



## ROY CITY

**Roy City Council Agenda**  
**April 19, 2016 – 6:00p.m.**  
Roy City Council Chambers  
5051 South 1900 West

Moment of Silence and Pledge of Allegiance: Councilmember Becraft

1. Approval of April 5, 2016, City Council Minutes
2. Consideration of Approval of Converting a Portion of a Static Billboard to a Digital Billboard Located at Approximately 5990 South 1900 West
3. Consideration of Resolution No. 16-17 Approving an Interlocal Agreement between Weber County and Roy City for Recreation, Arts, Museum and Parks (“RAMP”) Funding – North Park Reconstruction
4. Consideration of Resolution No. 16-18 Approving an Interlocal Agreement between Weber County and Roy City for Recreation, Arts, Museum and Parks (“RAMP”) Funding – Farmers Market
5. Consideration of a Request for Preliminary Subdivision Approval for Premier Funeral Holdings a Commercial Subdivision Located at Approximately 5355 South 1950 West
6. Discussion of Arts Council Members
7. Discussion of New Roy City Logo and Light Pole Banners
8. City Managers Report
9. Public Comments
10. Mayor and Council Report
11. Adjourn

### City Council Work Session Agenda

1. Discussion of City Website Redesign Proposals
2. Discussion of Roy City Five Year Strategic Plan

*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.*

#### 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 April 2016. A copy was also provided to the Standard Examiner and posted on the Roy City Website on the 15<sup>th</sup> day of April, 2016.

AMY MORTENSON,  
ROY CITY RECORDER

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Roy City Council Agenda Information – (801) 774-1020



**Roy City Council Minutes**  
**April 5, 2016 – 6:00p.m.**  
City Council Chambers  
5051 South 1900 West

Moment of Silence and Pledge of Allegiance: Councilmember Yeoman

1. Approval of March 15, 2016 City Council Minutes
2. Swearing in of New Roy City Police Officers
3. Consideration of Resolution No. 16-12 Approving an Additional Crossing Guard Position
4. Consideration of Resolution No. 16-13 Amending the Personnel Policy Manual regarding Police Department Uniform Allowance
5. Consideration of Resolution No. 16-14 Temporarily Suspending the Roy City Master Police Officer Program
6. Consideration of Resolution No. 16-16 Designating Roy City West Park as an Area Where Orders to Disperse are Authorized and Gang Loitering is Prohibited
7. Request for Approval of an Alcoholic Beverage License for Rayka Food Mart, Located at 3971 South 1900 West
8. Discussion of Potential Acquisition of Property for a Roy City Cemetery
9. Discussion of Website Redesign Proposals
10. Survey Update
11. City Managers Report
12. Public Comments
13. Mayor and Council Report
14. Adjourn



**Roy City Council Minutes**  
**April 5, 2016 – 6:00p.m.**  
City Council Chambers  
5051 South 1900 West

Minutes of the Roy City Council Meeting held April 5, 2016, at 6:00 p.m. in the City Council Room of the Roy City Municipal Building.

The meeting was a regularly scheduled meeting designated by resolution. Notice of the meeting was provided to the *Standard Examiner* at least 24 hours in advance. A copy of the agenda was posted.

The following members were in attendance:

Councilmember Marge Becraft  
Councilmember Bob Dandoy  
Councilmember Brad Hilton  
Councilmember Karlene Yeoman

City Attorney Clint Drake  
City Recorder Amy Mortenson

Excused: City Manager Andy Blackburn and Councilmember Tafoya

Also present were: Deputy Police Chief, Aaron Perry, Public Works Director, Ross Oliver, Management Services Director, Cathy Spencer, Brooke Perkins, Greg Sagen, Aybree McBride, Dallen Russell, Allana Green, D.L. Thurman, Christee Kyte, Kathie Darby and Emily Beeli.

Moment of Silence: Councilmember Yeoman  
Pledge of Allegiance: Councilmember Yeoman

1. APPROVAL OF MINUTES FOR THE MARCH 15, 2016, CITY COUNCIL MEETING AND MARCH 1, 2016

**Councilmember Hilton moved to approve the minutes of March 15, 2016 as written. Councilmember Becraft seconded the motion. All Councilmembers voted “aye.” The motion carried.**

2. SWEARING IN OF NEW ROY CITY POLICE OFFICERS

Deputy Police Chief Perry introduced three new Police Officers. They were Stuart Hackworth, Robert Jackson and Andres Olavarrieta. City Recorder, Amy Mortenson swore in the officers.

3. CONSIDERATION OF RESOLUTION NO. 16-12 APPROVING AN ADDITIONAL CROSSING GUARD POSITION

Deputy Chief Perry stated this additional position would be located at 5600 South and 2100 West for the Jr. High students. He also stated that because this crossing was on a State road that Roy City was mandated to provide a Crossing Guard.



Councilmember Hilton felt this matter was pretty straight forward.

**Councilmember Hilton moved to approve Resolution No. 16-12 approving an additional Crossing Guard position. Councilmember Dandoy seconded the motion. A roll call vote was taken: All City Council Members voted “aye.” The motion carried.** (Copy filed for record).

4. CONSIDERATION OF RESOLUTION NO. 16-13 AMENDING THE PERSONNEL POLICY MANUAL REGARDING POLICE DEPARTMENT UNIFORM ALLOWANCE

Deputy Chief Perry stated that in the current city policy, police officers get a uniform allowance of \$800.00 dollars annually. Each officer revives \$400.00 dollars twice a year, once in January and once in July. Deputy Chief Perry stated that when new officers come on the amount is pro-rated. For example, the new officers that were just hired on would receive a pro-rated amount of \$200.00. Deputy Chief Perry added that the problem is that when you are starting as a new officer \$200.00 dollars doesn't go very far. Currently two shirts, two pairs of pants and a light jacket costs \$400.00. What the Police Department would like to do is give \$400.00 dollars up front and pro-rate the second installment the officers receive. This would help the officers get established upon being hired.

Councilmember Hilton asked if this change was just for new hires. Deputy Chief Perry stated that is was.

**Councilmember Dandoy moved to approve Resolution No. 16-13 Amending the Personnel Policy Manual Regarding Police Department Uniform Allowance. Councilmember Yeoman seconded the motion. A roll call vote was taken: All City Council Members voted “aye.” The motion carried.** (Copy filed for record).

5. CONSIDERATION OF RESOLUTION NO. 16-14 TEMPORARILY SUSPENDING THE ROY CITY MASTER POLICE OFFICER PROGRAM

Deputy Chief Perry stated that currently the Master Officer Program is structured in a way that when an officer achieves Master Officer status they receive a ten percent raise. Currently in the policy there are three ways you can earn the rank of Master Officer. You can achieve Master Officer after one year as a police officer if you have a Bachelor's Degree and a few other certifications that officers have after coming right out of the Police Academy. You can also earn the rank after five years with an Associate's Degree or at ten years without a Degree and some other achievements on the side. Deputy Chief Perry said that after some discussion and after comparing our Master Officer Program to other programs they felt that there was a heavy emphasis put on education. The police administration felt that a degree doesn't necessarily reflect a Master Officer. They feel it should be more weighted on experience than education.



Deputy Chief Perry said the police administration would like to temporarily suspend the program while they take a look at making a few changes.

Councilmember Dandoy stated this makes perfect sense and he agrees with the temporary suspension.

**Councilmember Yeoman moved to approve Resolution No. 16-14 Temporarily Suspending the Roy City Master Police Officer Program. Councilmember Becraft seconded the motion. A roll call vote was taken: All City Council Members voted “aye.” The motion carried.** (Copy filed for record).

6. CONSIDERATION OF RESOLUTION NO. 16-16 DESIGNATING ROY CITY WEST PARK AS AN AREA WHERE ORDERS TO DISPERSE ARE AUTHORIZED AND GANG LOITERING IS PROHIBITED

Deputy Chief Perry stated that due to some of the gang issues that the police department ran into last year at Roy Days, the police administration look into some solutions and according to State Law, the city can designate West Park as a gang loitering free or prohibited area. Deputy Chief Perry also state that if we allow it, during Roy Days the police officers can remove any known gang members that are there together and if they do not comply with the order to disperse they can be arrested for a Class B Misdemeanor.

Councilmember Dandoy asked if this was due to consolidating Roy Days to a single location. Deputy Chief Perry stated that because he was not here for Roy Days last year that he is unaware of what the cause is.

City Attorney Drake said his understanding is that there are some concerns about some things that happened. There was nothing criminal or violent that occurred but there was some things that our officer are aware of and it would have been easier for the officers if they could have just asked to disperse. Utah State Legislature allows cities to do these types of things. Mr. Drake said that the Police Chief was the one that asked for the Resolution after consulting with his officers. City Attorney Drake also reiterated that Roy Days is a very safe place and a great place to bring your families. This would just give our officers another tool to deal with a situation that could possibly turn into a disorderly event or cause a problem. He also stated nothing in particular occurred just some suspicious circumstances that our officers observed and they expressed those concerns to the Chief and the Chief is acting on it.

Councilmember Dandoy asked how a police officer would make a distinction between a casual conversation and the rights of the individuals who want to attend the event.



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City Attorney Drake stated that the way that the code is written is that it allows officers to use their knowledge and experience to observe different activity. They might observe some colors or insignias that would alert them that they are affiliated with a gang or some sort of organization that may want to cause problems. It also allows them, if there is a disorderly event to just ask them to disperse and actually leave the premises. Mr. Drake also stated that the code requires the city to periodically review the order. City Attorney Drake said the city will ask our officers to keep an eye on things this year and they will report their findings to the Police Department Administration. If it was something that was helpful then we can continue with the order based on their observations. If the officers feel the order wasn't needed we can just remove it.

Councilmember Dandoy said he doesn't want to cross any lines with profiling and peoples civil rights. He asked Deputy Chief Perry if the officers would be properly trained specifically on what the Legislative law says.

Deputy Chief Perry stated the Police Administration takes the police training very seriously and has full confidence in the police staff.

City Attorney Drake stated that when the Legislature wrote this they were well aware of civil rights issue and stated it doesn't prohibit any one person from being there, it's more when they are gathered in groups. City Attorney also explained the law in more detail.

Councilmember Dandoy also asked about Parking at West Park. Councilmember Yeoman explained a few options for this upcoming Roy Days.

Councilmember Hilton stated our Police Officers are already doing this kind of enforcement in some form and liked the idea.

Deputy Chief Perry stated that on a day to day basis the Police Officers are very aware of peoples civil rights. They are very cautious and careful as they enforce the law on a day to day basis and has full confidence the department will be able to carry this out just fine.

**Councilmember Becraft moved to approve Resolution No. 16-16 Designating Roy City West Park as an area where orders to disperse are authorized and gang loitering is prohibited. Councilmember Yeoman seconded the motion. A roll call vote was taken: All City Council Members voted "aye." The motion carried. (Copy filed for record).**

**7. REQUEST FOR APPROVAL OF AN ALCOHOLIC BEVERAGE LICENSE FOR RAYKA FOOD MART, LOCATED AT 3971 SOUTH 1900 WEST**

Management Services Director, Cathy Spencer said that this was just a change in ownership and this is just the Class "A" Beer License approval for the new owners.



