

City Manager
Matt Andrews

Assistant City Manager
Brody Flint

City Recorder
Brittany Fowers



Mayor
Robert Dandoy

Council Members
Ann Jackson
Bryon Saxton
Joe Paul
Randy Scadden
Sophie Paul

ROY CITY COUNCIL MEETING AGENDA
MARCH 19, 2024 – 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. Request for approval of an alcoholic beverage license for Fast Stop 1104, located at 4795 S 3500 W.
2. February 6, 2024, Roy City Council Meeting Minutes
3. January 2024 Financial Statements

E. Public Comments

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

F. Action Items

1. **Consideration of Ordinance 24-4** – Amend General Plan (Future Land Use Map) from Single-Family Residential to Multi-Family Residential OR Commercial Mixed-Use at approximately 3588 West 6000 South
2. **Consideration of Ordinance 24-5** – Amend Zoning Map from RE-20 (Residential Estates) to either R-4 (Multi-Family Residential) OR CC (Community Commercial) at approximately 3588 West 6000 South
3. **Consideration of Resolution 24-6**; A Resolution of the Roy City Council authorizing an agreement with Qwest Corporation dba CenturyLink qc for a Telecommunications Network

G. Discussion Items

1. 4300 West Speed and Crosswalk
2. Yard of the Month

H. City Manager & Council Report

I. Adjournment

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

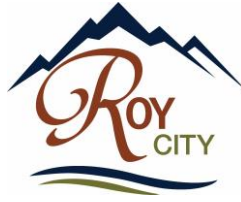
Pursuant to Section 52-4-7.8 (1)(e) and (3)(B)(ii) "Electronic Meetings" of the Open and Public Meetings Law, Any Councilmember may



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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 14th day of March 2024. A copy was also posted on the Roy City Website and Utah Public Notice Website on this 14th day of March 2024.

Visit the Roy City Web Site @ www.royutah.org

Roy City Council Agenda Information – (801) 774-1020

Brittany Fowers
City Recorder



2024 ALCOHOLIC BEVERAGE LICENSE
 TO BE APPROVED BY THE
 CITY COUNCIL
 On March 19, 2024

<u>LICENSE #</u>	<u>BUSINESS NAME/ ADDRESS</u>	<u>OWNER</u>	<u>CLASSIFICATION</u>	<u>YEAR TO APPROVE</u>
9853	Fast Stop 1104 4795 S 3500 W	Saud Shahram	Class A Beer	2024

RETAIL LICENSE CLASSIFICATIONS

BEER CLASSIFICATION

- Class A Off premises consumption
- Class B On premises consumption - restaurant
- Class C On premises consumption - tavern
- Class D Temporary license
- Class E Private club license

LIQUOR CLASSIFICATION

- Class A Private Club
- Class B Restaurant
- Class C Temporary

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February 27, 2024

Mayor and City Council Members

Re: Fast Stop 1104, 4795 S 3500 W – Alcoholic Beverage License

Mayor and Council

After reviewing the criminal record of the applicant, there is nothing in the applicant's criminal history that would disqualify them from having an alcohol license here in Roy.

Best,

Matthew M. Wilson
Roy City Attorney
matt.wilson@royutah.org
801-774-1022





Date: February 20, 2024
To: Mayor Dandoy and City Council Members
From: Gaile Supp
Subject: Fast Stop 1104, 4795 S 3500 W - Alcoholic Beverage License

An existing convenience store/gas station, located at 4795 S 3500 W, is being purchased by a new owner, Saud Shahram/ Fast Stop 1104. A Building Inspection has been conducted to ensure that they are compliant with the building and safety codes.

I recommend approval of a Class A beer license.

Respectfully,

A handwritten signature in blue ink that reads "Gaile Supp". The signature is written in a cursive, flowing style.

Gaile Supp
Building Official



Fire & Rescue Department
5051 South 1900 West
Roy, Utah 84067



Fire Chief
Theron Williams
Deputy Fire Chief
Mike King

MEMO

Fire Inspector Lynn Hull

To: Tammy Nelson
Date: February 22, 2024
Subject: Alcoholic Beverage Application/Inspection

Fast Stop 1104

4795 S 3500 W

License # 9853

We have inspected the building and premise located above and found that the proposed premise does comply with all applicable laws, ordinances and regulations relating to safety in the event of fire or panic, and that this location is reasonably safe for use as a licensed premise for the license applied for.

Any questions please get with me. Thanks.

Lynn Hull | Insector - Fire

Roy City | 5051 South 1900 West, Roy, Utah 84067

(o) 801-774-1189 | www.royutah.org 



Minutes of the Roy City Council Meeting held in person in the Roy City Council Chambers and streamed on YouTube on February 6, 2024, 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 Saxton	
Councilmember Sophie Paul	

Excused:

Also present were: Assistant City Manager, Brody Flint; Police Chief, Matthew Gwynn; Fire Chief, Theron Williams; Public Works Director, Ross Oliver; Management Services Director, Amber Kelley; Parks and Recreation Director, Michelle Howard; Elizabeth Brown, Kevin Homer, Micheal Ghan, Trudy Helter, C. Gay Best, Ryan Williams, Natalie Pierce, Robert (unknown last name), Bill Garr, Brandie McDonald, Elmer Aceredo-Garcia, Nancy Cozzens, Richard Jensen, Don Patton.

A. Welcome & Roll Call

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

B. Moment of Silence

Councilmember Joe Paul invited the audience to observe a moment of silence.

C. Pledge of Allegiance

Councilmember Joe Paul lead 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 December 2023 Financial Statements, Surplus Vehicles, and the December 5, 2023, December 19, 2023, January 2, 2024, and January 16, 2024, Roy City Council Meeting Minutes.**

Councilmember Joe Paul motioned to approve the Consent Items the December 2023 Financial Statements, Surplus Vehicles, and the December 5, 2023, December 19, 2023, January 2, 2024, and January 16, 2024, Roy City Council Meeting Minutes. Councilmember Jackson seconded the motion. All Councilmembers voted “aye”. The motion carried.

E. Public Comments

Mayor Dandoy opened floor for public comments. There were no comments so Mayor Dandoy closed the floor.

F. Presentations

1. UDOT 5600 South Update – Brandie McDonald and Nancy Cozzens

Ms. Cozzens introduced herself and provided an update of the project. She said their project website detailed the plans for the new CD ramp, and said they aimed to get the girding on the ramp installed over the summer months, in addition to some work on I-15. She reported they were making great progress, and commented they tried to get photos of their progress posted to their website as much as possible.

Ms. Cozzens also described how they were trying to stay relevant in the community although there was not much that the public could see at this stage, and solicited feedback about how they could stay engaged with the community and provide educational programming. She elaborated how important it was to keep the public abreast of their developments.

Ms. Cozzens also shared that they were working with the junior high and high schools with safety programming, and reported that the students were using the safe walking paths that they had established. She noted they were also visiting the 7th graders the following day for a Career Fair, and expressed their intent to expose the students to how many different kinds of jobs were available for projects like this one. Mayor Dandoy asked about the new crosswalk on 56th that had flashing lights. Ms. Cozzens detailed how they had worked with the School District to come up with this plan, and explained they had needed to shift where the students crossed the street due to the railroad. She explained that they had redesigned the area to ensure the students safety. Ms. Cozzens also thanked the Roy City Police force for helping to monitor the crossings. Councilmember Jackson asked where the lights were located and Ms. Cozzens clarified they were only on the southbound side. Ms. Cozzens also noted the lights only went off during peak crossing times for the school.

2. Citizen Recognition – Chief Williams asked to table this recognition as the resident was unable to attend.

G. Action Items

1. Oath of Office – newly promoted Police Sergeant.

Chief Williams introduced Sergeant Travis Kearl and described the process he had gone through in the last month. Chief Williams outlined the process for the application to be a sergeant, which included a written as well as a rigorous physical component. Chief Williams noted it was increasingly challenging to rank people for promotion, which was a good problem to have as it meant they had a great staff.

Sergeant Kearl introduced his family and was sworn in as Police Sergeant by City Recorder Fowers. The Councilmembers offered their congratulations.

H. Discussion Items

1. Beautification Committee – Yard of the Month program

Mayor Dandoy explained the Beautification Committee had several items they wanted the Council's insight on, and said the committee had a meeting the following day in which they would discuss the Council's feedback. Mayor Dandoy read the following questions from the committee: should the yard of the month program be organized as eight districts? Should one member be assigned to judge each district for five months or less, or should it be a homeowner or neighbor-nominated program as their Halloween and Christmas lights programs were run? Lastly, should nominations be solicited in the event that they were low on nominees?

Councilmember Jackson was in favor of eight districts. She thought it was a good opportunity for the Council to get out and meet the residents, and was also a good opportunity for Code Enforcement. She opined it should be four months rather than five. She thought it would be appropriate to leave forms and nominations in people's mailboxes if they were not home, since it was hard to catch people at home.

Councilmember Joe Paul liked to see public input for the nominations, although was unsure how they would handle that with eight different districts. He discussed it was sometimes challenging to find people at home to distribute their certificates. Councilmember Scadden echoed the sentiment that it was hard to find people at home, and also expressed that he did not have time during the day to drive around Roy City and find nice yards. For that reason, Councilmember Scadden also thought it would be best to have public nominations. Councilmember Jackson commented the first time she had driven around it had taken her about an hour, and thought it was part of being a Councilmember to drive around your district. Councilmember Sophie Paul agreed she liked the idea of nominations, but wondered how it work if they offered awards each month.

Mayor Dandoy said the Beautification Committee would incorporate the Council's comments to come up with a policy, or if they even felt they needed to come up with a policy. Mayor Dandoy explained the process was somewhat complex and entailed a lot of moving parts. He recalled last year there had been some work-related conflicts and said they needed to come up with processes to circumvent those issues. He expressed they would either frame a simple policy, or have none at all.

Councilmember Scadden commented that he felt eight districts was too many. Councilmember Jackson disagreed. Councilmember Scadden said it was very burdensome for him to have to drive through his district and said he did not come on to City Council to go drive around and look at people's yards. While he appreciated the importance of this, he thought it should be the prerogative of the Beautification Committee rather than the Councilmembers to go find yards. Councilmember Jackson thought it was important for the Councilmembers to go out and meet with citizens and thought it was worth their time to go drive around to find people with well-kept yards.

Councilmember Saxton thought that eight district made sense and agreed with Councilmember Jackson in that they needed to be out in the community with the residents. However, he acknowledged that he was retired and had the ability to make his own schedule. He thought if their current system worked, they should not change it. He thought they should have each Councilmember drive through their district and meet with residents.

Councilmember Scadden opined it had been difficult last year to catch people while they were home, and said it had been time consuming to have to drive back and find people. Councilmember Jackson pointed out City Manager Andrews had proposed that they could just leave a note on their door so that they did not have to keep driving back and trying to meet people while they were home. Councilmember Jackson described it had been relatively easy to meet with people, get a picture of their yard for the newsletter, and put a sign in their yard. Councilmember Jackson acknowledged that they just needed to get this done with enough time that it did not put an undue burden on City Recorder Fowers to get everything included in the newsletter.

Mayor Dandoy summarized that it seemed as though the Council was in favor of public nominations. Councilmember Sophie Paul said she was in favor of that, and added there should be a deadline for nominations so the Councilmembers could go out one time and look at everyone who was on the nomination list. The Councilmembers discussed this was a good idea, and if they did that they should have the deadline be in June.

Mayor Dandoy also asked about months, and the Council agreed it should be four months, June through September. They also debated allowing businesses to participate or if it should just be residential, and several Councilmembers agreed they did not want to include businesses. Councilmember Jackson thought it would be nice to include businesses, although did not think the Councilmembers should be the ones to evaluate them. Councilmember Scadden thought they should limit it to residential since it put an undue strain on other employees. Councilmember Joe Paul agreed they should limit it to residential, since there was less uniformity to business landscaping and it would be hard to compare. Councilmember Sophie Paul thought businesses should be done in a totally different way, and proposed they have “business of the month” in general rather than just thinking about landscaping. Councilmember Saxton agreed with Councilmember Sophie Paul that businesses should be distinct from residential.

Mayor Dandoy said whoever ended up evaluating businesses would have to be a volunteer, and explained he would have to work with City Manager Andrews as to if they would be allowed to go out during working hours. Mayor Dandoy did not think it would be fair to put that extra work on a full time employee since it was not part of their job description, and they could not require that an employee go out on their own time to look at the businesses. He thought they would have to pay an employee for this. Mayor Dandoy suggested a Code Enforcement Officer who was out looking for Code violations could possibly also make note of businesses that had exceptional landscaping, but deferred to City Manager Andrews. City Manager Andrews said if they requested anything that transcended the written requirements of their job position, they would have to pay them for that additional work.

Mayor Dandoy summarized they would focus on self-nominations, use a four month period that ran from June to September, and that they were not going to include businesses in the same category, although they were open to the idea of having a separate nomination for businesses.

I. City Manager & Council Report

City Manager Andrews spoke about the Hill Air Force Base and the chemical plume that was impacting homes in its radius. He reported they had gone door-to-door to visit the homes of residents who were affected by the base, and said about 20 homes in Roy had agreed to be tested. Mayor Dandoy said they had exactly 27 homes who had agreed, and said that was exceptional. City Manager Andrews also specifically recognized some of the City employees who had gone out to go canvassing.

Mayor Dandoy expressed this chemical was a known carcinogen and it was important to get as many homes tested as they could. Mayor Dandoy said the chemical plume from CTE was deadly and explained they had been trying to get rid of it for several years. Mayor Dandoy urged people to look online at the map which highlighted what homes were affected. Councilmember Jackson asked what happened if people who lived in the affected area got cancer, and wondered about possible litigation. Councilmember Jackson did not understand why homes would chose not to sign up to get tested. Mayor Dandoy replied that was part of why it was great they had just got 27 hmore homes to be tested. Mayor Dandoy added they had made the process even easier for homeowners now, and there was a device that was placed in the home for 30 days to detect the chemical vapors. He advocated for people to get educated about this, and to tell their neighbors as well. He emphasized that cancer was a significant issue in Roy City.

City Manager Andrews spoke next about 4800 South by the Seminary. He said there had been many reports of traffic not stopping at the crosswalk for students, and reported they would be conducting a traffic study to investigate this. Councilmember Joe Paul thought that area would qualify for at least flashing lights since it was a heavily trafficked area.

Councilmember Jackson announced she had toured the Complex the previous week and said it was looking great. She said they were nearly done with the boiler and the tiling on the floor. She expressed it was going to be a great facility. Mayor Dandoy agreed the residents were going to love it.

Mayor Dandoy asked the Council if there were any projects in the City that they wanted to see more progress on. He reminded the Council that it was part of their job to consider what projects they wanted to promote.

E. **Motion to enter closed door meeting** – strategic discussion on real property.

Councilmember Joe Paul motioned to enter closed door meeting in the council chambers for a strategic discussion on real property. Councilmember Scadden seconded the motion, a roll call vote was taken, all councilmembers voted “Aye” and the motion carried.

** The Council met in a closed-door session in the council chambers.

Councilmember Joe Paul motioned to go out of the closed door meeting held in the council chambers. Councilmember Saxton seconded the motion, all councilmembers voted “Aye” and the motion carried.

