

**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 regular public meeting in the Council Chambers in the City Center Building, 437 North Wasatch Drive, Layton, Utah, commencing at **7:00 PM on June 18, 2015.**

AGENDA ITEMS:

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

- A. Minutes of Layton City Council Meeting - April 16, 2015
- B. Minutes of the Layton City Council Strategic Planning Work Meeting - May 28, 2015

2. MUNICIPAL EVENT ANNOUNCEMENTS:

3. VERBAL PETITIONS AND PRESENTATIONS:

- A. Presentation - Layton Independents Week

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. Interlocal Agreement between Layton City and Davis County to Share Program Funds Provided by the 2015 Edward Byrne Memorial Joint Justice Assistance Grant Number 2015-H2540-UT-DJ - Resolution 15-37
- B. Bid Award - Merrill Sheriff Construction, Inc. - Neighborhood Park - Resolution 15-40 - Located at 3500 North 2100 East
- C. Amend Title 2, Chapter 2.56, Section 2.56.010 of the Layton Municipal Code - Campaign Financial Disclosure in City Elections - Ordinance 15-20
- D. Renewal of Franchise Ordinance and Franchise Agreement between Layton City and PacifiCorp (d/b/a Rocky Mountain Power) - Ordinance 15-24
- E. Condominium Plat – Village at Church and Main – Approximately 100 North Cross Street
- F. Grant Agreement and Warranty Deed between Layton City and Have a Heart - Resolution 15-38 - 211 West Golden Avenue
- G. Amend Chapter 15, Title 3 of the Layton Municipal Code - Consolidated Fee Schedule - Ordinance 15-23

6. PUBLIC HEARINGS:

- A. Amend the Adopted Budget for Layton City for the Fiscal Year Beginning July 1, 2014 and Ending June 30, 2015 - Ordinance 15-21
- B. Adopt the Budget and Property Tax Rate for Layton City for Fiscal Year July 1, 2015 to June 30, 2016 - Adopt the Schedule of Compensation for Elective, Statutory and Appointed Officers - Ordinance 15-22
- C. Rezone Request – Adams/Craythorne – A (Agriculture) to R-1-8 (Single-Family Residential) – Ordinance 15-15 – Approximately 752 West Gentile Street

7. PLANNING COMMISSION RECOMMENDATIONS:

8. NEW BUSINESS:

9. UNFINISHED BUSINESS:

10. SPECIAL REPORTS:

ADJOURN:

Notice is hereby given that:

- A Redevelopment Agency (RDA) Meeting will be held at 5:30 p.m. A Work Meeting will be held at 5:30 p.m. to discuss miscellaneous matters.
- 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. The anchor location for the meeting shall be the Layton City Council Chambers, 437 North Wasatch Drive, Layton City. Members at remote locations may be connected to the meeting telephonically.
- 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: _____

Thieda Wellman, City Recorder

LAYTON CITY does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify Layton City eight or more hours in advance of the meeting. Please contact Kiley Day at 437 North Wasatch Drive, Layton, Utah 84041, 801.336.3825 or 801.336.3820.

Citizen Comment Guidelines

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

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

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

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

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

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

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

Thank you.

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**MINUTES OF LAYTON CITY
COUNCIL MEETING**

APRIL 16, 2015; 7:00 P.M.

**MAYOR AND COUNCILMEMBERS
PRESENT:**

**MAYOR BOB STEVENSON, JOYCE BROWN,
TOM DAY, SCOTT FREITAG AND JOY PETRO**

ABSENT:

JORY FRANCIS

STAFF PRESENT:

**ALEX JENSEN, GARY CRANE, BILL WRIGHT,
PETER MATSON, TERRY COBURN, DEAN
HUNT, SCOTT CARTER, KEM WEAVER,
STEPHEN JACKSON, JAMES (WOODY)
WOODRUFF AND THIEDA WELLMAN**

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

Mayor Stevenson opened the meeting and excused Councilmember Francis. He led the Pledge of Allegiance. Delmar Stevens gave the invocation. Scouts and students were welcomed.

MINUTES:

MOTION: Councilmember Freitag moved and Councilmember Brown seconded to approve the minutes of:

**Layton City Council Work Meeting – March 19, 2015;
Layton City Council Meeting – March 19, 2015; and
Layton City Council Strategic Planning Work Meeting – March 26, 2015.**

The vote was unanimous to approve the minutes as written.

MUNICIPAL EVENT ANNOUNCEMENTS:

Councilmember Brown indicated that in the next few weeks citizens would have an opportunity to help with planning for the future of the City. She said on April 21st at 6:00 p.m. at the Central Davis Jr. High gymnasium there would be an opportunity for citizens to be a part of the Parks and Recreation Master Plan and provide input on what they would like to see in the future relative to parks and recreation.

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Councilmember Brown said Layton City was participating in Envision Layton, which would provide an opportunity for citizens to participate in helping to guide growth in the next 20 or 30 years. She said those meetings would be held on April 29th and May 5th at Layton High. Councilmember Brown indicated that there were fliers in the back of the room explaining the workshops.

Councilmember Petro indicated that the Council had been exploring the opportunity to pursue a RAMP tax, which was an acronym for recreation, arts, museum and parks. She said several cities in the County had implemented this type of a tax. Councilmember Petro said the City had received notification from the County that they would not be imposing the tax, which cleared the way for the City to place it on the ballot this fall. She said citizens would have an opportunity to vote on the proposed tax this fall.

Mayor Stevenson said the RAMP tax was 1/10 of 1%; on \$10 the tax would generate 1 penny. He said because of Layton's large commercial base, everybody that bought in Layton would support the tax. Mayor Stevenson said the tax was based on sales; this would be a good thing for the community.

PRESENTATIONS:

RECOGNITION OF COMMUNITY EMERGENCY RESPONSE TEAM (CERT) GRADUATES

Dean Hunt, Fire Marshall, explained the CERT program. He introduced the recent graduates of the CERT program. The graduates came forward to shake hands with the Mayor and Council.

CITIZEN COMMENTS:

Delmar Stevens, 1879 East Gentile Street, expressed concerns with the property where concrete tanks were being demolished. He thanked the City for removing the tanks. Mr. Stevens said the property had been a dumping ground for many years, which could become a bigger problem with the tanks removed. He indicated that the cottonwood trees located on the property were a problem. Mr. Stevens asked the City to consider developing a pocket park on the property.

Dee Flitton discussed the same issues expressed by Mr. Stevens. He said they would like a small pocket park on the property that could include a small bowery, restroom facilities and culinary drinking water. Mr. Flitton said they would be willing to find residents to help with the project; they would put as much responsibility on the neighborhood as possible. He said they would want the park to be available for use by the neighborhood.

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Mr. Flitton suggested a committee to control use of the bowery. He suggested zero-scape to conserve water.

Mayor Stevenson asked Staff if the property belonged to the Peacefield Subdivision.

Scott Carter, Special Projects Manager, said when the Peacefield Subdivision was developed, it was developed as a PRUD. He said they needed a certain amount of open space in order to qualify for the density they wanted in the development. Scott said by agreement, that City property would be incorporated into the Peacefield open space and they would maintain the property as open space.

Mayor Stevenson asked if the property that was being referred to, including the property where the tanks were located, was part of the Peacefield responsibility.

Scott said yes.

Councilmember Freitag said the Peacefield residents would need to be part of what was being suggested.

Mayor Stevenson said the City could visit with the members of the Peacefield HOA Board.

Sherri Tatton, 1032 West 500 South, thanked the City for addressing the parking issues on Gentile Street in front of her store. She said there was a parking problem on Gentile Street and she thanked the City for addressing the issue.

Councilmember Petro said she had passed this information on to Staff who quickly took care of the problem.

Bob Haywood, 2521 East 50 South, explained a problem with the Deseret News falsely reporting that trash would be picked up at an incorrect time. He said he wanted Britt Wilson recognized for her professionalism in resolving the issue.

CONSENT AGENDA:

2014 LAYTON CITY MUNICIPAL WASTEWATER PLANNING PROGRAM ANNUAL REPORT – RESOLUTION 15-24

Terry Coburn, Public Works Director, said Resolution 15-24 authorized the review and adoption of the 2014 Municipal Wastewater Planning Program Annual Report. He said the report pertained to the City's sanitary

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sewer system. Terry said the City was in good standing with the State and Staff recommended approval.

Councilmember Freitag asked if the report would be available on the City's website.

Terry said Staff would take care of that.

FINAL PLAT – ADAMS FARMS SUBDIVISION – APPROXIMATELY 1250 EAST GORDON AVENUE

Bill Wright, Community and Economic Development Director, said this was a final plat for the Adams Farms Subdivision located at approximately 1250 East Gordon Avenue. He said in January 2015 the Planning Commission approved a preliminary plat for the subdivision. Bill said the subdivision contained 8.53 acres that fronted onto Gordon Avenue. He said the plat included 25 lots, which met the zoning density of the R-1-8 zoning district. Bill said the subdivision would provide connections to the two stub streets to the west and onto Gordon Avenue.

Bill said there was one issue at the Planning Commission meeting having to do with the five foot landscape buffer along Gordon Avenue. He said two lots would have side yards abutting Gordon Avenue, which required fencing and five feet of landscaping. Bill said the applicant, Mr. Ed Green, was looking at a way to not have an HOA involving all 25 lots that would be responsible for that landscaping, particularly when only two lots were affected. He said Staff felt that there was an alternative where an HOA could be formulated with only the two lots that would be impacted and make sure that they understood that they had responsibility for maintaining that landscaping and fence.

Bill said on March 24, 2015, the Planning Commission voted unanimously to recommend that the Council grant final plat approval subject to meeting all Staff requirements, and Staff supported that recommendation.

Councilmember Brown said they were connecting to the circle that was in front of the LDS Chapel, which was a very hard Chapel to access. She said this would be a nice connection.

Councilmember Petro asked if the old cabin was on the property or on adjacent property. She expressed interest in the historical value of the cabin.

Councilmember Brown said the family that owned the property had been negotiating with the Daughters of the Utah Pioneers. She said the cabin was in such bad condition that it could not be removed from the site.

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Ed Green said he met with the Daughters of the Utah Pioneers and he understood that they would move the cabin to a Kaysville Park. He said it would be very extensive to move the cabin and they had all summer to work on it. Mr. Green said only the west part of the building would be moved.

Councilmember Petro expressed appreciation to Mr. Green for working to preserve the cabin.

Mr. Green mentioned a triangular piece of property on the southeast end of the subdivision. He said the abutting property owner would like to purchase the property. Mr. Green said the property contained 1,926 square feet and was of no value to the abutting lot, which would contain 11,000 square feet. He said they were considering removing that corner of property before the final plat was filed.

Mr. Green said relative to the HOA, the frontage on Gordon Avenue would only involve two lots. He said they would like to include something in the CC&Rs indicating that the two lots would maintain the landscaping and fence on Gordon Avenue.

Mayor Stevenson said if the people refused to maintain the landscaping, there would need to be some mechanism in place for the other homeowners to enforce the issue. He said that could be figured out.

Mayor Stevenson said since this was the final plat approval, would there be any problems with changes to the lot line on the one lot.

Gary Crane, City Attorney, recommended leaving the property in the subdivision plat and then conveying the property to the abutting property owner.

Discussion suggested conveying the property to the abutting property owner.

Mr. Green said he would get with Gary before recording the plat.

MOTION: Councilmember Freitag moved to approve Items A and B of the Consent Agenda as presented. Councilmember Petro seconded the motion, which passed unanimously.

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PRELIMINARY PLAT – EASTRIDGE PARK PRUD – APPROXIMATELY 1450 EAST ANTELOPE DRIVE

Mayor Stevenson said this process had been going on since 2009, when this property was rezoned. He said the approval this evening was for the preliminary plat only, which would move it to the next step. Mayor Stevenson said the City had received a lot of emails from concerned citizens and they appreciated citizen involvement. He said they wanted citizens involved in the community. Mayor Stevenson said they had received a number of questions that would be answered through the presentation process. He said after the presentations he would open the meeting up for additional questions or comments. Mayor Stevenson asked everyone to be as condensed as possible.

Bill Wright said this was preliminary plat approval of the Eastridge Park PRUD located at approximately 1450 East Antelope Drive. He displayed a map of the property and indicated that there was frontage on Antelope Drive with connection to Beechwood Drive and Emerald Drive. Bill indicated that the Planning Commission reviewed the preliminary plat on March 10th and unanimously recommended approval. He said the applicant was Adams Property represented by Mr. Mike Flood.

Bill said the proposed development was 70 acres of vacant land. He said this process began in February 2006 and the property was rezoned in 2009 to R-1-10 PRUD. Bill said the general zoning in the area was agriculture with R-1-10 PRUD to the north, agricultural zoning abutting the property to the west, R-1-10 to the northeast and R-1-8 to the east and south.

Bill displayed a conceptual drawing of the proposed development, which included townhomes along Antelope Drive; cottage homes would be located south of the townhomes. He said Emerald Drive would connect through to Antelope Drive and single family homes would be located south of the cottage homes. Bill said there would be a 16 acre nature park on the southern border of the property.

Bill displayed a conceptual plat that was submitted in 2009. He indicated that the townhome units had been reduced significantly since that time and cottage homes had been added. Bill said the development agreement capped the density at 303 units. The proposal was for a total of 268 units; the townhomes went from 157 units to 52 units and the density went from 4.33 units per acre to 3.82 units per acre. He said the grading changed with the uses.

Scott Carter said the development agreement indicated that there were 16 acres set aside that would be left in

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a natural park along Kays Creek to keep it safe from landslides. Scott said there had been slide problems in the Falcon Ridge Subdivision to the south, and they wanted to protect that area. He identified a trail system in the development and around the park that would eventually connect to the regional Kays Creek Trail and Fairfield Road along the canal. Scott said on the north side of Antelope Drive there was acquired property for a parking area and there could eventually be a parking lot on Heather Drive in the slide area.

Mayor Stevenson asked if the design of the park would be through the City.

Scott said yes; that was outlined in the development agreement.

Bill Wright displayed a map of the phasing of the project. He said it was typical for large developments to move forward in phases. He displayed conceptual drawings of streetscapes and the architectural designs of the project. Bill explained the Design Review Committee's (DRC) involvement in the approval process. He indicated that Destination Homes was contracted to construct the townhomes.

Mayor Stevenson asked if it was normal for the DRC to already review what had been submitted.

Bill said yes; they had already reviewed this preliminary plat and there would be reviews of the final plat by the DRC. He said they didn't review the single family sites. Bill said landscape architecture had been reviewed.

Bill displayed conceptual renderings of the cottage homes and townhomes. He displayed a map of the trail system and explained how it would flow throughout the development to the park property.

Woody Woodruff, City Engineer, invited Ryan Hales to give his presentation.

Mr. Ryan Hales, owner of Hales Engineering, indicated that he had a Masters Degree in Traffic Engineering and had been doing traffic engineering for 16 years. He explained the work they did for the State, municipalities and developers.

Mr. Hales explained the traffic gathering process for the study on this development. He indicated that data was collected on August 19, 2014, which was a Tuesday, in the morning and evening peak times, and again on a Saturday between 11:00 a.m. and 1:00 p.m. Mr. Hales said the traffic was 45% higher during the evening peak period than the morning peak period. He said they calculated the analysis based on the highest peak time. Mr. Hales explained that the study was done before completion of Antelope Drive and the Church

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Street roundabout. He explained that recounting was done after completion of the connection and roundabout, and showed an increase of 18%. Mr. Hales said the road still functioned at a D level, which was an adequate level.

Mr. Hales explained the study that was completed with traffic coming from existing subdivisions once Emerald Drive was connected to Antelope Drive. He explained that the Antelope Drive/Emerald Drive intersection wouldn't meet warrant for a signal even with 80% of the existing subdivision traffic using that connection, including traffic from the new development. Mr. Hales indicated that the intersection was only at 50% of meeting warrant for a signal with all the new traffic. He said by the year 2020 it would not need to be signalized.

Mayor Stevenson asked if the study indicated that the number of cars, including the new subdivision and traffic coming from existing subdivisions, would have to double to meet warrant for a signal.

Mr. Hales said yes; that was correct. He said the study included traffic from the new development at full build out. Mr. Hales said even with the new project completely built out, traffic would have to double from that point to warrant a signal.

Councilmember Petro asked when the new traffic counts were completed.

Mr. Hales said the counts were taken again on Tuesday, March 17th, to see where traffic volumes were with completion of the Antelope Drive connection and the roundabout at Church Street.

Councilmember Petro asked how they collected the data.

Mr. Hales said people were there counting cars, which provided more accurate data.

Woody discussed safety issues with Antelope Drive and concerns during snow events.

Terry Coburn, Public Works Director, indicated that during a snow event, Staff plowed Antelope Drive the first thing to address concerns through the dip area. He said the City had 270 miles of roads to maintain. Terry indicated that the State used a brine solution before a storm, but State highways were a different type of road than City streets. He said the process was very expensive and trucks would have to be retro-fitted for the process, which could cost as much as \$30,000 a truck, and there was an expense of building a pond and meeting EPA standards. Terry said the City used two types of salt on the roads, with a faster acting salt being

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used on the east side of the City.

Mayor Stevenson said relative to the brine solution; if one truck was equipped to do that, would that truck be taken out of service for everything else.

Terry said yes; it would need to be a 10-wheeler. He said it was also hard to predict storms. Terry said the brine solution had to be put down before a storm to be effective.

Mayor Stevenson asked if it was too late after a storm to put down the brine solution.

Terry said yes; it was a pre-storm application.

Mayor Stevenson mentioned issues with shady areas on the eastbound hill.

Terry said crews were aware of those issues.

Mayor Stevenson said with this subdivision there would be an intersection; what could the City do to make that area of the road better.

Councilmember Petro asked if there could be a working alliance with the State to brine this section of the street.

Terry said he hadn't checked into that, but Oakhills Drive was a State road and very often the City was called by the State Highway Patrol to service Oakhills Drive during a snow storm because the State couldn't or wouldn't get there quickly enough. He said this had happened on many occasions. Terry said Staff could contact the State to see if they would be willing to do that, but it would be very expensive.

Mayor Stevenson asked if the brine solution would stop snow from building up on the roads in a big storm.

Terry said no; the freeway elevation was a lot different from Oak Forest Drive or Highway 89. He said he didn't think the State used brine anywhere but the freeway. Terry said this area of the City received more snowfall than other areas.

Woody said there had been questions about speed along Antelope Drive. He said the street was posted at 40 mph in the dip area; everything to the east was posted at 35 mph. Woody explained how they established

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speed limits.

Woody said with this development they were proposing sidewalks on both sides of the public streets. He said one concern the City was evaluating was how pedestrians and a future trail crossing would effectively work on Antelope Drive. Woody said the trail wasn't developed now, but in the future there was a concern with taking pedestrians across Antelope Drive on the trail system. He said it would be very expensive for the City to construct a grade separated structure. Woody explained a system that was being used around the State that allowed pedestrians to activate a light that would stop traffic to allow for crossing. He said there were concerns with location of such a crossing with the grades on Antelope Drive. He said the trails would typically be used in warmer times when there would not be snow events. Woody said these were tools the City would be looking at for this area.

Woody said there had been questions about children walking to school in this area. He said children in the area would go to two separate schools; Adams Elementary to the north and EG King to the south. Woody said the City would work with Davis School District to resolve issues with children crossing Antelope Drive.

Councilmember Brown said whether the children went to Adams or EG King, there would be sidewalk along the development on the south side of Antelope Drive.

Woody said yes, but there were issues farther to the east. He said there were retaining walls right along Antelope Drive. Woody said the development didn't front along that area of Antelope Drive; the City would need to look at that issue. He said it would be very expensive for the City to construct a retaining wall to allow for a sidewalk.

Councilmember Brown asked who would take care of snow removal on the sidewalk on Antelope Drive that would be against the backyards of the townhomes.

Woody said the townhome HOA would have responsibility for that.

Councilmember Petro asked what the timeline was for completing the sidewalk to the east.

Woody said it would depend on the timing of the development.

Woody identified the geotechnical and civil engineers that had evaluated the sensitive land issues. He said the City hired Golder & Associates as a third party geotechnical consultant to do an independent study on the

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project. Woody said the City had been working with Golder & Associates for 7 years. He said Stantec, IGES, and Golder & Associates had been involved with the project from the beginning.

Woody displayed a map of the cuts and fills on the property and highlighted those that were over 10 feet. He indicated that this information was discussed in detail in the Planning Commission meeting. Woody said originally the plan was to do the grading all at one time, but the developer selected to do that in a phased approach. Woody said it was sent back to the third party geotechnical consultant to evaluate each phase to make sure they were whole and complete and could be done safely. He said the purpose of the City reviewing this project was to make sure mitigation procedures were in place to protect the homeowners. Woody said it required extensive testing that would be evaluated on a daily basis while they were doing the fills; a lot more requirements were being placed on the developer.

Woody said there was a question about a future connection to Church Street. He said the City ran some profiles on the property to the west and it would be very difficult and impractical to build a road to Church Street because most of the grades exceeded 12%.

Woody explained the timing of the road connection to allow for placement of a water line.

Councilmember Day asked if the grading would have to be completed at that time to accommodate the road.

Woody said yes.

Woody displayed some pictures of the hills along Antelope Drive on the property. He displayed conceptual drawings of the roads in the project and explained the grade of the roads. Woody displayed drawings of the engineered walls in the development and indicated that the highest wall would be 15 feet.

Woody said the City had concerns with mass grading the entire project and felt that the phased grading would be a better process. He mentioned issues with mass grading in the Greyhawk Development and getting vegetation to grow.

Woody displayed pictures of some of the equipment that would be used for grading on the property, and explained how they would be used. He explained monitoring of the vibration of the ground.

Councilmember Brown said a citizen had made a comment that the engineering firm was from out of State and wondered if they knew the soils in the area.

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Woody said during the request for proposal process, the City selected the company based on expertise in large earth moving projects with similar materials. He said Golder & Associates did this type of work all over the United States, and had done several projects in Utah. Woody said earth was very similar wherever you went; there were differences, but the application for how it was moved and managed, especially in slide areas, was very similar. He said the City wanted to make sure they had a good consultant for that and Golder & Associates had a lot of experience.

Councilmember Petro asked about land drains.

Woody said managing water was important in any subdivision. He said the water table was at different elevations and could be a very damaging entity. Woody said the City required a land drain system throughout the public and private streets in this location, and the homes were required to install a drain around the foundation that would be tied into the drainage system that went into the public system. He said the City maintained the system in the public right of way. Woody said if any springs were found on the property, the City Inspector would require that the contractor tie those into a land drain system. He said the water would eventually be discharged into Kays Creek.

Councilmember Day asked if the land drains were designed through the phasing process, and would they drain directly into the creek.

Woody said each phase would have to be whole and complete. He said they would drain into detention basins and then into the creek. Woody said nothing could directly discharge into the creek channel.

Mayor Stevenson asked if there were any types of problems with the dirt; was it good old Davis County, northern Utah soil.

Woody said the soils were claylike in nature. He said the sheer-plane was something that was concerning; it was really important that this be graded appropriately. Woody said the geotechnical experts indicated that nothing over a 14% slope should be allowed on this project.

Mayor Stevenson asked if the individual homes would be reviewed by geotechnical experts.

Woody said he thought every home would have a geotechnical review.

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Mike Flood, Adams Property LLC and Hawkins Homes LLC, displayed a map of the phases of the grading. He explained the phasing of development to accommodate access to utilities. Mr. Flood explained the plan for extending Emerald Drive. He said within 2 to 2 ½ years the Emerald Drive connection would be made to the south. Mr. Flood said this would be market driven.

Mayor Stevenson asked if they could get financing for this large of a project.

Mr. Flood said no; lending institutions wanted to see small phases of projects. He said the recession changed the way things were done.

Councilmember Petro asked if they could extend Emerald Drive to at least Beechwood Drive early on in the project to allow for a second outlet.

Mr. Flood said the problem was utilities; the City didn't allow utilities through private streets.

Councilmember Freitag asked about the waterline.

Mr. Flood explained how the connection would be made at Antelope Drive and an oversized line put in.

Mayor Stevenson asked the geotechnical engineer to respond to the questions about the soil.

Kent Hartley, Geotechnical Engineer with IGES, said he had been involved in this project since the very beginning. He said the soil was typical silt and clay soil. Mr. Hartley said it needed to be moisture conditioned properly when it was placed, and it needed to be compacted in fairly thin lifts. He said they would be monitoring that through the entire process. Mr. Hartley said in general, the contractor had done an excellent job in grading the property. He explained the process of compacting the soil and the type of dirt on the site. Mr. Hartley said he was very comfortable with the site.

Mayor Stevenson asked how the land drains would impact the soil.

Mr. Hartley said it was always beneficial to get the water out of the ground.

Mayor Stevenson said where this was a PRUD there would be an HOA and CC&Rs. He said people were concerned with rentals; size of homes; and materials.

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Mr. Flood said Destination Homes would be building the townhomes. He said they built a great product. Mr. Flood said they would be selling the properties as owner occupied.

Councilmember Day said one of the concerns was that it be stated in the CC&Rs that a certain percentage of rentals would be restricted.

Mr. Flood said there were HOAs that restricted rentals in various ways. He said sometimes that was a restricted percentage in the CC&Rs and sometimes the CC&Rs stated that the HOA fees would be higher for rentals. Mr. Flood said at final approval they were required to provide CC&Rs. He said they would work with Destination Homes to make sure, within the law, that there were controls in place to reduce the number of rentals. Mr. Flood said they would not be selling for-rent products; it would be for sale/owner occupied. He said however, if someone from Hill Air Force Base purchased a home, and then was transferred for two years, there were property rights. Mr. Flood said they would work within the law to make those restrictions.

Steve Bingham with Destination Homes said in other communities they had put rental restrictions in the CC&Rs. He said they were happy to work with Mr. Crane on doing that for this project. Mr. Bingham said typically in other areas they had been able to limit rentals to 15 to 20%. He said the HOA would have oversight with that in higher fees or fines. Mr. Bingham said it was not their intent to sell to investors; these would be owner/occupied homes.

Mr. Bingham displayed conceptual drawings of the townhomes. He said the units would have 2 car garages and 3 bedrooms. Mr. Bingham said the interior units would be slightly larger with the units between 1600 and 1700 square feet. He said the units would be 2 levels; slab on grade. Mr. Bingham said all sites would be signed off by geotechnical engineers. Each unit would be different architecturally.

Mr. Bingham displayed floor plans of the units and conceptual drawings of the overall townhome site. He displayed the various elevations of the buildings and color pallets.

Councilmember Day said there was an issue mentioned at the Planning Commission meeting about tagging the titles to the lots with some type of restriction to let buyers know of the sensitive lands issues.

Gary Crane said on the plat, the City put information regarding the geotechnical study. He said the City had done this in the past. Gary said when a building permit was issued, they had to sign off on the information.

Councilmember Day asked if that could happen on this development.

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Gary said it could happen with this project if the Council designated that it needed to happen.

Councilmember Brown asked when that would happen and how would the second homeowner find out about that information.

Gary said the second owner would have to do their due diligence; the City could do more than that. He said the plat would be available at the County and any title company could get a copy of the plat. Gary said the City couldn't do any more than to make people reasonably aware of it. He said the City didn't draw any conclusions; the City made the studies available.

Councilmember Brown asked at what point the Council should indicate that they wanted that information added to the plat.

Gary said it could be included with the motion tonight as a condition.

