

**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 May 7, 2015.**

**AGENDA ITEMS:**

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

- A. Minutes of Layton City Council Work Meeting - April 2, 2015
- B. Minutes of Layton City Council Meeting - April 2, 2015
- C. Minutes of Layton City Council Work Meeting - April 16, 2015

**2. MUNICIPAL EVENT ANNOUNCEMENTS:**

**3. VERBAL PETITIONS AND PRESENTATIONS:**

- A. Layton City's Acceptance of a \$1,500 Donation from Layton's Competitive Baseball Teams

**4. CITIZEN COMMENTS:**

**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. Reconveyance of Deed of Trust to Zions First National Bank, Trustee - Resolution 15-30 - 2010 North Main Street (Kmart)
- B. Adopt Tentative Budget for Fiscal Year 2015-2016 and Set a Public Hearing for June 18, 2015, at 7:00 p.m. - Resolution 15-27
- C. Residential Solid Waste Collection and Disposal Contract - Waste Management of Utah, Inc. - Resolution 15-28
- D. On-Premise Restaurant Liquor License – Firehouse Pizzeria Layton – 768 West 1425 North
- E. Assignment of City's Interest in a Parcel of Property to the Redevelopment Agency of Layton City - Resolution 15-29 - Approximately 3600 North Fairfield Road
- F. Development Agreement – Mike Bastian – Resolution 15-23 – Approximately 950 North Rainbow Drive
- G. Preliminary Plat – Eastridge Park Estates PRUD – Approximately 1450 East Antelope Drive

**6. PUBLIC HEARINGS:**

- A. Ordinance Amendment – Amending Title 18, Chapters 18.40 and 18.50, Sections 18.40.020 and 18.50.040; Title 19, Chapter 19.07, Section 19.07.060 of the Layton Municipal Code by Clarifying the Requirements of Land Drains for Dwellings and Sensitive Land Areas – Ordinance 15-07
- B. Community Development Block Grant Annual Action Plan for Fiscal Year 2015-2016 – Resolution 15-26
- C. Amend Budget for Fiscal Year 2014-2015 - Ordinance 15-16

**7. PLANNING COMMISSION RECOMMENDATIONS:**

**8. NEW BUSINESS:**

**9. UNFINISHED BUSINESS:**

**10. SPECIAL REPORTS:**

**ADJOURN:**

Notice is hereby given that:

- There will be a Redevelopment Agency (RDA) Meeting held at 5:30 p.m. A Work Meeting 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.

## **Citizen Comment Guidelines**

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

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

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

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

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

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

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

Thank you.

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

**MINUTES OF LAYTON CITY  
COUNCIL WORK MEETING**

**APRIL 2, 2015; 5:32 P.M.**

**MAYOR AND COUNCILMEMBERS  
PRESENT:**

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

**ABSENT:**

**JORY FRANCIS**

**STAFF PRESENT:**

**ALEX JENSEN, GARY CRANE, BILL WRIGHT,  
PETER MATSON, DAVID PRICE, TERRY  
COBURN, JAMES (WOODY) WOODRUFF, KEM  
WEAVER, MICHELLE HOWARD 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:**

**INTRODUCTION OF MARK VLASIC, OF LANDMARK DESIGN, AND DISCUSSION OF  
PARKS, RECREATION TRAILS, AND CULTURAL FACILITIES MASTER PLAN**

David Price, Parks and Recreation Director, introduced Mark Vlasic with Landmark Design. He indicated that Susie Becker with Zions Bank had recommended Landmark Design to the City for the Master Plan.

Mr. Vlasic, Owner of Landmark Design, gave a brief history of Landmark Design. He said they were getting a sense of what the City's desires were for this project. Mr. Vlasic gave the Council a copy of their schedule and indicated that work had kicked off last week. He provided information about the mapping project. Mr. Vlasic indicated that the key to the process was public involvement. He said there would be a meeting in April to allow for public input.

Mr. Vlasic expressed appreciation for the survey the City conducted last year, which provided them with a lot of useful information. He said they would be formulating a steering committee and would be meeting regularly with Staff. Mr. Vlasic said they would be establishing the City's current level of service, and they would project the needs into the future, along with looking at possible cultural facilities.

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**Councilmember Freitag arrived at 5:37 p.m.**

Mr. Vlastic said the Master Plan study would be a 5 month process and would wrap up by the end of July. He said they were looking forward to working with the City. Mr. Vlastic indicated that they would provide the Council with another briefing next month. He said the public open house would be held April 21st at 6:00 p.m. at the Central Davis Junior High gymnasium.

## **DEVELOPMENT AGREEMENT AND REZONE REQUEST – WIDNER-BASTIAN – R-1-6 TO R-2 – 950 NORTH RAINBOW DRIVE – RESOLUTION 15-18 AND ORDINANCE 15-05**

Peter Matson, City Planner, said this development agreement and rezone request were for two parcels of property located on Rainbow Drive near a five-plex constructed 10 to 12 years ago. He said the proposal was for R-2 zoning to allow for development of 2 twin homes on the property. Peter said the Planning Commission and Staff felt that this would be a good transition from the five-plex to the single family homes adjacent to the property.

Peter said the development agreement addressed the type of structures, height, fencing, landscaping, and building materials. He said the Planning Commission recommended approval and Staff supported that recommendation.

Councilmember Brown asked if these would be for sell or if they would be rental units.

Peter said he understood that they would be rental units.

Mayor Stevenson asked if there was any input from surrounding neighbors.

Peter said there were no comments at the Planning Commission meeting. He said Mr. Bastian indicated that he had spoken to some of the residents; their biggest concern was that they didn't want another four or five-plex to end up next to their homes. They felt that this was a reasonable use.

Councilmember Brown asked if this was directly south of the apartments.

Peter said yes.

Councilmember Petro asked if there would be much green space.



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Peter said they met the 40% green space requirement. He said there would be separate driveways onto the street, similar to a home.

**ANNEXATION AGREEMENT, ANNEXATION AND REZONE REQUEST – MORGAN-BONE-ALLRED – A TO R-S – 200 SOUTH 3200 WEST – RESOLUTION 15-15, ORDINANCES 15-11 AND 15-09**

Peter Matson said this annexation agreement and annexation was for approximately 33 acres south of Gentile Street and west of 3200 West. He said the property would connect into Island View Park Subdivision and there would be a street connection into that subdivision. Peter said Destination Homes was the applicant. He said this item was tied with the next item, which would provide access onto 3200 West.

Peter said the R-S zoning was consistent with the General Plan for this area. He said the annexation agreement primarily addressed utility issues; the need to loop a system from the southwest corner up to the northeast portion of the property to ultimately connect to a water line in Gentile Street either through 3200 West or more of a direct connection to Gentile Street. Peter said the sanitary sewer, storm drain and land drain systems would flow through the property and connect to the southwest corner.

Peter indicated that changes had been made to the annexation agreement since the Council Packet was put together. He gave the Mayor and Council copies of the proposed changes to page 3 of the agreement, section 4.7.2. Peter said changes were made to allow for some discretion of the locations and timing of connection onto 3200 West.

Mayor Stevenson asked if it would make sense to expand the sidewalk from the Island View area to 3200 West now with this development.

Cameron Scott with Destination Homes explained their plan for phasing the project.

Peter said regardless if there was a connection on Gentile Street or 3200 West, the development agreement required the developer to make the necessary widening and street improvements so that when the project connected to either one of those streets that the sidewalk would be finished up to where it was presently constructed.

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Councilmember Day asked if they would be required to extend the sidewalk in front of existing homes.

Peter said on 3200 West there were a couple of homes north of where the connection would be located. He said they would be required to complete the improvements on the west side of the street into their project.

Councilmember Petro asked if it would be an either/or depending on where they connected; on 3200 West or Gentile Street.

Peter said yes; if the connection was at Gentile Street they would only be required to put in the sidewalk because the City had installed curb and gutter with the improvements made to Gentile Street.

Councilmember Day said in the future, if it went further down 3200 West, would they do the same thing in front of the existing homes on the west side.

Peter said it wasn't contemplated in the agreement that they would do that.

Councilmember Petro asked if the homes on the west side of 3200 West that were located between the two possible connections on 3200 West would be required to install sidewalk.

Peter said it would remain unimproved unless the City wanted to pay for the improvements. He said there may be some lien waivers in place for these properties, but he didn't know if that was the case.

Councilmember Petro asked what that would mean.

Alex Jensen, City Manager, said a lien waiver allowed for a homeowner that built in a rural area where there wasn't an abutting sidewalk, to postpone installing a sidewalk until such time that there was sidewalk in the area. The homeowner would be responsible for the cost now just as they would have been when their home was built. Alex said Staff would have to verify if that homeowner signed a lien waiver; if not the City would have to negotiate some kind of arrangement with the homeowner. Alex said very often the City would construct the improvements in exchange for the right of way. He said this would be an important connection.

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## **REZONE REQUEST – BONE-DESTINATION HOMES – A TO R-S – APPROXIMATELY 100 AND 202 SOUTH 3200 WEST – ORDINANCE 15-08**

This item was discussed with the previous item.

## **EASTRIDGE PARK PRUD (ADAMS PROPERTY-HAWKINS HOMES) – APPROXIMATELY 1450 EAST ANTELOPE DRIVE**

Bill Wright, Community and Economic Development Director, said Staff felt that it would be beneficial for the Council to have a briefing on the preliminary plat for the Eastridge Park PRUD located at approximately 1450 East Antelope Drive. He said this was scheduled to be on the April 16th agenda for a preliminary plat approval. Bill said this was reviewed by the Planning Commission on March 10th where they spent about 3 hours reviewing the subdivision with the public.

Bill said the land use and zoning for this 70 acre parcel were approved in June 2009, along with a development agreement. He said to get to that point there had been about 2 years of discussion and geotechnical study for the property to determine the feasibility of developing the property under any type of land use, with significant reviews by private consultants for the landowner, the State Geological Society and a third party geotechnical company. Bill said that concluded many years of extensive review and engineering in June 2009 with the City Council voting affirmatively to approve the development agreement, rezone the property to R-1-10 PRUD, and to affectively establish what the land uses would be on the property.

Bill said this was an opportunity to provide some information to the Council. He said the owner/developer was out of town, but Staff felt that it would be good to provide the background of the proposed development to the Council. Bill said the audio recording of the Planning Commission was in the Council Dropbox for their review.

Bill said the Council received input at the last Council meeting from Daniela Harding about concerns she and other neighbors had relative to the cuts and fills that were part of the mass grading of the property, and the concern that the Planning Commission did not specifically review that item. He said Ms. Harding referenced City Code that indicated when there was a cut or fill over 10 feet, the Planning Commission was to review and approve those. Bill said it was under the development standards section of the sensitive lands portion of the Code, and depending on how you read it, it really referred mostly in terms of when

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construction was about to happen on properties, whether it be construction of roads or construction of retaining walls on a lot. He said typically that didn't happen at the preliminary plat stage because in most preliminary plats the final grading hadn't really been determined; that usually occurred at the final plat stage. Bill said as the Zoning Administrator for the City he reviewed the Planning Commission tape after receiving the comment, and the Planning Commission did include it in their final motion indicating that that item had to come back with the final plat; they didn't ignore it but established that they thought that it was a final plat item and would be determined at that point and time.

Councilmember Brown said the mass grading would not be something that would fall under this section of the Code.

Bill said generally it would not. He said in March 2013 the developer received a grading permit from City Engineering for mass grading. Bill said at that time the developer was on a path to mass grade the entire 70 acres. He said the mass grading was mandated as part of the mitigation of the slope stability issues on the property. Bill said it was determined that the property could be mass graded prior to a development plan being approved.

Bill said at that time, the developer made some changes to the plan and analyzed the amount of townhomes that were on the conceptual plan and the grading that was to occur with those townhomes. He said the plan shifted to fewer townhomes, an addition of some single family detached cottage type homes, single family homes and a 16 acre park. Bill said at that point the developer analyzed the option to phase the grading of the entire 70 acres. He said the City Engineering Department spent the better part of a year analyzing the option of phasing the grading, because most of the geotechnical work done to that point had been based on mass grading the entire 70 acres. Bill said City Engineering, private engineering consultants, and the third party geotechnical engineering firm, Golder and Associates, went back and forth reviewing the change in the grading options to make sure it was feasible and would address the slope stability and geotechnical issues, and that it could be done in a manner that wherever there was a seam between the area graded and the area not graded that it was appropriately connected. He said the geotechnical engineers all agreed that phasing the grading was not only feasible but was appropriate and could be done in a safe manner, and the developer proceeded in that manner.

Bill said there were some benefits to the community with phasing the grading; there would be less equipment on the site and less area disrupted all at the same time that would have to be re-vegetated all at the same time.

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Councilmember Brown said as a development was constructed, the inspectors went in at different times and inspected the development. She asked if the grading would be inspected throughout the process.

Bill said yes; there was also a requirement that the geotechnical engineers be on site while the grading was occurring and the City's inspectors would also be involved in that. He said there was compaction testing that would have to occur. Bill said this piece of property probably had more examination than any other property in the City.

Bill said as the Zoning Administrator, he went back and reviewed the Code, the comments that had been submitted, and the mass grading plan. He said he determined that since the information was available now, this should be placed on the Planning Commission agenda on April 14th for the Planning Commission to review the engineering that had been done on the cuts and fills for the mass grading, for anything over 10 feet. Bill said this would get the information out to everyone now instead of waiting until final approval.

Councilmember Brown asked if the plan was to start at Antelope Drive and phase to the south.

Bill displayed a map of the phasing plan for the project.

Councilmember Brown said at the point that they started developing the cottage homes, she felt that it would be good to have another connection besides the Antelope Drive connection.

Councilmember Petro said knowing that the initial idea was to mass grade the entire property, from Bill's point of view, which process would make the most sense.

Bill said with a property this big, mass grading the entire 70 acres would be more efficient for the developer. He said the down side was that it exposed a large amount of ground that would have to re-vegetate.

Councilmember Petro asked if it would be better to re-vegetate it all now and let it set for a longer time period to allow for compaction.

Bill said either method would have to meet the compaction requirements.

Mayor Stevenson said when this site was graded out, it wouldn't be nearly as steep.

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Council and Staff discussed the pros and cons of mass grading and phasing the grading.

Bill displayed a phasing map and explained how the project would be phased. He identified connections into the development.

Councilmember Day said he had seen the grading plan and it made no sense to the common person. He asked if there would be someone at the Planning Commission meeting to explain it.

James (Woody) Woodruff, City Engineer, said Engineering Staff would be there to explain it.

Kem Weaver, Planner, displayed a conceptual drawing of the preliminary plat. He said since the rezone in 2009, there had been a significant decrease in the number of townhomes. Kem said the original proposal didn't have any cottage homes; the townhomes had reduced from 157 units to 52 units. He said the cottage homes had been very popular in the market. Kem said there were 76 cottage home units being proposed in the development, and 140 single family detached homes. He said the total number of units was down from 303 units to 268 units, and the density was reduced from 4.33 units per acre to 3.82 units per acre, which met the General Plan guidelines for this area of the City.

Kem said the townhome portion of the project would be Phase 2; Phase 1 would be the cottage homes close to Antelope Drive, and Phase 3 would be the single family homes. He displayed conceptual renderings of the development including street-scapes.

Kem displayed conceptual drawings of the townhomes and indicated that there would be 4 units per building. He said there would be two access points onto Antelope Drive; Emerald Drive would be the through street from Antelope Drive going through the development and connecting to the east. Kem said there would be a meandering walk through the townhomes and cottage homes.

Kem displayed conceptual drawings of the cottage homes. He indicated that the townhomes would have 2 car garages. Kem displayed square footages of the cottage homes and townhomes. He said the conceptual design proposals for the cottage homes were urban craftsman style or modern farmhouse style.

Bill said Hawkins Homes was under contract with Destination Homes to build the townhomes. He said they would be providing more detailed renditions of the townhomes for the next meeting.

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Kem displayed the cut and fill map of the area and identified the areas with the deepest cuts. He said the deepest cuts were 40 feet.

Bill said Staff would highlight and enlarge the areas of the map that had cuts greater than 10 feet for the Planning Commission meeting. He said many areas were only 1 or 2 feet of fill.

Mayor Stevenson asked Ms. Daniela Harding if there was anything Staff could do to make this clearer for the public.

Ms. Harding said at the end of the Planning Commission meeting, the only thing the citizens heard was that they were going to redo the traffic study, but they didn't say anything about the cuts and fills.

Bill said when he listened to the recording he heard them say that it needed to come back at final plat. He said it would be addressed at the April 14th meeting.

Gary Crane, City Attorney, explained that the experts gave the Planning Commission their opinions as to what needed to happen, because the Planning Commissioners were not engineers and they were not geotechnical experts; they didn't have that knowledge and neither did the Council. He said they relied a lot on experts; that was part of the process. Gary said they would consider the information from all the experts; the developer's experts and the experts hired by the City. He read from the Code, "It is intended in this section that the development standards and provisions set forth herein shall be required in connection with all building and construction in sensitive lands." Gary said this development wasn't that far along in the process.

Gary said the discussion was that it would be taken back to the Planning Commission for their review, in conjunction with the opinions of the experts, and since the City had the information now, the Planning Commission would go ahead and solve the problems that were raised at the last meeting by having the Planning Commission make their decision now, and then send it on to the Council.

Ms. Harding said they had already granted approval and they hadn't done their due diligence.

Mayor Stevenson said everything was still in the preliminary stage. He said this would go back to the Planning Commission on April 14th before the preliminary came to the Council. Mayor Stevenson said even on a flat piece of ground, you couldn't build anything until you took care of all that was required. He said the City understood where the citizens were coming from, but according to what Gary read in the

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Code, this could be allowed right up until the time that a building permit was issued. Mayor Stevenson said the City knew of the citizens' concerns and would have them addressed by the Planning Commission before it came to the Council.

Woody said it was typically reviewed at final because the information wasn't usually available until that time.

Mr. Dave Paulson said the City should change their ordinance.

Mayor Stevenson said whether the ordinance needed to be changed, or whether there were different interpretations of it, the information was available and the City would resolve the issue now before it went any further in the process.

Mr. Paulson said there had been a lot of discussion about mass grading, but the citizens had come to the conclusion that the entire parcel should be mass graded all at once. He said they didn't want to have the trucks rolling out there multiple times; they wanted to have it done all at once; they wanted the safety issues addressed all at once; they wanted the road done all at once; they didn't want more townhomes and homes exposed to the dangers of additional grading; they did not like the idea of phased grading.

Mr. Ja Eggett said when the grading information was made available for review, it would be helpful to see where the buildable areas were for the single family lots.

Councilmember Day said at the Planning Commission meeting the developer promised two additional things: 1) an additional traffic study; and 2) to tie the trail in.

Bill said the developer had engaged his traffic consultant to update the traffic report. He said that was in the process and the information should be available at the next meeting. Bill said the trail would ultimately follow the sewer right of way and went off the property in one area. He said there was no opportunity to have the trail cross onto the neighboring property. Bill said they were currently studying the possibility of the trail eventually connecting to the 16 acre park.

Mayor Stevenson asked who owned the abutting property.

Bill said it was owned by Beech Adams.



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Council and Staff discussed the trail.

Ms. Harding said the citizens had struggled with this and the City had not been helpful in answering their concerns in a satisfactory manner. She said Section 19.08.130(5)(c) of the Layton Municipal Code stated, “That the proposed development creates no detriment to the adjacent properties nor to the general area in which it is located and that it will be in substantial harmony with the character of existing development in the area.” Ms. Harding said this development was not in harmony with the surrounding area.

Bill said the surrounding areas were zoned R-1-10. He said the Council decided that the R-1-10 PRUD zone was appropriate for this property in 2009. Bill said the community to the north, Hidden Hollow, and multiple subdivisions in the surrounding area were zoned R-1-10 PRUD. He said those subdivisions went through a similar process back in the late 1970s. Bill said there was property in the area that was zoned for townhomes but it hadn’t been built on yet. He said there was R-1-8 zoning to the south; the only R-1-10 zoning was along Beechwood.

Bill said the Planning Commission and Council spent a lot of time in 2008 and 2009 looking at what an appropriate zone would be, and whether it was compatible or not. He said the development agreement put in place the townhomes along Antelope Drive, which was an appropriate land use for buffering of that major arterial. Bill said most of that Code was addressed in 2009; people may not agree with it, but the compatibility issue was addressed in 2009.

Ms. Harding said she truly believed that such a high density on 54 acres; 4.8 units per acre, was a lot for surrounding subdivisions to handle.

Mayor Stevenson asked if Staff hadn’t indicated that the density was down to 3.8 units per acre.

Mr. Paulson said that was including the park. He said if the park property was removed, it was 4.8 units per acre. He said from day one they had stated that this was not congruent with the surrounding area. Mr. Paulson said there were homes over \$500,000 with 14,000 square foot lots that would be right up against townhomes that were 1,500 square feet with 15 foot back yards. He asked where the consistency was.

Ms. Harding said the density was too high.

Mayor Stevenson said he didn’t agree with the comment that the density was too high. He said if the park area was there, and there were 10,000 square foot lots on the entire parcel, the density wouldn’t change if

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the entire area was covered with houses in an R-1-10 zone.

Mayor Stevenson said from when this area first started developing in the 1970s, you could see a marked difference with how the homes had changed over time. He said what made homes good was the people that lived in them. Mayor Stevenson said the size of the lot didn't make a good neighborhood; it was the people in the homes. He said every study indicated that people wanted smaller homes on smaller lots. Mayor Stevenson said he just moved into a smaller home on a smaller lot because he didn't want a big house and big lot any more. He asked what the City was supposed to do to meet the needs of what the people in the community wanted. Mayor Stevenson said these residents loved their neighborhoods, but he would be willing to bet that some of the people in their neighborhood would sell and want to move into some of these cottage homes; people's attitudes changed.

Mayor Stevenson said part of what the PRUD overlay accomplished was to allow for there to be very nice developments, and for people to be able to move into places that met their needs more than where they had been in the past. He said things would continue to change. Mayor Stevenson said 15 years ago there probably weren't any townhomes in the City, but now there were several and most of them were not rentals. He said Destination Homes built a very nice unit. Mayor Stevenson said he felt that this would be a good addition to the area. He said he did question that the road should be connected from Antelope Drive through the development to the east. Mayor Stevenson said he wanted to review the cuts and fills a little more.

Mayor Stevenson said the City wanted to have every question addressed and answered. He said that didn't mean that everyone would agree. Mayor Stevenson said the property was already rezoned; the City wanted to make sure the developer put in a very nice development.

Ms. Harding said they were not opposed to development.

Mr. Paulson said for six years they had been asking Staff to address the dead ends and allow for better traffic flow; connecting further to the south on Antelope Drive and not have all the traffic exit the development via Emerald Drive onto Antelope.

Woody said with the grades in the area it would not be that simple.

Mayor Stevenson said the developer was doing an additional traffic study, which should answer some of these questions. He asked the residents what they felt could be done to help with traffic flow.

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Mr. Paulson said from the beginning the City should have required another connection through the abutting Beech Adams property to Church Street.

## **MISCELLANEOUS:**

Councilmember Brown asked Woody if he wanted to mention the open house for the Master Transportation Plan.

Woody said on Wednesday, April 15th from 6:00 p.m. to 8:00 p.m. there would be an open house on the Master Transportation Plan. He said it would be held in the Council Chambers.

**The meeting adjourned at 6:59 p.m.**

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Thieda Wellman, City Recorder

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## **MINUTES OF LAYTON CITY COUNCIL MEETING**

**APRIL 2, 2015; 7:02 P.M.**

### **MAYOR AND COUNCILMEMBERS**

#### **PRESENT:**

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

#### **ABSENT:**

**JORY FRANCIS**

#### **STAFF PRESENT:**

**ALEX JENSEN, GARY CRANE, BILL WRIGHT,  
PETER MATSON, TERRY COBURN, JAMES  
(WOODY) WOODRUFF AND THIEDA WELLMAN**

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

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

### **MINUTES:**

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

**Layton City Council Work Meeting – February 19, 2015;  
Layton City Council Meeting – February 19, 2015;  
Layton City Council Budget Work Meeting – March 3, 2015;  
Layton City Council Work Meeting – March 5, 2015; and  
Layton City Council Meeting – March 5, 2015.**

The vote was unanimous to approve the minutes as written.

### **MUNICIPAL EVENT ANNOUNCEMENTS:**

Councilmember Brown indicated that the Annual Easter Egg Dive would be this Saturday at Surf 'n Swim from 10:00 a.m. to noon. She said the cost would be \$5.

Councilmember Brown indicated that Family Recreation would host Flap Jack Friday and Bingo on April 10th at Central Davis Jr. High. She said this was a free activity and there would be prizes for Bingo.

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Councilmember Brown said on April 15th there would be a Master Transportation Plan open house from 6:00 p.m. to 8:00 p.m. in the Council Chambers. She said the City was in the process of updating the Master Transportation Plan and the public was invited to attend the meeting and give input.

Councilmember Brown said Envision Layton was a planning process for the community into the future. She said there were two open houses planned; April 29th and May 5th. Councilmember Brown said those open houses would be held at Layton High and citizens would have an opportunity to provide input.

## **CITIZEN COMMENTS:**

Dennis Howland, President of the Vietnam Veterans of America for Northern Utah, thanked the City for the tremendous partnership in bring the Vietnam Veterans of America Memorial Wall replica to Layton. Mr. Howland said this was happening because the City had a heart and believed that veterans deserved recognition. He thanked the Mayor and those that joined them at the State Capitol on Monday.

Mayor Stevenson asked Mr. Howland if in the future this could be the location for the March Vietnam Veterans Day recognition meeting instead of the Capitol in Salt Lake City.

Mr. Howland said absolutely. He said this would be a place for all veterans to come and have ceremonies; Layton could become the hub of northern Utah.

Mayor Stevenson asked Mr. Howland for a bio that could be included in the City's newsletter.

Mr. Howland said he would be happy to provide that. He said they would be a big presence at the City's July 4th Parade this year and in the future.

Councilmember Petro said this would be a prime opportunity to mention the bricks that would be for sale.

Mr. Howland said they would be selling personalized bricks to support the memorial. He gave the Council copies of a flyer explaining the cost of the bricks. Mr. Howland said the revenue would be used to build the memorial.

Nancy Sholtz, Gordon Avenue, expressed concerns with a broken lateral line to Kays Creek Irrigation that serviced her property. She said they were told that the cost to repair the line was the homeowner's

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responsibility. Ms. Sholtz said the cost would be \$7,000 to repair the line, but the line was in the City street. She said they didn't understand why it was their responsibility to dig up the City street and repair the line. Ms. Sholtz said they paid for irrigation water last year and didn't get a drop of water because they couldn't afford to fix the line.

Mayor Stevenson said the problem was that this was Kays Creek Irrigation water, not Layton City water. He said the City had no responsibility or jurisdiction over the line. Mayor Stevenson said the City might be able to put some gentle pressure on the irrigation company. He said he talked to Mr. Green with Kays Creek Irrigation and was told that the homeowner was responsible for everything past the valve. Mayor Stevenson asked Ms. Sholtz what they were hearing back from Kays Creek Irrigation.

Ms. Sholtz said they were being told that they were responsible for the entire repair to the valve, which was located in the center of the street. She said the break involved their neighbors as well.

Mayor Stevenson asked if they had gone to the Board of Directors meeting.

Councilmember Day said he was at the Kays Creek Irrigation Board meeting the other night when the Sholtz Family spoke at length with Mr. Green. He said Mr. Green referred them back to the Board. Councilmember Day said it was somewhat of a unique situation because the valve was usually located in the park strip, but at this location on Gordon Avenue it was in the middle to the road. He said it was mentioned that this happened when the road was widened.

Ms. Sholtz expressed concerns with liability if the line broke and damaged the road or caused an accident.

Councilmember Day said there wasn't a simple answer, but he felt that it should be looked at from the City's point of view as well.

Mayor Stevenson said the City would see what it could do; that wasn't a promise, but the City would see what it could do. He asked for the addresses.

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Ms. Sholtz said the addresses were 1248 and 1268 East Gordon Avenue.

## **CONSENT AGENDA:**

### **AGREEMENT WITH DAVIS COUNTY FOR CONDUCTING THE 2015 MUNICIPAL ELECTION UNDER THE OVERSIGHT OF THE CITY RECORDER – RESOLUTION 15-21**

Thieda Wellman, City Recorder, said Resolution 15-21 would approve an agreement with the County for the upcoming municipal election. She said there were three City Council seats open in this year's election. There would be a primary election in August and a general election in November. Thieda said the agreement outlined the things that the County would provide and those things the City Recorder was responsible for. She said the City had budgeted just under \$50,000 for the election. Thieda said Staff recommended approval of Resolution 15-21.

Councilmember Day asked if that would be a traditional election and not a mail in election.

Thieda said based on previous discussion, the City would run a traditional election using voting machines. She said she had informed the County that the City would not be doing a by-mail election.

### **2006 REVENUE BOND REFUNDING PARAMETERS RESOLUTION – RESOLUTION 15-22**

Gary Crane, City Attorney, said this was considered a refunding of bonding the City currently had. Gary introduced Laura Lewis with Lewis Young Robertson and Burningham.

Gary said every once in a while an opportunity came up because of a change in the bond markets to be able to refund a bond, which was similar to a refinance. He said if certain parameters were met, and if the City was able to save enough money, it became very worthwhile to refund the bonds.

Gary said Resolution 15-22 was a parameters resolution that outlined the parameters of the process. He said the most critical section of the resolution was Section 1, which defined the four parameters that needed to be in place before the City would proceed forward with signing the closing documents. Gary said the resolution indicated that the bonds would bear a true interest cost of 2.75% and would deliver a net present value savings to the City of at least \$110,000. He said as Laura Lewis went to the market seeking bonds, she would make sure they met those parameters before proceeding forward. Gary said Staff recommended approval of

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Resolution 15-22 to allow the City to proceed forward and allow Lewis Young Robertson and Burningham to proceed forward with looking at what was available in the marketplace.

Councilmember Brown asked if this would extend the date that the bonds would be paid off.

Laura Lewis said maturity of the bonds was not being extended; the payoff date would remain the same.

## **2015 REVISED DEVELOPMENT GUIDELINES AND DESIGN STANDARDS – RESOLUTION 15-09**

Terry Coburn, Public Works Director, said Resolution 15-09 would adopt the 2015 Revised Development Guidelines and Design Standards. He said the Engineering Division currently maintained a set of Development Guidelines and Design Standards for the purpose of informing developers of the current guidelines and standards, and to assist them in meeting those standards. Terry said some of the guidelines and standards required updates or revisions. He said Section 19.01.240 of the Layton Municipal Code allowed for the City Engineer to draft, approve, adopt, interpret and amend the Guidelines from time to time as determined necessary. Terry said the City Engineer and Staff had re-written the current Guidelines. He said the revisions or additions were included in the Work Meeting Packet and presented on February 5, 2015. Terry said Staff recommended that the Council adopt Resolution 15-09.

## **BID AWARD – CRACAR CONSTRUCTION COMPANY – TALBOT DR. RECONSTRUCTION – TALBOT DRIVE FROM APPROXIMATELY GENTILE STREET TO LINDSAY STREET, WITH EXTENSIONS FOR TALBOT CIRCLE AND GODDARD CIRCLE – RESOLUTION 15-20**

Terry Coburn said Resolution 15-20 authorized the execution of an agreement with CraCar Construction Company for the Talbot Drive reconstruction project. He said the project included the construction of 1,100 tons of asphalt, 3,300 tons of roadbase, 2,250 lineal feet of curb and gutter, 1,110 lineal feet of sidewalk, installation of 1,224 lineal feet of storm drain pipe, 1,400 lineal feet of sanitary sewer pipe, 1,800 lineal feet of water pipe, fiber optic conduit, and other associated work items. Terry said the project would replace undersized and damaged water and sewer lines, providing a total reconstruction of road and waterways in this area. He said seven bids were received with CraCar Construction submitting the lowest responsive, responsible bid of \$915,741.52; the Engineer's estimate was \$1,000,000. Terry said Staff recommended approval.



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## **REQUEST FOR PROPOSAL AWARD – C&L WATER SOLUTIONS, INC. – 2015 SANITARY SEWER LINING – TWO LOCATIONS: 2600 EAST AND 200 NORTH, AND SNOQUALMIE CIRCLE – RESOLUTION 15-19**

Terry Coburn said Resolution 15-19 authorized the execution of an agreement with C&L Water Solutions, Inc. for the 2015 Sanitary Sewer Lining Project. He said the project would consist of the lining of 8-inch sewer pipe at two locations; approximately 1,100 feet at 2600 East and 200 North, and approximately 1,000 feet at Snoqualmie Circle. Terry said the project would upgrade and repair the sanitary sewer system mains in areas that had accessibility or slope issues and had created continual maintenance issues. He said one bid was received from C&L Water Solutions in the amount of \$180,305; the Engineer's estimate was \$200,000. Terry said Staff recommended approval.

## **FINAL PLAT – GREYHAWK TOWNHOMES NORTH PRUD – APPROXIMATELY 3260 NORTH 1700 EAST**

Bill Wright, Community and Economic Development Director, said this was final plat approval for the Greyhawk Townhomes North PRUD, located at approximately 3260 North 1700 East. He said this project was located in the northeast portion of the community and was part of the larger Greyhawk Development that was approved as part of an annexation and development agreement in 2006.

Bill said in July 2014 the Council approved a preliminary plat extension for this townhome project. He said the final plat would accommodate a 114 unit townhome development on 23 acres of vacant property. Bill said these townhomes would have a different format than those located to the south. He indicated that they would have private streets that would enter from Redtail Way and 1700 East. Bill said each townhome would have 2-car attached garages to the rear of the townhomes, which were typically considered alley-fed townhomes. He said the Planning Commission recommended approval subject to meeting all Staff requirements, and Staff supported that recommendation.

