

City Manager  
Matt Andrews

Assistant City Manager  
Brody Flint

City Recorder  
Brittany Fowers



Mayor  
Robert Dandoy

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

## ROY CITY COUNCIL MEETING AGENDA

**FEBRUARY 20, 2024 – 5:30 P.M.**

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

**This meeting will be streamed live on the Roy City YouTube channel.**

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

**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 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. Presentations**

- 1. Roy City Fire Department Citizen Award – Chief Williams
- 2. First Professional Services – Kody and Dart McGregor
- 3. Roy Fire Operations 101 – Chief Williams
- 4. Open and Public Meetings Act Training – Matt Wilson

**G. Action Items**

- 1. **Consideration of Resolution 24-4;** Amending Fees for the Roy Recreation Complex and Adopting the Roy Recreation Complex Fee Schedule.
- 2. **Consideration of Resolution 24-5;** Authorizing an Agreement with Connex Networks LLC for a Telecommunications Network.
- 3. **Consideration of Ordinance 24-3;** Adopting the Amended City Center Redevelopment Project Area Plan, as Approved by the Redevelopment Agency of Roy City, as the Official Redevelopment Project Area Plan for the Project Area and Directing that Notice of the Adoption be given as required by Statute.

**H. Discussion Items**

- 1. Complex Participating Cities Program
- 2. 3100 Widening
- 3. Ambulance License Request from Weber Fire District

**I. City Manager & Council Report**

**J. 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*



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*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 15<sup>th</sup> day of February 2024. A copy was also posted on the Roy City Website and Utah Public Notice Website on this 15<sup>th</sup> day of February 2024.

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 Council Agenda Worksheet

**Roy City Council Meeting Date:** February 20, 2024

**Agenda Item Number: Action Item #1**

**Subject:** Roy Recreation Complex Fee Schedule

**Prepared By:** Michelle Howard

**Background:**

Parks and Recreation Department presenting Resolution 24-4 amending/accepting the Roy Recreation Complex Fee Schedule.

Daily Admission and Classes/Programs fees have not been changed in 8 to 10 years. Membership rates have not changed in over 18 years. With the rise in the costs of equipment, supplies, wages, etc. Complex management felt that it was necessary to adjust the fees charged at the Complex.

The fee schedule has been adjusted as follows:

- Daily Admission: increase by \$1.00
- Membership Pricing: increase by 25%
- Non-Resident Pricing: calculated at 20% above resident rate
- Added monthly Electronic Funds Transfer (EFT) option to Annual Membership
- To have clean round numbers, fees were rounded to the nearest \$5 or \$10
- Swim Lessons: adjusted to be competitive with pricing of neighboring agencies offering same service
- Court Rental: increase by 50% due to individualized benefit of the service
- Aerobics Room Rental: added pricing for aerobics room rental
- Removed Pool Rental and Facility Rental from fee schedule (these items are not services that are available)

**Recommendation (Information Only or Decision):** Decision

**Contact Person / Phone Number:** Michelle Howard, 801-774-1146

**RESOLUTION NO. 24-4**

**AMENDING FEES FOR THE ROY RECREATION COMPLEX AND ADOPTING THE  
ROY RECREATION COMPLEX FEE SCHEDULE.**

**WHEREAS**, Roy City charges fees associated with the admission, membership, classes and programs of the Roy Recreation Complex (the “Complex”); and

**WHEREAS**, Roy City has invested substantial funds to renovate the Complex; and

**WHEREAS**, the Parks and Recreation Director has evaluated the current fee structure and determined that it is inefficient and outdated; and

**WHEREAS**, Roy City finds that it is in the best interest to increase the fees associated with admission, membership, classes and programs of the Complex; and

**NOW THEREFORE**, be it resolved that effective February 20, 2024, the fees associated with the Roy Recreation Complex will be as follows:

<b>Daily Admission</b>	<b>Current:</b>	<b>New:</b>
Ages 3 & Under	Free	Free
Ages 4-7 Years	\$3.00	\$4.00
Ages 8-64 Years	\$4.00	\$5.00
Senior Ages 65 & Up	\$3.00	\$4.00
 <b>10 Punch Pass</b>	 <b>Current:</b>	 <b>New:</b>
Ages 4-7 Years	\$20.00	\$30.00
Ages 8-64 Years	\$28.00	\$40.00
Senior Ages 65 & Up	\$20.00	\$30.00
 <b>Memberships (Resident)</b>	 <b>Current:</b>	 <b>New:</b>
<b>Month Membership:</b>	\$25.00	\$35.00
<b>6 Month Membership:</b>		
Individual 8-17 Years	\$100.00	Eliminate
Individual 18+	\$150.00	Eliminate



Family (Base Fee)	\$150.00	Eliminate
Family, Additional Members	\$20.00 Each	Eliminate
<b>Year Membership:</b>		
Individual 8-17 Years	\$150.00	\$190.00
Individual 18-64 Years	\$240.00	\$300.00
Senior 65+	\$100.00	\$125.00
Family (Base Fee)	\$240.00	\$300.00
Family, Additional Members	\$20.00/Each	\$25.00/Each
<b>Year Membership Electronic Funds Transfer:</b>		
Individual 8-17 Years	N/A	\$20.00 Per Month
Individual 18-64 Years	N/A	\$30.00 Per Month
Senior 65+	N/A	\$15.00 Per Month
Family, Base Member	N/A	\$30.00 Per Month
Family, Additional Members	N/A	\$5.00/Each Per Month
<b>Memberships (Non-Resident)</b>	<b>Current:</b>	<b>New:</b>
<b>Month Membership</b>	\$30.00	\$45.00
<b>6 Month Membership:</b>		
Individual 8-17 Years	\$125.00	Eliminate
Individual 18+	\$185.00	Eliminate
Family (Base Fee)	\$185.00	Eliminate
Family, Additional Members	\$20.00 Each	Eliminate
<b>Year Membership:</b>		
Individual 8-17 Years	\$185.00	\$230.00
Individual 18-64 Years	\$290.00	\$360.00
Senior 65+	\$115.00	\$150.00
Family (Base Fee)	\$290.00	\$360.00
Family, Additional Members	\$20.00/Each	\$30.00/Each

**Year Membership Electronic Funds Transfer:**

Individual 8-17 Years	N/A	\$25.00 Per Month
Individual 18-64 Years	N/A	\$40.00 Per Month
Senior 65+	N/A	\$20.00 Per Month
Family, Base Member	N/A	\$40.00 Per Month
Family, Additional Members	N/A	\$5.00/Each Per Month

**Programs and Classes (not included with membership)**

<b>Swim Lessons</b>	<b>Current:</b>	<b>New:</b>
Pre-School	\$30.00	\$50.00
Level 1-6	\$40.00	\$55.00
<b>Water Aerobics</b>		
Adult	\$30.00	\$40.00
Senior	\$15.00	\$30.00
Drop-In	\$5.00	\$7.00

\*\$10 Discount for members on Programs and Classes

**Rentals**

<b>Basketball Court Rental</b>	<b>Current:</b>	<b>New:</b>
Per Hour	\$30.00	\$45.00
<b>Aerobics Room Rental</b>		
Per Hour	N/A	\$50.00
<b>Pool Rental</b>		
2 Hours	\$100.00 or \$2.00/person	Eliminate
<b>Evening Facility Rental:</b>	\$300.00	Eliminate

Passed this 20th day of February, 2024.

