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 November 21, 2024.**

AGENDA ITEMS:

1. **CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITION, APPROVAL OF MINUTES:**
   A. Minutes of Layton City Council Work Meeting - September 19, 2024
   B. Minutes of Layton City Council Meeting - September 19, 2024
   C. Minutes of Layton City Council Meeting - October 17, 2024

2. **MUNICIPAL EVENT ANNOUNCEMENTS:**

3. **VERBAL PETITIONS AND PRESENTATIONS:**
   A. Youth Council Swearing In

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. Final Plat – Anderson's Legacy Subdivision – Approximately 2650 East Gentile Street
   B. Secondary Meter Grant Agreement Award Acceptance on Behalf of Layton City, from the Utah Board of Water Resources, Managed by the State of Utah, Division of Water Resources, for the Secondary Water Meter Installation Project – Resolution 24-33
   C. Approve a Land Lease Agreement Pursuant to an Existing Antenna Facility Agreement with T-Mobile West, LLC – Resolution 24-32 – Approximately 2701 North Church Street

6. **PUBLIC HEARINGS:**

7. **UNFINISHED BUSINESS:**

ADJOURN:
Notice is hereby given that:

- A Work Meeting will be held at 5:30 PM to discuss miscellaneous matters.
- This meeting will also be live streamed via laytoncitylive.com and 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/, the Layton City website 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.

D R A F T

MINUTES OF LAYTON CITY COUNCIL WORK MEETING | **SEPTEMBER 19, 2024; 5:30 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, DAVID PRICE, SCOTT MAUGHAN, DOUG BITTON, GAVIN MOFFAT, 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 reported the Homeless Task Force had dissolved and believed responsibilities were now with Davis County.

COUNCILMEMBER'S REPORTS

Councilmember Smith Edmondson informed the Council she had attended the Communities That Care (CTC) key leader meeting last week. She reported the following statistics associated with the 'Screenagers' movie: 75 attendees and 36 youth earned citizenship recovery credits. She also indicated 'Parents Empowered' had a table at Purple Star Schools for their respective Back to School events. She indicated a lot of parents had received information regarding the different classes offered. She mentioned it had also tabled an event the Emergency Preparedness Fair with a focus on suicide prevention and safety within the community. She added a table would also be available at the City Fire Department's Open House on Wednesday, September 25, 2024. She asked if any of the Councilmembers would be interested in participating in interviews regarding 'readiness within the community' specific to prevention efforts.

Mayor Petro inquired about the volunteer interest from parents within the community and Councilmember Smith Edmondson reported on the community interest she was aware of. She expressed

her opinion it was going well and believed there would be a push to recruit interest among Spanish speaking residents within the community.

Councilmember Bloxham reported on the UTOPIA public hearing associated with the proposed new bond. Roger Timmerman, UTOPIA Executive Director, recently informed participants it had experienced its best month ever for new subscribers and mentioned Layton had almost 10,000 subscribers.

Councilmember Thomas reported the fundraising event for the Victim's Advocate Sub for Santa had taken place and the goal had been met. He expressed appreciation to the City's Parks and Recreation Staff and Davis Arts Council for its support of the event. He mentioned members of the Youth Council would be assisting with the Sub-for-Santa shopping and wrapping this year.

Councilmember Roberts reported Davis Mosquito Abatement would be ending its efforts for the season. He mentioned Davis and Salt Lake Counties owned a hangar at the airport and reported on the different types of abatement efforts. He mentioned it had been a 'good mosquito year' with the decrease in numbers this year.

Councilmember Smith Edmondson also mentioned she had received quite a few emails regarding the need for a dog park within the City. She announced one of the Youth Court members had been nominated to receive the daily Point of Light Award and would be recognized during tonight's regular City Council Meeting.

Councilmember Roberts mentioned several citizens had also spoke to the need of a dog park during the City's Parks and Recreation Commission meetings. David Price, Parks and Recreation Director, indicated Staff was working toward updating the Parks Master Plan and part of that process would be completing a survey of residents regarding project priorities.

RESTRICTIONS OF THE USE OF FIREWORKS WITHIN CERTAIN AREAS OF THE CITY FOR THE YEAR 2025 – ORDINANCE 24-27

Alex Jensen, City Manager, explained during the evaluation of the City's Fourth of July events it was determined more control was needed regarding the allowance for discharge of fireworks at designated parks within the City. He mentioned the City had become the 'go to' place for residents of other cities and counties to display their own fireworks and expressed concern at the lack of quality control and the number of people coming to the parks. He also mentioned the demand these activities put on City Staff

during the legally discharge dates at the parks. Staff was prepared to present recommended changes.

Clint Drake, City Attorney, identified and reviewed the proposed fireworks restriction amendments:

- Discharge of fireworks in any public park must be approved in writing by the Fire Chief and Parks and Recreation Director.
- Commercial shows or demonstrations for public or private display, or large gatherings, must obtain a special event permit from the City. He explained this would identify any dangers associated with the demonstration and to ensure proper insurance coverage would be in place to indemnify the City from any liability.
- All fireworks prohibited east of Highway 89. He pointed out prohibitions hadn't changed from previous years and clarified the State Code allowed cities to make changes based on geographical issues.
- Aerial fireworks prohibited:

  These proposed prohibitions would be new and reminded the Council, as previously mentioned, State Code allowed cities to make these changes and reviewed the following:

  - West of Highway 89 and east of Fairfield Road from the south border to Church Street
  - West of Highway 89 and east of Church Street from the intersection of Church Street, and Fairfield Road north to Highway 193
  - North of State Highway 193 to the City/HAFB (Hill Air Force Base) Border
- Violation is an infraction, up to $1,000 fine.

He shared a map reflecting the proposed fireworks restrictions updates and reviewed those proposed locations. He clarified the changes were recommended by the City's Fire Department and a discussion followed.

Scott Maughan, Assistant Fire Chief, clarified the proposed changes eliminated the discharge of fireworks at both Sandridge and Andy Adams Parks and the discussion continued. Mr. Drake briefly reviewed some of the requirements the City would require and expect associated with a special permit for private firework displays.

Alex Jensen, City Manager, pointed out all other cities located within the County had already prohibited the discharge of fireworks within their respective parks which almost encouraged those residents to come to either one of these parks for their neighborhood display. Additionally, there seemed to be confusion that some of these larger displays in the parks were affiliated or sponsored by Layton City because of the presence of City Staff monitoring illegal fireworks.

Councilmember Smith Edmondson requested clarification specific to proposed language in 1.d. 'approved in writing' and whether there was a real possibility of being approved for a firework display at a City Park. Mr. Maughan responded it would be determined based on the size of the show, location of fall-out zones, and pointed out both Layton and Northridge High's recent requests were permitted. Mr. Drake continued to explain the three department review processes and informed the Council it had the prerogative to eliminate 1.d. from the proposed amendments.

Councilmember Smith Edmondson suggested eliminating that language and the discussion continued. Mr. Drake clarified the direction of the Council was for 1.d. to read: 'in any public park'.

Mr. Drake continued to review the proposed ordinance. Mr. Maughan pointed out the intent with originally opening up the parks for fireworks use was to allow a place for families to safely discharge fireworks. He shared some photos from July 25, 2024, which illustrated the garbage left at Andy Adams Park; he reviewed and explained the hazards associated with the display and its subsequent trash, and the discussion continued.

Councilmember Bloxham suggested the new prohibition for use of City parks would result with the City experiencing a significant increase of fireworks violations throughout the entire City and Mr. Maughan expressed agreement.

Councilmember Roberts inquired whether the City had the authority to ban fireworks around fields of crops or on designated days if there were high winds and Mr. Maughan mentioned that would be extremely difficult; although the City would cancel its fireworks display.

Mr. Drake indicated State Code required the City to review and adopt its ordinance by May 1 every year in order to allow for drought conditions. He clarified this would be in effect until 2026; however, it should be reviewed and re-adopted annually.

David Price, Parks and Recreation Director, emphasized behavior from the public had drastically changed over the past two or three years. He mentioned the trash receptacles placed for disposal had routinely caught on fire which contributed to dangerous conditions for the public, not to mention the costs incurred by the City to dispose of the trash and used cartridges.

REZONE REQUEST – BARLOW REZONE – FROM A (AGRICULTURE) TO R-1-8 (SINGLE

FAMILY RESIDENTIAL) – ORDINANCE 24-26 – 529 WEST GENTILE STREET

Chad Wilkinson, Community and Economic Development Director, shared a visual illustration and oriented the Council to the property's location. He mentioned the rezone would facilitate a small subdivision. He indicated the rezone request was supported by the General Plan and Staff recommended approval. He reported the Planning Commission reviewed this item during its meeting on Tuesday, August 27, 2024 and recommended approval.

PROPOSAL TO AMEND REQUIREMENTS IN TITLE 19 ZONING, CHAPTER 19.05 GENERAL AND SPECIFIC DEVELOPMENT REGULATIONS, SECTION 19.05.000 TABLES 5-1 AND 5-2 TO AMEND THE HEIGHT RESTRICTIONS IN THE M-1 (LIGHT MANUFACTURING/INDUSTRIAL) ZONE – ORDINANCE 24-25

Mr. Wilkinson announced the agenda item and explained the City had received requests to exceed the current maximum height in the M-1 zone to accommodate development near Hill Air Force Base (HAFB). He reviewed the allowances and restriction associated with the proposed ordinance and also the property locations eligible for the proposed height increase. He spoke to the FAA (Federal Aviation Administration) requirements near HAFB which limited locations within the City where the ordinance could be applied and mentioned some were outside the City boundaries but were identified on the City's Annexation Plan. He reported the Planning Commission reviewed the request during its meeting and recommended approval. Staff also recommended approval and a discussion followed.

ANNEXATION REQUEST – LAYTON CITY ANNEXATION – ORDINANCE 24-28 – APPROXIMATELY 3925 NORTH AND 3945 NORTH FAIRFIELD ROAD

Mr. Wilkinson explained State Law required the City submit notification to the State within 60 days of the Council's approval of the annexation. He reported coordination by both Davis County and City Staff, required for accuracy, within the 60-day time limit had expired; therefore, the State required a new approval by the Council. He emphasized the Council had already reviewed and approved this particular annexation request.

CLOSED MEETING:

MOTION: Councilmember Roberts moved to adjourn the meeting and convene in a closed meeting at

6:38 p.m. to discuss the Purchase, Sale, Exchange, or Lease of Real Property, Including Any Form of a Water Right or Water Shares. Councilmember Thomas seconded the motion, which passed unanimously.

MOTION: Councilmember Thomas moved to open the meeting at 7:02 p.m. Councilmember Roberts seconded the motion, which passed unanimously.

The meeting adjourned at 7:02 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 **19th day of September, 2024**, was to discuss the Purchase, Sale, Exchange, or Lease of real property, including any form of a water right or water shares.

Dated this 21st day of November, 2024.

ATTEST:

_____ _____

JOY PETRO, Mayor KIMBERLY S READ, City Recorder

D R A F T

MINUTES OF LAYTON CITY COUNCIL MEETING **SEPTEMBER 19, 2024; 7:03 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, DAVID PRICE, SCOTT MAUGHAN, GAVIN MOFFAT, 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. Councilmember Morris offered the invocation and led the Pledge of Allegiance.

MINUTES:

Councilmember Smith Edmondson mentioned she had requested some minor grammatical corrections to some of the minutes.

MOTION: Councilmember Smith Edmondson moved and Councilmember Roberts seconded to approve the minutes of:

Layton City Council Work Meeting – June 6, 2024;
Layton City Council Meeting – June 6, 2024;
Layton City Council Work Meeting – June 20, 2024;
Layton City Council Meeting – June 20, 2024;
Layton City Council Meeting – August 1, 2024; and
Layton City Council Work Meeting – August 15, 2024.

The vote was unanimous to approve the minutes as written and/or with requested corrections.

MUNICIPAL EVENT ANNOUNCEMENTS:

Councilmember Roberts announced Surf'n Swim had been closed for additional time during 'Bubble Week'. The pool would be getting a new floor with new tilework and reported there had been some construction delays and reported it was anticipated to open the pool on Thursday, September 26, 2024. He also announced Parks

and Recreation's 'Park After Dark' was scheduled for Friday, September 20, 2024 from 7:30-9:30 PM in Constitution Circle. This was a free Family Recreation Activity.

Councilmember Smith Edmondson mentioned the Layton CTC (Communities That Care) 'Screenager's' free move screening in the Amphitheater in August. She reported 75 people were in attendance and 36 students were able to receive Citizenship credit recovery.

She recognized Layton Youth Court participant Katelyn Mitchell for receiving the Daily Point of Light Presidential Award, for her participation in Layton City's Youth Court. This was a Presidential Award she received on Tuesday, September 10, 2024. She was nominated by the Youth Court Advisor, Ms. Karlene Kidman. She announced a write-up could be located on the CTC Facebook page which highlighted the accomplishments and work on Youth Court.

Mayor Petro requested Ms. Mitchell stand to be recognized. She expressed appreciation to Ms. Mitchell for her positive representation of Layton City.

Mayor Petro announced JAKS Youth Theatre MegaMix event was scheduled at the Kenley Amphitheater on Saturday, September 21, 2024 from 7:30-9:30 PM. This was a free fundraiser event consisting of a program and silent auction.

Scott Maughan, Assistant Fire Chief, announced the Kendall O. Bryant Fire Open House would be Wednesday, September 25, 2024. He mentioned a non-sensory event was scheduled for 4:00 PM, followed by the regular event from 5:00-8:00 PM. He reviewed some of the activities which should be expected: fire engines, medical helicopters, live fire demo's, meet firefighters and rescue dogs. He mentioned food trucks would be on site, and briefly reviewed some community partners which would be in attendance. He announced Ellison Park would be closed to the public in order to accommodate the participants at the Fire Station.

Alex Jensen, City Manager, informed the public Kendall O. Bryant was a Layton City firefighter that lost his life in the line of duty, fighting a house fire in Layton City. He mentioned he was a remarkable individual, a father and husband. This event is held annually in memory of him, and was a good reminder of his sacrifice to the community.

PRESENTATIONS:

<u>YOUTH COURT GRADUATION AND SWEARING IN</u>

Karlene Kidman, Youth Court Advisor, announced this was the 27th year of Layton Youth Court. She mentioned this had been the busiest summer and reported the Court had just logged its 50th case since July 1, 2024, and reported it received 100 cases for the prior entire fiscal year. She complimented the Youth for its commitment and stated it was a pleasure and privilege to work with them. She announced the graduating recipients and presented them with a certificate. She mentioned Ms. Katelyn Mitchell was the 7,896th recipient of the Presidential Point of Light Award from the United States and complimented her volunteerism. She announced Ms. Mitchell would be returning as an adult advisor to the Youth Court.

Kimberly Read, City Recorder, administered the Oath of Office to the Youth Court participants.

Mayor Petro complimented the Youth Court members and the Councilmembers each expressed their confidence in and appreciation to the Youth for their contribution to the community of Layton City.

CITIZEN COMMENTS:

There were no citizen comments.

CONSENT AGENDA:

RESTRICTIONS OF THE USE OF FIREWORKS WITHIN CERTAIN AREAS OF THE CITY FOR THE YEAR 2025 – ORDINANCE 24-27

Clint Drake, City Attorney, announced the proposed amendments to the City's Fireworks Restrictions ordinance and reviewed the following:

- Prohibit the discharge of fireworks within all City Parks

This specific restriction was concluded from a robust discussion during the previously held City Council Work Meeting which was different language from what Staff originally included in the proposed ordinance.

- Any commercial fireworks show must obtain a special event permit from the City
- All fireworks prohibited east of Highway 89
- Aerial fireworks prohibited:
    - West of Highway 89 and east of Fairfield Road from south border to Church Street
    - West of Highway 89 and east of Church Street from the intersection of Church Street, and Fairfield Road north to Highway 193
    - North of Highway 193 to the City/Hill Air Force Base (HAFB) border

- Violation would be an infraction up to $1,000 fine

He shared a map reflecting the proposed fireworks restrictions, including aerial restrictions and reviewed those boundaries.

He asked if there were any questions.

Councilmember Bloxham clarified this ordinance didn't prohibit neighborhood fireworks displays by residents.

Councilmember Roberts mentioned the homecoming celebrations and Mr. Drake responded both high schools apply for these special event permits. Chief Maughan also identified previous situations when fireworks displays had been allowed.

Councilmember Roberts requested clarification whether the displays could be allowed on private property and Mr. Drake responded as long as the City's current ordinance was being adhered to.

PLAT AMENDMENT – COUNTRY OAKS NO. 3 SUBDIVISION, LOT 302 – 1884 NORTH 2700 EAST

Chad Wilkinson, Community and Economic Development Director, shared a visual illustration and identified the parcel's location on a map. He explained how the property could accommodate the separation of one lot into two lots which included moving the existing garage and small accessory shed to the north side of the property to allow for adequate setbacks. He shared a visual illustration identifying what the new plat would resemble.

He reported the Planning Commission reviewed the request during its meeting on Tuesday, August 27, 2024, and unanimously forwarded a positive recommendation to the City Council. He asked if there were any questions and there were none.

PRELIMINARY PLAT – ANDERSON'S LEGACY SUBDIVISION – APPROXIMATELY 2650 EAST GENTILE STREET

Mr. Wilkinson reminded the Council it had previously reviewed the request and mentioned the parcel was located within the City's Sensitive Lands Area, which required conceptual, preliminary, and final approval by

the City Council. He reported nothing had changed from the previous approval; however, there were some conditions which needed to be fulfilled as part of the development. He shared some illustrations of the one lot subdivision plat. He reported the request had been reviewed by appropriate City Staff and the Planning Commission on Tuesday, August 27, 2024, and both forwarded a positive recommendation to approve the preliminary plat.

He asked if there were any questions and there were none.

MOTION: Councilmember Roberts moved to approve the Consent Agenda, including changes to the restrictions to the fireworks ordinance determined by the City Council during the Work Meeting and as presented by Mr. Drake. Councilmember Thomas seconded the motion, which passed unanimously.