** The Council reconvened the City Council Meeting.

J. **Adjournment**

Councilmember Joe Paul motioned to adjourn the meeting at p.m. Councilmember Saxton seconded the motion. All councilmembers voted “Aye” and the motioned carried.

Robert Dandoy
Mayor

Attest:

Brittany Fowers
City Recorder

dc:

ROY CITY CORPORATION
FUND SUMMARY
FOR THE 7 MONTHS ENDING JANUARY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
PROPERTY TAX	18,140.00	4,147,392.47	4,330,100.00	182,707.53	95.8
SALES AND USE TAX	860,719.39	3,553,548.05	8,660,000.00	5,106,451.95	41.0
FRANCHISE TAX	172,041.46	1,624,980.81	3,501,950.00	1,876,969.19	46.4
LICENSES AND PERMITS	48,327.43	266,705.47	426,000.00	159,294.53	62.6
INTERGOVERNMENTAL	44,625.00	426,858.56	1,581,434.00	1,154,575.44	27.0
CHARGES FOR SERVICES	550,195.04	2,181,095.37	3,241,500.00	1,060,404.63	67.3
FINES AND FORFEITURES	45,468.73	469,181.83	653,000.00	183,818.17	71.9
MISCELLANEOUS REVENUE	51,382.52	730,979.15	535,500.00	(195,479.15)	136.5
CONTRIBUTIONS AND TRANSFERS	0.00	18,000.00	2,268,831.00	2,250,831.00	.8
	<u>1,790,899.57</u>	<u>13,418,741.71</u>	<u>25,198,315.00</u>	<u>11,779,573.29</u>	<u>53.3</u>
<u>EXPENDITURES</u>					
LEGISLATIVE	91,329.08	348,991.97	541,872.00	192,880.03	64.4
LEGAL	34,248.76	214,258.79	433,717.00	219,458.21	49.4
LIABILITY INSURANCE	20,918.42	146,428.94	251,021.00	104,592.06	58.3
JUSTICE COURT	35,630.47	268,904.75	453,796.00	184,891.25	59.3
FINANCE	35,790.16	263,940.82	508,084.00	244,143.18	52.0
TRANSFERS	76,036.66	675,151.62	1,057,440.00	382,288.38	63.9
BUILDING/GROUND MAINT DIVISION	63,254.49	438,014.43	722,165.00	284,150.57	60.7
POLICE AND ANIMAL SERVICES	687,461.28	4,251,250.24	7,239,974.00	2,988,723.76	58.7
FIRE & RESCUE	608,870.19	3,764,434.42	6,027,541.00	2,263,106.58	62.5
COMMUNITY DEVELOPMENT	52,020.64	394,345.33	793,251.00	398,905.67	49.7
STREETS DIVISION	63,670.61	427,180.17	774,096.00	346,915.83	55.2
FLEET SERVICES DIVISION	14,201.53	119,727.21	245,594.00	125,866.79	48.8
PUBLIC WORKS ADMINISTRATION	40,464.49	241,358.29	449,551.00	208,192.71	53.7
RECREATION COMPLEX	110,272.17	1,235,593.26	2,805,901.00	1,570,307.74	44.0
AQUATIC CENTER	19,232.34	398,614.05	784,608.00	385,993.95	50.8
ROY DAYS	79.00	98,944.08	133,400.00	34,455.92	74.2
PARKS & RECREATION	91,342.29	1,322,215.09	1,976,304.00	654,088.91	66.9
	<u>2,044,822.58</u>	<u>14,609,353.46</u>	<u>25,198,315.00</u>	<u>10,588,961.54</u>	<u>58.0</u>
	<u>(253,923.01)</u>	<u>(1,190,611.75)</u>	<u>0.00</u>	<u>1,190,611.75</u>	<u>.0</u>

ROY CITY CORPORATION
FUND SUMMARY
FOR THE 7 MONTHS ENDING JANUARY 31, 2024

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
41 CAPITAL PROJECTS FUND	43,836.73	308,842.65	2,053,500.00	1,744,657.35	15.0
50 UTILITY ENTERPRISE FUND	864,968.62	5,962,795.40	9,958,330.00	3,995,534.60	59.9
51 STORM WATER UTILITY FUND	158,571.11	812,123.81	1,203,852.00	391,728.19	67.5
53 SOLID WASTE UTILITY FUND	268,633.37	1,883,381.17	2,828,389.00	945,007.83	66.6
60 INFORMATION TECHNOLOGY	75,723.00	530,061.00	939,875.00	409,814.00	56.4
63 RISK MANAGEMENT FUND	29,883.51	209,184.57	358,602.00	149,417.43	58.3
64 CLASS "C" ROADS	361,767.98	921,414.20	2,783,380.00	1,861,965.80	33.1
65 TRANSPORTATION INFRASTRUCTUR	86,628.94	500,773.88	725,000.00	224,226.12	69.1
67 STORM SEWER DEVELOPMENT	7,530.87	27,484.23	196,000.00	168,515.77	14.0
68 PARK DEVELOPMENT	2,233.61	20,290.80	273,000.00	252,709.20	7.4
71 REDEVELOPMENT AGENCY	17,113.73	423,937.63	1,513,710.00	1,089,772.37	28.0
75 CEMETERY FUND	0.00	80.00	0.00	(80.00)	.0
94 GENERAL LONG TERM DEBT	0.00	0.00	0.00	0.00	.0
	1,916,891.47	11,600,369.34	22,833,638.00	11,233,268.66	50.8
<u>EXPENDITURES</u>					
41 CAPITAL PROJECTS FUND	19,902.93	547,086.13	2,053,500.00	1,506,413.87	26.6
50 UTILITY ENTERPRISE FUND	1,207,744.37	5,429,709.01	9,958,330.00	4,528,620.99	54.5
51 STORM WATER UTILITY FUND	174,318.83	577,984.11	1,203,852.00	625,867.89	48.0
53 SOLID WASTE UTILITY FUND	223,925.06	1,490,474.50	2,828,389.00	1,337,914.50	52.7
60 INFORMATION TECHNOLOGY	38,751.29	524,305.61	939,875.00	415,569.39	55.8
63 RISK MANAGEMENT FUND	1,731.74	314,174.12	358,602.00	44,427.88	87.6
64 CLASS "C" ROADS	252,546.04	1,493,710.67	2,783,380.00	1,289,669.33	53.7
65 TRANSPORTATION INFRASTRUCTUR	10,307.75	44,597.73	725,000.00	680,402.27	6.2
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	3,150.00	12,302.64	1,513,710.00	1,501,407.36	.8
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
	1,932,378.01	10,434,806.94	22,833,638.00	12,398,831.06	45.7
	(15,486.54)	1,165,562.40	0.00	(1,165,562.40)	.0



SYNOPSIS

Application Information

Applicant: Chase Freebairn
Request: Ord No 24-4 – To consider a request to amend the General Plan (Future Land Use Map) from Single-Family Residential to either Multi-Family Residential OR Commercial Mixed Use.
Ord No 24-5 – To consider a request to amend the Zoning Map from RE-20 (Residential Estates) to either R-4 (Multi-Family Residential) OR CC (Community Commercial).
Approximate Address: 3588 West 6000 South

Land Use Information

Current Zoning: RE-20 (Residential Estates)
Adjacent Zoning: North: RE-20 (Residential Estates) South: R-1-I-5; Single-Family Residential
East: CC (Community Commercial) West: RE-20 (Residential Estates)
Current General Plan: Single-Family Residential

Staff

Report By: Steve Parkinson

APPLICABLE ORDINANCES

- Roy City Zoning Ordinance Title 10, Chapter 5 – Amendments to General Plan and Zoning Map

CONFORMANCE TO THE GENERAL PLAN

4 - MODERATE INCOME HOUSING RECOMMENDATIONS

Roy City aims to facilitate a reasonable opportunity for a variety of housing, including moderate income. Currently, the median rent and median income ratio is below the 30 percent cost burden suggesting affordability in the near-term. Likewise, the median mortgage and household owner income ratio is below the 30 percent cost burden. However, rents are increasing at a higher rate than income. There is also cause for concern that ownership of single-family homes may become too expensive for moderate-income households in the coming years if housing price increases continue to outpace income increases.

- STRATEGY TWO: ALLOW FOR HIGHER DENSITY AND MIXED USE**
(A): Rezone for densities necessary to facilitate the production of moderate-income housing.

PLANNING COMMISSION ACTION

The Planning Commission held a Public Hearing on March 12, 2024.

Vice-Chair Felt open the floor for comments:

Greg Whinham, 5823 So. 3500 We. Roy – had concerns with existing traffic from Clinton and their potential development, this will enhance traffic, flow to I-15 will still be on 5600 South. Doesn't disagree that we need more housing, just not here.

Lance Parker, 3586 We. 6050 So. Roy – opposed to this development, concerns with on-street parking, concerned with water pressure.

Mark Arrington, 3685 We. 6050 So. Roy – Concerned and opposed to this development, concerned with 20 homes with 40 cars. This is unrealistic. Big impact to area. Feels for the people's kids not being able to get into homes.



Doug Pointer, 3798 We. 6000 So. – moved to area because of size of lots, concerned with how this would increase traffic. Currently there are 20 deep at the intersection to head East. This is not for the area nor what he’s looking for. Against it.

Jean Arrington, 3685 We. 6050 So. Roy – Not for this, the General Plan did not include these parcels for a reason. If approved, what to stop the next 2 parcels and then the next 2? Need to preserve this neighborhood.

Chanse Parker, 3586 We. 6050 So. Roy – He agrees with what everyone before him has stated. It’s not a great spot for Commercial.

Danette McGilvray – 3536 We. 6050 So. Roy – Concerned with increase in traffic. Anything that’s built there needs to be considered Parking Spaces, multi-family brings more cars than normal. Concern with height – would it be taller than the Single-Family homes? Compromise with single-family homes instead? If you don’t approve residential, please don’t approve commercial.

Cary Coombs – 3599 We. 6000 So. Roy – As of today, having a difficult time getting into & out of my driveway. Not a good place for multi-family.

Sharon Bowman – 3821 We. 6050 So. Roy – This is encroaching into the neighborhood, what will stop it from continuing further west? 6050 South is busy because of Clinton City. SR 108 will be 5 lanes and be like downtown Salt Lake. People who live here wanted large lots. Understands the need for more homes but just not here.

Audrey Martinez – 3671 We. 6050 So. Roy – Built in this area to have space, it’s a nice neighborhood. We are a bedroom community. Traffic just keeps increasing, increasing and increasing. I fear for our kids, our community isn’t just Adults & Seniors but Teenagers and Children.

Molly Blackburn – 5939 So. 3500 We. Roy – Moved here to have animals, it’s my way of life, my quality of life. Density brings anxiety which brings anger, people need space. I know everyone needs a home, but will these really be affordable?

Mikel Bowman – 3821 We. 6050 So. Roy – Oppose to this request. Why wasn’t there a more specific plan, other than a “concept”? Hope you consider “quality of life”.

Melinda Coombs – 3599 We. 6000 So. Roy – My property looks directly into this property, when the owners were having an estate sale there were cars everywhere and had a hard time accessing my driveway.

Christine Hatch – 3948 We. 6050 So. Roy – agrees with what others have stated. Concerned with commercial if it can’t connect to the property to the east. Need to consider the safety of kids riding bikes. Challenge with space cause 20 units is a lot.

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

The commissioners discussed the need for housing, and how multi-family is a good buffer between commercial and single-family residential. But did feel that R-4 was appropriate in the area. Concerns with commercial and all that it brings. Discuss that when they were going through the long process of updating the General Plan, there was a reason that these parcels were not included in the option of Commercial Mixed-Use, and didn’t feel that even year after there isn’t a reason to amend the plan now.

The Commission voted 7-0; to forward to the City Council a recommendation of denial and requested council to not adopt Ord. No 24-4 amending the General Plan (Future Land Use Map) from Single-Family Residential to either Multi-Family Residential OR Commercial Mixed-Use.

The Commission voted 7-0; to forward to the City Council a recommendation of denial and requested council to not adopt Ord. No 24-5 amending the Zoning Map from RE-20 (Residential Estates) to either R-4 (Multi-Family Residential OR CC (Community Commercial)).

ANALYSIS

Background:

This area is West of Rock Run Commercial development which is on the NW corner of 3500 West and 6000 South. Kiddy-corner of the WINCO development.

There are two properties which are 0.785 acres (34,182 sq.-ft.) each thus 1.57 acres (68,364 sq.-ft.) in total. See exhibit "A" for the location.

Amend Future Land Use Map:

Current Designation: The subject property currently has a land use designation as Single-Family Residential (see exhibit "C").

Requested Land Use Designation: The applicant would like to change the Future Land Use Map from the current Single-Family Residential designation to either Multi-Family Residential or Commercial Mixed Use designation.

Considerations: When considering a proposed amendment to the general plan the Commission and Council shall consider the following factors, as outlined in 10-5-5 "Criteria for approval of General Plan Amendments" of the Zoning Ordinance:

- 1) The effect of the proposed amendment on the character of the surrounding area.
- 2) The effect of the proposed amendment on the public health, welfare, and safety of City residents.
- 3) The effect of the proposed amendment on the interests of the City and its residents.
- 4) The location of the proposed amendment is determined to be suitable for the uses and activities allowed by the proposed amendment, and the City, and all other service providers, as applicable, are capable of providing all services required by the proposed uses and activities in a cost effective and efficient way.
- 5) Compatibility of the proposed uses with nearby and adjoining properties.
- 6) The suitability of the properties for the uses requested.
- 7) The effect of the proposed amendment on the existing goals, objectives, and policies of the General Plan, and listing any revisions to the City's Land Use Ordinances, this Ordinance, the Subdivision Ordinance, and any other Ordinances required to implement the amendment.
- 8) The community benefit of the proposed amendment.

The above section of the Zoning Ordinance asks some questions mostly looking at the effect the proposed land use designation and compatibility/suitability to the surrounding uses. Staff would like to comment on some these questions:

- 1) The character of the surrounding areas (see Exhibit "A") –
 - Currently along two sides of these parcels are single-family residential homes, the R-4 zone can be used as a buffer between Commercial uses which is currently on one side and single-family residential developments. However, with the recent adoption of the General Plan the areas to the East and to the North of these parcels have the designations of Commercial Mixed Use.
- 3) Interests of the City and Resident's –

There may be a conflict between the City's interest and the interest of the neighboring resident's.

 - City's interest – The recent adoption of the General Plan shows the areas to the East and to the North of these parcels having a designation of Commercial Mixed Use.
 - Resident's interest – The Residents will most likely want to keep things as they are, because it's what they know and are use too.
- 5) Compatibility with nearby and adjoining properties –
 - The General Plan has all four (4) corners of 3500 West and 6000 South designated as Commercial Mixed Use and with two (2) of the Four (4) already zoned CC (Community Commercial), having these two parcels having the same CC zone wouldn't change the character of the area.
- 6) Suitability of the properties for uses requested –
 - The General Plan has all four (4) corners of 3500 West and 6000 South designated as Commercial Mixed Use and with two (2) of the Four (4) already zoned CC (Community Commercial), having these two parcels having the same CC zone wouldn't change the character of the area.