Councilmember Petro said there had been concerns expressed with water on the site and saturation of the ground. She said residents felt that the Council should address the requirements of sump pumps.

Mr. Flood said there was a misnomer of really shallow ground water. He said when this site was graded, the area that had water would be under 12 feet of fill. Mr. Flood said they had been monitoring the ground water since 2007; ground water was 30 to 70 feet down in most areas. He said it needed to be clear that water wasn't just flowing through the property. Mr. Flood said on the north side of the project in the cottage homes area, the ground water was about 9 to 11 feet down and basements were being put into the ground 7 ½ feet. He said a land drain was very necessary there, but it was still not at the basement level. Mr. Flood said they were making provisions to address that. He said there was water standing on some areas of the site, but those areas would have 10 to 12 feet of fill, and the water would be carried to a land drain system.

Councilmember Petro said she felt the concern was with water flowing from the north side of Antelope Drive.

Mr. Kent Hartley said all of the water would be captured with the land drains and taken to the creek. He said there would be a perimeter drain around each home, and a land drain that would run down the street would capture all of that water and take it to the creek. Mr. Hartley said there wouldn't be a need for sump pumps; water would gravity feed to the creek.

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Councilmember Day asked if foundations would be on native ground or on fill.

Mr. Flood said many would be on fill; most of the cottage homes would be on fill. He said that was why they were compacted with very thin lifts. Mr. Flood said the geotechnical engineers would observe the soil and test the soil to make sure it met the compaction necessary for a housing structure. He said the fills would be engineered, compacted fills; not loosely placed soil.

Mayor Stevenson said when there were compacted, engineered fill, how did that compare to natural compaction.

Mr. Hartley said it was more dense than native soil. He said they were required to compact the soil to 95%; native soil was at 80%.

Mayor Stevenson asked if they would be testing throughout the cuts and fills process.

Mr. Hartley said yes; they would be doing compaction tests.

Mayor Stevenson said the ground water that was very close to the ground, how would the water move with the fill.

Mr. Hartley said the surface and subsurface drains would take that water to the creek.

Mayor Stevenson opened the meeting for public input.

Dotty Collins, 1765 East 2100 North, expressed appreciation for the response to emails and for the many meetings. She said the neighborhood was frustrated; it seemed that no one cared about their concerns with this development. Ms. Collins mentioned the Sunset Drive slide and how that had affected the number of rental units and the value of surrounding homes. She expressed concerns that this subdivision would have the same problems.

Mayor Stevenson asked Scott Carter if the types of protections that were being put in place with this project were available when the Oak Forest area was developed.

Scott Carter said no; the City did not have the standards it had today relative to geological studies. He said

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Hidden Hollow had geological studies that extended northward and included Country Hollow, which was one development. Scott said Heather Glen had a geological study and was not done to the extent that was being discussed with this project. He said a couple of the homes that slid were built a little different than a typical construction; they added greater footings and rebar, but it still didn't work.

Scott said with this development, there had been 7 years of reviewing soils and groundwater, and manipulating that landscape to be safer. He said that wasn't done in the case of Heather Drive or Sunset Drive.

Donna Chipman, 1548 East 2050 North, said she previously lived on Sunset Drive, but her house was one of the homes that slid. Ms. Chipman said they had done everything that the geotechnical engineers recommended and they had 4 sump pumps in their basement, and it still slid. She said this property had geotechnical issues. Ms. Chipman said residents were being told that it would work, but they were told that before. She said the City should make the developers set aside a fund to ensure that it would not slip.

Councilmember Petro asked what amount Ms. Chipman would suggest should be in that fund.

Ms. Chipman suggested \$1,000,000.

Councilmember Day asked Gary Crane to explain the possibilities of that.

Gary said it was a little bit like requiring car manufacturers to put a hold harmless in place for every purchaser of a vehicle. He said it was much better to put things in place up front and then the individual homeowner could insure their home for whatever damage they thought would occur. Gary said the whole purpose of indemnification was to treat something after the fact; you were better off if you treated the problem before the fact. He said another consideration was that there were no other subdivisions in the State that ever guaranteed their homes past the normal warranty period. Gary said the Council had the responsibility to look at those things the City was requiring the developer to do, and they couldn't exceed what was reasonably necessary to address the impacts of the development on the City and surrounding area. He said even if the City required a million dollars to be placed in an account for 10 years; the England's home slid 20 years later. Gary said the developer and City would be better off to take the precautions ahead of time so that those types of events didn't occur, rather than coming back after the fact. He said the best legal action for the City to take was to notice the issues, which was what the City would be doing on the recorded plat. Gary said this allowed for people to make informed decisions about the areas they were moving into. He said the City couldn't guarantee every single hazard and every single event that was going

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to occur in the City.

Councilmember Freitag said when Ms. Chipman bought her house, had that mitigating already been done, or was it something that was done after the fact; he thought that it was done after the fact. He said a big difference in his mind was that they were talking about trying to deal with these problems before anything was ever built, but in Ms. Chipman's case it was something that was recommended be done after the house had already started to slide; was that generally correct.

Scott said yes.

David Paulsen, 1555 East 2050 North, indicated that he had shown a video to the Mayor the other night; he wanted to show the video that explained winter conditions on Antelope Drive near where Emerald Drive would connect. Mr. Paulsen showed the video. He said he would like to see a better intersection at 1600 East and not a private street access. Mr. Paulsen requested that Emerald Drive be completed from the beginning of the development. He mentioned that the developer he worked for put a road in, up front of development, in Saratoga Springs.

Councilmember Freitag asked Mr. Paulsen what the address was of the road and if it was of similar topography.

Mr. Paulsen said it was in the downtown area of Saratoga Springs, but he didn't know the address. He stated that it was on flat ground.

Mayor Stevenson said if there was no proposed development, would Mr. Paulsen be asking the City to put a road through at Emerald Drive.

Mr. Paulsen said no; that was apples and oranges. He said for public safety, another viable alternative, other than onto Antelope Drive, should be given to this development from day one. Mr. Paulsen requested that the mass grading be done at one time and not in phases.

Councilmember Day asked if the Mayor wanted to wait for Mr. Flood to answer everything at the end, or answer questions as they arose.

Mayor Stevenson said he would have everyone address their concerns first.

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Dale Thompson, 2547 East 1825 North, indicated that he was against the high density of the development because of additional traffic on Antelope Drive, particularly in the winter. Mr. Thompson said it didn't make sense to crowd more people into this area.

Daniela Harding thanked the Mayor and Council for their time in reviewing this project and addressing their concerns. She indicated that the project should be mass graded. Ms. Harding said they believed that the City Staff illegally issued a permit to phase grade the project. She said they were insisting that the developer complete Emerald Drive up front.

Karlene Kidman, 2056 North 1650 East, expressed concerns with the water drainage issue. She explained issues with her home and the mitigation installed to alleviate the problems.

Jeff Merkley, 1777 East Beechwood Drive, expressed concerns with the townhomes being located so close to expensive homes on Beechwood Drive and asked that the developer move the townhomes to another area of the development. He said there were no other multi-family units in the area. Mr. Merkley said kids would not qualify for bussing from this development.

Mayor Stevenson asked Staff to bring up Google Earth of the area.

Mike Flood identified on Google Earth where the townhomes would be located.

Councilmember Day asked Mr. Flood if there was any room for the developer to budge on that issue.

Mr. Flood said no; they were asking to move townhomes to a cottage home area. He explained that the townhomes and cottage homes were separate HOAs with different costs because of the private roads.

Councilmember Day asked Mr. Flood about making the second connection onto Antelope Drive a public road, which was mentioned earlier.

Mr. Flood explained the problem with having additional traffic on a private road that the townhomes were responsible for maintaining. He said additionally, he didn't know if trying to disperse traffic halfway up the slope of Antelope Drive would be more dangerous than dispersing it at the flat part of the slope. Mr. Flood said Emerald Drive was designed with at 66-foot right of way that would allow for proper lane movement and stacking; the short private road would not accommodate that. Mr. Flood said he thought that it would create more traffic issues.

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Mr. Flood said keeping the townhomes and cottage homes separate would help develop a sense and feel of community. He said the natural flow of traffic would be on Emerald Drive. Mr. Flood said Destination Homes had indicated that they did not want a looping road; it was a bad idea for their townhome product.

Tamera Shilling, 1479 East Beechwood Drive, requested that tilt monitoring and vibration monitors be installed on all homes within 100 feet of the development, and on new homes as they were built.

Ja Eggett, 1548 East 2050 North, said he formerly lived on Sunset Drive. He said whenever homes were built in flood areas, flood insurance was required. He asked if the City could require that land slide insurance be purchased on homes that were constructed in a landslide area. Mr. Eggett expressed appreciation for the builder working to make the trail system work within the development to the park. He suggested that there should be parking near the park; 90% of people drove to parks. Mr. Eggett indicated that if parking wasn't provided there would be issues with cars parking on the streets. He requested that the Council not approve the preliminary plat without these issues being addressed.

Councilmember Freitag said several of the speakers had indicated that they wanted this tabled until the issues were addressed; a lot of the questions had been addressed whether they had been addressed to a person's satisfaction or not was a different issue. Councilmember Freitag asked Mr. Eggett what was he specifically requesting that the Council consider before approving the preliminary plat.

Mr. Eggett said to make sure there was a parking area provided for the park.

David Ense, 1951 North 2000 East, said several questions addressed safety of people on Antelope Drive. He asked what the grade was of Antelope Drive. Mr. Ense indicated that he was an aerospace engineer.

Woody said the slope was 12%.

Mr. Ense said there had been discussion about not connecting Emerald Drive on the west side of the development onto Church Street because it was an 11% grade, but Antelope Drive was 12%. He said he didn't think the developer would be responsible for extending the sidewalk along Antelope Drive, past the development to the next intersection, because of the cost. Mr. Ense said there should be a study of the costs of extending the sidewalks and building the retaining walls before approval was given for the development. Mr. Ense expressed concerns with the clay soil in the area and slip planes.

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Mayor Stevenson said the City had tried to cross every “T” and dot every “I” with having geotechnical experts involved in the process. He said Mr. Ense had concerns, but the City had been told by two geotechnical engineering firms that there was no problem. Mayor Stevenson said the developer had been required to jump through hoops so that the City could make sure this was a viable area to build. Mayor Stevenson asked Mr. Ense to help him understand his concerns.

Mr. Ense said he was an engineer in the aerospace industry; he was not a geological engineer. He said that things could change and mistakes could be made. Mr. Ense said he heard an engineer state that the soil was clay and silt, and based on his understanding of clay, that didn’t match with setting a foundation and having that foundation stay. He said there could be 10 experts, but he was asking that it continue to be addressed.

Mayor Stevenson said on that specific point, the City hired an outside firm. He said the City was not paying someone off to give them the answer they were looking for; the City was paying them to do an unbiased review of the project. Mayor Stevenson said he appreciated Mr. Ense’s concerns, but the City had tried to cross every “T” and dot every “I” through this process in order to protect the City and the citizens.

Donald Berube, 1865 North 1480 East, said there was an active land slide east of his home on Beechwood Drive. He mentioned a Landslide Commission that was formed by Governor Huntsman; what happened to that Commission and their recommendation relative to slide areas.

Drew Lewis, 2057 North Sunset Drive, said relative to limiting rental properties through the HOA; unless it was in writing it wouldn’t happen. He suggested that the rental units be limited to no more than 5% of the total number of units. Mr. Lewis requested that it should be a condition of approval.

Mayor Stevenson asked Mr. Lewis how many of the 52 townhome units should be allowed to be rentals.

Mr. Lewis said it should be 5% of the total number of houses and townhouses.

Mayor Stevenson asked how many rental units were in the surrounding areas.

Mr. Lewis said he was in the Autumn Woods Subdivision and in his area it was probably at 25%.

Mayor Stevenson said it would be impossible to put in place and enforce rental restrictions on single family homes. He said the HOA could put a limit on rentals in the townhome area.

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Steve Collins, 1765 East 2100 North, expressed appreciation to the Mayor and Council for listening to their concerns. He mentioned the City's mission statement relative to citizen involvement and enhancing the quality of life. Mr. Collins expressed concerns with safety and quality of life. He asked the Council to postpone approval of the preliminary plat to address these issues. Mr. Collins reiterated issues that had been raised earlier in the meeting by other residents.

Mayor Stevenson asked Mr. Collins if he had problems with the conceptual plan Mr. Flood was presenting.

Mr. Collins said yes.

Mayor Stevenson asked Mr. Collins to help him understand what the City was supposed to do when a property owner had the zoning in place; the property owner had done everything the City required; the property owner had jumped through many hoops; all of the studies were in place that were required to show that this could take place; and the property owner had made many concessions.

Mayor Stevenson mentioned crosswalks that had been installed in other areas of the City. He indicated that the City could install a crosswalk on Antelope Drive if it was needed. Mayor Stevenson said the School District had indicated that they were not sure which school the students from this development would attend; there may not be a need for a crosswalk. He explained the process he had gone through to try and understand the issues and listen to both sides. Mayor Stevenson said not everyone was going to be 100% happy.

Mayor Stevenson said most subdivisions in the City were built through a phasing process. He said relative to monitoring the homes being built; there were homes being built all across the City that were not required to have monitoring equipment on them. Mayor Stevenson said there were large trucks and construction equipment in those areas as well.

Mayor Stevenson said this would be a very nice project in the area with the park and trails. He said there would be additional street connections, and possibly an additional connection onto Church Street sometime in the future when additional property in the area developed.

Mayor Stevenson said when he lived in the Oak Forest area years ago, none of the development below that was in; now that entire area had developed. He asked if the City shouldn't have built the Heather Glen area because of the house that slipped; if that home had been there first and slipped, should the City not have allowed any other homes to be built in the area, or should the City have done a lot more due diligence to make sure things were as safe as possible.

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Mayor Stevenson said he thought the City had done that with this development. He said everybody had a different idea of what should be done. Mayor Stevenson said the developer had drastically lowered the number of townhomes because of concerns from residents. He said he didn't see anything that didn't indicate that the developer had done everything that had been asked of him, which was more than most developers were asked to do. Mayor Stevenson said the developer had worked with residents to try and make things better in the area; and the City was looking at what could be done to make the intersection on Antelope Drive as safe as possible. He said the City couldn't make everyone happy.

Mayor Stevenson said he couldn't see any reason to table this. He said the Council could put stipulations in place that would have to be met before the final approval was given. Mayor Stevenson said this was not final approval tonight; approval tonight would move the process to the next step. He said this was the time for the Council to make stipulations; if those stipulations were not met, final approval would probably not be granted.

Mayor Stevenson said he had learned a lot through this process. He expressed appreciation to everyone for their input and kindness to him through the process.

Mr. Collins said the residents were not anti-growth or anti-development. He said they were Layton citizens; this was their home. Mr. Collins said developers came into the area to use their resources and to make a gain, but the citizens were the ones that should set the standards by which they accept or reject those developments.

Mayor Stevenson said at some point and time, a previous Council agreed with this zoning and also agreed that there could be a PRUD overlay on the project. He said along with that previous approval, the developer had done everything that was required. Mayor Stevenson said the residents were now saying that yes, the developer followed all of the rules, now they wanted to challenge the developer on those rules.

Mr. Collins said that was not what the residents believed. He said the residents didn't have this interaction before and didn't know all of the rules. Mr. Collins said they were asking that the Council hold off on the approval so that the dialog could be continued. He said they recognized that they may come out of the dialog without the buffer that they wanted, or they may not get the road on the southwest end, which they felt was a high priority. Mr. Collins said they appreciated and believed that it was through the dialog process that they could work out some of the bumps, but they felt that the process evolved. He said relative to Heather Glen, it wasn't as good as it could have been. The goal was to have it more right. Mr. Collins said there was an

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opportunity to find a common ground, and they were close.

Mayor Stevenson said if the Council tabled this and called the developer in tomorrow, and he indicated that he wasn't willing to change anything else, where were they in the process. He said the developer didn't have to do as much as he had already agreed to do; he could have a higher density and he didn't have to put the trails in. Mayor Stevenson said if the developer indicated that he had done all that he could do, what should the City do.

Mayor Stevenson said the City would figure out some of the safety issues.

Mr. Collins said if the developer indicated that he wouldn't do anything, the City and citizens in partnership should state the standards that they felt were important and critical for the citizens, and allow the developer to decide if he wanted to continue with the development. He said he didn't think that it needed to get to that point; it needed to continue through the process.

Dave Paulsen said State Statute indicated exactly what the Mayor had stated; the developer had the right for approval if he followed all the different things and paid all the things he was suppose to, but then the word "unless" came. He said the unless was, "if it jeopardized a public interest." Mr. Paulsen said if that public interest was safety, then the City could go to the developer and state that in the interest of public safety, the City needed to see "this" done. He said if that consensus was never reached, the Council would make the decision for approval and they would move on. Mr. Paulsen said the City Council had the ability, the right and the responsibility to get that "unless" evaluated. He said that was all they were waiting for tonight.

Mr. Paulsen said they agreed that the developer had fulfilled the first part of the State Statute, but they believed that the development was jeopardizing the second part of the State Statute, and therefore the Council could vote the way they wanted to, and they could until they believe the developer has satisfied the "unless" clause; and then it would move forward. He said it was the Council's decision.

Mayor Stevenson asked Mr. Paulsen to reaffirm what the safety issues were.

Mr. Paulsen said they still believed that the road should be put in all the way through, so that they could have another exit. He said they believed that the developer should have to mass grade the property. Mr. Paulsen said this had gone on long enough; it should be turned over to the Council for their decision.

MOTION: Councilmember Freitag moved to close the conversation and take action on this item.

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Councilmember Petro seconded the motion.

Mayor Stevenson said relative to the length of the meeting, he wanted to make sure all of the residents were given a chance to voice their opinion.

Gary Crane said relative to the section of State Statute that Mr. Paulsen referred to, he was involved in the drafting of that law several years ago. Gary said this was after the Western Land Equities Case, where those things that were written into an ordinance were applicable on a developer, unless there were some very, very high exceptions. He said the first was that there needed to be compelling, countervailing public reason for turning it down; the second was if the City was in the process of changing the ordinance. Gary said those were the only two reasons the City could not approve a development.

Gary said the City had responsibility to put together enough information, and the City had done that in this case, to be able to justify moving forward. He said compelling, countervailing public interest was almost an impossible standard, unless you were falling off the cliff. Gary said the “unless” was not specifically for a rational basis type of determination, it was a very high standard.

Daniella Harding said she and Mr. Paulsen made an appointment with a high level official at the State Capitol, who did not want to go on record, about this particular statute. She said they were told that the Council absolutely had the right to deny this application. Ms. Harding said safety was a massive issue here that was just beginning to be addressed. She said she didn’t think the residents were being unreasonable. Ms. Harding said she respectfully disagreed with Mr. Crane, based on what they were told.

MOTION: Councilmember Day moved to table a decision on the preliminary plat until the next Council meeting, date certain of May 7, 2015, and in the meantime that the Council have a meeting to discuss some of the issues that were brought up this evening. Councilmember Petro seconded the motion.

Councilmember Freitag asked Councilmember Day if there were specific things he wanted addressed.

Councilmember Day said no. He said he felt that there were enough concerns expressed, and some of the issues had not been agreed to by the developer. Councilmember Day said he didn’t think there needed to be additional comments taken.

MOTION (continued): The motion passed unanimously.

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Mr. Flood said he didn't have an opportunity to respond to any of the comments, but everyone else had been allowed to speak. He asked for a summary; he asked that each Councilmember explain why they had voted the way that they did.

Gary Crane said there had been a motion made, and voted to table the preliminary plat approval.

Mr. Flood said he was disappointed that he wasn't given an opportunity, after everyone else had been allowed to ask and answer questions, to respond. He said he appreciated everyone's time; he would go home and accept the table, but he was very disappointed. Mr. Flood said he had never been in a public meeting where the developer wasn't allowed to address some inaccurate comments and statements. He said they had met every condition in the City's ordinance; they had met every condition the Staff had put forward; and they had even made accommodation after accommodation. Mr. Flood said that was rarely acknowledged in this meeting; they gave the residents a trail, and there were dozens of other things that they had acquiesced on, and it wasn't acknowledged. He said they had given and given and given. Mr. Flood asked the Mayor and Council to understand his frustration.

Mayor Stevenson said tabling this just meant that it would be picked up where it was left off.

Mr. Flood said tabling this hurt no one but the developer. He said time was money and they had been waiting for years on this development. Mr. Flood said he understood that residents felt that nothing had been done to accommodate them or help them. He said there were probably 23 hours of public hearings that had been racked up, and they had tried to accommodate where they could. Mr. Flood said in the end, they had a property right to develop their land, within the ordinance and within the General Plan, in a manner that they saw fit, if it met those ordinances. He said it may not address everyone's problem or concern, but they had tried to do that.

Councilmember Freitag said he understood what Mr. Flood was saying; he understood the frustration. He said between now and May 7th, there needed to be some refinement in the messages the Council was receiving. Councilmember Freitag said the Council needed to focus on the very specific issues of safety, and he thought that the Council would be able to do that in the next meeting. He said Mr. Flood was privy to the discussions this evening, but he wasn't privy to all the other feedback and information the Council had received from the people that they represented.

Mr. Flood said maybe a GRAMA request would help him understand what was different.

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Councilmember Freitag said he would give Mr. Flood everything that he had.

Mr. Flood said if things were being addressed outside of a public meeting, he needed to know that to know what he was up against. He said the current plan addressed several concerns that had been brought up over several years. Mr. Flood said he had listened and tried to address all the concerns. He said he was now being told that there were other things going on underneath the surface.

Councilmember Freitag said he was saying that the Council was trying to balance the residents' needs and the developer's needs. He said he would encourage Mr. Flood to keep doing things the way he had been doing them; he didn't think Mr. Flood had made any mistakes. Councilmember Freitag said he didn't think the Council had every answer in their mind solid.

Mayor Stevenson expressed appreciation to everyone.

The meeting adjourned at 12:08 a.m.

Thieda Wellman, City Recorder

D R A F T

**MINUTES OF LAYTON CITY
COUNCIL STRATEGIC PLANNING
WORK MEETING**

MAY 28, 2015; 5:04 P.M.

**MAYOR AND COUNCILMEMBERS
PRESENT:**

**MAYOR BOB STEVENSON, JOYCE BROWN,
TOM DAY, SCOTT FREITAG AND JOY PETRO**

ABSENT:

JORY FRANCIS

STAFF PRESENT:

**ALEX JENSEN, BILL WRIGHT, PETER MATSON,
SCOTT CARTER, JAMES (WOODY) WOODRUFF,
TERRY COBURN, STEVE JACKSON AND
THIEDA WELLMAN**

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

Mayor Stevenson opened the meeting.

ITEMS FOR DISCUSSION:

DISCUSSION REGARDING MASTER TRANSPORTATION PLAN

Mayor Stevenson indicated that UDOT wanted a decision on the location of the interchange for the West Davis Corridor.

Councilmember Petro asked if there was additional information in order to make a decision.

Alex Jensen, City Manager, said UDOT hadn't received a decision from the Army Corp of Engineers, but they wanted everything put to bed on their end so that when the Corp made their decision they would be ready to move.

Mayor Stevenson said a decision didn't have to be made tonight.

Alex said Staff had traffic information to present and asked if there was anything else Staff could provide to help Council make a decision.

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Councilmember Day asked about the information the Council had received in the UDOT model.

James “Woody” Woodruff, City Engineer, said the traffic data was from the Wasatch Front Regional Council. He said the City’s counts were updated information and had been done more recently than the Wasatch Front Regional Council numbers.

Alex said UDOT had indicated that the impacts on 2200 West would be more than on 2700 West, and the updated City numbers showed the same trends. He said both sets of numbers were telling the same story.

Councilmember Petro asked if there was another option; if 2700 West was selected, instead of the road bending to the right to a more easterly alignment, could it go to the west a little and miss all the homes in that area.

Councilmember Freitag arrived at 5:10 p.m.

Councilmember Day said he had been asked if it couldn’t be at a different location than 2200 West or 2700 West.

Alex asked, as the Council spoke to residents about the interchange, did the people understand that the road north of Hill Field Road would be a much narrower road through the subdivisions.

Councilmember Day said people that lived on 2200 West were looking at any other alternative.

Woody displayed a map and explained the difficulty in dealing with the power line and alignment of the street at 2700 West. He explained new subdivisions that were already approved in the area that would impact the alignment. Woody explained that the subdivision roads could be narrowed to slow traffic. He said residents favored the road ending at Hill Field Road and not continuing north through the subdivision, which would disperse traffic east and west on Hill Field Road.

Mayor Stevenson said on 2200 West, most of the impacted houses were north of Hill Field Road, north to Gordon Avenue. He said traffic on that road would increase and asked Woody what roads in the City would have similar traffic.

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Woody said the traffic projection for 2200 West would be similar to what Gentile Street was at now. He said 2200 West could be restriped to 3 lanes, but parking would be restricted. Woody said traffic patterns would change with the West Davis Corridor; there would be another intersection further north and west in Syracuse, which would lessen traffic on Layton streets.

Alex said the value of this road was a lot greater than moving traffic; the City would have an opportunity to promote development in certain areas. He mentioned roads that were built 25 years ago that caused development to happen.

Mayor Stevenson asked to see a map of the area of the connection in Kaysville at 200 North and in Syracuse. Discussion suggested that there wasn't a lot of opportunity for commercial development in those areas.

Councilmember Brown said in previous discussions, Staff indicated that there was a lot more opportunity for commercial development at 2700 West than 2200 West.

Bill Wright, Community and Economic Development Director, displayed conceptual drawings of the commercial areas at both locations.

Alex said in discussions with UDOT, their opinion was that the interchange at 2200 West would be pushed to the north, which would lessen the available commercial area.

Council and Staff discussed commercial uses at both locations. They discussed the alignment of the corridor and Layton Parkway. They discussed traffic flow in the area.

Mayor Stevenson mentioned street development in the past and how that had driven commercial development. He said decisions had to be made looking into the future.

Councilmember Petro mentioned preserving agricultural areas; there appeared to be more opportunities to preserve agriculture with the 2700 West alignment.

Councilmember Day mentioned that too much commercial would not thrive or even survive. He

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mentioned some commercial areas in the City that had struggled.

Mayor Stevenson said the population along the Wasatch Front was going to double; things would change. He said it came down to potential; a lot of this area wouldn't change for a number of years.

Councilmember Brown said you had to plan for the possibility of commercial development.

Alex said the idea was not to focus too much on commercial, but on office space and job creating centers. He said the commercial uses on Marshall Way were not job creating commercial uses; the City was looking for larger job creating companies. Alex said that was why Eastgate was developed.

Councilmember Brown mentioned the exit in Lehi with Thanksgiving Point, Adobe and housing; this was a nice mix. She said something similar could happen here.

Councilmember Day said when he looked at the two options he didn't think there would be a lot of difference in commercial development at either location.

Councilmember Freitag asked which location Councilmember Day preferred.

Councilmember Day said he didn't know.

Councilmember Freitag said they were just going over the same information; what did the Council need to know to make a decision.

Councilmember Petro asked if Councilmember Freitag was ready to make a decision.

Councilmember Freitag said yes.

Mayor Stevenson asked the Council what additional information they would like to see.

Councilmember Day mentioned that he wanted more information about the options on 2200 West and not widening it to the full 100-foot; could five lanes of traffic be accommodated through some other option like restriping, smaller park-strips or smaller sidewalks.

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Councilmember Brown said she would rather have her home taken than having a narrower road with the same amount of traffic.