Assistant Fire Chief Maughan and Gavin Moffat, Deputy Fire Marshal, left the meeting at 7:46 PM.

PUBLIC HEARINGS:

REZONE REQUEST – BARLOW REZONE – FROM A (AGRICULTURE) TO R-1-8 (SINGLE FAMILY RESIDENTIAL) – ORDINANCE 24-26 – 529 WEST GENTILE STREET

Mr. Wilkinson introduced the agenda item and referenced the location of the parcel proposed for rezone on an illustration pointing out the large lot's proximity to Gentile and Flint Streets. He announced the request would be to facilitate a future subdivision in creating three separate lots. He reported the request was consistent with the General Plan for this area and zoning request. He stated the Planning Commission had reviewed the request during its meeting on Tuesday, August 27, 2024, and recommended approval based on its consistency with the General Plan, and forwarded a recommendation of approval to the City Council.

He asked if there were any questions.

Councilmember Thomas requested clarification for the ingress and egress associated with the new lots. Mr. Wilkinson referenced the illustration and identified the accesses.

Councilmember Roberts inquired whether the flag would be tied to one another or if they would be considered independent lots and Mr. Wilkinson responded in this case each would be independent lots.

Councilmember Bloxham recalled a previous experience he had with Ms. Debbie Barlow and was pleased to

see the family continuing its legacy on the parcel.

Mayor Petro added she was pleased to see the rezone request to R-1-8 for the parcel. Councilmember Smith Edmondson expressed agreement.

Mayor Petro opened the public hearings at 7:50 p.m.

Mayor Petro called for public comment.

There were no public comments.

MOTION: Councilmember Bloxham moved to approve the rezone request – Barlow Rezone – from A (Agriculture) to R-1-8 (Single Family Residential), 529 West Gentile Street as presented, Ordinance 24-26. Councilmember Morris seconded the motion. The motion passed with the following vote: **Voting YES – Councilmembers Roberts, Bloxham, Morris, Smith Edmondson, and Thomas. Voting NO – None.**

PROPOSAL TO AMEND REQUIREMENTS IN TITLE 19 ZONING, CHAPTER 19.05 GENERAL AND SPECIFIC DEVELOPMENT REGULATIONS, SECTION 19.05.000 TABLES 5-1 AND 5-2 TO AMEND THE HEIGHT RESTRICTION IN THE M-1 (LIGHT MANUFACTURING/INDUSTRIAL) ZONE – ORDINANCE 24-25

Mr. Wilkinson announced the City had recently received requests for additional height adjustments in the M-1 Zone and indicated these zones were predominantly located close to the HAFB area near Highway 193 and Fairfield Road. He mentioned the City was sensitive to impacts on adjacent residential zones. In order to mitigate those impacts and to facilitate the requested additional height which would be appropriate in that zone, Staff had identified a standard which required additional setbacks. He read text from the proposed ordinance which identified the restrictions and allowances associated with the proposed ordinance:

- A primary structure located at least 500 feet from a residential zone boundary or property designated for residential in the General Plan, may be increased to a maximum of 100 feet in height
- The structure shall also comply with all FAA (Federal Aviation Administration) and/or Military Restricted Air Space
- Shall not be located within the Accident Potential Zone (APZ)
- Shall be located on a parcel with a minimum of four acres

He shared a visual illustration which identified the areas in which the proposed ordinance could be applicable.

He reported the request had been approved by the Planning Commission during its meeting on Tuesday, August 27, 2024 and unanimously recommended approval to the Council. Staff also recommended approval and asked if there were any questions.

Councilmember Bloxham inquired about the setback distance of 500 feet and Mr. Wilkinson responded that was based on site studies in which the site distance wouldn't have a negative impact. He emphasized the only existing properties in which this would be applicable were those identified on the map.

Councilmember Morris inquired whether height restrictions could be granted a Conditional Use and Mr. Wilkinson believed there wouldn't be a significant benefit for Conditional Use and suggested the proposed ordinance appropriately addressed mitigating impacts.

Mayor Petro called for public comment.

Michael Christensen, 1157 North 2275 West, requested clarification the 500 foot setback would be calculated from the building to the residential area and not the property lines. Mr. Wilkinson responded in the affirmative.

MOTION: Councilmember Thomas moved to approve the requirements in Title 19 Zoning, Chapter 19.05 General and Specific Development Regulations, Section 19.05.000 Tables 5-1 and 5-2 to Amend the Height Restrictions in the M-1 (Light Manufacturing/Industrial) Zone as presented, Ordinance 24-25. Councilmember Roberts seconded the motion. The motion passed with the following vote: **Voting AYE – Councilmembers Thomas, Smith Edmondson, Morris, Bloxham, and Roberts. Voting NO – None.**

ANNEXATION REQUEST – LAYTON CITY ANNEXATION – APPROXIMATELY 3925 NORTH AND 3945 NORTH FAIRFIELD ROAD, ORDINANCE 24-28

Mr. Wilkinson informed the Council it had previously approved the annexation request during its meeting on Thursday, June 20, 2024. He reported State Statute required the City to submit an annexation plat and formal notice of the annexation within 60 days from the Council's action on the annexation. He indicated as this particular item advanced through the various reviews following that approval and it was submitted to the State, it was discovered the City had exceeded the 60 day timeframe. The State simply requested the Council adopt a new ordinance approving the annexation.

He asked if there were any questions.

Councilmember Smith Edmondson expressed her desire the City would be more aware of required deadlines.

Mayor Petro called for public comment.

There were no public comments.

MOTION: Councilmember Smith Edmondson moved to close the public hearings at 8:00 PM and approve the Annexation Request for Layton City – Approximately 3925 and 3945 North Fairfield Road as presented, Ordinance 24-28. Councilmember Roberts seconded the motion. The motion passed with the following vote: **Voting AYE – Councilmembers Morris, Smith Edmondson, Thomas, Roberts, and Bloxham. Voting NO – None.**

UNFINISHED BUSINESS:

Mayor Petro announced she would honor a request from a resident to address the governing body on an item which wasn't on the City Council's Agenda.

Amanda Keddington, 2155 West 800 South, expressed concern regarding the intersection along Layton Parkway and 2200 West since the opening of the West Davis Corridor in January. She mentioned this had resulted with a significant increase of traffic along Layton Parkway. She also stated there were approximately 80 homes in the neighborhood with the potential of 30 more by the end of the year and approximately 100 children would need to cross Layton Parkway to get to and from Sunburst Elementary. She reported cars often run the four-way stop sign at the intersection and there was no designated school crossing or crossing guard at that location. Additionally, concerned residents had expressed concern with the City's Engineering and Police Departments and had organized and coordinated schedules to assist the children crossing at that intersection. It was their desire to ensure the governing body was aware of their concern regarding this intersection.

Mr. Jensen stated City Staff was aware of the neighborhood's concerns regarding the intersection and clarified the installation of traffic control devices was governed by a National Standard requiring a specific warrant and demonstrated need. He explained a warrant study would have to determine what device would be appropriate, if any, at this four-way stop intersection. He reported this intersection had been studied numerous times and it hadn't yet met the required warrant. Staff was aware that eventually a device would probably be needed at this location. He cautioned the residents within the neighborhood regarding them taking on the role of a 'crossing guard' and pointed out the safety concerns associated with doing that. He stated results of the traffic study

could be provided and suggested the residents also work with Sunburst Elementary in identifying the designated 'Safe Routes to School' walking route.

Councilmember Bloxham inquired whether a crossing guard for a school crossing would also be required to meet the warrant and Mr. Jensen responded in the affirmative and a discussion followed.

Mayor Petro suggested placement of the speed trailer near that location.

Councilmember Roberts didn't believe there were crosshatch painted lines on the roadway designating a crosswalk at this particular intersection. Mr. Jensen reported Staff would inspect that particular intersection to determine whether what was currently in place was appropriate.

Mr. Christensen expressed concern about the safety issue being brought before the Council with Staff responding it didn't have any intentions of implementing anything different from what was currently in place; however, it requested residents not do anything about it either. Additionally, he believed the Layton Forward General Plan had been adopted prior to completion of the West Davis Corridor and suggested it be revised to include a grocery store in a 'town center. He indicated it was his understanding the property near the Corridor in the western portion of the City was designated low density residential.

The meeting adjourned at 8:15 p.m.

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Kimberly S Read, City Recorder

D R A F T

MINUTES OF LAYTON CITY COUNCIL MEETING	**OCTOBER 17, 2024; 7:05 P.M.**
MAYOR AND COUNCILMEMBERS PRESENT:	**MAYOR JOY PETRO, CLINT MORRIS, BETTINA SMITH EDMONDSON, AND DAVE THOMAS**
PARTICIPATING ELECTRONICALLY:	**ZACH BLOXHAM**
ABSENT:	**TYSON ROBERTS**
STAFF PRESENT:	**ALEX JENSEN, DARREN CURTIS, STEPHEN JACKSON, CHAD WILKINSON, 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. Councilmember Smith Edmondson offered the invocation and Mr. Claude Young, Veteran and Precinct Chair, led the Pledge of Allegiance.

MINUTES:

There were no minutes submitted for approval.

MUNICIPAL EVENT ANNOUNCEMENTS:

Councilmember Thomas announced Parks and Recreation's Halloween Bash was scheduled for Friday, October 18, 2024 from 5:00-8:00 PM at the Kenley Amphitheater Plaza. In case of inclement weather it would be relocated to Central Davis Jr. High School gymnasium.

Councilmember Smith Edmondson announced Whispers In The Dark, the City's haunted storytelling event, would also take place in Commons Park on Saturday, October 19, 2024. She mentioned there would be vendors in an open air market, live music, food trucks, and storytelling.

Mayor Petro mentioned the Saturday night activity would be similar to the City's Friday Night F.E.S.T. (Farmers, Entertainment, Shopping, and Trucks) with the addition of the spooky stories. She added the event would be a result of cooperation by the Museum, Davis Arts Council, Parks and Recreation, and participating vendors.

PRESENTATIONS:

There were no scheduled presentations.

CITIZEN COMMENTS:

Jennifer Garner, Layton, informed the Council the Biden Administration allowed public schools to use the McKinney-Vento Act to count homeless students. She explained this Act included students, and a parent, living with grandparents, to be counted as 'homeless'. She mentioned this also allowed children living in a mobile home park as 'homeless' even though they are housed. She encouraged elected officials to request more information and ask additional questions when data was presented regarding the number of homeless students within the Davis School District.

Kelley Wright, Layton, distributed a handout of Forest Hills subdivision and indicated his comments would be specific to Item B of the Consent Agenda. He suggested adjusting the route of the proposed water pipeline two lots to the west. He explained the red line reflected the Staff's proposed route between lots 71 and 72 and the 200 foot adjustment, between lots 46 and 70, would place the pipeline in an already existing utility easement. Additionally, the existing dock at Adams Reservoir would be approximately only 40 feet from the exit of the pipeline and pointed out his proposed location would add an additional 200 feet away from the dock. He asked if there were any questions and there were none.

CONSENT AGENDA:

BID AWARD – INSITUFORM DBA C&L WATER SOLUTIONS – VARIOUS SANITARY SEWER REPAIRS, PROJECT 24-41 – RESOLUTION 24-28 – VARIOUS LOCATIONS THROUGHOUT THE CITY

Stephen Jackson, Public Works Director, introduced the agenda item and explained the resolution authorized the execution of an agreement with C&L Water Solutions for six (6) different schedules for repair of sanitary sewer issues within the City, including reconnection of laterals, manholes, and other replacement of pipes. He shared illustrations which identified the various locations for the proposed projects and announced three (3) bids were received with C&L Water Solutions submitting the lowest responsive, responsible bid in the amount of $366,098. The engineer's estimate was $306,000 and Staff recommended approval.

He asked if there were any questions.

Councilmember Morris inquired about the schedule associated with the project and Mr. Jackson responded the contractor had a broad time frame and indicated the project could take as long as next year to complete the project. However, once a repair project was started at a specific location, it had to be finished and completed before moving onto another project or location. He mentioned some of this work could be completed during the winter months while others would need to be postponed until spring.

Mayor Petro inquired about the need for bypass associated with any of the projects and Mr. Jackson indicated that wasn't anticipated; however, costs for that had been included within the project costs if that was determined as the project moved forward.

INTERLOCAL COOPERATION AGREEMENT BETWEEN LAYTON CITY AND WEBER BASIN WATER CONSERVANCY DISTRICT FOR WATER RESOURCES CONSERVATION PROJECT REIMBURSEMENT – RESOLUTION 24-29

Mr. Jackson stated the resolution authorized the execution of the agreement with Weber Basin Water Conservancy District (Weber Basin). He explained Weber Basin had received grant funding from the Governor's Office of Economic Opportunity in the amount of $2,500,000 to optimize water conveyance and eliminate the loss of water within the City's system, specifically the Holmes Creek service area. Weber Basin then approached Layton City about partnering on projects to increase and optimize the service of water within the area. He mentioned one of the first projects identified would be the construction of a waterline to complete the connection of Holmes Reservoir to Andy Adams Reservoir. He briefly reviewed the location of the proposed waterline which was conceptually proposed to be constructed through the two lots previously mentioned during the Citizen Comment portion of the meeting. He reminded the Council it wasn't being asked to approve the alignment of the proposed waterline at this time and indicated it would require Council's approval at a later date. He mentioned the proposed costs associated with this portion of the project would be approximately $1.2 million of the grant funding proposed to be completed by the end of 2026.

He explained the second part of the project would be directed toward property owners still using the flood irrigation method within the Holmes Creek system and suggested smaller properties could be more efficiently watered through the City's culinary water system. He referenced an illustration and identified approximately 40 parcels eligible for the grant. He explained the grant funding would allow the City to purchase the water shares from those shareholders, pay them to install a pressurized sprinkler system on the culinary system, and provide a 10-year price differential for the difference in costs between their current shareholder price and costs to be on the City's secondary water system. He concluded the property owners would become customers of

Layton City's culinary system resulting in a more efficient watering method. The approximate costs associated with this action would be $765,000 if all property owners accepted the offer.

He reported the grant required all funds to be obligated by the end of 2024 and all funds expended by the end of 2026. He expressed his desire to move forward with the projects once approved by the City Council and recommended approval. He mentioned the proposed agreement would come before the Weber Basin Board for approval at the end of this month allowing all contracts to be in place by the end of 2024.

He asked if there were any questions.

Councilmember Smith Edmondson pointed out approximately 40 applicable properties/homes were identified during the previously held work session and Councilmember Roberts had expressed a desire that those property owners which agreed to participate in the agreement would financially be made whole and specifically mentioned the 10-year cost deferment, as well as any additional costs associated with the sprinkler systems.

Councilmember Bloxham also expressed appreciation to Mr. Jackson for addressing the location of the waterline alignment, previously mentioned during the Citizen Comment portion of the meeting, clarifying the final location would be determined at a later date.

Councilmember Morris requested Mr. Jackson clarify the difference between water rights and water shares. Mr. Jackson explained water rights were those rights issued by the State of Utah, water shares are actual shares in the company which held the rights to the water, in this case Holmes Creek Irrigation held the underlying water right and the shareholders had shares which gave them rights to use water from the company. He emphasized the City wouldn't be purchasing the 'right', rather the 'shares' which allowed the water to be used on the ground.

Mayor Petro suggested most of these property owners owned one share, at the most and Mr. Jackson clarified that depended on the size of the parcel but most owned one share. He mentioned the limitation on the size of the parcel was anything under two acres in order to be eligible for the grant.

Mayor Petro clarified the impacted property owners had been notified regarding their respective water shares and inquired when notification would be made regarding impact associated with the waterline alignment. Mr. Jackson responded contact had been made with the desired location's property owner and indicated the pipeline project would take place via project notification moving forward.

PLAT AMENDMENT – HARRIS POINTE SUBDIVISION, SECOND AMENDMENT – APPROXIMATELY 700 WEST ANTELOPE DRIVE

Chad Wilkinson, Community and Economic Development Director, announced the agenda item and oriented the Council to the location of the parcel. He identified the parcel affected by the proposed subdivision amendment and explained the amendment would create four distinct parcels. He shared illustrations reflecting the existing layout of the commercial subdivision, as well as the proposed amendment, identified as the second amendment. He reported the Planning Commission reviewed the request during its meeting on Tuesday, September 24, 2024, and it unanimously forwarded approval to the City Council.

He asked if there were any questions.

Councilmember Morris inquired about the reason for the requested subdivision amendment. Mr. Wilkinson responded the lots and existing buildings could potentially be sold. He emphasized the easements specific to Raising Cane's restaurant would remain in place. He also identified the businesses currently operating in the existing buildings.

Councilmember Smith Edmondson inquired whether the current marquee sign would be owned by another entity and Mr. Wilkinson responded the signage was considered a project sign and would continue to be allowed by the Planned Development and would operate exactly the same.

Councilmember Smith Edmondson requested clarification whether language specific to the location of the waterline alignment specific to Item B of the Consent Agenda needed to be included in the motion and Mr. Jackson responded the agenda item was specific to the agreement with Weber Basin. He reiterated the alignment would come before the Council as a Bid Award specific to a City project. He also indicated the Council would need to approve the property acquisition or easement associated with the project.

MOTION: Councilmember Smith Edmondson moved to approve the Consent Agenda as presented. Councilmember Morris seconded the motion, which passed unanimously. **Councilmember Roberts wasn't present for the vote**.

