

**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 February 7, 2019**.

AGENDA ITEMS:

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

2. MUNICIPAL EVENT ANNOUNCEMENTS:

3. VERBAL PETITIONS AND PRESENTATIONS:

A. Proclamation - Purple Heart City

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. 2019 Council Assignments

B. Appoint a Member to the Administrative Control Board of the Wasatch Integrated Waste Management District - Resolution 19-11

C. Appoint a Member to the North Davis Sewer District Board of Trustees - Resolution 19-10

D. Bid Award – Dale Cox Contracting – Valley View 2.0 MG Tank, Project 18-04 – Resolution 19-13 – Approximately 1400 North Valley View Drive

E. Amendment No. 3 to Interlocal Cooperation Agreement for Animal Services between Davis County and Layton City - Resolution 19-15

F. Land Donation Agreement between Layton City and Barlow Corporation, Duncan E. Barlow, Stewart F. Barlow, and Service Mortgage Corporation - Resolution 19-16 - Approximately 2125 East Gordon Avenue to Approximately 2400 East Gordon Avenue

G. Approve Exchange Agreement between Layton City and Medical Building LLC - Resolution 19-14 - Approximately 50 West Layton Parkway

6. PUBLIC HEARINGS:

A. Community Development Block Grant Annual Action Plan for Fiscal Year 2019-2020

7. OTHER BUSINESS:

ADJOURN:

Notice is hereby given that:

- A Municipal Building Authority (MBA) Meeting will be held at 5:30 PM. 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:** _____ **Kimberly S Read, City Recorder**

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

Citizen Comment Guidelines

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

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

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

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

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

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

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

Thank you.

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

Item Number: 3.A.

Subject:

Proclamation - Purple Heart City

Background:

Mayor Freitag will proclaim Layton City a Purple Heart City, encouraging the citizens of Layton to honor Purple Heart recipients by expressing their gratefulness for the sacrifices Purple Heart recipients have made defending our freedoms.

Alternatives:

N/A

Recommendation:

N/A

Whereas, Layton City has always supported its military veteran population, as is evidenced by our Veteran's Park, the recent construction of the Vietnam Memorial Wall and our relationships with our Armed Forces; and

Whereas, the Purple Heart is the oldest military decoration in present use and was initially created as the Badge of Military Merit by General George Washington in 1782; and

Whereas, the Purple Heart was the first American service award or decoration made available to the common soldier and is specifically awarded to members of the United States Armed Forces who have been wounded or have given the ultimate sacrifice in combat with a declared enemy of the United States of America; and

Whereas, the mission of the Military Order of the Purple Heart is to foster an environment of goodwill among the combat-wounded veteran members and their families, promote patriotism, support legislative initiatives and most importantly, ensure we never forget; and

Whereas, Layton City has a large highly decorated veteran population including many Purple Heart recipients; and

Whereas, Layton City desires to express our heartfelt gratitude for the sacrifices our Purple Heart recipients made in defending our country and our freedoms, and believes it is important that we acknowledge and honor them for their courageous military service.

Now, Therefore, Be It Resolved that I, Scott Freitag, Layton City Mayor and the Layton City Council hereby proclaim Layton City as a **Purple Heart City** and encourage the citizens of Layton City to honor Purple Heart recipients by expressing their gratefulness for the sacrifices these Purple Heart recipients have made in defending our freedoms. In so doing, we honor the service and sacrifice of our nation's men and women in uniform, wounded or killed by the enemy, while serving to protect the freedoms enjoyed by all Americans.

In Witness Whereof, I have set my hand and caused the Seal of my office to be affixed this 7th day of February 2019.

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

Item Number: 5.A.

Subject:

2019 Council Assignments

Background:

Mayor Freitag will present the 2019 Council Assignments.

Alternatives:

Alternatives are to 1) Accept the 2019 Council Assignments as presented; or 2) Not accept the 2019 Council Assignments.

Recommendation:

Mayor Freitag recommends the Council accept the 2019 Council Assignments as presented.

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

Item Number: 5.B.

Subject:

Appoint a Member to the Administrative Control Board of the Wasatch Integrated Waste Management District - Resolution 19-11

Background:

It is proposed that Mayor Scott Freitag be appointed as a member of the Administrative Control Board of the Wasatch Integrated Waste Management District for a term ending December 31, 2019.

Alternatives:

Alternatives are to 1) Adopt Resolution 19-11 appointing Mayor Scott Freitag to the Administrative Control Board of the Wasatch Integrated Waste Management District for a term ending December 31, 2019; 2) Adopt Resolution 19-11 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 19-11 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 19-11 appointing Mayor Scott Freitag to the Administrative Control Board of the Wasatch Integrated Waste Management District for a term ending December 31, 2019.

