

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 December 4, 2025.

AGENDA ITEMS:

- 1. CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITION, APPROVAL OF MINUTES:
 - A. Minutes of Layton City Council Work Meeting September 18, 2025
 - B. Minutes of Layton City Council Meeting October 2, 2025
- 2. MUNICIPAL EVENT ANNOUNCEMENTS:
- 3. VERBAL PETITIONS AND PRESENTATIONS:
 - A. Layton City Youth Council Swearing In
- 4. CITIZEN COMMENTS:
- 5. CONSENT ITEMS: (These items are considered by the City Council to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item, that item may be removed from the consent agenda and considered separately.)
- 6. PUBLIC HEARINGS:

A. Annexation and Rezone Request with Development Agreement – Stevenson Fields Subdivision – R-S (Residential Suburban) and Unincorporated Area to R-1-10 PRUD (Single-Family, Planned Residential Unit Development) – Ordinance 25-11 and Ordinance 25-12 – Approximately 2073 West Gentile Street

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 R	

This public notice is posted on the Utah Public Notice website www.utah.gov/pmm/, 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.

MINUTES OF LAYTON CITY COUNCIL WORK MEETING

SEPTEMBER 18, 2025; 5:30 P.M.

MAYOR AND COUNCILMEMBERS PRESENT:

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

STAFF PRESENT:

TRACY PROBERT, CLINT DRAKE, STEPHEN JACKSON, BRIANT JACOBS, MINDY HUNSAKER, WESTON APPLONIE, ED FRAZIER, AND KIM READ

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

Mayor Petro opened the meeting.

AGENDA:

MAYOR'S REPORT

Mayor Petro stated she had nothing to report.

COUNCILMEMBER'S REPORTS

Councilmember Thomas informed the Council the Davis Arts Council (DAC) had offered intensive training for its Board and was working hard to fill the Director's position. He complimented the current Staff for their efforts.

Councilmember Roberts announced Davis County Mosquito Abatement District's proposed budget would include a tax increase and distributed a handout explaining and/or justifying the need for the additional revenue. He mentioned one of the reasons would be a new pesticide storage shed. He stated the Board requested this be placed on a future City Council Meeting agenda and indicated the Mosquito Abatement's public hearing was scheduled for Wednesday, December 10, 2025.

Councilmember Smith Edmondson mentioned a recruitment was currently taking place for Communities That Care and announced a training was scheduled for Monday, November 3, 2025, to assist board members learning how to recruit members and promote offered programs. She mentioned the community event held

at Northridge High School on Monday, September 15, 2025, had been very well attended.

Councilmember Bloxham announced UIA (Utah Infrastructure Agency) held a public hearing associated with the issuance of bonds and no comments had been expressed in opposition.

Councilmember Morris announced the RAMP (Recreation, Arts, Museum, and Parks) Commission and the PIC (Political Information Committee) regarding the RAMP opinion question on the ballot, had met last night and the next steps moving forward had been discussed. He mentioned campaign signs and a flyer would be distributed. Mayor Petro complimented Councilmember Morris for his presentation. Councilmember Morris mentioned the LPC (Legislative Policy Committee) had met; however, he was unable to attend.

Clint Drake, City Attorney, announced the following:

- ULCT (Utah League of Cities and Towns) Convention was scheduled in October.
- There had been some discussion regarding revenue and property tax appropriations. He also mentioned discussions specific to the Department of Environmental Quality and water fees had also taken place. Stephen Jackson, Public Works Director, added the Division of Drinking Water would be losing significant federal grant funding associated with the Big Beautiful Bill and explained a proposed fee structure, which he believed would be inequitable, to be collected by municipalities.

Mr. Drake noted a recent court decision regarding Governmental Immunity and Public Safety for First Responders/EMT's (Emergency Medical Technicians) and how potential legislation could affect municipal governments. Discussion had also taken place regarding holding School Board elections the same year as the Municipal Election and also giving cities the authority to cancel Primary Elections, regardless of the number of candidates. He mentioned potential legislation applicable to ADU's (Accessory Dwelling Units) and short-term rentals.

A discussion took place specific to the proposed water quality legislation.

TRANSPORTATION MASTER PLAN

Stephen Jackson, Public Works Director, introduced Briant Jacobs, City Engineer, and Mindy Hunsaker, Transportation Engineer, to the Council. He also introduced Jeremy Searle, Wall Consultant Group. He shared a visual presentation regarding the Transportation Master Plan which included three separate

components and stated he would share a summary and explained how the Council would access the various documents. He informed the Council Horrocks Engineering completed the previous plan update in 2017.

Mr. Jackson identified the three components of the Plan and briefly explained what was included in each Plan:

- Transportation Master Plan
 - Detailed needs, plans, and projects
- Impact Fee Facilities Plan
 - Addressed anticipated growth for the next ten years and identified appropriate fees as growth occurred
- Impact Fee Analysis
 - How Impact Fees were calculated for future developments as they come to the City

He explained the documents guide the City's transportation investment through 2034 and 2050, supported the City's growth and regional mobility, and ensured safety, accessibility, and economic vitality as the City continued to grow.

He reviewed the Transportation Master Plan with the Council which addressed the following:

- Population
- Proposed buildout
- Functional road classifications
- Principal Arterial roadways UDOT roads
- Major Arterial City roadways
- Minor Arterial City roadways
- Collector roads
- Minor Collector roads

He explained the travel demand model provided by the Consultant identified the level of services for the various roadway segments and mentioned this data was used by the consultant to identify the areas specific to identified conditions which concluded the City was doing well. He highlighted the illustration which reflected conditions of the various roadways for specific future years. He mentioned some of those conditions would be identified with significant congestion if the City did nothing to its transportation network.

He briefly identified needed future intersection and roadway projects. He mentioned UDOT (Utah

Department of Transportation) projects had also been identified and included in The Plan. Mayor Petro inquired whether The Plan included lanes for cyclists and Mr. Jackson responded in the affirmative. He also indicated this topic would be addressed later in the presentation. He also explained where the public transit portion, in coordination with UTA (Utah Transit Authority) of The Plan could be located by the Council. He pointed out the bike lanes were included in the Active Transportation Plan portion of the Master Plan.

A safety analysis and crash density had also been included in the Master Plan which identified crash locations and statistics. He mentioned recommendations had also been included. He informed the Council two roads within Layton City had been identified by Wasatch Front Regional Council (WFRC) to complete a safety audit.

A discussion took place regarding City roads and information included within the Transportation Master Plan document.

Mr. Jackson briefly reviewed the Impact Fee Facilities Plan with the Council and pointed out the following:

- Roadway improvements needed to accommodate anticipated development
- Existing deficiencies not included, only growth related
- Complied with State Code
- Based on the City's Transportation Master Plan (2025) for travel demand
- Focused on 10 year capital improvements (didn't include operation and maintenance)
- Projects planned through 2034
 - o Maintained level of service 'D' without burdening existing residents
 - o Included widening, new roads, restriping and signals to accommodate future growth

He reviewed the projected growth and service levels for most roads meeting a 'D' or better rating. He briefly highlighted and reviewed Planned Roadway Projects: 13 projects with total cost of \$71.4M and of that \$11.4M were Impact Fee eligible. He also reviewed the Planned Intersection Projects: 14 projects totaling \$6.2M with \$3.8M Impact Fee eligible.

He presented the Impact Fee Analysis prepared by Zions Bank and reviewed its purpose with the Council:

- Calculates fees to ensure new development pays
- Was compliant with the State's Impact Fees Act Code
- Based on the City's Impact Fees Facilities Plan (January 2025)
- Impact fees based on average daily traffic as opposed to PM peak traffic

- Impact fees to be spent or encumbered within six years after the Impact fee was paid
- Compared current land uses with Institute of Transportation Engineer Codes
- Impact fees could be implemented 90 days following adoption by the City Council

Mr. Jackson reviewed the proposed Impact Fee and explained the formula used for calculations.

PROPOSED AMENDMENTS TO LAYTON CITY MUNICIPAL CODE, TITLE 19 ZONING, CHAPTER 19.02 DEFINITIONS, AND CHAPTER 19.06 LAND USE REGULATIONS TO ESTABLISH DEFINITIONS AND ESTABLISH SIZE LIMITATIONS FOR COMMERCIAL USES WITHIN MANUFACTURING ZONES – ORDINANCE 25-21

Weston Applonie, Community and Economic Development Director, shared a visual presentation specific to Innovative Dance and reminded the Council of the history regarding its business license and explained Staff had presented some options which could be considered. Staff completed research and identified the proposed changes:

- Exception for athletic uses located in M-2 Zone, within 275' of arterial roadway
- Created definitions for athletic center, sports facility, and studio health land uses
- Updated the Land Use Regulation Table 6-2

He shared the draft text included in the proposed ordinance which identified the three main users and provided further explanation regarding the term 'athletic center'. He also shared an illustration which reflected buildings within the City which could be applicable to the proposed text amendment uses. Members of the Council requested clarification on specific uses such as a gymnastic studio or axe throwing facility and a discussion followed.

Councilmember Morris inquired how the business was allowed to operate without possessing a current business license and Mr. Applonie explained the process followed by different City Staff and a discussion followed. He clarified the business/dance studio was aware that if the Council didn't approve the agenda item, it would need to vacate the building. Mr. Applonie clarified both the building owner and business owner were aware of the current situation and potential consequences.

Mr. Applonie mentioned owners of these flex space structures often have a difficult time filling the space with true industrial uses and shared examples. The discussion continued. Mr. Applonie emphasized this would only be applicable to the two industrial areas along West Gordon Avenue and West Hill Field Road.

The meeting adjourned at 6:57 p.m.

Kimberly S Read, City Recorder

MINUTES OF LAYTON CITY COUNCIL MEETING

OCTOBER 2, 2025; 7:00 P.M.

MAYOR AND COUNCILMEMBERS

PRESENT:

MAYOR JOY PETRO, CLINT MORRIS, TYSON ROBERTS, AND BETTINA SMITH EDMONDSON

EXCUSED:

ZACH BLOXHAM AND DAVE THOMAS

STAFF PRESENT:

ALEX JENSEN, CLINT DRAKE, WESTON APPLONIE, STEPHEN JACKSON, MINDY HUNSAKER, DAVID PRICE, KIMBERLY

ZYGMANT, AND KIM READ

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

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

MINUTES:

There were no minutes before the Council for approval.

MUNICIPAL EVENT ANNOUNCEMENTS:

Councilmember Roberts announced the following:

- Surf 'n Swim had installed a new wave machine thanks to a RAMP (Recreation, Arts, Museum, and Parks) Grant
- Family Recreation Event:
 - Spooky Swim at Surf 'n Swim on Saturday, October 11, 2025, 12:00-6:00 PM, \$3 admission.
 He indicated there would be fun Halloween themed activities.
- Halloween Bash was scheduled for Friday, October 17, 2025, at the Amphitheater Plaza in Commons
 Park from 6:00-8:30 PM. The free activity would provide live music, Halloween themed games, and
 lots of fun for the entire family.
- 'Whispers in the Dark' storytelling, in conjunction with Davis Arts Council, on Saturday, October 18, 2025, from 3:00-9:00 PM at the Amphitheater. This storytelling event would also be free.
- Saturday, November 22, 2025, Turkey Bowl at Davis Lanes. He mentioned registration was filling up quickly. Admission would be \$25 per lane, for up to six bowlers.

DRAFT

Councilmember Smith Edmondson announced the following:

- Monday, October 6, 2025, Davis County Communities That Care (CTC) would be hosting a free family dinner event from 6:00-8:00 PM at Pioneer Park in Kaysville City. She mentioned three CTC Chapters were hosting the event. She also mentioned some prevention events were also scheduled for that week which would be free.
- Classes were beginning this month and encouraged those interested to visit the website:
 <u>www.dbhutah.org</u> to register for the free events. She mentioned childcare would be available, as well as dinner for participants and their families.

Mayor Petro announced the MyHometown Resource Center would be hosting an Open House on Thursday, October 9, 2025 from 6:30-8:30 PM. The location of the Resource Center would be the Church of Jesus Christ of Latter-day Saints church house located at 845 North 1150 East, Layton. This was behind the Fresh Market grocery store. She mentioned more information regarding MyHometown and CTC would be available.

PRESENTATIONS:

Mayor Petro announced the passing of longtime Layton City resident Ronald Layton, descendant of Christopher Layton, and mentioned he had been a longtime employee, 34 years as a Layton City firefighter.

She requested a moment of silence in his honor.

CITIZEN COMMENTS:

Jennifer Bazzano, resident, expressed appreciation to the Council and Staff and stated she was thankful to live in Layton City. She reminded the Council she had been advocating for a dog park for approximately two years. She pointed out the number of multi-family housing units, not only existing, but which were being developed and expressed her opinion the City needed a dog park. She shared some statistics to the benefits of a dog park and expressed her opinion it was irresponsible for the largest City within the County to not have an accessible dog park. She mentioned there was a need for an off-leash trail system for dog owners. She requested the Council consider placing the request on a future agenda.

James Linton, resident, informed the Council he was a parent of five home-schooled children, with one of his daughters excelling in soccer and shared his personal experience being involved with a local soccer club. He expressed concern that he had been formally informed he could no longer use the City's parks for practice

because these field facilities had been rented by various private sports clubs. He pointed out his personal property taxes funded these facilities which were rented or had exclusive privileges for a fee. He requested the City and the Davis School District allow their field use be available on a first-come basis.

CONSENT AGENDA:

ACCEPT PUBLIC COMMENT REGARDING THE RAMP (RECREATION, ARTS, MUSEUM, AND PARKS) TAX REAUTHORIZATION

Kimberly Zygmant, Parks and Recreation Deputy Director, shared a visual presentation specific to the RAMP Tax for the previous decade. In 2015, Layton City voters approved a local sales and use tax to support RAMP initiatives. For the last ten years, this RAMP tax had provided one-tenth of one percent sales and use tax (paid by residents and non-residents alike who shop in Layton) to support recreation, arts, museums, and parks in Layton. One penny on each \$10 sold in Layton had provided over \$17,000,000 in revenue over the past ten years used solely to improve recreation, arts, museums, and parks for the benefit of its residents.

This ten-year authorization was set to expire. In accordance with Utah Code, the City would like to submit an opinion question to voters to authorize the continuation of this local sales and use tax of one-tenth of one percent. This voter approval or reauthorization would not raise residents' tax rates.

Mayor Petro and the City Council supported placing an opinion question on the ballot. As part of this process, the public is invited to comment regarding the RAMP Tax reauthorization, giving an opportunity for both sides of the question to express opinions.

Ms. Zygmant highlighted the amount of grant funding requests which had been granted within the past ten years and also identified the allocation for the funding. She also shared illustrations highlighting the various projects which came to fruition as a result of the grant funding.

Mayor Petro called for public comments.

Jory Argyle, resident, stated he was in favor of RAMP and pointed out visitors to the City purchasing food and fuel would pay this tax. He stated the direct and indirect benefits of RAMP were significant. He pointed out the presentation illustrated the projects and amenities were amazing; however, the indirect benefits were also significant and hoped the public recognized those.

Mayor Petro clarified the RAMP Tax wasn't applicable to groceries; rather it was applicable to food purchased at restaurants. She also clarified fuel purchases were also excluded from the RAMP Tax. She emphasized the City had greatly benefitted from the RAMP Tax over the previous 10 years and suggested many of the fine amenities to the City might not have been able to come to fruition without the RAMP Tax. She expressed appreciation to those residents which supported RAMP.

Councilmember Smith Edmondson reiterated the RAMP Tax was one penny for every \$10 spent within the City, not only by residents but visitors from neighboring areas spending money in Layton City. She reminded the public that many of the things funded by RAMP contributed to making Layton a great place to call home. She was grateful for the many opportunities RAMP provided to her children.

<u>PLAT AMENDMENT – Y.A.G. COMMERCIAL SUBDIVISION PHASE 1 – 296 NORTH MAIN STREET</u>

Weston Applonie, Community and Economic Development Director, introduced the agenda item and identified the location of the parcel. The request would be to consolidate two subdivisions into a new commercial subdivision. He explained Pace's drive thru restaurant would remain; however, the other two buildings on the illustration had been demolished to make way for a new KIA car dealership.