Councilmember Day said he would somewhat agree with Councilmember Brown when it came to the older homes, but not necessarily with new homes.

Woody said they looked at two scenarios on 2200 West up to Hill Field Road; an 88-foot right of way and a 100-foot right of way. He said both scenarios would allow for 5 lanes and the taking of homes was only a difference of 3; 17 homes versus 20 homes.

Councilmember Day said the interchange would take some homes.

Woody said yes; 7 to 10 homes. The widening would take 7 to 10 additional homes.

Mayor Stevenson asked what it would be from Gordon Avenue to Antelope Drive.

Woody said it was 22 homes regardless of the width.

Council and Staff discussed the possibility of going to 3 lanes, similar to Gentile Street, and leaving it at the current width. They discussed the homes that were taken when Gordon Avenue was widened and how that street functioned.

Woody said 2700 West would impact 1 home.

Council and Staff discussed possible traffic flow in the area.

Mayor Stevenson said at some point in the near future a decision would have to be made.

Councilmember Petro said she would like more information about what the overall general plan was for the west Layton area.

Councilmember Freitag said the last update to the West Layton General Plan was done in 2001.

D R A F T

Alex said the last updated Plan didn't include any of these types of uses because the City had never envisioned that there would be an interchange.

Councilmember Petro said she would like to look at that Plan and compare what was planned then versus what they were trying to plan now. She said that would help her understand it better.

Bill displayed a map of planned development in the area, which included commercial nodes.

Council and Staff discussed zoning in the west area of the City.

Peter Matson, City Planner, said the Plan included descriptions of the commercial nodes.

Councilmember Brown asked if Staff could project how many people would live west of Main Street in 2040 and how many would live east of Main Street. She said most of the commercial development in the City was east of Main Street. Where would the people living on the west side of Main Street shop?

Councilmember Petro said if the City didn't have commercial on the west side they would go to neighboring cities to shop.

Council and Staff discussed commercial development in other cities.

Bill said good planning included convenient shopping areas for neighborhoods.

Mayor Stevenson said the proposed junior high and elementary schools would impact development in the area as well. He mentioned development that had happened around Sand Springs Elementary and Ellison Park Elementary.

Councilmember Brown said as the interchange moved forward, whether it was at 2200 West or 2700 West, did the Council need to look at amending the General Plan to protect the area designated for a business park so that it didn't get developed into homes.

Discussion suggested that that should be a consideration.

D R A F T

Mayor Stevenson said the Council would need to make a decision in the next few weeks. He asked Council to let him know if they needed additional information.

DISCUSSION REGARDING TRAILS UPDATE

Mayor Stevenson said they wanted to talk about how to make things start to happen with trails in the City. He said the gas tax would allow for funding of trails.

Scott Carter, Special Projects Manager, said the Transportation Plan and the Parks and Recreation Plan had a trails element. He said Staff was working to combine those efforts.

Scott displayed a map of future trails including a connection from the existing trail at 1450 East Kays Creek Drive that would eventually continue to Golden Avenue and join into Commons Park. He indicated that most of the trail could travel over an existing sewer line easement. Scott provided information about the cost of various sections of the trail. He indicated that Staff had been discussing the possibility of tunneling under Fairfield Road, which could be done when Fairfield road was widened. Scott mentioned the difficulties with property acquisition in some of the areas.

Council and Staff discussed a trail along the canal right of way and problems crossing Hill Field Road by Northridge High School.

Council and Staff discussed the Adams Canyon area. They discussed the Bonneville Shoreline Trail.

Mayor Stevenson said it appeared that the City needed to talk to a couple of families about acquiring some property for a trail.

DISCUSSION REGARDING WATER MASTER PLAN

This item was not discussed.

D R A F T

MISCELLANEOUS:

Mayor Stevenson indicated that there were tickets available for the concert on June 6th. He indicated that the City had some tickets available for all of the concerts if the Council had someone they wanted to give them to. Mayor Stevenson said this was a good opportunity to promote the City.

Councilmember Petro asked about the Sounds of Freedom celebration and the parade.

Mayor Stevenson indicated that the Council had been invited to walk or ride in the parade on June 13th. He said the Parks and Recreation Department could order flags that the Council could pass out for people to wave.

Discussion suggested ordering the flags.

Mayor Stevenson said shirts and hats with the new logo would be available for the July 4th parade.

Mayor Stevenson reported on the recent ICSE Conference that was held in Las Vegas. He said the City made some productive contacts.

Councilmember Freitag asked if anything had happened on the Phillips Street issue since the last Council meeting.

Bill said there was a meeting scheduled next week.

Councilmember Freitag said he had driven through the area and felt that any development in the area would help improve the area.

Woody said the road did need to be overlaid, but it hadn't been done yet due to budget constraints.

Mayor Stevenson mentioned positive feedback relative to the Interfaith Council. He said they had visited with a variety of churches.

D R A F T

Mayor Stevenson mentioned a meeting with the Lt. Governor about a binding election on the fiber optic issue.

Councilmember Freitag asked if a decision had been made on Council compensation versus benefits.

Mayor Stevenson said it was part of the budget process and would take place the first of the year.

Councilmember Petro mentioned the RAMP tax resolution being on the next Council agenda.

The Mayor and Council discussed having Tage Flint present information about Weber Basin and how the City should look at water coming off the mountains and ways to control it.

Councilmember Freitag asked where the IHC process was.

Mayor Stevenson said they would be making an announcement at the Doobie Brother Concert, which they were sponsoring. He said groundbreaking would be in August.

Councilmember Day asked what they were building.

Mayor Stevenson said they would be building a surgical center that could attach to a larger center in the future.

The Mayor and Council discussed the progress of WinCo.

The meeting adjourned at 7:06 p.m.

Thieda Wellman, City Recorder

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

Item Number: 3.A.

Subject:

Presentation - Layton Independents Week

Background:

In December 2013, Local First Utah presented to the Council information about their organization. After that meeting, Local First Utah requested that Layton City participate in their summer campaign, Independents Week. During Independents Week, Local First Utah is asking municipalities to proclaim the value of locally owned, independent businesses to our economies and communities.

Alternatives:

N/A

Recommendation:

N/A

Whereas, Independents Week provides a time to celebrate the independence of the members of the community of Layton City and the entrepreneurial spirit represented by the core of local independent businesses; and

Whereas, the individual decisions every community member makes today affects the future of the City; and

Whereas, local independent businesses help preserve the uniqueness of the community and provides a sense of place; and

Whereas, the core of independently-owned businesses give back to the community in goods, services, time and talent; and

Whereas, independent business owners and employees enrich community members' shopping experiences with knowledge and passion; and

Whereas, as the City celebrates Independents Week 2015, it is recognized that the direction of the City is determined by our enterprise and effort.

Now Therefore: The Mayor of Layton City, Robert J Stevenson and the Layton City Council, do hereby proclaim the week of July 1-7, 2015, as ***Independents Week*** and salute community members and locally owned independent businesses who are integral to the unique flavor of the City and honor efforts to make the City the place to live and work.

In Witness Whereof: I have caused the Seal of the City of Layton, Utah, to be affixed on this 18th day of June, 2015.

Mayor_____

Date_____

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

Item Number: 5.A.

Subject:

Interlocal Agreement between Layton City and Davis County to Share Program Funds Provided by the 2015 Edward Byrne Memorial Joint Justice Assistance Grant Number 2015-H2540-UT-DJ - Resolution 15-37

Background:

Layton City and Davis County are submitting a joint application for the 2015 Edward Byrne Memorial Justice Assistance Grant in the amount of \$13,529 of which Layton City's portion is \$11,529. The grant requires the governmental entities to enter into an interlocal agreement regarding the distribution and use of the Federal funds. The City will use its portion of the funds to purchase a Modular IP-X mobile camera system.

Alternatives:

Alternatives are to 1) Adopt Resolution 15-37 approving the Interlocal Agreement between Layton City and Davis County to share program funds provided by the 2015 Edward Byrne Memorial Joint Justice Assistance Grant Number 2015-H2540-UT-DJ; 2) Adopt Resolution 15-37 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 15-37 and remand to Staff with directions.

Recommendation:

Staff Recommends the Council adopt Resolution 15-37 approving the Interlocal Agreement between Layton City and Davis County to share program funds provided by the 2015 Edward Byrne Memorial Joint Justice Assistance Grant Number 2015-H2540-UT-DJ and authorize the Mayor to execute the necessary documents.

RESOLUTION 15-37

**AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN LAYTON CITY AND DAVIS COUNTY, PERTAINING TO THE 2015
EDWARD BYRNE MEMORIAL JOINT JUSTICE ASSISTANCE GRANT NUMBER
2015-H2540-UT-DJ FUNDS**

WHEREAS, Layton City and Davis County are submitting a joint application for the allocated United States Department of Justice, 2015 Edward Byrne Memorial Joint Justice Assistance Grant Number 2015-H2540-UT-DJ funds in the amount of \$13,529.00; and

WHEREAS, Layton City has been designated as the administering agency for the grant funds allocation, and has met all of the requirements in regards to, public advertising of the proposed uses of the funds, E.E.O. regulations, auditing regulations; and

WHEREAS, the City Manager and Police Chief recommend the expenditure of the \$11,529.00 grant funds allocated as Layton City's share of the grant as proposed as being in the best interest of the public safety for Layton City; 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 of Layton City for Layton City to enter into the Interlocal Agreement and to expend the grant funds as proposed;

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

1. That the execution of the Interlocal Agreement and expenditure of funds known as "2015 Byrne JAG" is hereby approved for the purposes set forth in the attached Interlocal Agreement between Layton City and Davis County, which is made a part hereof.
2. That the Mayor be authorized to execute said agreement.

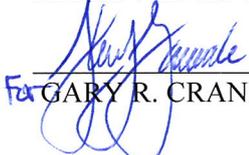
PASSED AND ADOPTED by the City Council of Layton, Utah, this ____ day of _____, 20__.

ROBERT J STEVENSON, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:



GARY R. CRANE, City Attorney

DEPARTMENT DIRECTOR:



ALLEN A. SWANSON, Chief of Police

AN INTERLOCAL AGREEMENT BETWEEN LAYTON CITY AND DAVIS COUNTY FOR THE PURPOSE OF DISTRIBUTING THE 2015 EDWARD BYRNE MEMORIAL JOINT JUSTICE ASSISTANCE GRANT NUMBER 2015-H2540-UT-DJ FUNDS

RECITALS

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, of the Utah Code Annotated 1953, as amended, in order to permit local governmental units to make the most efficient use of their powers to provide the benefit of economy of scale, authorizes public agencies of the State of Utah including counties and municipalities to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis any powers, privileges, and authority exercised or capable of exercise by such public agencies; and

WHEREAS, Layton City Corporation, a Utah municipal corporation, (hereinafter "Layton City"), and Davis County, a body politic and political subdivision of the State of Utah, (hereinafter "Davis County"), mutually desire to cooperate in applying and distributing grant proceeds described herein; and

WHEREAS, Layton City intends to make a joint application for the 2015 Edward Byrne Memorial Joint Justice Assistance Grant (hereinafter 2015 Byrne JAG) offered by the Office of Justice Programs, U.S. Department of Justice, on behalf of Layton City and Davis County; and

WHEREAS, Layton City and Davis County, (hereinafter jointly "Participants") anticipate a 2015 Byrne JAG joint application award amount of \$13,529.00, which amount the Participants intend to divide and distribute amongst themselves in the manner set forth in this agreement; and

WHEREAS, the Participants have negotiated the terms of this Agreement and determined that this Agreement is mutually beneficial to each Participant;

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the Participants hereto do hereby agree as follows:

**ARTICLE ONE
TERM**

1.01 This Agreement shall be effective for a term beginning October 1, 2014, and ending September 30, 2016.

**ARTICLE TWO
APPLICATION AND DIVISION OF 2015 BYRNE JAG PROCEEDS**

2.01 Layton City will: (a) make application for the 2015 Byrne JAG grant award on behalf of the Participants, (b) act as grant manager on behalf of the Participants, and (c) distribute 2015 Byrne JAG grant proceeds to the Participants in the manner set forth herein.

2.02 It is anticipated that the Participants will be awarded a 2015 Byrne JAG joint application award amount of \$13,529.00. Participants agree that Layton City shall manage the grant proceeds:

2.03 The Participants agree that Layton City shall distribute the joint application award amount amongst the

Participants as follows:

- 2.03.1 **Layton City**: Layton City shall receive \$11,529.00 in 2015 Byrne JAG funds. Layton City agrees to: (a) use the \$11,529.00 to purchase a Modular IP-X mobile camera system.
- 2.03.2 **Davis County**: Davis County shall receive \$2,000.00 in 2015 Byrne JAG funds. Davis County agrees to: (a) use the \$2,000.00 to purchase additional monitors, sound equipment, and computer hardware.
- 2.04 All 2015 Byrne JAG funds distributed shall be expended by the Participants for the purposes described herein during the term of this Agreement.
- 2.05 In the event the Participants receive a 2015 Byrne JAG joint application award of a total or incremental amount equaling more or less than \$13,529.00, the 2015 Byrne JAG funds shall be distributed amongst the Participants on a pro-rata basis, in the same proportion and for the same purposes as described above.

ARTICLE THREE MISCELLANEOUS

- 3.01 **No Separate Entity**. It is the intent of the Participants that this Agreement not create a separate legal entity to provide for its administration. It shall be administered by the Executive of each of the Participants. Participants shall not jointly acquire, hold or dispose of real or personal property pursuant this Agreement, except as specifically set forth herein.
- 3.02 **Privileges and Immunity**. All privileges and immunities which surround the activities of governmental officers and employees shall continue in full force and effect.
- 3.03 **Amendment**. This Interlocal Agreement may be changed, modified or amended only by written agreement of the Participants, upon adoption of a resolution by each of the Participants when approved as to form by each respective entity's attorney, and upon meeting all other applicable requirements of the Interlocal Cooperation Act.
- 3.04 **Effective Date**. This Interlocal Agreement shall become effective immediately upon the execution of an appropriate resolution, if required by law, approving this Agreement by each of the Participants. Per section 11-13-209 of the Interlocal Cooperation Agreement Act provides that "a[n] agreement made under this chapter does not take effect until it is filed with the keeper of records of each of the public agencies that are parties to the agreement."
- 3.05 **Governing Law**. This Agreement shall be governed by the laws of the State of Utah.
- 3.06 **Entire Agreement**. This Agreement shall constitute the entire agreement between the Participants and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon any Participant except to the extent incorporated in this Agreement.
- 3.07 **Indemnification**. Each Participant to this Agreement agrees to hold harmless, defend and indemnify the other, for and against any negligent or wrongful acts committed by its officers, employees or agents in relation to this Agreement.
- 3.08 **No Third Party Beneficiaries**. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

LAYTON CITY

Dated this _____ day of _____, 20 ____.

ROBERT J STEVENSON, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:

DEPARTMENT DIRECTOR:



GARY R. CRANE, City Attorney



ALLEN A. SWANSON, Chief of Police

DAVIS COUNTY

Dated this _____ day of _____, 20 ____.

COUNTY COMMISSIONER/Chairperson

ATTEST:

APPROVED AS TO FORM:

DAVIS COUNTY CLERK/Auditor

DAVIS COUNTY ATTORNEY/Deputy

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

Item Number: 5.B.

Subject:

Bid Award - Merrill Sheriff Construction, Inc. - Neighborhood Park - Resolution 15-40 - Located at 3500 North 2100 East

Background:

Resolution 15-40 authorizes the execution of an agreement between Layton City and Merrill Sheriff Construction, Inc. (hereafter referred to as MSCI) for the construction of a Neighborhood Park located at 3500 North 2100 East. The project includes the construction of sidewalk, light fixtures, landscaping, landscape irrigation, tennis and pickle-ball courts, playgrounds, and a restroom. This project is the first phase of construction for this park area.

Five bids were received, with MSCI submitting the lowest responsive, responsible bid in the amount of \$1,420,365. The Architect's estimate was \$1,404,345.

Alternatives:

Alternatives are to 1) Adopt Resolution 15-40 awarding the bid to MSCI for the Neighborhood Park; 2) Adopt Resolution 15-40 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 15-40 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 15-40 awarding the bid to MSCI and authorize the City Manager to execute the agreement for the Neighborhood Park.

RESOLUTION 15-40

**AUTHORIZING AN AGREEMENT WITH MERRILL SHERIFF CONSTRUCTION, INC.
FOR A NEIGHBORHOOD PARK AT 3500 N 2100 E LAYTON, UTAH**

WHEREAS, Layton City desires to build a neighborhood park at 3500 North 2100 East, Layton, Utah; and

WHEREAS, the City received bids for the construction of the referenced project on June 8, 2015, with the results of these bids attached hereto, for the Council's review; and

WHEREAS, City Staff has reviewed and evaluated each 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 Merrill Sheriff Construction, Inc. as the contractor for the Neighborhood Park.

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

1. Merrill Sheriff Construction, Inc. (hereafter referred to as MSCI) is conditionally selected as the lowest responsive and responsible bidder with whom the City Manager should conduct negotiations for the construction of the Neighborhood Park.

2. The City Manager is directed to conduct negotiations for an agreement (herein the "Agreement") with MSCI for construction of a Neighborhood Park. The terms of the Agreement shall address the terms and conditions of the Advertisement for Bids as well as the price and other responses to the contract documents contained in the bid submitted by MSCI 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 the construction of a Neighborhood Park.

3. At such time as the Agreement is in a form acceptable to the City Manager and City Attorney and after MSCI has properly executed said Agreement, the City Manager is authorized to execute the Agreement on behalf of the City. Execution of the Agreement by MSCI shall constitute MSCI's offer for the construction of a Neighborhood Park, pursuant to the terms and conditions of the Agreement. Execution of the Agreement by the City Manager shall constitute the City's acceptance of MSCI's offer and the formal award of the contract to MSCI for the Neighborhood Park, pursuant to the terms and conditions of the Agreement.

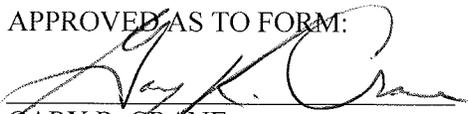
PASSED AND ADOPTED by the City Council of Layton, Utah, this **18th day of June, 2015**.

ATTEST:

THIEDA WELLMAN, City Recorder

ROBERT J STEVENSON, Mayor

APPROVED AS TO FORM:



GARY R. CRANE,
City Attorney

SUBMITTING DEPARTMENT:



DAVID R. PRICE,
Parks & Recreation Director

Neighborhood Park Bid Packets

<u>Company Name</u>	<u>Bid Amount</u>	<u>Alternate Price 1</u>	<u>Alternate Price 2</u>	<u>Alternate Price 3</u>	<u>Addendums</u>	<u>Supporting Docs</u>
MSCI	\$1,351,572.00	\$38,235.00	\$30,558.00	\$24,520.00	Y	Y
Valley Design & Construction Inc.	\$1,611,918.00	\$38,000.00	\$28,800.00	\$17,600.00	Y	Y
JLR - J. Lyne Roberts	\$1,685,055.00	\$39,965.00	\$22,900.00	\$12,600.00	Y	Y
Allstate Construction	\$1,577,610.00	\$38,257.00	\$30,220.00	\$17,918.00	Y	Y
CraCar Construction	\$1,364,670.00	\$34,365.00	\$26,860.00	\$26,073.00	Y	Y

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

Item Number: 5.C.

Subject:

Amend Title 2, Chapter 2.56, Section 2.56.010 of the Layton Municipal Code - Campaign Financial Disclosure in City Elections - Ordinance 15-20

Background:

During the 2015 Legislative Session, changes were made to Title 10, Chapter 10-3, Section 10-3-208 of the Utah Code, addressing the disclosure of campaign financials in a municipal election. In reviewing Section 2.56.010 of the Layton Municipal Code, it was determined that it would be more efficient to amend Section 2.56.010 by adopting and incorporating the provisions of the Utah Code as outlined in Section 10-3-208.

Alternatives:

Alternatives are to 1) Adopt Ordinance 15-20 amending Title 2, Chapter 2.56, Section 2.56.010 of the Layton Municipal Code regarding campaign financial disclosure in City elections; 2) Adopt Ordinance 15-20 with any amendments the Council deems appropriate; or 3) Not adopt Ordinance 15-20 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Ordinance 15-20 amending Title 2, Chapter 2.56, Section 2.56.010 of the Layton Municipal Code regarding campaign financial disclosure in City elections.

ORDINANCE 15-20

AN ORDINANCE AMENDING TITLE 2, CHAPTER 2.56, SECTION 2.56.010 OF THE LAYTON MUNICIPAL CODE REGARDING CAMPAIGN FINANCIAL DISCLOSURE IN CITY ELECTIONS; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, during the 2015 Legislative Session, changes were made to Title 10, Chapter 10-3, Section 10-3-208 of the Utah Code, addressing the disclosure of campaign financials in a municipal election; and

WHEREAS, in reviewing Section 2.56.010 of the Layton Municipal Code, the City has determined that it would be more efficient to reference Section 10-3-208 of the Utah Code Annotated, as amended, instead of making changes each time the State Code is amended; and

WHEREAS, the City Council of Layton City finds it to be in the best interest of its citizens to amend Section 2.56.010 of the Layton Municipal Code by referencing the Utah State Code, as amended, regarding the disclosure of campaign financials in City elections.

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

SECTION I: Repealer. If any provisions of the City's Code previously adopted are inconsistent herewith they are hereby repealed.

SECTION II: Enactment. Title 2, Chapter 2.56, Section 2.56.010 shall be amended to read as follows:

2.56.010. Campaign financial disclosure in City elections.

~~(1) Each candidate for elective office in the City shall file a signed campaign financial statement with the City Recorder at least once seven (7) days before the general election and at least once within thirty (30) days after the general election. The report shall include the itemized and total campaign contributions and expenditures for the candidate's campaign.~~

~~(a) The statement filed seven (7) days before the general election shall include the following information, as of ten (10) days before the date of the general election:~~

~~(i) a list of each contribution of more than Fifty Dollars (\$50.00) received by the candidate, and the name of the donor;~~

~~(ii) an aggregate total of all contributions of Fifty Dollars (\$50.00) or less received by the candidate; and~~

~~(iii) a list of each expenditure for political purposes made during the campaign, and the recipient of each expenditure.~~

~~(b) The statement filed within thirty (30) days after the general election shall include:~~

~~(i) a list of each contribution of more than Fifty Dollars (\$50.00) received after the cut-off date for the statement filed seven (7) days before the general election, and the name of the donor;~~

~~(ii) an aggregate total of all contributions of Fifty Dollars (\$50.00) or less received by the candidate after the cut-off date for the statement filed seven (7) days before the general election; and~~

~~(iii) a list of all expenditures for political purposes made by the candidate after the cut-off date for the statement filed seven (7) days before the general election, and the recipient of each expenditure.~~

~~(c) For the purpose of this Chapter, the term "contribution" shall mean all monies, in-kind contributions, and contributions of tangible things given to the candidate or to the organization representing the candidate, for the purpose of enhancing the candidate's campaign.~~

~~(d) For the purpose of this Chapter, the term "expenditure" shall mean the monetary, in-kind payment, or payment of tangible things to any person or entity, by the candidate or the candidate's representative, for the purpose of enhancing the candidate's campaign.~~

~~(2) — Candidates for elective office who are eliminated at a primary election, shall file a signed campaign financial statement containing the information required above, no later than thirty (30) days after the primary election.~~

~~(3) — Any person who fails to comply with this Section is guilty of an infraction.~~

~~(4) — Any person who fails to file an interim report seven (7) days before the general election, the City Recorder shall, after making a reasonable attempt to discover if the report was timely mailed:~~

~~(a) — shall, if practicable, remove the name of the candidate by blacking out the candidate's name before the ballots are delivered to voters; or~~

~~(b) — shall, if removing the candidate's name from the ballot is not practicable, inform the voters by any practicable method that the candidate has been disqualified and that votes cast for the candidate will not be counted; and~~

~~(c) — may not count any votes for that candidate.~~

~~(5) — Notwithstanding Subsection (4), a candidate is not disqualified if:~~

~~(a) — the candidate files the reports required by this Section;~~

~~(b) — those reports are completed, detailing accurately and completely the information required by this Section, except for inadvertent omissions, insignificant errors, or inaccuracies; and~~

~~(c) — those omissions, errors, or inaccuracies are corrected in an amended report or in the next scheduled report.~~

~~(6) — A report is considered filed if:~~

~~(a) — it is received in the Recorder's office no later than 5:00 p.m. on the date that it is due;~~

~~(b) — it is received in the Recorder's office with a postmark three (3) days or more before the date that the report was due; or~~

~~(c) — the candidate has proof that the report was mailed, with appropriate postage and addressing, three (3) days before the report was due.~~

For the purpose of this Section, all candidates for public office shall comply with the requirements outlined in Title 10, Chapter 10-3, Section 10-3-208 of the Utah Code, as amended. These provisions of State Code are hereby adopted and incorporated herein.

SECTION III: Severability. If any section, subsection, sentence, clause or phrase of this ordinance 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 ordinance.

SECTION IV: Effective Date. This ordinance being necessary for the peace, health and safety of the City, shall become effective immediately upon posting.

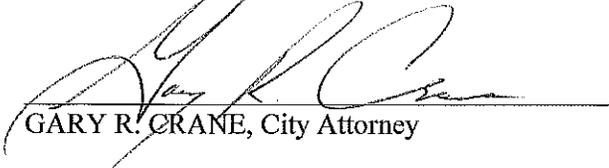
PASSED AND ADOPTED by the City Council of Layton, Utah, this 18th day of June, 2015.

ROBERT J STEVENSON, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:



GARY R. CRANE, City Attorney

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

Item Number: 5.D.

Subject:

Renewal of Franchise Ordinance and Franchise Agreement between Layton City and PacifiCorp (d/b/a Rocky Mountain Power) - Ordinance 15-24

Background:

A franchise for electric light and power was originally awarded to Utah Power & Light Company on October 19, 1995. The franchise has renewed every five years thereafter. Rocky Mountain Power, a subsidiary of PacifiCorp has requested a renewal of that franchise for an additional five years. The Franchise Ordinance and Franchise Agreement memorialize the terms of that franchise

Alternatives:

Alternatives are to 1) Adopt Ordinance 15-24 approving the renewal of the Franchise Ordinance and Franchise Agreement between Layton City and PacifiCorp (d/b/a Rocky Mountain Power); 2) Adopt Ordinance 15-24 with any amendments the Council deems appropriate; or 3) Not adopt Ordinance 15-24 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Ordinance 15-24 approving the renewal of the Franchise Ordinance and Franchise Agreement between Layton City and PacifiCorp, (d/b/a Rocky Mountain Power) and authorize the Mayor to sign the necessary documents.

ORDINANCE 15-24

AN ORDINANCE RENEWING THE FRANCHISE WITH PACIFICORP, D/B/A ROCKY MOUNTAIN POWER, AND APPROVING A FRANCHISE AGREEMENT FOR ELECTRICAL SERVICE IN LAYTON CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power ("PacifiCorp"), is a regulated public utility that provides electric power and energy to the citizens of Layton, Utah (the "City"), and other surrounding areas; and

WHEREAS, providing electrical power and energy requires the installation, operation, and maintenance of power poles and other related facilities to be located within the public ways of the City; and

WHEREAS, the City, pursuant to the provisions of Utah Code Ann. § 10-8-21, has the authority to regulate power line facilities within public ways and to grant to PacifiCorp a general utility easement for the use thereof; and

WHEREAS, the City desires to set forth the terms and conditions by which PacifiCorp shall use the public ways of the City; and

WHEREAS, the City Council of Layton City finds it to be in the best interest of its citizens to renew the franchise with PacifiCorp for electrical service in Layton City.

