#### COPPERTON METRO TOWNSHIP COUNCIL

#### **RESOLUTION NO. 2021-11-1**

**November 16, 2021** 

#### A RESOLUTION OF THE KEARN METRO TOWNSHIP CERTIFYING THE 2021 MUNICIPAL GENERAL ELECTION RESULTS

#### **RECITALS**

WHEREAS, the Copperton Metro Township ("Copperton") 2021 municipal general election was held on November 2, 2021; and

WHEREAS, the Copperton Metro Township Council ("Council") serves as the Board of Canvassers for Copperton ("Board") pursuant to Utah Code § 20A-4-301(2)(a); and

WHEREAS, Utah Code § 20A-4-301(2)(b) requires the Board to meet and canvas the election returns no sooner than seven days and no later than fourteen dates after the election; and

WHEREAS, the Salt Lake County Clerk's Office, Election Division, received and counted the election returns for each voting precinct; and

WHEREAS, the Board met on November 16, 2021, to canvass the returns of the 2021 municipal general election; and

WHEREAS, the Board publicly canvassed the returns and determined from the returns the vote of each voting precinct for each candidate.

NOW, THEREFORE, BE RESOLVED by the Council effective immediately:

- 1. The Copperton Metro Township Council, as the official Board of Canvassers, accepts and approves the attached election report for the 2021 Municipal General Election for the Copperton Metro Township.
- 2. The following candidates are declared to have received the number of votes indicated.

#### Councilmember At-Large Seat D – Four Year Term

David S. Olsen [insert final vote tally]

#### Councilmember At-Large Seat E – Four Year Term

Ronald Patrick [insert final vote tally]

Kevin Severson (write-in) [insert final vote tally]

3. The Copperton Metro Township Council, as the Board of Canvassers, declares "elected" the following persons to the municipal office indicated:

#### Councilmember At-Large Seat D – Four Year Term

David S. Olsen

#### Councilmember At-Large Seat E – Four Year Term

#### [insert name of winning candidate]

- 4. Pursuant to Utah Code § 20A-4-304, the Copperton Metro Township Recorder is authorized and directed to file the Certified Report of the Election Results when signed by the election officer and by the members of the Board of Canvassers as follows:
  - a. Record or file the certified report in a book kept for that purpose;
  - b. Prepare and transmit a certificate of election to each elected candidate;
  - c. Within seven days of the date of this resolution, post the attached summary: (1) in one public place within the Copperton Metro Township; (2) to the Utah Public Notice Website for one week; and (3) on the Copperton Metro Township Website for one week; and
  - d. File a copy of the certified report with the Lieutenant Governor.

[execution on following page]

### APPROVED and ADOPTED this 16<sup>th</sup> day of November, 2021.

#### COPPERTON METRO TOWNSHIP COUNCIL

	By:	
ATTEST	• _	Sean Clayton, Mayor
TTT TEST		
Sherrie Swensen, Clerk/Recorder		
Voting:		
Council Member Kathleen Bailey voting		
Council Member Sean Clayton voting		
Council Member David Olsen voting		
Council Member Tessa Stitzer		
Council Member Kevin Severson		

#### **2021 ELECTION RESULTS NOTICE**

Copperton Metro Township P.O. Box 8725 Hillcrest Street Copperton, Utah 84006

The Board of Canvassers for the Copperton Metro Township has prepared a certified report of the election results for the general municipal election held on November 2, 2021. A copy the certified report is available on the Copperton Metro Township website (https://coppertonutah.org/). To view or request a copy of the certified report, please contact Nichole Watt at <a href="mailto:nwatt@slco.org">nwatt@slco.org</a>, (385) 468-7400, or 2001 State Street South Building, First Floor, S1-200, Salt Lake City, UT 84190.

#### COPPERTON METRO TOWNSHIP COUNCIL

RESOLUTION NO.		<u>November 16, 2021</u>
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### A RESOLUTION ADOPTING THE COPPERTON METRO TOWNSHIP'S 2022 TENTATIVE BUDGET

WHEREAS, Copperton Metro Township ("Copperton") is a municipality and political subdivision of the state of Utah; and

WHEREAS, the Copperton Metro Township Council ("Council") is required to adopt a tentative budget for the upcoming calendar year pursuant to Utah Code § 10-6-111; and

WHEREAS, the Council prepared a budget and desires to adopt it as Copperton's tentative 2022 budget.

#### NOW, THEREFORE, BE IT RESOLVED as follows:

- 1. The Council adopts the attached as Copperton's 2022 tentative budget.
- 2. Pursuant to Utah Code § 52-4-207(5), the Council will hold a public hearing on December 15, 2021, at 6:30 p.m. at the Bingham Lion's Club, 8725 W. Hillcrest Street, Copperton, Utah 84006.
- 3. Pursuant to Utah Code § 10-6-113, notice of the public hearing will be posted: (a) in three public places within Copperton; (b) on the Utah Public Notice Website; and (c) on the Copperton Metro Township webpage.
- 4. A copy of the attached 2022 tentative budget will be made available for public inspection for a period of at least ten days prior to the public hearing pursuant to Utah Code § 10-6-112.
  - 4. This resolution will take effect upon its adoption.

[execution page follows]

#### APPROVED and ADOPTED this 16<sup>th</sup> day of November, 2021.

#### COPPERTON METRO TOWNSHIP

COUNCIL		
	By:Sean Clayton, Mayor	
ATTEST		
Sherrie Swensen, Clerk/Recorder		
Voting:		
Council Member Kathleen Bailey voting Council Member Sean Clayton voting Council Member David Olsen voting Council Member Kevin Serverson voting		



#### NOTICE OF PUBLIC HEARING

#### COPPERTON METRO TOWNSHIP COUNCIL

NOTICE IS HEREBY GIVEN Pursuant to Utah Code Title 10, Chapter 6, Section 113, that the Copperton Metro Township Council (the "Council") will hold two public hearings on December 15, 2021, beginning at 6:30 p.m. to receive public comment on: (1) an amendment to the Copperton fiscal year 2021 budget ("2021 Budget Amendment"); and (2) the tentative budget as amended (if amended) for the Copperton fiscal year 2022 ("2022 Tentative Budget").

The public hearings will be held consecutively and will take place at the Bingham Lion's Club located at 8725 W. Hilcrest Street, Copperton, Utah 84006.

The Council will consider the adoption of the 2021 Budget Amendment and the 2022 Tentative after taking comments from the public during the public hearings. The public is also invited to review and inspect the 2021 Budget Amendment and 2022 Tentative Budget at <a href="https://coppertonutah.org/">https://coppertonutah.org/</a>.

You may also obtain copies of the 2021 Budget Amendment and the 2022 Tentative Budget and submit written comments prior to the public hearing by contacting Nicole Watt at <a href="mailto:nwatt@slco.org">nwatt@slco.org</a> or (385) 468-7400. Individuals needing special accommodations (including ancillary communicative aids and services) during this public hearing should contact Ms. Watt three days before the public hearing.

#### COPPERTON METRO TOWNSHIP COUNCIL

RESOLUTION NO.	DATE	:

#### ADOPTING THE FEE 2022 FEE SCHEDULE

#### **RECITALS**

WHEREAS, the Copperton Metro Township ("Copperton") contracts with the Greater Salt Lake Municipal Services District ("MSD") to provide planning and development services; and

WHEREAS, in addition to Copperton, the MSD provides planning and development services to the metro townships of Kearns, Emigration Canyon, Magna, and White City as well as unincorporated Salt Lake County; and

WHEREAS, Section 3.42.040(A)(1) of the Copperton Metro Code states that all "fees to be charged by [a Copperton] office or agency shall be proposed by the agency each year as part of the annual budget processes;" and

WHEREAS, Section 3.42.040(A)(3) states that "[u]pon review and approval of fees by the...council, the fee schedule shall be placed on file with the...clerk;" and

WHEREAS, the MSD board approved the attached 2022 fee schedule for the planning and development services the MSD provides; and

WHEREAS, the Council desires to adopt the attached 2022 fee schedule.

NOW, THEREFORE BE IT RESOLVED BY THE COPPERTON METRO TOWNSHIP COUNCIL that effective on January 1, 2022:

- 1. The attached 2022 fee schedule is adopted pursuant to Section 3.42.040 of the Copperton Metro Township Code; and
- 2. Staff are instructed to file this resolution and the attached fee schedule with the Copperton Metro Township Clerk; and
- 3. Staff are instructed to post this resolution and the attached 2022 fee schedule to the Copperton Metro Township website and to the "Municipal Resolutions Book" within the Copperton' Municode page; and
- 4. Except as otherwise stated with the attached 2022 fee schedule, the 2022 fee schedule does not modify or alter any civil penalties set forth within the Copperton Metro Township Code, including but not limited to the civil penalties set forth in Section 19.94.070.

[execution on following page]

APPROVED and ADOPTED this	day of, 2021.
	COPPERTON METRO TOWNSHIP COUNCIL
	By:Sean Clayton, Mayor
ATTEST	
Sherrie Swensen, Clerk/Recorder	
Voting:	
Council Member Kathleen Bailey voting Council Member Sean Clayton voting Council Member David Olsen voting Council Member Kevin Serverson voting Council Member Tessa Stitzer voting	

## Final Fee Schedule

DRAFTED NOVEMBER 2021 FOR 2022

TRAVIS HAIR



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# Greater Salt Lake Municipal Service District Addressing Fee Schedule

Service	Service Detail	Fee		
		Flat Fee	*Per Lot	
Assignment of Address (A-1)	Provide assignment of address information on recorded subdivision plat and/or for individual parcel/building addresses. Ensure address information meets addressing standards and address information is suitable for mail delivery, public safety, utility services and general delivery of services.	\$100.00	\$40.00	
Correction of Address (A-2	Provide correction of addresses. Document the correction properly by filing an affidavit with the Salt Lake County Recorder's Office. Notify the property owner, public safety dispatch and the Salt Lake County Treasurer of the address change.	\$25.00	\$15.00	
Street Name Change (A-3)	Confirm petition meets required number of signatures. Document street name change and address change for each property along street by filing an affidavit with the Salt Lake County Recorder's Office. Notify the property owner, public safety dispatch and the Salt Lake County Treasurer of the address/street name change.	\$250.00	\$50.00	

<sup>\*</sup> Per lot fee is an addition to flat fee. For example, Assignment of Address fee for a single lot would be \$100 + \$40. For more than a one lot, the fee would be \$100 + (number of lots x \$40).

### Planning and Development Services Business License Fees

Services	Fee Activity Detail	Fee
Licensing Fees	General License Fee (optional for most businesses but required for Accessory Dwelling Unit business licenses)	\$150.00
Alcohol Related Licensing Fees	Single Event	\$150.00
	Off-Premise Beer Retailer	\$250.00
	Beer-Only Restaurant	\$350.00
	On-Premise Beer Tavern	\$350.00
	Resort	\$500.00
	Wholesale Beer	\$300.00
	Restaurant Liquor	\$500.00
	Manufacturing	\$350.00
	Recreational On-Premise Beer Retailer	\$350.00
	Limited Restaurant Liquor	\$500.00
	Club Liquor	\$600.00
	Banquet & Catering	\$500.00

### Planning and Development Services Building Permit Fees

Services	Fee Activity Detail	Fee
Administrative Fees	Cancelled Building Permit Fee	25% of Building Permit Fee
	Building w/o permit	2x Building Permit Fee
	Reinstatement Fee	½ of Building Permit Fee
	Reinstatement Fee (Final Inspections Only	\$200.00
State Surcharge	Applicable State Surcharge on all Permits	1% of Building Fee
Inspection Fees	Reinspection	\$50.00
	Pre-Inspection (post fire or disaster)	\$70.00
	Overtime/After Hour (per hour)	See hourly rate
	Multi-unit Inspection	\$100.00
Permit Types	Building Permit Fee (Val)	Based on valuation
	Demolition Fee	Based on valuation
	Mechanical, Plumbing & Electrical Permits (Circuit, Electrical Service Charge, Power to Panel, Temporary Panel), Reroof (Shingles)	\$70.00
	Additional appliance, fixture, etc.	\$20.00
	Grading Permit	Based on valuation
	Retaining Wall	Based on valuation
	Manufactured Home Permit	\$200.00
Plan Check	All plan check fees include up to 4 reviews. Additional reviews will incur additional costs billed at the Hourly Plan Check Fee rate.	
	Grading Plan Check	Based on valuation
	Hourly Plan Check Fee	See hourly rate
	Plan Check Fee (FCOZ)	65% of Building Permit Fee
	Land-Use Review Fee	\$110.00
	Card File plan check fee (listed as plan check fee)	\$150.00
	Plan Check Fee for smaller projects	\$100.00
	Plan Check Fee (Res)	40% of Building Permit Fee
	Plan Check Fee (Com)	65% of Building Permit Fee

### Planning and Development Services Additional Building Permit Fees

Services	Fee Activity Detail	Fee			
Solar*	Base Permit Cost (Charged with KWA fee	\$70.00			
	KWA (Additional Permit Cost per KWA being produced)	\$30.00			
	Plan Check	\$150.00			
	Battery Storage System per battery	\$2.00			
	*Other fees may apply depending o	n extent of information to check			
Reroof Permits	Reroof with Sheathing (decking)	\$110.00			
	Reroof fee (without sheathing) \$70.00				
	Reroof (Com) based on valuation below				
	\$1-\$9,999	\$150.00			
	\$10,000-\$49,999	\$300.00			
	\$50,000-and up	\$500.00			
Window and Door (Replacement with no other work)	Window and Door (Res)	\$70.00			
	Window and Door (Com)	Based on valuation – permit fee calculation based on declared value and normal building permit fee calculation			

### Planning and Development Services **Building Type Rate Valuation Table Square Foot Construction Costs** (This is updated as the new standards are published)