He mentioned the Planning Commission granted a Conditional Use Permit during its meeting on Tuesday, April 22, 2025. He informed the Council the Planning Commission reviewed the plat amendment during its meeting on Tuesday, September 9, 2025, and recommended approval.

Staff supported the recommendation and asked if there were any questions.

Councilmember Smith Edmondson inquired about the need for the Conditional Use Permit in this area and Mr. Applonie responded the area was currently zoned C-H, Highway Commercial, which required Conditional Use approval, by the Planning Commission, for specific uses, one of those being a car dealership and explained the purpose for that process.

Councilmember Roberts requested clarification whether the two lots had the same owner. Mr. Applonie responded there were two separate property owners and mentioned there cross-access easements between the two lots for ingress and egress. Councilmember Roberts inquired whether Mr. Applonie believed the parcel was adequately sized for parking and the stacking of vehicles. Mr. Applonie responded the request met current code.

AMENDMENT NUMBER 1 OF THE INTERLOCAL COOPERATION AGREEMENT BETWEEN

LAYTON CITY AND DAVIS COUNTY FOR TRANSPORTATION PROJECT REIMBURSEMENT

- RESOLUTION 25-48 - ALONG 3200 WEST BETWEEN WEST HILL FIELD ROAD AND

GORDON AVENUE AND ALONG WEST HILL FIELD ROAD BETWEEN 3200 WEST AND 3650

WEST

Stephen Jackson, Public Works Director, introduced the agenda item and explained the City had received funds from Davis County in 2023 to assist in completing the road widening project at 3200 West/West Hill Field Road. He indicated there was a timeline associated with the grant funding; however, the City had experienced delays associated with the project, therefore, the City had requested an extension of that completion date to June 30, 2027. He reported Davis County had agreed to that extension. He added all previous terms identified in the agreement would be the same other than the extension of the completion deadline to June 30, 2027.

He asked if there were any questions.

Councilmember Smith Edmondson inquired whether Staff believed it would take that amount of time, June 30, 2027, to acquire property and complete the project. Mr. Jackson responded he anticipated soliciting bids later this year with construction beginning in the spring and taking place during the summer of 2026.

Mayor Petro expressed appreciation to Davis County COG (Council of Governments) for granting the extension.

AMENDMENT NUMBER 1 TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN
LAYTON CITY AND DAVIS COUNTY FOR TRANSPORTATION PROJECT REIMBURSEMENT
- RESOLUTION 25-49 - ALONG WEST HILL FIELD ROAD BETWEEN 2700 WEST AND 3200
WEST

Mr. Jackson introduced the agenda item and explained this agreement was specific to a road project along West Hill Field Road between 3200 West and 2700 West, in the same area as the previous agenda item. He shared a visual illustration. He reminded the Council, the City had received a grant for \$3.12M from Davis County COG in January 2024. He mentioned the City had experienced delays associated with property acquisition and design and had requested an extension from January 2026 to June 30, 2027. He reported COG had granted the extension agreement and mentioned Staff intended to bid both projects as one project in order for one contractor to complete both projects which he believed would contribute to a more successful project.

Staff recommended approval and asked if there were any questions.

There were no questions from the Council.

MOTION: Councilmember Roberts moved to approve the Consent Agenda, including Item A – Accepting Public Comment regarding the RAMP Tax Opinion Question, as presented. Councilmember Smith Edmondson seconded the motion, which passed unanimously. **Councilmembers Bloxham and Roberts were not present for the vote.**

PUBLIC HEARING:

ADOPTION OF THE TRANSPORTATION MASTER PLAN, ROADWAY IMPACT FEE FACILITIES PLAN AND TRANSPORTATION IMPACT FEE ANALYSIS – RESOLUTION 25-47

Mr. Jackson introduced the agenda item and acknowledged and recognized the consultants, Wall Consultant Group and Zions Public Finance, including Engineering Staff which helped compile The Plan. The City's current plan had been created by Horrocks Engineers. He identified the three components of The Plan:

- Transportation Master Plan (TMP)
- Impact Fee Facilities Plan (IFFP)
- Impact Fee Analysis (IFA)

He announced these documents guide the City's transportation facility investment through 2034 and 2050. It supported City growth and regional mobility in the area, with neighboring entities in addition to Wasatch Front Regional Council, and also ensured safety, accessibility, and economic vitality.

He referenced the Transportation Master Plan Story Map and reviewed the TMP's components. He mentioned the level of service had been considered with the travel demand model and shared an illustration which reflected the City's current conditions as well as those needed in the future. He shared the list of identified roadway projects, intersection projects, as well as public transit service within the City. He mentioned the City's Active Transportation Plan had also been included in the Plan. He then shared an illustration which reflected the crash density within the City.

He stated the comprehensive plan would guide the City regarding transportation needs and projects and that information would then be used to create the Impact Fee Facilities Plan. These Impact Fees would be applicable to new development and could only be appropriated toward growth related road projects, not existing

deficiencies as designated by the Impact Fee Act. Anticipated growth in the City within the next 10 years would be just over 122,000 average daily trips. He explained that figure had been used in determining what would be needed to keep the City's roads at a 'D' level of service or better; 13 roadway projects had been identified totaling \$71M, with \$11.4M Impact Fee eligible or \$12.9M when inflationary costs have been factored. He indicated there were possible outside funding sources for some of these projects. He continued to identify the 14 intersection projects for a total cost of \$6.2M, with \$3.8M Impact Fee eligible or \$4.3M with inflationary costs.

Mr. Jackson explained the third component of The Plan included the Impact Fee Analysis (IFA). This calculated fees for new development to pay its proportionate share for growth related roadway projects and identified its purpose pointing out the funds had to be appropriated for identified projects and encumbered within six years after the fee had been paid. He emphasized the Impact Fees could be implemented 90 days following adoption by the City Council and requested the date of January 5, 2026 be designated for the purpose of collecting Impact Fees. He reviewed the proposed Impact Fees, explained how they had been calculated, and identified the summary of cost per trip of \$173.37. He mentioned the appeal process associated with the proposed Impact Fees.

Staff recommended approval of The Plan.

Mayor Petro asked if there were any questions from the Council.

Councilmember Morris inquired whether the West Hill Field Road project would be moved up for completion and Mr. Jackson responded the current three lane road would eventually become a five-lane road. Councilmember Morris requested Mr. Jackson share his thoughts with how the City could fund its roads not only now, but in the future. Mr. Jackson suggested the City should seek funding from other sources as well as consider implementing a Transportation Utility Fee which other cities had used to bridge the gap between B&C road funds and City funds. He continued to explain how roads could be constructed on a smaller scale and completed at its full width at a later time when traffic justified that need.

Mayor Petro opened the public hearing at 8:00 p.m.

Mayor Petro called for public comment.

Mr. Argyle stated he was pleased to see the City's plans for east/west travel. He inquired whether the City had consulted with other utility agencies when constructing these roads. Mr. Jackson responded in the affirmative

and stated the City was judicious in considering the utility infrastructure when completing road infrastructure.

He also indicated there were Impact Fees designated for storm drain, water, and potentially a sewer impact fee.

MOTION: Councilmember Morris moved to close the public hearing at 8:03 PM and approve adoption of the

Transportation Master Plan, Roadway Impact Fee Facilities Plan and Transportation Impact Fee Analysis – as

presented, Resolution 25-47 with an effective date of January 5, 2026 for Impact Fees. Councilmember Smith

Edmondson seconded the motion. The motion passed with the following vote: Voting AYE -

Councilmembers Roberts, and Morris.

Councilmember Smith Edmondson announced the entire Transportation Plan would be available to the public

on the City's website. She also expressed concern with the term 'Unstable' reflected in The Plan should have

a different designation. Voting AYE – Smith Edmondson. Voting NO – None. Councilmembers Bloxham

and Thomas were not present for the vote.

UNFINISHED BUSINESS:

Mayor Petro announced she failed to excuse Councilmembers Bloxham and Thomas at the beginning of the

meeting. She also requested a representative from the group of young men in the audience come forward and

introduce them to the Council. An adult stated the young men were a youth group near Gordon Avenue in the

eastern area of the City and suggested the Transportation Master Plan would be influential to that area.

The meeting adjourned at 8:07 p.m.

Kimberly S Read, City Recorder

LAYTON CITY COUNCIL MEETING AGENDA ITEM COVER SHEET

Item Number: 3.A.
Subject: Layton City Youth Council Swearing In
Background: The new Layton City Youth Councilmembers will be sworn in by the City Recorder.
Alternatives: N/A
Recommendation: N/A

LAYTON CITY COUNCIL MEETING AGENDA ITEM COVER SHEET

Item Number: 6.A.

Subject:

Annexation and Rezone Request with Development Agreement – Stevenson Fields Subdivision – R-S (Residential Suburban) and Unincorporated Area to R-1-10 PRUD (Single-Family, Planned Residential Unit Development) – Ordinance 25-11 and Ordinance 25-12 – Approximately 2073 West Gentile Street

Background:

The applicant, Shaun Athey with Destination Homes is seeking approval for a rezone request to R-1-10 PRUD to develop the subject properties as a planned residential neighborhood. The total area proposed for the rezone consists of 75.66 acres, 58.297 acres of which is unincorporated and is required to be annexed for development to occur. The proposed development area is approximately 68.42 acres. The subject property is located at the southeast corner of Gentile Street and 2200 West. Properties located to the north along Gentile Street are zoned R-S (Residential Suburban). Properties located to the west and south are zoned A (Agriculture), R-S, and R-1-10 (Single-Family Residential). Properties to the east are unincorporated. The annexation petition of the unincorporated area was accepted by the Council on May 1, 2025 and certified by the Council on May 15, 2025.

Layton City owns 7.24 acres of land adjacent to the development area that is used for, and will continue to be used as a regional storm water detention basin. State Code requires that the annexation process not create unincorporated islands. As such, 5.47 acres of the City-owned property that is unincorporated will also need to be annexed into the City. Therefore the 7.24 acres of City-owned property is included in the total area of 75.66 acres. The remaining incorporated area of the detention basin located next to 2200 West is zoned R-S. The rezone request includes the City-owned properties for the purpose to match the zoning with the adjacent properties. Those properties are not a part of the development and alternatively could be zoned A, which would also align with the annexation policy of the City.

The General Plan designates this area as Low Density Residential with the Neighborhood Agricultural Heritage Overlay. The rezone request of R-1-10 PRUD is consistent with the direction of the General Plan. A PRUD is a master planned, architecturally-designed, development in which the regulations of the underlying zone may be modified to allow flexibility and be innovative in site and building design. Modifications of the underlying zoning regulations may only be approved upon execution of a development agreement.

The purpose of the annexation and rezone petition is to subdivide and develop the property in accordance with the development standards of the R-1-10 PRUD zoning and standards included within a development agreement. The proposed subdivision will include a total of 335 homes at a density of 4.89 units per acre as permitted through the use of the PRUD overlay. The residential unit mix includes: 92 single-family front-loaded lots, 170 single-family alley-loaded lots, and 73 townhome lots.

Alternatives:

Alternatives to the First Motion are: 1) Adopt Ordinance 25-11, approving the annexation of approximately 58.428 located at approximately 2073 West Gentile Street based on consistency with the Annexation Plan; or 2) Not adopt Ordinance 25-11, denying the annexation request of approximately 58.428 located at approximately 2073 West Gentile Street.

Alternatives to the Second Motion are: 1) Adopt Ordinance 25-12, approving the rezone request of approximately 75.66 acres located at approximately 2073 West Gentile Street from R-S (Residential Suburban) and unincorporated area to R-1-10 PRUD (Single-Family Residential, Planned Residential Unit Development) with a Development Agreement; or 2) Not adopt Ordinance 25-12, denying the rezone request with a Development Agreement.

Recommendation:

On November 25, 2025, the Planning Commission forwarded a recommendation of approval to the City Council

for the rezone request of approximately 75.66 acres located at approximately 2073 West Gentile Street from R-S (Residential Suburban) and Unincorporated Area to R-1-10 PRUD (Single-Family Residential, Planned Residential Unit Development) with a Development Agreement.

Staff supports the Planning Commission's recommendation, and also recommends the City Council adopt Ordinances 25-11 and 25-12 approving the annexation and rezone request with a Development Agreement as requested. This recommendation is based on compliance with the City's Annexation Policy, General Plan, City Code, and Development Guidelines and Design Standards (Public Works/Engineering Standards).

ORDINANCE 25-11

(Stevenson Fields Subdivision Annexation)

AN ORDINANCE ANNEXING REAL PROPERTIES LOCATED AT APPROXIMATELY 2073 WEST GENTILE STREET INTO THE CITY AND EXTENDING THE CORPORATE LIMITS OF LAYTON CITY; PROVIDING FOR REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, the City has determined that the properties located at approximately 2073 West Gentile Street are part of an existing unincorporated area of properties contiguous to Layton City; and

WHEREAS, these properties are identified in the Layton City Annexation Policy Plan, Expansion Area Five, adopted by the City Council on December 5, 2002; and

WHEREAS, a plat of said real properties has been prepared under the supervision of a competent surveyor, showing the size and location of said real properties and showing that the same is contiguous to the present corporate limits of Layton City; and

WHEREAS, the City Council has approved a development agreement that will guide the future development of the property; and

WHEREAS, the City Council has determined that in their judgment, this annexation meets the standards set forth in the Utah State Code, and the noticing requirements therein have been satisfied; and

WHEREAS, the Layton City Council deems it to be in the best interest of the City and its citizens to annex the real property described herein to Layton City.

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

<u>SECTION 1</u>. **Repealer.** If any provision of Layton City's ordinance that is deemed to be inconsistent with this amendment is hereby repealed.

<u>SECTION 2</u>. **Enactment.** That the following described rear property is hereby annexed into Layton City, and the corporate limits of the City are hereby extended to include said rear property.

BEGINNING AT A POINT WHICH IS SOUTH 0°11'01" WEST 328.96 FEET ALONG THE SECTION LINE AND SOUTH 89°48'59" EAST 233.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 30 AND RUNNING THENCE:

NORTH 89°55'41" EAST 1095.09 FEET;

THENCE SOUTH 0°00'03" WEST 2311.67 FEET;

THENCE SOUTH 89°57'45" WEST 1102.28 FEET;

THENCE NORTH 0°10'44" EAST 2311.03 FEET TO THE POINT OF BEGINNING.

CONTAINS: 2539437.83 SQUARE FEET OR 58.297 ACRES.

SECTION 3: Filing. The City Recorder is directed to file a certified copy of the plat of said real property and a certified copy of this ordinance of annexation with the Davis County Recorder; and within 60 days after the enactment hereof, the City Council shall file with the Lieutenant Governor a notice of impending boundary action, as defined in Section 67-1a-6.5 UCA that meets the requirements of Section 67-1a-6.5(3) UCA and a copy of an approved final plat, as defined in Section 67-1a-6.5.

<u>SECTION 4</u>. **Severability.** If any part of this ordinance is found to be invalid by a court of competent jurisdiction, the remaining language shall remain in full force and effect.

<u>SECTION 5</u>. **Effective Date.** This ordinance amendment shall become effective immediately upon posting.

PASSED AND ADOPTED BY THE LAYTON CITY COUNCIL ON THIS 4^{th} DAY OF DECEMBER, 2025.

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ORDINANCE 25-12

(Stevenson Fields Subdivision Rezone)

AN ORDINANCE AMENDING THE ZONING MAP; CHANGING THE ZONING CLASSIFICATION OF THE HEREINAFTER DESCRIBED PROPERTIES LOCATED AT APPROXIMATELY 2073 WEST GENTILE STREET FROM R-S (RESIDENTIAL SUBURBAN) TO R-1-10 PRUD (SINGLE-FAMILY RESIDENTIAL, PLANNED RESIDENTIAL UNIT DEVELOPMENT); PROVIDING FOR REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, the City has been petitioned for a change in the zoning classification for the properties described herein below; and

WHEREAS, the City has determined that the properties located at approximately 2073 West Gentile Street include an existing unincorporated parcel of property contiguous to Layton City; and

WHEREAS, the City Council has approved an annexation and development agreement that will guide the future development of the property; and

WHEREAS, the Planning Commission has reviewed the petition and has recommended that the petition to rezone said properties from R-S to R-1-10 PRUD be approved; and

WHEREAS, the City 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 City Council has determined that this amendment is rationally based, is reasonable, is consistent with the intent of the City's General Plan, which is in furtherance of the general health, safety, and welfare of the citizenry.

