



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

Citizen Comment Guidelines

For the benefit of all who participate in a **public hearing** or providing **public comment** during a City Council meeting, we respectfully request that the following procedures be observed to ensure everyone has an opportunity to speak:

Public Comment Notice:

In accordance with the State of Utah Open and Public Meetings Act, the City Council will not respond to, engage in discussion of, or act on comments made during the public comment period.

Comments:

Your comments are important. To help maintain order, please direct all remarks to and through the presiding officer.

Time:

If you are providing input on an agenda item, please limit your comments to three (3) minutes.

Courtesy:

Applause, verbal outbursts, or other demonstrations of support or opposition are not permitted. All attendees are expected to maintain a respectful and orderly environment.

New Information:

To ensure efficiency, speakers shall limit remarks to new information. Repetition of previously stated comments is discouraged.

Spokesperson:

Groups are required to designate a single spokesperson. Repetitive comments from multiple individuals representing the same position may be limited.

Handouts and Electronic Information:

Any materials presented to the City Council must be submitted to the City Recorder in electronic or hard copy form no later than the conclusion of the meeting.

Thank you for your cooperation.

**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 June 4, 2026**.

AGENDA ITEMS:

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

2. MUNICIPAL EVENT ANNOUNCEMENTS:

3. VERBAL PETITIONS AND PRESENTATIONS:

4. CITIZEN COMMENTS:

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

- A. Approve the Interlocal Cooperation Master Agreement Regarding Regional Dispatch Services – Resolution 26-29
- B. Bid Award – RJT Excavating, Inc. – Various Sanitary Sewer Repairs, Project 25-41 – Resolution 26-33 – Various Locations Throughout the City
- C. Interlocal Cooperation Agreement between Davis County Cities and Davis County for Utah Pollutant Elimination System (UPDES) General Permit Requirements – Resolution 26-32
- D. Text Amendment – Amend Title 15, Chapter 15.02, Sections 15.02.010, 15.02.110, 15.02.130, 15.02.150, 15.02.155, 15.02.165, 15.02.170, 15.02.180, 15.02.190, Enact 15.02.185, and Repeal 15.02.195 of the Layton City Municipal Code by Adopting the International Building Code, 2024 Edition, the International Mechanical Code, 2024 Edition, the International Residential Code, 2021 Edition, the International Fuel Gas Code, 2024 Edition, the International Plumbing Code, 2024 Edition, the National Electrical Code, 2023 Edition, the International Existing Building Code, 2024 Edition, and the International Energy Conservation Code, 2024 Edition – Ordinance 26-12

6. PUBLIC HEARINGS:

- A. Accept Public Comment on the City Budget for Fiscal Year 2026-2027
- B. Accept Public Comment on Changes in Compensation for Executive Municipal Officers as Proposed in the City Budget for Fiscal Year 2026-2027
- C. General Plan Amendment – Approximately 790 East Antelope Drive – from Agriculture to Institutional Use and Rezone Request with Development Agreement – Approximately 790 East Antelope Drive and 1867 North Fairfield Road – from A (Agriculture) to PB (Professional Business) – Ordinances 26-10, 26-11, and Resolution 26-26
- D. Text Amendment – Water-Wise Standards for Single-Family Dwellings – Amending Title 19 Zoning, Chapter 19.02 Definitions; and Chapter 19.16 Landscaping, Fencing, and Clear View – Ordinance 26-16

7. UNFINISHED BUSINESS:

- A. Discussion – Eastridge Dog Park

ADJOURN:

Notice is hereby given that:

- A Work Meeting will be held at 5:30 PM to discuss miscellaneous matters.
- This meeting will also be live streamed via laytoncitylive.com and facebook.com/Laytoncity
- In the event of an absence of a full quorum, agenda items will be continued to the next regularly scheduled meeting.
- This meeting may involve the use of electronic communications for some of the members of this public body. Elected Officials at remote locations may be connected to the meeting electronically.
- By motion of the Layton City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed meeting for any of the purposes identified in that chapter.

Date: _____ **By:** _____
Kimberly S Read, City Recorder

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

In compliance with the Americans with Disabilities Act, persons in need of special accommodations or services to participate in this meeting shall notify the City at least 48 hours in advance at 801-336-3826 or 801-336-3820.

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

Item Number: 5.A.

Subject:

Approve the Interlocal Cooperation Master Agreement Regarding Regional Dispatch Services – Resolution 26-29

Background:

Layton City operates an Emergency Communications Center (ECC) capable of receiving 9-1-1 calls, non-emergency calls, and dispatching public safety resources. As regional demand for consolidated dispatch services grows, establishing a master framework allows for the efficient on-boarding of additional municipal, county, and special service district agencies. This Master Agreement establishes a standardized structure under which participating agencies receive dispatch services from Layton City, either through signing this Master Agreement or Addendum A at a later date.

Key elements of this Master Agreement that protect Layton City's interests and establish equitable partnerships include:

- **Operational Control and Ownership:** Layton City retains sole authority over the management, staffing, supervision, training, and day-to-day operations of the ECC. Furthermore, all real and personal property, infrastructure, software, and equipment acquired or maintained by the ECC remain the sole and exclusive property of Layton City.
- **Governance Structure:** This Master Agreement creates User, Member, and Budget Advisory Groups to provide input and recommendations on policies, service levels, and budgets. These groups function in an advisory capacity, with final budget approval remaining with the Layton City Council.
- **Fee Methodology:** Operating costs not covered by re-directed 9-1-1 revenues are divided equitably: seventy-five percent (75%) is allocated as a law enforcement fee based on the proportional number of full-time sworn officers, and twenty-five percent (25%) is allocated as a fire usage fee based on a rolling 3-year average of case numbers.
- **Capital Improvements:** The Master Agreement mandates a percentage fee assessment for a Capital Replacement and Special Improvement Fund to ensure future infrastructure needs are met. These funds, alongside any generated interest, are held separately from operational funds.

Alternatives:

Alternatives are to: 1) Adopt Resolution 26-29 to approve the Interlocal Cooperation Agreement Regarding Regional Dispatch Services and authorize the Mayor to sign the necessary documents; 2) Adopt Resolution 26-29 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 26-29 and remand to Staff with directions.

Recommendation:

Staff recommends Council adopt Resolution 26-29 to approve the Interlocal Cooperation Master Agreement Regarding Regional Dispatch Services and authorize the Mayor to sign the necessary documents.

RESOLUTION 26-29

AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION MASTER AGREEMENT REGARDING REGIONAL DISPATCH SERVICES

WHEREAS, Layton City operates an Emergency Communications Center capable of receiving 9-1-1 and non-emergency calls and dispatching public safety resources; and

WHEREAS, a centralized Emergency Communications Center promotes efficiency, interoperability, fiscal responsibility, and improved public safety outcomes for residents and first responders across multiple jurisdictions; and

WHEREAS, the proposed Master Agreement establishes an advisory governance structure and a fair, scalable fee methodology while ensuring Layton City retains sole authority over the management, staffing, and day-to-day operation of the facility; and

WHEREAS, the City Council of Layton City does hereby determine that it is in the best interest of the health, safety, and welfare of the citizens to establish a master framework under which participating agencies may receive dispatch services from Layton City;

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

1. The agreement known as the "Interlocal Cooperation Master Agreement Regarding Regional Dispatch Services" and "Addendum A" to the Master Agreement are hereby adopted and approved for the purposes set forth in the attached Interlocal Agreement, which is made a part hereof.
2. That the Mayor be authorized to execute said agreement on behalf of Layton City.

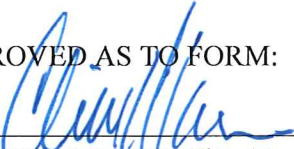
PASSED AND ADOPTED by the City Council of Layton, Utah, this 4th day of June, 2026.

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:



CLINTON DRAKE, City Attorney

SUBMITTING DEPARTMENT:



ALLEN A. SWANSON, Chief of Police

INTERLOCAL COOPERATION MASTER AGREEMENT REGARDING REGIONAL DISPATCH SERVICES

This Interlocal Cooperation Master Agreement Regarding Regional Dispatch Services (this “Master Agreement”) is entered into pursuant to the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq. (the “Act”), by and between Layton City, a municipal corporation of the State of Utah (“Layton”), and those municipal corporations, counties, state agencies, and special service districts that execute a joinder or addendum to this Master Agreement (each an “Agency”, collectively the “Agencies”).

Layton and each Agency may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Layton operates an Emergency Communications Center (“ECC”) capable of receiving 9-1-1 and non-emergency calls and dispatching public safety resources;

WHEREAS, certain municipal, county, and special service district agencies desire to obtain dispatch services through a consolidated, regional emergency communications system;

WHEREAS, the Parties agree that a centralized ECC promotes efficiency, interoperability, fiscal responsibility, and improved public safety outcomes for residents and first responders;

WHEREAS, the Parties desire to establish a master interlocal framework under which participating agencies may become bound through execution of agency-specific addenda, without requiring separate execution of this Master Agreement by each participating agency;

WHEREAS, the Parties, pursuant to Utah's Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the "Act"), are authorized to enter into this Master Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

PURPOSES

The purposes of this Master Agreement include the following:

- 1.1 Provide efficient, high-quality, and cost-effective public safety dispatch services on a regional basis.
- 1.2 Standardize, to the extent practicable, dispatch related policies, procedures, and operational practices within the agencies served, as they apply to dispatch services.

- 1.3 Establish an advisory governance structure to provide input and recommendations on service delivery, dispatch policies and procedures, budgets, and capital planning.
- 1.4 Create a fair, equitable, transparent, and scalable fee structure for dispatch services.
- 1.5 Allow for the orderly addition and removal of participating agencies without impairing ECC operations.

DEFINITIONS

- 2.1 “Member Agency” means an Agency that participates in the governance structure established by this Master Agreement.
- 2.2 “Contract Agency” means an Agency that receives dispatch services pursuant to an agency-specific addendum but does not participate in governance.
- 2.3 “Addendum” means an agency specific agreement incorporating this Master Agreement by reference.
- 2.4 “Consensus” means eighty percent (80%) of participating Member Agencies.
- 2.5 “Chief Administrative Officer” means the individual designated by a Member Agency as its principal executive or administrative representative. Such individual may include a city manager, district director, sheriff, or other appointed administrator. If a Member Agency operates under a form of government in which executive authority is vested in an elected official, the governing body may designate either such elected official or an appointed administrative representative to serve in this capacity for purposes of this Agreement.
- 2.6 “Weighted Vote” means a vote based on the proportional dispatch services assessment to each Member Agency for the current year.

GOVERNANCE STRUCTURE

- 3.1 Operational Authority
 - 3.1.1 Whenever possible, operational decisions shall be made by operational leaders, in the best interests of the ECC, the Member Agencies, Contract Agencies, and the residents. Layton retains sole authority over the management, staffing, supervision, training, and day-to-day operation of the ECC. This Master Agreement does not create, and shall not be construed to create, a separate legal entity, joint venture, partnership, or other joint organization under the Utah Interlocal Cooperation Act or otherwise. Layton shall serve as the sole administering agency for the

Emergency Communications Center, and all authority, responsibility, and control not expressly delegated in this Master Agreement shall remain with Layton.

3.2 User Advisory Groups

3.2.1 Composition: Two User Advisory Groups are established.

- (1) Law Enforcement User Advisory Group
- (2) Fire User Advisory Group

3.2.2 Each Member Agency and Contract Agency may appoint one operational level representative to the applicable group. The User Advisory Groups shall:

- (1) Provide input and recommendations regarding dispatch protocols, procedures, policies, service levels, and systems.
- (2) Strive for Consensus.
- (3) Where Consensus cannot be achieved, matters may be referred to the Member Advisory Group.
- (4) Meetings shall occur at least quarterly and be facilitated by ECC personnel in an ex officio capacity.

3.3 Member Advisory Group

3.3.1 Composition: One chief-level law enforcement or fire official from each Member Agency.

3.3.2 The Member Advisory Group will meet at least quarterly. If there are action items from the User Advisory Group Meeting, then the Member Advisory Group shall meet within thirty (30) days of the last User Advisory Group Meeting. The Member Advisory Group may select a Chair and Vice Chair, if necessary, and adopt procedures.

3.3.3 Duties include:

- (1) Reviewing matters and providing input and recommendations (regarding policies and procedures) for service delivery changes affecting user groups.
- (2) Resolving disputes (regarding service delivery) referred by User Advisory Groups.
- (3) Reviewing and providing input on the annual budget, fee structure, and capital plans.
- (4) The Member Advisory Group will strive for Consensus. Unresolved matters may be referred to the Budget Advisory Group.

3.4 Budget Advisory Group

- 3.4.1 Composition: One Chief Administrative Officer representative from each Member Agency.
- 3.4.2 Meetings: The Budget Advisory Group will meet at least annually.
- 3.4.3 Duties include:
 - (1) Reviewing the annual ECC budget and five-year capital improvement plan.
 - (2) Making recommendations to the Layton City Manager and Layton City Council.
 - (3) Acting on matters referred by the Member Advisory Group.
- 3.4.4 Voting: The Budget Advisory Group will strive for unanimity. In the event unanimity is not achieved, the Budget Advisory Group will strive for Consensus. If Consensus is not reached, decisions shall be made by a simple majority Weighted Vote.
- 3.4.5 Quorum: A quorum is defined as a majority of the members of the Budget Advisory Group but must include representation from all three Member Agencies with lengthy experience in ECC operation so long as they remain Member Agencies: Layton, Clearfield, and Davis County.

FEES AND FUNDING

- 4.1 General Principles: Member Agencies share the common goal or desire to provide high quality dispatch services. To achieve this goal the ECC requires adequate funds for personnel, equipment, and training. Member Agencies shall contribute equitably to the cost of ECC operations sufficient to maintain appropriate staffing, equipment, and training. These funds may only be used for services reasonably related to public safety dispatch.
- 4.2 9-1-1 Revenue: Upon execution of this Master Agreement, Member Agencies operating a Public Safety Answering Point (PSAP) or ECC shall request redirection of applicable 9-1-1 fee revenue to Layton's 9-1-1 Restricted Accounts.
- 4.3 Fee Methodology: The fee methodology for Member Agencies is broken into two parts.
 - 4.3.1 A law enforcement fee and a fire usage fee, applied to the amount not covered by 9-1-1 revenue.
 - 4.3.2 The law enforcement fee represents seventy five percent (75%) of the total amount not covered by 9-1-1 revenue, multiplied by the proportional number of budget-approved full-time, certified sworn officer positions as of September 1 of the preceding year..

- 4.3.3 In the event a participating law enforcement agency experiences a material change in sworn staffing after the September 1 date used for the fee calculation, the affected agency, Layton, or the Budget Advisory Group may request review of the allocation. A “material change” means an increase or decrease of more than ten percent (10%) of the agency’s full-time sworn officer positions used for the calculation under Section 4.3.2. Upon review, the Budget Advisory Group may recommend an adjustment to the allocation methodology or fee for the affected fiscal year, subject to approval consistent with this Agreement.
- 4.3.4 The fire usage fee represents twenty five percent (25%) of the total amount not covered by the 9-1-1 revenue, multiplied by the proportional number of a rolling 3-year average of case numbers, as reported in the Davis Area Public Safety System (DAPSS).
- 4.3.5 Layton may rely on the official adopted budget of each agency as documentation of the number of full-time sworn officer positions used in the calculation.

4.4 Budget Adoption and Invoicing

- 4.4.1 The ECC will provide good faith preliminary estimates of the anticipated fee by December 31. Agencies operating on an alternative budget cycle may submit a written request to the ECC for an adjusted delivery date.
- 4.4.2 Final approval of annual dispatch fees will be upon adoption of the budget by the Layton City Council in June (or in August in the case of Truth in Taxation).
- 4.4.3 In the event the final approved annual dispatch fee differs by more than $\pm 5\%$ from the preliminary good-faith estimate provided under Section 4.4.1, Layton shall provide a written explanation to the Member Agencies detailing the reasons for the difference.
- 4.4.4 Invoicing by Layton to Member and Contract Agencies shall occur quarterly with the annual dispatch fee divided into four (4) equal installments during the applicable fiscal year (for cities and special districts) or calendar year (for Davis County). Should a Member or Contract Agency finalize its budget prior to the finalization of Layton’s budget, and the Layton budget includes an increase of more than 5% above the good faith estimate, the Member or Contract Agency shall only pay a 5% increase for that current year and shall pay the remaining percentage the following year in addition to the regularly assessed fee.

