

ROY CITY COUNCIL MEETING AGENDA

OCTOBER 6, 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 of the Month Recognition

D. Consent Items

1. July 2026 and August 2026 Financial Statements

E. Presentation

1. WM At Your Door Special Collection Service

F. 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.

G. Action Items

1. Consideration of Resolution 26-26; A Resolution Approving and Authorizing the Execution of an Interlocal Agreement between Roy City and Weber County Wherein Weber County will Provide Election Services for Roy City for the Upcoming Primary and General Elections.
2. Consideration of Resolution 26-27; A Resolution of the Roy City Council Updating the City's Voter Participation Areas.
3. Consideration of Resolution 26-28; A Resolution of the Roy City Council Approving the At Your Door Special Collection Service Agreement with Waste Management and Authorizing it's Execution.
4. Consideration of Ordinance No. 26-14; Consider a Development Agreement with Cole West LLC. Regarding a potential project located at 5154 South 2700 West (Parcel Number 09-035-0006 & 09-035-0021), to allow 24 single-family dwellings on smaller lots.

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 1st day of October 2026. A copy was also posted on the Roy City website and the Utah Public Notice Website on this 1st day of October 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
FUND SUMMARY
FOR THE 1 MONTHS ENDING JULY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
PROPERTY TAX	0.00	0.00	6,909,050.00	6,909,050.00	.0
SALES AND USE TAX	(854,121.92)	(854,121.92)	8,860,000.00	9,714,121.92	(9.6)
FRANCHISE TAX	50,401.05	50,401.05	3,126,500.00	3,076,098.95	1.6
LICENSES AND PERMITS	67,546.89	67,546.89	419,500.00	351,953.11	16.1
INTERGOVERNMENTAL	105,967.21	105,967.21	384,814.00	278,846.79	27.5
CHARGES FOR SERVICES	451,814.29	451,814.29	3,788,500.00	3,336,685.71	11.9
FINES AND FORFEITURES	106,313.70	106,313.70	780,000.00	673,686.30	13.6
MISCELLANEOUS REVENUE	29,500.56	29,500.56	400,000.00	370,499.44	7.4
CONTRIBUTIONS AND TRANSFERS	31,357.20	31,357.20	504,605.00	473,247.80	6.2
	(11,221.02)	(11,221.02)	25,172,969.00	25,184,190.02	.0
<u>EXPENDITURES</u>					
LEGISLATIVE	49,604.91	49,604.91	585,704.00	536,099.09	8.5
LEGAL	27,886.18	27,886.18	501,963.00	474,076.82	5.6
LIABILITY INSURANCE	20,180.08	20,180.08	242,161.00	221,980.92	8.3
JUSTICE COURT	32,443.17	32,443.17	573,677.00	541,233.83	5.7
FINANCE	23,234.22	23,234.22	595,646.00	572,411.78	3.9
TRANSFERS	56,467.00	56,467.00	677,604.00	621,137.00	8.3
BUILDING/GROUND MAINT DIVISION	41,462.30	41,462.30	695,157.00	653,694.70	6.0
POLICE AND ANIMAL SERVICES	686,383.58	686,383.58	8,405,569.00	7,719,185.42	8.2
FIRE & RESCUE	414,996.95	414,996.95	6,110,700.00	5,695,703.05	6.8
COMMUNITY DEVELOPMENT	54,387.50	54,387.50	900,894.00	846,506.50	6.0
STREETS DIVISION	53,764.97	53,764.97	1,053,325.00	999,560.03	5.1
FLEET SERVICES DIVISION	10,993.71	10,993.71	274,021.00	263,027.29	4.0
PUBLIC WORKS ADMINISTRATION	10,098.02	10,098.02	555,941.00	545,842.98	1.8
RECREATION COMPLEX	70,934.43	70,934.43	997,532.00	926,597.57	7.1
AQUATIC CENTER	132,359.21	132,359.21	1,018,194.00	885,834.79	13.0
ROY DAYS	21,395.50	21,395.50	106,460.00	85,064.50	20.1
PARKS & RECREATION	113,105.88	113,105.88	1,878,421.00	1,765,315.12	6.0
	1,819,697.61	1,819,697.61	25,172,969.00	23,353,271.39	7.2
	(1,830,918.63)	(1,830,918.63)	0.00	1,830,918.63	.0

ROY CITY CORPORATION
FUND SUMMARY
FOR THE 1 MONTHS ENDING JULY 31, 2026

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
41 CAPITAL PROJECTS FUND	39,284.36	39,284.36	2,087,800.00	2,048,515.64	1.9
50 UTILITY ENTERPRISE FUND	1,218,013.49	1,218,013.49	13,426,500.00	12,208,486.51	9.1
51 STORM WATER UTILITY FUND	109,384.01	109,384.01	1,434,490.00	1,325,105.99	7.6
53 SOLID WASTE UTILITY FUND	269,758.94	269,758.94	3,624,974.00	3,355,215.06	7.4
60 INFORMATION TECHNOLOGY	66,639.17	66,639.17	1,253,311.00	1,186,671.83	5.3
63 RISK MANAGEMENT FUND	32,792.67	32,792.67	403,602.00	370,809.33	8.1
64 CLASS "C" ROADS	(329,325.12)	(329,325.12)	2,050,000.00	2,379,325.12	(16.1)
65 TRANSPORTATION INFRASTRUCTUR	(57,880.24)	(57,880.24)	2,273,000.00	2,330,880.24	(2.6)
67 STORM SEWER DEVELOPMENT	36,046.02	36,046.02	600,000.00	563,953.98	6.0
68 PARK DEVELOPMENT	49,333.32	49,333.32	190,000.00	140,666.68	26.0
71 REDEVELOPMENT AGENCY	10,010.05	10,010.05	1,604,405.00	1,594,394.95	.6
75 CEMETERY FUND	639.44	639.44	8,000.00	7,360.56	8.0
94 GENERAL LONG TERM DEBT	0.00	0.00	0.00	0.00	.0
	<u>1,444,696.11</u>	<u>1,444,696.11</u>	<u>28,956,082.00</u>	<u>27,511,385.89</u>	<u>5.0</u>
<u>EXPENDITURES</u>					
41 CAPITAL PROJECTS FUND	91,524.77	91,524.77	2,087,800.00	1,996,275.23	4.4
50 UTILITY ENTERPRISE FUND	349,562.73	349,562.73	13,426,500.00	13,076,937.27	2.6
51 STORM WATER UTILITY FUND	74,273.30	74,273.30	1,434,490.00	1,360,216.70	5.2
53 SOLID WASTE UTILITY FUND	52,804.31	52,804.31	3,624,974.00	3,572,169.69	1.5
60 INFORMATION TECHNOLOGY	169,048.29	169,048.29	1,253,311.00	1,084,262.71	13.5
63 RISK MANAGEMENT FUND	260,432.44	260,432.44	403,602.00	143,169.56	64.5
64 CLASS "C" ROADS	31,370.20	31,370.20	2,050,000.00	2,018,629.80	1.5
65 TRANSPORTATION INFRASTRUCTUR	(50,923.51)	(50,923.51)	2,273,000.00	2,323,923.51	(2.2)
67 STORM SEWER DEVELOPMENT	(15,729.99)	(15,729.99)	600,000.00	615,729.99	(2.6)
68 PARK DEVELOPMENT	0.00	0.00	190,000.00	190,000.00	.0
71 REDEVELOPMENT AGENCY	0.00	0.00	1,604,405.00	1,604,405.00	.0
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
	<u>962,362.54</u>	<u>962,362.54</u>	<u>28,956,082.00</u>	<u>27,993,719.46</u>	<u>3.3</u>
	<u>482,333.57</u>	<u>482,333.57</u>	<u>0.00</u>	<u>(482,333.57)</u>	<u>.0</u>