#### Square Foot Construction Costs a, b, c

Group (2021 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	298.55	288.43	280.93	269.54	253.09	245.77	260.87	235.34	226.84
A-1 Assembly, theaters, without stage	273.51	263.39	255.89	244.51	228.06	220.73	235.84	210.31	201.80
A-2 Assembly, nightclubs	233.39	226.42	220.85	211.80	199.64	194.14	204.26	180.65	174.48
A-2 Assembly, restaurants, bars, banquet halls	232.39	225.42	218.85	210.80	197.64	193.14	203.26	178.65	173.48
A-3 Assembly, churches	276.84	266.72	259.22	247.83	231.83	225.68	239.17	214.08	205.57
A-3 Assembly, general, community halls, libraries, museums	231.62	221.50	213.00	202.61	185.16	178.84	193.94	167.42	159.91
A-4 Assembly, arenas	272.51	262.39	253.89	243.51	226.06	219.73	234.84	208.31	200.80
B Business	240.93	232.14	224.41	213.38	194.94	187.44	204.97	171.50	163.65
E Educational	253.16	244.50	238.07	227.82	212.65	201.92	219.97	185.88	180.09
F-1 Factory and industrial, moderate hazard	142.51	135.81	128.20	123.31	110.60	105.32	118.02	91.13	85.44
F-2 Factory and industrial, low hazard	141.51	134.81	128.20	122.31	110.60	104.32	117.02	91.13	84.44
H-1 High Hazard, explosives	133.05	126.35	119.74	113.85	102.42	96.14	108.56	82.95	N.P.
H234 High Hazard	133.05	126.35	119.74	113.85	102.42	96.14	108.56	82.95	76.26
H-5 HPM	240.93	232.14	224.41	213.38	194.94	187.44	204.97	171.50	163.65
I-1 Institutional, supervised environment	240.35	232.11	225.21	216.12	198.77	193.28	216.40	178.22	172.87
I-2 Institutional, hospitals	403.60	394.81	387.08	376.05	356.54	N.P.	367.65	333.11	N.P.
I-2 Institutional, nursing homes	280.29	271.50	263.77	252.74	235.00	N.P.	244.34	211.57	N.P.
I-3 Institutional, restrained	273.98	265.19	257.46	246.43	229.58	221.08	238.03	206.14	196.29
I-4 Institutional, day care facilities	240.35	232.11	225.21	216.12	198.77	193.28	216.40	178.22	172.87
M Mercantile	174.08	167.12	160.55	152.50	140.10	135.60	144.96	121.12	115.94
R-1 Residential, hotels	242.77	234.53	227.63	218.55	200.90	195.42	218.82	180.35	175.00
R-2 Residential, multiple family	203.34	195.11	188.20	179.12	162.64	157.15	179.40	142.08	136.73
R-3 Residential, one- and two-family <sup>d</sup>	189.34	184.22	179.47	175.04	169.94	163.79	172.07	157.66	148.33
R-4 Residential, care/assisted living facilities	240.35	232.11	225.21	216.12	198.77	193.28	216.40	178.22	172.87
S-1 Storage, moderate hazard	132.05	125.35	117.74	112.85	100.42	95.14	107.56	80.95	75.26
S-2 Storage, low hazard	131.05	124.35	117.74	111.85	100.42	94.14	106.56	80.95	74.26
U Utility, miscellaneous	104.03	98.14	92.46	88.40	79.71	73.77	84.55	62.84	59.88

<sup>a. Private Garages use Utility, miscellaneous
b. For shell only buildings deduct 20 percent
c. N.P. = not permitted
d. Unfinished basements (Group R-3) = \$23.20 per sq. ft.</sup> 

### Planning and Development Services Supplemental Building Type Rate Valuation Table

Туре	Per	Fee
Unfinished basements	Square Foot	\$22.45
Basements Finished	Square Foot	\$39.00
Decks (any type)	Square Foot	\$21.00
Carport/Covered Patio	Square Foot	\$21.00
Roof Conversions	Square Foot	\$21.00
Fence (any type)	Lineal Foot	\$19.00
Retaining Wall (any type)	Lineal Foot	\$56.00
Exterior Finish	Square Foot	\$4.50
Fire Sprinklers	Square Foot	\$5.50
Remodel/Alteration	Square Foot	\$37.00
Basement TI	Square Foot	\$26.50
Grading	Cubic Yard Cut and Fill	Equation
Tenant Improvement	Calculated	35% of the valuation
Shell Only	Calculated	80% of the valuation

### Planning and Development Services Building and Inspection Fees

Fees based on total valuation rate

Services	Fee Activity Detail	Fee
	Less than \$2,000	\$24.00 for the first \$500 plus \$3.50 for each additional \$100 or fraction thereof, to and including \$2,000.
	\$2,000 to \$25,000	\$76.50 for the first \$2,000 plus \$16.50 for each additional \$1,000 or fraction thereof, to and including \$25,000.
	\$25,000 to \$50,000	\$456.00 for the first \$25,000 plus \$12.00 for each additional \$1,000 or fraction thereof, to and including \$50,000.
Total Valuation	\$50,000 to \$100,000	\$765.00 for the first \$50,000 plus \$8.50 for each additional \$1,000 or fraction thereof, to and including \$100,000.
	\$100,000 to \$500,000	\$1,181.00 for the first \$100,000 plus \$6.50 for each additional \$1,000 or fraction thereof, to and including \$500,000.
	\$500,000 to \$1,000,000	\$3,781.00 for the first \$500,000 plus \$5.50 for each additional \$1,000 or fraction thereof, to and including \$1,000,000.
	Over \$1,000,000	\$6,531.00 for the first \$1,000,000 plus \$4.50 for each additional \$1,000 or fraction thereof.

### Planning and Development Services

S.W.P.P.P. Fee, Penalty and Fine Schedules

Services	Fee Activity Detail	Fee
	Base Fee per project (Power to panel, furnace, solar and internal only items will be charged only if needed)	\$200.00
S.W.P.P.P	Plus per acre	\$50.00
Control Measure Fines	All Penalty and fines are subject to Double Fee's for sec offense; maybe turn over to District Attorney for further	
	Primary Boundary Control - Per day per violation	\$1,000.00
	Secondary Boundary Control - Per day per violation	\$500.00
	Exit Control - Per day per violation	\$500.00
	Waste Control - Per day per violation	\$500.00
	Material Storage Control - Per day per violation	\$250.00
	Fugitive Dust Control - Per day per violation	\$250.00
	Safety Control - Per day per violation	\$250.00
	Plan administration (Each LDP requires SWPPP administration and written documentation such as but not limited to; inspections, training, SWPPP amendments, closeout documents etc.)	\$1,000.00
	Working without a permit (Per day Per violation/ Subject to Double fee's)	\$1,000.00
Illicit Discharge	Storm water violation schedule for illicit discharges con and maintenance activities. It is a violation to discharge presence of BMPs does not excuse an illicit discharge. Illicit discharges are divided into the following categories.	pollutants. The
	Sediment - Per day per violation	\$1,000.00
	Cementations material - Per day per violation	\$500.00
	Paints and Solvents - Per day per violation	\$500.00
	Solid Waste - Per day per violation	\$500.00
	Sanitary Waste - Per day per violation	\$2,000.00
	Fuels - Per day per violation	\$1,000.00
	Fertilizers - Per day per violation	\$500.00
	Organics - Per day per violation	\$250.00
	Cleansers - Per day per violation	\$500.00
	Hazardous material  Any illicit discharge could be bumped to this category depending on the impact.	\$5,000.00

### Planning and Development Services

### Land Use Fees Schedule

Review Process	Fee Activity Detail	Fee
Agency Review Meeting	<ul> <li>Required for:</li> <li>New Development on property over 1 acre</li> <li>Re-Development on property over 1 acre</li> <li>All new FCOZ* Development</li> <li>All development proposals which will require more than one review process.</li> <li>As requested by an applicant</li> <li>Conditional Use Permitted Use PUD (Planned Unit Development) *SFD in FCOZ (Foothills and Canyons Overlay Zone)</li> </ul>	\$455.00
	Subdivision	
Permitted Uses (Administrative Decisions, Staff Decision)	Staff Site Plan Review; Reviews which require an Agency Review from other agencies. Includes 4 reviews. <i>Any additional reviews will incur an additional plan review fee of \$535.00</i> .  • Permitted Uses  • SFD in FCOZ (Foothills and Canyons Overlay Zone)  • Sign Permit	\$535.00
	Staff Reviews which do not require an Agency Review from other agencies.  Condominium Conversion  Home Daycare or Pre-School  Lot line adjustment [18.18.020]  Lot Consolidation [18.08.020]  Minor Site Plan Amendments  Modify a Cell Tower  Non-Complying Structure [19.88.150]  Sign Permit Mobile Store	\$175.00
	<ul> <li>Staff Reviews approved per a request for an Agency Review for a Building Permit or Business License.</li> <li>Change of Use (Tenant Change (Permitted) or a Conditional Use which is subordinate to a Previously Approved Conditional Use)</li> <li>Home Business</li> <li>SFD in an approved subdivision (Non-FCOZ) Sign Permit</li> </ul>	\$110.00
	Development Services Director Review  Extension of Time - Subdivision (18.08.015)  Extension of Time - Conditional Use (19.84.050.4)  Waiver of FCOZ Standards (19.72.060.A)  Takings Relief Petition (19.93.030)	\$275.00

### Land Use Fees Schedule Continued

Continued: Permitted Uses (Administrative Decisions, Staff Decision)	Final Approval /Technical Review/ An Agency Review Includes 4 reviews. Any additional reviews will incur an additional plan review fee of \$535.00.  • Boundary Line Adjustments [18.18.020] (Lot Line Adjustment or Lot Consolidation)  • Conditional Use Technical Review [19.84.095)  • PUD (Planned Unit Development) [19.84.095)  • Subdivision Final Plat	\$535.00
Public Body Review	<ul> <li>Planning Commission Meeting [19.05.040]</li> <li>Conditional Uses</li> <li>Waiver of FCOZ Standards [19.72.060.B and C]</li> <li>PUD (Planned Unit Development) [19.84)</li> <li>Special Exception to have Use Violation declared legal (19.88.140)</li> <li>Signs Permit</li> <li>Subdivisions (Preliminary Plat)</li> <li>Re-Zone</li> <li>General Plan Amendment</li> </ul>	\$650.00
	<ul> <li>Mayor's Meeting (Planning Commission's recommendation to the Mayor)</li> <li>Subdivision Amendment to create additional lots (608 hearing) (18.18.040)</li> <li>Subdivision Amendment to remove easements etc. (no preliminary plat required). (18.18.050)</li> <li>Subdivision Preliminary Plat</li> <li>Subdivision Amendment to Vacate a Public Street (14.48, 18.18)</li> <li>Street Dedication (for streets not reviewed as part of a Subdivision Plat) [15.28.030.B]</li> <li>PUD Subdivision Preliminary Plat (Planning Commission approval for the PUD is required prior to consideration of the preliminary plat)</li> <li>Exception to Road Improvements [15.28.070]</li> </ul>	\$115.00
	<ul> <li>Council Meeting: (Planning Commission's recommendation to the Council.</li> <li>General Plan and General Plan Amendment Ordinances</li> <li>Re-Zone up to 10 Acres (Zoning Map Amendment)         <ul> <li>[19.90.050] (Re-Zones greater than 10 acres require consideration of an Area Amendment to the General Plan prior to acceptance of the Re-Zone application. See General Plan Amendment).</li> <li>Takings Relief Petition [19.93.040]</li> </ul> </li> </ul>	\$115.00

### Land Use Fees Schedule Continued

Continued: Public Body	General Plan or General Plan Amendment	
	Text Amendment	\$300.00
	Area Amendment (base)	\$1500.00 plus per acre fee
	Greater than 10 to 50 Acres	Base Fee plus \$200.00 per acre
	• 50 to 100 Acres	Base Fee plus \$300.00 per acre
	Larger than 100 acres	To be determined prior to acceptance of the application
	Suggested Projects	No Fee
Land Use Hearing Officer Review	<ul> <li>Appeals of Conditional Use Decisions [19.92.030]</li> <li>Appeals of a zoning decision or interpretation [19.92.050]</li> <li>Special Exceptions [19.92.060]         <ul> <li>Adjusting a zone boundary line</li> <li>Enlargement or addition to a noncomplying structure</li> <li>Relocation or reconstruction of a noncomplying structure</li> </ul> </li> <li>Variances from the terms of the zoning ordinance [19.92.040]</li> <li>Appeal of a final decision on a Subdivision [18.08.040]</li> <li>Appeals of a waiver or modification decision [19.72.060.C.9]</li> <li>Note: In the case of appeals: if the Land Use Hearing Officer finds in favor of the appellant/applicant then the \$1000.00 shall be refunded less a \$100.00 administration fee. (To be</li> </ul>	\$1,000.00
	<ul><li>clear \$900.00 shall be refunded).</li><li>Double fee (if construction has started)</li></ul>	\$2,000.00
		,,

#### Planning and Development Services Code Enforcement Fees Schedule

Activity	Fee Schedule Activity	Fee
Administrative Fee	Weed, tree removal, debris.	\$100.00
Civil Penalty		Based on number of days
Clean-up Fees	Billed costs from Public Works for clean up as well as an administrative fee as noted above.	Based on size
Post Compliance Penalty		Based on number of days

#### Planning and Development Services Bond Fees Schedule

Services	Fee Activity Detail	Fee
Bond Administration Fees	Bond Processing (must be paid prior to acceptance of the bond)	\$100.00
	Bond Forfeiture (will be called upon if improvements not done by expiration date)	Based on Bond Amount
	Deferred Curb and Gutter	Based on Size
	Bond Reinspection (This is used for ENG and CODE. This is also used for a Partial Bond Release. Will be added if applicant fails bond inspection twice.)	\$100.00
	Overtime/After Hour inspection fee	See hourly rate

### Planning and Development Services Additional Fee Schedule

Additional Services/Costs	Fee Activity Detail	Fee
Development Agreement		\$1,000.00
Hourly Rate	Per hour fee (Overtime/After Hours/Plan Check/Etc.	\$120.00 per hour
Geology and Natural Hazards Review	Initial Site Assessment	\$75.00
	Review of a technical report for a single-family dwelling and all other development types.	Full cost of review completed by contracted agency.
GRAMA	Research and compiling fees	Charged actual costs for research and materials per MSD Records Access and Management Policy.
Material Costs	Copies (up to 11x17in)	\$0.20
	Copies (Larger than 11x17in)	\$5.00
	Large Format Color Map	\$50.00
	Large Format Black and White Map	\$20.00
	CDs, USB Thumb Drives, etc.	\$20.00
Research	Types of Research offered:  • Legal status of a lot or parcel  • Zoning compliance letter  • Administrative decision	\$25.00 plus \$25.00 per hour
Salt Lake County Health Department Review	Health Department	\$25.00
Postage	Postage (for noticing mailings this is charged per meeting)	Varies by project
Newspaper notice	Noticing costs for meeting before councils	Varies by project

### Planning and Development Services

Fees collected for the Engineering Division

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Services	Fee Activity Detail	Fee
Administrative Charges	Bond Processing Fee (3.56.060)	\$100.00
	Bond Re-inspection Fee (3.56.080)	\$100.00
	Partial release (3.56.070)	\$100.00
	Compliance Fine	\$50.00
	Exception Request	\$250.00
	Express Checking	\$250.00
Right of Way Improvement Fee (3.48.010)	Curb, gutter, sidewalk & drive approaches	\$200.00 + \$2.00 per linear foot
No existing curb & gutter, design	Curb, gutter & drive approaches	\$200.00 + \$2.00 per linear foot
& stake, inspect by County (with	Sidewalk only	\$200.00 + \$2.00 per linear foot
or without sidewalk)	Drive approaches only	\$130.00 + \$2.00 per linear foot
No existing curb & gutter, design	Curb, gutter, sidewalk & drive	\$150.00 + \$1.00 per linear foot
& stake, inspect by other, check	approaches	
and inspect by County	Curb, gutter & drive approaches	\$150.00 + \$1.00 per linear foot
(with or without sidewalk)	Sidewalk only	\$100.00 + \$1.00 per linear foot
	Drive approaches only	\$100.00 + \$0.50 per linear foot
Existing curb & gutter, design &	Sidewalk & Drive Approaches	\$20.00 + \$1.00 per linear foot
stake, check and inspect by County	Drive approaches only	\$20.00 + \$1.00 per linear foot
Replacement of existing	Re-staking Fee where County	
improvements	does staking	
	Minimum	\$100.00
	Maximum	\$500.00
Final Subdivision Fees	Final Subdivision Fees	Equation
	Engineering Checking Fee	Equation based on bond amount
	Amended Subdivision Plat	\$350.00
Plat Filing and Engineering Checking Fee for Subdivisions	Prior to review, 35% of 6% of bond, default of \$90 per lot, minimum of \$180 or the appropriate calculation described above. Prior to recording or construction, 100% of 6% of bond minus fee already paid.	Equation
Engineering Checking Fee for Subdivision with no plat		\$200.00
Engineering Checking Fee for	Prior to engineering review	\$150.00
Non-Subdivision development	Prior to approval or construction, 4.5% of total bond for off-site, and on-site storm drainage minus fees already paid	Equation
Road dedication fees for non- subdivision development	Where dedication is required for street widening and improvements	\$150.00
·	Street signs	\$180.45
	Urban Hydrology Checking Fee	\$150.00

### Fees collected for the Engineering Division Continued

Geology/Natural Hazards Review	Initial Site Assessment	\$75.00
Application Fees (3.52.160)	Review of Technical Reports -	Full cost of review completed by
	Minor Report	contracted agency.
	Review of Technical Reports -	Full cost of review completed by
	Major Report	contracted agency.
Storm Drain Impact Fee	Landuse Storm Drain impact	Equation
Traffic Impact Review	Initial Site Assessment	\$75.00
	Review of a Minor Report	Full cost of review completed by
	(3.52.17)	contracted agency.
	Review of a Major Report	Full cost of review completed by
	(3.52.17)	contracted agency.