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Robert Dandoy  
Mayor

Attested and Recorded:

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Brittany Fowers  
City Recorder

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

Councilmember Saxton \_\_\_\_\_

Councilmember Jackson \_\_\_\_\_

Councilmember Sophie Paul \_\_\_\_\_

Councilmember Scadden \_\_\_\_\_

Councilmember Joe Paul \_\_\_\_\_

Roy City Parks and Recreation  
**Policy and Procedures**

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**Title:** Recreation Complex Fee Schedule

Policy Number: 5.1.3

Division: Complex

Adoption Date:

Resolution Number: *Resolution TBD*

Department Approval:

Approval Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Roy Recreation Complex Fee Schedule

**DAILY ADMISSION**

Ages 3 & Under	Free
Ages 4 – 7 Years	<del>\$34</del> .00
Ages 8 – 64 Years	<del>\$45</del> .00
Senior Ages 65 & Up	<del>\$34</del> .00

**10 PUNCH PASS**

Ages 4 – 7 Years	<del>\$2030</del> .00
Ages 8 – 64 Years	<del>\$2840</del> .00
Senior Ages 65 & Up	<del>\$2030</del> .00

**MEMBERSHIPS**

	Resident	Non-Resident
Month Membership	<del>\$2535</del> .00	<del>\$3045</del> .00

~~6-Month Membership~~

• <del>Individual 8 – 17 Years</del>	<del>\$100.00</del>	<del>\$125.00</del>
• <del>Individual 18+</del>	<del>\$150.00</del>	<del>\$185.00</del>
• <del>Family (Base Fee)</del>	<del>\$150.00</del>	<del>\$185.00</del>
• <del>Family, Additional Members</del>	<del>\$20.00/Each</del>	<del>\$20.00/Each</del>

Year Membership	Resident	Non-Resident	<u>Resident EFT</u>	<u>Non-Resident EFT</u>
• Individual 8 – 17 Years	<del>\$150</del> 190.00	<del>\$185</del> 230.00	<u>\$20.00</u>	<u>\$25.00</u>
• Individual 18 – 64 Years	<del>\$240</del> 300.00	<del>\$290</del> 360.00	<u>\$30.00</u>	<u>\$40.00</u>
• Senior 65+	<del>\$100</del> 125.00	<del>\$115</del> 150.00	<u>\$15.00</u>	<u>\$20.00</u>
• Family (Base Fee)	<del>\$240</del> 300.00	<del>\$290</del> 360.00	<u>\$30.00</u>	<u>\$40.00</u>
• Family, Additional Members	<del>\$20</del> 25.00/Each	<del>\$20</del> 30.00/Each	<u>\$5.00</u>	<u>\$5.00</u>

Roy City Parks and Recreation  
**Policy and Procedures**

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**PROGRAMS ~~/and~~ -CLASSES\*** (not included with membership)

Swim Lessons

- Pre-School      ~~\$30~~50.00
- Level 1 – 6      ~~\$40~~55.00

Water Aerobics

- Adult              ~~\$30~~40.00
- Senior            ~~\$15~~30.00
- Drop-In          ~~\$5~~7.00

\*\$10 Discount for members

**RENTALS**

Basketball Court Rental      ~~\$30~~45.00/Hour

~~Aerobics Room Rental~~      ~~\$50.00/Hour~~

~~Pool Rental (2 Hour)~~      ~~\$100.00 or \$2.00/Person (whichever is greater)~~

~~Evening Facility Rental~~      ~~\$300.00~~

## **Roy City Council Agenda Worksheet**

**Roy City Council Meeting Date:** February 20, 2024

**Agenda Item Number:** Action Item #2

**Subject:** Franchise Agreement with Connex

**Prepared By:** Matt Wilson

**Background:** Connex Networks LLC has signed the franchise agreement which allows them to establish a telecommunications network and offer faster internet to Roy City citizens.

**Recommendation (Information Only or Decision):** Decision

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

**RESOLUTION NO. 24-5**

**A RESOLUTION OF THE ROY CITY COUNCIL AUTHORIZING AN AGREEMENT  
WITH CONNEXT NETWORKS LLC FOR A TELECOMMUNICATIONS NETWORK**

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

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

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

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

**WHEREAS**, the City finds that Connex Networks LLC has the ability to provide telecommunications network services; and

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

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

Passed this 20th day of February, 2024.

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Robert Dandoy  
Mayor

Attested and Recorded:

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Brittany Fowers  
City Recorder

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

Councilmember Sophie Paul \_\_\_\_\_

Councilmember Scadden \_\_\_\_\_

Councilmember Saxton \_\_\_\_\_

Councilmember Joe Paul \_\_\_\_\_

Councilmember Jackson \_\_\_\_\_



## **TELECOMMUNICATIONS FRANCHISE AGREEMENT**

This Telecommunications Franchise Agreement (hereinafter "Agreement") is entered into by and between Roy City, Utah (hereinafter "City"), a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 5051 South 1900 West, Roy, Utah 84067, and Connex Networks LLC (hereinafter "Provider") with its principal offices located at 2655 G Avenue, Ogden, Utah 84401, collectively referred to as Parties.

### **WITNESSETH:**

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

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

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

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

### **ARTICLE ONE FRANCHISE AGREEMENT AND ORDINANCE**

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

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

1.3 **Ordinance Amendments.** City reserves the right to amend the Telecommunications Rights-of-Way Ordinance at any time. City shall give the Provider notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between Provider's rights and obligations under the Telecommunications Rights-of-Way Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, Provider agrees to comply with any such amendments.

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

1.5 **Assignment.** The rights granted by this Agreement may not be subdivided, assigned, or subleased to another person unless agreed to in writing by the City, unless to a successor entity, meaning to an entity merging with or acquiring Provider or acquiring substantially all of the assets of Provider, in which case the City's permission shall not be required. Notwithstanding the foregoing sentence, where the City's permission is required, the City may reasonably condition, deny, or delay approval of an assignment, sublease, or subdivision of the rights granted herein for any reason related to the assignee's ability to perform the Provider's obligations in this Agreement, including, but not limited to, financial weakness, a history of noncompliance with lawful franchise or contractual requirements in other jurisdictions, or evidence of inability or unwillingness to perform, subject to applicable law.

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

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



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

## **ARTICLE TWO FRANCHISE FEE**

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

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

## **ARTICLE THREE TERM AND RENEWAL**

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

3.2 **Rights of Provider Upon Expiration or Revocation.** Subject to applicable federal and state law, unless otherwise allowed in writing by the City, upon expiration of the franchise granted herein whether by lapse of time, by agreement between the Provider and the City, or by revocation or forfeiture as provided herein, and if no renewal, replacement, or extension thereof is anticipated, the Provider shall remove from the Rights-of-Ways any and all of its Telecommunications Systems that are no longer in use, and shall, immediately upon such removal, restore the Rights-of-Way from which such Telecommunications Systems is removed to as good condition as the same was before the removal was effected, ordinary wear and tear and damages not caused by Provider excepted. In the alternative, Provider may, with the written approval of the City, abandon some or all of the Telecommunications Systems in place. For so long as Provider's Telecommunications Systems remain in the Rights-of-Way, unless abandonment in place has been approved as outlined in this Agreement, or does any work in connection with its Telecommunications Systems in the Rights-of-Way, including after the expiration or termination of the franchise granted herein, Provider shall remain subject to the

duties and obligations of Articles regarding Franchise Fee, Public Use Rights, Police Powers, Work in Rights-of-Way, Insurance and Indemnification, and Security for Performance of this Agreement, and any other duties and obligations set forth under the Telecommunications Rights-of-Way Ordinance, as amended.

