

**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JANUARY 5, 2016**

TITLE:	<u>RESOLUTION – Consideration of a Resolution of Eagle Mountain City, Utah, Amending the Consolidated Fee Schedule Regarding Franchise Fees, Construction Trailer Fees and Code Enforcement Fines.</u>		
FISCAL IMPACT:			
APPLICANT:	Eagle Mountain City		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY NSA, SSA or Citywide

NOTICES:

- Posted in 2 public places
- Posted on City webpage
- Posted on State website

REQUIRED FINDINGS:

Planning Commission Action / Recommendation
Vote: N/A

Prepared By:

NOTES/COMMENTS:

RECOMMENDATION:

City staff recommends that the City Council approve fees for construction trailers and franchise agreements, and fines for sign code violations.

BACKGROUND:

A flat fee for sales office and construction office trailers will streamline the process for applicants and staff by providing a consistent fee which will cover necessary inspections and reviews. The fee proposed is \$200 + State surcharge. The fee may be increased for trailers over 400 square feet as deemed necessary by the Building Official.

The Eagle Mountain Municipal Code, Section 13.10.040, currently sets the franchise application fee at \$50. As the fee is intended to cover the costs of staff review of a franchise agreement, City staff recommends raising the fee to \$750.

Sign enforcement fees will allow Code Enforcement to levy fines against individuals who repeatedly violate provisions of the Eagle Mountain Municipal Code relating to signage. The proposed penalties are: First violation, a written warning. Second violation, \$10. Third violation \$25, per sign, per day (until in compliance). Forth and subsequent violations \$50 per sign, per day (until in compliance).

RESOLUTION NO. R- -2016

**A RESOLUTION OF
EAGLE MOUNTAIN CITY, UTAH, AMENDING THE
EAGLE MOUNTAIN CITY CONSOLIDATED FEE SCHEDULE**

WHEREAS, the City Council of Eagle Mountain City is empowered by law to adopt resolutions establishing fees for municipal services and has established an equitable system of fees for providing municipal services; and

WHEREAS, the City Council has determined that it is necessary and appropriate to adopt an Easement Review Fee; and

WHEREAS, the City Council finds that it is in the public interest to reaffirm all fees and charges previously enacted in the Eagle Mountain City Consolidated Fee Schedule except for those fees and charges which are specifically amended or changed in this resolution;

NOW, THEREFORE, be it resolved by the City Council of Eagle Mountain City as follows:

1. The Consolidated Fee Schedule attached hereto as Exhibit A and the fees and charges set forth therein are hereby enacted and adopted for services received from Eagle Mountain City.
2. This Resolution is not intended to repeal, abrogate, annul, or in any way impair or interfere with existing provisions of other resolutions, ordinances, or laws except to effect modification of the fees reflected in the Consolidated Fee Schedule. The fees listed in the Consolidated Fee Schedule supersede present fees for services specified, but all fees not listed remain in effect. Where this Resolution imposes a higher fee than is imposed or required by existing provisions, resolution, ordinance, or law, the provisions of this resolution shall control.

This Resolution shall take effect at 12:01 a.m. on January 6, 2016.

EAGLE MOUNTAIN CITY, UTAH

ATTEST:

Chris Pengra, Mayor

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 5th day of January, 2016.

Those voting aye:

Those voting nay:

<input type="checkbox"/>	Adam Bradley	<input type="checkbox"/>	Adam Bradley
<input type="checkbox"/>	Ben Reaves	<input type="checkbox"/>	Ben Reaves
<input type="checkbox"/>	Colby Curtis	<input type="checkbox"/>	Colby Curtis
<input type="checkbox"/>	Stephanie Gricius	<input type="checkbox"/>	Stephanie Gricius
<input type="checkbox"/>	Tom Westmoreland	<input type="checkbox"/>	Tom Westmoreland

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

EAGLE MOUNTAIN CITY

CONSOLIDATED FEE SCHEDULE

Effective January 6, 2016

1. The following fees are hereby imposed as set forth herein:

1.1. Miscellaneous Fees

- 1.1.1. Compiling records in a form other than that are maintained by the City - actual cost and expense for employee time or time of any other person hired plus supplies and equipment Minimum Charge of \$10.00 per request
- 1.1.2. Certification of record \$1.00/certification
- 1.1.3. Postage Actual Cost to City
- 1.1.4. Other costs allowed by law Actual Cost to City
- 1.1.5. Miscellaneous copying \$0.10 printed page (8 ½ x 11)
 \$0.15 printed page (11 x 14)
 \$0.20 printed page (11 x 17)
- 1.1.6. Electronic copy of minutes of meetings \$30.00 per meeting
- 1.1.7. Bound copy of Development Code \$22.00
- 1.1.8. Bound copy of Street Guide \$8.00
- 1.1.9. Standard Specifications \$20.00
- 1.1.10. Policies & Procedures Manual \$20.00
- 1.1.11. Map Fees

Map Fees (Black & White)		
<u>Maps (Paper Sizes in Inches)</u>	<u>Cost</u>	<u>Cost with Aerials</u>
8 ½ x 11 (under 5 pages)	Free	\$1.00
11 x 17	\$1.00	\$3.00
24 x 36	\$10.00	\$12.00
36 x 48	\$15.00	\$16.00

Map Fees (Color)	
<u>Maps (Paper Sizes in Inches)</u>	<u>Cost</u>
8 ½ x 11	\$5.00
24 x 36	\$15.00
36 x 48	\$20.00

- 1.1.12. Subdivision Ordinance Packet \$5.00
- 1.1.13. Recreation Master Plan (bound copy) \$30.00
- 1.1.14. Capital Facilities Plan \$15.00
- 1.1.15. Solid Waste Collection:
 - 1.1.15.1. One Container \$10.00
 - 1.1.15.2. Second Container \$6.25
 - 1.1.15.3. Recycling Container \$4.00
 - 1.1.15.4. Surcharge Varies monthly according to Energy Information Administration Index
- 1.1.16. Electronic Copy of Documents on CD (per CD) \$3.00
- 1.1.17. Motor Vehicle Access to Open Space Permit \$25.00
 - 1.1.17.1. Damage Deposit (may be waived by Asst. PW Director) \$2,000.00
 - 1.1.17.2. Monitoring Fee (if required by Asst. PW Director) \$50.00 per hour
- 1.1.18. Use of the City Hall Building for small events (accommodating less than 25 people) not involving food \$50.00 + \$15.00 per hour (\$35.00 per hour on weekends)

