

AGENDA

Francis City Council Meeting
Thursday, March 9th, 2023, 6:00 pm
2319 So. Spring Hollow Rd. Francis, Utah

The meeting will be streamed via Francis City YouTube channel
<https://www.youtube.com/channel/UC-9wahpEELShvGQZShXGIXg>
You can also comment by email to comments@francisutah.org

Welcome, Call to Order and Pledge of Allegiance

1. Consent Agenda

- A. Approval of Invoice Register dated February 9th, 2023, and Approval of Minutes from January 12th, 2023

2. Public Comment

Comments will be taken on any item not scheduled for a public hearing, as well as on any other City business. Comments are limited to two minutes per speaker. The Council cannot act on items not listed on the agenda, and therefore, the Council may or may not respond to non-agenda issues brought up under Public Comment. Those wishing to comment should state their full name and address, whom they represent and the subject matter to be addressed. No person shall interrupt legislative proceedings. Total time allocated to public comments will be not more than 10 minutes.

3. Public Hearings

- A. Fee and Rate Ordinance

4. Discussion, Updates and Approval on Potential Action Items

- A. Appoint (2) New Planning Commissioners
- B. Renewable Energy
- C. Waiver and Resolution Ivory Homes
- D. Discussion on Future Growth and Land Use
- E. Route 32 Architecture
- F. Frontier Days/Approve Rodeo Contract
- G. Award Water Tank Contract

5. Council Business

- A. Council Reports
- B. Planner Reports
- C. Engineer Reports
- D. Mayor Reports

6. (As Needed) Closed Executive Session to Discuss Pending or Reasonably Imminent Litigation, Purchase, Exchange, or Lease of Property and/or the Character, Professional Competence or Physical or Mental Health of an Individual.

7. Adjournment

I certify that this notice has been posted in three (3) public places and on the Utah State Public Notice Website. Attested by Suzanne Gillett City Recorder. **In Compliance with the American Disabilities Act, individuals needing special accommodations during this hearing should notify Suzanne Gillett at (435) 7836236 at least three days prior to the hearing.**

FRANCIS CITY ORDINANCE NO. 2023-03

AN ORDINANCE AMENDING FEE SCHEDULES AND POLICIES FOR CONSTRUCTION, BUILDING, WATER, SEWER, FACILITY RENTAL, PLANNING, SIGN CODE, BUSINESS LICENSE, BEER, AND LIQUOR LICENSES, GRAMA AND OTHER FEES.

WHEREAS, Francis City has enacted various Resolutions and/or Ordinances at various times to set forth a schedule of fees for the various City services and operations as listed above, and

WHEREAS, it is necessary to update the current fee ordinance to reflect the increasing costs of performing services, and

WHEREAS, additional and/or updated Francis City fees need to be included in this fee and rate ordinance, and

WHEREAS, the purpose of this ordinance is to amend and replace all prior resolutions and ordinances setting any fees and rates for Francis City that are included in the text of the following ordinance.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of Francis City, State of Utah as follows:

The Fee Schedule(s) as adopted by any previous Resolutions or Ordinances and that are updated or contained in this Ordinance are hereby repealed, and in its place this Ordinance is adopted establishing the fees for various City services, permits, and processes as follows. All other parts, sections, regulations or fees of any Resolutions or Ordinances other than those modified or included in this Ordinance shall remain in full force and effect.

SECTION 1 CONSTRUCTION AND DEVELOPMENT RELATED FEE SCHEDULE

Note: All buildings larger than 200 square feet require a building permit. Agricultural buildings may qualify for exemption from fees, but still require a permit.

1.1 BUILDING PERMIT FEES

1. Building permit fees shall be in accordance with the International Building Code (IBC) as adopted by the State of Utah.

1.1.1 BUILDING PERMIT FEES (NON- AGRICULTURAL STRUCTURES)--- Commercial and residential buildings will be valued in accordance with the current Building Valuation Table published by the ICC. Building permit fees based on the valuation total will be assessed as listed in the Building Permit Fee table below. For square foot construction valuation, all garages will be valued at \$37.87 per square foot, all decks will be valued at \$5.00 per square foot. Unfinished residential basements will be based at 50% of the building valuation rate. Basement finish rate will be based on 50% of the building valuation rate.

Building Permit Fees based on Total Valuation Rate.

Services	Fee Activity Detail	Fee
Total Valuation	Less than \$2,000	\$24.00 for the first \$500 plus \$3.50 for each additional \$100 or fraction thereof, to an 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 an 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 an including \$50,000.
	\$50,000 to \$100,000	\$765.00 for the first \$50,000 plus \$8.50 for each additional \$1,000 or fraction thereof, to an 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 an 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 an 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.
Fees for inspections or checks not specifically listed shall be determined by the Building Official.		

1.1.2 BUILDING PERMIT FEES (AGRICULTURAL STRUCTURES)

Valuation is \$20.00 per square foot; building permit fee is calculated at \$6.00 per \$1,000.00 of valuation or fraction thereof.