## **HOLMES BUSINESS PARK PLAT AMENDMENT AND CONDOMINIUM PLAT – 952 SOUTH MAIN STREET**

Bill Wright said this was a request for a plat amendment and a condominium plat. He said the applicant was Sterling Homes, the owner of the property located at 952 South Main Street. Bill said there were two buildings on the property; the front building was recently completed and was occupied by Discovery Reality

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and there were some vacant suites. He said the building to the rear was occupied by a kidney dialysis center.

Bill said the first request was to do a plat amendment and split the two buildings into two parcels so that ownership could be arranged separately. He said both parcels met the area requirements for the buildings, and the parking requirements would also be met.

Bill said the second request was for a condominium plat for the front building, splitting it into 5 different suites. He said there were CCRs in place to handle common amenities for maintenance and the exterior of the building.

Bill said both of these requests were reviewed by the Planning Commission on March 10, 2015, and they recommended approval. He said Staff supported that recommendation.

Councilmember Petro asked about fencing.

Bill said the fencing issue had been resolved. He said vinyl fencing had been installed along the front parcel, and there was an agreement arranged with the property owner to the south. He said the rear portion of the property would be fenced with chain link fencing.

**MOTION:** Councilmember Petro moved to approve the Consent Agenda as presented. Councilmember Brown seconded the motion, which passed unanimously.

## **PUBLIC HEARINGS:**

### **ANNEXATION REQUEST – LAYTON CITY (GREYHAWK PARK) – APPROXIMATELY 3500 NORTH REDTAIL WAY – ORDINANCE 15-10**

Peter Matson, City Planner, said this was an annexation request submitted by Layton City together with Wasatch Integrated Waste Management to annex approximately 10.24 acres located in the northeast corner of the City. He said the property was referred to as the Greyhawk Park property.

Peter said Ordinance 15-10 would finalize the Council's action to bring the property into the City. He said Layton City owned the majority of the parcel; 10.03 acres, and Waste Management owned .21 acres at the very southeast corner of the property. Peter said both entities signed the annexation petition that was reviewed by the Council last month. He said the required protest period had expired and no protests were

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received.

Peter displayed a concept plan the Parks Department was working on for a new park on the property. He said the property was in conformance with the City's General Plan and with the City's Annexation Plan. Peter said the Planning Commission recommended approval and Staff supported that recommendation.

**Mayor Stevenson opened the meeting for public input.** None was given.

**MOTION:** Councilmember Day moved to close the public hearing and approve the annexation, Ordinance 15-10. Councilmember Brown seconded the motion, which passed unanimously.

## **DEVELOPMENT AGREEMENT AND REZONE REQUEST – WIDNER-BASTIAN – R-1-6 TO R-2 – 950 NORTH RAINBOW DRIVE – RESOLUTION 15-18 AND ORDINANCE 15-05**

Peter Matson said this was a development agreement and rezone request submitted to the City by the Widner family, for 3.7 acres of property located at approximately 950 North Rainbow Drive. He said the Widners were represented by Mr. Mike Bastian.

Peter said the request was to change the zoning on the property from R-1-6 to R-2, which was a single and two-family residential zoning district. He said the applicant was proposing to develop two twin homes on the property. Peter said the property was located on a collector street near Gordon Avenue. He said there was a five-plex to the north and single family to the south. Peter said the applicant was proposing an in-between zoning designation to transition the land uses from the more intense on the north to the single family on the south.

Peter said the development agreement included basic site plan and architectural requirements, including 40% open space, no more than 2 twin home units on the property, a landscape plan with particular attention placed with the final landscape plan on the south property line adjacent to the single family home, building materials would be mostly of masonry materials, a maximum height of 30 feet, and that each townhome have a minimum of an attached single car garage.

Peter said the Planning Commission recommended approval based on the notion that this zoning provided a reasonable transition between the multi-family zoning on the north and the single family zoning to the south, and Staff supported that recommendation.

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**Mayor Stevenson opened the meeting for public input.** None was given.

**MOTION:** Councilmember Brown moved to close the public hearing and approve the development agreement and rezone request, Resolution 15-18 and Ordinance 15-05. Councilmember Day seconded the motion, which passed unanimously.

**ANNEXATION AGREEMENT, ANNEXATION AND REZONE REQUEST – MORGAN-BONE-ALLRED – A TO R-S – APPROXIMATELY 200 SOUTH 3200 WEST – RESOLUTION 15-15, AND ORDINANCES 15-11 AND 15-09**

Peter Matson said this was an annexation agreement, annexation, and rezone request submitted on behalf of the property owners, the Morgan, Bone and Allred families, for 33 acres of property located at approximately 200 South 3200 West. He identified the property on a map. Peter said the applicant was Destination Homes; the proposal was for a single family residential subdivision under the R-S zone.

Peter said in Article 4 of the annexation agreement, there were several items focused on the utilities servicing this project, and how they would have to connect to existing City services. He said culinary water, sanitary sewer, storm drain and land drain would ultimately connect to the southwest portion of the property into existing utilities in Overlook Drive.

Peter said as was discussed in the earlier Work Meeting, as the Planning Commission reviewed this proposal and looking at the future connections into 3200 West, there would be one connection on the north end at approximately 100 South and a second connection could occur in the area of 200 South. He said Section 4.7.2 of the annexation agreement referred to a street connection at approximately 200 South. Peter said the recommendation was to change the language in that section of the agreement indicating that the connection may be required in the future when a phase of the development in that area occurred. He said at that time this development and surrounding developments would be reviewed relative to the City's block length standard and determine if a street connection would be required in that area.

Peter said Staff recommended that that adjusted language to the annexation agreement be approved; moving it from a mandatory connection to a determination if it was needed based on the situation that occurred when that portion of the property developed.

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Peter said off-street improvements were also addressed in the agreement. He said when the development connected to 3200 West, or if it connected through to Gentile Street, the agreement required the developer to complete improvements to make sure there was a sidewalk connection. Peter said connections onto 3200 West would require improvements to include curb, gutter, sidewalk and street improvements, to make sure that there was a sidewalk connection all the way up to the existing sidewalk on the west side of 3200 West closer to Gentile Street.

Peter said the annexation and rezone request was consistent with the City's General Plan recommendation for this area, and this area was in the City's Annexation Plan. He said the Planning Commission recommended approval of the annexation agreement, the annexation request and the rezone, and Staff supported that recommendation.

**Mayor Stevenson opened the meeting for public input.** None was given.

**MOTION:** Councilmember Brown moved to close the public hearing and approve the annexation agreement, annexation and rezone request, Resolution 15-15, and Ordinances 15-11 and 15-09. Councilmember Freitag seconded the motion, which passed unanimously.

## **REZONE REQUEST – BONE-DESTINATION HOMES – A TO R-S – APPROXIMATELY 100 AND 202 SOUTH 3200 WEST – ORDINANCE 15-08**

Peter Matson said this was a rezone request submitted by Destination Homes in behalf of the Bone family for property located at approximately 100 and 202 South 3200 West. He said this was directly east of the property reviewed in the previous item for annexation. Peter said this property was originally to be part of that rezone petition, but it was separated to make sure the City had the proper paperwork. He said the north portion contained 1.56 acres and the south portion contained 1.37 acres. Peter said the proposal was to rezone the property from agriculture to R-S. He said the Planning Commission recommended approval and Staff supported that recommendation.

**Mayor Stevenson opened the meeting for public input.** None was given.

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**MOTION:** Councilmember Freitag moved to close the public hearing and approve the rezone request, Ordinance 15-08. Councilmember Day seconded the motion, which passed unanimously.

**The meeting adjourned at 7:57 p.m.**

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Thieda Wellman, City Recorder

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**MINUTES OF LAYTON CITY  
COUNCIL WORK MEETING**

**APRIL 16, 2015; 5:31 P.M.**

**MAYOR AND COUNCILMEMBERS  
PRESENT:**

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

**ABSENT:**

**JORY FRANCIS**

**STAFF PRESENT:**

**ALEX JENSEN, GARY CRANE, BILL WRIGHT,  
PETER MATSON, TERRY COBURN, JAMES  
(WOODY) WOODRUFF, STEPHEN JACKSON,  
SCOTT CARTER, KEM WEAVER 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:**

## **PRESENTATION – UTAH RISK MANAGEMENT MUTUAL ASSOCIATION (URMMA)**

Paul Johnson, CEO of URMMA, explained the purpose of URMMA. He indicated that a small service district had asked to join URMMA, which would require that the bylaws be amended. Currently service districts were not allowed to be members of URMMA. Mr. Johnson said all cities had to agree to amend the bylaws in order to make the change. He said he wanted to visit with each of the member city councils and see how they felt about allowing the addition.

Mr. Johnson explained that this was a small fire district in southern Utah, and it might not be feasible for them to join, but he hadn't looked at the numbers yet. He said if there were no objections, the Board would make a decision at the May board meeting to amend the bylaws.

Mr. Johnson explained that this would be similar to another city joining URMMA. He said if they were a good match with their risk management, it would help a little financially. Mr. Johnson said there would be no negative impact on individual cities. If they had a major catastrophic loss it would affect surplus revenues that were set aside for that, but that wouldn't be likely. Mr. Johnson said this would be a small risk; they didn't have the exposure of cities. He said URMMA might have to specialize a little more in

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training, but the current staff could handle that. He said he was looking for feedback from the Council.

Mayor Stevenson asked if they were more of a risk because they were 100 percent in the fire business.

Mr. Johnson said a fire district in general was immune from suit relative to putting out a fire; driving to the scene and sexual harassment at the station were the biggest issues. He said generally they were not a bad risk. Mr. Johnson said this particularly one had 1 employee and no trucks; they serviced areas surrounding Enterprise City. He said URMMA insured Enterprise City. Mr. Johnson said he wasn't worried about this particular service district.

Mr. Johnson said some other agencies would be a different concern; larger agency with larger issues. He said one other special service district in Salt Lake County had inquired about joining.

Discussion suggested that the City would support allowing the special service district to join URMMA.

## **2014 LAYTON CITY MUNICIPAL WASTEWATER PLANNING PROGRAM ANNUAL REPORT – RESOLUTION 15-24**

Terry Coburn, Public Works Director, said this was the 2014 Municipal Wastewater Planning Program annual report. He said this was a report required by the State relative to the City's sanitary sewer system. Terry said the City was in good standing with the State.

## **PRELIMINARY PLAT – EASTRIDGE PARK PRUD – APPROXIMATELY 1450 EAST ANTELOPE DRIVE**

Mayor Stevenson indicated that discussion this evening would be focused on the traffic study and trails.

Bill Wright, Community and Economic Development Director, said Staff would be updating the Council from the last briefing where there were 3 items outstanding from the Planning Commission March 12th meeting. He identified the property on a map and indicated that the parcel contained about 70 acres. Bill said the Planning Commission had recommended approval of the preliminary plat for the Eastridge Park PRUD.

Bill said one of the outstanding items had to do with the cuts and fills in excess of 10 feet. He said following the March 12th meeting, it was determined that it would be appropriate for the Planning



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Commission to review those now because the data was available. Bill said this went back to the Planning Commission on Tuesday of this week and they spent 2 hours reviewing the cut and fill maps, and they took public input. He said after that meeting the Planning Commission unanimously approved the cuts and fills. Bill displayed a map showing the cuts and fills and explained the topography of the property.

Council and Staff discussed the map and the spacing of the grid.

Mayor Stevenson asked if the cuts and fills were based on a survey.

Mike Flood, representing Hawkins Homes, explained that the topography of the entire site had been taken and this information was based on design grade. He explained that the cuts and fills were determined by a computer, based on overlaying the design grade over the topography map.

Mayor Stevenson asked what types of equipment would be used to remove the mounds.

Bill displayed pictures of the equipment that would be used.

Mr. Flood said besides what was shown, they would also be using dump trucks. He said these were common pieces of equipment used on any construction site.

Councilmember Petro asked if some of the equipment would be used to vibrate the site, which had been a concern of the residents.

Mr. Flood said both types of rollers had vibration capabilities.

Bill displayed pictures of seismic equipment that could be used to monitor the vibration.

Council and Staff discussed the monitoring equipment that could be used, and placement of the equipment. Discussion suggested that there didn't have to be vibration to compact soil.

Councilmember Freitag said in the Staff report it talked about hiring someone full time to monitor the project during the grading process. He asked how that would work.

Mr. Flood said they planned on having someone on site frequently throughout the grading portion of the phases. He said he didn't know that they would be there 100% of the time; he didn't know if that was

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required.

Kent Hartley with IGES said they would be looking for any issues that might arise. He said they would address those issues as they were encountered.

Bill said they had done a lot of boring to determine what was underground He said when they actually started moving dirt, they would be looking at the soil throughout the grading process to make sure there was nothing different than what was found in the borings.

Mr. Flood said this wasn't unique to this development; this had happened in a lot of developments in the last 10 years. He said they had to meet compaction requirements.

Councilmember Petro said knowing that that took place, when would the third party review take place.

James (Woody) Woodruff, City Engineer, said the third part review was heavily involved during the preliminary planning process. He said they wouldn't be involved from here on out. Woody said the City inspectors would be watching the project from this point forward and making sure they met the recommendations that were provided by the third party.

Councilmember Day asked who would be doing the testing.

Woody said a testing agency would be doing the testing; Staff didn't do testing.

Mr. Flood said they intended to hire IGES to do the testing.

Woody said the testing would be submitted to Staff for review. He said this would be ongoing until the grading was completed. He said the most important areas of concern would be compaction.

Councilmember Day asked if the monitoring devises would be required. He said the citizens were concerned with monitoring during the compaction process.

Mr. Flood said they would voluntarily put the monitors out; it could be required but they would automatically do it. Mr. Flood said they were committed to doing this right.

Councilmember Day said he felt that that would be the best way to verify that there were no vibration

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issues.

Mr. Flood mentioned the Greyhawk development and the amount of dirt that was moved and compacted on that site. He said he would guess that no monitoring equipment was required on that site. Mr. Flood said they were willing to go beyond what was normally required.

Woody said Staff was going to ask that the monitors be installed near the key areas of fill to monitor existing homes.

Councilmember Day said residents were concerned with compaction near their homes.

Mr. Hartley said the monitoring boxes would be moved as construction moved around the site. Mr. Hartley explained the process of filming outside the homes before the process began to verify existing damage.

Mr. Flood said there wasn't a lot of shaking; this happened in the City at a lot of different building sites. He said it might be very subtle, but he didn't want it to sound like everything would be shaking.

Mayor Stevenson said this vibration would probably be less than during house construction.

Mr. Flood said they were willing to take the necessary measures to monitor that.

There was discussion about placing monitors within 100 feet of existing homes.

Councilmember Freitag said on page 3 of the Staff reports it stated, "After each phase has been mass graded and compacted to meet geotechnical engineering standards, the ground will need time to settle before the land could be improved. IGES will have a fulltime geotechnical engineer on site to monitor the grading and compaction with daily testing." He asked if that was included in the development agreement or was it only in the Staff reports.

Woody said that language was required to be included on the plan. He said it was not that common; there was a lot of testing the City had required of the developer. Woody said this was a higher standard than normal.

Councilmember Freitag asked what would happen if an existing home had damage during construction.

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Gary Crane, City Attorney, said a claim would be made against the developer and his insurance company for any damage that happened during construction; afterwards it would be difficult to know what caused the damage. He said the Heather Drive damage happened 20 years after the homes were constructed.

Councilmember Petro asked how phasing would impact that.

Gary said if construction was going on and damage was caused, there could be a claim. He said that was the case with any development in the City.

Councilmember Petro said there had been a lot of discussion about mass grading and grading in phases; could there be liability for issues caused in the initial phase that didn't show up until subsequent phasing.

Mayor Stevenson said realistically you wouldn't be able to feel any vibration; this was precautionary. He mentioned some of the things he had experienced in building homes.

Gary said the mass grading was to protect the new homes coming into the development to make sure they would be secure; not to protect surrounding homes.

Bill Wright said another item requested was a traffic study update.

Ryan Hales, Traffic Engineer, indicated that he was hired by the consultant to do the traffic study. He said when they originally completed their analysis there was construction at the intersection of Church Street and Antelope Drive. Mr. Hales said because the intersection was under construction, they relied on counts that were taken by the City before the construction began. He said there was about a 15% difference in traffic along Antelope Drive before construction began to when construction began. Mr. Hales said on the north section of Church Street, the difference was about 25%.

Mr. Hales said they started at the base level and raised the traffic volumes 15% on Antelope Drive and 25% on Church Street to bring it up to a higher level of analysis. He said when they re-ran the analysis with the higher counts, including traffic from the new development, all intersections functioned adequately.

Mr. Hales said they were asked to rerun the traffic counts with the completion of Antelope Drive to Highway 89. He said traffic volumes had raised about 18%. He said the intersections still functioned well.

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Mr. Hales said they looked at a future projection to 2020, and the road and intersections still functioned adequately without the new development and including the new development. He said the roads functioned at a service level “D” or better. Mr. Hales said a majority of the intersections were functioning at a higher level than “D.” He explained that service level “D” meant that traffic volumes would function and the pavement was not being widened to an excessive amount that would have to be maintained; it was a level that was standard for an urbanized setting. He said they recognized that this area was somewhat rural, but was urbanizing as time went on.

Mr. Hales said the analysis showed that at 2020, including the new development, all intersections would still function at adequate levels of service.

Councilmember Freitag said the main study was on traffic flow and how well cars were moving on the street. He asked if they considered safety issues.

Mr. Hales said no. He said Woody was prepared to address some of the safety concerns.

Mayor Stevenson asked with the Horrocks Engineering study of the entire City, were these numbers consistent with what Horrocks Engineering provided.

Woody said when UDOT anticipated tying Antelope Drive into Highway 89, they projected traffic to increase 20%. He said from actual data they now knew that that was 18%. Woody said the projections were fairly close. He said Antelope Drive was an arterial road; three lanes were more than sufficient through 2020, which was good news. Woody said Antelope Drive had the ability to be striped to 5 lanes, but traffic volumes would not necessitate that through the 2020 time frame.

Ryan Hales said one of the questions was with the Emerald Drive and Antelope Drive intersection, and a signal being warranted. He said a signal would not be required there unless the traffic doubled on Emerald Drive. Mr. Hales said there wasn't enough traffic to warrant a signal.

Mr. Hales said they did a lot of traffic signal review for UDOT. He said they reviewed every signal request throughout the State. Mr. Hales said there were 9 different signal warrants that could be allocated to put in a traffic signal. He said the one that would most likely be met at this location would be the peak hour traffic volume warrant. Mr. Hales said the peak hour traffic was about 50% of what it would need to be to warrant a signal.

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Bill said that included factoring in traffic from the new development. He said even factoring in traffic from the new development; that traffic would have to double to warrant a signal.

Mr. Hales said that was correct.

Councilmember Petro asked what percentage per household of vehicles was used to calculate future traffic.

Mr. Hale said they used national standards. He said they looked at those standards to determine the number of trips that would be generated per household.

Mayor Stevenson said when Emerald Drive was completed, existing homes would be using the Antelope Drive connection.

Mr. Hales said they anticipated 80% of the existing traffic would go north to Antelope Drive. He said that was anticipated in the study.

Mayor Stevenson mentioned his experience with traffic on Rosewood Lane and Fairfield Road. He said traffic was a part of growth.

Mr. Hales said that was true; traffic would grow regardless of development. He said that was why they continued to change the classification of roads and widen roads.

Councilmember Brown asked if there was a really bad snow storm, driving on Antelope Drive could be scary. She said some people might use Emerald Drive going south to avoid the hills on Antelope Drive.

Woody said they may choose that; there were steep grades on Emerald Drive as well.

Mayor Stevenson asked with an 18% increase on Antelope Drive with the tie into Highway 89, how much would this development increase that number.

Mr. Hales said he hadn't look at that number. He said he would run the numbers and let the Mayor know for the regular meeting.

Councilmember Brown said a signal at Emerald Drive on Antelope could be a problem in snow.

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Woody said he would address that in the regular meeting.

Bill said the next issue the Planning Commission was asked to review was the trail system and how it would function. He displayed a map that showed the proposed trail location, and connections into the park.

Councilmember Petro said the residents were concerned about the trail on the back of the houses on the west side of the development.

Mr. Flood explained how the trail would follow the swell along the back of the lots to the west to provide a trail system from north to south through the development. He said there would be an easement along those lots for the trail.

Mayor Stevenson asked when the property developed to the west; would the trail on the west side go away.

Mr. Flood said they hadn't considered that; if the trail was used for 15 or 20 years the City probably wouldn't want it to revert back.

Councilmember Day asked if they would construct the entire trail system included in the park.

Mr. Flood said the development agreement had them doing the construction in cooperation with the City. He said Scott Carter had expanded the trail through the park area. Mr. Flood said they would work with the City to finalize the trail system.

Councilmember Day said one item brought up by the residents was that there was no parking for the use of the park.

Mr. Flood said this was never intended to be anything but a pedestrian park for the residents in the area. He said slopes didn't allow for development of a parking area. Mr. Flood said it was not designed for residents in other areas of the City to use for things like soccer. The intent was to leave the area undisturbed and somewhat of a natural area.

Mayor Stevenson said the park plans would be refined later on in the process.

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

Councilmember Brown mentioned that there wasn't parking to access the Kays Creek Trail; these would be public streets and people could park on the streets to access the trail.

Bill said the idea was to keep this as a nature park and a neighborhood park, not a regional park.

## **MAYOR'S REPORT**

Mayor Stevenson said Councilmember Petro would mention the status of the RAMP tax issue in the regular meeting.

Mayor Stevenson said last night at the COG meeting there was some discussion about the ability for the counties to vote on the gas tax. He said the Wasatch Front Regional Council talked a little about getting more parking for the FrontRunner Station. Mayor Stevenson said there was definitely some movement on that the thing would be taken care of in the near future.

Mayor Stevenson said UTOPIA was still being worked on.

Councilmember Freitag said the Mayor did a good job explaining the City's position relative to UTOPIA to other elected officials.

**The meeting adjourned at 6:50 p.m.**

---

Thieda Wellman, City Recorder



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

**Item Number:** 3.A.

**Subject:**

Layton City's Acceptance of a \$1,500 Donation from Layton's Competitive Baseball Teams

**Background:**

Layton City's Parks and Recreation Department held the first annual Layton City Baseball Days competitive tournament. The tournament began on April 16, 2015, at Ellison Park and was very successful. Layton City hosted 32 teams, seven of the teams were from Layton, the rest were from northern Utah and southern Idaho. As part of the tournament, Layton's competitive teams ran the Home Run Derby on Friday night. The Derby raised \$1,500 and the associated Layton teams would like to donate this money to Layton City's Youth Scholarship program.

The Layton Baseball Days tournament earned over \$3,300 that will also be used to fund the City's Youth Scholarship program. Layton City would like to thank the coaches, players and parents who came out to support Layton City and raise money for this important program. The City would also like to thank the many local businesses that donated time and products to support this tournament and the Youth Scholarship program.

**Alternatives:**

N/A

**Recommendation:**

N/A

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

**Item Number:** 5.A.

**Subject:**

Reconveyance of Deed of Trust to Zions First National Bank, Trustee - Resolution 15-30 - 2010 North Main Street (Kmart)

**Background:**

In October 1979, Layton City authorized, and later issued, a bond to help finance the Kmart at 2010 North Main Street. That bond was retired and paid off in June of 2005. The City has not yet removed its lien on the property. In an effort to clear the property's title, the owner has asked the City to reconvey its deed of trust back to the trustee.

**Alternatives:**

Alternatives are to 1) Adopt Resolution 15-30 authorizing the reconveyance of the deed of trust to Zions First National Bank, Trustee; 2) Adopt Resolution 15-30 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 15-30 and remand to Staff with directions.

**Recommendation:**

Staff recommends the Council adopt Resolution 15-30 authorizing the reconveyance of the deed of trust to Zions First National Bank, Trustee and authorize the Mayor to sign the necessary documents.

**RESOLUTION 15-30**

**A RESOLUTION AUTHORIZING THE RECONVEYANCE OF A DEED OF TRUST  
IN FAVOR OF LAYTON CITY TO ZIONS FIRST NATIONAL BANK, TRUSTEE.**

**WHEREAS**, the Layton City Council authorized an Industrial Development Revenue Bond in Resolution 160 on October 18, 1979 to help finance the Kmart at 2010 North Main Street in Layton, Utah; and

**WHEREAS**, pursuant to Resolution 160, Layton City issued the Industrial Development Revenue Bond; and

**WHEREAS**, the Industrial Development Revenue Bond was retired and the balance paid off on June 2, 2005; and

**WHEREAS**, Layton City has not released its lien on the property at 2010 North Main Street in Layton, Utah; and

**WHEREAS**, the property owner at 2010 North Main Street has requested that Layton City reconvey the deed of trust to Zions First National Bank.

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

1. That the Council approves the reconveyance of the deed of trust to Zions First National Bank.
2. That the Council authorizes the Mayor to sign the necessary documents.

**PASSED AND ADOPTED** by the City Council of Layton, Utah, this 7<sup>th</sup> day of May, 2015.

---

ROBERT J STEVENSON, Mayor

ATTEST:

---

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:



---

GARY R. CRANE, City Attorney

**DOCUMENT WAS  
RECEIVED FROM  
OUTSIDE SOURCE**

Return to:  
K MART CORPORATION  
3333 Beverly Rd.  
Hoffman Estates, IL 60179

### **REQUEST FOR FULL RECONVEYANCE**

TO: ZIONS FIRST NATIONAL BANK, Trustee,

The Undersigned is the legal owner and holder of a Promissory Note secured by the following Deed of Trust recorded in Davis County, State of Utah, and is authorized to sign on behalf of undersigned beneficiary. The note, together with all other indebtedness secured by said Trust Deed has been paid in full and satisfied; you are hereby requested and directed, to reconvey, without warranty to the "person or persons legally entitled thereto," the estate now held by you related to the property described below:

Trustor: C.D.I. LTD., a Utah limited partnership  
Beneficiary: LAYTON, UTAH  
Recording Date: June 10, 1980  
Entry No.: 566343, Book 826, Page 994  
APN No.: 09-022-0177, 09-022-0149, 09-022-0150

Legal Description:

The real property is situated in, the County of Davis, State of Utah, and is described as follows:

Beginning at a point N0°03'10"E, 50.00 ft. and S89°47'W, 502.16 ft. from the S1/4 Cor Sec 7, T4N, R1W, SLB&M and running thence N0°03'10"E, S53° 13' W, 33.42 ft; thence S36°47'E, 65.00 ft; thence S53°13'W, 98.00 ft; thence S 36°47'E, 404.04 ft; thence N89°47'E, 500.69 ft. to beg. Containing 6.686 Ac.

Commonly known as: 2010 North Main Street, Layton, Utah

The undersigned Beneficiary hereby certifies that the original Trust Deed Note and Trust Deed hereinabove referred to have been retained, lost or destroyed. The undersigned Beneficiary also certifies that the Note and Trust Deed hereinabove described have not been assigned to another party. That in consideration of the issuance by said Trustee of its Reconveyance of said Deed of Trust without the surrender to it of the aforementioned Note for cancellation and retention, Beneficiary, their successors, assigns and administrators, hereby agrees to indemnify and hold harmless said Trustee, its agents, employees, successors and assigns, of all liability and responsibility of any loss, damage and expense that may arise or that Trustee may suffer by reason of the issuance of such Reconveyance without having possession of the original Note.

The undersigned Beneficiary further agrees to protect and hold harmless all interested parties who may claim an interest in the property referred to herein from any and all loss suffered or damages incurred by reason of a final decree of a court of competent

jurisdiction, including but not limited to, actual damages paid, attorney's fees and court cost incurred by reason of the lost Trust Deed Note and Trust Deed described hereinabove.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015

**LAYTON, UTAH**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

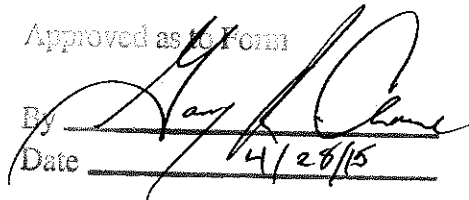
STATE OF UTAH            )  
  ) SS  
COUNTY OF                )

On this \_\_\_\_\_ of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public for the State of Utah, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of LAYTON, UTAH, a \_\_\_\_\_, in and which executed the foregoing instrument, and acknowledged to me that such entity executed the same.

In WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first herein above written.

\_\_\_\_\_  
Notary Public for the State of Utah  
Printed Name:  
Residing at:

My Commission expires:

Approved as to Form  
By   
Date 4/28/15

DOCUMENT WAS  
RECEIVED FROM  
OUTSIDE SOURCE

Return to:  
KMART CORPORATION  
3333 Beverly Rd.  
Hoffman Estates, IL 60179

**FULL RECONVEYANCE**

**ZIONS FIRST NATIONAL BANK**, Trustee under Trust Indenture executed by **C.D.I. LTD.**, a Utah limited partnership, Trustor, **LAYTON, UTAH**, as Beneficiary, dated June 1, 1980, and recorded as Entry No. **566343**, on June 10, 1980, in **Book 826**, at **Page 994**, of the official records in the office of Official Records of Davis County, Utah, having been requested in writing by the holder of the obligation secured by said Trust Indenture to reconvey the estate granted to Trustee under said Trust Indenture, does hereby reconvey, release and remise to the person or persons legally entitled thereto, without warranty of any kind, all the estate, title and interest acquired by Trustee under said Trust Indenture.

The real property is situated in, the County of Davis, State of Utah, and is described as follows:

Beginning at a point N0°03'10"E, 50.00 ft. and S89°47'W, 502.16 ft. from the S1/4 Cor Sec 7, T4N, R1W, SLB&M and running thence N0°03'10"E, S53° 13' W, 33.42 ft; thence S36°47'E, 65.00 ft; thence S53°13'W, 98.00 ft; thence S 36°47'E, 404.04 ft; thence N89°47'E, 500.69 ft. to beg. Containing 6.686 Ac.

Commonly known as: 2010 North Main Street, Layton, Utah  
APN 09-022-0177, 09-022-0149, 09-022-0150

Dated this \_\_\_ day of \_\_\_\_\_, 2015.

ZIONS NATIONAL BANK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form

By:   
Date: 4/29/15

STATE OF )  
 ) SS  
COUNTY OF )

On this \_\_\_\_\_ of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, in and which executed the foregoing instrument, and acknowledged to me that such entity executed the same.

In WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first herein above written.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Residing at: \_\_\_\_\_

My Commission expires:

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

**Item Number:** 5.B.

**Subject:**

Adopt Tentative Budget for Fiscal Year 2015-2016 and Set a Public Hearing for June 18, 2015, at 7:00 p.m. - Resolution 15-27

**Background:**

Utah State Code Section 10-6-111 requires the Governing Body to adopt a tentative budget on or before the first regularly scheduled meeting in May.

The Governing Body must set a public hearing on the tentative budget and adopt a final budget on or before June 22, 2015. The tentative budget must be available for public inspection at least ten days before the public hearing and adoption of the final budget.

Staff has met with the Mayor and Council in several budget work meetings and has prepared the tentative budget document for adoption.

A copy of the tentative budget will be provided to the Council dropbox prior to the meeting.

**Alternatives:**

Alternatives are to 1) Adopt Resolution 15-27 approving the tentative budget and setting a public hearing for June 18, 2015, at 7:00 p.m.; 2) Adopt Resolution 15-27 with changes to the tentative budget and/or the public hearing date; or 3) Remand to Staff with directions.

**Recommendation:**

Staff recommends the Council adopt Resolution 15-20 approving the tentative budget and setting a public hearing for June 18, 2015, at 7:00 p.m.



RESOLUTION 15-27

**ADOPTING A TENTATIVE BUDGET FOR LAYTON CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2015, AND ENDING JUNE 30, 2016, AND SETTING A PUBLIC HEARING TO HEAR INTERESTED PERSONS PRIOR TO ADOPTING A FINAL BUDGET.**

**WHEREAS**, according to Utah Code Section 10-6-111, a tentative budget should be adopted at the first City Council meeting in May, and be made available for public inspection at least ten days prior to a public hearing on the budget; and

**WHEREAS**, a public hearing must be held in order to hear all interested persons on the matter and must be prior to adopting a final budget.

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

SECTION I. That the City Council of Layton City, Davis County, State of Utah, does hereby approve and adopt a tentative budget for the fiscal year beginning July 1, 2015, and ending June 30, 2016, in form and amounts set forth in the written budget document attached hereto and made a part of this resolution as though set forth in full herein.

SECTION II. That a public hearing is hereby set for Thursday, June 18, 2015, at 7:00 p.m. to hear all interested persons on the matter of the budget and adoption of a final budget.

**PASSED AND ADOPTED** by the City Council of Layton, Utah, this **7th day of May, 2015.**

\_\_\_\_\_  
Robert J Stevenson, Mayor

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
GARY CRANE, City Attorney

PREPARED BY:

  
\_\_\_\_\_  
TRACY PROBERT, Finance Director

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

**Item Number:** 5.C.

**Subject:**

Residential Solid Waste Collection and Disposal Contract - Waste Management of Utah, Inc. - Resolution 15-28

**Background:**

On November 6, 2003, the City entered into an agreement for automated garbage collection services with Waste Management of Utah, Inc. The most recent amendment to the agreement will expire July 1, 2015 if not extended. The City and Waste Management of Utah, Inc. desire to extend the agreement for five years to July 1, 2020. The City and Waste Management of Utah, Inc. have agreed to a rate increase equivalent to thirty-five cents (\$.35) per can per month for the first can and twenty-five cents (\$.25) per can per month for additional cans.

**Alternatives:**

Alternatives are to 1) Adopt Resolution 15-28 approving the Fourth Amendment to the Residential Solid Waste Collection and Disposal Agreement; 2) Adopt Resolution 15-28 with any amendments the Council deems appropriate; or 3) Remand to Staff with directions.

