

**REGULAR MEETING AGENDA OF THE  
CITY COUNCIL OF LAYTON, UTAH**

PUBLIC NOTICE is hereby given that the City Council of Layton, Utah, will hold a regular public meeting in the Council Chambers in the City Center Building, 437 North Wasatch Drive, Layton, Utah, commencing at **7:00 PM on October 2, 2014.**

**AGENDA ITEMS:**

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

A. Minutes of Layton City Council Joint Planning Commission Work Meeting - September 4, 2014

**2. MUNICIPAL EVENT ANNOUNCEMENTS:**

**3. CITIZEN COMMENTS:**

**4. VERBAL PETITIONS AND PRESENTATIONS:**

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

A. Appoint Debbie Comstock, Steve Crago and Milton S. Herring, II to Serve as Regular Members of the Parks and Recreation Commission - Reappoint Brigit Gerrard, Bill Johnson, Sara Beckstead, Rick Brady and Don Wilhelm to Serve as Regular Members of the Parks and Recreation Commission - Resolution 14-63

B. Consent Agreement between Layton City and Zions First National Bank for the Collateral Assignment of the Agreement for the Development of Land between Layton City and Legacy Cottages of Layton, LLC, Dated October 4, 2012 – Resolution 14-66

C. Final Plat – The Villas at Harmony Place PRUD Phases 4, 5, and 6 – Approximately 525 South 2500 West

D. Local Government Understanding and Agreement with Wasatch Front Regional Council (WFRC) for the Provision of Consulting Services with Envision Utah for the Growth Scenarios and Visioning Project - Resolution 14-67

**6. PUBLIC HEARINGS:**

**7. PLANNING COMMISSION RECOMMENDATIONS:**

**8. NEW BUSINESS:**

**9. UNFINISHED BUSINESS:**

**10. SPECIAL REPORTS:**

**ADJOURN:**

Notice is hereby given that:

- No Work Meeting will be held.
- In the event of an absence of a full quorum, agenda items will be continued to the next regularly scheduled meeting.
- This meeting may involve the use of electronic communications for some of the members of this public body. The anchor location for the meeting shall be the Layton City Council Chambers, 437 North Wasatch Drive, Layton City. Members at remote locations may be connected to the meeting telephonically.
- By motion of the Layton City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed meeting for any of the purposes identified in that chapter.

**Date:** \_\_\_\_\_ **By:** \_\_\_\_\_  
Thieda Wellman, City Recorder

LAYTON CITY does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify Layton City eight or more hours in advance of the meeting. Please contact Kiley Day at 437 North Wasatch Drive, Layton, Utah 84041, 801.336.3825 or 801.336.3820.

## **Citizen Comment Guidelines**

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

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

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

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

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

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

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

Thank you.

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## **MINUTES OF LAYTON CITY COUNCIL JOINT PLANNING COMMISSION WORK MEETING**

**SEPTEMBER 4, 2014; 5: P.M.**

### **MAYOR AND COUNCILMEMBERS PRESENT:**

**MAYOR BOB STEVENSON, JOYCE BROWN,  
TOM DAY, JORY FRANCIS, SCOTT FREITAG  
AND JOY PETRO**

### **PLANNING COMMISSION MEMBERS PRESENT:**

**DAWN FITZPATRICK, DAVE WEAVER, ROBERT  
VANDRUNEN, GERALD GILBERT, WYNN  
HANSEN, BRETT NILSSON AND BRIAN BODILY**

### **STAFF PRESENT:**

**ALEX JENSEN, GARY CRANE, KENT  
ANDERSEN, JAMES (WOODY) WOODRUFF,  
TORI CAMPBELL AND THIEDA WELLMAN**

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

Mayor Stevenson opened the meeting and turned the time over to Staff.

### **AGENDA:**

#### **FINANCIAL UPDATE**

This item was not discussed.

#### **TRANSPORTATION MASTER PLAN UPDATE**

James “Woody” Woodruff, City Engineer, introduced Steven Lord from Horrocks Engineering. Woody said this was a follow-up discussion about a couple of issues, including 2200 West from Antelope Drive to Hill Field Road. He displayed a conceptual map of the City roadways and future connectivity. Woody indicated that the major east/west corridors were Antelope Drive, which was a five-lane 100-foot cross section; Gordon Avenue, which was an 84-foot cross section; and West Hill Field Road, which was a 100-foot cross section that ran from I-15 and would eventually connect into Bluff Ridge Blvd. He said a portion of Bluff Ridge Blvd. had been built and the intent into the future was for that road to also have connectivity from Antelope Drive to the Layton Parkway.

**Councilmember Freitag arrived at 5:41 p.m.**

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Woody said the City had tried to develop a grid system on the west side. He said the grid system helped facilitate the flow of traffic. Woody said in the original plan, 2700 West was shown from west Gentile Street to west Hill Field Road. Woody said tonight alternatives would be discussed.

Woody said the flow of traffic was typically from collector streets to arterial streets and then to highways. He said there needed to be connectivity with the future West Davis Corridor. Woody indicated that the map showed connectivity from a future interchange at 2700 West up to west Hill Field Road. He said there were alternatives other than 2700 West to be able to move north to south in the City.

Mayor Stevenson asked a few questions regarding the streets that ran through to Antelope Drive, including Bluff Ridge Blvd. He asked if there were agreements in place with Clearfield to protect that corridor.

Woody said Staff had met earlier today with Clearfield about other connectivity issues in the City. He said there would be a follow up meeting with Clearfield relative to the Master Plan and road connectivity. Woody said Staff would love to have Council involved in that discussion.

Alex Jensen, City Manager, asked Woody to give examples of a road with an 84-foot cross section.

Woody said Layton Parkway was an 84-foot cross section and was currently a three-lane cross section, but it had the potential to be a five-lane cross section. He said based on traffic volume, Staff didn't anticipate that need for some period of time. Woody said west Hill Field Road was a five-lane cross section. He turned the time over to Steven Lord with Horrocks Engineering.

Steven Lord said the discussion today would focus on 2200 West.

Councilmember Day asked if the West Davis Corridor interchange at 2700 West was set in stone.

Mr. Lord said he understood that it was set in stone unless UDOT decided that it wasn't. He said there was a potential that it could move, but at this point without some real political pressure, he didn't think that it would happen. Mr. Lord said he felt that UDOT was happy with the interchange at 2700 West and they would not be looking to change that.

Mr. Lord said they were ready to go to the public meeting phase of this project. He said they wanted to get Council feedback on what they wanted on the map presented to the public, specifically with 2200

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West.

Mr. Lord said they had divided 2200 West into two sections; north from west Hill Field Road to Antelope Drive and south from west Hill Field Road to the West Davis Corridor. He indicated that the Council had been given copies of the maps being presented. Mr. Lord displayed four alternatives for the northern portion of 2200 West. He said from the travel demand model and their projections, the road would be very close to needing a five-lane section in 2040, but it was a little gray. Mr. Lord said if traffic projections were a little lower than expected then a three-lane section would be okay; if it was a little higher than expected then there would be no question that it would need to go to a five-lane cross section.

Mr. Lord displayed a map of the area and the homes that would be impacted if the road was increased to a standard 100-foot five-lane cross section with the center line of the street remaining where it was currently located. He displayed a map of a 100-foot cross section with the center line being shifted to the east, which would impact fewer homes.

Woody asked Mr. Lord to explain why they had selected the east side.

Mr. Lord said they selected the east side because there was less impact. He said the homes on the west side were all backyards; the homes on the east side were driveways. Mr. Lord said if the road went to five lanes it would be a high capacity road with high speeds. He said they didn't want people backing out of their driveways into a five-lane street. Mr. Lord said it made sense that if one side was going to be taken, the driveways should be eliminated.

Mr. Lord displayed a map with a modified version of a five-lane cross section. He indicated that they narrowed the cross section as much as possible with still allowing for five lanes. Mr. Lord said they found that an 88-foot right of way versus a 100-foot right of way didn't save very many properties. He displayed drawings of the three different cross sections and discussed the differences.

Mr. Lord said the Council needed to decide if on the map presented to the public, should 2200 West be shown as a three-lane 66-foot cross section, or should it be shown as a five-lane cross section with the center line down the middle or to the east. Mr. Lord said his recommendation was that today they stay with a 66-foot three-lane cross section and don't put the five-lane cross section on the map. He said the reason for doing that was because of the gray area. Mr. Lord said he was fairly good at his job, but he would not bet anyone that his numbers were absolutely accurate and perfect. He said he couldn't say exactly what trends would do over the next 25 years.

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Commissioner Hansen said Mr. Lord had indicated that there really wasn't much difference in the property takes over 88 feet and 100 feet. He asked what the difference would be between 66 feet and 100 feet.

Mr. Lord said there would be no property taken if the road stayed at 66 feet.

Councilmember Brown said in something she read, it indicated that the road could be left as it was but still leave an option for corridor preservation so that it could be widened in the future.

Mr. Lord said that was part of his recommendation. He said if the entire corridor was designated as a corridor preservation area, which would tell the public that there was a possibility that the road would be widened in the future, it would allow the City to tap into state and federal corridor preservation funds. Mr. Lord said if someone decided to move, the City could purchase the property using corridor preservation funds.

Councilmember Brown asked if they would have to specify which option they were going with.

Mr. Lord said not specifically; what was currently done would be sufficient.

Mayor Stevenson said relative to the gray area; if it was 2040 would those that lived on 2200 West think it was a pain and should be widened.

Mr. Lord said yes. He said there would be 11,000 to 12,000 cars a day on the road, which was a lot of cars.

Councilmember Francis asked how declaring this a corridor preservation would impact existing homes; would it diminish property values.

Mr. Lord said yes, absolutely.

Alex asked what the current traffic counts were on Gentile. He said he understood that the corridor preservation funds could only be used on a state road; he didn't know cities had access to those funds.

Mr. Lord said counts on Gentile Street were 11,600. He said corridor preservation funds could be used on a classified road; it didn't have to be a state road.

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Woody said the City would have to classify the road with the Wasatch Regional Council as an arterial or collector street.

Mr. Lord said if it wasn't currently on the classification map, part of the recommendation of the Master Transportation Plan would be to get it on the classification map.

Gary Crane, City Attorney, said he wouldn't bank on getting money from the corridor preservation fund. He said there were many, many projects ahead of small city projects for those funds.

Alex said with counts on Gentile Street at 11,600, eventually 2200 West may carry a little more traffic than what was currently on Gentile Street.

Mr. Lord said he certainly wouldn't want his driveway on that street.

Woody said there were streets in the City, other than Gentile Street, where there were close to 12,000 cars a day. He said he supported the study, but he felt that it should be watched and monitored. Woody said he didn't think the City should go to a corridor preservation fund. He said he thought the City should watch it for the next few years, and when the Master Plan was next updated, reevaluate the situation. Woody said there could be a risk that properties along the corridor would continue to develop, but he didn't think it was worth going to a five-lane cross section at this point.

Woody said traffic patterns changed over time. He said when the West Davis Corridor was developed, Gentile Street would see a reduction in traffic. Woody said there had already been a reduction in traffic on Gentile Street as a result of the development of Layton Parkway. He said Staff would continue to monitor and watch traffic very closely.

Councilmember Freitag asked how many more potential development properties were there along 2200 West; it seemed to him that there weren't very many.

Woody said there weren't very many. He said there were two or three properties on the west side north of Gordon Avenue, and on the west side across from the Golf Course.

Councilmember Freitag asked Woody if he would suggest that the risk of preserving the corridor at this point, and the potential loss of property value, was not worth the risk of having two or three properties develop in the next few years.

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Woody said yes; the impact overall of 2200 West would be substantial. He said the City could address each property as it came in for development.

Alex said the impact of a 100-foot right of way from the center line on 2200 West would be 70 homes; the shift east was 42 to 43 homes. He said there would be a significant reverberation through the community when talking about taking 70 homes along a mile section of road. Alex said that was something Staff looked at; what was the proper balance.

Commissioner Hansen asked what the assumption had been when considering taking 2200 West from three lanes to five lanes north of Hill Field Road.

Mr. Lord said there were a lot of assumptions.

Commissioner Hansen asked if they were trying to move traffic north, south or both.

Mr. Lord replied both. He said 2200 West was the only street that was continuous north and south. Mr. Lord said traffic would want to go there because it was a straight shot. He said with the connection to the West Davis Corridor, it became more important as people avoided I-15.

Commissioner Hansen indicated that it made more sense to direct the traffic to Layton Parkway so that it was not making Hill Field Road and Antelope Drive more congested.

Woody said Antelope Drive was currently being restriped and widened to allow for three lanes in each direction. Also, the new interchange on Hill Field Road would make a tremendous positive improvement to that intersection. He mentioned the new overpass that would be located between Hill Field Road and Antelope Drive at approximately 1250 North, which would allow for additional east/west travel over I-15.

Commissioner Hansen asked if the study showed that traffic on the west side of the City was moving east to be able to go south not north.

Mr. Lord said yes; most traffic was trying to move south.

Commission Hansen said it made more sense to move traffic more south than north, and connect with Layton Parkway to continue southbound. He said traffic would not go north in order to go south.

In response to Commissioner Hansen's remarks, Councilmember Brown said the Council had asked

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Horrocks Engineering to look further at 2200 West because when they first presented the information to the Council they had only considered it as a three lane road going north. She said the Council wanted additional information about widening 2200 West because of the projected traffic numbers.

Councilmember Brown said as far as she understood, the West Davis Corridor would be similar to Legacy with limited access. She said there was no way Layton would get two accesses, especially not at 2200 West and 2700 West; the City was fortunate to be getting one access because there were some cities that were getting none.

Mr. Lord said it may not be completely closed whether the interchange could be at 2200 West instead of 2700 West; the question of two accesses was completely closed. There would not be two interchanges.

Councilmember Petro said the direction given at the last meeting was to look at 2200 West being the connection to the West Davis Corridor and making it a five-lane road.

Mr. Lord said there was a little discussion last time about the impacts of moving the interchange to 2200 West. He said UDOT was making the decisions on the West Davis Corridor, and the City could influence that, but based on the preferred alternative as it stood today, the interchange would be at 2700 West.

Commissioner Hansen said it would be prudent for the City to preserve the 100-foot right of way along 2200 West, regardless of what UDOT decided about the interchange.

Mr. Lord displayed a conceptual map of traffic flows based on the interchange at 2700 West.

Councilmember Petro asked why Mr. Lord was taking that approach if the direction he was given was to look at 2200 West.

Councilmember Brown said because that was where the interchange was currently located on the West Davis Corridor.

Mr. Lord said he was asked to evaluate 2200 West as the arterial, but he thought the discussion had been 2700 West as the interchange, because that was UDOT's preferred alternative.

Councilmember Petro said she thought the Council was pretty clear on 2200 West.

Councilmember Brown said the discussion had been on 2200 West coming down, but they knew that

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2700 West was the connection. She said the discussion was how to move traffic from 2700 West to 2200 West once it was off the interchange at 2700 West.

Councilmember Petro said she didn't see where this was accomplishing anything the Council wanted.

Woody suggested that Mr. Lord review the impacts.

Mr. Lord presented three different options with getting traffic from the interchange area on 2700 West to 2200 West. There was discussion about the impact of the power line corridor on alignment.

Woody explained the importance of being able to move traffic to an arterial and then to the interchange.

Council and Staff discussed Bluff Ridge Blvd.

Councilmember Freitag said he hadn't heard anyone argue to keep 2700 West as the major arterial and not 2200 West.

Councilmember Petro said that was correct.

Commissioner Weaver said they needed to consider the number of homes that would be affected on 2200 West versus 2700 West.

Councilmember Freitag said he didn't think there were any along 2700 West.

Mr. Lord said there were very few.

Woody said there would be 19 homes impacted south of west Hill Field Road on 2700 West. He said he didn't know if the road could be designed to preserve those homes or not.

Mayor Stevenson asked Mr. Lord what he would do if he had the choice of where the interchange would go if there were no impacts to the area.

Mr. Lord said he would definitely put it at 2200 West because it would be a straight shot north and south. He said if there was nothing developed in the area he would put it at 2700 North because he could make it a straight shot as well. Mr. Lord said spacing between the proposed interchanges on the West Davis Corridor was better with the interchange at 2700 West.

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Mayor Stevenson said dealing with traffic basically moving southward and the impacts to homes on 2200 West, what would be his opinion with running two lanes to the south and one lane to the north.

Mr. Lord said there was the opposite problem with the reverse commute; in the evening traffic would be moving north.

Mayor Stevenson said with the reverse commute traffic could come north on I-15; usually getting off the interstate was easier than getting on.

Mr. Lord said in his experience unbalanced lanes rarely worked. He said they generally caused more problems than they solved. Mr. Lord said flexible lanes were a different question. He said typically infrastructure costs on a flexible lane, and operational costs, would be wasted on a three-lane road. Mr. Lord said he couldn't think of any application where he would suggest flexible lanes on this small of a road.

Mayor Stevenson asked Woody what the depth was of the lots along 2200 West where the homes would be lost to widening. He mentioned when Gordon Avenue was widened and the office buildings that were built in that area.

Woody said the lots appeared to be 120 to 130 feet deep.

Mayor Stevenson said it appeared that they would be deep enough to allow for some type of building.

Alex Jensen suggested that dentist's offices could be built in that area.

Councilmember Day asked if the City had talked to UDOT about changing the intersection to 2200 West.

Woody said Staff had talked to them briefly, but they had issues with the closeness to the interchange at 200 North in Kaysville. He said they were moving forward with the interchange at 2700 West because that was where it had been located in the City's Master Plan for a number of years. Woody said Staff had not done a full court press on that with UDOT yet. He suggested that the Council closely consider the impacts of widening 2200 West.

Mr. Lord reviewed impacts along 2200 West, including impacts to subdivisions that were not built but that had been through the platting process.

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Woody identified the Evergreen Farms subdivision on a map and indicated that three homes had already been built along 2200 West.

Commissioner Fitzgerald said the Planning Commission tried to not have those homes have access on 2200 West.

Woody said with Harmony Villas two lots would be impacted and the church site north of Harmony Villas would be impacted.

Mayor Stevenson said those wouldn't be impacted if the road was moved to the east in that area.

Woody said there were high transmission power lines in the area.

Mayor Stevenson said the lines were further north.

