



All agenda items
in this packet are
preliminary, until
approved by the
Layton City
Council.

REGULAR MEETING AGENDA OF THE CITY COUNCIL OF LAYTON, UTAH

PUBLIC NOTICE is hereby given that the City Council of Layton, Utah, will hold a public meeting in the Council Chambers of the City Center Building, 437 North Wasatch Drive, Layton, Utah, commencing at **7:00 PM on December 18, 2025**.

AGENDA ITEMS:

1. CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITION, APPROVAL OF MINUTES:

- A. Minutes of Layton City Council Work Meeting - October 16, 2025
- B. Minutes of Layton City Council Meeting - October 16, 2025
- C. Minutes of Layton City Council Special Meeting - November 18, 2025

2. MUNICIPAL EVENT ANNOUNCEMENTS:

3. VERBAL PETITIONS AND PRESENTATIONS:

4. CITIZEN COMMENTS:

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

- A. Audit and Financial Reports – Fiscal Year Ended June 30, 2025
- B. Amending Title 16, Chapter 16.10 and Section 16.10.010 of the Layton Municipal Code Adopting the 2006 Edition of The Utah Wildland Urban Interface Code, Including Appendix A- General Requirements, B- Vegetation Management Plan, C- Fire Hazard Severity Form; and Amending Title 9, Chapter 9.64, Section 9.64.150 Prohibition of Discharging Fireworks of the Layton City Municipal Code Increasing Firework Restrictions in Wildland Urban Interface Areas – Ordinance 25-26
- C. Interlocal Cooperation Transportation Project Reimbursement Amendment to the Agreement for Accepting Davis County’s 2025 3rd Quarter Transportation Sales Tax Revenue Grant for the Kay’s Creek Trail Pedestrian Overpass at the Layton FrontRunner – Resolution 25-54 – Approximately 150 South Main Street
- D. Interlocal Cooperation Agreement Between Layton City and Davis County for Transportation Project Reimbursement – Resolution 25-55 – Sugar Street Realignment to the Signalized Intersection at Gentile Street and Angel Street
- E. Amend Transportation Impact Fees and Add Sewer Impact Fees Listed in Title 3, Chapter 3.15, Section 3.15.010 of the Layton Municipal Code – Consolidated Fee Schedule – Ordinance 25-27
- F. Approving a Telecommunications Services Franchise Agreement Between Sena Wave LLC and Layton City — Resolution 25-56

6. PUBLIC HEARINGS:

7. UNFINISHED BUSINESS:

ADJOURN:

Notice is hereby given that:

- A Work Meeting will be held at 5:30 PM to discuss miscellaneous matters.
- This meeting will also be live streamed via laytoncitylive.com and facebook.com/Laytoncity
- In the event of an absence of a full quorum, agenda items will be continued to the next regularly scheduled meeting.
- This meeting may involve the use of electronic communications for some of the members of this public body. Elected Officials at remote locations may be connected to the meeting electronically.
- By motion of the Layton City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed meeting for any of the purposes identified in that chapter.

Date: _____ **By:** _____ **Kimberly S Read, City Recorder**

This public notice is posted on the Utah Public Notice website www.utah.gov/pmn/, the Layton City website www.laytoncity.org, and at the Layton City Center.

In compliance with the Americans with Disabilities Act, persons in need of special accommodations or services to participate in this meeting shall notify the City at least 48 hours in advance at 801-336-3826 or 801-336-3820.

Citizen Comment Guidelines

For the benefit of all who participate in a PUBLIC HEARING or in giving PUBLIC COMMENT during a City Council meeting, we respectfully request that the following procedures be observed so that all concerned individuals may have an opportunity to speak.

Comments: Your comments are important. To give order to the meeting, please direct comments to and through the person conducting the meeting.

Time: If you are giving public input on any item on the agenda, please limit comments to three (3) minutes. If greater time is necessary to discuss the item, the matter may, upon request, be placed on a future City Council agenda for further discussion.

Courtesy: Please be courteous to those making comments by avoiding applauding or verbal outbursts either in favor of or against what is being said.

New Information: Please limit comments to new information only to avoid repeating the same information multiple times.

Spokesperson: Please, if you are part of a large group, select a spokesperson for your group.

Handouts and Electronic Information: An electronic or hard copy of any information presented to the City Council must be submitted to the City Recorder by the end of the meeting.

Thank you.

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MINUTES OF LAYTON CITY COUNCIL WORK MEETING

OCTOBER 16, 2025; 5:31 P.M.

MAYOR AND COUNCILMEMBERS

PRESENT:

**MAYOR JOY PETRO, CLINT MORRIS, TYSON
ROBERTS, BETTINA SMITH EDMONDSON, AND
DAVE THOMAS**

PARTICIPATING ELECTRONICALLY

ZACH BLOXHAM

STAFF PRESENT:

**ALEX JENSEN, JADYN APPLONIE, STEPHEN
JACKSON, WESTON APPLONIE, BRAD
MCILRATH, JEFFREY MONTAGUE, TRACY
PROBERT, ED FRAZIER, AND TORI CAMPBELL**

The meeting was held in the Council Conference Room of the Layton City Center.

Mayor Petro opened the meeting at 5:31 p.m.

AGENDA:

MAYOR'S REPORT

Mayor Petro expressed appreciation to those which had attended the myHometown Layton open house. She mentioned it experienced a great turnout with approximately 300 people in attending. She stated myHometown organizers were seeking volunteers and distributed small cards reflecting a QR code for those interested in volunteering for the upcoming service project scheduled for Saturday, November 1, 2025. The designated project for that day would be clearing leaves from storm drains in the Camelot, Vae View, and Chapel Street neighborhoods and announced door hangers would be distributed to front doors informing residents about the service project.

She informed the Council Thursday, October 15, 2025, officially started the 'Code Blue' season for counties within the State. She announced the County was in the process of purchasing a building in Clearfield to house the homeless on designated 'Code Blue' nights. The shifts for the Code Blue warming center would be broken up into three shifts each night which would require approximately 500 volunteers on these designated nights. She pointed out the importance of publicizing the location of the facility, 22 East 200 South, Clearfield, the old 'Bogey's' bar, and recruiting volunteers. She expressed her opinion the facility was in a great location, near a bus stop. She mentioned other challenges associated with the warming center and believed there were still a number of unanswered questions which would need to be addressed.

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She announced Ryan Steinbeigle, Davis County Community Services Manager, in conjunction with a Utah County and Juab County Commissioner, had received the ‘Outstanding Leader Award for Homeless Services’ recognizing their efforts for leading out on homeless services. Mr. Steinbeigle’s recognition was specific in establishing the Davis County warming center.

She mentioned she had the last Wasatch Front Regional Council (WFRC) Active Transportation Meeting scheduled for this year and informed the Council it was in the process of completing a Transportation Plan. The Council should have received an invitation to attend a meeting at Clearfield City Hall on Wednesday, October 22, 2025, and requested the Council’s attendance and participation.

COUNCILMEMBER’S REPORTS

Councilmember Thomas reported on the Youth Council changes: the new leaders for this coming year were Sirena Heninger and Debra King. The participating youth were actively involved and would be helpful with what needed to be accomplished and expressed his opinion it would be a smooth transition.

Councilmember Smith Edmondson mentioned she, Mayor Petro, and Councilmember Roberts had attended the Youth Court Awards Ceremony and learned the youth participating on the City’s Youth Court had been recognized for their number of volunteer hours; however, due to budget cuts the program which funded the medals was no longer available. She suggested this would be an opportunity for the Council to recognize the City’s Youth Court volunteers. A discussion followed and Mayor Petro suggested that the City create its own medal which could be presented to each participant, as well as Youth Council participants. Councilmember Thomas inquired whether criteria be identified to determine when service and volunteer hours had been met by participants to receive the award. Councilmember Smith Edmondson stated she would follow up to identify the number of involved youth.

Councilmember Smith Edmondson shared a report from Communities That Care (CTC) and announced she had learned if a youth had interaction with at least three non-parent adults really made a difference in a child’s life: significantly contributing to them feeling connected to their community, preventing them from choosing to participate in risky behaviors.

Councilmember Smith Edmondson reported on some areas within the Kayscreek area where sidewalks still needed to be repaired and stated she would forward the information to Steve Jackson, Public Works Director. She indicated there had been some additional incidents in the crosswalk near Sunburst Elementary School off of Layton Parkway. She stated the involved parents which had previously addressed the City

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Council requesting a school crosswalk would be reaching out to the school to see what more could be done to provide safety for the students walking to school. There had been a police presence in the area enforcing the speed limit and wondered if there was anything more the City could do.

Stephen Jackson, Public Works Director, requested Councilmember Smith Edmondson clarify the situation. Councilmember Smith Edmondson responded the specific area was 2200 West/Layton Parkway. She mentioned they were just outside of the boundary to be bused and had to walk to school. She stated the school's Community Council would be discussing the issue. Mr. Jackson reported additional signage had recently been installed in that area. He indicated the flashing lights on the stop signs weren't new.

Mayor Petro announced Councilmember Bloxham was participating in the meeting electronically.

DISCUSSION REGARDING GENERAL PLAN WATER ELEMENT – GENERAL PLAN AMENDMENT TO COMPLY WITH THE PROVISIONS OF UTAH STATE CODE 10-9A-403(2)(a)(iv)

Weston Applonie, Community and Economic Development Director, introduced Brad McIlrath, City Planner and Jeffrey Montague, Planner, and informed the Council, the State required cities adopt a new Water Use and Preservation Element to the City's General Plan. He mentioned Staff in the Public Works and Engineering Departments had also worked with the state to identify what was required.

Mr. McIlrath shared a visual presentation and stated the additional Water Element to the General Plan needed to be adopted and implemented by Wednesday, December 31, 2025, and was required to address certain objectives outlined in state code. He reported state code required coordination with the Department of Natural Resources, Division of Water Quality, Division of Agriculture, the City's Public Works Staff (the City's water provider) and Weber Basin Water. He stated a Public Hearing with the Planning Commission would be scheduled on Tuesday, October 28, 2025, followed by a City Council Public Hearing on Thursday, November 20, 2025.

Mr. McIlrath reviewed the five objectives in state code:

1. Determine the effect of permitted development or development patterns on water demand and water infrastructure.
2. Identify methods of reducing water demand and per capita water use for existing development.
3. Identify methods of reducing water demand and per capita water use for future development.
4. Identify opportunities for the City to modify its operations to reduce and eliminate wasteful water

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practices.

5. Consider the impact of the City's water use on the Great Salt Lake and ways to support the survival on the Great Salt Lake and its resources.

He identified Water Conservation Efforts already implemented within the City and identified the following:

- Water Conservation Plan updated in 2022
- Water Master Plan from 2017; however, it was actively being updated.
- Water-wise Landscaping Ordinance adopted in 2021
- City Staff participating in the Growing Water Smart Workshop (2022)

He explained the background of the City's Water Profile and reminded the Council the City's water supply was culinary, provided by City-owned water rights and water purchased from Weber Basin Water Conservancy District; with secondary water provided by Kays Creek Irrigation, Holmes Creek Irrigation, Davis and Weber County Canal Company, and Weber Basin Conservancy District. He stated the current population of the City was 88,000+ with projected population of 110,000 by 2045. He mentioned the City experienced its highest population growth between 2010 and 2020, followed by Syracuse, Farmington, Kaysville, and North Salt Lake. He pointed out it was important to identify those other growing entities because of shared water resources between communities.

He shared an illustration provided by the Utah Rivers Council which identified Utah Water Use comparing agriculture water use to municipal water use. The illustration concluded outdoor water use could be more efficient. He continued to review water use by land use over a five year span and shared a graph illustration.

He informed the Council the City's Layton Forward General Plan supported growth in centers and, in some areas, planned residential developments on smaller lots. The indicated preliminary data associated with the Water Master Plan update reflected a greater use of outdoor water compared to indoor use and pointed out the greatest water efficiency was in mixed use and transit-oriented developments.

He reviewed the identified Water Use Considerations, as opposed to 'recommendations', included in the Plan:

1. Diversity of housing options for new development
2. Water intensive amenities in new residential development
3. Turf grass restrictions and Water-wise landscaping for all single-family development
 - Turf grass limited to 35% of landscaping lot
 - No turf grass in areas less than 8' wide

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- Currently only applicable to PRUD's (Planned Residential Unit Development)

4. Water-wise landscaping for existing development
 - Updated or deteriorated landscaping
 - Education for existing landowners

A discussion followed regarding whether these recommendations were applicable to residential and Mr. McIlrath clarified this would be mostly applicable to non-residential uses. Mr. Applonie mentioned some businesses hadn't appropriately maintained the landscaping of the property and once notified by Code Compliance, the business would need to comply to this new proposed water efficient statute.

Councilmember Thomas requested clarification about different types of grass and whether there were varieties which were better for water conservation. Mr. McIlrath responded in the affirmative and pointed out Kentucky Blue grass was a sturdy grass; however, it gets overwatered which contributed to shallow roots as opposed to encouraging deeper roots for stronger turf. He added Weber Basin Water Conservancy District provided resources on effective watering and the flip your strip replacement program, and mentioned residents were referred to that agency and a discussion followed.

Mr. McIlrath continued to review the Water Use Considerations:

5. Pool cover requirements
 - Pool covers reduce evaporation by up to 90%
 - Require installation with new permit
 - Verify at time of inspection
6. Size of pools on single-family residential lots
 - Maximum pool size limits equal recurring water savings
 - Example of 600-square foot pool limitation. Most pools were generally 700-800 square feet in size based on building permits between January 2024 and July 2025
7. Water-intensive land uses such as data centers
 - Not currently addressed by Municipal Code
 - Highly water intensive
 - Significant water was required to cool the servers

Mr. McIlrath continued to review Water Quality Considerations:

1. Parking lot pollution abatement
 - Bioswales (vegetated drainage)
 - Reduced stormwater runoff and pollution

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2. Water Quality in Riparian Corridors
 - Setbacks along creeks
 - Buffers decrease stormwater runoff and pollution

He continued reviewing City operations associated with the Plan and emphasized all were currently included and implemented in the Conservation Plan.

He reviewed the Consideration for the Great Sale Lake which reflected changes to the Lake from 1987, 2008, 2012, and 2022. He identified the following specifics:

- Lake levels decreasing due to evaporation and human use
 - Exposed lake bed impacted air quality via toxic dust
 - Degraded wildlife habitats damaging local populations
- Reduced consumption equaled greater ground water storage which increased stream flow
- Conservation alone would not be enough
 - Water must be tracked and shepherded to the Great Salt Lake

Councilmember Roberts pointed out agriculture also recharged groundwater and Mr. McIlrath expressed agreement. He also suggested phragmites impeded the distribution of water funneled to The Great Salt Lake and believed control of that nuisance should be addressed. Stephen Jackson, Public Works Director, mentioned Davis County Flood Control had made efforts in keeping those in check because they did impact the flow rates from local streams.

Alex Jensen, City Manager, announced this item would come before the Council for adoption during the next City Council Meeting scheduled for Thursday, November 6, 2025.

DISCUSSION REGARDING NEIGHBORHOOD TOWN CENTER ZONE (TC-1) – ZONING TEXT AMENDMENT

Mr Applonie informed the Council the Neighborhood Town Center Zone (TC-1) was specifically written for the Gordon/Highway 89 Town Center. He clarified the proposed code would be very in depth; however, it would facilitate the changes coming to the City which included other areas within the City designated for the West Layton Town Center, Business Park in the western portion of the City, including commercial and residential standards throughout the City.

Mr. McIlrath mentioned significant work had previously been completed to the General Plan, as well as the

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Gordon/89 Town Center Master Plan which was used as the basis for this new code. The Neighborhood Town Center (TC-1) zone was intended to implement vision of the General Plan and the Town Center Master Plan. It was a Form-Based Code style which aligned with principles of both plans. Specific architectural design elements of the Master Plan had been included. This would be used as a starting point for the West Layton Town Center.

Mr. McIlrath indicated the proposed code had been drafted in three separate sections:

- Introduction which identified the purpose, intent, and objectives of TC-1 Zone.
- Development Agreement would be required with a rezone.
- Items still being considered:
 - Minimum Project Area
 - Development Plan
 - Order of Construction –commercial would be in line with residential construction, including the anchor tenant
- Zoning Sub-districts; he shared an illustration which reflected an example of various uses:
 - Commercial
 - Mixed-Use
 - Town Residential
 - Neighborhood Residential
 - Detached Residential
 - Open Space

He referenced an illustration of the Gordon Town Center and spoke to the various zoning proposed for the Town Center development and reviewed each explaining how they each complemented and/or benefitted one another. He continued to speak to the general design standards which would be required in order to ensure the town center would be a ‘place’, a walkable center to attract the public.

He stated the building standards was the largest section of the proposed code and indicated it was very detail oriented which identified building types by sub-district. He mentioned specifics such as: setbacks, higher density, transparency and glazing for storefront businesses, amenities for both Residential Mixed-Use and Townhome Developments, and developers would be required to select from a menu of building features, to ensure amenities since there would be no private outdoor spaces for these types of homes, and reviewed the variety of amenities to choose from.

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He shared the table examples for the building types and pointed out the designated Zoning Sub-districts for the Town Center and other images of potential various types of housing. He continued to review general design standards for the development and specifically spoke to the roof style and permitted awning materials. He emphasized the Town Center Master Plan had identified four specific architectural styles and reviewed each pointing out the Mountain Modern would be the main architectural style for the Town Center and would be required for the commercial and mixed-used structures. He also reviewed the landscaping standards, especially the parking areas, to include trees and landscaping which would contribute to the beauty of the area. He continued to explain the streetscape standards pointing out the importance of the sidewalk width.

Mayor Petro inquired about designated areas to accommodate for the use of electric scooters and/or bikes, and the placement of the bicycle lands as well as the parking for these modes of transportation. Mr. McIlrath referenced the illustration specific to the parking standards, and also mentioned various roadways within the development and explained how those would be accommodated. He pointed out the parking standards were aligned with existing code. He mentioned significant work had been completed prior to implementing sign standards for the MU (Mixed –Use) and MU-TOD (Mixed-Use Transit-oriented Development) areas could also be applicable to the Town Center.

Councilmember Thomas requested clarification regarding dying trees within the development and Mr. Applonie responded Municipal Code already addressed that issue.

Councilmember Morris requested clarification about the implementation of a development agreement for the Town Center and Mr. Applonie indicated the City was still in conversations with UDOT (Utah Department of Transportation). Councilmember Morris expressed appreciation to Staff for the amount of preparation and work regarding the proposed Town Center.

Mr. Jensen requested Staff provide the presentation to the Council.

DISCUSSION REGARDING PROPOSED TAX INCREASE BY THE DAVIS COUNTY MOSQUITO ABATEMENT DISTRICT

Councilmember Roberts distributed the notice of the proposed tax increase for the Mosquito Abatement District-Davis. He briefly reviewed the specifics associated with the proposed increase and explained the need for a new building in order to accommodate chemicals and pesticides required for West Nile Virus. He pointed out residents were continuing to move in the western portion of the county where mosquito

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habitat was prevalent and services were expanding. He announced a public hearing was scheduled for Thursday, December 11, 2025, at 7:00 PM at 85 North 600 West, in Kaysville. He also mentioned the need to purchase an additional drone to cover more area. He mentioned the District was the smallest entity which received property tax revenue.

DISCUSSION REGARDING STATE OF UTAH PROPOSED IMPOSITION OF WATER QUALITY AND INFRASTRUCTURE FEES

Stephen Jackson, Public Works Director, and Tracy Probert, Finance Director, were present to discuss the proposed imposition of water quality and infrastructure fees, due to recent legislation. He shared a visual presentation regarding a proposed water system fee applicable to drinking water systems and stated a 64% decrease in the 2026 federal budget for drinking water programs. He referenced an illustration of forecasted revenues and reviewed the Administration Revenue Shortfall Projection which reflected a loss of approximately \$5.6 million. He identified the internal cutting of costs and pointed out the need for more stable funding. He announced the Division of Drinking Water (DDW) believed imposition of a consumption fee, based on population, would make up the shortfall, \$116,000 per year for Layton City. He explained this fee would cover operations and ongoing support of its programs. He indicated five of the largest systems within the State would be providing over 25% of the funding if the proposal was approved as described. He shared some illustrations. A discussion followed and Mr. Jackson believed a more equitable approach should be considered since the City provided significant services to its residents compared to what was being provided to smaller water companies.

Councilmember Morris requested clarification on what the City would be asked to contribute compared to the benefit it would receive. Mr. Jackson expressed his opinion the proposal was not equitable to all entities and pointed out the City was currently providing water to its citizens and did not rely on the State. He expressed concern the City was being asked to pay the State a significant amount of public funds and receive nothing in return.

Mr. Jackson informed the Council of HB280 which formed the Water Development Coordinating Council (WDCC) which was tasked with creating the Utah Unified Water Infrastructure Plan (UWIP) in order to provide water project funding prioritization. He explained how it identified infrastructure project funding and the criteria used to determine funding.

He informed the Council that the median adjusted gross income of the City's residents would be used to determine how much residents would be paying to the State on an annual basis. He indicated Layton City

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was the third largest water division within the State; therefore, the City would need to raise rates over \$1,029 per year, per household, which would go directly to the State fund. If the City didn't increase its rates, it would lose funding or be denied future grant funding requests.

Councilmember Morris requested clarification about the bill that was recently passed by the legislature. Councilmember Roberts believed the bill that was passed in 2024 and was specific to authorizing the study. The bill passed by the legislature in 2025 approved the departments to implement the fees and the discussion continued.

Mr. Probert said the \$16.32 per connection per month would significantly increase a resident's culinary water bill and suggested this increase would be unreasonable.

Mr. Jackson stated he would forward the presentation to the Council.

The meeting adjourned at 7:05 p.m.

Kimberly S Read, City Recorder

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MINUTES OF LAYTON CITY COUNCIL MEETING

OCTOBER 16, 2025; 7:09 P.M.

MAYOR AND COUNCILMEMBERS PRESENT:

**MAYOR JOY PETRO, CLINT MORRIS, TYSON
ROBERTS, BETTINA SMITH EDMONDSON, AND
DAVE THOMAS**

PARTICIPATING ELECTRONICALLY

ZACH BLOXHAM

STAFF PRESENT:

**ALEX JENSEN, JAYDN APPOLONIE, AND TORI
CAMPBELL**

The meeting was held in the Council Chambers of the Layton City Center.

Mayor Petro opened the meeting and welcomed the public. Councilmember Smith Edmondson offered the invocation led the Pledge of Allegiance.

MINUTES:

Councilmember Smith Edmondson requested a correction to the September 18, 2025 City Council Meeting Minutes specific to the Layton Utah250 Community Committee. The minutes reflect Lamont Hamilton as a committee member and indicated it should be Lamont Hampton.

MOTION: Councilmember Smith Edmondson moved and Councilmember Morris seconded to approve the minutes from the May 15, 2025 City Council Work Meeting as written; and the minutes from the September 18, 2025 City Council Meeting as amended:

Layton City Council Work Meeting – May 15, 2025; and
Layton City Council Meeting – September 18, 2025.

The vote was unanimous to approve the minutes as written and amended.

MUNICIPAL EVENT ANNOUNCEMENTS:

Councilmember Roberts announced the following:

- Layton Surf ‘n Swim had installed a new wave machine which had been funded by a RAMP

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(Recreation, Arts, Museum, and Parks) Grant. He mentioned it produced eight different types of waves. He also mentioned Surf 'n Swim hours had been modified; 12:00 noon – 8:45 PM, to accommodate Davis School District's Fall Break.

- Halloween Bash would take place on Friday, October 17, 2025, from 6:00 – 8:30 PM, located in the Amphitheater and would include fun games, live music, costume contest, and fun for the whole family. The activity would be free of charge.
- Whispers in the Dark storytelling event would also take place in the Amphitheater on Saturday, October 18, 2025 from 3:00 – 9:00 PM. This would also be a free event.
- Veterans Day Parade was scheduled for Saturday, November 8, 2025 beginning at 11:11 AM, which will end in Constitution Circle followed by a Veterans Honors Ceremony, in conjunction with the Northern Utah Vietnam Veterans Association, beginning at 12:30 PM.

Councilmember Thomas commented on the waves being created by the new wave machine at Surf 'n Swim.

PRESENTATIONS:

PROCLAMATION – UTAH PARENT TEACHER ASSOCIATION (UTAH PTA) CENTENNIAL CELEBRATION MONTH

Mayor Petro read the proclamation for the 100th Anniversary of the Utah Parent Teacher Association (PTA).

She invited Stacy Mollinet and Deanna Espinoza, residents, to come forward and receive the proclamation. Ms. Mollinet, Davis Junior Council President, expressed appreciation to Mayor Petro and the Council for its support and recognition of PTA in Utah and its focus on engaging and empowering families of school-aged children.

Mayor Petro and the Council shook their hands and congratulated them.

Councilmember Smith Edmondson announced studies have shown that young people need to know at least three non-parental adults which care for them to deter from alcohol, suicide, and drug use. She believed the local PTA's were a huge part of that support and partnership.

CITIZEN COMMENTS:

Dee Rice, resident and retired Davis School District Employee, expressed concern regarding the speeding

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along Oak Lane. She shared a recent situation in which a baby deer had been hit and injured, the second within the past two months. She pointed out this could have easily been a child and described how the children played in that area. Although the posted speed limit was 25, motorists generally exceeded that. She requested a trailer with electric signage be placed along the roadway informing motorists of their respective speed. She also mentioned at one time there was frequent police presence along the roadway but residents realize that isn't feasible all the time.

Meghan Crowell, resident, shared a personal situation when taking her children to the school bus when her daughter darted in front of a passing car. Luckily, she wasn't hit; however, the next day the baby deer was hit at that same location. She pointed out Oak Lane was a curvy road which created limited visibility along the roadway. More families are moving into the area with small children and she would appreciate any efforts on behalf of the City to create a safer situation.

Mayor Petro commented that the City had a mobile trailer that could be placed in this area.

Jennifer Shepherd, resident, commented on the new wave pool pump paid for by RAMP (Recreation, Arts, Museum, and Parks) Tax funding; however, this was something which she would never use, nor would she use the \$700,000 upgrade to the bathrooms at Andy Adams Park, nor would she attend the concerts at the amphitheater, she didn't have children to participate in other programming, but she would participate, and believed she represented a large proportion of City residents, in a dog park and suggested this project could be funded by RAMP. She mentioned it was on the ballot but was conflicted on whether she would vote positively for the opinion question unless she knew whether any funding would be appropriated for a dog park. She believed the issue needed to be placed on a City Council Agenda, at the very least. Although the Parks and Recreation Department had proposed a couple of areas for the dog park, she believed the Bamberger Trail wasn't feasible and shared her opinion on other areas which should be considered. She informed the Council there had been some media interest regarding the dog park issue. She stated she had addressed the Parks and Recreation Commission and City Council many times regarding the issue and expressed her disappointment it hadn't been addressed. She believed it was irresponsible the City didn't have a dog park within its boundaries.

Ms. Rice expressed agreement with Ms. Shepherd's comments and would be in support of a dog park in Layton City.

Megan Smock, resident, expressed support of a dog park and identified the following benefits for dogs: exercise, physical health, socialization, mental stimulation, training opportunities, and stress relief. Dog owners would also have opportunities for exercise, community and social interaction, behavioral improvement, a safe

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environment, and educational opportunities. She also mentioned the many projects completed by the use of RAMP funding, which benefitted a certain segment of the City's population and expressed her opinion a dog park would benefit everyone within the City. She inquired who decided the priorities for use of RAMP Tax funding and believed if it came before the public to vote a dog park, would take precedence over other projects.

Tonya, resident, expressed support for a dog park and believed a dog park benefitted everyone, dog lovers or not. She believed a dog would reduce the off-leash illegal behavior on behalf of dog owners and suggested it would contribute to better canine citizens.

Mayor Petro stated she generally didn't respond to comments expressed during this portion of the meeting; however, since there were so few agenda items, she would provide a response. She informed the public Staff had considered many different properties to find a location for a suitable dog park and stated she had personally tried to identify a location and secure property from four different property owners for this use. She continued to explain challenges in identifying an appropriate location. She assured the residents their requests hadn't been ignored. She posed the following question: if there was a private dog park, how many dog owners would be willing to pay for such an amenity and many in the audience responded in the affirmative.

Councilmember Smith Edmondson expressed agreement with Mayor Petro's remarks and added although it might appear as though the Council didn't hear or care about the issue, that would be an incorrect assumption. She stated presentations by Staff regarding this topic had been shared with the City Council a number of times and believed the information provided had been useful in determining appropriate areas reviewed by Staff. She explained the City's process and financing for new City Park facilities and City Staff was continuing to learn about dog parks. She pointed out the City hadn't received favorable recommendations from other entities when asked about their respective dog parks. She suggested there was value in the City developing things the right way ensuring the completed project was beneficial to the entire City. She also believed the RAMP Tax had been beneficial to the entire City even if some residents didn't participate in the programming, it provided an alternative funding source rather than the General Fund to complete projects and/or programming.

Councilmember Roberts mentioned that both Ms. Shepherd and Ms. Smock had been attending the Parks and Recreation Commission Meetings for approximately the past year and indicated their comments hadn't gone unnoticed. He announced the City park completed last year had taken many years to finally be completed and explained members of the community volunteered to serve on the RAMP Tax Advisory Commission which was tasked to review RAMP grant applications to make recommendations on the projects and/or programming to receive the funding. He also mentioned the Parks and Recreation also followed the Parks Master Plan which identified priorities.

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CONSENT AGENDA:

There were no items on the consent agenda for consideration.

PUBLIC HEARINGS:

There were no scheduled public hearings.

UNFINISHED BUSINESS:

There was no unfinished business.

The meeting adjourned at 7:45 p.m.

Kimberly S Read, City Recorder

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MINUTES OF LAYTON CITY COUNCIL SPECIAL MEETING

NOVEMBER 18, 2025; 12:06 P.M.

MAYOR AND COUNCILMEMBERS

PRESENT:

**MAYOR JOY PETRO, ZACH BLOXHAM, CLINT
MORRIS, TYSON ROBERTS, BETTINA SMITH
EDMONDSON, AND DAVE THOMAS**

STAFF PRESENT:

CLINT DRAKE, AND KIM READ

The meeting was held in the Council Conference Room of the Layton City Center.

Mayor Petro opened the meeting.

AGENDA:

CANVASS OF MUNICIPAL GENERAL ELECTION

MOTION: Councilmember Roberts moved to adjourn as the City Council and reconvene as the Board of Canvassers. Councilmember Thomas seconded the motion, which passed unanimously. **Councilmember Bloxham was not present for the vote.**

Kimberly Read, City Recorder, presented the 2025 Municipal General Election Results provided by Davis County Elections Office and reviewed them with the Board pointing out the following:

- Layton City had 41,679 registered voters for the Election, 14,079 ballots cast, resulting in a 33.78% turnout, an increase from 21.91% from the 2025 Municipal Primary Election. The 2023 Municipal General Election experienced a 23.73% turnout.

- Ms. Read announced the votes for each race per candidate:

Joy Petro received 9,630 votes for Mayor;

Trevor Lee Foust received 4,150 votes for Mayor.

Bettina Smith Edmondson received 8,021 votes for City Council;

Mike Kolendrianos received 6,172 votes for City Council;

Linda Lartigue received 6,066 votes for City Council;

Jory Rand Argyle received 4,814 votes for City Council.

Proposition #2 – Imposition of the RAMP (Recreation, Arts, Museum, and Parks) Tax received 10,402 for, or in favor; and, 3,331 against, or opposed the opinion question.

- She directed the Board to the Precinct Report.
- She reviewed the number of ballots not counted: 126 ballots were not counted due to various

D R A F T

reasons and provided an explanation for each of those reasons. She emphasized every voter of the 126 ballots were contacted and instructed on what action would need to be taken on their part for their vote to count.

Councilmember Bloxham arrived at 12:12 PM.

- She reviewed the statistic report and pointed out the number of received UOCAVA ballots.
- She directed the Board to the Canvass Report and Certification Reports provided by Davis County.
- She displayed the Cast Vote Record Report, provided by Davis County and reviewed. She emphasized this information couldn't be identified to any specific registered voter.

She announced the results from the Municipal Election:

MAYOR – four-year seat

Joy Petro	9,630	Elected
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CITY COUNCIL – Two (2) four-year seats

Bettina Smith Edmondson	8,021	Elected
Mike Kolendrianos	6,172	Elected

She announced the following had been eliminated during the 2025 Municipal General Election:

Mayoral Candidate Trevor Lee Foust	4,150
------------------------------------	-------

City Council Candidates:

Linda Lartigue	6,066
Jory Randy Argyle	4,814

Ms. Read announced the Layton City RAMP (Recreation, Arts, Museum, and Parks) Tax Proposition #2 Opinion Question had also been approved by voters:

Yes	10,402
No	3,331

A total of 14,079 ballots were received from 41,679 Registered Voters.

MOTION: Boardmember Thomas moved to accept the 2025 General Election Results as presented. Boardmember Bloxham seconded the motion, which passed unanimously.

D R A F T

The meeting adjourned at 12:19 p.m.

Kimberly S Read, City Recorder

**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 5.A.

Subject:

Audit and Financial Reports – Fiscal Year Ended June 30, 2025

Background:

State statute requires an annual audit of the City's financial records by a qualified certified public accountant. Federal regulations require an audit under the "Single Audit Act" when \$750,000 or more of Federal Grant money is expended in the year. HBME, P.C. (Auditors) were engaged to perform these audits and has completed the financial and single audits, fulfilling the requirements. Their opinion and reports are included within the Annual Comprehensive Financial Report (ACFR). A copy of the ACFR was submitted to the Dropbox of the Mayor and Council.

The Audit Committee has met with the Auditors and reviewed the financial report, audit findings, reports on compliance and single audit reports. The City has received a favorable opinion on the financial statements contained in the ACFR. This means that the financial statements present fairly, in all material respects, the financial position of the City at June 30, 2025.

Tracy Probert, Finance Director, will make a few comments about the financial report and answer any questions. Mr. Robert Wood (Auditor), Partner in the certified public accounting Firm of HBME, P.C. will present a brief report on the audits and will respond to questions, if any.

Alternatives:

Alternatives are to: 1) Accept the audit reports and financial report for the fiscal year ended June 30, 2025, as presented; or 2) Request additional information from Staff or Auditor.

Recommendation:

The Audit Committee and Staff recommend that the Council accept the audit reports and financial report for the fiscal year ended June 30, 2025, as presented.

LAYTON CITY COUNCIL MEETING AGENDA ITEM COVER SHEET

Item Number: 5.B.

Subject:

Amending Title 16, Chapter 16.10 and Section 16.10.010 of the Layton Municipal Code Adopting the 2006 Edition of The Utah Wildland Urban Interface Code, Including Appendix A- General Requirements, B- Vegetation Management Plan, C- Fire Hazard Severity Form; and Amending Title 9, Chapter 9.64, Section 9.64.150 Prohibition of Discharging Fireworks of the Layton City Municipal Code Increasing Firework Restrictions in Wildland Urban Interface Areas – Ordinance 25-26

Background:

The purpose of the Layton City Fire Department (Fire Department) is to protect life and property within the City from fires and other dangers. The City has previously adopted and utilized the 2006 edition of the International Wildland Urban Interface Code with amendments.

Utah House Bill 48 (HB48 2025) requires the City to adopt certain codes or regulations regarding the Wildland Urban Interface. The Fire Department is proposing an amendment to Title 16, Chapter 16.10 of the Layton Municipal Code to adopt and incorporate the 2006 edition of the Utah Wildland Urban Interface Code to be compliant with HB48.

The Fire Department is proposing an amendment to the Wildland Urban Interface Map (WUI) attached as Exhibit A. This amendment will change where the WUI code will be applied. This map will be reviewed and, if needed, revised every 3 years.

The Fire Department is also proposing an amendment to Title 9, Chapter 9.64, Section 9.64.150 Prohibition of Discharging Fireworks of the Layton Municipal Code, which would totally restrict fireworks in areas designated on the WUI. This amendment will ensure compliance with the 2006 edition of the Utah Wildland Urban Interface Code. A copy of the Fireworks Restriction Map is attached as Exhibit B.

Alternatives:

Alternatives are to: 1) Adopt Ordinance 25-26 to amend Title 16, Chapter 16.10, Section 16.10.010 in the 2006 edition of the Utah Wildland Urban Interface Code, including Appendix A - General Requirements, B- Vegetation Management Plan, C- Fire Hazard Severity Form; and Title 9, Chapter 9.64, Section 9.64.150 Prohibition of Discharging Fireworks of the Layton Municipal Code; or 2) Adopt Ordinance 25-26 with any amendments the Council deems appropriate; or 3) Not adopt Ordinance 25-26 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Ordinance 25-26 to amend Title 16, Chapter 16.10, Section 16.10.010 in the 2006 edition of the Utah Wildland Urban Interface Code, including Appendix A- General Requirements, B- Vegetation Management Plan, C- Fire Hazard Severity Form; and Title 9, Chapter 9.64, Section 9.64.150 Prohibition of Discharging Fireworks of the Layton Municipal Code and authorize the Mayor to sign the necessary documents.