**Recommendation:**

Staff recommends the Council adopt Resolution 15-28 approving the Fourth Amendment to the Residential Solid Waste Collection and Disposal Agreement with Waste Management of Utah, Inc.

**RESOLUTION 15-28**

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE FOURTH AMENDMENT TO THE RESIDENTIAL SOLID WASTE AND DISPOSAL AGREEMENT BETWEEN LAYTON CITY AND WASTE MANAGEMENT OF UTAH, INC.**

**WHEREAS**, on November 6, 2003, the City entered into an agreement for automated garbage collection services with Waste Management of Utah, Inc.; and

**WHEREAS**, the agreement will expire July 1, 2015 unless it is extended; and

**WHEREAS**, the City and Waste Management of Utah, Inc. desire to extend the agreement for five years to July 1, 2020; and

**WHEREAS**, the City and Waste Management of Utah, Inc. have agreed to a rate increase of Thirty Five Cents (\$.35) per can per month on the first can and Twenty Five Cents (\$.25) per can per month for additional cans; and

**WHEREAS**, the City Council of Layton City has determined that the amendment to extend the term of the agreement and increase the rates to be in the best interest of the citizens of Layton City.

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

1. That the Fourth Amendment to the Residential Solid Waste Collection and Disposal Agreement between Layton City and Waste Management of Utah, Inc. be approved and included herewith.

2. That the Mayor is hereby authorized to sign and execute the agreement on behalf of the City.

**PASSED AND ADOPTED** by the City Council of Layton City, Utah, this **7th day of May, 2015**.

\_\_\_\_\_  
Robert J Stevenson, Mayor

ATTEST:

\_\_\_\_\_  
Thieda R. Wellman, City Recorder

APPROVED AS TO FORM:

  
\_\_\_\_\_  
GARY CRANE, City Attorney

PREPARED BY:

  
\_\_\_\_\_  
TRACY PROBERT, Finance Director

**FOURTH AMENDMENT TO  
AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL  
DATED NOVEMBER 6, 2003**

This FOURTH AMENDMENT TO AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL (the "Amendment") is by and between Layton City, a municipal corporation and political subdivision of the State of Utah, hereinafter referred to as "CITY," and Waste Management of Utah, Inc., a Utah corporation with its principal offices located at 8652 S 4000 W, West Jordan, Utah, 84088, hereinafter referred to as "CONTRACTOR."

RECITALS

**WHEREAS**, the Agreement for Residential Solid Waste Collection and Disposal dated November 6, 2003 (the "Agreement"), and previously extended by amendment, will expire July 1, 2015 unless further extended; and

**WHEREAS**, the CONTRACTOR and the CITY both desire to extend the Agreement and include some additional provisions describe herein; and

**WHEREAS**, the CONTRACTOR and CITY agreed to extend the Agreement for five years; and

**WHEREAS**, the CONTRACTOR and CITY agree to add subscription curbside recyclable collection on an every other week schedule to be implemented strategically in a mutually agreed upon fashion for the rate of \$5.50 per home for the initial year of the Agreement extension; and

**WHEREAS**, the CONTRACTOR and the CITY have agreed to the can collection fees which may be charged and paid under the Agreement as follows: 1) The basic, additional and recycle can fees will remain the same for the first year of the extension; 2) The basic, additional and recycle can fees will increase 1.8% for the second year of the extension; and 3) The basic, additional and recycle can fees will increase an additional 1.8% for each of the third, fourth and fifth years of the extension.

**NOW, THEREFORE**, in consideration of the promises and conditions set forth herein, CONTRACTOR and CITY agree to the following:

1. Section II of the Agreement is hereby amended as follows:

**TERM.** This Agreement shall remain in effect for a period ending on the 1st day of July, 2020, unless terminated earlier pursuant to the terms of this Agreement. Nothing herein shall be construed to bind future City Councils in violation of the Constitution of the State of Utah.

2. Paragraphs B, E, and G of Section VIII of the Agreement are hereby amended as follows:  
**B. Basic Fee.** The CITY shall pay CONTRACTOR the basic fee of four dollars and eighty-three cents (\$4.83) per month for one trash can and five dollars and fifty cents (\$5.50) for one optional recyclable can, should the resident decide to add

this service.

**E. Additional Cans.** CONTRACTOR shall be paid two dollars and forty-eight cents (\$2.48) for each additional can at a residential unit location.

**G. Inflation Adjustment.** The billing rates in B and E above shall be increased on each July 1 during the years 2016, 2017, 2018, and 2019 by 1.8%.

3. The preceding changes are the sole changes to the Agreement. All other provisions remain in full force and effect.

Dated this \_\_\_\_ day of February, 2015.

ATTEST:

LAYTON CITY CORPORATION

THIEDA R. WELLMAN, City Recorder

ROBERT STEVENSON, Mayor



CONTRATOR:  
WASTE MANAGEMENT OF UTAH, INC.

By: [Signature]  
President

STATE OF ARIZONA     )  
  ):ss.  
COUNTY OF MARICOPA )

On this <sup>April</sup> ~~3rd~~ day ~~February~~, 2015, personally appeared before me Scott Bradley who duly acknowledged to me that he is the President of Waste Management of Utah, Inc., and the document foregoing was signed by him in behalf of said corporation, and he acknowledged to me that said corporation executed the same.

[Signature]  
NOTARY PUBLIC

APPROVED AS TO FORM

[Signature]  
GARY R. CRANE, City Attorney

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

**Item Number:** 5.D.

**Subject:**

On-Premise Restaurant Liquor License – Firehouse Pizzeria Layton – 768 West 1425 North

**Background:**

The owner of Firehouse Pizzeria Layton, Brett Hansen, is requesting an 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 Brett Hansen 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 Firehouse Pizzeria Layton; or 2) Deny the request.

**Recommendation:**

Staff recommends the Council approve the on-premise restaurant liquor license for Firehouse Pizzeria Layton.





600 ft. Radius

200 ft. Radius



**Firehouse Pizzeria Layton  
768 West 1425 North**



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

**Item Number:** 5.E.

**Subject:**

Assignment of City's Interest in a Parcel of Property to the Redevelopment Agency of Layton City - Resolution 15-29 - Approximately 3600 North Fairfield Road

**Background:**

Layton City entered into an Option Agreement in March 2009. That Agreement provided the City with an option to purchase an identified parcel of property located at approximately 3600 North Fairfield Road. That Agreement also provides the City with the ability to assign that option. If the City were to exercise that option and acquire the property, it would be for development purposes, augmenting and enhancing the City's economic base. With that objective in mind, assigning the City's interest in this Agreement to the Redevelopment Agency of Layton City (hereinafter "Agency") would be consistent with the Agency's purpose, and would provide the Agency with additional resources to continue to fulfill that purpose.

**Alternatives:**

Alternatives are to 1) Adopt Resolution 15-29 assigning the City's interest in a parcel of property, located at approximately 3600 North Fairfield Road, to the Redevelopment Agency of Layton City; 2) Adopt Resolution 15-29 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 15-29 and remand to Staff with directions.

**Recommendation:**

Staff recommends the Council adopt Resolution 15-29 assigning the City's interest in a parcel of property, located at approximately 3600 North Fairfield Road, to the Redevelopment Agency of Layton City and authorize the Mayor to sign the necessary documents.



**RESOLUTION 15-29**

**A RESOLUTION ASSIGNING THE CITY'S INTEREST IN A LAND PURCHASE AGREEMENT TO THE REDEVELOPMENT AGENCY OF LAYTON CITY; AUTHORIZING THE MAYOR TO EXECUTE THE ATTENDANT DOCUMENTS.**

**WHEREAS**, the City acquired an interest in a land purchase agreement, providing the City with an option to purchase a specified parcel of property located at approximately 3600 North Fairfield Road; and

**WHEREAS**, said agreement granted to the City the ability to assign said interest; and

**WHEREAS**, the purpose of any acquisition of said property would be for the improved development of the City, and

**WHEREAS**, the Redevelopment Agency of Layton City's purpose is to pursue the improvement of the City's economics through development; and

**WHEREAS**, assigning this option to the Redevelopment Agency of Layton City is in furtherance of its purposes and in the best interest of the City and its citizens.

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

1. That the City hereby assigns its interest in the Option Agreement dated March 19, 2009, to the Redevelopment Agency of Layton City.
2. That the Mayor is hereby authorized to execute the necessary documents to consummate this assignment.


**PASSED AND ADOPTED by the City Council of Layton, Utah, this 7<sup>th</sup> day of May, 2015.**

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

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
STEVEN L GARSIDE, Assistant City Attorney

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

**Item Number:** 5.F.

**Subject:**

Development Agreement – Mike Bastian – Resolution 15-23 – Approximately 950 North Rainbow Drive

**Background:**

On April 2, 2015, the Council approved the development agreement and rezone from R-1-8 to R-2 for .37 acres located on the east side of Rainbow Drive at approximately 950 North. At the time of approval, the property was owned by Richard Widner and Elaine K. Widner Trustee, who authorized Mike Bastian, the applicant, to represent them in the rezone and development agreement process.

Mike Bastian has since purchased the property from the Widners and is requesting the development agreement be updated with him as the owner of the property. As the property owner Mr. Bastian will now assume all requirements of the development agreement as outlined in Article IV “Owner’s Undertakings”.

**Alternatives:**

Alternatives are to 1) Adopt Ordinance 15-23 approving the updated development agreement with Mike Bastian; or 2) Not adopt Ordinance 15-23 denying the updated development agreement.

**Recommendation:**

Staff recommends the Council adopt Ordinance 15-23 approving the updated development agreement with Mike Bastian.

**RESOLUTION 15-23**

**ADOPTING AN AGREEMENT FOR THE DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND MIKE BASTIAN.**

**WHEREAS**, Owner (hereinafter "Owner") Mike Bastian is developing certain property located at approximately 950 North Rainbow 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 development with appropriate land uses, landscaping and architectural 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 Development of Land between Layton City and Mike Bastian" is hereby adopted and approved.
2. The Mayor is authorized to execute the Agreement, which is attached hereto and incorporated herein by this reference.

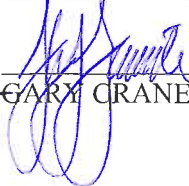
**PASSED AND ADOPTED** by the City Council of Layton, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**ATTEST:**


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

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

**APPROVED AS TO FORM:**

By:  \_\_\_\_\_  
For GARY CRANE, City Attorney

**SUBMITTING DEPARTMENT:**

By:  \_\_\_\_\_  
For WILLIAM T. WRIGHT, Director  
Community & Economic Development

**AGREEMENT FOR DEVELOPMENT OF LAND  
BETWEEN LAYTON CITY AND MIKE BASTIAN**

THIS AGREEMENT for the development of land (herein referred to as this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, between LAYTON CITY, a municipal corporation of the State of Utah (herein referred to as "City"), and MIKE BASTIAN (herein referred to as "Owner"), with the City and Owner collectively referred to as the "Parties" and separately as "Party".

**RECITALS**

WHEREAS, in furtherance of the objectives of the Layton City General Plan, City has approved an application for a zone change from R-1-6 (Single Family Residential) to R-2 (Single and Two Family Residential), of certain property located at approximately 952 North Rainbow Drive in Layton City, (hereinafter the "Subject Area"); and

WHEREAS, the Subject Area consists of approximately 0.37 acres and is depicted on Exhibit "A" attached hereto (hereinafter "Exhibit A"); and

WHEREAS, Owner is the owner of the above described property and has presented a proposal for development of the Subject Area to the City, which provides for development in a manner consistent with Layton City's General Plan; and

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

WHEREAS, City has granted R-2 zoning approval on the Subject Area, subject to Owner agreeing to certain limitations and undertakings described herein, which Agreement will provide protection to surrounding property values and will enable the City Council to consider the approval of such development at this time; and

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

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

**ARTICLE 1  
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 MIKE BASTIAN
- 1.2 "City" shall mean Layton City, a body corporate and politic of the State of Utah. The principal office of City is located at 437 North Wasatch Drive, Layton, Utah, 84041.
- 1.3 "Owner" shall MIKE BASTIAN. The principal office for Owner is 579 Heritage Park Boulevard, Layton, UT 84041.
- 1.4 "Owner's Undertakings" shall have the meaning set forth in Article IV.
- 1.5 "Subject Area" shall have the meaning set forth in the Recitals hereto.

- 1.6 “Exhibit A” shall map depicting the location of the Subject Area.
- 1.7 “Exhibit B” shall mean photo examples of the proposed twin homes on the Subject Area.

**ARTICLE II  
CONDITIONS PRECEDENT**

- 2.1 This Agreement shall not take effect until City has approved this Agreement pursuant to a resolution of the Layton City Council.
- 2.2 Owner agrees to restrict the uses permitted under an R-2 zoning designation, to those listed herein.

**ARTICLE III  
CITY’S UNDERTAKINGS**

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

**ARTICLE IV  
OWNER’S UNDERTAKINGS**

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

- 4.1 Development on the property shall be limited to the following uses, which shall be properly approved as required under Layton City’s Ordinance; specifically, permitted uses allowed under the R-2 zoning designation.
- 4.2 Owner agrees to provide forty percent (40%) landscaping within the Subject Area.
- 4.3 Owner agrees to install a minimum of a solid vinyl fence, with a solid earth tone color, along the east and south boundaries of the Subject Area.
- 4.4 As part of the site plan review process, Owner shall submit a landscape plan to the City for the entire project, both the open common areas as well as landscape details around the twin home buildings. This plan must receive approval from the City prior to the issuance of any building permits. The landscape plan is to incorporate a sufficient number of conifer trees along the south property line to enhance the buffer between this development and the adjoining single-family development.
- 4.5 The architectural plans, building elevations, and building materials shall be similar to that of the surrounding single-family residential structures to the south of this site. The following materials shall be used for exterior construction: brick, rock, stucco, and hardy board or timber posts. Vinyl siding will not be allowed. Earth tone colors shall be used with relationship to the exterior building materials.
  - 4.5.1 The maximum height for the building is thirty feet (30’). The architectural plans for each twin home building shall be reviewed and approved by the City Staff.
  - 4.5.2 Each twin home unit shall include a minimum of an attached, single-car garage.

- 4.6 The total number of dwelling units for the 0.37 acre Subject Area shall not exceed four (4) units.

**ARTICLE V  
GENERAL REQUIREMENTS AND RIGHTS OF CITY**

- 5.1 Issuance of Permits – Owner. Owner, or its assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Owner’s Undertakings and shall make application for such permits directly to the Layton City Community and Economic Development Department and other appropriate departments and agencies having authority to issue such permits in connection with the performance of Owner’s Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.
- 5.2 Completion Date. The Owner shall, in good faith, diligently pursue completion of the development.
- 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 to access the Subject Area without charges or fees during the period of performance of Owner’s Undertakings. City shall indemnify, defend and hold Owner harmless from and against all liability, loss, damage, costs or expenses (including attorney’s fees and court costs) arising from or as a result of the death of a person or any accident, injury, loss or damage caused to any person, property or improvements on the Subject Area arising from the negligence or omissions of City, or its agents or employees, in connection with City’s exercise of its rights granted herein.

**ARTILCE VI  
REMEDIES**

- 6.1 Remedies for Breach. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within said thirty (30) day period, the party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:
- 6.1.1 Cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; or
- 6.1.2 Owner agrees not to contest the reversion of the zoning by the City Council to the previous zoning on the property, and hereby holds the City harmless for such reversion of the zoning from R-2 to R-1-6.
- 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 embargos or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

- 6.3 Extensions. Either Party may extend, in writing, the time for the other Party's performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provide, however that any such extension or permissive curing of any particular default shall not 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 thirty (30) days.
- 6.5 Appeals. If the Owner desires to appeal a determination made hereunder by Staff, said appeals shall be to the Planning Commission, whose decision shall be final. If the appeal is regarding the interpretation of this Agreement, the appeal shall be to the City Council with a recommendation from the Planning Commission and Staff.

## 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 the Subject Area. Upon approval of any assignment by City, or in the event Owner assigns all or part of this Agreement to an assignee, Owner shall be relieved from further obligation under that portion of the Agreement for which the assignment was made and approved by City.
- 7.2 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail, if mailed. The initial addresses of the Parties shall be:

To Owner:       MIKE BASTIAN  
                      579 Heritage Park Boulevard  
                      Layton, UT 84041

To City: LAYTON CITY CORPORATION  
437 North Wasatch Drive  
Layton, Utah 84041  
Attention: Alex R. Jensen, City Manager  
801.336.3800 (O)  
801.336-3811 (F)

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 Parties.
- 7.6 Exhibits Incorporated. Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.
- 7.7 Attorneys' Fees. In the event of any action or suit by a Party against the other Party for reasons of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees.
- 7.8 Termination. Except as otherwise expressly provided herein, the obligation of the Parties shall terminate upon the satisfaction of the following conditions:
- 7.8.1 With regard to Owner's Undertakings, performance by Owner of Owner's Undertakings as set forth herein.
- 7.8.2 With regard to City's Undertakings, performance by City of City's Undertakings as set forth herein.

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

- 7.9 Recordation. This Agreement shall be recorded upon approval and execution of this agreement by the Owner(s), whose property is affected by the recording and the City.



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**

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

**ATTEST:**

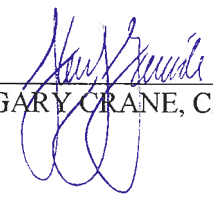
By: \_\_\_\_\_  
THEIDA WELLMAN, City Recorder

Signed By  
MIKE BASTIAN

\_\_\_\_\_  
Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

By:   
for GARY CRANE, City Attorney

# EXHIBIT A



## EXHIBIT A

Development Agreement

Mike Bastian

Approx.  
950 North  
Rainbow Drive

.37 Acres

### LEGEND

- Layton City Boundary
- Property
- Lakes
- Streams



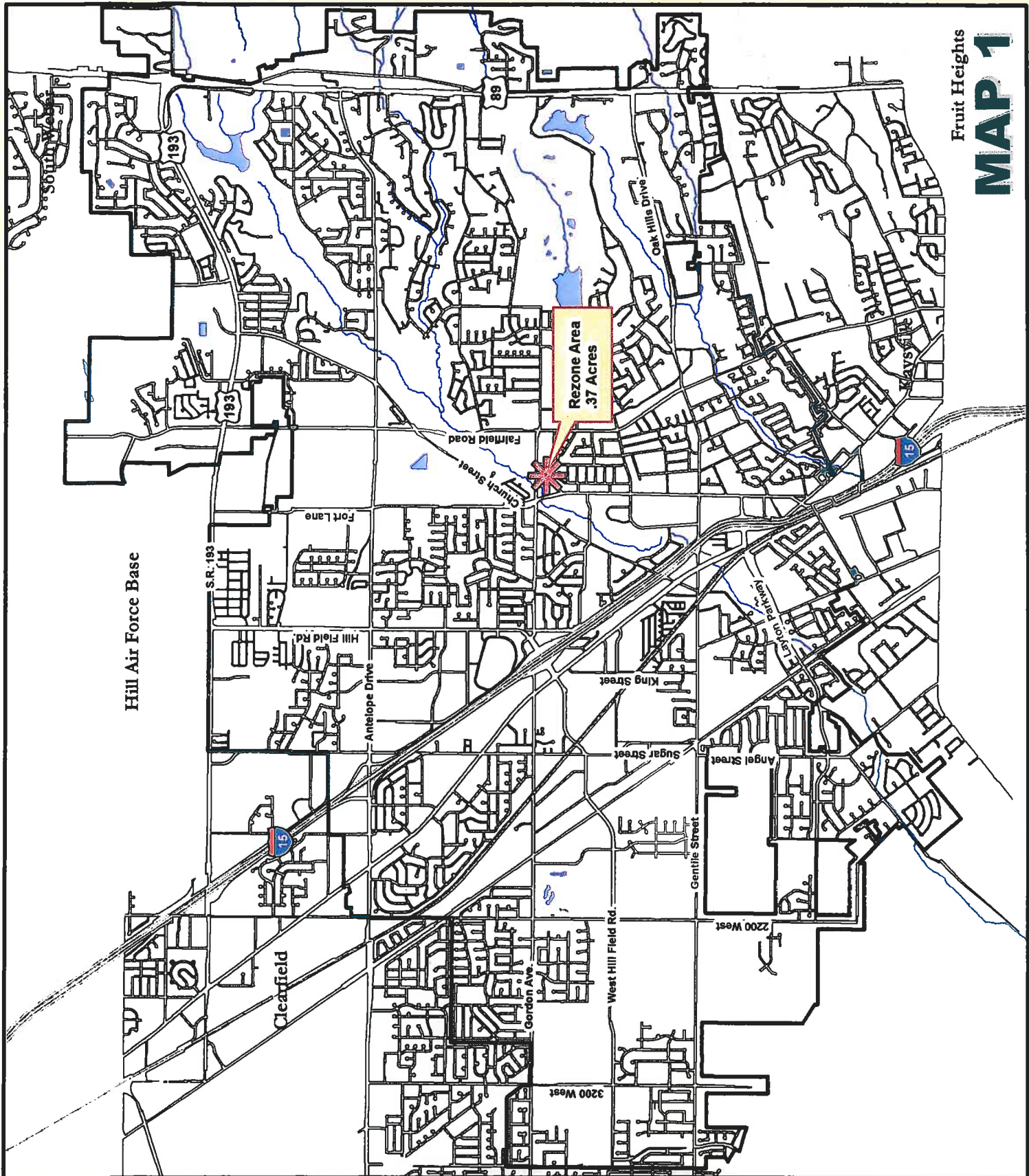
1 inch = 83.33 feet





**EXHIBIT B**



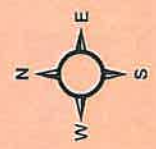


**City Council Meeting**

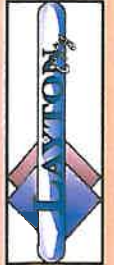
May 7, 2015

**Bastian Development Agreement**

- LEGEND**
- Rail Lines
  - Interstate 15
  - Layton City Boundary
  - Rights of Way
  - Lakes
  - Streams
  - Rezoned Area



1 inch = 4,250 feet







**City Council Meeting**

May 7, 2015

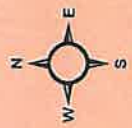
**Bastian Development Agreement**

Approx. 950 North Rainbow Drive

.37 Acres

**LEGEND**

-  Layton City Boundary
-  Property
-  Lakes
-  Streams



1 inch = 83.33 feet



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

**Item Number:** 5.G.

**Subject:**

Preliminary Plat – Eastridge Park Estates PRUD – Approximately 1450 East Antelope Drive

**Background:**

On April 16, 2015, the Council tabled the preliminary plat request for Eastridge Park PRUD. The purpose for tabling the preliminary plat was to give the Council additional time to address the questions from the residents of Layton City and to study and comprehend the answers given by the developer.

City Staff and the developer met with the Council and Mayor to review and discuss the poignant questions from the residents in adjacent subdivisions to the proposed development. The major questions and the City's responses are listed below.

Parking locations for the 16-acre park

Because the development of the park will be done in phases and completed at a later time, the Staff explained a number of options for parking in the immediate area of the park. These options will become clarified when the park is close to build out. This is a City responsibility, not the developer.

Vibrations from compaction equipment

The majority of the proposed fill areas for mass grading the property are located at a distance greater than 100 feet from any existing home. Typically, the fill areas are the only areas that are to be compacted, possibly using a vibration method. Those areas that are to be compacted within a 100 foot distance of an existing home will be monitored by the excavation company and recorded by IGES. Both the developer and IGES will make the daily readings available to the City and will report any concerns from the adjacent residents. The method of compaction will be adjusted if necessary.

Private drive access between the proposed townhomes and cottage homes

To maintain a sense of community and better organization between sub-homeowners associations, it was discussed that the private drive connection between the townhomes and cottage homes was not viable. The concession the developer is willing to provide is to widen the private street access to Antelope Drive. The private street access will be 50 feet in width and have a nicely landscaped island with possible signage for the townhomes. The landscaped island will match the required landscaping along Antelope Drive.

Notices on plats

The City will require the developer to place notes on each phased plat for the development. The note will give notice to prospective home buyers that this property is regulated as "Sensitive Lands" by Layton City ordinance about the geotechnical and geological reports and studies that have been completed on the property. The notice will reference the geotechnical company, IGES, and where the reports and studies can be accessed, such as Layton City and IGES' offices.

In addition, a Notice of Disclosure will be recorded on each unit and lot giving notice of the geotechnical and geological reports and where they can be viewed. This statement will show on the title of the individual unit or lot. When a unit or lot is sold in the future, Notice appears in a title report for future home buyers.

Rental restrictions written into the covenants

The developer will write into the covenants for the townhomes a limit of 8 units that can be rented at any

given time. This rule will be governed by the sub-homeowners association for the townhomes. The City does not enforce covenants for any new or existing residential development.

On March 10, 2015, the Planning Commission unanimously recommended the Council approve the preliminary plat for the Eastridge Park PRUD. The applicant/developer received rezone approval with a Development Agreement from the Council on June 4, 2009.

**Alternatives:**

Alternatives are to 1) Grant preliminary plat approval to Eastridge Park PRUD subject to meeting all geotechnical requirements from IGES, and DRC recommendations and Staff requirements with additional conditions; or 2) Grant preliminary plat approval to Eastridge Park PRUD subject to meeting all geotechnical requirements from IGES, and DRC recommendations and Staff requirements; or 2) Deny granting preliminary plat approval to Eastridge Park PRUD.

**Recommendation:**

On March 10, 2015, the Planning Commission unanimously recommended the Council grant preliminary plat approval to Eastridge Park PRUD subject to meeting all geotechnical requirements from IGES, and DRC recommendations and Staff requirements with additional conditions of approval.

As a part of the motion, the Planning Commission requested the developer to:

1. Update the traffic study (The updated study was presented to the Council on April 16, 2015);
2. Study a route for a trail connection from Antelope Drive to the 16 acre nature park on the applicant's property, prior to the Council review of the preliminary plat (Was presented as Exhibit J in the Council's packet).

These two items are included in the staff report.

Staff supports the recommendation of the Planning Commission with the following conditions of approval:

1. Development of a trail on the property connecting the Kays Creek trail to the 16 acre nature park as illustrated in Exhibit J. The trail is to be developed with each final plat phase.
2. Vibration monitoring shall be provided for any existing home within 100 feet of any grading phase.
3. The private drive access road to Antelope Drive shall have a 50 foot right-of-way with a landscaped island.
4. All final plats shall contain notes stating that the property is regulated as "Sensitive Lands" and the geotechnical and geological studies are available at Layton City and IGES. Additionally, a Notice of Disclosure will be recorded on each unit or lot giving notice of geotechnical and geological studies.
5. Rental restrictions will be written into the covenants for the townhomes with a limit of 8 units.





**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 "Kem Weaver", written over a horizontal line.

**Date:** May 7, 2015

**Re:** Eastridge Park PRUD Preliminary Plat

---

**Location:** Approximately 1450 East Antelope Drive (2000 North)

**Zoning:** R-1-10 PRUD (Single Family Residential – Planned Residential Unit Development)

**Description:**

On March 10, 2015, the Planning Commission unanimously recommended the City Council approve the preliminary plat for Eastridge Park PRUD. The applicant, Adams Property LLC, represented by Mike Flood, is requesting preliminary plat approval for property that contains 70.02 acres of vacant farm land located between the south fork and middle fork of Kay's Creek at approximately 1450 East Antelope Drive. To the north and across Antelope Drive is an R-1-10 PRUD single family detached residential development, to the east is an R-1-10 single family detached residential development, to the south is an R-1-8 single family detached residential development and to the west is vacant agricultural land. The surrounding residential land uses have a density range of 2 to 4 units per acre.

**Background:**

On June 4, 2009, the City Council approved the rezone of 70.02 acres for the Beech Adams property. The property was rezoned from Agriculture (A) and R-1-10 to R-1-10 PRUD. An associated Development Agreement (DA), (Exhibit K), was approved with the rezone, which set guidelines for how the property is to be developed with regards to density, streets, utilities, parks and geotechnical requirements.

During the last six years, since the rezone was approved by the City Council, the developer has been progressing towards receiving preliminary plat approval. As was determined during the public hearings for the rezone and DA approval, there needed to be additional geotechnical studies conducted by the developer and reviewed by both Layton City and the third party geotechnical peer reviewer, Golder Associates.



During this same time, City Staff has been working with the developer by reviewing the preliminary plat, grading plans, street plans, utility plans and meeting with the Design Review Committee (DRC).

The following provides a summary of the key elements of the preliminary plat and PRUD plan. The key elements include the density of the overall project and various phases, geotechnical studies and recommendations, Design Review Committee recommendations, architecture of the townhomes, cottage homes and single family homes, landscaping and open space, and utilities and streets.

**Density:**

The rezone and DA were approved capping the total number of units on the 70.02 acres at 303 units (Exhibit A – concept plan). A large number of the proposed units were attached townhomes, which totaled 157 units. This left 146 units for single family detached lots. The 303 units created a density of 4.33 units per acre, which required density bonuses to develop the property with 303 units.

Through additional geotechnical studies and the design of the preliminary plat, the developer has reduced the number of units as illustrated in Exhibit B and detailed in the Land Use and Density Chart below.

**Land Use and Density Chart**

	2009 Rezone & Development Agreement	Proposed 2015 Preliminary Plat
Total of Residential Units	303	268
Townhomes	157	52
Single Family Detached Homes	146	140
Single Family Detached Cottage Homes	0	76
Overall Density	4.33 units/acre	3.82 units/acre
Nature Park	16 acres	16 acres

The Land Use and Density Chart above shows a considerable decrease in the number of attached townhomes by removing 105 units and creating 76 cottage homes. With this conversion, more land is required for the cottage homes, which reduces the overall number of units and the overall density of the development.

Townhomes (Phases 2 and 2A) – The 52 attached townhome units will be located on the northeast portion of the property and adjacent to Antelope Drive (Exhibit A – 2015 preliminary plat). The proposal is for 13 buildings with each building containing 4 units. The units will be accessed by a private drive between the row of units, which will give access to the garages located at the front of each unit.

The townhomes are being proposed as two-story units. Because of the proposed final grade of the property in this area, the townhomes will step down to follow the contours of the property and Antelope Drive. This will assist in breaking up a continual roofline and exterior building elevations (Exhibit F).

Cottage Homes (Phases, 1A, 1B, 1C and future phasing) – The 76 proposed cottage homes are a product similar to a patio style home. They can be one-story or two-story and are similar to a single family detached type home but with a smaller footprint. Cottage homes are built on pad sites with landscaped common areas surrounding the home. The 18-foot deep front yard and driveway are considered limited common area as well as a small patio area at the rear of the home.

The cottage homes are proposed to be located adjacent to Antelope Drive and then transitioning to the south behind the townhomes and north of the single family lots (Exhibit A).

Single Family Detached Lots (Phases 3, 4 and Future Phasing) – The 140 single family lots are proposed on the remainder of the property (Exhibit A). The lot sizes range from 5,000 to 14,000 square feet. The lots can accommodate homes that will be compatible with the homes located in the area. The homes will be one or two-story in height.

Phase 3 is proposed to create the extension of Emerald Drive from the south and will contain 12 lots (Exhibit A). Phase 4 is located west of the north fork of Kays Creek and will contain 7 lots (Exhibit A). Future phasing for the remaining single family lots will be determined as the development applies for additional phasing. The number of lots for each future phase has not been determined. Mass grading will continue with each phase of development for both the remaining cottage homes and single family homes.

#### **Geotechnical Studies:**

After the rezone approval for the 70.02 acres by the City Council in 2009, the next course of action was to create a mass grading plan as the tool to mitigate any slope instability found on the property. Extensive geotechnical research and studies were performed by the developer's geotechnical engineer, Intermountain GeoEnvironmental Services (IGES). These studies then were peer reviewed by the City's third party geotechnical engineer, Golder Associates.

The developer initially proposed to mass grade the entire 70.02 acres at the same time with a City-approved grading permit. The mass grading was to be done per the requirements and recommendations of IGES and Golder Associates. The developer later decided to mass grade the property in phases by starting to mass grade the northern portion of the property, which is the location of the townhomes and cottage homes. With phasing the mass grading plan further studies and data analysis were performed by IGES and certain cross sections of the property were reevaluated (Exhibits C and E).

By phasing the mass grading for the development, some of the cuts and fills changed slightly. Slope stability has improved from the previous grading plan. The developer will be required to blend the phased mass grading areas with the land that is not being mass graded during the first few phases of the development.

After each phase has been mass graded and compacted to meet geotechnical engineering standards, the ground will need time to settle before the land can be improved and structures built. IGES will have a full time geotechnical engineer on site to monitor the grading and compaction with daily testing. IGES will also monitor the settlement of the land after it has been graded and compacted.

In reevaluating certain cross sections for phasing the mass grading, IGES indicates that this does not create a negative impact with the slope stability with given changes being implemented from the approved mass grading plan. Changes to the phased mass grading plans have reduced the height of some retaining walls that are still required in the same location. The MSE/Keystone Wall along the north fork of Kays Creek was originally planned to have a height of 25 feet. This wall has been reduced with a range of 6 to 15 feet in height (Exhibits C and E – cross section "B").

The south portion of the development is still required to maintain a 200 foot setback from the middle or south fork of Kays Creek to the buildable areas on the lots along the south boundary of the development. A 16 acre nature park that will be dedicated to Layton City by the developer will be located within the 200 foot setback area along the length of the development and on both sides of the creek (Exhibit D).

A land drain system is required throughout the development to capture surface water that may filter into the ground at a depth of the foundation of the home. The same land drain system will also be used to capture any ground water that may rise up during heavy wet seasons. Ground water depths range on average from 5.7 feet to 20 feet. Where the groundwater is shallowest, there will be six (6) feet of fill placed in this area, which is where the townhomes are to be constructed without basements. Some areas of the single family lots that will have basements will be close to groundwater; however, the land drain will remove and keep water away from the foundation of the home.

