



All agenda items  
in this packet are  
preliminary, until  
approved by the  
Layton City  
Council.

**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 public meeting in the Council Chambers of the City Center Building, 437 North Wasatch Drive, Layton, Utah, commencing at **7:00 PM on October 3, 2024.**

**AGENDA ITEMS:**

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

- A. Minutes of Layton City Council Work Meeting - July 18, 2024
- B. Minutes of Layton City Council Meeting - July 18, 2024
- C. Minutes of Layton City Council Meeting - August 15, 2024
- D. Minutes of Layton City Council Work Meeting - September 5, 2024

**2. MUNICIPAL EVENT ANNOUNCEMENTS:**

**3. VERBAL PETITIONS AND PRESENTATIONS:**

- A. Proclamation – Courtney Wayment

**4. CITIZEN COMMENTS:**

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

- A. Agreement between Layton City and the Utah Division of Outdoor Recreation to Accept the Federal Highway Administration’s Recreational Trails Program Funds for the Kay’s Creek Trail Pedestrian Overpass at the Layton FrontRunner – Resolution 24-27 – Approximately 150 South Main Street
- B. Acknowledgment of Termination of Agreement between Layton City, The Layton City Redevelopment Agency, and JL Ventures, LLC; Dated January 17, 2008 – Resolution 24-26 – Approximately 3550 North Fairfield Road
- C. Amended Plat – Valley Hi Phase 4 – 2068 East 2900 North

**6. PUBLIC HEARINGS:**

**7. UNFINISHED BUSINESS:**

**ADJOURN:**

Notice is hereby given that:

- A Redevelopment Agency (RDA) Meeting will be held at 5:30 PM. A Work Meeting will be held at 5:30 PM to discuss miscellaneous matters.
- This meeting will also be live streamed via [laytoncitylive.com](http://laytoncitylive.com) and [facebook.com/Laytoncity](https://facebook.com/Laytoncity)
- 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. Elected Officials at remote locations may be connected to the meeting electronically.
- 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: \_\_\_\_\_  
Kimberly S Read, City Recorder

This public notice is posted on the Utah Public Notice website [www.utah.gov/pmn/](http://www.utah.gov/pmn/), the Layton City website [www.laytoncity.org](http://www.laytoncity.org), and at the Layton City Center.

In compliance with the Americans with Disabilities Act, persons in need of special accommodations or services to participate in this meeting shall notify the City at least 24 hours in advance at 801-336-3826 or 801-336-3820.

## **Citizen Comment Guidelines**

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

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

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

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

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

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

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

Thank you.

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**MINUTES OF LAYTON CITY  
COUNCIL WORK MEETING**

**JULY 18, 2024; 5:40 P.M.**

**MAYOR AND COUNCILMEMBERS  
PRESENT:**

**MAYOR JOY PETRO, ZACH BLOXHAM, CLINT MORRIS, TYSON ROBERTS, BETTINA SMITH EDMONDSON, AND DAVE THOMAS**

**STAFF PRESENT:**

**ALEX JENSEN, CLINT DRAKE, CHAD WILKINSON, TRACY PROBERT, STEPHEN JACKSON, DAVID PRICE, JOELLEN GRANDY, ALLEN SWANSON, WENDY BRIMHALL, MINDY HUNSAKER, KARL KUEHN, AND TORI CAMPBELL**

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

Mayor Petro opened the meeting.

**AGENDA:**

## **MAYOR'S REPORT**

Mayor Petro reported North Davis Sewer District (NDS) would be considering a possible a \$2 increase beginning July 2025 alternating years. She stated the Board would complete an assessment to determine whether the increase was needed prior to each implementation. She provided an update on the Hill Field Road project and stated it was on schedule for completion. The grand opening/ribbon cutting for its new pump station was scheduled for Wednesday, August 21, 2024 from 1:00-3:00 PM.

The Homeless Task Force was required to submit the County's plan by Thursday, August 1, 2024. The suggested plan, agreed by the task force members would be a mobile plan; therefore, not impacting one city. She explained if the plan was approved, large portable tents large enough to accommodate 15-20 cots. Additionally, it had been proposed to use a large bus which could be converted with numerous bunks and personal belongings could be stored in compartments under the bus. She emphasized this was a result of Code Blue and nothing had yet been finalized.

## **COUNCILMEMBER'S REPORT**

Councilmember Smith Edmondson announced a free movie screening, 'Screenagers' was planned for Thursday, August 22, 2024, 7:00 PM at the Kenley Amphitheater. She explained the movie addressed the

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effects of vaping and the use of drugs and alcohol in young people in the digital age. She described the film as a documentary with youth participants. She mentioned there would be gift card raffles and students would have the opportunity to receive citizen credit recovery at the free event.

## **ACTIVE TRANSPORTATION PLAN**

David Price, Parks and Recreation Director, expressed appreciation to Staff for past efforts in contributing to the City's Active Transportation Plan. Staff desired to compile and update its bike and trail plans found in separate plan elements into one overarching document to be known as the Layton City Active Transportation Plan. This new plan element would supplement other General Plan elements to identify community opportunities and define goals and policies.

JoEllen Grandy, Parks Planner, announced the Plan was initiated in 2021-2022 and also thanked Staff who contributed with finalizing the Plan and presented it to the Council highlighting the following:

- Goals and objectives of the Plan
- Planning process
- Existing conditions analysis
- Public involvement
- Recommendations
- Implementation strategies

Ms. Grandy mentioned the contribution on behalf of Wasatch Front Regional Council (WFRC) and emphasized the Plan was intended to serve as a guide to Staff when prioritizing projects and allocating funds. She mentioned the participants of the Steering Committee and reviewed the six goals pointing out the following objectives:

- Useful connections
- Support local economy
- Promote health and safety
- Serve a wide variety of people
- Provide a quality user experience
- Foster community support

She identified and reviewed the Planning Process associated with the updated Transportation Plan and also reviewed existing active transportation facilities. She reported the analysis concluded the critical need for the Plan to create connectivity and purposeful connections.

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She reviewed the public involvement portion of the process identifying those participating individuals on the steering committee and reported on the public outreach open houses.

She reported the recommendations and referenced illustrations which reflected a variety of infrastructure treatments and explained the definitions of each. She also explained ‘spot’ improvements included with the infrastructure treatments. These improvements included 99 miles of newly proposed bikeways and trails. The trails needed to provide connectivity to be more useful to residents or individuals using them. She also mentioned the Plan included non-infrastructure treatments and identified the policies, programs, and initiatives which made it easier to implement active transportation infrastructure and encourage more active transportation use.

She briefly referenced the project prioritization illustration and explained how the prioritization was determined and identified the top 10 projects moving forward. Connectivity to schools, transit, and higher traffic areas were considerations for the long-term high-value projects.

Councilmember Smith Edmondson inquired about the safety of bike lanes and Ms. Grandy responded only a small amount were designated to have a ‘buffer’ and mentioned those were targeted to be located around town centers. Mr. Price also mentioned oftentimes the capability for the ‘buffer’ wasn’t always available.

Ms. Grandy reported the consultants had provided cost estimates within the implementation strategies as well as potential funding sources such as available grants to help offset costs. Facility design best practices was included as a reference. She asked if there were any questions and a discussion followed regarding specific projects and which infrastructure treatment would be appropriate. The Council expressed agreement regarding the preconceived sense of security associated with bike lanes. A discussion took place regarding the increased use of ebikes, small motorcycles, and scooters within the City.

The Council expressed appreciation for Staffs’ work on the Plan.

**ACCEPT A PROPOSAL FOR AN INTERLOCAL AGREEMENT BETWEEN LAYTON CITY AND SOUTH WEBER CITY FOR THE PROVISION OF DISPATCH SERVICES – RESOLUTION 24-24**

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Allen Swanson, Police Chief, and Karl Kuehn, Communications Manager, presented the Interlocal Agreement between Layton City and South Weber City for dispatch services. Chief Swanson reminded the Council the City recently began providing dispatch services for Clearfield City and North Davis Fire District (NDFD). He reported other entities had inquired as to whether Layton City could also provide these same services to them and reported the City currently didn't have the capability for these larger cities; however, South Weber City was small enough that the City could meet the request.

Mr. Kuehn announced the proposed contract with South Weber was similar to those with Clearfield and NDFD, including figures specific to the current fiscal year and minus the language specific to the Clearfield consolidation. He reported South Weber averaged approximately one call per day and he didn't anticipate any measurable impact to Layton City. He pointed out this would be one more step toward consolidation for the northern area of the County and added the Davis County Sheriff's Department would continue to provide law enforcement services.

He asked if there were any questions and a discussion followed regarding dispatch consolidation for entities to the south of Layton City. Mr. Kuehn mentioned there wasn't a designated boundary used to determine whether services would be provided by Bountiful or Layton City and explained how Kaysville and Farmington had decided to join with Bountiful as of January 1, 2025. He also explained the legality of having contiguous geographical boundaries in order to provide dispatch services pointing out Clinton City couldn't request Bountiful provide its dispatch services because of the other cities in between to illustrate the point. The discussion continued regarding dispatch consolidation and construction timeline for the City's new facility.

Alex Jensen, City Manager, emphasized Layton City would continue providing the best dispatch services for its residents in addition to those which it was contractually agreed to. He continued to emphasize the City wouldn't get involved in a bidding war or provide any type of incentive to persuade an entity to enter into contract with Layton City.

Mr. Kuehn pointed out these current contracts reflected replacement dates of December 2026 for new documents. He stated once the rate structure formula was established it would be simple to update annually for each entity. He also mentioned there would be no representation from South Weber on the Oversight Board at this time.

**PROPOSED AMENDMENTS TO LAYTON CITY MUNICIPAL CODE, TITLE 19 ZONING, CHAPTER 19.06 LAND USE REGULATIONS, TO ALLOW UP TO TWO HIGH-IMPACT**

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## **HOME OCCUPATIONS OUT OF THE SAME RESIDENCE**

Chad Wilkinson, Community and Economic Development Director, informed the Council this agenda item was initiated via citizen's request to accommodate a home occupation business. He reminded the Council the City had amended its Home Occupation Ordinance in 2020. As part of that process, Staff attempted to create a balance between use of the home as a home occupation at the same time anticipating there could be impacts to adjacent neighbors. As a compromise the ordinance currently allowed two home occupations; a low-impact home occupation in which clients rarely came to the home, more of a home office scenario and neighbors wouldn't know there was a business. A high-impact home occupation would be a situation in which clients regularly visited the home, had employees, and/or equipment and materials were stored. These types of businesses tend to have direct impacts to neighbors.

Mr. Wilkinson informed the Council in this particular instance the request was to allow two high-impact home occupations at the same residence: the current dog grooming business and a proposed contractor type use. The City denied the request made by the applicant on January 17, 2024, and the applicant subsequently requested changes to the code, which would require a text amendment to the Municipal Code.

The request came before the Planning Commission during its meeting on Tuesday, May 28, 2024, held a public hearing to review the proposed amendment and reported there had been considerable discussion on the issue. He pointed out the significant challenge with drafting a home occupation ordinance which could be universally, equally, and fairly applied throughout the City; not just with this particular request or scenario. He clarified the classification of high impact home occupation had been created for contractor use because they had a high tendency to expand beyond the initial application.

He announced Staff agreed with the Planning Commission's recommendation of denial for the request. He recalled one of the questions posed during the Planning Commission Meeting was how many of these similar requests had the City previously denied. Mr. Wilkinson responded four over the previous four years and in every case except this one, alternate business models had been identified which allowed them to comply with City ordinances, which he believed justified a change to the Code was not needed.

Additionally, the applicant had suggested re-classifying regulations regarding trailers kept on lots and Staff was concerned about interpretation and where that could lead specifically how that could also be universally, equally, and fairly applied throughout the City

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Staff recommended denial of the request and asked if there were any questions. A discussion followed.

## **GENERAL PLAN AMENDMENT – MODERATE-INCOME HOUSING PLAN ADDENDUM – ORDINANCE 24-23**

Mr. Wilkinson stated the General Plan Amendment was in response to the City’s reporting requirements to the State in relation to the Moderate-Income Housing Plan. He explained the State had requested the City be more specific about its goals and policies, to provide specific timeframes, identified in the last report. As the City advanced through this year’s process, the State had directed the City to be less specific; not reflecting a date, but using ‘being done an annual basis’ language so as to not have to amend the General Plan every year.

He also reported the addendum included minor edits and the removal of Strategy 3.2, which stated the City would assist in administering the Weatherization Program and indicated the City had never previously been involved with this particular program. He identified this was handled through the Department of Workforce Services, Housing Department.

## **GENERAL PLAN AMENDMENT AND REZONE REQUEST – MU-TOD (MIXED-USE TRANSIT ORIENTED DEVELOPMENT) TO C-H (PLANNED HIGHWAY COMMERCIAL) – ORDINANCE 24-19 AND ORDINANCE 24-20 – 282 NORTH MAIN STREET**

Mr. Wilkinson explained the request for a General Plan Amendment and Rezone was submitted by the Young Automotive Group, property owner, to facilitate expansion of their presence within the City. He identified the location of the parcel on a visual illustration. He also pointed out the parcel was on the boarder of the MU-TOD Zoning designation and vehicle dealerships weren’t permitted within this zoning designation. He continued to explain the predominant reason for the General Plan amendment was that UDOT (Utah Department of Transportation) was requiring drive access for the development correspondent with roadway 301 North.

He reminded the Council requests to amend the General Plan were carefully considered and not taken lightly; however, there were some factors related to the property which justified the consideration of the amendment and identified the following:

- The State recently adopted requirements for a Station Area Plan; areas within a one-half mile radius of a fixed-rail transit station. Mr. Wilkinson clarified the property stopped just short of this designation and concluded it wasn’t within the area for a higher density use in a TOD (Transit

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Oriented Development).

- Constraints on the property didn't allow for it to be a good candidate for Mixed-Use development given the proximity of an existing cell phone tower. He also spoke to the unique size of the parcel which would be more suitable for a different use.

He reported the request had been reviewed by the Planning Commission during its meeting on Tuesday, June 11, 2024, and it forwarded an approval recommendation with one dissenting vote based on the principal that amendments to the General Plan shouldn't be taken lightly.

He asked if there were any questions and members of the Council also expressed concern about setting precedent with this request to amend the General Plan and rezone, that other requests could follow. Mr. Wilkinson responded each request would be carefully considered on an individual basis and reminded the Council there were solid findings and situational factors associated with the property which wouldn't be applicable to other parcels and a discussion followed.

Mr. Wilkinson reported Staff had communicated any further expansions within that area wouldn't be considered by the City because it needed to be consistent with State Law regarding the density requirements within the half-mile radius.

Councilmember Bloxham inquired whether the property had been recently acquired by the Young Automotive Group and Mr. Wilkinson responded Young had been negotiating the purchase for some time. Councilmember Bloxham clarified the property was purchased with the knowledge and understanding of its current zoning and the discussion continued.

**The meeting adjourned at 6:53 p.m.**

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Tori Campbell, Deputy City Recorder

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**MINUTES OF LAYTON CITY  
COUNCIL MEETING**

**JULY 18, 2024; 7:00 P.M.**

**MAYOR AND COUNCILMEMBERS  
PRESENT:**

**MAYOR JOY PETRO, ZACH BLOXHAM, CLINT  
MORRIS, TYSON ROBERTS, BETTINA SMITH  
EDMONDSON, AND DAVE THOMAS**

**STAFF PRESENT:**

**ALEX JENSEN, CLINT DRAKE, CHAD  
WILKINSON, ALLEN SWANSON, AND TORI  
CAMPBELL**

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

Mayor Petro opened the meeting and welcomed the public. Councilmember Bloxham led the Pledge of Allegiance and offered the invocation.

**MINUTES:**

Councilmember Smith Edmondson requested a correction to the Work Meeting Minutes from May 2, 2024. She stated one line in her update specific to the Communities that Care reflected the organization had received permission to show a series of one hour films and clarified the organization had received permission to show one film, ‘Screenagers’, from the series of films. She mentioned she had sent an email with the clarifying language to Kimberly Read, City Recorder.

**MOTION:** Councilmember Smith Edmondson moved to approve the following minutes as written:

**Layton City Council Budget Work Meeting – March 20, 2024; and  
Layton City Council Meeting – May 16, 2024.**

And to approve the amended minutes of:

**Layton City Council Work Meeting – May 2, 2024.**

Councilmember Morris seconded the motion. The vote was unanimous to approve the minutes as written and amended.

**MUNICIPAL EVENT ANNOUNCEMENTS:**

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Councilmember Smith Edmondson announced the Layton Communities that Care would be hosting a free movie screening, ‘Screenagers’ in the Kenley Amphitheater on Thursday, August 22, 2024. She explained the movie was about the effects of vaping, substance use and abuse in the digital age. She mentioned the entire community was invited and reiterated it would be free to the public. She added there would be some raffles, snacks, etc. The movie would begin at 7:00 p.m. and although it was a free event RSVP to Megan Hanshaw at [meganh@dbh.utah.gov](mailto:meganh@dbh.utah.gov). She suggested students which had U’s carried over to inquire with the guidance counselor whether attendance at this event would clear those.

Councilmember Thomas mentioned the 4<sup>th</sup> of July celebration had been a great success and stated he’d received compliments regarding the City’s law enforcement officers. He was very pleased with the outcome.

Mayor Petro expressed agreement and complimented not only Staff from the Parks and Recreation Department, but community volunteers and those from the Parks and Recreation Commission.

Councilmember Roberts commented on the following:

- Remarked 14,000 popsicles and ice cream cones that were distributed along the parade route with another 5,000 given to hospitals and assisted living facilities within the City by over 100 volunteers.
- Pioneer Day activities were planned and highlighted the following:
  - Pioneer Jubilee at the Museum
  - Food Truck Rally in Constitution Circle
  - Free concert by “Riders in the Sky” in the Amphitheater beginning at 7:00 PM
  - Electric light parade beginning at 10:00 PM, starting at the south end of Wasatch Drive/Gentile Street, traveling to Constitution Circle
  - Party in Constitution Circle until 11:45 PM
- Layton F.E.S.T. (Farmers, Entertainment, Shopping, and Trucks) was ongoing every Friday evening from 5:30 PM – Dusk.
- Top Gun, Maverick, would be the Free Friday Film shown in the Kenley Amphitheater.

Mayor Petro announced Young Powersports on Main Street had revealed a large mural on the side of its building which tied into Davis County Tourism. She stated ‘Layton’ had been spelled out in large letters and the intent was for members of the public to take pictures in front of it. She also mentioned there were several items hidden within the mural and shared the story behind the hidden lower-case ‘t’.

## **PRESENTATIONS:**

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There were no presentations.

## **CITIZEN COMMENTS:**

Claude Young, 1198 North 100 East, requested consideration be given for placement of a radar trailer or other speed enforcement in the area. He described an incident of a speeding vehicle near 100 East/1250 North on July 4, 2024. He reminded the Council this wasn't the first time he had made this request.

Allen Swanson, Police Chief, responded he would make arrangements to place the radar trailer on that particular street.

## **CONSENT AGENDA:**

### **ACCEPT A PROPOSAL FOR AN INTERLOCAL AGREEMENT BETWEEN LAYTON CITY AND SOUTH WEBER CITY FOR THE PROVISION OF DISPATCH SERVICES – RESOLUTION 24-24**

Chief Swanson stated Resolution 24-24 would accept a proposal for an agreement between Layton City and South Weber City for Dispatch Services. He reminded the Council Layton City had participated in ongoing discussions with Davis County, City Administrators, Police Chiefs, and Fire Chiefs since early 2021 about the county-wide provision of dispatch services. At that time it was determined that the best system design would be for two dispatch centers, one in Bountiful, and one in the north serving the northern portion of the county. Following the consolidation of dispatch services between Layton, Clearfield City, and North Davis Fire District, South Weber City inquired whether Layton had the ability to provide dispatch services prior to completion of the new building. After examining the need, it was determined Layton had enough existing space to provide dispatch services for South Weber Fire and EMS (Emergency Medical Services).

The Agreement would benefit both jurisdictions in several ways and it was anticipated the cost-sharing, along with the economies of scale, would provide improved service and reduced costs for both jurisdictions. Additionally, it prepared the City for future consolidation of dispatch services for other entities.

Staff recommended the Council adopt the resolution.

Councilmember Bloxham requested Chief Swanson speak to how this wouldn't detract from Layton City residents receiving dispatch services at the highest level.

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Chief Swanson responded a formula based on the total budget of providing dispatch services, taking into account call volume and population of the cities and provided statistics specific to South Weber. He pointed out mutual aid was already in existence; the City’s Fire Department had already been responding to their incidents. He emphasized this Agreement would ease the communication.

Councilmember Morris requested further clarification regarding law enforcement services. Chief Swanson responded South Weber contracted with Davis County Sheriff’s Department for those services and indicated that would continue.

Councilmember Roberts inquired if there was any more space in the current facility and Chief Swanson responded there wasn’t enough space to bring on the remaining cities.

Councilmember Smith Edmondson asked about the need to hire additional Staff associated and Chief Swanson responded that wouldn’t be needed due to the limited call volume.

## **AMENDED PLAT – LAYTON INDUSTRIAL PARK SUBDIVISION – 2<sup>ND</sup> AMENDMENT – 882 NORTH MARSHALL WAY**

Mr. Wilkinson stated the applicant, Blake Madsen representing Liberty Rentals, was requesting a second amendment to the Layton Industrial Park Subdivision. He explained the simple amendment involved dividing an existing lot in the subdivision into two lots and reported the request met all minimum standards. He added the division would create additional developable land for the future.

He shared a visual illustration which reflected the existing lot consisted of 5.19 acres and the proposed amendment would create Lot 67, 3.34 acres and Lot 68, 1.85 acres in size. The M-2 (Heavy Manufacturing Industrial) didn’t have a minimum lot size or frontage requirement and both lots would meet the M-2 zoning requirements.

The Planning Commission reviewed the request during its meeting on June 25, 2024 and unanimously recommended approval.

He asked if there were any questions.

Councilmember Smith Edmondson requested clarification which lot had the existing building and Mr. Wilkinson responded it was located on the larger lot.

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**MOTION:** Councilmember Roberts moved to approve the Consent Agenda as presented. Councilmember Smith Edmondson seconded the motion, which passed unanimously.

## **PUBLIC HEARINGS:**

### **PROPOSED AMENDMENTS TO LAYTON CITY MUNICIPAL CODE, TITLE 19 “ZONING”, CHAPTER 19.06 “LAND USE REGULATIONS”, TO ALLOW UP TO TWO HIGH-IMPACT HOME OCCUPATIONS OUT OF THE SAME RESIDENCE**

Chad Wilkinson, Community and Economic Development Director, introduced the agenda item and informed the Council the requested text amendment was submitted by Jeremy Cook, resident and applicant. The requested change was specific to the Home Occupation Standards in the Municipal Code allowing up to two high-impact home occupations out of the same residence.

He explained the difference between a low-impact and high-impact home occupation license: high-impact were those which required clients to visit the home or that may result in neighborhood impacts if not properly managed. Contractor, handy-person, and landscape or yard maintenance contractor-type businesses were classified as high-impact occupations. Low-impact were those which were almost invisible to neighbors such as a consultant, or other type of work which might require only a laptop, small desk, resulting with little impact to the neighbors. High-impact would also include a business which had an employee or client which regularly came to the home or had equipment stored on the property. He clarified this would include beauticians/barbers or swim/dance lessons.

He reported text amendment changes were made to the Home Occupation Standards back in 2020 which allowed for additional home occupations which weren't previously allowed and at that time discussions took place specific to the proper amount of impact which would be acceptable in a residential neighborhood. He identified the challenges associated with identifying a reasonable use of someone's property while not creating unreasonable impacts on neighboring property owners. The result was to allow two home occupations in the same dwelling: one low-impact and one high-impact, or two low-impact. He further clarified this had allowed many residents the opportunity to have additional home occupations.

He reminded the Council the applicant was requesting a text amendment change to allow up to two high-impact home occupations and reported the request had been reviewed by the Planning Commission during its meeting on Tuesday, May 28, 2024, which voted unanimously to recommend the City Council deny the

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request. Staff supported the Planning Commission's recommendation.

He reviewed the two main reasons for the denial: first, the impacts to neighboring property owners and secondly, Staff had yet to recognize sufficient conflicts with the existing home occupation standards which would warrant a change to the ordinance. Since 2020, the City had reviewed only four applications for high-impact home occupations which had conflicted with the existing high-impact business model; and out of the four, all but one applicant had been able to find alternate business models which allowed them to comply with City ordinances.

He asked if there were any questions.

Councilmember Bloxham requested clarification whether the current ordinance was based on a quantity of clients visiting the high-impact home occupation business or whether there was the possibility of clients. Mr. Wilkinson responded in the affirmative it was based on a possibility of clients visiting the business and clarified the impact of the clients was considered, pointing out there were also some very specific standards of what types of materials were allowed to be stored associated with the contractor high-impact home occupation business. He further clarified any home occupation business receiving clients would be considered a high-impact business.

Councilmember Morris believed the current ordinance struck a good balance with allowing home occupation businesses without neighborhoods becoming places of business. He suggested not all high-impact home occupation businesses were equal and inquired whether the solution would be to allow the Planning Commission the authority to consider all aspects of the high-impact business. Mr. Wilkinson responded in the affirmative that had been considered; however, the challenge was creating an ordinance providing an appropriate balance of the reasonable use of the home and which could be administered fairly throughout the City. He emphasized the importance of not changing the fundamental purpose of the 'home' in a residential zone and a discussion followed regarding possible unintended consequences with an ordinance which would allow approval on a case by case basis.

Clint Drake, City Attorney, expressed agreement with Councilmember Morris' observation that could be problematic.

**Mayor Petro opened the public hearing at 7:37 p.m.**

Claude Young, resident, implored the Council to consider the 'Cottage' style of housing units when

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contemplating the amendment to City Code. He pointed out the current economy had forced people to consider alternative revenue streams and expressed his opinion the home occupation ordinance shouldn't be too restrictive.

Councilmember Smith Edmondson expressed appreciation for comments which explained the challenge in creating an ordinance which wasn't specific and the unintended consequences, as well as creating an ordinance which was too restrictive that requests for concessions were often received by Staff. She understood the Planning Commission's recommendation of denial for the request. She indicated she had questions for the applicant; however, they were not in attendance at the meeting. She also expressed appreciation to City Staff for efforts to work with residents regarding their requests.

Councilmember Roberts expressed appreciation to Mr. Wilkinson for his comments specific to balancing what was in the best interest of the City as a whole and not for one specific situation. He believed the City's current ordinance encouraged new businesses while at the same time protected residents living in a residential neighborhood.

**MOTION:** Councilmember Roberts moved to deny proposed amendments allowing up to two High-Impact Home Occupations operating out of the same residence, as recommended by the Planning Commission. Councilmember Smith Edmondson seconded the motion. The motion passed with the following vote: **Voting AYE – Councilmembers Roberts, Bloxham, Morris, Smith Edmondson, and Thomas. Voting NO – None.**

## **GENERAL PLAN AMENDMENT – MODERATE-INCOME HOUSING PLAN ADDENDUM – ORDINANCE 24-23**

Mr. Wilkinson presented the General Plan Amendment for the Moderate-Income Housing Plan, which was an element within the City's General Plan document. He informed the Council, the proposed amendments were considered 'housekeeping' items which resulted from the City's Annual Report requirements. During discussions with Department of Workforce Services (DWS) Staff concerning the City's reporting requirements, the City observed the need to pull back on the specificity identified in the Plan; such as the elimination of dates, only referencing 'annually' and shared an example.

He identified another modification was to eliminate the Weatherization Program strategy and pointed out since this was currently being administered through a State agency, there was no need for it to be included as a strategy. He emphasized the City would continue to direct interested individuals to the Housing and

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Community Development Division of the Department of Workforce Services.

Staff recommended approval of the General Plan Amendment and asked if there were any questions.

Mayor Petro called for public comment. 7:46 p.m.

There were no public comments.

Mr. Wilkinson pointed out this was considered one of the City's reporting requirements. He stated Staff would be presenting the City's Annual Housing Report to the Council in the near future. He indicated DWS Staff had agreed to complete a pre-review to ensure the report was compliant prior to adoption by the Council.