- 4.4.5 Layton City will provide an accounting of the budget and expenditures at least annually, or upon the request of the Budget Advisory Group.
- 4.4.6 Payment of each invoice shall be due within thirty (30) days of receipt. Any amount not paid within thirty (30) days shall accrue interest at a rate of two percent (2%) per annum until paid.
- 4.5 Excess Funds. In the event budget expenditures are less than budget assessments in a given year, the excess operational funds shall be retained in a special revenue fund and may include up to two months of operating expenses, with remaining balances credited toward future assessments.
- 4.6 Annual Report. Layton shall provide the annual report to the Member Advisory Group and Budget Advisory Group.

CAPITAL REPLACEMENT AND SPECIAL IMPROVEMENT FUND

- 5.1 The ECC has certain infrastructure that will need to be replaced over time, and/or new services or equipment to enhance the services delivered to the public and Member Agencies may become necessary. ECC personnel will establish a Capital Replacement and Special Improvement Schedule for major cost centers. The Member Advisory Group and Budget Advisory Group will review the Capital Replacement and Improvement Plan and assess a percentage fee for each Member Agency to set aside for future needs. These funds will be held separately from operational funds. Any interest or investment earnings generated from these funds shall be retained within the Capital Replacement and Special Improvement Fund and shall not be used for operational expenses.

OWNERSHIP OF PROPERTY

- 6.1 Except as otherwise expressly provided in writing:
 - 6.1.1 Each Member and Contract Agency shall retain sole ownership of all vehicles, apparatus, radios, mobile data terminals, equipment, and other tangible or intangible property owned or acquired by that agency for its own public safety operations.
 - 6.1.2 All real and personal property, infrastructure, systems, equipment, software, licenses, and other assets acquired, leased, licensed, maintained, or replaced using funds budgeted or expended by Layton for the ECC, including assets funded in whole or in part by dispatch service fees, shall remain the sole and exclusive property of Layton.

- 6.1.3 Nothing in this Master Agreement shall be construed to create joint ownership of any property or asset, or to confer upon any Member or Contract Agency any ownership interest in the ECC or its assets.

ADDITION OF NEW AGENCIES

- 7.1 Agencies seeking dispatch services shall submit a letter of intent to the ECC Director.
- 7.2 Layton shall prepare an impact assessment and recommendation to the Budget Advisory Group. The Budget Advisory Group shall review and make recommendations to the Layton City Council regarding the addition of a new agency. Final approval shall be given by the Layton City Council.
- 7.3 All onboarding costs shall be borne by the requesting agency.
- 7.4 New agencies shall begin participation by adopting this Master Agreement by executing an agency specific Addendum.

TERM, TERMINATION, AND WITHDRAWAL

- 8.1 This Master Agreement shall become effective upon execution by Layton and adoption by its governing body. The initial term of this Master Agreement shall be three (3) years. Thereafter, the Master Agreement shall automatically renew on an annual basis unless terminated as described herein. Additional Agencies may become Parties to this Master Agreement by executing an agency-specific Addendum.
- 8.2 A Member or Contract Agency may terminate its participation in this Master Agreement and withdraw effective as of June 30 of any year upon providing not less than eighteen (18) months prior written notice. Termination and withdrawal shall not release the Member or Contract Agency from any duties, liabilities, or financial obligations accrued or incurred prior to and through the effective date of termination.
- 8.3 Upon termination of this Master Agreement with respect to any Member or Contract Agency, or upon termination of this Master Agreement in its entirety, no jointly owned property shall exist. All real and personal property, infrastructure, equipment, software, systems, and capital assets used in connection with the Emergency Communications Center shall remain the sole property of Layton City, unless otherwise expressly agreed to in writing. Any prepaid fees or assessments shall be addressed in accordance with the fee provisions of this Master Agreement.

AMENDMENTS

- 9.1 This Master Agreement may be amended upon:
- (1) Approval by two-thirds Weighted Vote of the Budget Advisory Group; and

- (2) Ratification by the governing bodies of Member Agencies representing at least two-thirds of the total weighted allocation. For purposes of this ratification, each Member Agency's governing body shall vote as a single unit, and the internal vote breakdown of that governing body shall not affect the weighted allocation.

LIABILITY, INDEMNIFICATION, AND GOVERNMENTAL IMMUNITY

- 10.1 No Waiver of Governmental Immunity. Nothing in this Master Agreement shall be deemed or construed to waive, modify, or limit any immunity, defense, or limitation of liability available to any Party under the Utah Governmental Immunity Act, Utah Code Ann. § 63G-7-101 et seq. ("UGIA"), or other applicable law. All such rights, defenses, and immunities are expressly reserved.
- 10.2 Separate Responsibility. Each Party shall be solely responsible for its own acts or omissions, and the acts or omissions of its officers, employees, agents, and volunteers, arising out of or related to the performance of this Master Agreement. No Party assumes responsibility for the acts or omissions of any other Party.
- 10.3 Indemnification to the Extent Permitted by Law. To the extent permitted by Utah law, each Party agrees to indemnify and hold harmless the other Parties, and their respective officers, employees, and agents, from and against claims, demands, damages, losses, or expenses arising out of the indemnifying Party's negligent acts or omissions in the performance of this Master Agreement.
- 10.4 No Joint Employment or Agency. Nothing in this Master Agreement shall be construed to create an agency, partnership, joint venture, or joint employment relationship between Layton and any Member or Contract Agency, nor shall it be construed to create a joint powers entity, joint employer relationship, or shared liability arrangement among the Parties.. Employees of Layton providing dispatch services shall always remain solely employees of Layton.

CJIS COMPLIANCE AND DATA BREACH RESPONSIBILITY

- 11.1 CJIS Compliance. Each Party acknowledges that the ECC accesses and processes Criminal Justice Information ("CJI") and agrees to comply with all applicable federal and state laws and the FBI Criminal Justice Information Services ("CJIS") Security Policy, as amended from time to time, to the extent applicable to that Party's personnel, systems, and operations.
- 11.2 Access Control and Training. Each Party is responsible for ensuring that its personnel who access CJI satisfy all applicable CJIS background check, security awareness training, and access requirements, and that access to CJI is limited to authorized personnel only.

- 11.3 CJIS Data Breach Notification. In the event of any suspected or confirmed unauthorized access, disclosure, or breach of CJI (“CJIS Data Breach”), the Party discovering the CJIS Data Breach shall notify Layton and any affected Parties without unreasonable delay and shall cooperate in good faith in any investigation, mitigation, remediation, or notification efforts required by applicable law or CJIS policy.
- 11.4 Responsibility for CJIS Data Breaches. Each Party shall be responsible for CJIS Data Breaches caused by the acts or omissions of its officers, employees, agents, contractors, or systems. No Party shall be responsible for a CJIS Data Breach caused solely by the acts or omissions of another Party.
- 11.5 Limitation of Liability. Nothing in this Section 11 shall be construed to create liability, require indemnification, or impose financial responsibility beyond that permitted by the Utah Governmental Immunity Act or other applicable law.
- 11.6 No Waiver of Immunity. Nothing in this Section shall be deemed to waive or limit any immunity, defense, or protection available to any Party under the Utah Governmental Immunity Act.

GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT

- 12.1 This Master Agreement and the Parties are subject to the Government Records Access and Management Act “GRAMA”. The Parties acknowledge and accept the following procedures for processing requests under GRAMA.
- 12.2 Layton shall have ownership of all call records. A call record consists of the phone call received by the dispatch operator and the associated CAD notes.
- 12.3 The Party who responds to the dispatch call shall own all other corresponding case records.
- 12.4 The Parties shall create, maintain, classify, retain, and dispose of its own records in compliance with GRAMA. No Party shall be responsible for another Party’s compliance with GRAMA.

LEGAL REVIEW

- 13.1 This Master Agreement has been reviewed by legal counsel for each Party as to form and legality pursuant to the Utah Code.

GOVERNING LAW

- 14.1 This Master Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

VENUE AND JURISDICTION

- 15.1 Any legal action arising out of or relating to this Master Agreement shall be brought in a court of competent jurisdiction located within the State of Utah, with venue lying in Davis County, Utah.

CONFLICTS AND ORDER OF PRECEDENCE

- 16.1 In the event of a conflict between this Master Agreement and any agency-specific addendum or contract entered into pursuant to this Master Agreement, this Master Agreement shall control unless the addendum or contract expressly states an intent to supersede a specific provision of this Master Agreement.

DISPUTE RESOLUTION AND ATTORNEYS' FEES

- 17.1 The Parties agree to make good-faith efforts to resolve disputes arising under this Master Agreement through informal discussions between executive-level representatives before initiating litigation. The parties may, but are not required to, participate in mediation to resolve any issues arising out of this Master Agreement.
- 17.2 Except as otherwise expressly required by law, each Party shall bear its own attorneys' fees, costs, and expenses incurred in connection with any dispute arising out of or relating to this Master Agreement.

INTERLOCAL AGREEMENT

- 18.1 Each of the Parties hereby certifies that, pursuant to the requirements of Section 11-13-202.5, Utah Code (1953 as amended), it has submitted this Master Agreement to an attorney authorized to represent it for review as to proper form and compliance with applicable law.
- 18.2 Each individual signing this Master Agreement on behalf of a Party hereby represents and warrants through his or her signature, that the execution of this Master Agreement has been approved by a resolution duly adopted by the governing authority of such Party, and that signed copy of this Master Agreement will be filed with the keeper of public records of such Party pursuant to Section 11-13-209 of the Cooperation Act. For Agencies participating pursuant to an agency-specific Addendum, approval of such Addendum by the Agency's governing body shall constitute approval for purposes of the Interlocal Cooperation Act.

18.3 For any Agency participating in this Master Agreement pursuant to an agency-specific Addendum, approval and execution of such Addendum by the Agency's governing body shall constitute approval of this Master Agreement for purposes of the Utah Interlocal Cooperation Act, including Sections 11-13-202.5 and 11-13-209, Utah Code Annotated. Such Addendum, together with this Master Agreement as incorporated by reference, shall be deemed the interlocal Master Agreement of that Agency.

LAYTON CITY ACCEPTANCE:

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

Approved as to Form:

City Attorney

STATE OF UTAH
 §
COUNTY OF DAVIS

On this _____ day of _____, 20____, personally appeared before me Joy Petro, who duly acknowledged to me that she is the Mayor of Layton City, and that the document was signed by her in behalf of the City, and Joy Petro acknowledged to me the City executed the same.

NOTARY PUBLIC

ADDENDUM A
AGENCY-SPECIFIC ADDENDUM FOR DISPATCH SERVICES

This Agency-Specific Addendum (“Addendum”) is entered into pursuant to and incorporates by reference the Interlocal Cooperation Agreement Regarding Regional Dispatch Services dated _____ (“Master Agreement”), by and between Layton City, a municipal corporation of the State of Utah (“Layton”), and _____, a _____ (“Agency”).

This Addendum and the Master Agreement shall be read together as a single integrated agreement. In the event of a conflict, the Master Agreement shall control unless this Addendum expressly states otherwise. By executing this Addendum, Agency agrees to be bound by all applicable terms and conditions of the Master Agreement, as incorporated herein, regardless of whether Agency is a signatory to the Master Agreement (Contract Agency).

AGENCY STATUS

- ☐ Member Agency (governance participation)
- ☐ Contract Agency (service only; no governance participation)

Contract Agencies may participate in User Advisory Groups, but shall not participate in the Member Advisory Group or Budget Advisory Group.

SERVICE COMMENCEMENT

Dispatch services under this Addendum shall commence on:

Service Start Date: _____

NO MODIFICATION OF MASTER AGREEMENT

This Addendum does not modify, amend, or waive any provision of the Master Agreement. All provisions of the Master Agreement remain in full force and effect.

AUTHORIZATION AND EXECUTION

By executing this Addendum, Agency represents that this Addendum has been approved by its governing body in accordance with the Utah Interlocal Cooperation Act. Agency acknowledges and agrees that this Addendum, together with the Master Agreement incorporated by reference, constitutes an interlocal agreement binding upon Agency pursuant to Utah Code Title 11, Chapter 13. Agency agrees to be bound by all provisions of the Master Agreement applicable to its designated status as a Member Agency or Contract Agency, whether or not Agency is a signatory to the Master Agreement.

LAYTON CITY

By: _____

Name: _____

Title: _____

Date: _____

[AGENCY NAME]

By: _____

Name: _____

Title: _____

Date: _____

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

Item Number: 5.B.

Subject:

Bid Award – RJT Excavating, Inc. – Various Sanitary Sewer Repairs, Project 25-41 – Resolution 26-33 – Various Locations Throughout the City

Background:

Resolution 26-33 authorizes the execution of an agreement between Layton City and RJT Excavating, Inc. (RJT) for various sanitary sewer repairs, Project 25-41 (Project). The Project includes five (5) schedules for the repair of sanitary sewer problems, including replacement of existing lines and reconnection of laterals with any associated work items.

Four bids were received, with RJT submitting the lowest responsive, responsible bid in the amount of \$359,482.94. The engineer's estimate was \$450,000.00.

Alternatives:

Alternatives are to: 1) Adopt Resolution 26-33 awarding the bid to RJT for various sanitary sewer repairs, Project 25-41; 2) Adopt Resolution 26-33 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 26-33 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 26-33 awarding the bid to RJT and authorize the City Manager to execute the agreement for various sanitary sewer repairs, Project 25-41.

RESOLUTION 26-33

A RESOLUTION ADOPTING AN AGREEMENT WITH RJT EXCAVATING, INC. FOR THE VARIOUS SANITARY SEWER REPAIRS, PROJECT 25-41

WHEREAS, Layton City (City) has elected to construct street improvements, to be known as the Various Sanitary Sewer Repairs, Project 25-41 (Project 25-41), located at various locations throughout the City; and

WHEREAS, the City received four bids for construction of the referenced project on May 21, 2026, with the results of the bid attached hereto for the Council's review; and

WHEREAS, City Staff has reviewed and evaluated the response to the Advertisement for Bids and has found it to be in the best interest of the City and citizens of Layton City to conditionally select RJT Excavating, Inc. (RJT) as the contractor for Project 25-41.

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

1. RJT is conditionally selected as the lowest responsive and responsible bidder with whom the City Manager should conduct negotiations for Project 25-41.

2. The City Manager is directed to conduct negotiations for an agreement (Agreement) with RJT for Project 25-41. The terms of the Agreement shall address the terms and conditions of the Advertisement for Bids as well as the price contained in the proposal submitted by RJT that are consistent with the intent of the Advertisement for Bids. The Agreement shall include such other provisions as are deemed necessary to accomplish the purposes of the City in entering an agreement for Project 25-41.

3. When the Agreement is in a form acceptable to the City Manager and City Attorney and after RJT has properly executed said Agreement, the City Manager is authorized to execute the Agreement on behalf of the City. Execution of the Agreement by the City Manager shall constitute the City's acceptance of the offer by RJT and the formal award of the contract to RJT for Project 25-41, pursuant to the terms and conditions of the Agreement.

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

PASSED AND ADOPTED by the City Council of Layton, Utah, this **4th day of June, 2026**.

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

for: 
CLINTON R. DRAKE, City Attorney


STEPHEN JACKSON, Department Director

LAYTON CITY CORPORATION
Various Sanitary Sewer Repairs, Project 25-41

Bid Opening May 21, 2026, 10:00 a.m.