#### Planning and Development Services Glossary

**CODE:** Code enforcement

Condominium Plat: The procedure to review and record a condominium plat is subject to the Condominium Ownership Act (57.8- Utah Code). Staff review includes addressing all units, a review to verify compliance with the zoning ordinance and conditions of approval previously imposed and an engineering review to verify compliance with platting requirements.

**COM:** Commercial

**ENG:** Engineering

**Equation:** Used when the fee is based on an equation structure that cannot be easily defined in a table. Please contact the appropriate department for more detail on what that fee includes.

<u>General Plan Amendment</u>: Planning Commissions make a recommendation to the Council who must authorize Amendments to a General Plan. This process is used only when it is demonstrated by the applicant that there has been a change in circumstances or other sufficient reasons to justify consideration. A study that includes public involvement is conducted after Council gives the direction to proceed to the Development Services Director.

<u>Home Daycare I Pre-school Application Fees</u>: Although a home daycare I pre-school is operated out of a private residence, it is not considered or reviewed in the same manner as a home business. Therefore, they are listed separately in the fee schedule and in the ordinance.

Modification to a Recorded Subdivision Plat: Utah Code, 17.27-808, requires a specific process be followed to amend, vacate or alter a recorded subdivision plat. This involves application, notice, a public hearing before the planning commission and executive (commonly referred to as a 608 hearing/ Mayor's Meeting). Additionally, an engineering review of the preliminary and final plat prior to approval and recording is required. Fees may include: Planning Commission Review, Additional Public Body Review, Technical Review.

<u>PUD (Planned Unit Development):</u> In those zones which allow development of a PUD they are listed as a Conditional Use, which requires review by the Planning Commission. For developers who intend to sell individual lots within the PUD both the Planning Commission Review and a Subdivision Preliminary Plat would be required (also a review by the Planning Commission), and a Technical Review prior to final approval is also required. Per the fee schedule each of these reviews requires separate fee.

Additionally, because more than one review process is required the application would also involve an Agency Review Meeting. Fees may include: Agency Coordination Meeting, Planning Commission Review (Conditional Use), Planning Commission Review (Preliminary Plat), Technical Review.

The conditional use approval (planning commission approval) is required prior to preparation of the subdivision preliminary plat to ensure that the recommendations of the Planning Commission are properly incorporated into the preliminary plat.

**Re-Zone (Zoning Map Amendment):** A request to change the existing zoning (re-zone) requires: review and recommendation from the planning commission (Public Body Review) and final decision by the council (Additional Public Body Review)and technical work (Technical Review) for map and index work). In cases where the General plan is not clear on the zoning designation which should be allowed, compliance with the General Plan must be considered as part of the re-zone application. The impacts of a re-zone which is for an

area of 10 acres or larger should be considered as part of a General Plan Amendment which must be completed prior to accepting the application for a property re-zone.

**Res:** Residential

<u>Signs:</u> Signs vary in the type and complexity of review process required therefore they are listed under several review types. It is intended that the fees are assessed per review process and not per sign. For example, a business that had 2 signs which required Planning Commission review would be charged for 1 planning commission review. However, a business which had 1 sign which required planning commission review and another sign which did not, would be charged for 1 planning commission review and 1 staff review.

<u>Subdivision:</u> A request to subdivide property requires review and approval of a preliminary plat, and a Technical Review of the Final Plat. Additionally, an Agency Review Meeting is required. Note that in the case of a "one-lot" subdivision there might also be an Administrative Review for the proposed Single-Family Dwelling. Fees may include: Agency Coordination Meeting, Planning Commission Meeting, Technical Review, Staff Review of a Site Plan.

**<u>Valuation:</u>** The estimated construction cost for the project

## Final Fee Schedule

DRAFTED NOVEMBER 2021 FOR 2022

TRAVIS HAIR



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# Greater Salt Lake Municipal Service District Addressing Fee Schedule

Service	Service Detail	Fee	
		Flat Fee	*Per Lot
Assignment of Address (A-1)	Provide assignment of address information on recorded subdivision plat and/or for individual parcel/building addresses. Ensure address information meets addressing standards and address information is suitable for mail delivery, public safety, utility services and general delivery of services.	\$100.00	\$40.00
Correction of Address (A-2	Provide correction of addresses. Document the correction properly by filing an affidavit with the Salt Lake County Recorder's Office. Notify the property owner, public safety dispatch and the Salt Lake County Treasurer of the address change.	\$25.00	\$15.00
Street Name Change (A-3)	Confirm petition meets required number of signatures. Document street name change and address change for each property along street by filing an affidavit with the Salt Lake County Recorder's Office. Notify the property owner, public safety dispatch and the Salt Lake County Treasurer of the address/street name change.	\$250.00	\$50.00

<sup>\*</sup> Per lot fee is an addition to flat fee. For example, Assignment of Address fee for a single lot would be \$100 + \$40. For more than a one lot, the fee would be \$100 + (number of lots x \$40).

### Planning and Development Services Business License Fees

Services	Fee Activity Detail	Fee			
Licensing Fees	General License Fee	\$150.00			
	Per Employee Fee	\$6.00			
	Seasonal License	\$120.00			
	Solicitor ID	\$65.00			
	Accessory Dwelling Unit (ADU) License	\$50.00			
	Sexually Oriented Business - excluding Outcall Services	\$300.00			
	Outcall Service Businesses	\$500.00			
	25% Penalty	25% of General License Fee			
	100% Penalty	100% of General License Fee			
	Application Withdrawal Fee	25% of License Fee			
Alcohol Related Licensing Fees	Single Event	\$150.00			
	Off-Premise Beer Retailer	\$250.00			
	Beer-Only Restaurant	\$350.00			
	On-Premise Beer Tavern	\$350.00			
	Resort	\$500.00			
	Wholesale Beer	\$300.00			
	Restaurant Liquor	\$500.00			
	Manufacturing	\$350.00			
	Recreational On-Premise Beer Retailer	\$350.00			
	Limited Restaurant Liquor	\$500.00			
	Club Liquor	\$600.00			
	Banquet & Catering	\$500.00			

### Planning and Development Services Building Permit Fees

Services	Fee Activity Detail	Fee				
Administrative Fees	Cancelled Building Permit Fee	25% of Building Permit Fee				
	Building w/o permit	2x Building Permit Fee				
	Reinstatement Fee	½ of Building Permit Fee				
	Reinstatement Fee (Final Inspections Only	\$200.00				
State Surcharge	Applicable State Surcharge on all Permits	1% of Building Fee				
Inspection Fees	Reinspection	\$50.00				
	Pre-Inspection (post fire or disaster)	\$70.00				
	Overtime/After Hour (per hour)	See hourly rate				
	Multi-unit Inspection	\$100.00				
Permit Types	Building Permit Fee (Val)	Based on valuation				
	Demolition Fee	Based on valuation				
	Mechanical, Plumbing & Electrical Permits (Circuit, Electrical Service Charge, Power to Panel, Temporary Panel), Reroof (Shingles)	\$70.00				
	Additional appliance, fixture, etc.	\$20.00				
	Grading Permit	Based on valuation				
	Retaining Wall	Based on valuation				
	Manufactured Home Permit	\$200.00				
Plan Check	All plan check fees include up to 4 reviews. Additional reviews will incur additional costs billed at the Hourly Plan Check Fee rate.					
	Grading Plan Check	Based on valuation				
	Hourly Plan Check Fee	See hourly rate				
	Plan Check Fee (FCOZ)	65% of Building Permit Fee				
	Land-Use Review Fee	\$110.00				
	Card File plan check fee (listed as plan check fee)	\$150.00				
	Plan Check Fee for smaller projects	\$100.00				
	Plan Check Fee (Res)	40% of Building Permit Fee				
	Plan Check Fee (Com)	65% of Building Permit Fee				

### Planning and Development Services Additional Building Permit Fees

Services	Fee Activity Detail	Fee				
Solar*	Base Permit Cost (Charged with KWA fee	\$70.00				
	KWA (Additional Permit Cost per KWA being produced)	\$30.00				
	Plan Check	\$150.00				
	Battery Storage System per battery	\$2.00				
	*Other fees may apply depending on extent of information to check					
Reroof Permits	Reroof with Sheathing (decking)	\$110.00				
	Reroof fee (without sheathing)	\$70.00				
	Reroof (Com) based on valuation below					
	\$1-\$9,999	\$150.00				
	\$10,000-\$49,999	\$300.00				
	\$50,000-and up	\$500.00				
Window and Door (Replacement with no other work)	Window and Door (Res)	\$70.00				
	Window and Door (Com)	Based on valuation – permit fee calculation based on declared value and normal building permit fee calculation				

#### Planning and Development Services **Building Type Rate Valuation Table Square Foot Construction Costs** (This is updated as the new standards are published)

#### Square Foot Construction Costs a, b, c

Group (2021 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	298.55	288.43	280.93	269.54	253.09	245.77	260.87	235.34	226.84
A-1 Assembly, theaters, without stage	273.51	263.39	255.89	244.51	228.06	220.73	235.84	210.31	201.80
A-2 Assembly, nightclubs	233.39	226.42	220.85	211.80	199.64	194.14	204.26	180.65	174.48
A-2 Assembly, restaurants, bars, banquet halls	232.39	225.42	218.85	210.80	197.64	193.14	203.26	178.65	173.48
A-3 Assembly, churches	276.84	266.72	259.22	247.83	231.83	225.68	239.17	214.08	205.57
A-3 Assembly, general, community halls, libraries, museums	231.62	221.50	213.00	202.61	185.16	178.84	193.94	167.42	159.91
A-4 Assembly, arenas	272.51	262.39	253.89	243.51	226.06	219.73	234.84	208.31	200.80
B Business	240.93	232.14	224.41	213.38	194.94	187.44	204.97	171.50	163.65
E Educational	253.16	244.50	238.07	227.82	212.65	201.92	219.97	185.88	180.09
F-1 Factory and industrial, moderate hazard	142.51	135.81	128.20	123.31	110.60	105.32	118.02	91.13	85.44
F-2 Factory and industrial, low hazard	141.51	134.81	128.20	122.31	110.60	104.32	117.02	91.13	84.44
H-1 High Hazard, explosives	133.05	126.35	119.74	113.85	102.42	96.14	108.56	82.95	N.P.
H234 High Hazard	133.05	126.35	119.74	113.85	102.42	96.14	108.56	82.95	76.26
H-5 HPM	240.93	232.14	224.41	213.38	194.94	187.44	204.97	171.50	163.65
I-1 Institutional, supervised environment	240.35	232.11	225.21	216.12	198.77	193.28	216.40	178.22	172.87
I-2 Institutional, hospitals	403.60	394.81	387.08	376.05	356.54	N.P.	367.65	333.11	N.P.
I-2 Institutional, nursing homes	280.29	271.50	263.77	252.74	235.00	N.P.	244.34	211.57	N.P.
I-3 Institutional, restrained	273.98	265.19	257.46	246.43	229.58	221.08	238.03	206.14	196.29
I-4 Institutional, day care facilities	240.35	232.11	225.21	216.12	198.77	193.28	216.40	178.22	172.87
M Mercantile	174.08	167.12	160.55	152.50	140.10	135.60	144.96	121.12	115.94
R-1 Residential, hotels	242.77	234.53	227.63	218.55	200.90	195.42	218.82	180.35	175.00
R-2 Residential, multiple family	203.34	195.11	188.20	179.12	162.64	157.15	179.40	142.08	136.73
R-3 Residential, one- and two-family <sup>d</sup>	189.34	184.22	179.47	175.04	169.94	163.79	172.07	157.66	148.33
R-4 Residential, care/assisted living facilities	240.35	232.11	225.21	216.12	198.77	193.28	216.40	178.22	172.87
S-1 Storage, moderate hazard	132.05	125.35	117.74	112.85	100.42	95.14	107.56	80.95	75.26
S-2 Storage, low hazard	131.05	124.35	117.74	111.85	100.42	94.14	106.56	80.95	74.26
U Utility, miscellaneous	104.03	98.14	92.46	88.40	79.71	73.77	84.55	62.84	59.88

a. Private Garages use Utility, miscellaneous
 b. For shell only buildings deduct 20 percent
 c. N.P. = not permitted
 d. Unfinished basements (Group R-3) = \$23.20 per sq. ft.