ROY CITY CORPORATION
FUND SUMMARY
FOR THE 2 MONTHS ENDING AUGUST 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
PROPERTY TAX	16,904.65	16,904.65	6,909,050.00	6,892,145.35	.2
SALES AND USE TAX	854,121.92	0.00	8,860,000.00	8,860,000.00	.0
FRANCHISE TAX	297,338.22	347,739.27	3,126,500.00	2,778,760.73	11.1
LICENSES AND PERMITS	49,586.11	117,133.00	419,500.00	302,367.00	27.9
INTERGOVERNMENTAL	6,856.86	112,824.07	384,814.00	271,989.93	29.3
CHARGES FOR SERVICES	422,951.47	874,765.76	3,788,500.00	2,913,734.24	23.1
FINES AND FORFEITURES	65,502.93	171,816.63	780,000.00	608,183.37	22.0
MISCELLANEOUS REVENUE	53,837.65	83,338.21	400,000.00	316,661.79	20.8
CONTRIBUTIONS AND TRANSFERS	35,220.00	66,577.20	504,605.00	438,027.80	13.2
	<u>1,802,319.81</u>	<u>1,791,098.79</u>	<u>25,172,969.00</u>	<u>23,381,870.21</u>	<u>7.1</u>
<u>EXPENDITURES</u>					
LEGISLATIVE	30,058.64	79,663.55	585,704.00	506,040.45	13.6
LEGAL	31,075.66	58,961.84	501,963.00	443,001.16	11.8
LIABILITY INSURANCE	20,180.08	40,360.16	242,161.00	201,800.84	16.7
JUSTICE COURT	35,183.34	67,626.51	573,677.00	506,050.49	11.8
FINANCE	36,065.42	59,299.64	595,646.00	536,346.36	10.0
TRANSFERS	56,467.00	112,934.00	677,604.00	564,670.00	16.7
BUILDING/GROUND MAINT DIVISION	44,500.23	85,962.53	695,157.00	609,194.47	12.4
POLICE AND ANIMAL SERVICES	506,558.46	1,192,942.04	8,405,569.00	7,212,626.96	14.2
FIRE & RESCUE	521,274.49	936,271.44	6,110,700.00	5,174,428.56	15.3
COMMUNITY DEVELOPMENT	55,114.31	109,501.81	900,894.00	791,392.19	12.2
STREETS DIVISION	63,721.96	117,486.93	1,053,325.00	935,838.07	11.2
FLEET SERVICES DIVISION	11,424.83	22,418.54	274,021.00	251,602.46	8.2
PUBLIC WORKS ADMINISTRATION	30,425.60	40,523.62	555,941.00	515,417.38	7.3
RECREATION COMPLEX	75,060.25	145,994.68	997,532.00	851,537.32	14.6
AQUATIC CENTER	180,035.38	312,394.59	1,018,194.00	705,799.41	30.7
ROY DAYS	50,996.31	72,391.81	106,460.00	34,068.19	68.0
PARKS & RECREATION	139,563.64	252,669.52	1,878,421.00	1,625,751.48	13.5
	<u>1,887,705.60</u>	<u>3,707,403.21</u>	<u>25,172,969.00</u>	<u>21,465,565.79</u>	<u>14.7</u>
	<u>(85,385.79)</u>	<u>(1,916,304.42)</u>	<u>0.00</u>	<u>1,916,304.42</u>	<u>.0</u>

ROY CITY CORPORATION
FUND SUMMARY
FOR THE 2 MONTHS ENDING AUGUST 31, 2026

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
41 CAPITAL PROJECTS FUND	39,164.21	78,448.57	2,087,800.00	2,009,351.43	3.8
50 UTILITY ENTERPRISE FUND	1,177,759.46	2,395,772.95	13,426,500.00	11,030,727.05	17.8
51 STORM WATER UTILITY FUND	109,389.68	218,773.69	1,434,490.00	1,215,716.31	15.3
53 SOLID WASTE UTILITY FUND	269,329.23	539,088.17	3,624,974.00	3,085,885.83	14.9
60 INFORMATION TECHNOLOGY	66,639.17	133,278.34	1,253,311.00	1,120,032.66	10.6
63 RISK MANAGEMENT FUND	32,792.67	65,585.34	403,602.00	338,016.66	16.3
64 CLASS "C" ROADS	10,980.83	(318,344.29)	2,050,000.00	2,368,344.29	(15.5)
65 TRANSPORTATION INFRASTRUCTUR	86,159.50	28,279.26	2,273,000.00	2,244,720.74	1.2
67 STORM SEWER DEVELOPMENT	7,882.18	43,928.20	600,000.00	556,071.80	7.3
68 PARK DEVELOPMENT	10,658.65	59,991.97	190,000.00	130,008.03	31.6
71 REDEVELOPMENT AGENCY	10,369.88	20,379.93	1,604,405.00	1,584,025.07	1.3
75 CEMETERY FUND	616.30	1,255.74	8,000.00	6,744.26	15.7
94 GENERAL LONG TERM DEBT	0.00	0.00	0.00	0.00	.0
	<u>1,821,741.76</u>	<u>3,266,437.87</u>	<u>28,956,082.00</u>	<u>25,689,644.13</u>	<u>11.3</u>
<u>EXPENDITURES</u>					
41 CAPITAL PROJECTS FUND	15,258.00	106,782.77	2,087,800.00	1,981,017.23	5.1
50 UTILITY ENTERPRISE FUND	927,596.16	1,277,158.89	13,426,500.00	12,149,341.11	9.5
51 STORM WATER UTILITY FUND	69,579.72	143,853.02	1,434,490.00	1,290,636.98	10.0
53 SOLID WASTE UTILITY FUND	262,972.91	315,777.22	3,624,974.00	3,309,196.78	8.7
60 INFORMATION TECHNOLOGY	141,139.47	310,187.76	1,253,311.00	943,123.24	24.8
63 RISK MANAGEMENT FUND	(1,497.82)	258,934.62	403,602.00	144,667.38	64.2
64 CLASS "C" ROADS	63,697.71	95,067.91	2,050,000.00	1,954,932.09	4.6
65 TRANSPORTATION INFRASTRUCTUR	7,194.00	(43,729.51)	2,273,000.00	2,316,729.51	(1.9)
67 STORM SEWER DEVELOPMENT	0.00	(15,729.99)	600,000.00	615,729.99	(2.6)
68 PARK DEVELOPMENT	0.00	0.00	190,000.00	190,000.00	.0
71 REDEVELOPMENT AGENCY	0.00	0.00	1,604,405.00	1,604,405.00	.0
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
	<u>1,485,940.15</u>	<u>2,448,302.69</u>	<u>28,956,082.00</u>	<u>26,507,779.31</u>	<u>8.5</u>
	<u>335,801.61</u>	<u>818,135.18</u>	<u>0.00</u>	<u>(818,135.18)</u>	<u>.0</u>

RESOLUTION NO. 26-26

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
INTERLOCAL AGREEMENT BETWEEN ROY CITY AND WEBER COUNTY,
WHEREIN WEBER COUNTY WILL PROVIDE ELECTION SERVICES FOR ROY
CITY FOR THE UPCOMING PRIMARY AND GENERAL ELECTIONS.**

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

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

WHEREAS, the City desires to contract with Weber County for the provision of election services for the 2027 and 2029 primary and general elections; and

WHEREAS, the City Council finds that Weber County has the ability and desires to provide services to the City to support upcoming primary and general elections for 2027 and 2029 and to provide those and other related services on behalf of the City in a manner that is beneficial to the City; and

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

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

WHEREAS, the City Council finds that entering into and supporting the interlocal agreement is in the best interest of the citizens of Roy City and a necessary condition to conducting primary and general elections for 2027 and 2029;

NOW THEREFORE, the Roy City Council hereby resolves to enter into the attached Interlocal Agreement with Weber County for the purposes of administering the primary and general elections for 2027 and 2029. The Mayor of Roy City is authorized and directed to execute the Interlocal Agreement for and on behalf of Roy City.

Passed this 6th day of October, 2026.

Ann Jackson
Mayor

Attested and Recorded:

Brittany Fowers
City Recorder

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

Councilmember Hulbert _____

Councilmember Jackson _____

Councilmember Saxton _____

Councilmember Sphar _____

Councilmember Wilson _____

City Contract No. _____
County Contract No. _____

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
WEBER COUNTY
on behalf of the
WEBER COUNTY CLERK’S OFFICE, ELECTIONS DIVISION
-AND-
ROY CITY

THIS AGREEMENT is made and entered into the _____ day of _____, 2026, by and between WEBER COUNTY, a political subdivision of the State of Utah (“County”), on behalf of its Clerk’s Office, Elections Division, and Roy City (“City”). The County and the City may be referred to collectively as the “Parties” and may be referred to individually as a “Party.”

