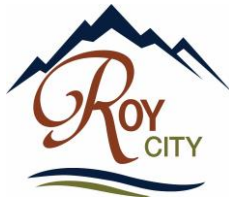


**Mayor**  
• Robert Dandoy

**City Manager**  
• Matt Andrews



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

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**ROY CITY COUNCIL MEETING AGENDA**  
**MARCH 1, 2022 – 5:30 P.M.**  
**ROY CITY COUNCIL CHAMBERS 5051 S 1900 W ROY, UTAH 84067**  
*This meeting will be streamed live on the Roy City YouTube channel.*

**A. Welcome & Roll Call**  
**B. Moment of Silence**  
**C. Pledge of Allegiance**  
**D. Consent Items**

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 consent item, that item may be removed from the consent agenda and considered separately.

1. Approval of January 4, 2022, City Council Meeting Minutes

**E. Public Comments**

*If you are unable to attend in person and would like to make a comment during this portion of our meeting on ANY topic you will need to email [admin@royutah.org](mailto:admin@royutah.org) ahead of time for your comments to be shared.*

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

**F. Action Items**

1. Swearing in newly promoted Police Sergeant Erick Gonnuscio
2. **Consideration of Ordinance 22-1** – Amend General Plan (Future Land Use Map) from Medium Density Single Family and Commercial to Very High-Density Multi-Family Residential at approximately 4863 South 3500 W
3. **Consideration of Ordinance 22-2** – Amend Zoning Map from CC (Community Commercial) to R-3 (Multi-Family Residential) at approximately 4863 South 3500 West
4. **Consideration of Ordinance 22-3** – Development Agreement between Roy City and Hamlet Development Corporation

**G. City Manager & Council Report**

**H. Adjournment**

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

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

**Certificate of Posting**

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted in a public place within the Roy City limits on this 25<sup>th</sup> day of February 2022. A copy was also posted on the Roy City Website and Utah Public Notice Website on the 25<sup>th</sup> day of February 2022.

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

Brittany Fowers  
City Recorder





**ROY CITY**  
**Roy City Council Meeting Minutes**  
**January 4, 2022– 5:30 p.m.**  
Roy City Council  
5051 S 1900 W Roy, UT 84067

Minutes of the Roy City Council Meeting held in person in the Roy City Council Chambers and streamed on YouTube on January 4, 2022, 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 Jackson  
Councilmember Joe Paul  
Councilmember Diane Wilson  
Councilmember Randy Scadden

Councilmember Sophie Paul  
City Manager, Matt Andrews  
City Attorney, Andy Blackburn  
City Recorder, Brittany Fowers

Also present were: Police Chief, Matthew Gwynn; Fire Chief, Craig Golden; Parks and Recreation Director, Travis Flint; Public Works Deputy Director, Brandon Edwards; Steve Thomas, Glenda Moore, Ashlyn Scadden, Kevin Homer, Sudon Ahl-Weeden, Lee Wahlstrom, Robert Percival, Bob Scadden, Keaton Thompson, Tim Fulton, Lisa Meacham, Brady Hammer, Dennis Brown, Leon Wilson, Lynn Koberna, Janel & Cambria Hulbert, Cameron & Hailey Hackworth, Kenra Palmer, Jaclyn Lewis, Tammy Nelson, Steve Parkinson, Tonya Littlefield, Natalie Pierce, Darrell Illum, Leroy Gleichmann, Ashley Stone; and multiple members from the Fire and Police Department.

**A. Welcome & Roll Call**

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

**B. Moment of Silence**

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

**C. Pledge of Allegiance**

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

**D. Consent Items**

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

**1. Approval of the December 7, 2021, Roy City Council Meeting Minutes.**

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

**E. Public Comments**

Mayor Dandoy opened floor for public comments.  
Mayor Dandoy closed the floor for public comments.

**F. Action Items**

1. Appointment and swearing in of Mayor, Robert Dandoy; Councilmember Scadden and Councilmember Sophie Paul

Brittany Fowers delivered Oath of Office for Mayor and both Councilmembers.

2. Approval of Councilmember Committee and Liaison Assignments.

**Councilmember Wilson motioned to approve committee and liaison assignments. Councilmember Joe Paul seconded the motion.**

3. **Public Hearing** – Consider approving adjustments to the Fiscal Year 2022 Budget
  - a. Consideration of Resolution 22-1 Approval of FY 2022 Budget Adjustments

This resolution would increase the previously approved 2022 budget by \$5,369,410. The budget adjustments had been separated into two sections. The first section detailed budget adjustments related to the recent salary survey and data comparison. It was proposed to increase the salaries based on this data and to retro pay back to July 1, 2021. This would affect the budget of wages and salaries and the General Fund in the amount of \$1,552,374. \$935,642 would go to the police department, \$413,901 to the fire department, and \$202,831 to the administration department. The second section of budget adjustments included \$2.3 million received from the state of Utah which would be set aside for future infrastructure projects that would need to be spent by December 2024. A transfer of \$75K was proposed for a new USB outage/washguard server which would come from the fund balance. An increase of \$200K in ambulance fees and \$50K for transfer. Two new battalion chiefs would be added which would increase wages by \$100K. The rest of the increased revenue would be transferred to the capital projects fund to pay for their capital requests. The police department would like to add an evidence clerk to their staff which would add \$21K to wages and benefits. The police department was also requesting \$5,000 to promote one officer to administrative sergeant. It was proposed to re-budget \$2 million in the capital projects fund for projects that were not completed before the end of the fiscal year.

Mayor Dandoy opened the floor for public hearing.

**Councilmember Joe Paul motioned to approve opening the floor, Councilmember Jackson seconded the motion.**

Public that delivered comments were Jordan Schmidt 5253 S 2675 W; Aaron Nelson 5051 S 1900 W; Leon Wilson 4302 S 2675 W; Kevin Homer 5398 S 4000 W; Steve Parkinson 5051 S 1900 W; Jaclyn Lewis 5352 S 2050 W; Stuart Hackworth 5561 S 4100 W; Robert Percival 5511 S 2800 W; Darrell Illum 5460 S 2700 W; Sudon Ahl-Weeden 3757 W 4750 S.

Jordan Schmidt, 5253 S 2675 W, said she understood that Council had a difficult decision to make that evening with regards to wage raises. She said that there was a lot of data but there was also a lot of factors that couldn't be quantified, and that the city needed to consider these factors when considering adequate compensation.

Aaron Nelson, 5051 S 1900 W, worked in law enforcement in Roy, and provided his history in Roy. He said that although he was pursuing his career elsewhere, this raise would dictate the futures of some of the currently serving officers. He talked about the experiences of the officers on the force. He thanked Council for the proposed raise.

Leon Wilson, 4302 S 2675 W, commented on the increase of fire and police salaries. He said that if Council knew that this was going to continue to happen, they should make an effort in the future to make this more palatable.

Kevin Homer, 5398 S 4000 W, said that they should look at the proposed back pay as more of a retention bonus. He didn't want employees to receive backpay and then go find another job. He wanted Council to evaluate a COLA method so citizens wouldn't be impacted so severely at once. He commented on the USB/washguard system. He supported the increase for emergency services across the board and the addition of an evidence clerk. He urged caution on the long-term spending of money based on one good year of online sales tax.

Steve Parkinson, 5051 S 1900 W, thanked Council for what they did. He said that city employees hadn't received COLA increases since 2014 and that this had saved the citizens 21% over the years.

Jaelyn Lewis, 5352 S 2050 W, worked for the city and agreed with the public safety wage increase. She praised the work of all of the Roy city employees.

Stuart Hackworth, 5561 S 4100 W, gave a brief history of his time in Roy and his experience as an employee. He said that there were a lot of employees with an incentive to leave the city but stayed because they loved the city, and the city should approve this resolution for the good of the employees and the residents.

