

**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 November 6, 2014.**

AGENDA ITEMS:

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

- A. Minutes of Layton City Council Work Meeting - September 18, 2014
- B. Minutes of Layton City Council Meeting - September 18, 2014
- C. Minutes of Layton City Council Meeting - October 2, 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. Ratification and Acceptance of a Perpetual Right-of-Way Easement from Pacificorp, dba Rocky Mountain Power - West Extension of Layton Parkway – Resolution 14-69
- B. Off-Premise Beer Retailer License – 7-Eleven Store #23550 C – 1998 North Main Street
- C. On-Premise Restaurant Liquor License - Red Lobster Hospitality LLC, Red Lobster (Layton) #0674 - 979 North 400 West
- D. Final Plat – Old Farm at Parkway Subdivision Phases 3 and 4 – Approximately 850 West 850 South
- E. Development Plan – WinCo Foods – Approximately 200 South Fort Lane

6. PUBLIC HEARINGS:

- A. Annexation Request – Eric Martz – Annexation of Property and Annexation Agreement – Ordinance 14-21 and Resolution 14-70 – 1242 East Pheasant View Drive
- B. Annexation Request – Daniel’s Canyon – Annexation and Rezone – Ordinances 14-23 and 14-24 – Approximately 1300 North 3300 East

7. PLANNING COMMISSION RECOMMENDATIONS:

8. NEW BUSINESS:

9. UNFINISHED BUSINESS:

10. SPECIAL REPORTS:

ADJOURN:

Notice is hereby given that:

- A Work Meeting will be held at 5:30 p.m. to discuss miscellaneous matters.
- 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.

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**MINUTES OF LAYTON CITY
COUNCIL WORK MEETING**

SEPTEMBER 18, 2014; 5:30 P.M.

**MAYOR AND COUNCILMEMBERS
PRESENT:**

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

STAFF PRESENT:

**ALEX JENSEN, GARY CRANE, BILL WRIGHT,
KENT ANDERSEN, PETER MATSON, 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:

**ANNEXATION REQUEST – ERIC MARTZ – ACCEPTANCE OF THE REQUEST – 1242 EAST
PHEASANT VIEW DRIVE – RESOLUTION 14-65**

Bill Wright, Community and Economic Development Director, said this was an annexation request from Eric Martz, the owner of an assisted living facility located at 1242 East Pheasant View Drive. He identified the property on a map. Bill said the facility was approved in 2010 and the annexation area was a landlocked parcel that had been de-annexed from Kaysville. He said this would allow for expansion of the facility; the proposal was to add 15 new beds to the facility. Bill said the annexation didn't require the normal petition process because it was part of a landlocked peninsula.

Councilmember Brown asked if this property was part of a marshland that was in the area.

Bill said no. He identified the property on a map and the marshland area on the map, which was across the street and to the north.

Councilmember Brown asked if there had been any issues with the facility or complaints from the neighbors.

Bill said no.

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Mayor Stevenson asked how this type of use was ever approved in this area; had there been much debate.

Peter Matson, City Planner, said there was not much concern from the neighbors.

Bill said these were conditional uses allowed in all zones. He said they were typically a very quiet use.

Gary Crane, City Attorney, said these uses were protected under the Fair Housing Act.

ANNEXATION REQUEST – RIVER RIDGE PARTNERS, LC – ACCEPTANCE AND CERTIFICATION OF THE PETITION – APPROXIMATELY 1300 NORTH 3300 EAST – RESOLUTIONS 14-60 AND 14-61

Bill Wright said this was an annexation request from River Ridge Partners, LC, for property in the Daniel's Canyon Subdivision area.

Councilmember Freitag arrived at 5:35 p.m.

Bill said in 1998 there was an annexation in this area. He said it took several years for the subdivision to proceed through the development process because of the hillside and extensive review by the Planning Commission and Council. Bill said since approval in 2002 the developer had been working on getting the infrastructure in, and recently when the plat was taken to the County for recording, it was discovered that part of the plat was outside the City's boundary. He said there were three small areas of property included on the plat that did not align with the City's boundaries. Bill said this annexation would correct that oversight. He said the plat would not change.

Councilmember Day asked if the eastern boundary was forest service property.

Bill said yes.

Councilmember Brown asked if Neil Wall's personal property would be left as an island; would he have to annex into the City.

Bill said Mr. Wall would not have to annex into the City; his property would remain in the unincorporated County.

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Gary Crane said it wasn't an island because the property to the south was still in unincorporated County.

LAYTON GROWTH SCENARIOS AND VISIONING PROJECT

Peter Matson said Staff wanted to give the Council an update on the growth scenarios and visioning project that had been in the process for a few months. He said the City had been working with the Wasatch Front Regional Council (WFRC) through their local planning resource program, which was a technical assistance funding program where they provided local municipalities with assistance to do planning projects. Peter said the City was one of three communities in the County that was awarded funding. He said in trying to develop a product that would be useful to the City, Staff had approached Envision Utah about their services in helping guide Staff through the process. Peter said the City had negotiated an agreement with WFRC, and Envision Utah, to fund a project that would take about eight months to complete.

Peter said the goal was to create an impactful vision that would influence how the City grew; including the economy, the transportation system, and open space. He said it would be meaningful, strategic, functional, and would help provide a visual cohesion for the City in the future. Peter said in the end, the goal was to have an implementation strategy that would guide how all the pieces fit together to make Layton a great place. He said Envision Utah was very impressed with what Layton City had on the ground and with the City's economic development efforts in terms of commercial and residential growth.

Peter said WFRC had agreed to provide additional funding. He explained Envision Utah's involvement and the process for developing the visioning project. Peter said the project would guide how the City would grow into the future. He said it would involve public workshops to get community involvement, including online surveys. Peter said the ultimate goal would be updating the City's General Plan based on the visioning project findings.

Councilmember Petro asked about funding; what was the obligation on the City level for getting the funding.

Peter said it was an upfront obligation. He said \$70,000 would be split with WFRC contributing \$40,000 and the City contributing \$30,000, plus Staff time.

Councilmember Petro said she had been involved in these in the past and found them to be very helpful.

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She said it was important to draw input from a broad base of citizens.

Mayor Stevenson said the City was one of three cities that would be receiving funding in the County.

Peter said Staff would be bringing a resolution to the Council on October 2nd to authorize the agreement with WFRC and Envision Utah.

Bill said one of the first important steps in the process would be to identify the stakeholder group. He said it would be important to have a wide variety of people throughout the entire community, and people that would want to commit to be involved in the project. Bill said the City would need to use Envision Utah's time wisely.

Councilmember Petro asked if the Council and Planning Commission would be part of the stakeholders.

Bill said definitely. He said the stakeholder group could be as large as 50 to 60 people. Bill said the goal would be to get at least 200 people at the public workshops. He said the stakeholders could network with others in the community to get them to the public workshops.

MAYOR'S REPORT

Mayor Stevenson asked the Council if it would be feasible to get together after the Council meeting in two weeks for a closed session to discuss Alex's contract.

Consensus was to have a closed session in two weeks.

Mayor Stevenson indicated that the City was in ongoing discussions with WinCo.

Mayor Stevenson said the City was continuing to try to work through the issues and decisions relative to putting the UTOPIA question on a ballot.

Mayor Stevenson said relative to Robins Drive, the City had met with hospital people and would be meeting with Tanner Clinic in the next week or so.

Mayor Stevenson mentioned the F-35 carving in the lobby.

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Mayor Stevenson said Davis County had put a bid in to be one of the courses for the Tour of Utah road race next year. He said it would very likely go through Layton.

Mayor Stevenson said the traffic study would be discussed again in two weeks. He said there had been tentative discussions with UDOT about the location of the off-ramp.

Mayor Stevenson said Scott Carter would be brought over in the next couple of weeks to work on special projects. He said Scott would be the resource for the Council to use if they had items they wanted to pursue or items they wanted studied. Mayor Stevenson said the Council could utilize Scott's talents.

Mayor Stevenson said the City and the burn plant were working on placement of a new road into the land fill.

Mayor Stevenson said he thought the League meetings this last week were very positive. He said it was a well organized convention.

Councilmember Petro mentioned a pop-up community idea she learned about at the League conference. She suggested a couple of ideas for the City.

Mayor Stevenson said he had a discussion with the mall manager; things were going very well at the mall.

Alex Jensen, City Manager, said historically new full-time positions had been approved by the Council, which was important to continue to do. He said the Strategic Projects Manager Position used to be in Administration, but was transferred to Parks and Recreation a few years ago. Alex said that position would be recreated in Administration; the Parks Planner position would stay in Parks and Recreation and that position would need to be filled given all the things that were going on with parks. He said he wanted the Council to be clear that there would be a cost associated with that; the overall increase to the budget would be approximately \$70,000 to \$80,000. Alex said Council would need to approve that additional position. He asked if there were any concerns about that.

Councilmember Day said Scott Carter's current position would need to be filled by someone else.

Alex said yes; the position would need to remain in Parks and Recreation because of the demand. He said Scott Carter was the only landscape architect they had.

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Mayor Stevenson asked who was in that position before Scott.

Alex said Brock Hill had been a landscape architect.

Councilmember Freitag asked if there was a lot of landscape architect work done.

Alex said yes; it was a landscape architect/park planner position. He said they did designs on potential park sites and trails; it was a catch-all position in Parks and Recreation. Alex said Dave Price understood the need for the transition, but was very concerned about the position being filled given all the projects they were currently working on.

Councilmember Brown said she understood Scott had been working on the roundabouts and improvements on Highway 89.

Alex said the position was involved in anything to do with planning or visioning in Parks and Recreation. He said this included parks property; development of parks; conference center walkways; trail systems; etc.

Councilmember Day asked if this was all done in house.

Alex said generally the City tried to do it in house. He said occasionally if there was something specific that required some special expertise, the City may hire someone under a professional services contract, but generally the City tried to accommodate all that in house as it was more cost effective to do that.

Councilmember Brown said Scott also helped with other things within the Parks and Recreation Department.

Councilmember Petro said her concern was that this was more than what she thought it would be to have an assistant.

Councilmember Freitag said it was not what he expected either. He said he didn't know that they would be vacating a position and having to hire for that position as well.

Mayor Stevenson said in his intent that was not the case. He said maybe this could be discussed further in a couple of weeks.

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Mayor Stevenson mentioned a small parcel of property the City would probably be acquiring that was adjacent to the future park property near the burn plant. He said there was a cell tower currently located on the property.

Councilmember Brown mentioned a workshop she attended at the League conference relative to a survey Roy City did to determine the amount of “leakage” they were experiencing with people leaving the community to shop and receive services.

Councilmember Freitag said in a previous meeting there had been discussion about putting previous Planning Commission meeting information in the Dropbox. He said that had not happened yet.

Bill said they had been sent through an email, but he would make sure they were in the Dropbox.

Councilmember Francis said to be clear, Scott wouldn’t be brought over until it was discussed in two weeks.

Mayor Stevenson said that was correct.

Councilmember Petro mentioned a feral cat problem she had experienced.

Alex asked if there were any questions about the ordinance on the regular agenda relative to community cats. There were none.

The meeting adjourned at 6:32 p.m.

Thieda Wellman, City Recorder

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**MINUTES OF LAYTON CITY
COUNCIL MEETING**

SEPTEMBER 18, 2014; 7:00 P.M.

**MAYOR AND COUNCILMEMBERS
PRESENT:**

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

STAFF PRESENT:

**ALEX JENSEN, GARY CRANE, BILL WRIGHT,
KENT ANDERSEN, PETER MATSON AND
THIEDA WELLMAN**

The meeting was held in the Council Chambers of the Layton City Center.

Mayor Stevenson opened the meeting and led the Pledge of Allegiance. Brook Ryma gave the invocation. Scouts and students were welcomed.

MINUTES:

MOTION: Councilmember Freitag moved and Councilmember Petro seconded to approve the minutes of:

**Layton City Council Meeting – July 17, 2014;
Layton City Council Work Meeting – August 21, 2014;
Layton City Council Meeting – August 21, 2014; and
Layton City Council Meeting – September 4, 2014.**

The vote was unanimous to approve the minutes as written.

Councilmember Freitag asked about the three month final extension that was granted during the July 17, 2014, meeting.

Bill Wright, Community and Economic Development Director, said Staff would be watchful of that.

MUNICIPAL EVENT ANNOUNCEMENTS:

Councilmember Brown reminded everyone that the Layton City marathon would be a week from Saturday on the 27th.

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Councilmember Brown said the Annual Fire Department Open House was set for October 1st at Station 51, which was located on Hill Field Road and 2200 West. She said this was a great opportunity for children to learn about fire safety and there would be fun activities for children.

Councilmember Petro said Walter Parrish, a longtime Layton resident, had turned 100 years old.

Kent Andersen, Community and Economic Development Deputy Director, said in a report from 24/7 Wall Street, an analysis of America's 50 best cities to live indicated that Layton City was ranked 39th in cities with a population of 65,000 or more. He said the report looked at 550 cities, and took into consideration economy, crime, education, and housing; and it also looked at leisure and infrastructure. Kent said for economy, Layton City was ranked 5th out of 550 cities. He said the residents could be very proud of this ranking. Kent said on the online version of the report, several citizens commented that Layton was a great city to live in.

Mayor Stevenson said the quality of life in Layton was wonderful. He said he was able to interact with military personnel at the Base, and many retirees stayed in Layton because it was such a great area.

PRESENTATIONS:

YOUTH COURT GRADUATION AND SWEARING IN

Karlene Kidman, Youth Court Advisor, explained the Youth Court program and reported on statistical information. She introduced the Youth Court members, who came forward to receive their certificates and to shake hands with the Mayor and Council.

City Recorder Thieda Wellman administered the oath of office to the Youth Court members.

CONSENT AGENDA:

AMEND TITLE 8, CHAPTERS 8.01 THROUGH 8.06 INCLUSIVE OF THE LAYTON MUNICIPAL CODE ENABLING A COMMUNITY CAT PROGRAM – ORDINANCE 14-19

Gary Crane, City Attorney, said this change in the ordinance would implement provisions in the Code that would accommodate what was suggested to the Council a couple of meetings ago by Davis County relative to a community cat program. He said Davis County handled animal control efforts for the City. Gary said the

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proposition was that rather than have feral cats multiplying and running around the City, and having to capture them and euthanize them, the community cat program would allow for the cats to be caught, ear-clipped, neutered and then set loose again. He said the purpose was to diminish the number of feral cats in neighborhoods. Gary said there were individuals in neighborhoods that took care of these cats. He said it would cost the City \$25 each time one of the cats was picked up. If a cat was reported a second time, and then picked up on the third time, the cat would be euthanized. Gary said this should reduce the costs over time. He suggested that the Council closely monitor the contract with the County to verify that those costs were going down rather than an exponential increase in the number of cats they were taking in and charging \$25 for. Gary said Staff recommended approval of Ordinance 14-19.

Councilmember Brown mentioned a similar program where her son lived that worked very well. She said when the County presented information about the program, they mentioned that not just anyone could be a cat caretaker; it had to be someone assigned. Councilmember Brown asked if that needed to be added to the definition of the “community cat caretaker.” Did the definition need to state that it was an assigned person? She said the City wouldn’t want someone that had more cats than were allowed by ordinance to be able to say that they were a community cat caretaker.

Gary said that could be added to the ordinance. He said the ordinance also indicated that the County would be able to account for the number of times an individual cat was picked up.

Mayor Stevenson said during the presentation from the County; the information was that this would help lower the cat population.

APPROVE LEGACY COTTAGES OF LAYTON, LLC, AS THE SUCCESSOR AND ASSIGNEE OF MARIE S. ADAMS FAMILY TRUST IN THE DEVELOPMENT AGREEMENT DATED OCTOBER 4, 2012 – APPROXIMATELY 250 N. ADAMSWOOD ROAD – RESOLUTION 14-62

Gary Crane said Resolution 14-62 would approve the assignment of a development agreement from the Marie Adams Family Trust to Legacy Cottages LLC. He said the development agreement indicated that it could be transferred, and could not unreasonably be withheld, but the City had to approve the transfer. Gary said this was more of a technicality than anything else. He said the resolution assigned Legacy Cottages LLC as a successor in interest of the project on Adamswood Road. Gary said he anticipated receiving another assign in a couple of weeks from Legacy Cottages LLC to the bank. He said Staff recommended approval.

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APPROVE THE FIRST AMENDMENT TO AGREEMENT FOR THE DEVELOPMENT OF LAND AND THE RIGHT OF EARLY ENTRY AND SUPPLEMENTAL AGREEMENT BETWEEN IHC HEALTH SERVICES, INC. AND LAYTON CITY, AND THE RESPECTIVE DEED AND EASEMENTS FOR THE CONSTRUCTION OF A PUBLIC RIGHT OF WAY – 2250 NORTH AND ANTELOPE DRIVE AT APPROXIMATELY 1300 WEST – RESOLUTION 14-64

Gary Crane said there was a frontage road going in along I-15 at Antelope Drive that would provide access to some properties in the area and would be a great advantage to the City. He said IHC had agreed to sell the City some property for the purpose of putting the frontage road in. Gary said IHC had provided early access to allow the City to begin working on the property while the transaction was being completed for acquisition of the right of way. He said the City exchanged some of the value of the property for monies IHC owed the City for a sewer line that they would need on their Layton Parkway project. Gary said in the future IHC would owe the City a little less for the payback on the sewer line and the City would acquire this property. He said Staff recommended approval.

ANNEXATION REQUEST – ERIC MARTZ – ACCEPTANCE OF THE REQUEST – 1242 EAST PHEASANT VIEW DRIVE – RESOLUTION 14-65

Bill Wright, Community and Economic Development Director, said Resolution 14-65 was acceptance of an annexation request submitted by the property owner, Eric Martz. He said the property was located at approximately 1242 East Pheasant View Drive. Bill identified the property on a map.

Bill said this was a landlocked parcel of property that was situated between Layton City and Kaysville City, in the unincorporated area. He said if the Council approved this, Staff would continue working toward annexation of the property. Bill said Staff recommended approval.

ANNEXATION REQUEST – RIVER RIDGE PARTNERS, LC – ACCEPTANCE AND CERTIFICATION OF THE PETITION – APPROXIMATELY 1300 NORTH 3300 EAST – RESOLUTIONS 14-60 AND 14-61

Bill Wright said Resolution 14-60 was acceptance of an annexation request from River Ridge Partners LC and Resolution 14-61 was acceptance of the certification of the annexation by the City Recorder. He said the address was approximately 1300 North and 3300 East and was commonly referred to as the Daniel's Canyon Subdivision. Bill said the proposal was to annex 2.13 acres of property. He said there were three small areas

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of property involved. He identified the property on a map.