WITNESSETH:

WHEREAS, the County desires to provide the services of its Clerk’s office, Elections Division, to the City for the purpose of assisting the City in conducting the City’s 2027 and 2029 primary and general municipal elections as well as any other municipal elections, ballot propositions, or other election related processes held during off-year elections.; and

WHEREAS, the City desires to engage the County for such services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the Parties agree as follows:

1. **Term.** County shall provide election services to the City commencing on the date this Agreement is executed, and terminating on January 1, 2030. The term of this Agreement may

be extended by mutual agreement in writing signed by all Parties. Either Party may cancel this Agreement upon ninety (90) days written notice to the other party. Upon such cancellation, each Party shall retain ownership of any property it owned prior to the date of this Agreement, and the City shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the Weber County Clerk's Office, Elections Division, shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit A. Generally, the County Clerk shall perform all elections administration functions as set forth in Exhibit A and as needed to ensure implementation of the City's 2027 and 2029 primary and general municipal elections as well as any municipal elections, ballot propositions, or other election related processes held during off-year elections.

3. **Legal Requirements.** The County and the City understand and agree that the 2027 and 2029 primary and general municipal elections and any municipal elections, ballot propositions, or other election related processes held during off-year elections are the City's elections. The City shall be responsible for compliance with all legal requirements for these elections and shall direct the manner in which the elections are conducted. The County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City. The City, not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the City's statutory authority.

4. **Cost.** In consideration of the services performed under this Agreement, the City shall pay the County an amount not to exceed the rate estimate given to the City by the County in Exhibit B. The County shall provide a written invoice to the City at the conclusion of the elections, and the City shall pay the County from the invoice within thirty (30) days of receiving

it. The invoice shall contain the number of active registered voters as of one week before Election Day, the rate used, and jurisdictions participating in the election(s). In the case of a vote recount, election system audit, election contest, or similar event arising out of the City's election, the City shall pay the County's cost of responding to such events, based on a written invoice provided by the County. The invoice amount for these additional services may cause the total cost to the City to exceed the estimate given to the City by the County. For such consideration, the County shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.

5. **Governmental Immunity.** Both Parties are governmental entities under the Governmental Immunity Act of Utah, § 630-7-101 to -904, as amended (the "Act"). There are no indemnity obligations between these Parties. Subject to and consistent with the terms of the Act, the Parties shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither Party shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses or limits of liability available under the Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

6. **Insurance.** Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

7. **Election Records.** The County shall maintain and keep control over all records created pursuant to this Agreement and to the elections relevant to this Agreement. The County shall respond to all public record requests related to this Agreement and the underlying elections

and shall retain all election records consistent with the Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et seq. and all other relevant local, state and federal laws.

8. **Service Cancellation.** If the Agreement is canceled by the City as provided herein, the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation of this Agreement, the County shall submit to the City an itemized statement for services rendered under this Agreement up to the time of cancellation and based upon the dollar amounts for materials, equipment and services set forth herein.

9. **Legal Compliance.** The Parties, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections.

10. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (“Interlocal Act”), in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be approved by each Party, pursuant to § 11-13-202.5 of the Interlocal Act;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act ;

(c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Interlocal Act;

(d) Each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the City Recorder of the City and the County Clerk of the County, acting as a joint board. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

11. **Counterparts.** This Agreement may be executed in counterparts by the City and the County.

12. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

13. **Integration.** This Agreement, with attached exhibits, embodies the entire agreement between the Parties and shall not be altered except in writing signed by both Parties.

14. **Data Privacy Act.** As governmental entities, both Parties are subject to Utah Code title 63A, chapter 19, the Utah Data Privacy Act. Under the Act, “personal data” is defined as “information that is linked or can be reasonably linked to an identified individual or an identifiable individual.” See Utah Code Ann. §63A-19-101. Both Parties acknowledge that they are familiar with, and will comply with, the requirements of Utah Code title 63A, chapter 19, with regard to the personal data processed or accessed by the Parties as a part of the required duties under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

ROY CITY

By: _____
MAYOR

ATTEST:

City Recorder

Approved as to form and compliance
with applicable law:

City Attorney

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By: _____
Gage Froerer, Chair
Commissioner Arrington Bolos voted _____
Commissioner Harvey voted _____
Commissioner Froerer voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Approved as to form and compliance
with applicable law:

County Attorney

Date: _____

Exhibit A

Scope of Work for Election Services

The County shall provide to the City an Official Register as required by Utah Code Ann. § 20A-5-401, (as amended).

The City shall perform all administrative functions related to candidate filing requirements and all other requirements of Utah Code Ann. § 20A-9-203 (as amended), including all administrative functions related to financial disclosure reporting.

The City shall be responsible for all public notice(s) required by law. The County may additionally publish election notices at its own discretion, but this does not relieve the City of its obligations to publish all public notices required by law.

The City shall be responsible for collecting and delivering ballots that are placed in drop boxes within their City to the County in a timely manner, in accordance with drop box procedures created by the County, and according to a schedule agreed upon by the City and the County up through and including the end of Election Night. If the City damages or loses any drop box items or collection supplies, then the City shall pay the County the cost to replace such items. The County shall be responsible for collecting and delivering ballots that are placed in drop boxes within the County in a timely manner. The City shall be given the collection schedule ahead of time, however any and all changes to the schedule or method of collection are at the discretion of the County. The City shall be responsible for returning and delivering ballots on Election Night in accordance with drop box procedures created by the County and according to a schedule created by the County. The City shall be responsible for locking their drop boxes at exactly 8pm on Election Night. If the City damages or loses any drop box items or collection supplies, then the City shall pay the County the cost to replace such items.

The City agrees to consolidate all elections administration functions and decisions in the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections. In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- ballot layout and design;
- ballot mailings;
- ballot printing;
- compensate vote center poll worker (Exhibit C);
- conduct audits (as required);
- conduct recounts (as needed);
- delivery of supplies and equipment;
- election day administrative support;
- operation of county wide vote centers (Exhibit C);
- poll worker recruitment and training;
- printing optical scan ballots;

- program electronic voter register;
- program and test voting equipment;
- provisional ballot verification;
- tabulate and report election results on County website; and
- update voter history database.

In the case of a referendum or ballot proposition, the County Clerk's responsibilities are limited to its statutory requirements such as placing the measure on the ballot as required by law. The County Clerk is not responsible for the municipality or special districts statutory responsibilities such as preparing a voter information pamphlet or providing a legal analysis, fiscal analysis, or other explanatory materials regarding the measure. The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner.

Exhibit B

Cost Estimate for Election Services

Below is the good faith estimate for the upcoming *election cycles* for Roy City. The City will be billed for the actual costs after each election, according to the County's cost per active registered voter. The per voter rate will not exceed \$3.25 per active registered voter per election. The number of active registered voters and cost per each will be determined by the registration deadline, one week prior to each election. See the table below for an estimated cost breakdown at the rate of \$3.25 per voter.

Election costs are based upon the offices scheduled for election, the number of voters, and the number of jurisdictions participating. The City will be invoiced for its share of the actual costs of the elections, which will not exceed the estimated rate of \$3.25 per voter.

If one or more jurisdictions, other than the City, hold a special election within the same precinct as the municipal election, then the City shall pay the County the actual cost of the election for that precinct, divided by the number of participating jurisdictions within that precinct. See the table below for an estimated cost of an election with multiple participating jurisdictions at the rate of \$3.25.

A nominal administrative fee will be charged to each jurisdiction sharing a ballot, not to exceed \$0.05 per active registered voter.

Example of the Impact of Cost Sharing Across Multiple Jurisdictions			
Number of Participating Jurisdictions	Active Registered Voters Per Precinct*	Estimated Rate	Total Cost Per Precinct
1	1,000	\$3.25	\$3,250
2	1,000	\$1.67 (half plus \$0.05)	\$1,670
3	1,000	\$1.13 (1/3 plus \$0.05)	\$1,130

*Largest precinct within municipality used as an example

Estimated Cost per Election		
Active Registered Voters Per Municipality	Estimated Rate	Total Cost Per Municipality
37,643	\$3.25	\$122,339.75

*This table represents the total cost per municipality at the highest estimated rate, however cost is calculated per precinct (see table above)

Exhibit C

Core Vote Centers

2027 Locations*
Weber Center
Ogden Valley Library
Weber County Fairgrounds

*Vote Centers are subject to change in accordance with state law and the decision of the County.

Additional polling locations may be established by consent of both the City and the County, the cost of which will be borne by the City, and which would be in addition to the estimates provided in Exhibit B. The County does not guarantee that all vote centers will be used in an election.

RESOLUTION NO. 26-27

A RESOLUTION OF THE ROY CITY COUNCIL UPDATING THE CITY'S VOTER PARTICIPATION AREAS.