ORDINANCE 25-26

AN ORDINANCE AMENDING TITLE 16, CREATING CHAPTER 16.10 OF THE LAYTON MUNICIPAL CODE; PROVIDING FOR ADOPTION OF THE 2006 EDITION OF THE UTAH WILDLAND-URBAN INTERFACE CODE; AND AMENDING TITLE 9, CHAPTER 9.64, SECTION 9.64.150 PROHIBITION OF DISCHARGING FIREWORKS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the purpose of the Layton City Fire Department is to protect life and property within Layton City from fires and other dangers; and

WHEREAS, Layton City recognizes the importance of providing for the mitigation of hazard to life and property from the intrusion of fire from wildland exposures, fire from adjacent structures, and prevention of structure fires from spreading to wildland fuels in the wildland areas; and

WHEREAS, Layton City recognizes the need to provide for the designation of the Wildland Urban-Interface areas and to provide for more definitive fire protection in these areas; and

WHEREAS, the proposed ordinance addresses these objectives and furthers the mission of the Layton City Fire Department and in the best interests of the health, safety, and welfare of its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF LAYTON, UTAH:

SECTION I: Repealer. If any provisions of the City's Code heretofore adopted are inconsistent herewith they are hereby repealed.

SECTION II: Enactment. Title 16, Chapter 16.10 of the Layton Municipal Code is hereby amended as follows:

16.10.010 Adopted

~~The 2018 International Fire Code and Appendices B – Fire Flow Requirements for Buildings, C – Fire Hydrant Locations and Distribution, D – Fire Apparatus Access Roads are adopted as amended, by reference and are made a part of this Code.~~

The 2006 edition of the Utah Wildland-Urban Interface Code, including Appendix A – General Requirements, B – Vegetation Management Plan, C – Fire Hazard Severity Form, are included.

~~Appendices A – Board of Appeals, E – Hazard Categories, F – Hazard Ranking, G – Cryogenic Fluids Weight and Volume Equivalents are included as guides. The language hereinafter is in addition to the language in the published codes and Appendices.~~

~~SECTION 104.3 Alternative Appeal Process.~~

~~Notwithstanding Sections 104.1 and 104.2, a person may seek a review of the application and interpretation of this Code, first to the Fire Chief and then the City Manager. A written appeal shall be filed with the Fire Chief, who shall render a determination within fourteen (14) days from the receipt of the appeal. If the written appeal fails to contain the necessary specificity to make a determination, this time period may be extended. If no decision is made by the Fire Chief within the time period, or if the appellant desires further review, a written appeal may be made to the City Manager. The City Manager shall render a decision within twenty-one (21) days of receiving the written appeal. The Fire Chief and City Manager have the authority to interpret this~~

~~Code and shall, with reasonable diligence, determine whether the requirements imposed constitute a fair administration of this Code.~~

SECTION 108.4 Alternative—Appeal process.

~~Notwithstanding Sections 109.1, 109.2, 109.3, a person may seek a review of the application and interpretation of this Code, first to the Fire Chief and then the City Manager. A written appeal shall be filed with the Fire Chief, who shall render a determination within fourteen (14) days from the receipt of the appeal. If the written appeal fails to contain the necessary specificity to make a determination, this time period may be extended. If no decision is made by the Fire Chief within the time period, or if the appellant desires further review, a written appeal may be made to the City Manager. The City Manager shall render a decision within twenty-one (21) days of receiving the written appeal. The Fire Chief and City Manager have the authority to interpret this Code and shall, with reasonable diligence, determine whether the requirements imposed constitute a fair administration of this Code.~~

SECTION 403.1 Restricted Access.

~~Where emergency vehicle access is restricted because of secured access roads or driveways or where immediate access is necessary for life saving or fire fighting purposes, the requirements of Layton Municipal Code Section 16.04.010 Section 503.6 of the International Fire Code shall be met.~~

SECTION 403.2 Driveways.

~~Driveways shall be provided when any portion of an exterior wall of the first story of a building is located more than one hundred fifty feet (150') (45,720 mm) from a fire apparatus access road. Driveways shall be in accordance with Layton Municipal Code Section 18.50.060.~~

~~Vehicle load limits shall be posted at both entrances to bridges on driveways, private lanes, and private roads. Design loads for bridges shall be established by the City Engineer.~~

SECTION 403.3 Fire Apparatus Access Road.

~~When required, fire apparatus access roads shall be all-weather roads with a minimum width of twenty-six feet (26') and a clear height of thirteen feet (13') six inches (6"); shall be designed to accommodate the loads and turning radii for fire apparatus; and have a gradient negotiable by the specific fire apparatus normally used at the location within the jurisdiction. Dead-end roads in excess of 150 feet in length shall be provided with turnarounds as approved by the code official. An all-weather road surface shall be any surface material acceptable to the code official that would normally allow the passage of emergency service vehicles typically used to respond to that location within the jurisdiction.~~

SECTION 403.6 Address Markers.

~~All buildings where the address posted on the building is not visible and/or readable from the street, shall have a permanently posted address made of noncombustible materials, which shall be placed at each driveway entrance and be visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter, and the address shall be visible and legible from the road on which the address is located.~~

~~Address signs along one way roads shall be visible from both the intended direction of travel and the opposite direction. Where multiple addresses are required at a single driveway, they shall be mounted on a single post, and additional signs shall be posted at locations where driveways divide.~~

~~Where a roadway provides access solely to a single commercial or industrial business, the address sign shall be placed at the nearest road intersection providing access to that site.~~

~~SECTION 404.5 Adequate Water Supply.~~

~~Adequate water supply shall be in accordance with Appendix B of the International Fire Code as amended in the Layton Municipal Code Chapter 16.04.~~

~~SECTION 503.1 General.~~

~~Buildings and structures hereafter constructed, modified or relocated into or within wildland-urban interface areas shall meet the construction requirements in accordance with Table 16.10-503.1. Class 1, Class 2, or Class 3 ignition-resistant construction shall be in accordance with Sections 504, 505, and 506, respectively.~~

~~Table 16.10-503.1~~

~~Ignition-Resistant Construction^a~~

FIRE HAZARD SEVERITY			
DEFENSIBLE SPACE ^c	Moderate Hazard	High Hazard	Extreme Hazard
	Water Supply ^b	Water Supply ^b	Water Supply ^b
Nonconforming	IR-2	IR-4	IR-1
			N.C.
Conforming	IR-3	IR-2	IR-1
1.5 x Conforming	Not Required	IR-3	IR-2

~~a. Access shall be in accordance with Section 402.~~

~~b. Subdivisions shall have a conforming water supply in accordance with Section 402.1.~~

~~IR-1 = Ignition-resistant construction in accordance with Section 504.~~

~~IR-2 = Ignition-resistant construction in accordance with Section 505.~~

~~IR-3 = Ignition-resistant construction in accordance with Section 506.~~

~~N.C. = Exterior walls shall have a fire-resistance rating of not less than 1 hour and the exterior surfaces of such walls shall be noncombustible. Usage of log wall construction is allowed.~~

~~e. Conformance based on Section 603.~~

~~SECTION 503.2.1 Fire apparatus access roads dimensions of fire access roads.~~

~~Fire apparatus access roads in all developments shall have a minimum unobstructed width of twenty six feet (26') and a minimum unobstructed vertical clearance of thirteen feet six inches (13' 6") and shall meet the requirements in Appendix D—Fire Apparatus Access Roads and as amended in this Chapter.~~

SECTION 503.6 Security gates.

~~When gates are to be installed across required fire apparatus access roads, they shall be provided with an approved opening device. All gates and opening devices across access roads shall be approved by the Fire Department and shall be maintained or removed from the access road.~~

SECTION 506.1 Key boxes.

~~Key boxes shall be installed on all buildings that are equipped with automatic fire suppression or automatic fire detection systems. The key box shall be of an approved type and shall contain keys and/or other devices necessary to gain access to all doors and rooms throughout the building. Key boxes shall be installed in an approved location within ten feet (10') of the main entrance doors.~~

SECTION 507.3 Fire flow.

~~Appendix B and Table B105.1 as amended in this Chapter are to be used along with requirements listed in Chapter 13.10 of the Layton Municipal Code in determining fire flow requirements within Layton City.~~

SECTION 507.5 Fire hydrant systems.

~~(1) Scope. Appendix C and Table C102.1 shall be used for determining the required number and distribution of fire hydrants. The number and distribution of fire hydrants may be altered when special conditions exist and approved by the Fire Chief.~~

~~Fire hydrant locations shall be as determined by the Fire Chief and City Engineer.~~

~~(2) Location. Fire hydrants shall be provided along required fire apparatus access roads and adjacent public streets. In order to provide a safe operating distance, fire hydrants shall be located at a minimum, a distance from the nearest building that is equal to one and a half (1½) times the building height, or as determined by the Fire Chief based on special conditions.~~

~~(3) All fire hydrants are to be installed so as to be fully accessible for Fire Department use with the four and a half inch (4½") connection facing the point of fire apparatus access as approved by the Fire Chief.~~

SECTION 507.5.3 Private fire service mains and water tanks.

~~Testing, inspection, maintenance, and repair of private fire hydrants shall be the responsibility of the property owner. Private fire hydrants shall be maintained in an operable condition at all times. Testing, inspection, and maintenance of private fire hydrants shall be conducted on an annual basis and after each use. The annual maintenance shall include steps as promulgated in the Private Fire Hydrant Testing, Inspection, and Maintenance Policy.~~

~~If a private fire hydrant is defective, has been damaged or otherwise been rendered inoperable, repairs or other necessary efforts must be made to render the hydrant fully operational within ten (10) working days. All repair work shall be preapproved by the Layton City Public Works Department and inspected and approved by Layton City Public Works Department after repairs~~

~~have been made. If the property owner fails to comply within the ten (10) working days a fine of not more than One Hundred Dollars (\$100.00) will be levied against the property owner each day the hydrant remains out of service.~~

~~Every five (5) years, a fire flow test of the fire service main piping shall be conducted as outlined in National Fire Protection Association (NFPA) Standard 291 Recommended Practice for Fire-flow Testing and Marking of Hydrants. Fire flow tests shall be conducted by a person trained in the procedures specified in NFPA 291 and the conducting of the test shall be coordinated with Layton City Public Works Department.~~

~~Written documentation of each of the above mentioned annual testing, inspection, and maintenance and the five (5) year fire flow tests shall be provided to the Fire Department upon the completion.~~

SECTION 901.6.3 Records.

~~Records of all system inspections, tests, and maintenance required by the referenced standards shall be maintained on the premises for a minimum of three (3) years and shall be submitted to the Fire Prevention Division of the Fire Department in a manner and format as prescribed by the fire code official within five (5) working days after the inspections, tests, and maintenance are completed.~~

SECTION 903.3 Fire extinguishing systems installation requirements.

~~(1) Control valves, wall mount O.S. & Y and P.I.V. valves for automatic sprinklers shall not be located more than five feet (5') above finished floor or grade level.~~

~~(2) When an automatic fire sprinkler system serves two (2) or more occupancies, the automatic fire sprinkler system or a smoke/heat detection system shall be designed and installed so as to indicate on the main alarm panel and remote annunciator the location of a fire within the building.~~

SECTION 907.9 Zones.

~~Fire Alarm systems shall be divided into alarm zones when required by the Fire Chief.~~

SECTION 907.9.1 Remote annunciator.

~~When two (2) or more alarm zones/addresses are required, or the system installed is an addressable system, visible annunciation shall be provided in an area near the front main entrance. Visible annunciation shall be located where it can be read from inside of the front main entrance within ten feet (10'). A key map shall be located next to the main fire alarm panel and/or the annunciator panels. The key map shall include a floor plan of the building and be color coded to coordinate separate notification zones or in an addressable system, the separate types of notification devices. The information that is indicated on the remote annunciator panel(s) is to match the information that is provided on the main fire alarm panel. This map shall be covered with a protective covering. The main fire alarm panel shall be located in an area which is deemed the most constantly attended location, such as the main office, reception desk/area or the main corridor shared by separate occupancies. The main fire alarm panel may be installed elsewhere in the building as approved by the Fire Chief with the installation of a fully functioning remote annunciator in the areas listed above.~~

SECTION 912.2 FDC location.

~~The required Fire Department Connection (FDC) of automatic fire sprinkler systems shall be of the Freestanding Fire Department Connection type and when practicable, shall be located at the front of the building at a minimum distance that is equal to one and a half (1½) times the height of the building. Freestanding FDC's are to be installed as per Layton City Fire Department FDC Installation Policy. A fire hydrant shall be located within one hundred feet (100') of the FDC. Where an existing building is upgraded with an approved fire sprinkler system alternative locations shall be determined by the Fire Chief. The alarm indicating device shall be installed on the street side of the building. In the event that the front main entrance of the building is located on other than the street side of the building, an additional alarm bell shall also be located on the front side of the building. The Fire Chief shall approve the location of the FDC and the alarm indicating device.~~

SECTION 912.4.1 Locking Fire Department connection caps/plugs.

~~KNOX Locking FDC Plugs shall be provided for all newly constructed FDC's. Existing FDC's shall be provided with KNOX Locking FDC Plugs upon required replacement of the break away type FDC caps due to breakage or removal, or as deemed necessary by the Fire Chief. Both inlets on Siamese FDC's are to be provided with KNOX Locking FDC plugs albeit one FDC cap is in need of replacement.~~

SECTION 5704.2.9.6 Stationary above ground tanks outside of buildings.

~~Prior to locating or installing above ground tanks for Class I and Class II liquids, conditional use approval must be received from the Planning Commission. Aboveground bare steel tanks shall only be permitted in zoning districts M-1, M-2, and A.~~

SECTION 5704.2.9.6.1.1 Location of tanks with pressures 2.5 psig (17.2 kPa) or less.

~~Above ground tanks operating at pressures not exceeding 2.5 psig (17.2 kPa) for storage of Class I, II, or III A liquids, which are designed with a weak roof to shell seam or equipped with emergency venting devices limiting pressures to 2.5 psig (17.2 kPa), shall only be permitted in M-1 and M-2 zoning districts and prior to installation must receive conditional use approval from the Planning Commission.~~

SECTION 5704.2.9.6.1.5 Location of tanks for Class III B liquids.

~~Lubricating oil which has been drained from motor vehicles shall be stored and handled as a Class III B liquid. Above ground tanks for the storage of Class III B liquids, excluding unstable liquids, shall not exceed one thousand (1,000) gallons. They shall only be allowed in zoning districts CP-3, C-H, M-1, and M-2, and shall be considered a conditional use and prior to installation must receive conditional use approval from the Planning Commission.~~

SECTION 5704.4 Outside storage of containers and portable tanks.

~~Storage of flammable and combustible liquids in closed containers and portable tanks outside of buildings shall only be installed in A, C-H, CP-3, M-1, and M-2 zoning districts. These shall be considered a conditional use and require approval from the Planning Commission.~~

SECTION 5706.4.4 Locations where above ground tanks are prohibited.

~~The storage of Class I and Class II liquids in above ground tanks shall only be permitted in A, M-1, and M-2 zoning districts. During construction, in areas outside of these zoning districts, above ground tanks shall also be authorized upon written permit by the Fire Department.~~

SECTION 6104.2 Maximum capacity within established limits.

~~On line 5 of this Section, change two thousand (2,000) gallons to two hundred fifty (250) gallons. Add the following at the end of this Section: Tanks with an aggregate water capacity greater than two hundred fifty (250) gallons shall only be permitted in zoning districts A, C H, CP 3, M 1, and M 2.~~

SECTION A104.6 Fireworks.

~~Use of fireworks shall be in accordance with Layton Municipal Code Section 9.64.150.~~

SECTION A108.4 Access Roadways.

~~In addition to the requirements in Section 403, access roadways shall be a minimum of twenty-six feet (26') wide and posted NO PARKING. Two (2) access roadways shall be provided to serve the permitted use area.~~

~~When required by the code official to facilitate emergency operations, approved emergency vehicle operating areas shall be provided.~~

APPENDIX B

SECTION B105.1 One and two family dwellings. Exception.

~~A reduction in required fire flow of fifty percent (50%), as approved, is allowed where the building is equipped throughout with an approved automatic fire sprinkler system in accordance with Chapter 9 of the International Fire Code. The resulting fire flow shall not be less than one thousand (1,000) gallons per minute.~~

SECTION B105.2 Buildings other than one and two family dwellings.

Exception:

~~A reduction in required fire flow of up to fifty percent (50%), as approved, is allowed when the building is provided with an approved automatic fire sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2 of the International Fire Code. The resulting fire flow shall not be less than one thousand five hundred (1,500) gallons per minute.~~

APPENDIX C

SECTION C102.1 Fire hydrant locations.

~~Fire hydrants shall be provided along required fire apparatus access roads and adjacent public streets. In areas of one and two family dwellings, the maximum travel distance a dwelling shall be from the nearest fire hydrant is two hundred fifty feet (250'). In areas other than one and two family dwellings, all buildings shall be a maximum travel distance of one hundred twenty five feet (125') from all required fire hydrants. Fire hydrants shall be placed a minimum distance from buildings the equivalent of one and a half (1½) times the height of the building.~~

APPENDIX D

SECTION D103.1 Access road width with a hydrant.

~~Where a fire hydrant is located on a fire apparatus access road that has an approved width of twenty feet (20'), the minimum road width shall be twenty-six feet (26'). See Layton City Standard Drawing FH Clearance, Minimum Clearance Around a Fire Hydrant.~~

SECTION D103.2 Grade.

~~Grade. Fire apparatus access roads shall not exceed ten percent (10%) in grade for greater than five hundred continuous feet (500').~~

~~Exception: Grades of ten percent (10%) that exceed five hundred continuous feet (500') as approved by the Fire Chief, City Engineer, and all residential, commercial, and industrial buildings are to be provided with an approved automatic fire sprinkler system.~~

~~Exception: Grades steeper than ten percent (10%) percent as approved by the Fire Chief, City Engineer, and all residential, commercial, and industrial buildings are to be provided with an approved automatic fire sprinkler system.~~

SECTION D103.4 Dead ends.

~~Dead-end fire apparatus access roads in excess of one hundred fifty feet (150') shall be provided with width and turnaround provisions in accordance with Layton City Development Guidelines and Design Standards, Street Improvement, Section IX – Cul de sac/Turn Around Requirements.~~

SECTION D103.6 Signs.

~~Where required by the Fire Code Official, fire apparatus access roads shall be marked with permanent NO PARKING – FIRE LANE signs complying with Layton City Fire Department Standard Rules & Regulations, Fire Lane/Access Road Marking. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2.~~

SECTION D103.6.1 Private roads 20 to 26 feet in width.

~~Private fire apparatus access roads twenty to twenty-six feet (20' to 26') wide shall be posted on both sides as a fire lane.~~

SECTION D103.6.2 Private roads more than 26 feet in width.

~~Private fire apparatus access roads more than twenty-six to thirty-two feet (26' to 32') wide shall be posted on one side of the road as a fire lane.~~

SECTION III: Enactment. Title 9, Chapter 9.64, Section 9.64.150 of the Layton Municipal Code is hereby amended as follows:

9.64.150 Prohibition Of Discharging Fireworks

1. **All Fireworks Prohibited.** Due to hazardous environmental conditions, including but not limited to, mountainous, brush-covered, forest-covered, and wildland urban interface areas, no person shall ignite, discharge, or otherwise use any firework in the area east of U.S. Highway 89 that is within the boundaries or areas designated as Wildland Urban Interface of Layton City.

2. **Aerial Fireworks Prohibited.** Due to hazardous environmental conditions, including but not limited to, mountainous, brush-covered, forest-covered, and wildland urban interface areas, no person shall ignite, discharge, or otherwise use any aerial firework in the following areas:
 - a. West of U.S. Highway 89 and east of Fairfield Road from the south City border to Church Street;
 - b. West of U.S. Highway 89 and east of Church Street from the intersection of Church Street and Fairfield Road north to State Highway 193; and
 - c. North of State Highway 193 to the City / Hill Air Force Base border.
3. **Fire Chief Authority to Prohibit Fireworks.** The Fire Chief, during times of adverse fire and hazardous environmental conditions, may review information regarding meteorological conditions, moisture content of plants and soil, and other information related thereto, and, is hereby authorized to exercise discretion based thereon, in the protection of the health, safety, and welfare of the public, to prohibit the ignition or use of all fireworks. Such a prohibition is to be for a defined period of time and may be limited to identified areas of the City, or may be applicable throughout the City in mountainous, brush-covered, forest-covered, or wildland urban interface areas.
4. **Penalty.** A person who violates any of the provisions of this Section is guilty of an infraction, punishable by a fine of up to \$1,000.

PASSED AND ADOPTED BY THE LAYTON CITY COUNCIL ON DECEMBER 4, 2025.

	AYE	NAY	ABSENT	ABSTAIN
Joy Petro	_____	_____	_____	_____
Zach Bloxham	_____	_____	_____	_____
Clint Morris	_____	_____	_____	_____
Tyson Roberts	_____	_____	_____	_____
Bettina Smith Edmondson	_____	_____	_____	_____
Dave Thomas	_____	_____	_____	_____

JOY PETRO, Mayor

ATTEST

KIMBERLY S READ, City Recorder


CLINTON R. DRAKE, City Attorney


SCOTT MAUGHAN, Fire Chief

Layton CWS/CWPP Overview

Layton City participates in the Cooperative Wildfire System. The City's CWS/CWPP is managed by the Deputy Fire Marshal.

As a participating entity in CWS Layton City is responsible for the following:

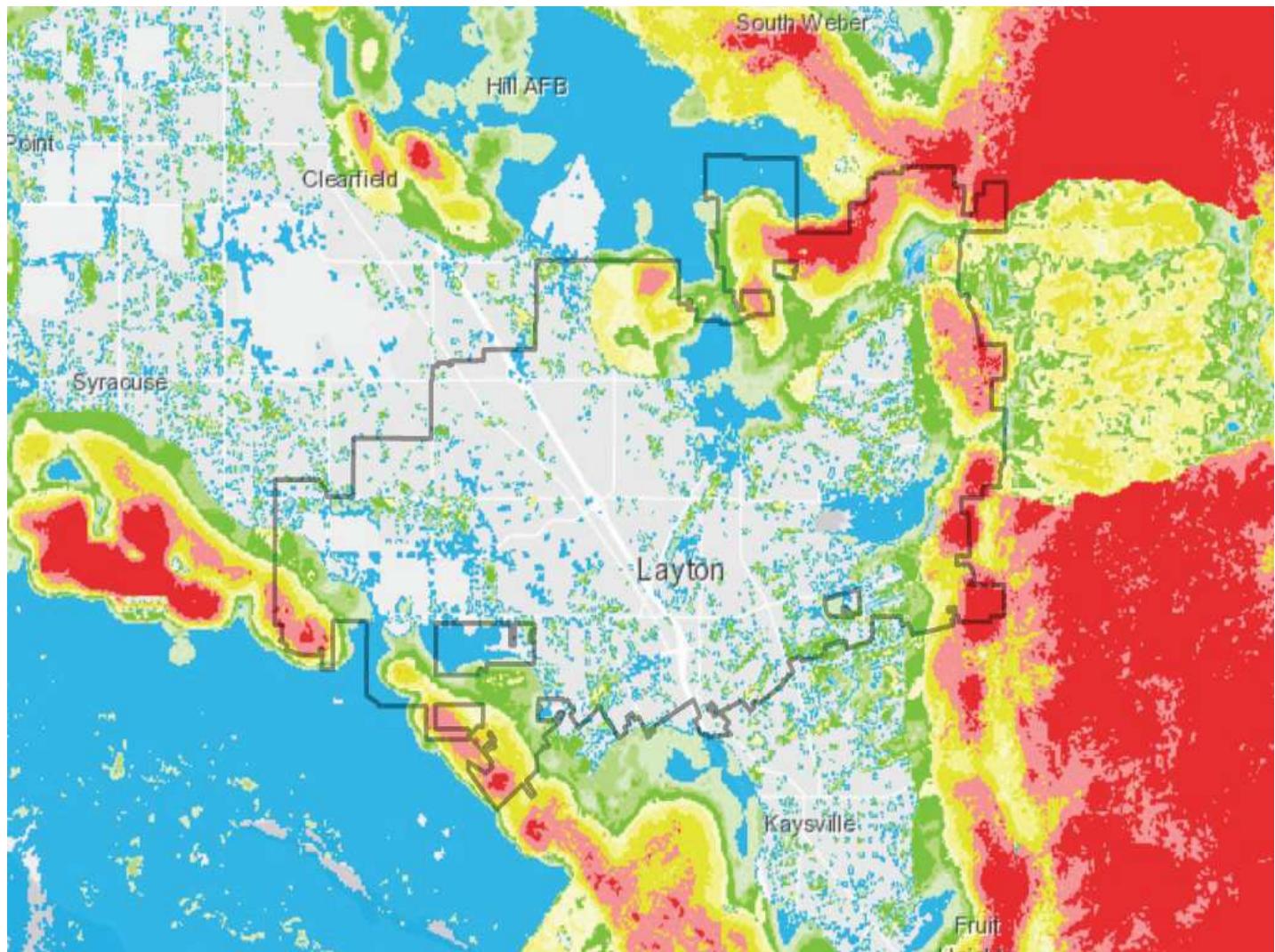
PE RESPONSIBILITIES:

- **Have primary responsibility for Initial Attack (“IA”)**
- **Implement a Community Wildfire Preparedness Plan (“CWPP”)**
- **Complete the Annual Participation Commitment (“PC”) Statement**
- **Fulfill the participation commitment**
- **Document and report PC actions to FFSL**
- **Ensure wildland firefighters are trained at least to minimum standards**
- **Ensure wildland equipment meets NWCG requirements**
- **Initiate cost recovery actions when appropriate**
- **Adopt and enforce the WUI code**
- **Have a county fire warden (counties only)**

- Layton City has trained firefighters and equipment to respond as initial attack.
- Layton City has a current Community Wildfire Preparedness Plan (CWPP). Essentially, this document is our plan on how we will address the risks of wildfire to wildland urban interface areas. This was updated in November 2025. Layton City's CWPP is available on request.
- Layton City is provided with an Annual Participation Commitment Statement. In 2025, our total Participation Commitment owed was \$7,688 dollars. Layton City accounted for and reported \$28,905 dollars of commitment. This was spread through mitigation, prevention, and preparedness activities. The large majority of reported funds were captured through day to day Fire Department functions. Report is attached.
- Layton City Municipal Code 16.04.080 allows the city to initiate cost recovery from any person whose conduct was at a minimum grossly negligent and resulted in a fire to which the city and/or assisting agencies responded.
- Layton City had previously adopted the 2006 Edition of the International Wildland Urban Interface Code. We are requesting the 2006 Edition of the Utah Wildland Urban Interface Code be adopted.
- Layton City has previously outlined a WUI map. We have prepared a revised map for the Council's Review. This map is only where the WUI code will be applied. It is not the map the

State or County will use for assessing fees to high risk areas. This map was created by the Fire Department using data in the Utah Wildfire Risk Assessment Portal, area familiarization, and experience of the Fire Department.

Additional information from the UFFSL is provided below for reference.



Commitment Summary

Participation Commitment:	No Commitment
Projected Commitment:	\$28,905.17
Confirmed Commitment:	\$28,905.17
Total Approved Actions:	9

Actions by Category





Understanding WUI Zone vs. Forestry, Fire and State Lands's High-Risk WUI Boundary

1. What is a Wildland-urban Interface (WUI) Zone?¹

WUI Zone is defined in Utah code as: The line, area or zone where structures or other human development (including critical infrastructure that if destroyed would result in hardship to communities) meet or intermingle with undeveloped wildland or vegetative fuel.

Declaring WUI Zones is required by the Utah WUI Code in Chapter 3. This is where the WUI Code is applicable and enforceable by Authority Having Jurisdiction (AHJ). Typically designed by the local agency and determined by analyzing findings of fact like distance to wildlands, presence and density of flammable vegetation, weather, slope, road access, density of structures etc.-

- Forestry, Fire and State Land (FFSL) recommendations for developing your WUI Zone
 - Review risk levels and map layers in the "Themes" section of Utah's Wildfire Risk Assessment Portal (UWRAP)
 - Theme layers include: Wildfire Hazard Potential, Risk to Drinking Watershed and Population, Burn Probability, Damage Potential, Structure Exposure Score (SES), Conditional Risk to Potential Structures, and Risk to Potential Structures
 - UWRAP Structure Exposure Score (SES) theme layer where the SES is categorized as 5 or higher is recommended to reference when determining a WUI Zone.
 - SES score takes into account burn probability, damage potential and includes ember loading.

2. What is FFSL's High-Risk WUI Boundary?

The Division of Forestry, Fire & State Land's (FFSL) high-risk WUI boundary specifically identifies WUI areas that present an elevated risk of wildfire. This high-risk boundary is a more refined assessment and is determined by:

- Areas where there is an SES of 7+ combined with structure density and refined by local subject matter experts, as determined by the division.

Identifying the high-risk WUI boundary is required of the division by 2025's House Bill 48. Properties with structures within the high-risk WUI boundary will be assessed an annual fee and encouraged to have a certified WUI lot assessment. These assessments identify ways in which the property owner can reduce their wildfire risk through improving their defensible space and ignition resistant construction.

3. Why are these distinctions important?

- A WUI zone is created by the AHJ where the WUI Code is applicable and enforceable.
- The High-Risk WUI boundary is created by the state, determining where properties with structures will be classified and assessed a fee.

¹AHJ's have their own criteria and methodologies for defining their WUI Zones, which can lead to variations in mapping.



Key Differences

	WUI Zone	High-Risk WUI Boundary
Owner	Authority Having Jurisdiction (AHJ), i.e. Counties & Municipalities	Utah DNR, Division of Forestry, Fire and State Lands (FFSL)
Purpose	<p>WUI code applies and is enforceable within this zone.</p> <ul style="list-style-type: none"> Enforcement of building standards found in the currently adopted Utah Wildland Urban Interface Code. 	<p>High-Risk WUI property classifications and fee applies.</p> <ul style="list-style-type: none"> Properties with structures will be assessed a state fee. Lot assessments will provide property owner education on their individual wildfire risk and classification level. Insurance companies are required to utilize this boundary to identify high-risk WUI.
Criteria for Zone/Boundary Line	Determined by the local AHJ. Collaborate with FFSL, who recommends SES 5+ as a starting point.	Determined by FFSL using wildfire risk layer themes including, but not limited to, SES 7+ and Structure Density and refined by local subject matter experts.
Impact to Property Owner	<p>New construction will comply with all the requirements in the Utah WUI Code.</p> <p>Existing construction will comply with the defensible space requirements in the Utah WUI Code.</p>	Property owners will be assessed a fee based on the square footage of taxable structures on their property. Fees may be adjusted according to the classification level assigned.
Impact to AHJ	<p>County: Must determine WUI Zone, adopt and enforce the Utah WUI Code.</p> <p>Municipality: Must determine WUI Zone, adopt and enforce the Utah WUI Code.</p> <p>Fire Departments: May assist in determination of WUI Zone.</p>	<p>County: Collect fees.</p> <ul style="list-style-type: none"> They may retain a portion of the fees needed to cover their implementation costs. <p>AHJ: May assist FFSL with lot assessments.</p>

*WUI - Wildland-urban Interface, SES - Structure Exposure Score.

CWPP (Community Wildfire Protection Plan)

What it is

- A collaboratively developed planning document designed to help a community at risk from wildfire assess its hazard, prioritize mitigation treatments (e.g., fuel reduction, home hardening), and set out implementation steps.
- It is anchored in federal law: the Healthy Forests Restoration Act (HFRA) (2003) authorizes and gives incentives for CWPPs.
- Typical components include: a mapped planning area (often a WUI or at-risk zone), risk assessment (fuels, infrastructure, exposure), prioritized fuel-treatment projects, recommended structural ignitability measures (defensible space, home hardening), and implementation roles/assignments.
- It is not inherently regulatory (unless adopted by ordinance) — rather it functions as a strategic planning tool and often as a gateway to funding (grants) for mitigation and fuel-treatment.

Key attributes

- **Collaboration** is required: local government, local fire department(s), and state forestry/land management agency must be included and sign off.
- **Prioritization of hazardous fuels**: identifying where treatments are needed and recommending methods.
- **Structural ignitability reduction**: recommending defensible space, home hardening, etc.
- **Flexible scale**: can be small (HOA, subdivision) or large (county-wide).
- **Updates expected**: living document, revisited as conditions change.

Why it matters for your fire department/municipality

- A CWPP helps align local wildfire risk-reduction planning (fuels projects, defensible space programs) with community values and stakeholder consensus.
- It strengthens eligibility for certain federal and state funds (because having a CWPP is often a prerequisite or gives competitive advantage).
- It provides an integration point with other planning (land-use, building code, WUI code, etc) so your department can reference it when designing hazard-reduction/preparedness programs.
- In Utah specifically: the Utah Division of Forestry, Fire & State Lands (FFSL) notes that communities participating in the CWS must have an “active CWPP” which they draw from for preparedness, prevention and mitigation actions.