Councilmember Smith Edmondson requested clarification about the possibility that some of the items being approved during the meeting would need to be changed. Mr. Wilkinson responded these changes resulted from closely working with DWS Staff.

**MOTION:** Councilmember Smith Edmondson moved to approve the General Plan Amendment – Moderate-Income Housing Plan Addendum – Ordinance 24-23 as presented. Councilmember Morris seconded the motion. The motion passed with the following vote: **Voting AYE – Councilmembers Thomas, Smith Edmondson, Morris, Bloxham, and Roberts. Voting NO – None.**

## **GENERAL PLAN AMENDMENT AND REZONE REQUEST – MU-TOD (MIXED-USE TRANSIT ORIENTED DEVELOPMENT) TO C-H (PLANNED HIGHWAY COMMERCIAL) – ORDINANCE 24-19 AND ORDINANCE 24-20 – 282 NORTH MAIN STREET**

The applicant for the General Plan amendment and rezone request is Spencer Young, representing the Young Automotive Group and ownership of the property. The proposed requests to change the General Plan from Urban District to Commercial and to change the zone from MU-TOD to C-H represent the applicant's desire to combine multiple adjacent parcels and construct a new car dealership.

Mr. Wilkinson introduced the agenda item, shared a visual illustration and oriented the Council to its location. He reviewed the uses of the adjacent property. The request was to amend the current zoning and spoke to the characteristics which he believed led to the proposed General Plan Amendment.

- The request was driven by UDOT (Utah Department of Transportation) to align access points
- The old home which existed on the property when the General Plan was adopted had been

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demolished

- The property was just outside the one-half-mile radius from the FrontRunner station, the area required by the State for inclusion in a mandated Station Area Plan, which justified consideration of amending the General Plan
- The property was unique, as was discussed during the Work Meeting, and pointed out the constraints which made it difficult to consolidate with the properties to the south and it was too small to be viable as a Mixed-Use development

He clarified the request wouldn't result in an island or spot zoning explaining the designation would be the same as immediately adjacent parcels which allowed for automobile dealerships and stated this would facilitate the expansion of auto dealerships in that area.

He reported the Planning Commission considered the request during its meeting on Tuesday, June 11, 2024, which recommended approval. He indicated there was a dissenting vote from one of the Commissioners regarding the importance of vetting and considering amendments to the adopted General Plan.

Mayor Petro called for public comment at 7:53 p.m.

There were no public comments.

Councilmember Smith Edmondson expressed her opinion that changes to the General Plan required considerable thought and consideration. She mentioned discussion from the previous Work Meeting during which concern had been expressed whether this would result in other properties within this area also requesting similar amendments. She recalled Mr. Wilkinson explaining there wouldn't be similar compelling reasons to consider other requests.

Councilmember Bloxham asked how long the property has been owned by the applicant and Mr. Wilkinson indicated he wasn't aware of that information. Councilmember Bloxham suggested there could be a presumption an applicant could purchase the property and then request a General Plan Amendment for its intended use and the Elected Officials would be amenable to the request. He expressed his opinion this scenario placed undue pressure on the elected body and inquired whether this could be an issue moving forward should this request be granted. Mr. Wilkinson expressed agreement the purchaser should be considering the existing General Plan designation and zoning. He mentioned a representative from the applicant was in attendance to respond to questions of the Council.

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Mr. Wilkinson further explained acquisition of properties had methodically taken place in order to complete an expansion of an existing successful Layton City business and experienced a variety of challenges associated with UDOT (Utah Department of Transportation) and this was identified as a solution. He didn't believe approval of the request would set precedent because it would be based on findings and fact which supported the request. He mentioned there would be instances in which General Plan amendments needed more time to vet the request and reviewed the facts associated with the parcel and the discussion continued.

**MOTION:** Councilmember Morris moved to close the public hearings at 8:01 p.m. and approve the General Plan Amendment and Rezone Request – MU-TOD (Mixed-Use Transit Oriented Development) to C-H (Planned Highway Commercial) 282 North Main Street as presented, Ordinance 24-19 and Ordinance 24-20. Councilmember Thomas seconded the motion. The motion passed with the following vote: **Voting AYE – Councilmembers Thomas, Smith Edmondson, Morris, Bloxham, and Roberts. Voting NO – None.**

## **UNFINISHED BUSINESS:**

Councilmember Roberts expressed appreciation to the City's Fire Department Staff for its quick response to recent fires within the City mitigating significant damage.

**The meeting adjourned at 8:03 p.m.**

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Tori Campbell, Deputy City Recorder

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

**AUGUST 15, 2024; 7:02 P.M.**

### **MAYOR AND COUNCILMEMBERS**

#### **PRESENT:**

**MAYOR JOY PETRO, ZACH BLOXHAM, CLINT MORRIS, TYSON ROBERTS, BETTINA SMITH EDMONDSON, AND DAVE THOMAS**

#### **STAFF PRESENT:**

**ALEX JENSEN, CLINT DRAKE, CHAD WILKINSON, STEPHEN JACKSON, SCOTT MAUGHAN, AND KIM READ**

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

Mayor Petro opened the meeting and welcomed the public. She offered the invocation and led the Pledge of Allegiance.

#### **MINUTES:**

There were no minutes submitted for approval.

#### **MUNICIPAL EVENT ANNOUNCEMENTS:**

Councilmember Smith Edmondson announced the Communities that Care Coalition would be hosting a film screening, 'Screenagers' which addressed the issue of substance abuse in the digital age. The free community event was scheduled for Thursday, August 22, 2024, 7:00 PM at the Kenley Amphitheater. She stated information was available on the calendar found on the City's website and on Davis Behavioral Health's website. Additionally, she would be leaving some small flyers which reflected a QR code to obtain information. She mentioned snacks and raffles would be available and pointed out citizenship recovery would be available for students attending the free event.

Councilmember Roberts provided a Parks & Recreation update:

- Layton F.E.S.T. (Farmers, Entertainment, Shopping, Trucks) from 5:30-9:00 PM in Constitution Circle every Friday until August 30, 2024.
- Free Friday Film in the Kenley Amphitheater would be Super Mario Brothers beginning at 7:00 PM.
- End of Summer Bash at Surf'n Swim was scheduled for Friday, August 30, 2024, 6:45-9:00 PM, \$2 admission per person.

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- Surf'n Swim would be closed from Saturday, September 7, 2024 through Monday, September 23, 2024, known as 'Bubble Week' for installation of the bubble. Additional time would be needed this year for pool maintenance.

Councilmember Thomas informed the Council August 17, 2024, Saturday, had been designated as Jaycee Day at the Heritage Museum. He stated live audio historical recordings would be taking place.

Mayor Petro reminded everyone school was back in session and requested drivers slow down, acknowledge speed limits on City streets, and be aware of all pedestrians, and watch for school children in crosswalks.

## **PRESENTATIONS:**

There were no presentations.

## **CITIZEN COMMENTS:**

Sandeep Singh, business owner 1971 North Hill Field Road, distributed a packet of photos and other documentation specific to his business, as well as other businesses within the City. He informed the Council of problems he's encountered with acquiring a business license. He explained City ordinance required specific landscaping requirements: the planting of trees of a certain size and height prior to the business license being issued. He requested the Council allow the trees he planted, which weren't the correct trunk diameter, remain in place until next fall and if they didn't grow to the correct diameter, he would remove the trees and plant the correct size trees.

Daniella Harding, 1506 East 2050 North, informed the Council regarding issues with the City's Public Works Department specific to her neighborhood. She mentioned a water main break was experienced in her neighborhood and the water had subsequently been shut-off, which was understandable. She indicated Austin, a Public Works employee came to her home and informed her regarding the water shut-off. She was very grateful for the warning. She then informed the Council of her encounter with another Public Works employee while she was navigating a City street and Staff was working to repair a waterline, which she believed put her in danger by blocking the clear view. She also suggested 'road closed' signage or flaggers could have contributed to a safer intersection.

Jake Garn, 674 Rose Blossom Drive, described a recent event he witnessed regarding interaction with Police Officers and some indigent and/or homeless individuals at a local 7-Eleven store on Saturday, July 20, 2024,

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at approximately 11:00 AM and again at 4:00 PM.

## **CONSENT AGENDA:**

### **AMEND TITLE 16.04.020 AND TITLE 16.04.080 OF THE LAYTON MUNICIPAL CODE ENABLING THE CITY TO RECOVER COSTS RELATED TO HAZARDOUS MATERIALS EMERGENCIES – ORDINANCE 24-24**

Clint Drake, City Attorney, explained the amendments were proposed by the City’s Fire Chief. He explained one of the changes was specific to clarify definition language in the ordinance text. He explained the other change was the need to address fire suppression equipment to be used for electric vehicles should they be involved in a fire. He explained there was significant expense incurred by the City’s Fire Department to suppress these fires and the proposed changes would allow the City to recover costs associated with single-use expensive items when responding to hazardous material emergencies.

Councilmember Smith Edmondson clarified the addition of the single-use blanket equipment and possible asphalt replacement costs were only being added to a list of recovery items and Mr. Drake responded in the affirmative. He added other entities were also adding the thermal blankets to their respective ordinance because it was becoming an issue.

Councilmember Bloxham requested clarification regarding the term ‘gross negligence’ included in the ordinance. Mr. Drake shared some examples to illustrate the difference between ‘negligence’ and ‘gross negligence’.

Councilmember Morris inquired about the frequency of these types of happenings in which a fire is a result of an accident or more of a mechanical issue regarding the operation of the electric car battery. Mr. Drake responded to the gross negligence issue related to the battery fire. Scott Maughan, Assistant Fire Chief, further explained costs associated when responding to any accident resulting in a fire. He continued to explain challenges when responding to fires of electronic vehicles and the need to use the one-use thermal blanket to distinguish the fire. He reported the City had only experienced one of these types of fires.

### **AMENDED PLAT – WYNDOM SQUARE COMMERCIAL SUBDIVISION PHASE 2 – 2<sup>ND</sup> AMENDMENT – 1330 EAST HIGHWAY 193**

Chad Wilkinson, Community and Economic Development Director, shared a visual illustration and oriented

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the Council to the location of the commercial subdivision and briefly reviewed surrounding uses. He shared the original subdivision plat and explained the request would further define the units and clarify maintenance responsibilities, as well as, establish open space and common areas between the commercial units. He referenced the proposed plat which reflected the building farthest north had been divided into two units. The other unit included the larger building with the remaining area designated as ‘common area’ which clarified the maintenance responsibilities for the business owners’ association.

He reported the Planning Commission reviewed the request during its meeting on Tuesday, July 23, 2024, and unanimously forwarded recommendation to the Council. He asked if there were any questions and there were none.

## **APPROVAL OF A QUIT-CLAIM DEED, VACATING A CULINARY WATER LINE EASEMENT AT APPROXIMATELY 100 WEST 2675 NORTH – RESOLUTION 24-25**

Stephen Jackson, Public Works Director, explained approval of the resolution would authorize vacation of a culinary water line easement with Windsor Square Commercial Phase 3 plat. He explained Leadership Learning Academy would be expanding and a current water line easement would need to be vacated. He explained the water line easement was intended to have a public water line connecting to Rolling Hills Mobile Home Park to the north. He reported the water line wasn’t currently connected to Rolling Hills and Staff had identified the water line wasn’t necessary; therefore, the water line was currently considered a private fire hydrant line for Leadership Learning Academy. It had requested the City vacate the easement in order to complete construction of its expansion. Staff was recommending the City abandon that easement since it was no longer needed by the City, thus allowing Leadership Learning Academy to complete its project.

Councilmember Roberts clarified the water line currently serviced a fire hydrant within the commercial development. Mr. Jackson responded in the affirmative and indicated the fire hydrant would have to be relocated to a different location.

Councilmember Roberts asked if there were other situations within the City in which a private water line supplied a fire hydrant and Mr. Jackson responded in the affirmative and indicated this was common with other commercial developments within the City and identified the separate responsibilities for both the property owner and the City. Councilmember Roberts clarified the property owner would be responsible for any maintenance with the water line and Mr. Jackson responded in the affirmative.

**MOTION:** Councilmember Smith Edmondson moved to approve the Consent Agenda as presented.

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Councilmember Morris seconded the motion, which passed unanimously.

## **PUBLIC HEARINGS:**

There were no scheduled public hearings.

## **UNFINISHED BUSINESS:**

There was no unfinished business.

**The meeting adjourned at 7:36 p.m.**

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Kimberly S Read, City Recorder

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**MINUTES OF LAYTON CITY  
COUNCIL WORK MEETING**

**SEPTEMBER 5, 2024; 6:00 P.M.**

**MAYOR AND COUNCILMEMBERS  
PRESENT:**

**MAYOR JOY PETRO, ZACH BLOXHAM, CLINT MORRIS, TYSON ROBERTS, BETTINA SMITH EDMONDSON, AND DAVE THOMAS**

**STAFF PRESENT:**

**ALEX JENSEN, CLINT DRAKE, CHAD WILKINSON, LON CROWELL, STEPHEN JACKSON, ED FRAZIER, AND KIM READ**

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

Mayor Petro opened the meeting.

**AGENDA:**

## **MAYOR'S REPORT**

Mayor Petro requested Councilmember Morris inform the Council of his new appointment.

Councilmember Morris announced he would be serving on the Board of the Utah League of Cities and Towns for a two-year term. He mentioned Councilmember Smith Edmondson had nominated him for the appointment. Mayor Petro expressed appreciation for Councilmember Morris' willingness to serve and for the Council's support of the League.

Mayor Petro provided the following update:

- Attended the Wasatch Integrated Waste Management District (WIWMD) Board Meeting on Wednesday, September 4, 2024, and reported the recycling resolution continued to be modified. She announced those cities which had a successful recycling program would now be included within the incentivized program. She mentioned green waste had also been mentioned and believed it would be discussed during a future meeting.
- North Davis Sewer District (NDS) had turned on its new station pump and water was now being pumped to the Great Salt Lake.
- North Salt Lake City had adopted a resolution against the homeless center proposed by the State. She explained Switchpoint was interested in purchasing the building and was asked to do so in order to be eligible for federal funding. The State Taskforce, not to be confused with the Davis County Taskforce, had met and tabled the item to receive public input. It came before North Salt

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Lake's City Council on Tuesday, September 3, 2024, and passed the resolution. She indicated there was misunderstanding as to who was taking what action and reported members of the County's Task Force had received numerous emails from North Salt Lake residents. She mentioned the Davis County Taskforce was waiting for further direction from local legislators.

She announced Councilmember Thomas had experienced a birthday and distributed his birthday treat.

## **COUNCILMEMBER'S REPORT**

Councilmember Smith Edmondson stated she hadn't been provided a final report regarding the Communities that Care (CTC) movie screening. She believed approximately 60-80 had attended the free movie screening and many students had signed up to receive credit recovery. She expressed her opinion it had been a successful event. She mentioned Latter-Day Saints (LDS) Family Services would be hosting an Emergency Preparedness Fair on Saturday, September 7, 2024, from 11:00 AM to 1:00 PM and CTC would be tabling at that event as well as the City's Fire Department Open House on Wednesday, September 25, 2024.

She reported she and Councilmember Morris had attended the Utah League of Cities and Towns Fall Conference and it had provided housing materials to assist cities with illustrating its contributions toward the housing crisis with legislators. She distributed the handouts to Community Development Staff. She also provided an update on discussions centered on housing during the League Meeting.

Councilmember Morris added West Jordan had taken its local legislators on a tour throughout its City allowing them to witness what it was doing to address the housing crisis.

Councilmember Bloxham mentioned an article he had recently read how the supply in some areas had been met and stated he would forward it to Chad Wilkinson, Community and Economic Development Director.

A discussion followed regarding the housing discussion from the League Meeting.

Councilmember Thomas reminded the Council the Sub for Santa fundraising concert was scheduled for Saturday, September 14, 2024, 7:30 PM in the Kenley Amphitheater. The requested minimum donation was \$5 and reported all proceeds would go toward those served by the City's Victim's Advocate Program. He expressed appreciation to the Davis Arts Council (DAC) for its cooperation with the concert.

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## **DISCUSSION – 47G**

Lon Crowell, Community and Economic Development Deputy Director, introduced Chris Metz of 47G, formerly the Utah Aerospace and Defense Association and announced he would be sharing a presentation regarding the importance of Advanced Air Mobility (AAM), known as air taxis, or drone delivery of goods. He reported this technology had already been in use in Salt Lake and Utah Counties. He mentioned Governor Cox’s announcement of the new Air Logistics and Transportation Alliance, known as “Project Alta” which included plans to make Utah a major hub for a next generation of innovation in air travel. He informed the Council the City had identified a site which could be appropriate if the Council determined to move forward.

Mr. Metz stated he enjoyed his association with Layton City and recalled the City had hosted Utah Department of Transportation’s (UDOT’s) Aerospace Conference this year, which included a demonstration of the capability of vertical take-off and landing (VTOL) incorporating the orchestration of sound diminishing headsets to illustrate the benefits of electric vehicles.

He reported 20% of Utah’s economy was aerospace and defense and suggested Layton City was in a prime position given its proximity to HAFB (Hill Air Force Base) and to both Salt Lake International Airport and Ogden’s Regional Airport. He shared his background in advancing these technologies with the Council.

Mr. Metz shared a television report from CBS Sunday Morning. He highlighted the following from the television clip: the company Archer was poised to receive certification under current federal air flight regulations next year and several VTOL companies were ramping up production lines in order to fulfill advanced orders already received. He concluded this technology was no longer projected in the future; it was now a reality and would be available.

He reported Governor Cox had announced Project Alta on Thursday, May 30, 2024, and mandated 47G to implement this technology prior to the 2034 Winter Olympic Games as an institutionalized transportation solution for the Games. He expressed his opinion the industry was ready to make this type of air transportation a reality.

He also reported he had attended an FAA (Federal Aviation Administration) symposium with UDOT and learned from the panel during the keynote session, it was no longer ‘if and when’ but scale-ability and

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efficiency associated with advanced air mobility. He shared an update specific to the new technology for battery power to allow the aircraft to stay in the air longer as opposed to how far it could travel and predicted eight hours of flight time could be a reality by 2034.

He asked if there were any questions and a discussion followed regarding certifications for the various types of aircraft. Councilmember Morris inquired what was envisioned with air traffic control and Mr. Metz responded this would be a phased approach by introducing operations which wouldn't interfere with commercial air traffic and suggested there was plenty of uncontrolled air space and other available solutions available for this type of flight technology. He pointed out the FAA would continue to regulate this air travel and emphasized this could safely be accommodated given the City's proximity to HAFB. He clarified the drones would be required to comply with whatever air restrictions were in place.

Mr. Metz referenced the video and pointed out the importance of the network which would be used by the aircraft. He continued to explain this justified the need to create partnerships with the Inland Ports of Authority, UDOT, airports, and communities, like Layton City, to find the right network for the anticipated demand.

Mayor Petro inquired whether the aircraft would be provided by the manufacturers or was it anticipated a private company could have a fleet of aircraft it would manage. Mr. Metz responded it could be both private and public enterprise and 47G was looking to create a network the operators could utilize and the discussion regarding the various operations continued. Mr. Metz continued to share a visual presentation regarding charging stations and also identified how the technology was currently being used within the State of Utah. He briefly reviewed the proposed timeline and expressed his desire to identify the top 10 forward-leaning communities to determine where vertiports should be located to contribute with creating the network and identified needed requirements and/or property footprint of a vertiport. The discussion continued.

Mr. Metz indicated he was familiar with the City's proposed location near the newly constructed West Davis Corridor and expressed his opinion it would be a prime location to be part of a network. The discussion continued regarding rooftop capabilities, participation with Rocky Mountain Power, and creating an infrastructure making it affordable for any consumer.

Mr. Metz left the meeting at 7:10 PM

**CLOSED SESSION TO DISCUSS THE CHARACTER AND/OR COMPETENCY OF AN**

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**INDIVIDUAL(S), PENDING OR REASONABLY IMMINENT LITIGATION, PURCHASE, SALE, EXCHANGE, OR LEASE OF REAL PROPERTY, WATER RIGHTS OR SHARES, AND/OR DEPLOYMENT OF SECURITY PERSONNEL, DEVICES, OR SYSTEMS AS PERMITTED UNDER UTAH CODE §52-4-205**

**CLOSED MEETING:**

**MOTION:** Councilmember Smith Edmondson moved to adjourn the meeting and convene in a closed meeting at 7:11 p.m. to discuss the Purchase, Sale, Exchange, or Lease of Real Property, Including Any Form of a Water Right or Water Shares. Councilmember Roberts seconded the motion, which passed unanimously.

**MOTION:** Councilmember Thomas moved to open the meeting at 8:32 p.m. Councilmember Smith Edmondson seconded the motion, which passed unanimously.

**The meeting adjourned at 8:32 p.m.**

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Kimberly S Read, City Recorder

**SWORN STATEMENT**

The undersigned hereby swears and affirms, pursuant to Section 52-4-205(1) of the Utah Code Annotated, that the sole purpose for the closed meeting of the Layton City Council on the **5th day of September, 2024**, was to Discuss the Purchase, Sale, Exchange, or Lease of real property, including nay form of a water right or water shares.

Dated this 19th day of September, 2024.

ATTEST:

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JOY PETRO, Mayor

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KIMBERLY S READ, City Recorder

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

**Item Number:** 3.A.

**Subject:**

Proclamation – Courtney Wayment

**Background:**

The Mayor and Council will recognize Courtney Wayment for her representation of Layton City in the 2024 Paris Olympics.

**Alternatives:**

N/A

**Recommendation:**

N/A

**Whereas,** the steeplechase originated in Ireland in the 18<sup>th</sup> century where horses and riders raced from one town's church steeple to the next: the steeples were used as markers due to their visibility over long distances. Along the way, runners inevitably had to jump streams and low stone walls separating estates; and

**Whereas,** Courtney Wayment formerly born and raised in Layton City, attended North Layton Jr. High, Northridge High School, and Davis High School where she excelled in cross country, track, and soccer; and

**Whereas,** Courtney, being an American track and field athlete, believes in sacrifice, hard work, discipline, and dedication; and

**Whereas,** Courtney won the 2015 State Cross Country Championship, setting a new record. She was also the 2015-2016 Utah Women's Cross Country Gatorade Player of the Year and a three-time Utah High School Athletic Association State Champion; and

**Whereas,** Courtney attended and graduated from Brigham Young University where she won four National Collegiate Athletics Association (NCAA) championships and was an eight-time first team All-American and set the NCAA D1 Steeplechase record in 9:16.00 in 2022; and

**Whereas,** She is a professional runner and has qualified as a two-time World Championship finalist for Team USA and was an Olympic finalist at the Paris 2024 Olympics; and

**Whereas,** Courtney competed for Team USA in the 3000 meter steeplechase at the 2024 summer Paris Olympics, finishing 12<sup>th</sup> with a time of 9.13.6; and

**Whereas,** Courtney has the fourth fastest time ever run by an American in the 3000 meter steeplechase; and

**Whereas,** Courtney represented not only herself, her family, the schools she attended, but also the community of Layton City; and

**Whereas,** She is the daughter of Mark and Becky Wayment, who were members of the cross-country and track and field teams at Weber State University. Her father also competed in the steeplechase and was a two-time All-American. He was inducted into the Weber State Athletics Hall of Fame in 2000.

**Now, Therefore,** I, Joy Petro, Mayor of Layton City, Utah, along with the Layton City Council, do hereby proclaim its recognition of Courtney Wayment, and call upon all our citizens to congratulate her for her accomplishments and representation of Layton City.

**In Witness Whereof:** I have caused the Seal of the City of Layton, Utah to be affixed on this 19<sup>th</sup> day of September 2024.

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

**Item Number:** 5.A.

**Subject:**

Agreement between Layton City and the Utah Division of Outdoor Recreation to Accept the Federal Highway Administration's Recreational Trails Program Funds for the Kay's Creek Trail Pedestrian Overpass at the Layton FrontRunner – Resolution 24-27 – Approximately 150 South Main Street

**Background:**

On March 27, 2024, the City submitted a grant proposal through the Utah Division of Outdoor Recreation's Federal Highway Administration's Recreational Trails Program requesting funds to help construct the Kay's Creek Trail Pedestrian Overpass proposed to span the width of the Union Pacific/FrontRunner railway corridor and touch down immediately next to the FrontRunner Station. The overpass proposed will connect the east and west alignment of the Kay's Creek Trail to the FrontRunner Station and the downtown area of the City.

On August 22, 2024, the City was notified they had been awarded \$150,000 through the Federal Highway Administration's Recreational Trails Program. A fiscal assistance agreement has been issued by the Utah Division of Outdoor Recreation to formalize the awarded monies.

**Alternatives:**

Alternatives are to: 1) Adopt Resolution 24-27 authorizing the City Manager to conduct negotiations and execute the Agreement between Layton City and the Utah Division of Outdoor Recreation for funding assistance with the construction of Kay's Creek Trail Pedestrian Overpass; 2) Adopt Resolution 24-27 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 24-27 and remand to Staff with directions.

**Recommendation:**

Staff recommends the Council adopt Resolution 24-27 authorizing the City Manager to conduct negotiations and execute the Agreement between Layton City and the Utah Division of Outdoor Recreation for funding assistance with the construction of Kay's Creek Trail Pedestrian Overpass.

**RESOLUTION 24-27**

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN LAYTON CITY AND THE UTAH DIVISION OF OUTDOOR RECREATION FOR FISCAL ASSISTANCE FOR CONSTRUCTION OF THE KAY'S CREEK TRAIL PEDESTRIAN OVERPASS AT THE LAYTON FRONTRUNNER STATION**

**WHEREAS**, Layton City (the City) has elected to seek funding for construction of the Kay's Creek Trail Pedestrian Overpass to be located immediately north of the Layton FrontRunner Station at approximately 150 South Main Street; and

**WHEREAS**, the City has submitted a grant application to the Utah Division of Outdoor Recreation's Federal Highway Administration's Recreational Trails Program for funding assistance for construction of the Kay's Creek Trail Pedestrian Overpass to connect the east and west trail alignment of the Kay's Creek Trail to the FrontRunner and the downtown area of the City; and

**WHEREAS**, the City has been awarded \$150,000 from the Utah Division of Outdoor Recreation through the Federal Highway Administration's Recreational Trails Program for funding assistance for construction of the Kay's Creek Trail Pedestrian Overpass to connect the east and west trail alignment of the Kay's Creek Trail to the FrontRunner and the downtown area of the City; and

**WHEREAS**, Staff has reviewed and evaluated the funding requirements contained in the Utah Division of Outdoor Recreation agreement and has found it to be in the best interest of the City to accept the Utah Division of Outdoor Recreation's funding for construction of the Kay's Creek Trail Pedestrian Overpass at the Layton FrontRunner Station; and

**WHEREAS**, the Utah Division of Outdoor Recreation desires to enter into a fiscal assistance agreement with the City.

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

1. That the agreement entitled "Utah Division of Outdoor Recreation Recreational Trails Matching Fund Program Fiscal Assistance Agreement" between the City and the Utah Division of Outdoor Recreation, which is attached hereto and incorporated herein by this reference, be adopted and approved.
2. That the City Manager be authorized to conduct negotiations and the City Manager be authorized to execute the agreement between the City and the Utah Division of Outdoor Recreation for funding assistance with the construction of the Kay's Creek Trail Pedestrian Overpass at the Layton FrontRunner Station.
3. This Resolution shall become effective immediately upon adoption by the City Council.

**PASSED AND ADOPTED** by the City Council of Layton, Utah, this 3<sup>rd</sup> day of October, 2024.

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JOY PETRO, Mayor

ATTEST:

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KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CLINT DRAKE, City Attorney

  
\_\_\_\_\_  
DAVID R. PRICE,  
Parks & Recreation Department Director

State Contract #: \_\_\_\_\_  
Vendor #: 51804C  
Commodity #: 99999



**UTAH DIVISION OF OUTDOOR RECREATION  
RECREATIONAL TRAILS MATCHING FUND PROGRAM  
FISCAL ASSISTANCE AGREEMENT**

THIS AGREEMENT, executed as of the date of the last signature, between the UTAH DIVISION OF OUTDOOR RECREATION, hereinafter referred to as the DIVISION, and the Layton City - Parks & Recreation Department, qualifying under this agreement as a federal agency, state agency, political subdivision of the State of Utah, or a nonprofit group and hereinafter referred to as the PARTICIPANT.