Bill said Daniel's Canyon Subdivision was annexed into the City in 1998. He said in 2002 the subdivision was submitted and went through a series of approvals. Since that time the road and infrastructure for the subdivision had been constructed. Bill said recently when the subdivision plat was submitted to the County for recording, it was discovered that the three areas were not included in the original annexation and were not a part of the City's jurisdictional boundary. He said the purpose of the annexation was to bring the subdivision boundary and the City's boundary into alignment. Bill said Staff recommended approval.

MOTION: Councilmember Freitag moved to approve the Consent Agenda as presented, including the amendment suggested by Councilmember Brown relative to the community cat ordinance. Councilmember Brown seconded the motion, which passed unanimously.

The meeting adjourned at 7:32 p.m.

Thieda Wellman, City Recorder

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**MINUTES OF LAYTON CITY
COUNCIL MEETING**

OCTOBER 2, 2014; 7:00 P.M.

**MAYOR AND COUNCILMEMBERS
PRESENT:**

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

ABSENT:

SCOTT FREITAG

STAFF PRESENT:

**ALEX JENSEN, GARY CRANE, DAVE PRICE,
PETER MATSON AND TORI CAMPBELL**

The meeting was held in the Council Chambers of the Layton City Center.

Mayor Stevenson opened the meeting and led the Pledge of Allegiance. Councilmember Francis gave the invocation. Scouts and students were welcomed.

MINUTES:

MOTION: Councilmember Francis moved and Councilmember Day seconded to approve the minutes of:

Layton City Council Joint Planning Commission Work Meeting – September 4, 2014.

The vote was unanimous to approve the minutes as written.

MUNICIPAL EVENT ANNOUNCEMENTS:

Councilmember Brown reported on the upcoming family recreation Halloween Bash on October 24th at Central Davis Jr. High, which was a fun, free family event. She indicated that there would be a Halloween pumpkin dive at Surf 'n Swim on October 25th.

Councilmember Petro reported on a meeting she attended today with the Northern Utah Chamber Coalition where Governor Herbert spoke.

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CONSENT AGENDA:

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

David Price, Parks and Recreation Director, said Mayor Stevenson recommended that Debbie Comstock, Steve Crago, and Milton S. Herring be appointed to serve as regular members of the Parks and Recreation Commission. He said the Mayor also recommended the reappointment of Brigit Gerrard, Bill Johnson, Sara Beckstead, Rick Brady and Don Wilhelm as regular members of Parks and Recreation Commission. Dave said Staff recommended approval of Resolution 14-63 appointing the Parks and Recreation Commission members.

Councilmember Brown welcomed the new members to the Parks and Recreation Commission. She said the Commission worked with the Parks and Recreation Department helping choose things such as recreational activities and where parks would be located. Councilmember Brown said the three new members were very qualified and had all lived outside of the state, which would allow for new ideas that they had seen work in other areas.

MOTION: Councilmember Brown moved to approve Resolution 14-63 approving the Parks and Recreation Commission appointments and reappointments. Councilmember Petro seconded the motion, which passed unanimously.

The Commission members came forward to shake hands with the Mayor and Council.

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

Gary Crane, City Attorney, took a moment to introduce a new intern with the Legal Department, Jessica, a student from Layton High School. He said Jessica wanted to attend a Council Meeting and see how they

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were run.

Gary said based on the agreement the City had with the developer of this property, the City had to approve each assumption of the agreement by each group that may subsequently take ownership interest in the property. He said in the course of financing the property, there were a couple of assumptions that had taken place. Gary said first there was the original owner; two weeks ago the Council approved the assumption from the original owner to the developer. He said the developer had now gotten financing on the project for a senior housing center and Resolution 14-66 would approve the assumption by Zions Bank from the developer. Gary said that didn't mean the developer was out of any responsibility to do the things that were in the agreement; it simply meant that the Bank would become an additional party to that. He said Staff recommended approval of Resolution 14-66.

Councilmember Brown explained that there were some Scouts in the audience that were supposed to take notice of any items during the Council meeting that the Councilmembers disagreed on. She said that would probably not happen this evening, but when this project was first before the Council a couple of years ago there was a lot of discussion. Councilmember Brown said the project was right against a subdivision and this development would be three-story apartments. She said there was a lot of discussion about the road being able to handle the traffic and whether the neighbors would be okay with having an apartment building next to their homes.

FINAL PLAT – THE VILLAS AT HARMONY PLACE PRUD, PHASES 4, 5, AND 6 – APPROXIMATELY 525 SOUTH 2500 WEST

Peter Mattson, City Planner, said this was final plat approval for The Villas at Harmony Place PRUD, Phases 4, 5, and 6. He said the preliminary plat for the overall project was approved by the Council in August 2009. Peter said the three phases included approximately 6.5 acres with Phase 4 having 12 lots, Phase 5 with 14, and Phase 6 with 7 lots. He said the density was around 5 units per acre. Peter identified the property on a map and indicated that there would be fencing along the southern boundary. He said the Planning Commission recommended approval and Staff supported that recommendation.

Councilmember Petro said in the packet it mentioned that the secondary water would be supplied by Kay's Creek Irrigation Company. She asked why that was specifically identified; was it possible that Davis and Weber Counties Canal Company could be supplying the water as they had a line in that area.

Peter said as was the case with many of the subdivisions that had developed on the west side, he believed that

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the Canal Company was at their capacity as to what they could supply. He said Kays Creek would be the only supplier in the future, once they got across to the west side, that could supply that secondary service at an adequate capacity.

Councilmember Day asked if the City wasn't in the middle of a water study that would address all of those problems.

Gary Crane said the water study was ongoing, and the water issue out west would probably be resolved by that study. He said some years ago the Canal Company was almost exclusively servicing secondary water to the properties out west. Gary said then there was a period of time when they didn't have enough water to supply those properties with water. Gary said the Canal Company came to the City and the City redefined the area that they would be able to exclusively serve. Gary said the City entered into a couple of agreements with the Canal Company and Weber Basin Water Conservancy District to try and get more water into the system. He said there were a number of Canal Company lines that were left dry on the west side. Gary said it was one thing to put in the facilities, but it was another to come up with the supply to be able to provide water in those facilities, and the Canal Company did not have enough water at that time to be able to provide it. He said the City took the area the Canal Company thought that they could serve, and signed an agreement with them. Gary said the Canal Company was pretty much limited to that area. He said there were some areas the Canal Company had indicated that they could also serve, and the City had allowed them to do that, but for the most part, the Canal Company had hit their capacity.

Gary said since that time, the Canal Company had some water brought back into the system, and that was what the City was reviewing through the water study. He said Kays Creek Irrigation Company was beginning to provide water out west and had enough water to provide a lot of the area with water as they built infrastructure. Gary said there were some areas they would not be able to reach that would be serviced permanently by culinary water. He said this was part of the overall study of the area and what water supplies existed, but the reason the Canal Company was not all over the place was simply because principally they pared themselves back, and the City pared their area back to an area the size that they could actually accommodate.

Councilmember Petro said knowing that, and the fact that the Canal Company had additional water available, would it make sense to perhaps not identify specifically who would be supplying water in these developments until the study was completed.

Gary said right now the Canal Company was limited by contract to the area the City had designated for them.

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He said if the City wanted to expand that area the contract would need to be amended. Gary said that had been done on a couple of occasions when the property had warranted it, but the City didn't want to get caught in a situation where the area was enlarged and the Canal Company did not have the supply to be able to provide the water. He said the City was looking into and verifying that the Canal Company actually had the supply of water. Gary said he didn't know how you produced new water, because in the past the Canal Company did not have the water and they hadn't purchased any additional shares. He said maybe they had obtained more lease water, but the City would look at that during the course of the study.

Councilmember Day asked if the City had entered into an agreement with Kays Creek Irrigation to supply those areas.

Gary said no.

Councilmember Day said it seemed to go along with Councilmember Petro's question that it would be best not to identify one until the water study was completed.

Alex Jensen, City Manager, said he didn't think by approving the plat the City was in any way taking any formal action to say that Kays Creek Irrigation versus Davis and Weber Counties Canal Company would provide the water. He said according to the plans that had been in place in the past, the assumption had been Kays Creek Irrigation would probably be the one that would end up providing the water in that area for the reasons that Gary had stated. Alex said by approving this it didn't formally adopt that; the City didn't do that. He said part of the plan that was being looked at was to identify all of the water resources in the community, both culinary and secondary, and then try to identify who could most efficiently, in terms of construction and price, provide that water.

Councilmember Day asked when the study would be completed, and would it go through the same process as the Transportation Master Plan Study where it would be open to public review.

Alex said yes; the Mayor would ultimately set the process, but the expectation was that Staff would work with the consultants to identify the areas, the quantities of water, and fine tune the information that would come back to the Council for approval. He said it would be up to the Mayor and Council to determine the amount of public input. Alex said Staff felt it would be a wise thing to do.

Councilmember Day said the study had been going on for some months; did Staff have any idea when it would be completed and presented to the Council.

D R A F T

Alex said Staff actually met with the consultants last week and there were several questions raised by Staff that they were not able to answer in a satisfactory way with regard to the analytics associated with the project. He said Staff had asked them to do some additional research. Alex said he would expect that within the next couple of months Staff should be in a position to bring it to the Council.

Mayor Stevenson asked if secondary water lines would be run to each individual lot in this subdivision. He said he didn't think there were any lines down Fieldstone Way.

Councilmember Day asked if it wasn't the City's position that all subdivisions would provide secondary lines, but there had been some in the past that didn't.

Gary said subdivisions were all required to have dry secondary lines; with the exception of Crimson Corners because they were so far west there was no one that could service the subdivision. He said he couldn't answer that definitively, but it was a requirement of the subdivisions that the dry lines were installed. Gary said Staff could find that out; it appeared that the Mayor had more information on that.

Mayor Stevenson said Fieldstone Way was the main street into the subdivision, and he didn't recall seeing any lines. He said he didn't think there were any lines in lots 108 through 114, or on the other side of the road, which was probably the only way into the subdivision at this point.

Gary said the secondary water lines should be a requirement of all developments in anticipation of secondary water being provided.

Councilmember Day said he had a complaint from the adjacent property owner to the south about the fence being built. He said when this was before the Planning Commission it was specifically indicated that the fence would be installed toward the beginning of the project. Councilmember Day said there were other projects where that had been a problem. He encouraged City Staff to make sure the fences went in when they were supposed to.

Peter said Staff would be on that with the contractor and the developer. He said he thought the requirement was that the fence was installed when the street and utility system was installed.

Councilmember Day said the subdivision to the east was already building homes and the fence wasn't installed. He said the problem was the timing for when the fence was installed.

D R A F T

LOCAL GOVERNMENT UNDERSTANDING AND AGREEMENT WITH WASATCH FRONT REGIONAL COUNCIL (WERC) FOR THE PROVISION OF CONSULTING SERVICES WITH ENVISION UTAH FOR THE GROWTH SCENARIOS AND VISIONING PROJECT – RESOLUTION 14-67

Peter Matson said Resolution 14-67 would authorize the Mayor to sign a local government understanding and agreement with the Wasatch Front Regional Council for them to engage Envision Utah as a consultant for professional services to advise, guide and consult Layton City on a growth scenarios and visioning project. He said the City was the recipient of a \$40,000 program award from Wasatch Front Regional Council for planning assistance through their local planning resource program. Peter said the City would provide matching funds of \$30,000, and a minimum of \$10,000 of in-kind Staff hours. He said Staff recommended approval.

Mayor Stevenson said this was discussed in detail in a work meeting two weeks ago.

MOTION: Councilmember Brown moved to approve Items B, C and D of the Consent Agenda as presented. Councilmember Day seconded the motion, which passed unanimously.

The meeting adjourned at 7:30 p.m.

Thieda Wellman, City Recorder

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

Item Number: 5.A.

Subject:

Ratification and Acceptance of a Perpetual Right-of-Way Easement from Pacificorp, dba Rocky Mountain Power - West Extension of Layton Parkway – Resolution 14-69

Background:

Layton City desires to continue the construction of Layton Parkway further west and needs a perpetual right-of-way easement from Pacificorp through their property of 385 feet. Pacificorp is in agreement with this sale and acquisition and has signed the Easement document. Layton City has paid \$16,104.43 for this easement from Pacificorp, which will allow Layton City to continue the construction of the west extension of Layton Parkway.

Alternatives:

Alternatives are to 1) Adopt Resolution 14-69 ratifying and accepting the Perpetual Right-of-Way Easement from Pacificorp for the west extension of Layton Parkway; 2) Adopt Resolution 14-69 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 14-69 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 14-69 ratifying and accepting the Perpetual Right-of-Way Easement from Pacificorp for the west extension of Layton Parkway.

RESOLUTION 14-69

A RESOLUTION RATIFYING THE ACQUISITION OF A PERPETUAL RIGHT-OF-WAY EASEMENT FROM PACIFICORP, DBA ROCKY MOUNTAIN POWER, FOR THE WEST EXTENSION OF LAYTON PARKWAY

WHEREAS, the City has a desire to continue construction of the west leg of Layton Parkway through the Rocky Mountain property, as described in the Easement document attached hereto; and

WHEREAS, both Pacificorp and Layton City have agreed to the sale and acquisition of said perpetual right-of-way easement, and

WHEREAS, Layton City has paid for this perpetual right-of-way easement, in the amount of \$16,104.43; and

WHEREAS, the Easement document contains the terms and conditions of said perpetual right-of-way easement regarding construction, operation, maintenance and repair of this proposed roadway through Pacificorp's property; and

WHEREAS, Pacificorp has signed the attached Easement document.

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

1. That the Pacificorp Easement which is attached hereto and incorporated herein by this reference be accepted, and the purchase ratified.
2. That the Mayor be authorized to accept the Easement for this transaction

PASSED AND ADOPTED by the City Council of Layton, Utah, this **6th day of November, 2014.**

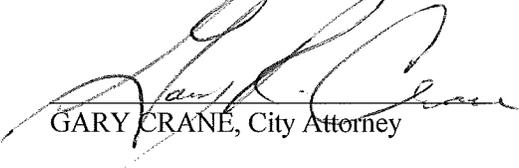
ATTEST:

THIEDA WELLMAN, City Recorder

ROBERT J STEVENSON, Mayor

APPROVED AS TO FORM:

SUBMITTING DEPARTMENT:



GARY CRANE, City Attorney



TERRY COBURN, Public Works Director

WHEN RECORDED, RETURN TO:

PacifiCorp
Attn: Lisa Louder/Mike Wolf
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116
Parcel No. UTDV-0059
File No. 47391
Tax ID No. 11-085-0003

DOCUMENT WAS
RECEIVED FROM
OUTSIDE SOURCE

EASEMENT

PACIFICORP, an Oregon corporation, d/b/a Rocky Mountain Power, successor in interest to Utah Power & Light Company, whose principal office is located at 1407 West North Temple, Salt Lake City, Utah, 84116, GRANTOR, hereby CONVEYS to Layton City Corporation, a municipal corporation of the State of Utah, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a perpetual easement and right of way for the installation, construction, operation, maintenance and repair of a public roadway, along with a perpetual easement and right of way for the associated public utilities, in on, and/or across the following described real property owned by Grantor located in Davis County, State of Utah, to-wit:

North ½ Layton Parkway (42 ft. right of way plus 5 foot landscape buffer) through UP&L property (tax serial ID 11-085-0003)

Part of the Southwest Quarter of Section 30, Township 4 North, Range 1 West, of the Salt lake Base and Meridian, Layton City, Davis County, Utah, more particularly described as follows:

Beginning at a point N 00°12'50" E along the section line 1320.33 feet and West 537.00 feet from the south corner of said section 30; running thence West 386.39 feet; thence N 36°41'00" W, 59.08 feet; thence S 89°57'50" E, 386.57 feet; thence S 36°41'00"E 58.77 feet to the point of beginning.

Containing 18,259.28 sq. ft. or 0.4192 of an acre, more or less.

This easement is granted subject to the following restrictive conditions:

1. Grantee, its successors and assigns, will not make or allow to be made any use of the easement herein granted that is inconsistent with, or interferes in any manner with Grantor's operation, maintenance or repair of Grantor's existing installations or additional construction and installations constructed after the granting of this easement, including electric transmission and distribution circuits that cross over or above the property as herein described.

2. In the event that curb and gutter is constructed on the easement herein granted by Grantee or made as a condition of development by Grantee, said curb and gutter will be high-back type and will contain a 30-foot curb cut on both sides of the roadway located at place designated by the Grantor, which curb cut will permit passage of Grantor's equipment used for repair and maintenance of Grantor's substation and electric transmission lines. Roadway construction will be sufficient to support Grantor's equipment in excess of 50 tons.

3. Grantee, its successors and assigns, will not use or permit to be used on said easement construction cranes or other equipment that violate OSHA and UTAH High Voltage Act Safety Clearance Standards. Grantee shall not store materials within the easement area. Grantee will not excavate within 50 feet of Grantor's transmission structures. The storage of flammable and hazardous materials or refueling of vehicle/equipment is prohibited within the easement area. At no time shall Grantee place any equipment or materials of any kind that exceeds fifteen (15) feet in height, or that creates a material risk of endangering Grantor's facilities, or that may pose a risk to human safety. Grantee's use of the easement area shall comply with OSHA and UTAH High Voltage Act Safety Clearance Standards.

4. Grantee shall not place or allow to be placed any trees or other vegetation within the easement exceeding twelve (12) feet in height. Grantee shall be responsible for removing any vegetation that exceeds the 12 foot limitation. Grantee shall not place or allow to be placed any lighting structures and/or traffic signal structures within the easement area.

5. In the event Grantee ceases to use, for purposes of a roadway, the property herein described, this easement shall thereupon immediately terminate, with all rights and interest conveyed herein by Grantor to revert back to Grantor by instrument of disclaimer from Grantee, or its successors or assigns.

6. Grantor shall have the right, at any time and from time to time, to cross and recross with equipment, personnel, overhead power lines or underground power lines and access roads, at any location or locations thereon, the lands included with the easement herein conveyed by Grantor to Grantee.

7. Release and Indemnification

(a) Grantee, its successors and assigns, shall use the Easement Area at its own risk and agrees to indemnify, defend and hold harmless Grantor and Grantor's affiliated companies, officers, directors, shareholders, agents, employees, successors and assigns, (the "Indemnified Parties") for, from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorney's fees, and costs of investigation), of any nature, kind of description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part), (i) the breach by Grantee of any provision of this agreement, (ii) Grantee's use and occupation of the Easement Area, (iii) any act or occurrence on the Easement Area, or (iv) any act or omission of Grantee, any independent contractor retained by Grantee, anyone directly or indirectly employed by them, or anyone authorized by Grantee to control or exercise control over (hereinafter collectively referred to as "claims"), even if such claims arise from or are attributed to the concurrent negligence of any of the Indemnified Parties.

