



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

REGULAR MEETING AGENDA OF THE CITY COUNCIL OF LAYTON, UTAH

PUBLIC NOTICE is hereby given that the City Council of Layton, Utah, will hold a public meeting in the Council Chambers of the City Center Building, 437 North Wasatch Drive, Layton, Utah, commencing at **7:00 PM on September 4, 2025**.

AGENDA ITEMS:

- 1. CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITION, APPROVAL OF MINUTES:**
- 2. MUNICIPAL EVENT ANNOUNCEMENTS:**
- 3. VERBAL PETITIONS AND PRESENTATIONS:**
- 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. Adopt the MyHometown Layton Community Initiative Cooperation Agreement between Layton City and The Church of Jesus Christ of Latter-day Saints – Resolution 25-44
 - B. Proposal Bid Award – Intersection and Trail Crossing Study – Methods Consulting – Resolution 25-43 – Currently Located on Gentile Street Between Sugar Street and Angel Street
 - C. Letter of Agreement Between Layton City and Davis Behavioral Health, Inc. Regarding the Handling of Culinary Water Impact Fees and Water Exaction Requirements – Resolution 25-45 – Approximately 850 South Main Street
- 6. PUBLIC HEARINGS:**
 - A. Proposed Amendments to Layton City Municipal Code, Title 19 Zoning, Chapter 19.02 Definitions, and Chapter 19.13 Development Plan Requirement for New Construction of a Single or Two-Family Dwelling in Layton City to Establish a Definition and Design Standards for Orientation of the Front Façade and Location of a Front Door for Single and Two-Family Dwellings – Ordinance 25-19
- 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 48 hours in advance at 801-336-3826 or 801-336-3820.

Citizen Comment Guidelines

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

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

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

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

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

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

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

Thank you.

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

Item Number: 5.A.

Subject:

Adopt the MyHometown Layton Community Initiative Cooperation Agreement between Layton City and The Church of Jesus Christ of Latter-day Saints – Resolution 25-44

Background:

The Church of Jesus Christ of Latter-day Saints (Church) and Layton City (City) have entered into a Community Initiative Cooperation Agreement (Agreement), and desire to set forth the responsibilities of both parties relative to aspects of the Agreement to help revitalize neighborhoods by refurbishing homes and buildings, renewing landscapes, and adding new educational opportunities through Community Resource Centers.

Alternatives:

Alternatives are to: 1) Adopt Resolution 25-44 to approve the MyHometown Layton Community Initiative Cooperation Agreement between Layton City and The Church of Jesus Christ of Latter-day Saints and authorize the Mayor to execute the Agreement, effective immediately upon adoption by the Council; 2) Adopt Resolution 25-44 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 25-44 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 25-44 to approve the MyHometown Layton Community Initiative Cooperation Agreement between Layton City and The Church of Jesus Christ of Latter-day Saints and authorize the Mayor to execute the Agreement, effective immediately upon adoption by the Council.

RESOLUTION 25-44

**ADOPTING THE MYHOMETOWN LAYTON COMMUNITY INITIATIVE
COOPERATION AGREEMENT BETWEEN LAYTON CITY AND THE CHURCH
OF JESUS CHRIST OF LATTER-DAY SAINTS**

WHEREAS, Layton City is committed to the health, safety, welfare, and prosperity of all its residents and recognizes that a strong community is built upon a foundation of active citizenship, community participation, and mutual cooperation; and

WHEREAS, the Church of Jesus Christ of Latter-day Saints has developed and implemented a community service program known as the “My Hometown” initiative, which focuses on empowering residents to improve their community through organized service projects and community education; and

WHEREAS, the City has identified opportunities for collaboration with other organizations to enhance city-wide beautification efforts, provide educational resources, and facilitate volunteer service projects that directly benefit Layton City and its residents; and

WHEREAS, the “My Hometown” initiative aligns with the City’s goals of fostering a strong sense of community, improving residential living conditions, and providing valuable resources that help residents develop new skills and better their circumstances; and

WHEREAS, the City and The Church of Jesus Christ of Latter-day Saints desire to enter into a Community Initiative Cooperation Agreement to define their respective roles and responsibilities within the “My Hometown” initiative within the City; and

WHEREAS, the City’s participation in this initiative is intended to positively impact the City through volunteer efforts coordination and efforts; and

WHEREAS, the City Council has reviewed the proposed Community Initiative Cooperation Agreement and finds that it is in the interest of health, safety, and welfare of the City and its residents to approve said agreement.

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

1. That the agreement entitled “Community Initiative Cooperation Agreement between The Church of Jesus Christ of Latter-day Saints and Layton City”, which is attached hereto and incorporated herein by this reference, be adopted and approved.
2. That the Mayor be authorized to execute the Agreement, incorporated herein by this reference.
3. This Resolution shall become effective immediately upon adoption by the City Council.

PASSED AND ADOPTED by the City Council of Layton, Utah, this **4th day of September, 2025.**

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder



APPROVED AS TO FORM



DEPARTMENT DIRECTOR

Community Initiative Cooperation Agreement

The Church of Jesus Christ of Latter-day Saints
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City Phone Number:	City Address:	City Email	Effective Date
801-336-3760	437 N Wasatch Dr Layton, UT 84041	mcloward@laytoncity.org	September 4, 2025

This COMMUNITY INITIATIVE COOPERATION AGREEMENT (this "Agreement") is made between THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("Donor"), and Layton City Municipal Corporation, a political subdivision of the State of Utah ("City"), to be effective as of _____ (the "Effective Date").

RECITALS

- A. Donor is a tax-exempt 501(c)(3) organization affiliated with the worldwide religious denomination The Church of Jesus Christ of Latter-day Saints (the "Church"). Donor conducts the nonprofit business of the Church in support of its religious, charitable, educational, and humanitarian purposes.
- B. City is a political subdivision of the State of Utah and is classified as a City of the second class under Utah Code § 10-2-301.
- C. City sponsors, organizes, and manages a number of programs and events designed to benefit, assist, and improve the quality of life for individuals living within or near its borders. City often is in need of assistance from volunteers and/or physical space where it can hold its Community Initiatives. As used in this Agreement, "Community Initiatives" is defined to include Operation My Hometown and other programs or events organized and operated by City where Donor provides some type of assistance.
- D. The parties desire to cooperate to fulfill their respective purposes.

The parties THEREFORE agree as follows:

AGREEMENT

1. THE PROJECT. Pursuant to the terms of this Agreement, Donor agrees to assist with recruiting volunteers and allow City to use certain real property Facilities (defined below) owned by Donor, and City agrees to screen, conduct any necessary background checks, train, and supervise volunteers, and take all reasonable steps when operating Community Initiatives other than Donor Events (defined below).

2. DONOR'S CONTRIBUTIONS. Donor will make the following contributions to City in support of City's Community Initiatives:

(a) **Volunteers.** Donor will assist City in recruiting volunteers from the community who are willing to help with City's Community Initiatives, including those willing to volunteer on an ongoing basis for at least one year ("Ongoing Service Volunteers") and those willing to assist with project-specific Community Initiatives that occur on a less frequent basis ("Project Volunteers"). Donor will gather and provide City with the names and contact information of potential Ongoing Service Volunteers. Donor will publicize and recruit Project Volunteers but is not required to provide lists of names in advance. City will conduct the level of review, vetting, background checks, approval, and training it feels necessary pursuant to Section 3(b). Subject to Section 3(b), Donor will designate one or more volunteer coordinators to liaise with City regarding City's volunteer needs.

(b) **Community Resource Center(s) and Facilities.** Donor owns improved real property within City boundaries and will identify one or more properties as potential Community Resource Center(s) ("Center(s)"). The Parties will consult and agree as to which identified property or properties will be designated as a Center.

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- i. **Donor Events.** Donor will host community activities inside the Center(s) ("Donor Events"), which could include, but are not limited to, classes or activities related to self-reliance, continuing education, personal enrichment, healthy living, sports, or other topics. Donor Events organized and operated by Donor will be in furtherance of City's Community Initiatives and Donor may use the name of any Community Initiative at the Center and in advertising.
- ii. **City Events.** With Donor's permission, City may use real property owned by Donor with the majority of each event occurring outside Center(s), (including but not limited to parking lots, pavilions, lawns, fields, etc.) for Community Initiatives (that real property, "Facilities"). Community Initiatives that take place on Facilities but that are organized and operated by City are "City Events." City Events may include but are not limited to food bank pickup, neighborhood fun nights, dances, sports, health fairs, or other neighborhood events.
- iii. **Project Plan.** City will request permission to use Facilities by contacting Donor regarding the proposed use. If the parties agree, they will execute a **Project Plan**, substantially in the form attached as Exhibit I, which sets forth (1) the address of the Facilities and property name, if applicable; (2) the portions of the Facilities that City would like to use; (3) the name of the City Event(s) to be held at the Facilities; (4) a description of the City Event(s) ("Program Objectives"); (5) the City Event(s)' start and completion dates and times, including whether the City Event will be held weekly, monthly, or at another regular interval; (6) whether City is requesting any donations from Donor in connection with the City Event(s) and, if so, a description of the donated services ("Services"), Commodities (defined below), or Funds (defined below) to be provided by Donor; (7) the parties' primary contacts for the City Event(s); and (8) any special, unique, or limiting circumstances pertaining to the City Event(s). In addition, City will execute a Temporary Use Agreement ("TUA"). City's use of Facilities will be governed by this Agreement, the Project Plan, and the TUA executed by the City.

The parties acknowledge that, in many or most cases, Centers will be houses of worship and Facilities will be the property surrounding the houses of worship. The parties agree that any house of worship will remain a house of worship. Donor will maintain its religious symbols and may reserve any portions of any Center or Facility for its exclusive use at its sole discretion.

No Center or Facility, including but not limited to houses of worship, will be used by the City or its invitees or guests as a place of protest, demonstration, advertising, canvassing, proselytizing, commerce, merchandising, or politicking. Nor will any Center or Facility be deemed or become a forum for free speech during a Community Initiative or otherwise, whether public, designated, limited, or otherwise. Donor may, at its sole discretion, immediately terminate this Agreement as well as any Project Plan and TUA if anyone alleges, claims, or asserts that any Center or Facility is any type of forum for free speech.

(c) **Commodities.** City may request, and at Donor's discretion it may contribute, commodities such as food, clothing, hygiene supplies, or other items ("Commodities") to be distributed without charge to assist with Community Initiatives. Pursuant to Section 2(b), any agreement to contribute Commodities will be memorialized in a Project Plan, substantially in the form attached as Exhibit I.