1.1.3 APPLICATION FEE

\$25.00 plus a fee for educational purposes in the amount of one percent (1%) of the building permit fee as required by Utah Code Section 15A-1-209 and a plan review fee in the amount of sixty-five percent (65%) of the building permit fee as required by Utah Code Section 10-9a-510. Agricultural buildings are exempt from the plan review fee described in this paragraph.

1.1.4 DEPOSIT REQUIRED AT TIME OF APPLICATION, credited toward permit fee when paid in full, forfeited if plans are withdrawn.

1. ~~\$1000.00~~ 200.00 for standard plans

2. ~~\$100.00~~ \$500.00 for modular or manufactured homes

3. ~~\$---75.00-~~ \$250 for any other permit-- --structures

1.1.5 FIRE SPRINKLER PLAN REVIEW AND INSPECTION FEE:

\$300.00 for structures in which fire sprinklers will be installed

1.1.6 DEMOLITION PERMIT FEE:

\$250.00---Additional amounts may be charged if repeat visits by building inspector to the demolition site are required.

1.1.7 PERMIT TO WORK IN CITY PUBLIC RIGHT-OF-WAY / EXCAVATION PERMIT

A \$250.00 non-refundable fee per utility or company (regardless of number of encroachments in a one-year period), plus a \$1,500.00 cash bond (to be held for one year after acceptance of repair) plus proof of insurance. Engineering inspection fees or City repair costs may be billed to the licensee or charged against the bond if necessary.

1.1.8 FIRE HYDRANT METER USE PERMIT FEE

A ~~\$1,500.00-~~ \$2,000.00 security deposit will be required at time of rental. A fee of \$10.00 per day plus a fee of \$2.00 .025 per gallon of water.
~~fee for every 1,000 gallons of water taken will be charged.~~

If providing your own meter, a ~~\$500.00-~~ \$1,000.00 deposit will be required at time of rental. A fee of \$-.025 per gallon of water ~~\$2.00 for every 1,000 gallons of water taken~~ will be charged for usage.

Penalty for hydrant usage without permission is \$1,000.00 per violation.

1.1.9 PLUMBING PERMIT FEES

\$10.00 Plus:

1. Agricultural Buildings: \$0.03 per square foot
2. Commercial Structures per the International Plumbing Code (IPC): \$0.03 per square foot
3. Residential Structures per the IRC: \$0.03 per square foot

1.1.10 MECHANICAL PERMIT FEES

\$10.00 Plus:

1. Agricultural Buildings: \$0.03 per square foot
2. Commercial Structures per the International Mechanical Code (IMC): \$0.03 per square foot

3. Residential Structures per the IRC: \$0.03 per square foot

1.1.11 ELECTRICAL PERMIT FEES

\$10.00 Plus:

1. Agricultural Buildings: \$0.035 per square foot
2. Commercial Structures per the National Electric Code (NEC): \$0.035 per square foot
3. Residential Structures per the IRC: \$0.035 per square foot

1.1.12 ALTERNATIVE ENERGY PERMIT FEES

1. Photovoltaic System: \$350
2. Geo-Thermal: \$250
3. Solar Hot Water: \$125
4. Wind Generator: \$125

1.1.13 OTHER INSPECTIONS AND FEES

1. Inspections outside of normal office hours: \$100 per hour (minimum of one hour)
2. Re-Inspection fee assessed under the provisions of Chapter 1 of both the IBC and IRC: \$100 per occurrence
3. Inspections and permits for which no fee is specifically indicated: \$100
4. Additional plan review required by changes, additions, or revisions to approved plans: \$100 per hour (minimum of one hour)
5. An expired building permit will be charged the following fees:
 - \$100 for an expired permit requiring a final inspection only.
 - Repay original building fees if expired permit requires more than a final inspection on first offense.
 - Double original building fees if permit has expired more than once on all inspections.
6. Double permit fees will be assessed on a structure completed without a building permit.

SECTION 1.2 PLANNING FEES

1.2.1 PROJECT RE-SUBMISSION FEE \$100.00

1.2.2 PROJECT PROCESSING FEES

1. Concept Plan Review	\$25 per lot or unit
2. Preliminary Master Plan Review	\$25 per lot or unit
3. Preliminary Plan Review	\$200 per lot or unit
4. Final Plat Review	\$100 per lot or unit
5. Minor Subdivision Review	\$1,000 (4 lots or fewer)
6. Plat Amendment	\$500 for review by City Council only \$750 for review by City Council and Planning Commission
7. Lot Line Adjustments	\$250
8. Commercial Concept Plan	\$250
9. Commercial Site Plan	\$1,000
10. Recording	\$100 + County Recording Fee
11. Professional Review Fees	Reference Section 1.2.3

1.2.3 SPECIAL ESCROW ACCOUNTS FOR PROFESSIONAL FEES

Projects which require review and/or inspection by the City Attorney, City Engineer or other consultant(s) shall be billed to the applicant at the accrual billed rates incurred by the City, in additions to all other fees. To assure prompt payment, the applicant shall deposit with the City the following amounts against which the City may draw to satisfy these costs:

Subdivisions: Single-family dwelling \$500.00 per unit. Annexations \$500.00 per unit proposed on development plans OR if no development plan is submitted, \$500.00 per unit of the maximum allowable density of the annexation parcel(s) pursuant to the City's proposed future zoning plan. Other approved projects: Projects other than subdivisions or annexations which require review by the City Attorney, City Engineer, or other consultant(s) (including but not limited to commercial projects) may also be required to set up a deposit account in amounts necessary to cover anticipated costs.