WHEREAS, the DIVISION and the PARTICIPANT desire to provide for the planning, acquisition, construction, or improvement of non-motorized trails and associated facilities in Utah; and,

WHEREAS, the Federal Highway Administration's Recreational Trails Program (RTP) funds for this purpose are to be matched by the PARTICIPANT for said project of planning, acquisition, construction, or improvement of non-motorized trails and associated facilities herein after described: and,

WHEREAS, federal agencies are authorized to enter into this agreement under provisions of the Granger-Thye Act of April 24, 1950, (16 U.S.C. 490, 504-504a, 555, 557, 571c, 572, 579a, 580c-5801, 581 i-l), specifically Sec. 5; the Cooperative Funds Act of June 30, 1914 (CH. 131, 38 Stat. 415, as amended: 16 U.S.C. 498); and the Federal Land Policy and Management Act of 1976 (FLPMA), Public Law 94-579.

NOW, THEREFORE, the DIVISION and PARTICIPANT hereby agree as follows:

**PROJECT EXECUTION FOR:** Kay's Creek Trail Pedestrian Overpass at the Layton FrontRunner

**Organization Name:** Layton City - Parks & Recreation Department

**Address:** 465 N. Wasatch Drive, Layton Ut 84041

**Contact:** JoEllen Grandy

**Contact Email Address:** [jgrandy@laytoncity.org](mailto:jgrandy@laytoncity.org)

	<b>PROJECT FUNDS</b>
RTP FUNDING	\$ 150,000.00
PARTICIPANT FUNDING - CASH	\$7,781,614.00
PARTICIPANT FUNDING – IN-KIND	0
<b>TOTAL PROJECT BUDGET</b>	<b>\$7,931,614.00</b>

**ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:**

- Attachment A – Standard Terms and Conditions for Grants
- Attachment B – Recreational Trails Program Terms and Conditions
- Attachment C – Build America, Buy America
- Attachment D – Scope of Work
- Attachment E – Project Budget

Any conflicts between Attachment A and the other attachments will be resolved in favor of Attachment A.

**A. PROJECT EXECUTION**

1. The DIVISION shall reimburse the PARTICIPANT up to a total of **\$150,000** from funds made available from the Federal Highway Administration’s RTP upon receipt of satisfactory documentation of total trail project expenditures and certification that the project has been completed as proposed in the project application, which application, by reference, has been made part of this agreement. The project shall be completed on or before **September 30, 2026**.
2. All governmental laws, regulations, or actions applicable to the grant authorized by this contract, including but not limited to Utah Code § 79-7-204, and Salesforce funding application APP-003533 and all documentation submitted for this project.
3. The PARTICIPANT shall comply with all applicable Federal and State Statutes and will be responsible for *obtaining any necessary permits and approvals prior to the commencement of the project*, such as the RTP Environmental Clearances and Check List.
4. Each contract the PARTICIPANT signs with a contractor (and each subcontractor the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Division deems appropriate.

5. The PARTICIPANT, excluding federal agencies, shall indemnify the State of Utah and its officers, agents, and employees against and hold the same free and harmless from any and all claims, demands, losses, costs, and/or expenses of liability due to, or arising from, either in whole or in part, whether directly or indirectly, and relative to, the execution of this project, subject to and in accordance with the provisions and limitations contained within the Utah Governmental Immunity Act and the Utah Public Employees Indemnification Act.

6. The PARTICIPANT agrees that the project area acquired, developed, or improved pursuant to this agreement shall not be converted to other than public non-motorized recreational trail use without written notice to the Director of the Utah Division of Outdoor Recreation. Furthermore, if a trail developed with the Federal Recreational Trail Program funds is converted to other use, the PARTICIPANT will provide another trail of comparable value, as mutually agreed by both parties, in the same general location.

7. The PARTICIPANT shall maintain all facilities and property covered by this agreement in a safe, usable, and attractive condition. The DIVISION makes no claims to ownership nor management interests of facilities constructed pursuant to this agreement on lands legally owned by the PARTICIPANT.

8. The PARTICIPANT shall provide suitable permanent public acknowledgment of State participation at the project site. Such acknowledgment shall at least be the display of a sign, the design of which to be made by mutual agreement.

9. Buy America – The PARTICIPANT agrees to comply with the current Build America, Buy America guidelines which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in federally funded projects are produced in the United States unless a waiver has been granted by the DIVISION or the product is subject to a general waiver. See Attachment C.

10. Any PARTICIPANT that is a nonprofit corporation must disclose whether it meets or exceeds the requirements listed in Subsection 51-2a-102 (6)(f) in the previous fiscal year of the nonprofit corporation; and 51-2a-102 (6)(f): (f) the governing board of any nonprofit corporation that receives:

- a) at least 50% of its funds from federal, state, and local government entities through contracts; or
- b) an amount from the DIVISION that is equal to or exceeds the amount specified in Subsection 51-2a-201(1) that would require an audit to be made by a competent certified public accountant; and anticipates meeting or exceeding the requirements listed in Subsection 51-2a-102 (6)(f) in the fiscal year the grant is issued.

In addition, the PARTICIPANT (a nonprofit corporation) shall provide the following to the DIVISION as a supplement to this contract:

- a) bylaws that provide for:
  - i. the financial oversight of the state money; and
  - ii. compliance with state laws related to state money;

- b) procedures for the governing board of the nonprofit entity to designate an administrator who manages the state money; and
- c) procedures for the governing board to dismiss the administrator

Further, the PARTICIPANT (a nonprofit corporation) shall provide the DIVISION an itemized report at least annually detailing the expenditure of state money. The nonprofit may be required to return to the state entity any amount of money that is expended in violation of 63J-9-201 if the nonprofit fails to comply with the agreement.

## **B. TERMINATION**

1. The PARTICIPANT, upon written notice to the DIVISION and by refunding all monies received pursuant to this agreement, may unilaterally rescind this agreement prior to the commencement of the project. After project commencement, this agreement may be rescinded, modified, or amended only by mutual agreement. The project shall be deemed commenced when the PARTICIPANT makes any expenditure of funds provided in this agreement or incurs any financial obligation with respect to the project.
2. The PARTICIPANT shall, at no cost to the DIVISION, execute, complete, operate, and maintain the approved Project in accordance with the approved Project Proposal and applicable plans and specifications, which documents are by this reference made part hereof. Failure to render satisfactory progress or to complete the Project may be cause for the suspension of all obligations of the DIVISION under this agreement. In the event, this agreement is terminated under the provisions of this paragraph and in the event, the Project has not been brought up to a useful stage at the time of such termination, the PARTICIPANT shall reimburse to the DIVISION all payments, which have been received by the PARTICIPANT under this agreement.
3. Failure by the PARTICIPANT to comply with the terms of this agreement, if not corrected within thirty (30) days after written notice from the DIVISION, shall be cause for suspension of all obligations of the DIVISION hereunder and may result in a declaration by the DIVISION that the PARTICIPANT is ineligible for participation in DIVISION sponsored grant programs.

## **C. FINANCIAL RECORDS**

1. The PARTICIPANT shall conform to generally accepted accounting principles and shall maintain its fiscal accounts in a manner that provides an audit trail of payments adequate to establish that such funds have been used in accordance with this agreement.
2. The PARTICIPANT shall provide the DIVISION a fiscal report within sixty (60) days after completion of the project, or within sixty (60) days of the contract expiration date on forms to be provided by the DIVISION. Said report shall include an accounting of project expenditures and assurances that all monies paid to the PARTICIPANT by the DIVISION under this agreement were used for the planning, acquisition, construction, or improvement as herein described. Said report shall also include a summary list of all personnel, supplies, materials, and construction costs associated with this project in a manner prescribed by the DIVISION.

3. The DIVISION, upon reasonable notice, shall have access to and the right to examine such books, documents, papers, or records as the DIVISION may reasonably require.

4. The PARTICIPANT agrees to make immediate monetary restitution for any disallowances of costs or expenditures determined through audit or inspection by the DIVISION.

FURTHER, the PARTICIPANT shall prosecute all phases and aspects of the project in a timely manner and shall in all respects comply with the terms, conditions, covenants, and other obligations of this agreement. It is understood and agreed that the PARTICIPANT shall have the basic responsibility for all phases and aspects of the project and that all phases of the project are subject to review and acceptance by the DIVISION.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the year and day first above written:

**THE STATE OF UTAH**  
**Division of Outdoor Recreation**  
**Department**

**Layton City - Parks & Recreation**

\_\_\_\_\_  
Name: Tara McKee  
Title: Deputy Director, Grants  
Date:

\_\_\_\_\_  
Name:  
Title:  
Date:

\_\_\_\_\_  
Name: Maureen Casper  
Title: Contract Analyst  
Date:

Approved as to Form

By Jodym Aylove  
Date 9/6/2024

**Division of Finance**

[Signature] 9.10.24  
Parks & Recreations Director Date

\_\_\_\_\_  
Date:  
Contract Number:

## Attachment A: Standard Terms and Conditions for Grants between Government Entities

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:

1. “**Contract**” means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
2. “**Grant Money**” means money derived from State gas tax that are owned, held, or administered by the State.
3. “**Grantee**” means the individual or entity which is the recipient of Grant Money from the State. The term “Grantee” includes Grantee’s agents, officers, employees, and partners.
4. “**Non-Public Information**” means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable State and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and State laws.
5. “**State**” means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified on the Contract providing the Grant Money.
6. “**SubGrantees**” means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to, Grantee’s agents, consultants, employees, authorized resellers, or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including Grantee’s manufacturers, distributors, and suppliers.

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. The venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

4. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts, and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract. This includes documentation related to Grantee’s performance of the Contract terms, scope of work, project-specific requirements, and outcomes reported to the State by Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State staff, and/or a party hired by the State, access to all records necessary to account for all Grant Money received by Grantee as a result of this Contract and to verify that Grantee’s use of the Grant Money is appropriate and has been properly reported.

5. **INDEPENDENT CAPACITY:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State of Utah agency effectuating this Contract.

6. **INDEMNITY:** Both parties to this Contract are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections, or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

7. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee’s employees.

8. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties; which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.
9. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. Any material violation of the terms of the program or Contract may give rise to for-cause termination.
10. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract, or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph includes but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
11. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees, as well as any SubGrantees as required by law.
12. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public records in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that non-protected portions of Grantee's Application will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
13. **PAYMENT:** The acceptance by Grantee of final Grant Money payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to Grantee. No State payment is to be construed to prejudice any claims that the State may have against Grantee. The state may withhold, adjust payment amount, or require repayment of any Grant Money under this Contract that is: provided in reliance on an inaccurate or incomplete representation, unsupported by sufficient invoices or other documentation, not used by Grantee for the project identified, used for any purpose in violation of the terms of this Contract or in violation of the law, or paid in excess of what is actually owed.
14. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon Grantee's use of the Grant Money. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
15. **ASSIGNMENT:** Grantee may not assign, sell, transfer, sub-contract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.
16. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-Public Information strictly confidential; and (iii) not disclose any Non-Public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-Public Information. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-Public Information to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
17. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.
18. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Grantee will indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability, such limitations of liability will not apply to this section. This provision does not apply to Federal Government Grantees.
19. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognize that they have no right, title, interest, proprietary, or otherwise in the intellectual property owned or licensed by the other unless otherwise agreed upon by the parties in writing.

20. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
21. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract signature page(s); (iii) the State's additional terms and conditions, if any; (iv) any other document listed or referenced in Contract; and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
22. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
23. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
24. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: February 2022)

## Attachment B: Recreational Trails Program Grant Terms and Conditions

### 1. PROJECT DESIGN, SCOPE OF WORK, AND USE OF FUNDS:

- a) The scope of work for this grant contract is outlined in Attachment D and their referenced application submitted in Salesforce. The Grantee hereby agrees to complete that scope of work and shall use the grant funding provided to achieve the goals and benchmarks set forth therein.
- b) Successful completion of the scope of work will be determined by the State, based on documentation of the completion of goals and benchmarks outlined in Attachment D.
- c) The Grantee shall comply with all applicable Federal and State statutes and regulations and will be responsible for obtaining and maintaining any necessary permits and approvals prior to commencement of the project.
- d) All requirements listed in the application for eligibility and required attachments are incorporated here by reference though not attached hereto.
- e) The scope of work is hereby termed the Grantee's project, which shall commence as of the contract effective date and be completed on or before the contract termination date.
- f) The Grantee agrees that the planning, acquisition, and development of trails pursuant to this contract shall not be converted to other than public recreational use without written notice and approval from the Director of the Utah Division of Outdoor Recreation. Furthermore, if the trail developed with the Recreational Trails Program Grant funds is converted to another use, the other use must be of comparable value and may not be converted until both parties agree in writing to the converted use. The converted use must be in the same general location and will be provided by the Grantee.
- g) The Grantee shall maintain or ensure appropriate maintenance as determined by the State of all facilities and property covered by this contract in a safe, usable, and attractive condition. The project area shall be kept reasonably open, accessible, and safe for public use. Structures, trails, and trail infrastructure should be kept maintained throughout their estimated lifetime to prevent undue deterioration and to encourage public use. The State makes no claims to ownership or management interests of facilities constructed pursuant to this contract on lands legally owned by the Grantee.
- h) The Grantee shall provide evidence that the trail project has county, city, state, federal or tribal approval and endorsement. A contract must be signed with the party who will maintain the recreational trail for at least the next ten (10) years. Evidence supplied in the Grantee's application may fulfill this requirement. The State reserves the right to request updated documentation and proof on continued support and maintenance contracts at any time. The Grantee shall give the State reasonable notice of any change in the contract or endorsement status. Loss of endorsement or maintenance contract may constitute an event of default and result in a recapture of the grant funds.
- i) **The Grantee agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in federally funded projects are produced in the United States unless a waiver has been granted by the State or the product is subject to a general waiver. The Grantee must submit to the State the appropriate Buy America certification (Attachment C) with all bids or offers on federally funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower-tier subcontractors.**
- j) The Grantee must receive approval from the lead agency responsible for compliance with the National Environmental Policy Act (NEPA) if the project is breaking ground in any capacity. Loss of approval from or any violation of Federal regulations shall constitute an event of default and result in the recapture of the grant funds. The Grantee shall give the State reasonable notice in the event that approval for the appropriate public entity has been rescinded or denied. Proof of approval shall be provided and updated as requested by the State.
- k) All property on which Recreational Trails Program Grant-funded projects are located must be owned by or under the control of the Grantee (e.g. local government or conservancy) or public agency that has partnered with the Grantee. If the project crosses private property, as in the case of a trail, a contract must be reached with the property owners to allow the general public right-of-way. This should be documented with a Grant of Easement and Right-of-Way. Proof of ownership and all relevant contracts shall be provided to the State before completion of the project. Lack of proof shall constitute an event of default and may result in the recapture of the grant funds.
- l) The trail project must have endorsement from the local, federal, or state entities stating that the project will

provide for outdoor recreation needs and facilities access to, travel within, and enjoyment and admiration of the outdoors. The project shall meet the qualifications of Utah Code § 79N-5-103. This requirement can be fulfilled by the endorsement provided in the Grantee's Application. If the status of the endorsement changes the Grantee may provide reasonable notice in writing of such change to the State. The State reserves the right to recapture all grant funds if the endorsement is rescinded and it is determined by the State that the project has no or little economic impact.

- m) The Grantee must check with the Utah Department of Wildlife Resources (DWR) to ensure the project is not in a special management area for endangered species such as the Sage Grouse. If the project is in or close to a special management area it must first secure written approval from the DWR. DWR may continually add or remove species from the list of species requiring a special management area. The Grantee is responsible for maintaining the project in a way that is current with all DWR regulations and requirements. If the project is found to be in violation of any regulation regarding the management of species within the project, it shall constitute an event of default and may result in the recapture of the grant funds.
- n) No fees or other restrictions shall be prohibitive to the extent that portions of the public at large will not be able to access the project. All fees charged by the Grantee or others in granting access to the project shall be disclosed to the State in writing. The State reserves the right to determine if such fees are considered prohibitive and thus a violation of this paragraph. If a fee is found to be prohibitive to public access the Grantee shall have thirty (30) days to change the fee to be reasonable or this will constitute an event of default and the State may recapture the grant funds.
- o) The Grantee shall notify the State of the public opening date, and upon the public opening of the project, the Grantee shall make every effort to make the public aware of the project's existence with appropriate publicity and marketing. Such publicity can include but is not limited to, a grand opening ceremony, or a press release to the local media or social media outlets to appropriately promote the public use of the project.

## **2. NATURE OF ENTITY:**

- a) The Grantee is a municipality, county, tribal government, federal government, state government, or nonprofit corporation classified under U.S. Code § 501(c) and is physically located within the State.
- b) The Grantee is not a for-profit entity; for-profit entities may not receive a Utah Recreational Trails Program grant.

## **3. REPORTING:**

- a) Reports shall be provided by the Grantee to the State at least every six (6) months, and no later than sixty (60) days after the contract termination date. Each report shall include the following:
  - i. Assurances that all monies paid to the Grantee were used towards completion of the project outlined in Attachment D: Scope of Work;
  - ii. A brief synopsis of the work completed in the previous six months; and
  - iii. An outline of the work anticipated to be completed in the next six months.

## **4. FUNDING:**

- a) The Grantee shall not receive any grant funds until this contract is fully signed and executed.
- b) Up to 75% of the Contract Amount may be awarded upfront in 25% increments prior to full completion of the Grantee's project. The previous upfront funds must be spent, and documentation submitted before requesting an additional 25% in upfront funds.
  - (i) A project timeline showing expenditures of funds in six- or twelve-month increments must be submitted with an upfront funding request.
  - (ii) A project budget showing the expenditure of upfront funds must be submitted with an upfront funding request. Ex, bids, or quotes showing the need for upfront funding.
  - (iii) Within six months of receipt of 75% of contract funding, backup documentation of expenditures associated with those funds must be submitted to the State.
  - (iv) The remaining 25% of funds are contingent on the completion of the Grantee's project, a final on-site Inspection (if applicable), and submission of the Final Report.
- c) In no event shall payments from the State to the Grantee exceed in sum the Contract Amount.
- d) All funds must be spent by the Grantee within the scope of the Grantee's project.
- e) The State will not fund more than 50% of the eligible costs of the project's eligible costs. The Grantee must provide matching funds in an amount of at least 20% of the project's eligible costs. A portion of the Grantee's required matching funds must be paid in cash.

A portion of the Grantee's required matching funds may be provided through an in-kind contribution if:

- i. Approved in advance by the State;
- ii. The in-kind donation is for services or materials that are directly related to the construction of the Grantee's project, defined in Attachment D: Scope of Work.

**5. REIMBURSEMENT REQUESTS:**

- a) Reimbursement requests must be received within 60 days after the contract termination date. All project expenditures must be dated before the expiration date..
- b) The following documentation shall, at minimum, be provided upon reimbursement request, and additional documentation may be required by the State:
  - i. Copies of invoices and evidence of payment (checks, bank statements, etc.) for work done on the project;
  - ii. Records of volunteer labor or other in-kind donations for work done on the project;
  - iii. Several photos to show the project is complete;
  - iv. A final report with the description of the project and other data requested by the State;
  - v. A description and an itemized report detailing the expenditure of the grant or the intended expenditure of any grant funds that have not been spent;
  - vi. The grant program reimbursement request document.
- c) Requests shall be submitted to the State electronically, to the RTP Grant Administrator at the Division of Outdoor Recreation. A link to the online portal will be sent to the Grantee upon the completion of the processing of this contract. The Grantee shall document that all of the grant money received by the Grantee for this project was spent on efforts towards the project.

**6. SITE VISITS:** The Grantee shall cooperate with reasonable requests for site visits during the process of completion and after completion of the project.

**7. AUDIT:**

- a) The Grantee shall allow State auditors to make audits and inspections of all records relating to this Grant.
- b) The Grantee shall make available for audit and inspection the records of expenditures relating to this contract until all State audits are completed or for a period of up to five (5) years from the date of this contract.
- c) The Grantee shall refund to the State any grant funds spent that did not meet the requirements of this contract and determined by audit to be ineligible under the terms hereof or in accordance with State and Federal law.

**8. EVALUATION:** The State reserves the right to conduct an independent evaluation of the use of the grant funding and of the activities covered by this contract, including achievement of goals and benchmarks, location of the Grantee, and achievement of outcomes and economic development. Such evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to carry out this evaluation. The Grantee agrees to allow the State or its representatives access to, and will make its personnel, facilities, records, and sponsors available to State evaluators, subject to reasonable notice.

**9. BREACH OF CONTRACT:** The State reserves the right to demand a refund of the full amount of the grant or a portion thereof, or to terminate this contract and pay no further funds, in the event that the Grantee breaches any of the terms of this contract or those in documents incorporated by reference but not attached.

**10. ATTRIBUTION:** The Grantee shall make appropriate and reasonable efforts to ensure that the Utah Division of Outdoor Recreation is recognized as a partner in the project. Such efforts may include recognition of the State in fundraising materials, use of the Utah Division of Outdoor Recreation name and official logo, and other appropriate attribution for the funding made possible by the division.

**11. ACCESS TO DATA:** At the State's request, the Grantee shall allow the State access to data and information about the project to assess progress and ensure that grant funding is being spent on the project specified within the Grantee's project proposal.

**12. STATE CONTACT PERSON:** The State designates the RTP Grant Administrator of the Division of Outdoor Recreation at the State, or their designee, as the contact person to consult with the Grantee on an ongoing basis.

The contact person will provide the Grantee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.

**13. LICENSE TO PROMOTE:** The Grantee gives to the State a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to publicly display the Grantee and its project for any reasonable purpose, including display on State websites, without any attribution or compensation to the Grantee. The Grantee agrees to acknowledge State funding in publications or presentations.

**ATTACHMENT C**  
**BUILD AMERICA, BUY AMERICA**

**Standard Buy America Preference Award Term**

The following terms apply for financial assistance agreements for infrastructure that currently or are anticipated to exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00. This threshold applies for the duration of the award and obligations made for infrastructure projects when additional funds are obligated through modification or renewal.

*Required Use of American Iron, Steel, Manufactured Products, and Construction Materials*

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all sub-awards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States -this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and,
3. All construction materials are manufactured in the United States this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit "[Buy America](#)" [Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements](#) ,U.S. Department of the Interior. Additional information can also be found at the White House Made in America Office website: [Made In America](#) ,[OMB](#),[The White House](#).

### Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#).

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the Financial Assistance Awarding Officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to ["Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#) and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number.
5. Financial assistance title of the project.
6. Federal Award Identification Number (FAIN).
7. Federal funding amount.
8. Total cost of infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.

11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#); recipients requesting a waiver will be notified of their waiver request determination by a Financial Assistance Awarding Officer.

Questions on waivers should be directed to the Financial Assistance Awarding Officer.

### Definitions

"Construction materials" includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

"Construction Materials" does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

"Domestic content procurement preference" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

"Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States.

### **Buy America Preference Alternate Small Award Term**

The following terms apply for financial assistance agreements for infrastructure that do not currently and are not anticipated to exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00.

*Required Use of American Iron, Steel, Manufactured Products, and Construction Materials*

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all sub-awards, including all contracts and purchase orders for work or products under this program.

This award currently qualifies for the existing DOI general applicability small grant waiver as described at: [www.doi.gov/grants/BuyAmerica/Generalapplicabilitywaivers](http://www.doi.gov/grants/BuyAmerica/Generalapplicabilitywaivers) on the basis that the total award amount does not exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00. While this waiver permits the use of nondomestic materials for DOI financial assistance awards that do not exceed the SAT, recipients shall still maximize the use of domestic materials to the maximum extent possible. In the event, the total award amount is increased to an amount above the SAT, recipients under this award are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings occurred in the United States;
2. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit [www.doi.gov/grants/BuyAmerica/](http://www.doi.gov/grants/BuyAmerica/). Additional information can also be found at the White House Made in America Office website: [www.whitehouse.gov/omb/management/made-in-america/](http://www.whitehouse.gov/omb/management/made-in-america/).

In the event the total amount of this award increases to an amount that exceeds the SAT, recipients shall notify their financial assistance awarding officer of any non-domestic iron, steel, manufactured products, or construction materials already incorporated into the project as early as possible.

Recipients may then apply for a DOI waiver, subject to review and approval by DOI and the Made in America Office, for non-compliant materials if it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials used are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

Instructions for requesting a waiver can be found at [www.doi.gov/grants/buyamerica](http://www.doi.gov/grants/buyamerica). Recipients requesting a waiver will be notified of their waiver request determination by an awarding officer. Questions of waivers should be directed to the financial assistance awarding officer.

Recipients shall consult [OMB Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#), for additional information, inclusive of definitions for Construction Materials, Domestic Content Procurement Preference, and Infrastructure.

The DOI Small Grant General Applicability waiver expires on February 20, 2028. For awards that extend beyond the expiration date of the waiver, recipients shall ensure all iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless an approved waiver is obtained.

**Buy America Certification (if applicable)**

**A. Certification requirement for procurement of steel, iron, or manufactured products.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

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

Signature: \_\_\_\_\_

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

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

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

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

Signature: \_\_\_\_\_

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

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

**B. Certification requirement for procurement of buses, other rolling stock and associated equipment.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

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

Signature: \_\_\_\_\_

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

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

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

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

Signature: \_\_\_\_\_


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

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

## **ATTACHMENT D: SCOPE OF WORK**

A pedestrian overpass bridge is proposed to span the width of the Union Pacific/FrontRunner railway corridor and touch down immediately next to the FrontRunner Station. Its location is within UTA's 1st Mile, Last Mile strategy to improve access to transit stations. Its placement serves as a critical link for extending the Kay's Creek Regional Trail system which travels in a northeast to southwest alignment from the mountains to the shorelands, connecting communities of South Weber and Kaysville.

**ATTACHMENT E: BUDGET**

 <b>BUDGET WORKSHEET</b>	Project Name:	Project Applicant:	Qualified for RTP Match?
	Key's Creek Trail Pedestrian Overpass at Layton FrontRunner	Layton City Parks & Recreation: JoEllen Grandy	Qualified for RTP Match

**OVERVIEW OF FUND SOURCES**

Step 1: List all sources of Cash Funding by type for the entire project. These can include other donations, grants received, etc. RTP requested funds go in the first row (Orange). Applicant Cash Funds go in the next row. Other Cash Partners (if applicable) go in the following rows.

1. CASH OVERVIEW	Type of Funds	Source of Funds (Organization)	Date Secured	Cash Amount	Total Cash Funding (\$)
	RTP	Donation of Rezonation	Pending	\$ 150,000.00	\$ 150,000.00
	Applicant Cash Match	Layton City	7/1/2023	\$364,144.00	\$364,144.00
	Partner 1 Cash Match	WFRG	5/30/2023	\$2,613,310.00	\$2,613,310.00
	Partner 2 Cash Match	UDOT	5/30/2023	\$2,054,160.00	\$2,054,160.00
	Partner 3 Cash Match	Davis County	2/7/2023	\$2,000,000.00	\$2,000,000.00
	Partner 4 Cash Match	Recreational Trails Program (RTPs) Grant	Pending	\$750,000.00	\$750,000.00
				<b>TOTAL CASH FUNDING</b>	<b>\$ 7,931,614.00</b>

Note: Total City Funding is \$505,000  
Note: Total Funding is \$8,600,000

Step 2: List all sources of In-Kind (non-cash) Match for the entire project. In-Kind is defined as donated products, labor, or services.

2. IN-KIND MATCH OVERVIEW	Type of Funds	Source of Funds (Organization)	Date Secured	In-Kind Value	Total In-Kind Funding (\$)
	Value of materials, equipment or services from applicant or partners	Applicant In-Kind Match		\$ -	\$ -
	UTAH Volunteer Rate: \$24.54	Partner In-Kind Match		\$ -	\$ -
	Insert more rows as needed below.	Partner In-Kind Match		\$ -	\$ -
				<b>TOTAL IN-KIND FUNDING</b>	<b>\$ -</b>

**TOTAL PROJECT VALUE**  
TOTAL PROJECT COST (RTP+Cash+In-Kind) = **\$ 7,931,614.00**

**DETAILED LIST OF ANTICIPATED USE OF FUNDS**

Step 3: List all the uses of cash for the project by Type of Service. Note: The total cash listed here in Step 3 should match the total listed in the cash overview from Step 1. Please fill in the amount being used from RTP (Orange), applicant funds, or partner funds below. Add rows as needed.