#### **ARTICLE FOUR PUBLIC USE RIGHTS**

4.1 **City Uses of Poles and Overhead Structures.** The City shall have the right, without payment of attachment fees, to use approved poles owned by the Provider within the City for fire alarms, police signal systems, or similar governmental, non-commercial purposes and subject to the Provider's reasonable safety and availability review.

4.2 **Limitations on Use Rights.** Nothing in this Agreement shall be construed to require the Provider to increase pole capacity or do any make-ready work, alter the manner in which the Provider attaches equipment to the poles, or alter the manner in which the Provider operates and maintains its equipment. Such City attachments shall be installed and maintained in accordance with the reasonable requirements of the Provider and the then-current National Electrical Safety Code. City attachments shall be attached or installed only after written approval by the Provider, which approval will be processed in a timely manner and will not be unreasonably withheld, conditioned, or delayed.

4.3 **Maintenance of City Facilities.** The City's use rights shall also be subject to the parties reaching an agreement regarding the City's maintenance of the City attachments at the City's expense.

#### **ARTICLE FIVE POLICE POWERS**

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

#### **ARTICLE 6 INSTALLATION, RELOCATION, AND REPAIRS**

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



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

6.3 **Standards and Specifications.** All work in the Rights-of-Way shall be done in a safe manner and shall follow the City Ordinances and City Standards and Specifications ("Standards and Specifications") and the Manual of Uniform Traffic Control Devices (MUTCD). Upon the City's reasonable request, the Provider will provide the City with a status report of such measures.

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

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

6.6 **Underground Installation.** Unless otherwise provided herein, all of Provider's facilities within the City shall be constructed underground. Provider may be permitted to install facilities overhead if: (1) it is infeasible to go underground at the time; (2) lines can be placed on already existing poles; and (3) Provider agrees to move the facilities underground at Provider's sole cost and expense when the City directs and so long as the City, at the same time, directs all other franchisees with overhead facilities in the same location to move their facilities underground. Nothing herein shall require the Provider to convert existing overhead facilities to underground facilities until and unless all other providers in the same location are required to do so under the same non-discriminatory terms and conditions.

6.7 **Coordinated Installation.** To prevent and/or minimize the number of cuts to and excavations within the Rights-of-Way, Provider shall coordinate with the City and other utilities or users of the Rights-of-Way, when such cuts and excavations will be made. To the extent the same does not materially increase Provider's costs or otherwise materially impact Provider's operations, and subject to applicable law, Provider's installation, repairs, or maintenance of lines and facilities within the Rights-of-Way shall be made in the same trench and at the time other installations, repairs, or maintenance of facilities are conducted within the Rights-of-Way. The City will give the Provider a schedule of street repairs in advance of City work which schedules



may be subject to change based upon funding. In addition, the City will hold regular meetings with the Provider to provide updates on road projects and opportunities to share costs of burying lines.

**6.8 Damage to Public Property.** If, during the course of installation, removal, inspection, or work on its Telecommunications Systems, the Provider, its officers, agents, contractors, or employees causes damage to or impermissibly alters any Rights-of-Way or City property other than damage from ordinary wear and tear and other damages not caused by Provider, the Provider shall (at its own cost and expense, and in accordance with the City Standard and Specifications) replace and restore it to as good a condition as existed before the work commenced within such reasonable time as the City shall require, and shall be liable to the City for any reasonable costs and expenses incurred by the City as a result of such damage or alteration. Provider shall, prior to commencing work in the Rights-of-Way or other City public places, obtain a permit to perform such work from the City. The Provider will abide by all lawful applicable ordinances, rules, regulations, including the City Standard and Specifications for such work. The Provider shall give the City the telephone number of the Provider's representative for contact in an emergency. This section shall survive termination or expiration of this Agreement.

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

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

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

**6.12 Relocation.** Whenever the City shall, in the interest of the public convenience, necessity, health, safety, and general welfare require the relocation or reinstallation of any Telecommunications Systems within a Right-of-Way, Provider shall, upon not less than 90 days



prior notice, thereafter, promptly commence and diligently complete such work to remove and relocate or reinstall such Telecommunications Systems as may be necessary to meet the requirements of the City. Notwithstanding the foregoing requirement, the Provider shall use commercially reasonable efforts to relocate its Facilities upon 45 days prior written notice from the City, when requested by the City due to an Emergency, or as the parties may otherwise agree in writing. Such relocation, removal or reinstallation by the Provider shall be at no cost to the City (for clarity, except to the extent the same is requested for beautification purposes). The Provider may ask for a meeting with the City to discuss the relocation and alignment for the relocated Telecommunications Systems. Provider will not be required to relocate the same facility at its own expense more than once every ten (10) years, barring an emergency. If a City project is funded by federal or State monies that specifically includes an amount allocated to defray the expenses of relocation of Telecommunications Systems, the City shall reimburse the Provider up to the extent of such specified and demonstrated amount for any actual relocation costs mandated by the project to the extent that the City actually receives such federal or State funds expressly earmarked for that purpose. The requirements of this Section shall not be construed to be in derogation of any right or cause of action for reimbursement the Provider may have against a developer or other private interest which causes the need to move its lines or Telecommunications Systems or the right of Provider to negotiate the terms and conditions of such relocation with the developer or other private interest prior to relocation.

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

- (a) Interfere with access to or use of any water or fire hydrant; obscure the view of or interfere with the installation of any traffic-control device or traffic or information sign or signal;
- (b) Interfere with sight distance established by any ordinance or law;
- (c) Obscure the light from any streetlight;
- (d) Cross any water or sewer line except at a 90-degree angle, except in accordance with a specific permit for such crossing issued by the City or in the instance that Provider's Telecommunications Systems were installed before such water or sewer line was installed;
- (e) Damage irrigation, landscaping, or trees owned or maintained by the City;
- (f) Damage any communications lines owned or maintained by the City;
- (g) Install Telecommunications Systems in the paved sidewalk area unless authorized in advance by the City; the foregoing does not limit Provider's right to maintain existing, City-approved Telecommunications Systems; and
- (h) Install Telecommunications Systems in the fall and winter months, meaning no installation of Telecommunications Systems shall occur between the months of October through March. Installation by the Provider is permitted between October and March, contingent upon obtaining express written consent from City's Public Works Director.



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

**6.15 As-Built Drawings.** Upon request, Provider shall within a reasonable time, but no more than 90 days, develop and deliver to the City maps of its Telecommunications Systems; provided that Provider may exclude details Provider considers to be proprietary, trade secrets, or the disclosure of which would cause network security concerns and in a format reasonably requested by the City.

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

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

## **ARTICLE SEVEN**

### **EARLY TERMINATION, REVOCATION OF FRANCHISE, AND OTHER REMEDIES**

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

- (a) The Provider fails to make timely payments of the Telecommunication License Tax and does not correct such failure within thirty (30) calendar days after receipt of written notice by the City of such failure; provided, however, that any payment made pursuant to such request shall not be deemed to constitute a waiver of the City's right to challenge the calculation of the franchise fee;
- (b) The Provider, by act or omission, violates a material duty under this Agreement that is within the Provider's control and for which specific redress is not expressly provided elsewhere in this Agreement and the Provider fails to remedy the violation in conformance with the procedures set forth in Section 7.2; or



- (c) The Provider becomes insolvent, unable, or unwilling to pay its debts when due; is adjudged bankrupt; or all or part of its Facilities should be sold under an instrument to secure a debt and is not redeemed by the Provider within sixty (60) days.