**Councilmember Yeoman moved to approve an alcoholic beverage license for Rayka Food Mart Councilmember Hilton seconded the motion. All City Council Members voted “aye.” The motion carried.**

**8. DISCUSSION OF POTENTIAL ACQUISITION OF PROPERTY FOR A ROY CITY CEMETERY**

City Attorney Drake stated this is property near West Park. He stated there are some potential issues due with Hooper Water easements and with powerlines but is something that can be considered and even if it is not something that can be considered as a cemetery it might be a nice extension of the park. It could potentially be used for soccer fields, additional parking or other uses other than a cemetery.

Councilmember Hilton stated he walked the property with Travis Flint and the power lines go diagonally across the property and it is inconvenient.

Public Works Director stated the power lines are high voltage.

Councilmember Hilton said it is a nice piece of property that is easily accessible from two different roads.

Mayor Cragun said he felt it would be very difficult to establish it as a cemetery. He asked for a study or to have the staff recommend any other uses for the property.

Councilmember Hilton stated he would like Travis to look at the property to see if the property would be used for any recreational activities. He said there in no sense in talking about acquisitions if it is not a useable piece of property.

City Attorney Drake also mentioned another potential use would be for over flow parking for Roy Days and other activities at the park.

Councilmember Dandoy stated the easement appears to be on the south end and could virtually put a road over the easement and still allow access of they had to dig it up for whatever reason.

City Attorney Drake stated the city would need to look at what the easement states and what we would be able to do because there is a twenty inch pipe there so that could be an addition concern Hooper Water could have and the city would need to talk with them about it.

Councilmember Dandoy stated he agrees with Councilmember Hilton and would like a little more discussion regarding this issue.



9. DISCUSSION OF WEBSITE REDESIGN PROPOSALS

Councilmember Hilton stated he asked staff to get these RFP's together and submit them to the City Council. Councilmember Hilton has been in contact with I.T. and they expressed that the current WordPress program we are using isn't sufficient for what the council would like as far as reaching out to the public. Councilmember Hilton stated that staff felt that Civic Plus was the number one in the choosing for what was offered. Staff felt that the Civic Plus websites were by far the best looking and most intuitive. The second choice was Infobytes and third was Civic Live.

Councilmember Yeoman asked if the cost for the new website design was in the budget anywhere. Councilmember Hilton stated the city council would like to look at it and see where we are at. Managements Services Director Spencer said this was not in the budget yet.

Councilmember Hilton said another reason a new website would be helpful if for "Sunshine Week" for transparency. He stated Civic Plus has some great features regarding transparency. Councilmember Hilton said other companies could also cater to our transparency needs but when looking at websites designed by Civic Plus it was very user friendly.

Councilmember Yeoman stated that the Roy Days Committee had to use a separate website for Roy Days information because our current website was not compatible of supporting it. She stated a news website would be great for next year.

City Attorney Drake said the City Council will need to decide who will be the best fit.

Councilmember Dandoy asked if this item was just for discussion. City Attorney Drake stated it was.

Councilmember Dandoy stated he agrees that this is something the city needs. It would be a big plus for the City. He feels it time the Roy City Website get modernized.

Councilmember Yeoman agreed and felt that she would also like if more information regarding the companies could be brought before the council.

Councilmember Hilton asked if they would like to move forward and hold a Work Session to discuss the matter in more detail. The council agreed that they would.

Councilmember Hilton also mentioned that a Work Session needed to be scheduled to discuss the city budget.

The City Council agreed that the Budget Work Session would be May 10<sup>th</sup>.



## 10. SURVEY UPDATE

Councilmember Dandoy stated requests have been sent to Department Heads as well as City Council for input, changes or additions. Weber State will be ready to go with the Survey in two weeks or so. What is needed from the City Council and Department Heads is and additions or changes to the survey.

Councilmember Yeoman stated she thought it was very well written. Councilmember Yeoman felt the Tax questions were very specific to certain areas. She was wondering about adding a question regarding taxes in general. Would our citizens be open to raising taxes for overall city improvements? Councilmember Dandoy said that could be added.

Councilmember Hilton stated he had a concern about the question regarding the police department and traffic flow. He felt the question was unfair. The current traffic situation is out of the police department's control.

Deputy Chief Perry stated the question is too broad to get honest feedback. He said maybe the question could be reframed or struck from the survey. He stated it is a hard thing to judge if you don't have experience in it. Councilmember Yeoman added that she agreed it should be taken out. Councilmember Dandoy said the question would be struck from the survey.

Councilmember Hilton stated the questions regarding Parks and Recreation services was redundant. His thoughts were that is it was a Parks questions maybe some issues like bowery's, picnic tables, playground equipment, tennis courts, restroom and pickle ball courts. The rest of the council agreed with Councilmember Hiltons comments.

Councilmember Hilton stated question 18 on the survey is a great question but felt like he didn't understand the benefit to the citizens. When talking about the Recycling Program and making it mandatory what are the advantages to the citizens. He felt something should be put in explaining what the benefits are. Councilmember Dandoy said he would fine tune the question and see if they can make it a little better and clearer.

Councilmember Hilton stated on question 20 it talks about the Roy City Newsletter. He stated the very next question talks about the message included in the Roy City Utility bill which is the Newsletter. It could say instead, that the message included "on" your bill not in your bill. Councilmember Dandoy said that would be changed.

Councilmember Hilton stated that on question 23 regarding Future City Operations. The affordability of housing is questioned. What can the city really do to help with the affordability of housing? The City Council does not have control over the cost of building supplies and housing.



The question could be rephrased to speak of high density housing or single family housing and be a little more specific. Councilmember Dandoy agreed that the question could be written much better and would be changed.

Councilmember Hilton said on question number 25 when talking about the cemetery it needs to be made clear that the cemetery has reached capacity and that it is not almost at capacity.

Councilmember Becraft said she liked what Councilmember Dandoy did with the Arts Council she felt a lot was covered there.

Councilmember Hilton said he really appreciated Councilmember Dandoy's hard work on the survey.

#### 11. CITY MANAGERS REPORT

City Attorney Drake stated that the ULCT Conference begins April 6<sup>th</sup> and thinks the council will enjoy the speakers. It should be a great conference.

City Attorney Drake also stated that he received an email regarding a woman that represents the Whispering Meadow HOA which is an Ivory Home Subdivision located at approximately 5600 South and 3100 West. The HOA would like the city to take over the common properties to the HOA. City Attorney Drake stated this is typically not a great idea. City Attorney Drake responded to the email asking to meet at property with public works director and engineer next week. He will see if this is something that will be in the best interest of the city and the issue will be brought back to the City Council.

Councilmember Hilton stated it sounds like it is just the mow strip that are on 5600 that they would like us to take care of.

#### 12. PUBLIC COMMENTS

D.L. Thurman, 4953 South 3100 West asked if the developer backed out of building the homes near his property. He hasn't seen any work going on lately. City Attorney Drake stated they have not backed out. They were having some lending issues but things have all been worked out.

Kathie Darby 4069 South 3600 West in West Haven stated she is running for State Legislature and wanted to introduce herself to the City Council.

Emily Beeli, 2730 West 4800 South invited the City Council to an event regarding how regulations affect innovation and job growth. Ms. Beeli also asked if the City Council could give an update on what was discussed in UDOT Meeting last week.



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13. MAYOR AND COUNCIL REPORT

Mayor Cragun stated questions are being asked regarding roads and why Weber County is being neglected and he will be attending more meetings regarding transportation funding.

Councilmember Becraft said she was disappointed in the Transportation Meeting. Many speakers were substitutes and uninformed.

Councilmember Becraft asked the Council how many members would be allowed on the Arts Council. The paper work says 5 but she has 7 very, very interested people. Mayor Cragun suggested 6 to 7 people.

Councilmember Hilton asked for some clarification on when the Budget Work Session would be. The City Council decided it would be May 10<sup>th</sup>.

14. ADJOURN

**Councilmember Dandoy moved to adjourn the City Council Meeting, at 7:45 p.m.**

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Willard Cragun  
Mayor

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Amy Mortenson  
Recorder

**Resolution No. 16-17**

**A Resolution of the Roy City Council Approving an  
Interlocal Cooperation Agreement for RAMP funding between  
Weber County and Roy City for North Park Reconstruction**

**WHEREAS**, Utah Code Ann. §11-13-101 et. seq., permits governmental entities to enter into mutually beneficial cooperation agreements with each other; and

**WHEREAS**, Roy City recognizes the importance and need for joint cooperation with local entities to provide and receive services from neighboring communities which is a necessary and needed service to the City and surrounding communities; and

**WHEREAS**, Roy City wishes to, and recognizes the importance of, participating in any efforts designed to jointly help and receive help from surrounding communities.

**NOW THEREFORE**, the Roy City Council hereby approves the attached Interlocal Agreement (attached hereto and incorporated by this reference) as written and authorizes the Mayor of Roy City to execute this Agreement on behalf of the City.

Passed this 19<sup>th</sup> day of April, 2016.

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Willard Cragun  
Mayor

Attest:

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Amy Mortenson  
City Recorder

Voting:

Councilmember Marge Becraft \_\_\_\_\_  
Councilmember Robert Dandoy \_\_\_\_\_  
Councilmember Brad Hilton \_\_\_\_\_  
Councilmember Dave Tafoya \_\_\_\_\_  
Councilmember Karlene Yeoman \_\_\_\_\_

**AN INTERLOCAL COOPERATION AGREEMENT BETWEEN  
WEBER COUNTY AND ROY CITY FOR  
RECREATION, ARTS, MUSEUM AND PARKS ("RAMP") FUNDING**

**THIS AGREEMENT** is entered into and made effective the 22 day of March, 2016, by and between WEBER COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the "COUNTY," and ROY CITY, a Utah Municipal Corporation, located at 5051 S. 1900 W., Roy, Ut 84067, (referred to herein as "Recipient"), with both being referred to as "Parties.