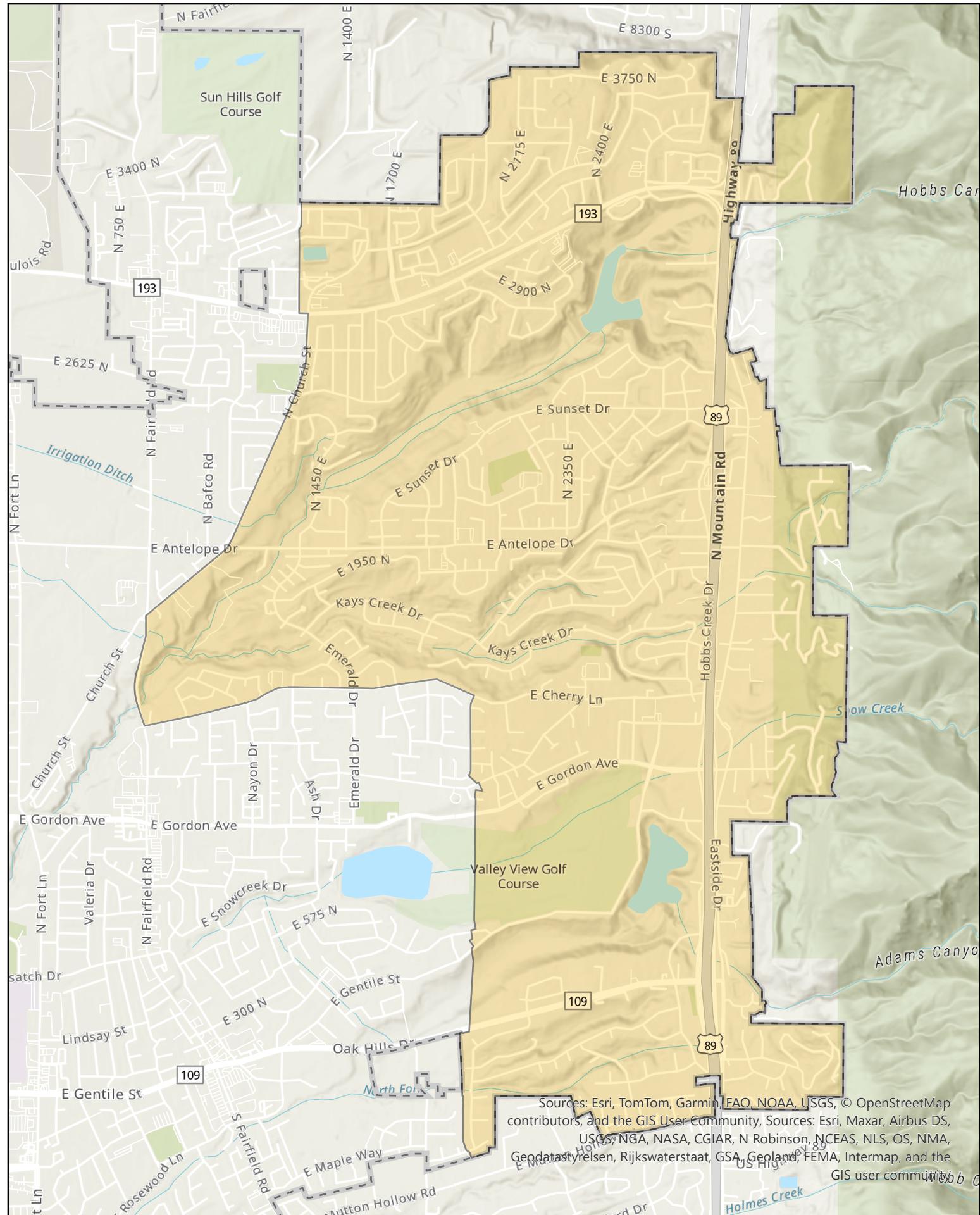
CWS (Cooperative Wildfire System)

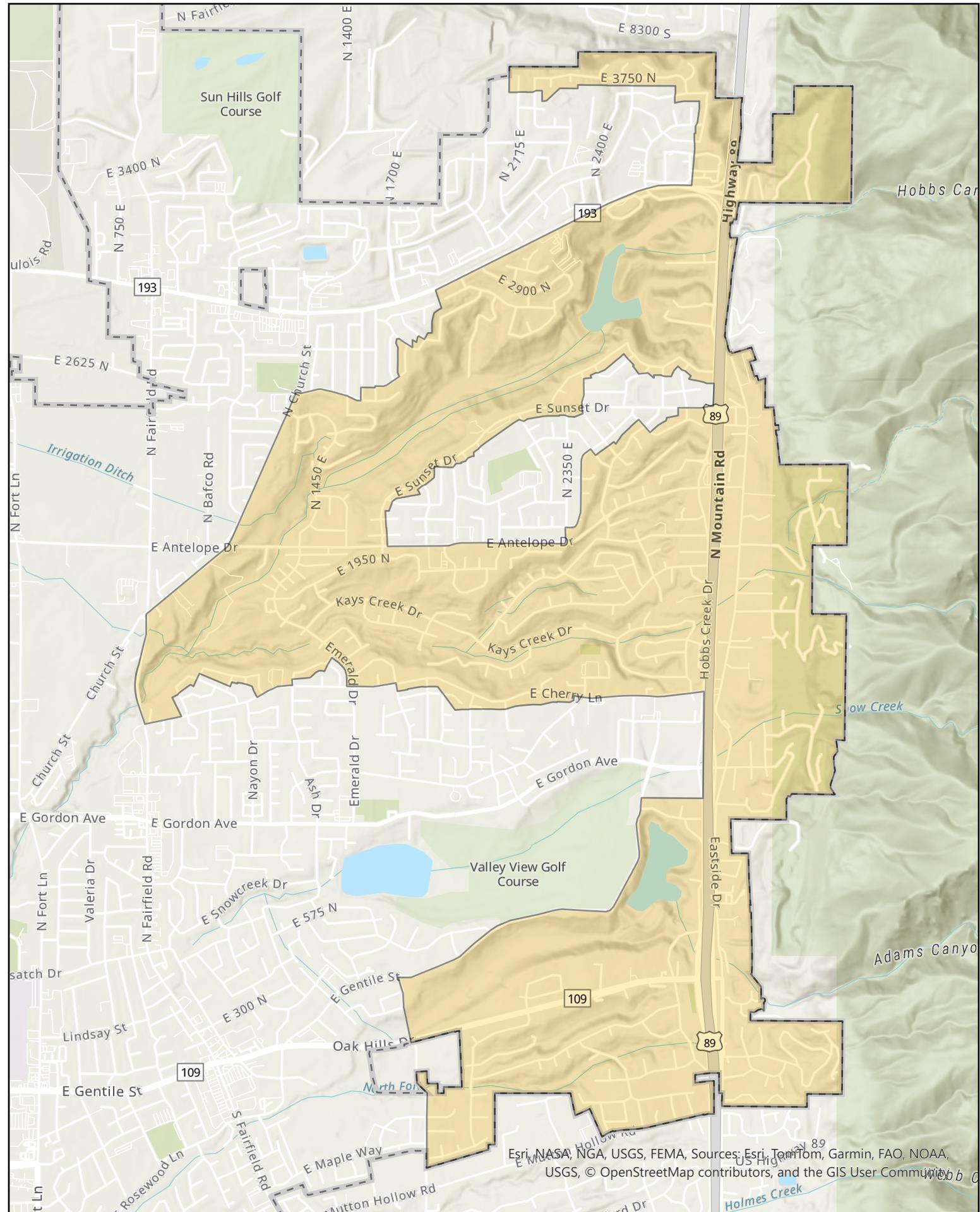
What it is

- In the Utah context, the Cooperative Wildfire System (CWS) is a framework or program that supports coordination and resource sharing among fire, forestry, and local government for wildfire prevention, mitigation, and response.
- It is less of a standalone “plan” and more of a **system or mechanism** for collaboration, cost-sharing, duty assignment, resource mobilization, and programmatic operations around the wildfire problem.
- **Participation in CWS may offer incentives (for instance eligibility for state funding, support) for local governments that commit to certain standards and processes (including having a CWPP).** ffsl.utah.gov

Key features

- CWS enables local governments, fire departments, and state agencies to **coordinate**, share data/tools (risk maps, fuel-treatment prioritization, training), and align implementation.
- It is part of the **operational/administrative apparatus** of wildfire mitigation and preparedness — using plans (such as CWPPs) as foundational inputs.
- Unlike a CWPP, which is mostly planning, the CWS might focus on **implementation, metrics, coordination of roles**, annual readiness/prevention cycles, and resource deployment.
- **For Utah, local governments participating in the CWS must have or adopt a CWPP so that the CWS is being fed by robust planning.** ffsl.utah.gov





Layton
City

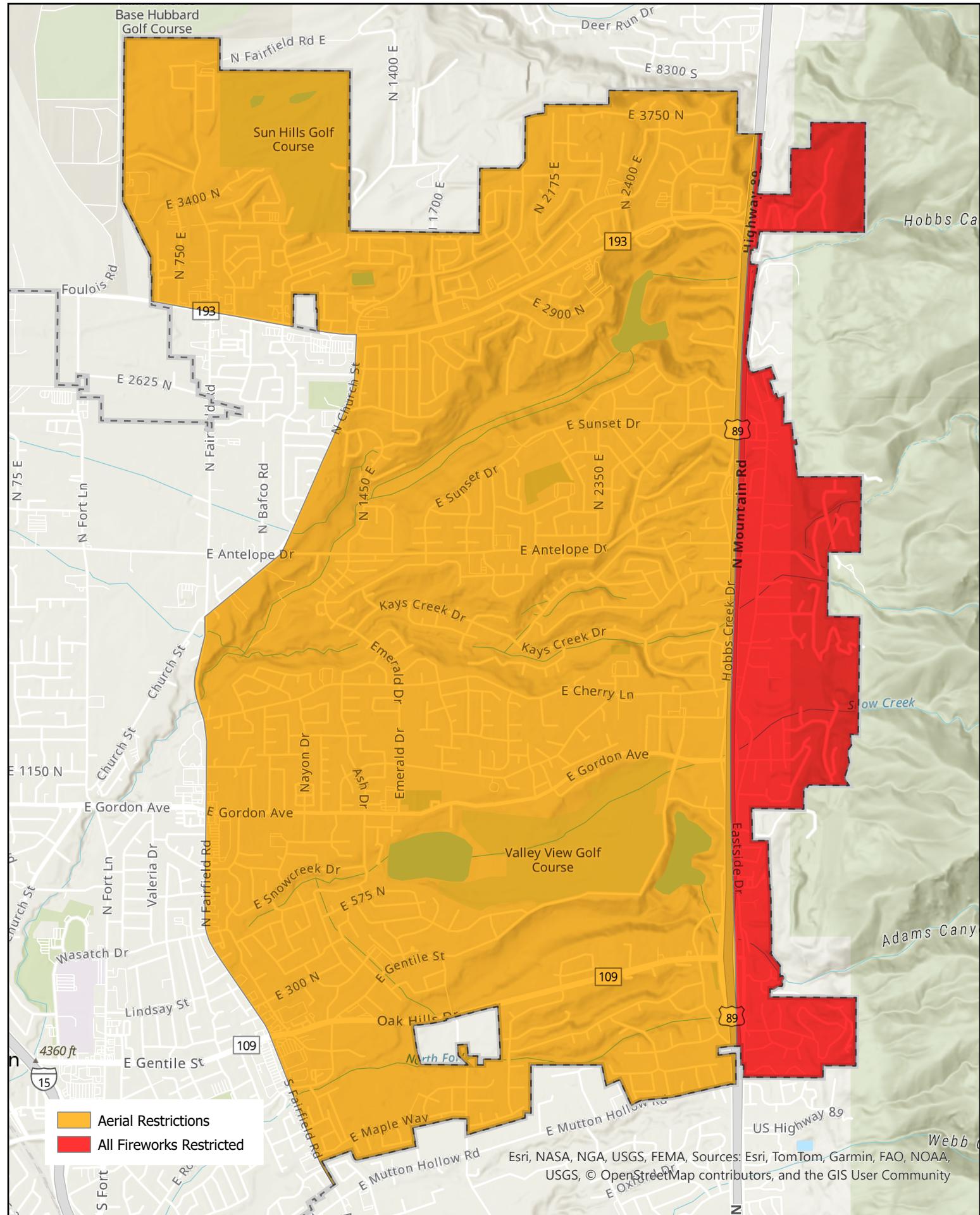
Proposed Wildland Urban Interface EXHIBIT A

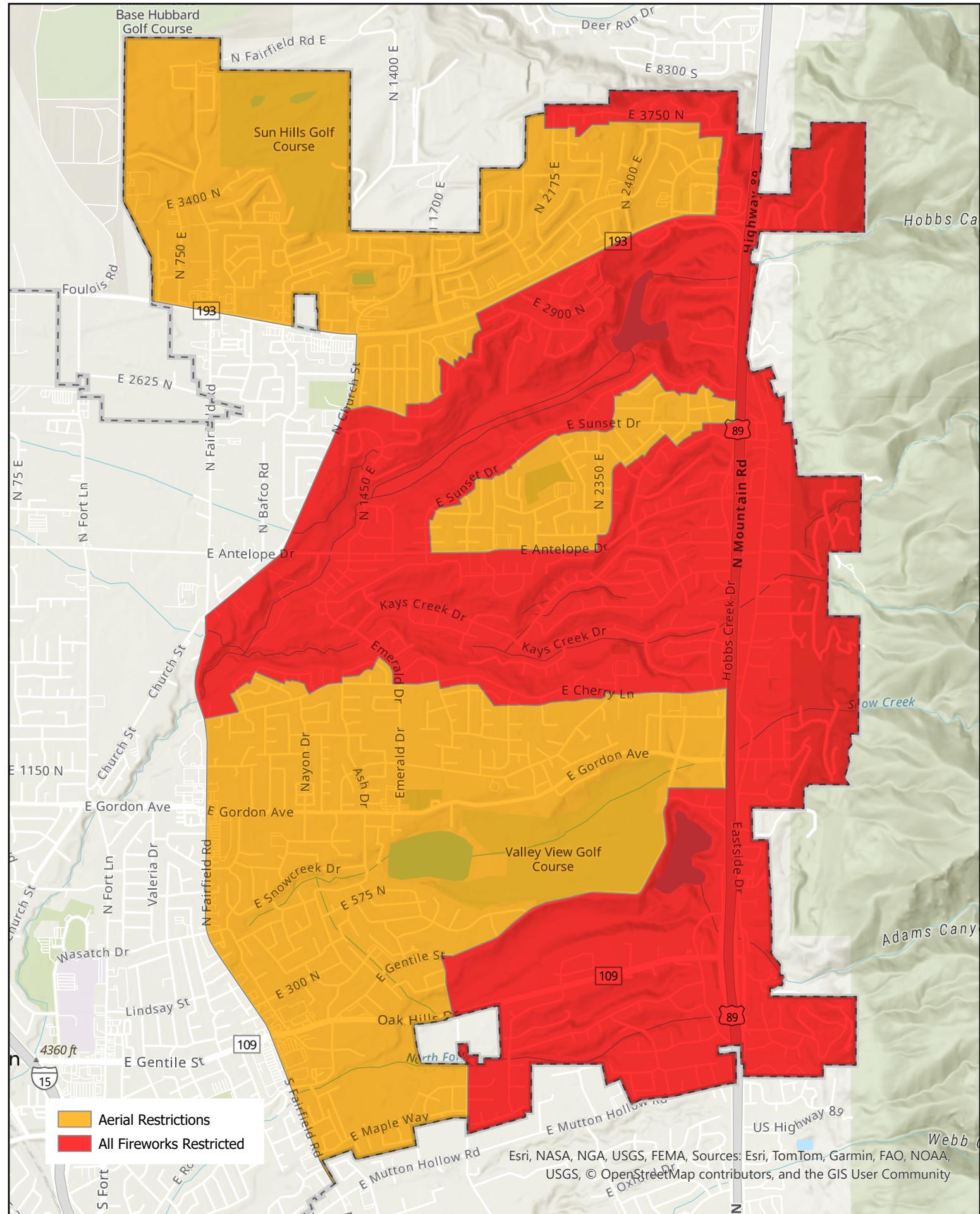
EXHIBIT A

1:28,000

November 2025







Proposed Firework Restriction Areas

EXHIBIT B

1:30,000
November 2025



**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 5.C.

Subject:

Interlocal Cooperation Transportation Project Reimbursement Amendment to the Agreement for Accepting Davis County's 2025 3rd Quarter Transportation Sales Tax Revenue Grant for the Kay's Creek Trail Pedestrian Overpass at the Layton FrontRunner – Resolution 25-54 – Approximately 150 South Main Street

Background:

On July 31, 2025, the City submitted a grant proposal through Davis County's County Option Sales and Use Tax for Transportation Fund's 2025 3rd Quarter Transportation Sales Tax Revenue requesting funds to help construct the Kay's Creek Trail Pedestrian Overpass proposed to span the width of the Union Pacific / FrontRunner railway corridor and touch down immediately next to the FrontRunner Station. The overpass proposed will connect the east and west alignment of the Kay's Creek Trail to the FrontRunner Station and the downtown area of the City.

On November 26, 2025, the City was notified they had been awarded \$677,000 through Davis County's 2025 3rd Quarter Transportation Sales Tax Revenue. These funds, along with funds from 2022 awarded to the City from the County for \$2,000,000 amount to \$2,677,000 for assistance in funding the Kay's Creek Trail Pedestrian Overpass at the Layton FrontRunner Station. A fiscal assistance amendment to the reimbursement agreement originally dated February 7, 2023, by the County, has been issued by Davis County to formalize the additional awarded monies and amended agreement.

Alternatives:

Alternatives are to: 1) Adopt Resolution 25-54 authorizing the City Manager to conduct negotiations and the Mayor to execute the Interlocal Cooperation Transportation Project Reimbursement Agreement between Layton City and Davis County for funding assistance with the construction of Kay's Creek Trail Pedestrian Overpass; 2) Adopt Resolution 25-54 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 25-54 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 25-54 authorizing the City Manager to conduct negotiations and the Mayor to execute the Interlocal Cooperation Transportation Project Reimbursement Agreement between Layton City and Davis County for funding assistance with the construction of Kay's Creek Trail Pedestrian Overpass.

RESOLUTION 25-54

**A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT
BETWEEN LAYTON CITY AND DAVIS COUNTY FOR FISCAL ASSISTANCE
FOR CONSTRUCTION OF THE KAY'S CREEK TRAIL PEDESTRIAN
OVERPASS AT THE LAYTON FRONTRUNNER STATION**

WHEREAS, Layton City has elected to seek funding for construction of the Kay's Creek Trail Pedestrian Overpass to be located immediately north of the Layton FrontRunner Station at approximately 150 South Main Street; and

WHEREAS, the City submitted a grant in 2022 and was awarded up to \$2,000,000 from Davis County through Davis County's County Option Sales and Use Tax for Transportation Fund's 2022 3rd Quarter Transportation Sales Tax Revenue for funding assistance for construction of the Kay's Creek Trail Pedestrian Overpass to connect the east and west trail alignment of the Kay's Creek Trail to the FrontRunner and the downtown area of Layton; and

WHEREAS, the City has submitted an additional grant application to Davis County's County Option Sales and Use Tax for Transportation Fund for funding assistance for construction of the Kay's Creek Trail Pedestrian Overpass to connect the east and west trail alignment of the Kay's Creek Trail to the FrontRunner and the downtown area of Layton; and

WHEREAS, the City has been awarded an additional \$677,000 from Davis County through Davis County's County Option Sales and Use Tax for Transportation Fund's 2025 3rd Quarter Transportation Sales Tax Revenue for funding assistance for construction of the Kay's Creek Trail Pedestrian Overpass to connect the east and west trail alignment of the Kay's Creek Trail to the FrontRunner and the downtown area of Layton; and

WHEREAS, Staff has reviewed and evaluated the funding requirements contained in Davis County's Interlocal Cooperation Transportation Project Reimbursement Amended Agreement to the original reimbursement agreement dated February 7, 2023, by the County, and has found it to be in the best interest of the City to accept Davis County's additional funding for construction of the Kay's Creek Trail Pedestrian Overpass at the Layton FrontRunner Station; and

WHEREAS, Davis County desires to enter into a fiscal assistance amended agreement with the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:

1. That the agreement entitled "Amendment No. 1 to Interlocal Cooperation Transportation Project Reimbursement Agreement" between Layton City and Davis County, which is attached hereto and incorporated herein by this reference, be adopted and approved.

2. That the City Manager be authorized to conduct negotiations and the Mayor be authorized to execute the amended agreement between the City and Davis County for funding assistance with the construction of the Kay's Creek Trail Pedestrian Overpass at the Layton FrontRunner Station.

3. This Resolution shall become effective immediately upon adoption by the City Council.

PASSED AND ADOPTED by the City Council of Layton, Utah, this 18th day of December, 2025.

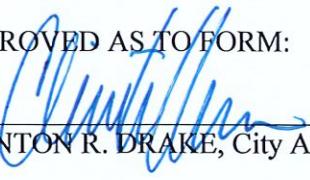
JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

CLINTON R. DRAKE, City Attorney



Clinton R. Drake

DAVID R. PRICE,
Parks & Recreation Department Director



David R. Price

AMENDMENT NO. 1 TO INTERLOCAL COOPERATION
TRANSPORTATION PROJECT REIMBURSEMENT AGREEMENT

This Amendment No. 1 to Interlocal Cooperation Transportation Project Reimbursement Agreement (this "Amendment") is between Davis County, a body corporate and politic and a legal subdivision of the State of Utah ("County"), and Layton City, a municipal corporation, body politic, and political subdivision of the State of Utah ("City"). The County and the City may be referred to collectively as the "Parties" in this Amendment.

WHEREAS, the Parties previously entered into an Interlocal Cooperation Transportation Project Reimbursement Agreement, dated February 7, 2023, by the County, and identified in the County's records as Resolution #2023-76 (the "Agreement").

WHEREAS, the Parties, through this Amendment, desire to amend the Agreement as set forth below.

The Parties therefore agree as follows:

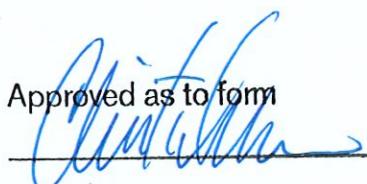
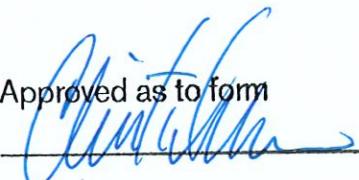
1. Section 2 of the Agreement is omitted and replaced with the following:
 2. **The County's Duties, Obligations, Responsibilities, or Otherwise.** The County shall reimburse the City in an amount up to 80% of the total permitted or authorized costs or expenses of the Project, not to exceed \$2,677,000.00, only upon all of the following being timely and completely satisfied by the City:
 - 2.1. The City commences and completes the full scope of the Project in a manner consistent with the Application on or before December 31, 2030; and
 - 2.2. The City notifies the County of its timely completion of the Project and provides the County with a detailed breakdown of all expenses, costs, or other approved match payments paid by the City in connection with the Project; and
2. The effective date of this Amendment will be the date that this Amendment is signed by both Parties.
3. Except to the extent specifically modified by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.
4. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same contract. Digital signatures and signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

[Signature Page Follows]

The Parties hereto have caused this Amendment to be signed by their duly authorized
the dates indicated below.

DAVIS COUNTY	LAYTON CITY
By: _____ Lorene Minor Kamalu, Chair Board of Davis County Commissioners Date: _____	By: _____ Printed Name: _____ Title: _____ Date: _____
ATTEST: _____ Brian McKenzie Davis County Clerk Date: _____	ATTEST: _____ Printed Name: _____ Title: _____ Date: _____
Reviewed as to Proper Form and Compliance with Applicable Law: _____ Authorized Attorney for Davis County	Reviewed as to Proper Form and Compliance with Applicable Law: _____ Authorized Attorney for Layton City

 12-4-25
Parks & Recreations Director Date


Approved as to form


RESOLUTION 2023- 70

**A RESOLUTION OF DAVIS COUNTY, UTAH, APPROVING AN INTERLOCAL
COOPERATION TRANSPORTATION PROJECT REIMBURSEMENT AGREEMENT**

WHEREAS, Davis County (the “County”), on or about May 23, 2022, requested the cities located within Davis County, the Utah Department of Transportation (“UDOT”), and the Utah Transit Authority (“UTA”) to submit applications for a limited portion of the County’s 2022 sales and use tax for transportation projects;

WHEREAS, Layton City (the “City”), on or about June 30, 2022, submitted a *Davis County 3rd Quarter Funding Application* (the “Application”) to the County for the Layton FrontRunner Station Pedestrian Overpass (the “Project”).

WHEREAS, The Davis County Council of Governments (the “COG”) accordingly approved such request on October 19, 2022, and subsequently sent a recommendation to the Davis County Commission requesting approval, and such request was approved by the County Commission on December 6, 2022; and

WHEREAS, the City desires to commence and complete the Project in a manner consistent with the *Interlocal Cooperation Transportation Project Reimbursement Agreement* (the “Agreement”) attached hereto as Exhibit 1; *Davis County 3rd Quarter Transportation Funding Application Layton FrontRunner Station Pedestrian Overpass* (the “Application”) attached hereto as Exhibit A; *Project Cost Estimate* (the “Cost Estimate”) attached hereto as Exhibit B; and *Resolution 2023-10: A Resolution Authorizing an Agreement Between Layton City and Davis County for Fiscal Assistance for Construction of the Kay’s Creek Trail Pedestrian Overpass at the Layton FrontRunner Station* (the “City Resolution”) attached hereto as Exhibit 2 and incorporated herein by this reference; and

WHEREAS, the City and the County are authorized, pursuant to the Interlocal Cooperation Act codified at Title 11, Chapter 13, Utah Code Annotated (1953), as amended, to enter into the Agreement; and

WHEREAS, it is deemed to be in the best interest of the citizens of Davis County to adopt and approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the legislative body of Davis County, Utah, as follows:

1. The Agreement is approved by the legislative body of Davis County, Utah; and
2. The effective date of the Agreement shall be on the soonest date that all of the provisions of the Act have been satisfied in order to trigger the effective date of the Agreement; and
3. This Resolution shall become effective immediately upon its adoption.

This Resolution was duly PASSED, ADOPTED, and/or APPROVED this 7 day of Feb, 2023, with Commissioners Lorene Miner Kamalu amp, Bob J Stevenson amp, and Randy B. Elliott amp, all voting as documented herein.

ATTEST:



Brian McKenzie, Davis County Clerk

Lorene Miner Kamalu, Chair, Board of County Commissioners of Davis County, Utah

EXHIBIT 1

Return Signer
Document To:
Layton City Recorder
437 N. Wasatch Dr.
Layton, UT 84041

**INTERLOCAL COOPERATION TRANSPORTATION
PROJECT REIMBURSEMENT AGREEMENT**

This Interlocal Cooperation Transportation Project Reimbursement Agreement (this "Agreement") is made and entered into by and between Davis County, a political subdivision of the state of Utah (the "County"), and Layton City, a municipal corporation of the state of Utah (the "City"). The County and the City may be collectively referred to as the "Parties" herein or may be solely referred to as a "Party" herein.

Recitals

A. WHEREAS, the Parties, pursuant to Utah's Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the "Act"), are authorized to enter into in this Agreement; and

B. WHEREAS, Utah Code Annotated §59-12-2217, the County Option Sales and Use Tax for Transportation Fund provide the opportunity for a Council of Governments and the local legislative body to prioritize and approve funding for transportation projects that are included in the area's Regional Transportation Plan; and

C. WHEREAS, The Davis County Council of Governments (COG) is the council of governments with the authority to work with Davis County, the local legislative body, to prioritize and approve funding for such transportation projects; and

D. WHEREAS, the County, on or about May 23, 2022, requested the cities located within Davis County, the Utah Department of Transportation ("UDOT"), and the Utah Transit Authority ("UTA") to submit applications for a limited portion of the County's 2022 3rd Quarter transportation sales tax revenue to be used for qualifying transportation projects; and

E. WHEREAS, the City, on or about June 30, 2022, submitted a *Davis County 3rd Quarter Funding Application* (the "Application") to the County for the Layton FrontRunner Station Pedestrian Overpass (the "Project"), a copy of the Application is attached hereto as Exhibit A; Project Cost Estimate (the "Cost Estimate") is attached hereto as Exhibit B and incorporated herein by this reference, and made a part of this Agreement; and

F. WHEREAS, The COG accordingly approved such request on October 19, 2022, and subsequently sent a recommendation to the Davis County Commission requesting approval, and such request was approved by the County Commission on December 6, 2022; and

G. WHEREAS, the City desires to commence and complete the Project in a manner consistent with the Application and as further set forth in this Agreement; and

H. WHEREAS, the County desires to grant the Application and partially reimburse the City for the permitted or authorized costs, expenses, or otherwise incurred by the City in connection with the Project in a manner consistent with the terms and provisions of this Agreement.

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

I. The City's Duties, Obligations, Responsibilities, or Otherwise.

a. The City shall commence and complete all material aspects of the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County; and

b. The City shall be fully and solely responsible for all costs, expenses, or otherwise related to the Project; and

c. The City shall be solely responsible for operating and maintaining the Project including, but not limited to, all costs, expenses, or otherwise related to the operation and/or maintenance of the Project; and

d. The City shall ensure that the Project complies with the American Public Works Association (“APWA”) standards and all other federal, state, or local laws, regulations, rules, requirements, codes or otherwise that are applicable to the Project.

2. The County’s Duties, Obligations, Responsibilities, or Otherwise. The County shall reimburse the City in an amount up to 80% of the total permitted or authorized costs and/or expenses of the Project as identified in the Application, incorporated herein by this reference, and made a part of this Agreement, not to exceed \$2,000,000.00, only if necessary once all other project funds from additional sources have been exhausted, and only upon all of the following being timely and completely satisfied by the City:

a. The City commences and completes the full scope of the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County; and

b. The City notifies the County of its timely completion of the Project and provides the County with a detailed breakdown of all expenses, costs, or other approved match payments paid by the City in connection with the Project.

3. Effective Date of this Agreement. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the “Effective Date”).

4. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, subject to the termination and other provisions set forth herein, terminate fifty years from the Effective Date of this Agreement.

5. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:

- a. The mutual written agreement of the Parties;
- b. By either party:

1) After any material breach of this Agreement; and

2) Thirty calendar days after the non-breaching party sends a demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and

3) After the notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement; and

c. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

6. **Notices.** Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or as subsequently amended in writing:

<u>To the City:</u>	<u>To the County:</u>
Layton City Attention: Alex Jensen 437 N Wasatch Dr Layton, UT 84041	Davis County Attn: Chair, Davis County Board of Commissioners P.O. Box 618 Farmington, UT 84025

7. **Damages.** The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for their own actions, activities, or business sponsored or conducted.

8. **Indemnification and Hold Harmless.** The City, for itself, and on behalf of its officers, officials, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the "City Representatives"), agrees and promises to indemnify, save and hold harmless the County, as well as the County's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "County Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, including defense costs, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to this Agreement, the Project, and/or the negligent acts or omissions of the City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. The City, for itself, and on behalf of the City Representatives, agrees and promises that all costs, including defense costs, expenses, or otherwise relating to the Claims and incurred by County or the County Representatives or which the County or the County Representatives would otherwise be obligated to pay, shall be paid in full by the City within thirty (30) calendar days after the County provides the City with documents evidencing such costs, including, if applicable, defense costs, expenses, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection with, or relating in any way to this Contract, the Project, and/or the negligent acts or omissions of the City or the City Representatives.

9. **Governmental Immunity.** The Parties recognize and acknowledge that each Party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the *Utah Governmental Immunity Act*.

10. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

11. **Approval.** This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.

12. **Survival after Termination.** Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this

Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

13. Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

14. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

15. Binding Effect; Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

16. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

17. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

18. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or Version 12/29/2022

validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.

19. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.

20. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

21. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, the County is expressly authorized by the City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

22. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

23. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

24. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

[This space is left blank intentionally. The signature page follows.]

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

LAYTON CITY



ATTEST:

Kimberly Read

Layton City Recorder

Dated: January 19, 2023

Mayor

Dated: January 19, 2023

John Peters 1-9-23

Parks & Recreations Director

Date

REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

Jeff C. Clark

Layton City Attorney

Dated: 1/10/23

DAVIS COUNTY

Monette Kanah

Chair, Davis County Board of Commissioners

Dated: 2-7-23

ATTEST:

Shelly J. Clark

Davis County Clerk

Dated: 2-7-23

REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

Neal Yeddes

Davis County Attorney's Office, Civil Division

Dated: 2-7-23

EXHIBIT A



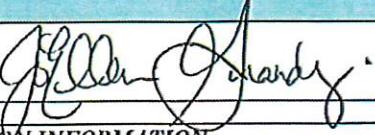
Davis
C O U N T Y

3rd Qtr
Davis County Transportation Funding

Davis County 3rd Quarter Transportation Funding Application

Notes: Signatures confirm the commitment of the Applicant to follow the Guidelines established by Davis County. The Applicant is responsible for the maintenance and upkeep of the project during implementation and after project completion.

Your signature below indicates your agency's willingness to enter into formal agreement to complete and maintain the project if selected for funding.

Signature:		Date:	6.30.22
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v2022

APPLICATION INFORMATION

<u>Project Sponsor:</u>	Layton City		
<u>Contact Person:</u>	JoEllen Grandy	<u>Title:</u>	Parks Planner
<u>Address:</u>	465 N Wasatch Dr	<u>ZIP:</u>	84101
<u>Phone:</u>	801-336-3926	<u>Mobile:</u>	
<u>Email:</u>	jgrandy@laytoncity.org		

PROJECT INFORMATION

<u>Project Title:</u>	Layton Frontrunner Station Pedestrian Overpass							
<u>Project Location:</u>	150 S Main Street, Layton, UT 84041 <small>(A location map with aerial view must be attached)</small>							
<u>Facility Length:</u>	0.1	<u>Jurisdiction</u>	State Owned	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Locally Owned	<input checked="" type="checkbox"/> Yes	<u>Multiple (List Other Agencies)</u>	N/A
<u>Brief Project Description:</u>	A pedestrian overpass bridge is proposed to span the width of the Union Pacific/FrontRunner railway corridor and touch down immediately next to the FrontRunner Station with direct access to their services. Its location is within UTA's 1st Mile, Last Mile strategy to improve access and ridership to transit stations. It also would serve as a continuation of the Kay's Creek Trail system that travels in a northeast to southwest alignment from mountains on the east bench to the Shorelands Preserve on the west side of Layton. This is a principal arterial for the City's Active Transportation plans.							
<u>Attach conceptual plans if available:</u>								

Have any public information or community meetings been held? Yes Yes / No

Describe public and private support for the project.
(Examples: petitions, written endorsements, resolutions, etc.):
This has been requested / supported through the following master planning public engagement periods: 1) Layton City Active Transportation Plan, 2) Layton Forward General Plan, and 3) Layton City Parks, Recreation, Trails, Open Space & Cultural Facilities Master Plan.

Project Description

<u>Functional Classification - Link</u>	<u>PrIncipal Arterial</u>	<u>Is the Project on the RTP highway or Transit Network?</u>	<u>Yes</u>	<u>Regional Transportation Plan - Link</u>
Anticipated year of Project Construction	1 to 5 years	Time Period for Right-of-Way Acquisition	Less than 1 year	
	Existing	Projected		
Roadway	<u>Average Daily Traffic - Link</u>	23,674	29,000	<u>Projected Traffic - Link</u>
Transit	<u>Transit Current Daily Ridership by Route</u>	439	614	<u>Opening Day - Anticipated Daily Ridership</u>

Provide Source of Ridership numbers

Puget Sound Regional Council Guidance Paper
<https://www.pscc.org/sites/default/files/tds/guidancepaper.pdf> (page 15)

Scope of Work *(Attach conceptual plans if available):*

The Pedestrian Overpass is to include an elevator as well as stairway for accessing the bridge on each side. The landing on the west side of the railway corridor will be nestled nearby a multi-unit housing apartment development. It will tie into the trail system included as part of the housing development's design. The landing on the east side of the railway corridor will fall within property owned by UTA immediately north of the FrontRunner Park n' Ride with direct access to the UTA FrontRunner platform loading area. Both property owners on the east and west sides of the tracks are aware of the City's desires and recognize the benefit it offers for all parties involved.

Summarize any special characteristics of the project:

(Provide Typical Section drawings and describe the typical section here.):

This is located within a Transit Oriented Development and will provide 1st mile, last mile infrastructure in the City's downtown area to connect the Kay's Creek Trail System in East and West Layton to the UTA FrontRunner Layton Station. It will specifically provide key connections for residents and commuters to downtown services in Layton.

Describe the nature of the Collaboration

How many Jurisdictions are Collaborating on this project?

2

Note: Collaborating is significantly more than a letter of support, and includes financial obligations to the project from each jurisdiction collaborating.

- 1) Layton City \$504,758,
- 2) UDOT TTIF Funds: \$2M (It has been recommended and approved. The formal adoption of the award is being processed.)

Describe any project work phases that are currently underway or have been completed.

Concept plans have been developed. Please see the attached drawings for details.
 The City is actively seeking partnerships to help fund the development of the project through construction.

Describe existing right of way ownerships along the project

(Describe when the right-of-way was obtained and how ownership is documented, i.e., plats, deeds, prescriptions, easements):

The landing area on the west side has been obtained through a Land Sale Agreement and a Quit Claim Deed signed on January 18, 2022. This was recorded at Davis County on January 26, 2022.

Is right-of-way acquisition proposed as part of the larger project? (If Yes, describe proposed acquisition including expected fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right-of-way)

Yes

Yes/ No/
 NA

The east side landing area is on UTA Property (part of the FrontRunner Station area). They are supportive of the project. The City will secure an easement to formalize the agreement to situate the east side landing on the UTA Property. No funding is required to formalize this easement.

The City also is working through the necessary permitting to cross overhead of the existing Union Pacific Railroad. They are also supportive of the project.

Efforts to Preserve the Corridor

((How much Right-of-Way has been acquired) divided by the (Total Amount of Right-of-Way necessary for the Project)) = (Percent of Corridor Preserved)

75 to 100
 %

Davis County 3rd Quarter Transportation Funding Application - 2020

Project Details

Access to Opportunities

[Link for "Access to Opportunities" - Reference Interactive Map](#)

For the following 2 questions, *please Identify the dominant color at or along your project on the Interactive Map.	What is the Color for the Employment Intensity?	Blue	What is the Color for the Residential Intensity?	Blue
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If Intensity or destination is planned, applicant must provide documentation e.g., zoning, developer agreement(s).

To which of the Following Does the Project Improve Access. <i>(Select All that Apply)</i> <i>Some have been identified on the map</i>	Community Center	Yes	Vulnerable Community	Yes	Elementary School	Yes	Library/ City Center	Yes
	Grocery Store	Yes	Trails/ Parks	Yes	Junior High School	No	Other Retail	Yes
	Core Transit Station	Yes	Higher Education	No	High School	Yes	Other Services	Yes

To what extent does the project fill a gap or complete a connection?	The proposed pedestrian overpass is part of the backbone of Layton City's most significant trail system – Kay's Creek Trail – which serves as an arterial to other active transportation trail networks interconnected throughout the City and neighboring communities.							
--	---	--	--	--	--	--	--	--

Which of the listed Safety Improvements will be included with this project	Sidewalks/ Path	No	Shoulders/ Curb & Gutter	No	Lighting/ Visibility	Yes
	Bike Lanes	Yes	Adequate Turn Lanes	No	Access Control	Yes
	Intersection Geometry	No	Removal of Roadway Obstructions	No	AO/ Crosswalk	Yes
	Signals/ Signs	No	Center Lane or Raised Median	No	Other..	<i>Urban/Bicycle Overpass</i>

Discuss the safety improvements that are included in this project.	The pedestrian overpass bridge provides a safe, grade-separated option off Gentle (minor arterial/collector), Layton Parkway (major arterial/minor arterial) and Main Street (major arterial), which are the existing connecting routes to the FrontRunner as a cyclist or pedestrian.					
--	--	--	--	--	--	--

Estimated delay reduction (Vehicle Hours) <i>(Provide documentation)</i>	NA	Project Safety Index from UDOT Traffic and Safety Data (2015-2017)	3	Recreational Opportunities Associated with Project - Link	How many access management improvements are included? (Provide documentation)	0
Estimated reduction in vehicle miles traveled. <i>(Provide documentation)</i>	99.75	Total number of crashes on this facility or parallel roadway during the three years	43	How many signal phasing, timing, and other improvements are included (Provide documentation)	0	Number of Intelligent Transportation System (ITS) elements included (Provide documentation)
Number of intersection improvements? <i>(Provide documentation)</i>	0	Other Project Benefits not yet listed?		An additional safety improvement is Layton Parkway is at a much higher elevation (12 ft) than that of Main St. or the accesses to the healthcares mentioned, adding potential walking and biking hazards during weather events, which this overpass will mitigate.		

Project Implementation Information

Project phases included in funding request:

No	Planning Activities	\$ 6,104,758.00	Total Estimated Project Cost
Yes	Project Development & Environment Study	\$ 3,600,000.00	Davis County 3rd Quarter Funding Request
Yes	Preliminary Engineering/ Final Design Plans	\$ 504,758.00	Local Funds
Yes	Construction	\$ -	In-Kind Donations (Dollar Value)
Yes	Construction Engineering & Inspection	\$ 2,000,000.00	Other Funding Contributions

**** NOTE **** A minimum of 20% match is required

Davis County 3rd Quarter Transportation Funding Application - 2020

Project Cost Summary

Below, provide a summary of the estimated cost for the work being proposed.

(A Separate Detailed Project Cost Estimate Must be Attached to this Application.)