Robert Percival, 5511 S 2800 W, was representing the local union of the fire department. He provided his experience in Roy. He commented on the experience they were losing when people left the city for other agencies and that the city needed to pay them what they were worth.

Darrell Illum, 5460 S 2700 W, worked for storm water and provided his history in Roy. He commented on how they were losing employees to other agencies and how important the employees of Roy were to the citizens. He talked about COLAs and how the absence of these had affected the employees.

Sudon Ahl-Weeden, 3757 W 4750 S, provided her history in Roy and her appreciation of the public safety workers. She was in favor of the wage increase.

Mayor Dandoy closed the floor for public hearing.

Mayor Dandoy asked for a discussion about the additions to staff and equipment.

Councilmember J. Paul asked about the \$1.3 million fire truck and asked if they would have to bankroll the entire amount now or if they would be able to put a deposit down and pay along the way. Fire Chief Craig Golden replied that he did not know how that worked. Part of the bid that had come back that day at just under \$1.3 million and they could have a truck delivered to them before June. Councilmember J. Paul asked if the new battalion chief vehicles would be on yearly replacement plan. Chief Golden replied that yes, they would.

Councilmember Scadden asked what they would save in maintenance costs if they could get the new fire truck by June. Chief Golden replied that they were currently spending around \$10K a quarter on the maintenance of the rig that they had, which did not include tires and regular maintenance. Councilmember Scadden asked how the current fire truck had performed at the recent fire.

Councilmember Wilson asked Chief Golden to further explain the battalion chief positions. Chief Golden

said that a captain was required to respond to every incident and that currently other high-ranking officers were fulfilling that role which was drawing them away from their own units, and they needed to have someone to fulfill the role that had experience because it was an important position. The battalion chief would be living in the station during their shift and so would have a dedicated bunkroom.

Councilmember S. Paul asked about the timing of the pricing of the new fire truck. Chief Golden said that if they did it now then they would hold the inflation rate but if they waited the price would increase due to inflation.

Councilmember Jackson talked about her history in Roy and how much she appreciated the employees of Roy.

Mayor Dandoy said he had never had to have a \$5.7 million discussion over the holidays in his entire political career and it was a tough decision to make at a tough time. He asked Chief Golden to clarify the new battalion chief position description and that was his only recommendation.

Mayor Dandoy asked for a discussion about the salary increase.

Councilmember J. Paul said he had reviewed all of the data and talked about his history in Roy. He wanted to make sure that they had the right people with the right skills to do the best job to take care of the residents. He fully supported back pay and talked about implementing COLA for gradual pay increases, so they never got to this position again. He talked about the increase in sales tax and commented that it was the way of the future and that residents needed to take that into consideration and encouraged online shopping.

Councilmember Scadden echoed what Councilmember J. Paul said. He talked about the sales tax that they had received from online shopping and discussed the importance of retaining skilled employees. He said that it was a buyers' market for hiring because everyone was desperate for skilled individuals.

Councilmember Wilson asked when the salary gap had occurred. City Manager Matt Andrews replied that he started to notice it when he moved to Roy in 2011 and in 2013 was when it really started and then they got rid of the COLA system in 2014. Councilmember Wilson asked about the 2017 tax increase and if that raise was still too low to compensate the employees adequately. Mr. Andrews replied. Mayor Dandoy commented that he had been on the Council when this was passed and clarified the specifics of what had been discussed in 2017. There was further discussion and clarification between Mayor Dandoy and Mr. Andrews about the STEP program and the tax increases.

Mayor Dandoy talked about the riots in Salt Lake where Roy had sent officers to quell when SLC officers walked off the force. He said that he thought the beginning of the downfall was in 2016 when legislation stripped the retirement program. His concern was that Roy hadn't caused it and that other cities were in panic mode and had made \$8-\$10/hr. raises. Mr. Andrews agreed and said that things had started going crazy around that time. He said that he was trying to say that they needed to keep up because they had failed to react.

Councilmember Wilson asked about retroactive pay. Mr. Andrews said that they could make anything that the Council wanted to happen. Mayor Dandoy clarified what Councilmember Wilson asked and said that she was asking if the retroactive pay was going to be issued, did it need to be conditional.

Councilmember Wilson commented that they were anticipating high sales tax revenues, but she asked how they proposed to fund these wage increases if the sales tax did not remain elevated. She thought this needed to be explored and discussed. Mr. Andrews replied that they were 11% over sales tax and that this was a difficult thing to predict and plan for. He said they had one other option for revenue which was property

tax, but they got a lot more from sales taxes. He said that if there was a decline then they would have to eliminate some services or find alternative sources of revenue.

Councilmember S. Paul commented on retention bonuses. She had talked to Councilmembers in Ogden who had helped her understand the process and wanted to adopt some of their retention policies.

Councilmember Jackson talked about the tax increase and said that they couldn't foresee the future but that they should do whatever it takes to keep the city safe.

Mayor Dandoy noted that the mayor did not vote, but he still had a voice. He said that when it came to the adjustment in pay, he had been an advocate as mayor and making it clear that they needed to do something. He could see that Roy was falling behind the other cities, but that Roy saw the future and planned for the future. He talked about the recession and commented that Roy had not had to fire anyone and about how many staff members they had lost between 2019 and 2021. He said that raises had been given to public safety, but the other departments had not received as much money, but they were also important, and he would not ignore the other great performers of the city. He continued talking about the different departments and the salary survey. He said that the sales tax they were receiving came from three things that all had to do with the pandemic. The government issued the CARES Act, which pumped \$3 billion dollars into the economy and provided people with money to spend and people were spending it on groceries, online shopping, and used cars in Roy. He talked about upcoming projects and the sale of properties to UDOT which UDOT would not pay property tax on for 3 years and the implications of this. These were tough times and there was a lot of demand on the money from various sources. He hoped that they would remedy the disservice that evening and asked Council to approve the salary adjustments.

Councilmember Wilson asked how many man hours a salary survey took. Mr. Andrews replied that it took about a month and a half of one employee's time. Councilmember Wilson asked how much was in the bank for them in the future if things fell out. Mr. Andrews replied that they would like to see the general fund balance around 18% and they had around \$6M unassigned in the general revenue and \$5.7M in capital infrastructure.

**Councilmember Scadden motioned to approve Resolution No. 22-1 Approval of FY 2022 Budget Adjustments. Councilmember Jackson seconded the motion. A roll call vote was taken. All Councilmembers voted "Aye". Motion carried.**

#### **G. Presentations**

#### **H. Discussion Items**

1. RAMP Grant – Deciding preferred location of additional Pickle Ball Courts; George E. Wahlen Park or Emma Russell Park.

Parks and Recreation Director Travis Flint presented the discussion item. He said that one of the pros of the Emma Russell Park was that it was already allocated green space. A con was that it was discombobulated, and the courts would be disjointed. The pros of George Wahlen Park were that it was more spread out and 8 courts would be able to be built the correct way. It also had better accessibility. Some of the negatives were that they would lose a lot of green space. There was merit to both places and both places would work. Pickleball isn't always an easy sell to the RAMP committee but with the high demand in Roy, he thought it was a good option.

Mayor Dandoy asked about tournaments. Mr. Flint replied that tournaments would not generate direct income for the city, the benefits of the tournaments were that people spent money in the city of Roy.

Councilmember Wilson asked if one of the spots was easier than the other to put a pickleball park in. Mr. Flint replied that it was aesthetically better at George Wahlen, but then they would lose the green space. Councilmember Wilson asked where exactly in the park they would put it. Mr. Flint replied that they would leave that decision up to Council but to him the most logical spot was next to the tennis courts. Mayor Dandoy agreed. Councilmember Wilson liked George Wahlen. Mr. Flint wanted Council to tell them exactly where they wanted the courts. Mr. Flint commented that the proposal was due on January 14<sup>th</sup> and they needed an answer that evening.

Councilmember J. Paul asked how specific their plan needed to be for the RAMP proposal and if there would be any leeway. Mr. Flint replied that he was not sure what the response would be if they wanted to change parks are their submitted proposal was accepted.