- 1.1.19. Use of the City Hall Building for small events (accommodating less than 25 people) involving snacks and beverages..... \$100.00 + \$15.00 per hour (\$35.00 per hour on weekends)
..... (of which \$50.00 is kept by the City for deep cleaning)
- 1.1.20. Use of the City Hall Building for large events (accommodating 26 or more people) not involving food .
..... \$600.00 + \$15.00 per hour (\$35.00 per hour on weekends)
..... (of which \$200.00 is kept by the City for deep cleaning)
- 1.1.21. Use of the City Hall Building for large events (accommodating 26 or more people) involving food
..... (\$600.00 + \$15.00 per hour on weekends)
..... (of which \$200.00 is kept by the City for deep cleaning)
- 1.1.22. Candidate Filing Fee \$50.00
- 1.1.23. Easement Review Fee \$750.00
- 1.1.24. Franchise Agreement Application..... \$750.00

1.2. Library:

- 1.2.1. Photocopies:
 - 1.2.1.1. Black & White ONLY \$0.10 per page
 - 1.2.1.2. Computer Copies..... \$0.10 per page
 - 1.2.1.3. Scan/Email for each increment of 10 pages \$1.00
- 1.2.2. Faxes:
 - 1.2.2.1. Faxes for each increment of 10 pages \$1.00
- 1.2.3. Overdue Fines:
 - 1.2.3.1. Books \$0.10 per day/per item
 - 1.2.3.2. DVD's & Videos..... \$0.50 per day/ per item
 - 1.2.3.3. Inter-Library Loan Materials..... \$0.50 per day/per item
 - 1.2.3.4. Audio Books \$0.50 per day/per item
- 1.2.4. Fees:
 - 1.2.4.1. Lost/Stolen Library Card Replacement \$3.00
 - 1.2.4.2. Inter-Library Loan Fee \$3.00 per item
 - 1.2.4.3. Non-Resident Fee..... \$80.00 per family/per year or \$40.00 for 6 mos.
 - 1.2.4.4. Processing Fee for Lost/Damaged Items \$5.00 per item + cost
 - 1.2.4.5. Returned Check Fee \$25.00
 - 1.2.4.6. Sent to Collections \$20.00
 - 1.2.4.7. Computer use without an Eagle Mountain Library Card (effective 03/01/2014)\$1.00 per ½ hour
- 1.2.5. Overhead Projector:
 - 1.2.5.1. Use Fee..... \$75.00 refundable deposit + \$5.00 per day (3 day Maximum)
- 1.2.6. Repairable Damage:
 - 1.2.6.1. Dust Jacket (torn or missing) \$1.00
 - 1.2.6.2. Spine Repair \$2.00
 - 1.2.6.3. Torn Page \$1.00

- 1.2.6.4. Missing Barcode.....\$1.50 per occurrence
- 1.2.6.5. Wavy/Wrinkled Page Damage\$2.00 per occurrence
- 1.2.6.6. Missing RFID Tag (Radio Frequency Identification) \$2.50

1.2.7. Major Damage:

- 1.2.7.1. Items damaged beyond repair, deemed “unusable”, unable to circulate
..... A prorated fee based on shelf-life of book and number of times item has checked out.
- 1.2.7.2. To Determine Fee.....
Average life of book divided into cost of book. Multiply this by number of check outs.
Subtract that total from the total cost of book to get prorated amount.

1.2.8. Media Collection Fees:

- 1.2.8.1. Missing Video Case \$1.00
- 1.2.8.2. Missing DVD Case \$2.00
- 1.2.8.3. Missing Audio Book CD.....\$7.00 per missing item/if cannot replace one disk,
Patron will be charged full replacement cost.

1.2.9. Proctoring Fee:

- 1.2.9.1. Non-Residents of Eagle Mountain \$10.00

1.3. Animal Control:

- 1.3.1. Dog License Fee \$1.00 Administration Fee
..... +fees per Utah County Animal Control Shelter Fee Schedule
- 1.3.2. Redemption Fees..... per Utah County Animal Control Shelter Fee Schedule
..... And associated pickup and impound costs

1.4. Building:

1.4.1. Permit Fee Table

Total Valuation	Fee
\$1.00 to \$500.00	\$23.50
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof
Other Inspections and Fees:	
1. Inspections outside of normal business hours (minimum charge – two hours).....\$50.00 per hour 1	

2. Reinspection Fee.....	\$50.00 per hour	1
3. Inspections for which no fee is specifically indicated.....	\$50.00 per hour	1
4. Additional plan review required by changes, additions, revisions to plans, (minimum charge - ½ hour).....	\$50.00 per hour	1
5. For use of outside consultants for plan checking and inspections, or both	ACTUAL COST	2
1. Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.		
2. Actual costs include administrative and overhead costs.		

- 1.4.2. Commercial Plan Review Fees 65% of the permit fee per UBC 107.3
- 1.4.3. Residential Plan Review Fees... 25% of the permit fee per UBC 107.3
- 1.4.4. Plan Review Fee for Registered Plans 25% of the permit fee
- 1.4.5. Refunds for permits issued will be limited to 80 percent of the permit costs, no later than 90 days after the date of fee payment. No refunds for plan review costs will be given if the plan review has been conducted.
- 1.4.6. One-percent surcharge per building permit (Utah Code):

- 1.4.6.1. 80% submitted to Utah State Government
- 1.4.6.2. 20% retained by City for administration of State Collection

- 1.4.7. Buildings of unusual design, excessive magnitude, or potentially hazardous exposures, may, when deemed necessary by the Building Official, warrant an independent review by a design professional chosen by the Building Official. The cost of this review may be assessed in addition to the building permit fee set forth in this subsection.
- 1.4.8. Temporary Occupancy Fee \$100.00 plus 120% of value of uncompleted items
- 1.4.9. Plumbing Fees..... \$10.00 per fixture + \$25.00 for sewer
- 1.4.10. Mechanical Fees..... \$20.00 per furnace, \$10.00 per AC, \$8.00 per exhaust fan, \$50.00 per boiler Under 400,000 BTUs
- 1.4.11. Electrical 0.075% x Sq. ft.
- 1.4.12. Board of Appeals (Current Building Code) \$100.00
- 1.4.13. Residential Buildings & Commercial Buildings– Fees charged for building permits are set forth as per permit fee table (above).
- 1.4.14. Plan Review Fees for re-checking of plans \$200.00 + \$50.00 per hour after 1st hour
- 1.4.15. Fast Track Fee (Residential Only) \$400.00
- 1.4.16. Re-inspection fee..... \$50.00 per trade
- 1.4.17. Temporary Power Inspection \$100.00
- 1.4.18. Sales Office and Construction Trailer \$200 + State surcharge (Fee may be increased for trailers over 400 square feet as deemed necessary by the Building Official.)

