

**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 2, 2016.**

AGENDA ITEMS:

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

2. MUNICIPAL EVENT ANNOUNCEMENTS:

3. VERBAL PETITIONS AND PRESENTATIONS:

- A. Presentation - Waste Management
- B. Presentation - Police Awards

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 Cooperation Agreement for Animal Services between Davis County and Layton City - Resolution 16-39
- B. On-Premise Club Liquor License – The Do Drop Inn – 2971 North Hill Field Road
- C. On-Premise Beer Retailer License - JNL Plus Café, Inc - 2501 East Gentile Street
- D. Parcel Split – Magic Wash Car Wash – Northeast Corner of Antelope Drive and 2200 West
- E. Final Plat – Flint Fields Subdivision Phase 2 – Approximately 150 North 2200 West

6. PUBLIC HEARINGS:

- A. Amended Final Plat – Dawson Hollow Estates Plat D Amending Lots 317 and 318 of Dawson Hollow Estates Plat C – 2439 East Kays Creek Drive
- B. Amended Final Plat – Holmes Creek Estates Subdivision Lot 34 – 240 South 975 East
- C. Rezone Request – H. Bruce Allgood – R-1-10 (Single Family Residential) to R-1-6 (Single Family Residential) – Ordinance 16-07 - Approximately 240 South 975 East
- D. Development Agreement and Rezone Request – DeWaal/Smoot – R-1-8 (Single-Family Residential) to R-M1 (Low/Medium Density Residential) – Resolution 16-32 and Ordinance 16-20 – Approximately 333 South Fort Lane
- E. Development Agreement and Rezone Request – Sumner G Margetts & Company, Inc./MZ Enterprises – R-S (Residential-Suburban) to R-1-6 (Single Family Residential) – Resolution 16-38 and Ordinance 16-19 – 191 East Phillips 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 PM. A Work Meeting will be held at 5:30 PM 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

Citizen Comment Guidelines

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

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

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

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

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

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

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

Thank you.

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

Item Number: 3.A.

Subject:

Presentation - Waste Management

Background:

During the months of March and April, Waste Management ran a recycling sign up campaign. Due to the number of citizens signing up for recycling service, Waste Management representatives would like to make a donation to the Davis Education Association.

Alternatives:

N/A

Recommendation:

N/A

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

Item Number: 3.B.

Subject:

Presentation - Police Awards

Background:

The Police Department would like to recognize selected officers for their outstanding performance.

Alternatives:

N/A

Recommendation:

N/A

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

Item Number: 5.A.

Subject:

Interlocal Cooperation Agreement for Animal Services between Davis County and Layton City - Resolution 16-39

Background:

Davis County, through its Animal Care and Control Department, has provided animal services within the corporate limits of Layton City for the past several years. These services have been provided pursuant to an Interlocal Cooperation Agreement, which is amended annually, defining the roles of the respective parties and providing for payment from the City to the County to off-set the cost of providing said service. By having the County provide these services it alleviates the City from having to create and develop its own animal service program.

Alternatives:

Alternatives are to 1) Adopt Resolution 16-39 approving the Interlocal Cooperation Agreement for Animal Services between Davis County and Layton City; 2) Adopt Resolution 16-39 with any amendments Council deems appropriate; or 3) Not adopt Resolution 16-39 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 16-39 approving the Interlocal Cooperation Agreement for Animal Services between Davis County and Layton City and authorize the Mayor to sign the necessary documents.

RESOLUTION 16-39

A RESOLUTION AUTHORIZING THE CITY OF LAYTON TO ADOPT AND APPROVE THE INTERLOCAL COOPERATION AGREEMENT WITH DAVIS COUNTY FOR THE PURPOSE OF PROVIDING ANIMAL CONTROL SERVICES TO THE CITY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, Davis County, through its Animal Care and Control Department, has provided animal services within the corporate limits of Layton City for the past several years; and

WHEREAS, these services have been provided pursuant to an Interlocal Cooperation Agreement for Animal Services (hereinafter Agreement), renewed annually, defining the roles of the respective parties and providing for payment from the City to the County to off-set the costs of providing said service; and

WHEREAS, having the County provide these services alleviates the City from having to create and develop its own animal service program; and

WHEREAS, the City's annual calendar year obligation to the County for the 2016 calendar year is outlined in Exhibit A of the Agreement; and

WHEREAS, in reviewing the services provided in the proposed Agreement, the City has determined to adopt and enter into this Agreement, providing for the County to continue to perform the animal services within Layton City.

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

1. That Layton City enter into the Interlocal Cooperation Agreement for Animal Services between Davis County and Layton City for the purpose of providing animal services within the City's limits. A copy of said Agreement is attached hereto and made a part hereof by this reference.

2. That pursuant to the Exhibit A of the Agreement the City will pay to Davis County \$187,041.28 for animal services, \$12,488.75 for the service of removing wild nuisance animals, and \$15,252.68 for the capital projects fund regarding the Animal Shelter, for a total of \$214,782.71 for the calendar year 2016.

3. That the Mayor be authorized to execute the Interlocal Cooperation Agreement for Animal Services.

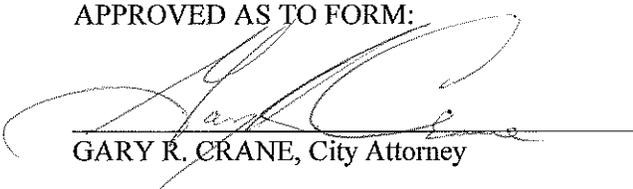
PASSED AND ADOPTED by the City Council of Layton, Utah, this 2nd day of June, 2016.

ROBERT J STEVENSON

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:



GARY R. CRANE, City Attorney

INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

DOCUMENT WAS
RECEIVED FROM
OUTSIDE SOURCE

This Interlocal Cooperation Agreement for Animal Services (this "Agreement") is made and entered into by and between Davis County, a political subdivision of the state of Utah (the "County"), and Layton City, a municipal corporation of the state of Utah (the "City"). The County and the City may be collectively referred to as the "Parties" herein or may be solely referred to as a "Party" herein.

Recitals

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

B. WHEREAS, the County, through its Animal Care and Control Department (the "Department"), provides animal care and control services within the limits of Davis County;

C. WHEREAS, the County owns, operates, and maintains the Davis County Animal Shelter located at 1422 East 600 North, Fruit Heights, Utah (the "Shelter");

D. WHEREAS, the City desires to benefit from the Shelter and the County's animal care and control services as specified in this Agreement; and

E. WHEREAS, the County desires to permit the City to benefit from the Shelter and the County's animal care and control services as specified in this Agreement.

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. Services.

a. *General Services.* The County shall, and the City authorizes the County to, provide the following general services on behalf of the City and within the City's limits in accordance with all applicable laws, ordinances, rules, regulations, or otherwise:

- 1) Enforce the City's animal control ordinance, which, including all amendments, is incorporated herein by this reference and which is identical, or similar, to the County's animal control ordinance codified at Title 6, *Davis County Code*;
- 2) Issue notices of violation of the City's animal control ordinance;
- 3) Issue citations for violations of the City's animal control ordinance;
- 4) Collect fees and costs pursuant to the City's animal control ordinance;
- 5) Issue and/or sale dog licenses;
- 6) Manage a dog license program;
- 7) Provide regular animal control patrol coverage between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays;
- 8) Respond to non-emergency calls, requests, and/or complaints between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays;
- 9) Respond, generally within thirty minutes (subject to availability and location of personnel), to emergency calls, requests, and/or complaints involving animals twenty-four hours a day, seven days a week, three hundred sixty-five days a year, subject to the Department's emergency call-out criteria and protocol;
- 10) Enforce all applicable laws, ordinances, rules, regulations, or otherwise relating to animal care and control services;

11) Impound animals when necessary and/or advisable, including, but not limited to, in accordance with the provisions of Title 6, Chapter 6.20, *Davis County Code* (as amended);

12) Pick up and dispose of dead domestic animals, excluding livestock and large wildlife;

13) Investigate all incidents involving actual or purported animal bites or rabies; and

14) Seek and, subject to approval by the City, receive the assistance and cooperation of the City's law enforcement officers while providing or performing the services described herein.

b. *Wildlife Services.* The County shall, and the City authorizes the County to, pick up and euthanize wild nuisance animals, such as raccoons and skunks, trapped within the City's limits in accordance with all applicable laws, ordinances, rules, regulations, or otherwise.

c. *Shelter Services.* The County shall, and the City authorizes the County to, operate and maintain the Shelter and provide temporary shelter and board for and hold and dispose of all stray or unwanted animals impounded within the City's limits and in accordance with all applicable laws, ordinances, rules, regulations, or otherwise.

2. Procedures and Prosecution. The County shall implement the following procedures in the administration and enforcement of the City's comprehensive animal control ordinance:

a. The County shall furnish all necessary receipt books and dog/cat tags for the City;

b. Receipts for dog licenses sold by County employees shall be issued by those County employees;

c. All fees and funds collected by County employees shall be immediately provided to the Department pursuant to Department policy, and the Department shall forward all fees and funds to the Davis County Clerk/Auditor pursuant to applicable County policy; and

d. Notices, citations or complaints for the violation of the City's comprehensive animal control ordinance shall be issued so that the person charged shall be required to appear before the appropriate court.

The prosecution of any citations or charges for the violation of the City's comprehensive animal control ordinance shall be the City's responsibility; not the County's responsibility. Any fines collected for such violations shall be retained by the City and court, as specified by law, and the County shall have no entitlement to such fines.

3. Funding for the Department and the Shelter. The Department and the Shelter shall be funded by:

a. The County from its general fund;

b. The compensation and cost reimbursements by the City, and all other participating Davis County cities or other entities, to the County;

c. The capital projects fund regarding the Shelter;

d. The fines, fees, costs, or otherwise collected under this Agreement; and

e. Donations made specifically for the benefit of the Department or the Shelter.

4. Compensation and Costs.

a. The City's calendar year obligation to the County, excluding calls for wild nuisance animal pick up and/or euthanization and the capital projects fund regarding the Shelter, is calculated based upon the following:

1) The combined obligation of all of the cities and/or entities within Davis County that receive animal care and control services from the County, excluding Hill Air Force Base (collectively, the "Combined Cities"), shall be 50% of the projected calendar year expenditures by Davis County for the Department for the applicable calendar year less the projected calendar year revenues by Davis County for the Department arising from licenses, shelter fees, surgical fees, wildlife fees and donations; and

2) The City's specific portion of the 50% obligation of the Combined Cities pursuant to Subsection 4.a.1) directly above shall be the average of the City's calls for animal care and control service for the two calendar years immediately prior divided by the average of all of the Combined Cities' calls for animal care and control service for the two calendar years immediately prior multiplied by the 50% obligation of the Combined Cities pursuant to Subsection 4.a.1) directly above.

The City's annual calendar year obligation to the County for this subsection shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference, which shall be amended by the Parties on an annual basis, but shall be consistent with Subsections 4.a.1) and 4.a.2) above.

b. The County shall be obligated to satisfy the shortfall between the actual amounts expended by the Department for each calendar year and all of the actual revenues for each calendar year. For example, if the Department's budget for a particular calendar year is \$1,900,000, but the actual amounts expended by the Department for the particular calendar year are \$2,000,000, and the projected revenues for the particular calendar year, including, but not limited to, the revenues generated from the Combined Cities, were \$1,000,000, but the actual revenues for the particular calendar year were \$900,000, then the County's obligation regarding the shortfall for the particular calendar year would equal \$1,100,000 ($2,000,000 - \$900,000 = \$1,100,000$), which is an increased obligation to the County of \$200,000, without any further obligation to any of the Combined Cities.

c. The City's calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services, as more fully described in Subsection 1.b. of this Agreement, is calculated based upon the City's total number of wild nuisance animal pick up and/or euthanization calls or services for the calendar year immediately prior multiplied by \$25.75 per call.

The City's annual calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services shall be as set forth in Exhibit A, attached hereto and incorporated herein by this referenced, which shall be amended by the Parties on an annual basis, but shall be consistent with Subsection 4.c. above.

5. Capital Projects Fund Regarding the Shelter.

a. The amount of the capital projects fund regarding the Shelter shall be \$562,000.00, which shall be funded 50% by the Combined Cities and 50% by the County. For each calendar year of this Agreement, the Combined Cities and the County shall each pay 20% of their total obligation so that by year five of this Agreement, the capital projects fund regarding the Shelter will be fully funded for the applicable five year period of this Agreement.

b. The City's specific portion of the Combined Cities' 50% obligation, pursuant to Subsection 5.a. directly above, shall be the average of the City's calls for animal care and control service for the two calendar years immediately prior divided by the average of all of the Combined Cities' calls for animal care and control service for the two calendar years immediately prior multiplied by the Combined Cities' 50% obligation, pursuant to Subsection 4.a. directly above.

The City's annual calendar year obligation to the County for this Section shall be set forth in Exhibit A, attached hereto and incorporated herein by this reference, which shall be amended by the Parties on an annual basis, but shall be consistent with Subsection 5.a. and 5.b. above.

6. Funds Received by the City. Any funds paid to, collected by, or received by the City for dog licenses, animal fines and/or fees, and/or animal care and control services, excluding any fines or costs levied or imposed by any court in any legal action commenced or prosecuted by the City, shall be paid and submitted by the City to the County, together with a descriptive record of such funds, within thirty calendar days of receipt of such funds.

7. Budget Advisory Committee. Within three months of the Effective Date (defined below) of this Agreement, a budget advisory committee, consisting of two representatives designated by the County and two City Managers recommended by the City Managers from the Combined Cities, shall be established for the purpose of advising on issues and matters relevant to the Department, including, but not limited to, the Department's budget proposals, capital requests, personnel requests, fee structure, and fine structure. This budget advisory committee shall function solely in an advisory capacity and shall have no binding authority regarding the County's decisions on budget, personnel, or otherwise.

8. Biennial Fee/Fine Survey. The County, through the Department, shall perform a fee/fine survey relevant to the Department on a biennial basis.

9. Effective Date of this Agreement. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the "Effective Date").

10. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, subject to the termination and other provisions set forth herein, terminate on December 31, 2020 at 11:59 p.m. (the "Term"). The Parties may, by written amendment to this Agreement, extend the Term of this Agreement.

11. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:

- a. The mutual written agreement of the Parties;
- b. By either party:
 - 1) After any material breach of this Agreement; and
 - 2) Thirty calendar days after the nonbreaching party sends a demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
 - 3) After the notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement;

c. By either party, with or without cause, six months after the notice to terminate this Agreement, which the terminating party shall provide to the nonterminating party, is effective pursuant to the notice provisions of this Agreement; or

d. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS AGREEMENT IS SUBJECT TO ANNUAL APPROPRIATIONS BY THE PARTIES AND THE PARTIES SHALL EACH HAVE THE RIGHT TO TERMINATE THIS AGREEMENT, AT ANY TIME UPON WRITTEN NOTICE TO THE OTHER PARTY, IF ANNUAL APPROPRIATIONS, AS PART OF THE PARTY'S ANNUAL PUBLIC BUDGETING PROCESS, ARE NOT MADE BY THE PARTY TO ADEQUATELY OR SUFFICIENTLY PAY FOR THE OBLIGATIONS UNDER THIS AGREEMENT, WITHOUT FURTHER OBLIGATION OR LIABILITY TO THE TERMINATING PARTY UNDER THIS AGREEMENT.

12. Records. The County, through the Department, shall maintain books and records of the animal care and control services provided to the City under this Agreement. The books and records shall be maintained in a form and manner which is in compliance with the fiscal and administrative procedures of the County and required by the Office of the Davis County Clerk/Auditor. These books and records shall be available for examination or copying by the City during regular business hours and reasonable times. All records created, received, or held by the County, through the Department, shall be held, disposed of, and accessed subject to the *Government Records Access and Management Act*, codified at Title 63G, Chapter 2, *Utah Code Annotated*.

13. Reports. The County, through the Department, shall report to the City, on a quarterly basis, the animal care and control activities and services provided and performed under this Agreement.

14. Notices. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or as subsequently amended in writing:

<u>To the City:</u> Layton City Attention: City Manager 437 North Wasatch Drive Layton, UT 84041	<u>To the County:</u> Davis County Attn: Chair, Davis County Board of Commissioners P.O. Box 618 Farmington, UT 84025
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15. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for any and all actions, activities, or business sponsored or conducted by the Parties.

16. Indemnification and Hold Harmless.

a. The City, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the "City Representatives"), agrees and promises to indemnify and hold harmless the County, as well as the County's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "County Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection

with, or relating in any way to the acts or omissions, negligent or otherwise, of the City or the City Representatives.

b. The County, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the County (collectively, the "County Representatives"), agrees and promises to indemnify and hold harmless the City, as well as the City's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "City Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the County and/or the County Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the County may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of the County or the County Representatives.

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

18. No Separate Legal Entity. No separate legal entity is created by this Agreement.

19. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.

20. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

21. Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

22. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

23. Binding Effect; Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties, whether written or oral which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

24. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

25. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

26. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.

27. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.

28. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

29. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, the County is expressly authorized by the City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

30. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

31. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

32. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

33. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

[Signature Pages Follow]

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

LAYTON CITY

Mayor

Dated: _____

ATTEST:

Layton City Recorder

Dated: _____

APPROVED AS TO FORM AND LEGALITY:



Layton City Attorney

Dated: _____

DAVIS COUNTY

Chair, Davis County Board of Commissioners
Dated: _____

ATTEST:

Davis County Clerk/Auditor
Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Davis County Attorney's Office, Civil Division
Dated: _____

EXHIBIT A

The City's 2016 calendar year obligation to the County for service calls, excluding calls for wild nuisance animal pick up and/or euthanization:

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
Budgeted 2016 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$1,474,056
	Operating:	\$307,165
	Capital Equipment:	\$44,217
	Allocations:	+ \$69,811
	Total Expenditures:	\$1,895,237
Projected 2016 Revenues of Davis County Animal Care and Control:	Licenses	\$220,000
	Shelter Fees	\$190,000
	Surgical Fees	\$45,000
	Wildlife Fees	\$50,393
	Donations	+ \$11,500
	Total Revenues:	\$516,893
Projected 2016 Expenditures Less Projected 2016 Revenues:		\$1,895,237 - \$516,893 \$1,378,345
Combined Cities' 50% Obligation:		\$1,378,345 x 0.50 \$689,172
Average of the City's Total Billable Calls for 2014 and 2015:		3,133.00
Average of Combined Cities' Total Billable Calls for 2014 and 2015:		11,543
The City's 2015 Usage Rate:		3,133.00/ 11,543 27.14%
The City's 2016 Calendar Year Obligation to the County:		\$187,041.28

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2016 calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services:

<u>Title/Category</u>	<u>Frequency/Amount</u>
The City's Wildlife Calls for 2015	485
Cost to City for Each Wildlife Call in 2015	\$25.75
The City's 2016 Calendar Year Obligation to County for Wildlife Calls	\$12,488.75

The City shall pay its calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2016 calendar year obligation to the County
for the capital projects fund regarding the Shelter:

<u>Title/Category</u>	<u>Amount</u>
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2016 Obligation of the Combined Cities:	\$56,200.00
The City's 2015 Usage Rate:	27.14%
The City's 2016 Calendar Year Obligation to the County:	\$15,252.68

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

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

Item Number: 5.B.

Subject:

On-Premise Club Liquor License – The Do Drop Inn – 2971 North Hill Field Road

Background:

The owner of The Do Drop Inn, Michael Rumsey, is requesting an on-premise club liquor license. The business is undergoing an ownership/management change, which requires a new on-premise club liquor license. Section 5.16.050 of the Layton City Code regulates club liquor licenses with the following location criteria.

(1) The location of an on-premise club liquor license shall be limited to two licensed private clubs or two licensed beer retailer on-premises establishments, or a combination thereof not to exceed two, within each designated commercial superblock. No new private club licensee shall be located closer than six hundred feet to an existing private club or beer retailer on-premises licensee.

(2) An on-premise club liquor license may not be established within 600 hundred feet of any public or private school, church, public library, public playground, school playground or park measured following the shortest pedestrian or vehicular route.

(3) An on-premise club liquor license may not be established within 200 hundred feet of any public or private school, church, public library, public playground, school playground or park measured in a straight line from the nearest entrance of the club to the nearest property boundary.

The attached map illustrates the 200-foot buffer circle and the 600-foot buffer. Currently there are no parks, schools, libraries or churches within the 200 feet or 600 feet distances to the club. However, Linda Lou's Time for Two, located at 2981 North 350 West, Layton, Utah, has an on-premise club liquor license and is located within 600 feet. The site for The Do Drop Inn is also not located in a Commercial Superblock

Both The Do Drop Inn and Linda Lou's Time for Two, previously doing business as the Why Not Bar, have been consecutively operating and licensed as either a tavern or private club since 1971. Both of these establishments are non-complying with the regulations that require 600 feet of spacing between the two businesses and they are not located within the designated commercial superblocks. The request for ownership/management change by the Do Drop Inn is consistent with maintaining non-conforming status.

A copy of the criminal background check on Michael Rumsey has been submitted to the Police Department for review and has been approved.

Alternatives:

Alternatives are to 1) Approve an on-premise club liquor license for The Do Drop Inn; or 2) Deny the request.

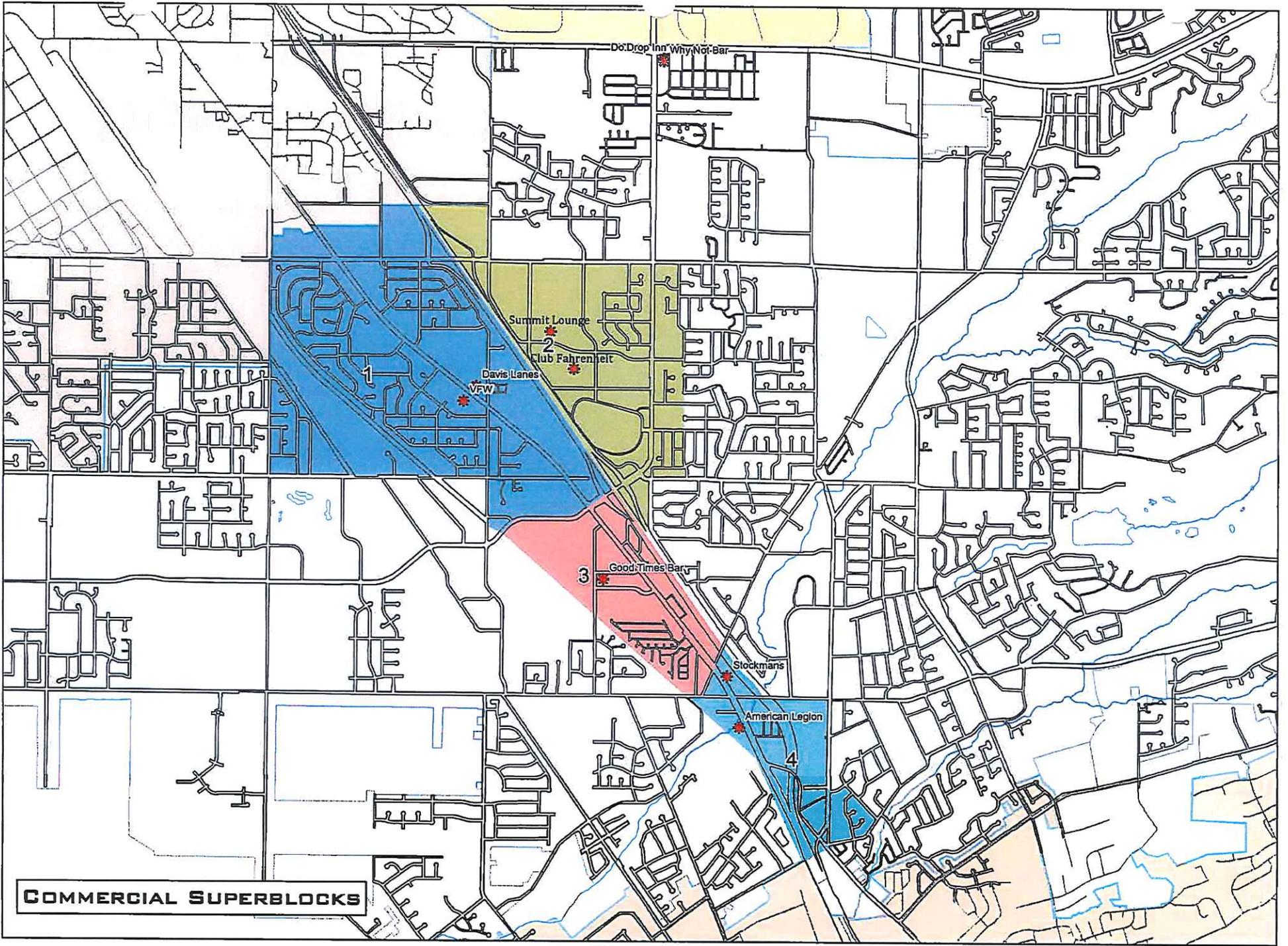
Recommendation:

Staff recommends the Council approve the on-premise club liquor license for The Do Drop Inn.



Do Drop Inn LLC
DBA Do Drop Inn
2971 N. Hill Field Road





COMMERCIAL SUPERBLOCKS

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

Item Number: 5.C.

Subject:

On-Premise Beer Retailer License - JNL Plus Café, Inc - 2501 East Gentile Street

Background:

The owner of JNL Plus Café Inc., Janette R Magley, is requesting an on-premise beer retailer license. The business is undergoing an ownership/management change, which requires a new on-premise beer retailer license. The business is located in an A (Agriculture) zoning district and is an allowed use in the A zoning designation. Section 5.16.100(2)(b) of the Layton Municipal Code indicates that an on-premises license for a golf course “May be issued for the area of the golf course used in the sport of golfing, including the clubhouse, fairways and greens. To include all areas identified as the golf course.” Section 5.16.100 of the Layton Municipal Code regulates a beer retailer license with the following location criteria.

(1) A beer retailer on-premises may not be established within 600 hundred feet of any public or private school, church, public library, public playground, or park, measured from the nearest entrance of the on/off-premises beer retailer by following the shortest route of either ordinary pedestrian traffic, or where applicable, vehicle travel along public thoroughfares, whichever is the closer.

(2) A beer retailer licensed premises may not be established within 200 feet of any public or private school, church, public library, public playground, or park measured in a straight line from the nearest entrance of the proposed outlet to the nearest property boundary of the above named.

The attached map illustrates the 200 foot and 600 foot buffer circle. There are no facilities within the 200 feet or 600 feet distances to the premises. The location at 2501 East Gentile Street meets the location criteria.

A copy of the criminal background on Janette R. Magley has been submitted to the Police Department for review and has been approved.

Alternatives:

Alternatives are to 1) Approve the on-premise beer retailer license for JNL Plus Café Inc. located at 2501 East Gentile Street; or 2) Deny the request.

Recommendation:

Staff recommends the Council approve the on-premise beer retailer license for JNL Plus Café Inc. located at 2501 East Gentile Street.



Valley View
Golf Course

200 ft. Radius

600 ft. Radius

Gentile St



JNL Plus Cafe' Inc.
2501 East Gentile Street



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

Item Number: 5.D.

Subject:

Parcel Split – Magic Wash Car Wash – Northeast Corner of Antelope Drive and 2200 West

Background:

The applicant, William Shaw, is requesting parcel split approval to separate a parcel into two parcels for the purpose of developing a tunnel car wash site. The 9.06 acre parcel is proposed to be split into a 1.03 acre parcel for the car wash, which leaves an 8.03 acre parcel to the east.

Alternatives:

Alternatives are to 1) Grant parcel split approval for Magic Wash Car Wash subject to meeting all Staff requirements as outlined in Staff memorandums; or 2) Deny granting parcel split approval for Magic Wash Car Wash.