### Planning and Development Services Supplemental Building Type Rate Valuation Table

Туре	Per	Fee		
Unfinished basements	Square Foot	\$22.45		
Basements Finished	Square Foot	\$39.00		
Decks (any type)	Square Foot	\$21.00		
Carport/Covered Patio	Square Foot	\$21.00		
Roof Conversions	Square Foot	\$21.00		
Fence (any type)	Lineal Foot	\$19.00		
Retaining Wall (any type)	Lineal Foot	\$56.00		
Exterior Finish	Square Foot	\$4.50		
Fire Sprinklers	Square Foot	\$5.50		
Remodel/Alteration	Square Foot	\$37.00		
Basement TI	Square Foot	\$26.50		
Grading	Cubic Yard Cut and Fill	Equation		
Tenant Improvement	Calculated 35% of the valuation			
Shell Only	Calculated	80% of the valuation		

## Planning and Development Services Building and Inspection Fees

Fees based on total valuation rate

Services	Fee Activity Detail	Fee
	Less than \$2,000	\$24.00 for the first \$500 plus \$3.50 for each additional \$100 or fraction thereof, to and including \$2,000.
	\$2,000 to \$25,000	\$76.50 for the first \$2,000 plus \$16.50 for each additional \$1,000 or fraction thereof, to and including \$25,000.
	\$25,000 to \$50,000	\$456.00 for the first \$25,000 plus \$12.00 for each additional \$1,000 or fraction thereof, to and including \$50,000.
Total Valuation	\$50,000 to \$100,000	\$765.00 for the first \$50,000 plus \$8.50 for each additional \$1,000 or fraction thereof, to and including \$100,000.
	\$100,000 to \$500,000	\$1,181.00 for the first \$100,000 plus \$6.50 for each additional \$1,000 or fraction thereof, to and including \$500,000.
	\$500,000 to \$1,000,000	\$3,781.00 for the first \$500,000 plus \$5.50 for each additional \$1,000 or fraction thereof, to and including \$1,000,000.
	Over \$1,000,000	\$6,531.00 for the first \$1,000,000 plus \$4.50 for each additional \$1,000 or fraction thereof.

# Planning and Development Services

S.W.P.P.P. Fee, Penalty and Fine Schedules

Services	Fee Activity Detail	Fee
	Base Fee per project (Power to panel, furnace, solar and internal only items will be charged only if needed)	\$200.00
S.W.P.P.P	Plus per acre	\$50.00
		1
Control Measure Fines	All Penalty and fines are subject to Double Fee's for seconfense; maybe turn over to District Attorney for further a	
	Primary Boundary Control - Per day per violation	\$1,000.00
	Secondary Boundary Control - Per day per violation	\$500.00
	Exit Control - Per day per violation	\$500.00
	Waste Control - Per day per violation	\$500.00
	Material Storage Control - Per day per violation	\$250.00
	Fugitive Dust Control - Per day per violation	\$250.00
	Safety Control - Per day per violation	\$250.00
	Plan administration (Each LDP requires SWPPP administration and written documentation such as but not limited to; inspections, training, SWPPP amendments, closeout documents etc.)	\$1,000.00
	Working without a permit (Per day Per violation/ Subject to Double fee's)	\$1,000.00
Illicit Discharge	Storm water violation schedule for illicit discharges com and maintenance activities. It is a violation to discharge presence of BMPs does not excuse an illicit discharge. Illicit discharges are divided into the following categorie	pollutants. The
	Sediment - Per day per violation	\$1,000.00
	Cementations material - Per day per violation	\$500.00
	Paints and Solvents - Per day per violation	\$500.00
	Solid Waste - Per day per violation	\$500.00
	Sanitary Waste - Per day per violation	\$2,000.00
	Fuels - Per day per violation	\$1,000.00
	Fertilizers - Per day per violation	\$500.00
	Organics - Per day per violation	\$250.00
	Cleansers - Per day per violation	\$500.00
	Hazardous material  Any illicit discharge could be bumped to this category depending on the impact.	\$5,000.00

## Planning and Development Services Land Use Fees Schedule

Review Process	Fee Activity Detail	Fee
Agency Review Meeting	<ul> <li>Required for:</li> <li>New Development on property over 1 acre</li> <li>Re-Development on property over 1 acre</li> <li>All new FCOZ* Development</li> <li>All development proposals which will require more than one review process.</li> <li>As requested by an applicant</li> <li>Conditional Use Permitted Use PUD (Planned Unit Development) *SFD in FCOZ (Foothills and Canyons Overlay Zone) Subdivision</li> </ul>	\$455.00
Permitted Uses (Administrative Decisions, Staff Decision)	Staff Site Plan Review; Reviews which require an Agency Review from other agencies. Includes 4 reviews. Any additional reviews will incur an additional plan review fee of \$535.00.  Permitted Uses SFD in FCOZ (Foothills and Canyons Overlay Zone) Sign Permit	\$535.00
	Staff Reviews which do not require an Agency Review from other agencies.  Condominium Conversion Home Daycare or Pre-School Lot line adjustment [18.18.020] Lot Consolidation [18.08.020] Minor Site Plan Amendments Modify a Cell Tower Non-Complying Structure [19.88.150] Sign Permit Mobile Store	\$175.00
	<ul> <li>Staff Reviews approved per a request for an Agency Review for a Building Permit or Business License.</li> <li>Change of Use (Tenant Change (Permitted) or a Conditional Use which is subordinate to a Previously Approved Conditional Use)</li> <li>Home Business</li> <li>SFD in an approved subdivision (Non-FCOZ) Sign Permit</li> </ul>	\$110.00
	Development Services Director Review	\$275.00

## Land Use Fees Schedule Continued

Continued: Permitted Uses (Administrative Decisions, Staff Decision)	Final Approval /Technical Review/ An Agency Review Includes 4 reviews. Any additional reviews will incur an additional plan review fee of \$535.00.  • Boundary Line Adjustments [18.18.020] (Lot Line Adjustment or Lot Consolidation)  • Conditional Use Technical Review [19.84.095)  • PUD (Planned Unit Development) [19.84.095)  • Subdivision Final Plat	\$535.00
Public Body Review	<ul> <li>Planning Commission Meeting [19.05.040]</li> <li>Conditional Uses</li> <li>Waiver of FCOZ Standards [19.72.060.B and C]</li> <li>PUD (Planned Unit Development) [19.84)</li> <li>Special Exception to have Use Violation declared legal (19.88.140)</li> <li>Signs Permit</li> <li>Subdivisions (Preliminary Plat)</li> <li>Re-Zone</li> <li>General Plan Amendment</li> </ul>	\$650.00
	<ul> <li>Mayor's Meeting (Planning Commission's recommendation to the Mayor)</li> <li>Subdivision Amendment to create additional lots (608 hearing) (18.18.040)</li> <li>Subdivision Amendment to remove easements etc. (no preliminary plat required). (18.18.050)</li> <li>Subdivision Preliminary Plat</li> <li>Subdivision Amendment to Vacate a Public Street (14.48, 18.18)</li> <li>Street Dedication (for streets not reviewed as part of a Subdivision Plat) [15.28.030.B]</li> <li>PUD Subdivision Preliminary Plat (Planning Commission approval for the PUD is required prior to consideration of the preliminary plat)</li> <li>Exception to Road Improvements [15.28.070]</li> </ul>	\$115.00
	<ul> <li>Council Meeting: (Planning Commission's recommendation to the Council.</li> <li>General Plan and General Plan Amendment Ordinances</li> <li>Re-Zone up to 10 Acres (Zoning Map Amendment)         <ul> <li>[19.90.050] (Re-Zones greater than 10 acres require consideration of an Area Amendment to the General Plan prior to acceptance of the Re-Zone application. See General Plan Amendment).</li> <li>Takings Relief Petition [19.93.040]</li> </ul> </li> </ul>	\$115.00

## Land Use Fees Schedule Continued

Continued: Public Body General Plan or General Plan Amendment			
	Text Amendment	\$300.00	
	Area Amendment (base)	\$1500.00	
	, ,	plus per	
		acre fee	
	Greater than 10 to 50 Acres	Base Fee	
		plus   \$200.00	
		per acre	
	• 50 to 100 Acres	Base Fee	
		plus	
		\$300.00	
	1 100	per acre	
	Larger than 100 acres	To be determined	
		prior to	
		acceptance	
		of the	
		application	
	Suggested Projects	No Fee	
Land Use Hearing Officer Review	Appeals of Conditional Use Decisions [19.92.030]  Appeals of a paring decision or interpretation.	\$1,000.00	
Iveview	<ul> <li>Appeals of a zoning decision or interpretation [19.92.050]</li> </ul>		
	• Special Exceptions [19.92.060]		
	Adjusting a zone boundary line		
	<ul> <li>Enlargement or addition to a noncomplying</li> </ul>		
	structure		
	<ul> <li>Relocation or reconstruction of a noncomplying structure</li> </ul>		
	Variances from the terms of the zoning ordinance     10.02.0401		
	<ul><li>[19.92.040]</li><li>Appeal of a final decision on a Subdivision [18.08.040]</li></ul>		
	<ul> <li>Appeal of a final decision of a Subdivision [16.06.040]</li> <li>Appeals of a waiver or modification decision</li> </ul>		
	[19.72.060.C.9]		
	Note: In the case of appeals: if the Land Use Hearing Officer		
	finds in favor of the appellant/applicant then the \$1000.00		
	shall be refunded less a \$100.00 administration fee. (To be		
	clear \$900.00 shall be refunded).	#0.000.00	
	Double fee (if construction has started)	\$2,000.00	

## Planning and Development Services Code Enforcement Fees Schedule

Activity	Fee Schedule Activity	Fee
Administrative Fee	Weed, tree removal, debris.	\$100.00
Civil Penalty		Based on number of days
Clean-up Fees	Billed costs from Public Works for clean up as well as an administrative fee as noted above.	Based on size
Post Compliance Penalty		Based on number of days

## Planning and Development Services Bond Fees Schedule

Services	Fee Activity Detail	Fee
Bond Administration Fees	Bond Processing (must be paid prior to acceptance of the bond)	\$100.00
	Bond Forfeiture (will be called upon if improvements not done by expiration date)	Based on Bond Amount
	Deferred Curb and Gutter	Based on Size
	Bond Reinspection (This is used for ENG and CODE. This is also used for a Partial Bond Release. Will be added if applicant fails bond inspection twice.)	\$100.00
	Overtime/After Hour inspection fee	See hourly rate

## Planning and Development Services Additional Fee Schedule

Additional Services/Costs	Fee Activity Detail	Fee
Development Agreement		\$1,000.00
Hourly Rate	Per hour fee (Overtime/After Hours/Plan Check/Etc.	\$120.00 per hour
Geology and Natural Hazards Review	Initial Site Assessment	\$75.00
	Review of a technical report for a single-family dwelling and all other development types.	Full cost of review completed by contracted agency.
GRAMA	Research and compiling fees	Charged actual costs for research and materials per MSD Records Access and Management Policy.
Material Costs	Copies (up to 11x17in)	\$0.20
	Copies (Larger than 11x17in)	\$5.00
	Large Format Color Map	\$50.00
	Large Format Black and White Map	\$20.00
	CDs, USB Thumb Drives, etc.	\$20.00
Research	Types of Research offered:  Legal status of a lot or parcel  Zoning compliance letter Administrative decision	\$25.00 plus \$25.00 per hour
Salt Lake County Health Department Review	Health Department	\$25.00
Postage	Postage (for noticing mailings this is charged per meeting)	Varies by project
Newspaper notice	Noticing costs for meeting before councils	Varies by project

## Planning and Development Services

Fees collected for the Engineering Division

Services	Fee Activity Detail	Fee
Administrative Charges	Bond Processing Fee (3.56.060)	\$100.00
, tanimistrative enarges	Bond Re-inspection Fee	\$100.00
	(3.56.080)	ψ. 33.33
	Partial release (3.56.070)	\$100.00
	Compliance Fine	\$50.00
	Exception Request	\$250.00
	Express Checking	\$250.00
Right of Way Improvement Fee	Curb, gutter, sidewalk & drive	\$200.00 + \$2.00 per linear foot
(3.48.010)	approaches	·
No existing curb & gutter, design	Curb, gutter & drive approaches	\$200.00 + \$2.00 per linear foot
& stake, inspect by County (with	Sidewalk only	\$200.00 + \$2.00 per linear foot
or without sidewalk)	Drive approaches only	\$130.00 + \$2.00 per linear foot
No existing curb & gutter, design	Curb, gutter, sidewalk & drive	\$150.00 + \$1.00 per linear foot
& stake, inspect by other, check	approaches	
and inspect by County	Curb, gutter & drive approaches	\$150.00 + \$1.00 per linear foot
(with or without sidewalk)	Sidewalk only	\$100.00 + \$1.00 per linear foot
	Drive approaches only	\$100.00 + \$0.50 per linear foot
Existing curb & gutter, design &	Sidewalk & Drive Approaches	\$20.00 + \$1.00 per linear foot
stake, check and inspect by	Drive approaches only	\$20.00 + \$1.00 per linear foot
County		
Replacement of existing	Re-staking Fee where County	
improvements	does staking	
	Minimum	\$100.00
5. 10.1	Maximum	\$500.00
Final Subdivision Fees	Final Subdivision Fees	Equation
	Engineering Checking Fee	Equation based on bond amount
DI (E)	Amended Subdivision Plat	\$350.00
Plat Filing and Engineering	Prior to review, 35% of 6% of	Equation
Checking Fee for Subdivisions	bond, default of \$90 per lot,	
	minimum of	
	\$180 or the appropriate calculation described above.	
	Prior to recording or construction,	
	100% of 6% of bond minus fee	
	already paid.	
Engineering Checking Fee for	an saay para.	\$200.00
Subdivision with no plat		,
Engineering Checking Fee for	Prior to engineering review	\$150.00
Non-Subdivision development	Prior to approval or construction,	Equation
·	4.5% of total bond for off-site, and	
	on-site storm drainage minus fees	
	already paid	
Road dedication fees for non-	Where dedication is required for	\$150.00
subdivision development	street widening and improvements	
	Street signs	\$180.45
	Urban Hydrology Checking Fee	\$150.00

## Fees collected for the Engineering Division Continued

Geology/Natural Hazards Review	Initial Site Assessment	\$75.00	
Application Fees (3.52.160)	Review of Technical Reports -	Full cost of review completed by	
	Minor Report	contracted agency.	
	Review of Technical Reports -	Full cost of review completed by	
	Major Report	contracted agency.	
Storm Drain Impact Fee	Landuse Storm Drain impact	Equation	
Traffic Impact Review	Initial Site Assessment	\$75.00	
	Review of a Minor Report	Full cost of review completed by	
	(3.52.17)	contracted agency.	
	Review of a Major Report	Full cost of review completed by	
	(3.52.17)	contracted agency.	

## Planning and Development Services Glossary

**CODE:** Code enforcement

<u>Condominium Plat:</u> The procedure to review and record a condominium plat is subject to the Condominium Ownership Act (57.8- Utah Code). Staff review includes addressing all units, a review to verify compliance with the zoning ordinance and conditions of approval previously imposed and an engineering review to verify compliance with platting requirements.