1.5. Business License Fees:

- 1.5.1. Commercial Business License \$75.00
- 1.5.2. Home Based Business License..... \$25.00
Administrative note: Initial transition year changing from June expiration to annual expiration will be prorated from July 1 to anniversary date.
- 1.5.2.1. Home Based Business License with Inspections..... \$75.00
- 1.5.3. Business License Renewal Late Charge 45 days after expiration date25% Additional
- 1.5.4. Duplicate License (lost original, changing address, name of business, etc.)..... \$10.00
- 1.5.5. Temporary Licenses: Canvasser, Solicitors, and Other Itinerant Merchants

1.5.5.1. Application Fee	\$75.00
1.5.5.2. License Fee	\$10.00 for 10 consecutive calendar days
1.5.5.3. Home Sales License Fee	\$2.00 for 10 consecutive calendar days
1.5.5.4. License for Public Assemblies of 30 or more people	\$100.00 per day
1.5.6. Background Checks (when applicable).....	\$7.00 (as charged to City)
1.5.7. Bond for Contracting Bonding License	\$5,000.00
1.5.8. Liquor License	\$300.00
1.5.9. Film Permit.....	\$75.00

(Non-profit organizations and student productions are exempt)

1.6. Ordinance Enforcement:

1.6.1. Abatement of injurious and noxious real property and unsightly or deleterious objects or structures	Actual cost of abatement plus 20% of actual cost
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1.6.2. **Sign Enforcement:**

1.6.2.1. **First sign violation, a written warning. Second violation \$10. Third violation \$25, per sign, per day (until in compliance). Forth and subsequent violations \$50 per sign, per day (until in compliance).**

1.6.2.2. Sign Impound Release Fee	\$150.00 per sign (Except as abated by the City Council)
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1.7. Community Development:

1.7.1. Master Development:

1.7.1.1. Land Use Concept Plan*	\$250.00
1.7.1.2. Master Development Plan Application or Amendment	\$6,000.00
1.7.1.3. Capital Facility Plan Amendment Application Fee per Development	\$9,750.00
1.7.1.4. Concept Capital Facility Plan Amendment	\$1,000.00

1.7.2. Rezoning Request	\$1,350.00
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1.7.3. Conditional Use:

1.7.3.1. Conditional Use (new)	\$500.00
1.7.3.2. Conditional Use (amendment)	\$200.00
1.7.3.3. Accessory Apartments	\$230.00
1.7.3.4. Application Fee – Alternative Animal Management Plan.....	\$25.00
1.7.3.5. Application Fee – Hobby Breeder License	\$75.00

1.7.4. Subdivisions:

1.7.4.1. Subdivision Concept Plan*	\$300.00 + \$5.00 for each ERU over 40
1.7.4.2. Revised Approved Plat and Recorded Plat Amendment Fee (per amended lot)	\$1,500.00 + \$25.00 per lot
1.7.4.3. Preliminary Plat Processing Fee.....	\$400.00 + \$60.00/Lot
1.7.4.4. Condominium Fees:	

1.7.4.4.1. Conceptual Review*	\$650.00 + \$10.00 per ERU
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- 1.7.4.4.2. Preliminary Plat Review \$1,500.00 + \$26.00 per ERU
- 1.7.4.4.3. Site Plan and Final Plat Review..... \$1,900.00 + \$50.00 ERU
- 1.7.4.5. Final Plat & Development Agreement Processing Fee \$400.00 + \$95.00/Lot
- 1.7.4.6. Inspection Fees: (Based on Engineers' Estimate of the Project Cost).....3.2%
..... of the first \$750,000.00 estimate, 1% of the estimate amount exceeding \$750,000.00
- 1.7.4.7. Contractors, Subdivisions & Building Bonds:
 - 1.7.4.7.1. Performance and Guaranty 110% of Value plus 2 year warranty
 - 1.7.4.7.2. Contractor Infrastructure Protection Deposit..... \$1,000 Cash deposit for one home or \$5,000.00 cash deposit for more than one concurrent home or project.
 - 1.7.4.7.3. Owner Builder Protection Deposit.....\$1,000.00 Cash deposit
- 1.7.4.8. Lot Split Application Fee \$1,600.00
- 1.7.4.9. Lot Line Adjustment Fee..... \$575.00
- 1.7.4.10. Revised Approved Construction Plans \$600.00
- 1.7.4.11. Recordation Fee \$800.00
- 1.7.4.12. Minor Plat Recording Fee..... Staff Time + Utah County Recording Fee
- 1.7.5. Site Plan Review Fees:
 - 1.7.5.1. Residential Master Site Plan Review Fee..... \$2,000 (5-10 Acres), \$4,000 (10 Acres +)
 - 1.7.5.2. Residential Site Plan Review Fee..... \$60.00/DU
 - 1.7.5.3. Non-Residential Master Site Plan Review Fee \$2,000 (5-10 Acres), \$4,000 (10 Acres +)
 - 1.7.5.4. Non-Residential Site Plan Review Fee \$4,000.00 + \$250.00 per acre
 - 1.7.5.5. Temporary Non-Residential Site Plan Review Fee \$1,580.00
- 1.7.6. Annexation:
 - 1.7.6.1. Application Fee \$1,500.00 + \$5.00 per acre
 - 1.7.6.2. Capital Facility Plan Amendment Application Fee per Development \$9,750.00
- 1.7.7. Signs:
 - 1.7.7.1. Permit Fee per Sign Face \$50.00 (except as abated by the City Council)
 - 1.7.7.2. Sign Lease Fee As determined by the City Council
 - 1.7.7.3. Sign Lease Application Fee..... \$50.00
- 1.7.8. Streets:
 - 1.7.8.1. Street dedication or vacation \$300.00
 - 1.7.8.2. Street name change application \$100.00
 - 1.7.8.3. New street sign for name change approval
- 1.7.9. Board of Adjustment: variance, non-conforming use, conditional use appeal, appeal of Zoning Administrator \$100.00
- 1.7.10. Disposal of City Property: An amount to be set by action of the City Council on a case by case basis depending on the cost to the City and a fair and equitable charge to the applicant.
- 1.7.11. Application for Amendment to the General Plan and Development Code including text and map amendments in the nature of property rezoning shall be subject to an application fee of \$400.00 (No fee

is associated with suggestions from the public in the nature of improvements in the law, to amend the development code or general plan)

- 1.7.12. Land Disposal Application Fee \$150.00
- 1.7.13. Utah County Surveyor Review Fee..... \$125.00
(To be charged to initiating parties of annexations, disconnects, service district boundary creations or adjustments, consolidation of multiple local entities, or boundary adjustments between local entities.)