**7.2 Procedure for Termination.** The City shall hold a hearing to determine if Provider has violated a material duty of this Agreement. In the event the City determines that Provider has violated a material duty under this Agreement, the City shall provide written notice of such determination to the Provider. Provider shall commence and diligently pursue efforts to remedy the conditions identified in the notice ("Conditions"). Provider shall have thirty (30) calendar days from the date it receives notice to remedy the Conditions, or, if the violation is of such nature or due to flood, earthquake, or other act of God, riot, civil unrest, war, or other event beyond the control of Provider and a longer time is necessary to remedy the Conditions, then the time needed to remedy the Conditions ("Correction Time") shall be extended for such time as is actually necessary to remedy the Conditions; provided, however, that the reason for the failure to remedy the Conditions within the Correction Time must not be the intentional or negligent act or omission of the Provider in remedying the Conditions. After the expiration of the Correction Time, if the Provider has failed to remedy the Conditions, the City may declare the Franchise forfeited and this Agreement terminated, and thereupon, the Provider shall have no further rights or authority hereunder.

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

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

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

## **ARTICLE EIGHT PARTIES' REPRESENTATIVES**

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

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

With copies sent to the following:

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

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

Connex Networks LLC  
ATTN: [ ] David Brown  
[Address] 1186 E 4600 S 3rd Floor, Ogden UT 84403

With copies sent to the following:

[Business Name] Connex Networks LLC  
ATTN: [Legal] Legal Department  
[Address] 1186 E 4600 S 3rd Floor, Ogden UT 84403

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

## ARTICLE NINE INSURANCE AND INDEMNIFICATION

9.1 **Insurance.** Prior to commencing operations in the City pursuant to this Agreement, the Provider shall furnish to the City evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that the Provider is



effectively self-insured if the Provider has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by the Provider from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage acceptable to the City.

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

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

## **ARTICLE TEN GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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



10.12 **Severability.** If any section, sentence, paragraph, term, or provision of this Agreement or the Telecommunications Rights-of-Way Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any State or federal, legislative, regulatory, or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal, or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term, or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof unless the Agreement cannot reasonably be construed to effectively implement the intent of the parties as provide herein. Notwithstanding the foregoing, if the invalidated portion is considered a material consideration for entering into this Agreement, the parties will meet and confer on a mutually acceptable amendment to this Agreement. As used herein, “material consideration” for the City is its ability to collect the Telecommunications License Tax during the term of this Agreement and its ability to manage the Rights-of-Way as provided in this Agreement, and the Telecommunications Rights-of-Way Ordinance. For Provider, “material consideration” is the franchise fee it is required to pay the City hereunder and its ability to use the Rights-of-Way for telecommunication purposes as provided in this Agreement, and the Telecommunications Rights-of-Way Ordinance.

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

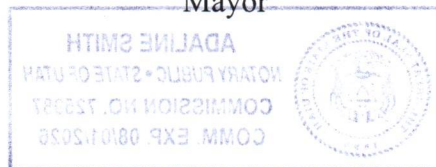
IN WITNESS HEREOF, the parties have executed this Agreement in duplicate, each of which shall be deemed an original.

Signed and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

“City”  
**Roy City**

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

**ATTEST:**



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

"Provider"  
Connex Networks LLC

By: David Brown

David Brown Member Manager  
(Print Name and Title Here)

### PROVIDER ACKNOWLEDGMENT

STATE OF Utah )  
COUNTY OF Wasatch )  
:SS.

On the 8th day of February,  
2024, personally appeared before me David Brown,  
who being by me duly sworn did say that he/she/they is/are the Member Manager  
of **Connex Networks LLC**, and that the foregoing instrument was signed in behalf of  
said companies by authority of its members and/or board of directors,  
and he/she/they acknowledged to me that said companies executed the same.

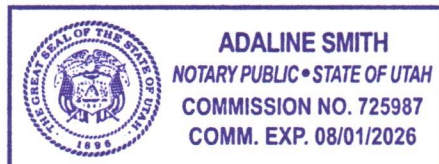
Notary Public Adaline Smith

My Commission Expires:

08/01/2026

Residing at:

ogden, Utah



## **Roy City Council and RDA Agenda Worksheet**

**Roy City Council and RDA Meeting Date:** 2/20/2024

**Agenda Item Number:** Action Item #3

**Subject:** Resolution to Amend the City Center RDA Project Area

**Prepared By:** Brody Flint

### **Background:**

In the creation of the Southeast 1900 CRA project area there were four parcels added to the project area that had previously been a part of the older City Center project area. The four parcels cannot be part of two different project areas. This resolution is to remove the four parcels from the City Center project area and amend the City Center Area Plan to continue without these four parcels so that they are part of the 1900 Southeast CRA project area. Removal of the parcels in this manner is consistent with Utah Code 17C-2-100(3)(4).

The four parcels are essentially the area on the southwest corner of 5600 South and 1900 West. (see attached map)

It will be beneficial to Roy City and the RDA for these parcels to be part of the 1900 Southeast CRA project area. Staff would recommend removing the parcels from the City Center RDA project area and allowing them to be part of the Southeast 1900 project area.

This change will be required to be made in both the RDA meeting and then ratified by the City Council.

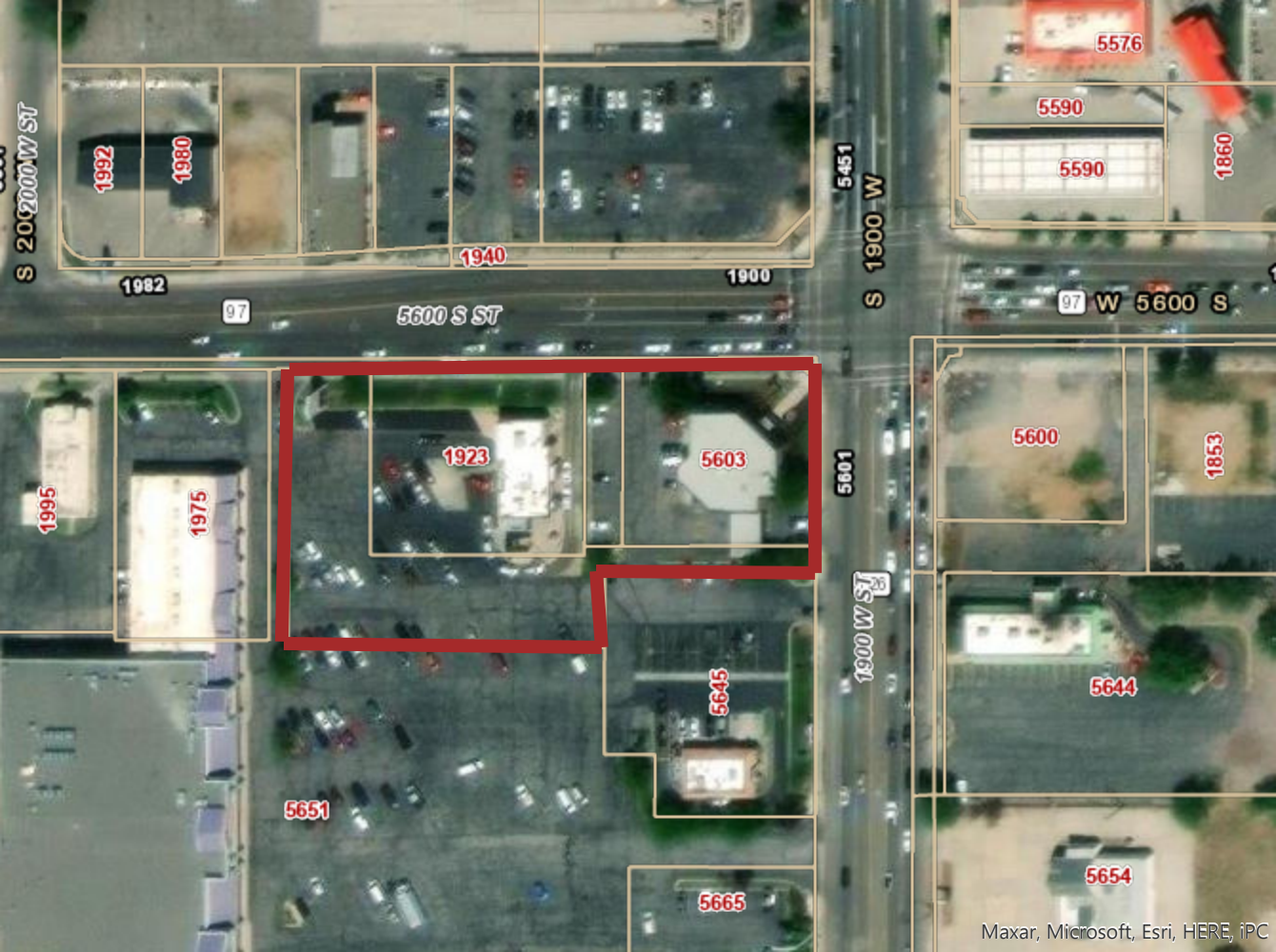
### **Recommendation (Information Only or Decision):**

