City Manager
Matt Andrews

City Recorder
Brittany Fowers

Mayor
Ann Jackson

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

ROY CITY COUNCIL MEETING AGENDA

SEPTEMBER 1, 2026, AT 5:30 P.M.

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

A. Welcome and Roll Call

B. Moment of Silence and Pledge of Allegiance

C. Business Item

1. Employee Longevity Recognition

D. Consent Items

1. July 7, 2026, Roy City Council Meeting Minutes and July 21, 2026, Roy City Council Meeting Minutes.
2. Surplus Vehicles.
3. June 2026 Financial Statements.
4. Appointment of Alternate Planning Commissioner, Randy Scadden.

E. Public Comment – limited to 3 minutes per speaker

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

F. Action Items

1. Reconsideration of Ordinance 26-4; Consider a Development Agreement with Steward Land Co. regarding a potential project located at approximately 3925 West 4965 South (Parcel Number 09-072-0016, 09-072-0064 & 09-072-0065), to allow 43 single-family detached dwellings on smaller lots.
2. Consideration of Ordinance 26-8; To consider amendments to Title 10 Zoning Regulations; amending Chapter 31 – Definitions adding Garage & Yard Sales.

G. Discussion Items

1. Reinstating and Amending the Penalty for Building without a Permit – Councilmember Sphar
2. Comprehensive Review of City Communication Methods and Software Consolidation – Councilmember Sphar
3. Engine Breaks on 5600 South – Councilmember Saxton

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

Certificate of Posting

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted in a public place within the Roy City limits on this 28th day of August 2026. A copy was also posted on the Roy City website and the Utah Public Notice Website on this 28th day of August 2026.

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

Brittany Fowers
City Recorder

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

ROY CITY CORPORATION
Council Meeting Minutes
Date: July 7, 2026
Time: 5:30 p.m.
Roy City Council Chambers, 5051 S 1900 W. Roy, UT 84067

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

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

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

Legal Staff present:
City Attorney, Matt Wilson

Excused: Councilmember Saxton

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

Presenters: N/A

A. Welcome and Roll Call

Mayor Jackson welcomed those in attendance and noted Councilmembers Jackson, Hulbert, Sphar, and Wilson were in attendance. She excused Councilmember Saxton.

B. Moment of Silence and Pledge of Allegiance

Councilmember Hulbert led the audience in observing a moment of silence. A Scout Member led the audience in the Pledge of Allegiance.

C. Consent Items

1. May 19, 2026, Roy City Council Meeting Minutes
2. May 20026 Financial Statement
3. Appointment of Arts Council Board Member Kristy Boatright and Julene Jorgensen

Councilmember Hulbert disclosed that Art Council Board Member Jorgensen was her sister, and noted it was a volunteer, unpaid position.

Councilmember Wilson moved to approve the above consent items with changes to the pending minutes as provided by Councilmember Wilson. Councilmember Sphar seconded the motion, all present members voted in favor.

D. Business Items – Oath of Office

Chief Gwynn introduced the newly appointed Captain Andrew Harper and Sergeant Cash Ricks. He spoke about both of the officers briefly and allowed them to introduce themselves and their families.

Captain Harper and then Sergeant Ricks identified their family members who were in attendance that evening. Chief Gwynn expressed excitement for the direction that the police department was going in.

City Recorder Fowers led the Oath of Office for Captain Harper and Sergeant Ricks.

1. Oath of Office – Police Captain Promotion – Andrew Harper
2. Oath of Office – Police Sergeant Promotion- Cash Ricks

E. Public Comments

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

Geoffrey Cox spoke about retirement benefits for Roy City employees. He believed that lifetime benefits should have been discussed as part of the fiscal year budget process. Mr. Cox opined that the cuts made to Roy Days had resulted in minimal savings to the overall budget. He listed the included lifetime benefits for retired Roy City employees. He asked the Council why they were expanding lifetime employee benefits before fully addressing budget reductions.

Alan Porter introduced himself and his wife Brittney and said he was speaking on behalf of families who lived along Midland Drive. Mr. Porter said there was a lot of reckless driving that took place on Midland Drive and it created an unsafe atmosphere for the families who lived along the road. He said something needed to happen to remedy the problem. He discussed a recent accident in which a reckless driver had caused significant property damage and nearly hit a pedestrian. Mrs. Porter added that there had been another accident in the same place the previous year in which a vehicle had crashed through two fences.

Melissa [last name unclear] spoke about the proposed tax increase. She thought the potential employee raises were ridiculous. She felt it was unreasonable for the city employees should make more than the average salary in Roy City, and opined it was unfair for the taxpayer to shoulder the burden of paying for employee salaries.

Shelley Polston discussed the celebration for the 250th anniversary of the United States. She said that one of the reasons the United States had been created in the first place was because of unjust taxation from England. She expressed that Roy City was not using taxpayer funds appropriately and felt that this mismanagement equated to theft. Mrs. Polston felt that the Council was not making effective cuts to the budget and urged them to 'get it right' before resorting to a historical tax increase.

Deanne Chaston thanked the Council for thinking about budget cuts, including smaller cuts. She appreciated that small cuts added up to substantial savings, although she also thought the Council needed to make bigger cuts as well. She felt that most residents in the City were in favor of making bigger cuts if it would result in a smaller property tax increase. She pointed out that the Councilmembers had access to data that would give them a better sense of what the public wanted and urged them to listen to the desires of the residents. Mrs. Chaston asked the Councilmembers to interact with the public to a greater extent.

Ty Chaston discussed that communication between the City Council, City staff, and residents was weak. Mr. Chaston cautioned that this communication gap was creating a divide between the residents and the Councilmembers. He thanked Councilmember Jackson for adding transparency language to the City's website and said there needed to be more things like that. He discussed that the Council's recent actions and lack of communication was fostering mistrust amongst the residents.

Mayor Jackson closed the floor for public comment.

F. <u>Action Items</u>

1. Consideration of Resolution 26-20; A Resolution of the Roy City Council Honoring Marge Becraft as the 2026 Roy Days Parade Grand Marshal.

Mayor Jackson honored Marge Becraft, who was a former City Councilmember and Chair of the Art Council. Mayor Jackson listed some of Mrs. Becraft's accolades and thanked her for her years of service to Roy City. She presented Mrs. Becraft with a gift to express the Council's appreciation.

Councilmember Wilson moved to approve Resolution 26-20; A Resolution of the Roy City Council Honoring Marge Becraft as the 2026 Roy Days Parade Grand Marshal. Councilmember Sphar seconded the motion to approve. The role call votes are as follows:

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

Resolution 26-20 was Adopted with a vote of 4:0.

2. Consideration of Ordinance 26-6; To consider amendments to Title 10 Zoning Regulations; amending Chapter 11 – Supplementary Development Standards and Chapter 17 – Table of Uses, to allow chickens on Single Family Residential Properties within the R-2, R-3, R-4 & R-5 zones.

CED Director Flint provided a history of this item. He reported that the Planning Commission had considered this item, which had been brought to their attention by a resident who wanted to have chickens in the R-2 zone. He summarized that the Planning Commission recommended that as long as setback requirements were met, a single-family home could have chickens regardless of their zone. CED Director Flint reported there were 70 active chicken permits currently in the City with another 10 permits that were pending, depending on approval of the ordinance.

Mayor Jackson commented she had a friend who had chickens and said it was nice to get fresh eggs from her.

Councilmember Wilson recalled that the original proposal had been to allow any lot that met setback requirements to have chickens, but it had later been updated to stipulate that the lot needed to be at least 6,000 square feet. She did not think the 6,000 square foot requirement was necessary.

Councilmember Sphar recalled that he had been on the Commission when they worked on this ordinance and noted that there were few cities with comparable ordinances, so they had little precedents to follow. He said that as long as the property could support the setback requirements, he was in favor of the ordinance and Councilmember Wilson's suggestion to remove the square footage requirement. He commented that the setback regulations should help mitigate any noise complaints from neighbors.

Councilmember Wilson moved to approve Ordinance 26-6; To consider amendments to Title 10 Zoning Regulations; amending Chapter 11 – Supplementary Development Standards and Chapter 17 – Table of Uses, to allow chickens on Single Family Residential Properties within the R-2, R-3, R-4 & R-5 zones with the change to allow it from 0-15,000 sq ft instead of 6,000-15,000 sq ft; Councilmember Sphar seconded the motion to approve. The role call votes are as follows:

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

Ordinance 26-6 was Adopted with a vote of 4:0.

3. Consideration of Ordinance 26-7; Adopting a Consolidated Fee Schedule for Roy City Services and Providing an Effective Date.

City Manager Andrews discussed this item. He explained the ordinance was not intended to make any changes to the fees; but to consolidate their schedule in order to facilitate the auditing process. He noted this proposal had been suggested by their auditor.

Councilmember Wilson moved to approve Ordinance 26-7; Adopting a Consolidated Fee Schedule for Roy City Services and Providing an Effective Date; Councilmember Hulbert seconded the motion to approve. The role call votes are as follows:

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

Ordinance 26-7 was Adopted with a vote of 4:0.

G. <u>Discussion Items</u>

1. Lifetime Employee Benefits – Councilmember Jackson

Councilmember Jackson shared some background about this item. She shared that she had heard concerns from residents about the continued access to benefits that City employees had after they retired or resigned. Councilmember Jackson reported that based on her research, there was only one benefit that former employees could access, which was continued access to the Recreation Complex for both the employee and their spouse. She requested that someone read the separation clause written in the City ordinance aloud, and City Manager Andrews did so. Councilmember Jackson recommended that they amend the retirement clause to include a mandatory length of tenure before an employee could access this benefit.

City Manager Andrews discussed how many employees took advantage of this benefit and stated there were fourteen current cardholders who were active members of the Complex. City Manager Andrews added that even if the Council opted to end this policy, those fourteen passes would be grandfathered in and would continue to maintain their access to the Complex. Councilmember Jackson clarified that of the fourteen passes, eight of them were held by former employees and the remaining six belonged to their spouses.

Councilmember Wilson said that it did not appear that this benefit cost the City much money, besides the lost revenue potential of the passes. Councilmember Hulbert recommended eliminating the retirement pass, noting that it did not seem to serve as an incentive for employees to remain with the City. Councilmember Wilson thought they should continue the program. Councilmember Jackson saw the logic of either keeping or eliminating the benefit.

Councilmember Jackson explained that the reason she had looked into this benefit was because of the City’s turnover issue. She elaborated that the program might actually deincentivize people from staying with the City, and she said if they chose to keep the benefit they should add a minimum employment tenure. Councilmember Sphar agreed with her assessment. Councilmember Jackson noted as well that she had heard residents express concern about the ongoing benefits that former employees received, and she reiterated that the only lifetime benefit was the Complex pass.

The Councilmembers determined that they would bring this item back for further consideration.