*Concept fees shall be credited towards additional application fees. Specifically, the processing fee required by the next application process shall be reduced by the amount paid for the concept plan review.

1.8. Utility Rates and Fees:

1.8.1. Concrete Inspection Permits:

- 1.8.1.1. Curb and gutter.....\$1.00 per linear foot
- 1.8.1.2. Sidewalk.....\$0.75 per linear foot

1.8.2. Excavation Permits, Asphalt/Concrete Cuts/Unimproved Surface:

- 1.8.2.1. Minimum fee for cuts in paved surfaces more than 3 years old..... \$300.00
- 1.8.2.2. Minimum fee for cuts in paved surfaces 3 years old or less..... \$2,000.00

1.8.3. Grading Permit:

- 1.8.3.1. 101 - 1,000 Yd³\$27.00 (1.5 hrs staff time)
- 1.8.3.2. 1,001 – 10,000 Yd³..... \$54.00 (3 hrs staff time)
- 1.8.3.3. 10,001 – 100,000 Yd³.....\$108.00 (6 hrs staff time)
- 1.8.3.4. Over 100,000 Yd³.....\$216.00 (12 hrs staff time)

1.8.4. Utility Deposits:

- 1.8.4.1. Deposit \$40.00

1.8.5. Water Rates Services Fees:

- 1.8.5.1. Monthly Base Rate \$20.00
- 1.8.5.2. Residential Tiered Water Rates:

<u>Small Lots Usage</u>	<u>Large Lots Usage (1,000 gallons)</u>	<u>Rate (Per 1,000 Gallons)</u>
Up to 65 kgal	Up to 120 kgal	\$0.80
65 – 115 kgal	120 – 170 kgal	\$0.85
115 – 165 kgal	170 – 230 kgal	\$0.90
Over 165 kgal	Over 230 kgal	\$0.95

1.8.5.3. Commercial & Industrial Tiered Water Rates:

		<u>Commercial</u>	<u>Institutional</u>
	<u>Base Rate</u>	\$20.00	\$20.00
Tier 1	Low	0	0
	High	170	500
	Cost	\$0.80	\$0.80

Tier 2	Low	170	500
	High	220	750
	Cost	\$0.85	\$0.85
Tier 3	Low	220	750
	High	-	-
	Cost	\$0.90	\$0.90

- 1.8.5.4. Construction Water Fee..... \$100.00
- 1.8.5.5. Construction Water Hydrant Rental Deposit..... \$900.00
- 1.8.5.6. Construction Water Hydrant Rental Fee \$10.00 per day for first 30 days;
\$100.00 per calendar month thereafter; together with Water Usage Rate of \$0.80 per kgal
- 1.8.5.7. Open Space Usage Rate \$0.80 per kgal
- 1.8.5.8. Meter Connection Fees: (In addition to Impact Fees where applicable)

- 1.8.5.8.1. Single Family Residential (meter size 5/8" or 3/4") \$450.00
- 1.8.5.8.2. Commercial, Industrial or Multi Family Residential

Water Meter Size	Connection Fee
3/4"	\$450.00
1"	\$640.00
1 1/2"	\$1,260.00
2"	\$1,920.00
3"	\$3,600.00
4"	\$5,120.00

- 1.8.5.8.3. Impact Fee Addition when applicable

1.8.5.9. Contractors shall provide a PVC construction water jumper approved by the City. A fee will be charged for construction water usage prior to a water meter installation by the city. In addition to the regular fee any damage to the water system by the contractor, will be repaired by the contractor responsible at his expense plus any additional city fees.

1.8.5.10. Damage to hydrant or hydrant meter by contractor will be deducted from the Water Hydrant Deposit.

1.8.5.11. Customer Requested/Reconnect/Disconnect Fee..... \$25.00

1.8.6. CWP Water Rate..... \$7,100.00 per acre foot
(CWP Water Rate shall increase by \$125.00 per year on July 1 of each calendar year unless otherwise adjusted by the City).

1.8.7. Banked Water Transfer Fee \$250.00

1.8.8. Sewer Rate and Fees:

1.8.8.1. North Service Area Sewer Fee:

- 1.8.8.1.1. Single Family Residential Usage Rate per ERU \$15.25 per month
- 1.8.8.1.2. Treatment Fee (TSSD) per ERU \$25.89 per month

1.8.8.2. South Service Area Sewer Fee:

- 1.8.8.2.1. Single Family Residential Usage Rate per ERU \$15.25 per month

1.8.8.2.2. SSA Treatment / Capital Bond Payment per ERU.....\$27.75 per month

1.8.8.3. West Service Area Sewer Fee:

1.8.8.3.1. Single Family Residential Usage Rate per ERU.....\$15.25 per month

1.8.8.3.2. WSA Treatment /Capital Bond Pmt./Loan Pmt. per ERU\$29.80 per month

1.8.8.4. WSA Wastewater Grant Reimbursement Fee for New Connections: \$5,325.60 per ERU (reduced \$266.28 per year for each calendar year after Division of Water Quality Project #202 Loan / Grant closing).

1.8.8.5. Reuse Water..... \$0.70 per kgal

1.8.8.5.1. Schools, Businesses and Churches
.....80% of water used for culinary purposes

1.8.8.6. Single Family Residential Connection Fee \$100.00 per ERU (Impact Fee Additional Where Applicable)

1.8.8.7. Commercial, Industrial or Multi Family Connection Fee
.....Estimated Cost of Connection plus 15% Administration Fee

1.8.8.8. North Service Area Facilities – Extraterritorial Service Connection Fee for each single-family residential connection..... \$150.00

1.8.8.9. North Service Area Facilities – Extraterritorial Services Line Capacity Fee for SID 98-1 for each single-family residential unit..... \$470.00

1.8.8.10. North Services Area Facilities – Timpanogos Special Service District Connection Fee for each single family residential unit..... \$2485.00