PUBLIC HEARINGS:

PROPOSED AMENDMENTS TO LAYTON CITY MUNICIPAL CODE, TITLE 19 ZONING, CHAPTER 19.06 LAND USE REGULATIONS, SECTION 19.06.000 TABLES 601, 602, AND 603 TO

ALLOW TATTOO PARLORS IN THE PB (PROFESSIONAL BUSINESS) ZONE

Mr. Wilkinson introduced the agenda item and explained the text amendment would allow tattoo establishments as a land-use within the PB (Professional Business) Zone. He shared a brief history associated with the applicant's property explaining it was a C-X (Highway Regional Commercial) zoned property, a pre-curser to the current C-H (Planned Commercial Highway). The parcel was divided and created outside City processes, approximately 30 years ago, resulting in an illegal subdivision. At that time, in an effort by the City to work with the property owner to create a property compliant with zoning standards, the property was rezoned to PB, with the stipulation that uses would be reduced. He clarified that property owner chose to not unravel the property sale and assemble the properties in order to properly divide the properties. He emphasized the zoning designation occurred due to an unauthorized lot split.

Mr. Wilkinson spoke to the following:

1. What would be the purpose of adding the land-use to the proposed zone?
2. Would the proposed land-use be compatible with the proposed zone?
3. Does adding the proposed land-use to the proposed zone advance good policy and would the change be consistent with the General Plan?

He continued to point out the PB zone was typically surrounded by single-family residential zoning and shared some illustrations. He explained this provided neighborhood serving land-uses and shared some examples such as an accountant or dentist office. His response to question 1, this would allow for the tattoo use in potentially all those identified properties throughout the entire City. Additionally, there were numerous locations zoned throughout the City which allowed for the tattoo use and suggested there wasn't a 'need' to expand the tattoo use in the PB zone and emphasized the recommendation was based entirely on 'land use'. He reported there hadn't been a demand to expand tattoo uses within other zones, and if there were, Staff would suggest considering other zones before the PB zone as it really wouldn't be a compatible use in that zone; which addressed question 2. He also referred to the Staff report which mentioned the PB zone was severely restricted with allowing approximately only 51 types of land-uses, where other zoning districts allowed more than double that, 107.

In response to question 3, he identified a specific parcel zoned PB and informed the Council it had been controversial due to potential uses allowed within the PB zone and potential impacts to residential neighborhoods. He suggested if there was consensus among the Council to change the PB zone, which currently wasn't being asked of the Council, a broader discussion could take place at a later date. Staff recommended the requested change wasn't consistent with good public policy or the purpose and intent of the

General Plan and also recommended denial of the request.

He asked if there were any questions.

Councilmember Morris suggested a broader discussion should take place given that micro blading and permanent make up would be allowed; however, a full tattoo parlor shop wouldn't be allowed. He didn't believe there to be a distinct differentiation. Mr. Wilkinson responded these were two distinct uses with different applications applied by different tools, and were limited in scope associated with a cosmetology use. Staff believed they were very different applications.

Mr. Wilkinson pointed out the Council could further discuss uses within the PB zone which could take place at a later date; however, Staff would recommend restricting uses in this zone as opposed to allowing more. He emphasized applicants generally volunteered to disclose the application of permanent make-up even though that oversight was provided by the Davis County Health Department and clarified its involvement was a health related standard as opposed to a land-use standpoint.

Councilmember Smith Edmondson expressed her opinion a discussion was needed specific to uses or allowances within the PB zone. She inquired whether the City was aware of permanent make-up procedures in home salons and Mr. Wilkinson responded in the affirmative and also pointed out there were additional oversights within the Home Occupation land use. She suggested the City take a step back and consider uses within the zone due to lack of clarity and ambiguity. Mr. Wilkinson responded the City had clearly identified permanent make-up was allowed in a beauty shop and Staff could clearly distinguish between the two based on equipment used and type of procedure. He emphasized that conversation could certainly take place but it wasn't difficult from Staff's prevue because of the difference in procedure, process, and tools used.

Councilmember Smith Edmondson referenced the vote of the Planning Commission which required the Chair's vote to break the Commission's 3-3 tie. She expressed concern whether the applicant was aware of the available options and would like to assess whether the applicant understood said options prior to making her decision.

Mr. Wilkinson mentioned minutes from the Planning Commission had been included in the Council packet to illustrate the lengthy discussion. He reiterated Staff's recommendation would be to deny this particular request and additional discussion regarding uses could take place during a future meeting.

Councilmember Thomas stated he would like to review other uses allowed in the PB zone and pointed out the

Council's decision would be applicable to all PB zones currently designated within the City. Mr. Wilkinson reiterated this request was being made out of an illegal action in the past and suggested the City had tried to accommodate the property owner; however, this zoning decision should not be based on that.

Councilmember Morris inquired where other cities allowed tattoo parlors/use. Mr. Wilkinson responded Layton allowed tattoo use in more zoning designations than other entities and identified them and reported Staff had suggested the requested use could be accommodated in many other zones within the City; and the question tonight was whether it made sense to change this particular designated use throughout the entire City.

Mayor Petro opened the public hearing at 8:05 p.m.

Mayor Petro called for public comment.

There were no public comments.

Councilmember Morris suggested if after further discussion of whether there was a significant difference between tattoos and permanent make-up the Council concluded they were similar, where would that leave the applicant. Mr. Wilkinson clarified Staff identified a difference between these two uses, which was enough of a difference that it wasn't difficult for Staff to differentiate between the two. He continued to identify reasons why the applicant wasn't in favor of considering other available options: the requirement of having to acquire additional property from an adjacent property owner and/or having to proceed through the zone change process, all which would be supported through the General Plan. He emphasized these discussions had taken place with the applicant.

MOTION: Councilmember Thomas moved to close the public hearing at 8:10 and deny the proposed amendments to Title 19 Zoning, Chapter 19.06 Land Use Regulations, Section 19.06.000 Tables 601, 602, and 603 to Allow Tattoo Parlors in the PB (Professional Business) Zone and Title 19 as presented.

Councilmember Thomas indicated he would be willing to amend his motion to further discuss land uses within the PB Zone.

Mr. Wilkinson suggested the Council make a decision specific to this application and provide additional direction to Staff, if deemed necessary.

Councilmember Morris clarified if the first motion was still on the table and Mayor Petro responded in the

affirmative. Councilmember Morris seconded the motion. The vote was as follows: **Voting AYE – Councilmember Thomas; Voting NO – Smith Edmondson**; **Voting AYE - Councilmember Morris** requested further discussion take place at a later date regarding what was currently allowed in the PB zone. **Voting NO –Bloxham.** *Councilmember Roberts was not present for the vote.*

Councilmember Bloxham suggested a further discussion was needed about the PB zone in general with regard to 'tattoo' uses. He requested all available options be restated and presented to the Council and suggested the discussion take place at a time when the entire Council was present. He mentioned he couldn't view the maps included in Mr. Wilkinson's presentation shared during the meeting, which he believed would be pertinent to his vote.

Mayor Petro requested clarification if the Council believed further discussion regarding the agenda item was needed prior to a vote. She inquired whether a new motion could be made to table the item to allow for further discussion and Darren Curtis, Deputy City Attorney, responded in the affirmative. He also suggested the Council could continue to ask questions of Staff for clarification. Mayor Petro believed Councilmember Bloxham's point of tabling the vote was that he wasn't clear regarding the issue and that Councilmember Roberts was absent and didn't have a vote.

Councilmember Morris pointed out the maps in question by Councilmember Bloxham pointed out the PB zones located throughout the entire City which weren't necessarily located within a 'commercial use zone' which the applicant was inferring. Councilmember Bloxham stated it would be his preference to fully participate in the discussion and witness Staff's full presentation.

Councilmember Smith Edmondson announced she would like to change her vote to AYE based on the fact the Council would be making decisions which would encumber these zones located in other spaces. She stated her original vote was for future applicants questioning this use in the PB zone, which she believed was a different discussion than what was currently on the table. She emphasized this specific property was surrounded by the proper zoning which this property should have remained. **She clarified she would be changing her vote to AYE, denial of the proposed text change, with the expectation that a future discussion take place regarding these types of uses and the appropriate zones for them**. She believed a robust discussion around these would help the Council understand the difference between permanent make-up tattoo compared to design art tattoo, which Mr. Wilkinson pointed out was clear to Staff. **For tonight's purposes however, she would be voting AYE to deny.**

Mayor Petro clarified the Council's vote to deny the proposed text amendment was as follows: three in

favor, one against, and one councilmember not present.

UNFINISHED BUSINESS:

Councilmember Smith Edmondson stated she failed to announce earlier in the meeting the Mayor Brent Taylor GALA was planned for Friday, November 8, 2024, at the Ogden Eccles Conference Center. She mentioned the GALA would fund a scholarship in remembrance of Mayor Taylor, a member of the armed forces and fallen soldier.

Mayor Petro announced the Veterans Day Parade would take place on Saturday, November 9, 2024. Parade applications were required to participate and online applications were available on a Facebook page hosted by Dennis Howland. She directed those interested in participating could also contact the City's Parks and Recreation Office. She encouraged attendance at the parade to honor and respect the Veterans.

She also encouraged everyone to vote in the upcoming election scheduled for Tuesday, November 5, 2024.

The meeting adjourned at 8:30 p.m.

_____

Kimberly S Read, City Recorder

LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET

Item Number: 3.A.

Subject:
Youth Council Swearing In

Background:
The new Youth Council members will be sworn in by the City Recorder.

Alternatives:
N/A

Recommendation:
N/A

LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET

Item Number: 5.A.

Subject:
Final Plat – Anderson's Legacy Subdivision – Approximately 2650 East Gentile Street

Background:
The applicant, Gwen Anderson, is requesting to develop a single-lot subdivision on a parcel she owns that was illegally split over ten years ago. Before the applicant can build a home on the parcel, it will need to be subdivided and entitled legally through the subdivision review process. The parcel is within the City's Sensitive Lands Overlay area, which requires conceptual, preliminary, and final approvals from the City.

The parcel is zoned R-1-10 and backs onto the Holmes Creek Irrigation Reservoir. Single-family homes surround the parcel with the same R-1-10 zoning designation. The single lot is 0.36 acres that slopes dramatically towards the reservoir. The buildable area will meet the required setbacks for the zone but will be located towards Gentile Street where the lot has less slope.

The applicant has submitted geotechnical studies to the City, which have been reviewed by the City's third-party geotechnical company. Per the studies and recommendations of the geotechnical engineers, notes have been placed on the final plat that addresses how the home is to be constructed on the lot.

Alternatives:
Alternatives are to: 1) Grant final plat approval to Anderson's Legacy Subdivision subject to meeting all Staff requirements and geotechnical recommendations; or 2) Deny the proposed final plat to Anderson's Legacy Subdivision.

Recommendation:
On November 12, 2024, the Planning Commission voted unanimously to forward a positive recommendation to the City Council to approve the final plat for Anderson's Legacy Subdivision subject to meeting Staff requirements and geotechnical recommendations.

Staff supports the Planning Commission's recommendation.

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
PLANNING DIVISION

STAFF REPORT

To: City Council

From: Kem Weaver, Planner II

Date: November 21, 2024

Re: Anderson's Legacy Subdivision – Final Plat

Location: Approximately 2650 East Gentile Street

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

Description:
The applicant, Gwen Anderson, is requesting to develop a single-lot subdivision on a parcel she owns that was illegally split over ten years ago. Before the applicant can build a home on the parcel, it will need to be subdivided and entitled legally through the subdivision review process. Single-family homes surround the parcel with the R-1-10 zoning designation.

Background:
On September 19, 2024, the City Council approved the preliminary plat for the subdivision. The applicant is now requesting final plat review.

The parcel is zoned R-1-10 and backs onto the Holmes Creek Irrigation Reservoir. The single lot is 0.36 acres and slopes dramatically towards the reservoir. The buildable area will meet the required setbacks for the zone but will be located towards Gentile Street where the lot has less slope.

The parcel is within the City's Sensitive Lands Overlay area, which requires conceptual, preliminary, and final approvals from the City. The applicant has submitted geotechnical studies to the City, which have been reviewed by the City's third-party geotechnical company. Per the studies and recommendations of the geotechnical engineers, notes have been placed on the final plat that addresses how the home is to be constructed on the lot.

The notes on the final plat address compliance with all geotechnical studies and recommendations, structural engineering of the home, notification of the reviewed and approved geotechnical studies and how they can be accessed, and further studies are required if there are to be any changes to the final plat. Once the building permit is approved by the City, the homeowner or their general contractor must sign an indemnification agreement acknowledging they understand and will comply with all geotechnical requirements.

Recommendation:

On November 12, 2024, the Planning Commission voted unanimously to recommend the Council approve the final plat for Anderson's Legacy Subdivision, subject to meeting all Staff requirements and geotechnical recommendations.

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: Andy Hubbard; andyh@greatbasinengineering.com
Gwen Anderson; lanakila1958@gmail.com
Nadine Goaslind; dcrwnadine@hotmail.com

CC: CED Department/Fire Marshal

FROM: Shannon Hansen, Assistant City Engineer - Development

DATE: October 31, 2024

SUBJECT: Anderson's Legacy – Cycle 1, Review 1
Final Plan
2692 East Gentile

I have reviewed the final plans and title report received in Engineering on October 15, 2024 for the proposed Anderson's Legacy Subdivision located at 2692 East Gentile. The plans have been stamped "Approved as Corrected." The following will need to be addressed with the submittal of the final subdivision application. Municipal Code (MC) and Development Guidelines and Design Standards (DG) references are provided in parenthesis.

General Notes –

1. Fire flow – Based on the water model, the available fire flow in front of the home is 6,100 gpm with 80 psi. The Fire Marshal will determine the required fire flow as well as the need for any additional fire hydrants. (DG 4.06.H)
2. The vacation of the Gentile right of way will need to be approved by the City Council. The City will not vacate the ROW until the dedication plat has been submitted for City signatures and recording. With the change in the first locating call in the boundary description from 1320.85 feet to 1322.66 feet, the legal description submitted with the Concept application for the vacation area no longer matches to the boundary description. It is approximately 1.75 feet to the east of the boundary location. This will need to be addressed prior to submitting the final dedication plat.
3. Water Exaction - Based on the lot configuration seen in the dedication plat, the water exaction required is **one acre feet.** The following three companies have water shares acceptable to Layton City: Kays Creek Irrigation (A or B stock), Holmes Creek Irrigation, and Davis & Weber Canal Company. The shares will need to be dedicated to the City prior to the City engineer signing the dedication plat. (MC 19.23.010)
4. Due to the size of the development, the development will not need to comply with the Low Impact Development requirements in Section 6 of the City Guidelines and Design Standards.
5. Upon approval from all City Departments, the stamped and signed complete sets of drawings in PDF form will need to be submitted prior to the City Engineer signing the dedication plat. The plans will need to address the comments in the most recent Engineering memo as well as all comments from other City departments and utility companies.

6. Prior to beginning work in Gentile Street, a right-of-way permit will need to be completed on-line at https://www.laytoncity.org/secure1/Applications/StreetCutApplication.
7. Any existing broken curb/gutter or sidewalk shall be replaced with the development of the property. (MC 12.28.030)
8. The developer shall contact and coordinate with Dominion Energy, Rocky Mountain Power, Utopia, CenturyLink, and other utility companies to determine their requirements for development as well as the location of their facilities within the project.
9. The developer should be aware that final subdivision fees will need to be paid prior to the City Engineer signing the plat. (MC 19.13.080.5) Dena Hyatt, in the Engineering Department, will need to be contacted to determine the subdivision fees.

Dedication Plat –

1. Easement Entry 3273784 (Item 17 in the title report) appears to be a temporary easement and can possibly be removed from the title report. The title report submitted with the application (dated August 1, 2024) includes the easement, therefore easement will need to be added to the dedication plat.

Final Site Plan –

1. Because the flow rate of a 5/8" and ¾" culinary meter are the same, the City no longer provides 3/4" water meters. The meter size will need to be corrected on the updated plans.
2. The area in Note 2 is indicated to be 16,135 sq. ft. The dedication plat indicates the area to be 15,735 sq. ft.

Layton
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

***<u>Attention Engineers & Developers:</u>* 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.**

M E M O R A N D U M

TO: Community Development

FROM: Gavin Moffat, Deputy Fire Marshal

RE: Anderson's Legacy

CC: 1) Engineering
2) Andy Hubbard. andyh@greatbasinengineering.com
3) Gwen Anderson, lanakila1958@gmail.com
4) Nadine Goaslind, dcrwnadine@hotmail.com

DATE: August 20, 2024

I have reviewed the plat submitted on August 19, 2024 for the above referenced project. The Fire Prevention Division of this department has no comments/concerns.

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

GM\#1 subdivision site plan:sh
Plan #S24-136 District #33
Project Tracker #LAY2305033266
ERS #12660

Parks & Recreation Department
JoEllen Grandy • City Landscape Architect
Telephone: 801.336.3926
Email: jgrandy@laytoncity.org

Memorandum

To: Andy Hubbard, Gwen Anderson, Nadine Goaslind

CC: Community Development, Fire, & Engineering

From: JoEllen Grandy, City Landscape Architect – Parks & Recreation

Date: November 1, 2024

Re: Anderson's Legacy, Final Approval – 2692 E. Gentile St.

Review: Review I

Anderson's Legacy located at 2692 East Gentile Street lies within the City's future Snow Canyon Park service area and Holmes Creek Reservoir.

The Parks & Recreation Department has reviewed the plans submitted on October 15th and has no comments or concerns regarding Anderson's Legacy.