Decision

### **Contact Person / Phone Number:**

Brody Flint







## **ORDINANCE NO. 24-3**

**AN ORDINANCE ADOPTING THE AMENDED CITY CENTER REDEVELOPMENT PROJECT AREA PLAN, AS APPROVED BY THE REDEVELOPMENT AGENCY OF ROY CITY, AS THE OFFICIAL REDEVELOPMENT PROJECT AREA PLAN FOR THE PROJECT AREA AND DIRECTING THAT NOTICE OF THE ADOPTION BE GIVEN AS REQUIRED BY STATUTE.**

**WHEREAS** the Board of the Redevelopment Agency of Roy City (the “Agency”), having prepared an Amended Project Area Plan (the “Plan”) for the City Center Redevelopment Project Area (the “Project Area”), which removed four parcels from the Original Project Area which are now part of the Roy 1900 Southeast Community Reinvestment Area, the removed parcel list is attached hereto as **EXHIBIT A**, pursuant to Utah Code Annotated (“UCA”) § 17C-2-103 and 17C-2-110, adopted the Plan as the Official Redevelopment Plan for the Project Area attached hereto as **EXHIBIT B**; and

**WHEREAS** the Utah Community Reinvestment Agency Act (the “Act”) mandates that, before an amended redevelopment project area plan approved by an agency under UCA § 17C-2-110 may take effect, it must be adopted by ordinance of the legislative body of the community that created the agency in accordance with UCA § 17C-2-110; and

**WHEREAS** the Act also requires that notice is to be given by the community legislative body upon its adoption of an amendment to a redevelopment project area plan under UCA § 17C-2-110, 17C-2-108, and 17C-2-109.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF ROY CITY AS FOLLOWS:**

- 1.** The City of Roy hereby adopts and designates the Amended Project Area Plan, as approved by the Agency Board, as the official plan for the Project Area (the “Official Plan”).
- 2.** City staff and consultants are hereby authorized and directed to publish or cause to be published the notice required by UCA § 17C-2-108, whereupon the Official Plan shall become effective pursuant to UCA § 17C-2-108(2).
- 3.** Pursuant to UCA § 17C-2-108(4), the Agency may proceed to carry out the Official Plan upon its adoption.
- 4.** This ordinance shall take effect upon publication.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF ROY CITY, STATE OF UTAH, ON THIS 20<sup>TH</sup> DAY OF FEBRUARY 2024.**

ROY CITY

---

Mayor Robert Dandoy

**Attest:**

---

Brittany Fowers, City Recorder

# Exhibit A

## PROJECT AREA PARCELS REMOVED

Parcel_ID	Owner	Acres
09-101-0005	Utah Department of Transportation	0.47
09-101-0019	Utah Department of Transportation	0.09
09-340-0003	RC Centre LC	0.55
09-340-0006	RC Centre LC	0.53
Total		1.64

# Exhibit B

## AMENDED PROJECT AREA PLAN

### Amendment #1 to City Center Redevelopment Project Area

Pursuant to Utah Code Annotated (“UCA”) § 17C-2-110, the City Center Redevelopment Project Area (the “Project Area”) within Roy City (the “City”) is amended to remove the following parcels, as they are part of the Roy 1900 Southeast Community Reinvestment Area and are no longer necessary to the Project Area.

**Table 1: Parcels Removed from City Center**

Parcel_ID	Owner	Acres
09-101-0005	Utah Department of Transportation	0.47
09-101-0019	Utah Department of Transportation	0.09
09-340-0003	RC Centre LC	0.55
09-340-0006	RC Centre LC	0.53
<b>Total</b>		<b>1.64</b>

Except as expressly modified in this Amendment, all other sections of the Original Project Area Plan adopted in 1995 remain in full force and effect.

## Roy City Council Agenda Worksheet

**Roy City Council Meeting Date:** February 20, 2024

**Agenda Item Number:** Discussion Item #1

**Subject:** Roy Recreation Complex Participating Cities Program

**Prepared By:** Michelle Howard

**Background:**

The Roy Recreation Complex has an operational agreement with Riverdale City which allows Riverdale City residents to receive 10% off non-resident membership pricing at the Roy Complex.

The membership purchase is managed through Riverdale City. Roy City Recreation Complex maintains membership records and invoices Riverdale City monthly for memberships obtained through the Participating City Program. This system has worked well and proven to be mutually beneficial to both Roy City and Riverdale City. As a benefit to their residents, Riverdale City pays 50% of the membership price and Riverdale resident pays 50% of the membership price.

	2024 Roy Resident	2024 Non-Resident	2024 Participating City Rate
<b>Month Membership</b>			
Individual (all ages)	\$30.00	\$45.00	\$40.50
<b>Annual Membership</b>			
Individual 8-17 years	\$190.00	\$230.00	\$207.00
Individual 18-64 years	\$300.00	\$360.00	\$324.00
Individual 65+ (Senior)	\$125.00	\$150.00	\$135.00
Family- Additional Member	\$25.00	\$30.00	\$27.00
Family – Base Fee	\$300.00	\$360.00	\$324.00

**Additional Information:**

For reference, a copy of Roy City Recreation Complex Operating Procedure: *Recreation Complex Discounts and Specialty Pricing* is attached.

**Discussion:**

City Council should discuss the Participating Cities Program and provide direction to staff on future direction of the program.

**Recommendation (Information Only or Decision):** Decision

**Contact Person / Phone Number:** Michelle Howard, 801-774-1146

## **Roy City Council Agenda Worksheet**

**Roy City Council Meeting Date:** 20 Feb 2024

**Agenda Item Number: Discussion Item #2**

**Subject:** Roy City Street Widening 3100 West (Between 6000 South and County Line)

**Prepared By:** Bob Dandoy

**Background:**

- The 3100 West Street between 6000 South and the Weber / Davis County border in Clinton City is very narrow and creates hazardous conditions for traffic, people collecting mail, and pedestrian biking and walking.
- With the new roundabout scheduled and planned to be located at the intersection of 6000 South and 3100 West, consideration should be given to mitigate the risks by widening the approximate 600 feet of street.