**COM:** Commercial

**ENG:** Engineering

**Equation:** Used when the fee is based on an equation structure that cannot be easily defined in a table. Please contact the appropriate department for more detail on what that fee includes.

<u>General Plan Amendment</u>: Planning Commissions make a recommendation to the Council who must authorize Amendments to a General Plan. This process is used only when it is demonstrated by the applicant that there has been a change in circumstances or other sufficient reasons to justify consideration. A study that includes public involvement is conducted after Council gives the direction to proceed to the Development Services Director.

<u>Home Daycare I Pre-school Application Fees</u>: Although a home daycare I pre-school is operated out of a private residence, it is not considered or reviewed in the same manner as a home business. Therefore, they are listed separately in the fee schedule and in the ordinance.

Modification to a Recorded Subdivision Plat: Utah Code, 17.27-808, requires a specific process be followed to amend, vacate or alter a recorded subdivision plat. This involves application, notice, a public hearing before the planning commission and executive (commonly referred to as a 608 hearing/ Mayor's Meeting). Additionally, an engineering review of the preliminary and final plat prior to approval and recording is required. Fees may include: Planning Commission Review, Additional Public Body Review, Technical Review.

<u>PUD (Planned Unit Development):</u> In those zones which allow development of a PUD they are listed as a Conditional Use, which requires review by the Planning Commission. For developers who intend to sell individual lots within the PUD both the Planning Commission Review and a Subdivision Preliminary Plat would be required (also a review by the Planning Commission), and a Technical Review prior to final approval is also required. Per the fee schedule each of these reviews requires separate fee.

Additionally, because more than one review process is required the application would also involve an Agency Review Meeting. Fees may include: Agency Coordination Meeting, Planning Commission Review (Conditional Use), Planning Commission Review (Preliminary Plat), Technical Review.

The conditional use approval (planning commission approval) is required prior to preparation of the subdivision preliminary plat to ensure that the recommendations of the Planning Commission are properly incorporated into the preliminary plat.

**Re-Zone (Zoning Map Amendment):** A request to change the existing zoning (re-zone) requires: review and recommendation from the planning commission (Public Body Review) and final decision by the council (Additional Public Body Review)and technical work (Technical Review) for map and index work). In cases where the General plan is not clear on the zoning designation which should be allowed, compliance with the General Plan must be considered as part of the re-zone application. The impacts of a re-zone which is for an

area of 10 acres or larger should be considered as part of a General Plan Amendment which must be completed prior to accepting the application for a property re-zone.

**Res:** Residential

<u>Signs:</u> Signs vary in the type and complexity of review process required therefore they are listed under several review types. It is intended that the fees are assessed per review process and not per sign. For example, a business that had 2 signs which required Planning Commission review would be charged for 1 planning commission review. However, a business which had 1 sign which required planning commission review and another sign which did not, would be charged for 1 planning commission review and 1 staff review.

<u>Subdivision:</u> A request to subdivide property requires review and approval of a preliminary plat, and a Technical Review of the Final Plat. Additionally, an Agency Review Meeting is required. Note that in the case of a "one-lot" subdivision there might also be an Administrative Review for the proposed Single-Family Dwelling. Fees may include: Agency Coordination Meeting, Planning Commission Meeting, Technical Review, Staff Review of a Site Plan.

Valuation: The estimated construction cost for the project

Greater Salt Lake Municipal Services District
Standard Financial Report
30 Copperton - 01/01/2021 to 11/02/2021
91.67% of the fiscal year has expired

	2020 Year-End Actual	2021 YTD Actual	2021 Budget	Unearned/ Unused Budget	% Earned/ Used
Change In Net Position					
Revenue: Taxes					
Sales taxes					
3100.300 Sales Tax	126,180.65	117,322.75	103,209.00	(14,113.75)	113.67% 113.67%
Total Sales taxes	126,180.65	117,322.75	103,209.00	(14,113.75)	
Total Taxes	126,180.65	117,322.75	103,209.00	(14,113.75)	113.67%
Intergovernmental revenue Intergovernmental Other					
3100.320 Grants-	15,000.00	0.00	0.00	0.00	0.00%
3100.350 SB 136 Sales Tax	<u>11,763.53</u> _ <b>26,763.53</b> _	11,084.99 11,084.99	9,846.00 <b>9,846.00</b>	(1,238.99) (1,238.99)	112.58% 112.58%
Total Intergovernmental Other  B&C Road Fund Allotment	20,763.53	11,004.99	9,046.00	(1,230.99)	112.50%
3100.560 B&C Road Fund Allotment	32,740.92	24,607.90	33,112.00	8,504.10	74.32%
Total B&C Road Fund Allotment	32,740.92	24,607.90	33,112.00	8,504.10	74.32%
CARES Act					
3100.321 Grants-CARES 3100.322 ARPA Funding	23,364.68 0.00	23,364.68 49,411.50	0.00 0.00	(23,364.68) (49,411.50)	0.00% 0.00%
Total CARES Act	23,364.68	72,776.18	0.00	(72,776.18)	0.00%
Total Intergovernmental revenue	82,869.13	108,469.07	42,958.00	(65,511.07)	252.50%
Licenses and permits			,		
Business licenses					
3100.130 Business Licenses Total Business licenses	0.00	0.00 <b>0.00</b>	3,000.00 <b>3,000.00</b>	3,000.00 3,000.00	0.00% <b>0.00%</b>
Building permits		0.00	0,000.00	0,000.00	0.0070
3100.260 Building Permit	8,808.37	3,868.68	4,240.00	371.32	91.24%
Total Building permits	8,808.37	3,868.68	4,240.00	371.32	91.24%
Other license and permits	440.00	000.00	4 000 00	4 000 00	44 500/
3100.264 Zoning-Land Use Permit  Total Other license and permits	110.00 110.00	220.00 220.00	1,900.00 <b>1,900.00</b>	1,680.00 <b>1,680.00</b>	11.58% <b>11.58%</b>
Total Licenses and permits	8,918.37	4,088.68	9,140.00	5,051.32	44.73%
Charges for services		4,000.00	0,140.00	0,001.02	44.7070
Charges other					
3100.420 Engineering Services	689.00 - 689.00 -	250.00 <b>250.00</b>	439.00 <b>439.00</b>	189.00 189.00	56.95%
Total Charges other					56.95%
Total Charges for services	689.00	250.00	439.00	189.00	56.95%
Fines and forfeitures Justice court fines/forfeitures					
3100.500 Justice Court Fines/Forfeitures	3,715.83	1,162.60	3,558.00	2,395.40	32.68%
Total Justice court fines/forfeitures	3,715.83	1,162.60	3,558.00	2,395.40	32.68%
Total Fines and forfeitures	3,715.83	1,162.60	3,558.00	2,395.40	32.68%
Interest	4 540 00	224.02	4 000 00	4 505 07	47.000/
3600.100 Interest Earnings Total Interest	1,512.80 1,512.80	334.93 334.93	1,900.00 <b>1,900.00</b>	1,565.07 <b>1,565.07</b>	17.63% <b>17.63%</b>
Miscellaneous revenue			<del></del>	<u> </u>	
Miscellaneous other					
3600.900 Other Revenue Total Miscellaneous other	0.00	53.75 <b>53.75</b>	1,300.00 1,300.00	1,246.25 1,246.25	4.13% <b>4.13%</b>
Total Miscellaneous revenue	0.00	53.75	1,300.00	1,246.25	4.13%
Contributions and transfers	0.00	33.73	1,300.00	1,240.23	7.1370
3800.100 Transfer In	179,300.00	160,000.00	160,000.00	0.00	100.00%
Total Contributions and transfers	179,300.00	160,000.00	160,000.00	0.00	100.00%
Total Revenue:	403,185.78	391,681.78	322,504.00	(69,177.78)	121.45%
Expenditures:					
Administration 4100.100 Wages	50,870.15	44,518.60	66,000.00	21,481.40	67.45%
4100.130 Employee Benefits	15,658.79	10,481.40	0.00	(10,481.40)	0.00%

Greater Salt Lake Municipal Services District
Standard Financial Report
30 Copperton - 01/01/2021 to 11/02/2021
91.67% of the fiscal year has expired

	2020 Year-End Actual	2021 YTD Actual	2021 Budget	Unearned/ Unused Budget	% Earned/ Used
4100.210 Subscriptions/Memberships	25.00	25.00	100.00	75.00	25.00%
4100.220 Printing/Publications	550.96	0.00	500.00	500.00	0.00%
4100.230 Travel/Mileage	0.00	0.00	1,200.00	1,200.00	0.00%
4100.240 Office Expense and Supplies	132.66	0.00	200.00	200.00	0.00%
4100.250 Vehicle & Equip Supplies and Maintenance	1,819.68	2,029.88	0.00	(2,029.88)	0.00%
4100.255 Computer Equip/software	0.00	1,488.00	0.00	(1,488.00)	0.00%
4100.280 Cell phone and Telephone	0.00	0.00	1,800.00	1,800.00	0.00%
4100.310 Attorney-Civil	36,537.50	13,029.50	40,000.00	26,970.50	32.57%
4100.360 Web Page Development/Maintenance	424.71	155.88	1,300.00	1,144.12	11.99%
4100.370 Software/Streaming	1,044.81	898.42	0.00	(898.42)	0.00%
4100.380 Internet Connections	1,122.11	1,102.32	1,200.00	97.68	91.86%
4100.390 Payroll Processing fees	1,163.35	895.00	900.00	5.00	99.44%
4100.420 Contributions/Special Events	0.00	4,500.00	4,200.00	(300.00)	107.14%
4100.510 Insurance	8,189.00	8,357.00	8,200.00	(157.00)	101.91%
4100.520 Workers Comp Insurance	958.00	906.24	2,700.00	1,793.76	33.56%
4100.590 Postage	142.92	90.00	100.00	10.00	90.00%
4100.600 Professional and Technical	0.00	8,000.00	10,000.00	2,000.00	80.00%
4100.625 UFA Emergency Services	8,979.36	8,363.09	10,000.00	1,636.91	83.63%
4100.650 SL (Client) County Support Services	9,173.24	6,323.04	10,000.00	3,676.96	63.23%
4100.750 Non-Cap Improvements	829.45	0.00	0.00	0.00	0.00%
4100.850 Beer Funds	0.00	0.00	400.00	400.00	0.00%
4100.870 Rent	0.00	12,000.00	1,200.00	(10,800.00)	1,000.00%
Total Administration	137,621.69	123,163.37	160,000.00	36,836.63	76.98%
CARES Act					
4100.241 COVID Expense and Supplies	19,527.66	0.00	0.00	0.00	0.00%
4100.242 CARES 2 Expense and Supplies	0.00	168.98	0.00	(168.98)	0.00%
4100.315 Legal Fees COVID19	3,649.00	0.00	0.00	0.00	0.00%
Total CARES Act	23,176.66	168.98	0.00	(168.98)	0.00%
Transfers					
4100.928 Trans to General Fund	191,413.91	150,714.64	162,504.00	11,789.36	92.75%
4100.930 Trans to Capital Fund	9,100.00	0.00	0.00	0.00	0.00%
4100.940 Trans to Capital Fund-Council Designated	44,000.00	0.00	0.00	0.00	0.00%
Total Transfers	244,513.91	150,714.64	162,504.00	11,789.36	92.75%
Total Expenditures:	405,312.26	274,046.99	322,504.00	48,457.01	84.97%
Total Change In Net Position	(2,126.48)	117,634.79	0.00	(117,634.79)	0.00%

Greater Salt Lake Municipal Services District
Standard Financial Report
31 Copperton Cemetery - 01/01/2021 to 11/02/2021
91.67% of the fiscal year has expired

	2020 Year-End Actual	2021 YTD Actual	2021 Budget	Unearned/ Unused Budget	% Earned/ Used
Change In Net Position					
Revenue:					
Charges for services Charges other					
3600.200 Sale of Lots	5,250.00	1,700.00	2,300.00	600.00	73.91%
3600.300 Grave Opening Revenues	0.00	1,200.00	3,100.00	1,900.00	38.71%
Total Charges other	5,250.00	2,900.00	5,400.00	2,500.00	53.70%
Total Charges for services	5,250.00	2,900.00	5,400.00	2,500.00	53.70%
Interest					
3600.100 Interest	531.17	1.63	0.00	(1.63)	0.00%
Total Interest	531.17	1.63	0.00	(1.63)	0.00%
Miscellaneous revenue Miscellaneous other					
3600.400 Other Cemetery Revenues	0.00	3,250.00	0.00	(3,250.00)	0.00%
3600.900 Other Revenues	0.00	500.00	0.00	(500.00)	0.00%
Total Miscellaneous other	0.00	3,750.00	0.00	(3,750.00)	0.00%
Total Miscellaneous revenue	0.00	3,750.00	0.00	(3,750.00)	0.00%
Total Revenue:	5,781.17	6,651.63	5,400.00	(1,251.63)	123.18%
Expenditures: Administration					
4100.100 Grave opening expenses	0.00	3,569.86	0.00	(3,569.86)	0.00%
4100.240 Office Expense and Supplies	129.15	0.00	0.00	0.00	0.00%
4100.250 Vehicle & Equip Supplies and Maintenance 4100.900 Sundry Charges	1,420.00 0.00	1,622.00 0.00	0.00 2,000.00	(1,622.00) 2,000.00	0.00% 0.00%
Total Administration	1,549.15	<b>5,191.86</b>	2,000.00	(3,191.86)	259.59%
Transfers				(0,101100)	
4950.100 Contribution to Fund Balance	0.00	0.00	3,400.00	3,400.00	0.00%
Total Transfers	0.00	0.00	3,400.00	3,400.00	0.00%
Total Expenditures:	1,549.15	5,191.86	5,400.00	208.14	96.15%
Total Change In Net Position	4,232.02	1,459.77	0.00	(1,459.77)	0.00%
Iotal Change in Net Position	4,232.02	1,459.77	0.00	(1,459.77)	

# **Copperton Metro Township Budget Adjustment Form**



Budget Year 2021

Copperton Metro Township PO Box 125 Copperton, Utah 84006

Date of Adjustment	Novembe	r 16 2021		council@d	oppertonutan.org
Adjustment	November	10,2021		Original	Amended
Amount	Account Number	Project Number	Account Name/Description	Budget	Budget
Amount	Account Number	Troject Namber	Account Numer Bescription	Budget	Dauget
\$1,000.00	30-4100.241		COVID expenses	0.00	1,000.00
(\$23,364.68)	30-3100.321		COVID CARES funding		(23,364.68)
\$22,364.68	30-4100.990		Fund balance		22,364.68
(\$49,411.50)	30-3100.322		ARPA funding		(49,411.50)
\$49,411.50	30-4950-100		Contribution to fund balance		49,411.50
				<u> </u>	
\$0.00					
φο.σσ				<u> </u>	
Reason/Justifica	tion for Adjustm	ent			
	eceipt and use of CA				
Council Vice Cha	ir Authorization				
		Tessa Stitzer, V	ice Chair		
Council Chair Au	thorization				
		Sean Clayton, (	Chair		
Authorized this		Day of		2021	

# **Copperton Metro Township Budget Adjustment Form**



Budget Year 2021

Copperton Metro Township PO Box 125 Copperton, Utah 84006

			Copperton, Utah 84006 council@coppertonutah.		
Date of Adjustment	Novembe	r 16, 2021	-		
Adjustment	A	Buria d Novelana	Accordance (December)	Original	Amended
Amount	Account Number	Project Number	Account Name/Description	Budget	Budget
					_
\$0.00					
\$5,000.00	31-4100.100		Grave opening expenses	0.00	5,000.00
(\$5,000.00)	31-3600.300		Grave opening revenues		(5,000.00)
	-	-			
			-		
\$0.00					
Pageon/Justifica	ation for Adjustm	ont			
	ppening and closing o				
					_
Council Vice Cha	ir Authorization				
		Tessa Stitzer, V	ice Chair		
Council Chair Au	ithorization				
		Sean Clayton,	Chair		
		5 .		2024	
Authorized this		_ Day of		2021	

County Contract No.	
District Attorn	ey No.