Engineer's Estimate: \$450,000.00

Various Sanitary Sewer Repairs, Project 25-41	RJT Excavating, Inc.	Slippery Rock Constructors	Ormond Construction, Inc.	BC & Sons Excavation, LLC
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Schedule A - Wasatch Drive		QTY	Unit	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)
A1	Mobilization and Traffic Control	1	LS	\$9,444.55	\$9,444.55	\$8,250.00	\$8,250.00	\$13,575.00	\$13,575.00	\$6,350.00	\$6,350.00
A2	Furnish and install 8-inch PVC D3034 sewer pipe	33	LF	\$600.84	\$19,827.72	\$285.00	\$9,405.00	\$575.97	\$19,007.01	\$1,350.00	\$44,550.00
A3	Furnish 1-inch gravel pipe zone	43	TN	\$34.48	\$1,482.64	\$38.00	\$1,634.00	\$36.50	\$1,569.50	\$59.00	\$2,537.00
A4	Furnish 3-inch minus select borrow material	162	TN	\$58.43	\$9,465.66	\$30.00	\$4,860.00	\$29.00	\$4,698.00	\$38.00	\$6,156.00
A5	Furnish and install roadbase (8-inch thick minimum)	18	TN	\$70.47	\$1,268.46	\$34.00	\$612.00	\$29.00	\$522.00	\$38.00	\$684.00
A6	Furnish and install asphalt T-patch (4-inch thick minimum), if needed	6	TN	\$1,080.80	\$6,484.80	\$761.00	\$4,566.00	\$685.00	\$4,110.00	\$720.00	\$4,320.00
A7	Furnish and install 24" RCP storm drain pipe, if needed	15	LF	\$588.48	\$8,827.20	\$182.00	\$2,730.00	\$260.00	\$3,900.00	\$280.00	\$4,200.00
A8	Construct standard hooded inlet box, if needed	1	EA	\$5,912.44	\$5,912.44	\$2,863.00	\$2,863.00	\$4,525.00	\$4,525.00	\$9,665.00	\$9,665.00
A9	Sewer Bypass Pumping	1	LS	\$3,038.78	\$3,038.78	\$2,300.00	\$2,300.00	\$7,680.00	\$7,680.00	\$2,560.00	\$2,560.00
A10	Remove Existing Pipe	48	LF	\$82.63	\$3,966.24	\$49.00	\$2,352.00	\$15.00	\$720.00	\$20.00	\$960.00
A11	Reconnect Existing Service Lateral	2	EA	\$913.27	\$1,826.54	\$1,063.00	\$2,126.00	\$1,445.00	\$2,890.00	\$4,500.00	\$9,000.00
A12	Flush and televise new lines	1	LS	\$2,224.40	\$2,224.40	\$2,093.00	\$2,093.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
Schedule A Total:					\$73,769.43		\$43,791.00		\$65,696.51		\$93,982.00

Schedule B - Flint Street		QTY	Unit	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)
B1	Mobilization and Traffic Control	1	LS	\$9,444.55	\$9,444.55	\$10,250.00	\$10,250.00	\$21,820.00	\$21,820.00	\$5,000.00	\$5,000.00
B2	Furnish and install 8-inch PVC D3034 sewer pipe	10	LF	\$1,061.96	\$10,619.60	\$285.00	\$2,850.00	\$1,214.00	\$12,140.00	\$1,825.00	\$18,250.00
B3	Furnish 1-inch gravel pipe zone	15	TN	\$34.48	\$517.20	\$38.00	\$570.00	\$36.50	\$547.50	\$59.00	\$885.00
B4	Furnish 3-inch minus select borrow material	40	TN	\$15.82	\$632.80	\$29.00	\$1,160.00	\$29.00	\$1,160.00	\$50.00	\$2,000.00
B5	Furnish and install roadbase (8-inch thick minimum)	6	TN	\$50.16	\$300.96	\$34.00	\$204.00	\$29.00	\$174.00	\$50.00	\$300.00
B6	Furnish and install asphalt T-patch (4-inch thick minimum)	16	TN	\$559.89	\$8,958.24	\$456.00	\$7,296.00	\$369.00	\$5,904.00	\$335.00	\$5,360.00
B7	Sewer Bypass Pumping	1	LS	\$3,038.78	\$3,038.78	\$1,725.00	\$1,725.00	\$7,680.00	\$7,680.00	\$2,560.00	\$2,560.00
B8	Remove Existing Pipe	10	LF	\$97.07	\$970.70	\$49.00	\$490.00	\$15.00	\$150.00	\$20.00	\$200.00
B9	Reconnect Existing Service Lateral	1	EA	\$913.27	\$913.27	\$1,063.00	\$1,063.00	\$1,445.00	\$1,445.00	\$4,500.00	\$4,500.00
B10	Flush and televise new lines	1	LS	\$2,224.40	\$2,224.40	\$2,093.00	\$2,093.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
Schedule B Total:					\$37,620.50		\$27,701.00		\$53,520.50		\$42,055.00

Schedule C - Church Street		QTY	Unit	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)
C1	Mobilization and Traffic Control	1	LS	\$9,444.55	\$9,444.55	\$10,750.00	\$10,750.00	\$21,820.00	\$21,820.00	\$7,000.00	\$7,000.00
C2	Furnish and install 8-inch PVC D3034 sewer pipe	47	LF	\$426.89	\$20,063.88	\$284.00	\$13,348.00	\$831.88	\$39,098.36	\$840.00	\$39,480.00
C3	Furnish 1-inch gravel pipe zone	58	TN	\$8.92	\$517.36	\$38.00	\$2,204.00	\$36.50	\$2,117.00	\$59.00	\$3,422.00
C4	Furnish 3-inch minus select borrow material	190	TN	\$3.33	\$632.70	\$30.00	\$5,700.00	\$29.00	\$5,510.00	\$38.00	\$7,220.00
C5	Furnish and install roadbase (8-inch thick minimum)	29	TN	\$50.16	\$1,454.64	\$35.00	\$1,015.00	\$29.00	\$841.00	\$38.00	\$1,102.00
C6	Furnish and install asphalt T-patch (4-inch thick minimum)	25	TN	\$454.60	\$11,365.00	\$479.00	\$11,975.00	\$402.60	\$10,065.00	\$265.00	\$6,625.00
C7	Sewer Bypass Pumping	1	LS	\$3,038.78	\$3,038.78	\$1,725.00	\$1,725.00	\$7,680.00	\$7,680.00	\$3,840.00	\$3,840.00
C8	Remove Existing Pipe	47	LF	\$54.21	\$2,547.87	\$49.00	\$2,303.00	\$15.00	\$705.00	\$20.00	\$940.00
C9	Reconnect Existing Service Lateral	3	EA	\$913.27	\$2,739.81	\$2,063.00	\$6,189.00	\$1,445.00	\$4,335.00	\$4,500.00	\$13,500.00
C10	Flush and televise new lines	1	LS	\$2,224.40	\$2,224.40	\$2,093.00	\$2,093.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
Schedule C Total:					\$54,028.99		\$57,302.00		\$94,671.36		\$86,129.00

LAYTON CITY CORPORATION
Various Sanitary Sewer Repairs, Project 25-41

Various Sanitary Sewer Repairs, Project 25-41	RJT Excavating, Inc.	Slippery Rock Constructors	Ormond Construction, Inc.	BC & Sons Excavation, LLC
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Schedule D - Davis Drive and Everett Avenue		QTY	Unit	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)
D1	Mobilization and Traffic Control	1	LS	\$9,444.55	\$9,444.55	\$10,750.00	\$10,750.00	\$15,075.00	\$15,075.00	\$8,745.00	\$8,745.00
D2	Furnish and install 8-inch PVC D3034 sewer pipe	170	LF	\$236.53	\$40,210.10	\$284.00	\$48,280.00	\$286.84	\$48,762.80	\$260.00	\$44,200.00
D3	Furnish 1-inch gravel pipe zone	207	TN	\$2.50	\$517.50	\$38.00	\$7,866.00	\$36.50	\$7,555.50	\$59.00	\$12,213.00
D4	Furnish 3-inch minus select borrow material	790	TN	\$0.80	\$632.00	\$30.00	\$23,700.00	\$29.00	\$22,910.00	\$38.00	\$30,020.00
D5	Furnish and install roadbase (8-inch thick minimum)	102	TN	\$50.16	\$5,116.32	\$34.00	\$3,468.00	\$29.00	\$2,958.00	\$38.00	\$3,876.00
D6	Furnish and install asphalt T-patch (4-inch thick minimum)	58	TN	\$351.09	\$20,363.22	\$376.00	\$21,808.00	\$286.00	\$16,588.00	\$200.00	\$11,600.00
D7	Sewer Bypass Pumping	1	LS	\$3,038.78	\$3,038.78	\$1,850.00	\$1,850.00	\$14,390.00	\$14,390.00	\$3,840.00	\$3,840.00
D8	Remove Existing Pipe	170	LF	\$45.82	\$7,789.40	\$49.00	\$8,330.00	\$15.00	\$2,550.00	\$20.00	\$3,400.00
D9	Reconnect Existing Service Lateral	5	EA	\$913.27	\$4,566.35	\$1,063.00	\$5,315.00	\$1,445.00	\$7,225.00	\$4,500.00	\$22,500.00
D10	Flush and televise new lines	1	LS	\$2,965.85	\$2,965.85	\$2,093.00	\$2,093.00	\$4,375.00	\$4,375.00	\$3,000.00	\$3,000.00
Schedule D Total:					\$94,644.07		\$133,460.00		\$142,389.30		\$143,394.00

Schedule E - Oak Drive and 2200 East		QTY	Unit	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)
E1	Mobilization and Traffic Control	1	LS	\$9,444.55	\$9,444.55	\$10,750.00	\$10,750.00	\$17,075.00	\$17,075.00	\$7,500.00	\$7,500.00
E2	Furnish and install 8-inch PVC D3034 sewer pipe	165	LF	\$242.44	\$40,002.60	\$285.00	\$47,025.00	\$216.90	\$35,788.50	\$260.00	\$42,900.00
E3	Furnish 1-inch gravel pipe zone	200	TN	\$2.59	\$518.00	\$38.00	\$7,600.00	\$36.50	\$7,300.00	\$59.00	\$11,800.00
E4	Furnish 3-inch minus select borrow material	671	TN	\$0.94	\$630.74	\$30.00	\$20,130.00	\$29.00	\$19,459.00	\$38.00	\$25,498.00
E5	Furnish and install roadbase (8-inch thick minimum)	100	TN	\$50.16	\$5,016.00	\$33.54	\$3,354.00	\$29.00	\$2,900.00	\$38.00	\$3,800.00
E6	Furnish and install asphalt T-patch (4-inch thick minimum)	85	TN	\$312.63	\$26,573.55	\$347.00	\$29,495.00	\$256.00	\$21,760.00	\$200.00	\$17,000.00
E7	Sewer Bypass Pumping	1	LS	\$3,038.78	\$3,038.78	\$2,850.00	\$2,850.00	\$14,390.00	\$14,390.00	\$3,840.00	\$3,840.00
E8	Remove Existing Pipe	165	LF	\$45.92	\$7,576.80	\$49.00	\$8,085.00	\$15.00	\$2,475.00	\$20.00	\$3,300.00
E9	Reconnect Existing Service Lateral	4	EA	\$913.27	\$3,653.08	\$2,063.00	\$8,252.00	\$1,445.00	\$5,780.00	\$4,500.00	\$18,000.00
E10	Flush and televise new lines	1	LS	\$2,965.85	\$2,965.85	\$2,093.00	\$2,093.00	\$4,375.00	\$4,375.00	\$3,000.00	\$3,000.00
Schedule E Total:					\$99,419.95		\$139,634.00		\$131,302.50		\$136,638.00

Schedule A - Wasatch Drive:	\$73,769.43	\$43,791.00	\$65,696.51	\$93,982.00
Schedule B - Flint Street:	\$37,620.50	\$27,701.00	\$53,520.50	\$42,055.00
Schedule C - Church Street:	\$54,028.99	\$57,302.00	\$94,671.36	\$86,129.00
Schedule D - Davis Drive and Everett Avenue:	\$94,644.07	\$133,460.00	\$142,389.30	\$143,394.00
Schedule E - Oakridge Drive and 2200 East:	\$99,419.95	\$139,634.00	\$131,302.50	\$136,638.00

Project Total:	\$359,482.94	\$401,888.00	\$487,580.17	\$502,198.00
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**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 5.C.

Subject:

Interlocal Cooperation Agreement between Davis County Cities and Davis County for Utah Pollutant Discharge Elimination System (UPDES) General Permit Requirements – Resolution 26-32

Background:

The State of Utah, Department of Environmental Quality, Division of Water Quality issues UPDES General Permits for discharges from Municipal Separate Storm Sewer Systems (MS4's). The previous Interlocal Cooperation Agreement with Davis County will expire in September 2026.

Resolution 26-32 authorizes the Mayor's signature on page 14 of the Interlocal Cooperation Agreement for Layton City to participate jointly with Davis County to satisfy the requirements of the Storm Water Management Program and adhere to the Environmental Protection Agency's Storm Water Phase II Rule.

Alternatives:

Alternatives are to: 1) Adopt Resolution 26-32 authorizing the Mayor to sign the Interlocal Cooperation Agreement between Davis County Cities and Davis County for UPDES general permit requirements, or 2) Not adopt Resolution 26-32 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 26-32 authorizing the Mayor to sign the Interlocal Cooperation Agreement between Davis County Cities and Davis County for UPDES general permit requirements.

RESOLUTION 26-32

A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH DAVIS COUNTY CITIES AND DAVIS COUNTY FOR UPDES GENERAL PERMIT REQUIREMENTS

WHEREAS the State of Utah, Department of Environmental Quality, Division of Water Quality is authorized to issue municipal separate storm sewer system permits, and establish attendant requirements within the State of Utah under the Utah Pollutant Discharge Elimination System (UPDES) General Permit; and

WHEREAS, Layton City (City) desires to comply with these requirements as outlined in the UPDES General Permit; and

WHEREAS, Title 11, Chapter 13, of the Utah Code authorizes governmental entities to enter into interlocal cooperation agreements under the Interlocal Cooperation Act for provision of services; and

WHEREAS, the City desires to combine efforts and have agreed to the terms and conditions contained in the Interlocal Cooperation Agreement between Davis County Cities and Davis County UPDES General Permit; and

WHEREAS, it is the desire of the City to approve and adopt an Interlocal Cooperation Agreement.

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

1. That the Interlocal Cooperation Agreement with Davis County is hereby adopted and approved.
2. That the Mayor is authorized to execute the attached Interlocal Cooperation Agreement.
3. This Resolution shall become effective immediately upon adoption by the City Council.

PASSED AND ADOPTED by the City Council of Layton, Utah this **4th** day of **June, 2026**.

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

for: Jodym Sanders
CLINTON R. DRAKE, City Attorney

Stephen Jackson
STEPHEN JACKSON, Department Director

**2026 INTERLOCAL COOPERATION AGREEMENT
BETWEEN DAVIS COUNTY CITIES AND
DAVIS COUNTY
FOR
UPDES GENERAL PERMIT**

THIS AGREEMENT (Agreement) is entered into this 8th day of September, 2026, by and between the following parties: DAVIS COUNTY, a body corporate and politic of the State of Utah, and the following cities, each of which is a municipal corporation of the State of Utah: BOUNTIFUL, CENTERVILLE, CLEARFIELD, CLINTON, FARMINGTON, FRUIT HEIGHTS, KAYSVILLE, LAYTON, NORTH SALT LAKE, SOUTH WEBER, SUNSET, SYRACUSE, WEST BOUNTIFUL, WEST POINT and WOODS CROSS (Parties).

WITNESSETH:

WHEREAS, the parties are "public agencies," and are authorized by the *Utah Interlocal Cooperation Act*, §11-13-101, *et seq.*, *Utah Code Annotated*, to enter into agreements with each other for joint or cooperative action; and

WHEREAS, the Environmental Protection Agency (EPA) has published its "Final Rule" setting forth the National Pollutant Discharge Elimination System (NPDES) permit application rules and regulations for stormwater discharges to municipal separate storm sewer systems; and

WHEREAS, the State of Utah, through its Department of Environmental Quality, Division of Water Quality (DWQ), has statutory rulemaking authority and authority to issue pollutant discharge elimination system permits within the State of Utah pursuant to the rules and regulations of the Utah Pollutant Discharge Elimination System (UPDES); and

WHEREAS, the State of Utah has issued a General Permit for Discharges from Small Municipal Separate Storm Sewer Systems, Permit No. UTR 090000 (Permit), to each party of this Agreement, which Permit is incorporated herein by this reference; and

WHEREAS, the rules and regulations provide that more than one entity may jointly implement activities to comply with UPDES permit requirements under Section 4.3 of the Permit; and

WHEREAS, the parties are willing to jointly implement activities to fulfill a portion of the UPDES permit requirements; and

WHEREAS the parties desire to enter into this Agreement setting forth their present understanding as to their respective responsibilities with regard to their participation as permittees under their Permit.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Compliance with Permit. As permittees, the parties agree to jointly implement and enforce within their own jurisdictions, their respective responsibilities for complying with the Permit requirements including but not limited to, those responsibilities and requirements set forth in Parts 4.0, 5.0, and 6.0 of the Permit.
2. Administration of Agreement. The administration of this Agreement shall be done by the public works directors of each party, or their official designee, constituting the Davis County Storm Water Coalition (Coalition). Each party will have one voting right. No separate legal entity is created by the terms of this Agreement.
3. Costs. The parties agree that each party shall be responsible to pay for those costs relating to their own stormwater systems, and that the parties shall reimburse each other for expenses incurred in providing services for each other as may be agreed by the parties concerning the various tasks and responsibilities required under the Permit.
4. Joint Cooperation. As reasonably necessary, the parties agree to assist each other in providing and sharing information, drawings, plans, data, etc., which are required to comply

with the requirements set forth in the Permit. The specific activities that the parties agree to assist each other in are set forth as follows:

- a. Jointly purchase educational and training materials, as determined by the Coalition, for distribution to:
 - i. Residents.
 - ii. Institutions, industrial and commercial facilities.
 - iii. Developers and contractors (construction); and
 - iii. Municipal Separate Storm Sewer System (**MS4**) owned or operated facilities.
- b. Use the Coalition as a county-wide committee to:
 - i. Train personnel.
 - ii. Create partnerships; and
 - iii. Obtain input and feedback from special interest groups.
- c. Annually contribute updated storm drain system information for county-wide mapping purposes.
- d. Jointly prepare and promote model ordinances, updates and standards that address:
 - i. Illicit discharges.
 - ii. Construction site storm water runoff; and
 - iii. Long-term storm water management.
- e. Jointly arrange for and provide education about hydrologic methods and criteria for selecting and sizing post-construction **BMPs**.
- f. Jointly participate to develop draft Standard Operating Procedures.
- g. Jointly evaluate, identify, target and provide educational materials and

outreach to address the reduction of water quality impacts associated with nitrogen and phosphorus in discharges.