**RECITALS**

**WHEREAS**, the COUNTY has imposed a local sales and use tax, pursuant to Utah Code Ann. § 59-12-701, et. seq., and has enacted an ordinance and policies governing distribution of the revenues collected by this tax, hereinafter referred to as "RAMP Tax" Title 24 Chapter 7, Weber County Ordinances, 2004; and

**WHEREAS**, RECIPIENT has applied for and is qualified to receive a portion of the Funds pursuant to state statute, county ordinance, and RAMP policies; and

**WHEREAS**, RECIPIENT hereby agrees to utilize RAMP funds granted to RECIPIENT by COUNTY in accordance with the state statutes, county ordinances and RAMP policies;

**NOW THEREFORE**, in consideration of the mutual promises, covenants, terms and conditions contained in this Agreement, the Parties agree as follows:

**SECTION ONE  
SCOPE OF AGREEMENT**

- 1.1** In exchange for receipt of RAMP Funds (hereinafter "Funds"), RECIPIENT agrees to the following uses and limitations of uses for the Funds:
- A. Funds shall be expended within Weber County for the project(s) and program(s) of RECIPIENT as specified in the RECIPIENT'S application for RAMP funds and pursuant to Utah Code Ann. § 59-12-701, et. seq., Title 24 Chapter 7 Weber County Code of Ordinances and those policies, applications and standards as established by Weber County and the RAMP Board to administer the distribution of RAMP funds.
  - B. Funds may not be expended for non-qualifying expenditures as specified in state law and County ordinance.
  - C. RECIPIENT agrees to submit Actual Use/Evaluation reports detailing how the RAMP Funds were expended. The final report or progress report will be due December 1, 2016, or within 30 days of the project completion, whichever occurs sooner. The final report will be a comprehensive report of all expenditures of RAMP funds. If the project

which is the subject of this funding agreement cannot be completed prior to June 30, 2017, RECIPIENT shall request an extension in writing to the Chair of the County Commission with a copy to the Chair of the RAMP Committee specifying the reasons for the delay and requesting an extension to this Agreement. After consulting with the Chair of the RAMP Committee, the County Commission shall either approve an extension to this Agreement or request that the funds be returned to the County in accordance with Section 2.2. Actual Use/Evaluation reports will be submitted every six months during any approved extension period.

- D. RECIPIENT agrees to acknowledge RAMP in writing, orally and by using the official RAMP logo on written material. RECIPIENT will also use other acknowledgments including posting a County approved RAMP sign at RAMP project locations.
- E. RECIPIENT shall provide COUNTY with all copies of programs or other printed material acknowledging the COUNTY and the RAMP funding of the program.
- F. RECIPIENT agrees to provide COUNTY with press releases and other public relations material designed to promote the RECIPIENT'S programs and projects and crediting the RAMP Funding program.
- G. It is understood and agreed that no Funds or proceeds from Funds will be made available to any public officer or employee in violation of the Public Employees Ethics Act, Utah Code Ann. § 67-16-1, et. seq.
- H. RECIPIENT agrees to comply with the applicable provisions of the Utah Open and Public Meeting statute UCA § 52-4-1 et. seq., whenever discussing RAMP funding.

## **SECTION TWO USE OF FUNDS**

- 2.1** All expenditures of RAMP Funds must be for projects or items set out in the RECIPIENT'S application form(s) attached as Exhibit 1. If the full amount requested in the application form(s) was not granted by the COUNTY, the partial expenditures for items listed on the application form(s) must comply with any RAMP Board modifications outlined in Exhibit 1. At any time that it is discovered by COUNTY that Funds were used by the RECIPIENT for purposes other than those agreed upon within this Agreement, COUNTY will require a return of the entire amount of Funds disbursed to RECIPIENT under this Agreement. COUNTY may also terminate this Agreement and shall be entitled to all rights, claims, and/or causes of action available to COUNTY. Further,

COUNTY may disqualify the RECIPIENT from receiving any Funds from this tax revenue in the future as a result of RECIPIENT'S misuse of prior funds received.

- 2.2 If RECIPIENT determines for any reason not to use the RAMP funds specified in its funding application and as approved in this Agreement, during the contract period, RECIPIENT agrees to return such funds to Weber County, including any interest received thereon so that the funds may be reallocated to other projects/events. RECIPIENT shall return such funds (including interest) within fourteen (14) days of RECIPIENT'S determination to not move forward with the approved project/function.
- 2.3 If RECIPIENT fails to use its RAMP fund award in compliance with this Agreement within the contract period, RECIPIENT agrees to return such funds to Weber County, including any interest received thereon so that the funds may be reallocated to other projects/events. RECIPIENT shall return such funds (including interest) within fourteen (14) days of end of the contract period unless an extension has been granted as specified herein.

**SECTION THREE  
CONSIDERATION**

- 3.1 Payment of Funds to RECIPIENT and the amounts thereof have been determined, and will be paid, as set forth in Title 24 Chapter 7 of the Weber County Ordinances and according to the policies and procedures established by the RAMP Board. RECIPIENT has been approved for RAMP Funds as follows:

Lighting Project at George Wahlen North Park . . . . . \$150,000

**SECTION FOUR  
EFFECTIVE DATE AND TERM**

- 4.1 This Agreement shall be for a term of thirteen months and shall not be renewable except as specified in Section 1.1C. It is understood that the Funds received by RECIPIENT under this Agreement will be expended and accounted for within one year of the date this Agreement is executed by Weber County.

**SECTION FIVE  
RECORDS AND AUDIT**

- 5.1 RECIPIENT agrees to maintain detailed and accurate records of the use of all funds that it receives under this Agreement. RECIPIENT further agrees to retain said records and make them available for review by the COUNTY during regular business hours upon the COUNTY'S request. Said records shall be maintained by RECIPIENT for a period of five (5) years from the date of their creation. All records shall be maintained in a manner and form approved by

the WEBER County Auditor's Office. The parties hereby stipulate that ownership of all records that are the subject of this paragraph shall rest with RECIPIENT. However, to the extent that such records are deemed by competent legal authority to be records of the COUNTY, COUNTY agrees that its disclosure of said records shall be governed according to the COUNTY'S rights and responsibilities under the Utah Government Records Access and Management Act. UCA 63-2-101 et. Seq., 1953 as amended. If said records disclose that RECIPIENT is in violation of this Agreement, the COUNTY may make such use and disclosure of said records as it deems appropriate to protect its rights under this Agreement and to protect the public's interest in the proper expenditure of public funds.

- 5.2 It is the intent of the COUNTY to complete audits of the use of all RAMP funds by RECIPIENT and RECIPIENT agrees to cooperate in that audit and account for the use of funds granted RECIPIENT under this Agreement. RECIPIENT shall work with the COUNTY to complete audits on a semi-annual and annual basis.

#### **SECTION SIX ASSIGNMENT AND TRANSFER OF FUNDS**

- 6.1 It is understood and agreed that RECIPIENT shall not assign or transfer its rights, interests or claims under this Agreement. The funds provided under this Agreement shall be used exclusively and solely by RECIPIENT for the purposes set forth in this Agreement.

#### **SECTION SEVEN INDEPENDENT AGENCY**

- 7.1 It is understood and agreed that RECIPIENT'S status in relation to COUNTY is that of an independent agent; and the RECIPIENT'S acts, made through any of RECIPIENT'S officers, agents or employees are made without any suggestion, direction, or management whatsoever by the COUNTY, the COUNTY'S Representatives, or any other of COUNTY'S officers, agents or employees. The Parties agree that the funds provided RECIPIENT under this Agreement do not give COUNTY any authority whatsoever over the manner and method by which RECIPIENT carries out its purposes. However, to the extent that any actions taken by RECIPIENT violate the understanding between the Parties, as expressed in RECIPIENT'S application for funds and in this Agreement, COUNTY shall have the rights provided it under this Agreement to withdraw funding and demand reimbursement of funds previously expended by RECIPIENT.

**SECTION EIGHT  
INDEMNIFICATION**

- 8.1** RECIPIENT agrees to indemnify, defend and hold harmless the COUNTY, its officers, agents and employees, from and against any and all claims, damages, losses and expenses, including attorney's fees and legal costs, arising out of any and all of RECIPIENT'S officers', agents', or employees' negligent or wrongful acts or failures to act which occur at any time relating to projects undertaken or funds expended pursuant to this Agreement.
- 8.2** COUNTY agrees to indemnify, defend and save harmless the RECIPIENT, its officers, agents and employees from and against any and all claims, damages, losses and expenses, including attorney's fees and costs, arising out of the negligent or wrongful acts or failure to act by COUNTY, its officers, agents, or employees during COUNTY'S performance under this Agreement.
- 8.3** COUNTY, as a political subdivision of the State of Utah, and as a government entity as defined in the "Utah Governmental Immunity Act," Title 63, Chapter 30d, U.C.A., 1953 as amended, does not, by the provisions of this paragraph nor any other part of this Agreement, waive any of its rights and responsibilities as set forth in said Utah Governmental Immunity Act including damage caps and all other applicable law.

**SECTION NINE  
INSURANCE**

- 9.1** RECIPIENT will purchase and maintain, during the life of this Agreement, insurance coverage that will satisfactorily insure RECIPIENT and COUNTY against claims and liabilities that could arise because of the execution of this Agreement. The insurance coverages required are as follows:
- A. **General Liability.** Comprehensive general liability insurance protecting RECIPIENT and the COUNTY against any and all liability claims that may arise against either of the Parties during the Parties' relationship engendered by the grant of funds under this Agreement. Such period of time shall be the term of this Agreement, or if the funds provided to RECIPIENT under this Agreement have not been fully expended during that time, the period of time for which comprehensive general liability insurance shall be in force to protect the Parties shall be extended until such time as all said funds have been expended. Coverage to be provided under this paragraph shall be for all claims made arising out of either Party's actions during the period of time described herein; regardless of whether the claim is asserted against either Party during said time period. The limits of bodily injury and property damage coverage for said policy or policies of insurance shall be not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per person, ONE MILLION DOLLARS (\$1,000,000) per occurrence, for bodily injury; and ONE HUNDRED THOUSAND DOLLARS (\$100,000) per occurrence for

property damage. COUNTY shall be specifically named as an insured Party on such policy or policies.

- B. **Workers' Compensation.** Workers' compensation insurance covering RECIPIENT for any and all claims that may arise against RECIPIENT under the workers' compensation laws of the State of Utah.
- C. **Proof of Insurance.** RECIPIENT shall provide proof of all insurances to the COUNTY Representative prior to the execution of this Agreement.

## **SECTION TEN MISCELLANEOUS**

- 10.1 **Additional Documents.** The following documents shall be submitted by RECIPIENT to the COUNTY prior to any funds being disbursed to RECIPIENT by the COUNTY, and are incorporated into this Agreement by reference, being made part hereof as exhibits:
  - A. RECIPIENT'S Application Form with attachments and modifications approved by the RAMP Board -(Exhibit 1)
  - B. Certificate of Insurance as specified in Section Ten unless otherwise waived.
- 10.2 **Amendments.** This agreement may be amended in whole or in part at any time by the Parties by a written amendment approved and signed by all Parties in the manner provided by law.
- 10.3 **Authorization.** The individuals signing this agreement on behalf of the Parties confirm that they are the duly authorized representatives of the Parties and are lawfully enabled to sign this agreement on behalf of the Parties.
- 10.4 **Captions and Headings.** The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.
- 10.5 **Compliance with Laws.** During the time the RECIPIENT is expending the funds provided by this Agreement, RECIPIENT, its officers, agents and employees agree to comply with all laws, federal, state or local, which apply to its operations; including, but not limited to, laws requiring access to persons with disabilities and non-discrimination against protected groups in admission, hiring and operation.
- 10.6 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.