All funds in applicant deposit accounts are available always for expenditure by the City to satisfy fees incurred by the City for the project. The City shall notify applicants monthly of the fees incurred during the previous month for the applicant's project. For both subdivisions and annexations, if the balance on deposit for an applicant drops below a total of \$250.00 per unit, the applicant must pay all outstanding billings for the month plus bring the deposit account back up to a total of \$250.00 per unit. If at any time an applicant's deposit account does not comply with the provisions set forth herein, the City's staff and its contractors, agents and consultants shall stop work on the project until the account comes into compliance. At the conclusion or termination of the project, any unexpended amounts in an applicant's deposit account shall be refunded to the applicant with interest.

Other approved projects will be required to maintain an escrow account for the project.

1.2.4 CONDITIONAL USE PERMIT \$500.00

1.2.5 TEMPORARY USE PERMIT \$50.00 per day

1.2.6 BOARD OF ADJUSTMENT \$500.00

If a court reporter or verbatim transcripts are required, the actual cost will be assessed in addition to the fee.

1.2.7 ANNEXATIONS APPLICATIONS \$2,500.00

Fee is non-refundable and no guarantee of approval of proposed annexation shall be implied by this fee. Application fee includes one public hearing with Planning Commission and one public hearing with City Council. Concurrent concept plan review in these two meetings is included. Any costs incurred by the City above this fee amount shall be billed to the applicant.

1.2.8 ANNEXATION AGREEMENT

Agreements to an annexation fee in the amount of \$8,000 per equivalent residential unit constructed on the annexation property. This fee may be adjusted up or down or waived by the City Council for any annexation, but only for just cause, as determined in the City Council's sole discretion in findings to be set forth in writing.

1.2.9 EXTENSIONS OF APPROVALS \$100.00
(in accordance with Zoning Ordinance provisions and approved by the governing body).

1.2.10 GENERAL PLAN AMENDMENTS \$1,000.00

Fee is non-refundable and no guarantee of approval of proposed amendment shall be implied by this fee.

1.2.11 VACATING A SUBDIVISION \$250.00 per plat

1.2.12 DEVELOPMENT CODE AMENDMENTS \$1,000.00

Fee is non-refundable and no guarantee of approval of proposed amendment shall be implied by this fee

1.2.13 ZONE CHANGES \$2,500.00

Fee is non-refundable and no guarantee of approval of proposed amendment shall be implied by this fee. Application fee includes one public hearing with Planning Commission and one public hearing with City Council. Concurrent concept plan review in these two meetings is included. Any costs incurred by the City above this fee amount shall be billed to the applicant.

1.2.14 SIGN PERMIT (when required) \$50.00

1.2.15 CODE AND MAP PURCHASES

Francis City General Plan	\$.50 per page
Francis City Development Code	\$.50 per page
Francis City Zoning Map	\$.50 per page

1.2.16 SPECIAL OR ADDITIONAL MEETINGS \$500.00

Any project requesting a special meeting to be convened shall submit a fee for scheduling the meeting. In the event the meeting may not be convened due to scheduling conflicts the fee shall be returned to the applicant, less any cost associated with staff time and advertising.

SECTION 2 WATER FEES

2.1 WATER IMPACT FEES

¾ inch line	\$5,209
1-inch line	\$8,381
1 1/2-inch line	\$16,762
2-inch line	\$26,819
3-inch line	\$58,667
4-inch line	\$167,621

This fee is used to help pay for the City impact of the development of public water infrastructures and capital improvements necessary to benefit the user that may have been paid for in whole or in part by existing residents of the City. This fee is due with the building permit fee(s), or in some cases, when in the opinion of the City Council the fees will be needed for immediate off-site improvements to serve the development. The fees may be required to be paid in total before the final plat is signed by the Mayor (or as otherwise stipulated by development agreement).

Impact fees are assessed in accordance with the adopted Impact Fee Analysis.

2.2 WATER RIGHTS TRANSFERS

On single family and multi-family residential developments any water rights and delivery, pumping, transmission, storage, or diversion facilities that are part of the property, previously used for irrigation, that are not required for the operation or maintenance of private or public open spaces or common spaces of the development under other agreements must be transferred to Francis City in a form acceptable to the City Council. Quantities of water necessary for the development will be calculated by the City based on size and nature of the development. Water rights transfers for meters larger than 3" and for commercial uses will be determined at the time a building permit is issued.