RESOLUTION 19-11

**APPOINTING A MEMBER TO THE ADMINISTRATIVE CONTROL BOARD OF
THE WASATCH INTEGRATED WASTE MANAGEMENT DISTRICT**

WHEREAS, Layton City, Utah is within the boundaries of the Wasatch Integrated Waste Management District (District), and desires to appoint a member to the Administrative Control Board (Board) of the District;

WHEREAS, the City Council, as the governing body of the City, is the "appointing authority" for such members of the Board under Section 17B-1-102(1), Utah Code Annotated 1953, as amended; and

WHEREAS, all actions required by law in connection with the appointment made by this resolution have been taken, including all actions required under Title 17B, Chapter 1, Part 3, Utah Code Annotated 1953, as amended;

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

SECTION I: Appointment of Board Member. Mayor Scott Freitag is hereby appointed by Layton City's Governing Body as a member of the Board of the District. Such appointment shall commence on February 7, 2019, ending December 31, 2019, or, if earlier, ending on the date of the resignation or removal of such individual as a member of the Board.

SECTION II: Repealer. All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

SECTION III: Effective Date. This resolution shall take effect immediately upon adoption.

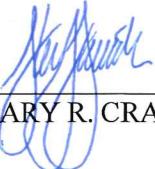
PASSED AND ADOPTED by the City Council of Layton, Utah this 7th day of February, 2019.

SCOTT FREITAG, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

Approved as to Form:


For GARY R. CRANE, City Attorney

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

Item Number: 5.C.

Subject:

Appoint a Member to the North Davis Sewer District Board of Trustees - Resolution 19-10

Background:

It is proposed that Council Member Joy Petro be appointed to the North Davis Sewer District Board of Trustees for the remainder of a four-year term ending on December 31, 2019.

Alternatives:

Alternatives are to 1) Adopt Resolution 19-10 appointing Council Member Joy Petro to the North Davis Sewer District Board of Trustees for the remainder of a four-year term ending on December 31, 2019; 2) Adopt Resolution 19-10 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 19-10 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 19-10 appointing Council Member Joy Petro to the North Davis Sewer District Board of Trustees for the remainder of a four-year term ending on December 31, 2019.

RESOLUTION 19-10

**APPOINTING A MEMBER TO THE NORTH DAVIS SEWER DISTRICT BOARD
OF TRUSTEES**

WHEREAS, Layton City, Utah is within the boundaries of the North Davis Sewer District, and desires to appoint a member to the Board of the District; and

WHEREAS, the City Council, as the governing body of the City, is the "appointing authority" for such members of the Board under Section 17B-1-102(1), Utah Code Annotated 1953, as amended; and

WHEREAS, all actions required by law in connection with the appointment made by this resolution have been taken, including all actions required under Title 17B, Chapter 1, Part 3, Utah Code Annotated 1953, as amended;

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

SECTION I: Appointment of Board Member. Council Member Joy Petro is hereby appointed by Layton City's Governing Body as a member of the Board of Trustees of the North Davis Sewer District. Such appointment shall be for the remainder of a four-year term ending December 31, 2019, or, if earlier, ending on the date of the resignation or removal of such individual as the member of the Board.

SECTION II: Repealer. All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

SECTION III: Effective Date. This resolution shall take effect immediately upon adoption.

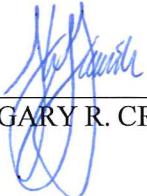
PASSED AND ADOPTED by the City Council of Layton, Utah this **7th day of February, 2019**

SCOTT FREITAG, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

Approved as to Form:



GARY R. CRANE, City Attorney

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

Item Number: 5.D.

Subject:

Bid Award – Dale Cox Contracting – Valley View 2.0 MG Tank, Project 18-04 – Resolution 19-13 – Approximately 1400 North Valley View Drive

Background:

Resolution 19-13 authorizes the execution of an agreement between Layton City and Dale Cox Contracting for the Valley View 2.0 MG Tank, Project 18-04. This project includes the construction of a reinforced concrete culinary water storage tank with a 2.0 million gallon capacity, booster pump station, valve vault, piping, site work, and appurtenances. This tank will replace the existing Oak Hills Tank, which is being removed as part of the Utah Department of Transportation Highway 89 expansion project.

Three bids were received, with Dale Cox Contracting submitting the lowest responsive, responsible bid in the amount of \$3,650,022.70. The engineer's estimate was \$3,223,436.00.

Alternatives:

Alternatives are to 1) Adopt Resolution 19-13 awarding the bid to Dale Cox Contracting for the Valley View 2.0 MG Tank, Project 18-04; 2) Adopt Resolution 19-13 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 19-13 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 19-13 awarding the bid to Dale Cox Contracting and authorize the City Manager to execute the agreement for the Valley View 2.0 MG Tank, Project 18-04.