**Discussion:** See attachment.

**Recommendation (Information Only or Decision):** Discussion Item Leading to Direction going Forward.

**Contact Person / Phone Number:** Bob Dandoy

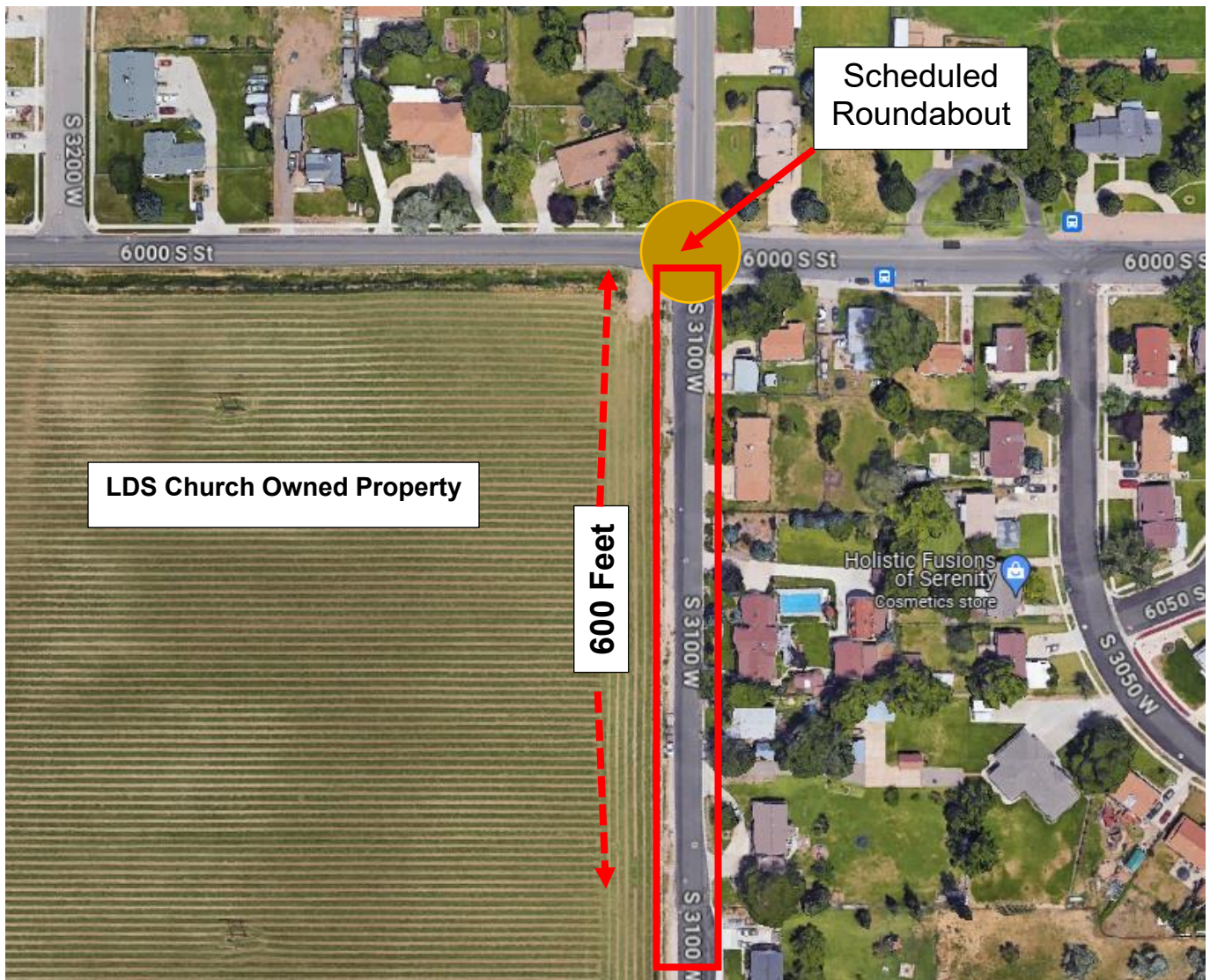
**Roy City Street Widening**  
3100 West  
Between 6000 South and Weber / Davis County Border

**ISSUE:** The 3100 West Street between 6000 South and the Weber / Davis County border in Clinton City is very narrow and creates hazardous conditions for traffic, people collecting mail, and pedestrian biking and walking. With the new roundabout scheduled and planned to be located at the intersection of 6000 South and 3100 West, consideration should be given to mitigate the risks by widening the approximate 600 feet of street.

**BACKGROUND:**

- The following illustration (Illustration 1) outlines the area in question. It shows the applicable street and the planned roundabout locations. It shows the estimated 600 feet of narrow street in Roy.

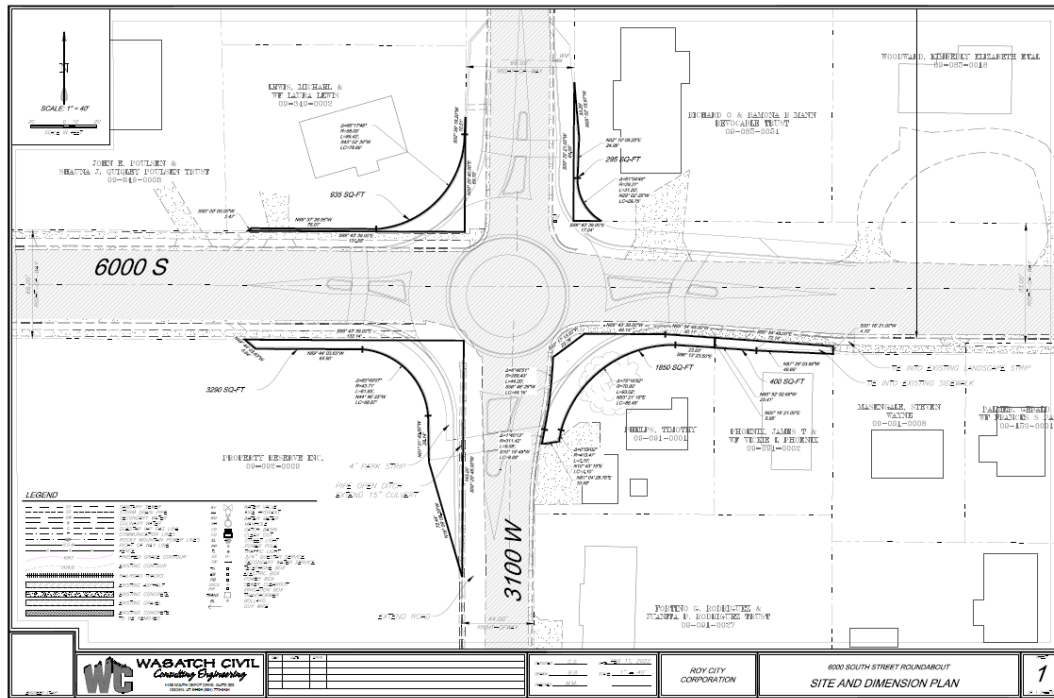
***Illustration 1***



- The following illustration (Illustration 2) provides a diagram of the size and shape of the planned roundabout scheduled to be placed at the intersection of 3100 West 6000 South. Notice the little extra land in the southwest corner of the Site and Dimension Plan that is needed to accommodate the roundabout connection to 3100 West Street. The City may have already purchased some of this land.

