

**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 June 18, 2026**.

AGENDA ITEMS:

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

2. MUNICIPAL EVENT ANNOUNCEMENTS:

3. VERBAL PETITIONS AND PRESENTATIONS:

A. Proclamation – Family Strengthening Month

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. Storm Drain Agreement and Land Purchase Agreement between Layton City and 840ELM RE, LLC for the Midtown Crossing Detention Basin Facility – Resolution 26-34 – Approximately 1328 North Main Street

B. Amend Title 3, Chapter 3.15, Section 3.15.010 Regarding Sewer, Garbage, Recycling, and other Miscellaneous Rates and Fees in the Layton City Municipal Code Consolidated Fee Schedule – Ordinance 26-20

6. PUBLIC HEARINGS:

A. Text Amendment – Amend Layton City Municipal Code Title 19 Zoning, Chapter 19.21 Temporary and Seasonal Uses, Section 19.21.070 Seasonal Outdoor Vendors – Ordinance 26-15

B. Accept Public Comment on Changes in Compensation for Executive Municipal Officers as Proposed in the City Budget for Fiscal Year 2026-2027

C. Adopt the Budget, Property Tax Rate, and Compensation Schedule for Elective and Executive Municipal Officers for Fiscal Year 2026-2027 – Ordinance 26-19

D. Amend the Budget for Fiscal Year 2025-2026 – Ordinance 26-18

7. UNFINISHED BUSINESS:

ADJOURN:

Notice is hereby given that:

- A Redevelopment Agency (RDA) Meeting will be held at 5:30 PM. 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.

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

Item Number: 3.A.

Subject:

Proclamation – Family Strengthening Month

Background:

Mayor Petro will proclaim June 2026 as Family Strengthening Month.

Alternatives:

N/A

Recommendation:

N/A

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

Item Number: 5.A.

Subject:

Storm Drain Agreement and Land Purchase Agreement between Layton City and 840ELM RE, LLC for the Midtown Crossing Detention Basin Facility – Resolution 26-34 – Approximately 1328 North Main Street

Background:

Resolution 26-34 authorizes the execution of a Storm Drain Agreement and Land Purchase Agreement, between Layton City (City) and 840ELM RE, LLC, which approves the sale of real property at 1328 North Main Street (Property). The sale of the Property will facilitate the conversion of the existing detention basin to an underground facility with a parking area on top for use by 840ELM RE, LLC as part of their existing operation. The Property is encumbered by a permanent easement recorded on July 28, 2025 for storm water and utilities, which prohibits the construction of any structures. The Council has determined that the Property is not a ‘significant parcel of real property’ pursuant to Layton Municipal Code Section 2.53.042 and the Utah Code. The agreed-upon sales price for the property is \$205,000. 840ELM RE, LLC will construct and perpetually maintain the underground detention basin facility in accordance with the Long-Term Storm Water Maintenance Plan.

Alternatives:

Alternatives are to: 1) Adopt Resolution 26-34 approving the Storm Drain Agreement and Land Purchase Agreement, between Layton City and 840ELM RE, LLC for the Midtown Crossing Detention Basin Facility; 2) Adopt Resolution 26-34 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 26-34 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 26-34 approving the Storm Drain Agreement and Land Purchase Agreement, between Layton City and 840ELM RE, LLC for the Midtown Crossing Detention Basin Facility, and authorizing the Mayor to sign the necessary documents.

RESOLUTION 26-34

A RESOLUTION APPROVING A STORM DRAIN AGREEMENT AND LAND PURCHASE AGREEMENT, BETWEEN LAYTON CITY AND 840ELM RE, LLC, FOR THE MIDTOWN CROSSING DETENTION BASIN FACILITY, LOCATED AT APPROXIMATELY 1328 NORTH MAIN STREET

WHEREAS, Layton City (City) owns real property being used as a detention basin, which is located at approximately 1328 North Main Street; and

WHEREAS, 840ELM RE, LLC (Developer) owns real property abutting the detention basin and desires to acquire and utilize the detention basin area as part of their existing operation as a parking area; and

WHEREAS, in order to utilize the detention basin area as parking area, Developer desires to convert the detention basin to an underground detention basin facility with a parking area on top; and

WHEREAS, Layton City Development Guidelines and Design Standards 6.12.A.1 does not allow for the City to own and maintain an underground detention basin facility; and

WHEREAS, Developer desires to own and maintain the underground detention basin facility in perpetuity subject to the terms and conditions of the Storm Drain Agreement; and

WHEREAS, the City and Developer have agreed to the purchase and sale of Parcel 10-251-0018, for \$205,000.00, including other good and valuable consideration in Layton City, Davis County, (Property) for the purpose of constructing and maintaining an underground detention basin facility; and

WHEREAS, as part of the consideration for the sale of the Property, Developer, including any successors and assigns that have been approved pursuant to this Agreement, agree to construct and perpetually maintain the underground detention basin facility in accordance with the Long-Term Storm Water Maintenance Plan; and

WHEREAS, because the entire Property is encumbered by a permanent easement recorded on July 28, 2025, Entry No. 3627056, Book 8798, Page 1068-1071 for storm water and utilities which prohibits the construction of any structures, the Layton City Council has determined that the Property is not a 'significant parcel of real property' pursuant to Layton Municipal Code Section 2.53.042 and the Utah Code; and

WHEREAS, the City Council deems it to be in the best interest of the City to adopt and approve the Storm Drain Agreement and Land Purchase Agreement, between Layton City and 840ELM RE, LLC, for the Midtown Crossing Detention Basin Facility.

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

1. That the Storm Drain Agreement, Land Purchase Agreement, between Layton City and 840ELM RE, LLC, for the Midtown Crossing Detention Basin Facility, which is attached hereto and incorporated herein by this reference, be adopted and approved.

2. That the Mayor be authorized to sign the Storm Drain Agreement, Land Purchase Agreement, and any additional documents or contracts forthcoming in relation to the Storm Drain Agreement and Land Purchase Agreement with 840ELM RE, LLC on behalf of the City.

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

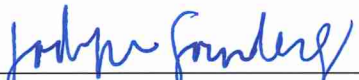
PASSED AND ADOPTED by the City Council of Layton, Utah this **18th** day of **June, 2026**.

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

for: 

CLINTON R. DRAKE, City Attorney



STEPHEN JACKSON, Department Director

STORM DRAIN AGREEMENT

This Storm Drain Agreement (“Agreement”) is entered into by and between 840ELM RE, LLC (“Developer”), Utah Department of Transportation (“UDOT”), and Layton City (“the City”) regarding the storm drain detention basin collecting water runoff from I-15, Midtown Crossing, Main Street Commons Subdivision, Angel Street Townhomes, and the development owned by Developer, dated this ___ day of _____, 2026. The above entities may also be individually referred to as a “Party” or collectively as “Parties.”

RECITALS

- A. WHEREAS, as part of the UDOT Layton I-15 Crossing project (roadway known as Midtown Crossing), UDOT purchased property for a detention basin that is essential to address the storm water runoff from the bridge and Midtown Crossing; and
- B. WHEREAS, the detention basin property was subsequently dedicated to Layton City; and
- C. WHEREAS, the detention basin has historically received and continues to receive storm water runoff from the Main Street Commons Subdivision and Angel Street Townhomes which was a condition of approval for the subdivision; and
- D. WHEREAS, Developer owns real property abutting the detention basin and desires to acquire and utilize the detention basin area as part of their existing operation as a parking area; and
- E. WHEREAS, in order to utilize the detention basin area as parking area, Developer desires to convert the detention basin to an underground detention basin facility with a parking area on top; and.
- F. WHEREAS, Layton City Development Guidelines and Design Standards 6.12.A.1 does not allow for the City to own and maintain an underground detention basin facility; and

- G. WHEREAS, Developer desires to own and maintain the underground detention basin facility in perpetuity subject to the terms and conditions of this Agreement; and
- H. WHEREAS, the City and Developer have agreed to the purchase and sale of Parcel 10-251-0018, for two hundred five thousand dollars (\$205,000.00), including other good and valuable consideration in Layton City, Davis County, (“the Property”) for the purpose of constructing and maintaining an underground detention basin facility.
- I. WHEREAS, as part of the consideration for the sale of the Property, Developer, including any successors and assigns that have been approved pursuant to this Agreement, agree to construct and perpetually maintain the underground detention basin facility in accordance with the Long-Term Storm Water Maintenance Plan; and
- J. WHEREAS, because the entire Property is encumbered by a permanent easement recorded on July 28, 2025, Entry No. 3627056, Book 8798, Page 1068-1071 for storm water and utilities which prohibits the construction of any structures, the Layton City Council has determined that the Property is not a 'significant parcel of real property' pursuant to Layton Municipal Code Section 2.53.042 and the Utah Code.

NOW THEREFORE, for the mutual promises of the Parties and for other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. **Purchase Price.** The City shall sell the Property to Developer for two hundred five thousand dollars (\$205,000.00), along with other good and valuable consideration as set forth herein, for the purpose of constructing a privately owned, maintained, and operated underground detention basin facility. The Property is a critical component of the City’s storm water system and infrastructure; therefore, even after the sale, its storm water detention capacity must be preserved

and maintained by Developer or any successor owner of the Property in accordance with the terms and conditions set forth herein.

2. **Permits and Approvals.** Developer shall be responsible for obtaining all necessary permits and approvals from the City, including approval of the facility's design and materials. Developer shall bear all associated permit fees. Ownership of the Property shall not transfer until the site plan has been approved by the City through its standard procedures. This Agreement does not guarantee such approval, and no approval shall be granted unless the site plan fully complies with all applicable laws, ordinances, regulations, codes, and standards.

3. **Construction.** Developer shall construct at Developer's full expense an underground detention basin within the development boundary in accordance with the site plan ("Site Plan") attached as Exhibit C to detain its development storm water runoff, as well as the storm drain runoff from Angel Street Townhomes, Kohl's, a portion of Les Schwab's property, Midtown Crossing, other public streets, and UDOT on I-15 as shown in Exhibit A, which is attached hereto and incorporated by this reference. The Site Plan contains all required improvements Developer must construct under this Agreement. If there are any changes to the Site Plan, Developer will be required to obtain the City's approval of such changes prior to their installation and/or construction.

4. **Detention Basin Capacity.** The underground detention basin to be constructed on the Property shall maintain a minimum capacity of 1.87 acre feet and any additional capacity required as identified by the drainage analysis for site plan improvements proposed by Developer.

5. **Cross Access Easement.** Developer shall maintain the cross access easement recorded in Entry 3627057 Book 8798 Page 1072-1076 on July 17, 2025, for the roadway on the

detention pond parcel and a private storm drain detention easement in favor of the Parties and other users of the underground detention basin for such use.

6. **Obligation to Receive Storm Water.** Developer acknowledges and accepts the obligation to receive storm drainage water from the Parties and current users of the storm drainage system in perpetuity as identified in Exhibit A.

7. **Relocation of Existing Storm Drain Outfall Pipe.** If, in the City's reasonable opinion, the development of the Developer site requires the relocation of the existing storm drain outfall pipe system, the relocation shall be at Developer's full expense and Developer shall establish a 20-foot storm drain easement that includes the City as a party to protect the line.

8. **Ownership and Maintenance Obligations.** Upon completion of the purchase and sale of the Property, ownership and maintenance of the existing storm drain system located on the Property, and any future underground detention basin constructed on the Property, shall be the sole responsibility of Developer, as further described herein and in Exhibit B, which is attached hereto and incorporated by this reference. The respective responsibilities of the Parties, as well as those of any neighboring properties (including those referenced in this Agreement) that currently discharge or will continue to discharge into the detention basin, are more fully detailed in Exhibit B, and summarized as follows:

(a) **Maintenance by Private Lot Owners.** Individual lot owners within the Main Street Commons subdivision and Angel Street Townhomes ("**Lot Owners**") shall own and maintain all storm drain lines within their respective parcels.

(b) **Maintenance by the City.** The City shall own and maintain the system within 1400 North and Midtown Crossing rights of way.

(c) **Maintenance by Developer.** Developer shall own and maintain the storm drain system located within its parcels, including the system extending from the basin control structure to the UDOT system in Main Street. Developer shall also have the ongoing responsibility to maintain the detention basin in accordance with all applicable laws and regulations, industry standards, and all MS4 post-construction control requirements. Maintenance of the storm drain detention basin shall be carried out in accordance with the Long-Term Stormwater Maintenance Plan to be established with the site plan final approval. The Parties acknowledge that maintenance obligations may change over time as required by the State of Utah MS4 Permit and agree to abide by any future legislative or administrative changes.

(d) **Maintenance By UDOT.** UDOT shall own and maintain the system within the I-15 right of way and to the connection point with Kohl's system.

9. **Right to Enter and Inspect.** The current detention basin is a critical part of the City's storm drain infrastructure that receives storm water runoff from public and private properties and therefore the operation and maintenance of the detention basin is a matter of public safety that impacts the health, safety and welfare of the public. Accordingly, Developer grants to the City, including its authorized agents and employees, the right to inspect the detention basin and associated storm drain facilities as outlined in the Long Term Storm Water Maintenance Agreement, which is incorporated by this reference, except in the case of an emergency, where immediate access and action may be taken by the City as necessary to protect public health, safety, or property as solely determined by the City as further described in Paragraph 10 herein. Failure to comply with inspection findings or allow access as provided herein shall constitute a material breach of this Agreement, entitling the City to all available legal or equitable remedies.

10. **Surety Bond and Reimbursement of Costs.** Developer shall provide a \$25,000 surety bond to the City prior to the commencement of construction, which the City may draw upon to repair or maintain the detention basin and associated storm drain facilities in the event Developer fails to repair and maintain as described herein.

(a) **Bond Replenishment.** If any portion of the bond is used, Developer shall promptly replenish the bond to its full \$25,000 amount. If the City incurs costs exceeding the bond amount, Developer shall be responsible for reimbursing the City for all excess costs.

(b) **Emergency Action by the City.** In emergency situations, the City may take immediate action to repair or maintain the facilities without prior notice to Developer. The City shall not be liable for any damage resulting from such emergency actions, and Developer shall reimburse the City for all costs incurred in connection therewith. If Developer fails to reimburse the City in a timely manner, the City may use any remaining bond funds, and Developer shall remain obligated to restore the bond to its original value.

(c) **Notice and Cure Period.** If the City determines that the facilities are not being maintained in accordance with applicable standards, it shall provide Developer with written notice of the deficiencies. Developer shall have ten (10) business days from the date of the notice—delivered by hand or by mail to the Developer’s address—to correct the identified issues or such longer period if required by the nature of the deficiency so long as Developer begins the cure during the 10-day period and pursued the cure to completion in a timely manner. If Developer fails to cure the deficiencies within that time, the City may enter the Property and perform all work necessary to remedy the situation.

(d) **City’s Right to Cure and Recover Costs.** In such cases, Developer shall reimburse the City for all costs actually incurred within thirty (30) days of receiving written notice

of the charges and evidence supporting the same. The City may use all or a portion of the surety bond to cover these costs. If the bond is used, Developer shall immediately replenish it to the full \$25,000 amount. If the City's costs exceed the bond amount, Developer shall reimburse the City for the difference in addition to replenishing the bond in full.

11. **No Obligation for City to Maintain or Repair.** It is expressly understood and agreed that upon the sale of the Property, the City shall have no obligation to maintain or repair the detention basin and associated storm drain facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. This paragraph is in addition to and not in lieu of any and all legal remedies available to the City as provided by law for Developer's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

12. **Governing Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

13. **Severability.** If any provision of this Agreement or the application thereof to any Party or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.

14. **Agreement Binding.** The provisions of this Agreement shall bind and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

15. **Further Assurances.** The Parties hereby agree for themselves, and for their successors and assigns, to execute any instruments and to perform any act which may be necessary or proper to carry out the purposes of this Agreement.

16. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof, and all prior negotiations, understandings, representations, inducements and agreements, whether oral or written, and whether made by a Party hereto or by any one acting on behalf of a Party, shall be deemed to be merged in this Agreement and shall be of no further force or effect.

17. **Amendments Must be in Writing.** No amendment, modification, or change in this Agreement shall be valid or binding unless reduced to writing and signed by all of the Parties hereto.

18. **Attorney Fees and Costs.** If any action is brought because of any breach of or to enforce, interpret, rescind, or terminate any of the provisions of this Agreement, or to pursue any remedy provided hereunder, or by applicable law, the Party prevailing in such action shall be entitled to recover from the other Party reasonable attorney fees and court costs incurred in connection with such action, regardless of whether such action or remedy is pursued by filing suit or otherwise, and regardless of whether such fees and/or costs are incurred in connection with any bankruptcy proceeding. The amount of such fees and costs shall be fixed by the court and made a part of any judgment rendered.

19. **Indemnification and Insurance.** This Agreement imposes no liability of any kind whatsoever on the City, and Developer agrees to hold the City harmless from any liability in the event the detention basin and associated storm drain facilities fail to operate properly. Developer shall indemnify and hold the City harmless for any and all damages, accidents, causalities, occurrences, or claims which might arise or be asserted against the City for the construction, presence, existence, or maintenance of the detention basin and associated storm drain facilities. Developer shall maintain adequate liability insurance of at least \$1,000,000 per occurrence and at

least \$2,000,000 in the aggregate, and include the City and UDOT as an additional insured. Developer shall produce proof of said insurance to the City upon request.

20. **No Third Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

21. **Incorporation by Reference.** The recitals set forth in this Agreement, and the exhibits identified herein, are incorporated and made a part of this Agreement by reference.

22. **Counterparts.** This Agreement may be executed in any number of counterparts and by each of the Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof.

23. **Electronic Signatures.** The electronic transmission of a signed original of this Agreement or any counterpart hereof, and the retransmission of any signed electronic transmission hereof shall be the same as delivery of an original.

24. **Assignment and Binding Effect.** All covenants and agreements contained herein shall be binding upon the Parties and their respective successors in interest. No Party shall assign this Agreement nor any interest hereunder without first obtaining the written consent of the other Party. No transfer shall be valid unless the transferee has executed the deed restriction required under Paragraph 26 and provided satisfactory evidence of recording with the Davis County Recorder's Office.

25. **Restriction on Transfer; Assumption of Obligations by Successors.** Developer shall not sell, assign, or otherwise transfer ownership or any interest in the Property without first

obtaining the written consent of the City, which shall not be unreasonably withheld. Any approved successor or assignee shall be required to enter into a written agreement with the City, in a form approved by the City, expressly assuming all obligations, responsibilities, and liabilities of Developer under this Agreement, including without limitation the obligation to own, operate, maintain, and repair the detention basin and storm drain facilities in perpetuity. No transfer shall relieve Developer of its obligations under this Agreement unless and until the City has received such written agreement from the successor and has approved the transfer in writing. Any unauthorized transfer shall be deemed a material breach of this Agreement.

26. **Deed Restriction and Recording Requirement.** As a condition of the sale and prior to the transfer of the Property, Developer shall execute and cause to be recorded, in a form acceptable to the City, a deed restriction or covenant running with the land that memorializes the ongoing obligations set forth in this Agreement, including but not limited to: (i) the operation, maintenance, and repair of the underground detention basin and storm drain facilities; (ii) the City's inspection and enforcement rights; (iii) the requirement that successors and assigns assume these obligations in writing; and (iv) restrictions on the use of the Property, including limitations on structures due to the storm water easement. The deed restriction shall include the City as a third-party beneficiary and shall not be released, modified, or terminated without the City's prior written consent. Proof of such recording shall be provided to the City prior to closing.

27. **Effective Date.** The effective date of this Agreement shall be the date on which the last Party executes it.

LAYTON CITY CORPORATION

JOY PETRO
Mayor

ATTEST:

KIMBERLY S READ
City Recorder

STATE OF UTAH
§
COUNTY OF DAVIS

On this _____ day of _____, 20____, personally appeared before me Joy Petro, who being duly sworn, did say that he/she is the Mayor of LAYTON CITY, a municipal corporation of the State of Utah, and that the foregoing Layton City – Storm Water Agreement was signed in his/her capacity as land use authority on behalf of the City for approval.