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

<u>SECTION 1</u>. **Repealer.** If any provision of Layton City's ordinance that is deemed to be inconsistent with this amendment is hereby repealed.

<u>SECTION 2</u>. **Enactment.** The zoning map is hereby amended by changing the zone classification of the following properties from A to R-1-10 PRUD.

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF GENTILE STREET SAID POINT ALSO BEING NORTH 89°55'40" EAST 33.00 FEET ALONG THE SECTION LINE AND SOUTH 00°11'01" WEST 33.00 FEET FROM THE NORTHWEST CORNER OF SECTION 30, AND RUNNING THENCE:

NORTH 89°55'40" EAST 518.50 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF GENTILE STREET; THENCE SOUTH 0°11'01" WEST 384.56 FEET; THENCE NORTH 89°55'40" EAST 281.43 FEET; THENCE NORTH 0°01'50" EAST 384.56 FEET; THENCE NORTH 89°55'40" EAST 495.25 FEET; THENCE SOUTH 0°00'03" WEST 2608.67 FEET TO THE NORTHERLY LINE OF EVERGREEN FARMS SUBDIVISION – PHASE 3F; THENCE SOUTH 89°57'45" WEST 1302.46 FEET TO ALONG AND BEYOND SAID NORTHERLY LINE TO THE EASTERLY RIGHT-OF-WAY LINE OF 2200 WEST STREET; THENCE NORTH 00°11'01" EAST 932.74 FEET ALONG SAID EASTERLY LINE OF 2200 WEST STREET THE LAYTON CITY PARCEL;

THENCE ALONG THE PERIMETER OF THE LAYTON CITY PARCEL THE FOLLOWING SIX (6) COURSES AND DISTANCES:

Page 2, Ordinance 25-12

- 1) SOUTH 47°46'19" EAST 109.59 FEET;
- 2) SOUTH 36°25'47" EAST 648.46 FEET;
- 3) SOUTH 89°48'59" EAST 340.86 FEET;
- 4) NORTH 0°11'01" EAST 61.16 FEET;
- 5) NORTH 36°25'47" WEST 1011.26 FEET;
- 6) NORTH 89°48'57" WEST 205.87 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 2200 WEST STREET;

THENCE NORTH 0°11'01" EAST 1396.19 FEET THE POINT OF BEGINNING.

CONTAINS: 68.42 ACRES +/-

FUTURE DETENTION POND PART OF THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, MORE PART'LY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 30; THENCE SOUTH 00^11'01" WEST & ALONG THE WESTERLY LINE OF THE NORTHWEST CORNER OF SAID SECTION 30 A DISTANCE OF 1429.15 FEET; THENCE EAST A DISTANCE OF 33.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF 2200 WEST STREET IN LAYTON & THE POINT OF BEGINNING, THENCE SOUTH 89^48'57" EAST A DISTANCE OF 200.00 FEET; THENCE SOUTH 0^11'01" WEST 512.81 FEET; THENCE NORTH 36^25'47" WEST A DISTANCE OF 199.19 FEET; THENCE NORTH 47^46'19" WEST A DISTANCE OF 109.59 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF 2200 WEST; THENCE NORTH 00^11'01" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 278.99 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.77 ACRES +/-

FUTURE DETENTION POND DESCRIBED AS FOLLOWS: PART OF THE NORTHWEST CORNER OF SECTION 30 TOWNSHIPT 4 NORTH RANGE 1 WEST, SALT LAKE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 30; THENCE SOUTH 00^11'01" WEST AND ALONG THE WESTERN LINE OF THE NORTHWEST CORNER OF SAID SECTION 30 A DISTANCE OF 1429.15 FEET; THENCE EAST A DISTANCE OF 233.00 FEET & SOUTH 0^11'01" WEST 283.15 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 89^48'57" EAST A DISTANCE OF 5.87 FEET; THENCE SOUTH 36^25'47" EAST A DISTANCE OF 1011.26 FEET; THENCE SOUTH 00^11'01" WEST A DISTANCE OF 61.16 FEET; THENCE NORTH 89^48'59" WEST A DISTANCE OF 340.86 FEET; THENCE NORTH 36^25'47" WEST A DISTANCE OF 449.27 FEET; THENCE NORTH 0^11'01" EAST 512.81 FEET TO THE POINT OF BEGINNING. IN ADDITION TO THE FOREGOING CONVEYANCE, GRANTOR ALSO CONVEYS A DESCRIBED STORM DRAIN EASEMENT.

CONTAINS: 5.47 ACRES +/-

<u>SECTION 3</u>. **Severability.** If any part of this ordinance is found to be invalid by a court of competent jurisdiction, the remaining language shall remain in full force and effect.

<u>SECTION 4</u>. **Effective Date.** This ordinance amendment shall become effective immediately upon posting.

PASSED AND ADOPTED BY THE LAYTON CITY COUNCIL ON THIS 4th DAY OF DECEMBER, 2025.

	AYE	NAY	ABSENT	ABSTAIN
Joy Petro	-			
Zach Bloxham		<u></u>		
Clint Morris				
Tyson Roberts				
Bettina Smith Edmondson	4	(Inchised the Control of the Control		9 -1
Dave Thomas				
ATTEST			JOY PETRO, Mayor	
KIMBERLY S READ, City I	Recorder			
CLINT DRAKE, City Attorn	ey	FOR-	WESTON APPLONI Economic Developm	

WHEN RECORDED, RETURN TO:

LAYTON CITY CORPORATION 437 North Wasatch Drive Layton, Utah 84041 Attn: City Manager

AGREEMENT FOR DEVLEOPMENT OF LAND BETWEEN LAYTON CITY AND LHM DEV DSH, LLC FOR THE STEVENSON FIELDS SUBDIVISION

AGREEMENT FOR ANNEXATION AND DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND LHM DEV DSH, LLC

FOR

STEVENSON FIELDS PRUD SUBDIVISION

THIS AGREEMENT FOR ANNEXATION AND DEVELOPMENT OF LAND THE STEVENSON FIELDS PRUD SUBDIVION (herein referred to as "Agreement") is made and entered into this ____ day of ______, 2025, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and LHM DEV DSH, LLC, a Utah limited liability company (hereinafter referred to as "Owner"), with City and Owner collectively referred to herein as "Parties" and separately as "Party."

RECITALS

WHEREAS, in furtherance of the objectives of the Layton City General Plan ("General Plan"), City has considered an application for annexation and rezone for certain property located at approximately Gentile Street and 2200 West Street in the City (hereinafter the "Subject Area") from A (Agriculture) to R-1-10 PRUD (Single Family Residential, Planned Residential Unit Development) as depicted in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, Parties desire to enter in to this Agreement to provide for the development of the Subject Area consisting of approximately 68.42 acres of privately owned land to be developed (hereinafter the "Development Area" as depicted on Exhibit A), in a manner consistent with the City's General Plan, and generally in accordance with the conceptual PRUD plan attached hereto as Exhibit B ("PRUD Conceptual Site Plan"); and

WHEREAS, Parties desire to connect the Development Area into the City trail network by developing a portion of the Utah Power and Light Corridor Trail located within the City-Owned parcels consisting of approximately 7.24 acres as shown on the conceptual PRUD plan and the landscaping and amenities plan both included as part of Exhibits B & D; and

WHEREAS, City is willing to grant approval of R-1-10 PRUD on the Subject Area, subject to Owner agreeing to certain limitations and undertakings described herein, which Agreement will provide protection to surrounding property values and will enable the City Council (the "Council") to consider the approval of such development at this time; and

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

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

ARTICLE I DEFINITIONS

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

- 1.1 "Applicable Law(s)" means the laws of the City, State of Utah and the United States that are in effect as of the Effective Date, including the laws, ordinances, policies, standards, guidelines, directives, procedures, and processing fee schedules of the City as of the Effective Date.
- 1.2 "City's Undertakings" shall mean the obligations of the City set forth in Article
- 1.3 "**Development Activity**" as defined in Utah Code § 11-36a-102(3) as amended means any construction or expansion of a building, structure, site, or use, any change in use of a building or structure, or any changes in the use of land that creates additional demand and need for Public Facilities.
- 1.4 "Homeowners Association" or "HOA" shall mean an incorporated nonprofit organization operating under the direction of the shared property owners.
- 1.5 "Owner's Undertakings" shall mean the obligations of the Owner set forth in Article IV.
- 1.6 "Pattern Book" means those certain design and development standards attached hereto as Exhibit C.
- 1.7 "Project Improvements" as defined in Utah Code § 11-36a-102(15) as amended means site improvements and facilities that are: (i) planned and designed to provide service for development resulting from a Development Activity; (ii) necessary for the use and convenience of the occupants or users of development resulting from a Development Activity; and (iii) not identified or reimbursed as a System Improvement.
- 1.8 "Public Facilities" as defined in Utah Code § 11-36a-102(17) as amended means only the following impact fee facilities that have a life expectancy of 10 or more years and are owned or operated by or on behalf of a local political subdivision or private entity: (a) water rights and water supply, treatment, storage, and distribution facilities; (b) wastewater collection and treatment facilities; (c) storm water, drainage, and flood control facilities; (d) municipal power facilities; (e) roadway facilities; (f) parks, recreation facilities, open space, and trails; (g) public safety facilities; (h) environmental mitigation as provided in Section 11-36a-205; or (i) municipal natural gas facilities.
- 1.9 "R-1-10 (PRUD)" zoning shall mean a single family and townhome residential use district with a planned residential unit development overlay. The use, maximum density, site and building design standards of the R-1-10 (PRUD) zoning are regulated by Titles 18 and 19 of Layton Municipal Code ("City Code").

1.10 "System Improvements" as defined in Utah Code § 11-36a-102(22) as amended means (i) existing Public Facilities that are: (A) identified in the impact fee analysis under Utah Code § 11-36a-304; and (B) designed to provide services to service areas within the community at large; and (ii) future Public Facilities identified in the impact fee analysis under Utah Code § 11-36a-304 that are intended to provide services to service areas within the community at large.

ARTICLE II CONDITIONS PRECEDENT

- 2.1 **Approval by Resolution**. This Agreement shall not take effect until City has approved this Agreement pursuant to a resolution of the Council (the "Effective Date").
- 2.2 Annexation and Designation as R-1-10 (PRUD). The Annexation Property shall be annexed into the City in accordance with Utah Code 10-2-401 et seq. and all Applicable laws. R-1-10 (PRUD) zoning shall be applied to the Development Area consistent with Exhibit A is a condition precedent to Owner's Undertakings.

ARTICLE III CITY'S UNDERTAKINGS

- 3.1 **Zoning**. Subject to the satisfaction of the conditions set forth in Article IV, City shall approve the rezone of the Subject Area from its present zoning to R-1-10 PRUD, as depicted on Exhibit A, with an effective date of no sooner than the Effective Date and adoptions of this Agreement by the Council. Any zoning amendment shall occur upon finding by the Council that it is in the best interest of the health, safety, and welfare of the citizens of the City to make such a change at this time. All permits and site plan reviews and approvals shall be made pursuant to City ordinances. Nothing herein shall be construed as a waiver of the required reviews and approvals required by City ordinance. The proposed zoning changes are as reflected on Exhibit A for the Development Area.
- 3.2 Vested Rights Granted by Approval of the Agreement. To the fullest extent permissible under Applicable Law, as of the Effective Date, this Agreement grants and vests in Owner all rights, consistent with the City Code, to develop the Development Area according to the PRUD Conceptual Site Plan and under Applicable Law, which rights shall continue for the duration of this Agreement. The Parties intend that the rights granted to Owner and the entitlements for the Development Area under this Agreement are both contractual and provided under the common law concept of vested rights.

ARTICLE IV OWNER'S UNDERTAKINGS AND RIGHTS

After the Effective Date, and conditioned upon City's performance of its undertakings set forth in Article III, and provided Owner has not terminated this Agreement pursuant to Section 7.8, Owner agrees to the following:

4.1 **Development Size**. The Development Area contains approximately 68.42 acres consisting of the following parcels:

Parcel ID: 110830004

Parcel ID: 110830005

Parcel ID: 110830021

Parcel ID: 110830022

Parcel ID: 110830051

Parcel ID: 110830052

Parcel ID: 110830057

Parcel ID: 110830067

Parcel ID: 110830068

Parcel ID: 110830069

Parcel ID: 110830070

Parcel ID: 110830071

Parcel ID: 110830072

Parcel ID: 110830073 (City-owned)

Parcel ID: 110830074 (City-owned)

- 4.2 **Applicable Laws and Regulations.** Except as otherwise set forth in this Agreement, all development and improvements of any sort, on-site or off-site, relating to the Development Area shall comply with the Applicable Laws.
- 4.3 **Not Considered Approvals.** Except as otherwise provided herein, these enumerations are not to be construed as approvals thereof, as any required approval process must be pursued independent hereof.
- 4.4 **Amendments.** Owner agrees to limit development to the uses and requirements provided herein unless any of the Subject Area is rezoned. In such event, City and Owner mutually agree to amend this Agreement in writing to reflect such rezoning.
- 4.5 **Zoning.** Zoning and development of the Development Area shall comply with Article III. Once the Subject Area is zoned in accordance with Article III, development of the Development Area shall comply with all applicable City rules, regulations, and codes.
- 4.5.1 Owner agrees that each phase of the Development Area approved by City must comply with all the requirements of the City Code prior to the approval of any phase in the subdivision.
- 4.5.2 Any proposal to rezone the Development Area from R-1-10 (PRUD) as depicted on Exhibit A to another zone shall require a rezone petition and amendment to this Agreement.

- 4.6 **Density**. The maximum density of residential units shall not exceed 4.9 units per acre with a total of three hundred thirty-five (335) units within the Development Area ("**Maximum Density Entitlement**") and shall be located approximately in the same locations as shown in the PRUD Conceptual Site Plan. The Maximum Density Requirement is conditioned upon satisfaction of the requirements of this Agreement, including the Open Space Amenities provided for in Section 4.9, and as otherwise provided for in Chapter 19.08 Planned Residential Unit Development (PRUD) Over Zone ("**PRUD Ordinance**").
- designated as Open Space on the PRUD Conceptual Site Plan. Location of the Open Space shall be approximately in the same locations as shown in the PRUD Conceptual Site Plan. The Open Space shall be initially maintained by Owner and after the HOA is established by Owner, maintained by the HOA. The construction of Open Space and development amenities shall coincide with the construction of residential units. The percentage of Open Space and associated amenities provided shall be no less than twenty percent (20%) for the Development Area per each phase completed. Each phase of the Development Area shall stand on its own relative to the Open Space and amenities provided to ensure that if the entirety of the Development Area is not constructed, the completed phases of the Development Area have the necessary Open Space and amenities provided as intended by the PRUD Ordinance and this Agreement. Furthermore, building permits shall not be issued for subsequent phases until 75% of the amenities of the prior phase are installed. Additionally, construction of open space amenities shall commence construction no later than after 50% of the residential structures have commenced construction.
- 4.8 **Open Space Amenities.** Each open space amenity shall be provided with the following improvements as necessary for each amenity.
- 4.8.1 Benches. Each developed park and dog park shall be provided with no less than three (3) benches per amenity which are spaced appropriately for the residents using those parks. Benches shall also be placed along proposed trails throughout the development to encourage the use of outdoor recreation by residents as shown on the Landscape and Amenities Plan. For each new segment of trail there shall be a minimum of one (1) bench provided.
- 4.8.2 Picnic Areas. The areas identified as picnic areas with pavilions shall be provided with permanent tables and seating. At a minimum, one picnic table shall be provided per picnic area pavilion. Additional picnic tables shall be added proportionate to the size of the pavilion for larger pavilion areas.
- 4.8.3 Trash Receptacles. Trash receptacles shall be placed throughout the development at the location of site amenities. At a minimum, there shall be one trash receptacle placed at each developed park, dog park, outdoor recreation area, picnic area, and adjacent to most benches along the trail system. Dog refuse stations shall be provided in conjunction with the trash receptacles at dog parks and with trash receptacles near open spaces throughout the development where a reasonable need could be anticipated.
- 4.9 **Landscaping.** Park strips and front yards shall be installed prior occupancy. Alternatively, if between November 1 and March 31, or if inclement weather or other acts of God, such as severe drought, precludes the installation of landscaping, a guarantee equal to the amount

of 125% of the total landscaping may be submitted to the City to secure the completion of the landscaping. The deferral period shall not extend beyond six months or until secondary water providers approve the installation of new landscaping.