Recommendation:

On May 10, 2016, the Planning Commission unanimously recommended the Council grant parcel split approval for Magic Wash Car Wash subject to meeting all Staff requirements as outlined in Staff memorandums.

Staff supports the recommendation of the Planning Commission.



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

Staff Report

To: City Council

From: Kem Weaver, Planner II 

Date: June 2, 2016

Re: Magic Wash Car Wash Parcel Split

Location: Antelope Drive and 2200 West

Zoning: C-H (Highway Regional Commercial)

Background:

The applicant, William Shaw, is requesting parcel split approval. The proposed parcel split will divide the 9.06 acres into two parcels creating a parcel for a future tunnel car wash. Once split, the existing parcel that has commercial buildings and vacant land will be 8.03 acres and the car wash parcel that is currently vacant will be 1.03 acres.

The proposed car wash is permitted conditionally in the C-H zone. The conditional use permit associated with this parcel split was approved by the Planning Commission on May 10, 2016. The site plan is forthcoming and will not be reviewed by the Planning Commission. However, before City Staff approves the site plan, the car wash facility will be required to meet City ordinances during site plan review.

The parcel split is leaving a 30 foot wide piece of land on the north end to Parcel 1 for access from 2200 West to the future commercial development.

Staff Recommendation:

Staff recommends parcel split approval be granted subject to meeting all Staff requirements as outlined in Staff memorandums.

Engineering 

Planning 

Fire 

Planning Commission Action: On May 10, 2016, the Planning Commission voted unanimously to recommend the Council grant parcel split approval subject to meeting all Staff requirements.

The Commission asked for public comment. No public comments were given.



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: William Shaw; wkshaw10@msn.com
Pinnacle Investments, LLC; tom@kiermanagement.com

FROM: Shannon Hansen, Assistant City Engineer - Development

CC: Fire Department/Community Planning and Development Department

DATE: May 3, 2016

RE: Magic Wash Express Car Wash Parcel Split
Approximately 2200 West Antelope Drive

I have reviewed the parcel split received in engineering on April 21, 2016 for the property located at approximately 2200 West and Antelope Drive. I recommend that the parcel split be approved with the following comments and corrections.

1. A title report for Parcel 1 and Parcel 2 will need to be submitted.
2. The area included in Parcel 1, Parcel 2 and the Cross Access Easement will need to be added to the legal descriptions.
3. The remainder parcel legal description will need to be labeled as "Parcel 1" for consistency.
4. The new parcel legal description will need to be labeled as "Parcel 2" for consistency.
5. On the Lot Split Exhibit, the label for the final call of Parcel 1 (remainder parcel) is shown as $S00^{\circ}06'05''W$ 30.00'. The label will need to be corrected to $N00^{\circ}06'05''E$ 30.00' to maintain the clockwise direction.
6. In the Cross Access Easement legal description, the first call of indicating "West 170.00 feet" will need to be changed to "East 170.00 feet."
7. On the Lot Split Exhibit, the first call of the Cross Access Easement will need to be labeled with the bearing and distance.
8. On the Lot Split Exhibit, the second call of the Cross Access Easement labeled as $N00^{\circ}06'05''E$ 30.00' will need to be corrected to $S00^{\circ}06'05''W$ 30.00' to maintain the clockwise direction and match the legal description.

The following items are for informational purposes only and will be addressed on the site plan submitted.

9. The private culinary water line located within the existing parcel will need to be looped to service this portion of the parcel.
10. The sanitary sewer will need to connect to the private sewer line running through the property.

11. The storm drain runoff will need to connect to the Clearfield City line located on the north side of Antelope Drive. Any requirements of Clearfield City to connect to this line will need to be met.
12. UODT will need to approve all improvements in Antelope Drive.
13. Clearfield City will need to approve all improvements in 2200 West (1000 East).
14. The property owner should note that Layton City passed an ordinance on November 4, 2004 requiring all development to provide irrigation water shares for water supply. This is required for all development regardless of secondary water use. The water exaction requirement will be based on the meter size for the commercial development. Submittal of water shares will be required prior to scheduling a pre-construction meeting.
15. Based on our water model, the available fire flow is 2,450 gpm at 20 psi with a static pressure of 75 psi.
16. CCRs will need to be established and will need to address the ownership and maintenance of the private sanitary sewer, culinary water, and improvements within the cross access easement.



Community • Prosperity • Choice

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

• Fire Department •
Kevin C. 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: Christy Wixom

FROM: Douglas K. Bitton, Fire Prevention Specialist 

RE: Magic Wash Express Wash Car Wash (Lot Line Adjustment)
@ 2200 West Antelope Drive

- CC: 1) Engineering
- 2) Pinnacle Investments, LLC, tom@kiermanagement.com
- 3) William Shaw, wkshaw10@msn.com

DATE: April 22, 2016

I have reviewed the lot split exhibit and request for lot line adjustment received on April 19, 2016 for the above referenced project. The Fire Department, with regards to the lot line adjustment, does not have any comments at this time. However, it should be noted that the conceptual plan previously reviewed shows access from or to Antelope Drive on the East outside the lot line boundaries. Ensure all items are met on the previous review.

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.

DBMagic Wash Lot Line S16-072:kn
Plan # S16-072, District #51
Project Tracker #LAY 1604201612
ERS# 9180



Community • Prosperity • Choice

● Parks & Recreation Department ●
JoEllen Grandy ● Parks Planner
Telephone: (801) 336-3926
Fax: (801) 336-3909

Memorandum

To: Pinnacle Investments, LLC; William Shaw
CC: Community Development, Fire, & Engineering
From: JoEllen Grandy, Parks Planner – Parks & Recreation
Date: April 21, 2016
Re: Magic Wash Express Car Wash, Parcel Split/Lot Line Adjustment – 2200 W. Antelope Dr.

The parcel (#09-022-0139) owned by Pinnacle Investments, LLC is located at approximately 2200 West and Antelope Drive. The applicants' proposed parcel split/lot line adjustment would not impact the Parks & Recreation Department.

The Parks & Recreation Department has no comments or concerns regarding the approval of the parcel split/lot line adjustment request.

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

Magic Wash Express Car Wash

Parcel Split

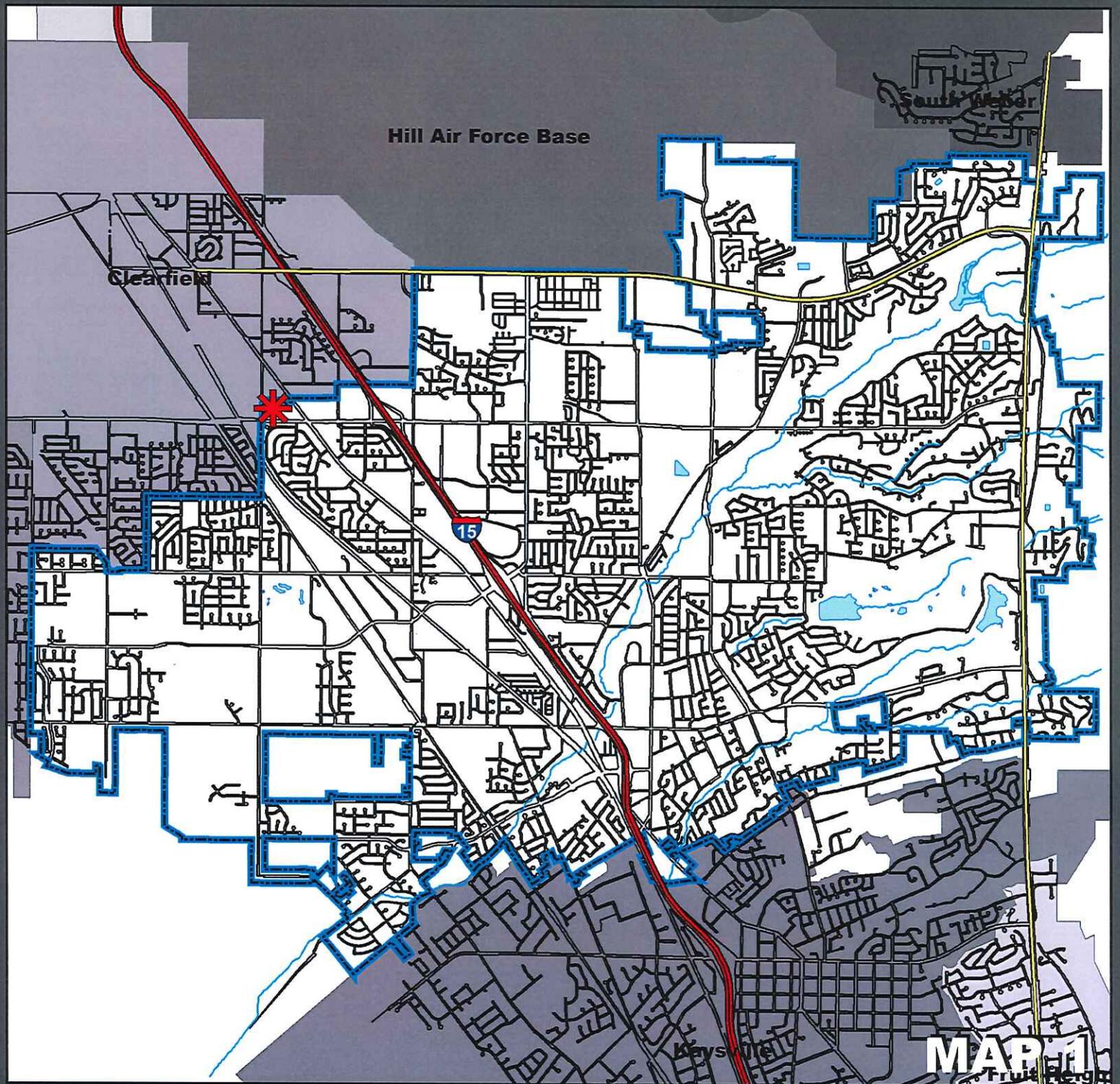
Legend

-  City Boundary
-  Interstate 15
-  Highways
-  Lakes
-  Streams

 - Project Site



1 inch = 4,605 feet



MAP 1
FRUIT

CITY COUNCIL

Magic Wash Express Car Wash

Parcel Split

Legend

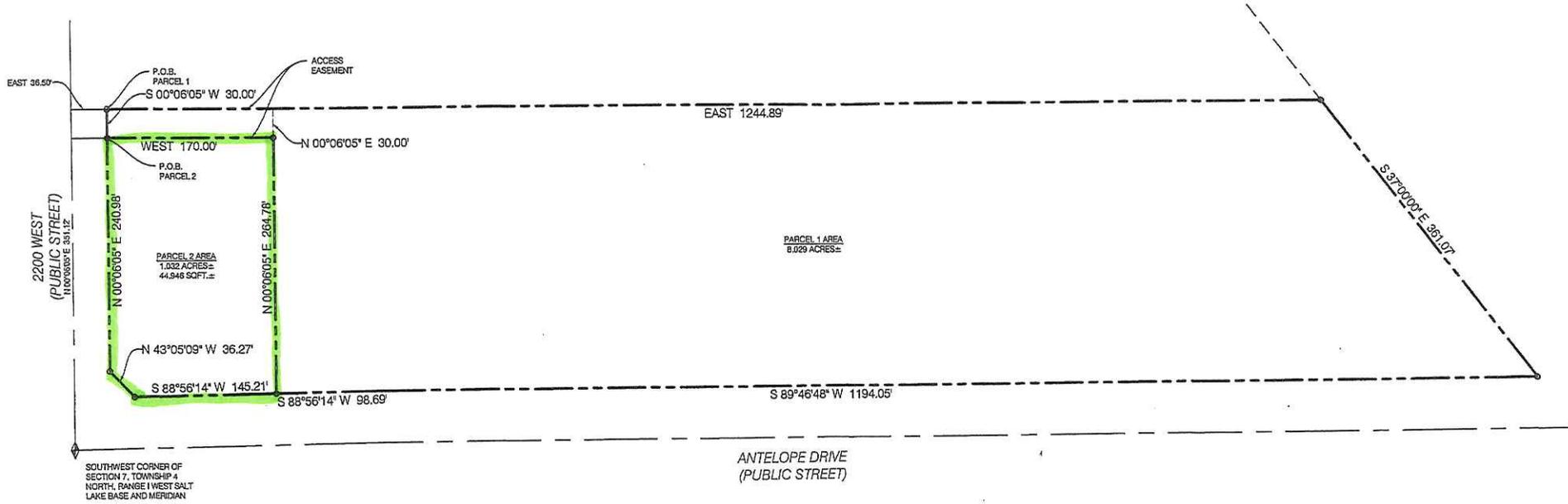
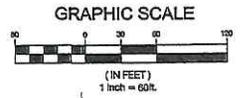
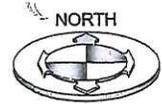
- Centerlines
-  City Boundary
-  Interstate 15
-  Highways
-  Lakes
-  Streams



1 inch = 174 feet



LOT SPLIT EXHIBIT
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7,
 TOWNSHIP 4 NORTH, RANGE 1 WEST,
 SALT LAKE BASE AND MERIDIAN
 DAVIS COUNTY, UTAH



NOTE:
 THE PROPERTY LINES SHOWN HEREON HAVE NOT BE
 SURVEYED, THEREFORE ARE SUBJECT TO CHANGE U
 COMPLETION OF AN ACCURATE SURVEY

LEGEND AND ABBREVIATIONS:

	SECTION CORNER AND LINE
	PROPERTY CORNER AND LINE

RECEIVED
 APR 19 2016
 LAYTON CITY
 COMMUNITY DEVELOPMENT

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

Item Number: 5.E.

Subject:

Final Plat – Flint Fields Subdivision Phase 2 – Approximately 150 North 2200 West

Background:

On November 10, 2015, the Planning Commission approved the preliminary plat for Flint Fields Subdivision Phase 2. The applicant, Castle Creek Homes, is requesting final plat approval for 14 lots in Phase 2 of the Flint Fields Subdivision. This phase is located north of Gentile Street approximately 650 feet on the west side of 2200 West. Agricultural properties are to the north, west and south. Flint Fields Subdivision Phase 1 is located to the west.

Alternatives:

Alternatives are to 1) Grant final plat approval to Flint Fields Subdivision Phase 2 subject to meeting all Staff requirements as outlined in Staff memorandums; or 2) Deny granting final plat approval to Flint Fields Subdivision Phase 2.

Recommendation:

On May 24, 2016, the Planning Commission unanimously recommended the Council grant final plat approval to Flint Fields Subdivision Phase 2 subject to meeting all Staff requirements as outlined in Staff memorandums.

Staff supports the recommendation of the Planning Commission.



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

Staff Report

To: City Council

From: Kem Weaver, Planner II 

Date: June 2, 2016

Re: Flint Fields Subdivision Phase 2 Final Plat

Location: Approximately 150 North 2200 West

Zoning: R-S (Residential Suburban)

Background:

On November 10, 2015, the Planning Commission approved the preliminary plat for Flint Fields Subdivision Phase 2. The applicant, Castle Creek Homes, is requesting final plat approval for this second phase of the development. Agricultural properties are to the south and north, Flint Fields Phase 1 is to the west and single family homes are to the east.

Phase 2 will consist of 14 lots on 6.06 acres with a density of 2.31 units per acre. Lot 214 will need to become a restricted lot and be labeled as 214-R. The requirement for this lot is to have a driveway that provides a form of vehicular turn-a-round on the lot. This can be in the form of a circular drive or hammer head driveway. A corresponding note will need to be added to the final plat.

As with Phase 1 of the subdivision, an easement will be required for the irrigation line that is located parallel to the north boundary of the subdivision. This irrigation line is used currently by farmers to the west. As referenced in the attached staff memo from the Community and Economic Development Department, the plat shall have the Agriculture Operation Area note and restricting Lot 214 with a note stating that a circular or hammer head driveway shall be required.

All lots meet the R-S requirements for frontage and lot-averaged area. No dwelling structures will be allowed to be built in the Rocky Mountain Power easements.

Staff Recommendation:

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

Engineering 

Planning 

Fire 

Planning Commission Action: On May 24, 2016, the Planning Commission voted unanimously to recommend the Council grant final plat approval subject to meeting all Staff requirements.

The Commission asked for public comment. No public comments were given.



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

Staff Memo

To: Flint Fields Phase 2 Subdivision

From: Kem Weaver, Planner II

Date: March 24, 2016

Re: 2nd Final Plat Review

*Attention Civil Engineers and Developers:
Please do not re-submit 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 with 7 business days of a re-submittal. Thank you.*

This review is for plans dated March 14, 2016.

The Planning Staff has reviewed this final plat submittal and has determined it does meet the requirements of Section 18.16.030 of the Layton Municipal Code and can be approved. The following corrections on the final plat are required to be submitted for further review. Many of these comments were given in the initial final plat review.

1. The same irrigation easement that has been placed in Phase 1 along the north boundary line of the subdivision needs to be shown on Phase 2 with the final plat. A signature block will be required for the owner (Ditch Company) of the easement to sign.
2. Lot 214 will need to be labeled 214-R making it a restricted lot. A corresponding note will be required on the plat for this lot stating that a circular or hammer head driveway shall be required due to 2200 West being a major collector street.
3. The "Agriculture Operation" notice needs to be placed on the plat and needs to read exactly as written below.

Agriculture Operation Area

This property is located in the vicinity of an established agriculture operation in which normal agricultural uses and activities have been afforded the highest priority use status. It can be anticipated that such agricultural uses and activities may now or in the future be conducted on property included in the area in which the agricultural operation is being carried on. The use and enjoyment of this property is expressly conditioned on acceptance of any annoyance or inconvenience which may result from such normal agricultural uses and activities.

4. The following addresses need to be added to the plat. Drimmelen Drive will be the primary street name and 75 North will be the alias or secondary name.

Lot 201 = 2218 West Drimmelen Drive (75 North)

Lot 202 = 2236 West Drimmelen Drive

Lot 204 = 2272 West Drimmelen Drive

Lot 206 = 2302 West Drimmelen Drive

Lot 208 = 2307 West Drimmelen Drive

Lot 210 = 2267 West Drimmelen Drive

Lot 212 = 2235 West Drimmelen Drive

Lot 214 = 69 North 2200 West

Lot 203 = 2254 West Drimmelen Drive

Lot 205 = 2286 West Drimmelen Drive

Lot 207 = 2314 West Drimmelen Drive

Lot 209 = 2289 West Drimmelen Drive

Lot 211 = 2251 West Drimmelen Drive

Lot 213 = 2215 West Drimmelen Drive



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: Ed Green: edgontherun@comcast.net
Bryce Thurgood: brycethurgood@gmail.com
Chris Cave: ccave@reeve-assoc.com

FROM: Ryan Bankhead, Staff Engineer

CC: Building/Community Development Department/Fire Marshall

DATE: March 23, 2016

RE: Flint Fields Subdivision Phase 2 (Final 2nd Submittal)

I have reviewed the Dedication Plat and construction drawings submitted on March 14, 2016 for Flint Farms Subdivision Phase 2 located at the northwest corner of 2200 West and Gentile. The final plans has been stamped "**APPROVED AS CORRECTED**". The following comments and concerns will need to be addressed:

1. 5 Sets of corrected drawings that have been stamped and signed by a P.E. and incorporate the following changes and an electronic copy in AutoCAD format will need to be submitted. **If the items in this memo are not addressed in the next submittal additional review fees will be charged on any subsequent submittals.**

* Items from previous memos that have not been addressed.

General

2. A Notice of Intent (NOI) from the State of Utah, Department of Environmental Quality, Division of Drinking Water will need to be submitted prior to scheduling a preconstruction meeting.
3. Written approval from irrigation users approving the elimination of the existing ditch system will need to be submitted.
4. An electronic copy (PDF) and a paper copy of 11X17 utility plans must be submitted for approval. These plans will be submitted to the Division of Drinking Water for approval. See section 4 – Culinary Water Section item VII (D) located at: <https://www.laytoncity.org/public/Depts/PubWorks/downloads.aspx>
5. Street cuts will be required for the connection into 2200 and the laterals for lot 214. The LD and SS laterals should be downstream of the culinary water. It is encouraged that the laterals for lot 214 be grouped together to eliminate multiple cuts into 2200 West (10' is required between the SS and WL, with LD in the middle).

6. Laterals for all the lots will need to be relocated to the standard locations. Culinary water at the center of the lot, sanitary sewer 10' downstream from the water line, land drain 5 to 10' upstream of the downstream corner.

Water Exactions

7. Layton City passed an ordinance on November 4, 2004 requiring all development to provide irrigation water shares to Layton City. This is required for all development; the number exactions require is 13 acre feet. Shares will need to be dedicated to the city prior to scheduling pre-construction meeting.

Street Lights

8. The developer will be required to pay for the lights and installation. The lights will be purchased by the city and the installation will be done by the City's contractor. The cost for the lights is \$8,375.00. The developer will be responsible to install any transformers that may be needed for the light.

Dedication Plat

9. * The line type for the PU&DE will need to be added to the legend.
10. * "D" for Drainage will need to be added to the 10' P.U.E. in lots 206, 212 and the legend.
11. The sidewalk easement will need to be extended to the north boundary of the subdivision. The PU&DE will need to parallel the sidewalk easement line.
12. *A signature block for Utah Power and Light (Rocky Mountain Power) and the irrigation company will need to be added to the plat.
13. *The NDS signature block will need to be removed from the plat.
14. *50 North will need to be changed to 75 North and labeled as "Public".
15. * The boundary description does not tie to a section corner (southeast corner of section 24). The description will need to at least include "from the Southeast corner of said Section 24" after the second tie to the point of beginning (N 89°49'49" W 33.00').
16. *The side lot PU&DE leader notes will need to be clarified if it is for one side or the total. The easement will need to be added to the detail.
17. A separate 10' irrigation easement will need to be added to the north line of the development.
18. The P.U.E. shown in the legend will need to be removed the P.U.&D. will need to include E.
19. Item 13 in the title report for a right-of-way easement (D/557) will need to be added to the plat or removed from the title report.
20. Item 15 for an easement (F/29) will need to be added to the plat or removed from the title report.

Sheet 1.

21. On this sheet and all other applicable sheets, 50 North will need to be labeled as 75 North.

Sheet 2

22. Utility note 17, waterlines shall be a minimum of 48" rather than 60".

Sheet 3

23. A 0.2' drop in the EX SSMH at STA 13+76.22 will need to be shown.
24. A random line is shown on the plan near the LD lateral for lot 207.

Sheet 4

25. The TBC slopes between STA 19+50 and 20+00 will need to match. The TBC from 12+02.73 will need to slope to the west to STA 19+89.55. The asphalt in the intersection of 2200 West and 75 North will need to be graded to prevent a low spot along the connection as shown in the profile of this sheet. The high point at 20+00 will need to be eliminated.

Sheet 5

26. The 15" storm drain line in CB#4 and CB#3 can be raised to the minimum depth of 3' below TBC and connect higher in the existing CB and SDMH #1 respectively, which should eliminate the need to loop the waterline.
27. *The size of the NDSO SS line is not correct as shown, our records indicate that this line is a 21" line. The line size will need to be either verified in the field or with NDSO and the necessary corrections will need to be made.
28. The waterline loop note at STA 12+04.78 will need to be revised to reference the 10" line.
29. The 15" storm drain from CB#4 to the existing CB has a length of 26' in the plan and 27' in the profile view.

Sheet 6

30. *The land drain line that is being shown along the back of lots 208-214 will not be permitted. The lots will need to be graded so that any water runoff will run along the PU&DE's to the street.

Sheet 7

31. *Corrections from the comments on subsequent sheets should be reflected on Sheet 7 as well.



Community • Prosperity • Choice

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

• Fire Department •
Kevin C. 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: Christy Wixom

FROM: Dean Hunt, Fire Marshal 

RE: Flint Fields Phase II Final Approval-Plat @ 50 North 2200 West

CC: 1) Engineering
2) Bryce Thurgood, brycethurgood@gmail.com
3) Chris Cave, ccave@reeve-assoc.com
4) Marsha Ashby, marshaashby@comcast.net

DATE: March 17, 2016

I have reviewed the site plan submitted on March 14, 2016 for the above referenced project. The Fire Prevention Division of this department has no further comments or concerns at this time.

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.

DBH\Flint Fields S16-042:kn
Plan #S16-042, District #49
Project Tracker #LAY 1508271550
ERS# 8672



Community • Prosperity • Choice

● Parks & Recreation Department ●
JoEllen Grandy ● Parks Planner
Telephone: (801) 336-3926
Fax: (801) 336-3909

Memorandum

To: Chris Cave, Bryce Thurgood, Marsha Ashby
CC: Community Development, Fire, & Engineering
From: JoEllen Grandy, Parks Planner – Parks & Recreation
Date: March 16, 2016
Re: Flint Fields Phase 2, Final Approval II – 50 North 2200 West

Flint Fields Phase 2 located approximately at 50 North 2200 West is within our current Ellison Park and our future Harmony Place Park service areas.

The Parks and Recreation Department has reviewed the plat plan submitted and has no comments or concerns regarding the approval of Flint Fields.