City Staff has reviewed both IGES' summary report and Golder Associates' summary report and concur with their recommendations with regards to, (1) keeping any slope at 14% or less to ensure slope stability, (2) requiring a land drain system for the entire development, (3) requiring plan details to be placed within the plan set, (4) frequent inspections and monitoring of both the grading of the site and monitoring of the settlement of land after the mass grading has occurred and (5) all geotechnical studies and reports will need to be referenced on the final plats for each phase of development.

The process and requirements of the sensitive land ordinance have been followed by both the developer and City Staff. The following reviews and requirements are required during the preliminary plat review of the sensitive lands ordinance.

City Staff reviews required geotechnical reports from the developer's geotechnical engineer. As previously mentioned, the developer for Eastridge Park PRUD has used Intermountain GeoEnvironmental Services (IGES) as their geotechnical engineer. This is the same firm that was used during the rezone/concept plan review. IGES is licensed in the State of Utah to practice their specialty and have considerable experience in this field of practice.

Layton City has required the developer to pay for a third party geotechnical engineer that was selected by the City during the rezone and conceptual plan review in 2008 and 2009. The third party geotechnical engineer firm is Golder Associates, located in Colorado. Golder Associates has reviewed all of IGES' studies and reports concerning the mass grading plan, retaining wall systems, groundwater and slope stability. The City, developer, and Golder Associates have been working together for the last six plus years in mitigating geological and geotechnical concerns on the property. The developer changed their plan from grading the entire project to grading selected phases of the project. The City requested additional

geotechnical third party reviews to be completed by Golder Associates. Golder Associates supports approving the revised plans.

The developer's civil engineer, Stantec, has produced a grading and drainage plan with the geotechnical information from IGES' and Golder Associate's studies and reports. The plan was submitted and reviewed by the City and Golder Associates and contains the following information.

- Existing and proposed contours and slopes for each graded area.
- Revegetation plan which identifies existing vegetation that is to be removed and a revegetation proposal.
- Existing and proposed drainage patterns. This includes the location and capacities of all structures and erosion control measures.
- Location and depth of all proposed cuts and fills.
- A review of the mass grading plan, which is the method to be employed to stabilize slopes and achieve compaction of the property.
- Development of a storm drain system by computing the maximum runoff for a ten year storm before and after development.

Per Ordinance 19.07.120 "Development Standards" and subsection 1 it states, "*Scope. It is intended by this Section, that the development standards and provisions, as set forth herein, shall be required in connection with all building and construction in the sensitive lands overlay area.*" This ordinance does not establish a certain time that the standards in this Section need to be met, as long as the standards are met before a building permit can be given by the City.

Later in this Section of the "Development Standards" it states the following in ordinance 19.07.120(5)(e), "*The maximum vertical height of all cuts and fills shall be ten feet, except in circumstances where the Planning Commission gives specific approval.*" The cuts and fills plan could have been reviewed for the entire development before the first building permit was to be issued. However, City Staff felt it important to have the Planning Commission review and approve the cuts and fills of ten feet or greater before the development received preliminary plat approval from the City Council (Exhibit E).

The map in Exhibit E indicates the cuts in "red" and fills in "green". The numbers refer to the height in feet. The areas highlighted in "lavender" indicate areas that are greater than 10 feet in height and require review and approval of the Planning Commission.

Staff finds that the developer has met the requirements of the sensitive land ordinance. On April 14, 2015, the Planning Commission will review and determine if the areas of cuts and fills greater than 10 feet are approved as exceptions.

**Phasing of Mass Grading:**

There have been questions raised concerning mass grading the site all at one time versus phasing the mass grading as now proposed by the applicant.

Phasing the mass grading with a phased development plan will provide some advantages as listed below.

- The geotechnical engineers have stated that the slope stability reaches a stronger factor of safety than grading the entire site at once (IGES Preliminary Plat Revised Grading Plans and Review, October 2, 2014).
- A much smaller area will be disturbed by phasing the grading, resulting in less area creating airborne dust and soil erosion issues.
- Smaller disturbed areas allows existing farming and natural vegetations to remain in place until a development phase is ready.
- Smaller disturbed areas results in less areas of weed generation as revegetation occurs.
- Smaller disturbed areas results in less staging of large grading equipment and haul trucks at one time.

The areas remaining ungraded after Phase 4 will be evaluated for future phasing with future final plat approvals. The most efficient methods and geography for balancing cuts and fills with each phase will be studied.

**Design Review Committee (DRC):**

The developer met with the City appointed Design Review Committee (DRC) to review the architectural concepts of the town homes, cottage homes and single family homes. In addition, the open space plan was reviewed, except for the 16 acre nature park along the south boundary of the development.

The DRC had the following recommendations to the Planning Commission and City Council.

- Implement gentle meandering sidewalks along Emerald Drive in the townhome and cottage home portion of the development.
- Use small berms in the open space area between the residential units and the street on Emerald Drive.
- Fencing along Antelope Drive is to be, at a minimum, solid vinyl.
- Create a strong continuity between the townhomes, cottage homes and single family lots with open space and architectural elements.
- The two-car garage doors need to be complimentary in color to the proposed architectural design elements and styles.

There was a concern of the long-term maintenance of the townhome portion of the development. The developer stated that there would be a professional management company overseeing the maintenance of the entire project, which ensures the upkeep of the townhomes and the common areas of the development. A master homeowners association will govern the entire development with junior homeowner associations for each of the three different housing types.

The DRC spoke highly of the development and how it was being planned out with townhomes adjacent to a major arterial street and then transitioning to cottage homes and eventually to the lower density single family homes. The packet of materials the DRC reviewed is part of this packet.

The density of the development was capped when the property was rezoned and outlined in the DA. The DRC was not required to award density bonuses for this development.

**Architecture:**

Each form of residential dwelling has different architectural elements that bring continuity as they transition from townhomes to single family homes. The townhomes will be two-story and stepped down due to the slope of the development, which creates breaks in both the roofline and the building facades (Exhibit F). Each townhome will have an attached two-car garage. Each unit will have a front façade that will be broken up with a number of windows and may incorporate window treatments, such as lintels over the windows. The rear of the townhomes will incorporate a variety of windows with the same window treatments as the front. The rear elevations incorporate exterior patio doors, awnings and possibly flower boxes. The rear façade facing Antelope Drive needs to be given more architectural detail because of the public street. Exterior materials that may be used are stucco, hardy-board, rock and brick. The developer has contracted with a home builder, Destination Homes, who has extensive experience and a positive reputation for building quality and well designed townhomes.

The cottage homes will be one or two-stories in height and will include a two-car garage (Exhibit G). The front façade will incorporate elements from urban craftsmen and modern farmhouse styles. These elements may include covered front porches, windows, shutters and false balconies. Exterior materials will include stucco, hardy-board, brick and rock. The rear elevation of the cottage homes along Antelope Drive will need to incorporate some design elements that are used on the front façade.

The single family homes will have a broad range of architectural elements that will be similar to the single family homes in the area (Exhibit H). The use of rock, stucco and hardy-board will be the primary materials used for these homes. The proposed height of the homes will be one or two-stories.

**Landscaping/Open Space:**

The majority of the open space is included in the dedication of the 16 acres along the south fork of Kays Creek to Layton City for a nature park (Exhibit D). This would become a public park as stated in the Development Agreement. Upon dedication of the park the City will maintain the improvements of the park into perpetuity. It is the developer's responsibility to take the lead for the improvements of the park; these initial improvements are at the expense of the developer; however, the DA allows for a payback of park impact fees to the developer through building permit fees. The 16 acre nature park improvements consist of a trail system, park benches, open grassy areas, etc. The developer has submitted a landscape plan as part of the overall development, which shows the general location of these improvements (Exhibit D).

With future development outside this proposed development, the trail system within the 16 acre park will connect to the Kays Creek trail along the north fork of Kays Creek. The City will maintain this trail once it has been constructed. A small portion of the trail will reside within the development located adjacent to the creek south of Antelope Drive. The developer will provide an access through the cottage homes and single family lots to adjoin the north fork of Kays Creek trail to the south fork of Kays Creek trail in the 16 acre nature park.

All common areas around the townhomes and cottage homes will be maintained by a management company through the master HOA. This includes two access points along the south boundary of the development that gives access for the residents of the PRUD to the 16 acre nature park.

Open space is also located as common area within the townhome and cottage home areas, with a streetscape theme along the connection of Emerald Drive and Antelope Drive and landscaping around the buildings with pockets of open space (Exhibit I).

**Utilities and Streets:**

The North Davis Sewer District trunk line runs east and west alongside the south fork of Kay's Creek. The proposed sewer lines from the development will access into the trunk line. This trunk line cannot be exposed when the mass grading occurs on the site. Storm water and land drain systems will empty into the two forks of Kay's Creek, which has been approved by Davis County Flood Control. A land drain system will mitigate the transient ground water.

The connection of Emerald Drive from its current terminus to Antelope Drive is important for looping the culinary water system in the area. This ensures that water pressure is sufficient for the proposed development. However, the first four phases of the development will have sufficient water service and fire flow without having to connect a water line through the development at the beginning of development. Phases 1, 2 and 4 will have sufficient water service from Antelope Drive. Phase 3 will have sufficient water service from the intersection of Kays Creek Drive and Emerald Drive. As future phasing occurs, the developer will be required to install the 12-inch waterline to have a looped connection and provide enough pressure to the future homes and for fire flow.

Layton City's Master Street Plan requires the connection of Emerald Drive to Antelope Drive. Emerald Drive is considered a "residential collector street", and the connection will help facilitate traffic with the development and from adjoining neighborhoods through the subdivision. A traffic study has been provided by the developer and was conducted by Hales Engineering. Traffic will increase as the property develops; however, it will disperse through existing road connections and to Antelope Drive.

An addendum to the traffic study, as requested by the Planning Commission, has been conducted by Hales Engineering to provide the most recent traffic counts for Antelope Drive and Emerald Drive. This will be presented to the City Council before or at the meeting.

**General Citizen Comments from the Planning Commission meeting:**

The following questions or comments were given to the Planning Commission during their meeting on March 10, 2015. Staff has provided a brief response to the nine questions from the citizen's group.

1. *Additional traffic in the hollow is very dangerous in the winter. When the initial traffic study was conducted, construction was underway at Church and Antelope for the round-a-bout. The connection to Highway 89 was not open when the initial study was done.*

The developer has had the traffic engineer, Hales Engineering; conduct a more recent traffic study now that construction has been completed at Church Street and Antelope

Drive and Highway 89 and Antelope Drive. Preliminary reports from the traffic engineer indicate that the traffic counts have increased from the initial traffic study; however, the level of service is still acceptable for Antelope Drive. The recent results will be presented to the City Council.

2. *Traffic flow seems to stagnate due to the many private streets terminating with no connection to other private streets.*

Traffic will flow at a reasonable pace throughout the development once the entire street system is in place through phased development. The private streets do not warrant a connection to other private streets due to the streets being a short distance and the number of cottage homes on a private street being limited to seven lots. Seven lots will create approximately 70 or less trips per day. Fire turn-a-rounds have been proposed where necessary for fire trucks to complete a full turn-a-round maneuver.

The applicant has been asked to study the possibility of connecting the private roads serving the townhomes in Phase 2 with the private road serving the cottage homes in Phase 1C. This connection would align with the eastern access to Antelope Drive.

3. *The requirement of land drains to combat the high amount of ground water in the area be planned for or the development better have a well designed sump pump.*

The City is requiring a land drain system be installed by the developer. Each home and townhome building will have foundation drains to capture any ground water or transient surface water from landscape irrigation and storm water. Ground water issues in the area are likely because surrounding single family developments were not required to have land drain systems when the subdivision was developed and homes built. Current ordinances and residential building codes require foundation drains for each residential structure.

4. *The City would not approve a mass grading permit before a preliminary plat was reviewed and approved by the City. Now with phasing the requirement disappeared. The Planning Commission is required to review and approve cuts and fills over 10 feet in height before the preliminary plat can be approved.*

As mentioned on page 5 and 6 of this staff report, the City development staff believes that mass grading in phases is a more efficient way of grading the site instead of all at once. The developer's geotechnical engineer, IGES, stated that by phasing the mass grading the slope stability reaches a stronger factor of safety than grading the entire site at once. The Planning Commission will review the cuts and fills of 10 feet or greater before the preliminary plat comes before the City Council.

5. *From the beginning the surrounding residents wanted the connection of Emerald Drive to be built from the Emerald Drive stubbed street at the south end of the property to Antelope Drive at the beginning. This is to provide a better street connection for traffic in the surrounding area.*

Eventually, Emerald Drive will make the connection from Kays Creek Drive to Antelope Drive. This will occur when future phases, outside the original four phases, come to the City to be developed and final plats reviewed and approved. The first four phases do not require a full street connection to provide appropriate access. The looped 12-inch water



line connection will be required within Emerald Drive for the next future phase of the development. The City Staff is reviewing the benefits of requiring the full street be built at this time. When the 12-inch waterline is needed for the next future phase; then Emerald Drive should be fully constructed.

By building the full length of Emerald Drive at the beginning of phases 1 through 4, the traffic will increase at a quicker rate than not having the street connect with the first four phases of the development.

6. *The Covenants, Conditions and Restrictions (CC&Rs) for the development should provide restriction of limiting rentals to a small percentage for each housing type.*

City ordinances do not restrict the number of rental versus owner occupied units for single family detached or attached structures, or who can or cannot rent their property. City ordinances does not allow for a dwelling unit in a single family zone to be compartmentalized. Up to five non-related people can rent a dwelling unit as long as the entire dwelling unit is shared by the five non-related individuals. This is referenced in the ordinance under definitions as a "family". To meet this request of the citizens group, the developer would have to limit the number of units that can be rented through covenants, conditions and restrictions. This standard is not applied to other subdivisions or developments in adjacent neighborhoods.

7. *Why can't the Kays Creek Trail connect to the 16 acre nature park that is being dedicated to the City? The trail will not be used if it dead ends past Antelope Drive.*

The developer is not responsible to develop the trail outside his property (along the sewer easement). The Kays Creek trail will be built from Antelope Drive to the south and end at the development boundary adjacent to Kays Creek. The developer has studied a plan to extend the trail from this point back through the common area of the cottage homes. The trail will then connect to the sidewalk system of the subdivision, which will eventually connect with the common area into the 16 acre park from the single family lot portion of the subdivision (Exhibit J).

8. *Parking is not being accommodated throughout the development. Should be designated parking for those using the 16 acre park.*

There are small pockets within the townhome and cottage home sections where visitor parking is planned. Each townhome and cottage home will have a one or two car garage in addition to deep enough driveways to accommodate off street parking.

The Parks Department does not have a designated car parking area for people to use the 16 acre nature park. The nature park is considered a local park and not a destination park; this means that the majority of people that will use the park are from Eastridge Park PRUD and the immediate surrounding neighborhoods that are within walking distance.

The Parks Department is planning for a trailhead with parking on Antelope Drive adjacent to Kays Creek and on the JR Nalder property. This will facilitate parking for the Kays Creek trail and could be used for the 16 acre nature park in the future.

9. *With the movement of homes in the area recently, there is a concern that the homeowner will not be protected should a home move after approximately 20 years in this development. Require an escrow bond to protect those individuals should their home move in the future.*

Current City ordinances do not require developers to provide financial security to a prospective homeowner should their home move. The City has been working with the developer to mitigate the land stability issues through best practices of engineering standards. Surrounding subdivision developments unfortunately did not go through the same process and the same sensitive lands ordinance requirements when they were developed. City ordinances and geotechnical requirements are followed before new homes are constructed on hillsides to ensure that all geological dangers have been professionally explored and mitigated.

The extensive geotechnical engineering and peer reviews by trained professionally licensed engineers have determined the best mitigation for potential slope instability.

**Staff Recommendation:**

Staff recommends preliminary plat approval be granted subject to meeting all geotechnical requirements from IGES, DRC recommendations and Staff requirements.

Engineering



Planning

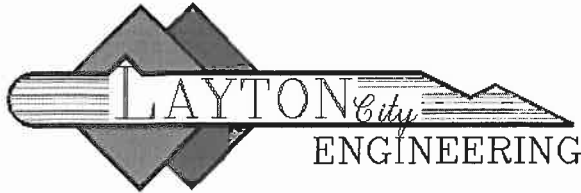


Fire



**Planning Commission Action:** On March 10, 2015, the Planning Commission voted unanimously to recommend the Council grant preliminary plat approval subject to meeting all Staff requirements.

The Commission asked for public comment. Public comments were given and are generally outlined in this report under "Citizen Comments from the Planning Commission Meeting". Other comments were made that are similar to the nine comments outlined in this report. The digital recording of the March 10, 2015 Planning Commission review of this item was placed in the Drop Box for the Council to access back on March 30, 2015 and is still available.



***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: Mike Flood – [mflood@hawkinshomes.net](mailto:mflood@hawkinshomes.net)  
Eric Winters – [eric.winters@stantec.com](mailto:eric.winters@stantec.com)

From: Stephen Jackson, Engineering Department

CC: Building/Community Development/Fire Department

Date: February 19, 2015

RE: **Eastridge Park PRUD – Preliminary Review Phases 1, 2, 3, & 4  
(3<sup>rd</sup> submittal)**

I have reviewed the preliminary plan, off-site easement letter, and geotechnical addendum received in Engineering on February 9, 2015 for the proposed Eastridge Park PRUD subdivision located at approximately 1450 Antelope Drive. The plans have been stamped “Approved as Corrected.” The developer must address the following comment with the final plans submittal.

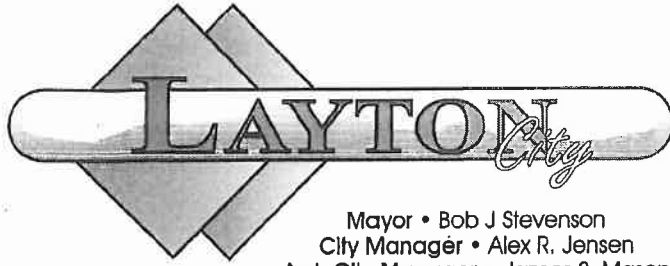
**Utilities (Sewer, Water, Land Drain, Irrigation, Pressurized Secondary Water, Street Lighting)**

1. A land drain system must be installed in Road B to service the lots in Phase 4. This has been redlined on the plans and must be included in the final plans submittal.

**The following items are for information only. No action is required in the items listed below for preliminary approval however; the items will be required for final plan review.**

2. The IGES response to Golder Comment No. 2 recommends that that temporary cut slopes be periodically observed for instability and addressed as needed. The Layton City engineer anticipates that discussions at the final review stage will include modifications to the cut slopes to bring the temporary slopes as close to 14% as reasonably possible.
3. The IGES response to Layton City Comment No. 17 regarding suitable soils recommends that any material, import or native that will be used in the reinforced backfill of the MSE wall be approved by IGES prior to use. The criteria for suitable soil properties must be submitted to the Layton City Engineer for review.
4. Due to the plan changes submitted, a conditional letter of map revision (CLOMR) will not be required until improvements in the flood plain are proposed. Due to the timing required for CLOMR approval, Layton City recommends that a CLOMR be submitted to FEMA for review and approval for the proposed detention ponds and structures located within the 100-year flood plain on both forks of Kays Creek. Once approved and constructed, the developer will be required to file a letter of map revision (LOMR) for the improvements.

5. Final plans must be submitted to North Davis Sewer District for review and approval. A final approval letter from the North Davis Sewer District must be submitted. A note addressing the raising of the existing manholes must be added to the final plans.
6. Final plans must be submitted to Weber Basin for review and approval. A final approval letter indicating that water is available to subdivision and can be serviced by Weber Basin is required.
7. The developer will be required to purchase street lights for the public streets in the subdivision. The street lighting layout will be determined at final review and a cost estimate will be provided for each phase.
8. A separate easement for the storm drain on lot 406 of phase 4 must be shown on the plat. A minimum 20 foot wide easement is required. The storm drain and sewer can be placed in an easement that is 30 feet wide if desired.
9. Calculations for the rip-rap outfall protection will be required at final approval. The calculations must show the apron sizing and stone diameter calculations.
10. Layton City recommends that the pipes between the detention pond inlet/outlet structures and the creek be a fused HDPE pipe for the area 1 and area 2 detention ponds due to the slope and accessibility of the pipes.
11. A hauling plan must be submitted for review and approval prior to the issuance of a grading permit. If material is planned to be stockpiled on-site a plan showing the stockpile locations must be submitted.
12. Written approval from the State Engineer for the proposed stream alterations will be required at final submittal.
13. Water exactions for the subdivision will be required. The final water exaction requirement for the subdivision will be calculated at final approval for each phase and will be determined by the developed acreage and if secondary water is used for outdoor watering.
14. Pavement markings will need to be modified at the intersection of Antelope Drive and Emerald Drive with the construction of Emerald Drive.



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: Eastridge Park PRUD @ 1450 East Antelope Drive

CC: 1) Engineering  
2) Mike Flood, [mflood@hawkinshomes.net](mailto:mflood@hawkinshomes.net)  
3) Eric Winters, [eric.winters@stantec.com](mailto:eric.winters@stantec.com)

DATE: November 4, 2014

I have reviewed the site plan submitted on October 22, 2014 for the above referenced project. The Fire Prevention Division of this department has the following comments/concerns.

1. The minimum fire flow requirement is 1,500 gallons per minute for 60 consecutive minutes for residential one and two family dwellings. Fire flow requirements may be increased for residential one and two family dwellings with a building footprint equal to or greater than 3,600 square feet or for buildings other than one and two family dwellings.
2. Additional fire hydrants will be required to be installed in these phases. In the townhome area, the additional hydrant will be required at the intersection of Emerald Drive and the Private Drive #1 on the west side of that intersection. Another hydrant is required at Private Drive #1 at the intersection of Private Drive #1A. This can be installed either west or east of Private Drive #1A. Also a hydrant will be required at the intersection of Emerald Drive and Private Drive #1B on the west side of that intersection and an additional



hydrant located on Private Drive #1B between Lots 116 and 115. Where this is a long dead-end road, an additional fire hydrant will be required in that area. On 1250 East, another additional hydrant will be required at the northeast corner of Lot 401 on 1250 East. Fire hydrants and access roads shall be installed prior to construction of any buildings. All hydrants shall be placed with the 4 ½" connection facing the point of access for Fire Department Apparatus. Provide written assurance that this will be met.

3. Prior to beginning construction of any buildings, a fire flow test of the new hydrants shall be conducted to verify the actual fire flow for this project. The Fire Prevention Division of this department shall witness this test and shall be notified a minimum of 48 hours prior to the test.
4. All fire apparatus access roads shall be a minimum all-weather, driveable and maintainable surface. There shall be a minimum clear and unobstructed width of not less than 26 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches. Dead-end roads created in excess of 150 feet in length shall be provided with an approved turn-around. The hammerheads indicated on the private drives, as indicated on this drawing, meet the requirements of alternative turn-arounds allowed in the sensitive land areas and are acceptable to the fire department.
5. If grades exceed 10%, approval from the City Engineer and the Fire Department is required.

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\Eastridge Park PRUD:kn  
Plan #S14-102, District #22  
Project Tracker #LAY1406241450





# Memorandum

**To:** Planning Commission  
**From:** Scott Carter, Parks Planner  
**Date:** November 26, 2014  
**Re:** Eastridge Park (Adams Property), Preliminary II – 1450 East Antelope Drive

---

Parks and Recreation's primary interest remains with the 16 acre open space on the south side of the project. It appears that this iteration of plans addresses our previous concerns and comments. We will continue to monitor those concerns as the property develops. (See the Parks and Recreation memo of 7-25-14.

Just a reminder that all precautions are to be taken as outlined in the SWPPP to make sure the silt fences are kept in proper repair during construction to limit the migration of any soil materials into the open space areas. The 16 acres set aside for open space are to be left in a natural state until a final design plan for the site is accepted by the City. None of the excess excavation materials are to be deposited within the open space site.

Final plats for any phase with frontage on Antelope Drive shall include a statement that indicates the arterial landscape buffer will be maintained by the development HOA. This requirement should be reiterated in the development CC&R's.

## Recommendation

Parks & Recreation recommends granting preliminary approval to the Eastridge Park (Adams Property) Subdivision subject to the above noted input.

***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:** Planning Commission  
**From:** Scott Carter, Parks Planner  
**Date:** July 25, 2014  
**Re:** Eastridge Park (Adams Property), Preliminary Plan – 1450 East Antelope Drive

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Parks and Recreation is mostly interested in preserving the 16 acre open space that will be dedicated to the City on the south side of the project; making sure it will ultimately have proper access for the public and maintenance purposes. The park area has been provided with two usable points of access from a public street ("Road E"). Both access ways may be used by pedestrians and the westerly access also accommodates vehicular access for maintenance.

The Parks & Recreation Department master plan indicates that trails are to be constructed over the top of, or near, the existing sanitary sewer lines that follow both the North and Middle Forks of Kays Creek. This would further enhance the open space and make the sewer and storm drainage maintenance much easier. The trails are an integral part of the Citywide trail system and are shown on the preliminary plans for this development.

All precautions are to be taken as outlined in the SWPPP to make sure the silt fences are kept in proper repair during construction to limit the migration of any soil materials into the open space areas. The 16 acres set aside for open space are to be left in a natural state until a final design plan for the site is accepted by the City. None of the excess excavation materials are to be deposited within the open space site.

There is an arterial street buffer shown across the Antelope Drive frontage of the development. That buffer is to be maintained by the development HOA and should be so noted on the plats for any phase with frontage on Antelope Drive. This requirement should be reiterated in the development CC&R's.

## Recommendation

Parks & Recreation recommends granting preliminary approval to the Eastridge Park (Adams Property) Subdivision subject to the above noted input.

***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:** Planning Commission  
**From:** JoEllen Grandy, Parks Planner Intern  
**Date:** February 10, 2015  
**Re:** Eastridge Park (Adams Property) PRUD, Preliminary, III – 1450 Antelope Drive

---

There haven't been any changes to the preliminary plat that would negatively affect the Parks & Recreation Department. Our primary interest remains with the 16 acre open space on the south side of the project. We will continue to monitor our interest as the property develops. (See the Parks and Recreation memos of 7-25-14 and 11-26-14 for reference.)

As a reminder, note that final plats for any phase with frontage on Antelope Drive shall include a statement that indicates the arterial landscape buffer will be maintained by the development HOA . This requirement should be reiterated in the development CC&R's.

As plans continue to progress we will monitor our interest in the construction of the trails by the developer.

## Recommendation

Parks & Recreation supports granting preliminary approval to Eastridge Park (Adams Property) PRUD subject to the above and previous two memos noted input.


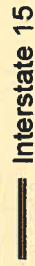
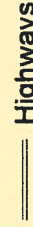


***Attention Engineers & Developers: Please do not resubmit plans until you have received comments from Layton City Fire Department, Parks Department, Engineering Division***


# CITY COUNCIL

May 7, 2015

## Eastridge Park PRUD Preliminary Plat

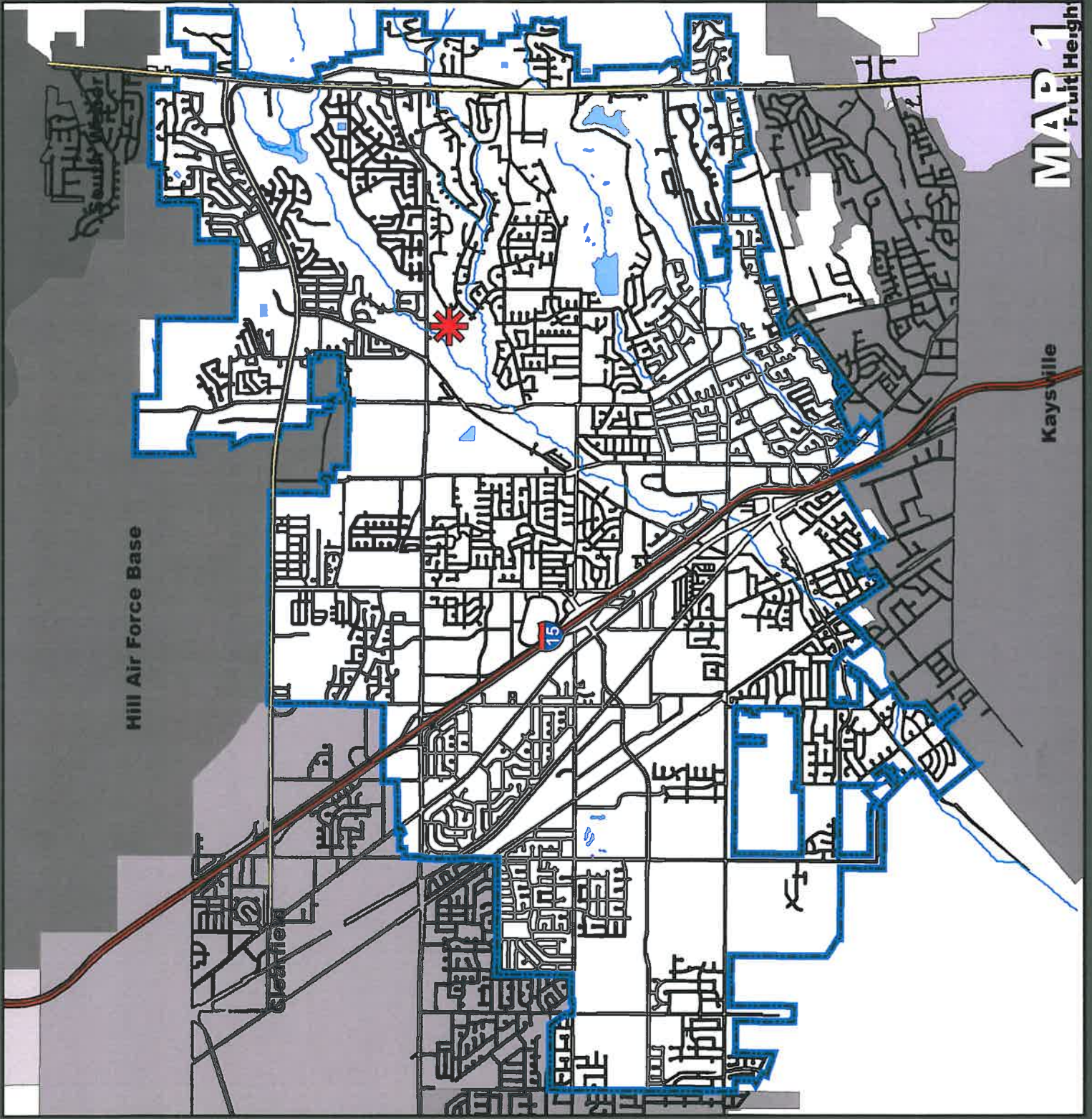
### Legend

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

 - Project Site



1 inch = 4,605 feet



MAP 1  
Fruit Heights

Kaysville

Hill Air Force Base

Clearfield













# EASTRIDGE PARK

## Overall Site Plan

### 2015

This plan depicts the overall site layout and general improvement plan of the developer. This is an artist's rendition and are for illustrative purposes only. They may not reflect the actual final building plans, products, improvements, and/or specifications.

The locations of the Townhome and Cottage Home units are accurate. Custom Home lots are depicted without structures on them as the custom structure is not yet determined. Lot lines between Custom Home lots may change as phasing is presented to the City for preliminary/final Plat approval.

Cottage and Townhome phases will be identified as "Phase 1" and "Phase 2" respectively, with individual sub-phases within each being identified with a letter (i.e. Phase 1A, 1B, 1C, etc.). All traditional Single Family lot phases will be numbered consecutively starting with Phase 3.