# INTERLOCAL COOPERATION AGREEMENT BETWEEN

GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT, COPPERTON METRO TOWNSHIP, EMIGRATION CANYON METRO TOWNSHIP, KEARNS METRO TOWNSHIP, MAGNA METRO TOWNSHIP, WHITE CITY METRO TOWNSHIP, TOWN OF BRIGHTON AND SALT LAKE COUNTY

RESPECTING THE ISSUANCE OF BONDS TO PAY FOR INFRASTRUCTURE

THIS AGREEMENT (the "Agreement") is made and entered into by and among the GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT, a local district and political subdivision of the state of Utah ("District"); COPPERTON METRO TOWNSHIP, a municipal corporation ("Copperton"); EMIGRATION CANYON METRO TOWNSHIP, a municipal corporation ("Emigration"); KEARNS METRO TOWNSHIP, a municipal corporation ("Kearns"); MAGNA METRO TOWNSHIP, a municipal corporation ("Magna"); WHITE CITY METRO TOWNSHIP, a municipal corporation ("White City"); the TOWN OF BRIGHTON, a municipal corporation ("Brighton"); and SALT LAKE COUNTY, a body corporate and politic and a political subdivision of the state of Utah ("County"), on behalf of unincorporated areas located within the District. The Metro Townships and Brighton may be referred to herein as the "Municipalities". Each Metro Township, Brighton and the County may be referred to separately or collectively as "District Members" or "Members". The District and the Members are sometimes referred to in this Agreement as the "Parties", and each as a "Party".

### RECITALS

A. WHEREAS, as a duly formed and lawfully existing municipal services district under the MUNICIPAL SERVICES DISTRICT ACT, Utah Code Ann. § 17B-2a-1101 *et seq*. (the "Act"), the District is authorized to exercise all rights, powers, duties, and responsibilities

- of a municipal services district as provided by law. The District was created to provide specified municipal services to unincorporated areas of the County and to those metro townships, cities, and towns that might choose to be part of the District or to contract with the District for the provision of services.
- B. **WHEREAS**, the Municipalities and remaining unincorporated areas within Salt Lake County are served by the District.
- C. WHEREAS, the Municipalities are required, by Utah Code §17B-2a-1108, to remit their sales tax revenues under the Local Sales and Use Tax Act and their transportation funds received under Utah Code §72-2-108 to the District and the District Members are authorized by Utah Code §17B-2a-1109 to share their sales tax and other revenues for District purposes;
- D. WHEREAS, the Parties have determined, in light of favorable bond interest rates and escalating infrastructure construction costs, that it may be in their best interest for the District to issue bonds and construct capital improvements sooner than those improvements can be constructed on a pay-as-you-go basis.
- E. WHEREAS, the District may be able to obtain federal grant funding for some of the planned infrastructure construction projects, in which event the District will only be required to pay the "local match" portion of the costs of those projects, which may result in a lower level of borrowing, the completion of more infrastructure projects, and/or early partial repayment of the bonds.
- F. WHEREAS, pursuant to the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.* (the "Interlocal Cooperation Act"), the District, and all District Members are authorized to enter into this Agreement.

G. WHEREAS, the Parties have determined that it is mutually advantageous to enter into this Agreement and for the District to issue bonds to pay for infrastructure that will benefit the District Members and will contribute to the prosperity, well-being, peace, and comfort of their residents and constituents.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### AGREEMENT

- 1. Scope and Description of Borrowing.
  - (a) The District, in reliance upon this Agreement, will issue one or a series of bonds (the "Construction Bonds"), through private placement, direct placement, one or more public offerings, or a combination thereof, in a principal amount that will not exceed \$20,000,000 in the aggregate, not including any bonds issued to refund existing bonds (the "Refunding Bonds" and, together with the Construction Bonds, the "Bonds"). Each series of Bonds issued pursuant to this Agreement will have a term of no more than ten (10) years, with approximately level debt service payments, and the end date of any Refunding Bonds shall not exceed the end date of the underlying Bonds that are being refunded, plus up to six months to allow the District flexibility in the refunding issue.

If the District decides it is advantageous to refund the Bonds, it shall only do so if there is an overall costs savings to the District and its Members.

(b) The Bond shall be payable from each District Member's proportionate share ofClass B and Class C Road Revenues (defined below) as calculated in Subsection

- 2(b), plus the coverage ratio required by the indenture. The District Members covenant and agree to promptly remit and pay over to the District their Class B and Class C Road Revenues as the said revenues are received (in order to meet the requirements of paragraph 2 (a) below or as otherwise required by law or contract). For purposes of this Agreement, "Class B and Class C Road Revenues" means all funds allocated to the municipalities and/or the County under Utah Code Ann. § 72-2-107
- (c) The Bond proceeds will be used to construct any infrastructure within the boundaries of the District for which Class B and Class C Road Revenues may be used and pledged under Utah state law ("infrastructure"). The infrastructure projects that initially will be funded fully or partially by Bond proceeds have been determined and approved by the District Board of Trustees in accordance with paragraph (1)(e) below. Additional projects using discretionary funds referenced in paragraph (1)(e) may be determined and approved by the District Board of Trustees in accordance with the following process. Engineering staff will identify and provide information concerning infrastructure projects, including a recommended ranking for each project in comparison with other proposed projects based upon such factors as the need for and value of the project, but the final ranking and priority of each project will be determined by the District Board of Trustees.
- (d) Once particular projects are undertaken using Bond proceeds, any changes to such projects are subject to the Bond's issuance documents. At least one hundred twenty (120) days prior to the issuance of a Bond, the District shall notify each

District Member of its intent to issue the Bond, to the extent providing such notice is feasible under the circumstances. If one hundred twenty (120) days prior notice is not feasible, the District shall give the best notice practicable under the circumstances to each District Member, with at least sixty (60) days prior notice.

The table below identifies projects by jurisdiction that the District Board of (e) Trustees has determined should be funded by Bond proceeds, which are not listed in any order of priority. The table also identifies discretionary funds not yet assigned to a specific project, as well as funds to pay for bond issuance costs. In the event an identified project is cancelled or adjusted, a bid comes in less, or a grant or other outside funding becomes available for one of the identified projects, then the amount of the savings, up to the full amount originally identified, will remain with the corresponding jurisdiction to be used on another project within that jurisdiction, unless that jurisdiction authorizes the District Board of Trustees to reassign the proceeds to another project or add the proceeds to the discretionary funds. At no time will proceeds from the discretionary funds be used to cover additional costs on a given project above what is identified in the table below unless 2/3 of the voting power of the District Board of Trustees votes to reassign funds from the discretionary funds. All other additional costs on a given project shall be the responsibility of the District from Class B and Class C Road Revenue not subject to the Bonds or any other revenue source that can be legally used for this purpose, or by a Withdrawing Member (as hereinafter defined) for which the project was constructed according to paragraph (2)(g) of this Agreement. Unless otherwise provided in this Agreement, all decisions with respect to discretionary

funds requires a simple majority vote of the Board of Trustees. Notwithstanding the foregoing or anything in this Agreement to the contrary, discretionary funds may be used to make non-discretionary payments required under a construction contract for the construction of an approved project on a simple majority vote of the voting power of the Board of Trustees in order to prevent the District from being in default under the said contract. Non-discretionary payments are those payments required under the original design of a project, the absence of which creates a default under a contract. Non-discretionary payments do not include payments for services that deviate from the original design of a project. "Original design" shall also include any change order or construction contract amendment that do not increase the cost of the original design of a project. Bond issuance costs will take precedence over discretionary funds. The District must adjust the amount of discretionary funds available to accommodate the funds needed to cover the final cost of bond issuance.

Area	Description	Updated Proposed Bond Amount Aug 2021	
White City	Sego Lily Drive Road Improvement	\$	2,332,000
Magna	Cyprus Master Storm Drain Phase 2	\$	1,935,000
	9040 West Storm Drain (combined with Cyprus		
Magna	Project)	\$	288,000
Kearns	4700 S Improvement Project	\$	9,168,435
Emigration Canyon	Canyon Stabilization Project	\$	2,201,000
Unincorporated	Lower Millcreek Canyon Road Overlay	\$	2,712,000
Copperton	Stormwater, Road & Maintenance Projects	\$	700,000
Brighton	Infrastructure & Maintenance Projects	\$	200,000
	Projects at Board of Trustees Discretion	\$	88,565
	Estimated maximum Issuance Costs *(Issuance costs will not be finalized until closing. If less than \$375,000, any excess moves to discretion category)	\$	375,000*
	Total Issuance	\$	20,000,000

## 2. Commitment of Each District Member.

- (a) Each District Member covenants and agrees to remit and pay over to the District all of its Class B and Class C Road Revenues as they are received to satisfy its responsibility to pay its proportionate share of all principal and interest payments on the Bonds as provided in this Agreement until the Bonds have been paid in full, both while the District Member remains part of the District and after the District Member has withdrawn from the District, should the said District Member choose to withdraw. Once the District pays the annual Bond payment(s), when due, the District agrees to return to any Withdrawing Member its Class B and Class C Road Revenues in excess of the Withdrawing Member's proportionate share.
- (b) Except as provided by law or any other agreement with the District, each Member shall be able to use and pledge Class B and Class C Road Revenues in excess of its proportionate share. Each Member's obligation to contribute toward payment on the Bond will not be more than its proportionate share of Class B and Class C Road Revenues, plus any penalty for late or non-payment as provided in this Agreement.
- (c) For purposes of this Agreement, "proportionate share" shall be calculated as follows:
  - (i) Add up the total amount of the Class B and Class C road revenues of the District Members (including Withdrawing Members) annually;
  - (ii) Determine the percentage of each District Member's (including Withdrawing Members) contribution to the total amount in subsection 2(c)(i);
  - (iii) Determine the amount required to repay Bond proceeds, costs of issuance, capitalized interest, and debt service reserve requirements annually; and

- (iv) Multiply a District Member's (including Withdrawing Members) percentage in subsection (2)(c)(ii) by the amount in subsection (2)(c)(iii).
- (v) Because each District Member's level of Class B and C Road Revenues may vary from year to year, each District Member's proportionate share shall be recalculated each year, including after the withdrawal of a District Member.
- (d) Each District Member's proportionate share of Class B and Class C Road Revenues will be comingled and used by the District for appropriate purposes, including the construction of infrastructure based upon the priority and timing for the same established by the District Board of Trustees consistent with subsection 1(e).
- (e) Should a District Member or Withdrawing Member fail, for any reason, to remit its proportionate share of a payment required on a Bond that is issued pursuant to this Agreement (the "Delinquent Member"), the District will provide to the Delinquent Member a notice and an opportunity to cure. If within 30 days of the date of the notice, the Delinquent Member has not made its proportionate share payment, the non-Delinquent Members' proportionate share will temporarily increase to make up for the Delinquent Member's proportionate share. The Delinquent Member shall then be required to pay, in addition to its proportionate share of the Bond payment, either a penalty at the rate of 12% per annum from the due date until the date paid or the penalty paid on the underlying Bond default, whichever is greater.
- (f) Each Party understands, acknowledges and agrees that its attorney may be required, as part of a bond closing, to opine concerning the legality and enforceability of this Agreement.

(g) Should a District Member withdraw from the District (herein a "Withdrawing Member"), the said Withdrawing Member shall remain liable and responsible for its proportionate share of the remaining unpaid balance (including interest) of the Bonds that have been issued up to the effective date of the withdrawal (including Refunding Bonds issued to refund Bonds issued prior to withdrawal), but not for any portion of the Bond issued after that date (excepting Refunding Bonds meeting the criteria outlined above in paragraph 1(a), issued prior to withdrawal), in accordance with the following: (i) The Withdrawing Member shall be responsible for and pay its proportionate share of the total redemption premium, principal and interest of the Bonds. A Withdrawing Member is not responsible for any amount in excess of its proportionate share of the amounts due under the Indenture relating to the Bonds, including the actual annual redemption premium, if any, principal and interest of the Bonds. Additionally, a Withdrawing Member is not responsible for any amount that may have been covenanted as coverage ratios in the Indenture entered into by the District for any Bonds that were issued after the Withdrawing Member withdrew (excepting Refunding Bonds meeting the criteria outlined above in paragraph 1(a), issued prior to withdrawal). The District shall continue to complete all infrastructure projects (ongoing and future) that are financed with Bond proceeds, notwithstanding the withdrawal; provided, however, in the event that the cost of an infrastructure project in a Withdrawing Member's jurisdiction exceeds the amount of Bond proceeds, grants and other outside funding sources designated for such project, the Withdrawing Member shall (i) pay its proportionate share of any Bonds issued to

- finance the excess costs of said project after such Withdrawing Member withdraws or
  (ii) provide its own funding sources to complete such project.
- (h) The Withdrawing Member shall remit payment, via electronic funds transfer or check, at least thirty (30) days before the date any amounts are due to the District pursuant to this Agreement by the Withdrawing Member, as directed by the District.
- (i) At least sixty (60) days before the due date, the District shall deliver a written statement to the Withdrawing Member that itemizes the amount due from the Withdrawing Member, including a breakdown that shows how the amount due was calculated.
- (j) If the date a payment by a Withdrawing Member is due and payable falls on (i) a legal holiday recognized in Salt Lake County, Utah, (ii) a Saturday, (iii) a Sunday, or (iv) another day on which weather or other conditions make the District office inaccessible, then the payment shall be due and payable on the next day which is not one of the aforementioned days. If any required payment is not remitted to the District as and when due, the District shall be entitled to recover, in addition to the proportionate share owed under the Indenture for the Bonds, interest thereon at the rate of one percent (1%) per calendar month, to accrue from and after the date the remittance is due and payable, or the penalty paid on the underlying Bond default, whichever is greater.
- (k) Alternatively, at the Withdrawing Member's option, the Withdrawing Member may defease its proportionate share of the Bonds by providing a refunding escrow (in the same manner as the District may defease the Bonds under the Indenture for the Bonds).