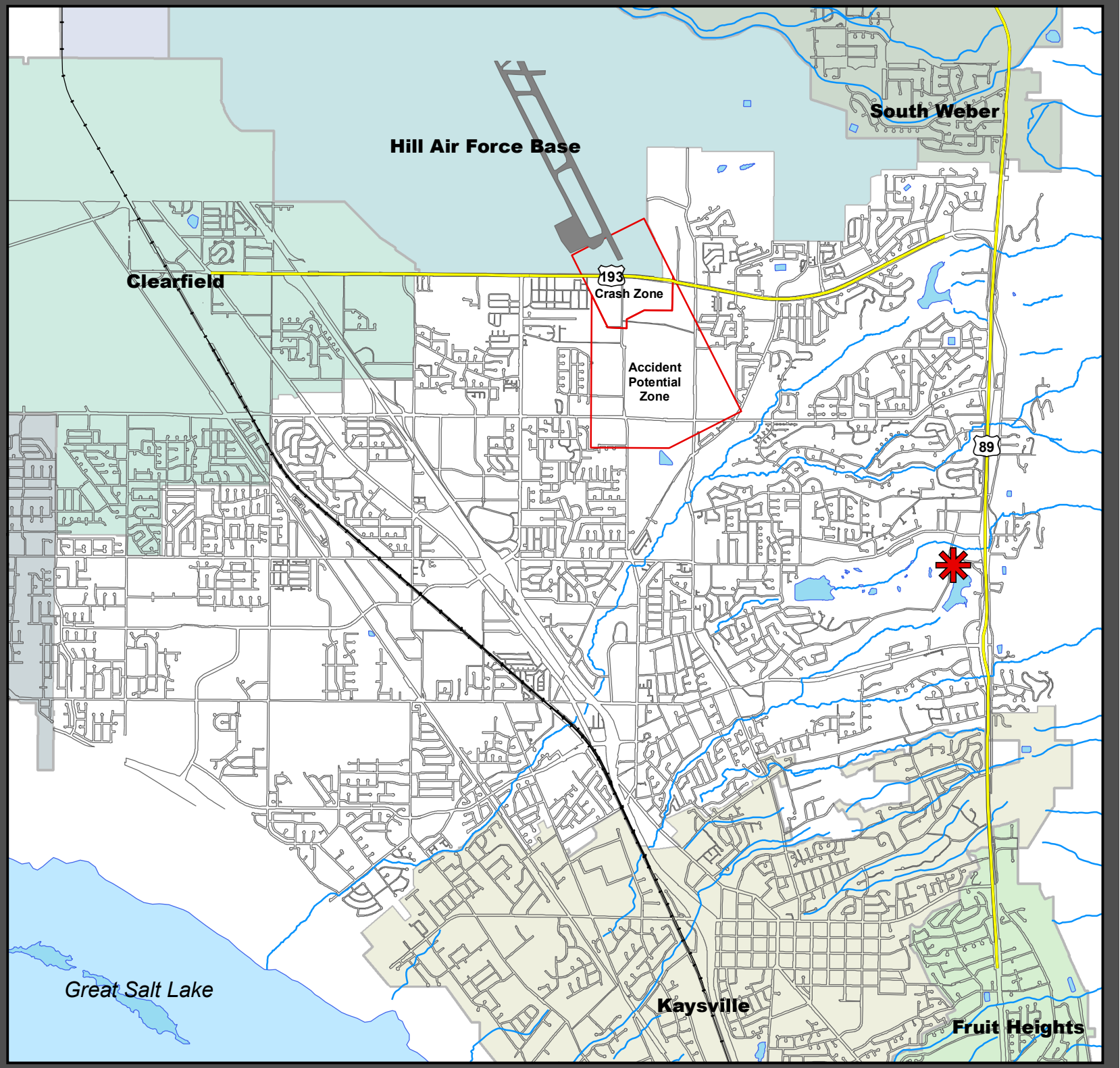
<u>Attention Engineers & Developers:</u> Please do not resubmit plans until you have received comments from Layton City Fire Department, Parks Department, Engineering Division and Planning Division. You may expect to receive comments within 15 business days of a preliminary submittal and within 20 business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

Layton City

ANDERSON'S LEGACY SUBDIVISION

APPROXIMATELY 2650 EAST GENTILE STREET

FINAL PLAT



Legend

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

- Project Site

N W E S

Map 1

Layton City

ANDERSON'S LEGACY SUBDIVISION

APPROXIMATELY 2650 EAST GENTILE STREET

FINAL PLAT

Legend

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

- Project Area

N
W E
S

Map 2

Layton City

ANDERSON'S LEGACY SUBDIVISION

APPROXIMATELY 2650 EAST GENTILE STREET

FINAL PLAT

Legend

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

- Project Area

N
W E
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Map 3

Anderson's Legacy

A part of the Southeast Quarter of Section 14, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey
Layton City, Davis County, Utah
August 2024

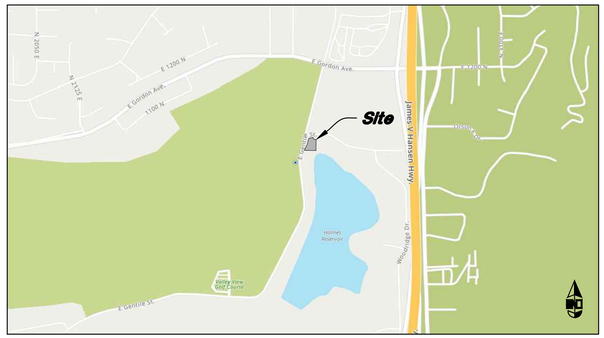
Scale: 1" = 20'

20 0 10 20 25 30 35 40

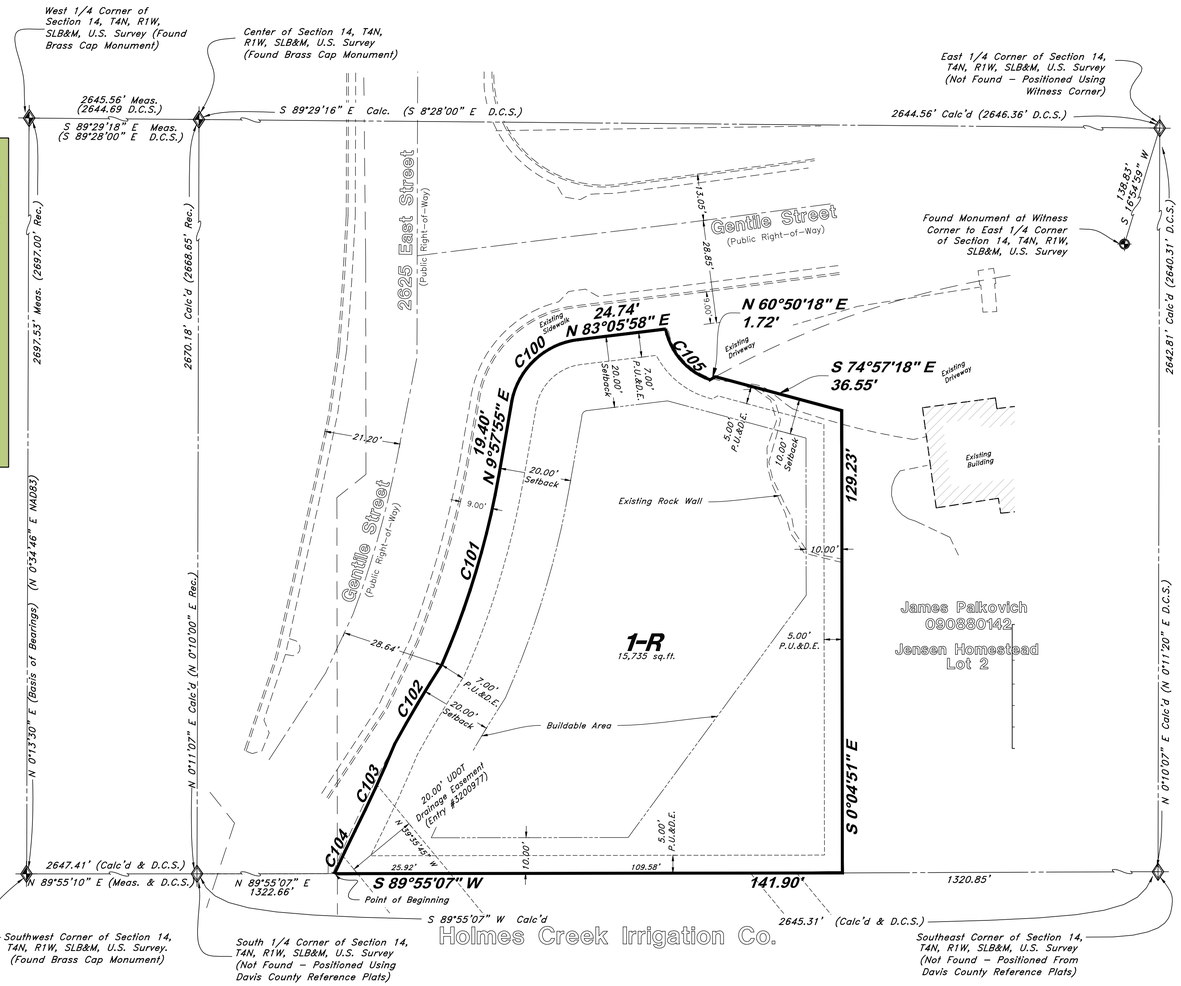
Graphic Scale

LEGEND

- Found Section Monument
- Calculated Section Position
- (Rec) Record
- (DCS) Davis County Surveyor
- Centerline Road
- Existing Parcel Line
- Survey Monument Line
- P.U.E
- Lot Line
- Boundary Line
- Set Back Lines
- Set 5/8"x 24" Long Rebar & Cap w/ Lathe



VICINITY MAP
Not to Scale



Geotechnical Notes:

1. Each individual lot owner/building contractor/purchaser is responsible for complying with the geotechnical studies and reports completed by CMT Technical Services and peer review comments by GeoStrata. Layton City is not responsible for any engineering or inspection failure or any damages resulting therefrom. Any damage caused to public property, public interest in property, public improvements, or public facilities in the subdivision, by either a failure to comply with the referenced reports, shall be repaired by the party failing to comply therewith. Each lot owner/building contractor will be required to sign a document prepared by Layton City that indicates the existence of geotechnical reports regarding the subdivision and will comply with said reports.
2. The project structural engineer shall provide adequate structural reinforcement for the building design to accommodate additional settlement resulting from seismic deformation on the order of 4 inches (10 centimeters) to ensure that the life-safety egress requirements are met for the structure.
3. The lot owner/building contractor shall allow a CMT geotechnical engineer preform observations of the site grading prior to initiation of any construction and that CMT document their observations in a report submitted to Layton City for review prior to the City issuing a building permit. The lot owner/building contractor shall also allow a CMT geotechnical engineer preform a foundation exaction observation for the foundation of the proposed residential structure prior to forming the foundation to allow CMT to assess the condition of the foundation subgrade and document their observations and assessments in a report submitted to Layton City for review prior to the City issuing a building permit. (See CMT response to review letter dated March 13, 2024 and CMT Geotechnical Engineering Study November 7, 2023 for additional information.)
4. The lot owner/building contractor shall provide any changes to the approved grading site plan to Great Basin Engineering Inc and CMT for review so they can assess the feasibility of the changes and whether the final conclusions and recommendations from CMT remain applicable.

Property line Curve Data

Curve #	Delta	Radius	Length	Chord Direction	Chord Length
C100	75°56'27"	21.53'	28.54'	N 44°52'13" E	26.49'
C101	13°30'47"	234.07'	55.20'	N 16°43'19" E	55.08'
C102	3°59'25"	373.50'	26.01'	N 30°38'56" E	26.01'
C103	4°06'29"	371.50'	26.64'	N 24°33'43" E	26.63'
C104	2°19'43"	328.50'	13.35'	N 25°27'07" E	13.35'
C105	59°29'21"	18.97'	19.70'	S 41°11'29" E	18.83'

FLOOD PLAIN

This property lies within an area having a Zone Designation X, an area of minimal flood hazard by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. 49011C0233F, with a Date of identification of September 15, 2022, for community Panel No. 49011C0233F, in Salt Lake County, State of Utah, which is the current Flood Insurance Rate Map for the community in which said property is situated.

LAYTON CITY ATTORNEY

Approved by the Layton City Attorney this _____ day of _____ , 2024.

_____
Signature

LAYTON CITY ENGINEER

Approved by the Layton City Engineer this _____ day of _____ , 2024.

_____
Signature

HOLMES CREEK IRRIGATION CO.

Approved by Holmes Creek Irrigation Company this _____ day of _____ , 2024.

_____
Signature

LAYTON CITY PLANNING COMMISSION

Approved by the Layton City Planning Commission on the _____ day of _____ , 2024.

_____
Chairman

LAYTON 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 this _____ day of _____ , 2024.

Attest_____

Title_____

_____
Mayor

UTAH DEPARTMENT OF TRANSPORTATION

Approved as to form by the Utah Department of Transportation this _____ day of _____ , 2024.

_____
Signature

SURVEYOR'S CERTIFICATE

I, Andy Hubbard, do hereby certify that I am a Professional Land Surveyor in the State of Utah, and that I hold License No. 6242920 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Licensing Act. I also certify that this plat of Anderson's Legacy 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 in the Davis County Recorder's Office, and of a survey made on the ground in accordance with Section 17-23-17. Monuments have been set as depicted on this Drawing.

Signed this 10/08/2024 Day of _____ , 2024.

Tentative

6242920
License No.

Andy Hubbard

OWNER'S DEDICATION

We, the undersigned owners of the hereon described tract of land, hereby set apart and subdivide the same into lots, and streets as shown on this plat, and name said tract Anderson's Legacy, and hereby dedicate, grant and convey to Layton City, Davis County, Utah, all those parts or portions of said tract of land designated as streets, the same to be used as public thoroughfares forever, and also dedicate to Layton City those certain strips as easements for public utility and drainage purposes over and across the portions of the lots designated as public utility and drainage easements 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 _____ day of _____ , 2024.

_____
Gwen N Anderson

ACKNOWLEDGMENT

State of Utah
County of Davis } ss

The foregoing instrument was acknowledged before me this day of _____ 2024 by _____

Residing at: _____
Commission Number: _____
Commission Expires: _____

A Notary Public commission in Utah

NARRATIVE

This Subdivision Plat was requested by Ms. Gwen Anderson for the purpose of creating a buildable parcel.

Brass Cap Monuments were found at the Southwest Corner, the West 1/4 Corner, and the Center of Section 14, T4N, R1W, SLB&M, U.S. Survey. A line bearing S 0°13'30" W between said Southwest Corner and said West 1/4 was used as Basis of Bearings. Property Corners were monumented as depicted on this drawing.
See Record of Survey # _____

BOUNDARY DESCRIPTION

A part of the Southeast Quarter of Section 14, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Commencing at the Southeast corner of said Section 14, thence 1322.66 feet South 89°55'07" West along the Section line to the Point of Beginning, being the beginning of a curve to the right of which the radius point lies South 65°42'44" East; thence two (2) courses along the East Right of Way Line of 2625 East Street (Gentile Street) recently widened as follows: (1) Northeasterly along the arc of a 328.50 feet radius curve a distance of 13.35 feet (Central Angle equals 02°19'43" and Long Chord bears North 25°27'07" East 13.35 feet); to a point of reverse curvature to the left with a radius of 371.50 feet; and (2) Northeasterly along said arc a distance of 26.64 feet, Central Angle equals 04°06'29" and Long Chord bears North 24°33'43" East 26.63 feet concentric with the right of way control line for Gentile Street (Project No. S0089(406)398) to the Existing Easterly Right of Way Line of Gentile Street being a point on a non-tangent curve to the right having a radius of 373.50 feet; thence along said arc a distance of 26.01 feet, Central Angle equals 03°59'25" and Long Chord bears North 30°38'56" East 26.01 feet to a point 9.00 feet perpendicularly distant Easterly from the back of curb line being a point on a non-tangent curve to the left having a radius of 234.07 feet; thence four (4) courses along a line 9.00 feet perpendiculary distant Easterly and Southerly from the back of curb line as follows: (1) Northeasterly along said arc a distance of 55.20 feet, Central Angle equals 13°30'47" and Long Chord bears North 16°43'19" East 55.08 feet; (2) North 09°57'55" East 19.40 feet to a point on a non-tangent curve to the right having a radius of 21.53 feet; (3) Northeasterly along said arc a distance of 28.54 feet, Central Angle equals 75°56'27" and Long Chord bears North 44°52'13" East 26.49 feet to a point of non-tangency; and (4) North 83°05'58" East 24.74 feet to a point 0.50 feet West of an Existing concrete driveway, being a point on a non-tangent curve to the left having a radius of 18.97 feet; thence Southeasterly along said arc a distance of 19.70 feet, Central Angle equals 59°29'21" and Long Chord bears South 41°11'29" East 18.83 feet to the South right of way line of Gentile Street to a point of non-tangency; thence North 60°50'18" East 1.72 feet along said Southerly right of way line; thence South 74°57'18" East 36.55 feet; thence South 00°04'51" East 129.23 feet to said Section Line; thence South 89°55'07" West 141.90 feet along said Section line to the Point of Beginning.

Containing 15,735 square feet
or 0.3612 acres, more or less.
(Rotate 0°21'16" Clockwise for NAD 83 Bearings)

NOTES

1. Public Utility and Drainage Easement (P.U.&D.E.) as indicated by dashed lines, except as otherwise shown.
2. Subdivision total Area 15,735 sq.ft.
3. Verify location of existing sewer lateral if not in place, new lateral will need to be installed per Layton City standards.
4. Lots with -R designation are on Geotechnical requirements from reports and studies prepared by CMT technical services. (see Geotechnical Notes.).
5. The property is located within the Wildland Urban Interface and is required to have a severify assessment completed on all buildable lots in accordance with the 2006 UWUIC Appendix C.

DAVIS COUNTY RECORDER

ENTRY NO._____FEE PAID _____FILED FOR RECORD AND RECORDED_____, AT _____IN BOOK_____ OF OFFICIAL RECORDS, PAGE_____. RECORDED FOR_____

_____
DAVIS COUNTY RECORDER

BY:_____
DEPUTY

GREAT BASIN ENGINEERING INC
5746 South 1475 East Ogden, Utah 84403
Main (801)394-4515 S.L.C (801)521-0222 Fax (801)392-7544
www.greatbasinengineering.com

09N741-AP

LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET

Item Number: 5.B.