NOTARY PUBLIC

Approved as to Form:

for: [Signature]

City Attorney

[Signature]

City Engineer

DEVELOPER:

840ELM RE, LLC

**SSYA NET LEASE FUND GP, LLC -
GENERAL PARTNER – 840ELM RE, LLC**

**STOKES STEVENSON NET LEASE FUND
GP, LLC & STOKES STEVENSON MGT
NWQ, LLC – CO-MANAGERS 1 & 2 – SSYA
NET LEASE FUND GP, LLC**

**BES INVESTMENT FUND, LLC – MANAGER
– STOKES STEVENSON NET LEASE FUND
GP, LLC & STOKES STEVENSON MGT
NWQ, LLC**



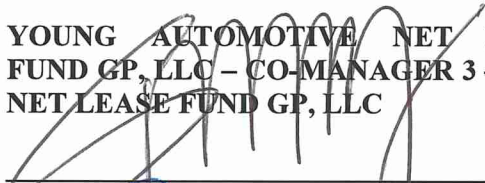
DEVELOPER'S SIGNATURE

(Signature must be notarized on following page)

Bryan E. Stevenson – Manager – BES INVESTMENT
FUND, LLC – Manager – Stokes Stevenson Net Lease
Fund GP, LLC & STOKES STEVENSON MGT
NWQ, LLC – Co-Managers 1 & 2 – SSYA NET
LEASE FUND GP, LLC – General Partner – 840ELM
RE, LLC

DEVELOPER'S PRINTED NAME & TITLE

**YOUNG AUTOMOTIVE NET LEASE
FUND GP, LLC – CO-MANAGER 3 – SSYA
NET LEASE FUND GP, LLC**



DEVELOPER'S SIGNATURE

(Signature must be notarized on following page)

Spencer W. Young II – Manager – Young Automotive
Net Lease Fund GP, LLC – Co-Manager 3 – SSYA
NET LEASE FUND GP, LLC – General Partner –
840ELM RE, LLC

DEVELOPER'S PRINTED NAME & TITLE



DEVELOPER'S SIGNATURE

(Signature must be notarized on following page)

Spencer W. Young – Manager – Young Automotive
Net Lease Fund GP, LLC – Co-Manager 3 – SSYA
NET LEASE FUND GP, LLC – General Partner –
840ELM RE, LLC

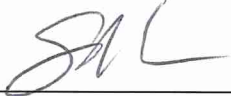
DEVELOPER'S PRINTED NAME & TITLE

*** DEVELOPER 840ELM RE, LLC NOTARY PAGE TO FOLLOW ***

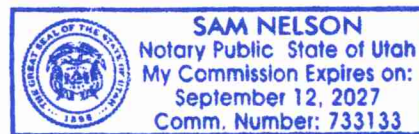
DEVELOPER 840ELM RE, LLC NOTARY PAGE

STATE OF Utah
COUNTY OF Salt Lake §

On this 10th day of June, 2026, personally appeared before me Bryan E. Stevenson, who being by me duly sworn did say that he/she is the Manager of BES INVESTMENT FUND, LLC, a limited liability company, that BES INVESTMENT FUND, LLC is the Manager of Stokes Stevensen Net Lease Fund GP, LLC & STOKES STEVENSON MGT NWQ, LLC, limited liability companies, that Stokes Stevensen Net Lease Fund GP, LLC & STOKES STEVENSON MGT NWQ, LLC are 2 of the 3 Co-Managers of SSYA NET LEASE FUND GP, LLC, a limited liability company, that SSYA NET LEASE FUND GP, LLC is the General Partner of 840ELM RE, LLC and that 840ELM RE, LLC is the legal property owner of record of the property subject to this Layton City - Storm Drain Agreement and that the foregoing Layton City - Storm Drain Agreement was signed in behalf of said company by authority, and he/she acknowledged to me that said company executed the same.

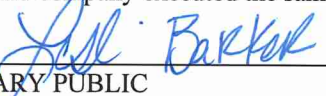


NOTARY PUBLIC



STATE OF Utah
COUNTY OF Davis §

On this 9TH day of June, 2026, personally appeared before me Spencer W. Young II, who being by me duly sworn did say that he/she is the Manager of Young Automotive Net Lease Fund GP, LLC, a limited liability company, that Young Automotive Net Lease Fund GP, LLC is 1 of the 3 Co-Managers of SSYA NET LEASE FUND GP, LLC, a limited liability company, that SSYA NET LEASE FUND GP, LLC is the General Partner of 840ELM RE, LLC and that 840ELM RE, LLC is the legal property owner of record of the property subject to this Layton City - Storm Drain Agreement and that the foregoing Layton City - Storm Drain Agreement was signed in behalf of said company by authority, and he/she acknowledged to me that said company executed the same.

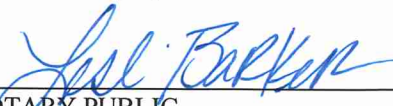


NOTARY PUBLIC



STATE OF Utah
COUNTY OF Davis §

On this 9TH day of June, 2026, personally appeared before me Spencer W. Young, who being by me duly sworn did say that he/she is the Manager of Young Automotive Net Lease Fund GP, LLC, a limited liability company, that Young Automotive Net Lease Fund GP, LLC is 1 of the 3 Co-Managers of SSYA NET LEASE FUND GP, LLC, a limited liability company, that SSYA NET LEASE FUND GP, LLC is the General Partner of 840ELM RE, LLC and that 840ELM RE, LLC is the legal property owner of record of the property subject to this Layton City - Storm Drain Agreement and that the foregoing Layton City - Storm Drain Agreement was signed in behalf of said company by authority, and he/she acknowledged to me that said company executed the same.



NOTARY PUBLIC



UTAH DEPARTMENT OF TRANSPORTATION (UDOT)

By: _____

Title: _____

STATE OF UTAH

§

COUNTY OF _____

On this _____ day of _____, 20____, personally appeared before me _____, who being by me duly sworn did say that he/she is the _____ of UTAH DEPARTMENT OF TRANSPORTATION, a _____ corporation, and that the foregoing Storm Drain Agreement was signed in behalf of said corporation, and he/she acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

EXHIBIT A Detention Pond Users



EXHIBIT A



MAIN STREET COMMONS DETENTION POND		
OWNER	DRAINAGE AREA (ACRE)	% OF TOTAL
KOHL'S	9.11	41.4%
UDOT I-15	4.14	18.8%
LAYTON CITY STREET	2.65	12.0%
ANGEL STREET TOWNHOMES	2.55	11.6%
840ELM	2.48	11.3%
LAYTON CITY PARCEL	0.89	4.0%
LES SCHWAB	0.18	0.8%

EXHIBIT B Existing Storm Drain Infrastructure

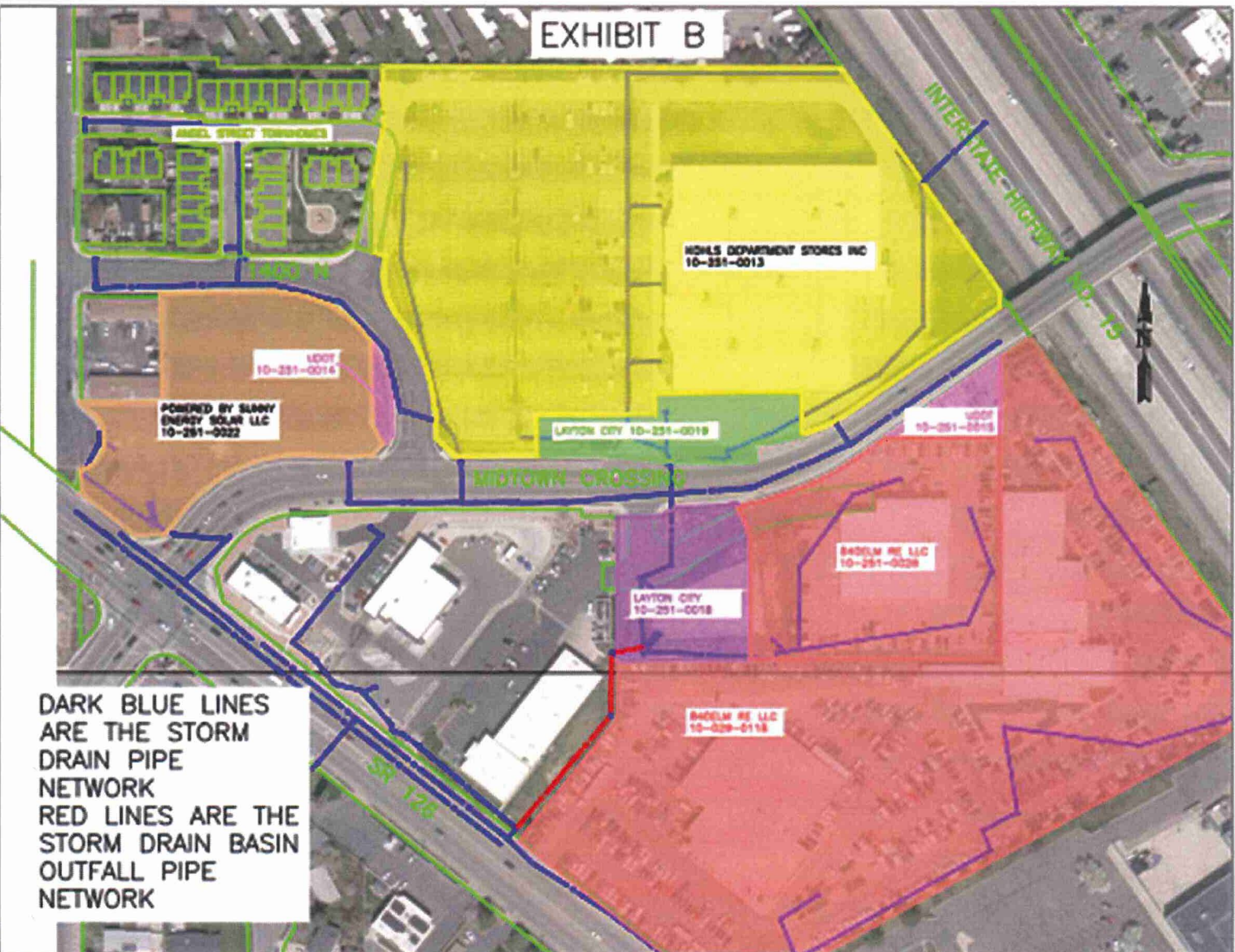
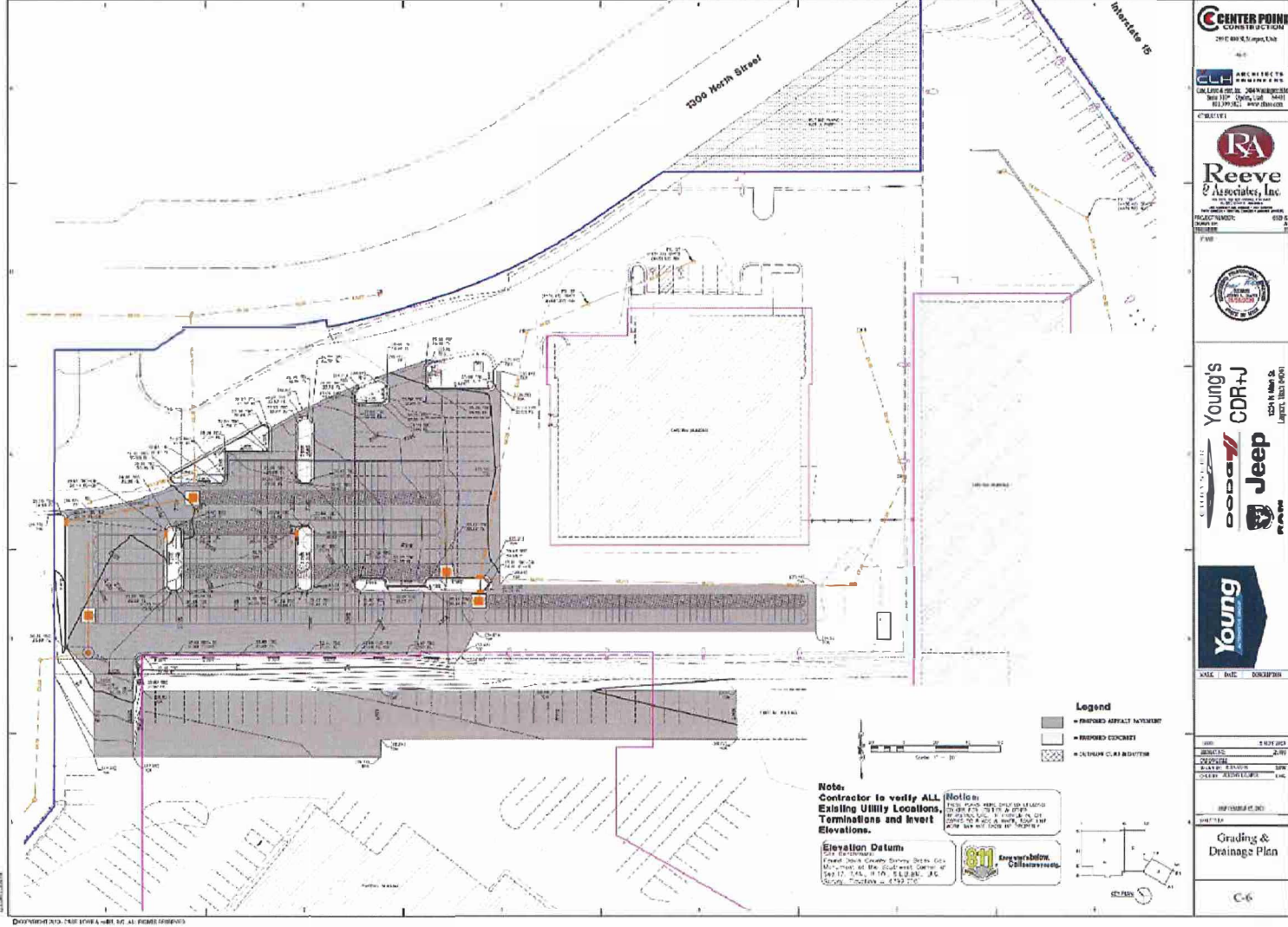


EXHIBIT C – Page 1 of 2
 Site Plan
 Full scale site plan is on file with Layton City Engineering



Full scale site plan is on file with Layton City Engineering



LAND PURCHASE AGREEMENT

Purchaser: 840ELM RE, LLC
1215 Wilmington Ave STE 120
Salt Lake City, Utah 84106

Seller: LAYTON CITY CORPORATION
437 North Wasatch Drive
Layton, Utah 84041

Parcel No. 10-251-0018

This Land Purchase Agreement ("Agreement") between the Purchaser and Seller is entered into this ____ day of _____, 2026.

WHEREAS, the Purchaser desires to purchase and the Seller is willing to sell certain real property located at approximately 1328 N Main Street, Layton, Utah; and

WHEREAS, this Agreement constitutes an accurate understanding and a complete agreement of the parties.

NOW, THEREFORE, PURCHASER AND SELLER AGREE AS FOLLOWS:

1. Purchase: Seller agrees to sell and the Purchaser agrees to purchase certain real property located at approximately 1328 N Main Street, Layton, Davis County, State of Utah, which property is more particularly described on Exhibit "A" attached and incorporated hereto.
2. Purchase Price: The purchase price of the above-described property shall be \$205,000.00 to be paid on or before closing.
3. Deed Provision: A Warranty Deed shall be made out to the Purchaser with title vested as follows:

840ELM RE, LLC

4. Title Approval: Purchaser agrees to acquire, at Purchaser's option, an owner's standard title policy to Purchaser for the amount of sale with the usual exceptions, or an abstract extending down to the date of the deed showing good marketable title in Seller. Purchaser shall have a reasonable time to examine the title report before delivery of the deed. Acceptance of the property shall be subject to the approval of the preliminary title report by both parties. Purchaser shall pay for the title insurance policy.
5. Closing Date: This transaction shall close and the deed or contract be delivered on or before August 31, 2026. Possession of the parcel shall be concurrent with the recording of the deed.
6. Expenses: Closing expenses shall be paid by the Purchaser.

7. Representations: Purchaser declares that the property has been personally inspected and the same is being purchased upon personal examination and judgment and not through any representation made by Seller or Seller's agent, as to its location, value, future value or zoning.
8. Attorney's Fees: If either party fails to comply with the terms of this Agreement, said party shall pay all expenses of enforcing this Agreement, or any right arising out of the breach thereof, including reasonable attorney's fees.
9. Entire Agreement: The terms of this Agreement constitute the entire preliminary contract between the parties, and any modifications must be in writing and signed by both parties.
10. Successors and Assigns: This Agreement is binding upon all heirs, purchasers, and any other current and subsequent holders or owners of interest in the subject property.

This is a legally binding document. If not understood, seek competent advice.

*** SIGNATURES & NOTARY PAGES TO FOLLOW ***

DATED this _____ day of _____, 20 ____.

SELLER:

LAYTON CITY CORPORATION

JOY PETRO, Mayor

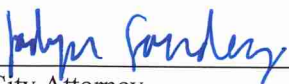
ATTEST:

KIMBERLY S READ, City Recorder

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 foregoing Layton City – Land Purchase Agreement was signed by her in behalf of said corporation, and JOY PETRO acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

Approved as to Form:

For: 
City Attorney


City Engineer

PURCHASER:

840ELM RE, LLC

**SSYA NET LEASE FUND GP, LLC -
GENERAL PARTNER – 840ELM RE, LLC**

**STOKES STEVENSON NET LEASE FUND
GP, LLC & STOKES STEVENSON MGT
NWQ, LLC – CO-MANAGERS 1 & 2 –
SSYA NET LEASE FUND GP, LLC**

**BES INVESTMENT FUND, LLC – MANAGER
– STOKES STEVENSON NET LEASE FUND
GP, LLC & STOKES STEVENSON MGT
NWQ, LLC**

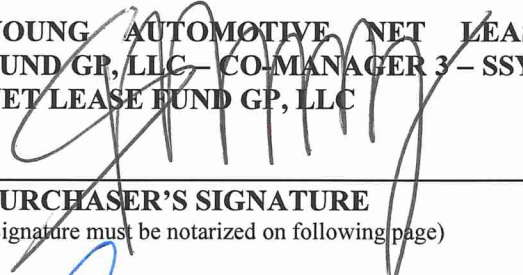


PURCHASER'S SIGNATURE

(Signature must be notarized on following page)

Bryan E. Stevenson – Manager – BES INVESTMENT
FUND, LLC – Manager – Stokes Stevenson Net Lease
Fund GP, LLC & STOKES STEVENSON MGT
NWQ, LLC – Co-Managers 1 & 2 – SSYA NET
LEASE FUND GP, LLC – General Partner – 840ELM
RE, LLC

PURCHASER'S PRINTED NAME & TITLE



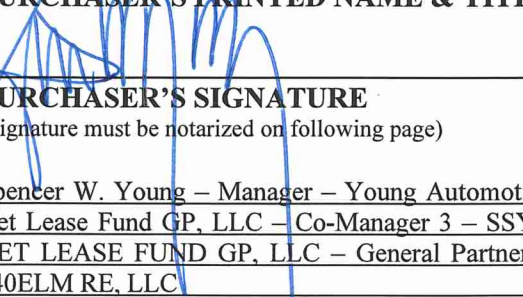
**YOUNG AUTOMOTIVE NET LEASE
FUND GP, LLC – CO-MANAGER 3 – SSYA
NET LEASE FUND GP, LLC**

PURCHASER'S SIGNATURE

(Signature must be notarized on following page)

Spencer W. Young II – Manager – Young Automotive
Net Lease Fund GP, LLC – Co-Manager 3 – SSYA
NET LEASE FUND GP, LLC – General Partner –
840ELM RE, LLC

PURCHASER'S PRINTED NAME & TITLE



PURCHASER'S SIGNATURE

(Signature must be notarized on following page)

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Net Lease Fund GP, LLC – Co-Manager 3 – SSYA
NET LEASE FUND GP, LLC – General Partner –
840ELM RE, LLC

PURCHASER'S PRINTED NAME & TITLE

*** PURCHASER NOTARY PAGE TO FOLLOW ***

PURCHASER NOTARY PAGE

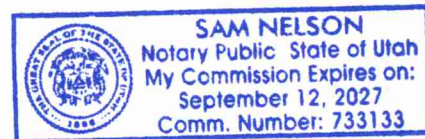
STATE OF Utah

COUNTY OF Salt Lake §

On this 10th day of June, 20 26, personally appeared before me Bryan E. Stevenson, who being by me duly sworn did say that he/she is the Manager of BES INVESTMENT FUND, LLC, a limited liability company, that BES INVESTMENT FUND, LLC is the Manager of Stokes Stevensen Net Lease Fund GP, LLC & STOKES STEVENSON MGT NWQ, LLC, limited liability companies, that Stokes Stevensen Net Lease Fund GP, LLC & STOKES STEVENSON MGT NWQ, LLC are 2 of the 3 Co-Managers of SSYA NET LEASE FUND GP, LLC, a limited liability company, that SSYA NET LEASE FUND GP, LLC is the General Partner of 840ELM RE, LLC and that 840ELM RE, LLC is the legal property owner of record of the property subject to this Layton City - Land Purchase Agreement and that the foregoing Layton City - Land Purchase Agreement was signed in behalf of said company by authority, and he/she acknowledged to me that said company executed the same.