(b) The Indemnified Parties shall never be liable in any manner to Grantee for any injury to or death of persons or for any loss of or damage to property of Grantor, its employees, agents, customers, invitees, or to others, even if such loss or damage is caused in part by the negligence of any Indemnified Party. All personal property and fixtures, if allowed by Grantor, located within the Easement Area shall be maintained and used at the risk of Grantee and the Indemnified parties shall not be liable for any damage thereto or theft thereof, even if due in whole or in part to the negligence of the Indemnified Parties.

8. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officer this 25th day of September, 2014.

PACIFICORP, an Oregon corporation
d/b/a Rocky Mountain Power

[Signature]

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

On the 25th day of September, 2014, personally appeared before me Douglas N. Bennioni, who being duly sworn did say that he is the Vice President of Engineering Services & Asset Management of PacifiCorp, an Oregon corporation, and that the within and foregoing instrument was signed by authority of said corporation and said Vice President duly acknowledged to me that said corporation executed the same.

[Signature]
Notary Public

My Commission Expires: 1-3-2015

Residing at: SLC Utah



Approved as to Form

By [Signature]
Date 10/24/2014

The EASEMENT signed by PACIFICORP, dba Rocky Mountain Power, dated the 25th day of September, 2014, has been accepted by Layton City on the _____ day of _____, 2014.

ROBERT J STEVENSON, Mayor

ATTEST:

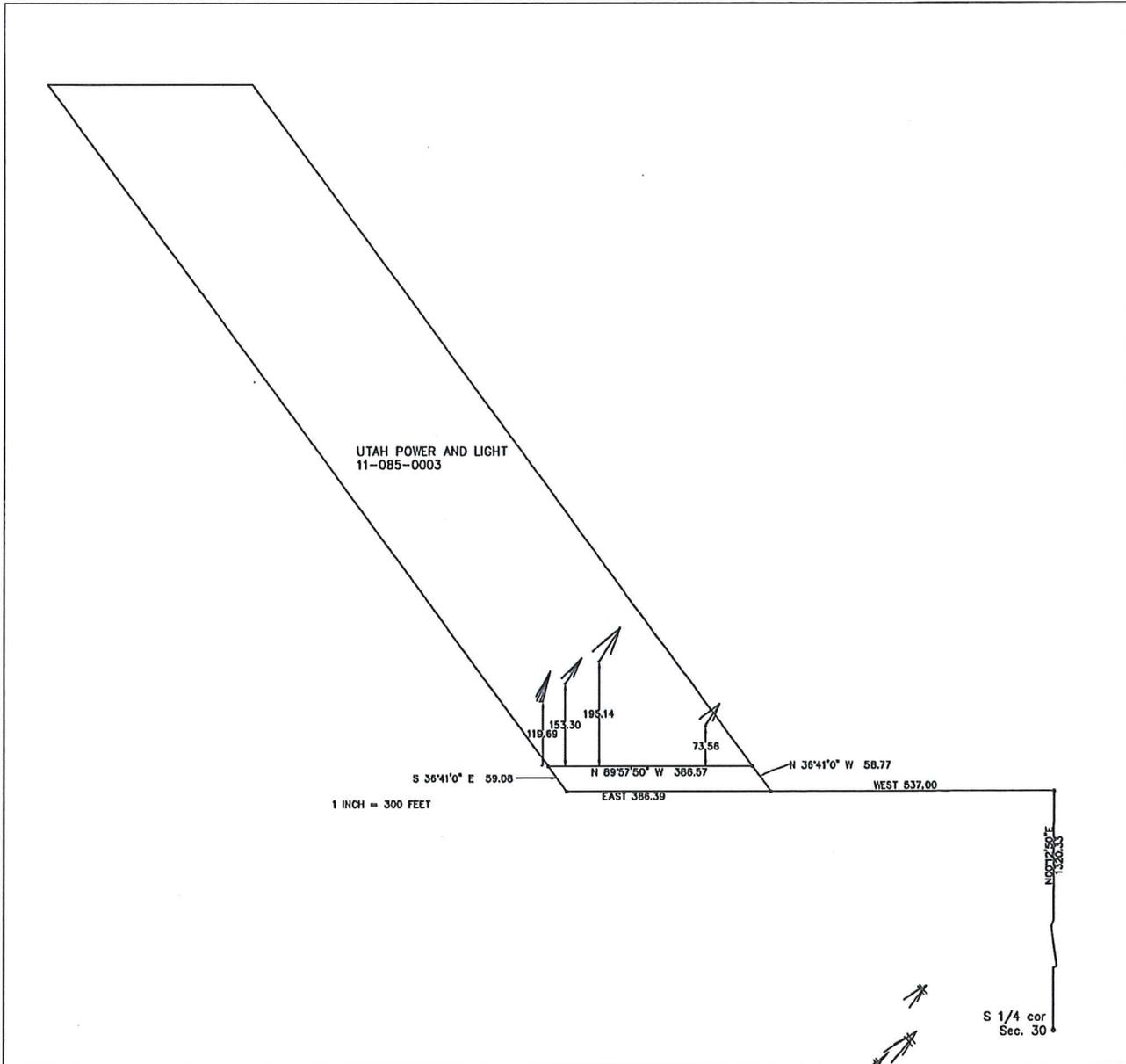
THIEDA WELLMAN, City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this _____ day of _____, 20____, personally appeared before me ROBERT J STEVENSON, who duly acknowledged to me that he is the MAYOR of LAYTON CITY, and that the document was signed by him in behalf of said corporation, and ROBERT J STEVENSON acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

REQUEST FOR LAYTON PARKWAY EASEMENT THROUGH ROCKY MOUNTAIN POWER PROPERTY

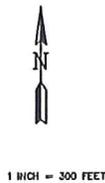


North 1/4 Layton Parkway (42 ft. right of way plus 5 foot landscape buffer) through UP&L property (tax serial ID 11-085-0003)

Part of the Southwest Quarter of Section 30, Township 4 North, Range 1 West, of the Salt Lake Base and Meridian, Layton City, Davis County, Utah, more particularly described as follows:

Beginning at a point N 00°12'50" E along the section line 1320.33 feet and West 537.00 feet from the south corner of said section 30; running thence West 386.39 feet; thence N 36°41'00" W, 59.08 feet; thence S 89°57'50" E, 386.57 feet; thence S 36°41'00" E 58.77 feet to the point of beginning.

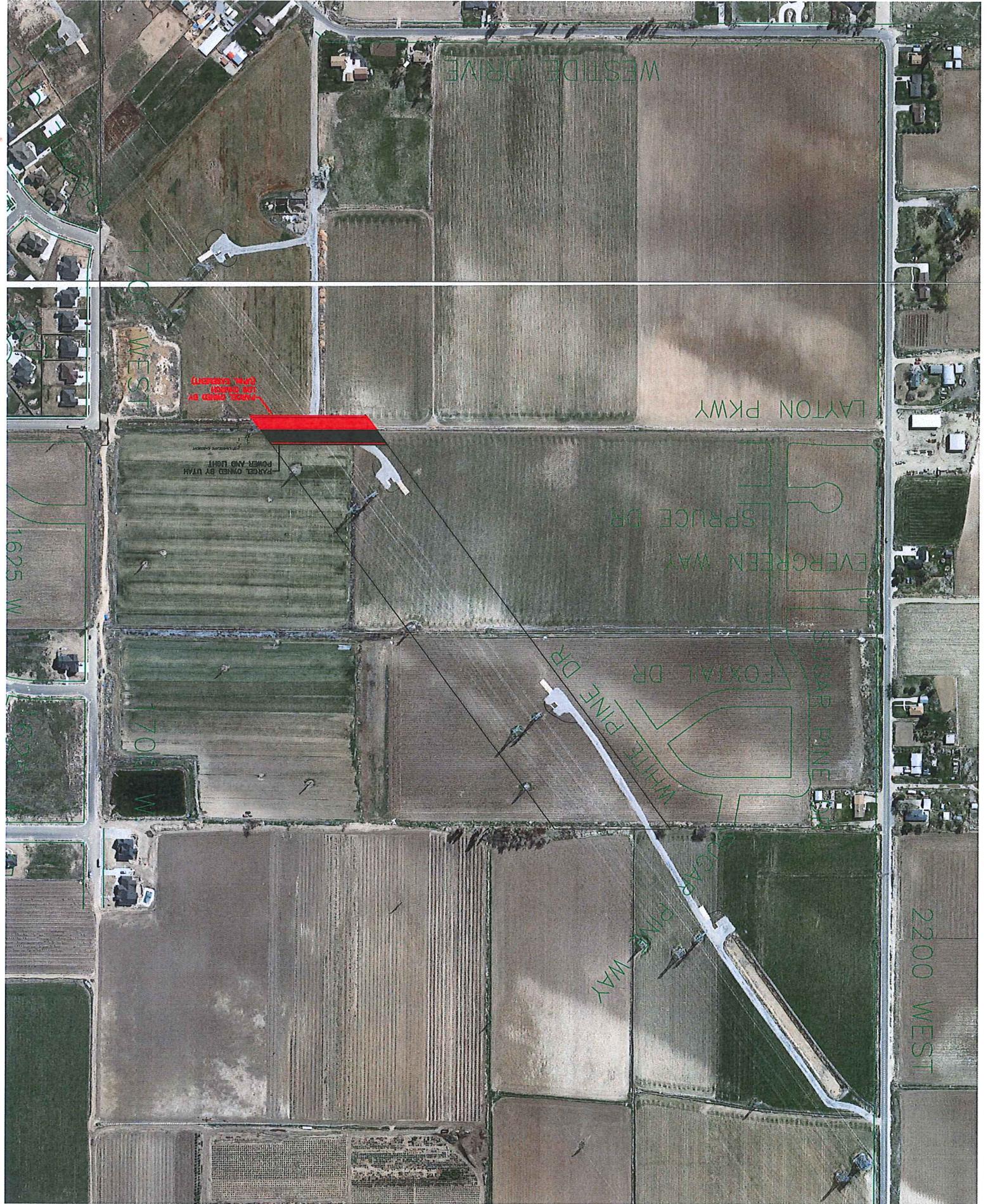
Contains 18,259.28 SF



DESIGNED BY	DATE	DRAWING #	HORIZONTAL SCALE	REVISION	BY	DATE
D H RICHARDS	12/28/13		NTS			
DRAWN BY	DATE	OF	VERTICAL SCALE			
D H RICHARDS	12/26/13		NTS			
APPROVED BY	DATE		VIEW NAME			
J WOODRUFF	12/28/13					

FUTURE LAYTON PARKWAY EASEMENT THROUGH
ROCKY MOUNTAIN POWER PROPERTY





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

Item Number: 5.B.

Subject:

Off-Premise Beer Retailer License – 7-Eleven Store #23550 C – 1998 North Main Street

Background:

Gurprem Sidhu, the Manager of 7-Eleven Store #23550 C, is requesting an off-premise beer retailer license. The business is undergoing an ownership/management change, which requires a new off-premise beer retailer license. Section 5.16.100 of the Layton City Code regulates beer retailer licenses with the following location criteria.

(1) An off-premise beer retailer license may not be established within 600 feet of any public or private school, church, public library, public playground, school playground or park measured following the shortest pedestrian or vehicular route.

(2) An off-premise beer retailer license may not be established within 200 feet of any public or private school, church, public library, public playground, school playground or park measured in a straight line from the nearest entrance of the convenience store to the nearest property line.

The attached map illustrates the 200-foot buffer circle and 600-foot buffer circle. Currently there are no parks, schools, libraries or churches within the 200-foot or 600-foot distances to 7-Eleven Store #23550 C. The location meets the location criteria.

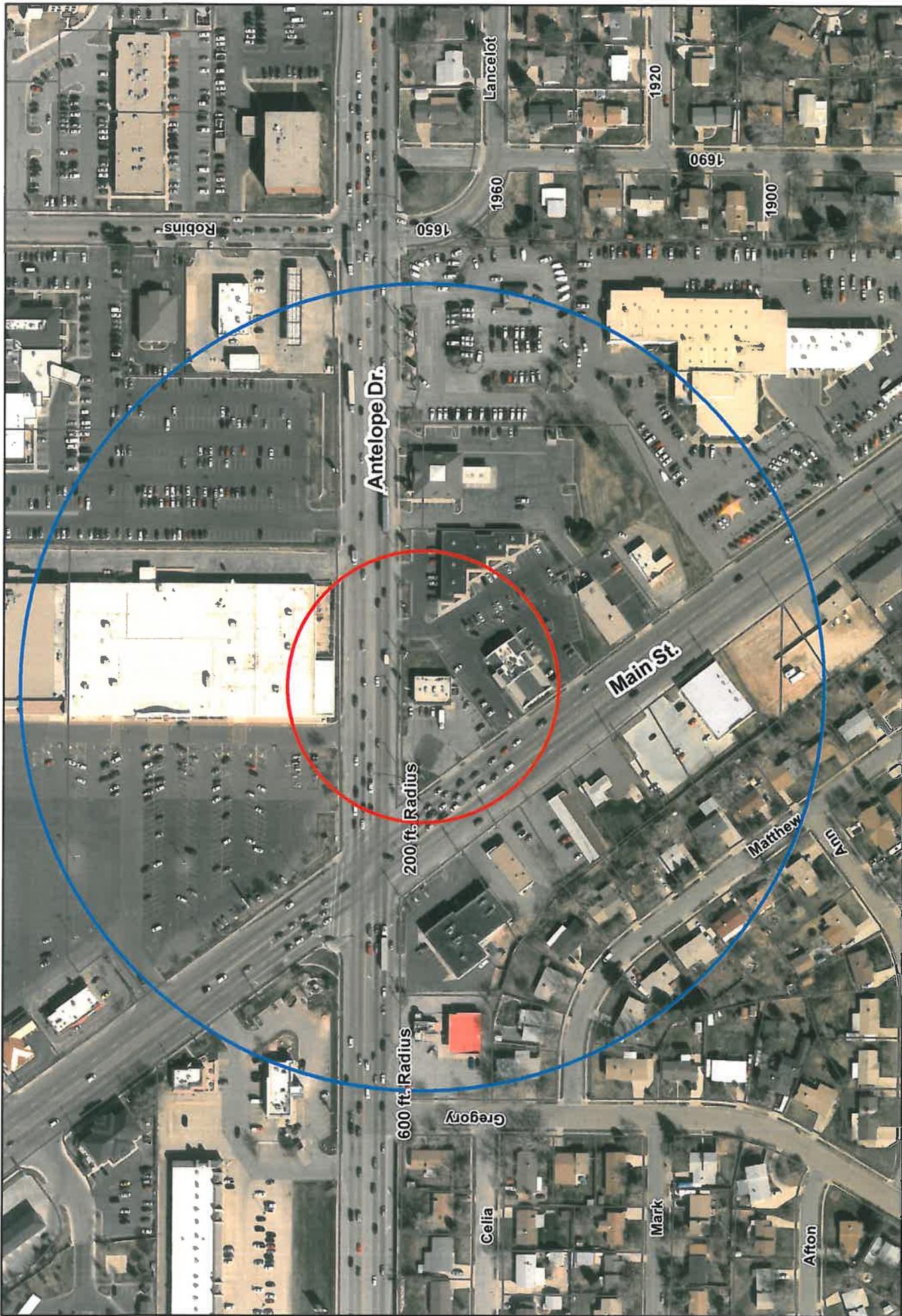
The criminal background check on Gurprem Sidhu has been submitted to the Police Department for review and has been approved.

Alternatives:

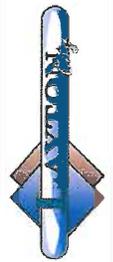
Alternatives are to 1) Approve the off-premise beer retailer license for 7-Eleven Store #23550 C; or 2) Deny the request.

Recommendation:

Staff recommends the Council approve the off-premise beer retailer license for 7-Eleven Store #23550 C.



7- Eleven Store #23550 C
1998 N. Main Street



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

Item Number: 5.C.

Subject:

On-Premise Restaurant Liquor License - Red Lobster Hospitality LLC, Red Lobster (Layton) #0674 - 979 North 400 West

Background:

The owner of Red Lobster (Layton) #0674, Red Lobster Hospitality LLC, is requesting an on-premise restaurant liquor license. The business is undergoing an ownership/management change, which requires a new on-premise restaurant liquor license. Section 5.16.020 of the Layton City Code regulates liquor licenses with the following location criteria.

(1) An on-premise restaurant liquor license may not be established within 600 feet of any public or private school, church, public library, public playground, school playground or park measured following the shortest pedestrian or vehicular route.

(2) An on-premise restaurant liquor license may not be established within 200 feet of any public or private school, church, public library, public playground, school playground or park measured in a straight line from the nearest entrance of the restaurant to the nearest property line.

The attached map illustrates the 200-foot buffer circle and 600-foot buffer circle. Currently there are no parks, schools, libraries or churches within the 200-foot or 600-foot distances to the restaurant. The location meets the location criteria.

A copy of the criminal background check on Manager, Christie Evans, has been submitted to the Police Department for review and has been approved.

Alternatives:

Alternatives are to 1) Approve the on-premise restaurant liquor license for Red Lobster Hospitality LLC, Red Lobster (Layton) #0674; or 2) Deny the request.

Recommendation:

Staff recommends the Council approve the on-premise restaurant liquor license for Red Lobster Hospitality LLC, Red Lobster (Layton) #0674.



**Red Lobster Hospitality LLC
DBA Red Lobster (Layton) #0674
979 North 400 West**



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

Item Number: 5.D.

Subject:

Final Plat – Old Farm at Parkway Subdivision Phases 3 and 4 – Approximately 850 West 850 South

Background:

On January 24, 2012, the Planning Commission approved the preliminary plat for what was then titled Roberts Creek Subdivision and now has been changed to Old Farm at Parkway Subdivision. The applicant is requesting final plat approval for Phases 3 and 4 of the subdivision to be developed on a combined 6.63 acres of vacant land. Similar residentially zoned subdivisions are to the east and north and agricultural land uses are to the west in unincorporated Davis County.

The proposed final plat for Phase 3 consists of 15 lots on 4.54 acres with each lot being greater than 8,000 square feet in size. The lot sizes range from 9,000 to 13,500 square feet. The frontage of each lot meets the frontage requirements of the R-1-8 zone. Phase 4 consists of 7 lots on 2.09 acres with each lot being greater than 8,000 square feet in size. The lot sizes range from 9,750 to 12,500 square feet.