5. Term of Agreement. The parties agree that the duration of this Agreement shall commence upon entry and shall continue in effect for the term of the Permit (which expires at midnight, May 11, 2031) and for an additional 120 days from the effective date of the renewal of the Permit by DWQ.

6. Property. In the event that any property is acquired by the parties jointly for the undertaking, and paid for by them, then it shall be divided as the parties' representatives shall agree, or if no agreement is reached, then it shall be divided according to their respective payments for property, or if it cannot be practically divided, then the property shall be sold and the proceeds divided according to the parties' proportionate share of the purchase of the item of property. If property is purchased at one party's sole expense in connection with this Agreement, then the property so purchased shall be and remain the property of the party which purchased it.

7. Entire Agreement. This Agreement embodies the entire agreement between the parties, and it cannot be altered except in a written amendment which is signed by the parties.

8. Governmental Immunity. The parties recognize and acknowledge that each party is covered by the Utah Governmental Immunity Act, as set forth in *Utah Code Ann.* § 63G-7-101, *et seq.*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the party employing their services, even if performing functions outside of the territorial limits of such party, and shall be deemed officers and employees of such party under the provisions of the Utah Governmental Immunity Act. Each party shall be responsible and shall defend the action of its own employees, negligent

or otherwise, performed pursuant to the provisions of this Agreement.

9. No Third-Party Benefits. This Agreement is not intended to benefit any person or entity not named as a party hereto.

10. Severability. If any provision of this Agreement is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision hereof, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision shall be deemed to be effective, operative and entered into in the manner and to the full extent permitted by applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first above written.

[Signature Pages to Follow]

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date _____

DAVIS COUNTY

By: _____
John Crofts, Chair
Davis County Commission

ATTEST:

Brian McKenzie
Davis County Clerk/Auditor

Approved as to Form:

Office of Davis County Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date _____

CITY OF BOUNTIFUL

By: _____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date _____

CITY OF CENTERVILLE

By: _____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date _____

CITY OF CLEARFIELD

By: _____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date _____

CITY OF CLINTON

By: _____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date _____

CITY OF FARMINGTON

By: _____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date _____

CITY OF FRUIT HEIGHTS

By: _____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date _____

CITY OF KAYSVILLE

By: _____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date _____

CITY OF LAYTON

By: _____

Mayor

ATTEST:

City Recorder

Approved as to Form:

for: Judith Sanders
City Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date _____

CITY OF NORTH SALT LAKE

By: _____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date _____

CITY OF SOUTH WEBER

By: _____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date _____

CITY OF SUNSET

By: _____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date _____

CITY OF SYRACUSE

By: _____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date _____

CITY OF WEST BOUNTIFUL

By: _____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date _____

CITY OF WEST POINT

By: _____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date _____

CITY OF WOODS CROSS

By: _____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

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

Item Number: 5.D.

Subject:

Text Amendment – Amend Title 15, Chapter 15.02, Sections 15.02.010, 15.02.110, 15.02.130, 15.02.150, 15.02.155, 15.02.165, 15.02.170, 15.02.180, 15.02.190, Enact 15.02.185, and Repeal 15.02.195 of the Layton City Municipal Code by Adopting the International Building Code, 2024 Edition, the International Mechanical Code, 2024 Edition, the International Residential Code, 2021 Edition, the International Fuel Gas Code, 2024 Edition, the International Plumbing Code, 2024 Edition, the National Electrical Code, 2023 Edition, the International Existing Building Code, 2024 Edition, and the International Energy Conservation Code, 2024 Edition – Ordinance 26-12

Background:

The State of Utah has adopted and recognized the International Building Code, the National Electrical Code, and related construction codes, for State application. The City desires to maintain consistency between the City Code and the State Construction Code and therefore proposes the adoption of the updated building and construction standards to promote public safety, structural integrity, fire protection, energy efficiency, accessibility, and overall quality of construction within the City. The adoption of the proposed updates will ensure compliance with current state law and industry standards.

Alternatives:

Alternatives are to: 1) Adopt Ordinance 26-12 approving the amendment of Title 15, Chapter 15.02, Sections 15.02.010, 15.02.110, 15.02.130, 15.02.150, 15.02.155, 15.02.165, 15.02.170, 15.02.180, 15.02.190, Enact 15.02.185, and Repeal 15.02.195 of the Layton City Municipal Code by adopting the proposed State recognized building code updates; or 2) Deny Ordinance 26-12.

Recommendation:

Staff recommends the City Council adopt Ordinance 26-12 approving the amendment of Title 15, Chapter 15.02, Sections 15.02.010, 15.02.110, 15.02.130, 15.02.150, 15.02.155, 15.02.165, 15.02.170, 15.02.180, 15.02.190, Enact 15.02.185, and Repeal 15.02.195 of the Layton City Municipal Code by adopting the proposed State recognized building code updates.

Layton City
ORDINANCE 26-12

ADOPTION OF THE STATE CONSTRUCTION CODE

AN ORDINANCE AMENDING TITLE 15 BUILDINGS AND CONSTRUCTION, CHAPTER 15.02 BUILDINGS AND CONSTRUCTION OF THE LAYTON MUNICIPAL CODE; ADOPTING THE INTERNATIONAL BUILDING CODE, 2024 EDITION, THE INTERNATIONAL MECHANICAL CODE, 2024 EDITION, THE INTERNATIONAL RESIDENTIAL CODE, 2021 EDITION, THE INTERNATIONAL FUEL GAS CODE, 2024 EDITION, THE INTERNATIONAL PLUMBING CODE, 2024 EDITION, THE NATIONAL ELECTRICAL CODE, 2023 EDITION, THE INTERNATIONAL EXISTING BUILDING CODE, 2024 EDITION, AND THE INTERNATIONAL ENERGY CONSERVATION CODE, 2024 EDITION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Utah has adopted and recognized the International Building Codes, the National Electrical Code, and related construction codes, for state application; and

WHEREAS, the City desires to maintain consistency between the City Code and the State Construction Code adopted and recognized by the State of Utah; and

WHEREAS, adopting the updated building and construction standards promotes public safety, structural integrity, fire protection, energy efficiency, accessibility, and overall quality of construction within the City; and

WHEREAS, the Council finds that updating the City's building code regulations is necessary and appropriate to ensure compliance with current state law and industry standards; and

WHEREAS, the Council has determined that adoption of the updated codes is in the best interest of the health, safety, and general welfare of the residents of the City; and

WHEREAS, this ordinance amendment shall become effective July 1, 2026.

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

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

SECTION 2: Amendment. Section "15.02.010 " is hereby amended as follows.

No building or construction shall be undertaken prior to the issuance of a permit unless exempted under this Title. ~~(See Sections 10-9-105 & 10-9-106, Utah Code, as amended.)~~

HISTORY

...

SECTION 3: **Amendment.** Section "15.02.110 " is hereby amended as follows.

Certain documents, three copies of which are on file and are open for inspection by the public in the office of the Building Official, have been marked and designated as International Building Code, ~~2006~~2024 Edition, published by the International Code Council, ~~including the generic fire-resistive assemblies listed in the Fire Resistance Design Manual, Latest Edition, published by the Gypsum Association as referenced in the International Building Code.~~

The same above noted codes are hereby adopted as the Code of Layton City for regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area, and maintenance of all buildings or structures in Layton City providing for issuance of permits and collection of fees, and each and all of the regulations, provisions, conditions, and terms of such International Building Code, ~~2006~~2024 Edition, and ~~Appendix~~Appendices C and J, published by the International Code Council, and the secondary publications, all of which are on file in the office of the Building Official, are hereby referred to, adopted, and made a part hereof as if fully set out herein.

HISTORY

...

SECTION 4: **Amendment.** Section "15.02.130 " is hereby amended as follows.

...

2. All Group R ... aggregate, troweled concrete, etc.

3. All residential lawn ... meet A.S.S.E. Standard 1013.

~~4. All smoke detectors required to be wired in series shall be wired with 14-3 w.g. unless otherwise approved by the Building Official.~~

HISTORY

...

SECTION 5: **Amendment.** Section "15.02.150 " is hereby amended as follows.

The International Mechanical Code, ~~2006~~2024 Edition, ~~including appendices and standards as a part thereof,~~ published by the International Code Council, is hereby adopted by reference and made a part of the Layton Municipal Code.

HISTORY

...

SECTION 6: **Amendment.** Section "15.02.155 " is hereby amended as follows.

The International Residential Code, ~~2006~~2021 Edition, including appendices AQ and AE, published by the International Code Council, is hereby adopted by reference and made a part of the Layton Municipal Code.

HISTORY

...

SECTION 7: **Amendment.** Section "15.02.165 " is hereby amended as follows.

The International Fuel Gas Code, ~~2006~~2024 Edition, published by the International Code Council, is hereby adopted by reference and made a part of the Layton Municipal Code.

HISTORY

...

SECTION 8: **Amendment.** Section "15.02.170 " is hereby amended as follows.

The International Plumbing Code, ~~2006~~2024 Edition, ~~including all appendices and standards as a part thereof~~, published by the International Code Council, is hereby adopted by reference and made part of the Layton Municipal Code.

HISTORY

...

SECTION 9: **Amendment.** Section "15.02.180 " is hereby amended as follows.

The National Electrical Code, ~~2005~~2023 Edition, ~~including all appendices as a part thereof~~, published by the National Fire Protection Association, except as specifically amended, is hereby adopted by reference and made a part of the Layton Municipal Code.

HISTORY

...

SECTION 10: **Amendment.** Section "15.02.185 Adoption of the International Existing Building Code" is hereby amended as follows.

The International Existing Building Code, 2024 Edition, published by the International Code Council, except as specifically amended, is hereby adopted by reference and made a part of the Layton Municipal Code.

SECTION 11: **Amendment.** Section "15.02.190 " is hereby amended as follows.

The International Energy Conservation Code, ~~2006~~2024 Edition, is hereby adopted by reference and made a part of the Layton Municipal Code.

HISTORY

...

SECTION 12: **Repeal.** Section "15.02.195 Repealed" is hereby repealed.

~~15.02.195 Adoption Of The Utah Uniform Building Standards Act Rules~~ 15.02.195 Repealed

~~The section of the Utah Uniform Building Standards Act Rules designated "R156-56701" and entitled "Specific Editions of Uniform Building Standards" is hereby adopted by reference and made a part of the Layton Municipal Code. If any provision therein is in conflict with any provision of the Layton Municipal Code, the more strict requirement shall apply.~~

~~HISTORY~~

~~Ord. No. 07-01, Enacted 2/1/2007~~

SECTION 13: **Severability.** If any section, subsection, sentence, clause, or phrase of this amendment is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this amendment.

SECTION 14: **Effective Date.** This ordinance being necessary for the peace, health, and safety of Layton City, shall go into effect at the expiration of the 20th day after publication or posting or the 30th day after final passage as noted below or whichever of said days is the more remote from the date of passage thereof.

****Signatures On Next Page****

PASSED AND ADOPTED by Layton City Council this _____.

JOY PETRO, Mayor
Layton City

Attest:

KIMBERLY S READ, City Recorder
Layton City

Jodyn Sanders

JADYN SANDERS, Assistant City Attorney
Layton City

Weston Applonie

WESTON APPLONIE, Community Development Director
Layton City

City Council Vote as Recorded:	AYE	NAY	ABSTAIN	ABSENT
Zach Bloxham	_____	_____	_____	_____
Mike Kolendrianos	_____	_____	_____	_____
Clint Morris	_____	_____	_____	_____
Bettina Smith Edmondson	_____	_____	_____	_____
Dave Thomas	_____	_____	_____	_____

RECORDED this _____.
PUBLISHED OR POSTED this _____.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

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

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

on the above referenced dates.

KIMBERLY S READ, City Recorder
Layton City

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

Item Number: 6.A.

Subject:

Accept Public Comment on the City Budget for Fiscal Year 2026-2027

Background:

On May 7, 2026, Council adopted the tentative City budget for fiscal year 2026-2027, and set a public hearing for June 4, 2026, at 7:00 p.m., in the City Council Chambers. The fiscal year begins on July 1, 2026. Utah State Code Section 10-6-118 requires Council to adopt a budget on or before June 30, 2026. Section 10-6-133 requires Council to set a Property Tax Rate on or before June 22nd of each year, or September 1st in the case of a property tax rate increase. It is anticipated that Council will accept public comment and continue the public hearing until June 18, 2026. On June 18, 2026, the City Council will discuss any changes that have been made to the budget based on the public comments made on June 4, 2026, and adopt the budget.

Alternatives:

Alternatives are to: 1) Accept public comment on the proposed budget for fiscal year 2026-2027 and continue the public hearing to June 18, 2026; 2) Accept public comment on the proposed budget for fiscal year 2026-2027 and close the public hearing.

Recommendation:

Staff recommends the City Council accept public comment on the proposed budget for fiscal year 2026-2027 and continue the public hearing to June 18, 2026.

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

Item Number: 6.B.

Subject:

Accept Public Comment on Changes in Compensation for Executive Municipal Officers as Proposed in the City Budget for Fiscal Year 2026-2027

Background:

Utah State Code Section 10-3-818 requires the Council to hold a public hearing on changes in compensation for executive municipal officers.

Alternatives:

Alternatives are to: 1) Accept public comment for changes to Executive Municipal compensation as proposed in the city budget for fiscal year 2026-2027 and continue the public hearing to June 18, 2026; or 2) Accept public comment on changes in compensation for Executive Municipal officers as proposed in the City budget for fiscal year 2026-2027 and close the public hearing.

Recommendation:

Accept public comment for changes to Executive Municipal compensation as proposed in the City budget for fiscal year 2026-2027 and continue the public hearing to June 18, 2026.

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

Item Number: 6.C.

Subject:

General Plan Amendment – Approximately 790 East Antelope Drive – from Agriculture to Institutional Use and Rezone Request with Development Agreement – Approximately 790 East Antelope Drive and 1867 North Fairfield Road – from A (Agriculture) to PB (Professional Business) – Ordinances 26-10, 26-11, and Resolution 26-26

Background:

Robert Lindquist, Jr., (Applicant) is requesting a General Plan Amendment and rezone for properties located at approximately 790 East Antelope Drive and 1867 North Fairfield Road. The 790 East Antelope Drive property is approximately 1.52 acres, currently vacant, and designated for Agricultural use in the General Plan. The Applicant is requesting to amend this designation to Institutional Use. Both properties are currently zoned A (Agriculture), and the Applicant is requesting to rezone them to PB (Professional Business). Combined, the properties total approximately 26.12 acres and include an existing cemetery and mortuary.

These requests are intended to address existing lot and zoning issues and to accommodate Washington Heights Corporation and CJA Lindquist Incorporated's desire to keep the mortuary and cemetery under separate ownership. The current parcel configuration does not meet frontage or width requirements in the A zone, and a mortuary is not permitted as a standalone use in that zone. The proposed PB zoning would allow the uses to be on separate parcels and enable a commercial subdivision, addressing frontage, width, and ownership concerns while allowing for expansion of cemetery supportive operations on the Antelope Drive property.

Alternatives:

Alternatives to the First Motion are to: 1) Adopt Ordinance 26-10 approving the General Plan Amendment for the property located at approximately 790 East Antelope Drive from Agriculture to Institutional Use; or 2) Not adopt Ordinance 26-10.