- 10.7**     **County Representative.** COUNTY hereby appoints Holin Wilbanks, or her designee, as the COUNTY Representative to assist in the administration of this Agreement and the Funding provided by this Agreement. Said Representative shall ensure performance of this Agreement by RECIPIENT and assist RECIPIENT in obtaining information and access to COUNTY or other government offices, if necessary, for RECIPIENT'S performance of this Agreement. Additionally, said Representative shall monitor and evaluate the performance of this Agreement by RECIPIENT, but shall not assume any supervisory or management role over RECIPIENT or any of RECIPIENT'S officers, agents or employees or in the RECIPIENT'S expenditure of funds provided by this Agreement, other than to enforce COUNTY'S rights and responsibilities under this Agreement.
- 10.8**     **Documents on File.** Executed copies of this Interlocal Agreement shall be placed on file in the office of the Keeper of the Records of each of the Participants and shall remain on file for public inspection during the term of this Interlocal Agreement.
- 10.9**     **Entire Agreement.** This Agreement contains the entire agreement between the Parties, and no statement, promises or inducements made by either party or agents for either party that are not contained in this written agreement shall be binding or valid and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.
- 10.10**    **Governing Laws.** It is understood and agreed by the Parties hereto, that this Agreement shall be governed by the laws of the State of Utah and Weber County, both as to interpretation and performance.
- 10.11**    **Interpretation.** The entire agreement among the Parties shall consist of this Agreement and the documents set forth herein. All documents are complementary, and that which is called for by one of them shall be as binding as if called for by all. In the event of an inconsistency between any of the provisions of said documents, the inconsistency shall be resolved by giving precedence first to this Agreement, and then to the other documents. Further, this Agreement shall be interpreted to be consistent with Title 59, Chapter 12, Part 7, U.C.A., 1953, as amended; and Title 24 Chapter 7, Weber County Ordinances, as amended.
- 10.12**    **No Officer or Employee Interest.** It is understood and agreed that no officer or employee of the COUNTY has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No officer, employee or board member of RECIPIENT or any member of their families shall serve on a COUNTY board or committee that authorizes funding or payments to RECIPIENT unless the position held is clearly disclosed to the committee or board and the person does not participate in the deliberation or the funding decision.

- 10.13 Review by Authorized Attorney.** In accordance with the provisions of Section 11-1 3-202.5(3), Utah Code, this agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement may take affect.
- 10.14 Termination.** The COUNTY may terminate this Agreement in whole or in part due to the failure of the RECIPIENT to fulfill its contract obligations. Unless otherwise stated in this Agreement, the COUNTY shall terminate by the COUNTY delivering to the RECIPIENT a Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the RECIPIENT shall immediately deliver to the COUNTY all unused funds previously paid to RECIPIENT under this Agreement. The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- 10.15 Warranties of Participants.** Each Participant hereby represents and warrants that:
- A. it is a public agency or public entity within the meaning of the Interlocal Act; and
  - B. it is duly authorized to execute and deliver this Interlocal Agreement; and
  - C. there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Participant is a party or to which any of its property is subject which if determined adversely to such Participant would individually or in the aggregate a) effect the validity or enforceability of this Interlocal Agreement, or b) otherwise materially adversely effect the ability of such Participant to comply with its obligations hereunder or the transactions contemplated hereby.

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

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
Kerry W. Gibson, Chair

Commissioner Bell voted \_\_\_\_\_  
Commissioner Ebert voted \_\_\_\_\_  
Commissioner Gibson voted \_\_\_\_\_

ATTEST:

---

Ricky Hatch, CPA  
Weber County Clerk/Auditor

RECIPIENT

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

Title: \_\_\_\_\_

ATTEST:

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# ROY CITY

# GEORGE WAHLEN NORTH PARK

## R.A.M.P. GRANT APPLICATION





# RAMP GRANT APPLICATION 2016

Please Check the Appropriate Type of Grant, Category, and Classification for This Request

See Filing Deadlines on the Back of This Application

**TYPE OF GRANT**

**Major**  
(\$200,000 and up)

**Regular**  
(\$2,001 to \$199,999)

**GRANT CATEGORY AND CLASSIFICATION**

**Parks & Recreation**  
 Recreational Facility

**Arts & Museums**  
 Cultural Facility  
 Cultural Organization

## ORGANIZATION INFORMATION

Name of Government Entity or Nonprofit Organization

Roy City Corporation

Address	City	State	Zip Code
5051 South 1900 West	Roy	UT	84067
Contact Person	Title or Position		
Travis Flint	Recreation Supervisor		
Phone No.	Fax No.	Email Address	
801-774-1148	801-825-3788	tflint@royutah.org	
Alternate Contact Person	Title or Position		
Amy Mortenson	City Recorder		
Phone No.	Fax No.	Email Address	
801-774-1021	801-774-1030	amortenson@royutah.org	

Has This Organization Been Registered in Weber County for Three Years or More? Yes  No

If you answered 'no' to this question, you are not eligible to apply.

Date of Incorporation: 1937 Federal Tax ID Number: 87-6000274

Please indicate your organization's status.  Nonprofit  Government Agency  Educational Affiliate

If A Government Agency Applying Under Arts & Museums, Do You Have A Separate Cultural Council? Yes  No

**PROJECT NAME:** Lighting Project at George Wahlen North Park Priority of This Project: 1  
(If you have multiple requests)

Funds Requested From RAMP: \$199,999.00 Total Cost of Project: \$479,192.00

You must attach a detailed budget for your project, including competitive bids / and/or cost comparisons or your grant may be declared ineligible.

Would You Accept Partial Funding? Yes  No  If An Event, What Is the Date: \_\_\_\_\_

Location of Project: 4200 South 2175 West Roy, UT 84067

Brief Summary of This Project: (Do not exceed the space in this box)

The project we are requesting funding for is the reconstruction of Roy City's George Wahlen North Park. The funding will be used specifically for a three diamond baseball/softball complex with lights. This is a tremendous opportunity to improve a park that is over 60 years old, as well as add new facilities and amenities which members of our community can utilize. The playing surfaces all need a face lift in order to better accommodate our leagues and the expansion we want to see in our programs. Please see the attached supplement document for more detailed information regarding this project we are so excited about.

Please Provide the Organization's Official Mission Statement: (Must Comply with RAMP's Primary Purpose)

The Roy City Parks and Recreation Department provides a variety of leisure services and programs. We shall provide maintained facilities for all of its Citizens as well as neighboring citizens that add to the overall quality of life. We shall provide equal opportunity for participation regardless of race, economic status or gender. To accomplish this it's important to provide facilities and equipment that are well-maintained as well as an enthusiastic well-trained staff who are anxious to serve; public leaders willing to provide funding for the programs; and support from the general citizenry.

Describe How Many People Will Be Affected By This Project and How:

We feel a park with great amenities can attract thousands of Weber County's residents. We would have the ability to host baseball, softball and soccer tournaments that encompass not only Roy residents but residents in neighboring cities. We have neighboring schools that use GWNP regularly for lacrosse, field days and tennis. Every year we host over 200 youth games at the park. These will remain, but the new facilities will allow us to expand and grow our programs. We will also have the ability to relocate 175 other games to GWNP and eliminate the stress and demand on our other facilities.

Explain What Funding Resources Your Organization Has:

The funding beyond the RAMP Grant will be provided by Roy City. The realignment of George Wahlen North Park is expected to cost \$2.5 million. Roy City has set aside \$850,000 to begin work on phase I. The city hopes to set aside additional funds in future years as needed to complete the entire park project. We estimate a cost of \$479,192 for this portion of the park project with a match for Roy City of \$279,193. Receiving the funding from RAMP will allow us to divert other portions of the project for which funding is not currently available.

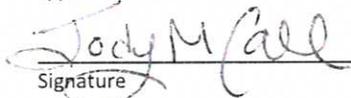
Tell How You Plan To Show RAMP Sponsorship and or Signage For This Project:

We know the value of informing our citizens and other users that the Weber County RAMP program is a vital part of our great city. We plan on posting 36"X48" signs at the two main entrances. In addition, we will post signs on the backstops, tennis courts, at the playground and along the walking track. We are strong supporters of RAMP. We would welcome other suggestions for RAMP signage or recognition.

RAMP applications will not be accepted after the filing deadline and any application that has not met the filing requirements will not be considered. Please make sure you have completed the following before submitting your application: (Check the box to the left of each line to make sure you have complied with each step)

- Read the information sheet for completing a RAMP application
- File timely **(Deadline for filing Major & Regular Grants – January 15, 2016. EZ Grants – April 15, 2016)**
- Complete all areas of the application
- Attach proof of nonprofit status
- Provide your organization's mission statement
- Attach detailed budget for entire project and an explanation of how the RAMP funds will be used (This would include any matching funds and/or letters of support)
- Attach competitive bids and/or cost comparisons – not applicable for EZ Grants**
- Sign and date the application
- Remove the information sheet and charts
- Submit fifteen (15) copies of the application and supporting documents

I hereby acknowledge that I have read the information sheet attached to this application and that all documents submitted to the RAMP Tax Committee for this application are true and correct to the best of my knowledge. I furthermore acknowledge that I have the authority to bind this organization to the project.

  
Signature

Recreation Supervisor  
Title

1/15/16  
Date

**FILING DEADLINE FOR MAJOR GRANTS: January 15, 2016 5:00 pm**

**FILING DEADLINE FOR REGULAR GRANTS: January 15, 2016 5:00 pm**

**FILING DEADLINE FOR EZ GRANTS: April 15, 2016 5:00 pm**

Completed applications should be filed in the Weber County Commission Office by the date & time listed above.

RAMP Tax Advisory Board  
Weber County Commission  
2380 Washington Blvd., Suite 360  
Ogden, Utah 84401

For more information contact:  
Shelly Halacy 801 399-8406 shalacy@co.weber.ut.us  
Holin Wilbanks 801 399-8419 hwilbanks@co.weber.ut.us

*Brief Summary of this project continued:*

Roy City is requesting RAMP funding to supplement the current reconstruction project of Roy City's George Wahlen North Park (GWNP) at 4200 S. 2175 W. in Roy. This park project began a little over 3 years ago, Roy City had been fortunate enough to embark into joint ventures with two great partners in Weber County: The first with Weber School District and the second with Weber County and the Library. These ventures will ultimately lead to a revitalized Roy City George Wahlen North Park, a new Weber School District elementary school and a new Weber County Library. We are requesting funding in the amount of \$199,999 dollar to help supplement the expenses for the improvements of a baseball/softball complex at GWNP. The overall cost estimate for the complex is \$479,192 of which \$285,000 of the cost will be for ball diamond lights. This project and improvements to this park are needed in order for our city to better meet the demand of this park for our citizens.

This first venture of this project began on April 16<sup>th</sup> 2013 when Roy City entered into an inter-local agreement with the Weber County School District. This agreement allowed an exchange of land between the two entities that has allowed for the Weber School District to build a new North Park Elementary school in the area which opened its doors in 2014.

The second venture was established in December 2013. Roy City passed a resolution exchanging a portion of land near the current George Wahlen North Park and a new school to construct a beautiful new Weber County Headquarters Library. Construction started in late spring of 2014 and has a grand opening schedule for February 2016.