In Phase 4, Kays Creek runs through the rear portion of the lots on the south end of this phase. These lots will be classified as “restricted” and required to meet FEMA approvals before building permits can be approved. The Kays Creek trail easement and trail will be located on the rear of these lots.

Alternatives:

Alternatives are to 1) Grant final plat approval to Old Farm at Parkway Phases 3 and 4 subject to meeting all Staff requirements as outlined in Staff memorandums; or 2) Deny granting final plat approval to Old Farm at Parkway Phases 3 and 4.

Recommendation:

On October 14, 2014, the Planning Commission unanimously recommended the Council grant final plat approval to Old Farm at Parkway Phases 3 and 4 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

A handwritten signature in black ink, appearing to read "K. Weaver", written over a horizontal line.

Date: November 6, 2014

Re: Old Farm at Parkway Phases 3 and 4 Final Plat

Location: Approximately 850 West 850 South

Zoning: R-1-8 (Single Family Residential)

Background:

On January 24, 2012, the Planning Commission approved the preliminary plat of what was then titled Roberts Creek Subdivision and is now called Old Farm at Parkway Subdivision located at approximately 850 West 850 South. Similar residentially zoned land is to the north and east, and agricultural uses are to the west in unincorporated Davis County.

The plat for Phase 3 will consist of 15 lots on 4.54 acres with each lot being greater than 8,000 square feet in size. The frontage of each lot meets the frontage requirements of the R-1-8 zone.

The plat for Phase 4 will consist of 7 lots on 2.09 acres with each lot being greater than 8,000 square feet in size. A required detention basin is located at the southwestern edge of Phase 4. Maintenance of this detention basin is the responsibility of the Old Farm at Parkway homeowners association. The 7 lots will be classified as "restricted" lots and are required to meet FEMA flood plain regulations and be approved by FEMA prior to building permits being issued. These lots back onto Kays Creek and are required to meet FEMA's new flood plain guidelines. The Kays Creek trail easement and trail will be located at the rear of these lots within a 20 foot easement. The trail will be developed by the developer and maintained by the City.

Staff Recommendation:

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

Engineering D.R.

Planning [Signature]

Fire [Signature]

Planning Commission Action: On October 14, 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.



Memorandum

To: Planning Commission
From: Scott Carter, Parks Planner
Date: September 18, 2014
Re: Old Farm at the Parkway Subdivision Phases 3 & 4 Final – 800 South 800 West

Note 2 on the cover sheets of both plats has been corrected to better represent the responsibilities of the HOA for maintenance of the buffer and green spaces.

Parcel A has not been provided with either a secondary or culinary water connection, therefore there is no means of irrigating that parcel. One of those services must be provided. The subdivision HOA will be responsible to cover any usage costs for the connection.

Parks & Recreation would still like to see updated landscape and irrigation plans for the detention basin (Parcel A) along with the subdivision CC&R's. We want to make sure the HOA will be responsible for the maintenance of all street buffer improvements and the detention basin in perpetuity.

The subdivision developer is to construct the section of Kays Creek Trail shown in Phase 4. The City will be responsible for the maintenance of the trail at the successful completion of the guarantee period.

The term "proposed" should be eliminated from the labels on the Phase 4 Plat and on Sheet C6 when referring to the Trail Easement, the Canal PU&D Easement, the masonry wall and the 10' asphalt trail.

Recommendation

Parks & Recreation recommends that final approval be granted to Old Farm at the Parkway Phases 3 & 4, conditioned upon the items noted above.

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.

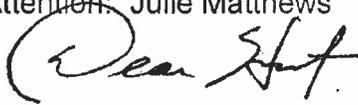


Mayor • Bob J Stevenson
City Manager • Alex R. Jensen
Assf. City Manager • James S. Mason

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

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

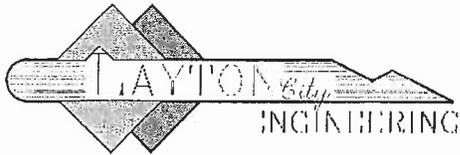
TO: Community Development, Attention: Julie Matthews
FROM: Dean Hunt, Fire Marshal 
RE: Old Farm Parkway 3 & 4 @ 800 South 800 West
CC: 1) Engineering
2) Greg Day, gday@focusutah.com
3) Seth Vining, seth.vining@henrywalkerhomes.com
DATE: June 30, 2014

I have reviewed the site plan submitted on June 20, 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 of this project.**

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\Old Farm 3 & 4 :kn
Plan #S14-056, District # 42
Project Tracker #LAY1406231449





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: Greg Day; gday@focusutah.com
Seth Vining; seth.vining@henrywalkerhomes.com

FROM: Shannon Hansen, Staff Engineer

CC: Fire Department
Community Planning and Development Department

DATE: September 18, 2014

RE: Old Farm at Parkway Phases 3 & 4, Final Plans (2nd Submittal)

I have reviewed the dedication plats and construction drawings submitted on September 9, 2014 for the proposed Old Farm at Parkway Phases 3 & 4 Subdivision, located at approximately 850 West and 800 South. The plans have been stamped "APPROVED AS CORRECTED."

Items to address prior to scheduling a pre-construction meeting:

- **Letters** – Prior to scheduling a pre-construction meeting, signed letters of acceptance from all homeowners in Old Farm at Parkway Phase 1 for the incorrect location and width of the sidewalk will need to be submitted.
- **Bonding** - A cost estimate for the subdivision will need to be submitted for review and will need to include the costs for the sprinkling system and landscaping of the detention basin.
- **Lighting** – The developer will be required to pay \$10,240 for Phase 3 and \$5,340 for Phase 4 prior to the pre-construction meeting for these phase's required street lights (4 SL-02). This fee includes the installation costs for the lights which will be installed by the City's contractor as well as a credit for a light paid for but not installed with Old Farm Phase 2.
- A Notice of Intent (NOI) from the State of Utah, Department of Environmental Quality, Division of Water Quality will need to be submitted before scheduling a preconstruction meeting. The NOI may be obtained via the Internet at [Http://waterquality.utah.gov](http://waterquality.utah.gov). (Click on the heading "Online Construction Stormwater Permit Issuance System" and follow the instructions). The existing NOI can be updated with the new phases by calling the state to update the acreage.
- Based on the lot configuration seen in the dedication plats, the water exaction required for Phase 3 is 7.5 acre feet and Phase 4 is 5 acre feet. Layton City accepts shares from Kays Creek Irrigation, Holmes Creek Irrigation, and Davis & Weber Canal Company. Each company can tell you a price per share and the amount of acre-feet of water included in a share or partial share.
- The developer will need to complete a Floodplain Development application and SWPPP maintenance agreement (see attached).
- A letter of approval from Kays Creek Irrigation for the pressurized secondary water system will need to be submitted.
- The plans will need to be submitted to Davis County Flood Control and a copy of the DCFC permit will need to be submitted.

- Submit 5 complete sets of drawings that have been stamped and signed by a Professional Engineer and have the following items corrected/addressed.

Phase 3 Dedication Plat –

1. For consistency, the overall curve information for C15 & C16 will need to be added to the plat.
2. Note 2 will need to be expanded to include Parcel A.
3. The signature block for Kays Creek Irrigation will need to be removed.
4. In the signature block for the Planning Commission, the title is for the City Engineer.

Phase 4 Dedication Plat –

1. The Basis of Bearing line obscures the labels it crossed.
2. In the boundary description, the contained acres will need to be calculated and the correct area will need to be noted.
3. In the signature block for the Planning Commission, the title if for the City Engineer.
4. In note 8, “adapted” will need to be corrected to “adopted”.
5. The Davis County Flood Control signature block will need to be removed. They will not be required to sign the plat.

Site Plan – C6 –

1. A note will need to be added that the landscaping of Parcel A will be required with Phase 4.
2. A swale will need to be added along the west boundary to direct storm water runoff to the catch basins in Arrow Way.

Utility Plan – C9 –

1. The existing laterals for lots 401-403 will need to be added to the plan.
2. A secondary water service for Parcel A will need to be added to the plan.

Farming Way (800 South) Plan and Profile – PP1 –

1. Based on the plan view, the north arrow is not pointing north.
2. The street name & number have inconsistent labeling on this sheet.
3. The IN/OUT labels for the invert elevations for the SSMHs and LDMHs in the plan and profile views are incorrect.

Arrow Way (850 South) Plan and Profile – PP2 –

1. Based on the plan view, the north arrow is not pointing north.
2. The street name & number have inconsistent labeling on this sheet.
3. The waterline at Hydrant #302 will need to have a tee rather than a 90 degree bend at the hydrant with the waterline extending to the subdivision boundary.
4. The slope around the TBC of the bubble will need to be increased to 1%.

CITY COUNCIL

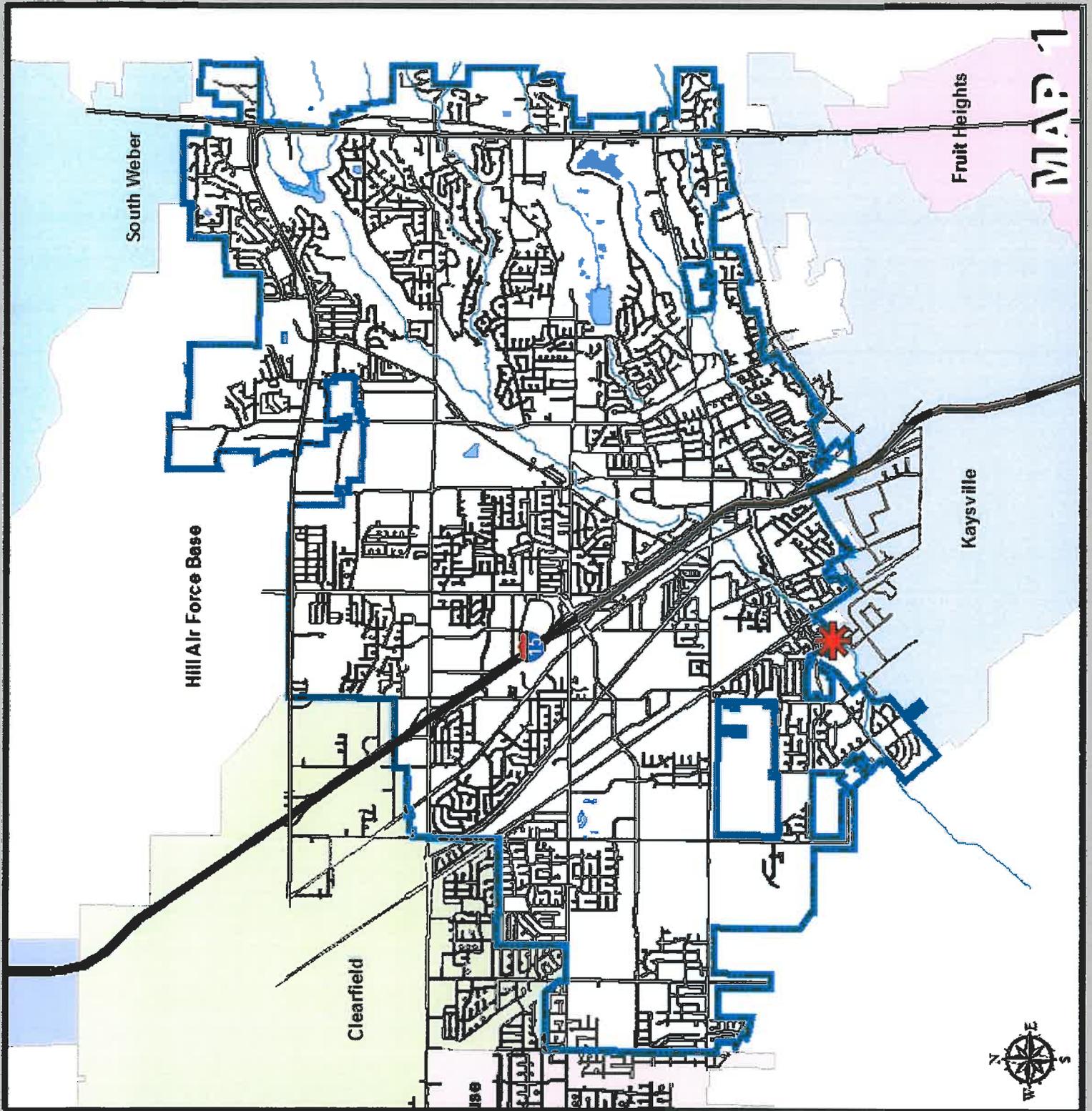
November 6, 2014

Old Farm at Parkway Phases 3 and 4 Final Plat

Legend

-  City Boundary
-  Interstate 15
-  Highways
-  Lakes
-  Streams

 - Project Site





CITY COUNCIL

November 6, 2014

Old Farm at Parkway Phases 3 and 4 Final Plats

Legend

-  City Boundary
-  Centerlines
-  Highways
-  Interstate 15
-  Streams
-  Lakes

 Project Area

1 inch = 430 feet



OLD FARM AT PARKWAY PHASE 3

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
LAYTON CITY, DAVIS COUNTY, UTAH

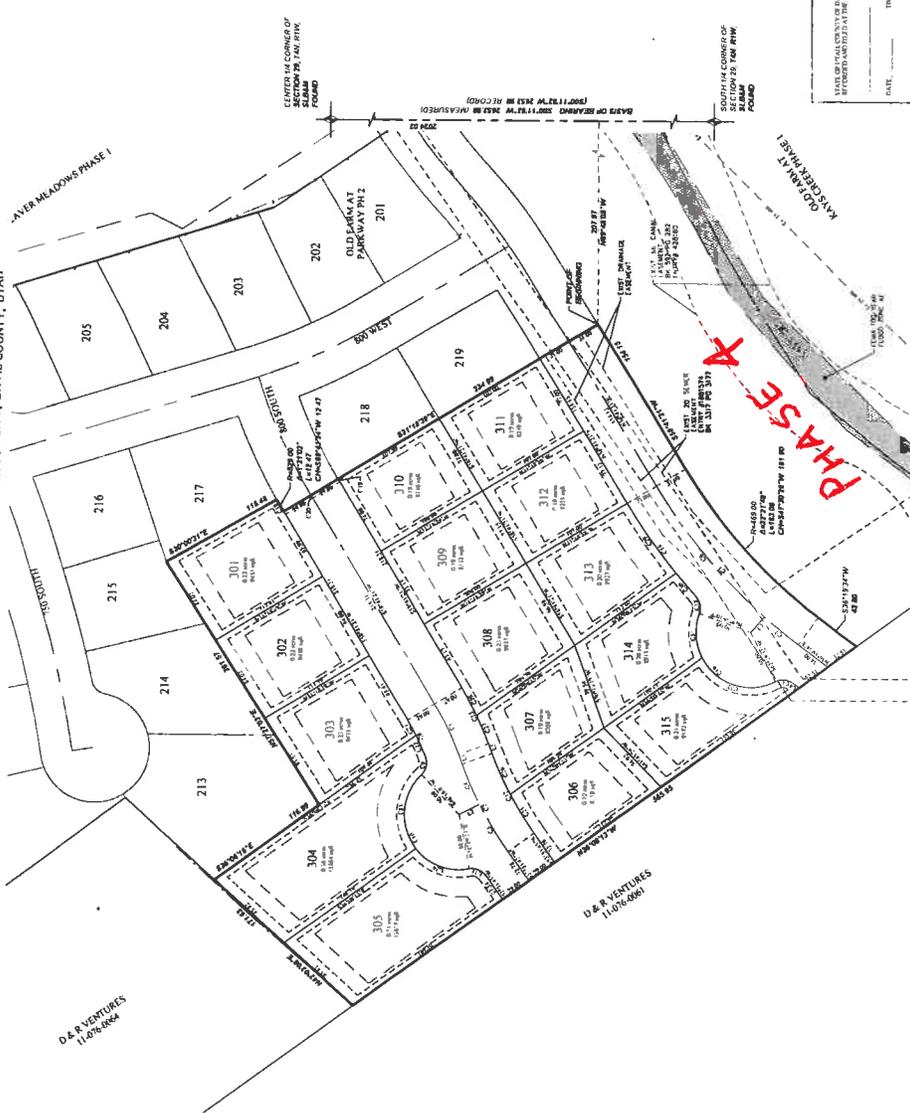
SURVEYORS CERTIFICATE

I, BRAD L. THOMPSON, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF UTAH, HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THE ADJACENT PROPERTY SHOWN ON THIS PLAN. I HAVE FOUND THE CORNER MARKERS AND THE ADJACENT PROPERTY TO BE IN ACCORDANCE WITH THE RECORDS OF THE STATE OF UTAH. I HAVE FOUND THE CORNER MARKERS AND THE ADJACENT PROPERTY TO BE IN ACCORDANCE WITH THE RECORDS OF THE STATE OF UTAH. I HAVE FOUND THE CORNER MARKERS AND THE ADJACENT PROPERTY TO BE IN ACCORDANCE WITH THE RECORDS OF THE STATE OF UTAH.



A PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, IS SHOWN ON THIS PLAN. THE PROPERTY IS LOCATED IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE PROPERTY IS LOCATED IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE PROPERTY IS LOCATED IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

CERTAINLY 4.00 ACRES



SHEET 02 OF 02



DATE	TIME	REVISION	BY	DATE	TIME	REVISION	BY

RECORDED # _____

STATE OF UTAH COUNTY OF DAVIS REFERRED TO IN THE RECORDS OF _____

CITY OF LAYTON

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

Item Number: 5.E.

Subject:

Development Plan – WinCo Foods – Approximately 200 South Fort Lane

Background:

On October 25, 2011, the Planning Commission approved an extension of the original conditional use and development plan for WinCo Foods to be located in the southwest portion of the proposed Fort Lane Village commercial subdivision.

WinCo Foods has submitted a new development plan for a conditional use and plan approval based on the Development Agreement. The square footage of the building has been reduced from 94,682 square feet proposed in 2011 to 85,125 square feet. The site is also being reduced by approximately an acre. This reduction in lot size will produce an additional commercial pad site for future development along the I-15 corridor. The additional commercial parcel has been created by a metes and bounds description, which meets ordinance under the commercial preliminary plat requirements.

Per the approved Development Agreement, WinCo Foods' consulting architect was required to meet with the City's Design Review Committee (DRC). The purpose for the meeting was to review the proposed design elements of the building and landscaping of the site. The DRC was generally positive about the design elements and only had a few recommendations to pass onto the Planning Commission and City Council.

Alternatives:

Alternatives are to 1) Grant development plan approval for WinCo Foods subject to meeting all Staff requirements as outlined in Staff memorandums; or 2) Deny granting development plan approval.

Recommendation:

On October 28, 2014, the Planning Commission unanimously recommended the Council grant development plan approval to WinCo Foods subject to meeting all Staff requirements as outlined in Staff memorandums. The Planning Commission granted conditional use approval for WinCo Foods.