- (l) A Withdrawing Member shall not pledge Class B and/or Class C road revenues that have already been pledged under this Agreement on a priority basis, but only on a subordinated basis.
- 3. Progress Reports. Notwithstanding Section 6 below, at least annually, the District will provide a written progress report to the District Members, including Withdrawing Members. The report will include such detail respecting the outstanding Bond and infrastructure projects upon which Bond proceeds have been and are being expended as reasonably requested by any District Member or Withdrawing Member. At a minimum, each report will include the original principal amount of the Bond, the remaining unpaid principal balance, the schedule of all Bond payments that have been made, each infrastructure project that has been or is being financed, in whole or in part, using Bond proceeds, a schedule of upcoming Bond payments, and an accounting of each District Member's, including Withdrawing Members', annual proportionate share obligations. The delivery of a written report meeting the requirements stated above in this Section that is delivered to the District Member's representative on the District Board of Trustees shall constitute delivery of the report to the District Member (so long as any other notice parties set forth in Section 6 below are also copied on such reports). Nothing in the progress report shall excuse or reduce the revenues pledged by the Parties to repay Bonds.
- 4. <u>Effective Date.</u> This Agreement shall be effective upon the last of the following events to occur: (i) approval of the Agreement as provided in the Utah Code Ann. § 11-13-202.5(1) and (2), (ii) delivery of the Agreement to an attorney representing each Party for

MSD Comments (11-5-21)

review as to proper form and compliance with applicable law, and (iii) the filing of the

signed Agreement with the keeper of records of each of the Parties.

a. Subject to paragraph 5 below, the term of this Agreement shall terminate one (1)

year after all of the Bonds issued pursuant to this Agreement have been paid in

full.

5. Term and Termination Pursuant to Utah Code Ann. § 11-13-206(a), the Parties agree that

this Agreement shall be terminated (i) no later than December 31, 2035, or (ii) prior to

December 31, 2035, upon an express written agreement entered into by all of the Parties

at least ninety (90) days prior to the agreed upon termination date, but only if, in either

case, all Bonds or other obligations of the District that are secured by the Class B and

Class C Road Revenues pledged hereunder shall be fully paid, discharged or performed

prior to the effective date of the termination of this Agreement. A District Member's

withdrawal does not require termination of this Agreement or an agreement by all of the

Parties; only the written notice outlined in paragraph 6 is required.

6. Written Notices. For purposes of communicating and maintaining ongoing contract

management, written notices will be delivered, mailed or sent by email to each

designated Party identified below to the address or email on file with the District. Each

Party shall be responsible to maintain updated addresses and emails.

DISTRICT: Greater Salt Lake Municipal Services District

District General Manager

2001 South State Street, N3-600

Salt Lake City, UT 84190

E-mail: bhartsell@msd.utah.gov

With a copy to Counsel for the District

Fabian VanCott

Mark H. Anderson

12

Rachel S. Anderson

215 South State Street, Suite 1200

Salt Lake City, UT 84111

E-mail: <u>mhanderson@fabianvancott.com</u> E-mail: <u>randerson@fabianvancott.com</u>

COUNTY: Salt Lake County Office of the Mayor

Attn: Deputy Mayor

2001 South State Street, N2-100 Salt Lake City, UT 84114 E-mail: ckanter@slco.org

With a copy to Salt Lake County District Attorney

Attn: Chief Deputy District Attorney

35 East 500 South

Salt Lake City, UT 84111 E-mail: <u>rchamness@slco.org</u>

Salt Lake County Council, Chairperson

2001 South State Street, N2-200

Salt Lake City, UT 84190 e-mail: <a href="mailto:sdebry@slco.org">sdebry@slco.org</a>

COPPERTON: Copperton Metro Township

Mayor: Sean Clayton

P.O. Box 125

Copperton, UT 84006

E-mail: seanclayton@coppertonutah.org

EMMIGRATION: Emigration Canyon Metro Township

Mayor: Joe Smolka

5025 East Emigration Canyon Road

Salt Lake City, UT 84108 E-mail: <a href="mailto:smolka@ecmetro.org">smolka@ecmetro.org</a>

KEARNS: Kearns Metro Township

Mayor: Kelly Bush

4956 West 6200 South, Suite 527

P.O. Box 527 Kearns, UT 84118

E-mail: Lobkb973@hotmail.com

MAGNA: Magna Metro Township

Mayor: Dean Peay

8952 West Magna Main Street

P.O. Box 136 Magna, UT 84044

E-mail: dan.peay@magnacity.org

WHITE CITY: White City Metro Township

Mayor: Paulina Flint 10467 S. Carnation Drive White City, UT 84094

E-mail: paulina.flint@whitecity-ut.org

BRIGHTON: Town of Brighton

Mayor: Danial E. Knopp

7688 S. Big Cottonwood Canyon Rd.

Brighton, UT 84121

E-mail: danknopp@brighton.utah.gov

A written notice shall be effective immediately upon personal or e-mail delivery as noted above or on the third business day after deposit in the United States mail, first class postage pre-paid, addressed as stated above. From time-to-time, any Party may change its notice address by so notifying the other Parties as provided above.

7. <u>Liability</u>. The Parties are all governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101, et seq. (the "Governmental Immunity Act"). Consistent with the terms of the Governmental Immunity Act, it is mutually agreed that each Party is responsible for its own wrongful or negligent acts which are committed by its agents, officials, or employees. No Party waives any defense otherwise available under the Governmental Immunity Act nor does any Party waive any limit of liability currently provided by the Governmental Immunity Act. Each Party agrees to notify the others of the receipt of any notice of claim under the Governmental Immunity Act for which one Party may have an obligation to defend, indemnify, and/or hold harmless another Party within thirty (30) days of receiving the notice of claim. Each Party also agrees to notify every other Party of any summons and/or complaint served upon the said

Party, if a Party may have an obligation to defend, indemnify and/or hold harmless any other Party, at least ten (10) days before an answer or other response to the summons and/or complaint may be due.

- 8. <u>Interlocal Cooperation Act</u>. For the purpose of satisfying specific requirements of the Interlocal Cooperation Act, the Parties agree as follows:
  - a. The Parties do not, nor intend to, create an interlocal entity by entering into this Agreement.
  - b. Each Party has submitted this Agreement to an attorney authorized to represent the said Party for review as to proper form and compliance with applicable law.
  - c. The duration of this Agreement is as set forth in Sections 4 and 5 above.
  - d. Each Party shall be responsible for formulating and approving its annual budget and the District shall be responsible for budgeting for each infrastructure project that will be funded through one or more bonds issued by the District as provided in this Agreement.
  - e. Each Party will acquire, hold, and dispose of its own real and personal property and there will be no jointly owned property upon the partial or complete termination of this Agreement. Notwithstanding the foregoing, however, upon completion of construction, the District will transfer ownership of infrastructure to the District Member having jurisdiction over the location where the infrastructure is located and, upon withdrawal from the District, infrastructure owned by the District that is located within the boundary of the

- Withdrawing Member will be transferred and conveyed to the Withdrawing Member.
- f. Inasmuch as each District Member is represented on the Board of Trustees of the District, to the extent necessary to administer the cooperative undertaking set forth in this Agreement, the Board of Trustees of the District shall have the full authority and responsibility to administer the cooperative undertaking on behalf of the Parties and, to the extent that voting is required, voting shall be weighted as provided in Utah Code Ann. § 17B-2a-1106(3).
- g. Since this Agreement cannot take effect under the Interlocal Cooperation Act until it is approved, signed, and filed with the keeper of records of each of the Parties, each Party agrees, promptly upon its mutual execution and delivery, to file a copy of the signed Agreement with the keeper of records of the said Party.
- h. Notwithstanding anything herein to the contrary, in the event that this

  Agreement does not satisfy any requirement of the Interlocal Cooperation Act,
  which failure would cause this Agreement to fail to be effective under the

  Interlocal Cooperation Act, this Agreement shall nevertheless be fully binding
  upon and enforceable by the Parties pursuant to law outside of the application
  of the Interlocal Cooperation Act.
- 9. Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah and courts located in Salt Lake County, Utah shall have sole and exclusive jurisdiction over any dispute arising under this Agreement.

- 10. <u>Integration</u>. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.
- 11. Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any Party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other Party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.
- 12. <u>Recitals</u>. The recitals are an integral part of this Agreement and are included as part of this Agreement.
- 13. <u>Amendment</u>. The Parties may amend this Agreement by a writing signed by the Parties as provided in the Interlocal Cooperation Act. The amendment shall not be effective if it is not in writing or if it is not signed by all of the Parties.
- 14. <u>No Agency</u>. Agents, employees or representatives of each Party shall not be deemed to be agents, employees or representatives of any other Party.
- 15. <u>Rights and Remedies</u>. The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other right or remedy.

- a. MEDIATION. Claims, disputes, and other issues between the Parties, or any of them, arising out of or related to this Agreement which cannot otherwise be resolved by the affected Parties shall first be submitted to mediation as mutually agreed. Each affected Party shall be responsible to pay its equal share of the costs of the Mediator. In the event mediation is unsuccessful, the claim or dispute may be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. During mediation and/or litigation of any such dispute, the Parties shall continue to perform as provided in this Agreement.
- 16. <u>Titles and Captions</u>. All section and subsection titles and captions in this Agreement are for convenience only. Such titles and captions shall not be deemed to be part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof
- 17. <u>Pronouns and Plurals</u>. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals, and vice versa.
- 18. Time. Time is of the essence in this Agreement.
- 19. <u>Survival.</u> All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement, irrespective of whether a District Member becomes a Withdrawing Member during the said term and shall remain fully enforceable until all of the Bonds issued pursuant to this Agreement, including subsequently issued Refunding Bonds, have been paid in full.

- 20. Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained.
  If such condition, covenant or other provision shall be deemed to be invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- 21. <u>Litigation Expenses</u>. If any action, suit or proceeding is brought by any Party with respect to a matter or matters covered by this Agreement, each Party shall bear its own costs and expenses.
- 22. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument. A signature delivered electronically shall be deemed to be an original.
  Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

[The balance of this page was left blank intentionally – Signature pages follow]

## INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE DISTRICT

# GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT

Ву
Name:
Title:
Dated:, 2021
Approved as to Form and Legality:
ATTORNEY FOR THE DISTRICT
By

# INTERLOCAL AGREEMENT -- SIGNATURE PAGES FOR DISTRICT MEMBERS

COPPERTON METRO TOWNSHIP	EMIGRATION CANYON METRO TOWNSHIP		
By:	TOWNSHIF		
By: Sean Clayton, Mayor	By: Joe Smolka, Mayor		
	Joe Smolka, Mayor		
Date:	Date:		
APPROVED AS TO FORM	APPROVED AS TO FORM		
Attorney representing Copperton Metro Township	Attorney representing Emigration Canyon Metro Township		
KEARNS METRO TOWNSHIP	MAGNA METRO TOWNSHIP		
By:	By:		
By: Kelly Bush, Mayor	By: Dan Peay, Mayor		
Date:	Date:		
APPROVED AS TO FORM	APPROVED AS TO FORM		
Attorney representing Kearns Metro Township	Attorney representing Magna Metro Township		
	TOWN OF BRIGHTON		
WHITE CITY METRO TOWNSHIP	By:		
By:Paulina Flint, Mayor	By: Danial Knopp, Mayor		
Paulina Flint, Mayor	Data		
Date:	Date:		
APPROVED AS TO FORM	APPROVED AS TO FORM		
Attorney representing White City Metro Township	Attorney representing the Town of Brighton		

# SALT LAKE COUNTY

By:
Date:
APPROVED AS TO FORM AND LEGALITY
By:
Deputy District Attorney

4872-0297-6512, v. 2

#### COPPERTON METRO TOWNSHIP COUNCIL

DATE: November 16, 2021

RESOLTUION NO. <u>2021-11-02</u>

# A RESOLUTION OF THE COPPERTON METRO TOWNSHIP COUNCIL ADOPTING A SOCIAL MEDIA AND WEBSITE POLICY

#### RECITALS

WHEREAS, Utah Code Ann. § 10-3-717(1) authorizes the Copperton Metro Township ("Copperton") Council (the "Council") to exercise all administrative powers by resolution, including the adoption of policies to govern the actions of municipal personnel and the use and operation of municipal property; and

WHEREAS, the Political Activities of Public Entities Act (the "Act"), Utah Code Ann. § 20A-11-1201, et seq., prohibits the use of public funds on certain electoral and other matters; and

WHEREAS, the Council desires to adopt a social media policy to establish terms of use for its social media platforms, ensure compliance with the Act, and otherwise ensure that Copperton' social media accounts are used appropriately for governmental purposes; and

WHEREAS, the Greater Salt Lake Municipal Services District ("MSD") provides municipal services to Copperton, including public relations services; and

WHEREAS, the Council has determined that the social media policy attached to this resolution will serve the best interests of the Copperton Metro Township and the public.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Copperton Metro Township Council that effectively immediately:

- 1. The Copperton Metro Townsite webpage (<a href="https://coppertonutah.org/">https://coppertonutah.org/</a>) and the Copperton Metro Township Board Facebook page (<a href="https://www.facebook.com/CoppertonMetro/">https://www.facebook.com/CoppertonMetro/</a>) are approved as official Copperton social media accounts.
- 2. The MSD's Communication Manager is designated as the moderator and administrator for each of Copperton's official social media platforms until such time as the Council designates another moderator or administrator.
- 3. The MSD's administrative law judge is designated as the appeal authority for decisions the moderator and administrator may make regarding Copperton's social media accounts pursuant to this social media policy; and
- 4. The social media policy will be posted to Copperton's website and social media accounts and Copperton's officials, personnel, and agents are instructed and authorized to take all steps needed to implement the policy.