- 4.10 **Pattern Book.** The Pattern Book provides for certain design and development standards for the Development Area, including without limitation, the architectural and design theme, setbacks, encroachments, driveway restrictions, and other items related to Owner's Undertakings. Unless otherwise outlined in this Agreement, the Development Area shall comply with the standards outlined in the Pattern Book. In the event of any conflicting development standards between the Pattern Book and the City Code, the Pattern Book shall govern. If the Pattern Book is silent on any development standards, the City Code shall govern. Additionally, the Pattern Book shall not govern over any municipal code standard related to fire, building, or any other life-safety regulation. Pattern Book shall not be altered or changed without written consent of the City and requires a formal amendment of this Agreement in accordance with Section 7.1.
- 4.10.1 **Residential Design Standards**. All units within the Development Area shall comply with the requirements provided for in the PRUD Ordinance and the standards outlined within the Pattern Book, provided, however, for the avoidance of doubt, unless otherwise expressed herein, in the event of a conflict between the City Code and Design Standards and the Pattern Book, the Pattern Book shall govern. All residential units shall have an architectural style that is similar in design, quality, and materials as shown in the Pattern Book. All residential units shall have a front porch, stoop, or other front entrance feature. Front entrance feature dimensions shall be consistent with the Pattern Book. All residential structure finishes shall be consistent with the Pattern Book.
- 4.10.2 All single-family detached large lots shall be the same number, type, and in approximately the same locations as shown in <u>Exhibit C</u>.
- 4.10.3 Building plan submittals shall identify the type of home style for review of the applicable Pattern Book standards.
- 4.10.4 **Building Setbacks**. The building setbacks and related requirements for the Development Area shall be consistent with the Pattern Book. For clarity, porches, stoops, flatwork concrete, stairs and similar features may project into setback spaces. Cantilevers may similarly project into setback spaces; provided, however, all cantilevers shall be consistent with the Pattern Book.
- 4.11 **Utah Power and Light Corridor Trail.** Owner shall construct a 10' wide asphalt trail ("**UP/LC Trail**") that shall be dedicated to the City and that runs adjacent to and be part of the Development Area, as identified in the PRUD Conceptual Site Plan. Such trail shall include the provision of a wider sidewalk along Street F, as identified in the PRUD Conceptual Site Plan, to 2200 West to facilitate a future trail connection on the west side of 2200 West.
- 4.12 **Homeowners Association.** Owner shall provide for and record enforceable covenants, conditions, and restrictions ("CCRs") providing architectural design consistency for the Development Area. Owner shall cause a Homeowners Association to be constituted as part of CCRs with the responsibility for the care, maintenance, and upkeep of all common elements of the

Development Area. The HOA shall be managed by a professional management company to ensure efficient, timely, and complete administration of HOA duties and responsibilities. The CCRs shall establish the City with a controlling interest in the HOA for the matter of voting to dissolve the HOA.

- 4.12.1 The homeowners within the Development Area may elect to have the HOA maintain other portions of their private property, specifically the side and rear yards.
- 4.12.2 The HOA shall be responsible for the ownership and maintenance of all private utilities, private streets, Open Space areas including landscape buffers, detention basins, trails (except for the UP/LC Trail which will be the responsibility of the City following dedication thereto), pathways, park strips along Open Space areas, fencing, and any other amenities.
- 4.13 **Issuance of Building Permits.** Provided Owner and Owner's builders and subcontractors are in compliance with this Agreement, the City Code, the terms of PRUD subdivision approval, and the City's engineering requirements, City will issue building permits and/or occupancy permits in approved phases of the Development Area in line with the required Open Space percentage approved for the Development Area. Owner agrees to defend and hold City harmless for any cause of action arising out of City's restriction on the issuance of building permits and/or certificates of occupancy that cannot be issued because Owner fails to install the amenities and Open Space according to the terms of this Agreement.
- 4.13.1 If phased, each development phase shall provide not less than the percentage required for the overall Development Area per each phase completed. The City will not be required to issue building permits that would result in the percentages of Open Space for the overall Development Area or per phase to be less than the percentage required for the Development Area.
- 4.14 **Public Utilities**. Public utility infrastructure shall be developed in accordance with this Section. Owner shall develop all public utility infrastructure in accordance with all Applicable Law as of the Effective Date.
- 4.14.1 **Street Connection**. The public streets within the R-1-10 (PRUD) zone shall be residential streets with either a 62 foot wide residential collector or a 58 foot wide residential street. All alleys shall have a minimum width of 26 feet of asphalt. Right of way and utility connections must be made to Alberta Spruce to service lots 28-34 of the concept plan. Owner shall provide documentation to City indicating the willingness of the property owner of parcel 11-083-0061 to sell the property to the Owner for the construction and dedication of a public street and associated utilities.
- 4.14.1.1 To meet the maximum block lengths, it is anticipated that three connections will be made to 2200 West and two connections will be made to Gentile. Three connections shall be stubbed to the properties to the east of the Development Area. One of the 2200 West connections must line up with Field Stone Way (475 South).
- 4.14.1.2 Street improvements along the east side of the entirety of 2200 West must be constructed with the Development Area.

- 4.14.2 **Culinary Water**. Any townhome unit or rear load single family lot shall be serviced by a master meter(s) as determined by the City Engineer. Individual services shall only be provided to front load single family lots. Two sampling stations shall be constructed on public waterlines within the Development Area. The final locations will be determined by the Layton City Water Supervisor.
- 4.14.3 **Sanitary Sewer**. There is an existing Payback Agreement (defined below) for sanitary sewer on the Development Area. City shall collect \$2,407.64 per acre from any development that benefits from the sanitary sewer main installed in 2200 West as outlined in resolution Entry 2401311, Bk 4645, Pg. 542-556.
- 4.14.4 **Storm Drain**. The regional detention facility within the Development Area has the capacity to detain 8.39 acre feet of water. The land contained within the northwest quarter of Section 30 to the north and east of the basin is designed to drain into this detention basin. City requires that the pipes be sized to address the storm water from the J and J Produce, Incorporated ("J&J") property to the east (Parcels 11-083-0023, 11-083-0038, 11-083-0042, 11-083-0061, 11-083-0075). The ground south and west of the basin may drain into the 21 inch outfall line from the basin.
- 4.14.5 **Land Drain**. The land drain system must have sufficient capacity to service the foundation drains for any structures that extend below ground level. There is an 8 inch land drain in 2200 West that terminates at the shared lot line of the homes at 521 South (Parcel ID 11085-0053) and 533 South (Parcel ID 11-747-0148). The land drain must be extended from this manhole north in 2200 West. At a minimum a land drain main will need to be installed in Collector Street A to the south street stubbing into J&J parcel 11-083-0061 to provide access to land drain system for the property to the east.
- 4.14.6 **Secondary Water.** The Development Area is within the Layton City secondary water service area. Secondary water services shall be extended to all front load single family home lots and all Open Space areas.
- 4.14.6.1 There is an 18 inch secondary waterline that terminates in 2200 West at the south corner of the LDS chapel property (Parcel ID 12-739-0201). Per the water master plan, this line must be extended north in 2200 West to Gentile. Also per the water master plan, a 10 inch water main must be constructed through the center of the properties running east and west. The final location will be determined with the preliminary plans. There are existing water impact funds available to help facilitate the installation of these lines. Any costs above and beyond the collected amounts shall be the responsibility of the Owner.
- 4.15 **Water Exactions**. Owner shall be responsible for complying with the City's water exaction requirements as of the Effective Date. The estimated water exaction amount for the R-1-10 (PRUD) component is 108 acre feet. The final amounts shall be determined upon review of the final development plans, provided, however, water exaction fees shall be calculated using the applicable rates and methodology in effect as of the Effective Date, unless Owner, in its sole and absolute discretion, agrees to other rates or methodology. Owner shall provide proof and demonstrate water rights availability through water share certificates prior to preliminary plat approval. Parcels 11-083-0057 and 11-083-0058 (9.83 acres) are part of a trilateral water

agreement. A portion of parcel 11-083-0057 (approximately 7.078 acres) is located within the subdivision boundary. The Owner will pay a fee to the City for the trilateral water (as determined by Weber Basin) as part of the subdivision fees (currently \$4,200 per acre foot) rather than providing shares for this portion of the property with a maximum of 24 acre feet available for these parcels only. The amount available for the portion of property within the subdivision boundary is approximately 2.44 acre feet per acre for a total of 17.28 acre feet.

- 4.16 **Development Area and System Improvements Payback**. Except as otherwise provided herein, Owner shall bear the entire cost of constructing Project Improvements needed to service the Development Area.
- 4.16.1 In the event that the City requires oversizing of storm drain systems to address storm water runoff from the adjoining properties (collectively, "Required Upsizing"), Owner may seek a payback agreement. In the event of future development of a benefiting parcel within ten years, City and Owner shall enter into a payback agreement consistent with Section 18.36.145 of the City Code ("Payback Agreement") for the installation of any Required Upsizing.
- 4.16.2 The amount of the payback to the Owner for any Required Upsizing shall be determined by considering the improvements of facilities required or benefitting the Development Area, and those facilities or improvements that are specifically oversized to provide for future development or to address storm water runoff from adjoining properties.
- 4.17 Annexation Property a Part of the City. Following the annexation of any applicable portion of the Development Area, the entire Development Area shall remain, for all purposes, including government, taxation, municipal services and protection, and consideration in all municipal matters, a part of the City. Except as otherwise provided herein, development within the Development Area, and the residents and occupants thereof, shall be treated in all respects as any other development, resident, or occupant of the City is treated.
- 4.18 **Precedence of this Agreement**. This agreement shall take precedence over any contrary provisions of any City staff memorandums or representations.

ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF CITY

- 5.1 **Issuance of Permits Owner**. Owner, or its assignee, shall have the sole responsibility for obtaining all necessary building permits and/or occupancy permits in connection with Owner's Undertakings and shall make application for such permits directly to the appropriate departments and agencies having authority to issue such permits in connection with the performance of Owner's Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.
- 5.2 **Completion Date**. Owner shall, in good faith, diligently pursue completion of the development of any portion of the Development Area where construction is commenced.
- 5.3 Access to the Development Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Owner and its contractor, representatives of City shall have the right of access to the Development Area without charges or

fees during the period of performance of Owner's Undertakings; provided, however, City shall not materially interfere with Owner's work at the Development Area.

5.4 **Façade Inspections**. Prior to the date of a final inspection by the City Building Division ("**Date of Final Inspection**") for each of the Owner's Undertakings within the Development Area, City will conduct an inspection of the façade and landscaping ("**Façade Inspection**") to verify compliance with approved development plans and the approved design standards for such Owner Undertakings. City shall notify Owner of any discrepancies found during the Façade Inspections prior to the Date of Final Inspection. In the event of a dispute related to the Façade Inspection, the Parties shall and confer to resolve any disputes related to the Façade Inspection.

ARTICLE VI REMEDIES

- 6.1 Remedies for Breach. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30)-day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations.
- 6.2 Enforced Delay Beyond Parties Control. For the purpose of any other provisions of this Agreement, neither City nor Owner, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.
- 6.3 **Extensions.** Either Party may extend, in writing, the time for the other Party's performance of any term, covenant, or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not eliminate any other obligations and shall not constitute a waiver with respect to any other term, covenant, or condition of this Agreement nor any other default or breach of this Agreement.

- 6.4 **Rights of Owner.** In the event that Owner's assignee defaults, Owner may, at its sole discretion, choose to cure the assignee's default; in such case, the period for Owner to cure shall be extended by thirty (30) days.
- 6.5 **Appeals.** If Owner desires to appeal a determination made hereunder by Staff, said appeal shall be to the Planning Commission, whose decision shall be final. If the appeal is regarding the interpretation of this Agreement the appeal shall be to the Council with a recommendation from the Planning Commission and Staff.

ARTICLE VII GENERAL PROVISIONS

- 7.1 **Amendments**. This Agreement may amended or modified only by a written instrument duly authorized and executed by the Parties.
- 7.2 Successors and Assigns of Owner. This Agreement shall be binding upon Owner and its successors and assigns, and where the term "Owner" is used in this Agreement it shall mean and include the successors and assigns of Owner, except that City shall have no obligation under this Agreement to any successor or assign of Owner not approved by City. Notwithstanding the foregoing, City shall not unreasonably withhold or delay its consent to any assignment or change in ownership (successor or assign of Owner) of the Development Area. Upon approval of any assignment by City, or in the event Owner assigns all or part of this Agreement to an assignee, Owner shall be relieved from further obligation under that portion of the Agreement for which the assignment was made and approved by City.
- 7.2.1 City hereby approves the sale or assignment by Owner of any portion of the Development Area to any entity substantially controlled by Larry H. Miller Company, Larry H. Miller Real Estate, or Destination Homes (each, a "**Developer**") following the date of this Agreement. Each such transferred portion of the Development Area shall be developed by the Developer in accordance with and subject to the terms of this Agreement.
- 7.3 **Notices.** All notices, demands, and requests required or permitted to be given under this Agreement (collectively the "**Notices**") must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below. Notices sent pursuant to this Section 7.4 shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three business days after deposit in the mail if mailed. The addresses of the Parties shall be:

Owner:

LHM DEV DSH, LLC 9350 South 150 East, Suite 800 Sandy, Utah 84070 Attn: Brandon Ames

with a copy to:

Ballard Spahr LLP

201 South Main Street, Suite 800 Salt Lake City, Utah 84111 Attn: Steven P. Mehr

City:

LAYTON CITY CORPORATION 437 North Wasatch Drive Layton, Utah 84041 Attn: Alex R. Jensen, City Manager 801/336-3800, 801/336-3811 (FAX)

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

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

- 7.4 **Third-Party Beneficiaries.** Any claims of third-party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Owner.
- 7.5 **Governing Law.** It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.
- 7.6 **Integration Clause.** This Agreement constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the Parties.
- 7.7 **Exhibits Incorporated.** Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.
- 7.8 **Attorney's Fees.** In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements, or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees.
- 7.9 **Termination**. Except as otherwise expressly provided herein, the obligation of the Parties shall terminate upon the satisfaction of the following conditions:
- 7.9.1 With regard to Owner's Undertakings, performance of Owner's Undertakings as set forth herein.
- 7.9.2 With regard to City's Undertakings, performance of City's Undertakings as set forth herein.

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

7.10 **Recordation**. This Agreement shall be recorded in reference to the Subject Area and shall run with the land and be binding upon all successors in interest of the Subject Area.

[Remainder of this page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

LAYTON CITY CORPORATION

		By: JOY PETRO, N	layor
ATTEST:			
By: KIMBERLY S R	EAD, City Recorder		
By: CLINTON DRAI		By: WESTON Commun	EPARTMENT N APPLONIE, Director ity & Econ. Development
			,
CITY ACKNOWLE	DGEMENT		
STATE OF UTAH COUNTY OF DAVIS) : ss. S)		
me Mayor of LAYTON	CITY, a municipal corp	, 20, persona who being duly sworn, doration of the State of Uta as Mayor on behalf of the	ah, and that the foregoing
		Notary Public	

OWNER SIGNATURE AND ACKNOWLEDGMENT

	OWNER:		
	LHM DEV DSH, LLC, a Utah limited liability company		
	By: Name: Its:		
STATE OF UTAH) : ss. COUNTY OF DAVIS)			
On this day of, 2025, persona, who being duly sworn, did say that they a DEV DSH, LLC as the legal property owner of reand that he has executed this Agreement with full	ecord of the property subject to this	the LHN Agreemen	/I 1t
	Notary Public		

J AND J PRODUCE INCORPORATED SIGNATURE AND ACKNOWLEDGEMENT

J&J: J AND J PRODUCE, INCORPORATED, a Utah corporation By: _____ Name: STATE OF UTAH) : SS. COUNTY OF DAVIS) personally appeared 2025, of On this , who being duly sworn, did say that he/she is the ____ me____ of J and J Produce, Incorporated, a Utah corporation, and that he/she/they has executed this Agreement with full authority to do so.