3. CASH DETAILED DESCRIPTION							Difference between Step 1 and Step 3:	Cash Amounts Agree
Type of Service: Please select or change type from dropdown menu by clicking cell.	Vendor (Organization)	Anticipated Use of Cash Funds: Briefly describe	Number of Units (k/s)	Cost Per Unit	Extended Cost	RTP Grant Funds	Applicant Funds	Partner Funds
Equipment	Awarded Bidder	General Conditions	1	\$64,654.89	\$ 64,654.89		\$ 64,654.89	\$ 900,218.11
Materials	Awarded Bidder	Concrete	1	\$76,017.00	\$ 76,017.00		\$ 58,693.14	\$ 817,323.65
Materials	Awarded Bidder	Masonry	1	\$168,771.00	\$ 168,771.00		\$ 11,307.66	\$ 157,463.34
Materials	Awarded Bidder	Metals	1	\$416,109.00	\$ 416,109.00		\$ 27,879.30	\$ 388,229.70
Materials	Awarded Bidder	Thermal & Moisture Protection	1	\$253,544.00	\$ 253,544.00		\$ 17,664.25	\$ 246,559.75
Materials	Awarded Bidder	Decorating	1	\$149,565.00	\$ 149,565.00		\$ 10,020.85	\$ 139,544.15
Materials	Awarded Bidder	Finishes	1	\$23,776.00	\$ 23,776.00		\$ 1,592.99	\$ 22,183.01
Materials	Awarded Bidder	Structures	1	\$23,000.00	\$ 23,000.00		\$ -	\$ 23,000.00
Materials	Awarded Bidder	Security Systems	1	\$265,000.00	\$ 265,000.00		\$ 18,162.00	\$ 256,838.00
Materials	Awarded Bidder	Plumbing	1	\$11,934.00	\$ 11,934.00		\$ 799.58	\$ 11,134.42
Materials	Awarded Bidder	Heating, Ventilating, & Air Conditioning	1	\$11,590.00	\$ 11,590.00		\$ 2,116.53	\$ 9,473.47
Materials	Awarded Bidder	Electrical	1	\$4,792.00	\$ 4,792.00		\$ 6,343.59	\$ 18,420.41
Materials	Awarded Bidder	Earthwork	1	\$109,368.00	\$ 109,368.00		\$ 7,327.65	\$ 102,040.34
Materials	Awarded Bidder	Overpass Bridge	1	\$1,892,415.00	\$ 1,892,415.00	\$150,000.00	\$ -	\$ 1,812,415.00
Materials	Awarded Bidder	Utilities	1	\$36,005.00	\$ 36,005.00		\$ 35,912.38	\$ 500,092.67
Professional Services	Awarded Consultant	Construction Engineering & Inspection	1	\$95,805.00	\$ 95,805.00		\$ 42,688.00	\$ 65,120.00
Professional Services	UDOT	Construction Engineering Management Fees	1	\$30,000.00	\$ 30,000.00		\$ 30,000.00	\$ -
Professional Services	Timley Horn &	Engineering Construction Support	1	\$70,000.00	\$ 70,000.00		\$ 4,690.00	\$ 65,310.00
Materials	Structure Works	Security Cameras	1	\$15,000.00	\$ 15,000.00		\$ 15,000.00	\$ -
Materials	Awarded Sign Company	Signage Sign	1	\$1,748.00	\$ 1,748.00		\$ 1,748.00	\$ -
Misc. Category	Awarded Bidder	Inflation Contingency	1	\$1,222,009.00	\$ 1,222,009.00		\$ 2,466.80	\$ 1,219,542.20
				<b>CASH SUBTOTAL</b>	<b>\$ 7,931,614.00</b>	<b>\$ 150,000.00</b>	<b>\$ 344,444.41</b>	<b>\$ 7,417,669.59</b>

Step 4: List all the uses of in-kind for the project by Type of Service. Note: The total in-kind listed here in Step 4 should match the total listed in the in-kind overview from Step 2. Please fill in the amount being used from the applicant or partner funds below. Add rows as needed.

4. IN-KIND DETAILED DESCRIPTION							Difference between Step 2 and Step 4:	In-Kind Amounts Agree
Type of Service: Please select or change type from dropdown menu by clicking cell.	Source of Funds (Organization)	Anticipated Use of In-Kind Funds: Briefly describe	Number of Units	Cost Per Unit	Extended Cost	Applicant In-Kind	Partner In-Kind	
Please select type from dropdown menu.				\$ -	\$ -	\$ -	\$ -	
Please select type from dropdown menu.				\$ -	\$ -	\$ -	\$ -	
Please select type from dropdown menu.				\$ -	\$ -	\$ -	\$ -	
Please select type from dropdown menu.				\$ -	\$ -	\$ -	\$ -	
				<b>IN-KIND SUBTOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

**TOTAL ELIGIBLE PROJECT COSTS**  
TOTAL PROJECT COST (RTP+Cash+In-Kind) = **\$ 7,931,614.00**

Step 5: Please include an estimate of costs that contributed to the overall project cost, but are not eligible as a grant match. Ex: Work completed prior to grant award, landscaping, NEPA or other permitting etc.

5. ADDITIONAL INELIGIBLE PROJECT COSTS			Total
Description	Source of Funds	Cost	
Land Purchase - West Landing Site	Applicant	\$ 23,547.21	
CATEX Environmental Study	Applicant	\$ 6,600.00	
Timley Horn Structural Engineering Costs	Applicant	\$ 70,855.00	Funding from City's \$505,000 Match toward whole project
Timley Horn Structural Engineering Costs	Partner	\$ 916,620.00	Funding from WFRG \$3,600,000 Grant for whole project
UDOT Preliminary Engineering Fees	Applicant	\$ 70,000.00	Funding from City's \$505,000 Match toward whole project
	<b>Total</b>	<b>\$ 1,162,693.21</b>	
	<b>TOTAL PROJECT COST (projected)</b>	<b>\$ 9,094,307.21</b>	

**Signature:**

**Email:** [jgrandy@laytoncity.org](mailto:jgrandy@laytoncity.org)

**Signature:**

**Email:** [mmcasper@utah.gov](mailto:mmcasper@utah.gov)

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

**Item Number:** 5.B.

**Subject:**

Acknowledgment of Termination of Agreement between Layton City, The Layton City Redevelopment Agency, and JL Ventures, LLC; Dated January 17, 2008 – Resolution 24-26 – Approximately 3550 North Fairfield Road

**Background:**

On January 17, 2008, the Council adopted Resolution 08-04, executing an Agreement for Development of Land between Layton City, (City) The Redevelopment Agency of Layton City, (Agency) and JL Ventures, LLC (Agreement) approximately 3550 North Fairfield Road. This Agreement was then recorded at the Davis County Recorder's Office on April 10, 2010, creating a permanent record on the property. The main purpose of the Agreement was to create the means to provide tax increments and City participation for the extension of North Fairfield Road, related utilities, and future construction of what is now Janicki Industries. At this time, all obligations in this Agreement have been met, and all debts have been reimbursed to the City, the Agency, and to JL Ventures, LLC (Developer). The Developer now requests the City consider terminating the Agreement to help facilitate future growth and development of the property. The Agreement will remain as a recorded document on the property. However, this Acknowledgment will provide evidence that any related encumbrance on the property has been satisfied and that the Agreement has been terminated.

**Alternatives:**

Alternatives are to: 1) Adopt Resolution 24-26 approving the Acknowledgment of Termination of Agreement between Layton City, The Layton City Redevelopment Agency, and JL Ventures, LLC as submitted; 2) Adopt Resolution 24-26 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 24-26 and remand to Staff with directions.

**Recommendation:**

Staff recommends the Council adopt Resolution 24-26 approving the Acknowledgment of Termination of Agreement between Layton City, The Layton City Redevelopment Agency, and JL Ventures, LLC, as submitted.

## **RESOLUTION 24-26**

### **ACKNOWLEDGMENT OF TERMINATION OF AGREEMENT BETWEEN LAYTON CITY, THE REDEVELOPMENT AGENCY OF LAYTON CITY, AND JL VENTURES, LLC DATED JANUARY 17, 2008**

**WHEREAS**, the Layton City Council (“City”) has undertaken a program for the development of greenfield and greyfield areas in Layton City, including a project known as the “East Gate Economic Development Project Area” located in Layton City, Davis County, Utah (“Project Area”); and

**WHEREAS**, the City has approved through adoption of Ordinance 07-36, the East Gate Economic Development Project Area Plan and Budget dated October 18, 2007 and amended July 1, 2010 and March 7, 2024 (“Development Plan”) providing for the development of certain lands in the Project Area and the future uses of such land, which has been filed in the office of both the Recorder of Layton City and the Redevelopment Agency of Layton City; and

**WHEREAS**, the City participated in and executed an “Agreement for Development of Land Between Layton City, and the Redevelopment Agency of Layton City, and JL Ventures, LLC (“Agreement”), adopted by Resolution 08-04, executed on January 17, 2008, and recorded at the Davis County Recorder’s Office on April 27, 2010 (“Agreement”) to become a permanent record of certain land owned by the JL Ventures, LLC (“Developer”) (Approximately 3550 North through 3850 North Fairfield Road) situated in the Project Area (“Site”); and

**WHEREAS**, the Developer agreed to develop the Site for and in accordance with the uses specified in the Development Plan and as more particularly described in the Agreement, which included certain obligations from both the City and the Developer that have been completed; and

**WHEREAS**, the Developer desires to continue development of the Site for and in accordance with the uses specified in the Development Plan and has requested in writing in accordance with the terms of the Agreement, that the Agency acknowledge the terms of the Agreement have been fulfilled and the Agreement be terminated; and

**WHEREAS**, the City in order to achieve the objectives of the Development Plan and further development within the Project Area in accordance with the Development Plan, finds that the obligations of the Agreement have been met and completed and pursuant to the Developer’s request and the Agreement with JL Ventures, LLC should be terminated.

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

1. That the City Council acknowledges the terms of this Agreement have been met and are complete.
2. That the ACKNOWLEDGEMENT OF TERMINATION OF AGREEMENT for the entitled “AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN LAYTON CITY, AND THE REDEVELOPMENT AGENCY OF LAYTON CITY, AND JL VENTURES, LLC”, which is attached hereto and incorporated herein by this reference, is approved.
3. That the Mayor is authorized to execute the Acknowledgement of Termination of Agreement and any other documents necessary to accomplish the goals and objectives of this Resolution.
4. This Resolution shall become effective immediately upon adoption by the City Council.

**PASSED AND ADOPTED** by the City Council of Layton, Utah, this **3<sup>rd</sup>** day of **October, 2024**.

\_\_\_\_\_  
JOY PETRO, Mayor

ATTEST:

\_\_\_\_\_  
KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CLINTON R. DRAKE, City Attorney

  
\_\_\_\_\_  
CHAD WILKINSON, Director  
Community and Economic Development

**WHEN RECORDED, RETURN TO:**

Layton City  
437 North Wasatch Drive  
Layton, Utah 84041  
Attn: Economic Development Director

---

Tax Parcel ID No. 09-012-0031  
Tax Parcel ID No. 09-012-0032  
Tax Parcel ID No. 09-452-0104  
Tax Parcel ID No. 09-473-0105  
Tax Parcel ID No. 09-473-0106  
Tax Parcel ID No. 09-481-0001  
Tax Parcel ID No. 09-481-0002  
Tax Parcel ID No. 09-481-0003

**ACKNOWLEDGMENT OF TERMINATION OF AGREEMENT**  
**[Agreement for Development of Land between Layton City, and the Redevelopment Agency of**  
**Layton, and JL Ventures, LLC Dated January 17, 2008]**

This ACKNOWLEDGMENT OF TERMINATION OF AGREEMENT (“**Acknowledgement and Termination**”), dated this 3<sup>rd</sup> day of October, 2024, is made by and between LAYTON CITY, a Municipal Corporation of Utah, the REDEVELOPMENT AGENCY OF LAYTON CITY, a political subdivision of the State of Utah, and JL VENTURES, LLC, an Alaskan limited liability company.

Pursuant to paragraph 7.8 of the Agreement for Development of Land between Layton City, and the Redevelopment Agency of Layton, and JL Ventures, LLC Dated January 17, 2008 and recorded in the Davis County Recorder’s Office, April 27, 2010, Entry 2525139, Book 5012, Pages 840-896 (“**Agreement**”); the Parties hereby acknowledge that all undertakings, conditions, or obligations contained therein are satisfied and complete. Accordingly, the Agreement is hereby terminated.

IN WITNESS WHEREOF, Layton City, the Redevelopment Agency of Layton City, and JL Ventures, LLC have executed this acknowledgment and termination as of the date noted above.

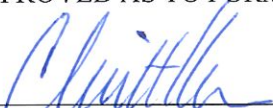
LAYTON CITY CORPORATION

By: \_\_\_\_\_  
JOY PETRO, Mayor

ATTEST:

\_\_\_\_\_  
By: KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CLINTON R. DRAKE, City Attorney

**JL VENTURES, LLC,**

By: \_\_\_\_\_  
LEONARD B. HYDE  
Its: Managing Member

State of Alaska                    )  
  : ss.  
Third Judicial District         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Leonard B. Hyde, the Managing Member of JL Ventures, LLC, an Alaskan limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC in and for Alaska  
My Commission Expires: \_\_\_\_\_

2525139  
BK 5012 PG 840

RETURNED  
APR 27 2010

E 2525139 B 5012 P 840-896-A  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
04/27/2010 02:51 PM  
FEE \$0.00 Pgs: 38  
DEP RT REC'D FOR LAYTON CITY CORP

AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN  
LAYTON CITY, AND THE REDEVELOPMENT AGENCY OF LAYTON, AND JL VENTURES, LLC  
(Approximately 3550 North through 3850 North Fairfield Road)

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN  
LAYTON CITY, AND THE REDEVELOPMENT AGENCY OF LAYTON CITY, AND JL VENTURES, LLC  
(Approximately 3550 North through 3850 North Fairfield Road)**

THIS AGREEMENT for the development of land (hereinafter referred to as this "Agreement") is made and entered into this 17<sup>th</sup> day of January, 2008, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and The REDEVELOPMENT AGENCY OF LAYTON CITY, a governmental agency organized under the laws of the State of Utah (hereinafter referred to as "Agency"), and JL VENTURES, LLC, an Alaskan limited liability company (hereinafter referred to as "Developer"), City, Agency and Developer collectively referred to as the "Parties" and separately as "Party".

**RECITALS**

WHEREAS, the Agency has undertaken a program for the development of greenfield areas in Layton City, and has undertaken a project in those areas known as the "East Gate Economic Development Project" located in Layton City, Davis County, Utah (referred to herein as the "City"), which area is herein called "the Project Area;" and

WHEREAS, the Agency has prepared and adopted, and the City through its Council and the adoption of Ordinance 07-36, has approved, the East Gate Economic Development Project Area Plan and Budget dated October 18, 2007 (the "Development Plan"), which is attached hereto as Exhibit B, providing for the development of certain lands in the East Gate Economic Development Project Area (Project Area) and the future uses of such land, which Development Plan has been filed in the office of both the Recorder of Layton City and the Redevelopment Agency of Layton City; and

WHEREAS, to enable the City and the Agency to achieve the objectives of the Development Plan, and particularly to make the land in the Project Area available for development by private enterprise for and in accordance with the uses specified in the Development Plan, the City and the Agency desires to enter into this Agreement with the Developer, which will detail the extension of Fairfield Road as it pertains to Developer's property, including delegating which parties will pay for construction costs; and

WHEREAS, the Developer has entered into a contract (the "Purchase Agreement") to purchase certain land situated in the Project Area, which land (hereinafter called the "Site") is described in Exhibit A hereto, and desires to develop the Site for and in accordance with the uses specified in the Development Plan and as more particularly described in this Agreement; and

WHEREAS, the City and the Agency believe that the development of the Site, pursuant to this Agreement and the Development Plan, and the fulfillment generally of this Agreement and the intentions set forth herein, are in the vital and best interests of the City, the Agency and in the best interest of the health, safety, morals and welfare of City residents, and are in accord with the public purposes and provisions of the applicable State laws and requirements under which said Project has been undertaken and is being assisted; and

WHEREAS, the City, the Agency, and the Developer, are willing to assist in the construction of certain infrastructure in accordance with the provisions of the Development Plan and this Agreement.

NOW, THEREFORE, each of the parties hereto, for and in consideration of the premises and agreement of the other party hereto, do covenant and agree that:

**ARTICLE I  
DEFINITIONS**

The following terms in this Agreement have the meaning and content set forth in this Article 1:

- 1.1 "City" shall mean Layton City, a body corporate and politic of the State of Utah. The principal office of City is located at 437 North Wasatch Drive, Layton, Utah 84041, phone number (801) 336-3800.
- 1.2 "City's Undertakings" shall mean the obligations of the City set forth in Article III.
- 1.3 "Design Overlay" shall mean a document approved by the Agency and the City that will specify design guidelines, landscaping, architecture, improvements, maintenance and plan approval procedure for development in the Project Area. The Design Overlay shall be the document attached to this Agreement as Exhibit E.
- 1.4 "Developer" shall mean JL Ventures, LLC, with its principal offices located at P.O. Box 202845, 813 D Street, Anchorage, Alaska 99520-2845, phone number (907) 279-8068.
- 1.5 "Developer's Undertakings" shall have the meaning set forth in Article IV.
- 1.6 "Agency" shall mean the Redevelopment Agency of Layton City, a body corporate and politic of the State of Utah. The principal office of Agency is located at 437 North Wasatch Drive, Layton, Utah 84041, phone number (801) 336-3800.
- 1.7 "Tax Increment" shall mean tax increment received from the East Gate Economic Development Project Area as defined by Utah State Code (17C-1-102(42)).
- 1.8 "Project Area" shall have the meaning set forth in the Recitals hereto.
- 1.9 "Development Plan" shall have the meaning set forth in the Recitals hereto.
- 1.10 "Site" shall mean the property owned by the Developer or subsequently acquired by the Developer, within the Project Area, up to a total of 91 acres of property.
- 1.11 "Exhibit A" shall mean the map depicting ownership and property lines.
- 1.12 "Exhibit B" shall mean the East Gate Economic Development Project Area Plan and Budget, adopted October 18, 2007.
- 1.13 "Exhibit C" shall mean the document showing the costs of various improvements identified in this Agreement.
- 1.14 "Exhibit D" Detention Basin Drawing.
- 1.15 "Exhibit E" shall mean the document that is adopted by the City Council that will be a design overlay for the project area.

**ARTICLE II  
CONDITIONS PRECEDENT**

This Agreement shall not take effect until the adoption, approval and execution of the Agreement by the City, the Agency and the Developer. The "Effective Date" of this Agreement shall be the date the Agreement is adopted and approved by the Layton City Council.

**ARTICLE III  
CITY'S UNDERTAKINGS**

3.1 Design Overlay. The City, through its Department of Community and Economic Development, will be responsible for insuring that a Design Overlay, consistent with the East Gate Economic Development Project Area Plan, is adopted by the Agency and the City prior to June 30, 2008. The City will work in good faith and seek Developer's input on the Design Overlay. The Design Overlay will specify design guidelines, landscaping, architecture, improvements, maintenance and plan approval procedure for the Project Area. The City staff will act promptly to bring the Design Overlay before the City Council for adoption. Once adopted, the Design Overlay shall be attached to this Agreement as "Exhibit E."

3.2 Detention Basin Land. The City will work in good faith, to arrange for the use of land or to obtain an interest in land by way of a grant of easement or dedication, for use as a storm water detention basin that shall be used to satisfy the storm water requirements for development on the Site. All detention basin improvements shall be constructed and/or paid for by the City with reimbursement to the City by the Developer as provided in this Agreement. The Developer shall reimburse to the City, their proportional share of the detention basin improvements as identified in Exhibit C within 30 days of written demand from the City. The City storm drain facility will be constructed to provide for storm drain detention from the site pursuant to City storm drain detention requirements. The storm drain detention facility will be at the location identified in Exhibit D.

3.3 Fairfield Road Improvements. The City will pay for the construction of an eighty foot (80') road designated Fairfield Road, beginning where Fairfield Road currently ends, extending to the north boundary line of Developer's property. Developer will reimburse the City for their proportional share of the Fairfield Road improvements as provided in this Agreement. The City will make its best efforts to acquire the property necessary from the abutting landowner to the east, for the additional ground needed to complete the construction of Fairfield Road. The City is also committed to completing improvements to the existing portion of Fairfield Road from Highway 193 to the current end of asphalt as the City budget will allow. Barring the reallocation of funds by the City to pay for the development of Fairfield Road from the current end of asphalt to the northern end of Developer's property, the improvements to the existing Fairfield Road are estimated to be completed by Fall of 2008.

3.4 Payback Agreement. When Tax Increment revenues are received pursuant to EGEDA Plan and Budget the Agency will reimburse the Developer for all reimbursable costs that the Developer has paid to the City under sections 4.2, 4.3, 4.5, and 4.6 of this Agreement. The City will remit Tax Increment monies to the Developer within 30 days of receipt of Tax Increment monies. The City, the Agency and the Developer will negotiate in good faith to reach an agreement on the reimbursement of Tax Increment funds. Nothing herein shall be construed to eliminate or diminish the City's or Agency's ability to finance the construction of the entire road, which may require the Developer to subordinate their interest in reimbursement under this paragraph.

### 3.5 Impact Fee Reimbursement.

3.5.1 The Developer will be credited for impact fees for the dedication of ten feet (10') of land for the "system improvement" portion of Fairfield Road as identified in the Layton City Capital Facilities Plan. The City's obligation for reimbursement from impact fees shall not exceed the amounts designated in the CFP for such improvements. Any additional value to be paid for the property may be made from other sources available to the City, not to exceed the value the Developer paid for the property.

3.5.2 The Developer will be credited for impact fees proportionally to the extent the Developer funds detention basin improvements as identified in the Layton City Capital Facilities Plan. The City's obligation for reimbursement from impact fees shall not exceed the amounts designated in the CFP for such improvements.

3.6 Developer's Undertakings. Regarding Article IV, Developer's Undertakings, the City has agreed to consider funding up to Five Hundred Thousand Dollars (\$500,000.00) of Developer's commitments identified in Exhibit C. The City shall be under no obligation to do so. However, if the City determines to do so, the Developer shall

subordinate their interest in collecting any reimbursement from tax increment money, to the City, until the above commitment paid by the City, is paid in full.

**ARTICLE IV  
DEVELOPER'S UNDERTAKINGS**

4.1 Roadway Property. The Developer agrees to dedicate to the City, a right-of-way, forty-feet (40) wide, for the construction of a portion of Fairfield Road. The median of the right-of-way shall follow the property line that divides the Developer's property from the abutting property to the east. The length shall extend from where Fairfield Road currently ends, to the north boundary line of Developer's property.

4.2 Roadway Improvements. The Developer agrees to reimburse to the City, their proportional share of the improvements required for a 40 foot, half street, including curb, gutter, sidewalk, park strip and complete asphalted roadway, pursuant to the cost estimate identified in Exhibit C. All construction will be done according to City engineering standards and with the approval of the City's Engineering Department. The Developer shall reimburse to the City, their proportional share of the roadway improvements in the roadway as identified in Exhibit C within 30 days of written demand from the City.

4.3 Storm Sewer. The City will install, with the construction of the Fairfield Road, all storm water improvements in the roadway as part of the construction of the Road. The Developer shall reimburse to the City, their proportional share of the storm drain improvements in the roadway as identified in Exhibit C within 30 days of written demand from the City. Storm water improvements to be installed by the City do not include laterals to the Site or any improvements on the Site, which shall be considered "project improvements" and shall be the sole responsibility of the Developer.

4.4 Detention Basin Improvements. JL shall pay proportional share of pond work as a "project improvement." The Developer shall reimburse to the City, their proportional share of the detention basin improvements as identified in Exhibit C within 30 days of written demand from the City.

4.5 Water. The City will install, with the construction of the Fairfield Road, all culinary water improvements in the roadway as part of the construction of the Road. The Developer shall reimburse to the City, their proportional share of the culinary water improvements as identified in Exhibit C within 30 days of written demand from the City. Culinary Water improvements to be installed by the City do not include laterals to the Site or any improvements on the Site, which shall be considered "project improvements" and shall be the sole responsibility of the Developer.

4.6 Sanitary Sewer. The City will install, with the construction of the Fairfield Road, all sanitary sewer improvements in the roadway as part of the construction of the Road. The Developer shall reimburse to the City, their proportional share of the sanitary sewer improvements as identified in Exhibit C within 30 days of written demand from the City. Sanitary sewer improvements to be installed by the City do not include laterals to the Site or any improvements on the Site, which shall be considered "project improvements" and shall be the sole responsibility of the Developer.

4.7 Water Shares. The Developer shall dedicate to the City the required shares of water for the Site, pursuant to the City's water exaction ordinance.

4.8 Costs. Developer understands and agrees that the costs indicated in this Agreement and specifically contained in Exhibit C, are estimates and that Exhibit C may be modified and amended to reflect the actual costs once the improvements are completed. Developer agrees to pay the estimated costs and any difference between the estimated cost and the actual costs of construction within 30 days of written demand by the City.

4.9 Design Overlay. Developer agrees to build according to the Design Overlay approved by the City and the Agency, which is attached to this Agreement as Exhibit E.

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

5.1 Issuance of Permits - Developer. Developer shall have the sole responsibility for obtaining all necessary building permits in connection with the development of the Site and shall make application for such permits directly to the Layton City Community and Economic Development Department and other appropriate departments and agencies having authority to issue such permits in connection with the development of the Site. The City shall not unreasonably withhold or delay the issuance of its permits.

5.2 Completion Date. The Developer shall, in good faith, reasonably pursue completion of the development of the Site, according to the terms of this Agreement. Each phase or completed portion of the project must independently meet the requirements of this Agreement and the City's ordinances and regulations, such that it will stand alone, if no further work takes place on the project.

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

**ARTICLE VI  
REMEDIES**

6.1 Remedies for Breach. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:

6.1.1 Cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; and

6.2 Enforced Delay Beyond Parties' Control. For the purpose of any other provisions of this Agreement, neither City nor Developer, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

6.3 Extension. Any Party may extend, in writing, the time for the other Party's performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any of any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.

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

**ARTICLE VII  
GENERAL PROVISIONS**

7.1 Successors and Assigns of Owners. This Agreement shall be binding upon the Parties, and their successors and assigns. Where the term "Developer" is used in this Agreement, it shall mean and include the successors and assigns of Developer. Nothing herein shall be deemed to restrict or limit the Developer's ability to sell, transfer and/or assign its rights and obligations under the Purchase Agreement, or with respect to the real property comprising the Site, in whole or in part, or its rights and obligations under this Agreement, for which no consent shall be required for any sale of an area up to thirty percent (30%) of the area of the original Site. Any assignee shall be deemed to have made (as to itself and not as to Developer) any and all representations and covenants made by Developer hereunder, as if the assignee were the original signatory hereto. Developer agrees to notify the City and the Agency in writing of any such assignment, which notice shall identify the assignee(s) and contain a copy of the document(s) evidencing such assignment." For areas that would constitute more than thirty percent (30%) of the original Site, the City shall have no obligation under this Agreement to any successor or assign of Parties not approved by City. Notwithstanding the foregoing, City shall not unreasonably withhold or delay its consent to any assignment or change in ownership (successor or assign of Parties) of the Site. Upon approval of any assignment by City, or in the event Parties assign all or part of this Agreement to an assignee, Parties shall be relieved from further obligation under that portion of the Agreement for which the assignment was made and approved by City. For purposes of this section, a sale to an affiliate company of the Developer does not constitute a "transfer."

