

**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 June 5, 2014.**

AGENDA ITEMS:

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

2. MUNICIPAL EVENT ANNOUNCEMENTS:

3. CITIZEN COMMENTS:

4. VERBAL PETITIONS AND PRESENTATIONS:

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

A. Reappoint Mr. Richard Allen to the Board of Directors for the Mosquito Abatement District-Davis - Resolution 14-32

B. Interlocal Agreement between Layton City and Davis County to Share Program Funds Provided by the 2014 Edward Byrne Memorial Joint Justice Assistance Grant Number 2014-H2834-UT-DJ - Resolution 14-33

C. Amend the Consolidated Fee Schedule - Ordinance 14-13

D. Land Donation Agreement and Quit-Claim Deed From Joyce Wall McClurg for Installation of Improvements - Resolution 14-37 - 2744 East Cherry Lane

E. Final Plat Approval – Kennington Parkway Subdivision Phase 2 – Approximately 1575 West Layton Parkway

F. Off-Premise Beer Retailer License – ARS Fresno, LLC – 1724 West Antelope Drive

G. Community Development Block Grant Support for the Davis School District Construction of One Home - Resolution 14-35 - 798 South Angel Street

H. Receiving the Milestone 1 Report of Macquarie Capital and Committing to Move Forward with Macquarie Into Milestone 2 - Resolution 14-36

6. PUBLIC HEARINGS:

A. Amend the Adopted Budget for Layton City for the Fiscal Year Beginning July 1, 2013, and Ending June 30, 2014 - Ordinance 14-11

B. Adopt the Budget and Property Tax Rate for Layton City for Fiscal Year July 1, 2014, through June 30, 2015 - Amend Schedule of Compensation for Statutory Officers - Ordinance 14-12

C. Community Development Block Grant Annual Action Plan for Fiscal Year 2014-2015 - Resolution 14-31

D. Amend the Capital Projects List of the Impact Fee Facilities Plan

E. Street Conversion Request - Candlewood Estates Private Subdivision - Resolution 14-30 - Approximately 110 South West Side Drive

7. PLANNING COMMISSION RECOMMENDATIONS:

8. NEW BUSINESS:

9. UNFINISHED BUSINESS:

10. SPECIAL REPORTS:

ADJOURN:

Notice is hereby given that:

- A Redevelopment Agency Meeting will be held at 5:30 p.m. A Work Meeting will be held at 5:30 p.m. to discuss miscellaneous matters.
- In the event of an absence of a full quorum, agenda items will be continued to the next regularly scheduled meeting.
- This meeting may involve the use of electronic communications for some of the members of this public body. The anchor location for the meeting shall be the Layton City Council Chambers, 437 North Wasatch Drive, Layton City. Members at remote locations may be connected to the meeting telephonically.
- By motion of the Layton City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed meeting for any of the purposes identified in that chapter.

Date: _____ **By:** _____

Thieda Wellman, City Recorder

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

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.

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

Item Number: 5.A.

Subject:

Reappoint Mr. Richard Allen to the Board of Directors for the Mosquito Abatement District-Davis - Resolution 14-32

Background:

Layton Municipal Code Section 2.08.070 authorizes the Mayor to appoint a City official, employee, or citizen to serve on certain boards. The Mayor has elected to reappoint Mr. Richard Allen to the Board of Directors for the Mosquito Abatement District-Davis. The term of the appointment will be two years. Mr. Allen has previously served in the position for several terms. Staff believes that Mr. Allen is an excellent candidate to serve on the Mosquito Abatement District-Davis Board of Directors.

Alternatives:

Alternatives are to 1) Adopt Resolution 14-32 reappointing Mr. Richard Allen to the Board of Directors for the Mosquito Abatement District-Davis; 2) Adopt Resolution 14-32 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 14-32 and remand to Staff with directions.

Recommendation:

The Mayor and Staff recommend the Council adopt Resolution 14-32 reappointing Mr. Richard Allen to the Board of Directors for the Mosquito Abatement District-Davis.

RESOLUTION 14-32

A RESOLUTION REAPPOINTING RICHARD ALLEN TO THE BOARD OF DIRECTORS OF THE MOSQUITO ABATEMENT DISTRICT-DAVIS.

WHEREAS, pursuant to Section 2.08.070 of the Layton City Municipal Code, the Mayor is authorized to appoint a City official, City employee, or citizen to serve on certain boards; and

WHEREAS, the Mosquito Abatement District-Davis requires such an appointment; and

WHEREAS, Richard Allen is currently serving on the Board of the Mosquito Abatement District-Davis; and

WHEREAS, the Mayor has elected to reappoint Richard Allen to serve on the Board of the Mosquito Abatement District-Davis; and

WHEREAS, the term for service on that Board is two (2) years; and

WHEREAS, the City Council finds it to be in the best interest of the citizens to have Richard Allen serve on the Board of the Mosquito Abatement District-Davis.

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

1. That Richard Allen be appointed by the Mayor to serve for a term of two (2) years, on the Board of the Mosquito Abatement District-Davis.
2. That the City Council hereby affirms said appointment.
3. The City wishes to express its appreciation to Mr. Richard Allen for his prior service on the Board and his continued desire to serve in this public capacity.

PASSED AND ADOPTED by the City Council of Layton City, Utah, this 5th day of June, 2014.

ROBERT J STEVENSON, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder



GARY CRANE, City Attorney

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

Item Number: 5.B.

Subject:

Interlocal Agreement between Layton City and Davis County to Share Program Funds Provided by the 2014 Edward Byrne Memorial Joint Justice Assistance Grant Number 2014-H2834-UT-DJ - Resolution 14-33

Background:

Layton City and Davis County are submitting a joint application for the 2014 Edward Byrne Memorial Joint Justice Assistance Grant in the amount of \$16,221 of which Layton City's portion is \$14,600. The grant requires the governmental entities to enter into an interlocal agreement regarding the distribution and use of the Federal funds. The City will use its portion of the funds to purchase Global Surveillance in their interview rooms, Master Target and Reactive Target Systems, and 45 Trauma kits.

Alternatives:

Alternatives are to 1) Adopt Resolution 14-33 approving the interlocal agreement between Layton City and Davis County to share program funds provided by the 2014 Edward Byrne Memorial Joint Justice Assistance Grant Number 2014-H2834-UT-DJ; 2) Adopt Resolution 14-33 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 14-33 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 14-33 approving the interlocal agreement between Layton City and Davis County to share program funds provided by the 2014 Edward Byrne Memorial Joint Justice Assistance Grant Number 2014-H2834-UT-DJ and authorize the Mayor to execute the necessary documents.

RESOLUTION 14-33

**AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN LAYTON CITY AND DAVIS COUNTY, PERTAINING TO THE 2014
EDWARD BYRNE MEMORIAL JOINT JUSTICE ASSISTANCE GRANT NUMBER
2014-H2834-UT-DJ FUNDS**

WHEREAS, Layton City and Davis County are submitting a joint application for the allocated United States Department of Justice, 2014 Edward Byrne Memorial Joint Justice Assistance Grant Number 2014-H2834-UT-DJ funds in the amount of \$16,221.00; and

WHEREAS, Layton City has been designated as the administering agency for the grant funds allocation, and has met all of the requirements in regards to, public advertising of the proposed uses of the funds, E.E.O. regulations, auditing regulations; and

WHEREAS, the City Manager and Police Chief recommend the expenditure of the \$14,600.00 grant funds allocated as Layton City's share of the grant as proposed as being in the best interest of the public safety for Layton City; and

WHEREAS, the City Council of Layton City does hereby determine that it is in the best interest of the health, safety, and welfare of the citizens of Layton City for Layton City to enter into the Interlocal Agreement and to expend the grant funds as proposed;

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

1. That the execution of the Interlocal Agreement and expenditure of funds known as "2014 Byrne JAG" is hereby approved for the purposes set forth in Attachment "A", which is made a part hereof.
2. That the Mayor be authorized to execute said agreement.

PASSED AND ADOPTED by the City Council of Layton, Utah, this ____ day of _____, 20__.

ROBERT J STEVENSON, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:



GARY R. CRANE, City Attorney

DEPARTMENT DIRECTOR:



TERRY M. KEEFE, Chief of Police

ATTACHMENT A

AN INTERLOCAL AGREEMENT BETWEEN LAYTON CITY AND DAVIS COUNTY FOR THE PURPOSE OF DISTRIBUTING THE 2014 EDWARD BYRNE MEMORIAL JOINT JUSTICE ASSISTANCE GRANT NUMBER 2014-H2834-UT-DJ FUNDS

RECITALS

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, of the Utah Code Annotated 1953, as amended, in order to permit local governmental units to make the most efficient use of their powers to provide the benefit of economy of scale, authorizes public agencies of the State of Utah including counties and municipalities to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis any powers, privileges, and authority exercised or capable of exercise by such public agencies; and

WHEREAS, Layton City Corporation, a Utah municipal corporation, (hereinafter "Layton City"), and Davis County, a body politic and political subdivision of the State of Utah, (hereinafter "Davis County"), mutually desire to cooperate in applying and distributing grant proceeds described herein; and

WHEREAS, Layton City intends to make a joint application for the 2014 Edward Byrne Memorial Joint Justice Assistance Grant (hereinafter 2014 Byrne JAG) offered by the Office of Justice Programs, U.S. Department of Justice, on behalf of Layton City and Davis County; and

WHEREAS, Layton City and Davis County, (hereinafter jointly "Participants") anticipate a 2014 Byrne JAG joint application award amount of \$16,221.00, which amount the Participants intend to divide and distribute amongst themselves in the manner set forth in this agreement; and

WHEREAS, the Participants have negotiated the terms of this Agreement and determined that this Agreement is mutually beneficial to each Participant;

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the Participants hereto do hereby agree as follows:

**ARTICLE ONE
TERM**

1.01 This Agreement shall be effective for a term beginning October 1, 2013, and ending September 30, 2015.

**ARTICLE TWO
APPLICATION AND DIVISION OF 2014 BYRNE JAG PROCEEDS**

2.01 Layton City will: (a) make application for the 2014 Byrne JAG grant award on behalf of the Participants, (b) act as grant manager on behalf of the Participants, and (c) distribute 2014 Byrne JAG grant proceeds to the Participants in the manner set forth herein.

2.02 It is anticipated that the Participants will be awarded a 2014 Byrne JAG joint application award amount of \$16,221.00. Participants agree that Layton City shall manage the grant proceeds:

- 2.03 The Participants agree that Layton City shall distribute the joint application award amount amongst the Participants as follows:
- 2.03.1 **Layton City**: Layton City shall receive \$14,600.00 in 2014 Byrne JAG funds. Layton City agrees to: (a) use the \$14,600.00 to purchase Global Surveillance in their interview rooms, Master Target and Reactive Target Systems, and 45 Trauma kits.
- 2.03.2 **Davis County**: Davis County shall receive \$1,621.00 in 2014 Byrne JAG funds. Davis County agrees to: (a) use the \$1,621.00 to purchase Computer Hardware and HD Monitor for trial presentations.
- 2.04 All 2014 Byrne JAG funds distributed shall be expended by the Participants for the purposes described herein during the term of this Agreement.
- 2.05 In the event the Participants receive a 2014 Byrne JAG joint application award of a total or incremental amount equaling more or less than \$16,221.00, the 2014 Byrne JAG funds shall be distributed amongst the Participants on a pro-rata basis, in the same proportion and for the same purposes as described above.

ARTICLE THREE MISCELLANEOUS

- 3.01 **No Separate Entity**. It is the intent of the Participants that this Agreement not create a separate legal entity to provide for its administration. It shall be administered by the Executive of each of the Participants. Participants shall not jointly acquire, hold or dispose of real or personal property pursuant this Agreement, except as specifically set forth herein.
- 3.02 **Privileges and Immunity**. All privileges and immunities which surround the activities of governmental officers and employees shall continue in full force and effect.
- 3.03 **Amendment**. This Interlocal Agreement may be changed, modified or amended only by written agreement of the Participants, upon adoption of a resolution by each of the Participants when approved as to form by each respective entity's attorney, and upon meeting all other applicable requirements of the Interlocal Cooperation Act.
- 3.04 **Effective Date**. This Interlocal Agreement shall become effective immediately upon the execution of an appropriate resolution, if required by law, approving this Agreement by each of the Participants. Per section 11-13-209 of the Interlocal Cooperation Agreement Act provides that "a[n] agreement made under this chapter does not take effect until it is filed with the keeper of records of each of the public agencies that are parties to the agreement."
- 3.05 **Governing Law**. This Agreement shall be governed by the laws of the State of Utah.
- 3.06 **Entire Agreement**. This Agreement shall constitute the entire agreement between the Participants and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon any Participant except to the extent incorporated in this Agreement.
- 3.07 **Indemnification**. Each Participant to this Agreement agrees to hold harmless, defend and indemnify the other, for and against any negligent or wrongful acts committed by its officers, employees or

agents in relation to this Agreement.

3.08 No Third Party Beneficiaries. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

LAYTON CITY

Dated this _____ day of _____, 20____.

ATTEST:

ROBERT J STEVENSON, Mayor

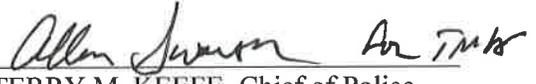
THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:

DEPARTMENT DIRECTOR:



For GARY R. CRANE, City Attorney



TERRY M. KEEFE, Chief of Police

DAVIS COUNTY

Dated this _____ day of _____, 20____.