Mr. Lord said they tried to adjust the alignment a little to minimize impacts, but there would be impacts. He said it was difficult to judge the impacts. Mr. Lord said assuming that the interchange stayed at 2700 West, the other issue would be the distance between the interchange and Layton Parkway, and accommodating the amount of turning traffic there would be travelling to 2200 West. He said vehicles coming off of the West Davis Corridor would want to turn right onto the Parkway; all of that right turning traffic would not be accommodated in that short of a distance.

Councilmember Petro asked what the distance would be between the West Davis Corridor and Layton Parkway.

Woody replied that it was 300 to 400 feet.

Woody said as an overview, there were currently 19 homes that accessed 2200 West from Hill Field Road down to Layton Parkway, and there were a few new ones already platted. He said there were currently no homes on 2700 West. Woody said the cost to rebuild 2200 West and improve utilities would be much more expensive than building 2700 West; 2700 West was raw ground.

Alex Jensen said the City would be wise to look broader than trying to move traffic from north to south. He said land uses had to be considered. Alex said sometimes roads were built to accommodate what was already happening, but roads could also be built to cause things to happen. He said traffic could be pushed

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to where the City wanted it to be.

Alex said when the City started talking with UDOT, the City didn't even have an interchange off of the West Davis Corridor; the City had to push UDOT to put in a connection and they agreed to do that. He said UDOT chose the spacing, and the City agreed with it, because it was evenly spaced and most easily met their standard. Alex said the other reason the City agreed with UDOT on the location was because the City had a business park node at that intersection. He said the City felt that that was an important entrance into the City and was an economic development opportunity. Alex said he didn't think there was adequate property at 2200 West to do that, if the Council still wanted a business park in that area.

Alex said going north, the City wanted to push traffic through the commercial node; not around it but through it to drive people to the area. He said this was a much bigger issue than easily moving traffic; maybe the City didn't want traffic to easily move through the area, because we would want them to stop and shop in the commercial areas, or maybe we didn't; that would be a decision the Council would need to make. Alex said in his mind, the City should decide what they wanted the area to be, and then work backwards to design a traffic system that helped accomplish the vision, as opposed to building a traffic system based on what they saw today and hoping it all worked out.

Councilmember Petro said the Council needed that as the opening statement to this meeting.

Alex said he personally thought that if the intersection was located at 2200 West it was a given that 2200 West would have to be widened to the north, and the City would be taking 40 or 70 homes. He said it would be a very convenient shot north and cars would stay on 2200 West all the way to Antelope Drive. He said if the interchange stayed at 2700 West, he thought that there would be more of a natural dispersion of traffic; some would go east and some would go west. Alex said he felt that once they were on 2200 West they would stay on 2200 West and the volumes would be such that the street would have to be widened.

Mr. Lord said he completely agreed; Alex was absolutely right. He said if it was a straight shot traffic would stay on 2200 West all the way to Clearfield.

Councilmember Day said on the other hand the City had a Mall that was a huge traffic problem. He said he thought the City had to plan for where the traffic was naturally going to flow as well.

Woody said the City could influence the flow of traffic.

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Councilmember Day said that was correct, but you couldn't control it. He said a business node would be nice, but if traffic flow was not naturally going to go there, and you couldn't control it to get it to go there, maybe there were other options to look at.

Woody said some communities would post roads at 25 mph speeds to limit traffic; drivers would take an alternate route that allowed for higher speeds. He said there were tools and ways to direct traffic. Woody said he agreed with Alex; the 2700 West interchange was designed to get traffic to the commercial node. He said the City's Master Plan needed to match what the planning aspect would be; it may need to adjust based on zoning.

Commissioner Hansen asked what commercial node they were talking about.

Alex said it was the area where West Layton Village was proposed.

Councilmember Brown said there was also a business park node at 2700 West and the West Davis Corridor intersection. She said the idea was that people could get off of the West Davis Corridor and go right to work.

Commissioner Nilsson said he assumed that was why UDOT chose 2700 West; it seemed like the natural traffic flow. He asked if UDOT did a study relative to the location of the interchange that the City could have access to.

Mr. Lord said the modeling they did was based on that information; they considered the commercial node and the business park node relative to the West Davis Corridor.

Commissioner Nilsson asked if that was why UDOT selected 2700 West.

Mr. Lord said no; 2700 West was selected by UDOT based on intersection spacing. He said as far as natural traffic flow was concerned, natural traffic flow didn't exist until an interchange was built; traffic would naturally gravitate to the interchange. Mr. Lord said he was making some assumptions because he wasn't involved in the decision, but 2700 West was probably selected because of spacing between the Kaysville and Clearfield interchanges.

Alex said that was accurate. He said another consideration was that the Layton Parkway would tie fairly closely into that area. Alex said in the beginning UDOT's position was that there didn't need to be another interchange in this location on the Corridor to make the West Davis Corridor function the way

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they thought it needed to. It was only because Layton City approached UDOT about an interchange in Layton that they relented and stated that they could justify an interchange. Alex said essentially the depth of the analysis was that UDOT thought that the interchange could be done, and 2700 West was the best location because of equal spacing, which didn't mean that it couldn't move a little bit. He said he didn't think UDOT went through a study that indicated that there had to be an interchange in this area; it was in acquiescence to Layton City, and moving traffic through Layton City. Alex said generally UDOT's focus was moving people north and south along the corridor, and what happened within the cities was a secondary issue.

Commissioner Fitzpatrick asked Woody if there were any plans to move Layton Parkway further to the north because of the short distance between the Parkway and the West Davis Corridor.

Woody said currently it couldn't be moved because of development in the area. He said it was pretty much locked in at the current location. Woody said Staff had looked at options, such as a roundabout, to help move traffic through the area. He said the option that was currently displayed showed an offset that was recommended by Horrocks Engineering based on some traffic moving conflicts there would be because of the proximity to the interchange.

Councilmember Day said all of those problems could be eliminated if the interchange was moved to 2200 West. There could still be a business park at either 2700 West or 2200 West based on open property at 2200 West.

Woody said there was a lot less property available around 2200 West.

Mayor Stevenson said he was hearing a lot of concern with 2700 West and 2200 West. He recommended that the information needed to show all the options and factors, including the business park location. Mayor Stevenson suggested a conversation with Randy Jeffries and UDOT about the location of the interchange. He said one thing about the political world was that there were new people with different ideas. Mayor Stevenson said there weren't a whole lot of people outside of Staff that were leaning strongly toward the 2700 West location. He said as the location of the commercial node was discussed, it might need to move further to the west or east based on which road tied into the West Davis Corridor.

Mayor Stevenson said no one wanted to lose their home and no one wanted a street widened, but hindsight would tell you that Gentile Street from Main Street east could have been a wider street. He said anyone that dealt with Gentile Street and Fairfield Road realized that that area was getting worse and worse all the time. Mayor Stevenson said maybe 20 to 30 years from now hindsight might indicate that

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2200 West should have been widened. He said the Council needed a lot more facts and information. He said he agreed that it would not be as expensive or as impactful to homes by taking the corridor through 2700 West, but at the same time 25 years from now that might not be the right choice. Mayor Stevenson suggested getting all the facts, including information from UDOT, about the location of the interchange before moving forward.

Councilmember Brown said as she had watched Farmington City and their debate with UDOT about where they wanted their interchange, she didn't want Layton to become like Farmington.

Mayor Stevenson said Layton was much different than Farmington. He said Farmington's situation involved alignment of roads and whether or not they would get an interchange at all. Mayor Stevenson said Layton's situation involved what the City considered the best traffic flow for the future of Layton.

Councilmember Brown said she was concerned that if Layton pressed too hard to get the interchange moved, UDOT might decide that Layton didn't need an interchange.

Mayor Stevenson said he didn't think the City should press UDOT to move the interchange; what the City had to do was talk with UDOT about what the traffic studies were showing for the area. He said moving the interchange might be an easy decision for UDOT. Mayor Stevenson said the City needed to be open minded about what the best way to go would be.

Alex asked Mayor Stevenson what information Staff could provide to help the Council with their decision.

Mayor Stevenson said he thought Staff should show how much room was in the two areas for business parks; show what traffic would be, based on the location; consider changes to the commercial areas based on the location of the interchange; the impacts to homes; etc.

Commissioner Fitzpatrick said it would be helpful to know what subdivisions were already vested and what the impacts would be. She said there were several subdivisions in the area that had already received approval.

Mayor Stevenson said he would like to see information about what the land could be used for if homes were taken off of 2200 West; would there be enough land to be utilized for other things in the future.

Alex said one of the purposes of this meeting was to determine what to show, or what not to show, at a

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public meeting. He asked if the Council wanted to hold off on that open meeting.

Consensus was to delay the public meeting until additional information had been reviewed and discussed.

Councilmember Brown asked if there was any deadline for adopting the Master Plan.

Alex said no; the Council controlled the timing.

Mayor Stevenson asked how much time Staff needed to work on obtaining the additional information.

Woody said a couple of weeks. He suggested scheduling a meeting with Randy Jeffries and UDOT before having this discussion again.

Consensus was to schedule a meeting with UDOT.

## **MAYOR'S REPORT**

None were given.

## **CLOSED DOOR:**

**MOTION:** Councilmember Freitag moved to close the meeting at 6:49 p.m. to discuss the purchase, exchange or lease of real property, including any form of a water right or water shares. Councilmember Petro seconded the motion, which passed unanimously.

**MOTION:** Councilmember Freitag moved to open the meeting at 6:56 p.m. Councilmember Day seconded the motion, which passed unanimously.

**The meeting adjourned at 6:56 p.m.**

---

Thieda Wellman, City Recorder

# ***D R A F T***

## **SWORN STATEMENT**

The undersigned hereby swears and affirms, pursuant to Section 52-4-205(1) of the Utah Code Annotated, that the sole purpose for the closed meeting of the Layton City Council on the **4th day of September, 2014**, was to discuss the purchase, exchange or lease of real property, including any form of a water right or water shares.

Dated this 2nd day of October, 2014.

ATTEST:

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ROBERT J STEVENSON, Mayor

---

THIEDA WELLMAN, City Recorder

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

**Item Number:** 5.A.

**Subject:**

Appoint Debbie Comstock, Steve Crago and Milton S. Herring, II to Serve as Regular Members of the Parks and Recreation Commission - Reappoint Brigit Gerrard, Bill Johnson, Sara Beckstead, Rick Brady and Don Wilhelm to Serve as Regular Members of the Parks and Recreation Commission - Resolution 14-63

**Background:**

Trace Chatwin and Joni Scoffield have both served the maximum number of three consecutive terms of three years each. Michael Cooper resigned from the Commission after moving out of the City limits. As a result of these vacancy's Don Wilhelm, Parks and Recreation Commission Chairperson and David Price, Parks and Recreation Director interviewed eight candidates for the vacant positions. Three candidates were recommended to the Mayor for consideration. Mayor Stevenson recommends that Debbie Comstock, Steve Crago and Milton S. Herring, II be appointed as regular members of the Parks and Recreation Commission.

Mayor Stevenson also recommends that Brigit Gerrard, Bill Johnson, Sara Beckstead, Rick Brady and Don Wilhelm be reappointed as regular members of the Parks and Recreation Commission. All five of these Commission members have actively served on the Commission and dedicated many hours of service to our community.

The City wishes to express appreciation to Trace Chatwin, Joni Scoffield and Michael Cooper for their service to the citizens of Layton City.

**Alternatives:**

Alternatives are to 1) Adopt Resolution 14-63 appointing Debbie Comstock, Steve Crago and Milton S. Herring, II as regular members of the Parks and Recreation Commission and reappoint Brigit Gerrard, Bill Johnson, Sara Beckstead, Rick Brady and Don Wilhelm as regular members of the Parks and Recreation Commission; or 2) Not adopt Resolution 14-63.

**Recommendation:**

Staff recommends the Council adopt Resolution 14-63 appointing Debbie Comstock, Steve Crago and Milton S. Herring, II as regular members of the Parks and Recreation Commission and reappoint Brigit Gerrard, Bill Johnson, Sara Beckstead, Rick Brady and Don Wilhelm as regular members of the Parks and Recreation Commission.

**RESOLUTION 14-63**

**A RESOLUTION APPOINTING DEBBIE COMSTOCK, STEVE CRAGO AND MILTON S. HERRING, II TO THE PARKS AND RECREATION COMMISSION AND REAPPOINT BRIGIT GERRARD, BILL JOHNSON, SARA BECKSTEAD, DON WILHELM AND RICK BRADY.**

**WHEREAS**, pursuant to Section 2.36.030 of the Layton Municipal Code, appointments or reappointments of members of the Parks and Recreation Commission upon recommendation by the Mayor, shall be made by a majority vote of the City Council; and

**WHEREAS**, the Mayor recommends the appointment of Debbie Comstock, Steve Crago and Milton S. Herring, II to serve on the Parks and Recreation Commission for a designated term; and

**WHEREAS**, the Mayor recommends the reappointment of Brigit Gerrard, Bill Johnson, Sara Beckstead, Rick Brady and Don Wilhelm to serve on the Parks and Recreation Commission for a designated term; and

**WHEREAS**, the City Council finds it to be in the best interest of the citizens of Layton to have Debbie Comstock, Steve Crago and Milton S. Herring, II, Brigit Gerrard, Bill Johnson, Sara Beckstead, Rick Brady and Don Wilhelm serve as Parks and Recreation Commissioners, for designated terms, as contemplated by ordinance.

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

1. That upon the recommendation of the Mayor; Debbie Comstock, Steve Crago and Milton S. Herring, II be appointed to serve a term to end February 1, 2017 on the Parks and Recreation Commission.
2. That upon the recommendation of the Mayor; Sara Beckstead, Rick Brady and Don Wilhelm be appointed to serve for a term to end February 1, 2016 on the Parks and Recreation Commission.
3. That upon the recommendation of the Mayor; Brigit Gerrard and Bill Johnson be appointed to serve for a term to end February 1, 2015 on the Parks and Recreation Commission.
4. The City wishes to express appreciation to all members of the Parks and Recreation Commission for their desire to serve the public in this capacity.

**PASSED AND ADOPTED by the City Council of Layton, Utah, this 2nd day of October, 2014.**

ATTEST:


\_\_\_\_\_  
ROBERT J STEVENSON, Mayor

\_\_\_\_\_  
THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:

  
\_\_\_\_\_  
GARY R. CRANE, City Attorney

SUBMITTING DEPARTMENT:

  
\_\_\_\_\_  
DAVID R. PRICE, Parks and Recreation Director

# DEBBIE COMSTOCK MSW

(619) 871-6947

debbicomstock7@gmail.com

## OBJECTIVE

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**To contribute in a meaningful way by utilizing my skills to participate in community process and development of aspects that promotes the well being of its citizens.**

## EDUCATION

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*1991-1993*                      *San Diego State University, San Diego, CA*  
Masters Degree in Social Work.  
Emphasis in working with children, youth and families

## COMMUNITY EXPERIENCE

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*1997*                              Graduate of the East Region Chamber of Commerce Leadership Academy

*1998-2009*                      Served as curriculum advisor to the East County Chamber of Commerce for LEAD East County. Developed and facilitated training to business community members regarding social services issues and impact to business

*1998-2009*                      Chair of the Human Services Day for Future Leadership Academy Classes

*1999*                              Participated in youth/parent planning group for El Cajon's Skateboard Park under the direction of Mayor Lewis and Supervisor Diane Jacob

*2000*                              Served on the Mayor's Blue Ribbon Planning Commission for the ten year planning for the future of El Cajon

*2001*                              Graduate of the Citizen Police Academy

*2005-2009*                      Served as Supervisor Jacob's appointed representative for East Region to the Human Services Commission for the County of San Diego

*2006-2008*                      Volunteered as a Domestic Violence and Response Advocate with El Cajon Police Department

*2008-2009*                      Served as Supervisor Jacob's appointed representative for East Region to the Women's Commission

Personal references are available

26 May 2014

Steven Crago  
2433 W 975 N  
Layton, UT 84041  
Phone: 801-888-9636  
E-mail: ikejun1125@gmail.com

Mr. David R. Price  
Layton City Parks & Recreation Director  
465 N. Wasatch Drive  
Layton, UT 84041

Dear Mr. David R. Price:

I am interested in filling one of the openings for the Layton City Parks and Recreation Commission as advertised in the May/June 2014 Parks and Recreation Newsletter.

I have been a Layton resident for 10 years. Prior to moving here, I was active duty in the Air Force and resided in numerous other states and countries. In 2004, I was reassigned to Hill Air Force Base after 8 years in Japan. When I retired from active duty in 2006, my wife and I researched other places around the U.S. that we could possibly live. We came to the conclusion that we already lived in a great place to raise our three children. Layton is our home.

Throughout my 21 ½ years in the Air Force, I came to understand the importance of community and the effect it can have on people's lives. I think that most people want to have pride in where they live. I believe Layton City provides its residence many things to be proud of, and I came to that conclusion based on my interaction with the city's events, namely through its many parks and recreational activities.

Since Layton is the largest city in Davis County, I believe that it should be the centerpiece of the county. Having great parks and recreational opportunities is part of having a thriving community that shows the city exists and cares for the residents. I think it would be great to work with other people who have a passion for continuing to improve these programs in Layton. Please consider me to fill one of the openings for the Layton Parks & Recreation Commission. Thank you.

Sincerely,



Steven Crago

FROM THE DESK OF  

---

MILTON S. HERRING, II

July 10, 2014

David R. Price  
Layton City Parks and Recreation Director  
465 N. Wasatch Drive  
Layton, UT 84041

Dear Mr. Price,

This letter is a formal submission in regards to holding a seat on the Layton City Recreation Commission.

I've been a Layton city resident for over 9 years, I migrated to Layton upon the date of my Marriage and graduation from Idaho State University with an emphasis in Marketing. I am the oldest of three boys and the son of Retired Lt. Colonel Army chaplain in the US Army. I'm also the son of two parents which have served on city commissions for many years in their home city of Torrance, CA. I've been married for 14 years and have five beautiful children.

My professional life ranges and currently I am a Hospital Business Development Representative for CompHealth. I've had 4+ years experience as a business owner and over 5 years of selling pharmaceuticals and medical devices in the Medical Industry.

My parks and recreation passion comes from being a collegiate athlete at Idaho State University, also coaching athletics more recently coaching Layton city recreation youth baseball and having a family. I'd like to see development, growth and quality facility use by the citizens of Layton in many ways that foster health, community and prosperity for generations to come.

I truly look forward to joining this commission as an asset to the city of Layton and the parks and recreations commission.