(d) **Funds.** Either City or Donor may contribute cash ("Funds") to further assist with Community Initiatives. Pursuant to Section 2(b), any agreement to contribute Funds will be memorialized in a Project Plan, substantially in the form attached as Exhibit I.

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3. CITY'S RESPONSIBILITIES. Except for Donor Events, City is solely responsible for operating its Community Initiatives, including but not limited to determining the means and methods for achieving City's purposes, including but not limited to any objectives described in this Agreement or a Project Plan. City will be solely responsible for all aspects of planning, conducting, and operating Community Initiatives, including but not limited to determining the sufficiency of the Facilities (if applicable); supplying all necessary equipment and supplies; contracting with any necessary service providers; determining personnel and volunteer needs; vetting, training, assigning, and supervising volunteers; determining hours of operation; assessing risks and instituting safety and security protocols; etc. With regard to these duties, and except for Donor Events, City additionally expressly agrees, represents, and warrants as follows:

(a) **Operations.** As the party responsible for planning and operating Community Initiatives, City represents and warrants that its professional staff or designated volunteers have the experience and training needed to operate Community Initiatives consistent with industry best practices and all applicable government requirements. City further agrees that it will:

- i. Carefully review and reject or approve projects and events connected to Community Initiatives and keep records related to such review, rejection, or approval;
- ii. Promptly obtain and maintain any other permits, licenses, or government approvals that might be required for any Community Initiative;
- iii. Comply with industry best practices and any applicable professional standards;
- iv. Arrange for and train sufficient paid personnel or city-authorized volunteers ("Staff") to manage, monitor, and supervise any Community Initiative;
- v. Be solely responsible for the performance of its Staff, volunteers, and service providers;
- vi. Maintain records of Community Initiatives related to this Agreement according to applicable laws and professional standards and make such records available to Donor for inspection; and
- vii. Treat the personally identifiable information of any individuals participating in a Community Initiative in accordance with Utah law governing records held by a governmental entity.

(b) **Vetting, Training, and Managing Volunteers.** Except for Donor Events, City expressly agrees that it is solely responsible for vetting, training, assigning, and supervising volunteers, including all volunteers recruited by Donor. City will conduct appropriate checks into the backgrounds of all volunteers likely to interact with participants in Community Initiatives (in addition to any other screening City elects to conduct) and will exclude any volunteers who may reasonably pose a risk to others. Moreover, City will train and supervise volunteers in their roles and how to appropriately interact with participants to reduce risks. To the degree City enlists volunteers, such as Ongoing Service Volunteers or Donor's volunteer coordinators, to assist in training, coordinating schedules, facilitating assignments for volunteers, or otherwise assisting in Community Initiatives, City agrees that such coordinators will provide this assistance only under City's direction and control. Unless otherwise agreed by City and Donor, City will not require or permit volunteers to: handle cash; operate machinery or equipment without the necessary experience, training, or licensure; render professional services or opinions unless licensed; or interact unsupervised with children or vulnerable adults. Under no circumstances may volunteers provide babysitting or childcare services. City represents and warrants that volunteers are covered under City's policies of insurance, as provided in Section 3(h).

(c) **Equipment Provided by City.** City may, in its sole discretion, donate computers, furniture, or

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other equipment to assist in the operation of Centers or Facilities. City relinquishes all ownership rights to such items and the items will be considered a donation to Donor without any obligation or expectation that Donor pay for, maintain, or return the items. To avoid confusion, City will provide a written inventory (email is sufficient) or confirm the accuracy of an inventory prepared by Donor (email is sufficient) listing the computers, furniture, and other equipment that is donated.

(d) **Abuse Reporting.** City will ensure that any allegation of abuse of which City becomes aware is timely reported to law enforcement authorities.

(e) **Commodities.** All Commodities provided for Community Initiatives will be distributed free of charge. In no event may Donor's Commodities be sold to anyone. City will not modify, remove, or replace the original labeling on any Commodities. All original labels must remain intact as received from Donor.

(f) **Unused Funds or Commodities; Redistribution.** If City uses less than all of the Donor-provided Funds or Commodities intended for a Community Initiative, City will, within 30 calendar days after the Completion Date stated in the applicable Project Plan, (i) return the unused Funds or Commodities to Donor according to Donor's instructions, (ii) reallocate the unused Funds or Commodities to a different Community Initiative as instructed by Donor, or (iii) redistribute them to a Subgrantee pursuant to Section 3(f).

(g) **Redistribution.** City will not redistribute Funds or Commodities to any other organization without Donor's prior written approval. Redistribution of Funds or Commodities will be permitted only if (i) the entity receiving the redistributed Funds or Commodities is a government agency or a public charity as defined under sections 501(c)(3) and 509(a) of the U.S. Internal Revenue Code (that agency or charity, a "Subgrantee"); (ii) City notifies Donor in writing of the proposed redistribution to Subgrantee; (iii) Donor approves the redistribution in writing within 14 calendar days; (iv) City does not charge a fee for the redistribution, except for reasonable shipping costs; (v) each Subgrantee agrees in writing to comply with the terms of this Section 3(f); and (vi) City's Reports, as required by Section 3(h), include the outcomes achieved by the redistribution.

(h) **Reports.** City will provide the following written reports and acknowledgments to Donor ("Reports") according to the deadlines specified below:

- i. An acknowledgment of the receipt of all Funds and Commodities provided by Donor within 7 calendar days after receipt. If Donor provides Funds or Commodities in separate installments or shipments, City will provide Donor with an acknowledgment after each installment or shipment.
- ii. Upon written request from Donor for each Community Initiative for which Donor provides Funds or Commodities, a project report within 30 calendar days after the Community Initiative's Completion Date. The project report must include information and data demonstrating (1) how City used the Facilities, Funds, and Commodities (as applicable), including reasonably verifiable information clearly showing that City used all Funds and Commodities consistent with Donor's and the Program Objectives and, if applicable, that the Funds and Commodities were used in the Community Initiatives; (2) how the Program Objectives were achieved; (3) the Community Initiative's Completion Date; and (4) the dates when City used all Funds and Commodities.
- iii. Any other reports as requested by Donor.

(i) **Insurance.** Consistent with the Governmental Immunity Act, the City will maintain any insurance coverage required by law during the term of this Agreement and, upon Donor's request, will deliver to Donor evidence of any such required insurance coverage.

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4. COMMUNICATIONS BETWEEN THE PARTIES. Whenever practical, communications to a party regarding the day-to-day operations of the Project will be made to the party's primary contact. Each party will inform the other promptly of any contact information changes

i. The primary contact for Donor is:

Name: Brent Craven
Telephone: 801-549-8482
Address: 748 East 700 South Layton 84041
Email address: cravenbr@gmail.com

ii. The primary contact for City is:

Name: Morgan Cloward
Telephone: 801-336-3760
Address: 437 N Wasatch Dr. Layton, UT 8441
Email address: mcloward@laytoncity.org

5. RELATIONSHIP OF THE PARTIES. Nothing contained in the Agreement will be construed as making Donor and City partners, joint ventures, employer/employee, agents, alter egos, or representatives of each other or any other entity. City, its Staff, and volunteers are not employees of Donor now or in the future, nor are they entitled to statutory benefits of workers' compensation or unemployment charged to Donor or fringe benefits of any kind from or on Donor's behalf. Donor will have no ownership interest, management rights, obligations, or discretion with respect to City or its operations as a result of Donor's donations or assistance to Community Initiatives. Neither party will obligate the other for any debts or liabilities (except those expressly assumed hereunder) nor represent that it has authority to legally bind the other. The parties' relationship is non-exclusive. Donor may provide funds, commodities, services, and facilities to other parties, including funds, commodities, services, and facilities that are similar to those provided to City. The parties will provide information and documentation to each other as necessary to demonstrate their performance of their responsibilities under this Agreement and any amendments thereto. Donor may monitor Community Initiatives and City will permit Donor, at Donor' sole expense and upon reasonable notice, to inspect and audit City's operations, procedures, and business records relating to each Community Initiative or City Event.

6. WARRANTIES.

(a) **Mutual Warranties.** Each party represents and warrants that, as of the Effective Date and during this Agreement's term, (i) the party will comply with all international, federal, state, and local laws, rules, regulations, and ordinances applicable to its performance of, and the discharge of its duties under, this Agreement; (ii) the party has no disability, restriction, or prohibition that will interfere in any manner with its ability to enter into, fully comply with, and perform its responsibilities under this Agreement; (iii) the party's execution, delivery, and performance of this Agreement is authorized; and (iv) the undersigned representative is authorized to execute this Agreement on the party's behalf.

(b) **All Other Warranties Disclaimed.** Donor DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE FUNCTIONALITY, QUALITY, SAFETY, OR EFFECTIVENESS OF ANY COMMODITIES OR SERVICES PROVIDED FOR THIS PROJECT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. City accepts the Commodities and Services AS IS, WITH ALL FAULTS, and understands that Donor makes no representations, promises, or warranties regarding the Commodities' or Services' quality, functionality, or fitness for a particular purpose. Donor has used best efforts to find, purchase, or produce quality Commodities and Services, but Donor does not warrant or guarantee that any

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Commodity or Service will substantially comply with its intended purpose or design. City is responsible for conducting quality control by inspecting the Commodities and Services and verifying that each Commodity or Service meets the intended need before use. For wearable Commodities, City will also launder and apply protective chemicals to sanitize or disinfect the Commodities before use, as City determines may be needed.

7. INDEMNIFICATION. City will indemnify, hold harmless, and defend Donor, its affiliates, officers, directors, agents, employees, and volunteers from and against all claims or actions arising out of (a) the acts or omissions of City, its officers, directors, agents, Staff, Ongoing Service Volunteers, Project Volunteers, or other volunteers (collectively, "City's Agents") under this Agreement; (b) the violation of law by City or City's Agents; (c) City's failure to obtain licenses, permits, permissions, copyrights, and any intellectual property rights associated with any and all photographs, stories, and other information related to a Project that City shares pursuant to Section 9; or (d) any breach of any other representation or warranty made by City under this Agreement.

8. LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES UNDER THIS AGREEMENT OR PROJECT PLAN. THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY FOR ALL LOSSES, COSTS, LIABILITIES, DAMAGES, AND EXPENSES IN CONNECTION WITH A CLAIM UNDER THIS AGREEMENT OR PROJECT PLAN HEREUNDER WILL BE \$50,000.00 (USD) OR 10% OF THE TOTAL VALUE OF CASH OR COMMODITIES DONATED FOR A SPECIFIC COMMUNITY INITIATIVE OR CITY EVENT, WHICHEVER IS LESS, EXCEPT IN CONNECTION WITH (A) PERSONAL INJURY, LOSS OF LIFE, OR PHYSICAL DAMAGE TO PREMISES OR PROPERTY; (B) CASES OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; OR (C) ANY INDEMNIFIED CLAIM.

9. PUBLICITY; LICENSES. This Agreement does not affect the parties' ownership of intellectual property rights or grant a license to use the parties' intellectual property except as expressly set forth herein and only during the term of this Agreement, as follows:

(a) **License to My Hometown.** To the extent City owns any rights to the names "My Hometown," "MyHometown," "Operation My Hometown," or "Operation MyHometown" and any logos connected to those names, City grants Donor a perpetual, world-wide, royalty-free, nonexclusive license to use such names in any format and for any purpose, including but not limited to using the names in connection with Community Initiatives, Donor Events, and similar programs or events in other cities, unless City directs otherwise in writing before the first use of any My Hometown name in a particular location.

(b) **Trademark License.** Upon prior written consent, each party may grant the other party a non-exclusive, non-transferable (except to affiliates), revocable license to use the party's (or an affiliate's) name, trademark, service mark, logo, and other identifying mark, authorized samples of which are attached as Exhibit II (collectively, the "**Logo**") during this Agreement's term solely for publicity approved in writing by the parties and to comply with such party's obligations under this Agreement, and for no other purpose. Each such use of a party's Logo will strictly comply with this Section 9 and such party's brand guidelines. Either party may terminate the trademark license granted in this Section 9 with or without cause upon written notice.

(c) **Approval of Publicity.** Neither party may, without the other party's prior written approval, advertise, publicize, or issue a press release containing any information regarding this Agreement or the parties' relationship to any person, organization, or media entity. Absent such prior written approval, a party may not use the other party's name or Logo in any way that implies endorsement of the party, its affiliates, or activities.

(d) **Nature of Publicity.** Whenever publicity is approved by a party, the other party will avoid any communications or activities that would imply or give the appearance of an endorsement of one party by the

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other or the Church beyond that stated in specific text approved in writing by the party or that might be inferred by the nature of a specific Project. City will immediately notify Donor in writing if City becomes aware of any threatened or alleged infringement of Donor's intellectual property rights while executing a Community Initiative under this Agreement.

(e) **Use of Likeness.** If City shares photographs, stories, or other information regarding a Community Initiative with Donor, City (i) grants Donor a perpetual, nonexclusive license to use such photographs, stories, and other information in any format, including but not limited to social media, unless City directs otherwise in writing; (ii) authorizes Donor to use the name, image, likeness, voice, or other representation of City and City's Agents contained in the shared information in perpetuity, in all media, and in all territories, without compensation to City and City's Agents, in activities including, but not limited to, creating reports, training materials, and promotional materials for internal and public relations purposes; and (iii) represents that it has or will obtain any necessary licenses, permissions, copyrights, and any other intellectual property rights associated with any and all photographs, stories, and other information related to the Project.

10. CONFIDENTIAL INFORMATION.

(a) **Definition.** For purposes of this Agreement, "Confidential Information" means all information normally or reasonably considered to be private or confidential relating to the business, activities, or operations of a party or any affiliate thereof, including, but not limited to, trade secrets, know-how, research, and work product; business plans, policies, procedures, notes, agendas, presentations, calendars, meeting content, departmental plans, projects, and strategies; personnel and volunteer information; financial and legal information; and product and customer information. Confidential Information expressly includes information relating to the Church's membership, financial, or ecclesiastical affairs.

(b) **Obligations.** Each party receiving Confidential Information from the disclosing party will consider all such Confidential Information to be confidential and will not disclose any such Confidential Information to any other person unless the party furnishing the Confidential Information consents in writing to such disclosure. The receiving party will promptly notify the disclosing party of any unauthorized use or disclosure of the disclosing party's Confidential Information. Confidential Information will not include, and no obligation will apply to, information that (i) was known to the receiving party before being furnished by the disclosing party, (ii) was publicly known before disclosure, (iii) becomes known to the receiving party from a third party not under an obligation of secrecy to the party disclosing such information, or (iv) is developed by the receiving party without the use of the disclosing party's Confidential Information. Upon a party's request, the other party will promptly return or destroy copies of any media or materials containing Confidential Information. This Section 10 will be binding upon the parties and their successors and assigns until such time as the disclosing party no longer considers the Confidential Information to be confidential; however, the parties expressly understand and agree that any membership, financial, or ecclesiastical information relating to the Church will remain confidential indefinitely.

(c) **Equitable Relief.** The parties acknowledge and agree that the unauthorized disclosure or use of the other party's Confidential Information may cause substantial and irreparable injury to the other party; money damages will not adequately compensate for such injury; and to the extent available, such other party is entitled to seek, among other remedies, immediate injunctive and other equitable relief for any breach of this Section 10.

(d) **GRAMA.** The parties acknowledge and agree that the City is a governmental entity and is required to comply with the Government Records Access and Management Act ("GRAMA"). No provision of this Agreement shall be deemed to require the City to take any action that would violate GRAMA.

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11. TERM AND TERMINATION; SURVIVAL. The term of this Agreement commences on the Effective Date and will, subject to the provisions hereof, terminate three years from the Effective Date; *provided, however,* that unless Donor delivers written notice to City on or before 30 calendar days before the expiration of the initial or any renewal term, the term of this Agreement will automatically be extended on a month-to-month basis. The parties may terminate this Agreement at any time for business convenience, for any or no reason, and without penalty, liability, or obligation of any kind by delivering written notice to the other party, except that any Project Plan for a City Event still in effect as of this Agreement's termination will remain in effect subject to this Agreement's terms until the termination of the Project Plan or City Event or within 30 days, whichever is sooner. The following provisions will survive this Agreement's termination for any reason: Sections 1, 3, and 6–12.

12. GENERAL TERMS.

(a) **Severability.** If a court holds any part of this Agreement to be invalid, except for clauses determined by Donor as significant or essential, the rest of the Agreement will remain in effect as written. For clauses Donor determines in its sole discretion as significant or essential, the parties will mutually agree in writing on a replacement provision. If a replacement provision cannot be agreed upon, Donor may terminate this Agreement immediately upon written notice to City.

(b) **Successors and Assigns.** This Agreement will inure to the benefit of and bind the parties' permitted successors and permitted assigns; however, except as provided herein, neither party will have the right to subcontract, delegate or assign its rights or obligations under this Agreement to any other person or entity without the other party's prior written consent, which consent may be withheld in the other party's sole discretion.

(c) **Attorney Review; Construction.** Neither party will be deemed the drafter of this Agreement for the purpose of interpreting any provisions. In negotiating and drafting this Agreement, each party had full opportunity to consult an attorney of its choosing. Captions and headings are for ease of reference and do not define or limit the scope of any terms contained herein or in any attachment hereto. As used herein and as is reasonable given the context, all words include the masculine, feminine, or neuter gender; singular words include the plural; plural words include the singular; "and" includes "or"; and "including" means "including, but not limited to,".

(d) **Notices.** Any official notice given under this Agreement will be in writing and sent via email, U.S. mail, commercial courier service, or another manner reasonably calculated to reach the other party. Official notices (in contrast to day-to-day communications) will be addressed to the person and address designated below (or such other person or address as the parties may designate on 10 calendar days' notice pursuant to this Section 12(d)). All notices will be effective upon receipt.

Donor

The Church of Jesus Christ of Latter-day Saints
Attn: Blaine Maxfield--WSR
50 East North Temple
Salt Lake City, UT 84150
Email: Blaine.Maxfield@ChurchofJesusChrist.org

City

Layton City Municipal Corporation
Attn: Morgan Cloward
437 N Wasatch Dr.
Layton, UT 84041
Email: mcloward@laytoncity.org

Community Initiative Cooperation Agreement

The Church of Jesus Christ of Latter-day Saints
Layton City (Utah)

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With a copy to (which copy will not constitute notice):

Office of General Counsel
Attn: David Hancock
50 East North Temple
Salt Lake City, Utah 84150
Email: David.Hancock@ChurchofJesusChrist.org

(e) **Governing Law; Jurisdiction; Venue; Attorneys' Fees.** The laws of the State of Utah, United States of America, without regard to conflicts of law provisions, govern this Agreement. The state and federal courts of the State of Utah will have exclusive jurisdiction over all disputes relating to this Agreement. The parties consent to the jurisdiction of said courts and waive any objection that venue in such courts is inconvenient. The prevailing party in any judicial action or proceeding arising out of this Agreement will be entitled to recover its costs and reasonable and necessary attorneys' fees.

(f) **Anti-Bribery Laws.** City represents and warrants that (i) it has not taken or permitted, and will not take or permit, any action that may violate any anti-bribery or anti-corruption laws of the countries in which City operates or the U.S. Foreign Corrupt Practices Act of 1977, as amended; and (ii) no funds, materials, and equipment under its control, including those provided by Donor to City under this Agreement, will be used to support individuals or entities associated with terrorism. City will comply with all applicable anti-terrorism financing and asset control laws and executive orders. If City violates or is accused of violating this provision, Donor may immediately terminate this Agreement.

(g) **Force Majeure.** A party's delay or nonperformance is not a breach of this Agreement if causes beyond that party's reasonable control prevent or substantially hinder the party from performing its good faith obligations under this Agreement, including, but not limited to, war or military action; natural or man-made disaster; weather events; civil disturbance; act of God or public enemy; terrorist act(s); outbreak of infectious disease or any other public health crisis; compliance with any lawful or unlawful governmental order, law, rule, or restriction; shortage or inability to obtain critical material or supplies; disruption of transportation facilities or services; industry-, region-, or nationwide strike or other labor difficulty; or other similar events beyond the affected party's reasonable control (each, a "Force Majeure Event"). If a Force Majeure Event occurs, either party may terminate this Agreement by written notice to the other party, and upon such termination, (i) Donor will be released and discharged from any and all obligations under this Agreement or any Project Plan; (ii) City will vacate and remove all personal property from any Facilities connected to a City Event; and (iii) City will return to Donor all remaining Funds and Commodities not reasonably expended or distributed in connection with a City Event before the Force Majeure Event occurred.