[Signature]
NOTARY PUBLIC

STATE OF Utah
COUNTY OF Davis §



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[Signature]
NOTARY PUBLIC



EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 10-251-0018

A PARCEL OF LAND IN FEE FOR THE CONSTRUCTION OF MIDTOWN CROSSING KNOWN AS PROJECT NO. S-I15-7(329)332, BEING PART OF AN ENTIRE TRACT OF PPTY KNOWN AS LOT 3 OF THE MAIN STREET COMMONS SUB, SIT IN THE NW 1/4 SW 1/4 OF SEC 17-T4N-R1W, SLB&M. THE BNDRY OF SD PARCEL OF LAND ARE DESC AS FOLLOWS: BEG AT A W'LY COR OF SD ENTIRE TRACT WH COR IS 931.73 FT S 00°03'20" E ALG THE SEC LINE & 783.61 FT N 89°56'40" E FR THE W 1/4 COR OF SD SEC 17, SD COR IS ALSO APPROXIMATELY 47.91 FT PERP'LY DISTANT S'LY FR THE MIDTOWN CROSSING CONTROL LINE OPPOSITE ENGINEER STATION 111+77.19; & RUN TH N 89°54'45" E 61.81 FT TO A PT 47.92 FT PERP'LY DISTANT S'LY FR SD CONTROL LINE OPPOSITE ENGINEER STATION 112+39.00; TH N 55°50'05" E 23.94 FT TO A LINE PARALLEL WITH & 34.50 FT PERP'LY DISTANT S'LY FR SD CONTROL LINE OPPOSITE ENGINEER STATION 112+58.83; TH N 89°54'38" E 44.20 FT ALG SD PARALLEL LINE TO A PT IN A 363.82 FT RAD NON-TANGENT CURVE TO THE LEFT (NOTE: CENTER BEARS N 03°33'54" W); TH E'LY 42.63 FT ALG THE ARC OF SD CURVE THROUGH A DELTA OF 06°42'50" (NOTE: CHORD TO SD CURVE BEARS N 83°04'41" E FOR A DIST OF 42.61 FT) TO A PT 31.92 FT RADIALLY DISTANT S'LY FR SD CONTROL LINE OPPOSITE ENGINEER STATION 113+41.70; TH S 06°47'16" E 4.51 FT TO A PT 36.43 FT RADIALLY DISTANT S'LY FR SD CONTROL LINE OPPOSITE ENGINEER STATION 113+41.70 TO A PT IN A 368.32 FT RAD NON-TANGENT CURVE TO THE LEFT (NOTE: CENTER BEARS N 10°14'10" W); TH E'LY 11.03 FT ALG THE ARC OF SD CURVE THROUGH A DELTA OF 01°42'54" (NOTE: CHORD TO SD CURVE BEARS N 78°54'22" E 11.02 FT) TO A PT IN THE E'LY BNDRY LINE OF SD ENTIRE TRACT WH PT IS 35.77 FT RADIALLY DISTANT S'LY FR SD CONTROL LINE TO A PT IN A 143.00 FT RAD NON-TANGENT CURVE TO THE RIGHT (NOTE: CENTER BEARS N 27°33'29" W); TH ALG SD E'LY BNDRY LINE OF SD ENTIRE TRACT THE FOLLOWING THREE (3) COURSES: (1) SW'LY 10.72 FT ALG THE ARC OF SD CURVE THROUGH A DELTA OF 04°17'40" (NOTE: CHORD TO SD CURVE BEARS S 64°35'21" W); (2) TH S 23°15'30" E 41.17 FT; (3) S 00°05'10" E 175.41 FT TO A S'LY BNDRY LINE OF SD ENTIRE TRACT; TH S 89°54'50" W 186.01 FT ALG SD S'LY BNDRY LINE TO A W'LY BNDRY LINE OF SD ENTIRE TRACT; TH N 00°05'10" W 201.72 FT ALG SD W'LY BNDRY LINE TO THE POB. CONT. 0.891 ACRES

Mail filed copy to:
Address: 437 N. WASATCH DR.
LAYTON, UT 84041

WARRANTY DEED

Layton City Corporation, of 437 North Wasatch Drive, Layton, County of Davis, State of Utah, GRANTOR, hereby **CONVEYS** and **WARRANTS** to 840ELM RE, LLC, GRANTEE, of 1215 Wilmington Ave STE 120, Salt Lake City, County of Salt Lake, State of Utah, for the sum of Ten dollars and/or other valuable consideration, the following described tract of land in Davis County, State of Utah:

Any interest in the following described property from parcel 10-251-0018:

SEE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION

Title to the conveyed property shall be subject to current taxes, easements, rights-of-way of record or apparent of the property.

SIGNATURES & NOTARIES ARE ON THE FOLLOWING PAGES

WITNESS the hand of said Grantors, this ____ day of _____, 20__.

GRANTOR:

LAYTON CITY CORPORATION

JOY PETRO
Mayor

ATTEST:

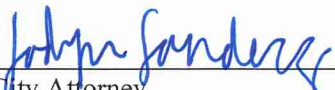
KIMBERLY S READ
City Recorder

STATE OF UTAH
 §
COUNTY OF DAVIS

On this _____ day of _____, 20__, personally appeared before me Joy Petro, who being duly sworn, did say that he/she is the Mayor of LAYTON CITY, a municipal corporation of the State of Utah, and that the foregoing Layton City - Warranty Deed was signed in his/her capacity as land use authority on behalf of the City for approval.

NOTARY PUBLIC

Approved as to Form:

For: 
City Attorney


City Engineer

GRANTEE:

840ELM RE, LLC

**SSYA NET LEASE FUND GP, LLC -
GENERAL PARTNER – 840ELM RE, LLC**

**STOKES STEVENSON NET LEASE FUND
GP, LLC & STOKES STEVENSON MGT
NWQ, LLC – CO-MANAGERS 1 & 2 –
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**BES INVESTMENT FUND, LLC – MANAGER
– STOKES STEVENSON NET LEASE FUND
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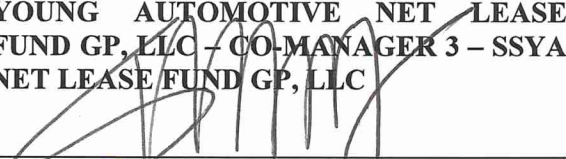

GRANTEE'S SIGNATURE

(Signature must be notarized on following page)

Bryan E. Stevenson – Manager – BES INVESTMENT
FUND, LLC – Manager – Stokes Stevenson Net Lease
Fund GP, LLC & STOKES STEVENSON MGT
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LEASE FUND GP, LLC – General Partner – 840ELM
RE, LLC

GRANTEE'S PRINTED NAME & TITLE

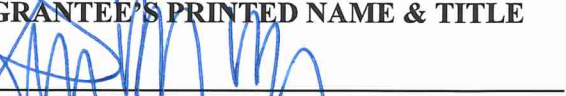
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*** GRANTEE NOTARY PAGES TO FOLLOW ***

GRANTEE NOTARY PAGE

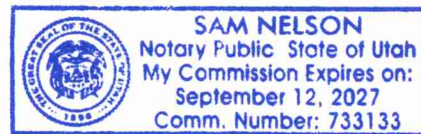
STATE OF Utah
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NOTARY PUBLIC

STATE OF Utah
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PARCEL 10-251-0018

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When recorded, mail to:

Layton City Corporation
Attn: Layton City Recorder
437 N. Wasatch Dr.
Layton, Utah 84041

Affects Parcel No(s): 10-251-0018

LAYTON CITY
LONG-TERM STORM WATER
MAINTENANCE AGREEMENT

This Long-Term Storm Water Facilities Maintenance Agreement ("Agreement") is made and entered into this ____ day of _____, 20____, by and between Layton City, a Utah municipal corporation ("City"), and 840ELM RE, LLC, a Limited Liability Company ("Owner").

RECITALS

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the City, as set forth in the Layton City Storm Water Ordinance, as amended ("Ordinance"), adopted pursuant to the Utah Water Quality Act, as set forth in *Utah Code Ann. §§ 19-5-101, et seq.*, as amended ("Act"); and

WHEREAS, the Owner hereby represents and acknowledges that it is the owner in fee simple of certain real property more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, the Owner desires to build or develop the Property and/or to conduct certain regulated construction activities on the Property which will alter existing storm and surface water conditions on the Property and/or adjacent lands; and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner desires to build and maintain at Owner's expense a storm and surface water management facility or improvements ("Storm Water Facilities"); and

WHEREAS, the Storm Water Facilities are more particularly described and shown in the final site plan or subdivision approved for the Property and related engineering drawings, and any amendments thereto, which plans and drawings are on file with the City and are hereby incorporated herein by this reference ("Development Plan"); and

WHEREAS, summary description of all Storm Water Facilities, details and all appurtenance draining to and affecting the Storm Water Facilities and establishing the standard operation and routine maintenance procedures for the Storm Water Facilities, and control measures installed on the Property, (Long-Term Storm Water Management Plan”) more particularly shown in Exhibit “B” on file with the City Recorder and

WHEREAS, as a condition of Development Plan approval, and as required as part of the City's Small MS4 UPDES General Permit from the State of Utah, Owner is required to enter into this Agreement establishing a means of documenting the execution of the Long-Term Storm Water Management Plan and

NOW, THEREFORE, in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of the City's approval of the Development Plan, and the mutual covenants contained herein, the parties agree as follows:

1. Construction of Storm Water Facilities. The Owner shall, at its sole cost and expense, construct the Storm Water Facilities in strict accordance with the plans and specifications identified in the Development Plan, and any amendments thereto which have been approved by the City.
2. Maintenance of Storm Water Facilities. The Owner shall, at its sole cost and expense, adequately maintain the Storm Water Facilities. Owner's maintenance obligations shall include all pipes and channel built to convey storm water, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance, for purposes of this Agreement, is defined as good working condition so that the Storm Water Facilities are performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Storm Water Facilities in good working condition. In the event that a maintenance schedule is set forth in the Long-Term Storm Water Management Plan, such maintenance schedule shall be followed.
3. Annual Inspection of Storm Water Facilities. The Owner shall, at its sole cost and expense, inspect the Storm Water Facilities and submit an inspection report and certification to the City annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Storm Water Facilities. The annual inspection shall cover all aspects of the Storm Water Facilities, including, but not limited to, the parking lots, the structural improvements, berms, channels, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the inspection report. The report shall also contain a certification as to whether adequate maintenance has been performed and whether the structural controls are operating as designed to protect water quality. The annual inspection report and certification shall be due by June 30th of each year and shall be on forms acceptable to the City.
4. City Oversight Inspection Authority. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities whenever deemed necessary by the City. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Storm Water Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and the Storm Water Facilities Maintenance Plan.

5. Notice of Deficiencies. If the City finds that the Storm Water Facilities contain any defects or are not being maintained adequately, the City shall send Owner written notice of the defects or deficiencies and provide Owner with a reasonable time to cure such defects or deficiencies. Such notice shall be hand-delivered to the Owner or sent certified mail to the Owner at the Property address.
6. Owner to Make Repairs. The Owner shall, at its sole cost and expense, make such repairs, changes or modifications to the Storm Water Facilities as may be determined as reasonably necessary by the City within the required cure period to ensure that the Storm Water Facilities are adequately maintained and continue to operate as designed and approved.
7. City's Corrective Action Authority. In the event the Owner fails to adequately maintain the Storm Water Facilities in good working condition acceptable to the City, after due notice of deficiencies as provided in Section 5, the City may enter upon the Property and take whatever steps necessary to correct deficiencies and to charge the costs of such repairs to the Owner. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Storm Water Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The actions described in this Section are in addition to and not in lieu of any and all legal remedies available to the City as provided by law for Owner's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.
8. Reimbursement of Costs. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments.
9. Successors and Assigns. This Agreement shall be recorded in the Davis County Recorder's Office and the covenants and agreements contained herein shall run with the land and whenever the Property shall be held, sold, conveyed or otherwise transferred, it shall be subject to the covenants, stipulations, agreements and provisions of this Agreement which shall apply to, bind and be obligatory upon the Owner hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property described herein.
10. Severability Clause. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the Owner, its successors and assigns, is held invalid, the remainder of this Covenant shall not be affected thereby.
11. Utah Law and Venue. This Agreement shall be interpreted under the laws of the State of Utah. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Davis County, Utah.

12. Indemnification. This Agreement imposes no liability of any kind whatsoever on the City, and the Owner agrees to hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly. The Owner shall indemnify and hold the City harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the City from the construction, presence, existence, or maintenance of the Storm Water Facilities.
13. Amendments. This Agreement shall not be modified except by written instrument executed by the City and the Owner of the Property at the time of modification, and no modification shall be effective until recorded in the Davis County Recorder's Office.
14. Subordination Requirement. If there is a lien, trust deed or other property interest recorded against the Property, the trustee, lien holder, etc., shall be required to execute a subordination agreement or other acceptable recorded document agreeing to subordinate their interest to the Agreement.
15. Exhibit B. The Long-Term Storm Water Management Plan (LTSWMP) must adapt to change in good judgement when site conditions and operations change and when existing programs are ineffective. Exhibit B will not be filed with the Agreement at the Davis County Recorder's Office, but is included by reference and kept on file with the City Engineer. Revision applications must be filed with the City Engineer and amended into the LTSWMP on file with the Layton City Engineer.

[Signature and notary pages to follow]

IN WITNESS WHEREOF, the OWNER has executed this Long-Term Storm Water Maintenance Agreement
this ____ day of _____, 20__.

OWNER:

840ELM RE, LLC

**SSYA NET LEASE FUND GP, LLC - GENERAL
PARTNER – 840ELM RE, LLC**

**STOKES STEVENSON NET LEASE FUND GP,
LLC & STOKES STEVENSON MGT NWQ, LLC –
CO-MANAGERS 1 & 2 – SSYA NET LEASE FUND
GP, LLC**

**BES INVESTMENT FUND, LLC – MANAGER –
STOKES STEVENSON NET LEASE FUND GP, LLC &
STOKES STEVENSON MGT NWQ, LLC**



CO-MANAGER 1 & 2 SIGNER'S SIGNATURE

(Signature must be notarized on following page)

Bryan E. Stevenson – Manager – BES INVESTMENT FUND,
LLC – Manager – Stokes Stevenson Net Lease Fund GP, LLC
& STOKES STEVENSON MGT NWQ, LLC – Co-Managers 1
& 2 – SSYA NET LEASE FUND GP, LLC – General Partner –
840ELM RE, LLC

**CO-MANAGER 1 & 2 SIGNER'S PRINTED NAME
& TITLE**

**YOUNG AUTOMOTIVE NET LEASE FUND GP,
LLC – CO-MANAGER 3 – SSYA NET LEASE FUND
GP, LLC**

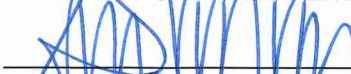


CO-MANAGER 3 SIGNER 1'S SIGNATURE

(Signature must be notarized on following page)

Spencer W. Young II – Manager – Young Automotive Net Lease
Fund GP, LLC – Co-Manager 3 – SSYA NET LEASE FUND
GP, LLC – General Partner – 840ELM RE, LLC

CO-MANAGER 3'S PRINTED NAME & TITLE



CO-MANAGER 3 SIGNER 2'S SIGNATURE

(Signature must be notarized on following page)

Spencer W. Young – Manager – Young Automotive Net Lease
Fund GP, LLC – Co-Manager 3 – SSYA NET LEASE FUND
GP, LLC – General Partner – 840ELM RE, LLC

**CO-MANAGER 3 SIGNER'S PRINTED NAME &
TITLE**

*** OWNER NOTARY PAGE TO FOLLOW ***

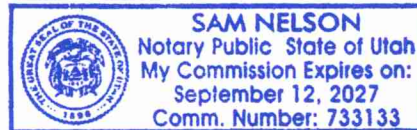
OWNER NOTARY PAGE

STATE OF Utah
COUNTY OF Salt Lake §

On this 10th day of June, 20 26, personally appeared before me Bryan E. Stevenson, who being by me duly sworn did say that he/she is the Manager of BES INVESTMENT FUND, LLC, a limited liability company, that BES INVESTMENT FUND, LLC is the Manager of Stokes Stevenson Net Lease Fund GP, LLC & STOKES STEVENSON MGT NWQ, LLC, limited liability companies, that Stokes Stevenson Net Lease Fund GP, LLC & STOKES STEVENSON MGT NWQ, LLC are 2 of the 3 Co-Managers of SSYA NET LEASE FUND GP, LLC, a limited liability company, that SSYA NET LEASE FUND GP, LLC is the General Partner of 840ELM RE, LLC and that 840ELM RE, LLC is the legal property owner of record of the property subject to this foregoing Layton City – Long Term Storm Water Maintenance Agreement and that the foregoing Layton City – Long Term Storm Water Maintenance Agreement was signed in behalf of said company by authority, and he/she acknowledged to me that said company executed the same.

[Signature]
NOTARY PUBLIC

STATE OF Utah
COUNTY OF Davis §



On this 9TH day of June, 20 26, personally appeared before me Spencer W. Young II, who being by me duly sworn did say that he/she is the Manager of Young Automotive Net Lease Fund GP, LLC, a limited liability company, that Young Automotive Net Lease Fund GP, LLC is 1 of the 3 Co-Managers of SSYA NET LEASE FUND GP, LLC, a limited liability company, that SSYA NET LEASE FUND GP, LLC is the General Partner of 840ELM RE, LLC and that 840ELM RE, LLC is the legal property owner of record of the property subject to this foregoing Layton City – Long Term Storm Water Maintenance Agreement and that the foregoing Layton City – Long Term Storm Water Maintenance Agreement was signed in behalf of said company by authority, and he/she acknowledged to me that said company executed the same.

[Signature]
NOTARY PUBLIC

STATE OF Utah
COUNTY OF Davis §



On this 9TH day of June, 20 26, personally appeared before me Spencer W. Young, who being by me duly sworn did say that he/she is the Manager of Young Automotive Net Lease Fund GP, LLC, a limited liability company, that Young Automotive Net Lease Fund GP, LLC is 1 of the 3 Co-Managers of SSYA NET LEASE FUND GP, LLC, a limited liability company, that SSYA NET LEASE FUND GP, LLC is the General Partner of 840ELM RE, LLC and that 840ELM RE, LLC is the legal property owner of record of the property subject to this Layton City – Long Term Storm Water Maintenance Agreement and that the foregoing Layton City – Long Term Storm Water Maintenance Agreement was signed in behalf of said company by authority, and he/she acknowledged to me that said company executed the same.