**OWNER / DEVELOPER:**

Adams Property LLC  
 C/O Hawkins Homes & Communities LLC  
 Mike Flood - Development Manager  
 1371 North 1075 West, Suite 1  
 Farmington, UT 84025  
 mflood@hawkinshomes.net  
 (801) 712-8544



**ENGINEER:**

Stantec Consulting Services, Inc.  
 Jacob Jensen - P.E.  
 3995 South 700 East, Suite 300  
 Salt Lake City, UT 84107

**GEOTECHNICAL & GEOLOGIC ENGINEER:**

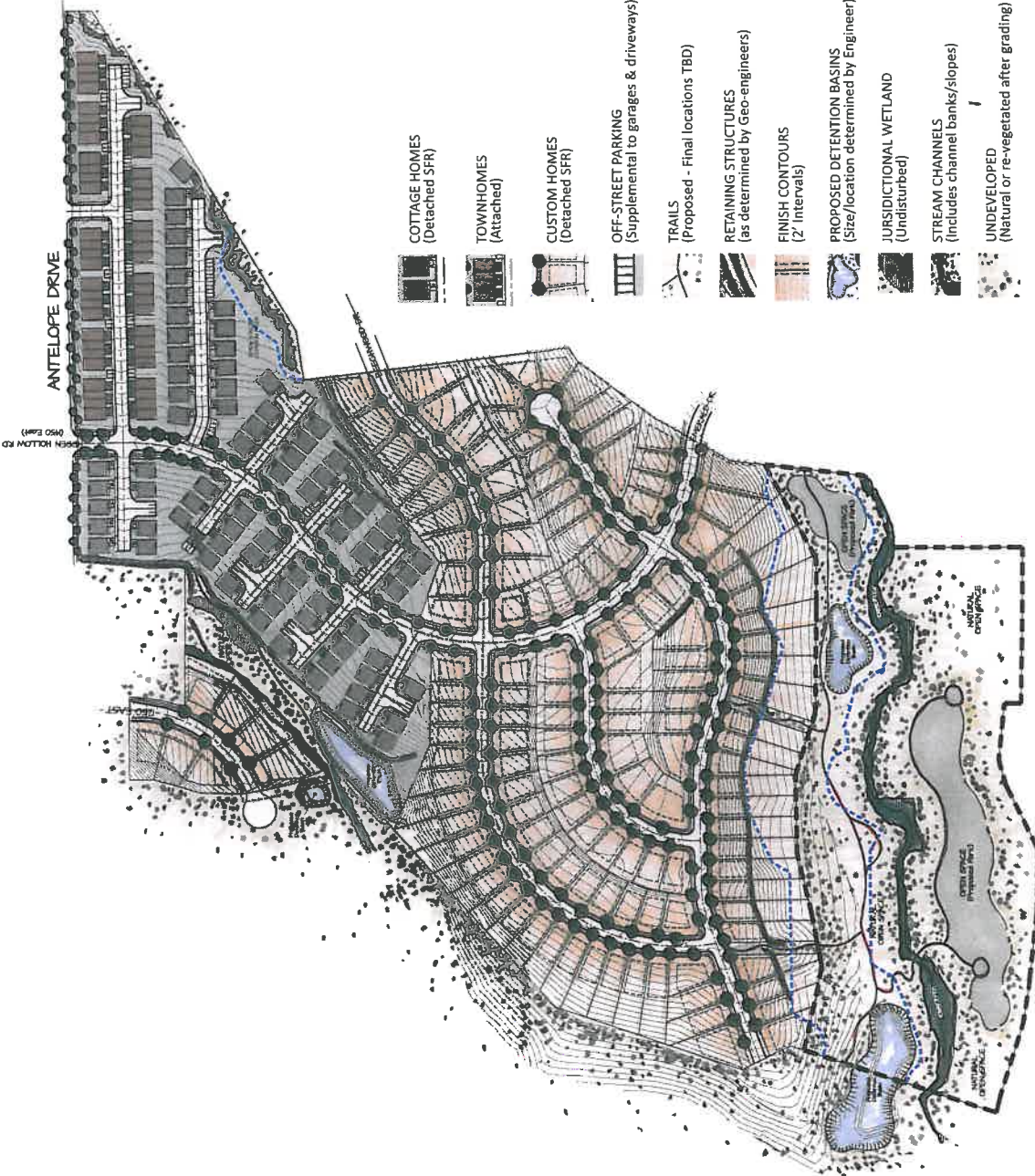
IGES - Intermountain Geo-Environmental Services Inc.  
 Kent Hartley - P.E.  
 12425 South 300 East  
 Draper, UT 84020

**LANDSCAPE ARCHITECT:**

Envision Land Design  
 Darren Burnett - B.L.A.  
 1742 West 1275 North  
 Farr West, UT 84404



**Page 1 of 5**  
 36" x 24" Scale: 1" = 120'  
 11 X 17" No Scale



COTTAGE HOMES  
 (Detached SFR)

TOWNHOMES  
 (Attached)

CUSTOM HOMES  
 (Detached SFR)

OFF-STREET PARKING  
 (Supplemental to garages & driveways)

TRAILS  
 (Proposed - Final locations TBD)

RETAINING STRUCTURES  
 (as determined by Geo-engineers)

FINISH CONTOURS  
 (2' Intervals)

PROPOSED DETENTION BASINS  
 (Size/location determined by Engineer)

JURISDICTIONAL WETLAND  
 (Undisturbed)

STREAM CHANNELS  
 (Includes channel banks/slopes)

UNDEVELOPED  
 (Natural or re-vegetated after grading)

GEOTECHNICAL SETBACK LINE  
 (Approximate location)

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**EXHIBIT B**









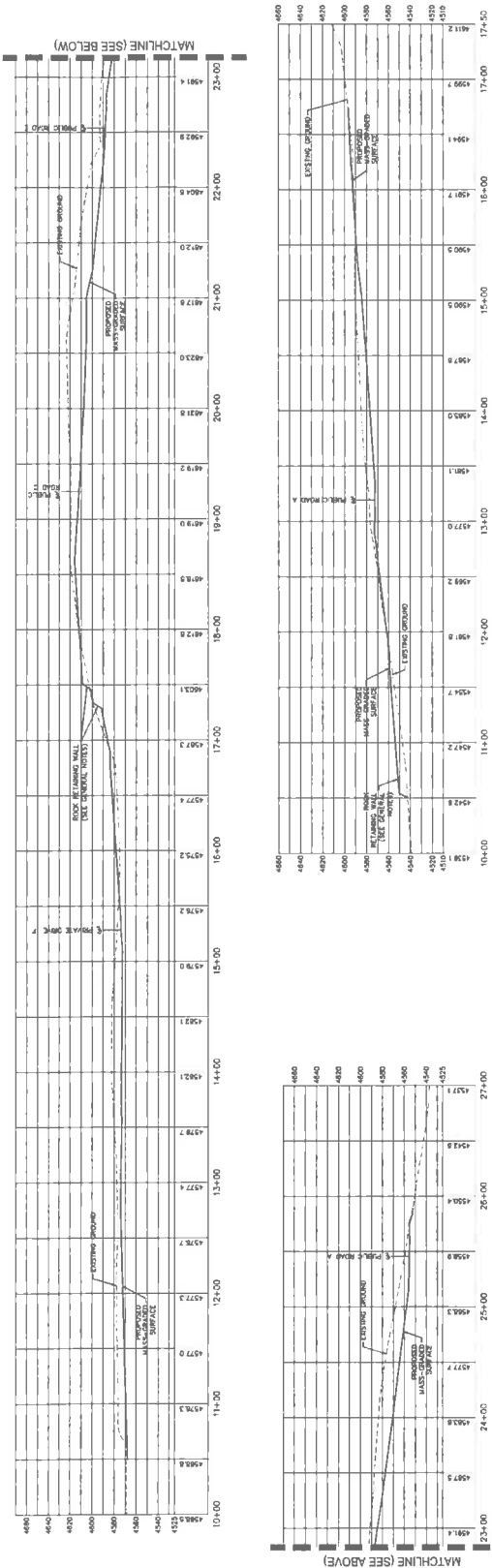




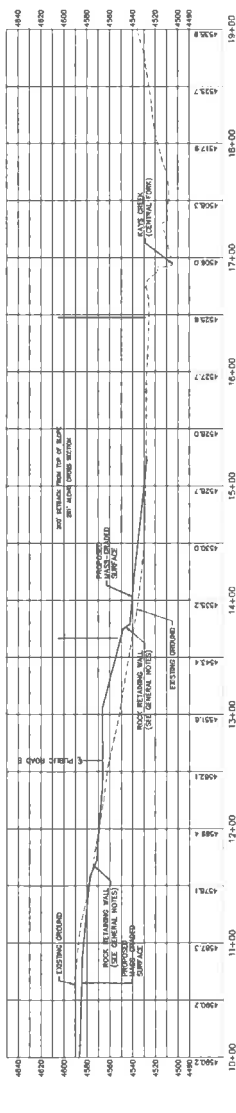
Stanley Consulting Services Inc.  
 505 West 10th Street, Suite 200  
 Salt Lake City, UT 84111  
 Tel: (801) 261-9100  
 Fax: (801) 261-9111  
 www.stantec.com

City of Layton  
 The City of Layton, Utah, is a public body corporate, and the City Engineer is authorized to accept and execute on behalf of the City of Layton, Utah, any and all contracts, agreements, and other instruments that may be required to carry out the City's business, provided that such contracts, agreements, and other instruments are in compliance with the City Charter and the Utah Constitution.

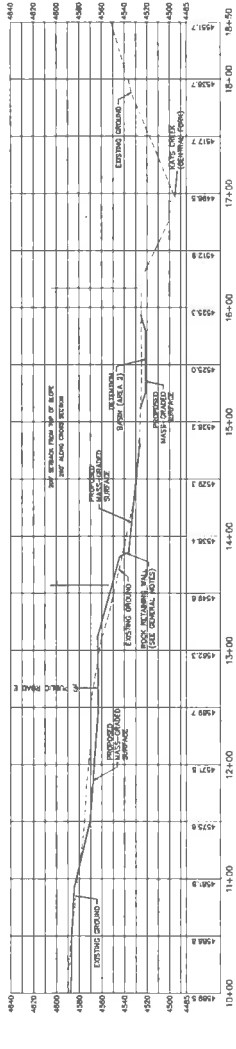
**GENERAL NOTES:**  
 PROPOSED MASS GRADING DOES NOT EXCEED 14%  
 REQUIREMENTS FROM  
 GEOTECHNICAL ENGINEER.  
 REFER TO THE ISSUED REVIEW RESPONSE TO LAYTON  
 CITY DATED OCTOBER 6, 2021, AND THE  
 ANALYSIS AND DESIGN REPORT DATED OCTOBER  
 5, 2021 FOR RETAINING WALL INFORMATION.  
 DETAILS OF RETAINING WALL INFORMATION,  
 THE USE OF RETAINING WALLS SHALL BE  
 AS PART OF THE MASS GRADING EXERCISES ARE  
 REVISIONS/LETTERS.  
 ALL OF THE ROOF RETAINING WALLS SHALL BE  
 DOCUMENTED AT SUCH THAT EACH RETAINING  
 WITH INDIVIDUAL RESIDENTIAL SITE PLANS.  
 ALL OF THE RETAINING WALL DRAINAGE LINES SHALL  
 BE CONNECTED TO EITHER THE STORM DRAIN OR  
 CONSTRUCTION DOCUMENTS FOR EACH PHASE OF  
 THE PROJECT.  
 THE 100-YEAR FLOOD PLAN MUST BE CLEARLY  
 DRAWING WORK TO ENSURE THERE IS NO  
 ENROUCHMENT IN THE 100-YEAR FLOOD ZONE  
 HEIGHT OF RETAINING WALLS IS INDICATED BY  
 AND ELEVATION, AT THE BOTTOM FACE OF THE  
 WALL (F285890).



**G**  
 CROSS SECTION G  
 HORIZ. 1"=50' - VERT. 1"=50'



**H**  
 CROSS SECTION H  
 HORIZ. 1"=50' - VERT. 1"=50'



**J**  
 CROSS SECTION J  
 HORIZ. 1"=50' - VERT. 1"=50'



**K**  
 CROSS SECTION K  
 HORIZ. 1"=50' - VERT. 1"=50'



**L**  
 CROSS SECTION L  
 HORIZ. 1"=50' - VERT. 1"=50'



Client/Project  
 ADAMS PROPERTY LLC  
 1371 NORTH 1075 WEST, SUITE 1  
 FARMINGTON UT 84025  
 EASTRIDGE PARK PRUD  
 LAYTON CITY, UT 84040

Overall Project Cross Sections  
 Project No.: 18831883  
 Drawing No.: C-502  
 Revision: 0



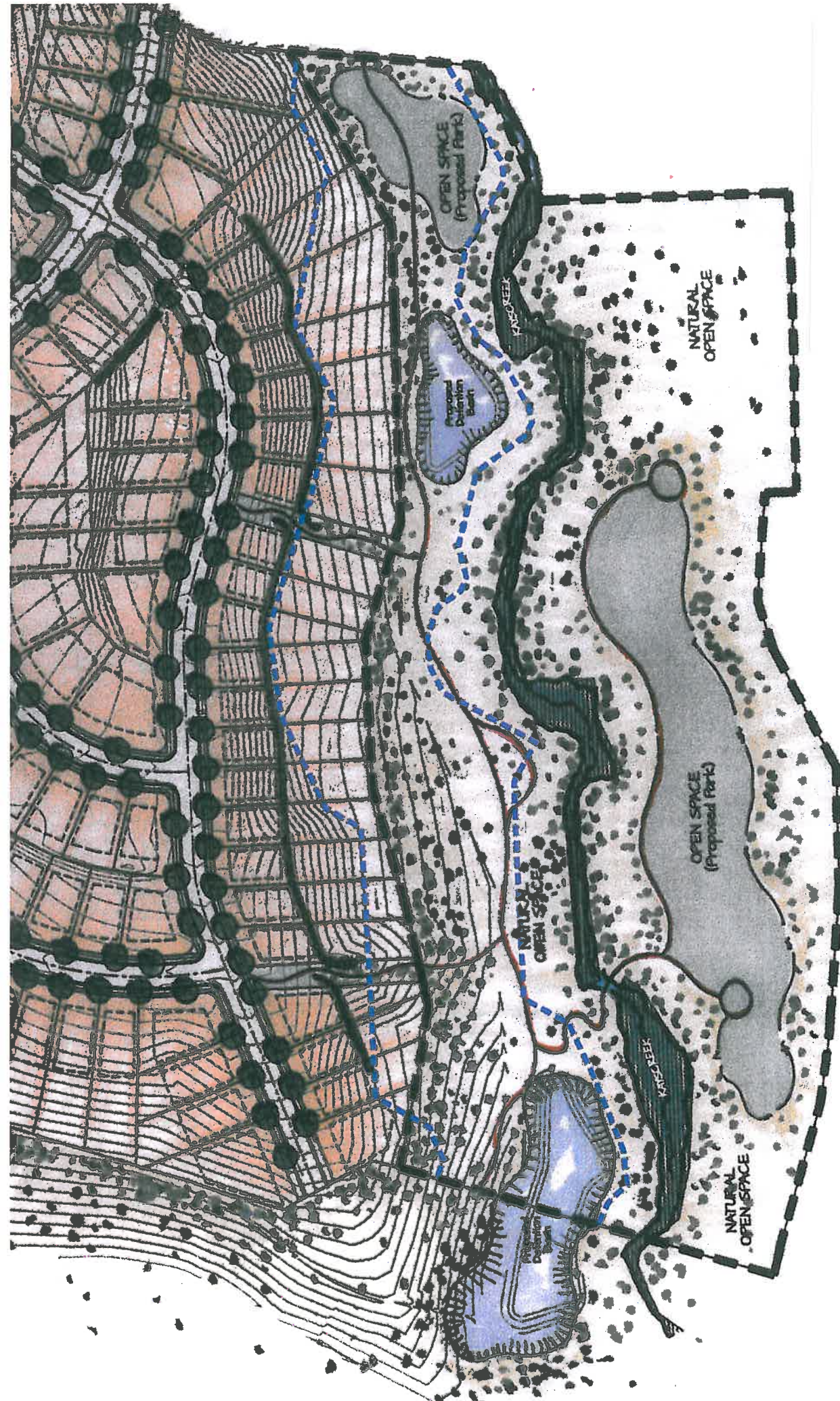


EXHIBIT D

# 16 Acre Nature Park



# EXHIBIT E

Site Volume Table: Adams Property Overall			
Cut yards	Fill yards	Net yards	Method
381,902	197,924	183,979 (Cut)	Grid

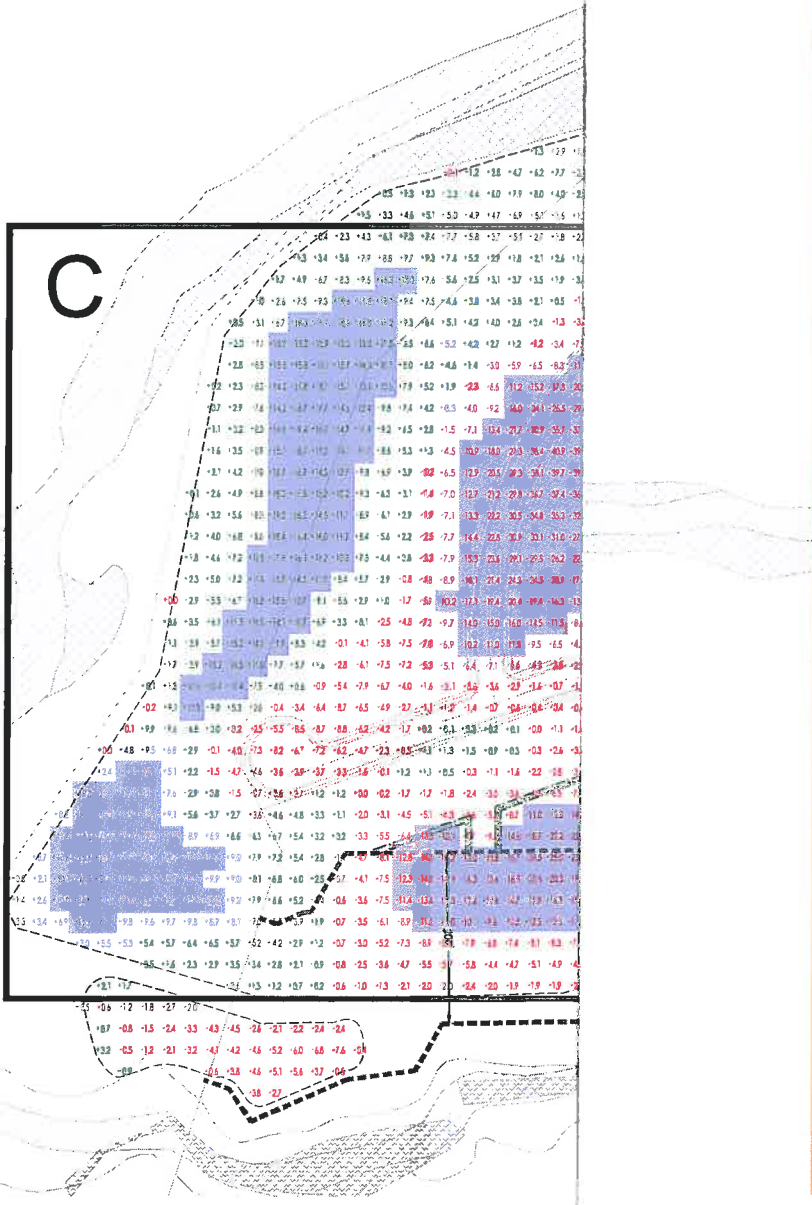
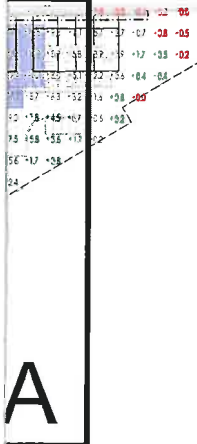
  

Site Volume Table: Adams Property For Phases 1, 2, 3 and 4			
Cut Yards	Fill Yards	Net Yards	Method
85,688	54,631	31,055 (Cut)	Grid

Site Volume Table: Adams Property Remaining Areas			
Cut Yards	Fill Yards	Net Yards	Method
296,216	143,293	152,923 (Cut)	Grid

THIS INFORMATION IS BASED ON THE RAW EARTHWORK DATA GENERATED FROM THE SURFACE CREATION, AND DOES NOT TAKE INTO CONSIDERATION ANY STRUCTURAL MATERIAL REQUIRED FOR ROADWAY IMPROVEMENTS, UTILITY TRENCH SPOILS OR FINISH LANDSCAPE BERMING.



Stantec Consulting Services, Inc.  
 Suite 300, 3995 South 700 East  
 Salt Lake City UT U.S.A.  
 84107  
 Tel. 801.261.0090  
 Fax. 801.266.1671  
 www.stantec.com

**Stantec**

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Revision	By	Appd.	YY.MM.DD	
3	PRELIMINARY PLAT SUBMITTAL #3	EKW/SDU	JRU	15.02.05
2	PRELIMINARY PLAT SUBMITTAL #2	EKW/SDU	JRU	14.10.20
1	PRELIMINARY PLAT SUBMITTAL	SDU	JRU	14.06.11

File Name: 01883-108CF  
 Den. Chkd. Dsgn. YY.MM.DD

Permit-Seal



Client/Project  
**ADAMS PROPERTY LLC**  
 1371 NORTH 1075 WEST, SUITE 1  
 FARMINGTON UT 84025  
**EASTRIDGE PARK PRUD**  
 LAYTON CITY, UTAH

Title  
**PRELIMINARY PLAT (PH 1, 2, 3 AND 4)**

**OVERALL CUT/FILL MAP**

Project No. 186301883	Scale 1"=100'	0 100' 150' 200'
Drawing No. C-108	Sheet	Revision 0

c:\25983\active\186301883\drawing\sheet\01883-108cf.dwg  
 DATE: 2014-08-19 BY: Winlers, Eric

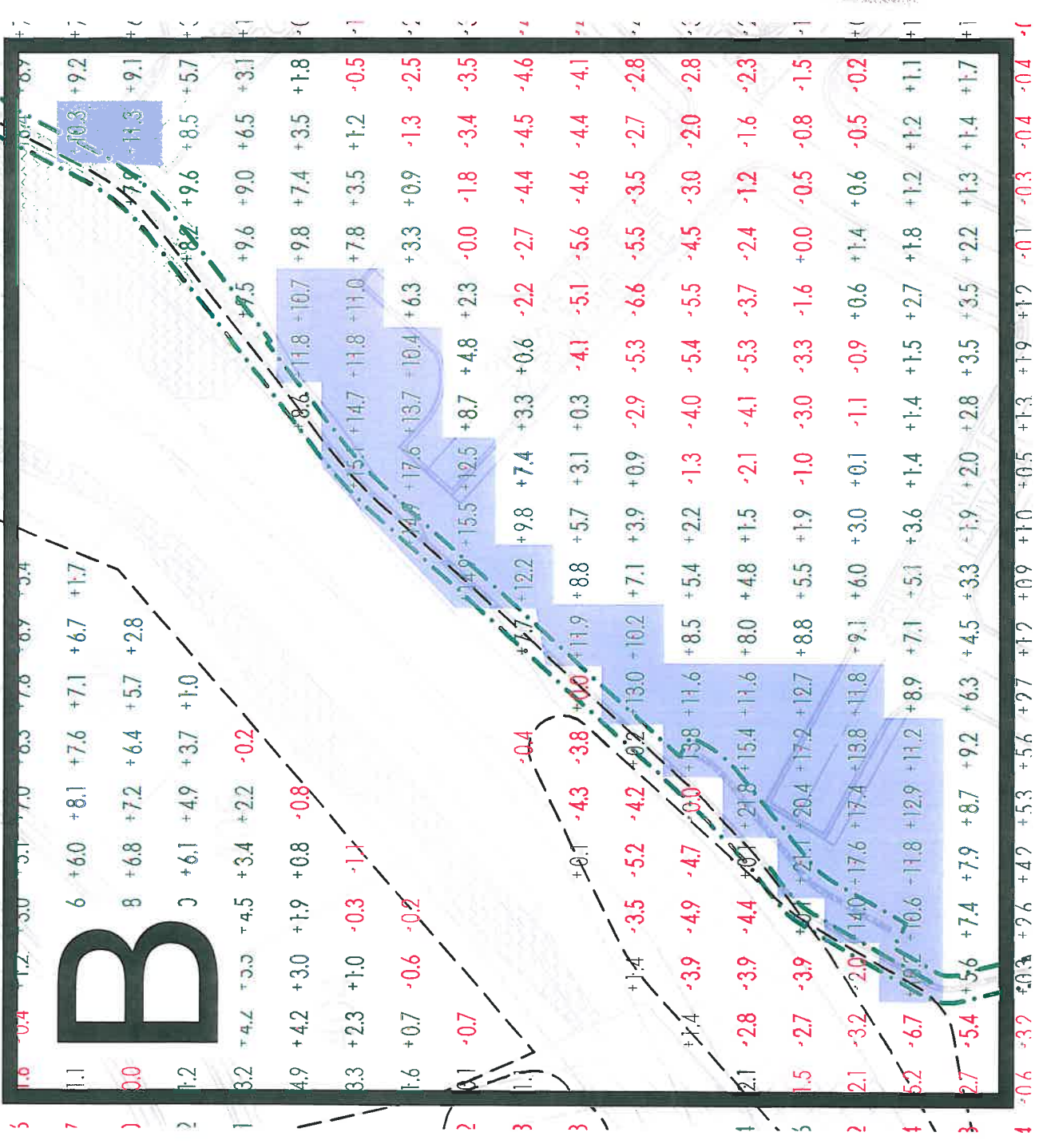
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-0.0 -0.1 -0.0

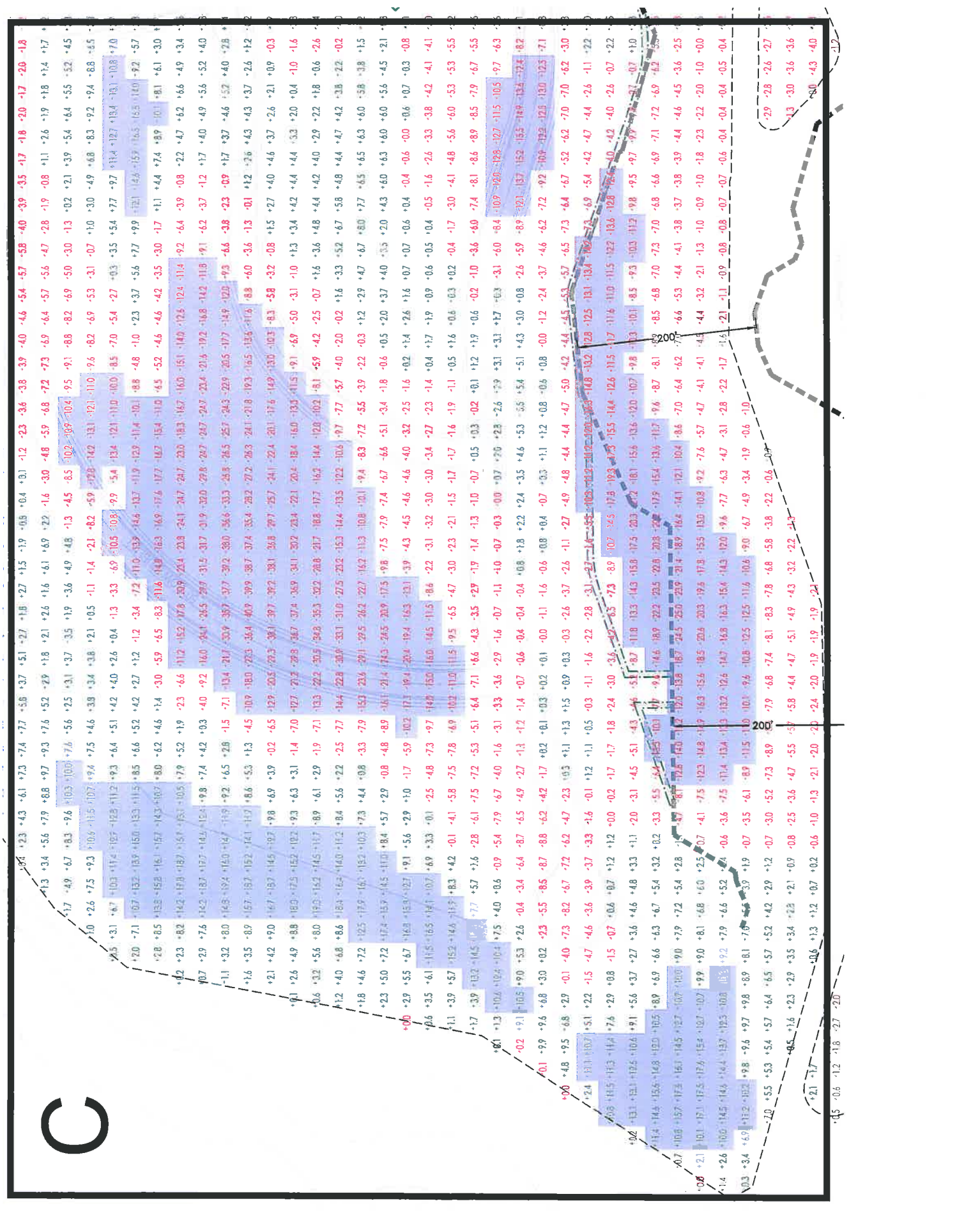
-0.5



A







200

200

200

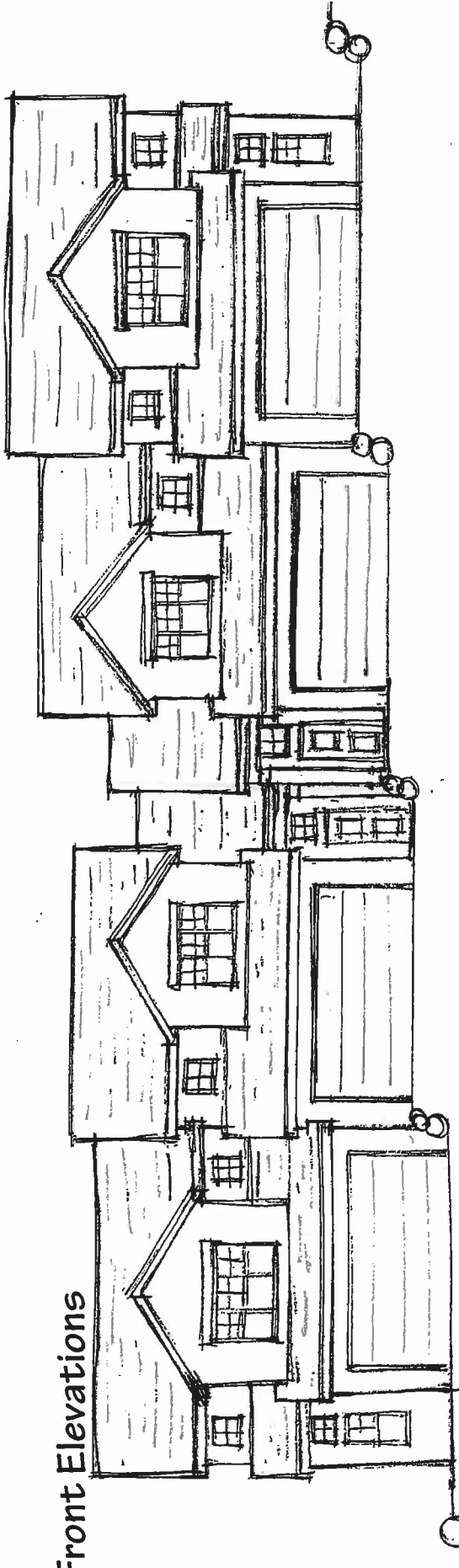
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0.8	-1.6	-1.2	-0.9	-1.2	-2.1	-2.6	-6.0	-10.0	-10.9	-13.7	-12.9	-10.2	-7.4	-5.2	-4.7	-3.4	-4.0	-6.1	-7.5	-8.4	-7.4	-6.2	-3.3	-0.7
0.9	-0.3	-0.3	-0.5	-0.3	-1.3	-2.9	-7.5	-12.1	-14.6	-16.0	-13.6	-11.4	-9.0	-6.3	-4.3	-4.8	-6.5	-7.8	-8.0	-7.7	-6.2	-4.2	-2.4	+0.0
1.0	+0.7	+1.8	+1.3	+0.2	-1.6	-3.8	-7.4	-11.8	-14.1	-14.5	-11.8	-9.3	-7.6	-5.8	-6.4	-7.7	-8.4	-8.4	-8.6	-7.3	-4.3	-1.7	-0.2	+1.7
1.1	+1.8	+0.9	-0.1	-1.4	-2.9	-5.5	-8.0	-11.3	-12.8	-11.5	-9.5	-7.6	-8.2	-8.9	-9.9	-10.6	-11.1	-11.6	-10.0	-6.1	-2.7	-0.1	+2.3	+3.5
1.2	+0.2	-0.9	-1.9	-2.8	-4.1	-6.5	-8.8	-9.4	-9.4	-9.0	-8.3	-8.6	-10.3	-11.5	-12.9	-13.2	-14.0	-13.4	-10.4	-5.1	-1.0	+1.5	-3.1	+3.9
1.3	-2.1	-3.4	-4.7	-6.0	-7.1	-9.6	-9.7	-9.8	-9.8	-9.5	-9.4	-11.2	-13.0	-14.3	-14.8	-16.2	-16.1	-15.3	-11.0	-4.6	+0.8	+3.1	+4.2	+3.2
1.4	-2.6	-4.5	-6.5	-8.3	-9.4	-10.4	-9.9	-9.8	-9.5	-10.3	-11.6	-13.8	-15.7	-16.7	-17.6	-18.2	-17.7	-16.9	-11.2	-5.0	-0.8	+2.9	+3.5	+3.5
1.5	-1.7	-3.6	-5.4	-7.5	-8.9	-8.2	-7.9	-8.2	-8.7	-11.4	-13.0	-15.6	-18.6	-18.2	-17.3	-17.2	-16.9	-15.4	-10.4	-9.2	-6.7	+0.9	+2.2	+1.7
1.6	-0.8	-2.3	-4.0	-4.7	-5.5	-5.5	-6.8	-8.1	-11.2	-13.7	-15.6	-17.5	-16.8	-15.7	-14.4	-13.8	-12.2	-12.9	-10.4	-7.1	-0.9	+0.8	+0.5	
1.7	-0.1	-1.2	-1.1	-1.1	-1.7	-2.0	-3.6	-5.8	-7.7	-10.6	-13.0	-13.1	-13.0	-14.3	-12.3	-9.9	-6.6	-2.3	-2.4	-0.9				
1.8	-0.3	-0.1	+1.0	+1.9	+2.1	-0.5	-2.0	-4.4	-6.9	-9.6	-11.5	-11.3	-10.7	-11.1	-17.8	-16.2	-14.2	-11.5	-9.1	-6.1	-5.2	-4.6	-2.4	
1.9	+0.6	+1.5	-2.5	+3.7	+4.1	-2.1	-0.4	-3.1	-6.0	-8.2	-10.2	-13.3	-16.1	-19.5	-17.7	-16.2	-15.7	-13.1	-10.2	-7.7	-5.5	-5.9	-5.5	-1.9
2.0	+1.6	-3.0	-3.8	+3.6	+3.9	+3.7	+1.3	-3.1	-8.9	-12.4	-15.9	-19.2	-19.9	-19.2	-18.6	-16.4	-14.2	-11.1	-8.9	-4.9	-4.6	-5.1	-4.7	-1.4
2.1	+1.5	+1.5	+1.7	+2.3	+3.0	+1.9	-1.7	-8.9	-13.7	-17.8	-21.3	-22.1	-21.7	-18.5	-15.5	-13.0	-10.8	-8.7	-6.1	-4.1	-4.2	-4.1	-0.8	-0.8
2.2	-0.1	-2.1	-1.7	-1.4	-1.3	-3.0	-5.9	-12.2	-18.0	-20.9	-21.2	-22.0	-20.2	-17.5	-9.7	-3.9	-4.6	-4.7	-3.8	-2.5	-3.9	-3.1	-2.0	-0.8
2.3	-3.0	-5.7	-6.2	-5.5	-5.0	-6.6	-8.5	-16.1	-19.1	-20.7	-20.8	-20.4	-18.6	-15.7	-13.5	-7.1	-6.3	-4.6	-3.1	-3.0	-4.8	-4.7	-3.4	-1.6
2.4	-5.5	-7.7	-9.3	-9.2	-9.2	-9.7	-11.2	-12.9	-19.3	-19.3	-19.5	-18.3	-16.0	-13.8	-11.1	-8.3	-6.8	-6.2	-4.5	-3.1	-4.6	-5.0	-4.0	-2.3
2.5	-6.4	-9.0	-11.1	-12.3	-12.4	-12.0	-12.2	-13.9	-15.6	-18.0	-17.1	-15.8	-12.7	-10.6	-7.9	-8.2	-8.8	-7.7	-5.3	-4.1	-4.4	-3.8	-3.2	-1.8
2.6	-7.8	-10.0	-12.2	-14.8	-15.2	-14.4	-13.7	-14.6	-15.4	-15.5	-14.5	-12.0	-9.1	-8.4	-8.7	-9.4	-10.3	-9.6	-6.6	-4.6	-4.2	-1.6	-1.0	
2.7	-10.6	-13.1	-15.6	-16.5	-17.1	-16.7	-16.6	-16.3	-14.2	-12.5	-10.7	-8.3	-8.6	-9.3	-10.1	-10.9	-11.6	-11.4	-8.0	-5.0	-3.1	-0.0		
2.8	-11.5	-15.4	-17.6	-19.2	-19.3	-19.6	-19.3	-16.2	-12.6	-9.8	-7.7	-7.8	-8.7	-9.8	-11.2	-12.8	-12.9	-12.9	-9.3	-5.8	-2.1	-1.5		
2.9	-8.6	-12.9	-15.8	-18.1	-19.1	-17.6	-16.2	-14.0	-11.1	-7.1	-6.0	-7.3	-8.5	-10.4	-12.6	-14.3	-13.0	-10.6	-6.8	-2.9				
3.0	-6.2	-8.5	-11.5	-14.3	-14.3	-12.4	-10.9	-9.8	-7.6	-5.0	-5.6	-6.9	-8.1	-10.5	-12.8	-13.8	-12.5	-11.0	-9.2					
3.1	-1.9	-3.9	-6.5	-9.4	-10.4	-8.2	-6.7	-4.7	-3.4	-3.9	-5.3	-6.7	-7.9	-9.8	-11.2	-11.7	-11.8	-11.7	-11.3	-9.7				
3.2	-3.8	-0.1	-2.0	-4.8	-5.2	-4.7	-2.3	-0.2	-0.6	-2.4	-4.1	-4.9	-4.8	-6.4	-8.4	-9.4	-10.0	-10.6	-11.0					
3.3	-2.5	-0.9	+1.8	-0.1	-0.2	+1.3	+2.7	+2.8	-1.5	-0.1	-0.1	-0.2	-0.4	-2.3	-4.6	-6.4	-7.7	-8.0	-4.4					
3.4	-0.6	+1.1	+2.4	+3.4	+3.8	+4.2	+5.1	-5.5	-5.1	+5.2	+5.3	+5.2	+4.3	+2.5	+0.2	-1.6	-3.0	-3.1	-2.1	-2.4	-2.4	-2.0		
3.5	+0.2	+2.3	+3.8	+7.0	+7.8	+9.3	+10.0	+9.6	+9.2	+9.4	+9.2	+9.1	+9.1	+7.5	+5.0	+2.9	+1.8	-0.9	-1.0	-1.5	-1.4	-1.3		
3.6	+2.0	+4.6	+7.7	+10.9	+12.2	+12.9	+12.6	+13.2	+12.6	+12.9	+11.8	+11.0	+10.3	+9.2	+6.0	+2.4	+1.0	-0.1						
3.7	+4.9	+8.7	+12.6	+15.0	+14.3	+13.6	+13.6	+14.9	+15.3	+15.0	+15.9	+12.5	+11.3	+9.2	+5.2	+0.5								
3.8	+9.9	+13.2	+14.6	+14.0	+13.2	+13.1	+13.5	+13.6	+13.6	+13.2	+13.7	+12.5	+11.2	+8.5	+4.5	+0.2								
3.9	+9.1	+10.4	+12.5	+11.9	+11.6	+12.1	+11.7	+13.1	+12.4	+12.4	+12.6	+11.5	+10.1	+7.4	+4.7	+0.8								
4.0	+6.5	+7.4	+9.7	+10.2	+9.7	+8.3	+10.2	+11.3	+11.9	+11.5	+11.1	+10.0	+8.6	+6.2	+2.9	+0.0								
4.1	+1.4	+1.2	+3.2	+4.5	+5.4	+6.2	+8.8	+9.8	+10.4	+9.7	+8.3	+6.2	+4.1	+1.7	+0.6									
4.2	+1.0	+2.2	+3.9	+4.8	+5.4	+6.2	+7.4	+7.6	+7.2	+6.0	+4.1	+2.0	-0.2											
4.3	+1.9	+2.5	+3.3	+4.0	+4.7	+4.9	+4.9	+4.6	+3.7	+2.2	+0.2													
4.4	+1.3	+1.3	+1.5	+2.1	+2.7	-2.8	+2.3	+1.7	+0.3															
4.5	-0.2	-0.2	+0.1	+0.4	+0.7	-0.0	+0.1																	
4.6	-2.5	-2.6	-2.7	-2.6	-2.4	-2.8	-2.9	-3.1	-3.7	-3.4														