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: November 6, 2014

Re: WinCo Foods Development Plan

Location: Approximately 200 South Fort Lane

Zoning: CP-2 (Planned Community Commercial)

Background:

On October 25, 2011, the Planning Commission approved an extension of the original conditional use. No progress was made with the site in the six-month period of the extension and therefore the conditional use expired on April 26, 2012.

The property has remained undeveloped with no redevelopment within the Fort Lane Village commercial subdivision. During the past two and a half years, WinCo Foods has been debating to either sell the parcel or keep the parcel and build a grocery store. Through market research and with a stronger economy, WinCo Foods has decided that building a store at this site as an anchor tenant is a positive redevelopment for the store and the area.

Typically, retail uses are permitted in commercial zones; however, WinCo Foods has a building size larger than 80,000 square feet. WinCo Foods has reduced the size of the building from 94,682 to 85,125 square feet, approximately a 9,500 square foot reduction.

The applicant met with City staff and the Layton City Design Review Committee (DRC) recently to review the architectural design of the proposed building and the landscaping of the site.

Architecture

The architecture of the building meets ordinance and Development Agreement requirements. The building will be of earth tone colors (see attached building elevations) and be of block masonry materials. The main entrance of the building is offset from the center of the building. The entrance is shifted forward from the face of the building with matching columns. The

roofline changes in height in sections and crescendos at the entrance of the store. The front façade is broken up with the entrance of the building and the corrugated metal canopy to the right of the entrance, which shelters the exterior storage carts for the store.

The loading dock and trash compactor/dumpster area will be screened by an eight-foot block masonry wall that matches the main building. A smaller secondary dock will be screened by a six-foot fence with interlocking slats.

The DRC had the following recommendation to the Planning Commissioners.

- Use a pronounced cornice on the front of the store, not necessarily the full width, but at least on both sides of the main entry.

Landscaping

The attached colored landscape plan incorporates significant areas to be landscaped and irrigated. At the entrance of the subdivision from Gentile Street and Wasatch Drive there is a landscaped island planned with trees and shrubs.

The WinCo Foods parking area will have landscaped islands on the north and south end of the parking area. Trees and shrubs will be located within these landscaped islands. Landscaped diamonds will be spaced through the parking area and down each parking aisle; these diamonds will be occupied by a tree. A species of tall shrubs will be planted along the west property line to screen the I-15 corridor. The detention pond will have Kentucky blue grass on the berms and a native grass seed mix at the base of the pond.

The future development pads will be left un-landscaped and sprayed with a compound that arrests dust and constrains weed growth.

The DRC had a few recommendations for the Planning Commission to consider.

- Change out the coniferous species by removing the Bristle Cone Pine trees and planting a taller species of Colorado Spruce.
- Due to the mature size of the Pfitzer Juniper drowning out the adjacent trees and shrubs, a recommendation was made to plant the Buffalo Juniper species to create more open spaces.
- Reposition the 6-foot shrubs from the adjacent drive aisle to the west property line, adjacent to the I-15 corridor.

Parking

City ordinance requires one parking space for every 200 square feet of occupied floor space. A gross total of parking for 85,125 square feet of floor space would equate to 426 parking spaces. A net total (which removes restrooms, docking areas and storage warehousing) would typically be a 20% reduction in floor area and would equate to 68,100 square feet or 340 parking spaces.

The site plan proposes 394 parking spaces, and 54 of the 394 spaces will be used for the junior anchor building when it is constructed. This will leave 340 parking spaces for WinCo Foods, which meets the parking ordinance requirement.

Utilities

The City's Engineering Department has reviewed the site plan and corresponding construction drawings for the required utilities for the site. There are some minor corrections that need to be made to the construction drawings with regards to sewer, water and storm drains. The corrections need to be re-submitted to the City and reviewed by the Engineering Department.

Staff Recommendation:

Staff recommends development plan approval be granted subject to meeting all Staff requirements as outlined in Staff memorandums.

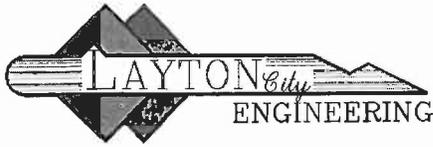
Engineering DR

Planning KW

Fire OB

Planning Commission Action: On October 28, 2014, the Planning Commission voted unanimously to recommend the Council grant development plan approval and approved the conditional use 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: Ron Schrieber, Ronald.schrieber@wincofoods.com
Tristan Van Slyke, tvanslyke@bhillsarch.com

CC: COMMUNITY DEVELOPMENT DEPARTMENT/FIRE DEPARTMENT

FROM: Debi Richards, Assistant City Engineer

DATE: October 7, 2014

SUBJECT: WINCO FOODS SITE PLAN REVIEW – 1ST SUBMITTAL
FORT LANE VILLAGE SUBDIVISION
SW CORNER OF FORT LANE AND GENTILE

I have reviewed the site plan for the WinCo Foods to be located on parcel 1 of the Fort Lane Village Subdivision submitted on September 29, 2014. The site plan may be approved subject to the following comments. This is not a complete list. Once a full set of construction plans are submitted for review a memo will be generated with a complete list. Some of the following comments are from the previous memo dated October 15, 2010.

GENERAL

A letter of approval from UDOT for all improvements on Gentile must be submitted. Any changes to the plans based on UDOT’s approval must be reviewed and approved by Layton City.

11”x17” electronic drawings of the utility plans must be submitted in a pdf format. These plans will be forwarded to the State Division of Water Quality for approval.

SWPPP – A copy of the Notice of Intent for the Storm Water Permit for Construction Activities from the State of Utah must be submitted to the City.

The plans should indicate the amount of acreage that will be disturbed based on the delineation of the limits of disturbance.

The erosion control measures shown on the plans should specify the required maintenance. The maintenance specifications for the concrete washout, construction entrance, silt fence, sediment basin and portable toilets should be added. These guidelines should describe when maintenance needs to be performed and how to properly perform the work.

TRAFFIC/STREETS - Traffic improvements along the frontage of Parcel 4 will be required to be constructed with any development on Parcel 4.

Speed bumps will not be allowed due to the adverse effect they have on emergency vehicles.

The traffic signal plans referenced must be submitted before final approval is given.

Stop signs must be added on Fort Lane at the entrance north of the Zion's Bank and on Gentile at the middle entrance.

All improvements shown on the site plan for the development of the WinCo on parcel 1 must be completed prior to occupancy of the WinCo building.

UDOT will determine the required pavement structure for trench repair on Gentile Street.

STORM DRAIN – The proposed design of the storm drain system for a 100 year storm event exceeds the City's required design for a 10 year storm event. The Developer should be aware the costs associated with the storm drain system could be reduced if the system were designed to meet a 10 year storm event.

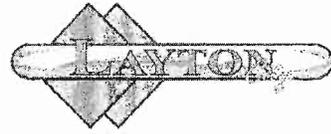
The previously drainage report has been approved. If the storm drain system has significant changes an addendum to the original report will need to be submitted. Appendix C indicates the calculated orifice area is .20 feet² which equates to a 6 inch diameter orifice. This has been red-lined on the plans and in the analysis.

WATER – The 8 inch water stubs into the remaining parcels may need to be looped through the parcels when they are developed if fire protection and culinary service both come off of the 8 inch stub. A separate lateral for service would have to be added if the lines are not planned to be looped through the parcels.

The profile of the water line on the original plans indicates high points will be created on the line. A 2 inch air-vac will be required at all high points.

SEWER – The sewer manhole on the previous plans at station 23+18.5 on sheet C7.2 does not meet the minimum 5.0 depth from finished ground to top of pipe.

The Developer should be aware, based on the proposed depth of the sanitary sewer line; parcels 6 and 7 may not have gravity sewer service and may be required to install individual pumps.



Memorandum

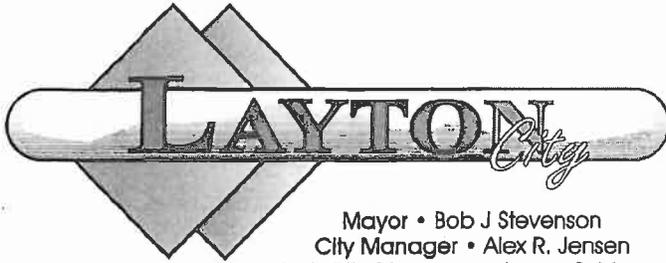
To: Planning Commission
From: Scott Carter, Parks Planner
Date: October 3, 2014
Re: WinCo Foods – Conditional Use – Southwest Corner of Fort Lane & Gentile

The Parks & Recreation Department does not have any particular concerns with granting a conditional use permit to WinCo. However, as the WinCo building, along with the storm water detention basin behind are constructed, we are concerned that care is taken not to damage the landscaped areas along Layton Parkway. Parks Maintenance cares for the Layton Parkway landscaping. Any damage done to that landscaping, either during construction, or during the long-term maintenance of the detention basin, will be repaired by WinCo at their expense. Parks Maintenance will not be doing any maintenance of the Winco detention basin.

Recommendation

Parks & Recreation supports granting conditional use approval to WinCo Foods noting the above concerns.

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.



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

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: Community Development, Attention: Julie Matthews

FROM: Dean Hunt, Fire Marshal 

RE: Winco Conditional Use Permit Application @ SW Corner of Fort Lane & Gentile

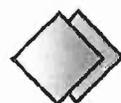
CC: 1) Engineering
2) Ron Schrieber, Ronald.schrieber@wincofoods.com
3) Tristian Van Slyke, tvanslyke@bhillarch.com

DATE: September 29, 2014

I have reviewed the conditional use permit application submitted on September 25, 2014 for the above referenced project. The Fire Prevention Division of this department has no comments or concerns regarding the conditional use permit application **and recommends granting approval of this application.**

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

DBH\Winco CU :kn
Plan # S14-091, District #31
Project Tracker #LAY 1409291470



CITY COUNCIL

November 6, 2014

WinCo Foods

Development
Plan

Legend

 City Boundary

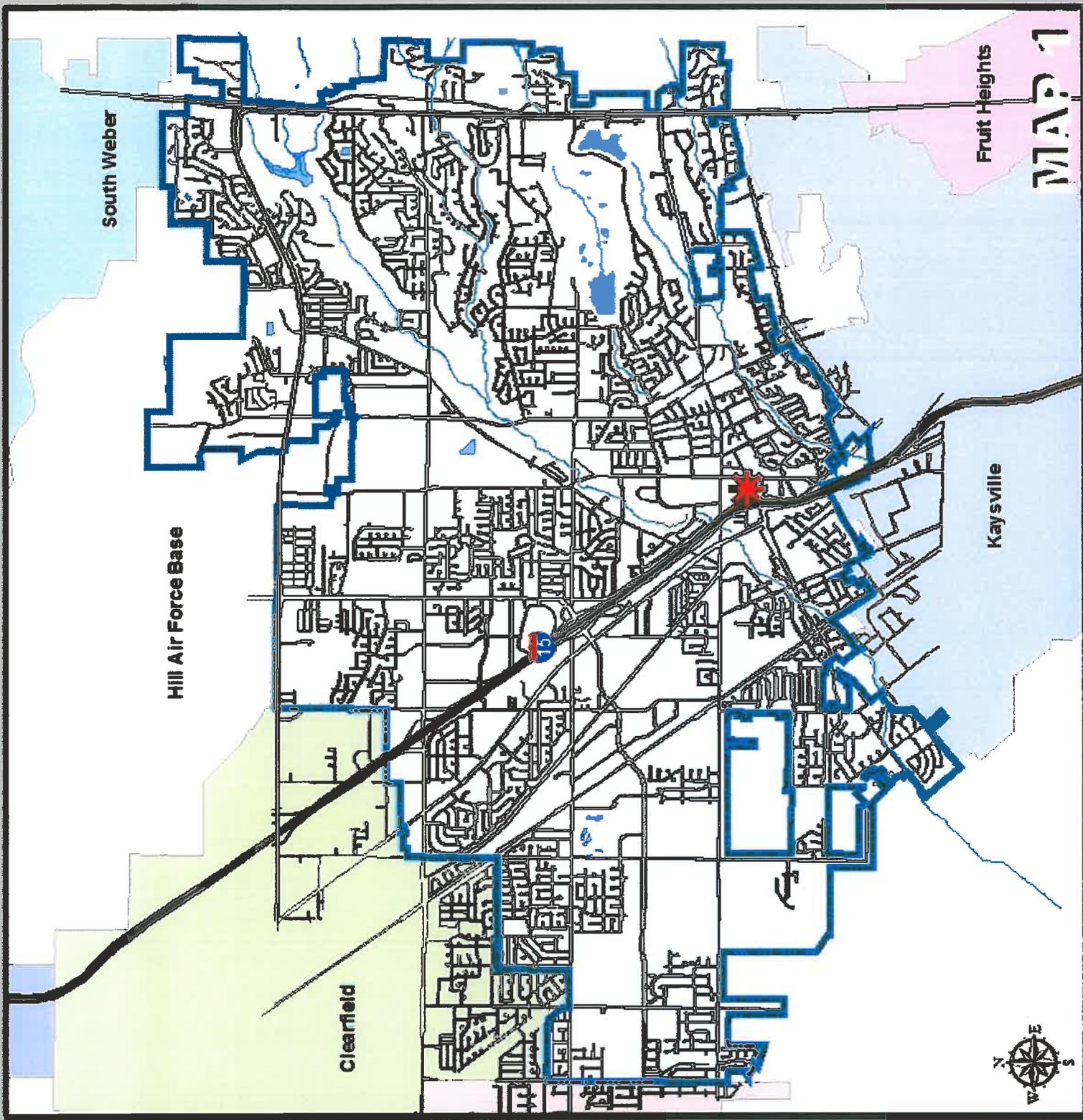
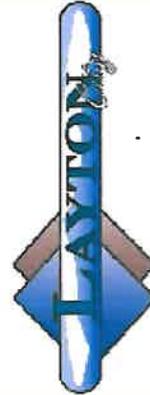
 Interstate 15

 Highways

 Lakes

 Streams

 - Project Site



MAP 1

CITY COUNCIL

November 6, 2014

WinCo Foods

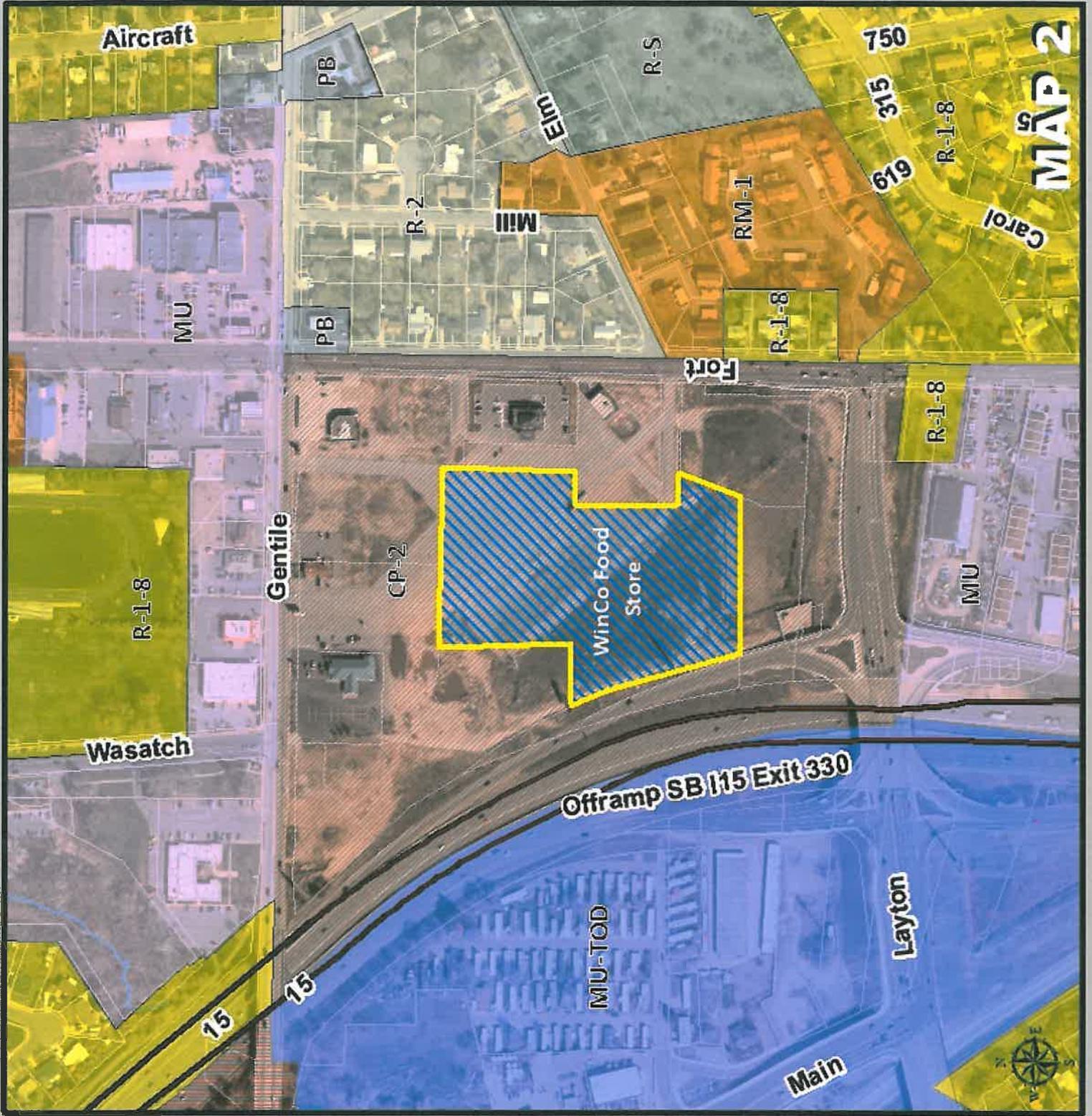
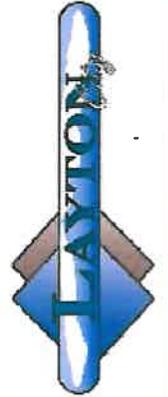
Development
Plan

Legend

-  City Boundary
-  Centerlines
-  Highways
-  Interstate 15
-  Streams
-  Lakes

 Project Area

1 inch = 323 feet



MAP 2

STORMWATER DETENTION POND

SERVICE AREA

WINCO FOODS

MAIN ENTRY

FUTURE DEVELOPMENT

FUTURE DEVELOPMENT

ZIONS BANK

FUTURE DEVELOPMENT

WELLS FARGO

VETERANS (I-15)