RESOLUTION 19-13

**ADOPTING AN AGREEMENT WITH DALE COX CONTRACTING FOR THE VALLEY
VIEW 2.0 MG TANK, PROJECT 18-04**

WHEREAS, Layton City (hereinafter "City") has elected to construct a 2.0 million gallon water storage tank, booster pump station, valve vault, piping, site work and appurtenances, to be known as the Valley View 2.0 MG Tank, Project 18-04 (hereinafter "Project 18-04"), located at approximately 1400 North Valley View Drive; and

WHEREAS, the City received three bids for construction of the referenced project on January 24, 2019, with the results of the bid attached hereto for the Council's review; and

WHEREAS, City Staff has reviewed and evaluated the response to the Advertisement for Bids and has found it to be in the best interest of the City and citizens of Layton City to conditionally select Dale Cox Contracting (hereinafter "Dale Cox Contracting") as the contractor for Project 18-04.

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

1. Dale Cox Contracting is conditionally selected as the lowest responsive and responsible bidder with whom the City Manager should conduct negotiations for Project 18-04.

2. The City Manager is directed to conduct negotiations for an agreement (hereinafter "Agreement") with Dale Cox Contracting for Project 18-04. The terms of the Agreement shall address the terms and conditions of the Advertisement for Bids as well as the price contained in the proposal submitted by Dale Cox Contracting that are consistent with the intent of the Advertisement for Bids. The Agreement shall include such other provisions as are deemed necessary to accomplish the purposes of the City in entering an agreement for Project 18-04.

3. When the Agreement is in a form acceptable to the City Manager and City Attorney and after Dale Cox Contracting has properly executed said Agreement, the City Manager is authorized to execute the Agreement on behalf of the City. Execution of the Agreement by the City Manager shall constitute the City's acceptance of the offer by Dale Cox Contracting and the formal award of the contract to Dale Cox Contracting for Project 18-04, pursuant to the terms and conditions of the Agreement.

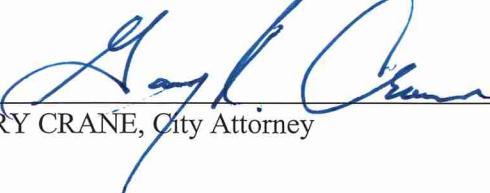
PASSED AND ADOPTED by the City Council of Layton, Utah, this 7th day of **February, 2019**.

SCOTT FREITAG, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:



GARY CRANE, City Attorney

SUBMITTING DEPARTMENT:



TERRY COBURN, Public Works Director

BID OPENING TABULATION FOR:
BID OPENING:

Project 18-04: Valley View 2.0 MG Tank
Thursday, January 24, 2019

OPTION A - CONVENTIONAL REINFORCED CONCRETE TANK			Engineer's Estimate		Dale Cox		Gerber Construction		Probuild Construction, Inc.		
No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1	Lump Sum (LS)	\$ 250,000.00	\$ 250,000.00	\$ 200,000.00	\$ 200,000.00	\$ 205,000.00	\$ 205,000.00	\$ 200,000.00	\$ 200,000.00
2	Quality Control and Testing	1	Lump Sum (LS)	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00
3	Subsurface Investigation	16	Hours (HR)	\$ 250.00	\$ 4,000.00	\$ 230.00	\$ 3,680.00	\$ 260.00	\$ 4,160.00	\$ 350.00	\$ 5,600.00
4	SWPP Plan	1	Lump Sum (LS)	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00	\$ 11,000.00	\$ 11,000.00	\$ 20,000.00	\$ 20,000.00
5	Traffic Control and Protection	1	Lump Sum (LS)	\$ 12,500.00	\$ 12,500.00	\$ 16,100.00	\$ 16,100.00	\$ 13,000.00	\$ 13,000.00	\$ 15,000.00	\$ 15,000.00
6	Remove and Replace Barb Wire Fence	30	Lineal Feet (LF)	\$ 34.00	\$ 1,020.00	\$ 20.00	\$ 600.00	\$ 16.00	\$ 480.00	\$ 50.00	\$ 1,500.00
7	Site Clearing and Grubbing	1	Lump Sum (LS)	\$ 8,500.00	\$ 8,500.00	\$ 5,750.00	\$ 5,750.00	\$ 22,000.00	\$ 22,000.00	\$ 20,000.00	\$ 20,000.00
8	Earthwork	1	Lump Sum (LS)	\$ 250,000.00	\$ 250,000.00	\$ 125,000.00	\$ 125,000.00	\$ 253,000.00	\$ 253,000.00	\$ 325,000.00	\$ 325,000.00
9	Landscaping, Streetscape	1	Lump Sum (LS)	\$ 30,000.00	\$ 30,000.00	\$ 38,500.00	\$ 38,500.00	\$ 55,000.00	\$ 55,000.00	\$ 100,000.00	\$ 100,000.00
10	Landscaping, Hydroseed	1	Acre	\$ 4,000.00	\$ 4,000.00	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00	\$ 12,000.00	\$ 2,500.00	\$ 2,500.00
11	Retaining Wall, 2.5 Ft. Keystone	90	Lineal Feet (LF)	\$ 60.00	\$ 5,400.00	\$ 120.00	\$ 10,800.00	\$ 87.00	\$ 7,830.00	\$ 100.00	\$ 9,000.00
12	Stream Improvements	110	Lineal Feet (LF)	\$ 220.00	\$ 24,200.00	\$ 46.00	\$ 5,060.00	\$ 75.00	\$ 8,250.00	\$ 91.00	\$ 10,010.00
13	Remove Asphalt Pavement	75	Square Yard	\$ 40.00	\$ 3,000.00	\$ 17.25	\$ 1,293.75	\$ 18.00	\$ 1,350.00	\$ 34.00	\$ 2,550.00
14	Asphalt "I" Patch	10	Ton	\$ 140.00	\$ 1,400.00	\$ 275.00	\$ 2,750.00	\$ 390.00	\$ 3,900.00	\$ 200.00	\$ 2,000.00
15	Asphalt Concrete (1/2" Minus)	210	Ton	\$ 150.00	\$ 31,500.00	\$ 105.00	\$ 22,050.00	\$ 120.00	\$ 25,200.00	\$ 115.00	\$ 24,150.00
16	Curb and Gutter (30")	750	Lineal Feet (LF)	\$ 28.00	\$ 21,000.00	\$ 32.00	\$ 24,000.00	\$ 33.00	\$ 24,750.00	\$ 50.00	\$ 37,500.00
17	Pavement Striping and Markings (Alkyd Resin Paint)	480	Lineal Feet (LF)	\$ 2.50	\$ 1,200.00	\$ 4.00	\$ 1,920.00	\$ 2.20	\$ 1,056.00	\$ 5.50	\$ 2,640.00
18	Sidewalk, 4" Thick	252	Square Yard (SY)	\$ 55.00	\$ 13,860.00	\$ 50.00	\$ 12,600.00	\$ 100.00	\$ 25,200.00	\$ 100.00	\$ 25,200.00
19	Sidewalk, 8" Thick	26	Square Yard (SY)	\$ 70.00	\$ 1,820.00	\$ 80.00	\$ 2,080.00	\$ 140.00	\$ 3,640.00	\$ 125.00	\$ 3,250.00
20	Untreated Base Course (1 1/2" Minus)	1726	Ton	\$ 20.00	\$ 34,520.00	\$ 21.00	\$ 36,246.00	\$ 30.00	\$ 51,780.00	\$ 25.00	\$ 43,150.00
21	Import Pipe Bedding/Backfill (Sand)	493	Ton	\$ 22.00	\$ 10,846.00	\$ 21.00	\$ 10,353.00	\$ 11.00	\$ 5,423.00	\$ 25.00	\$ 12,325.00
22	Import Pipe Zone Backfill (1 1/2" Minus)	3254	Ton	\$ 20.00	\$ 65,080.00	\$ 21.00	\$ 68,334.00	\$ 13.00	\$ 42,302.00	\$ 25.00	\$ 81,350.00
23	Import Trench Fill (2" Minus)	3904	Ton	\$ 16.00	\$ 62,464.00	\$ 21.00	\$ 81,984.00	\$ 13.00	\$ 50,752.00	\$ 25.00	\$ 97,600.00
24	Butterfly Valve, 10"	1	Each (EA)	\$ 2,400.00	\$ 2,400.00	\$ 3,115.00	\$ 3,115.00	\$ 1,700.00	\$ 1,700.00	\$ 3,500.00	\$ 3,500.00
25	Butterfly Valve, 12"	4	Each (EA)	\$ 2,750.00	\$ 11,000.00	\$ 3,391.00	\$ 13,564.00	\$ 3,700.00	\$ 14,800.00	\$ 3,500.00	\$ 14,000.00
26	Butterfly Valve, 16"	1	Each (EA)	\$ 3,300.00	\$ 3,300.00	\$ 6,050.00	\$ 6,050.00	\$ 3,100.00	\$ 3,100.00	\$ 6,000.00	\$ 6,000.00
27	Connection to Existing System	1	Each (EA)	\$ 7,500.00	\$ 7,500.00	\$ 10,870.00	\$ 10,870.00	\$ 8,800.00	\$ 8,800.00	\$ 12,500.00	\$ 12,500.00
28	Connection to Existing System, Hot Tap	1	Each (EA)	\$ 9,500.00	\$ 9,500.00	\$ 14,387.00	\$ 14,387.00	\$ 16,000.00	\$ 16,000.00	\$ 14,500.00	\$ 14,500.00
29	Water Pipe, DIP CL350, 10"	206	Lineal Feet (LF)	\$ 130.00	\$ 26,780.00	\$ 73.20	\$ 15,079.20	\$ 92.00	\$ 18,952.00	\$ 60.00	\$ 12,360.00
30	Water Pipe, DIP CL350, 16"	660	Lineal Feet (LF)	\$ 160.00	\$ 105,600.00	\$ 128.20	\$ 84,612.00	\$ 160.00	\$ 105,600.00	\$ 120.00	\$ 79,200.00
31	Water Pipe, DIP CL350, 18"	210	Lineal Feet (LF)	\$ 180.00	\$ 37,800.00	\$ 159.85	\$ 33,568.50	\$ 190.00	\$ 39,900.00	\$ 140.00	\$ 29,400.00
32	Tank Rinse Line, 2" Type-K Copper	195	Lineal Feet (LF)	\$ 10.00	\$ 1,950.00	\$ 42.70	\$ 8,326.50	\$ 41.00	\$ 7,995.00	\$ 20.00	\$ 3,900.00
33	Soil Drain, PVC Sch 40, 4"	200	Lineal Feet (LF)	\$ 18.00	\$ 3,600.00	\$ 34.00	\$ 6,800.00	\$ 70.00	\$ 14,000.00	\$ 21.00	\$ 4,200.00
34	Storm Pipe, ADS N12 WT., 6"	58	Lineal Feet (LF)	\$ 35.00	\$ 2,030.00	\$ 33.00	\$ 1,914.00	\$ 39.00	\$ 2,262.00	\$ 20.00	\$ 1,160.00
35	Storm Pipe, ADS N12 WT., 10"	175	Lineal Feet (LF)	\$ 40.00	\$ 7,000.00	\$ 46.85	\$ 8,198.75	\$ 62.00	\$ 10,850.00	\$ 32.00	\$ 5,600.00
36	Storm Pipe, RCP CL4, 18"	829	Lineal Feet (LF)	\$ 60.00	\$ 49,740.00	\$ 37.00	\$ 30,673.00	\$ 64.00	\$ 53,056.00	\$ 55.00	\$ 45,595.00
37	Sump Pump Discharge Piping, PVC 2"	50	Lineal Feet (LF)	\$ 10.00	\$ 500.00	\$ 20.60	\$ 1,030.00	\$ 63.00	\$ 3,150.00	\$ 270.00	\$ 13,500.00
38	Bubble Up Structure, Precast 2'x2'	1	Each (EA)	\$ 3,000.00	\$ 3,000.00	\$ 3,570.00	\$ 3,570.00	\$ 2,100.00	\$ 2,100.00	\$ 3,500.00	\$ 3,500.00
39	Outlet Box (East), Precast	1	Each (EA)	\$ 5,000.00	\$ 5,000.00	\$ 7,025.00	\$ 7,025.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00
40	Outlet Box (West), Cast-in-Place	1	Each (EA)	\$ 8,500.00	\$ 8,500.00	\$ 14,150.00	\$ 14,150.00	\$ 3,200.00	\$ 3,200.00	\$ 7,000.00	\$ 7,000.00