Alternatives to the Second Motion are to: 1) Adopt Ordinance 26-11 approving the rezone request for the properties located at approximately 790 East Antelope Drive and 1867 North Fairfield Road from A (Agriculture) to PB (Professional Business); or 2) Not adopt Ordinance 26-11.

Alternatives to the Third Motion are to: 1) Adopt Resolution 26-26 approving the Development Agreement between Layton City, Washington Heights Corporation, and CJA Lindquist Incorporated; or 2) Not adopt Resolution 26-26 denying the Development Agreement.

Recommendation:

On May 12, 2026, the Planning Commission voted unanimously to recommend that the City Council approve: (1) a General Plan Amendment request from Agriculture to Institutional Use for the property located at approximately 790 East Antelope Drive; and (2) a rezone request from A (Agriculture) to PB (Professional Business), together with a Development Agreement, for the properties located at approximately 790 East Antelope Drive and 1867 North Fairfield Road.

Staff supports both recommendations from the Planning Commission.

ORDINANCE 26-10
(790 East Antelope Drive General Plan Amendment)

AN ORDINANCE AMENDING THE GENERAL PLAN CLASSIFICATION OF A PORTION OF PARCEL 10-024-0012 DESCRIBED HEREIN, LOCATED AT APPROXIMATELY 790 EAST ANTELOPE DRIVE FROM AGRICULTURE TO INSTITUTIONAL USE; PROVIDING FOR SEVERABILITY, REPEALER, AND AN EFFECTIVE DATE

WHEREAS, the City has been petitioned for a change in the General Plan classification for the property described herein; and

WHEREAS, the Planning Commission has reviewed the petition and has recommended that the petition to reclassify said property from Agriculture to Institutional Use be approved; and

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

WHEREAS, at the conclusion of the public hearing and upon making the necessary reviews, the Council has determined that this amendment is rationally based, reasonable, and 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:

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

SECTION 2. Enactment. The General Plan designation for the following property is hereby amended from Agriculture to Institutional Use:

Parcel 10-024-0012: ALL OF LOT 5, MOUNT AIR ESTATES, AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER AS ENTRY NUMBER: 492452, RECORDED 04/14/1978.

SECTION 3. 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.

SECTION 4. Effective Date. This General Plan amendment shall become effective immediately upon posting.

Signatures on next page

PASSED AND ADOPTED BY THE LAYTON CITY COUNCIL ON THIS 4TH DAY OF JUNE, 2026.

	AYE	NAY	ABSENT	ABSTAIN
Joy Petro	_____	_____	_____	_____
Zach Bloxham	_____	_____	_____	_____
Clint Morris	_____	_____	_____	_____
Mike Kolendrianos	_____	_____	_____	_____
Bettina Smith Edmondson	_____	_____	_____	_____
Dave Thomas	_____	_____	_____	_____

JOY PETRO, Mayor

ATTEST

KIMBERLY S READ, City Recorder

For: 
CLINTON R. DRAKE, City Attorney


WESTON APPLONIE, Community &
Economic Development Director

ORDINANCE 26-11

(Approximately 790 East Antelope Drive and 1867 North Fairfield Road Rezone)

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF PARCELS 10-024-0012 AND 10-021-0074 DESCRIBED HEREIN, LOCATED AT 790 EAST ANTELOPE DRIVE AND 1867 NORTH FAIRFIELD ROAD FROM A (AGRICULTURE) TO PB (PROFESSIONAL BUSINESS) PROVIDING FOR SEVERABILITY, REPEALER, AND AN EFFECTIVE DATE

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

WHEREAS, the Planning Commission has reviewed the petition and has recommended that the petition to rezone said properties from A to PB be approved; and

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

WHEREAS, at the conclusion of the public hearing and upon making the necessary reviews, the Council has determined that this amendment is rationally based, reasonable, and 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:

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

SECTION 2. Enactment. The zoning map is hereby amended by changing the zone classification of the following property from A to PB:

ALL OF LOT 5 OF MOUNT AIR ESTATES TOGETHER WITH OTHER LAND BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 9 OF MOUNT AIR ESTATES AND THE WESTERLY RIGHT-OF-WAY LINE OF FAIRFIELD ROAD, SAID POINT BEING 205.12 FEET NORTH 89°14'00" WEST [NAD83 NORTH 88°53'00" WEST] ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16 AND 498.00 FEET SOUTH 00°46'00" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 16 (NORTHEAST CORNER BEING SOUTH 89°14'00" EAST 2638.90 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 16); THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF FAIRFIELD ROAD THE FOLLOWING THREE (3) COURSES: (1) SOUTH 01°22'51" WEST 778.70 FEET; (2) NORTH 87°28'11" WEST 9.09 FEET; AND (3) SOUTH 00°00'00" WEST 14.69 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF CHURCH STREET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 436.00 FEET, AN ARC LENGTH OF 135.51 FEET, A DELTA ANGLE OF 17°48'26", A CHORD BEARING OF SOUTH 49°12'55" WEST, AND A CHORD LENGTH OF 134.96 FEET; (2) ALONG A COMPOUND CURVE TURNING TO THE LEFT WITH A RADIUS OF 214.10 FEET, AN ARC LENGTH OF 66.37 FEET, A DELTA ANGLE OF 17°45'41", A CHORD BEARING OF SOUTH 31°25'51" WEST, AND A CHORD LENGTH OF 66.10 FEET; (3) SOUTH 20°58'48" WEST 29.94 FEET; AND (4) SOUTH 27°57'32" WEST 4.73 FEET; THENCE NORTH 88°37'48" WEST 642.98 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE DAVIS WEBER CANAL; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) NORTH 42°53'19" WEST 79.47 FEET; (2) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF

4933.81 FEET, AN ARC LENGTH OF 200.61 FEET, A DELTA ANGLE OF 02°19'47", A CHORD BEARING OF NORTH 44°03'13" WEST, AND A CHORD LENGTH OF 200.60 FEET; (3) NORTH 45°13'06" WEST 300.46 FEET; AND (4) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 1797.64 FEET, AN ARC LENGTH OF 52.82 FEET, A DELTA ANGLE OF 01°41'01", A CHORD BEARING OF NORTH 44°22'35" WEST, AND A CHORD LENGTH OF 52.82 FEET; THENCE NORTH 00°46'00" EAST 374.16 FEET; THENCE NORTH 37°17'44" EAST 201.60 FEET; THENCE NORTH 00°46'00" EAST 23.00 FEET; THENCE SOUTH 89°14'00" EAST 120.00 FEET TO THE WEST LINE OF LOT 1 OF MOUNT AIR ESTATES; THENCE SOUTH 00°46'00" WEST 40.00 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF SAID MOUNT AIR ESTATES; THENCE SOUTH 89°14'00" EAST 440.00 FEET ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF LOT 4; THENCE NORTH 00°46'00" EAST 396.00 FEET ALONG THE EAST LINE OF SAID LOT 4 TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ANTELOPE DRIVE; THENCE SOUTH 89°14'00" EAST 123.00 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE WEST LINE OF LOT 6; THENCE SOUTH 00°46'00" WEST 396.00 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF SAID MOUNT AIR ESTATES; THENCE SOUTH 89°14'00" EAST 454.18 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

CONTAINING 26.119 ACRES

SECTION 3. 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.

SECTION 4. Effective Date. This zoning amendment shall become effective immediately upon posting.

****Signatures on next page****

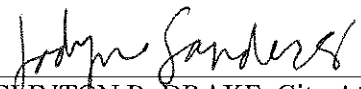
PASSED AND ADOPTED BY THE LAYTON CITY COUNCIL ON THIS 4th DAY OF JUNE, 2026.

	AYE	NAY	ABSENT	ABSTAIN
Joy Petro	_____	_____	_____	_____
Zach Bloxham	_____	_____	_____	_____
Clint Morris	_____	_____	_____	_____
Mike Kolendrianos	_____	_____	_____	_____
Bettina Smith Edmondson	_____	_____	_____	_____
Dave Thomas	_____	_____	_____	_____

JOY PETRO, Mayor

ATTEST

KIMBERLY S READ, City Recorder

for: 
CLINTON R. DRAKE, City Attorney


WESTON APPLONIE, Community
& Economic Development Director

RESOLUTION 26-26

(Approximately 790 East Antelope Drive and 1867 North Fairfield Road Development Agreement)

**ADOPTING AN AGREEMENT FOR THE DEVELOPMENT OF LAND BETWEEN
LAYTON CITY, WASHINGTON HEIGHTS CORPORATION, AND CJA LINDQUIST
INCORPORATED**

WHEREAS, Washington Heights Corporation and CJA Lindquist Incorporated (Owners) are developing certain properties located at approximately 1867 North Fairfield Road and 790 East Antelope Drive (Rezone Area) in Layton City; and

WHEREAS, Owners and Layton City have entered into an agreement to limit and define the permitted land uses within the Rezone Area; and

WHEREAS, the City Council has determined it to be in the best interest of the citizens of Layton City to enter into this Agreement to ensure that Rezone Area will be developed according to the overall objectives and intent of the City's General Plan and in the best interest of the City.

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

1. That the agreement entitled "Development Agreement Regarding the Use and Development of the Lindquist's Memorial Park at Layton Subdivision Between Layton City, Washington Heights Corporation, and CJA Lindquist Incorporated," which is attached hereto and incorporated herein by this reference, be adopted and approved.

2. That the Mayor be authorized to execute the Agreement, which is attached here to and incorporated herein by this reference.

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

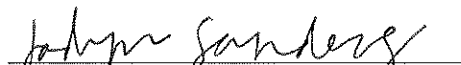
PASSED AND ADOPTED by the City Council of Layton, Utah, this 4th day of June, 2026.

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

For:


CLINTON R. DRAKE, City Attorney


WESTON APPLONIE, Community &
Economic Development Director

WHEN RECORDED, RETURN TO:

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

**AGREEMENT FOR DEVELOPMENT AND USE OF LAND BETWEEN LAYTON
CITY, WASHINGTON HEIGHTS CORPORATION, AND CJA LINDQUIST
INCORPORATED**

FOR

LINDQUIST'S MEMORIAL PARK AT LAYTON SUBDIVISION

THIS DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT AND USE OF LAND FOR THE LINDQUIST'S MEMORIAL PARK AT LAYTON SUBDIVISION (herein referred to as "**Agreement**") is made and entered into as of this ____ day of _____, 2026 ("**Effective Date**"), by and between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter "**City**"), WASHINGTON HEIGHTS CORPORATION, a Utah corporation, and CJA LINDQUIST INCORPORATED, a Utah corporation (collectively, "**Owners**"). The City and the Owners may be referred to herein individually as "**Party**" and collectively as "**Parties**".

RECITALS

WHEREAS, in furtherance of the objectives of the Layton City General Plan ("**General Plan**"), the City has considered an application for a zone change for certain properties located at approximately 1867 North Fairfield Road and 790 East Antelope Drive (hereinafter referred to as the "**Property**") from A (Agriculture) to PB (Professional Business) as depicted in Exhibit A attached hereto and incorporated herein by this reference;

WHEREAS, the Owners desire to expand existing mortuary and cemetery uses on certain real property consisting of approximately 26.12 acres, as more particularly described and depicted on Exhibit A;

WHEREAS, the Parties desire to enter into this Agreement to define, regulate, and limit the permitted uses and development of the Property associated with such expansion, in a manner consistent with the City's General Plan and applicable land use regulations;

WHEREAS, the Parties intend that this Agreement does not require exceptions or deviations from the underlying PB zoning designation, and is therefore an administrative act that does not require the legislative body's approval in accordance with UTAH CODE § 10-20-508(2)(b);

WHEREAS, City finds that entering into this Agreement with the Owners 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 CONDITIONS PRECEDENT

1.1 **Approval of PB Zone.** This Agreement shall not take effect until City has approved adoption of the PB zoning designation applicable to the Property. This Agreement is expressly subject to and conditional upon legislative City approval of the PB zoning as of the Effective Date;

1.2 **Site Plan Approval.** Approval of this Agreement includes administrative approval of the Site Plan for the Lindquist Layton Mortuary Maintenance Building (“**Site Plan**”), attached hereto as Exhibit B, subject to applicable standards, ordinances, and procedures of the City..

ARTICLE II OWNERS’ UNDERTAKINGS AND RIGHTS

As of the Effective Date, and conditioned upon City’s performance of its undertakings set forth in Article III, Owners agree to the following:

2.1 **Development Size.** The Development Area contains approximately 26.12 acres consisting of the following parcels:

Parcel ID: 10-024-0012

Parcel ID: 10-021-0074

2.2 **Permitted Uses.** The use and development of the Property shall be strictly limited to the following uses, all of which are permitted in the PB zone (collectively, the “**Permitted Uses**”), subject to all applicable review and approval requirements of the Layton City Municipal Code, as may be amended:

- a. Cemetery
- b. Mortuary or Funeral Home
- c. Crematory
- d. Mausoleums
- e. Funeral Chapel and Assembly Area

f. Accessory structures and uses customarily incidental and subordinate to the foregoing Permitted Uses. No other principal or accessory uses shall be permitted on the Property unless this Agreement is amended in writing and approved by the City in accordance with applicable law. The Permitted Uses shall not be interpreted to include any use not expressly listed above, whether similar, related, or incidental in nature.

2.3 **Conflicts.** Except as otherwise provided, any conflict between the provisions of this Agreement and City's standards for improvements shall be resolved in favor of this Agreement.

ARTICLE III GENERAL REQUIREMENTS AND RIGHTS OF CITY

3.1 **Issuance of Permits – Owners.** Owners, or their assignee(s), shall have the sole responsibility for obtaining all necessary building permits and/or occupancy permits in connection with Owners' 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 Owners' Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

3.2 **Completion Date.** Owners shall, in good faith, diligently pursue completion of the development of any portion of the Development Area where construction is commenced.

3.3 **Access to the Property.** For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Owners and their contractor(s), representatives of City shall have the right of access to the Property without charges or fees during the period of performance of Owners' Undertakings. City shall indemnify, defend, and hold Owners harmless from and against all liability, loss, damage, costs, or expenses (including attorney's fees and court costs) arising from or as a result of the death of a person or any accident, injury, loss, or damage caused to any person, property, or improvements on the Property arising from the negligence or omissions of City, or its agents or employees, in connections with City's exercise of its rights granted herein.

ARTICLE IV REMEDIES

4.1 **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. In the event of default by Owners, Owners agree not to contest the reversion of the zoning by the Council to the previous zoning on the property, and hereby holds City harmless for such reversion of the zoning from PB to A.

4.2 **Enforced Delay Beyond Parties Control.** For the purpose of any other provisions of this Agreement, neither City nor Owners, 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 Parties, 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.

4.3 **Extensions.** Either Party may extend, in writing, the time for the other Parties' 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.

4.4 **Rights of Owners.** In the event that Owners' assignee defaults, Owners may, at their sole discretion, choose to cure the assignee's default; in such case, the period for Owners to cure shall be extended by thirty (30) days.

4.5 **Appeals.** If Owners desire to appeal a determination made hereunder by Staff, said appeal shall be to the Planning Commission. 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 V GENERAL PROVISIONS

5.1 **Amendments.** This Agreement may be amended or modified only by a written instrument duly authorized and executed by the Parties.

5.2 **Successors and Assigns of Owners.** This Agreement shall be binding upon Owners and its successors and assigns, and where the term "Owners" is used in this Agreement it shall mean and include the successors and assigns of Owners, except that City shall have no obligation under this Agreement to any successor or assignee of Owners 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 Owners) of the Development Area. Upon approval of any assignment by City, or in the event Owners assign all or part of this Agreement to an assignee, Owners shall be relieved from further obligation under that portion of the Agreement for which the assignment was made and approved by City.

5.3 **Covenant Running with the Land.** The covenants, conditions, and restrictions set forth in this Agreement are intended to and shall run with the land comprising the Property and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, including all future owners of any portion of the Property. This Agreement shall be recorded against the Property and shall constitute a covenant running with the land pursuant to applicable law, enforceable by the City.

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

Owner: WASHINGTON HEIGHTS CORPORATION
3408 Washington Blvd
Ogden, UT 84401
Attn: Robert Lindquist Jr.

Owner: CJA LINDQUIST INCORPORATED
4500 Washington Blvd
Ogden, UT 84401
Attn: Robert Lindquist Jr.

City: LAYTON CITY CORPORATION
437 North Wasatch Drive
Layton, Utah 84041
Attn: Alex R. Jensen, City Manager

Upon at least ten days prior written notice to the other Parties, 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.

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

5.6 **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.

5.7 **Integration Clause.** This Agreement constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the Parties.