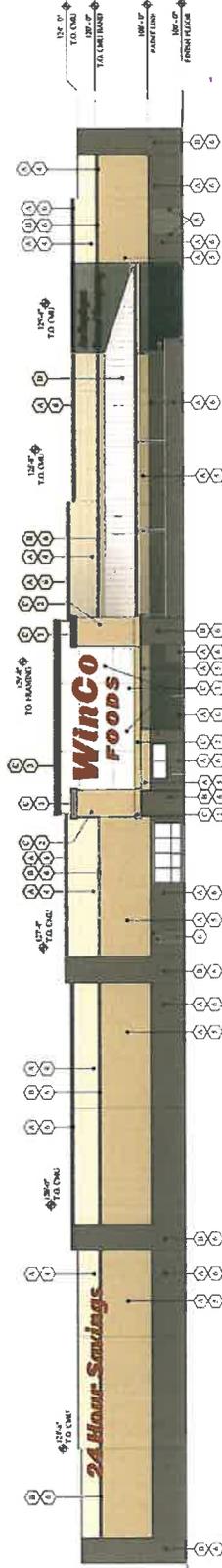
PLANT SCHEDULE

QTY.	KEY	COMMON NAME	BOTANICAL NAME	SIZE	NOTES
LARGE DECIDUOUS TREES					
16	FP	Marshall Seedless Ash	<i>Fraxinus pennsylvanica</i> 'Marshall Seedless'	2" CAL.	
1	GD	Kentucky Coffee Tree (podless)	<i>Gymnocladus dioica</i>	2" CAL.	
11	GT	Shademaster Honeylocust	<i>Gleditsia triacanthos</i> Inermis 'Shademaster'	2" CAL.	
1	GM	Bur Oak	<i>Quercus macrocarpa</i>	2" CAL.	
ORNAMENTAL DECIDUOUS TREES					
6	AA	Amur Maple	<i>Acer ginnala</i> 'Flame'	2" CAL.	
14	MS	Spring Snow Crabapple	<i>Malus x 'Spring Snow'</i>	2" CAL.	
1	GG	Gambel Oak	<i>Quercus gambellii</i>	2" CAL.	
CONIFEROUS TREES					
4	PA	Colorado Spruce	<i>Picea pungens</i>	5' HGT.	
2	PE	Pinon Pine	<i>Pinus edulis</i>	5' HGT.	
5	PN	Austrian Pine	<i>Pinus nigra</i>	5' HGT.	
5	PP	Ponderosa Pine	<i>Pinus ponderosa</i>	5' HGT.	
SHRUBS					
61	CC	Blue Mist Spirea	<i>Caryopteris clandonensis</i>	#5	
7	CH	Variegated Rock Cotoneaster	<i>Cotoneaster horizontalis</i> 'variegatus'	#5	
6	CI	Littleleaf Mountain Mahogany	<i>Cercocarpus intricatus</i>	#2	
6	CN	Dwarf Blue Rabbitbrush	<i>Chrysothamnus nauseosus</i>	#5	
2	CS	Red Twig Dogwood	<i>Cornus sericea</i>	#5	
20	JC	Armstrong Juniper	<i>Juniperus chinensis</i> 'Armstrongii'	#5	
41	JB	Buffalo Juniper	<i>Juniperus sabina</i> 'Buffalo'	#5	
25	PM	Mugo Pine	<i>Pinus mugo</i>	#5	
13	PQ	Ninebark	<i>Physocarpus opulifolius</i>	#5	
12	PT	Nanking Cherry	<i>Prunus tomentosa</i>	#5	
40	RA	Alpine Currant	<i>Ribes alpinum</i>	#5	
20	RG	Western Smooth Sumac	<i>Rhus glabra</i> 'Cismontana'	#5	
5	SV	Common Lilac	<i>Syringa wigartii</i>	#5	
PERENNIALS					
32	CA	Karl Foerster Feather Reed Grass	<i>Calamagrostis x acutiflora</i> 'Karl Foerster'	#1	
20	GA	Blanket Flower	<i>Gaillardia aristata</i>	#1	
15	FO	Blue Sheep Fescue	<i>Festuca ovina</i> var. <i>glauca</i> 'Elijah Blue'	#1	
12	SG	May Night Salvia	<i>Salvia sylvestris</i> x 'Mahnacht'	#1	

FRONT ELEVATION



ENTRY VIEW



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

Item Number: 6.A.

Subject:

Annexation Request – Eric Martz – Annexation of Property and Annexation Agreement – Ordinance 14-21 and Resolution 14-70 – 1242 East Pheasant View Drive

Background:

The proposal is to annex .43 acres. The annexation area consists of a parcel owned by Eric Martz (see attached annexation aerial).

Per State Code 10-2-418, the City can annex a piece of real property when considered as an island or peninsula. The .43 acres is considered an island as a landlocked piece of property adjacent to the petitioner's development in Layton City.

An Annexation Agreement has been prepared to accompany the annexation of property. The agreement outlines the responsibilities of the property owner as well as some limitations for the proposed use as an assisted living facility for memory care residents. The agreement limits the number of units both for the entire facility and the facility addition. The agreement gives direction for the aesthetics of the property with regards to building architecture and fencing.

Alternatives:

Alternatives to the First Motion: Alternatives are to 1) Adopt Resolution 14-70 approving an Annexation Agreement for annexing an island of real property into Layton City; or 2) Not adopt Resolution 14-70 denying the Annexation Agreement.

Alternatives to the Second Motion: Alternatives are to 1) Adopt Ordinance 14-21 annexing an island of real property into Layton City; or 2) Not adopt Ordinance 14-21 denying the request for annexation.

Recommendation:

Staff recommends the Council adopt Resolution 14-70 and Ordinance 14-21 approving the Annexation Agreement and the request for annexing an island of real property into Layton City. State Code states that when annexing an island or peninsula of property into the City it does not need a recommendation from the Planning Commission; therefore, there is no motion forwarded to the City Council from the Planning Commission.

RESOLUTION 14-70

ADOPTING AN AGREEMENT FOR THE ANNEXATION AND DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND ERIC MARTZ.

WHEREAS, Owner, (hereafter "Owner") Eric Martz is annexing and developing certain property located at approximately 1242 East Pheasant View Drive ("Subject Area") in Layton City; and

WHEREAS, Owner and Layton City have entered into an agreement setting forth the responsibilities of both parties relative to various aspects of the development of the Subject Area to accommodate annexation and development with appropriate infrastructure, land uses and design to enhance the general area; and

WHEREAS, the City Council has determined it to be in the best interest of the citizens of Layton City to enter into this agreement to ensure that the Subject Area will be developed according to the overall objectives and intent of the City's General Plan and in the best interest of the City.

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

1. The agreement entitled "Agreement for the Annexation and Development of Land between Layton City and Eric Martz" is hereby adopted and approved.

2. The Mayor is authorized to execute the Agreement, which is attached hereto and incorporated herein by this reference.

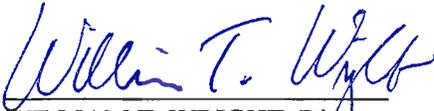
PASSED AND ADOPTED by the City Council of Layton, Utah, this _____ day of _____, 2014.

ROBERT J STEVENSON, Mayor

ATTEST:

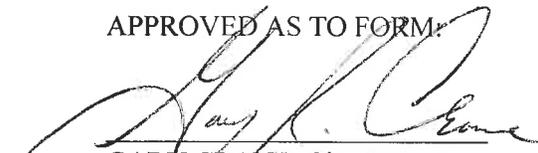
THIEDA WELLMAN, City Recorder

SUBMITTING DEPARTMENT:



WILLIAM T. WRIGHT, Director
Community and Economic Development

APPROVED AS TO FORM:



GARY CRANE, City Attorney

**AGREEMENT FOR THE ANNEXATION AND DEVELOPMENT OF LAND BETWEEN
LAYTON CITY AND ERIC MARTZ**

THIS AGREEMENT for the annexation and development of land (hereinafter referred to as this “Agreement”) is made and entered into this _____ day of _____, 2014 between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as “City”), and Eric Martz (hereinafter collectively referred to as “Owner”). City and Owner are collectively referred to as the “Parties” and individually as a “Party”.

RECITALS

WHEREAS, in furtherance of the objectives of the Layton City General Plan, City has considered an application for an annexation of property into the City located at approximately 1242 East Pleasant View Drive in Unincorporated Davis County (hereinafter the “Annexation Area”); and

WHEREAS, the total area proposed for annexation consists of approximately .43 acres, which is described and depicted on Exhibit “A” attached hereto (hereinafter Exhibit “A”); and

WHEREAS, Owner has presented a proposal for development of the Subject Area to the City, which provides for development in a manner consistent with the overall objectives of Layton City’s General Plan; and

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

WHEREAS, City desires to annex .43 acres (hereinafter “Annexation Area”) and zone the Subject Area subject to Owner agreeing to certain development limitations and undertakings described herein, which will provide protection for the Subject Area and surrounding property values and will enable the City Council to consider the approval of such development at this time; and

WHEREAS, City believes that entering into the Agreement with Owner is in the vital and best interest of the City and the 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, covenants and agrees 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 Owner, as depicted on Exhibit “A.”
- 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 “City’s Undertakings” shall mean the obligations of the City set forth in Article III.
- 1.4 “Owner” shall mean Eric Martz. The principal mailing addresses for Owner is listed in paragraph 7.2.
- 1.5 “Owner’s Undertakings” shall have the meaning set forth in Article IV.
- 1.6 “R-S” zoning shall mean a single-family use district, the minimum lot area, setbacks and frontage, as well as the principal and accessory structures within which, are restricted by Table 5-1 of the Zoning Regulation Chart.

1.7 “Subject Area” shall have the meaning set forth in the Recitals hereto. The Subject Area is depicted on Exhibit “A” hereto.

1.8. “Annexation Area” shall have the meaning set forth in the Recitals hereto. The Annexation Area is depicted on Exhibit “A” hereto.

ARTICLE II CONDITIONS PRECEDENT

2.1 The following are conditions precedent to Owner’s obligations under this Agreement, including without limitation Owner’s Undertakings in Article IV: (a) City’s approval of this Agreement, including approvals of City’s Planning Commission and Council, and full execution of this Agreement by City, and (b) Zoning of the Subject Area consistent with Exhibit “B.” Once annexed, the City will act promptly to zone the Subject Area consistent with Exhibit “B,” and as depicted in Exhibit “B,” which includes:

2.1.1 .43 acres of R-S (Residential Suburban) zoning as shown in Exhibit “B.”

2.2 With respect to zoning, Owner agrees to design and construct superior quality structures.

ARTICLE III CITY’S UNDERTAKINGS

3.1 City shall approve this Agreement (including approvals by the City Council) prior to its decision to annex the Subject Area, and consistent with, Article II.

ARTICLE IV OWNER’S UNDERTAKINGS AND RIGHTS

After the Effective Date, and conditioned upon City’s performance of its undertakings set forth in Article III, and provided Owner has not terminated this Agreement pursuant to Section 7.8, Owner agrees to the following:

4.1 **Zoning.** Zoning and development of the Subject Area shall comply with Article II as outlined in Exhibit “B,” Once the Subject Property is annexed and zoned in accordance with Article II, development of the Subject Area shall comply with all applicable City rules, regulations and codes.

4.2 **Assisted Living Facility.** The maximum number of units for the entire facility is 36 units.

4.3 **Assisted Living Facility Type.** The 17 unit facility addition shall be limited to Alzheimer or memory care residents.

4.4 **Fencing.** The assisted living facility shall have a continuous six-foot, solid-vinyl fence with an earth tone color surrounding the property except for the entrance of the site from Pheasant View Drive.

4.5 **Architecture.** The exterior building architecture and materials of the addition shall be similar to the existing structure with regards to pitched roofs, stone, stucco, timber and other masonry type materials.

4.6 **Not Considered Approvals.** Except as otherwise provided herein, these enumerations are not to be construed as approvals thereof, as any required approval process must be pursued independent hereof.

4.7 **Amendments.** Owner agrees to limit development to the uses provided herein. If other uses are desired, Owner agrees to seek amendment of this Agreement before pursuing approval of those uses.

4.8 **Conflicts.** Except as otherwise provided, any conflict between the provisions of this Agreement and the City's standards for improvements, shall be resolved in favor of the stricter requirement.

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 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, reasonably pursue completion of the development. Each phase or completed portion of the project must independently meet the requirements of this Agreement and the City's ordinances and regulations, such that it will stand alone, if no further work takes place on the project.

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 Owner's Property 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 without limitation 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 exercise by City, its agents or employees of its rights granted in this paragraph.

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.

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 **Extension.** Any 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, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.

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 30 days.

**ARTICLE VII
GENERAL PROVISIONS**

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 all or any portion of Owner’s Property. 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 Owner: Eric Martz
437 West 1925 North
Layton, Utah 84041

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)

Upon at least ten (10) days’ prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of America

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 City and the Owner.

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 of 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 an Owner'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.** The recordation of any documents or plats shall be as follows:

7.9.1 Notice of this Agreement will be recorded in the Davis County Recorder's Office.

7.10 **Recording Amendments.** Any subsequent amendment to this Agreement may be recorded as agreed by the Parties.

7.11 **Exhibits.** The following Exhibits are attached to and from a part of this Agreement:

Exhibit "A" - Description of Annexation Area

Exhibit "B" - Description of Rezone Area

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.

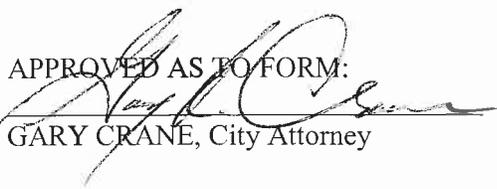
LAYTON CITY CORPORATION

ROBERT J STEVENSON, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:


GARY CRANE, City Attorney

Signed by

Subscribed and sworn to me this _____ day of _____, 20__.

Notary

Signed by

Subscribed and sworn to me this _____ day of _____, 20__.

Notary

EXHIBIT "A"



EXHIBIT "A"

Eric Martz

Annexation

Legend

- Centerlines
- City Boundary
- Interstate 15
- Highways
- Lakes
- Streams

Annexation Area

1 inch = 104 feet



EXHIBIT "B"

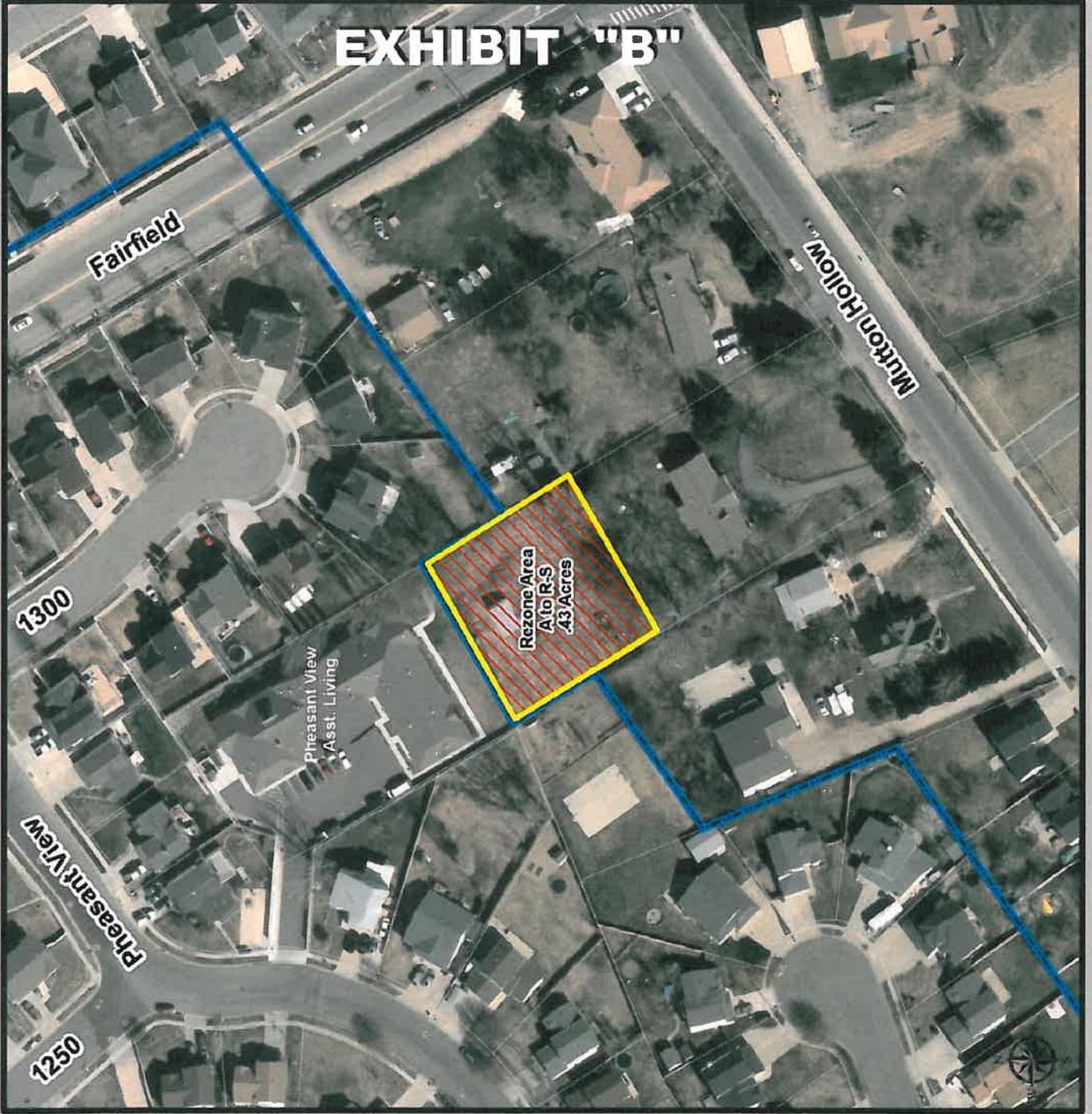


EXHIBIT "B"

Eric Martz

Annexation

Legend

- Centerlines
- City Boundary
- Interstate 15
- Highways
- Lakes
- Streams
- Rezoning Area

1 inch = 104 feet



ORDINANCE 14-21
(Eric Martz Annexation)

AN ORDINANCE ANNEXING REAL PROPERTY LOCATED AT APPROXIMATELY 1242 EAST PHEASANT VIEW DRIVE INTO THE CITY AND EXTENDING THE CORPORATE LIMITS OF THE CITY.