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

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

WHEREAS, Utah Code Section 20A-7-401.3 provides for voter participation areas used in connection with local initiatives and referenda; and

WHEREAS, by Resolution No. 21-26, the Roy City Council established four voter participation areas; and

WHEREAS, the City Council has reviewed an updated map and description of four proposed voter participation areas, attached as Exhibit A; and

WHEREAS, based on the boundary and population information presented to the City Council, the Council finds that the areas shown in Exhibit A are contiguous and compact and are substantially equal in population; and

WHEREAS, the City Council desires to update the voter participation areas established by Resolution No. 21-26 with the updated areas shown in Exhibit A;

NOW, THEREFORE, Be it resolved by the Roy City Council as follows:

SECTION 1. Adoption of updated areas. The City Council adopts the four Roy City voter participation areas identified as Areas 1 through 4 in Exhibit A. Exhibit A, including its map and precinct or boundary descriptions, is incorporated into this Resolution. The boundaries shown in Exhibit A govern if a precinct label or other summary description contains an error.

VOTER PARTICIPATION AREAS:

VPA	PRECINCTS INCLUDED
VPA Area 1	29RY01, 29RY02, 29RY03, 29RY04, 29RY05, 29RY06
VPA Area 2	29RY07, 29RY08, 29RY12, 29RY13, 29RY14, 29RY18
VPA Area 3	29RY17, 29RY20, 29RY21, 29RY22, 29RY23
VPA Area 4	29RY09, 29RY10, 29RY11, 29RY15, 29RY16, 29RY19

SECTION 2. Replacement of prior areas. The voter participation areas adopted by Resolution No. 21-26 are superseded by the areas adopted in this Resolution. Resolution No. 21-26 remains part of the City's historical records.

SECTION 3. Election coordination. The City Recorder is directed to provide the adopted Resolution and Exhibit A to the Weber County Clerk/Auditor and to maintain them with the City's official election records. The City Recorder may coordinate the implementation of the adopted boundaries with Weber County election officials but may not make a substantive boundary change without further City Council action.

SECTION 4. Effective date. This Resolution takes effect upon adoption.

Passed this 6th day of October, 2026.

Ann Jackson
Mayor

Attested and Recorded:

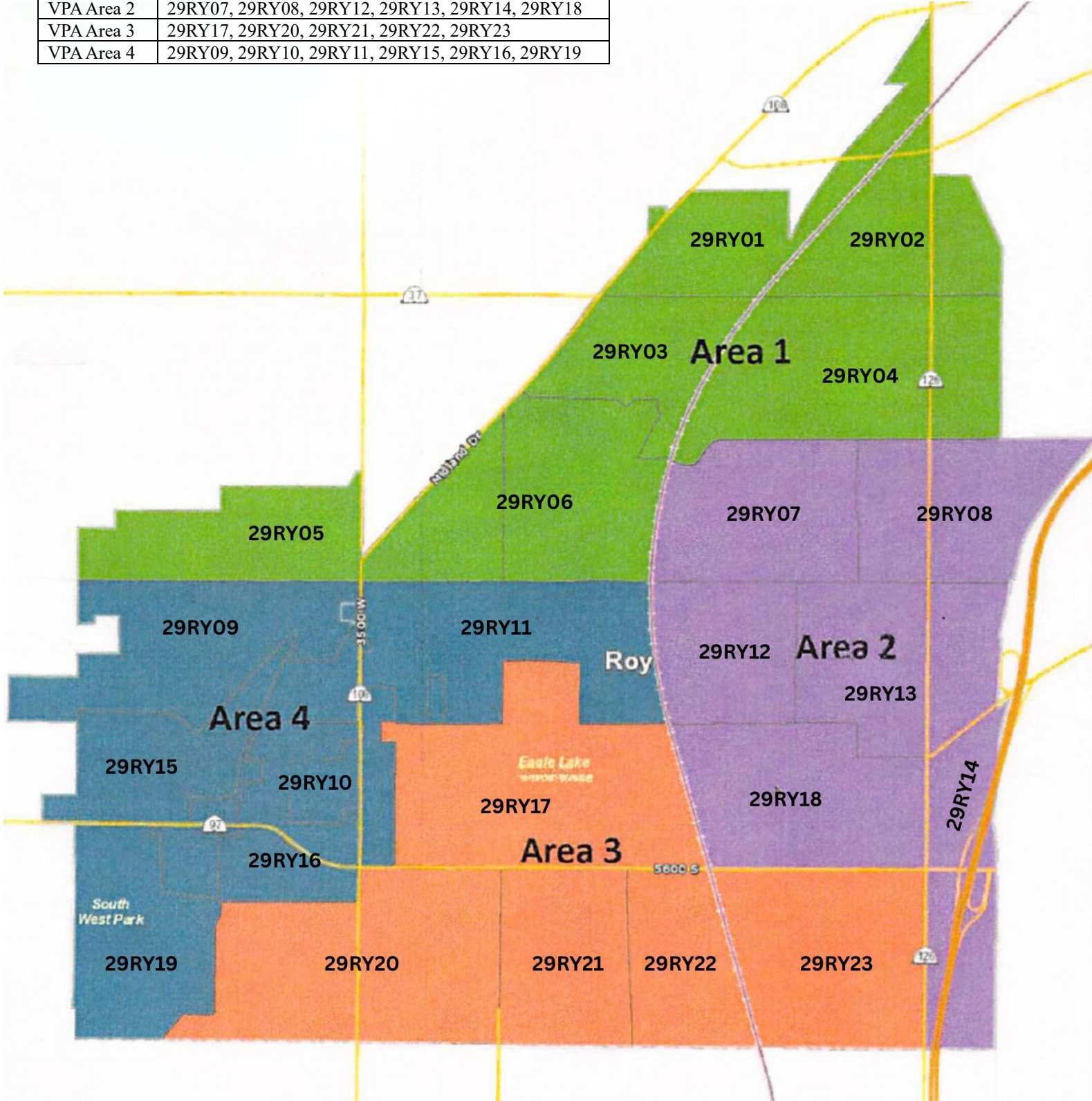
Brittany Fowers
City Recorder

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

Councilmember Hulbert	_____
Councilmember Jackson	_____
Councilmember Saxton	_____
Councilmember Sphar	_____
Councilmember Wilson	_____

EXHIBIT "A"

VPA	Precincts Included
VPA Area 1	29RY01, 29RY02, 29RY03, 29RY04, 29RY05, 29RY06
VPA Area 2	29RY07, 29RY08, 29RY12, 29RY13, 29RY14, 29RY18
VPA Area 3	29RY17, 29RY20, 29RY21, 29RY22, 29RY23
VPA Area 4	29RY09, 29RY10, 29RY11, 29RY15, 29RY16, 29RY19



RESOLUTION NO. 26-28

A RESOLUTION OF THE ROY CITY COUNCIL APPROVING THE AT YOUR DOOR SPECIAL COLLECTION SERVICE AGREEMENT WITH WASTE MANAGEMENT AND AUTHORIZING ITS EXECUTION

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

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

WHEREAS, Roy City desires to provide its residents with convenient and environmentally sound collection and management of home-generated special materials, including eligible household chemicals, electronics, batteries, and sharps, subject to the requirements and exclusions of the proposed agreement; and

WHEREAS, Waste Management of Utah, Inc. (“WM”) has proposed an At Your Door Special Collection Service Agreement to provide collection, transportation, treatment, and disposal services for eligible materials generated by participating residential units within the City; and

WHEREAS, the Agreement establishes the scope of services, resident participation requirements, compensation, term, termination rights, and responsibilities of the parties; and

WHEREAS, the Roy City Council finds that approval of the Agreement serves the public interest and promotes the health, safety, and welfare of City residents;

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

SECTION 1. Approval of Agreement. The At Your Door Special Collection Service Agreement between Roy City and WM, attached as Exhibit A and incorporated herein, is approved.

SECTION 2. Execution. The Mayor is authorized to execute the Agreement on behalf of the City, and the City Recorder is authorized to attest the Mayor’s signature. The City Attorney may approve changes that do not materially alter the services, compensation, term, or obligations approved by the City Council. Any material change requires further City Council approval.

SECTION 3. Administration and Funding. The City Manager and designated City staff are authorized to administer the Agreement, coordinate program implementation and resident notifications, provide the residential-unit address information required by the Agreement, and process payments from lawfully appropriated funds. This Resolution does not amend the City’s budget or establish a resident fee.

SECTION 4. Effective Date. This Resolution takes effect immediately upon adoption. Services shall commence on the commencement date specified in the executed Agreement.