(h) **Miscellaneous.** This Agreement is not intended and must not be construed in any way to create any third-party beneficiary rights in any person not a party hereto. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter of this Agreement. This Agreement may be amended or modified only in writing executed by both parties. The failure of any party to insist upon strict performance of any of the provisions contained herein will not be deemed a waiver of any rights or remedies that such party may have and will not be deemed a waiver of any subsequent breach or default. If the parties sign this Agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.

Community Initiative Cooperation Agreement

The Church of Jesus Christ of Latter-day Saints
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

LAYTON CITY, a political subdivision of the State of
Utah

THE CHURCH OF JESUS CHRIST OF LATTER-DAY
SAINTS, a Utah corporation sole

By: _____
Title: _____

By: _____
Title: _____

Approved as to Form

By Jodlyn Applegate
Date 9/17/25

Community Initiative Cooperation Agreement

The Church of Jesus Christ of Latter-day Saints
Layton City (Utah)

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Exhibit I

Form of Project Plan

Project Plan

Name [CITY]	Event Number [Project #]
City Event Name(s) [City Event Name]	Event Start Date [Start Date] Event Completion Date [Completion Date]

This Project Plan is dated [Project Plan date] and is attached to and constitutes an integral part of the Community Initiative Cooperation Agreement, dated as of [Agreement date], as amended (the "Agreement"), between The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("Donor"), and [CITY], a political subdivision of the State of Utah ("City").

Pursuant to the Agreement, the parties agree to cooperate in the event(s) described below (the "City Event(s)"). Capitalized terms not otherwise defined in this Project Plan will have the meaning assigned to them in the Agreement. Any changes to this Project Plan must be substantially in the same form as this Project Plan.

The City Event(s):

Provide a brief description of the City Event or Events:

Address:

Identify the physical address where the City Event will take place:

Program Objectives:

Describe the Program Objectives, including the City Events' intended Participants:

- _____
- _____
- _____

Start and Completion Date: The Project will start on the Start Date and be completed by the Completion Date stated above.

Facilities (if applicable):

- *List the address and property name (if any) of the Facilities that Donor will make available as part of the City Event:*

If Donor makes its Facilities available to City as part of the City Event, pursuant to Section 2(b) of the Agreement, City agrees to execute and abide by a Temporary Use Agreement ("TUA") with Donor, which is attached to this Project Plan. Among other things, the TUA outlines the time of use and City's obligations in connection with its use of the Facilities. The TUA is a condition precedent to, and will be deemed a part of, the Project Plan.

Budget (if applicable): Donor agrees to provide the following Funds, Commodities, Services, and/or Facilities for the Project:

- **Funds:** up to \$ _____ USD total, with funds to be allocated according to the Budget categories listed below:
 - \$ _____ USD for [Category name]
 - \$ _____ USD for [Category name]
- **Commodities:** *Describe any Commodities that Donor will provide as part of the Project, if any:* _____.
- **Services:** *Describe any Services that Donor will provide as part of the Project, if any:* _____.

Payments by Church Charities: Donor or an affiliate will provide the Funds to City as follows, if applicable:

Within 14 calendar days from the date of this Project Plan or
when Donor receives a completed Vendor Setup Form from

City Bank Account Information:
Bank Name:

Community Initiative Cooperation Agreement

The Church of Jesus Christ of Latter-day Saints
Layton City (Utah)

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City (if applicable), whichever is later, Donor will make a payment of \$ USD by electronic transfer to City's bank account as designated herein.

Bank Address:
Account #:
Routing #:

If payments will be made by installment, describe the schedule, amounts, and any expectations City must fulfill to be eligible to receive additional payments:

City's Contributions:

Describe any funds, items, services, or facilities that City will provide as part of the City Event, if any:

Reports:

Describe any Reports that City will provide in addition to the Reports required under Section 3(g) of the Agreement, if any:

Primary Contacts:

Communications to a party under this Project Plan will be made to each party's primary contact, as follows:

Donor:

Name: Brent Craven
Telephone: 801-549-8482
Address: 748 East 700 South Layton 84041
Email: cravenbr@gmail.com

City:

Name: Morgan Cloward
Telephone: 801-336-3770
Address: 437 North Wasatch Drive, Layton, UT
Email: mcloward@laytoncity.org

Special, unique, or limiting circumstances:

Describe any special, unique, or limiting circumstances related to the City Event, if any:

IN WITNESS WHEREOF, the parties have executed this Project Plan as of the date written above.

LAYTON CITY, a political subdivision of
the State of Utah

THE CHURCH OF JESUS CHRIST OF LATTER-DAY
SAINTS, a Utah corporation sole

By: _____
Title: _____

By: _____
Title: _____

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Exhibit II

Temporary Use Agreement ("TUA")

TEMPORARY USE AGREEMENT (U.S.)

This Temporary Use Agreement ("Agreement") is made and entered into this _____ day of _____, 20____, by and between The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("Owner"), and _____ ("User"). In order to further Owner's purposes and mission, and based on the mutual promises and the conditions set forth herein, and for other good and valuable consideration, the parties agree as follows:

1. **Property Use and Term.**
 - a. **Location.** Owner has certain real property located at _____ (the "Property").
 - b. **Area of Use.** User desires to use the _____ of the Property ("Designated Area").
 - c. **Term and Hours of Use.**
Date(s): _____ (the "Use Period"), not to exceed one year.
Hours: _____ (the "Usage Time").
Days of Week: _____. Unless otherwise specifically stated, this Agreement does not give the User any right to use the Property on Sunday or during the times of any scheduled use by Owner. The Property is also closed from use during funerals and associated family luncheons. There will be no entry into or use of the chapel area of a meetinghouse unless specifically approved by Owner. There will be no entry to or use of a baptismal font or ecclesiastical office areas, such as bishops' offices, stake president's office, and clerks' offices. By the end of the Usage Time each day, User will vacate the Designated Area and leave it in the same condition as it was prior to the Usage Time on that day.
 - d. **User's Intended Use and Purpose.** _____
2. **License.** Owner hereby grants to User, its employees, agents, members, licensees, and other invitees a revocable, nonexclusive license to use the Designated Area on a temporary basis for the Use Period during the Usage Time.
3. **Maintenance Fees.** User shall pay Owner a maintenance fee of \$_____ to reimburse Owner for expenses in making the space available (as applicable) prior to use of the Designated Area of the Property.
4. **Conduct.** User is responsible for preserving the condition of the Designated Area during the Usage Time. User will promptly repair or pay for all damage to the Designated Area or the Property caused by any of User's employees, agents, members, licensees, or invitees. User will not disrupt, adversely affect, or interfere with other users of the Property. User will not charge anyone for the use of the Property nor allow goods or services to be sold on the Property.
5. **Condition of Property.** Owner makes no warranty or representation about the Property. Owner is under no obligation to prepare or repair the Designated Area or Property. User accepts the Designated Area and Property and all aspects thereof in "as is, where is" condition, with all faults and without warranties of any kind, expressed or implied. User hereby waives all warranties, expressed or implied, regarding the title, condition, and use of the Designated Area and Property, including but not limited to any warranty of merchantability or fitness for a particular purpose.
6. **Right of Owner to Revoke License.** At any time, Owner may revoke any license granted by Owner to use the Property or Designated Area, at Owner's sole and absolute discretion. If this license is revoked, User will immediately vacate the Property and leave the Designated Area in a neat and orderly condition. Should Owner exercise this option to revoke at a time that is less than 24 hours prior to the scheduled use (and if User is not in breach of any provision of this Agreement), Owner shall pay User an inconvenience fee of \$50 at the User's request. User's total damages shall be limited to the inconvenience fee and User waives all other damages.
7. **Owner's Standard Rules and Conditions.** User will ensure that User, its employees, agents, members, licensees, and invitees:
 - a. Do not use or consume alcohol or cannabis, or illegally use drugs, on the Property or enter on the Property while under their influence.
 - b. Do not smoke or vape anything on the Property. Do not use tobacco in any form on the Property.
 - c. Do not bring or consume coffee or tea on the Property.
 - d. Refrain from using profanity or being discourteous or uncivil to others on the Property.
 - e. Do not view or allow pornographic or other indecent materials on the Property.
 - f. Do not play obnoxious and/or loud music on the Property.
 - g. Refrain from wearing immodest, offensive, or obnoxious clothing, while on the Property.
 - h. Do not bring weapons on the Property.
 - i. Do not bring cooking equipment or heaters into any meetinghouse.
 - j. Do not permit minors to use or be on the Property without adult supervision at all times.
 - k. Do not bring or permit pets or animals, other than trained service dogs, on the Property.
 - l. Leave the Designated Area in a neat and orderly manner.
8. **Reservation by Owner.** Owner reserves the right to use the Designated Area for any purpose at any time. Without limiting the above, Owner reserves the right (a) to have pedestrian and vehicular ingress and egress on and over the Designated Area; (b) to reasonably relocate or modify the Designated Area at any time; and (c) to grant other nonexclusive licenses and rights within or on the Designated Area to others.
9. **Indemnity.** User shall, at User's sole expense, indemnify, hold harmless, and defend (with counsel acceptable to Owner) Owner and Owner's officers, employees, directors, representatives, contractors,

Community Initiative Cooperation Agreement

The Church of Jesus Christ of Latter-day Saints
Layton City (Utah)

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agents, servants, attorneys, affiliates, parents, subsidiaries, successors, volunteers, and assigns from and against all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of actions, assessments, taxes, injury, property damage (including Owner's property), fines, and penalties of any kind including court costs and attorney fees actually incurred from any cause, other than Owner's gross negligence or willful misconduct, arising out of or relating directly or indirectly to this Agreement or User's use of the Property.

10. **No Assignment.** User shall not, and shall not have any right to, assign, transfer, or sublicense this Agreement or any license to use the Property or Designated Area.
11. **Signage and Publicity.** Any mention of Owner or of The Church of Jesus Christ of Latter-day Saints in signage or other publicity by User must be approved in advance by Owner, but no prior approval is required to publicize the Property's street address.
12. **No Real Property Rights; No Third-Party Rights.** Nothing in this Agreement is intended to create or confer any real property rights or interests to User or any other person. The license granted herein is intended for use by User and its employees, agents, members, licensees, and invitees in connection with usage within the Designated Area during the Use Period and Usage Time and for the purposes expressed herein, and nothing in this Agreement shall be deemed to open the Property to any other party for any other purpose.
13. **Not A Federal Government Contract.** User represents: (1) User is not a federal governmental entity or instrumentality, and that User's use of any portion of Owner's Property is not required under any federal government contract or subcontract whereby Owner could be considered a federal government contractor or subcontractor, (2) this Agreement is not, and shall not be, or considered to be, a Federal governmental contract, Federal government subcontract or third-party contract, and (3) by entering into this Agreement, Owner does not become a subrecipient, subgrantee, project participant, or third-party contractor or subcontractor. In

User Insurance Information

Liability Insurance Company Name Policy Number

Liability Limit

Owner:

The Church of Jesus Christ of Latter-day Saints,
a Utah corporation sole.