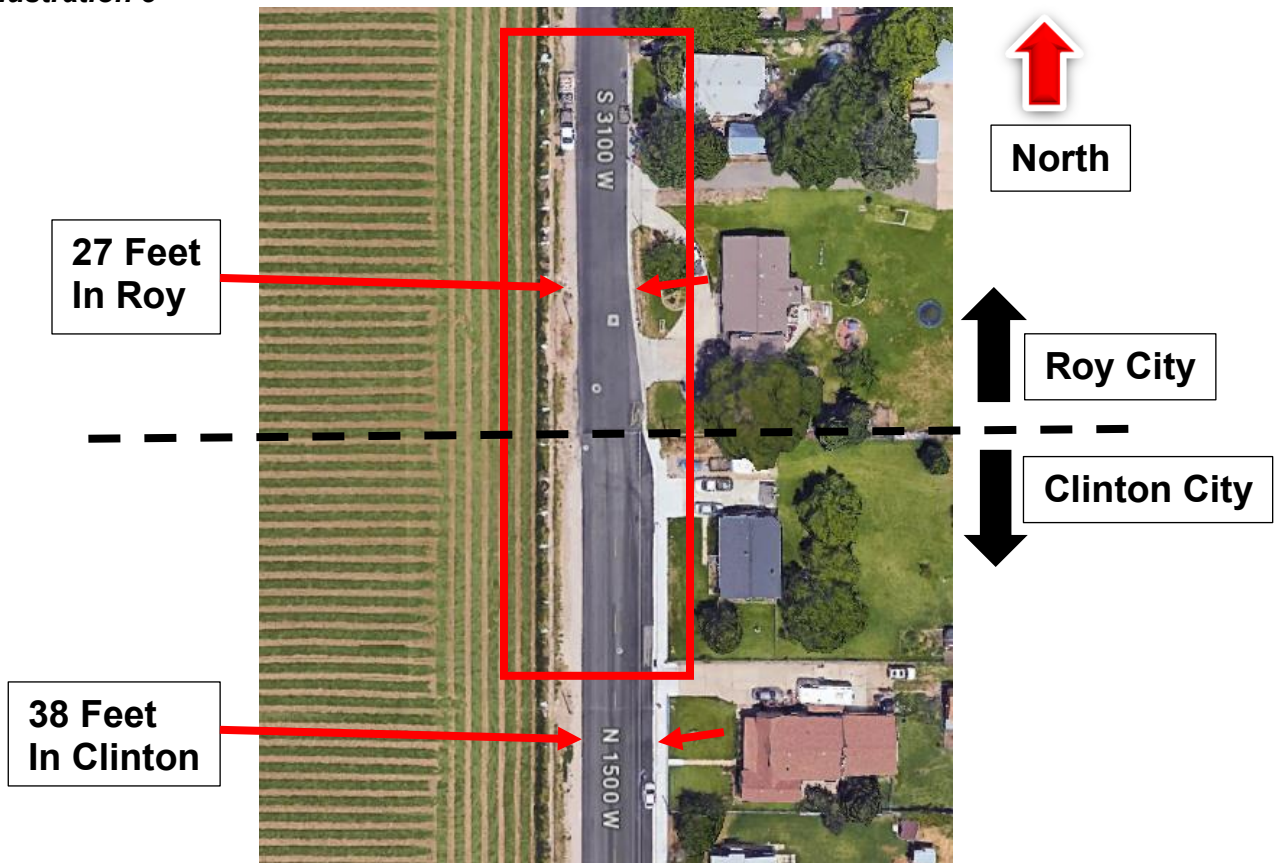


**Illustration 2**



- The following illustration (Illustration 3) shows the location of the border between the cities and the spot where the street narrows coming north into Roy. The width of the street in both cities is clearly defined. There is sidewalk and street parking space on the Clinton side of 3100 West, but not Roy Side.

**Illustration 3**





## DISCUSSION:

- Illustrations 4, 5, and 6 provide a visual representation of the issue and the safety concerns. There is no room on 3100 West Street to park a vehicle in the road except in the dirt on the west side. Barely enough space to place a garbage or recycle can. There are hazards just going out to pickup mail which requires residents to be in this busy street. There are no safe sidewalks or biking paths in this area.

***Illustration 4***



***Illustration 5***



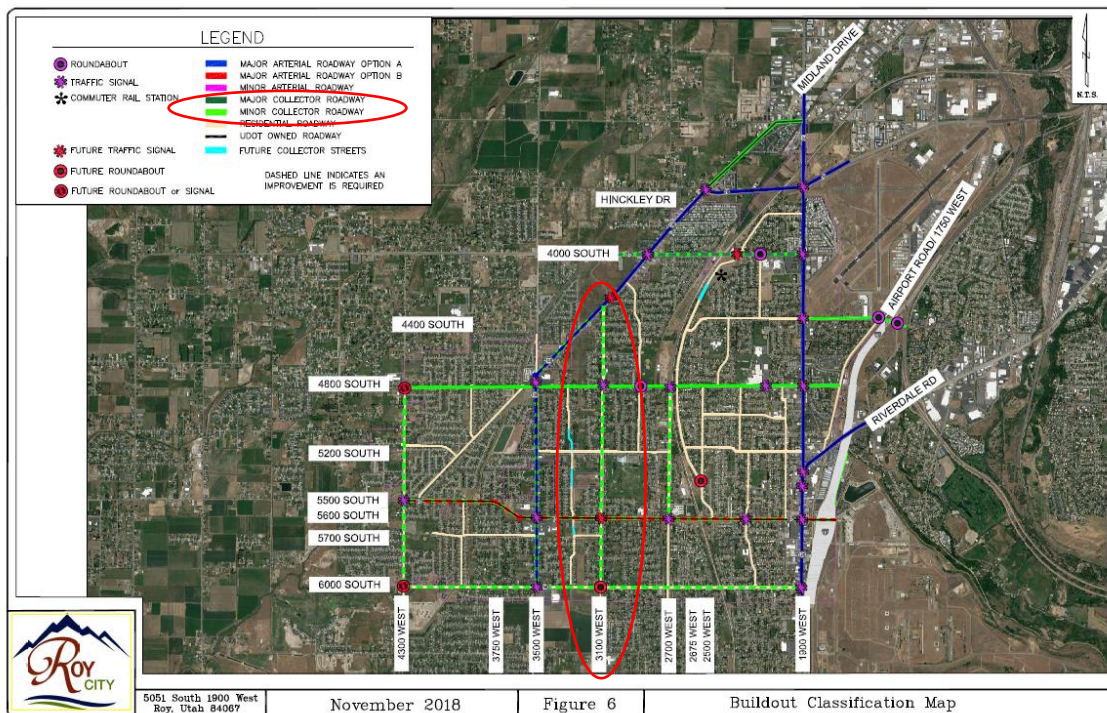


**Illustration 6**



- The 2019 approved Roy City Transportation Plan clearly shows that the 3100 West Street is a Minor Collector Roadway (See Illustration 7).