5.8 **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.

5.9 **Attorney's Fees.** In the event of any action or suit by a Party against the other Parties 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 Parties all costs and expenses incurred therein, including reasonable attorneys' fees.

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

[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, Mayor

ATTEST:

By: _____
KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

For: By: Jodyne Sanders
CLINTON DRAKE, City Attorney

SUBMITTING DEPARTMENT

By: Weston Applonie
WESTON APPLONIE, Director
Community & Econ. Development

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

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

Notary Public

OWNER SIGNATURE AND ACKNOWLEDGMENT

OWNER:

WASHINGTON HEIGHTS
CORPORATION, a Utah corporation

By: _____
Name: _____
Its: _____

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ___ day of _____, 2026, personally appeared before
me _____, who being duly sworn, did say that he/she is the _____
_____ of Washington Heights Corporation, a Utah corporation, and that
he/she/they has executed this Agreement with full authority to do so.

Notary Public

OWNER SIGNATURE AND ACKNOWLEDGMENT

OWNER:

CJA LINDQUIST INCORPORATED,
a Utah corporation

By: _____
Name: _____
Its: _____

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ____ day of _____, 2026, personally appeared before me _____, who being duly sworn, did say that he/she is the _____ of CJA Lindquist Incorporated, a Utah corporation, and that he/she/they has executed this Agreement with full authority to do so.

Notary Public

EXHIBIT A

Map and Legal Description of the Property



**GENERAL PLAN
AMENDMENT
AGRICULTURAL TO
INSTITUTIONAL USE
AND
REZONE
A TO PB**

**APPROXIMATELY
790 EAST
ANTELOPE DRIVE
AND
1867 NORTH
FAIRFIELD ROAD**

-  Rezone Area
-  General Plan Amendment Area
-  City Boundaries
-  Lakes
-  Streams



Map 3

ALL OF LOT 5 OF MOUNT AIR ESTATES TOGETHER WITH OTHER LAND BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

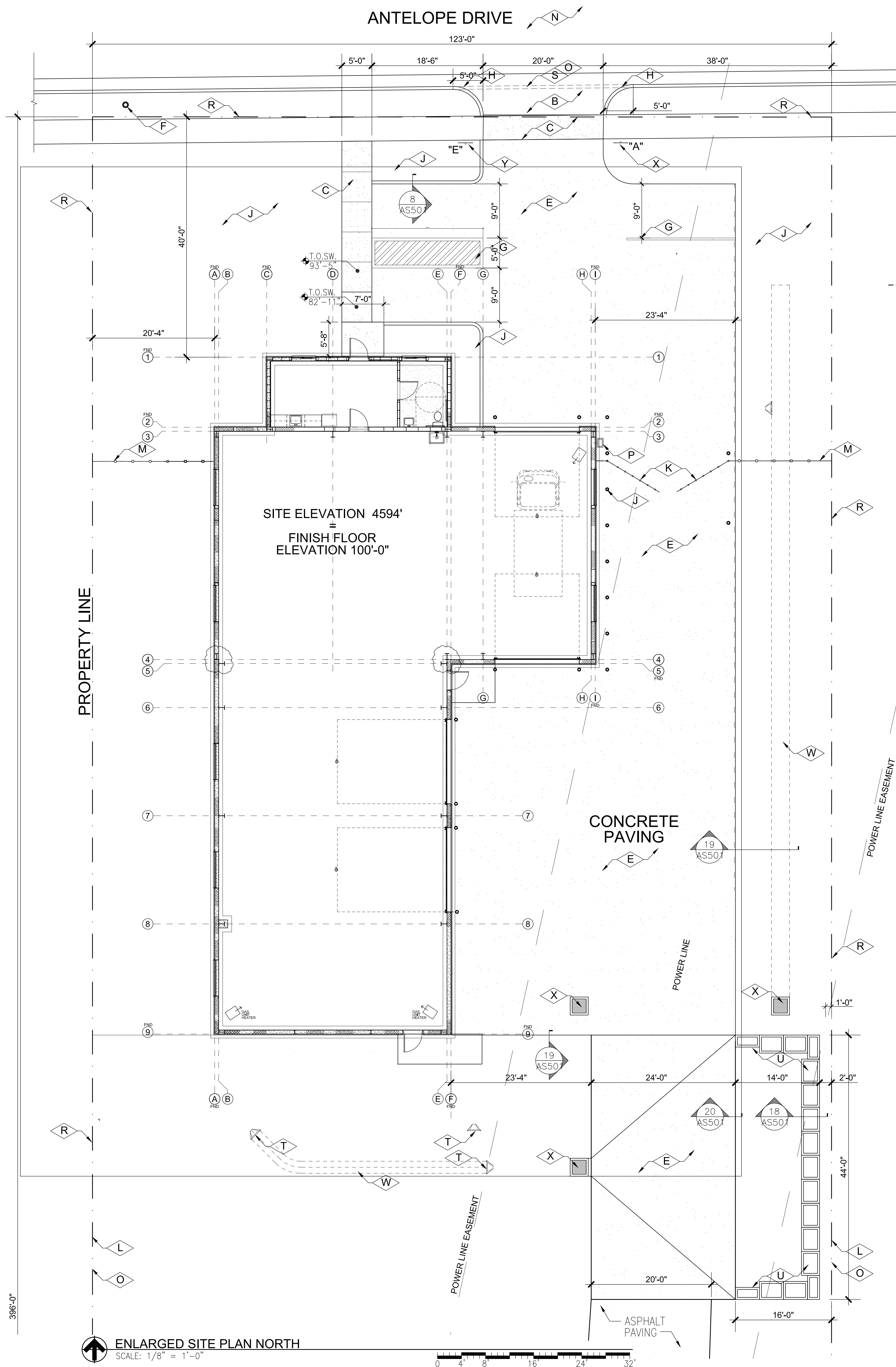
BEGINNING AT THE SOUTHEAST CORNER OF LOT 9 OF MOUNT AIR ESTATES AND THE WESTERLY RIGHT-OF-WAY LINE OF FAIRFIELD ROAD, SAID POINT BEING 205.12 FEET NORTH 89°14'00" WEST [NAD83 NORTH 88°53'00" WEST] ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16 AND 498.00 FEET SOUTH 00°46'00" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 16 (NORTHEAST CORNER BEING SOUTH 89°14'00" EAST 2638.90 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 16); THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF FAIRFIELD ROAD THE FOLLOWING THREE (3) COURSES: (1) SOUTH 01°22'51" WEST 778.70 FEET; (2) NORTH 87°28'11" WEST 9.09 FEET; AND (3) SOUTH 00°00'00" WEST 14.69 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF CHURCH STREET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 436.00 FEET, AN ARC LENGTH OF 135.51 FEET, A DELTA ANGLE OF 17°48'26", A CHORD BEARING OF SOUTH 49°12'55" WEST, AND A CHORD LENGTH OF 134.96 FEET; (2) ALONG A COMPOUND CURVE TURNING TO THE LEFT WITH A RADIUS OF 214.10 FEET, AN ARC LENGTH OF 66.37 FEET, A DELTA ANGLE OF 17°45'41", A CHORD BEARING OF SOUTH 31°25'51" WEST, AND A CHORD LENGTH OF 66.10 FEET; (3) SOUTH 20°58'48" WEST 29.94 FEET; AND (4) SOUTH 27°57'32" WEST 4.73 FEET; THENCE NORTH 88°37'48" WEST 642.98 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE DAVIS WEBER CANAL; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) NORTH 42°53'19" WEST 79.47 FEET; (2) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 4933.81 FEET, AN ARC LENGTH OF 200.61 FEET, A DELTA ANGLE OF 02°19'47", A CHORD BEARING OF NORTH 44°03'13" WEST, AND A CHORD LENGTH OF 200.60 FEET; (3) NORTH 45°13'06" WEST 300.46 FEET; AND (4) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 1797.64 FEET, AN ARC LENGTH OF 52.82 FEET, A DELTA ANGLE OF 01°41'01", A CHORD BEARING OF NORTH 44°22'35" WEST, AND A CHORD LENGTH OF 52.82 FEET; THENCE NORTH 00°46'00" EAST 374.16 FEET; THENCE NORTH 37°17'44" EAST 201.60 FEET; THENCE NORTH 00°46'00" EAST 23.00 FEET; THENCE SOUTH 89°14'00" EAST 120.00 FEET TO THE WEST LINE OF LOT 1 OF MOUNT AIR ESTATES; THENCE SOUTH 00°46'00" WEST 40.00 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF SAID MOUNT AIR ESTATES; THENCE SOUTH 89°14'00" EAST 440.00 FEET ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF LOT 4; THENCE NORTH 00°46'00" EAST 396.00 FEET ALONG THE EAST LINE OF SAID LOT 4 TO THE SOUTHERLY RIGHT-OF-WAY

LINE OF ANTELOPE DRIVE; THENCE SOUTH 89°14'00" EAST 123.00 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE WEST LINE OF LOT 6; THENCE SOUTH 00°46'00" WEST 396.00 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF SAID MOUNT AIR ESTATES; THENCE SOUTH 89°14'00" EAST 454.18 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

CONTAINING 26.119 ACRES

EXHIBIT B

Lindquist Layton Mortuary Maintenance Building Site Plan



NORTH
ENLARGED
SITE PLAN

MID SOUTH
ENLARGED
SITE PLAN

SOUTH
ENLARGED
SITE PLAN

KEY SITE PLAN
SCALE: NONE

SITE PLAN LEGEND

■	CATCH BASIN	— 4434	EXISTING GRADE CONTOUR
⊗	STORM DRAIN MAN HOLE	—	NEW GRADE CONTOUR
⊕	POWER POLE	—	CENTER LINE OF ROAD
⊕	WATER VALVE	—	NEW FENCE
⊕	ELECTRIC BOX	—	NEW ASPHALT PAVING
⊕	FIRE HYDRANT	—	NEW CONCRETE PAVING AND SIDEWALKS
⊕	SANITARY SEWER MAN HOLE	—	2-4" PVC PIPE SLEEVE
⊕	LIGHT POST	—	TELEPHONE LINE
⊕	SIGNAL POLE	—	GAS LINE
⊕	STREET LIGHT BOX	—	
⊕	GAS METER	—	
⊕	TELEPHONE BOX	—	
PL	PROPERTY LINE	—	
L	LANDSCAPE AREA	—	
SW	SIDEWALK	—	
—	OVERHEAD TRANSMISSION LINE	—	
—	UNDERGROUND POWER	—	
—	SANITARY SEWER	—	
—	WATER LINE	—	

UTILITY FEES

1. THE OWNER SHALL BE RESPONSIBLE FOR ALL UTILITY CONNECTION AND PERMIT FEES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UTILITY CONNECTION AND PERMIT FEES & APPLICATIONS. THE CONTRACTOR SHALL PROVIDE TO THE OWNER COPIES OF THE APPLICATIONS & INVOICES FOR UTILITY CONNECTIONS AND OFF SITE PERMITS.

GENERAL NOTES

1. REFER TO SITE DEVELOPMENT, LANDSCAPE, MECHANICAL AND ELECTRICAL DRAWINGS FOR DIMENSIONS AND ADDITIONAL SITE INFORMATION.
2. CONTRACTOR TO VERIFY ALL EXISTING SITE CONDITIONS. NOTIFY ARCHITECT OF ANY DISCREPANCIES TO THE CONTRACT DOCUMENTS.
3. PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS AT ALL POINTS.
4. CONTRACTOR SHALL NOT PARK, STORE EQUIPMENT, OR USE THE EXISTING ROAD FOR ANY PURPOSE OTHER THAN ACCESS TO THE PROJECT SITE. CONTRACTOR SHALL NOT DISTURB OR USE ANY AREA OUTSIDE CONTRACT LIMIT LINE TO PARK OR STORE EQUIPMENT.
5. CONTRACTOR WILL MAINTAIN AND PROTECT ALL EXISTING UTILITIES DURING CONSTRUCTION.
6. ALL CUTTING, PATCHING, EXCAVATION AND BACKFILL DONE IN STREET SHALL BE DONE IN ACCORDANCE WITH UTAH DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.
7. PROVIDE PIPE SLEEVES WHERE SPRINKLER LINES PASS UNDER ASPHALT PAVEMENT OR RETAINING WALLS.
8. PROTECT ANY EXISTING STORM DRAINS FROM MUD AND DEBRIS DURING CONSTRUCTION.
9. SAW CUT AND REMOVE DAMAGED ASPHALT AT EXISTING DRIVE APPROACH AND INSTALL NEW ASPHALT DRIVE PER SOILS REPORT.
10. THE CONTRACTOR SHALL PROVIDE A STORM WATER POLLUTION PREVENTION PLAN FOR OFF SITE AND FOR ON SITE WORK AS REQUIRED BY GOVERNING JURISDICTIONS. IN ADDITION THE THE SWPPP PROVIDE A STAGING PLAN INDICATING THE LOCATION OF THE PROPOSED ON SITE PARKING, JOB SITE TRAILER, CONSTRUCTION WASTE MANAGEMENT DUMPSTER, AND PROPOSED SIT ACCESS AREAS, THE PROPOSED STAGING WILL BE REVIEWED WITH THE ADJACENT PROPERTY OWNER PRIOR TO THE START OF CONSTRUCTION.

KEY NOTES

- ◆ A MAINTAIN AND PROTECT EXISTING SITE ELEMENTS TO REMAIN INCLUDING EXISTING RETAINING WALLS, FENCES, STORM DRAIN BASIN AND CURBS AND GUTTERS.
- ◆ B NEW CONCRETE DRIVEWAY. CONSTRUCT PER: UDOT GW3B STANDARD DRIVEWAY AND SIDEWALK
- ◆ C NEW 4" THICK CONCRETE SIDEWALK. SEE DETAILS 11, 12 AND 13 ON SHEET AS501. ALIGN WITH EDGES, WIDTH AND ELEVATIONS OF EXISTING SIDEWALKS WHERE NEW AND EXISTING SIDEWALKS MEET.
- JOINTS AS NOTED BELOW TYPICAL UNLESS NOTED OTHERWISE:
CONTROL JOINT IN CONCRETE SIDEWALK: @ 5'-0" O.C. SEE DETAIL 12/AS501.
EXPANSION JOINT IN CONCRETE SIDEWALK: @ 20'-0" O.C. SEE DETAIL 13/AS501.
- ◆ D-R NEW ROADWAY ASPHALT CONCRETE PAVING. SEE DETAIL 10/AS501 FOR PAVEMENT SECTION. SEE SOILS REPORT FOR DEPTH OF FILL AND COMPACTION REQUIREMENTS IN THIS AREA.
- ◆ E NEW 6" 3500 PSI CONCRETE PAVING OVER 8" AGGREGATE ROAD BASE OVER A MINIMUM OF 8" STRUCTURAL FILL OVER PROPERLY PREPARED SUBGRADE
- ◆ F NEW POWER POLE & TRANSFORMER
- ◆ G NEW PARKING STRIPING. SEE DETAIL 15/AS501.
- ◆ H MATCH EXISTING PROFILE AND ALIGN NEW CURBS AND GUTTERS WITH EXISTING/ORIGINAL CURB AND GUTTER LOCATIONS AND ELEVATIONS
- ◆ J NEW LANDSCAPE AREA
- ◆ K NEW 6'-0" HIGH PRIVACY LOCKABLE GATES
- ◆ L 6' CHAIN LINK FENCE. SEE DETAIL 15/AS501
- ◆ M 6'-0" CHAIN LINK PRIVACY FENCE & GATES. SEE DETAIL 15/AS501
- ◆ N EXISTING ROADWAY. MAINTAIN AND PROTECT. KEEP CLEAR OF MUD AND DEBRIS FROM WORK UNDER THIS CONTRACT.
- ◆ O CONTRACT LIMIT LINE
- ◆ P GAS METER
- ◆ R PROPERTY LINE
- ◆ S REMOVE AN PROPERLY DISPOSE OF EXISTING CONCRETE CURBS AND GUTTERS REQUIRED FOR THE INSTALLATION OF NEW CONSTRUCTION. SAW CUT ALL EDGES.
- ◆ T STORM WATER HEAD WALL
- ◆ U 6' HIGH GRAVITY BLOCK SCREEN WALL FOR TEMPORARY EARTH STORAGE
- ◆ V 4' HIGH PAINTED 6" DIAMETER STEEL BOLLARD. SEE DETAIL 14/AS501
- ◆ W STORM WATER SWAIL SEE DETAIL 19/AS501
- ◆ X NEW CONCRETE CATCH BASIN. SEE DETAIL 10/AS501
- ◆ Y TRAFFIC SIGN: TYPE "A" STOP / TYPE "E" AUTHORIZED VEHICLES ONLY