[Signature]
NOTARY PUBLIC



LAYTON CITY ACCEPTANCE

LAYTON CITY CORPORATION

JOY PETRO
Mayor

ATTEST:

KIMBERLY S READ
City Recorder

STATE OF UTAH
COUNTY OF DAVIS §

On this _____ day of _____, 20____, personally appeared before me Joy Petro, who being duly sworn, did say that he/she is the Mayor of LAYTON CITY, a municipal corporation of the State of Utah, and that the foregoing Layton City - Warranty Deed was signed in his/her capacity as land use authority on behalf of the City for approval.

NOTARY PUBLIC

Approved as to Form:

For: *John J. Gonder*
City Attorney

Bill H. Jenkins
City Engineer

Exhibit A-Legal Description

PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MAIN STREET (UT-126), SAID POINT BEING 939.55 FEET NORTH 89°54'50" EAST AND 1023.28 FEET

NORTH 00°05'10" WEST FROM THE SOUTHWEST CORNER OF SAID SECTION (SAID SOUTHWEST CORNER BEING 2634.13 FEET NORTH 89°54'50" EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION); THENCE NORTH 51°45'09" WEST 375.72 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY TO THE SOUTHERLY CORNER OF LOT 4 OF MAIN STREET COMMONS SUBDIVISION, 1ST AMENDMENT; THENCE ALONG THE EASTERLY LINE OF SAID LOT THE FOLLOWING THREE (3) COURSES:

(1) NORTH 38°51'57" EAST 221.89 FEET; (2) NORTH 00°03'15" EAST 81.61 FEET; AND (3) NORTH 00°05'10" WEST 201.72 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 1300 NORTH STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TEN (10) COURSES: (1) NORTH 89°54'19" EAST 61.82 FEET; (2) NORTH 55°50'05" EAST 23.94 FEET; (3) NORTH 89°54'38" EAST 44.20 FEET; (4) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT A RADIUS OF 363.82 FEET, AN ARC LENGTH OF 42.63 FEET, WITH A DELTA ANGLE OF 06°42'51", A CHORD BEARING OF NORTH 83°04'41" EAST, AND A CHORD LENGTH OF 42.61 FEET; (5) SOUTH 06°47'16" EAST 4.51 FEET; (6) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT A RADIUS OF 381.80 FEET, AN ARC LENGTH OF 11.02 FEET, WITH A DELTA ANGLE OF 01°39'13", A CHORD BEARING OF NORTH 78°55'12" EAST, AND A CHORD LENGTH OF 11.02 FEET; (7) ALONG A COMPOUND CURVE TURNING TO THE LEFT A RADIUS OF 368.32 FEET, AN ARC LENGTH OF 34.81 FEET, WITH A DELTA ANGLE OF 05°24'53", A CHORD BEARING OF NORTH 75°20'28" EAST, AND A CHORD LENGTH OF 34.79 FEET; (8) NORTH 72°38'02" EAST 22.10 FEET; (9) ALONG A TANGENT CURVE TURNING TO THE LEFT A RADIUS OF 366.00 FEET, AN ARC LENGTH OF 112.61 FEET, WITH A DELTA ANGLE OF 17°37'45", A CHORD BEARING OF NORTH 63°49'08" EAST, AND A CHORD LENGTH OF 112.17 FEET; AND (10) NORTH 55°00'16" EAST 51.55 FEET; THENCE NORTH 89°54'50" EAST 159.53 FEET; THENCE NORTH 00°03'15" EAST 111.52 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF 1300 NORTH STREET; THENCE NORTH 55°00'16" EAST 53.16 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15; THENCE SOUTH 34°56'28" EAST 622.76 FEET ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 61°05'20" WEST 892.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 526,468 SQUARE FEET OR 12.086 ACRES.



Long Term Storm Water Management Plan

**Young Dodge Layton
1234 Main St.
Layton, Utah**

April 29, 2026
Reeve Job #6528-82

Long-Term Stormwater Management Plan

for:

Young Dodge Layton
1234 Main St
Layton, Utah

PURPOSE AND RESPONSIBILITY

As required by the Clean Water Act and resultant local regulations, including Municipal Separate Storm Sewer Systems (MS4) Permit, those who develop land are required to build and maintain systems to minimize litter and contaminants in stormwater runoff that pollute waters of the State.

This Long-Term Stormwater Management Plan (LTSWMP) describes the systems, operations, and the minimum standard operating procedures (SOPs) necessary to manage pollutants originating from or generated on this property. Any activities or site operations at this property that contaminate water entering the City's stormwater system and generate loose litter must be prohibited, unless SOPs are written to manage those activities or operations, and amended into this LTSWMP.

The LTSWMP is aimed at addressing water impairments in addition to all other pollutants that can be generated by this property.

CONTENTS

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

SECTION 2: TRAINING

SECTION 3: RECORDKEEPING

SECTION 4: APPENDICES

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

The site infrastructure and operations described in this Section are limited at controlling and containing pollutants and if managed improperly can contaminate the environment. The LTSWMP includes standard operations procedures (SOP)s that are intended to compensate for the limitations of the site infrastructure. The property manager must use good judgment and conduct operations appropriately, doing as much as possible indoors and responsibly managing operations that must be performed outdoors.

Parking, Sidewalk and flatwork

Any sediment, leaves, debris, spilt fluids or other waste that collects on our parking lots and sidewalks will be carried by runoff to our storm drain inlets. This waste material will settle in our storm drain system increasing maintenance cost and any waste dissolving in the runoff will pass through our system ultimately polluting Utah waters.

Maintenance involves regular sweeping, but it can also involve pavement washing to remove stains, slick spots and improve appearance when necessary. The Pavement Maintenance and the Pavement Washing SOPs are used to manage the pollutants associated with our pavements.

Landscaping

Our landscape operations including mowing, pruning, hand digging etc., can result in grass clippings, sticks, branches, dirt, mulch, including fertilizers, pesticides and other pollutants to fall or be left on our paved areas. The primary pollutant impairing Utah Waters is organic material so it is vital that the paved areas with direct connection to the City storm drain systems remain clean of landscape debris.

The Landscape Maintenance SOP is written to control and manage this potential pollution source affecting Utah Waters.

Storm Drain System

The storm drain inlets direct all runoff to an underground detention pond equipped with isolator rows that are designed to capture floating material and heavier sediment particles, but does not trap suspended or dissolved pollutants. This device is susceptible to bypass and scour during large storm events and the dissolved pollutants can harm Utah waters. Also the stormwater treatment system holds water that can breed mosquitoes. It is important to regularly maintain this system to protect Utah waters and prevent mosquito breeding. The Storm Drain Maintenance SOP is written to control and manage this system.

Waste Management

The 6-yard dumpster and trash receptacles with lids are intended to prevent precipitation exposure minimizing liquids that can leak to pavements and from haul trucks. Lids will also prevent the light weight trash carried off by wind. Good waste management systems, if managed improperly, can become the source of the very pollution that they

were intended to control. The Waste Management SOP is written to control and manage the waste we generate.

Utility System

The roof top utility system exposed to our roof drains which drain to our pavements. This heating and air conditioner unit contains oils and other chemicals that can harm Utah waters if allowed to drain off our property. Liquids and other waste generated by maintenance of this system can be appropriately managed by the Spill Containment and Cleanup SOP.

Snow and Ice Removal Management

Salt is a necessary pollutant and is vital to ensuring a safe parking and pedestrian path system. However, the snow removal operations improperly managed will increase our salt impact to local water resources and to our own vegetation.

SECTION 2: TRAINING

Ensure that all employees and maintenance contractors know and understand the SOPs specifically written to manage and maintain the property. Maintenance contractors must use the stronger of their Company and the LSWMP SOPs. File all training records in Appendix C.

SECTION 3: RECORDKEEPING

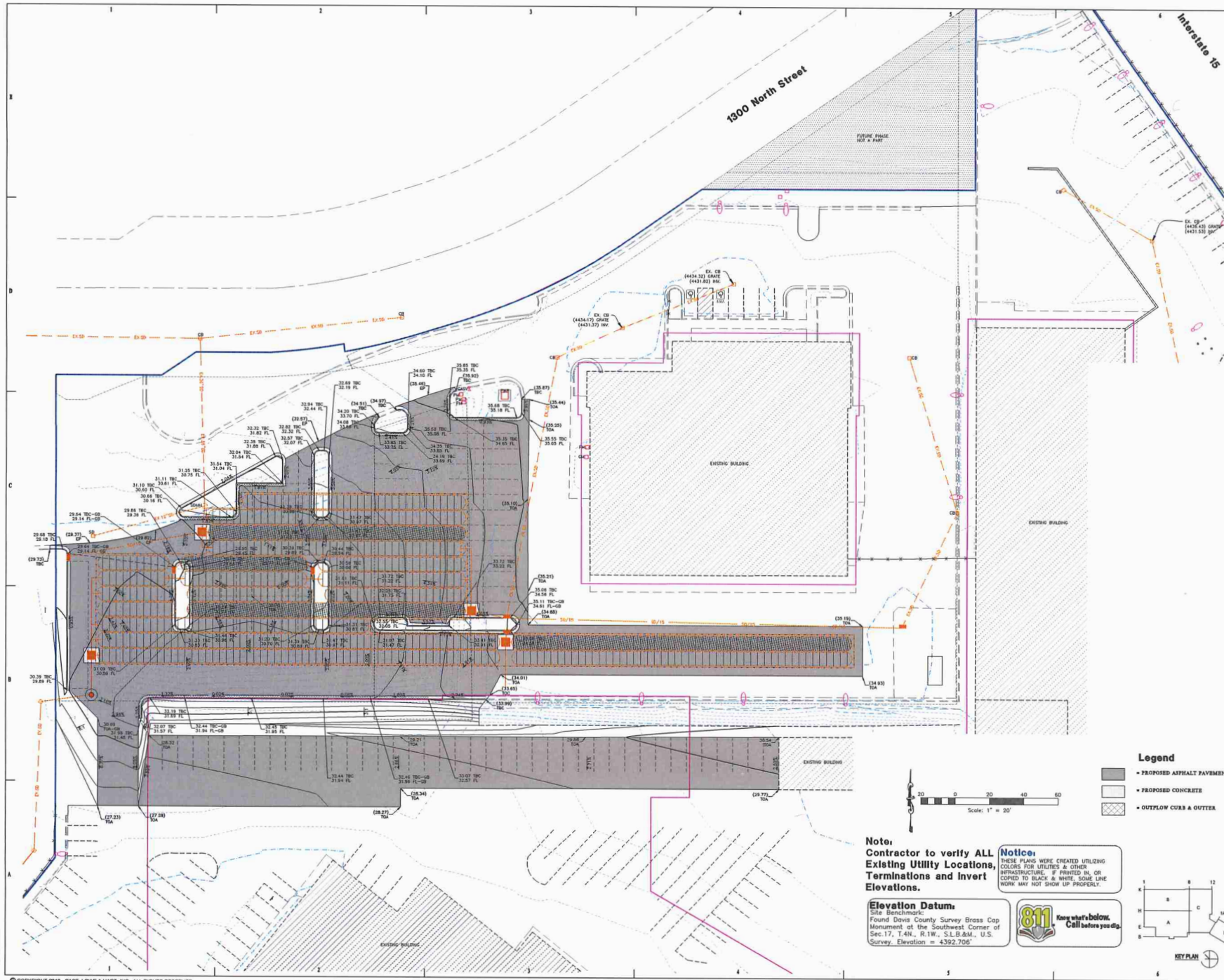
Maintain records of operation and maintenance activities in accordance with SOPs.

APPENDIX A – SITE DRAWINGS AND DETAILS

[Insert Site Drawings and Details following the blue text]

SECTION 4: APPENDICES

Appendix A- Site Drawings and Details
Appendix B- SOPs
Appendix C- Recordkeeping Documents



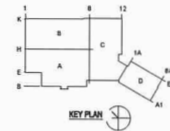
Note:
Contractor to verify ALL
Existing Utility Locations,
Terminations and Invert
Elevations.

Elevation Datum:
Site Benchmark:
Found Davis County Survey Brass Cap
Monument at the Southwest Corner of
Sec. 17, T.4N., R.1W., S.L.B. & M., U.S.
Survey. Elevation = 4392.706'

Notice:
THESE PLANS WERE CREATED UTILIZING
COLORS FOR UTILITIES & OTHER
INFRASTRUCTURE. IF PRINTED IN, OR
COPIED TO BLACK & WHITE, SOME LINE
WORK MAY NOT SHOW UP PROPERLY.



- Legend**
- PROPOSED ASPHALT PAVEMENT
 - PROPOSED CONCRETE
 - OUTFLOW CURBS & OUTER



289 E 400 N, Morgan, Utah
AND

Case, Lowe & Hart, Inc. 2404 Washington Blvd.
Suite 510 • Ogden, Utah 84401
801.399.5121 www.clhinc.com

CONSULTANTS

PROJECT NUMBER: 8038-02
DRAWN BY: JH
ENGINEER: JH
STAMP: JH

Young's CDR+J
1234 N Main St.
Layton, Utah 84041

MARK	DATE	DESCRIPTION
1500	15 SEP 2011	PROJECT NO. 21400
		CAD FILE: 21400
		DRAWN BY: JHANSSEN DRW
		CHECK BY: JHANSSEN CHK
SEPTEMBER 15, 2011		
Grading & Drainage Plan		
C-6		

APPENDIX B – SOPs

Pavement Maintenance Operations

General:

These SOPs are not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in these SOPs.

1. Purpose and Selection:

- a) Reduce stormwater pollution by sweeping and removing pollutants that will be carried to City stormwater systems during stormwater runoff or by non stormwater runoff.
- b) The sweeper is intended for removing material that collect on pavements by use and the natural degradation of pavements, ie. material that collect, drop from vehicles and the natural erosion and breaking up of pavements.

2. Regular Procedure:

- a) Remain aware of debris and sweep minor debris is needed by hand.
- b) Generally sweeping should occur during autumn when leaf fall is heavy and early spring after winter thaw. Sometimes sweeping machinery will be necessary with accumulations are spread over pavements.
- c) Manage outside activities that leave waste or drain pollutants to our pavements. This involves outside functions including but not limited to: Yard sales, yard storage, fund raisers like car washes, etc.

4. Disposal Procedure:

- a) Service contractor dispose at licensed facilities
- b) Dispose of hand collected material in dumpster

5. Training:

- a) Annually and at hire

Landscape Maintenance Operations

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

Rule: Prevent any solids, liquids or any light weight material from being carried away from the construction or maintenance envelop by wind or water.

1. Application:

- a) This SOP should provide sufficient direction for many of the general operations, e.g., fertilizer and pesticide applications, mowing, weeding, tree trimming, digging, sprinkler repairs, mulch management, etc.

2. Maintenance Procedure:

- a) Grooming
 - Lawn Mowing – Immediately following operation sweep or blow clippings onto vegetated ground.
 - Fertilizer Operation – Prevent overspray. Sweep or blow fertilizer onto vegetated ground immediately following operation.
 - Pesticide Operations – Prevent overspray, use spot treatment immediately following operation sweep or blow dry pesticide onto vegetated ground.
- b) Remove or contain all erodible or loose material prior forecast wind and precipitation events or before non-stormwater will pass through the project site. For light weight debris maintenance can require immediately attention for wind events and many times daily maintenance or as needed for precipitation or non-stormwater events.
- c) Landscape project materials and waste can usually be contained or controlled by operational best management practices.
 - Operational; including but not limited to:
 - Strategic staging of materials eliminating exposure, such as not staging on pavement
 - Avoiding multiple day staging of landscaping backfill and spoil on pavements
 - Haul off spoil as generated or daily
- d) Detention Basin
 - a. Remove sediment and debris from the bottom
 - b. Inspect sides for signs of erosion. Replace vegetation as needed.
 - c. Inspect riprap and inlets for any signs of damage.
- e) Cleanup:

- Use dry cleanup methods, e.g. square nose shovel and broom and it is usually sufficient when no more material can be swept onto the square nosed shovel.
- Power blowing tools

3. Waste Disposal:

- a) Dispose of waste according to General Waste Management SOP, unless superseded by specific SOPs for the operation.

4. Equipment:

- a) Tools sufficient for proper containment of pollutants and cleanup.
- b) Push broom and square blade shovel should be a minimum.

5. Training:

- a) Annually and at hire
- b) Landscape Service Contractors must have equal or better SOPs.

Waste Management Operations

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

1. Application:

- a) This SOP is intended for all Staff, for the proper disposal of common everyday waste.

2. Waste Collection Devices (Exposed units):

- a) The site contains 2 types of waste management containers.
 - 6yd dumpster with lid
 - Receptacles with lids

3. Waste Disposal Restrictions for all waste Scheduled for the Landfill:

- a) Generally most waste generated at this property, and waste from spill and clean up operations can be disposed in our dumpsters under the conditions listed in this SOP. Unless other disposal requirements are specifically identified by the product SDS or otherwise specified in other SOPs.
- b) Know the facility disposal requirements and restrictions. It should not be assumed that all waste disposed in collection devices will be disposed at the landfill.
- c) Review the landfill regulations for additional restrictions and understand what waste is prohibited in the landfill. Ensure the SDS and landfill regulations are not contradictory.

Generally the prohibited waste is:

➤ Liquid:

- paint
- pesticides/fertilizers
- oil (all types)
- antifreeze
- batteries
- liquid chemicals
- etc.

(Generally, all the above hazardous waste when involved in minor spill cleanup operations can be disposed in covered dumpsters and our waste bays, if the liquid is contained in absorbent material, e.g. sand, dirt, loose

absorbent, pads, booms etc., and transformed or dried such that it will not drip. This is not intended for whole sale disposal of out dated or spent liquid hazardous waste. When disposal of out dated or spent liquid is needed or for questions of how to dispose of other waste, contact the landfill for instructions and locations.

4. General Staff Maintenance Practices:

- a) Prevent dumpsters and receptacles from becoming a pollution source by:
 - 1. Closing lids
 - 2. Reposition tipped receptacles upright.
 - 3. Report full or leaking and unsecured dumpsters and receptacles to the company provider or repair it in house. Determine source liquids and prevent it.
 - 4. Report any eminent pollutant hazard related to dumpsters and receptacles to the owner.

5. Training:

- a) Annually and at hire

Storm Drain Maintenance Operations

General:

These SOPs are not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in these SOPs.

1. Procedure:

- a) Inspect for need:
 - 1. Schedule cleaning for boxes and pipe that contain 2” or more of sediment and debris.
 - 2. Remove debris by vacuum operated machinery.
 - 3. When accumulations are mostly floating debris this material can be removed with a net.
 - 4. Inspect standing water for mosquito larvae and contact the health department when necessary.

2. Disposal Procedure:

- a) Dispose of waste at regulated facilities.
- b) Floating materials and floating absorbent materials may be disposed in dumpster when dried out. Dry dirt and slurry may also be disposed in the dumpster.
- c) Disposal of hazardous waste
 - 1. Dispose of hazardous waste at regulated disposal facilities, see Waste Management and Spill Control SOP
- d) Disposal of waste collected from sanitary sewer device at regulated facilities.

3. Training:

- a) Annually and at hire

Pavement Washing Operations

General:

These SOPs are not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in these SOPs.

1. Procedure:

- a) Prevent waste fluids and any detergents if used from entering storm drain system. The following methods are acceptable for this operation.
 - Dam the inlet using a boom material that seals itself to the pavement and pick up the wastewater with shop-vacuum or absorbent materials.
 - Collect wastewater with shop-vacuum simultaneous with the washing operation.
 - Collect wastewater with vacuum truck or trailer simultaneous with the washing operation.
- b) This procedure must not used to clean the initial spills. First apply the Spill Containment and cleanup SOP.