<u>Planning Activities</u>	\$		<i>(enter estimate)</i>
<u>Project Development & Environment Study</u>	\$	62,005.13	<i>(enter estimate)</i>
<u>Preliminary Engineering/ Final Design Plans</u>	\$	248,020.50	<i>(enter estimate)</i>
<u>Right of Way</u>	\$	-	<i>(enter estimate)</i>
<u>Construction</u>	\$	2,990,706.00	<i>(enter estimate)</i>
<u>Maintenance of Traffic (MOT)</u>	\$	-	<i>(enter estimate)</i>
<u>Mobilization</u>	\$	109,550.00	<i>(enter estimate)</i>
<u>Subtotal</u>	\$	3,410,281.63	
<u>Contingency (15 % of Subtotal)</u>	\$	511,542.24	
<u>Utilities</u>	\$	72,900.00	<i>(enter estimate)</i>
<u>Miscellaneous</u>	\$	274,337.57	<i>(enter estimate)</i>
<u>Total Construction Cost</u>	\$	4,269,061.44	
<u>Construction Engineering & Inspection (CEI) (13% of Total)</u>	\$	554,978.03	<i>(enter estimate)</i>
<u>Other (Describe)</u>	\$	1,280,718.53	<i>(enter estimate)</i>
<u>Total Project Cost</u>	\$	6,104,758.00	

Project Notes

Some additional notes regarding the question to "Summarize any special characteristics of the project": The pedestrian overpass will also provide alternative transportation options to access substantial clustered regional healthcare recently constructed (or under construction) at this location, located directly west of the UTA Layton Station Frontrunner commuter train on the opposite side of the Union Pacific rail, including: Intermountain Layton Hospital, Tanner Clinic, The Abington Layton Senior Living.

Anticipated Future Ridership Numbers:
 850 employees (within 1/2 mile walking shed) * .023 = 20
 1660 residents (within 1/2 mile walking shed) * .093 = 155
 20 + 155 = 175 new users

Estimated Reduction in Vehicle Miles Traveled (Notes: 0.57 average miles * 175 new users = 99.75



Layton Station Ped Bridge
Layton, Utah

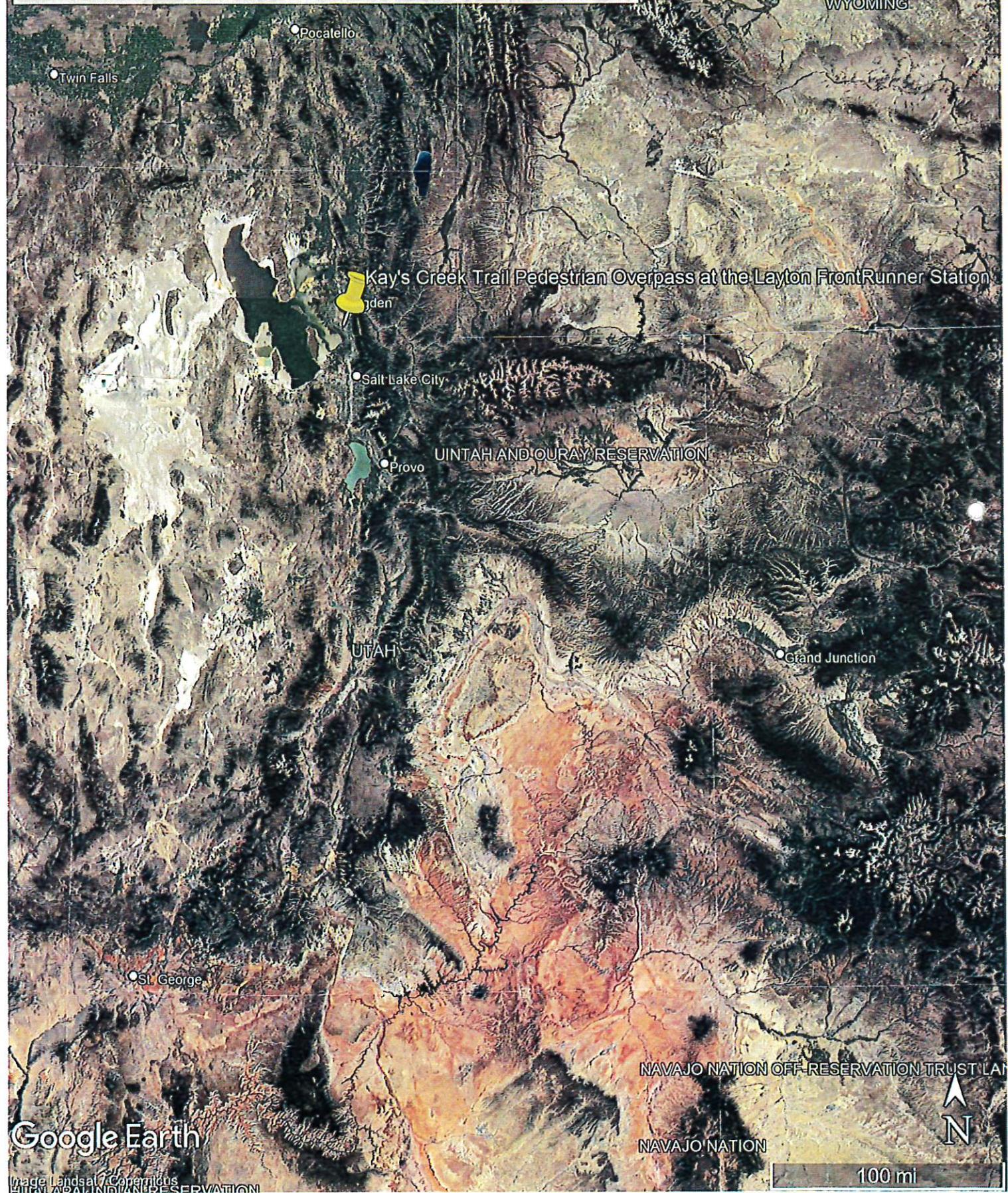
Conceptual Estimate

Plans Dated 3.11.22
Project Size 5,823.00 sf

	Quantity	Labor		Material		Subcontractor		Sub Total	
		Amount	UOM	Unit Rate	Amount	Unit Rate	Amount	Unit Rate	Amount
01 00 00 General Requirements				\$ 65,730		\$ 32,865		\$ 10,955	\$ 109,550
01 00 00 General Requirements									
General Conditions	1.00	ls	65729.8125 < cx	\$ 65,730	32864.90625 lbs	\$ 32,865	10954.96875 lbs	\$ 10,955	109549.6875 ls
03 00 00 Concrete				\$ 169,299		\$ 234,245		\$ 112,989	\$ 516,532
03 310100 Continuous Footings									
03 310100 CF 04.0	26.00	cy	98.00 cy	\$ 2,548	125 cy	\$ 3,250	100 cy	\$ 2,600	323 cy
03 310100 CF 06.0	7.00	cy	98.00 cy	\$ 686	125 cy	\$ 875	100 cy	\$ 700	323 cy
03 310120 Matt Footings									
03 310120 Area*12"	31.00	cy	225.00 cy	\$ 6,975	200 cy	\$ 6,200	200 cy	\$ 6,200	625 cy
03 310120 Area*24"	41.60	cy	225.00 cy	\$ 9,360	200 cy	\$ 8,320	200 cy	\$ 8,320	625 cy
03 06 30.14 Concrete Foundations									
03 310200 cw1006 Fnd Wall 10" x 6'0"	23.00	cy	250 cy	\$ 5,750	300 cy	\$ 6,900	100 cy	\$ 2,300	650 cy
03 310200 cw1008 Fnd Wall 10" x 8'0"	31.00	cy	250 cy	\$ 7,750	300 cy	\$ 9,300	100 cy	\$ 3,100	650 cy
03 310200 cw1210 Fnd Wall 12" x 10'0"	44.00	cy	250 cy	\$ 11,000	300 cy	\$ 13,200	100 cy	\$ 4,400	650 cy
03 310200 cw1210 Fnd Wall 12" x 14'0"	12.00	cy	250 cy	\$ 3,000	300 cy	\$ 3,600	100 cy	\$ 1,200	650 cy
03 310200 cw1210 Fnd Wall 12" x 16'0"	16.00	cy	250 cy	\$ 4,000	300 cy	\$ 4,800	100 cy	\$ 1,600	650 cy
03 310255 Concrete Columns									
03 310255 Columns - 6'0" dia 23.5"	48.15	cy	500 cy	\$ 24,073	500 cy	\$ 24,073	1000 cy	\$ 48,147	2000 cy
03 310320 Suspended Slab									
03 310320 12" Suspended Slab (mild roint)	1,737.00	sf	12.5 sf	\$ 21,713	14 sf	\$ 24,318	6 sf	\$ 10,422	32.5 sf
03 310321 Suspended Beams									
03 310321 Suspended Beams	36.00	cy	350 cy	\$ 12,600	400 cy	\$ 14,400	250 cy	\$ 9,000	1000 cy
03 320000 Concrete Stairs									
03 320004 Concrete Stairs - Suspended Slop 9"	101.00	cy	300 cy	\$ 30,300	250 cy	\$ 25,250	125 cy	\$ 12,625	675 cy
03 320004 Concrete Stairs - Suspended Tread 12"	19.00	cy	300 cy	\$ 5,700	250 cy	\$ 4,750	125 cy	\$ 2,375	675 cy
03 21 11 Plain Steel Reinforcement Bars									
Concrete Reinforcement	99,612.00	lbs	0.23 lbs	\$ 22,911	0.82 lbs	\$ 81,682	lbs	\$ -	1.05 lbs
Masonry Reinforcement	4,057.00	lbs	0.23 lbs	\$ 933	0.82 lbs	\$ 3,327	lbs	\$ -	1.05 lbs
04 00 00 Masonry				\$ -		\$ -		\$ 97,368	\$ 97,368
04 200000 Unit Masonry									
04 222329 CMU 10" x 32.8" - Split-Faced	4,057.00	sf	sf	\$ -	sf	\$ -	24 sf	\$ 97,368	24 sf
05 00 00 Metals									
05 21 00 Structural Steel				\$ 74,100		\$ 116,600		\$ -	\$ 190,700
Steel Structure Roof	86,256.00	lbs	lbs	\$ -	2 lbs	\$ 172,512	1 lbs	\$ 88,256	3 lbs
05 50 00 Metal Fabrications									
05 521300 Exterior Railings - 7" Tubo	340.00	lf	75 lf	\$ 25,500	200 lf	\$ 68,000	lf	\$ -	275 lf
05 521300 Interior Railings - 1" Tubo - Wall Railing	648.00	lf	75 lf	\$ 48,600	75 lf	\$ 48,600	lf	\$ -	150 lf
07 00 00 Thermal and Moisture Protection				\$ -		\$ -		\$ 174,282	\$ 174,282
07 610000 Sheetmetal Roofing									
07 611300 Standing Seam Metal Roof Panels 24ga.	7,188.00	sf	sf	\$ -	sf	\$ -	24 sf	\$ 172,512	24 sf
07 92 00 Joint Sealants									
Concrete Joint Sealants	550.00	lf	lf	\$ -	lf	\$ -	2.25 lf	\$ 1,238	2.25 lf
Masonry Sealants Joint	190.00	lf	lf	\$ -	lf	\$ -	1.75 lf	\$ 333	1.75 lf
Frames	4.00	ea	ea	\$ -	ea	\$ -	50 ea	\$ 200	50 ea
08 00 00 Openings				\$ -		\$ 1,550		\$ 75,350	\$ 76,900
08 100000 Doors & Frames									
08 13134 HM Metal Frames/Metal Doors - 3'0" x 7'0" LH	2.00	ea	ea	\$ -	600 ea	\$ 1,200	50 ea	\$ 100	650 ea
08 420000 Entrances									
08 422600 All Glass Entrances & Storefront 03'0" x 09'0" RH	4.00	ea	ea	\$ -	ea	\$ -	2500 ea	\$ 10,000	2500 ea
08 431300 Aluminum Framed Entrances & Storefronts 7'10" x 9'10"	1,450.00	sf	sf	\$ -	sf	\$ -	45 sf	\$ 65,250	45 sf

Location within State of Utah

Kay's Creek Trail Pedestrian Overpass at the Layton FrontRunner Station
Layton, UT 84041



MAP 4: TRAIL IMPROVEMENT GOALS

Priority Trails

Regional Transportation Trails

Kay's Creek Trail, Davis Weber Canal Trail, Utah Power & Light Corridor Trail

Recreational Trails

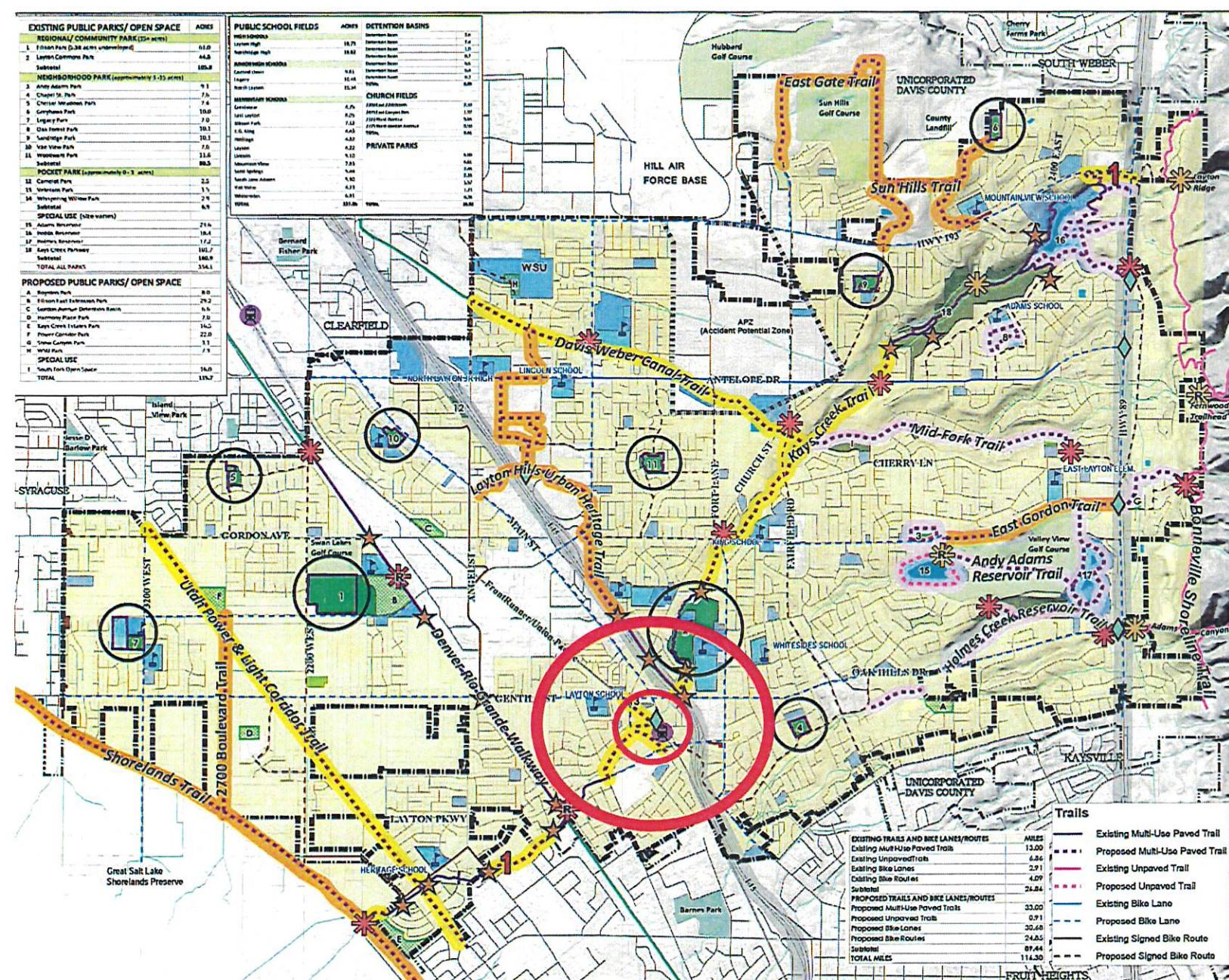
Andy Adams Reservoir Trail, Andy Adams Park Walking Trail, Oak Forest Park Walking Trail, Holmes Creek Reservoir Trail, Mid-Fork Trail

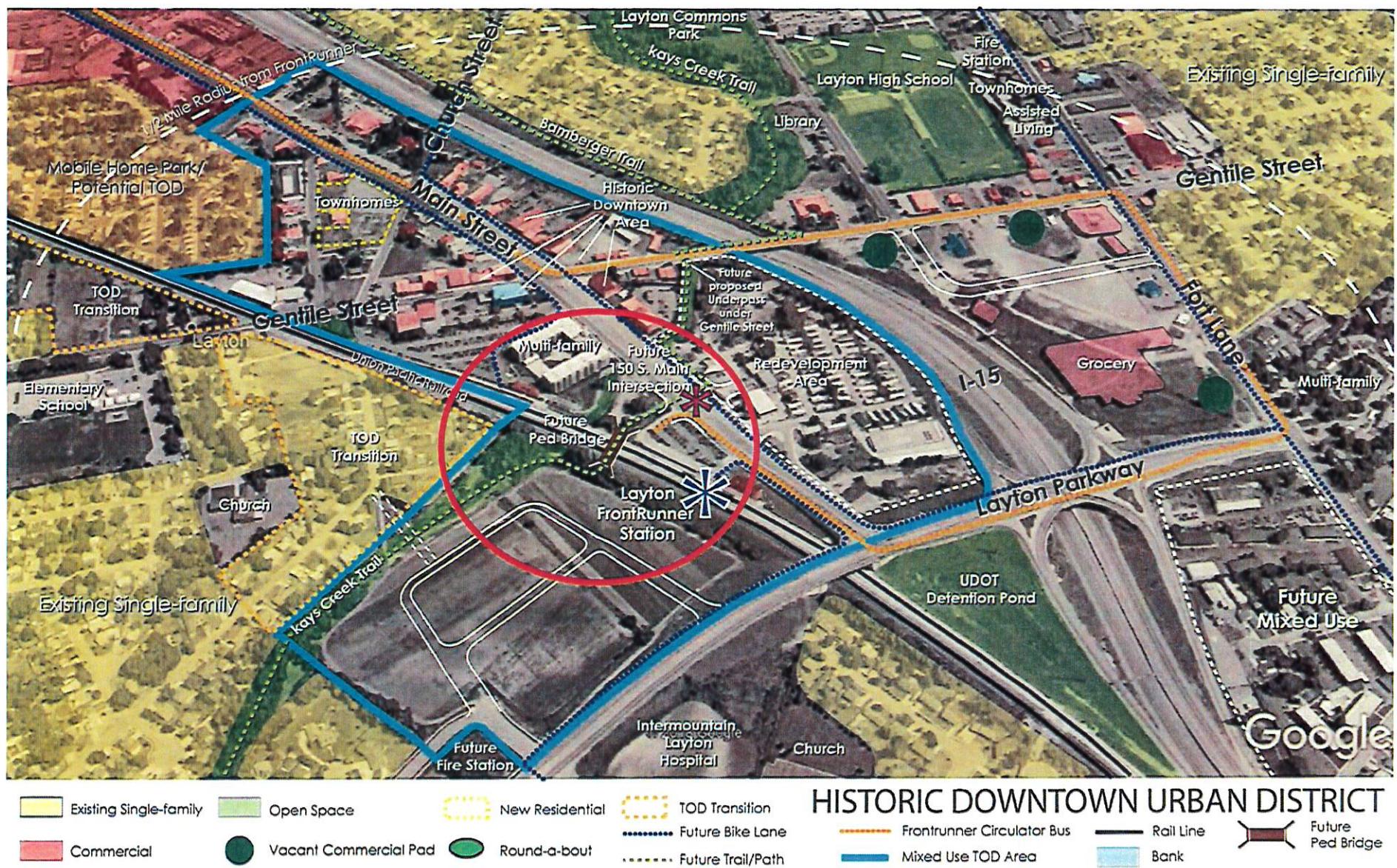
Inner-City Connecting Trails

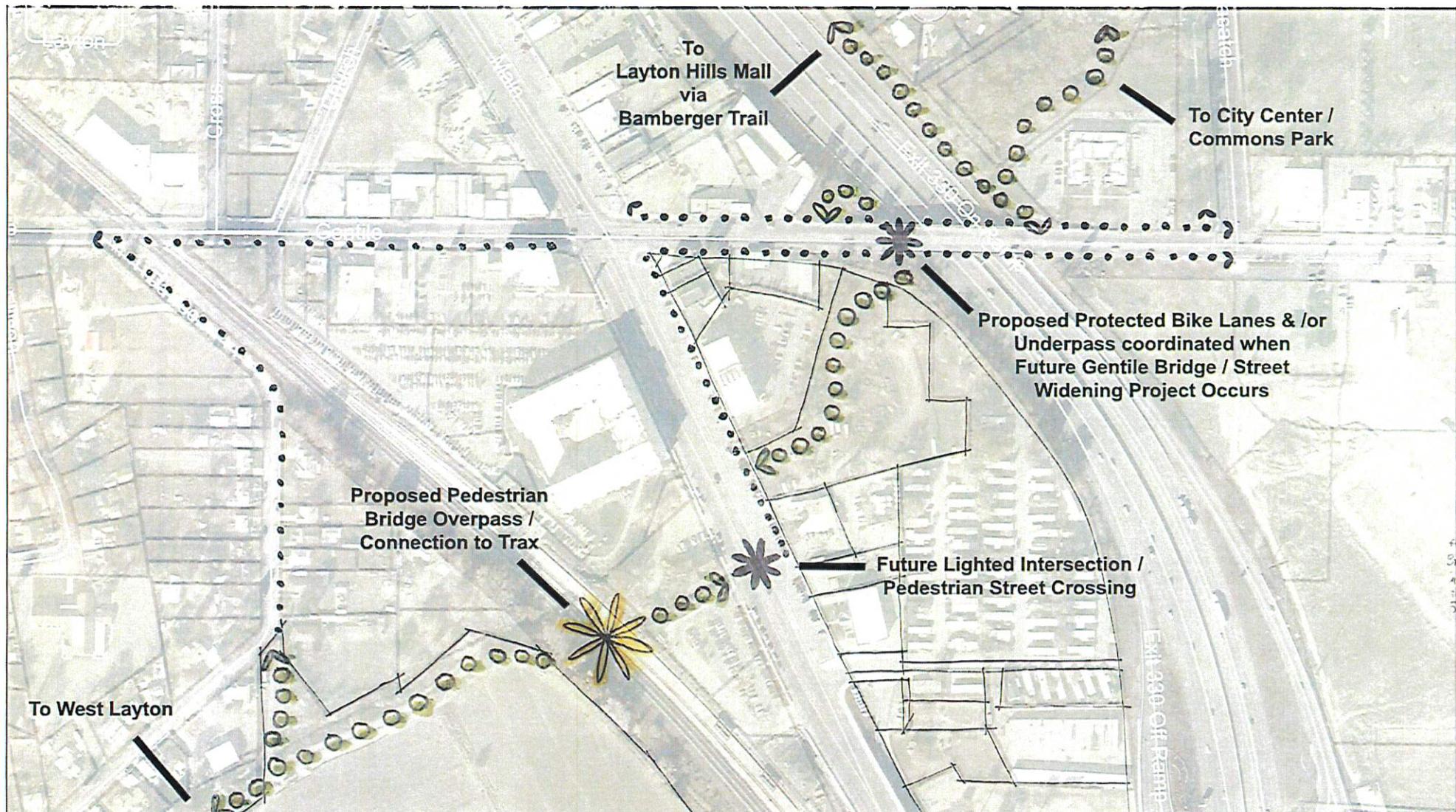
Sun Hills Trail, East Gordon Trail, Heritage Urban Trail, 2700 Blvd. Trail, Layton Hills Overpass Trail, Shorelands Trail, East Gate Trail



Layton City Parks, Recreation, Trails, Open Space & Cultural Facilities Master Plan







KAY'S CREEK TRAIL EXTENSION – DAWSON TO GENTILE STREET
Layton, UT 84041

DRAWN BY / DATE
DRAWN BY
APPROVED BY

HORIZONTAL SCALE
DRAWING

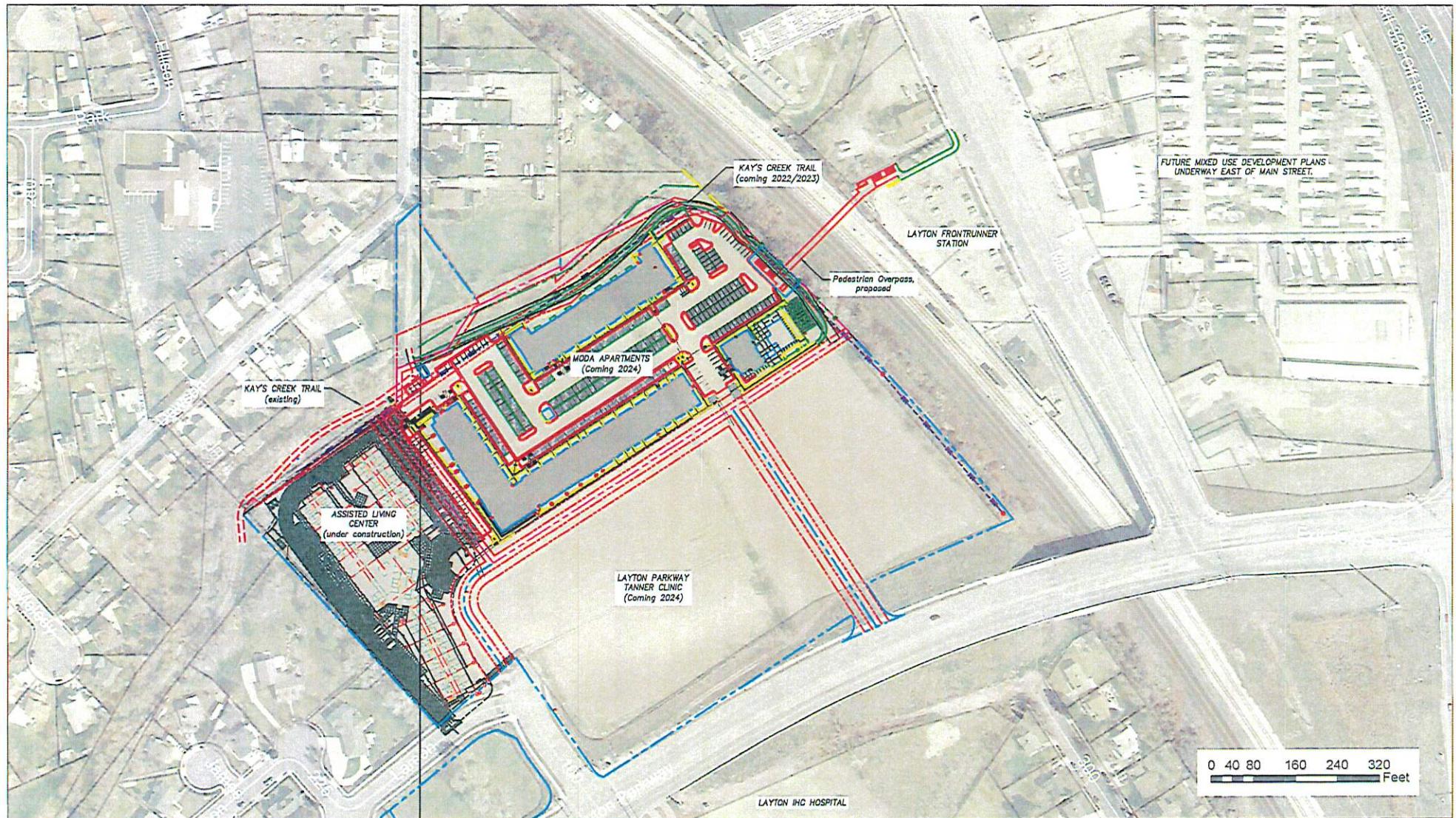
N

1
SHEET 1
or
1

Layton
City

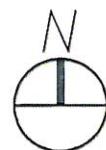
CONCEPT



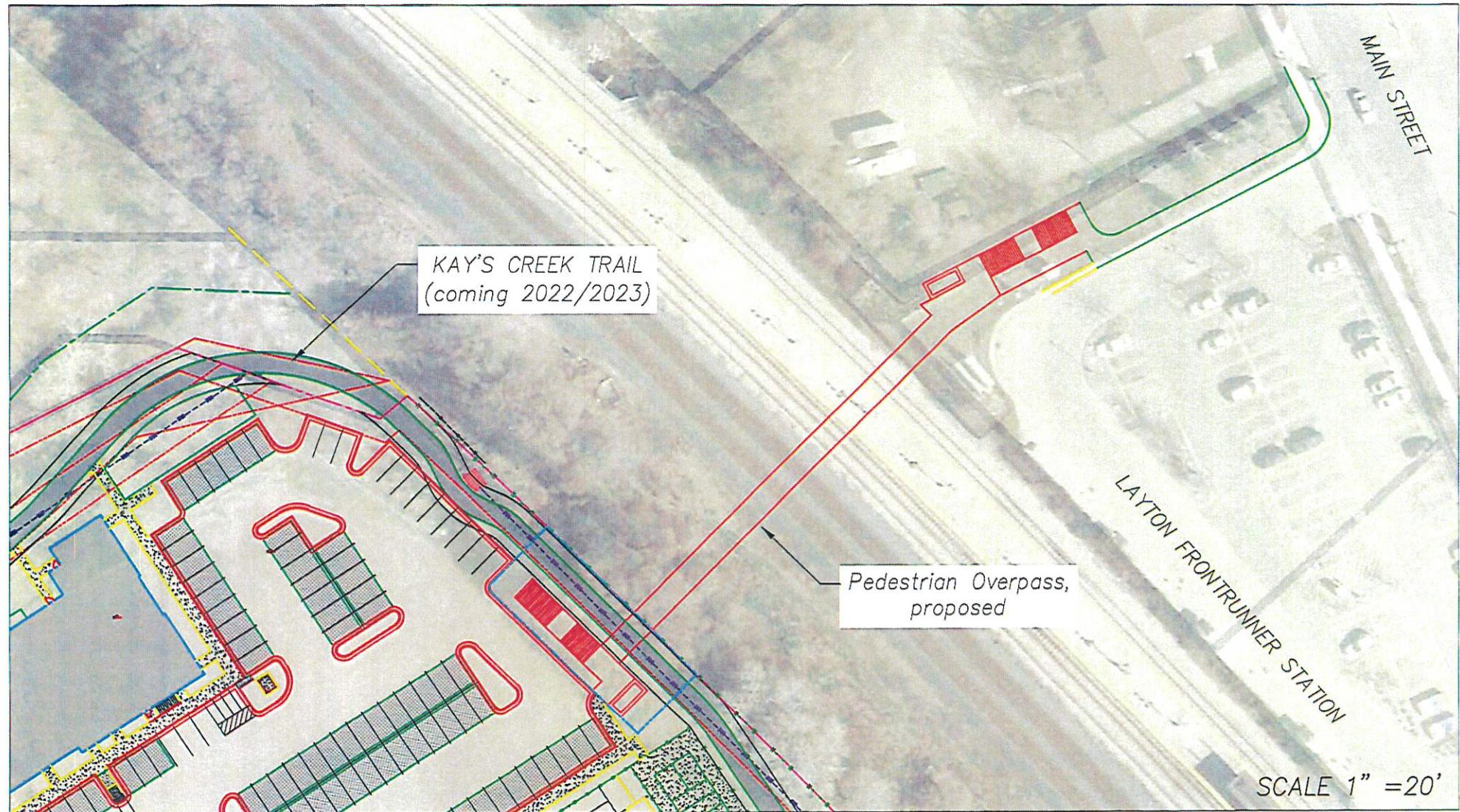


Kay's Creek Trail Pedestrian Overpass at the Layton FrontRunner

150 S. Main Street – Layton, UT 84041



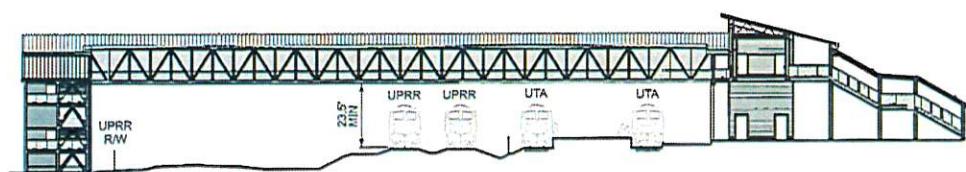
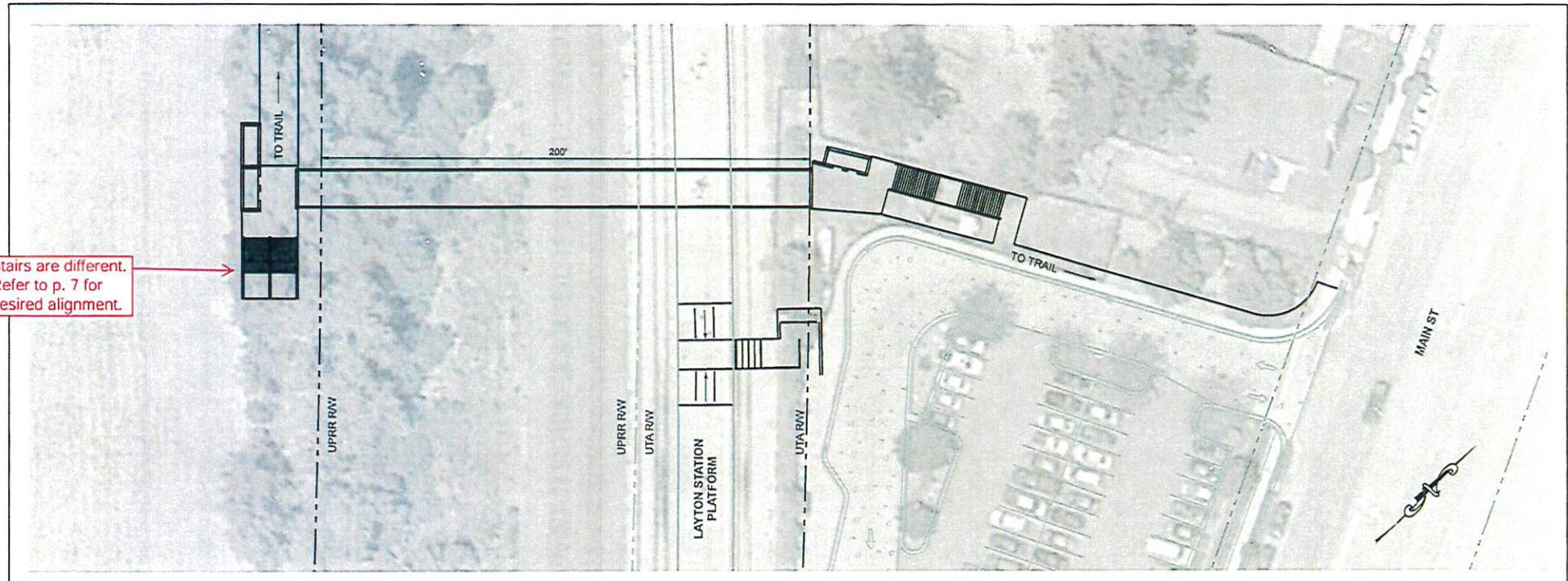
Layton
City



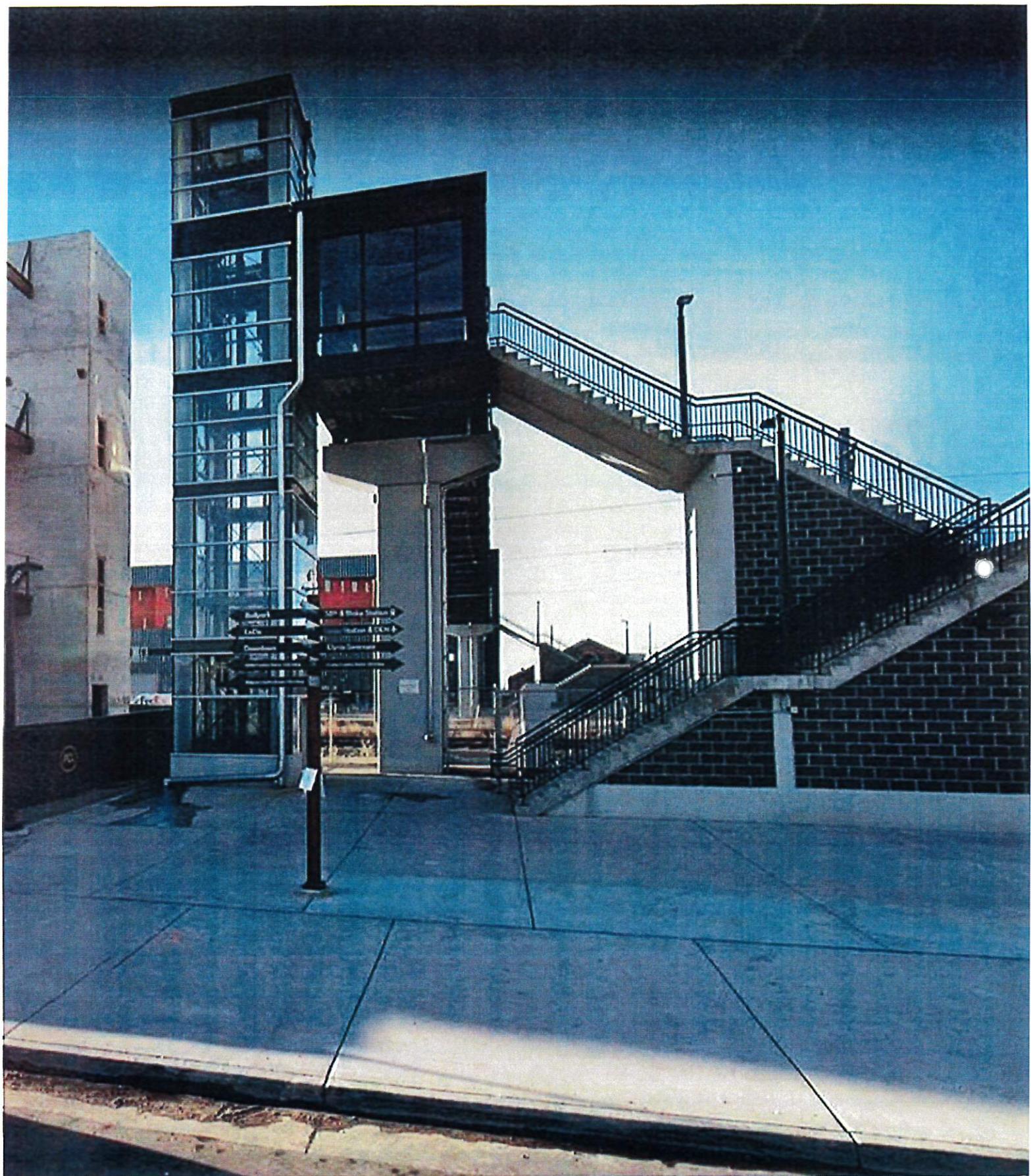
Kay's Creek Trail Pedestrian Overpass at the Layton FrontRunner