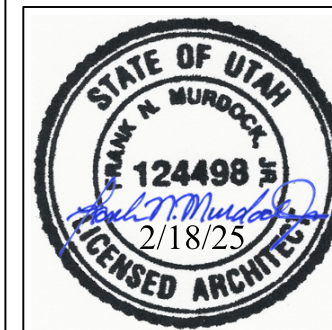
ENLARGED SITE PLAN NORTH
SCALE: 1/8" = 1'-0"



LINDQUIST LAYTON MORTUARY MAINTENANCE BUILDING

780 ANTELOPE DRIVE
LAYTON, UTAH

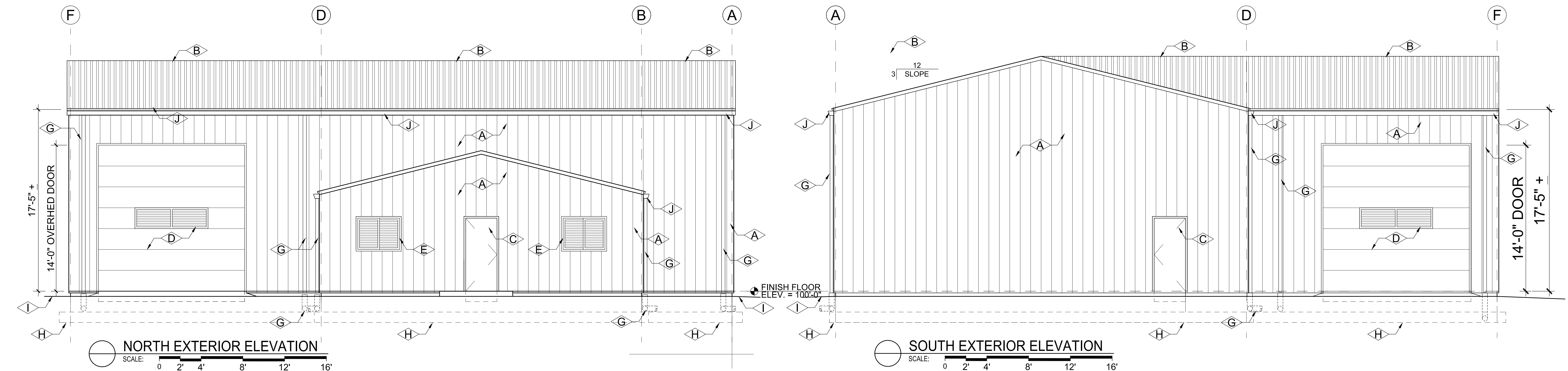
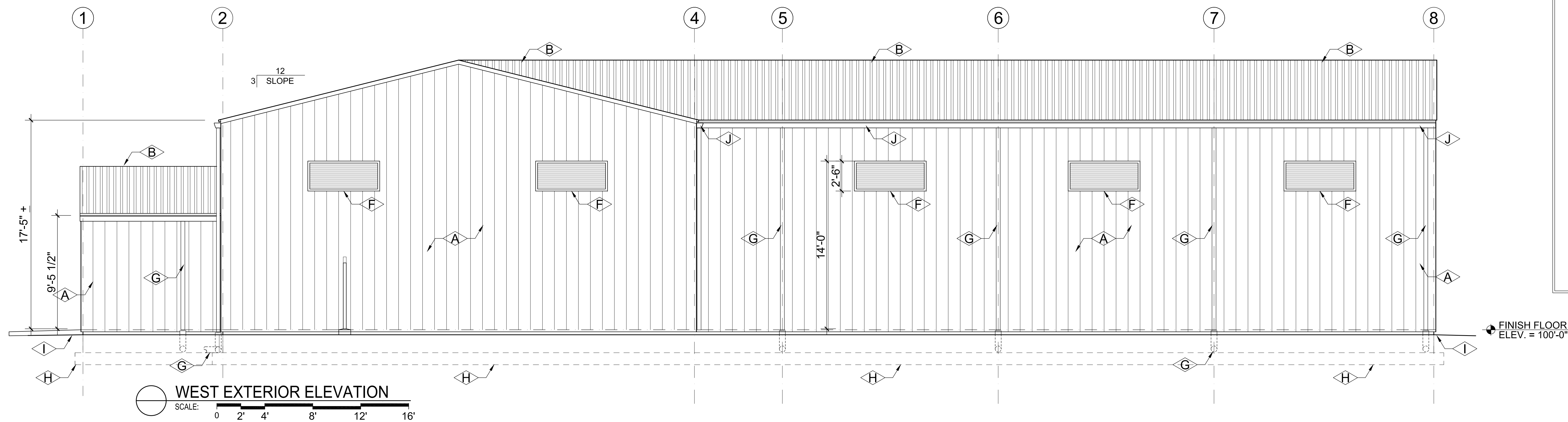
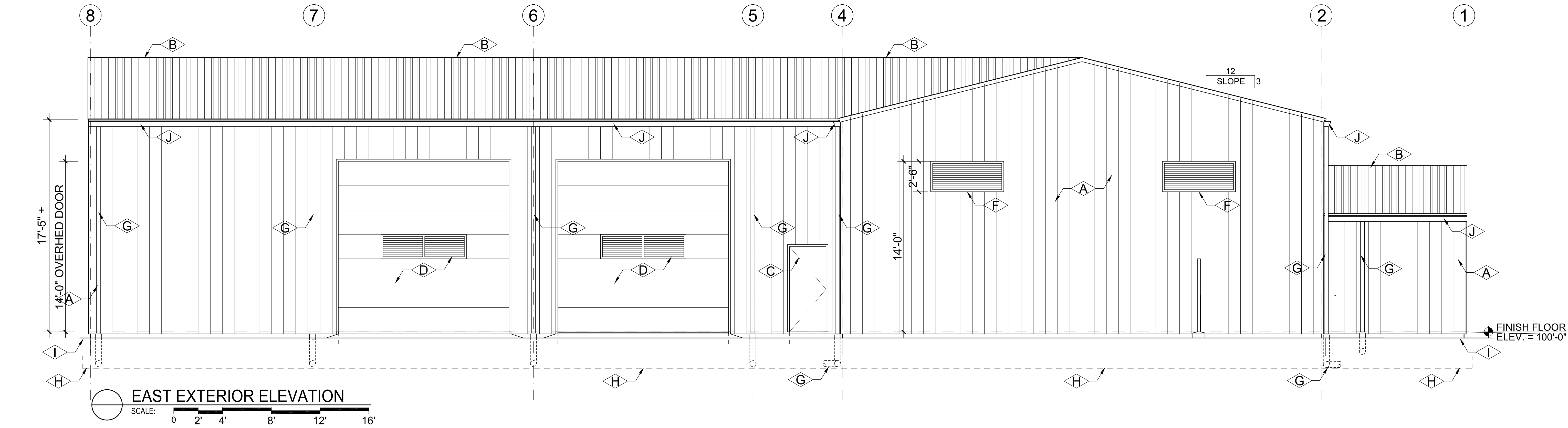
FRANK N MURDOCK JR ■ Architect & Associates
975 E 100 S Salt Lake City, Utah 84102 Tel: (801) 231-2432



REVISION # DATE:

CONST DOC
FILE NAME: LASED AS101N
PLOT SCALE: 1/8"
DRAWN BY: STAFF
CHECKED BY: FNM
DATE: 2/18/25

AS
101N



KEY NOTES

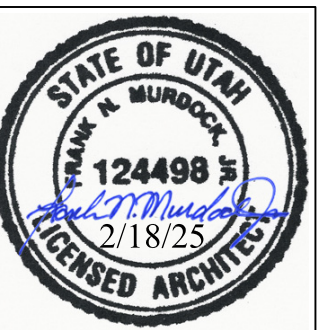
- A** MBCI PBR
PREFINISHED METAL WALL PANEL
OVER METAL BUILDING FRAMING.
COLOR: SIGNATURE 200
RUSTIC RED
- B** MBCI PBR
PREFINISHED METAL ROOFING PANEL
OVER METAL BUILDING FRAMING.
COLOR: SIGNATURE 200
BURNISHED SLATE
- C** 3'x7' INSULATED PAINTED HOLLOW
METAL DOOR & FRAME
- D** 14'x14' INSULATED PREFINISHED
MOTORIZED SECTIONAL OVERHEAD
DOOR W/WINDOW LITES
- E** 4'x3' INSULATED SLIDING GLASS
PREFINISHED WINDOW SYSTEM
- F** 2'-6"H x 6'-0"L INSULATED FIXED GLASS
PREFINISHED WINDOW SYSTEM
- G** PREFINISHED METAL
DOWNSPOUT/W/DRAIN BASE TO STORM
WATER PIPE
MBCI COLOR: SIGNATURE 200
BURNISHED SLATE
- H** LINE OF FOOTINGS - 2'-6" MINIMUM
BELOW FINISHED GRADE TYPICAL
- I** LINE OF FINISH GRADE AT BUILDING
6" BELOW FINISH FLOOR TYPICAL
- J** PREFINISHED METAL GUTTER
MBCI COLOR: SIGNATURE 200
BURNISHED SLATE

LINDQUIST LAYTON MORTUARY MAINTENANCE BUILDING

780 ANTELOPE DRIVE
LAYTON, UTAH

FRANK N MURDOCK JR ■ Architect & Associates

975 E 100 S Salt Lake City, Utah 84102 Tel: (801) 231-2432



REVISION # DATE:

CONST DOC
FILE NAME: LASHED A201
PLOT SCALE: 1/8"=1'-0"
DRAWN BY: STAFF
CHECKED BY: FNM
DATE: 2/18/25

A
201



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

STAFF REPORT

TO: City Council

FROM: Whitney Black, Planner II

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

DATE: June 4, 2026

RE: General Plan Amendment – Approximately 790 East Antelope Drive - From Agriculture to Institutional Use – Ordinance 26-10

Rezone Request with Development Agreement – Approximately 790 East Antelope Drive and 1867 North Fairfield Road – From A (Agriculture) to PB (Professional Office) – Ordinance 26-11 and 26-17

LOCATION: Approximately 790 East Antelope Drive and 1867 North Fairfield Road

CURRENT GENERAL PLAN DESIGNATION: Agriculture

PROPOSED GENERAL PLAN DESIGNATION: Institutional Use

CURRENT ZONING: A (Agriculture)

PROPOSED ZONING: PB (Professional Business)

DESCRIPTION

The applicant, Robert Lindquist, Jr., is requesting a General Plan Amendment for the property located at approximately 790 East Antelope Drive. The property is approximately 1.52 acres, currently vacant, and because the property is located within the APZ (Accident Potential Zone) area it is designated for Agricultural use in the General Plan. The applicant is requesting that the General Plan designation for this property be amended to Institutional Use.

The applicant is also requesting to rezone this property and the property located adjacent to and at approximately 1867 North Fairfield Road. Both properties are currently zoned A, and the applicant is requesting that both be rezoned to PB. Combined, the properties total approximately 26.12 acres and

include an existing cemetery and mortuary. Surrounding zones include A to the north and west, R-1-6 to the east, and a mix of PB and A to the south.

BACKGROUND

These applications are requested to address existing lot and zoning issues, and to accommodate the owners' desire to keep the mortuary and cemetery under separate ownership. The property located at 790 East Antelope Drive was recently purchased to expand cemetery operations and to allow for an accessory building to store equipment and machinery associated with those operations.

The current parcel configuration was created through a past lot split and does not meet the frontage or width requirements of the A zone. In addition, the A zone does not allow a mortuary as a standalone use; it must be located on the same parcel as the cemetery. The mortuary and cemetery are under different ownership, and the property owners would like to maintain that separation.

These issues can be addressed through a commercial subdivision plat; however, this type of subdivision is not permitted in the A zone and requires a commercial zoning designation. The proposed PB zoning district allows both cemetery and mortuary uses to exist as standalone yet connected uses on separate parcels and allows for a commercial subdivision, which would address the frontage, width, and ownership concerns.

A Development Agreement will accompany the rezone request to limit and clearly define the permitted uses on the properties, ensuring that future development remains consistent with the intended cemetery and mortuary operations and does not expand with other uses of the PB zone.

RECOMMENDATIONS

General Plan Amendment – On May 12, 2026, the Planning Commission voted unanimously to recommend that the City Council approve the General Plan Amendment request from Agriculture to Institutional Use for the property located at approximately 790 East Antelope Drive.

Rezone Request with Development Agreement – On May 12, 2026, the Planning Commission voted unanimously to recommend that the City Council approve the rezone request from A (Agriculture) to (Professional Business) with a Development Agreement for the properties located at approximately 790 East Antelope Drive and 1867 North Fairfield Road.

Staff supports both recommendations from the Planning Commission.



**GENERAL PLAN
AMENDMENT
AGRICULTURAL TO
INSTITUTIONAL USE
AND
REZONE
A TO PB**

**APPROXIMATELY
790 EAST
ANTELOPE DRIVE
AND
1867 NORTH
FAIRFIELD ROAD**



Project Site



Layton City Boundary



Davis County Parks



City Boundaries



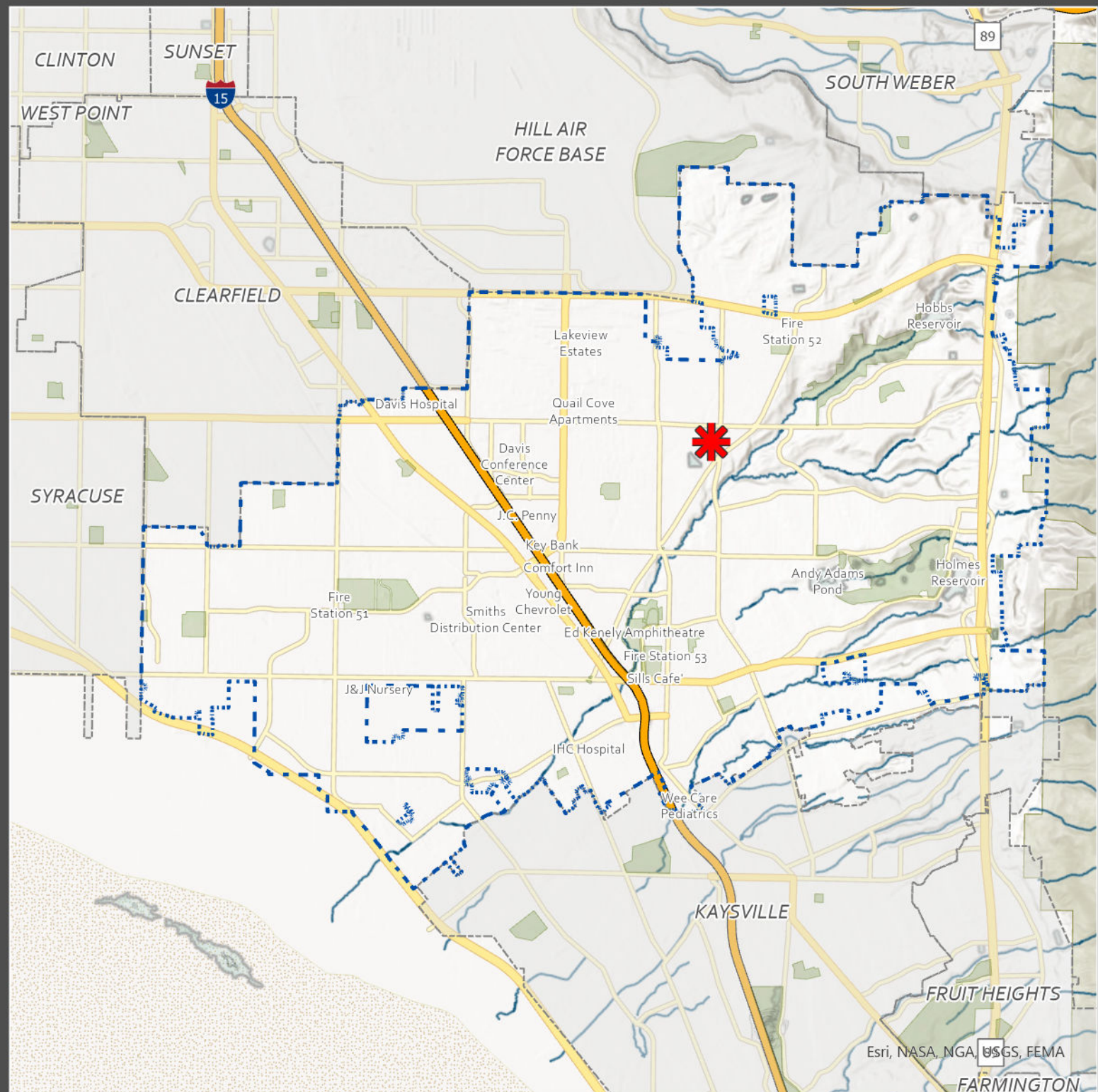
Lakes



Streams



Map 1





**GENERAL PLAN
AMENDMENT
AGRICULTURAL TO
INSTITUTIONAL USE
AND
REZONE
A TO PB**

**APPROXIMATELY
790 EAST
ANTELOPE DRIVE
AND
1867 NORTH
FAIRFIELD ROAD**

-  Rezone Area
-  General Plan Amendment Area
-  City Boundaries
-  Lakes
-  Streams



Map 2





**GENERAL PLAN
AMENDMENT
AGRICULTURAL TO
INSTITUTIONAL USE
AND
REZONE
A TO PB**

**APPROXIMATELY
790 EAST
ANTELOPE DRIVE
AND
1867 NORTH
FAIRFIELD ROAD**

-  Rezone Area
-  General Plan Amendment Area
-  City Boundaries
-  Lakes
-  Streams



Map 3



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

Item Number: 6.D.