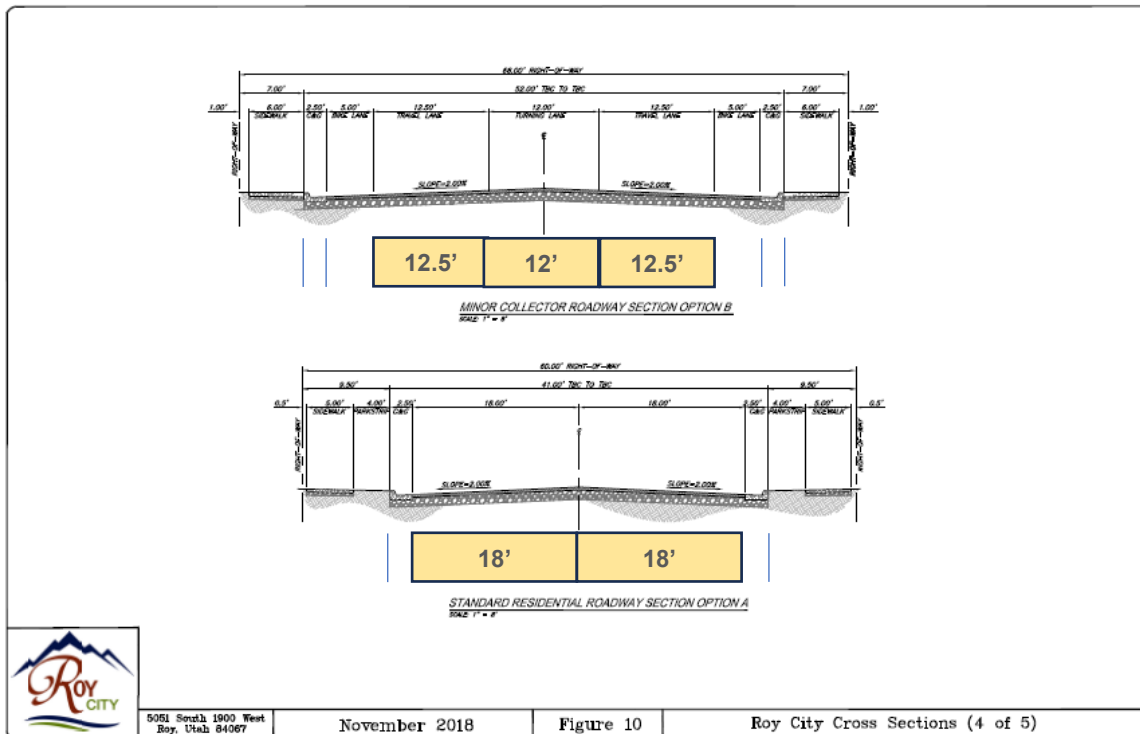
**Illustration 7**



- The Roy City Transportation Plan clearly states that the width on a Minor Collector Roadway or a Standard Residential Roadway should be a minimum of 36 feet (see Illustration 8).



## Illustration 8



- Although 3100 West is classified as a Minor Collector Roadway within the Roy Transportation Plan and should have a minimum width of 36 feet, its actual width at this location is close to 27 feet, far short of a Standard Residential Roadway.
- To minimize the financial impacts needed to widen 3100 West Street there is open space on the west side (see Illustration 9), mitigating the need of impacting housing properties on the east side. The proposed widening acquisition costs must address land, adjustments to small irrigation canal, and the relocation of three power / telephone poles. This approach will result in a small “S” curve on this street.

## Illustration 9



**RECOMMENDATION:**

- Direct the City Manager / Community Development Director to prepare a Letter-of-Intent to submit to the Weber County Local Transportation Funds coordinator, Brook Stewart. The letter will be due on Monday May 6<sup>th</sup>, 2024, or the first Monday in June. The actual date is still being worked out.
- Once the Letter of Intent is filed, the city will need to prepare an application package that identifies specific details on the 3100 West Street widening project, to include estimated costs. Our Wasatch Civil contractor should be able to provide most of this package information. The City would be expected to provide some level of matching funds for this project.
- The Weber Area Council of Governments (WACOG) Transportation Subcommittee will assess all the applications and make final recommendations to the WACOG committee made up of county commissioners and mayors. It is hoped that 2027 program funds will be earmarked for this improvement project. Yes, it pushes the widening of 3100 West Street out three years after the roundabout is expected to be completed on 3100 West 6000 South, but at least it is a starting point to correct this hazardous condition.

**(Mayor Dandoy / Feb 2024)**

## **Roy City Council Agenda Worksheet**

**Roy City Council Meeting Date:** 20 Feb 2024

**Agenda Item Number:** Discussion Item #3

**Subject:** Ambulance License Request from Weber Fire District

**Prepared By:** Theron Williams

**Background:**

**Follow-up discussion post First Profession Services presentation, regarding EMS services in Hooper and West Haven based on closest response time.**

**Recommendation (Information Only or Decision):** Discussion

**Contact Person / Phone Number:** Theron Williams

# Weber Fire District Ambulance License Request

## **Purpose:**

Weber Fire District requests that the Roy City Fire Department release the ambulance license to the West Haven and Hooper area. The state would need a formal letter to the State Bureau of EMS from the Roy City Fire Chief releasing the license for this to occur. Suppose Roy City is unwilling to release the ambulance license voluntarily. In that case, Weber Fire will submit to the state a request to contest the ambulance license and move towards having the state removed from Roy. If the state determines Weber Fire can provide better ambulance services to the citizens of the respected cities, the licensure will be given to Weber Fire District.

Weber Fire District is requesting the license by July 1, 2024.

## **Weber Fire District Station Locations and Future Plans:**

The new fire station being built for Station 63 will be located at approx. 2550 W 3600 S. West Haven

The all-new station in Hooper (most likely Station 67) will be at approx—5500 S 5500 W. Just east of the Sinclair.

Construction on both is expected to start in early 2026.

In July, the plan is to place an ambulance at Station 63 (4700 W 4000 S).

It's difficult to say 100% in the future because we're not sure precisely what the demand will be, but we'll most likely move the A63 to the new station once it's completed.

## **Response:**

Roy Fire will continue to respond to Hooper and West Haven with the plan of operating on the closest response model (Closest Fire Station). Roy's ambulance will respond second in case Weber Fire's ambulance is busy, or Roy's will be dispatched first if we are closer to the call. Roy's paramedics will continue to provide Advanced life support as previously.

## **Nursing Homes Response:**

Roy will respond to Peach Tree Assisted Living, and Weber will respond to Lotus Park.

**Examples of Response Times:****Travel times from Station 32****Hooper locations**

5895 S 4400 W	6 min
Freedom Elementary	5 min
5908 S 5900 W	8 min
4453 W 5225 S	5 min
Montauk Kennel Club	12 min
7100 W 5900 S	10 min

**West Haven locations**

3848 W 4525 S	4 min
Peachtree	3 min
Lotus Park	6 min
Rocky Mtn Jr High	5 min
West Haven Elementary	6 min
Settlers Landing	6 min

**Travel times from Station 63****Hooper locations**

5895 S 4400 W	6 min
Freedom Elementary	5 min
5908 S 5900 W	6 min
4453 W 5225 S	5 min
Montauk Kennel Club	9 min
7100 W 5900 S	9 min

**West Haven locations**

3848 W 4525 S	3 min
Peachtree	4 min
Lotus Park	5 min
Rocky Mtn Jr High	3 min
West Haven Elementary	3 min
Settlers Landing	6 min

\* ran @ 21:00 hours

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**Transports from 63's area (per Dispatch)**

FY 2020 ..... 270

FY 2021 ..... 288

FY 2022 ..... 367

FY 2023 ..... 481