Sincerely yours,

Milton S. Herring, II

MSH

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

**Item Number:** 5.B.

**Subject:**

Consent Agreement between Layton City and Zions First National Bank for the Collateral Assignment of the Agreement for the Development of Land between Layton City and Legacy Cottages of Layton, LLC, Dated October 4, 2012 – Resolution 14-66

**Background:**

On October 4, 2012, the City entered into an Agreement for the Development of Land with Marie S. Adams Family Trust ("Trust"). The property that is the subject of the Agreement is located at approximately 250 North Adamswood Road.

On September 18, 2014, the City approved the assignment of this Agreement to Legacy Cottages of Layton, LLC. The Agreement contemplates the circumstance wherein a party to such an agreement may have a successor in interest or may want to assign its interest to another entity. In order to do so, the City's approval must be sought.

In this Agreement, Legacy Cottages of Layton, LLC is requesting that the City approve a Consent Agreement to allow for the Collateral Assignment of the Development Agreement to and for the benefit of Zions First National Bank. This resolution would formalize the City's approval of that Consent Agreement.

**Alternatives:**

Alternatives are to 1) Adopt Resolution 14-66 approving the Consent Agreement to allow for the Collateral Assignment of the Agreement for the Development of Land between Layton City and Legacy Cottages of Layton, LLC, dated October 4, 2012, to Zions First National Bank; 2) Adopt Resolution 14-66 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 14-66 and remand to Staff with directions.

**Recommendation:**

Staff recommends the Council adopt Resolution 14-66 approving the Consent Agreement to allow for the Collateral Assignment of the Agreement for the Development of Land between Layton City and Legacy Cottages of Layton, LLC, dated October 4, 2012, to Zions First National Bank and authorize the Mayor to sign the necessary documents.

**RESOLUTION 14-66**

**A RESOLUTION APPROVING A CONSENT AGREEMENT BETWEEN LAYTON CITY AND ZIONS FIRST NATIONAL BANK FOR THE COLLATERAL ASSIGNMENT OF THE AGREEMENT FOR THE DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND LEGACY COTTAGES OF LAYTON, LLC, DATED OCTOBER 4, 2012.**

**WHEREAS**, on October 4, 2012, Layton City entered into an Agreement for the Development of Land (hereinafter "Agreement") with the Marie S. Adams Family Trust designated Owner therein; and

**WHEREAS**, on September 18, 2014, Layton City approved Resolution 14-62 approving Legacy Cottages of Layton, LLC, as the successor and assignee of Marie S. Adams Family Trust in the Development Agreement dated October 4, 2012; and

**WHEREAS**, the Agreement provides that the Owner may have a successor and/or may assign its interests and obligations within said Agreement; and

**WHEREAS**, the Agreement requires that the Agreement is binding on any successors and assigns and that the City must approve of any such successor and assignee; and

**WHEREAS**, Zions First National Bank desires the ability to become a successor and assignee of Legacy Cottages of Layton, LLC if the need arises and the City will review such a request based on the existing criteria; and

**WHEREAS**, after having reviewed that request, it is the City's position that the request for consent of the Collateral Agreement be approved.

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

1. That the request from Legacy Cottages of Layton, LLC, to approve the Consent Agreement between Layton City and Zions First National Bank for the Collateral Assignment of the Agreement for the Development of Land, dated October 4, 2012, which is attached hereto and incorporated herein, is hereby approved.
2. That the Mayor is hereby authorized to execute any documents necessary in the furtherance of this resolution.

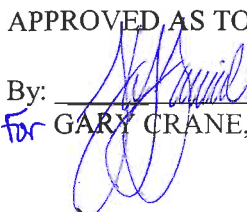
**PASSED AND ADOPTED by the City Council of Layton, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.**

**ATTEST:**

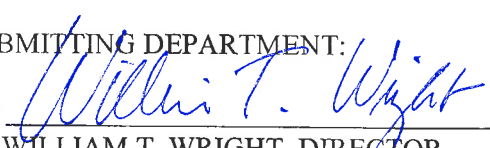
By: \_\_\_\_\_  
THIEDA WELLMAN, City Recorder

By: \_\_\_\_\_  
ROBERT J STEVENSON, Mayor

**APPROVED AS TO FORM:**

By:   
for GARY CRANE, City Attorney

**SUBMITTING DEPARTMENT:**

By:   
WILLIAM T. WRIGHT, DIRECTOR  
Community & Economic Development

Loan No. 254-5431565-01-001

***WHEN RECORDED, RETURN TO:***

Zions First National Bank  
One South Main Street, Suite 470  
Salt Lake City, Utah 84133  
Attention: Real Estate Banking Group Manager

**COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT**

This Collateral Assignment of Development Agreement (this "Agreement") is made and entered into this \_\_\_\_ day of October, 2014, by and between Legacy Cottages of Layton, LLC, a Utah limited liability company ("Borrower"), and Zions First National Bank, a national banking association ("Lender").

RECITALS

A. Pursuant to a Promissory Note dated the Closing Date (the "Loan") in which Borrower appears as "Borrower" and Lender appears as "Lender", and which is in the original principal amount of Thirteen Million Two Hundred Thousand Dollars (\$13,200,000.00) (the "Note"), and pursuant to a Construction and Term Loan Agreement dated the Closing Date, wherein Borrower appears as "Borrower" and Lender appears as "Lender" (the "Loan Agreement"), Lender is loaning the proceeds of the Note to Borrower.

B. Pursuant to the Loan Agreement, the Loan is secured by a Construction and Term Loan Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated the Closing Date, which encumbers the real property, together with the improvements thereon, located in Davis County, State of Utah, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

C. Marie S. Adams Family Trust, as "Owner", and Layton City, a municipal corporation of the State of Utah ("City"), as "City", entered into an Agreement for Development of Land Between Layton City and Marie S. Adams Family Trust dated October 4, 2012, a copy of which is attached to this Agreement as Exhibit B and incorporated herein by this reference (the "Collateral Agreement"). The interests of Marie S. Adams Family Trust as Owner under the Collateral Agreement were assigned to Borrower pursuant to an assignment dated on or about September 1, 2014, and approved by Layton City.

D. As a condition to making the Loan, Lender requires an assignment of Borrower's interests in the Collateral Agreement to Lender.

## AGREEMENT

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Borrower and Lender agree as follows:

1. **Assignment and Grant of Security Interest.** Borrower hereby assigns, sells, and transfers to Lender and grants to Lender a security interest in all of Borrower's rights, title and interest in and to the Collateral Agreement, and all proceeds thereof and all benefits thereunder, to secure all of Borrower's obligations to Lender under the Note and all other Loan Documents.

2. **No Further Assignment.** Borrower covenants not to further encumber the Collateral Agreement, or effect or attempt to effect any other assignment, pledge, mortgage, disposition or other transfer of the Collateral Agreement, and Borrower hereby undertakes to take all action necessary to keep the Collateral Agreement in full force and effect.

3. **Representations and Warranties.** Borrower represents and warrants to Lender the following: (a) there have been no assignments of the Collateral Agreement, except to Lender as set forth in this Agreement, (b) the Collateral Agreement is a valid and binding agreement, enforceable in accordance with its terms, (c) Borrower is not, or with the giving of notice or passage of time, or both, would not be, in default under the Collateral Agreement (including without limitation any time frame in the Collateral Agreement for completion of construction) and after due inquiry Borrower is not aware of any default under the Collateral Agreement by City, (d) all covenants, conditions and agreements have been performed by Borrower and by City as required in the Collateral Agreement, except those not due to be performed until after the date of this Agreement, and (e) Borrower has not and shall not terminate or amend any of the terms or provisions of the Collateral Agreement without the prior written consent of Lender, which consent shall not unreasonably be withheld.

4. **Default.** Time is of the essence of this Agreement. The occurrence of any of the following events shall constitute a default under this Agreement:

(a) Any representation or warranty made by or on behalf of Borrower in this Agreement is materially false or materially misleading when made;

(b) Borrower fails in the payment or performance of any obligation, covenant, agreement or liability created by or contemplated by the Collateral Agreement, this Agreement or secured by this Agreement; or

(c) An Event of Default occurs under the Loan Agreement or any of the other Loan Documents.

No course of dealing or any delay or failure to assert any default shall constitute a waiver of that default or of any prior or subsequent default.

5. **Remedies.** Upon the occurrence of any default by Borrower under this Agreement, Lender shall have the following rights and remedies, in addition to all other rights and remedies existing at law, in equity, or by statute or provided in the Loan Agreement:

(a) Lender shall have all the rights and remedies available to a secured party and creditor under the Utah Uniform Commercial Code;

(b) Lender shall have the right to enter upon any premises of Borrower where the Collateral Agreement or records pertaining to the Collateral Agreement may be and take possession of copies of the records and make copies of the records relating thereto;

(c) Upon request of Lender, Borrower shall, at the expense of Borrower, assemble the records relating to the Collateral Agreement at a place designated by Lender and tender the records to Lender;

(d) Lender shall have the right to direct that payment of any and all payments due Borrower under the Collateral Agreement be made directly to Lender and to accept such payments and apply the same to the obligations of Borrower owing to Lender; and

(e) Lender shall have the right, but not the obligation, to cure any defaults under the Collateral Agreement and to continue to perform all obligations of Borrower under the terms of the Collateral Agreement, provided Lender or its successors and assigns, as the case may be, sends a written notice to Borrower pursuant to the terms of the Loan Agreement and to City pursuant to the terms of the attached Consent and specifically agrees to perform, or cause to be performed, the obligations of Borrower under the Collateral Agreement accruing or arising from and after, and with respect to the period commencing on the effective date of such notice.

Notwithstanding anything to the contrary herein, Borrower shall in all cases and events be liable for all deficiencies owing on any obligations secured by this Agreement after termination or expiration of the Collateral Agreement.

The rights and remedies herein conferred are cumulative and not exclusive of any other rights and remedies and shall be in addition to every other right, power and remedy herein specifically granted or hereafter existing at law, in equity, or by statute which Lender might otherwise have, and any and all such rights and remedies may be exercised from time to time and as often and in such order as Lender may deem expedient. No delay or omission in the exercise of any such right, power or remedy or in the pursuance of any remedy shall impair any such right, power or remedy or be construed to be a waiver thereof or of any default or to be an acquiescence therein.

Regardless of any breach or default, Borrower agrees to pay all expenses, including reasonable attorneys' fees and legal expenses, incurred by Lender in any bankruptcy proceedings of any type involving Borrower, the Collateral Agreement, or this Agreement, including, without limitation, expenses incurred in modifying or lifting the automatic stay, determining adequate protection, use of cash collateral, or relating to any plan of reorganization.

In the event of breach or default under the terms of this Agreement by Borrower, Borrower agrees to pay all reasonable attorneys' fees and legal expenses incurred by or on behalf of Lender in enforcement of this Agreement, in exercising any remedy arising from such breach or default of this Agreement, or otherwise related to such breach or default of this Agreement. Borrower additionally agrees to pay all costs and out-of-pocket expenses related to the enforcement of this Agreement, in exercising any remedy arising from such breach or default of this Agreement, or otherwise related to such breach or default of this Agreement.

6. **Amendments to Collateral Agreement.** Borrower covenants to make no changes in the terms or conditions of, or to enter into any modification or amendment of the Collateral Agreement, without the prior written consent of Lender, which consent shall not unreasonably be withheld by Lender. Borrower agrees that no such change, modification or amendment shall be valid unless it is in writing and has been approved in advance in writing by Lender.

7. **Attorney-in-Fact.** Borrower hereby irrevocably constitutes and appoints Lender as its attorney-in-fact coupled with an interest to demand, receive, exercise and enforce Borrower's rights with respect to the Collateral Agreement, to perform under the Collateral Agreement and give and receive appropriate payments, releases, satisfactions, notices for and on behalf of and in the name of Borrower or, at the option of Lender, in the name of Lender (or Lender's successors or assigns, as the case may be), with the same force and effect as Borrower could do if the assignment under this Agreement had not been made. However, Borrower agrees that Lender does not assume any of the obligations or duties of Borrower under or with respect to the Collateral Agreement except as provided in Section 5(e) of this Agreement. Lender shall not be authorized to act hereunder unless and until Lender shall have given to Borrower and City written notice as provided above that Lender is exercising its rights hereunder upon or after the occurrence of an Event of Default (as such term is defined in the Loan Agreement). The failure of Lender to so exercise its rights, however, shall not be deemed a waiver of its right to exercise same at any future time.

8. **Indemnification.** Borrower hereby agrees to indemnify and hold Lender harmless from and against any and all claims, demands, liabilities, losses, lawsuits, and judgments and expenses (including without limitation attorneys' fees and costs) to which Lender, or Lender's successors or assigns, may become exposed, or which Lender, or Lender's successors or assigns, may incur, in exercising any of its rights under this Agreement or the Collateral Agreement.

9. **No Partnership.** Borrower and Lender agree that this Agreement is not intended to create any partnership or joint venture between Borrower and Lender, and Borrower shall indemnify and hold Lender harmless, as set forth in this Agreement, if any such claim is made.

10. **No Third Party Beneficiaries.** Borrower and Lender further agree this Agreement is not intended to and does not create any derivative rights or claims in any third parties, including without limitation, the City.

11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, assigns and successors in the respective interests of Borrower and Lender, subject to the limitation on assignment set forth in this Agreement.

12. **Consent and Additional Documents.** Borrower agrees to give notice of this Agreement to City, and obtain the consent of City, in form and substance acceptable to Lender and substantively in the form set forth in the attached Exhibit C which is incorporated into this Agreement by this reference.

13. **Further Assurances.** Borrower agrees that Lender may prepare and file a financing statement and Borrower shall sign such further and additional documents and instruments as Lender may require to give further effect to this Agreement and the granting to Lender of a security interest in the Collateral Agreement, and any modifications, extensions, revisions or replacements thereof.

14. **Defined Terms.** Unless otherwise defined in this Agreement, capitalized terms hereinafter used have the meanings given them in the Loan Agreement.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, but all of which taken together shall constitute only one agreement. The production of any executed counterpart of this Agreement shall be sufficient for all purposes without producing or accounting for any other counterpart.

***[SIGNATURE PAGE(S) AND EXHIBIT(S),  
IF ANY, FOLLOW THIS PAGE]***

DATED:      October \_\_\_\_\_, 2014.

BORROWER

**LEGACY COTTAGES OF LAYTON, LLC,**  
a Utah limited liability company

By: \_\_\_\_\_  
Kevin S. Garn  
Manager

LENDER

**ZIONS FIRST NATIONAL BANK,**  
a national banking association

By: \_\_\_\_\_  
Brandon Duke  
Vice President

STATE OF UTAH )  
 : ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of October, 2014,  
by Kevin S. Garn, Manager of Legacy Cottages of Layton, LLC, a Utah limited liability  
company.

\_\_\_\_\_  
NOTARY PUBLIC

Residing at: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of October, 2014,  
by Brandon Duke, Vice President of Zions First National Bank, a national banking association.

---

NOTARY PUBLIC  
Residing at Salt Lake County, State of Utah

## **EXHIBIT A**

### **REAL PROPERTY DESCRIPTION**

The real property located in Davis County, State of Utah, and more particularly described as follows:

ALL OF LOT 1, LEGACY COTTAGES OF LAYTON SUBDIVISION, LAYTON UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH, RECORDED 28 AUGUST 2014 AS ENTRY #2820668, BOOK 6091, PAGE 194, FILE #5440.

A.P.N.: 11-752-0001

**EXHIBIT B**  
**COLLATERAL AGREEMENT**

(See Attached)

E 2701294 B 5650 P 564-581  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
11/16/2012 01:55 PM  
FEE \$0.00 Pgs: 18  
DEF RTT REC'D FOR LAYTON CITY COR

AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN LAYTON CITY  
AND MARIE S. ADAMS FAMILY TRUST

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND  
MARIE S. ADAMS FAMILY TRUST**

THIS AGREEMENT for the development of land (hereinafter referred to as this "Agreement") is made and entered into this 4<sup>th</sup> day of October, 2012, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and MARIE S. ADAMS FAMILY TRUST (hereinafter referred to as "Owner"), with City and Owner collectively referred to as the "Parties" and separately as "Party".

**RECITALS**

WHEREAS, in furtherance of the objectives of the Layton City General Plan, City has approved an application for a zone change from R-1-10 (Single Family Residential) to R-H (High Density Residential), of certain property located at approximately 250 North Adamswood Road in Layton City (hereinafter the "Subject Area"); and

WHEREAS, the Subject Area consists of approximately 6.45 acres and is depicted on Exhibit "A" attached hereto (hereinafter "Exhibit A"); and

WHEREAS, Owner is the owner of the above described property and has presented a proposal for development of the Subject Area to the City, which provides for development of a Senior Apartment Home Project" in a manner consistent with the overall objectives of Layton City's General Plan, and is depicted in more detail on Exhibit "B" attached hereto (hereinafter "Exhibit B"); and

WHEREAS, Parties desire to enter into this Agreement to provide for the development of the Subject Area, in a manner consistent with the City's General Plan and the intent reflected in that Plan; and

WHEREAS, City has granted R-H zoning approval on the Subject Area, subject to Owner agreeing to certain limitations and undertakings described herein, which Agreement will provide design review processes and will enable the City Council to consider the approval of the General Plan amendment and rezoning at this time; and

WHEREAS, City finds that entering into the Agreement with Owner is in the vital and best interest of the City and health, safety, and welfare of its residents.

NOW, THEREFORE, each of the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree as follows:

**ARTICLE I  
DEFINITIONS**

The following terms have the meaning and content set forth in this Article I, wherever used in this Agreement:

- 1.1 "Owner's Property" shall mean that property owned by MARIE S. ADAMS FAMILY TRUST.
- 1.2 "City" shall mean Layton City, a body corporate and politic of the State of Utah. The principal office of City is located at 437 North Wasatch Drive, Layton, Utah, 84041.

- 1.3 “Owner” shall mean MARIE S. ADAMS FAMILY TRUST. The principal office for Owner is 1279 East 600 North, Layton, Utah 84041.
- 1.4 “Owner’s Undertakings” shall have the meaning set forth in Article IV.
- 1.5 “Subject Area” shall have the meaning set forth in the Recitals hereto.
- 1.6 “Exhibit A” shall have the meaning set forth in the Recitals hereto.
- 1.7 “Exhibit B” shall mean the concept plan for proposed zoning.
- 1.8 “Exhibit C” shall mean Tables 6-1 and 6-2, Land Uses excluded from R-H Zone.
- 1.9 “Exhibit D” shall mean the artist/architectural rendering for the Senior Apartment Home Project on the Subject Area.