The third venture is the relocation and reconstruction of George Wahlen North Park. With RAMP's assistance, it will allow Roy City to construct a new park baseball/softball complex with lighting that will benefit the citizens of Roy and the entire community in Weber County and beyond. We would like to include in the project; the lighting, fencing, concrete, ball diamond dirt and sod for the three diamond complex. We feel that by upgrading these amenities at our park, we will be able to provide our residents and thousands of citizens from around the county a higher quality park that will better meet the demands of our leisure services department.

RAMP fund would help assist Roy city in installing ball diamond lights at the new complex. We feel there is a tremendous need for this expense. The biggest complaint we receive every year from our citizens is that the start times for games are too early in the day. The current George Wahlen North Park does not have ball diamond lights. Adding lights will allow us to schedule more evening games, which would allow more parents to attend the event, but more importantly will allow more children to play.

Roy City has been able to build a strong working relationship with many of the Recreation Departments throughout Weber County. We have joint ventures with these cities in several of our programs that would benefit immensely from this park project to include: youth machine

pitch baseball/softball, youth recreation baseball/softball, competitive baseball and lastly our newest program, youth flag football.

Lastly, we believe the Roy City Parks and Recreation Department should provide a variety of activities with different skill levels to meet life needs of various age groups in the community. We feel that involvement in such activities helps build life skills including but not limited to; personal creativity, positive self-esteem building, helpful social interactions and fitness for everyone involved.

*Leave all the afternoon for exercise and recreation,  
which are as necessary as reading.*

*I will rather say more necessary  
because health is worth more than learning.*

*- Thomas Jefferson*



SCALE: 1"=100'

4125 SOUTH

WAHLEN

1900 WEST

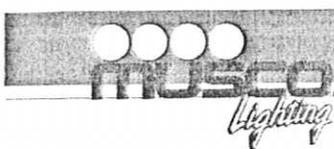
1950 WEST

GEORGE WAHLEN NORTH PARK  
ROY CITY, UTAH



WASATCH CIVIL  
*Consulting Engineering*

5434 SOUTH FREEWAY PARK DRIVE  
RIVERDALE, UT 84405 (801) 775-9191



**Roy City North Park Little League Fields  
Roy City, UT  
Date: January 13, 2016**

Equipment Description

Light-Structure Green™ System delivered to your site in Five Easy Pieces™

- Pre-cast concrete bases
- Galvanized steel poles
- UL Listed remote electrical component enclosures
- Pole length wire harnesses
- Factory-aimed and assembled HID luminaires (1500W Metal Halide Lamps)

Also Includes:

- Energy savings of more than 50% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ warranty and maintenance program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light level of 50 footcandles on the infields and 30 footcandles on the outfields for 25 years
- (1) group re-lamp at the end of the lamps' rated life, 5000 hours (1500W Metal Halide Lamps)
- Reduced energy consumption
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors sized for voltage and phase on site
- **Estimated Turnkey Installation**

Budget Estimate

Musco's Light Structure Green™ as described above and delivered to the job site..... \$270,000 – \$290,000.

*Sales tax is not included as part of this budget estimate.*

*Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.*

- **Delivery to the job site from the time of order, submittal approval, confirmation of order details including voltage and phase, and pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.**

Notes

Estimate is based on:

- Shipment of entire project together to one location
- (3) 200' radius baseball fields with 60' basepaths, using common poles
- Structural code and wind speed = 2012 IBC, 115 MPH, Exposure C.
- Confirmation of pole locations prior to production

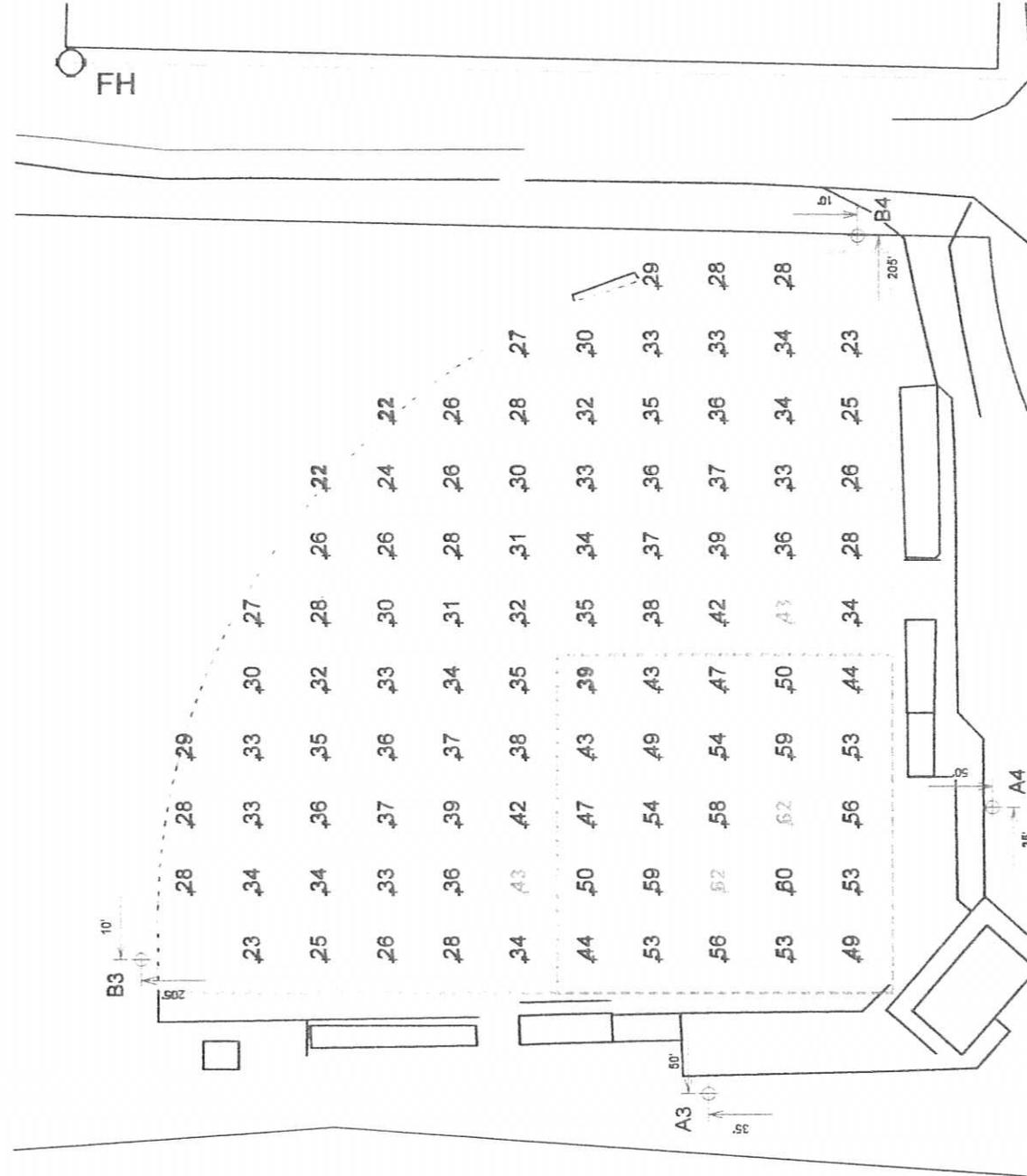
Thank you for considering Musco for your sports-lighting needs. Please contact me with any questions.

Shane White  
Musco Sports Lighting, LLC  
Phone: 801-201-2536  
E-mail: shane.white@musco.com



**EQUIPMENT LIST FOR AREAS SHOWN**

QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	Luminaires		OTHER ORDS
					LAMP TYPE	POLE	
2	A3-A4	60'		60'	4	1500W MZ	0
2	B3-B4	70'		70'	5	1500W MZ	0
4	TOTALS				18		0



**MY PROJECT**  
 Name:  
 Location:

**GRID SUMMARY**  
 Name:  
 Size: 200'x200' - basepath 60'  
 Spacing: 20.0' x 20.0'  
 Height: 3.0 above grade

**CONSTANT ILLUMINATION SUMMARY**

	Infield	Outfield
Guaranteed Average:	51.80	31.83
Scan Average:	62	43
Maximum:	39	22
Minimum:	1.34	1.46
Avg / Min:	2	2.5
Max / Min:	1.61	1.97
UG (adjacent pts):	1.19	1.49
CU:	0.60	
No. of Points:	25	73

LUMINAIRE INFORMATION  
 Luminaire Type: Green Generation  
 Design Usage Hours: 5,000 hours  
 Design Lumens: 134,000  
 Avg Lamp Tilt Factor: 1.000  
 No. of Luminaires: 18  
 Avg KW: 28.15 (30.6 max)

**ENGINEERED DESIGN**  
 By: Justin Van Soelen  
 File # / Date: 175027\_19  
 25-Nov-15

Guaranteed Performance: The Guaranteed Average CONSTANT ILLUMINATION described above is guaranteed for the design usage hours of the system.  
 Field Measurements: Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.  
 Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.  
 Installation Requirements: Result: assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

You are here: Home > Sports Lighting > Light-Structure Green™



Musco Lighting . . . We Make It Happen.

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[Sports Lighting](#)

[Large Area Lighting](#)

[Temporary Lighting](#)

[Facility Management](#)

[News & Projects](#)

## Light-Structure Green™ – choice of HID or LED light source

A complete sports-lighting system designed and manufactured from foundation to poletop in 5 Easy Pieces™.

**Unequaled performance . . .  
for your budget, for the environment.**

- Cuts operating costs
- Reduces spill light
- Includes system monitoring, remote on/off control, and optional dimming
- Provides guaranteed light levels

### 5 Easy Pieces™

- Complete system from foundation-to-poletop
- Factory wired, aimed and tested
- Fast, trouble-free installation
- Comprehensive corrosion package
- UL listed as a complete system

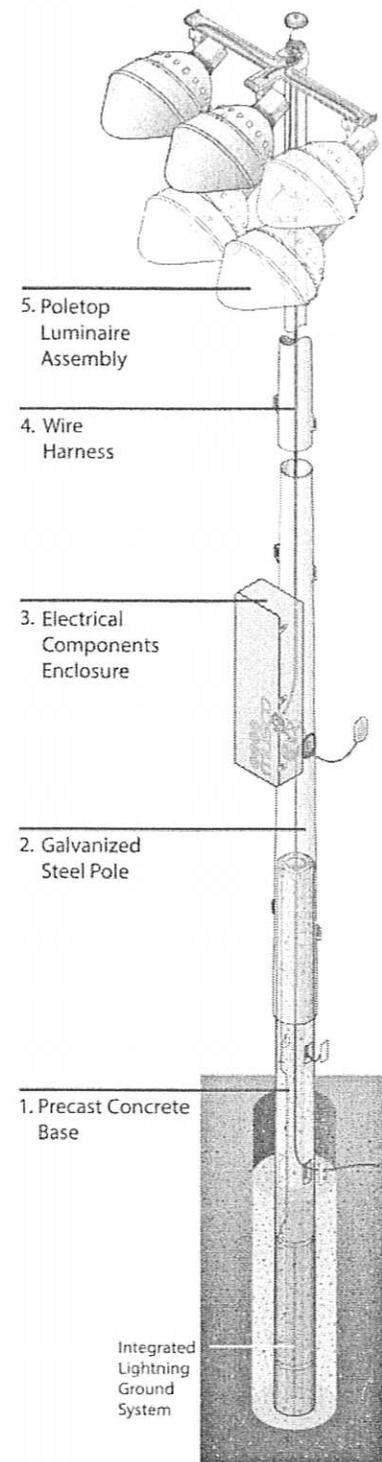


Light-Structure Green™ - LED Light Source  
LakePoint Sporting Community, Emerson, GA, USA



Light-Structure Green™ - HID Light Source  
Patricia H. Bidsall Park, Temecula, CA, USA

[Request More Information](#)



APPENDIX

To whom it may concern,

I am thrilled to have the opportunity to write in support of Roy City Parks. I have taught at several schools that have had the great advantage of having a city park right next to the school. I cannot list all of the numerous activities and learning experiences that we as teachers were able to accomplish by utilizing the park and its facilities. I can say that there are many more advantages than just PE. Science, art, math, writing, and Social studies can all benefit from being outdoors instead of the classroom.