COUNTY COMMISSIONER/Chairperson

ATTEST:

APPROVED AS TO FORM:

DAVIS COUNTY CLERK/Auditor

DAVIS COUNTY ATTORNEY/Deputy

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

Item Number: 5.C.

Subject:

Amend the Consolidated Fee Schedule - Ordinance 14-13

Background:

The City has consolidated most fees and charges into one place within the Municipal Code, which is adopted and amended by ordinance. The following changes are being proposed.

Sanitary Sewer Fees:

The North Davis Sewer District (the District) has adopted increased rates for all customers by \$3.00 per month with the exception of hotels and motels which will increase by \$1.20 per month per room. Charges for excess usage will also increase by \$0.30 per 1000 gallons. The City will pass these charges on to utility customers.

Alternatives:

Alternatives are to 1) Adopt Ordinance 14-13 amending the Consolidated Fee Schedule as proposed; 2) Adopt Ordinance 14-13 with any amendments the Council deems appropriate; or 3) Not adopt Ordinance 14-13 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Ordinance 14-13 amending the Consolidated Fee Schedule.

ORDINANCE 14-13

**AMENDING CHAPTER 15, TITLE 3 OF THE LAYTON MUNICIPAL CODE,
AMENDING FEES OF THE CONSOLIDATED FEE SCHEDULE.**

WHEREAS, Layton City charges various fees which are collected by different departments and divisions of the City; and

WHEREAS, these fees are collected to offset the expense of providing certain municipal services and to pay the cost of regulating certain businesses; and

WHEREAS, some additions and changes need to be made to the consolidated fee schedule; and

WHEREAS, the City Council of Layton City desires to change the amount of some of the fees; and

WHEREAS, the City Council of Layton City finds that the fees set forth herein are reasonable, and should be adopted.

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

SECTION I: Enactment. Chapter 15, Title 3 of the Layton Municipal Code is hereby amended as set forth in the Consolidated Fee Schedule of Layton City Corporation, as attached hereto and made a part of this ordinance as though set forth in full herein.

SECTION II: 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 III: Effective Date. This Ordinance shall become effective immediately upon passing hereof.

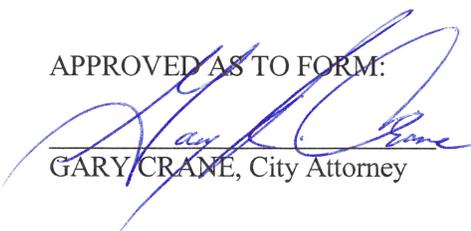
PASSED AND ADOPTED by the City Council of Layton, Utah, this **5th day of June, 2014.**

ROBERT J STEVENSON, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:



GARY CRANE, City Attorney

PREPARED BY:



TRACY PROBERT, Finance Director

Public Works: (continued)
Water & water service: (continued)

Connection fees (water lines):		
Main line cost recouping fee (based on property frontage)		\$22.50 per foot
West Layton area maximum for first connection only		\$1,700
Tapping fees:		
3/4" line		\$882 each
1" line		\$935 each
Service line extensions in excess of 32 feet:		
3/4" copper line		\$5.75 per lineal foot
1" copper line		\$6.25 per lineal foot
Tapping and service line extensions for lines larger than 1 inch shall be done and paid for by the owner or developer.		
Meter fees:		
5/8" x 3/4"		\$230 each
3/4"		\$245 each
1"		\$315 each
1 1/2"		\$585 each
2"		\$1,805 each
3"		\$2,000 each
4"		\$2,630 each
6"		\$4,125 each
8"		\$4,860 each

Construction water \$20

Fire line connection fee \$50 per diameter inch of line size

Water exaction fee in lieu of water shares:		
Residential		\$3,157 per acre-foot
Commercial:		
5/8" meter		\$2,683 each
5/8" X 3/4" meter		\$2,683 each
3/4" meter		\$4,025 each
1" meter		\$6,709 each
1-1/2" meter		\$13,417 each
2" meter		\$38,239 each
3" meter		\$64,403 each
4" meter		\$100,629 each
6" meter		\$228,093 each

Sanitary sewer service:

Residential user fee:	single family unit	\$20.45	17.45 per month
	multiple family units, 1st unit	\$20.45	17.45 per month
	plus each additional unit	\$20.45	17.45 per month
Trailer courts	1st unit	\$20.45	17.45 per month
	plus each additional unit	\$20.45	16.45 per month
Hotels, motels		\$8.18	6.98 per month per unit
Churches, schools, commercial and similar		\$20.45	17.45 per month
plus, for the months of October thru April -		\$1.35	1.05 per 1,000 gallons, or fraction thereof for water consumed in that month over 5,500 10,000 gallons, or
plus, for the months of May thru September -		\$1.35	1.05 per 1,000 gallons or fraction thereof for water consumed in the previous April over 5,500 10,000 gallons.

Connections approved and made to another city's line will be charged that city's fee and remitted according to the interlocal agreement.

Sanitary sewer service to customers outside the boundaries of the City will be charged double.

Connection fees (based on property frontage) \$18.00 per foot

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

Item Number: 5.D.

Subject:

Land Donation Agreement and Quit-Claim Deed From Joyce Wall McClurg for Installation of Improvements
- Resolution 14-37 - 2744 East Cherry Lane

Background:

The City intends to construct curb and gutter along portions of the south side of Cherry Lane in order to alleviate drainage issues caused by the road. The City owns all of the property necessary to add those improvements except an area of approximately 259 sq. ft. presently owned by Joyce Wall McClurg. Ms. McClurg has agreed to donate the property to the City in exchange for the installation of the improvements at City's expense.

Alternatives:

Alternatives are to 1) Adopt Resolution 14-37 approving the Land Donation Agreement and Quit-Claim Deed between Layton City and Joyce Wall McClurg for the installation of curb and gutter; 2) Adopt Resolution 14-37 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 14-37 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 14-37 approving the Land Donation Agreement and Quit-Claim Deed between Layton City and Joyce Wall McClurg for installation of curb and gutter.

RESOLUTION 14-37

A RESOLUTION APPROVING THE LAND DONATION AGREEMENT BETWEEN LAYTON CITY CORPORATION AND JOYCE WALL MCCLURG REGARDING PROPERTY DONATED IN EXCHANGE FOR IMPROVEMENTS ALONG CHERRY LANE; ALSO ACCEPTING A QUIT-CLAIM DEED FOR THE DONATED PROPERTY

WHEREAS, Layton City intends to construct curb and gutter along the south side of Cherry Lane in Layton, Utah; and

WHEREAS, in order to build the curb and gutter, the City will need to acquire approximately 259 sq. ft. of property along the south side of Cherry Lane ("donated property"), which is presently owned by Joyce Wall McClurg; and

WHEREAS, Ms. McClurg is willing to donate the necessary land to the City in exchange for the planned improvements, and has signed a Land Donation Agreement and Quit-Claim Deed regarding the donated property; and

WHEREAS, the City Council determines it to be in the best interest of Layton City to approve the Land Donation Agreement and accept the Quit-Claim Deed:

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

1. That the Council approves the Land Donation Agreement between Layton City Corporation and Joyce S. McClurg, which is attached hereto and incorporated herein by this reference.
2. That the Council approves and accepts the Quit-Claim Deed from Joyce S. Wall to the City for the donated property, which is attached hereto and incorporated herein by this reference.
3. That the Council authorizes the Mayor to sign the necessary documents.

PASSED AND ADOPTED by the City Council of Layton, Utah, this **5th day of June, 2014**.

ROBERT J STEVENSON, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:



GARY R. CRANE, City Attorney

LAND DONATION AGREEMENT

Recipient: Layton City Corporation, a municipal corporation
437 North Wasatch Drive
Layton, Utah 84041

Donor: Joyce S. McClurg
2744 East Cherry Lane
Layton, UT 84040

The parcel of real property that is the subject of this Agreement is situated in Layton City, Davis County, State of Utah and is located at approximately 2744 East and Cherry Lane, in Layton City, Utah, and more particularly described on the attached Exhibit "A", which is attached hereto and incorporated herein by this reference.

WHEREAS, Layton City (hereinafter "CITY") proposes to construct a curb and gutter on the south side of Cherry Lane near Highway 89; and

WHEREAS, Joyce S. McClurg, (hereinafter "DONOR"), owns property that will be directly affected by the widening and improvements; and

WHEREAS, DONOR desires to donate certain property to Layton City for use by the City as a right-of-way for curb and gutter; and

WHEREAS, DONOR agrees to donate approximately 259.45 square feet of DONOR's property for the uses specified.

THE PARTIES AGREE AS FOLLOWS:

1. **Valuation of Donation:** The value of this donation shall be established by the Donor.
2. **Deed:** A Quit Claim Deed shall be made out to the CITY with title vested as follows:

LAYTON CITY CORPORATION, a municipal corporation

Title shall be subject to current taxes and restrictions, reservation, easements, rights of way, covenants, conditions, restrictions, liens, and encumbrances of record or apparent on the property.

3. **Title Approval:** CITY agrees to acquire, at CITY's option, an owner's standard title policy to CITY for the amount of sale with the usual exceptions, or an abstract extending down to the date of the deed showing good marketable title in DONOR. CITY shall have a reasonable time to examine the title report before delivery of the deed. Acceptance of the property shall be subject to the approval of the preliminary title report by both parties.

CITY shall pay for the title insurance policy.

4. **Closing Date:** This transaction shall close and the deed or contract be delivered on or before June 6, 2014, and possession shall be on or before closing date.

5. **Approval:** This donation requires acceptance by the Layton City Council by Resolution. All documents are to have the approval of the City Attorney's Office.

6. **Prorations:** Taxes and assessments shall be prorated as of the date of closing based upon the latest figures available.

7. **Expenses:** Closing expenses shall be paid by the CITY.

8. **Default:** If CITY refuses to proceed with the transaction and complete the contract according to its terms and condition, DONOR shall retain title and recover any actual damage done to the real property. The acceptance thereof by DONOR under this clause shall abdicate and obviate the right of DONOR to further pursue and enforce this contract and to seek and recover further damages, if any, on account of such failure.

9. **Special Provisions:** The CITY agrees to improve the above property with curb and gutter at the CITY's expense. The curb and gutter shall be built to tie in to the existing grade.

DONOR agrees that the CITY may remove any fencing necessary for the construction of the curb and gutter. The CITY shall, at its own expense, erect the same or similar fencing on or near the new property line to replace or reconstruct any fencing taken down pursuant to this agreement.

The CITY may access, occupy, and use DONOR's property to construct the curb and gutter. Upon completion of the curb and gutter, the CITY shall restore DONOR's property to the same or substantially similar condition, except as otherwise specified in this agreement.

10. **Representations:** CITY declares that the property has been personally inspected and the same is being purchased upon personal examination and judgment and not through any representation made by DONOR or DONOR's agent, as to its location, value, future value or zoning.

11. **Attorney's Fees:** If either party fails to comply with the terms of this agreement, said party shall pay all expenses of enforcing the agreement, or any right arising out of the breach thereof, including reasonable attorney's fees.

12. **Entire Agreement:** The terms of this agreement constitute the entire preliminary contract between the parties, and any modifications must be in writing and signed by both parties.

This is a legally binding document. If not understood, seek competent advice.

DATED this 22nd day of May, 20 14.

EXHIBIT "A"

Legal description for a right-of-way acquisition, encompassed within Parcel 09-088-0080 (Wall, Joyce S.):

Part of the Southeast Quarter of Section 14, Township 4 North, Range 1 West of the Salt Lake Meridian, Layton City, Davis County, Utah, more particularly described as follows:

Commencing at the East Corner of said Section 14; thence S 00°11'20" W 311.88 feet; thence N 89°28'00" W 842.24 feet to the point of beginning. Said point being on the boundary line of Wall property;

Thence along the East boundary line of parcel #5 of said Wall property S 00°11'20" W 2.14 feet; thence along the South boundary of the proposed Cherry Lane right-of-way the following two (2) courses: S 83°01'40" W 36.92 feet and 69.89 feet along a 420.5 foot curve to the right, Long Chord bears S 85°13'28" W 69.81 feet; thence along the North boundary of said Wall property the following two (2) courses: N 79°25'26" E 7.91 feet and N 83°38'00" E 99.06 feet to the point of beginning.

Contains: 259.45 sq. ft. (0.005 ac).

Mail filed copy to:

Layton City Corporation
437 North Wasatch Drive
Layton, Utah 84041

QUIT-CLAIM DEED

JOYCE S. WALL, GRANTOR, of 2744 East Cherry Lane, Layton, County of Davis, State of Utah, hereby **QUIT-CLAIM** to LAYTON CITY CORPORATION, GRANTEE, of 437 North Wasatch Drive, Layton, County of Davis, State of Utah, for the sum of Ten Dollars (\$10.00) and/or other valuable consideration, the following described tract of land in Davis County, State of Utah:

Any interest in the following described property:

Part of the Southeast Quarter of Section 14, Township 4 North, Range 1 West of the Salt Lake Meridian, Layton City, Davis County, Utah, more particularly described as follows:

Commencing at the East Corner of said Section 14; thence S 00°11'20" W 311.88 feet; thence N 89°28'00" W 842.24 feet to the point of beginning. Said point being on the boundary line of Wall property;

Thence along the East boundary line of parcel #5 of said Wall property S 00°11'20" W 2.14 feet; thence along the South boundary of the proposed Cherry Lane right-of-way the following two (2) courses: S 83°01'40" W 36.92 feet and 69.89 feet along a 420.5 foot curve to the right, Long Chord bears S 85°13'28" W 69.81 feet; thence along the North boundary of said Wall property the following two (2) courses: N 79°25'26" E 7.91 feet and N 83°38'00" E 99.06 feet to the point of beginning.