2. Points of Information to Public Comments – Councilmember Wilson

Councilmember Wilson responded to several comments that had recently been brought up by members of the public. She first addressed the fleet vehicle purchasing comments and turned the time over to Councilmember Sphar to provide more detail.

Councilmember Sphar explained that the City was able to purchase vehicles below market value, so although they depreciated over the course of a year, the City did not resell them at a loss. He added that this option was cheaper than leasing the vehicles. He further noted that the yearly purchasing program was evaluated each year, and if resale did not make sense based on current market conditions then the City retained their vehicles. Councilmember Sphar reported that based on his research, cities lost $500 per year on average when leasing a vehicle, whereas Roy City was occasionally even able to sell their vehicles at a profit through their purchasing program.

Councilmember Hulbert added that there were some vehicles that remained with the City for a longer amount of time, including police cars. Councilmember Jackson brought up the City's IT truck and asked why that was separate. City Manager Andrews explained that their IT truck was in the rotation, but it came out of a different budget and as such seemed to be different.

Councilmember Wilson moved on to address the public comments about budget cuts. She expressed that although the public comments often complained about the lack of cuts made by the Council, the Council had actually made many budget cuts in effort to mitigate their budget crisis. She listed many of the cuts that the Council had made in the past. Councilmember Wilson said that they had made large operational cuts, which impacted the level of services that the City was able to offer residents. She spoke in defense of the Complex and explained that in some ways, the Complex actually saved the City money.

Chief Gwynn elaborated on Councilmember Wilson's final point and discussed that anecdotally, their juvenile arrest rates spike during the period that the Complex was closed. He provided the caveat that correlation did not equal causation and said that there were other variables that should be considered. Councilmember Wilson said that their findings aligned with other studies that had been conducted about criminal behavioral trends.

Chief Gwynn then discussed his staffing constraints. He said that he only had the ability to have a certain number of officers out on the roads at any given time, and expressed that the City needed to prioritize where they wanted to focus their police force. Chief Gwynn also addressed comments about high-density housing resulting in higher crime rates, which he stated was not true. Chief Gwynn explained that socio-economic status was a better indicator of crime rates.

Councilmember Wilson summarized that the City was already operating at a bare-minimum level of service, and if they made any further cuts they would be below the minimum. Chief Gwynn added that the City had made substantial cuts to staffing in the past, and those cuts continued to impact the City today. Councilmember Wilson acknowledged that their budget cuts generally did not make the news in the same way that the proposed budget cut did and said it was important for residents to be well-informed about all of the Council's actions. She discussed that the way the news outlets were reporting on the tax increase was very sensationalizing and misleading.

Councilmember Jackson commented about how the small cuts that the Council made added up and ultimately made a big difference. She discussed how the Council also took into account the value of services when they chose to make cuts. She additionally noted that the Councilmembers were continuing to look into other options about cuts they could make and expressed that they all did substantial research before they chose to cut or preserve a service.

Councilmember Jackson said that the Council was willing to make dramatic cuts, such as closing a park, but she needed to see evidence that the decision reflected the will of the majority of residents since it would make a large impact. Councilmember Jackson said she would be in favor of something like a survey or a ballot measure to determine the majority preference on things like the Complex. Mayor Jackson commented about the value of the Complex and recreational sports programs. Councilmember Sphar agreed that he wanted to vote in a way that reflected the majority consensus and said he would be in support of a survey as well, noting that their voter turnout was often low.

3. Roy City Youth Council – Councilmember Hulbert

Councilmember Hulbert spoke about way that the City could remodel their Youth Council to generate more interest in students. She clarified that she would not be asking for any money from the budget. She reported that several people had indicated to her that they would be interested in helping revitalize the program. Councilmember Hulbert outlined that there would be two meetings per month in which the Youth Council members could learn about how their city worked, in addition to field trips. She added they would also participate in service projects throughout the City. Councilmember Hulbert said she was open to any feedback or suggestions about how to shape the program. She said she was hoping to get around six to eight students on the Council.

The other Councilmembers thought this was a great idea. Mayor Jackson said it was important to get their youth involved in the City and said as long as there was a sponsorship, this initiative seemed like a great way to accomplish that goal. Councilmember Hulbert said that she had a sponsorship and noted she would get the sponsor confirmed if the Council indicated that they wanted to move forward.

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

City Manager Andrews shared two upcoming save-the-dates: the Wasatch Choice Vision on October 26th and the Concert in the Park.

Mayor Jackson thanked the Councilmembers for their hard work and acknowledged that they worked far more than two nights per month during the Council meetings. Mayor Jackson next expressed appreciation for a longtime volunteer of Roy City, Stella. Mayor Jackson lastly discussed a new business in the City called Smash It.

Councilmember Jackson brought up an application for a development project that had changed its density and asked if the Council wanted to discuss the proposal again, given the change. She explained she had not wanted to add the item to the agenda for that evening since she wanted more time to do research on the application. Councilmember Wilson replied that she was willing to reconsider the item. Councilmember Sphar said he was willing to look into the item again as well. The Councilmembers discussed the logistics of coordinating the meeting.

I. Adjournment

Councilmember Jackson motioned to adjourn the meeting; Councilmember Sphar seconded the motion; all present members voted in favor and the meeting adjourned at 7:12 PM.

____
Ann Jackson, Mayor

Attest:

____
Brittany Fowers, City Recorder

ROY CITY CORPORATION
Council Meeting Minutes
Date: July 21, 2026
Time: 5:30 p.m.
Roy City Council Chambers, 5051 S 1900 W. Roy, UT 84067

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

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

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

Legal Staff present:
City Attorney, Matt Wilson

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

Presenters: N/A

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

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

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

D. Consent Items
1. June 2, 2026, Roy City Council Meeting Minutes
2. June 9, 2026, Roy City Council Work Session Minutes
3. June 16, 2026, Roy City Council Meeting Minutes

Councilmember Wilson moved to approve the above consent items with changes to the pending minutes as provided by Councilmember Wilson. Councilmember Hulbert seconded the motion, all present members voted in favor.

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

Geoffrey Cox first apologized to City Manager Andrews for some of his previous comments which had disproportionally blamed Mr. Andrews for the City's budget problems. Mr. Cox then detailed a dream he had the night before about the City's budget crisis.

Dennis Brown said he had attended a previous City Council meeting in which Councilmember Jackson and Wilson had given presentations. He opined that the two presentations had been in defense of the 55% tax increase. He stated that he was going to be out of town during the next Council meeting, so he wanted to use the public comment period of this meeting to ask that the Council not move forward with the 55% increase. He appreciated that the Council needed to do a tax increase to some extent but felt that 55% was too high.

Melissa Concley spoke about the recent fire in Roy City. She appreciated Mayor Jackson's ban on fireworks. Mrs. Concley then asked the Council not to vote in favor of the 55% property tax increase. She expressed appreciation for the work that the Council did and said that they had to make difficult decisions. She also thanked Roy City firefighters for the way they had responded to the fire. She summarized that although she was opposed to the tax increase, she was grateful for the work that the Council did.

Tim Higgs echoed both of the previous comments. Mr. Higgs discussed that he used City trails daily and noted there were many places where the grass was very high and weeds were overgrown. He hoped that due diligence was being done to ensure that those fire hazards would be removed before the Roy Days firework show. Mr. Higgs then thanked the City for the information they put in the MyWater app, and he felt this was increasing the amount of people who used waterwise landscaping practices. He noted there were some homeowners throughout the City that appeared to not be watering at all, however, and he suggested that the City send out some messaging that encouraged people to not let their lawns completely die.

David Young stated that the Public Works, Police, and Fire departments all did admirable work for the City. Mr. Young asked if personal fireworks would be allowed that year. He commented that many of his neighbors had not watered their lawns at all and he cautioned that fireworks could lead to disaster, as they had recently seen.

Mayor Jackson closed the floor for public comment.

F. **Action Items**

1. Consideration of Resolution 26-21; A Resolution of the Roy City Council Adopting a Memorandum of Understanding between Roy City Corporation and the Weber Fire District for Temporary Staffing Assistance and Operational Crew Exchange.

Fire Chief Williams presented this MOU and stated the purpose of the agreement was to resolve the department's staffing issues. Chief Williams commented that the recent fire had highlighted the importance of addressing the City's staffing shortages.

Councilmember Jackson asked how this MOU differed from their current agreement. Chief Williams clarified this MOU was distinct from their current automatic aid agreement since the County would help staff their equipment. Chief Williams elaborated that this agreement would ensure that their apparatuses were staffed appropriately at all times.

Chief Williams discussed that it took about four to six months to hire a new firefighter because of the extensive training that they needed, and so this MOU would resolve their staffing issue more quickly than hiring new employees. Chief Williams stated that the department still had staffing shortages, but they were on a hiring freeze. City Manager Andrews added context to explain why hiring freezes were only helpful as a temporary money-saving measure, whereas a reduction of staff would yield long-term savings. City Manager Andrews added that the City would have to pay overtime when firefighters came in from the County at their rate, which was slightly higher than Roy City's rate.

Councilmember Wilson moved to approve Resolution 26-21; Councilmember Saxton seconded the motion to approve. The roll call votes are as follows:

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

Resolution 26-21 was Adopted with a vote of 5:0.

2. Consideration of Resolution 26-22; A Resolution of the Roy City Council Adopting an Interlocal Agreement between Roy City Corporation and the Weber School District for Law Enforcement Services.

Police Chief Gwynn reported that the last time this interlocal agreement had been negotiated was in 2023, and he said this new resolution would hold for five years. He stated that the significant changes addressed the attendance of SROs to the schools as well as the school district's financial obligations. He elaborated on these changes.

Councilmember Hulbert thought these changes were fair and gave the school district time to readjust. Councilmember Wilson asked for more detail and Chief Gwynn provided more context about the role and staffing of SROs. Mayor Jackson commented that she greatly appreciated having the SRO on the school campus and said it made her feel much safer when she was at work at the school. Councilmember Hulbert echoed Mayor Jackson's thanks for the work of the SROs and said she had heard great things about them from the students. Chief Gwynn noted that his department aimed to rotate the SROs every couple of years, so that all the officers could get the experience.

Councilmember Hulbert moved to approve Resolution 26-22; Councilmember Wilson seconded the motion to approve. The roll call votes are as follows:

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

Resolution 26-22 was Adopted with a vote of 5:0.

3. Consideration of Resolution 26-23; A Resolution of the Roy City Council Amending the Roy City Personnel Policy and Procedures Manual.

City Attorney Wilson recapped the history of this discussion to date. He reported that he had integrated the feedback that the Councilmembers had given him at their previous discussion. City Attorney Wilson overviewed two options for phrasing and explained the pros and cons of each. He asked the Council which option they preferred.