D

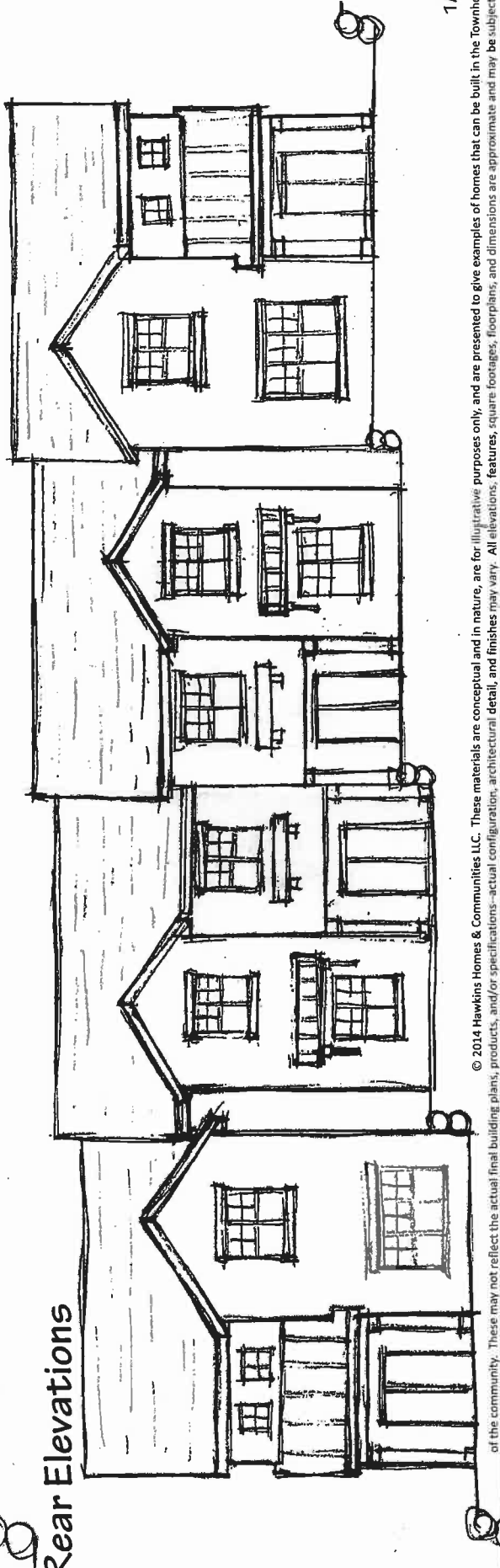




Front Elevations



Rear Elevations



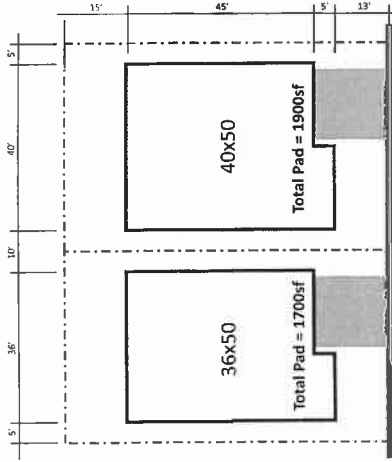
1/8" = 1'

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**EASTRIDGE PARK**

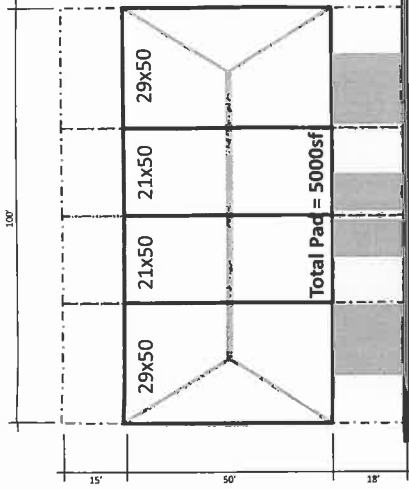
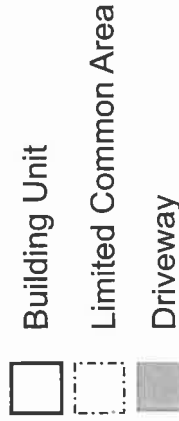
**Preliminary Sketch Plan Elevations: Townhomes (Unit Type B)**

**HAWKINS**  
HOMES & COMMUNITIES



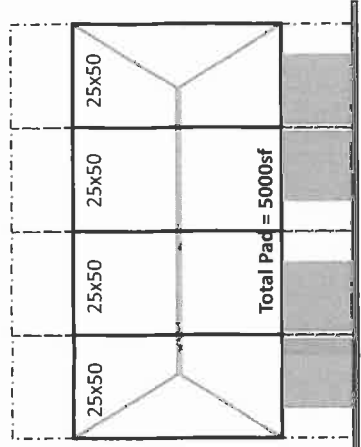
### Cottage Homes

- 36'x50' & 40'x50' pads (less area inset for garage)
- 18' driveway length – off set from front of unit (not including sidewalk)
- Walk-out/daylight basements on downhill (western sides)
- 15' min of rear yard limited common area; 5' min of side yard limited common area



Unit Type A

(No. side of Private Road - back Antelope)



Unit Type B

(So. side of Private Road)

### Townhomes

- 4-unit townhomes – Two building types
- Northern Units (Type A): 29'/21'/21'/29' (Edge 2C & Interior 1C garages)
- Southern Units (Type B): 25'/25'/25'/25' (all 2C garages)
- 18' driveway length (not including sidewalk)
- Driveways will step down (road is approx 8% slope E to W)
- 15' min of rear yard limited common area

1" = 30'

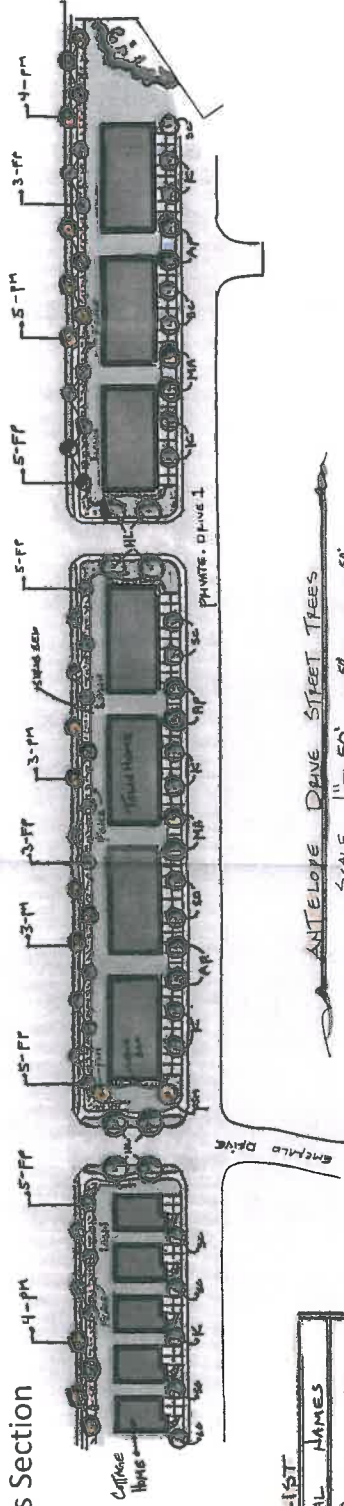
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## EASTRIDGE PARK Cottage Homes & Townhomes Sitepad Specs

**HAWKINS**  
HOMES & COMMUNITIES

# EASTRIDGE PARK

Antelope Drive Cross Section  
(Typical)  
7/10/2014



**STREET TREE LIST**

S/M	COMMON / BOTANICAL NAMES
AP	AUTUMN PURPLE ASH / <i>FRAXINUS N. VIRGINICA</i>
FP	CHARMELIKE PEAT / <i>FRAX OBLONGATA</i> GLAUCO-FORM
HL	EMERALD HONEYLOCUST / <i>GLYCYMME T. IMPERIAL</i>
K	KUAIHAIAN GREY / <i>PAUNUS. SEPAULATA 'KUMAIHAI'</i>
MA	MARSHALL SEAMLESS ASH / <i>FRAXINUS P. SEAMLESS</i>
PM	PAPERBARK MAPLE / <i>ACER PAPERBARK</i>
FSM	PACIFIC SUNSET MAPLE / <i>ACER FRANKCORTUM</i>
SC	SPRING ECHO CLEMATIS / <i>MILVUS "SPRING ECHO"</i>

— Silhouetted Symbol



(ROCK REMAINING WALL HEIGHT VARIES ± 4' TALL)



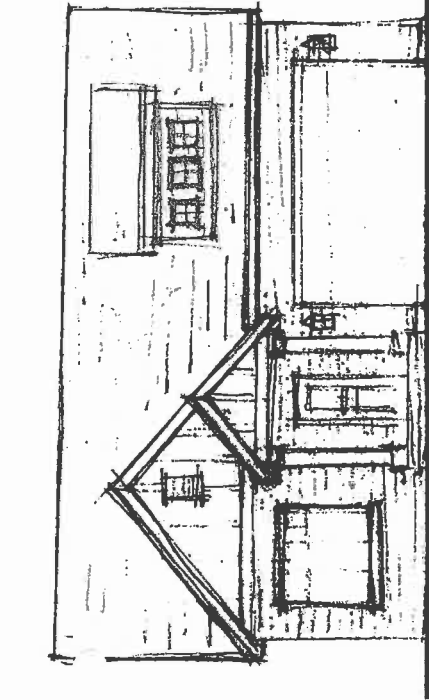
Drawn by: **Daphn Buppert**  
EMVISION LAND DESIGN 801-791-9079

© Hawkins Homes & Communities LLC 2014. Specifications for trees shown in schedule are subject to availability. In any future schedule for any project, it is possible that the trees shown herein are not available. All rights reserved. Emission: 10/2014. Emission: 10/2014. Emission: 10/2014.

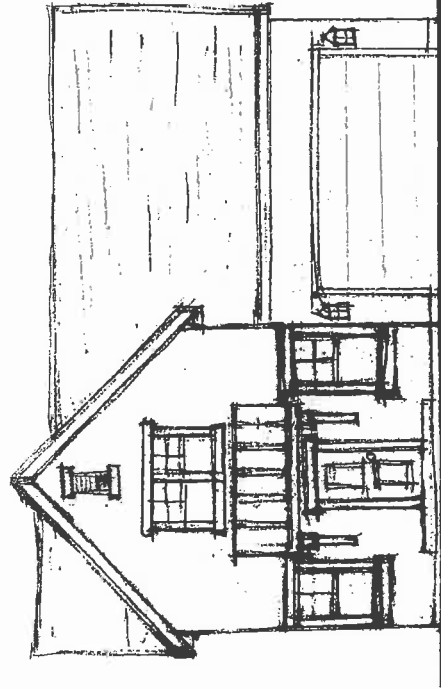
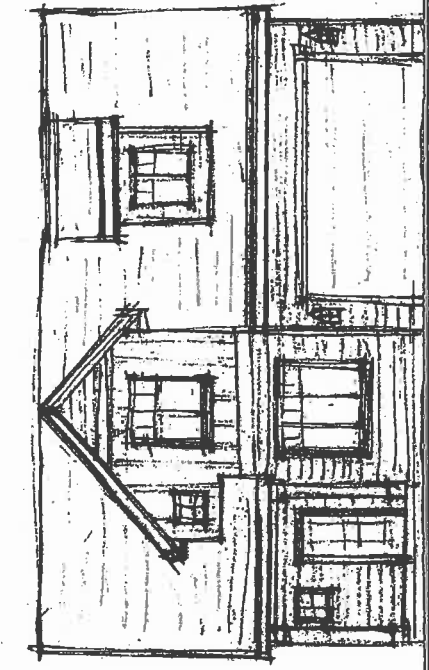
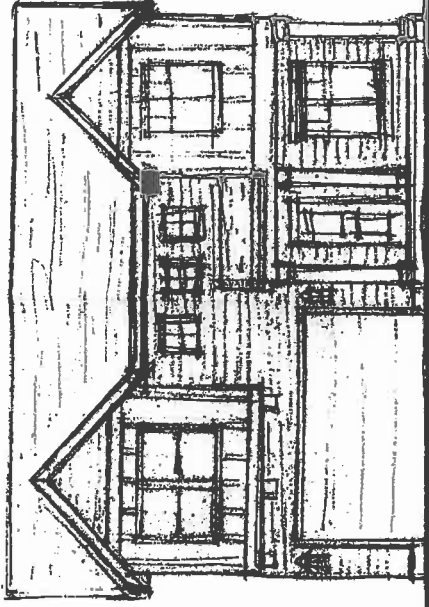
OWNER/DEVELOPER  
C/O Hawkins Homes & Communities LLC  
Mike Ford, Development Manager  
1371 North 1075 West, Suite 1, Farmington, UT 84025  
info@hawkinshomes.com (801) 722-8544



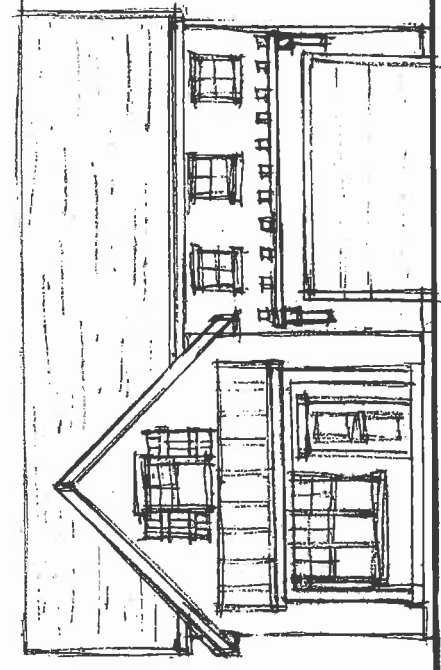




Urban Craftsman



Modern Farmhouse



1/8" = 1'

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**EASTRIDGE PARK**  
**Preliminary Sketch Plan Elevations: Cottage Homes**

**HAWKINS**  
HOMES & COMMUNITIES

EXHIBIT G

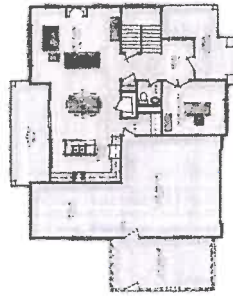
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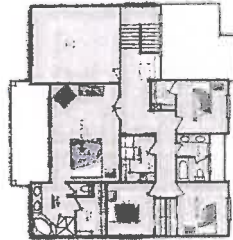
Elevation A



Elevation B



Main Floor



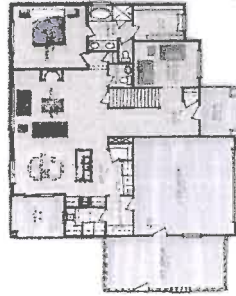
Upper Floor



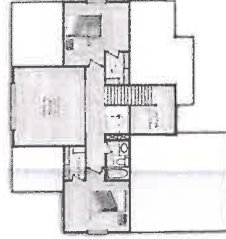
Elevation A



Elevation B



Main Floor



Upper Floor

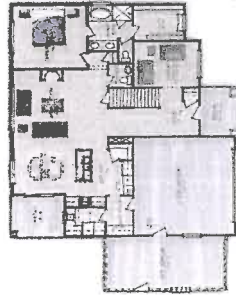
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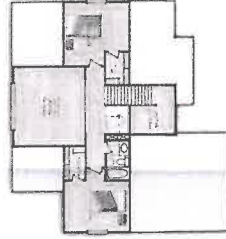
Elevation A



Elevation B



Main Floor



Upper Floor

# FERRERA



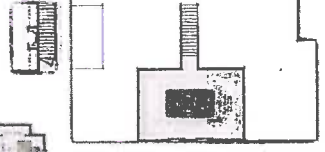
Elevation A



Elevation B



Main Floor



Upper Floor

Not to Scale

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**EASTRIDGE PARK**

**Conceptual Floorplans – Traditional Single Family (Custom) – 1 of 2**

**HAWKINS**

HOUSES & COMMUNITIES

**EXHIBIT H**



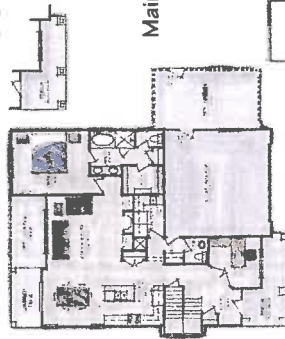
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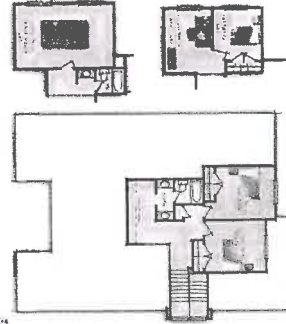
Elevation A



Elevation B



Main Floor



Upper Floor

Not to Scale

© 2014 Hawkins Homes & Communities LLC. These materials are conceptual and in nature, are for illustrative purposes only, and are presented to give examples of homes that can be built in the SFR phases of the community. Homes built in the SFR phases will be custom selected and built per specific lot conditions and buyer selections. These may not reflect the actual final building plans, products, and/or specifications—actual configuration, architectural detail, and finishes may vary. All elevations, features, square footages, floorplans, and dimensions are approximate and may be subject to change.

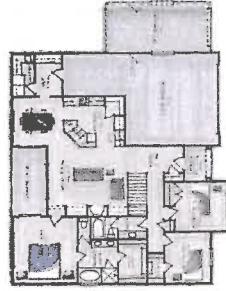
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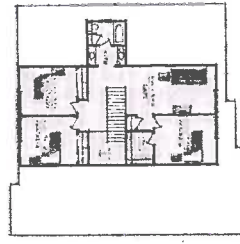
Elevation A



Elevation B



Main Floor



Upper Floor

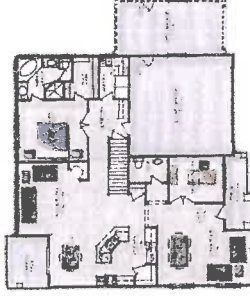
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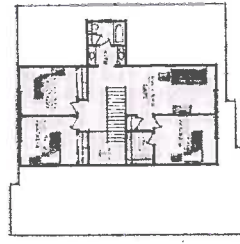
Elevation A



Elevation B



Main Floor



Upper Floor

## EASTRIDGE PARK

### Conceptual Floorplans – Traditional Single Family (Custom) – 2 of 2

**HAWKINS**  
HOMES & COMMUNITIES

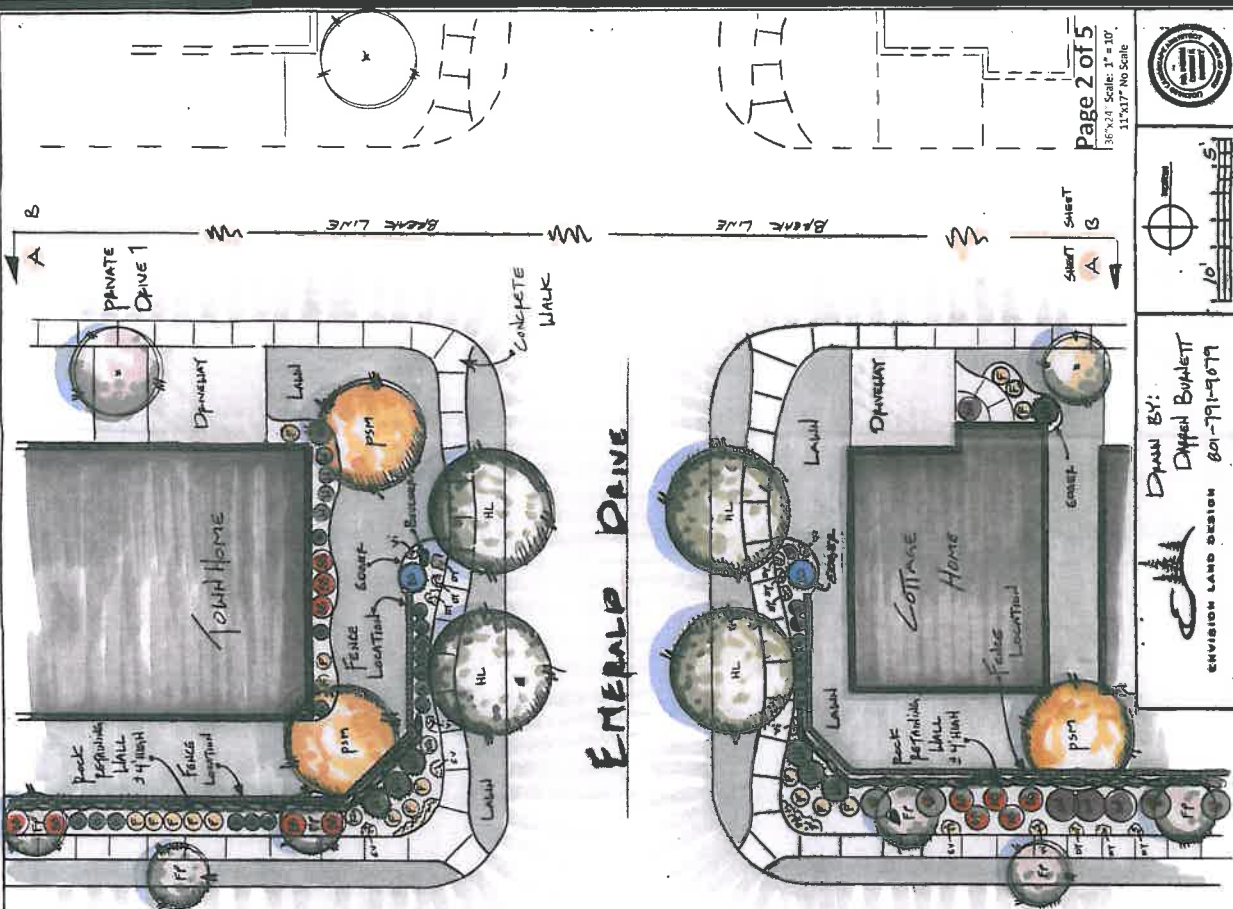
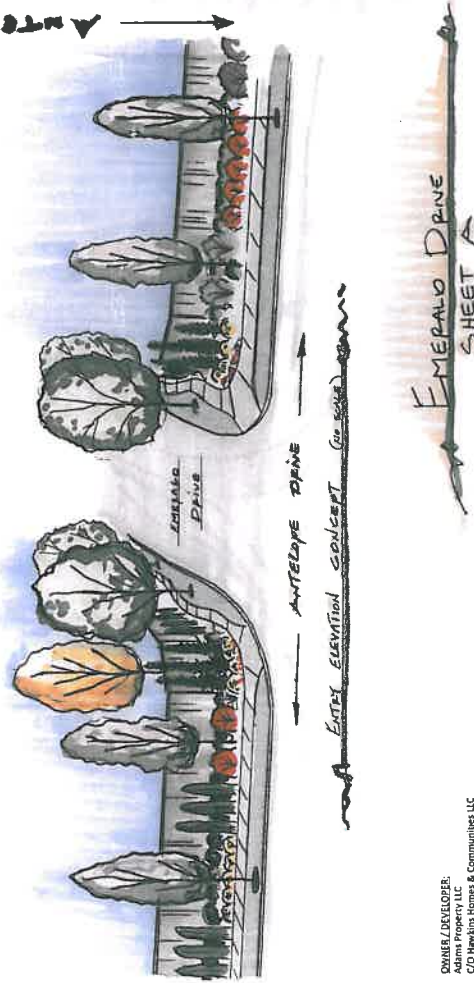
# EASTRIDGE PARK

Typical Landscape Plan View A  
7/10/2014

## PLANT LIST

SYM	COMMON	BOTANICAL NAME
B	FINE LINE BURESHUB	ERIMONIS FINELINE
BB	CLIMBER BUSH	ERIMONIS ALVATIS CANTONIS
BS	CLIMBER BLUE SPRUCE	PIERIS PALLIDA 'JEAN SEBASTIA'
BT	CLIMBER	STELLA ORO / HEMLOCK
F	GROUNDING SHRUB	ERIMONIS XIB. SULLIVANA
HL	CORONAL HUNTERBUSH	GLORIOSA P. IMPERIAL
KB	KOHL FARESTER	HEB. GLASS / ELIMONIS
PM	PACIFIC SUNSET	MIRAZ / ACER TROUSSEAU
S	SHASTA ORNIS	
SH	SUMMER BLUE	DIANEUM / PHYSCALOPUS OPALIS
SP	ASHLEAF	SEATTLE PINE / PINUS NITIDA
SV	SALVIA	
V	VARIETAL	FEUTINA DIANEUM
VI	VIRENTER	IRIS
W	WINTER	SIPAXA / SPHAXA R.B. ANTONI W.
WS	WINTER	SPICE / PICEA MARIANA EASTYRIA
WN	WINTER	WHITE SPICE / PICEA MARIANA EASTYRIA

- LEGEND**
- FENCE SYMBOL
  - BOULDER RETAINING WALL + ACCENT BOWERS
  - PEDESTAL SYMBOL
  - EVERGREEN TREE SYMBOL
  - DECIDUOUS TREE SYMBOL
  - TYPICAL SHRUBS



Page 2 of 5  
36"x24" Scale, 1" = 10'  
11"x17" No Scale



Drawn BY:  
Daphn Buxlett  
801-791-9079

EXHIBITION LAND DESIGN

OWNER/DEVELOPER:  
C/O Hawkins Homes & Communities LLC  
1371 North 1075 West, Suite 1, Farmington, UT 84025  
mlflood@hawkinshomes.com - (801) 732-8544



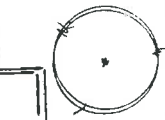
EXHIBIT I



# EASTRIDGE PARK

Typical Landscape Plan View B  
7/10/2014

Private Drive 1



To Antelope Drive

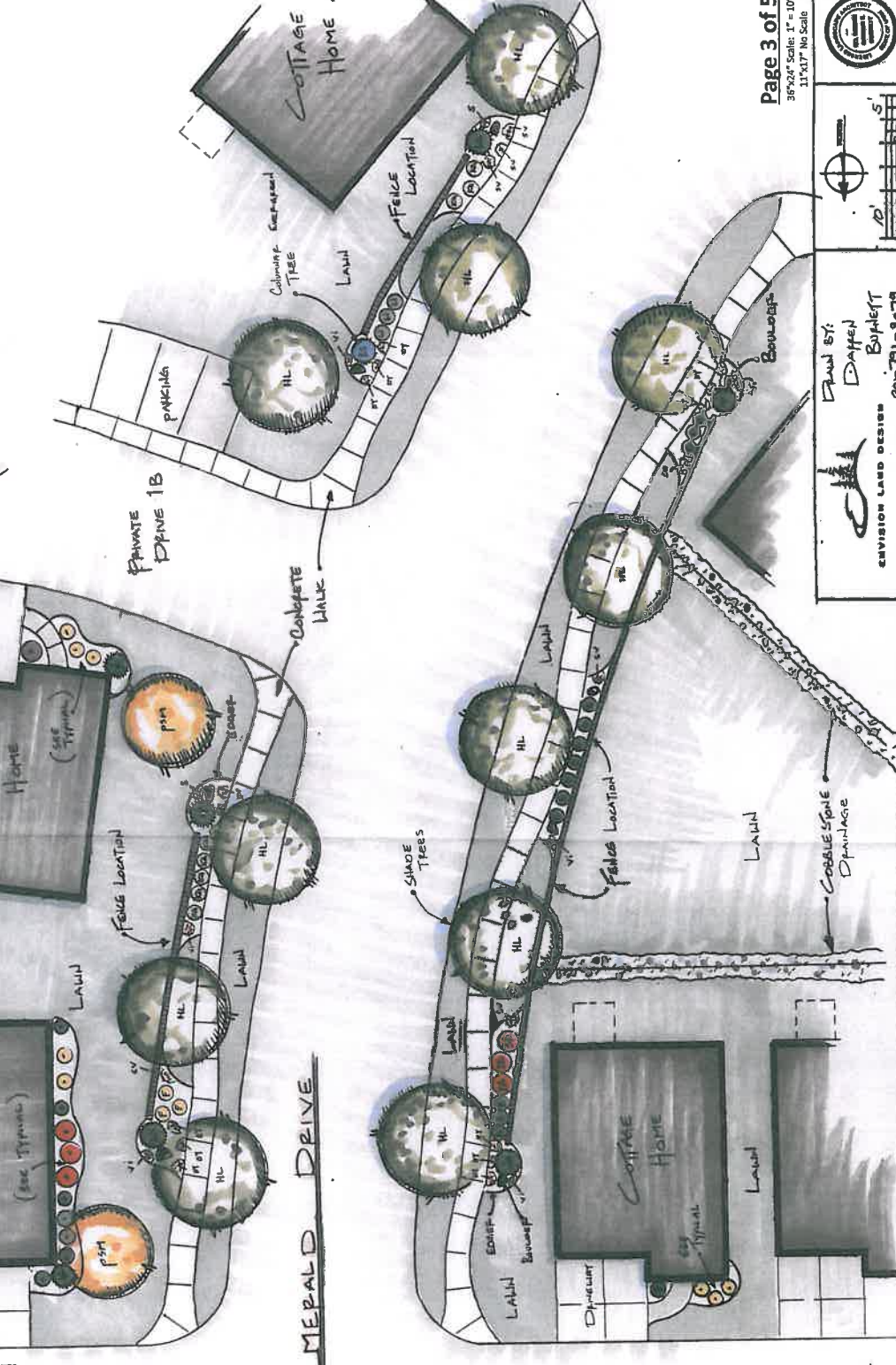
BREAK LINE

**DANIEL FLOREZ**  
 Landscape Architect  
 1371 North 1025 West, Suite 1, Farmington, UT 84201  
 info@hawkinshomes.com | (801) 712-8544

**HAWKINS**  
 HOMES & COMMUNITIES

# EMERALD DRIVE SHEET B

(Typical Landscaping Along Emerald Drive)



Page 3 of 5  
36"x24" Scale, 1" = 10'  
11"x17" No Scale



DESIGN LAND DESIGN  
 Paul St.  
 Duffen  
 Boyliff  
 201-711-9079

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# EXHIBIT J

# EASTRIDGE PARK

## Overall Site Plan

### 7/10/2014 (updated 4/8/2015)

This plan depicts the overall site layout and general improvement plan of the developer. This is an artists rendition and are for illustrative purposes only. They may not reflect the actual final building plans, products, improvements, and/or specifications.

