



## **ROY CITY COUNCIL MEETING AGENDA (ELECTRONIC)- AMENDED**

**DECEMBER 15, 2020 – 5:30 P.M.**

**No physical meeting location will be available.** This meeting will be streamed live on the Roy City YouTube channel. <https://www.youtube.com/channel/UC6zdmDzxdOSW6veb2XpzCNA>

**A. Welcome & Roll Call**

**B. Moment of Silence**

**C. Pledge of Allegiance**

**D. Consent Items**

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

1. Approval of the November 5, 2020 Roy City Council Work Session Minutes
2. Request for approval of an alcoholic beverage license for 7-Eleven Store #38870A, located at 3976 S. Midland Dr.

**E. Action Items**

1. **Resolution 20-39** Approving an Agreement with CT Davis Excavation for the 2020 Waterline Replacement Project
2. **Resolution 20-40** Approving a contract between Roy City Corporation and Bank of Utah for Financial Services
3. **Ordinance 20-13** to amend the General Plan (Future Land Use Map) from mixed Use to Light Industrial/Warehouse
4. **Ordinance 20-14** To amend the Zoning Map from RE-20( Residential Estates) to LM ( Light Manufacturing)

**F. Public Comments** *If you would like to make a comment during this portion of our meeting on ANY topic you will need to email [admin@royutah.org](mailto:admin@royutah.org) to request access to the ZOOM chat. Otherwise please join us by watching the live streaming at <https://www.youtube.com/channel/UC6zdmDzxdOSW6veb2XpzCNA>*

*This is an opportunity to address the Council regarding concerns or ideas on any topic. To help allow everyone attending this meeting to voice their concerns or ideas, please consider limiting the amount of time you take. We welcome all input and recognize some topics make take a little more time than others. If you feel your message is complicated and requires a lot of time to explain, then feel free to email your thoughts to [admin@royutah.org](mailto:admin@royutah.org). Your information will be forwarded to all council members and a response will be provided.*

**G. Presentation**

1. Y2 Analytics- Survey

**H. Discussion Items**

2. RAMP grant ideas- Travis Flint
3. Gaming Devices- Councilmember Saxton

**I. Motion to go into Closed Meeting to Discuss the purchase, exchange, or lease of real property.**



- a. A Closed Meeting is to be held electronically via ZOOM in the Administration Conference room

**J. City Manager & Council Report**

**K. Adjournment**

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

***Public meetings will be held electronically in accordance with Utah Code Section 52-4-210 et seq., Open and Public Meetings Act. Pursuant to a written determination by the Mayor finding that conducting the meeting with an anchor location presents a substantial risk to the health and safety of those who may be present due to the infectious and potentially dangerous nature of COVID -19 virus appropriate physical distancing in City Council Chambers is not achievable at this time accordingly, the meeting will be held electronically with no anchor location.***

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

**Certificate of Posting**

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted in a public place within the Roy City limits on this 11<sup>th</sup> of December, 2020. A copy was also provided to the Standard Examiner and posted on the Roy City Website and Utah Public Notice Website on the 11<sup>th</sup> of December, 2020.

Morgan Langholf  
City Recorder

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



**ROY CITY**  
**Roy City Council Work Session**  
**November 5, 2020 – 5:30 p.m.**  
Roy City Council Chambers  
5051 South 1900 West

Minutes of the Roy City Council Work Session held via ZOOM on November 5, 2020 at 5:30 p.m.

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

The following members were in attendance:

Mayor Robert Dandoy  
Councilmember Jan Burrell  
Councilmember Joe Paul  
Councilmember Byron Saxton  
Councilmember Diane Wilson  
Councilmember Ann Jackson

City Manager, Matt Andrews  
City Attorney, Andy Blackburn  
City Planner, Steve Parkinson

Also present were: City Recorder, Morgan Langholf; Fire Chief, Craig Golden; Randy Sant,

**A. Welcome & Roll Call**

Mayor Dandoy welcomed those in attendance and noted Councilmembers Burrell, Paul, Saxton, Tafoya were present.

Read the comment about lack of anchor location.

**B. Discussion**

**1. Interlocal Agreements**

Fire Chief Craig Golden stated that the purpose of his presentation was to help the Council understand what the Interlocal Agreements were about, how they were beneficial to the City, and what impact they have on the community. There were two different types of interlocal agreements: mutual aid and automatic. Chief Golden said that they prefer automatic agreements, because the calls come from dispatch to participants according to the terms of the agreement. The intent of the agreement was to provide assistance to other cities when they need it. This included staff, time, and equipment. Chief Golden provided statistics regarding response times, calls that can be reimbursed, EMS calls, and fire calls. He opined that interlocal agreements were important to the community.

Mayor Dandoy asked for clarification on the calls that were reimbursable, and Chief Golden said that EMS calls could be reimbursed. That was about 50% of the calls they respond to. Fire responses were not eligible for reimbursement unless it was for wildfires, but Roy doesn't have the equipment for such a call.

Mayor Dandoy addressed the Council, stating that the question they have to consider was whether the services Roy was providing to other agencies was being reimbursed or given back in kind. The information provided by Chief Golden suggested that Roy provided a lot more than they received back from other agencies. There was a cost to providing those services, although minimal, but he was concerned that the residents of Roy were paying that cost. The Council wouldn't be approving an interlocal agreement today, but they now had more information on which to base their decision. If they felt that the cost was too high, he suggested negotiating with the other agencies for more appropriate reimbursement. The interlocal agreement would come before the City Council for consideration on November 17<sup>th</sup>.

2. Proposed Mixed Use in Downtown District

Mayor Dandoy introduced the item and stated that the Council would not be taking action on the proposed ordinance tonight. He asked for an summarization of the feedback received from the citizens thus far. City Recorder Morgan Langholf explained that staff posted on the City website as well as several social media platforms. The Roy City Corporations page made three different posts regarding tonight's meeting and guiding people to the proposed document. They received no comments on those posts. The posts on Facebook received a better response, with over 70 people engaging in conversation. There were many comments regarding 5600 West, but that was a different issue than the proposed form-based code. Staff also received 12 emails from Roy citizens. In general, people stated that they were in favor of mixed-use in the Downtown District. Common concerns included property taxes, property rights, businesses not utilizing mixed-use, too many apartments in Roy, and affordability. There were several comments about the need to revitalize the Downtown District, bringing more businesses into Roy, and creating higher sales tax revenue.

Councilmember Jackson suggested that they look at the document one section at a time to avoid being overwhelmed by the entire code at once. The Council could take public comment for each section as well. Mayor Dandoy said that the form-based code could be broken up into five parts, but he was concerned that this would extend their process too far. The advisory committee and the Planning Commission had been working on the form-based code for two years. Councilmember Jackson thought it would be easier to understand the code if they discussed each section. Until now, their discussions had been too broad to digest the whole document. Councilmember Wilson added that the City Council had only discussed this proposal in one other work session. Councilmember Paul argued that the Council Members had access to this document for months, and they've had plenty of time to review it. He felt that a prolonged discussion was "beating a dead horse". Councilmember Wilson agreed that the Council had time to review the document, but they hadn't had time to discuss it together. There was an argument about the survey that was put to residents by Councilmember Wilson earlier this year.

Mayor Dandoy asked if the Council wanted to address each topic of the document and make sure the Council agreed on each item. Councilmember Jackson answered affirmatively, expressing that it would be easier to digest in small pieces.

Councilmember Wilson was confident that the Council, with input from the residents, could make a code that was beneficial to residents, property owners, and business owners. Mayor Dandoy said that staff had taken all of the feedback from the residents and revised the document. The committee had listened to the needs of the City and the residents and worked hard to make the document reflect those needs. He questioned whether the Council trusted the work that had already been done. In his opinion, it sounded like the Council wanted to start over.