2. Disposal Procedure:

- a) Small volumes can usually be drained to the local sanitary sewer. Contact the county sewer district.
- b) Large volumes must be disposed at regulated facilities.

2. Pavement Cleaning Frequency:

- a) There is no regular pavement washing regimen. Pavement washing is determined by conditions that warrant it, including but not limited to: prevention of slick or other hazardous conditions or restore acceptable appearance of pavements.

3. Training:

- a) Annually and at hire

Snow and Ice Removal Management

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

1. Application:

- a) Parking and sidewalk winter management operations.

2. De-Icing Procedure:

- a) Do not store or allow salt or equivalent to be stored on outside paved surfaces.
- b) Minimize salt use varying salt amounts relative to hazard potential.
- c) Sweep excessive piles left by the spreader.
- d) Watch forecast and adjust when warm ups are expected the same day.

3. Training:

- a) Annually and at hire.
- b) Require snow and ice service contractors to follow the stronger this SOP and their company SOPs.

General Construction Maintenance

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

Rule: Prevent any solids, *liquids or any light weight material from being carried away from the construction or maintenance envelop by wind or water.

***liquids - including culinary water and irrigation water that are polluted with material that will damage the environment.**

1. Application:

- a) This SOP should provide sufficient direction for many of the general operations, e.g., building maintenance, curb/sidewalk/flatwork, overlay/patching, landscape renovations, misc. maintenance/repairs, etc.

2. Construction Procedure:

- a) Remove or contain all erodible or loose material prior forecast wind and precipitation events or before non-stormwater will pass through the project site. For light weight debris maintenance can require immediately attention for wind events and many times daily maintenance or as needed for precipitation or non-stormwater events.
- b) Project materials and waste can be contained or controlled by operational or structural best management practices.
 - Operational; including but not limited to:
 - Strategic staging of materials eliminating exposure, such as not staging on pavement
 - Avoiding multiple day staging of backfill and spoil
 - Haul off spoil as generated or daily
 - Structural; including but not limited to:
 - Inlet protection, e.g. wattles, filter fabric, drop inlet bags, boards, planks
 - Gutter dams, e.g. wattles, sandbags, dirt dams
 - Boundary containment, e.g. wattles, silt fence
 - Dust control, e.g. water hose,
 - Waste control, e.g. construction solid or liquid waste containment, dumpster, receptacles
- c) Inspection often to insure the structural best management practices are in good operating condition and at least prior to the workday end. Promptly repair damaged best management practices achieving effective containment.

- d) Cleanup:
 - Use dry cleanup methods, e.g. square nose shove and broom.
 - Wet methods are allowed if wastewater is prevented from entering the stormwater system, e.g. wet/dry vacuum, disposal to our landscaped areas.
- e) Cleanup Standard:
 - When a broom and a square nosed shovel cannot pick any appreciable amount of material.

3. Waste Disposal:

- a) Dispose of waste according to General Waste Management SOP, unless superseded by specific SOPs for the operation.
- b) Never discharge waste material to storm drains

4. Equipment:

- a) Tools sufficient for proper containment of pollutants and cleanup.
- b) Push broom and square blade shovel should be a minimum.

5. Training:

- b) Annually and at hire.

Spill Control

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

1. Rational:

- a) All properties are susceptible to spills whether it is a result of operations or by customers. Insufficient response, inadequate containment materials and improper spill cleanup methods will result in pollutants in our waterways. Once the pollutants reach our storm drain system, or even the detention pond, they are difficult and expensive to remove.

2. Containment Procedure:

- a) Priority is to dam and contain flowing spills.
- b) Use spill kits booms if available or use any material available; including but not limited to, nearby sand, dirt, landscaping materials, etc.
- c) Hazardous or unknown waste emergencies
 1. Emergency HAZMAT, DWQ, SLVHD, City: Emergency constitutes large quantities of flowing uncontained liquid. Generally burst or tipped tanks.
 2. Emergency SLVHD, City: Emergency constitutes potential for waste to be carried by water.
 3. Contacts:
HAZMAT - 911
DWQ – 801-231-1769, 801-536-4123

3. Cleanup Procedure:

- a) NEVER WASH SPILLS TO THE STORM DRAIN SYSTEMS.
- b) Clean per SDS requirements but generally most spills can be cleaned up according to the following:
 - Absorb liquid spills with spill kit absorbent material, sand or dirt until liquid is sufficiently converted to solid material.
 - Remove immediately using dry cleanup methods, e.g. broom and shovel, or vacuum operations.
 - Cleanup with water and detergents may also be necessary depending on the spilled material. However, the waste from this operation must be vacuumed or effectively picked up by dry methods. See Pavement Washing SOP.
 - Repeat process when residue material remains.

4. DISPOSAL:

- a) Follow SDS requirements but usually most spills can be disposed per the following b. & c.
- b) Generally most spills absorbed into solid forms can be disposed to the dumpster and receptacles. Follow Waste Management SOP.
- c) Generally Liquid waste from surface cleansing processes may be disposed to the sanitary sewer system after the following conditions have been met:
 - Dry cleanup methods have been used to remove the bulk of the spill and disposed per the Waste Management SOP.
 - The liquid waste amounts are small and diluted with water. This is intended for spill cleanup waste only and never for the disposal of unused or spent liquids.

5. Documentation:

- a) Document all spills in Appendix C.

6. SDS sheets:

- a) SDS Manual is filed in break room.

7. Materials:

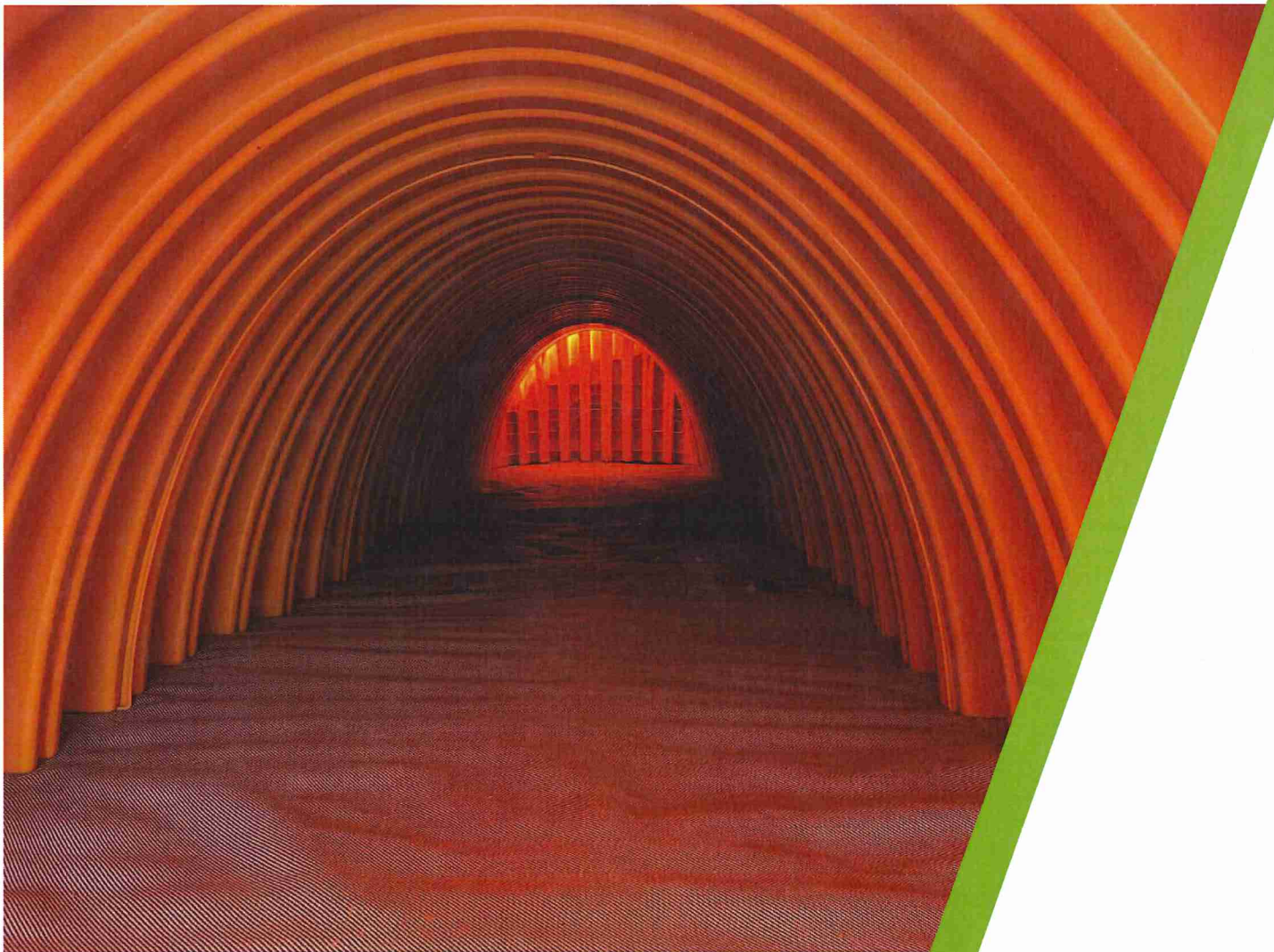
- a) Generally sand or dirt will work for most clean up operations. However, it is the responsibility of the owner to select the absorbent materials and cleanup methods that are required by the SDS Manuals for chemicals used by the company.

8. Training:

- a) Annually and at hire.

Isolator[®] Row Plus

O&M Manual



The Isolator® Row Plus

Introduction

An important component of any Stormwater Pollution Prevention Plan is inspection and maintenance. The StormTech Isolator Row Plus is a technique to inexpensively enhance Total Suspended Solids (TSS), Total Phosphorus (TP), Total Petroleum Hydrocarbons (TPH) and Total Nitrogen (TN) removal with easy access for inspection and maintenance.

The Isolator Row Plus

The Isolator Row Plus is a row of StormTech chambers, either SC-160, SC-310, DC-780, SC-800, MC-3500, MC-4500 or MC-7200 models, are lined with filter fabric and connected to a closely located manhole for easy access. The fabric lined chambers provide for sediment settling and filtration as stormwater rises in the Isolator Row Plus and passes through the filter fabric. The open bottom chambers allow stormwater to flow vertically out of the chambers. Sediments are captured in the Isolator Row Plus protecting the adjacent stone and chambers storage areas from sediment accumulation.

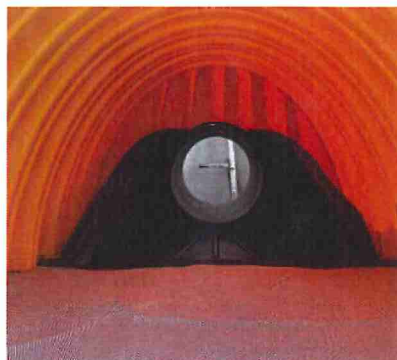
ADS Isolator Row and Plus fabric are placed between the stone and the Isolator Row Plus chambers. The woven geotextile provides a media for stormwater filtration, a durable surface for maintenance, prevents scour of the underlying stone and remains intact during high pressure jetting.

The Isolator Row Plus is designed to capture the “first flush” runoff and offers the versatility to be sized on a volume basis or a flow-rate basis. An upstream manhole provides access to the Isolator Row Plus and includes a high/low concept such that stormwater flow rates or volumes that exceed the capacity of the Isolator Row Plus bypass through a manifold to the other chambers. This is achieved with an elevated bypass manifold or a high-flow weir. This creates a differential between the Isolator Row Plus row of chambers and the manifold to the rest of the system, thus allowing for settlement time in the Isolator Row Plus. After Stormwater flows through the Isolator Row Plus and into the rest of the chamber system it is either exfiltrated into the soils below or passed at a controlled rate through an outlet manifold and outlet control structure.

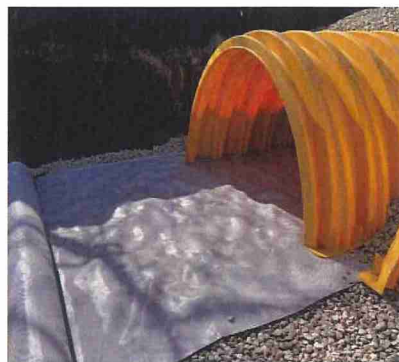
The Isolator Row Plus Flamp™ is a flared end ramp apparatus attached to the inlet pipe on the inside of the chamber end cap. The FLAMP provides a smooth transition from pipe invert to fabric bottom. It is configured to improve chamber function performance by enhancing outflow of solid debris that would otherwise collect at the chamber's end, or more difficult to remove and require confined space entry into the chamber area. It also serves to improve the fluid and solid flow into the access pipe during maintenance and cleaning and to guide cleaning and inspection equipment back into the inlet pipe when complete.

The Isolator Row Plus may be part of a treatment train system. The treatment train design and pretreatment device selection by the design engineer is often driven by regulatory requirements. Whether pretreatment is used or not, StormTech recommend using the Isolator Row Plus to minimize maintenance requirements and maintenance costs.

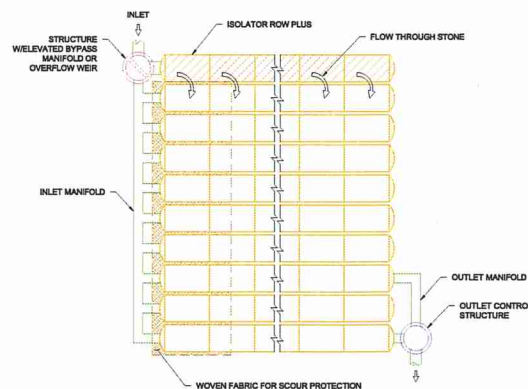
Note: See the StormTech Design Manual for detailed information on designing inlets for a StormTech system, including the Isolator Row Plus.



Looking down the Isolator Row Plus from the manhole opening, ADS Plus Fabric is shown between the chamber and stone base.



StormTech Isolator Row Plus with Overflow Structure (not to scale)



Isolator Row Plus Inspection/Maintenance

Inspection

The frequency of inspection and maintenance varies by location. A routine inspection schedule needs to be established for each individual location based upon site specific variables. The type of land use (i.e. industrial, commercial, residential), anticipated pollutant load, percent imperviousness, climate, etc. all play a critical role in determining the actual frequency of inspection and maintenance practices.

At a minimum, StormTech recommends annual inspections. Initially, the Isolator Row Plus should be inspected every 6 months for the first year of operation. For subsequent years, the inspection should be adjusted based upon previous observation of sediment deposition.

The Isolator Row Plus incorporates a combination of standard manhole(s) and strategically located inspection ports (as needed). The inspection ports allow for easy access to the system from the surface, eliminating the need to perform a confined space entry for inspection purposes.

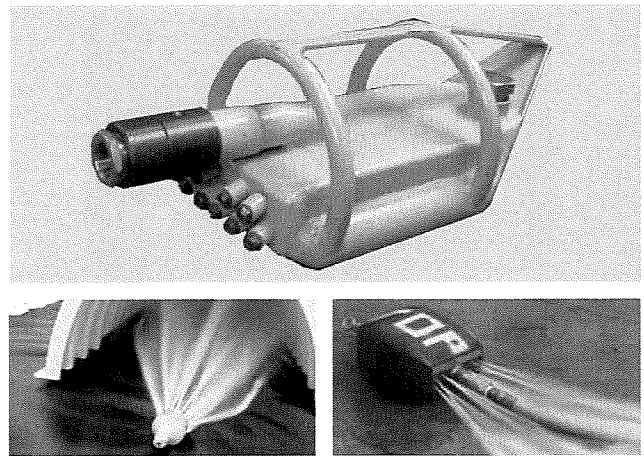
If upon visual inspection it is found that sediment has accumulated, a stadia rod should be inserted to determine the depth of sediment. When the average depth of sediment exceeds 3" (75 mm) throughout the length of the Isolator Row Plus, clean-out should be performed.

Maintenance

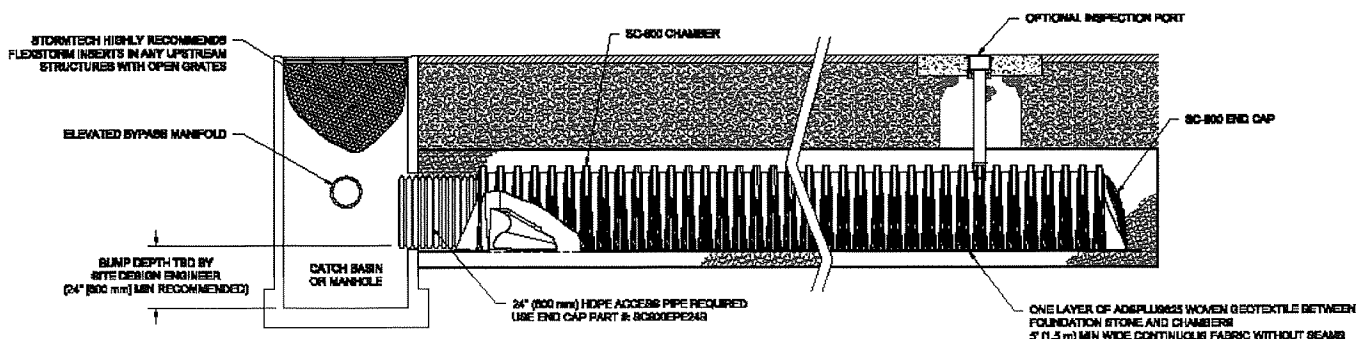
The Isolator Row Plus was designed to reduce the cost of periodic maintenance. By "isolating" sediments to just one row, costs are dramatically reduced by eliminating the need to clean out each row of the entire storage bed. If inspection indicates the potential need for maintenance, access is provided

via a manhole(s) located on the end(s) of the row for cleanout. If entry into the manhole is required, please follow local and OSHA rules for a confined space entry.

Maintenance is accomplished with the JetVac process. The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row Plus while scouring and suspending sediments. As the nozzle is retrieved, the captured pollutants are flushed back into the manhole for vacuuming. Most sewer and pipe maintenance companies have vacuum/JetVac combination vehicles. Selection of an appropriate JetVac nozzle will improve maintenance efficiency. Fixed nozzles designed for culverts or large diameter pipe cleaning are preferable. Rear facing jets with an effective spread of at least 45" are best. StormTech recommends a maximum nozzle pressure of 2000 psi be utilized during cleaning. JetVac reels can vary in length. For ease of maintenance, ADS recommends Isolator Row Plus lengths up to 200' (61 m). **The JetVac process shall only be performed on StormTech Isolator Row Plus that have ADS Plus Fabric (as specified by StormTech) over their angular base stone.**



StormTech Isolator Row Plus (not to scale)



Isolator Row Plus Step By Step Maintenance Procedures

Step 1

Inspect Isolator Row Plus for sediment.

- A) Inspection ports (if present)
 - i. Remove lid from floor box frame
 - ii. Remove cap from inspection riser
 - iii. Using a flashlight and stadia rod, measure depth of sediment and record results on maintenance log.
 - iv. If sediment is at or above 3 inch depth, proceed to Step 2. If not, proceed to Step 3.
- B) All Isolator Row Plus
 - i. Remove cover from manhole at upstream end of Isolator Row Plus
 - ii. Using a flashlight, inspect down Isolator Row Plus through outlet pipe
 1. Mirrors on poles or cameras may be used to avoid a confined space entry
 2. Follow OSHA regulations for confined space entry if entering manhole
 - iii. If sediment is at or above the lower row of sidewall holes (approximately 3 inches), proceed to Step 2.
 2. If not, proceed to Step 3.

Step 2

Clean out Isolator Row Plus using the JetVac process.