Fee Breakdown: \$2475.00 for TSSD - \$10.00 EMC Administrative Fee

1.8.8.11. North Service Area Facilities – Extraterritorial Sewer Service Usage Fee.....\$42.84 month

1.8.9. Storm Water Fee \$4.00 per ERU

1.9. Park:

Park Use Deposit Fee..... **Up to \$1,000***

***Set at time of application which may be up to \$1,000.00, depending on the use and rental time.**

1.9.1. Park Reservation:

	Resident	Non-Resident
Nolan Park <i>Pavilion Only</i>	\$15 – ½ day (10am to 2pm/4pm to dusk) \$30 – full day (10am to dusk)	\$25 – ½ day (10am to 2pm/4pm to dusk) \$50 – full day (10am to dusk)
Eagle Park Commons <i>Pavilion Only</i>	\$25 – ½ day (10am to 2pm/4pm to dusk) \$50 – full day (10am to dusk)	\$50 – ½ day (10am to 2pm/4pm to dusk) \$75 – full day (10am to dusk)
Silver Lake Amphitheater	\$25 – ½ day (10am to 2pm/4pm to dusk) \$50 – full day (10am to dusk)	\$50 – ½ day (10am to 2pm/4pm to dusk) \$75 – full day (10am to dusk)
Silver Lake Amphitheater <i>Pavilion Only</i>	\$15 – ½ day (10am to 2pm/4pm to dusk) \$30 – full day (10am to dusk)	\$25 – ½ day (10am to 2pm/4pm to dusk) \$50 – full day (10am to dusk)
Pioneer Park <i>Pavilion Only</i>	\$15 – ½ day (10am to 2pm/4pm to dusk) \$30 – full day (10am to dusk)	\$25 – ½ day (10am to 2pm/4pm to dusk) \$50 – full day (10am to dusk)

Walden Park <i>Pavilion Only</i>	\$15 – ½ day (10am to 2pm/4pm to dusk) \$30 – full day (10am to dusk)	\$25 – ½ day (10am to 2pm/4pm to dusk) \$50– full day (10am to dusk)
Meadow Ranch Park B <i>Pavilion Only</i>	\$25 – ½ day (10am to 2pm/4pm to dusk) \$50– full day (10am to dusk)	\$50 – ½ day (10am to 2pm/4pm to dusk) \$75 – full day (10am to dusk)
Sage Valley Park <i>Pavilion Only</i>	\$25 – ½ day (10am to 2pm/4pm to dusk) \$50– full day (10am to dusk)	\$50 – ½ day (10am to 2pm/4pm to dusk) \$75 – full day (10am to dusk)
Pony Express Park <i>Pavilion Only</i>	\$25 – ½ day (10am to 2pm/4pm to dusk) \$50– full day (10am to dusk)	\$50 – ½ day (10am to 2pm/4pm to dusk) \$75 – full day (10am to dusk)
Overland Trails Park <i>Pavilion Only</i>	\$25 – ½ day (10am to 2pm/4pm to dusk) \$50– full day (10am to dusk)	\$50 – ½ day (10am to 2pm/4pm to dusk) \$75 – full day (10am to dusk)
Eagle Point C <i>Pavilion Only</i>	\$25 – ½ day (10am to 2pm/4pm to dusk) \$50– full day (10am to dusk)	\$50 – ½ day (10am to 2pm/4pm to dusk) \$75 – full day (10am to dusk)
North Ranch <i>Pavilion Only</i>	\$25 – ½ day (10am to 2pm/4pm to dusk) \$50– full day (10am to dusk)	\$50 – ½ day (10am to 2pm/4pm to dusk) \$75 – full day (10am to dusk)

1.9.2. Soccer Field Rental:

- 1.9.2.1. Four-hour block, including line painting and restrooms \$250.00
- 1.9.2.2. Four-hour block, not including line painting and restrooms \$60.00
- 1.9.2.3. One hour, alone or in addition to a four-hour block, no line painting or restrooms ... \$15.00

1.9.3. Arena Fee Schedule:

- 1.9.3.1. Daily Rental, w/arena preparation 5 hrs and above \$350.00
- 1.9.3.2. Hourly Rental, arena as is less than 5 hrs\$30.00/hr
- 1.9.3.3. Full arena preparation water/worked \$75.00
- 1.9.3.4. Groomed Preparation Single Pass\$25.00 per work
- 1.9.3.5. Annual Single Riding Pass \$50.00
- 1.9.3.6. Annual Family (living at home dependents) Riding Pass \$100.00
- 1.9.3.7. Stall Rental 1-23 Daily\$15.00 first day/\$5 after
- 1.9.3.8. Day usage per-horse\$5/day per horse

Arena users must execute an application for arena use for each rental or have an arena use application on file at City Offices and verify availability of the arena for rental. Arena and stall rentals, hourly and daily will include a minimum deposit set at the time of application which may be up to \$1,000.00 depending on the use and rental time. All stall rentals and animal storage areas do not include feed or water (water is available on site) it's the renters responsibility for caretaking of the rented space and animals within. All rentals are interruptible at any time by the City to sponsor an event.

1.9.4. Sheriff's Office:

- 1.9.4.1. Personnel Fee – Deputy (four hour minimum)\$53.00 per deputy per hour
- 1.9.4.2. Vehicle Fee \$0.50 per mile per vehicle

1.9.5. Public Works Department:

- 1.9.5.1. Personnel Fee..... Direct Cost + 100% (Overtime & Benefits)

1.9.6. Cemetery Fees:

- 1.9.6.1. Purchase of Burial Plot Fee:
 - 1.9.6.1.1. Eagle Mountain City Resident \$550.00
 - 1.9.6.1.2. Non-Resident \$1000.00

1.9.6.2.	Interment (opening/closing of the burial plot):	
1.9.6.2.1.	Adult	\$300.00
1.9.6.2.2.	Infant.....	\$200.00
1.9.6.3.	Weekend/Holiday (additional fee that municipal cemeteries charge to cover labor for overtime/holiday pay)	\$300.00
1.9.6.4.	Inspection fee (City staff will inspect the vault to ensure that the headstone is set correctly and according to regulations.)	\$35.00

2. General Utility Fees:

PAYMENT OF CHARGES, REIMBURSEMENT FOR PROFESSIONAL FEES, AND COLLECTION OF PAST DUE ACCOUNTS. This section amends, enacts new provisions and restates and consolidates prior resolutions of the City Council of the City of Eagle Mountain and clarifies the requirement for collection of facilities, construction payments, past due accounts and other remedies to collect past due accounts from development applicants and others.

2.1. As additional fees for development review and approval, each development applicant shall be responsible to reimburse the City of Eagle Mountain for all excess fees and charges plus 10% administrative costs incurred by the City of Eagle Mountain in the review and processing of the development applicants application for Subdivision, site plan review, building permit, Master Site Plan (original or amended) or other development review. Existing application fees stated above payable by applicants include reasonable monetary charges for professional services required to the City to review and process the developers application, however, if the project or development review requires more professional or other third party services than anticipated and provided for in the original application fee, the developer shall be responsible to reimburse the City for the excess reasonable fees and charges incurred in the review, processing and compliance assurance required by the City to complete consideration of the developers application. Such fees and charges shall accrue to, and are payable by, the development entity which executes the development application, or enters into a development agreement with the City of Eagle Mountain as required under the City Development Code.