Notary Public

List of Exhibits

Exhibit A – Legal Description of Subject Area Exhibit B – PRUD Conceptual Site Plan

Exhibit C – Pattern Book
Exhibit D – Landscape and Amenities Plan

EXHIBIT A

Legal Description of the Subject Area

By: TRW

Date: November 8, 2023

Project: 11032

AS-SURVEYED DESCRIPTION

A parcel of land, situate in the Northwest Quarter of Section 30, Township 4 North, Range 1 West, Salt Lake Base and Meridian, said parcel also located in Layton City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point on the southerly line of Gentile Street said point also being North 89°55'40" East 33.00 feet along the Section Line and South 00°11'01" West 33.00 feet from the Northwest corner of Section 30, and running thence:

North 89°55'40" East 518.50 feet along said southerly right-of-way line of Gentile Street;

thence South 0°11'01" West 384.56 feet;

thence North 89°55'40" East 281.43 feet;

thence North 0°01'50" East 384.56 feet;

thence North 89°55'40" East 495.25 feet;

thence South 0°00'03" West 2608.67 feet to the northerly line of Evergreen Farms Subdivision – Phase 3F; thence South 89°57'45" West 1302.46 feet to along and beyond said northerly line to the easterly right-of-

way line of 2200 West Street;

thence North 00°11'01" East 932.74 feet along said easterly line of 2200 West Street the Layton City parcel;

thence along the perimeter of the Layton City Parcel the following six (6) courses and distances:

- 1) South 47°46'19" East 109.59 feet;
- 2) South 36°25'47" East 648.46 feet;
- 3) South 89°48'59" East 340.86 feet;
- 4) North 0°11'01" East 61.16 feet;
- 5) North 36°25'47" West 1011.26 feet;
- 6) North 89°48'57" West 205.87 feet to the easterly right-of-way line of 2200 West Street;

thence North 0°11'01" East 1396.19 feet the Point of Beginning.

EXHIBIT B

PRUD Conceptual Site Plan

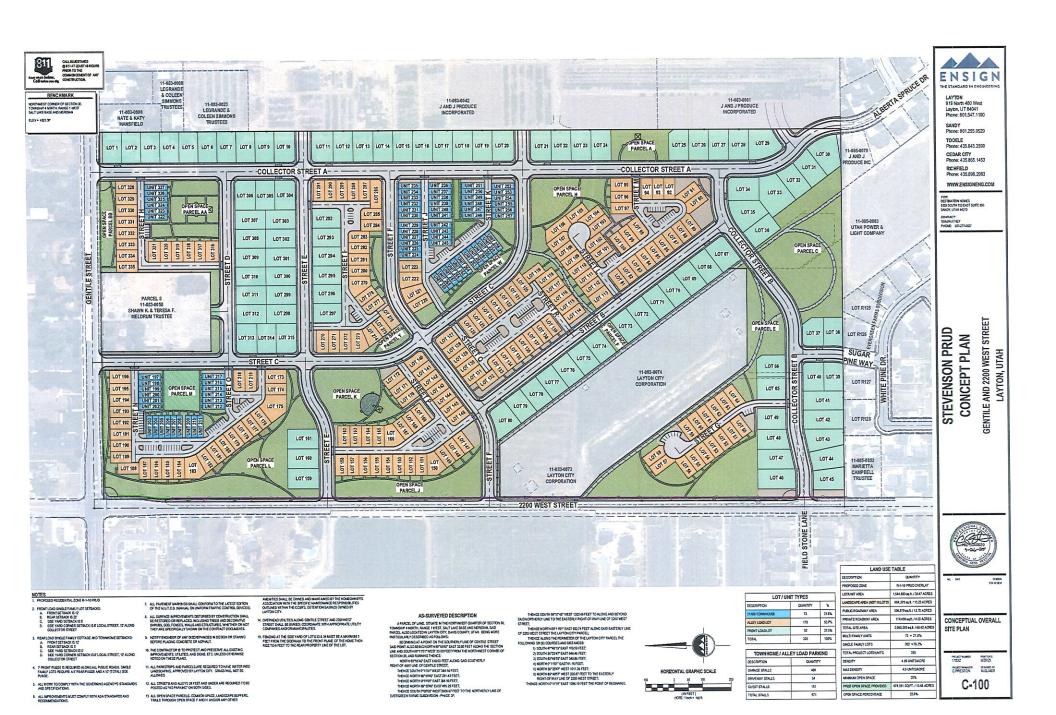


EXHIBIT C

Pattern Book



STEVENSON FIELDS

Pattern Book

Destination Homes



CONTENTS



INTRODUCTION

Overview Of The Stevenson Master Plan iv Overview of Lot Types How To Use This Document Street Types

COMMUNITY PATTERNS

General Conditions

Single-Family Attached Lot Requirements

General Conditions

Townhome Building Composition Strategies

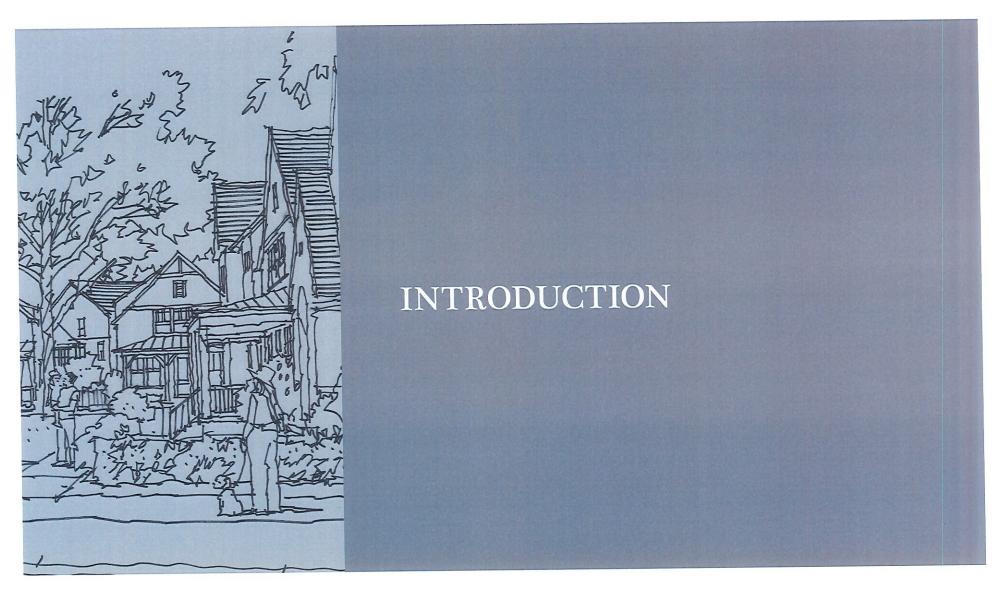
General Conditions

Single-Family Detached Narrow Lot Requirements Single-Family Detached Large Lot Requirements

ARCHITECTURAL PATTERNS

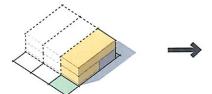
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PATTERN BOOK FOR STEVENSON FIELDS



HOW TO USE THIS DOCUMENT

This page provides an overview of the product development process described in this Pattern Book.
The process begins with the basic building program for the house, establishing the overall size and plan of the shape. Once an appropriate style has been selected, the architecture is progressively developed to reinforce the characteristics of the style, moving from general shape and composition to details and materials.









STEP 1: BASIC PLAN & MASSING Establish the program and basic floor plan shape for the house, then pick an appropriate architectural style.

STEP 2: ROOF MASSING
Review the selected style in the Pattern
Book and choose a style-appropriate roof
shape from the examples presented.

STEP 3: FACADE COMPOSITION
Use the Design Guideline examples for locating windows, doors and accent openings to create well-composed facades.







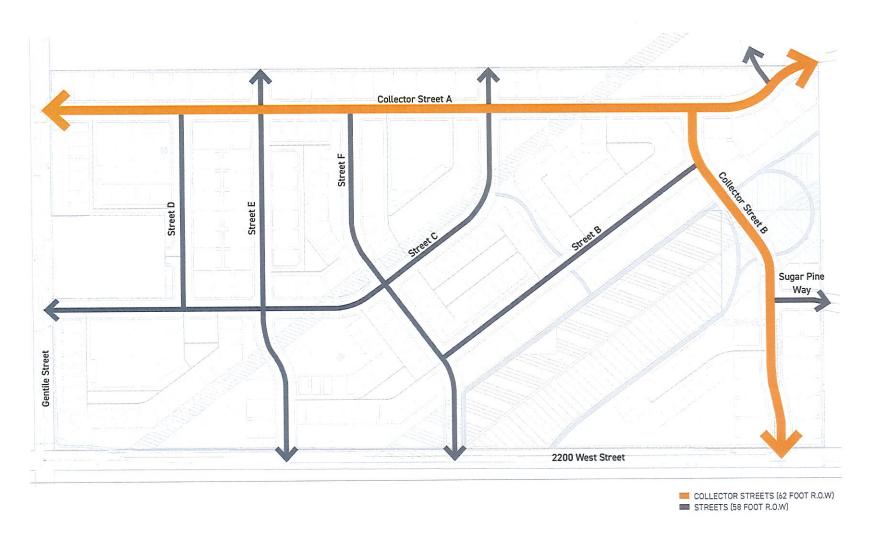


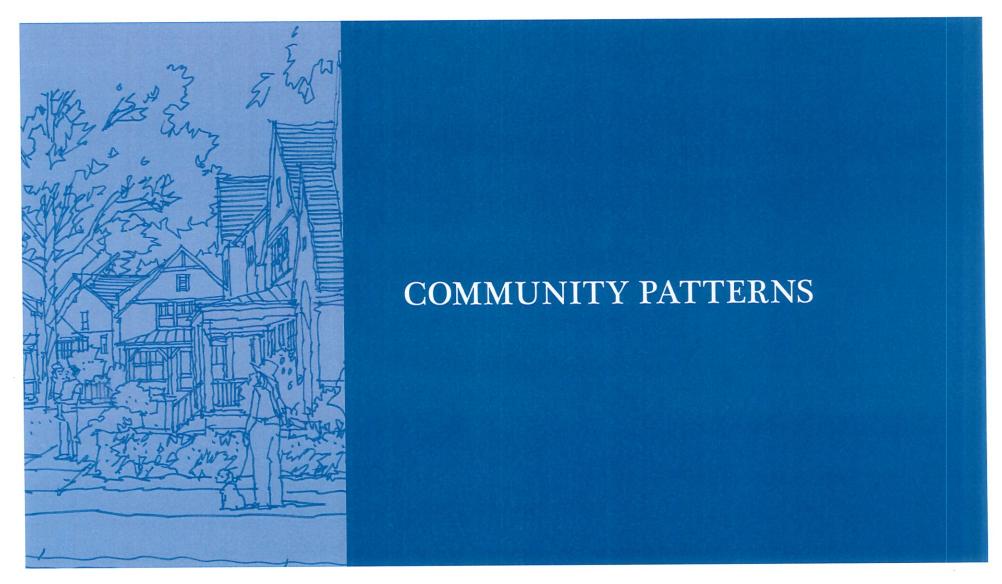




BEAUTIFULLY DESIGNED STREETS AND NEIGHBORHOODS

STREET TYPES





OVERVIEW OF LOT TYPES

Destination Homes wants to create real communities, not just development projects.

Real communities are made up of many kinds of people, all with different housing wants and needs. Providing a larger variety of housing choices allows for more freedom in how and where people want to live. Today's housing market craves choices, and the variety provided by increased choices can be integrated into the design of diverse and complete neighborhoods for everyone.

To address the broad needs of future and current residents of Stevenson Fields, the master plan provides a variety of lot types and sizes.













SINGLE-FAMILY ATTACHED

These lots are attached products that use land efficiently. In Stevenson Fields, the front elevation is critical to creating great streets which buyers would be proud to live on. These require high-quality design on street-facing elevations with a strategic mix of color and materials and a high-quality entry experience from the street.



are able to afford.

SINGLE-FAMILY DETACHED LARGE LOT The single-family detached large lot is

a key single-family lot in the design of Stevenson Fields. The building shape (massing) is critical to the design of the home, and the experience on the street. The relationship of the house to the garage and the site is critical. Stevenson Fields blends front-loaded and rear loaded design to fit the community and demographic. For front-loaded designs, garages sit back away front the front facade of the home by a minimum of 5 feet.

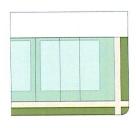
HOUSE SCRIPTING & REPETITION

Homes in Stevenson Fields are not subject to MC 19.24. However, the following rules about repetition do apply.

- No floor plan with the same elevation may be repeated within 4 homes on the same side of the street for single family homes.
- No same color can be used within 3 lots of the same side of the street
- Single-Family Attached homes are exempt from the repetition rule in the pattern book and city code.

PATTERN BOOK FOR STEVENSON FIELDS

Single-Family Attached Lot Requirements



Zones and Setbacks

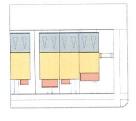
- » Front Yard
- > 14 feet, min. to house
- » Side Street Yard
- > Local: 8 feet, min.
- > Collector: 12 feet, min.
- » Side Yard
- > 5 feet, min.
- » Rear Yard
- 7 feet, min. to house or garage
- » Review final plat documents to identify any additional easements or other constraints on buildable lot area



Allowable Projections

- » Ordinary projections may project up to two feet into required front, rear, and side yard spaces.
- » Window wells may project up to three feet into required front, rear, and side yard spaces.
- > Window wells located in easements must be covered and must be 7 feet minimum away from any other window well
- » Eaves, gutters, and roof overhangs may project up to four feet into required front, rear, and side yard spaces.
- » Cantilever architectural features shall not exceed 20% of any wall length and shall not project into any required yard space more than two feet. Said yard areas are to be measured from the fascia.

Reference: MC 19.05.030.7



Elements of the House

Garage Configurations

» Rear-loaded

Garage Requirements

Dimensions

- » Minimum 2-car garage required
- » Width: 20 feet, min. (interior)
- » Depth: 20 feet, max. (Interior)

Reference: 19.12.110.3

Encroachments

- » No encroachments are allowed within these min. areas
- Exception: the depth of one parking space in a double garage and triple garage may be reduced to a min. of 18 feet to accommodate mechanical equipment

Reference: MC 19.12.110.3b



Driveway Requirements

Dimensions

» 5 feet or less, or greater than 18 feet unless there is a grade change needing more than 5 feet

Porch Requirements

The porch is an open air front entrance feature.

Dimensions

- » Width: 7 feet, min
- » Depth: 7 feet, min
- » An area 3 feet wide and running the length of the entry feature shall not be counted toward the dimensions of the entrance feature

Encroachments

» 5 feet into front yard setback

Patio Alternative

- » A patio space that is at least 70 square feet may be used as an alternative to the front entry feature
- » The patio shall be clearly identified as a separate area using borders, landscape, hardscape, or semi-pervious material
- » If the patio is not directly adjacent to the porch or entrance walkway, there will be a minimum 4 foot wide walkway connecting the patio to the front entrance

PATTERN BOOK FOR STEVENSON FIELDS

COMMUNITY PATTERNS / General Conditions / 5

Townhome Building Composition Strategies

There are several compositional strategies to use when designing a multi-unit townhome building in Stevenson Fields. The three recommended strategies are:

Unified Assembly

- » Unified color or material palette
- » Combines repetition with points of individual emphasis or hierarchy
- » Some symmetrical elements

Picturesque Assembly

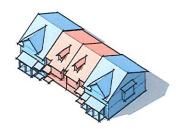
» Well-composed combination of elements overall

Repeating Assembly

- » Uses repetition as primary compositional device
- » Moderate variety of colors or materials
- » Can use both mirror-image and directly-translated repetition

MASSING AND DETAILS

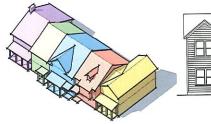
Details such as dormers, gables, bays, and masonry should reflect the townhome building assembly strategy holistically. This allows for a diverse townhome designs with and without these details to provide variety to the streetscape.