Contains: 259.45 sq. ft. (0.005 ac).

ENCOMPASSED WITHIN PARCEL NO(S). 09-088-0080

WITNESS the hand of said Grantor(s), this _____ day of _____, 2014.

GRANTOR

JOYCE S. WALL

APPROVED AS TO FORM
BY _____

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2014, personally appeared before me JOYCE S. WALL, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

NOTARY PUBLIC

The Quit-Claim Deed signed by JOYCE S. WALL, dated the _____ day of _____, 2014, has been accepted by Layton City on the _____ day of _____, 2014.

ROBERT J STEVENSON, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2014, personally appeared before me ROBERT J STEVENSON, who duly acknowledged to me that he is the MAYOR of LAYTON CITY, and that the document was signed by him in behalf of said corporation, and ROBERT J STEVENSON acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

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

Item Number: 5.E.

Subject:

Final Plat Approval – Kennington Parkway Subdivision Phase 2 – Approximately 1575 West Layton Parkway

Background:

The applicant, Castle Creek Homes, is requesting final plat approval for the proposed Phase 2 of the subdivision to be developed on 18.241 acres of vacant land. Similar residentially zoned subdivisions are to the south, east and north; agricultural property is to the west.

The proposed final plat consists of 43 lots with each meeting the area requirements of the lot averaged R-S residential zone. The frontage of each lot meets the frontage requirements of the lot averaged R-S zone.

Alternatives:

Alternatives are to 1) Grant final plat approval to Kennington Parkway Subdivision Phase 2 subject to meeting all Staff requirements as outlined in Staff memorandums; or 2) Deny granting final plat approval.

Recommendation:

On May 13, 2014, the Planning Commission unanimously recommended the Council grant final plat approval to Kennington Parkway Subdivision Phase 2 subject to meeting all Staff requirements as outlined in Staff memorandums.

Staff supports the recommendation of the Planning Commission.



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

Staff Report

To: City Council

From: Kem Weaver, Planner II

Date: June 5, 2014

Re: Kennington Parkway Subdivision Phase 2 Final Plat

Location: Approximately 1575 West Layton Parkway

Zoning: R-S (Residential Suburban)

Background: On March 12, 2013, the Planning Commission approved the preliminary plat for Kennington Parkway Subdivision. Phase 1 of the subdivision is complete and homes are under construction. The applicant, Castle Creek Homes, is requesting final plat approval for Phase 2. The proposed phase is located on the western half of the preliminary subdivision plat with frontage on 1700 West and Layton Parkway.

Phase 2 will consist of 43 lot averaged lots on 18.241 acres, creating a density of 2.36 units per acre. All proposed lots meet the R-S lot averaged zoning requirements with regards to area and frontage.

The developer is required to participate with Layton City in the cost of installing the required 8-foot masonry wall as part of the landscape buffer on Layton Parkway. The landscaping for the landscape buffer will be at the cost of the developer and is required to be maintained by a homeowners association. The wall is to be maintained by the City.

Staff Recommendation:

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

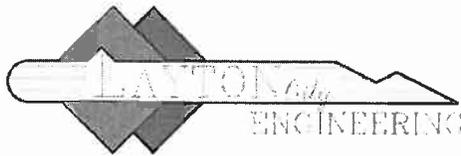
Engineering

Planning

Fire

Planning Commission Action: On May 13, 2014, the Planning Commission voted unanimously to recommend the Council grant final plat approval subject to meeting all Staff requirements.

The Commission asked for public comment. Joy Petro voiced a concern about irrigation for the farmers in this area due to an irrigation box on the corner of the development at 1700 West and Layton Parkway. Staff clarified that the irrigation service to adjacent farm land will be maintained, and this has been taken into account with the design of this subdivision.



MEMORANDUM

TO: Chris Cave; ccave@reeve-assoc.com
Bryce Thurgood; brycethurgood@msn.com

FROM: Shannon Hansen, Staff Engineer

CC: Fire Department and Community Planning and Development Department

DATE: April 17, 2014

RE: **Kennington Parkway Phase 2, Final Plans (2nd Submittal)**

I have reviewed the dedication plat and construction drawings submitted on April 3, 2014 for the proposed Kennington Parkway Subdivision Phase 2, located at approximately 1575 West Layton Parkway. The plans have been stamped "APPROVED AS CORRECTED." The following items will need to be addressed prior to scheduling a pre-construction meeting.

- **Bonding** - A cost estimate from a contractor will need to be submitted for review. The bond will need to include an estimate per lineal foot of vinyl fence along Layton Parkway.
- **Lighting** – The developer will be required to pay a total of \$55,500 prior to the pre-construction meeting for this phase's required street lights. This fee includes the installation costs for the lights which will be installed by the City's contractor. The city will be responsible for the cost difference between the SL-04 and SL-01 lights and light poles installed on Layton Parkway (\$1,770.00 per light). The developer required amount above includes these cost reductions. These lighting costs are estimates only. The Developer will be required to pay for the actual costs incurred by the City. The lighting fee may be reduced to \$48,668.00 if the developer's contractor installs the conduit in Layton Parkway at a location approved by our lighting contractor.
- An on-site location will need to be provided for the construction of the masonry wall.
- A letter of approval from Kays Creek Irrigation for the pressurized secondary water system will need to be submitted.
- An electronic file of the drawings in AutoCAD format will need to be submitted.
- Based on the lot configuration seen in the dedication plat, the water exaction required for Phase 2 is 32 acre feet.

The following three companies have water shares acceptable to Layton City:

Kays Creek Irrigation (A or B stock) (3 acre feet = 1 share)

Holmes Creek Irrigation (3 acre feet = 1 share)

Davis & Weber Canal Company (6 acre feet = 1 share)

Each company can tell you a price per share and verify the amount of acre-feet of water included in a share or partial share.

- An electronic file of the drawings in AutoCAD format will need to be submitted.
- 6 sets of drawings with the following corrections that have been stamped and signed by a PE will need to be submitted.

- An electronic PDF and paper copy of the construction plans on 11x17 sheets will need to be submitted for submittal to the Utah Division of Drinking Water and will need to include a “water/sewer crossing table”. See Section 4 – Culinary Water Section item VII (F) located at <http://laytoncity.org/public/Depts/PubWorks/downloads.aspx>
- A Notice of Intent (NOI) from the State of Utah, Department of Environmental Quality, Division of Water Quality will need to be submitted before scheduling a preconstruction meeting. The NOI may be obtained via the Internet at <Http://waterquality.utah.gov>. (Click on the heading “Online Construction Stormwater Permit Issuance System” and follow the instructions). The existing NOI can be updated with the new phase by calling the state to update the acreage.

Dedication Plat –

1. One of the two sheets will need to be indicated as Page 2 of 2. Both are currently labeled as Page 1 of 2.
2. The point of beginning will need to be labeled
3. The east and west dimensions for lots 216 and 217 are incorrect. For example, the west line of lot 217 is 74.00’ while the east line is 84’. These distances should be the same.
4. The PUE indicated on lots can be adjusted to 7’ along the front and 10’ total on the sides with a minimum of 3’ on one side. The rear lot of 10’ meets our standard.
5. The Rocky Mountain power easement through the west portion of the property will need to be added.
6. The street labels for 1700 West and Layton Parkway will need to be shifted to be within the subdivision boundary to ensure the property is dedicated as street right of way.

Layton Parkway Plan and Profile – Sheet 3 of 13 –

1. The inlet box on the south side of Layton Parkway near station 20+55.52 will need to be added to the plan. The existing storm drain line along the lip of curb on the south side east of the box and continuing onto sheet 4 will need to be removed.

Layton Parkway Plan and Profile – Sheet 4 of 13 –

1. The inlet box on the south side of Layton Parkway near station 27+02.97 will need to be added to the plan. The Robert’s Farm Phase 6 development installed the box and 30’ of 15” storm drain pipe to the north edge of asphalt. 15” pipe will need to be installed from the end of the 15” and connect to the existing manhole at Station 27+02.97.
2. There is a low spot at the asphalt seam between Phases 5 and 6 of Robert’s Farm. The City would like to coordinate with the developer’s contractor to mill and overlay approximately 50’ of asphalt at this location to repair the problem. This will need to be noted on the plan.

725 South Plan and Profile – Sheet 8 of 13 –

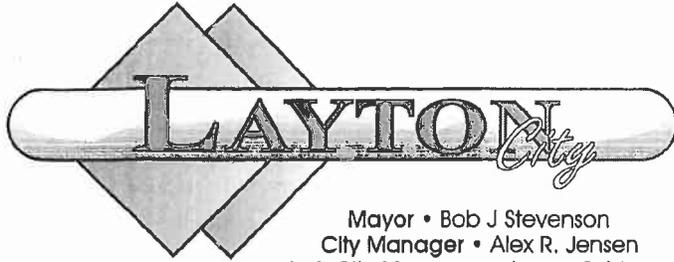
1. In order to completely fix problems caused by the curb and gutter installed incorrectly with Phase 1, 80’ of curb and gutter on the north side of 725 South will need to be removed and replaced at the approved slope. The full street width of asphalt and roadbase will need to be removed and replaced. This will need to be shown on the plan. The City would prefer that this repair be completed with this phase to reduce the number of seams in the asphalt.

1575 West Plan and Profile – Sheet 9 of 13 –

1. A vertical curve will need to be added at the intersection with 650 South where the grade changes from 2.03% to 0.87%.
2. The vertical curve at the north boundary line extends into the existing curb and gutter. The existing curb and gutter and inlet boxes may need to be adjusted and the existing asphalt may need to be removed and replaced to address the new elevations.

General Notes –

1. The 15-inch storm drain crossings will need to be raised to the minimum depth of 3' to avoid conflicts with the culinary water.
2. The City will prepare a preliminary payback agreement for the eligible reimbursement costs associated with the construction of Layton Parkway.



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

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

MEMORANDUM

TO: Community Development, Attention: Julie Matthews

FROM: Douglas K. Bitton, Fire Prevention Specialist

RE: Kennington Parkway Subdivision Phase II @ 1700 West Layton Parkway

CC: 1) Engineering
2) Chris Cave, ccave@reeve-assoc.com
3) Bryce Thurgood, brycethurgood@msn.com

DATE: March 13, 2014

I have reviewed the final site plan submitted on March 6, 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 1,000 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. Provide documentation that the fire flow has been confirmed through the Layton City Engineering Division, Water Model.
2. Fire hydrants and access roads shall be installed prior to construction of any buildings. All hydrants shall be placed with the 4 1/2" connection facing the point of access for Fire Department Apparatus. Provide written assurance that this will be met. The proposed hydrants appear to be acceptable.
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 available 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.

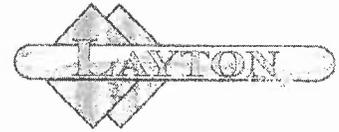


4. All fire apparatus access roads shall be a minimum all-weather, driveable and maintainable surface. There shall be a minimum clear and unobstructed width of not less than 26 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches. Dead-end roads created in excess of 150 feet in length shall be provided with an approved turn-around.
5. A submittal of final approved site plan is required in a PDF format addressed to dbitton@laytoncity.org.

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.

DKB\Kennington Parkway.kn
Plan # S14-028, District #42
Project Tracker #LAY 1403061432





Memorandum

To: Planning Commission
From: Scott Carter, Parks Planner
Date: March 17, 2014
Re: Kennington Parkway Subdivision, Phase 2 Final – 1700 West & Layton Parkway

The Parks & Recreation Department will not be negatively impacted by the proposed Kennington Parkway Subdivision Phase 2, located at approximately 1700 West & Layton Parkway.

We remind the developers there should be dedicated water connections provided to the arterial street buffer. The plants specified for the street buffer appear to be reasonable choices with a few qualifications. The clear view triangle at the intersection of Layton Parkway and 1700 West is to have a 50 foot dimension along the back of the curbs. Trees and shrubs in this area are to leave a view area between two and six feet in height. The Karl Foerester Grass and the Totem Blue Spruce will pose a problem in leaving the view space open. The boulders in that area will also be limited to two feet in height. The Columnar Hornbeams shown under the power lines may reach a height of 30 feet. This may not meet the specifications of Rocky Mountain Power; therefore they should be consulted prior to planting. The buffer is to be maintained by a Homeowners Association.

Recommendation

Parks & Recreation supports granting final approval to the proposed Kennington Parkway Subdivision Phase 2.