- 7) General Plan Goals, Objectives and Policies –
 - The recent adoption of the General Plan provides the goals, objectives and policies about the intersection and area.

Amend Zoning Map:

Current Zoning: Currently the property is zoned RE-20 (Residential Estates). (see exhibit “D”).

Requested Zone Change: The applicant would like to have the property changed to R-4 (Multi-Family Residential) or CC (Community Commercial).

Considerations: When considering a Zoning District Map Amendment, the Commission and the Council shall consider the following factors, as outlined in section 10-5-9 “Criteria for Approval of a ... Zoning Map” of the Zoning Ordinance:

- 1) The effect of the proposed amendment to advance the goals and policies of the Roy City General Plan.
- 2) The effect of the proposed amendment on the character of the surrounding area.
- 3) The compatibility of the proposed uses with nearby and adjoining properties.
- 4) The suitability of the properties for the uses requested.
- 5) The overall community benefits.

No amendment to the Zoning Districts Map (rezone) may be recommended by the Commission nor approved by the Council unless such amendment is found to be consistent with the General Plan and Land Use Maps.

The above section of the Zoning Ordinance asks some questions mostly looking at the effect the proposed zone and compatibility/suitability to the surrounding uses. Staff would like to comment on some these questions

- 1) Advance the goals and policies of the General Plan –
 - Currently along two sides of these parcels are zoned single-family residential homes, the R-4 zone can be used as a buffer between Commercial uses which is currently on one side and single-family residential developments. However, with the recent adoption of the General Plan the areas to the East and to the North have designations of commercial Mixed Use.
- 2) Effect on character of area –
 - The General Plan has all four (4) corners of 3500 West and 6000 South designated as Commercial Mixed Use and with two (2) of the Four (4) already zoned CC (Community Commercial), having these two parcels having the same CC zone wouldn’t change the charter of the area.
- 3) Compatibility with nearby and adjoining properties –
 - The General Plan has all four (4) corners of 3500 West and 6000 South designated as Commercial Mixed Use and with two (2) of the Four (4) already zoned CC (Community Commercial), having these two parcels having the same CC zone wouldn’t change the charter of the area.
- 4) Suitability of the properties for uses requested –
 - The General Plan has all four (4) corners of 3500 West and 6000 South designated as Commercial Mixed Use and with two (2) of the Four (4) already zoned CC (Community Commercial), having these two parcels having the same CC zone wouldn’t change the charter of the area.

Some additional questions that the Commission and Council needs to reflect upon are:

- Does changing are not changing the zoning provide the best options for development of this property or area?
- How can this property best be developed? As multi-family residential? Commercial - Mixed Use?

FINDINGS

1. It’s the best and highest use of the land.
2. Provides and supports Roy City Economic Development
3. Provides additional residential dwellings by allowing for higher density and potential mixed use.

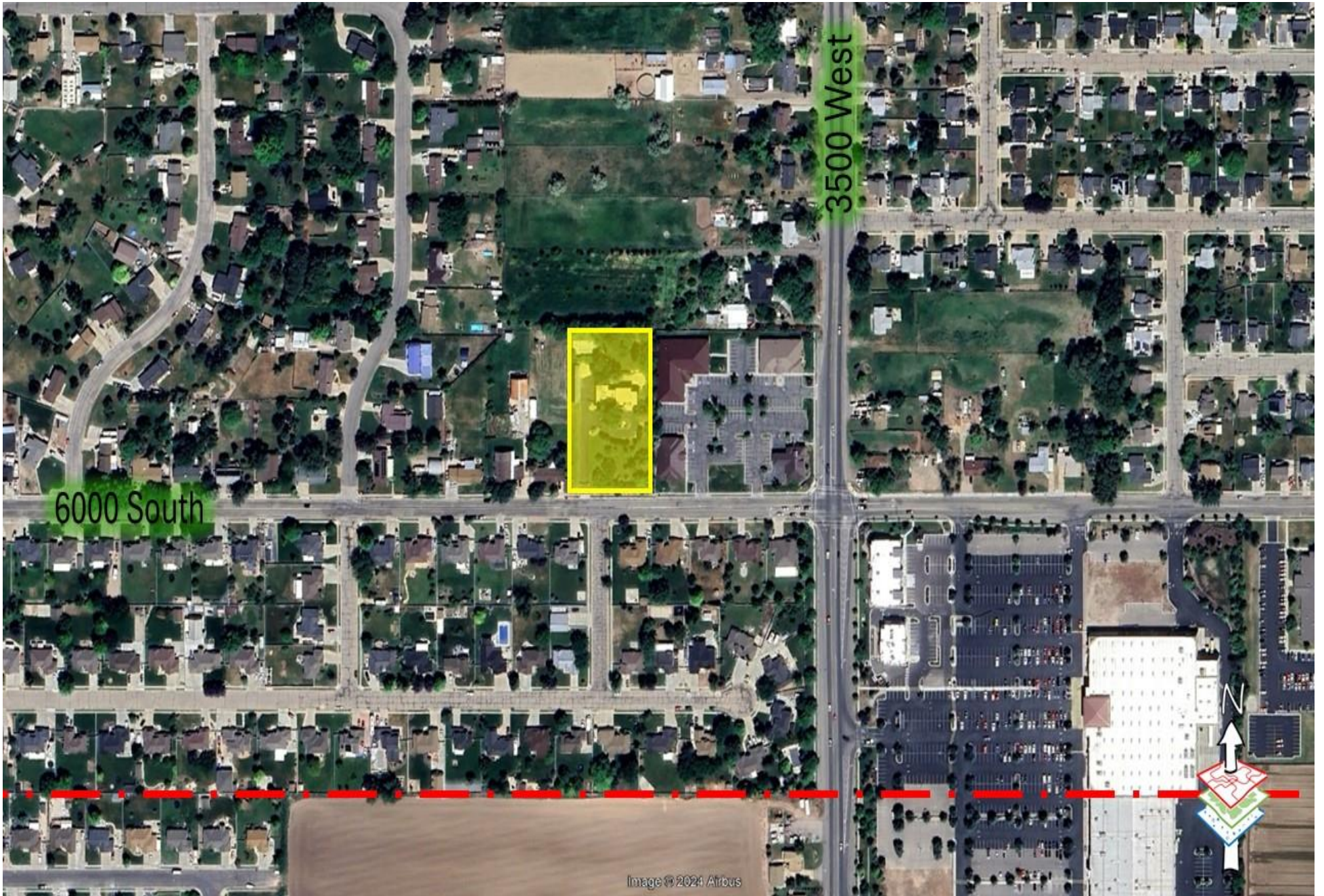
ALTERNATIVE ACTIONS

The City Council can Approve, Approve with conditions, Deny or Table.

EXHIBITS

- A. Aerial Map
- B. Applicants Narrative
- C. Future Land Use Map
- D. Zoning Map
- E. Ord. No. 24-4
- F. Ord. No. 24-5

EXHIBIT "A" – AERIAL MAP



HOME

BY C.W. URBAN

610 N 800 W
Centerville, UT 84014

January 25, 2024

VIA HAND DELIVERY

ATTN: Brody Flint, Department Director
Community & Economic Development
5051 South 1900 West
Roy, UT 84067

Dear Mr. Flint,

HOME by C.W. Urban is pleased to present the attached General Plan Amendment and Rezone Applications for the Nguyen property located at 3588 W 6000 S Roy, UT containing 1.56 acres.

As a local, Utah based premier homebuilder, our mission is to create micro-communities that enhance, strengthen, and contribute to the greater fabric of existing neighborhoods. We see opportunity in every type of space. Through thoughtful land planning, we create neighborhoods that encourage exploration and discovery. We believe in intentional design and development that brings a positive impact, growth, and progress to enhance existing communities.

We believe the Nguyen property is a natural fit for creation of a new for-sale townhome community that can offer attainable purchase prices for current and future city residents. With close proximity to the intersection of 3500 W & 6000 S, office, retail, and a UTA Bus Stop, this property would be a great site for more dense residential development to occur.

Per the General Plan:

- **Moderate Income Housing**-Roy City aims to facilitate a reasonable opportunity for a variety of housing, including moderate income.....the median mortgage and household owner income ratio is below the 30 percent cost burden.....There is also cause for concern that ownership of single-family homes may become too expensive for moderate-income households in the coming years if housing price increases continue to outpace income increases.

- **Strategy Two: Allow for higher density and mixed use (A,F,G,H)**

- *(A): Rezone for densities necessary to facilitate the production of moderate-income housing.*
- *(F): Zone or rezone for higher density or moderate-income residential development in commercial or mixed-use zones, near major transit investment corridors, commercial centers, or employment centers.*
- *(G): Amend Land Use regulations to allow for higher density or new moderate income residential development in commercial or mixed-use zones near major transit investment corridors.*
- *(H): Amend Land Use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the resident's own vehicle, such as residential development near major transit investment corridors or senior living facilities.*

We believe that our General Plan Amendment and rezone applications are consistent with the Roy City General Plan. This proposed project will help add much needed moderate-income housing stock to the community at attainable prices. While at the same time, this proposed project will also feature aesthetically pleasing architecture to compliment the Kingsville district and the greater city at large.

We look forward to working with Roy City staff, Planning Commission and City Council members.

Sincerely,



Chase Freebairn

Director of Land

C. 801.386.6708

www.builtbycw.com

Legal Descriptions

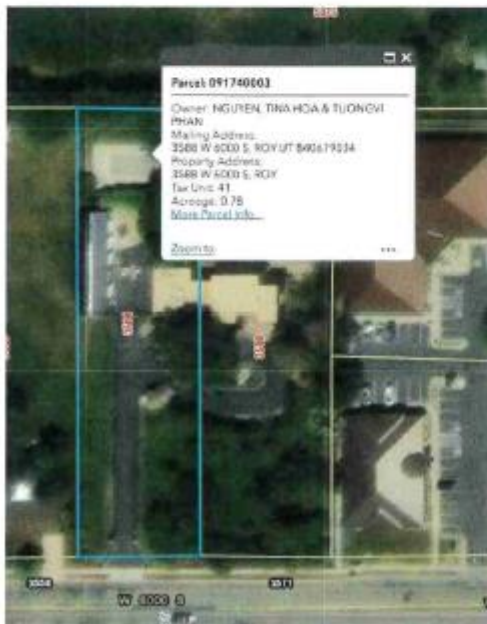
Parcel: 09174004

ALL OF LOT 28, HOLLEY ACRES SUBDIVISION NO. 2, ROY CITY, WEBER COUNTY, UTAH.



Parcel: 09174003

ALL OF LOT 27, HOLLEY ACRES SUBDIVISION NO. 2, ROY CITY, WEBER COUNTY, UTAH.



PART OF NE 1/4 OF SEC. 21, T.5N., R.2W., S.L.B. & M.
HOLLEY ACRES SUBDIVISION NO. 2

174

LOTS 25 TO 28

IN ROY CITY

TAXING UNIT: 31

SCALE 1" = 50'

SEE PAGE 84

SEE PAGE 161

SEE PAGE 84



SEE PAGE 83

7. UTILITY & DRAINAGE EASEMENTS
 EACH SIDE OF PROPERTY LINE
 AS INDICATED BY DASHED LINES

FOR COMPLETE ENG. DATA SEE
 O&M DEDICATION PLAT # 1
 BOOK 14, PAGE 23 OF RECORDS

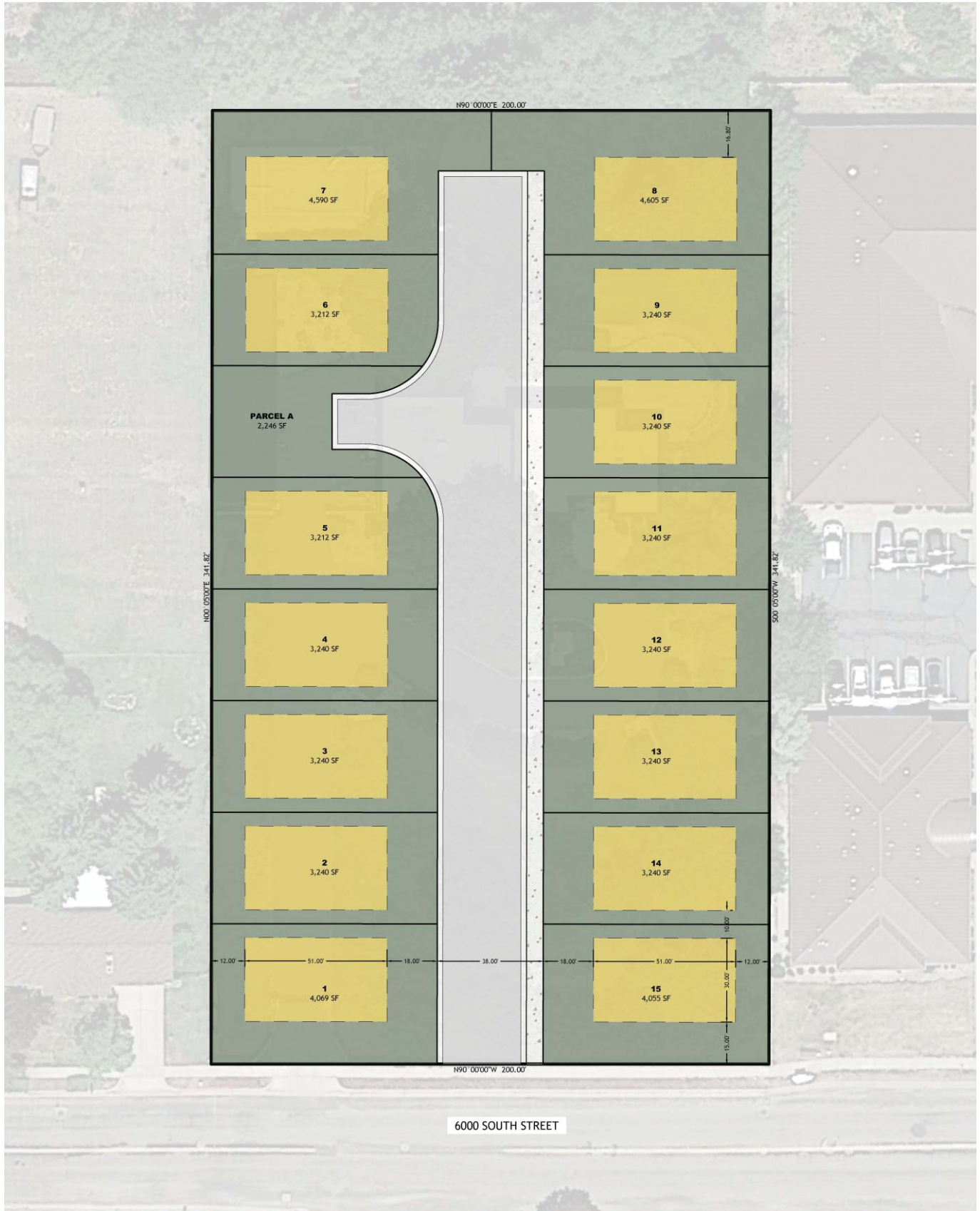
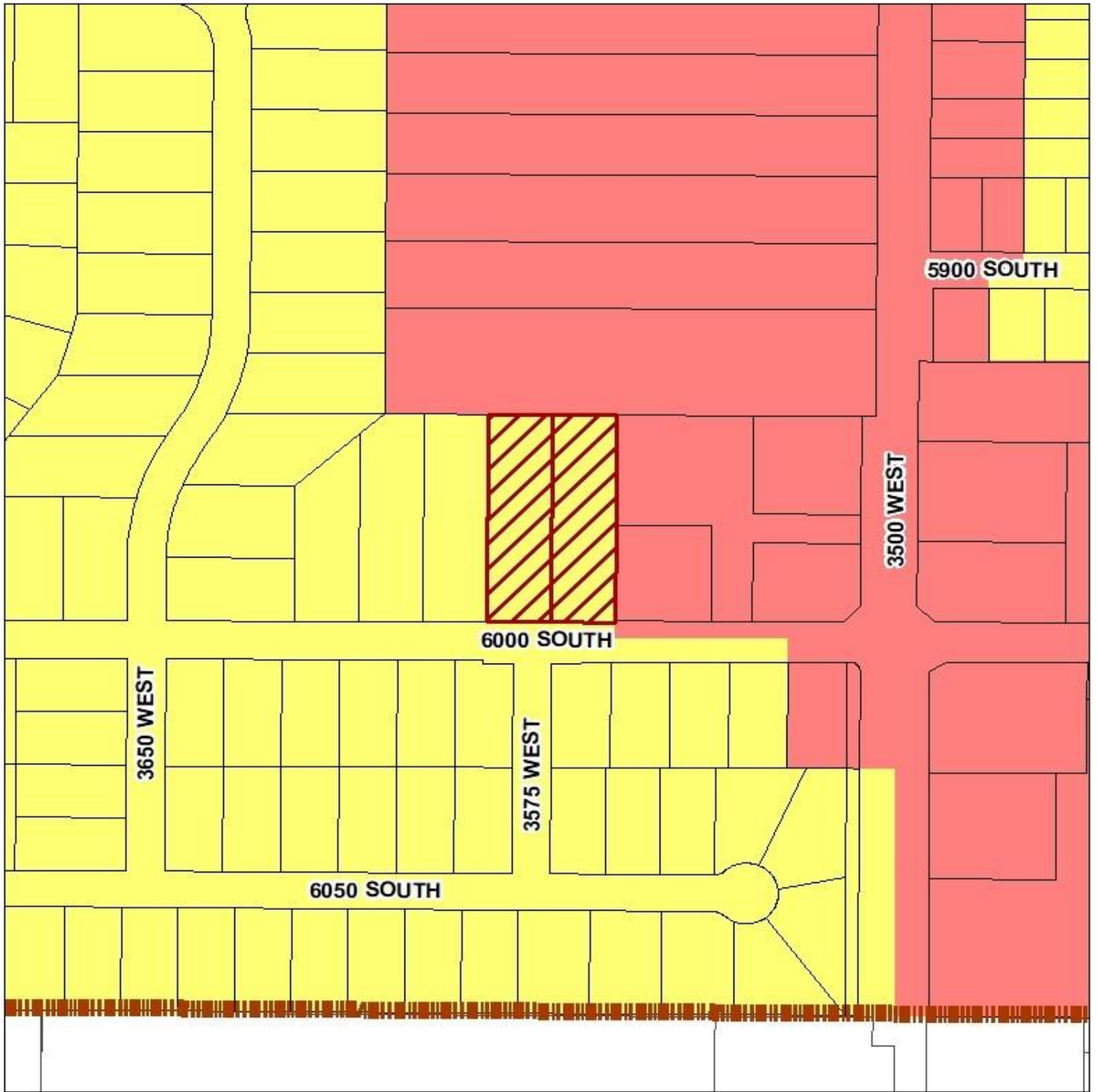