Signature:

Print Name:

Title:

Address:

Telephone No:

Email:

User:

Signature:

Print Name:

Title:

Address:

Telephone No:

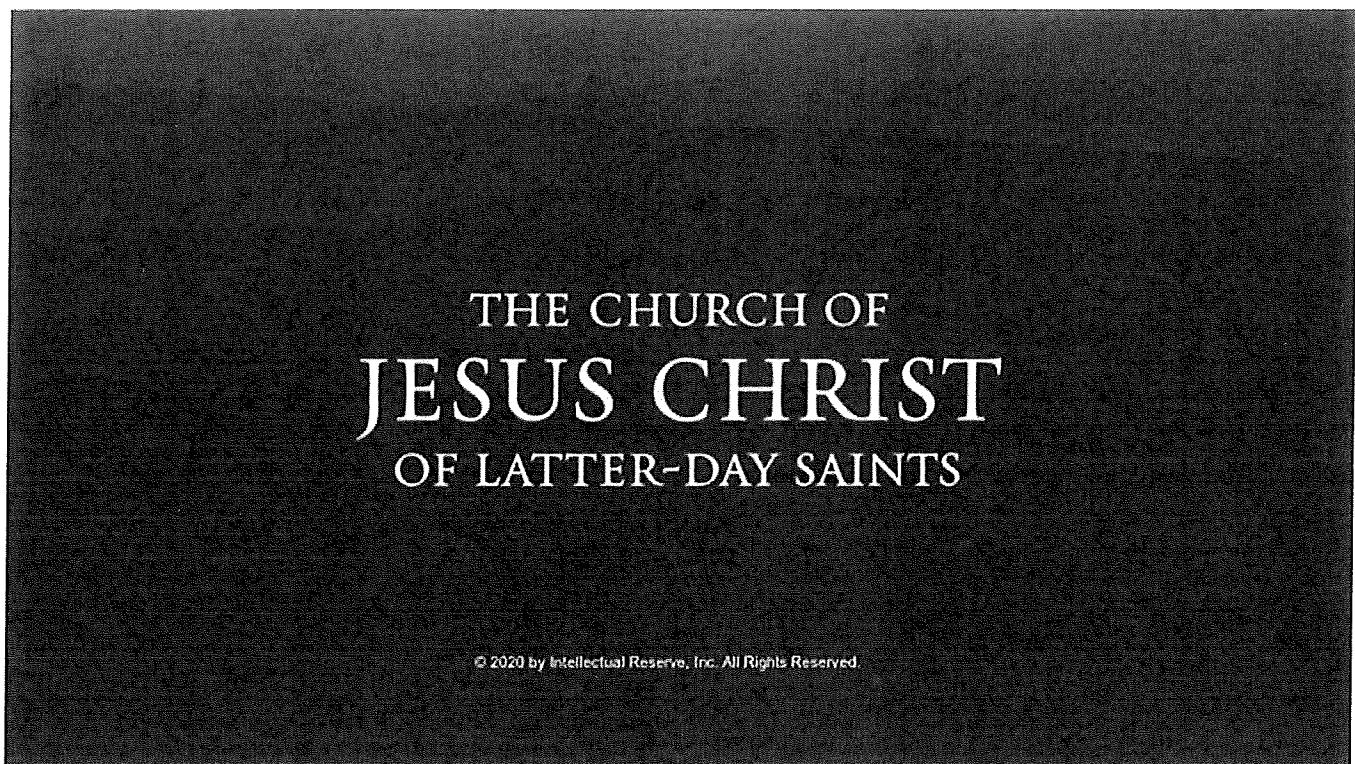
Email:

Exhibit III

Logo Samples and Brand Use Guidelines

City: The approved logo and brand use guidelines for City are available upon request.

Donor: Donor's approved logo and brand use guidelines are as follows:



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

Item Number: 5.B.

Subject:

Proposal Bid Award – Intersection and Trail Crossing Study – Methods Consulting – Resolution 25-43 – Currently Located on Gentile Street Between Sugar Street and Angel Street

Background:

Resolution 25-43 authorizes the execution of an agreement between Layton City (City) and Methods Consulting (MC) for consulting services for the Intersection and Trail Crossing Study (Study). The Study aims to deliver recommendations and design solutions for a realigned Denver and Rio Grande Western (D&RGW) Trail crossing at Gentile Street. As part of the City's initiative to realign Sugar Street for a seamless connection with Angel Street at a signalized intersection, the D&RGW Trail crossing will also be repositioned. The Study will provide actionable recommendations to ensure a safe and efficient design for the new trail crossing.

The City solicited proposals from three consultants for the Study and received one proposal, on July 23, 2025, with MC submitting the lowest responsive, responsible bid in the amount of \$48,850.

Alternatives:

Alternatives are to: 1) Adopt Resolution 25-43 to award the contract to Methods Consulting for the Intersection and Trail Crossing Study; 2) Adopt Resolution 25-43 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 25-43 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 25-43 to award the contract to Methods Consulting and authorizes the City Manager to execute the agreement for the Intersection and Trail Crossing Study.

RESOLUTION 25-43

**A RESOLUTION AUTHORIZING THE ADOPTION OF AN AGREEMENT WITH
METHODS CONSULTING TO PROVIDE CONSULTING SERVICES FOR THE
INTERSECTION AND TRAIL CROSSING STUDY**

WHEREAS, Layton City (City) is undertaking an initiative to realign Sugar Street for a seamless connection with Angel Street at a signalized intersection necessitating the repositioning of the Denver and Rio Grande Western (D&RWG) Trail Crossing, which is currently located on Gentile Street between Sugar Street and Angel Street; and

WHEREAS, the Intersection and Trail Crossing Study (Study) aims to provide recommendations and design solutions to ensure a safe and efficient realigned D&RGW Trail crossing at Gentile Street; and

WHEREAS, the City solicited proposals from three consultants for the Intersection and Trail Crossing Study (Study) and received one proposal, on July 23, 2025, with the result of this proposal attached hereto, for the Council's review; and

WHEREAS, City Staff has reviewed and evaluated the response to the Request for Proposals and has found it to be in the best interest of the City and citizens of Layton City to conditionally select Methods Consulting (MC) as the consultant for the Intersection and Trail Crossing Study.

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

1. MC is conditionally selected as the lowest responsive and responsible engineering consultant with whom the City Manager should conduct negotiations for the Intersection and Trail Crossing Study.
2. The City Manager is directed to conduct negotiations for an agreement (Agreement) with Methods Consulting for the Intersection and Trail Crossing Study. The terms of the Agreement shall address the terms and conditions of the proposal as well as the price contained in the proposal submitted by MC that are consistent with the intent of the proposal. The Agreement shall include such other provisions as are deemed necessary to accomplish the purposes of the City in entering an agreement for the Intersection and Trail Crossing Study.
3. When the Agreement is in a form acceptable to the City Manager and City Attorney and after MC has properly executed said Agreement, the City Manager is authorized to execute the Agreement on behalf of the City. Execution of the Agreement by the City Manager shall constitute the City's acceptance of the offer by MC and the formal award of the contract to MC for the Intersection and Trail Crossing Study, pursuant to the terms and conditions of the Agreement.

PASSED AND ADOPTED by the City Council of Layton, Utah, this 4th day of September, 2025.

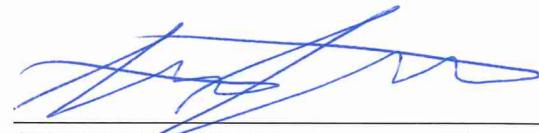
JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

For: Clinton R. Drake
CLINTON R. DRAKE, City Attorney


STEPHEN JACKSON, Department Director



July 23, 2025

Mindy Hunsaker
Layton City
437 North Wasatch Drive
Layton, Utah 84041

mhunsaker@laytoncity.org
801-336-3700

SUBJECT: Proposal for Intersection and Trail Crossing Study in Layton

Dear Mindy,

Thank you for the invitation to submit this proposal to complete an intersection and trail crossing study in Layton City.

Methods Consulting was formed to better serve our clients and consists of the same staff members that completed the Layton City Transportation Master Plan. We have completed dozens of pedestrian studies, safety studies, and trail feasibility studies throughout the state. We wrote the UDOT Pedestrian Crosswalk Policy, which provides a process for identifying what crossing improvements should be utilized based on conditions of the area. I have put together the following scope of work based on our experience. The following is an outline of our proposed scope of work, assumptions and cost estimate to complete the study.

Scope of Work

Task 1: Project Kick-off & Coordination Meetings

METHODS Consulting will attend one kick-off meeting with you and Layton City staff to discuss the intersection realignment, the trail, pedestrian safety, schedule, and scope of work. In addition to the kick-off meeting, we anticipate three more coordination meetings to refine and discuss the progress of the study. METHODS will also coordinate internally to ensure that the project is progressing on schedule and accurately.

Task 2: Data Collection

METHODS Consulting will collect 12-hour (7:00 am – 7:00 pm) pedestrian, bicycle, and vehicle turning movement counts on a typical weekday or Saturday (based on team discussion) at the following locations:

- Angel Street / Gentile Street
- D&RGW Trail Crossing / Gentile Street
- Sugar Street / Gentile Street

Task 3: Safety Analysis

METHODS will complete a safety analysis of the study area using AASHTO Safetyware crash data over the past 5 years to identify any crash trends or safety concerns. In addition, METHODS will complete a predictive safety analysis to identify the potential safety benefits of pedestrian crossing alternatives. These can be used to help justify costs of improvements by outlining the expected reduction in crashes over time.

Task 4: Sugar & Angel Street 4-leg Intersection Background Analysis

METHODS Consulting will analyze the anticipated traffic operations at the realigned Sugar Street/Angel Street & Gentile Street intersection for the AM and PM peak hours. The analysis will be completed using Synchro/SimTraffic analysis software. This will provide a basis of comparison for the operational impacts of the proposed trail crossing alternatives. We will also provide recommendations for any existing deficiencies in the transportation system.