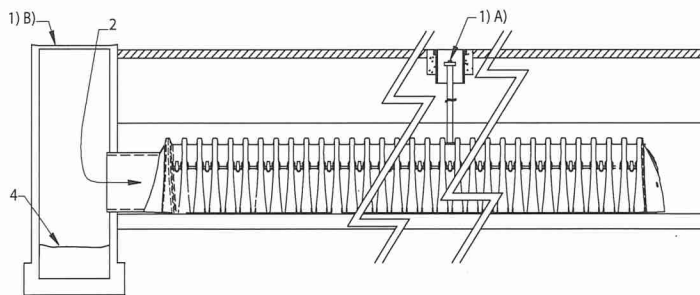
- A) A fixed floor cleaning nozzle with rear facing nozzle spread of 45 inches or more is preferable
- B) Apply multiple passes of JetVac until backflush water is clean
- C) Vacuum manhole sump as required

Step 3

Replace all caps, lids and covers, record observations and actions.

Step 4

Inspect & clean catch basins and manholes upstream of the StormTech system.



Sample Maintenance Log

Date	Stadia Rod Readings		Sedi- ment Depth (1)-(2)	Observations/Actions	Inspector
	Fixed point to chamber bottom (1)	Fixed point to top of sediment (2)			
3/16/11	6.3 ft	none		New installation. Fixed point is CI frame at grade	DJM
9/24/11		6.2	0.1 ft	Some grit felt	SM
6/20/13		5.8	0.5 ft	Mucky feel, debris visible in manhole and in Isolator Row Plus, maintenance due	NV
7/7/13	6.3 ft		0	System jetted and vacuumed	DJM

adspipe.com

800-821-6710

APPENDIX C – PLAN RECORDKEEPING DOCUMENTS

[Insert PLAN Recordkeeping forms following this page]

MAINTENANCE SCHEDULE

Weekly
Pavement
Landscape
Waste Management

Monthly

Annually
Storm Drain and Chamber System (Twice Annually)

Other
Snow and Ice Removal, as needed
General Construction Maintenance, set during construction planning
Spill Control, as needed

MAINTENANCE LOG

Date	Maintenance Performed/Spill Events. Perform Maintenance per SOPs	Observation Notes, including but not limited to; Inspection results, Observations, System Performance (effectiveness/inefficiencies), SOP Usefulness, Concerns, Necessary Changes...	Initials

Contact the Stormwater Division for an example of a maintenance/inspection log xxx-xxx-xxxx

Annual Summary of LTSWMP effectiveness, inefficiencies, problems, necessary changes etc.

*You may create your own form that provides this same information or request a word copy of this document.

Annual SOP Training Log per Section 2

SOP	Trainer	Employee Name / Maintenance Contractor Co	Date

*You may create your own form that provides this same information or request a word copy of this document.

Exhibit A-Legal Description

PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MAIN STREET (UT-126), SAID POINT BEING 939.55 FEET NORTH 89°54'50" EAST AND 1023.28 FEET NORTH 00°05'10" WEST FROM THE SOUTHWEST CORNER OF SAID SECTION (SAID SOUTHWEST CORNER BEING 2634.13 FEET NORTH 89°54'50" EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION); THENCE NORTH 51°45'09" WEST 375.72 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY TO THE SOUTHERLY CORNER OF LOT 4 OF MAIN STREET COMMONS SUBDIVISION, 1ST AMENDMENT; THENCE ALONG THE EASTERLY LINE OF SAID LOT THE FOLLOWING THREE (3) COURSES: (1) NORTH 38°51'57" EAST 221.89 FEET; (2) NORTH 00°03'15" EAST 81.61 FEET; AND (3) NORTH 00°05'10" WEST 201.72 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 1300 NORTH STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TEN (10) COURSES: (1) NORTH 89°54'19" EAST 61.82 FEET; (2) NORTH 55°50'05" EAST 23.94 FEET; (3) NORTH 89°54'38" EAST 44.20 FEET; (4) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT A RADIUS OF 363.82 FEET, AN ARC LENGTH OF 42.63 FEET, WITH A DELTA ANGLE OF 06°42'51", A CHORD BEARING OF NORTH 83°04'41" EAST, AND A CHORD LENGTH OF 42.61 FEET; (5) SOUTH 06°47'16" EAST 4.51 FEET; (6) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT A RADIUS OF 381.80 FEET, AN ARC LENGTH OF 11.02 FEET, WITH A DELTA ANGLE OF 01°39'13", A CHORD BEARING OF NORTH 78°55'12" EAST, AND A CHORD LENGTH OF 11.02 FEET; (7) ALONG A COMPOUND CURVE TURNING TO THE LEFT A RADIUS OF 368.32 FEET, AN ARC LENGTH OF 34.81 FEET, WITH A DELTA ANGLE OF 05°24'53", A CHORD BEARING OF NORTH 75°20'28" EAST, AND A CHORD LENGTH OF 34.79 FEET; (8) NORTH 72°38'02" EAST 22.10 FEET; (9) ALONG A TANGENT CURVE TURNING TO THE LEFT A RADIUS OF 366.00 FEET, AN ARC LENGTH OF 112.61 FEET, WITH A DELTA ANGLE OF 17°37'45", A CHORD BEARING OF NORTH 63°49'08" EAST, AND A CHORD LENGTH OF 112.17 FEET; AND (10) NORTH 55°00'16" EAST 51.55 FEET; THENCE NORTH 89°54'50" EAST 159.53 FEET; THENCE NORTH 00°03'15" EAST 111.52 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF 1300 NORTH STREET; THENCE NORTH 55°00'16" EAST 53.16 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15; THENCE SOUTH 34°56'28" EAST 622.76 FEET ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 61°05'20" WEST 892.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 526,468 SQUARE FEET OR 12.086 ACRES.

Exhibit B-Drawings

Project Narrative/Notes/Revisions

1. 2023/09/15 OK - COMPLETED DESIGN FOR CLIENT & CITY REVIEW.
2. 2023/11/22 RH - REVISED PLANS.
3. 2024/03/07 RH - REVISED PLANS PER CLIENT REVIEW.
4. 2024/04/03 RH - REVISED PLANS PER CLIENT CHANGES - EXIST. POWER.
5. 2024/04/22 RH - REVISED PLANS PER CLIENT CHANGES.
6. 2024/06/09 KR - REVISED INLET PIPE SIZES.
7. 2025/03/18 RH - REVISED STORMWATER BED 3.
8. 2025/06/19 RH - REVISED PLAN SET.
9. 2026/02/04 RH - REVISED PLAN SET TO INCLUDE PHOTOMETRIC PLAN ON UTILITY PLAN SHEET.
10. 2026/03/10 RH - REVISED PLANS TO PROTECT EXISTING POWER INFRASTRUCTURE.
11. 2026/04/28 RH - REVISED PLANS PER CITY COMMENTS.
12. 2026/05/28 RH - REVISED PLANS PER CITY COMMENTS.

YOUNG LAYTON DODGE Site Construction Plans LAYTON CITY, DAVIS COUNTY, UTAH NOVEMBER 2023



Vicinity Map
NOT TO SCALE

- Sheet Index**
- Sheet C-1 - Cover/Index Sheet
 - Sheet C-2 - Notes/Legend Sheet
 - Sheet C-3 - Existing Site Plan
 - Sheet C-4 - Demolition Plan
 - Sheet C-5 - Proposed Site Plan
 - Sheet C-6 - Grading & Drainage Plan
 - Sheet C-7 - Utility Plan
 - Sheet C-8 - Civil Details
 - Sheet C-8.1 - Civil Details
 - Sheet C-8.2 - Civil Details
 - Sheet C-8.3 - Civil Details
 - Sheet C-9 - Storm Water Pollution Prevention Plan Exhibit
 - Sheet C-10 - Storm Water Pollution Prevention Plan Details
 - Sheet C-11 - Landscape Plan
 - Sheet C-12 - Irrigation Plan
 - Sheet C-13 - Irrigation Details

Site Information	
APN#	102510015, 102510018, 102510026, 100290118
	1234 NORTH MAIN STREET LAYTON CITY, DAVIS COUNTY, UTAH
PROPERTY ZONE	C-H
TOTAL PARCEL AREA	535,346 s.f.
PARCELS AREA	152,270 s.f.
BUILDING AREA (EXISTING)	19,928 s.f. 12.7%
HAZARD SURFACED AREA	115,642 s.f. 73.3%
LANDSCAPE AREA	21,702 s.f. 14.0%
SALES STALLS PROVIDED	102

Engineer's Notice To Contractors:
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY LINES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY OTHERS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN AND ANY OTHER LINES OBTAINED BY THE CONTRACTOR'S RESEARCH, AND OTHERS NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

Elevation Datum:
Found Davis County Survey Brass Cap Monument at the Southwest Corner of Sec.17, T.4N., R.1W., S.1E.8&M., U.S. Survey. Elevation = 4392.706'



Notice:
THESE PLANS WERE CREATED UTILIZING COLORS FOR UTILITIES & OTHER INFRASTRUCTURE. IF PRINTED IN BLACK OR COPIED TO BLACK & WHITE, SOME LINE WORK MAY NOT SHOW UP PROPERLY.

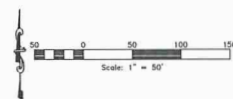
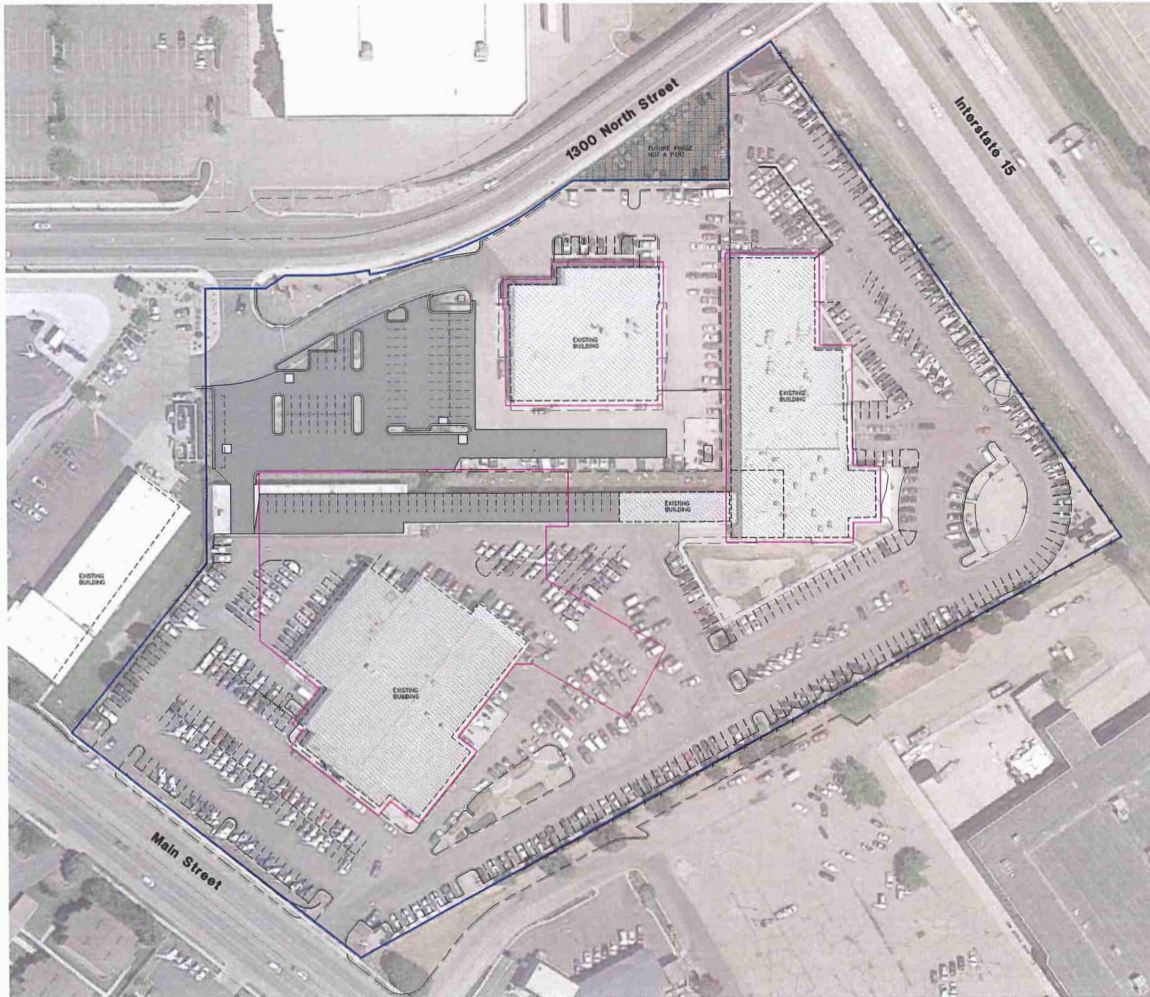
Geotechnical Report:
Dated: September 15, 2023
GSH Geotechnical, Inc.
473 West 4800 South
Salt Lake City, Utah, 84123

Surveyor:
Jason Felt
Reeve & Associates, Inc.
5160 South 1500 West
Riverton, Utah, 84405
PH: (801) 621-3100

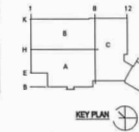
Landscape Architect:
Nathan Peterson
Reeve & Associates, Inc.
5160 South 1500 West
Riverton, Utah, 84405
PH: (801) 621-3100

Developer Contact:
Steve Peterson
Case, Lowe & Hart, Inc.
2484 Washington Blvd. Ste. 510
Ogden City, Utah, 84401
PH: (801) 399-5821

Project Contact:
Jeremy Drope
Reeve & Associates, Inc.
5160 South 1500 West
Riverton, Utah, 84405
PH: (801) 621-3100



- LAYTON CITY GENERAL NOTES:**
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TO THE CITY FOR ALL UNDERGROUND UTILITY LINES PRIOR TO THE INSTALLATION OF THE LANDSCAPING AND/OR PAVING OF ANY AREA (ON 6.1.1.1).
 2. DEVELOPER SHALL COORDINATE AND COOPERATE WITH DOWNSIDE ROCKY MOUNTAIN POWER, COOP, UTAH, AND DOWNSIDE ROCKY MOUNTAIN POWER TO OBTAIN THEIR REQUIREMENTS FOR DEVELOPMENT AS WELL AS THE LOCATION OF THEIR FACILITIES WITHIN THE PROJECT.
 3. ANY EXISTING BRIDGE OR STRUCTURE ON INTERSTATE 15 SHALL BE REPLACED WITH THE DEVELOPMENT OF THE PROPERTY. (ON 12.28.6.3)



289 E 400 N, Morgan, Utah

AND

Case, Lowe & Hart, Inc. 2484 Washington Blvd. Ste. 510 Ogden, Utah 84401 801.399.5821 www.clhinc.com

CONSULTANTS

Reeve & Associates, Inc.

5160 SOUTH 1500 WEST, RIVERTON, UTAH 84405
PH: (801) 621-3100
WWW.REVEE-ASSOCIATES.COM

PROJECT NUMBER: 802042
DRAWN BY: J. HANSEN
ENGINEER: J. HANSEN

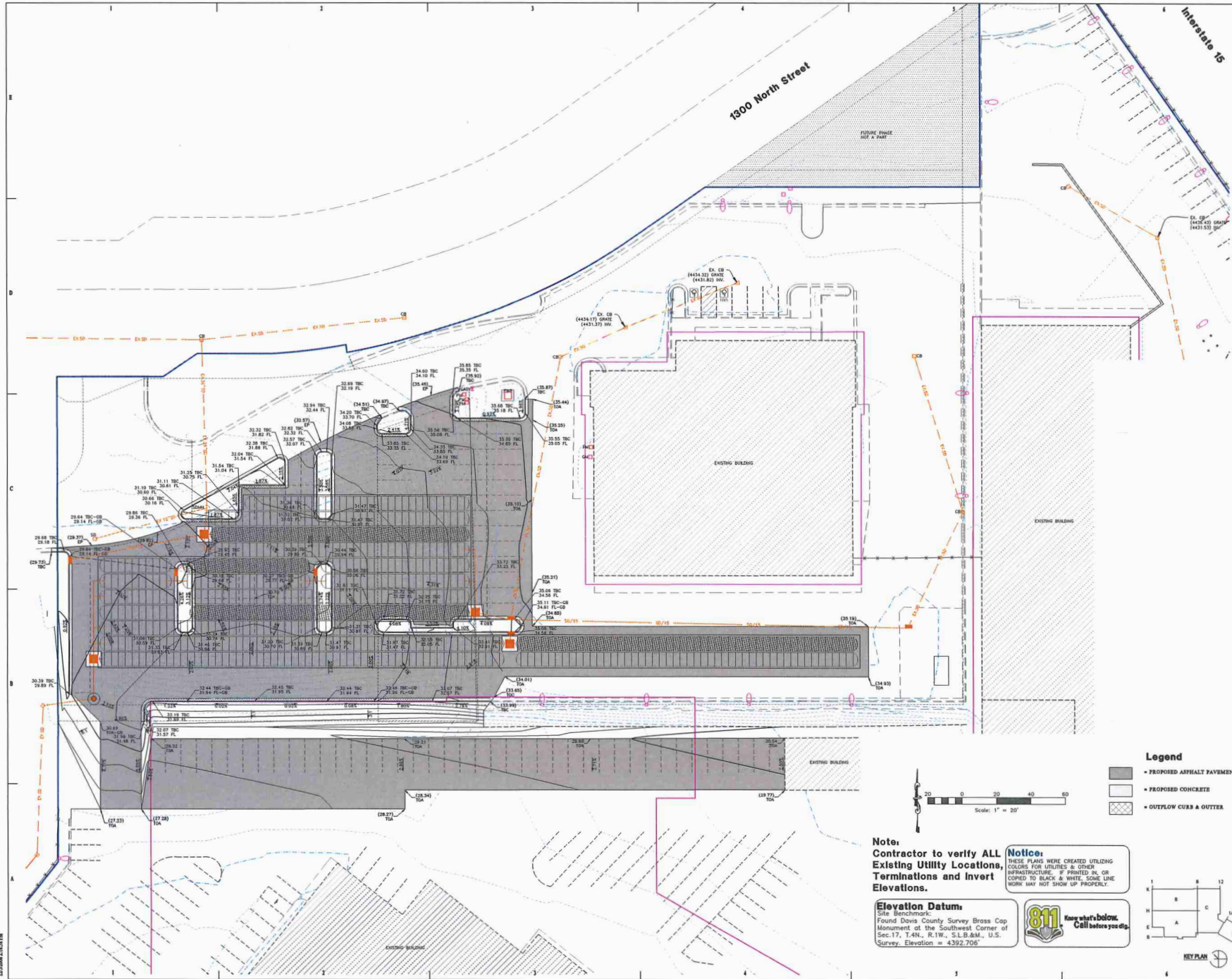
STAMP

Young's CDR+J

1234 N Main St.
Layton, Utah 84041

CHRYSLER DODGE JEEP RAM

MARK	DATE	DESCRIPTION
ISSUE NO.	15 SEPT 2023	
PROJECT NO.	21400	
CAD/DRAW FILE		
DRAWN BY: J. HANSEN	DRW	
CHECK BY: J. HANSEN	CHK	
SEPTEMBER 15, 2023		
SHEET TITLE		
Cover/Index Sheet		
C-1		



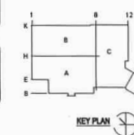
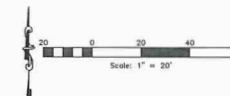
Note:
Contractor to verify ALL
Existing Utility Locations,
Terminations and Invert
Elevations.

Elevation Datum:
Site Benchmark:
Found Davis County Survey Brass Cap
Monument at the Southwest Corner of
Sec.17, T.4N., R.1W., S.1B.&M., U.S.
Survey. Elevation = 4392.706'

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COLORS FOR UTILITIES & OTHER
INFRASTRUCTURE. IF PRINTED IN BLACK OR
COPIED TO BLACK & WHITE, SOME LINE
WORK MAY NOT SHOW UP PROPERLY.