41	Storm Inlet, Gutter, Precase	3	Each (EA)	\$ 3,500.00	\$ 10,500.00	\$ 2,542.00	\$ 7,626.00	\$ 2,000.00	\$ 6,000.00	\$ 2,000.00	\$ 6,000.00
42	Storm Manhole, Precast 48"	3	Each (EA)	\$ 4,250.00	\$ 12,750.00	\$ 3,080.00	\$ 9,240.00	\$ 2,500.00	\$ 7,500.00	\$ 3,000.00	\$ 9,000.00
43	Storm Manhole, Precast 60"	1	Each (EA)	\$ 5,000.00	\$ 5,000.00	\$ 4,455.00	\$ 4,455.00	\$ 2,500.00	\$ 2,500.00	\$ 6,500.00	\$ 6,500.00
44	Electrical VFD (250HP)	2	Each (EA)	\$ 17,000.00	\$ 34,000.00	\$ 127,415.00	\$ 254,830.00	\$ 21,000.00	\$ 42,000.00	\$ 38,000.00	\$ 76,000.00
45	Electrical VFD (125HP)	1	Each (EA)	\$ 13,000.00	\$ 13,000.00	\$ 84,945.00	\$ 84,945.00	\$ 11,000.00	\$ 11,000.00	\$ 20,000.00	\$ 20,000.00
46	Building and Site Electrical	1	Lump Sum (LS)	\$ 52,500.00	\$ 52,500.00	\$ 98,497.00	\$ 98,497.00	\$ 161,000.00	\$ 161,000.00	\$ 150,000.00	\$ 150,000.00
47	Automatic Transfer Switch	1	Each (EA)	\$ 8,000.00	\$ 8,000.00	\$ 30,042.00	\$ 30,042.00	\$ 32,000.00	\$ 32,000.00	\$ 35,000.00	\$ 35,000.00
48	Mechanical Piping and Appurtenances, Booster Station	1	Lump Sum (LS)	\$ 265,000.00	\$ 265,000.00	\$ 151,957.00	\$ 151,957.00	\$ 151,000.00	\$ 151,000.00	\$ 200,000.00	\$ 200,000.00
49	Mechanical Piping and Appurtenances, Meter Vault	1	Lump Sum (LS)	\$ 100,000.00	\$ 100,000.00	\$ 90,660.00	\$ 90,660.00	\$ 94,000.00	\$ 94,000.00	\$ 100,000.00	\$ 100,000.00
50	Pumps and Motors	1	Lump Sum (LS)	\$ 170,000.00	\$ 170,000.00	\$ 166,000.00	\$ 166,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
51	Booster Station Structure and Appurtenances	1	Lump Sum (LS)	\$ 275,000.00	\$ 275,000.00	\$ 340,710.00	\$ 340,710.00	\$ 312,000.00	\$ 312,000.00	\$ 400,000.00	\$ 400,000.00
52	Concrete Meter Vault	1	Lump Sum (LS)	\$ 50,000.00	\$ 50,000.00	\$ 79,925.00	\$ 79,925.00	\$ 43,000.00	\$ 43,000.00	\$ 150,000.00	\$ 150,000.00
53	Concrete Water Tank (2 MG)	1	Lump Sum (LS)	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,284,037.00	\$ 1,284,037.00	\$ 1,439,000.00	\$ 1,439,000.00	\$ 1,450,000.00	\$ 1,450,000.00
54	Import Tank Base Material	519	Ton	\$ 24.00	\$ 12,456.00	\$ 30.00	\$ 15,570.00	\$ 23.00	\$ 11,937.00	\$ 25.00	\$ 12,975.00
55	Import Tank Structural Fill	2074	Ton	\$ 30.00	\$ 62,220.00	\$ 30.00	\$ 62,220.00	\$ 21.00	\$ 43,554.00	\$ 25.00	\$ 51,850.00
56	Gate Valve, 16"	1	Each (EA)	\$ 3,500.00	\$ 3,500.00	\$ 10,275.00	\$ 10,275.00	\$ 8,300.00	\$ 8,300.00	\$ 10,000.00	\$ 10,000.00
					\$ 3,223,436.00		\$ 3,650,022.70		\$ 3,676,329.00		\$ 4,158,565.00