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

SECTION I: Repealer. If any provisions of the City's Code heretofore adopted are inconsistent herewith they are hereby repealed.

SECTION II: Enactment. Title 17, Chapter 17.02, shall be amended to read as follows:

Chapter 17.02 PACIFICORP FRANCHISE ORDINANCE

- 17.02.010. Purpose.**
- 17.02.020. Short title.**
- 17.02.030. Grant of franchise and general utility easement.**
- 17.02.040. Franchise grant.**
- 17.02.050. Term.**
- 17.02.060. Acceptance by Company.**
- 17.02.070. Rights reserved to the City.**
- 17.02.080. Extension of City limits.**
- 17.02.090. Early termination or revocation of franchise.**
- 17.02.110. Extension of City limits.**

17.02.010. Purpose.

The purpose of this Franchise Ordinance is to grant to PacifiCorp, d/b/a Rocky Mountain Power (hereinafter the "Company"), and its successors and assigns, a nonexclusive right to use the public streets, alleys, and rights-of-way, for its business purposes, under the constraints and for the consideration enumerated in the Franchise Agreement attached hereto as Exhibit "A," adopted and approved by this ordinance, and incorporated herein by this reference, as if fully set forth herein.

17.02.020. Short title.

The Ordinance shall be known as the PacifiCorp Franchise Ordinance.

17.02.030. Grant of franchise and general utility easement.

The City hereby grants to PacifiCorp the right, privilege, and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as "Electric Facilities") in, under, along, over, and across the present and future streets, alleys, public ways, and public places (collectively referred to herein as "Public Ways") within the City, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the City and persons and corporations beyond the limits thereof.

17.02.040. Franchise grant.

This Franchise Agreement does not grant, to the Company, the right, privilege, or authority to engage in community antenna (or cable) television business, although nothing contained herein precludes the Company: (1) from permitting those lawfully engaged in such business to utilize Company's facilities within the City for such purposes, or (2) from providing such service if appropriate authority, including franchise authority from the City, is obtained.

17.02.050. Term.

The term of the Franchise is for a period from and after the effective date of this ordinance, provided the term thereof is accepted by the Company, until August 18, 2020.

17.02.060. Acceptance by Company.

Within sixty (60) days after the passage of this ordinance by the City, PacifiCorp shall file an unqualified written acceptance of both the ordinance and the Franchise Agreement, with the City Recorder, otherwise the ordinance and Franchise Agreement and the rights granted therein shall be null and void.

17.02.070. Rights reserved to the City.

Without limitation upon the rights that the City might otherwise have, the City expressly reserves the following rights, powers, and authorities to:

- (1) Exercise its governmental power now, or hereafter, to the full extent that such powers are vested in or granted to the City;
- (2) Grant additional franchises to the same property covered by this franchise within the City to others, under any conditions acceptable to the City; or
- (3) Exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Utah, the laws of Utah, or City ordinances.

17.02.080. Extension of City limits.

Upon the annexation of any territory to the City, the right and franchise hereby granted shall extend to the territory so annexed to the extent that the City has authority. All facilities owned, maintained, or operated by the Company located within, under, or over streets, alleys, and rights-of-way of the territory so annexed, shall thereafter be subject to all terms hereof.

17.02.090. Early termination or revocation of franchise.

The City may terminate or revoke the franchise and all rights and privileges herein as specifically set forth in the Franchise Agreement.

17.02.110. Extension of City limits.

Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electric Facilities owned, maintained, or operated by PacifiCorp located within any Public Ways of the annexed territory shall thereafter be subject to all of the terms hereof.

SECTION III: Severability. If any section, subsection, sentence, clause, or phrase of this ordinance or the attached Franchise Agreement, 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 ordinance.

SECTION IV: Effective Date. This ordinance being necessary for the peace, health, and safety of the City, shall become effective immediately upon posting and upon written acceptance by PacifiCorp.

PASSED AND ADOPTED by the City Council of Layton, Utah, this 18th day of June 2015.

ROBERT J STEVENSON, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:



GARY R. CRANE, City Attorney

EXHIBIT "A"

FRANCHISE AGREEMENT

This FRANCHISE AGREEMENT entered into the date and year hereinafter provided, by and between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter "City"), and PACIFICORP, an Oregon corporation, d/b/a ROCKY MOUNTAIN POWER, (hereinafter "the Company").

RECITALS:

WHEREAS, a franchise for electric light and power was originally awarded to Utah Power & Light Company on October 19, 1995, and has been renewed every five (5) years thereafter; and

WHEREAS, Rocky Mountain Power, a subsidiary of PacifiCorp, an Oregon corporation, which company assumed the benefits and obligations of the 1995 Franchise Agreement with Layton City; and

WHEREAS, the City, in the exercise of its police power, ownership, and use rights over and in the public rights-of-way, and pursuant to its other regulatory authority, has determined that it is in the best interest of the public to renew for the Company, its successors and assigns, a non-exclusive franchise to operate its business within the City; and

WHEREAS, the City and the Company have reached an agreement that has been formalized in this Franchise Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration and further, in contemplation of subsequent approval by legislative action of the Layton City Council as hereinafter provided, the parties mutually agree as follows:

ARTICLE I

FRANCHISE ORDINANCE; TERM OF FRANCHISE; RENEWAL

1.1 Grant of Franchise. Concurrent herewith, the City intends to adopt an ordinance entitled PacifiCorp Franchise Ordinance. Such PacifiCorp Franchise Ordinance is incorporated herein by reference and made an integral part of this Franchise Agreement. The term of this Franchise is for a period of five (5) years from the effective date of the PacifiCorp Franchise Ordinance.

1.2 Renewal. At least one hundred twenty (120) days prior to the expiration of this Franchise Agreement, the Company and the City shall agree to either extend the term of this Franchise for a mutually acceptable period of time, or the parties shall use best faith efforts to renegotiate a replacement franchise. During negotiation, the Company shall have the continued right to use the Public Ways of the City as set forth herein, in the event an extension or replacement franchise is not entered into upon expiration of this Franchise Agreement.

ARTICLE II
COMPANY EXCAVATIONS AND RELOCATIONS

2.1 Franchise Rights to Use Public Property. The Company shall have the right to excavate in, occupy, and use any and all such streets, alleys, viaducts, bridges, roads, lanes, public ways, and other public places ("Public Ways") subject to the conditions of the City's ordinances, rules and regulations; provided, however, that the Company shall not, pursuant to this Franchise Agreement, place any new poles, mains, cables, structures, pipes, conduits, or wires on, over, under, or within any City park or other recreational areas identified as such in City ordinance. Nothing contained herein shall preclude the City from granting a revocable permit therefor.

2.2 Company Duty to Relocate. Whenever the City shall, in the interest of the public convenience, necessity, health, safety, and general welfare, require the relocation or reinstallation of any property of the Company or its successors, in any of the streets, alleys, rights-of-way, or public property of the City, it shall be the obligation of the Company, upon notice of such requirement, to promptly commence work to remove, relocate, or reinstall such property as may be reasonably necessary to meet the requirements of the City. Such relocation, removal, or reinstallation by the Company shall be at no cost to the City. Before requiring a relocation of electric facilities, the City shall, with the assistance and consent of the Company, identify a reasonable alignment for the relocated electric facilities within the Public Ways of the City. Any money and all rights of reimbursement from the State of Utah or the federal government, to which the Company may be entitled for work done by the Company pursuant to this paragraph, shall be the property of the Company. City shall assign or otherwise transfer to the Company all rights it may have to recover costs for such work performed by the Company and shall reasonably cooperate with the Company's efforts to obtain reimbursement.

2.3 Relocation for Private Development. The Company shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, the Company may charge the expense of removal or relocation to the developer or customer. For example, the Company shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition or caused by a private development.

2.4 City Duty to Obtain Approval to Move Company Property; Emergency. Except as otherwise provided herein, the City shall not, without the prior written approval of the Company, intentionally alter, remove, relocate, or otherwise interfere with any Company facilities. However, if it becomes necessary (in the judgment of the City Manager, City Engineer, Chief of the Fire Department, or Chief of the Police Department) to cut or move any of the wire cables, appliances, or other fixtures of the Company because of a fire, emergency, disaster, or imminent threat thereof, these acts may be done without prior written approval of the Company, and the repairs thereby rendered necessary, shall be made by the Company without charge to the City, but the Company shall not be precluded from making a claim against any third party who may have caused said damage for the cost of such repairs. Any written approval required by this Section, shall be promptly reviewed and processed by the Company and approval shall not unreasonably be withheld.

2.5 Subdivision Plat Notification. Before the City grants final approval to any new subdivision, the City shall submit the plat for review to the Company. Upon final approval of the plat, the City shall mail notification of such approval and a copy of the final plat to the Company:

Rocky Mountain Power
635 North 1200 West
Layton, UT 84041

ARTICLE III
PLAN, DESIGN, CONSTRUCTION, AND INSTALLATION
OF THE COMPANY FACILITIES; MAINTENANCE

3.1 Annual Information Coordination. Upon request, by either the City or the Company, not more often than annually, the Company and the City shall meet for the purpose of exchanging information and documents regarding construction and other similar work within the City, with a view toward coordinating their respective activities in those areas where such coordination may prove mutually beneficial. Any information regarding future capital improvements that may involve land acquisition shall, upon request, be treated with confidentiality.

3.2 Repair of Private Property. At any time the Company (in furtherance of its supplying electric service), disturbs the yard, residence, or other real or personal property of a customer, to the extent such repair or replacement was made necessary as a direct result of the operations of the Company, the Company shall restore or repair, at the expense of the Company, any fence, grass, soil, shrubbery, bushes, flowers, other low level vegetation, sprinkler system, irrigation system, gravel, flat concrete, or asphalt damaged or displaced, provided, however, the Company shall not be obligated under this Section to incur costs in excess of those customarily incurred by the Company. The requirements imposed upon the Company extend to any subcontractor or independent contractor that the Company might employ to perform the tasks outlined in this Section.

3.3 New Construction. In addition to the installation of underground electric distribution lines, as provided by applicable state law and regulations, the Company shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by City ordinance.

3.4 City Use of Company Trenches. Whenever the Company proposes to install new underground conduits or replace existing underground conduits within or under the Public Ways of the City, it shall notify the Director of Public Works as soon as practical and shall allow the City, at its own expense and without charge by the Company, to share the trench of the Company to lay its own conduit therein; provided that such action by the City will not unreasonably interfere with the Company's facilities or delay the accomplishment of the project.

3.5 Permitting. The Company shall have the right to excavate the Public Ways subject to reasonable conditions and requirements of the City. Except in the case of an emergency, the Company shall, prior to commencing new construction or major reconstruction work in the Public Way or street or other public places, apply for a permit from the City, which permit shall not be unreasonably withheld, conditioned, or delayed. The Company will abide by all applicable ordinances and all reasonable rules, regulations, and requirements of the City, and the City may inspect the manner of such work and require remedies as may be necessary to assure compliance. Notwithstanding the foregoing, the Company shall not be obligated to obtain a permit to perform emergency repairs.

3.6 Compliance with Pollution Laws. The Company shall continue to use its best efforts to take measures that will result in its facilities within the City, meeting the standards required by applicable Federal and State air and water pollution laws. Upon the City's request, the Company will provide the City with a status report of such measures.

3.7 Incorporation of Technology. The Company shall use its best efforts to incorporate technological advances into its equipment and service when such advances have been shown to be technically and economically feasible, safe, and beneficial. For this purpose, Company shall, in the regular course of its business, review technological advances that have occurred in the electric utility industry.

3.8 Extension of Service to City Facilities; Waiver of Advance Payment. The Company, upon receipt of City's authorization for payment and construction, shall extend within the City, its facilities to provide electric service to the City for municipal uses, and to the extent permitted by the Public Service Commission, shall not require the City to make advance payments.

3.9 Use of Company Corridors. The City may identify portions of the transmission corridors, which the Company now or in the future owns in fee within the City, as being desirable locations for public parks, playgrounds, or recreation areas. In such event and upon notice by the City, the Company and the City will negotiate in good faith, to reach an agreement providing for such uses by the City. However, no such use will be allowed where the Company, in good faith, believes such use would interfere with the Company's use of the transmission corridor or materially prejudice its interests in safety. The Company shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith.

3.10 Compliance With Applicable Laws. All electric lines, poles, towers, pipes, conduits, equipment, property, and other structures or assets installed or used under color of this Franchise, shall be used, constructed, and maintained in accordance with applicable federal, state, and City laws and regulations, and shall be kept current with new codes as required by law.

3.11 Location to Minimize Interference. Such lines, poles, towers, pipes, conduits, equipment, property, structures, and assets shall be located so as to cause minimum interference with the use of the City's Public Ways by others, and shall cause minimum interference with the rights of property owners who adjoin the Public Ways.

3.12 Repair Damage. If, during the course of work on its facilities, the Company causes damage to or alters any Public Way or public property, the Company shall (at its own cost and expense and in a manner approved by the City's Director of Public Works) replace and restore it in as good a condition as existed before the work commenced. Except in case of an emergency, the Company shall, prior to commencing work in the Public Ways, make application for a permit to perform such work from the office of the City Engineer or other agency designated by the City. Such permit shall not be unreasonably withheld. The Company will abide by all reasonable regulations and requirements of the City Engineer and ordinances pertaining to such work(s).

3.13 Guarantee of Repairs. For a period of one (1) year following the completion of the repair work performed pursuant to paragraphs 3.2 and 3.12, the Company shall maintain, repair, and keep in good condition, those portions of said Public Ways or private property restored, repaired, or replaced, to the satisfaction of the City Engineer; provided however, that acceptance will not be unreasonably withheld.

3.14 Safety Standards. The Company's work, while in progress, shall be properly protected at all times with suitable barricades, flags, lights, flares, or other devices as are reasonably required by applicable safety regulations or standards imposed by law and City standards established by the City Engineer.

3.15 Substation Landscaping. The Company shall maintain the general appearance of its substations and other facilities in the City, in a manner consistent with the surrounding properties, to include but not be limited to, the landscaping of front yards and parkways in residential zones; the installation of curb, gutter, sidewalk, and parkway landscaping in those areas where similar improvements have been, or are being, installed on contiguous properties; and the screening of substations directly abutting a public street or abutting a residential property with appropriate landscaping or screening material as required by the City's Planning Commission.

3.16 Authority to Trim and Remove Vegetation.

a) The Company or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways, to prevent the branches or limbs or other part of such trees or vegetation from interfering with the Company's Electrical Facilities. Such pruning shall comply with the American National Standard for Tree Care Operation (ANSI A300) and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast growing and problematic. Nothing contained in this Section shall prevent the Company, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang streets.

b) The Company shall make a reasonable best effort, including written notice, to notify owners of property adjacent to the trees to be trimmed at least seventy-two (72) hours prior to doing the work.

c) The Company shall hold harmless the City and its officers, agents, and employees from and against any and all damages arising out of or resulting from the removal, trimming, mutilation, of or any injury to any tree or trees proximately caused by the Company or its officers, agents, employees, contractors, or subcontractors.

ARTICLE IV **CITY USE RIGHTS**

4.1 City Use of Poles and Overhead Structures. The City shall have the right without cost to use all poles and suitable overhead structures owned by the Company within Public Ways for City wires used in connection with its fire alarms, police signal systems, or other communication lines used for governmental purposes; provided however, any such uses shall be for activities owned, operated, or used by the City for a public purpose, and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that the Company shall assume no liability nor shall it incur directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the City shall be in such a manner as to prevent safety hazards or interference with the Company's use of same. Nothing herein shall be construed to require the Company to increase pole size or alter the manner in which the Company attaches its equipment to poles, or alter the manner in which it operates and maintains its electric facilities. City attachments shall be installed and maintained in accordance with the reasonable requirements of the Company and the current addition of the National Electrical Safety Code pertaining to such construction. Further, City attachments shall be attached or installed only after written approval by the Company.

4.2 Limitation on Use Rights. Nothing in this Article shall be construed to require the Company to increase pole capacity, alter the manner in which the Company attaches equipment to the poles, or alter the manner in which it operates and maintains its equipment. Such City attachments shall be installed and maintained in accordance with the reasonable requirements of the Company and the then current National Electrical Safety Code pertaining to such construction. Further, said City attachments shall be attached or installed only after written approval by the Company, which approval will be timely processed and will not be unreasonably withheld.

4.3 Maintenance of City Facilities. The City's use rights also shall be subject to the parties reaching an agreement regarding maintenance of such City attachments, to be done either for a reasonable fee by the Company or by a qualified party who shall fully indemnify and hold the Company harmless from any liability and whose service would not materially prejudice the Company's interests in safety and insulation from liability.

4.4 Use of Company Property by Other Franchisees. The Company will allow others holding a franchise from the City, except providers of electric utility service, to utilize such poles and suitable overhead structures, upon reasonable terms and conditions to be agreed upon by the Company and such other holders of a franchise from the City. The Company shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith. The use of said poles and structures by the City or others holding a franchise from the City, shall be in such a manner as not to constitute a safety hazard or to unreasonably interfere with the Company's use of the same.

4.5 Notification. Before commencing any street improvements or other work within a Public Way that may affect the Company's electric facilities, the City shall notify the Company.

ARTICLE V
POLICE POWER

The City expressly reserves, and the Company expressly recognizes the City's right and duty to adopt, from time to time, in addition to the provisions herein contained, such ordinances, rules, and regulations, as may, by the City, be deemed necessary in the exercise of its police power for the protection of the health, safety, and welfare of its citizens and their properties.

ARTICLE VI
DIRECTOR OF PUBLIC WORKS; DIRECTOR OF FINANCE

6.1 City Representative. Except as provided in subparagraph 6.3 and 6.4, hereof, the Director of Public Works ("Director") or his/her designee, or such other person as the City Manager may designate, is hereby designated the official of the City having full power and authority to take appropriate action for and on behalf of the City and its inhabitants to enforce the provisions of this Franchise and to investigate any alleged violations or failures of the Company to comply with said provisions or to adequately and fully discharge its responsibilities and obligations hereunder. The failure or omission of the City Representative to so act shall not constitute any waiver or estoppel.

6.2 Company Duty to Cooperate. In order to facilitate such duties of the Director, the Company agrees:

a) To allow the City Representative reasonable access to any part of the facilities, works, and systems within the City. The Director may make and supervise reasonable tests to determine the quality of the electric service supplied to the customers of the Company within the City, with particular reference to the standards of service provided herein and in the Rules and Regulations prescribed by, and the tariffs of the Company filed with the Public Service Commission from time to time.

b) The City Representative may convey to the Company and to the Public Service Commission, any complaint of any customer of the Company within the City with respect to the quality and price of electric service and the appropriate standards thereof.

c) Irrespective of whether the City intervenes in a proceeding before the Public Service Commission, the Company, upon reasonable request, will provide the City access to all documents provided other parties in connection with such proceeding.

6.3 City Financial Review. With regard to financially related matters, the City designates the Director of Finance as the official of the City having full power and authority to take appropriate action for and on behalf of the City and its inhabitants to enforce the provisions of this Franchise and investigate any alleged violation or failures of the Company to comply with the provisions hereof, or to fully and adequately discharge the responsibilities and obligations

hereunder. The failure or omission of the Director of Finance to act shall not constitute any waiver or estoppel.

6.4 Company Duty to Cooperate on Financial Review. For the sole and limited purpose of facilitating the duties defined in paragraph 6.3 above, the Company agrees to grant the Director of Finance reasonable access to the books and records of the Company insofar as they relate to any matters covered by this Franchise; to provide the Director of Finance with such reasonable and necessary reports containing or based on information readily obtainable from the Company's books and records as may be from time to time requested, with respect to the electric service supplied under this Franchise; and to provide the Director of Finance, upon request not more than every two (2) years, a list of utility related real property owned or leased by the Company within the City.

6.5 No Waiver or Estoppel. Neither the City nor the Company shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

ARTICLE VII **ELECTRICAL SERVICE**

7.1 Duty to Supply Electricity. Subject to the terms of this Franchise Agreement, state law, and the terms and conditions imposed by the Public Utilities Commission, the Company shall furnish electricity within the corporate limits of the City, or any additions thereto, to the City and to the inhabitants thereof, and to any person or persons or corporation doing business in the City or any additions thereto. The Company shall at all times, take all reasonable and necessary steps to assure an adequate supply of electricity to its customers at the lowest reasonable cost consistent with long term reliable supplies. If the supply of electricity to its customers should be interrupted, the Company shall take all necessary and reasonable actions to restore such supply at the soonest practicable time.

7.2 Company Duty to Reimburse for Upgraded Distribution. The Company shall reimburse the City for the costs of upgrading the electrical distribution system or facility of any City building or facility where such upgrading is caused or occasioned solely by the Company's decision to increase voltage of delivered electrical energy.

7.3 Upgrading System. The Company will, from time to time during the term of this Franchise, make such enlargements and extensions of its electric system as are necessary to adequately provide for the requirements of the City and the inhabitants thereof. Such enlargements and extensions shall be made in accordance with the Company's currently effective tariffs, the rules of the Public Service Commission, and state law.

7.4 Promulgation of Rules for Company Operations. The Company, from time to time, may, in accordance with the requirements of the Public Service Commission, promulgate such rules, regulations, terms and conditions governing the conduct of its business, including the utilization of electricity; and the interference with, or alteration of, any of the Company's property upon the premises of its customers, as shall be necessary to insure a continuous and

uninterrupted service to each and all its customers and the proper measurement thereof. The Company shall keep all such matters on file in its office in the City, available for public inspection and copying, and shall provide the City Recorder and any other official of the City, as requested in writing by the City as requiring same in the discharge of his duties, copies of the Company's currently effective tariffs, on file with and approved by the Public Service Commission.

7.5 Supremacy of Lawful Public Service Commission Tariff Orders. The City and the Company recognize that the lawful provisions of the Company's tariffs on file and in effect with the Public Service Commission that are consistent with the restrictions and limitations of the Utah Constitution regarding the rights of municipalities to franchise, are controlling over any inconsistent provision in this Franchise dealing with the same subject matter. In the opinion of both the Company and the City, no provision of this Franchise is inconsistent with any of the currently effective provisions of the Company's tariffs. In the event that either the Public Service Commission or the Federal Energy Regulatory Commission makes any proposal that would directly affect the Company, and that in the Company's opinion would be inconsistent with any provision of this Franchise, the Company, upon becoming aware of such proposal, will exercise its best efforts to consult with representatives of the City in a timely manner regarding such proposal; provided, however, that the position ultimately taken by the Company of any such proposal, shall be determined solely by the Company.

7.6 City's Right to Lowest Charge. No charges to the City by the Company for any service or supply shall exceed the lowest charge for similar or identical service or supplies provided by the Company to any other similarly situated customer or consumer of the Company.

ARTICLE VIII

ANNEXATION OF THE COMPANY PROPERTY

Except as provided below, when any property owned by the Company becomes eligible for voluntary annexation to the City, the Company will petition and undertake whatever action is necessary to annex that property upon request by the City; provided, however, that no condition of such annexation shall impair the Company's ownership or use of its property, and that Company property which is used solely as transmission corridors and which are not both parallel and adjacent to the City boundaries need not be annexed into the City. Except as herein provided, the Company agrees to comply with all terms and conditions imposed upon the annexation by the City that are no more stringent than those generally imposed upon property owners seeking annexation of their land to the City.

ARTICLE IX

SMALL POWER PRODUCTION AND CO-GENERATION

The City expressly reserves the right to engage in the production of electric energy, both from conventional power plants and from co-generations and small power production facilities.

ARTICLE X
SYSTEM TO REMAIN IN PLACE

10.1 Continuation of Service. In the event this Franchise is not renewed at the expiration of its term, or the Company terminates any service provided herein for any reason whatsoever, and the City has not provided for alternative electrical energy supplies, the Company shall have no right to remove the electrical energy distribution systems or any of them except in the normal course of business, pending resolution of the disposition of the system. The Company further agrees it will provide any temporary services necessary to protect the public, and in such event shall be entitled only to monetary compensation in no greater amount than provided for under the Company's tariff.

10.2 Removal of System. Only upon receipt of written notice from the City stating that the City has adequate alternative electrical energy sources to provide for the people of the City, shall the Company be entitled to remove any or all of said systems in use under the terms of this Franchise.

ARTICLE XI
TRANSFER OF FRANCHISE

The Company shall not transfer or assign any rights under this Franchise to another entity except transfers and assignments by operation of law, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld; provided, however, inclusion of this Franchise as property subject to the lien of the Company's mortgage(s) shall not constitute a transfer or assignment.

ARTICLE XII
ACCEPTANCE BY THE COMPANY OF FRANCHISE

Company's Duty to Approve Franchise Agreement. Within sixty (60) days after the effective date of the Company Franchise Ordinance adoption by the City Council, the Company shall execute the Franchise Agreement and file an unqualified acceptance of the Ordinance in writing with the City Recorder of Layton City in the form approved by the City Attorney; otherwise, this Franchise Agreement and any ordinance adopted relating thereto and all rights granted hereunder shall be null and void.

ARTICLE XIII
EXTENSION OF CITY LIMITS

13.1 Upon the annexation of any territory to the City, all right and franchise hereby granted shall extend to the territory so annexed to the extent the City has authority. All facilities owned, maintained, or operated by the Company located within, under, or over streets of the territory so annexed shall thereafter be subject to all terms hereof.

13.2 Notice of Annexation. When any territory is approved for annexation to the City, the City shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to the Grantee: (a) each site address to be

annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed to:

PacifiCorp Customer Contact Center
P.O. Box 400
Portland, Oregon 97202-0400

With a copy to:

PacifiCorp
Attn: Office of the General Counsel
201 South Main Street, Suite 2200
Salt Lake City, UT 84111

ARTICLE XIV
EARLY TERMINATION OR REVOCATION OF FRANCHISE

14.1 Grounds for Termination. The City may terminate or revoke this Franchise Agreement and all rights and privileges herein provided for any of the following reasons:

a) The Company, by act or omission, materially violates a duty or obligation herein set forth in any particular within the Company's control, and with respect to which redress is not otherwise herein provided. In such event, the City, acting by or through its Council, may after hearing, determine that such failure is of a material nature; and thereupon, after written notice given Company of such determination, Company shall, within thirty (30) days of such notice, commence efforts to remedy the conditions identified in the notice, and will have six (6) months from the date it receives notice to remedy the conditions. After the expiration of such six (6) months period and failure to correct such conditions, the City may declare this Franchise forfeited, and thereupon the Company shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture shall be subject to judicial review as provided by law, and provided further that in the event such failure is of such nature that it cannot be reasonably corrected within the six (6) months time provided above, the City shall provide additional time for the reasonable correction of such alleged failure.

b) The Company becomes insolvent, unable, or willing to pay its debts, its adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the Company within thirty (30) days; or

c) In furtherance of the Company policy or through acts or omissions done within the scope and course of employment, a director or officer of the Company knowingly engages in conduct or makes a material misrepresentation with or to the City, or the Company's customers, that is fraudulent or in violation of a felony criminal statute of the State of Utah.

14.2 Reserved Rights. Nothing contained herein shall be deemed to preclude the Company from pursuing any legal or equitable rights or remedies it may have to challenge the action of the City.