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

To Developer:	JL Ventures, LLC P.O. Box 202845 813 D Street Anchorage, Alaska 99520-2845 907-279-8068
To City:	LAYTON CITY CORPORATION 437 North Wasatch Drive Layton, Utah 84041 Attn: Alex R. Jensen, City Manager 801-336-3800; 801-336-3811 (FAX)
The Agency:	THE REDEVELOPMENT AGENCY OF LAYTON CITY 437 North Wasatch Drive Layton, Utah 84041 Attn: Alex R. Jensen, Executive Director 801-336-3800; 801-336-3811 (FAX)

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

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

7.3 Third Party Beneficiaries. Any claims of third party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Developer.

7.4 Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.

7.5 Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the City, the Agency and the Developer.

7.6 Exhibits Incorporated. Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

7.7 Attorneys' Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees.

7.8 Termination. Except as otherwise expressly provided herein, the obligation of the Parties shall terminate upon the satisfaction of the following conditions:

7.8.1 With regard to Developers' Undertakings, performance of Developer of the Developers' Undertakings as set forth herein.

7.8.2 With regard to City's Undertakings, performance by City of City's Undertakings as set forth herein.

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

7.9 Recordation. This Agreement shall not be recorded without the prior written consent of the Developer, whose property is affected by the recording and the City.

7.10 Master Plan. The Parties shall prepare a Master Plan reflecting the proposed development of the Subject Area. Once the Master Plan is accepted by the Parties, it shall be executed and then is considered to be a part of this Agreement, binding on the Parties. This Plan may be amended as agreed upon by the Parties, to the extent that said amendments are consistent with the objectives of this Agreement and the City's ordinances and regulations.

7.11 Non-appropriation Clause. The City shall, in good faith, attempt to fund the City's commitments under this agreement. However, in the event that sufficient funds are not budgeted and appropriated by Layton City, as part of the annual budgeting process, during the term of this agreement, an "event of non-appropriation" shall be deemed to have occurred, as of the date of final adoption by Layton City, of the budget in which such funds were not appropriated. In the event of the occurrence of an event of non-appropriation, Layton City shall give written notice thereof to the Developer and following such written notice, the particular obligation under the contract affected by the non-appropriation shall be deemed terminated.



EXHIBIT A

MAP OF ZONING AND BOUNDARY LINES



Hill AFB  
East Gate  
Zoning

Legend	
Property	STATUS
	Out of Service



1:6,000  
1 inch equals 500 feet

EXHIBIT B

EAST GATE ECONOMIC DEVELOPMENT PROJECT AREA PLAN AND BUDGET

ORDINANCE 07-36

**AN ORDINANCE ADOPTING THE EAST GATE ECONOMIC DEVELOPMENT  
PLAN AND BUDGET**

**WHEREAS**, the Layton City economy has a shortage of family sustaining jobs; and

**WHEREAS**, the East Gate Economic Development Project Area (Project Area) draft Plan and draft Budget have been proposed to help bring family sustaining jobs to Layton City; and

**WHEREAS**, an analysis has been completed that shows the Project Area Plan and Budget will provide a public benefit and effectuate a public purpose by providing life sustaining jobs to the Layton City economy; and

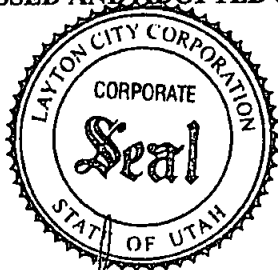
**WHEREAS**, the Project Area Plan and Budget conform to the City's general plan; and

**WHEREAS**, carrying out the Project Area Plan and Budget will promote the public peace, health, safety, and welfare of Layton City.

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

1. That the "EAST GATE ECONOMIC DEVELOPMENT PROJECT AREA PLAN AND BUDGET" be adopted and approved.
2. That the "EAST GATE ECONOMIC DEVELOPMENT PROJECT AREA PLAN AND BUDGET" be transmitted to all Taxing Entities in the Project Area, and all necessary Davis County officials and State of Utah Agencies.

**PASSED AND ADOPTED** by the City Council of Layton, Utah this 18h day of October, 2007.



ATTEST:

  
THIEDA WELLMAN, City Recorder

  
J. STEPHEN CURTIS, Mayor



# EAST GATE ECONOMIC DEVELOPMENT PROJECT AREA PLAN & BUDGET



PREPARED BY: LAYTON CITY  
OFFICE OF COMMUNITY AND ECONOMIC DEVELOPMENT  
ADOPTED DATE:

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**PART I. EAST GATE ECONOMIC DEVELOPMENT PROJECT AREA PLAN**

## INTRODUCTION

The Board of the Redevelopment Agency of Layton City has determined that it is in the best interest of the City to create an Economic Development Project Area on the east side of Hill Air Force Base. This action is being taken to grow the local and regional economy by creating jobs and sustaining Hill Air Force Base. This plan is in compliance with Title 17C, Limited Purpose Local Government Entities - Community Development and Renewal Agencies, of the Utah State Code.

This plan recommends that industrial, open space, business and research uses be developed in the area. The project area shall be known as the East Gate Economic Development Project Area (Project Area).

### SECTION 1 - Boundaries of the Economic Development Project Area

A map of the Project Area is attached and incorporated herein by this reference as Exhibit "A".

The Legal Description of the Project Area is attached and incorporated herein by this reference as Exhibit "B".

Certain portions of the Project Area are outside the City's boundary and are unincorporated Davis County. According to the State Code Title 17C, Chapter 1, Section 204 this land may be included in the Project Area. This section of the Code states:

***17C-1-204. Urban renewal, economic development, and community development by an adjoining agency -- Requirements.***

*(1) An agency or community may, by resolution of its board or legislative body, respectively, authorize an agency to conduct urban renewal, economic development, or community development activities in a project area that includes an area within the authorizing agency's boundaries or within the boundaries of the authorizing community if the project area or community is contiguous to the boundaries of the other agency.*

*(2) If an agency board or community legislative body adopts a resolution under Subsection (1) authorizing another agency to undertake urban renewal, economic development, or community development activities in the authorizing agency's project area or within the boundaries of the authorizing community:*

*(a) the other agency may act in all respects as if the project area were within its own boundaries;*

*(b) the board of the other agency has all the rights, powers, and privileges with respect to the project area as if it were within its own boundaries; and*

*(c) the other agency may be paid tax increment funds to the same extent as if the project area were within its own boundaries.*

*(3) Each project area plan approved by the other agency for the project*

*area that is the subject of a resolution under Subsection (1) shall be adopted by ordinance of the legislative body of the community in which the project area is located.*

The City will collect Tax Increment from the entire Project Area, including areas that are outside the City limits. A map and legal description of the portion of the Project Area that is outside the City limits are attached and incorporated herein by this reference as Exhibit "C". The resolution from the County authorizing the Agency to include the specified County land in the Project Area is also contained in Exhibit "C". Layton City will be responsible for maintaining all development in unincorporated Davis County.

## **SECTION 2 - Project Area Characteristics and How They Will be Affected by Economic Development**

### **A. Land Uses in the Project Area**

Land uses in the area will be directly consistent with the officially adopted zoning ordinances of Layton City. The following zones exist in the Project Area: (a) Agriculture; (b) Professional Business; (c) Manufacturing; (d) Business/Research Park; and (e) Commercial. There will be no new retail construction permitted in the Project Area, except supportive services for businesses in the Project Area. Smaller retail operations such as restaurants, copy shops, etc. will be allowed in the project area.

The current land uses in the Project area are commercial (12.3%); office (1.4%); agriculture / open space / undeveloped land (86.3%).

Land uses in the Project Area will be affected by future developments. Demolition of existing buildings will be minimal though may be required. Most development will be the construction of new buildings as most of the land in the area is undeveloped. The current uses of existing buildings will largely remain the same with no changes. There will be a large increase in commercial development. All anticipated uses will be consistent with the General Plan of Layton City.

### **B. Layout of Principal Streets in the Project Area**

All principal streets in the Project Area are shown on the Land Use map attached as Exhibit "A". The infrastructure in the Project Area is an integral component of the Plan. Infrastructure will be a catalyst for development as much of the area is not currently accessible. Tax Increment generated from the Project Area will go almost exclusively to infrastructure installation and improvements.

Layton City anticipates that the Project Area could affect the existing infrastructure as follows: (a) one or more of the existing streets will be improved; (b) one or more new streets will be constructed to further development objectives;

(c) intersections may be improved or altered to ensure maximum efficiency for traffic flow and to increase traffic capacity in the Project Area.

### **C. Population in the Project Area**

The Project Area has no residential buildings and though there are small residential zones in the Project Area this plan and the City's General Plan do not allow for any residential uses. Near the Project Area there is a mobile home park and some single-family dwellings. These residences are outside the Project Area and will not be mixed with the proposed development.

The daytime population, workers who work for firms in the Project Area, will be affected by development. Development in the Project Area will bring more workers into the Project Area during the daytime hours.

### **D. Building Intensities in the Project Area**

The building intensities within the boundaries of the Project Area were analyzed. It is expected that the building intensities within the project area will be affected in the following ways:

1. New manufacturing, office, industrial and research buildings will need to be constructed. Some existing buildings will be remodeled or renovated or may be demolished with new manufacturing, office, industrial and research buildings being the focus of development and redevelopment.
2. It is anticipated that the Project Area will transition from lower density commercial and agricultural use to an area of more intense commercial and office uses. This change will increase the daytime population.
3. Infrastructure installation will open up land in the Project Area that had not previously been accessible and developable. This will allow development to occur throughout Project Area.

## **SECTION 3 - Standards That Will Guide Economic Development**

### **A. Development Objectives**

The following objectives will be pursued in order to create a more viable Project Area:

1. Promote and market the Project Area for development or redevelopment that will enhance the economic health of the community through diversification of the City's tax base, create a dynamic Industrial/Business Park that will be a large job base and establish infrastructure that will better accommodate mobility throughout the Project Area.

2. Assist in the expansion, rehabilitation, or construction of buildings if sound long-term economic activity can be increased thereby.
3. Encourage development through the assembly of land into reasonably sized and shaped parcels for expanded economic activity.
4. Provide utilities, streets, curbs, sidewalks, parking areas and landscaping to give the area an improved look and to attract and encourage expanded business activity.
5. Coordinate and improve the public transportation system, including streets and public transit services.

**B. Design Objectives**

Subject to the development objectives and other provisions of this Plan, owners and developers will be allowed flexibility in the development of land located within the Project Area and will be expected to achieve to the highest quality design and development. Each development proposal will be considered subject to: (1) appropriate elements of the City's General Plan; (2) the planning and zoning code of the City; (3) other applicable building codes and ordinances of the City; (4) a review and recommendation by the City Planning Commission; and (5) a review and recommendation by the Agency to ensure that the development is consistent with this Plan. A review of development proposals may also be made by an advisory design review committee established by the Agency. If the Agency or an advisory design review committee reviews the proposal they will have no more than three weeks to make a review and recommendation concerning the proposal. All reviews will be done before the Planning Commission reviews the proposal.

Each development proposal by an owner or developer will be accompanied by site plans, development data and other appropriate material that clearly describes the extent of the proposed development, including land coverage, setbacks, heights and bulk proposed, off-street parking to be provided, use of public transportation, and any other data determined to be necessary or requested by the City or the Agency.

The general design of specific projects may be developed or approved by the Agency in cooperation with the Planning Commission. The particular elements of the design should be such that the overall development of the Project Area will:

1. Provide an attractive environment.
2. Blend harmoniously with the adjoining areas.

3. Provide for the optimum amount of open space and well-landscaped area in relation to new buildings.
4. Provide surface parking area and structures and structures parking facilities, appropriately designed, screened and landscaped to blend harmoniously with the area.
5. Provide open spaces and pedestrian walks which are oriented to the directions of maximum use and designed to derive benefit from land use relationships and views.
6. Result in the development of land within the Project Area in such a manner that available off-street parking will be maintained to the maximum degree.
7. Comply with the provisions of this plan.

**C. Specific Design Objectives**

1. Building Design Objectives:

- a. New buildings shall be of design and materials that will be in harmony with the adjoining area and other new developments, and shall be subject to design review and approval by the Agency.
- b. The design of buildings shall take optimum advantage of available views and topography and shall provide, where appropriate, separate levels of access.
- c. Buildings within the Project Area should be designed to be aesthetically pleasing.

2. Open Space Objectives:

- a. Attractively landscaped open spaces shall be provided, which will offer maximum usability to occupants of the building for which they are developed.
- b. Where feasible and appropriate to scale landscaped, paved, and graded pedestrian walks should be provided along the lines of the most intense use, particularly from building entrances to streets, parking areas, and adjacent buildings on the same site.
- c. Materials and design paving, retaining walls, fences, curbs, benches, and other items, should be of good appearance, easily maintained, and indicative of their purpose.

- d. The location and design of pedestrian walks should afford maximum safety and separation from vehicular traffic and should recognize desirable views of new and existing development in the area.

3. Parking Design Objectives:

- a. Parking areas shall be designed with careful regard to orderly arrangement, topography, relationship to view, ease of access, and as an integral part of the overall site design.
- b. Multi-story parking is allowed, in accordance with City ordinances and regulations.

4. Landscape Design Objectives:

- a. A coordinated landscaped design over the entire Project Area incorporating landscaped treatment for open space, roads, paths, and parking areas into a continuous and integrated design shall be a primary objective.
- b. Primary landscape treatment shall consist of shrubs, ground cover, and shade trees as appropriate to the character of the Project Area and as determined by the City and the Agency.

5. Project Improvement Design Objectives:

- a. Public rights-of-way. All streets, sidewalks and walkways within public rights-of-way will be designed or approved by the City and be consistent with all design objectives.
- b. Street lighting and signs. Lighting standards and signs of pleasant appearance and modern illumination standards shall be provided as necessary as approved by the City.

**D. Techniques to Achieve Project Area Plan Objectives**

Possible activities contemplated in carrying out the Plan in the Project Area include the acquisition, clearance, construction, or rehabilitation of properties in the Project Area.

1. Acquisition and Clearance: Parcels of real property located in the Project Area may be acquired by purchase at fair market value.
2. Construction: New construction may be initiated in order to encourage additional private sector building and investment.

3. Rehabilitation: Properties determined to be in substandard condition by the Agency and not otherwise intended for development may be sufficiently rehabilitated to insure a reasonable remaining economic life.
4. Implementation of Projects: The Agency shall have the right to approve the design and construction documents of all development within the Project Area to ensure that all development within the Project Area is consistent with this Project Area Plan. The City shall notify the Agency of all requests for (1) zoning changes; (2) design approval; (3) site plan approval; and (4) building permits within the Project Area. Projects within the Project Area shall be implemented as approved by the Agency and the City.

#### **SECTION 4 - How the Purposes of State Law Would Be Attained by Economic Development**

It is the intent of the Agency, with the assistance and participation of private owners, to encourage and accomplish appropriate development within the Project Area by methods described in this Plan. This includes the installation and improvement of infrastructure in the Project Area. The Agency reserves the right to remove buildings or structures, to construct new buildings, facilities, to purchase land, and to use incentives to maximize appropriate development beneficial to Layton City. By these methods, the private sector should be encouraged to undertake new development or redevelopment which will strengthen the tax base of the community in furtherance of the objectives set forth in this Plan.

#### **SECTION 5 - How the Plan is Consistent with the City's General Plan**

This Plan is consistent with and the proposed development conforms the City's General Plan in the following respects:

##### **A. Zoning Ordinances**

The property within the Project Area is currently zoned for Agriculture (A, A-1); Business/Research Park (B-RP); Professional Business (PB); Commercial (CP-1, C-H); and Residential (R-1-8). The proposed development is permitted under the current zoning classifications of the City. If any zoning changes are required, such changes will be submitted to the City for consideration and approval. There is some residential zoning in the Project Area but no residential structures. All residential zoning in the Project Area is in the City's General Plan as being zoned for Business/Research Park.

The City General plan envisions the entire project area as being Business/Research Park, Commercial, Agriculture and Manufacturing. The City has pursued this zoning to support the development proposed in this Plan.

**B. Building Codes**

The construction of all new buildings and improvements and the rehabilitation of any existing buildings or improvements will be done in accordance with the standards set forth in the General Plan of the City and in accordance with the Building Codes adopted by or applicable to the City. All building permits for construction or rehabilitation will be issued by the City in order to assure that new development or redevelopment is consistent with the General Plan of the City.

**C. Planning Commission**

This Plan is consistent with the General Plan of the City which encourages viable commercial centers and the development of an Industrial/Business Park in the Project Area. The Planning Commission must review this Plan for it to be valid.

**SECTION 6 - Description of how the Economic Development will create Additional Jobs**

A description of how the economic development will create jobs is in the Economic Benefit Analysis which is attached and incorporated herein as Exhibit "D".

**SECTION 7 - Description of the Specific Projects that are the Object of the Proposed Economic Development**

The Agency believes on the basis of input received by the Agency from owners of real property within the Project Area that a number of development projects may be undertaken by private owners to accomplish the purposes of this Plan. Specific projects will include development that supports the mission of Hill Air Force Base. Infrastructure will need to be installed to facilitate any development. The Infrastructure will open all areas of the Project Area for development.

The Agency will use Tax Increment primarily for the construction of infrastructure throughout the Project Area. The Agency believes that increasing access through the Project Area will make the area more attractive to firms and developers looking to locate to the area.

**SECTION 8 - Ways in Which Private Developers Will be Selected to Undertake the Economic Development**

**A. Selection of Private Developers**

The Agency desires owners of real property in the Project Area to undertake development of their property and contemplates that owners will take advantage of the opportunity to develop their property. In the event that owners do not wish to participate in development or redevelopment in compliance with the Plan, the Agency reserves the right pursuant to the provisions of the Act to acquire parcels,

to encourage other owners to acquire other property within the Project Area, or to select non-owner developers by private negotiation, public advertisement, bidding or solicitation of written proposals, and by so doing encourage or accomplish the desired development of the Project Area.

**B. Identification of Developers Who Are Currently Involved in the Proposed Development**

The Agency has been contacted by or has been in contact with developers and current property owners within the Project Area. Several developers have inquired concerning the Project Area. Grandview Corporate Center, LLC and East Layton, LLC are both landowners in the Project Area. They are not working directly with the Agency but have taken various steps to develop land in the Project Area.

1. Qualified Owners: The Agency shall first permit qualified owners within the Project Area to participate as developers in the development of the Project Area.
2. Other Parties: Regarding all or any portion of the Project Area, if owners in the Project Area do not propose development projects, or do not possess the necessary skill, experience and financial resources, or are not willing or able to appropriately develop all or part of the project Area, the Agency may identify other qualified persons who may be interested in developing all or part of the Project Area. Potential developers may be identified by one or more of the following processes: (1) public solicitation, (2) requests for proposals (RFP), (3) requests for bids (RFB), (4) private negotiation, or (5) some other method of identification approved by the Agency.

**SECTION 9 - Reasons for the Selection of the Project Area**

For the following reasons the Agency has selected this site for the location of the Project Area:

- The Project Area has specific economic advantages because of its location to Hill Air Force Base. The development proposed in this Plan will provide support to the base.
- With infrastructure installments the Project Area will become a vibrant economic quadrant within the City.
- This location offers easy access to a variety of transportation means.
- The Project Area is one of the last remaining Greenfield sites in all of Davis County. The Agency wants to ensure this project is developed in the most efficient manner possible.

- Northern Davis County is in need of life sustaining jobs, this site will be able to support multiple firms that will be bringing high paying jobs to the community.
- This location offers the flexibility and zoning to house a variety of industries.
- The Project Area is one of the last areas in the City where a successful industrial/business park could be located. Most Greenfield areas in Layton are surrounded by housing. There are houses near the Project Area, but they are limited and there is a natural separation between the proposed development and residential structures. The majority of the Project Area is surrounded by Hill Air Force Base and the Wasatch Integrated Waste Management District's garbage disposal facilities.

**SECTION 10 - Description of the Physical, Social and Economic Conditions Existing in the Area**

**A. Physical Conditions**

The Project Area consists of 676 acres including public streets. All of the land in the Project Area is privately or quasi-publicly owned, and there is no public land. The majority of the property is undeveloped and there are no public roads to most of the land.

The southwest portion of the Project Area is the only part of the Project Area that has experienced significant development. This area is zoned M-1, light manufacturing, and most businesses in this area are conforming to the M-1 zoning requirements. This area does have some older buildings that may need to be rehabilitated or demolished.

The Sun Hills Golf Course is located in the middle of the Project Area. The Golf Course does have a clubhouse, which is in good shape. The Golf Course will remain open space unless the owner decides to develop the property.

With the exception of one office building in the southeast corner of the Project Area these mentioned developments are the only developments in the Project Area. The remaining portions of the Project Area are undeveloped.

**B. Social Conditions**

There are no residential structures in the Project Area. There are some commercial buildings in the Project Area that provide jobs. Jobs in the area are generally mixed in pay. The companies that provide jobs in the Project Area are mostly industrial related. There are some firms that do provide higher paying office jobs.

**C. Economic Conditions**

The land in the Project is largely underutilized. Though some small pockets of the Project Area have been developed, most of the land is undeveloped. The Project Area's location near the Hill Air Force Base make it ideal for industrial/business related development.

The Project Area has remained undeveloped because the needed infrastructure is costly. With the proper infrastructure in place the area will become economically viable and able to support the developments which this plan propose.

**SECTION 11 - Description of any Tax Incentives Offered to Private Entities for Facilities Located in the Project Area**

Subject to the establishment of the Project Area, the following generally describes tax or other incentives which the Agency intends to offer within the Project Area to developers in consideration for constructing and operating the proposed development.

The Agency may use the City's share of any property tax collections and may under certain conditions use capital improvement funds along with Tax Increment generated from the Project Area to help pay for costs associated with the development of the Project Area. These funds may be used for such items as public infrastructure improvements and installations, Agency requested off-site improvements and upgrades and on-site upgrades, land write downs, desirable Project Area improvements and other items as approved by the Agency. Payment to the developer shall be made through an agreement between the Agency and the City or the Agency and the developer. Except where the Agency issues bonds or otherwise borrows or receives funds, the Agency expects to pay the City or developer for the agreed upon amount. Subject to the provisions of the Act, the Agency may agree to pay for eligible costs and other items from taxes for any period of time the Agency may deem to be appropriate under the circumstances.

**SECTION 12 - Analysis of the Anticipated Public Benefit to be Derived from the Economic Development**

A description of how the economic development will create jobs is in the Economic Benefit Analysis, which is attached as Exhibit "D".

**SECTION 13 - National or State Register of Historic Places**

There are no buildings or places in the Project Area that are on or eligible for the National or State register of historic places.

**SECTION 14 - Owner Participation**

This Plan provides for reasonable opportunities to participate in the development of property in the Project Area by the owners of property in the Project Area. The Agency has previously adopted an Owner Participation Plan, copies of which may be obtained from the office of the Agency upon request.

**SECTION 15 - Relocation Plan**

This Plan does not include any plans, or participation on the part of the RDA, for the relocation of any residents or businesses. The relocation process will be managed by the private sector.

**SECTION 16 - Eminent Domain**

The use of eminent domain as part of this plan is limited and will only be use in accordance with Utah State Code Title 17C, Chapter 1, Section 206.

**SECTION 17 - Amending Plan and Budget**

The Agency may amend or modify this Plan or Budget at any time in accordance with the State Code Title 17C, Chapter 3, Sections 109 and 205.

**SECTION 18 - Project Financing**

**A. Financial Sources**

As described in PART II. THE EAST GATE ECONOMIC DEVELOPMENT PROJECT AREA BUDGET, the following sources will be contributing to development in the Project Area.

1. Private Entities:

Private entities will be responsible for financing their respective developments.

2. Layton City:

Where feasible Layton City will appropriate funds to improve and install infrastructure in the Project Area. The City does not have the financial resources to allocate significant financial resources to the area. The City will participate as budgetary constraints allow. The City will contribute resources, aside from Tax Increment received from the Project Area, to support the development proposed by this Plan.

3. Tax Increment:

This Plan specifically incorporates the provisions of Tax Increment Financing permitted by the State Code Title 17C, Limited Purpose Local Government Entities - Community Development and Renewal Agencies. This money will primarily be used to improve and install infrastructure in the Project Area.

The property tax increments shall be set forth in Section 18 B. Briefly stated, the tax increments that will be available under this Plan are determined in the following manner. After this Plan is adopted, the total taxable value of the property within the Project Area is determined using the last taxable values shown on the last equalized assessment roll prior to adoption of the Plan. This provides a base figure. To the extent the taxable values of property within the Project Area increase above this base figure, application of prevailing tax rates to the increased value above the base figure yields "tax increment." These tax increments arise only with respect to property located in the Project Area. Other taxing entities continue to be entitled to receive the tax revenues that result from application on prevailing tax rates to the base figure of the taxable value, so long as the total of taxable values in the Project Area exceed the base figure. The tax increments are made available for financing and assisting with the financing of development within the Project Area. Such financing can be accomplished through the use of tax increment bonds or other borrowing. These bonds or other borrowing are retired using the tax increments generated from increased taxable values within the Project Area. Bond holders and other creditors have no recourse against anything but such tax increments for payment of such bonds or other borrowing to the extent such bonds or other borrowing are based solely on tax increments. In particular, they have no claims against City funds.

The Agency is authorized to issue bonds if appropriate and feasible in an amount sufficient to finance all or any part of the project.

The Agency is authorized to obtain advances, to borrow funds and to create indebtedness in carrying out the plan. The principal, interest on such advances, funds, and indebtedness may be paid from tax increments or any other funds available to the Agency.

**B. Tax Increment and Plan Duration:**

The following is an estimate of the total amount of tax increment that will be expended in undertaking economic development and the length of time for which it will be expended.

The Agency has elected to collect 90 percent of the annual tax increment from the Project Area. This includes Property and Personal Property taxes. The Agency will collect 90 % tax increment from the Davis School District and the State

- School Board for a period of 15 years commencing from the first tax year the Agency accepts tax increment for the entire project area. The Agency will collect 90% tax increment from all tax entities, except the School District and State School Board, in the Project Area for a period of 25 years commencing from the first tax year the Agency accepts tax increment for the entire project area. The Agency shall only except \$30,143,854 in tax increment. When the Agency receives \$30,143,854 in tax increment, it shall stop receiving tax increment even if it is before the duration of the fifteen or twenty-five year period respectively. The City will start receiving Tax Increment Financing from all Taxing Entity's in the same year.

The Agency must commence implementation of this Plan within three (3) years after the date the plan is adopted. The Agency has selected 2006 as a base year for Tax Increment Financing calculations. The Agency will review the Plan at least every five years to assess how development is in line with the requirements and timeline of the Plan. The Agency will hold a Taxing Entity Committee meeting annually to insure that all funds are needed for completion of the items in the Budget.

#### **SECTION 19 – Fair Housing Plan and Expenditures**

Title 17C, chapter 1, section 412 of the Utah State code requires that 20% of tax increment received from the Project Area must be spent on specific fair housing initiatives. The City will be using fair housing funds to fund two initiatives.

First, money will be given in \$5,000 increments to low/moderate income, first time homebuyers. Applicants must have a household income that is not more than 80% of the area median income as defined by the U.S. Department of Housing and Urban Development. This money will only be allowed for down payment assistance and closing costs

Second, money will be given for housing rehabilitation costs for low/moderate income and elderly homeowners. The same income requirements that are established in the preceding paragraph are also in place for this initiative.

Fair housing funds will be divided between these two initiatives as need requires. The total amount that will be given to fair housing initiatives is \$6,028,771.