150 S. Main Street – Layton, UT 84041





CONCEPTUAL LAYOUT – NOT FOR CONSTRUCTION



Layton City

Pedestrian Overpass

Concept

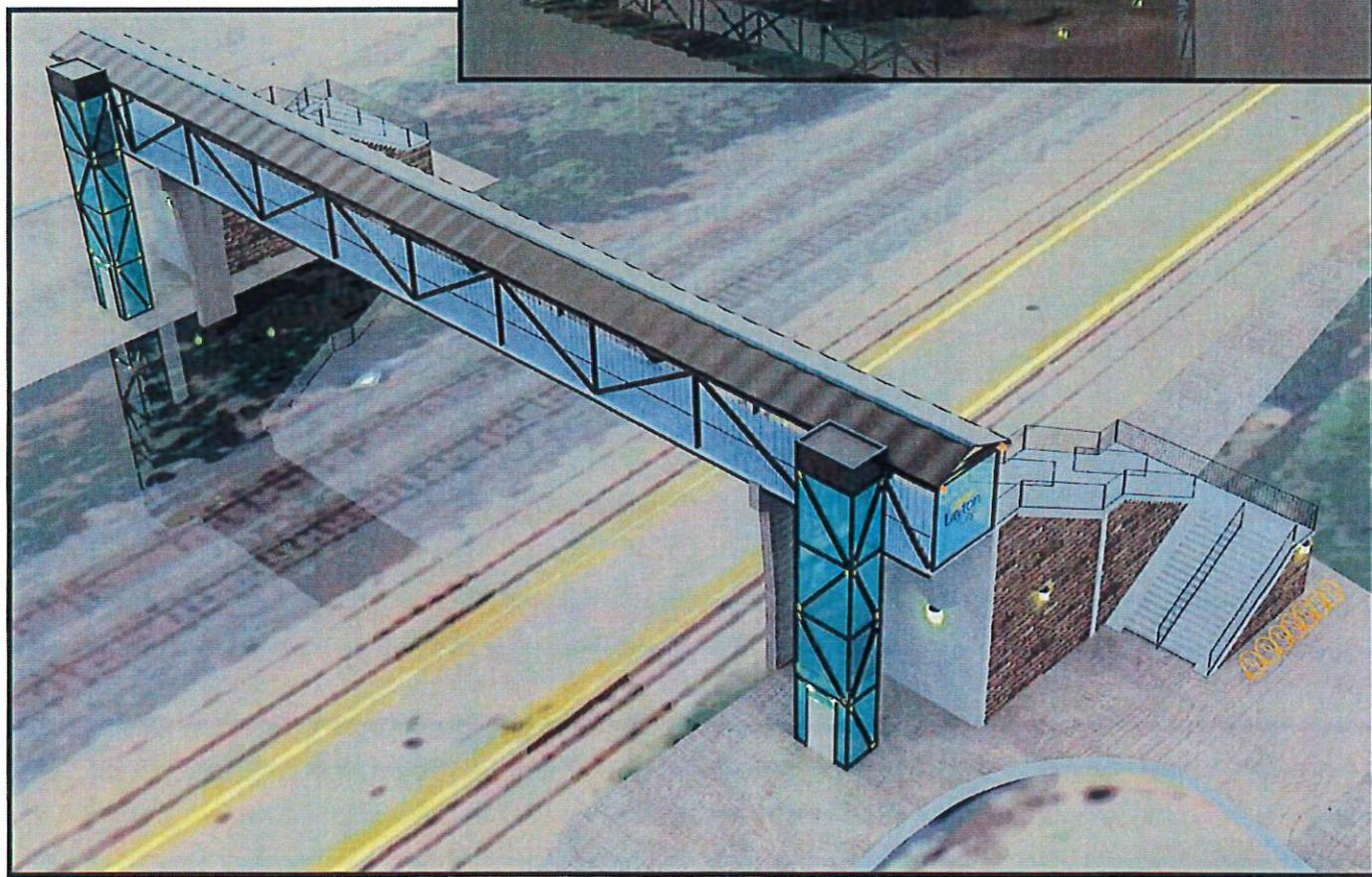


EXHIBIT B



Layton Station Ped Bridge
Layton, Utah

Conceptual Estimate

Plans Dated 3.11.22
Project Size 5,823.00 sf

	Quantity		Labor		Material		Subcontractor		Sub Total	
	Amount	UOM	Unit Rate	Amount	Unit Rate	Amount	Unit Rate	Amount	Unit Rate	Amount
01 00 00 General Requirements				\$ 65,730		\$ 32,865		\$ 10,955		\$ 109,550
01 00 00 General Requirements										\$ 109,550
General Conditions	1.00	ls	65729.8125 < cx	\$ 65,730	32864.90625 ls	\$ 32,865	10954.96875 ls	\$ 10,955	109549.6875 ls	\$ 109,550
03 00 00 Concrete		l		\$ 169,299		\$ 234,245		\$ 112,989		\$ 516,532
03 310100 Continuous Footings										
03 310100 CF 04.0	26.00	cy	98.00 cy	\$ 2,548	125 cy	\$ 3,250	100 cy	\$ 2,600	323 cy	\$ 8,398
03 310100 CF 06.0	7.00	cy	98.00 cy	\$ 686	125 cy	\$ 875	100 cy	\$ 700	323 cy	\$ 2,261
03 310120 Matt Footings										
03 310120 Area"12"	31.00	cy	225.00 cy	\$ 6,975	200 cy	\$ 6,200	200 cy	\$ 6,200	625 cy	\$ 19,375
03 310120 Area"24"	41.60	cy	225.00 cy	\$ 9,380	200 cy	\$ 8,320	200 cy	\$ 8,320	625 cy	\$ 26,000
03 06 30.14 Concrete Foundations										
03 310200 cwt006 Fnd Wall 10' x 6'0"	23.00	cy	250 cy	\$ 5,750	300 cy	\$ 6,900	100 cy	\$ 2,300	650 cy	\$ 14,950
03 310200 cwt008 Fnd Wall 10' x 8'0"	31.00	cy	250 cy	\$ 7,750	300 cy	\$ 9,300	100 cy	\$ 3,100	650 cy	\$ 20,150
03 310200 cwt120 Fnd Wall 12' x 10'0"	44.00	cy	250 cy	\$ 11,000	300 cy	\$ 13,200	100 cy	\$ 4,400	650 cy	\$ 28,600
03 310200 cwt120 Fnd Wall 12' x 14'0"	12.00	cy	250 cy	\$ 3,000	300 cy	\$ 3,600	100 cy	\$ 1,200	650 cy	\$ 7,800
03 310200 cwt120 Fnd Wall 12' x 16'0"	16.00	cy	250 cy	\$ 4,000	300 cy	\$ 4,800	100 cy	\$ 1,600	650 cy	\$ 10,400
03 310255 Concrete Columns										
03 310255 Columns - 6'0" dia 23'6"	48.15	cy	500 cy	\$ 24,073	500 cy	\$ 24,073	1000 cy	\$ 48,147	2000 cy	\$ 96,293
03 310320 Suspended Slab										
03 310320 12" Suspended Slab (mild reinf)	1,737.00	sf	12.5 sf	\$ 21,713	14 sf	\$ 24,318	6 sf	\$ 10,422	32.5 sf	\$ 56,453
03 310321 Suspended Beams										
03 310321 Suspended Beams	36.00	cy	350 cy	\$ 12,600	400 cy	\$ 14,400	250 cy	\$ 9,000	1000 cy	\$ 36,000
03 320000 Concrete Stairs										
03 320004 Concrete Stairs - Suspended Slab 9"	101.00	cy	300 cy	\$ 30,300	250 cy	\$ 25,250	125 cy	\$ 12,625	675 cy	\$ 68,175
03 320004 Concrete Stairs - Suspended Tread 12"	19.00	cy	300 cy	\$ 5,700	250 cy	\$ 4,750	125 cy	\$ 2,375	675 cy	\$ 12,825
03 21 11 Plain Steel Reinforcement Bars										
Concrete Reinforcement	99,612.00	lbs	0.23 lbs	\$ 22,911	0.82 lbs	\$ 81,682	lbs	\$ -	1.05 lbs	\$ 104,593
Masonry Reinforcement	4,057.00	lbs	0.23 lbs	\$ 933	0.82 lbs	\$ 3,327	lbs	\$ -	1.05 lbs	\$ 4,260
04 00 00 Masonry				\$ -		\$ -		\$ 97,368		\$ 97,368
04 200000 Unit Masonry										
04 222229 CMU 10" - 32.8" - Split-Faced	4,057.00	sf	sf	\$ -	sf	\$ -	24 sf	\$ 97,368	24 sf	\$ 97,368
05 00 00 Metals										
05 21 00 Structural Steel										
Steel Structure Roof	86,256.00	lbs	lbs	\$ -	2 lbs	\$ 172,512	1 lbs	\$ 86,256	3 lbs	\$ 259,768
05 50 00 Metal Fabrications										
05 521300 Exterior Railings - 7' Tube	340.00	lf	75 lf	\$ 25,500	200 lf	\$ 68,000	lf	\$ -	275 lf	\$ 93,500
05 521300 Interior Railings - 1' Tube - Wall Railing	648.00	lf	75 lf	\$ 48,600	75 lf	\$ 48,600	lf	\$ -	150 lf	\$ 97,200
07 00 00 Thermal and Moisture Protection				\$ -		\$ -		\$ 174,282		\$ 174,282
07 610000 Sheetmetal Roofing										
07 611300 Standing Seam Metal Roof Panels 24ga.	7,188.00	sf	sf	\$ -	sf	\$ -	24 sf	\$ 172,512	24 sf	\$ 172,512
07 92 00 Joint Sealants										
Concrete Joint Sealants	550.00	lf	lf	\$ -	lf	\$ -	2.25 lf	\$ 1,238	2.25 lf	\$ 1,238
Masonry Sealants Joint	190.00	lf	lf	\$ -	lf	\$ -	1.75 lf	\$ 333	1.75 lf	\$ 333
Frames	4.00	ea	ea	\$ -	ea	\$ -	50 ea	\$ 200	50 ea	\$ 200
08 00 00 Openings				\$ -		\$ 1,550		\$ 75,350		\$ 76,900
08 100000 Doors & Frames										
08 131314 HM Metal Frames/Metal Doors - 3'0" x 7'0" LH	2.00	ea	ea	\$ -	600 ea	\$ 1,200	50 ea	\$ 100	650 ea	\$ 1,300
08 420000 Entrances										
08 422600 All Glass Entrances & Storefront 03'0" x 09.0" RH	4.00	ea	ea	\$ -	ea	\$ -	2500 ea	\$ 10,000	2500 ea	\$ 10,000
08 431300 Aluminum Framed Entrances & Storefronts 7'10" x 9'10"	1,450.00	sf	sf	\$ -	sf	\$ -	45 sf	\$ 65,250	45 sf	\$ 65,250

08 74 00	Access Control Hardware															
	Door Hardware single Man Door	2.00	ea		ea	\$	-	175	ea	\$	350	ea	\$	-		
09 00 00	Finishes					\$	-			\$	15,771			\$	15,771	
09 91 23	Painting															
	Seal Masonry	4,057.00	sf		sf	\$	-		sf	\$	-	0.90	sf	\$	3,651	
	Paint Doors	2.00	ea		ea	\$	-		ea	\$	-	75	ea	\$	150	
09 912300	Interior Painting - Exposed Steel/Wood	988.00	lf		lf	\$	-		lf	\$	-	2.5	lf	\$	2,470	
	Misc.	4,750.00	sf		sf	\$	-		sf	\$	-	2	sf	\$	9,500	
10 00 00	Specialties					\$	300			\$	-		\$	410		
10 14 23	Panel Signage														\$	710
	Door & Exit Signs	2.00	ea		25	ea	\$	50	ea	\$	-	55	ea	\$	110	
10 44 16	Fire Extinguishers														\$	160
	Fire Extinguisher & Cabinets	2.00	ea		125	ea	\$	250	ea	\$	-	150	ea	\$	300	
14 00 00	Conveying Systems					\$	-			\$	-		\$	170,000		
	Elevators														\$	170,000
	2-Stop Hydraulic Elevator	2.00	ea		ea	\$	-		ea	\$	-	85000	ea	\$	170,000	
22 00 00	Plumbing					\$	-			\$	-		\$	9,180		
	Plumbing Systems														\$	9,180
	Plumbing	1,350.00	sf		sf	\$	-		sf	\$	-	6.8	sf	\$	9,180	
23 00 00	Heating, Ventilating, and Air Conditioning (HVAC)					\$	-			\$	-		\$	16,200		
	HVAC Systems														\$	16,200
	HVAC	1,350.00	sf		sf	\$	-		sf	\$	-	12	sf	\$	16,200	
31 00 00	Earthwork					\$	-			\$	-		\$	84,129		
31 23 16.16	Structural Excavation for Minor Structures														\$	84,129
	Structural Excavation	924.00	cy		cy	\$	-		cy	\$	-	24	cy	\$	22,176	
	Structural Backfill	693.00	cy		cy	\$	-		cy	\$	-	26	cy	\$	18,018	
	Underslab Gravel	12.00	cy		cy	\$	-		cy	\$	-	30	cy	\$	360	
	Fine Grade	1,500.00	sf		sf	\$	-		sf	\$	-	0.25	sf	\$	375	
31 620000	Driven Piles														\$	375
	31 621600 Steel Piles 12" Steel Pile 40'0"	960.00	lf		lf	\$	-		lf	\$	-	45	lf	\$	43,200	
32 00 00	Site Improvements					\$	-			\$	-		\$	1,509,550		
32 340000	Fabricated Bridges														\$	1,509,550
32 341300	Fabricated Pedestrian Bridges - Box Truss Bridge 18'0" x	227.00	cy		cy	\$	-		cy	\$	-	6650	cy	\$	1,509,550	
	Sub Total					\$	309,428.52			\$	471,516		\$	2,319,312		
	Environmental Study & Geotech														\$	62,005.13
	Structural Design Engineering Fees (8% of Construction Costs)														\$	248,020.50
	Project Contingency (15%)														\$	511,542.28
	Utilities (Electrical)	1,350.00	sf		sf	\$	-		sf	\$	-	54	sf	\$	72,900	
	Building Permit & Impact Fees (Estimate & Allowance-based on Letti Website)	1	ls												\$	72,900
	Bond					Not Required									\$	12,343.58
	General Liability					0.39%									\$	212
	Builders Risk					1	ls								\$	1,400.00
	Safety Allocation					0.025%									\$	796.72
Contingency	Construction Contingency					3.00%									\$	95,630.90
Fee	Profit					5.00%									\$	164,166.37
GRAND TOTAL															\$	4,269,062
	Construction Engineering & Inspection (CEI) (13% of Total)														\$	554,979.03
	Inflation (30%)														\$	1,280,718.53
ADJUSTED GRAND TOTAL (Inflation)															\$	6,104,758

EXHIBIT 2

RESOLUTION 23-10

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN LAYTON CITY AND DAVIS COUNTY FOR FISCAL ASSISTANCE FOR CONSTRUCTION OF THE KAY'S CREEK TRAIL PEDESTRIAN OVERPASS AT THE LAYTON FRONTRUNNER STATION

WHEREAS, Layton City has elected to seek funding for construction of the Kay's Creek Trail Pedestrian Overpass to be located immediately north of the Layton FrontRunner Station at approximately 150 South Main Street; and

WHEREAS, the City has submitted a grant application to Davis County's County Option Sales and Use Tax for Transportation Fund for funding assistance for construction of the Kay's Creek Trail Pedestrian Overpass to connect the east and west trail alignment of the Kay's Creek Trail to the FrontRunner and the downtown area of Layton; and

WHEREAS, the City has been awarded up to \$2,000,000 from Davis County through Davis County's County Option Sales and Use Tax for Transportation Fund's 2022 3rd Quarter Transportation Sales Tax Revenue for funding assistance for construction of the Kay's Creek Trail Pedestrian Overpass to connect the east and west trail alignment of the Kay's Creek Trail to the FrontRunner and the downtown area of Layton; and

WHEREAS, Staff has reviewed and evaluated the funding requirements contained in Davis County's Interlocal Cooperation Transportation Project Reimbursement Agreement and has found it to be in the best interest of the City to accept Davis County's funding for construction of the Kay's Creek Trail Pedestrian Overpass at the Layton FrontRunner Station; and

WHEREAS, Davis County desires to enter into a fiscal assistance agreement with the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:

1. That the agreement entitled "Interlocal Cooperation Transportation Project Reimbursement Agreement" between Layton City and Davis County, which is attached hereto and incorporated herein by this reference, be adopted and approved.

2. That the City Manager be authorized to conduct negotiations and the Mayor be authorized to execute the agreement between the City and Davis County for funding assistance with the construction of the Kay's Creek Trail Pedestrian Overpass at the Layton FrontRunner Station.

3. This Resolution shall become effective immediately upon adoption by the City Council.

PASSED AND ADOPTED by the City Council of Layton, Utah, this 19th day of January, 2023.

ATTEST:

Kimberly Sread

KIMBERLY SREAD, City Recorder



Jay Petro
JOY PETRO, Mayor

2023-076

**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 5.D.

Subject:

Interlocal Cooperation Agreement Between Layton City and Davis County for Transportation Project Reimbursement – Resolution 25-55 – Sugar Street Realignment to the Signalized Intersection at Gentile Street and Angel Street

Background:

Davis County (County) requested cities, the Utah Department of Transportation (UDOT) and the Utah Transit Authority (UTA) all located within the County to submit applications for transportation projects, to be reviewed for eligibility, for possible funding by the County's 2025 sales and use tax for transportation. The City submitted a Davis County 3rd Quarter Funding Application to the County for the Sugar Street Realignment (Project). The Davis County Council of Governments (COG), reviewed the application and placed the Project on the 2025 priority list. The COG then submitted a priority list of transportation projects for review and possible approval to the County.

The County approved funding for the Project in an amount up to \$2,670,000. The County has agreed to partially reimburse the City for the permitted or authorized costs, expenses or otherwise incurred by the City in connection with the Project and in a manner consistent with the terms and provisions of the Agreement.

The City has agreed to complete the Project on or before December 31, 2030.

Alternatives:

Alternatives are to: 1) Adopt Resolution 25-55 authorizing the execution of the Interlocal Cooperation Agreement between Layton City and Davis County for Transportation Project Reimbursement 2) Adopt Resolution 25-55 with any amendments the Council deems appropriate; or 3) Not Adopt Resolution 25-55 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 25-55, authorizing the Mayor to execute the Interlocal Cooperation Agreement between Layton City and Davis County for Transportation Project Reimbursement.

RESOLUTION 25-55

A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN LAYTON CITY AND DAVIS COUNTY FOR TRANSPORTATION PROJECT REIMBURSEMENT

WHEREAS, Layton City (City) and Davis County (County) desire to enter into an Interlocal Cooperation Agreement for Transportation Project Reimbursement (Agreement); and

WHEREAS, the Davis County Council of Governments (COG) is the council of governments with the authority to work with the County to prioritize transportation projects or services within the County and submit a priority list of such projects or services to the County for review and possible approval; and

WHEREAS, the County, on or about June 4, 2025, requested the cities located within Davis County, the Utah Department of Transportation, and the Utah Transit Authority to submit applications for a limited portion of the County's 2025 sales and use tax for transportation; and

WHEREAS, the City, on or about August 1, 2025, submitted a Davis County 3rd Quarter Funding Application (Application) to the County for the Layton Sugar Street Realignment (Project); and

WHEREAS, the COG reviewed the Application and, after review, placed the Project on the 2025 priority list that the COG submitted to the Davis County Legislative Body; and

WHEREAS, the County, on or about November 25, 2025, agreed to fund part of the requested funds for the Project with 2025 sales and use tax for transportation in an amount up to \$2,670,000; and

WHEREAS, the City desires to commence and complete the Project on or before December 31, 2030; and

WHEREAS, the County desires to partially reimburse the City for the permitted or authorized costs, expenses, or otherwise incurred by the City in connection with the Project up to \$2,670,000; and

WHEREAS, the Parties have agreed to the terms and conditions contained in the Agreement; and

WHEREAS, Title 11, Chapter 13, of the Utah Code authorizes governmental entities to enter into interlocal cooperation agreements under the Interlocal Cooperation Act for provision of services; and

WHEREAS, it is deemed to be in the best interest of the citizens of Layton City to adopt and approve the Interlocal Cooperation Agreement between Layton City and Davis County for Transportation Project Reimbursement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:

1. That the Interlocal Cooperation Agreement between Layton City and Davis County for Transportation Project Reimbursement, which is attached hereto and incorporated herein by this reference, be adopted and approved.
2. That the Mayor is authorized to execute the necessary documents.
3. This Resolution shall become effective immediately upon adoption by the City Council.

PASSED AND ADOPTED by the City Council of Layton, Utah, this **18th day of December, 2025.**

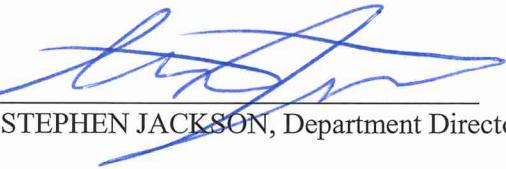
JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:


CLINTON R. DRAKE, City Attorney


STEPHEN JACKSON, Department Director

**INTERLOCAL COOPERATION TRANSPORTATION
PROJECT REIMBURSEMENT AGREEMENT**

**DOCUMENT WAS
RECEIVED FROM AN
OUTSIDE SOURCE**

This Interlocal Cooperation Transportation Project Reimbursement Agreement (this “Agreement”) is between Davis County, a body corporate and politic and a legal subdivision of the State of Utah (the “County”), and Layton City a municipal corporation of the State of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” in this Agreement or may be solely referred to as a “Party” in this Agreement.

WHEREAS, the Parties are authorized to enter into in this Agreement, pursuant to Utah’s Interlocal Cooperation Act, which is codified at Title 11, Chapter 13 of the Utah Code (the “Act”); and

WHEREAS, Utah Code Section 59-12-2217 (“Section 59-12-2217”), which is titled County Option Sales and Use Tax for Transportation, provides, in part, an opportunity for a county council of governments to annually prioritize transportation projects to be funded by revenues generated from a sales and use tax imposed under Section 59-12-2217 as well as an opportunity for a county legislative body to annually approve transportation projects to be funded by revenues generated from a sales and use tax imposed under Section 59-12-2217; and

WHEREAS, the Davis County Council of Governments (“DCCOG”) is the county council of governments with the authority to work with the Davis County Legislative Body to prioritize and approve transportation projects within Davis County to be funded by revenues generated in Davis County from a sales and use tax imposed under Section 59-12-2217; and

WHEREAS, the County requested the cities located within Davis County, the Utah Department of Transportation (“UDOT”), and the Utah Transit Authority (“UTA”), on or about June 6, 2025, to submit applications for a limited portion of the sales and use tax generated in Davis County under Section 59-12-2217 to be used for qualifying transportation projects; and

WHEREAS, the City submitted a Davis County 3rd Quarter Funding Application, which is attached to this Agreement as Attachment 1 and is incorporated into this Agreement by this reference (the “Application”), to the County, on or before July 31, 2025, seeking funding for a portion of the sales and use tax generated in Davis County under Section 59-12-2217 for the Sugar Street Realignment Project (the “Project”) (A copy of the Project Cost Estimate (the “Cost Estimate”) is attached to this Agreement as Attachment 2 and incorporated into this Agreement by this reference); and

WHEREAS, the DCCOG presented a priority list of qualifying transportation projects to the Davis County Legislative Body for approval on or about October 15, 2025 (the “Priority List”); and

WHEREAS, the Davis County Legislative Body approved several projects on the Priority List, including the Project, on October 28, 2025; and

WHEREAS, the City desires to commence and complete the Project in a manner consistent with this Agreement; and

WHEREAS, the County desires to partially reimburse the City for the permitted or authorized costs, expenses, or otherwise incurred by the City in connection with the Project in a manner consistent with the terms and provisions of this Agreement.

The Parties therefore agree as follows:

- 1. Purpose.** The purpose of this Agreement is to comply with the authority of, and direction provided by, the DCCOG and the Davis County Legislative Body regarding transportation projects in Davis County by funding specific transportation projects in Davis County from a sales and use tax imposed under Section 59-12-2217.
- 2. The City’s Duties, Obligations, Responsibilities, or Otherwise.**

- 2.1.** The City shall commence and complete all material aspects of the Project in a manner consistent with the Application on or before December 31, 2030.

INTERLOCAL COOPERATION TRANSPORTATION
PROJECT REIMBURSEMENT AGREEMENT

This Interlocal Cooperation Transportation Project Reimbursement Agreement (this “Agreement”) is between Davis County, a body corporate and politic and a legal subdivision of the State of Utah (the “County”), and Layton City a municipal corporation of the State of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” in this Agreement or may be solely referred to as a “Party” in this Agreement.

WHEREAS, the Parties are authorized to enter into in this Agreement, pursuant to Utah’s Interlocal Cooperation Act, which is codified at Title 11, Chapter 13 of the Utah Code (the “Act”); and

WHEREAS, Utah Code Section 59-12-2217 (“Section 59-12-2217”), which is titled County Option Sales and Use Tax for Transportation, provides, in part, an opportunity for a county council of governments to annually prioritize transportation projects to be funded by revenues generated from a sales and use tax imposed under Section 59-12-2217 as well as an opportunity for a county legislative body to annually approve transportation projects to be funded by revenues generated from a sales and use tax imposed under Section 59-12-2217; and

WHEREAS, the Davis County Council of Governments (“DCCOG”) is the county council of governments with the authority to work with the Davis County Legislative Body to prioritize and approve transportation projects within Davis County to be funded by revenues generated in Davis County from a sales and use tax imposed under Section 59-12-2217; and

WHEREAS, the County requested the cities located within Davis County, the Utah Department of Transportation (“UDOT”), and the Utah Transit Authority (“UTA”), on or about June 6, 2025, to submit applications for a limited portion of the sales and use tax generated in Davis County under Section 59-12-2217 to be used for qualifying transportation projects; and

WHEREAS, the City submitted a Davis County 3rd Quarter Funding Application, which is attached to this Agreement as Attachment 1 and is incorporated into this Agreement by this reference (the “Application”), to the County, on or before July 31, 2025, seeking funding for a portion of the sales and use tax generated in Davis County under Section 59-12-2217 for the Sugar Street Realignment Project (the “Project”) (A copy of the Project Cost Estimate (the “Cost Estimate”) is attached to this Agreement as Attachment 2 and incorporated into this Agreement by this reference); and

WHEREAS, the DCCOG presented a priority list of qualifying transportation projects to the Davis County Legislative Body for approval on or about October 15, 2025 (the “Priority List”); and

WHEREAS, the Davis County Legislative Body approved several projects on the Priority List, including the Project, on October 28, 2025; and

WHEREAS, the City desires to commence and complete the Project in a manner consistent with this Agreement; and

WHEREAS, the County desires to partially reimburse the City for the permitted or authorized costs, expenses, or otherwise incurred by the City in connection with the Project in a manner consistent with the terms and provisions of this Agreement.

The Parties therefore agree as follows:

1. Purpose. The purpose of this Agreement is to comply with the authority of, and direction provided by, the DCCOG and the Davis County Legislative Body regarding transportation projects in Davis County by funding specific transportation projects in Davis County from a sales and use tax imposed under Section 59-12-2217.

2. The City’s Duties, Obligations, Responsibilities, or Otherwise.

2.1. The City shall commence and complete all material aspects of the Project in a manner consistent with the Application on or before December 31, 2030.

- 2.2. The City shall be fully and solely responsible for all costs, expenses, or otherwise related to the Project.
- 2.3. The City shall be solely responsible for operating and maintaining the Project including, but not limited to, all costs, expenses, or otherwise related to the operation or maintenance of the Project.
- 2.4. The City shall ensure that the Project complies with the American Public Works Association (“APWA”) standards and all other federal, state, or local laws, regulations, rules, requirements, codes or otherwise that are applicable to the Project.

3. **The County’s Duties, Obligations, Responsibilities, or Otherwise.** The County shall reimburse the City in an amount up to 80% of the total permitted or authorized costs or expenses of the Project as identified in the Application not to exceed \$2,670,000.00, only upon all of the following being timely and completely satisfied by the City:
 - 3.1. The City commences and completes the full scope of the Project in a manner consistent with the Application on or before December 31, 2030; and
 - 3.2. The City notifies the County of its timely completion of the Project and provides the County with a detailed breakdown of all expenses, costs, or other approved match payments paid by the City in connection with the Project.
4. **Progress Payments Authorized.** The City may, no more frequently than quarterly, provide reimbursement requests to the County for authorized costs paid by the City for the Project. After confirming that the costs provided in a reimbursement request are authorized for reimbursement, the County shall reimburse the City in an amount equal to 90% of the authorized costs sought through a reimbursement request. The tender or receipt of progress payments under this section shall not relieve the City of its obligations under this Agreement. The County shall reimburse the City for the remaining 10% of the authorized costs sought through the City’s reimbursement requests in an amount up to 80% of the total authorized costs of the Project, not to exceed \$2,670,000.00, only if the City timely and completely satisfies its obligations under Sections 2 and 3 of this Agreement.
5. **Effective Date of this Agreement.** The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of the Act (the “Effective Date”).
6. **Term of Agreement.** The term of this Agreement shall begin upon the Effective Date of this Agreement. This Agreement will terminate upon the date that the Parties have satisfied each of their respective duties under this Agreement (the “Term”), subject to the termination and other provisions set forth in this Agreement.
7. **Termination of Agreement.** This Agreement may be terminated prior to the completion of the Term by any of the following actions:
 - 7.1. The mutual written agreement of the Parties;
 - 7.2. By either Party:
 - 7.2.1. After any material breach of this Agreement;
 - 7.2.2. Thirty calendar days after the non-breaching Party sends a demand to the breaching Party to cure such material breach, and the breaching Party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching Party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
 - 7.2.3. After the notice to terminate this Agreement, which the non-breaching Party shall provide to the breaching Party, is effective pursuant to the notice provisions of this Agreement; and
 - 7.3. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.
8. **Indemnification; Hold Harmless.** The City shall indemnify and hold harmless the County, and the County’s officials, employees, agents, and other representatives (collectively, the “Indemnified Party”), against any and

all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the Indemnified Party (collectively, "Losses"), and any cost or expense incurred by the Indemnified Party in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and Resolution Expenses together mean "Indemnifiable Losses") relating to this Agreement or the negligent, reckless, or willful acts or omissions of the City or the City's officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the Indemnified Party's material breach of this Agreement. The rights and obligations of the Parties set forth in this section will survive the termination of this Agreement.

9. Notices. All notices under this Agreement must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid, and addressed to the Parties at their respective addresses set forth below (or to such other address that may be designated by a Party in accordance with this section), and the same shall be effective upon receipt, if delivered personally, on the next business day, if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the Parties shall be:

<u>To the City:</u>	<u>To the County:</u>	<u>With a Copy to:</u>
Layton City Attn: Public Works Director 437 N Wasatch Dr Layton, UT 84041	Davis County Attn: CED Director P.O. Box 618 Farmington, UT 84025	Davis County Attn: Attorney's Office, Civil Division P.O. Box 618 Farmington, UT 84025

10. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for their own actions, activities, or business sponsored or conducted.

11. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Title 63G, Chapter 7 of the Utah Code (the "Immunity Act"), and nothing in this Agreement is intended to waive or modify any and all rights, defenses or provisions provided in the Immunity Act. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such Party and shall be deemed officers and employees of such Party under the provisions of the Immunity Act.

12. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review as to proper form and compliance with applicable law in accordance with applicable provisions of Section 11-13-202.5 of the Act. This Agreement shall be approved by the legislative body of each Party in accordance with Section 11-13-202.5 of the Act. This Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209 of the Act.

13. Interlocal Agreement Provisions. This Agreement does not create an interlocal entity. There is no separate legal entity created by this Agreement to carry out its provisions, and, to the extent that this Agreement requires administration other than as is set forth herein, it shall be administered by the governing bodies of the Parties acting as a joint board. There shall be no real or personal property acquired jointly by the Parties as a result of this Agreement. This Agreement does not relieve any Party of obligations or responsibilities imposed upon that Party by law.

14. Employees Performing Services under This Agreement. The Parties acknowledge and agree that the provisions of Section 11-13-222 of the Act apply to this Agreement.

15. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure

materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

- 16. Assignment Restricted.** This Agreement may only be assigned by a written instrument that is signed by authorized representatives of the Parties. Any purported assignment of this Agreement that is in violation of this section is void.
- 17. Waiver.** A right, remedy, power, privilege or otherwise under this Agreement is not waived by a Party unless such waiver is in writing and signed by an authorized representative of the Party granting the waiver.
- 18. Entire Agreement.** This Agreement, including all attachments, if any, and any other documents referenced in this Agreement or incorporated into this Agreement by this reference, constitutes the entire understanding between, and agreement of, the Parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this Agreement.
- 19. Inconsistencies.** The following order of precedence governs and controls any inconsistencies between this Agreement, any attachments to this Agreement, and any other documents referenced in this Agreement or incorporated into this Agreement by reference: 1) this Agreement; 2) any attachments to this Agreement; and 3) any other documents referenced in this Agreement or incorporated into this Agreement by reference.
- 20. Amendment.** This Agreement may only be amended by a written instrument that is signed by authorized representatives of the Parties. Any purported amendment of this Agreement that is in violation of this section is void.
- 21. Governing Law; Exclusive Jurisdiction.** This Agreement is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each Party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other Party, which arises from or relates in any way to this Agreement, in the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.
- 22. Severability.** If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Agreement is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Agreement that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.
- 23. Counterparts.** This Agreement may be signed in any number of counterparts, and, if such is the case, each counterpart that is signed and delivered, will be deemed an original and all such counterparts together will constitute one agreement.

[This space is left blank intentionally. The signature page follows.]

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

LAYTON CITY

Mayor

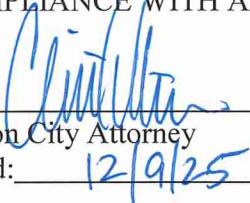
Dated: _____

ATTEST:

Layton City Recorder

Dated: _____

REVIEWED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:



Layton City Attorney

Dated: _____

12/9/25

DAVIS COUNTY

Chair, Davis County Board of Commissioners

Dated: _____

ATTEST:

Davis County Clerk

Dated: _____

REVIEWED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

Davis County Attorney's Office, Civil Division

Dated: _____

**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 5.E.

Subject:

Amend Transportation Impact Fees and Add Sewer Impact Fees Listed in Title 3, Chapter 3.15, Section 3.15.010 of the Layton Municipal Code – Consolidated Fee Schedule – Ordinance 25-27

Background:

The City has consolidated most fees and charges into one place within the Municipal Code which is adopted and amended by ordinance. Attached is a list of proposed changes to the Consolidated Fee Schedule to be effective January 5, 2026.

Alternatives:

Alternatives are to: 1) Adopt Ordinance 25-27 to amend the Consolidated Fee Schedule as proposed; 2) Adopt Ordinance 25-27 with modifications; or 3) Deny Ordinance 25-27 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Ordinance 25-27 to amend the Consolidated Fee Schedule.

ORDINANCE 25-27
(Amendment to Consolidated Fee Schedule)

**AMENDING TRANSPORTATION IMPACT FEES AND ADDING SEWER
IMPACT FEES LISTED IN TITLE 3, CHAPTER 3.15, SECTION 3.15.010 OF THE
LAYTON MUNICIPAL CODE, CONSOLIDATED FEE SCHEDULE.**

WHEREAS, Layton City charges various fees which are collected by different departments and divisions of the City; and

WHEREAS, these fees are collected to offset the expense of providing certain municipal services and to pay the cost of regulating certain businesses; and

WHEREAS, some additions and changes need to be made to the Consolidated Fee Schedule; and

WHEREAS, the City Council of Layton City desires to change the amount of some of the fees; and

WHEREAS, the City Council of Layton City finds that the fees set forth herein are reasonable, and should be adopted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF LAYTON, UTAH:

SECTION I: Enactment. Title 3, Chapter 3.15, Section 3.15.010 of the Layton Municipal Code is hereby amended as set forth in the Consolidated Fee Schedule of Layton City Corporation, as attached hereto and made a part of this ordinance as though set forth in full herein.