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

Flint Fields Phase 2 Final Plat

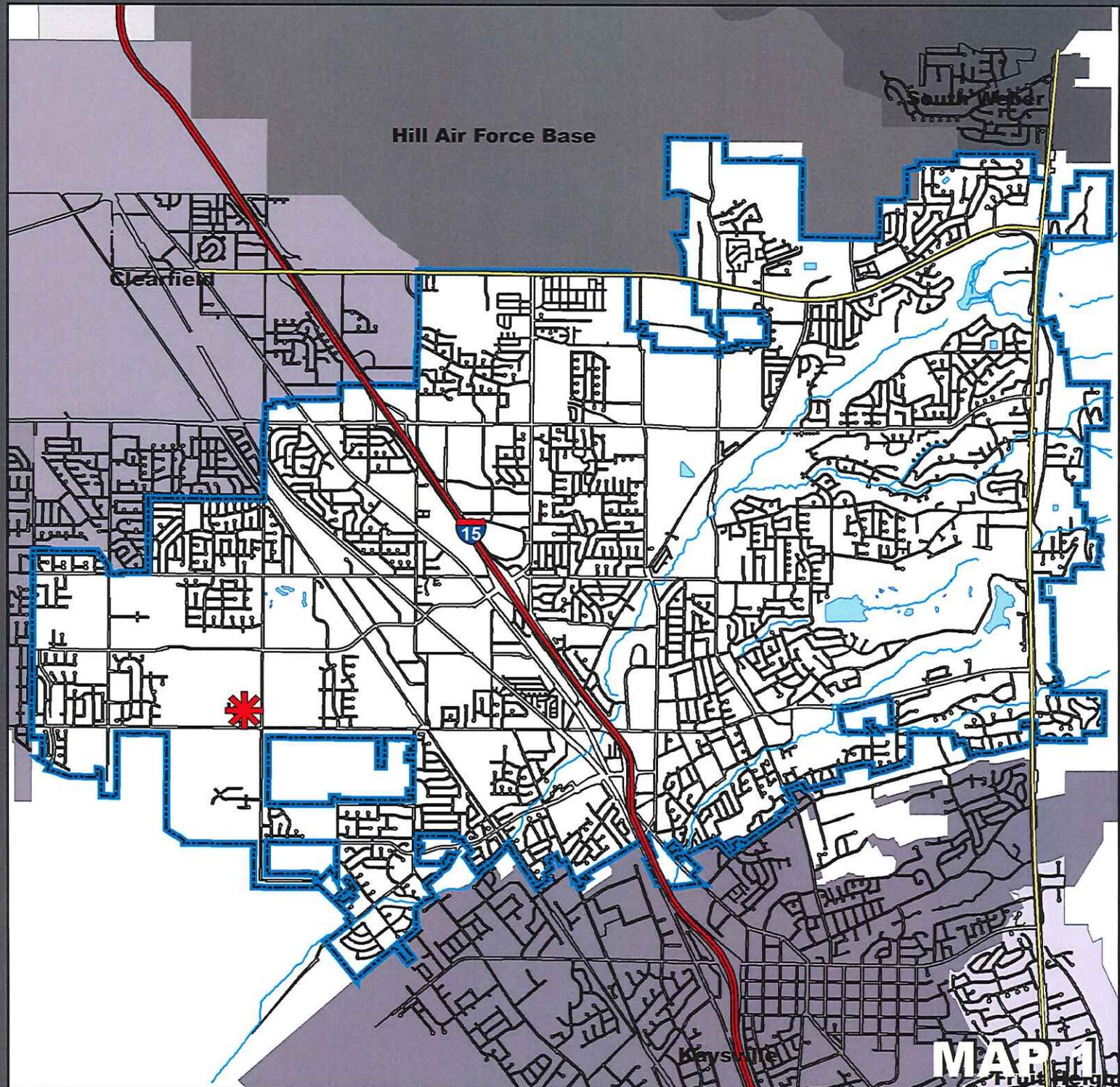
Legend

-  City Boundary
-  Interstate 15
-  Highways
-  Lakes
-  Streams

 - Project Site



1 inch = 4,605 feet



CITY COUNCIL

Flint Fields Phase 2 Final Plat

Legend

- Centerlines
-  City Boundary
-  Interstate 15
-  Highways
-  Lakes
-  Streams



1 inch = 436 feet



MAP 2

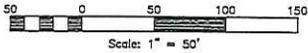
FLINT FIELDS SUBDIVISION PHASE 2

PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY

LAYTON CITY, DAVIS COUNTY, UTAH
MARCH, 2016

LEGEND

- BOUNDARY LINE
- LOT LINE
- - - ADJOINING PROPERTY
- ROAD CENTERLINE
- - - SECTION TIE LINE
- POWER LINE

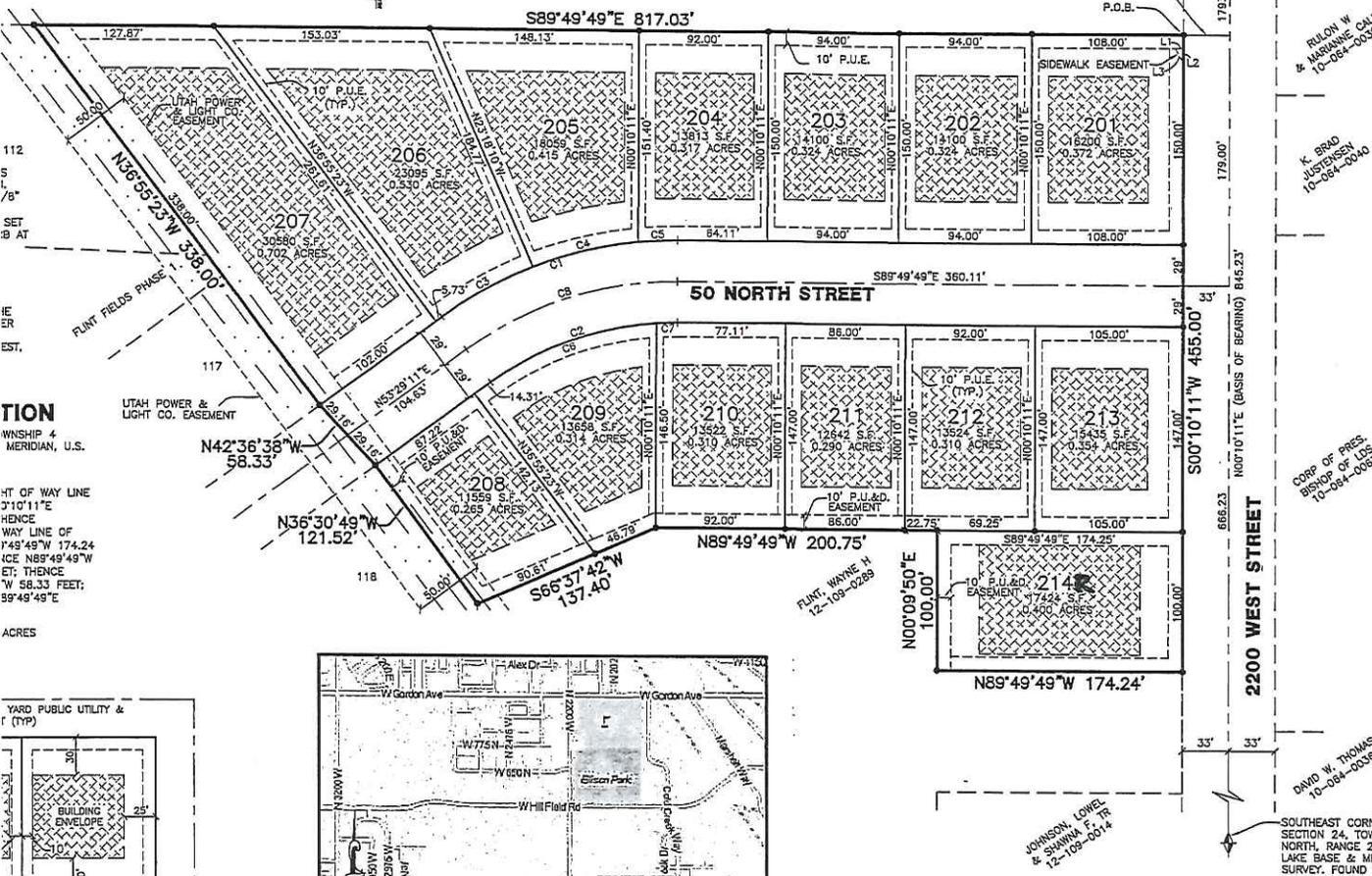


CORP. OF PRES.
BISHOP OF LDS
12-109-0061

LINE TABLE

LINE BEARING	DISTANCE
L1 S89°49'29"E	5.84
L2 S00°10'11"W	10.04
L3 S29°59'05"E	11.62

EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY. FOUND BRASS CAP MONUMENT IN VAULT



REUNION W. & WARRANE CALL 10-084-0059

CORP. OF PRES. BISHOP OF LDS 12-109-0063

DAVID W. THOMAS 10-084-0038

FLINT, WAIN H 12-109-0289

JOHNSON, LOWEL & SHAW, F JR 12-109-3014

SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY. FOUND BRASS CAP MONUMENT IN VAULT

SURVEYOR'S CERTIFICATE

I, TREVOR J. HATCH, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 5B, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF FLINT FIELDS SUBDIVISION PHASE 2 IN LAYTON CITY, DAVIS COUNTY, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE DAVIS COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND. I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF LAYTON CITY, DAVIS COUNTY CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS _____ DAY OF _____ 20____

9031945
UTAH LICENSE NUMBER TREVOR J. HATCH

PROFESSIONAL LAND SURVEYOR
9031945
TREVOR J. HATCH
STATE OF UTAH

OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO PRIVATELY OWNED PROPERTY, COMMON AREA, LIMITED COMMON AREA, AND PUBLIC STREETS AS SHOWN ON THE PLAT AND NAME SAID TRACT FLINT FIELDS SUBDIVISION PHASE 2 AND DO HEREBY DEDICATE TO PUBLIC USE ALL THESE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES AND ALSO TO GRANT AND DEDICATE A PERPETUAL RIGHT-OF-WAY AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREON AS PUBLIC UTILITY, STORM WATER AND STORM DRAIN EASEMENTS, THE SAME TO BE USED FOR THE INSTALLATION MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINE, STORM DRAINAGE FACILITIES, IRRIGATION CANALS OR FOR THE PERPETUAL PRESERVATION OF WATER CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY THE COVERING AUTHORITY, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS.

SIGNED THIS _____ DAY OF _____ 20____

ACKNOWLEDGMENT

STATE OF UTAH } ss.
COUNTY OF _____

ON THE _____ DAY OF _____ 20____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ SIGNER(S) OF THE ABOVE OWNER'S DEDICATION AND CERTIFICATION, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME _____ SIGNED IT FREELY, VOLUNTARILY, AND FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES _____ NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH } ss.
COUNTY OF _____

ON THE _____ DAY OF _____ 20____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE _____ AND _____ OF SAID CORPORATION AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES _____ NOTARY PUBLIC

PROJECT INFORMATION

Surveyor: T. HATCH
Project Name: FLINT FIELDS SUBDIVISION PHASE 2
Designator: D. CAVE
Scale: 1"=50'
Begin Date: 12-09-2015
Page: 1 of 1

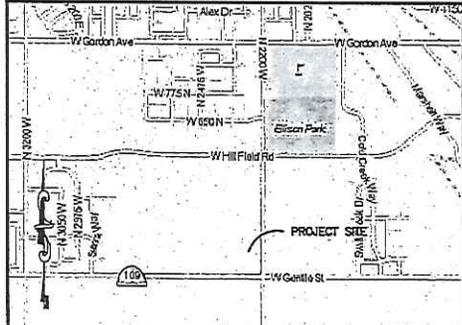
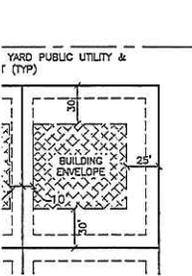
DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
AND RECORDED _____ FILED FOR RECORD _____
OF _____ IN BOOK _____ OF _____
THE OFFICIAL RECORDS, PAGE _____
RECORDED FOR: _____
DAVIS COUNTY RECORDER _____
DEPUTY, _____

SECTION 24, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY

HT OF WAY LINE 2'10"11"E
HENCE
WAY LINE OF 174°49'W 174.24'
THENCE N89°49'49"W
ET. THENCE W 58.33 FEET;
S9°49'49"E

ACRES



Vicinity Map
Scale: None

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	178.63	279.00	136°41'00"	N71°49'41"E	175.59
C2	141.49	221.00	136°41'00"	N71°49'41"E	139.09
C3	73.75	279.00	115°08'40"	N67°03'34"E	75.84
C4	76.94	229.00	115°48'01"	N76°31'57"E	76.70
C5	27.94	279.00	5°44'13"	N87°18'05"E	27.92
C6	126.59	221.00	132°49'13"	N69°53'47"E	124.87
C7	14.30	221.00	3°51'47"	N88°14'18"E	14.30
C8	160.05	250.00	136°41'00"	N71°49'41"E	157.34

Developer:
Castle Creek Homes
1799 W. 5150 S.
Roy, UT 84067
(801) 525-0681

LAYTON CITY PLANNING COMMISSION
APPROVED THIS _____ DAY OF _____ 20____ BY LAYTON CITY PLANNING COMMISSION
CHAIRMAN, LAYTON CITY PLANNING COMMISSION _____

LAYTON CITY ENGINEER
APPROVED THIS _____ DAY OF _____ 20____ BY THE LAYTON CITY ENGINEER.
LAYTON CITY ENGINEER _____ DATE _____

LAYTON CITY COUNCIL
PRESENTED TO THE LAYTON CITY COUNCIL THIS THE _____ DAY OF _____ 20____ AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.
ATTEST: _____
LAYTON CITY MAYOR _____ CITY RECORDER _____

LAYTON CITY ATTORNEY
APPROVED BY THE LAYTON CITY ATTORNEY THIS THE _____ DAY OF _____ 20____
LAYTON CITY ATTORNEY _____



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

Item Number: 6.A.

Subject:

Amended Final Plat – Dawson Hollow Estates Plat D Amending Lots 317 and 318 of Dawson Hollow Estates Plat C – 2439 East Kays Creek Drive

Background:

The applicant, Carissa Beeston, is requesting to amend Dawson Hollow Estates Plat C Lots 317 and 318 to create a single lot from two lots to be known as Dawson Hollow Estates Plat D. The lot is surrounded by single family parcels and subdivisions.

By combining the two lots into a single lot, the new lot becomes 1.01 acres (44,406 square feet) in area and creates a frontage of 180 lineal feet. Both the lot area and lot frontage meet the R-1-10 zoning requirements.

The property currently has an agricultural structure and the remaining property is vacant. Prior to receiving a building permit for a single family home, a geotechnical soils report will be required for review by City Staff.

Alternatives:

Alternatives are to 1) Grant amended final plat approval to Dawson Hollow Estates Plat D amending Lots 317 and 318 of Dawson Hollow Estates Plat C subject to meeting all Staff requirements as outlined in Staff memorandums; or 2) Deny granting amended final plat approval to Dawson Hollow Estates Plat D.

Recommendation:

On May 10, 2016, the Planning Commission unanimously recommended the Council grant amended final plat approval to Dawson Hollow Estates Plat D amending Lots 317 and 318 of Dawson Hollow Estates Plat C subject to meeting all Staff requirements as outlined in Staff memorandums.

Staff supports the recommendation of the Planning Commission.



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

Staff Report

To: City Council

From: Kem Weaver, Planner II 

Date: June 2, 2016

Re: Dawson Hollow Estates Plat D Amending Lots 317 and 318 of the Dawson Hollow Estates Plat C Final Plat Amended

Location: Approximately 2439 East Kays Creek Drive

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

Description:

The two lots being amended are zoned R-1-10. The surrounding properties or lots are zoned R-1-10. The two lots are currently vacant except for an agricultural structure that is located on Lot 317.

Background:

The applicant, Carissa Beeston, is requesting to amend Dawson Hollow Estates Plat C Lot 317 and 318 to create a single residential lot from two platted lots. By combining the two lots, the proposed single lot becomes 1.01 acres (44,406 square feet) in area and the lineal street frontage becomes 180 feet. This meets the area and frontage requirements of the R-1-10 zone.

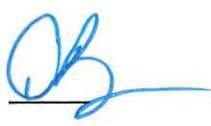
The existing side yard public utility and drainage easements for Lots 317 and 318 will be vacated with the recording of the amended plat.

Staff Recommendation:

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

Engineering 

Planning 

Fire 

Planning Commission Action: On May 10, 2016, the Planning Commission voted unanimously to recommend the Council grant final amended plat approval subject to meeting all Staff requirements.

The Commission asked for public comment. No public comments were given.



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: Carissa Beeston; beestiegirl@gmail.com

FROM: Shannon Hansen, Assistant City Engineer - Development

CC: Community Planning and Development Department

DATE: April 18, 2016

RE: Dawson Hollow Estates Plat D
Amending Lots 317 and 318 of Plat C

I have reviewed the dedication plat and title report submitted on April 11, 2016 for the proposed Dawson Hollow Estates Plat D Amending Lots 317 and 318 of Dawson Hollow Estates Plat C, located at approximately 2433 East. The plat has been stamped "Approved as Corrected." The following items will need to be addressed.

1. The existing PUE along the common lot line of lots 317 and 318 will be abandoned with the recording of the amended plat. A letter or email from each of the utility companies (telephone, gas, power, cable) will need to be submitted abandoning the existing public utility easement. The utility company contacts we have on record are:
 - a. Rocky Mountain Power – Jon.Pantke@pacificorp.com
 - b. Century Link – ArleneDenney@centurylink.com
 - c. Questar Gas – Dan.MacDonald@questar.com



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City Manager • Alex R. Jensen
Asst. City Manager • James S. Mason

• Fire Department •
Kevin C. 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: Christy Wixom

FROM: Douglas K. Bitton, Fire Prevention Specialist 

RE: Dawson Hollow Estates Plat D @ 2433 Kayscreek Drive

CC: 1) Engineering
2) Carissa Beeston, beestiegirl@gmail.com

DATE: April 21, 2016

I have reviewed the site plan submitted on April 11, 2016 for the above referenced project. The Fire Prevention Division of this Department has the following comments and concerns:

1. The minimum fire flow requirement is 1,500 gallons per minute for 60 consecutive minutes for residential one and two-family dwellings. Fire flow requirements may increase for residential one and two family dwellings with building a footprint equal to or greater than 3,600 square feet, or for buildings other than one and two family dwellings. Provide documentation that the fire flow has been confirmed through the Layton City Engineering Division, Water Model.
2. Our records indicate that there is adequate hydrant coverage for proposed residential development.

3. It is unclear how many homes will be built or the arrangement of access roads. If there are planned access roads, they shall be built with a minimum clear and unobstructed width not less than 26 feet and unobstructed vertical clearance of not more than 13 feet 6 inches. Dead end roads created in excess of 150 feet in length shall be provided with an approved turn-around.

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\ Dawson Plat D S16-069:kn
Plan # S16-069, District #22
Project Tracker #LAY1602291597



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● Parks & Recreation Department ●
JoEllen Grandy ● Parks Planner
Telephone: (801) 336-3926
Fax: (801) 336-3909

Memorandum

To: Carissa Beeston
CC: Community Development, Fire, & Engineering
From: JoEllen Grandy, Parks Planner – Parks & Recreation
Date: April 18, 2016
Re: Dawson Hollow Estates Plat C, Final Plat Approval II – 2433 Kays Creek Drive

Dawson Hollow Estates Plat C located at 2433 Kays Creek Drive lies within our existing Oak Forest Park and future Snow Canyon Park service areas.

The Parks & Recreation Department has reviewed the plat resubmitted and has no comments or concerns regarding the approval of amending lots 317 and 318 of Dawson Hollow Estates Plat C.

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

Dawson Hollow Estates Plat D Amending Lots 317 and 318 of Dawson Hollow Estates Plat C

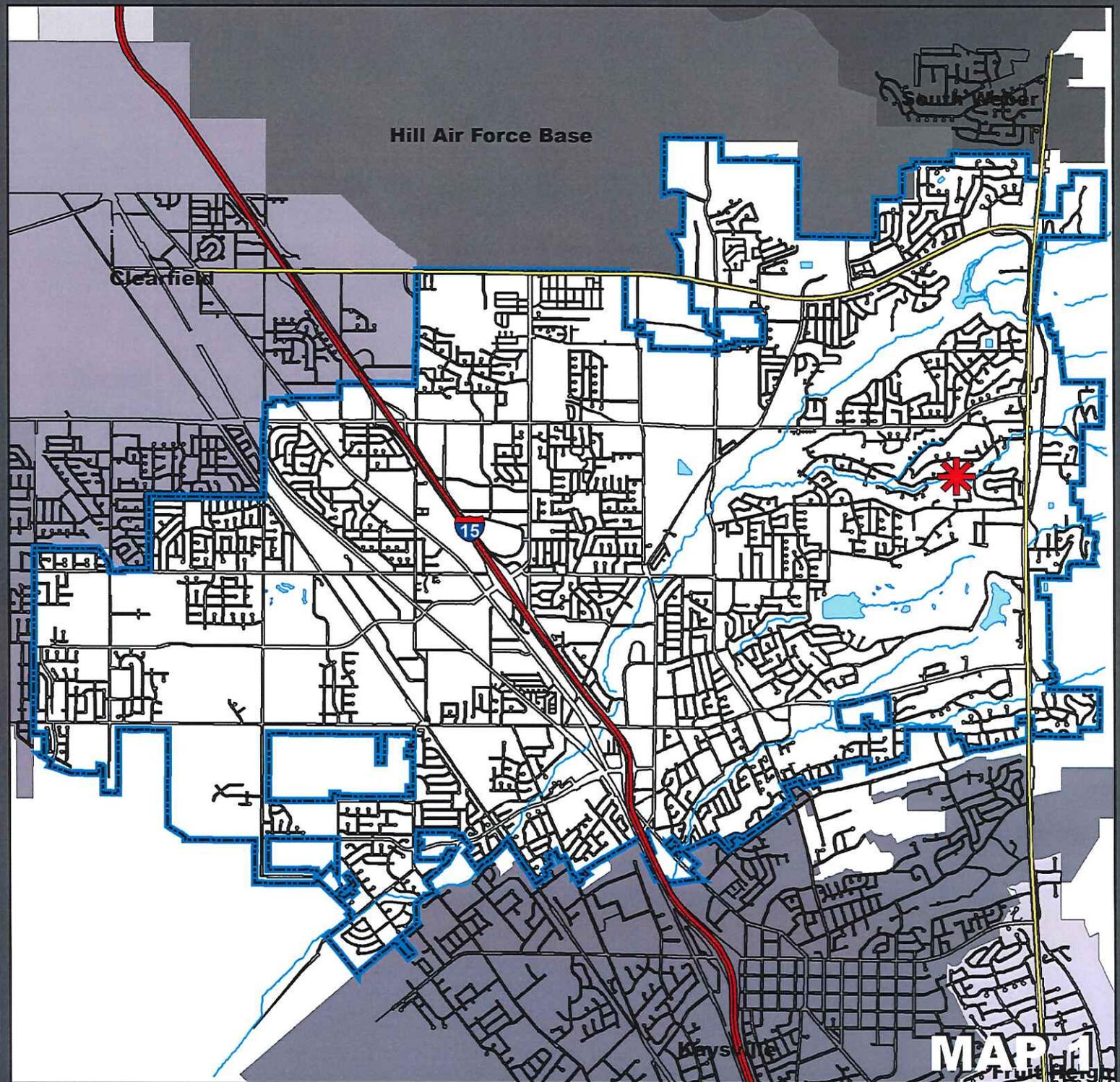
Legend

-  City Boundary
-  Interstate 15
-  Highways
-  Lakes
-  Streams

 - Project Site



1 inch = 4,605 feet



MAP #1

CITY COUNCIL

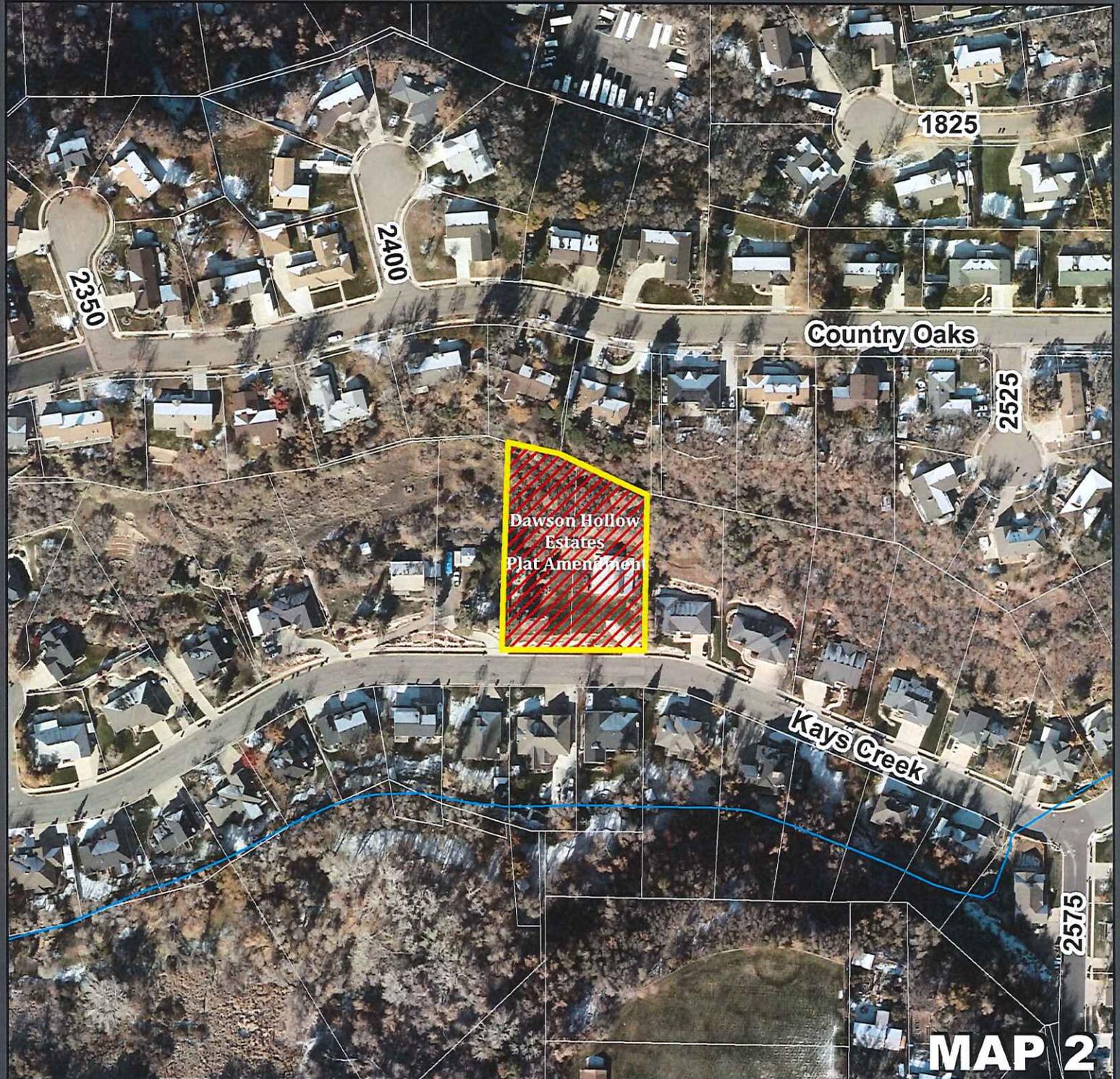
Dawson Hollow Estates Plat D Amending Lots 317 and 318 of the Dawson Hollow Estates Plat C

Legend

- Centerlines
- Highways
- Interstate 15
- City Boundary
- Streams
- Lakes
- Property



1 inch = 174 feet



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

Item Number: 6.B.

Subject:

Amended Final Plat – Holmes Creek Estates Subdivision Lot 34 – 240 South 975 East

Background:

The applicant, H. Bruce Allgood, is requesting to amend Holmes Creek Estates Lot 34 (.48 acres) to create two lots. The lot is surrounded by single family parcels and subdivisions.

The property is an existing lot in the Holmes Creek Estates Subdivision that is being proposed to be split into two lots and is a partnering rezone agenda item for this City Council meeting. Lot 34 of the Holmes Creek Estates Subdivision is a long skinny lot with an existing home siding onto Rosewood Lane. The southern end of the lot is being proposed for R-1-6 zoning while the northern portion of the lot is to remain R-1-10.

The applicant quit-claimed .317 acres of Lot 34 to Ryan and Malerie Price on October 13, 2015, in order to sell the home to the Prices. By amending Lot 34 of the Holmes Creek Estates Subdivision, the lot will then be split correctly.

The new lot will be .163 acres (7,100 square feet) in size and the north half of the lot will be .317 acres (13,811 square feet) in size. Both lots will meet the area and frontage requirements if the new lot is approved to be rezoned from R-1-10 to R-1-6.

Alternatives:

Alternatives are to 1) Grant amended final plat approval to Holmes Creek Estates Subdivision Lot 34 subject to meeting all Staff requirements as outlined in Staff memorandums; or 2) Deny granting final plat approval to Holmes Creek Estates Subdivision Lot 34.

Recommendation:

On May 10, 2016, the Planning Commission unanimously recommended the Council grant amended final plat approval to Holmes Creek Estates Subdivision Lot 34 subject to meeting all Staff requirements as outlined in Staff memorandums.

Staff supports the recommendation of the Planning Commission.



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

Staff Report

To: City Council

From: Kem Weaver, Planner II 

Date: June 2, 2016

Re: Holmes Creek Estates Subdivision Lot 34 Final Plat Amended

Location: Approximately 240 South 975 East

Zoning: R-1-10 (Single Family Residential) proposed for R-1-6 (Single Family Residential)

Description:

Holmes Creek Estates Lot 34 is 20,909 square feet (.48 acres) and zoned R-1-10. Adjacent properties to the north and east are zoned R-1-10 and subdivisions to the south and west are zoned R-1-6.

Background:

The applicant, H. Bruce Allgood, is requesting Lot 34 of the Holmes Creek Estates Subdivision to be split into two lots. The applicant had ownership of the entire lot until .317 acres, or 13,808 square feet, were quit-claim deeded to Ryan and Malerie Price on October 13, 2015, which split the lot into two lots. The Price's purchased the portion of Lot 34 with the existing home after it was split by the quit-claim deed. By reviewing and approving the plat amendment for Lot 34 of the Holmes Creek Estates Subdivision, the lot will be split correctly.