[execution on following page – remainder of this page left blank intentionally]

	ED in Salt Lake Cou	unty, Utah, this 16 <sup>th</sup> day of Novem	oer
2021.			
	By:		
	$\frac{1}{S}$	Sean Clayton, Mayor	
ATTEST			
By: Sherrie Swensen, Salt Lake Cour	to Clark		
Copperton Metro Township/Reco	•		
VOTING			
Council Member Bailey voting			
Council Member Clayton voting			
Council Member Pazell voting			
Council Member Severson voting			
Council Member Stetzer voting			

# COPPERTON METRO TOWNSHIP SOCIAL MEDIA POLICY

Adopted November 16, 2021

#### **SECTION I – DEFINITIONS**

The following definitions will apply for the purposes of this policy:

- 1. "Appeal authority" means the person designated by the Council to hear appeals under this policy, provided that the appeal authority may not be a moderator.
- 2. "Comments or Posts" means any comment, photo, link, or other material posted to a section of a social media account.
- 3. "Copperton" means the Copperton Metro Township.
- 4. "Council" means the Copperton Metro Township Council.
- 5. "Egregious violation" means a comment made to a Copperton social media account that expressly or impliedly threatens the safety of the public or an individual.
- 6. "GRAMA" means the Government Records and Management Access Act, Title 63G, Chapter 2 of the Utah Code, or applicable successor statute.
- 7. "Mayor" means the Mayor of the Copperton Metro Township.
- 8. "Moderator" means the person the Council has authorized to administer and moderate a social media account.
- 9. "MSD" means the Greater Salt Lake Municipal Services District.
- 10. "Personnel" means:
  - a. Any member of the Council;
  - b. Any member of a Copperton board, commission, or committee;
  - c. Any employee, contractor, or other agent duly authorized to carry out official Copperton business; and
  - d. Any volunteer engaged in official Copperton business.
- 11. "Policy" means this social media policy.
- 12. "Social Media Account" means any platform that enables users to create and share content or to participate in social media, networking, or discussion, including but not limited to social media and social networking services, web feeds, blogs, wikis, photo sharing, podcasting, social bookmarking, mashups, widgets, virtual worlds, and micro-blogs.

- 13. "Terms" means the terms of use set forth in Section V of this policy.
- 14. "User" means any person or entity who uses a Copperton social media account.

#### **SECTION II – PURPOSE**

Copperton has the discretion to use social media accounts to provide pertinent public information to Copperton residents and other interested members of the general public.

#### **SECTION III - SCOPE**

- 1. <u>Applicability</u>: This Policy applies to all circumstances where a social media account is owned, controlled, or otherwise managed by Copperton, through its personnel, or any of its departments, divisions, committees, commissions, or boards, including but not limited to any social media account used by an elected official to conduct Copperton business, even if conducting Copperton business is not the sole purpose of the account.
- 2. <u>Exclusions</u>: Except as provided in Section V, paragraph 11, this Policy does not apply to purely personal or other social media accounts owned or controlled by:
  - a. Copperton personnel in their personal and private capacity, including but not limited to any campaign election or re-election account owned and controlled by a campaign election or re-election committee or person campaigning for public office;
  - b. The MSD unless the social media account is specific to Copperton only and conducted by the MSD in fulfillment of one or more of its contractor responsibilities for Copperton; and
  - c. The Copperton Community Council and the Copperton Improvement District, which are separate entities that are legally distinct from Copperton.

## SECTION IV – COUNCIL APPROVAL REQUIRED

The Council must approve all official Copperton social media accounts before the accounts are created and operated. In approving a social media account, the Council will direct how the social media account is to be published and administered. The Council may also determine, at any time, whether public comments are allowed on a Copperton social media account, even after a social media account has been created and placed into operation. If the Council allows public comments, it will designate a moderator for the social media account. The Council may also close a Copperton social media account at any time without notice.

#### **SECTION V – TERMS OF USE**

The following terms and conditions will apply to all social media accounts where the Council has authorized public comments.

- 1. <u>General</u>: Copperton's social media accounts are intended to promote healthy and non-abusive public discourse and will exhibit a level of decorum that is conducive to orderly government.
- 2. No Discrimination: Copperton will not discriminate based on viewpoint, nor because a comment is posted anonymously or expresses disagreement with Copperton action, policy, custom, or practice. Such content will not be flagged, minimized, or removed, and no user will be blocked, so long as the content complies with the terms of use set forth in this policy.
- 3. <u>Acceptance of Terms</u>: Users who access or use a Copperton social media account accept and agree to follow, without limitation:
  - a. The Terms;
  - b. Any terms of use required by the social media platform provider, over whose terms of use, content, commercial advertisements or other postings Copperton has no control; and
  - c. Copperton's right to modify the Terms and this policy without notice, which changes will become effective upon their posting to the applicable social media account.
- 4. <u>Rules of Conduct for Comments and Posts</u>: Comments and posts must relate to discussion of Copperton programs, services, projects, issues, events, or activities. Neither Copperton nor its personnel will edit comments or posts to official Copperton social medial accounts. However, Copperton will hide or remove comments or posts that do not relate to Copperton business or that:
  - a. Promote, foster, or perpetuate discrimination based on race, creed, color, age, religion, gender, marital status, national origin, physical or mental disability, sexual orientation, gender identity, or that otherwise encourages discrimination in violation of applicable laws, regulations, ordinances, or policies;
  - b. Include slanderous or defamatory attacks against any person, including but not limited to Copperton personnel;
  - c. Threatening, harassing, obscene, indecent, or profane language or content;
  - d. Include obscene or sexual content, or links to obscene or sexual content, including indecent or pornographic material;
  - e. Solicit commerce or advertisements including promotions or endorsements;
  - f. Promote or condone illegal conduct or activity;

- g. Are spam that include links to external online sites;
- h. Violate a legal ownership interest of any person, including improper use of a trademark or copyrighted material;
- i. Promote, endorse, or oppose the candidacy of any person, petition, or referendum or otherwise violate applicable laws and regulations, including but not limited to the Political Activities of Public Entities Act, Utah Code Ann. § 20A-11-1201, et seq.;
- j. Include fraudulent, deceptive, or misleading information;
- k. May compromise the safety or security of the public or public systems;
- 1. Disclose private, protected, or confidential material as defined by state or federal laws and regulations or Copperton ordinance or policy; or
- m. Include advertisements for any purpose.

# 5. <u>Use of Photographs</u>:

- a. Copperton will not post photographs on its social media sites for which is does not have the copyright or the owner's permission to use.
- b. For photographs involving one minor, permission must be obtained from the minor's parent or guardian before the photograph may be posted to a Copperton social media site, provided that permission is not needed for photographs of multiple children taken at a public event.
- 6. <u>Violations of Terms</u>: Moderators will adhere to the following when hiding or removing comments or posts that violate the terms:
  - a. When a user has violated the terms, the moderator will contact the social media user through direct messaging or other available means, describe the violation, and request voluntary removal or edit of the comment(s) or post(s).
  - b. If the user fails to voluntarily remove or edit the comment(s) or post(s), the moderator may minimize or hide the comment or post.
  - c. Before hiding or removing a comment or post, a copy must be retained (e.g., through a screen shot, etc.) by the moderator.
  - d. If a comment or post is hidden or removed, the moderator must notify the user through a direct message or other means that includes (i) a copy of the comment or post in question, (ii) an explanation as to why the comment or post violates this policy, and (iii) an explanation of the user may appeal the moderator's decision

pursuant to paragraph 9 of this Section, including the appeal authority's email address.

## 7. <u>Blocking and Reinstating Users</u>:

- a. Except as otherwise provided in this paragraph 7, below, if a user is determined to have violated the terms on three separate occasions, the moderator will block the user from making public comments or posts on all applicable Copperton social media accounts by notifying the user through direct message or other available means that:
  - i. They have been blocked pursuant to this policy;
  - ii. An explanation for why the user has been blocked, including a reference to the user's applicable prior violations; and
  - iii. An explanation that the user may appeal Copperton's decision to block the user by sending an email within five business days to the appeal authority that explains in reasonable detail the user's reasons for why the decision to block the user is improper; and
  - iv. The appeal authority's email address.
- b. Except as otherwise provided by this policy, a user who has been blocked may submit a written request to the moderator requesting reinstatement after a period of one year has expired from the date the user was blocked or, if appealed, the date the decision to block the user was upheld. The moderator will approve the request if (i) the moderator has reason to believe the user will abide by the terms, and (ii) the user signs a written statement (a) agreeing to abide by the terms and (b) acknowledging that subsequent violations of the terms could result in a permanent ban that prohibits the user from participating at any future time in applicable Copperton social media accounts. If the moderator denies the user's request, the moderator will provide a written explanation for the basis of the denial pursuant to the process in paragraph 6(a). A user may appeal a denial to the appeal authority pursuant to the process in paragraph 6(a)(iii).
- c. If a user is reinstated under paragraph 6(b) and is subsequently found to have any further violation of the terms, even if on one occurrence, the moderator will block the user from all applicable social media accounts. The moderator will follow the notice process in paragraph 6(a) to notify the user that the user has been blocked. Users blocked under this paragraph 6(c) may appeal pursuant to the process set forth in paragraph 6(a)(iii). A user blocked under this paragraph 6(c) may request reinstatement pursuant to the process in paragraph 6(b) after a period of three years following the date the user was blocked or, if appealed, the date the action was upheld.

- 8. <u>Egregious Violations</u>: A moderator will immediately remove all comments or posts that constitute an egregious violation and may, in the moderator's discretion, immediately block the user from future comments or posts for such an egregious violation, subject to providing the user notice in accordance with the process set forth in paragraph 6(a).
- 9. Appeals: A user may appeal a decision issued by the moderator under this Section by sending an email to the appeal authority that contains the complete decision the moderator issued under this Section and explains in reasonable detail the user's reasons for why the moderator's decision is not supported by this policy. A user filing an appeal must do so within five business days of the date the user receives notice of an action taken by the moderator under paragraphs 6(d) or 7(a) of this Section. The appeal authority's review of an appeal will be limited to the user's comments or actions in question, the moderator's decision, the terms, and the user's appeal, provided that the appeal authority may, in their discretion, ask the moderator to prepare a response the corresponds directly to the user's appeal. The user filing an appeal bears the burden of proof and must show by a preponderance of the evidence that the moderator's decision violates the terms. If the appeal authority does not uphold the moderator's actions, the appeal authority will order that a comment or post be restored to public view or that user be reinstated. The appeal authority will issue a written decision and notify the user of the decision via email as soon as is reasonably practicable. The appeal authority's decision will explain the appeal authority's reasons for granting or denying the appeal. All decisions by the appeal authority will constitute a final agency action under Utah Code Ann. § 63G-4-401, or applicable successor statute.
- 10. <u>Posting of Policy</u>: All sections of Copperton's social media accounts that allow comments or posts will include a link to this policy and a link to the Copperton website for original content, forms, documents, and other information.
- 11. Social Media Use by Personnel: Copperton personnel should not use personal social network accounts, user IDs, or email accounts when commenting in their official capacity on Copperton social media accounts or when otherwise conducting official Copperton business on non-Copperton social media accounts. Any personnel representing Copperton on any social media account will conduct themselves at all times as a representative of Copperton and in a manner that is professional, exhibits proper decorum, complies with the provisions of paragraph 4, and is otherwise conducive to orderly government. Conversely, Copperton personnel should not use their Copperton user IDs or Copperton email accounts when acting in their personal capacity on non-Copperton social media accounts or otherwise conducting personal business.

#### SECTION VI -GRAMA

- 1. <u>Public Records</u>: Comments posted to Copperton's social media accounts are considered public records subject to public disclosure under GRAMA to the extent they do not contain information that discloses private, protected, or confidential material or information.
- 2. <u>Retention</u>: Copperton will ensure that social media account records are property retained and classified pursuant to GRAMA and any other applicable laws, regulations, or policies.

Any comments or posts that are removed and information regarding blocked users will be considered public records and will be preserved pursuant to GRAMA.

- 3. <u>Moderator Responsibilities</u>: Moderators who remove a comment or post or block a user's access must preserve records of the removal or blocked user for any applicable retention period in a format (e.g., a screen shot) that preserves the integrity of the original record and is easily accessible.
- 4. <u>Comments Not Considered GRAMA Request.</u> A comment or post requesting a public record will not be considered a records request under GRAMA.

## **SECTION VII – SECURITY**

Copperton will take all reasonable steps to ensure that its social media accounts are secure from accidental or intentional attacks. Passwords should be adequately complex to prevent cyberattacks and should not be sent through email. If a cyberattack is suspected for a social media account, the moderator will immediately notify the Council and all applicable personnel.

#### SECTION VIII - ENFORCEMENT

Any Copperton personnel found to have knowingly violated this policy will be subject to disciplinary action pursuant to all applicable laws, regulations, ordinances, and policies.

#### **SECTION IX - DISCLAIMERS**

Moderators will post in a prominent location on all Copperton social media accounts a link to this policy, the language in Section VI(1) of this policy, and the following disclaimers:

- 1. Opinions Expressed Are Not Necessarily Those of Copperton: Comments posted by users on Copperton's social media accounts are the opinion of the user and do not necessarily reflect the opinion or policy of Copperton or its elected officials, personnel, agents, commissions, boards, or committees.
- 2. <u>No Guarantee of Accurateness</u>: Copperton does not guarantee the completeness or accuracy of any information posted on its social media accounts.
- 3. <u>No Liability</u>: Neither Copperton nor its personnel are liable for any injury or damages resulting from viewing, distributing, or copying materials posted to Copperton's social media accounts, including without limitation, liability for indirect, special, incidental, or consequential damages.
- 4. <u>No Legal Notice</u>: Comments made to Copperton's social media accounts do not constitute legal notice or official notice or comment by Copperton or its personnel and will not be regarded as a request for Copperton to provide service or take any action. If a dangerous condition exists, users are advised to contact the Unified Police Department, the Unified Fire Department, the applicable public utility, or other relevant department or personnel.

- 5. <u>No Response Required</u>: Comments posted to Copperton's social media accounts do not require responses from Copperton or its personnel.
- 6. <u>Outside Links</u>: Copperton's social media accounts may contain links to websites and other accounts that Copperton and its personnel do not own or control. Copperton is not responsible for any content that appears on those websites or accounts and provides links to those websites and accounts for convenience only.
- 7. Compliance with Rules of Conduct Required: All users must comply with Copperton's social media policy, including but not limited to the Rules of Conduct in Section IV of the policy, as an express condition of their participation in Copperton's social media accounts. Copperton reserves the right to hide, remove, mute, or delete information posted by a user that violates the terms. Repeated or egregious violations of Copperton's social media policy may result in denial of access to all applicable Copperton social media accounts. All threats to public safety or persons will be immediately removed and reported to the applicable public safety authorities.

## **SECTION X - COPPERTON LOGO**

- 1. <u>Official Use of Logo for External Communications</u>: To the extent possible, the Copperton logo will be used on all official Copperton external communications, including but not limited to letters, newsletters, press releases, invitations, flyers, posters, signage, websites, social media pages, and any item requiring a symbol of identity.
- 2. <u>Use of Logo for Private Purposes</u>: The Copperton logo may not be used by any Copperton personnel for personal communications or uses, including but not limited to personal social media accounts.
- 3. <u>Use of Logo by Outside Entities</u>: The Copperton logo may not be used by any outside entity without the Council's prior written consent.
- 4. <u>Changes to Logo</u>: The Copperton logo may not be altered in any way without the Council's prior written consent.

#### **SECTION XI - EDUCATION**

The mayor will ensure that those personnel that work with social media understand this policy. The mayor may delegate the others the responsibility of training personnel on this policy.