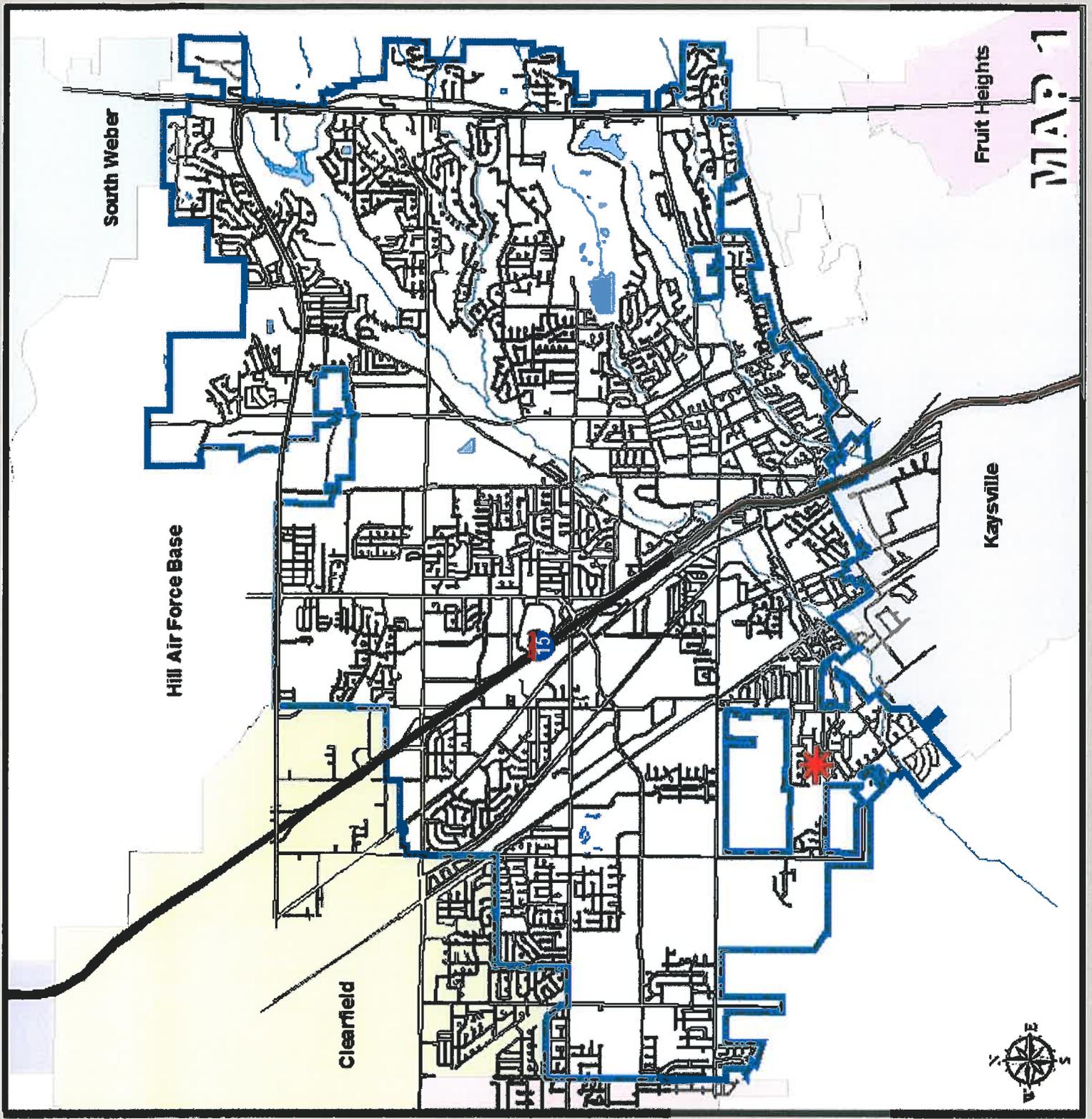
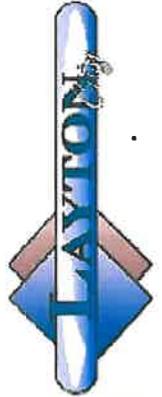
CITY COUNCIL

June 5, 2014

Kennington Parkway Phase 2 Final Plat

Legend

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



MAP 1

CITY COUNCIL

June 5, 2014

Kennington Parkway Phase 2 Final Plat

Legend

Centerlines

City Boundary

Interstate 15

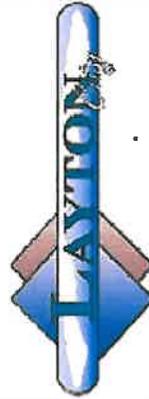
Highways

Lakes

Streams

Project Area

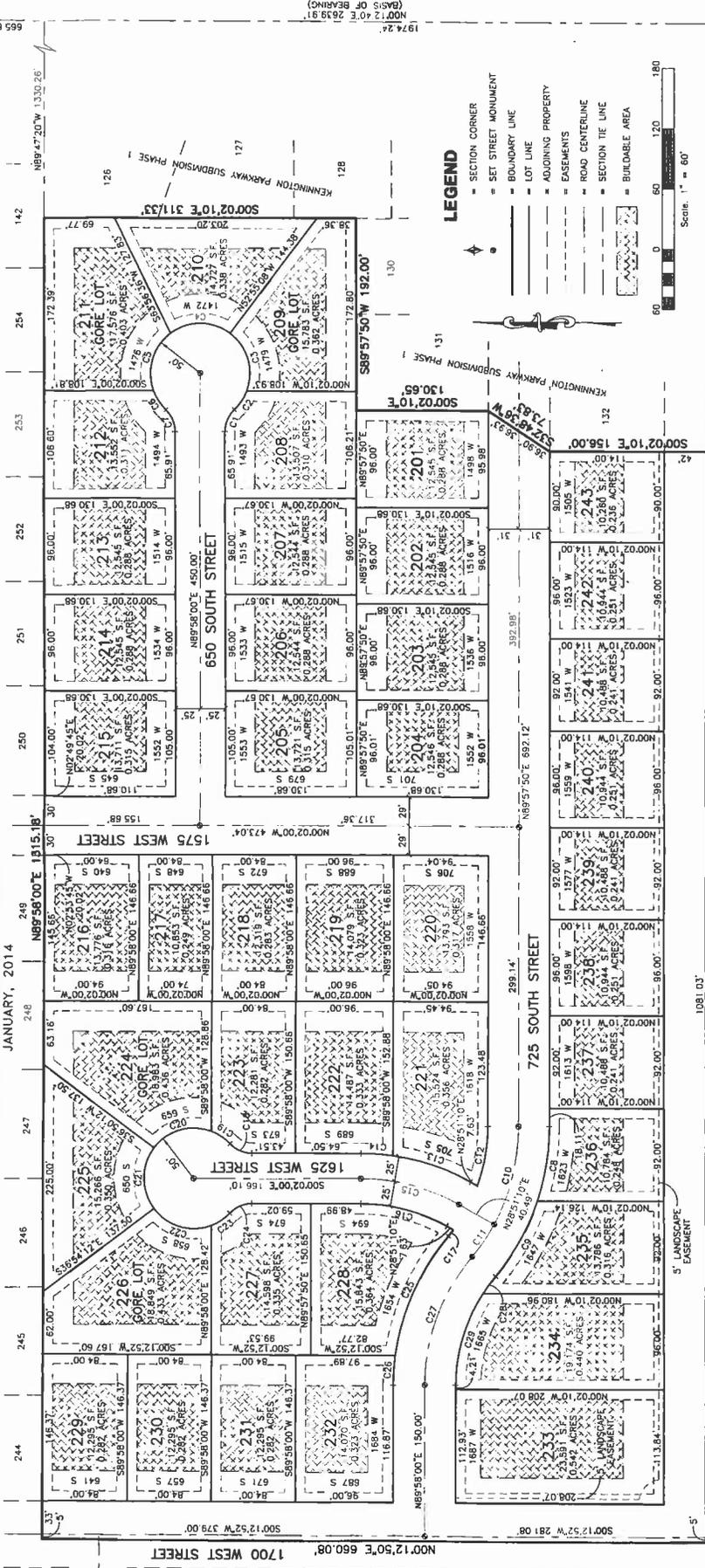
1 inch = 549 feet



MAP 2

KENNINGTON PARKWAY SUBDIVISION PHASE 2

PART OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
LAYTON CITY, DAVIS COUNTY, UTAH
JANUARY, 2014



LEGEND

- SECTION CORNER
- SET STREET MONUMENT
- BOUNDARY LINE
- LOT LINE
- ADJOINING PROPERTY
- EASEMENTS
- ROAD CENTERLINE
- SECTION TIE LINE
- BUILDABLE AREA



SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY FOUND DAVIS COUNTY MONUMENT

PROJECT INFORMATION

Project Name: KENNINGTON PARKWAY SUBD. PH. 2
 Surveyor: R. HOGZ
 Designer: N. ANDERSON
 Date: 01-29-14

DAVIS COUNTY RECORDER

ENTRY NO. FILED FOR RECORD AND RECORDED. BOOK NO. OF THE OFFICIAL RECORDS. PAGE

RECORDED FOR:

DAVIS COUNTY RECORDER DEPUTY



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

Item Number: 5.F.

Subject:

Off-Premise Beer Retailer License – ARS Fresno, LLC – 1724 West Antelope Drive

Background:

Shannon Mann, the Manager of ARS Fresno, LLC, is requesting an off-premise beer retailer license. Section 5.16.100 of the Layton City Code regulates beer retailer licenses with the following location criteria.

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

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

The attached map illustrates the 200-foot buffer circle and 600-foot buffer circle. Currently there are no parks, schools, libraries or churches within the 200-foot or 600-foot distances to the ARS Fresno, LLC. The location meets the location criteria and a copy of the criminal background check on Shannon Mann has been submitted to the Police Department for review and has been approved.

Alternatives:

Alternatives are to 1) Approve the off-premise beer retailer license for ARS Fresno, LLC; or 2) Deny the request.

Recommendation:

Staff recommends the Council approve the off-premise beer retailer license for ARS Fresno, LLC.



ARS Fresno, LLC
DBA: ARS # 643
1724 W. Antelope Drive



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

Item Number: 5.G.

Subject:

Community Development Block Grant Support for the Davis School District Construction of One Home - Resolution 14-35 - 798 South Angel Street

Background:

Staff has been working with the Davis School District to provide houses to low to moderate income home buyers. The City participates by purchasing lots for the Davis School District to build homes on and by providing other related construction supportive costs. The City will also assist in finding low to moderate income homebuyers for the homes. To date, the City has provided five lots to the Davis School District with all five houses completed and sold.

Through the attached Grant Agreement and Warranty Deed, the City will provide one more building lot to the Davis School District. Layton City purchased the lot using Community Development Block Grant (CDBG) funds, which are budgeted in the CDBG 2013-14 Annual Action Plan.

Alternatives:

Alternatives are to 1) Adopt Resolution 14-35 and enter into the Grant Agreement and Warranty Deed with the Davis School District; 2) Adopt Resolution 14-35 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 14-35 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 14-35 and enter into the Grant Agreement and Warranty Deed with the Davis School District.

RESOLUTION 14-35

A RESOLUTION ADOPTING AND APPROVING AN AGREEMENT AND WARRANTY DEED WITH THE DAVIS SCHOOL DISTRICT.

WHEREAS, Layton City and the Davis School District are desirous to construct one (1) home for a low to moderate income family; and

WHEREAS, The City will provide a building lot, purchased using Community Development Block Grant funds, to the Davis School District for the construction of a home and other qualifying activities; and

WHEREAS, The City will assist in finding a low to moderate income home buyer to purchase the completed home; and

WHEREAS, The City desires to enter into an agreement and grant a warranty deed to accomplish this purpose; and

WHEREAS, The City Council of Layton City finds it to be in the best interest of the City to enter into such agreement and deed.

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

1. That the City will enter into the agreement entitled "GRANT AGREEMENT," which agreement is attached hereto and incorporated by this reference.
2. That the City grants to the Davis School District, by warranty deed, the property located at 798 South Angel Street and described in the warranty deed, which deed is attached hereto and incorporated by this reference.
3. This agreement and deed between the Davis School District and Layton City are adopted and approved.
3. The Mayor is hereby authorized to execute the necessary documents.

PASSED AND ADOPTED by the City Council of Layton, Utah this 5th day of June, 2014.

ATTEST:

THIEDA WELLMAN, City Recorder

ROBERT J STEVENSON, Mayor

APPROVED AS TO FORM:

SUBMITTING DEPARTMENT:

Gary Crane

for GARY CRANE, City Attorney

William T. Wright

WILLIAM T. WRIGHT, Director
Community and Economic Development

WARRANTY DEED

LAYTON CITY CORPORATION, GRANTOR, of 437 North Wasatch Drive, City of Layton, County of Davis, State of Utah, hereby **CONVEYS** and **WARRANTS** to The Board of Education of the Davis School District, of 70 East 1000 North, City of Farmington, County of Davis, State of Utah, for the sum of Ten Dollars (\$10.00) and/or other valuable consideration, the following described tract(s) of land in Davis County, State of Utah:

Legal Description as recorded with the Davis County, Utah Recorder's Office:

Lot 802, ROBERTS FARMS NO. 8, in the City of Layton, Davis County, according to the Official Plat thereof, recorded in the Office of the Davis County Recorder, Davis County, Utah.

PARCEL NO. 11-727-0802

WITNESS, the hands of said Grantors, this _____ day of _____, 2014.

GRANTOR:

ROBERT J STEVENSON, Mayor

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this _____ day of _____, 2014, personally appeared before me ROBERT J STEVENSON, who duly acknowledged to me that he is the MAYOR of LAYTON CITY, and who duly acknowledged to me that he is the owner of the above noted property, and that the document was signed by him in behalf of said corporation, and ROBERT J STEVENSON acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:

Gary Crane

GARY CRANE, City Attorney

The WARRANTY DEED signed by ROBERT J STEVENSON dated the ____ day of _____, 2014, has been accepted by The Board of Education of the Davis School District on the ____ day of _____, 2014.

MARIAN STOREY

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2014, personally appeared before me MARIAN STOREY, who duly acknowledged to me that she is the PRESIDENT OF THE DAVIS SCHOOL BOARD, and that the document was signed by him in behalf of said corporation, and MARIAN STOREY acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

The WARRANTY DEED signed by ROBERT J STEVENSON dated the ____ day of _____, 2014, has been accepted by The Board of Education of the Davis School District on the ____ day of _____, 2014.