SECTION II: Severability. If any section, subsection, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this ordinance.

SECTION III: Effective Date. This Ordinance shall become effective the 5th day of January, 2026.

PASSED AND ADOPTED by the City Council of Layton, Utah, this 18th day of December, 2025.

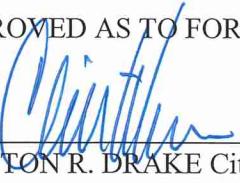
	AYE	NAY	ABSENT	ABSTAIN
Joy Petro	_____	_____	_____	_____
Zach Bloxham	_____	_____	_____	_____
Clint Morris	_____	_____	_____	_____
Tyson Roberts	_____	_____	_____	_____
Bettina Smith Edmondson	_____	_____	_____	_____
Dave Thomas	_____	_____	_____	_____

JOY PETRO, Mayor

ATTEST

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:



CLINTON R. DRAKE City Attorney



STEPHEN JACKSON, Department Director

LAYTON CITY

CONSOLIDATED FEE

SCHEDULE

Effective January~~July~~ 51, 20265

Consolidated Fee Schedule

Layton City Corporation

January 5, 2025

General:

Photocopies:	
black and white single sided 8 1/2" x 11"	\$.25 each
black and white double sided 8 1/2" x 11"	\$.40 each
black and white single sided 24" x 36"	\$2 each
color single sided 8 1/2" x 11"	\$.50 each
color double sided 8 1/2" x 11"	\$.80 each
color single sided 24" x 36"	\$3 each
Audio recordings (includes media)	\$30 each
Reports on CD's	\$10 each
Certification of copies	\$2 each
Research, compilation, editing, etc.:	
first 15 minutes	No charge
additional time (one hour minimum)	\$30 per hour
Maps:	
street, water, sewer, storm sewer (black & white)	\$2 each
zoning (black & white)	\$2 each
maps on disk	\$5 each
Other maps:	
A size 8 1/2 x 11 (color)	\$2.50 each
B size 11 x 17 (color)	\$5 each
C size 18 x 24 (color)	\$7.50 each
D size 24 x 36 (color)	\$15 each
E size 36 x 44 (color)	\$20 each
custom	\$3 per sq ft with \$5 minimum
Documents/ reports:	
zoning ordinance	\$15 each
zoning code chapters 5 and 6	\$1.50 each
specifications book	\$25 each
master plan text	\$15 each
blue print copies	\$.15 per sq ft
sepia print copies	\$.30 per sq ft
business license listing	\$10 each
financial report (one copy is free to a city resident upon request)	\$5 each
budget report (one copy is free to a city resident upon request)	\$5 each
Candidate filing fee for elective city office	\$25 each
Community Emergency Response Team (C.E.R.T.) Course	\$25 per person
Returned check fee	\$10 each
Credit card surcharge fee (excluding City sponsored youth activities)	2% on transactions over \$75
Dog license fees: Established by Davis County Animal Control	
Urban chicken permit fee	\$30 per location

General: (continued)

Passport processing fee	\$35
Passport photo fee	\$10
Passport expedited shipping fee	
Current US Postal Service Rate Schedule	
Fees associated with property sales for delinquent special improvement district taxes:	
cost of advertising sale	\$20 each
cost of sale expenses	\$5 each
certificate of sale	\$5 each
deed - first description of property	\$10 each
deed - additional descriptions of property	\$5 each

Police:

Utah State criminal history check	\$15	each
Annual sex offender registry fee		\$25
Traffic School		\$50 each
Finger printing service	per person, up to 3 cards	\$20 each
	each additional card	\$5 each
Incident reports:		\$10 each

Photographs, audio, or video recordings	\$30 (includes first hour of preparation and redaction time)
	\$15 each additional hour of preparation and redaction time

Event security uniformed officer	\$85 per hour/two hour minimum per officer
Event administrative fee	\$20

Emergency dispatch system (E911) fee (collected by the telephone company)	land lines	\$.61 per line per month
	wireless	\$.61 per wireless access device per month

Vehicle Restoration Permit		\$10
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Weed mowing charges:		
for 1/2 acre or smaller		\$100
more than 1/2 acre, but not more than 3/4 acre		\$120
more than 3/4 acre, but not more than 1 acre		\$140
more than 1 acre, but not more than 2 acres		\$180
more than 2 acres, but not more than 3 acres		\$220
more than 3 acres, but not more than 4 acres		\$260
more than 4 acres, but not more than 5 acres		\$300
more than 5 acres, but not more than 6 acres		\$340
more than 6 acres, but not more than 7 acres		\$380
more than 7 acres, but not more than 8 acres		\$420
more than 8 acres, but not more than 9 acres		\$460
more than 9 acres, but not more than 10 acres		\$500
more than 10 acres		bid price

Additionally, an administration fee of \$120 will be charged for each time the City contracts mowing of a parcel of property.

Burglar/intrusion alarms:		
Responsible party non-response fee		\$25
False alarm fees:		
3rd false alarm per quarter		\$50
4th false alarm per quarter		\$75
5th false alarm per quarter		\$100

Fire:

Fire investigation report	\$25 each
Incident reports:	\$10
Fireworks sales permit (note: a business license is also required)	\$500 non-refundable per location plus; \$500 refundable deposit
Ambulance and paramedic fees as currently established by the Bureau of Emergency Medical Services	
Fire standby services for special events:	
One certified emergency medical technician with basic first aid equipment/fire watch services with basic fire suppression equipment	\$85 per hour 2 hour minimum
Equipped ambulance with two-person certified medical team	\$200 per hour 2 hour minimum
Equipped fire engine with three-person engine company	\$325 per hour 2 hour minimum
Event administration fee	\$20 per hour
Automatic fire extinguishing system fee schedule and plan review fee:	
Original/initial submittal for new installations:	
All buildings except single family, two family and manufactured homes:	
0 - 3,000 sq. ft.	\$250 per plan
3,001 - 10,000 sq. ft.	\$350 per plan
10,001 sq. ft. and greater	\$350, plus \$.005 per sq. ft. over 10,000
Single family, two family and manufactured homes:	
0 - 3,000 sq. ft.	\$175 per plan
3,001 - 7,000 sq. ft.	\$225 per plan
7,001 sq. ft. and greater	\$225, plus \$.005 per sq. ft. over 7,000
Original/initial submittal for existing system remodels:	
All buildings except single family, two family and manufactured homes:	
0 - 3,000 sq. ft.	\$100 per plan
3,001 - 10,000 sq. ft.	\$150 per plan
10,001 sq. ft. and greater	\$150, plus \$.005 per sq. ft. over 10,000
minor relocation of 10 sprinkler heads or less	\$50 per plan
Single family, two family and manufactured homes:	
0 - 3,000 sq. ft.	\$100 per plan
3,001 - 7,000 sq. ft.	\$150 per plan
7,001 sq. ft. and greater	\$150, plus \$.005 per sq. ft. over 7,000
minor relocation of 10 sprinkler heads or less	\$50 per plan
Re-review of corrected or rejected plans: 3,000 sq. ft. and greater	\$175 per plan
All buildings except single family, two family and manufactured homes:	
0 - 3,000 sq. ft.	\$125 per re-review
3,001 - 10,000 sq. ft.	\$175 per re-review
10,001 sq. ft. and greater	\$175, plus \$.005 per sq. ft. over 10,000 per re-review
Single family, two family and manufactured homes: 0 - 3,000 sq. ft.	\$100 per re-review
3,001 - 7,000 sq. ft.	\$150 per re-review
7,001 sq. ft. and greater	\$150, plus \$.005 per sq. ft. over 7,000
Wildland Urban Interface Severity Assessments	
Per lot in approved parcel or subdivision	\$75 per lot
Fire Review fee – Unincorporated County – (Site, Building, Business)	
Small Site, Building, Business (less than 5,000 square feet)	\$50 each
Medium Site, Building, Business (5,001 – 10,000 square feet)	\$100 each
Large Site, Building, Business (10,001 square feet or greater)	\$150 each

Fire: (continued)

Fire alarm system:		
original/initial review fee		\$300 per plan
re-review of corrected/rejected plans		\$200 per plan
Alarms – Responsible party non-response fee:		
Residential		\$25
Commercial/Non-residential		\$100
False alarm fees:		
Residential:		
3rd false alarm per quarter		\$50
4th false alarm per quarter		\$75
5th false alarm per quarter		\$100
False alarm fees: (continued)		
Commercial/Non-residential:		
3rd false alarm per quarter		\$250
4th False alarm per quarter		\$350
5th false alarm per quarter		\$450
Additional false alarm per quarter		Incremental by \$100 for each additional alarm
Fire Inspection Fee (Unincorporated County – Building, Business)		\$50 each inspection
Additional Fire Inspection Fee (Unincorporated County – Building, Business)		\$100 each inspection
Fire Re-inspection Fee:		
Additional re-inspection of a single business/building		\$100
Fire training tower rental fees:		
Training without "Live Fire" (includes one instructor from Layton City Fire Department, use of the tower and theater smoke machine, and generator use)		\$85 per hour 2 hour minimum
Training with "Live Fire" (includes use of burn rooms, use of theater smoke and smoke machine, and use of generator)		
Requires a minimum of three "Live Fire" instructors from Layton City Fire Department		
Pallets and burn materials will be provided by the department using the facility		\$1,200 per 4 hour session
Explosive Permits:		
Fireworks (Outdoor Public Display – Permit application review – Site Inspection – Permit – single event)		\$500
Pyrotechnics & Flame Effects (Indoor Public Display – Permit application review – Site Inspection – Permit – single event)		\$125
Blasting (Application review – Site Inspection – Permit – 60 days)		\$150
Firefighter Air Replenishment Systems (FARS) Residential/Commercial Developments		
FARS (Plan Review Fee)		\$200
Specialized System Inspection Fee		\$125 per hour
Additional Inspections as required		\$125 per hour
Quarterly – System Air Quality sample testing		\$325 per sample
Fire Protection Systems:		
Type I Hood Suppression System (Plan Review – Acceptance Inspection)		\$100
Clean Agent Suppression System (Plan Review – Acceptance Inspection)		\$100
Tents & Canopies		
Temporary Membrane Structure, Tents or Canopies (Equal to 400 sq. ft or greater – 60 days – Special Event – City Property		\$165
Emergency Responder Communication Coverage System (BDA, DAS)		
Plan review		\$100
Final Inspection		\$100
Re-Inspection		\$100

Refundable cleaning deposit	\$100
Additional charges:	
Medium Sound Package	\$50 per day
Large Sound Package	\$100 per day
Wireless microphones (per performance)	\$20 first performance; \$10 additional performance
Spotlight (Technician not included)	\$25 per performance
Grand piano (check made payable to Davis Arts Council)	\$ 50 per performance
Light Technician (move and set lights)	\$50 per hour
Additional City Staff	\$ 50 per hour
Additional Set-up Time	\$25 per hour

Public Works:

Streets & public property:

Sidewalk and Driveway Approach Replacement		
Inspection fee		\$45 each
Curb and Gutter/Sidewalk bond (Refundable)		\$20 per lineal foot
Handicap ramp bond (Refundable)		\$1,000
Driveway Approach bond (Refundable)		
10-12 feet wide		\$300
13-20 feet wide		\$400
21-28 feet wide		\$500
29-40 feet wide		\$800
(No bonding fees for boring under sidewalk or drive approaches)		
Street cutting permit fees (Double winter rate fees apply between October 15 and April 15)		
Inspection fee		\$45
Trench maintenance fee:		
Perpendicular cuts (across road):		
Less than center line		\$250
Centerline and beyond		\$500
Parallel cuts:		
One side of road		\$10 per lineal foot
Center and beyond		\$20 per lineal foot
Bond (refundable):		
Perpendicular cuts:		
Less than 1/2 of road		\$500
More than 1/2 of road		\$1,000
Parallel cuts:		
One side of road		\$500 + \$20 per lineal foot over 50 feet
Center of road		\$1,000 + \$20 per lineal foot over 50 feet (\$20,000 maximum)
Large utility companies or projects	\$50,000 unlimited revolving surety bond (renewed yearly/will cover all work within year)	
Qwest to pay percentage of fee related to profitable service. Percentage to be determined by City Attorney.		
Street cuts or potholing less than 1 square foot	will not be charged a trench maintenance fee or bond.	
Bore pits:		
1 square foot or greater:		
Trench maintenance fee		\$2.50 per square foot
Bond (refundable)		\$150 per pit
No trench maintenance fee or bond for bore pits off the asphalt.		

All road closures must be approved by the City Engineer. If approved, a fee of up to \$500 per day may be assessed, as determined by the City Engineer.

Notice! Cutting into roads less than 3 years old is prohibited. If cutting into such a road is unavoidable, a quadruple, non refundable rate may apply as directed by the City Engineer.

Water & water service:(Effective July 1, 2022)

Residential base user fee – users with access to secondary (single, multiple & mobile homes):		
0 – 6,000 gallons with meter size of 5/8"		\$23.90 per month plus excess charge
0 – 6,000 gallons with meter size of 3/4"		\$23.90 per month plus excess charge
0 – 6,000 gallons with meter size of 1"		\$25.10 per month plus excess charge
0 – 6,000 gallons with meter size of 1 1/2"		\$29.90 per month plus excess charge
0 – 6,000 gallons with meter size of 2"		\$47.90 per month plus excess charge
0 – 6,000 gallons with meter size of 3"		\$89.90 per month plus excess charge
0 – 6,000 gallons with meter size of 4"		\$149.60 per month plus excess charge
0 – 6,000 gallons with meter size of 6"		\$299.20 per month plus excess charge
0 – 6,000 gallons with meter size of 8"		\$478.80 per month plus excess charge

Public Works: (continued)

Water & water service: (continued)

Excess charge for users with access to secondary water:

Between 7,000 and 14,000	\$2.13 per 1,000 gallons or fraction thereof
15,000 and Over	\$4.32 per 1,000 gallons or fraction thereof

Residential base user fee – users without access to secondary (single, multiple & mobile homes):

0 – 10,000 gallons with meter size of 5/8"	\$23.90 per month plus excess charge
0 – 10,000 gallons with meter size of 3/4"	\$23.90 per month plus excess charge
0 – 10,000 gallons with meter size of 1"	\$25.10 per month plus excess charge
0 – 10,000 gallons with meter size of 1 1/2"	\$29.90 per month plus excess charge
0 – 10,000 gallons with meter size of 2"	\$47.90 per month plus excess charge
0 – 10,000 gallons with meter size of 3"	\$89.90 per month plus excess charge
0 – 10,000 gallons with meter size of 4"	\$149.60 per month plus excess charge
0 – 10,000 gallons with meter size of 6"	\$299.20 per month plus excess charge
0 – 10,000 gallons with meter size of 8"	\$478.80 per month plus excess charge

Excess charge for users without access to secondary:

Between 11,000 and 25,000	\$2.13 per 1,000 gallons or fraction thereof
26,000 to 45,000	\$2.66 per 1,000 gallons or fraction thereof
46,000 to 79,000	\$3.88 per 1,000 gallons or fraction thereof
80,000 and Over	\$4.32 per 1,000 gallons or fraction thereof

Commercial, Schools and Churches user fee (includes hotels & motels):

0 – 6,000 gallons with meter size of 5/8"	\$23.90 per month plus excess charge
0 – 6,000 gallons with meter size of 3/4"	\$23.90 per month plus excess charge
0 – 6,000 gallons with meter size of 1"	\$25.10 per month plus excess charge
0 – 6,000 gallons with meter size of 1 1/2"	\$29.90 per month plus excess charge
0 – 6,000 gallons with meter size of 2"	\$47.90 per month plus excess charge
0 – 6,000 gallons with meter size of 3"	\$89.90 per month plus excess charge
0 – 6,000 gallons with meter size of 4"	\$149.60 per month plus excess charge
0 – 6,000 gallons with meter size of 6"	\$299.20 per month plus excess charge
0 – 6,000 gallons with meter size of 8"	\$478.80 per month plus excess charge

Commercial excess charge on gallons over 6,000;

Schools and Churches excess charge on gallons over 6,000;

\$2.36 per 1,000 gallons or fraction thereof

\$2.62 per 1,000 gallons or fraction thereof

Water service to customers outside the boundaries of the City will be charged double.

Fire line usage fee

\$1 per month per diameter inch in line size

Hydrant use fee

\$5.00 per 1,000 gallons or part thereof

Water fill station deposit

\$50 per account, to be applied to account

Water fill station fee

\$5.00 per 1,000 gallons or part thereof

Water service surety deposit:

residential (average 2 highest months billing in last 12 months)

\$150

residential-tenant deposit (may be required in-lieu of owner's financial guarantee)

commercial, industrial or multiple family (average 2 highest months bill in last 12 months, or per projection by finance director)

\$5 per delinquency

late payment penalty on delinquent accounts

Post-bankruptcy connection (non-refundable until service is discontinued)

\$150

New account fee

\$50

Turn on / shut off fee to discontinue or re-establish service

\$25

Turn on fee for vacant home inspections

\$25 each

Turn on fee (charge to re-establish service when service is turned off for delinquency):

Each occurrence

\$50

Backflow device fees:

Commercial devices

provided and installed by owner or business

Residential devices for 5/8", 3/4", or 1"

\$30 each

Service fee (commercial and residential)

\$.35 per month per connection

Connection fees (water lines):

Public Works: (continued)

Water & water service: (continued)

Main line cost recouping fee (based on property frontage)	\$22.50 per foot
West Layton area maximum for first connection only	\$1,700
Tapping fees:	
3/4" line	\$882 each
1" line	\$935 each
Service line extensions in excess of 32 feet:	
3/4" copper line	\$5.75 per lineal foot
1" copper line	\$6.25 per lineal foot

Tapping and service line extensions for lines larger than 1 inch shall be done and paid for by the owner or developer.

Meter fees:(Effective July 1, 2024)

5/8"	\$426 each
1"	\$548 each
1 1/2"	\$1,952 each
2"	\$2,033 each
3"	\$2,382 each
4"	\$3,385 each
6"	\$5,021 each
8"	\$5,911 each

Construction water \$20

Fire line connection fee \$50 per diameter inch of line size

Water exaction fee in lieu of water shares:

Residential	\$ 4,345 per acre-foot
Commercial:	
5/8" meter	\$ 4,345 each
5/8" X 3/4" meter	\$ 4,345 each
3/4" meter	\$ 6,517.50 each
1" meter	\$ 8,690 each
1-1/2" meter	\$ 17,380 each
2" meter	\$ 52,140 each
3" meter	\$ 86,900 each
4" meter	\$ 139,040 each
6" meter	\$ 312,840 each

Secondary water service:

Secondary water user fee:	Up to 1/3 acre	\$20.83 per month
	Each additional 1/3 acre	\$ 4.17 per month
Secondary shares fee	Up to 1/3 share	\$20.83 per month
	Each additional 1/3 share	\$ 4.17 per month
Secondary agriculture user fee:	Up to 1 acre or share	\$20.83 per month
	Each additional 1/3 acre or 1/3 share	\$ 2.50 per month
	(Agricultural users on the pressurized system are identified as properties Larger than 2 acres without turf grass landscaping)	
Secondary reconnection fee:		\$500 each
Secondary water meter fees as indicated above		

Public Works: (continued)

Sanitary sewer service:

Residential user fee:	single family unit	\$37.00 per month
	multiple family units, 1st unit	\$37.00 per month
	plus each additional unit	\$37.00 per month
Trailer courts	1st unit	\$37.00 per month
	plus each additional unit	\$37.00 per month
Churches, schools, commercial, hotels, motels and similar		\$37.00 per month
plus, for the months of October thru April -		
	\$2.68 per 1,000 gallons, or fraction thereof for water consumed in that month over 5,000 gallons, or	
plus, for the months of May thru September -		
	\$2.68 per 1,000 gallons or fraction thereof for water consumed in the previous April over 5,000 gallons.	
Connections approved and made to another city's line will be charged that city's fee and remitted according to the interlocal agreement.		
Sanitary sewer service to customers outside the boundaries of the City will be charged double.		
Connection fees (based on property frontage)		\$18.00 per foot
Connection inspection fee		\$30 per inspection
Connection fees on payback agreements as per agreed in payback agreement with developer		

Refuse service:

Residential Automated Collection		
per household with up to one container		\$ 13.65 per month
additional container		\$ 10.95 per month each
Recycling can – collected every other week		\$ 7.50 per month

Storm sewer fees:

Single family residential	\$ 7.60 per month
PRUD R-2 zone	\$ 63.60 per acre per month
Multi-family and PRUD R-M zone	\$ 74.20 per acre per month
Multi-family R-2 zone	\$ 63.60 per acre per month
Mobile home park	\$ 74.20 per acre per month
Park and open space, both public and private	\$ 21.20 per acre per month
School	\$ 42.40 per acre per month
Church	\$ 74.20 per acre per month
Hospital	\$ 95.40 per acre per month
Commercial	\$ 95.40 per acre per month
P-B, all C-P and C-H zones	\$ 95.40 per acre per month
B-RP zone	\$ 79.50 per acre per month
Manufacturing – M-1 and M-2 zones	\$ 95.40 per acre per month

Public Works: (continued)

Street Lighting System Fees:

Residential Fee:

Single family unit	\$ 4 per month
Multi-family unit	\$ 2 per month per unit

Commercial Fee (hotel, motel, church, school or similar)

\$ 4 per month per equivalent residential unit

Fixture fees:

For street rights of way 66 feet and wider:

Tear drop pole and fixture (SL-01)	\$6,500 each
Single light fluted pole and fixture (SL-04)	\$3,225 each
Double light fluted pole and fixture (SL-03)	\$6,475 each

For street rights of way less than 66 feet:

Street light fixture (SL-02)	\$2,825 each
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Street light installation fees: (Installation by City contractor)

Install Layton City provided SL-02 street light pole & fixture	\$1,980 each
Install Layton City provided SL-04 street light pole & fixture	\$1,980 each
Install Layton City provided SL-01 street light pole & fixture	\$3,520 each
Install Layton City provided SL-03 street light pole & fixture	\$2,915 each
Furnish and install 1 1/2" schedule 40 PVC conduit and #4 AL URD cable	\$24 per LF
Furnish and install splice box	\$1,075 each
Furnish and install stainless steel meter housing	\$4,400 each
Furnish and install 1 1/2" schedule 40 PVC conduit and #4 AL URD cable by bore	\$40 per LF
Mobilization	\$1,225 Lump Sum
Power Connection	\$180 Minimum or \$80 per light

Community Development:

Business license fees:

Residential Solicitation (Door to Door Sales):

Fee for each Solicitor	\$35
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Home Occupation:

low impact base fee (no offsite impact)	\$0
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high impact base fee (offsite impact) – defined as occupations in which clients come to the place of business to receive a service or the business has outdoor storage of vehicles, parking concerns, potential for noise, odors, hazards, etc., including but not limited to: Daycares, Preschools, Educational Services, Salons – hair, nail, waxing, massage, etc., Dance Studios, Photography Studios, Law Offices, Consultants, Personal Trainers, Therapy Offices, Lessons – swim, piano, tumbling, dance, voice, etc., Landscaping/Yard Care, and Construction – unless a home office.	\$40
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high impact inspection fee	\$50
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Apartments:

base fee	\$40
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additional service fee	\$3 per unit
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inspection fee	\$50
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Small Commercial (under 10,000 square feet including outdoor sales area):

base fee	\$120
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additional for:	
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beer or liquor permit	\$300
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tobacco sales	\$50
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inspection fee	\$50
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Medium Commercial (10,000 to 40,000 square feet including outdoor sales area):

base fee	\$120
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additional for:	
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police services	\$50
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beer or liquor permit	\$300
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tobacco sales	\$50
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inspection fee	\$50
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Large Commercial (over 40,000 square feet including outdoor sales area):

base fee	\$120
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additional for:	
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police services	\$100
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beer or liquor permit	\$300
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tobacco sales	\$50
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inspection fee	\$50
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Bar/Tavern/Private Club:

base fee	\$120
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additional for:	
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police/enforcement services	\$200
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beer or liquor permit	\$450
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inspection fee	\$50
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Manufacturing/Warehousing:

base fee	\$120
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additional for:	
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police services	\$50
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inspection fee	\$50
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Community Development: (continued)

Business license fees: (continued)

Single Event/Off-Site Sales:		
base fee		\$120
additional for:		
enforcement services		\$80
beer or liquor permit		\$150
vendor fee		\$10 per vendor
inspection fee		\$50
Kiosks		
base fee		\$40
inspection fee		\$50
Seasonal Outdoor Vendor:		
base fee		\$40
inspection fee		\$50
Snow Shack:		
base fee		\$40
inspection fee		\$50
Street Vendor:		
base fee		\$40
inspection fee		\$50
Mobile Food Vendor - Primary License		
base fee		\$70
inspection fee		\$50
Mobile Food Vendor – Secondary License:		
base fee		\$35
Tent Vendor:		
auto glass repair:		
base fee		\$40
inspection fee		\$50
produce stand:		
base fee		\$40
inspection fee		\$50
Other Tent Vending:		
base fee		\$40
inspection fee		\$50
Sexually Oriented Business:		
base fee		\$240
additional for:		
police/enforcement services		\$250
inspection fee		\$50
Mobile Home Parks:		
base fee		\$2 per pad
inspection fee		\$50
Distressed Goods Sales:		
thirty (30) day license fee for each separate sale		\$25 plus \$2 for each \$1,000 of sale inventory
thirty (30) day renewal fee		\$50 per renewal
inspection fee		\$50

Junk Dealer:		
base fee		\$100
inspection fee		\$50
Second Hand Dealer:		
base fee		\$100
inspection fee		\$50
Pawn Dealer:		
base fee		\$100
inspection fee		\$50
Swap Meet Organizer: (requires \$1,000 performance bond in addition to license)		
base fee		\$150
inspection fee		\$50
Swap Meet Seller:		
base fee	\$1 each per day	
inspection fee		\$50
Duplicate Business License		\$10 each
Late payment fee:		
if license is paid 16 to 45 days beyond renewal due date		\$40
if license is paid 46 or more days beyond renewal due date		\$65

Planning & zoning fees:

Site plan review:		
base fee	\$250 each plan	
plus acreage fee 0 to 5 acres	\$25 per acre	
plus acreage fee 5.01 to 10 acres	\$10 per acre	
plus acreage fee 10.01 and above	\$2 per acre	
maximum site plan review fee	\$500 each	
Site plan re-submittal review fee: (required each time after 2nd submittal)		
base fee	\$100 each	
Revised site plan and amendment waiver requests		\$100 each
Recording fees		cost charged by County Recorder
Site plan review for kiosks, mobile stores & recycling operations		\$50 each
Conditional use permit		site plan fee plus \$100 each
amendments to conditional use permit		\$100 each
Exception: aid dog applications are exempt from the permit fee		

Public & Private Subdivision review:

Preliminary or conceptual:		
base fee	\$100 each submittal	
plus lot fee	\$25 per lot	
Final review:		
base fee	\$250 each submittal	
plus lot fee	\$60 per lot	
Preliminary re-submittal review fee: (required each time after 2nd submittal)		
base fee	\$50 each submittal	
plus lot fee	\$15 per lot	

Community Development: (continued)

Planning & zoning fees: (continued)

Final re-submittal review fee: (required each time after 2nd submittal)		
base fee	\$50 each submittal	
plus lot fee	\$15 per lot	
Revised preliminary or conceptual:		
base fee	\$50 each submittal	
plus lot fee	\$15 per lot	
Final revised review:		
base fee	\$100 each submittal	
plus lot fee	\$25 per lot	
Amendments after recording:		
base fee	\$100 each submittal	
plus lot fee	\$20 per lot	
PRUD review:		
Conceptual or rezone:	base fee	\$300 each submittal
	plus lot fee	\$15 per lot/bldg
Preliminary base fee		\$50 each submittal
plus lot fee	\$10 per lot/bldg	
Final review:	base fee	\$250 each submittal
	plus lot fee	\$50 per lot/bldg
Preliminary re-submittal review fee: (required each time after 2nd submittal)		
base fee	\$100 each submittal	
plus	\$25 per lot/bldg	
Final re-submittal review fee: (required each time after 2nd submittal)		
base fee	\$100 each submittal	
plus	\$25 per lot/bldg	
Revised plan (any stage):	base fee	\$100 each submittal
	plus lot fee	\$25 per lot/bldg
Zoning ordinance amendment (including rezones):	map	\$200 each
	text	\$200 each
Master plan amendment		\$200 each
Annexation or boundary adjustment request:		\$700
Street vacation, street name change, or street dedication		\$250 each
Fee for extra Planning Commission meetings requested by developers		\$125 per meeting
Board of Adjustments appeal filing fee		\$250 each
Land Use Appeal Authority (Hearing Officer)		\$300.00 application fee - \$1,000.00 maximum (cap)
Note: Application fee applies to the first two (2) hours of review by Hearing Officer, subsequent review time subject to Hearing Officer's hourly rate, not to exceed a total of \$1,000, Appellant is responsible for payment of costs over initial (2) hours.		
Completion of on-site/off-site improvements bond		\$1,000 minimum
Residential remodel or addition bond		\$200 minimum
Residential/single family storm water pollution prevention bond		\$500 minimum
Commercial/Industrial/Residential multi-family storm water pollution prevention bond	\$1,000 minimum +\$250 per each additional acre	
Commercial completion bond		125% of landscaping costs

Community Development: (continued)

Building permit fees:

General:

Building valuation:		
from \$1 to \$500		\$23.50
from \$501 to \$2,000		\$23.50 plus \$3.05 each additional \$100 or fraction thereof
from \$2,001 to \$25,000		\$69.25 plus \$14.00 each additional \$1,000 or fraction thereof
from \$25,001 to \$50,000		\$391.75 plus \$10.10 each additional \$1,000 or fraction thereof
from \$50,001 to \$100,000		\$643.75 plus \$7.00 each additional \$1,000 or fraction thereof
from \$100,001 to \$500,000		\$993.75 plus \$5.60 each additional \$1,000 or fraction thereof
from \$501,000 to \$1,000,000		\$3,233.75 plus \$4.75 each additional \$1,000 or fraction thereof
from \$1,000,000 up		\$5,608.75 plus \$3.65 each additional \$1,000 or fraction thereof

Pool Bond (Refundable) \$750

Landscape sprinkling system \$30 each

Mobile homes \$100 each

Plan check fee:

- Commercial 65% of the building permit fee
- Residential and pools 40% of the building permit fee

Permit inspection fees:

outside normal business hours	\$50
re-inspection	\$50
inspections for which no fee is specifically indicated	\$50
additional plan review required by revisions	\$50

Home daycare or pre-school plan check and inspection fee \$25 each

Duplicate Certificate of Occupancy Permit \$10

Moving a building bond:

minimum bond	\$5,000
maximum bond	\$10,000

Subdivision street sign fees (materials and installation) \$315 each

Regulatory signs in subdivisions (materials and installation) \$375 each

Sign permit fees:

General:

Sign valuation:		
from \$1 to \$500		\$23.50*
from \$501 to \$2,000		\$23.50 plus \$3.05 each additional \$100 or fraction thereof
from \$2,001 to \$25,000		\$69.25 plus \$14.00 each additional \$1,000 or fraction thereof
from \$25,001 to \$50,000		\$391.75 plus \$10.10 each additional \$1,000 or fraction thereof
from \$50,001 to \$100,000		\$643.75 plus \$7.00 each additional \$1,000 or fraction thereof
from \$100,001 to \$500,000		\$993.75 plus \$5.60 each additional \$1,000 or fraction thereof
from \$501,000 to \$1,000,000		\$3,233.75 plus \$4.75 each additional \$1,000 or fraction thereof
from \$1,000,000 up		\$5,608.75 plus \$3.65 each additional \$1,000 or fraction thereof

*Minimum sign fee is based on inspection fees plus 20% plan check fee.

Temporary sign:

30 day	\$30
1 year	\$100

Community Development: (continued)

Building permit fees: (continued)

Sign permit fees: (continued)

Sign reclaiming fee: Temporary signs which are confiscated for code violations may be reclaimed by paying:	
first offense	\$0
second offense	\$30
third offense	\$60
fourth offense – no reclaiming any signs	

Plan check fee:	
Signs	20% of building permit fee

Development impact fees:

Park impact fee:

Residential:	
single family structure	\$1,873 each
multiple family structure	\$1,381 per unit
mobile home	\$1,369 per pad

Water impact fee:

Single Family Residential Lot Size	Fee
<1/4 acre	\$2,041.00
0.25 to 0.49 acre	\$3,338.00
0.5 to 0.74 acre	\$5,410.00
0.75 to 0.99 acre	\$6,492.00
>1.0 acre	\$6,925.00

Multi-family/Non Residential Meter Size water impact fee

5/8" meter	\$2,184.00 each
3/4" meter	\$2,184.00 each
1" meter	\$3,680.00 each
1.5" meter	\$7,505.00 each
2" meter	\$12,332.00 each
3" meter	\$26,396.00 each
4" meter	\$44,240.00 each
6" meter	\$105,112.00 each
8" meter	\$200,184.00 each
Outdoor Water	\$275.00 per 1,000 sqft of irrigable land

Sanitary Sewer impact fee: Effective February 23, 2026

Residential Unit Type:

Single-Family	\$386.81 per unit
Townhouse	\$348.13 per unit
Multi-Family	\$293.98 per unit
TOD Residential	\$235.95 per unit

Nonresidential:

5/8" meter	\$386.81 each
3/4" meter	\$580.22 each
1" meter	\$967.03 each
1.5" meter	\$1,934.05 each
2" meter	\$3,094.48 each
3" meter	\$6,188.97 each
4" meter	\$14,505.39 each
6" meter	\$30,944.83 each
8" meter	\$54,153.46 each

Community Development: (continued)

Development Impact fees: (continued)

Non-Standard Demand Adjustments

Maximum Flow Rate ÷ 20 X 5/8" meter cost

Storm sewer impact fee:

Agriculture and open space	\$3,508.25 per Acre
Residential:	
Zoned R-1-6, includes multiple family up to 5 units per acre	\$4,549.24 per Acre
Zoned R-1-8	\$4,465.96 per Acre
Zoned R-1-10	\$4,341.04 per Acre
Zoned R-S	\$4,132.84 per Acre
Multiple family, more than 5 units per acre and less than 10 units per acre	\$5,173.84 per Acre
Multiple family, more than 10 units per acre	\$5,382.04 per Acre
Mobile homes	\$5,590.24 per Acre
Non-Residential:	
Zoned CP, CH, P-B	\$6,423.03 per Acre
Zoned B-RP	\$5,798.44 per Acre
Zoned M-1, M-2	\$6,423.03 per Acre
Schools	\$4,341.04 per Acre
Churches	\$5,590.24 per Acre
Hospitals	\$6,423.03 per Acre

Transportation impact fee:

Residential dwelling units:	
single family detached	\$2,207.00 per unit
condo/townhome	\$1,148.06 per unit
high rise apartment (4 or more floors)	\$883.12 per unit
low rise apartment (3 or less floors)	\$1,368.84 per unit
mobile home	\$1,324.68 per unit
Commercial/Retail:	
convenience store	\$10,045.49 per 1,000 sq. ft.
car wash	\$1,590.06 per stall
service station	\$4,000.98 per pump
fast food	\$9,914.77 per 1,000 sq. ft.
restaurant	8,306.85 per 1,000 sq. ft.
supermarket	\$3,976.69 per 1,000 sq. ft.
bank/credit union	\$10,729.91 per 1,000 sq. ft.
retail/shopping center	\$4,668.83 per 1,000 sq. ft.
home improvement	\$4,372.55 per 1,000 sq. ft.
pharmacy/drug store	\$6,563.79 per 1,000 sq. ft.
health/fitness club	\$1,987.02 per 1,000 sq. ft.
specialty retail	\$2,914.30 per 1,000 sq. ft.
vehicle dealership	\$2,207.80 per 1,000 sq. ft.
Office:	
office building	\$3,289.62 per 1,000 sq. ft.
business park/office park/research & development	\$2,848.06 per 1,000 sq. ft.
medical/clinic/doctor/dentist office	\$7,881.85 per 1,000 sq. ft.
Institutional:	
elderly care/assisted living	\$331.17 per unit
hospital	\$2,053.25 per 1,000 sq. ft.
church	\$883.12 per 1,000 sq. ft.
junior/community college	\$2,207.80 per 1,000 sq. ft.
elementary school (public)/pre-kindergarten/day care	\$2,671.44 per 1,000 sq. ft.
jr. high school (public)	\$2,627.28 per 1,000 sq. ft.
Industrial:	
light industry	\$2,649.36 per 1,000 sq. ft.

heavy industry	\$1,655.85 per 1,000 sq. ft.
warehouse	\$706.50 per 1,000 sq. ft.
self storage facilities	\$574.03 per 1,000 sq. ft.
Port and terminal:	
airport, heliport	\$2,590.13 per employee
Industrial:	
light industry	\$844.31 per 1,000 sq. ft.
manufacturing	\$823.50 per 1,000 sq. ft.
warehouse	\$296.46 per 1,000 sq. ft.
mini-warehouse	\$3,113.71 per storage units (100's)
Residential:	
single-family detached	\$1,634.87 per unit
single-family attached	\$1,248.26 per unit
low rise multifamily housing (3 or less floors)	\$1,168.51 per unit
mid rise multifamily (4 or more floors)	\$787.10 per unit
low rise residential with ground floor commercial	\$596.39 per unit
mobile home	\$1,234.39 per unit
assisted living	\$726.42 per 1,000 sq. ft.
Lodging:	
hotel	\$1,385.22 per room
Recreational:	
health/fitness club	\$679.61 per 1,000 sq. ft.
Institutional:	
elementary school	\$393.55 per student
middle school/junior high school	\$364.07 per student
college	\$270.46 per student
church	\$1,317.60 per 1,000 sq. ft.
Medical:	
hospital	\$1,867.18 per 1,000 sq. ft.
animal hospital/veterinary clinic	\$3,727.43 per 1,000 sq. ft.
Office:	
general office building	\$1,879.32 per 1,000 sq. ft.
medical-dental office building	\$6,241.29 per 1,000 sq. ft.
research and development center	\$1,920.93 per 1,000 sq. ft.