## **ARTICLE II CONDITIONS PRECEDENT**

- 2.1 This Agreement shall not take effect until City has approved this Agreement pursuant to a resolution of the Layton City Council.
- 2.2 Owner agrees to follow the design review requirements listed herein.

## **ARTICLE III CITY’S UNDERTAKINGS**

- 3.1 Subject to the satisfaction of the conditions set forth in Article IV, City shall grant final site plan approval of the Subject Area. This approval shall occur upon a finding by the City Council that it is in the best interest of the health, safety and welfare of the citizens of Layton City to grant such an approval at that time.

## **ARTICLE IV OWNER’S UNDERTAKINGS**

Conditioned upon City’s performance of its undertakings set forth in Article III with regard to site plan approval of the Subject Property and provided Owner has not terminated this Agreement pursuant to Section 7.8, Owner agrees to the following:

- 4.1 Owner agrees to restrict development of the Subject Area by agreeing that the primary use of the Subject Area will not be for any use highlighted in blue as depicted on Exhibit “C”. If other uses are desired, that are not specifically enumerated in Exhibit “C”, which is attached hereto and incorporated herein by this reference. Owner agrees to obtain approval by the City Council to amend this Agreement before pursuing the development of those uses. Minor variations in the interpretations of the uses that may be allowed pursuant to the terms of this Agreement, may be made administratively by the Community Development Director.
- 4.2 Development on the Subject Area shall be limited to the construction of a “Senior Apartment Home Project” that is restricted to residents that are 55 years of age or older, in accordance with the requirements of the Federal Fair Housing Act. This age restriction means that at least

80 percent of the occupied units be occupied by at least one person who is 55 years of age or older. Owner shall make all reasonable efforts to diligently pursue rental of all units to residents 55 years of age or older.

- 4.3 In addition to the requirements of the R-H zone, Owner agrees that the site plan, building architecture and landscape plan will be reviewed by the Layton City Design Review Committee (DRC). The DRC will provide input and recommendations to the staff regarding basic design elements as presented in the final site plan. Said recommendation will be forwarded to the Planning Commission and City Council for final site plan review and approval.
- 4.4 Owner agrees to provide thirty percent (30%) open space landscaped with site amenities, building location and landscape buffers and improvements substantially similar to those depicted on Exhibit "B."
- 4.5 Owner agrees to install a minimum of a solid vinyl fence, with a solid earth tone color, along the north, east and south boundaries of the Subject Area.
- 4.6 As part of the site plan review process, Owner shall submit a landscape plan to the City for the entire Subject Area, including the open common areas as well as landscape details around the senior apartment building. This plan must receive approval from the City prior to the issuance of any building permits.
- 4.7 The architectural plans, building elevations, and building materials shall include exterior construction materials such as brick, rock, stucco, and hardy board similar to those depicted in the rendering on Exhibit "D". Vinyl siding will not be allowed. Earth tone colors shall be used with relationship to the exterior building materials. The maximum height for the buildings is thirty five (35) feet and limited to no more than three (3) stories. The architectural plans for each building shall be reviewed and approved by the City Staff, Planning Commission and City Council.
- 4.8 The total number of dwelling units for the 6.45 acre Subject Area shall not exceed 155 units.
- 4.9 Owner agrees to participate in Layton City's "Crime Free Multi-Housing Program," which is designed to keep illegal activity out of rental properties in the City.
- 4.10 As part of final site plan review and approval, the City Engineer may require the completion of a traffic impact study as outlined in Section 19.13.060 of the Layton Municipal Code. The traffic study shall include, at a minimum, an analysis of on-site circulation, capacities of existing streets, number of additional trips which will be generated, origin/destination studies and peak home traffic generation and movements.

## **ARTICLE V**

### **GENERAL REQUIREMENTS AND RIGHTS OF CITY**

- 5.1 Issuance of Permits - Owner. Owner, or its assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Owner's Undertakings and shall make application for such permits directly to the Layton City Community and Economic Development Department and other appropriate departments and agencies having authority to

issue such permits in connection with the performance of Owner's Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

- 5.2 Completion Date. The Owner shall, in good faith, diligently pursue completion of the development and commence construction within 18 months of conditional use approval.
- 5.3 Access to the Subject Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Owner and its contractor, representatives of City shall have the right of access to the Subject Area without charges or fees during the period of performance of Owner's Undertakings. City shall indemnify, defend and hold Owner harmless from and against all liability, loss, damage, costs or expenses (including attorneys' fees and court costs) arising from or as a result of the death of a person or any accident, injury, loss or damage caused to any person, property or improvements on the Subject Area arising from the negligence or omissions of City, or its agents or employees, in connection with City's exercise of its rights granted herein.

## **ARTICLE VI REMEDIES**

- 6.1 Remedies for Breach. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:
- 6.1.1 Cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; or
- 6.1.2 Owner agrees not to contest the reversion of the zoning by the City Council to the previous zoning on the property, and hereby holds the City harmless for such reversion of the zoning from R-H to R-1-10.
- 6.2 Enforced Delay Beyond Parties' Control. For the purpose of any other provisions of this Agreement, neither City nor Owner, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.
- 6.3 Extensions. Either Party may extend, in writing, the time for the other Party's performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided,

6.4 Rights of Owner. In the event of a default by Owner's assignee, Owner may elect, in its discretion, to cure the default of such assignee; provided, Owner's cure period shall be extended by thirty (30) days.

6.5 Appeals. If the Owner desires to appeal a determination made hereunder by Staff, said appeal shall be to the Planning Commission, whose decision shall be final. If the appeal is regarding the interpretation of this Agreement the appeal shall be to the City Council with a recommendation from the Planning Commission and Staff.

7.1 Successors and Assigns of Owner. This Agreement shall be binding upon Owner and its successors and assigns, and where the term “Owner” is used in this Agreement it shall mean and include the successors and assigns of Owner, except that City shall have no obligation under this Agreement to any successor or assign of Owner not approved by City. Notwithstanding the foregoing, City shall not unreasonably withhold or delay its consent to any assignment or change in ownership (successor or assign of Owner) of the Subject Area. Upon approval of any assignment by City, or in the event Owner assigns all or part of this Agreement to an assignee, Owner shall be relieved from further obligation under that portion of the Agreement for which the assignment was made and approved by City.

7.2 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the “Notices”) must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To City: LAYTON CITY CORPORATION  
437 North Wasatch Drive  
Layton, Utah 84041  
Attn: Alex R. Jensen, City Manager  
801/336-3800, 801/336-3811 (FAX)

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If any Notice is transmitted by facsimile or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof, provided a copy of such Notice is deposited in regular mail on the same day of such transmission.

- 7.3 Third Party Beneficiaries. Any claims of third party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Owner.
- 7.4 Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.
- 7.5 Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the Parties.
- 7.6 Exhibits Incorporated. Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.
- 7.7 Attorneys' Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees.
- 7.8 Termination. Except as otherwise expressly provided herein, the obligation of the Parties shall terminate upon the satisfaction of the following conditions:
- 7.8.1 With regard to Owner's Undertakings, performance by Owner of Owner's Undertakings as set forth herein.
- 7.8.2 With regard to City's Undertakings, performance by City of City's Undertakings as set forth herein.

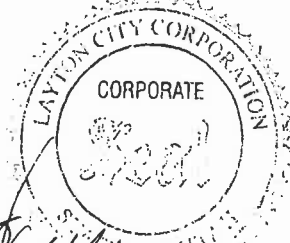
Upon either Party's request (or the request of Owner's assignee), the other Party agrees to enter into a written acknowledgment of the termination of this Agreement, or part thereof, so long as such termination (or partial termination) has occurred.

- 7.9 Recordation. This Agreement shall not be recorded without the prior written consent of both Parties.


**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

ATTEST:

By:   
THIEDA WELLMAN, City Recorder



LAYTON CITY CORPORATION

By:   
STEPHEN CURTIS, Mayor

Signed by

MARIE S. ADAMS FAMILY TRUST

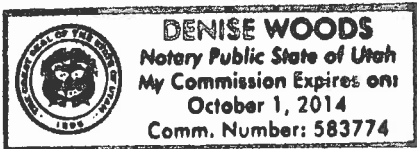
Stephen R Adams trustee

Stephen R. Adams, Trustee

Barbara A Bair, trustee

Barbara A. Bair, Trustee

Subscribed and sworn to me this 1<sup>st</sup> day of November, 2012.



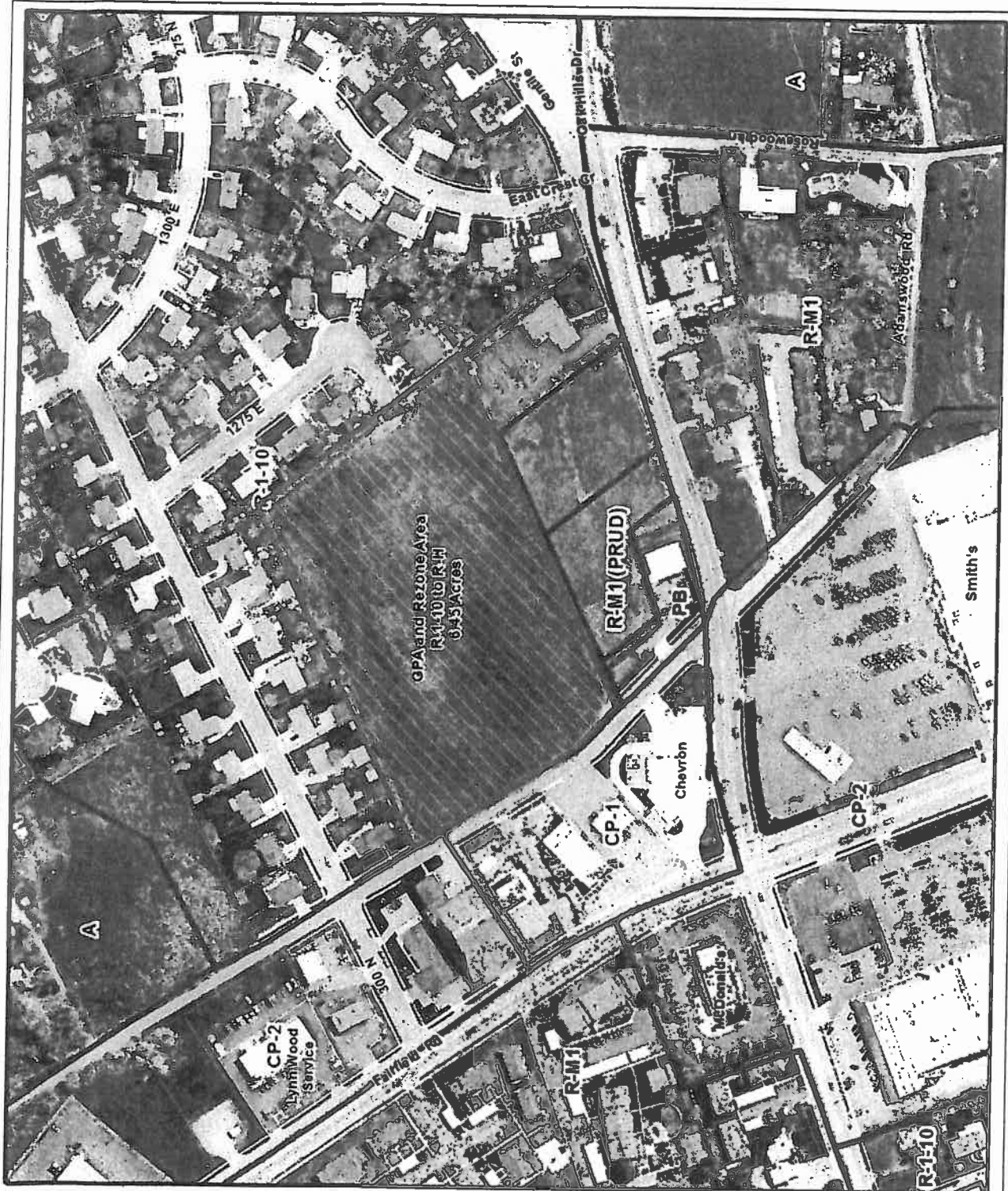
Denise Woods  
Notary

APPROVED AS TO FORM:

Gary Crane

For: GARY CRANE, City Attorney

# EXHIBIT "A"



## EXHIBIT A

### Development Agreement

Marie S. Adams Family Trust

Adams-Western States Lodging

General Plan Amendment and Rezone

R-1-10 to R-H

**LEGEND**

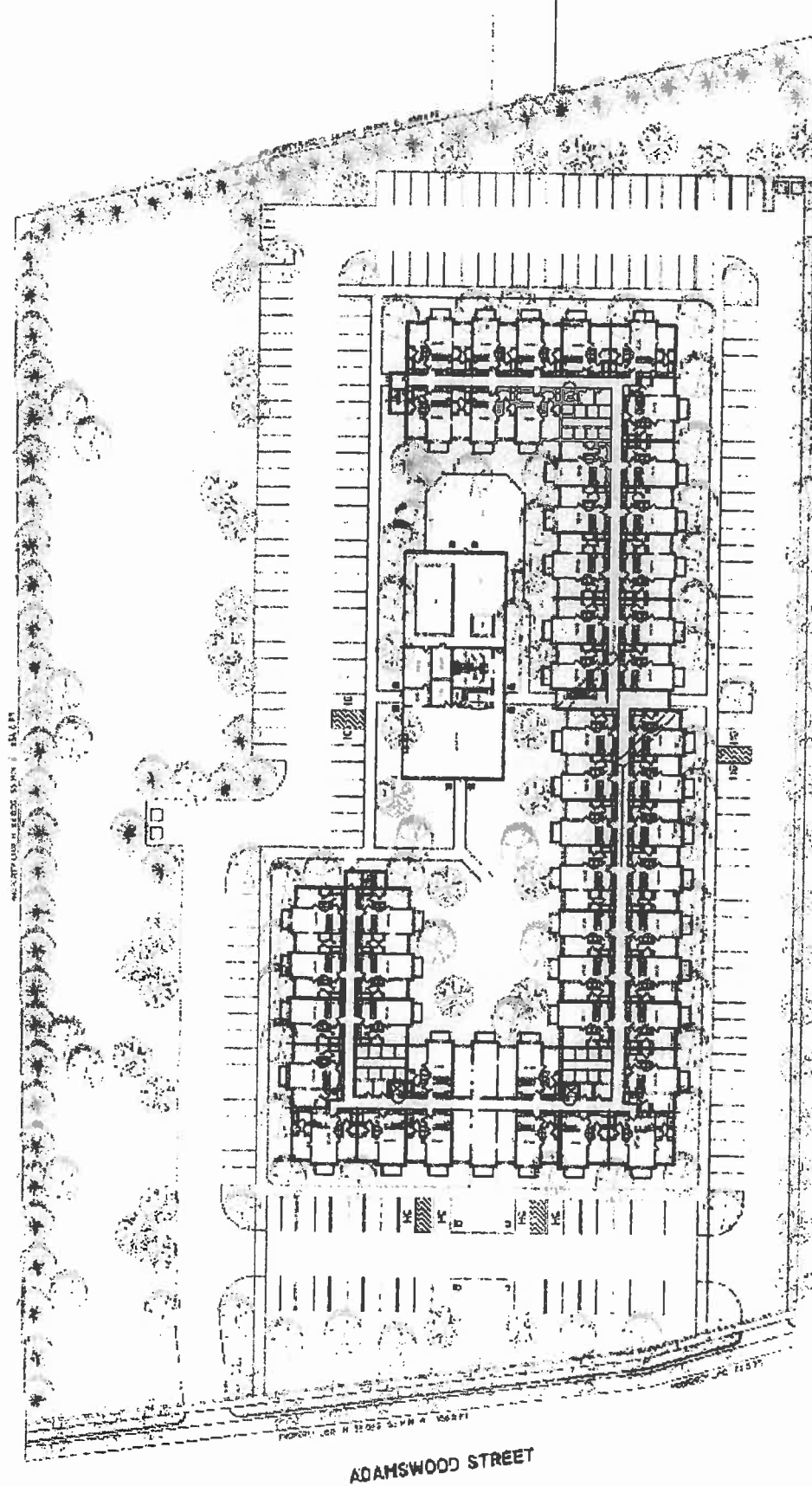
- Levon Zoning
- Boundary
- Property
- Lot
- Stream



1 Inch = 225 feet

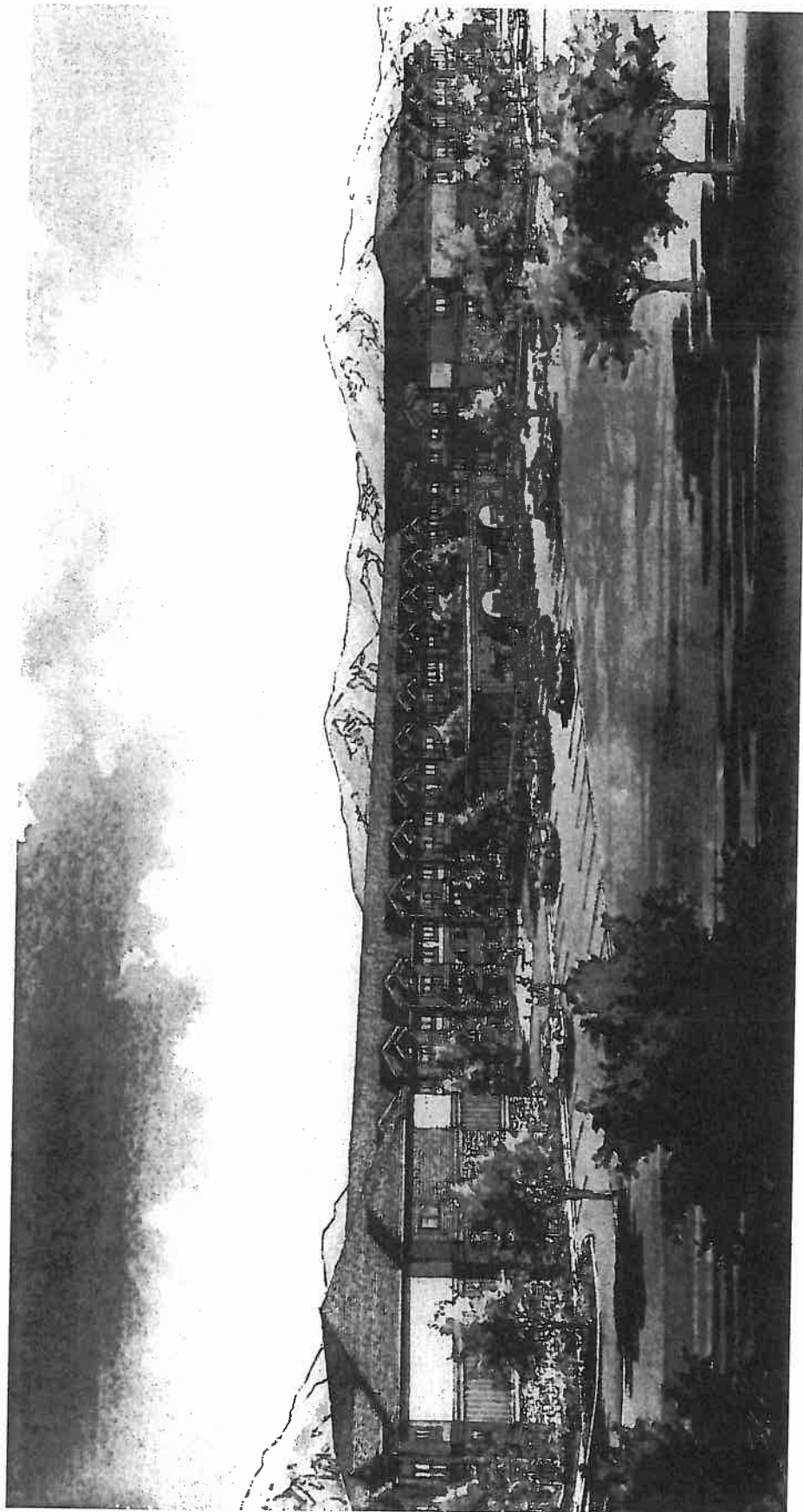
# EXHIBIT "B"