- Legend**
- PROPOSED ASPHALT PAVEMENT
 - PROPOSED CONCRETE
 - OUTFLOW CURB & GUTTER



CENTER POINT CONSTRUCTION
289 E 400 N, Morgan, Utah
AND

CLH ARCHITECTS ENGINEERS
Clay, Lowe & Hart, Inc. 2404 Washington Blvd.
Suite 510 • Ogden, Utah 84401
801.399.5921 www.clh.com

RA Reeve & Associates, Inc.
PROJECT NUMBER: 8628-02
DRAWN BY: JAD
CHECKED BY: JAD



Young's CDR+J
1234 N Main St.
Layton, Utah 84041



MARK DATE DESCRIPTION

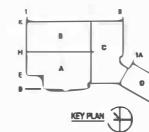
TITLE: 13 SEPT 2013
PROJECT NO: 31489
CAP PWD FILE
DRAWN BY: R. JANDON DRW
CHECKED BY: JEREMY DRAPER CHK

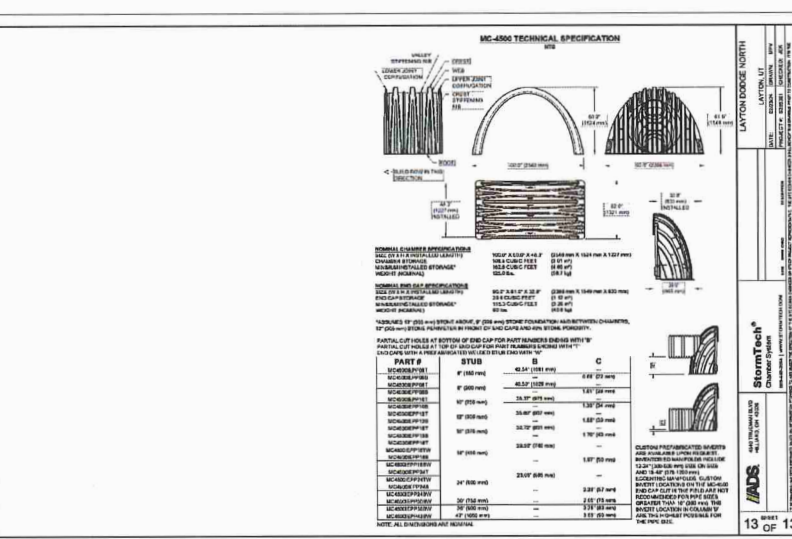
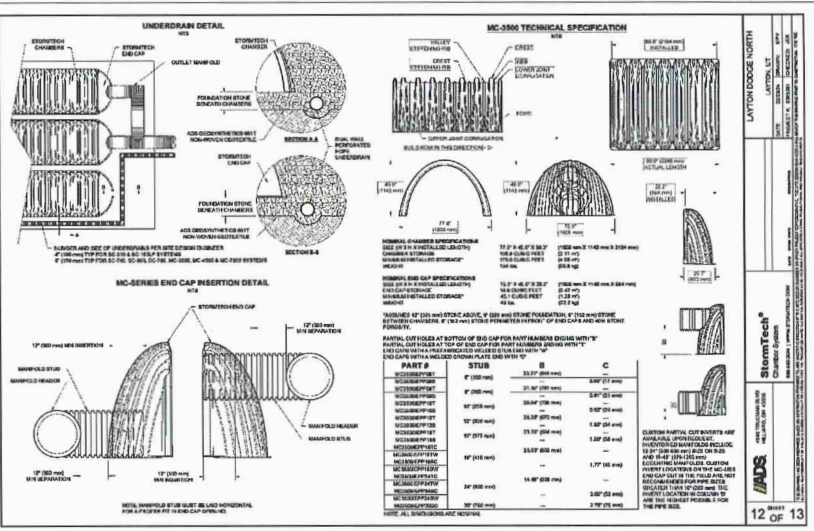
SEPTEMBER 15, 2013

Grading & Drainage Plan

C-6

13SEP2013 14:48 PM

[illegible][illegible][illegible]



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

Item Number: 5.B.

Subject:

Amend Title 3, Chapter 3.15, Section 3.15.010 Regarding Sewer, Garbage, Recycling, and other Miscellaneous Rates and Fees in the Layton City Municipal Code Consolidated Fee Schedule – Ordinance 26-20

Background:

The City has consolidated most fees and charges into one place within the Municipal Code, which is adopted and amended by ordinance. This ordinance requests the approval to amend the Consolidate Fee Schedule regarding sewer, garbage, and recycling rates, and other administrative fees.

Alternatives:

Alternatives are to: 1) Adopt Ordinance 26-20 amending the Consolidated Fee Schedule as proposed; 2) Adopt Ordinance 26-20 with modifications the Council deems appropriate; or 3) Not adopt Ordinance 26-20 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Ordinance 26-20 amending the Consolidated Fee Schedule.

ORDINANCE 26-20

**AMENDING SEWER, GARBAGE AND RECYCLE RATES AND OTHER 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 1st day of July, 2026.

Signatures on next page

PASSED AND ADOPTED BY THE LAYTON CITY COUNCIL _____.

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

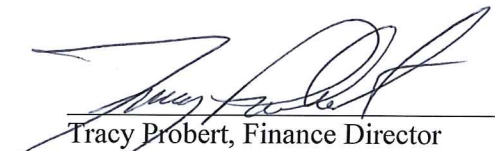
JOY PETRO, Mayor

ATTEST

KIMBERLY S READ, City Recorder



Clinton Drake, City Attorney



Tracy Probert, Finance Director

LAYTON CITY

CONSOLIDATED FEE

SCHEDULE

Effective July 1~~January 5~~, 2026

Consolidated Fee Schedule

Layton City Corporation

July 1~~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 <u>or USB devices</u>	\$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	\$ 3025 each
Incident reports:	\$10
Digital Photo requests	\$30 per hour (1 st hour is included. Preparation and any redaction)
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 \$.05-.005 per sq. ft. over 10,000 <u>sq. ft. per re-review</u>
Single family, two family and manufactured homes: 0 - 3,000 sq. ft.	\$100 per re-review
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 \$.05-.005 per sq. ft. over 7,000 <u>sq. ft. per re-review</u>
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

Special Occupancy Annual Fire Inspections

Day Cares	\$50 per hour/per inspector (minimum 1 hr.)
Group Homes	\$50 per hour/per inspector (minimum 1 hr.)
Assisted Living Facility	\$50 per hour/per inspector (minimum 1 hr.)
Skilled Nursing Facility	\$50 per hour/per inspector (minimum 1hr.)
Health Care Facility/Hospital	\$50 per hour/per inspector (minimum 1 hr.)

Fire Inspection Fee (Unincorporated County – Building, Business)	\$50 per hour/per inspector (minimum 1 hr.)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 Facility Use (other):

Use of Training facility grounds, rubble pile, roof prop, confined space prop or similar. Apparatus and equipment must be provided by the renter. Materials needed to reset any props to the original state of readiness will be provided by the renter. A member of Layton Fire Department will be onsite or available to assist as needed.

\$50 per hour (2 hour minimum)

Multi-Story Burn Building without “Live Fire”

Includes use of the tower, theater smoke machine and generator use. A member of Layton Fire Department will be onsite or available to assist as needed.

\$85 per hour (2 hour minimum)

Multi-Story Burn Building with “Live Fire”

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

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

Beverage Dispensing (CO2) Leak Detection System-Plan Review and Acceptance Inspections

\$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

Civil penalties for violations of the International Fire Code

Failure to maintain safeguards (IFC 109.1):

\$500

Failure to maintain means of egress (IFC 114.1.1):

\$750

Failure to obtain permits (IFC 105.1.1 and 901.3):

double the cost of the permit

Obstructing operations (IFC 104.12.2):

\$500

Occupancy before approval (IFC 105.3.3 and 901.5.1):

double the cost of the permit

Overcrowding (IFC 109.6):

\$100 per person over the permitted occupant load

Failure to comply with a stop work order (IFC 113.4):

double the cost of the permit

Violations concerning timing of installation, fire access roads, and water supply (IFC 501.4):

double the cost of the permit

Unsafe conditions in buildings (IFC 114.1.1):

\$500

Infractions of the code not listed in this section shall be penalized as set forth in the civil penalties' provisions of Section 16.04.050

Layton City Municipal Code

Parks & Recreation:

Parks:

Pavilion rental - Fees are double for non-residents-(cleaning deposits are refundable)

Mid-size Pavilion (\$50 cleaning deposit)

\$35 minimum for 4 hours
\$8 ea additional hour
\$75 maximum charge for the entire day

(Ellison, Andy Adams, Chapel, Oak Forest, Sand Ridge,
James Woodward, Vae View, Chelsie Meadows, Grey Hawk, Harmony Park, and both pavilions at Legacy Park)

Layton Commons Round Pavilion, Summer (\$100 cleaning deposit)

(Located at the center of Constitution Circle)

Reservations for the Layton Commons Round Pavilion cannot be made online. Reservations must be made and completed in person at the Parks and Recreation Office, (Surf'n Swim) 465 N Wasatch Drive

\$100.00 minimum for 4 hours
\$20.00 ea additional hour
\$180.00 maximum charge for the entire day

Layton Commons Round Pavilion, Winter (\$100 cleaning deposit)

Winter reservation includes the use of the area heaters

(Located at the center of Constitution Circle)

Reservations for the Layton Commons Round Pavilion cannot be made online. Reservations must be made and completed in person at the Parks and Recreation Office, (Surf'n Swim) 465 N Wasatch Drive

\$200.00 minimum for 4 hours
\$40.00 ea additional hour

\$360.00 maximum charge for the entire day

Layton Commons, Kenley Pavilion & Plaza* (\$100.00 cleaning deposit)

*Reservations for the Layton Commons, Kenley Pavilion & Plaza cannot currently be made online. Reservations must be made and completed in person at the Parks and Recreation Office, (Surf'n Swim) 465 N Wasatch Drive

\$150 minimum for 4 hours
\$20 ea additional hour
\$230 maximum charge for the entire day

Layton Commons, Kenley Pavilion & Plaza*, over 500 people (\$200 cleaning deposit)

\$300 minimum for 4 hours
\$40 ea additional hour
\$460 maximum charge for the entire day

*Events with over 1,000 people, additional Park space requirements or additional structures will require a Layton City, Special Event Application And may require a Davis County Mass Gathering Permit. Both the Special Event Application and the Davis County Mass Gathering Permit may include additional fees and/or insurance.

Park Space/Field Rental – Fees are double for non-residents. (cleaning deposits are refundable)

Playing field, non-lighted or equivalent open space in park (\$20 per field, per hour cleaning deposit)

\$20 per field, per hour

Lighted playing field (\$20 per field, per hour cleaning deposit)

\$35 per field, per hour

'Liberty Days' booth space with electricity

\$100 each

without electricity

\$75 each

Ed Kenley Centennial Amphitheater

Hourly rate includes use of the following: Amphitheater, Green Room, one (1) Technician, basic sound package and basic lighting package.

Tier I – Base Rental Fee (4 hour minimum)

\$50 per hour

(An event sponsored by a Layton resident organization, which does not charge admission.)

(Fee based on set-up 1 hour before and strike ½ hour after performance.)

Tier II – Base Rental Fee (4 hour minimum)

\$100 per hour

(An event sponsored by a non-resident organization, or an event where an admission is charged.)

(Fee based on set-up 1 hour before and strike ½ hour after performance.)

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
15,000 and Over

\$2.13 per 1,000 gallons or fraction thereof
\$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"
0 – 10,000 gallons with meter size of 3/4"
0 – 10,000 gallons with meter size of 1"
0 – 10,000 gallons with meter size of 1 1/2"
0 – 10,000 gallons with meter size of 2"
0 – 10,000 gallons with meter size of 3"
0 – 10,000 gallons with meter size of 4"
0 – 10,000 gallons with meter size of 6"
0 – 10,000 gallons with meter size of 8"

\$23.90 per month plus excess charge
\$23.90 per month plus excess charge
\$25.10 per month plus excess charge
\$29.90 per month plus excess charge
\$47.90 per month plus excess charge
\$89.90 per month plus excess charge
\$149.60 per month plus excess charge
\$299.20 per month plus excess charge
\$478.80 per month plus excess charge

Excess charge for users without access to secondary:

Between 11,000 and 25,000
26,000 to 45,000
46,000 to 79,000
80,000 and Over

\$2.13 per 1,000 gallons or fraction thereof
\$2.66 per 1,000 gallons or fraction thereof
\$3.88 per 1,000 gallons or fraction thereof
\$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"
0 – 6,000 gallons with meter size of 3/4"
0 – 6,000 gallons with meter size of 1"
0 – 6,000 gallons with meter size of 1 1/2"
0 – 6,000 gallons with meter size of 2"
0 – 6,000 gallons with meter size of 3"
0 – 6,000 gallons with meter size of 4"
0 – 6,000 gallons with meter size of 6"
0 – 6,000 gallons with meter size of 8"

\$23.90 per month plus excess charge
\$23.90 per month plus excess charge
\$25.10 per month plus excess charge
\$29.90 per month plus excess charge
\$47.90 per month plus excess charge
\$89.90 per month plus excess charge
\$149.60 per month plus excess charge
\$299.20 per month plus excess charge
\$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)

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

\$150

commercial, industrial or multiple family

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

late payment penalty on delinquent accounts

\$5 per delinquency

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"	\$462 426 each
1"	\$596 548 each
1 1/2"	\$2,094 1,952 each
2"	\$2,012 2,033 each
3"	\$2,745 2,382 each
4"	\$3,658 3,385 each
6"	\$5,729 5,024 each
8"	\$6,753 5,944 each

Construction water \$20

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

Water exaction fee in lieu of water shares: \$24,645.50 per acre-foot

~~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	\$40.00 37.00 per month
	multiple family units, 1st unit	\$40.00 37.00 per month
	plus each additional unit	\$40.00 37.00 per month
Trailer courts	1st unit	\$40.00 37.00 per month
	plus each additional unit	\$40.00 37.00 per month
Churches, schools, commercial, hotels, motels and similar		\$40.00 37.00 per month
plus, for the months of October thru April -		
\$2. 85 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. 85 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		\$16.00 13.65 per month
additional container		\$12.70 10.95 per month each
Recycling can – collected every other week		\$8.00 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	
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
Multi-family unit

\$ 4 per month
\$ 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)

~~\$7,300~~6,500 each

Single light fluted pole and fixture (SL-04)

~~\$3,600~~3,225 each

Double light fluted pole and fixture (SL-03)

~~\$7,000~~6,475 each

For street rights of way less than 66 feet:

Street light fixture (SL-02)

~~\$3,100~~2,825 each

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

~~\$250~~180 Minimum or \$80 per light

Community Development:

Business license fees:

Residential Solicitation (Door to Door Sales):	
Fee for each Solicitor	\$35
Home Occupation:	
low impact base fee (no offsite impact)	\$0
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
high impact inspection fee	\$50
Apartments:	
base fee	\$40
additional service fee	\$3 per unit
inspection fee	\$50
Small Commercial (under 10,000 square feet including outdoor sales area):	
base fee	\$120
additional for:	
beer or liquor permit	\$300
tobacco sales	\$50
inspection fee	\$50
Medium Commercial (10,000 to 40,000 square feet including outdoor sales area):	
base fee	\$120
additional for:	
police services	\$50
beer or liquor permit	\$300
tobacco sales	\$50
inspection fee	\$50
Large Commercial (over 40,000 square feet including outdoor sales area):	
base fee	\$120
additional for:	
police services	\$100
beer or liquor permit	\$300
tobacco sales	\$50
inspection fee	\$50
Bar/Tavern/Private Club:	
base fee	\$120
additional for:	
police/enforcement services	\$200
beer or liquor permit	\$450
inspection fee	\$50
Manufacturing/Warehousing:	
base fee	\$120
additional for:	
police services	\$50
inspection fee	\$50

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: 6.A.

Subject:

Text Amendment – Amend Layton City Municipal Code Title 19 Zoning, Chapter 19.21 Temporary and Seasonal Uses, Section 19.21.070 Seasonal Outdoor Vendors – Ordinance 26-15

Background:

The applicant, Tyson Roberts, is requesting removal of the requirement that pumpkin patch seasonal vendors enclose the area with a six-foot temporary fence. Both Christmas tree lots and pumpkin patch areas are regulated by the same code, which requires the areas to be enclosed with a six-foot temporary fence around the perimeter of the use as outlined in Section 19.21.070.

Each year in the City there is typically only one pumpkin patch location and three to four Christmas tree locations. The general purpose of the temporary fencing is intended to reduce trespassing, vandalism, and/or theft of equipment and display items. Based on information provided by the Police Department, there have been no incidences related to either Christmas tree lots or pumpkin patches within the City that would have been solved or mitigated by the fencing requirement. Staff also conducted a review of the municipal codes of all cities within Davis County. Outside of Layton City, Clinton City is the only other city in Davis County that requires any type of perimeter fencing for seasonal vendors.

Based upon the information provided by the Police Department, the data collected regarding how these uses are regulated throughout the County, and the limited use and scope of these two seasonal uses; the method of securing and screening should be left to the business owners. As such, Staff recommends the removal of the fencing requirement found in Subsection 19.21.070 for Seasonal Outdoor Vendors. Other elements of the seasonal outdoor vendors ordinance for cleanliness and maintenance of the area are to remain unchanged.

The proposed ordinance would change the 6-foot perimeter fence, from being required, to optional. In addition, the proposed amendment includes a minor clarification for the required site plan associated with seasonal uses, the clarification aligns with the codification method found in the previous two lines.

Alternatives:

Alternatives are to: 1) Adopt Ordinance 26-15, amending Layton Municipal Code Title 19 Zoning, Chapter 19.21 Temporary and Seasonal Uses, Section 19.21.070 Seasonal Outdoor Vendors as presented; 2) Adopt Ordinance 26-15 amending Layton Municipal Code Title 19 Zoning, Chapter 19.21 Temporary and Seasonal Uses, Section 19.21.070 Seasonal Outdoor Vendors with modifications; or 3) Not adopt Ordinance 26-15.

Recommendation:

On May 26, 2026, the Planning Commission forwarded a recommendation of approval to the City Council to adopt the proposed amendments Layton City Municipal Code Title 19 Zoning, Chapter 19.21 Temporary and Seasonal Uses, Section 19.21.070 Seasonal Outdoor Vendors as presented.

Staff supports the recommendation of the Planning Commission.

Layton City
ORDINANCE 26-15

**AN ORDINANCE AMENDING THE MUNICIPAL CODE FOR THE SEASONAL
OUTDOOR VENDORS**

**AN ORDINANCE AMENDING THE MUNICIPAL CODE FOR THE SEASONAL
OUTDOOR VENDORS TITLE 19, ZONING, CHAPTER 19.21, TEMPORARY AND
SEASONAL USES, SECTION 19.21.070 SEASONAL OUTDOOR VENDORS
REMOVING THE TEMPORARY PERIMETER FENCE REQUIREMENT.**

WHEREAS, Layton City has been petitioned to change the requirements for temporary fencing for pumpkin patch areas governed under seasonal outdoor vendor standards of Layton Municipal Code Section 19.21.070; and

WHEREAS, a six-foot temporary perimeter fence is required for Christmas tree lots and pumpkin patch areas; and

WHEREAS, the petitioner would like to remove the requirement for the six-foot perimeter fencing for pumpkin patch areas; and

WHEREAS, Staff has analyzed the request along with all other municipal codes for cities in Davis County and found that Layton City and Clinton City are the only two municipalities in the county to require fencing for seasonal outdoor vendors; and

WHEREAS, Staff has modified the petition to remove the fencing requirement for Christmas tree lots and pumpkin patch areas by providing temporary fencing as an option with a maximum height of six feet, that the fencing be of temporary construction, and be permeable to sight; and

WHEREAS, the Planning Commission reviewed the proposed changes on May 26, 2026, and after holding a public hearing, recommended approval of the proposed changes; and

WHEREAS, the City Council has reviewed the Planning Commission's recommendation and has received pertinent information in the public hearing regarding the proposal; and

WHEREAS, at the conclusion of the public hearing and upon making the necessary reviews, the City Council of Layton City finds it to be in the best interest of the health, safety, and welfare of its citizens to make the proposed amendments to Title 19 of the Layton Municipal Code;

NOW THEREFORE, be it ordained by the City Council of Layton City, UT as follows:

SECTION 1: Repealer. If any provisions of the municipal code previously adopted are inconsistent herewith they are hereby repealed.