2.2. The City shall bill developers for excess reimbursable fees accruing under paragraph A above and all other charges on a regular basis within forty-five (45) days of the payment of such reimbursable fees and/or accrual of other charges to the developer by the City. The billing by the City shall be in reasonable detail to permit the developer applicant to determine the reason for the expenditure, the project for which the fees or charges were incurred, and the rate or other basis for the reimbursement or other charge. Billings for reimbursable fees are due upon receipt and if the balance due is not paid within thirty (30) days of mailing, the developer applicant account is delinquent and the developer applicant is in default on its reimbursement fee obligations to the City. Every billing statement from the City to a developer shall be deemed correct, accurate, undisputed and due in full unless the City Treasurer is notified in writing of a dispute bill in reasonable detail to ascertain the exact question or matter in dispute within thirty (30) days of the postmarked date on the mailed statement or the date of hand-delivery if the statement is not delivered through the U.S. Mail.

2.2.1. Developer applicants, or their representatives, may informally confer with City staff to obtain further information, ask questions, and receive clarification of charges included on the billings. An informal conference may result in changes to the invoice from the City to the developer applicant.

2.2.2. If the invoice is corrected or changed, the developer applicant shall pay the corrected invoice within fifteen (15) days after receipt of a corrected invoice.

2.2.3. If the developer applicant does not dispute the billing, request information and engage in an informal conference with staff concerning the billing, the invoice shall be due thirty (30) days from the date of the invoice. Billed invoices shall be due and payable to the City thirty (30) days from the date of the invoice in the case of undisputed invoices and fifteen (15) days after receipt of a corrected invoice in the case of an invoice corrected after an informal conference or corrected after a decision by the City council.

2.2.4. If the developer applicant disputes any charge on the invoice from the City to the developer applicant, the developer applicant shall pay the amount of the invoice and notify the City in writing of the dispute, indicating each disputed item and the reason each disputed item is disputed. The total sum of

all disputed items shall constitute the contested amount of the payment by the developer applicant to the City.

- 2.3. The City Treasurer shall receive the disputed payment and the contested amount and shall notify the City Recorder of the contested payment. The City recorder shall notify the Mayor and provide the Mayor and Council with the statement of dispute received from the developer applicant.
 - 2.3.1. The City Council shall consider the payment dispute in a regularly scheduled City meeting. Notice of the time, date and place of the meeting where the disputed statement will be considered by the City Council will be mailed to the developer applicant not less than five (5) days before the date of the meeting. The developer applicant may be present and present any statement or evidence supporting the developer applicant's position with respect to the dispute.
 - 2.3.2. City Council shall cause the party to whom disbursement was made by the City to be present at the hearing on the disputed amount and after hearing all of the relevant evidence and statements of parties and staff, the City Council shall vote on each disputed item and determine whether or not to direct a refund to the developer applicant for any disputed charge. A final decision by the City Council may be made in the absence of the developer applicant disputing the statement in dispute.
- 2.4. Developer applicants must remain in good standing with all amounts due and payable to the City paid as such amounts become due. Developers or Master Developers who are delinquent in payment of reimbursable fees and charges to the City except facilities construction fee payments under Section 2.4.1, 2.4.2 and 2.4.3, or other charges to the City, are deemed to be in default and all processing of all applications before the City staff, Planning Commission or City Council shall be tabled until the developer applicant's default is cured by the timely payment of all fees and charges or the execution of an agreement for the payment of all fees and charges acceptable to the City Treasure or Administrator. Except as provided below, City staff are specifically instructed to verify that each Master Developer or developer applicant is in good standing with respect to all fees and charges owed to the City before presenting developer applications to the Planning Commission agenda or the City Council agenda, and specifically before recordation of plats or final signing and approval of site plans, building permits, or other development approval applications.
 - 2.4.1. Master Developers obligated to facilities construction fee payments to the City who are not current in the payment of all facilities fee construction payments and all major development applicants within the respective master development areas where the Master Developer is not current on all facilities fee construction payments, may qualify to continue to process major development subdivision applications as provided by the Development Code under special rules established in this Section 2.4.1 and in Section 2.4.2 and 2.4.3.
 - 2.4.2. Whenever a Master Developer is not current in the payment of facilities fee construction obligations, major development subdivision applications may be processed by the Planning Commission and City Staff and City Engineer up to consideration of the final plat of the subdivision by the City Council. No final vote shall be taken on the final plat or on the approval of a development agreement if the Master Developer or subdivider is in default in the payment of facilities fee construction obligations to the City. The Council shall not vote on the final plat or the subdivision development agreement for the period of time the Developer remains in default in the payment of the facilities fee obligations. The vote may be scheduled on the final plat and subdivision development agreement after the expiration of the period of time equal to the time between the date the facilities fee payment should have been paid to the City by the Master Developer and the date the payment was received by the City.
 - 2.4.3. Master Developers may qualify for the alternative processing provisions described in Sections 2.4.1 and 2.4.2, but shall only be qualified for the alternative processing if the Master Developer is current at the date of each processing request in the completion of all outstanding projects required to be completed at the date of the processing request. Master Developer projects include, but are not limited to, the completion of all subdivision development improvements required to be constructed by the

Master Developer, the completion of parks or other improvements, or the completion of other public improvements or dedication of open space consistent with the Master Developer's.