ARTICLE XV
COMPANY INDEMNIFICATION

15.1 No City Liability. Except as otherwise specifically provided herein, the City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death of any, person that may occur in the construction, operation, or maintenance by the Company of its lines and appurtenances hereunder.

15.2 Company Indemnification of City. The Company shall indemnify, defend, and hold the City harmless from and against claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the grant of this Franchise, the exercise by the Company of the related rights, or from the operations of the Company within the City, and shall pay the costs of defense plus reasonable attorney's fees. Said indemnification shall include but not be limited to the Company's negligent acts or omissions pursuant to its use of the rights and privileges of this Franchise, including construction, operation, and maintenance of electrical lines and appurtenances whether or not any such use, act, or omission complained of is authorized, allowed, or prohibited by the Franchise.

15.3 Notice of Indemnification. The City shall (a) give prompt written notice to the Company of any claim, demand, or lien with respect to which the City seeks indemnification hereunder and (b) unless in the City's judgment a conflict of interest may exist between the City and the Company with respect to such claim, demand, or lien, permit the Company to assume the defense or such claim, demand, or lien with counsel satisfactory to City. If such defense is not assumed by the Company, the Company shall not be subject to any liability for any settlement made without its consent. Notwithstanding any provisions hereof to the contrary, the Company shall not be obligated to indemnify, defend, or hold the City harmless to the extent any claim, demand, or lien arises out of or in connection with any negligent act or failure to act of the City or any of its officers or employees.

ARTICLE XVI
REMEDIES

16.1 Duty to Perform. The Company and the City agree to take all reasonable and necessary actions to assure that the terms of this Franchise are performed, and neither will take any action for the purpose of securing modification of this Franchise before either the Public Service Commission or any court of competent jurisdiction; provided, however, that neither shall be precluded from taking any action it deems necessary to resolve differences in interpretation of this Franchise Agreement.

16.2 Remedies at Law. In the event the Company or the City fails to fulfill any of their respective obligations under this Franchise, the City, or the Company, whichever the case may be, will have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy that would have the effect of amending the specific provisions of the Franchise, shall become effective without such action that would be necessary to formally amend the Franchise.

16.3 Non-Contestability. Neither the City nor the Company will take any action for the purpose of securing modification of this Franchise before either the Public Service Commission or any court of competent jurisdiction; provided, however, that neither shall be precluded from taking any action it deems necessary to resolve difference in interpretation of the Franchise nor shall the Company be precluded from seeking relief from the courts in the event Public Service Commission orders, rules, or regulations conflict with or make performance under the Franchise illegal.

16.4 Breach of Contract. In the event the Company or the City fails to fulfill any of their respective obligations under this Franchise, the City, or the Company, whichever the case may be, will have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy which would have the effect of amending the specific provisions of this Franchise shall become effective without such action which would be necessary to formally amend the Franchise.

ARTICLE XVII **NOTICES**

Unless otherwise specified herein, all notices from the Company to the City pursuant to or concerning this Franchise Agreement shall be delivered to the City Recorder's office. Unless otherwise specified herein, all notices from the City to the Company pursuant to or concerning this Franchise shall be delivered to the Executive Vice President of Rocky Mountain Power at 201 South Main, 23rd Floor, Salt Lake City, Utah 84111 and such other office as the Company may advise the City of by written notice.

ARTICLE XVIII **CHANGING CONDITIONS**

The Company and the City recognize that many aspects of the electric utility business are currently the subject of discussion, examination, and inquiry by different segments of the industry and affected regulatory authorities, and that these activities may ultimately result in fundamental changes in the way the Company conducts its business and meets its service obligations. In recognition of the present state of uncertainty respecting these matters, the Company and the City each agree, on request of the other during the term of this Franchise, to meet with the other and discuss in good faith whether it would be appropriate in view of developments of the kind referred to above during the term of this Franchise, to amend this Franchise or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such development.

ARTICLE XIX **AMENDMENT**

19.1 At any time during the term of this Franchise Agreement, the City, through its City Council, or the Company may propose amendments to this Franchise Agreement by giving thirty (30) days written notice to the other of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s).

19.2 No amendment or amendments to this Franchise Agreement shall be effective until mutually agreed upon by the City and the Company and formally adopted as an ordinance amendment.

**ARTICLE XX
SEVERABILITY**

20.1 Conditions. If any section, sentence, paragraph, term, or provision of this Franchise Agreement or the Franchise Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof or determined to be unconstitutional, illegal, or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the Franchise Agreement or any renewal or renewals thereof.

20.2 No Benefit to Third-Party Beneficiaries. No provision of this Franchise Agreement shall be interpreted to confer upon any person or entity, a third party benefit. It is the intent of this Franchise Agreement that all benefits be strictly limited to the parties hereto.

THIS FRANCHISE AGREEMENT is executed in duplicate originals on this ____ day of _____, 2015.

LAYTON CITY

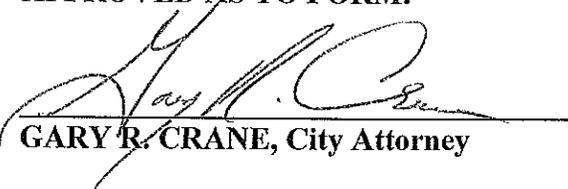
ATTEST:

ROBERT J STEVENSON, Mayor

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:

**PACIFICORP, d/b/a ROCKY
MOUNTAIN POWER**



GARY R. CRANE, City Attorney

By: _____
Title: _____

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

Item Number: 5.E.

Subject:

Condominium Plat – The Village at Church and Main - Approximately 100 North Cross Street

Background:

On April 14, 2015, the Planning Commission approved the development plan for The Village at Church and Main. The applicant, Brighton Homes, is requesting condominium plat approval for a 56 unit townhome development in the Mixed Use - Transit Oriented Development (MU-TOD) zone.

The Village at Church and Main is a redevelopment of a 2.60 acre site within the downtown area of Layton City. The site was previously a car dealership and the original St. Rose of Lima Catholic Church. All buildings on the site have been demolished.

With the condominium plat, each building will receive its own tax identification or parcel number when it is recorded with Davis County. The landscaping, private street and visitor parking areas will be recorded as common area.

Alternatives:

Alternatives are to 1) Grant condominium plat approval to The Village at Church and Main subject to meeting all Staff requirements as outlined in Staff memorandums; or 2) Deny granting condominium plat approval to The Village at Church and Main.

Recommendation:

On May 26, 2015, the Planning Commission unanimously recommended the Council grant condominium plat approval to The Village at Church and Main subject to meeting all Staff requirements as outlined in Staff memorandums and the two following conditions:

1. A recommendation to have buildings 1 through 4 built first to visually create a built environment along Main and Church Street.
2. The developer is to write into the Covenants, Conditions and Restrictions which owner is responsible for operating the homeowners association and the maintenance of the developed property if in the future each building has a separate ownership.

Staff supports the recommendation of the Planning Commission.



Staff Report

To: City Council
From: Kem Weaver, Planner II Plat for KW
Date: June 18, 2015
Re: Village at Church and Main Condominium Plat

Location: 100 North Cross Street

Zoning: MU-TOD (Mixed Use Transit Oriented Development)

Background:

The applicant, Brighton Homes, is requesting condominium plat approval for a townhome project on the northwest corner of Church Street and Main Street with additional frontage on Cross Street. The property has become dilapidated due to vacancy. The site has not been used since the car dealership left a number of years ago. The main building on the site, the original St. Rose of Lima Catholic Church, had been vacant for a number of years due to the instability of the building. The church and other buildings on the site were recently demolished.

The density range of the MU-TOD zone is 8 to 31 units per acre for residential. The density of the development plan is 21.54 units per acre with 56 units proposed on 2.60 acres. The density fits within the range of the MU-TOD zone and therefore did not require any bonus densities for the development.

The plat proposes 56 townhome units to have separate ownership by building instead of units. Each building will be given its own parcel identification number once the plat is recorded with Davis County. The main purpose for proposing a condominium plat for each building instead of units is for financial reasons. Banks tend to only loan on the development or construction for one building at a time. The developer will maintain ownership of the buildings once they are constructed; however, each building may be sold in the future.

Staff Recommendation:

Staff recommends condominium plat approval be granted subject to meeting all Staff requirements as outlined in Staff memorandums.

Engineering AA

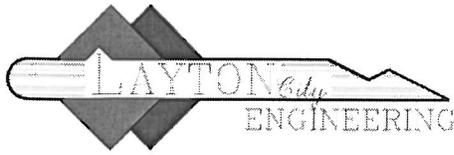
Planning PM

Fire [Signature]

Planning Commission Action: On May 26, 2015, the Planning Commission voted unanimously to recommend the Council grant final plat approval subject to meeting all Staff requirements and with the following conditions:

1. A recommendation to have buildings 1 through 4 built first to visually create a built environment along Main Street and Church Street.
2. The developer is to write into the Covenants, Conditions and Restrictions which owner is responsible for operating the homeowners association and the maintenance of the developed property if in the future each building has a separate ownership.

The Commission asked for public comment. No public comments were given. The applicant responded to the first recommended condition and explained that constructing Buildings 1 through 4 first may interfere with proper staging of construction for the overall site. The developer prefers to start with Building 1 and proceed through the project in a manner that allows buildings to be occupied and not impacted as construction of the project progresses.



***Attention Engineers & Developers:** Please do not resubmit plans until you have received comments from Layton City Fire Department, Parks Department, Engineering Division and Planning Division. You may expect to receive comments within 7-10 business days of a submittal and within 7 business days of a resubmittal. Thank you.*

MEMORANDUM

TO: Chris Cave; ccave@reeve-assoc.com
Taylor Spendlove; taylor@brightonhomes-utah.com

CC: Community Development Department, Fire Department

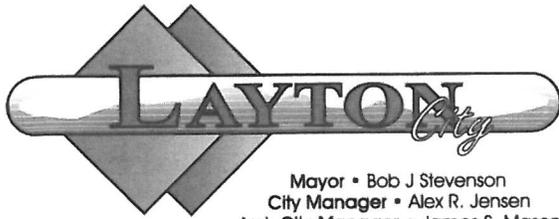
FROM: Shannon Hansen, Assistant City Engineer - Development

DATE: May 19, 2015

RE: **The Village at Church and Main – Dedication Plat**

I have reviewed the dedication plat received on May 14, 2015 for the proposed The Village at Church & Main located at Main Street and Church Street. The dedication plat has been stamped "APPROVED AS CORRECTED." The following items will need to be corrected on the final mylar.

1. A signature block for the power easement along Main Street will need to be added. The leader note will need to reference the entry number as well as the book and page for the easement.
2. The length of west wall for Unit E in Building 4 is shown as 16.50'. This causes a failure of the building to close of 1.5'.
3. The length of the north wall for Unit G in Building 6 will need to be added to the plat.
4. The length of the south wall for Unit F in Building 7 will need to be added to the plat.
5. CC&Rs will need to address the ownership and maintenance of all private utilities as well and site improvements.



Mayor • Bob J Stevenson
City Manager • Alex R. Jensen
Asst. City Manager • James S. Mason

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

Attention Engineers & Developers: Please do not resubmit plans until you have received comments from Layton City Fire Department, Parks Department, Engineering Division and Planning Division. You may expect to receive comments within 7-10 business days of a submittal and within 7 business days of a resubmittal. Thank you.

MEMORANDUM

TO: Community Development, Attention: Julie Matthews

FROM: Douglas K. Bitton, Fire Prevention Specialist

RE: The Village at Church and Main @ 100 North Cross Street

CC: 1) Engineering
2) Chris Cave, ccave@reeve-assoc.com
3) Taylor Spendlove, taylor@brightonhomes-utah.com

DATE: April 24, 2015

I have reviewed the site plan submitted on April 15, 2015 for the above referenced project. The Fire Prevention Division of this department has no further comments or concerns regarding this project at final approval.

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

DKB\The Village at Church :kn
Plan # S15-059, District # 45
Project Tracker #LAY 1502181503
ERS # 8675





Memorandum

To: Planning Commission
From: JoEllen Grandy, Parks Planner Intern
Date: February 25, 2015
Re: The Village at Church & Main, Site Plan Review – Main & Church St.

The proposed PRUD subdivision would not affect the Parks & Recreation Department.

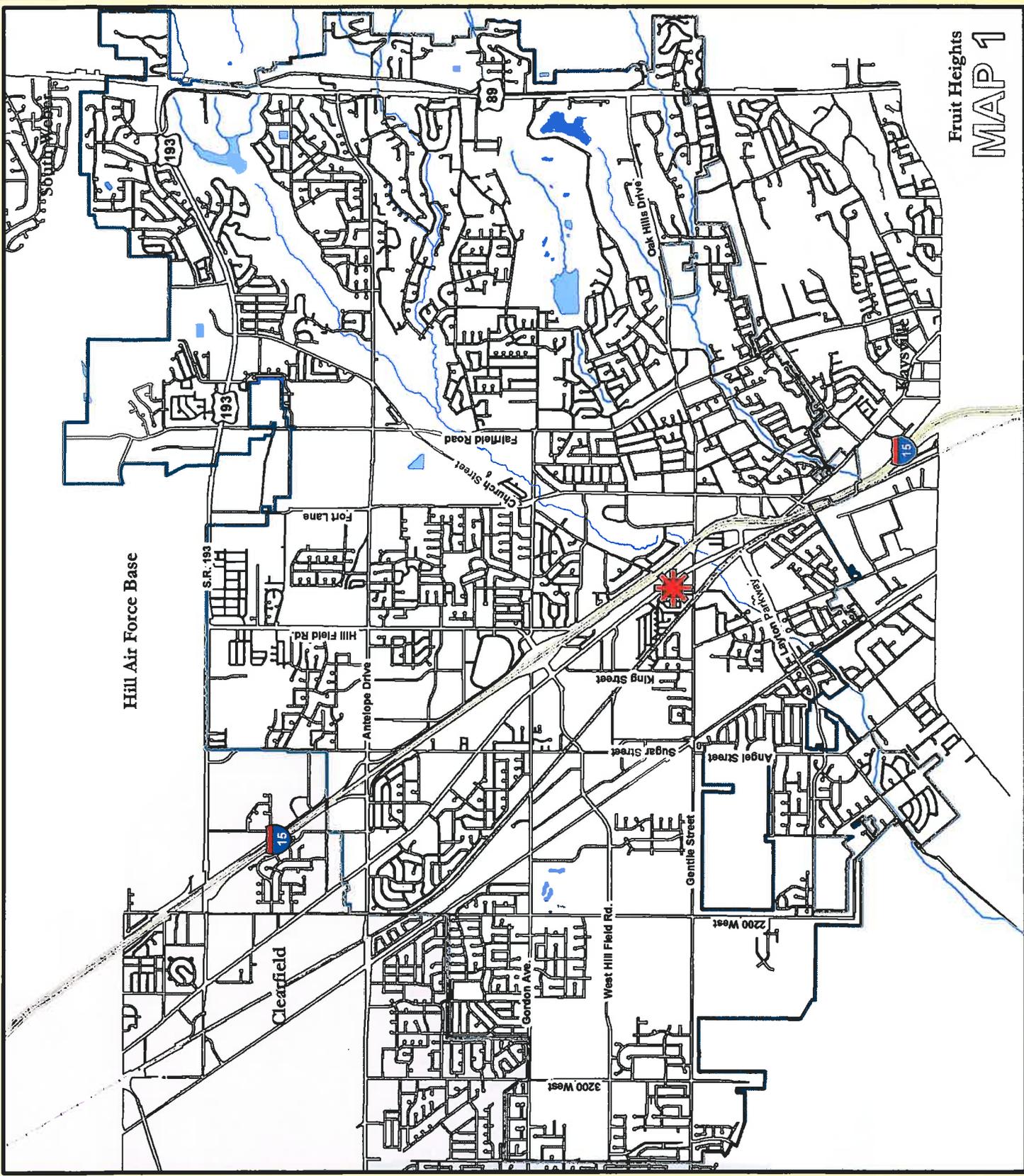
The proposed subdivision is within the service areas of Veterans and Commons Park.

It should be noted that any landscape buffers along Main, Church and Cross Street are to be maintained by the subdivision homeowners association. That should be noted on the final plat with the specific maintenance responsibilities outlined within the subdivision CC&R's.

Recommendation

Parks & Recreation supports site plan review approval to The Village at Church & Main.

Attention Engineers & Developers: Please do not resubmit plans until you have received comments from Layton City Fire Department, Parks Department, Engineering Division and Planning Division. You may expect to receive comments within 7-10 business days of a submittal and within 7 business days of a re-submittal. Thank you.



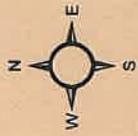
CITY COUNCIL

June 18, 2015

The Village at Church and Main Condominium Plat

100 North Cross Street

- LEGEND**
-  Rail Lines
 -  Interstate 15
 -  Layton City Boundary
 -  Rights of Way
 -  Lakes
 -  Streams
 -  Project Site



1 inch = 4,250 feet





MAP 2

CITY COUNCIL

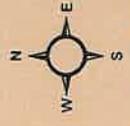
June 18, 2015

The Village at Church and Main Condominium Plat

100 North Cross Street

LEGEND

-  Layton City Boundary
-  Lakes
-  Streams



1 inch = 166.1 feet





Cross Street (175 West)

Church Street

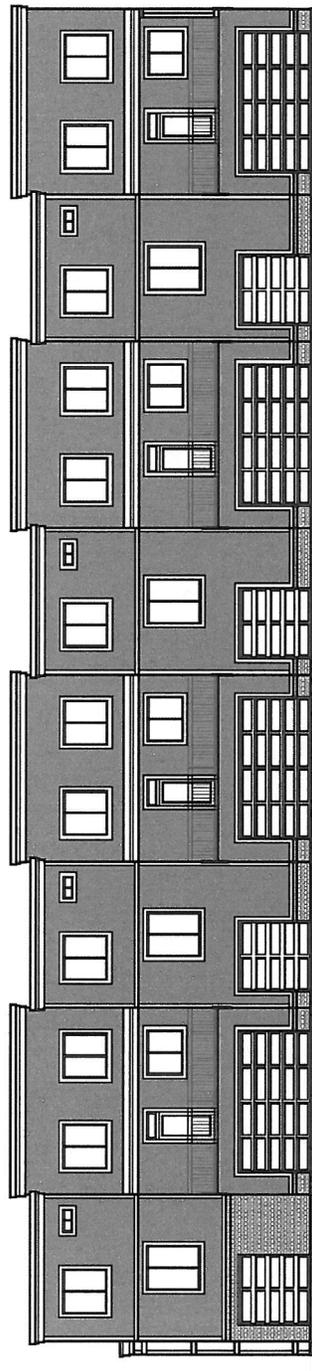
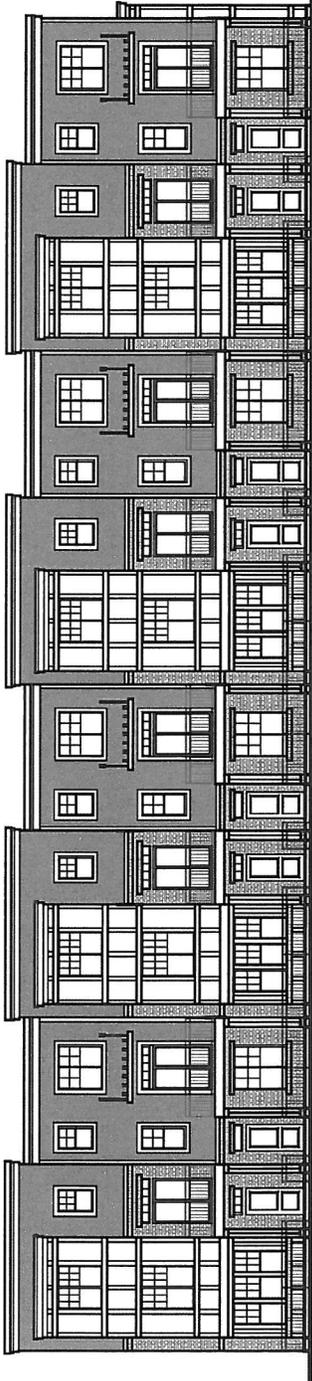
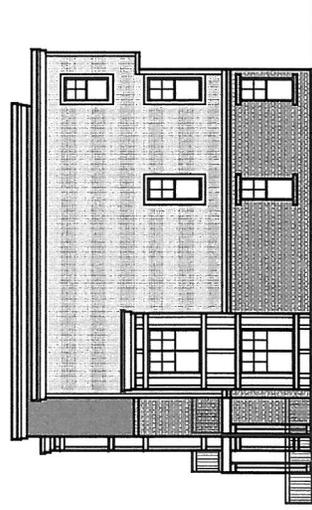
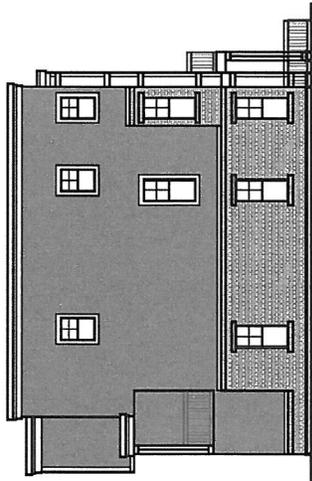
Main Street (SR-126)

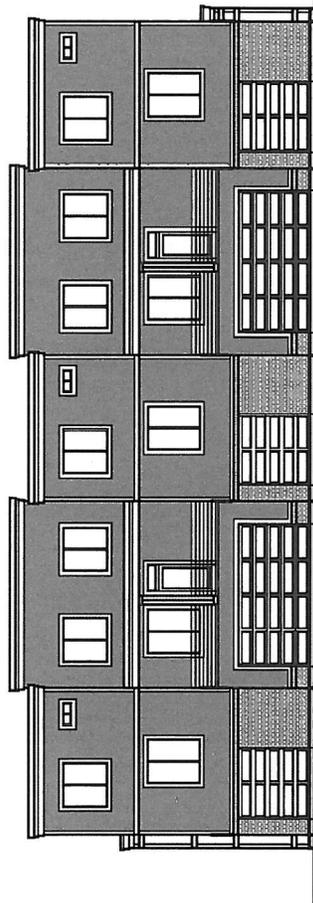
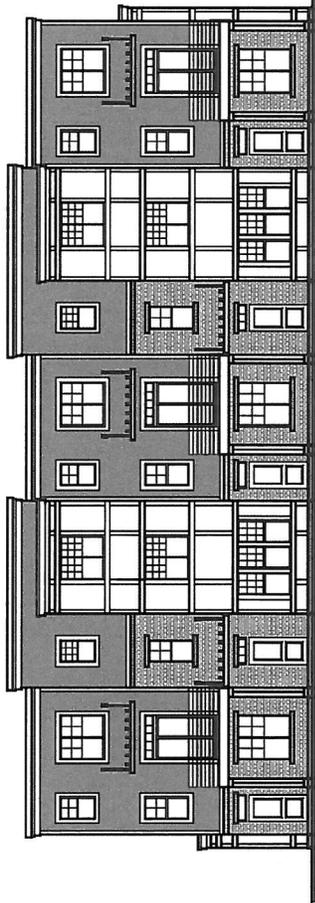
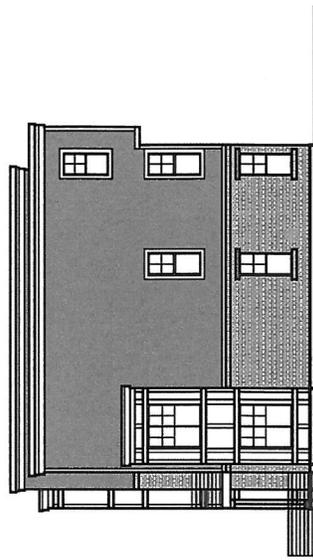
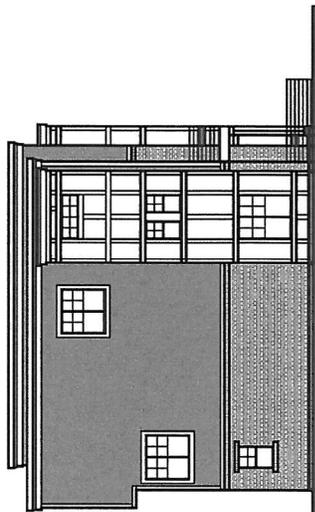
Privacy Fence separates each patio of Building 5 and Building 6, Typ.

Privacy Fence separates each patio of each Building and Building 5 and Building 6, Typ.

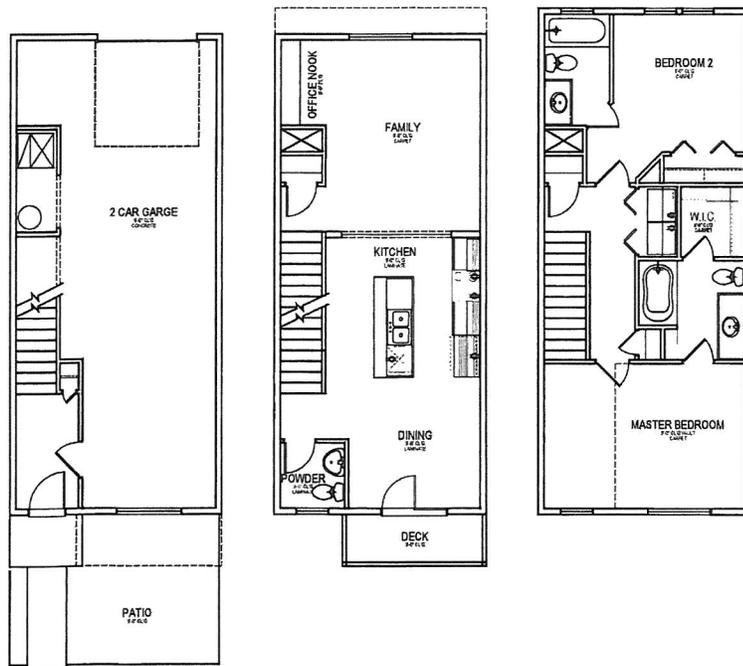
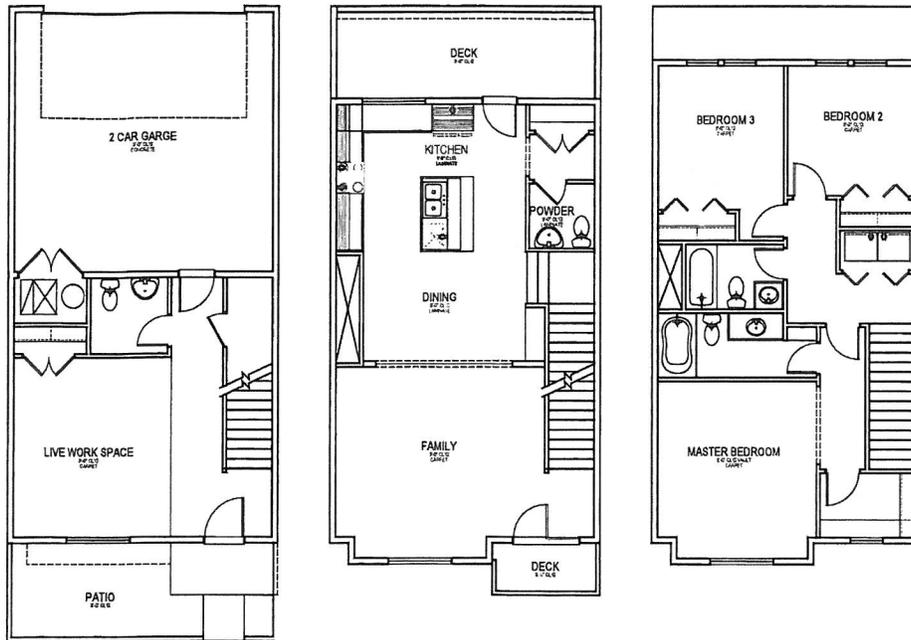








Conceptual Building Plans

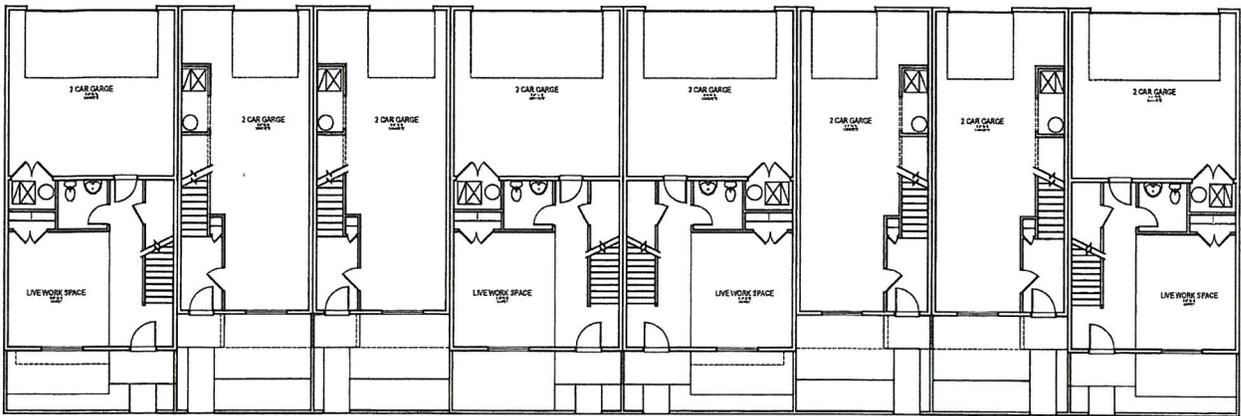


The development will consist of both two and three bedroom town homes. Each unit will have a two car garage and private outdoor space. Units facing Man Street will incorporate a live work space. The majority of the units will have rear loaded garage, allowing for the front doors of the units to face onto the Main Street, Church Street and Cross Street.