## Concept Plan



**EXHIBIT “C”**  
**Table of Land Use Regulations**  
**(Attached on separate page)**

**EXHIBIT "D"**  
**Artist/Architectural Rendering**



# TABLE OF LAND USE REGULATIONS

TABLE 6-1

TABLE 6-2

	A	R-S	R-1-S	R-1-B	R-1-10	R-MH	R-2	R-M1	R-M2	R-H	B-RP	P-B	CP-1	CP-2	CP-3	C-H	M-1	M-2	MU	MU-TOD
RESIDENTIAL / DOMESTIC																				
Accessory Farm Bldg.	P	C																		
Accessory Residential Dwelling Unit	C	C	C	C	C	C	C	C	C	C										
Accessory Bldg.	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	C	P
Bedding Rooming House	C							C	C	C										C
Community Center								C	C	C		P	P	P	P	C			C	C
Dormitory								C	C	C						C				
Dwelling, Multiple Unit								P	P	P									C	C
Dwelling, 2 Unit							P	P	P	P									C	C
Dwelling, 1 Unit Attached (SF-A)		C	C	C	C		P	P	P	P									C	C
Dwelling, 1 Unit Detached (SF-D)	P	P	P	P	P		P	P	P	P									C	C
Fraternity/Sorority House								C	C	C						C				
Household Pets	P	P	P	P	P	P	P	P	P	P									P	P
Mobile Home Park						C														
Off-Street Parking Inc. to Main Use	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Secondary Residential Unit												C	C	C	C	C	P	P	C	C
Model Homes	P	P	P	P	P	P	P	P	P	P										
Temporary Sales Office	C	C	C	C	C	C	C	C	C	C										
INSTITUTIONAL/CIVIC AND SPECIAL SERVICES																				
Airport, Heliport																	C	C		
Cemetery, Mausoleum	C	C	C	C	C	C	C	C	C	C		C								
Charter School	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Church/Temple/Rectory	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
College or University	C	C	C	C	C	C	C	C	C	C	C	C			C					
Commercial School											C	C	P	P	P	P			P	P
Community Use	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	P	C	C
Convient, Monastery or other Ord. Group for Religious Community	C	C						C	C	C		C	C	C	C	C			C	C
Day Care Center								C	C	C	C	C	C	P	P	C			C	C
Foster Home	C	C					C	C	C	C				C						
Fraternity/Sorority Society										C			C	P	P	C				
Halfway House or Similar Facility for Alcoholic, Narcotic, Psychiatric, Patients or Felons and Delinquents															C	C				
Home for Elderly, Elderly Apartment							C	C	C	C		C	C	C					P	C
Hospital (Acute Care)										C	C	C		C	C	C			C	
Religious or Philanthropic Institution	C	C	C	C	C	C	C	C	C	C	C	P	P	P	P	P			P	P
Library, Art Gallery, Museum								C	C	C	C	P	P	P	P	P			P	P
Nursing Home								C	C	C	C	C							C	
Park, Playground, Fairground	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Private Care, Public School	C	C	C	C	C	C	C	C	C	C	C	C							C	
Private Country Club	C	C						C	C	C	C	C	C	C	C	C	C		C	C
Public Admin. Offices	C	C	C	C	C	C	C	C	C	C	P	P	P	P	P	P	P	P	P	P
Public School	C	C	C	C	C	C	C	C	C	C	C	C							C	
Residential Facility for Elderly	C	C	C	C	C	C	P	P	P	P									C	
Residential Facility for Persons w/ a Disability - Large							C	P	P	P									C	C
Residential Facility for Persons w/ a Disability - Small	P	P	P	P	P	P	P	P	P	P									C	C

P = Permitted C = Conditional

# TABLE OF LAND USE REGULATIONS

TABLE 6-1

TABLE 6-2

	A	R-S	R-1-6	R-1-8	R-1-10	R-MH	R-2	R-M1	R-M2	R-H	B-RP	P-B	CP-1	CP-2	CP-3	C-H	M-1	M-2	MU	MU-TOD
UTILITY RELATED SERVICES																				
Commercial Radio or TV Trans. Station											C			P	P	C	P	P		
Electric Power Plant															C	C	P	P		
Electric Substation	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	C	P	P	C	C
Fire Station	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	P	P	P	C	C
Gas Metering & Transmission Station	C	C	C	C	C	C	C	C	C	C	P	C	P	P	P	P	P	P	C	C
Local Utility Distribution Line	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Radio, TV, or Microwave Tower	C										C	C	C	C	P	P	P	P	C	C
Railroad Tracks & R.O.W.	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		C	C
Sewage/Water Pumping/Control Station	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Telecommunications Facility at Community Uses	C	C	C	C	C	C	C	C	C	C							P	P		
Telecommunications Antenna, Roof Mounted at Community Uses	C	C	C	C	C	C	C	C	C	C					P	P	P	P		
Telecommunications Antenna, Wall Mounted at Community Uses	C	C	C	C	C	C	C	C	C	C					P			P		
Telephone Business Office											P	C	C	P	P	P	P	P	C	C
Telephone Switching, Relay & Transmission Equipment	C	C	C	C	C	C	C	C	C	C	C	C	C	P	P	P	P	P		
Public/Private Utility, Other than Listed	C										P	C	C	P	P	P	P	P	C	C
Utility Shops, Storage Yards & Bldgs.															C	C	P	P		C
Water Treatment Plant	C	C											C	P	P	C	P	P	C	C
Water/Waste Reservoir, or Storage Tank	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	P		
RECREATIONAL USES																				
Amusement, Arcade													C	C	C	C			C	C
Indoor Commercial Amusement													C	C	P	C	C	C	C	C
Outdoor Limited Comm. Amusement											C		C	C	C	C	C	C	C	C
Outdoor Commercial Amusement													C	C	C	C	C	C		
Amateur/Family-Sewn Club										C	C		P	P	P	C			C	C
Golf Course	C	C	C	C	C	C	C	C	C	C	C					C	C			
Theater, Indoor														P	P	P	C		C	C
Theater, Live											C		C	P	P	P			C	C
Theater, Outdoor															C	C	C			
AGRICULTURE AND RELATED USES																				
Agriculture	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P
Animal Keeping	P	P															P	P		
Beekeeping	P																	P		
Breeding or Raising of Animals for Food or Sale	P																	P		
Crop Production for Sale	P	P										P	P	P	P	P	P	P	P	P
Dairy	P	C																P		
Family Food Production	P	P															P	P		
Farm Industry, or Ranch	C	C																P		
Fur Farm	C																	P		
Home Use Orchard	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P		
Commercial Use Orchard	P	P										P	P	P	P	P	P	P	P	P

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# TABLE OF LAND USE REGULATIONS

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AUTOMOBILE RELATED USES																				
Major Auto Repair															C	C	P	P		
Auto Sales															C	C	C	C		
Car Wash													C	P	P	C	C	C	C	C
Comm. Parking Structure, Auto Only											C				C	C			C	C
Gasoline Sales (Wholesale)															C	C	C	C		
Gasoline Retail (No Repairs)													C	P	P	P	P	P	C	
Gasoline, Petroleum Products Storage															C	C	C	C		
Muffler or Brake Shop														C	C	P	P	P		
New & Reconditioned Auto Parts, Indoor														P	P	P	P	P		
Paint and Body Shop														C	C	C	C	C		
Seat Cover or Upholstery														P	P	P	P	P		
Service Station, Minor Repairs													C	P	P	P	P	P		
Storage of Autos, Travel Trailers														C	C	C	C	C		
Tire Sales														P	P	P	P	P		
Tire Recapping and Retreading Shop															C	C	P	P		
Towing Services																C	C	C		
Outdoor Truck Storage														C	C	C	P	P		
Truck/Trailer Rental														C	C	C	C	C		
Used Auto Part Sales, Indoor														C	C	C	P	P		
Wrecking or Salvage Yard for Auto Parts																		C		
INDUSTRIAL AND RELATED USES																				
Animal or Fowl Slaughter																		P		
Chemical & Plastic Manufacturing																		P		
Extraction of Soil, Sand, Gravel, Minerals, Gas, Petroleum, or Similar																		P		
Fabricated Textile Products																	C	P		
Food Products Manufacturing																	C	P		
Furniture Manufacturing														C	C		P	P		
Junk Yards																	C	C		
Industrial Services																	P	P		
Light Manufacturing Processes Which don't Emit Detectable Dust, Odor, Fumes or Gas Beyond the Boundary of the Property or Noise Above Ambient Level											C						P	P		
Metallic Products Manufacturing																		C		
Non-Metallic Products Manufacturing																	C	C		
Outdoor Storage														C	C	C	C	C		
Paper Products Manufacturing																	C	P		
Petroleum Products Manufacturing																		C		
Precision Instrument & Jewelry Mnfctrng											C				C	C	P	P	C	C
Recyclable / Salvage Yard																		C		
Storage of Sand, Gravel, Earth or Stone																		P		
Trucking Terminal															C	C	P	P		
Wholesale Trade & Warehousing															C	C	P	P		
Wood & Paper Manufacturing																		P		

P = Permitted C = Conditional

# TABLE OF LAND USE REGULATIONS

TABLE 6-1

TABLE 6-2

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RETAIL AND RELATED USES																				
Animal Clinic or Pet Hospital w/ Outdoor Pens	C														C	C	P	P		
Animal Clinic or Pet Hospital	C													C	C	P	P	P	C	
Antique or Collectable Shop													P	P	P	P	P	P	P	P
Art Supply Store											C		P	P	P	P	P	P	P	P
Bank, Credit Union, or Savings & Loan w/ Drive-In											C	C	P	P	P	P			C	C
Barber or Beauty Shop											P	C	P	P	P	P	P		P	P
Big Box Retail														C	C	C				
Book or Stationary Shop											P		P	P	P	P			P	P
Camera Shop													P	P	P	P			P	P
Convenience Store													C	C	C	C	C	C	C	C
Department or Discount Store													C	P	P	P			C	C
Fast Food Eating Establishment													C	C	C	C			C	C
Florist Shop													P	P	P	P			C	C
Furniture/Appliance Store													C	C	P	P	P	P	C	C
Garden Shop & Plant Sales, Nursery	C												C	P	P	C			C	C
Grocery Store													P	P	P	P			P	P
Handicraft, Art Object													P	P	P	P			P	P
Hardware Store													C	P	P	P	P		P	P
Hobby Shop													P	P	P	P	P	P	C	C
Kennels, Boarding															C	C	P	P		
Kennels, Daily Boarding & Extended Care	C																			
Kennels, Private	C	C																		
Laboratory, Medical or Dental											P	C	P	P	P	P			P	P
Laundry/Laundromat													P	P	P	P			P	P
Locksmith or Key Shop													P	P	P	P	P	P	P	P
Medical Appliance Fitting or Sale, Medical Pharmacy											P		P	P	P	P			P	P
Medical/Dental Clinic											P	P	P	P	P	P			P	P
Mortuary												C	C	P		C			C	
Music Store													C	P	P	P			P	P
Office, Professional or General Business											P	P	P	P	P	P	P	P	P	P
Optical Shop or Laboratory											C	C	P	P	P	P			P	P
Package Liquor Store													C	P	P	P			C	C
Pawn Shop														C	P	C				
Personal Custom Services, i.e Tailor etc.											C	C	P	P	P	P	P	P	P	P
Pet Shop, Small Animals, Birds & Fish													C	P	P	P			P	P
Pharmacy											P		P	P	P	P			P	P
Recreation Center											C	C	C	P	P	P			C	C
Repair for TV, Radio, Appliance or Similar													C	P	P	P	P	P	C	C
Restaurant											C		P	P	P	P	C	C	P	P
Retail Tobacco Speciality Business															C					
Leather Goods Sales and Repair													P	P	P	P	P	P	P	P
Specialty Food Stores, Retail Sales													P	P	P	P			P	P
Studio - Art, Photo, Dance, Music, Drama											C	C	P	P	P	P	C	C	P	P
Studio - Health, Exercise or Similar											C		P	P	P	P	C	C	P	P
Studio - Decorator & Display											C		P	P	P	P			P	P
Swap Meets															C	C	C	C		
Tavern, Bar, Private Club w/ Alcohol Sales															C	C			C	C
Title Loan, Payday Loan, Deferred Deposit Lending and Similar Bus.														C		C				
Variety Store													P	P	P	P			P	P

P = Permitted C = Conditional

# TABLE OF LAND USE REGULATIONS

TABLE 6-1

TABLE 6-2

	A	R-S	R-1-6	R-1-8	R-1-10	R-MH	R-2	R-M1	R-M2	B-RP	P-B	CP-1	CP-2	CP-3	C-H	M-1	M-2	MU	MU-TOD
COMMERCIAL AND RELATED SERVICES																			
Bakery, Wholesale																			
Bed and Breakfast	C	C					C	C	C		C			C	P	P	P	C	C
Building Materials Sales												C	C	P	P	P	P	C	C
Cabinet or Furniture Upholstery Shop													C	P	P	P	P	C	C
Cleaning, Laundry or Dyeing										C				C	P	P	P	C	C
Clothing or Similar Light Manufacturing													C	P	C	P	P	C	C
Contractor Storage Yard														C	C	P	P		
Dairy Processing or Ice Cream Plant																C	P		
Dance Hall or Night Club														C	C			C	C
Heavy Machine Storage, Sales or Repair														C	C	P	P		
Hotel or Motel										C				C	C			C	C
Kiosk												P	P	P	P	P	P	P	P
Laboratory, Scientific or Research										P				C	C	P	P	C	C
Lithography or Print Shop										P		C	P	P	P	P	P	C	C
Lumber Yard													C	C	C	P	P		
Maintenance or Repair Service for Bldgs														C	C	P	P		
Milk Depot												P	P	P	P	P	P	C	C
Mini-Storage Units													C	C	C	P	P		
Mixed Use Building																		C	C
Open Storage & Sales of Machinery and Appliances														C	C	C	C		
Paint Store												C	P	P	P	P	P	C	P
Plumbing Store												C	P	P	P	P	P	C	P
Pre-School										C	C	C	P	P	P	P	P	P	P
Railroad or Bus Passenger Station										C			C	C	C	P	P	C	C
Railroad Team Tracks, Freight Depot or Docks										C				C	C	P	P		
Seasonal Outdoor Vendor												P	P	P	P				
Single Event												P	P	P	P			P	P
Snow Shack												P	P	P	P			P	P
Storage Warehouse													C	C	C	P	P		
Street Vendor															P*			P	P
Tattoo Parlor															C				
Tent Vendor**												P	P	P	P			P	P
Trailer or Mobile Home Sales														P	P	P	P		
Transfer Storage Terminal														C	C	P	P		
Travel Trailer Park												C	P	P	C				C
Welding or Machine Shop														C	C	P	P		
Wholesale Office, Storage, Sales													C	C	C	P	P		

P = Permitted C = Conditional

\* Special requirements for businesses in this zone are available in 19.21.040

\*\* Special provisions for locations of each type of Tent Vendor are available in 19.21.050

## EXHIBIT C

### CONSENT AGREEMENT

This Consent Agreement (the "Consent Agreement") is made and executed by Layton City, a municipal corporation of the State of Utah ("City"), to and for the benefit of Zions First National Bank, a national banking association ("Lender").

Marie S. Adams Family Trust and City entered into an Agreement for Development of Land Between Layton City and Marie S. Adams Family Trust dated October 4, 2012, in connection with the development of certain improvements on real property located in Davis County, State of Utah (the "Collateral Agreement"). The interests of Marie S. Adams Family Trust as "Owner" under the Collateral Agreement were assigned to Legacy Cottages of Layton, LLC, a Utah limited liability company ("Borrower"), which assignment of Owner's interests thereunder was approved by City.

The Collateral Agreement is now being assigned by Borrower to Lender pursuant to a Collateral Assignment of Development Agreement dated the Closing Date and entered into between Lender and Borrower (the "Assignment of Collateral Agreement") in connection with a loan made by Lender to Borrower pursuant to a Construction and Term Loan Agreement dated the Closing Date (the "Loan Agreement"). Capitalized terms not defined in this Consent Agreement shall have the meanings given them in the Loan Agreement.

Notwithstanding anything to the contrary in the Collateral Agreement, including, without limitation, any express prohibition to, or limitation on, any assignment of the Collateral Agreement by any party to the Collateral Agreement, City hereby consents to, and approves the assignment by Borrower to Lender of the Collateral Agreement. Further, upon written notice from Lender to City that Lender has assumed the rights and obligations of Owner under the Collateral Agreement, City agrees to recognize and approve Lender as Owner under the Collateral Agreement for the unexpired term of the Collateral Agreement upon the same terms and conditions as set forth in the Collateral Agreement. Thereafter upon written notice from Lender that it has assigned the Owner interest under the Collateral Agreement to a successor or assign, City agrees to recognize such assignment and approve such successor or assign as "Owner" under the Collateral Agreement subject to the terms and conditions of the Collateral Agreement.