Councilmember Jackson asked where the onus for this item had come from, and City Attorney Wilson confirmed that this was in response to the topic that she had brought up at their previous meeting. Councilmember Jackson thanked City Attorney Wilson for his timeliness and made some suggestions about how the language could be phrased.

Councilmember Wilson thought it was a good idea for employees to have some benefits, especially since this benefit did not cost the City very much. She felt the benefit should be retained, although she believed an eight-year limit was very long. She summarized that the benefit was appealing and should be kept, although it was not often utilized. Councilmember Jackson concurred that the benefit was underutilized but felt it was still worth changing the language to remove the loophole. Councilmember Wilson suggested five years instead of eight, and Councilmember Sphar agreed with that proposal. Councilmember Saxton thought it should be kept as it currently was.

Councilmember Sphar moved to deny Resolution 26-23; Councilmember Hulbert seconded the motion to deny.
Councilmember Jackson motioned to approve Resolution 26-23 while changing the year requirement from 8 years to 5 years. There was no second. The motion to approve failed.

The role call votes for the original motion to deny Resolution 26-23 are as follows:

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

Resolution 26-23 was denied with a vote of 4:1.

G. Discussion Item

1. Points of Information to Public Comment – Councilmember Wilson

Councilmember Wilson responded to some recent public comments. Councilmember Wilson addressed the issue of staff turnover in the City. She acknowledged that some turnover was healthy, although Roy City had experienced rates of turnover that were abnormally high. She then responded to public comments that the City was overstaffed and clarified that this was not the case. Councilmember Wilson explained that Roy City was a full-service city, and on average full-service cities had five employees per 1,000 residents. She stated that Roy City only had four employees per 1,000 residents, which was less than the national average. Councilmember Wilson then defended the Parks and Recreation department, in response to comments about Parks and Recreation not being an essential service. She referenced some data that indicated Parks and Recreation was a critical service, and she expressed how Parks and Recreation increased quality of life and assisted other departments in Roy City.

Councilmember Jackson referenced the public comment earlier in the meeting about the MyWater app and the issue of residents underwatering their lawns. She thought it was a good idea to add messaging on their website that encouraged people to use their allotments. She clarified that if someone went over their allotment, their water would be turned off. City Manager Andrews replied that was correct and so it was not possible for residents to go over their water usage.

Councilmember Jackson asked for an update on Class C fireworks. Mayor Jackson replied that they had decided to ban all fireworks for the 24th. City Manager Andrews elaborated that fireworks were usually allowed two days before and two days after that date, but that had been banned for the current year.

Councilmember Jackson clarified that the purpose of her presentation at the last meeting had been to share her findings with the public, not to defend the proposed tax increase. She discussed that her goal was to make the public aware of all of the work that had been done on the budget and ensure that they understood the consequences of making budget cuts. She also noted that the fire department's decision about annexation played a large role in what their ultimate budget would be.

Councilmember Jackson asked Fire Chief Williams about the professional fireworks show that was planned for Roy Days. Chief Williams responded that there had not been any formal conversations as of yet, although he knew that the vendor had been approved and that there were precautions in place. Chief Williams said he would ask the Fire Marshal to have a conversation with the vendor, and that he would look into further mitigation measures. He also reported that his staff would be present at the show.

Mayor Jackson discussed the amount of people in Roy City who were underwatering. She appreciated that residents were concerned about water usage, but expressed that it was discouraging to see so many brown lawns throughout the city. Councilmember Wilson commented that the MyWater app was helpful because it alerted residents to leaks and other issues. Councilmember Hulbert echoed Councilmember Jackson's earlier suggestion to add messaging about how to use the app.

H. City Manager and Council Report

City Manager Andrews reported to the Council that he had shared with them the schedule of events for Roy Days.

Mayor Jackson spoke about the recent fires. She reported that she had gone to visit the area and met with the residents who had lost their homes. She thanked the first responders who had helped during the crisis. She discussed the rationale for banning fireworks and said that other cities in the County had made the same decision, due to the fire risk that they posed. Mayor Jackson shared more about her experience and expressed condolences to those who had been impacted by the fires. Mayor Jackson then thanked the Councilmembers for all the work they had put into the budget.

Councilmember Jackson suggested that the City revisit their CERT program. She said it had not been worked on in recent years and expressed that she wanted to get it back up and running. She thought that it could have been helpful to have in the recent fires. She announced that she was working with the County CERT coordinator to take inventory of what Roy City currently had.

Councilmember Jackson asked about the video livestream. City Manager Andrews replied that residents could always watch the meetings live on Youtube, and he explained that the Zoom livestream that evening was because a Councilmember was joining electronically.

Mayor Jackson said she was glad that Councilmember Jackson was looking into CERT. Councilmember Wilson extended her thanks to all of the community members, Staff, and first responders who had aided in the fire. Councilmember Hulbert specifically thanked the Red Cross, and said that although the fire had been one of the worst tragedies in Roy City, it had brought out the best of the city.

I. Adjournment

Councilmember Sphar motioned to adjourn the meeting; Councilmember Hulbert seconded the motion; all present members voted in favor and the meeting adjourned at 6:41 p.m.

____
Ann Jackson, Mayor

Attest:

____
Brittany Fowers, City Recorder

Surplus Vehicles						
Dept	Year	Color	Make	Model	VIN	Plate
X-12	2017	Black	Ford	Explorer	1FM5K8AR9HGB15741	W121LM
X-42	2014	Black	Dodge	Charger	2C3CDXKT8EH371660	518600EX
X-44	2018	Black	Ford	Explorer	1FM5K8AR3JGA05127	215687EX
X-45	2018	Black	Ford	Explorer	1FM5K8AR5JGA05128	215689EX
X-48	2019	Black	Ford	Explorer	1FM5K8AR2KGB54761	215497EX
X-49	2019	Black	Ford	Explorer	1FM5K8AR4KGB54762	215498EX
S-29	2001		Case IH C-60 Tractor		Serial: C060RN3JJE	1,377 hours
W-7	2008		Chevrolet	Silverado 2500 HF	1GCHK23K58F140625	
W-21	1999		Yale Forklife		Serial: E177B23818V	1,513 hours

ROY CITY CORPORATION
FUND SUMMARY
FOR THE 12 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE					
PROPERTY TAX	184,549.30	5,113,917.05	5,123,978.00	10,060.95	99.8
SALES AND USE TAX	2,183,397.83	8,814,675.33	8,845,000.00	30,324.67	99.7
FRANCHISE TAX	258,803.35	3,174,243.08	3,251,500.00	77,256.92	97.6
LICENSES AND PERMITS	10,160.18	581,052.08	559,500.00	(21,552.08)	103.9
INTERGOVERNMENTAL	(20,758.98)	489,933.07	499,143.00	9,209.93	98.2
CHARGES FOR SERVICES	735,432.11	3,967,294.82	3,692,500.00	(274,794.82)	107.4
FINES AND FORFEITURES	36,172.14	782,898.98	782,000.00	(898.98)	100.1
MISCELLANEOUS REVENUE	58,971.98	1,363,269.34	1,410,000.00	46,730.66	96.7
CONTRIBUTIONS AND TRANSFERS	(26,130.00)	1,099,897.00	1,637,043.00	537,146.00	67.2
	3,420,597.91	25,387,180.75	25,800,664.00	413,483.25	98.4
EXPENDITURES					
LEGISLATIVE	49,917.92	527,118.78	623,260.00	96,141.22	84.6
LEGAL	36,242.35	375,006.81	431,980.00	56,973.19	86.8
LIABILITY INSURANCE	22,668.42	272,021.04	272,021.00	(0.04)	100.0
JUSTICE COURT	37,373.46	451,799.99	511,249.00	59,449.01	88.4
FINANCE	36,456.40	463,905.50	573,521.00	109,615.50	80.9
TRANSFERS	67,023.16	804,277.92	2,804,278.00	2,000,000.08	28.7
BUILDING/GROUND MAINT DIVISION	39,981.29	565,531.65	624,835.00	59,303.35	90.5
POLICE AND ANIMAL SERVICES	771,174.97	7,403,698.63	7,616,508.00	212,809.37	97.2
FIRE & RESCUE	480,811.36	5,900,631.54	6,186,352.00	285,720.46	95.4
COMMUNITY DEVELOPMENT	55,042.90	750,922.76	823,038.00	72,115.24	91.2
STREETS DIVISION	61,649.42	693,271.14	873,666.00	180,394.86	79.4
FLEET SERVICES DIVISION	13,578.73	174,367.49	237,498.00	63,130.51	73.4
PUBLIC WORKS ADMINISTRATION	33,623.35	352,302.76	454,580.00	102,277.24	77.5
RECREATION COMPLEX	95,220.15	850,118.53	937,549.00	87,430.47	90.7
AQUATIC CENTER	248,384.20	894,724.01	978,864.00	84,139.99	91.4
ROY DAYS	440.00	96,272.84	118,165.00	21,892.16	81.5
PARKS & RECREATION	153,000.03	1,481,178.15	1,733,300.00	252,121.85	85.5
	2,202,588.11	22,057,149.54	25,800,664.00	3,743,514.46	85.5
	1,218,009.80	3,330,031.21	0.00	(3,330,031.21)	.0