In addition to dedicating to the City all necessary water rights and appurtenances, applicants will be required to compensate the City for any fees that may be charged by third parties in relation to said transfers.

2.3 WATER METER FEES

	<u>Size</u>	<u>Fee</u>
Meters	¾"	\$500.00
	All others	\$500.00 plus difference in the cost of the meter

2.4.1 WATER BASE CHARGE

The Water Base Charge is charged on all units receiving water service in Francis City. All accessory type units or apartments are required to be on separate meters.

<u>Meter Size</u>	<u>Monthly Base Allowed Gallons</u>		<u>ERU (Equivalent Residential Unit)</u>
¾"	\$30	15,000	1
1"	\$60.00	30,000	1.67
1 ½"	\$120.00	60,000	3.33
2"	\$180.00	90,000	5.33
3"	\$360.00	180,000	11.67
4"	\$900.00	450,000	33.33
6"	\$1920.00	960,000	66.67

All others---Charge based on equivalent ERU

Overage

1---5,000 gallons	\$1.00/kg per 1,000 gallons
5,001---15,000 gallons	\$1.25/kg per 1,000 gallons
15,001---35,000 gallons	\$2.50/kg per 1,000 gallons
Over---35,001 gallons	\$4.00/kg per 1,000 gallons

~~Construction Meter Base monthly charge---Construction water will be charged at the rate of \$2.00 per 1,000 gallons.~~

An illegal connection fee of \$500.00 plus the base charge for water and sewer will be charged from the time the building permit was issued.

2.4.2 WATER CONSERVATION/OVERAGE RATES

All water delivered through each meter serving customers more than 15,000 gallons per meter per month during the summer months shall be billed at the following rates:

Standard Overage:	15,001---20,000 gallons----	\$1.00 per 1,000 gallons
	20,001---30,000 gallons----	\$1.25 per 1,000 gallons
	30,001---50,000 gallons----	\$2.50 per 1,000 gallons
	50,001 gallons and above	\$4.00 per 1,000 gallons

2.5 WATER VIOLATION, RE-CONNECTION FEES AND PENALTIES

\$50.00 first violation
\$100.00 second violation
\$200.00 third violation and subsequent violations (deposit may be required prior to re-connection)
\$50.00 re-connection charge

\$25.00---meter concealment charge per month for each month that a water meter and/or cover is buried or concealed by soil, vegetation, or debris by the owner. If Francis City acts to expose the meter for access, the property owner shall be billed any costs associated. Francis City shall not be responsible for any damage or the replacement of any landscaping. The compliance period for said action shall be a minimum of 14 days, except for bona fide emergency work.

2.6 TEMPORARY TURN ON FOR WATER SERVICE

If water service which has been shut off is turned on temporarily for home inspection or other reason, Francis City will charge a \$50.00 temporary turn on fee.

2.7 LATE FEES, SHUT OFF NOTICE FEES, RETURN CHECK FEE, INTEREST

Shut off notice if door notice is posted	\$25.00
Return check fee	\$25.00

Interest on late balance shall be accrued at 1.5% per month.

Note: If 2 or more checks are returned unpaid, all future payments may be required either in cash or money order.

2.8 EXTENSION OF WATER SERVICES POLICY

Any project, applicant, or developer, whether an individual unit or multiple unit or subdivision, that requires connection to the City water system, shall be required to pay all the costs of any extensions or facilities necessary to achieve a connection that meets the City Council's standards or specifications in place at the time. This may include not only the capital cost of the project, but any City costs associated with plan approval, engineering, and inspection work exclusive to the extension.

The City may specify an extension of a higher capacity, or of additional appurtenances that are required for the development to service potential future users beyond the present extension. The extra capacity cost shall be paid for by the City in this instance, and an aid to construction agreement may be entered by both parties to establish the joint extension responsibilities.

Any extension parties, whether the City applicant or developer, or a combination, may enter into an extension agreement that shall be filed with the City Clerk setting forth cost recovery procedures for the users connecting to the extension part of the system in the future. The agreement will outline a formula to be used for calculation of the future contributions to the extension and shall specify that the fees must be paid to the original party(s) of the extension before building permits are issued to any new connector. Future extensions beyond the current extension are not eligible for cost recovery, only connections on to the line itself. The recovery period to the original party(s) may not exceed ten (10) years and is to be pro-rated to the future connectors in an equitable manner detailed in the extension agreement. The agreement may establish refunding of the costs of the extension not only to the original applicant or developer, but also to any other parties that have paid into the extension within the ten-year period.

The City must be held harmless and indemnified from any claims arising out of any disputes between parties regarding application of and recovery of any cost associated with the agreement, or disputes as the interpretation or application thereof.