WHEREAS, the City has determined that the property located at approximately 1242 East Pheasant View Drive is part of an existing unincorporated parcel of property contiguous to Layton City; and

WHEREAS, this property is identified in the Layton City Annexation Policy Plan, Expansion Area, adopted by the City Council on December 5, 2002; and

WHEREAS, the City Council adopted Resolution 14-65 expressing Layton City's intent to annex said property; and

WHEREAS, a plat of said real property has been prepared under the supervision of a competent surveyor, showing the size and location of said real property and showing that the same is contiguous to the present corporate limits of Layton City; and

WHEREAS, the City Council has determined that in their judgment, this annexation meets the standards set forth in Section 10-2-418 of the Utah State Code, and the noticing requirements therein have been satisfied; and

WHEREAS, the Layton City Council deems it to be in the best interest of the City and its citizens to annex the real property described herein to Layton City.

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

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

SECTION II: Enactment. That the following described real property is hereby annexed to Layton City, and the corporate limits of the city are hereby extended to include said real property:

BEG AT A PT N 89°46'40" W 388.090 FT & S 116.83 FT FR THE NE COR OF THE SW 1/4 OF SEC 27-T4N-R1W, SLM, TO A PT SE'LY & PERP'LY DISTANT 25.00 FT, M/L, FR AN EXIST 5 FT WOOD FENCE; TH S 60°03'15" W 145.58 FT, WH IS SE'LY & PERP'LY DISTANT 25 FT FR SD WOOD FENCE TO THE E'LY BNDRY OF EGBERT'S PLACE SUB; TH N 31°04'15" W 131.85 FT, M/L, TO THE S'LY LINE OF PPTY AS DEEDED IN BK 2238 AT PG 770; TH N 60°03'15" E 147.15 FT TO A PT EXTENDING NW'LY FR THE NW COR OF PPTY AS DEEDED IN BK 2158 AT PG 1035 & BEING THE W'LY BNDRY OF FIDDLERS CREEK NO 3; TH S 30°23'19" E 131.829 FT ALG SD SUB & DEED LINE TO THE POB. CONT. 0.43 ACRES

SECTION III: That the City Recorder is directed to file a certified copy of the plat of said real property and a certified copy of this ordinance of annexation with the Davis County Recorder.

SECTION IV: Severability. If any section, subsection, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of the said ordinance.

SECTION V: Effective date. This ordinance shall go into effect at the expiration of the 20th day after publication or posting or the 30th day after final passage as noted below or whichever of said days is more remote from the date of passage thereof.

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:

for Gary Crane

GARY CRANE, City Attorney

SUBMITTING DEPARTMENT:
William T. Wright

WILLIAM T. WRIGHT, Director
Community & Economic Development



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

Staff Report

To: City Council

From: Kem Weaver, Planner II 

Date: November 6, 2014

Re: Annexation Agreement and Annexation (Eric Martz) – Resolution 14-70 and Ordinance 14-21

Location: 1242 East Pheasant View Drive

Current Zoning: Unincorporated County (A – Agriculture)

Description:

The property proposed for annexation is a .43 acre island. The annexation property is under the current ownership of Eric Martz. The annexation area is surrounded by single family subdivisions that are zoned R-1-8 within the Layton City boundary. To the south are properties that are within Kaysville City fronting Mutton Hollow Drive.

Background:

The .43 acre parcel that is being proposed for annexation has been disconnected from Kaysville City at the request of the property owner. Mr. Martz owns the Pheasant View Assisted Living Center adjacent to the north of the .43 acre parcel. The intent of the annexation is to expand the assisted living center.

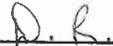
State Code allows an island or peninsula to be annexed into a jurisdiction without the requirement of a plat. State Code does not require a recommendation to annex property from the Planning Commission of a jurisdiction. Therefore there is no recommendation from the Planning Commission and an annexation plat will not be recorded. The City boundary will adjust through a legal description to be recorded at Davis County.

The annexation petition was accepted and certified by the City Council on September 18, 2014. The property is within the City's expansion area covered by the Annexation Policy Plan. If the annexation is approved, the zoning of the property will come back before the City Council with a recommendation from the Planning Commission on December 4, 2014.

An Annexation Agreement is to accompany the annexation of the property. The agreement outlines the responsibilities of the property owner and sets some boundaries for the proposed use as an assisted living facility for memory care residents. The agreement gives direction for the aesthetics of the property with fencing and the architecture of the building, which will need to match the existing building. The agreement limits the total number of units as well as the maximum number of units for the addition.

Staff Recommendation:

Staff recommends approval of the Annexation Agreement and the annexation of an island subject to meeting all Staff requirements.

Engineering 

Planning 

Fire 

Planning Commission Action: Planning Commission action was not required for the annexation of .43 acres.

CITY COUNCIL

November 6, 2014

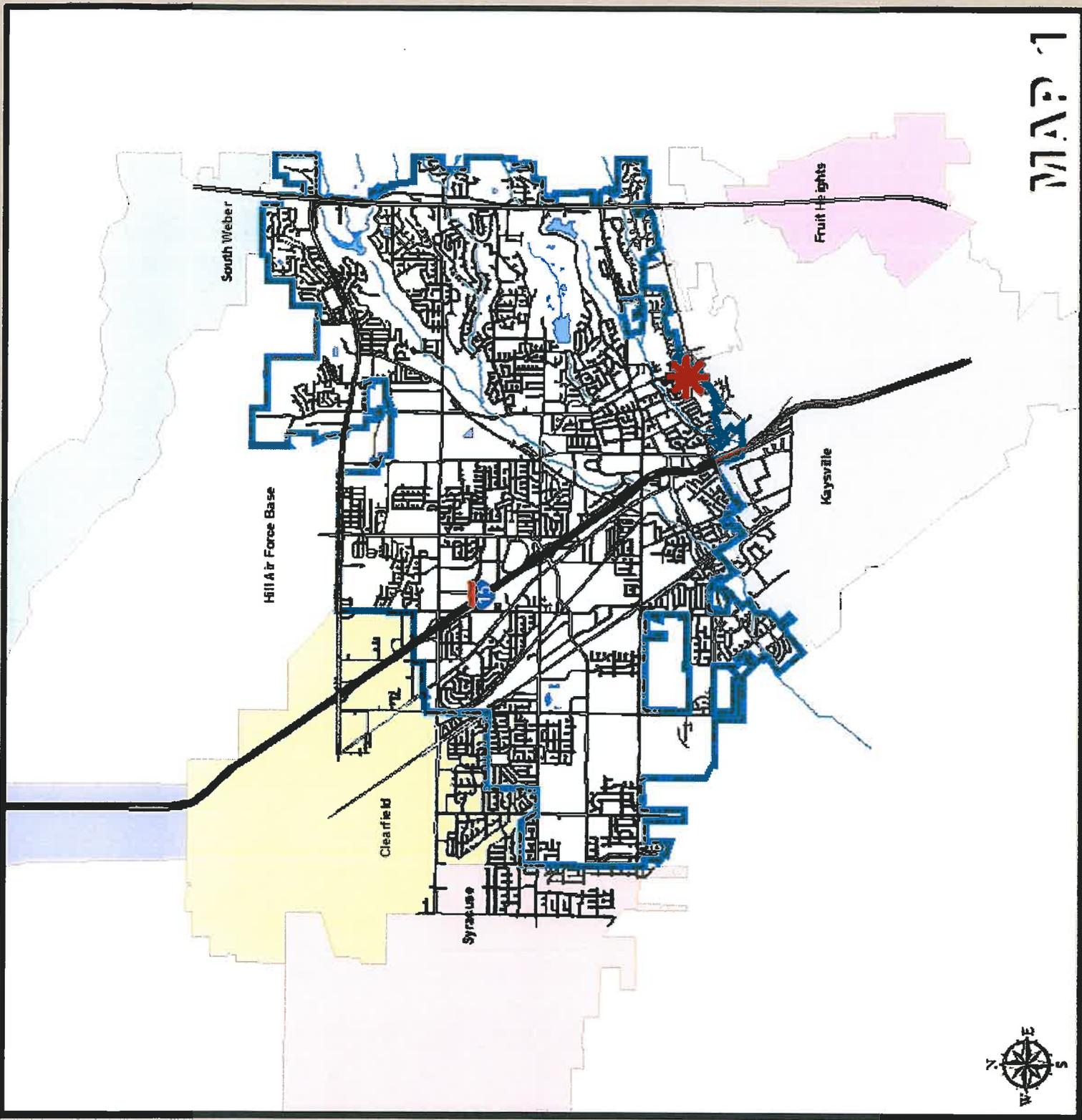
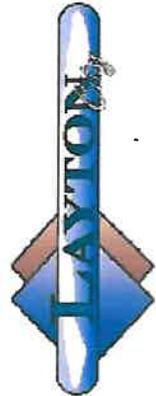
Eric Martz

Annexation of Real Property

Legend

-  City Boundary
-  Interstate 15
-  Highways
-  Lakes
-  Streams

 - Project Site





CITY COUNCIL

November 6, 2014

Eric Martz

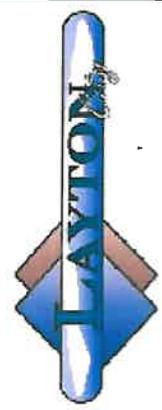
Annexation of Real Property

Legend

- Centerlines
- Interstate 15
- Highways
- Lakes
- Streams

 Project Area

1 inch = 137 feet



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

Item Number: 6.B.

Subject:

Annexation Request – Daniel’s Canyon – Annexation and Rezone – Ordinances 14-23 and 14-24 – Approximately 1300 North 3300 East

Background:

The proposal is to annex 2.143 acres. The annexation area consists of three separate areas all owned by River Ridge Partners, LC (see attached annexation plat). Area 1 consists of 1.820 acres, Area 2 consists of 0.209 acres and Area 3 consists of 0.114 acres. When recording the plat, it was discovered that these three areas of the Daniel’s Canyon Subdivision were not within the Layton City limits. The proposed annexation plat will align the City boundary with the approved Daniel’s Canyon Subdivision plat.

Alternatives:

Alternatives to the First Motion: Alternatives are to 1) Adopt Ordinance 14-23 annexing property for the Daniel’s Canyon Subdivision; or 2) Not adopt Ordinance 14-23 denying the annexation.

Alternatives to the Second Motion: Alternatives are to 1) Adopt Ordinance 14-24 rezoning the annexed property from A to R-1-10; or 2) Not adopt Ordinance 14-24 denying the rezone.

Recommendation:

On October 14, 2014, the Planning Commission unanimously recommended the Council grant approval of Ordinance 14-23 annexing property for the Daniel’s Canyon Subdivision and Ordinance 14-24 rezoning the annexed property from A to R-1-10.

Staff supports the recommendation of the Planning Commission.

ORDINANCE 14-23
(Daniel's Canyon Annexation)

AN ORDINANCE ANNEXING REAL PROPERTY LOCATED AT APPROXIMATELY 1300 NORTH 3300 EAST INTO THE CITY AND EXTENDING THE CORPORATE LIMITS OF THE CITY.

WHEREAS, the City has determined that the property located at approximately 1300 North 3300 East is part of an existing unincorporated parcel of property contiguous to Layton City; and

WHEREAS, this property is identified in the Layton City Annexation Policy Plan, Expansion Area, adopted by the City Council on December 5, 2002; and

WHEREAS, the City Council adopted Resolution 14-60 expressing Layton City's intent to annex said property; and

WHEREAS, a plat of said real property has been prepared under the supervision of a competent surveyor, showing the size and location of said real property and showing that the same is contiguous to the present corporate limits of Layton City; and

WHEREAS, the City Council has determined that in their judgment, this annexation meets the standards set forth in Section 10-2-418 of the Utah State Code, and the noticing requirements therein have been satisfied; and

WHEREAS, the Layton City Council deems it to be in the best interest of the City and its citizens to annex the real property described herein to Layton City.

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

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

SECTION II: Enactment. That the following described real property is hereby annexed to Layton City, and the corporate limits of the city are hereby extended to include said real property:

Beginning at the Northeast Corner of an annexation to Layton City Corporation shown on a recorded Annexation Plat titled "Plat of the Addition to the Corporate Limits of Layton City," Entry no. 1433085, in Book 2344 at Page 1176 on August 20, 1998, (said annexation also being described in Layton City Ordinance 98-08, recorded in the office of the Davis County Recorder Entry no. 1433085, in Book 2344 at Page 1176 on August 20, 1998, and being South 89°47'10" East **1828.01 feet (1828.00 feet on said annexation plat)** along the quarter section line and **South 1°42'40" East 1059.00 feet, (South 1°24'40" East 1059.00 feet on said annexation plat)** and South 85°48'40" East 29.99 feet and South 86°00'00" East 292.91 feet from the West Quarter Corner of Section 13, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running;

Thence South 86°00'00" East 269.56 feet;

Thence South 6°56'34" East 224.40 feet;

Thence South 34°28'42" West 126.87 feet;

Thence South 1°00'32" East 129.97 feet;

Thence South 10°10'04" East 139.37 feet;

Thence South 17°46'03" West 141.01 feet to the east line of Layton City Corporation as shown on the Annexation Plat titled "Plat of the Addition to the Corporate Limits of Layton City," Entry no. 1433085, in Book 2344 at Page 1176 on August 20, 1998;

Thence South 2°33'30" West 16.62 feet along the east line of Layton City Corporation as shown on the Annexation Plat titled "Plat of the Addition to the Corporate Limits of Layton City," Entry no. 1433085, in Book 2344 at Page 1176 on August 20, 1998

Thence South 8°43'15" West 198.46 feet along the east line of Layton City Corporation as shown on the Annexation Plat titled "Plat of the Addition to the Corporate Limits of Layton City," Entry no. 1433085, in Book 2344 at Page 1176 on August 20, 1998;

Thence South 32°37'51" East 133.25 feet;

Thence North 87°48'48" West 347.54 feet;

Thence northwesterly 32.99 feet along the arc of a 50.00 foot radius curve to the left, (center bears North 2°11'29" East and long chord bears North 68°54'17" West 32.40 feet, with a central angle of 37°48'28"), to the south line of Layton City Corporation as shown on the Annexation Plat titled "Plat of the Addition to the Corporate Limits of Layton City," Entry no. 1433085, in Book 2344 at Page 1176 on August 20, 1998;

Thence North 89°34'56" West 221.50 feet along the south line of Layton City Corporation as shown on the Annexation Plat titled "Plat of the Addition to the Corporate Limits of Layton City," Entry no. 1433085, in Book 2344 at Page 1176 on August 20, 1998;

Thence South 22.17 feet;

Thence North 89°34'56" West 230.51 feet;

Thence North 29°00'00" East 25.25 feet to the south line of Layton City Corporation as shown on the Annexation Plat titled "Plat of the Addition to the Corporate Limits of Layton City," Entry no. 1433085, in Book 2344 at Page 1176 on August 20, 1998;

Thence South 89°34'56" East 731.72 feet along the south line to the Southeast Corner of Layton City Corporation as shown on the Annexation Plat titled "Plat of the Addition to the Corporate Limits of Layton City," Entry no. 1433085, in Book 2344 at Page 1176 on August 20, 1998;

Thence North 8°43'15" East 288.93 feet along the east line of Layton City Corporation as shown on the Annexation Plat titled "Plat of the Addition to the Corporate Limits of Layton City," Entry no. 1433085, in Book 2344 at Page 1176 on August 20, 1998;

Thence North 2°33'30" East 147.00 feet along the east line of Layton City Corporation as shown on the Annexation Plat titled "Plat of the Addition to the Corporate Limits of Layton City," Entry no. 1433085, in Book 2344 at Page 1176 on August 20, 1998;

Thence North 11°37'52" West 300.00 feet along the east line of Layton City Corporation as shown on the Annexation Plat titled "Plat of the Addition to the Corporate Limits of Layton City," Entry no. 1433085, in Book 2344 at Page 1176 on August 20, 1998;

Thence North 25°22'26" West 358.00 feet along the east line of Layton City Corporation as shown on the Annexation Plat titled "Plat of the Addition to the Corporate Limits of Layton City," Entry no. 1433085, in Book 2344 at Page 1176 on August 20, 1998 to the point of beginning.

Contains 93,348 square feet, 2.143 acres

SECTION III: That the City Recorder is directed to file a certified copy of the plat of said real property and a certified copy of this ordinance of annexation with the Davis County Recorder.

SECTION IV: Severability. If any section, subsection, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of the said ordinance.

SECTION V: Effective date. This ordinance shall go into effect at the expiration of the 20th day after publication or posting or the 30th day after final passage as noted below or whichever of said days is more remote from the date of passage thereof.

PASSED AND ADOPTED by the City Council of Layton, Utah, this _____ day of _____, 2014.

ATTEST:

ROBERT J STEVENSON, Mayor

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:

Gary Crane

So. GARY CRANE, City Attorney

SUBMITTING DEPARTMENT:
William T. Wright

WILLIAM T. WRIGHT, Director
Community & Economic Development

ORDINANCE 14-24
(Daniel's Canyon Rezone)

AN ORDINANCE AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING CLASSIFICATION OF THE HEREINAFTER DESCRIBED PROPERTY, LOCATED AT APPROXIMATELY 1300 NORTH 3300 EAST FROM A (AGRICULTURE) TO R-1-10 (SINGLE FAMILY RESIDENTIAL) AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has determined that with the annexation of said property, a change in the zoning classification for the property described herein below is necessary; and

WHEREAS, the Planning Commission has reviewed the request and has recommended that the rezone of said property from A to R-1-10 be approved; and

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

WHEREAS, at the conclusion of the public hearing and upon making the necessary reviews, the City Council has determined that this amendment is rationally based, is reasonable, is consistent with the intent of the City's General Plan, which is in furtherance of the general health, safety, and welfare of the citizenry.

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

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

SECTION II: Enactment. The zoning ordinance is hereby amended by changing the zone classification of the following property from A (Agriculture) to R-1-10 (Single Family Residential).