ROY CITY CORPORATION
FUND SUMMARY
FOR THE 12 MONTHS ENDING JUNE 30, 2026

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
	REVENUE					
41	CAPITAL PROJECTS FUND	31,504.91	411,794.62	3,609,000.00	3,197,205.38	11.4
50	UTILITY ENTERPRISE FUND	1,096,474.55	14,041,577.34	13,916,068.00	(125,509.34)	100.9
51	STORM WATER UTILITY FUND	107,063.21	1,304,422.92	1,310,000.00	5,577.08	99.6
53	SOLID WASTE UTILITY FUND	265,314.45	3,224,881.09	3,276,045.00	51,163.91	98.4
60	INFORMATION TECHNOLOGY	64,455.99	773,471.88	1,047,830.00	274,358.12	73.8
63	RISK MANAGEMENT FUND	32,383.51	392,013.09	388,602.00	(3,411.09)	100.9
64	CLASS "C" ROADS	18,152.23	1,782,185.55	2,260,000.00	477,814.45	78.9
65	TRANSPORTATION INFRASTRUCTUR	1,147,800.53	2,664,733.27	3,130,000.00	465,266.73	85.1
67	STORM SEWER DEVELOPMENT	984.76	116,954.41	565,000.00	448,045.59	20.7
68	PARK DEVELOPMENT	1,117.51	142,103.86	175,000.00	32,896.14	81.2
71	REDEVELOPMENT AGENCY	85,817.43	591,171.36	1,577,449.00	986,277.64	37.5
75	CEMETERY FUND	602.15	7,364.83	8,000.00	635.17	92.1
94	GENERAL LONG TERM DEBT	0.00	0.00	0.00	0.00	.0
		2,851,671.23	25,452,674.22	31,262,994.00	5,810,319.78	81.4
	EXPENDITURES					
41	CAPITAL PROJECTS FUND	170,206.69	1,417,639.07	3,609,000.00	2,191,360.93	39.3
50	UTILITY ENTERPRISE FUND	1,221,769.78	11,475,978.78	13,916,068.00	2,440,089.22	82.5
51	STORM WATER UTILITY FUND	164,565.36	1,219,173.01	1,310,000.00	90,826.99	93.1
53	SOLID WASTE UTILITY FUND	480,742.04	3,111,621.59	3,276,045.00	164,423.41	95.0
60	INFORMATION TECHNOLOGY	81,657.30	934,859.50	1,047,830.00	112,970.50	89.2
63	RISK MANAGEMENT FUND	18,832.26	356,280.26	388,602.00	32,321.74	91.7
64	CLASS "C" ROADS	269,456.09	1,880,483.60	2,260,000.00	379,516.40	83.2
65	TRANSPORTATION INFRASTRUCTUR	94,633.48	2,065,455.88	3,130,000.00	1,064,544.12	66.0
67	STORM SEWER DEVELOPMENT	160,195.25	258,814.16	565,000.00	306,185.84	45.8
68	PARK DEVELOPMENT	15,702.00	64,319.50	175,000.00	110,680.50	36.8
71	REDEVELOPMENT AGENCY	1,530.70	443,538.59	1,577,449.00	1,133,910.41	28.1
75	CEMETERY FUND	0.00	0.00	8,000.00	8,000.00	.0
94	GENERAL LONG TERM DEBT	0.00	0.00	0.00	0.00	.0
		2,679,290.95	23,228,163.94	31,262,994.00	8,034,830.06	74.3
		172,380.28	2,224,510.28	0.00	(2,224,510.28)	.0

Date: 18 August 2026

To: Mayor Jackson

From: Steve Parkinson – City Planner SP

Subject: Appointment of Alternate Planning Commissioner

Having Alternate Commissioners has helped the Planning Commission to have seven (7) voting members at most of their meetings.

However, recently (May 2026) Jeremy Thompson stepped down due to health issues. At that time Braden Reed was Alternate #1 and he stepped in to take his position.

Which opened a new alternate position. Staff advertised for the open seat and received a few applications for it.

We met together to go over all of the applications received for this vacancy.

After that meeting it is recommended that Mr. Randy Scadden be appointed to fill the vacant Alternate #2 position. If the Council ratifies this appointment Mr. Scadden's first term would end June 30, 2030.

STAFF REPORT

City Council

May 19, 2026

SYNOPSIS

Application Information

Applicant	Brad Brown, Steward Land Co.
Request:	Ord No. 26-4 – Consider a Development Agreement with Steward Land Co. regarding a potential project located at 3925 West 4965 South (Parcel Number 09-072-0016, 09-072-0064 & 09-072-0065), to allow 43 single-family dwellings on smaller lots.

Staff

Report By:	Steve Parkinson
Staff Recommendation:	Positive

APPLICABLE ORDINANCES

- Roy City Zoning Ordinance Title 10 - Zoning Regulations, Chapter 18 – Development Agreement

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 May 13, 2025.

Public Hearing was opened for comments:

Trevor Foisy, Roy, stated that he doesn't have concerns about growth, but about is this compatible? Had concerns about scale, density, traffic, parking building height, privacy, storm water.

Sterling Gaveny, Roy, stated that this is not affordable with mortgage plus HOA fees plus all other costs. Develop this with same size lots as surrounding neighborhood.

Tresea Uweva, Roy, stated that this areas has tons of little kids, concerns with safety of the kids with the increase of traffic. Concerns with where they will park. Please deny.

Clay Crabtree, Roy, stated that 7 years ago this property was rezoned to R-1-8 from R-1-10. Understands they have a right to build. Concerns with increase in traffic, standing water problems, and drainage.

Trevor Dearden, Roy, stated that yes there are two accesses but in reality, only one, 3900 West, will be used. People already speed down 3900 West. Kids play in the streets. This will bring in crime and robberies. There are currently no safety concerns with the kids, but allowing this will cause problems. Perhaps build a park instead.

Victor Chaston, Roy, state that he is 17 years old, and wants the American dream. We want normal housing, to have space and not caged close together like the Soviet Union like hamsters. I think I'm American and we don't want to be like Soviet hamsters. Thomas Jefferson lived off the land, he wanted bigger lots to spread out. Don't be a Communist, leave it like it is.

Connie Edmison, Roy, stated that is she wanted to liv in a Mobile Home Park she would move to one. She doesn't want to see 84 headlights shining into her front room window. This is not fair, this will devalue homes.

Shelly Poulston, Roy, stated this is all about greed, putting people on top of each other is not good, affordable homes are like starter homes, not 2,400 sq.-ft. but more like 1,500 sq.-ft.

Jason Tooker, Roy, We live in a tight nit group, we hold block parties. Concerned with the "designated" wetlands in the area. Will they be pulling a 404 permit from the Army Corp of Engineers to build? Build a park in the south end.

Staci Crabtree, Roy, stated that every year water fills her yard, there are major water issues. Likes that kids are able to play on the vacant land. When people drive by, they wave, cause we know each other. So many houses that have so many kids. Kids ride bikes to school. How will the school handle more kids? We have a safe neighborhood with eyes on the street.

Sara Perriola, Roy, stated that his development will change her life, change what her kids can do. Not opposed to development, just opposed to the density.

Heather Haward, Roy, stated concerns with traffic, how are they going to mitigate the fill that h=been dumped in the lot? Most already have sump pumps, but others have two pumps. Build a park instead.

Ashton Dayton, Roy, stated she's a concerned mom, concerned with the number of cars. Nobody causes trouble. We don't want traffic. People speed down 4800 South, they had to install large boulders in their yard to protect their home because of the speeding. Don't' put 80 more cars, kids can't play anymore.

Jan Rushton, Roy, stated this is a quiet neighborhood, her ex-husband was a planner. Keep this similar to existing. Not against growth, important to keep Roy - "Roy". Love using this land. Would like to know what the plans are, how will the roads be maintained.

Michael Obray, Roy, stated that there are a ton of kids in the neighborhood. Opposed to building 43 homes. The western access take four 90° turns to get to 4800 South

Michelle Nielson-Pugmire, Roy, stated she has concerns with the increase in traffic, decrease in kids playing in the street. Concerned with how small the lots and roads are. Keep the continuity of the neighborhood

Jeff Fullmer, Roy, stated he doesn't believe there is a shortage of housing, there has been a couple of homes for sale for a long time.

Ty Chaston, Roy, stated that he manages over 250 apartments between Layton and Logan, including some in Roy, over half are vacant. We don't have a housing shortage it is more of a "housing availability" issue.

Amy Hess, Roy, asked, do you want this in your backyard. You represent us "we the people". Maintain the continuity of the neighborhood. This might kill someone. Conduct a traffic study, and one for the water issue. This won't help the "Affordable Housing" issue.

Melissa Barton, Roy, stated that most here are opposed to this. Doesn't want this development. The property is not big enough for what is being proposed. When the homes are built will there be an HOA?

The Commission voted 6-0; to forward a negative recommendation to the City Council regarding Ord. No 26-5, a request for a development agreement.

ANALYSIS

Background:

The proposed development agreement comes from discussions with a potential land developer. The property is in between 3900 & 3975 West and has two (2) access points at 4950 & 4975 South.

The proposed development would help with the Moderate-Income Housing strategy number two by providing higher density housing, but with detached single-family dwellings rather than townhomes. The surrounding neighborhood is detached single-family dwellings.

According to chapter 18 of the Zoning Code, all development agreements entered into by the council shall specify and contain, as a minimum, the following sections:

1) Duration of agreement.
2) Description of the subject property.
3) Allowed uses.
4) Maximum density or intensity of the allowed uses and construction requirements.
5) A subdivision layout or site plan identifying the location and arrangement of all allowed uses, circulation patterns, and all required dedications and improvements.
6) A phasing schedule for all project phases and the timing for the provision of all features, dedications, and improvements.
7) Other conditions, terms, restrictions, and requirements for subsequent actions and approvals.

An additional question that the Commission and Council need to reflect upon is:

- Does allowing for almost double the number of dwellings provide the best options for development within this area of the city?
- How can this property best be developed? As high density Single-Family? As medium density Single-Family similarly to surrounding?
- Does this help reach the goals and objectives of the General Plan regarding moderate-income housing?

FINDINGS

1. The proposed Development Agreement is consistent with the General Plan by providing additional residential dwellings by allowing for higher density housing.
2. Provides and supports Roy City Economic Development
3. Is consistent with previous discussions with the Planning Commission.