After final inspection of the improvements or extension(s), the applicant or developer must provide title and easements to the systems, free and clear of any encumbrances to the City, to be operated as a public system by the City. A one-year warranty will be required on the system from the date of acceptance.

SECTION 3 SEWER FEES

3.1 SEWER IMPACT FEES \$2,223.00

This fee is used to help pay for the City impact of the development of public sewer infrastructures and capital improvements necessary to benefit the user that may have been paid for in whole or in part by existing residents of the City. This fee is due with the building permit fee(s), or in some cases, when in the opinion of the City Council the fees will be needed for immediate off-site improvement to serve the development. The fees may be required to be paid in total before the final plat is signed by the Mayor (or as otherwise stipulated by development agreement).

Impact fees are assessed in accordance with the adopted Impact Fee Analysis.

3.2 MONTHLY SEWER FEES

Sewer rate of \$63.00 per Equivalent Residential Unit @ ERU.

The monthly sewer fee is charged on all units receiving sewer service in Francis City. All accessory type units or apartments on a common sewer service must be approved in advance by the City Council on new construction or new rentals/conversions.

~~Construction Sewer connection base monthly charge: \$20.00~~

3.4 EXTENSION OF SEWER SERVICES POLICY

Any project, applicant, or developer, whether an individual unit, multiple unit or subdivision that requires connection to the City Sewer system, shall be required to pay all the costs of any extensions or facilities necessary to achieve a connection that meets the City Council's standards or specifications in place at the time. This may include not only the capital costs of the project, but any City costs associated with plan approval, engineering, and inspection work, and exclusive to the extension.

The City may specify an extension of a higher capacity, or of additional appurtenances that are required for the development to service potential future users beyond the present extension. The extra capacity cost shall be paid for by the City in this instance, and an aid to construction agreement may be entered by both parties to establish joint extension responsibilities.

Any extension parties, whether the City, applicant, developer, or a combination of the two, may enter into an extension agreement that shall be filed with the City Clerk setting forth cost recover procedures for users connecting to the extension part of the system in the future. The agreement will outline a formula to be used for calculation of the future contributions to the extension and shall specify that the fees must be paid to the original party(s) of the extension before building permits are issued to any new connectors. Future extensions beyond the current extension are not eligible for cost recovery, only connections onto the line itself. The recovery period to the original party(s) may not exceed ten (10) years and is to be pro-rated to the future connectors in an equitable manner detailed in the extension agreement. The agreement may establish refunding of the costs of the extension not only to the original applicant or developer, but also to any other parties that have paid into the extension within the ten-year period.

The City must be held harmless and indemnified from any claims arising out of any disputes between parties regarding application of and recover of any costs associated with the agreement, or disputes as to the interpretation or application thereof.

After final inspection of the improvement or extensions(s), the applicant or developer must provide title and easements to the systems, free and clear of any encumbrances to the City, to be operated as a public system by the City. A one-year warranty will be required on the system from the date of acceptance.

SECTION 4 PARK IMPACT FEE

4.1 PARK IMPACT FEE \$437.00

SECTION 5 ROAD IMPACT FEE

5.0 ROAD IMPACT FEE \$1,547.00

SECTION 6 BUSINESS LICENSE, BEER, AND LIQUOR LICENSE

Business License	\$60.00 per year
Home Occupation fee (business impact is greater than normal residential use)	\$40.00 per year
Administrative/Application fee	\$25.00 per year
Beer and/or Liquor License fee	\$100.00 per year
Dwelling Rental Unit fee	\$10.00 per unit per year
Commercial Warehouse/Storage Facility Rental fee	\$.06 per square foot of building per year
Motion Picture Production fee (See 7.4 and 7.41 to make sure all fees charged)	\$500.00 per production or event

Special Event Permit Application \$100.00

If any special event requires a City staff support person to be present, the cost of the service will be billed at \$85 for Public Works and Administration, per hour, per staff person with a 4-hour minimum.

Note: All licenses may require other planning department fees and/or permits.

SECTION 7 UNIQUE CONDITIONAL USES

Mines, Sand, Gravel, and Earth Products Pit Operation Fee:

Standard Sites:

<u>Maximum Annual Truck Loads</u>	<u>Annual Fee</u>
1---49	\$1,000.00
50---99	\$2,000.00
100---249	\$5,000.00
250---499	\$10,000.00
500---999	\$20,000.00
1,000 and Over	\$50,000.00

Stockpile-Only sites:

<u>Maximum Annual Truck Loads</u>	<u>Annual Fee</u>
1---49	\$500.00
50---99	\$1,000.00
100---249	\$2,500.00
250---499	\$5,000.00
500---999	\$10,000.00

1,000 and Over \$25,000.00

For purposes of this section, a truck load is defined as a vehicle having the capacity to haul two (2) tons or more of sand, gravel, dirt, or rock entering or leaving the site while loaded with any amount of sand, gravel, dirt, or rock. The applicable fee as set forth in this section shall be determined and established in the applicant's conditional use permit and shall remain in effect for the duration of the permit. Fees are due on January 1 of each year and are non-refundable. Fees may be prorated for first year of operation. The City Council hereby finds that Mines, Sand, Gravel, and Earth Products Operations cause disproportionate costs of municipal services, which may include costs for public utilities, police, fire, storm water runoff, traffic control, parking, transportation, road construction and maintenance, beautification and/or snow removal. The City Council further finds that the amount of the fees contained in this section are reasonably related to the disproportionate costs to use all reasonable and necessary means to enforce and verify the fee amounts set forth herein. Permit holders shall report load counts annually to the City. The City may at any time during the year require a permit holder to supply load counts to date for purposes of verification and enforcement under this section.