Beginning at the Northeast Corner of an annexation to Layton City Corporation shown on a recorded Annexation Plat titled "Plat of the Addition to the Corporate Limits of Layton City," Entry no. 1433085, in Book 2344 at Page 1176 on August 20, 1998, (said annexation also being described in Layton City Ordinance 98-08, recorded in the office of the Davis County Recorder Entry no. 1433085, in Book 2344 at Page 1176 on August 20, 1998, and being South 89°47'10" East **1828.01 feet (1828.00 feet on said annexation plat)** along the quarter section line and **South 1°42'40" East 1059.00 feet, (South 1°24'40" East 1059.00 feet on said annexation plat)** and South 85°48'40" East 29.99 feet and South 86°00'00" East 292.91 feet from the West Quarter Corner of Section 13, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running;

Thence South 86°00'00" East 269.56 feet;

Thence South 6°56'34" East 224.40 feet;

Thence South 34°28'42" West 126.87 feet;

Thence South 1°00'32" East 129.97 feet;

Thence South 10°10'04" East 139.37 feet;

Thence South 17°46'03" West 141.01 feet to the east line of Layton City Corporation as shown on the Annexation Plat titled "Plat of the Addition to the Corporate Limits of Layton City," Entry no. 1433085, in Book 2344 at Page 1176 on August 20, 1998;

Thence South 2°33'30" West 16.62 feet along the east line of Layton City Corporation as shown on the Annexation Plat titled "Plat of the Addition to the Corporate Limits of Layton City," Entry no. 1433085, in Book 2344 at Page 1176 on August 20, 1998

Thence South 8°43'15" West 198.46 feet along the east line of Layton City Corporation as shown on the Annexation Plat titled "Plat of the Addition to the Corporate Limits of Layton City," Entry no. 1433085, in Book 2344 at Page 1176 on August 20, 1998;
Thence South 32°37'51" East 133.25 feet;
Thence North 87°48'48" West 347.54 feet;
Thence northwesterly 32.99 feet along the arc of a 50.00 foot radius curve to the left, (center bears North 2°11'29" East and long chord bears North 68°54'17" West 32.40 feet, with a central angle of 37°48'28"), to the south line of Layton City Corporation as shown on the Annexation Plat titled "Plat of the Addition to the Corporate Limits of Layton City," Entry no. 1433085, in Book 2344 at Page 1176 on August 20, 1998;
Thence North 89°34'56" West 221.50 feet along the south line of Layton City Corporation as shown on the Annexation Plat titled "Plat of the Addition to the Corporate Limits of Layton City," Entry no. 1433085, in Book 2344 at Page 1176 on August 20, 1998;
Thence South 22.17 feet;
Thence North 89°34'56" West 230.51 feet;
Thence North 29°00'00" East 25.25 feet to the south line of Layton City Corporation as shown on the Annexation Plat titled "Plat of the Addition to the Corporate Limits of Layton City," Entry no. 1433085, in Book 2344 at Page 1176 on August 20, 1998;
Thence South 89°34'56" East 731.72 feet along the south line to the Southeast Corner of Layton City Corporation as shown on the Annexation Plat titled "Plat of the Addition to the Corporate Limits of Layton City," Entry no. 1433085, in Book 2344 at Page 1176 on August 20, 1998;
Thence North 8°43'15" East 288.93 feet along the east line of Layton City Corporation as shown on the Annexation Plat titled "Plat of the Addition to the Corporate Limits of Layton City," Entry no. 1433085, in Book 2344 at Page 1176 on August 20, 1998;
Thence North 2°33'30" East 147.00 feet along the east line of Layton City Corporation as shown on the Annexation Plat titled "Plat of the Addition to the Corporate Limits of Layton City," Entry no. 1433085, in Book 2344 at Page 1176 on August 20, 1998;
Thence North 11°37'52" West 300.00 feet along the east line of Layton City Corporation as shown on the Annexation Plat titled "Plat of the Addition to the Corporate Limits of Layton City," Entry no. 1433085, in Book 2344 at Page 1176 on August 20, 1998;
Thence North 25°22'26" West 358.00 feet along the east line of Layton City Corporation as shown on the Annexation Plat titled "Plat of the Addition to the Corporate Limits of Layton City," Entry no. 1433085, in Book 2344 at Page 1176 on August 20, 1998 to the point of beginning.

Contains 93,348 square feet, 2.143 acres

SECTION III: Update of Official Zoning Map. The Official Layton City Zoning Map is hereby amended to reflect the adoption of this ordinance.

SECTION IV: Severability. If any section, subsection, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of the said ordinance.

SECTION V: Effective date. This ordinance shall go into effect at the expiration of the 20th day after publication or posting or the 30th day after final passage as noted below or whichever of said days is more remote from the date of passage thereof.

PASSED AND ADOPTED by the City Council of Layton, Utah, this _____ day of _____, 2014.

ROBERT J STEVENSON, Mayor

ATTEST:

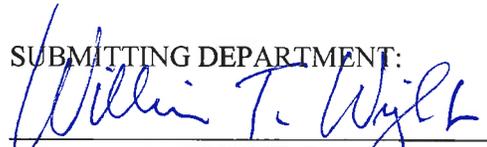
THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:

for 

GARY CRANE, City Attorney

SUBMITTING DEPARTMENT:



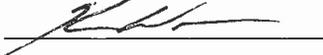
WILLIAM T. WRIGHT, Director
Community & Economic Development



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

Staff Report

To: City Council

From: Kem Weaver, Planner II 

Date: November 6, 2014

Re: Annexation and Rezone Request (Daniel's Canyon) – A (Agriculture) to R-1-10
(Single Family Residential)

Location: Approximately 1300 North 3300 East

Current Zoning: Unincorporated County (A – Agriculture)

Proposed Zoning: R-1-10 (Single Family Residential)

Current Minimum Lot Size: N/A

Proposed Minimum Lot Size: 10,000 Square Feet

Description:

The property proposed for annexation is a combination of three separate parcels totaling 2.143 acres. The annexation area parcels are under the current ownership of River Ridge Partners, LC. The annexation area is east and partly south of the recently approved Daniel's Canyon Subdivision. To the north and east is Forest Service land, with unincorporated Davis County to the south. The adjacent single family subdivisions are zoned R-1-10.

Background:

The City Council approved the Daniel's Canyon Private Subdivision on December 6, 2007. At that time it was assumed that the entire subdivision was annexed into the City on July 2, 1998. When the subdivision plat was recently sent to the County to be recorded, it was discovered that 2.143 acres of the private subdivision was still in unincorporated Davis County.

The annexation petition was accepted and certified by the City Council on September 18, 2014. The property is within the City's expansion area covered by the Annexation Policy Plan. The proposed R-1-10 zoning is consistent with the General Plan recommendation of

Plan. The proposed R-1-10 zoning is consistent with the General Plan recommendation of single family residential at 0 to 3 dwelling units per acre. The R-1-10 zoning will extend the same zoning designation with the approved private subdivision and surrounding R-1-10 single family subdivisions.

Staff Recommendation:

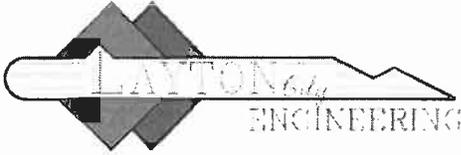
Staff recommends approval of the annexation and rezone to R-1-10 subject to meeting all Staff requirements.

Engineering D.R.

Planning [Signature]

Fire [Signature]

Planning Commission Action: On October 14, 2014, the Planning Commission voted unanimously to recommend the Council grant approval of the annexation and rezone to R-1-10 subject to meeting all Staff requirements.



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: Keith Russell; krussell@ensignutah.com
Mark Thayne; mthayne@nscproperties.com

FROM: Shannon Hansen, Staff Engineer

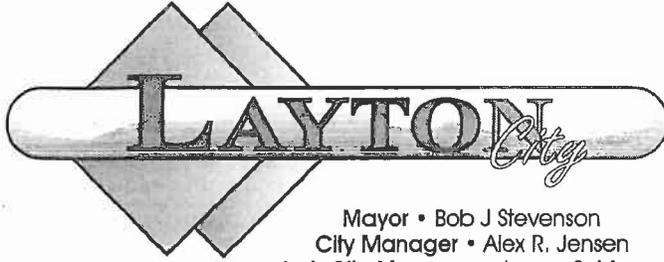
CC: Fire Department
Community Planning and Development Department

DATE: September 23, 2014

RE: **Daniel's Canyon Annexation**

I have reviewed the annexation plat and title report submitted on September 4, 2014 for the proposed annexation of Daniel's Canyon Annexation, located at approximately 1300 N 3300 E. The plans have been stamped "APPROVED AS CORRECTED." The following items will need to be addressed on the final mylar.

Signature blocks for "Layton City Engineer" and "Layton City Approval" will need to be added.



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

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: Community Development, Attention: Julie Matthews

FROM: Douglas K. Bitton, Fire Prevention Specialist 

RE: Daniel's Canyon Annex and Rezone @ 1300 North 3300 East

CC: 1) Keith Russell, krussell@ensignutah.com
2) Mark Thayne, mthayne@nscproperties.com
3) Engineering

DATE: September 23, 2014

I have reviewed the plat received on September 4, 2014 for the above referenced project. The Fire Department, with regards to the rezone, does not have any comments at this time. However, for future development our concerns include but are not limited to the following:

1. A minimum fire flow requirement will be determined for buildings that are to be built on this property. The fire flow requirement must be determined by the Fire Prevention Division of this department and will be based upon the type of construction as listed in the building code and total square footage of the building. Prior to applying for a building permit, provide the Fire Prevention Division of this department the type and size of structure(s) to be built.
2. Designated fire access roads shall have a minimum clear and unobstructed width of not less than 26 feet. Access roads shall be measured by an approved route around the exterior of the building or facility. If dead-end roads are created in excess of 150 feet, approved turnarounds shall be provided.
3. Where applicable, two means of egress may be required.



4. On site fire hydrants may be required.
5. The existing development appears to meet the minimum requirements.

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

DKB\Danels Canyon Annex RZ:kn
Plan # S14-090, District #34
Project Tracker: #LAY 1409181468



CITY COUNCIL

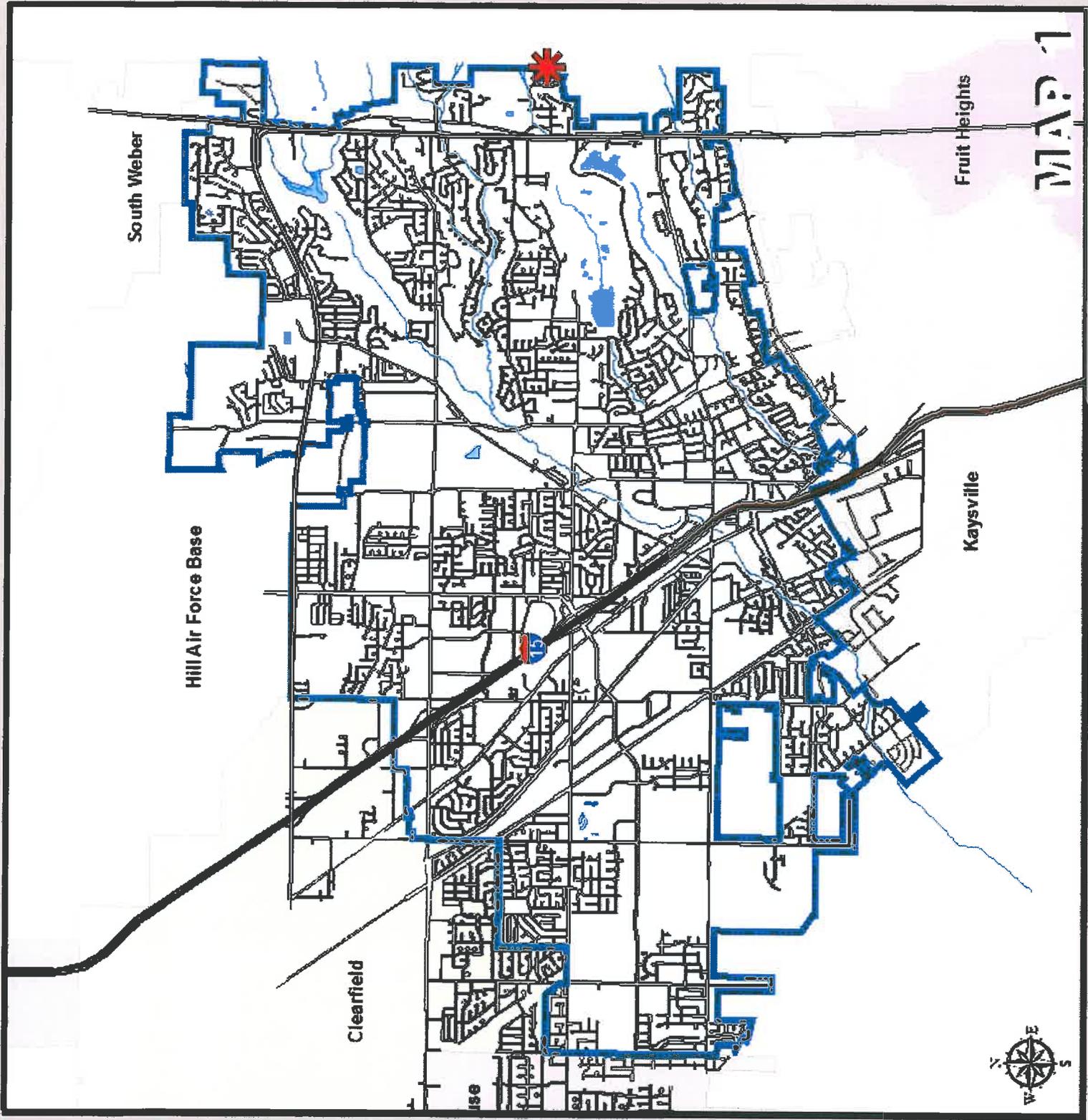
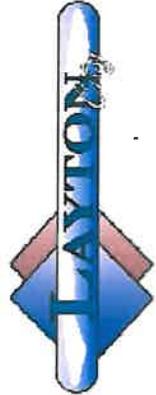
November 6, 2014

Daniel's Canyon Annexation

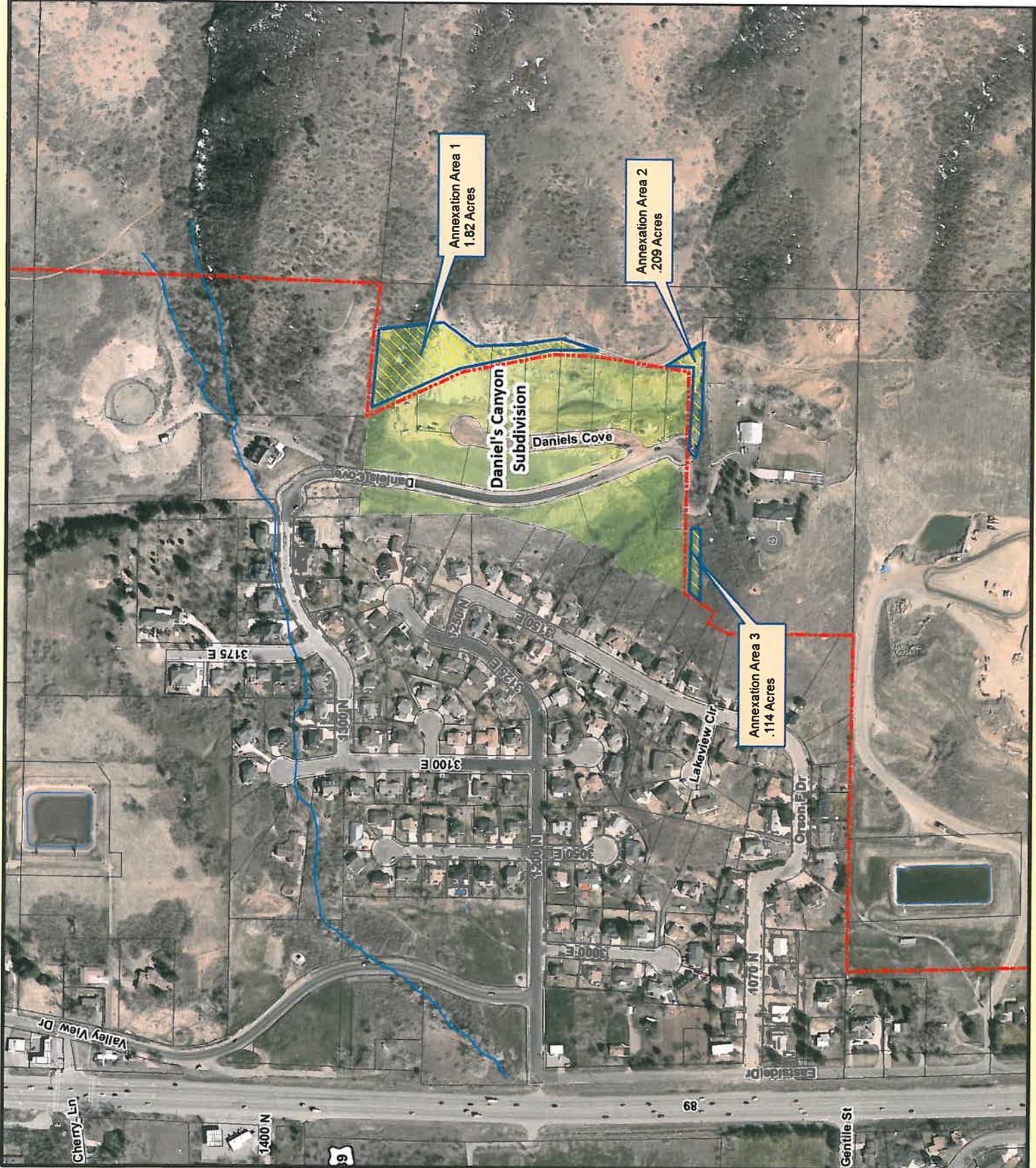
Legend

-  City Boundary
-  Interstate 15
-  Highways
-  Lakes
-  Streams

 - Project Site



MAP 1



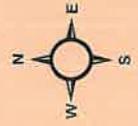
Daniel's Canyon Annexation

Approximately
1300 North
3300 East

2.143 Acres

LEGEND

-  Layton City Boundary
-  Daniel's Canyon Phase 1 Property
-  Lakes
-  Streams
-  Annexation Areas



1 inch = 419.34 feet



UNITED STATES OF AMERICA
EXISTING CORPORATE LIMITS
ENTRY NO. 584289
RECORDED: JANUARY 21, 1981
BOOK 854, PAGE 1046

PLAT OF THE ADDITION TO THE
CORPORATE LIMITS OF LAYTON CITY
ENTRY NO. 1433085
RECORDED: AUGUST 20, 1998
BOOK 2344, PAGE 1176

PLAT OF THE ADDITION TO THE
CORPORATE LIMITS OF LAYTON CITY
ENTRY NO. 1433085
RECORDED: AUGUST 20, 1998
BOOK 2344, PAGE 1176

LAEL WALL, TRUSTEE
09-082-0059

AREA 1
79,272 sq. ft.
1.820 acres

AREA 3
4,975 sq. ft.
0.114 acres

AREA 2
9,101 sq. ft.
0.209 acres

RIVER R
PARTNE
09-082-0

UNITED STATI
AMERIC/
09-082-011

RIVER RIDGE
PARTNER
09-082-011

RIVER RIDGE
PARTNERS L
09-082-0104

SNOW CANYON ESTATES
PHASE 4

SNOW CANYON ESTATES PHASE 3