Unified Assembly

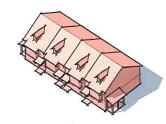
Example Townhome Assembly in Stevenson Fields





Picturesque Assembly

Example Townhome Assembly in Stevenson Fields







Example Townhome Assembly in Stevenson Fields

Single-Family Detached Narrow Lot Requirements



Zones and Setbacks

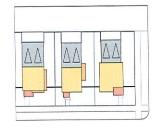
- » Front Yard
- > 12 feet, min, to house
- » Side Street Yard
- > Local: 8 feet, min.
- > Collector: 12 feet, min.
- » Side Yard
- > 5 feet, min.
- » Rear Yard
 - 5 feet, min. to house or garage
- » Review final plat documents to identify any additional easements or other constraints on buildable lot area



Allowable Projections

- » Ordinary projections may project up to two feet into required front, rear, and side yard spaces.
- » Window wells may project up to three feet into required front, rear, and side yard spaces.
- Window wells located in easements must be covered and must be 7 feet minimum away from any other window well
- » Eaves, gutters, and roof overhangs may project up to four feet into required front, rear, and side yard spaces.
- » Cantilever architectural features shall not exceed 20% of any wall length and shall not project into any required yard space more than two feet. Said yard areas are to be measured from the fascia

Reference: MC 19.05.030.7



Elements of the House

Garage Configurations

» Rear-loaded

Garage Requirements

Dimensions

- » Minimum 2-car garage required
- » Width: 20 feet, min. (interior)
- » Depth: 20 feet, max. (interior)

Reference: MC 19.12.110.3

Encroachments

- » No encroachments are allowed within these min. areas
- Exception: the depth of one parking space in a double garage and triple garage may be reduced to a min. of 18 feet to accommodate mechanical equipment

Reference: MC 19.12.110.3b

Driveway Requirements

PARKING SPACE/DRIVEWAY

MAIN BODY
PORCH

WING

GARAGE

Dimensions

» 5 feet or less, or greater than 18 feet unless there is a grade change needing more than 5 feet

Porch Requirements

The porch is an open air front entrance feature.

Dimensions

- » Width: 7 feet, min
- » Depth: 7 feet, min
- » An area 3 feet wide and running the length of the entry feature shall not be counted toward the dimensions of the entrance feature

Encroachments

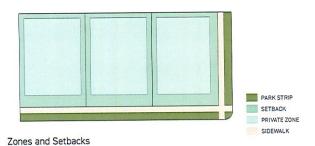
» 5 feet into front yard setback

Patio Alternative

- » A patio space that is at least 70 square feet may be used as an alternative to the front entry feature
- » The patio shall be clearly identified as a separate area using borders, landscape, hardscape, or semi-pervious material
- » If the patio is not directly adjacent to the porch or entrance walkway, there will be a minimum 4 foot wide walkway connecting the patio to the front entrance

PATTERN BOOK FOR STEVENSON FIELDS

Single-Family Detached Large Lot Requirements



Lot Width

» 50 feet, min.

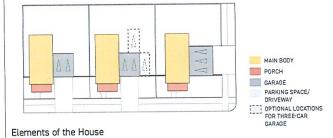
Setbacks

- » Front Yard
- > 14 feet, min. to house
- > 20 feet, min. to garage
- » Side Street Yard
- Local: 8 feet, min.
- > Collector: 12 feet, min.
- > Side-loaded home: 20 feet, min. >> Eaves, gutters, and roof
- » Side Yard
- > 5 feet, min.
- » Rear Yard
- > 25 feet, min. to house
- » Review final plat documents to identify any additional easements or other constraints on buildable lot area

Allowable Projections

- » Ordinary projections may project up to two feet into required front, rear, and side yard spaces
- » Window wells may project up to three feet into required front, rear, and side yard spaces
- Window wells located in easements must be covered and must be 7 feet minimum away from any other window well
- » Eaves, gutters, and roof overhangs may project up to four feet into required front, rear, and side yard spaces
- » Cantilever architectural features shall not exceed 20% of any wall length and shall not project into any required yard space more than two feet. Said yard areas are to be measured from the fascia

Reference: MC 19.05.030.7



Garage Configurations

- » Front-loaded
- » Side-Loaded

Garage Requirements

Dimensions

- » Minimum 2-car garage required
- » Width: 20 feet, min. (interior)
- » Depth: 20 feet, max. (interior)

Reference: MC 19.12.110.3

Encroachments

- » No encroachments are allowed within these min, areas
- » Exception: the depth of one parking space in a double garage and triple garage may be reduced to a min. of 18 feet to accommodate mechanical equipment

Reference: MC 19.12.110.3b

Driveway Requirements

Dimensions

» 20 feet for front and side-loaded garages

Porch Requirements

The porch is an open air front entrance feature.

Dimensions

- » Width: 7 feet, min
- » Depth: 7 feet, min
- » An area 3 feet wide and running the length of the entry feature shall not be counted toward the dimensions of the entrance feature

Encroachments

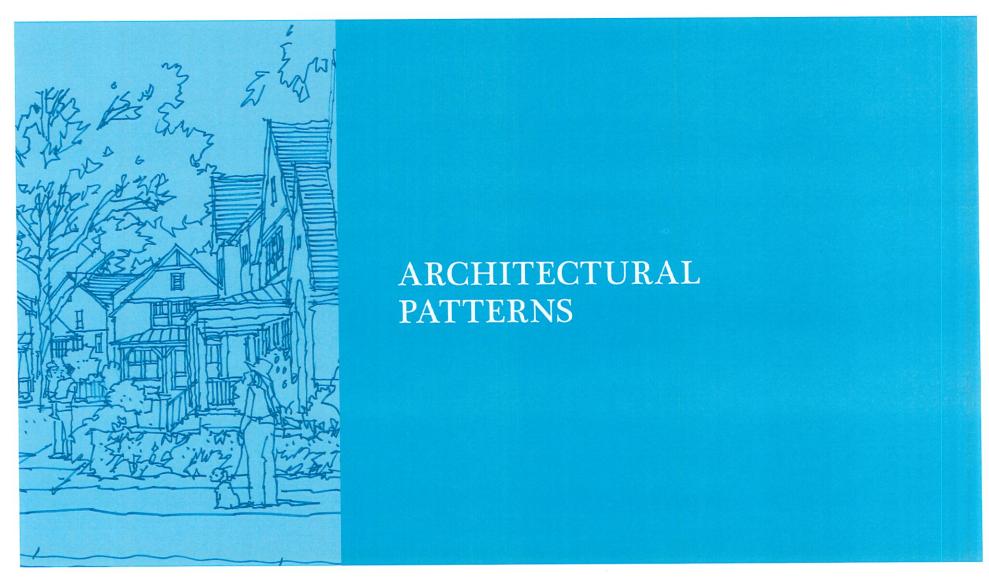
» 5 feet into front yard setback

Patio Alternative

- » A patio space that is at least 70 square feet may be used as an alternative to the front entry feature
- » The patio shall be clearly identified as a separate area using borders, landscape, hardscape, or semi-pervious material
- » If the patio is not directly adjacent to the porch or entrance walkway, there will be a minimum 4 foot wide walkway connecting the patio to the front entrance

PATTERN BOOK FOR STEVENSON FIELDS

COMMUNITY PATTERNS / General Conditions / 8



ARCHITECTURAL STYLES

NOTES

» Material transitions shall happen a minimum of 18 inches from external corners



ARTS & CRAFTS COVER SHEET



REGIONAL INSPIRATION









ARCHITECTURAL PATTERNS / Arts & Crafts Cover Sheet / 11
PATTERN BOOK FOR STEVENSON FIELDS

ARTS & CRAFTS

Massing and Composition

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above the garage



ARCHITECTURAL PATTERNS / Arts & Crafts Cover Sheet / 12
PATTERN BOOK FOR STEVENSON FIELDS

ARTS & CRAFTS

Windows and Trim

WINDOWS

Window Muntin Configuration Options



1-over-1



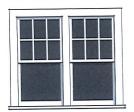


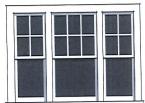


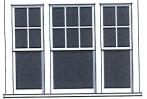
6-over-1

3-over-1 4-over-1







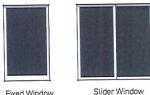


Other Window Types

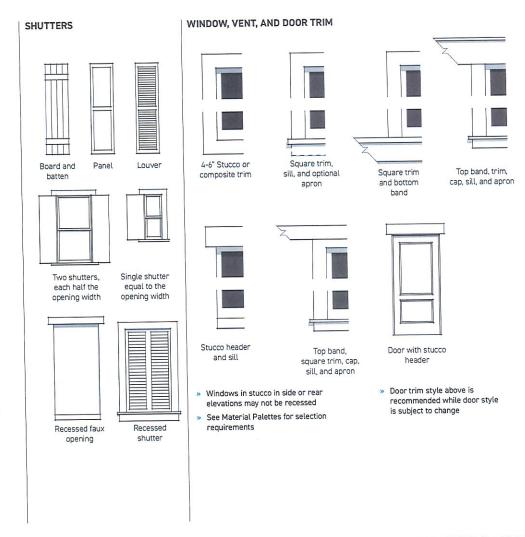


Fixed Window





- » Double-hung or casement are most common to this style
- » Use the same window design and proportion throughout except in special locations such as gables and dormers
- » First-floor are typically taller than second and third floor
- » Appropriately spaced windows and glazing will be applied on all street or park facing sides



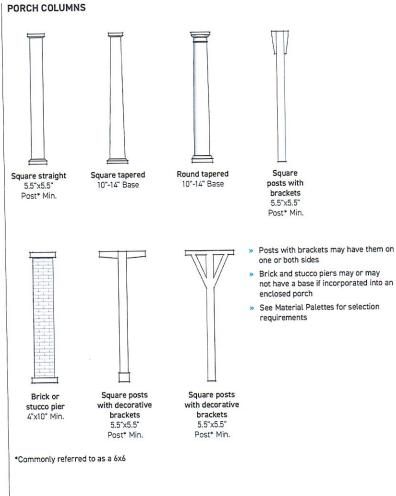
ARCHITECTURAL PATTERNS / Arts & Crafts Cover Sheet / 13 PATTERN BOOK FOR STEVENSON FIELDS

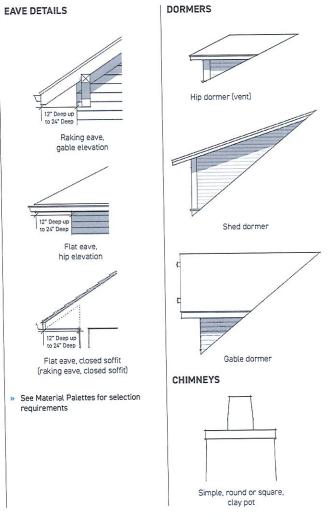
ARTS & CRAFTS

Cladding, Porches, and Roof Elements

CLADDING







COLONIAL REVIVAL COVER SHEET



REGIONAL INSPIRATION









ARCHITECTURAL PATTERNS / Colonial Revival Cover Sheet / 15

COLONIAL REVIVAL

Massing and Composition

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Townhomes are thoughtfully arranged to create unique building compositions. Individual townhome elevations may be repeated in a composed building. For more information on townhome building composition, see page 5.

BASIC MASSING SINGLE-FAMILY ATTACHED LOTS NOTE: blue porch and window locations are examples only and built work may be different than shown SINGLE-FAMILY DETACHED NARROW LOTS NOTE: blue porch and window locations are examples only and built work may be different than shown SINGLE-FAMILY DETACHED LARGE LOTS ПП

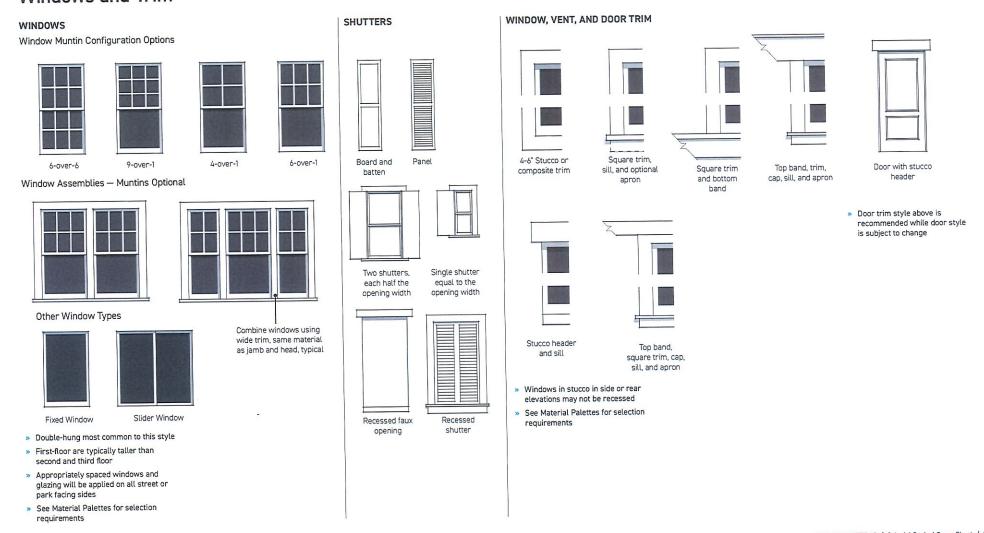
NOTE: blue porch and window locations are examples only and built work may be different than shown

SAMPLE FRONT ELEVATIONS

» Garages can be 2 stories tall with livable space above the garage

COLONIAL REVIVAL

Windows and Trim



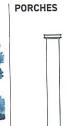
ARCHITECTURAL PATTERNS / Colonial Revival Cover Sheet / 17
PATTERN BOOK FOR STEVENSON FIELDS

COLONIAL REVIVAL

Cladding, Porches, and Roofs Elements

CLADDING

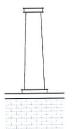




Boxed column

Doric column

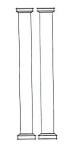
10"-14" Base

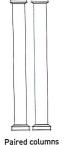


Column on

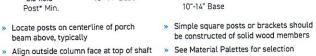
brick base

requirements



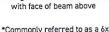


Paired columns 10"-14" Base



*Commonly referred to as a 6x6

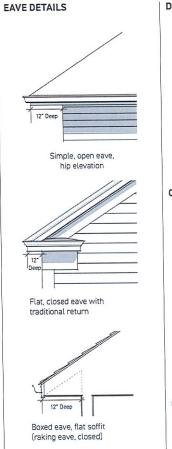
» Locate posts on centerline of porch



5.5"x5.5"

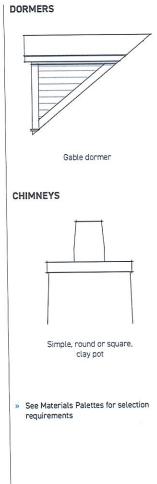
Post* Min.

beam above, typically



» Design of porch eave details must be equal to, or of higher quality than the eaves of the main body roof » See Material Palettes for selection

requirements



ENGLISH ROMANTIC COVER SHEET



REGIONAL INSPIRATION











ENGLISH ROMANTIC

Massing and Composition

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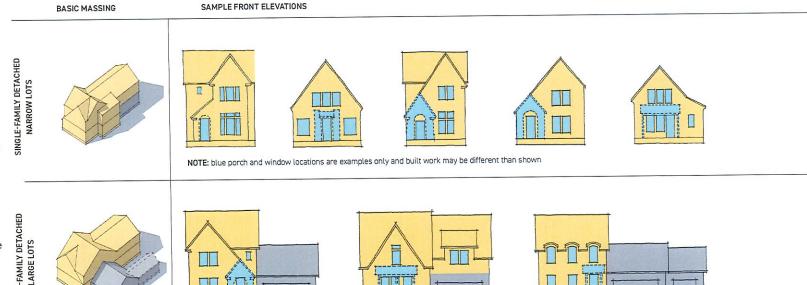
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Townhomes are thoughtfully arranged to create unique building compositions. Individual townhome elevations may be repeated in a composed building. For more information on townhome building composition, see page 5.