Subject:
Secondary Meter Grant Agreement Award Acceptance on Behalf of Layton City, from the Utah Board of Water Resources, Managed by the State of Utah, Division of Water Resources, for the Secondary Water Meter Installation Project – Resolution 24-33

Background:
The Legislature of the State of Utah passed House Bill 242 (HB242) during the 2022 legislative session, which addresses the metering of pressurized secondary water and requires that all secondary water systems be metered by 2030. The Utah Board of Water Resources (Board) has established a program allowing for grant funds to be made available to secondary water providers, in order to mitigate some of the costs associated with HB242. The City is in the process of acquiring the Davis and Weber Counties Canal Company (DWCCC) pressurized secondary water system and must purchase and install 1,400 secondary water meters (Project) in order for the City to be in compliance with HB242. The estimated cost of the Project is approximately $3,514,000. The Board has awarded the City $2,284,100 in grant funds to be used for the Project. The City's estimated participation cost for the Project, after the grant funds have been applied, will be approximately $1,229,900.

Alternatives:
Alternatives are to: 1) Adopt Resolution 24-33 authorizing the Secondary Water Grant Agreement Award Acceptance on behalf of Layton City, from the Utah Board of Water Resources, managed by the State of Utah, Division of Water Resources, for the Secondary Water Meter Installation Project; 2) Adopt Resolution 24-33 with any amendments the Council deems appropriate; or 3) Not Adopt Resolution 24-33 and remand to Staff with directions.

Recommendation:
Staff recommends the Council adopt Resolution 24-33, authorizing the City Manager to execute documents pertaining to the Secondary Water Grant Agreement Award Acceptance on behalf of Layton City, from the Utah Board of Water Resources, managed by the State of Utah, Division of Water Resources, for the Secondary Water Meter Installation Project and any additional documents or contracts forthcoming in relation to the Project.

RESOLUTION 24-33

A RESOLUTION ADOPTING AND APPROVING THE SECONDARY METER GRANT AGREEMENT AWARD ACCEPTANCE ON BEHALF OF LAYTON CITY, FROM THE UTAH BOARD OF WATER RESOURCES, MANAGED BY THE STATE OF UTAH, DIVISION OF WATER RESOURCES FOR THE SECONDARY WATER METER INSTALLATION PROJECT

WHEREAS, the Legislature of the State of Utah passed House Bill 242 (HB242) during the 2022 legislative session, addressing the metering of pressurized secondary water and requiring metering of all secondary water systems by January 1, 2030; and

WHEREAS, , in order to mitigate some of the costs associated with HB242, the Utah Board of Water Resources (Board) has made grant funds available to secondary water providers with the State of Utah; and

WHEREAS, Layton City (City) is currently in the process of acquiring the Davis and Weber Counties Canal Company (DWCCC) pressurized secondary water system; and

WHEREAS, the City has estimated the costs, associated with purchasing and installing the 1,400 secondary water meters (Project) required for the City to be in compliance with HB242, to be approximately $3,514,000; and

WHEREAS, the Board awarded the City $2,284,100 in grant funds to use towards the Project; and

WHEREAS, the City's estimated participation cost for the Project, after the grant funds have been applied, will be approximately $1,229,900; and

WHEREAS, the City desires to commence and complete the Project prior to December 31, 2026; and

WHEREAS, the City agrees to the terms and conditions contained in the Secondary Meter Grant Agreement documents for the Board pertaining to the Project; and

WHEREAS, it is deemed to be in the best interest of the citizens of Layton City to adopt and approve the Secondary Meter Grant Agreement Award Acceptance on behalf of Layton City, from the Utah Board of Water Resources, managed by the State of Utah, Division of Water Resources, for the Secondary Water Meter Installation Project.

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

1. That the documents pertaining to the Secondary Water Meter Grant Agreement Award Acceptance on behalf of Layton City, which are attached hereto and incorporated herein by this reference, be adopted and approved.

2. That the City Manager is authorized to execute the necessary documents and any additional documents or contracts forthcoming in relation to the Project.

3. This Resolution shall become effective immediately upon adoption by the City Council.

PASSED AND ADOPTED by the City Council of Layton, Utah, this **21st day of November, 2024**.

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

CLINTON R. DRAKE City Attorney

STEPHEN JACKSON, Department Director

DOCUMENT WAS
RECEIVED FROM AN
OUTSIDE SOURCE

AGREEMENT
(Secondary Meter Grant)

STATE OF UTAH AGREEMENT # _____

1. PARTIES TO AGREEMENT: This agreement is between the State of Utah, Department of Natural Resources, BOARD OF WATER RESOURCES, referred to as STATE, and the following RECIPIENT:

LAYTON CITY

437 N. WASATCH DRIVE

LAYTON, UT 84041

Legal Status of Recipient:
[ ] Sole Proprietor
[ ] Non-Profit Corporation
[ ] For Profit Corporation
[ ] Partnership
[ ] Limited Liability Co. (LLC)
[X] Governmental Agency

Phone #: 801-336-3709 Federal Tax ID#: 87-6000239 Vendor #: 15085D

2. GENERAL PURPOSE OF AGREEMENT: The general purpose of this agreement is to provide grant funds for partial payment of costs incurred for a secondary meter project, which includes the purchase and installation of approximately 1,400 meters ("PROJECT").

3. AUTHORITY: This agreement is entered into by authority of legislation enacted by the 2022 Utah State Legislature.

4. AGREEMENT PERIOD: Agreement is effective _____ and will terminate December 31, 2026 unless otherwise terminated or extended in accordance with the terms and conditions of this agreement.

5. GRANT AMOUNT: The RECIPIENT will be paid a maximum of $2,284,100 for costs authorized by this agreement.

6. METHOD OF PAYMENT: a. Payment to the RECIPIENT shall be made approximately monthly upon receipt by the STATE of statements or vouchers for payment of work completed. b. The STATE shall pay 65% of the eligible costs incurred.

7. ATTACHMENTS INCLUDED AS A PART OF THIS CONTRACT:
Attachment A – Typical Section Drawings
Attachment B – ARPA Terms & Conditions

8. The RECIPIENT hereby warrants the STATE that the construction of the PROJECT will not interfere with existing water rights. If the PROJECT herein described shall give rise to a claim, or cause of action to any holder of any water rights because of the interference with such rights by the operation of the PROJECT, then the RECIPIENT hereby agrees to indemnify the STATE to the extent of such claim or cause of action.

9. A. In constructing or causing the PROJECT to be constructed, the RECIPIENT shall comply with the provisions of the Utah Anti-Discrimination Act (Act) of 1965 and hereby agrees as follows:

1. The RECIPIENT will not discriminate against any employee or applicant for employment because of race, color, sex, age, religion, national origin, or handicap.

2. In all solicitations or advertisements for employees, the RECIPIENT will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, national origin, or handicap.

3. The RECIPIENT will send to each labor union or workers' representative notices stating the RECIPIENT'S responsibilities under the Act.

4. The RECIPIENT will furnish such information and reports as requested by the Anti-Discrimination Division for the purpose of determining compliance with the Act.

5. The RECIPIENT will include the provisions of sub-sections 1 through 4 above in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor unless exempted by law.

B. Failure of the RECIPIENT to comply with the statute, the rules and regulations promulgated thereunder and this non-discrimination clause shall be deemed a breach of this contract and may be canceled, terminated or suspended in whole or in part.

10. If either party to the contract violates any of the conditions or covenants made herein, the other may give written notice of such breach or failure, and if the same shall not be cured within Ninety (90) days after such notice, the other may declare the contract forfeited and may proceed to its remedies at law for such breach.

11. The RECIPIENT hereby agrees to indemnify and hold harmless the STATE and its officers, agents and employees from any and all liability or claims in connection with this agreement or the development, design, inspection, construction, or operation and maintenance of the PROJECT, including, but not limited to, any and all claims for injury or death of persons or animals, or for any property loss or damage, including damage to the project facilities; except for any such claims arising from or caused by the sole negligence of the STATE.

12. It is mutually understood that the STATE'S review of the plans and specifications, bidding documents and general conditions is solely for the purpose of assuring that the PROJECT to be constructed by the RECIPIENT is as represented in its application and that the PROJECT meets the STATE'S funding criteria. Neither the STATE or officers, employees, or agents thereof shall have any duty to note any design or other defect relating to the PROJECT, and none shall be liable for any loss, claim or damages with respect to the design, bidding, construction, maintenance or operation of the PROJECT or any water system of which the PROJECT is a part.

13. This agreement, or any part thereof, or the benefits to be received under this agreement, may not be the subject of any assignment to any person, firm, or corporation, by the said RECIPIENT, without first having secured the written consent of the STATE to any such proposed assignment or disposition of this agreement.

14. The RECIPIENT hereby agrees, in accordance with Utah Code 73-10-34.5, to provide an educational component for end users either on a monthly use statement, or by a customer specific Internet portal that provides information on the customer's usage more frequently than monthly.

15. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED: All other governmental laws, regulations, or actions applicable to the services authorized by this agreement.

IN WITNESS WHEREOF, the parties sign and cause this agreement to be executed.

LAYTON CITY

City Manager

City Recorder

Approved as to form:

APPROVED: DIVISION OF FINANCE

For Director

BOARD OF WATER RESOURCES

Juliette Tennert (Nov 11, 2024 11:55 MST)

Chair

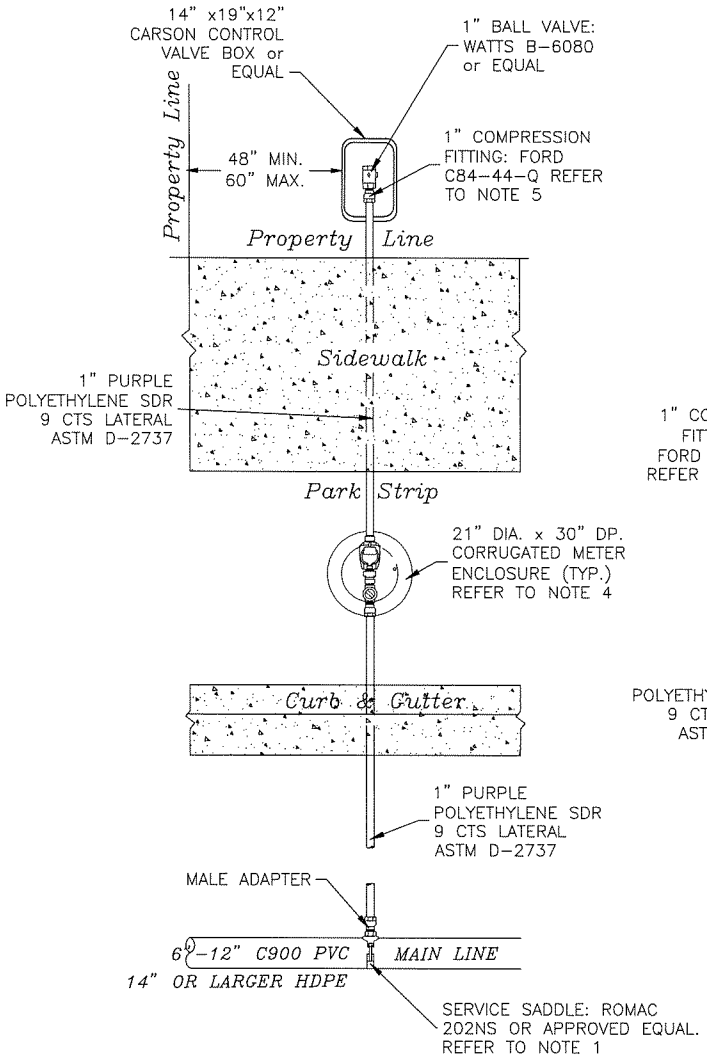
Executive Secretary

Division Budget/Accounting

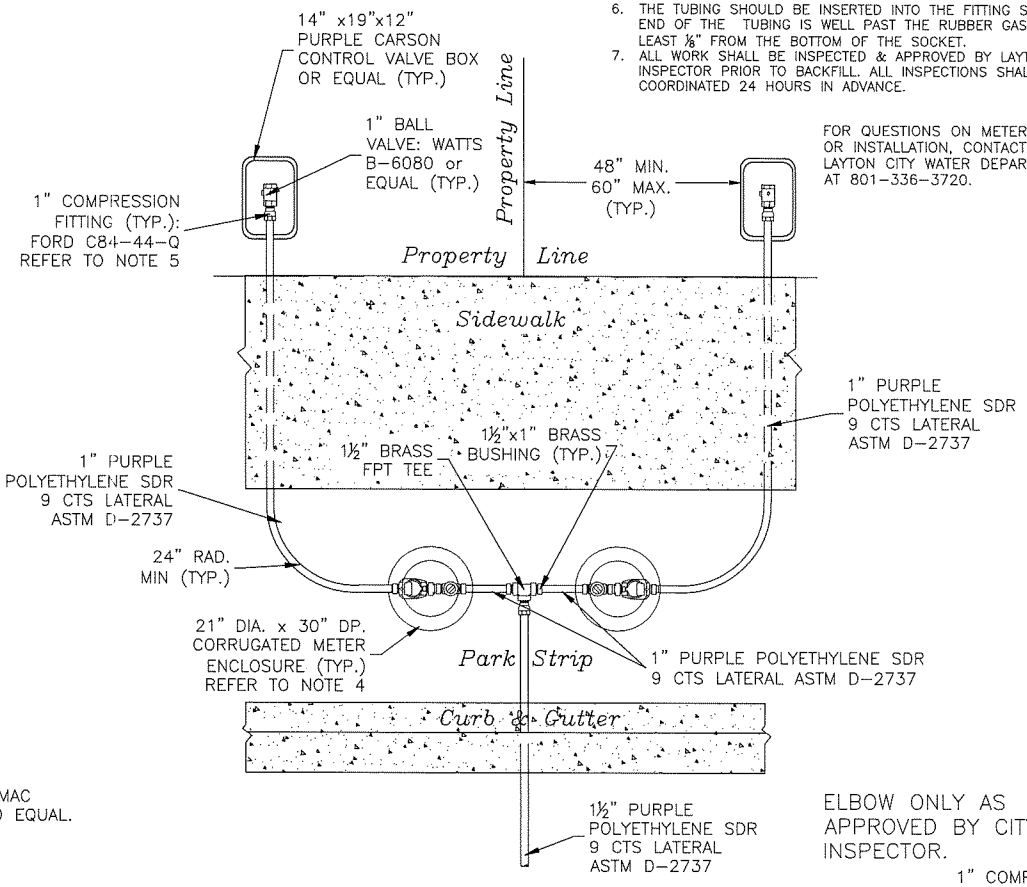
SECONDARY WATER
1" SERVICE CONNECTION
PLAN VIEWS

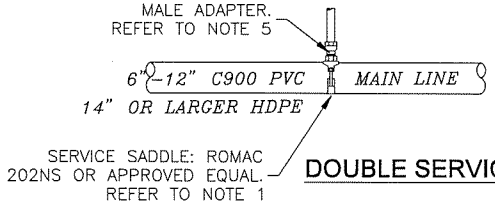
NOTES
1. EQUIVALENT DOUBLE STRAP SADDLES ALLOWED WITH CITY APPROVAL. CONSULT CITY ENGINEER FOR MAINLINE PIPE SIZES GREATER THAN 12" OR FOR MAINLINE PIPE MATERIAL OTHER THAN C900 PVC. HOT TAPPING NOT ALLOWED.
2. METER & ENCLOSURE SHALL BE LOCATED BEHIND CURB WITHIN STREET R.O.W. OR PUBLIC UTILITY EASEMENT IF NO CURB OR GUTTER EXISTS.
3. VALVE & METER ENCLOSURE LIDS SHALL BE STAMPED "IRRIGATION".
4. ENSURE VALVE CONTROL NUT CAN BE SERVICED BY WRENCH WHEN POSITIONING UNDER ENCLOSURE LID.
5. ALL COMPRESSION-TYPE CONNECTIONS REQUIRE STAINLESS STEEL INSERT STIFFENERS.
6. THE TUBING SHOULD BE INSERTED INTO THE FITTING SO THAT THE END OF THE TUBING IS WELL PAST THE RUBBER GASKET AND AT LEAST ⅛" FROM THE BOTTOM OF THE SOCKET.
7. ALL WORK SHALL BE INSPECTED & APPROVED BY LAYTON CITY INSPECTOR PRIOR TO BACKFILL. ALL INSPECTIONS SHALL BE COORDINATED 24 HOURS IN ADVANCE.

FOR QUESTIONS ON METER SET-UP OR INSTALLATION, CONTACT THE LAYTON CITY WATER DEPARTMENT AT 801-336-3720.



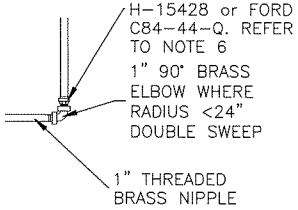
SINGLE SERVICE





DOUBLE SERVICE

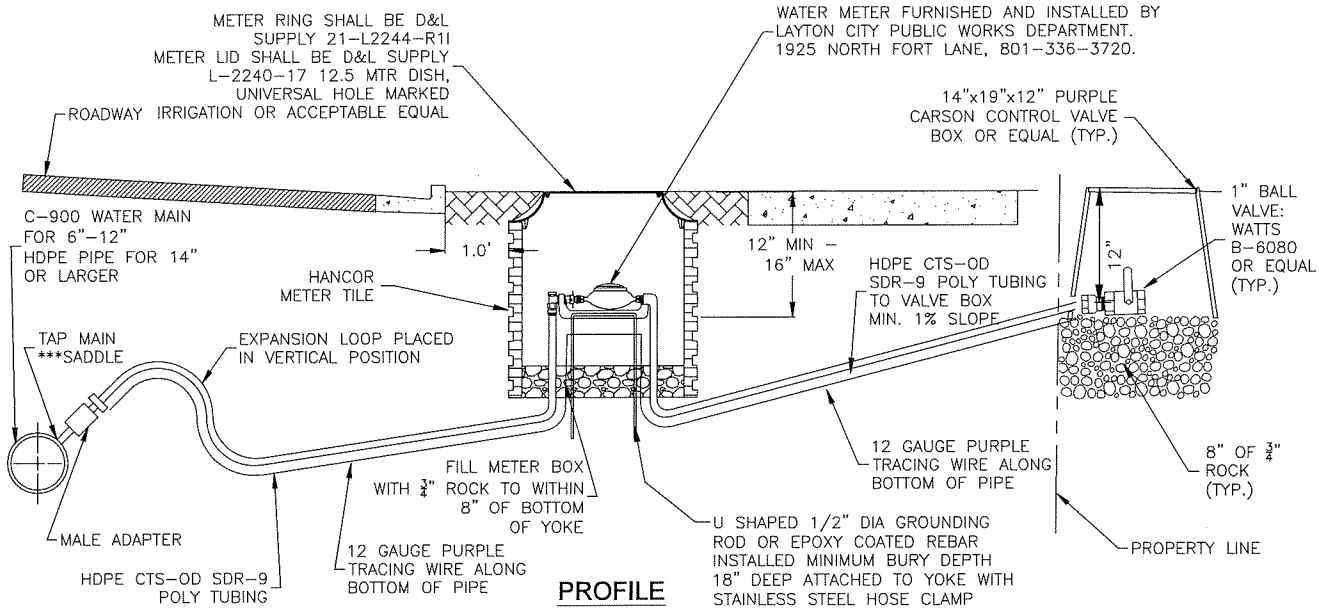
ELBOW ONLY AS APPROVED BY CITY INSPECTOR.