The southern half of the lot split or remaining piece is .163 acres or 7,100 square feet. The .163 acres is being reviewed as part of this City Council agenda to be rezoned from R-1-10 to R-1-6.

Lot 34 of the Holmes Creek Estates Subdivision was a long skinny lot with an existing home fronting onto Rosewood Lane. The southern end of the lot is being proposed for R-1-6 zoning while the northern portion of the lot is to remain R-1-10. The future plan is to build a single family home on the proposed R-1-6 lot.

The proposed new lot meets the area and frontage requirements of the R-1-6 zone if the rezone is approved by the City Council.

Staff Recommendation:

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

Engineering 

Planning 

Fire 

Planning Commission Action: On May 10, 2016, the Planning Commission voted unanimously to recommend the Council grant final amended plat approval subject to meeting all Staff requirements.

The Commission asked for public comment. No public comments were given.



***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: Bruce Allgood, hballgood@yahoo.com
Keith Russell, Ensign Engineering & Land Survey, krussell@ensignutah.com

From: Ashley Thoman, Engineering Department

CC: Building/Community Development/Fire Department

Date: February 17, 2016

RE: **Holmes Creek Estates 1st Amended - Lot 34**

We have reviewed the dedication plat submitted February 3, 2016 located at approximately 240 S 975 East. The plans have been stamped "Approved – As Corrected." The following items will need to be addressed on the mylar.

Dedication Plat

1. The linetype for the setbacks is the same as the floodplain.
2. Some of the labels with leaders on the floodplain are confusing. Adding a FIRM zone designation will help explain the difference.
3. The Surveyor's Certificate shows some overlapping text.
4. General Note 5 needs to include the word sewerline along with the waterline easement description.
5. General Note 9 references profile sheet 096P, which appears to be a typo for sheet 093P.
6. General Note 10 shows "the" misspelled in the 6th line of the paragraph.
7. A background mask will need to be used on any text overlapping lines or hatching.



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● Parks & Recreation Department ●
JoEllen Grandy ● Parks Planner
Telephone: (801) 336-3926
Fax: (801) 336-3909

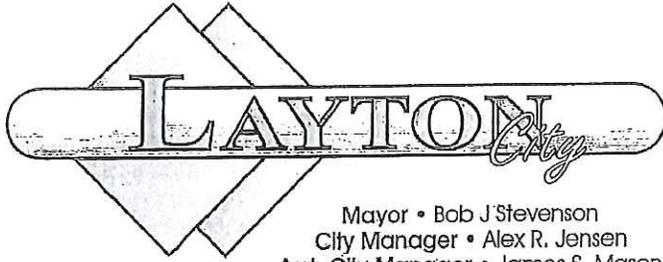
Memorandum

To: Keith Russell, Bruce Allgood
CC: Community Development, Fire, & Engineering
From: JoEllen Grandy, Parks Planner – Parks & Recreation
Date: February 9, 2016
Re: Holmes Creek Lot 34 Amended, Final Approval – 240 S. 975 E.

Holmes Creek Lot 34 located approximately at 240 S. 975 E. is within the service area of Chapel St. Park.

The Parks and Recreation Department has reviewed the plans submitted and has no comments or concerns regarding the amendment of Holmes Creek Lot 34.

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.



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

MEMORANDUM

TO: Community Development, Attention: Julie Jewell

FROM: Dean Hunt, Fire Marshal 

RE: H. Bruce Allgood AFP Limited Parcel Split and Rezone
For property located at 240 South 975 East, Layton Utah

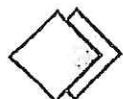
DATE: June 25, 2014

I have reviewed the site plans for both the parcel split and the rezone of this property. The Fire Department, with regard to the rezone and parcel split, does not have any comments or concerns 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 of construction and size of structure(s) to be built.
2. 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.

DBH/Allgood PS & RZ:kn
Plan # S14-057, District # 31
PS Project Tracker #LAY 1406251451
RZ Project Tracker #LAY 1406251452



CITY COUNCIL

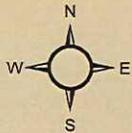
Holmes Creek Estates Lot 34

Amended Plat

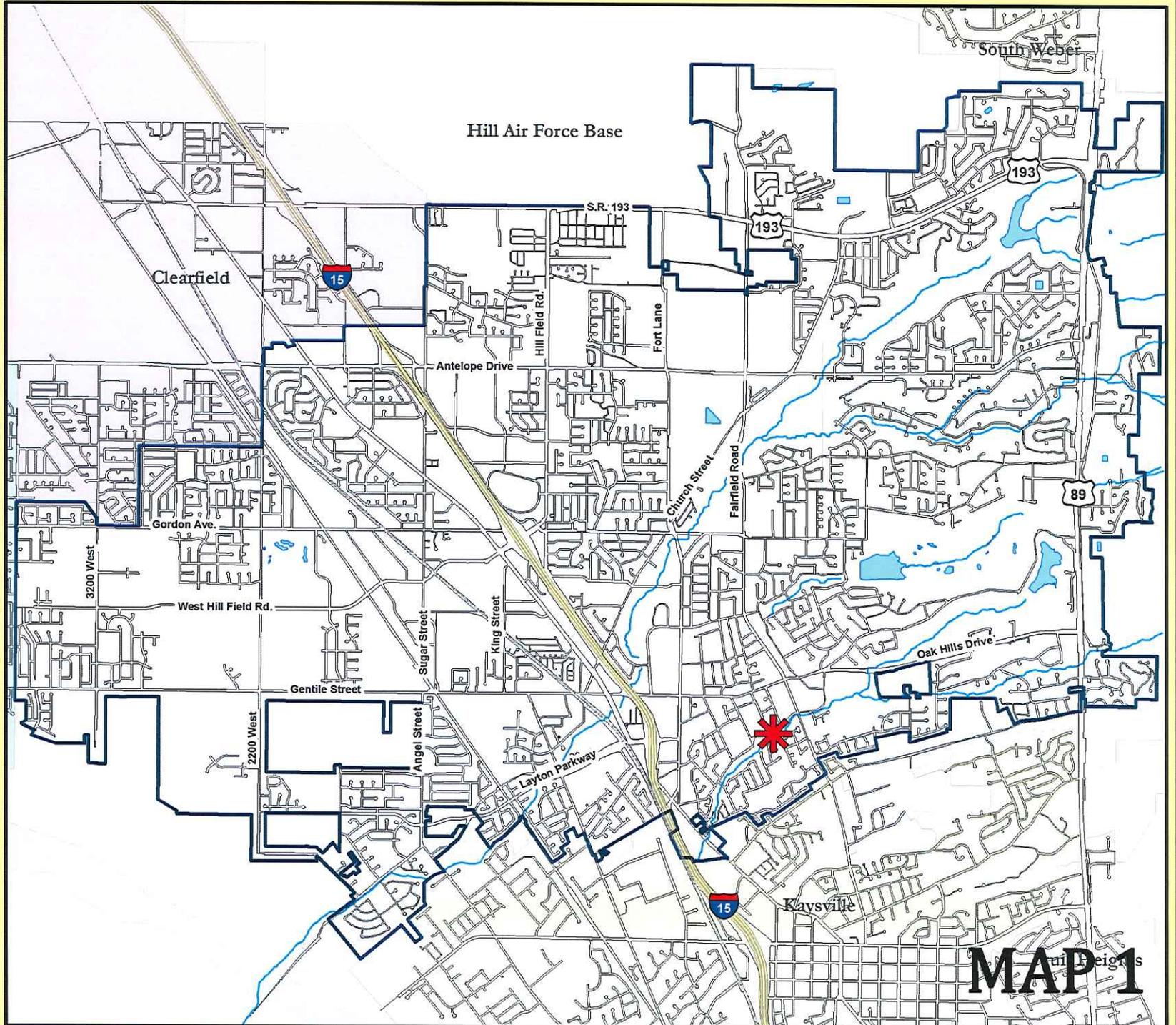
LEGEND

-  Rail Lines
-  Interstate 15
-  Layton City Boundary
-  Rights of Way
-  Lakes
-  Streams

 Rezone Area



1 inch = 4,250 feet



MAP 1

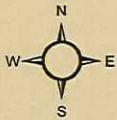
CITY COUNCIL

Holmes Creek Estates Lot 34

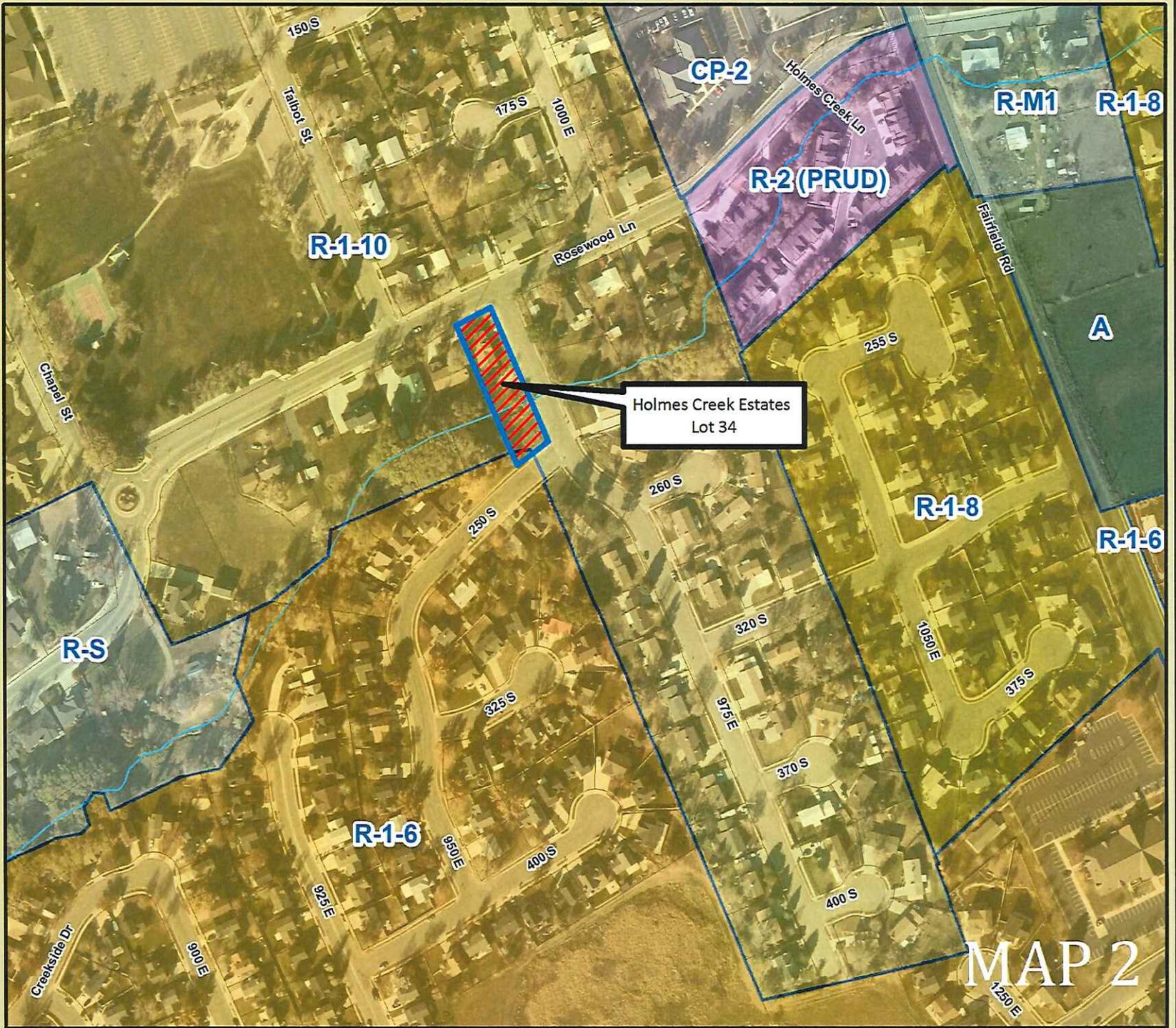
Amended Plat

LEGEND

-  Layton City Boundary
-  Property
-  Lakes
-  Streams



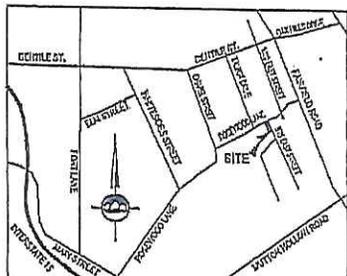
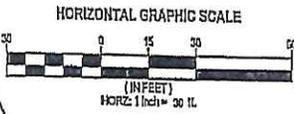
1 inch = 245.92 feet



MAP 2

HOLMES CREEK ESTATES SUBDIVISION

AMENDING LOT 34, HOLMES CREEK ESTATES SUBDIVISION,
AND PART OF LOT 1, WILLOW WOOD SUBDIVISION NO. 1,
LOCATED IN THE NORTHWEST QUARTER
OF SECTION 27
TOWNSHIP 4 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
LAYTON CITY, DAVIS COUNTY, UTAH



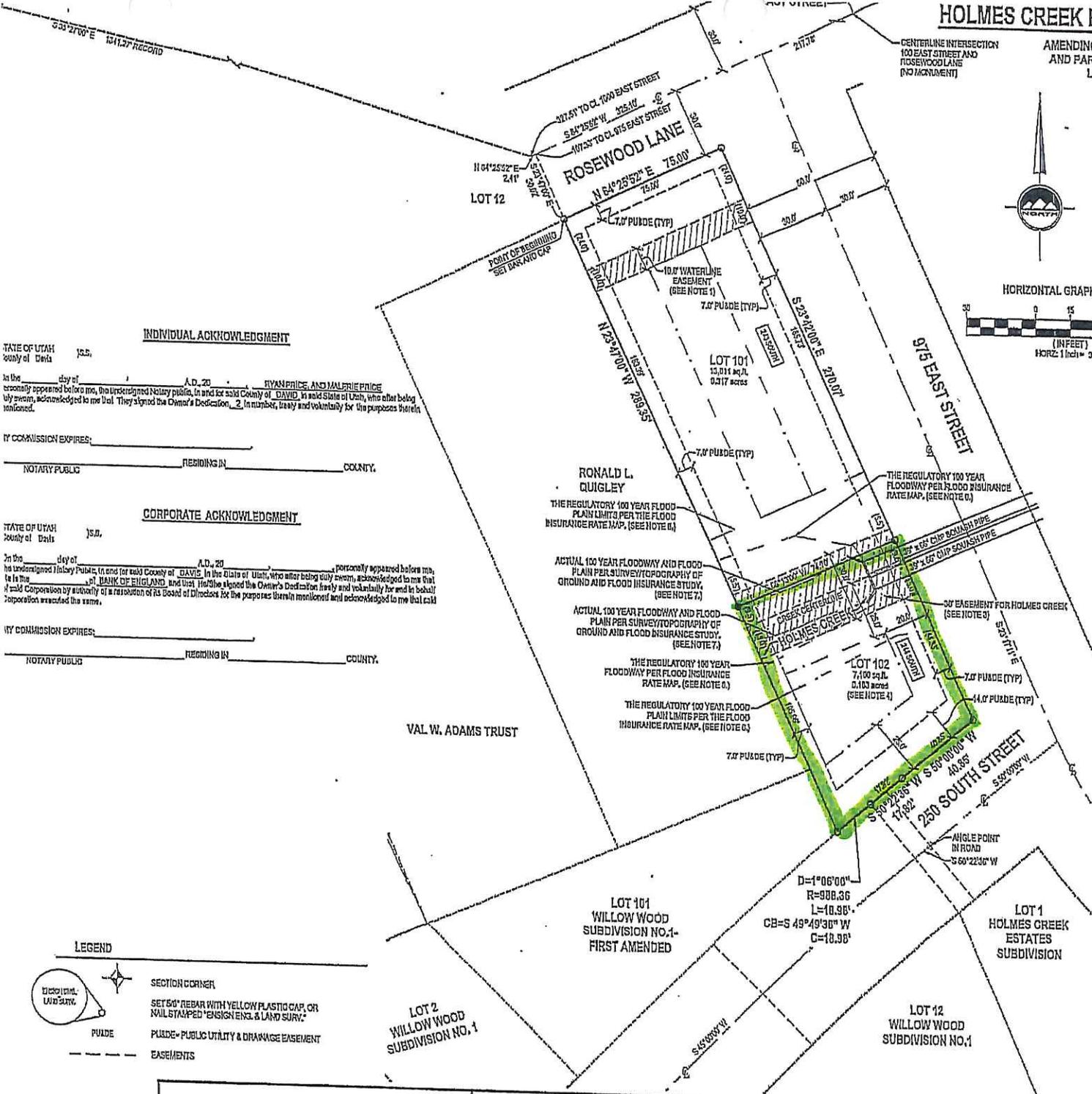
VICINITY MAP
LAYTON UTAH
NO SCALE

GENERAL NOTES:

1. THE ORIGINAL PLAT OF HOLMES CREEK ESTATES SUBDIVISION SHOWS A 10' WATERLINE EASEMENT IN THIS LOCATION. NO DIMENSIONS ARE GIVEN FOR PLACEMENT OF THIS EASEMENT AND DIMENSIONS SHOWN ARE SCALED FROM THE ORIGINAL RECORDED PLAT OF THE HOLMES CREEK ESTATES SUBDIVISION.
2. ALL PUBLIC UTILITY AND DRAINAGE EASEMENTS (P.U. & D.E.) ARE DIMENSIONED HEREON.
3. THE ORIGINAL PLAT OF HOLMES CREEK ESTATES SUBDIVISION SHOWS A 30 FOOT EASEMENT FOR HOLMES CREEK BUT NO DIMENSIONS ARE GIVEN. DIMENSIONS SHOWN ON THIS PLAT ARE BASED UPON ESTABLISHING THE CENTERLINE OF HOLMES CREEK BY A FIELD SURVEY AND CREATING THE EASEMENT 15 FEET ON EITHER SIDE OF THE CENTERLINE ESTABLISHED.
4. LOT 102 IS A RESTRICTED LOT DUE TO HOLMES CREEK. A PERMIT FROM DAVIS COUNTY FLOOD CONTROL FOR CONSTRUCTION ALONG THE CHANNEL IS REQUIRED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FROM LAYTON CITY CORPORATION FOR THIS LOT.
5. LOT 101 IS IN THE R-1-10 ZONE WITH A 25 FOOT FRONT AND REAR YARD SET BACK AND A 0 FOOT AND 20 FOOT (ROAD SIDE) SIDE YARD SET BACK. HOWEVER THE SIDE YARD SET BACKS ARE MORE RESTRICTIVE DUE TO THE CURRENT EASEMENT FOR A WATERLINE ON THE NORTH AND THE 100 YEAR FLOOD PLAIN LINE AT HOLMES CREEK ON THE SOUTH. LOT 102 IS IN THE R-1-0 ZONE WITH A 25 FOOT FRONT AND REAR YARD SET BACK AND A 7 FOOT AND 20 FOOT (ROAD SIDE) SIDE YARD SET BACKS.
6. THE REGULATORY 100 YEAR FLOOD PLAIN LINES AND FLOODWAY LINES SHOWN HEREON WERE TAKEN FROM THE FLOOD INSURANCE RATE MAP DATED EFFECTIVE JUNE 10, 2007, PANEL NO. 400110202E. THE ACTUAL 100 YEAR FLOOD PLAIN AND FLOODWAY LINES ARE TAKEN FROM THE SURVEY TOPOGRAPHY OF THE GROUND AND FLOOD INSURANCE STUDY, WHICH DETERMINES THAT THE 100 YEAR FLOOD IS ENTIRELY CONTAINED WITHIN THE EXISTING BANKS OF HOLMES CREEK.
7. CONSTRUCTION OF A HOME ON LOT 102 MAY REQUIRE A LETTER OF MAP AMENDMENT TO ALLOW FOR CONSTRUCTION WITHIN THE FLOOD PLAIN DEFINED ON THE FLOOD INSURANCE RATE MAP REFERRED TO IN ITEM NO. 6 ABOVE. NO BUILDINGS WILL BE ALLOWED WITHIN THE ACTUAL FLOODWAY AS DETERMINED BY THE SURVEY TOPOGRAPHY OF THE GROUND OR THE FLOOD INSURANCE STUDY.
8. THERE IS AN EXISTING HOME ON LOT 101 AT THE TIME OF THIS AMENDMENT. THIS AMENDED PLAT IS TO CREATE AN ADDITIONAL LOT (LOT 102) FOR ANOTHER HOME.

UTILITY NOTE:

UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.



INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH
County of Davis,) S.S.
I, the undersigned Notary Public, in and for said County of Davis, in said State of Utah, who after being duly sworn, acknowledged to me that they signed the Owner's Dedication, 2, in number, freely and voluntarily for the purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office, this _____ day of _____, A.D., 20____.

NOTARY PUBLIC _____ RESIDING IN _____ COUNTY, _____

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
County of Davis,) S.S.
I, the undersigned Notary Public, in and for said County of Davis, in said State of Utah, who after being duly sworn, acknowledged to me that the Board of Directors of the Corporation named herein, acting by resolution of its Board of Directors for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office, this _____ day of _____, A.D., 20____.

NOTARY PUBLIC _____ RESIDING IN _____ COUNTY, _____

LEGEND

- SECTION CORNER
- P.U.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
- EASEMENTS
-

DEVELOPER
BRUCE ALLGOOD
1792 SOUTH 1175 EAST
BOUNTIFUL, UTAH 84010
801-707-8057

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

Item Number: 6.C.

Subject:

Rezone Request – H. Bruce Allgood – R-1-10 (Single Family Residential) to R-1-6 (Single Family Residential) – Ordinance 16-07 - Approximately 240 South 975 East

Background:

The applicant, H. Bruce Allgood, is requesting to rezone .163 acres of property from R-1-10 to R-1-6. Adjacent properties to the north and east are zoned R-1-10 and subdivisions to the south and west are zoned R-1-6.

The property is an existing lot in the Holmes Creek Estates Subdivision that is proposed to be split into two lots and is a partnering agenda item for this City Council meeting. Lot 34 of the Holmes Creek Estates Subdivision is a long skinny lot with an existing home siding onto Rosewood Lane. The southern .163 acres of the lot is being proposed for R-1-6 zoning while the northern .317 acres of the lot remains R-1-10.

The Land Use Element of the General Plan indicates that low density residential developments are appropriate in this area of Layton City.

Alternatives:

Alternatives are to 1) Adopt Ordinance 16-07 approving the rezone from R-1-10 to R-1-6 based on General Plan land use and density recommendations for this area of the City; or 2) Not adopt Ordinance 16-07 denying the rezone request.

Recommendation:

On May 10, 2016, the Planning Commission voted unanimously to recommend the Council adopt Ordinance 16-07 approving the rezone from R-1-10 to R-1-6 based on General Plan land use and density recommendations for this area of the City.

Staff supports the recommendation of the Planning Commission.

ORDINANCE 16-07
(H. Bruce Allgood)

AN ORDINANCE AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING CLASSIFICATION OF THE HEREINAFTER DESCRIBED PROPERTY, LOCATED AT 240 SOUTH 975 EAST FROM R-1-10 (SINGLE FAMILY RESIDENTIAL) TO R-1-6 (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 R-1-10 to R-1-6 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 R-1-10 (Single Family Residential) to R-1-6 (Single Family Residential).

Beginning at a point on the west line of Lot 34, Holmes Creek Estates Subdivision, said point being South 35°27'00" East 1341.27 feet to the centerline of Rosewood Lane and North 64°25'52" East 2.41 feet along the centerline of Rosewood Lane and South 23°47'00" East 213.41 feet to and along the west line of Lot 34, Holmes Creek Estates Subdivision from the Northwest Corner of Section 27, Township 4 North, Range 1 West, Salt Lake Base and Meridian and running;

Thence North 66°13'00" East 74.70 feet to the east line of Lot 34, Holmes Creek Subdivision, also being on the west line of 975 East Street;

Thence South 23°42'00" East 84.33 feet along the east line to the Southeast Corner of Lot 34, Holmes Creek Subdivision, also being the intersection of the west line of 975 East Street and the north line of 250 South Street;

Thence South 50° 00'00" West 40.85 feet along the south line to the Southwest Corner of Lot 34, Holmes Creek Subdivision, also being on the north line of 250 South Street;

Thence North 50°22'36" West 17.82 feet along the north line of 250 South Street;

Thence southwesterly 18.98 feet along the arc of a 988.36 foot radius curve to the left, (center bears South 39°37'24" West and long chord bears South 49°49'36" West 18.98 feet) along the north line of 250 South Street;

Thence North 23°47'00" West 105.96 feet to and along the west line of Lot 34, Holmes Creek Estates to the point of beginning.

Contains 7,100 square feet. 0.163 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 _____, 2016.

ROBERT J STEVENSON, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:



FOR GARY CRANE, City Attorney

SUBMITTING DEPARTMENT:



WILLIAM T. WRIGHT, Director
Community & Economic Development



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

Staff Report

To: City Council

From: Kem Weaver, Planner II 

Date: June 2, 2016

Re: Rezone Request – R-1-10 (Single Family Residential) to R-1-6 (Single Family Residential) – Ordinance 16-07

Location:	Approximately 240 South 975 East
Current Zoning:	R-1-10 (Single Family Residential)
Proposed Zoning:	R-1-6 (Single Family Residential)
Current Minimum Lot Size:	10,000 Square Feet
Proposed Minimum Lot Size:	6,000 Square Feet

Description:

The property proposed for R-1-6 zoning is .163 acres (7,100 square feet). Adjacent properties to the north and east are zoned R-1-10 and subdivisions to the south and west are zoned R-1-6.

Background:

The applicant, H. Bruce Allgood, is the former owner of .317 acres of Lot 34 in the Holmes Creek Estates Subdivision. The .163 acre rezone area is still under the ownership of the applicant. The applicant is requesting the rezone to meet the zoning requirement of R-1-6 for the .163 acre rezone area. The southern half of the lot split would be the .163 acres, which is not large enough for R-1-10 zoning, but is large enough to meet the R-1-6 lot area requirements.

The parcel split for Lot 34 of the Holmes Creek Estates Subdivision into two lots is a City Council agenda item for this meeting. Lot 34 of the Holmes Creek Estates Subdivision is a long skinny lot with an existing home siding onto Rosewood Lane. The southern end of the lot is being proposed for R-1-6 zoning while the northern portion of the lot is to remain R-1-10. The future plan is to build a single family home on the proposed R-1-6 lot.

The Land Use Element of the General Plan indicates that low density residential (3 to 6 dwelling units per acre) is designated in this area of Layton City. In addition, the adjacent subdivisions to the south are zoned R-1-6.

Staff Recommendation:

Staff recommends the Council adopt Ordinance 16-07 approving the rezone request from R-1-10 to R-1-6 based on the General Plan land use and density recommendations for this area of the City.

Engineering



Planning



Fire



Planning Commission Action: On May 10, 2016, the Planning Commission voted unanimously to recommend the Council adopt Ordinance 16-07 approving the rezone request from R-1-10 to R-1-6 based on the General Plan land use and density recommendations for this area of the City.

The Planning Commission asked for public comment.

The homeowner on Lot 34 of the Holmes Creek Estates Subdivision, Ryan Price, had a concern about the size of home that would be built on the rezoned lot adjacent to him. He was also concerned about the flood plain for the creek that is located on the north side of the rezone parcel.

It was explained to him that the proposed creek easement will keep the home outside the flood plain area; however, the future homeowner would possibly need flood insurance.



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: Keith Russell; krussell@ensignutah.com
Bruce Allgood; hballgood@yahoo.com

CC: Community Development Department/Fire Department

FROM: Shannon Hansen, Assistant City Engineer - Development

DATE: December 28, 2015

SUBJECT: Allgood Rezone
240 South 975 East

I have reviewed the Petition for Amending the Zoning Ordinance for one parcel containing approximately 0.163 acres at approximately 240 South 975 East. The applicant is requesting a rezone change from R-1-10 to R-1-6. The engineering department has no comments or concerns regarding the approval of the rezone.