Engineers Signature

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

Item Number: 5.E.

Subject:

Amendment No. 3 to Interlocal Cooperation Agreement for Animal Services between Davis County and Layton City - Resolution 19-15

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 rolls 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 19-15 approving Amendment No. 3 to Interlocal Cooperation Agreement for Animal Services between Davis County and Layton City; 2) Adopt Resolution 19-15 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 19-15 and remand to Staff with directions.

Recommendation:

Staff recommends Council adopt Resolution 19-15 approving Amendment No. 3 to Interlocal Cooperation Agreement for Animal Services between Davis County and Layton City and authorize the Mayor to sign the necessary documents.

RESOLUTION 19-15

A RESOLUTION AUTHORIZING THE CITY OF LAYTON TO ADOPT AND APPROVE AMENDMENT NO. 3 TO INTERLOCAL COOPERATION AGREEMENT WITH DAVIS COUNTY FOR THE PURPOSE OF PROVIDING ANIMAL CONTROL SERVICES TO THE CITY

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, in reviewing the services provided, the City has determined to adopt Amendment No. 3, 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 Amendment No. 3 to 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 Amendment No. 3 is attached hereto and made a part hereof by this reference.

2. That pursuant to Exhibit A of Amendment No. 3, the City will pay to Davis County \$250,381.18 for animal services, \$10,737.75 for the service of removing wild nuisance animals, and \$14,740.98 for the capital projects fund regarding the Animal Shelter, for a total of \$275,859.91 for the calendar year 2019.

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

PASSED AND ADOPTED by the City Council of Layton, Utah, this **7th day of February, 2019**.

SCOTT FREITAG, Mayor

ATTEST:

KIMBERLY S READ, City Recorder



GARY CRANE, City Attorney

AMENDMENT NO. 3 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

This Amendment No. 3 to Interlocal Cooperation Agreement for Animal Services (this "Amendment No. 3") is made and entered into as of January 1, 2019, 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.

RECITALS

This Amendment No. 3 is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. In 2016, the Parties entered into an *Interlocal Cooperation Agreement for Animal Services*, which is labeled by the County as Contract No. 2016-234 (the "Agreement"); and
- B. The Parties, through this Amendment No. 3, desire to modify certain terms and/or provisions of the Agreement.