» Garages can be 2 stories

tall with livable space

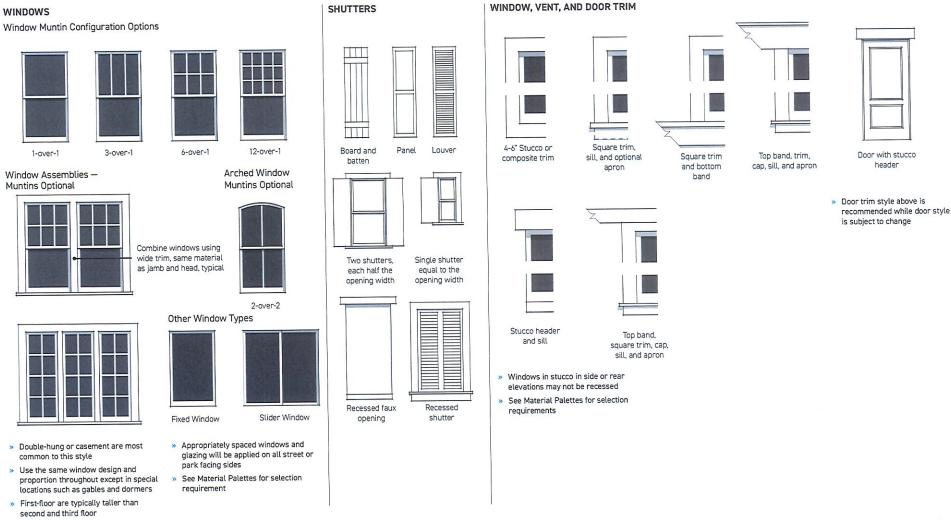
above the garage



NOTE: blue porch and window locations are examples only and built work may be different than shown

ENGLISH ROMANTIC

Windows and Trim



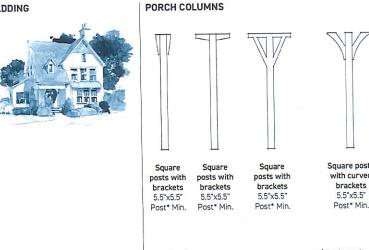
PATTERN BOOK FOR STEVENSON FIELDS

ENGLISH ROMANTIC

Cladding, Porches, and Roof Elements

CLADDING

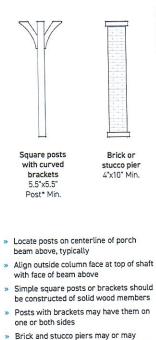






Square straight or tapered 5.5"x5.5" Post* Min..

*Commonly referred to as a 6x6

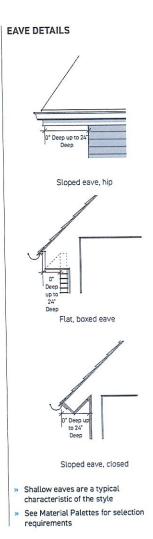


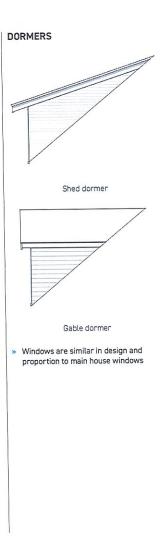
not have a base if incorporated into an

» See Material Palettes for selection

enclosed porch

requirements







FARMHOUSE VICTORIAN COVER SHEET



REGIONAL INSPIRATION









FARMHOUSE VICTORIAN

Massing and Composition

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Homes in Stevenson Fields are limited to two- to three-stories or 30 feet in height. Porch widths and depths may vary depending on the architectural style of the home.

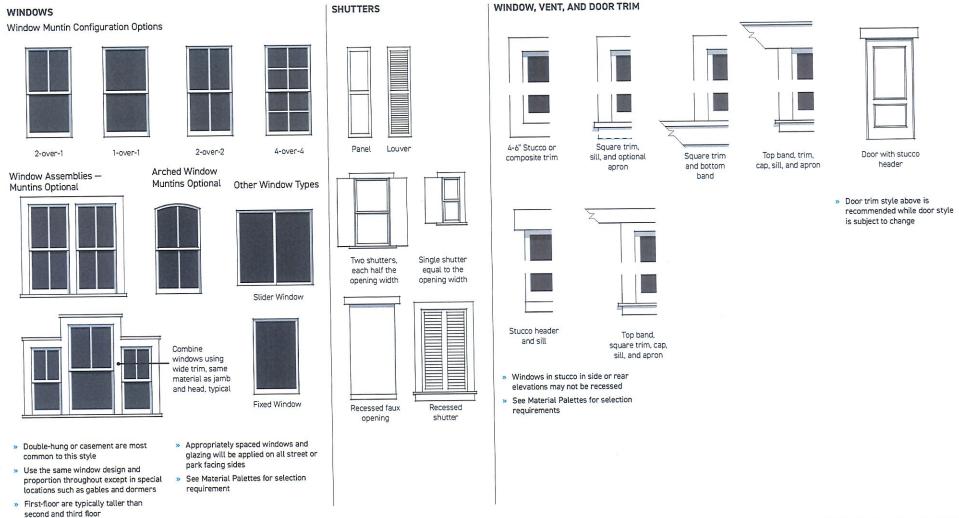
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tall with livable space above the garage

FARMHOUSE VICTORIAN

Windows and Trim



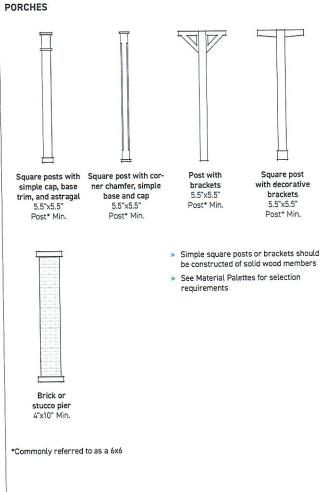
PATTERN BOOK FOR STEVENSON FIELDS

FARMHOUSE VICTORIAN

Cladding, Porches, and Roof Elements

CLADDING



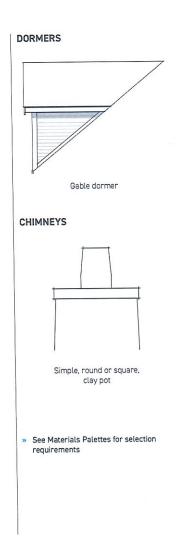


EAVE DETAILS Sloped eave, gable elevation Flat, closed eave with return

Simple, flat boxed eave

» See Material Palettes for selection

requirements



MATERIAL PALETTE

	SOFFIT		F	FASCIA		GUTTERS & DOWNSPOUTS		CLADDI & DETA				UNE	OSE ATIO	ONS	С	CHIMN			ARCHITECTURAL TRIM		7	PORCH & TERRACE FLOOR		PORCH COLUMNS, RAILS, & DETAILS ROOF WINDOWS SHUT									TTERS											
	Aluminum	- - 	Sillouit, iibel-ceniein	longue and groove	Aluminum	Smooth, fiber-cement		K-style gutters with round or rectangular downspouts		Stucco*	Lap Wood	Fiber-cement/composite	Concrete, board formwork finish	Foundation Plaster	Adhesive Brick	Brick+U2:AE2	Stricco	Galvalume	Adhesive Brick	Brick	Polymer millwork	Fiber-cement/composite	Stucco trim	Concrete	Composite decking	PT wood decking	Hardwood decking Multi-coat decking (rooftop/over finished space)	Stucco	Paneling, profile boards	Exposed rafter with profiled decking	10.5	Composite wrapped columns	Wood columns Metal columns	Metal railings and/or solid or wire balusters	Wood balusters	Composite railings or vinyl railings	Azek brackets	Wood blackets Dimensioned architectural grade asphalt shingles	Metal, narrow standing seam	Vinyl	Fiberglass	Wood, or clad window	Composite	Wood
Arts & Crafts	Α .	A	Α .	A	Α	Α		A		А	Α	A A	A	A	A	A	. A	A	Α	Α	Α	A	Α	Α	Α	Α	A A	A	Α	Α	Α	Α .	A A	A	A	Α	Α ,	A A	A	Α	Α	Α	Α	Α
Colonial Revival	A	A	Α .	A	Α	Α		А		A	Α	A A	1	A	A	А	A		Α	А	Α	Α	Α	Α	Α	Α	A A	A	Α	Α	Α	A	A	А	Α	Α	Α .	A A	A	А	А	Α	А	А
English Romantic	Α	A	A	Α	Α	Α		А		А	Α	Α /	4	А	А	A	, A	· ·	Α	Α	Α	Α	Α	Α	Α	Α	A A	A	Α	Α	Α	Α	A	A	Α			A A	١	A	Α	Α	Α	Α
Farmhouse Victorian	Α	A	A	Α	A	A		А		А	Α	Α /	4	А	. A	. A		A	Α	А	Α	Α	Α	A	Α	Α	A A	A	Α	Α	Α	Α	А	A	. A	Α	Α .	A A	A	А	Α	Α	А	А

*NOTES RELATED TO STUCCO

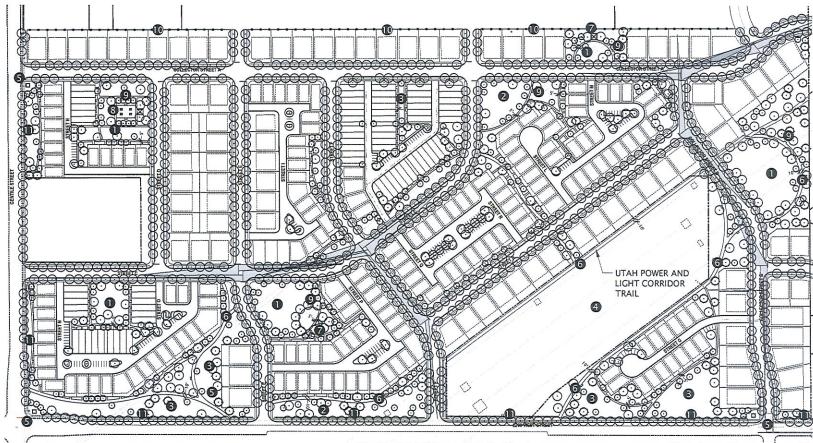
As outlined in the design guidelines, the Arts and Crafts and English Romantic style homes may have stucco considered as masonry material. All Colonial Revival and Farmhouse Victorian style buildings shall comply with the minimum masonry (brick, stone, or fiber-cement) requirements of 20%

» Only one in every five homes can be fully stucco on any given street. A: Acceptable Material

PATTERN BOOK FOR STEVENSON FIELDS

EXHIBIT D

Landscape and Amenities Plan



*Concept plan only. Overall layout, exact sidewalk and trail locations will be designed to match approved site plan at preliminary plat approval.

*Residential building and lots that front onto common open space area(s) shall provide at least one (1) front entrance per building, with fence and/or a landscape barrier and a sidewalk or pathway to delineate the privately owned front yard from the common open space area. Where applicable, shrubs/ornamental grasses shall be planted along both sides of the fencing to enhance the boundary delineation between private and common open space areas.



DEVELOPED PARK OR DOG PARK

OPEN SPACE

POWER CORRIDOR

MONUMENT

TRAILS

PICNIC AREA

OUTDOOR REC AREA

BENCHES

6' FENCE

2 RAIL FENCE

NOTES:

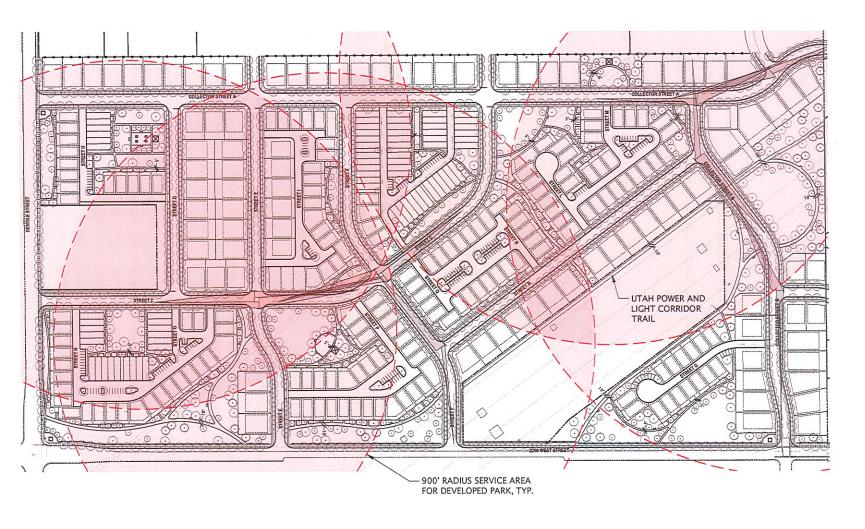
- EXACT STREET TREE
 LOCATIONS MAY VARY
 BASED ON FINAL DRIVEWAY,
 UTILITY, AND LIGHT
 LOCATIONS, ETC.
 QUANTITIES SHALL STILL
 MEET CITY REQUIREMENTS.
- 2. ALL TREES WITHIN THE ROCKY MOUNTAIN CORRIDOR SHALL MEET ROCKY MOUNTAIN POWER DESIGN GUIDELINES AND APPROVED TREE LIST.





Stevenson PRUD Landscape Plan Concept





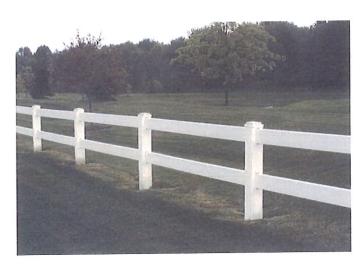




Stevenson PRUD Landscape Plan Concept | Service Radius Study



Examples of Picnic Areas, Benches, Fencing, Trail Amenities (Exact product TBD)

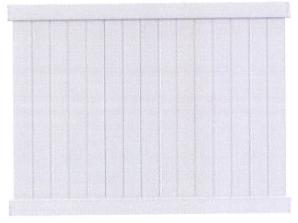












^{*}Fencing will comply with Layton City Code and bonus density requirements.

^{*}Each Pavilion will have a picnic table and open spaces will comply with Development Agreement.



















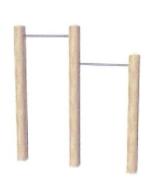




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Duncan & Grove



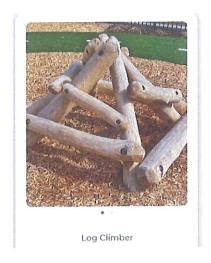






Single Station Sit Up Bench \$856.00 \$1,112.00

Examples of Typical Developed Park Amenities (Exact product TBD)















Examples of Typical Developed Park Amenities (Exact product TBD)







COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT PLANNING DIVISION

STAFF REPORT

TO: City Council

DATE: Tuesday, December 4, 2025

RE: Annexation and Rezone Request with Development Agreement – Stevenson Fields Subdivision

 R-S (Residential Suburban) and Unincorporated Area to R-1-10 PRUD (Single-Family, Planned Residential Unit Development) – Ordinance 25-11 and Ordinance 25-12 - Approximately 2073

West Gentile Street

LOCATION: Approximately 2073 West Gentile Street

CURRENT ZONING: R-S (Residential Suburban); and Unincorporated County

PROPOSED ZONING: R-1-10 PRUD (Single-Family Residential, Planned Residential Unit

Development)

PROPOZED DENSITY: 4.89 Units Per Acre (335 Dwelling Units – 68.42 Acres)

DESCRIPTION OF ANNEXATION AND REZONE AREA

The proposed property is within an approved expansion area as adopted in the Layton City Annexation Plan. On May 15, 2025, the Council certified the annexation petition for the subject property.

The total area proposed for the annexation and rezone consists of 75.66 acres, 68.42 acres, 58.428 acres of which is unincorporated and is required to be annexed for development to occur. The proposed development area is approximately 68.42 acres. The subject property is located at the southeast corner of Gentile Street and 2200 West. Properties located to the north along Gentile Street are zoned R-S. Properties located to the west and south are zoned A (Agriculture), R-S, and R-1-10. Properties to the east are unincorporated.