CRAIG CARTER

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2014, personally appeared before me CRAIG CARTER, who duly acknowledged to me that he is the BUSINESS ADMINISTRATOR OF THE DAVIS SCHOOL DISTRICT, and that the document was signed by him in behalf of said corporation, and CRAIG CARTER acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

GRANT AGREEMENT

CONTRACT PARTIES: This Agreement is made by and between **LAYTON CITY CORPORATION**, a municipal corporation of the State of Utah, hereinafter "City", and the **DAVIS SCHOOL DISTRICT**, a local government district hereinafter "SUBRECIPIENT."

WHEREAS, the parties are desirous of entering into an agreement for the City to provide a building lot that was purchased using certain grant monies to the SUBRECIPIENT so that one house can be constructed;

NOW, THEREFORE, in consideration of the mutual promises and considerations set forth below, the parties agree to the following:

TERMS

1. PURPOSE: To provide one building lot for the construction of one affordable home.
2. CONTRACT TERM: The term of this Agreement shall run from the date of this Agreement to June 30, 2015.
3. SCOPE OF SERVICES: SUBRECIPIENT shall provide those services and allocate funds accordingly as set forth in Exhibit "A", which is attached hereto and by this reference incorporated herein.
4. ACTIVITIES FUNDED: The City shall, from its Community Development Block Grant (hereinafter "CDBG") funding, provide a building lot to the SUBRECIPIENT, which was purchased using CDBG funding, for the services described in Exhibit "A", Scope of Services.
5. BUDGET: The City shall provide one building lot for services as contemplated by the terms of this Agreement. The basis for said compensation is set forth in Exhibit "B" which is attached hereto and by this reference incorporated herein. Nothing herein shall require the City to use any other funding source other than CDBG funds, to satisfy its commitment under this Agreement.
6. ADMINISTRATIVE REPRESENTATIVE: The designated representatives of the parties for purposes of administering this Agreement shall be:

CITY: Community Development Block Grant Administrator
Department of Community and Economic Development
437 N. Wasatch Dr.
Layton, UT 84041

SUBGRANTEE: Assistant Superintendent
Davis School District
45 East State Street
Farmington, UT. 84025
7. STATEMENTS: The SUBRECIPIENT shall submit a report to the Department of Community Development every six (6) months showing their progress. The first report shall be submitted six (6) months from the date of this Agreement.
8. VERIFICATION OF SERVICES: The SUBRECIPIENT shall maintain thorough records of all business transactions and shall give City and United States Department of Housing and Urban

Development (hereinafter "HUD"), through any authorized representatives, access to and the right to examine all records, books, papers or documents to all SUBRECIPIENT operations funded in whole or in part under this Agreement. The right to verify, inspect and examine all records as described herein shall extend for a period of five (5) years following the termination of this Agreement.

9. INFORMATION: Subject to all Federal, State and local laws, ordinances and regulations, the City and HUD shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, materials, or other information prepared under or in conjunction with this Agreement.

10. REPORTS: On or before the 31st day of July of each year, terminating July 31, 2015, SUBRECIPIENT shall submit to the City a yearly report on project performance on forms acceptable to the City.

11. AUDIT: SUBRECIPIENT shall provide the City with a copy of a financial audit of the program funded under this Agreement immediately upon availability. Said audit shall be prepared by a qualified auditor who is licensed as a certified public accountant.

12. CONFLICT OF INTEREST: SUBRECIPIENT shall establish safeguards to prohibit its employees, board members, advisors and agents from using positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties. SUBRECIPIENT shall disclose to the City any conflict of interest or potential conflict of interest described above, immediately upon discovery of such conflict.

13. ETHICAL STANDARDS: SUBRECIPIENT represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance.

14. INDEPENDENT CONTRACTOR: For the purpose of this Agreement, it is understood that the parties are independent contractors and no employee or agent of the respective parties is, for any purpose of this Agreement, an employee or agent of the other.

15. INDEMNIFICATION: SUBRECIPIENT agrees and covenants to indemnify and hold the City, its officers, employees and agents, harmless of and from any and all claims of loss, damages or injury sustained by any person or damage or injury sustained by any person or damage to property and all expenses, including reasonable attorney's fees incurred or thereby arising from the performance of the SUBRECIPIENT's principals, staff, agents, contractors or employees under the provisions of this Agreement. SUBRECIPIENT agrees that said indemnification shall extend to any claim asserted against City, its officers, employees and agents, by HUD as a result of this Agreement or the grant made pursuant hereto, regardless of the fault or non-fault of SUBRECIPIENT in connection with such claim. The foregoing notwithstanding, the Indemnitor shall not be obligated to indemnify the Indemnitee for any damages which are caused by or result from the fault of Indemnitee or its agents, officers or employees.

16. FEDERAL REGULATIONS: The SUBRECIPIENT shall administer this Agreement in compliance with all applicable federal, Utah State, and Layton City Corporation laws, ordinances, and

regulations, or their successors or replacements, including but not limited to the following federal regulations, or their successors or replacements, which are incorporated herein by reference:

- a. 570.601 Public Law 88-353 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.
 - (a) The following requirements apply according to sections 104(b) and 107 of the Act:
 - (1) Public Law 880352, which is title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d *et seq.*), and implementing regulations in 24 CFR part 1.
 - (2) Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620).
 - (b) Executive Order 11063, as amended by Executive Order 12259 (3CFR, 1959-1963Comp., p. 652; 3 CFR, 1980 Comp., p. 307)(Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, also apply.
- b. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto [24 CFR Section 570.601 and 570.602];
- c. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60 (Equal Opportunity in Employment);
- d. The Age Discrimination Act of 1975, as amended, [Pub. L. 94-135] and implementing regulations when published for effect [24 CFR Part 146];
- e. Section 504 of the Rehabilitation Act of 1973 [Pub. L. 93-112], as amended and implementing regulations when published for effect [24 CFR Part 8];
- f. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing, regulations at 24 CFR Part 10 and 24 CFR Part 570.606;
- g. The labor standards requirements as set forth in 24 CFR 570.603 and HUD regulations issued to implement such requirements;
- h. Executive Order 11988 relating to the evaluation of flood hazards and executive Order 11288 relating to the prevention, control, and abatement of water pollution;
- i. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 and the regulations in 44 CFR parts 59 through 79 apply to funds provided under part 570.605;
- j. The requirements and standards of OMB Circular No. A-122, *Cost principles for Educational Institutions*, as applicable, and OMB Circular A-133, *Audits of Institutions of higher Education and Other Nonprofit Institutions*, (as set forth in 24 CFR part 45). Audits shall be conducted annually. The provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations*) or the related CDBG provision, as specified in this paragraph;
- k. The lead-based paint requirements of 24 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act [42 USC 4801, *et seq.*]. The SUBRECIPIENT shall

comply with said regulations, including providing every property owner or tenant of projects, which the SUBRECIPIENT funds, with a copy of the HUD issued form entitled *Protect Your Family from Lead in Your Home* and a copy of *Disclosure of information on Lead-Based paint and Lead-Based paint Hazards*. See also 24 CFR 570.608;

- l. No CDBG funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed [24 CFR Part 87];
- m. Limitations and conditions on the use of CDBG funds by religious organizations [24CFR 570.503(b)(6) and 24 CFR 570.200(j)];
- n. The prohibition of use of debarred, suspended or ineligible contractors or sub-recipients in any contract [24 CFR 570.609];
- o. Compliance with mandatory energy efficiency standards and policies in State energy conservation plan issued in compliance with the Energy Policy and Conservation Act [Pub. L. 94-163][24 CFR 85-36(I)(13). See also 24 CFR Part 39];
- p. Where asbestos is present in property undergoing rehabilitation, federal requirements apply regarding worker exposure, abatement procedures and disposal. See Notice CPD-90-44 for further details;
- q. Provisions regarding the reversion of assets and/or return of excess funds, including any accounts receivable attributable to CDBG funds, and requirements regarding the post-close-out use of real property acquired or improved with CDBG funds [24 CFR 570.503(b)(8)];
- r. Program income received by the SUBRECIPIENT is to be returned to the City or retained by the SUBRECIPIENT in accordance with provisions enumerated in 24 CFR section 570.503 and 570.504(c). Where program income is to be retained by the SUBRECIPIENT, the activities that will be undertaken with program income shall be the same as those specified in Exhibit "A" –Scope of Services of the loan agreement and all provisions of the written agreement shall apply to the specified activities. When the SUBRECIPIENT retains program income, transfer of loan funds by the City to the SUBRECIPIENT shall be adjusted according to the principles described in paragraphs (b)(2)(I) and (ii) of 24 CFR 570.504. Any program income on hand when the agreement expires, or received after the agreement's expiration, shall be paid to the City as required by 24 CFR section 570.503(b)(8).

The requirements set forth in 24 CFR 570.504(c). At the end of the program year, the City requires remittance of all interest earned on program income balances (including investments thereof) held by the SUBRECIPIENT as required by the provisions at 570.500(b).

Layton City will track all interest earned on program income balances.

- s. Environmental Review Responsibilities. (i) The SUBRECIPIENT does not assume the City's environmental responsibilities described at section 570.604; and (ii). The SUBRECIPIENT does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR part 52.

17. REDUCTION IN ADMINISTRATIVE COMPENSATION: In the event that HUD should, for any reason, reduce or eliminate the City's CDBG funding, the City shall have the right to renegotiate the amount of compensation due SUBRECIPIENT for the ACTIVITIES FUNDED as provided herein, or, at the sole discretion of the City, to terminate this Agreement.

18. TERMINATION FOR CAUSE: The City shall have the right to terminate this Agreement for cause in the event: SUBRECIPIENT fails to fulfill in timely or satisfactory manner any of the activities set forth in its Scope of Services as set forth in Exhibit "A" attached hereto and by this reference incorporated herein and fails to cure any default after seven (7) days written notice from the City of such default or breach; SUBRECIPIENT breaches or violates any covenant, agreement or assurance herein; or in the event any source of funding of this Agreement set forth in the paragraph above entitled "Reduction in Administrative Compensation" becomes impounded or otherwise unavailable, reduced or eliminated. In order to so terminate for cause, the City shall give SUBRECIPIENT written notice by certified mail specifying the cause and the effective date of termination which may be effective upon SUBRECIPIENT's receipt of notice, except as specifically provided above. In the event the City terminates this Agreement due to SUBRECIPIENT's failure to cure any default as provided herein or due to SUBRECIPIENT's breach or violation of any covenant, agreement or assurance herein, the City may, at its option, make written demand for repayment of, and SUBRECIPIENT shall immediately upon receipt of such written demand of the City, repay all sums received by SUBRECIPIENT from the City under this Agreement as of the date of said demand, plus interest thereon at the highest legal rate plus all expenses incurred by the City, including reasonable attorney's fees incurred in recovering said sums.

19. TERMINATION WITHOUT CAUSE: The City, without cause, may terminate this Agreement by giving SUBRECIPIENT thirty (30) day written notice by certified mail.

20. SETOFF: Notwithstanding any provision appearing to the contrary, SUBRECIPIENT shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by SUBRECIPIENT. The City may withhold payment of compensation to SUBRECIPIENT for the purpose of setoff until such time as the exact amount of damage incurred by the City which would be due from SUBRECIPIENT is determined and paid. Such damages may include HUD's disqualification of ACTIVITIES FUNDED because of SUBRECIPIENT's failure to properly administer the same.

21. REVERSION OF ASSETS: SUBRECIPIENT must return any CDBG funds on hand at the end of this Agreement.

22. INTEGRATED DOCUMENT: This Agreement embodies the entire Agreement between City and SUBRECIPIENT for the scope of services and their terms and conditions. No verbal agreements or conversation with any officer, agent or employee of the City prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon the city.

23. AMENDMENTS: This Agreement may be amended only by written agreement of the parties hereto.

24. SEVERABILITY OF PROVISIONS: If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable laws.

25. NON-ASSIGNABILITY: SUBRECIPIENT shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement without written consent of the City.

26. NO THIRD PARTY BENEFICIARIES: SUBRECIPIENT's obligations are solely to the City and to HUD and the City's obligations are solely to SUBRECIPIENT and to HUD. This Agreement shall confer no third party rights whatsoever other than those between the parties hereto and HUD.

27. SUCCESSORS: SUBRECIPIENT covenants that the provisions of this Agreement shall be binding upon heirs, successors, sub-contractors, representatives and agents, subject to the provisions set forth in paragraph 25 of this Agreement.

28. AMBIGUITY: Any ambiguity in this Agreement shall be construed in favor of the City.

29. GOVERNING LAW: This Agreement shall be enforced in and governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 2014.

LAYTON CITY CORPORATION

By: _____
ROBERT J STEVENSON, Mayor

APPROVED AS TO FORM:

for  _____
GARY CRANE, City Attorney

ATTEST:

THIEDA WELLMAN, City Recorder

DAVIS SCHOOL DISTRICT

By: _____
CRAIG CARTER, Assistant Superintendent

State of Utah)
 : ss.
County of Davis)

The forgoing instrument was acknowledged before me this _____ day of _____, 2014 by Craig Carter, Assistant Superintendent of the Davis School District, a local government District.

NOTARY PUBLIC, residing in Davis County, Utah

My Commission Expires:

EXHIBIT "A"

SCOPE OF WORK

The Davis School District's Career and Technical Education (CTE) program provides students the opportunity to learn about the construction industry by participating in the construction of residential houses. The CTE program is an established program that has provided over sixty (60) houses to the Davis County community. Many of the houses have been sold to low to moderate income buyers. By using the construction process as a learning experience for students that volunteer their time and labor, the costs of the house can be sold at affordable prices. The School District is responsible for all construction costs, contracts and contractors associated with the building of the house.