Task 5: Trail Crossing Alternatives Impact Analysis & Future 2050 Analysis

METHODS Consulting will evaluate potential trail crossing alternatives including directly at the signalized intersection, a pedestrian hybrid beacon at the trail crossing, or a grade separated alternative. Each of these alternatives will be compared to the 4-leg background analysis to determine the overall impacts of each.

We will also complete a future 2050 conditions analysis to determine how the crossing alternatives function in the future. Our staff completed the Layton City Transportation Master Plan, and we have already generated future traffic volumes for these roadways.

Task 6: Trail Concept Design Layout, Cost Estimates, and Recommendations

METHODS Consulting will prepare a concept design layout for the trail crossing improvements. It is assumed that the CAD files for the intersection improvements will be provided, and we can build upon those to outline the recommended trail and crossing infrastructure improvements. Potential impacts will be identified.

METHODS will also develop high level cost estimates for the trail crossing alternatives. Using the safety, traffic, concept layout, and cost estimate analysis, we will work with Layton City staff to identify a preferred alternative. This will be presented in the report as the recommended trail crossing improvements.

Task 7: Report Preparation

We will document our analysis, conclusions and recommendations in a draft report for review and comment. Comments on the draft report will be incorporated, along with any necessary changes, into a final report and be distributed in a pdf format.

Cost Estimate

Please see the attached cost estimate for details on our proposed cost to complete this study.

July 23, 2025

Assumptions

We assume that the CAD files for the intersection design will be provided to METHODS Consulting. This scope of work does not include any meetings beyond those specifically identified in the scope of work. If City Council presentations or additional meetings are necessary, they can be billed on a time and materials basis upon written request.

Schedule

We anticipate being able to complete the tasks outlined in the scope of work within approximately 4 months of written notice to proceed.

Again, thank you for asking us to prepare this proposal. We look forward to hearing from you once you've had a chance to review the proposal. If you have any questions or need additional information, please feel free to call me at (801) 669-7345.

Sincerely,



Jeremy Searle, P.E., PTOE
METHODS Consulting Project Manager
801-669-7345
Jeremy.searle@METHODSConsulting.com



Role	Project Manager	Regional Planner	QC/QA	Design & Cost Estimates	Safety	Active Transportation	Transportation Planner	Data Collection	Graphics	Technical Editor	Admin	HOURS PER TASK	COST PER TASK
	Jeremy Searle	Shawn Seager	Austin Feula	Dejan Jovanovic	Erica Wygonik	Josh Ogden	Kyle Horton	Ian MacGregor	Pin Vo	Haley Holmes	Braden Horton		
RATE	\$ 195.00	\$ 165.00	\$ 170.00	\$ 165.00	\$ 170.00	\$ 110.00	\$ 120.00	\$ 110.00	\$ 95.00	\$ 80.00	\$ 75.00		
Tasks													
Task 1 <i>Project Kick-off & Coordination Meetings</i>													
1.1	Project Team Meetings	12	12				12					36	\$ 5,760.00
1.2	Internal Coordination Meetings	8	8		8	4	8	8	4			48	\$ 7,160.00
1.3	Administration	2										6	8 \$ 840.00
Task 2 <i>Data Collection</i>													
2.1	Data Collection	2					2	2	32			38	\$ 4,370.00
Task 3 <i>Safety Analysis</i>													
3.1	Historical Safety Analysis	2		1		8						11	\$ 1,920.00
3.2	Predictive Safety Analysis for Crossing Alternatives	2		1		8						11	\$ 1,920.00
Task 4 <i>4-Leg Intersection Background Analysis</i>													
4.1	4-Leg Intersection Background Analysis	2		1			4					7	\$ 1,040.00
Task 5 <i>Trail Crossing Alternatives Analysis & Future 2050</i>													
5.1	Alternatives Analysis	2		1			2	6				11	\$ 1,500.00
5.2	Future 2050 Analysis	2		1			4	6				13	\$ 1,720.00
Task 6 <i>Concept Design, Cost Estimate, Recommendations</i>													
6.1	Trail Concept Design Layouts	4	4	1	24		4	2				39	\$ 6,250.00
6.2	Cost Estimates	2		1	16							19	\$ 3,200.00
6.3	Recommendations	2	2	1	4		8	6				23	\$ 3,150.00
Task 7 <i>Report Preparation</i>													
7.1	Draft Plan	2	4	4	4		8	8		12	4	46	\$ 5,690.00
7.2	Final Plan	2	4	2			5	8	8	4		33	\$ 3,980.00
TOTAL LABOR HOURS		46	34	14	56	20	41	62	36	20	8	6	343
RAW LABOR COSTS		\$ 8,970.00	\$ 5,610.00	\$ 2,380.00	\$ 9,240.00	\$ 3,400.00	\$ 4,510.00	\$ 7,440.00	\$ 3,960.00	\$ 1,900.00	\$ 640.00	\$ 450.00	\$ 48,500.00
Total Direct Expenses													

Direct Expenses Summary

		Unit	Sub-Total
Mileage	500	\$ 0.700	mile \$350.00
81/2 x 11 Prints - Color	0	\$ 0.65	each \$0.00
11 x 17 Prints - Color	0	\$ 0.85	each \$0.00
Total Direct Expenses			\$350.00

Direct Expenses	\$350.00
Labor Costs	\$48,500.00
GRAND TOTAL	\$ 48,850.00

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

Item Number: 5.C.

Subject:

Letter of Agreement Between Layton City and Davis Behavioral Health, Inc. Regarding the Handling of Culinary Water Impact Fees and Water Exaction Requirements – Resolution 25-45 – Approximately 850 South Main Street

Background:

Davis Behavioral Health, Inc. (DBH) is installing a private, master metered culinary water line to provide the DBH Housing Campus adequate culinary water with minimum impact to the Layton City's (City) infrastructure. Layton City Development Guidelines and Design Standards 4.10(I)(2) states that the required meter size is based on submitted fixture units. Based on this standard, the City and DBH agree that the impact fee and water exaction requirement for a 3-inch master meter does not accurately reflect the true impact of the anticipated buildout design, which will be constructed in phases, on the water system.

As part of this agreement DBH agrees to own and maintain the culinary water line and appurtenances after the by-pass valve and after the valve after the meter vault, as well as complete a building permit application with the City prior to the start of construction of any new building, and provide the City with the fixture unit count for the new building.

The City will own and maintain the 4-inch culinary water line and appurtenances from the connection to the City owned main up to and including the by-pass valve and including the valve after the meter vault for a 3-inch meter to provide the culinary water impact fee and water exaction requirement amounts for any new building upon the receipt of a building permit. The impact fee and water exaction requirement will be based on the meter size, as determined by the fixture unit count, based on the amount indicated in the current Consolidated Fee Schedule at the time of application.

Alternatives:

Alternatives are to: 1) Adopt Resolution 25-45 to adopt and approve the Letter of Agreement between Layton City and Davis Behavioral Health, Inc. Regarding the Handling of Culinary Water Impact Fees and Water Exaction Requirements; 2) Adopt Resolution 25-45 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 25-45 and remand to Staff with direction.

Recommendation:

Staff recommends the Council adopt Resolution 25-45 to adopt and approve the Letter of Agreement between Layton City and Davis Behavioral Health, Inc. Handling of Culinary Water Impact Fees and Water Exaction Requirements and authorize the Mayor to sign the necessary documents.

RESOLUTION 25-45

ADOPTING AND APPROVING A LETTER OF AGREEMENT BETWEEN LAYTON CITY AND DAVIS BEHAVIORAL HEALTH, INC. REGARDING THE HANDLING OF CULINARY WATER IMPACT FEES AND WATER EXACTION REQUIREMENTS

WHEREAS, Davis Behavioral Health, Inc. (DBH) is installing a private, master metered culinary water line as part of the construction of improvements for the DBH Housing Campus located at 850 South Main Street; and

WHEREAS, Layton City (City) Development Guidelines and Design Standards 4.10(I)(2) states that the required meter size is based on submitted fixture units. Based on this standard, DBH and the City agree that the impact fee and water exaction requirement for a 3-inch master meter does not accurately reflect the true impact of the anticipated buildout design, which will be constructed in phases, on the water system; and

WHEREAS, the City and DBH (Parties) desire to enter into an agreement in order to minimize the impact to the City's water system, as well as establish the handling of the water impact fees and water exaction requirements for DBH based on timing of building permits and fixture unit counts; and

WHEREAS, the Parties have agreed to the terms and conditions contained in the Letter of Agreement; and

WHEREAS, it is deemed to be in the best interest of the citizens of Layton City to adopt and approve the Letter of Agreement with Davis Behavioral Health, Inc. regarding the Handling of Culinary Water Impact Fees and Water Exaction Requirements.

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

1. That the Letter of Agreement between Layton City and Davis Behavioral Health, Inc., which is attached hereto and incorporated herein by this reference, be adopted and approved.
2. That the Mayor be authorized to sign said Letter of Agreement.

PASSED AND ADOPTED by the City Council of Layton, Utah, this 4th day of September, 2025.

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

For: Clinton R. Drake
CLINTON R. DRAKE, City Attorney


STEPHEN JACKSON, Department Director

LETTER OF AGREEMENT

Re: Agreement for the handling of culinary water impact fees and water exaction requirements between Davis Behavioral Health, Inc. and Layton City.

To Whom It May Concern,

This letter constitutes an agreement between Davis Behavioral Health Inc. (“DBH”) and Layton City (“City”) regarding the culinary water impact fees and water exaction requirements for the DBH property I.D. 11-064-0058 (“Parcel”) located at 850 South Main Street, in Layton City. Any other impact fees are not addressed in this letter and shall be addressed with the building permit application.

Layton City Development Guidelines and Design Standards 4.10(I)(2) states that the required meter size is based on submitted fixture units . Based on this standard, DBH and the City agree that a private 3-inch culinary water master meter will provide the Parcel adequate culinary water for complete project buildout with minimum impact to the City’s infrastructure.

However, because this project will be constructed in phases, DBH and the City agree that the impact fee and water exaction requirement for a 3-inch master meter does not accurately reflect the true impact of the anticipated buildout design on the water system.

DBH and the City agree that the following shall occur upon the proposal of any new building on the parcel:

DBH Agrees to:

Own and maintain the culinary water line and appurtenances after the by-pass valve and after the valve after the meter vault at the connection.