ALTERNATIVE ACTIONS

The City Council can approve, approve with conditions or deny

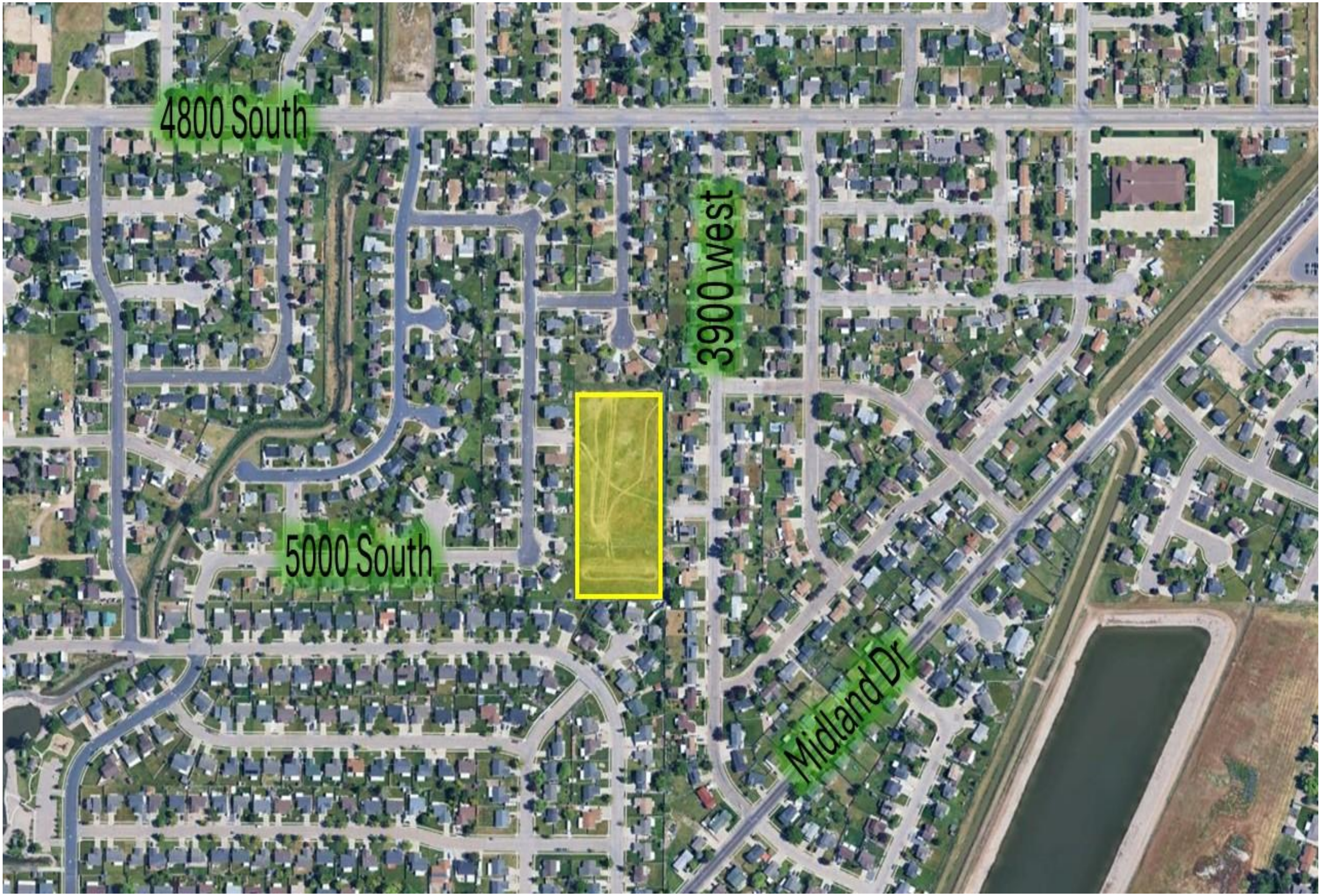
RECOMMENDATION

Staff recommends that the City Council approve Ord. No. 26-4.

EXHIBITS

A. Aerial
B. Proposed Development Agreement
C. Proposed Ord No 26-4

Exhibit "A" – Aerial Map



WHEN RECORDED, RETURN TO:
Roy City Corporation
Attn: City Recorder
5051 S. 1900 W.
Roy, Utah 84067

Affects Weber County Tax Parcel(s): _09-072-0016, 09-072-0064 & 09-072-0065_

CITY OF ROY
DEVELOPMENT AGREEMENT
FOR
ROY FIELDS, A RESIDENTIAL COMMUNITY

This Development Agreement for Highgate Cove, a residential community (this "**Agreement**") is made and entered as of the ______ day of _______________, 2026, by and between the City of Roy, a municipal corporation of the State of Utah (the "**City**") and Steward Land Pursuits, LLC and or assigns, a Utah corporation ("**Developer**").

RECITALS

A. The capitalized terms used in this Agreement and in these Recitals are defined in Section 1.2, below. The Property governed by this Agreement is described in **Exhibit A** hereto.

B. Developer owns (or is under contract to purchase) and is developing the Property as a residential community containing forty-three (43) single-family dwellings (the "**Project**").

C. In order for the Property to be developed as intended, certain flexibility is required for the development standards and requirements as allowed under Section 10-18-1 et seq. of the City Code for projects governed by a development agreement approved by the City Council.

D. This Agreement, if and when it is approved by the City Council of Roy City, is intended to ensure that the Property will receive the necessary flexibility of development standards in order for the Project to be developed and improved in accordance with the Conceptual Site Plan (the "**Concept Plan**") attached hereto as **Exhibit B**.

E. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

F. The Parties understand and intend that this Agreement is a "development agreement" within the meaning of and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 *et seq* and pursuant to Section 10-18-1 et seq. of the City Code.

G. Pursuant to its legislative authority under Utah Code Annotated § 10-9a-101, et seq., and after all required public notice and hearings and execution of this Agreement by Developer, the City Council, in exercising its legislative discretion, has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, City's General Plan, and Section 10-18-1 et seq. of the City Code (collectively, the "**Public Purposes**").

As a result of such determination, City has elected to process and approve the Rezoning Request and authorize the subsequent development thereunder in accordance with the provisions of this Agreement. The City has concluded that the terms and conditions set forth in this Agreement accomplish the Public Purposes referenced above and promote the health, safety, prosperity, security, and general welfare of the residents and taxpayers of the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree to the following, incorporating by reference the above Recitals as if fully set forth herein:

TERMS

1. **<u>Definitions</u>.**

As used in this Agreement, the words and phrases specified below shall have the following meanings:

1.1. **Agreement** means this Development Agreement including all of its Exhibits and Addenda, including Addenda added after this Agreement is executed.

1.2. **Applicant** means a person or entity submitting a Development Application.

1.3. **Buildout** means the completion of development of the entire Project in accordance with this Agreement.

1.4. **City** means the City of Roy, a municipal corporation and political subdivision of the State of Utah.

1.5. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project, and which may or may not be applicable to the Development Application depending upon the provisions of this Agreement.

1.6. **Default** means a breach of this Agreement as specified herein.

1.7. **Developer** means Hamlet Development Corporation and its successors/assignees as permitted by this Agreement.

1.8. **Development** means the development of the Property pursuant to an approved Development Application.

1.9. **Development Application** means an application to the City for development of a portion or all of the Project or any other permit, certificate or other authorization from the City required for development of the Project.

1.10. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2019), and approved by the City, subdividing any portion of the Project.

1.11. **LUDMA** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2005), *et seq*.

1.12. **Maximum Residential Units** means the development on the Property of the maximum residential dwelling units which is 34 single-family residential dwellings.

1.13. **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another party.

1.14. **Party/Parties** means, in the singular, Developer or the City; in the plural Developer and the City.

1.15. **Final Plat** means the final plat for the development of the Project (or any portion thereof), which has been approved by the City.

1.16. **Project** means the residential subdivision to be constructed on the Property pursuant to this Agreement with the associated Public Infrastructure and private facilities, and all of the other aspects approved as part of this Agreement. The Project is intended to be developed and improved in one (1) phase.

1.17. **Property** means the real property owned by (or under contract to be purchased by) and to be developed by Developer as more fully described in **Exhibit A**.

1.18. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City or other public entities as a condition of the approval of a Development Application.

1.19. **Residential Dwelling Unit** means a residential structure designed and intended for use as a single-family detached residential dwellings, as generally depicted on the Concept Plan attached hereto as **Exhibit B**.

2. **Development of the Project**.

2.1. **Zoning**. Subject to the terms of this Agreement, development of the Project shall be subject to the provisions of the City's Single Family Residential (R-1-8) zone and the terms and provisions of this Agreement. In the event of a conflict between the provisions of the R-1-8 zone and this Agreement, the terms, provisions, and standards set forth in this Agreement shall govern.

2.2. **Compliance with Final Plat and this Agreement.** The Project shall be approved and developed in accordance with this Agreement, the City Code, the City's Future Laws (to the extent they are applicable as specified in this Agreement), and the Final Plat.

2.3. **Maximum Residential Units.** Developer shall be entitled to have developed the Maximum Residential Units of the type and in the general location as shown on the Final Plat, which shall be consistent with the Concept Plan attached hereto as **Exhibit B**.

2.4. **Flexible Development Standards**. Section 10-18-1 of the City Code allows the City, in development agreements such as this Agreement, to provide flexibility in the approval of development project by tailoring development standards and requirements to the unique features of a particular development site. Given the unique features and location of this Project, and in order to achieve the Public Purposes and allow for the Project to be developed as desired by both the City and Developer, the City has determined that the single Family lot sizes, setbacks, open space and common areas depicted in the Concept Plan attached hereto as **Exhibit B** are approved and shall govern the development of the Project. The Parties also agree that the maximum permitted height for units in the Project is thirty-five (35) feet.

2.5. **Private Roads**. The roads running through the center of the Project, connecting to 4950 South Street on the west side of the Project and 4975 South Street on the east side of the Project shall be a private road with the width and general layout depicted in the Concept Plan attached hereto as **Exhibit B and subject to engineering requirements as required by the City.** The Project shall have a homeowners association ("HOA") that shall be responsible to maintain the private road in good condition.

2.6. **Stormwater System**. The Parties agree that the storm drain and stormwater system for the Project shall be private (i.e., not dedicated to the City) and that the HOA, not the City, shall be responsible to maintain, clean, repair and service the stormwater system.

2.7. **Other Conditions of Final Plat Approval**. During the development approval process, the City may identify and impose other reasonable conditions of approval for Final Plat approval of the Project in order to comply with engineering and life safety requirements so long as such conditions are not inconsistent with, and do not impair or prejudice, the rights and development standards approved in this Agreement.

3. **Vested Rights.**

3.1. **Vested Rights Granted by Approval of this Agreement.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grants to Developer all vested rights to develop the Project in fulfillment of this Agreement, LUDMA, the City Code, and the Final Plat except as specifically provided herein. The Parties specifically intend that this Agreement grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-20-902 (2026).

3.2. **Exceptions.** The vested rights and the restrictions on the applicability of the City's Future Laws to the Project as specified in Section 3.1 are subject to the following exceptions:

3.2.1. Developer Agreement. The City's Future Laws or other regulations to which the Developer agrees in writing, but not otherwise;

3.2.2. State and Federal Compliance. The City's Future Laws or other regulations which are generally applicable to all properties in the City, and which are required to comply with State and Federal laws and regulations affecting the Project;

3.2.3. Codes. Any City's Future Laws that are updates or amendments to existing building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

3.2.4. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the city (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

3.2.5. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City pursuant to Utah Code Ann. Section 11-36a-101 (2011) *et seq*.

3.2.6. Compelling, Countervailing Interest. Laws, rules, or regulations that: (i) the City's land use authority finds on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-20-902(1)(a)(i) (2026), and (ii) are of general applicability to all development activity in the City.

3.3. **Reserved Legislative Powers**. The Applicant acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding, the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Applicant under this Agreement and with respect to use under the zoning designations as referenced in this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Property shall be of general application to all development activity in City and Weber County; and, unless in good faith City declares an emergency, Applicant shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine.

Term of Agreement. This Agreement shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, unless earlier terminated as provided for herein, the term of this Agreement shall be until December 31, 2030. This Agreement shall also terminate automatically at Buildout.

4. **Public Infrastructure.**

4.1. **Construction by Developer.** Developer, at Developer's cost and expense, shall have the right and the obligation to construct or cause to be constructed and install all Public Infrastructure reasonably and lawfully required as a condition of approval of its Development Application so long as such requirements and conditions are consistent with his Agreement. Such construction must meet all applicable standards and requirements and must be approved by the City's Engineer and Public Works Director.

4.2. **Responsibility Before Acceptance.** Developer shall be responsible for all Public Infrastructure covered by this Agreement until final inspection of the same has been performed by the City, and a final acceptance and release has been issued by the City. The City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring to the Public Infrastructure, nor shall any officer or employee thereof, be liable for any persons or property injured by reason of said Public Infrastructure; all of such liabilities shall be assumed by the Developer.