EXHIBIT "C" – FUTURE LAND USE MAP



Legend

-  Commercial/Mixed Use
-  Single-Family Residential

**Future Land
Use Map**

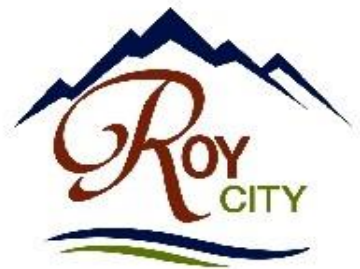


EXHIBIT "D" – ZONING MAP



Legend

-  City Boundary
-  Parcels
-  Selected Parcel
-  R-1-8
-  R-1-15
-  RE-20
-  CC

Zoning Map



ORDINANCE No. 24-4

AN ORDINANCE ESTABLISHING A FUTURE LAND USE DESIGNATION OF MULTI-FAMILY RESIDENTIAL OR COMMERCIAL MIXED USE ON A PROPERTY LOCATED AT APPROXIMATELY 3588 WEST 6000 SOUTH

WHEREAS, Roy City has received a petition to amend the General Plan (Future Land Use Map) by changing the designation on a property comprising approximately 1.57 acres (68,364 sq.-ft.) of land located at approximately 3588 West 6000 South from a designation of Single Family Residential to either Multi-Family Residential OR Commercial Mixed-Use; and

WHEREAS, the Planning Commission held a public hearing to review the petition and negatively recommended the change; and

WHEREAS, the City Council finds that the proposed amendment will advance the existing goals, objectives and policies of the General Plan and is assured that the change will not be detrimental to the appropriate residential use of the property; and

WHEREAS, the City Council has reviewed and considered the same in a public meeting.

NOW, THEREFORE, be it hereby ordained by the City Council of Roy City, Utah, that the General Plan (Future Land Use Map) Designation of a portion of the properties at 3588 West 6000 South be established as Multi-Family Residential OR Commercial Mixed-Use and that the Roy City General Plan (Future Land Use Map) be amended to depict the same.

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

- Councilman Jackson _____
- Councilman J. Paul _____
- Councilman S. Paul _____
- Councilman Saxton _____
- Councilman Scadden _____

This Ordinance shall become effective immediately upon passage, lawful posting, and recording. This Ordinance has been passed by the Roy City Council this _____ day of _____, 2024.

Robert Dandoy
Mayor

Attested and Recorded:

Brittany Fowers
City Recorder

ORDINANCE No. 24-5

AN ORDINANCE ESTABLISHING A ZONING DESIGNATION OF R-4 OR CC ON PROPERTY LOCATED AT APPROXIMATELY 3588 WEST 6000 SOUTH

WHEREAS, Roy City has received a petition to change the zoning on a property comprising of approximately 1.57 acres (68,364 sq.-ft.) of land located at approximately 3588 West 6000 South from a designation of RE-20 to a designation of either R-4. OR CC; and

WHEREAS, the Planning Commission held a public hearing to review the petition and negatively recommended the change; and

WHEREAS, the City Council finds that the proposed amendment will advance the existing goals, objectives and policies of the General Plan and is assured that the continued residential use of the properties will be conducted appropriately; and

WHEREAS, the City Council has reviewed and considered the same in a public meeting.

NOW, THEREFORE, be it hereby ordained by the City Council of Roy City, Utah, that the zoning designation of the properties at 3588 West 6000 South be established as an R-4 OR CC designation and that the *Roy City Zoning Map* be amended to depict the same.

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

- Councilman Jackson _____
- Councilman J. Paul _____
- Councilman S. Paul _____
- Councilman Saxton _____
- Councilman Scadden _____

This Ordinance shall become effective immediately upon passage, lawful posting, and recording. This Ordinance has been passed by the Roy City Council this ____ day of _____, 2024.

Robert Dandoy
Mayor

Attested and Recorded:

Brittany Fowers
City Recorder

Roy City Council Agenda Worksheet

Roy City Council Meeting Date: March 19, 2024

Agenda Item Number: Action Item #3

Subject: Franchise Agreement with CenturyLink

Prepared By: Matt Wilson

Background: Qwest Corporation dba CenturyLink QC has signed the franchise agreement which allows them to establish a telecommunications network and offer faster internet to Roy City citizens. The Franchise Agreement provides more control over their work and CenturyLink must meet the minimum standards. If they fail to meet the minimum standards, Roy City may terminate the Agreement.

Recommendation (Information Only or Decision): Decision

Contact Person / Phone Number: Matt Wilson, 801-774-1022

RESOLUTION NO. 24-6

**A RESOLUTION OF THE ROY CITY COUNCIL AUTHORIZING AN AGREEMENT
WITH QWEST CORPORATION DBA CENTURYLINK QC FOR A
TELECOMMUNICATIONS NETWORK**

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

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

WHEREAS, the City finds that in conformance with Utah Code Ann. § 10-1-401, et. seq., the governing body of the city may enter into franchise agreements with telecommunications providers; and

WHEREAS, the City finds that it is necessary to ensure the provision of adequate and effective telecommunications services for city residents; and

WHEREAS, the City finds that Qwest Corporation dba CenturyLink QC has the ability to provide telecommunications network services; and

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

NOW THEREFORE, the Roy City Council hereby resolves to adopt the attached Franchise Agreement between Roy City and CenturyLink QC for the installation of a telecommunications network. The Mayor of Roy City is authorized and directed to execute the Agreement for and on behalf of Roy City.

Passed this 19th day of March, 2024.

Robert Dandoy
Mayor

Attested and Recorded:

Brittany Fowers
City Recorder

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

Councilmember Joe Paul _____

Councilmember Jackson _____

Councilmember Saxton _____

Councilmember Scadden _____

Councilmember Sophie Paul _____

TELECOMMUNICATIONS FRANCHISE AGREEMENT

This Telecommunications Franchise Agreement (hereinafter “Agreement”) is entered into by and between Roy City, Utah (hereinafter “City”), a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 5051 South 1900 West, Roy, Utah 84067, and Qwest Corporation dba CenturyLink QC, a Colorado corporation (hereinafter “Provider”) with its principal offices located at 1025 Eldorado Blvd., Broomfield, CO 80021, collectively referred to as Parties.

WITNESSETH:

WHEREAS, Provider desires to provide telecommunications services within City and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of City; and

WHEREAS, the City has enacted Title 7 Chapter 4 of the Roy City Municipal Code (hereinafter “Telecommunications Rights-of-Way Ordinance”) which governs the application and review process for Telecommunication Franchises in the City; and

WHEREAS, City, in exercise of its management of public Rights-of-way, believes that it is in the best interest of the public to provide Provider a nonexclusive franchise to operate a telecommunications network in City;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the Parties agree as follows:

ARTICLE ONE FRANCHISE AGREEMENT AND ORDINANCE

1.1 **Agreement.** Upon execution by the Parties, this Agreement shall be deemed to constitute a contract by and between City and Provider and will replace any prior franchise agreements between the Parties on the Effective Date.

1.2 **Ordinance.** The City has adopted the Telecommunications Rights-of-Way Ordinance which is attached to this Agreement as Exhibit “A” and incorporated herein by reference. The Provider acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Rights-of-Way Ordinance. The Parties agree that the provisions and requirements of the Telecommunications Rights-of-Way Ordinance are material terms of this Agreement and that each Party hereby agrees to comply with the terms of the Telecommunications Rights-of-Way Ordinance. The definitions in the Telecommunications Rights-of-Way Ordinance shall apply herein unless a different meaning is indicated. Nothing in this Section shall be deemed to require Provider with any provision of the Telecommunications Rights-of-Way Ordinance which is determined to be unlawful or beyond City’s authority.

1.3 Ordinance Amendments. City reserves the right to amend the Telecommunications Rights-of-Way Ordinance at any time; provided, however, that the City shall not enact any amendments to the Telecommunications Rights-of-Way Ordinance, except as set forth in Article 5 below, that will adversely impact Provider without allowing Provider thirty (30) days (or such longer time as mutually agreed to by the Parties in writing if thirty (30) days is insufficient) in which to comply with the amendment. The City shall give the Provider notice and an opportunity to be heard concerning any proposed amendment and shall not enact any amendment that materially alters the rights and obligations of the Parties under this Agreement or that is in conflict with any material term of this Agreement, except as set forth in Article 5 below.

1.4 Franchise Description. The Telecommunications Franchise provided herein shall confer upon the Provider, subject to the Provider's compliance with the terms of this Agreement, the nonexclusive right, privilege, and franchise to construct, operate, and maintain, replace, remove, upgrade, abandon, and install a Telecommunications System in the City Rights-of-Way. The Provider shall not permit the use of any of its Telecommunications Systems in the Rights-of-Way in any manner that would avoid or seek to avoid the need for a franchise from the City for the business of another person. Provider shall not provide services directly regulated by the Utah Public Service Commission (PSC) unless authorized by the PSC. Provider shall not operate a cable system as defined in the Cable Communications Policy Act of 1984 (47 USCA § 521, et seq., as amended) without first having obtained a separate cable franchise from the City for such cable system. The franchise does not grant to the Provider the right, privilege, or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude the Provider from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the Provider's System within the City for such purposes; or (2) providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 Assignment. The rights granted by this Agreement may not be subdivided, assigned, or subleased to another person unless agreed to in writing by the City, unless to an affiliate or successor entity, meaning to an entity merging with or acquiring Provider or acquiring substantially all of the assets of Provider, in which case the City's permission shall not be required. Notwithstanding the foregoing sentence, where the City's permission is required, the City shall not unreasonably withhold, condition, or delay its permission.

1.6 Licenses. The Provider acknowledges that it has obtained the necessary approvals, licenses, or permits required by federal and state law to provide telecommunication services consistent with such applicable federal and state laws, the provisions of this Agreement, and with the Telecommunications Rights-of-Way Ordinance.

1.7 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties, and neither Party is authorized to, nor shall either Party

act toward third persons or the public in a manner that would indicate any such relationship with each other.

ARTICLE TWO FRANCHISE FEE

2.1 **Franchise Fee.** For the franchise granted herein, Provider shall pay a tax on any taxable services provided within the City in accordance with the Municipal Telecommunications License Tax Act, as set forth in Utah Code §§ 10-1-401, et seq., less any business license fee or business license tax enacted by City. All payments shall be made to the Utah State Tax Commission as provided by law.

2.2 **Default Franchise Fee.** If the Municipal Telecommunications License Tax may no longer be lawfully collected, then the City may adopt new taxes or fees to compensate it for the license granted by this Agreement, if and as permitted by state and federal law, and the City and Provider agree to meet and confer in good faith about any amendments to this Agreement that may be necessary to accommodate the change or elimination of the Municipal Telecommunications License Tax Act.

ARTICLE THREE TERM AND RENEWAL

3.1 **Term and Renewal.** The franchise granted to Provider shall be for a period of five (5) years commencing on the first day of the month following the date this Agreement is last executed by the Parties unless this Franchise is sooner terminated or expires as herein provided (“Effective Date”). At the end of the initial five (5) year term of this Agreement, the Franchise will automatically renew for two additional, successive five (5) year renewal terms, unless either Party notifies the other not less than ninety (90) calendar days before the expiration of the then current term that it does not wish for the Franchise to auto-renew. In such event, the Parties will promptly begin discussions regarding a replacement franchise agreement.

3.2 **Rights of Provider Upon Expiration or Revocation.** For so long as Provider’s Telecommunications Systems remain in the Rights-of-Way, unless abandonment in place has occurred, or does any work in connection with its Telecommunications Systems in the Rights-of-Way, including after the expiration or termination of the franchise granted herein, Provider shall remain subject to the duties and obligations of Articles regarding Franchise Fee, Public Use Rights, Police Powers, Work in Rights-of-Way, Insurance and Indemnification, and Security for Performance of this Agreement, and any other duties and obligations set forth under the Telecommunications Rights-of-Way Ordinance, as amended.