- 2.5. Utility customer's accounts are due and payable by the last day of each month. Customers who do not pay the full amount of the utility billing invoice on or before the last day of the month are in default and are subject to disconnection of utilities and collection of the delinquent amounts. This section describes the process for notification, termination of services, penalty/reconnection fees, and provision for deferred payments schedule contracts.
 - 2.5.1. Delinquent utility accounts will be charged a fee of the greater of \$15.00 (fifteen dollars) or 1% of the delinquent balance amount at the beginning of each month the accounts are delinquent.
 - 2.5.2. A final notice will be sent to the billing address within ten (10) days after the first working day of the month notifying the customer that if full payment of the past due balance is not received by the date listed on the notice that their service(s) will be subject to termination at any time after the date listed. Customers will be invited to contact City staff during this period to make special arrangements under extenuating circumstances, which may be approved by the City under the provisions of Section 2.5.4 below.
 - 2.5.3. Services terminated for non-payment shall not be reinstated (reconnected) until payment of the past due account balance along with a shut-off processing fee of \$50 has been paid to the City. The shut-off processing fee shall be charged, unless the City has received payment at or before 5:30 p.m. on the day specified by the City, regardless of whether or not the service(s) were actually terminated. The City will reconnect services within 24 hours after receiving full payment or after special arrangements have been made subject to the provisions of Section 2.5.4 below. City employees who perform the actual shutoff are not allowed to receive payment for Utility Services.
 - 2.5.4. A deferred payment schedule contract may be entered into with a delinquent customer, provided that the deferred payment schedule does not extend for a period of more than (1) year, provides for a specific amount in addition to payment of their current bill, to be paid each month together with interest as provided in Paragraph 2.6 below. Utility customers who do not comply with the terms of an executed deferred payment schedule contract, are subject to termination of service after the City provides the final notice provided in Section 2.5.2 above. Service terminated after default on a deferred payment contract shall not be reinstated until the past due balance has been paid in full. The City may, at its discretion, require an additional utility deposit be paid up to an amount equal to two (2) times the average monthly billing for the utility service.
 - 2.5.5. Customers will be charged a \$50.00 fee to turn utilities on for three business days. If the request is made for the utilities to be activated on Friday, then Saturday and Sunday would count as one business day and their 3-day period would then go from Friday through Monday.
- 2.6. All delinquent bills for utility service, invoices for reimbursable fees, or other charges owed to the City of every kind and nature except for returned checks shall be charged a fee of the greater of \$15.00 (fifteen dollars) or 1% of the unpaid balance at the beginning of each month the bill, invoice, or charge is delinquent.
 - 2.6.1. Each check or other instrument tendered to the City for payment of an obligation to the City and returned to the City as a dishonored instrument shall accrue the maximum penalty, services charges and other allowable fees for recovery of the amount due allowed by Utah law.
 - 2.6.2. Unpaid City accounts may be sent to Collections after a reasonable attempt has been made to collect the unpaid amounts. Collections will be pursued to the full extent of the law. A fee will be charged equal to the amount billed to the city by the collection agency used up to 40% of the unpaid balance as allowed by Utah State code 12-1-11 3b.

OTHER FEES. This Consolidated Fee Schedule is not intended to repeal, abrogate, annul, or in any way impair or interfere with existing provisions of other resolutions, ordinances, or laws except to effect modification of the fees reflected above. The fees listed in the Consolidated Fee Schedule supersede present fees for services specified, but all

fees not listed remain in effect. Where this Consolidated Fee Schedule imposes a higher fee than is imposed or required by existing provisions, resolution, ordinance, or law, the provisions of this Resolution shall control.

Recreation Area Use Agreement Youth Recreation Soccer

This Agreement is signed and entered into this _____ day of _____, 2016, by and between **Eagle Mountain City**, a Utah municipality (the “City”) and **Utah Youth Soccer Inc., Orem League #20**, a Utah non-profit corporation (“UYSI”).

RECITALS

WHEREAS, the City owns and maintains certain park areas known as Wride Memorial Park, Nolan Park, and Smith Ranch Park (the “City Parks”); and

WHEREAS, UYSI has experience operating recreational youth soccer programs in Utah; and

WHEREAS, UYSI desires to utilize the City Parks to operate a recreation youth soccer program for residents in Eagle Mountain City; and

WHEREAS, the City finds it is in the public’s best interest to allow UYSI to utilize the City Parks to provide a youth soccer program to the public.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants of the parties as hereinafter set forth, the City and UYSI mutually agree as follows:

1. **Standards.** UYSI shall promote a youth soccer program which is in keeping with the highest standards of recreation, physical education, good sportsmanship, and equal opportunity for participation in both practices/instruction and games/events.
2. **Nonprofit Corporation.** UYSI shall be organized as a current nonprofit corporation in the State of Utah with current articles of incorporation and bylaws on record with the City.
3. **Use of Parks / Approval.** UYSI may request to use City Parks for certain dates and times by submitted a request to the Parks & Recreation Director or designee annually for approval at least forty-five (45) days before the program/activity begins. UYSI shall not have an automatic or protected right to approval by virtue of having been an established group using City recreation areas in previous seasons, but the City shall make all reasonable efforts to accommodate field requests. The City reserves the right to deny the use of City recreation areas to UYSI if, in the City’s opinion and discretion, UYSI has public relations or financial problems, has violated any City policy, has abused City recreation areas or property, or has administered its program in such a way as to cause discredit to the City. The City reserves the right to modify UYSI’s approved times in

limited circumstances when it is established that a particular event will provide substantial benefit to the City. The City reserves the right to schedule activities and events at City recreation areas on an as-available basis.

3. **Roster of Participants.** UYSI will make available to the City for inspection, a roster of participants that lists the participant's name, team affiliation, address, and local phone number by the end of the second week of the regular season. The City will only review this information and will not retain a copy of the roster.
4. **Fees.** UYSI shall pay to the City at the start of each regular season a fee of \$4.00 per participant per season for use of above-named recreation area(s). This fee may be adjusted with the approval of the City Council.
5. **Insurance/Agreement.** UYSI must provide commercial general liability insurance in the amounts of \$1,000,000.00 combined single limit per occurrence with a \$2,000,000 aggregate limit. The required Automobile Liability limit is \$1,000,000. If the policies do not have these limits, an increase in the limits will be requested of the insured.

5.1 **Indemnification.** In addition, UYSI must indemnify Eagle Mountain City, its elected and appointed officials, officers, employees and volunteers from any and all claims, damages, lawsuits, losses and expenses (including attorney's fees), arising out of or resulting from UYSI's performance or failure to perform the activities conducted on City recreation areas, Alpine School District facilities, or other property.

5.2 **Certificate of Insurance.** A certificate of insurance must be completed per City requirements before this Agreement and scheduling date(s) are final.

5.2.1. The additional insured requirement on the certificate of insurance must be exactly as specified by the City.

5.2.2. The name of UYSI and its president must be the named insured on the required certificate of insurance.

6. **Insurance Limits.**

6.1. **Types.** UYSI shall procure and maintain the following types of insurance for the duration of this Agreement.

6.1.1. **Commercial General Liability.** Commercial General Liability ("CGL") insurance with coverage that is at least as broad as the Insurance Services Office Commercial General Liability coverage.

6.2. **Coverage Limits.** UYSI's required insurance shall have the following minimum coverage limits:

6.2.1. **Commercial General Liability.** \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. If the policy contains a general aggregate limit, the general aggregate limit must apply separately to this Agreement or the general aggregate limit shall be \$2,000,000.00.

6.3. **Workers' Compensation and Employer's Liability.** UYSI must provide Worker's Compensation and Employer's Liability for employee(s) of the group. Workers' Compensation and Employer's Liability limits required by Utah State law are required in the limits of \$1,000,000.00 per accident.

6.4. **Deductibles.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, the City may require that:

10.4.1. The insurer reduce or eliminate the deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or

10.4.2. UYSI procure a bond or letter of credit guaranteeing payment of any deductibles or self-insured retentions.

6.5. **Insurance Policy Provisions.** The insurance policies shall contain, or be endorsed to contain, the following provisions:

6.5.1. **Additional Insured.** Eagle Mountain City, its elected and appointed officials, officers, employees and volunteers are listed as additional insured, pursuant to the attached endorsement under the CGL policy. The coverage on said policy shall contain no special limitation on the scope of protection afforded to Eagle Mountain City, its elected and appointed officials, officers, employees and volunteers.