Councilmember Wilson asked about the two-proposal plan that they had discussed of 8 courts at George Wahlen and 4 courts at Emma Russell. Mr. Flint replied that the single proposal that they would submit would be similar to having two proposals because they could include both on the single proposal and see if they got money for both or either or. Mr. Flint clarified that the Council would be agreeing to match any RAMP grant that they received. Mayor Dandoy asked Council to commit to pickleball courts if that is what they submitted a RAMP request because it would be embarrassing to return the money if Council couldn't agree on the intended purpose of the money.

Councilmember Scadden asked if they knew the costs. Mr. Flint replied that it would be a little shy of \$300K and the city's share of that would be \$150K for eight, and it would be around \$80K for four. Councilmember J. Paul asked if 8 was the standard for tournaments. Mr. Flint replied that he thought that 8 was a critical number.

Mayor Dandoy did a role call vote. All agreed on George Wahlen.

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

Mr. Andrews stated that the Planning Commission had just finished the General Plan. He encouraged Councilmembers to pick up a plan from Mr. Parkinson and start reviewing it. He anticipated work sessions and council meetings to go over the general plan because it was a large document.

Councilmember Jackson said she had an interested party in a party on 5600 and clarified that that area had to remain green space. Mr. Andrews replied that it depended on how deep the properties were if UDOT would sell them to the city or the private market. Typically, the city would have the first rights to buy the property. Councilmember J. Paul suggested food trucks. Mayor Dandoy said that if the required setbacks could be met then UDOT would sell the property. Councilmember J. Paul said that he had had residents whose property lines met the rear of these lots that had asked him if they could purchase the property to deepen their lots. Mayor Dandoy stated that it would be up to UDOT to sell, and it would be up to the city to decide what to do with it. Councilmember Jackson said that the interested party was interested in the lots 1900-2200 because they were the deepest lots. Mayor Dandoy said that the secret would be to the zoning of the area.

## **J. Adjournment**

Mayor

Attest:

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Brittany Fowers  
City Recorder

dc:





## SYNOPSIS

### Application Information

Applicant: Michael Brodsky  
Request: Consider a request of the following

- Ord. No 22-1; To amend the General Plan (Future Land Use Map) from Medium Density Single Family and Commercial to Very High Density Multi-Family Residential
- Ord. No 22-2; To amend the Zoning Map from CC (Community Commercial) to R-3 (Multi-Family Residential)
- Ord. No 22-3; Development between Roy City and Hamlet Development

Approximate Address: 4863 South 3500 West

### Land Use Information

Current Zoning: CC; Community Commercial  
Adjacent Zoning: North: CC (Community Commercial) South: R-1-10; Single-Family Residential  
East: R-1-6; Single-Family Residential West: R-1-8; Single-Family Residential  
Current General Plan: Commercial

### Staff

Report By: Steve Parkinson  
Staff Recommendation: Approval with conditions

## APPLICABLE ORDINANCES

- Roy City Zoning Ordinance Title 10, Chapter 5 – Amendments to General Plan and Zoning Ordinance
- Roy City Zoning Ordinance Title 10, Chapter 18 – Development Agreement

## 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.*

## CITY COUNCIL ACTION

During the February 15, 2022 Council meeting.

The following individuals made comments regarding the proposed project

Kevin Homer, 5398 So. 4000 So.; he stated either put a moratorium on all types of development or approve this proposed development

Councilmember Wilson made a motion to approve Ord. No 22-1, no second to the motion was made therefore the motion died. Thus Ord. No. 22-2 and Res. No 22-2 died as well

The City Council held a Town Hall meeting on February 1, 2022.

The following individuals made comments regarding the proposed project

Jon Grove, 5011 So. 3550 We.

David Gremillion, 3515 We. 5000 So.



James Panagoplos, 5370 So. Midland Dr.  
Dan Dabney, 4027 We. 5075 So.  
Tysen Maughan, 4843 So. 3600 We.  
Glen Olsen, 3519 We. 5175 So.  
Jolene Zito, 5047 So. 3550 We.

Chris Lewis, 5126 So. 3550 We.  
Jeremy Meadors, 4980 So. 3500 We.  
Loni Rounds, 4824 So. Midland Dr.  
Robert Clark, 4839 So. 3600 We.  
Kendra Palmer, 4844 So. Midland Dr.

## PLANNING COMMISSION ACTION

The Planning Commission held a Public Hearing on November 9, 2021.

Chair Cowley open the floor for comment

Dan Dabney, 4027 We. 5075 So. Roy said that they were at 16% of their culinary water and they were looking at shortages and water restrictions for the following year again and wasn't sure about putting more people in there. He said that with the school right there, when kids were getting dropped off or picked up the street was blocked to Midland. He didn't think 4800 could take much more traffic.

Susan Boyce, 5123 So. 3500 We. Roy, she said that 3500 was maxed out on traffic as it was, and it could take them 15 minutes to get into or out of their driveway. She thought there was a safety issue because of the traffic and didn't think that they could add any more traffic to the streets in that area.

Jon Grove, 5011 So. 3550 We. Roy said he was concerned about the quality of life. He also commented on the inability to get in and out of the neighborhood and said that they were boxed in as it was. He asked if the townhomes would be owner-occupied. He said to just turn it into single family homes.

Jonnie Bristow, 4864 So. 3500 We. Roy, agreed with everything that had been said. He asked if there were plans to widen 3500 at all and that that would be the only form of relief. He said that they had just pulled their children from the elementary school because they were concerned about the risks to their children. He asked if it was necessary to buffer with multi-families or if single family could be used as a buffer. He thought that single family homes would be better for the neighborhood.

James Panagoplos, 5370 So. Midland Dr. Roy, asked how this development would contribute to the affordable housing issue and said they should try to address the increase in rental rates and mortgage rates. He was also concerned about traffic.

Chris Lewis, 5126 So. 3550 We., Roy, said that high density townhomes would be the problem and that traffic was a mess of an issue. She also talked about the cul-de-sacs and said that people were cutting through because they couldn't get to the school.

Kevin Homer, 5398 So. 4000 So. Roy, asked about the assisted living center and said that there was an underground canal that was a concern. He was concerned that if the area was rezoned as high density that they wouldn't be able to guarantee single family homes on the south side.

Robert Clark, 4839 So. 3600 We. Roy, said that this development would be directly in his backyard, and he concerned about how many people this would bring in. He also commented on traffic and was concerned about parking.

Tim Robert, 3613 We. 5175 So Roy, requested that if this was sent to Council was to make sure this was locked down by binding with successorship.

Carolyn Gremillion 3515 We. 5000 So., Roy, said that she had a son in a police department who had said most of their calls was from high density areas and she was concerned about bring this to Roy. She also agreed with the traffic concerns.

Grant Morgan 3656 We. 4925 So. Roy said that all of his concerns had been addressed but he wanted to know if any of the board members had any financial interest in this.

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

The Commission voted 5-2; to forward to the City Council a recommendation to approve Ord. No 22-?? to amend the General Plan (Future Land Use Map) from Medium Density Single Family and Commercial to Very High Density Multi-Family Residential.

The Commission voted 5-2; to forward to the City Council a recommendation to approve Ord. No 22-?? to amend the Zoning Map from CC (Community Commercial) to R-3 (Multi-Family Residential), subject to a Development Agreement.

## ANALYSIS

### Background:

Mike Brodsky has asked to bring his request back to the Council, however, with some big changes to the Conceptual Site Plan. Instead of 13 Single-Family Dwelling units and 38 Townhome units the new concept is to have 34 Single-Family dwelling units and 0 Townhomes.