State Code requires that the annexation process not create unincorporated islands. As such, a City owned regional detention basin next to the development, which is approximately 7.24 acres, 5.47 acres of which is unincorporated, would also need to be annexed into the City. The remaining 1.77 acre area of the detention basin is zoned R-S. Therefore, the 7.24 acres of City-owned property is included in the total area of 75.66 acres. The City-owned parcels are not and will not be included as a part of the development. Accordingly, these City-owned parcels are not developable land and cannot be credited towards the project's open-space obligations or used to support any increased densities.

The City's annexation policy encourages properties to be annexed and zoned A or to the zone of the properties adjacent to the annexed property. As such, the request is to rezone the City-owned detention basin properties to R-1-10 PRUD to match the surrounding zoning; however, as stated previously they will not be included as part of the development. Alternatively, the Planning Commission may recommend to the Council that the City-owned properties be zoned A and not R-1-10 PRUD as they are not developable and will not be included as part of the development.

BACKGROUND INFORMATION

The applicant, Shaun Athey with Destination Homes, on behalf of the property owners, is seeking approval for a rezone request to R-1-10 PRUD to development the subject properties as a planned residential neighborhood. Following the Planning Commission's recommendation the Council will review the annexation request and rezone of the subject properties during a public hearing scheduled for December 4, 2025.

STAFF REVIEW

General Plan

The General Plan designates this area as Low Density Residential with the Neighborhood Agricultural Heritage Overlay. The General Plan identifies the Neighborhood Ag Heritage designation as a tool to neighborhoods with housing and lot size variety clustered around common open space amenities. The subject properties are located to the south of the future West Layton Town Center. The General Plan states, "Residential areas south and west of the West Lavton Town Center Core should be established as Low Density Residential, with a Neighborhood Ag Heritage Overlay at a maximum gross density of 4.9 units per acres. This would provide for residential predominantly single-family



Figure 1: General Plan & Subject Properties

neighborhoods with some housing variety and open space" (P. 36). The purpose of the PRUD overlay is to, "encourage imaginative and effective utilization of land by providing greater flexibility in the location of buildings on the land, the consolidation of open spaces, and the clustering of dwellings" (Municipal Code 19.08).

The rezone request of R-1-10 PRUD is consistent with the direction of the General Plan and is compliant with the Municipal Code. As mentioned above, the proposed subdivision is compliant with the development standards of the PRUD ordinance. The development is a single-family neighborhood with a variety of housing types and lot sizes. The conceptual plan shows 92 front-loaded single-family lots; 170 alley-loaded single-family lots; and 73 attached single-family (townhome lots). The different housing types provide a variety of housing options in the neighborhood that are complemented with a planned network of open spaces. Staff has worked with the applicant to design a subdivision that complies with the development standards outlined in the PRUD ordinance (MC 19.08). As stated

above, the rezone request also includes a development agreement, which outlines specific development standards for the Stevenson Fields Subdivision. A review of the standards that are outlined in the agreement are provided below.

Density and Unit Mix

The R-1-10 zone has a base density of 3.5 units per acre and an allowed maximum density of 4.9 units per acre with the application of the PRUD overlay. Developments with the PRUD overlay must provide elements such as open space, recreation and site amenities, and building materials among others standards outlined in Code to obtain the maximum density of 4.9 units per acre. The development has been designed with elements to meet the requirements for the density increase and will be required to provide additional information and detail upon preliminary PRUD subdivision submittal. This requirement is also acknowledged within the development agreement. The conceptual PRUD site plan has a density of 4.89 units per acre which complies with City standards.

The conceptual PRUD subdivision has a total of 335 homes with a unit mix of 92 single-family front-loaded lots, 170 single-family alley-loaded lots, and 73 townhome lots. The PRUD ordinance allows a maximum of 30% of the residential units to be attached. The 73 townhome lots account for 21.8% of the unit mix within the development which complies with City code.

Open Space, Trail Connections, & Recreation and Site Amenities

The PRUD ordinance requires a minimum open space of 20% for neighborhoods identified in areas in the General Plan with the Neighborhood Ag Heritage Overlay. The purpose of the required open space is to provide for recreational activity and integrated storm water quality throughout a development. Additionally, the provided open space helps elevate the impacts of suburban development in a historically agricultural and natural landscape by providing areas for active and passive recreation. Open space areas do not include buildings, private lots, structures, parking areas, or streets. Areas that are less than 18 feet wide are also not counted towards an open space area. With a total project area of 68.42 acres, a minimum of 13.68 acres of the project area must be provided as open space. The purposed development is providing 15.48 acres of open space which accounts for 22.6% of the project area.

Within the open space provided, City ordinance requires that site amenities, walking paths, and active recreation areas be provided. As part of the overall design of the neighborhood, each residence must

be within 900 feet (measured along a walking route) from at least one recreational open space. A thorough analysis of all of the proposed open spaces has been completed to determine compliance with this Code standard. The development will include the construction of the portion of the Utah Power and Light Corridor Trail along the City-owned properties and through the development in accordance with the City's Parks, Recreation, Trails, Open Space & Cultural Facilities Master Plan and Active Transportation Plan (See Figure 2). Exact sizing and location of the trail have been coordinated with Parks & Recreation staff. It is important to note, that the construction of the



Figure 2: Trail and City Property

trail on the edge of the regional detention basin does not count towards any increase in density and cannot be used to meet any open space requirements. The neighborhood will include five developed park areas with playground equipment, two additional developed parks or dog parks, two picnic areas, an outdoor recreational area, all connected with an internal trail system. The open space areas and trails will be provided with pavilions, benches, and trash receptacles throughout the development. The internal trail system will also connect to the Utah Power and Light Corridor Trail and as such will provide convenient access for residents throughout the neighborhood, both to and from their homes. A landscape and amenities plan that includes further details about the site amenities and open space network is included as Exhibit D of the Development Agreement.

Building Design Standards

Buildings within the PRUD overlay zone must comply with specific development standards with relation to setbacks, building separation, height, entrance features, materials, etc. The proposed development design standards are included in a Pattern Book for the Stevenson Fields Subdivision. The use of a Pattern Book will ensure that the subdivision will be developed with a consistent and cohesive design. The Pattern Book includes the PRUD development standards required by ordinance as well as additional guidance and flexibility with regards to materials and their applications. The Pattern Book is included as Exhibit C to the Development Agreement and as such is a regulatory document of the development.

For each residential type (Front-loaded, Alley-loaded, & Townhouse) the Pattern Book includes standards for front setbacks that align with the PRUD ordinance (See pages 4-8 of the Pattern Book). For example, all homes located on a front-loaded lot shall comply with the following standards:

Minimum Lot Width: 50 feet

• Minimum Front Setback: 14 to the house; 20 feet to the garage

Minimum Street Side Yard Setback: 8 feet on a local street; 12 feet on a collector

Minimum Side Yard Setback: 5 feetMinimum Rear Yard Setback: 25 feet

Additional standards include allowed architectural projections and building encroachments as well as porch and patio dimensions. Each home is required to provide an outdoor living space which can be accomplished through the use of a porch or patio area that meets the minimum standards outlined in the Pattern Book. All standards include references to City Code or are design standards greater than outlined in Code in order to provide a greater level of architectural design.

A key component of the building design standards outlined in the Pattern Book is the use of four main architectural patterns which include: Arts & Crafts, Colonial Revival, Farmhouse Victorian, and English Romantic styles. These architectural patterns have been chosen based upon in-depth research by the applicant into the historical architectural styles of west Layton and Davis County and in consultation with the property owners. The intent of the architectural patterns is to provide housing styles that are complimentary to the historical character of west Layton and to incorporate design principles that are timeless and perform well in the housing market. Pages 9-26 of the Pattern Book outline the specific standards of each architectural pattern. Each home within Stevenson Fields will be required to comply with the standards of a chosen architectural pattern and as outlined in the Pattern Book, variety is required to avoid repetition within the neighborhood.

Parking

Layton City parking regulations require sufficient off-street parking for residents and visitors of a residential dwelling unit. As outlined in Table 12-1 of MC Section 19.12.060 the following parking standards would apply.

Land Use	Parking Standard	Unit Counts	Required Parking
		170 (Alley Load Lots) +	
Single-Family Detached	2 per unit	92 (Front Load Lots) =	524 Stalls
		262 Units	
Townhouse	2.25 per unit	73 Townhomes	164 Stalls
		Total Required:	688 Stalls
		Total Provided:	729 Stalls

Each residence of the subdivision will be provided with a two-car garage that complies with the development standards City Code and as outlined in the Pattern Book. Visitor parking for the front-loaded lots will be provided in a similar way with a standard driveway that is to be no less than twenty feet deep. Visitor parking for the alley-loaded single-family lots and the townhome lots will be provided with parking that has been strategically placed for accessibility and ease of access. As shown on the PRUD conceptual site plan, there will be a total of 151 guest parking stalls provided throughout the subdivision. There is no visitor parking area that provides less than four parking stalls and most visitor parking areas include multiple rows of parking that are centrally located.

Development Agreement

As part of the rezone request, the applicant has worked with Staff to create a Development Agreement for the proposed subdivision. The Agreement is intended to further enforce City ordinance regulations, establish a specific design and development plan for the neighborhood, and outline any modifications from strict compliance of City Code. Overall, the Development Agreement provides greater specificity with relation to project density, open space timing, open space amenities (benches, picnic areas, and trash receptacles), landscaping of park strips and front yards, residential design standards and the Utah Power and Light Corridor Trail.

Street Network

The proposed street network has been designed in accordance with Public Works standards to address traffic circulation and access to this neighborhood and from adjacent neighborhoods. Two residential collector streets (Collector Street A & B) will provide access from Gentile Street and 2200 West with connections to adjacent residential neighborhoods. The subdivision includes other residential streets designed to meet City standards and in a manner to provide additional connections to Gentile Street and 2200 West as well as internal connections within the neighborhood. In total, five street connections will be provided from the subdivision to the arterial streets of Gentile Street and 2200 West. To the south, the subdivision will connect to Sugar Pine Drive and Alberta Spruce Drive. The connection to Alberta Spruce Drive will provide a connection for the neighborhood to the south to Gentile Street. All of the street connections will improve traffic circulation and access in this area of west Layton for residents and first responders. Stub streets are also provided for future connections to the east and the north of the subdivision. All of the alley-loaded and townhome lots will have access from alley ways that meet City standards.

RECOMMENDATION

On November 25, 2025, the Planning Commission forwarded a recommendation of approval to the City Council for the rezone request of approximately 75.66 acres located at approximately 2073 West Gentile Street from R-S (Residential Suburban) and unincorporated area to R-1-10 PRUD (Single-Family Residential, Planned Residential Unit Development) with a development agreement.

Staff supports the Planning Commission's recommendation, and also recommends the City Council adopt Ordinances 25-11 and 25-12 approving the annexation and rezone request with a Development Agreement as requested. This recommendation is based on compliance with the City's Annexation Policy, General Plan, City Code, and Development Guidelines and Design Standards (Public Works/Engineering Standards).



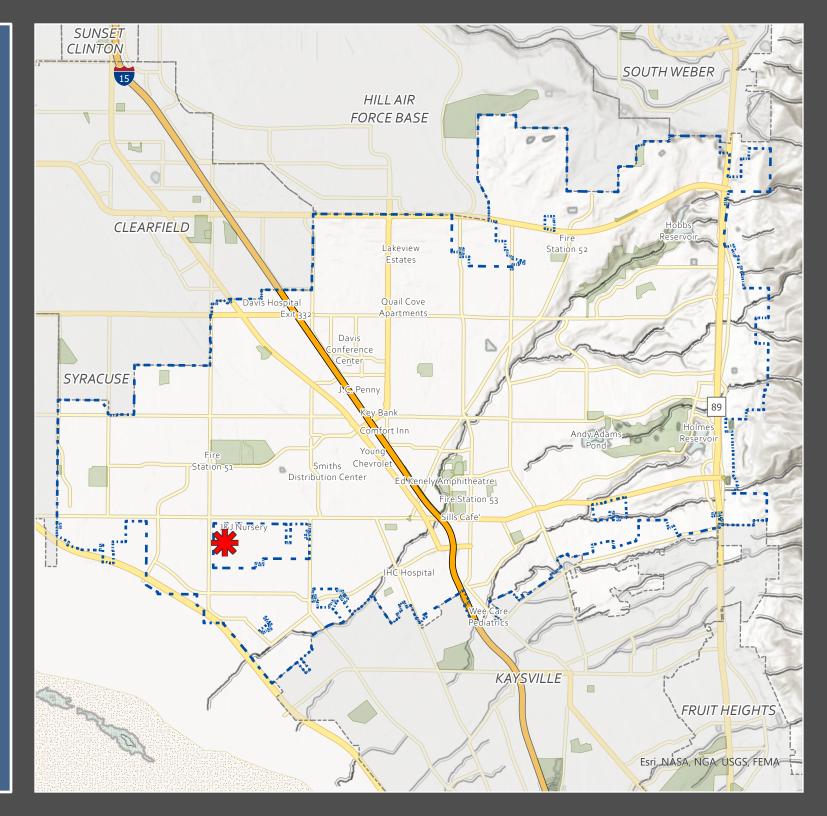
STEVENSON FIELDS SUBDIVISION

APPROXIMATELY 2073 WEST GENTILE STREET

ANNEXATION &
REZONE
R-S &
UNINCORPORATED
AREA
TO
R-1-10 PRUD





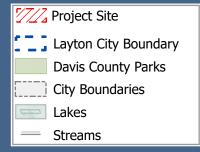




STEVENSION FIELDS SUBDIVISION

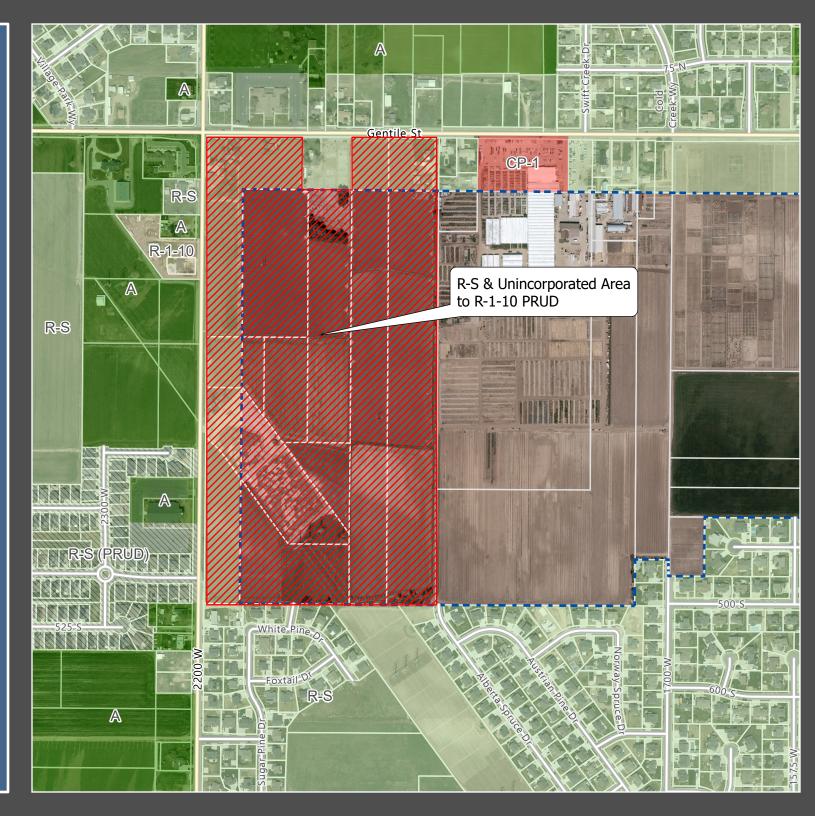
APPROXIMATELY 2073 WEST GENTILE STREET

REZONE
R-S &
UNINCORPORATED
AREA
TO R-1-10 PRUD





Map 2

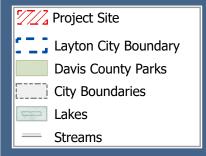




STEVENSION FIELDS SUBDIVISION

APPROXIMATELY 2073 WEST GENTILE STREET

REZONE
R-S &
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Map 3