In addition, City hereby acknowledges and confirms the following:

1. As of the date hereof, the Collateral Agreement is not in default (in particular and not by way of limitation, there is no default as of the date hereof with respect to the time frame in the Collateral Agreement for commencement of construction);
2. City has approved of the assignment of Marie S. Adams Family Trust interests to Borrower as Owner and the Assignment of the Collateral Agreement to Lender.

During the term of the Loan, until Lender has recorded a release of all of Lender's interest in the real property encumbered by the Collateral Agreement, City agrees to give written notice of any breach or default by Borrower under the Collateral Agreement to Lender, contemporaneously with delivery of such notice to Borrower, at the following address for Lender:

Zions First National Bank  
One South Main Street, Suite 470  
Salt Lake City, Utah 84133  
Attn: Real Estate Banking Group Manager

Further, City agrees to provide Lender a reasonable opportunity (but not the obligation), to cure any breach or default by Borrower under the Collateral Agreement before, and as a condition to, City exercising any of City's remedies for breach or default under the Collateral Agreement. For purposes of this Consent Agreement, "a reasonable opportunity" to cure shall mean a period of time at least equal to the cure period afforded to Borrower as Owner under the Collateral Agreement, including without limitation any extension periods that would ordinarily be granted thereunder to Owner as well as any additional cure period afforded an assignee under Section 6.4 of the Collateral Agreement.

In the event City unintentionally fails timely to provide notice to the Lender as specified in this Consent Agreement then, so long as City rescinds and nullifies any declared breach or default, and further, rescinds and nullifies any resulting remedies exercised by City under the Collateral Agreement for a period of time sufficient to allow Lender a reasonable opportunity to cure such breach or default (such period beginning once Lender is actually provided its notice under this Consent Agreement), then City shall incur no liability for such failure to timely notify Lender of a breach or default under this Consent Agreement.

City expressly acknowledges and agrees that the Assignment of Collateral Agreement shall not operate to place responsibility upon Lender, its successors or assigns for the performance or carrying out of any terms and conditions of any agreements between Borrower and City, including without limitation, the performance of any obligations associated with or arising under the Collateral Agreement unless and until Lender (or its successors or assigns as the case may be) provides written notice to City that it has assumed the rights and obligations of Owner under the Collateral Agreement. For purposes of this Agreement, the City's address for notice is:

Layton City Corporation  
437 North Wasatch Drive  
Layton, Utah 84041  
Attn: Alex R. Jensen, City Manager.

All notices, demands and requests required or permitted to be given under this Consent Agreement (collectively the "Notices") must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth in



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

**Item Number:** 5.C.

**Subject:**

Final Plat – The Villas at Harmony Place PRUD Phases 4, 5, and 6 – Approximately 525 South 2500 West

**Background:**

The applicant, Adams Company, is requesting final plat approval for The Villas at Harmony Place PRUD Phases 4, 5 and 6. The preliminary plat was approved by the Council on August 6, 2009. The proposed phases contain a total of 6.53 acres. Phase 4 has 12 lots on 2.20 acres, Phase 5 has 14 lots on 2.63 acres, and Phase 6 has 7 lots on 1.70 acres. The density for the combined phases is 5.05 units per acre. A portion of the acreage is to be common area for landscaped open space and trails.

The proposed phase will extend 525 South Street further west and create a connection with Harmony Drive, which connects to the future Layton Parkway. Temporary turnarounds will only be required at the end of Phases 4 and 5, but will not be required for Phase 6 because of the existing street connections.

As required per the preliminary plat approval, the developer is required to install a six foot solid vinyl fence along the south boundary of each phase. The color of the fence is to match the existing fencing and will need to be installed with the improvements of the street and utilities.

**Alternatives:**

Alternatives are to 1) Grant final plat approval to The Villas at Harmony Place PRUD Phases 4, 5, and 6 subject to meeting all Staff requirements as outlined in Staff memorandums; or 2) Deny granting final plat approval.

**Recommendation:**

On September 9, 2014, the Planning Commission unanimously recommended the Council grant final plat approval to The Villas at Harmony Place PRUD Phases 4, 5, and 6 subject to meeting all Staff requirements as outlined in Staff memorandums.

Staff supports the recommendation of the Planning Commission.



**COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT  
PLANNING DIVISION**

## Staff Report

**To:** City Council

**From:** Kem Weaver, Planner II

**Date:** October 2, 2014

**Re:** The Villas at Harmony Place PRUD Phases 4, 5, and 6 Final Plat

---

**Location:** Approximately 525 South 2500 West

**Zoning:** R-S PRUD (Residential Suburban with the planned residential unit development overlay)

**Background:**

The applicant, the Adams Company, is requesting to move forward with other phases within The Villas at Harmony Place PRUD development. The applicant is requesting final plat approval for three additional phases of this PRUD development, Phases 4, 5 and 6.

The preliminary plat was approved by the City Council on August 6, 2009. The proposed phases contain a total of 6.53 acres. Phase 4 has 12 lots on 2.20 acres, Phase 5 has 14 lots on 2.63 acres, and Phase 6 has 7 lots on 1.70 acres. The density for the combined phases is 5.05 units per acre.

A portion of the acreage for each phase is to be common area for landscaped open space and trails. The common area in this location of the overall PRUD will be completed with the development of these three phases. This will assist the developer of Phase 1B in finishing the common areas between the phases.

As required per the preliminary plat approval, the developer is required to install a six foot solid vinyl fence along the south boundary of each phase. The color of the fence is to match the existing vinyl fencing and will need to be installed with the improvements of the street and utilities.

The proposed phase will extend 525 South Street further west and create a connection with Harmony Drive, which connects to the future Layton Parkway. Temporary turnarounds will only be required at the end of Phases 4 and 5, but will not be required for Phase 6 because of the existing street connections.

**Staff Recommendation:**

Staff recommends final plat approval be granted subject to meeting all Staff requirements and DRC recommendations as outlined in Staff memorandums.

Engineering D.B.

Planning hw

Fire OS

**Planning Commission Action:** On September 9, 2014, the Planning Commission voted unanimously to recommend the Council grant final plat approval subject to meeting all Staff requirements.

The Commission asked for public comment. No public comments were given.



*Attention Engineers & Developers: Please do not resubmit plans until you have received comments from Layton City Fire Department, Parks Department, Engineering Division and Planning Division. You may expect to receive comments within 7-10 business days of a submittal and within 7 business days of a resubmittal. Thank you.*

## MEMORANDUM

**TO:** Dave Adams, [d2@8015466000.com](mailto:d2@8015466000.com)  
Andy Hubbard, [andyh@greatbasinengineering.com](mailto:andyh@greatbasinengineering.com)

**FROM:** Ryan Bankhead

**CC:** Building/Community Development Department/Fire

**DATE:** September 4, 2014

**RE:** The Villas at Harmony Place PRUD No. 4, 5, & 6 – Final Review 3<sup>rd</sup> submittal

I have reviewed the dedication plat, title report, cost estimate, and construction documents submitted on August 27, 2014 for the Villas at Harmony Place PRUD No. 4, 5, & 6 located at approximately 525 South 2300 West. The dedication plat and construction documents have been stamped **“APPROVED AS CORRECTED”**. An additional 4 sets of plans, stamped and signed by a PE must be submitted prior to scheduling a pre-construction meeting.

### Bonding

1. The cost estimate will be reviewed under a separate memorandum.

### Dedication Plat

2. A final title report will need to be submitted with each mylar.
3. A dedication plat for the pond/open space must be submitted for review.
4. The 10' PU&DE in phase 5 when scaled measures 12', this should be revised.

### Lighting

5. The lights and installation must be paid for prior to scheduling a pre-construction meeting. The light and installation cost for the SL-02 lights in phase 4 is \$2,830.00, phase 5 is \$2,830.00, and phase 6 is \$2,830.00. The developer will be responsible to install any transformers that may be needed for the lights.

### Storm Drain

6. Layton City will be responsible for the design, bid, and management of the construction of the regional detention basin, structures, grading and outfall pipe to 2700 West.
7. A landscape plan must be submitted to Planning for review and approval. Each Developer must submit a cash bond for their proportionate share of the landscaping costs of the open space.
8. The open space property must be dedicated to the HOA and the developers will be required to install the landscaping improvements and irrigation system to meet the open space requirements once the city completes the pond grading and structures. The pond should be completed in the fall of 2015.

9. On phase 4 the slope of the proposed 15" storm drain line (4.81%) between the proposed inlet box at STA 2+04.53 and the existing combo box at STA 2+01.70 in the 2525 West profile does not agree with the given invert elevations or the slope provided in the 525 South profile (4.23%).

#### **SWPPP**

10. On July 1, 2014 the State Division of Water Quality issued a revised General Permit for Discharges from Construction Activities. All new permits must meet the requirements of this newly revised permit. This permit is posted on the DWQ website at <http://www.waterquality.utah.gov/UPDES/docs/2014/07Jul/FinalSWConstructionGenPermit.pdf>.  
f. The developer will be required to obtain a UPDES Construction Storm Water Permit from the State for this site. A copy of this permit must be submitted to Layton City before a pre-construction meeting can be scheduled. The developer may be able to update the acreage of the previous phase by calling Monique Rodriguez with the DWQ at 801-536-4319.

#### **Water**

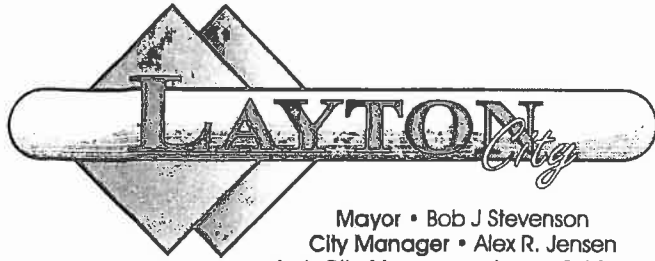
11. An approval letter from Kays Creek Irrigation should be submitted for the secondary water system.
12. It is understood that the proposed water line for all 3 phases is to be installed with phase 4.
13. For phase 6, an 11X17 utility plan must be submitted. These plans will be submitted to the Division of Drinking Water for approval See section 4 – Culinary Water Section item VII (D) located at: <http://www.laytoncity.org/public/Depts/PubWorks/downloads.aspx> and include a sanitary sewer and water crossing table with clearances.

#### **Exactions**

14. These phases are within the tri-lateral area. Water exaction fees of \$1,800 per acre-foot must be paid to Layton City prior to scheduling a pre-construction meeting. The number of acre-feet for phase 4 is 4 acre-feet, phase 5 is 5 acre-feet, and phase 6 is 3 acre-feet.

#### **General**

15. Temporary turn-a-round easements are required if the subsequent phases are not continued when phases 4 and/or 5 are complete.



Mayor • Bob J Stevenson  
City Manager • Alex R. Jensen  
Asst. City Manager • James S. Mason

• Fire Department •  
Kevin Ward • Fire Chief  
Telephone: (801) 336-3940  
Fax: (801) 546-0901

## MEMORANDUM

TO: Community Development, Attention: Julie Matthews

FROM: Dean Hunt, Fire Marshal

RE: Villas at Harmony Place Phases 4, 5 and 6 @ 700 South 2500 West

CC: 1) Engineering  
2) Andy Hubbard, [andyh@greatbasinengineering.com](mailto:andyh@greatbasinengineering.com)  
3) Dave Adams, [d2@8015466000.com](mailto:d2@8015466000.com)

DATE: February 11, 2014

I have reviewed the site plan submitted on January 30, 2014 for the above referenced project. The Fire Prevention Division of this department has no further comments or concerns at this time and **recommends granting final approval for this submittal.**

These plans have been reviewed for Fire Department requirements only. Other departments must review these plans and will have their requirements. This review by the Fire Department must not be construed as final approval from Layton City.

DBH/Villas at Harmony 4, 5 & 6:kn  
Plan #S14-017, District #42  
Project Tracker #LAY 1312051412





# Memorandum

**To:** Planning Commission  
**From:** Scott Carter, Parks Planner  
**Date:** September 5, 2014  
**Re:** The Villas at Harmony Place PRUD, Phase 6 Final, Updated –  
700 South 2500 West

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There doesn't appear to be any changes from the previous submittal of December 2013 that would be pertinent to the Parks & Recreation Department. The following input was given at that time, which remains applicable:

The Parks & Recreation Department will not be adversely impacted by The Villas at Harmony Place PRUD, Phase 6. These lots are south of the future Harmony Place Park and this phase of the development will not provide access or infrastructure to that park. We are looking forward to future subdivision phases that will provide those services.

## Recommendation

Parks & Recreation supports granting final approval to Phase 6 of The Villas at Harmony Place PRUD.

# CITY COUNCIL

October 2, 2014

The Villas at  
Harmony Place  
Phases 4, 5 and 6

Final Plat

## Legend

 City Boundary

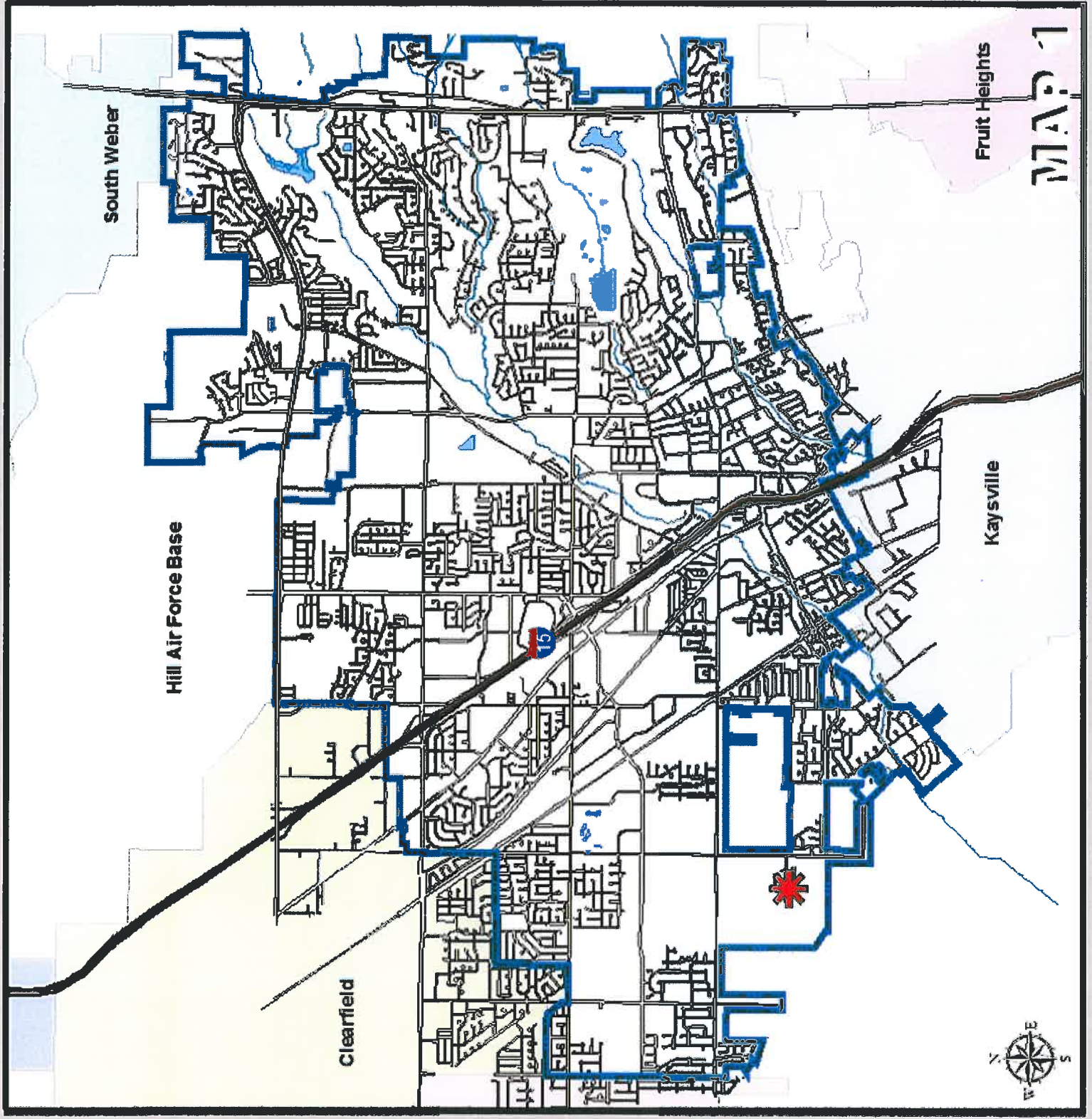
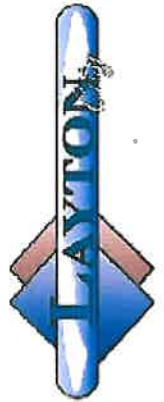
 Interstate 15