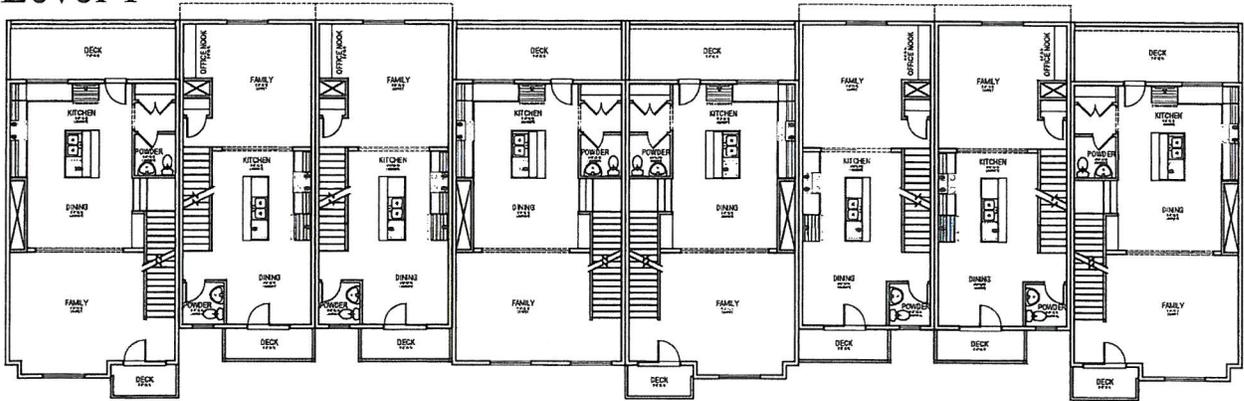
Conceptual Building Plans



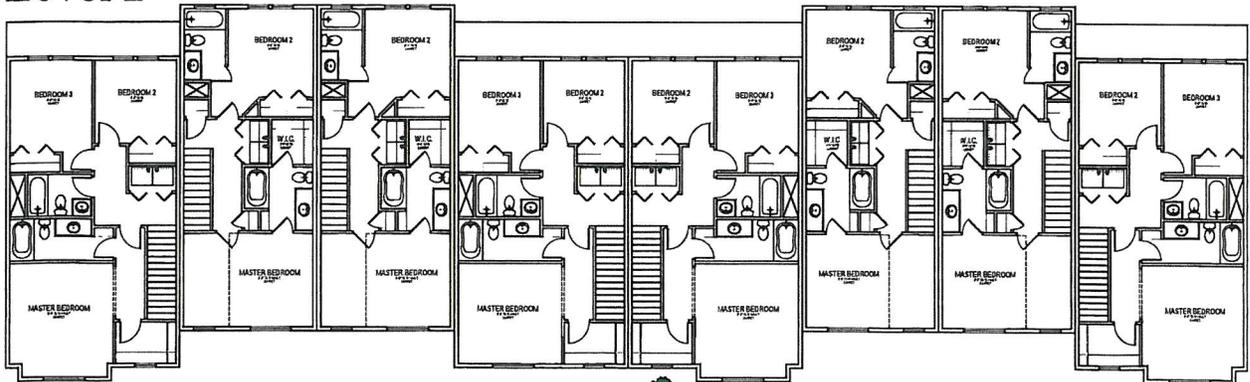
Main Street Building 1-8



Level 1



Level 2



Level 3

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

Item Number: 5.F.

Subject:

Grant Agreement and Warranty Deed between Layton City and Have a Heart - Resolution 15-38 - 211 West Golden Avenue

Background:

Staff has been working with the Davis School District (DSD) to provide houses to low to moderate income home buyers through the Community Development Block Grant (CDBG) program. On May 7, 2015 the Council approved the Annual Action Plan, 2015-2016, to continue working with DSD and provide additional housing opportunities. The City purchased a lot located at 211 West Golden Avenue. However, due to unforeseen circumstances, DSD will be unable to construct a home on 211 West Golden Avenue this coming CDBG Program Year, 2015-2016. DSD intends to restart the program beginning CDBG Program Year, 2016-2017. To continue with the program as designed, Staff identified the Have a Heart program as a similar CDBG eligible program that constructs homes for needy families. The City worked with Have a Heart during CDBG Program Year, 2013-2014, when DSD was unable to participate in the program. Have a Heart successfully constructed the house which is located at 415 West Weaver Lane.

Have a Heart is an independent 501(c)(3) non-profit organization and is a partnership between the Northern Wasatch Association of Realtors and the Northern Wasatch Home Builders Association. Have a Heart constructs and sells homes to needy families at a substantially discounted price. This is made possible by builders and subcontractors donating their supplies, services and labor hours. The Association of Realtors also donates services and commissions.

Have a Heart would like to build one of their homes on the lot located at 211 West Golden Avenue. The home design and color scheme would be approved by the City. Have a Heart would then sell the home to a low to moderate income home buyer and verified by the Layton City CDBG Administrator. Through the attached Grant Agreement and Warranty Deed, the City will provide a building lot to Have a Heart. The funds used to pay for the lot was budgeted in the Community Development Block Grant (CDBG) Annual Action Plan, 2014-2015

Alternatives:

Alternatives are to 1) Adopt Resolution 15-38 and enter into the Grant Agreement and Warranty Deed with Have a Heart; 2) Adopt Resolution 15-38 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 15-38 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 15-38 and enter into the Grant Agreement and Warranty Deed with Have a Heart.

RESOLUTION 15-38

A RESOLUTION ADOPTING AND APPROVING AN AGREEMENT AND EXECUTING A WARRANTY DEED WITH HAVE A HEART.

WHEREAS, Layton City and Have a Heart are desirous to construct one (1) house for a low to moderate income family; and

WHEREAS, The City will provide a Community Development Block Grant purchased lot to Have a Heart for the construction of the house; and

WHEREAS, The City will assist Have a Heart in finding a low to moderate income home buyer to purchase the completed house; and

WHEREAS, The City desires to enter into an agreement and execute a Warranty Deed to accomplish this purpose; and

WHEREAS, The City Council of Layton City finds it to be in the best interest of the City to enter into such agreement and execute a Warranty Deed.

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

1. That the Grant Agreement between Layton City and Have a Heart, and the Warranty Deed conveying property from Layton City to Have a Heart, both of which are attached hereto and incorporated by this reference are hereby adopted and approved.
2. The Mayor is hereby authorized to execute the Grant Agreement and Warranty Deed.

ADOPTED by the City Council of Layton, Utah this ____ **day of** _____, 2015.

ATTEST:

ROBERT J STEVENSON, Mayor

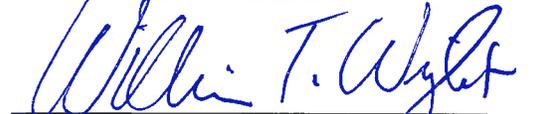
THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:



GARY CRANE, City Attorney

SUBMITTING DEPARTMENT:



WILLIAM T. WRIGHT, Director
Community and Economic Development

GRANT AGREEMENT

CONTRACT PARTIES: This Agreement is made by and between **LAYTON CITY CORPORATION**, a municipal corporation of the State of Utah, hereinafter "City", and **HAVE A HEART**, an independent 501(c)(3) non-profit organization hereinafter "SUBRECIPIENT."

WHEREAS, the parties are desirous of entering into an agreement for the City to provide a building lot, purchased with Community Development Block Grant (hereinafter "CDBG) funds, set forth in Exhibit "B", Basis for Compensation, to the SUBRECIPIENT to assist with the construction of one house

NOW, THEREFORE, in consideration of the mutual promises and considerations set forth below, the parties agree to the following:

TERMS

1. PURPOSE: To provide one building lot for the construction of one affordable house in Layton City.
2. CONTRACT TERM: The term of this Agreement shall run from the date of this Agreement to June 30, 2016.
3. SCOPE OF SERVICES: SUBRECIPIENT shall provide those services and allocate funds accordingly as set forth in Exhibit "A", Scope of Work, which is attached hereto and by this reference incorporated herein.
4. ACTIVITIES FUNDED: The City shall, from its CDBG funding, provide the building lot for the services described in Exhibit "A", Scope of Work.
5. BUDGET: The City shall not provide any funds for services as contemplated by the terms of this Agreement. The basis for said compensation is set forth in Exhibit "B", Basis for Compensation, which is attached hereto and by this reference incorporated herein. Nothing herein shall require the City to use any other funding source other than CDBG funds, to satisfy its commitment under this Agreement.
6. ADMINISTRATIVE REPRESENTATIVE: The designated representatives of the parties for purposes of administering this Agreement shall be:

CITY: Community Development Block Grant Administrator
Department of Community and Economic Development
437 N. Wasatch Dr.
Layton, UT 84041

SUBGRANTEE: Executive Director
Have a Heart
5703 S. 1475 E. Suite 1
South Ogden, UT. 84403
7. STATEMENTS: SUBRECIPIENT shall submit a report to the Department of Community Development every six (6) months detailing their progress in building the house. The first report shall be submitted six (6) months from the date of this Agreement.

8. VERIFICATION OF SERVICES: SUBRECIPIENT shall maintain thorough records of all business transactions and shall give City and United States Department of Housing and Urban Development (hereinafter "HUD"), through any authorized representatives, access to and the right to verify, inspect, and examine all records, books, papers or documents to all SUBRECIPIENT operations funded in whole or in part under this Agreement. The right to verify, inspect and examine all records as described herein shall extend for a period of five (5) years following the termination of this Agreement.

9. INFORMATION: Subject to all Federal, State and local laws, ordinances and regulations, the City and HUD shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, materials, or other information prepared under or in conjunction with this Agreement.

10. REPORTS: On or before July 31, 2016, SUBRECIPIENT shall submit to the City a yearly report on project performance on forms acceptable to the City.

11. AUDIT: SUBRECIPIENT shall provide the City with a copy of a financial audit of the program funded under this Agreement immediately upon availability. Said audit shall be prepared by a qualified auditor who is licensed as a certified public accountant.

12. CONFLICT OF INTEREST: SUBRECIPIENT shall establish safeguards to prohibit its employees, board members, advisors and agents from using positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties. SUBRECIPIENT shall disclose to the City any conflict of interest or potential conflict of interest described above, immediately upon discovery of such conflict.

13. ETHICAL STANDARDS: SUBRECIPIENT represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance.

14. INDEPENDENT CONTRACTOR: For the purpose of this Agreement, it is understood that the parties are independent contractors and no employee or agent of the respective parties is, for any purpose of this Agreement, an employee or agent of the other.

15. INDEMNIFICATION: SUBRECIPIENT agrees and covenants to indemnify and hold the City, its officers, employees and agents, harmless of and from any and all claims of loss, damages or injury sustained by any person or damage or injury sustained by any person or damage to property and all expenses, including reasonable attorney's fees incurred or thereby arising from the performance of the SUBRECIPIENT's principals, staff, agents, contractors or employees under the provisions of this Agreement. SUBRECIPIENT agrees that said indemnification shall extend to any claim asserted against the City, its officers, employees and agents, by HUD as a result of this Agreement or the grant made pursuant hereto, regardless of the fault or non-fault of SUBRECIPIENT in connection with such claim. The foregoing notwithstanding, the SUBRECIPIENT shall not be obligated to indemnify the City for any damages which are caused by or result from the fault of the City or its agents, officers or employees.

16. FEDERAL REGULATIONS: SUBRECIPIENT shall administer this Agreement in compliance with all applicable federal, Utah State, and Layton City laws, ordinances, and regulations, or their successors or replacements, including but not limited to the following federal regulations, or their successors or replacements, which are incorporated herein by reference:

- a. 570.601 Public Law 88-353 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.
 - (a) The following requirements apply according to sections 104(b) and 107 of the Act:
 - (1) Public Law 880352, which is title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d *et seq.*), and implementing regulations in 24 CFR part 1.
 - (2) Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620).
 - (b) Executive Order 11063, as amended by Executive Order 12259 (3CFR, 1959-1963Comp., p. 652; 3 CFR, 1980 Comp., p. 307)(Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, also apply.
- b. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto [24 CFR Section 570.601 and 570.602];
- c. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60 (Equal Opportunity in Employment);
- d. The Age Discrimination Act of 1975, as amended, [Pub. L. 94-135] and implementing regulations when published for effect [24 CFR Part 146];
- e. Section 504 of the Rehabilitation Act of 1973 [Pub. L. 93-112], as amended and implementing regulations when published for effect [24 CFR Part 8];
- f. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing, regulations at 24 CFR Part 10 and 24 CFR Part 570.606;
- g. The labor standards requirements as set forth in 24 CFR 570.603 and HUD regulations issued to implement such requirements;
- h. Executive Order 11988 relating to the evaluation of flood hazards and executive Order 11288 relating to the prevention, control, and abatement of water pollution;
- i. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 and the regulations in 44 CFR parts 59 through 79 apply to funds provided under part 570.605;
- j. The requirements and standards of OMB Circular No. A-122, *Cost principles for Educational Institutions*, as applicable, and OMB Circular A-133, *Audits of Institutions of higher Education and Other Nonprofit Institutions*, (as set forth in 24 CFR part 45). Audits shall be conducted annually. The provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations*) or the related CDBG provision, as specified in this paragraph;

- k. The lead-based paint requirements of 24 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act [42 USC 4801, et seq.]. SUBRECIPIENT shall comply with said regulations, including providing every property owner or tenant of projects, which SUBRECIPIENT funds, with a copy of the HUD issued form entitled *Protect Your Family from Lead in Your Home* and a copy of *Disclosure of information on Lead-Based paint and Lead-Based paint Hazards*. See also 24 CFR 570.608;
- l. No CDBG funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed [24 CFR Part 87];
- m. Limitations and conditions on the use of CDBG funds by religious organizations [24CFR 570.503(b)(6) and 24 CFR 570.200(j)];
- n. The prohibition of use of debarred, suspended or ineligible contractors or sub-recipients in any contract [24 CFR 570.609];
- o. Compliance with mandatory energy efficiency standards and policies in State energy conservation plan issued in compliance with the Energy Policy and Conservation Act [Pub. L. 94-163][24 CFR 85-36(I)(13). See also 24 CFR Part 39];
- p. Where asbestos is present in property undergoing rehabilitation, federal requirements apply regarding worker exposure, abatement procedures and disposal. See Notice CPD-90-44 for further details;
- q. Provisions regarding the reversion of assets and/or return of excess funds, including any accounts receivable attributable to CDBG funds, and requirements regarding the post-close-out use of real property acquired or improved with CDBG funds [24 CFR 570.503(b)(8)];
- r. Program income received by SUBRECIPIENT is to be returned to the City or retained by SUBRECIPIENT in accordance with provisions enumerated in 24 CFR section 570.503 and 570.504(c). Where program income is to be retained by SUBRECIPIENT, the activities that will be undertaken with program income shall be the same as those specified in Exhibit "A" –Scope of Work of the loan agreement and all provisions of the written agreement shall apply to the specified activities. When SUBRECIPIENT retains program income, transfer of loan funds by the City to SUBRECIPIENT shall be adjusted according to the principles described in paragraphs (b)(2)(I) and (ii) of 24 CFR 570.504. Any program income on hand when the agreement expires, or received after the agreement's expiration, shall be paid to the City as required by 24 CFR section 570.503(b)(8).

The requirements set forth in 24 CFR 570.504(c). At the end of the program year, the City requires remittance of all interest earned on program income balances (including investments thereof) held by SUBRECIPIENT as required by the provisions at 570.500(b).

Layton City will track all interest earned on program income balances.

- s. Environmental Review Responsibilities. (i) SUBRECIPIENT does not assume the City's environmental responsibilities described at section 570.604; and (ii) SUBRECIPIENT does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR part 52.

17. REDUCTION IN ADMINISTRATIVE COMPENSATION: In the event that HUD should, for any reason, reduce or eliminate the City's CDBG funding, the City shall have the right to renegotiate the amount of compensation due SUBRECIPIENT for the ACTIVITIES FUNDED as provided herein, or, at the sole discretion of the City, to terminate this Agreement.

18. TERMINATION FOR CAUSE: The City shall have the right to terminate this Agreement for cause in the event: SUBRECIPIENT fails to fulfill in timely or satisfactory manner any of the activities set forth in its Scope of Work as set forth in Exhibit "A" and fails to cure any default after seven (7) days written notice from the City of such default or breach; SUBRECIPIENT breaches or violates any covenant, agreement or assurance herein; or in the event any source of funding of this Agreement set forth in the paragraph above entitled "Reduction in Administrative Compensation" becomes impounded or otherwise unavailable, reduced or eliminated. In order to so terminate for cause, the City shall give SUBRECIPIENT written notice by certified mail specifying the cause and the effective date of termination which may be effective upon SUBRECIPIENT's receipt of notice, except as specifically provided above. In the event the City terminates this Agreement due to SUBRECIPIENT's failure to cure any default as provided herein or due to SUBRECIPIENT's breach or violation of any covenant, agreement or assurance herein, the City may, at its option, make written demand for repayment of, and SUBRECIPIENT shall immediately upon receipt of such written demand of the City, repay all sums received by SUBRECIPIENT from the City under this Agreement as of the date of said demand, plus interest thereon at the highest legal rate plus all expenses incurred by the City, including reasonable attorney's fees incurred in recovering said sums.

19. TERMINATION WITHOUT CAUSE: The City, without cause, may terminate this Agreement by giving SUBRECIPIENT thirty (30) day written notice by certified mail.

20. SETOFF: Notwithstanding any provision appearing to the contrary, SUBRECIPIENT shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by SUBRECIPIENT. The City may withhold payment of compensation to SUBRECIPIENT for the purpose of setoff until such time as the exact amount of damage incurred by the City which would be due from SUBRECIPIENT is determined and paid. Such damages may include HUD's disqualification of ACTIVITIES FUNDED because of SUBRECIPIENT's failure to properly administer the same.

21. REVERSION OF ASSETS: SUBRECIPIENT must return any CDBG funds on hand at the end of this Agreement. If the SUBRECIPIENT fails to complete the project, or if the Agreement is terminated for cause as provided in Paragraph 18 above, the SUBRECIPIENT shall convey the underlying land back to the City unencumbered.

22. INTEGRATED DOCUMENT: This Agreement embodies the entire Agreement between City and SUBRECIPIENT for the scope of services and their terms and conditions. No verbal agreements or conversation with any officer, agent or employee of the City prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon the City.

23. AMENDMENTS: This Agreement may be amended only by written agreement of the parties hereto.

24. SEVERABILITY OF PROVISIONS: If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable laws.

25. NON-ASSIGNABILITY: SUBRECIPIENT shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement without written consent of the City.

26. NO THIRD PARTY BENEFICIARIES: SUBRECIPIENT's obligations are solely to the City and to HUD and the City's obligations are solely to SUBRECIPIENT and to HUD. This Agreement shall confer no third party rights whatsoever other than those between the parties hereto and HUD.

27. SUCCESSORS: SUBRECIPIENT covenants that the provisions of this Agreement shall be binding upon heirs, successors, sub-contractors, representatives and agents, subject to the provisions set forth in paragraph 25 of this Agreement.

28. AMBIGUITY: Any ambiguity in this Agreement shall be construed in favor of the City.

29. GOVERNING LAW: This Agreement shall be enforced in and governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 2015.

LAYTON CITY CORPORATION

By: _____
ROBERT J STEVENSON, Mayor

APPROVED AS TO FORM:



GARY CRANE, City Attorney

ATTEST:

THIEDA WELLMAN, City Recorder

HAVE A HEART

By: _____
MIKE OSTERMILLER, Executive Director

State of Utah)
 : ss.
County of Davis)

The forgoing instrument was acknowledged before me this _____ day of _____, 2015 by MIKE OSTERMILLER, Executive Director of Have a Heart, an independent 501(c)(3) non-profit organization.

NOTARY PUBLIC, residing in Davis County, Utah

My Commission Expires:

EXHIBIT "A"

SCOPE OF WORK

The mission of the Have a Heart program is to help families realize the American dream of homeownership. In total, Have a Heart has provided homes for over twenty families. The Have a Heart project began in 1998 as a community service project from the Northern Wasatch Association of Realtors. The Northern Wasatch Home Builders Association joined soon after. With their help, Have a Heart has been able to construct new homes in Davis and Weber counties. Have a Heart sells new homes to families, with various special needs at a substantially discounted price. This is made possible by builders and subcontractors who donate their supplies, services and labor hours.

Layton City will provide a lot purchased by Community Development Block Grant money to the Have a Heart program to assist with the construction of one house. Upon completion, the house will be sold to a low to moderate income buyer. The City currently owns the property that has been subdivided into a residential lot that will be used as a building lot for the one (1) house described in this Exhibit "A".

Have a Heart, in cooperation with Layton City, will find a buyer for the house. The buyer must meet United States Department of Housing and Urban Development qualifications and must obtain third party financing. The sale price of the house will be agreed upon by both Have a Heart and the City. After the sale price has been selected and an appraisal completed, Layton City will carry a Promissory Note and Deed of Trust, agreed upon by the buyer, for the difference between the sale price and the appraisal.

Have a Heart will oversee the construction of the house. Construction on the house will begin in 2015 and be completed by June 2016.

EXHIBIT "B"

BASIS FOR COMPENSATION

The City will provide the Community Development Block Grant purchased lot, on which will be constructed one house. The lot is located at 211 West Golden Avenue, Layton, Utah 84041.

All necessary City ordinances and codes will be followed for the construction of the house.

WHEN RECORDED, MAIL TO:

Layton City
CDBG Administrator
437 N. Wasatch Drive
Layton, UT 84041

WARRANTY DEED

LAYTON CITY CORPORATION, GRANTOR, of 437 North Wasatch Drive, City of Layton, County of Davis, State of Utah, hereby **CONVEY** and **WARRANT** to Have a Heart, a 501(c)(3) non-profit organization, of 5703 South 1475 East, City of South Ogden, County of Weber, State of Utah, for the sum of Ten Dollars (\$10.00) and/or other valuable consideration, the following described tract(s) of land in Davis County, State of Utah:

Legal Description as recorded with the Davis County, Utah Recorder's Office:

BEG A PT 1313 FT S & 384.4 FT W FR NE COR SEC 20-T4N-R1W, SLM; TH W 72 FT; TH S 120 FT TO N LINE OF A STR; TH E 72 FT ALG SD STR; TH N 120 FT TO POB. CONT. 0.20 ACRES.

PARCEL NO. 10-068-0017

WITNESS, the hands of said Grantors, this _____ day of _____, 2015.

GRANTOR:

ROBERT J STEVENSON, MAYOR

Approved as to Form

By _____
Date 6/10/15

ORDER

_____ day of _____, 2015, personally appeared before me
ROBERT J STEVENSON, _____ duly acknowledged to me that he is the MAYOR of LAYTON
CITY, and who duly acknowledged to me that he is the owner of the above noted property, and
that the document was signed by him in behalf of said corporation, and ROBERT J
STEVENSON acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

The WARRANTY DEED signed by ROBERT J STEVENSON dated the ____ day of _____, 2015, has been accepted by Have a Heart on the ____ day of _____, 2015.

MIKE OSTERMILLER, EXECUTIVE DIRECTOR

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2015, personally appeared before me MIKE OSTERMILLER, who duly acknowledged to me that he is the EXECUTIVE DIRECTOR of HAVE A HEART, and that the document was signed by him in behalf of said corporation, and MIKE OSTERMILLER acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

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

Item Number: 5.G.

Subject:

Amend Chapter 15, Title 3 of the Layton Municipal Code - Consolidated Fee Schedule - Ordinance 15-23

Background:

The City has consolidated most fees and charges into one place within the Municipal Code, which is adopted and amended by ordinance.

The following changes are being proposed:

Sanitary Sewer Fees:

The North Davis Sewer District has adopted increased rates for all customers by \$3.00 per month. Charges for excess usage will also increase by \$0.30 per 1000 gallons. The City will pass these charges on to utility customers.

Refuse:

The City renegotiated its contract with Waste Management for garbage collection and disposal services. This resulted in an increase of \$0.35 per month for the first can and \$0.25 per month for the second can. Waste Management also included an opt-in option for recycling at \$5.50 per can per month.

Community Development:

Staff has been performing additional reviews for developers without being compensated. Most developments are reviewed and approved with two development reviews. In order for the City to cover costs for reviews beyond the normal two submittals, Staff is recommending to adopt re-submittal fees for site plans, public and private subdivisions and PRUD's.

Site Plan Review:

Site Plan Re-Submittal Review Fee (Required each time after 2nd Submittal)
\$100 Each Plan

Public & Private Subdivision Review:

Preliminary Re-Submittal Review Fee (Required each time after 2nd Submittal)
\$50 Each Submittal
\$15 per Lot

Final Re-Submittal Review Fee (Required each time after 2nd Submittal)
\$50 Each Submittal
\$15 per Lot

PRUD Review:

Preliminary Re-Submittal Review Fee (Required each time after 2nd Submittal)

\$100 Each Submittal

\$25 per lot/bldg

Final Re-Submittal Review Fee (Required each time after 2nd Submittal)

\$100 Each Submittal

\$25 per lot/bldg

Alternatives:

1) Adopt Ordinance 15-23 amending the Consolidated Fee Schedule as proposed; 2) Adopt Ordinance 15-23 with any amendments the Council deems appropriate; or 3) Not adopt Ordinance 15-23 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Ordinance 15-23 amending the Consolidated Fee Schedule.