Passed this 6th day of October, 2026.

Ann Jackson
Mayor

Attested and Recorded:

Brittany Fowers
City Recorder

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

Councilmember Hulbert	_____
Councilmember Jackson	_____
Councilmember Saxton	_____
Councilmember Sphar	_____
Councilmember Wilson	_____

AT YOUR DOOR SPECIAL COLLECTION[®]

SERVICE AGREEMENT

This At Your Door Special Collection[®] Service Agreement (the “Agreement”) is entered into on October 6, 2026 (the “Effective Date”), by and between Roy City, a municipal corporation created under the laws of the State of Utah (“Municipality”), and Waste Management of Utah, INC. (“WM”), a corporation organized under the laws of the State of Utah (hereafter “WM”), WM and City may be referred to individually as a “Party” and collectively as the “Parties”.

Recitals

A. The Municipality desires to provide its residents with environmentally sound collection and disposal of the residents’ home generated special materials;

B. WM and its affiliates have extensive experience in providing collection and disposal services for such materials; and,

C. The Municipality has determined that it would be in the best interests of its citizens to contract with WM for the collection of its residents’ home generated special materials according to the terms and conditions contained in this Agreement.

Agreements

1. Definitions

- (a) “**Eligible Materials**” shall mean most ordinary household, automotive and gardening chemicals, electronics and other items identified by WM as being eligible for collection but shall exclude Ineligible Materials. Eligible Materials may vary depending on federal, state and local regulations and shall be subject to specific instruction sheet sent to the Residential Unit. Below is a non-exhaustive list of Eligible Materials, but WM, in its sole discretion, reserves the right to modify the list below and/or definition of Eligible Materials.

Household Items	Paint Products	Batteries and Fluorescent Lamps	Electronics	Automotive Material
• Ammonia • Floor stripper • Drain cleaner • Floor cleaner • Tile/shower cleaner • Carpet/upholstery cleaner • Rust remover • Toilet bowl cleaner • Hobby glue	• (5-gallon maximum size container) • Oil based paint • Latex paint • Stripper and thinner • Caulking • Wood preservative and stains • Sealers • Spray paint • Artist paint	• Household, Nicad, NiMH and Lithium-Ion batteries • Fluorescent lamps (straight tubes, circular, and compact) • Compact fluorescent lamps (CFL) and high intensity lamps	<i>(Includes related cords)</i> • Televisions (1 max per p/u) • Computer monitors • CPU/computer tower • Laptop and tablet computers • Keyboard, Mouse • Fax machine • Desktop printer/scanner • CDROM/DVD/CD/tape player • VCR • Cell phone • MP3 player, iPod • Microwave	• Motor oil • Antifreeze • Waxes/Polishes • Cleaners • Brake fluids • Used oil filters • Transmission fluid • Windshield washer fluid • Hydraulic fluid • Vehicle batteries (4 max per p/u), specifically excluding batteries from electric and/or hybrid vehicles
Swimming Pool Chemicals	Mercury Containing Items	Flammable and Combustible Materials	Garden Chemicals	Sharps*
• Pool acid • Chlorine tablets and liquid • Stabilizers	• Thermostats • Thermometers • Switches	<i>(Must be placed in containers designed and sold for the containment and transportation of such material)</i> • Gasoline and Diesel fuel • Kerosene • Solvents	• Insect sprays/Insecticides • Weed killers • Fertilizer • Herbicides • Pesticides	<i>(Sharp items must be placed into a sealed, rigid, puncture-resistant container)</i> • Syringes • Needles • Lancets

*** EXCEPT WHERE PROHIBITED BY STATE LAW**

- (b) **“Ineligible Materials”** shall mean any and all of the following: (i) material not included in the list of Eligible Materials, including but not limited to, biological waste, ammunition and explosives, asbestos, appliances (washing machines, refrigerators vacuums or tools), construction related debris, containers over 5 gallons, fire extinguishers, food waste, pressurized cylinders, medicines/pharmaceuticals, radioactive materials, tires, primary batteries from hybrid or electric vehicles, trash, liquid mercury, white goods, smoke and carbon monoxide detectors, cooking oil, bulky items and Incandescent light bulbs and LED lights; (ii) commercial materials and/or materials generated from the operation of a business, even if the business is run out a residential home; (iii) any materials, including Eligible Materials, that are improperly packed, leaking, unlabeled, unknown or unidentifiable material, oversized or in unusually large quantities or exceed the pre-arranged quantities; (iv) any material that is prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by federal, state or local law, regulation, ordinance, permit or other legal requirement; (v) materials not prepared in accordance with the specific instruction sheet; (vi) any other material that poses a risk to WM’s equipment or employees; (vii) any materials containing information protected by federal, state or local privacy and security laws or regulations; and, (viii) any other items WM, in its sole discretion, deems excluded from the scope of this program.
- (c) **“Residential Unit”** shall mean a residential dwelling where Eligible Materials may be collected that is subject to services described herein. *(Note to Market Area Legal: Clarify whether Residential Unit includes multi-unit dwellings, such as apartments or condos with 4 or more individual dwellings)*

2. Term and Termination.

- (a) The initial term of this Agreement shall be for five (5) years commencing on December 1, 2026 (the “Commencement Date”), and ending on December 1, 2031, and thereafter shall automatically renew for successive renewal terms of one-year each, unless either Party gives the other Party written notice of its intention to terminate the Agreement at least ninety days prior to the end of the then-current term. All notices shall be served by certified mail, return receipt requested, by a nationally recognized overnight courier service, by hand delivery, or by email.
- (b) The failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, except under no circumstances shall the Parties be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.
- (c) Either Party may terminate this Agreement at any time without cause by providing the other Party at least 60 days’ advance written notice.
- (d) Prior to any expiration or termination of this Agreement, WM shall not be obligated to provide more service collections to the Municipality during the last sixty (60) days or two (2) months than the monthly average of service collections performed during the prior six (6) months of service (e.g. if WM provides an average of forty (40) collections per month for the prior six (6) months, then WM will provide no more than forty (40) collections per month for the final sixty (60) days or two (2) months of service.)

3. **Scope and Scheduling of Services.**

- (a) WM shall provide Residential Unit with collection, management, transportation, disposal, and treatment of Eligible Materials generated by Residential Units with the Municipality during the term of this Agreement. This is a demand-based service, so the frequency of collections will vary. The parties agree that the At Your Door program is designed for the routine and ordinary collection of home generated special materials.
- (b) For Residential Units to utilize this service, they must first contact WM to schedule a home collection. Residents can request a home collection of their Eligible Items two different ways:
 - i. or,
 - i. **Phone.** Residents may call the At Your Door Operations Service Center at the WM provided phone number during WM's hours of operation Monday through Friday; or.
 - ii. **Website.** Residents may go to www.wmatyourdoor.com, which is accessible 24/7.
- (c) The Residential Unit must provide name, address, cross streets, phone number, email address and gate codes (if needed) with an estimate of the types and quantity of Eligible Materials to be collected. WM then provides the Residential Unit with a specific date for their home collection.
- (d) Depending on the Eligible Materials to be collected, WM may send the Residential Unit a collection kit after scheduling collection. The collection kit consists of a containment device, an instruction sheet and may also include a cable tie, labels and/or survey. Residential Units that only have electronics, vehicle batteries and unbroken fluorescent lamps do not need, and will not be sent, a collection kit because such items can be collected without being placed in the containment device; however, the resident must follow the instructions provided. **Each Residential Unit is solely responsible for removing all data and personal information from any Eligible Materials prior to collection.**
- (e) The Residential Unit must adhere to the instructions provided and place their Eligible Materials at the front door or in the front of their garage where materials are visible from the road and readily accessible by 7:00am on the scheduled collection day. WM will not enter the premises, which include homes, garages, basements, or back/side yards or sheds to gather or remove any materials. Additional instructions may apply based on applicable regulations.
- (f) On the scheduled collection date, WM will collect Eligible Materials that are properly prepared and placed out in a timely manner. If the Eligible Materials are not properly or timely set out for collection, or the materials exceed the pre-arranged quantities to be collected or if the materials are, or contain Ineligible Materials, WM may reject the materials.
- (g) WM may also conduct a survey.