Layton City will provide one building lot, purchased using Community Development Block Grant funds, to the School District to assist with the construction of one home. Upon completion, the home will be sold to a low to moderate income buyer. The City currently owns the property, which has been fully improved by the developer of the Roberts Farm Subdivision Phase 8. The City will pay and provide a building permit to the School District for the construction of the home.

The City will find a buyer for the home, and the buyer must meet United States Department of Housing and Urban Development qualifications and must obtain third party financing. The sale price of the home will be agreed upon by both the School District and the City.

A Davis School District instructor will oversee the construction of the home. Construction on the home will start in June 2014 and will be completed by June 2015.

EXHIBIT "B"

BASIS FOR COMPENSATION

The City will provide a building lot, on which will be constructed one (1) home. The lot to be provided is located at 798 South Angel Street in Layton City.

As provided in Exhibit "A" the City will provide a building permit for the construction of the home. All necessary City ordinances and codes will be followed for the construction of the home. The estimated cost of the building permit is \$12,500. The City will provide the funds for the building permits directly to the Layton City Department of Community and Economic Development.

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

Item Number: 5.H.

Subject:

Receiving the Milestone 1 Report of Macquarie Capital and Committing to Move Forward with Macquarie Into Milestone 2 - Resolution 14-36

Background:

Layton City is a member of the Utah Telecommunication Open Infrastructure Agency ("UTOPIA") and of the Utah Infrastructure Agency ("UIA," collectively, with UTOPIA, the "Agencies"). The Agencies have previously entered into a Pre-Development Agreement ("PDA") with Macquarie Capital ("Macquarie"). Under the PDA, Macquarie is obligated to fulfill certain steps referred to as "Milestones" to methodically investigate and propose a transaction known as a "Concession Agreement." Macquarie has completed its work under Milestone 1, and has provided the Agencies, and their member cities, Macquarie's Milestone 1 Report. The Milestone 1 Report, proposed a 30 year transaction whereby it will provide the capital necessary to complete the full buildout of the Agencies' network and will design and build the network, provide all networking equipment, perform operations and maintenance on the network, will refresh the network over time, and will return the asset to the Agencies at the end of the term. Macquarie intends to partner with large companies who are willing and able to financially guarantee their performance. In exchange for the foregoing, Macquarie will ask the participating cities to establish a fiber-optic infrastructure utility, and collect base utility rates on a per address basis of approximately \$18.00 to \$20.00 per month. Each address will have access to basic Internet service, with services better than or comparable to all other products available today, at a much lower price. Under the PDA, Macquarie is obligated to bear all third-party expenses, unless and until the Agencies withdraw from advancing the PDA, in which case there will be a reimbursement obligation. In order to demonstrate the City's commitment to moving forward with Macquarie, the City is prepared to deposit into an escrow account one-quarter of the City's pro rata portion of the potential reimbursement obligation for Milestone 2.

Alternatives:

Alternatives are to 1) Adopt Resolution 14-36 formally receiving the Milestone 1 Report of Macquarie Capital and committing to move forward with Macquarie into Milestone 2; 2) Adopt Resolution 14-36 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 14-36 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 14-36 formally receiving the Milestone 1 Report of Macquarie Capital and committing to move forward with Macquarie into Milestone 2 and authorize the Mayor to sign the necessary documents.

RESOLUTION 14-36

A RESOLUTION TO FORMALLY RECEIVE THE MILESTONE 1 REPORT OF MACQUARIE CAPITAL UNDER THE PRE-DEVELOPMENT AGREEMENT WITH UTOPIA AND UIA; AND AUTHORIZING THE CITY'S REPRESENTATIVES TO THE BOARDS OF DIRECTORS OF UTOPIA AND UIA TO VOTE AFFIRMATIVELY IN FAVOR OF MOVING FORWARD WITH MACQUARIE INTO MILESTONE 2.

WHEREAS, Layton City ("the City") is a member of the Utah Telecommunication Open Infrastructure Agency ("UTOPIA"), and of the Utah Infrastructure Agency ("UIA," collectively, with UTOPIA, the "Agencies"); and

WHEREAS, the Agencies have previously entered into a Pre-Development Agreement ("PDA") with Macquarie Capital ("Macquarie"); and

WHEREAS, under the PDA, Macquarie is obligated to fulfill certain steps referred to as "Milestones" to methodically investigate and propose a transaction known as a "Concession Agreement"; and

WHEREAS, Macquarie has completed its work under Milestone 1, and has provided the Agencies, and their member cities, Macquarie's Milestone 1 Report; and

WHEREAS, in the Milestone 1 Report, Macquarie proposes a 30 year transaction whereby it will provide the capital necessary to complete the full buildout of the Agencies' network, and will design and build the network, provide all networking equipment, perform operations and maintenance on the network, will refresh the network over time, and will return the asset to the Agencies at the end of the term; and

WHEREAS, Macquarie intends to partner with large companies who are willing and able to financially guarantee their performance; and

WHEREAS, in exchange for the foregoing, Macquarie will ask the participating cities to establish a fiber-optic infrastructure utility, and collect base utility rates on per address basis of approximately \$18.00 to \$20.00 per month; and

WHEREAS, in exchange for the utility fee, each address will have access to basic Internet service, with services better than or comparable to all other products available today, at a much lower price; and

WHEREAS, under the PDA, Macquarie is obligated to bear all third-party expenses, unless and until the Agencies withdraw from advancing the PDA, in which case there will be a reimbursement obligation; and

WHEREAS, the City has determined it is in the City's best interest to proceed to Milestone 2; and

WHEREAS, in order to demonstrate the City's commitment to moving forward with Macquarie, the City is prepared to deposit into an escrow account one-quarter of the City's pro rata portion of the potential reimbursement obligation for Milestone 2; and

WHEREAS, the City looks forward to further analysis of the many issues which will need to be vetted and agreed upon; and

WHEREAS, the City encourages all other member cities to follow its example and affirmatively authorize their Board members to vote in favor of Milestone 2; and

WHEREAS, the City Council has determined it to be in the best interest of Layton City and its citizens to move forward with Macquarie to Milestone 2.

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

1. The Milestone 1 Report of Macquarie under the PDA is hereby received.
2. The City is in favor of the utility fee model as proposed, subject to additional refining future Milestones.
3. The City's representatives to the UTOPIA and UIA Boards of Directors are hereby authorized and directed to vote in favor of progressing the Agencies into Milestone 2.
4. The City hereby authorizes the deposit of one-quarter of its pro rata share of potential reimbursement exposure for Milestone 2 into a separate escrow account as demonstration of the City's commitment to Milestone 2.
5. The City directs its staff to cooperate with the Agencies and Macquarie toward the successful completion of Milestone 2.

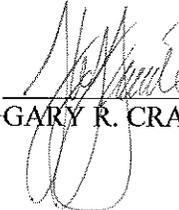
DATED this 5th day of June, 2014.

ROBERT J STEVENSON, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:



for GARY R. CRANE, City Attorney

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

Item Number: 6.A.

Subject:

Amend the Adopted Budget for Layton City for the Fiscal Year Beginning July 1, 2013, and Ending June 30, 2014 - Ordinance 14-11

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.

A public hearing was advertised for June 5, 2014, to hear all interested persons regarding the amendments to the 2013-2014 budget.

The Council should hear all interested persons regarding the amendments prior to adoption.

Alternatives:

Alternatives are to 1) Adopt Ordinance 14-11 amending the adopted budget for fiscal year 2013-2014; 2) Adopt ordinance 14-11 with any amendments the Council deems appropriate; or 3) Not adopt Ordinance 14-11 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Ordinance 14-11 amending the adopted budget for fiscal year 2013 - 2014

ORDINANCE 14-11

AMENDING THE ADOPTED BUDGET FOR LAYTON CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2013, AND ENDING JUNE 30, 2014.

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, June 5, 2014, 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, 2013, and ending June 30, 2014, for Layton City, Utah.

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 the budget amendments for the fiscal year beginning July 1, 2013, and ending June 30, 2014, 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.

SECTION II: That the City Council of Layton City, does hereby approve the encumbrance of appropriated funds for all purchases made by authorized purchase order and contracts entered on or before June 30, 2014, and that all such debts be paid from the appropriations made herein and on such dates as practicable, and that such encumbered appropriations be added to and accounted with the fiscal year budget beginning July 1, 2014.

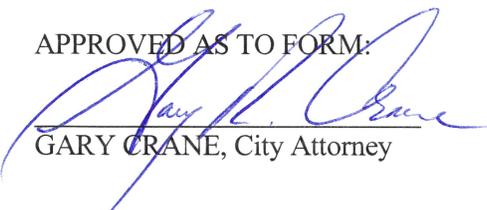
PASSED AND ADOPTED by the City Council of Layton, Utah, this **5th day of June, 2014**.

ROBERT J STEVENSON, Mayor

ATTEST:

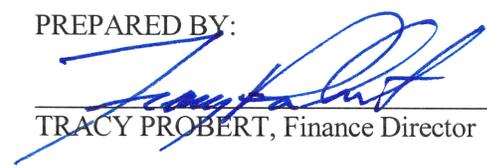
THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:



GARY CRANE, City Attorney

PREPARED BY:



TRACY PROBERT, Finance Director

Budget Amendments Fiscal Year 2013 - 2014

Budget Amendments Fiscal Year 2013 - 2014		
Fund:		
	Department/Division	Increase
	Description	(Decrease)
General Fund:		
<u>Expenditure:</u>		
	Administration	
	Appropriation of fund balance to pay professional consulting agreement with Greg Curtis, Lobbyist	\$ 40,000.00
	Management Services - Administration	
	Appropriate EMPG and CERT revenue for emergency planning	13,458.75
	Appropriate Miscellaneous revenue from drug testing activities	25.00
	Appropriate fund balance for upgrade to security camera system	25,731.00
	Police - Administration	
	Police special services overtime	5,500.00
	Crisis Intervention Team (CIT) program costs	750.00
	Police - Patrol	
	Appropriate ADFG grant for purchase of 2 in-vehicle cameras	10,000.00
	Police special services overtime	23,344.00
	Police - Support Services	
	Police special services overtime	17,575.00
	Appropriate revenue from evidence sales to evidence property room	213.00
	Fire	
	Appropriate wildland fire funds for repairs and maintenance of wildland fire equipment and tender	10,000.00
	Reverse encumbrance carryover from prior year due to Purchase order cancellation	(1,000.00)
	Appropriate State Division of Forestry grant for purchase of wildland fire equipment	15,000.00
	Appropriate DATC equipment payments and fund balance for replacement Battalion Chief training vehicle	35,719.00
	Appropriate DATC equipment rental payments to cover the costs of turnouts and SCBA maintenance	8,000.00
	Appropriate wildland fire reimbursements to fuel, vehicle repair, tires and personnel cost from deployments	115,832.96
	Appropriate State Homeland Security Grant for personnel training and 4 chemical suits	14,720.91
	Streets	
	Additional Salt and Sand	150,000.00
	Total General Fund Expenditure	\$ 484,869.62
	<u>Revenue:</u>	
	Fund balance for additional salt and sand for streets division	\$ 150,000.00
	Fund balance for payment of professional consulting agreement with Greg Curtis, Lobbyist	40,000.00
	Fund balance used for encumbrance carryover reversed due to Purchase Order closing	(1,000.00)
	Fund balance to cover the upgraded security camera system	25,731.00
	Fund balance for replacement of Battalion Chief training vehicle	23,419.00
	Recognize DATC equipment rental revenue	12,300.00
	Recognize DATC equipment rental revenue	8,000.00
	Recognize State Homeland Security grant revenue	14,720.91
	Recognize wildland fire reimbursements	115,832.96
	Recognize ADFG grant for purchase of 2 in-vehicle cameras	10,000.00
	Recognize revenue from fire special services - wildland fire	10,000.00
	Recognize revenue from EMPG grant for emergency planning	10,000.00
	Recognize revenue from CERT classes and kits	3,458.75
	Recognize miscellaneous revenue for drug testing activities	25.00
	Recognize police special services revenue	45,844.00
	Recognize police special services tobacco compliance revenue	575.00
	Recognize revenue from evidence sales	213.00
	Recognize State Division of Forestry grant revenue	15,000.00
	Recognize CIT class fees	750.00
	Total General Fund Revenue	\$ 484,869.62