ORDINANCE 15-23

**AMENDING CHAPTER 15, TITLE 3 OF THE LAYTON MUNICIPAL CODE,
AMENDING FEES OF THE CONSOLIDATED FEE SCHEDULE.**

WHEREAS, Layton City charges various fees which are collected by different departments and divisions of the City; and

WHEREAS, these fees are collected to offset the expense of providing certain municipal services and to pay the cost of regulating certain businesses; and

WHEREAS, some additions and changes need to be made to the consolidated fee schedule; and

WHEREAS, the City Council of Layton City desires to change the amount of some of the fees; and

WHEREAS, the City Council of Layton City finds that the fees set forth herein are reasonable, and should be adopted.

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

SECTION I: Enactment. Chapter 15, Title 3 of the Layton Municipal Code is hereby amended as set forth in the Consolidated Fee Schedule of Layton City Corporation, as attached hereto and made a part of this ordinance as though set forth in full herein.

SECTION II: Severability. If any section, subsection, sentence, clause or phrase of this ordinance 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 ordinance.

SECTION III: Effective Date. This Ordinance shall become effective immediately upon passing hereof.

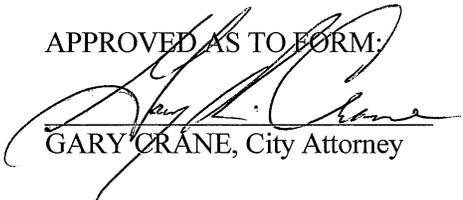
PASSED AND ADOPTED by the City Council of Layton, Utah, this **18th day of June, 2015**.

ROBERT J STEVENSON, Mayor

ATTEST:

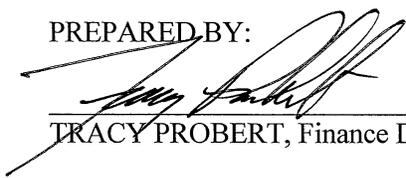
THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:



GARY CRANE, City Attorney

PREPARED BY:



TRACY PROBERT, Finance Director

Public Works: (continued)

Water & water service: (continued)

Connection fees (water lines):

Main line cost recouping fee (based on property frontage)	\$22.50 per foot
West Layton area maximum for first connection only	\$1,700

Tapping fees:

¾" line	\$882 each
1" line	\$935 each

Service line extensions in excess of 32 feet:

¾" copper line	\$5.75 per lineal foot
1" copper line	\$6.25 per lineal foot

Tapping and service line extensions for lines larger than 1 inch shall be done and paid for by the owner or developer.

Meter fees:

5/8" x 3/4"	\$230 each
¾"	\$245 each
1"	\$315 each
1 1/2"	\$585 each
2"	\$1,805 each
3"	\$2,000 each
4"	\$2,630 each
6"	\$4,125 each
8"	\$4,860 each

Construction water \$20

Fire line connection fee \$50 per diameter inch of line size

Water exaction fee in lieu of water shares:

Residential	\$3,157 per acre-foot
Commercial:	
5/8" meter	\$2,683 each
5/8" X ¾" meter	\$2,683 each
¾" meter	\$4,025 each
1" meter	\$6,709 each
1-1/2" meter	\$13,417 each
2" meter	\$38,239 each
3" meter	\$64,403 each
4" meter	\$100,629 each
6" meter	\$228,093 each

Sanitary sewer service:

Residential user fee:	single family unit	\$20.45 23.45 per month
	multiple family units, 1st unit	\$20.45 23.45 per month
	plus each additional unit	\$20.45 23.45 per month
Trailer courts	1st unit	\$20.45 23.45 per month
	plus each additional unit	\$20.45 23.45 per month
Hotels, motels		\$8.18 per month per unit
Churches, schools, commercial, hotels, motels and similar		\$20.45 23.45 per month
	plus, for the months of October thru April -	
	\$1.35 1.65 per 1,000 gallons, or fraction thereof for water consumed in that month over 6,000 5,000 gallons, or	
	plus, for the months of May thru September -	
	\$1.35 1.65 per 1,000 gallons or fraction thereof for water consumed in the previous March April over 6,000 5,000 gallons.	

Connections approved and made to another city's line will be charged that city's fee and remitted according to the interlocal agreement.

Sanitary sewer service to customers outside the boundaries of the City will be charged double.

Connection fees (based on property frontage) \$18.00 per foot

Public Works: (continued)

Sanitary sewer service: (continued)

Connection inspection fee	\$30 per inspection
Connection fees on payback agreements as per agreed in payback agreement with developer	

Refuse service:

Residential Automated Collection	
per household with up to one container	\$40.70 11.05 per month
additional container	\$8.10 8.35 per month each
Recycling can – collected every other week	\$5.50 per month

Storm sewer fees:

Single family residential	\$4.60 per month
PRUD R-2 zone	\$38.40 per acre per month
Multi-family and PRUD R-M zone	\$44.80 per acre per month
Multi-family R-2 zone	\$38.40 per acre per month
Mobile home park	\$44.80 per acre per month
Park and open space, both public and private	\$12.80 per acre per month
School	\$25.60 per acre per month
Church	\$44.80 per acre per month
Hospital	\$57.60 per acre per month
Commercial	
P-B, all C-P and C-H zones	\$57.60 per acre per month
B-RP zone	\$48.00 per acre per month
Manufacturing – M-1 and M-2 zones	\$57.60 per acre per month

Street Lighting System Fees:

Residential Fee:	
Single family unit	\$2 per month (\$4 per billing cycle)
Multi-family unit	\$1 per month per unit
Commercial Fee (hotel, motel, church, school or similar)	\$2 per month per equivalent residential unit
Fixture fees:	
For street rights of way 66 feet and wider:	
Tear drop pole and fixture	\$4,100 each
Single light fluted pole and fixture	\$2,500 each
Double light fluted pole and fixture	\$5,000 each
For street rights of way less than 66 feet:	
Street light fixture (standard)	\$2,000 each
Street light fixture (option 1)	\$2,200 each
Street light fixture (option 2)	\$2,400 each
Street light installation fees: (Installation by City contractor)	
Install Layton City provided SL-02 street light pole & fixture	\$650 each
Install Layton City provided SL-04 street light pole & fixture	\$1,180 each
Install Layton City provided SL-01 street light pole & fixture	\$1,250 each
Install Layton City provided SL-03 street light pole & fixture	\$840 each
Furnish and install schedule 40 PVC conduit and #6 TC direct burial copper cable	\$18 per LF
Furnish and install splice box	\$310 each
Furnish and install stainless steel meter housing	\$2,450 each

Community Development: (continued)

Business license fees: (continued)

Second Hand Dealer:		
base fee		\$100
inspection fee		\$50
Pawn Dealer:		
base fee		\$100
inspection fee		\$50
Swap Meet Organizer: (requires \$1,000 performance bond in addition to license)		
base fee		\$150
inspection fee		\$50
Swap Meet Seller:		
base fee	\$1 each per day	
inspection fee		\$50
Duplicate Business License		\$10 each
Late payment fee:		
if license is paid 16 to 45 days beyond renewal due date		\$40
if license is paid 46 or more days beyond renewal due date		\$65

Planning & zoning fees:

Site plan review:		
base fee		\$250 each plan
plus acreage fee 0 to 5 acres		\$25 per acre
plus acreage fee 5.01 to 10 acres		\$10 per acre
plus acreage fee 10.01 and above		\$2 per acre
maximum site plan review fee		\$500 each
Site plan re-submittal review fee: (required each time after 2nd submittal)		
base fee		\$100 each
Revised site plan and amendment waiver requests		\$100 each
Recording fees	cost charged by County Recorder	
Site plan review for kiosks, mobile stores & recycling operations		\$50 each
Conditional use permit	site plan fee plus \$100 each	
amendments to conditional use permit		\$100 each
Exception: aid dog applications are exempt from the permit fee		
Public & Private Subdivision review:		
Preliminary or conceptual:		
base fee		\$100 each submittal
plus lot fee		\$25 per lot
Final review:		
base fee		\$250 each submittal
plus lot fee		\$60 per lot
Preliminary re-submittal review fee: (required each time after 2nd submittal)		
base fee		\$50 each submittal
plus lot fee		\$15 per lot

Community Development: (continued)

Planning & zoning fees: (continued)

Public & Private Subdivision review: (continued)

Final re-submittal review fee: (required each time after 2nd submittal)		
base fee		\$50 each submittal
plus lot fee		\$15 per lot
Revised preliminary or conceptual:		
base fee		\$50 each submittal
plus lot fee		\$15 per lot
Final revised review:		
base fee		\$100 each submittal
plus lot fee		\$25 per lot
Amendments after recording:		
base fee		\$100 each submittal
plus lot fee		\$20 per lot
PRUD review:		
Conceptual or rezone:	base fee	\$300 each submittal
	plus lot fee	\$15 per lot/bldg
Preliminary base fee		\$50 each submittal
plus lot fee		\$10 per lot/bldg
Final review:	base fee	\$250 each submittal
	plus lot fee	\$50 per lot/bldg
Preliminary re-submittal review fee: (required each time after 2nd submittal)		
base fee		\$100 each submittal
plus		\$25 per lot/bldg
Final re-submittal review fee: (required each time after 2nd submittal)		
base fee		\$100 each submittal
plus		\$25 per lot/bldg
Revised plan (any stage):	base fee	\$100 each submittal
	plus lot fee	\$25 per lot/bldg
Zoning ordinance amendment (including rezones):	map	\$200 each
	text	\$200 each
Master plan amendment		\$200 each
Annexation or boundary adjustment request:		\$700
If annexation and rezone are combined		add \$100
Street vacation, street name change, or street dedication		\$250 each
Fee for extra Planning Commission meetings requested by developers		\$125 per meeting
Board of Adjustments appeal filing fee		\$250 each
Completion of on-site/off-site improvements bond		\$1,000 minimum
Residential remodel or addition bond		\$200 minimum
Residential/single family storm water pollution prevention bond		\$500 minimum
Commercial/Industrial/Residential multi-family storm water pollution prevention bond	\$1,000 minimum +\$250 per each additional acre	
Commercial completion bond		125% of landscaping costs

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

Item Number: 6.A.

Subject:

Amend the Adopted Budget for Layton City for the Fiscal Year Beginning July 1, 2014 and Ending June 30, 2015 - Ordinance 15-21

Background:

Utah State Code Sections 10-6-127 and 10-6-128 provide that amendments may be made to any fund after advertising and holding a public hearing.

A public hearing was advertised for June 18, 2015, to hear all interested persons regarding the amendments to the 2014-2015 budget.

Staff compiled a summary of the amendments as part of the proposed ordinance and will provide them to the Council for review.

The Council should hear all interested persons regarding the amendments prior to adoption.

Alternatives:

Alternatives are to 1) Adopt Ordinance 15-21 amending the adopted budget for fiscal year 2014-2015; 2) Adopt Ordinance 15-21 with any amendments the Council deems appropriate; or 3) Not adopt Ordinance 15-21 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Ordinance 15-21 amending the adopted budget for fiscal year 2014-2015.

ORDINANCE 15-21

AMENDING THE ADOPTED BUDGET FOR LAYTON CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2014, AND ENDING JUNE 30, 2015.

WHEREAS, a budget was previously approved and adopted by the City Council as required by law; and

WHEREAS, a public hearing has been advertised and held as required by law for Thursday, June 18, 2015, at the Layton City Center, for the purpose of hearing all interested persons on the matter of said budget amendments; and

WHEREAS, said public hearing having been duly and regularly held, and all persons present to be heard, having been heard; and

WHEREAS, the City Council must approve and adopt amendments to the budget for the period beginning July 1, 2014, and ending June 30, 2015, for Layton City, Utah.

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

SECTION I: That the City Council of Layton City, Davis County, State of Utah, does hereby approve and adopt the budget amendments for the fiscal year beginning July 1, 2014, and ending June 30, 2015, in form and amounts set forth in the written document attached hereto and made a part of this ordinance, as though set forth in full herein.

SECTION II: That the City Council of Layton City, does hereby approve the encumbrance of appropriated funds for all purchases made by authorized purchase order and contracts entered on or before June 30, 2015, and that all such debts be paid from the appropriations made herein and on such dates as practicable, and that such encumbered appropriations be added to and accounted with the fiscal year budget beginning July 1, 2015.

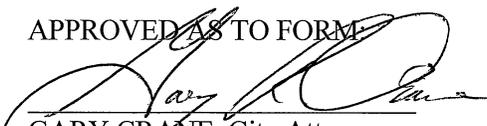
PASSED AND ADOPTED by the City Council of Layton, Utah, this **18th day of June, 2015**.

ROBERT J STEVENSON, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM



GARY CRANE, City Attorney

PREPARED BY:



TRACY PROBERT, Finance Director

Layton City Corporation
FY2014-2015 Budget Amendment Summary

General Fund

General	\$ 411,891.05	Net additions and reductions of the budget
	\$ 25,699.12	Appropriation of fund balance <i>Emergency management grant carryover, Amphitheater concrete project, UTOPIA lines to expand WIFI</i>
	\$ 302,925.12	Revenue received for which a preliminary estimate was not available <i>Police and fire special services, DATC equipment rental, class fees Insurance proceeds</i>
	\$ 49,200.00	Transfers of revenue between funds or departments <i>Impact fees for park master plan, Contingency for Amphitheater cover</i>
	\$ 34,066.81	Grant revenue that was unanticipated or for which a preliminary estimate was not available
	<u>\$ 411,891.05</u>	

Other Funds

Davis Metro	\$ 62,000.00	Appropriate additional grant funds requested for overtime and buy money program
CDBG	\$ 99,400.00	Reappropriate old funds and appropriate new funds for school housing project and housing renovation program
Impact Fee	\$ 44,200.00	Appropriate funds for the park master plan update
Capital projects	\$ 73,520.00	Appropriate B&C road funds for West Davis interchange evaluation Appropriate wildland fire revenue for partial payment on new engine
Street Lighting	\$ 267,000.00	Recognize developer payments and appropriate funds for purchase of lighting equipment
Storm Sewer	\$ 20,000.00	Recognize additional impact fee revenue and appropriate to the master plan update
Sewer	\$ 8,464.51	Recognize insurance proceeds to cover cost of humanitarian assistance for backup caused by outside contractor
Swimming pool	\$ 27,073.00	Recognize use of net assets and insurance proceeds for repair and replacement of air exchanger and boiler
EMS	\$ 4,451.00	Recognize State EMS grant and standby revenue received and appropriate to standby wages and supplies

Budget Amendments Fiscal Year 2014 - 2015

Budget Amendments Fiscal Year 2014 - 2015		
Fund:		
	Department/Division	Increase
	Description	(Decrease)
General Fund:		
<u>Expenditure:</u>		
	Management Services - Administration	
	Appropriate funds from prior year budget for current year Emergency management needs	\$ 13,062.53
	Management Services - Information Technology Services	
	Appropriate fund balance for expansion of WIFI - Layton Lightspeed - in commons park at shop	\$ 2,000.00
	Police - Administration	
	Appropriate revenue from DARE and other special services to cover costs	\$ 20,000.00
	Appropriate police special services revenue to cover associated costs	5,500.00
	Appropriate CIT class revenue to class supplies account	1,575.00
	Appropriate bulletproof vest grant revenue	1,800.00
	Police - Patrol	
	Appropriate revenue from DARE and other special services to cover costs	36,718.00
	Appropriate police special services revenue to cover associated costs	22,815.00
	Appropriate bulletproof vest grant revenue	2,422.00
	Police - Support Services	
	Appropriate revenue from DARE and other special services to cover costs	27,916.00
	Appropriate police special services revenue to cover associated costs	17,290.00
	Appropriate bulletproof vest grant revenue	1,036.00
		\$ 137,072.00
	Fire	
	Appropriate Federal grant revenue for urban search and rescue equipment	\$ 17,613.00
	Appropriate reimbursement funds for HAFB exercise and SHSP activities at training tower	6,195.81
	Appropriate DATC rental revenue to cover SCBA repairs and turnout equipment	12,800.00
	Appropriate training tower rental revenue	450.00
	Appropriate State Fire Corps grant for sound system for school presentations	3,000.00
	Appropriate wildland fire revenues to cover personnel, vehicle repairs and fuel	87,275.00
	Appropriate wildland fire revenues to cover wildland equipment costs	6,586.69
	Appropriate wildland fire revenues to cover training and tires	3,600.00
		\$ 137,520.50
	Community & Economic Development	
	Reimbursement for participation in a UTA study	1,071.43
	Recreation	
	Appropriate Turkey Bowl revenues to cover family recreation expenses	938.00
	Appropriate fund for Amphitheater cover replacement and painting	5,000.00
		5,938.00
	Parks	
	Appropriate donation to Holiday lighting activities	921.00
	Appropriate funds for UTOPIA line to City building (old Catholic seminary)	7,000.00
	Appropriate park impact fees to master plan update	44,200.00
	Appropriate funds for cost overruns on Museum and Amphitheater concrete replacement	3,636.59
		55,757.59
	Non-departmental	
	Transfer EDCUtah grant revenue to EDA fund for CDA project	2,000.00
	Transfer to the pool fund of insurance proceeds from air exchanger fire	7,469.00
	Transfer wildland fire revenue to the capital projects fund to cover partial cost of new engine in 2017	50,000.00
		59,469.00
	Total General Fund Expenditure	\$ 411,891.05
	<u>Revenue:</u>	
	Fund balance to cover boring and materials for additional UTOPIA line to City Building in Park	7,000.00
	Fund balance to reappropriate unspent emergency management budget from 2013-2014	13,062.53
	Fund balance to cover cost overruns on the Museum and Amphitheater concrete replacement	3,636.59
	Fund balance to expand wireless capability to community center and parks shop building	2,000.00
	Reappropriate Council contingency funds for Amphitheater cover	5,000.00

Budget Amendments Fiscal Year 2014 - 2015

Fund:		Increase (Decrease)
	Department/Division	
	Description	
	Donation from Custom Rods for Holiday Lighting Activities	921.00
	Transfer in from park impact fee fund for master plan update	44,200.00
	Recognize Turkey Bowl revenue - family recreation activity	938.00
	Recognize reimbursement for UTA study participation	1,071.43
	Recognize federal grant for urban search and rescue equipment	17,613.00
	Recognize EDCUtah grant for CDA development	2,000.00
	Recognize revenue from wildland fire activities to cover training costs and tires	3,600.00
	Recognize DATC rental revenue to cover equipment costs	12,800.00
	Recognize training tower rental income	450.00
	Recognize CIT class fees	1,575.00
	Recognize State fire core grant for sound system for school presentations	3,000.00
	Recognize anticipated police special services revenue	45,605.00
	Recognize wildland fire revenue to cover wildland equipment costs	6,586.69
	Recognize wildland fire revenue to transfer to the Capital projects fund for fire engine	50,000.00
	Recognize wildland fire revenue to cover associated costs	87,275.00
	Recognize police special services revenue to cover costs of overtime and materials	84,634.00
	Recognize bulletproof vest grant revenue	5,258.00
	Recognize revenue for reimbursement of costs for HAFB exercise and SHSP activities	6,195.81
	Recognize insurance proceeds from fire at the pool	7,469.00
	Total General Fund Revenue	\$ 411,891.05
CDBG		
	Expenditure:	
	Appropriate funds for new Davis School District housing project	\$ 85,400.00
	Appropriate FY 12-13 grant revenue to Envision Layton program	10,000.00
	Appropriate additional housing renovation funds	4,000.00
		\$ 99,400.00
	Revenue:	
	Recognize FY 12-13 grant revenue previously unspent	\$ 85,400.00
	Recognize FY 12-13 grant revenue previously unspent	10,000.00
	Recognize additional housing renovation program income	4,000.00
		\$ 99,400.00
Impact Fees		
	Expenditure:	
	Transfer to General fund for Parks Master Plan update	\$ 44,200.00
	Revenue:	
	Recognize park impact fees used for Master Plan update	\$ 44,200.00
Davis Metro Narcotic Strike Force Fund:		
	Expenditure:	
	Appropriate additional grant revenue used in buying operations	\$ 10,000.00
	Appropriate additional allocation from grant for overtime	27,000.00
	Appropriate additional grant revenue used in buying operations	25,000.00
		\$ 62,000.00
	Revenue:	
	Recognize additional grant revenue received from DEA	\$ 10,000.00
	Recognize additional grant revenue received from DEA	27,000.00
	Recognize additional grant revenue received from DEA	25,000.00
		\$ 62,000.00
Capital Projects Fund		
	Expenditure:	
	Appropriate transfer from B&C road fund for work on West Davis Corridor interchange evaluations	\$ 23,520.00
	Appropriate wildland fire revenue to cover partial cost of new fire engine in 2017	50,000.00
	Total Expenditure	\$ 73,520.00
	Revenue:	
	Recognize transfer from B&C road fund	\$ 23,520.00
	Recognize transfer of wildland fire revenue from the general fund	50,000.00
	Total Revenue	\$ 73,520.00

Budget Amendments Fiscal Year 2014 - 2015

Fund:		
	Department/Division	Increase
	Description	(Decrease)
Street Lighting Fund		
Expenditure:		
	Purchase street lights paid for by developers	\$ 117,000.00
	Purchase street lights paid for by developers	101,013.00
	Purchase street lights paid for by developers	48,987.00
	Total Expenditure	\$ 267,000.00
Revenue:		
	Use of fund balance from prior year projects to purchase street lights	\$ 117,000.00
	Recognize revenue paid by developers for street lights	101,013.00
	Recognize revenue paid by developers for street lights	48,987.00
	Total Revenue	\$ 267,000.00
Storm Sewer Fund:		
Expenditure:		
	Appropriate additional impact fee revenue to expand work on the Master Plan	\$ 20,000.00
	Total Expenditure	\$ 20,000.00
Revenue:		
	Recognize additional impact fee revenue to cover expansion of the Master Plan	\$ 20,000.00
	Total Revenue	\$ 20,000.00
Sewer Operations Fund:		
Expenditure:		
	Humanitarian assistance for sewer backups caused by construction company	\$ 8,464.51
	Total Expenditure	\$ 8,464.51
Revenue:		
	Insurance proceeds covering sewer backups caused by construction company	\$ 8,464.51
	Total Revenue	\$ 8,464.51
Swimming Pool Fund:		
Expenditure:		
	Appropriate fund balance to pay the deductible for fire damage at the pool	\$ 10,000.00
	Appropriate insurance proceeds received for fire damage to the air exchanger	7,469.00
	Appropriate fund balance to pay for the cost to repair pool boiler damaged in power outage	9,604.00
	Total Expenditure	\$ 27,073.00
Revenue:		
	Use of fund balance to cover the deductible cost from the air exchanger fire	\$ 10,000.00
	Recognize insurance proceeds received for fire damage to the air exchanger	7,469.00
	Use of fund balance to cover cost of repairs for pool boiler damaged in power outage	9,604.00
	Total Revenue	\$ 27,073.00
Emergency Medical Services Fund		
Expenditure:		
	Appropriate funds for ambulance standby wages	\$ 1,425.00
	Appropriate State EMS grant funds received for supplies purchases	3,026.00
	Total Expenditure	\$ 4,451.00
Revenue:		
	Recognize revenue from ambulance standby calls	\$ 1,425.00
	Recognize State EMS grant - Supplies	3,026.00
	Total Revenue	\$ 4,451.00

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

Item Number: 6.B.

Subject:

Adopt the Budget and Property Tax Rate for Layton City for Fiscal Year July 1, 2015 to June 30, 2016 -
Adopt the Schedule of Compensation for Elective, Statutory and Appointed Officers - Ordinance 15-22

Background:

Utah State Code Section 10-6-118 requires the Council to adopt a budget on or before June 22, 2015. Section 10-6-133 requires the Council to set a property tax rate on or before June 22, 2015. Section 10-3-818 requires the Council to change compensation of elective, statutory and appointed officers by ordinance.

A public hearing was set and advertised for June 18, 2015, to hear all interested persons regarding the tentative budget and proposed changes to the schedule of compensation for elective, statutory and appointed officers. The tentative budget has been available for public inspection since May 7, 2015.

Changes to the annual compensation of elective, statutory and appointed officers will be the same as all other City employees.

Council should hear all interested persons regarding the budget and compensation of officers. The proposed property tax rate is the Certified Tax Rate as will be determined by the Davis County Clerk/Auditor and the State Tax Commission.

The Mayor and Council received copies of the budget document prior to the meeting.

Alternatives:

Alternatives are to 1) Adopt Ordinance 15-22 adopting the budget for fiscal year 2015-2016 and the schedule of compensation for elective, statutory and appointed officers, and setting a property tax levy equal to the Certified Tax Rate; 2) Adopt Ordinance 15-22 with any amendments the Council deems appropriate; or 3) Not adopt Ordinance 15-22 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Ordinance 15-22 adopting the budget for fiscal year 2015-2016 and the schedule of compensation for elective, statutory and appointed officers, and setting a property tax levy equal to the Certified Tax Rate.

ORDINANCE 15-22

ADOPTING THE BUDGET AND PROPERTY TAX RATE FOR LAYTON CITY FOR FISCAL YEAR JULY 1, 2015, THROUGH JUNE 30, 2016; AND ADOPTING THE SCHEDULE OF COMPENSATION FOR ELECTIVE, STATUTORY AND APPOINTED OFFICERS.

WHEREAS, a tentative budget was prepared, adopted, and made available to the public by the City Council as required by law; and

WHEREAS, a public hearing has been advertised and held on Thursday, June 18, 2015, for the purpose of hearing all interested persons on the matter of said budget; and

WHEREAS, a public hearing has been advertised and held on Thursday, June 18, 2015, for adopting the schedule of compensation of elective, statutory and appointed officers for Layton City; and

WHEREAS, said public hearings, having been duly and regularly held and all persons present to be heard having been heard; and

WHEREAS, it is the desire of the City that its elective, statutory and appointed officers receive compensation adjustments in the same fashion and based on the same economic considerations as the City's general employees; and

WHEREAS, the City Council has duly and fully considered the proposed budget and is ready to adopt the budget and property tax rate for Layton City, Utah.

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

SECTION I: Repealer. If any provisions of the City's Code heretofore adopted are inconsistent herewith they are hereby repealed.

SECTION II: Enactment. That the City Council of Layton City, Davis County, State of Utah, does hereby adopt property tax rate equal to the certified property tax rate, as defined in the Utah State Code and as determined by the Davis County Clerk/Auditor and the Utah State Tax Commission.

SECTION III: That the City does hereby adopt a budget for the fiscal year beginning July 1, 2015, in form and amount set forth in the written budget document attached hereto and made a part of this ordinance as though set forth in full herein.

SECTION IV: That the amounts of compensation for the elective, statutory and appointed officers of Layton City are hereby amended as set forth in the compensation schedule and are to be adjusted in the same manner and based on the same economic measures as the City's general employees, unless otherwise directed by the City Council.

SECTION V: That there are hereby appropriated funds from the estimated revenues of Layton City, such sums as necessary to pay the estimated expenditures hereto set forth and made a part hereof. That in addition to these revenues and expenditures, any encumbered funds and accounts for fiscal year ending June 30, 2015, shall be added as if herein included.

SECTION VI: Severability. If any section, subsection, sentence, clause or phrase of this ordinance 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 ordinance.