4. **Compensation, Invoicing and Payment.** *(Note to Market Area Legal: Payment terms should reflect the correct charges to the customer)*

- (a) The Municipality shall pay WM a per Residential Unit rate of \$0.00 per month (the "AT YOUR DOOR SPECIAL COLLECTION[®] Rate"). WM will submit monthly invoices to the Municipality and the Municipality shall have thirty (30) days from the invoice date to remit payment in full. Payment by Municipality shall be made by check or wire transfer or ACH debit. The maximum interest permitted by law shall be applied to balances due and unpaid beyond the due date.

- (b) Annually, the At Your Door Special Collection service rate shall be adjusted on the anniversary date of the Commencement Date by zero percent (0%). In addition, WM may modify the rates to account for any increase in costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, disposal or processing costs, third party transportation costs, imposition of taxes, fees or surcharges, municipal franchise fee increases and acts of God such as floods, fires, etc.

5. **Allocation of Risk.**

- (a) WM agrees to indemnify, defend, and hold the Municipality harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of WM, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.
- (b) Notwithstanding any provisions to the contrary, WM is not responsible and has no duty to indemnify, defend, and hold the Municipality harmless (i) for any Eligible Materials placed out for collection until the items are physically collected by WM and (ii) any occurrences with Ineligible Materials. Furthermore, title to and liability for Ineligible Materials shall always remain with the Residential Unit.
- (c) WM is not responsible for any spills or property damage caused by any materials set out for collection by Residential Units unless the spill or property damage is solely the result of WM's negligence.
- (d) The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

6. **Municipality Obligations.**

- (a) The Municipality is responsible for notifying its residents of the program.
- (b) At least 30 days prior to the Commencement Date, the Municipality must provide WM, in an Excel spreadsheet, a complete list of addresses of Residential Units within the Municipality along with the full street address, city, state and zip code along with apartment or unit number, if applicable, of each Residential Unit included in this service agreement.
- (c) If additional Residential Units are added within the Municipality's boundaries to the agreement, the Municipality will provide WM with the above information for each such Residential Unit(s) within 60 days of the addition of the Residential Unit(s).

7. **WM Obligations.**

- (a) WM will manage Eligible Materials collected from Residential Units in a safe manner in compliance with applicable federal, state and local laws, ordinances, orders, rules and regulations.
- (b) WM will use disposal facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and /or dispose of Eligible Materials.

- (c) Except as provided herein, WM makes no other warranties and hereby claims any other warranty, whether implied or statutory.

8. **Miscellaneous.**

- (a) Force Majeure. Neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism and acts of God, and the affected party shall be excused from performance during the occurrence of such events. In the event of the occurrence of such an event, WM reserves the right to suspend the At Your Door Special Collection program for a period of up to six months.
- (b) Independent Contractor. WM shall perform the Service as an independent contractor. WM, its officers, employees, agents, contractors, or subcontractors, are not and shall not be considered employees, agents or servants of the Municipality for any purpose whatsoever under this Agreement or otherwise. WM always shall have exclusive control of the performance of the Service. Nothing in this Agreement shall be construed to give the Municipality any right or duty to supervise or control WM, its officers, employees, agents, contractors, or subcontractors, nor to determine the way WM shall perform its obligations under the Agreement.
- (c) Amendments. No amendment to this Agreement shall be made except upon the written consent of both Parties.
- (d) Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter and supersedes any prior and contemporaneous agreements and understandings, express or implied.
- (e) Waiver. A waiver by either Party of any breach of any provision hereof shall not be taken or held to be a waiver of any subsequent breach, whether similar or dissimilar, or as a waiver of any provision itself. No payment or acceptance of compensation for any period after any breach shall be deemed a waiver of any right or acceptance of defective performance.
- (f) Severance. If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the balance of this Agreement shall remain in effect and binding on the Parties.
- (g) Choice of Law. This Agreement shall be governed by the laws of the state where the services are being performed, without regard to choice of law rules.
- (h) Assignment. Neither Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party, except that WM may assign its rights and obligations under this Agreement to any WM affiliate without the Municipality's consent. An assignment shall not relieve the assignee of any obligations under this Agreement.
- (i) Notices. All written notification required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, delivery by a nationally-recognized delivery service, by hand delivery to the Party's address below, or by email to the Party's address below:

If to WM: Waste Management
 Attn: _____

 Email: _____

If to City: Roy City
 Attn: City Manager
 5051 S 1900 W
 Roy, UT 84067
 Email: admin@royutah.gov

The parties have executed this At Your Door Special Collection Service Agreement as of the Effective Date indicated above.

Waste Management of Utah, Inc.

Roy City

Signature:	_____	Signature:	_____
Printed	_____	Printed	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____



SYNOPSIS

Application Information

Applicant: Doug Terry, property owner
Taylor Anderson, Cole West LLC

Request: Ord No 26-14 - Consider a Development Agreement with Cole West LLC. regarding a potential project located at 5154 South 2700 West (Parcel Number 09-035-0006 & 09-035-0021), to allow 24 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 September 8, 2026.

Public Hearing was opened for comments:

Kevin Homer, Roy, stated that there was some merit to this, but didn't have a chance to review it.

Tom Spencer, Roy, stated that he had concerns of historical problem of previous rezone requests being denied. Taking standard and asking for more. Concerns with fires along the railroad tracks, Union Pacific (UP) won't trim the grass and if you try and clean it up, UP threatens trespass. Oldest house on 2700 West, brought a claim that there are people buried there.

Dustin Davis, Roy, stated that he owns the house to the south, concerned with privacy. Will this be in conflict with maintaining the Roy Water Conservancy Districts (RWCD) property.

David Tracy, Roy, stated he lives across the street. On 5600 South townhomes were just approved, 4800 South just tried to rezone, Homes on the West side of 2700 W have big yards. That is all going away, high density takes away the life of those that live in this area.

Bill Underwood, Roy, stated this will affect the value of his property, imagine every house having 2 dogs, he'll have five new neighbors.

No additional comments, public hearing was closed



The Commission voted 7-0; to forward a positive recommendation to the City Council regarding Ord. No 26-14, a request for a development agreement.

ANALYSIS

Background:

There are two (2) parcels, the northern one currently has a dwelling on it, the southern one is vacant. In total the two parcels are 2.89 acres (125,888.4 sq.-ft.).

The property was rezoned from R-1-6 to R-3 in April 2020. Mr. Terry submitted a site plan April 13, 2021, for review and approval. The Commission reviewed the project and tabled it due to several issues within the DRC memo. Mr. Terry didn't resubmit any plans and the project went dead.

Since then, Mr. Terry has looked into bringing the project back but has had health and family issues. Earlier this year Mr. Terry put the land up for sale.

The proposed development agreement comes from discussions with a potential land developer (Cole West LLC). Cole West is looking to build 24 Single-Family dwellings on small lots verses building 34 Townhomes. Single-Family dwellings are allowed within the R-3 zone but requires 6,000 sq.-ft. per lot. On 6,000 sq.-ft. lots there would be allowed 20 dwellings. The reason for the Development Agreement is to be able to build Single-Family dwellings on smaller lots.

The Development Agreement (Exhibit "B") is mostly legalize with very little to do with Planning & Zoning, with the exception of section 5 (page 5 of this report) where it highlights the Concept Plan, Uses, Development Standards and Landscaping that may deviate from the underlying zoning typical requirements.

The site layout hasn't gone through a comprehensive review from each department of the DRC, but here a few comments from our Engineer.

1. Checked with Weber Basin Water Conservancy District (WBWCD). Their drought relief line goes right through the middle of that property. It matches up with the unlabeled lines on the plan. The drought relief line will make at least one of their lots unbuildable. Maybe shift some of the open areas to the corridor over the pipe?
2. Concerned with the lack of a turnaround at the end of the street. I can see that it's dimensioned at 150 feet but that's a lot of units that trucks (garbage, fire, delivery, etc.) are going to need to back past to get turned around. There's going to be a temptation to turnaround in private driveways and heaven help the guy that accidentally drives in there pulling a trailer.
3. No foreseeable issues with sewer, water, and storm drainage.

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

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 Planning Commission can forward a positive recommendation to approve, approve with conditions or a negative recommendation to deny to the City Council or Table it if more discussion is needed.

RECOMMENDATION

Staff recommends that the Planning Commission forward a positive recommendation to the City Council for the proposed Development Agreement.