The following items are provided for informational purposes and are applicable to a building permit.

Street – Boulder Drive street improvements will need to be installed and include street widening, curb/gutter, and sidewalk.

Water – There is an existing 8" culinary water line on the north side of 250 South and an 8" on the east side of 975 East.

Sewer – There is an existing 8" sanitary sewer line on the west side of 975 East.

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 exaction can be reduced by 2/3 if secondary water is used. The exact amount of water to be dedicated to Layton City will be determined with the building permit. A fee in lieu in the amount of \$3,157.00 per acre foot may be paid if the developer is unable to find a partial share.

Street Cut Permits – Street cut permits will need to be obtained for the culinary water and sanitary sewer laterals. They are available online at <https://www.laytoncity.org/secure1/lwalogin.aspx?url=/secure1/StreetCut/scDefault.aspx>

Davis County Flood Control Permit - A construction permit from Davis County Flood control approving construction along the creek will need to be submitted. If an access/maintenance easement is required by DCFC, the legal description on the correct easement form will need to be submitted for review prior to recording.



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

MEMORANDUM

TO: Community Development, Attention: Julie Jewell

FROM: Dean Hunt, Fire Marshal 

RE: H. Bruce Allgood AFP Limited Parcel Split and Rezone
For property located at 240 South 975 East, Layton Utah

DATE: June 25, 2014

I have reviewed the site plans for both the parcel split and the rezone of this property. The Fire Department, with regard to the rezone and parcel split, does not have any comments or concerns 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 of construction and size of structure(s) to be built.
2. 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.

DBH/Allgood PS & RZ:kn
Plan # S14-057, District # 31
PS Project Tracker #LAY 1406251451
RZ Project Tracker #LAY 1406251452





Memorandum

To: Planning Commission
From: Scott Carter, Parks Planner
Date: June 30, 2014
Re: Allgood Rezone, R-1-10 to R-1-6 – 240 South 975 East

This proposed rezone will not have any impacts on the Parks & Recreation Department. The proposal falls within the service area of Chapel Street Park which is located a block to the west.

Recommendation

Parks & Recreation supports the approval of the Allgood rezone, R-1-10 to R-1-6, located at 240 South 975 East.

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

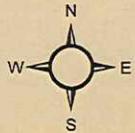
H. Bruce Allgood Rezone

R-1-10 to R-1-6

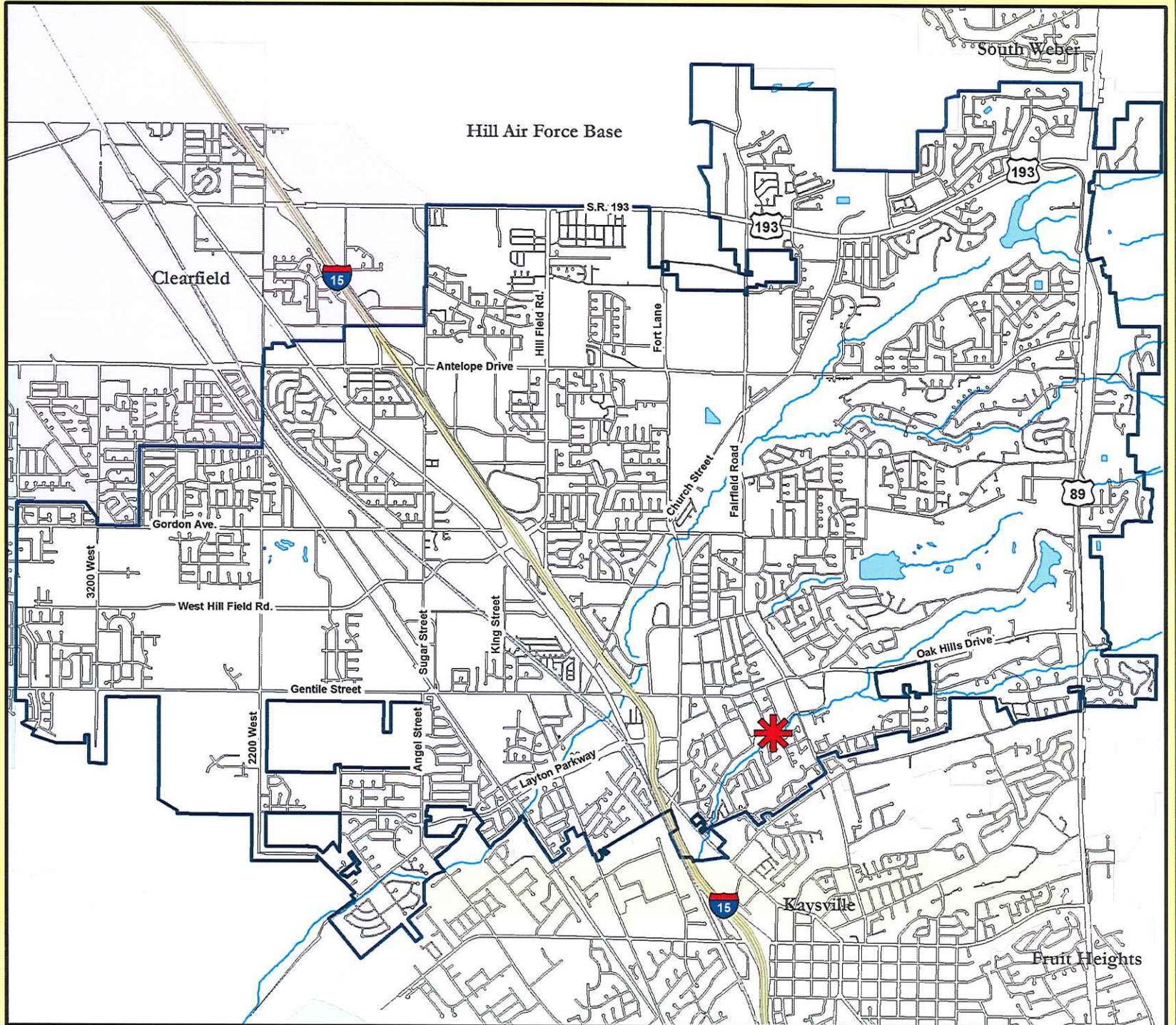
LEGEND

-  Rail Lines
-  Interstate 15
-  Layton City Boundary
-  Rights of Way
-  Lakes
-  Streams

 Rezone Area

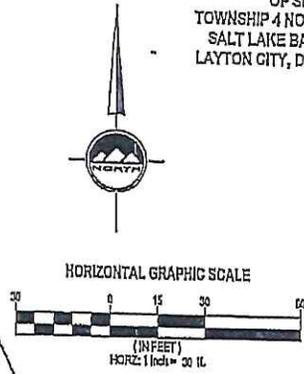
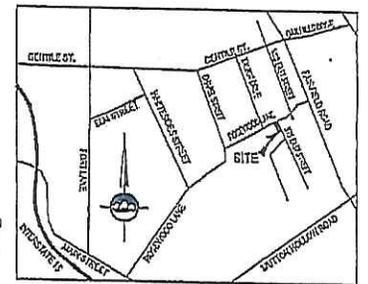


1 inch = 4,250 feet



HOLMES CREEK ESTATES SUBDIVISION Lot 102 Record

AMENDING LOT 34, HOLMES CREEK ESTATES SUBDIVISION,
AND PART OF LOT 1, WILLOW WOOD SUBDIVISION NO. 1,
LOCATED IN THE NORTHWEST QUARTER
OF SECTION 27
TOWNSHIP 4 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
LAYTON CITY, DAVIS COUNTY, UTAH



INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH
County of Davis
I, _____, of the County of _____, State of Utah, do hereby certify that _____, of the County of _____, State of Utah, personally appeared before me, a Notary Public, and acknowledged to me that they signed the same freely and voluntarily for the purposes herein stated.

COMMISSION EXPIRES: _____

NOTARY PUBLIC _____ RESIDING IN _____ COUNTY.

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
County of Davis
I, _____, of the County of _____, State of Utah, do hereby certify that _____, of the County of _____, State of Utah, personally appeared before me, a Notary Public, and acknowledged to me that they signed the same freely and voluntarily for the purposes herein stated and in behalf of the Corporation by authority of a resolution of its Board of Directors for the purposes herein mentioned and acknowledged to me that said resolution executed the same.

COMMISSION EXPIRES: _____

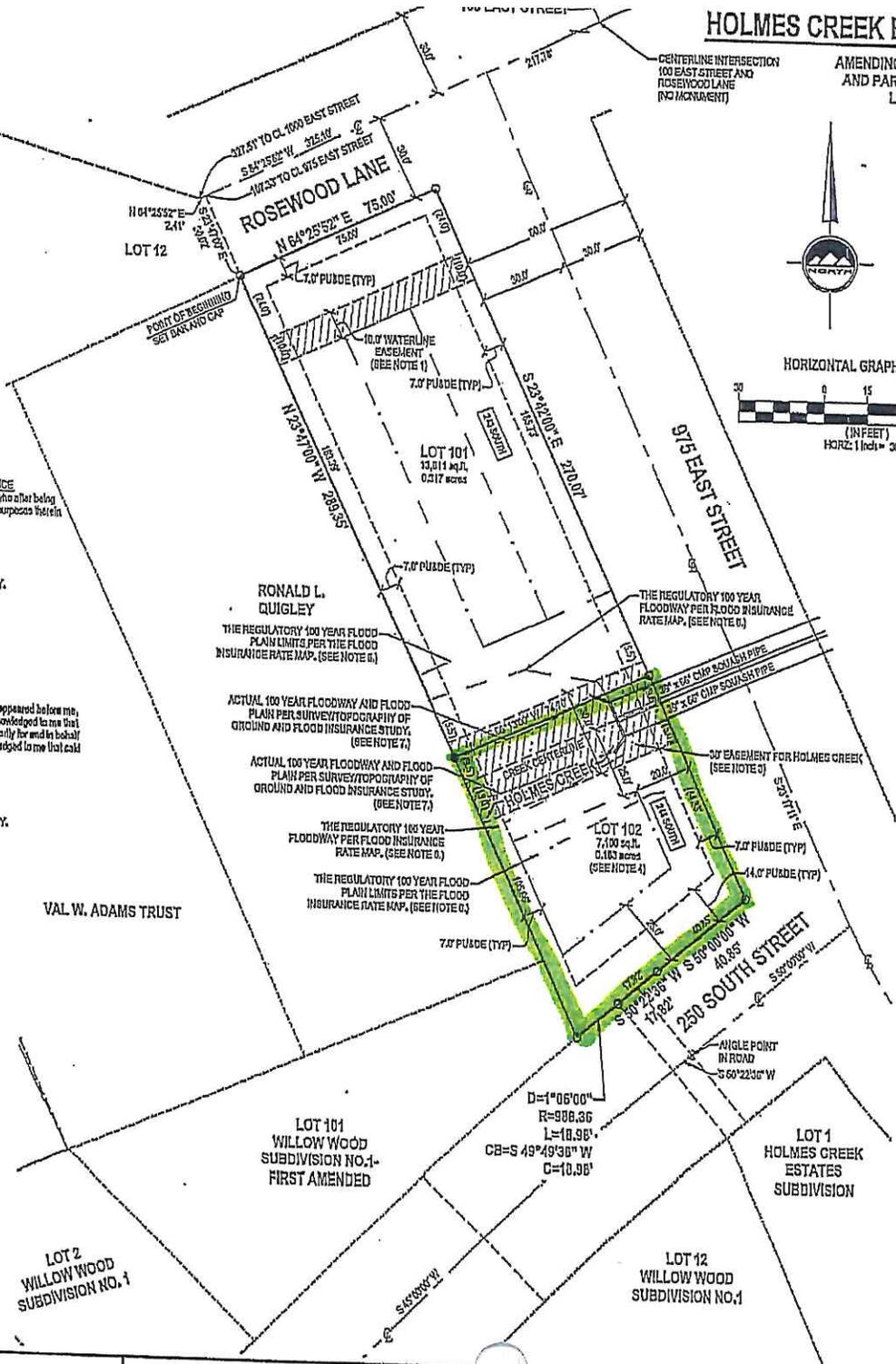
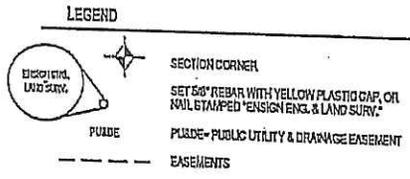
NOTARY PUBLIC _____ RESIDING IN _____ COUNTY.

GENERAL NOTES:

- THE ORIGINAL PLAT OF HOLMES CREEK ESTATES SUBDIVISION SHOWS A 10' WATERLINE EASEMENT IN THIS LOCATION. NO DIMENSIONS ARE GIVEN. PLACEMENT OF THIS EASEMENT AND DIMENSIONS SHOWN ARE SCALED FROM THE ORIGINAL RECORDED PLAT OF THE HOLMES CREEK ESTATES SUBDIVISION.
- ALL PUBLIC UTILITY AND DRAINAGE EASEMENTS (P.U. & D.E.) ARE DIMENSIONED HEREON.
- THE ORIGINAL PLAT OF HOLMES CREEK ESTATES SUBDIVISION SHOWS A 30 FOOT EASEMENT FOR HOLMES CREEK BUT NO DIMENSIONS ARE GIVEN. DIMENSIONS SHOWN ON THIS PLAT ARE BASED UPON ESTABLISHING THE CENTERLINE OF HOLMES CREEK BY A FIELD SURVEY AND CREATING THE EASEMENT 15 FEET ON EITHER SIDE OF THE CENTERLINE ESTABLISHED.
- LOT 102 IS A RESTRICTED LOT DUE TO HOLMES CREEK. A PERMIT FROM DAVIS COUNTY FLOOD CONTROL FOR CONSTRUCTION ALONG THE CHANNEL IS REQUIRED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FROM LAYTON CITY CORPORATION FOR THIS LOT.
- LOT 101 IS IN THE R-1-10 ZONE WITH A 25 FOOT FRONT AND REAR YARD SET BACK AND A 8 FOOT AND 20 FOOT (ROAD SIDE) SIDE YARD SET BACK. HOWEVER THE SIDE YARD SET BACKS ARE MORE RESTRICTIVE DUE TO THE CURRENT EASEMENT FOR A WATERLINE ON THE NORTH AND THE 100 YEAR FLOOD PLAIN LINE AT HOLMES CREEK ON THE SOUTH. LOT 102 IS IN THE R-1-6 ZONE WITH A 25 FOOT FRONT AND REAR YARD SET BACK AND A 7 FOOT AND 20 FOOT (ROAD SIDE) SIDE YARD SET BACKS.
- THE REGULATORY 100 YEAR FLOOD PLAIN LINES AND FLOODWAY LINES SHOWN HEREON WERE TAKEN FROM THE FLOOD INSURANCE RATE MAP DATED EFFECTIVE DATE 11/20/17, PANEL NO. 40110027E. THE ACTUAL 100 YEAR FLOOD PLAIN AND FLOODWAY LINES ARE TAKEN FROM THE SURVEY/TOPOGRAPHY OF THE GROUND AND FLOOD INSURANCE STUDY, WHICH DETERMINES THAT THE 100 YEAR FLOOD IS ENTIRELY CONTAINED WITHIN THE EXISTING BANKS OF HOLMES CREEK.
- CONSTRUCTION OF A HOME ON LOT 102 MAY REQUIRE A LETTER OF MAP AMENDMENT TO ALLOW FOR CONSTRUCTION WITHIN THE FLOOD PLAIN DEFINED ON THE FLOOD INSURANCE RATE MAP REFERRED TO IN ITEM NO. 6 ABOVE. NO BUILDINGS WILL BE ALLOWED WITHIN THE ACTUAL FLOODWAY AS DETERMINED BY THE SURVEY/TOPOGRAPHY OF THE GROUND OR THE FLOOD INSURANCE STUDY.
- THERE IS AN EXISTING HOME ON LOT 101 AT THE TIME OF THIS AMENDMENT. THIS AMENDED PLAT IS TO CREATE AN ADDITIONAL LOT (LOT 102) FOR ANOTHER HOME.

UTILITY NOTE:

UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.



DEVELOPER
BRUCE ALLGOOD
1792 SOUTH 1175 EAST
BOUNTIFUL, UTAH 84010
801-707-9057

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

Item Number: 6.D.

Subject:

Development Agreement and Rezone Request – DeWaal/Smoot – R-1-8 (Single-Family Residential) to R-M1 (Low/Medium Density Residential) – Resolution 16-32 and Ordinance 16-20 – Approximately 333 South Fort Lane

Background:

The property proposed for rezone contains .69 acres located on the east side of Fort Lane at approximately 333 South. The rezone area is just south of the intersection of Layton Parkway and Fort Lane. The rezone area is surrounded by R-1-8 and R-M1 zoning (Twin Tree Apartments) to the north, R-1-8 zoning to the east and to the south, and MU (Mixed-Use) zoning to the west.

The rezone request is accompanied by a development agreement that requires the owner/developer of the property to meet certain design standards for the construction of proposed townhome units.

Alternatives:

Alternatives to the First Motion: Alternatives are to 1) Adopt Resolution 16-32 approving the Development Agreement; 2) Adopt Resolution 16-32 approving the Development Agreement with modifications; or 3) Not adopt Resolution 16-32 denying the Development Agreement.

Alternatives to the Second Motion: Alternatives are to 1) Adopt Ordinance 16-20 approving the rezone request from R-1-8 to R-M1 subject to the approval of the Development Agreement; or 2) Not adopt Ordinance 16-20 denying the rezone request from R-1-8 to R-M1.

Recommendation:

The Planning Commission recommends the Council adopt Resolution 16-32 approving the Development Agreement and adopt Ordinance 16-20 approving the rezone request from R-1-8 to R-M1. This recommendation is based on the notion that the R-M1 zoning, and associated townhomes, will provide an appropriate land use and density transition from Fort Lane to the single family residential east of the subject property.

Staff supports the recommendation of the Planning Commission.

RESOLUTION 16-32

ADOPTING AN AGREEMENT FOR THE DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND LEGRAND WILLIAM DEWAAL.

WHEREAS, Owner, (hereinafter individually referred to as an "Owner") Legrand William DeWaal is developing certain property located at approximately 333 South Fort Lane ("Subject Area") in Layton City; and

WHEREAS, Owner and Layton City have entered into an agreement setting forth the responsibilities of both parties relative to various aspects of the development of the Subject Area to accommodate development with appropriate land uses, landscaping and architectural design to enhance the general area; and

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

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

1. The agreement entitled "Agreement for the Development of Land between Layton City and Legrand William DeWaal" is hereby adopted and approved.

2. The Mayor is authorized to execute the Agreement, which is attached hereto and incorporated herein by this reference.

PASSED AND ADOPTED by the City Council of Layton, Utah, this _____ day of _____, 2016.

ATTEST:

By: _____ THIEDA WELLMAN, City Recorder

By: _____ ROBERT J STEVENSON, Mayor

APPROVED AS TO FORM:

By: [Signature]
GARY CRANE, City Attorney

SUBMITTING DEPARTMENT:

By: [Signature]
WILLIAM T. WRIGHT, Director
Community & Economic Development

**AGREEMENT FOR DEVELOPMENT OF LAND
BETWEEN LAYTON CITY AND LEGRAND WILLIAM DEWAAL.**

THIS AGREEMENT for the development of land (herein referred to as this “Agreement”) is made and entered into this ____ day of _____, 2016, between LAYTON CITY, a municipal corporation of the State of Utah (herein referred to as “City”), and LEGRAND WILLIAM DEWAAL (herein referred to as “Owner”), with the City and Owner collectively referred to as the “Parties” and separately as “Party”.

RECITALS

WHEREAS, in furtherance of the objectives of the Layton City General Plan, City has approved an application for a zone change from R-1-8 (Single Family Residential) to R-M1 (Low/Medium Density Residential), of certain property located at approximately 333 South Fort Lane in Layton City, (hereinafter the “Subject Area”); and

WHEREAS, the Subject Area consists of approximately 0.69 acres and is depicted on Exhibit “A” attached hereto (hereinafter “Exhibit A”); and

WHEREAS, Owner is the owner of the above described property and has presented a proposal for development of the Subject Area to the City, which provides for development in a manner consistent with Layton City’s General Plan; and

WHEREAS, Parties desire to enter into this Agreement to provide for the development of the Subject Area, in a manner consistent with the City’s General Plan and the intent reflected in that Plan; and

WHEREAS, City has granted R-M1 zoning approval on the Subject Area, subject to Owner agreeing to certain limitations and undertakings described herein, which Agreement will provide protection to surrounding property values and will enable the City Council to consider the approval of such development at this time; and

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

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

**ARTICLE 1
DEFINITIONS**

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

- 1.1 “Owner’s Property” shall mean that property owned by LEGRAND WILLIAM DEWAAL
- 1.2 “City” shall mean Layton City, a body corporate and politic of the State of Utah. The principal office of City is located at 437 North Wasatch Drive, Layton, Utah, 84041.
- 1.3 “Owner” shall mean LEGRAND WILLIAM DEWAAL. The principal office for Owner is 1110 E. Eaglewood Drive, North Salt Lake, Utah 84054.
- 1.4 “Owner’s Undertakings” shall have the meaning set forth in Article IV.

- 1.5 “Subject Area” shall have the meaning set forth in the Recitals hereto.
- 1.6 “Exhibit A” shall mean the map depicting the location of the Subject Area.
- 1.7 “Exhibit B” shall mean architectural example of the proposed townhomes on the Subject Area.

**ARTICLE II
CONDITIONS PRECEDENT**

- 2.1 This Agreement shall not take effect until City has approved this Agreement pursuant to a resolution of the Layton City Council.
- 2.2 Owner agrees to restrict the uses permitted under an R-M1 zoning designation, to those listed herein.

**ARTICLE III
CITY’S UNDERTAKINGS**

- 3.1 Subject to the satisfaction of the conditions set forth in Article IV, City shall grant final site plan approval of the Subject Area. This approval shall occur upon finding by the Planning Commission that it is in the best interest of the health, safety and welfare of the citizens of Layton City to grant such an approval at that time.

**ARTICLE IV
OWNER’S UNDERTAKINGS**

Conditional upon City’s performance of its undertakings set forth in Article III with regard to site plan approval of the Subject Property and provided Owner has not terminated this Agreement pursuant to Section 7.8, Owner agrees to the following:

- 4.1 Development on the property shall be limited to the following uses, which shall be properly approved as required under Layton City’s Ordinance; specifically, permitted uses allowed under the R-M1 zoning designation.
- 4.2 Owner agrees to provide thirty percent (30%) landscaping within the Subject Area.
- 4.3 Owner agrees to install a minimum of a solid vinyl fence with a solid earth tone color along the north, east and south boundaries of the Subject Area.
- 4.4 As part of the site plan review process, Owner shall submit a landscape plan to the City for the entire project, both the open common areas as well as landscape details around the townhome building. This plan must receive approval from the City prior to the issuance of any building permits. The landscape plan is to incorporate a sufficient number of trees along the adjacent residential property lines to enhance the buffer between this development and the adjoining single family development.
- 4.5 The architectural plans, building elevations, and building materials shall be substantially similar to that of the example provided in Exhibit “B”. The following materials shall be used for exterior construction: brick, rock, stucco, and hardy board or timber posts. Vinyl siding will not be allowed.

- 4.5.1 The maximum height for the building is thirty feet (30'). The architectural plans for the townhome building shall be reviewed and approved by the City Staff.
- 4.5.2 Each townhome unit shall include a minimum of an attached, two-car garage.
- 4.6 The total number of dwelling units for the 0.69 acre Subject Area shall not exceed seven (7) units.

**ARTICLE V
GENERAL REQUIREMENTS AND RIGHTS OF CITY**

- 5.1 Issuance of Permits – Owner. Owner, or its assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Owner's Undertakings and shall make application for such permits directly to the Layton City Community and Economic Development Department and other appropriate departments and agencies having authority to issue such permits in connection with the performance of Owner's Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.
- 5.2 Completion Date. The Owner shall, in good faith, diligently pursue completion of the development.
- 5.3 Access to the Subject Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Owner and its contractor, representatives of City shall have the right to access the Subject Area without charges or fees during the period of performance of Owner's Undertakings. City shall indemnify, defend and hold Owner harmless from and against all liability, loss, damage, costs or expenses (including attorney's fees and court costs) arising from or as a result of the death of a person or any accident, injury, loss or damage caused to any person, property or improvements on the Subject Area arising from the negligence or omissions of City, or its agents or employees, in connection with City's exercise of its rights granted herein.

**ARTILCE VI
REMEDIES**

- 6.1 Remedies for Breach. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within said thirty (30) day period, the party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:
 - 6.1.1 Cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; or

- 6.1.2 Owner agrees not to contest the reversion of the zoning by the City Council to the previous zoning on the property, and hereby holds the City harmless for such reversion of the zoning from R-M1 to R-1-8.
- 6.2 Enforced Delay Beyond Parties' Control. For the purpose of any other provisions of this Agreement, neither City nor Owner, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.
- 6.3 Extensions. Either Party may extend, in writing, the time for the other Party's performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however that any such extension or permissive curing of any particular default shall not eliminate any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.
- 6.4 Rights of Owner. In the event of a default by Owner's assignee, Owner may elect, in its discretion, to cure the default of such assignee; provided, Owner's cure period shall be extended by thirty (30) days.
- 6.5 Appeals. If the Owner desires to appeal a determination made hereunder by Staff, said appeals shall be to the Planning Commission, whose decision shall be final. If the appeal is regarding the interpretation of this Agreement, the appeal shall be to the City Council with a recommendation from the Planning Commission and Staff.

ARTICLE VII GENERAL PROVISIONS

- 7.1 Successors and Assigns of Owner. This Agreement shall be binding upon Owner and its successors and assigns, and where the term "Owner" is used in this Agreement it shall mean and include the successors and assigns of Owner, except that City shall have no obligation under this Agreement to any successor or assign of Owner not approved by City. Notwithstanding the foregoing, City shall not unreasonably withhold or delay its consent to any assignment or change in ownership (successor or assign of Owner) of the Subject Area. Upon approval of any assignment by City, or in the event Owner assigns all or part of this Agreement to an assignee, Owner shall be relieved from further obligation under that portion of the Agreement for which the assignment was made and approved by City.
- 7.2 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if

delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail, if mailed. The initial addresses of the Parties shall be:

To Owner: LEGRAND WILLIAM DEWAAL
1110 East Eaglewood Drive
North Salt Lake, Utah 84054
801.910.0594 (C)

To City: LAYTON CITY CORPORATION
437 North Wasatch Drive
Layton, Utah 84041
Attention: Alex R. Jensen, City Manager
801.336.3800 (O)
801.336-3811 (F)

Upon at least ten (10) days prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of America.

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

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

7.8.2 With regard to City’s Undertakings, performance by City of City’s Undertakings as set forth herein.

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

7.9 Recordation. This Agreement shall be recorded upon approval and execution of this agreement by the Owner(s), whose property is affected by the recording and the City.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

LAYTON CITY CORPORATION

By: _____
ROBERT J STEVENSON, Mayor

ATTEST:

By: _____
THEIDA WELLMAN, City Recorder

Signed By

LEGRAND WILLIAM DEWAAL

Subscribed and sworn to me this _____ day of _____, 2016.