SECTION VII: Effective Date. This ordinance being necessary for the peace, health and safety of the City shall become effective immediately upon posting.

PASSED AND ADOPTED by the City Council of Layton, Utah, this **18th day of June, 2015**.

ATTEST:

THIEDA WELLMAN, City Recorder

ROBERT J STEVENSON, Mayor

APPROVED AS TO FORM:

PREPARED BY:

GARY CRANE, City Attorney

TRACY PROBERT, Finance Director

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

Item Number: 6.C.

Subject:

Rezone Request - Adams/Craythorne - A (Agriculture) to R-1-8 (Single-Family Residential) - Ordinance 15-15 - Approximately 752 West Gentile Street

Background:

On June 4, 2015, the Council opened the public hearing and at the request of the applicant continued the public hearing to June 18, 2015, to allow an opportunity to explore various options. No public comments were received.

The property proposed for rezone includes 17.36 acres located on the south side of Gentile Street at 752 West. The rezone area consists of two long, narrow parcels (312 feet wide) with Gentile Street frontage on the north and the D&RG Rail Trail corridor on the south. The north parcel contains 8.41 acres and the south parcel contains 8.95 acres.

The rezone area is surrounded by R-2 and R-1-8 zoning to the north, A, R-1-8 and R-1-10 zoning to the east, R-1-8 zoning to the south, and A, R-1-8 and R-1-10 zoning to the west.

Alternatives:

Alternatives are to 1) Adopt Ordinance 15-15 approving the rezone request from A to R-1-8 based on consistency with General Plan land use and density recommendations; or 2) Not adopt Ordinance 15-15 denying the rezone request from A to R-1-8.

Recommendation:

On May 12, 2015, the Planning Commission voted by a margin of 5 to 1 recommending the Council adopt Ordinance 15-15 approving the rezone request from A to R-1-8 based on consistency with the General Plan land use and density recommendation for this area of the City.

Staff supports the recommendation of the Planning Commission.

ORDINANCE 15-15
(Adams/Craythorne)

AN ORDINANCE AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING CLASSIFICATION OF THE HEREINAFTER DESCRIBED PROPERTY, LOCATED AT APPROXIMATELY 752 WEST GENTILE STREET STREET FROM A (AGRICULTURE) TO R-1-8 (SINGLE FAMILY RESIDENTIAL) AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Planning Commission has reviewed the petition and has recommended that the petition to rezone said property from A to R-1-8 be approved; and

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

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

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

SECTION I: Repealer. If any provisions of the City's Code heretofore adopted are inconsistent herewith they are hereby repealed.

SECTION II: Enactment. The zoning ordinance is hereby amended by changing the zone classification of the following property from A (Agriculture) to R-1-8 (Single Family Residential).

BEG 366.5 FT W & 33 FT S FR THE NE COR OF NW1/4 OF SEC 29, T4N-R1W;
SLM: TH W 30 FT; TH S 200 FT, TH W 90 FT, TH N 200 FT, TH W 94.4 FT, TH S
200 FT, TH W 97.45 FT, TH S 1087 FT, TH E 311.95 FT, TH N 1287 FT TO BEG.

CONT. 8.41 ACRES

BEG AT APT ON S BNDY LN OF LAYTON TOWN; W 366.5 FT & S 1320 FT FR NE
COR OF NW 1/4 OF SEC 29; T4N-R1W; SLM: TH W 311.95 FT; TH S 836 FT TO
E'LY R/W LINE OF DRG RY; TH S 33^18' E 545 FT M/L TO PT DUE S OF BEG; TH
N 1275 FT TO BEG.

CONT. 8.95 ACRES.

SECTION III: Update of Official Zoning Map. The Official Layton City Zoning Map is hereby amended to reflect the adoption of this ordinance.

SECTION IV: Severability. If any section, subsection, sentence, clause or phrase of this ordinance 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 the said ordinance.

SECTION V: Effective date. This ordinance 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 more remote from the date of passage thereof.

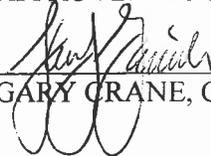
PASSED AND ADOPTED by the City Council of Layton, Utah, this _____ day of _____, 2015.

ROBERT J STEVENSON, Mayor

ATTEST:

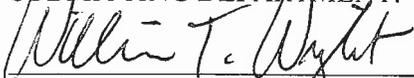
THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:



GARY CRANE, City Attorney

SUBMITTING DEPARTMENT:



WILLIAM T. WRIGHT, Director
Community & Economic Development



STAFF REPORT

TO: City Council

FROM: Peter Matson, AICP - City Planner *P. Matson*

DATE: June 18, 2015

RE: Rezone Request – Adams/Craythorne Development – A to R-1-8 – Ordinance 15-15

LOCATION: 752 West Gentile Street

CURRENT ZONING: A (Agriculture)

CURRENT MINIMUM LOT SIZE: 1 Acre

PROPOSED ZONING: R-1-8 (Single Family Residential)

PROPOSED MINIMUM LOT SIZE: 8,000 square feet

DESCRIPTION OF REZONE AREA

The property proposed for rezone includes 17.36 acres located on the south side of Gentile Street at 752 West. The rezone area consists of two long, narrow parcels (312 feet wide) with Gentile Street frontage on the north and the D&RG Rail Trail corridor on the south. The north parcel contains 8.41 acres and the south parcel contains 8.95 acres. The rezone area is surrounded by R-2 and R-1-8 zoning to the north, A, R-1-8 and R-1-10 zoning to the east, R-1-8 zoning to the south, and A, R-1-8 and R-1-10 zoning to the west.

BACKGROUND INFORMATION AND STAFF REVIEW

The applicant for this rezone is Craythorne Development representing Luke and Diana C. Adams, owners of the property. The north parcel has frontage on Gentile Street between two single-family homes for a width of 100 feet. There is also a small 30-foot section of Gentile Street frontage at the northeast corner of the north parcel (see attached Map 2). The south boundary of the rezone area is contiguous to the D&RG Rail Trail for a distance of 554 feet.

The subdivisions in this neighborhood (bounded by Gentile Street on the north, Flint Street on east, Weaver Lane on the south, and Angel Street on the west) are located in primarily the R-1-8 and R-1-10 zoning districts. The General Plan recommendation for this area of the city is for single-family

residential at 2-4 units per acre. The proposed R-1-8 zone is within this density range and consistent with this recommendation. It is anticipated that, upon rezone of the property, the applicant will pursue development of a single-family subdivision under the guidelines and requirements of the R-1-8 zoning district.

The rezone area is serviceable by city utilities in the area. More specifically, the Engineering Division has identified that the 10" culinary water line in Gentile Street is sufficient to provide service for a distance of 1,500 feet south of Gentile Street. At the 1,500-foot distance, the water line servicing the rezone area will need to be looped to one of the stub streets in the subdivision to the east (see attached Map 2 and Engineering Division memorandum). Sanitary sewer service will need to either connect through an acquired easement to one of the stub streets in the subdivision to the east, or connect through an acquired easement to the 8" sewer line in 775 West (Trailside Drive) on the west side of the D&RG Rail Trail (UTA r-o-w) (see attached Map 2).

Storm drainage for the rezone area will connect to a 48" storm drain line at the south end of the property. The Engineering Division indicates that a detention pond will be required at the south end of the rezone area to detain storm water that will discharge into the 48" line at a rate consistent with city engineering standards. The pond will be owned and maintained by an established HOA.

STAFF RECOMMENDATION

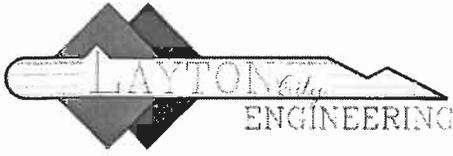
Staff recommends the Council adopt Ordinance 15-15 approving the rezone request from A to R-1-8 based on consistency with the General Plan land use and density recommendations for this area of the city.

Engineering  Planning  Fire 

PLANNING COMMISSION PROCEEDINGS AND RECOMMENDATION

The Planning Commission reviewed this rezone request on May 12, 2015. Several residents were in attendance expressing concerns about the loss of farmland. Residents also discussed the proposed R-1-8 zoning compared to an R-1-10 designation.

The Planning Commission recommended, with a 5 to 1 vote, that the Council adopt Ordinance 15-15 approving the rezone from A to R-1-8 based on consistency with General Plan land use and density recommendations for this area of the city.



Attention Engineers & Developers: Please do not resubmit plans until you have received comments from Layton City Fire Department, Parks Department, Engineering Division and Planning Division. You may expect to receive comments within 7-10 business days of a submittal and within 7 business days of a resubmittal. Thank you.

MEMORANDUM

TO: Luke & Diana Adams
Eric Craythorne; ecraythorne@gmail.com

CC: COMMUNITY DEVELOPMENT & FIRE DEPARTMENT

FROM: Shannon Hansen, Assistant City Engineer - Development

DATE: April 28, 2015

SUBJECT: Luke L and Diana C Adams Rezone
752 West Gentile

I have reviewed the Petition for Amending the Zoning Ordinance for two parcels totaling approximately 17.36 acres at 752 West Gentile. The applicant is requesting a zoning change from A to R-1-8 to match the general plan. The Engineering Department has the following comments or concerns regarding the approval of the rezone.

Water – There is an existing 10” waterline on the south side of Gentile. The waterline will need to be looped after 1,500 feet to provide adequate service. The waterline can be looped to the lines in 225 South, 350 South, or 425 South. A 20 foot easement from the adjoining property owner will need to be obtained by the developer before any development of the southern portion of the property can occur.

Sanitary Sewer – There are two options for a sanitary sewer connection.

There is an 8” sewer line in 225 South and a 10” sewer line in an easement south of 425 South to Weaver Lane. A 20 foot easement from the adjoining property owner will need to be obtained by the developer before any development of the property can occur. If this easement is combined with the culinary water easement, the total easement width would be 30 feet (20 feet for the first utility and 10 feet for the second utility).

The other option is a connection to the 8” line in 775 West on the west side of the UTA right-of-way. A 20 foot easement from the affected property owner will need to be obtained by the developer before any development of the property can occur. Because the connection will be through UTA’s right-of-way, a permit from UTA will be required. This line will be installed under a 48” storm drain line, a fiber optic trunk line, and 2 high pressure gas lines. The line will need to be installed a casing from 10 feet northeast of the storm drain line to 10 feet southwest of the outside gas line.

The following utility information is provided for informational purposes and may not be inclusive.

Storm Drain – There is a 48” storm drain on the south end of the property, which is at capacity. The developer will be required to provide detention for a 100 year return storm event. The pond can discharge into the pipe at a 0.2 cfs/acre release rate. The landscaping for the pond will be owned and maintained by an HOA.

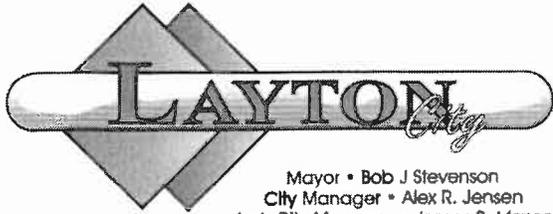
Land Drain – A land drain system will need to be installed. The land drain can connect to the 48” storm drain pipe at the south end of the property.

Lighting – Lighting will be required in the public right of way.

Secondary Water – Secondary water is not available to this site

Water Exactions - Layton City passed a water exaction ordinance on November 4, 2004 requiring all developments to purchase and bring a quantity of water (3 acre-feet per “developed” acre) based on a modified total square footage of lots plus any additional open space. The exact amount of water to be dedicated to Layton City will be determined with the site plan submittal.

Jordon Valley Water has expressed interest in obtaining an easement north of the UTA right-of-way. The contact is JT Cracroft at jtc@jvwcd.org; 801-565-4300.

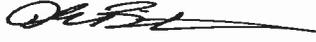


• Fire Department •
Kevin Ward • Fire Chief
Telephone: (801) 336-3940
Fax: (801) 546-0901

Attention Engineers & Developers: Please do not resubmit plans until you have received comments from Layton City Fire Department, Parks Department, Engineering Division and Planning Division. You may expect to receive comments within 7-10 business days of a submittal and within 7 business days of a resubmittal. Thank you.

MEMORANDUM

TO: Community Development, Attention: Julie Matthews

FROM: Douglas K. Bitton, Fire Prevention Specialist 

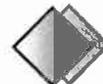
RE: Luke L. and Diana Adams (Rezone) @ 752 West Gentile Street

CC: 1) Luke and Diana Adams, 777 East Gentile Street
2) Eric Craythorne, ecraythorne@gmail.com

DATE: April 20, 2015

I have reviewed the plat received on April 17, 2015 for the above referenced project. The Fire Department, with regards to the rezone, does not have any comments at this time. However, for future development our concerns include but are not limited to the following:

1. A minimum fire flow requirement will be determined for buildings that are to be built on this property. The fire flow requirement must be determined by the Fire Prevention Division of this department and will be based upon the type of construction as listed in the building code and total square footage of the building. Prior to applying for a building permit, provide the Fire Prevention Division of this department the type and size of structure(s) to be built.



2. Designated fire access roads shall have a minimum clear and unobstructed width of 26 feet. Access roads shall be measured by an approved route around the exterior of the building or facility. If dead-end roads are created in excess of 150 feet, approved turnarounds shall be provided.
3. Where applicable, two means of egress may be required.
4. On site fire hydrants may be required.

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

DB\Luke & Diana Adams RZ:kn
Plan # S15-055, District # 44
Project Tracker: #LAY 1504171518





Memorandum

To: Planning Commission
From: JoEllen Grandy, Parks Planner Intern
Date: April 20, 2015
Re: Luke L. & Diana C. Adams, Rezone – 752 W. Gentile St.

The proposed Luke L. & Diana C. Adams Rezone does not impact the Parks & Recreation Department; however, it should be noted that no access is to be allowed from any future lots to the D&RG Trail as development occurs.

The southern section of this rezone is within the future service area of Whispering Willows. All other area is located outside a park service area.

Recommendation

Parks & Recreation supports approval of the Luke L. & Diana C. Adams Rezone located at 752 W. Gentile Street.

Attention Engineers & Developers: Please do not resubmit plans until you have received comments from Layton City Fire Department, Parks Department, Engineering Division and Planning Division. You may expect to receive comments within 7-10 business days of a submittal and within 7 business days of a resubmittal. Thank you.

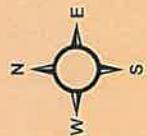
City Council Meeting

June 18, 2015

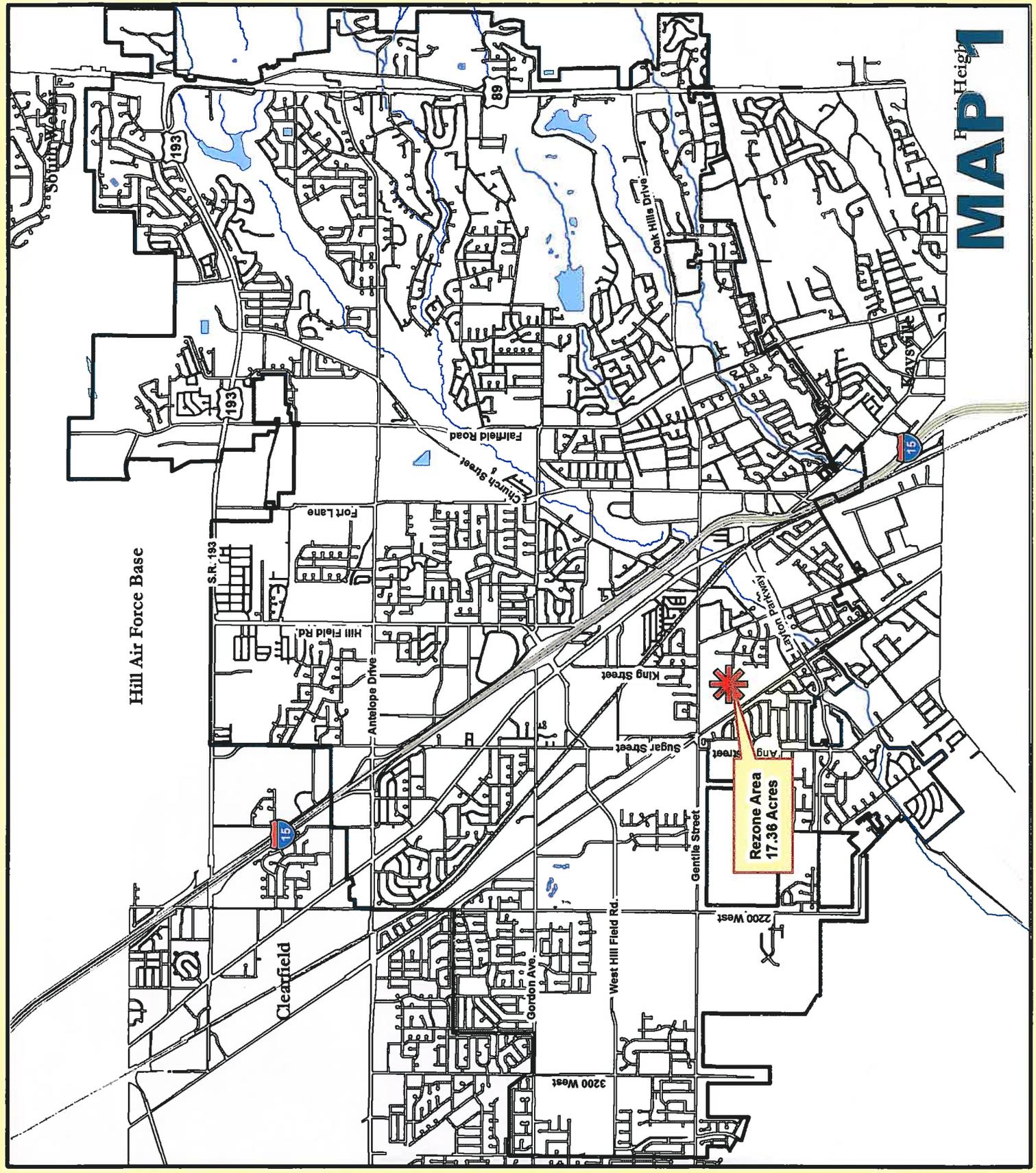
Adams-Craythorne Rezone

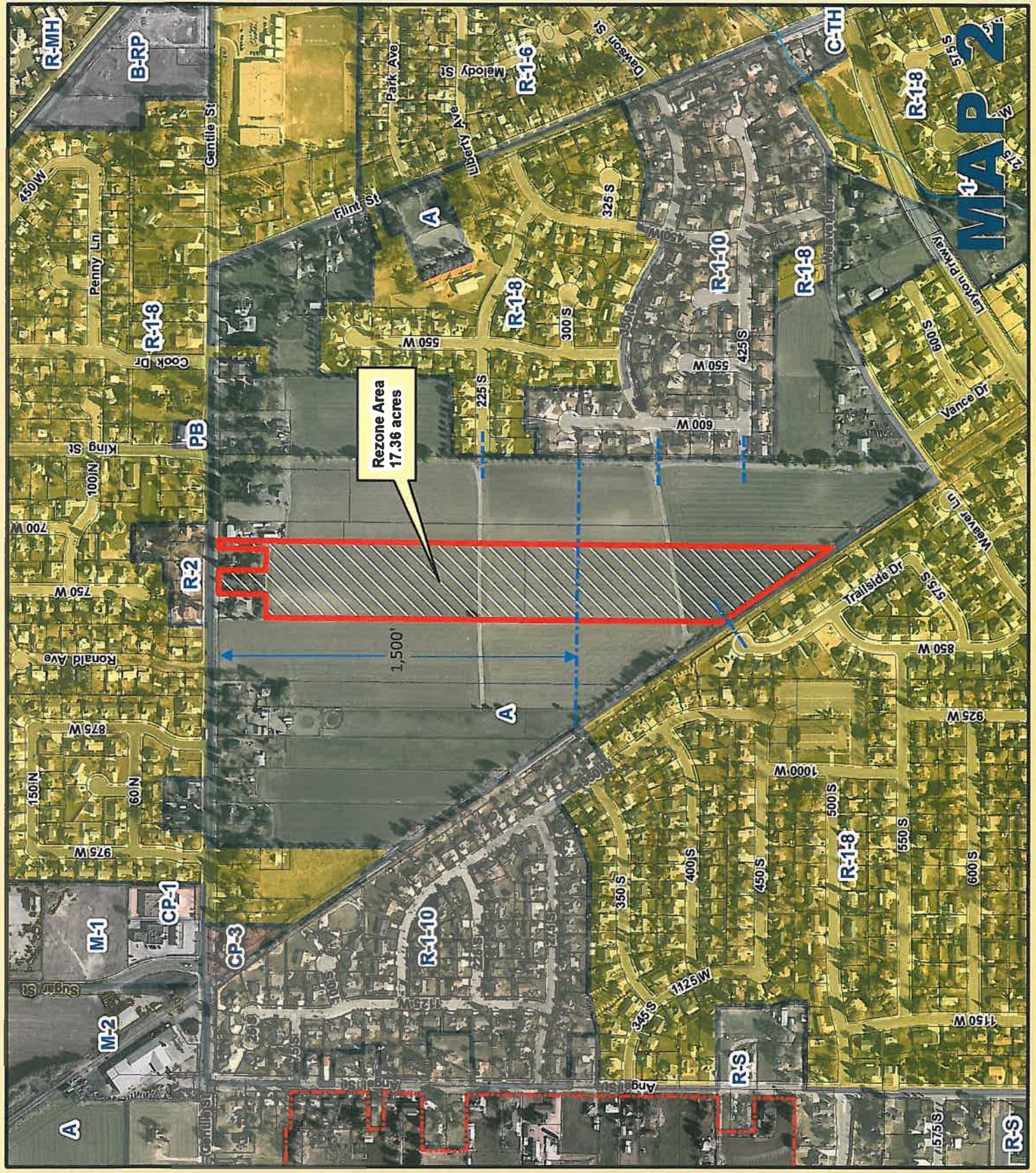
A to R-1-8

- LEGEND**
-  Rail Lines
 -  Interstate 15
 -  Layton City Boundary
 -  Rights of Way
 -  Lakes
 -  Streams
 -  Rezone Area



1 inch = 4,250 feet





MAP 2

City Council Meeting

June 18, 2015

Adams-Craythorne Rezone

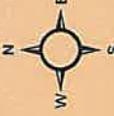
A to R-1-8

**752 West
Gentile Street**

17.36 Acres

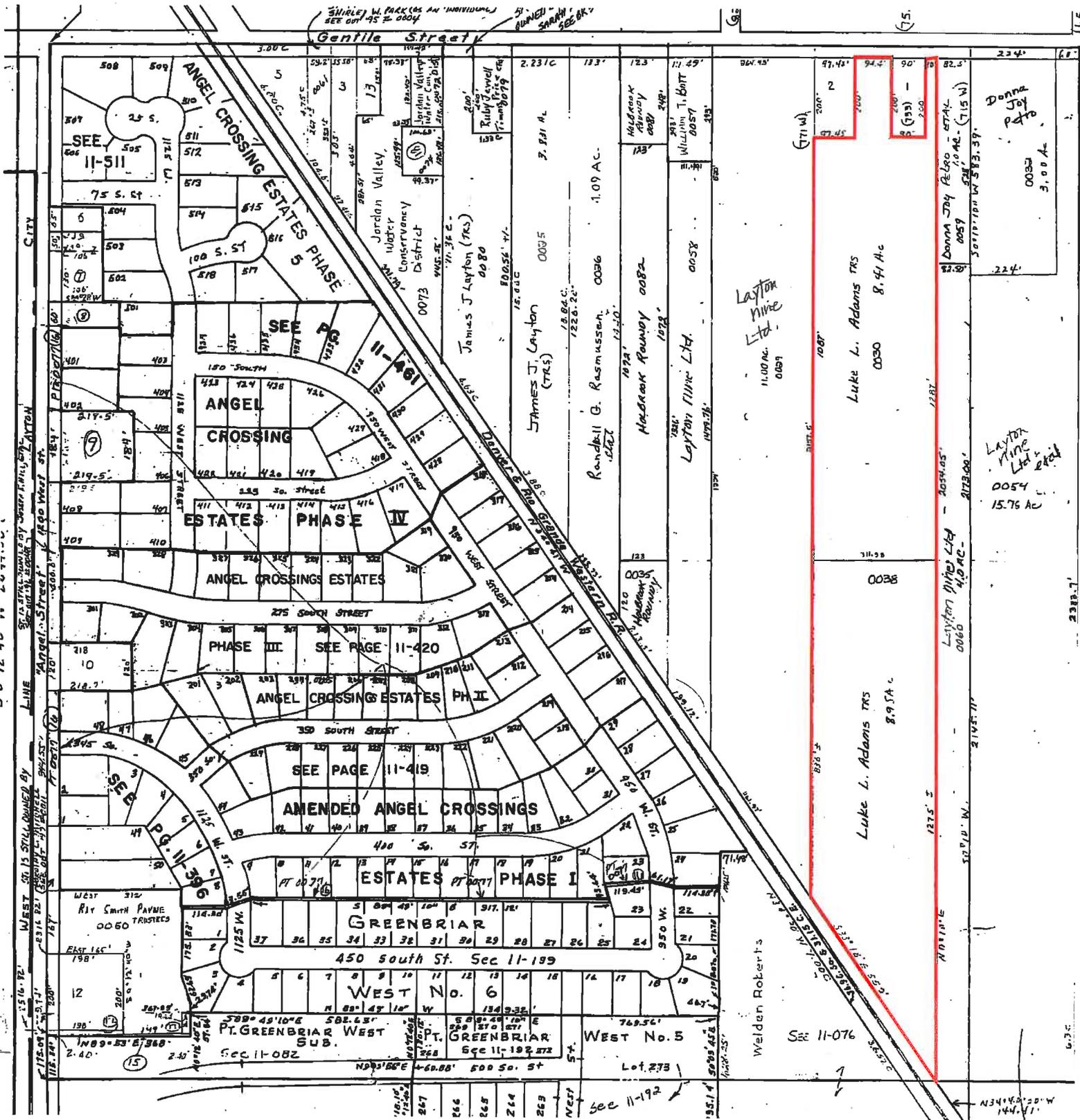
LEGEND

-  Layton City Boundary
-  Property
-  Lakes
-  Streams
-  Rezone Area
-  Possible Utility Connection



1 inch = 550 feet





SHIRLEY M. PACE AS AN INDIVIDUAL
SEE ON P. 75 & 2004

SHIRLEY M. PACE
SEE ON P. 75 & 2004

75.

WEST 30 IS STILL OWNED BY...
 ANGEL CROSSING ESTATES PHASE 5
 ANGEL CROSSING ESTATES PHASE IV
 ANGEL CROSSING ESTATES PHASE III
 ANGEL CROSSING ESTATES PHASE II
 AMENDED ANGEL CROSSINGS
 ANGEL CROSSING ESTATES PHASE I
 GREENBRIAR
 WEST No. 6
 WEST No. 5

Luke L. Adams TRS
 8.95 AC
 Luke L. Adams TRS
 8.41 AC
 Layton Mine Ltd.
 15.76 AC
 Donna Joy P...
 3.00 AC
 Welden Roberts
 SEE 11-076
 SEE 11-192

508 509
 SEE 11-511
 75 S. ST
 1125 W.
 511 512 513 514 515 516 517 518 519
 ANGEL CROSSING ESTATES PHASE 5
 ANGEL CROSSING
 150 SOUTH
 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000