Councilmember Burrell asked if the questions on the survey could be categorized for the ease of the residents. Mayor Dandoy said that the deadline for survey questions had passed. The Council Members were able to submit and review the questions they wanted on the survey. City Manager Matt Andrews said that the RFP had been put out, but it was open ended. The purpose of the RFP was to get cost estimates from consulting companies. Once a company was engaged, they would finalize the survey questions.

Councilmember Saxton commented that they probably wouldn't have survey responses to review until January. Under normal circumstances, the City would hold a large open meeting to get this information to the public, but they can't do that now. He suggested that make sure to reach as many people as possible.

Mayor Dandoy reviewed the process the committee and staff went through to get to this point. Staff had done exactly what the Council asked them to do in gathering public input and revising the document. The upcoming survey would be the next step in gaining a better understanding of the public's opinion, and this

would be the third round of public input.

Randy Sant said that he received 22 questions for the survey, and those questions were not specific to different sections of the document. The questions were mostly about economic development, such as “would you support a mixed-use development within the downtown community”. If the Council wanted more specific questions, they would need to provide those to staff so that they could discuss those questions with the consultant. He was sure that the survey would not have all 22 questions on it, so he encouraged the Council to prioritize their top ten questions.

Councilmember Jackson asked if they could define “mixed-use” on the survey, because some residents don’t understand what that is. Randy Sant said that was a possibility.

Mayor Dandoy was seriously concerned that the Council wanted to start the process over again. He asked what the Council needed, beyond the survey, that would help them move toward a decision about the form-based code.

The Council asked if the survey would contain questions about demographics, and staff said that it probably would. They would know more after speaking with the professional company.

Councilmember Saxton said that he had some questions about what was actually discussed during the committee meetings, and City Planner Steve Parkinson said that he was always available to meeting with the City Council Members and explain the document or the process to them.

Mayor Dandoy clarified that the form-based code would allow for mixed-use, but it did not require it. He felt the revised document before them was much better than what the City has in place today.

Councilmember Jackson wanted to hear what the other Council Members thought about the different sections of the document, and that had to be done in a public meeting because they had no other forum to do that in. Mayor Dandoy said that’s what this meeting was supposed to be. He expected them to address specific items in the document, but instead they were discussing the survey questions again. The Council agreed that they needed another work session to discuss the results of the survey.

Mayor Dandoy invited public comment.

Sean Henderson, Chairman of the Roy Business Advisory Board, expressed a few concerns that they had about the document. Generally, the Board was excited about the changes, and felt it was a positive step forward. There was a question about the different height limitations between areas. Having an equal height restriction might be helpful in bringing in more developers. The Board also had concerns about developers just putting in apartments, and he asked if some clarifying language could be added to the document to require some commercial component.

Mr. Parkinson showed a map identifying different areas in the Downtown District. To address concerns about height, Mr. Parkinson explained that this item was thoroughly discussed by the committee. In Core A, they felt that height could be taller because it’s on the east side of 1900 West and there were no residences in the area. Core B and General areas about residences, so they felt that a lower height was appropriate. Core B height restrictions are the same height restrictions that currently exist in the Regional Commercial Zone. Regarding apartments, Mr. Parkinson explained that the only proposed building type that allows for residential units on the main floor was “row homes”, and those were only allowed in the General district. All other building types require commercial office or a service on the main floor at least.

Mr. Henderson said that much of Core B was not near residential. He suggested that they look at only

lowering the height restriction where the property abuts residential.

Joe Fowler stated that his family owned the Burger Bar property. Their concern was how this new code would impact their property if they should decide to make improvements. It would be financially impossible to bring the site up to this code. He asked if there could be an exemption for existing properties. He also asked if a study had been done to show that this type of code actually does increase business. If a study had been done, he would like to see it. Mr. Parkinson invited Mr. Fowler to meet with him to discuss the impacts the code would have on existing businesses.

Dennis Brown, a resident, reviewed the document and considered what kind of businesses would come into Roy City with the new construction at Hill Airforce Base. He felt that Core A would be better suited for hotels or restaurants than mixed-use developments. He felt that the Core B proposal was fine. He was concerned about the requirement for aerospace themed designs.

Councilmember Wilson read two comments that she had received from residents. The first was from Jim Set, who expressed concerns about the code addressing design over function. The second was from Cory Watson, the owner of the McDonalds, who felt that the proposed code would be detrimental to existing business owners.

Mayor Dandoy restated that the Council would consider the interlocal agreement for fire protection on November 17<sup>th</sup>. Regarding the zoning ordinance, Randy Sant would be sending the proposed questions to the Council for further review. He encouraged them to add any questions they felt were necessary and to prioritize the top ten most important questions. Mr. Andrew would keep the Council updated on the RFP process. Another work session would be scheduled to discuss the results of the survey.

**C. Adjournment**

**Councilmember Paul Motioned to Adjourn the City Council Work Session meeting at 8:02 p.m. Councilmember Saxton seconded the motion. All Councilmembers voted “aye”. The motion carried.**

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Robert Dandoy  
Mayor

Attest:

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Morgan Langholf  
City Recorder

dc:

**RESOLUTION 20-39**

**A RESOLUTION OF THE ROY CITY COUNCIL APPROVING AN AGREEMENT  
BETWEEN ROY CITY CORPORATION AND CT DAVIS EXCAVATION FOR THE  
2020 WATERLINE REPLACEMENT PROJECT**

**WHEREAS**, the Roy City Council desires to have the Roy City waterline on 5800 South between 2500 West and 2700 West replaced; and

**WHEREAS**, a Request for Proposals for the 2020 waterline replacement project was advertised; and

**WHEREAS**, CT Davis Excavation was the lowest responsive, responsible bidder; and

**WHEREAS**, the Roy City Council desires to enter into an Agreement which is attached hereto, with CT Davis Excavation, and

**WHEREAS**, the Agreement sets forth the respective rights and responsibilities of the Parties regarding the 2020 waterline replacement project.

**NOW THEREFORE, BE IT RESOLVED** on this \_\_\_\_ day of December, 2020 by the Roy City Council that the contract for the 2020 waterline replacement project be approved and awarded to the CT Davis Excavation and that the Mayor is authorized to execute the Agreement.

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Robert Dandoy  
Mayor

Attest:

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Morgan Langholf  
City Recorder

Councilmember Wilson      \_\_\_\_\_  
Councilmember Paul        \_\_\_\_\_  
Councilmember Burrell     \_\_\_\_\_  
Councilmember Jackson    \_\_\_\_\_  
Councilmember Saxton      \_\_\_\_\_

# CONTRACT AGREEMENT

**THIS AGREEMENT** is by and between **ROY CITY CORPORATION** (hereinafter called OWNER) and **CT Davis Excavation** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## ARTICLE 1- WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish and Install approximately 5,067 l.f. of 8" dia. PVC culinary water pipe within existing City streets. The work includes installation of pipe, valves, fittings, fire hydrants, and water services, testing, and disinfection; asphalt patching; and completion of associated work as indicated in the Contract Documents.

## ARTICLE 2-THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

### 2020 WATERLINE REPLACEMENT PROJECT

## ARTICLE 3- ENGINEER

3.01 The Project has been designed by Wasatch Civil Consulting Engineering, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## ARTICLE 4- CONTRACT TIMES

4.01 *Time of the Essence:* All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Completion and Final Payment:* The Work will be completed by May 1, 2021.

4.03 *Liquidated Damages:* CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof,

OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified in paragraph 4.02 for Completion until the Work is accepted.

## ARTICLE 5- CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraph below:



For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as measured in the field.