The locations of the Townhome and Cottage Home units are accurate. Custom Home lots are depicted without structures on them as the custom structure is not yet determined. Lot lines between Custom Home lots may change as phasing is presented to the City for Final Plat approval.

Cottage and Townhome phases will be identified as "Phase 1" and "Phase 2" respectively, with individual sub-phases within each being identified with a letter (i.e. Phase 1A, 1B, 1C, etc.). All traditional Single Family lot phases will be numbered consecutively starting with Phase 3.

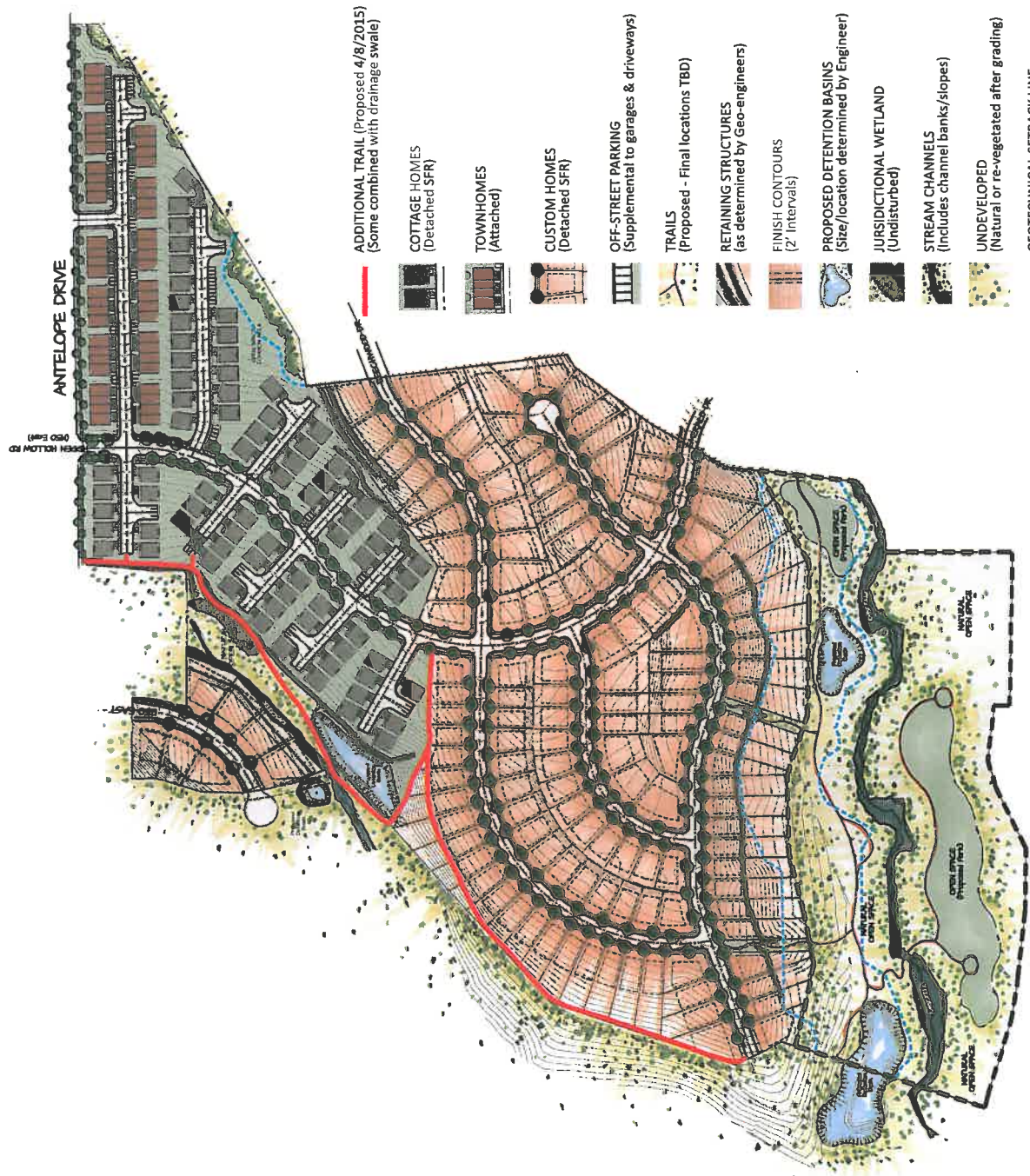
**OWNER / DEVELOPER:**  
 Adams Property LLC  
 C/O Hawkins Homes & Communities LLC  
 Mike Flood - Development Manager  
 1371 North 1075 West, Suite 1  
 Farmington, UT 84025  
 mflood@hawkinshomes.net  
 (801) 712-8544



**ENGINEER:**  
 Stantec Consulting Services, Inc.  
 Jacob Jensen - P.E.  
 3995 South 700 East, Suite 300  
 Salt Lake City, UT 84107

**GEOTECHNICAL & GEOLOGIC ENGINEER:**  
 IGES - Intermountain Geo-Environmental Services Inc.  
 Kent Hartley - P.E.  
 12429 South 300 East  
 Draper, UT 84020

**LANDSCAPE ARCHITECT:**  
 Envision Land Design  
 Darren Burnett - B.L.A.  
 1742 West 1275 North  
 Farr West, UT 84404



- ADDITIONAL TRAIL (Proposed 4/8/2015)**  
(Some combined with drainage swale)
- COTTAGE HOMES**  
(Detached SFR)
- TOWNHOMES**  
(Attached)
- CUSTOM HOMES**  
(Detached SFR)
- OFF-STREET PARKING**  
(Supplemental to garages & driveways)
- TRAILS**  
(Proposed - Final locations TBD)
- RETAINING STRUCTURES**  
(as determined by Geo-engineers)
- FINISH CONTOURS**  
(2' Intervals)
- PROPOSED DETENTION BASINS**  
(size/location determined by Engineer)
- JURISDICTIONAL WETLAND**  
(Undisturbed)
- STREAM CHANNELS**  
(Includes channel banks/slopes)
- UNDEVELOPED**  
(Natural or re-vegetated after grading)
- GEOTECHNICAL SETBACK LINE**  
(Approximate location)

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**AGREEMENT FOR THE DEVELOPMENT OF LAND BETWEEN  
LAYTON CITY AND ADAMS PROPERTY LLC**

**(Approximately 1450 East Antelope Drive - south side)**

**THIS AGREEMENT** for the development of land (hereinafter referred to as this "Agreement") is made and entered into this 4<sup>th</sup> day of JUNE, 2009, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and ADAMS PROPERTY LLC and its successors and/or assigns (hereinafter referred to as "Owner"). City and Owner collectively referred to as the "Parties" and separately as "Party".

**RECITALS**

**WHEREAS**, in furtherance of the objectives of the Layton City General Plan, City has considered an application for a development of property in the City located at approximately 1450 East Antelope Drive located on the south side of Antelope Drive in Layton City (hereinafter the "Subject Area" or "Owner's Property");

**WHEREAS**, the total area proposed for development consists of approximately 70 acres, which is described and depicted on Exhibit A attached hereto (hereinafter Exhibit A);

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

**WHEREAS**, Parties desire to enter into this Agreement to provide for the 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;

**WHEREAS**, City is willing to zone the Subject Area as shown on Exhibit A, 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, covenant and agree as follows:

**ARTICLE I  
DEFINITIONS**

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

- 1.1 "Owner's Property" shall mean that property owned by 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 ADAMS PROPERTY LLC. 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-1-10, with a PRUD overlay" zoning shall mean a single family/multi family residential use district, with the minimum lot area, setbacks and frontage, as well as the principal and accessory



structures within which, are restricted by the requirements of the PRUD Zoning Regulations in connection with the underlying zone.

1.7 "Subject Area" shall have the meaning set forth in the Recitals hereto.

## **ARTICLE II CONDITIONS PRECEDENT**

2.1 Zoning consistent with Exhibit A is a condition precedent to Owner's Undertakings in Article IV. The City will act promptly to zone the Subject Property consistent with Exhibit A, and as depicted in Exhibit B (Conceptual Site Plan), which includes:

2.1.1 Approximately 19 acres of R-1-10 PRUD overlay zoning for the portion of the property that is immediately south of Antelope Drive is intended to be multifamily dwelling units as outlined in the PRUD overlay guidelines;

2.1.2 Approximately 51 acres of R-1-10 PRUD overlay zoning for the portion of the property located immediately south of the multifamily portion outlined in 2.1.1 above is intended for single family dwelling units;

2.1.3 The above acreage and zoning in Section 2.1 represents the number of acres and dwelling units as outlined in Section 2.3 the Owner needs to achieve, in order to justify the required infrastructure and earthwork expenditures. Changes in the number of acres and/or dwelling units and type of zoning designation may be made by mutual agreement between the Owner and the City, subject to approvals by the City's Planning Commission and Council.

2.2 With respect to all zoning designations, Owner agrees to design and construct quality structures and amenities and to comply with all landscaping provisions of Chapter 19.16 of the Layton City Code.

2.3 With respect to each zoning designation:

2.3.1. **R-1-10, PRUD overlay zone,** Owner knowingly and voluntarily agrees to limit density in the overall project to 303 total units or 4.33 units per gross acre, whichever is less, and to work with planning staff and the planning commission to design a quality project which may include an attached product community. Owner agrees to construct a maximum of 157 attached units, which are included within the total 303 units. If Owner requests a variation in the setback criteria through a PRUD overlay in the zone, Owner and City shall condition such variation on Owner's satisfaction of criteria designated in Layton City Code section 19.08.090.

2.4 Nothing herein shall be construed to vest the Developer in the site plan attached as Exhibit B. Upon approval of the zone change by the City Council, the Developer will vest in the respective land use designations shown in Exhibit B, but must still proceed through the subdivision and building permit processes as required by City ordinance. Though the maximum densities are agreed upon in this Agreement, there is no guarantee, implied or express, that the Developer will physically be able to build the number of units permitted in this agreement. The ultimate number of lots and location of streets, lots and other improvements, will depend on further study and approval under the subdivision and building permit process.

## **ARTICLE III CITY'S UNDERTAKINGS**

3.1 City shall approve this Agreement prior to its decision to zone the Subject Area, and shall not file the zoning with the Davis County Recorder until specifically requested by Owner.

3.2 City agrees promptly to enter into payback agreements for improvements or facilities intended to extend, expand or improve the City's utility system beyond the improvements required to service or benefit the development of the Subject Property, only as provided in this Agreement. The amount of the payback to the Owner shall be based on the Owner's actual costs, as provided in Article IV below.

## **ARTICLE IV OWNER'S UNDERTAKINGS**

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 Property shall comply with Article II. Once the Subject Property is zoned in accordance with Article II, development of the Subject Property shall comply with all applicable City rules, regulations and codes unless otherwise agreed to in this Agreement.

4.1.1 The portion of the Subject Area directly adjacent to lots 509 and 510 of Beechwood Estates No. 5, as depicted on Exhibit B, shall include at least four (4) lots, two (2) lots on each side of the extension of Beechwood Drive, that have lots widths of at least 85 feet.

4.2 **Culinary Water.** Water line sizes and off-site improvements necessary to service development of the Subject Area are to be determined by the update to the Water Master Plan and the Water Model as approved by the City Engineer.

4.2.1 A 12-inch water line must be installed in the new Emerald Drive from the intersection with Kay's Creek Drive to Antelope Drive and may be required to continue west to the intersection of Antelope Drive and Church Street. The water line improvements are subject to change per the recommendations of the updated water model.

4.3 **Sanitary Sewer.** Sanitary sewer service will be provided to the Subject Area with or by a North Davis County Sewer District (NDCSD) line that runs parallel to the Central Fork of Kay's Creek along the southern edge of the Subject Area and a second Layton City line that runs parallel to the North Fork of Kay's Creek along the western edge of the Subject Area.

4.3.1 The existing NDCSD line that runs along Central Fork Kay's Creek may be left in its location, provided that it is located within the open space corridor and is reasonably accessible so that it can be serviced by North Davis Sewer District. In addition, the line must meet NDCSD standards and capacity requirements and may not be located under a detention basin.

4.3.2 The existing Layton City line that runs along North Fork Kay's Creek may be left in its location, provided that it is located within the open space corridor and is reasonably accessible so that it can be serviced by Layton City. Such determination will be made by the Layton City engineering department upon reasonable findings that such relocation and sizing is necessary.

4.4 **Storm Drain.** Davis County Flood Control will determine the requirements for discharging storm water into Kay's Creek. This may require the developer to include a means of detention for the runoff as part of the development. Detention basins may be designed to be located in open space areas, including the public park located on the south side of the property.

4.5 **Land Drain.** A land drain system will be required throughout the development of the Subject Property, pursuant to recommendations from the Geotechnical Engineer and design approved by the City Engineer.



4.6 **Water Exactions.** Owner shall be responsible for complying with Layton City's Water Exaction requirements effective on the date of execution of this agreement. The City agrees to accept up to three acre feet of water per acre of land developed in the form of irrigation shares from Davis/Weber Canal Company, Holmes Creek Irrigation, or Kay's Creek Irrigation. The total amount of this water exaction requirement will be determined during the final approval process.

4.7 **Master Street Plan.** The access point from Antelope Drive to the Subject Area shall be located such as to line up with the Hidden Hollow Drive on the north side of Antelope Drive.

4.7.1 Emerald Drive must be extended to the north to connect to Antelope Drive. This roadway must be designed as a 62 foot right-of-way as depicted in Exhibit C. This roadway is to be a public roadway.

4.7.2 All other streets within the single family areas are considered minor streets and will be designed as 50 foot rights-of-way as depicted in Exhibit C. These streets are to be public streets.

4.7.3 All streets located within the attached unit areas are to be designed as 32 foot rights of way as depicted in Exhibit C. These streets are to be private streets. Sidewalks on one side of the street may be required by Layton City upon a final review of the development plan.

4.8 **Parks and Trails Dedication** As part of satisfying the open space requirement of the PRUD overlay zone, Owner agrees to dedicate to the City a portion of Subject Area that is at the farthest most Southern end of the property. It is Owner's intention to dedicate to the City approximately 16 acres for the purpose of creating a public park. The exact size of the dedication is subject to the final approval plans of the development. Upon dedication of the park, City agrees to maintain at its sole expense the improvements of the park into perpetuity.

Owner and City agree that it is in the best interest of all involved and the general public for Owner to take the lead on the improvements to the public park. Owner shall submit to the City for its approval a landscape plan for the area including, but not limited to, a trail system, park benches, open grassy areas, etc. In addition, City and Owner will agree upon a phasing plan and a dedication plan for the improvements of the park to be made. The cost of the improvements to the park are to be fronted by the Owner, however, Owner is to be reimbursed through the park impact fees generated through the building permits. City agrees to either credit Owner 100% of the park impact fee if owner is pulling the building permit or reimburse the owner 100% of the park fee if someone other than the owner is pulling the building permit. Owner and City agree that all park impact fees generated from this development are to be spent on the development of this particular park. The Layton City Trails Plan indicates that the Kay's Creek Corridor trail is planned along the north fork of Kay's Creek. The developer must coordinate the details of this trail with the Layton City Parks and Recreation Department where affected by the proposed development.

4.9 **Soils/Geotechnical Report.** Design and development of the Subject Area shall be subject to the final recommendations of a City-approved soils/geotechnical report submitted to the City by the developer.

4.10 **Owner's Duties.** Except as otherwise provided herein, Owner shall be responsible for the acquisition of all necessary easements and the construction and installation of all public utility improvements.

4.11 **Grading Plan.** Owner shall submit a grading plan and SWPP Plan to the City for approval and prior to grading the Subject Property. Owner shall complete the grading in conformance with the approved grading plan and SWPP Plan based on the recommendations of the approved geotechnical report and the Layton City Engineer. However, this paragraph shall not be construed to exempt the Owner from any requirement of City ordinance or regulation concerning street construction.



4.12 **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.

4.13 **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.

4.14 **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 these permits.

5.2 **Completion Date.** The Owner shall, in good faith, reasonably pursue completion of the development. Notwithstanding the foregoing, the parties understand that market conditions may delay completion for an undetermined period of time. 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. Notwithstanding the foregoing, due to the fact that much of the open space requirement for the project is being satisfied by the park on the South end of the project, the City agrees that Owner may dedicate "non contiguous" land to meet the open space requirement of a particular phase.

5.3 **Access to the Subject Area.** For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Owner and its contractor, representatives of City shall have the right of access to the Subject Area without charges or fees during the period of performance of Owner's Undertakings. City shall indemnify, defend and hold Owner harmless from and against all liability, loss, damage, costs or expenses (including attorneys' fees and court costs) arising from or as a result of the death of a person or any accident, injury, loss or damage caused to any person, property or improvements on the Subject Area arising from the negligence or omissions of City, or its agents or employees, in connection with City's exercise of its rights granted 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.







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, email 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.

7.9.2 Any subsequent amendment to this Agreement may be recorded as agreed by the Parties.

**7.10 Exhibits.** The following Exhibits are attached to and form a part of this Agreement:

- Exhibit "A" - Description of Rezone Area
- Exhibit "B" - Conceptual Site Plan
- Exhibit "C" - Road Cross Sections

**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,**

By: J. Stephen Curtis  
J. STEPHEN CURTIS, Mayor

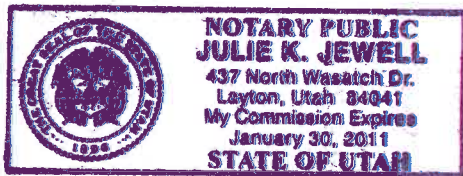
**ATTEST:**

By: Thieda Wellman  
THIEDA WELLMAN, City Recorder

**ADAMS PROPERTY LLC**

By: Matthew L. Hawkins  
Its: Member/Manager

Subscribed and sworn to before me this 8<sup>th</sup> day of June, 2009.



Notary Julie K. Jewell

**APPROVED AS TO FORM:**

Gary Crane  
for GARY CRANE, City Attorney



**Exhibit A**

**Adams Property  
70.02 Acres**



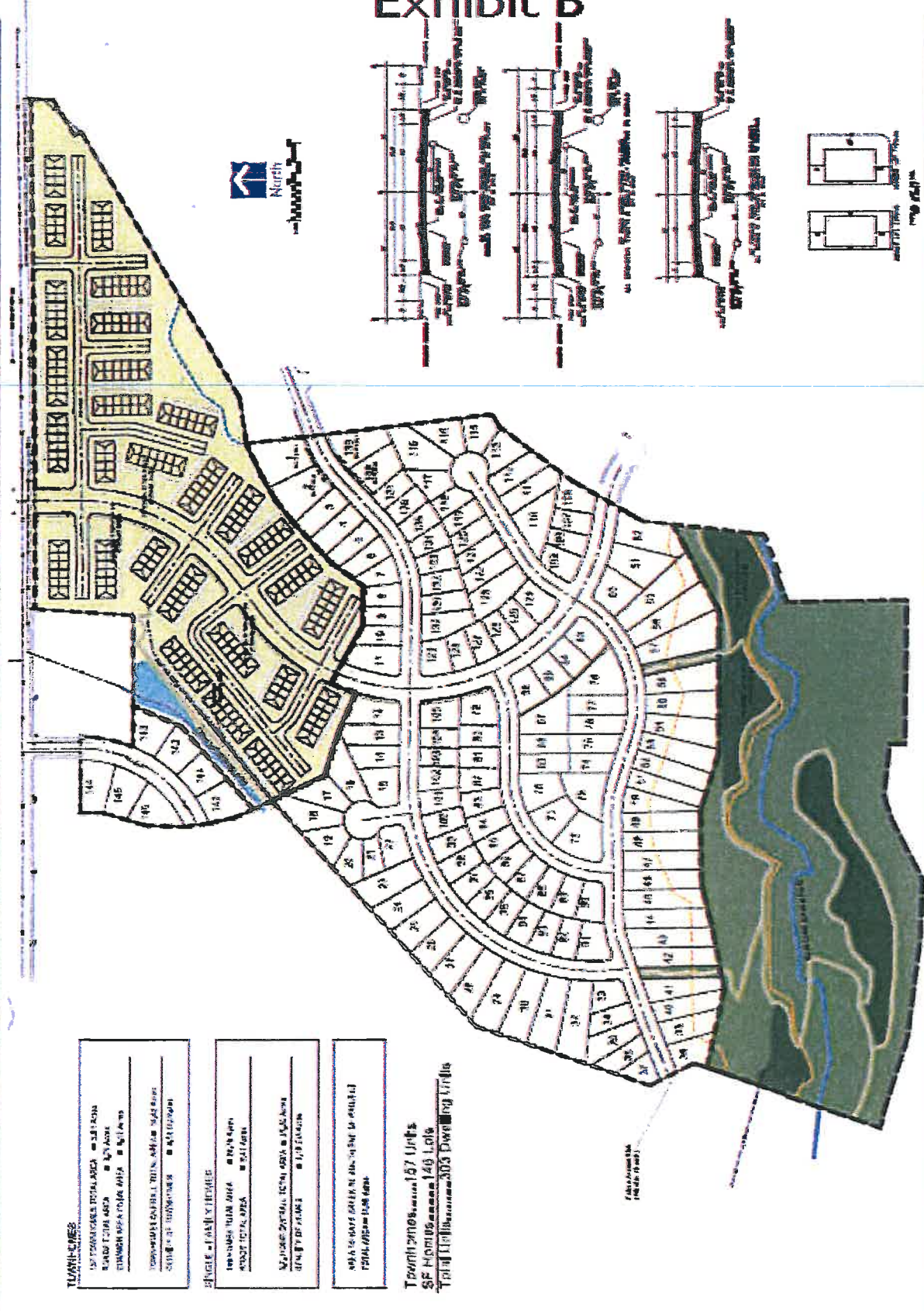
**Adams Property Rezone  
A to R-1-10(PRUD)**

-  Streams
-  Property





# Adams Property - Conceptual Site Plan (5/26/09)



- TRAVEL LANE**
- 15' TRAVELABLE TOTAL AREA
  - ROAD TOTAL AREA
  - TRAVEL LANE TOTAL AREA
- COMPOUND/ENVELOPE TRAIL AREA**
- TRAIL TOTAL AREA
  - TRAIL TOTAL AREA
- TRAIL TOTAL AREA**
- TRAIL TOTAL AREA
  - TRAIL TOTAL AREA
- TRAIL TOTAL AREA**
- TRAIL TOTAL AREA
  - TRAIL TOTAL AREA

Township 2106, Range 187, Twp 1  
 SF Homestead 149 Lots  
 Total 149 Lots

## Exhibit B

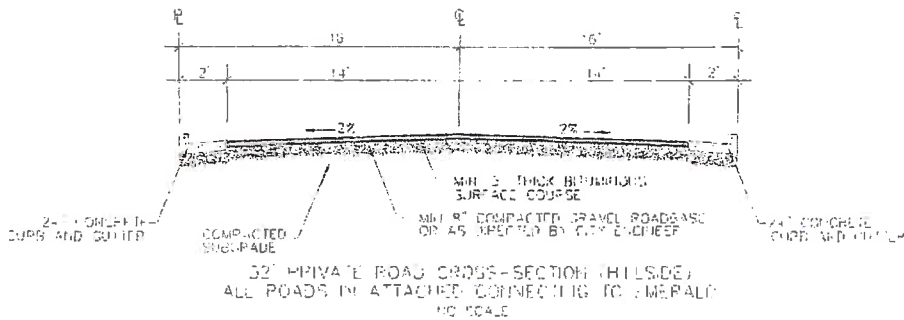
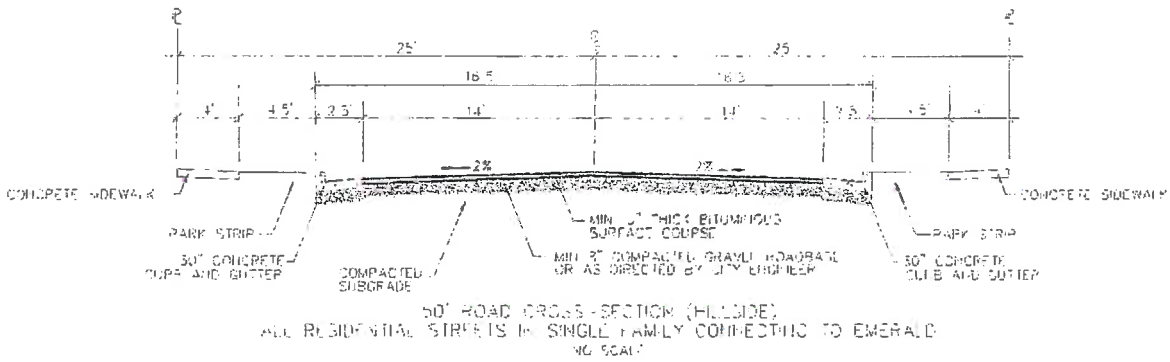
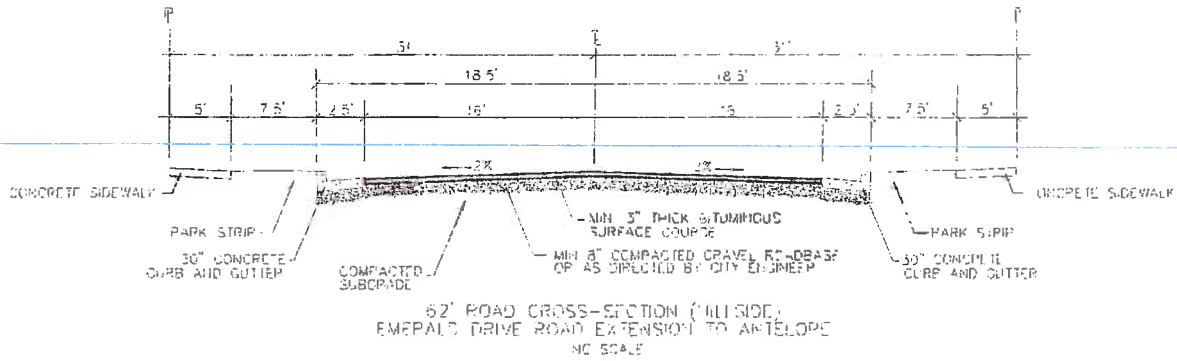


- Single Family Residential
- Townhome Residential - 4th Physical Open Space
- Public Open Space (18 Acres - Dedicated)
- Public Trail - Conceptual
- Average 200' Buffering Back from Creek (per engineer)
- Outing Back (per engineer)
- Kays Creek - North and Central Fork
- Proposed Retaining Wall (per engineer). Actual location to be determined by final jurisdiction.
- Wetland Boundary & mitigation possibilities
- Jurisdictional Wetlands Area (Preliminary - per definition report). Actual area of wetlands to be verified with the USACE. (mitigation)
- Permit Area 146 149, 147
- Permit Area 146
- Permit Area 147
- Permit Area 148
- Permit Area 149

# EXHIBIT C

## ADAMS PROPERTY

### Road Cross Sections





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

**Item Number:** 6.A.

**Subject:**

Ordinance Amendment – Amending Title 18, Chapters 18.40 and 18.50, Sections 18.40.020 and 18.50.040; Title 19, Chapter 19.07, Section 19.07.060 of the Layton Municipal Code by Clarifying the Requirements of Land Drains for Dwellings and Sensitive Land Areas – Ordinance 15-07

**Background:**

Currently, the ordinances listed in the title of this cover sheet do not adequately address the requirement for land drains around the foundations and footings of a residential dwelling. Language has been added in two chapters and sections of Title 18 of the Layton Municipal Code, which outlines the process for subdivision development. With this addition, it becomes mandatory for land drains to be installed around footings and foundations. The current ordinance is vague for when land drains are required. For land drain systems, the Layton City Development Guidelines and Standards shall be followed for the placement and construction of the land drain system.

Additional language is being added to the Sensitive Land Ordinance in Title 19 of the Layton Municipal Code. Section 19.07.060(4)(g) will state that land drain systems will be maintained by a homeowners association or property owner for the purpose of maintaining drainage and dewatering hillside areas to achieve slope stability. The land drains shall be located within easements to ensure maintenance and operation of the drains.

**Alternatives:**

Alternatives are to 1) Adopt Ordinance 15-07 amending Title 18, Chapters 18.40 and 18.50, Sections 18.40.020 and 18.50.040; Title 19, Chapter 19.07, Section 19.07.060 of the Layton Municipal Code by clarifying the requirements of land drains for dwellings and sensitive land areas; 2) Adopt Ordinance 15-07 amending Title 18, Chapters 18.40 and 18.50, Sections 18.40.020 and 18.50.040; Title 19, Chapter 19.07, Section 19.07.060 of the Layton Municipal Code by clarifying the requirements of land drains for dwellings and sensitive land areas with any amendments the Council deems appropriate; or 3) Not adopt Ordinance 15-07 and remand to Staff for directions.

**Recommendation:**

On April 14, 2015, the Planning Commission unanimously recommended the Council adopt Ordinance 15-07 amending Title 18, Chapters 18.40 and 18.50, Sections 18.40.020 and 18.50.040; Title 19, Chapter 19.07, Section 19.07.060 of the Layton Municipal Code by clarifying the requirements of land drains for dwellings and sensitive land areas.

Staff supports the recommendation of the Planning Commission.

## ORDINANCE 15-07

### **AN ORDINANCE AMENDING TITLE 18 “LAND USE DEVELOPMENT” AND TITLE 19 “ZONING” BY AMENDING SECTIONS 18.40.020 “FOOTING AND FOUNDATION DRAINAGE;” 18.50.040 “SANITARY SEWER IMPROVEMENTS;” AND 19.07.060(4)(g) “SENSITIVE LANDS OVERLAY; SUBMITTAL AND APPROVAL PROCESS FOR ANNEXATIONS, REZONES, AND CONCEPTUAL APPROVALS.”**

**WHEREAS**, it is necessary to protect the residents of the City from the dangers of damage caused to their structures by improper soil drainage; and

**WHEREAS**, a drainage system around a structure’s footing and foundations helps mitigate any possible damage caused by water in the soil; and

**WHEREAS**, the City desires to make its requirement for the installation of a drainage system around structures affected by water in the soil consistent with current building code standards established by state law; and

**WHEREAS**, the Planning Commission has reviewed these amendments and has recommended approval of the same; and

**WHEREAS**, it is deemed to be in the best interest of the health, safety, and welfare of the City’s residents to make the changes to the City’s ordinances.

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

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

**SECTION II:** Sections 18.40.020 “Footing and foundation drainage;” 18.50.040 “Sanitary sewer improvements;” and 19.07.060(4)(g) “Sensitive lands overlay; Submittal and approval process for annexations, rezones, and conceptual approvals” are hereby enacted and amended to read as follows:

#### **18.40.020 – Footing and foundation drainage**

(1) Drains shall be provided around all concrete, masonry, and wood foundations that retain earth and enclose habitable, unfinished, or usable spaces located below grade. All design criteria for the drains shall comply with the Layton City standard for footing/foundation installation. In addition, all installations of the drainage systems shall comply with the currently adopted editions of the International Residential Code and International Building Code respectively, or as specifically designed by a geotechnical engineer currently licensed by the State of Utah to practice such.

(2) These drains shall discharge by gravity or mechanical means into an approved drainage system that complies with the currently adopted edition of the International Plumbing Code.

(3) ~~Where a connection to~~ A land drain system shall be ~~is~~ provided to each a parcel of land where footing and foundation drains are required. It shall be the responsibility of the general contractor of such structures noted above, to connect to the land drain system and have that connection inspected by Layton City.

(4) **Exception:** A drainage system is not required when the footing/foundation is installed on well-drained ground and sand/gravel mixtures according to the Unified Soil Classification System, Group I Soils, found in the International Residential Code and as determined by the City Engineer and as deemed appropriate by the Building Official.

### **18.50.040 – Sanitary sewer improvements**

Materials shall conform to the standards established for a public sewer system. All connections will be governed by the current City technical standards. Easements for public sewer lines on private property shall be of a width designated by the City Engineer. The City technical standards shall govern concerning the installation, testing, and cleaning. The size of the line extensions will be as determined by the City Engineer.