DRAWN BY SH	Layton City	STANDARD DRAWING
SCALE NONE		1" SECONDARY – PLAN
DATE 6/22		ST-SW-01
REVISIONS		

SECONDARY WATER
1" SERVICE CONNECTION
PROFILE VIEW

FOR QUESTIONS ON METER SET-UP OR INSTALLATION, CONTACT THE LAYTON CITY WATER DEPARTMENT AT 801-336-3720.



NOTES
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6. THE TUBING SHOULD BE INSERTED INTO THE FITTING SO THAT THE END OF THE TUBING IS WELL PAST THE RUBBER GASKET AND AT LEAST ⅛" FROM THE BOTTOM OF THE SOCKET.
7. ALL WORK SHALL BE INSPECTED & APPROVED BY LAYTON CITY INSPECTOR PRIOR TO BACKFILL. ALL INSPECTIONS SHALL BE COORDINATED 24 HOURS IN ADVANCE.
8. ALL IRRIGATION METERS SHALL BE PLACED 18" TO 24" BEHIND THE SIDEWALK IF THE SIDEWALK ABUTS THE CURB & GUTTER.
9. PURPLE TRACING WIRE SHALL HAVE 3 FEET OF SLACK WITHIN THE METER BOX.
10. PURPLE TRACING WIRE SHALL TERMINATE INSIDE THE VALVE BOX.

METER ASSEMBLY SHALL INCLUDE:	
1	FORD 1IN ANGLE KEY VALVE (AV94-444W-Q-NL)
1	FORD 1IN METER YOKE x FIPT 90 DEGREE BEND (L91-44-NL)
1	FORD 1IN COUPLING MIP/CTS GJ (C84-44-Q-NL)
2	#54 1 SS INSERT F/CTS PE
1	FORD 1IN EXPANSION CONNECTION (EC-4-NL)
1	FORD 1IN METER YOKE BAR (Y504)
1	21x30 HANCOR METER PIT
1	D & L SUPPLY RING (21-L2244-R1I) AND COVER (L-2240-27I)

METER BOX SIZE
1" SERVICE (21" X 30" BOX)

DRAWN BY SH	Layton City	STANDARD DRAWING
SCALE NONE		1" SECONDARY - PROFILE
DATE 6/22		ST-SW-02
REVISIONS 1/24		

*** ACCEPTABLE SADDLES
ROMAC 202NS
OR LAYTON CITY PRE-APPROVED
ACCEPTABLE EQUAL

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds.

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs.Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest.Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions.In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project is being supported, in whole or in part, by Federal Award Identification Number (FAIN) SLFRP3929 and Assistance Listing Number 21.027 awarded to the State of Utah by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from

the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

   i. A member of Congress or a representative of a committee of Congress;

   ii. An Inspector General;

   iii. The Government Accountability Office;

   iv. A Treasury employee responsible for contract or grant oversight or management;

   v. An authorized official of the Department of Justice or other law enforcement agency;

   vi. A court or grand jury; or

   vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the State of Utah (hereinafter referred to as "the Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Recipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit http://www.lep.gov.

4. Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any

personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property;

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

State of Utah
Recipient

06-11-2021
Date

Signature of Authorized Official:

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES

DIVISION OF WATER RESOURCES

Copies:
WRE
Applicant
Finance

Contract No.

Date

Vendor No. 15085D TIN 87-6000239

Vendor **LAYTON CITY**

Address 437 N. WASATCH DRIVE

City, State Zip LAYTON, UT 84041

c/o Stephen Jackson, Public Works Director Phone 801-336-3709

Email sjackson@laytoncity.org

Commodity Code 99999 Payable X Receivable

Description: The project will purchase and install about 1,400 secondary meters, in and around Section 15, T04N, R01W, Salt Lake Base & Meridian.

Advances:

Frequency As Requested

Amount Variable

Total **$2,284,100 (65%)**

Less Admin Fee

Net Payable Amount **$2,284,100**

Repayment:

Interest/Term % Years

Amount

Beginning

Effective Date

Expiration Date 12/31/2026

Fund	Dept	Unit	Approp Unit	Balance Sheet	Expend/ Revenue	Program	Function	Activity	Total Amount
1000	560	6207	RPG		7501	**RM118**	**ARPA**		$2,284,100

Approved MNK MK MDE MDE SGD SGD JRW JRW JSE JSE CAH CAH JTS JT

Ben Marett
Monitor

Ben Marett
Signature

LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET

Item Number: 5.C.

Subject:
Approve a Land Lease Agreement Pursuant to an Existing Antenna Facility Agreement with T-Mobile West, LLC – Resolution 24-32 – Approximately 2701 North Church Street

Background:
T-Mobile West, LLC (T-Mobile) leases certain real property from the City, located at approximately 2701 North Church Street, approximately 204.18 square feet, which contains an antenna facility (Cell Tower). The conditions of the above-noted lease, signed November 21, 1996, between T-Mobile and the City, expires on November 21, 2026. T-Mobile desires to enter into a new lease at the same location.

Alternatives:
Alternatives are to: 1) Adopt Resolution 24-32 approving a Land Lease Agreement with T-Mobile West, LLC, pursuant to an existing antenna facility agreement at approximately 2701 North Church Street; 2) Adopt Resolution 24-32 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 24-32 and remand to Staff with directions.

Recommendation:
Staff recommends the Council adopt Resolution 24-32 approving a land lease agreement with T-Mobile West, LLC, pursuant to an existing antenna facility at approximately 2701 North Church Street, and authorize the Mayor to sign the necessary documents.

RESOLUTION 24-32

A RESOLUTION APPROVING A LAND LEASE AGREEMENT FOR AN EXISTING ANTENNA FACILITY LOCATED AT APPROXIMATELY 2701 NORTH CHURCH STREET, LAYTON, UTAH, PURSUANT TO AN AGREEMENT WITH T-MOBILE WEST, LLC

WHEREAS, T-Mobile West, LLC (hereinafter "T-Mobile") leases certain real property from the City, located at approximately 2701 North Church Street, Layton, Utah, approximately 204.18 square feet, which contains an antenna facility, hereinafter "Cell Tower"; and

WHEREAS, the conditions of the above noted lease, signed November 21, 1996, between T-Mobile and the City expires on November 21, 2026; and

WHEREAS, T-Mobile desires to enter into a new lease at the same location; and

WHEREAS, the Layton City Council deems it to be in the best interest of the City to approve the request by T-Mobile.

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

1. The City approves the Land Lease Agreement for the approximately 204.18 square feet located at 2701 North Church Street, Layton, Utah which is attached hereto and incorporated herein by this reference.

2. That the Mayor be authorized to execute and deliver the Agreement and the Mayor is authorized to approve the final terms of the Agreement.

PASSED AND ADOPTED by the City Council of Layton, Utah, this __ **day of** _____**, 2024.**

_____
JOY PETRO, Mayor

ATTEST:

_____
KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

_____
JADYN APPLONIE, Assistant City Attorney

LAND LEASE AGREEMENT

This Land Lease Agreement ("the Agreement") is made by and between Layton City, a Utah municipal corporation, with is principal offices located at 437 N. Wasatch Dr., Layton, Utah 84041, hereinafter designated LESSOR, and T-Mobile West LLC, a Delaware limited liability company, having a mailing address of 12920 SE 28th Street Bellevue, WA 98006, hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

1. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain, and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased, or controlled by LESSOR at 2701 Church Street, Layton, UT 84041 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part of hereof. The Premises is defined as a portion of the Property and is approximately 204.18 square feet, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. The Parties acknowledge and agree that Lessee has a separate agreement for the license of tower space pursuant to the Site License Acknowledgment between Lessee (or its predecessor-in-interest) and Global Signal Acquisitions II LLC, dated August 29, 2008 ("Tower Lease").

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for five (5) years beginning on the Commencement Date (as hereinafter defined) ("Initial Term"). The "Commencement Date" shall be November 21, 2026.

3. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms ("Renewal Terms"), unless Lessee terminates at the end of the then current term by giving LESSOR written notice of its intent to terminate at least three (3) months prior to the end of the Initial Term or then current Renewal Term. The Initial Term and all Renewal Terms shall be collectively referred to herein as the "Term." Rent, as defined below, shall increase by three percent (3%) of the Rent in effect for the previous year starting the second (2nd) year of the Initial Term and for each year thereafter, including any and all Renewal Terms. Despite the Initial Term and Renewal Terms set forth herein, in the event the Tower Lease expires or earlier terminates, this Agreement shall automatically terminate and shall have no further effect.

4. RENTAL.

a. Rent payments shall begin on the Commencement Date and be due at a total annual rental of Twenty-Four Thousand and 00/100 Dollars ($24,000.00), to be paid in equal monthly installments (the "Rent") on the fifth (5th) day of the month, in advance, to LESSOR at 437 N. Wasatch Dr., Layton, Utah 84041 or to such other

person, firm, or place as LESSOR may, from time to time, designate, in writing, at least thirty (30) days in advance of any Rent payment date by notice given in accordance with Paragraph 19 below. LESSOR and LESSEE acknowledge and agree that the initial payment of Rent shall not be delivered by LESSEE until sixty (60) days after the Commencement Date, at which time all outstanding Rent amounts shall be due. From that date forward, all Rent shall be due on the fifth day of the month as described above. Upon agreement of the Parties, LESSEE may pay Rent by electronic funds transfer and, in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. For any party to whom Rent is to be paid, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive Rent as is reasonably requested by LESSEE. Rent shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver Rent payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued Rent payments as directed by LESSOR.

5. ACCESS. LESSEE shall have a non-exclusive license for ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 25). LESSEE shall promptly repair, replace, restore or otherwise remedy any disturbances or damages caused to the Property as a result of any installation, operation or maintenance of the Antenna Facilities, as defined below, to a condition that is as good as or better than before the disturbance or damage occurred, reasonable wear and tear and loss by casualty excepted.

6. CONDITION OF THE PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 22).

7. IMPROVEMENTS. The communications equipment including, without limitation, the shelter and ground space equipment and associated equipment, conduits,

fencing and other screening, and other improvements ("Antenna Facilities") shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. Subject to Federal, State and Layton City laws and regulations, LESSEE shall have the right to replace, repair, add or otherwise modify the Antenna Facilities or any portion thereof and the frequencies over which the Antenna Facilities, whether or not any of the Antenna Facilities or frequencies are listed on any exhibit. LESSEE shall obtain any required building permits prior to commencement of any modifications to Antenna Facilities.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence Lessee chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action, which would adversely affect the status of the Property with respect to LESSEE's Use.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines, in its sole discretion, that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines, in its sole discretion, any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary for any or no reason; (viii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, LESSEE shall indemnify and hold the LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the LESSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of Lessor, or its employees, contractors or agents. LESSOR will provide the LESSEE with prompt, written notice of any claim covered by this indemnification; provided that any failure of the LESSOR to provide any such notice, or to provide it promptly, shall not relieve the LESSEE from its indemnification obligation in respect of such claim, except to the extent the LESSEE can establish actual prejudice and direct damages as a result thereof. LESSOR will cooperate appropriately with the LESSEE in connection with the LESSEE's defense of such claim. LESSEE shall defend LESSOR, at LESSOR's request, against any claim with counsel reasonably satisfactory to LESSOR. LESSEE shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of LESSOR and without an unconditional release of all claims by each claimant or plaintiff in favor of LESSOR.

11. INSURANCE. LESSEE agrees to maintain during the term of this Agreement the following insurance policies:

a. Commercial general liability in the amount of $2,000,000.00 per occurrence for bodily injury and property damage and $4,000,000.00 in the annual aggregate. LESSOR shall be included as an additional insured as their interest may appear under this Agreement on the LESSEE's commercial general liability insurance policy. LESSEE shall maintain Workers Compensation Insurance are required by Utah law.

b. LESSEE shall provide LESSOR with a certificate of insurance within thirty (30) days of written request to do so. Such policy will provide that cancellation will not occur without at least thirty (30) days prior written notice to LESSOR.

c. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each party agrees to waive subrogation against the other party and to ensure said waiver is recognized by the insurance policies insuring the property.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 22, a violation of Paragraph 27, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. INTERFERENCE. LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. Except in the case of emergency operations, LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of forty-eight (48) hours following notice to the interfering party via telephone to LESSEE'S Network Management Center at 877-586-6762 or to LESSOR at (801) 336-3800, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

14. REMOVAL AT END OF TERM. Upon expiration or within ninety (90) days of earlier termination, LESSEE shall remove the Antenna Facilities (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the Antenna Facilities shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any

time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay Rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the Antenna Facilities is completed.

15. HOLDOVER. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the Rent in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then Lessee shall pay rent at one and a half times the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. RIGHTS UPON SALE. Should LESSOR at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

17. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the Rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions, or other impediments of title that will adversely affect LESSEE's Use.

18. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned, or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such

consent will not be unreasonably withheld, delayed, or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

19. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Layton City Corporation
437 N. Wasatch Drive
Layton, Utah 84041

LESSEE: T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ SL01506E

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within thirty (30) days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted thirty (30) days and diligently pursue the cure to completion within ninety (90) days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within five (5) days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted five (5) days and diligently pursue the cure to completion within fifteen (15) days after the initial written notice. The cure periods set forth in this Paragraph 20 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

21. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-

defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice.

22. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities.

23. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, Rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within forty-five (45) days, LESSEE may terminate this Agreement.

24. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the Antenna Facilities, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

25. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits). This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without regard to its conflict of law rules. Any legal action arising out of this Agreement shall be litigated and enforced under the laws of the State of Utah. For the purposes of this Agreement, LESSEE submits to the jurisdiction of the courts of the State of Utah, and that any legal action pursued

shall be within the exclusive jurisdiction of the courts of Second District, Davis County, State of Utah, without waiver of any rights to removal (if any) of removal to the United States Federal District of Utah. In the event of litigation relating to the subject matter of this Agreement, the prevailing party shall be entitled to receive from the other party its reasonable attorneys' fees and costs.

26. TAXES. LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within sixty (60) days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

27. NON-DISCLOSURE. The Parties agree that this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law, but at all times excluding a Party's employees, representative and contractors that have a need to know. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure. Nothing in this Paragraph shall be construed to exempt the parties from complying with the terms of the Government Records Access and Management Act.

28. AUTHORITY TO REGULATE. LESSEE acknowledges that nothing herein impairs LESSOR'S power and authority to regulate the zoning of telecommunications-related facilitates within LESSOR's City limits. LESSEE shall make proper applications for permits of approvals as required by Layton City Ordinance and keep the same permits or approvals current.

29. LESSOR'S RIGHT TO INSTALL ANTENNAS. LESSOR shall have the right to install whip antennas, the number of which will be determined at the time of request, for service communications purposes. LESSOR shall have the right to choose any and all contractors necessary for the performance of this work. All such work shall be performed at LESSOR's expense. LESSOR'S installation shall at all times be considered a subsequent use to LESSEE'S installation at the Site and therefore, LESSOR shall be responsible for resolving any technical interference problems with LESSEE'S equipment.

30. LESSOR'S RIGHT TO ALLOW CO-LOCATION. The monopole used by LESSEE shall be capable of co-location by at least one other PCS carrier in addition to LESSEE. LESSEE acknowledges that LESSOR may allow up to one additional carrier (including the LESSOR) to co-locate on the monopole. Any party desiring to locate on the monopole shall enter into a separate agreement with both the LESSOR and the Owner of the monopole for the use of the monopole.