Subject:

Text Amendment – Water-Wise Standards for Single-Family Dwellings – Amending Title 19 Zoning, Chapter 19.02 Definitions; and Chapter 19.16 Landscaping, Fencing, and Clear View – Ordinance 26-16

Background:

In 2023 Layton City adopted significant changes to the landscaping standards to promote water-efficient landscaping designs throughout the City. A key component of the proposed ordinance language was the limitation of turf grass to be no greater than 35% of the front and side yard areas for single-family residential properties. At the time the code language was adopted to strongly encourage that limitation for all single-family developments and properties but not to have it be a requirement except for single-family properties in new Planned Residential Unit Developments (PRUDs).

The emphasis for the adoption of the water-efficient landscape standards was brought upon serious drought conditions at the time and efforts by the State Legislature during the 2023 legislative session to incentivize the conversion of high-water use landscapes to water-efficient landscapes. The changes made by the State Legislature at the time established a landscape exchange program, which is identified as the Utah Water Savers rebate. In coordination with the Weber Basin Water Conservancy District (WBWCD) Layton residents could then benefit from different landscape exchange programs offered by the State and administered by WBWCD. The two main programs offered for landscaping modifications were the “Flip Your Strip” program and the “Landscape Lawn Exchange” program. The Landscape Lawn Exchange rebate was available to all residents within a WBWCD municipality with specific criteria. In order for Layton City residents to qualify for the rebate, the City’s landscape ordinance would need to be modified to meet the criteria determined by the WBWCD. The proposed ordinance changes would limit the amount of turf grass in front and side yards to a maximum of 35% and not permit turf grass within park strips and areas less than eight feet in width for newly constructed detached single-family dwellings.

Upon adoption of the ordinance, certain criteria such as the 35% turf limitation were not applied as broadly as intended by WBWCD or the State of Utah. Even though the water-efficient landscape standards were a significant step in the promotion of water conservation in the City, the ordinance did not meet the thresholds to qualify Layton residents for the Landscape Lawn Exchange program. Residents have been able to qualify for the Flip Your Strip program and the results have been no other city has utilized that program more than Layton City.

With recent drought conditions, WBWCD has discontinued the Flip Your Strip program and is now processing all applications under the Landscape Lawn Exchange program. Layton residents are able to qualify for a rebate of \$1.25 per square foot. If the water-efficient landscape standards are updated to meet WBWCD and State requirements, Layton residents would then be able to qualify for a rebate of \$2.50 per square foot. In light of this recent update to the rebate structure, continued drought conditions, and the recent adoption of the Water and Preservation Element of the General Plan (which encouraged the proposed ordinance updates), Staff is proposing these updated changes to the water-efficient landscaping standards.

The proposed changes include the following updates:

1. Limitation of turf grass to no more than 35% of all front and side yard areas for all new and fully replaced single-family property landscapes.
2. Prohibition of turf grass in all park strips and landscape areas less than eight feet wide.
3. Updates to the available plant lists that can be used to include the Jordan Valley Water Conservancy District plan list as well as other lists or resources used for plant selection in the Great Basin region upon Zoning Administrator approval.
4. Other minor formatting changes related to these proposed changes.

Staff finds that the proposed changes align with the goals and objectives of the Layton City General Plan, namely

the Water and Preservation Element; that the changes meet the water-efficient landscaping standards for Layton residents to qualify for the higher rebate; and that application of these standards will lead to greater water efficiency and conservation (where applied) for single-family property landscapes.

Alternatives:

Alternatives are to: 1) Adopt Ordinance 26-16, amending Title 19 Zoning, Chapter 19.02 Definitions, and Chapter 19.16 Landscaping, Fencing, and Clear View; 2) Adopt Ordinance 26-16 with modifications the Council deems appropriate; or 3) Not adopt Ordinance 26-16.

Recommendation:

Staff will provide the Planning Commission recommendation during the City Council presentation of the agenda. This item was submitted before the Planning Commission meeting was held and the decision made.

Staff recommends the adoption of Ordinance 26-16.

Layton City
ORDINANCE 26-16

**AN ORDINANCE AMENDING THE MUNICIPAL CODE FOR WATER-WISE
STANDARDS FOR SINGLE-FAMILY DWELLINGS**

**AN ORDINANCE AMENDING MUNICIPAL CODE FOR WATER-WISE
STANDARDS FOR SINGLE-FAMILY DWELLINGS TITLE 19 ZONING, CHAPTER
19.02 DEFINITIONS, AND CHAPTER 19.16 LANDSCAPING, FENCING, AND
CLEAR VIEW**

WHEREAS, it is a countervailing interest for the State of Utah to conserve water and reduce demand for current and future water resources; and

WHEREAS, Layton City's General Plan encourages water-wise landscaping and efficient use of land to help conserve limited water resources; and

WHEREAS, reducing the amount of turf grass for detached single-family homes will reduce the demand for water; and

WHEREAS, it is in the City's best interest to adopt standards associated with water conservation; and

WHEREAS, the Planning Commission reviewed the proposed changes on May 26, 2026 and after holding a public hearing, recommended approval of the proposed changes; 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 of Layton City finds it to be in the best interest of the health, safety, and welfare of its current and future citizens to make the proposed amendments to Title 19 of the Layton Municipal Code.

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

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

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

...

"Lattice Tower": Means a ... to support telecommunications equipment.

"Light Commercial Flex Manufacturing": ... to the general public.

"Lot": A tract of land, regardless of any label, that is created by and shown on a subdivision plat that has been recorded in the office of the county recorder.

"Lot, Building": A parcel ... a street for frontage.

"Lot, Corner": A building ... streets. (See Diagram A-3.)

...

"Office, Business": A place ... stored, displayed, or sold.

"Open Space": An open, ... sidewalks and access rights-of-way.

"Parcel": Any real property that is not a lot.

"Parking Lot": An open ... for clients or customers.

"Parking Space, Off Street": ... parking of one vehicle.

...

"Travel Vehicle": A trailer, ... attachment to public utilities.

"Truck and/or Trailer Rental": ... addition, tandem wheeled trailers.

"Turf Grass": Means any living grass material that is commonly referred to as lawn, turf, grass, or other similar term. Artificial turf is not considered turf grass.

"University": An institution of ... school and professional schools.

"Variance": A variation of, ... is permitted to grant.

...

"Warehouse and Distribution": An enclosed ... equipment, products, and supplies.

"Waste Transfer Station": Shall ... junkyards or salvage yards.

"Yard": A space on a lot or parcel, other than a court, unoccupied and unobstructed from the ground upward except as otherwise provided in this Title.

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

"Yard, Front": Any yard between the front ~~lot line and the setback line of a main building and extending for the full width of the lot or parcel.~~ property line and the foundation of a main building and extending for the full width of the lot as outlined in Diagrams A-2, A-3.

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

"Yard, Rear": A yard between the rear ~~lot line and the setback line of a main building, extending across the full width of inside lots and for corner lots a yard between the rear lot line and the setback line of the building and extending between the side lot line and the front yard lying opposite thereto. (See Diagrams A-2, A-3.)~~ property line and the rear foundation of a main building, extending across the full width of the yard excluding the corner side yards as outlined in Diagrams A-2, A-3.

"Yard, Sale": See Garage Sale.

"Yard, Side": Any yard between the side ~~lot line and the setback line of a main building, extending from the front yard to the rear yard. (See Diagrams A-2, A-3.)~~ property line and the foundation of a main building, extending from the front yard to the rear yard as outlined in Diagrams A-2, A-3.

~~"Yard, Street Side": On corner lots, the yard determined by the owner to be the side yard on the street and running from the front setback line to the rear property line.~~

"Yard, Corner Side": On corner lots the yard area(s) between the main building and the street(s) property line extending the full length of the lot, excluding the front yard, as outlined in Diagrams A-2, A-3.

"Zero Lot Line Development": ... line. (See Diagram A-5.)

"Zoning Administrator": The Community ... subdivisions. See also Section 2.31.010.

...

SECTION 3: **Amendment.** Section "19.16.035 " is hereby amended as follows.

...

i. common name and ... each plant species;
ii. the size and ... to be installed;
iii. identification of plant materials that are included on either the Weber Basin Water Conservancy District (WBWCD) or the Jordan Valley Water conservancy District (JWCD) recommended plant list as required in 19.16.036.1.g. Alternative water-efficient or water-wise plant lists or resources utilized for the selection of successful plant material used in the Great Basin region may be used upon approval by the Zoning Administrator or designee.

3. Final Landscape Plan. ... structures or features.

a. The landscape plan ... installation (see 19.16.036.1.h).

b. Tabulation showing the percentage of plants shown in the WBWCD or JWCD recommended plant list or approved alternative resource.

c. Irrigation Plan. The ... growth and survival.

d. Owner Acknowledgement. The ... the final landscape plan.

...

SECTION 4: **Amendment.** Section "19.16.036 " is hereby amended as follows.

1. Planting Design Standards. ... or community association:

a. the maximum percentage of turf grass (~~lawn~~) area applied to nonresidential uses, and townhome, multi-family, or mixed-use residential development landscape areas shall be 15%, except for additional turf grass area that may be applied to outdoor recreational use areas or a quasi-public facility such as a cemetery;

b. turf grass area ... of the lot;

c. turf grass shall ... eight feet wide;

...

e. turf grass shall ... grade over 25%;

f. at least 80% ... triangulation planting patterns;

g. Water-wise plant materials. At least 90% of the plants and trees specified for a project landscape plan shall be selected from the WBWCD JWCD, or an approved alternative recommended plant list or resource. These plant materials are suitable for the local climate with respect to temperature ranges and moderate to high drought tolerance;

h. Soil Scarification, Soil Amendments, and Tilling.

i. Soil scarification, the ... site work compaction.

...

j. Deciduous trees shall ... finished landscape surface.

2. Irrigation Design Standards.

a. Irrigation Controller. Landscaped areas shall be provided with a WaterSense labeled smart irrigation controller which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions. All controllers shall be equipped with automatic rain delay or rain shut-off ~~capabilities (WBWCD)~~ capabilities.

b. Each valve shall irrigate a landscape with similar site, slope and soil conditions, and plant materials with similar watering needs. Turf and non-turf areas shall be irrigated on separate valves. Drip emitters and sprinklers shall be placed on separate valves ~~(WBWCD)~~.

c. Drip emitters or ... the project site.

d. Drip irrigation or ... all non-turf areas.

...

SECTION 5: Amendment. Section "19.16.038 " is hereby amended as follows.

1. As required in 19.16.030.2, landscaping shall be completed for detached single family dwellings on individual lots/parcels within a period of one year for the front and side yard area and a period of two years for the rear yard area beginning at the time of final certificate of occupancy is issued.

2. The following standards apply to all new single-family residential landscapes.

a. Landscaping areas on single family residential lots/parcels with slopes greater than ten percent shall be completed within a period of one year.

~~b. Landscaping shall be installed in front yards between the front line of the house and the front property line along the entire width of the property, excluding the driveway. On corner lots, landscaping shall be installed in all areas between the property line and the side of the house between the front and rear property lines which are visible from the public right-of-way.~~ b. Landscaping shall be installed in front, side, and corner side yards excluding driveways.

c. Front and side yards shall comply with the following standards for all new construction and fully remodeled landscapes. A fully remodeled landscape is deemed to be the entirety of one area (front, side, or corner side yard) alone or the combination of more than one entire area.

~~e.~~ The net combined landscaped area in ~~a~~ front ~~yard~~ and side yards shall include:

i. a minimum of one tree;

ii. ~~50~~ a minimum of 35% coverage of plant materials using a combination of shrubs, annual plants, perennial plants, ground cover, and/or turf grass. Species, size, and placement of landscape elements shall be determined by the homeowner.

iii. Turf grass shall not exceed 35% of the net combined landscaped area of front and side yards as defined in Section 19.02.020.

iv. Turf grass shall not be placed in areas within the front and side yard less than eight feet wide.

v. Overhead/popup spray irrigation shall be limited to turf grass areas.

d. The following park ... landscaping standards shall apply:

i. Turf grass is prohibited within park strips.

ii. No more than 50% of the park strip may be poured concrete or similar solid paving surface for driveway, walkway approaches, and vehicle drop off areas;

iii. Asphalt is not allowed in the park strip.

iv. Rock or bark mulch may be used in single family residential park strips. To prevent mulch from spreading onto sidewalks or street areas, bark/wood mulch and pea gravel or similar rock mulch less than a minimum sorted size of one inch, shall not be allowed in the park strip or adjacent to a street or sidewalk, except for the following:

i. 1. Rock mulch of the same type, color, and texture may include a variety of cobble sizes; ~~or~~ or

ii. 2. Crushed aggregate fines intended for pathway, or similar application may be applied.

~~23.~~ 3. Where secondary water is not available, at the time the water supply line to a house is installed, the builder shall furnish and install a stop-and-waste valve with an access sleeve and capped mainline to the surface to facilitate future sprinkler system installation. The stop-and-waste valve may also be located inside the home with a mainline extended to the exterior of the foundation wall and capped (see Development Plan Requirements in Section 19.13.050.3.f.iii)

~~34.~~ 4. It is highly recommended, but not required, that single family residential properties install a water-wise landscape using the following elements:

a. soil scarification and soil amendment as outlined in 19.16.036.1.~~h.~~ h.

b. irrigation design standards as outlined in 19.16.036.2;

c. park strip design ... in 19.16.070.a. and 19.16.075;

~~d. turf grass should not exceed 35% of the lot landscape area property and not placed in an area less than eight feet wide as outlined in 19.16.036.1.e;~~

~~e.~~ 90% of plant materials should be water-wise as outlined in the WBWCD or JVWCD recommended plant ~~list~~ lists, or approved alternative resource as outlined in 19.16.036.1.h;

~~f.~~ e. rock/bark mulch used in plant beds should have a depth of three to four inches to prevent weed growth and retain soil moisture as outlined in 19.16.050.2.

...

SECTION 6: Severability. If any section, subsection, sentence, clause, or phrase of this amendment is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this amendment.

SECTION 7: Effective Date. This ordinance being necessary for the peace, health, and safety of Layton City, shall go into effect at the expiration of the 20th day after publication or posting or the 30th day after final passage as noted below or whichever of said days is the more remote from the date of passage thereof.

****Signatures On Next Page****

PASSED AND ADOPTED by Layton City Council this _____.

JOY PETRO, Mayor
Layton City

Attest:

KIMBERLY S READ, City Recorder
Layton City

Jodyn Sanders

JADYN SANDERS, Assistant City Attorney
Layton City

Weston Applonie

WESTON APPLONIE, Community Development Director
Layton City

City Council Vote as Recorded:	AYE	NAY	ABSTAIN	ABSENT
Zach Bloxham	_____	_____	_____	_____
Mike Kolendrianos	_____	_____	_____	_____
Clint Morris	_____	_____	_____	_____
Bettina Smith Edmondson	_____	_____	_____	_____
Dave Thomas	_____	_____	_____	_____

RECORDED this _____.
PUBLISHED OR POSTED this _____.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

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

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

on the above referenced dates.

KIMBERLY S READ, City Recorder
Layton City

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

Item Number: 7.A.

Subject:

Discussion – Eastridge Dog Park

Background:

The Mayor and Council will have a discussion on a future dog park within the City.

Alternatives:

N/A

Recommendation:

N/A