As the Principal of North Park I am even more excited to have the chance to once again have a city park within reach of the school. I have already had a wonderful experience working with Roy City Parks and am eager to continue this relationship. We have been very fortunate to have such a fantastic partnership with the city of Roy and are looking forward with enthusiasm to continue the relationship by having the opportunity to utilize the new park as North Park has in the past.

Sincerely,

Riko Reese

Principal North Park Elementary

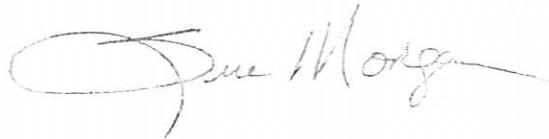
*Weber School District*  
*Transportation Department*  
2074 W 2100 S  
West Haven, Utah 84401  
476-7930

January 14, 2016

To Whom It May Concern:

We greatly appreciate Roy City for their support of our school buses. On a daily basis we have 4 Special Education buses which use the George Wahlen North Park parking lot as transfer hub. Each morning these four buses meet in the parking lot and transfer students between buses onto the appropriate bus to transport them to their assigned school. We are transferring students in wheelchairs as well as those who are mobile. Roy City goes out of their way to ensure that the parking lot is plowed and sanded in the winter months prior to our buses arriving, thus ensuring a safe environment for our special needs students. They have always been quick to respond to any concerns we may have. By allowing us to use their facility, we are able to transport these students in a more cost efficient manner and at the same time feel confident that we are not putting the students or the school buses in harm's way. It is very difficult to find an area where we can safely park our school buses and transfer students and yet be away from the general motoring public or private property. Their support of the Weber School District students is very admirable and appreciated.

Respectfully,



Sue Morgan  
Weber School District  
Transportation Supervisor

January 4, 2016

## North Park Lighting

In the field of physical security, lighting is often used as a preventive and corrective measure against intrusions or other criminal activity on a physical piece of property. Lighting in a park may be provided to aid in the detection of intruders, to deter intruders, or simply to increase the feeling of safety, for the citizens wanting to use the park after dark.

Experience has proven that people that are up to no good do not want to be seen and prefer to do their business in the dark.

Any lighting that can be provided in a public place where Roy City citizens want to gather is going to benefit in making them feel safe and comfortable in our public parks. Speaking from a law enforcement point of view lighting a dark park is going to be a benefit to the city, and its citizens, and I know that it is something that can be done through proper environmental design.

Lt. Kevin Smith  
Roy City Police

**Resolution No. 16-18**

**A Resolution of the Roy City Council Approving an  
Interlocal Cooperation Agreement for RAMP funding between  
Weber County and Roy City for a Farmers Market**

**WHEREAS**, Utah Code Ann. §11-13-101 et. seq., permits governmental entities to enter into mutually beneficial cooperation agreements with each other; and

**WHEREAS**, Roy City recognizes the importance and need for joint cooperation with local entities to provide and receive services from neighboring communities which is a necessary and needed service to the City and surrounding communities; and

**WHEREAS**, Roy City wishes to, and recognizes the importance of, participating in any efforts designed to jointly help and receive help from surrounding communities.

**NOW THEREFORE**, the Roy City Council hereby approves the attached Interlocal Agreement (attached hereto and incorporated by this reference) as written and authorizes the Mayor of Roy City to execute this Agreement on behalf of the City.

Passed this 19<sup>th</sup> day of April, 2016.

---

Willard Cragun  
Mayor

Attest:

---

Amy Mortenson  
City Recorder

Voting:

Councilmember Marge Becraft \_\_\_\_\_  
Councilmember Robert Dandoy \_\_\_\_\_  
Councilmember Brad Hilton \_\_\_\_\_  
Councilmember Dave Tafoya \_\_\_\_\_  
Councilmember Karlene Yeoman \_\_\_\_\_

**RECREATION, ARTS, MUSEUMS AND PARKS  
(RAMP) FUNDING AGREEMENT BETWEEN WEBER  
COUNTY and ROY CITY CORPORATION**

THIS AGREEMENT is entered into and made effective the 22 day of March, 2016, by and between WEBER COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the "COUNTY," and Roy City Corporation, a non-profit organization, located at 5051 S. 1900 W., Roy, UT 84067, hereinafter referred to as "RECIPIENT."

**WHEREAS**, the COUNTY has imposed a local sales and use tax, pursuant to Utah Code Ann. § 59-12-701, et. seq., and has enacted an ordinance and policies governing distribution of the revenues collected by this tax, hereinafter referred to as "RAMP Tax" Title 34 Chapter 6, Weber County Ordinances; and

**WHEREAS**, RECIPIENT has applied for and is qualified to receive a portion of the RAMP Funds pursuant to state statute, county ordinance, and RAMP policies;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, terms and conditions contained in this Agreement, the parties agree as follows:

**SECTION ONE  
RAMP FUND REQUIREMENTS**

**1.1** In exchange for receipt of RAMP Funds (hereinafter "Funds"), RECIPIENT agrees to the following uses and limitations of uses for the Funds:

A. Funds shall be expended in compliance with Utah Code Ann. § 59-12-702(4)(a):

"Cultural organization:"

(i) means:

(A) a private nonprofit organization or institution having as its primary purpose the advancement and preservation of:

(I) natural history;

(II) art;

(III) music;

(IV) theater;

(V) dance; or

(VI) cultural arts, including literature, a motion picture, or storytelling;

(B) an administrative unit; and

(ii) (A) a private non-profit organization or institution having as its primary purpose the advancement and preservation of history; or

(B) municipal or county cultural council having as its primary purpose the advancement and preservation of:

- (I) history;
- (II) natural history;
- (III) art;
- (IV) music;
- (V) theater; or
- (VI) dance.

- B. Funds shall be expended within Weber County for projects and programs of RECIPIENT as specified in RECIPIENT'S RAMP funding application, as further specified herein, and pursuant to Utah Code Ann. § 59-12-701. et. seq., Title 34 Chapter 6 Weber County Ordinances and those policies, applications and standards as established by Weber County and the RAMP Board to administer the distribution of the Funds.
- C. Funds may not be expended for the following non-qualifying expenditures: real property; depreciation related to real property; payments into an endowment corpus, no events or activities outside of Weber County; fund-raising expenditures related to a capital or an endowment campaign, grants, re-grants or loans; interest payments; political advocacy; expenditures not directly related to RAMP's primary purposes; non-deductible tax penalties and bad debt expense.
- D. RECIPIENT agrees to submit Actual Use/Evaluation reports detailing how the Funds were expended (See Exhibit 1). The final report or progress report will be due December 1, 2016, or within 60 days of the project completion, whichever occurs sooner. The final report will be a comprehensive report of all expenditures of Funds. If the program/project which is the subject of this funding Agreement cannot be completed prior to June 30, 2017, RECIPIENT shall request an extension in writing to the Chair of the County Commission with a copy to the Chair of the RAMP Committee specifying the reasons for the delay and requesting an extension to this Agreement. After consulting with the Chair of the RAMP Committee, the County Commission shall either approve an extension to this Agreement or request that the Funds be returned to the COUNTY in accordance with Section 2.2. Actual Use/Evaluation reports will be submitted every six months during any approved extension period.
- E. RECIPIENT agrees to acknowledge RAMP in writing and orally and by using the official RAMP logo on written material including but not limited to: all playbills, brochures, advertisements, flyers, banners and newsletters. RECIPIENT will use other acknowledgments to include posting a COUNTY approved RAMP sign at RAMP project locations.

- F. RECIPIENT shall provide COUNTY with all copies of programs or other printed material acknowledging the COUNTY and the RAMP funding of the program.
- G. RECIPIENT agrees to provide COUNTY with press releases and other public relations material designed to promote the RECIPIENT'S programs and projects and crediting the RAMP Funding program.
- H. RECIPIENT agrees that if it produces a free or reduced-admission-fee program, the terms of admission shall be extended to all citizens of the State of Utah and shall not be restricted to citizens of Weber County. RECIPIENT further agrees to inform the COUNTY'S Representative, named hereafter, of such an event and shall provide tickets to the event, without charge, in a number requested by said Representative. Utah Code Ann. § 59-12-705; Weber County Code § 34-6-9.
- I. It is understood and agreed that no Funds or proceeds from Funds will be made available to any public officer or employee in violation of the Public Officers' and Employees' Ethics Act. Utah Code Ann. § 67-16-1, et. seq.
- J. RECIPIENT agrees that although it is not a "public body" as defined by Utah's Open and Public Meetings Act (Utah Code Ann. § 52-4-1 et. seq.), and because RECIPIENT receives public funds, it will adhere to the spirit of the statute, whenever discussing RAMP funding, by making its board meetings open to the public.

## **SECTION TWO USE OF FUNDS**

- 2.1** All expenditures of Funds must be for projects or items set out in the RECIPIENT'S application form(s) attached as Exhibit 1. If the full amount requested in the application form(s) was not granted by the COUNTY, the partial expenditures for items listed on the application form(s) must comply with any RAMP Board modifications outlined in Exhibit 1. At any time that it is discovered by the COUNTY that Funds were used by the RECIPIENT for purposes other than those agreed upon within this Agreement, the COUNTY will require a return of the entire amount of Funds disbursed to RECIPIENT under this Agreement. COUNTY may also terminate this Agreement and shall be entitled to all rights, claims, and/or causes of action available to COUNTY. Further, COUNTY may disqualify the RECIPIENT from receiving any Funds from this tax revenue in the future as a result of RECIPIENT'S misuse of prior funds received.
- 2.2** If RECIPIENT determines for any reason not to use the Funds specified in its funding application and as approved in this Agreement during the contract period, RECIPIENT agrees to return such Funds to COUNTY, including any interest received thereon so that the Funds may be reallocated to other

projects/events. RECIPIENT shall return such Funds (including interest) within fourteen (14) days of RECIPIENT'S determination to not move forward with the approved project/function.