**UNIT PRICE WORK**

<b>Bid Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Amount</b>
1	Mobilization and Traffic Control:	1	L.S.	\$35,818.00	\$35,818.00
2	8" Dia. PVC C-900 DR-14 Pipe:	5,200	L.F.	\$27.49	\$142,948.00
3	4" D.I. Sleeve:	3	Each	\$354.00	\$1,062.00
4	6" D.I. Sleeve:	1	Each	\$542.00	\$542.00
5	8" D.I. Sleeve:	4	Each	\$497.00	\$1,988.00
6	8" D.I. 11.25 Degree Bend:	5	Each	\$832.00	\$4,160.00
7	8" D.I. 22.5 Degree Bend:	5	Each	\$845.00	\$4,225.00
8	8" D.I. 45 Degree Bend:	8	Each	\$850.00	\$6,800.00
9	8" x 4" D.I. Reducer:	3	Each	\$385.00	\$1,155.00
10	6" Thru X 8" Branch D.I. Tee with Restrained Joints:	1	Each	\$1,429.00	\$1,429.00
11	8" Thru X 8" Branch D.I. Tee with Restrained Joints:	3	Each	\$979.00	\$2,937.00
12	8" Thru X 8" Branch D.I. Tee:	6	Each	\$979.00	\$5,874.00
13	8" Thru X 8" Thru D.I. Cross:	1	Each	\$1,109.00	\$1,109.00
14	8" D.I. Gate Valve with Valve Box & Lid:	19	Each	\$1,934.00	\$36,746.00
15	Fire Hydrant Assembly:	10	Each	\$6,829.00	\$68,290.00
16	Long Side Water Services-Water Main to Existing Meter Box:	45	Each	\$1,598.00	\$71,910.00
17	Short Side Water Services – Water Main to Existing Meter Box:	54	Each	\$1,215.00	\$65,610.00
18	Remove Existing Fire Hydrant:	9	Each	\$550.00	\$4,950.00
19	Remove Existing Valve and Valve Box:	12	Each	\$550.00	\$6,600.00
20	Construct Concrete Plugs at Ends of Abandoned Water Mains:	35	Each	\$380.00	\$13,300.00
21	Asphalt Pavement Patching (3" HMA / 10" UTBC):	5,169	S.Y.	\$21.60	\$111,650.40
22	Granular Backfill Borrow:	3,000	Tons	\$20.36	\$61,080.00
23	Sediment Barriers at Storm Drain Catch Basins:	4	Each	\$500.00	\$2,000.00

**TOTAL OF ALL UNIT PRICES SIX HUNDRED FIFTY-TWO THOUSAND ONE HUNDRED EIGHTY-THREE DOLLARS AND 40/100 (\$652,183.40).**

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

## **ARTICLE 6- PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments:* CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage:* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the \_\_\_\_\_ day of each month during performance of the Work as provided in paragraphs 6.02.A. 1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

A. 95% of Work completed (with the balance being retained). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

B. 25% of cost of materials and equipment not incorporated in the Work (with the balance being retained).

2. Upon Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

6.03 *Final Payment:* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

## **ARTICLE 7- INTEREST**

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of \_\_\_\_\_ **1%** per annum.

## **ARTICLE 8- CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface

structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. The Work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project will be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

L. The parties to this Contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set for in 24 CFR, and all applicable rules and orders of the Department issued prior to the execution of the Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

M. The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, if any, a notice advising the said labor organizations or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

N. The CONTRACTOR will include this Section 3 clause in every subcontract for Work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR. The CONTRACTOR will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR — and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

O. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, and all applicable rules and orders of the Department issued there under prior to the execution of the Contract, shall be the execution of the Contract, shall be a condition of the Federal finance assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its CONTRACTORS and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or Contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR.

## **ARTICLE 9- CONTRACT DOCUMENTS**

### **9.01 Contents:**

- A. The Contract Documents consist of the following:
  - 1. This Agreement;
  - 2. Performance Bond;
  - 3. Payment Bond;
  - 4. Bid Bonds;
  - 5. General Conditions;
  - 6. Supplementary Conditions;
  - 7. Specifications as listed in the table of contents of the Project Manual;
  - 8. Drawings as listed in the table of contents of the Project Manual;
  - 9. Addenda No 1;
  - 10. Exhibits this Agreements;
    - 1. Notice to Proceed;
    - 2. CONTRACTOR's Bid;
    - 3. Documentation submitted by CONTRACTOR prior to Notice of Award;
  - 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - Written Amendments;
    - Work Change Directives;
    - Change Order(s).
- B. The documents listed in paragraph 9.01 A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

## **ARTICLE 10- MISCELLANEOUS**

10.01 *Terms*: Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 *Assignment of Contract*: Assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*: OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2021, (which is the Effective Date of the Agreement).

**OWNER:**

**CONTRACTOR:**

ROY CITY CORPORATION

CT DAVIS EXCAVATION

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

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

[CORPORATE SEAL]

[CORPORATE SEAL]

**RESOLUTION 20-40**

**A RESOLUTION OF THE ROY CITY COUNCIL APPROVING A CONTRACT  
BETWEEN ROY CITY CORPORATION AND BANK OF UTAH FOR FINANCIAL  
SERVICES**

**WHEREAS**, The Roy City Council desires for the provision of financial services for Roy City;

**WHEREAS**, a Request for Proposals seeking financial institutions the provision of financial services was advertised; and

**WHEREAS**, Bank of Utah is able to provide financial services for the most reasonable rates; and

**WHEREAS**, the Roy City Council desires to award and enter into an agreement with Bank of Utah for the provisions of the requested services; and

**WHEREAS**, the proposed contract sets forth the respective rights and responsibilities of the parties and is attached hereto as Exhibit "A"; and

**WHEREAS**, the Roy City Council has determined that it is in the best interests of Roy City to enter into an agreement with Bank of Utah; and

**WHEREAS**, the authorized signers include Mayor Robert Dandoy, City Manager Matthew Andrews, Management Services Director Camille Cook, and City Treasurer Nicole L Higgs; and

**WHEREAS**, two signatures are required to sign checks, drafts, withdrawal orders, make transfers, and otherwise transact all business on accounts for and on behalf of the city.

**NOW THEREFORE, BE IT RESOLVED** by the Roy City Council that Bank of Utah is awarded and the Mayor is authorized to execute the attached agreement between Roy City and Bank of Utah.

Passed and Adopted on this the \_\_\_\_\_ day of December, 2020

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

Attest:

\_\_\_\_\_  
Morgan Langholf  
City Recorder

Voting:

Councilmember Jan Burrell \_\_\_\_\_  
Councilmember Bryon Saxton \_\_\_\_\_  
Councilmember Joe Paul \_\_\_\_\_  
Councilmember Diane Wilson \_\_\_\_\_  
Councilmember Ann Jackson \_\_\_\_\_

## Financial Services Agreement

This Agreement, entered into and effective this 25<sup>th</sup> day of NOVEMBER, 2020 by and between Roy City Corporation, a municipal corporation of the State of Utah, hereinafter "City", and BANK OF UTAH hereinafter "Financial Institution."

### Witnessed:

**Whereas**, City has established a need for certain professional services; and

**Whereas**, Financial Institution has proposed to provide such professional services

**Now, Therefore**, in consideration of the mutual covenants and agreements stated herein and of the payments for services hereinafter described, the parties hereto do mutually agree as follows:

1. **Performance of Services.** City hereby agrees to engage Financial Institution, and Financial Institution hereby agrees to provide financial services as specified in Exhibit A attached hereto and incorporated herein.

2. **Time of Performance.** This Agreement shall commence on the effective date of this agreement and shall continue until terminated as hereinafter provided.

3. **Compensation.** The City shall compensate Financial Institution for services provided under this agreement in accordance with Exhibit B which is attached hereto and incorporated by reference herein.

4. **Termination of Agreement for Cause.** If, through any cause, Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if Financial Institution shall violate any of the covenants, agreements or stipulations of this Agreement, City shall have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof. In the event of termination for cause, Financial Institution shall be entitled to receive only the pro rata share of the total compensation which is equal to any satisfactory work completed as of the date of termination.

5. **Termination for Convenience.** The City or Financial Institution may terminate the Agreement at any time by providing 60 day advance written notice to the other party. If the Agreement is terminated by City as provided herein, City shall pay Financial Institution a percentage of the established fee for work performed up to the time of such termination. Said percentage shall be based on the ratio of work completed to the total work required.