SECTION 8 PEDDLERS, SOLICITORS, AND OTHER LICENSING

8.1 SOLICITERS \$60.00 annually for each person licensed as a solicitor.

8.2 OUTDOOR SALES (SEASONAL PLANTS, CHRISTMAS TREES, PRODUCE, ETC.)

\$60.00 annually for seasonal plants and produce.

\$60.00 annually for Christmas tree lots. (For 30 days ending December 25th.)

SECTION 9 RENTAL OF CITY FACILITIES

9.1 CITY PARK BUILDING

Francis City resident usage per day, or any fractional part thereof	\$50.00 per day
Kamas Valley resident usage per day, or any fractional part thereof	\$100.00 per day
Non-Kamas Valley resident usage	\$150.00 per day
Cleaning Deposit Francis City/ Kamas Valley residents	\$200.00
Cleaning Deposit outside of Kamas Valley	\$400.00

9.2 CITY PARK GROUNDS

Arena Bowery and restroom usage per day or any fractional part thereof:

City resident	\$25.00
Non-resident	\$50.00
Special Events Park Rental	\$350.00 per day
Athletic Field	\$100.00 per day per field tournament play \$25.00 per single game on single day per field

Cleaning Deposit (refundable if area is clean when finished) \$250.00

9.3 ARENA

Arena rental	\$200.00 per day or any fractional part thereof
Maintenance fee per day to work and water arena	\$100.00
After 5:00 p.m. an additional fee will be charged per hour thereafter	\$25.00
Cleaning Deposit (refundable if facility is clean when finished)	\$250.00

9.4 MOVIE PRODUCTION RENTAL OF CITY FACILITIES

Rental per day of any City facility or property for movie production or support: \$1,000.00/facility or property.

Use of any City owned facility or property requires a \$5,000.00 cash deposit that is refundable upon return of City property or facilities in good operation and condition.

Note: If any rental of a City Facility requires a City staff or support person to be present, the cost of service will be billed at a \$80.00 per hour per staff person.

9.4.1 MOTION PICTURE PRODUCTION

All motion picture or commercial filming operation in Francis City must obtain Council approval and pay a license fee of \$500.00 per production or event. Note: All licenses may require other planning department fees and/or permits.

9.5 FEE REDUCTION OR WAIVERS

Use of facilities for non-profit, public service clubs or organizations, or special fundraising events may have all or part of their associated rental fees waived by the City.

SECTION 10 GRAMA (Governments Records Access and Management Act Fees)

10.1 COPIES

Copies made at facility \$.50 per page, double sided charged as two pages.

10.2 COPIES IN EXCESS OF 50 PAGES

Outside copy facilities: for requests for copies more than 50 pages, the City reserves the right to send the documents out to be copied and the requester shall pay the actual cost to copy the documents, including any fee charged for mileage or pick-up and delivery of the documents.

10.3 COMPILING DOCUMENTS

A governmental entity may charge a reasonable fee to cover the governmental entity's actual cost of providing a record. Staff time must be based on the salary of the lowest paid employee with the necessary skill and training to fulfill the request, and there can be no charge for the first quarter hour of staff time.

SECTION 11 EFFECTIVE DATE

THIS ORDINANCE shall be effective upon posting, as permitted by the terms of Section 10-3-712 of the Utah Code.

Aye

Nay

Mayor Forman

Councilmember Fryer

Councilmember Hunter

Councilmember Query

Councilmember Summers

APPROVED:

ATTEST:

Mayor Jeremie Forman

City Recorder Suzanne Gillett

City Seal



AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of March, 2023, by and between Francis City, a political subdivision of the State of Utah, hereinafter referred to as the "City," and Ivory Homes, a Utah _____ corporation, hereinafter referred to as "Ivory."