31. RIGHT TO RELOCATE. LESSOR will have the one time right to relocate the Antenna Facilities, or any part thereof, to another location on the Property; provided, however, that:

a. Such relocation will be at LESSEE's sole cost and expense; be performed exclusively by LESSEE'S or its agents; not result in any interruption of the communications service provided by LESSEE on the Property; not impair, or in any manner alter, the quality of communication service provided by LESSEE on and from the Property; and be done in accordance with the terms and conditions of (b) and (c) below. Upon relocation of the Antenna Facilitates, the access and utility easements of LESSEE will be relocated as required to maintain the communications facility of LESSEE.

b. LESSOR will exercise its relocation right under Paragraph (a), above, by (and only by) delivering written notice (the "notice") to LESSEE. In the notice, LESSOR will propose an alternate location on the Property to which LESEE may relocate the Antenna Facilities. LESSEE will have sixty (60) days from the date it receives the notice to evaluate LESSOR'S proposed relocation site, during which period LESSEE will have the right to conduct tests to determine the technological feasibility of the proposed relocation site. If LESEE fails to approve such proposed relocation site, in writing, within said sixty (60) day period, LESSEE will be deemed to have disapproved such proposed relocation site. LESSEE'S approval of the proposed relocation site will not be unreasonably withheld or delayed. If LESSEE disapproves such relocation site, then LESSOR may thereafter propose another relocation site, which LESSOR and LESSEE agree upon in writing referred to hereinafter as the "Relocation Site." LESSEE will have a period of one hundred eighty (180) days after execution of a written agreement between the parties concerning the location and dimensions of the Relocation Site to relocate (at LESSEE'S expense) the Antenna Facilities to the Relocation Site.

c. Upon relocation of the Antenna Facilities, or any part thereof, to the Relocation Site, all references to the Premises in the Agreement will be deemed to be references to the Relocation Site. LESSOR and LESSEE hereby agree that the Relocation Site (including the access and utility right of way) may be surveyed by a licensed surveyor at the sole cost of LESSSEE, and such survey will then replace Exhibit B ("Site Plan" attached and incorporated by reference) and become part

hereof and will control or describe the Premises. Except as expressly provided in this Paragraph, LESSOR and LESSEE hereby agree that in no event will the relocation of the Antenna Facilities, or any part thereof, under Paragraph (b) above affect, alter, modify or otherwise change any of the terms and conditions of the foregoing Agreement.

32. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

LESSOR: Layton City, a Utah municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

_____

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

_____

For: CLINTON R. DRAKE, City Attorney

STATE Of UTAH)

:ss

COUNTY OF DAVIS)

On this _____ day of_____, 2024, personally appeared before me JOY PETRO, who being by me duly sworn did say that she is the Mayor of Layton City, a Utah municipal corporation, and that the foregoing Land Lease Agreement was signed in behalf of said corporation and she acknowledged to me that said corporation executed the same.

_____

NOTARY PUBLIC

TMO Site ID: SL01506E

TMO Lease ID: 3089

LESSEE: T-Mobile West LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)

:ss

COUNTY OF _____)

On this _____ day of_____, 2024, personally appeared before me _____, who being by me duly sworn did say that they are the _____of T-Mobile West LLC, a Delaware limited liability company, and that the foregoing Land Lease Agreement was signed in behalf of said company and acknowledged to me that said company executed the same.

_____

NOTARY PUBLIC

TMO Site ID: SL01506E

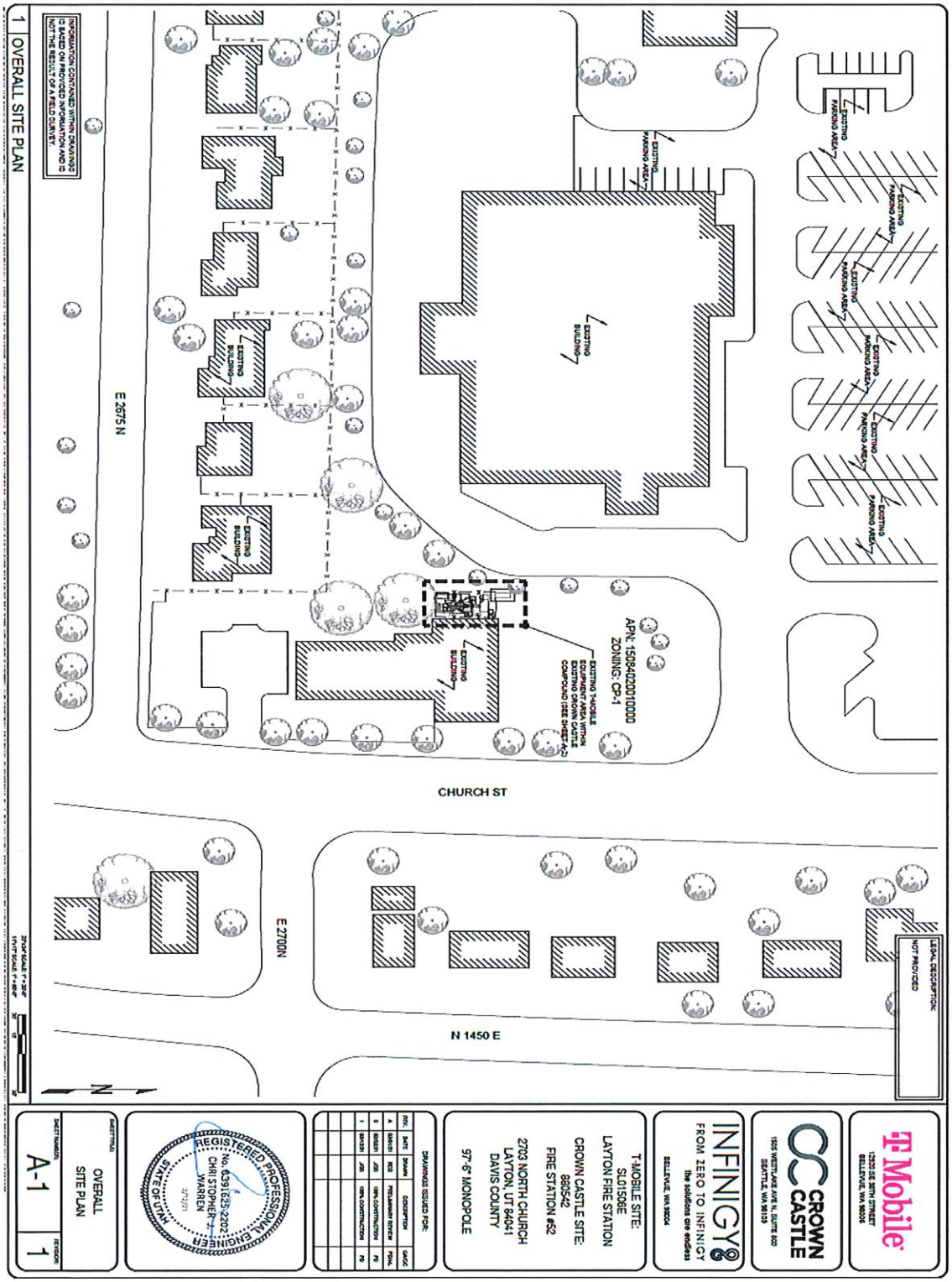
TMO Lease ID: 3089

EXHIBIT A

TMO Site ID: SL01506E

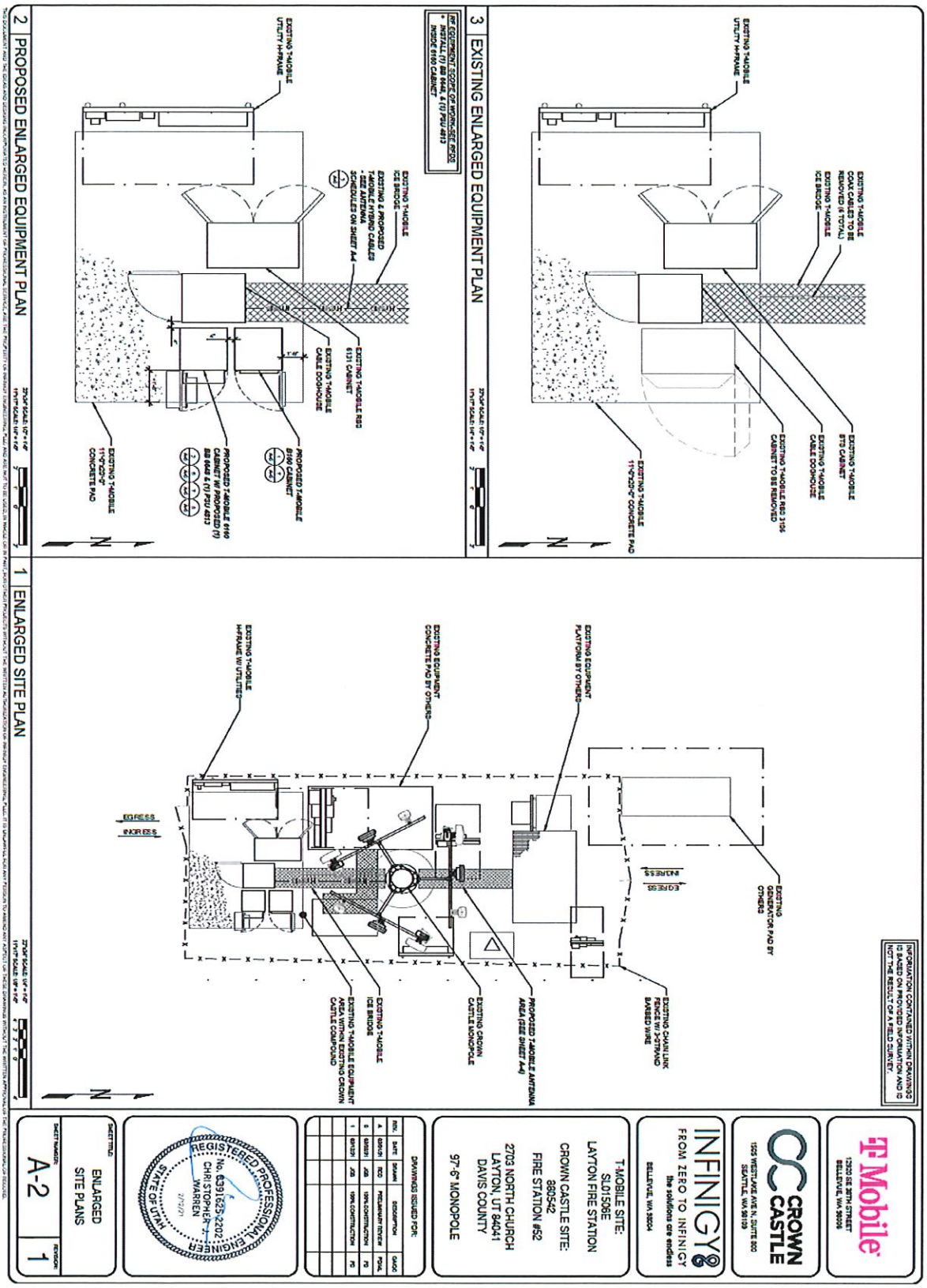
TMO Lease ID: 3089

EXHIBIT B



TMO Site ID: SL01506E

TMO Lease ID: 3089



TMO Site ID: SL01506E

TMO Lease ID: 3089

ADDITIONAL

PACKET

ATTACHMENTS

Layton

Community • Prosperity • Choice

November 21, 2024

City Council Meeting

Community & Economic Development Department

Layton

Community • Prosperity • Choice

5A. Anderson's Legacy Final Plat

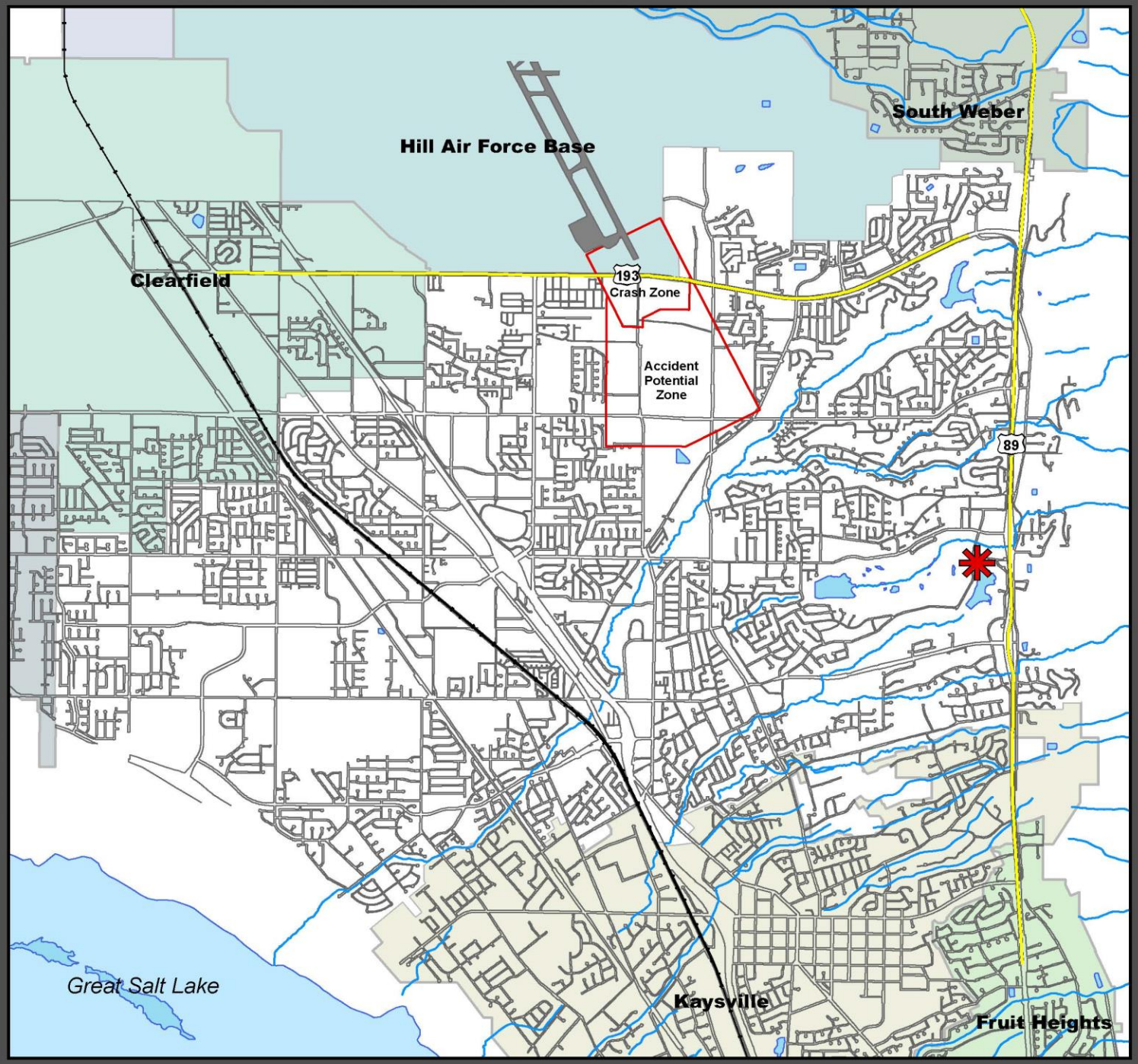
Community & Economic Development Department

Layton City

ANDERSON'S LEGACY SUBDIVISION

APPROXIMATELY 2650 EAST GENTILE STREET

FINAL PLAT



Legend

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

- Project Site

N W E S

Map 1

Layton City

ANDERSON'S LEGACY SUBDIVISION

APPROXIMATELY 2650 EAST GENTILE STREET

FINAL PLAT

Legend

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

- Project Area

N
W E
S

Map 2

Layton City

ANDERSON'S LEGACY SUBDIVISION

APPROXIMATELY 2650 EAST GENTILE STREET

FINAL PLAT

Legend

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

- Project Area

N
W E
S

Map 3

Anderson's Legacy

A part of the Southeast Quarter of Section 14, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey
Layton City, Davis County, Utah
August 2024

LEGEND

- Found Section Monument
- Calculated Section Position
- (Rec) Record
- (DCS) Davis County Surveyor
- Centerline Road
- Existing Parcel Line
- Survey Monument Line
- P.U.E.
- Lot Line
- Boundary Line
- Set Back Lines
- Set 5/8"x 24" Long Rebar & Cap w/ Lathe

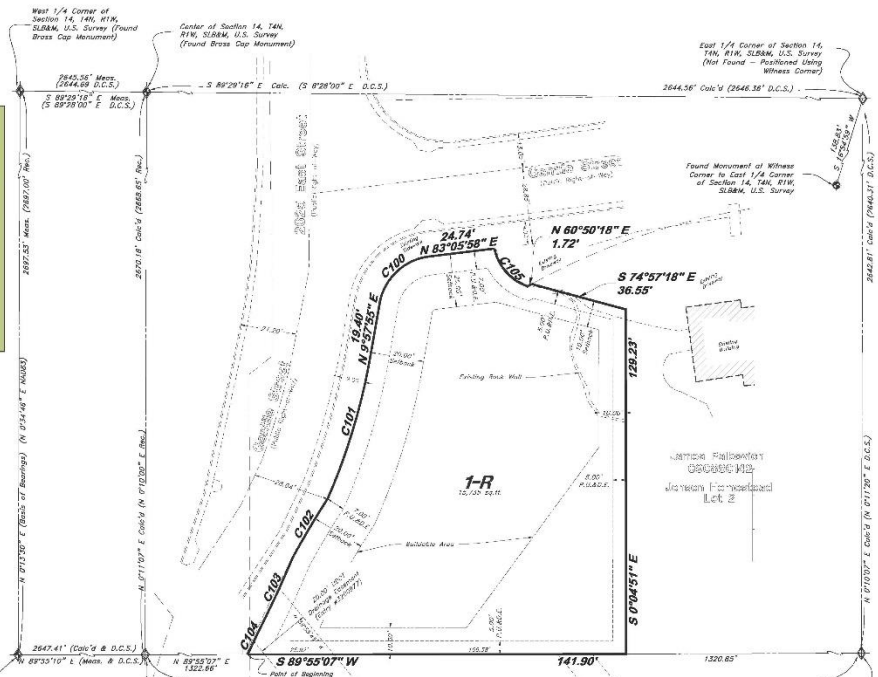
Scale 1" = 20'

Graphic Scale

VICINITY MAP
Not to Scale

Geotechnical Notes:

1. Each individual lot owner/building contractor/purchaser is responsible for complying with the geotechnical studies and reports completed by GMT Technical Services and peer review comments by GeoStrata. Layton City is not responsible for any engineering or inspection failure or any damages resulting therefrom. Any damage caused to public property, public interest in property, public improvements, or public facilities in the subdivision, by either a failure to comply with the referenced reports, shall be repaired by the party failing to comply therewith. Each lot owner/building contractor will be required to sign a document prepared by Layton City that indicates the existence of geotechnical reports regarding the subdivision and will comply with said reports.
2. The project structural engineer shall provide adequate structural reinforcement for the building design to accommodate additional settlement resulting from seismic deformation on the order of 4 inches (10 centimeters) to ensure that the life-safety egress requirements are met for the structure.
3. The lot owner/building contractor shall allow a GMT geotechnical engineer perform observations of the site grading prior to initiation of any construction and that GMT document their observations in a report submitted to Layton City for review prior to the City issuing a building permit. The lot owner/building contractor shall also allow a GMT geotechnical engineer perform a foundation excation observation for the foundation of the proposed residential structure prior to forming the foundation to allow GMT to assess the condition of the foundation subgrade and document their observations and assessments in a report submitted to Layton City for review prior to the City issuing a building permit. (See GMT response to review letter dated March 13, 2024 and GMT Geotechnical Engineering Study November 7, 2022 for additional information.)
4. The lot owner/building contractor shall provide any changes to the approved grading site plan to Great Basin Engineering Inc and GMT for review so they can assess the feasibility of the changes and whether the final conclusions and recommendations from GMT remain applicable.