6. **Non-assignability.** Financial Institution shall not assign any interest in this

Agreement and shall not transfer any interest in the same (whether by assignment of novation) without the prior written consent of the City thereto.

7. **Interest of Contractor.** Financial Institution covenants that Financial Institution presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employ. The parties agree that Financial Institution is free to accept any other employment which does not conflict with their representation of the City. If such employment, in the City's opinion, does conflict with Contractors duties hereunder, and such conflict cannot be resolved to the City's satisfaction, the city will have the right to terminate this agreement. Financial Institution agrees that it has a duty to inform the City of any potential conflicts of interest as soon as possible so that such conflicts can be confronted and resolved.

8. **Confidentiality.** Unless otherwise required by law or agreed to by the parties, all dealings of the parties hereto are confidential, and no report, data, information or communication developed, prepared or assembled by Financial Institution hereunder shall be revealed or made available to any person or entity other than the City, without the City's permission except as provided by law. Should any request be made of Financial Institution for confidential information by a third party, Financial Institution shall notify the City in writing immediately, and shall cooperate with the City in responding to such request. Financial Institution shall return all confidential information in its possession to the City upon termination of this Agreement or upon request at any time. Financial Institution shall certify in writing that all confidential information has been returned to the City upon request.

9. **Indemnification** Financial Institution agrees to indemnify, save harmless and defend City and its elected officials, officers, employees, authorized agents and volunteers from and against any and all claims, damages, demands, actions, costs and charges arising out of or by reason of Contractor's performance or failure to perform this agreement.

10. **Attorney's Fees.** In the event either party institutes litigation to enforce its rights under this Agreement, the prevailing party in such litigation shall be entitled to an award of its reasonable attorney's fees and costs.

11. **Notice.** Any notice, or notices, required or permitted to be given pursuant to this Agreement, may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

Attention:

Roy City  
Management Services Director  
5051 South 1900 West  
Roy UT 84067  
Telephone (801)774-1032



Financial Institution:

BANK OF UTAH  
ATTN: TREASURY MANAGEMENT  
2605 WASHINGTON BLVD.  
DENVER, UT 84401

12. **Independent Contractor.** Contractor is independent of the City and shall perform all services according to its own methods without being subject to the control of the City except as to the results obtained. The City shall not carry Worker's Compensation insurance or any health or accident insurance to cover Contractor. The City shall not pay nor be responsible for any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Contractor, as an independent contractor, shall provide and be responsible for any and all of Contractor, and its employees or agents, Worker's Compensation contributions, federal and state withholding, unemployment compensation contributions and social security tax withholdings, etc.

13. **When Rights and Remedies Not Waived.** In no event shall any payment by City hereunder constitute or be construed to be a waiver by City of any breach of conditions or any default which may then exist, or while any such breach or default shall exist, in no way impair or prejudice any right or remedy available to City with respect to such breach or default.

14. **Integrated Document.** This Agreement embodies the entire agreement between City and Contractor for the scope of services and the term and conditions. No verbal agreements or conversations with any officer, agent or employee of City prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon City.

15. **Compliance with Laws.** Contractor shall comply with all laws, ordinances, regulations, rules, etc., of the federal, state and local government in connection with the performance of this Agreement.

16. **Severability of Provisions.** If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

17. **Modifications.** No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement.

18. **Governing Law.** This Agreement, its terms and conditions, shall be governed by Utah law. Jurisdiction and venue for any litigation concerning this Agreement shall be in state or federal courts located in the State of Utah.

**In Witness Whereof,** the parties hereto execute the foregoing instrument as of the day

and year first above written.

Roy City Corporation:

---


Robert Dandoy, Mayor

Attest:

---

Morgan Langholf, City Recorder

Financial Institution:

---

T. CRAIG KOPER  
Authorized Representative

## EXHIBIT A

### FINANCIAL SERVICES PROVIDED

Financial Services provided by Bank of Utah on behalf of Roy City may include the following:

1. Depository services
2. Checking accounts
3. Savings accounts
4. Payroll ACH direct deposit
5. ACH Debit
6. ACH Credit
7. Wire Transfers
8. Positive Pay
9. Online treasury and account management services
10. Other banking services as required during the normal course of business

## EXHIBIT B

### FINANCIAL SERVICES COMPENSATION SCHEDULE

Financial Services provided by Bank of Utah on behalf of Roy City will be compensated at the following rates:

No Monthly Maintenance or Activity Fees With proof of non-profit status or municipalities  
Minimum Opening Deposit \$100  
Interest Rate Tiered  
Zero-Balance Sweep Fee \$25 a month

SWEEP REPURCHASE ACCOUNT  
Monthly Fee \$50.00  
Per Transfer fee \$0.50

Treasury Management and Other Fees  
Online Banking Gold fee \$20.00 a month on Main account only  
Money Order \$2.00 each  
Stop Payment Order \$25.00 each  
Outgoing Wire \$15.00 each domestic; \$35.00 each foreign  
Online Outgoing Wire \$10.00 each domestic; \$25.00 each foreign  
Incoming Wire \$12.00 each  
Return Deposit Items \$5.00 each  
EFTPS Tax Payment (Online Only) \$2.50  
ACH NACHA File Transfer (Online Only) \$1.00 each for the first 5 items then \$0.10 thereafter  
ACH Fund Transfer (Online Only) \$1.00  
ACH Returned Item \$5.00  
Positive Pay (Check & Electronic) \$10.00 a month per account  
Remote Deposit Capture \$25.00 month per scanner  
Remote Deposit Per Item Deposited \$0.09  
Official Check \$3.00 each  
Daily Cash/Check Deposits \$0.00  
Merchant Credit Card Settlements: \$0.00  
Utility Direct Pay Items: \$0.00  
Public Treasurer's Investment Fund \$0.00  
Online Bill Pay \$0.00  
Medicare Payments \$0.00  
Ambulance Collections \$0.00



## SYNOPSIS

### Application Information

Applicant: Matt Peterson

Request: Consider a request for the following:

- Ord. No. 20-13; To amend the General Plan (Future Land Use Map) from Mixed Use to Light Industrial/Warehouse.
- Ord. No. 20-14; To amend the Zoning Map from RE-20 (Residential Estates) to LM (Light Manufacturing)

Approximate Address: 2449 West 4000 South

### Land Use Information

Current Zoning: RE-20

Adjacent Zoning: North: LM; Light Manufacturing      South: LM; Light Manufacturing  
East: R-1-8; Single-Family Residential      West: R-1-8; Single-Family Residential

Current General Plan: Mixed Use

### Staff

Report By: Steve Parkinson

## APPLICABLE ORDINANCES

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

## CONFORMANCE TO THE GENERAL PLAN

- Economic Development Goal 1; *To promote and make possible the realization of a high quality of life for the city's residents through the pursuit and implementation of good economic development practices*
- Economic Development Goal 1; Objective 1; *To promote and encourage commercial, industrial and other economic endeavors to strength and improve the city's tax base and quality of life.*
- Urban Growth Goal 1; Objective 5; *To allow development to occur on parcels of land most suitable for and capable of supporting the kind of development being proposed.*

## PLANNING COMMISSION ACTION

The Planning Commission held a Public Hearing on November 10, 2020.

Chair Spahr open the floor for comment

Ed Weakland, 99 No. 575 We. Layton, had concerns with building setbacks, water run-off (room for curb & gutter) paving the easement would put the water line under asphalt and repairs costs would go up. Currently there is a law suit regarding the easement and he feels the Planning Commission should take that into account.

Stan Hoellein, 4307 So. 2675 We. Roy, Stated that the ground is around 30 feet below the height of the railroad tracks and is concerned that the zone allows buildings to be 60 feet in height and that if that is allowed it would create a sound wall and cause the noise from the trains to bounce back towards them. He feels they should be limit the building height to a thirty (30) feet.