Notary Public

My Commission Expires

APPROVED AS TO FORM:

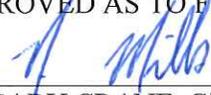
By: 
FC12 GARY CRANE, City Attorney

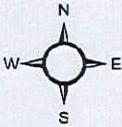
EXHIBIT A

EXHIBIT "A"

DeWaal
Development
Agreement

333 South Fort Lane
.69 Acres

-  Layton City Boundary
-  Highways
-  Interstate 15
-  Streams
-  Lakes
-  Rezone Areas



1 inch = 125 feet

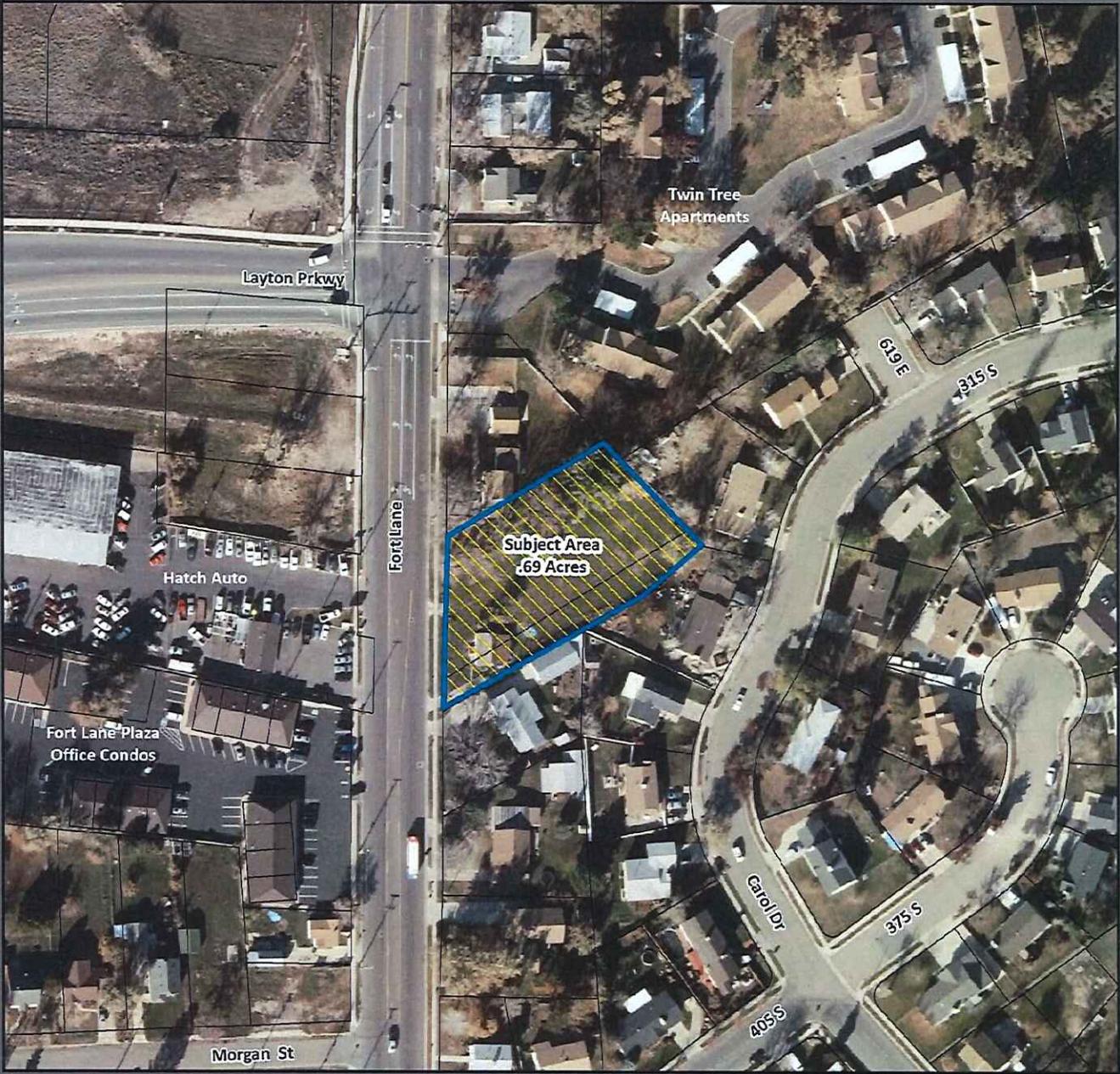
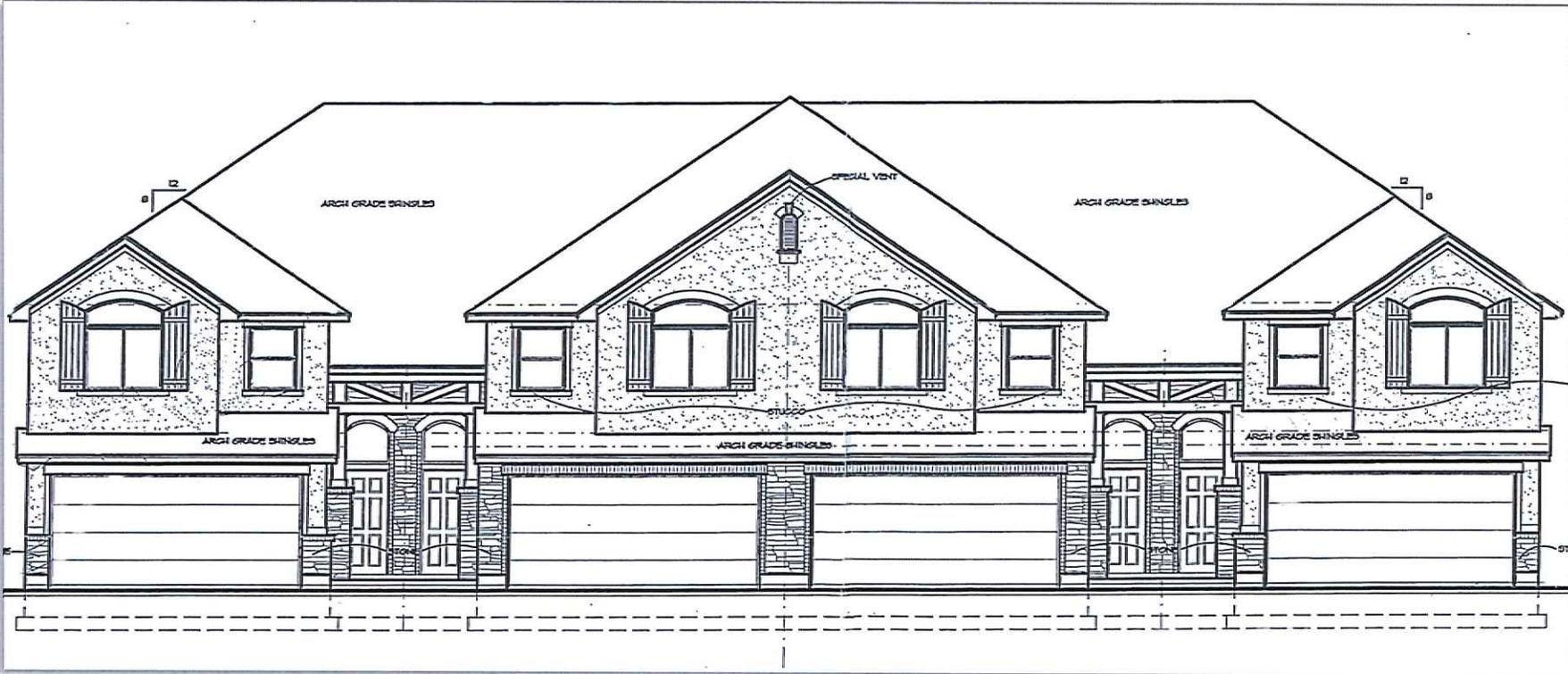


EXHIBIT B



ORDINANCE 16-20
(DeWaal Rezone)

AN ORDINANCE AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING CLASSIFICATION OF THE HEREINAFTER DESCRIBED PROPERTY, LOCATED AT APPROXIMATELY 333 SOUTH FORT LANE FROM R-1-8 (SINGLE FAMILY RESIDENTIAL) TO R-M1 (LOW/MEDIUM DENSITY 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 R-1-8 to R-M1 be approved; and

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

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

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

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 R-1-8 (Single Family Residential) to R-M1 (Low/Medium Density Residential).

BEGINNING ON EAST LINE OF STREET 475.2 FT E & N 0°14' E 960.3 FT ALONG THE EAST LINE OF SAID STREET FROM THE SOUTHWEST COR OF NE 1/4 OF SECTION 28-T4N-R1W, SLM: TH S 0°14' W 135.7 FT ALG SD STR; TH N 58° E 292.7 FT, M/L, TO THE NE'LY LINE OF OLD BAMBERGER R/W; TH N 43°14' W 117.0 FT, M/L, ALG SD R/W TO A PT N 59° E OF POB; TH S 59° W 197.5 FT, M/L, TO THE POINT OF BEGINNING.

CONTAINS 0.69 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 _____, 2016.

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



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

STAFF REPORT

TO: City Council

FROM: Peter Matson, AICP - City Planner

DATE: June 2, 2016

RE: Development Agreement and Rezone Request – DeWaal/Smoot - R-1-8 to R-M1 – Resolution 16-32 and Ordinance 16-20

LOCATION: Approximately 333 South Fort Lane

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

CURRENT MINIMUM LOT SIZE: 8,000 square feet

PROPOSED ZONING: R-M1 (Low/Medium Density Residential)

PROPOSED MINIMUM LOT SIZE: 8,000 square feet

DESCRIPTION OF REZONE AREA

The property proposed for rezone contains .69 acres located on the east side of Fort Lane at approximately 333 South. The rezone area is just south of the intersection of Layton Parkway and Fort Lane. The rezone area is surrounded by R-1-8 and R-M1 zoning (Twin Tree Apartments) to the north, R-1-8 zoning to the east and to the south, and MU (Mixed-Use) zoning to the west.

The rezone request is accompanied by a development agreement that requires the developer of the property to meet certain design standards for the construction of proposed townhome units.

BACKGROUND INFORMATION AND STAFF REVIEW

The applicant for the rezone is Scott Smoot representing Legrand Dewaal, owner of the .69-acre (30,056 square feet) rezone area. The proposed R-M1 zoning represents the applicant's desire to construct a six-plex townhome building on the property. Based on the potential need for an on-site turn-around for fire protection, the applicant may look at an alternative design that includes a 3-plex

townhome building and a 4-plex townhome building. This configuration may better accommodate a turn-around on the site by placing it between the two buildings rather than a turn-around at the back (east) end of the property.

Fort Lane is a major north/south arterial street through the City. The segment between Gentile Street and south Main Street is characterized by a combination of commercial and mixed use zoning on the west side and a combination of multi-family and single family residential on the east side. The home on the property was built in 1935 and needs considerable work to establish a viable street presence and is therefore proposed to be removed from the site.

The Zoning Ordinance indicates that the R-M1 zoning district is intended to provide areas for multi-family attached dwellings at low and medium densities. This zoning district is to be located adjacent to arterial streets. The General Plan recommends for the interior neighborhoods of the area to the east of the site to develop as single family residential at 3-6 dwelling units per acre. However, the subject property is located along the edge of the neighborhood, along an arterial street, and adjacent to multi-family zoning. The Land Use Element of the General Plan also indicates that medium density residential projects can be effective buffers or transitions from the busy street to the interior single family neighborhoods.

The attached development agreement stipulates no more than seven units are to be constructed on the property. The site is to develop with a minimum of 30% landscaping with specific guidelines for landscaping around the townhome building and an enhanced landscaping along property line adjacent to the single family residential. The agreement also calls for a solid vinyl fence (solid earth tone color) along the north, east and south property lines. Architectural guidelines call for masonry building materials including brick, rock, stucco and hardy board (no vinyl siding). The maximum height of the townhome building is 30 feet and each unit shall include a minimum of an attached two-car garage.

If the zoning is approved, detailed site and landscaping plans will be submitted for site plan review and approval. This will ensure the number of dwelling units does not exceed seven and that the appropriate landscape buffers, setbacks, street improvements and utilities are provided. Design elements will be carefully considered for the units to ensure the townhomes will provide a pleasant street presence on Fort Lane.

STAFF RECOMMENDATION

Staff recommends the Council adopt Resolution 16-32 approving the Development Agreement and adopt Ordinance 16-20 approving the rezone request from R-1-8 to R-M1. This recommendation is based on the notion that the R-M1 zoning, and associated townhomes, will provide an appropriate land use and density transition from Fort Lane to the single family residential east of the subject property.

Engineering MA Planning PM Fire OB

PLANNING COMMISSION PROCEEDINGS AND RECOMEMDATION

The Planning Commission reviewed this development agreement and rezone request on May 10, 2016. There was some discussion with the applicant regarding the details of the Development Agreement. There were no comments from the public.

The Planning Commission unanimously recommended the Council adopt Resolution 16-32 approving the Development Agreement and adopt Ordinance 16-20 approving the rezone from R-1-8 to R-M1. This recommendation is based on the notion that the R-M1 zoning, and associated townhomes, will provide an appropriate land use and density transition from Fort Lane to the single family residential east of the subject property.



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: Lagrand DeWaal; billydewaal@gmail.com
Scott Smoot; sds smoot2@gmail.com

CC: Fire Department/Community Planning and Development Department

FROM: Shannon Hansen, Assistant City Engineer - Development

DATE: April 20, 2016

SUBJECT: Smoot Rezone
333 South Fort Lane

I have reviewed the Petition for Amending the Zoning Ordinance for a portion of ground containing approximately 0.69 acres at 333 South Fort Lane. The applicant is requesting a zoning change from R-1-8 to R-M1 for increased density. The Engineering Department has the following comments regarding the approval of the rezone.

1. The legal description included in the request has a failure to close of 3.42'.
2. There is a gap between this parcel and the parcels to the south (11-062-0047 and Country Meadows Subdivision).

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

Street – Fort Lane has existing curb/gutter and sidewalk. There are two existing drive approaches to the property. Any changes to the approaches will need to be addressed in the site plan/construction drawings.

Water – There is an existing 8" waterline near the center of Fort Lane. Based on our water model, the existing fire flow is 5,600 gpm. The Fire Marshall will determine the required fire flow and any fire protection requirements.

Sanitary Sewer – There is an 8" sewer line on the east side of Fort Lane.

Storm Drain – There is an 18" storm drain along the east side of Fort Lane. 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.

Land Drain – A land drain system will need to be included to service the foundation drain for all homes (see municipal code 18.40.020). The proposal of homes on-grade will not eliminate the need to the land drain system. The land drain will need to connect to the storm drain system at a location where the rim elevation of the manhole is lower than the finished floor elevation.

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

Irrigation – Any irrigation ditches will need to be piped and any changes will need to be approved by the ditch master.

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. The exact amount of water to be dedicated to Layton City will be determined in the final phase of development.

Memorandum

To: Lagrand William Dewaal, Scott Smoot
CC: Community Development, Fire, & Engineering
From: JoEllen Grandy, Parks Planner – Parks & Recreation
Date: April 18, 2016
Re: Smoot Rezone, Rezone – 333 South Fort Lane

The property located at 333 South Fort Lane (Tax ID# 11-062-0018) is within the service area of Chapel Street Park. The applicant's proposed rezone from R-1-8 to R-M1 would not impact the Parks & Recreation Department.

The Parks & Recreation Department has no comments or concerns regarding the approval of the rezone.

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.





Community • Prosperity • Choice

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

• Fire Department •
Kevin C. 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: Christy Wixom

FROM: Douglas K. Bitton, Fire Prevention Specialist

RE: Smoot Rezone @ 333 South Fort Lane

CC: 1) Engineering
2) Legrand William Dewaal, billydewaal@gmail.com
3) Scott Smoot, sdsmoot2@gmail.com

DATE: April 21, 2016

I have reviewed the petition for amending the zoning ordinance, changing zoning from R1-8 to R-M1 and the exhibits of potential structures to be built on this property. 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\Smoot RZ S16-068:kn
Plan # S16-068, District # 31
Project Tracker #LAY 1604071608



CITY COUNCIL MEETING

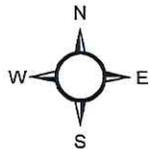
DeWaal/Smoot Rezone

R-1-8 to R-M1

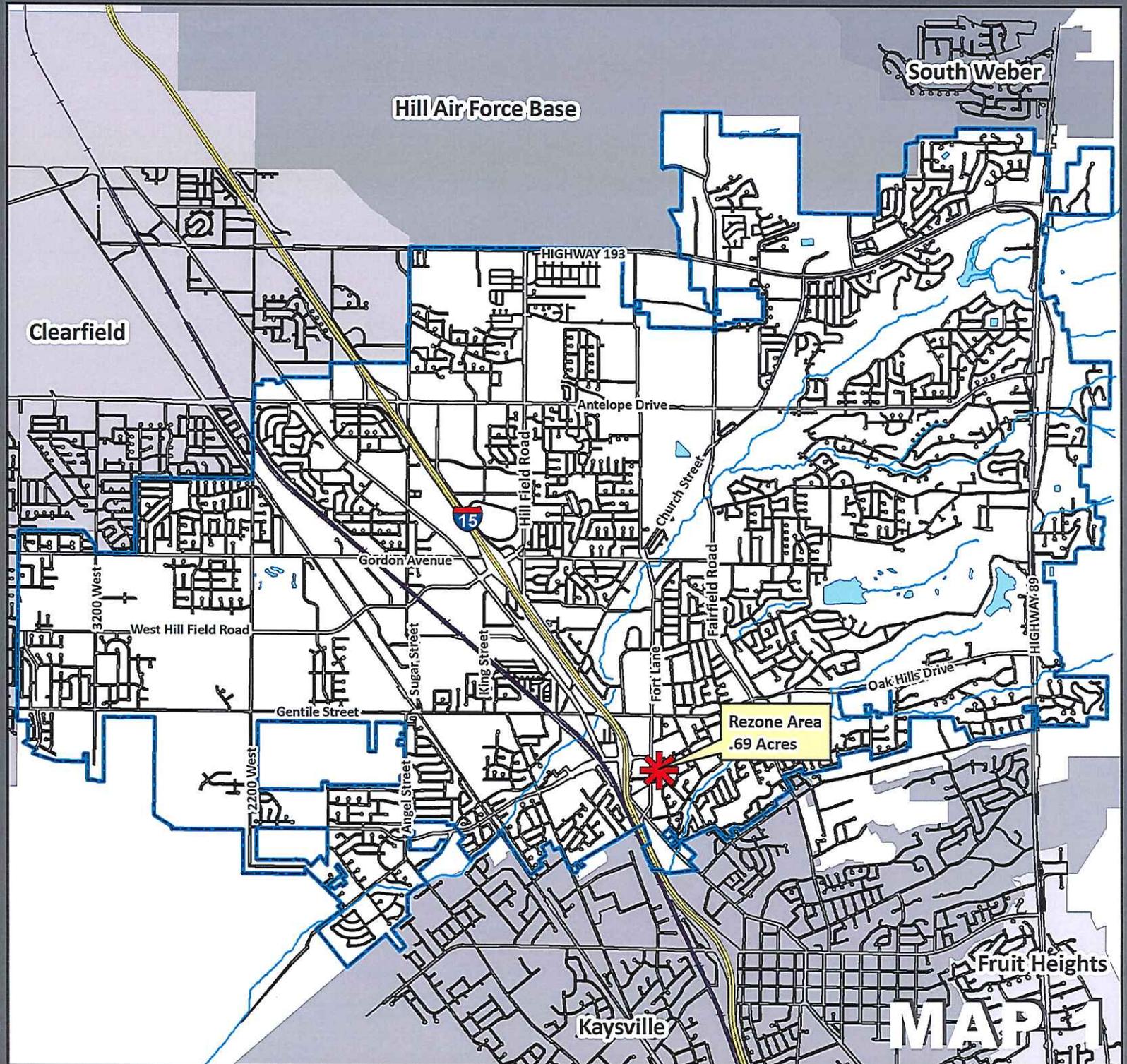
333 South Fort Lane

.69 Acres

-  City Boundary
-  Interstate 15
-  Highways
-  Rail Lines
-  Lakes
-  Streams
-  Rezone Area



1 inch = 4,433 feet



MAP

CITY COUNCIL MEETING

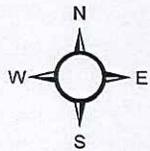
DeWaal/Smoot Rezone

R-1-8 to R-M1

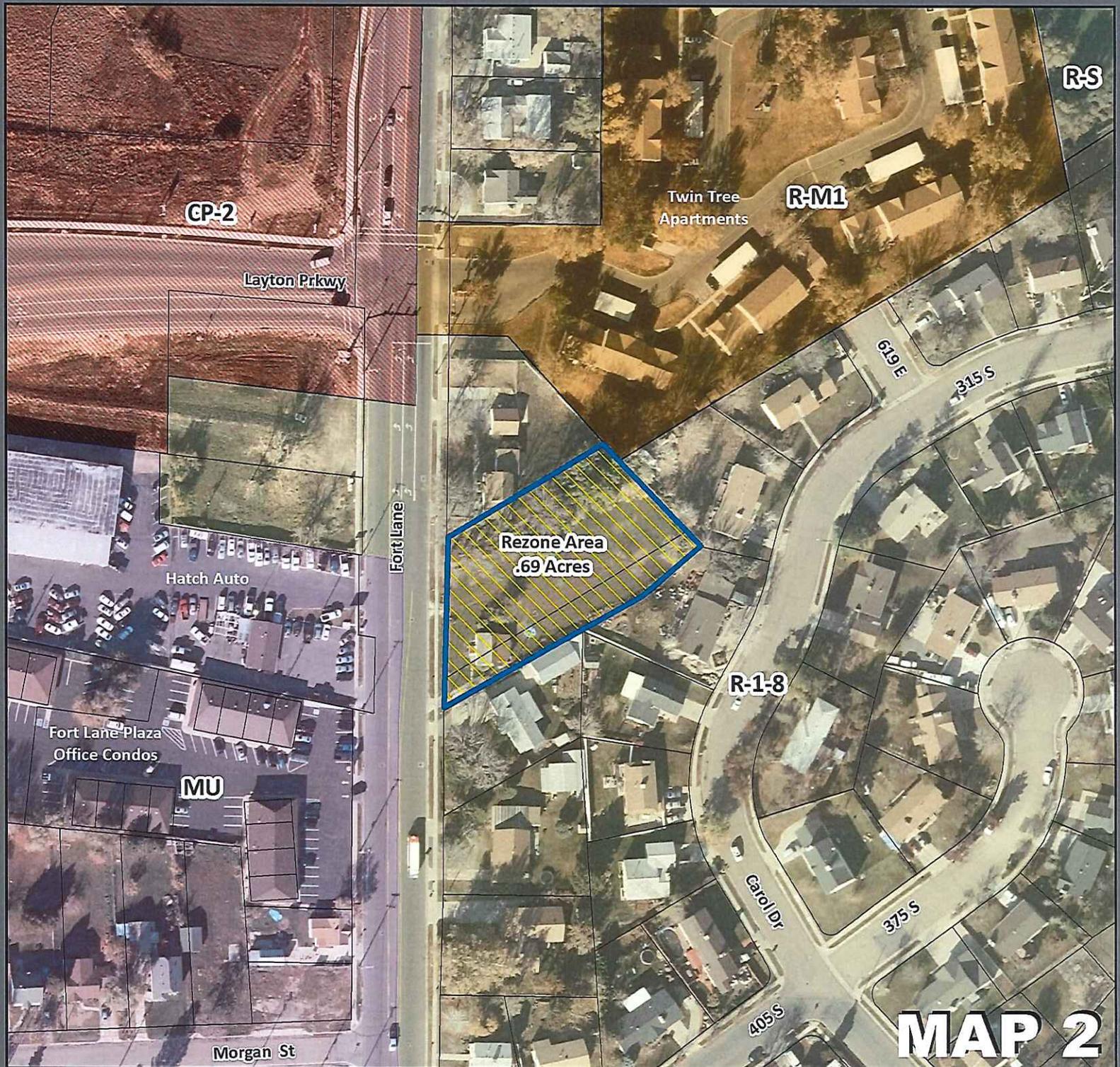
333 South Fort Lane

.69 Acres

-  Layton City Boundary
-  Highways
-  Interstate 15
-  Streams
-  Lakes
-  Rezone Areas



1 inch = 125 feet



MAP 2

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

Item Number: 6.E.

Subject:

Development Agreement and Rezone Request – Sumner G Margetts & Company, Inc./MZ Enterprises – R-S (Residential-Suburban) to R-1-6 (Single Family Residential) – Resolution 16-38 and Ordinance 16-19 – 191 East Phillips Street

Background:

The property proposed for rezone includes 2.31 acres located on the north side of Phillips Street at 191 East. The rezone area is across the street and north of the Camping World of Kaysville (former Blaine Jensen RV facility). The boundary between Layton City and Kaysville City in this area is the centerline of Phillips Street. The rezone area is surrounded by R-S and R-1-8 zoning to the north, R-1-8 and R-1-6 zoning to the east, Kaysville City (Camping World) to the south, and R-S, R-1-8 and R-1-6 zoning to the west.

Based on the history and general concern regarding the potential density associated with the proposed R-1-6 zoning, Staff has prepared a simple development agreement that limits the number of lots that can be developed on the property to seven. The agreement also addresses required Phillips Street improvements and the required public street connection through the rezone area from Phillips Street to 975 South. The required on-site detention basin, together with landscaping and maintenance requirements are also addressed. Although the Planning Commission did not review this Development Agreement, the requirements in the Agreement address issues that were discussed during the public hearing.

Alternatives:

Alternatives to the First Motion: Alternatives are to 1) Adopt Resolution 16-38 approving the Development Agreement; 2) Adopt Resolution 16-38 approving the Development Agreement with modifications; or 3) Not adopt Resolution 16-38 denying the Development Agreement.

Alternatives to the Second Motion: Alternatives are to 1) Adopt Ordinance 16-19 approving the rezone request from R-S to R-1-6 based on consistency with General Plan land use and density recommendations for this area of the City; or 2) Not adopt Ordinance 16-19 denying the rezone request.

Recommendation:

Staff recommends the Council adopt Resolution 16-38 approving the Development Agreement.

The Planning Commission recommends the Council adopt Ordinance 16-19 approving the rezone request from R-S to R-1-6 based on consistency with General Plan land use and density recommendations for this area of the City.

Staff supports the recommendation of the Planning Commission.

RESOLUTION 16-38

**ADOPTING AN AGREEMENT FOR THE DEVELOPMENT OF LAND
BETWEEN LAYTON CITY AND SUMNER G MARGETTS & COMPANY INC.**

WHEREAS, Owner Sumner G Margetts & Company Inc. is developing certain property located at approximately 191 East Phillips Street ("Subject Area") in Layton City; and

WHEREAS, Owner and Layton City have entered into an agreement setting forth the responsibilities of both parties relative to various aspects of the development of the Subject Area to accommodate development of a single family residential subdivision with appropriate density and appropriate utility improvements to enhance the general area; and

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

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

1. The agreement entitled "Agreement for the Development of Land between Layton City and Sumner G Margetts & Company Inc." is hereby adopted and approved.

2. The Mayor is authorized to execute the Agreement, which is attached hereto and incorporated herein by this reference.

PASSED AND ADOPTED by the City Council of Layton, Utah, this _____ day of _____, 2016.

ATTEST:

By: _____
THIEDA WELLMAN, City Recorder

By: _____
ROBERT J STEVENSON, Mayor

APPROVED AS TO FORM:

By:  _____
For GARY CRANE, City Attorney

SUBMITTING DEPARTMENT:

By:  _____
WILLIAM T. WRIGHT, Director
Community & Economic Development

**AGREEMENT FOR DEVELOPMENT OF LAND
BETWEEN LAYTON CITY AND SUMNER G MARGETTS & COMPANY INC.**

THIS AGREEMENT for the development of land (herein referred to as this “Agreement”) is made and entered into this ____ day of _____, 2016, between LAYTON CITY, a municipal corporation of the State of Utah (herein referred to as “City”), and SUMNER G MARGETTS & COMPANY INC. (herein referred to as “Owner”), with the City and Owner collectively referred to as the “Parties” and separately as “Party”.