ARTICLE FOUR PUBLIC USE RIGHTS

4.1 **City Uses of Poles and Overhead Structures.** Subject to the restrictions in Article 4.2 below, when Provider has space available, the City shall have the right to use CenturyLink Franchise Agreement – pg. 3

approved poles owned by the Provider within the City pursuant to the terms of a separate pole attachment agreement or similar agreement entered into by the Parties.

4.2 **Limitations on Use Rights.** Nothing in this Agreement shall be construed to require the Provider to increase pole capacity or do any make-ready work, alter the manner in which the Provider attaches equipment to the poles, or alter the manner in which the Provider operates and maintains its equipment.

ARTICLE FIVE POLICE POWERS

5.1 **Police Powers.** The City expressly reserves, and the Provider expressly recognizes, the City's right to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the lawful exercise of its police power for the protection of the City's property, the Rights-of-Way, and the health, safety, and welfare of its citizens and their properties. Provider agrees to comply with all such applicable ordinances, rules, and regulations presently in effect, and with all such lawful, nondiscriminatory, competitively neutral ordinances, rules, and regulations the City may subsequently enact, pursuant to the provisions of Article 1.3 of this Agreement.

ARTICLE 6 INSTALLATION, RELOCATION, AND REPAIRS

6.1 **Excavation Permit Required.** Provider shall comply with the City's permitting process and any other applicable City Ordinances, as may be amended from time to time, for all work performed within the Rights-of-Way.

6.2 **Applicable Laws.** Provider shall obtain all required permits or approvals for construction, maintenance, and operations, and shall at all times be subject to and comply with all applicable laws, statutes, codes, rules, regulations, standards, and procedures regarding the construction, operation, and maintenance of the Provider's Telecommunications Systems in the Rights-of-Ways, now in force or which, hereafter, may be promulgated (including but not limited to applicable zoning, land use, historic preservation ordinances, safety standards, and other applicable requirements) and good industry practices. The City may inspect the manner of such work and require remedies as may be necessary to assure compliance. In the event the Provider should fail to comply with the terms of any lawful and applicable City ordinance, regulation, or requirement, the City shall give the Provider written notice of such noncompliance and the time for correction provided by ordinance or as provided herein.

6.3 **Standards and Specifications.** All work in the Rights-of-Way shall be done in a safe manner and shall follow the City Ordinances and City Standards and Specifications ("Standards and Specifications") and the Manual of Uniform Traffic Control Devices (MUTCD).

Upon the City's reasonable request, the Provider will provide the City with a status report of such measures.

6.4 Workmanlike Manner. The installation, maintenance, renovation, and replacement of Provider's Telecommunications Systems in the Rights-of-Way shall be performed in a good and workmanlike manner.

6.5 Non-Interference. All Telecommunications Systems constructed by the Provider shall be located so as not to cause injury to: (i) public use of the Rights-of-Way; (ii) City's water mains, storm water infrastructure, streetlights, or any other municipal use or improvement in the Rights-of-Way; and (iii) trees and other natural features.

6.6 Underground Installation. Unless otherwise provided herein, all of Provider's newly constructed facilities within the City shall be constructed underground; provided, however, Provider shall only be required to place newly constructed facilities underground to the extent that underground placement is also required of all other existing and newly constructed lines of other telecommunication companies at that location. Provider may be permitted to install facilities overhead if: (1) it is infeasible to go underground at the time; (2) lines can be placed on already existing poles; and (3) Provider agrees to move the facilities underground at Provider's sole cost and expense when the City directs and so long as the City, at the same time, directs all other franchisees with overhead facilities in the same location to move their facilities underground. Nothing herein shall require the Provider to convert existing overhead facilities to underground facilities until and unless all other providers in the same location are required to do so under the same non-discriminatory terms and conditions. The foregoing shall not be construed to prohibit Provider's ability to overlash cable onto existing aerial facilities.

6.7 Coordinated Installation. To prevent and/or minimize the number of cuts to and excavations within the Rights-of-Way, Provider shall coordinate with the City and other utilities or users of the Rights-of-Way, when such cuts and excavations will be made. To the extent the same does not materially increase Provider's costs or otherwise materially impact Provider's operations, and subject to applicable law, Provider's installation, repairs, or maintenance of lines and facilities within the Rights-of-Way shall be made in the same trench and at the time other installations, repairs, or maintenance of facilities are conducted within the Rights-of-Way. The City will give the Provider a schedule of street repairs in advance of City work which schedules may be subject to change based upon funding. In addition, the City will hold regular meetings with the Provider to provide updates on road projects and opportunities to share costs on burying lines.

6.8 Damage to Public Property. If, during the course of installation, removal, inspection, or work on its Telecommunications Systems, the Provider, its officers, agents, contractors, or employees causes damage to or impermissibly alters any Rights-of-Way or City property other than damage from ordinary wear and tear and other damages not caused by Provider, the Provider shall (at its own cost and expense, and in accordance with the City Standard and Specifications) replace and restore it to as good a condition as existed immediately before the work commenced within such reasonable time as the City shall require, and shall be

liable to the City for any actual, reasonable, and documented costs and expenses incurred by the City as a result of such damage or alteration. Provider shall, prior to commencing work in the Rights-of-Way or other City public places, obtain a permit to perform such work from the City. The Provider will abide by all lawful applicable ordinances, rules, regulations, including the City Standard and Specifications for such work. The Provider shall give the City the telephone number of the Provider's representative for contact in an emergency. This section shall survive termination or expiration of this Agreement.

6.9 **Removal and Protection of City Property.** No City property shall be removed from the Rights-of-Way, including signage on utility poles, without prior permission from an authorized representative of the City.

6.10 **Safety.** Provider shall at all times operate, repair, and maintain its Telecommunications Systems in a safe and careful manner.

6.11 **Excavations.** Provider shall comply with all City laws and regulations for excavation and construction, and shall be responsible for obtaining all applicable permits before beginning work in the Rights-of-Way. The City shall have the right to inspect all construction or excavation. All construction, excavation, maintenance, and repair work done by the Provider shall be performed in a timely and reasonably expeditious way in conformity with the applicable laws and ordinances, including the City Standard and Specifications, and in a manner that minimizes the inconvenience to the public or individuals to an extent reasonably feasible. All public and private property in or adjacent to Rights-of-Way or other property disturbed by Provider's construction or excavation activities shall be restored as soon as reasonably possible by the Provider, at its expense, to substantially its former condition, subject to inspection by the City and compliance by the Provider with remedial action reasonably required by the City Engineer or his or her representative pursuant to said inspection. Provider shall comply with the City's requests for prompt action to remedy all damage caused by Provider, its officers, employees, agents, and contractors to public property adjacent to Rights-of-Way or other property where the Provider is performing excavation or construction work.

6.12 **Relocation.** Whenever the City shall, in the interest of the public health, safety, and general welfare require the relocation or reinstallation of any Telecommunications Systems within a Right-of-Way, Provider shall, upon not less than one hundred twenty (120) days' prior written notice, thereafter, promptly commence and diligently complete such work to remove and relocate or reinstall such Telecommunications Systems as may be necessary to meet the requirements of the City. Notwithstanding the foregoing requirement, the Provider shall use commercially reasonable efforts to relocate its Facilities upon sixty (60) days' prior written notice from the City, when requested by the City due to an Emergency, or as the Parties may otherwise agree in writing. Such relocation, removal or reinstallation by the Provider shall be at no cost to the City (for clarity, except to the extent the same is requested for beautification purposes). The Provider may ask for a meeting with the City to discuss the relocation and alignment for the relocated Telecommunications Systems. Provider will not be required to relocate the same facility at its own expense more than once every ten (10) years, barring an emergency. If a City project is funded by federal or State monies that specifically includes an

amount allocated to defray the expenses of relocation of Telecommunications Systems, the City shall reimburse the Provider up to the extent of such specified and demonstrated amount for any actual relocation costs mandated by the project to the extent that the City actually receives such federal or State funds expressly earmarked for that purpose. The requirements of this Section shall not be construed to be in derogation of any right or cause of action for reimbursement the Provider may have against a developer or other private interest which causes the need to move its lines or Telecommunications Systems; under such circumstances, the City will require as a permit condition that the developer or other private interest pay for Provider's reasonable relocation costs.

6.13 Prohibitions. Except as otherwise provided herein, Telecommunications Systems maintained or installed by Provider within the City shall be so located and constructed as not to interfere with or damage any City improvements or do any of the following acts:

- (a) Interfere with access to or use of any water or fire hydrant; obscure the view of or interfere with the installation of any traffic-control device or traffic or information sign or signal;
- (b) Interfere with sight distance established by any ordinance or law;
- (c) Obscure the light from any streetlight;
- (d) Cross any water or sewer line except at a 90-degree angle, except in accordance with a specific permit for such crossing issued by the City or in the instance that Provider's Telecommunications Systems were installed before such water or sewer line was installed;
- (e) Damage irrigation, landscaping, or trees owned or maintained by the City;
- (f) Damage any communications lines owned or maintained by the City;
- (g) Install Telecommunications Systems in the paved sidewalk area unless authorized in advance by the City; the foregoing does not limit Provider's right to maintain existing, City-approved Telecommunications Systems; and
- (h) Install Telecommunications Systems in the fall and winter months. Installation by the Provider is permitted between October and March, contingent upon obtaining express written consent from City's Public Works Director.

6.14 Removal and Relocation. The City shall have authority to require Provider to remove or relocate any Telecommunications Systems located in violation of this Article or Agreement at Provider's sole expense. Such relocation or removal shall be completed within sixty (60) days (or other period of time as the Parties may mutually agree to be acceptable for the required work) of written notice from the City. The notice shall prescribe the area where the facility is located and any other special conditions reasonably deemed necessary by the City.

6.15 Maps. Upon request, Provider shall within a reasonable time, but no more than ninety (90) days, develop and deliver to the City maps of its Telecommunications Systems in pdf format; provided that Provider may exclude details Provider considers to be proprietary, trade secrets, or the disclosure of which would cause network security concerns.

6.16 **Damage to Others' Facilities.** During construction or maintenance, if Provider, its contractors, subcontractors, employees, agents, or assigns causes damage to or a break in any lines, cables, ducts, conduit, or other facilities located in or out of the Rights-of-Way, the Provider shall immediately notify the affected Party and the City by the fastest practical means.

6.17 **City's Right to Perform.** If Provider, its successors or assigns fails to perform any obligation under this Article or Agreement after being given advance notice of and opportunity to cure the same in the amount of time specified in the applicable section of this Agreement, and in any event no less than a reasonable amount of time, then the City shall have the right, but not the obligation, by its own employees or by a contractor, to perform the obligation upon fifteen (15) days prior written notice to the Provider. The City shall in that event be reimbursed its reasonable, direct, out-of-pocket costs by the Provider within thirty (30) days after receipt of a detailed invoice for the work so performed. This Subsection shall survive the termination or expiration of this Agreement.

ARTICLE SEVEN EARLY TERMINATION, REVOCATION OF FRANCHISE, AND OTHER REMEDIES

7.1 **Grounds for Termination.** Subject to applicable State and Federal law, the City may terminate or revoke this Agreement and all rights and privileges provided herein upon ninety (90) days prior written notice for any of the following reasons:

- (a) The Provider fails to make timely payments of the Municipal **Telecommunication License Tax** and does not correct such failure within thirty (30) calendar days after receipt of written notice by the City of such failure; provided, however, that any payment made pursuant to such request shall not be deemed to constitute a waiver of the City's right to challenge the calculation of the franchise fee;
- (b) The Provider, by act or omission, violates a material duty under this Agreement that is within the Provider's control and for which specific redress is not expressly provided elsewhere in this Agreement and the Provider fails to remedy the violation in conformance with the procedures set forth in Section 7.2; or
- (c) The Provider becomes insolvent, unable, or unwilling to pay its debts when due; is adjudged bankrupt; or all or part of its Facilities should be sold under an instrument to secure a debt and is not redeemed by the Provider within sixty (60) days.

7.2 **Procedure for Termination.** The City shall hold a hearing to determine if Provider has violated a material duty of this Agreement; provided that Provider is allowed to attend said hearing and given an opportunity to respond. In the event the City reasonably determines that Provider has violated a material duty under this Agreement, the City shall provide written notice of such determination to the Provider. Provider shall commence and diligently pursue efforts to remedy the conditions identified in the notice ("Conditions"). Provider shall have thirty (30) calendar days from the date it receives notice, or such other time as may be mutually agreed upon by the Parties, to remedy the Conditions, or, if the violation is of such nature or due to flood, earthquake, or other act of God, riot, civil unrest, war, or other event beyond the control of Provider and a longer time is necessary to remedy the Conditions, CenturyLink Franchise Agreement – pg. 8

then the time needed to remedy the Conditions ("Correction Time") shall be extended for such time as is actually necessary to remedy the Conditions; provided, however, that the reason for the failure to remedy the Conditions within the Correction Time must not be the intentional or negligent act or omission of the Provider in remedying the Conditions. After the expiration of the Correction Time, if the Provider has failed to remedy the Conditions, the City may declare the Franchise forfeited and this Agreement terminated, and thereupon, the Provider shall have no further rights or authority hereunder.

7.3 **Reserved Rights.** Nothing contained herein shall be deemed to preclude the Provider from pursuing any legal or equitable rights or remedies it may have to challenge the action of the City.

7.4 **Remedies at Law.** In the event the Provider or the City fails to fulfill any of its respective obligations under this Agreement, the City or the Provider, whichever the case may be, may pursue such remedies provided herein or available at law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement. Remedies for contractual breach by the City shall be limited to specific performance. Except for a party's indemnification obligations, in no event shall either party be liable to the other party for any indirect, incidental, special, punitive, or consequential damages arising out of, or in connection with, this Agreement, including, but not limited to, lost profits, lost revenue, loss of goodwill, loss of anticipated savings, loss of data, incurred or suffered by either part.

7.5 **Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the City and the Provider. This Agreement shall not be deemed to create any right in any person who is not a Party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third Party (other than the permitted successors and assigns of a Party hereto).

ARTICLE EIGHT PARTIES' REPRESENTATIVES

8.1 **City Representative and Address.** The City Manager or his or her designee(s) shall serve as the City's representative regarding the administration of and communication about this Agreement ("City Representative"). Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from the Provider to the City pursuant to or concerning this Agreement, shall be delivered to the City's representative at the following address, or such other officer and address as the City may designate by written notice to the Provider:

Roy City
ATTN:
City Manager
5051 S 1900 W, Roy, UT 84067

With copies sent to the following:

Roy City
ATTN: City Attorney
5051 S 1900 W, Roy, UT 84067

8.2 **Provider Representative and Address.** The Provider's representative shall serve as the Provider's representative regarding the administration of and communication about this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from the City to the Provider pursuant to or concerning this Agreement, shall be delivered to Provider's Representative at the following address, or such other officer and address as the Provider may designate by written notice to the City:

Qwest Corporation d/b/a CenturyLink QC
ATTN: ROW NIS
1025 Eldorado Blvd,
Broomfield, CO 80021

With copies sent to the following:

Qwest Corporation d/b/a CenturyLink QC
ATTN: Network Legal Counsel
[Address]931 14th St.
Denver, CO 80202

8.3 **Failure of Designee.** The failure or omission of the City's or Provider's representative to act shall not constitute any waiver or estoppel by the City or Provider.