Community Development: (continued)

Development Impact fees: (continued)

Retail:

building material and lumber store	\$2,955.94 per 1,000 sq. ft.
specialty retail/shopping center	\$4,555.64 per 1,000 sq. ft.
vehicle dealership	\$4,826.59 per 1,000 sq. ft.
supermarket	\$12,364.40 per 1,000 sq. ft.
home improvement store	\$5,329.36 per 1,000 sq. ft.
department store	\$3,966.68 per 1,000 sq. ft.
pharmacy/drugstore	\$18,793.20 per 1,000 sq. ft.

Services:

bank	\$11,308.43 per 1,000 sq. ft.
high-turnover restaurant	\$10,593.54 per 1,000 sq. ft.
fast-food restaurant	\$36,470.95 per 1,000 sq. ft.
gasoline station	\$12,823.12 per vehicle fueling station
car wash	\$13,436.10 per wash stall

Public safety impact fees:

Residential:

single family	\$501 per dwelling unit
multi-family	\$391 per dwelling unit
mobile home	\$353 per dwelling unit

Hotel/Nursing Home:

hotel/motel	\$539 per room/1,000 sq. ft.
nursing home	\$1,413 per room/1,000 sq. ft.

Business/Institutional:

commercial (including hospitals)	\$655 per 1,000 sq. ft.
office	\$468 per 1,000 sq. ft.
church	\$145 per 1,000 sq. ft.
industrial	\$74 per 1,000 sq. ft.

Independent impact fee calculation review fee

\$150 each

Impact fee appeal filing fee

\$50 each

Administrative fee for impact fee refunds

3% of impact fee

LAYTON CITY

CONSOLIDATED FEE

SCHEDULE

Effective January 5, 2026

Consolidated Fee Schedule

Layton City Corporation

January 5, 2026

General:

Photocopies:	
black and white single sided 8 1/2" x 11"	\$.25 each
black and white double sided 8 1/2" x 11"	\$.40 each
black and white single sided 24" x 36"	\$2 each
color single sided 8 1/2" x 11"	\$.50 each
color double sided 8 1/2" x 11"	\$.80 each
color single sided 24" x 36"	\$3 each
Audio recordings (includes media)	\$30 each
Reports on CD's	\$10 each
Certification of copies	\$2 each
Research, compilation, editing, etc.:	
first 15 minutes	No charge
additional time (one hour minimum)	\$30 per hour
Maps:	
street, water, sewer, storm sewer (black & white)	\$2 each
zoning (black & white)	\$2 each
maps on disk	\$5 each
Other maps:	
A size 8½ x 11 (color)	\$2.50 each
B size 11 x 17 (color)	\$5 each
C size 18 x 24 (color)	\$7.50 each
D size 24 x 36 (color)	\$15 each
E size 36 x 44 (color)	\$20 each
custom	\$3 per sq ft with \$5 minimum
Documents/ reports:	
zoning ordinance	\$15 each
zoning code chapters 5 and 6	\$1.50 each
specifications book	\$25 each
master plan text	\$15 each
blue print copies	\$.15 per sq ft
sepia print copies	\$.30 per sq ft
business license listing	\$10 each
financial report (one copy is free to a city resident upon request)	\$5 each
budget report (one copy is free to a city resident upon request)	\$5 each
Candidate filing fee for elective city office	\$25 each
Community Emergency Response Team (C.E.R.T.) Course	\$25 per person
Returned check fee	\$10 each
Credit card surcharge fee (excluding City sponsored youth activities)	2% on transactions over \$75
Dog license fees: Established by Davis County Animal Control	
Urban chicken permit fee	\$30 per location

General: (continued)

Passport processing fee	\$35
Passport photo fee	\$10
Passport expedited shipping fee	
Current US Postal Service Rate Schedule	
Fees associated with property sales for delinquent special improvement district taxes:	
cost of advertising sale	\$20 each
cost of sale expenses	\$5 each
certificate of sale	\$5 each
deed - first description of property	\$10 each
deed - additional descriptions of property	\$5 each

Police:

Utah State criminal history check	\$15	each
Annual sex offender registry fee		\$25
Traffic School		\$50 each
Finger printing service	per person, up to 3 cards	\$20 each
	each additional card	\$5 each
Incident reports:		\$10 each

Photographs, audio, or video recordings	\$30 (includes first hour of preparation and redaction time)
	\$15 each additional hour of preparation and redaction time

Event security uniformed officer	\$85 per hour/two hour minimum per officer
Event administrative fee	\$20

Emergency dispatch system (E911) fee (collected by the telephone company)	land lines	\$.61 per line per month
	wireless	\$.61 per wireless access device per month

Vehicle Restoration Permit		\$10
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Weed mowing charges:		
for 1/2 acre or smaller		\$100
more than 1/2 acre, but not more than 3/4 acre		\$120
more than 3/4 acre, but not more than 1 acre		\$140
more than 1 acre, but not more than 2 acres		\$180
more than 2 acres, but not more than 3 acres		\$220
more than 3 acres, but not more than 4 acres		\$260
more than 4 acres, but not more than 5 acres		\$300
more than 5 acres, but not more than 6 acres		\$340
more than 6 acres, but not more than 7 acres		\$380
more than 7 acres, but not more than 8 acres		\$420
more than 8 acres, but not more than 9 acres		\$460
more than 9 acres, but not more than 10 acres		\$500
more than 10 acres		bid price

Additionally, an administration fee of \$120 will be charged for each time the City contracts mowing of a parcel of property.

Burglar/intrusion alarms:		
Responsible party non-response fee		\$25
False alarm fees:		
3rd false alarm per quarter		\$50
4th false alarm per quarter		\$75
5th false alarm per quarter		\$100

Fire:

Fire investigation report	\$25 each
Incident reports:	\$10
Fireworks sales permit (note: a business license is also required)	\$500 non-refundable per location plus; \$500 refundable deposit
Ambulance and paramedic fees as currently established by the Bureau of Emergency Medical Services	
Fire standby services for special events:	
One certified emergency medical technician with basic first aid equipment/fire watch services with basic fire suppression equipment	\$85 per hour 2 hour minimum
Equipped ambulance with two-person certified medical team	\$200 per hour 2 hour minimum
Equipped fire engine with three-person engine company	\$325 per hour 2 hour minimum
Event administration fee	\$20 per hour
Automatic fire extinguishing system fee schedule and plan review fee:	
Original/initial submittal for new installations:	
All buildings except single family, two family and manufactured homes:	
0 - 3,000 sq. ft.	\$250 per plan
3,001 - 10,000 sq. ft.	\$350 per plan
10,001 sq. ft. and greater	\$350, plus \$.005 per sq. ft. over 10,000
Single family, two family and manufactured homes:	
0 - 3,000 sq. ft.	\$175 per plan
3,001 - 7,000 sq. ft.	\$225 per plan
7,001 sq. ft. and greater	\$225, plus \$.005 per sq. ft. over 7,000
Original/initial submittal for existing system remodels:	
All buildings except single family, two family and manufactured homes:	
0 - 3,000 sq. ft.	\$100 per plan
3,001 - 10,000 sq. ft.	\$150 per plan
10,001 sq. ft. and greater	\$150, plus \$.005 per sq. ft. over 10,000
minor relocation of 10 sprinkler heads or less	\$50 per plan
Single family, two family and manufactured homes:	
0 - 3,000 sq. ft.	\$100 per plan
3,001 - 7,000 sq. ft.	\$150 per plan
7,001 sq. ft. and greater	\$150, plus \$.005 per sq. ft. over 7,000
minor relocation of 10 sprinkler heads or less	\$50 per plan
Re-review of corrected or rejected plans: 3,000 sq. ft. and greater	\$175 per plan
All buildings except single family, two family and manufactured homes:	
0 - 3,000 sq. ft.	\$125 per re-review
3,001 - 10,000 sq. ft.	\$175 per re-review
10,001 sq. ft. and greater	\$175, plus \$.005 per sq. ft. over 10,000 per re-review
Single family, two family and manufactured homes: 0 - 3,000 sq. ft.	\$100 per re-review
3,001 - 7,000 sq. ft.	\$150 per re-review
7,001 sq. ft. and greater	\$150, plus \$.005 per sq. ft. over 7,000
Wildland Urban Interface Severity Assessments	
Per lot in approved parcel or subdivision	\$75 per lot
Fire Review fee – Unincorporated County – (Site, Building, Business)	
Small Site, Building, Business (less than 5,000 square feet)	\$50 each
Medium Site, Building, Business (5,001 – 10,000 square feet)	\$100 each
Large Site, Building, Business (10,001 square feet or greater)	\$150 each

Fire: (continued)

Fire alarm system:		
original/initial review fee		\$300 per plan
re-review of corrected/rejected plans		\$200 per plan
Alarms – Responsible party non-response fee:		
Residential		\$25
Commercial/Non-residential		\$100
False alarm fees:		
Residential:		
3rd false alarm per quarter		\$50
4th false alarm per quarter		\$75
5th false alarm per quarter		\$100
False alarm fees: (continued)		
Commercial/Non-residential:		
3rd false alarm per quarter		\$250
4th False alarm per quarter		\$350
5th false alarm per quarter		\$450
Additional false alarm per quarter		Incremental by \$100 for each additional alarm
Fire Inspection Fee (Unincorporated County – Building, Business)		\$50 each inspection
Additional Fire Inspection Fee (Unincorporated County – Building, Business)		\$100 each inspection
Fire Re-inspection Fee:		
Additional re-inspection of a single business/building		\$100
Fire training tower rental fees:		
Training without "Live Fire" (includes one instructor from Layton City Fire Department, use of the tower and theater smoke machine, and generator use)		\$85 per hour 2 hour minimum
Training with "Live Fire" (includes use of burn rooms, use of theater smoke and smoke machine, and use of generator)		
Requires a minimum of three "Live Fire" instructors from Layton City Fire Department		
Pallets and burn materials will be provided by the department using the facility		\$1,200 per 4 hour session
Explosive Permits:		
Fireworks (Outdoor Public Display – Permit application review – Site Inspection – Permit – single event)		\$500
Pyrotechnics & Flame Effects (Indoor Public Display – Permit application review – Site Inspection – Permit – single event)		\$125
Blasting (Application review – Site Inspection – Permit – 60 days)		\$150
Firefighter Air Replenishment Systems (FARS) Residential/Commercial Developments		
FARS (Plan Review Fee)		\$200
Specialized System Inspection Fee		\$125 per hour
Additional Inspections as required		\$125 per hour
Quarterly – System Air Quality sample testing		\$325 per sample
Fire Protection Systems:		
Type I Hood Suppression System (Plan Review – Acceptance Inspection)		\$100
Clean Agent Suppression System (Plan Review – Acceptance Inspection)		\$100
Tents & Canopies		
Temporary Membrane Structure, Tents or Canopies (Equal to 400 sq. ft or greater – 60 days – Special Event – City Property		\$165
Emergency Responder Communication Coverage System (BDA, DAS)		
Plan review		\$100
Final Inspection		\$100
Re-Inspection		\$100

Refundable cleaning deposit	\$100
Additional charges:	
Medium Sound Package	\$50 per day
Large Sound Package	\$100 per day
Wireless microphones (per performance)	\$20 first performance; \$10 additional performance
Spotlight (Technician not included)	\$25 per performance
Grand piano (check made payable to Davis Arts Council)	\$ 50 per performance
Light Technician (move and set lights)	\$50 per hour
Additional City Staff	\$ 50 per hour
Additional Set-up Time	\$25 per hour

Public Works:

Streets & public property:

Sidewalk and Driveway Approach Replacement		
Inspection fee		\$45 each
Curb and Gutter/Sidewalk bond (Refundable)		\$20 per lineal foot
Handicap ramp bond (Refundable)		\$1,000
Driveway Approach bond (Refundable)		
10-12 feet wide		\$300
13-20 feet wide		\$400
21-28 feet wide		\$500
29-40 feet wide		\$800
(No bonding fees for boring under sidewalk or drive approaches)		
Street cutting permit fees (Double winter rate fees apply between October 15 and April 15)		
Inspection fee		\$45
Trench maintenance fee:		
Perpendicular cuts (across road):		
Less than center line		\$250
Centerline and beyond		\$500
Parallel cuts:		
One side of road		\$10 per lineal foot
Center and beyond		\$20 per lineal foot
Bond (refundable):		
Perpendicular cuts:		
Less than 1/2 of road		\$500
More than 1/2 of road		\$1,000
Parallel cuts:		
One side of road		\$500 + \$20 per lineal foot over 50 feet
Center of road		\$1,000 + \$20 per lineal foot over 50 feet (\$20,000 maximum)
Large utility companies or projects	\$50,000 unlimited revolving surety bond (renewed yearly/will cover all work within year)	
Qwest to pay percentage of fee related to profitable service. Percentage to be determined by City Attorney.		
Street cuts or potholing less than 1 square foot	will not be charged a trench maintenance fee or bond.	
Bore pits:		
1 square foot or greater:		
Trench maintenance fee		\$2.50 per square foot
Bond (refundable)		\$150 per pit
No trench maintenance fee or bond for bore pits off the asphalt.		

All road closures must be approved by the City Engineer. If approved, a fee of up to \$500 per day may be assessed, as determined by the City Engineer.

Notice! Cutting into roads less than 3 years old is prohibited. If cutting into such a road is unavoidable, a quadruple, non refundable rate may apply as directed by the City Engineer.

Water & water service:(Effective July 1, 2022)

Residential base user fee – users with access to secondary (single, multiple & mobile homes):		
0 – 6,000 gallons with meter size of 5/8"		\$23.90 per month plus excess charge
0 – 6,000 gallons with meter size of 3/4"		\$23.90 per month plus excess charge
0 – 6,000 gallons with meter size of 1"		\$25.10 per month plus excess charge
0 – 6,000 gallons with meter size of 1 1/2"		\$29.90 per month plus excess charge
0 – 6,000 gallons with meter size of 2"		\$47.90 per month plus excess charge
0 – 6,000 gallons with meter size of 3"		\$89.90 per month plus excess charge
0 – 6,000 gallons with meter size of 4"		\$149.60 per month plus excess charge
0 – 6,000 gallons with meter size of 6"		\$299.20 per month plus excess charge
0 – 6,000 gallons with meter size of 8"		\$478.80 per month plus excess charge

Public Works: (continued)

Water & water service: (continued)

Excess charge for users with access to secondary water:

Between 7,000 and 14,000	\$2.13 per 1,000 gallons or fraction thereof
15,000 and Over	\$4.32 per 1,000 gallons or fraction thereof

Residential base user fee – users without access to secondary (single, multiple & mobile homes):

0 – 10,000 gallons with meter size of 5/8"	\$23.90 per month plus excess charge
0 – 10,000 gallons with meter size of 3/4"	\$23.90 per month plus excess charge
0 – 10,000 gallons with meter size of 1"	\$25.10 per month plus excess charge
0 – 10,000 gallons with meter size of 1 1/2"	\$29.90 per month plus excess charge
0 – 10,000 gallons with meter size of 2"	\$47.90 per month plus excess charge
0 – 10,000 gallons with meter size of 3"	\$89.90 per month plus excess charge
0 – 10,000 gallons with meter size of 4"	\$149.60 per month plus excess charge
0 – 10,000 gallons with meter size of 6"	\$299.20 per month plus excess charge
0 – 10,000 gallons with meter size of 8"	\$478.80 per month plus excess charge

Excess charge for users without access to secondary:

Between 11,000 and 25,000	\$2.13 per 1,000 gallons or fraction thereof
26,000 to 45,000	\$2.66 per 1,000 gallons or fraction thereof
46,000 to 79,000	\$3.88 per 1,000 gallons or fraction thereof
80,000 and Over	\$4.32 per 1,000 gallons or fraction thereof

Commercial, Schools and Churches user fee (includes hotels & motels):

0 – 6,000 gallons with meter size of 5/8"	\$23.90 per month plus excess charge
0 – 6,000 gallons with meter size of 3/4"	\$23.90 per month plus excess charge
0 – 6,000 gallons with meter size of 1"	\$25.10 per month plus excess charge
0 – 6,000 gallons with meter size of 1 1/2"	\$29.90 per month plus excess charge
0 – 6,000 gallons with meter size of 2"	\$47.90 per month plus excess charge
0 – 6,000 gallons with meter size of 3"	\$89.90 per month plus excess charge
0 – 6,000 gallons with meter size of 4"	\$149.60 per month plus excess charge
0 – 6,000 gallons with meter size of 6"	\$299.20 per month plus excess charge
0 – 6,000 gallons with meter size of 8"	\$478.80 per month plus excess charge

Commercial excess charge on gallons over 6,000;

Schools and Churches excess charge on gallons over 6,000;

\$2.36 per 1,000 gallons or fraction thereof

\$2.62 per 1,000 gallons or fraction thereof

Water service to customers outside the boundaries of the City will be charged double.

Fire line usage fee

\$1 per month per diameter inch in line size

Hydrant use fee

\$5.00 per 1,000 gallons or part thereof

Water fill station deposit

\$50 per account, to be applied to account

Water fill station fee

\$5.00 per 1,000 gallons or part thereof

Water service surety deposit:

residential (average 2 highest months billing in last 12 months)

\$150

residential-tenant deposit (may be required in-lieu of owner's financial guarantee)

commercial, industrial or multiple family (average 2 highest months bill in last 12 months, or per projection by finance director)

\$5 per delinquency

late payment penalty on delinquent accounts

Post-bankruptcy connection (non-refundable until service is discontinued)

\$150

New account fee

\$50

Turn on / shut off fee to discontinue or re-establish service

\$25

Turn on fee for vacant home inspections

\$25 each

Turn on fee (charge to re-establish service when service is turned off for delinquency):

Each occurrence

\$50

Backflow device fees:

Commercial devices

provided and installed by owner or business

Residential devices for 5/8", 3/4", or 1"

\$30 each

Service fee (commercial and residential)

\$.35 per month per connection

Connection fees (water lines):

Public Works: (continued)

Water & water service: (continued)

Main line cost recouping fee (based on property frontage)	\$22.50 per foot
West Layton area maximum for first connection only	\$1,700
Tapping fees:	
3/4" line	\$882 each
1" line	\$935 each
Service line extensions in excess of 32 feet:	
3/4" copper line	\$5.75 per lineal foot
1" copper line	\$6.25 per lineal foot

Tapping and service line extensions for lines larger than 1 inch shall be done and paid for by the owner or developer.

Meter fees:(Effective July 1, 2024)

5/8"	\$426	each
1"	\$548	each
1 1/2"	\$1,952	each
2"	\$2,033	each
3"	\$2,382	each
4"	\$3,385	each
6"	\$5,021	each
8"	\$5,911	each

Construction water \$20

Fire line connection fee \$50 per diameter inch of line size

Water exaction fee in lieu of water shares:

Residential	\$ 4,345 per acre-foot
Commercial:	
5/8" meter	\$ 4,345 each
5/8" X 3/4" meter	\$ 4,345 each
3/4" meter	\$ 6,517.50 each
1" meter	\$ 8,690 each
1-1/2" meter	\$ 17,380 each
2" meter	\$ 52,140 each
3" meter	\$ 86,900 each
4" meter	\$ 139,040 each
6" meter	\$ 312,840 each

Secondary water service:

Secondary water user fee:	Up to 1/3 acre	\$20.83 per month
	Each additional 1/3 acre	\$ 4.17 per month
Secondary shares fee	Up to 1/3 share	\$20.83 per month
	Each additional 1/3 share	\$ 4.17 per month
Secondary agriculture user fee:	Up to 1 acre or share	\$20.83 per month
	Each additional 1/3 acre or 1/3 share	\$ 2.50 per month
	(Agricultural users on the pressurized system are identified as properties Larger than 2 acres without turf grass landscaping)	
Secondary reconnection fee:		\$500 each
Secondary water meter fees as indicated above		

Public Works: (continued)

Sanitary sewer service:

Residential user fee:	single family unit	\$37.00 per month
	multiple family units, 1st unit	\$37.00 per month
	plus each additional unit	\$37.00 per month
Trailer courts	1st unit	\$37.00 per month
	plus each additional unit	\$37.00 per month
Churches, schools, commercial, hotels, motels and similar		\$37.00 per month
	plus, for the months of October thru April -	
	\$2.68 per 1,000 gallons, or fraction thereof for water consumed in that month over 5,000 gallons, or	
	plus, for the months of May thru September -	
	\$2.68 per 1,000 gallons or fraction thereof for water consumed in the previous April over 5,000 gallons.	
Connections approved and made to another city's line will be charged that city's fee and remitted according to the interlocal agreement.		
Sanitary sewer service to customers outside the boundaries of the City will be charged double.		
Connection fees (based on property frontage)		\$18.00 per foot
Connection inspection fee		\$30 per inspection
Connection fees on payback agreements as per agreed in payback agreement with developer		

Refuse service:

Residential Automated Collection		
per household with up to one container		\$ 13.65 per month
additional container		\$ 10.95 per month each
Recycling can – collected every other week		\$ 7.50 per month

Storm sewer fees:

Single family residential		\$ 7.60 per month
PRUD R-2 zone		\$ 63.60 per acre per month
Multi-family and PRUD R-M zone		\$ 74.20 per acre per month
Multi-family R-2 zone		\$ 63.60 per acre per month
Mobile home park		\$ 74.20 per acre per month
Park and open space, both public and private		\$ 21.20 per acre per month
School		\$ 42.40 per acre per month
Church		\$ 74.20 per acre per month
Hospital		\$ 95.40 per acre per month
Commercial		\$ 95.40 per acre per month
P-B, all C-P and C-H zones		\$ 95.40 per acre per month
B-RP zone		\$ 79.50 per acre per month
Manufacturing – M-1 and M-2 zones		\$ 95.40 per acre per month

Public Works: (continued)

Street Lighting System Fees:

Residential Fee:

Single family unit	\$ 4 per month
Multi-family unit	\$ 2 per month per unit

Commercial Fee (hotel, motel, church, school or similar)

\$ 4 per month per equivalent residential unit

Fixture fees:

For street rights of way 66 feet and wider:

Tear drop pole and fixture (SL-01)	\$6,500 each
Single light fluted pole and fixture (SL-04)	\$3,225 each
Double light fluted pole and fixture (SL-03)	\$6,475 each

For street rights of way less than 66 feet:

Street light fixture (SL-02)	\$2,825 each
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Street light installation fees: (Installation by City contractor)

Install Layton City provided SL-02 street light pole & fixture	\$1,980 each
Install Layton City provided SL-04 street light pole & fixture	\$1,980 each
Install Layton City provided SL-01 street light pole & fixture	\$3,520 each
Install Layton City provided SL-03 street light pole & fixture	\$2,915 each
Furnish and install 1 1/2" schedule 40 PVC conduit and #4 AL URD cable	\$24 per LF
Furnish and install splice box	\$1,075 each
Furnish and install stainless steel meter housing	\$4,400 each
Furnish and install 1 1/2" schedule 40 PVC conduit and #4 AL URD cable by bore	\$40 per LF
Mobilization	\$1,225 Lump Sum
Power Connection	\$180 Minimum or \$80 per light

Community Development:

Business license fees:

Residential Solicitation (Door to Door Sales):

Fee for each Solicitor	\$35
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Home Occupation:

low impact base fee (no offsite impact)	\$0
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high impact base fee (offsite impact) – defined as occupations in which clients come to the place of business to receive a service or the business has outdoor storage of vehicles, parking concerns, potential for noise, odors, hazards, etc., including but not limited to: Daycares, Preschools, Educational Services, Salons – hair, nail, waxing, massage, etc., Dance Studios, Photography Studios, Law Offices, Consultants, Personal Trainers, Therapy Offices, Lessons – swim, piano, tumbling, dance, voice, etc., Landscaping/Yard Care, and Construction – unless a home office.	\$40
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high impact inspection fee	\$50
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Apartments:

base fee	\$40
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additional service fee	\$3 per unit
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inspection fee	\$50
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Small Commercial (under 10,000 square feet including outdoor sales area):

base fee	\$120
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additional for:	
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beer or liquor permit	\$300
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tobacco sales	\$50
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inspection fee	\$50
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Medium Commercial (10,000 to 40,000 square feet including outdoor sales area):

base fee	\$120
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additional for:	
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police services	\$50
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beer or liquor permit	\$300
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tobacco sales	\$50
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inspection fee	\$50
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Large Commercial (over 40,000 square feet including outdoor sales area):

base fee	\$120
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additional for:	
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police services	\$100
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beer or liquor permit	\$300
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tobacco sales	\$50
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inspection fee	\$50
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Bar/Tavern/Private Club:

base fee	\$120
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additional for:	
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police/enforcement services	\$200
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beer or liquor permit	\$450
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inspection fee	\$50
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Manufacturing/Warehousing:

base fee	\$120
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additional for:	
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police services	\$50
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inspection fee	\$50
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Community Development: (continued)

Business license fees: (continued)

Single Event/Off-Site Sales:		
base fee		\$120
additional for:		
enforcement services		\$80
beer or liquor permit		\$150
vendor fee		\$10 per vendor
inspection fee		\$50
Kiosks		
base fee		\$40
inspection fee		\$50
Seasonal Outdoor Vendor:		
base fee		\$40
inspection fee		\$50
Snow Shack:		
base fee		\$40
inspection fee		\$50
Street Vendor:		
base fee		\$40
inspection fee		\$50
Mobile Food Vendor - Primary License		
base fee		\$70
inspection fee		\$50
Mobile Food Vendor – Secondary License:		
base fee		\$35
Tent Vendor:		
auto glass repair:		
base fee		\$40
inspection fee		\$50
produce stand:		
base fee		\$40
inspection fee		\$50
Other Tent Vending:		
base fee		\$40
inspection fee		\$50
Sexually Oriented Business:		
base fee		\$240
additional for:		
police/enforcement services		\$250
inspection fee		\$50
Mobile Home Parks:		
base fee		\$2 per pad
inspection fee		\$50
Distressed Goods Sales:		
thirty (30) day license fee for each separate sale		\$25 plus \$2 for each \$1,000 of sale inventory
thirty (30) day renewal fee		\$50 per renewal
inspection fee		\$50

Junk Dealer:		
base fee		\$100
inspection fee		\$50
Second Hand Dealer:		
base fee		\$100
inspection fee		\$50
Pawn Dealer:		
base fee		\$100
inspection fee		\$50
Swap Meet Organizer: (requires \$1,000 performance bond in addition to license)		
base fee		\$150
inspection fee		\$50
Swap Meet Seller:		
base fee		\$1 each per day
inspection fee		\$50
Duplicate Business License		\$10 each
Late payment fee:		
if license is paid 16 to 45 days beyond renewal due date		\$40
if license is paid 46 or more days beyond renewal due date		\$65

Planning & zoning fees:

Site plan review:		
base fee		\$250 each plan
plus acreage fee 0 to 5 acres		\$25 per acre
plus acreage fee 5.01 to 10 acres		\$10 per acre
plus acreage fee 10.01 and above		\$2 per acre
maximum site plan review fee		\$500 each
Site plan re-submittal review fee: (required each time after 2nd submittal)		
base fee		\$100 each
Revised site plan and amendment waiver requests		\$100 each
Recording fees		cost charged by County Recorder
Site plan review for kiosks, mobile stores & recycling operations		\$50 each
Conditional use permit		site plan fee plus \$100 each
amendments to conditional use permit		\$100 each
Exception: aid dog applications are exempt from the permit fee		

Public & Private Subdivision review:

Preliminary or conceptual:		
base fee		\$100 each submittal
plus lot fee		\$25 per lot
Final review:		
base fee		\$250 each submittal
plus lot fee		\$60 per lot
Preliminary re-submittal review fee: (required each time after 2nd submittal)		
base fee		\$50 each submittal
plus lot fee		\$15 per lot

Community Development: (continued)

Planning & zoning fees: (continued)

Final re-submittal review fee: (required each time after 2nd submittal)		
base fee	\$50 each submittal	
plus lot fee	\$15 per lot	
Revised preliminary or conceptual:		
base fee	\$50 each submittal	
plus lot fee	\$15 per lot	
Final revised review:		
base fee	\$100 each submittal	
plus lot fee	\$25 per lot	
Amendments after recording:		
base fee	\$100 each submittal	
plus lot fee	\$20 per lot	
PRUD review:		
Conceptual or rezone:	base fee	\$300 each submittal
	plus lot fee	\$15 per lot/bldg
Preliminary base fee		\$50 each submittal
plus lot fee	\$10 per lot/bldg	
Final review:	base fee	\$250 each submittal
	plus lot fee	\$50 per lot/bldg
Preliminary re-submittal review fee: (required each time after 2nd submittal)		
base fee	\$100 each submittal	
plus	\$25 per lot/bldg	
Final re-submittal review fee: (required each time after 2nd submittal)		
base fee	\$100 each submittal	
plus	\$25 per lot/bldg	
Revised plan (any stage):	base fee	\$100 each submittal
	plus lot fee	\$25 per lot/bldg
Zoning ordinance amendment (including rezones):	map	\$200 each
	text	\$200 each
Master plan amendment		\$200 each
Annexation or boundary adjustment request:		\$700
Street vacation, street name change, or street dedication		\$250 each
Fee for extra Planning Commission meetings requested by developers		\$125 per meeting
Board of Adjustments appeal filing fee		\$250 each
Land Use Appeal Authority (Hearing Officer)		\$300.00 application fee - \$1,000.00 maximum (cap)
Note: Application fee applies to the first two (2) hours of review by Hearing Officer, subsequent review time subject to Hearing Officer's hourly rate, not to exceed a total of \$1,000, Appellant is responsible for payment of costs over initial (2) hours.		
Completion of on-site/off-site improvements bond		\$1,000 minimum
Residential remodel or addition bond		\$200 minimum
Residential/single family storm water pollution prevention bond		\$500 minimum
Commercial/Industrial/Residential multi-family storm water pollution prevention bond	\$1,000 minimum +\$250 per each additional acre	
Commercial completion bond		125% of landscaping costs

Community Development: (continued)

Building permit fees:

General:

Building valuation:		
from \$1 to \$500		\$23.50
from \$501 to \$2,000		\$23.50 plus \$3.05 each additional \$100 or fraction thereof
from \$2,001 to \$25,000		\$69.25 plus \$14.00 each additional \$1,000 or fraction thereof
from \$25,001 to \$50,000		\$391.75 plus \$10.10 each additional \$1,000 or fraction thereof
from \$50,001 to \$100,000		\$643.75 plus \$7.00 each additional \$1,000 or fraction thereof
from \$100,001 to \$500,000		\$993.75 plus \$5.60 each additional \$1,000 or fraction thereof
from \$501,000 to \$1,000,000		\$3,233.75 plus \$4.75 each additional \$1,000 or fraction thereof
from \$1,000,000 up		\$5,608.75 plus \$3.65 each additional \$1,000 or fraction thereof

Pool Bond (Refundable) \$750

Landscape sprinkling system \$30 each

Mobile homes \$100 each

Plan check fee:

Commercial 65% of the building permit fee

Residential and pools 40% of the building permit fee

Permit inspection fees:

outside normal business hours \$50

re-inspection \$50

inspections for which no fee is specifically indicated \$50

additional plan review required by revisions \$50

Home daycare or pre-school plan check and inspection fee \$25 each

Duplicate Certificate of Occupancy Permit \$10

Moving a building bond: minimum bond \$5,000
maximum bond \$10,000

Subdivision street sign fees (materials and installation) \$315 each

Regulatory signs in subdivisions (materials and installation) \$375 each

Sign permit fees:

General:

Sign valuation:		
from \$1 to \$500		\$23.50*
from \$501 to \$2,000		\$23.50 plus \$3.05 each additional \$100 or fraction thereof
from \$2,001 to \$25,000		\$69.25 plus \$14.00 each additional \$1,000 or fraction thereof
from \$25,001 to \$50,000		\$391.75 plus \$10.10 each additional \$1,000 or fraction thereof
from \$50,001 to \$100,000		\$643.75 plus \$7.00 each additional \$1,000 or fraction thereof
from \$100,001 to \$500,000		\$993.75 plus \$5.60 each additional \$1,000 or fraction thereof
from \$501,000 to \$1,000,000		\$3,233.75 plus \$4.75 each additional \$1,000 or fraction thereof
from \$1,000,000 up		\$5,608.75 plus \$3.65 each additional \$1,000 or fraction thereof

*Minimum sign fee is based on inspection fees plus 20% plan check fee.

Temporary sign:

30 day	\$30
1 year	\$100

Community Development: (continued)

Building permit fees: (continued)

Sign permit fees: (continued)

Sign reclaiming fee: Temporary signs which are confiscated for code violations may be reclaimed by paying:	
first offense	\$0
second offense	\$30
third offense	\$60
fourth offense – no reclaiming any signs	

Plan check fee:	
Signs	20% of building permit fee

Development impact fees:

Park impact fee:

Residential:	
single family structure	\$1,873 each
multiple family structure	\$1,381 per unit
mobile home	\$1,369 per pad

Water impact fee:

Single Family Residential Lot Size

	Fee
<1/4 acre	\$2,041.00
0.25 to 0.49 acre	\$3,338.00
0.5 to 0.74 acre	\$5,410.00
0.75 to 0.99 acre	\$6,492.00
>1.0 acre	\$6,925.00

Multi-family/Non Residential Meter Size water impact fee

5/8" meter	\$2,184.00 each
3/4" meter	\$2,184.00 each
1" meter	\$3,680.00 each
1.5" meter	\$7,505.00 each
2" meter	\$12,332.00 each
3" meter	\$26,396.00 each
4" meter	\$44,240.00 each
6" meter	\$105,112.00 each
8" meter	\$200,184.00 each
Outdoor Water	\$275.00 per 1,000 sqft of irrigable land

Sanitary Sewer impact fee: *Effective February 23, 2026*

Residential Unit Type:

Single-Family	\$386.81 per unit
Townhouse	\$348.13 per unit
Multi-Family	\$293.98 per unit
TOD Residential	\$235.95 per unit

Nonresidential:

5/8" meter	\$386.81 each
3/4" meter	\$580.22 each
1" meter	\$967.03 each
1.5" meter	\$1,934.05 each
2" meter	\$3,094.48 each
3" meter	\$6,188.97 each
4" meter	\$14,505.39 each
6" meter	\$30,944.83 each
8" meter	\$54,153.46 each

Community Development: (continued)

Development Impact fees: (continued)

Non-Standard Demand Adjustments

Maximum Flow Rate ÷ 20 X 5/8" meter cost

Storm sewer impact fee:

Agriculture and open space	\$3,508.25 per Acre
Residential:	
Zoned R-1-6, includes multiple family up to 5 units per acre	\$4,549.24 per Acre
Zoned R-1-8	\$4,465.96 per Acre
Zoned R-1-10	\$4,341.04 per Acre
Zoned R-S	\$4,132.84 per Acre
Multiple family, more than 5 units per acre and less than 10 units per acre	\$5,173.84 per Acre
Multiple family, more than 10 units per acre	\$5,382.04 per Acre
Mobile homes	\$5,590.24 per Acre
Non-Residential:	
Zoned CP, CH, P-B	\$6,423.03 per Acre
Zoned B-RP	\$5,798.44 per Acre
Zoned M-1, M-2	\$6,423.03 per Acre
Schools	\$4,341.04 per Acre
Churches	\$5,590.24 per Acre
Hospitals	\$6,423.03 per Acre

Transportation impact fee:

Port and terminal:	
airport, heliport	\$2,590.13 per employee
Industrial:	
light industry	\$844.31 per 1,000 sq. ft.
manufacturing	\$823.50 per 1,000 sq. ft.
warehouse	\$296.46 per 1,000 sq. ft.
mini-warehouse	\$3,113.71 per storage units (100's)
Residential:	
single-family detached	\$1,634.87 per unit
single-family attached	\$1,248.26 per unit
low rise multifamily housing (3 or less floors)	\$1,168.51 per unit
mid rise multifamily (4 or more floors)	\$787.10 per unit
low rise residential with ground floor commercial	\$596.39 per unit
mobile home	\$1,234.39 per unit
assisted living	\$726.42 per 1,000 sq. ft.
Lodging:	
hotel	\$1,385.22 per room
Recreational:	
health/fitness club	\$679.61 per 1,000 sq. ft.
Institutional:	
elementary school	\$393.55 per student
middle school/junior high school	\$364.07 per student
college	\$270.46 per student
church	\$1,317.60 per 1,000 sq. ft.
Medical:	
hospital	\$1,867.18 per 1,000 sq. ft.
animal hospital/veterinary clinic	\$3,727.43 per 1,000 sq. ft.
Office:	
general office building	\$1,879.32 per 1,000 sq. ft.
medical-dental office building	\$6,241.29 per 1,000 sq. ft.
research and development center	\$1,920.93 per 1,000 sq. ft.