EXHIBITS

- A. Aerial
- B. Proposed Draft Development Agreement
- C. Proposed Ord No 26-14

EXHIBIT "A" – AERIAL MAP

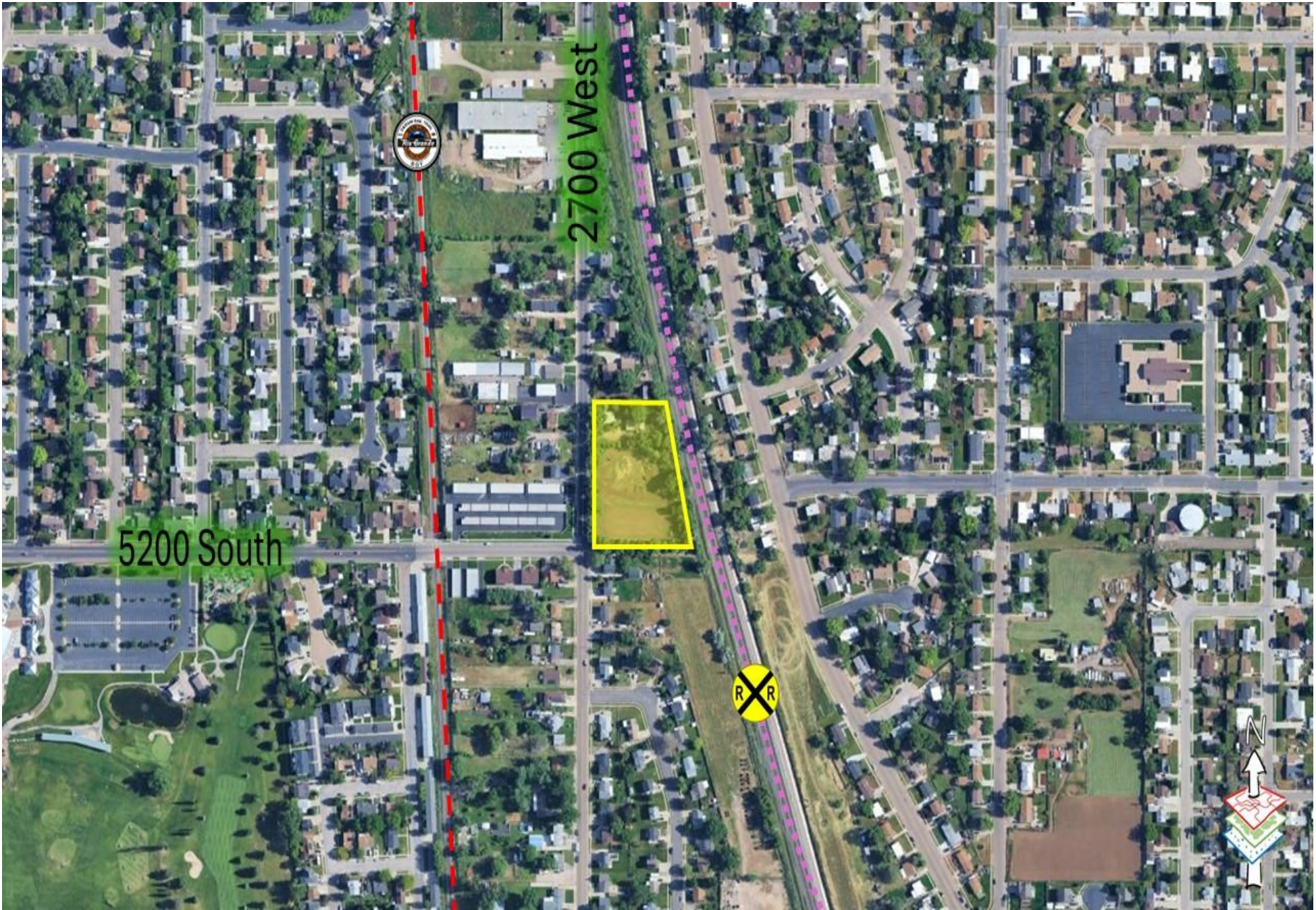


EXHIBIT “B” – PROPOSED DEVELOPMENT AGREEMENT

After recording, please send to:

Roy City Corporation
Attn: City Recorder
5051 South 1900 West
Roy, UT 84067

Affected Parcel No(s): 09-035-0021 and 09-035-0006

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is between City of Roy, a Utah municipal corporation (“City”) and Cole West North LLC (“Applicant”).

RECITALS

WHEREAS, the Applicant has rights to certain real property identified as Weber County Assessor Parcel Number(s): 09-035-0021 and 09-035-0006, which is specifically described in the attached **Exhibit** Choose an item. (“Property”); and

WHEREAS, the Property is subject to the planning and land use ordinances of the City and is approximately located at 5154 S. 2700 W. Roy, Utah 84067; and

WHEREAS, the Applicant desires to develop and use the Property in accordance with the concept plan shown in **Exhibit B** (“Concept Plan”); and

WHEREAS, in furtherance of the Applicant’s desire to develop and use the Property, the Applicant has requested that the City allows the yard requirements and setbacks for the Property to be modified as shown in **Exhibit C**, Choose an item. (“Setback Requirements”); and

WHEREAS, the Property is located within the City’s R-3 zoning district, which requires a minimum of twenty percent (20%) open space and permits a maximum residential density of twelve (12) dwelling units per acre; the Concept Plan provides twenty-four (24) lots at a density of approximately 8.3 dwelling units per acre, substantially below the maximum density permitted in the R-3 zone, together with approximately ten percent (10%) open space; and the City finds that the reduced density reflected in the Concept Plan offsets the reduced open space percentage, and that the open space shown on the Concept Plan is therefore approved in lieu of the twenty percent (20%) minimum otherwise required by the City Code; and

WHEREAS, the Roy City Council (“City Council”), acting pursuant to its authority under Utah Code § 10-9a-102(2) *et seq.*, as amended, and the City’s adopted ordinances (“City Code”), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to exercise its legislative discretion to enter into this Agreement for the purpose of regulating the development the Property pursuant to the terms contained herein and Setback Requirements; and

WHEREAS, this Agreement shall only be valid upon approval of such by the City Council and pursuant to Resolution No. [Click or tap here to enter text.](#), a copy of which is attached as **Exhibit D**; and

WHEREAS, the City and the Applicant acknowledge that the terms of this Agreement shall be enforceable, and the rights of the Applicant relative to the Property shall vest only if the City Council, in its sole legislative discretion, approves this Agreement and the Setback Requirements for the Property.

NOW, THEREFORE, the parties agree as follows:

TERMS

1. **Recitals; Definitions.** The recitals set forth above are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City Code.
2. **Enforceability.** The City and the Applicant acknowledge that the terms of this Agreement shall be enforceable, and the rights of Applicant relative to the Property shall vest, only if the City Council, in its sole legislative discretion, approves this Agreement and the Setback Requirements for the Property.
3. **Effective Date.** This Agreement is effective on the date the last party executes this Agreement as indicated by the date stated under that party's signature line (the "Effective Date").
4. **Conflicting Terms.** The Property shall be used and developed in accordance with the requirements and benefits of this Agreement and the Zone as of the Effective Date. If there is a discrepancy between the requirements of City Code, including the Zone, and the Setback Requirements, and this Agreement, this Agreement shall control.
5. **Applicant Obligations.**
 - A. Concept Plan. The Applicant shall develop and use the Property in accordance with the Concept Plan.
 - B. Uses. The Property shall be developed and used for single-family detached homes and uses accessory thereto, together with such other uses permitted in the Zone.
 - C. Development Standards. The Property may be developed with 24 lots, with a minimum width of 25 feet and a minimum depth of 52.1 feet, provided that such lot count, width, and depth comply with the Zone. The yard requirements and setbacks for the Property shall be as shown in Exhibit C.
 - D. Design Standards. The Property shall comply with the design standards of the City Code in effect as of the Effective Date, and no design standard adopted or amended after the Effective Date shall be applied to the Property except in accordance with Section 8.B.
 - E. Landscaping. The Property shall comply with the landscaping requirements of the City Code in effect as of the Effective Date, and no landscaping requirement adopted or amended after the Effective Date shall be applied to the Property except in accordance with Section 8.B.
 - F. Compliance with City Code Zone. The Property will comply with the Zone, except where requirements are modified by this Agreement.
6. **Minor Changes.** The Planning Department, after conferring with the City Manager, may approve minor modifications to the Applicant Obligations in Section 5 which are necessary or advantageous in facilitating more desirable function and aesthetics of the Property.
7. **City Obligations.** The City shall review development applications with respect to the Property in a timely manner, consistent with the City's routine development review practices and in accordance with all applicable laws and regulations.
8. **Vested Rights and Reserved Legislative Powers.**

A. Vested Rights. Consistent with the terms and conditions of this Agreement, the City agrees Applicant has the vested right to develop and construct the Property during the term of this Agreement in accordance with: (i) the Zone designation; (ii) the City Code in effect as of the Effective Date; except as expressly modified by the Setback Requirements; and (iii) the terms of this Agreement.