6.5.2. **Primary Insurance.** UYSI's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the City shall be in excess of UYSI's insurance and shall not contribute with it.

6.5.3. **Reporting.** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees or volunteers.

6.5.4. **Separate Application.** UYSI's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.5.5. **Waiver of Subrogation.** The insurers shall waive, in writing, all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from UYSI's actions in performing (or failing to perform) this Agreement.

6.5.6. **Cancellation.** Each insurance policy required by this Agreement shall contain an undertaking by the insurer to notify the City in writing not less than thirty (30) days before suspension, cancellation, or reduction in coverage or in limits of such insurance policy. If required insurance lapses, the City will terminate this Agreement.

6.7. **Certificates of Insurance.** UYSI shall provide the City with certificates of insurance and with original endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and approved by the City before use of City recreation areas. The City shall also have the right to receive a complete copy of any insurance policies required by this Agreement.

7. **Training and Certification.** UYSI shall demonstrate and/or provide evidence of a program for use in training, educating, and certifying officials, coaches, and supervisors involved in its program. Preferably, the certification would be by a formal national certifying group.
8. **Equipment.** UYSI shall use equipment approved by a certifying body as appropriate, shall keep that equipment in good condition, and shall encourage and train the correct usage by coaches and participants. If at any time the City determines to terminate this Agreement or if a group is not selected for Co-Sponsored prioritization after expiration of this Agreement, the parties agree that the City will be given the right of first refusal to purchase any equipment that will be sold by the UYSI within one (1) calendar year from the date UYSI no longer maintains co-sponsorship priority status. The parties will negotiate in good faith to establish the fair market value of the equipment.
9. **Support.** Inasmuch as the UYSI complies with the criteria in this Agreement, the City will provide recreation areas as available and promote the league via the City's webpage or other media outlets available to the City. The City assumes no financial responsibility to the UYSI or its constituents.
10. **Separate Entities.** The parties acknowledge that the parties are and will remain separate and independent entities and this Agreement does not create any partnership.
11. **UYSI Does Not Represent City.** UYSI does not represent the City and shall not hold itself out as a representative of the City, nor does UYSI have authority to act as a representative or agent of the City.
12. **Clean-Up.** UYSI shall make every reasonable and prudent effort to keep the area in which its activities are held clean and free from trash or other debris. The UYSI will clean up any trash and debris generated by its activities and place it in trash containers provided by the hosting facility. The City is not responsible for any maintenance or clean-up costs incurred through the negligence of UYSI.

13. **Safety.** UYSI shall conduct its activities in a safe manner and require participants to wear protective clothing and gear germane to the activity. UYSI shall be responsible for any monetary damages or injuries which result from its failure to conduct its activities in a safe manner.
14. **Indemnification.** UYSI shall release, indemnify and hold harmless Eagle Mountain City, its elected and appointed officials, officers, employees and volunteers from any and all claims, damages, lawsuits, losses and expenses (including attorney's fees), arising out of or resulting from UYSI's performance or failure to perform this Agreement and all of UYSI's activities conducted on City facilities/property or other hosting agency property.
15. **Termination.** Unless otherwise provided for in the Agreement, the City may issue a Notice of Termination to UYSI when a violation or breach of this Agreement occurs. UYSI will be given twenty (20) days to comply with any corrective action included in the Notice of Termination. If UYSI fails to comply with the terms as set forth in the Notice of Termination within the twenty (20) day period, the Parks and Recreation Director may terminate this Agreement. UYSI may appeal the termination decision to the Eagle Mountain City Administrator by submitting, within five (5) days of termination, a written notice of appeal including the group's name, address, contact telephone number, and a short statement explaining why termination is inappropriate. The City Administrator has ten (10) days from the date the notice of appeal is filed to resolve the appeal. In considering whether to terminate this Agreement, the City will make every effort to avoid termination that would negatively impact UYSI's regular season.
16. **Lawful Agreement.** The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, bylaws, and other legal requirements applicable to their operation.
17. **Compliance With Federal and State Law and City Ordinances.** All City ordinances regulating the use of parks are in effect. UYSI must comply with all other applicable local, state and federal laws.
18. **Utah Law.** This Agreement shall be interpreted pursuant to the laws of the State of Utah.
19. **Time of Essence.** Time shall be of the essence of this Agreement.
20. **Attorney's Fees.** In the event that either party should be required to retain an attorney because of the default or breach of the other or to pursue any other remedy provided by law, then the non-breaching or non-defaulting party shall be entitled to a reasonable attorney's fee, whether or not the matter is actually litigated.
21. **Interpretation of Agreement.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The

paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

22. **Amendments.** No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by the parties' written agreement.
23. **Binding Agreement.** This Agreement shall be binding upon the successors, administrators, and assigns of each of the parties hereto.
24. **Security.** UYSI is solely responsible for the safety and security of its activities and property. UYSI acknowledges and agrees that it has no recourse against the City for any vandalism or any damage done to the UYSI's property.
25. **Duration.** Eagle Mountain City reserves the right to determine the duration of UYSI's use of City recreation areas and property, but in no case shall the duration of this Agreement exceed five (5) years.
26. **No Assignment.** Neither party shall transfer or assign any of its rights, duties or obligations set forth in this Agreement to a third party without the prior written consent of the other party.
27. **No Presumption.** Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the term hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that both parties have participated in the preparation hereof.
28. **Additional requirements.**
 - 28.1. EMS shall openly publicize all meetings, board openings, and budgets using the internet and social media. Parental involvement is the goal.
 - 28.2. UYSI shall provide documentation to the City if requested establishing how background checks are being completed on all coaches and volunteers.
 - 28.3. All programs and activities shall be conducted inside the UYSI organization. UYSI should collect the money, publicize the program, hire the employees, insure the participants and employees, and maintain any profits that result.
 - 28.4. UYSI accepts responsibility for litter, trash, and clean up specific to their events and programs. This would include the responsibility of facility, sidelines, and field clean up. Parks Department crews will empty the trash cans, clean the bathrooms (where available), and maintain non-sports portions of the park.

EAGLE MOUNTAIN CITY

Chris Pengra, Mayor

ATTEST:

APPROVED AS TO FORM

Fionnuala B. Kofoed, MMC
City Recorder

Jeremy R. Cook, City Attorney

UTAH YOUTH SOCCER INC.

By: _____

Printed name: _____

Title: _____