Budget Amendments Fiscal Year 2013 - 2014

Fund:		Increase (Decrease)
	Department/Division	
	Description	
B & C Road Fund:		
	Expenditure:	
	Reduce the transfer to the Capital Projects Fund for Streets projects	\$ (35,194.20)
	Increase the Street maintenance account for crack seal projects	35,194.20
	Appropriate additional funds received from UDOT reimbursement to street maintenance	\$ 14,000.00
	Revenue:	
	Recognize reimbursement from UDOT for HWY 89 connection maintenance costs	\$ 14,000.00
Davis Metro Narcotic Strike Force Fund:		
	Expenditure:	
	Appropriation for officer / vehicle assigned from Kaysville in December.	\$ 26,475.00
	RMHIDTA grant increased for overtime	25,000.00
		\$ 51,475.00
	Revenue:	
	Fund balance for changes in personnel	\$ 26,475.00
	Recognize increase in RMHIDTA grant funding	25,000.00
		\$ 51,475.00
Community Development Block Grant Fund:		
	Expenditure:	
	Appropriate additional funds to the Family Connection Center due to increase in CDBG entitlement	\$ 3,350.00
	Appropriate additional funds to the Road Home due to increase in CDBG entitlement	800.00
	Appropriate additional funds to the Coalition Against Violence due to increase in CDBG entitlement	2,800.00
	Appropriate additional funds to the Community Action Council due to increase in CDBG entitlement	800.00
	Appropriate additional funds to the Davis County Homeless due to increase in CDBG entitlement	800.00
	Appropriate additional funds to wages and benefits due to increase in CDBG entitlement	11,400.00
	Appropriate additional funds to the Homebuyer loan assistance prog. due to increase in CDBG entitlement	19,000.00
	Appropriate additional funds to the Old Downtown Infrastructure due to increase in CDBG entitlement	7,349.00
	Appropriate additional funds to the Old Downtown Facade due to increase in CDBG entitlement	10,000.00
	Appropriate additional funds to the Street Lighting Fund due to increase in CDBG entitlement	21,000.00
	Reduce the 2013-14 appropriation for the Davis Schools-Weaver lane lots, reappropriating prior year funds	(20,000.00)
	Reappropriate 2011-12 CDBG carryover to Davis Schools-Weaver Lane Lots	5,186.94
	Reappropriate 2010-11, 2011-12 and 2012-13 CDBG grant carryover for street lighting	9,000.00
	Reappropriate 2010-11, 2011-12 and 2012-13 CDBG grant carryover for Train Station Rehabilitation	280,500.00
	Reappropriate 2010-11, 2011-12 and 2012-13 CDBG grant carryover for Davis Schools-Weaver Lane lots	21,651.60
	Reappropriate 2010-11, 2011-12 and 2012-13 CDBG grant carryover for Angel Street lot purchases	40,000.00
	Appropriate program income received as reimbursement under the homebuyer assistance program	2,000.00
		\$ 415,637.54
	Revenue:	
	Recognize an increase in the CDBG Entitlement grant	\$ 57,299.00
	Recognize 2010-11 CDBG carryover grant revenue	100,000.00
	Recognize 2011-12 CDBG carryover grant revenue	148,636.64
	Recognize 2012-13 CDBG carryover grant revenue	107,701.90
	Recognize program income from two homes under the homebuyer assistance program	2,000.00
		\$ 415,637.54
Impact Fee Fund:		
	Expenditure	
	Appropriate for credit card fees	\$ 2,500.00
	Revenue	
	Recognize additional impact fees received	\$ 2,500.00
Capital Projects Fund:		
	Expenditure:	
	Reduce appropriation for East Gentile 700 N to 1000 N project	\$ (35,194.20)
	Revenue:	
	Reduce transfer from the B&C Road fund for streets projects	\$ (35,194.20)

Budget Amendments Fiscal Year 2013 - 2014

Fund:		
	Department/Division	Increase
	Description	(Decrease)
Water Operations Fund:		
Expenditure:		
	Appropriate additional funds for Weber Basin Water Contract	\$ 52,250.00
	Appropriate additional funds for overage in electricity	20,000.00
	Appropriate additional funds for overage in insurance premiums	20,000.00
	Budgeted increase in net assets	153,400.00
	Total Expenditure	\$ 245,650.00
Revenue:		
	Recognize unbudgeted exaction fees received	\$ 245,650.00
	Total Revenue	\$ 245,650.00
Street Lighting Fund		
Expenditure:		
	Appropriate additional funds for electricity that was underbudgeted	\$ 124,000.00
	Appropriate additional funds for purchase of lighting equipment to be installed	66,000.00
	Total Expenditure	\$ 190,000.00
Revenue:		
	Recognize lighting fees already collected but underbudgeted	\$ 45,000.00
	Recognize underbudgeted revenue from contractors for lighting equipment purchases	145,000.00
	Total Revenue	\$ 190,000.00
Swimming Pool Fund:		
Expenditure:		
	Appropriation for July 1st increases for part-time employees	\$ 11,646.00
Revenue:		
	Fund balance for pool wage increases for part-time employees	\$ 11,646.00
Emergency Medical Services Fund		
Expenditure:		
	Appropriate EMS grant revenue for Stryker Cot and Auto Pulse equipment	\$ 10,692.00
	Appropriate wildland response reimbursements for EMT/Paramedic personnel standby costs	12,170.03
	Total Expenditure	\$ 22,862.03
Revenue:		
	Recognize EMS grant revenue	\$ 10,692.00
	Recognize wildland fire reimbursements for paramedic standbys	12,170.03
	Total Revenue	\$ 22,862.03

**Layton City Corporation
FY2013-2014 Budget Amendment Summary**

General Fund

<u>\$</u>	484,869.62	Net additions and reductions of the budget
\$	238,150.00	Appropriation of fund balance <i>Increase salt and sand budget, Lobbyist contract, Upgraded security cameras Replace Battalion Chief training vehicle</i>
\$	196,998.71	Revenue received for which a preliminary estimate was not available <i>Police and fire special services, DATC equipment rental, class fees</i>
\$	49,720.91	Grant revenue that was unanticipated or for which a preliminary estimate was not available
<u>\$</u>	<u>484,869.62</u>	

**Layton City Corporation
FY2013-2014 Budget Amendment Summary**

Other Funds

B&C Roads	\$ 14,000.00	Payment from UDOT street maintenance performed by the City
Davis Metro	\$ 51,475.00	Additional officer and vehicle from Kaysville and grant revenue
CDBG	\$ 415,637.54	Reappropriate prior years grant awards to Historic Train Station project Reappropriate prior years grant awards to Davis district house lots Appropriate increase in entitlement award
Impact Fee	\$ 2,500.00	Appropriate additional revenue received to cover credit card fees
Capital projects	\$ (35,194.20)	Decrease appropriation for project on East Gentile and increase amount needed to complete crack seal program
Water	\$ 245,650.00	Recognize exaction fees received and appropriate in a couple of areas that are overbudget and budgeted increase in net assets
Street Lighting	\$ 190,000.00	Recognize additional revenues collected and appropriate to underbudgeted accounts
Swimming pool	\$ 11,646.00	Appropriate pool fund balance to cover increase in part-time wages
EMS	\$ 22,862.03	Appropriate EMS grant revenue for equipment, wildland fire revenue reimbursement for EMS paramedic standby

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

Item Number: 6.B.

Subject:

Adopt the Budget and Property Tax Rate for Layton City for Fiscal Year July 1, 2014, through June 30, 2015
- Amend Schedule of Compensation for Statutory Officers - Ordinance 14-12

Background:

Utah State Code Section 10-6-118 requires the Council to adopt a budget on or before June 22, 2014. Section 10-6-133 requires the Council to set a property tax rate on or before June 22, 2014. Section 10-3-818 requires the Council to change salaries of elected and statutory officers by ordinance.

A public hearing was set and advertised for June 5, 2014, to hear all interested persons regarding the tentative budget and proposed changes to the schedule of compensation for statutory officers. The tentative budget has been available for public inspection since May 1, 2014.

Changes to the annual compensation of statutory officers will be the same as all other City employees.

Council should hear all interested persons regarding the budget and compensation of officers. The proposed property tax rate is the Certified Tax Rate as will be determined by the Davis County Clerk/Auditor and the State Tax Commission.

The Mayor and Council received copies of the budget document prior to the meeting.

Changes to the tentative budget, if any, will be discussed in detail.

Alternatives:

Alternatives are to 1) Adopt Ordinance 14-12 adopting the budget document including the schedule of compensation for elected and statutory officers, setting a property tax levy equal to the Certified Tax Rate, and including changes to the tentatively adopted budget as have been presented; 2) Adopt Ordinance 14-12 with any amendments the Council deems appropriate; or 3) Not adopt Ordinance 14-12 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Ordinance 14-12 adopting the budget document including the schedule of compensation for elected and statutory officers, setting a property tax levy equal to the Certified Tax Rate, and including changes to the tentatively adopted budget as have been presented.

ORDINANCE 14-12

ADOPTING THE BUDGET AND PROPERTY TAX RATE FOR LAYTON CITY FOR FISCAL YEAR JULY 1, 2014, THROUGH JUNE 30, 2015; AND AMENDING SCHEDULE OF COMPENSATION FOR STATUTORY OFFICERS.

WHEREAS, a tentative budget was prepared, adopted, and made available to the public by the City Council as required by law; and

WHEREAS, a public hearing has been advertised and held on Thursday, June 5, 2014, for the purpose of hearing all interested persons on the matter of said budget; and

WHEREAS, a public hearing has been advertised and held on Thursday, June 5, 2014, for amending the compensation of statutory officers for Layton City; and

WHEREAS, said public hearings, having been duly and regularly held and all persons present to be heard having been heard; and

WHEREAS, it is the desire of the City that its statutory officers receive compensation adjustments in the same fashion and based on the same economic considerations as the City's general employees; and

WHEREAS, the City Council has duly and fully considered the proposed budget and is ready to adopt the budget and property tax rate for Layton City, Utah.

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

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

SECTION II: Enactment. That the City Council of Layton City, Davis County, State of Utah, does hereby adopt property tax rate equal to the certified property tax rate, as defined in the Utah State Code and as determined by the Davis County Clerk/Auditor and the Utah State Tax Commission.

SECTION III: That the City does hereby adopt a budget for the fiscal year beginning July 1, 2014, in form and amount set forth in the written budget document attached hereto and made a part of this ordinance as though set forth in full herein.

SECTION IV: That the amounts of compensation for the statutory officers of Layton City are hereby amended as set forth in the compensation schedule and are to be adjusted in the same manner and based on the same economic measures as the City's general employees, unless otherwise directed by the City Council.

SECTION V: That there are hereby appropriated funds from the estimated revenues of Layton City, such sums as necessary to pay the estimated expenditures hereto set forth and made a part hereof. That in addition to these revenues and expenditures, any encumbered funds and accounts for fiscal year ending June 30, 2014, shall be added as if herein included.

SECTION VI: 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 VII: Effective Date. This ordinance being necessary for the peace, health and safety of the City shall become effective immediately upon posting.

PASSED AND ADOPTED by the City Council of Layton, Utah, this **5th day of June, 2014.**

ATTEST:

THIEDA WELLMAN, City Recorder

ROBERT J STEVENSON, Mayor

APPROVED AS TO FORM:

PREPARED BY:

GARY CRANE, City Attorney

TRACY PROBERT, Finance Director

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

Item Number: 6.C.

Subject:

Community Development Block Grant Annual Action Plan for Fiscal Year 2014-2015 - Resolution 14-31

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, 2014 to June 30, 2015. 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, 2014-2015. At the conclusion of the public hearing the Council will be able to adopt the Plan, which will then be submitted to HUD.

Alternatives:

Alternatives are to 1) Adopt Resolution 14-31 approving the CDBG Annual Action Plan 2014-2015; 2) Adopt Resolution 14-31 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 14-31 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 14-31 approving the CDBG Annual Action Plan 2014-2015.

RESOLUTION 14-31

A RESOLUTION ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN, 2014-2015.

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, 2014-2015 in accordance with Federal Regulations and has made these drafts available for public review and comment; and

WHEREAS, The Annual Action Plan, 2014-2015 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, 2014-2015, 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 the 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, 2014-2015. 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, \$25,000;
- The Davis Citizen's Coalition Against Violence, \$10,000;
- The Layton Community Action Council, \$8,000;
- The Road Home, \$3,100.

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



WILLIAM T. WRIGHT, Director
Community and Economic Development

**Layton City
Community Development Block Grant
Annual Action Plan, 2014-2015**



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 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 populations. Layton City projects will center on removing barriers to affordable housing through down payment assistance, land write-down for affordable housing, improve Historic Downtown infrastructure, and historic business rehabilitation loans.

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.

The down payment assistance program is annually 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.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

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.

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

N/A

7. Summary

Layton City looks forward to the implementation of this Annual Action Plan. Layton City expects public service and public projects to make an impact on the daily lives of Layton's 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	
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

Layton City is the lead agency in the formation of this One Year Annual Action Plan. Layton City is an entitlement recipient of the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG). The City has been an entitlement recipient of these funds since reaching the 50,000 resident benchmark in the mid 1990's.

Consolidated Plan Public Contact Information

Kent G. Andersen, CDBG Administrator
 437 N. Wasatch Drive, Layton, UT 84041
 Business: 801-336-3790 Fax: 801-336-3789
 kandersen@laytoncity.org

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

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(I))

Layton City works closely and stays in consistent contact with its subgrantees to provide information to enhance coordination both with the subgrantees and with the entities they work with, which include public and assisted housing 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

1	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p> <p>What section of the Plan was addressed by Consultation?</p> <p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Family Connection Center</p> <p>Services-Children Services-homeless Services-Education Community Action Agency</p> <p>Public Housing Needs Homelessness Strategy Anti-poverty Strategy</p> <p>Individual discussions with Jason Wilde, Executive Director, Gene Lopez, Community Action Services Director, Donnette Barber, Parent Education Program. Anticipated outcomes includes continued support for the Family Connection Center and their mission. Was also able to provide Family Connection Center with Fair Housing material for posting.</p>
2	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p> <p>What section of the Plan was addressed by Consultation?</p> <p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Safe Harbor (Davis Citizens Coalition Against Violence)</p> <p>Housing Services-Victims of Domestic Violence Homeless Needs - Families with children</p> <p>Individual discussions with Ann Martin, Executive Director, Sabrina Martini, Business Manager, Nicole Nance, Grant Coordinator, and Cacey Dyson, Transitional Housing. Anticipated outcomes includes continued support for Safe Harbor and their mission. Was also able to provide Safe Harbor with Fair Housing material for posting.</p>
3	<p>Agency/Group/Organization</p> <p>Agency/Group/Organization Type</p> <p>What section of the Plan was addressed by Consultation?</p>	<p>LAYTON COMMUNITY ACTION COUNCIL</p> <p>Youth Programs Youth Programs</p>

	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Individual discussion with Karlene Kidman, Youth Court Administrator. Anticipated outcomes includes continued support for the Layton Community Action Council and their mission.</p>
4	<p>Agency/Group/Organization</p>	<p>THE ROAD HOME</p>
	<p>Agency/Group/Organization Type</p>	<p>Services-homeless</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy</p>
	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Individual discussions with Michelle Eining, Director of Special Projects, and Emily Petersen, Housing Quality Assurance Administrator. Anticipated outcomes includes continued support for The Road Home and their mission.</p>
5	<p>Agency/Group/Organization</p>	<p>LAYTON</p>
	<p>Agency/Group/Organization Type</p>	<p>Other government - Local Civic Leaders</p>
	<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Market Analysis Economic Development Anti-poverty Strategy Infrastructure and Public Safety</p>
	<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Group discussion with the Layton City Council. Anticipated outcomes include ongoing funding for existing subrecipients, focus on historic rehabilitation and infrastructure improvements in low-income areas.</p>
6	<p>Agency/Group/Organization</p>	<p>U.S. Department of Housing and Urban Development - Office of Fair Housing and Equal Opportunity</p>
	<p>Agency/Group/Organization Type</p>	<p>Housing Other government - Federal</p>

<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Market Analysis</p>
<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>Individual discussions with Kelly Jorgensen, Field Office Director, and Michele Hutchins, Equal Opportunity Specialist. 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.</p>

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

None.