Property line Curve Data

Curve #	Delta	Radius	Length	Chord Direction	Chord Length
C100	75°56'07"	71.53'	98.54'	N 44°57'13" E	96.49'
C101	13°30'47"	234.07'	55.20'	N 16°43'19" E	55.08'
C102	11°59'55"	373.50'	76.01'	N 30°38'56" E	76.01'
C103	4°06'29"	371.50'	26.64'	N 24°33'43" E	26.63'
C104	2°19'43"	338.50'	13.75'	N 25°37'57" E	13.75'
C105	59°29'21"	18.97'	19.70'	S 41°11'29" E	18.83'

SURVEYOR'S CERTIFICATE

I, Andy Hubbard, do hereby certify that I am a Professional Land Surveyor in the State of Utah, and that I hold License No. 6242920 in accordance with title 58, Chapter 22, of the Professional Engineers and Land Surveyors Licensing Act. I also certify that this plat of Anderson's Legacy 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 in the Davis County Recorder's Office and of a survey made on the ground in accordance with Section 17-23-17. Monuments have been set as depicted on this Drawing.

Signed this _____ day of _____, 2024.

6242920
License No.

Andy Hubbard

Tentative

OWNER'S DEDICATION

We, the undersigned owners of the hereon described tract of land, hereby set apart and subdivide the same into lots, and streets as shown on this plat, and name said tract Anderson's Legacy, and hereby dedicate, grant and convey to Layton City, Davis County, Utah, all those parts or portions of said tract of land designated as streets, the same to be used as public thoroughfares forever, and also dedicate to Layton City those certain strips as easements for public utility and drainage purposes over and across the portions of the lots designated as public utility and drainage easements 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 _____ day of _____, 2024.

Gwen N Anderson

ACKNOWLEDGMENT

State of Utah }ss
County of Davis }

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by _____

Residing at: _____
Commission Number: _____
Commission Expires: _____

A Notary Public commission in Utah

NARRATIVE

This Subdivision Plat was requested by Ms. Gwen Anderson for the purpose of creating a buildable parcel.

Brass Cap Monuments were found at the Southwest Corner, the West 1/4 Corner, and the Center of Section 14, T4N, R1W, SLB&M, U.S. Survey. A line bearing S 0°13'50" W between said Southwest Corner and said West 1/4 was used as Basis of Bearings. Property Corners were monumented as depicted on this drawing.
See Record of Survey #

BOUNDARY DESCRIPTION

A part of the Southeast Quarter of Section 14, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Commencing at the Southeast corner of said Section 14, thence 1,322.66 feet South 89°55'07" West along the Section line to the Point of Beginning, being the beginning of a curve to the right of which the radius point lies South 65°42'44" East; thence five (5) courses along the East Right of Way Line of 2825 East Street (Oneille Street) recently widened as follows: (1) Northwesterly along the arc of a 308.50 foot radius curve a distance of 13.35 feet (Central Angle equals 02°19'43" and Long Chord bears North 25°27'07" East 13.35 feet); to a point of reverse curvature to the left with a radius of 371.50 feet; and (2) Northeasterly along said arc a distance of 26.64 feet (Central Angle equals 04°06'29" and Long Chord bears North 24°33'43" East 26.63 feet noncentric with the right of way control line for Gentile Street (Project No. S0089(406)398) to the existing Easterly Right of Way Line of Oneille Street being a point on a non-tangent curve to the right having a radius of 373.50 feet; thence along said arc a distance of 76.01 feet, Central Angle equals 03°59'25" and Long Chord bears North 30°38'56" East 76.01 feet to a point 9.00 feet perpendicularly distant Easterly from the back of curb line being a point on a non-tangent curve to the left having a radius of 234.07 feet; thence four (4) courses along a line 9.00 feet perpendicularly distant Easterly and Southerly from the back of curb line as follows: (1) Northeasterly along said arc a distance of 55.20 feet, Central Angle equals 13°30'47" and Long Chord bears North 16°43'19" East 55.08 feet; (2) North 09°51'59" East 19.40 feet to a point on a non-tangent curve to the right having a radius of 71.53 feet; (3) Northeasterly along said arc a distance of 98.54 feet, Central Angle equals 75°56'07" and Long Chord bears North 44°52'13" East 96.49 feet to a point of non-tangency; and (4) North 83°05'58" East 24.74 feet to a point 0.50 feet West of an existing concrete driveway, being a point on a non-tangent curve to the left having a radius of 18.97 feet; thence Southeasterly along said arc a distance of 19.70 feet, Central Angle equals 59°29'21" and Long Chord bears South 41°11'29" East 18.83 feet to the South right of way line of Oneille Street to a point of non-tangency; thence North 60°50'18" East 1.72 feet along said Southerly right of way line; thence South 74°57'18" East 36.55 feet, thence South 00°04'51" East 129.23 feet to said Section Line; thence South 89°55'07" West 141.90 feet along said Section line to the Point of Beginning.

Containing 15,735 square feet
or 0.3612 acres, more or less.
(Rotate 0°21'18" Clockwise for NAD 83 Bearings)

FLOOD PLAIN

This property lies within an area having a Zone Designation X, an area of minimal flood hazard by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. 49011C0233F, with a Date of Identification of September 15, 2022, for community Panel No. 49011C0233F, in Salt Lake County, State of Utah, which is the current Flood Insurance Rate Map for the community in which said property is situated.

LAYTON CITY ATTORNEY

Approved by the Layton City Attorney this _____ day of _____, 2024.

Signature

LAYTON CITY ENGINEER

Approved by the Layton City Engineer this _____ day of _____, 2024.

Signature

HOLMES CREEK IRRIGATION CO.

Approved by Holmes Creek Irrigation Company this _____ day of _____, 2024.

Signature

LAYTON CITY PLANNING COMMISSION

Approved by the Layton City Planning Commission on the _____ day of _____, 2024.

Chairman

LAYTON 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 this _____ day of _____, 2024.

Attest _____

Title _____

Mayor

UTAH DEPARTMENT OF TRANSPORTATION

Approved as to form by the Utah Department of Transportation this _____ day of _____, 2024.

Signature

NOTES

1. Public Utility and Drainage Easement (P.U.&D.E.) as indicated by dashed lines, except as otherwise shown.
2. Subdivision total Area 15,735 sq.ft.
3. Verify location of existing sewer lateral if not in place, new lateral will need to be installed per Layton City standards.
4. Lots with -R designation are on Geotechnical requirements from reports and studies prepared by GMT technical services. (See Geotechnical Notes.).
5. The property is located within the Wildland Urban Interface and is required to have a severity assessment completed on all buildable lots in accordance with the 2006 WWUIC Appendix C.

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
_____ FILED FOR RECORD AND RECORDED, _____ AT _____ IN BOOK _____ OF OFFICIAL RECORDS, PAGE _____, RECORDED FOR

DAVIS COUNTY RECORDER

BY: _____ DEPUTY

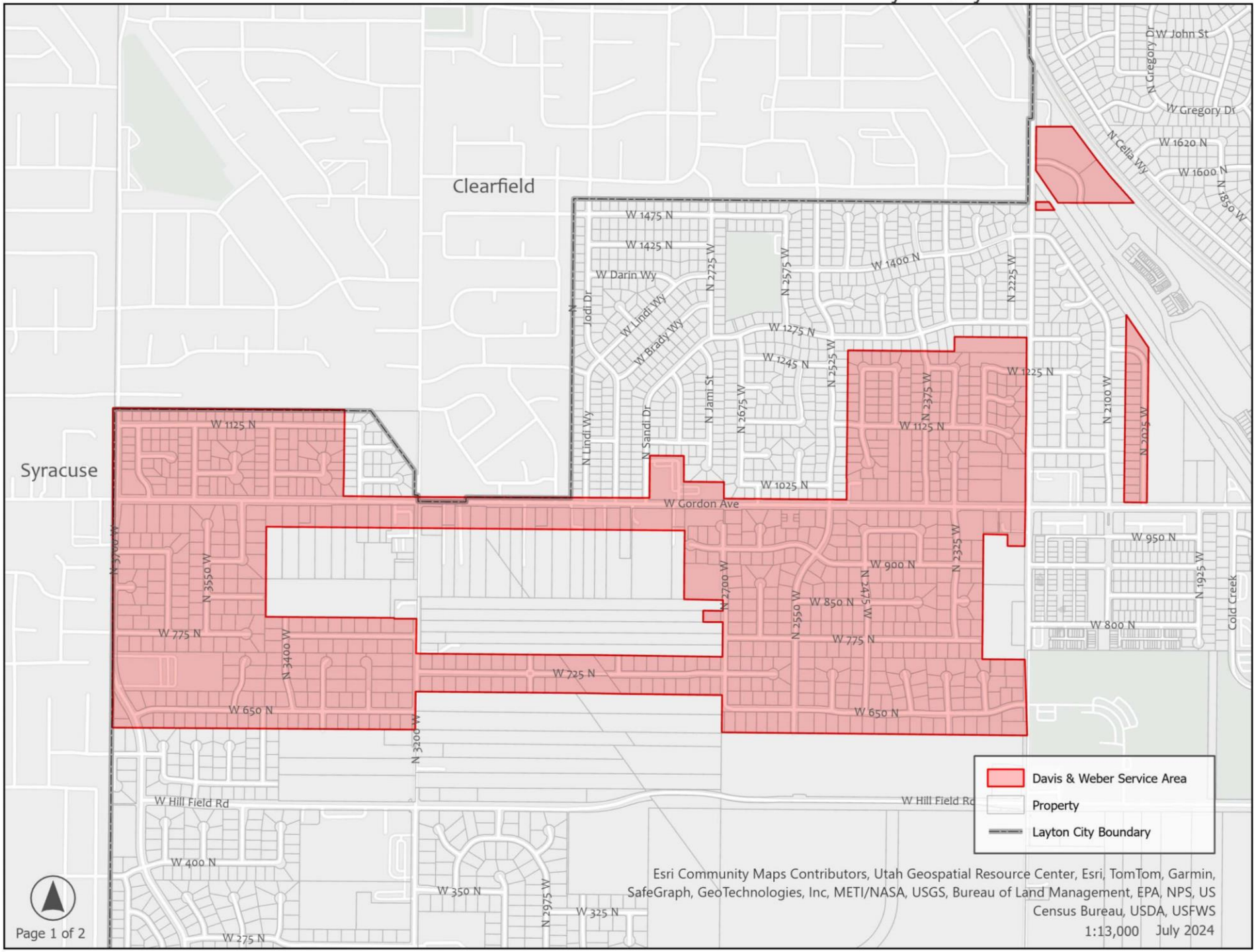
GREAT BASIN ENGINEERING
5746 South 1475 East Ogden, Utah 84403
MAIN (801)394-4515 SLC (801)521-8529 FAX (801)392-7544
WWW.GREATBASINENGINEERING.COM

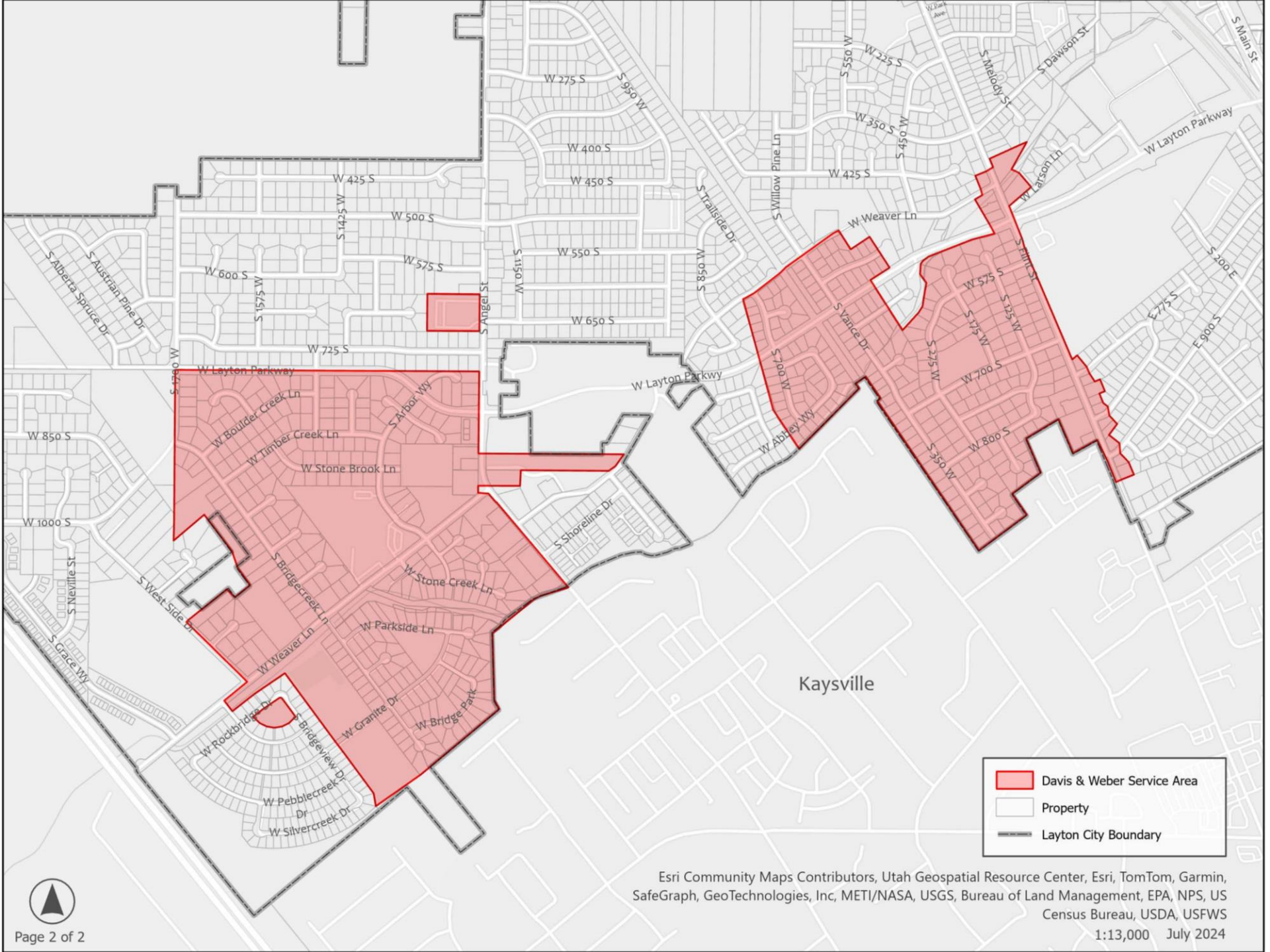
05N741-AP

Layton

Community • Prosperity • Choice

5B. Secondary Water Grant Agreement Award Resolution 24-33


Clearfield
Syracuse
W John St
N Gregory Dr
W Gregory Dr
N Celia Wy
W 1620 N
W 1600 N
N 1850 W
W 1475 N
W 1425 N
W Darin Wy
N 2725 W
N 2575 W
W 1400 N
N 2225 W
N Jodi Dr
W Lindi Wy
W Brady Wy
W 1275 N
W 1245 N
N 2525 W
W 1225 N
N Jami St
N 2675 W
N 2375 W
N 2100 W
N 2025 W
W 1125 N
N Lindi Wy
N Sandi Dr
W 1025 N
W Gordon Ave
N 3700 W
N 3550 W
W 950 N
N 2325 W
W 900 N
N 2700 W
N 2475 W
N 1925 W
Cold Creek
W 850 N
N 2550 W
W 800 N
W 775 N
N 3400 W
W 725 N
W 650 N
N 3200 W
W Hill Field Rd
W 400 N
W 350 N
N 2975 W
W 325 N
W 275 N
Davis & Weber Service Area
Property
Layton City Boundary
Esri Community Maps Contributors, Utah Geospatial Resource Center, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS
1:13,000 July 2024



Esri Community Maps Contributors, Utah Geospatial Resource Center, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS

1:13,000 July 2024

Proposed Financing Plan without Loan		
Total Meters	1,400	
Cost Per Connection (front yard)	$2,510.00	
Total Cost for Meters	$3,514,000.00	
American Rescue Plan Act (ARPA) Grant (Up to 65% of Total Cost or 10M)	$2,284,100.00	65.0%
Applicant (Layton City) Funds Needed (adjustable from 5.25% to 35% of Total Cost)	$1,229,900.00	35.0%
Board of Water Resources Loan (0 % to 29.75% of Total Cost)	$0	0.0%

Year	Quantity	Unit Cost	Total Cost
Late Winter/Spring 2026	500	$2,510.00	$1,255,000.00
Summer 2026	500	$2,510.00	$1,255,000.00
Fall 2026	400	$2,510.00	$1,004,000.00
Total	1,400		$3,514,000.00

Layton

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5C. Land Lease Agreement Resolution 24-32

Community & Economic Development Department