The R-3 zone allows for Single-Family units on 6,000 sq.-ft. lots. The Development agreement is to allow for small lots (24 between 3,200 & 3,900 sq.-ft; 4 between 4,000 & 4900 sq.-ft. and 6 5,000 sq.-ft or larger. But he is also proposing 2 parcels of green space [7,200 sq.-ft on the north & 22,000 sq.-ft on the south]

I have attached the previous staff report from the last Council meeting, Mike's new proposal doesn't change the need to amend the Future Land Use Map of the existing General Plan from Commercial & Medium Density to Very High Density or amend the Zoning map from CC to R-3.

I have also attached the Development Agreement, at the end of the Development Agreement (Exhibit B) is the "Conceptual Site Plan" showing how the development will be laid out with 34 Single-Family lots.

### From February 15, 2022 Council Staff Report:

This area is found on the SW corner of 4800 South and 3500 West, just south of the new charter elementary school. The property has frontages along 3500 West and Midland Drive. The land is vacate and is approximately 4.7 acres (204,732 sq.-ft.). See exhibit "A" for the location.

The language within the current General Plan regarding the different types of Density is arbitrary, let's take a look at the definitions of a few of the "classifications" as defined by the General Plan and what the Zoning Code allows

- The General Plan defines Medium density as 4 units per acres, but states that the following zones fit within this category R-1-10, R-1-8, R-1-7 and R-1-6.
  - The Zoning code allows the following density per Zone
    - R-1-10 (4.3 units per acres),
    - R-1-8 (5.5 units per acre),
    - R-1-7 (6.2 units per acre) and
    - R-1-6 (7.3 units per acre).
- The General Plan defines High Density is defined as 8 units per acre and states that the R-2 zone fits this category. Examples of housing include twin homes and townhomes
  - The Zoning code allows the following density per Zone
    - R-2 (5.8 duplexes or 11.6 units per acre).
- Very High Density is defined as 20 units per acre, and states that the R-3 or R-4 zones fit this category. Examples of housing include condominiums and apartments.
  - The Zoning code allows the following density per Zone
    - R-3 (12 units per acre)
    - R-4 (12 units per acre)

With the above mentioned definitions our General Plans definitions of density isn't reflected within our Zoning Ordinance. Cities like Ogden, has a few zones that allow high densities, their R-4 zone allows 26 units per acre and their R-5 allows 50 units per acre and they classify these as "Higher Density", Hooper has a zone of R-4 that allows densities upward of 4.3 units per acre and they classify this as High Density. Our R-4 only allows 12 units per acres which is half of what Ogden City's R-4 allows yet ours is classified as Very High Density. Again our definition of Very High density is arbitrary at best and isn't relative to any real sense of true density.

The applicant is seeking for other options to develop the land, which has been vacate with little to no interest to develop any commercial development on the land. They would like to develop townhomes along the northern and single-family homes along the southern border.

**Amend Future Land Use Map:**

Current Designation: The subject property currently has a land use designation as Commercial (see exhibit “B”).

Requested Land Use Designation: The applicant would like to change the Future Land Use Map changed from the current Commercial designation to a Very High Density Multi-Family Residential 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”) –

- Development along three sides of this parcel is single-family residential homes, the R-3 zone can be used as a buffer between Commercial uses and single-family residential developments.

Interests of the Applicant’s –

- Having the R-3 zone would allow the owners to develop the property at its highest and best use. Otherwise it will most likely remain vacant.

General Plan Goals, Objectives and Policies –

- Within the “Conformance to the General Plan” section of this report it lists three (3) goals and policies that this type of development would satisfy.

**Amend Zoning Map:**

Current Zoning: Currently the property is zoned CC (Community Commercial). (see exhibit “C”).

Requested Zone Change: The applicant would like to have the property changed to R-3 (Multi-Family Residential).

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

General Plan Goals, Objectives and Policies –

- Within the “Conformance to the General Plan” section of this report it lists five (5) goals and policies that this type of development would satisfy.

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

- Development along three sides of this parcel is single-family residential homes, the R-3 zone can be used as a buffer between Commercial uses and single-family residential developments

Compatibility with surrounding area –

- Having a Multi-Family development abut against a single-Family residential development is more compatible than having a Commercial development abutting Single-Family Residential

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

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

## **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 Approval, Approval with conditions, Deny or Table.

## **RECOMMENDATION**

Staff recommends approval of the requests with the conditions that Single-Family Dwellings are along the Southern end and Multi-Family along the Northern end as present by the Developer and as outlined within the staff report:

- Ord. No 22-1: To amend the General Plan (Future Land Use Map) from Medium Density Single Family and Commercial to Very High Density Multi-Family
- Ord. No 22-2: To amend the Zoning Map from CC (Community Commercial) to R-3 (Multi-Family Residential), subject to the approval of Ord. No 22-3
- Ord. No. 22-3: Development Agreement between Roy City and Hamlet Development

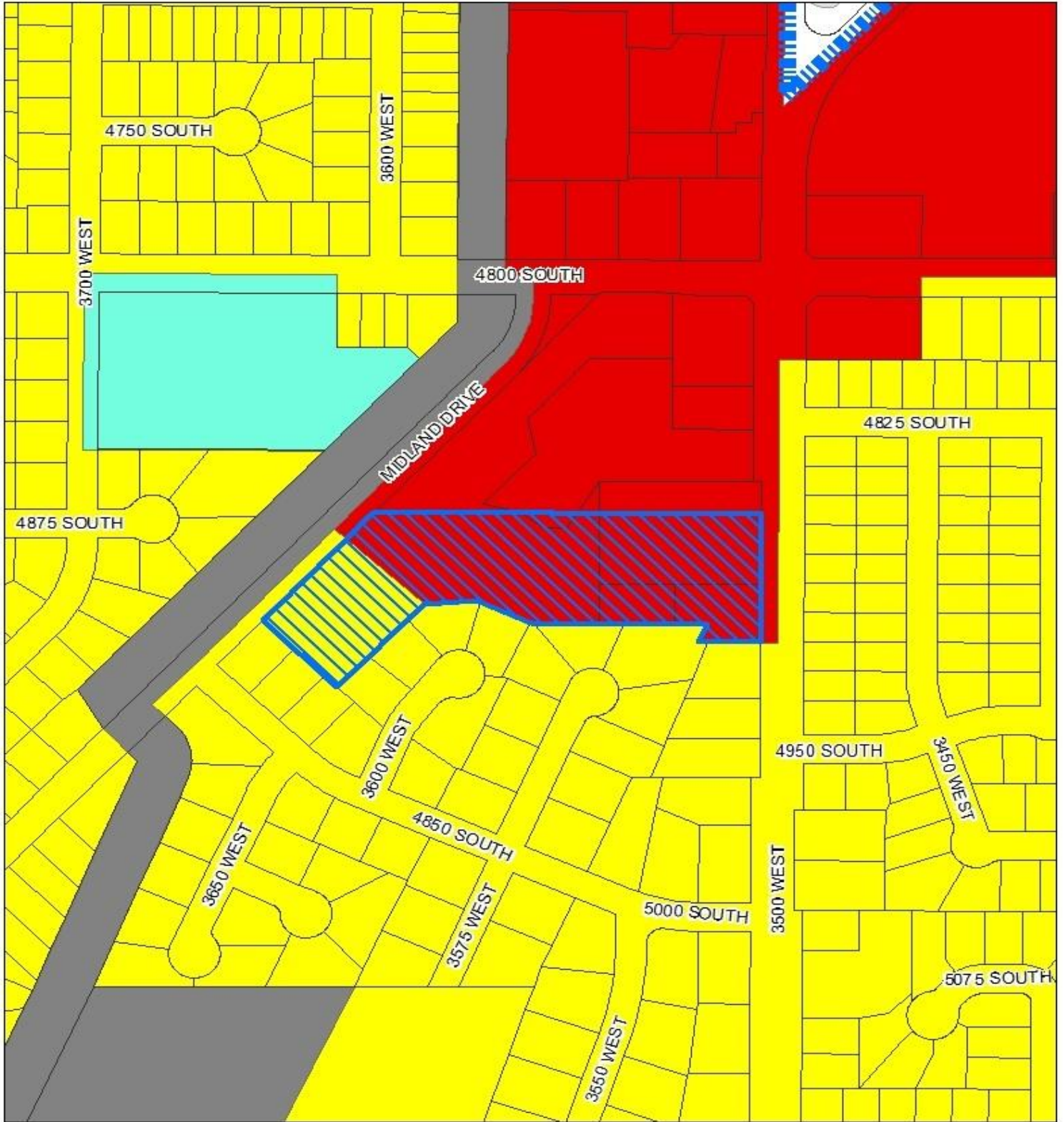
## **EXHIBITS**

- A. Aerial Map
- B. Future Land Use Map
- C. Zoning Map
- D. Proposed Concept Site Plan
- E. Proposed Concept Building Elevations
- F. Ord. No. 22-1
- G. Ord. No 22-2
- H. Ord. No. 22-3