ARTICLE NINE INSURANCE AND INDEMNIFICATION

9.1 **Insurance.** Prior to commencing operations in the City pursuant to this Agreement, the Provider shall furnish to the City evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that the Provider is effectively self-insured if the Provider has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by the Provider from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage acceptable to the City.

9.2 **Indemnification.** The Provider agrees to indemnify, and hold harmless the City from and against all losses, claims, suits, judgments, demands, expenses, subrogation, liens, reasonable attorney's fees, and costs or actions of any kind and nature ("Claims and Demands") resulting from personal or bodily injury to any person, including employees of Provider or any

contractor or subcontractor engaged or employed by Provider, including bodily injury or death, or damages to any real or personal property, to the extent arising or resulting from any negligent acts or omissions of Provider, its contractors, subcontractors, officers, employees, and agents while exercising any of the rights or privileges granted by this Agreement, and to pay any and all costs, including reasonable attorney fees, incurred by the City in defense of such Claims and Demands. The City shall give written notice to the Provider of any Claims and Demands with respect to which the City seeks indemnification and, unless in the City's judgment, a conflict of interest may exist between the Parties with respect to the Claims and Demands, the City shall permit the Provider to assume the defense of such with counsel of the Provider's choosing, unless the City reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, the Provider shall not be obligated to indemnify or defend the City for any Claims and Demands caused by the negligence or willful misconduct of the City, its officers, agents, and employees, or a third party who is not Provider's employee, agent, or contractor. This Subsection 9.2 shall survive the termination or expiration of this Agreement.

9.3 City Participation in Litigation. The Provider shall timely notify the City of any litigation which would negatively affect the City's material rights under this Agreement. Notwithstanding Subsection 9.2, the City shall have the right, at its sole cost and expense, to take part in any such suit, action, or proceeding instituted by or against Provider. Provider shall not object to the City's exercise of such right. In the event that Provider refuses the tender of defense in any suit or any claim, as required by this Article, and that refusal is subsequently determined by a court having appropriate jurisdiction (or such other tribunal that the Parties agree to decide the matter), to have been a wrongful refusal on the part of Provider, Provider shall pay all of City's reasonable costs for defense of the action, including all reasonable expert witness fees, costs, and attorneys' fees, and including costs and fees incurred in recovering under this Article 9.

ARTICLE TEN GENERAL PROVISIONS

10.1 Binding Agreement. The Parties represent that: (a) when executed by their respective representatives, this Agreement shall constitute legal and binding obligations of the Parties; (b) each Party has complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation in entering into this Agreement.

10.2 Utah Law. This Agreement shall be interpreted pursuant to Utah law. Any claim or lawsuit arising out of this Agreement shall be brought in the Second District Court, Weber County, Utah, or in the U.S. District Court for the State of Utah located in Salt Lake County, Utah.

10.3 Discussion and Mediation. Notwithstanding any other provision contained herein, before the City or the Provider brings an action or claim before any court or regulatory body arising out of a duty or right arising under this Agreement, the Provider and the City shall first make a good-faith effort to resolve their dispute by discussion and then, if that fails, by nonbinding mediation by a mediator acceptable to both Parties, the cost of which shall be borne

equally by the Parties. Notwithstanding the foregoing, any obligation or requirement to engage in mediation under this section shall in no event prevent a Party from initiating litigation in order to avoid the lapse of a statute of limitations or to obtain an equitable remedy.

10.4 **Time of the Essence.** Time shall be of the essence of this Agreement.

10.5 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior negotiations, agreements, or understandings between the Parties related to the subject matter hereof.

10.6 **No Waiver.** No failure by any Party to insist on the strict performance of any covenant, duty, or condition of this Agreement or to exercise any right or remedy consequent on a breach of this Agreement shall constitute a waiver of any such breach or of such or any other covenant, duty, or condition.

10.7 **Interpretation.** Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. Each of the foregoing genders and plurals is understood to refer to a corporation, partnership, or other legal entity when the context so requires.

10.8 **Headings.** The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

10.9 **No Presumption.** Both Parties have participated in preparing this Agreement. Therefore, the Parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting Party.

10.10 **Amendments.** This Agreement may only be modified or amended by written agreement signed by the Parties. No oral modifications or amendments shall be effective.

10.11 **Binding Agreement.** This Agreement shall be binding upon the lawful successors, administrators, and assigns of each of the Parties.

10.12 **Severability.** If any section, sentence, paragraph, term, or provision of this Agreement or the Telecommunications Rights-of-Way Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any State or federal, legislative, regulatory, or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal, or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term, or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof unless the Agreement cannot reasonably be construed to effectively implement CenturyLink Franchise Agreement – pg. 12

the intent of the Parties as provide herein. Notwithstanding the foregoing, if the invalidated portion is considered a material consideration for entering into this Agreement, the Parties will meet and confer on a mutually acceptable amendment to this Agreement. As used herein, “material consideration” for the City is the State of Utah’s right or ability to collect the Municipal Telecommunications License Tax during the term of this Agreement and the City’s ability to manage the Rights-of-Way as provided in this Agreement, and the Telecommunications Rights-of-Way Ordinance. For Provider, “material consideration” is its ability to use the Rights-of-Way for telecommunication purposes as provided in this Agreement, and the Telecommunications Rights-of-Way Ordinance.

10.13 Warranty of Authorization. The person signing for and on behalf of Provider warrants and represents that he or she is duly authorized and empowered to enter into this Agreement for and on behalf of Provider, and that Provider is duly organized and validly existing under the laws of the State of Utah, and that by his or her signature, he or she does bind Provider to the terms of this Agreement. The person signing below for Provider warrants to the City that all necessary company approvals, authorizations, and consents have been obtained, and all company procedures required to be taken have been followed to enable Provider to enter into this Agreement and to perform its duties hereunder.

IN WITNESS HEREOF, the Parties have executed this Agreement in duplicate, each of which shall be deemed an original.

Signed and entered into this _____ day of _____, 20_____.

**“City”
Roy City**

By: _____
Mayor

ATTEST:

Brittany Fowers, City Recorder

**“Provider”
Qwest Corporation d/b/a CenturyLink QC**

By: _____

Roy City Council Agenda Worksheet

Roy City Council Meeting Date: March 19, 2024

Agenda Item Number: Discussion Item #1

Subject: 4300 West Pedestrian Crossing

Prepared By: Joe Paul

Background: The concern of an unsafe pedestrian crossing was brought to the City Council's attention on Sept 5, 2023. Because of that concern, the City hired Atrans Transportation Engineering to perform a study in that area. The City Council and staff were presented with the results of that study during a City Council Work Session on Oct 17, 2023 (the results of the study are attached). The results of the study did not justify placing a pedestrian beacon in that area based on the information in the Manual for Uniform Traffic Control Devices MUTCD. I believe everyone present was surprised at the results.

The study did, however, list a few alternatives to a pedestrian beacon (see attached). If the City elects to do something in that area, we will have to follow the guidelines from the MUTCD as the authority for traffic control devices. Two of the options listed are a tabletop crosswalk or extended curbs (chicanes). I believe either of those would be helpful for pedestrian safety. However, as we have seen in other areas of the City, residents do not like calming devices. I believe the City will have more concerned residents from these types of calming devices than from pedestrian safety. I feel that we must do all we can within our authority as a City to protect pedestrians and help make this a safer area for people to cross the street to use the park or cross the street to go to school.

One thing the City did do to help slow traffic in that area is to install two speed feedback signs on each side of Emma Russell on 4300 West. I have received reports from residents in that area that people slow down for the signs and then speed up as soon as they pass them. I have witnessed this type of driving behavior in that area as well on 5700 South where the speed humps are located. Attached is some data from the feedback signs.

As you may be aware, Weber School District recently changed the school boundaries for Freedom Elementary for the 2024 school year. It is my understanding that the entire neighborhood east of Emma Russell will now be in the boundaries for Freedom Elementary. It is my understanding that prior to Jan 29, 2024 that the Safe Sidewalk Route for Freedom Elementary directed students on the East Side of Emma Russell to walk North to 5500 South and cross at the intersection. It appears that the Safe Side Walk Route may have been changed by the school on Jan 29, 2024 without the City being made aware of it. Both of these changes will increase the foot traffic and pedestrians crossing 4300 West.

The soccer season is starting to get underway and this will increase pedestrian traffic in that area as children will be crossing the street to get two and from the fields.

Other recent changes that have affected the traffic patterns in that area are the opening of the West Davis Corridor and the construction on 5600 South. These two changes have significantly increased traffic in that area as alternative routes.

Discussion: Residents in that area have posted videos and mentioned these issues on Facebook in recent weeks. Residents have also reached out to me with their concern for pedestrian safety. I have personally witnessed drivers not stopping for pedestrians and going around stopped vehicles. At some point a pedestrian will get hit in that area or there will be an accident from vehicles being driven around vehicles that are stopped for pedestrians.

What should we do as a City to make that area safer for pedestrians? I recommend based on recent changes to School Boundaries, Safe Sidewalk Routes, the opening of the West Davis Corridor and the construction on 5600 staff should reach out to the engineer that did the traffic study and discuss these changes. Are the changes enough to warrant a pedestrian beacon or do we need to do another traffic study.

Another item to consider is the Transportation Plan and the Five-Year Strategic Plan recommends increasing the speed limit in that area to be more consistent with the roads to the South and North of that area. How does this play into our decision?

Recommendation (Information Only or Decision): Open to discussion.

Contact Person / Phone Number: Joe Paul 801-725-2356 jpaul@royutah.org

City Manager
Matt Andrews

Assistant City Manager
Brody Flint

City Recorder
Brittany Fowers



Mayor
Robert Dandoy

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

ROY CITY COUNCIL SPECIAL WORK SESSION AGENDA OCTOBER 17, 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. Discussion Items

1. Traffic/Crosswalk Beacons
2. Transient Room Tax
3. Aquatic Center Rentals
4. 2024 Roy Days Recommendations

C. City Manager & Council Report

D. Adjournment

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

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

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 13th day of October 2023. A copy was also posted on the Roy City Website and Utah Public Notice Website on the 13th day of October 2023.

Visit the Roy City Web Site @ www.royutah.org

Roy City Council Agenda Information – (801) 774-1020

Brittany Fowers
City Recorder



Roy City Council Agenda Worksheet

Roy City Council Meeting Date: 17 Oct 2023 Work Session

Agenda Item Number: Discussion Item #1

Subject: Traffic / Crosswalk Beacon

Prepared By: Matt Andrews / Bob Dandoy

Background:

- In the 2 May 2023, City Council meeting family members around 4000 South requested the city to place a Hybrid Flashing Crosswalk Beacon on 4000 South. During the meeting it was suggested that the city could do it immediately without guidance from an Engineering Study. The Council approved the city staff to place the beacon at the 4000 South Crosswalk. That beacon is now in place.
- In the 18 July 2023, City Council meeting there was a discussion on speeding concerns on Midland Drive. Additional speeding sensors were ordered.
- In the 15 Aug 2023, City Council Meeting there was a discussion on a 4-way Stop Sign at 5175 S 2500 W.
 - During the 8/15/2023 Council Meeting, David & Carrie Mcilrath proposed a request for a four-way stop sign to be installed at 2500 W 5175 S.
 - David pointed out the seriousness of recent accidents and lack of visibility that prompted their request after a family member was involved in an accident at the intersection.
 - Mayor Dandoy stated it was worth looking into and he would ask for information from Police Chief Gwynn.
 - Police Chief Gwynn has provided the following:
 - Since 2017 there have been 3 accidents. Accidents included are 2 auto v auto accidents and 1 auto-pedestrian accident with the auto-pedestrian accident being the most recent in 2023.

It was directed that this issue be addressed in a separate Council Work Session.

- During the 5 Sept 2023 City Council meeting in public comments there was a discussion about the need for a flashing pedestrian light at 5757 South 4300 West.
- During the 5 Sep 2023, City Council in the Public Comment period there was a discussion on a 3 way STOP at 2175 West 2500 South.

Discussion:

- See attached document.

Recommendation (Information Only or Decision): Information Only

Contact Person / Phone Number: Matt Andrews / Bob Dandoy

September 22, 2023



RE: 4300 West & 5750 South Crosswalk Enhancement Evaluation, Roy, Utah

The purpose of this memo is to discuss the pedestrian treatment options for the existing pedestrian crossing located along 4300 West at 5750 South in Roy, Utah. The crossing is currently indicated by pavement marking and signage. The purpose of this pedestrian evaluation is to:

- evaluate the crossing usage,
- evaluated the need for enhanced control
- provide options for pedestrian control / protection enhancements.

The crossing location is shown in Figure 1 and the existing crossing features are shown in Figure 2.

Figure 1: Pedestrian Crossing Location



P.O. Box 521651 Salt Lake City, UT 84152
(801) 949-0348 atrans@comcast.net

Figure 2: Existing Pedestrian Crossing



Existing Conditions

Pedestrian counts were taken at the intersection and were collected for 12 hours Thursday September 14th and Saturday September 16th using the LTAP center for data collection. The peak hour for pedestrian crossings were determined as 8:00 – 9:00 AM and 3:00 – 4:00 PM on Thursday and 12:00 – 1:00 PM on Saturday. Table 1 shows the summary of Peak Hour Data Collection.

Table 1: Data Collection Peak Hour Summary

Day	Time	Total Pedestrians	Pedestrian Groups
Thursday September 14	8:00 – 9:00 AM	9	5
Thursday September 14	3:00 – 4:00 PM	16	8
Saturday September 16	12:00 – 1:00 PM	20	11

4300 South (Rt 1483) at the crosswalk location has one northbound lane and one southbound lane with 42 feet of asphalt. UDOT Traffic on Utah Highways 2021 has a recorded AADT of 1,086 veh/day. The posted speed along 4300 West is 25 MPH.

Speed Data

Speed data was collected on Thursday September 14, 2023 along 4300 West near the pedestrian crossing. A summary of the collected data is shown in Table 2.

Table 2: Speed Data Summary

	Northbound (MPH)	Southbound (MPH)
Average	29	28
85 th Percentile	35	31

The posted speed along 4300 West is 25 MPH. The average speed along this section is 29 MPH NB and 28 MPH SB which is within 5 MPH of the posted speed. The 85th Percentile speed exceeds 30 MPH with 35 MPH NB and 31 MPH SB. This road is functioning and as collector and the speed data suggests that a posted speed of 30 MPH is probably more appropriate.

HAWK Beacon Warrant Analysis

Two MUTCD warrants are performed for this location to determine if a HAWK crossing or Pedestrian Hybrid Beacon would be appropriate at this location. They are summarized below.

Section 4C.05 Warrant 4, Pedestrian Volume

Support: The Pedestrian Volume signal warrant is intended for application where the traffic volume on a major street is so heavy that pedestrians experience excessive delay in crossing the major street.