4.3. **Warranty.** Developer shall repair any defect in the design, workmanship or materials in all Public Infrastructure which becomes evident during a period of one (1) year following the acceptance of the improvements by the City Council or its designee (the warranty period). If during the warranty period, any Public Infrastructure shows unusual depreciation, or if it becomes evident that required work was not done, or that the material or workmanship used does not comply with accepted standards, said condition shall, within a reasonable time, be corrected.

4.4. **Timing of Completion of Public Infrastructure.** In accordance with the diligence requirements for the various types of approvals as described in the City Code, construction of the required Public Infrastructure for each phase shall be completed within one year after the City Council grants final plat approval for that phase and prior to recordation of the mylar for that phase. Upon a showing of good and sufficient cause by Developer the Citymay, in accordance with the provisions of the City Code, extend the time of performance if requested prior to expiration of the completion date.

4.5. **Bonding.** In connection with any Development Application, Developer shall provide bonds or other development security, including warranty bonds, to the extent required by the City Code, unless otherwise provided by Utah Code § 10-20-101, *et seq*. (2026), as amended. The Applicant shall provide such bonds or security in a form acceptable to the City or as specified in the City Code. Partial releases of any such required security shall be made as work progresses based on the City Code.

5. **Upsizing/Reimbursements to Developer.**

5.1. **Upsizing.** The City shall not require Developer to "upsize" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing to the extent required by law.

6. **Default.**

6.1. **Notice.** If Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

6.2. **Contents of the Notice of Default**. The Notice of Default shall:

6.2.1. Specific Claim. Specify the claimed event of Default;

6.2.2. Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default; and

6.2.3. Optional Cure. If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration, if weather conditions permit.

6.3. **Limitation of Remedies.**

6.3.1. Exclusive Remedy. Notwithstanding any other provision in this Agreement, the parties hereby agree that the sole and exclusive remedy for any breach or violation of this Development Agreement shall be limited to those remedies provided under the Land Use Development and Management Act (LUDMA), Utah Code Ann. § 10-20-101 et seq., as amended from time to time.

6.3.2. Waiver of Contract Claims. The parties expressly waive any right to pursue a breach of contract claim or any other common law remedy not specifically authorized by LUDMA in connection with this Agreement.

6.3.3. Acknowledgement. The parties acknowledge that they have read and understand this limitation of remedies provision and have voluntarily agreed to its terms after consultation with legal counsel or having had the opportunity to consult with legal counsel.

6.4. **Public Meeting; Meet and Confer.** Before any remedy in Section 6.3 may be imposed by the City, the Party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default. Thereafter, the City and Developer shall meet within fifteen (15) business days and engage in good-faith efforts to settle and resolve any dispute under this Agreement or alleged default hereunder. Neither Party shall pursue any remedy against the other unless and until this "meet and confer" process has been satisfied.

7. **Notices.**

All notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing by registered or certified mail, return receipt requested, postage prepaid to the following addresses or to such other addresses as either party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least ten days before the date on which the change is to become effective:

To the Developer:
Steward Land Company
Attn: Brad Brown
Email: brad@stewardland.com
2444 Washington Blvd, Suite 204
Ogden, Utah 84401

To the City:
Roy City
Attn: City Recorder
Email: admin@royutah.org
5051 South 1900 West
Roy, Utah 84067

7.1 Mailing Effective. Notices given by mail shall be deemed delivered seventy-two hours following the deposit with the U.S. Postal Service in the manner set forth above.

8. **Incorporation of Recitals and Exhibits.**

All Recitals and Exhibits are hereby incorporated into this Agreement.

9. **No Third-Party Rights/No Joint Venture.**

This Agreement does not create a joint venture relationship, partnership or agency relationship between the City, or Developer. Except as specifically set forth herein, the Parties do not intend this Agreement to create any third-party beneficiary rights.

10. **Successors and Assigns.**

10.1. Change in Developer. This Agreement shall be binding on the successors and assigns of Developer. If the Property is transferred ("**Transfer**") to a third party ("**Transferee**"), Developer and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless, prior to such Transfer, Developer provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Developer under this Agreement and the persons and/or entities originally executing this Agreement as Developer shall be released from any further obligations under this Agreement as to the transferred Property.

10.2. Individual Lot or Unit Sales. Notwithstanding the provisions of Section 11.1 above, a transfer by Developer of a lot or residential unit located on the Property within a City approved and recorded plat shall not be deemed a Transfer as set forth above so long as Developer's obligations with respect to such lot or dwelling unit have been completed. In such event, Developer shall be released from any further obligations under this Agreement pertaining to such lot or dwelling unit.

11. **No Waiver.**

Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

12. **Severability.**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

13. **Force Majeure.**

Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

14. **Applicable Law.**

This Agreement shall be construed in accordance with the laws of the State of Utah.

15. **Venue.**

Any action to enforce this Agreement shall be brought only in the District Court of Weber County, State of Utah.

16. **Entire Agreement.**

This Agreement and the Exhibits hereto constitute the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

17. **Amendment**.

This Agreement may be amended only in writing signed by the Parties hereto. Any such amendment of this Agreement shall be recorded in the official records of the Weber County Recorder's Office.

18. **Recordation and Running with the Land.**

This Agreement shall be recorded in the chain of title for the Project. This Agreement shall be deemed to run with the land.

19. **Authority.**

The Parties to this Agreement each warrant that they have all of the necessary authority and approvals to execute this Agreement.

20. **Attorney's Fees and Costs.** If either party brings legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

21. **Binding Effect.** The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors in interest, and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

DEVELOPER: Steward Land Pursuits LLC	**THE CITY:** City of Roy
___________________________________ Brad Brown, Manager	___________________________________ Ann Jackson, Mayor
Approved as to form and legality:	Attest:
________________________________ City Attorney	________________________________ City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF WEBER)

On the _____ day of_________, 2026 personally appeared before me _Ann Jackson_ who being by me duly sworn, did say that he is the Mayor of Roy City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

____
NOTARY PUBLIC

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF __________)

On the _____ day of __________, 2026, personally appeared before me Brad Brown , who being by me duly sworn, did say that he is the President of Hamlet Development Corporation, a Utah corporation, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

____
NOTARY PUBLIC

TABLE OF EXHIBITS

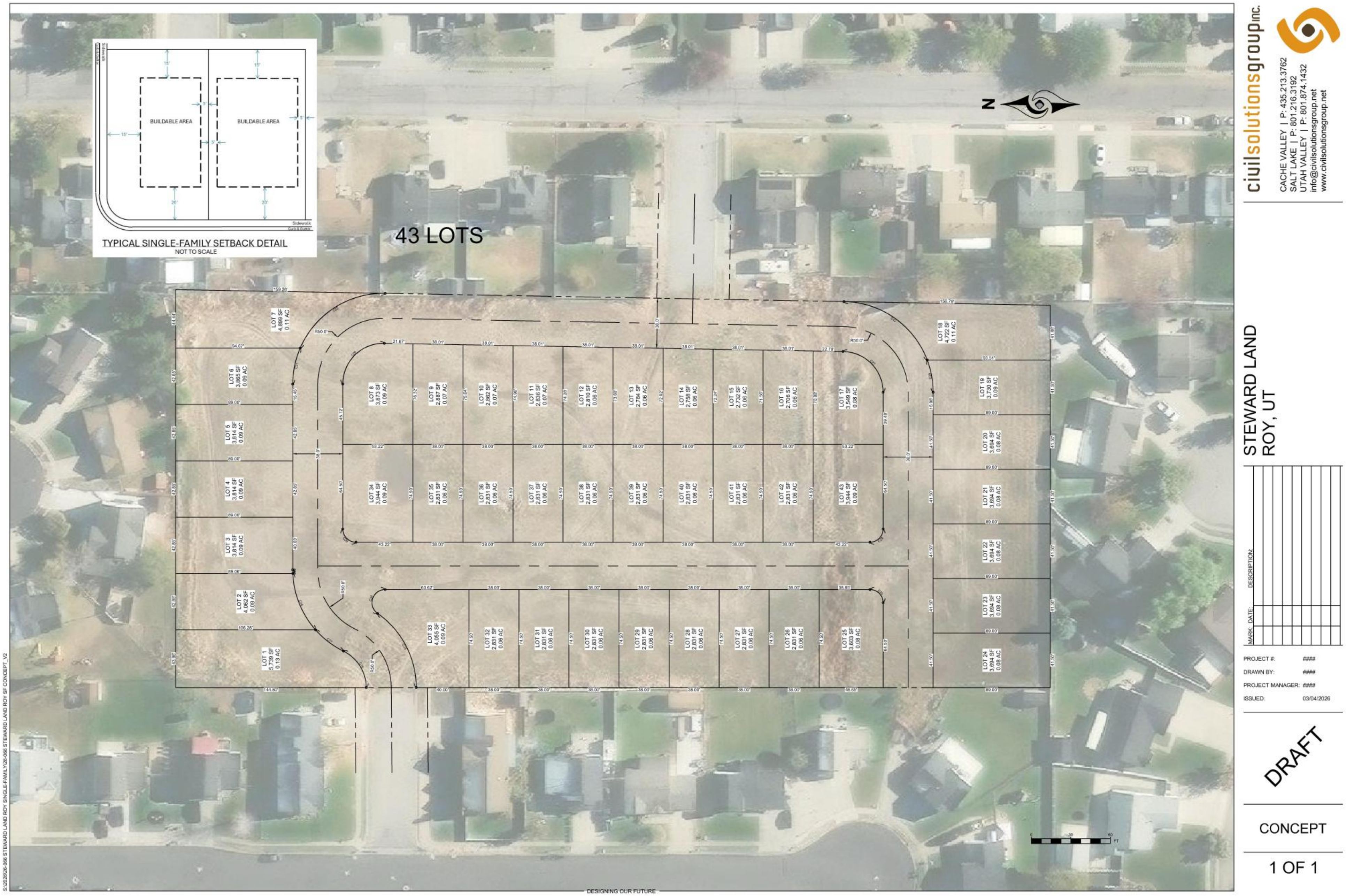
Exhibit “A”
Legal Description of Property

PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF STONEY BROOK ESTATES SUBDIVISION NO. 2, SAID POINT BEING 809.65 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER SECTION, RUNNING THENCE SOUTH 89D41' WEST 304.32 FEET, THENCE SOUTH367.48 FEET, THENCE WEST 6.89 FEET, THENCE SOUTH 147.85THENCE NORTH 89D30'30" EAST 313 FEET, THENCE NORTH 515.33FEET TO THE POINT OF BEGINNING.

PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF STONEY BROOK ESTATES SUBDIVISION NO. 2, SAID POINT BEING 809.65 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER SECTION, RUNNING THENCE SOUTH 89D41' WEST 304.32 FEET, THENCE SOUTH367.48 FEET, THENCE WEST 6.89 FEET, THENCE SOUTH 147.85THENCE NORTH 89D30'30" EAST 313 FEET, THENCE NORTH 515.33FEET TO THE POINT OF BEGINNING.

PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY, BEGINNING AT A POINT THAT IS SOUTH 809.65 FEET AND 304.32FEET WEST OF THE NORTHEAST CORNER OF SAID QUARTER SECTION, THENCE WEST 8.68 FEET, THENCE SOUTH 367 FEET, MORE OR LESS, TO A POINT THAT IS SOUTH 367.48 FEET AND WEST 6.89 FEET FROM THE POINT OF BEGINNING, RUNNING THENCE EAST 6.89 FEET, THENCE NORTH 367.48 FEET TO THE POINT OF BEGINNING.

Exhibit "B"
Concept Plan of the Project



ORDINANCE NO. 26-4

AN ORDINANCE OF THE ROY CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT BETWEEN ROY CITY AND STEWARD LAND CO.

WHEREAS, Steward Land Co. desires to develop approximately 4.74 acres (206,474.4 sq.-ft.) of property located at 3925 West 4965 South into a 43 small lot development; and

WHEREAS, Sunset Builders and Roy City desire to enter into a Development Agreement to set forth and clarify the parties' obligations for the development of the property.

NOW, THEREFORE, the Roy City Council hereby approves the Development Agreement as written and authorizes the Mayor of Roy City to execute this Agreement on behalf of the City.

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

Councilman Hulbert _______

Councilman Jackson ______

Councilman Saxton _______

Councilman Sphar ______

Councilman Wilson ______

This Ordinance shall become effective immediately upon passage, lawful posting, and recording. This Ordinance has been passed by the Roy City Council this _____ day of ______________, 2026.

____

Ann Jackson
Mayor

Attested and Recorded:

____

Brittany Fowers
City Recorder

STAFF REPORT

City Council

September 1, 2026

Synopsis

Application Information

Request: Ord No. 26-8 – To consider amendments to Title 10 Zoning Regulations; amending Chapter 31 – Definitions adding Garage & Yard Sales

Staff

Report By: Steve Parkinson

Recommendation: Approve

Applicable Ordinances

- Roy City Zoning Ordinance Title 10 - Zoning Regulations
  - Chapter 31 – Definitions

Planning Commission Action

The Planning Commission held a Public Hearing on July 14, 2026.

Public Hearing was opened for comments:

Tim Higgs, Roy, said he did not understand why the ordinance specified where on the property the yard sale could be held. He said that many homes in Roy City had better shade in the backyard and side yard, and felt that those areas should be permitted in the ordinance.

Nancy Inman, Roy, commented that there was only one bad actor in the City, and she did not think it was appropriate to limit the rights of other citizens in order to stop a single person. She thought there were other ordinances and regulations in the City that the Planning Commission could use to enforce this individual violations. She did not think it was appropriate or fair to micromanage what people could do on their properties.

Shelly Polston, Roy, agreed with Mrs. Inman. She asked the Planning Commission to focus only on the individual who was in violation and not pass another ordinance that would impact residents who had done nothing wrong.

The Commission voted 7-0; to forward a positive recommendation to the City Council regarding Ord. No 26-8.

Analysis

Background:

Staff was asked by the City's Code Enforcement Officer (Broc) to look into providing code regarding Garage/Yard Sales.

Broc has received complaints of individuals that conduct them weeks on end if not months, leaving the stuff out in the yard from when the weather turns good in the spring and don't take it down until the weather turns bad in the fall, everyday, not just a couple of weekends a year like most.

There is nothing within Roy City's code that addresses Garage/Yard Sales directly. Only Home Occupations and Outdoor Storage

Staff researched many of the surrounding cities (see exhibit "A") to see how they approach this issue and what language they use.

Consideration as outlined in section 10-5-9 "Criteria for Approval of a Zoning Ordinance … Amendment" When considering a Zoning Ordinance Amendment, the Commission and the Council shall consider the following factors,

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.

This change to the Code will affect large areas around the City.

An additional question that the Commission and Council needs to reflect upon is:

- Does changing are not changing the Zoning Ordinance provide the best options for development within this area of the City?

FINDINGS

1. The proposed amendments are consistent with the General Plan.
2. Is consistent with previous discussions with the Planning Commission.

ALTERNATIVE ACTIONS

The City Council can Approve as written, Approve with changes, Deny or Table.

RECOMMENDATION

Staff recommends approving the proposed amendments to Title 10 Zoning Regulations; amending Chapter 31 – Definitions adding Garage & Yard Sales as written.

EXHIBITS

A. Research on the Surrounding Cities Code
B. Previous Planning Commission Meeting minutes
C. Proposed Ord No 26-8

EXHIBIT "A" – RESEARCH OF SURROUNDING CITIES CODE

Clearfield – 11-3-3

SALE, YARD OR GARAGE: The selling of new or used goods, wares, or merchandise from a garage, carport, or yard. No yard or garage sale shall exceed forty-eight (48) hours in duration. There shall be no more than two (2) yard or garage sales at any one property or residence within the city in any twelve (12) month period.

Clinton – 28-2-2

"Garage and Yard Sales"[174] means a garage sale, also known as a yard sale, rummage sale, tag sale, attic sale, moving sale, junk sale or an estate auction, is an informal, irregularly scheduled event for the sale of used goods by private individuals.

1. Typically the goods in a garage sale are one (1) or more of any "new", "like-new", "gently used", or just unwanted items from the household.
2. The sales venue is typically a garage, driveway, carport, front yard, porch, or occasionally, the interior of a house.
3. The sale is conducted by a legal resident of the premises, and the legal resident MUST conduct and be present during all hours of each individual garage sale.
4. Garage sales are not to occur more than eight (8) days in any calendar year, no more than three (3) consecutive days in any one (1) event.
5. Hours of operation shall be limited to 8 am to 8 pm.

Kaysville – 17-26-2

Minor Home Occupations.

12. Notwithstanding any provision contained herein to the contrary, garage, basement, yard, or other similar sales shall be permitted not more than twice each year, and each sale shall not last more than two (2) consecutive days.

Same definition within the following sections of code:

– **17-26-3,** Major Home Occupations A. #11
– **17-26-4,** Major Home Occupations B. #10
– **17-26-4a,** Major Home Occupations C. # 10
– **17-26-4b,** Instructional Home Occupations. #14

Layton – 19.02.020

"Garage, Yard Sale": Sale of personal belongings in a residential zone, which sale is conducted by a legal resident of the premises. Garage sales are not to occur more than four days annually.

Ogden – 15-2-19: R

RESIDENTIAL GARAGE SALES OR YARD SALES:

The occasional sale of surplus household goods or furnishings as a use accessory to a dwelling. Sales held more frequently than three (3) days in any one calendar quarter shall be considered a retail use and not "occasional" in nature, nor a use accessory to a dwelling. A residential garage sale or yard sale shall not include goods or property:

A. Acquired for the purpose of resale, barter or exchange; or
B. Manufactured or repaired for the purpose of sale as part of a home occupation.

Syracuse – 10.10.040

"Garage sale" means a sale of personal belongings in a residential zone, which sale is conducted by a bona fide resident of the premises.

April 28, 2026 – work-session minutes

2. Discussion on potential language regarding Garage/Yard Sales

Mr. Parkinson reported that the Code Enforcement Officer had received repeating complaints over the last several years about a Roy resident who ran a continuous garage sale out of their home. Mr. Parkinson explained that this resident claimed to be holding a garage sale, although their inventory never decreased and they held sales on their yard every day during the warm-weather months. He elaborated that if this resident was running a business, they would need a license, and they also would not be permitted to operate out of their home. He summarized that the Code Enforcement Officer had been unsuccessful in getting this resident to cease operations, in part because there was currently no language in the City Code that regulated garage sales.

Mr. Parkinson said he had researched how other cities defined and mandated garage sales. He shared details of the garage sale ordinances that the cities of Clearfield, Clinton, and Kaysville, Layton, and Ogden had and discussed the pros and cons of these statutes.

Commissioner Felt appreciated that Ogden's ordinance included language which prohibited the purchasing of items with the sole intention of reselling them in a garage sale. Mr. Parkinson asked about an appropriate number of garage sales to allow per year. Commissioner Graff brought up that sometimes kids set up stands where they sold lemonade or some of their old toys and asked if that would count as a business. Mr. Parkinson replied that while technically, that might constitute a business, if the kids set up infrequently to raise money for sports or another event he did not feel that was something the City needed to enforce.

The Commissioners continued to discuss what an appropriate number of annual garage sales could be. Commissioner Tanner thought quarterly garage sales could work well. Commissioner Thompson noted that he liked elements of each of the other City's Codes and thought Roy could combine those ordinances.

Mr. Parkinson shared more details of the City's previous attempts to prosecute the resident who was holding garage sales. He explained it was difficult to prove how the resident was violating the Code with their current language.

Vice-Chair Felt allowed for some public to comment.

Kevin Homer thanked Mr. Parkinson for compiling information in the packet and for all his work. He thought there were a lot of existing ordinances in the City that were related to this issue which could be enforced. He noted that if they were to create a separate ordinance just for garage sales, it would require the same level of research and investigation on the part of the Code Enforcement Officer as their current ordinances. He then discussed that he was opposed to governmental overreach, and he did not feel that the City should regulate someone who wanted to conduct private commerce on their own property. Mr. Homer summarized that the City should focus on enforcing their current ordinances rather than creating more.

Shelley Polston said she did not care what other people in the City did. She pointed out that they lived in hard economic times and thought that if people were looking for sources of additional income, they should be allowed to sell some old items. She wondered how widespread this issue was and said it seemed as though there was only one resident having garage sales so frequently.

Commissioner Felt said that even if there was only one resident who was holding garage sales every day, doing so would create additional traffic and congestion on their street, which would have a negative impact on his neighbors. He said that it was reasonable to enforce something which could have a negative impact on the surrounding community. Ms. Polston commented that concerns about traffic congestion were a large part of the reason that many members of the community were opposed to new apartment buildings. Ms. Polston reiterated that this seemed to be a minor issue.

Nancy Inman commented that if someone wanted to sell their things, there were many vendor markets on the weekends where they could do so. She agreed with Mr. Homer in that there were too many ordinances already in the City and opined that some ordinances were too specific and controlling. She felt that garage sales should not be regulated unless they encroached on someone else's property. She noted that most people only stayed at a garage sale for a couple minutes, so she did not feel that parking or traffic would get out of hand. She did not support limiting the number of garage sales that residents could hold every year.