**EXHIBIT "A" – AERIAL MAP**



**EXHIBIT "B" – FUTURE LAND USE MAP**



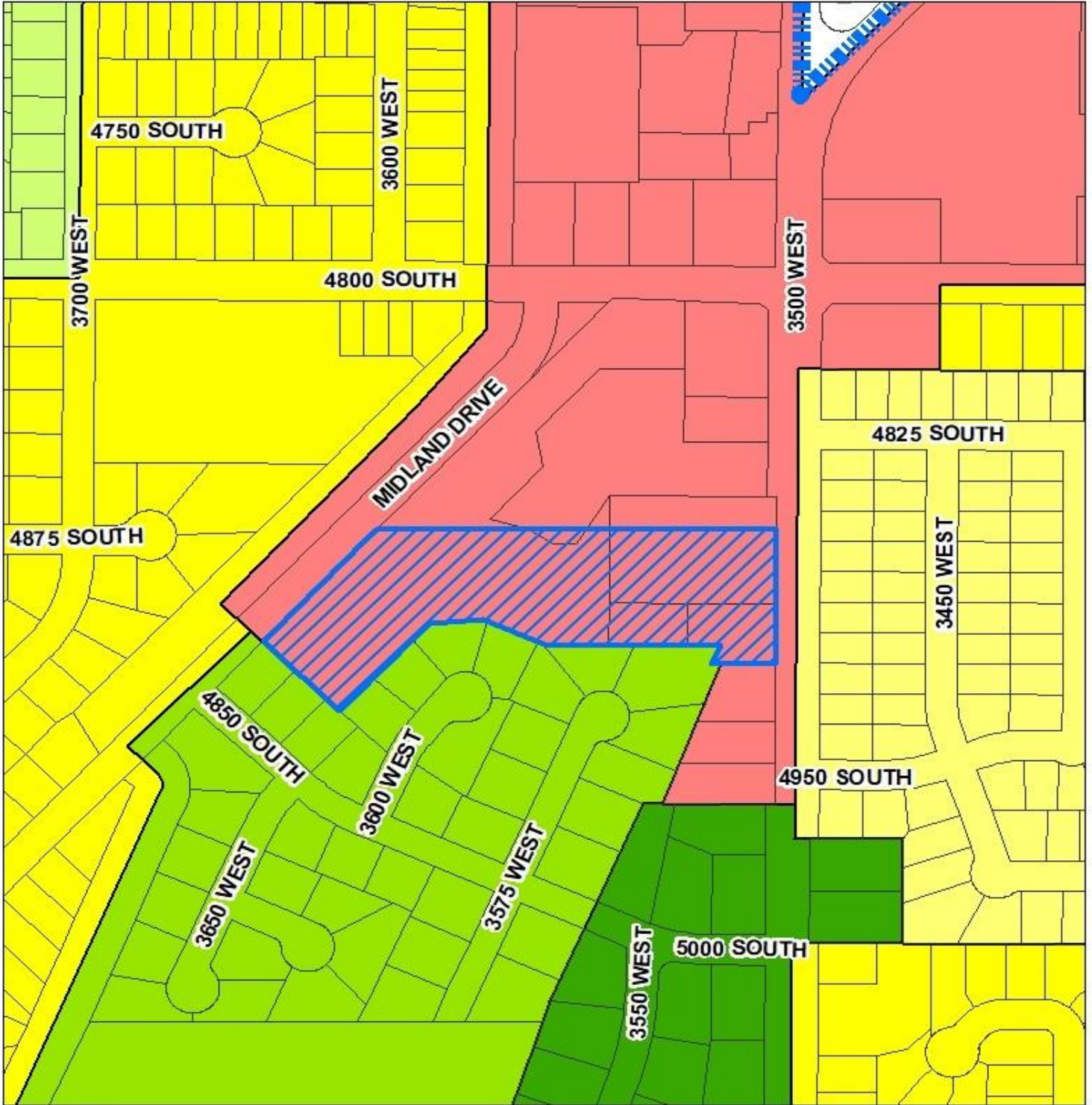
**Legend**

- Parcels
- Selected Parcel
- City Boundary
- Commercial
- Utilities
- Medium Density Single Family Residential

**Future Land Use Map**



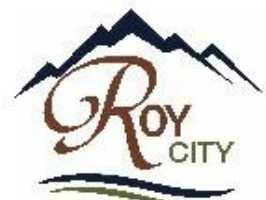
**EXHIBIT "C" – ZONING MAP**



**Legend**

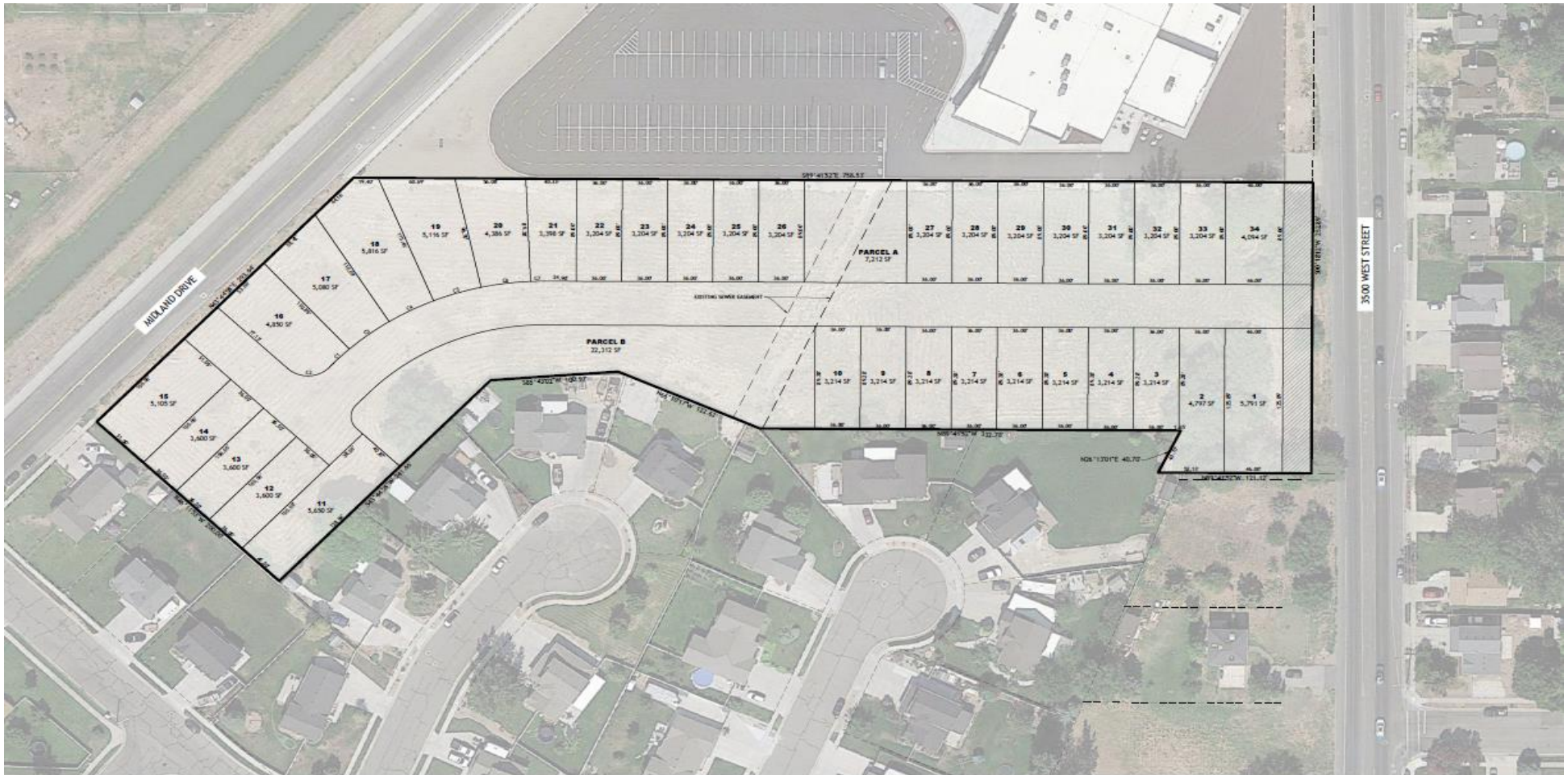
- |  |               |  |              |  |                 |
|--|---------------|--|--------------|--|-----------------|
|  | City Boundary |  | Parcels      |  | Selected Parcel |
|  | RC            |  | R-1-6        |  | R-3             |
|  | CC            |  | R-1-7        |  | R-4             |
|  | BP            |  | R-1-8        |  | RE-15           |
|  | M             |  | R-1-10       |  | RE-20           |
|  | LM            |  | R-1-15       |  | R10             |
|  | R             |  | R-2          |  | RMH-1           |
|  |               |  | D&RG Trail   |  | I-15            |
|  |               |  | Railroad     |  | Davis County    |
|  |               |  | Weber County |  |                 |