Standard: The need for a traffic control signal at an intersection or midblock crossing shall be considered if an engineering study finds that one of the following criteria is met:

A. For each of any 4 hours of an average day, the plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding pedestrians per hour crossing the major street (total of all crossings) all fall above the curve in Figure 4C-5; or **(none of the processed peak hours are above the curve – Warrant Not Met)**

B. For 1 hour (any four consecutive 15-minute periods) of an average day, the plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding pedestrians per hour crossing the major street (total of all crossings) falls above the curve in Figure 4C-7. **(critical peak hour applied - Warrant Not Met)**

Figure 4C-5. Warrant 4, Pedestrian Four-Hour Volume

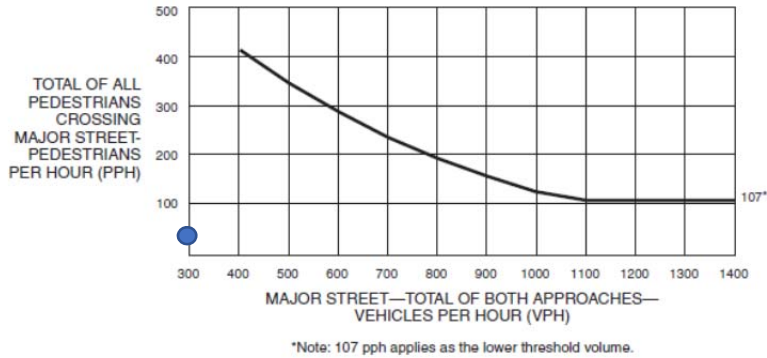
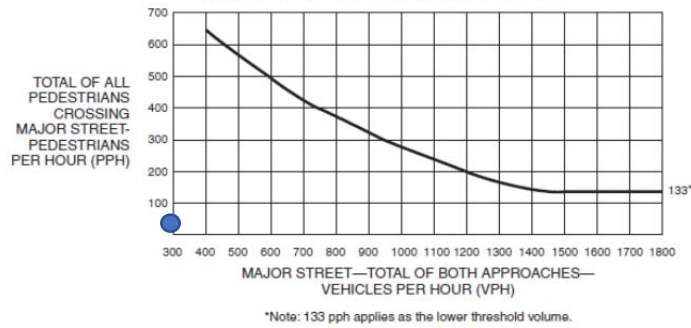


Figure 4C-7. Warrant 4, Pedestrian Peak Hour



A pedestrian signal warrant is not met at this location.

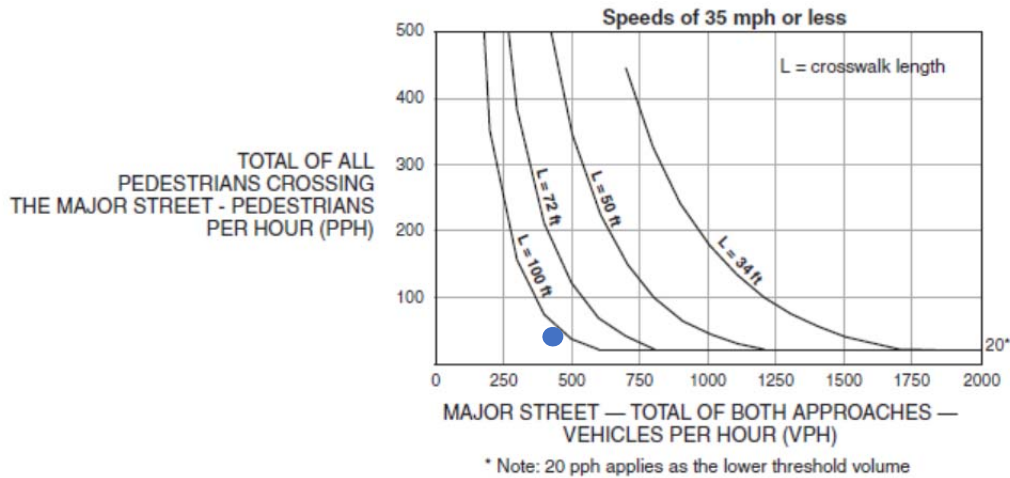
Section 4F.01 Application of Pedestrian Hybrid Beacons

Support: A pedestrian hybrid beacon is a special type of hybrid beacon used to warn and control traffic at an unsignalized location to assist pedestrians in crossing a street or highway at a marked crosswalk.

Standard: If used, pedestrian hybrid beacons shall be used in conjunction with signs and pavement markings to warn and control traffic at locations where pedestrians enter or cross a street or highway. A pedestrian hybrid beacon shall only be installed at a marked crosswalk.

For a major street where the posted or statutory speed limit or the 85th-percentile speed is 35 mph or less, the need for a pedestrian hybrid beacon should be considered if the engineering study finds that the plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding total of all pedestrians crossing the major street for 1 hour (any four consecutive 15-minute periods) of an average day falls above the applicable curve in Figure 4F-1 for the length of the crosswalk. (Critical peak hour applied for 42 ft crosswalk - Warrant Not Met)

Figure 4F-1. Guidelines for the Installation of Pedestrian Hybrid Beacons on Low-Speed Roadways



A pedestrian hybrid beacon warrant is not met at this location.

Unsignalized Pedestrian Crossing Evaluation

The Federal Highways Administration (FHWA) has released a Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations. (July 2018). Enhanced crosswalks are pedestrian crossing countermeasures used in addition to the pavement markings typically used at pedestrian crossings. FHWA’s Table 1: Application of pedestrian crash countermeasures by roadway feature is shown below and a summary of countermeasures deemed appropriate are shown in Table 3.

Table 1. Application of pedestrian crash countermeasures by roadway feature.

Roadway Configuration	Posted Speed Limit and AADT								
	Vehicle AADT <9,000			Vehicle AADT 9,000–15,000			Vehicle AADT >15,000		
	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph
2 lanes (1 lane in each direction)	1 2 3	1 3	1	1	1	1	1	1	1
	4 5 6	5 6	5 6	4 5 6	5 6	5 6	4 5 6	5 6	5 6
3 lanes with raised median (1 lane in each direction)	1 2 3	1 3	1 3	1 3	1 3	1 3	1 3	1 3	1 3
	4 5	5	5	4 5	5	5	4 5	5	5
3 lanes w/o raised median (1 lane in each direction with a two-way left-turn lane)	1 2 3	1 3	1 3	1 3	1 3	1 3	1 3	1 3	1 3
	4 5 6	5 6	5 6	4 5 6	5 6	5 6	4 5 6	5 6	5 6
4+ lanes with raised median (2 or more lanes in each direction)	1 3	1 3	1 3	1 3	1 3	1 3	1 3	1 3	1 3
	5	5	5	5	5	5	5	5	5
4+ lanes w/o raised median (2 or more lanes in each direction)	1 3	1 3	1 3	1 3	1 3	1 3	1 3	1 3	1 3
	5 6	5 6	5 6	5 6	5 6	5 6	5 6	5 6	5 6

Given the set of conditions in a cell,

- # Signifies that the countermeasure is a candidate treatment at a marked uncontrolled crossing location.
- Signifies that the countermeasure should always be considered, but not mandated or required, based upon engineering judgment at a marked uncontrolled crossing location.
- Signifies that crosswalk visibility enhancements should always occur in conjunction with other identified countermeasures.*

The absence of a number signifies that the countermeasure is generally not an appropriate treatment, but exceptions may be considered following engineering judgment.

- 1 High-visibility crosswalk markings, parking restrictions on crosswalk approach, adequate nighttime lighting levels, and crossing warning signs
- 2 Raised crosswalk
- 3 Advance Yield Here To (Stop Here For) Pedestrians sign and yield (stop) line
- 4 In-Street Pedestrian Crossing sign
- 5 Curb extension
- 6 Pedestrian refuge island
- 7 Rectangular Rapid-Flashing Beacon (RRFB)**
- 8 Road Diet
- 9 Pedestrian Hybrid Beacon (PHB)**

*Refer to Chapter 4, "Using Table 1 and Table 2 to Select Countermeasures," for more information about using multiple countermeasures.
 **It should be noted that the PHB and RRFB are not both installed at the same crossing location.

Table 3: Data Collection Peak Hour Summary

1	High-visibility crosswalk markings, parking restrictions on crosswalk approach, adequate nighttime lighting levels, and crossing warning signs. Crosswalk visibility enhancements should always occur in conjunction with other identified countermeasures.
2	Raised Crosswalk
4	In-Street Pedestrian Crossing sign
5	Curb extension
6	Pedestrian refuge island

Summary and Recommendations

Per the MUTCD a Pedestrian Signal (HAWK) and a Pedestrian Hybrid Beacon (RRFB) are not warranted at this location. Per the FHWA at a minimum, high-visibility crosswalk markings, parking restrictions on crosswalk approach, adequate nighttime lighting levels, and crossing warning signs should occur at this location. This criteria has already been met by existing features.

Additional enhancements that are warranted at this location include:

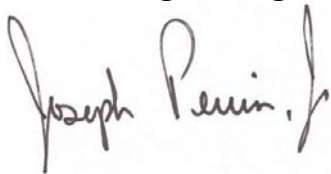
- A raised crosswalk as a tactile method of alerting drivers to the crosswalk
- The addition of in-street pedestrian crossing signs
- Add curb extensions along 4300 West to alert drivers of the crossing location
- Add a pedestrian refuge island in center of roadway.



Please let me know if you have any questions.

Sincerely,

A-Trans Engineering



Joseph Perrin, PhD, PE, PTOE
Principal

P.O. Box 521651 Salt Lake City, UT 84152
(801) 949-0348 atrans@comcast.net

Weekly Report: Statistics Summary

Location: 4300w 5840s
 Address: 4300w 5840s
 Speed Limit: From schedule 25 mph

Report Period: 2024-01-29 to 2024-03-03
 Total Vehicle Count: 65135

Hour	Total Vehicle	Average Vehicles	Total Violations	PercentViolations	MIN Speed	MAX Speed	Speed Average	85% Speed mph	Speed (mph)	Count
									Speed (mph)	Count
									1-5	214
									6-10	156
00:00 - 01:00	578	116	461	80 %	3	45	28	33	11-15	119
01:00 - 02:00	292	58	237	81 %	3	53	28	34	16-20	526
02:00 - 03:00	224	45	185	83 %	16	47	28	33	21-25	11375
03:00 - 04:00	159	32	118	74 %	H 17	43	28	33	26-30	34615
04:00 - 05:00	469	94	332	71 %	3	46	28	33	31-35	15159
05:00 - 06:00	1038	208	794	76 %	3	48	28	32	36-40	2650
06:00 - 07:00	1996	399	1515	76 %	3	47	27	32	41-45	282
07:00 - 08:00	2925	585	2237	76 %	5	49	28	31	46-50	33
08:00 - 09:00	3536	707	2716	77 %	4	53	28	32	51-55	5
09:00 - 10:00	3195	639	2671	84 %	3	47	29	33	56-60	1
10:00 - 11:00	3272	654	2711	83 %	3	50	29	33	61-65	0
11:00 - 12:00	3715	743	3025	81 %	3	46	28	33	66-70	0
12:00 - 13:00	3917	783	3218	82 %	3	52	29	32	71-75	0
13:00 - 14:00	3995	799	3267	82 %	3	48	28	32	76-80	0
14:00 - 15:00	4448	890	3635	82 %	3	48	28	32	81-85	0
15:00 - 16:00	5040	1008	3963	79 %	3	43	28	32	86-90	0
16:00 - 17:00	H 5422	H 1084	H 4386	81 %	3	43	28	32	91-95	0
17:00 - 18:00	5403	1081	4288	79 %	3	45	28	31	96-100	0
18:00 - 19:00	4726	945	3856	82 %	3	H 57	28	31	Total	65135
19:00 - 20:00	3536	707	2966	84 %	3	45	29	32		
20:00 - 21:00	2708	542	2277	84 %	3	48	29	32		
21:00 - 22:00	2227	445	1908	H 86 %	3	44	29	32		

22:00 - 23:00	1474	295	1255	85 %	3	52	29	32
23:00 - 24:00	840	168	663	79 %	3	44	27	32
Summary	65135	13027	52684	AVG: 80 %	3	57	AVG: 28	AVG: 32

H - highest value in the column, **H** is highest H value in report

** "n/a" - means the sign did not collect any data at the time stipulated in the report. "n/a" values are NOT included in calculations.

Weekly Report: Statistics Summary

Location: South 4300 West (Emma Russel - North West)
 Address: South 4300 West (Emma Russel - North West)
 Speed Limit: From schedule 25 mph

Report Period: 2024-01-29 to 2024-03-03
 Total Vehicle Count: 59180

Hour	Total Vehicle	Average Vehicles	Total Violations	PercentViolations	MIN Speed	MAX Speed	Speed Average	85% Speed mph	Speed (mph)	Count
									1-5	500
00:00 - 01:00	650	130	488	75 %	3	51	27	32	6-10	301
01:00 - 02:00	278	56	197	71 %	H 7	42	27	31	11-15	392
02:00 - 03:00	180	36	113	63 %	3	H 56	26	31	16-20	1255
03:00 - 04:00	216	43	135	63 %	3	51	25	31	21-25	11361
04:00 - 05:00	248	50	159	64 %	3	43	26	33	26-30	29548
05:00 - 06:00	860	172	661	77 %	3	44	28	34	31-35	13363
06:00 - 07:00	1478	296	1131	77 %	3	45	28	32	36-40	2255
07:00 - 08:00	2351	470	1773	75 %	3	51	27	32	41-45	181
08:00 - 09:00	3267	653	2333	71 %	3	46	27	31	46-50	17
09:00 - 10:00	2758	552	2189	79 %	3	50	28	33	51-55	6
10:00 - 11:00	3018	604	2389	79 %	3	50	28	33	56-60	1
11:00 - 12:00	3662	732	2973	H 81 %	3	46	28	33	61-65	0
12:00 - 13:00	3775	755	3005	80 %	3	48	28	32	66-70	0
13:00 - 14:00	3919	784	3115	79 %	3	45	28	32	71-75	0
14:00 - 15:00	4138	828	3317	80 %	3	48	28	32	76-80	0
15:00 - 16:00	4395	879	3307	75 %	3	43	27	32	81-85	0
16:00 - 17:00	4360	872	H 3362	77 %	3	48	28	32	86-90	0
17:00 - 18:00	H 4421	H 884	3290	74 %	3	46	27	31	91-95	0
18:00 - 19:00	4096	819	3065	75 %	3	45	27	31	96-100	0
19:00 - 20:00	3573	715	2740	77 %	3	45	28	32	Total	59180
20:00 - 21:00	2966	593	2179	73 %	3	52	27	31		
21:00 - 22:00	2261	452	1727	76 %	3	48	27	32		

22:00 - 23:00	1562	312	1127	72 %	3	48	27	32
23:00 - 24:00	748	150	587	78 %	3	41	28	32
Summary	59180	11837	45362	AVG: 75 %	3	56	AVG: 27	AVG: 32

H - highest value in the column, **H** is highest H value in report

** "n/a" - means the sign did not collect any data at the time stipulated in the report. "n/a" values are NOT included in calculations.

4300 West Crosswalk Enhancements March 2024

The following information is provided to help understand the recommendations made by Dr Perrin in his 4300 West crosswalk report dated Sept 2023.