SECTION 2: Amendment. Section "19.21.070" is hereby amended as follows.

...

- a. Christmas tree and ... Regional Commercial) zoning district;
- b. Christmas tree and ... fenced area being used;
- c. ~~Christmas tree and pumpkin patch areas shall be enclosed with a six foot temporary fence around the perimeter of the use; and~~ Fencing may be used for screening and security purposes. If used, fencing shall be temporary, pervious to sight, and not greater than six feet tall; and
- d. Applications shall include ... required in Section 19.21.020:
 - i. Location and dimensions of the display area;
 - ii. Location and number ... for customers; and
 - iii. Location of sales booth and any other temporary structure.

HISTORY

...

SECTION 3: Severability. If any section, subsection, sentence, clause, or phrase of this amendment 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 amendment.

SECTION 4: Effective Date. This ordinance being necessary for the peace, health, and safety of Layton City, shall go into effect at the expiration of the 20th day after publication or posting or the 30th day after final passage as noted below or whichever of said days is the more remote from the date of passage thereof.

****Signatures On Next Page****

PASSED AND ADOPTED by Layton City Council this _____.

JOY PETRO, Mayor
Layton City

Attest:

KIMBERLY S READ, City Recorder
Layton City

Jodyn Sanders

JADYN SANDERS, Assistant City Attorney
Layton City

Weston Applonie

WESTON APPLONIE, Community Development Director
Layton City

City Council Vote as Recorded:	AYE	NAY	ABSTAIN	ABSENT
Zach Bloxham	_____	_____	_____	_____
Mike Kolendrianos	_____	_____	_____	_____
Clint Morris	_____	_____	_____	_____
Bettina Smith Edmondson	_____	_____	_____	_____
Dave Thomas	_____	_____	_____	_____

RECORDED this _____.
PUBLISHED OR POSTED this _____.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

In accordance with Utah Code Annotated §10-3-713, 1953 as amended, I, the City Recorder of Layton City, hereby certifies that the foregoing Amendment was duly passed and published or posted at:

- 1. Layton City Center
- 2. Surf 'n Swim Bulletin Board
- 3. Davis County Library - Layton Branch

on the above referenced dates.

KIMBERLY S READ, City Recorder
Layton City

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

Item Number: 6.B.

Subject:

Accept Public Comment on Changes in Compensation for Executive Municipal Officers as Proposed in the City Budget for Fiscal Year 2026-2027

Background:

Utah State Code Section 10-3-818 requires the Council to hold a public hearing on changes in compensation for Executive Municipal Officers. A public hearing was advertised for and held on June 4, 2026, and continued to June 18, 2026, at 7:00 pm.

Alternatives:

Alternatives are to: 1) Accept public comment on changes to executive municipal officers' compensation as proposed in the City budget for fiscal year 2026-2027 and close the public hearing; or 2) Accept public comment on changes in compensation for executive municipal officers as proposed in the city budget for fiscal year 2026-2027 with any amendments the Council deems appropriate and close the public hearing.

Recommendation:

Staff recommends Council accept public comment about changes to executive municipal officers' compensation as proposed in the City budget for fiscal year 2026-2027 with any amendments the Council deems appropriate, and close the public hearing.

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

Item Number: 6.C.

Subject:

Adopt the Budget, Property Tax Rate, and Compensation Schedule for Elective and Executive Municipal Officers for Fiscal Year 2026-2027 – Ordinance 26-19

Background:

Utah State Code Section 10-6-118 requires the Council to adopt a budget on or before June 30, 2026. Section 10-6-133 requires the Council to set a Property Tax Rate on or before June 22nd of each year, or September 1st in the case of a property tax rate increase. Section 10-3-818 requires the Council to change the compensation of elective and executive municipal officers by ordinance.

A public hearing was set and advertised for June 4, 2026, to hear from all interested persons regarding the proposed budget and proposed property tax rate. A separate public hearing was scheduled and advertised for June 4, 2026, to hear from all interested persons regarding the proposed changes to the schedule of compensation for elective and executive municipal officers. The tentative budget has been available for public inspection since May 7, 2026.

Changes to the annual compensation of executive municipal officers will be the same as all other City employees. During the Council work meeting dated June 4, 2026, an adjustment of compensation for the Mayor and Councilmembers based on a market survey of compensation in comparable cities was discussed. It was determined that further consideration of this matter was necessary prior to the adoption of the final budget on June 18, 2026.

At the public hearing on June 4, 2026, the Council continued the hearing to the June 18, 2026, Council meeting. The Council should hear from all interested persons regarding the budget, proposed property tax rate, and compensation of elective and executive municipal officers. The proposed Property Tax Rate is equivalent to the Certified Tax Rate provided by the Davis County Auditor and the Utah State Tax Commission.

The Mayor and Council received copies of the budget document prior to the meeting.

Changes to the tentative budget, if any, will be discussed in detail.

Alternatives:

Alternatives are to: 1) Adopt Ordinance 26-19 to approve the proposed budget, proposed property tax rate, and compensation schedule for elective and executive municipal officers for Fiscal Year 2026-2027; 2) Adopt Ordinance 26-19 with any modifications the Council deems appropriate; or 3) Not adopt Ordinance 26-19 and remand to Staff with directions.

Recommendation:

Staff recommends Council adopt Ordinance 26-19 to approve the proposed budget, proposed property tax rate, and compensation schedule for elective and executive municipal officers for Fiscal Year 2026-2027.

ORDINANCE 26-19

ADOPTING THE BUDGET, PROPERTY TAX RATE AND COMPENSATION SCHEDULE FOR ELECTIVE AND EXECUTIVE MUNICIPAL OFFICERS FOR LAYTON CITY FOR FISCAL YEAR JULY 1, 2026, THROUGH JUNE 30, 2027.

WHEREAS, a tentative budget was prepared, adopted, and made available to the public by the City Council as required by law; and

WHEREAS, a public hearing has been published as required by law and held on Thursday, June 4, 2026, for the purpose of hearing all interested persons on the matter of said budget; and

WHEREAS, said public hearings, having been duly and regularly held and all persons present to be heard having been heard; and

WHEREAS, the City Council has duly and fully considered the proposed budget and is ready to adopt the budget, property tax rate and compensation schedule for elective and executive municipal officers for Layton City, Utah.

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

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

SECTION II: Enactment. That the City Council of Layton City, Davis County, State of Utah, does hereby adopt a proposed property tax rate of .001089, which is equivalent to the certified property tax rate, as defined in the Utah State Code and as determined by the Davis County Auditor and the Utah State Tax Commission.

SECTION III: That the City does hereby adopt a budget for the fiscal year beginning July 1, 2026, in form and amount set forth in the written budget document attached hereto and made a part of this ordinance as though set forth in full herein.

SECTION IV: That the amounts of compensation for the executive municipal officers of Layton City are hereby amended as set forth in the compensation schedule and are to be adjusted in the same manner and based on the same economic measures as the City's general employees, unless otherwise directed by the City Council. Compensation for elective officials will be adjusted based on the survey of similar Cities as is the policy of the City for all compensation of employees.

SECTION V: That there are hereby appropriated funds from the estimated revenues of Layton City, such sums as necessary to pay the estimated expenditures hereto set forth and made a part hereof. That in addition to these revenues and expenditures, any encumbered funds and accounts for fiscal year ending June 30, 2026, shall be added as if herein included.

SECTION VI: 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 VII: Effective Date. This ordinance being necessary for the peace, health and safety of the City shall become effective immediately upon posting.

****Signatures on next page****

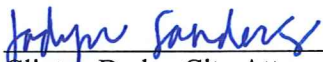
PASSED AND ADOPTED BY THE LAYTON CITY COUNCIL _____.

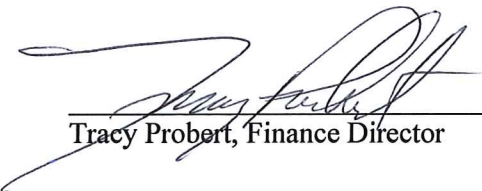
	AYE	NAY	ABSENT	ABSTAIN
Joy Petro	_____	_____	_____	_____
Zach Bloxham	_____	_____	_____	_____
Clint Morris	_____	_____	_____	_____
Mike Kolendrianos	_____	_____	_____	_____
Bettina Smith Edmondson	_____	_____	_____	_____
Dave Thomas	_____	_____	_____	_____

JOY PETRO, Mayor

ATTEST

KIMBERLY S READ, City Recorder

For: 
Clinton Drake, City Attorney


Tracy Probert, Finance Director

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

Item Number: 6.D.

Subject:

Amend the Budget for Fiscal Year 2025-2026 – Ordinance 26-18

Background:

Utah State Code Sections 10-6-127 and 10-6-128 provide that amendments may be made to any fund after publishing and holding a public hearing.

A public hearing was published for June 18, 2026, to receive comment from all interested persons regarding the amendments to the 2025-2026 budget.

Staff compiled a summary of the amendments as part of the proposed ordinance and will provide them to the Council for review.

The Council should receive comments from all interested persons regarding the amendments prior to adoption.

Alternatives:

Alternatives are to: 1) Adopt Ordinance 26-18 to amend the budget for fiscal year 2025-2026; 2) Adopt Ordinance 26-18 with modifications the Council deems appropriate; or 3) Not adopt Ordinance 26-18 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Ordinance 26-18 amending the budget for fiscal year 2025-2026.

ORDINANCE 26-18

AMENDING THE ADOPTED BUDGET FOR LAYTON CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026

WHEREAS, a budget for fiscal year 2025-2026 was previously approved and adopted by the City Council as required by law; and

WHEREAS, a public hearing has been published as required by law for Thursday, June 18, 2026, at 7:00 p.m., at the Layton City Center, for the purpose of hearing all interested persons on the matter of said budget amendments; a public hearing was held on Thursday, June 18, 2026; and

WHEREAS, said public hearing having been duly and regularly held, and all persons comments having been heard; and

WHEREAS, the City Council must approve and adopt amendments to the budget for the period beginning July 1, 2025, and ending June 30, 2026, for Layton City, Utah.

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

That the City Council of Layton City, Davis County, State of Utah, does hereby approve and adopt the budget amendments for the fiscal year beginning July 1, 2025, and ending June 30, 2026, in form and amounts set forth in the written document attached hereto and made a part of this ordinance, as though set forth in full herein.

PASSED AND ADOPTED BY THE LAYTON CITY COUNCIL_____.

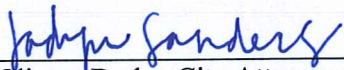
	AYE	NAY	ABSENT	ABSTAIN
Joy Petro	_____	_____	_____	_____
Zach Bloxham	_____	_____	_____	_____
Clint Morris	_____	_____	_____	_____
Mike Kolendrianos	_____	_____	_____	_____
Bettina Smith Edmondson	_____	_____	_____	_____
Dave Thomas	_____	_____	_____	_____

JOY PETRO, Mayor

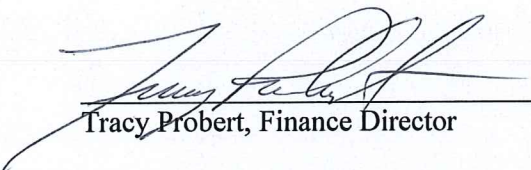
ATTEST

KIMBERLY S READ, City Recorder

For:



Clinton Drake, City Attorney



Tracy Probert, Finance Director

Layton City Corporation
FY 2025-2026 Budget Amendment Summary

General Fund

\$	922,960.61	Net additions and reductions of the budget
\$	226,078.55	Appropriation of Fund balance <i>My Hometown project, Facilities personnel and projects, First responder mental health fund</i>
\$	695,382.06	Revenue received for which a preliminary estimate was not available <i>Wildland Fire, Police and Fire Special Services, Fire Academy, donations</i>
\$	1,500.00	Grant revenue that was unanticipated or for which a preliminary estimate was not available
\$	922,960.61	

Layton City Corporation
FY 2025-2026 Budget Amendment Summary
Other Funds

Davis Metro	\$	114,653.00	Additional High Intensity Drug Trafficking revenue
SWAT	\$	100,644.00	Transfer funding to the Capital Projects Fund
911 Dispatch	\$	67,293.39	Recognize grant revenue from the Utah Communication Agency
RAMP	\$	23,798.87	Funding for Museum projects, children's playroom exhibit
Capital Projects	\$	312,214.38	Various projects, see detail
Water	\$	201,700.00	Weber Basin Water contract was higher than estimated
Storm Water	\$	65,000.00	Storm Water Master Plan
Emergency Medical	\$	178,806.99	Wildland fire, Ambulances, State medicaid assessment

Budget Amendments Fiscal Year 2025 - 2026

Fund:		Increase (Decrease)
Department/Division	Description	
General Fund:		
Expenditure:		
Community Development	Establish funding for My Hometown partnership	\$ 50,000.00
Finance - Facilities		
	Appropriate additional funding for unexpected extension of employment of Facilities Foreman and other personnel items	\$ 118,000.00
	Appropriate additional funding for completion of the Davis Arts Council office space at the City Center	11,150.00
		\$ 129,150.00
Parks and Recreation		
	Transfer donated funding to the capital projects fund for amphitheater roof replacement	40,000.00
	Appropriate funding received for America 250 to related activities	1,500.00
	Transfer donated funding to the CIP fund for the Freedom Memorial Plaza	7,157.00
	Appropriate donated funding for the expansion of the children's playroom exhibit at the museum	10,929.64
	Appropriate funding from RAMP to the Museum for temporary wages	12,869.23
	Appropriate funds for memorial bench	1,600.00
	Appropriate funding for temporary employees at the museum	6,122.00
		\$ 80,177.87
Police		
	Appropriate police special services revenue for Metro overtime	75,708.94
	Appropriate funding for First Responder Mental Health fund	30,223.75
	Appropriate funding for special services overtime	134,542.72
	Appropriate funds for DARE supplies	4,336.37
	Appropriate funds for CIT class training and supplies	6,246.43
		\$ 251,058.21
Fire		
	Appropriate funding for fire alarms and special events	6,485.00
	Appropriate funding for reimbursable expenditures by employees	1,244.87
	Appropriate funding received from outside agencies for station alerting	9,288.50
	Appropriate funding from training tower usage by outside department	17,460.00
	Appropriate funding reimbursement for Wildland Fire responses	170,538.78
	Transfer reimbursements for Wildland Fire responses to CIP fund for apparatus replacement	207,557.38
		\$ 412,574.53
Total General Fund Expenditure		\$ 922,960.61
General Fund:		
Revenue:		
	Use of fund balance for My Hometown partnership	\$ 50,000.00
	Use of fund balance for facilities projects and personnel	129,150.00
	Use of fund balance for DARE supplies	4,336.37
	Use of fund balance for CIT training supplies	6,246.43
	Use of fund balance for First Responder Mental Health Resource Grant	30,223.75
	Recognize police special services revenue	134,542.72
	Recognize revenue from police special services from Metro	75,708.94
	Recognize donation for the Freedom Memorial Plaza and transfer funds to the CIP fund for project assignment	7,157.00
	Recognize donated funds for a memorial bench	1,600.00
	Use of fund balance for temporary employees at the museum	6,122.00
	Recognize the transfer of RAMP funding for museum temporary wages	12,869.23
	Recognize funding from America 250 Grant	1,500.00
	Reappropriation of fund balance that should have been recorded in fund 49 for apparatus replacement	207,557.38
	Recognize miscellaneous expense reimbursement from employees	1,244.87
	Recognize funds donated by the museum board to expand renovation of the childrens playroom exhibit	10,929.64
	Recognize revenue from outside agencies for station alerting	9,288.50
	Recognize revenue from fire alarms and special events	6,485.00
	Recognize miscellaneous revenue received from training tower usage	17,460.00
	Recognize donation for amphitheater roof project to be transferred to the Capital Projects fund	40,000.00
	Recognize revenue received from Wildland Fire assignments	170,538.78
Total General Fund Revenue		\$ 922,960.61
Davis Metro Strike Force		
Expenditure:		
	Appropriate funding received for High Intensity Drug Trafficking (HIDTA) Grant	\$ 114,653.00
Revenue:		
	Recognize revenue received from HIDTA Grant	\$ 114,653.00
911 Dispatch Fund		
Expenditure:		
	Appropriate Utah Communication Agency Grant to equipment account	\$ 67,293.39
Revenue:		
	Recognize revenue from the Utah Communication Agency Grant for equipment	\$ 67,293.39

Budget Amendments Fiscal Year 2025 - 2026

Fund:		Increase (Decrease)
Department/Division	Description	
RAMP		
Expenditure:		
	Appropriate funding donated by the museum board to enhance a RAMP project on the Children's playroom exhibit	\$ 10,929.64
	Appropriate funding to the museum for temporary wages	12,869.23
		\$ 23,798.87
Revenue:		
	Recognize funding donated by the museum board and transferred from the General Fund.	\$ 10,929.64
	Transfer funds to the museum for temporary wages	12,869.23
		\$ 23,798.87
SWAT Fund		
Expenditure:		
	Appropriate funding from various sources for new SWAT Fund to training and supplies	\$ 100,644.00
Revenue:		
	Recognize assessments to partner agencies	\$ 40,824.00
	Recognize transfer of funding from General Fund from police administration and patrol	59,820.00
	Recognize assessments to partner entities and transfers from the General Fund of the City	\$ 100,644.00
Capital Projects Fund		
Expenditure:		
	Appropriate funds from the General Fund from Wildland Fire reimbursements for apparatus replacement	\$ 207,557.38
	Appropriate additional funding for planned City Center facilities projects	7,500.00
	Appropriate donated funding to the Freedom Memorial Plaza project	7,157.00
	Appropriate and assign funding received from Ed Kenley for the amphitheater roof replacement project	90,000.00
		\$ 312,214.38
Revenue:		
	Use of fund balance to assign funding received specifically for the amphitheater roof replacement project	\$ 90,000.00
	Use of fund balance for project overruns on planned facilities project at the City Center building	7,500.00
	Recognize a transfer from the General Fund for Wildland Fire for apparatus replacement	207,557.38
	Recognize transfer of donated funds for the Freedom Memorial Plaza	7,157.00
		\$ 312,214.38
Water Fund		
Expenditure:		
	Appropriate additional funding to the Weber Basin Water contract, budget estimates were lower than contract actual amounts	\$ 201,700.00
Revenue:		
	Use of net assets and reductions in fluoride funding to cover shortfall in Weber Basin Water contract budget	\$ 201,700.00
Storm Water Fund		
Expenditure:		
	Appropriate funding for the completion of the master plan	\$ 65,000.00
Revenue:		
	Use of Storm Water impact fees for completion of the Storm Water master plan	\$ 65,000.00
Emergency Medical Services		
Expenditure:		
	Appropriate additional funding for ambulance replacement that was originally a remount	33,000.00
	Appropriation of net assets for funding the difference between remounted and new ambulances	37,000.00
	Appropriate additional funding for state/federal medicaid assessment	49,000.00
	Appropriate wildland fire response funding for related overtime	47,716.09
	Appropriate funding from EMS equipment	5,970.90
	Appropriate funding for reimbursable expenses by employees (recruit academy, testing, uniforms compliance)	6,120.00
		\$ 178,806.99
Revenue:		
	Use of net assets to cover the additional cost of replacement ambulance that was originally a remount	\$ 33,000.00
	Use of net assets for additional medicaid assessment	49,000.00
	Use of net assets for funding the difference between remounted and new ambulances	37,000.00
	Recognize reimbursement from employees, recruit academy and uniforms	6,120.00
	Recognize revenue from a per capita equipment grant reimbursement	5,970.90
	Recognize revenue from wildland fire response activities	47,716.09
		\$ 178,806.99