**Zoning Map**

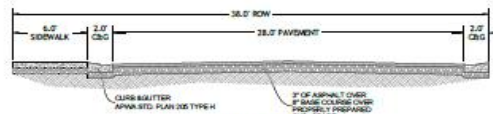




**EXHIBIT "D" – PROPOSED CONCEPT SITE PLAN**



**NEW Conceptual Site Plan**



PRIVATE ROAD SECTION  
NOT TO SCALE

CURVE TABLE			
CURVE	ARC LENGTH	RADIUS	CHORD DIRECTION
C1	22.37	228.00	S45°00'14"W
C2	36.77	23.00	S87°39'52"W
C3	39.46	228.00	S57°46'37"W
C4	39.46	228.00	S67°42'57"W
C5	39.46	228.00	S72°37'37"W
C6	39.46	228.00	S82°33'57"W
C7	11.09	228.00	S88°54'30"W



TYPICAL SINGLE FAMILY SETBACK DETAIL  
NOT TO SCALE

**EXHIBIT "E" – PROPOSED CONCEPT BUILDING ELEVATIONS**



**NEW Conceptual Home Façades**



**ORDINANCE No. 21-1**

**AN ORDINANCE ESTABLISHING A FUTURE LAND USE DESIGNATION OF VERY HIGH DENSITY MULTI-FAMILY RESIDENTIAL ON A PROPERTY LOCATED AT APPROXIMATELY 4863 SOUTH 3500 WEST**

WHEREAS, Roy City has received a petition to amend the Future Land Use Map by changing the designation on a property comprising approximately 4.7 acres (204,732 sq.-ft.) of land located at approximately 4863 South 3500 West from a designation of Medium Density Single Family and Commercial to Very High Density Multi-Family Residential; 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 4863 South 3500 West be established as Very High Density Multi-Family Residential 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 Jackson \_\_\_\_\_
- Councilman J. Paul \_\_\_\_\_
- Councilman S. Paul \_\_\_\_\_
- Councilman Scadden \_\_\_\_\_
- 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 \_\_\_\_\_, 2022.

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

Attested and Recorded:

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

**ORDINANCE No. 22-2**

**AN ORDINANCE ESTABLISHING A ZONING DESIGNATION OF R-3 ON PROPERTY LOCATED AT APPROXIMATELY 4863 SOUTH 3500 WEST**

WHEREAS, Roy City has received a petition to change the zoning on a property comprising of approximately 4.7 acres (204,732 sq.-ft.) of land located at approximately 4863 South 3500 West from a designation of CC to a designation of R-3.; 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 4863 South 3500 West be established as an R-3 designation and that the *Roy City Zoning Map* be amended to depict the same.

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

- Councilman Jackson \_\_\_\_\_
- Councilman J. Paul \_\_\_\_\_
- Councilman S. Paul \_\_\_\_\_
- Councilman Scadden \_\_\_\_\_
- 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 \_\_\_\_\_, 2022.

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

Attested and Recorded:

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

**ORDINANCE NO. 22-3**

**AN ORDINANCE OF THE ROY CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT BETWEEN ROY CITY AND HAMLET DEVELOPMENT**

**WHEREAS**, Hamlet Development Corporation (Hamlet) desires to develop approximately 4.47 acres of property located at 4840 South 3500 West into a residential community named Highgate Cove; and

**WHEREAS**, the zoning designation for the property would need to be changed to an R3 zone as current the current zoning designation does not allow residential development; and

**WHEREAS**, Hamlet 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 Jackson \_\_\_\_\_
- Councilman J. Paul \_\_\_\_\_
- Councilman S. Paul \_\_\_\_\_
- Councilman Scadden \_\_\_\_\_
- 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 \_\_\_\_\_, 2022.

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

Attested and Recorded:

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

WHEN RECORDED, RETURN TO:  
Andy Blackburn, Esq.  
City of Roy Attorney  
5051 S. 1900 W.  
Roy, Utah 84067

Affects Weber County Tax Parcel(s): \_\_\_\_\_

**CITY OF ROY  
DEVELOPMENT AGREEMENT  
FOR  
HIGHGATE COVE, A RESIDENTIAL COMMUNITY**

This Development Agreement for Highgate Cove, a residential community (this “**Agreement**”) is made and entered as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Roy, a municipal corporation of the State of Utah (the “**City**”) and Hamlet Development Corporation and or assigns, a Utah corporation (“**Developer**”).

**RECITALS**

- A. The capitalized terms used in this Agreement and in these Recitals are defined in Section 1.2, below. The Property governed by this Agreement is described in **Exhibit A** hereto.
- B. Developer owns (or is under contract to purchase) and is developing the Property as a residential community containing thirty-four (34) single-family dwellings (the “**Project**”).
- C. In order for the Property to be developed as intended, the zoning of the Property needs to be changed to the Residential High Density (R-3) zoning district (the “**Rezoning Request**”) as established in Section 10-6-1 et seq. of the Roy City Municipal Code (the “**City Code**”). In addition, certain flexibility is required for the development standards and requirements as allowed under Section 10-18-1 et seq. of the City Code for projects governed by a development agreement approved by the City Council.
- D. This Agreement, if and when it is approved by the City Council of Roy City, is intended to ensure that the Property will receive the necessary R-3 zoning and the flexibility of development standards in order for the Project to be developed and improved in accordance with the Conceptual Site Plan (the “**Concept Plan**”) attached hereto as **Exhibit B**.
- E. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.
- F. The Parties understand and intend that this Agreement is a “development agreement” within the meaning of and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 *et seq* and pursuant to Section 10-18-1 et seq. of the City Code.
- G. Pursuant to its legislative authority under Utah Code Annotated § 10-9a-101, et seq., and after all required public notice and hearings and execution of this Agreement by Developer,

the City Council, in exercising its legislative discretion, has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, City's General Plan, and Section 10-18-1 et seq. of the City Code (collectively, the "**Public Purposes**"). As a result of such determination, City has elected to process and approve the Rezoning Request and authorize the subsequent development thereunder in accordance with the provisions of this Agreement. The City has concluded that the terms and conditions set forth in this Agreement accomplish the Public Purposes referenced above and promote the health, safety, prosperity, security, and general welfare of the residents and taxpayers of the City.