The primary purpose of traffic calming is to support the livability and vitality of residential and commercial areas through improvements in non-motorist safety, mobility, and comfort. These objectives are typically achieved by reducing vehicle speeds or volumes on a single street or a street network. Traffic calming measures consist of horizontal, vertical, lane narrowing, roadside, and other features that use self-enforcing physical or psycho-perception means to produce desired effects.

In the 1990s as traffic calming was gaining popularity in the U.S. but still relatively new, there was a strong interest to better understand the impacts of traffic calming on emergency response. Particularly, fire departments were interested in the delay caused by traffic calming measures on their response times. Fire departments typically set maximum response times for emergency situations and there was concern that fire vehicles on traffic calmed streets would encounter unacceptable delay. In addition, there was concern regarding the potential damage that the exposure to traffic calming measures could cause to the fire vehicles, such as the vertical deflection experienced when crossing a speed hump.

Traffic calming measures have the potential to affect snow removal vehicles and operations. The issues should be discussed, understood, and potential solutions coordinated during the process of developing a traffic calming plan in an area that receives snow.

- Potential for damage to traffic calming measures – some jurisdictions mark traffic calming measures or ensure maintenance crew are familiar with their locations on streets they plow.
- Potential for damage to snow removal equipment – potential solutions include using rubber tipped plows, installing gently sloped vertical measures, slightly raising the plow at vertical measures, and using salt (and/or sand) to melt the snow at the measure.

Raised Crosswalk

Raised crosswalks are ramped speed tables spanning the entire width of the roadway, often placed at midblock crossing locations. The crosswalk is demarcated with paint and/or special paving materials. These crosswalks act as traffic-calming measures that allow the pedestrian to cross at grade with the sidewalk.

Raised crosswalks are typically installed on 2-lane or 3-lane roads with speed limits of 30 mph or less and annual average daily traffic (AADT) below about 9,000. Raised crossings should generally be avoided on truck routes, emergency routes, and arterial streets.

Since this countermeasure can cause discomfort and noise (especially with larger vehicles), it may be appropriate to get public buy-in. Raised crosswalks may not be appropriate for bus transit routes or primary emergency vehicle routes. For States that experience regular snowfall, snowplowing can be a concern.



In-Street Pedestrian Signs

In-Street signs are plastic signs placed in the roadway at the un-signalized crosswalk location, making the motorists aware of their responsibilities “Yield to Pedestrians” or “Stop for Pedestrians” in the Crosswalk. In-street signs can be permanently installed in the roadway or mounted on a portable base to allow them to be taken in and out of the street for special needs. They are more effective on two-lane low-speed streets than on multi-lane high-speed streets.



Curb Extensions (Chicane)

A chicane is a series of alternating curves or lane shifts that are located in a position to force a motorist to steer back and forth out of a straight travel path. The curvilinear path is intended to reduce the speed at which a motorist is comfortable travelling through the feature. The lower speed could in turn result in a traffic volume reduction.



Pedestrian Refuge Island in Center of Roadway

A pedestrian refuge island is a median with a refuge area that is intended to help protect pedestrians who are crossing a multilane road. This countermeasure is sometimes referred to as a crossing island, refuge island, or pedestrian island. The presence of a pedestrian refuge island at a midblock location or intersection allows pedestrians to focus on one direction of traffic at a time as they cross and gives them a place to wait for an adequate gap in oncoming traffic before finishing the second phase of a crossing.

Refuge islands are highly desirable for midblock pedestrian crossings on roads with four or more travel lanes, especially where speed limits are 35 mph or greater and/or where annual average daily traffic (AADT) is 9,000 or higher. They are also a candidate treatment option for uncontrolled pedestrian crossings on 3-lane or 2-lane roads that have high vehicle speeds or volumes. When installed at a midblock crossing, the island should be supplemented with a marked high-visibility crosswalk.

The design must accommodate pedestrians with disabilities. Islands should be at least 4 feet wide (preferably 8 feet) and of adequate length to allow the anticipated number of pedestrians to stand and wait for gaps in traffic before crossing. The cut-through must include detectable warnings if the

island width is at least 6 feet. Islands should be illuminated or highlighted with streetlights, signs, and/or reflectors to ensure that they are visible to motorists. They can be constructed so that crossing pedestrians are directed to the right, so they can more easily view oncoming traffic after they are halfway through the crossing. If applicable, evaluate the impact of the island on bicycle facility design.



Roy City Council Agenda Worksheet

Roy City Council Meeting Date: 19 March 2024

Agenda Item Number: Discussion Item #2

Subject: Roy City Yard of the Month Recognition Program

Prepared By: Bob Dandoy

Background:

- The purpose of the Roy City “Yard of the Month” recognition program is to recognize neighbors who demonstrate above-average efforts in maintaining their home, thereby contributing to the overall aesthetic appearance of the community.

Discussion:

- Review the attached draft policy and determine the next step.

Recommendation (Information Only or Decision): Decision to formalize policy.

Contact Person / Phone Number: Bob Dandoy

Yard of the Month Recognition Program Outline March 2024

Purpose:

- The purpose of the Roy City “Yard of the Month” recognition program is to recognize neighbors who demonstrate above-average efforts in maintaining their home, thereby contributing to the overall aesthetic appearance of the community.

Scope:

- The residential “Yard of the Month” program will begin in June and end in September of each year. This program will run for 4 months.
- No resident may receive recognition more than once in any calendar year.
- The “Yard of the Month” program will break down the city into eight (8) different residential neighborhood districts as outlined in the 2023 General Plan (page 20). They include Sandridge, Midland, Cozydale, Eagle Lake, Meadow Creek, Kingsville, Pioneer, and Arsenal Villa.
- The Beautification Committee and City Council Members will select one “Yard of the Month” recipient per month, in each of the 8 districts.
- Members of the City Council will be assigned a neighborhood district in January of each year. Consideration can be given to rotating the district assignments. Members cannot self-nominate but their yards could be considered under this program. However, the members cannot be assigned to the district in which they live.
- The public can self-nominate or nominate neighbor’s properties for consideration by sending an email to the city’s beautification@royutah.org address with needed information. As a minimum the nomination process must include the address of the residence being considered.
- Only private properties will be considered, no public properties or commercial properties are allowed. Private properties can include ground-level condominiums, duplexes, and apartments.
- Roy City will create certificates which include the month /year, and “Yard of the Month” signs to be placed on the properties.
- Program winners can, if they elect to, have their yard pictures placed on the city’s website.

Approach:

- It is important to recognize that within a specific district there will be homes that will be both professionally and the owner kept. All properties should be considered irrespective of if they are professionally developed and maintained or not.
- There will be variations in the types of property landscaping depending on the different areas within the district. Often there could be a noticeable landscaping distinction because of property age, owner income, and the structure’s architectural style. To achieve the purpose of this program, assess different locations within the district. The members should try to assess and select the best property within the surrounding group of properties using the selection criteria. Look for the best landscape in a local area and spread the monthly recognition around the entire district.
- Both resident self-nomination and neighbor nomination will be accepted. The self-nomination process will include the resident sending their name, address, phone number and their permission for it to be shared with the Beautification Committee members for notification purposes. For the neighbor’s nomination process the individual will send only the address allowing the Beautification Committee to work it.

- Each member will tour their assigned neighborhood each month, consider the resident and neighbor nomination information and select based on the selection criteria or personal preferences. If there are no nominations submitted in the assigned district, consider locating and identifying those residential units that meet the appropriate requirements under the program. A scoring sheet is provided if the member chooses to use it. If the Committee members cannot complete the inspection and selection process during a given month, ask for assistance from the Beautification Committee members.
- Once the selection has been made, the committee members will first contact the property owner or occupant, notify them of their selection and get the name, address, phone number and permission to announce information. Program recipients will be asked if their yard photo can be placed on the city's website, in the Roy Connection magazine, and their address listed on the city's FACEBOOK page. Only with the property owner's consent, a picture will be taken, and address information be posted. Once the necessary information is complete, forward the details to the city's administrative office who will develop the appropriate certificate.
- Within the first seven (7) days of the month, equipped with both the certificate and "Yard of the Month" sign, the member will contact the property owner to present the certificate and request that a sign be placed on the property. If approved, the sign will be placed where it will be most visible from the street.
- The "Yard of the Month" sign will be removed by the assigned member or representative the following month within the first seven days. It is intended that the same sign will be placed in the yard of the next recipient of the recognition.

Selection Criteria:

- It is understood that each judging member has their own preference and style they bring to the selection process. Allowing for a unique choice that could be independent of other members. If needed, the selection criteria assessment could be documented on the attached scoring sheet using the following standards.
 - Use of Color - The attractiveness of using color in landscaping is often a personal preference. Try to balance the assessment process by noticing how the landscape colors fit together.
 - Maintenance - Things to consider include healthy vegetation, edging, natural clean areas, and trees / shrubs appropriately pruned.
 - Water Efficiency - Are there elements of xeriscaping in the landscaping that include slow-growing, drought tolerant plants and / or non-organic materials like rocks, barks, etc., used to conserve water and reduce yard trimmings.
 - Overall Design - Is the overall aesthetics or look of the landscape pleasing because of the use of color and textures. Does it have an inviting look at the front entryway. Are there any special / creative touches that the property owner used that makes the yard stand out.

Attachments:

- Magazine Flyer
- A map showing the eight (8) different neighborhood districts.
- The scoring sheet (if needed).

YARD OF THE MONTH



Is your yard a water-saving wonderland?

Enter our Yard of the Month contest, blooming from June to September!

Show off your sustainable style and **conservation efforts** while inspiring others to do the same.

NOMINATE TODAY ▶▶▶▶

**ROY CITY
BEAUTIFICATION
COMMITTEE**

For nominations, please submit the following to the email address below:

- If you are nominating yourself, please send your name, address, telephone number, and your permission for it to be shared with committee members for notification purposes.
- If you are nominating someone other than yourself, please just send us their address and we will notify the appropriate committee member of the nomination.

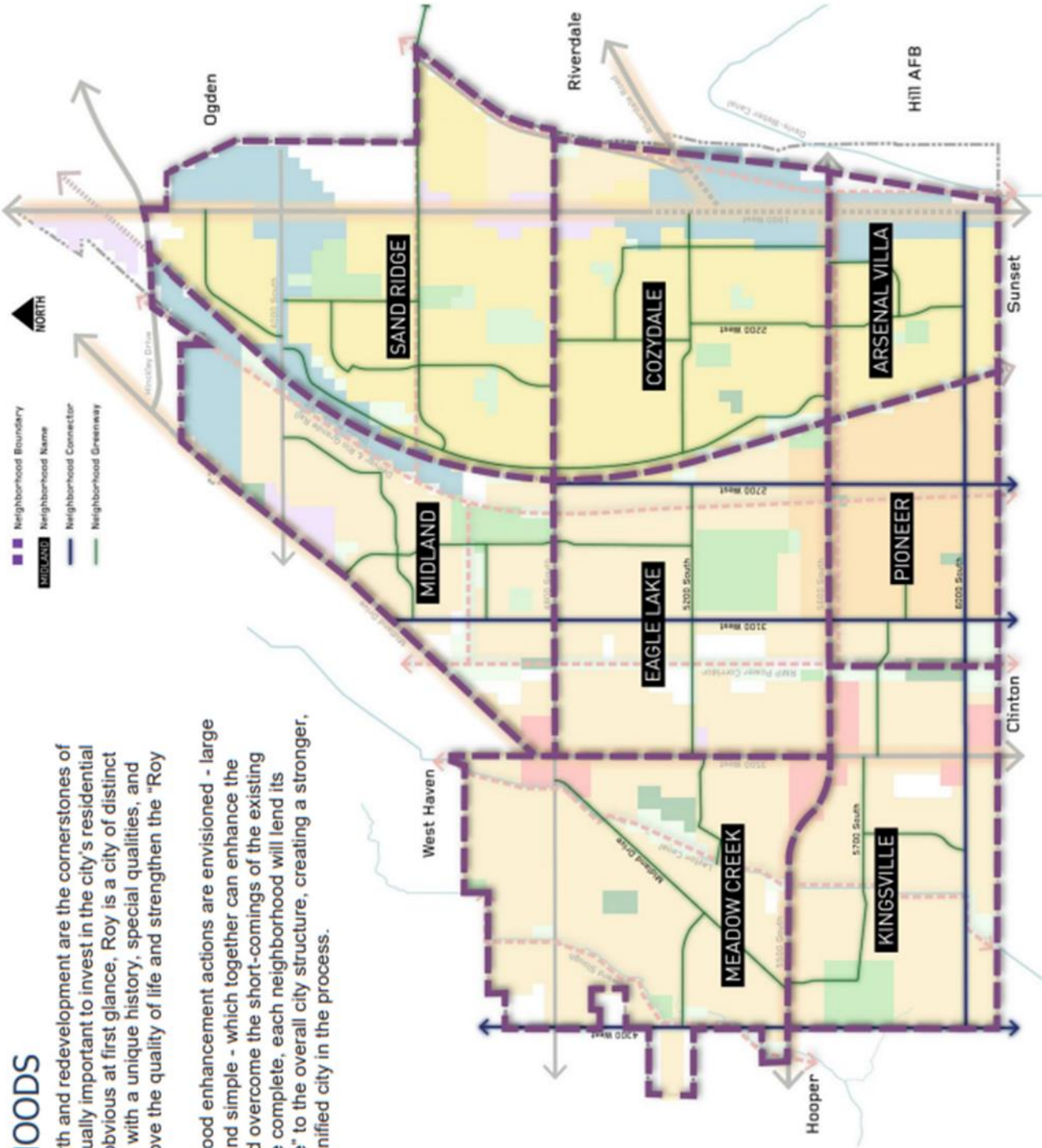
✉ beautification@royutah.org

NEIGHBORHOODS

While economic growth and redevelopment are the cornerstones of future change, it is equally important to invest in the city's residential neighborhoods. Not obvious at first glance, Roy is a city of distinct neighborhoods, each with a unique history, special qualities, and opportunities to improve the quality of life and strengthen the "Roy Sense of Place".

A range of neighborhood enhancement actions are envisioned - large and small, complex and simple - which together can enhance the positive attributes and overcome the short-comings of the existing neighborhoods. Once complete, each neighborhood will lend its special brand or "vibe" to the overall city structure, creating a stronger, more complete and unified city in the process.

1 2 3 4 5 6 7



ATTACHMENT 3

Roy City "Yard of the Month" Scoring Sheet																			
Property Address	Use of Plants/Color				Maintenance				Water Efficiency				Overall Design				Total		
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4			
Notes																			
Property Address	Use of Plants/Color				Maintenance				Water Efficiency				Overall Design				Total		
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4			
Notes																			
Property Address	Use of Plants/Color				Maintenance				Water Efficiency				Overall Design				Total		
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4			
Notes																			
Property Address	Use of Plants/Color				Maintenance				Water Efficiency				Overall Design				Total		
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4			
Notes																			
Property Address	Use of Plants/Color				Maintenance				Water Efficiency				Overall Design				Total		
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4			
Notes																			
Property Address	Use of Plants/Color				Maintenance				Water Efficiency				Overall Design				Total		
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4			
Notes																			