Clay & Janet Combe, 3464 We. 2025 So. West Haven, had concerns regarding the law suit and felt the Planning Commission shouldn't take action until after its conclusion.

Joel & Lindy Reid, 1432 So. 1175 Ea. Ogden, had concerns regarding the law suit and felt the Planning Commission shouldn't take action until after its conclusion.



Todd Potter, 2449 We. 4000 So. Roy, wondered why someone prior couldn't get a business license.

Terry Anderson, 8126 So. 2225 Ea. South Weber, felt it is inappropriate to proceed because of the pending law suit.

Blain & Jan McVey, 4190 So. Lily Dr. Roy, wondering why the change, what's the public interest and concerned for the view of those to the West.

Leon Wilson, 4302 So. 2675 We. Roy, has concerns with the allowed height of the zone. Feels that a restriction should be put on it to not allow anything taller than 30 feet.

Byron Burnett, 4375 So. 2675 We. Roy, against "High Density" tall buildings, against 60 feet prefers 30 feet

Lacey Socwell, 4298 So. 2675 We. Roy, agrees with Mr. Hoellein, Mr. Wilson and Mr. Burnett, likes storage units, feels that there should be a restriction on height and it should run with the land and not the owner.

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

The Commission voted 4-3; to forward to the City Council a recommendation to approve Ord. No 12-13 to amend the General Plan (Future Land Use Map) from Mixed Use to Light Industrial/Warehouse.

The Commission voted 7-0; to forward to the City Council a recommendation to approve Ord. No 12-14 to amend the Zoning Map from RE-20 (Residential Estates) to LM (Light Manufacturing)

## **ANALYSIS**

### **Background:**

The applicant is the land owner, these parcels are in between the D&RG rail-trail & the Union Pacific/UTA railroad tracks and 4000 South & 4800 South. Both parcels equal up to 10.1 acres (126,039.6 sq.-ft.).

A little history of the area, prior to the 1970's the area between the tracks from Hinckley drive to 5200 South was all zoned Industrial, some between then and 1984 the most of the area (4000 South to 5200 South) changed to RE-20. Since then then area has slowly changed back to industrial.

### **Amend Future Land Use Map:**

Current Designation: The subject property currently has a land use designation as Mixed Use (see exhibit "B").

Requested Land Use Designation: The applicant needs to have the Future Land Use Map changed from the current Mixed Use designation to an Industrial designation.

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

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

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

The character of the surrounding areas (see Exhibit “A”) –

- To the West and East are R-1-8 (Single-Family Residential) development, to the North there are Shanties within the LM zone and the lots to the South are vacant and are also within the LM zone.

Interests of the City & Residents –

- In the past the applicant tried to develop this 10 acres into Multi-Family but due to the limited access to the property, and his inability to get a second access to it, the development of this area as Multi-Family is unlikely.
- To develop this property as a Manufacturing Use doesn’t require an additional access point beyond what currently exists.

### **Amend Zoning Map:**

Current Zoning: The subject property currently has a zoning designation of RE-20 (see exhibit “BC”).

Requested Zone Change: The applicant would like to have the property changed to R-3 (Multi-Family Residential) but due to the access issues the applicant is now requesting that the property be rezoned to LM (Light Manufacturing) zoning.

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

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

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

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

The character of the surrounding areas (see Exhibit “A”) –

- To the West and East are R-1-8 (Single-Family Residential) development, to the North there are Shanties within the LM zone and the lots to the South are vacant and are also within the LM zone.

Compatibility with surrounding area –

- If you look at the current zoning map and aerial then look 500 feet in each direction from this property, there are three (3) different residential zones (R-1-6, R-1-8 & RE-20) and a Light Manufacturing zone. Typically it would make since to rezone this Residential, but due to the D&RG Rail trail and the Union Pacific/UTA railroad tracks there is no direct access to or direct correlation of the surrounding neighborhood. Because of these issues would rezoning these parcels Light Manufacturing and the allowable uses within the zone this area developable?

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

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

## **FINDINGS**

1. It's the best and highest use of the land.
2. Provides and supports Roy City Economic Development.

### **ALTERNATIVE ACTIONS**

The City Council can recommend Approve, Deny or Table.

### **EXHIBITS**

- A. Aerial Map
- B. Future Land Use Map – pre 2017
- C. Future Land Use Map – Current
- D. Zoning Map
- E. Ord. No 12-13
- F. Ord. No 12-14