**PART II. EAST GATE ECONOMIC DEVELOPMENT PROJECT AREA BUDGET**

EAST GATE ECONOMIC DEVELOPMENT PROJECT AREA BUDGET

ADOPTED DATE: October 18, 2007

BUDGET EXPENDITURES

SECTION 1: FAIRFIELD EXTENSION TO 1st INTERSECTION				
ITEM DESCRIPTION	QUANTITY	UNIT	(\$ PER UNIT)	TOTAL
Land acquisition cost	2.94	ACRE	\$100,000.00	\$294,000.00
F&I 3-inch minus subgrade material (12" thick)	8000	TON	\$15.00	\$80,000.00
F&I 3/4" or 1" gradation roadbase (10" thick)	6200	TON	\$16.00	\$83,200.00
F&I 3/4" gradation PG 64-34 mix design asphalt (8" thick)	4500	TON	\$60.00	\$270,000.00
Construct standard 30" 6" high back concrete c&g	3200	LF	\$12.00	\$38,400.00
F&I 8" sewer line with Incidentals	1600	LF	\$140.20	\$224,320.00
F&I 48" storm drain line with Incidentals	1600	LF	\$183.65	\$293,840.00
F&I 12" water line with Incidentals	1600	LF	\$101.15	\$161,840.00
F&I 8" land drain system with Incidentals	1600	LF	\$140.20	\$224,320.00
F&I 4-foot sidewalk with 6" compacted roadbase	3200	LF	\$11.00	\$35,200.00
Roadway Excavation	14300	SY	\$4.00	\$57,200.00
General Excavation	1	LUMP SUM	\$250,000.00	\$250,000.00
Utopia Installation	1	LUMP SUM	\$42,500.00	\$42,500.00
Contingency		LUMP SUM	30%	\$806,898.00
<b>TOTAL</b>				<b>\$2,871,518.00</b>
SECTION 2: FAIRFIELD RD. INTERSECTION TO CHURCH STREET				
ITEM DESCRIPTION	QUANTITY	UNIT	(\$ PER UNIT)	TOTAL
Land acquisition cost	7.1	ACRE	\$100,000.00	\$710,000.00
F&I 3-inch minus subgrade material (12" thick)	14300	TON	\$15.00	\$214,500.00
F&I 3/4" or 1" gradation roadbase (10" thick)	12400	TON	\$16.00	\$198,400.00
F&I 3/4" gradation PG 64-34 mix design asphalt (8" thick)	11000	TON	\$80.00	\$880,000.00
Construct standard 30" 6" high back concrete c&g	7700	LF	\$12.00	\$92,400.00
F&I 8" sewer line with Incidentals	3850	LF	\$140.20	\$539,770.00
F&I 48" storm drain line with Incidentals	3850	LF	\$183.65	\$707,052.50
F&I 12" water line with Incidentals	3850	LF	\$101.15	\$389,427.50
F&I 8" land drain system with Incidentals	3850	LF	\$140.20	\$539,770.00
F&I 4-foot sidewalk with 6" compacted roadbase	7700	LF	\$11.00	\$84,700.00
Roadway Excavation	34250	SY	\$4.00	\$137,000.00
General Excavation	1	LUMP SUM	\$250,000.00	\$250,000.00
Utopia Installation	1	LUMP SUM	\$42,500.00	\$42,500.00
Contingency		LUMP SUM	30%	\$1,356,906.00
<b>TOTAL</b>				<b>\$5,822,428.00</b>
SECTION 3: CHURCH STREET EXTENSION TO INTERSECTION				
ITEM DESCRIPTION	QUANTITY	UNIT	(\$ PER UNIT)	TOTAL
Land acquisition cost	5.8	ACRE	\$100,000.00	\$580,000.00
F&I 3-inch minus subgrade material (12" thick)	11700	TON	\$15.00	\$175,500.00
F&I 3/4" or 1" gradation roadbase (10" thick)	10200	TON	\$16.00	\$163,200.00
F&I 3/4" gradation PG 64-34 mix design asphalt (8" thick)	8800	TON	\$80.00	\$704,000.00
Construct standard 30" 6" high back concrete c&g	6300	LF	\$12.00	\$75,600.00
F&I 8" sewer line with Incidentals	3150	LF	\$140.20	\$441,630.00
F&I 48" storm drain line with Incidentals	3150	LF	\$183.65	\$578,497.50
F&I 12" water line with Incidentals	3150	LF	\$101.15	\$318,822.50
F&I 8" land drain system with Incidentals	3150	LF	\$140.20	\$441,630.00
F&I 4-foot sidewalk with 6" compacted roadbase	6300	LF	\$11.00	\$69,300.00
Roadway Excavation	28000	SY	\$4.00	\$112,000.00
General Excavation	1	LUMP SUM	\$250,000.00	\$250,000.00
Utopia Installation	1	LUMP SUM	\$42,500.00	\$42,500.00
Contingency		LUMP SUM	30%	\$1,120,194.00
<b>TOTAL</b>				<b>\$4,896,874.00</b>
SECTION 4: 1700 EAST EXTENSION TO CHURCH ST. INTERSECTION				
ITEM DESCRIPTION	QUANTITY	UNIT	(\$ PER UNIT)	TOTAL
Land acquisition cost	3.2	ACRE	\$100,000.00	\$320,000.00
F&I 3-inch minus subgrade material (12" thick)	8500	TON	\$15.00	\$127,500.00
F&I 3/4" or 1" gradation roadbase (10" thick)	5650	TON	\$16.00	\$90,400.00
F&I 3/4" gradation PG 64-34 mix design asphalt (8" thick)	4800	TON	\$80.00	\$384,000.00
Construct standard 30" 6" high back concrete c&g	3500	LF	\$12.00	\$42,000.00
F&I 8" sewer line with Incidentals	1750	LF	\$140.20	\$245,350.00
F&I 36" storm drain line with Incidentals	1750	LF	\$116.65	\$204,137.50
F&I 12" water line with Incidentals	1750	LF	\$101.15	\$177,012.50
F&I 8" land drain system with Incidentals	1750	LF	\$140.20	\$245,350.00
F&I 4-foot sidewalk with 6" compacted roadbase	3500	LF	\$11.00	\$38,500.00
Roadway Excavation	15655	SY	\$4.00	\$62,220.00
General Excavation	1	LUMP SUM	\$250,000.00	\$250,000.00
Utopia Installation	1	LUMP SUM	\$42,500.00	\$42,500.00
Contingency		LUMP SUM	30%	\$819,941.00
<b>TOTAL</b>				<b>\$2,728,911.00</b>
MISCELLANEOUS ITEMS				
CHURCH STREET - FROM POND/TANK TO 1700 EAST EXT.	QUANTITY	UNIT	(\$ PER UNIT)	TOTAL
Land acquisition cost	3.63	ACRE	\$100,000.00	\$363,000.00
Furnish and install 3-inch minus subgrade material (12" thick)	6700	TON	\$15.00	\$100,500.00
Furnish and install 3/4-inch or 1-inch gradation roadbase (10" thick)	5800	TON	\$16.00	\$89,600.00
Furnish and install 3/4-inch gradation PG 64-34 mix design performance grade asphalt (8" thick)	3800	TON	\$80.00	\$304,000.00
Construct standard 30-inch 8-inch high back concrete c&g	4800	LF	\$12.00	\$57,600.00
Furnish and install 12-inch D3034 white PVC sanitary sewer pipe	2400	LF	\$140.20	\$336,480.00
Furnish and install 24-inch class III reinforced concrete pipe	1700	LF	\$53.68	\$91,056.00
Construct standard combination hooded inlet/cleanout box	6	EACH	\$2,400.00	\$14,400.00
Furnish and install 16-inch ductile iron class 51 pipe	2400	LF	\$101.15	\$242,760.00
Furnish and install 4-foot sidewalk with 6" compacted roadbase	4800	LF	\$11.00	\$52,800.00
Excavation	17800	CY	\$4.50	\$79,200.00
Contingency		LUMP SUM	30%	\$496,987.80
<b>TOTAL</b>				<b>\$2,153,093.80</b>
EXTENSION OF NORTH HILLS DRIVE TO NEW ALIGNMENT				
ITEM DESCRIPTION	QUANTITY	UNIT	(\$ PER UNIT)	TOTAL
Land acquisition cost	0.75	ACRE	\$100,000.00	\$75,000.00
F&I 3-inch minus subgrade material (12" thick)	1850	TON	\$15.00	\$27,750.00
F&I 3/4" or 1" gradation roadbase (10" thick)	1500	TON	\$16.00	\$24,000.00
F&I 3/4" gradation PG 64-34 mix design asphalt (8" thick)	825	TON	\$80.00	\$66,000.00
Construct standard 30" 6" high back concrete c&g	1500	LF	\$12.00	\$18,000.00
F&I 15" storm drain line in North Hills Subdivision	500	LF	\$50.00	\$25,000.00
F&I 10" water line with Incidentals	1250	LF	\$95.00	\$118,750.00
F&I 4-foot sidewalk with 6" compacted roadbase	1800	LF	\$11.00	\$19,800.00
Roadway Excavation	5300	SY	\$4.00	\$21,200.00
Contingency		LUMP SUM	30%	\$113,040.00
<b>TOTAL</b>				<b>\$489,840.00</b>

GREYHAWK COMMERCIAL- CHURCH ST EXT. FROM HWY 193				TOTAL=	\$1,283,798.08
Cost for road extension w/ utilities and detention basin					
<b>EAST DETENTION POND</b>					
Land acquisition cost	QUANTITY	UNIT	(\$ PER UNIT)	TOTAL	
	18	ACRES	\$136,000.00	\$1,080,000.00	
F&I complete working detention basin with incidentals			LUMP SUM	\$850,000.00	
			TOTAL=	\$1,730,000.00	
<b>WEST DETENTION POND</b>					
Land acquisition cost	QUANTITY	UNIT	(\$ PER UNIT)	TOTAL	
	4	ACRES	\$136,000.00	\$540,000.00	
F&I complete working detention basin with incidentals			LUMP SUM	\$600,000.00	
			TOTAL=	\$1,140,000.00	
<b>SOUTH DETENTION POND</b>					
Land acquisition cost	QUANTITY	UNIT	(\$ PER UNIT)	TOTAL	
	3	ACRES	\$136,000.00	\$405,000.00	
F&I complete working detention basin with incidentals			LUMP SUM	\$400,000.00	
			TOTAL=	\$805,000.00	
<b>WIDENING OF EXISTING FAIRFIELD ROAD</b>					
Land acquisition cost	QUANTITY	UNIT	(\$ PER UNIT)	TOTAL	
	0.78	ACRES	\$125,000.00	\$95,000.00	
Excavate ROW			LUMP SUM	\$3,984.00	
Furnish and install subgrade material	2033	TON	\$12.00	\$24,396.00	
Furnish and install roadbase material	2630	TON	\$23.00	\$60,480.00	
Rotomill 2" existing asphalt	10888	SY	\$3.25	\$35,377.88	
Construct 2" asphalt overlay	1688	TON	\$62.00	\$104,696.00	
Furnish and install PG asphalt	1102	TON	\$60.00	\$66,120.00	
Remove existing curb & gutter	2876	LF	\$6.00	\$17,256.00	
Remove existing sidewalk	1688	LF	\$5.00	\$8,440.00	
Remove existing drive approach	309	LF	\$7.00	\$2,163.00	
Construct standard concrete curb & gutter	2818	LF	\$13.50	\$38,043.00	
Construct 4" wide concrete sidewalk	2839	LF	\$12.50	\$35,487.50	
Construct GW4 (UDOT) ADA ramp	2	EACH	\$700.00	\$1,400.00	
Construct standard ADA ramp	2	EACH	\$700.00	\$1,400.00	
Construct 4'5" Drive Approach	309	LF	\$22.50	\$6,952.50	
Furnish and install 15-inch Class III C-78 Reinforced concrete pipe	24	LF	\$30.00	\$720.00	
Furnish and install 15-inch gravel/rock bedding material for pipe	12	TON	\$16.00	\$192.00	
Furnish and install 3-inch minus select borrow material for trench	18	TON	\$9.50	\$171.00	
Adjust manholes	7	EACH	\$350.00	\$2,450.00	
Adjust CO boxes/inlets	0	EACH	\$900.00	\$0.00	
Adjust water valves	9	EACH	\$250.00	\$2,250.00	
Remove existing inlets	3	EACH	\$250.00	\$750.00	
Furnish and install 24" RCP	1400	LF	\$53.58	\$75,012.00	
Construct inlet boxes	2	EACH	\$1800.00	\$3,600.00	
Construct combo box	1	EACH	\$3,400.00	\$3,400.00	
Contingency			LUMP SUM	\$180,280.14	
			TOTAL=	\$824,580.82	
<b>LAYTON CITY EASTGATE PROJECT</b>					
Cost for Fairfield Road extension w/ utilities and Eastgate access to HARB				TOTAL=	\$1,259,221.11

TOTALS:	
SECTION 1 TOTAL =	\$2,671,516.00
SECTION 2 TOTAL =	\$5,922,428.00
SECTION 3 TOTAL =	\$4,898,874.00
SECTION 4 TOTAL =	\$2,728,911.00
CHURCH STREET - FROM POND/TANK TO 1700 EAST EXT. =	\$2,153,093.80
EXTENSION OF NORTH HILLS DRIVE TO NEW ALIGNMENT TOTAL =	\$489,840.00
GREYHAWK COMMERCIAL- CHURCH ST EXT. FROM HWY 193 =	\$1,283,798.08
EAST DETENTION BASIN TOTAL =	\$1,730,000.00
WEST DETENTION BASIN TOTAL =	\$1,140,000.00
SOUTH DETENTION BASIN TOTAL =	\$805,000.00
WIDENING OF EXISTING FAIRFIELD ROAD TOTAL =	\$824,580.82
LAYTON CITY EASTGATE PROJECT =	\$1,259,221.11
INTEREST ON FINANCING FOR TIF FUNDED EXPENDITURES =	\$1,577,622.26
<b>PROJECT TOTAL =</b>	<b>\$27,482,692.86</b>

<b>EXPENDITURES TO BE PAID BY TAX INCREMENT FINANCING</b>	
FROM PROJECT AREA =	\$24,115,083.08
EXPENDITURES TO BE PAID BY PRIVATE PARTIES =	\$1,283,798.08
EXPENDITURES TO BE PAID BY LAYTON CITY =	\$2,083,811.73

TOTAL AMOUNT OF TAX INCREMENT FINANCING NEEDED

PROJECT AREA EXPENDITURES =	\$24,115,083
FAIR HOUSING EXPENDITURES =	\$6,028,771
<b>TOTAL =</b>	<b>\$30,143,854 *</b>

\*The ceiling rate for Tax Increment to be received by Layton City is \$30,143,854. Once this total amount has been received the City will receive no more Tax Increment.

TAXING ENTITIES IN THE PROJECT AREA, TAX RATES AND CONTRIBUTION

GOVERNMENTAL AGENCY	TAX RATE*	CONTRIBUTION TO EDA	% OF TOTAL
DAVIS SCHOOL DISTRICT	0.00579	\$9,283,939	31%
DAVIS COUNTY	0.002003	\$7,007,275	23%
LAYTON CITY	0.002092	\$7,320,862	24%
MOSQUITO ABATEMENT	0.000086	\$299,805	1%
NORTH DAVIS SEWER DISTRICT	0.000763	\$2,689,416	8%
STATE ASSESSING AND COLLECTION	0.000139	\$486,995	2%
WEBER BASIN WATER CONSERVANCY DISTRICT	0.000178	\$683,888	2%
STATEWIDE SCHOOL RATE	0.001515	\$2,432,074	8%
TOTAL=	0.012568	\$30,143,854	100%

\*2008 Certified Tax Rates

The Agency has elected to collect 90 percent of the annual tax increment from the Project Area. This includes Property and Personal Property tax increment. The Agency will collect 90% tax increment from the Davis School District and the State School Board for a period of 15 years commencing from the first tax year the Agency accepts tax increment for the entire project area. The Agency will collect 90% tax increment from all tax entities, except the School District and State School Board, in the Project Area for a period of 25 years commencing from the first tax year the Agency accepts tax increment for the entire project area. The Agency shall only except \$30,143,854 in tax increment. When the Agency receives \$30,143,854 in tax increment, it shall stop receiving tax increment even if it is before the duration of the fifteen or twenty-five year period respectively. The City will start receiving Tax Increment Financing from all Taxing Entity's in the same year. The Agency has selected 2008 as a base year for Tax Increment Financing calculations.

TIMELINE FOR EXPENDITURES AND TAX INCREMENT FINANCING

2006 BASE VALUE OF TOTAL LAND= \$30,594,080 \*

\*This amount was received from the Davis County Assessors office for the property value of land in the Project Area. The ceiling rate for Tax Increment received by Layton City is \$30,143,854. Once this total amount has been received the City will receive no more Tax increment.

2006

TIF GENERATED=N/A  
 PROJECTS FUNDED=\$1,259,221  
 PROJECTS FUNDED INCLUDE: LAYTON CITY EAST GATE PROJECT  
 FAIR HOUSING EXPENDITURE: N/A

2007

TIF RECEIVED=\$22,032  
 PROJECTS FUNDED=N/A  
 PROJECTS FUNDED INCLUDE: N/A  
 FAIR HOUSING EXPENDITURE: N/A

2008

TIF RECEIVED=\$38,231  
 PROJECTS FUNDED=\$2,108,388  
 PROJECTS FUNDED INCLUDE: GREYHAWK COMMERCIAL CHURCH STREET EXTENSION; WIDENING OF EXISTING FAIRFIELD ROAD  
 FAIR HOUSING EXPENDITURE: N/A

2009

TIF RECEIVED=\$188,055  
 PROJECTS FUNDED=\$5,984,739  
 PROJECTS FUNDED INCLUDE:SECTION 1; WEST DETENTION BASIN; CHURCH STREET EXTENSION; INTEREST PAYMENT  
 FAIR HOUSING EXPENDITURE: \$37,211

2010

TIF RECEIVED=\$270,443  
 PROJECTS FUNDED=\$6,747,555  
 PROJECTS FUNDED INCLUDE:SECTION 2; SOUTH DETENTION BASIN; INTEREST PAYMENT  
 FAIR HOUSING EXPENDITURE: \$54,089

2011

TIF RECEIVED=\$387,489  
 PROJECTS FUNDED=\$6,646,803  
 PROJECTS FUNDED INCLUDE:SECTION 3; EAST DETENTION; INTEREST PAYMENT  
 FAIR HOUSING EXPENDITURE: \$73,498

2012

TIF RECEIVED=\$479,091  
 PROJECTS FUNDED=\$3,238,880  
 PROJECTS FUNDED INCLUDE:SECTION 4; EXTENSION OF NORTH HILLS DRIVE; INTEREST PAYMENT  
 FAIR HOUSING EXPENDITURE: \$95,818

2013

TIF RECEIVED=\$607,434  
 PROJECTS FUNDED=\$62,629  
 PROJECTS FUNDED INCLUDE: INTEREST PAYMENT  
 FAIR HOUSING EXPENDITURE: \$121,487

2014

TIF RECEIVED=\$755,028  
 PROJECTS FUNDED=\$62,629  
 PROJECTS FUNDED INCLUDE: INTEREST PAYMENT  
 FAIR HOUSING EXPENDITURE: \$151,006

2015

TIF RECEIVED=\$924,761  
 PROJECTS FUNDED=\$62,629  
 PROJECTS FUNDED INCLUDE: INTEREST PAYMENT  
 FAIR HOUSING EXPENDITURE: \$184,852

2016

TIF RECEIVED=\$1,119,955  
 PROJECTS FUNDED=\$62,629  
 PROJECTS FUNDED INCLUDE: INTEREST PAYMENT  
 FAIR HOUSING EXPENDITURE: \$223,991

2017  
TIF RECEIVED=\$1,344,427  
PROJECTS FUNDED=\$62,629  
PROJECTS FUNDED INCLUDE: INTEREST PAYMENT  
FAIR HOUSING EXPENDITURE: \$268,885

2018  
TIF RECEIVED=\$1,602,570  
PROJECTS FUNDED=\$62,629  
PROJECTS FUNDED INCLUDE: INTEREST PAYMENT  
FAIR HOUSING EXPENDITURE: \$320,514

2019  
TIF RECEIVED=\$1,899,435  
PROJECTS FUNDED=\$62,629  
PROJECTS FUNDED INCLUDE: INTEREST PAYMENT  
FAIR HOUSING EXPENDITURE: \$379,887

2020  
TIF RECEIVED=\$2,240,829  
PROJECTS FUNDED=\$62,629  
PROJECTS FUNDED INCLUDE: INTEREST PAYMENT  
FAIR HOUSING EXPENDITURE: \$448,166

2021  
TIF RECEIVED=\$2,345,524  
PROJECTS FUNDED=\$62,629  
PROJECTS FUNDED INCLUDE: INTEREST PAYMENT  
FAIR HOUSING EXPENDITURE: \$469,105

2022  
TIF RECEIVED=\$2,454,406  
PROJECTS FUNDED=\$62,629  
PROJECTS FUNDED INCLUDE: INTEREST PAYMENT  
FAIR HOUSING EXPENDITURE: \$490,881

2023  
TIF RECEIVED=\$2,567,843  
PROJECTS FUNDED=\$62,629  
PROJECTS FUNDED INCLUDE: INTEREST PAYMENT  
FAIR HOUSING EXPENDITURE: \$513,529

2024  
TIF RECEIVED=\$905,412  
PROJECTS FUNDED=\$62,629  
PROJECTS FUNDED INCLUDE: INTEREST PAYMENT  
FAIR HOUSING EXPENDITURE: \$181,082

2025  
TIF RECEIVED=\$956,690  
PROJECTS FUNDED=\$62,629  
PROJECTS FUNDED INCLUDE: INTEREST PAYMENT  
FAIR HOUSING EXPENDITURE: \$191,338

2026  
TIF RECEIVED=\$1,010,018  
PROJECTS FUNDED=\$62,629  
PROJECTS FUNDED INCLUDE: INTEREST PAYMENT  
FAIR HOUSING EXPENDITURE: \$202,004

2027  
TIF RECEIVED=\$1,065,480  
PROJECTS FUNDED=\$62,629  
PROJECTS FUNDED INCLUDE: INTEREST PAYMENT  
FAIR HOUSING EXPENDITURE: \$213,096

2028  
TIF RECEIVED=\$1,123,160  
PROJECTS FUNDED=\$62,629  
PROJECTS FUNDED INCLUDE: INTEREST PAYMENT  
FAIR HOUSING EXPENDITURE: \$224,632

2029  
TIF RECEIVED=\$1,183,148  
PROJECTS FUNDED=\$62,629  
PROJECTS FUNDED INCLUDE: INTEREST PAYMENT  
FAIR HOUSING EXPENDITURE: \$236,630

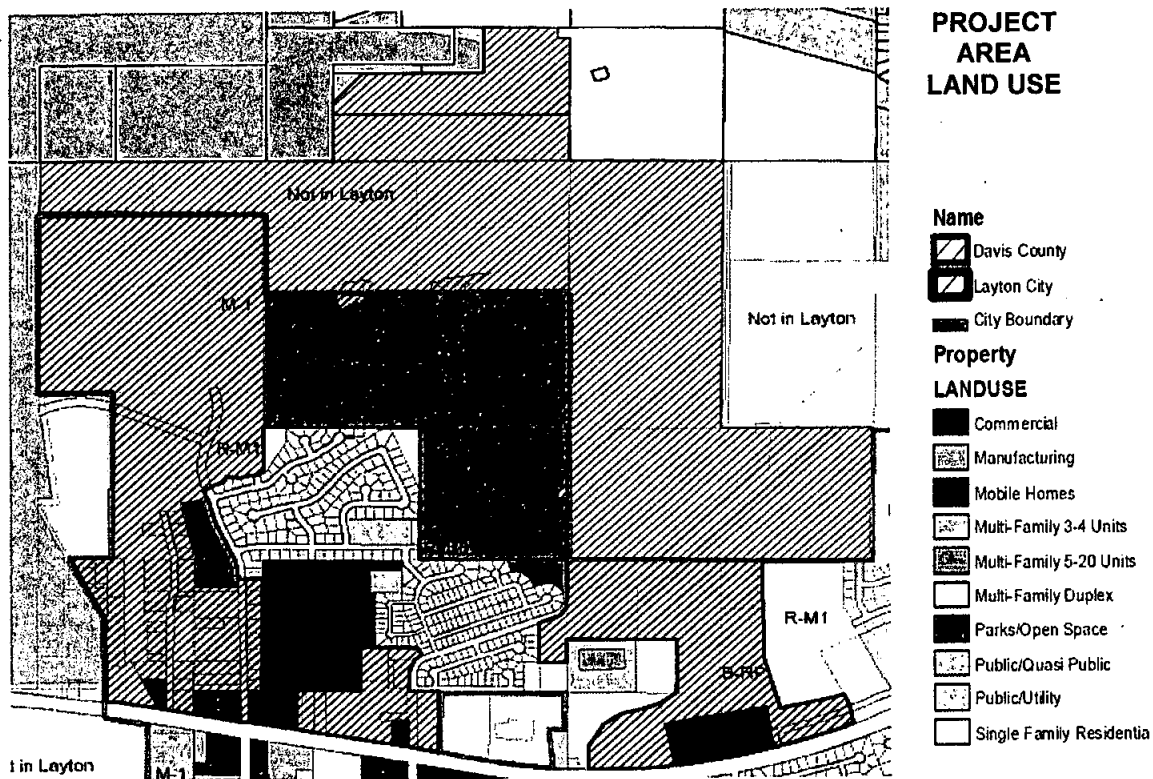
2030  
TIF RECEIVED=\$1,245,535  
PROJECTS FUNDED=\$62,629  
PROJECTS FUNDED INCLUDE: INTEREST PAYMENT  
FAIR HOUSING EXPENDITURE: \$249,107

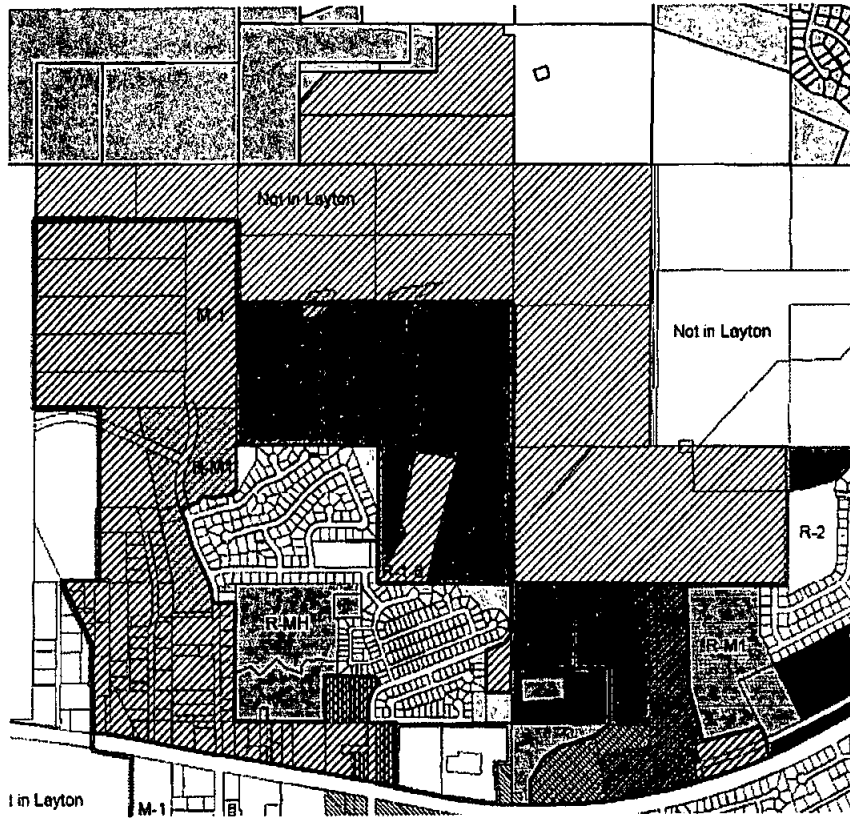
2031  
TIF RECEIVED=\$1,310,417  
PROJECTS FUNDED=\$62,628  
PROJECTS FUNDED INCLUDE: INTEREST PAYMENT  
FAIR HOUSING EXPENDITURE: \$262,083

2032  
TIF RECEIVED=\$1,377,895  
PROJECTS FUNDED=\$62,628  
PROJECTS FUNDED INCLUDE: INTEREST PAYMENT  
FAIR HOUSING EXPENDITURE: \$275,579

2033  
TIF RECEIVED=\$1,448,072  
PROJECTS FUNDED=\$62,628  
PROJECTS FUNDED INCLUDE: INTEREST PAYMENT  
FAIR HOUSING EXPENDITURE: \$289,614