B. 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.

9. **Term**. 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, that unless the parties mutually agree to extend the term, this Agreement shall not extend further than a period of ten (10) years from its date of recordation in the official records of the Weber County Recorder's Office.

10. **Limitation of Remedies.**

A. 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. § 10-9a-101 et seq. , as amended from time to time.

B. 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.

C. Acknowledgment. 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.

11. **General Provisions.**

A. Notices. All Notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified U.S. Postal Service 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:

If to City:	Roy City Corporation
	Attn: City Recorder
	5051 South 1900 West
	Roy, UT 84067

If to Applicant: Cole West North LLC
Attn: Chase Freebairn
chase@colewest.com
610 N 800 W
Centerville, UT 84014

If to Applicant: Cole West North LLC
Attn: Quin Stephens
quin@colewest.com
610 N 800 W
Centerville, UT 84014

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

C. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

D. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision this Agreement.

E. Authority. The parties to this Agreement represent that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Applicant represents and warrants that it is fully formed and validly existing under the laws of the State of Utah and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. Applicant and City warrant to each other that the individuals executing this Agreement on behalf of their respective party are authorized and empowered to bind the party on whose behalf each individual is signing. Applicant represents to City that by entering into this Agreement, the Applicant has bound all persons and entities having a legal or equitable interest to the terms of this Agreement as of the Effective Date.

F. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein, and all regulatory approvals given by the City for the Property contain the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements, or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions.

G. Amendment. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the parties or by their successors-in-interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Weber County Recorder's Office.

H. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and Applicant's

ability to complete the development of the Property as set forth in the Concept Plan is not defeated by such severance.

I. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement. The parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Weber County, Utah. The parties hereby expressly waive any right to object to such choice of law or venue.

J. 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.

K. 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.

L. No Third Party Rights. The obligations of Applicant and City set forth in this Agreement shall not create any rights in or obligations to any other persons or parties except to the extent otherwise provided herein.

M. Assignment. The Applicant may not assign or transfer this Agreement without prior written consent of the City.

N. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

To evidence the parties' agreement to this Agreement, each party has executed it on the date stated under that party's name.

[SIGNATURE PAGE FOLLOWS]

Click or tap here to enter text.

Approved as to form:

Signature: _____

By: _____

Legal Department/Office

Its: _____

Date: _____

State of _____)

County of _____) §

On this ____ day of _____, 20____, before me personally came _____
_____ (*name of document signer*), whose identity is personally known to me (or proven on the basis
of satisfactory evidence) and who duly sworn/affirmed to me that he/she is the Mayor of
_____ (*city*) and said he/she has the authority of said city to sign this
instrument and said city executed the same.

Notary Public

(*seal*)

APPLICANT _____

Signature: _____

By: _____

Its: _____

Date: _____

Personal Acknowledgment

State of _____)

County of _____) §

On this ____ day of _____, 20____, before me personally came _____
_____ (*name of document signer*), whose identity is personally known to me (or proven on the basis
of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to this instrument, and
acknowledged he/she/they executed the same.

Notary Public

(*seal*)

Corporate/Trust/Entity Acknowledgement

State of _____)

County of _____) §

On this ____ day of _____, 20____, before me personally came _____
_____ (*name of document signer*), whose identity is personally known to me (or proven on the basis
of satisfactory evidence) and who duly sworn/affirmed to me that he/she is the
_____ (*title of office*) of _____ (*name of*
corporation/ trust/ entity) and said he/she has the authority of said corporation/trust/entity to sign this
instrument and said corporation/trust/entity executed the same.

Notary Public

(*seal*)

EXHIBIT A

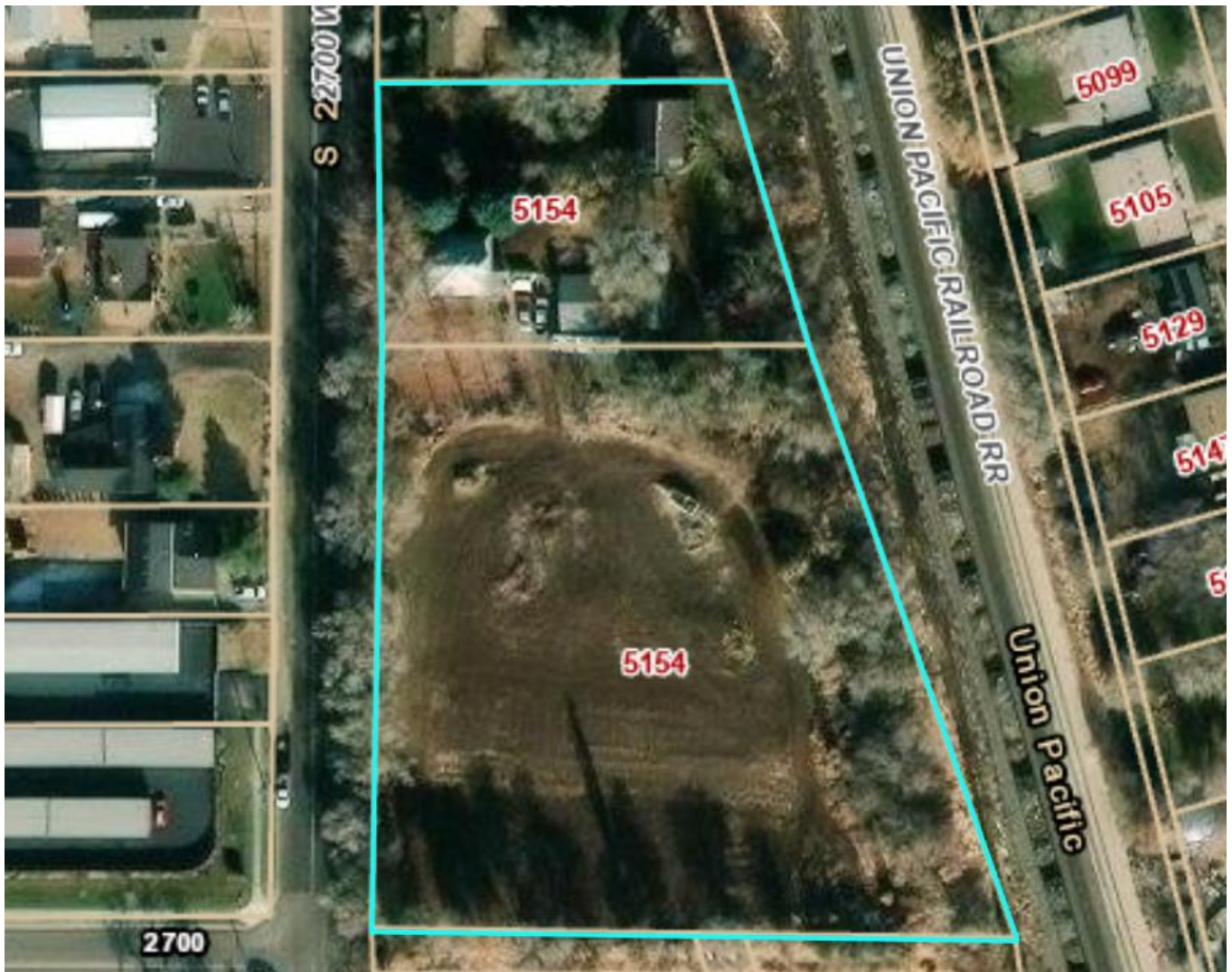


EXHIBIT B



EXHIBIT C

Site Requirements	R-3
Minimum Lot Size	Single-Family 3122 sq.ft.
Minimum Lot Width	25 ft
Front	20 ft
Side	4 ft
Rear	12 ft
Distance between Multiple Dwelling Structures	8 ft
Minimum Street Side Yard for Corner Lots	12 ft
Minimum Rear Yard for Corner Lots	12 ft

ORDINANCE NO. 26-14

AN ORDINANCE OF THE ROY CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT BETWEEN ROY CITY AND COLE WEST NORTH LLC.

WHEREAS, Cole West North LLC. desires to develop approximately 2.89 acres (125,888.4 sq.-ft.) of property located at 5154 South 2700 West into a 24 small lot development; and

WHEREAS, Cole West North LLC 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