Community Development: (continued)

Development Impact fees: (continued)

Retail:

building material and lumber store	\$2,955.94 per 1,000 sq. ft.
specialty retail/shopping center	\$4,555.64 per 1,000 sq. ft.
vehicle dealership	\$4,826.59 per 1,000 sq. ft.
supermarket	\$12,364.40 per 1,000 sq. ft.
home improvement store	\$5,329.36 per 1,000 sq. ft.
department store	\$3,966.68 per 1,000 sq. ft.
pharmacy/drugstore	\$18,793.20 per 1,000 sq. ft.

Services:

bank	\$11,308.43 per 1,000 sq. ft.
high-turnover restaurant	\$10,593.54 per 1,000 sq. ft.
fast-food restaurant	\$36,470.95 per 1,000 sq. ft.
gasoline station	\$12,823.12 per vehicle fueling station
car wash	\$13,436.10 per wash stall

Public safety impact fees:

Residential:

single family	\$501 per dwelling unit
multi-family	\$391 per dwelling unit
mobile home	\$353 per dwelling unit

Hotel/Nursing Home:

hotel/motel	\$539 per room/1,000 sq. ft.
nursing home	\$1,413 per room/1,000 sq. ft.

Business/Institutional:

commercial (including hospitals)	\$655 per 1,000 sq. ft.
office	\$468 per 1,000 sq. ft.
church	\$145 per 1,000 sq. ft.
industrial	\$74 per 1,000 sq. ft.

Independent impact fee calculation review fee

\$150 each

Impact fee appeal filing fee

\$50 each

Administrative fee for impact fee refunds

3% of impact fee

**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 5.F.

Subject:

Approving a Telecommunications Services Franchise Agreement Between Sena Wave LLC and Layton City — Resolution 25-56

Background:

Sena Wave LLC desires to provide telecommunications services within the City primarily through fiber-optic lines, and in connection therewith, to establish a telecommunications network in, under, along, over and across present and future Public Ways of the City. The City has adopted ordinances entitled Franchises In Public Rights-Of-Way, Chapter 3.16B, Chapter 3.16C, and the relevant definitions in Chapter 3.16A of the Layton City Municipal Code (“Telecommunications Rights-of-Way Ordinance”), which governs the application and review process for Telecommunication Franchises in the City. Sena Wave LLC is subject to the Municipal Telecommunications License Tax Act found in Utah Code 10-1-401 et seq., and is subject to applicable City ordinances. The City, in exercise of its management of Public Ways, believes that it is in the best interest of the public to grant Sena Wave LLC a nonexclusive franchise to operate a telecommunications network in the City.

Alternatives:

Alternatives are to: 1) Adopt Resolution 25-56 Approving a Telecommunications Services Franchise Agreement Between Sena Wave LLC and Layton City; 2) Adopt Resolution 25-56 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 25-56 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 25-56 approving a Telecommunications Services Franchise Agreement between SenaWave and Layton City, and authorize the Mayor to sign the necessary documents.

RESOLUTION 25-56

A RESOLUTION APPROVING A TELECOMMUNICATIONS SERVICES FRANCHISE AGREEMENT BETWEEN SENA WAVE LLC AND LAYTON CITY

WHEREAS, Sena Wave LLC desires to provide telecommunications services within the City primarily through fiber-optic lines, and in connection therewith, to establish a telecommunications network in, under, along, over and across present and future Public Ways of the City; and

WHEREAS, the City has adopted ordinances entitled Franchises In Public Rights-Of-Way, Chapter 3.16B, Chapter 3.16C, and the relevant definitions in Chapter 3.16A of the Layton City Municipal Code ("Telecommunications Rights-of-Way Ordinance"), which governs the application and review process for Telecommunication Franchises in the City; and

WHEREAS, Sena Wave LLC is subject to the Municipal Telecommunications License Tax Act found in Utah Code 10-1-401 *et seq.*, and is subject to applicable City ordinances; and

WHEREAS, the City, in exercise of its management of Public Ways, believes that it is in the best interest of the public to grant Sena Wave LLC a nonexclusive franchise to operate a telecommunications network in the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:

1. That the agreement entitled "Telecommunications Services Franchise Agreement" between Layton City, Utah and Sena Wave LLC, which is attached hereto and incorporated herein by this reference, be adopted and approved.
2. That the Mayor be authorized to execute and deliver the Franchise Agreement and the Mayor is authorized to approve the final terms of the Franchise Agreement.
3. This Resolution shall become effective immediately upon adoption by the City Council.

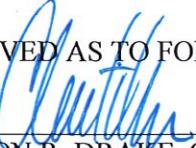
PASSED AND ADOPTED by the City Council of Layton, Utah, this _____ day of _____, 20___.

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:


CLINTON R. DRAKE, City Attorney

TELECOMMUNICATIONS SERVICES FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (hereinafter “**Agreement**”) is entered into by and between **LAYTON CITY**, Utah (hereinafter “**City**”), a municipal corporation and political subdivision of the State of Utah, with principal offices at 437 N Wasatch Dr., Layton, UT 84041, and Sena Wave LLC, a Utah limited liability company (hereinafter “**Provider**”), with its principal offices at 2075 S Pioneer Road, Ste. B, Salt Lake City, UT 84104.

WITNESSETH:

WHEREAS, the Provider desires to provide telecommunications services within the City primarily through fiber-optic lines, and in connection therewith, to establish a telecommunications network in, under, along, over and across present and future Public Ways of the City; and

WHEREAS, the City has adopted ordinances entitled **Franchises In Public Rights-Of-Way**, Chapter 3.16B, Chapter 3.16C, and the relevant definitions in Chapter 3.16A of the Layton City Municipal Code (“**Telecommunications Rights-of-Way Ordinance**”), which governs the application and review process for Telecommunication Franchises in the City; and

WHEREAS, the Provider is subject to the Municipal Telecommunications License Tax Act found in Utah Code 10-1-401 *et seq.*, and the Provider is subject to applicable City ordinances; and

WHEREAS, the City, in exercise of its management of Public Ways, believes that it is in the best interest of the public to grant the Provider a nonexclusive franchise to operate a telecommunications network in the City;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the City and the Provider agree as follows:

ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE

1.1 Agreement. Upon approval by the City Council and execution by the parties, this Agreement shall be deemed to constitute a contract by and between City and Provider.

1.2 Ordinance. The City has adopted the **Telecommunications Rights-of-Way Ordinance** which is incorporated herein by reference. The Provider acknowledges that it has had an opportunity to read and become familiar with the **Telecommunications Rights-of-Way Ordinance**. The parties agree that the provisions and requirements of the **Telecommunications Rights-of-Way Ordinance** are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the **Telecommunications Rights-of-Way Ordinance**, as it may be amended. The definitions in the **Telecommunications Rights-of-Way Ordinance** shall apply herein unless a different meaning is indicated. If any term or condition of this Agreement shall be in conflict with any federal or state law, City ordinance, rule or regulation, the provision of the federal or state law, ordinance, rule or regulation shall govern and control.

1.3 Ordinance Amendments. Nothing herein shall prevent the City from amending the **Telecommunications Rights-of-Way Ordinance** from time to time, as its City Council may deem necessary. Provided, however, City shall not enact any amendments to the **Telecommunications Rights-of-Way Ordinance** that will adversely impact Provider without allowing Provider 30 days in which to comply with the amendment. The City shall give the Provider notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between the Provider’s rights and obligations under the

Telecommunications Rights-of-Way Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, the Provider agrees to comply with any such amendments.

1.4 Franchise Description, No Assignment. The Telecommunications Franchise provided hereby shall confer upon the Provider, subject to the City's receipt of monetary and services compensation, the nonexclusive right, privilege, and franchise to construct, operate and maintain a fiber optic telecommunications network in, under, above and across the present and future Public Ways in the City. The grant of this franchise includes the service of providing dark fiber to end users as may be authorized by the Utah Public Service Commission or federal law. The Provider shall not permit the use of its fiber optic system, its duct or pathways, its pole attachments or any plant equipment on the Public Ways in any manner that would avoid or seek to avoid the need for a franchise from the City for the business of another person as provided herein below. Provider shall not provide services directly regulated by the Utah Public Service Commission (PSC) unless authorized by the PSC. Provider shall not operate a cable system as defined in the Cable Communications Policy Act of 1984 (47 USC §521, *et seq.*, as amended) without first having obtained a separate cable franchise from the City. The Agreement does not grant to the Provider the right, privilege or authority to engage in the community antenna (or cable) television business; although, nothing contained herein shall preclude the Provider from (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the Provider's System within the City for such purposes, or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied. The rights granted by this Agreement may not be subdivided, assigned, or subleased to another person unless agreed to in writing by the City or unless to an affiliate of Provider or to an entity succeeding to acquisition of substantially all of the assets of Provider.

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

1.6 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in a manner that would indicate any such relationship with each other.

ARTICLE 2. DEFINITIONS

2.1 For the purposes of this Agreement, the following words and terms shall have the meanings ascribed to them in this Article, except where the context clearly indicates a different meaning. Unless otherwise expressly stated or clearly contrary to the context, words and terms not defined herein shall be given the meaning set forth in the City's Standard Specifications – General Conditions; if a definition is not contained therein, then the word or term shall have the meaning defined in the Revised Ordinances of Layton City; if not defined in the Revised Ordinances of Layton City, the meaning set forth in any State orders of general applicability; and if not defined either in the Revised Ordinances of Layton City or in a State order, their common and ordinary meaning.

2.2 When not inconsistent with the context, words used in the present tense include the future tense and vice versa; words in the plural number include the singular number and vice versa; and the masculine gender includes the feminine gender and vice versa. The words "shall" and "will" are mandatory; the word "may" is permissive. Genders and plurals are understood to refer to a corporation, partnership or other legal entity when the context so requires. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

- (a) **“City”** shall mean Layton City, Utah, and its successors and assigns.
- (b) **“City Property”** shall mean all properties, facilities (excluding Company Facilities, and the facilities and property of other utilities or persons), or objects currently or in the future Public Ways or other real property owned or operated by the City within the present and/or future corporate limits of the City.
- (c) **“Company”** shall mean Provider and its successors and/or assigns.
- (d) **“Company Facilities”** or **“Facilities”** shall include, but not be limited to a network of fiber optic cables and all related property, including conduit, carrier pipe, cable fibers, repeaters, power sources, and other attachments and appurtenances necessary for the telecommunications system located within the Public Ways within the City limits, whether located above or below ground, currently or in the future owned or operated or otherwise controlled by the Provider needed to provide telecommunications service.
- (e) **“Construction”** or **“Construct”** shall mean, without limitation, constructing, acquiring, laying, maintaining, testing, operating, extending, renewing, relocating, removing, replacing, repairing, and using Company Facilities.
- (f) **“Dark fiber”** is optical fiber infrastructure cabling and repeaters that is currently in place but in which light pulses are not being transmitted.
- (g) **“Emergency”** means any unforeseen circumstance or occurrence, the existence of which constitutes an immediate and substantial risk of personal injury or damage to property, or which causes interruption of utility or public services or an interruption of telecommunications services.
- (h) **“Gross receipts from telecommunications services”** or **“gross receipts derived from telecommunications services”** shall have the meaning defined in Utah Code Annotated Section 10-1-402 or its replacement section for the term **“gross receipts from telecommunications services”** as the definition may be changed from time to time.
- (i) **“Maintenance,” “maintaining,” or “maintain”** shall mean, without limitation, repairing, replacing, relocating, examining, testing, and inspecting.
- (j) **“Person”** shall mean any individual, person, firm, partnership, association, corporation, company, governmental entity, or organization of any kind.
- (k) **“Public Ways”** shall mean the surface of and the space above and below any public street, road, highway, freeway, lane, path, public ways court, boulevard, parks, parkway, or drive owned by the City for the purpose of public use, and shall include other rights of way as are now held or hereafter held by the City which shall, within their proper use and meaning entitle the Provider to the use thereof for the purposes of installing, maintaining and operating Company Facilities.
- (l) **“Service”** or **“Services”** shall mean all telecommunications service lawfully

provided by the Provider under this Agreement.

(m) **“Standard Specifications”** shall mean the Layton City Specifications and Standard Details which govern construction in the Public Ways.

ARTICLE 3. FRANCHISE TAX

3.1 Franchise Tax. For the Franchise granted herein, the Provider shall pay to the City a tax on the Provider’s Gross Receipts from telecommunications services attributed to or services within the City in accordance with the Municipal Telecommunication License Tax Act (Utah Code Ann. 10-1-401 to 10-1-410), less any business license fee or business license tax enacted by the City. All payments shall be made to the Utah State Tax Commission, and sent as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134.

If the Municipal Telecommunication License Tax may no longer be lawfully collected, then to the extent allowed by law, the Provider shall pay to the City a tax levy or franchise fee of three and one-half percent (3.5%) of its Gross Receipts derived from telecommunications services attributed to or services provided within the City.

3.2 Equal Treatment. The City agrees any fees or taxes charged to Provider under this Agreement shall be of the same nature and calculation of fees or taxes as to other similarly situated entities.

ARTICLE 4. TERM AND RENEWAL

4.1 Term and Renewal. The franchise granted to Provider shall be for a period of ten (10) years commencing on the first day of the month following this Agreement, unless this Franchise is sooner terminated as herein provided. At the end of the initial term of this Agreement, the franchise granted herein may be renewed for up to one additional five (5)-year term extension upon the mutual written agreement of the parties for the additional five-year extension. The Provider shall notify the City of the expiration date and of its wish to renew the Franchise Agreement for another term at least three months before and not earlier than six months before the termination date of the initial term of this Agreement.

4.2 Rights and Duties of Provider Upon Expiration or Revocation. Upon expiration of the franchise granted herein, whether by lapse of time, by agreement between the Provider and the City, or by revocation or forfeiture as provided herein, the Provider shall remove from the Public Ways any and all of its Company Facilities, but in such event, it shall be the duty of the Provider, immediately upon such removal, to restore the Public Ways from which such System is removed to as good condition as the same was before the removal was effected. In the alternative, Provider may, with the written approval of the City Engineer, abandon some or all of the Company Facilities in place.

ARTICLE 5. PUBLIC USE RIGHTS

5.1 City Uses of Poles and Overhead Structures. The City shall have the right, without cost, to use all above-ground electric or telecommunication-wire poles owned solely by the Provider (or co-owned by other telecommunications company providers or public utilities who agree or have agreed with Provider to allow the City to use the poles) within the City for fire alarms, police signal systems, public work radio antennas, or any lawful public use; provided, however, any said uses by the City shall be for activities owned, operated or used by the City for any public purposes, and shall not include the provision of telecommunications service to non-governmental third parties. Nothing in this section shall be construed to allow Provider to place its Facilities above ground without the prior written approval of the City.

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

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

ARTICLE 6. POLICE POWERS

The City expressly reserves, and the Provider expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the City's property, the Public Ways, and the health, safety and welfare of its citizens and their properties.

ARTICLE 7. WORK IN THE CITY PUBLIC WAYS

7.1 Follow City Road-Cut Ordinance. The Provider shall comply with and follow the City's road excavation ordinance, Layton City Municipal Code 12.16, ("Road Excavation Ordinance"), in all work it performs in the Public Ways.

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

(b) All work in City streets shall be done in a safe manner and shall follow the City ordinances and Layton City Standard Specifications and Details for Municipal Construction and the Manual of Uniform Traffic Control Devices (MUTCD) and American Public Works Association (APWA)

standard drawings and specifications. Upon the City's request, the Provider will provide the City with a status report of such measures.

(c) All Facilities constructed by the Provider shall be located so as to cause minimum interference with and injury to (i) public use of Public Ways; (ii) the City's water mains, storm water infrastructure, street lights, or any other municipal use of the Public Ways; and (iii) trees and other natural features.

(d) Because space is limited, City shall have sole discretion to determine where Provider Facilities may be located in Public Ways and easements.

7.2 Workmanlike Manner. The installation, maintenance, renovation, and replacement of Provider's Facilities in the Public Ways shall be performed in a good and workmanlike manner.

7.3 Emergency Repairs. In any Emergency event in which Provider needs to cut or excavate a Public Way, and in which the Provider must act immediately and is unable to obtain a permit for excavating in the Public Ways from the City beforehand, the Provider shall provide the City Public Works Department with notification of such work as soon as practicable by calling the City Public Works Department at its regular number, or if after the Department's business hours, by calling (801)-497-8300 or such other emergency telephone number provided to Provider by the City, and shall report the emergency and all related information requested by the City representative on call. In the event the Provider is unable to reach a City representative by calling the City's emergency telephone number, then the Provider shall continue to try to reach a City representative by calling that number or by reaching the City's Public Works Department by the fastest means possible, but shall in any event call the Public Works Department to report the emergency within the first hour of the next day on which the City is open for business. The Provider shall give the City the telephone number of the Provider's representative for contact in an emergency.

7.4 Damage to Public Property. If, during the course of installation, removal, inspection, or work on its Facilities, the Provider causes damage to or alters any Public Ways or City property, the Provider shall (at its own cost and expense, and in accordance with the City's Standard Specifications) replace and restore it to as good a condition as existed before the work commenced. Except in case of Emergency in which the Provider is unable to obtain a permit for excavating in the Public Ways from the City beforehand, the Provider shall, prior to commencing work in the Public Ways, or other City public places, obtain a permit to perform such work from the City. The Provider will abide by all applicable ordinances, rules, regulations, including the City's Standard Specifications for such work. The Provider shall give the City the telephone number of the Provider's representative for contact in an emergency.

7.5 Removal of City Property. No City property shall be removed from the Public Way, including signage on utility poles, without prior permission from an authorized representative of the City.

7.6 Safety. The Provider shall at all times operate, repair, and maintain its Facilities in a safe and careful manner.

7.7 Excavations. The Provider shall comply with all City laws and regulations for excavation and construction, including the **Road Excavation Ordinance**, and shall be responsible for obtaining all applicable permits before beginning work in the Public Ways. The City shall have the right to inspect all construction or excavation. All construction, excavation, maintenance and repair work done by the Provider shall be performed in a timely and expeditious way in conformity with the applicable laws and ordinances, including the City Standard Specifications and Details for Municipal Construction, and in a manner which

minimizes the inconvenience to the public or individuals. All public and private property in or adjacent to dedicated easements disturbed by Provider's construction or excavation activities shall be restored as soon as possible by the Provider, at its expense, to substantially its former condition or better, subject to inspection by the City and compliance by the Provider with remedial action required by the City Engineer or his representative pursuant to said inspection. The Provider shall comply with the City's requests for prompt action to remedy all damage caused by Provider, its officers, employees, agents and contractors to private and public property adjacent to streets or dedicated easements where the Provider is performing excavation or construction work.

7.8 Relocation. Whenever the City shall, in the interest of the public convenience, necessity, health, safety and general welfare require the inspection, maintenance, repair, relocation or reinstallation of any Company Facility within a Public Way, the Provider shall, upon not less than 90 days prior notice, promptly commence and diligently complete such work to remove and relocate or reinstall such Company Facility as may be necessary to meet the requirements of the City. Notwithstanding the foregoing requirement, the Provider shall relocate its facilities upon 45 days prior written notice from the City when requested by the City due to an emergency, or as the parties may otherwise agree in writing. Such relocation, removal or reinstallation by the Provider shall be at no cost to the City. The Provider may ask for a meeting with the City to discuss the relocation, and alignment for the relocated Provider Facilities. If a City project is funded by federal or state monies that specifically includes an amount allocated to defray the expenses of relocation of Provider Facilities, the City shall reimburse the Provider up to the extent of such specified amount for any actual relocation costs mandated by the project to the extent that the City actually receives such federal or state funds earmarked for that purpose. The requirements of this Section 7.8 shall not be construed to be in derogation of any right or cause of action for reimbursement the Provider may have against a developer or other private interest which causes the need to move its lines or Facilities. Such right or cause of action, however, shall not be used as an excuse to delay or avoid its obligations under this section.

7.9 Protect City Property. The Provider shall not damage City property in its exercise of any rights or privileges herein granted. The Provider shall be liable for any damage or injury caused by Provider, its officers, employees, agents and contractors suffered by the City as a result of the exercise by the Provider of any rights or privileges herein granted. This section shall be applicable only to City and Provider relationships. Nothing herein contained shall be construed to affect the liability of the Provider to third-party claims.

7.10 Underground Installations. The Provider will be permitted to install Facilities overhead if it meets the following conditions: (a) it agrees at its sole cost to place the Facilities underground when the City directs, and so long as the City, at the same time, directs other telecommunication or utility providers with overhead facilities in the same location to move their facilities underground; (b) it is not feasible to go underground at the time; and (c) lines can be placed on already existing poles. Notwithstanding the foregoing, if other telecommunication or utility lines are currently underground in any Public Way in which Provider installs its Facilities, then Provider shall install its fiber optic cables and other Facilities underground. Only those Facilities may be left above ground which cannot practically be placed underground.

7.11 Cooperation with Others in Placing Lines Underground. The Provider shall, when undertaking a project of placing its fiber optic lines and other Facilities underground, cooperate with other utilities, agencies, or companies which have their lines overhead to have all lines placed underground as part of the same project. When other public utility companies or telecommunication companies are placing their lines underground, the Provider shall, where feasible, cooperate with these utilities and companies and

undertake to place its Facilities underground as part of the same project. The City shall request that Provider be given at least 60 days notice of such project.

7.12 Prohibitions. Except as otherwise provided herein, Facilities maintained or installed by Provider within the City shall be so located and constructed as not to do any of the following acts:

- (a) Interfere with access to or use of any water or fire hydrant; obscure the vision of or interfere with the installation of any traffic-control device or traffic or information sign or signal;
- (b) Interfere with sight distance established by any ordinance or law;
- (c) Obscure the light from any street light;
- (d) Cross any water or sewer line except at a 90-degree angle, except in accordance with a specific permit for such crossing issued by the City;
- (e) Damage irrigation, landscaping or trees owned or maintained by the City;
- (f) Damage any communications lines owned or maintained by the City; and
- (g) Install Facilities in the paved sidewalk area unless authorized in advance by the City.

7.13 Removal and Relocation. The City shall have authority to require Provider to remove or relocate any facility located in violation of this Article 7 at Provider's sole expense. Such relocation or removal shall be completed within sixty (60) days (or other period of time as the parties may mutually agree to be acceptable for the required work) of written notice from the City. The notice shall prescribe the area where the facility is located and any other special conditions deemed necessary by the City.

7.14 As-Built Drawings. After construction of new Company Facilities or extensions of existing Facilities, Provider shall promptly develop and deliver to the City as-built drawings and maps in a format requested by the City.

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

7.16 Hazardous Materials. If contaminated or Hazardous Material is discovered within or adjacent to the Public Way, the Provider shall stop work in that affected area, immediately notify the City Engineer of the hazardous material, and report accurately and in writing the facts of the encounter to the City Engineer. Work in the affected area shall not thereafter be resumed except by written order of the City Engineer unless and until the material is determined not to be a Hazardous Material or the Hazardous Material is remediated as required by law. Response to, remediation of, and liability for Hazardous Materials shall comply applicable federal and Utah law, provided, however, that Provider shall not be liable for any remediation or other work arising from Hazardous Materials unless Provider, its employees, agents, contractor, or subcontractor, is directly responsible for introducing Hazardous Material or causing the release of the Hazardous Material, or is otherwise liable under applicable law. To the extent that Provider is responsible for any remediation or similar work regarding Hazardous Substance, before recommencing work within the Public Way, the Provider shall provide the City Engineer with plans and other

documentation that demonstrates that the contaminated or Hazardous Material has been or will be properly handled, and that continued work within the Public Way poses no threat to the environment and/or human health or the safety of public or private property.

The terms of this section shall survive the termination of this Agreement.

7.17 The term "**Hazardous Material**" shall mean any substance:

(a) which is flammable, explosive, radioactive, toxic, corrosive, infectious, carcinogenic, mutagenic or otherwise harmful and is or becomes regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States, the State of Utah or any political subdivision thereof; or

(b) which contains asbestos, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity or petroleum, including crude oil or any fraction thereof; or

(c) which is or becomes defined as a pollutant, contaminant, hazardous waste, hazardous substance, hazardous material or toxic substance under the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6987; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601-9657; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101-5127; the Clean Water Act, 33 U.S.C. §§ 1251-1387; the Clean Air Act, 42 U.S.C. §§ 7401-7642; the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2655; the Safe Drinking Water Act, 42 U.S.C. §§ 300f - 300j; the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. §§ 11001-11050; under title 19, chapter 6 of the Utah Code, as any of the same have been or from time to time may be amended; and any similar federal, State and local laws, statutes, ordinances, codes, rules, regulations, orders or decrees relating to environmental conditions, industrial hygiene or Hazardous Materials on the Public Ways, including all interpretations, policies, guidelines and/or directives of the various governmental authorities responsible for administering any of the foregoing, now in effect or hereafter adopted, published and/or promulgated; or

(d) the presence of which in the Public Ways requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy, or common law; or

(e) the presence of which on the Public Ways causes or threatens to cause a nuisance on the Public Ways or to adjacent properties or poses or threatens to pose a hazard to the health and safety of persons on or about the Public Ways.

ARTICLE 8. SEVERABILITY

If any section, sentence, paragraph, term or provision of this Agreement or the Telecommunications Rights-of-Way Ordinance is for any reason determined to be or rendered illegal, invalid or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof unless the Agreement cannot reasonably be construed to effectively implement the intent of the parties as provided herein. Provided that if the invalidated portion is considered a material

consideration for entering into this Agreement, the parties will negotiate a mutually acceptable amendment to this Agreement. As used herein, "material consideration" for the City is the State of Utah's right or ability to collect the Telecommunication License Tax, or if that tax may no longer be collected for Provider's use of the City's Public Ways, then a lawful franchise fee as provided in Section 3.1 above during the term of this Agreement, and its ability to manage the Public Ways as provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City's Road Excavation Ordinance. For the Provider, "material consideration" is its ability to use the Public Ways for telecommunication purposes as provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City's road excavation ordinance.

ARTICLE 9. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES

9.1 Grounds for Termination. The City may terminate or revoke this Agreement and all rights and privileges herein provided, upon ninety (90) days prior notice, for any of the following reasons:

- (a) The Provider fails to make timely payments of the Telecommunication License Tax, or alternative payments due under Section 3.1 above and does not correct such failure within thirty (30) calendar days after receipt of written notice by the City of such failure;
- (b) The Provider, by act or omission, violates a duty herein set forth in any particular within the Provider's control, and with respect to which redress is not otherwise herein provided. In such event, the City determines, after a hearing, that such violation has occurred and thereupon, after written notice to the Provider of such determination, the Provider, within thirty (30) calendar days of such notice, shall commence and diligently pursue efforts to remedy the conditions identified in the notice and shall have thirty (30) calendar days from the date it receives notice (or if the violation is of such nature that a longer time as is necessary to complete the required work, then the time needed to complete the work ("Correction Time"), provided that the reason for the failure to complete the work within time required just above was not the intentional or negligent act or omission of the Provider) to remedy the conditions. After the expiration of such 30-day period (or if the failure is of such nature that a longer time as is necessary to complete the required work, then the time needed to complete the work, provided that the reason for the noncompliance was not the intentional or negligent act or omission of the Provider) and failure to correct such conditions, the City may declare the franchise forfeited and this Agreement terminated, and thereupon, the Provider shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be corrected within the 30-day time period provided above, the City shall provide additional time for the correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the Provider; or
- (c) The Provider becomes insolvent, unable or unwilling to pay its debts when due; is adjudged bankrupt; or all or part of its Facilities should be sold under an instrument to secure a debt and is not redeemed by the Provider within sixty (60) days.

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

9.3 Remedies at Law. In the event the Provider or the City fails to fulfill any of its respective obligations under this Agreement, the City or the Provider, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

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

ARTICLE 10. PARTIES' REPRESENTATIVES

10.1 City Representative and Address. The City Engineer or his/her designee(s) shall serve as the City's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from the Provider to the City pursuant to or concerning this Agreement, shall be delivered to the City's representative at the following address: City Engineer, Layton City, 437 N Wasatch Dr., Layton, Utah 84041 ("City Representative"), or such other officer and address as the City may designate by written notice to the Provider.

10.2 Provider Representative and Address. David Bradshaw ("Provider's Representative") or his/her designee(s) shall serve as the Provider's representative regarding administration of and communication about this Agreement. Provider shall provide to the City's Representative the Provider's Representative's current office and wireless telephone numbers, facsimile and e-mail contact information. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from the City to the Provider pursuant to or concerning this Agreement, shall be delivered to the Provider's Representative at the following address: 2075 S Pioneer Dr., Ste. B, Salt Lake City, UT 84104, or such officer and address as the Provider may designate by written notice to the City. Any legal notice to Provider shall also be copied to Provider's Legal Department at the above address.

ARTICLE 11. INSURANCE AND INDEMNIFICATION

11.1 Insurance.

(a) On or before the effective date of this Agreement, Provider shall file with the City a certificate of insurance and thereafter continually maintain in full force and effect at all times for the full term of the franchise, at the expense of Provider, a comprehensive general liability insurance policy, including underground property damage coverage, written by a company authorized to do business in the State of Utah with an A.M. Best rating of at least A-VII protecting the City against liability for loss of bodily injury and property damage occasioned by the installation, removal, maintenance or operation of the communications system by Provider in the following minimum amounts:

(1) Two Million Dollars (\$2,000,000.00) combined single limit, bodily injury and for real property damage in any one occurrence.

(2) Three Million Dollars (\$3,000,000.00) aggregate.

(b) Provider shall also file with the City Recorder a certificate of insurance for a comprehensive automobile liability insurance policy written by a company authorized to do business in the State of Utah with an A.M. Best rating of at least A-VII for all owned, non-owned, hired and leased vehicles operated by Provider, with limits not less than Two Million Dollars (\$2,000,000.00) each accident, single limit, bodily injury and property damage combined.

(c) Provider shall also maintain, and by its acceptance of any franchise granted hereunder, specifically agrees that it will continually maintain throughout the term of the franchise, workers compensation and employers liability, valid in the State, in the minimum amount of the statutory limit for workers compensation and Five Hundred Thousand Dollars (\$500,000.00) for employer's liability.

(d) All liability insurance required pursuant to this section shall name the City of Layton and its officers, employees, board members and elected officials as additional insureds (as the interests of each insured may appear) and shall be kept in full force and effect by Provider during the existence of the franchise and until after the removal or abandonment with the City Engineer's approval of all poles, wires, cables, underground conduits, manholes and any other conductors and fixtures installed by Provider incident to the maintenance and operation of the communications system as defined in this Agreement. Failure to obtain and maintain continuously the required insurance shall constitute a substantial violation of this agreement. All policies shall be endorsed to give the City thirty (30) days written notice of the intent to amend or cancel by either Provider or the insuring company.

(e) The City reserves and the Provider acknowledges the right to modify the insurance requirements contained herein based upon changes in the Utah Governmental Immunity Act, Title 63G, Chapter 7, Utah Code Annotated.

11.2 Indemnification. Provider hereby agrees to indemnify, defend and hold harmless the City, its officials, officers, employees and insurance carriers, individually and collectively from all losses, claims, suits, judgments, demands, expenses, subrogation, reasonable attorney's fees, costs or actions of any kind and nature resulting from personal or bodily injury to any person, including employees of Provider or of any contractor or subcontractor employed by Provider (including bodily injury and death) or damages to any property, arising directly out of the negligent acts or omissions of Provider, its contractors, subcontractors, officers, agents and employees while exercising any of the rights or privileges granted by this Agreement, except to the extent that such losses, claims, demands, or damages are caused by the negligent acts or omissions of the City, its officers, agents, or employees.

This section and the following section shall survive the termination of this Agreement.

11.3 City Participation in Litigation. The Provider shall immediately notify the City of any litigation which would affect the franchise or the City's rights under this Agreement.

ARTICLE 12. SECURITY FOR PERFORMANCE

12.1 Form, Amount. The Provider shall post with the City a security fund in the form of a surety bond, cash, an irrevocable letter of credit or a performance bond in the amount determined by the City Engineer, but not less than \$10,000 ("Bond Amount"). It is the Provider's responsibility to maintain this security fund throughout the Agreement term.

12.2 Use. The City may draw on or make claim against the security fund to ensure the Provider's faithful performance of its obligations of this Agreement in accordance with applicable law. If Provider fails to perform its obligations under this Agreement in any respect, including making any payment to the City required by this Agreement or by applicable law, and reimbursable costs incurred by the City, the City may, after thirty (30) days' written notice to the Provider, withdraw or make a claim for that amount from the security fund. The City shall notify the Provider of the amount and date of any such withdrawal.

12.3 Restoration of Fund. Within forty-five (45) calendar days after the City gives Provider written notice that an amount has been withdrawn from the security fund or that the value of the surety bond has been reduced pursuant to Section 12.2 above, the Provider must deposit a sum of money in the security fund or shall restore the surety bond sufficient to restore it to the Bond Amount. If Provider fails to do so, such failure to restore shall be a material breach of this Agreement.

12.4 Return of Fund. If the Agreement terminates for any reason, and the Provider has ceased to provide service in the City, the balance of the security fund that remains following termination of the Agreement and satisfaction of all of Provider's obligations secured by the fund shall be returned to Provider. The City shall be under no obligation to return funds until it has had adequate time to evaluate Provider's unmet obligations, but no longer than 180 days, has elapsed for the City to determine that all such obligations have been satisfied.

12.5 Letter of Credit. Any letter of credit used to satisfy any portion of the security fund requirement must:

- (a) Be issued by a bank licensed to do and doing business in Utah;
- (b) Be irrevocable;
- (c) Provide for automatic renewal of the letter of credit unless the bank has given the City written notice of its termination by certified mail at least sixty (60) days prior to expiration of the letter of credit;
- (d) Provide that the City may draw against the letter of credit at any time prior to expiration of the letter of credit;
- (e) Provide that the City may draw against the letter of credit and hold the funds in escrow after termination of the Agreement:
 - (1) if the City has filed an action;

(2) if the City has sought to draw against the letter of credit prior to termination and Provider has contested the action or appealed the notice and order prior to termination; or

(3) if the bank or the Provider has challenged or appealed the draw.

ARTICLE 13. GENERAL PROVISIONS

13.1 Binding Agreement. The parties represent that (a) when executed by their respective representatives who sign below, this Agreement shall constitute legal and binding obligations of the parties; and (b) that each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement. This Agreement shall be binding upon the successors, administrators and permitted assigns of each of the parties.

13.2 Utah Law, Litigation. This Agreement shall be interpreted pursuant to Utah law. Any claim or lawsuit arising out of this Agreement shall be brought in the Third District Court of the State of Utah, or if the Third District Court lacks jurisdiction, then suit shall be brought in the U.S. District Court for the State of Utah located in Salt Lake County, Utah, if that court has jurisdiction. The parties waive any right to trial by jury or to have a jury participate in resolving any dispute, whether sounding in contract, tort, or otherwise, between them arising out of this Agreement or any other instrument, document, or agreement executed or delivered in connection herewith or the transactions related hereto.

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

13.4 Time of Essence. Time shall be of the essence of this Agreement.

13.5 Entire Agreement, Modification, No Waiver. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior negotiations, agreements or understandings between the parties related to the subject matter hereof. None of the provisions of this Agreement may be altered or modified except through an instrument in writing signed by both parties. No failure by any party to insist on the strict performance of any covenant, duty or condition of this Agreement or to exercise any right or remedy consequent on a breach of this Agreement shall constitute a waiver of any such breach or any other covenant, duty or condition. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. Each of the foregoing genders and plurals is understood to refer to a corporation, partnership or other legal entity when the context so requires.

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

13.7 Warranty of Authorization. The person signing for and on behalf of Provider warrants and represents that he or she is duly authorized and empowered to enter into this agreement for and on behalf of Provider, and that Provider is duly organized and validly existing under the laws of the State of Utah, and that by his or her signature, he or she does bind Provider to the terms of this Agreement. The person signing below for Provider warrants to the City that all necessary company approvals, authorizations

and consents have been obtained, and all company procedures required to be taken by Provider's articles of organization, have been followed to enable Provider to enter into this Agreement and to perform its duties hereunder.

13.8 Effective Date. This Agreement shall be effective on the day the following requirements have been completed: the Agreement has been signed by the Mayor; the Agreement has been signed by both parties; and the Provider has filed with the City the certificates of insurance required in Section 11.1 above.

SIGNED AND APPROVED this _____ day of _____, 2025.

Signature page follows.

SIGNED AND APPROVED this ____ day of _____, 2025.

LAYTON CITY

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this _____ day of _____, 20_____, personally appeared before me JOY PETRO, who duly acknowledged to me that she is the MAYOR of LAYTON CITY, and that the document was signed by her on behalf of said corporation, and JOY PETRO acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

APPROVED AS TO FORM:

Clinton Drake
City Attorney

SIGNED this ____ day of _____, 2025.

SENA WAVE, LLC

By: _____
Its: _____

STATE OF _____)
: ss.
COUNTY OF _____)

On the ____ day of _____, 2025, personally appeared before me
(name of signer) _____, who, being by me duly sworn on oath
did say that he or she is the _____, who duly acknowledged
to me that he or she executed the same, and has authority to bind said company by his or her
signature to this Agreement, and that the foregoing instrument was signed on behalf of said
company.

NOTARY PUBLIC
My commission expires: _____