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

## **TERMS**

### **1. Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. Development of the Project.**

2.1. **Zone Change.** Subject to the terms of this Agreement, development of the Project shall be subject to the provisions of the City's High Density (R-3) zone and the terms and provisions of this Agreement. In the event of a conflict between the provisions of the R-3 zone and this Agreement, the terms, provisions, and standards set forth in this Agreement shall govern.

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

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

2.4. **Flexible Development Standards.** Section 10-18-1 of the City Code allows the City, in development agreements such as this Agreement, to provide flexibility in the approval of development project by tailoring development standards and requirements to the unique features of a particular development site. Given the unique features and location of this Project, and in order to achieve the Public Purposes and allow for the Project to be developed as desired by both the City and Developer, the City has determined that the High Density (R-3) zone is appropriate for this Project and that the single Family lot sizes,



setbacks, open space and common areas depicted in the Concept Plan attached hereto as **Exhibit B** are approved and shall govern the development of the Project. The Parties also agree that the maximum permitted height for units in the Project is thirty-five (35) feet.

2.5. **Private Road.** The road running through the center of the Project, connecting to Midland Drive on the west side of the Project and 3500 West Street on the east side of the Project shall be a private road with the width and general layout depicted in the Concept Plan attached hereto as **Exhibit B and subject to engineering requirements as required by the City.** The Project shall have a homeowners association (“HOA”) that shall be responsible to maintain the private road in good condition.

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

2.7. **Dedication of Land.** In connection with the recordation of the Final Plat for the Project, Developer shall dedicate to the City for public use, without charge or compensation, the portion of land on the east side of the Project that is adjacent to 3500 West Street. The Parties agree that said dedication is not an unlawful exaction or a taking under State or Federal law but is part of a negotiated exchange between the Parties. Developer agrees that to the extent any form of “just compensation” for said dedication is required by law, the compensation requirements are satisfied by virtue of the benefits, vested rights, and approved grants in this Agreement such that no additional compensation of any kind is required.

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

### 3. **Vested Rights.**

3.1. **Vested Rights Granted by Approval of this Agreement.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grants to Developer all vested rights to develop the Project in fulfillment of this Agreement, LUDMA, the City Code, and the Final Plat except as specifically provided herein. The Parties specifically intend that this Agreement grant to Developer the “vested rights” identified herein as that term is construed in Utah’s common law and pursuant to Utah Code Ann. § 10-9a-509 (2019).

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

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

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

3.2.3. **Codes.** Any City’s Future Laws that are updates or amendments to existing

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

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

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

3.2.6. Compelling, Countervailing Interest. Laws, rules, or regulations that: (i) the City's land use authority finds on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2020), and (ii) are of general applicability to all development activity in the City.

4. **Term of Agreement.** Unless earlier terminated as provided for herein, the term of this Agreement shall be until December 31, 2028. This Agreement shall also terminate automatically at Buildout.

5. **Public Infrastructure.**

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

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

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

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

**5.5. Bonding.** In connection with any Development Application, Developer shall provide bonds or other development security, including warranty bonds, to the extent required by the City Code, unless otherwise provided by Utah Code § 10-9a-101, *et seq.* (2005), as amended. The Applicant shall provide such bonds or security in a form acceptable to the City or as specified in the City Code. Partial releases of any such required security shall be made as work progresses based on the City Code.

## **6. Upsizing/Reimbursements to Developer.**

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

## **7. Default.**

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

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

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

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

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

**7.3. Remedies.** Upon the occurrence of any Default, subject to the provisions of Section 7.4 below, and after notice as required above, then the Parties may have the following remedies:

7.3.1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

7.3.2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

7.3.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Developer until the Default has been cured.

**7.4. Public Meeting; Meet and Confer.** Before any remedy in Section 7.3 may be imposed

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

**8. Notices.**

All notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

**To the Developer:**

Hamlet Development  
Attn: Michael Brodsky  
Email: [michael@hamletdev.com](mailto:michael@hamletdev.com)  
84 West 4800 South, Suite 300  
Murray, Utah 84107

**To the City:**

Roy City  
Attn: Mayor Robert Dandoy  
Email: [rdandoy@royutah.org](mailto:rdandoy@royutah.org)  
5051 South 1900 West  
Roy, Utah 84067

**9. Incorporation of Recitals and Exhibits.**

All Recitals and Exhibits are hereby incorporated into this Agreement.

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

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

**11. Successors and Assigns.**

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

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

12. **No Waiver.**

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

13. **Severability.**

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

14. **Force Majeure.**

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

15. **Applicable Law.**

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

16. **Venue.**

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

17. **Entire Agreement.**

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

18. **Amendment.**

This Agreement may be amended only in writing signed by the Parties hereto.

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

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

20. **Authority.**

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

*(Signature page follows)*



## **TABLE OF EXHIBITS**

Exhibit "A"	Legal Description of the Property
Exhibit "B"	Concept Plan of the Project

**Exhibit "A"**  
Legal Description of Property

ALL OF LOT 2, BRIDGE ACADEMY SUBDIVISION, ROY CITY, WEBER COUNTY, UTAH



**Exhibit “B”**  
Concept Plan of the Project



2815 East 3300 South, Salt Lake City, UT 84109  
(801) 305-4670 www.edmpartners.com



SCALE: 1" = 40'



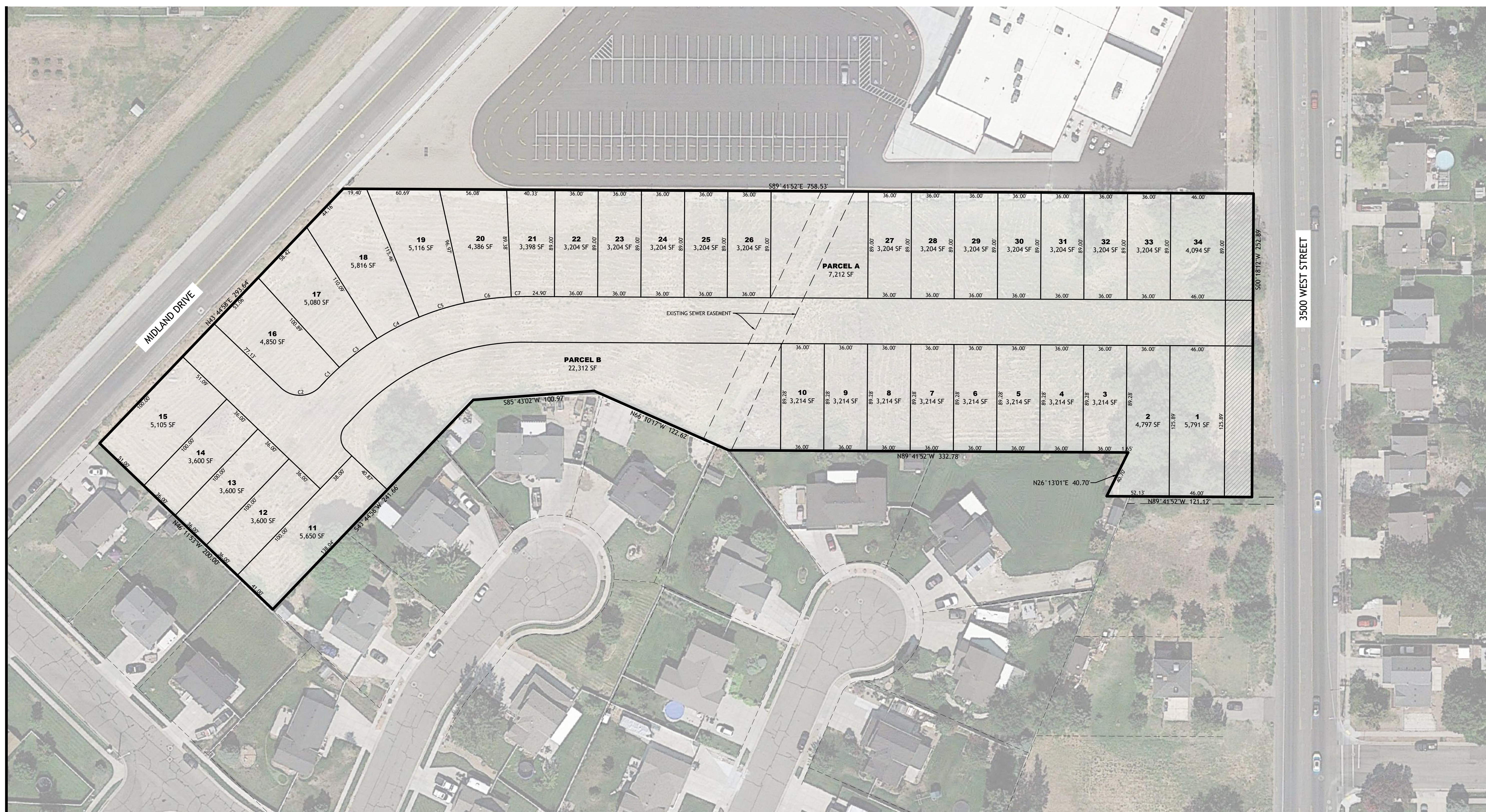
DEVELOPER:  
Hamlet Development  
84 West 4800 South  
Murray, UT 84107  
801-506-9611