WITNESSETH:

WHEREAS, Ivory applied for building permits for new homes as more particularly outlined on Exhibit A of this Agreement; and

WHEREAS, Ivory did not begin building on those lots identified on Exhibit A; and

WHEREAS, the City of Francis incurred costs associated with the building permit and plan review process; and

WHEREAS, Ivory requested a refund for those funds paid to Francis City, consisting of the amounts described on Exhibit A; and

WHEREAS, the City of Francis does not have a codified process allowing staff to refund the fees; and

WHEREAS, the City desires to work with Ivory on this matter and proposes that the fees be refunded; and

WHEREAS, the Francis City Council met and voted on this transaction on March 9, 2023, and approved this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Cooperation. Each of the parties hereto agrees to cooperate with the other in accomplishing the objectives and purposes set forth in this Agreement.
2. Refund. Within 30 days of receipt of this fully executed Agreement by all parties, and approved by the Francis City Council, the City will issue a refund of \$103,537.57 consisting of the amount paid by Ivory, less the application fees and the plan check fees already expended and paid to contract consultants by Francis City.
3. Acknowledgment. Ivory acknowledges that the existing approved building permits are cancelled and Ivory must reapply and pay the full fees, then existing, when/if Ivory builds on the lots specified in Exhibit A.
4. Waiver. Ivory waives any and all claims against Francis City arising from the payment of these fees and the City's issuance of the now cancelled building permits.



5. Notices. Any notice required or desired to be given pursuant to this Agreement shall be delivered personally or mailed by certified mail, return receipt requested, postage pre-paid, to the parties as follows:

City: City of Francis
Attn: Mayor
2317 Spring Hill Road
Francis, UT 84036

Ivory: Ivory

Notice shall be deemed given, for purposes of this Agreement, upon personal delivery, or when deposited in the U.S. Mail as provided herein. The District and City may change their addresses at any time by notice given as required above.

6. Default. In the event either party hereto defaults on any of the covenants and agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

7. Time. It is agreed that time is of the essence of this Agreement.

8. Attorney's Fee and Costs. If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

9. Entire Agreement. This Agreement, with any Exhibits incorporated by reference, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of that agreement. This Agreement supersedes all prior or contemporaneous negotiations, discussions and understandings, whether oral or written or otherwise, all of which are of no further effect. This Agreement may not be changed, modified, or supplemented except in writing, signed by the parties hereto.

10. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors in interest and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

11. Third Parties. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

12. Severability. If any portion of this Agreement is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, such invalidity or unenforceability shall not



affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

13. No Presumption. Each of the parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption, or other rule of construction against the party causing the Agreement to be drafted.

14. Authority of the Signers. The persons executing this Agreement on behalf of the District and City respectively, warrant their authority to do so and to bind the District or the City as the case may be.

15. Headings. The headings used in this Agreement are for convenience of reference only and shall not affect the construction of any portion of this Agreement.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

17. Amendment. This Agreement may only be amended or modified in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

“Francis City”

ATTEST:

Clerk

By: _____
Jeremie Forman, Mayor

“Ivory _____”

By: _____
Its: _____



CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the ____ day of March, 2023, personally appeared before me Jeremie Forman, who being duly sworn, did say that he is the Mayor of **FRANCIS CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said **Mayor** acknowledged to me that the City executed the same.

Notary Public

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

[CORPORATE] On the ____ day of March, 2023, personally appeared before me _____ who being by me duly sworn did say that _____ is the _____ of _____, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and they acknowledged to me that said corporation executed the same.

[LLC] On the ____ day of March, 2023, personally appeared before me _____ who being by me duly sworn did say that _____ is the manager of _____, **L.L.C.**, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

Notary Public



FRANCIS, UTAH

RESOLUTION NO. 2023-03

**A RESOLUTION OF THE FRANCIS CITY COUNCIL APPROVING A
PARTIAL REFUND OF BUILDING PERMIT FEES TO IVORY HOMES**

WHEREAS, Ivory Homes was unable to begin construction on issued building permits referenced in Exhibit A; and

WHEREAS, Ivory requested refunds from the funds paid for those building permits; and

WHEREAS, the City considered the request and conducted a thorough review of applicable law regarding the matter; and

WHEREAS, the City has proposed an acknowledgement and waiver containing conditions on which the City will issue a partial refund; and

WHEREAS, the City Council now desires to approve those certain refunds as outlined on Exhibit A;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FRANCIS CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. **Approval.** Those certain refunds, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved by the City Council of the City of Francis. City staff are hereby directed to take all steps necessary to process said refunds.

Section 2. **Severability.** If any section, part, or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF FRANCIS CITY, STATE OF UTAH, THIS ____ DAY OF MARCH 2023.