Commissioner Tanner asked if part of the problem with the particular resident's sale was if it was unsightly or attracting rodents and garbage. Mr. Parkinson said he was not sure if there was an issue with trash; he had just been requested by the Code Enforcement Officer to bring this issue to the Commission. Commissioner Thompson brought up that the main issue seemed to be the length of the sale and the fact that the resident left their items outside overnight. Commissioner Bills commented that this seemed like a neighborhood-specific issue in which a majority of neighbors were having a problem with a single resident.

Commissioner Bills asked about the Code enforcement process. Mr. Parkinson replied that the Commission was not permitted to view images that were part of an ongoing investigation.

May 26, 2026 – work-session minutes

1. Continued Discussion on potential language regarding Garage/Yard Sales

Mr. Parkinson provided a short recap of this item's discussion to date and introduced the Code Enforcement Officer, Brock Gresham.

Mr. Gresham explained that there was not currently anything in the Code that addressed the length of yard sales. He noted that many other municipalities had ordinances that dealt with time frames for such sales.

Mr. Parkinson added that part of the issue was that their ordinance did not allow businesses to be run out of homes. He said if someone was operating a garage sale every day, that was essentially a business. Chair Cowley clarified that businesses licenses were distributed by the City, not the State. Mr. Parkinson said it seemed like the main thing they needed to add to their Code was a clear definition of what a garage sale was, so that the Code Enforcement Officer could regulate them.

Commissioner Bills said it seemed like the main issue were pallet sales. Mr. Gresham said that he got complaints every year about extended garage sales. Commissioner Bills asked how the City could stop people from running a business out of their home and Mr. Gresham explained how the City could restrict unlicensed businesses.

The Commissioners and Mr. Parkinson discussed what other nearby cities, including Ogden and Clinton, had in their codes about the timeframe and frequency of yard sales. Commissioner Reed also brought up signage for yard sales. Mr. Parkinson listed the current requirements for signs in the City. Commissioner Bills said she liked Clinton's rule of allowing yard sales on a quarterly basis. Commissioner Bills also asked about people selling items for holidays and observances like Mother's Day. Mr Parkinson replied that technically, people should have business licenses for those kind of sales, although this was not enforced because typically they were very short-lived operations and usually only took a couple hours.

July 14, 2026 – regular meeting minutes

5. PUBLIC HEARING – TO CONSIDER AMENDING TITLE 10 – ZONING REGULATIONS; AMENDING CHAPTER 10 – GENERAL PROPERTY DEVELOPMENT STANDARDS, CHAPTER 31 – DEFINITIONS ADDING GARAGE & YARD SALES

Mr. Parkinson introduced this item. He covered the history of the discussion to date and noted that this issue had first been brought to their attention by the Code Enforcement Officer. Mr. Parkinson said that the Commission needed to consider how to define and regulate yard sales. He reported that he had researched similar cities' ordinances and based on the research, the Commission had ultimately determined that Roy City should base their definition and duration of a yard sale on the language in Clinton City's ordinance.

Chair Cowley asked for a motion to open the public hearing.

Commissioner Bills moved to open the public hearing. Commissioner Bailey seconded the motion. Commissioners Bailey, Bills, Cowley, Felt, Reed, Tanner and Young voted "aye." The motion carried

Chair Cowley opened the floor for public comments and reminded the public of the rules for the public comment period.

Tim Higgs, Roy, said he did not understand why the ordinance specified where on the property the yard sale could be held. He said that many homes in Roy City had better shade in the backyard and side yard, and felt that those areas should be permitted in the ordinance.
Mr. Higgs additionally asked for the general public comment period to be added back into regular Planning Commission meetings.

Nancy Inman, Roy, commented that there was only one bad actor in the City, and she did not think it was appropriate to limit the rights of other citizens in order to stop a single person. She thought there were other ordinances and regulations in the City that the Planning Commission could use to enforce this individual violations. She did not think it was appropriate or fair to micromanage what people could do on their properties.

Shelly Polston, Roy, agreed with Mrs. Inman. She asked the Planning Commission to focus only on the individual who was in violation and not pass another ordinance that would impact residents who had done nothing wrong.

No additional comments were made.

Chair Cowley asked for a motion to close the Public Hearing.

Commissioner Tanner moved to close the public hearing. Commissioner Reed seconded the motion. Commissioners Bailey, Bills, Cowley, Felt, Reed, Tanner and Young voted "aye." The motion carried.

Mr. Parkinson commented that in his twelve-year tenure with the City, there had not been a general public comment period as part of the Planning Commission meetings. Mr. Parkinson also addressed Mr. Higgs' comment about the back and side yard. The Commission determined they could add in language to the ordinance which made it clear that residents could hold garage sales in their back or side yards as well as the front yard.

Commissioner Reed moved to forward a positive recommendation to the City Council regarding the proposed amendments to Title 10 – zoning regulations; amending Chapter 10 – General Property Development Standards, Chapter 31 – Definitions Adding Garage & Yard Sales, to include the verbiage in point 2 "side and rear yards.". Commissioner Tanner seconded the motion. Commissioners Bailey, Bills, Cowley, Felt, Reed, Tanner, and Young voted "aye." The motion carried.

ORDINANCE NO. 26-8

AN ORDINANCE AMENDING THE ROY CITY MUNICIPAL CODE TITLE 10 – ZONING REGULATIONS; CHAPTER 31 - DEFINITIONS

WHEREAS, the Roy City Council finds that it is advisable and beneficial to make an update to Title 10 Zoning Regulations; amending Chapter 31 - Definitions.

WHEREAS, the Roy City Council finds that the modifications regulating the proposed changes will be of benefit and use in enhancing and increasing long-term viability of development within residential, commercial and manufacturing areas which is important to the City; and

WHEREAS, the Roy City Planning Commission held a public hearing as required by law and has favorably recommended amendments to the City Council; and

WHEREAS, the Roy City Council has received and reviewed the recommendation of the Planning Commission and City Staff, finding it to be consistent with the goals and policies of the Roy City Zoning Ordinance and General Plan, and 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 changes to Title 10 Zoning Regulation: amending Chapter 31 - Definitions with the Roy City Municipal Code be amended to depict the changes.

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

10-31-1 Purpose and Conflicts:

Garage and Yard Sales: means a garage sale, also known as a yard sale, rummage sale, tag sale, attic sale, moving sale, junk sale or an estate auction, is an informal, irregularly scheduled event for the sale of used goods by private individuals.

1. **Typically, the goods in a garage sale are one (1) or more of any "new", "like-new", "gently used", or just unwanted items from the household.**
2. **The sales venue is typically a garage, driveway, carport, front yard, porch, or occasionally, the interior of a house.**
3. **The sale is conducted by a legal resident of the premises, and the legal resident MUST conduct and be present during all hours of each individual garage sale.**
4. **Garage sales are not to occur more than eight (8) days in any calendar year, no more than three (3) consecutive days in anyone (1) event.**
5. **Hours of operation shall be limited to 8 am to 8 pm.**

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

Councilmember Hulbert	_______	Councilmember Jackson	_______
Councilmember Saxton	_______	Councilmember Sphar	_______
Councilmember Wilson	_______		

This Ordinance shall become effective immediately upon passage. This Ordinance has been passed by the Roy City Council this ____ day of _____________, 2026.

____
Ann Jackson;
Mayor

Attested and Recorded:

____
Brittany Fowers;
City Recorder

Roy City Council Agenda Worksheet

Roy City Council Meeting Date: 1 Sept 2026

Agenda Item Number: Discussion Item #1

Subject: Discussion and Direction to Staff: Reinstating and Amending the Penalty for Building Without a Permit.

Prepared By: Councilmember Jason Sphar

Background: Following the Council's previous decision to remove the $500 penalty for building without a permit, the Roy City Building Inspector has reported a significant increase in ordinance abuse. Specifically, professional subcontractors and repeat offenders are bypassing the permitting process, utilizing the lack of a financial penalty as a loophole. This intentional non-compliance drains city staff resources, circumvents critical safety inspections, and undermines the integrity of our building codes.

The goal of this agenda item is to direct the City Attorney and city administration to draft an updated ordinance that accomplishes two specific objectives:

1. **Reinstate the Deterrent: Bring back the $500 penalty to force compliance from professional contractors, flippers, and repeat offenders who intentionally build without a permit.**
2. **Protect the Resident: Establish a clear legal mechanism (such as a first-time waiver, a warning system, or a distinction between commercial contractors and owner-occupied residential projects) to ensure that everyday Roy citizens who make an honest mistake are not unfairly burdened.**

Recommendation (Information Only or Decision): Discussion / Direction to Staff (to draft the amended ordinance for a future vote).

Contact Person / Phone Number: Council member Jason Sphar 801-389-7869

Roy City Council Agenda Worksheet

Roy City Council Meeting Date: 1 Sept 2026

Agenda Item Number: Discussion Item #2

Subject: Discussion and Direction to Staff: Comprehensive Review of City Communication Methods and Software Consolidation.

Prepared By: Councilmember Jason Sphar

Background: Providing timely and accurate information to Roy residents is a core function of our city government. Historically, the city has utilized a printed magazine newsletter, and we recently received a new proposal from the Standard Examiner for printing services. However, before committing taxpayer funds to traditional print and mailing methods, the Council needs to explore modernized, cost-saving alternatives.

The city currently contracts with CivicPlus, but we are only utilizing a fraction of their available software suite. We need to evaluate whether upgrading to higher-tier CivicPlus packages can streamline our operations by combining website maintenance, social media updates, and digital newsletter distribution into one platform.

The goal of this agenda item is to direct city administration to prepare a comparative cost-benefit analysis for the Council that evaluates:

1. **Traditional Print: The cost and dissemination logistics of print options (including the Standard Examiner proposal).**
2. **Digital Consolidation: The cost of expanding our existing CivicPlus contract to automate and consolidate our web, social media, and digital newsletter outputs.**

This analysis will allow the Council to make a fiscally responsible decision that maximizes taxpayer dollars while ensuring residents receive information faster and more efficiently.

Recommendation (Information Only or Decision): Discussion / Direction to Staff (to provide a comparative cost analysis at a future meeting).

Contact Person / Phone Number: Council member Jason Sphar 801-389-7869

Roy City Council Agenda Worksheet

Roy City Council Meeting Date: 09/01/2026

Agenda Item Number: Discussion Item #3

Subject: Jake Brake use on 5600 South

Prepared By: Councilmember Saxton

Background:

The use of jake brakes on 5600 South coincides with increasing traffic volume following the completion of the expansion project by UDOT. While a city can prohibit the use of the brake by a noise ordinance, it is also understood this may create additional Public Safety concerns and enforcement of such regulations may also be difficult. This discussion comes forward as a result of inquiries from residents and is primarily for council to discuss to see if an updated noise ordinance should be developed.

Recommendation (Information Only or Decision): Information

Contact Person / Phone Number: Councilmember Bryon Saxton