 Highways

 Lakes

 Streams

 - Project Site



MAP 1

# CITY COUNCIL

October 2, 2014

The Villas at Harmony Place  
Harmony Place  
Phases 4, 5 and 6

Final Plat

## Legend



City Boundary

Centerlines



Highways



Interstate 15



Streams

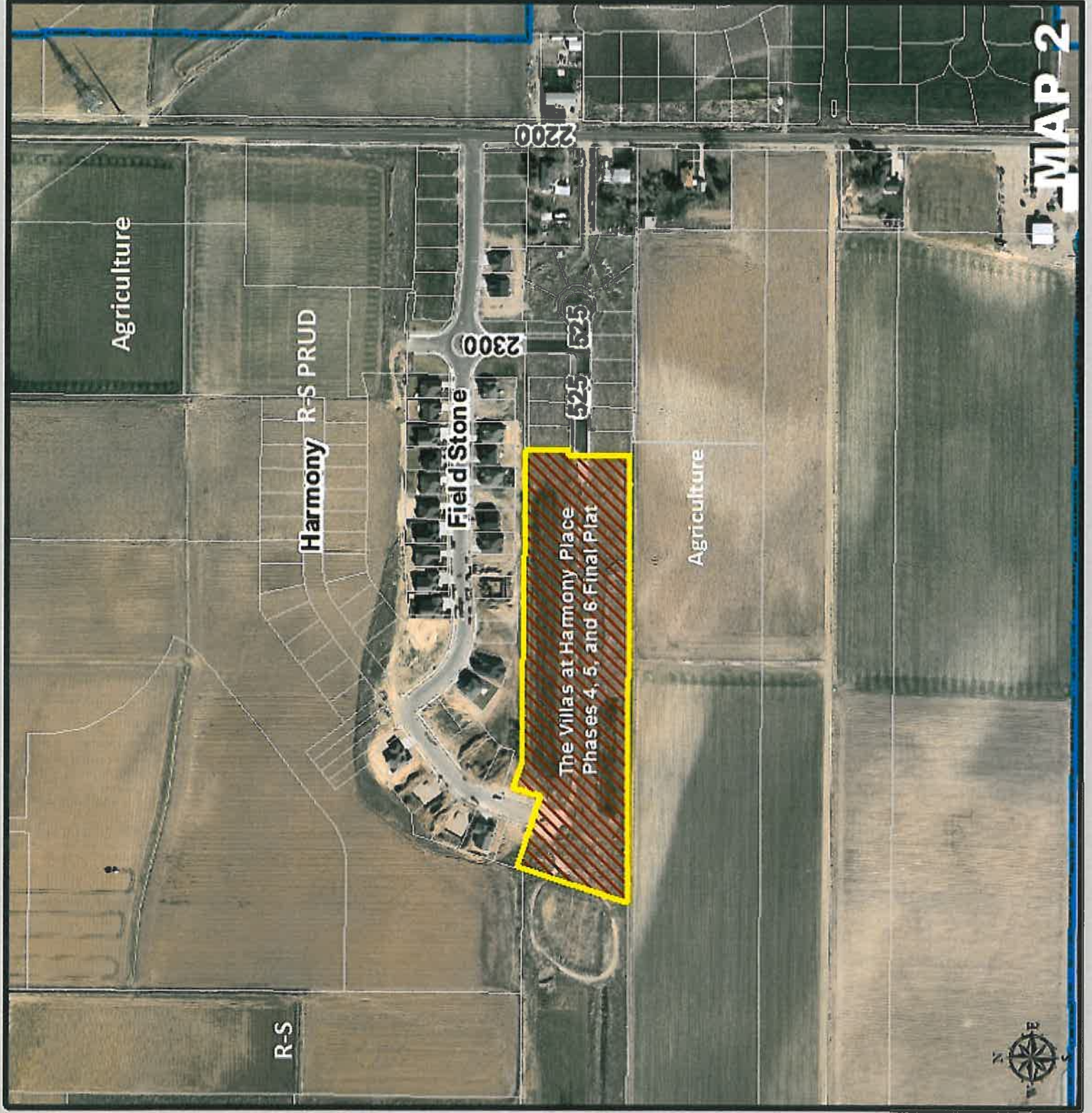


Lakes

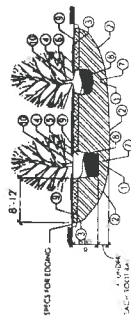
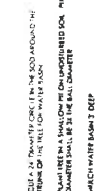


Project Area

1 inch = 330 feet



PLANT LIST:

[illegible][illegible]


A1 DECIDUOUS TREE PLANTING

2 SHRUB PLANTING NT5

### Planting Plan

**The Villa's At Harmony Place Phases 4, 5 & 6**

28 AUG 2014

**GREAT BASIN**  5746 SOUTH 1475 EAST BOON, UTAH 84403  
MIN1801397-4515, ELC18011521-0222 FAX1801392-75443  
WWW.GREATBASINENGINEERING.COM

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

**Item Number:** 5.D.

**Subject:**

Local Government Understanding and Agreement with Wasatch Front Regional Council (WFRC) for the Provision of Consulting Services with Envision Utah for the Growth Scenarios and Visioning Project - Resolution 14-67

**Background:**

Layton City is the recipient of a \$40,000 Program Award from the WFRC for planning assistance through the Local Planning Resource Program. The program award includes a commitment from the City for \$30,000 in matching funds (see Attachment C Budget, \$70,000 total cash) and a minimum of \$10,000 of in-kind staff hours to complete a Growth Scenarios and Visioning Project for the update of the City's General Plan. Resolution 14-67 authorizes the Mayor to sign a Local Government Understanding and Agreement with WFRC to engage Envision Utah for professional services. Envision Utah has extensive knowledge and experience in the modeling of growth scenarios, visioning, and public engagement.

It is proposed that Envision Utah will advise and assist the City and a Stakeholder Group in a six to eight month process including the development of public outreach materials, a baseline scenario and alternative growth scenario modeling, and meeting logistics for public workshops, online surveys, implementation plan and a vision summit (see Attachment B Scope of Work).

**Alternatives:**

Alternatives are to 1) Adopt Resolution 14-67 approving the Local Government Understanding and Agreement with Wasatch Front Regional Council for the Provision of Consulting Services with Envision Utah for the Growth Scenarios and Visioning Project; 2) Adopt Resolution 14-67 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 14-67 and remand to Staff with directions.

**Recommendation:**

Staff recommends the Council adopt Resolution 14-67 approving the Local Government Understanding and Agreement with Wasatch Front Regional Council for the Provision of Consulting Services with Envision Utah for the Growth Scenarios and Visioning Project.

**RESOLUTION 14-67**

**A RESOLUTION APPROVING A LOCAL GOVERNMENT UNDERSTANDING AND AGREEMENT WITH WASATCH FRONT REGIONAL COUNCIL (WFRC), FOR THE PROVISION OF CONSULTING SERVICES IN CONNECTION WITH THE CITY'S DEVELOPMENT OF A GROWTH SCENARIOS AND VISIONING PROJECT AS PART OF THE LOCAL PLANNING RESOURCE PROGRAM (LPRP) AGREEMENT.**

**WHEREAS**, Layton City is the recipient of a \$40,000 Program Award from the Wasatch Front Regional Council's (WFRC) Local Planning Resource Program (the "Program"); and

**WHEREAS**, said program award includes a commitment from the City for \$30,000 in matching funds and \$10,000 in in-kind staff hours to complete a Growth Scenarios and Visioning Project for the update of the City's General Plan; and

**WHEREAS**, said Growth Scenarios and Visioning Project involves professional assistance from WFRC Staff and a Professional Consultant (Envision Utah) to guide the City through a process to determine a preferred scenario, or vision, that will guide future growth and development of the City; and

**WHEREAS**, such a professional assistance is necessary to facilitate a stakeholder and public engagement process, including public workshops and surveys, that secure feedback from the community; and

**WHEREAS**, Envision Utah has demonstrated that they have specialized expertise in these areas; and

**WHEREAS**, the City desires to enter into an agreement with Wasatch Front Regional Council to contract with Envision Utah for the provision of these services; and

**WHEREAS**, Layton City and Wasatch Front Regional Council have agreed to certain terms for the provision of such services.

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

1. That the City adopt and approve the "Local Government Understanding and Agreement" as part of the Local Planning Resource Program Agreement, which is attached hereto and incorporated herein by this reference.
2. That the Mayor be authorized to execute said agreement.

**PASSED AND ADOPTED** by the City Council of Layton, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
ROBERT J STEVENSON, Mayor

ATTEST:

\_\_\_\_\_  
THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:

  
GARY R. CRANE, City Attorney

SUBMITTING DEPARTMENT:

  
WILLIAM T. WRIGHT, Director  
Community & Economic Development



## LOCAL PLANNING RESOURCE PROGRAM AGREEMENT

WASATCH FRONT REGIONAL COUNCIL

PROJECT NO: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

1. **CONTRACTING PARTIES:** This agreement ("Agreement") is between the Wasatch Front Regional Council, referred to as WFRC and the Consultant shown below, referred to as "CONSULTANT." THE LOCAL GOVERNMENT is in agreement with the CONSULTANT'S (1) executive summary, (2) detailed work plan, (3) project team / staffing plan, (4) approach, and (5) schedule.

Consultant Name: ENVISION UTAH  
Address: 254 South 600 East, Suite 201, SLC, UT 84102  
Phone Number: 801-303-1456

Legal Status of Consultant: \_\_\_\_\_

Fed ID No: \_\_\_\_\_

1. **REASON FOR CONTRACT:** The WFRC desires to supplement the work of its staff by engaging additional qualified assistance to complete the work required in the suggested time frame and the CONSULTANT is professionally qualified and willing to assist the WFRC with the work outlined in the Attachment A.
2. **PROJECT / CONTRACT PERIOD:** The project / Agreement will terminate on 10-01-15, unless otherwise extended or canceled in accordance with the terms and conditions of this Agreement.
3. **CONTRACT COSTS:** The CONSULTANT will be compensated a maximum amount for costs authorized by the Agreement as described in Attachment C.
4. **ATTACHMENTS:** Included as part of this contract are the following attachment  
Attachment A – Standard Terms and Conditions  
Attachment B – Scope of Work and Services To Be Provided by the Consultant  
Attachment C – Consultant Budget  
Attachment D – Local Government Understanding and Agreement

The parties below hereto agree to abide by all the provisions of this Agreement. IN WITNESS WHEREOF, the parties sign and cause this Agreement to be executed.

CONSULTANT

WASATCH FRONT REGIONAL COUNCIL

By: \_\_\_\_\_

BY: \_\_\_\_\_

Date: \_\_\_\_\_

DATE: \_\_\_\_\_

## CERTIFICATION OF CONSULTANT

I hereby certify that I, \_\_\_\_\_, am a duly authorized representative of the Consultant and that neither I nor the above CONSULTANT I hereby represent has:

- (a) Employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Agreement,
- (b) Agreed, as an express or implied condition for obtaining this contact, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) Paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Wasatch Front Regional Council, and the Federal Highway Administration in connection with this Agreement if it involves participation of Federal-Aid Funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
CONSULTANT Signature / Title

---

## CERTIFICATION OF THE WASATCH FRONT REGIONAL COUNCIL

I hereby certify that I am a duly authorized representative of the Wasatch Front Regional Council, and that the above CONSULTANT or its representative has not been required, directly, or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay, or agree to pay, to any firm, person, organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

\_\_\_\_\_  
Date

\_\_\_\_\_  
WFRC Signature / Title

# **ATTACHMENT A**

## **Standard Terms and Conditions**

### **1. Employment of ENVISION UTAH**

The WFRC hereby agrees to engage ENVISION UTAH, and ENVISION UTAH hereby agrees to perform the services identified in Attachment A based on the budget in Attachment C.

### **2. Scope of Services by ENVISION UTAH.**

ENVISION UTAH shall perform these services at the direction of WFRC in accordance with commonly accepted professional standards and to WFRC's satisfaction without increase or decrease in cost or fee payable to ENVISION UTAH. WFRC reserves the right to refine or amend these work tasks, as necessary.

### **3. Contract Changes.**

Changes to this Contract may be made at any time with the written approval of both parties. In the event that a proposed change in scope proposed by either party will result in an increase or decrease in the agreed contract price, ENVISION UTAH will notify WFRC before performing or amending such work. The parties will negotiate an appropriate price adjustment and will execute a modification to this contract before commencing or amending such work. Such modifications will be identified as Change Orders and will be numbered consecutively beginning with the number "1".

### **4. Project Oversight.**

WFRC will be responsible for supervisory project management, including approval of schedules and schedule changes, approval of ENVISION UTAH'S work, payment of invoices, and coordination with other Project participants. The WFRC Project Manager assigned to this Project is Wayne Bennion, Transportation Engineer.

### **6. Personnel.**

ENVISION UTAH represents that it has, or will obtain at its own expense, all personnel required to perform the services under this Agreement and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local laws to perform such services.

### **7. Subcontractors.**

ENVISION UTAH shall not employ subcontractors in performance of this work unless approved in writing by the WFRC.

### **8. Time Performance.**

The services of ENVISION UTAH are to commence immediately after the execution of this Agreement and shall be completed no later than October 1, 2015 (12) months from the date of this Agreement unless this date is extended by contract amendment. In the event ENVISION UTAH'S services are suspended, delayed, or interrupted for the convenience of the WFRC, no additional cost shall accrue and no additional compensation shall be made as a result of such suspension, delay or interruption.

9. Compensation.

It is hereby understood and agreed that ENVISION UTAH will provide services to the WFRC for a maximum cost of \$ 70,000 . For all services and materials pertinent hereto, ENVISION UTAH shall bill WFRC monthly at the specified billing rate for the actual number of hours worked by ENVISION UTAH employees and for other direct Project expenses at the rate specified in Attachment "A". ENVISION UTAH acknowledges that work under this contract may not result in expenditure of all funds authorized.

10. Method of Payment.

ENVISION UTAH shall submit an invoice to the WFRC Project Manager every month. Invoices must identify costs by work task and hours expended. Labor hours shall be directly traceable and supported by monthly time sheets, and such documentation shall be made available to the WFRC upon request. Copies of receipts, bills, or other documentation supporting direct charges shall be made available to the WFRC upon request. To avoid imposing undue hardship on ENVISION UTAH, the WFRC shall pay ENVISION UTAH for all undisputed accounts, shown on the invoice, as soon as possible after receiving the invoice.

11. Records.

ENVISION UTAH shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. ENVISION UTAH shall provide free access to such pertinent portions of books and records to the representatives of the WFRC at all proper times. The WFRC shall have the right to examine and audit the same, and to make transcripts therefrom as necessary and to allow inspection of all work data, documents, proceedings and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement. All accounting records shall readily provide a breakdown of costs charged to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

12. Products.

This contract is for such time and materials as may be necessary to complete the tasks identified in Attachment B.

13. Disputes.

It is WFRC's desire and intent to resolve any issues arising during the Project through informal means rather than through a formal process. If ENVISION UTAH and the WFRC Project Manager are unable to satisfactorily resolve an issue, it shall be referred to the WFRC Executive Director for resolution prior to commencing any formal disputes resolution.

The federal Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613) will govern all formal disputes. Formal disputes or claims will be submitted in writing to the WFRC Executive Director. All disputes will be adjudicated by WFRC. After exhausting these steps, ENVISION UTAH may proceed with litigation.

14. Termination of Agreement.

The WFRC shall have the right to terminate this Agreement by giving written notice to ENVISION UTAH of such termination and specifying the effective date thereof. In the event of termination or upon

completion of contractual obligation, all finished documents, data, studies, surveys, drawings, maps, photographs, and records prepared by ENVISION UTAH shall become the WFRC's property, and ENVISION UTAH shall be entitled to receive just and equitable compensation for any work completed to WFRC's satisfaction on such documents and other materials, said payment to ENVISION UTAH or reimbursement to the WFRC (whichever the case may be) shall be based upon the time and expense records required to be kept by ENVISION UTAH in accordance with paragraph 10 of this Agreement.

15. Law Abiding.

ENVISION UTAH shall observe and comply with all federal, state and local laws, ordinances or regulations affecting their employees, or those engaged by ENVISION UTAH on the project for the materials or equipment used or for the conduct of the work, and will procure all necessary licenses, permits and claims arising out of any acts of ENVISION UTAH occurring during this agency relationship.

16. Trust.

ENVISION UTAH represents that it has not employed or retained any company or person and that it has not paid, or agreed to pay, any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from award or making of this Agreement. For breach or violation of this warranty, the WFRC shall have the right to annul this Agreement without liability.

17. Certification Regarding Debarment, Eligibility, Indictments, Convictions or Civil Judgments.

ENVISION UTAH represents that it or any person associated therewith in the capacity of director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal Funds, except as may be noted, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency, nor has been in the last three years.

18. Certification Regarding Restrictions on Lobbying.

ENVISION UTAH represents that no appropriated federal funds will be used for activities precluded by Title 31 U.S.C, Section 1352. ENVISION UTAH hereby certifies compliance with this provision under this Project.

19. Interest of Members of WFRC and Others.

No officer, member or employee of the WFRC and no member of its governing body, and no other public official of the governing body of the locality or localities in which the Project is situated or being carried out who exercised any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

20. Findings Confidential.

No reports, information, data, or other Project materials given to, prepared, or assembled by ENVISION UTAH shall be made available to any individual or organization by ENVISION UTAH without the prior written approval of the WFRC, except as required by law or subpoena.

21. Publication, Reproduction and Use of Material.

No reports, maps or other documents produced under this Agreement shall be subject of an application for copyright by or on behalf of ENVISION UTAH. The WFRC shall have the authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement. Original documents, methodological explanations, drawings, designs, and reports generated by this Agreement shall belong to and be the property of WFRC in accordance with accepted standards relating to public works contracts. Any additional copies, not otherwise provided for herein, shall be the responsibility of WFRC.

Documents, including drawings and specifications, prepared by ENVISION UTAH pursuant to this Agreement are not intended or represented to be suitable for reuse by WFRC or others. Any reuse of completed documents, or use of partially completed documents, without written verification or concurrence by Consultant for the specific purpose intended will be at WFRC's sole risk and without liability or legal exposure to Consultant; and WFRC shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from re-use or misuse.

22. Limitation of Rights.

The services to be performed by ENVISION UTAH are intended solely for the benefit of the WFRC. Nothing contained herein shall confer any rights upon, or create any duties on, the part of ENVISION UTAH toward any person or persons not a party to this Agreement, including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

23. Hold Harmless.

ENVISION UTAH shall defend, indemnify and save harmless the WFRC, and its officers and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the WFRC, for any and all claims, demands, suits, actions, or proceedings, including workers' compensation claims, to the extent they result from or arise out of the sole tortuous or negligent acts, errors, or omissions of ENVISION UTAH, its agents, officers and employees.

The WFRC shall defend, indemnify and save harmless ENVISION UTAH, and its officers and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of ENVISION UTAH, for any and all claims, demands, suits, actions, or proceedings, including workers' compensation claims, to the extent they result from or arise out of the sole tortuous or negligent acts, errors, or omissions of the WFRC, its agents, officers, employees, or subcontractors.

24. Insurance.

ENVISION UTAH maintains, at its own expense, workers compensation, commercial general liability (professional liability @ \$500,000 per occurrence), and automobile liability insurance policies with limits at or above that which is reasonably required in the industry for comparable planning studies and will, upon request, furnish certificates of insurance to the WFRC.

25. Independent Contractor.

ENVISION UTAH shall be an independent contractor in the performance of services herein.