RECITALS

WHEREAS, in furtherance of the objectives of the Layton City General Plan, City has approved an application for a zone change from R-S (Residential Suburban) to R-1-6 (Single Family Residential), of certain property located at approximately 191 East Phillips Street in Layton City, (hereinafter the “Subject Area”); and

WHEREAS, the Subject Area consists of approximately 2.31 acres and is depicted on Exhibit “A” attached hereto (hereinafter “Exhibit A”); and

WHEREAS, Owner is the owner of the above described property and has presented a proposal for development of the Subject Area to the City, which provides for development in a manner consistent with Layton City’s General Plan; and

WHEREAS, Parties desire to enter into this Agreement to provide for the development of the Subject Area, in a manner consistent with the City’s General Plan and the intent reflected in that Plan; and

WHEREAS, City has granted R-1-6 zoning approval on the Subject Area, subject to Owner agreeing to certain limitations and undertakings described herein, which Agreement will provide protection to surrounding property values and will enable the City Council to consider the approval of such development at this time; and

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

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

**ARTICLE 1
DEFINITIONS**

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

- 1.1 “Owner’s Property” shall mean that property owned by SUMNER G MARGETTS & COMPANY INC.
- 1.2 “City” shall mean Layton City, a body corporate and politic of the State of Utah. The principal office of City is located at 437 North Wasatch Drive, Layton, Utah, 84041.
- 1.3 “Owner” shall mean SUMNER G MARGETTS & COMPANY INC. The principal office for Owner is 2498 Michigan Avenue, Salt Lake City, Utah 84108.
- 1.4 “Owner’s Undertakings” shall have the meaning set forth in Article IV.

- 1.5 “Subject Area” shall have the meaning set forth in the Recitals hereto.
- 1.6 “Exhibit A” shall mean the map depicting the location of the Subject Area.

**ARTICLE II
CONDITIONS PRECEDENT**

- 2.1 This Agreement shall not take effect until City has approved this Agreement pursuant to a resolution of the Layton City Council.
- 2.2 Owner agrees to restrict the uses permitted under an R-1-6 zoning designation, to those listed herein.

**ARTICLE III
CITY’S UNDERTAKINGS**

- 3.1 Subject to the satisfaction of the conditions set forth in Article IV, City shall grant final subdivision plat approval of the Subject Area. This approval shall occur upon finding by the Planning Commission and City Council that it is in the best interest of the health, safety and welfare of the citizens of Layton City to grant such an approval at that time.

**ARTICLE IV
OWNER’S UNDERTAKINGS**

Conditional upon City’s performance of its undertakings set forth in Article III with regard to subdivision plat approval of the Subject Property and provided Owner has not terminated this Agreement pursuant to Section 7.8, Owner agrees to the following:

- 4.1 Development on the Subject Area shall be limited to the following uses, which shall be properly approved as required under Layton City’s Ordinance; specifically, permitted uses allowed under the R-1-6 zoning designation.
- 4.2 Owner agrees to develop a residential subdivision of no more than seven (7) single family residential lots.
- 4.3 With the development of a subdivision on the Subject Area, Owner agrees to complete all Phillips Street improvements including the installation of standard curb, gutter and sidewalk, and the removal of existing drive approaches on Phillips Street.
- 4.4 Development of a single family residential subdivision on the Subject Area will provide for a public street connection from Phillips Street to 975 South as determined in the plat approval by the Planning Commission and City Council. Said street connection to 975 South shall include the removal and replacement of existing curb, gutter and asphalt to create the thru street connection.
- 4.5 With the development of a subdivision on the Subject Area, Owner shall provide for an on-site storm water detention basin to provide detention for a 100 year storm event. Landscaping and maintenance of said detention basin shall be the responsibility of an individual lot owner or by a Home Owners Association (HOA).

**ARTICLE V
GENERAL REQUIREMENTS AND RIGHTS OF CITY**

- 5.1 Issuance of Permits – Owner. Owner, or its assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Owner’s Undertakings and shall make application for such permits directly to the Layton City Community and Economic Development Department and other appropriate departments and agencies having authority to issue such permits in connection with the performance of Owner’s Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.
- 5.2 Completion Date. The Owner shall, in good faith, diligently pursue completion of the development.
- 5.3 Access to the Subject Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Owner and its contractor, representatives of City shall have the right to access the Subject Area without charges or fees during the period of performance of Owner’s Undertakings. City shall indemnify, defend and hold Owner harmless from and against all liability, loss, damage, costs or expenses (including attorney’s fees and court costs) arising from or as a result of the death of a person or any accident, injury, loss or damage caused to any person, property or improvements on the Subject Area arising from the negligence or omissions of City, or its agents or employees, in connection with City’s exercise of its rights granted herein.

**ARTILCE VI
REMEDIES**

- 6.1 Remedies for Breach. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within said thirty (30) day period, the party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:
- 6.1.1 Cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; or
- 6.1.2 Owner agrees not to contest the reversion of the zoning by the City Council to the previous zoning on the property, and hereby holds the City harmless for such reversion of the zoning from R-1-6 to R-S.
- 6.2 Enforced Delay Beyond Parties’ Control. For the purpose of any other provisions of this Agreement, neither City nor Owner, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but

not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

- 6.3 Extensions. Either Party may extend, in writing, the time for the other Party's performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however that any such extension or permissive curing of any particular default shall not eliminate any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.
- 6.4 Rights of Owner. In the event of a default by Owner's assignee, Owner may elect, in its discretion, to cure the default of such assignee; provided, Owner's cure period shall be extended by thirty (30) days.
- 6.5 Appeals. If the Owner desires to appeal a determination made hereunder by Staff, said appeals shall be to the Planning Commission, whose decision shall be final. If the appeal is regarding the interpretation of this Agreement, the appeal shall be to the City Council with a recommendation from the Planning Commission and Staff.

ARTICLE VII GENERAL PROVISIONS

- 7.1 Successors and Assigns of Owner. This Agreement shall be binding upon Owner and its successors and assigns, and where the term "Owner" is used in this Agreement it shall mean and include the successors and assigns of Owner, except that City shall have no obligation under this Agreement to any successor or assign of Owner not approved by City. Notwithstanding the foregoing, City shall not unreasonably withhold or delay its consent to any assignment or change in ownership (successor or assign of Owner) of the Subject Area. Upon approval of any assignment by City, or in the event Owner assigns all or part of this Agreement to an assignee, Owner shall be relieved from further obligation under that portion of the Agreement for which the assignment was made and approved by City.
- 7.2 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail, if mailed. The initial addresses of the Parties shall be:

To Owner: SUMNER G MARGETTS & COMPANY INC.
 2498 Michigan Avenue
 Salt Lake City, Utah 84108
 Attention: Sumner Stewart
 801.560.3420 (C)
 801.583.3330 (O)

To City: LAYTON CITY CORPORATION
437 North Wasatch Drive
Layton, Utah 84041
Attention: Alex R. Jensen, City Manager
801.336.3800 (O)
801.336-3811 (F)

Upon at least ten (10) days prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of America.

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

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

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

- 7.9 Recordation. This Agreement shall be recorded upon approval and execution of this agreement by the Owner(s), whose property is affected by the recording and the City.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

LAYTON CITY CORPORATION

By: _____
ROBERT J STEVENSON, Mayor

ATTEST:

By: _____
THEIDA WELLMAN, City Recorder

Signed By

SUMNER STEWART
Sumner G Margetts & Company Inc.

Subscribed and sworn to me this _____ day of _____, 2016.

Notary Public

My Commission Expires

APPROVED AS TO FORM:

By:  _____
FOR GARY CRANE, City Attorney

EXHIBIT A

EXHIBIT "A"

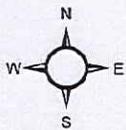
**Sumner G Margetts
& Company Inc.**

Development Agreement

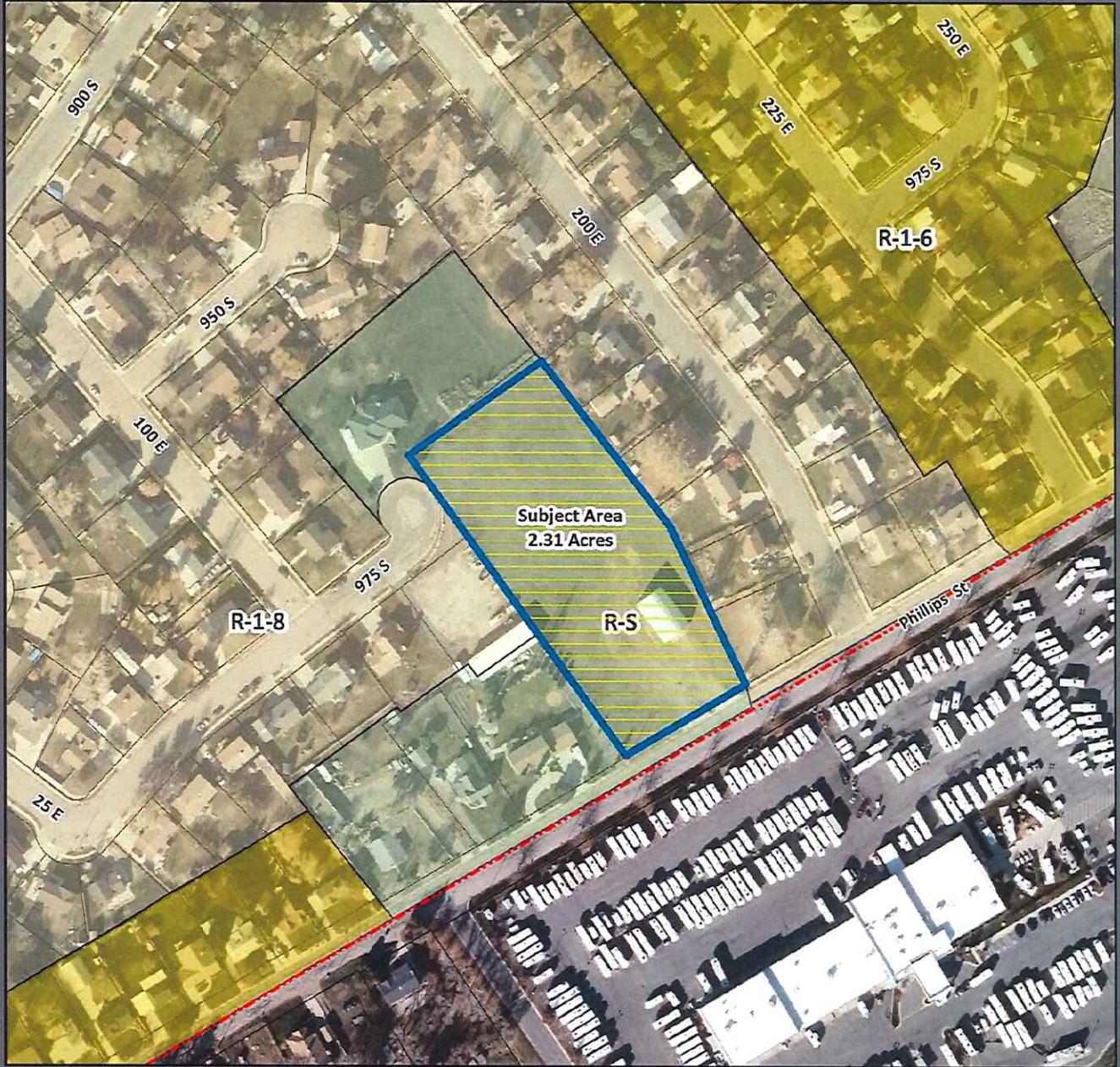
191 East
Phillips Street

2.31 Acres

-  Layton City Boundary
-  Highways
-  Interstate 15
-  Streams
-  Lakes
-  Rezone Areas



1 inch = 167 feet



ORDINANCE 16-19
(Margetts Rezone)

AN ORDINANCE AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING CLASSIFICATION OF THE HEREINAFTER DESCRIBED PROPERTY LOCATED AT APPROXIMATELY 191 EAST PHILLIPS STREET FROM R-S (RESIDENTIAL-SUBURBAN) TO R-1-6 (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 R-S to R-1-6 be approved; and

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

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

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

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 R-S (Residential-Suburban) to R-1-6 (Single Family Residential).

BEGINNING AT A POINT ON THE NORTH LINE OF PHILLIPS STREET, WHICH POINT IS E 920.7 FT & S 38[^]24' E 733.92 FT & N 58[^]38' E 541.2 FT FROM THE NORTHWEST CORNER OF S 1/2 OF SW 1/4 SECTION 28-T4N-R1W, SLM; THE S 58[^]38' W 181.6 FT; TH N 36[^]04' W 473.88 FT; TH N 53[^]56' E 208.4 FT TO EAST BOUNDARY LINE OF MARGETTS PROPERTY; TH S 38[^]54' E 262.0 FT; TH S 25[^]52' E 231 FT TO THE POINT OF BEGINNING.

CONTAINS 2.31 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.

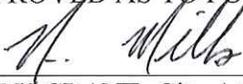
PASSED AND ADOPTED by the City Council of Layton, Utah, this _____ day of _____, 2016.

ROBERT J STEVENSON, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:



FOR _____
GARY CRANE, City Attorney

SUBMITTING DEPARTMENT:



WILLIAM T. WRIGHT, Director
Community & Economic Development



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

STAFF REPORT

TO: City Council

FROM: Peter Matson, AICP - City Planner 

DATE: June 2, 2016

RE: Development Agreement and Rezone Request – Sumner G Margetts & Company Inc./MZ Enterprises – R-S to R-1-6 – Resolution 16-38 and Ordinance 16-19

LOCATION:	191 East Phillips Street
CURRENT ZONING:	R-S (Residential-Suburban)
CURRENT MINIMUM LOT SIZE:	15,000 square feet
PROPOSED ZONING:	R-1-6 (Single Family Residential)
PROPOSED MINIMUM LOT SIZE:	6,000 square feet

DESCRIPTION OF REZONE AREA

The property proposed for rezone includes 2.31 acres located on the north side of Phillips Street at 191 East Phillips Street. The rezone area is across the street and north of the Camping World of Kaysville (former Blaine Jensen RV facility). The boundary between Layton City and Kaysville City in this area is the centerline of Phillips Street. The rezone area is surrounded by R-S and R-1-8 zoning to the north, R-1-8 and R-1-6 zoning to the east, Kaysville City (Camping World) to the south, and R-S, R-1-8 and R-1-6 zoning to the west.

BACKGROUND INFORMATION AND STAFF REVIEW

The applicant for this rezone is Craig North of MZ Enterprises representing Sumner Stewart of Sumner G Margetts and Company Inc. (hereinafter Margetts), owner of the property. The large metal building on the property is associated with a long-standing, legal non-conforming use of a land reclamation service owned by Mr. Stewart. The two drive approaches associated with access

to the metal building will need to be removed and replaced with standard curb and gutter. Sidewalk does not exist along the Phillips Street frontage and will need to be added with development of a subdivision.

The subdivisions in this neighborhood (bounded by Phillips Street on the south, Flint Street on west and I-15 on the east) are located in primarily the R-1-8 and R-1-6 zoning districts. The General Plan recommendation for this area of the City is for single family residential at 3-6 units per acre. The proposed R-1-6 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-1-6 zoning district.

The south portion of the rezone area has frontage on Phillips Street and the north portion has a small amount of frontage on the cul-de-sac at the end of 975 South. All of the required utilities to service the property are located within the Phillips Street right-of-way; however, a looped water line from 975 South to Phillips Street may be required to meet fire flow requirements. If the rezone is approved, the developer will work with the Engineering staff to determine utility requirements related to culinary water, storm drainage and sanitary sewer, and the street connection through the property.

Approximately one year ago, the Planning Commission and Council reviewed a proposal to rezone this property to R-1-6. The applicant's proposal at that time included a concept plan for a future PRUD with approximately 14 homes with common area. The Planning Commission recommended that the Council not approve the rezone based on the notion that the R-1-8 was a more appropriate zoning designation (*see attached Planning Commission minutes – April 28, 2015*). The City Council held a public hearing and postponed their decision remanding the rezone back to the Planning Commission to review the rezone request with the PRUD overlay (*see attached City Council minutes and Staff Report – May 21, 2015*). The applicant working with the property owner at that time is no longer involved with the property and a PRUD proposal was never submitted for review.

The applicant, Craig North, is requesting R-1-6 zoning based on his desire to develop a seven lot subdivision similar to the concept plan provided in the packet. The concept plan shows a public street located along the west property line that connects to 975 South. Seven lots are laid out on the public street with lot sizes ranging from 9,432 square feet (Lot 1) to 15,240 square feet (Lot 7). The applicant considered the R-1-8 zone, but the minimum lot width would have limited the concept plan to six lots compared to the seven proposed in the R-1-6.

During the previous review of the zoning by the Planning Commission and City Council, there was a question from the property owner to the north as to the nature of the turnaround cul-de-sac in the Ablazen Estates one-lot subdivision (*see attached plat of Ablazen Estates*). City Staff clarified that although the cul-de-sac was a permanent turnaround, a street connection through the rezone area is not only possible, but it is recommended by the Planning and Engineering Staff to allow for the looped water line and to provide better connectivity into the neighborhood from Phillips Street. The distance from Phillips Street to 200 East is approximately 1,900 feet and the frontage of the

rezone area appears to be the only remaining opportunity for a street connection in this area. The attached concept plan for the rezone area shows a connection to 975 South. The final details and design of this street connection will be determined during the subdivision review process should the zoning be approved.

Based on the history and general concern regarding the potential density associated with the proposed R-1-6 zoning, Staff has prepared a simple development agreement that limits the number of lots that can be developed on the property to seven (7). The agreement also addresses required Phillips Street improvements and the required public street connection through the rezone area from Phillips Street to 975 South. The required on-site detention basin, together with and landscaping and maintenance requirements are also addressed. Although the Planning Commission did not review this Development Agreement, the requirements address issues that were discussed during the public hearing.

STAFF RECOMMENDATION

Staff recommends the Council adopt Resolution 16-38 approving the Development Agreement and adopt Ordinance 16-19 approving the rezone request from R-S to R-1-6 based on consistency with General Plan land use and density recommendations for this area of the City.

Engineering *AA* Planning *PM* Fire *OB*

PLANNING COMMISSION PROCEEDINGS AND RECOMMENDATION

The Planning Commission reviewed this rezone proposal on May 10, 2016. Three residents from the surrounding neighborhood commented on the proposed R-1-6 zoning. Residents were generally pleased with the proposal to develop seven lots on the site compared to the higher number of lots considered with the previous proposal. Jerry Madsen, property owner to the north of the rezone area, was concerned with the proposed street connection to 975 South based on his interpretation that the cul-de-sac in front of his home was permanent. Staff again clarified that although the cul-de-sac was a permanent turnaround, the public right-of-way connects to the rezone property and the street connection is preferred to allow for the looped water line and to provide improved street connectivity from Phillips Street into the neighborhood to the north.

The Planning Commission unanimously recommended the Council adopt Resolution 16-38 approving the Development Agreement and adopt Ordinance 16-19 approving the rezone from R-S to R-1-6 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: MZ Enterprises; craignorth7@gmail.com

CC: Fire Department/Community Planning and Development Department

FROM: Shannon Hansen, Assistant City Engineer - Development

DATE: April 22, 2016

SUBJECT: Margetts Property Rezone
191 Phillips Street

I have reviewed the Petition for Amending the Zoning Ordinance for a 2.3 acre parcel at approximately 191 East Phillips Street. The applicant is requesting a zoning change from R-S to R-1-6 to accommodate a future residential subdivision. The Engineering Department has no comments or concerns regarding the approval of the rezone.

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

The boundary description included in the concept plan includes the Less and Excepting portion in Exhibit A of the zoning application. This will be resolved with the preliminary plan submittal.

Street – Phillips Street improvements will include the installation of sidewalk. The existing drive approaches on Phillips Street will need to be removed and standard curb and gutter will need to be installed. With a connection to 975 South, street improvements will include the removal and replacement of existing curb and gutter and asphalt to create a thru street.

Phillips Street is scheduled to be reconstructed this summer. Utility and street improvement will need to be completed prior to the placement of roadbase and/or asphalt.

Water – There is an existing 8" water line on the south side of Phillips Street and a 6" water line in 975 South. Based on the water model, the fire flow available with connections in Phillips Street and 975 South is 3,400 gmp with a static pressure of 93 psi. The Fire Marshall will determine the required fire flow and any fire protection requirements.

Storm Drain – There is a 15" storm drain on the north side of Phillips Street, 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 or lot owner.

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

Sewer – There is an existing 10” sanitary sewer line on the north side of Phillips Street.

Secondary Water – Secondary water is not available to this site

Land Drain – A land drain system will need to be included to service the foundation drain for all homes (see municipal code 18.40.020). The proposal of homes on-grade will not eliminate the need to the land drain system. The land drain will need to connect to the storm drain system at a location where the rim elevation of the manhole is lower than the finished floor elevation.

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 final construction drawings.

Memorandum

To: MZ Enterprises
CC: Community Development, Fire, & Engineering
From: JoEllen Grandy, Parks Planner – Parks & Recreation
Date: April 21, 2016
Re: Margetts Property Rezone, Rezone – 191 Phillips Street

The property located at 191 Phillips Street (Tax ID# 11-063-0013) does not lie within any of our park service areas. The applicant's proposed rezone from R-S to R-1-6 would not impact the Parks & Recreation Department.

The Parks & Recreation Department has no comments or concerns regarding the approval of the rezone.

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.





Community • Prosperity • Choice

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

• Fire Department •
Kevin C. 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: Christy Wixom

FROM: Douglas K. Bitton, Fire Prevention Specialist 

RE: Margetts Property Rezone @ 191 Phillips Street

CC: 1) MZ Enterprises, craignorth7@gmail.com
2) Engineering

DATE: April 20, 2016

I have reviewed the petition for amending zoning ordinance for a rezone of single family lots from the current zoning of R-S to a proposed R1-6. 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. Based on the conceptual plan, the proposed 150 east street connecting with 975 South will satisfy this requirement.

3. Based on the conceptual plan without any utility arrangement measuring the additional hydrants near the project, additional fire hydrants shall be required. One approved fire hydrant shall be placed near Lot 7 at the west boundary corner, as well as an additional hydrant near the southwest corner of Lot 1. Fire hydrants and access roads shall be installed prior to construction of any building. All hydrants shall be placed with the 4 ½ " connection facing the point of access for fire department apparatus. Provide written assurance that this will be met.
4. Prior to beginning construction of any building, a fire flow test of the new fire hydrants shall be conducted to verify the actual fire flow available for this project. The Fire Prevention Division of this department shall witness this test and shall be notified a minimum of 48 hours prior to the test.

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.

DBMargetts RZ S16-064:kn
Plan # S16-064, District # 46
Project Tracker #LAY 1604181611



CITY COUNCIL MEETING

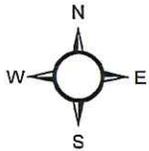
Margetts/ MZ Enterprises Rezone

R-S to R-1-6

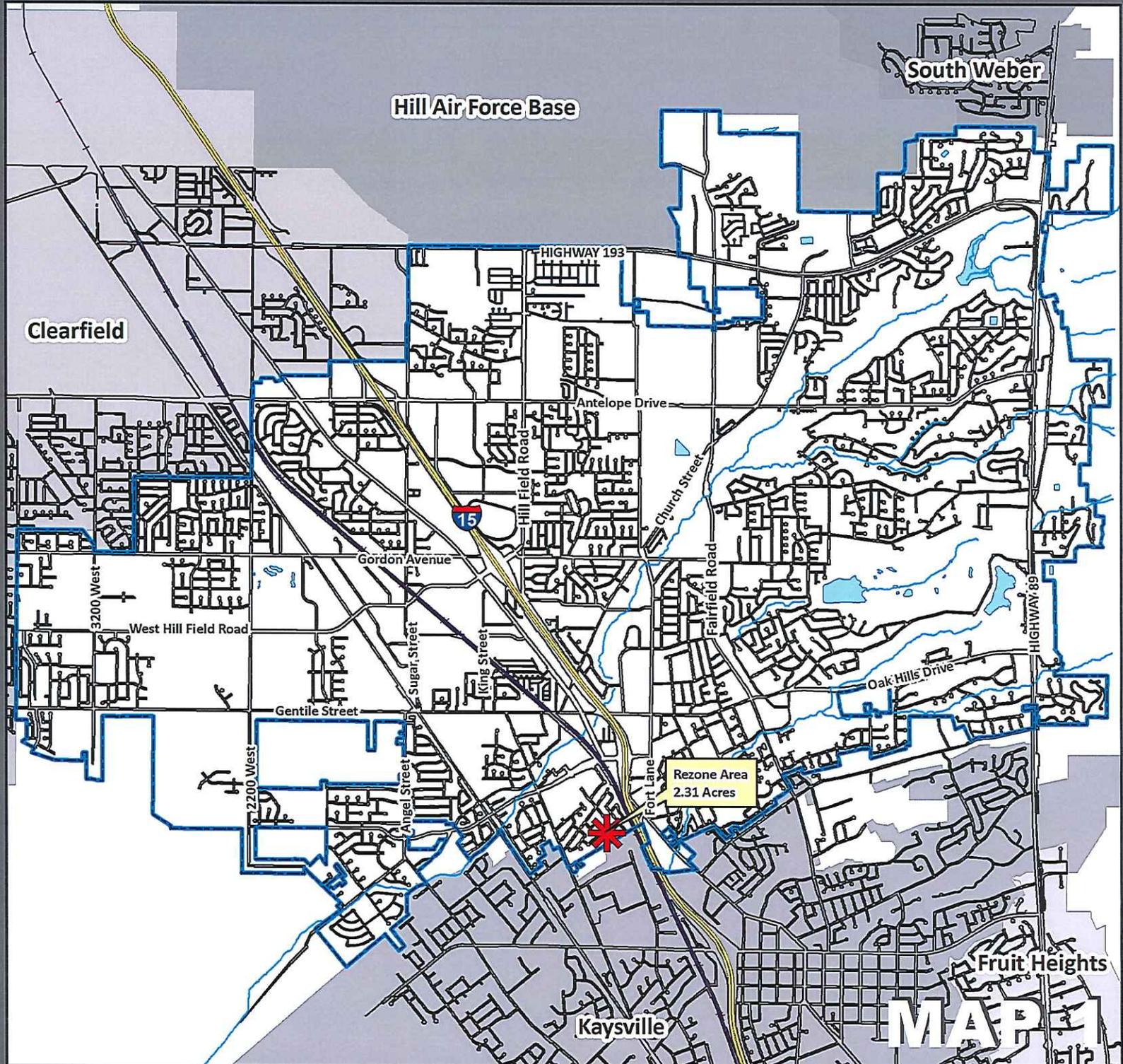
191 East
Phillips Street

2.31 Acres

-  City Boundary
-  Interstate 15
-  Highways
-  Rail Lines
-  Lakes
-  Streams
-  Rezone Area