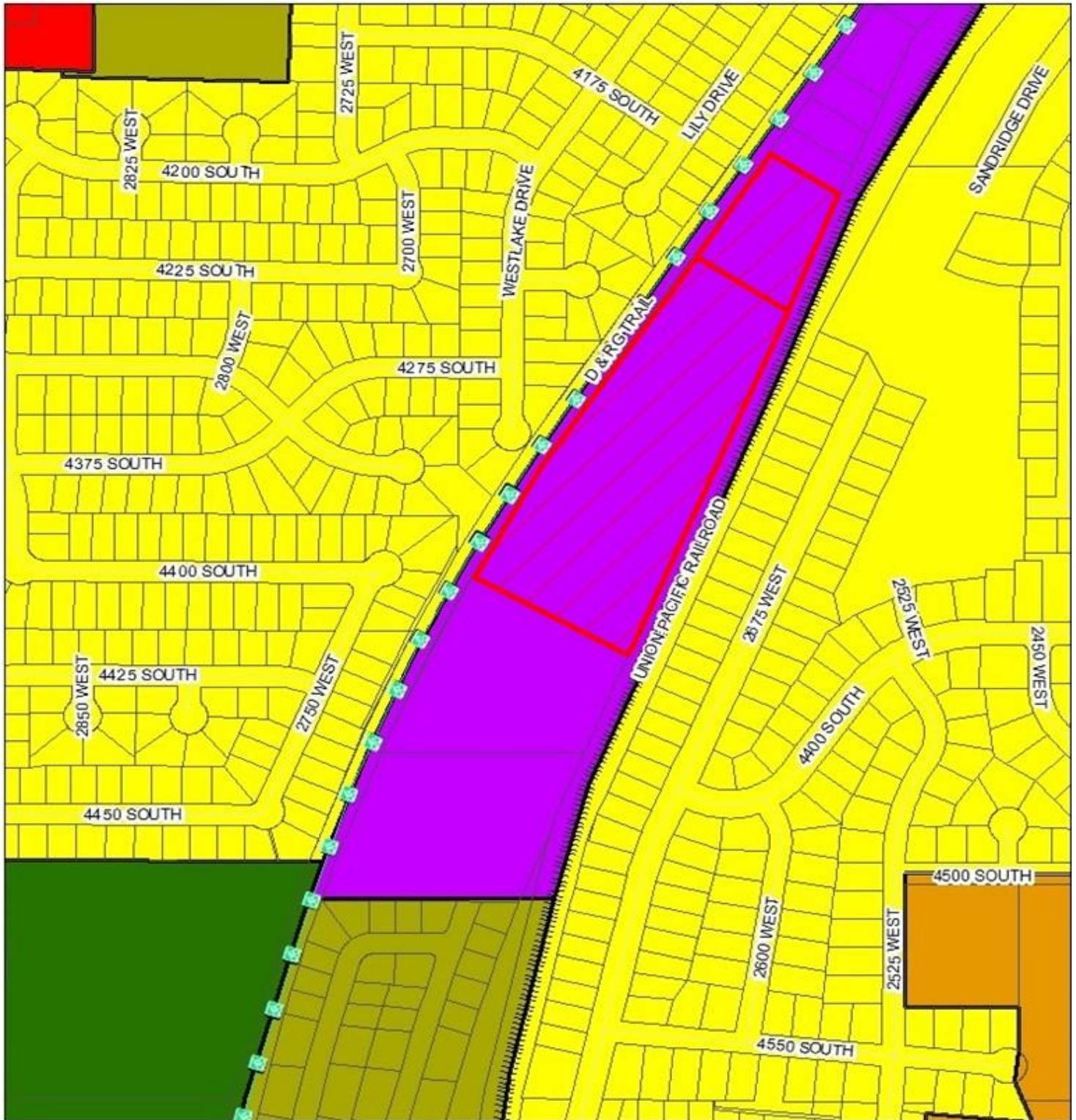


EXHIBIT "A" – AERIAL MAP





# EXHIBIT "B" – FUTURE LAND USE MAP – PRE 2017



## Legend

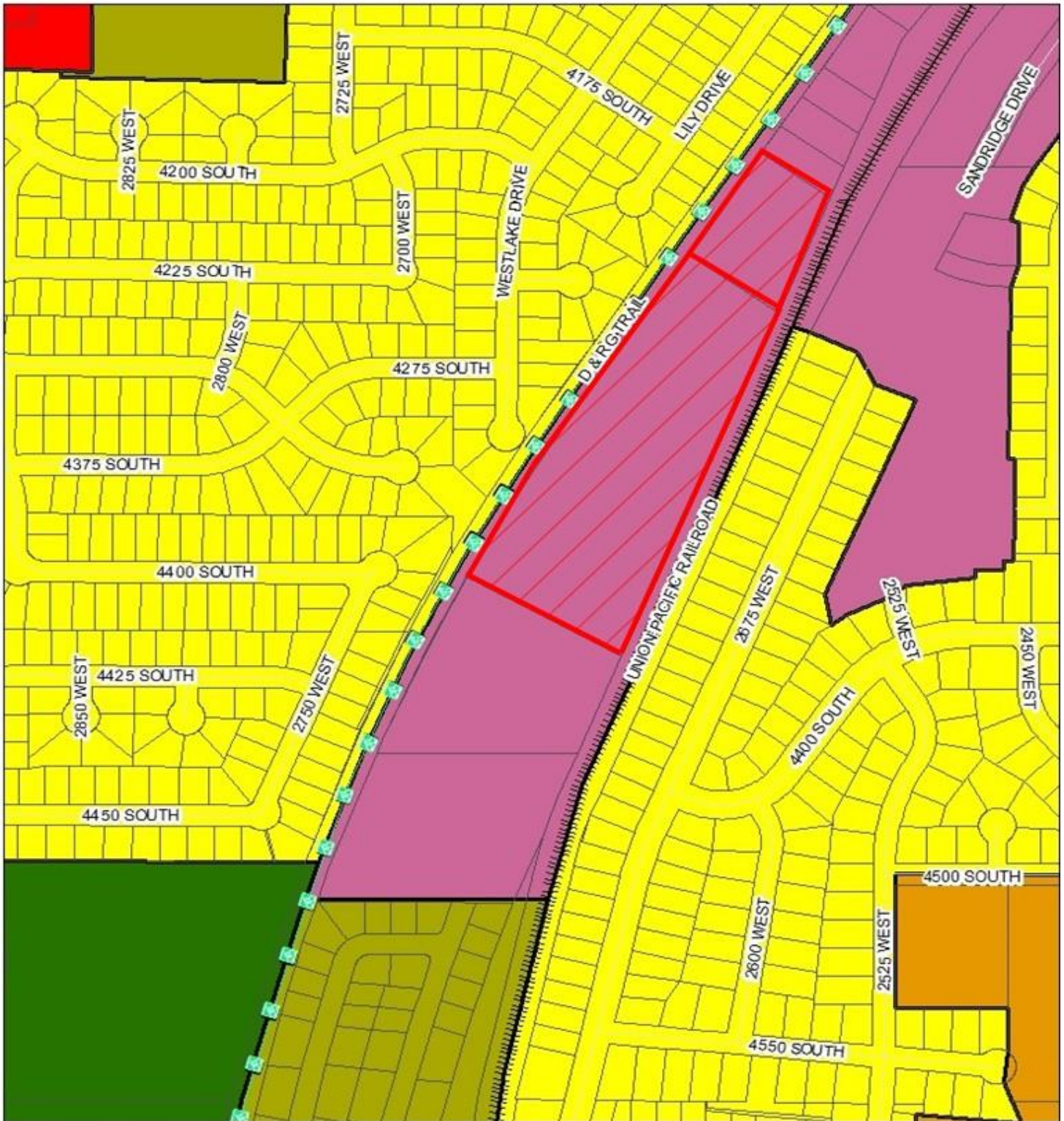
- |                               |               |
|-------------------------------|---------------|
| Low Density Residential       | Mixed Use     |
| Medium Density Residential    | Industrial    |
| High Density Residential      | Business Park |
| Very High Density Residential | Commercial    |
| Parks & Green Space           | Utility       |
| Schools/Government/Churches   |               |

## Future Land Use Map





# EXHIBIT "C" - FUTURE LAND USE MAP - CURRENT



## Legend

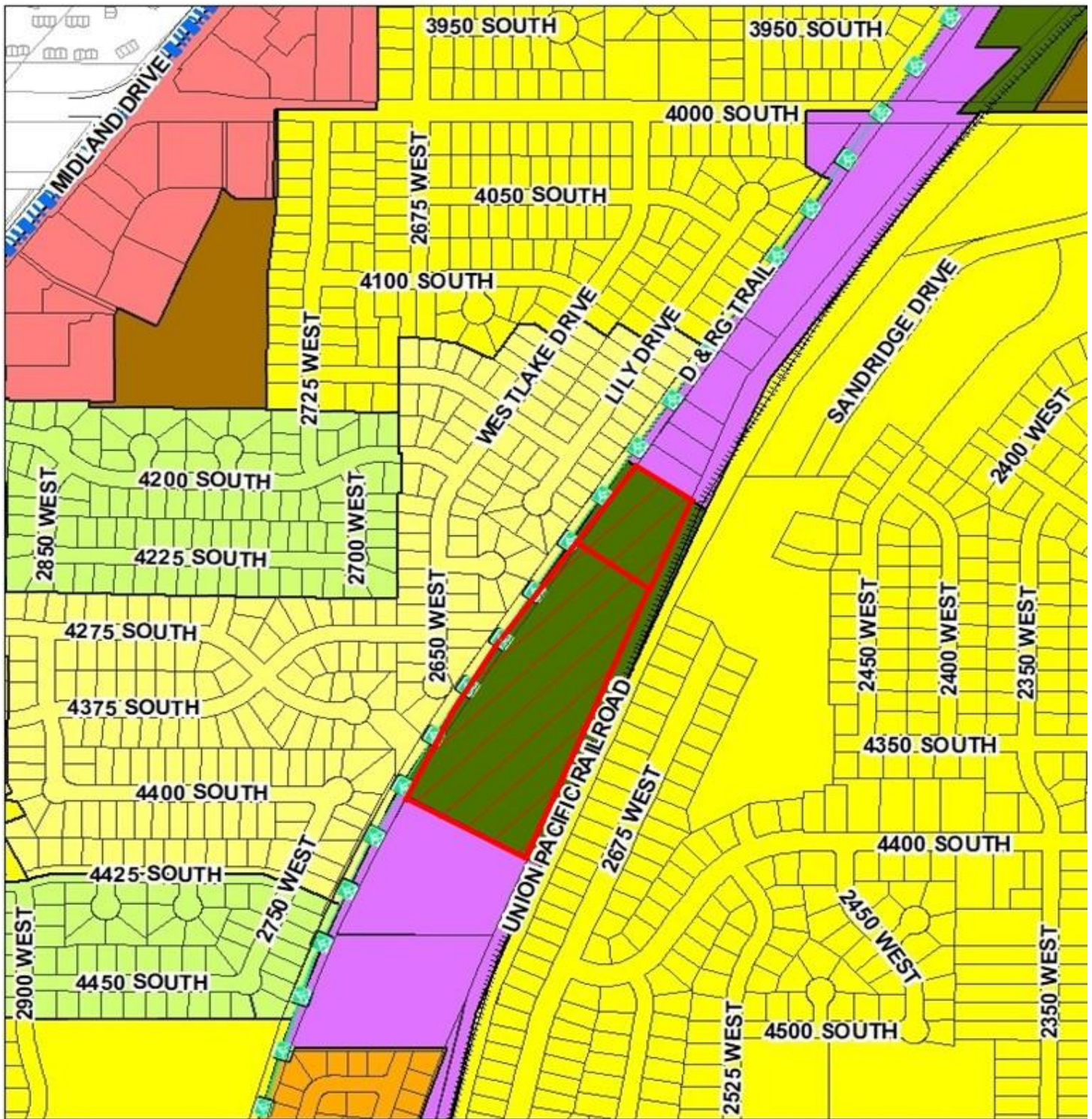
- |                               |               |
|-------------------------------|---------------|
| Low Density Residential       | Mixed Use     |
| Medium Density Residential    | Industrial    |
| High Density Residential      | Business Park |
| Very High Density Residential | Commercial    |
| Parks & Green Space           | Utility       |
| Schools/Government/Churches   |               |