26. Notices.

Any notices required to be given in writing under this Agreement may be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service by certified mail addressed as follows, or through use of other mail courier services that can be adequately traced:

Robert Grow

Andrew Gruber

President

Executive Director

Envision Utah

Wasatch Front Regional Council

254 S. 600 E., Suite 201

295 North Jimmy Doolittle Road

Salt Lake City, UT 84102

Salt Lake City, UT 84116

27. Representative of WFRC.

The WFRC's representative in the performance, implementation, and administration of this Contract shall be the member of the WFRC staff designated to act on his behalf of the Executive Director as Project Manager for this Project as identified in paragraph 4 (Project Oversight) above. All direction and official communication to ENVISION UTAH shall be from such single source.

**ATTACHMENT B**  
**Scope of Work and Services**  
**to be provided by the Consultant**

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**SCOPE OF WORK DOCUMENTS:**

The following elements are the scope of work items to be completed

- (a) Approach
- (b) Detailed Work Plan
- (c) Project Team / Staffing Plan (including rate and hours per person)
- (d) Schedule
  - (1) Completion: All work shall begin with seven (7) days of the notice to proceed and shall be completed by DATE: October 1, 2015
  - (2) Project / Contract Period: The project / contract will terminate on DATE: October 1, 2015, unless otherwise extended or canceled in accordance with the terms and conditions of this contract. If additional time is required beyond the project completion date, the CONSULTANT shall submit a "Contract Time Extension Modification" to the WASATCH FRONT REGIONAL CONCIL for approval and processing.
- (e) Certification of Insurance

### **Layton Scope of Work**

Assumes biweekly strategic meeting with core staff/stakeholder chairs and regular meetings with stakeholders, including a technical group.

### **Months One-Three**

#### **1. Work Session**

- Half-day work session to develop a stakeholder map, a stakeholder engagement plan, a public engagement and publicity plan, a refined project scope/goals, a schedule, and branding options.
  - Layton will coordinate invitations and meeting logistics.
  - Envision Utah will provide “homework” assignments/resources in advance of the meeting.
  - Envision Utah will develop agenda with Layton staff, will facilitate the meeting and will participate in an advisory role.
  - Layton will follow up, creating final versions of the above-listed plans; Envision will provide feedback.
  - Layton staff executes stakeholder meeting invitations/schedules, etc.
- Layton/EU team deliverables:
  - completed meeting and follow up
  - stakeholder map and engagement plan, stakeholder chairs identified
  - public engagement and publicity plan
  - refined project scope/goals
  - schedule
  - branding options
  - invitations to participate out to stakeholders

#### **2. Envision Tomorrow Plus (ET+)**

- In person meeting and follow up meetings/calls to help prepare for modeling. There will be two parts to this task:
- Part 1: Based on the goals that Layton has for the vision effort, the team will anticipate the modeling/measurements that will be the most useful and the corresponding ET applications that will be the most helpful. The model should help the city explore the impacts of various choices on the things that matter most to the city and its residents. Knowing the desired “outputs” ahead of time will help the team to pull a small group of experts together for model calibration and will yield truly useful modeling. Technical advisors are helpful in calibrating the model.
- Part 2: The team will go through the process of pulling data; developing a constraint layer, a buildable lands layer, and redevelopment assumptions; calibrating ET applications, including the building and place type library in the ROI model; plugging all into ET.
  - If desired, Envision Utah will provide a clean data layer to work from.
  - Envision Utah will provide on the ground assistance with set up and get Layton staff started on the development of the baseline and baseline story.
  - Layton staff prepares baseline and baseline story; Envision Utah advises.
- Layton/EU team deliverables:
  - ET calibrated and ready for modeling
  - Baseline and baseline story developed

### 3. Stakeholder Kick-Off Meeting

- In person meeting to introduce project to a diverse group of Layton leaders and citizens and gain support and commitment to the visioning process.
- Meeting will include introducing scope, goals, schedule, branding options, and project context/initial baseline data and an opportunity for the group to weigh in and make the effort their own (e.g. branding options).
  - Envision Utah will assist with development of agenda and advise on and provide resources for meeting materials development.
  - Layton staff to manage meeting logistics and develop materials.
  - Envision Utah will facilitate meeting along with stakeholder chairs.
- Layton/EU team deliverables:
  - Completed meeting materials/meeting
  - Brand option selected

### 4. Project Brand and Web Presence

- Project brand refined and illustrated across letterhead, email, presentation templates and web site; website established.
  - Layton works with consultant or in-house staff to refine brand based on stakeholder input and to develop a project website; Envision Utah advises on brand, web pages needed, web content, etc.
- Layton/EU team deliverables:
  - Branding and initial website complete
  - Ongoing updates occur

### 5. Public Workshop Materials Developed

- This task includes determining the type of workshop desired and preparing all workshop materials, which may include: presentation/video, maps/exhibits, handouts, mapping exercise materials (base maps, chips, chip menus), publicity pieces, online survey, web update, publicity materials, etc.
  - Layton staff prepares workshop/online materials and executes publicity plan; Envision Utah provides sample materials and advises.

### 6. Stakeholder Workshop

- “Dry run” workshop:
  - employs/tests draft public workshop materials;
  - gets stakeholders excited about the public workshops;
  - provides stakeholders with opportunity to shape/adjust the workshop;
  - provides opportunities for stakeholders to sign up to volunteer during public workshops;
  - gets stakeholders committed to publicizing workshops across their networks.
- Envision Utah will assist with development of agenda and advise on and provide resources for meeting materials development. Layton staff to manage meeting logistics and develop materials; Envision Utah will advise.
- Layton/EU team deliverables:
  - Completed meeting
  - Refined workshop/online materials per stakeholder feedback
  - Stakeholder-driven publicity established

## Months Four-Five

### 8. Public Workshops (2) and Online Survey

- The public workshops and online survey provides Layton residents with opportunity to play an active role in envisioning the future of their city. They will learn about the importance of visioning to the city, learn about some of the issues facing the city, and brainstorm options for a path forward. Residents may participate in real time key pad polling and a mapping exercise to explore options.
- Envision Utah will assist with development of agenda and advise on and provide resources for meeting materials development. Layton staff to manage meeting logistics and develop materials. (largely done in tasks above)
- Envision Utah will facilitate the meeting, with the assistance of stakeholder chairs/stakeholders. Envision Utah will train stakeholder volunteers.
- Layton/EU team deliverables:
  - Completed public workshops (2) and online survey

### 9. Stakeholder Theming Meeting

- The meeting enables stakeholders to review public input, synthesize information, and identify themes in regard to key issues that can be explored in scenarios. Before the meeting Layton staff, with assistance from Envision Utah, will conduct analysis of public meeting data, develop summary data (e.g. GIS composite maps, survey cross tabs, etc), and create materials that allow stakeholders to participate in an efficient, informative and productive theming exercise. This meeting enables stakeholders to see first hand the nexus between public input and the scenarios that are developed. Later, residents will recognize their ideas embodied in the scenarios under consideration at the choosing meetings.
- Envision Utah will assist with development of agenda and advise on and provide resources for meeting materials development. Layton staff will manage meeting logistics and develop materials. Envision Utah will facilitate meeting along with stakeholder chairs.
- Layton/EU team deliverables:
  - Completed stakeholder meeting
  - Themes for scenarios developed

### 10. Scenario Development

- Based on theming exercise and technical/expert data, scenarios are developed that reflect public input and explore a range of choices for the future. The development of scenarios includes modeling the impacts of various choices on the things that matter most to Layton residents. These choices and their impacts can be compared with each other and with the baseline in evaluating preferences for a vision for the city. Technical advisors are helpful in scenario refinement and critique.
  - Layton staff builds technical scenarios and presentation-quality illustrations of scenario implications; Envision Utah advises.
- Layton/EU team deliverables:
  - Illustrated alternative scenarios

### 11. Public Choosing Materials Developed

- Presentation-quality materials are developed to illustrate the project process and the scenarios and their impacts. Materials may include: presentations, maps/exhibits, web pages, online survey, publicity pieces, etc.

- Layton staff develops presentation and choosing meeting/online materials and executes publicity plan; Envision Utah provides resources and advises.

## 12. Stakeholder Choosing Meeting

- “Dry run” choosing meeting:
  - employs/tests draft public choosing meeting materials;
  - gets stakeholders excited about the public choosing meeting;
  - enables stakeholders to see connection between scenarios and ideas explored by the public;
  - provides stakeholders with opportunity to shape/adjust the meeting;
  - provides opportunities for stakeholders to sign up to volunteer during choosing meetings;
  - gets stakeholders committed to publicizing choosing meetings across their networks.
- Envision Utah will assist with development of agenda and advise on and provide resources for meeting materials development. Layton staff to manage meeting logistics and develop materials. (largely complete in above task)
- Envision Utah will facilitate meeting along with stakeholder chairs.
- Layton/EU team deliverables:
  - Completed meeting
  - Refined choosing meeting/online materials per stakeholder feedback
  - Stakeholder-driven publicity established

## 13. Public Choosing Meeting and Online Survey

- Public choosing meeting and online survey enables Layton residents to weigh in on options for the future of their city and see first hand the ideas initially explored by the public in the workshops embodied in scenarios. The scenarios teach trade-offs relative to various choices and help resident make informed decisions, as they will gain an understanding of the impacts of the choices that they could make in regard to their city. Feedback generated in the choosing meeting and survey will be used to create the vision for Layton.
- Envision Utah will assist with development of agenda and advise on and provide resources for meeting materials development. Layton staff to manage meeting logistics and develop materials. (largely complete in above tasks)
- Envision Utah will facilitate meeting along with stakeholder chairs.
- Layton/EU team deliverables:
  - Completed meeting and online survey

## Months Six-Eight

## 14. Stakeholder Vision Theming Meeting

- Meeting enables stakeholders to review public input, synthesize information, and identify preferences in regard to key issues that should be embodied in the vision, vision principles, and vision scenario. Before the meeting Layton staff, with assistance from Envision Utah, will conduct analysis of public meeting data, develop summary data (e.g. survey cross tabs, etc.), and create materials that allow stakeholders to participate in an efficient, informative and productive theming exercise. This meeting enables stakeholders to see first hand the nexus between public input and the vision document that is developed. Later, residents will recognize their hopes embodied in the vision.

- Envision Utah will assist with development of agenda and advise on and provide resources for meeting materials development. Layton staff will manage meeting logistics and develop materials. Envision Utah will facilitate meeting along with stakeholder chairs.
- Layton/EU team deliverables:
  - Completed stakeholder meeting
  - Themes for vision materials identified

#### 15. Vision Development

- Based on stakeholder theming work, a draft vision statement, principles, and scenario is developed. Vision scenario impacts are tested and evaluated for desired outcomes; scenario revisions are completed to embody the hopes of residents and yield desired outcomes. Technical advisors are helpful in vision scenario refinement and critique.
  - Layton staff builds technical scenario and impacts, vision statement, vision principals; Envision Utah advises.
- Layton/EU team deliverables:
  - Draft vision

#### 16. Vision Summit Materials Developed

- Draft vision summit materials are developed for review of the stakeholder group before the public summit. This includes polishing and illustrating the vision statement, vision principles, vision scenario, and vision scenario impacts. It may also include the development of a potential framework for vision implementation.
  - Layton staff develops presentation and summit meeting/online materials and executes publicity plan; Envision Utah provides resources and advises.
- Layton/EU team deliverables:
  - Summit meeting materials

#### 17. Stakeholder Vision Review/Vision Summit Preview Meeting

- The meeting:
  - provides stakeholders with opportunity to provide feedback on draft vision materials;
  - employs/tests draft summit meeting materials;
  - gets stakeholders excited about the vision summit meeting;
  - enables stakeholders to see connection between preferences expressed in the town hall meeting and ideas explored by the public;
  - provides stakeholders with opportunity to help refine the draft vision and summit flow;
  - provides opportunities for stakeholders to sign up to volunteer during the summit;
  - gets stakeholders committed to publicizing the summit across their networks.
- Envision Utah will assist with development of agenda and advise on and provide resources for meeting materials development. Layton staff to manage meeting logistics and develop materials. (largely complete in above task)
- Envision Utah will facilitate meeting along with stakeholder chairs.
- Layton/EU team deliverables:
  - Completed meeting
  - Refined vision/vision summit materials per stakeholder feedback
  - Stakeholder-driven publicity established

#### 18. Vision Summit

- Meeting is a social celebration of the vision established by Layton residents and sets the stage for vision implementation. The meeting should be led by Layton stakeholders with Envision Utah staff providing support. The summit should enable residents to understand the public process and the connection between what the public said in the process and the vision that was created. It should clearly define the vision and its merits and create excitement about the future of the city. The vision expressed should give clarity about where the city is headed and how leaders and citizens can work together to realize common hopes.
- Envision Utah will assist with development of agenda and advise on and provide resources for summit materials development. Layton staff will manage meeting logistics and develop materials. (largely complete in above tasks)
- Envision Utah will assist with meeting facilitation but anticipates major roles for stakeholder leaders.
- Layton/EU team deliverables:
  - Completed summit

#### 19. Vision document or online presence developed

- Vision document or online presence developed that:
  - Summarizes the public process
  - Summarizes the results of the process
  - Illustrates the vision developed
  - Identifies a general implementation framework or plan (It may lay out in a general way the “bones” of a more specific plan developed by the city and stakeholders. The specific plan may include implementation strategies, key partners, funding options, etc.)
  - Inspires a sense of pride in the city and its future

## ATTACHMENT C

### Budget

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		GRAND TOTAL \$	70,000
		FEES	EXPENSES
Month	DELIVERABLES	\$ 68,500	\$ 1,500
Month 1	Work Session		
	a. Meeting advising/preparation	\$ 3,100	\$ -
	b. Meeting participation/follow up	\$ 1,900	\$ -
	ET+	\$ -	\$ -
	Help prepare for modeling (advise on pulling data, developing		
	a. constraint layer, buildable lands layer, redevelopment		
	assumptions, calibration of library)	\$ 2,400	\$ -
	a. Advising on baseline and baseline story development	\$ 2,400	\$ -
Months 2-3	Stakeholder Kick-off		
	Meeting	\$ -	\$ -
	a. Meeting advising/preparation	\$ 1,500	\$ -
	b. Meeting facilitation/follow up	\$ 2,500	\$ -
	Project Brand and		
	Web Presence	\$ -	\$ -
	a Advising on web template and content	\$ 600	\$ -
	b Build and publish website (EU?)	\$ -	\$ -
	Public Workshop		
	Materials		
	Developed	\$ -	\$ -
	a. Advising on workshop materials and execution of publicity plan	\$ 2,400	\$ -
	a. Website update	\$ -	\$ -
	Stakeholder		
	Workshop Dry Run		
Month 4-5	Meeting	\$ -	\$ -
	a. Meeting advising/preparation	\$ 2,100	\$ -
	b. Meeting facilitation/follow up	\$ 2,700	\$ -
	Public Workshops		
	(2) and Online		
	Survey	\$ -	
	a. Meeting advising/preparation	\$ 4,100	\$ -
	b. Meeting facilitation/follow up	\$ 4,900	\$ -
	Stakeholder		
Month 6-7	Theming Meeting	\$ -	\$ -
	a. Meeting advising/preparation	\$ 1,300	\$ -
	b. Meeting facilitation/follow up	\$ 1,700	\$ -
	Scenario		
	development	\$ -	\$ -
	a. Advising on development of technical scenarios	\$ 4,800	
	b. Advising on illustrating scenarios and scenario implications	\$ 800	
	Public choosing		
	materials developed	\$ -	\$ -
	Advising on public choosing materials and execution of publicity		
	b. plan	\$ 1,300	\$ -
	a. Website update	\$ -	\$ -
	Stakeholder Dry Run		
	Meeting	\$ -	\$ -
	a. Meeting advising/preparation	\$ 1,300	\$ -
	b. Meeting facilitation/follow up	\$ 2,000	\$ -

		GRAND TOTAL	\$	70,000
		FEES		EXPENSES
Month	DELIVERABLES	\$	68,500	\$ 1,500
	Public Choosing Meeting (2) and			
Month 8	Online Surrvey	\$	-	
	a. Meeting advising/preparation	\$	2,700	\$ -
	a. Website update	\$	-	\$ -
	b. Meeting facilitation/follow up	\$	4,000	\$ -
Month 9-10	Stakeholder Vision Theming Meeting	\$	-	
	Meeting advising/preparation theming for vision statement,			
	a. principles, and scenario	\$	1,300	\$ -
	b. Meeting facilitation/follow up	\$	2,100	
	Vision Development	\$	-	\$ -
	a. Advising on development of vision scenario	\$	2,100	
	b. Advising on illustrating scenaios and scenario implications	\$	1,100	
	Vision Summit Materials Development	\$	-	\$ -
	b. Advising on vision materials and execution of publicity plan	\$	1,300	\$ -
	a. Website update	\$	-	\$ -
	Stakeholder Vision Summit Dry Run Meeting	\$	-	\$ -
	a. Meeting advising/preparation	\$	1,300	\$ -
	b. Meeting facilitation/follow up	\$	2,700	\$ -
Month 11	Vision Summit	\$	-	
	a. Meeting advising/preparation	\$	4,100	\$ -
	b. Meeting facilitation/follow up	\$	2,000	\$ -

# ATTACHMENT D

## Local Government Understanding and Agreement

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### CONSULTANT INFORMATION

Consultant Name: Envision Utah  
Contact Person: Christie Oostema, Planning Director  
Contact Address: 254 South 600 East, Suite 201, SLC, UT 84102  
Contact Phone: 801-303-1456

The LOCAL GOVERNMENT has reviewed the consultant's qualifications, scope of work, schedule, budget, and deliverables and agrees with such.

Further, the LOCAL GOVERNMENT is committed to working with both the CONSULTANT and the WFRC to make this effort a success.

Further, the LOCAL GOVERNMENT will provide all needed support and assistance as outlined in the scope of work.

A LOCAL GOVERNMENT representative, listed above or otherwise modified in writing, will manage the project with support and assistance from WFRC and will provide periodic updates of the project's progress to the LOCAL GOVERNMENT governing body, appointed boards or commissions, and interested LOCAL GOVERNMENT stakeholders.

WFRC will compensate the consultant pursuant to the terms of the Agreement, with review and consultation from the LOCAL GOVERNMENT.

Finally, it is understood that the governing body of the LOCAL GOVERNMENT will in earnest consider the final products for formal adoption.

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Date

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Mayor

Approved as to Form

By   
Date 9/23/2014