2.3 If RECIPIENT fails to use its Fund award in compliance with this Agreement within the contract period, RECIPIENT agrees to return such Funds to COUNTY, including any interest received thereon so that the Funds may be reallocated to other projects/events. RECIPIENT shall return such Funds (including interest) within fourteen (14) days of end of the contract period unless an extension has been granted as specified herein.

**SECTION THREE  
CONSIDERATION**

3.1 Payment of Funds to RECIPIENT and the amounts thereof have been determined, and will be paid, as set forth in Title 34 Chapter 6 of the Weber County Ordinances and according to the policies and procedures established by the RAMP Board. RECIPIENT has been approved for Funds as follows:

Roy Farmer's Market . . . . . \$6,000

**SECTION FOUR  
EFFECTIVE DATE**

4.1 This Agreement shall be effective for a thirteen month period and shall not be extended except as specified in this Agreement. It is understood that the Funds received by RECIPIENT under this Agreement will be expended and accounted for first by December 1, 2016 and then by June 30, 2017 or within sixty (60) days of the project completion, whichever occurs earlier.

**SECTION FIVE  
AUDIT**

5.1 COUNTY reserves the right to audit the use of the RAMP Funds and the accounting for the use of Funds received by RECIPIENT under this Agreement. If such audit is requested by the COUNTY, RECIPIENT shall cooperate fully with COUNTY and its representatives in the performance of the audit.

**SECTION SIX  
MAINTENANCE AND AVAILABILITY OF RECORDS**

6.1 RECIPIENT agrees to maintain detailed and accurate records of the use of all Funds that it receives under this Agreement. RECIPIENT further agrees to retain said records and make them available for review by the COUNTY during regular business hours upon the COUNTY'S request. Said records shall be maintained by RECIPIENT for a period of five (5) years from the date of their creation. All records shall be maintained in a manner and form approved by the Weber County Auditor's Office. The parties hereby stipulate that ownership

of all records that are the subject of this paragraph shall rest with RECIPIENT. However, to the extent that such records are deemed by competent legal authority to be records of the COUNTY, COUNTY agrees that its disclosure of said records shall be governed according to the COUNTY'S rights and responsibilities under the Utah Government Records Access and Management Act. Utah Code Ann. § 63G-2-101 et. seq., 1953 as amended. If said records disclose that RECIPIENT is in violation of this Agreement, the COUNTY may make such use and disclosure of said records as it deems appropriate to protect its rights under this Agreement and to protect the public's interest in the proper expenditure of public funds.

#### **SECTION SEVEN ASSIGNMENT OR TRANSFER OF FUNDS**

- 7.1** It is understood and agreed that RECIPIENT shall not assign or transfer its rights, interests or claims under this Agreement. The Funds provided under this Agreement shall be used exclusively and solely by RECIPIENT for the purposes set forth in this Agreement.

#### **SECTION EIGHT INDEPENDENT AGENCY**

- 8.1** It is understood and agreed that RECIPIENT'S status in relation to COUNTY is that of an independent agent; and the RECIPIENT'S acts, made through any of RECIPIENT'S officers, agents or employees are made without any suggestion, direction, or management whatsoever by the COUNTY, the COUNTY'S Representatives, or any other of COUNTY'S officers, agents or employees. The parties agree that the Funds provided to RECIPIENT under this Agreement do not give COUNTY any authority whatsoever over the manner and method by which RECIPIENT carries out its purposes. However, to the extent that any actions taken by RECIPIENT violate the understanding between the parties, as expressed in RECIPIENT'S application for Funds and in this Agreement, COUNTY shall have the rights provided it under this Agreement to withdraw funding and demand reimbursement of Funds previously expended by RECIPIENT.

#### **SECTION NINE INDEMNIFICATION**

- 9.1** RECIPIENT agrees to indemnify, defend and hold harmless the COUNTY, its officers, agents and employees from and against any and all claims, damages, losses and expenses, including attorney's fees and legal costs, arising out of any and all of RECIPIENT'S, or its officers', agents', or employees' negligent or wrongful acts or failures to act which occur during the term of this Agreement, or, if not fully expended during the term of this Agreement, during the period of time in which RECIPIENT expends Funds made available under this Agreement.

- 9.2 COUNTY agrees to indemnify, defend and hold harmless the RECIPIENT, its officers, agents and employees from and against any and all claims, damages, losses and expenses, including attorney's fees and costs, arising out of the negligent or wrongful acts or failure to act by COUNTY, its officers, agents, or employees during COUNTY'S performance under this Agreement.
- 9.3 COUNTY, as a political subdivision of the State of Utah, and as a government entity as defined in the Utah Governmental Immunity Act (Utah code Ann. § 63G-7-1 et seq.) does not, by the provisions of this paragraph, nor any other part of this Agreement, waive any of its rights and responsibilities as set forth in said Utah Governmental Immunity Act and all other applicable law.

## **SECTION TEN INSURANCE**

- 10.1 RECIPIENT will purchase and maintain, during the life of this Agreement, insurance coverage that will satisfactorily insure RECIPIENT and COUNTY against claims and liabilities that could arise because of the execution of this Agreement. The insurance coverage required is as follows:
- A. **General Liability.** Comprehensive general liability insurance protecting RECIPIENT and the COUNTY against any and all liability claims that may arise against either of the parties during the parties' relationship engendered by the grant of Funds under this Agreement. Such period of time shall be the term of this Agreement, or if the Funds provided to RECIPIENT under this Agreement have not been fully expended during that time, the period of time for which comprehensive general liability insurance shall be in force to protect the parties shall be extended until such time as all said Funds have been expended. Coverage to be provided under this paragraph shall be for all claims made arising out of either party's actions during the period of time described herein regardless of whether the claim is asserted against either party during said time period. The limits of bodily injury and property damage coverage for said policy or policies of insurance shall be not less than TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) per person, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence, for bodily injury; and ONE HUNDRED THOUSAND DOLLARS (\$100,000) per occurrence for property damage. COUNTY shall be specifically named as an insured party on such policy or policies.
  - B. **Workers' Compensation.** Workers' compensation insurance covering RECIPIENT for any and all claims that may arise against RECIPIENT under the workers' compensation laws of the State of Utah.
  - C. **Waiver of Insurance.** In certain cases the COUNTY may waive the insurance requirement due to the size of the award or the nature of the RECIPIENT. If the insurance requirement is waived, the COUNTY will initial this paragraph: \_\_\_\_\_.

- D. **Certificate of Insurance.** RECIPIENT shall provide a certificate of all insurances to the COUNTY Representative.

**SECTION ELEVEN  
MISCELLANEOUS**

- 11.1 **Additional Documents.** The following documents shall be submitted by RECIPIENT to the COUNTY prior to any funds being disbursed to RECIPIENT by the COUNTY, and are incorporated into this Agreement by reference, being made part hereof as exhibits:
- A. RECIPIENT'S Application Form with attachments and modifications approved by the RAMP Board (Exhibit 1);
  - B. Certificate of Insurance as specified in Section Ten unless otherwise waived.
- 11.2 **Amendments.** This Agreement may be amended in whole or in part at any time by the Parties by a written amendment approved and signed by all Parties in the manner provided by law.
- 11.3 **Authorization.** The individuals signing this Agreement on behalf of the Parties confirm that they are the duly authorized representatives of the Parties and are lawfully enabled to sign this Agreement on behalf of the Parties.
- 11.4 **Captions and Headings.** The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.
- 11.5 **Compliance with Laws.** During the time the RECIPIENT is expending the Funds provided by this Agreement, RECIPIENT, its officers, agents and employees agree to comply with all laws, federal, state or local, which apply to its operations; including, but not limited to: laws requiring access to persons with disabilities and non-discrimination against protected groups in admission, hiring and operation.
- 11.6 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.
- 11.7 **County Representative.** COUNTY hereby appoints Holin Wilbanks, or her designee, as the COUNTY Representative to assist in the administration of this Agreement and the Funding provided by this Agreement. Said Representative shall ensure performance of this Agreement by RECIPIENT and assist RECIPIENT in obtaining information and access to COUNTY or other government offices, if necessary, for RECIPIENT'S performance of this Agreement. Additionally, said Representative shall monitor and evaluate the performance of this

Agreement by RECIPIENT, but shall not assume any supervisory or management role over RECIPIENT or any of RECIPIENT'S officers, agents or employees, or in the RECIPIENT'S expenditure of funds provided by this Agreement, other than to enforce COUNTY'S rights and responsibilities under this Agreement.

- 11.8** **Documents on File.** Executed copies of this Agreement shall be placed on file in the office of the Keeper of the Records of each of the Participants and shall remain on file for public inspection during the term of this Agreement.
- 11.9** **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no statement, promise or inducement made by either party or agent for either party that are not contained in this written Agreement shall be binding or valid and this Agreement may not be enlarged, modified or altered, except in writing, signed by the parties in accordance with Section 11.2.
- 11.10** **Governing Laws.** It is understood and agreed by the parties hereto, that this Agreement shall be governed by the laws of the State of Utah and Weber County, both as to interpretation and performance.
- 11.11** **Interpretation.** The entire agreement among the parties shall consist of this Agreement and the documents set forth herein. All documents are complementary, and that which is called for by one of them shall be as binding as if called for by all. In the event of an inconsistency between any of the provisions of said documents, the inconsistency shall be resolved by giving precedence first to this Agreement. Further, this Agreement shall be interpreted to be consistent with Title 59, Chapter 12, Part 7, Utah Code Ann. 1953, as amended; and Title 34 Chapter 6, Weber County Ordinances, as amended.
- 11.12** **No Officer or Employee Interest.** It is understood and agreed that no officer or employee of the COUNTY has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No officer, employee or board member of RECIPIENT or any member of their families shall serve on a COUNTY board or committee that authorizes funding or payments to RECIPIENT unless the position held is clearly disclosed to the committee or board and the person does not participate in the deliberation and the funding decision.
- 11.13** **Termination.** The COUNTY may terminate this Agreement in whole or in part due to the failure of the RECIPIENT to fulfill its contract obligations. Unless otherwise stated in this Agreement, the COUNTY shall terminate by delivering to the RECIPIENT a Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the RECIPIENT shall immediately deliver to the COUNTY all unused Funds previously paid to RECIPIENT under this Agreement. The

rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year recited above.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
Kerry W. Gibson, Chair

Commissioner Bell voted \_\_\_\_\_  
Commissioner Ebert voted \_\_\_\_\_  
Commissioner Gibson voted \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

RECIPIENT

By \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF UTAH            )  
                                  :ss  
COUNTY OF WEBER        )

On the \_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me \_\_\_\_\_ who being by me duly sworn did say that she/he is the \_\_\_\_\_ of the Roy City Corporation, and that said instrument was signed in behalf of said corporation by authority of its bylaws, and said person acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC



# RAMP GRANT APPLICATION 2016

Please Check the Appropriate Type of Grant, Category, and Classification for This Request

See Filing Deadlines on the Back of This Application

**TYPE OF GRANT**

**Major**  
(\$200,000 and up)

**Regular**  
(\$2,001 to \$199,999)

**GRANT CATEGORY AND CLASSIFICATION**

<b>Parks &amp; Recreation</b>	<b>Arts &amp; Museums</b>
<input type="checkbox"/> Recreational Facility	<input type="checkbox"/> Cultural Facility
	<input checked="" type="checkbox"/> Cultural Organization

## ORGANIZATION INFORMATION

Name of Government Entity or Nonprofit Organization

Roy City Corporation

Address	City	State	Zip Code
5051 South 1900 West	Roy	Utah	84067

Contact Person	Title or Position
Travis Flint	Management Services Director

Phone No.	Fax No.	Email Address
801-774-1148	801-774-1030	tflint@royutah.org

Alternate Contact Person	Title or Position
Amy Mortenson	Administrative Assistant

Phone No.	Fax No.	Email Address
801-774-1020	801-774-1030	amortenson@royutah.org

Has This Organization Been Registered in Weber County for Three Years or More? Yes  No   
If you answered 'no' to this question, you are not eligible to apply.