## Future Land Use Map





# EXHIBIT "D" – ZONING MAP



## Legend

	City Boundary		Parcels		Selected Parcel
	RC		R-1-6		R-3
	CC		R-1-7		R-4
	BP		R-1-8		RE-15
	M		R-1-10		RE-20
	LM		R-1-15		RO
	R		R-2		RMH-1
	D&RG Trail		I-15		Railroad

Zoning  
Map



**ORDINANCE NO. 20-13**

**AN ORDINANCE ESTABLISHING A FUTURE LAND USE DESIGNATION OF  
LIGHT INDUSTRIAL/WAREHOUSE ON A PROPERTY LOCATED AT  
APPROXIMATELY 2449 WEST 4000 SOUTH.**

WHEREAS, Roy City has received a petition to amend the Future Land Use Map by changing the designation on a property comprising approximately 10.1 acres (439,956 sq.-ft) of land located at approximately 2449 We. 4000 So. from a designation of Mixed Use to a designation of Light Industrial/Warehouse; and

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

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

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

NOW, THEREFORE, be it hereby ordained by the City Council of Roy City, Utah, that the Future Land Use Designation of a portion of the properties at 2449 We. 4000 So. be established as Light Industrial/Warehouse and that the Roy City Future Land Use Map be amended to depict the same.

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

Councilman Burrell	_____
Councilman Jackson	_____
Councilman Paul	_____
Councilman Saxton	_____
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 \_\_\_\_\_, 2020.

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

Attested and Recorded:

\_\_\_\_\_  
Morgan Langholf  
City Recorder

ORDINANCE NO. 20-14

**AN ORDINANCE ESTABLISHING A ZONING DESIGNATION OF LM ON PROPERTY  
LOCATED AT APPROXIMATELY 2449 WEST 4000 SOUTH.**

WHEREAS, Roy City has received a petition to change the zoning on a property comprising of approximately 10.1 acres (439,956 sq.-ft) of land located at approximately 2449 We. 4000 So from a designation of RE-20 to a designation of LM.; and

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

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

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

NOW, THEREFORE, be it hereby ordained by the City Council of Roy City, Utah, that the zoning designation of the properties at 2449 We. 4000 So be established as an LM designation and that the *Roy City Zoning Map* be amended to depict the same.

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

Councilman Burrell \_\_\_\_\_

Councilman Jackson \_\_\_\_\_

Councilman Paul \_\_\_\_\_

Councilman Saxton \_\_\_\_\_

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 \_\_\_\_\_, 2020.

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

Attested and Recorded:

\_\_\_\_\_  
Morgan Langholf  
City Recorder

## Development Agreement

This Agreement, entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between Roy City Corporation, a municipal corporation of the State of Utah, hereinafter “City,” and JWMP Acquisitions, LLC, hereinafter “JWMP.”

**WHEREAS**, JWMP has made an application with Roy City for a rezone of certain property located in Roy City and more particularly described in Exhibit A which is attached hereto and incorporated herein; and

**WHEREAS**, the property is currently located in a RE-20 residential zone; and

**WHEREAS**, JWMP has requested the zone wherein the property is located to be rezoned as a LM light manufacturing zone; and

**WHEREAS**, the Roy City Council on the December 1, 2020 council meeting considered JWMP’s request to rezone the property in Roy City and after taking comments from city staff, the applicant, and other interested parties; and

**WHEREAS**, in consideration of many concerns the Roy City Council has determined to allow the rezone with certain restrictions.

**NOW, THEREFORE**, in consideration of the mutual covenants stated herein the parties hereto do mutually agree as follows:

1. In accordance with and as authorized by the Roy City Council in their December 1, 2020 City Council meeting, Roy City will rezone the property which is more particularly described in Exhibit A which is attached hereto and incorporated herein, from an RE-20 residential zone to an LM light manufacturing zone with the following stipulations and considerations:
  - a. **The property will only be used for the construction, maintenance and operation of storage units**
  - b. **The height of the storage units shall not exceed three stories**
2. JWMP agrees and understands that Roy City’s approval of the rezone request does not guarantee approval of any projects, it only approves the rezone.
3. JWMP agrees and understands that acceptance of the project will still need to meet other requirements such as and not limited to: building code, access, street, construction and fire code requirements.

**IN WITNESS WHEREOF**, the parties hereto execute the foregoing instrument as of the day and year first above written.

Roy City Corporation:

---

Robert Dandoy, Mayor

Attest:

---

Morgan Langholz, City Recorder

JWMP Acquisitions, LLC

---

Matt Peterson, Member

---

Josh Wilson, Member



## **EXHIBIT A**

**Roy Mixed Use Downtown Development Survey  
Draft Questionnaire  
December 2020**

Note to reviewers: This document is for finalizing survey question wording and available response options. For the final survey instrument these questions will be formatted for online survey administration, including HTML interactive sliders and buttons for recording opinions.

QQUALIFY. Do you currently live in Roy?

- 1 Yes
  - 2 No [TERMINATE]
  - 3 DK [TERMINATE]
  - 4 REF [TERMINATE]
- 

QDIRECTION. Overall, would you say the City of Roy is headed in the right direction or the wrong direction?

- 1 Right direction
  - 2 Wrong direction
- 

QOVERALL. All things considered, on a scale from 0 to 100, with 0 being very low and 100 being very high, how would you rate your overall quality of life in Roy?

[SLIDING SCALE FROM 0-100]

---

Q5YRRATE. How would you rate the City of Roy today compared to five years ago? Would you say it is...

- 1 Much better
  - 2 Somewhat better
  - 3 About the same
  - 4 Somewhat worse
  - 5 Much worse
  - 6 Don't know, I haven't been here that long
- 

QRECOMMEND. How likely are you to recommend the City of Roy to friends and family as a good place to live?

- 1 Very likely
  - 2 Somewhat likely
  - 3 Somewhat unlikely
  - 4 Very unlikely
-

QISSUE. Which of the following do you consider to be the most important issue facing Roy today?

- 1 Housing affordability
  - 2 Economic development
  - 3 Crime and public safety
  - 4 Maintaining our neighborhoods
  - 5 Transportation and infrastructure
  - 6 Other, please specify
- 

QAFFORDH. Thinking about the availability of affordable housing in Roy, do you think there is...

- 1 Too little
  - 2 The right amount
  - 3 Too much
  - 4 Don't know
- 

To what extent do you agree or disagree with the following statements about Roy?

- 1 Strongly disagree
- 2 Somewhat disagree
- 3 Neither agree nor disagree
- 4 Somewhat agree
- 5 Strongly agree

QBUSINESS. Roy has all the kinds of businesses I want it to have.

QHOUSING. Roy has a range of housing options that allow people in various stages of life to live here.

QJOBS. I like living in Roy because of the businesses and job opportunities that are growing here.

QDESTIN. I think of downtown Roy as a destination in the city.

QUPDATE. I would like to see downtown Roy updated with more attractions.