Now, based upon the foregoing, and in consideration of the terms set forth in this Amendment No. 3, the Parties do hereby agree as follows:

1. **Exhibit A of the Agreement is replaced in its entirety with the Exhibit A below:**

EXHIBIT A

The City's 2019 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 2019 Expenditures by Davis County for Animal Care and Control:	Personnel: \$1,915,670.01 Operating: \$312,275.00 Capital Equipment: \$58,100.00 Allocations: + \$135,000.71 Total Expenditures: \$2,421,045.72	
Projected 2019 Revenues of Davis County Animal Care and Control:	Licenses: \$220,000.00 Shelter Fees: \$180,500.00 Surgical Fees: \$42,750.00 Wildlife Fees: \$57,139.25 Donations: + \$11,500.00 Total Revenues: \$511,889.25	
Projected 2019 Expenditures Less Projected 2019 Revenues:		\$2,421,045.72 - \$511,889.25 \$1,909,156.47
Combined Cities' 50% Obligation:		\$1,909,156.47 x 50% 954,578.24
Average of the City's Total Billable Calls for 2017 and 2018:		2,824.00
Average of Combined Cities' Total Billable Calls for 2017 and 2018:		10,766.50
The City's 2018 Usage Rate:		2,824.00 / 10,766.50 26.23%
The City's 2019 Calendar Year Obligation to the County:		\$250,381.18

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 2019 calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services:

Title/Category	Frequency/Amount
The City's Wildlife Calls for 2018:	417
Cost to City for Each Wildlife Call in 2018:	\$25.75
The City's 2019 Calendar Year Obligation to County for Wildlife Calls:	\$10,737.75

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 2019 calendar year obligation to the County for the capital projects fund regarding the Shelter:

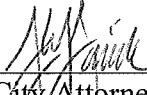
Title/Category	Amount
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2019 Obligation of the Combined Cities:	\$56,200.00
The City's 2018 Usage Rate:	26.23%
The City's 2019 Calendar Year Obligation to the County:	\$14,740.98

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.

2. **Continuing Effect of the Agreement.** Except to the extent specifically modified by this Amendment No. 3, the terms and conditions of the Agreement shall remain in full force and effect.
3. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall have the same force and effect as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 3 to be signed by their duly authorized representatives on the dates indicated below.

DAVIS COUNTY	LAYTON CITY
By: _____ Chair, Board of Davis County Commissioners Date: _____	By: _____ Mayor Date: _____
ATTEST:	ATTEST:
Davis County Clerk/Auditor Date: _____	City Recorder Date: _____
Reviewed and Approved as to Proper Form and Compliance with Applicable Law:	Reviewed and Approved as to Proper Form and Compliance with Applicable Law:
Davis County Attorney's Office Date: _____	 City Attorney Date: Jan 28, 2019

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

Item Number: 5.F.

Subject:

Land Donation Agreement between Layton City and Barlow Corporation, Duncan E. Barlow, Stewart F. Barlow, and Service Mortgage Corporation - Resolution 19-16 - Approximately 2125 East Gordon Avenue to Approximately 2400 East Gordon Avenue

Background:

Barlow Corporation, Duncan E. Barlow, Stewart E. Barlow, and Service Mortgage Corporation (Donors) own or control property at approximately 2125 East Gordon Avenue to approximately 2400 East Gordon Avenue, in Layton City that will be directly affected by the construction and installation of attendant improvements of a roadway. Donors desire to donate approximately 1.502 acres of Donors' property to Layton City for use by the City as a right-of-way for curb, gutter, sidewalk, roadway and utilities.

Alternatives:

Alternatives are to 1) Adopt Resolution 19-16 approving the Land Donation Agreement between Layton City and Barlow Corporation, Duncan E. Barlow, Stewart F. Barlow, and Service Mortgage Corporation; 2) Adopt Resolution 19-16 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 19-16 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 19-16 approving the Land Donation Agreement between Layton City and Barlow Corporation, Duncan E. Barlow, Stewart E. Barlow, and Service Mortgage Corporation and authorize the Mayor to sign the necessary documents.

RESOLUTION 19-16

A RESOLUTION APPROVING THE LAND DONATION AGREEMENT BETWEEN LAYTON CITY AND BARLOW CORPORATION, DUNCAN E. BARLOW, STEWART E. BARLOW, AND SERVICE MORTGAGE CORPORATION

WHEREAS, the parcel of real property that is the subject of this Agreement is situated in Layton City, Davis County, State of Utah and is generally located at approximately 2125 East Gordon Avenue to approximately 2400 East Gordon Avenue, in Layton City, Utah; and

WHEREAS, Barlow Corporation, Duncan E. Barlow, Stewart E. Barlow, and Service Mortgage Corporation (hereinafter "DONORS"), own or control property that will be directly affected by the construction and installation of attendant improvements of a roadway; and

WHEREAS, DONORS desire to donate certain property to Layton City for use by the City as a right-of-way for curb, gutter, sidewalk, roadway and utilities; and

WHEREAS, DONORS agree to donate approximately 1.502 acres of DONORS' property for the uses specified.