Complete a building permit application with the City prior to the start of construction of any new building and provide the City with the fixture unit count for the new building.

The City agrees to:

Own and maintain the 4-inch culinary water line and appurtenances from the connection to the City owned main up to and including the by-pass valve and up to and including the valve after the meter vault for a 3-inch meter.

Provide the culinary water impact fee and water exaction requirement amounts for any new building upon receipt of a building permit. The impact fee and water exaction requirement shall be based on the meter size as determined by the fixture unit count and shall be based on the amount indicated in the current Consolidated Fee Schedule at the time of application.

Upon receipt of the signed agreement, the City shall sign the agreement and record the agreement against the property.

To provide an accurate accounting, the following paragraph of this agreement shall be amended upon receipt of the culinary water impact fees and water exaction of each additional building within the Parcel.

DBH has currently proposed an apartment building and office building requiring a 2-inch meter based on fixture count. Based on the meter size, the culinary water impact fee, and water exaction requirement based on a 2-inch meter is \$12,332.00 and 12 acre feet respectively. DBH shall pay the impact fee and provide the required water exaction to the City prior to the connection of the 4-inch culinary waterline for a 3-inch meter to the 8-inch culinary water line.

In the event of a dispute or disagreement regarding any provision of this Agreement, the parties reserve the right to pursue any and all remedies available under law or equity, including but not limited to, litigation, injunctive relief, specific performance, or other equitable relief. If any party to this Agreement brings legal action to enforce or interpret any provision contained herein, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees incurred in such action.

If the above does not correctly reflect the agreement between DBH and the City please contact me. Otherwise please attach your signature and return the agreement.

Thank you for your assistance in facilitating this agreement.

[Signature and Notary Pages to Follow]

IN WITNESS WHEREOF, the PARTIES has executed this Letter of Agreement this _____ day of _____, 20____.

LAYTON CITY:

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

STATE OF UTAH
COUNTY OF DAVIS

On this _____ day of _____, 20____, personally appeared before me Joy Petro, who being duly sworn, did say that he/she is the Mayor of LAYTON CITY, a municipal corporation of the State of Utah, and that the foregoing Letter of Agreement was signed in his/her capacity as land use authority on behalf of the City for approval.

NOTARY PUBLIC

Approved as to Form:

For: John Appleby
City Attorney

Bill H. Jabs
City Engineer

DAVIS BEHAVIORAL HEALTH, INC:

BRANDON HATCH, CEO

STATE OF _____
COUNTY OF _____
§

On this ____ day of _____, 20____, personally appeared before me Brandon Hatch, who being by me duly sworn did say that he/she is the CEO of Davis Behavioral Health Inc., a non-profit corporation, and that Davis Behavioral Health, Inc. is the legal property owner of record of the property subject to this Letter of Agreement and that the foregoing Letter of Agreement was signed in behalf of said non-profit corporation by authority, and he/she acknowledged to me that said non-profit corporation executed the same.

NOTARY PUBLIC

LAYTON CITY COUNCIL MEETING AGENDA ITEM COVER SHEET

Item Number: 6.A.

Subject:

Proposed Amendments to Layton City Municipal Code, Title 19 Zoning, Chapter 19.02 Definitions, and Chapter 19.13 Development Plan Requirement for New Construction of a Single or Two-Family Dwelling in Layton City to Establish a Definition and Design Standards for Orientation of the Front Façade and Location of a Front Door for Single and Two-Family Dwellings – Ordinance 25-19

Background:

Current Municipal Code does not regulate the orientation of a home. In some situations, property owners have chosen to orient the front of the home towards the side or rear of the property. These circumstances usually present themselves on corner lots, infill lots in existing subdivisions, or flag lots. Staff has encountered situations where homes on corner lots have been oriented so that the front door/primary façade faces a corner side yard. This can create complications with how a property is regulated. The designation of the front yard determines the location of the sides and rear yards, which in turn can affect how accessory structures, pools, fencing, and other improvements may be placed on the property. In addition, by orienting the front of a home to the side or rear of a property, even in limited circumstances, the home becomes inconsistent with the development pattern and character of existing neighborhoods.

The proposed amendment would require that the front façade of the home, which would include the front door, be oriented towards the street and not a side or rear property line. This change will require the front façade of a home to be associated with the front setback of a property and remove complications with placing accessory structures, pools, and fencing on the property. This will also provide consistency in the orientation of homes throughout neighborhoods. The ordinance also requires that the front door open to a habitable space and that there is a clear pathway that leads from the door to the street, which will require ease of access to the front door of a home from the nearest public or private street.

Alternatives:

Alternatives are to: 1) Adopt Ordinance 25-19 to amend Title 19 Zoning, Chapter 19.02 Definitions, and Chapter 19.13 Development Plan Requirements for New Construction of a Single or Two-Family Dwelling in Layton City; 2) Adopt Ordinance 25-19 with any modifications the Council deems appropriate; or 3) Not adopt Ordinance 25-19 and deny the proposed amendments.

Recommendation:

On July 8, 2025, the Planning Commission forwarded a recommendation of denial to the City Council for the proposed amendments to Title 19 Zoning, Chapter 19.02 Definitions, and Chapter 19.13 Development Plan Requirement for New Construction of a Single or Two-Family Dwelling in Layton City as proposed. The Planning Commission determined that the text amendment was not necessary because major developers had already complied with the proposed regulations, and it would create an unreasonable burden on independent or small-scale home builders.

On August 7, 2025, the Council held a public hearing to review the proposed amendment. The Council tabled the item to a date not certain for Staff to gather additional details.

Staff recommends the City Council approve the proposed amendment as drafted.

Layton City
ORDINANCE 25-19

**ESTABLISHMENT OF A DEFINITION AND DESIGN STANDARDS FOR FRONT
DOORS FOR SINGLE AND TWO-FAMILY DWELLINGS**

**AN ORDINANCE AMENDING TITLE 19 ZONING, CHAPTER 19.02 DEFINITIONS
AND CHAPTER 19.13 DEVELOPMENT PLAN REQUIREMENT FOR NEW
CONSTRUCTION OF A SINGLE OR TWO-FAMILY DWELLING IN LAYTON
CITY**

WHEREAS, it is in the interest of the City to add terminologies and clarification to the Municipal Code; and

WHEREAS, definitions for a front facade aid in the orientation and identification of the front of single and two-family dwellings; and

WHEREAS, there is a desire by Layton City to provide for a uniform character and orientation of single and two-family dwellings; and

WHEREAS, the requirements for front doors along the front facade of a home will aid in emergency response and safety; and

WHEREAS, providing a wider and clearly identifiable sidewalk to the front entrance of a home will create greater accessibility to a home; and

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

WHEREAS, at the conclusion of the public hearing and upon making the necessary reviews, the Council of Layton City finds it to be in the best interest of the health, safety, and welfare of its citizens to make the proposed amendments to Layton Municipal Code Title 19.

NOW THEREFORE, be it ordained by the City Council of Layton City, UT as follows:

SECTION 1: Repealer. If any provisions of the municipal code previously adopted are inconsistent herewith they are hereby repealed.

SECTION 2: Amendment. Section "19.02.020 " is hereby amended as follows.

...

"Elderly Apartment": Multi-family dwelling ... residents and their guests.

"Elderly Person": A person ... of age or older.

"Façade, Front" : Means the building façade that is parallel or nearly parallel (including slightly skewed orientations) to the street from which the building derives its primary access. The front façade of a building may face a common open space or passage-way as part of a master planned development.

"Family": Any number of ... doing their own cooking.

"Family Food Production": The ... included in this definition.

...

"Yard": A space on ... provided in this Title.

"Yard, Corner Side": On ... line. (See Diagram A-2).

"Yard, Front": Any yard between the front lot line and the setback line of a main building and extending for the full width of the lot or parcel. (See Diagram A-2).

"Yard, Front Area": The ... dwelling (See Diagram A-2).

"Yard, Rear": A yard ... (See Diagrams A-2, A-3.)

...

SECTION 3: Amendment. Section "19.13.050 " is hereby amended as follows.

...

v. front yard landscaping ... the certificate of occupancy.

g. single family residential ... dwelling (see section 19.12.110).

~~h. each dwelling must be provided with 400 cubic feet of storage space.~~ h. each dwelling unit shall have a primary pedestrian entrance door (front door) located along the front façade. The front door shall provide direct access into habitable space of the home. Garage doors, and/or doors located inside a garage shall not be considered a primary pedestrian entrance.

i. there shall be a clear pathway at least four feet wide extending from the front door to the nearest public or private walkway or right-of-way. The driveway may function as a portion of the pathway.

j. each dwelling must be provided with 400 cubic feet of storage space. Said space may be added to the minimum dimension of the garage or located as a separate space to the rear of the home.

~~tk.~~ final grading of individual lots shall be performed in such a way that excess water shall be contained entirely on the site or directed to an improved street or directed to an approved drainage inlet, drainage channel, or drainage easement. Excess water shall not be allowed to drain onto adjacent private property unless approved as part of an overall system, as reflected in the subdivision approval or otherwise. Residents shall cooperate to ensure that drainage water is properly channeled to and through the proper easements. Rain gutters, in addition to those required by the building code, may be required.

~~jl.~~ in order to allow double driveways, and to allow hard-surface access to the rear yard, up to, but not more than, 40% of a front yard may be hard surfaced.

km. all dwellings shall meet any additional state or federal requirements to be classified and taxed as real property.

ln. all single family detached dwellings shall have a minimum area of 900 square feet on the main floor, or floors. A basement shall not be considered as a main floor. Measurements to determine the minimum area of a dwelling shall be taken from the outside of foundation walls.

mo. the site plan shall reflect all easements on the property.

np. in hillside areas, site plans shall reflect the finish grading with contours at an interval of not more than two feet, and shall indicate the location of any retaining structures.

HISTORY

...

SECTION 4: Severability. If any section, subsection, sentence, clause, or phrase of this amendment is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this amendment.

SECTION 5: Effective Date. This ordinance being necessary for the peace, health, and safety of Layton City, shall go into effect at the expiration of the 20th day after publication or posting or the 30th day after final passage as noted below or whichever of said days is the more remote from the date of passage thereof.

Signatures On Next Page

PASSED AND ADOPTED by Layton City Council this _____.