---

(MAP OF DOWNTOWN ROY)

Downtown Roy is defined as the area between Riverdale Road and 6000 South, west of the I-15 corridor along 1900 West. This area includes much of the City's current commercial and retail space.

Thinking about this area, how often do you or your family members visit downtown Roy for each of the following activities?

- |   |                             |
|---|-----------------------------|
| 1 | A few times a month or more |
| 2 | Once a month                |
| 3 | A few times a year          |
| 4 | Once a year                 |
| 5 | Less than once a year       |
| 6 | Never                       |

(ROTATE)

- |           |  |
|-----------|--|
| QDTEAT.   | To eat at a restaurant                 |
| QDTSHP.   | To go shopping                         |
| QDTBUS.   | Visit commercial offices or businesses |
| QDTFAMNT. | For a family activity                  |
| QDTDATE.  | For a date or romantic evening         |

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How would you rate each of the following aspects of downtown Roy?

- |   |                   |
|---|-------------------|
| 1 | Excellent         |
| 2 | Good              |
| 3 | Average           |
| 4 | Needs improvement |

- |           |  |
|-----------|--|
| QFOOD.    | The restaurants and dining options         |
| QENTOPT.  | The activities and entertainment options   |
| QSHOP.    | The retail and shopping options            |
| QPARKING. | The available parking                      |
| QATMOSPH. | The atmosphere                             |
| QWALK.    | The walkability or pedestrian-friendliness |
| QCOMM.    | The commercial business options            |

---

QAMENITIES. What new businesses or amenities would you like to see developed in downtown Roy?  
Select all that apply.

- |    |  |
|----|--|
| 1  | Dining options   |
| 2  | Affordable housing   |
| 3  | Entertainment options  |
| 4  | Open space or parks  |
| 5  | Additional parking   |
| 6  | Retail stores  |
| 7  | Office space   |
| 8  | Hotels and lodging facilities  |
| 9  | Civic facilities (i.e. library, hospital, police/fire departments, community center) |
| 10 | Other, please specify  |
-

QMIXEDUSE. Downtown Roy is currently zoned for commercial and retail business development only. Would you support or oppose the city pursuing mixed-use development in downtown Roy that could include a combination of various types of commercial and residential space?

- 1 Strongly support
  - 2 Somewhat support
  - 3 Neither support nor oppose
  - 4 Somewhat oppose
  - 5 Strongly oppose
- 

QREACTION. Why would you {PIPED TEXT: support/oppose} mixed-use development in downtown Roy?

---

QHIGHRISE. If the area were rezoned to allow for mixed-use residential development, would you support or oppose the development of multi-story, multi-unit housing in downtown Roy?

- 1 Strongly support
  - 2 Somewhat support
  - 3 Neither support nor oppose
  - 4 Somewhat oppose
  - 5 Strongly oppose
- 

QREACTION. Why would you {PIPED TEXT: support/oppose the development of multi-story, multi-unit housing in downtown Roy?

---

QCONSIDER. When thinking about the future of downtown Roy, which of the following considerations do you think is the **most important**? Which consideration is the **least important**?

- 1 Housing affordability
  - 2 Economic development
  - 3 Maintaining the look and feel of our neighborhoods
  - 4 Transportation and infrastructure
  - 5 Keeping downtown Roy as is
-

---

QPROP. Using the sliding scale below, where the left side of the slider means 100% residential development, the right side of the slider means 100% commercial development, and the midpoint on the slider suggests an even 50/50 mix of residential and commercial development, please indicate what mix of residential and commercial development you would most prefer to see downtown.

You may click and drag the slider to any point along the scale below.

---

QCONJOINT. Imagine for just a moment that a mixed-used development is going to be built in downtown Roy. You need to decide which of the following two different developments you would prefer to be built in your community.

Please read the descriptions of the two types of mixed-used developments that could be built in downtown Roy. Then please indicate which of the two developments is your most preferred **combination** of appearance, uses, building height, parking, and atmosphere for Downtown Roy.

If you think that neither is preferable or that both are preferable, just pick the one that you think is the most preferable.

	Option 1	Option 2
Appearance	RANDOMLY ASSIGNED ONE OF: A. Storefronts and building facades less than 20 feet away from the sidewalk and road surface B. Storefronts and building facades set back at least 20 feet away from the sidewalk and road surface	RANDOMLY ASSIGNED ONE OF: C. Storefronts and building facades less than 20 feet away from the sidewalk and road surface A. Storefronts and building facades set back at least 20 feet away from the sidewalk and road surface
Uses	RANDOMLY ASSIGNED ONE OF: A. Apartments or condominiums above street-level commercial spaces B. Street-level residential space for townhomes, condominiums, or apartments C. Commercial space only with no residential space	RANDOMLY ASSIGNED ONE OF: A. Apartments or condominiums above street-level commercial spaces B. Street-level residential space for townhomes, condominiums, or apartments C. Commercial space only with no residential space
Height	RANDOMLY ASSIGNED ONE OF: A. Buildings up to 5 stories B. Buildings up to 10 stories	RANDOMLY ASSIGNED ONE OF: A. Buildings up to 5 stories B. Buildings up to 10 stories
Parking	RANDOMLY ASSIGNED ONE OF: A. Parking garages in addition to on-site parking lots B. On-site parking lots only with no parking garages	RANDOMLY ASSIGNED ONE OF: A. Parking garages in addition to on-site parking lots B. On-site parking lots only with no parking garages
Atmosphere	RANDOMLY ASSIGNED ONE OF: A. New open space and/or parks B. Walkable plazas and courtyards incorporated into developments C. No new open space	RANDOMLY ASSIGNED ONE OF: A. New open space and/or parks B. Walkable plazas and courtyards incorporated into developments C. No new open space

If you had to choose between the two developments described in the options above, which one would you choose?

- 1      Option 1  
 2      Option 2

And now just a few more questions that will help us categorize responses.

QSEX. Which of the following best describes how you think of yourself?

- 1 Male
  - 2 Female
  - 3 In another way, specify if you wish:
- 

QYEARBORN. Please select the year you were born:

---

QTIMELIVED. How long have you lived in Roy?

- 1 Less than 5 years
  - 2 5-10 years
  - 3 11-15 years
  - 4 16-20 years
  - 5 21-25 years
  - 6 26-30 years
  - 7 31-35 years
  - 8 36-40 years
  - 9 40 or more years
- 

QOWNRENT. Which of the following best describes where you are currently living?

- 1 Own or buying my own home
  - 2 Rent my home or apartment
  - 3 Live with parents, relatives, or otherwise rent-free
  - 4 Other
- 

QEDOFR. What is the last year of school you completed?

- 1 Some high school or less
  - 2 High school graduate
  - 3 Some college
  - 4 College graduate
  - 5 Post graduate degree (e.g. MA, MBA, LLD, PhD)
  - 6 Vocational school or technical school
-



QEMPLOY. What is your employment status?

- 1 Self-employed
  - 2 Employed by someone else
  - 3 Unemployed
  - 4 Homemaker
  - 5 Retired
  - 6 Student
- 

QMARRIAGE. Are you currently...

- 1 Married
  - 2 Divorced
  - 3 Widowed
  - 4 Living with partner
  - 5 Single
- 

QHOUSEHOLD: How many people currently reside in your household?

- 1
  - 2
  - 3
  - 4
  - 5
  - 6 or more
- 

QRACE. Are you:

- 1 American Indian / Native American
  - 2 Asian
  - 3 Black / African American
  - 4 Hispanic / Latino
  - 5 White / Caucasian
  - 6 Pacific Islander
  - 7 Other (SPECIFY)
- 

QINCOME. What do you expect your 2021 family income to be?

- 1 Under \$25,000
  - 2 \$25,000 – 39,999
  - 3 \$40,000 – 49,999
  - 4 \$50,000 – 74,999
  - 5 \$75,000 – 99,999
  - 6 \$100,000 – 124,999
  - 7 \$125,000 – 149,999
  - 8 Over \$150,000
-