1 inch = 4,433 feet



MAP 1

CITY COUNCIL MEETING

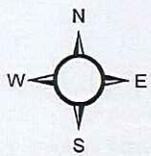
Margetts/ MZ Enterprises Rezone

R-S to R-1-6

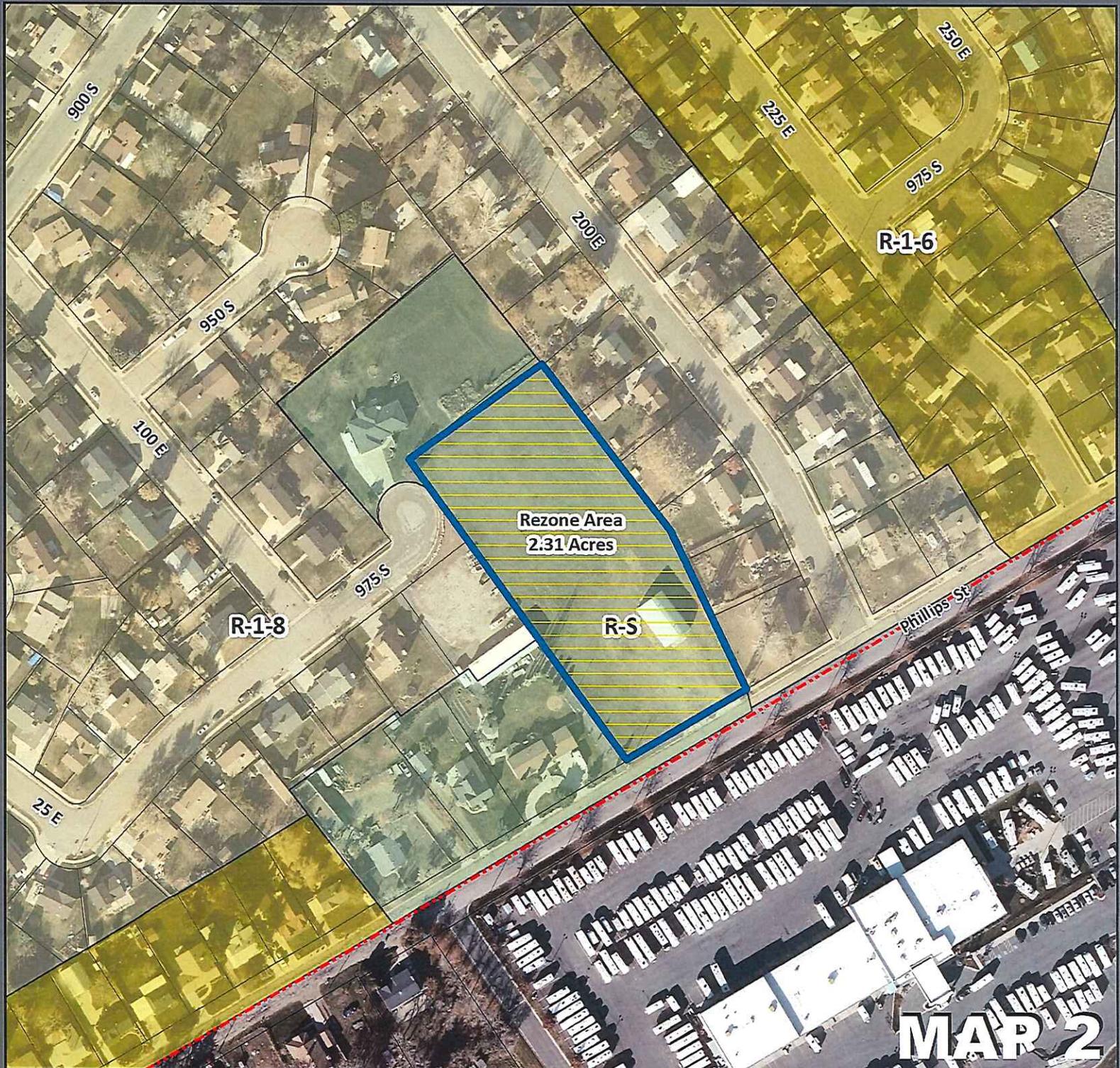
191 East
Phillips Street

2.31 Acres

-  Layton City Boundary
-  Highways
-  Interstate 15
-  Streams
-  Lakes
-  Rezone Areas



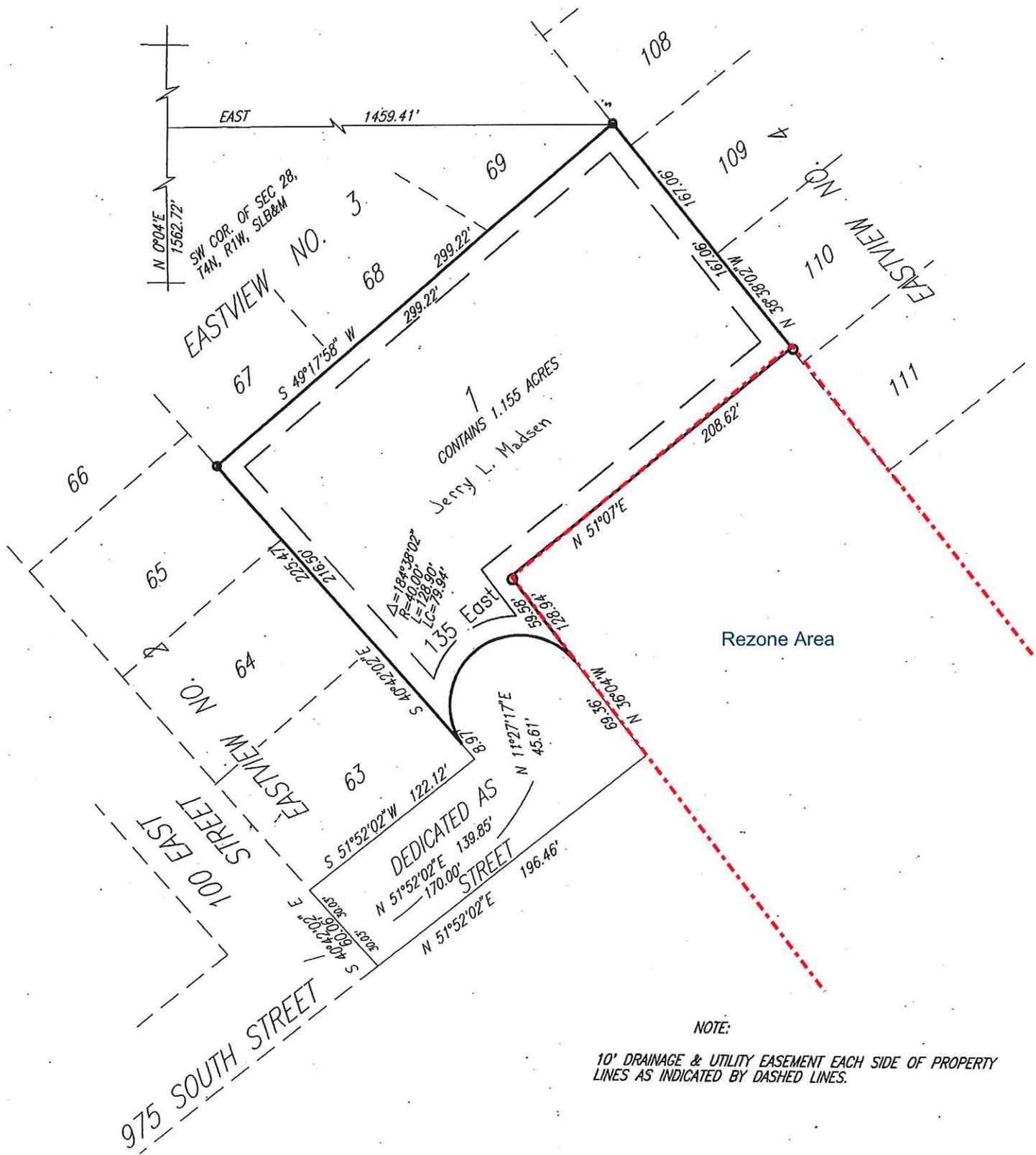
1 inch = 167 feet



MAR 2

R-1-6 Concept Plan





PLANNING COMMISSION MINUTES - April 28, 2015

PUBLIC HEARING:

1. SUMNER STEWART/UPDWELL DEVELOPMENT REZONE – R-S (Residential Suburban) to R-1-6 (Single Family Residential) – ORDINANCE 15-14

This 2.31 acre property is located at 191 East Phillips Street in an R-S zoning district. The property owner is Sumner M. Stewart represented by Guy Haskell of Updwell Development.

City Planner, Peter Matson, presented the rezone request and gave the Commission a copy of resident concerns received by e-mail. He outlined the location of the property and zoning designations in the area.

A concern expressed by the Commission was the continuance of 975 South. Mr. Matson said this would not be a requirement as all of the utilities are in Phillips Street.

There was a discussion of the difference in the number of homes allowed between an R-S, R-1-8 and R-1-6.

Some of the Commissioners felt there should be a conceptual plan provided and whether a development agreement was required. Mr. Matson addressed their questions and concerns. Mr. Matson said a development agreement addresses issues that can't be pinned down at zoning. He said detention would be needed since the storm drain line in Phillips is nearly at capacity. Landscaping would be maintained by an HOA, but no development agreement would be required since there would be CC&R's. There is no fencing requirement.

Mr. Garside reminded the Commission that the issue that evening was a zoning issue, a decision if the property is appropriate for the proposed zone. The other issues would be addressed later. He said sometimes the developer brings a conceptual plan as a convenience. Discussing the design and the final product is premature to the zoning.

Commissioner Hansen expressed concerned about R-1-6 versus R-1-8 zoning.

Mr. Garside said the General Plan allows for R-1-6 zoning in the area. A reason to deny could not be just a dislike of the proposal.

Commissioner Weaver said the difference between R-1-6 and R-1-8 zoning is only a difference of about two homes.

**LAYTON CITY PLANNING COMMISSION MEETING MINUTES
APRIL 28, 2015**

MEMBERS PRESENT: Brian Bodily, Dawn Fitzpatrick, Gerald Gilbert, Wynn Hansen, Brett Nilsson, Randy Pulham, Robert Van Drunen, Dave Weaver

MEMBERS ABSENT: L.T. Weese

OTHERS PRESENT: Staff: Bill Wright, Peter Matson, Kem Weaver, Weston Applonie, Steve Garside, Nick Mills, Julie Matthews

City Council Member: Tom Day

Chairman Gilbert called the meeting to order at 7:03 p.m. The Pledge of Allegiance was recited, and an invocation was given by Commissioner Hansen.

APPROVAL OF THE MINUTES: Chairman Gilbert called for a motion to approve the March 10, 2015, Planning Commission and Work Meeting Minutes. Commissioner Bodily moved to approve the minutes as written. Commissioner Van Drunen seconded the motion, and the voting was unanimous.

Chairman Gilbert called for a motion to open the Public Hearing. Commissioner Hansen moved to open the Public hearing. Commissioner Van Drunen seconded the motion and the voting was unanimous.

City Planner Peter Matson spoke about the Envision Layton Public Workshops open to the public and high school students on April 29, 2015, from 6-8 p.m. at Layton High School. He said it is an opportunity for the public to participate in a live survey on issues of growth and future population. He said it would be meaningful input that would eventually be incorporated into the City's Land Use General Plan.

PUBLIC HEARING:

1. SUMNER STEWART/UPDWELL DEVELOPMENT REZONE – R-S (Residential Suburban) to R-1-6 (Single Family Residential) – ORDINANCE 15-14

This 2.31 acre property is located at 191 East Phillips Street in an R-S zoning district. The property owner is Sumner M. Stewart represented by Guy Haskell of Updwell Development.

City Planner, Peter Matson, presented the rezone proposal for 2.31 acres of property located at 1919 East Phillips Street, presently zoned R-S. He said the property has 183 feet of frontage on Phillips Street. There is currently a large metal building associated with a business on the property.

Mr. Matson said the applicant is requesting a zone change from R-S to R-1-6, which is a single family residential zone found throughout the city at a density of 3-6 dwelling units per acre. The minimum lot size will be 6,000 square feet with side yard setbacks of 5 and 8 feet for a total of 13 feet between properties.

If developed as a subdivision, this property has all the utility accesses out to Phillips Street. The proposed R-1-6 zone is a zone that is found in parts of this neighborhood. R-1-8 is the predominant zone in the area, and this particular area is recommended for 3-6 dwellings units per acre. R-1-6 zoning is consistent with the General Plan recommendation for this area at 5 to 5.5 units per acre. Sidewalk improvements along Phillips Street would be required. Given the guidelines of the City's General Plan, the Planning Staff is recommending that the Planning Commission forward a positive recommendation to the City Council to adopt ordinance 15-14 approving the rezone from R-5 to R-1-6.

Commissioner Weaver asked about the future of the metal building. Mr. Maton said the building was associated with an excavation type business. If a subdivision is developed, that building would be removed from the property.

The applicant, Guy Haskell, addressed a concern brought up in the work meeting where he was asked if his proposed development would connect into 975 South. He said there would be a connection and the Fire Marshall preferred that connection.

Commissioner Hansen asked why the rationale to rezone to an R-1-6 zone versus an R-1-8 zone, which is a zoning that is a little more prevalent in the area.

Mr. Haskell said his real estate agent did some research and said the resale value wouldn't be high enough to go with a bigger home. He hadn't researched the R-1-8.

Commissioner Weaver asked if there would be storm water detention on the property. Mr. Haskell said there would be detention.

Jerry Madsen, 134 East 975 South, said several residents from the neighborhood feel the R-1-6 zoning would not be holding with Title of 18 and 19 regarding a proposed development potentially reducing the value of an existing home. He felt the development reduces the value of his home.

Mr. Madsen felt the zoning was not correct on the City Map.

Mr. Madsen expressed a concern that the cul-de-sac by his home would not remain and felt he had been promised that it would remain there.

Steven Pellecolomo, 137 Phillips Street, said it didn't make sense to devalue the 2.31 acres. He said the value of his property has gone up. He also felt the City map with R-1-6 on Phillips Street was not correct. Peter Matson, City Planner, verified the map was correct.

Mr. Pellecolomo also spoke about traffic on Phillips Street. He expressed concerns about the condition of Phillips Street. He felt R-1-8 would sell well.

Angie Wood, 163 Phillips Street, felt the R-1-6 homes would not be kept up nicely since the ones in another R-1-6 area are not kept up in her opinion. She said they live in the area for a reason because they like the way it feels and like to keep their home up nicely.

John Lidema, 968 South 200 East, moved to the neighborhood in April, 1981. Both he and his wife are afraid with R-1-6 zoning or any homes more traffic will be created. He didn't want the quiet

neighborhood to change. He expressed concerns about the condition of Phillips Street and the possible height of any new homes taking away his view.

Lorell Martinez, 103 Phillips Street, said she understands the desire to develop because everyone needs a place to live and needs affordable housing. She said the value is the quality of life on the street. The density of R-1-6 is the issue. She expressed concerns about speed.

Mark Oveson, 986 South 200 East, had concerns that the privacy of his backyard would be lost with development.

Guy Haskell said one of the reasons they looked at R-1-6 zoning instead of R-1-8 was because he wants to give people what they are looking for, which is a smaller lot with a larger home. He said they want to meet the needs of a double income family who don't want as much yard.

Commissioner Fitzpatrick asked about the average selling price of the homes. Mr. Haskell said the homes would be built for \$125 a square foot plus the cost of the lot. The base price would be \$225,000. Commissioner Fitzpatrick said she didn't feel there were that many more houses in an R-1-6 than an R-1-8 zone so there may not be a traffic issue.

Chairman Gilbert called for a motion on the item. Commissioner Hansen said he acknowledged the fact that there is a need in the City for a variety of housing sizes and types. In his view, the prevalent size of lots in the area is R-1-8. He said he appreciated the developer's argument but feels the R-1-8 would be the most appropriate size and cannot support R-1-6.

Commissioner Hansen moved that the Planning Commission forward a recommendation to the City Council to not adopt ordinance 15-14 denying the rezone from R-S to R-1-6. Commissioner Bodily seconded the motion, and the motion passed by a margin of 5 to 1 with Commissioners Bodily, Fitzpatrick, Hansen, Nilsson and Weaver in favor and Commissioner Van Drunen against the motion.

**CITY COUNCIL – REGULAR MEETING MINUTES
MAY 21, 2015**

**REZONE REQUEST – STEWART/UPDWELL DEVELOPMENT – R-S (RESIDENTIAL
SUBURBAN) TO R-1-6 – 191 EAST PHILLIPS STREET – ORDINANCE 15-14**

Peter Matson said this was a rezone request for 2.31 acres of land located on the north side of Phillips Street adjacent to the Kaysville City boundary. Peter displayed a map of the area and indicated that there was R-S zoning to the north, and R-1-8 zoning surrounded the majority of the property. He said there was R-1-6 zoning along Phillips Street and further to the east. Peter said Camping World was located to the south. He said the City boundary ran down the center of Phillips Street.

Peter said the General Plan recommendation for this area was single family residential with a density range of 3 to 6 dwelling units per acre. He said the R-1-8 and R-1-6 zoning district were typically found in this area. Peter said directly to the north of the property was a one-lot subdivision zoned R-S, and 975 South with a previously developed cul-de-sac to access the R-S property abutted the northwest corner of this property. He said in the dedication plat for that one-lot subdivision there was a dedication of a street that abutted the rezone area with a frontage of approximately 70 feet.

Peter said during the Planning Commission meeting review of this proposal, the Planning Commission reviewed alternatives with the residents to the proposed R-1-6 zone. He said there was no proposed layout of a subdivision at this time. Peter said on April 28th, with a vote of 5 to 1, the Planning Commission recommended that the Council not adopt Ordinance 15-14 and deny the rezone request from R-S to R-1-6. He said Staff did not support that recommendation and believed that the R-1-6 zoning designation was consistent with the General Plan, and was an alternative that would allow the property as an infill project to provide consistent and similar housing to what existed in the area, and would help fill in the neighborhood in a positive manner.

Peter said in the Engineer's report, it was noted that utilities were available in Phillips Street but that storm water and sanitary sewer flowed in a southwesterly direction. He said regardless of the configuration of the development on the property, onsite detention for storm water would be necessary.

Peter reiterated that the Planning Commission recommended denial of this rezone and Staff did not support that recommendation for the reasons previously stated.

Councilmember Day asked the length of the frontage on Phillips Street, and the location of the detention basin.

Peter said the frontage was a distance of about 180 feet and the detention basin would probably need to be located in the southwest corner.

Mayor Pro Tem Brown opened the meeting for public input.

Jerry Madsen, 135 East 975 South, said the development did not agree with the General Plan; it would lower existing home values. The location of the detention basin to the south would force the homes to be closer together on the northern portion of the property. In roughly May 1994 the minutes stated that the stub road at 975 South would remain a cul-de-sac. He read from the minutes that Kem Weaver had emailed to him. Mr. Madsen said he didn't think this proposal was good for the City or their neighborhood.

Mr. Madsen wondered where Ordinance 15-14 could be found.

Gary Crane, City Attorney, explained how ordinances were adopted and then added to Code. He said it was a drafting tool, which after adoption would be placed in the Zoning Code.

Councilmember Francis asked Mr. Madsen if an R-1-8 zone would be more acceptable.

Mr. Madsen said he didn't like the R-1-6 zone or a PRUD. He said he couldn't argue against an R-1-8 zone because most of the property surrounding this property was zoned R-1-8.

Steve Pellicano, 137 Phillips Street, said he owned the largest R-S zoned property in the area. He expressed concerns with the condition of Phillips Street. Mr. Pellicano said the road couldn't handle the additional traffic from the proposed development. He said it would decrease his property value if the zoning was R-1-6. Mr. Pellicano said he didn't agree with six homes per acre.

Michelle Madsen, 135 East 975 South, said her home was located to the north of the proposed rezone property. Ms. Madsen said when they built their home they had to pay for the road and curb and gutter. She said they were told that if this property ever developed they would have to help pay for the road; was that still true.

Gary said typically there would be an agreement at the time they developed outlining those things. He said the City would have to see if an agreement was done at that time for the road. Gary said if there was an agreement, they would be paid back.

Ms. Madsen said they had considered selling part of their acre for development, but right now it was landlocked. She asked if they would have an opportunity to sell their property.

Alex Jensen, City Manager, said it would depend on the specifics of what was being proposed. He said there were some provisions in the Code that allowed for flag lots. Alex said the specifics of the property and proposal would have to be evaluated.

Ms. Madsen said they tried to do a flag lot when they developed, but there was a home built on a right of way. She said the flag lot was denied. Ms. Madsen said they had a rough time building their home.

Alex said there were certain restrictions with regard to the construction of flag lots. He said if the Madsens had an interest in doing that, he would suggest that they meet with Staff to review their options.

Laurell Martinez, 103 Phillips Street, said they had lived in this great City for almost 40 years. She said the majority of the lots on the Layton side of the street were .22 acres and the homes were built in the 1950s; they were very small rambler homes. Ms. Martinez said they were not concerned with home values but with quality of life. She asked how many homes per acre there would be with the proposed R-1-6 zone.

Peter said the R-1-6 zone would typically yield 4 ½ to 5 ½ homes per acre. He said that would be on a nice square piece of property.

Councilmember Francis asked what the R-1-8 zone would yield.

Peter said it would be 3.2 to 4 homes per acre.

Ms. Martinez said they understood that Layton was growing and this property would develop. They didn't want to deny people affordable housing, but quality of life had to be considered. She mentioned all the traffic on Phillips Street from surrounding neighborhoods and how the potholes were the only speed

deterrent. Ms. Martinez expressed concerns for the safety of children walking on the street and there being no sidewalks. She said 12 additional houses was not acceptable.

Peter said because of how narrow the property was, it was difficult to determine how many homes would fit on the property. He said a public road versus a private road would also impact the number of homes.

Ms. Martinez said regardless of whether it was a private street or a public street, the traffic would still have to come down Phillips Street. She said that was her concern; the additional traffic.

Councilmember Petro asked Peter to clarify how many additional homes there would be with an R-1-6 zone versus an R-1-8 zone.

Peter said the difference would probably be 2 homes. He said the right of way for a public street was 55 feet and there wouldn't be room to put homes on either side of the street. Peter said the maximum number of lots allowed in the zones would not be able to be accomplished on this piece of property. He said the applicant could pursue a PRUD, which would add flexibility in design and could possibly yield 3 or 4 more homes in the R-1-6 zone.

Mark Oveson, 986 South 200 East, said his backyard touched part of the rezone area. He read part of the City's General Plan. Mr. Oveson identified his property on a map. He said he would like to see the R-1-8 zone on the property, which would be equivalent to lot sizes in the area.

Angie Wood, 163 Phillips Street, said she agreed with what had been said. She expressed concerns with the road never being repaired.

Guy Haskell, Updwell Development, said he was with the company proposing the rezone. He said he would agree with the comments about the road; it was in really bad shape. Mr. Haskell said most of the potholes were on the Kaysville side of the road, but maybe the City could encourage Kaysville to make some repairs. He said the General Plan called for 3 to 6 units per acre, which was either the R-1-8 or R-1-6 zone. Mr. Haskell said the property fronted onto Phillips Street and the majority of the properties on Phillips Street were R-1-6 properties. He said there was some R-1-8 off of Phillips Street. Mr. Haskell said they felt that the R-1-6 zone was consistent with the area and the City's General Plan.

Mr. Haskell said as a developer he had been in many situations where there was a dead end street like the cul-de-sac on 975 South. He said very often he had to put in a cul-de-sac like this for fire safety and a turnaround for vehicles. Mr. Haskell said the turnarounds had to be permanent because of safety issues. He identified the cul-de-sac on a map and explained that a small triangular piece of property on the south side of the cul-de-sac had been dedicated as part of the right of way, which led him to believe that the plan was for the road to go through. Mr. Haskell explained that if this was going to remain a permanent cul-de-sac there would have been no reason to dedicate that piece of property.

Mr. Haskell said in original meetings he had with City Staff, he was told that a design needed to include this road going through into his property. He said the designs he had been working with included the road connection per City Staff's request.

Mr. Haskell said his intent was to develop the property as soon as possible, once the rezone was in place. He said his plan was to develop single family homes with two car garages. Mr. Haskell said an evaluation by a realtor indicated that the price range of homes in the area was from \$129,900 to \$184,900. He said the realtor indicated that with new development the price point should be at \$200,000. Mr. Haskell said he didn't think he could hold to that price and anything developed on the property would be greater in value than the homes that had sold in the area within the past six months. He said there may be a few that were a

little higher, but they would be R-S properties that had a lot more ground. Mr. Haskell said there wouldn't be any deterioration of property values; if anything it could pull values up a little bit.

Mr. Haskell said since he was limited on the price, a larger lot would require a much smaller house. He said part of the reason for the R-1-6 was to allow for smaller lots and larger homes, which he felt would increase the value of the neighborhood.

Councilmember Petro asked Mr. Haskell to share some of his conceptual ideas.

Mr. Haskell said they had done a couple of layouts with the R-1-6 and R-1-8 zones. He said his goal was to do a PRUD, which would allow for a reduced setback on a private street and accommodate homes on both sides of the street.

Mayor Pro Tem Brown asked how many lots that would accommodate.

Mr. Haskell said with a PRUD it would allow him to market to families where both adults worked outside of the home and didn't want a large yard to maintain. He said the front yards would be maintained through an HOA and there would be open space and a tot-lot.

Councilmember Petro said the rezone request this evening was for the R-1-6, but his true intention was for a PRUD.

Mr. Haskell said yes; he had asked if he could bring both concepts in together but was told that he could not. He said he was told that he had to get the rezone first. Mr. Haskell said he felt that the disconnect was that Staff didn't know he was looking for a PRUD when he called.

Councilmember Francis asked Gary to clarify that; did one have to precede the other.

Gary said one would have to precede the other, but they could both be considered at the same time.

Peter said Mr. Haskell's initial inquiries were if you could take the subdivision plat and the zoning through at the same time; there wasn't a discussion about a PRUD. He said the answer was that you couldn't do that; the zoning had to be in place before a plat could be done. Peter said he thought that Mr. Haskell's intent was to look at a PRUD, but the Staff Member that was helping Mr. Haskell didn't understand that at the time. He said a PRUD required a concept plan at the time of the rezone or overlay. Peter said if the underlying zoning wasn't in place, the rezone and overlay, along with the conceptual plan, could be done at the same time.

Gary said that was correct.

Angie Wood, 163 Phillips Street, said relative to the street, for years they were told that Layton City was responsible for half of the street and Kaysville or the County was responsible for the other half, and that was why nothing was ever done to repair the street. She said the City's Engineer had indicated that Layton City assumed responsibility for the entire road.

Alex asked Ms. Wood who she spoke with.

Ms. Wood said it was the Street Engineer.

Alex said they all worked for him and there would be someone down there tomorrow and the street would be addressed. He said the street was a separate issue from what was being discussed this evening, but the street would be addressed.

Steve Pellicano clarified issues with the road.

MOTION: Councilmember Petro moved to postpone a decision on the rezone and allow the developer time to address what he would really like to do, and perhaps include a development agreement.

Councilmember Freitag asked Gary Crane if this needed to be remanded back to the Planning Commission, if a PRUD was included with the proposal along with a development agreement.

Gary said that would be wise.

SUBSTITUTE MOTION: Councilmember Francis moved to deny the rezone request, Ordinance 15-13, in order that the developer could take it back to the Planning Commission with the PRUD overlay.

Gary said if a rezone was denied in the City, a re-application couldn't be made for a year. He said the developer would be prohibited from coming back with the R-1-6, with the PRUD, for one year.

Councilmember Francis withdrew his substitute motion.

Peter asked for clarification; was the R-1-6 PRUD different than the R-1-6 in terms of the developer returning for a rezone.

Gary said as was indicated earlier, with an R-1-6 PRUD, the developer would be required to bring in at least a conceptual plan of what he would like to do. He said if a development agreement was involved, those were usually brought in at the same time. Gary said one of the issues seemed to be what the development would look like. He said an R-1-6 might not work, but an R-1-6 PRUD might, and the developer hadn't brought in anything to indicate what it might look like or how it might be restricted through a development agreement. Gary said he thought the question was could that be done; could it be taken back to the Planning Commission and see what it would look like with an R-1-6 PRUD zone, as opposed to a denial.

SUBSTITUTE MOTION: Councilmember Francis moved to close the public hearing and postpone the decision, remanding it back to the Planning Commission with the rezone request with the PRUD overlay.

Councilmember Petro asked if the road would be included with the conceptual plan.

Gary said yes.

MOTION (continued): Councilmember Freitag seconded the motion, which passed unanimously.