**EXHIBIT A.**  
**Map of the Project Area including Land Uses, Zoning and Principal Street Layout**

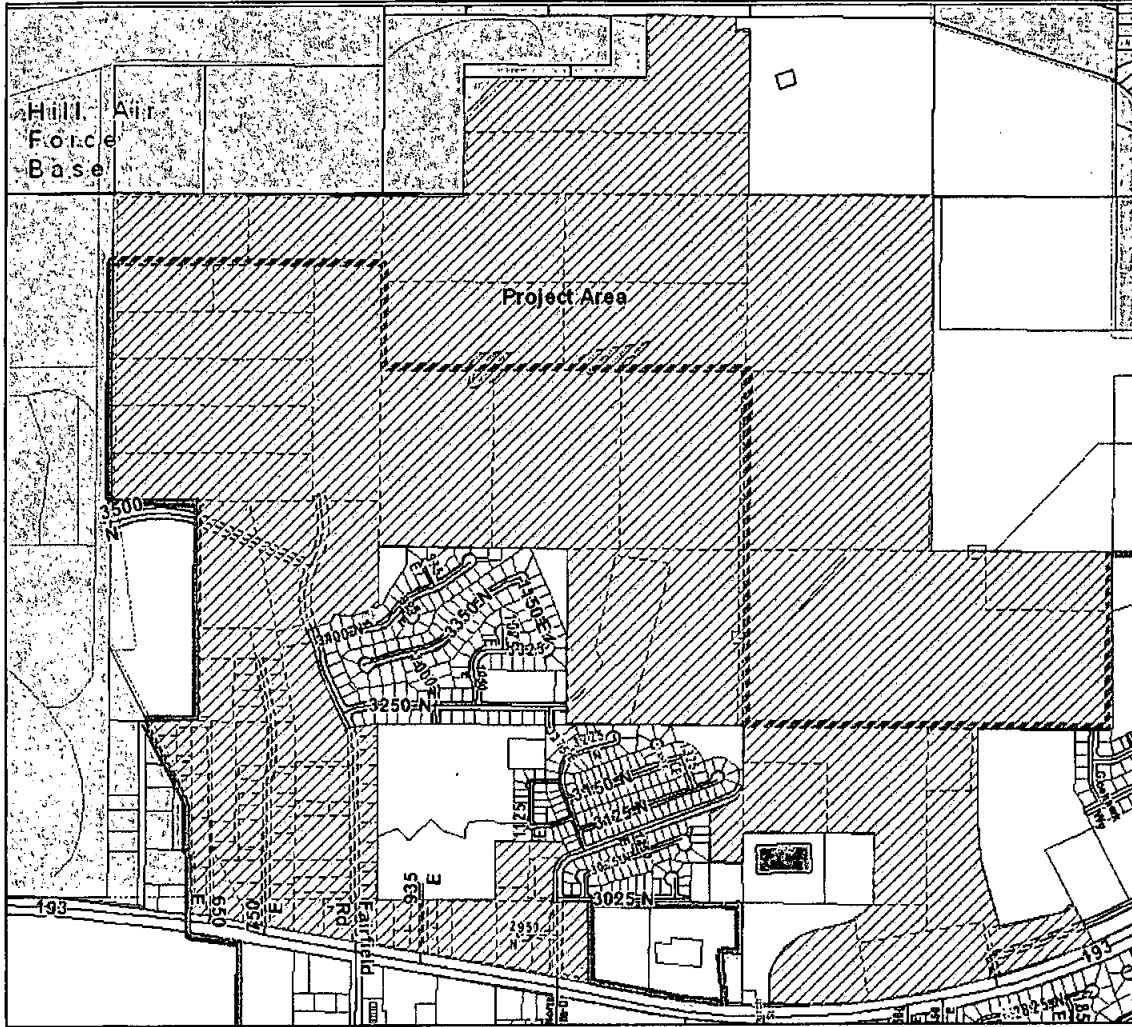




### PROJECT AREA ZONING

Legend	
<b>Study Area Name</b>	<b>Rail STATUS</b>
Davis County	In Service
Layton City	Out of Service
City Boundary	
<b>Property ZONING</b>	
A	
B-RP	
C-P	
C-P (DTC)	
C-P-1	
C-P-2	
C-P-3	
M-1	
M-2	
Not in Layton	
P-B	
R-1-1D	
R-1-1D (PRUD)	
R-1-5	
R-1-5 (PRUD)	
R-1-6	
R-1-6 (PRUD)	
R-2	
R-2 (PRUD)	
R-3	
R-3-1	
R-3-1 (PRUD)	
R-3-2	
R-3-2 (PRUD)	
R-4	
R-4 (DTC)	
R-5	
R-5 (PRUD)	

# PROJECT AREA PRINCIPAL STREET LAYOUT



**EXHIBIT B.**  
**Legal Description of the Project Area**

**BEGINNING AT A POINT WHICH IS N 82°10'34" W 274.078 FEET FROM THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S 26°46'49" E 147.313 FEET, THENCE S 11°52'45" E 185.927 FEET, THENCE S 78°55'30" W 2364.885 FEET, N 00°04'04" E 229.227 FEET, THENCE N 55°43'09" E 751.202 FEET, THENCE N 55°03'49" E 179.106 FEET, THENCE N 00°00'00" E 529.871 FEET, THENCE N 89°37'17" W 965.036 FEET, THENCE S 00°05'25" W 231.37 FEET, THENCE N 89°56'13" W 238.173 FEET N 00°16'41" E 392.141 FEET, THENCE N 55°18'54" E 288.449 FEET, THENCE N 00°05'16" E 465.647 FEET, THENCE N 89°37'47" W 1297.955 FEET, THENCE N 00°08'31" E 1310.51 FEET, THENCE N 89°46'40" W 1384.588 FEET, THENCE S 00°44'47" E 436.465 FEET, THENCE S 51°13'58" W 55.375 FEET, THENCE S 84°35'50" W 66.181 FEET, THENCE S 75°25'01" W 103.68 FEET, THENCE N 83°41'14" W 119.325 FEET, THENCE S 33°16'34" W 65.78 FEET, THENCE S 69°22'25" W 108.083 FEET, THENCE S 53°05'00" W 82.324 FEET, THENCE S 20°02'39" E 81.716 FEET, THENCE N 81°12'39" E 11.461 FEET, THENCE S 14°09'03" E 209.538 FEET; THENCE S 24°21'22" E 438.406 FEET, THENCE S 15°54'33" E 98.768 FEET, THENCE S 03°49'05" E 104.029 FEET, THENCE N 86°56'47" E 216.851 FEET, THENCE S 00°06'16" W 1120.811 FEET, THENCE S 89°24'00" E 881.884 FEET, THENCE N 09°12'39" W 101.274 FEET, THENCE N 00°08'23" E 341.274 FEET, THENCE S 88°28'04" E 503.358 FEET, THENCE S 28°49'59" E 76.533 FEET, THENCE S 22°46'31" W 285.345 FEET, THENCE S 01°30'52" W 100.199 FEET, THENCE S 89°46'21" E 263.947 FEET, THENCE S 00°07'01" W 607.153 FEET, THENCE N 79°46'52" W 197.124 FEET, THENCE N 79°39'16" W 1508.307 FEET, THENCE S 88°09'31" W 62.157 FEET, THENCE N 79°37'09" W 1033.734 FEET, THENCE N 83°48'59" W 167.741 FEET, THENCE N 01°23'50" W 842.608 FEET, THENCE N 27°06'10" W 667.248 FEET, THENCE S 89°34'14" E 375.6 FEET, THENCE N 00°08'26" E 1642.56 FEET, THENCE N 90°00'00" W 657.329 FEET, THENCE N 00°01'40" E 2281.95 FEET, THENCE N 89°55'10" E 2576.982 FEET, THENCE N 00°42'17" W 584.217 FEET; THENCE N 43°08'58" E 395.836 FEET, THENCE N 89°51'19" E 1063.987 FEET, THENCE N 00°20'35" W 456.518 FEET, THENCE N 89°39'25" E 659.006 FEET, THENCE S 00°20'35" E 114.129 FEET, THENCE S 88°22'05" E 106.83 FEET, THENCE S 00°26'29" W 1218.654 FEET, THENCE S 89°59'09" E 1348.39 FEET, THENCE S 00°10'49" W 2643.212 FEET, THENCE S 89°45'28" E 1346.493 FEET, THENCE S 00°18'03" W 1329.666 FEET, THENCE N 89°28'34" W 971.978 FEET, THENCE S 01°22'04" E 968.304 FEET, THENCE S 15°47'10" E 520.265 FEET, THENCE N 76°33'52" E 470.486 FEET, THENCE N 52°22'45" E 96.802 FEET TO THE POINT OF BEGINNING.**

CONTAINS APPROXIMATELY 675.60 ACRES.

**EXHIBIT C.**

**A Resolution from Davis County Authorizing the Agency to include County Land in the Project Area Under State Code (17C-1-204) Including a Map and Parcels of the Portions of the Project Area that are not in Layton City Boundaries.**

RESOLUTION 07-277

A RESOLUTION BY THE DAVIS COUNTY COMMISSION  
AUTHORIZING A PORTION OF UNINCORPORATED DAVIS  
COUNTY FOR USE BY LAYTON CITY IN AN ECONOMIC  
DEVELOPMENT PROJECT AREA.

WHEREAS, the Davis County Commission supports economic development that creates life sustaining jobs throughout Davis County; and

WHEREAS, the Davis County Commission is aware that Layton City is desirous to use a portion of unincorporated Davis County in the East Gate Economic Development Project Area; and

WHEREAS, the East Gate Economic Development Project Area will serve to bring life sustaining jobs to Davis County; and

WHEREAS, the Utah State Code governing Economic Development Project Areas (17C-1-204) allows a community to use contiguous property outside its boundaries if the legislative body of the community in which the land lies gives its approval; and

WHEREAS, Layton City will be responsible for all public services to new developments that occur in the East Gate Economic Development Project Area whether the land is in Layton City or unincorporated Davis County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DAVIS COUNTY AS FOLLOWS:

1. As permitted by 17C-1-204 UCA Davis County does hereby authorize Layton City to include certain portions of unincorporated Davis County in the East Gate Economic Development Project Area.
2. Layton City may act in all respects as if the project area located in the unincorporated area of Davis County were within its own boundaries.
3. Layton City by this Resolution has all the rights, powers, and privileges with respect to the project area located in the unincorporated area of Davis County as if it were within its own boundaries.
4. Layton City may be paid tax increment funds to the same extent as if the project area located within the unincorporated area were within its own boundaries.
5. The unincorporated portions of Davis County that will be included in the East Gate Economic Development Project Area are listed by their Tax Identification Numbers in Exhibit "A", which is attached hereto and incorporated by this reference, and as identified on the map in Exhibit "B", which is attached hereto and incorporated by this reference.

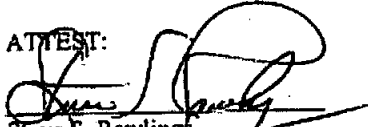
Passed and Adopted by the Commissioners of Davis County this 28<sup>th</sup> day of  
~~July, 2007.~~  
August

DAVIS COUNTY

By 

Alan Hansen, Chair  
Davis County Commission

ATTEST:

  
Steve S. Rawlings  
Davis County Clerk/Auditor

Approved as to Form:

  
Office of Davis County Attorney

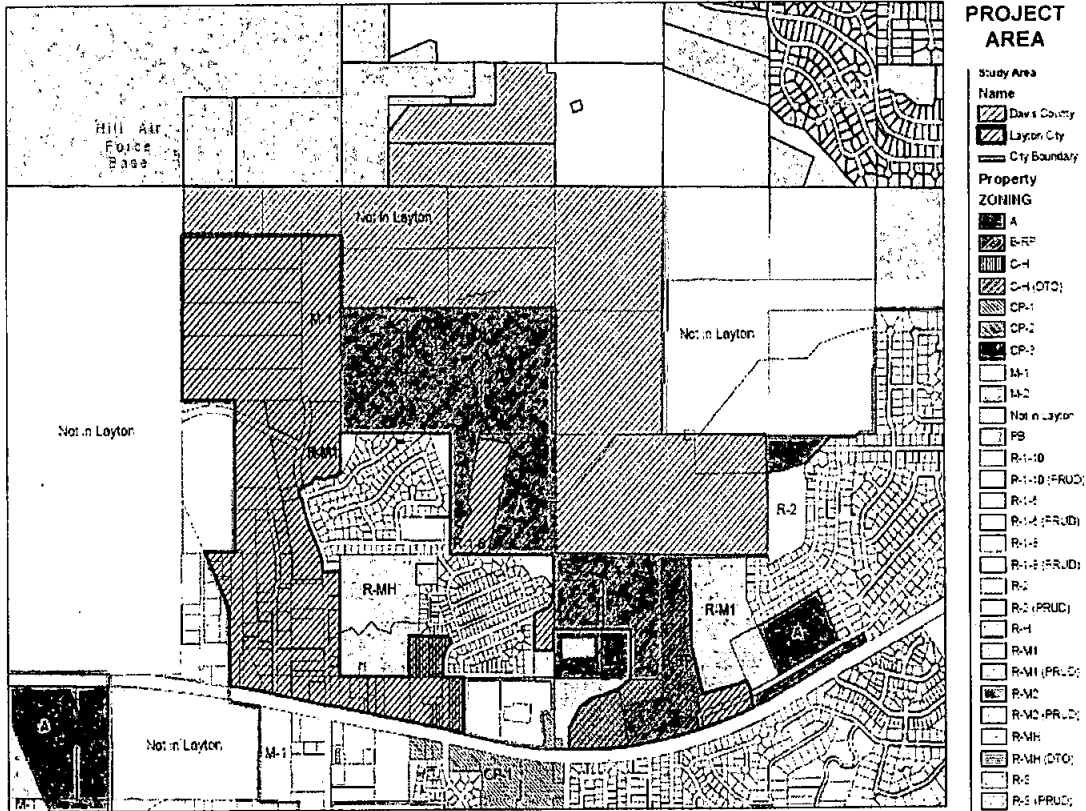
EXHIBIT A

The following are Tax Identification Numbers for parcels to be included in Layton City's East Gate Economic Development Project Area. This list is exhaustive and there are no parcels that will be divided for inclusion in the Project Area:

090120022  
091160012  
091160013  
091170002  
091190001  
091190002  
130310010  
130310011  
130310012  
130310013  
130310008

EXHIBIT B

The following is a map of the East Gate Economic Development Project. This map identifies which portions of the Project Area are outside Layton City boundaries and are in unincorporated Davis County.



**EXHIBIT D.**  
**Economic Benefit Analysis**

**EAST GATE ECONOMIC DEVELOPMENT**  
**ANALYSIS**



**Prepared By:**  
**Layton City**  
**Department of Community and Economic Development**

### **Purpose**

The Redevelopment Agency of Layton City (Agency) has identified a 676 acre area immediately east of the Hill Air Force Base and north of Highway 193 as an area having potential for economic growth. The Agency feels that the proximity of the area to the Air Force Base will create economic growth associated with the Base.

In order to establish a mechanism to assist with economic growth and development and to ensure the compatibility of this growth with Layton City's vision and goals, the Agency proposes establishing the East Gate Economic Development Project Area (Project Area).

The Project Area provides an opportunity for the City to direct certain funds and resources to:

1. Encourage renovation and retention of existing businesses
2. Encourage new businesses to locate in this area
3. Provide infrastructure improvements to entice business expansion and relocation
4. Protect existing businesses from encroachment by undesirable developments

For these reasons, the RDA adopted a resolution authorizing the preparation of a project area plan for the 676 acre project area. The Agency has identified infrastructure as the primary investment for tax increment to be received from the Project Area. This plan will consider multiple aspects of the proposed development.

### **Background**

As outlined in Utah State Code, Title 17C-3-103, this study will address the following issues concerning development in the Project Area:

1. The benefit of any financial assistance or other public subsidy proposed to be provided by the agency, including:
  - An evaluation of the reasonableness of the costs of economic development;
  - Efforts the agency or developer has made or will make to maximize private investment;
  - The rationale for use of tax increment, including an analysis of whether the proposed development might reasonably be expected to occur in the foreseeable future solely through private investment;
2. The anticipated public benefit to be derived from the economic development, including:
  - The beneficial influences upon the tax base of the community;
  - The associated business and economic activity likely to be stimulated; and
  - The number of jobs or employment anticipated to be generated or preserved.

**Strengths, Weaknesses, Opportunities and Threats**

The Agency has identified several key economic opportunities and concerns in and around the Project Area.

1. The local economy is largely a bedroom community with a retail based economy
2. Residential development is consuming most of the undeveloped land in Layton City
3. The Project Area borders the Hill Air Force Base, which is a catalyst for development
4. Industrial and Business developments exist in the Project Area
5. Much of the Project Area is undeveloped and underutilized

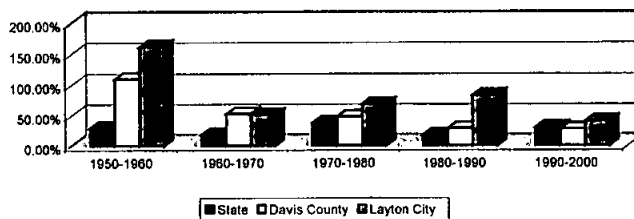
Layton City is largely a retail economy that serves as a bedroom community for commuters traveling to Ogden and Salt Lake. Various studies have shown that 40%-50% of the workforce in Layton commute out of the City to work. This mass exodus of workers has wide spread ramifications.

The freeways through Layton are filled to capacity during rush hour as the transportation means are not sufficient. The Utah Department of Transportation is expanding infrastructure to augment traffic capacity throughout Davis County. The Utah Transit Authority is installing Commuter Rail through Davis County as a mass transportation alternative. In addition to transportation problems, commuter emission outputs also have a negative impact on the environment

The retail economy in Layton does not provide high paying jobs. The average monthly salary for a person working in Layton is \$2,200.<sup>1</sup> The average house in Layton costs \$195,000.<sup>2</sup> This means that the average person working in Layton cannot afford a house in Layton.

The average home price in Layton is still reasonable compared to Salt Lake area home prices. As a result of reasonable housing prices Layton has become a desirable location to live. Layton is one of the fastest growing areas in the state. The 2000 census listed the Layton population at 58,474 with the current population being 68,017.<sup>3</sup>

**Decennial Population Change**



SOURCE: 2000 CENSUS

<sup>1</sup> Source: [www.laytoncity.org/public/Depts/ComDev/Downloads/Planning/StatisticsDemographicsInfo.pdf](http://www.laytoncity.org/public/Depts/ComDev/Downloads/Planning/StatisticsDemographicsInfo.pdf)

<sup>2</sup> Source: <http://money.cnn.com/magazines/moneymag/bplive/2006/snapshots/PL4943660.html>

<sup>3</sup> Source: [www.laytoncity.org/public/Depts/ComDev/Downloads/Planning/StatisticsDemographicsInfo.pdf](http://www.laytoncity.org/public/Depts/ComDev/Downloads/Planning/StatisticsDemographicsInfo.pdf)

This growth has led to most undeveloped land in the City being developed for residential uses. Currently 77% of the City is residential, 7% is commercial and 16% remains open land.<sup>4</sup> Since 1990, approximately 700 acres a year have been converted from agriculture land to residential and commercial land in Davis County. Residential land accounts for 96% of the converted land. Layton ranks first in land conversion with nearly 2,300 acres.<sup>5</sup> According to the Utah State Tax Commission, Davis County has had an 80.6% increase in retail sales since 1990, which is the largest increase among the Wasatch Front counties.

The City is running out of room where viable commercial centers can exist. To help bring higher paying jobs to Layton, City leaders have identified areas of the City that would be naturally attractive and suitable for Economic Development. City leaders have taken specific steps to insure that land is set aside for economic development that will benefit the City. The City has used zoning to facilitate economic development objectives. The growing population creates a threat to possible economic development activities as undeveloped land is continually developed for residential purposes.

City leaders have taken steps to preserve the area east of Hill Air Force Base to allow for development that would create life sustaining jobs. The City has set aside the area specifically because of its proximity to Hill Air Force Base. The Base is the largest single employer in the state; the Base also provides job indirectly through contractors. The City has worked with Base leaders to open an East Gate access point for companies wanting to develop in the area. The City has also built some infrastructure to make the area more accessible.

City leaders selected the Project Area because there are existing industrial structures, zoning and uses. The area has an industrial access point and is naturally separated from residential development. The existing industrial is in decline but provides a natural entrance to an industrial area. The area already has the framework for the proposed development.

The area was also set aside because it is largely undeveloped. City leaders have prioritized undeveloped land and have focused on making the land more accessible. Currently the land has very few roads and is mostly inaccessible.

### **Project Area Description**

The proposed Project Area is located immediately east of Hill Air Force Base and runs south of the Base and the Wasatch Integrated Waste Management District landfill. The Project Area runs north of Highway 193 and is west of Redshoulder Drive. The area consists of 676 acres and has 103 parcels. Major employers in the area include National Fitness Systems and Layton Storage. The area also includes the Sun Hills golf course.

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<sup>4</sup> Source: "Layton City Atlas" 2005 Edition

<sup>5</sup> "The Changing Economic Structure and Current Baseline of Davis County and Municipalities." Study Completed by the Bureau of Economic and Business Research at the University of Utah, June 2007.

### **Tax Base**

Potential new and expanded commercial developments which could occur in the Project Area have potential to increase property taxes by 100%. The current value of property in the Project Area is estimated at \$55,080,000. All taxing entities in the Project area tax at a rate totaling .013347, or \$735,152.76. If development increases values by 100% then the taxed amount would be 1,470,305.52. In addition to property tax revenues, development could also provide an increase in sales and franchise tax for the Project Area and surrounding areas.

All taxing entities in the area, including the Davis School District, Davis County and other special taxing districts, would be benefited by the increased tax revenues.

### **Associated Economic Activity**

Associated economic activities could take many forms. The most likely associated economic activities are:

1. Businesses retained
2. Businesses dislocated
3. New businesses recruited

Activities could be segmented into those that occur within the Project Area, and those in surrounding areas (the "ripple-effect"). All associated activities will impact Layton City's current and future tax base.

As land and structures are developed underutilized property will become more efficient which will increase the tax base. It is anticipated that no businesses will be dislocated or closed due to the proposed development.

### **Redevelopment**

The Project Area presently contains approximately 15 acres of developed property that is declining. The majority of the Project Area is greenfield and requires no redevelopment. However, both greenfield areas and areas that are in decline are underutilized and do not utilize all the advantages the area offers. For example there are no businesses in the area that directly serve Hill Air Force Base.

### **Businesses Retained or Dislocated**

Businesses in the area will be fortified by the proposed development. The investment of both private and public money and increased economic vibrancy will compliment and strengthen existing businesses. No property owners have indicated they will leave as a

result of development. It is anticipated that no businesses will be dislocated by the proposed development.

### **Businesses Remodeled and Expanded**

Within the Project Area and the surrounding area it is expected that the influence of development will likely encourage other businesses and property owners to expand, remodel and renovate.

### **Economic Costs**

The cost of municipal service delivery varies widely from community to community and depends on the level of services desired and offered by each community, the size of the community, economies of scale, etc. In contrast, revenues are calculated using set formulas for each revenue source. Therefore, expenditures are much more subjective and difficult to estimate. Expenditures are generally projected using a variety of approaches including cost of service studies, comparative analysis with other communities and interviews with municipal staff. The approach used in this analysis has been to use a combination of personal interviews with Layton City staff as well as analyzing similar developments in other cities in Utah.

Interviews with City Fire Department Staff indicate that a significant fire fighting cost could arise from the construction of buildings that would house certain hazardous activities. This is a possibility because of the nature of the proposed development. It is impossible to predict what hazardous activities might be undertaken by firms looking to relocate to the area. Similar developments in the Salt Lake area have required more full time firefighters to help service the area. Fire considerations should be taken into account when determining what types of activities will be allowed in the area.

The Agency has taken into account the necessary costs for public utilities installations and servicing in the area. The Agency has also accounted for detention basins for additional use in the area. The Agency has also accounted for road installation throughout the Project Area. The Agency plans to use Tax Increment Financing to pay for these installations.

As mentioned in the Net Benefits section of the Analysis, there will be a return on public money invested in the Project Area.

### **Net Benefits**

Comparative research (case studies) conducted by the American Farmland Trust suggests that the average cost of providing municipal services for commercial property ranges between \$0.26 and \$0.43 for every \$1.00 of revenue generated.<sup>6</sup> This means the expected

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<sup>6</sup> Research conducted by the American Farmland Trust for Utah County suggests \$0.26 of expenditures for every dollar generated. The average commercial cost for 18 Midwestern communities as reported by

net revenue to Layton City could be somewhere between \$0.57 and \$0.74 for every dollar of revenue generated after subtracting the City's costs of providing services.

The net benefits from the proposed development are substantial. This report assumes that the benefits ignore the present revenue situation and only include the incremental costs and revenues the new developments generate. Even when consideration is made for additional fire fighting costs and additional infrastructure expenses, the benefit from increased tax collections and the development of the Project Area greatly exceed any costs.

It is estimated that 1,000,000 square feet of business/industrial space could be developed in the Project Area. This square footage could house anywhere between 2,000 and 4,000 jobs. The proposed development allows for multiple industries with the number of jobs provided by each firm fluctuating according to business type.

### **Purpose for the Appropriation and Conformity with Public Purposes**

The primary purpose for the Agency to invest public money into the Project Area is to attract new businesses to the area that will provide life sustaining jobs. As addressed previously, the lack of life sustaining jobs and land use issues in Davis County are causing problems that must be addressed. Firms that would be attracted to the Project Area are highly sought for and have extensive transportation needs. Communities recruiting these businesses must give themselves every advantage to be successful.

Currently the Project Area has almost no infrastructure and is mostly inaccessible. The only entrance point is unsuitable for the amount of development the Project Area can support. Businesses naturally avoid areas that will have serious financial commitments required for development. The cost of building roads and installing public utilities is estimated at around \$20,000,000. Most businesses cannot and will not make an investment of this magnitude for non-operating related expenses. The proposed development will not occur "but for" public investment for infrastructure and public utility installation. The infrastructure will also provide multiple points of efficient entrance to the Project Area, which is necessary to maximize the full potential of the land. This analysis recommends that the Agency seek payback arrangement with firms that benefit from the proposed installations. By only using Tax Increment Financing to pay for infrastructure and public utilities the Agency insures the full cost of development will be paid by the private industry.

### **Need for the Appropriation**

A project of this magnitude, with the potential to significantly impact the Layton City and Davis County economy, plus the potential to positively influence tax collections was deemed critical to the economic prosperity of the City. To not proactively address the area's potential for economic development and potentially allow the area to be

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American Farmland Trust was \$0.43 for every dollar generated. The Trust has not completed any studies for Davis County.

continually underutilized and not take advantage of the proximity to Hill Air Force Base would be a high risk situation Layton City cannot afford to have. Public investment is necessary to address a potentially critical economic situation.