Date of Incorporation: 1937 Federal Tax ID Number: 87-6000274

Please indicate your organization's status.  Nonprofit  Government Agency  Educational Affiliate

If A Government Agency Applying Under Arts & Museums, Do You Have A Separate Cultural Council? Yes  No

**PROJECT NAME:** Roy Farmer's Market Priority of This Project: 2  
(If you have multiple requests)

Funds Requested From RAMP: \$ 12,000.00 Total Cost of Project: \$ 19,000.00  
You must attach a detailed budget for your project, including competitive bids / and/or cost comparisons or your grant may be declared ineligible.

Would You Accept Partial Funding? Yes  No  If An Event, What Is the Date: Summer 2016

Location of Project: West Park

**Brief Summary of This Project:** (Do not exceed the space in this box)

This is the first year of the Roy Farmer's Market. The Market will take place Thursdays or Fridays at West Park during the summer. The Market will provide artists, growers and vendors with a forum to reach their market of friends, families, and neighbors. Additionally the Roy Market will provide a gathering place for all citizens and visitors Roy City and Weber County. Market attendees will be graced with a congenial atmosphere at which they can gather to sell and purchase fresh local produce.

ROY FARMER'S MARKET  
PROPOSED BUDGET  
SUMMER 2016

Revenue:

Business sponsors	\$ 2,500.00
Roy City	2,000.00
Booth rentals	2,500.00
RAMP Grant	12,000.00
Total	\$19,000.00

Expenses:

Supplies	\$ 1,000.00
Brochures/schedules/flyers	1,000.00
Setup/take down	3,000.00
Permits	500.00
Events	3,000.00
Insurance	2,000.00
Market Director	2,500.00
Market signage/printing	500.00
Market Coordinator	2,000.00
Entertainment	2,000.00
Advertising	1,000.00
Registration	500.00
Total	\$19,000.00



**SYNOPSIS**

**Application Information**

Applicant: Jared Fairbanks  
Request: Request for Preliminary Subdivision approval for Premier Funeral Holdings, a commercial subdivision.  
Address: Approximately 5355 So. 1950 We.

**Land Use Information**

Current Zoning: RC; Regional Commercial  
Adjacent Land Use: North: RC; Regional Commercial      South: RC; Regional Commercial  
East: RC; Regional Commercial      West: R-2; Medium Density Residential

**Staff**

Report By: Steve Parkinson  
Recommendation: Recommends approval with conditions

**APPLICABLE ORDINANCES**

- Roy City Zoning Ordinance Title 10, Chapter 10 (General Property Development Standards)
- Roy City Subdivision Ordinance Title 11, Chapter 3 (Preliminary Subdivision Application)
- Roy City Subdivision Ordinance Title 11, Chapter 9 (Subdivision Development Standards)

**PLANNING COMMISSION ACTION**

The Planning Commission will be holding a Public Hearing during the April 12, 2016 meeting, the hearing will be opened for public comments, which were as follows:

- No public comments were made.

With no comments the public hearing was closed.

After a small discussion, the Commission voted of 6-0 to forward to the City Council a recommendation to Approve the request for Preliminary Subdivision approval for Premier Funeral Holdings, a commercial subdivision, located approximately at 5355 So. 1950 We.

**ANALYSIS**

**Background:**

The property is located on the on the west side of 1950 West, north of Kiddie Academy, west of CVS and Warren's.

**Subdivision:** The proposed subdivision is to take two (2) existing parcels (one is .13 acres and the other is .22 acres) and combine them into one parcel equaling .35 acres (15,224.75 sq.-ft)

**Zoning:** The property is zoned RC and according to table 10-2 of the zoning ordinance the RC zone doesn't have a minimum width or area requirement for Commercial lots.

**Access:** There is currently one (1) access into the project, with no plans for or room for an additional access point

**Improvements / Utilities:** Property is currently serviced by all utilities.

**DRC Review:** The DRC has reviewed the development, (see Exhibit "C"). There are a couple of items needing to be re-submitted prior to applying for final plat approval, but nothing that would cause the subdivision not to comply with all applicable codes.

## **CONFORMANCE TO THE GENERAL PLAN**

The future land use map shows and supports this area to be developed as RC; Regional Commercial

## **CONDITIONS OF APPROVAL**

1. Compliance to the requirements and recommendations as outline in the DRC memo dated 8 April 2016 (Attached).

## **FINDINGS**

1. The proposed subdivision meets all of the requirements of the Zoning Ordinance.
2. The proposed subdivision meets all of the requirements of the Subdivision Ordinance

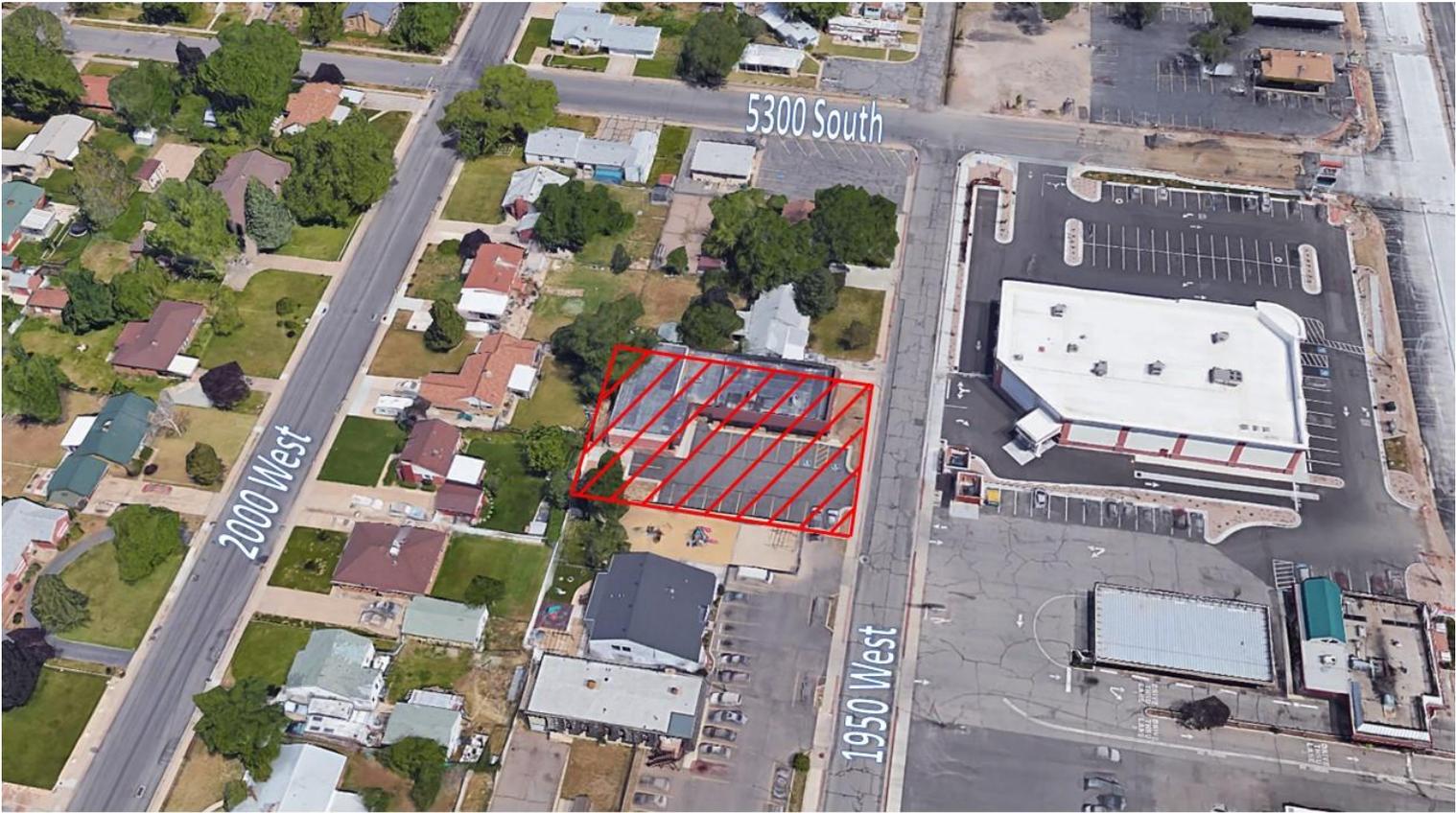
## **RECOMMENDATION**

Staff recommends approving the Preliminary Subdivision of Premier Funeral Holdings, located at approximately 5355 So. 1950 We. with the conditions as discussed and as outlined within the staff report.

## **EXHIBITS**

- A. Aerial Map
- B. Preliminary Subdivision plat
- C. DRC Memo dated 8 April 2016

**EXHIBIT "A" – AERIAL MAP**







established 1937

DEVELOPMENT REVIEW COMMITTEE

REVIEW MEMO

Date: 8 April 2016

To: Jared Fairbanks  
Bruce McDonald

From: Steve Parkinson – Planning & Zoning Administrator   
Mark Miller – City Engineer  
Jeff Comeau – Deputy Fire Chief  
Ed Pehrson – Building Official  
Ross Oliver – Public Works Director  
Clint Drake – City Attorney

Subject: Premier Funeral Holdings Preliminary Plat (dated Mar 15, 216)

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We have tried to address all items of concern with reference to all applicable City codes or for the general Health, Safety and Welfare of the public, however, this review does not forego any other items of concern that may come to our attention during additional reviews.

**Engineering –**

1. The parcel line needs to be indicated and labeled.
2. To evaluate the lot combination, the two separate parcels need to be visible on the drawing.
3. The parcel number for the Kiddie Academy Inc. appears to be 0038 instead of 0019 as indicated.

**Building / Fire / Legal / Public Works -**

1. No comments

**Planning -**

1. According to the Weber County records, the taxes are delinquent and will need to be paid prior to the recording of the subdivision plat.



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