FRANCIS CITY

ATTEST:

City Recorder Suzanne Gillett

By: _____
Mayor Jeremie Forman

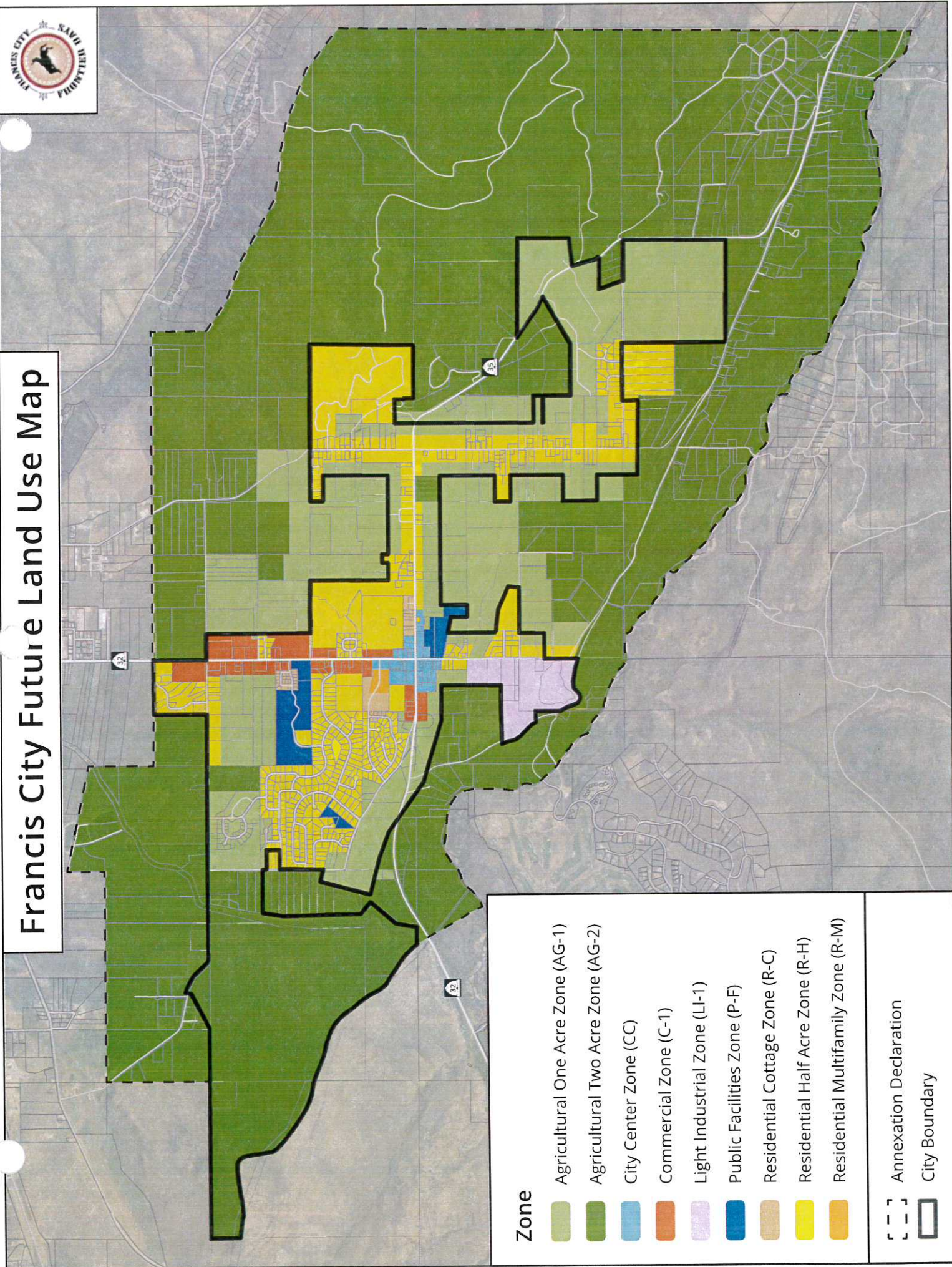


Exhibit A:

Lot	Permit #	App Fee and Deposit	Permit Fee	Plan Check	Impact, Hookup, and Bond	Total Paid	Total Potential Refund
101	FRA-22049	\$225	\$4,966.44	\$1,899.95	\$10,966	\$16,157.44	\$14,032.49
105	FRA-22047	\$225	\$5,525.39	\$2,085.85	\$10,966	\$16,716.39	\$14,405.54
215	FRA-22041	\$225	\$6,232.14	\$2,364.70	\$10,966	\$17,423.14	\$14,833.44
216	FRA-22046	\$225	\$7,349.03	\$2,779.40	\$10,966	\$18,540.03	\$15,535.63
223	FRA-22043	\$225	\$7,017.71	\$2,625.68	\$10,966	\$18,208.71	\$15,358.03
405	FRA-22048	\$225	\$7,002.87	\$2,654.28	\$10,966	\$18,193.87	\$15,314.59
406	FRA-22044	\$225	\$4,991.80	\$1,899.95	\$10,966	\$16,182.80	\$14,057.85



Francis City Future Land Use Map



Zone

- Agricultural One Acre Zone (AG-1)
- Agricultural Two Acre Zone (AG-2)
- City Center Zone (CC)
- Commercial Zone (C-1)
- Light Industrial Zone (LI-1)
- Public Facilities Zone (P-F)
- Residential Cottage Zone (R-C)
- Residential Half Acre Zone (R-H)
- Residential Multifamily Zone (R-M)

- Annexation Declaration
- City Boundary