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 Thursday, February 6, 2014. A notice was published in the Standard Examiner, a widely circulated newspaper that carries notices, on January 23, 2014, allowing at least 14 days prior notice to the public.

A notice was published in the Standard Examiner on May 5, 2014, that included a summary of the Annual Action Plan and makes 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.

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
1	Public Hearing	Non-targeted/broad community	The public hearing was held during a regularly scheduled Layton City Council meeting on February 6, 2014. Five individuals representing five agencies commented during the public hearing.	<p>Amberlee Bauman, representative of Big Brothers Big Sisters of Utah, asked that the City allocate CDBG funding to help community based matches in Layton. She said they provided at risk children with mentors to help improve their lives. Ms. Bauman said in 2013 they had 1,246 matches; 14 of those children were residents of Layton and 24 of the volunteer mentors were from Layton. She said it was a great program and asked for the City's support. Ms. Bauman explained that it cost \$1,000 to make one match. She said there were kids on a waiting list in Layton. She said \$5,000 or \$10,000 would be very helpful. Ms. Bauman said mentors were volunteers but there was a lot of cost in interviews and background checks. Ms. Bauman explained that funding comes from government grants, corporate grants and CDBG grants. Julie Stevenson, interim Executive Director of Safe Harbor, said Safe Harbor was the first and only domestic violence shelter in Davis County. Ms. Stevenson said one in four women would be victims of violence and the CDC calculated that the cost of intimate partner violence exceeded 5.8 billion dollars annually; 4.1 billion going directly to medical costs. She said in 2013 Safe Harbor provided shelter and services for 99 Layton residents, which included 57 children and 42 adults. Ms. Stevenson reviewed the types of services they provided. She said last year the CDBG program provided \$10,000 in funding. Ms. Stevenson said Safe Harbor provided 1,188 nights of shelter to Layton residents. She said with \$10,000 in funding, it worked out to be \$8.42 a night for shelter and accompanying services. Ms. Stevenson said it cost Safe Harbor \$68 dollars a night to provide shelter and services to those</p>	N/A

Layton residents. She requested that the City continue to provide support to Safe Harbor. Ms. Stevenson said she was grateful for the \$10,000 but they needed more funding. Mark Trujillo, founder of Jesus Field, said Jesus Field was an after school program that had operated in Layton for 15 years. Mr. Trujillo said they had received CDBG funding in the past that helped to build restrooms. He said they served about 50 to 60 kids. Mr. Trujillo said it had been five or six years since they had asked for funding. He said the funding would be used to purchase a CNC Router to help kids learn to use technology in a useful environment. Mr. Trujillo asked the City to support this program. Karlene Kidman, Layton Community Action Council, said they received \$8,000 in CDBG funding that was used for the Youth Court. Ms. Kidman explained the Youth Court program. She said they were in their 16th year. Ms. Kidman said in the 15 previous years the Youth Court heard 1,700 cases. There were over 450 youth that had participated on Youth Court, and they had given out the Presidential Service Award to 176 students. Ms. Kidman said of the 450 students, there were 8 attorneys, 2 physician assistants, 2 students were in medical school and 17 had already completed their masters program. She said 90 to 95% of all of the students went on to higher education; the program not only benefited the offenders but it helped the youth that ran the program. Ms. Kidman asked the City to continue to support the Youth Court. Ms. Kidman said it costs \$30,000 a year to run the program. She said without the \$8,000 they couldn't continue to run the program. Additional funding comes from grants and business partners. Jessica Burnham, on behalf of the Road Home, said the Road Home was the largest provider of homeless shelters in Utah. She explained their program to help with homelessness. Ms. Burnham said in 2013 the Road Home provided 22 Layton residents with services, at an approximate cost of \$15,750. She said they were asking for continued support of \$5,000. Ms. Burnham expressed appreciation to the City for their past support.

2	Public Meeting	Non-targeted/ broad community	One individual representing one agency spoke during the normal public comment period.	Daneen Adams, Family Connection Center, thanked the City for their previous CDBG funding. She explained how they spent the funding helping homeless people. Ms. Adams indicated that they had helped seven homeless people in Layton. She explained some of the other services the Family Connection Center provided.	
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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 Remainder 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	307,476	2,000	400,000	709,476	900,000	It is anticipated that \$2,000 in program income will be received.

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

At this time, there are no additional resources anticipated to leverage CDBG funds, except within 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: \$21,500	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: \$3,100	Homeless Person Overnight Shelter: 15 Persons Assisted
4	Safe Harbor	2013	2017	Homeless Non-Homeless Special Needs			CDBG: \$10,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 30 Persons Assisted 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: \$40,000	Direct Financial Assistance to Homebuyers: 8 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Davis School District	2014	2017	Affordable Housing			CDBG: \$80,000	Homeowner Housing Added: 1 Household Housing Unit
8	Historic Downtown Rehabilitation Loan Fund	2013	2017	Non-Housing Community Development			CDBG: \$50,000	Facade treatment/business building rehabilitation: 1 Business
9	Historic Downtown Infrastructure	2013	2017	Non-Housing Community Development			CDBG: \$30,074	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1300 Persons Assisted

Table 6 – Goals Summary<TYPE=[text] REPORT_GUID=[984786E64DDAC839A8E119B13CB7DB846]>

Goal Descriptions

1	Goal Name	Family Connection Center
	Goal Description	
2	Goal Name	Davis County Homeless
	Goal Description	
3	Goal Name	Road Home
	Goal Description	
4	Goal Name	Safe Harbor
	Goal Description	
5	Goal Name	Youth Court
	Goal Description	
6	Goal Name	Homebuyer Assistance
	Goal Description	
7	Goal Name	Davis School District
	Goal Description	

8	Goal Name	Historic Downtown Rehabilitation Loan Fund
	Goal Description	
9	Goal Name	Historic Downtown Infrastructure
	Goal Description	

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):

Nine.

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 Rehabilitation Loan Fund
10	Historic Downtown Infrastructure

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation priorities meet several of the needs identified in the Consolidated Action Plan, including the creation of affordable housing, homeless assistance, and domestic violence assistance. The infrastructure and rehabilitation loan funds are targeted to low/moderate income qualified census tracts, thereby increasing the quality of the neighborhood.

Projects

AP-38 Projects Summary

Project Summary Information

1	Project Name	Administration
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$61,450
	Description	Administration and planning for the Community Development Block Grant.
	Target Date	6/30/2015
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Administration and planning for the Community Development Block Grant.
2	Project Name	Family Connection Center
	Target Area	
	Goals Supported	Family Connection Center
	Needs Addressed	
	Funding	CDBG: \$21,500
	Description	Nursery respite care.
	Target Date	6/30/2015

	Estimate the number and type of families that will benefit from the proposed activities	100 persons assisted
	Location Description	1360 East 1450 South Clearfield, UT 84015
	Planned Activities	Nursery respite care.
3	Project Name	Davis County Homeless
	Target Area	
	Goals Supported	Davis County Homeless
	Needs Addressed	
	Funding	CDBG: \$3,500
	Description	Assist in removing homeless individuals/families off the street with a short-term motel voucher.
	Target Date	6/30/2015
	Estimate the number and type of families that will benefit from the proposed activities	10 homeless persons assisted.
	Location Description	Motels.
	Planned Activities	Assist in removing homeless individuals/families off the street with a short-term motel voucher.
4	Project Name	Road Home
	Target Area	
	Goals Supported	Road Home
	Needs Addressed	
	Funding	CDBG: \$3,100
	Description	Homeless shelter.
	Target Date	6/30/2015
	Estimate the number and type of families that will benefit from the proposed activities	15 homeless persons assisted.
	Location Description	210 S. Rio Grande St.Salt Lake City, UT 84101
	Planned Activities	Provide temporary shelter for homeless persons.

5	Project Name	Safe Harbor
	Target Area	
	Goals Supported	Safe Harbor
	Needs Addressed	
	Funding	CDBG: \$10,000
	Description	Domestic Violence Shelter.
	Target Date	6/30/2015
	Estimate the number and type of families that will benefit from the proposed activities	30 persons assisted. Primarily women and children.
	Location Description	Non-disclosed shelter in Davis County.
	Planned Activities	Shelter for adults and child victims and resource and referral services.
6	Project Name	Youth Court
	Target Area	
	Goals Supported	Youth Court
	Needs Addressed	
	Funding	CDBG: \$8,000
	Description	Youth Court provides an alternative to the Courts System for youth that commit crimes.
	Target Date	6/30/2015
	Estimate the number and type of families that will benefit from the proposed activities	80 individuals that are under 18.
	Location Description	Layton City Council Room, 437 N. Wasatch Drive, Layton, UT 84041
	Planned Activities	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	Project Name	Homebuyer Assistance
	Target Area	

	Goals Supported	Homebuyer Assistance
	Needs Addressed	
	Funding	CDBG: \$40,000
	Description	Homebuyer assistance to qualifying homebuyers.
	Target Date	6/30/2015
	Estimate the number and type of families that will benefit from the proposed activities	Eight families will be assisted with \$5,000 each.
	Location Description	TBD
	Planned Activities	Homebuyer assistance to qualifying homebuyers.
8	Project Name	Davis School District
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$80,000
	Description	Assist the Davis School District with the acquisition of land and required improvements for their construction of a new, single-family home.
	Target Date	6/30/2016
	Estimate the number and type of families that will benefit from the proposed activities	One low/moderate income family.
	Location Description	TBD
	Planned Activities	Assist the Davis School District with the acquisition of land and required improvements for their construction of a new, single-family home.
9	Project Name	Historic Downtown Rehabilitation Loan Fund
	Target Area	
	Goals Supported	Historic Downtown Rehabilitation Loan Fund
	Needs Addressed	
	Funding	CDBG: \$50,000

	Description	Identify and assist in improving eligible historic buildings in downtown Layton.
	Target Date	6/30/2016
	Estimate the number and type of families that will benefit from the proposed activities	One business.
	Location Description	TBD
	Planned Activities	Identify and assist in improving eligible historic buildings in downtown Layton, specific to facade renovations and healthy/safety improvements.
10	Project Name	Historic Downtown Infrastructure
	Target Area	
	Goals Supported	Historic Downtown Infrastructure
	Needs Addressed	
	Funding	CDBG: \$30,074
	Description	Infrastructure improvements in Historic Downtown.
	Target Date	6/30/2016
	Estimate the number and type of families that will benefit from the proposed activities	1300 persons assisted
	Location Description	In low/moderate income qualified census tracts. Traditionally described as Historic Downtown Layton.
	Planned Activities	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 is in the Historic Downtown area of Layton. Primarily near the junction of Main St. and Gentile St. The remaining funds will be allocated City wide.

Geographic Distribution

Target Area	Percentage of Funds

Table 8 - 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 eight 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 home for a qualified homebuyer.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	9
Special-Needs	0
Total	9

Table 9 - 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	8
Total	9

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Layton City anticipates creating nine affordable housing units through the acquisition of existing units and the facilitation of 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.

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 with removing the barrier to affordable housing for selected 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. In homes receiving down payment assistance, lead-based paint disclosures and information will be provided to buyers as necessary. 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

Layton City intends that 100% of the funds identified for use in the 2014-15 Annual Action Plan will be in support of activities that benefits persons of low and moderate income.

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
Total Program Income:	0

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 intends that 100% of the funds identified for use in the 2014-15 Annual Action Plan will be in support of activities that benefits persons of low and moderate income.

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

Item Number: 6.D.

Subject:

Amend the Capital Projects List of the Impact Fee Facilities Plan - Resolution 14-14

Background:

Resolution 14-14 amending the Capital Projects List of the Impact Facilities Plan has been delayed until studies are completed.

Alternatives:

N/A

Recommendation:

N/A

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

Item Number: 6.E.

Subject:

Street Conversion Request - Candlewood Estates Private Subdivision - Resolution 14-30 - Approximately 110 South West Side Drive

Background:

At the request of the applicants, Resolution 14-30 regarding a street conversion request for Candlewood Estates Private Subdivision has been delayed until the June 19, 2014, Council Meeting.

Alternatives:

N/A

Recommendation:

N/A