NOTES:

PROJECT STATISTICS:  
TOTAL PROJECT AREA = 4.60 ACRES  
SINGLE FAMILY LOTS = 34  
DENSITY = 7.39 DU / AC

DISCLAIMER:  
ARTIST RENDERING ONLY. PLAN MAY BE ALTERED OR CHANGED AT ANY TIME. IT IS FURNISHED MERELY AS A CONVENIENCE TO AID YOU IN LOCATING THE LAND INDICATED HEREON WITH REFERENCES TO STREETS AND OTHER LAND. NO LIABILITY IS ASSUMED BY REASON OF ANY RELIANCE HEREON.



### Highgate Cove

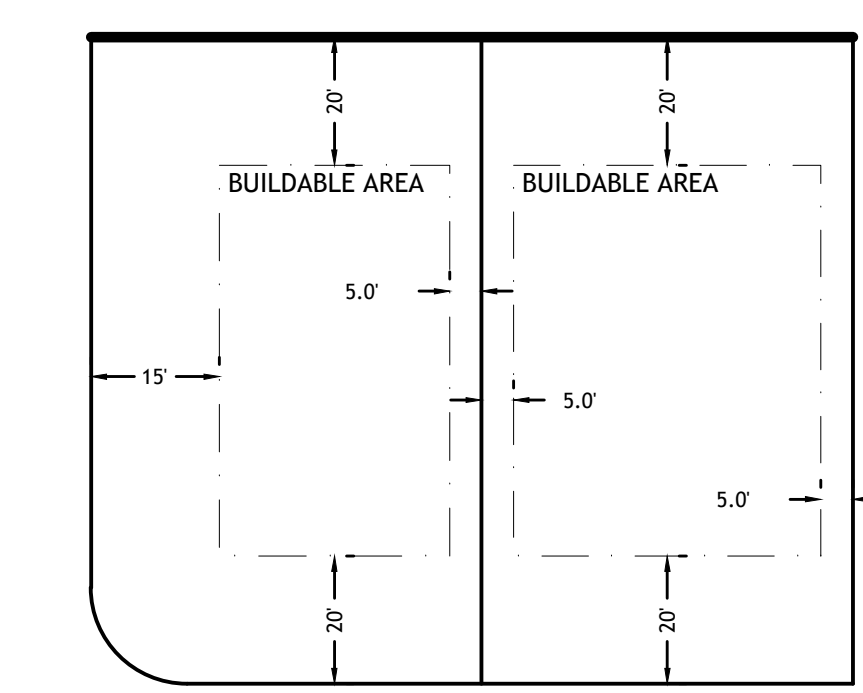
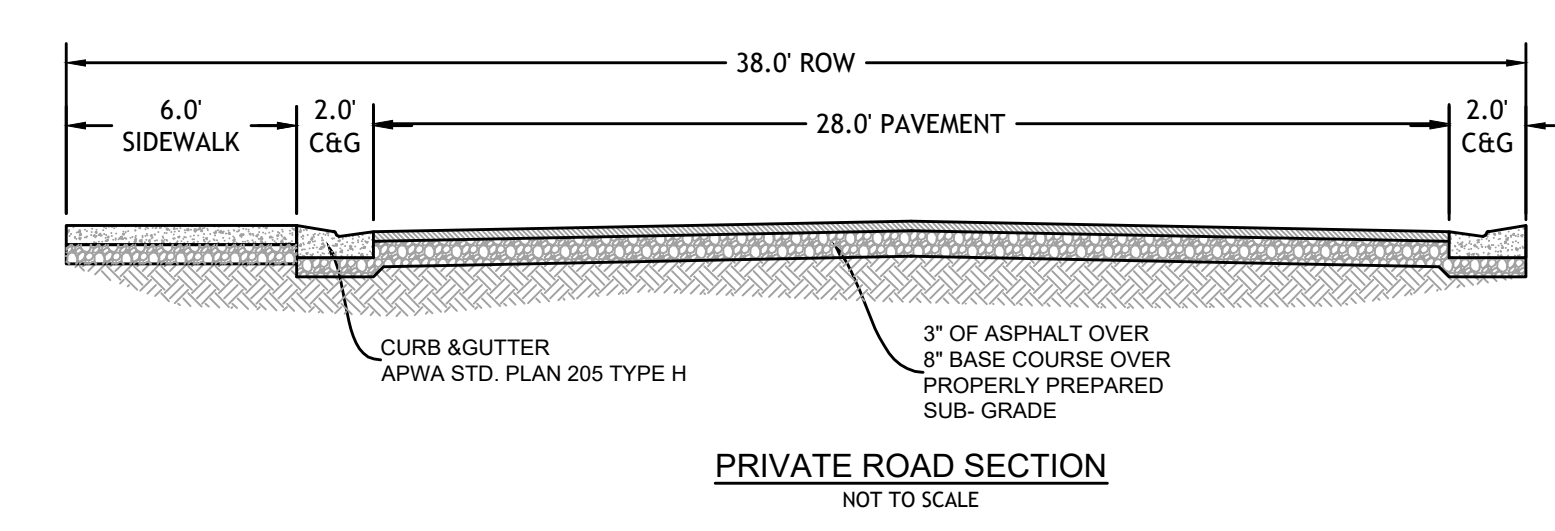
#### Conceptual Site Plan

PROJECT: \_\_\_\_\_  
DRAWN BY: NMM  
REVIEWED BY: PMD  
REVISIONS: \_\_\_\_\_  
No. DATE REMARKS

DATE: February 17, 2022  
SHEET NUMBER:

# O-1

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	22.37	228.00	S45°00'14"W	22.36
C2	36.77	23.00	S87°59'52"W	32.98
C3	39.49	228.00	S52°46'37"W	39.45
C4	39.49	228.00	S62°42'07"W	39.45
C5	39.49	228.00	S72°37'37"W	39.45
C6	39.49	228.00	S82°33'07"W	39.45
C7	11.09	228.00	S88°54'30"W	11.09



TYPICAL SINGLE FAMILY SETBACK DETAIL  
NOT TO SCALE

C:\Users\NMM\EDM Partners\Projects\Highgate Cove\Drawings\Conceptual Site Plan.dwg