The developer or subsequent homeowner's association will be responsible for the maintenance of all facilities within the property lines of the development and those facilities off the property as designated by the City Engineer and which directly, either in part or wholly, service the private subdivision/development.

When determined to be necessary by the City Engineer, public sewer lines may be required to be constructed within private developments. An easement of proper width as determined by the City Engineer shall be deeded to the City for public sewer lines, integrated with the private subdivision/development lines, running through private property.

~~Land Drain Systems. All footings shall be placed two feet (2') above the highest yearly subsurface water elevation or the footing must have a drain system installed. The Layton City Development Guidelines and Design Standards and Standard Plans for Public Facilities Construction ~~City technical standards~~ shall be followed for the placement and construction of land drain systems.~~

The developer or subsequent homeowner's association will be responsible for the maintenance of all facilities within the property lines of the development and those facilities off the property as designated by the City Engineer and which, either in part or wholly, service the private subdivision/development.

### **19.07.060(4)(g) – Sensitive lands overlay; Submittal and approval process for annexations, rezones, and conceptual approvals**

(4)(g) Soil/geologic report that addresses all items in the approved scope of work and if applicable recommendations by a qualified geotechnical engineer. Reports shall be site specific and

identify all geologic hazards, whether on or off-site, if it affects the particular property including the following hazard(s):

(i) Flood history and potential; proximity to known canals, lakes, streams and alluvial fan flooding;

(ii) Definition of any zones of deformation with respect to active faults and recommended setbacks therefrom;

(iii) Evidence for other mass movement of soil and rock (landslides, debris flows, rock falls);

(iv) Identification of anomalies of the terrain or characteristics of the geological materials which would have any potential impact upon the use of site;

(v) Determination of ground water characteristics;

(vi) The report shall contain written recommendations for construction of structures and avoidance or mitigation of the hazards. Land drains recommended for the purpose of hillside drainage and dewatering to achieve slope stability alone through private property shall be owned and maintained by a Home Owners Association or property owner, constructed to Layton City standards, and shall be located within easements are not allowed and are discouraged through public property because to ensure the long-term maintenance and operation of the drains cannot be guaranteed; This requirement shall not alleviate or substitute the requirement for a land drain system located within the public right-of-way for footing and foundation drains.

(vii) **Report of soil characteristics.** Data regarding the nature, distribution, and strength of soils within the project area. The soil report shall include a unified classification of all soils with an estimate of susceptibility to erosion, plasticity index, liquid limit, shrink-swell potential, and general suitability for development;

(viii) Estimate of the likely highest level of the water table considering the long-term effects of development and irrigation.

**SECTION III: 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 this ordinance.

**SECTION IV: 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 the most remote from the date of passage thereof.


**PASSED AND ADOPTED** by the City Council of Layton City, Utah, this \_\_\_\_ day of \_\_\_\_\_, 2015.

**ATTEST:**


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

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

**APPROVED AS TO FORM:**

By:  \_\_\_\_\_  
For GARY CRANE, City Attorney

**SUBMITTING DEPARTMENT:**

By:  \_\_\_\_\_  
WILLIAM T. WRIGHT, Director  
Community & Economic Development



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

**Item Number:** 6.B.

**Subject:**

Community Development Block Grant Annual Action Plan for Fiscal Year 2015-2016 – Resolution 15-26

**Background:**

As an entitlement Grantee of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program, Layton City is required to develop a yearly Annual Action Plan. The Annual Action Plan outlines how the City will allocate its allotment of CDBG funds during the upcoming Program Year, July 1, 2015 to June 30, 2016. HUD regulations require two public hearings during the preparation of this Plan.

This is the second public hearing which is being held to gather information from the public concerning the Annual Action Plan, 2015-2016. At the conclusion of the public hearing the Council will be able to adopt the Plan, which will then be submitted to HUD.

The Annual Action Plan, 2015-2016, is enclosed with Resolution 15-26.

**Alternatives:**

Alternatives are to 1) Adopt Resolution 15-26 approving the CDBG Annual Action Plan 2015-2016; 2) Adopt Resolution 15-26 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 15-26 and remand to Staff with directions.

**Recommendation:**

Staff recommends the Council adopt Resolution 15-26 approving the CDBG Annual Action Plan 2015-2016.

**RESOLUTION 15-26**

**A RESOLUTION ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN, 2015-2016.**

**WHEREAS**, Layton City is an entitlement recipient of the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program; and

**WHEREAS**, Layton City is responsible for overseeing the development of a five-year Consolidated Plan and an Annual Action Plan that describes the use of CDBG funds; and

**WHEREAS**, Layton City has prepared the Annual Action Plan, 2015-2016 in accordance with Federal Regulations and has made these drafts available for public review and comment; and

**WHEREAS**, The Annual Action Plan, 2015-2016 is ready for final review and adoption by the Council.

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

1. That the Annual Action Plan, 2015-2016, which is attached hereto and incorporated by this reference, is hereby adopted and may be submitted to HUD.

2. That the Mayor be authorized to execute any and all approvals and agreements with HUD for the use of Community Development Block Grant funds.

3. That the Mayor be authorized to execute the applicable Homebuyer Assistance Grant Agreements and the Grant Agreements for public service agencies that are provided grant funds in the Annual Action Plan, 2015-2016. The public service agencies are identified at the following funding rates based upon the most recent allocations made by HUD, and which may be subject to minor revisions based on revised HUD allocations:

- The Family Connection Center and Davis County Homeless, \$26,500;
- The Davis Citizen's Coalition Against Violence, \$12,100;
- The Layton Community Action Council, \$8,000;
- The Road Home, \$3,500.

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


ATTEST:

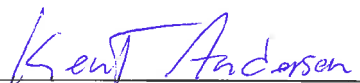
\_\_\_\_\_  
THIEDA WELLMAN, City Recorder

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

APPROVED AS TO FORM:

SUBMITTING DEPARTMENT:

  
for GARY CRANE, City Attorney

  
for WILLIAM T. WRIGHT, Director  
Community and Economic Development

# Layton City Community Development Block Grant 2015-2016 Annual Action Plan



Prepared By: Layton City Community and Economic Development

# Executive Summary

## AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

### 1. Introduction

Layton City is the lead agency for the formation of this Annual Action Plan. Layton City will continue to utilize subrecipients for the provision of public services and use internal staff to administer CDBG projects. This Annual Action Plan was done in consultation and coordination with multiple applicable and appropriate agencies and met the required public participation process.

### 2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

To leverage the amount of CDBG funding granted to Layton City, the City will partner with available public service providers by funding responsible entities that provide a broad range of supportive services to needy and vulnerable populations. Layton City projects will center on removing barriers to affordable housing through down payment assistance, land write-down for affordable housing, and improving the quality of life in Historic Downtown Layton.

### 3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Layton City has recognized significant utility in supporting agencies effective at providing supportive services to vulnerable, at risk populations. Agencies such as the Family Connection Center, Safe Harbor, Layton Community Action Council, and the Road Home have proved to be excellent partners and productive subrecipients of Layton City CDBG funds.

Layton City assisted the Davis School District with land acquisition for the construction of a new, single family home for one low/moderate income household.

The down payment assistance program continued to be in high demand, and has been effective in removing barriers to affordable housing.

There are few areas in the City that meet the required percentage for an area benefit for low-moderate income residents. One area is Historic Downtown Layton. CDBG funding should continue to be focused

to this area to assist in improving the quality of life to the residents of downtown. Funds have been used in Historic Downtown Layton for infrastructure improvements and Historic Downtown Train Station facade renovations.

#### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

Layton City made efforts to encourage citizen participation in the development of the Annual Action Plan. Per federal requirements, two public hearings were held to solicit input from the public. A notice was published in the Standard Examiner, a widely circulated news publication, for both hearings. The notice included a summary of the Annual Action Plan and notified citizens the plan was available for review and comment at Layton City Offices.

#### **5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

See section AP-12 Participation for a summary of public comments received.

#### **6. Summary of comments or views not accepted and the reasons for not accepting them**

See section AP-12

#### **7. Summary**

Layton City looks forward to the implementation of this Annual Action Plan. Layton City expects public service and public projects to make a positive impact and enhance the quality of life of our citizens.



**PR-05 Lead & Responsible Agencies – 91.200(b)**

**1. Agency/entity responsible for preparing/administering the Consolidated Plan**

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	LAYTON	
CDBG Administrator	LAYTON	Community & Economic Development / Layton City
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

**Table 1 – Responsible Agencies**

**Narrative (optional)**

**Consolidated Plan Public Contact Information**

Chad D. Thomas, CDBG Administrator  
 437 North Wasatch Drive, Layton, UT 84041  
 Business: 801-336-3770 Fax: 801-336-3789  
 cthomas@laytoncity.org

## **AP-10 Consultation – 91.100, 91.200(b), 91.215(l)**

### **1. Introduction**

The Annual Action Plan was done in consultation and coordination with multiple applicable and appropriate agencies. The CDBG Administrator identified multiple professionals that deal with a variety of issues including economic development, housing, youth welfare issues, domestic abuse, homeless persons, public infrastructure, etc. The Administrator had individual contact with these professionals, which includes representation from the Family Connection Center, the Davis Citizen's Coalition Against Violence (Safe Harbor), the Layton Community Action Council, the Road Home, the Layton City Council, and the U.S. Department of Housing and Urban Development.

#### **Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))**

Layton City works closely and stays in consistent contact with its subgrantees to share information and to enhance coordination both with the subgrantees and with the entities they work with, which include public and housing assistance providers and private and governmental health, mental health and service agencies.

#### **Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

Layton City supports two organizations that coordinate with the local Continuum of Care program, the Family Connection Center and The Road Home.

The Family Connection Center provides temporary shelter to homeless persons. The program pays for homeless persons to stay at a motel on a temporary basis.

The Road Home operates the Salt Lake Community Shelter and Self-Sufficiency Center for homeless families and individuals and serves the entire Wasatch Front. People from Davis County, including Layton City, Salt Lake County, and other parts of Utah, utilize this shelter and supportive services.

#### **Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in**

**determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

Layton City does not allocate ESG funds, develop performance standards and evaluate outcomes, or develop funding, policies and procedures for the administration of HMIS.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	Family Connection Center
	<b>Agency/Group/Organization Type</b>	Services-Children Services-Homeless Services-Education
	<b>What section of the Plan was addressed by Consultation?</b>	Public Housing Needs Homelessness Strategy Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Individual discussions with Jason Wilde, Executive Director, Gene Lopez, Community Action Services Director, Allyson Jewell-Taylor, Finance Manager. Anticipated outcomes includes continued support for the Family Connection Center and their mission. Discussed ways to continue and expand outreach for homelessness regardless of weather.
2	<b>Agency/Group/Organization</b>	Safe Harbor (Davis Citizens Coalition Against Violence)
	<b>Agency/Group/Organization Type</b>	Housing Services-Victims of Domestic Violence
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Families with children
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Discussions with Kendra Wyckoff, Executive Director and Nicole Nance, Grant Coordinator. Anticipated outcomes includes continued support for Safe Harbor and their mission. Discussed specific barriers for victims of domestic violence including employment. Safe Harbor recently hired an additional staff person to work directly with victims to obtain employment.
3	<b>Agency/Group/Organization</b>	LAYTON COMMUNITY ACTION COUNCIL
	<b>Agency/Group/Organization Type</b>	Youth Programs

	<b>What section of the Plan was addressed by Consultation?</b>	Youth Programs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Individual discussion with Karlene Kidman, Youth Court Administrator. Anticipated outcomes includes continued support for the Layton Community Action Council and their mission.
4	<b>Agency/Group/Organization</b>	THE ROAD HOME
	<b>Agency/Group/Organization Type</b>	Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Individual discussion with Emily Petersen, Housing Quality Assurance Administrator. Also, received a letter from Matt Minkevitch, Executive Director containing recommendations on assisting families experiencing homelessness including potential investment in rapid re-housing for families. Anticipated outcomes includes continued support for The Road Home and their mission.
5	<b>Agency/Group/Organization</b>	LAYTON CITY
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis Economic Development Anti-poverty Strategy Infrastructure and Public Safety



	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Continued discussions with the Layton City Council. Anticipated outcomes include ongoing funding for existing subrecipients, homebuyer assistance, focus on historic rehabilitation and infrastructure improvements in low-income areas.
6	<b>Agency/Group/Organization</b>	Habitat for Humanity of Weber and Davis Counties
	<b>Agency/Group/Organization Type</b>	Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Individual discussion with Josh Stuart, Executive Director, about affordable housing needs in Layton. Discussed the organization's mission and principles and their "Bushes with Kindness" program. Anticipated outcomes include continuing discussions with Habitat for Humanity to explore areas where we can leverage funds and resources to address affordable housing and home rehabilitation needs in Layton.
7	<b>Agency/Group/Organization</b>	U.S. Department of Housing and Urban Development - Office of Fair Housing and Equal Opportunity
	<b>Agency/Group/Organization Type</b>	Other government - Federal
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Market Analysis
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	On December 12, 2014, met with Local HUD Field office and other regional governments to discuss findings on the Regional Analysis of Impediments. Anticipated outcomes includes assisting with enhancing fair housing access and continuing to discuss with HUD the regional analysis of impediments to housing in Davis County.

8	<b>Agency/Group/Organization</b>	Davis School District
	<b>Agency/Group/Organization Type</b>	Other government - County
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Conversations with Neil Hancey, Supervisor, Career and Technical Education, about the "At Home" program. Topics included ways to continue and strengthen relationship between Layton City and the Davis School District to create additional affordable housing units. Also discussed ways to encourage more applicants from the district to apply for the "At Home" program.

**Identify any Agency Types not consulted and provide rationale for not consulting**

N/A.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		

Table 3 – Other local / regional / federal planning efforts

**Narrative (optional)**

Layton City proactively reaches out to subrecipients and other agencies/groups/organizations to solicit input on the administration and outcomes of the CDBG program. Layton City will continue to seek input on how to greater impact the City and region through the use of CDBG funds.

## **AP-12 Participation – 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

The public was given opportunities to comment on the formation of the Annual Action Plan. The first public hearing was held during the regularly scheduled City Council meeting on **February 5, 2015**. A notice was published in the Standard Examiner, a widely circulated newspaper that carries notices, on **January 15, 2015**, allowing at least 15 days prior notice to the public.

A notice was published in the Standard Examiner on **April 6, 2015**, that included a summary of the Annual Action Plan and made citizens aware that the Plan is available for review at the Layton City offices. The Plan was made available for citizen review for 30 days before the final public hearing. The second public hearing was held during the regularly scheduled City Council meeting on **May 7, 2015**.

**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community	<p>The public hearing was held during a regularly scheduled Layton City Council meeting on February 5, 2015. Two individuals representing two organizations commented during the public hearing.</p>	<p>Karlene Kidman, Layton Community Action Council, indicated that she was the Director of Layton Youth Court. She expressed appreciation to the City for their support of the Youth Court. Ms. Kidman explained the Youth Court program. She said they were in their 17th year and they had heard over 1,750 cases with a completion rate last year of 94%. Ms. Kidman said they had trained over 528 youth to run the court; of those members eight were practicing attorneys, one was in law school, two were physician assistants, two were in medical school, 17 had gone on to receive Master's Degrees, and over 98% had completed at least Associate's Degrees. She said 7% were former offenders who came to Youth Court and were now members of the Court. She reviewed statistical information about the success of the Youth Court program and the number of volunteer hours they gave to the City. Ms. Kidman asked that the City continue to fund Youth Court through the CDBG grant. Councilmember Day said the Youth Court did a good job.</p>		

				<p>Kendra Wyckoff, Executive Director Safe Harbor, expressed appreciation to the City for their support. She explained the services proved by Safe Harbor and how CDBG funds had helped them provide services to residents. Ms. Wyckoff asked for the City's continued support. Mayor Stevenson said this money was used to support some wonderful groups.</p>		
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**Table 4 – Citizen Participation Outreach**



## Expected Resources

### AP-15 Expected Resources – 91.220(c) (1, 2)

#### Introduction

Layton City will rely on the CDBG source of funds as the sole source for completion of CDBG eligible activities.

#### Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	334,178	5,000	435,447	774,625	0	

**Table 5 - Expected Resources – Priority Table**

#### **Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

Layton City will partner and leverage an estimated \$350,000 in private funds from Layton Station LLC to renovate the Historic Downtown Layton Train Station. In the Public Services category, each of the subrecipients provides additional private, state and local funds to complete their program goals. It is possible that Tax Increment Financing from a Layton City Redevelopment Project Area will be used in combination with CDBG funds in the improvements of Historic Downtown Layton.

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

N/A.

**Discussion**

Layton City will rely on the CDBG source of funds as the sole source for completion of CDBG eligible activities.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

#### Goals Summary Information

#### No Goals Found

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Family Connection Center	2013	2017	Non-Homeless Special Needs			CDBG: \$23,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
2	Davis County Homeless	2013	2017	Homeless			CDBG: \$3,500	Homeless Person Overnight Shelter: 10 Persons Assisted
3	Road Home	2013	2017	Homeless			CDBG: \$3,050	Homeless Person Overnight Shelter: 15 Persons Assisted
4	Safe Harbor	2013	2017	Homeless Non-Homeless Special Needs			CDBG: \$12,100	Homeless Person Overnight Shelter: 30 Persons Assisted
5	Youth Court	2013	2017	Non-Homeless Special Needs			CDBG: \$8,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 80 Persons Assisted
6	Homebuyer Assistance	2013	2017	Affordable Housing			CDBG: \$50,000	Direct Financial Assistance to Homebuyers: 10 Households Assisted
7	Davis School District	2014	2017	Affordable Housing			CDBG: \$80,000	Homeowner Housing Added: 1 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
8	Historic Downtown Infrastructure	2013	2017	Non-Housing Community Development			CDBG: \$87,243	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1300 Persons Assisted

Table 6 – Goals Summary

### Goal Descriptions

1	Goal Name	Family Connection Center
	Goal Description	Nursery respite care.
2	Goal Name	Davis County Homeless
	Goal Description	Assist in removing homeless individuals/families off the street with a short-term motel voucher.
3	Goal Name	Road Home
	Goal Description	Homeless shelter.
4	Goal Name	Safe Harbor
	Goal Description	Domestic violence shelter.
5	Goal Name	Youth Court
	Goal Description	An alternative to the court system for youth that commit crimes.

6	<b>Goal Name</b>	Homebuyer Assistance
	<b>Goal Description</b>	Homebuyer assistance to qualifying homebuyers.
7	<b>Goal Name</b>	Davis School District
	<b>Goal Description</b>	Assist the Davis School District with the acquisition of land and required improvements for their construction of a new, single-family home.
8	<b>Goal Name</b>	Historic Downtown Infrastructure
	<b>Goal Description</b>	Infrastructure improvements in Historic Downtown Layton.

Table 7 – Goal Descriptions

**Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):**

11.



## AP-35 Projects – 91.220(d)

### Introduction

All of the projects estimated to be funded this program year are in line with the Consolidated Action Plan.

#	Project Name
1	Administration
2	Family Connection Center
3	Davis County Homeless
4	Road Home
5	Safe Harbor
6	Youth Court
7	Homebuyer Assistance
8	Davis School District
9	Historic Downtown Infrastructure

**Table 8 – Project Information**

### **Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

CDBG allocation decisions were based off the goals identified in the 2013-2017 Consolidated Plan and input received from both the public and other agencies.

# Projects

## AP-38 Projects Summary

### Project Summary Information

Table 9 – Project Summary

<b>1</b>	<b>Project Name</b>	Administration
	<b>Target Area</b>	
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	
	<b>Funding</b>	CDBG: \$66,835
	<b>Description</b>	Administration and planning for the Community Development Block Grant.
	<b>Target Date</b>	6/30/2016
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	Administration and planning for the Community Development Block Grant.
<b>2</b>	<b>Project Name</b>	Family Connection Center
	<b>Target Area</b>	
	<b>Goals Supported</b>	Family Connection Center
	<b>Needs Addressed</b>	
	<b>Funding</b>	CDBG: \$23,000

	<b>Description</b>	Nursery respite care.
	<b>Target Date</b>	6/30/2016
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	100 persons assisted.
	<b>Location Description</b>	1360 East 1450 South Clearfield, UT 84015
	<b>Planned Activities</b>	Nursery respite care.
<b>3</b>	<b>Project Name</b>	Davis County Homeless
	<b>Target Area</b>	
	<b>Goals Supported</b>	Davis County Homeless
	<b>Needs Addressed</b>	
	<b>Funding</b>	CDBG: \$3,500
	<b>Description</b>	Assist in removing homeless individuals/families off the street with a short-term motel voucher.
	<b>Target Date</b>	6/30/2016
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	10 homeless persons assisted.
	<b>Location Description</b>	Assist in removing homeless individuals/families off the street with a short-term motel voucher.
	<b>Planned Activities</b>	Assist in removing homeless individuals/families off the street with a short-term motel voucher.
<b>4</b>	<b>Project Name</b>	Road Home
	<b>Target Area</b>	
	<b>Goals Supported</b>	Road Home

	<b>Needs Addressed</b>	
	<b>Funding</b>	CDBG: \$3,500
	<b>Description</b>	Homeless shelter.
	<b>Target Date</b>	6/30/2016
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	15 homeless persons assisted.
	<b>Location Description</b>	210 S. Rio Grande St.Salt Lake City, UT 84101
	<b>Planned Activities</b>	Provide temporary shelter for homeless persons.
5	<b>Project Name</b>	Safe Harbor
	<b>Target Area</b>	
	<b>Goals Supported</b>	Safe Harbor
	<b>Needs Addressed</b>	
	<b>Funding</b>	CDBG: \$12,100
	<b>Description</b>	Domestic Violence Shelter.
	<b>Target Date</b>	6/30/2016
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	30 persons assisted. Primarily women and children.
	<b>Location Description</b>	Non-disclosed shelter in Davis County.
	<b>Planned Activities</b>	Shelter for adults and child victims and resource and referral services.
6	<b>Project Name</b>	Youth Court

	<b>Target Area</b>	
	<b>Goals Supported</b>	Youth Court
	<b>Needs Addressed</b>	
	<b>Funding</b>	CDBG: \$8,000
	<b>Description</b>	Youth Court provides an alternative to the Courts System for youth that commit crimes.
	<b>Target Date</b>	6/30/2016
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	80 persons assisted.
	<b>Location Description</b>	Layton City Council Room, 437 N. Wasatch Drive, Layton, UT 84041
	<b>Planned Activities</b>	The Youth Court provides an alternative to the Courts System for youth that commit crimes. A Juvenile Court Judge may refer offenders to the Youth Court for sentencing. In the Youth Court, the offenders are given a sentence by a jury made up of their peers. This provides a positive experience both for the offenders and the jury. CDBG funds will assist in supporting the salary of the Youth Court Administrator.
7	<b>Project Name</b>	Homebuyer Assistance
	<b>Target Area</b>	
	<b>Goals Supported</b>	Homebuyer Assistance
	<b>Needs Addressed</b>	
	<b>Funding</b>	CDBG: \$50,000
	<b>Description</b>	Homebuyer assistance to qualifying homebuyers.
	<b>Target Date</b>	6/30/2016



	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Ten families will be assisted with \$5,000 each.
	<b>Location Description</b>	TBD
	<b>Planned Activities</b>	Homebuyer assistance to qualifying homebuyers.
8	<b>Project Name</b>	Davis School District
	<b>Target Area</b>	
	<b>Goals Supported</b>	Davis School District
	<b>Needs Addressed</b>	
	<b>Funding</b>	CDBG: \$80,000
	<b>Description</b>	Assist the Davis School District with the acquisition of land and required improvements for their construction of a new, single-family home.
	<b>Target Date</b>	6/30/2016
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	One low/moderate income family.
	<b>Location Description</b>	TBD
	<b>Planned Activities</b>	Assist the Davis School District with the acquisition of land and required improvements for their construction of a new, single-family home.
9	<b>Project Name</b>	Historic Downtown Infrastructure
	<b>Target Area</b>	
	<b>Goals Supported</b>	Historic Downtown Infrastructure
	<b>Needs Addressed</b>	

<b>Funding</b>	CDBG: \$87,243
<b>Description</b>	Infrastructure improvements in Historic Downtown Layton.
<b>Target Date</b>	6/30/2016
<b>Estimate the number and type of families that will benefit from the proposed activities</b>	1300 persons assisted.
<b>Location Description</b>	In low/moderate income qualified census tracts. Traditionally described as Historic Downtown Layton.
<b>Planned Activities</b>	Infrastructure improvements.

## **AP-50 Geographic Distribution – 91.220(f)**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

The areas where infrastructure improvements and historic building rehabilitation loan funds will be focused are in the Historic Downtown area of Layton. Primarily near the junction of Main St. and Gentile St. While CDBG funds will be primarily allocated citywide, Layton City will fund public service organizations not located in the city limits, but provide assistance to Layton residents.

### **Geographic Distribution**

<b>Target Area</b>	<b>Percentage of Funds</b>

**Table 10 - Geographic Distribution**

### **Rationale for the priorities for allocating investments geographically**

The rationale for focusing on the Historic Downtown area of Layton, is the qualified manor of the census tracts in the area meet the required percentage of low-income benefit. It is also the area that has the greatest amount of economic need in the City.

### **Discussion**

Investments in infrastructure and historic building rehabilitation loans in Historic Downtown Layton will assist in restoring vibrancy to the area, thereby improving the quality of life for those low-income residents living in the area.

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

Layton City will provide approximately ten down payment assistance loans to qualified homebuyers. Layton City will also assist, with the acquisition of land, the Davis School District in the construction of one new, single-family home for a qualified homebuyer.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	11
Special-Needs	0
Total	11

Table 11 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	1
Rehab of Existing Units	0
Acquisition of Existing Units	10
Total	11

Table 12 - One Year Goals for Affordable Housing by Support Type

#### Discussion

Layton City anticipates creating eleven affordable housing units through acquiring existing units via 10 homebuyer assistance loans and facilitating the construction of a new home by the Davis School District.

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

All Davis County and Layton City public housing units are created by the Davis Community Housing Authority (DCHA), which is the local public housing authority, and is separate from the Layton City CDBG program.

### **Actions planned during the next year to address the needs to public housing**

Layton City will assist the DCHA in consulting and policy assistance for public housing needs.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

Layton City will assist the DCHA in any manner that it can to encourage public housing residents to become more involved in management and participate in homeownership, including advertising access to the Layton City CDBG down payment assistance program.

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

N/A

### **Discussion**

As the DCHA is the public housing authority and is charged with the creation of public housing in Davis County and Layton City, the City will do what is possible to assist the DCHA in this mission.



## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

Families and individuals that are homeless or at risk of becoming homeless are an especially vulnerable segment of our population. Layton City uses CDBG funds to assist well qualified subgrantees, such as The Road Home, Safe Harbor, and the Family Connection Center to assist this vulnerable population. Layton City also supports the actions of the local public housing authority, the Davis Community Housing Authority and their actions in assisting the homeless.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

Layton City will rely on their subgrantees (e.g. The Road Home, Safe Harbor, Family Connection Center, etc.) and the Davis Community Housing Authority's expertise and established contact with the homeless population to assess their individual needs. Layton City will then contact these entities to ascertain areas of possible assistance.

#### **Addressing the emergency shelter and transitional housing needs of homeless persons**

Layton City will rely on their subgrantees (e.g. The Road Home, Safe Harbor, Family Connection Center, etc.) and the Davis Community Housing Authority's in addressing the homeless populations emergency shelter and transitional housing needs.

#### **Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

Layton City subgrantees (e.g. The Road Home, Safe Harbor, Family Connection Center, etc.) do a terrific job in resource and referral to assist homeless persons taking back their lives. The Road Home, Family Connection Center, and the Davis Community Housing Authority work closely with homeless persons to assist in the transition to permanent housing through resource and referral and through the Continuum of Care program. All of these entities track homeless persons in order to assist in preventing them from becoming homeless again.

#### **Helping low-income individuals and families avoid becoming homeless, especially extremely**

**low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

The Family Connection Center, Safe Harbor and the Davis Community Housing Authority are the primary institutions for assisting low-income individuals and families from becoming homeless. Layton City will continue to support their efforts.

**Discussion**

CDBG funds will be granted to assist public service agencies, including The Road Home, Safe Harbor, and the Family Connection Center in their mission to assist the homeless.

<b>One year goals for the number of households to be provided housing through the use of HOPWA for:</b>
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family
Tenant-based rental assistance
Units provided in housing facilities (transitional or permanent) that are being developed, leased, or operated
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds
Total

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction**

Layton City is unaware of any negative effects of public policies on affordable housing and residential development. Layton City will support zoning and down payment assistance that assists with removing barriers to affordable housing.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

Layton City will continue to support the use of the Mixed Use - Transit Oriented Development zone, which facilitates land to be available for multi-family developments, thereby enhancing the development potential of additional affordable housing stock. Layton City will continue to provide down payment assistance to qualified homebuyers to assist in making homes more affordable.

### **Discussion**

The Layton City CDBG program will provide down payment assistance to qualified homebuyers to assist in the removal of barriers to affordable housing for low-income households.

## **AP-85 Other Actions – 91.220(k)**

### **Introduction**

Layton City, its staff, its subrecipients and Davis County will work together to address the priority needs identified in the 2013-2017 Consolidated Action Plan.

### **Actions planned to address obstacles to meeting underserved needs**

Layton City will work closely with its subgrantees and Davis County to identify and address obstacles to meeting underserved needs.

### **Actions planned to foster and maintain affordable housing**

The Layton City CDBG program will provide down payment assistance to qualified homebuyers to assist with removing the barrier to affordable housing for selected participants. Layton City will also work with the Davis School District to construct a new affordable housing ownership unit.

### **Actions planned to reduce lead-based paint hazards**

Layton City will work to increase awareness of lead-based paint to families and professionals. City inspectors will actively educate and mitigate risk when situations arise involving lead-based paint. Lead-based paint disclosures and information will be provided to buyers as necessary in homes receiving down payment assistance. Any loans offered to historic buildings for rehabilitation will require lead-based paint mitigation.

### **Actions planned to reduce the number of poverty-level families**

Layton City will provide CDBG funding to the following organizations: the Family Connection Center, Safe Harbor and The Road Home. These organizations have extensive programs to assist the needs of the impoverished. This strategy has been deemed most effective by the City as the programs provide counseling services and resource and referral services to help those in need become self-sufficient.

### **Actions planned to develop institutional structure**

In Layton City and Davis County, with partnerships in Salt Lake City and Ogden, there are no gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

Layton City will continue to provide information to and receive information from all of the entities

identified in the 2013-2017 Consolidated Action Plan. Layton City will facilitate any coordination necessary to address priority needs.

**Discussion**

Layton City, it's staff, it's subrecipients and Davis County will work together to address priority needs identified in the 2013-2017 Consolidated Action Plan.

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

#### Introduction

#### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

#### Discussion

Layton City is committed to serving the low and moderate income population. Layton City intends use one hundred percent of the funds identified for use in the 2015-16 Annual Action Plan to support of activities that benefits persons of low and moderate income.



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

**Item Number:** 6.C.

**Subject:**

Amend Budget for Fiscal Year 2014-2015 - Ordinance 15-16

**Background:**

Utah State Code Sections 10-6-127 and 10-6-128 provide that amendments may be made to any fund after advertising and holding a public hearing.

The public hearing was advertised for at least seven days prior to the hearing to hear all interested persons regarding an amendment to the 2014-2015 budget. The proposed amendment will be presented in Council Work Meeting prior to the public hearing and as part of the public hearing.

The Council should hear all interested persons regarding the amendments prior to adoption.

**Alternatives:**

Alternatives are to 1) Adopt Ordinance 15-16 amending the budget for Fiscal Year 2014-2015; 2) Adopt Ordinance 15-16 with any amendments the Council deems appropriate; or 3) Not adopt Ordinance 15-16 and remand to Staff with directions.

**Recommendation:**

Staff recommends the Council adopt Ordinance 15-16 amending the budget for Fiscal Year 2015-2016.

**ORDINANCE 15-16**

**AMENDING THE ADOPTED BUDGET FOR LAYTON CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2014, AND ENDING JUNE 30, 2015.**

**WHEREAS**, a budget was previously approved and adopted by the City Council as required by law; and

**WHEREAS**, a public hearing has been advertised and held as required by law for Thursday, May 7, 2015, at the Layton City Center, for the purpose of hearing all interested persons on the matter of said budget amendments; and

**WHEREAS**, said public hearing having been duly and regularly held, and all persons present to be heard, having been heard; and

**WHEREAS**, the City Council must approve and adopt amendments to the budget for the period beginning July 1, 2014, and ending June 30, 2015, for Layton City, Utah.

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

That the City Council of Layton City, Davis County, State of Utah, does hereby approve and adopt the budget amendments for the fiscal year beginning July 1, 2014, and ending June 30, 2015, in form and amounts set forth in the written document attached hereto and made a part of this ordinance, as though set forth in full herein.

**PASSED AND ADOPTED** by the City Council of Layton, Utah, this **7th day of May, 2015**.

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

ATTEST:

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

APPROVED AS TO FORM:

  
GARY CRANE, City Attorney

PREPARED BY:

  
TRACY PROBERT, Finance Director

## Budget Amendments Fiscal Year 2014 - 2015

Increase  
(Decrease)

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**General Fund:**

**Expenditure:**

Non-departmental

Transfer out to Redevelopment agency for land purchase (Purchase of Property)

\$ 2,358,300.00

**Total General Fund Expenditure** \$ 2,358,300.00

**Revenue:**

Reduce use of fund balance for transfer from RDA after sale (Sale of Property)

\$ (2,358,300.00)

Use of Fund balance to provide for transfer to the Redevelopment Agency for land purchase (Purchase of Property)

2,358,300.00

Transfer in from Redevelopment Agency (Sale of Property)

2,358,300.00

**Total General Fund Revenue** \$ 2,358,300.00

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