JOY PETRO, Mayor
Layton City

Attest:

KIMBERLY S READ, City Recorder
Layton City



JADYN APPLONIE, Assistant City Attorney
Layton City



WESTON APPLONIE, Community Development Director
Layton City

City Council Vote as Recorded: AYE NAY ABSTAIN ABSENT

Zach Bloxham

— — — —

Clint Morris

— — — —

Tyson Roberts

— — — —

Bettina Smith Edmondson

— — — —

Dave Thomas

— — — —

RECORDED this _____.

PUBLISHED OR POSTED this _____.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

In accordance with Utah Code Annotated §10-3-713, 1953 as amended, I, the City Recorder of Layton City, hereby certifies that the foregoing Amendment was duly passed and published or posted at:

1. Layton City Center
2. Surf 'n Swim Bulletin Board
3. Davis County Library - Layton Branch

on the above referenced dates.

KIMBERLY S READ, City Recorder
Layton City

19.02.020 Definitions

"Yard, Front": Any yard between the front lot line and the setback line of a main building and extending for the full width of the lot or parcel. ([See Diagram A-2](#)).

"Façade, Front": means the building façade that is parallel or nearly parallel (including slightly skewed orientations) to the street from which the building derives its primary access. The front facade of a building may face a common open space or passageway as part of a master planned development.

19.13.50 Development Plan Requirements For New Construction Of A Single Or Two-Family Dwelling In Layton City

Applications for new construction of a single-family or two-family dwelling in Layton City shall be accompanied by and shall comply with the following:

1. Appropriate application form and fees.
2. One copy of the development plan shall be required, which plan shall include a site plan and an architectural plan with appropriate drawings of adequate scale showing building materials, exterior elevations, and floor plans of all proposed structures.
3. The following design criteria shall be required:
 - a. both the exterior building design and the exterior building materials of all buildings shall be of sufficient quality, durability, and resistance to the elements to satisfy the purpose of this Chapter. Exterior siding materials may include, but shall not be limited to, brick, concrete, glass, metal lap, vinyl lap, tile, stone, stucco, and/or wood. All exterior materials shall be installed in a professional workmanlike manner and be guaranteed to be maintenance-free for at least ten years. Finishes upon exterior materials shall be guaranteed maintenance-free for a minimum of five years. Materials or finishes without such guarantees shall not be permitted. Guarantees shall be in writing from the manufacturer.
 - b. each dwelling shall have a site built concrete or masonry foundation around the entire perimeter with interior supports capable of supporting all design loads including wind, seismic, and roof loads as required by the current design provisions. The dwelling shall be permanently tied to the foundation system in accordance with approved, engineered specifications.
 - c. the roof of each dwelling shall have a minimum pitch of 2.5":12". At non-gable ends of the roof, there shall be an overhang at the eaves of not less than 12" inclusive of rain gutters. For homes with cantilevered rooms, 60% of the eaves length shall have a 12" eave. The roof overhang shall be measured perpendicular to the vertical side of the dwelling. Unfinished galvanized steel or aluminum

roofing shall not be permitted. These pitch and overhang provisions shall not apply to porch covers, bay windows, or similar appendages.

- d. each dwelling shall be not less than 20' in depth at the narrowest point. The depth shall be considered to be the lesser of the two primary dimensions of the dwelling exclusive of attached garages, bay windows, room additions, or other similar appendages.
- e. any previously occupied dwelling which is to be moved from an existing location to a lot within Layton City shall be inspected by the Building Official of Layton City, or a designated representative, prior to the move to ensure that it meets applicable building codes.
- f. landscaping on residential lots shall comply with the following:
 - i. landscaping shall be installed in front yards between the front line of the house and the sidewalk on the entire width of the lot excluding the driveway. On corner lots, landscaping shall be installed in all areas between the sidewalk and the side of the house between the front property line and the rear property line which are visible from the public right-of-way.
 - ii. landscaping shall include at least one tree and a combination of lawn, shrubs, or groundcover. Groundcover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Groundcover may also include mineral or nonliving organic permeable material or nonliving organic permeable material in not more than 50% of the net landscaped area. Mineral groundcover may include such materials as rocks, boulders, gravel, or brick over sand. Species, size, and placement of landscape elements shall be determined by the homeowner.
 - iii. where secondary water is not available, at the time the water supply line to a house is installed, the builder shall furnish and install a stop-and-waste valve with an access sleeve and capped mainline to the surface to facilitate future sprinkler system installation. The stop-and-waste valve may also be located inside the home with a mainline extended to the exterior of the foundation wall and capped.
 - iv. on lots over one-half acre in size, the landscaping shall only be required on 80' of street frontage to the depth of the front yard setback. On corner one-half acre lots, 80' of frontage shall be landscaped on each street. The 80' frontage may include customary access drives.
 - v. front yard landscaping shall be installed within 18 months after the issuance of the certificate of occupancy.
- g. single family residential dwellings shall be provided with a two-car garage having a minimum interior width of 20' and constructed concurrently with the dwelling (see section 19.12.110).
- h. Each dwelling unit shall have a primary pedestrian entrance door (front door) located along the front façade. The front door shall provide direct access into

habitable space of the home. Garage doors, and/or doors located inside or along the exterior wall of a garage shall not be considered a primary pedestrian entrance.

- g.i. There shall be a clear pathway at least 4' wide extending from the front door to the nearest public or private sidewalk, walkway or right-of-way. An approved driveway may function as a portion of the pathway.
- h.j. each dwelling must be provided with 400 cubic feet of storage space. Said space may be added to the minimum dimension of the garage or located as a separate space to the rear of the home.
- i.k. final grading of individual lots shall be performed in such a way that excess water shall be contained entirely on the site or directed to an improved street or directed to an approved drainage inlet, drainage channel, or drainage easement. Excess water shall not be allowed to drain onto adjacent private property unless approved as part of an overall system, as reflected in the subdivision approval or otherwise. Residents shall cooperate to ensure that drainage water is properly channeled to and through the proper easements. Rain gutters, in addition to those required by the building code, may be required.
- j.l. in order to allow double driveways, and to allow hard-surface access to the rear yard, up to, but not more than, 40% of a front yard may be hard surfaced.
- k.m. all dwellings shall meet any additional state or federal requirements to be classified and taxed as real property.
- l.n. all single family detached dwellings shall have a minimum area of 900 square feet on the main floor, or floors. A basement shall not be considered as a main floor. Measurements to determine the minimum area of a dwelling shall be taken from the outside of foundation walls.
- m.o. the site plan shall reflect all easements on the property.
- n.p. in hillside areas, site plans shall reflect the finish grading with contours at an interval of not more than two feet, and shall indicate the location of any retaining structures.

Diagram A-2

Existing

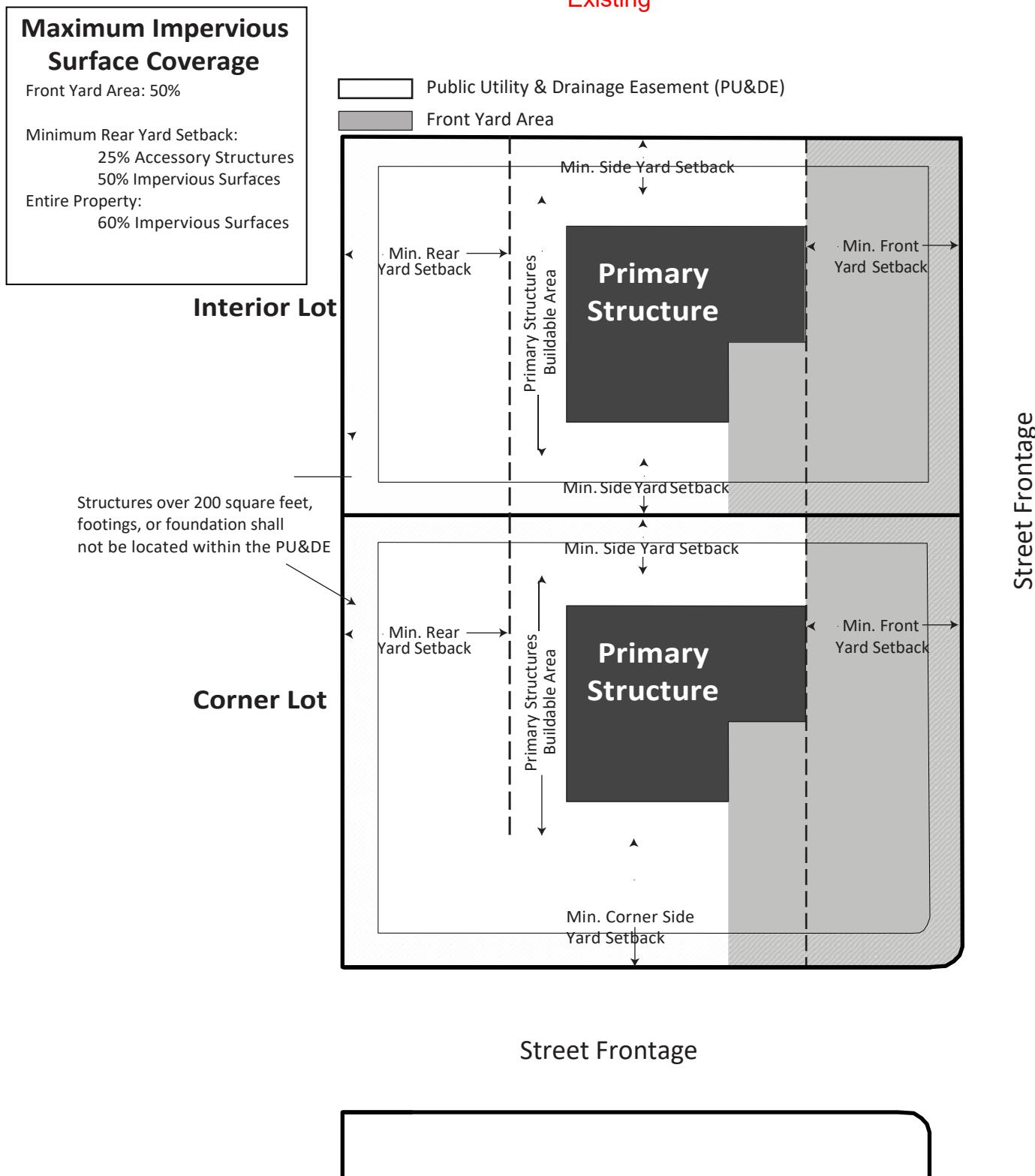


Diagram A-2

Proposed