## EXHIBIT E.

## Listing of Parcels to be included in the Project Area

09-050-0011	09-013-0130	09-119-0015
09-309-0002	09-013-0103	09-119-0011
09-309-0003	09-013-0102	09-119-0013
09-309-0004	09-013-0006	09-051-0038
09-118-0008	09-013-0127	09-013-0119
09-118-0007	09-013-0128	09-013-0099
09-118-0006	09-013-0146	09-013-0083
09-118-0045	09-013-0145	09-013-0105
09-118-0047	09-013-0141	09-013-0108
09-050-0007	09-013-0132	09-013-0113
09-050-0006	09-013-0140	09-013-0155
09-050-0085	09-013-0144	09-013-0154
09-050-0086	09-013-0131	09-013-0152
09-050-0054	09-013-0143	09-013-0071
09-050-0004	09-013-0162	09-013-0111
09-050-0001	09-013-0133	09-051-0032
09-046-0047	09-273-0009	09-051-0041
09-046-0048	09-273-0004	09-051-0040
09-046-0049	09-273-0002	13-031-0010
09-046-0055	09-273-0003	13-031-0011
09-013-0137	09-273-0007	13-031-0012
09-046-0001	09-013-0053	13-031-0013
09-013-0022	09-273-0008	13-031-0008
09-013-0033	09-273-0001	
09-013-0030	09-013-0134	
09-013-0026	09-013-0063	
09-013-0028	09-013-0159	
09-046-0045	09-013-0160	
09-013-0085	09-012-0029	
09-013-0096	09-012-0030	
09-013-0138	09-012-0026	
09-013-0122	09-012-0027	
09-013-0073	09-013-0151	
09-013-0135	09-012-0023	
09-013-0077	09-012-0022	
09-013-0123	09-116-0012	
09-013-0074	09-116-0013	
09-013-0089	09-117-0002	
09-013-0056	09-119-0001	
09-013-0024	09-119-0002	
09-013-0025	09-006-0037	
09-013-0124	09-006-0038	
09-013-0136	09-006-0052	
09-013-0093	09-119-0016	

EXHIBIT C

COSTS OF IMPROVEMENT

ITEM DESCRIPTION	PROJECT TOTAL				JL PORTION (Western 30')			CITY PORTION (Eastern 50')		
	QUANTITY	UNIT	\$/UNIT	TOTAL	QUANTITY	\$/UNIT	TOTAL	QUANTITY	\$/UNIT	TOTAL
Roadway Excavation	1	LS	\$275,000.00	\$275,000.00	0.375	\$275,000.00	\$103,125.00	0.625	\$275,000.00	\$171,875.00
F&I 3-inch minus subgrade material (12" thick)	6780	TON	\$15.00	\$101,700.00	2542.500	\$15.00	\$38,137.50	4237.50	\$15.00	\$63,562.50
F&I 3/4" or 1" gradation roadbase (10" thick)	5690	TON	\$16.00	\$91,040.00	2133.750	\$16.00	\$34,140.00	3556.25	\$16.00	\$56,900.00
F&I 3/4" gradation PG 64-34 mix design asphalt (8" thick)	4954	TON	\$60.00	\$297,240.00	1857.750	\$60.00	\$111,465.00	3096.25	\$60.00	\$185,775.00
Construct standard 30", 6" high back concrete curb & gutter	3490	LF	\$12.00	\$41,880.00	1308.750	\$12.00	\$15,705.00	2181.250	\$12.00	\$26,175.00
F&I 4-foot sidewalk with 6" compacted roadbase	3490	LF	\$11.00	\$38,390.00	1308.750	\$11.00	\$14,396.25	2181.250	\$11.00	\$23,993.75
F&I 8" sewer line with incidentals	1780	LF	\$140.20	\$249,556.00	667.500	\$140.20	\$93,583.50	1112.500	\$140.20	\$155,972.50
Detention Basin, Control Structures, Piping	1	LS	\$545,000.00	\$545,000.00	0.660	\$545,000.00	\$359,700.00	0.34	\$545,000.00	\$185,300.00
F&I 48" storm drain line with incidentals	1780	LF	\$183.65	\$326,897.00	667.500	\$183.65	\$122,586.38	1112.500	\$183.65	\$204,310.63
F&I waterline with incidentals	1780	LF	\$101.15	\$180,047.00	667.500	\$101.15	\$67,517.63	1112.500	\$101.15	\$112,529.38
F&I 8" land drain line w incidentals	1780	LF	\$140.20	\$249,556.00	667.500	\$140.20	\$93,583.50	1112.500	\$140.20	\$155,972.50
Contingency	1	LS	15%	\$359,445.90	0.375		\$134,792.21	0.625		\$224,653.69
				PROJECT TOTAL: \$2,755,751.90			JL TOTAL: \$1,188,731.96			CITY TOTAL: \$1,567,019.94

\*This estimate is based on a very conceptual design of the proposed project. More accurate costs may be calculated upon final engineering design.

\*Property to be dedicated by landowners for new street ROW and Detention Basin



EXHIBIT E

DESIGN OVERLAY

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

**Item Number:** 5.C.

**Subject:**

Amended Plat – Valley Hi Phase 4 – 2068 East 2900 North

**Background:**

The applicant, Chad Thompson, is requesting to amend the Valley Hi Subdivision by combining Lots 1 and 59 and creating a Phase 4 in the subdivision. The subdivision is surrounded by single-family residential with R-1-6 zoning to the east and south, R-1-10 zoning to the west, and State Highway 193 to the north.

The applicant owns both lots. An existing home resides on Lot 59 and Lot 1 is currently vacant. Due to a 20-foot water line and 14-foot sewer line easement that traverses through the middle of Lot 1, it is extremely difficult to construct a home on the lot because of the limited buildable area. By combining the lots, the applicant has more options for accessory structures to be constructed with the extra space of Lot 1.

**Alternatives:**

Alternatives are to: 1) Grant amended plat approval to the Valley Hi Phase 4 subject to meeting all Staff requirements as outlined in Staff memorandums; or 2) Deny the proposed amendment to Valley Hi Phase 4.

**Recommendation:**

On September 10, 2024, the Planning Commission unanimously recommended the Council grant amended plat approval to Valley Hi Phase 4 subject to meeting all City requirements as outlined in Staff memorandums.

Staff supports the recommendation of the Planning Commission.



**COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT  
PLANNING DIVISION**

## **STAFF REPORT**

**To:** City Council

**From:** Kem Weaver, Planner II

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

**Date:** October 3, 2024

**Re:** Valley Hi Phase 4 Amendment

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**Location:** 2068 East 2900 North

**Zoning:** R-1-6 (Single Family Residential)

**Description:**

The applicant, Chad Thompson, is requesting to amend the Valley Hi Subdivision by combining Lots 1 and 59 and creating a Phase 4 in the subdivision. The subdivision is surrounded by single-family residential with R-1-6 zoning to the east and south, R-1-10 zoning to the west, and State Highway 193 to the north.

**Background:**

The applicant owns both lots. An existing home resides on Lot 59 and Lot 1 is currently vacant. Due to a 20-foot water line and 14-foot sewer line easement that traverses through the middle of Lot 1, it is extremely difficult to construct a home on the lot because of the limited buildable area. By combining the lots, the applicant has more options for accessory structures to be constructed with the additional space of Lot 1. Any accessory structures will need to meet City setback requirements and cannot encroach into the utility easements on the lot.

The existing easements and the existing home will remain. By combining the lots and creating a fourth phase of the subdivision the lot number becomes 401 for recording and tax identification purposes.

**Recommendation:**

On September 10, 2024, the Planning Commission voted unanimously to recommend the Council approve the amended plat for Valley HI Phase 4 Amendment subject to meeting all City requirements.

Staff supports the recommendation of the Planning Commission.



**Attention Engineers & Developers:** Please do not resubmit plans until you have received comments from Layton City Fire Department, Parks Department, Engineering Division and Planning Division. You may expect to receive comments within 15 business days of a preliminary submittal and within 20 business days of a final submittal. Thank you.

#### MEMORANDUM

TO: Chad Thompson; notallchads@gmail.com  
Brock Butler; info@silverpeakeng.com

CC: CED Department/Fire Marshal/Legal Department

FROM: Shannon Hansen, Assistant City Engineer - Development

DATE: August 22, 2024

SUBJECT: Valley Hi Subdivision Phase 4  
Combining lots 1 and 59 of Valley Hi AMD  
2060 East 2900 North

I have reviewed the amended dedication plat, site plan and title report received in Engineering on August 12, 2024 for the Valley Hi Phase 4 located at 2060 East 2900 North. The plat has been stamped "Approved as Corrected". The following comments and corrections will need to be addressed on the next submittal. All other comments from City staff with also need to be addressed.

Municipal Code (MC) and Development Guidelines and Design Standards (DG) references are provided in parenthesis.

1. The boundary has a failure to close of 0.73'. This will need to be reduced to be less than 0.015'. (DG 9.02.B.1)
2. The interior lengths along the boundary lines to establish the Bureau easement and sewer easements will need to be labeled. The lengths and bearings along easement lines will need to be labeled.
3. A 5-foot wide PU&DE along the east boundary line will need to be added to the lot. (MC 18.25.010 & 18.25.040; DG 9.02.A.13)
4. The easements will need to be labeled with the respective easement holders. A signature block for the Bureau of Reclamation will need to be added to the plat. (DG 9.02.A.4)
5. The signature block for the Davis County Health Department will need to be removed from the plat.
6. The language "The improvement plans..... of Layton City, Utah" in the Layton City Engineer signature block will need to be removed and the "Signed this \_\_\_ Day of \_\_\_\_\_, 2024 will need to be changed to "Approved this \_\_\_ day of \_\_\_\_\_, 2024".
7. The leader note for the water lateral disconnect will need to be expanded to be "disconnected at the main and the meter box removed". (DG 1.08. Culinary Water.8)
8. The sewer lateral disconnect can be done with an interior spot pipe lining to avoid digging within or near the Bureau of Reclamation easement.



Community • Prosperity • Choice

Mayor • Joy Petro  
City Manager • Alex R. Jensen

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

***Attention Engineers & Developers: Please do not resubmit plans until you have received comments from Layton City Fire Department, Parks Department, Engineering Division and Planning Division. You may expect to receive comments within 15 business days of a submittal of a preliminary plan and within 20 business days of a submittal of a final plan. Thank you.***

## MEMORANDUM

TO: Community Development

FROM: Gavin Moffat, Deputy Fire Marshal 

RE: Valley Hi Subdivision PH 4- Amendment

CC: 1) Engineering  
2) Brock Butler, [brock@silverpeakengineering.com](mailto:brock@silverpeakengineering.com)  
3) Chad Thompson, [notallchads@gmail.com](mailto:notallchads@gmail.com)

DATE: September 4, 2024

I have reviewed the plat submitted on August 12, 2024 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 to a maximum of 2,000 gallons per minute 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. Per the Layton City Water Model, the estimated flow to this area is 6,700 gallons per minute. (2021 IFC 507.3/Appendix B)
2. This property is located within the Wildland Urban Interface and is required to have a Severity Assessment conducted by the Fire Department for all buildable lots. This note shall be added to the plat. (2006 UWUIC Section 502)

## Memorandum

**To:** Brock Butler, Chad Thompson  
**CC:** Community Development, Fire, & Engineering  
**From:** JoEllen Grandy, Parks Planner – Parks & Recreation  
**Date:** August 23, 2024  
**Re:** Valley Hi Subdivision PH4 Amendment, Final Approval – 2060 E. 2900 N.  
**Review:** Review 1

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The Valley Hi Subdivision PH 4 Amendment located at 2060 East 2900 North is within the existing service areas of Oak Forest Park and Grey Hawk Park.

The Parks & Recreation Department has reviewed the plans submitted on August 12<sup>th</sup> and has no comments or concerns regarding the Valley Hi Subdivision PH 4 Amendment.

***Attention Engineers & Developers: Please do not resubmit plans until you have received comments from Layton City Fire Department, Parks Department, Engineering Division and Planning Division. You may expect to receive comments within 15 business days of a preliminary submittal and within 20 business days of a final submittal. Thank you.***









VALLEY HI  
PHASE 4

2068 EAST  
2900 NORTH

AMENDED  
PLAT

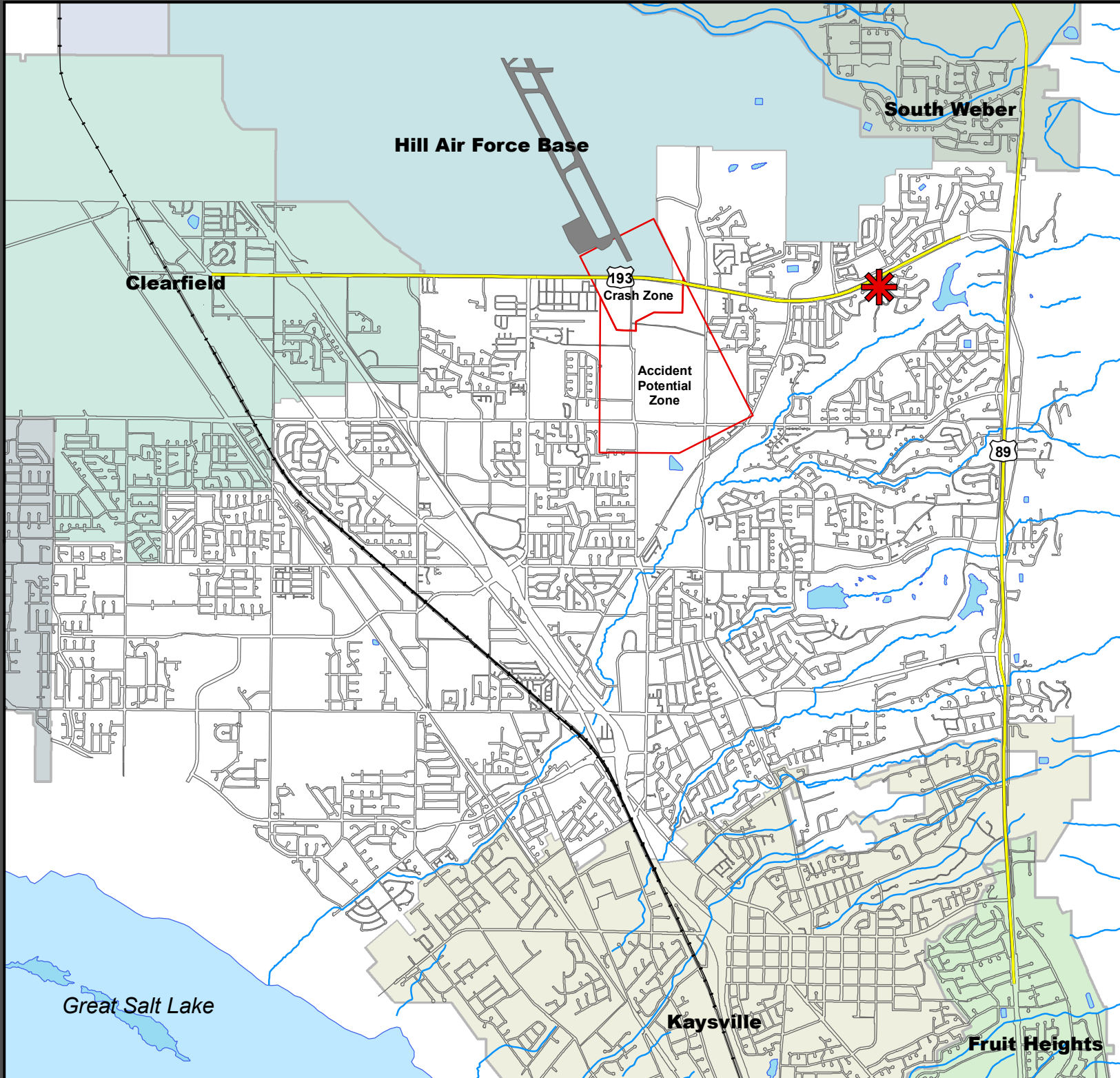
Legend

-  City Boundary
-  Rail Lines
-  APZ
-  Interstate 15
-  Lakes
-  Streams

 - Project Site



Map 1








VALLEY HI  
PHASE 4

2068 EAST  
2900 NORTH

AMENDED  
PLAT

Legend

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

 - Project Area








VALLEY HI  
PHASE 4

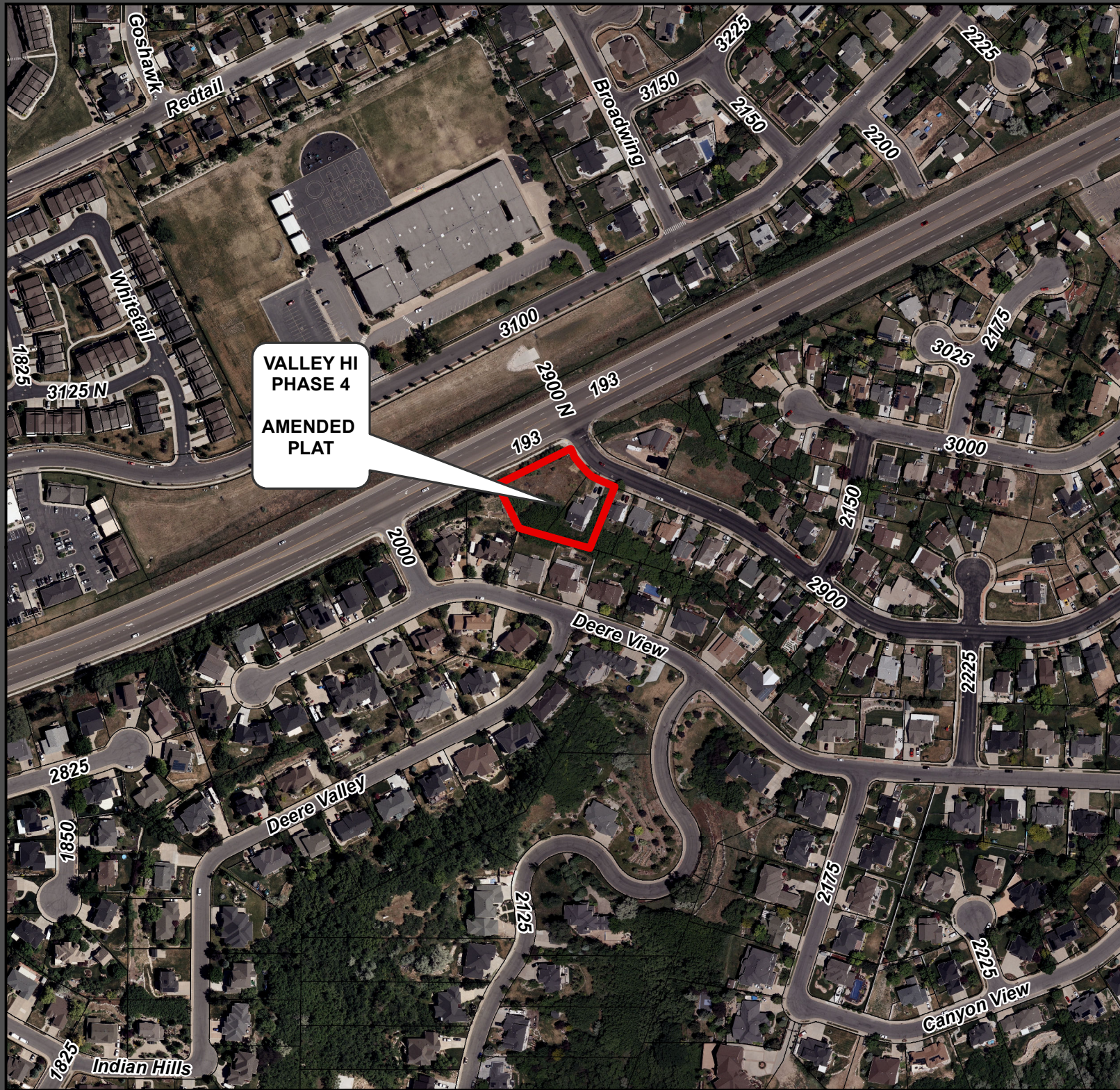
2068 EAST  
2900 NORTH

AMENDED  
PLAT

Legend

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

 - Project Area





# VALLEY HI SUBDIVISION (AMENDED)

PART OF THE N.W. 1/4 OF SEC. 11, & THE S.W. 1/4 OF SEC. 2, T4N,  
R1W, SLB&M, U.S. SURVEY  
LAYTON CITY, DAVIS COUNTY, UTAH  
OCT. 1983

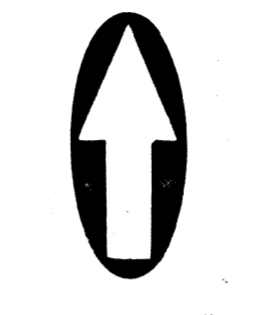
CURRENT RECORDED PLAT

## SURVEYORS CERTIFICATE

I, Glenn Ravenberg, a Registered Land Surveyor in the State of Utah, do hereby certify that this plat of Valley Hi Subdivision (Amended), located in Layton City, Davis County, Utah, has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision based on data compiled from records on file in the Davis County Recorder's Office and a survey made on the ground.

Signed this 7<sup>th</sup> day of Feb 1984  
3835  
License No.

*Glenn Ravenberg*  
State of Utah  
RECORDED  
FEB 10 1984  
DAVIS COUNTY



## OWNERS DEDICATION

We the undersigned owners of the herein described tract of land, hereby set apart and subdivide same into lots and streets as shown on this plat, and name said tract Valley Hi Subdivision (Amended), and hereby dedicate, grant and convey to Layton City, Davis County, Utah all those portions of said tract of land designated as streets, the same to be used as public streets forever, and also dedicate to Layton City those certain strips shown as easements for public utilities and drainage purposes as shown hereon the same to be used for the installation, maintenance and operation of public utility service lines and drainage as may be authorized by Layton City.

Signed this 7<sup>th</sup> day of Feb 1984  
*Glenn Ravenberg*  
President of Valley Hi Subdivision

## ACKNOWLEDGEMENT

State of Utah }  
County of Davis }  
On this 7<sup>th</sup> day of February, 1984, personally appeared before me the undersigned Notary Public, the signers of the above Owners Dedication, in number, who duly acknowledged to me that they did so freely and voluntarily and for the purposes therein mentioned.  
*Glenn Ravenberg*  
Commission Expires 5/1/86  
Notary Public

State of Utah }  
County of Davis }  
On this 7<sup>th</sup> day of February, 1984, personally appeared before me the undersigned Notary Public, who being by me duly sworn, did say that they are the undersigned of said Corporation and that said instrument was signed on behalf of said Corporation by a resolution of its Board of Directors and acknowledged to me that said Corporation intended the same.  
*Glenn Ravenberg*  
Commission Expires 5/1/86  
Notary Public

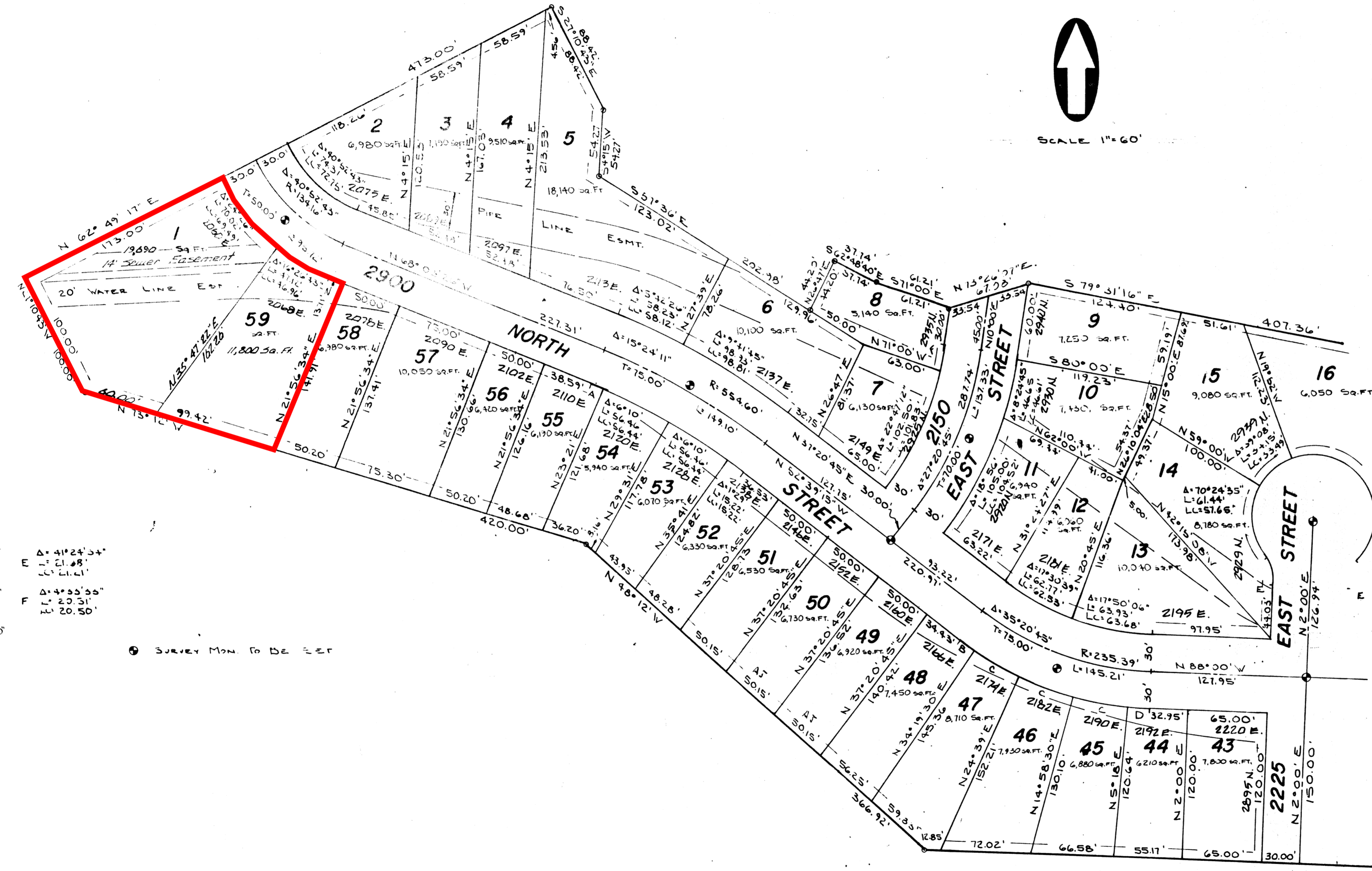
## BOUNDARY DESCRIPTION

A PART OF THE N.W. 1/4 OF SEC. 11, & PART OF THE S.W. 1/4 OF SEC. 2, T4N R1W, SLB&M, U.S. SURVEY; BEGINNING AT A POINT WHICH IS S89°01'50"W 457.10', AND N0°11'30"E 210' FROM THE SOUTH 1/4 COR. OF SAID SEC. 2, AND RUNNING THENCE S53°01'E 129.25', THENCE S71°01'49"E 73.68', THENCE S51°00'W 120.42', THENCE S36°59'W 77.14', THENCE S56°00'W 470.00', TH. N88°00'W 558.06', THENCE N48°12'W 366.92', THENCE N73°12'W 420.00', THENCE N27°10'45"W 100.00' TO THE SOUTH LINE OF HIGHWAY 193, THENCE N 62°49'17"E 473.00' ALONG SAID SOUTH LINE, THENCE S27°10'45"E 88.42', THENCE S4°15'W 54.27', THENCE S51°36'E 202.78', THENCE N26°47'E 44.20', THENCE S 62°48'40"E 37.74', THENCE S71°00'E 61.21', THENCE N73°26'07"E 67.08', TH. S71°31'16"E 407.36', THENCE S34°00'E 40.00', THENCE N52°00'E 321.95', THENCE N34°41'30"E 27.85' TO THE POINT OF BEGINNING.

CONT. 13.43 ACRES

## COUNTY RECORDER

Entry No. 818 Fee Paid \$60.00 Filed for Record Jan 31 1984  
Recorded this 8<sup>th</sup> day of February, 1984, at 2:30 PM in B.M. Page 1 of the Official Records  
*Carol Dean Page*  
Deputy County Recorder



- A 4°12'24" E 12.88
- B 4°30'15" E 13.99
- C 9°40'20" E 14.91
- D 13°13' E 13.13
- E 4°41'24" E 12.88
- F 4°35'36" E 12.50

CITY ENGINEER  
I hereby certify that I have carefully investigated the lines of survey of the foregoing plat and the legal descriptions of the land embraced therein and find them to be correct and to agree with the lines and monuments on record in this office.  
Signed this 7<sup>th</sup> day of February, 1984  
*Frank M. Whelock*  
Signature

CITY APPROVAL  
This is to certify that this plat and dedication of this plat were duly approved and accepted by the City Council of Layton City, Utah, on this 1<sup>st</sup> day of November, 1983. By this action Layton City also vacates the Drainage and Utility Easements as shown on the original Valley Hi Subdivision Plat.  
Attest:  
*Glenn Ravenberg*  
Mayor

CITY PLANNING COMMISSION  
Approved by the Planning Commission of Layton City on this 20<sup>th</sup> day of November, 1983.  
*Arny Swanson*  
Signature  
CHAS. SWANSON  
JCF

COUNTY HEALTH DEPT.  
Approved by the Health Department of Davis County on this 7<sup>th</sup> day of February, 1984.  
*Richard L. Hammy*  
Signature  
RICHARD L. HAMMY