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

1. That the agreement entitled "Land Donation Agreement" between Layton City, Utah and Barlow Corporation, Duncan E. Barlow, Stewart E. Barlow, and Service Mortgage Corporation, which is attached hereto and incorporated herein by this reference, be adopted and approved.

2. That the Mayor be authorized to execute and deliver the Land Donation Agreement and the Mayor is authorized to approve the final terms of the Land Donation Agreement.

3. If any provisions of this Resolution (including the exhibits attached hereto) should be held invalid, the invalidity of such provisions shall not affect any of the other provisions of this Resolution or the attachment.

4. All regulations, orders, and resolutions of the City or parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any regulation, order, resolution or ordinance or part thereof.

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

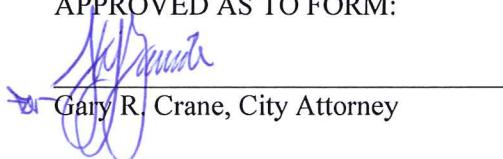
PASSED AND ADOPTED by the City Council of Layton, Utah, this 7th day of February, 2019.

SCOTT FREITAG, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:



Gary R. Crane, City Attorney

LAND DONATION AGREEMENT

Recipient: Layton City Corporation, a municipal corporation
437 North Wasatch Drive
Layton, Utah 84041

Donor: Barlow Corporation
Duncan E. Barlow
Stewart E. Barlow
Service Mortgage Corporation
377 North Main Street
Layton, UT 84041

The parcel of real property that is the subject of this Agreement is situated in Layton City, Davis County, State of Utah and is generally located at approximately 2125 East Gordon Avenue to approximately 2400 East Gordon Avenue, in Layton City, Utah, and more particularly described on the attached Exhibit "A", which is attached hereto and incorporated herein by this reference.

WHEREAS, Layton City (hereinafter "CITY") proposes to Barlow Corporation, Duncan E. Barlow, Stewart E. Barlow, and Service Mortgage Corporation; and

WHEREAS, Barlow Corporation, Duncan E. Barlow, Stewart E. Barlow, and Service Mortgage Corporation (hereinafter "DONORS"), own or control property that will be directly affected by the construction and installation of attendant improvements of a roadway; and

WHEREAS, DONORS desire to donate certain property to Layton City for use by the City as a right-of-way for curb, gutter, sidewalk, roadway and utilities; and

WHEREAS, DONORS agree to donate approximately 1.502 acres of DONORS' property for the uses specified.

THE PARTIES AGREE AS FOLLOWS:

1. **Ownership:** Ownership of the subject property is as follows:

Barlow Corporation – 33.55%
Duncan E. Barlow – 33.55%
Stewart E. Barlow – 8.2%
Service Mortgage Corporation – 44.70%

2. **Valuation of Donation:** The value of this donation shall be established by the DONORS.

3. **Deed:** The property donated has been dedicated to Layton City by dedication plat for the Cottages at Valley View, Phase II Subdivision, recorded with the Davis County Recorder's Office on May 11, 2018.

4. **Closing Date:** This transaction closed on May 11, 2018, the date the plat for the Cottages at Valley View, Phase II Subdivision was recorded with the Davis County Recorder.

5. **Approval:** This donation requires acceptance by the Layton City Council by Resolution. All documents are to have the approval of the City Attorney's Office.

6. **Prorations:** Taxes and assessments shall be prorated as of the date of closing based upon the latest figures available.

7. **Default:** If CITY refuses to proceed with the transaction and complete the contract according to its terms and condition, DONORS shall retain title and recover any actual damage done to the real property. The acceptance thereof by DONORS under this clause shall abdicate and obviate the right of DONORS to further pursue and enforce this contract and to seek and recover further damages, if any, on account of such failure.

8. **Attorney's Fees:** If either party fails to comply with the terms of this agreement, said party shall pay all expenses of enforcing the agreement, or any right arising out of the breach thereof, including reasonable attorney's fees.

9 **Entire Agreement:** The terms of this agreement constitute the entire contract between the parties, and any modifications must be in writing and signed by both parties.

This is a legally binding document. If not understood, seek competent advice.

DATED this _____ day of _____, 20 ____.

LAYTON CITY CORPORATION

SCOTT FREITAG, Mayor

APPROVED AS TO FORM:

ATTEST:


GARY R. CRANE, City Attorney

KIMBERLY S READ, City Recorder

STATE OF UTAH

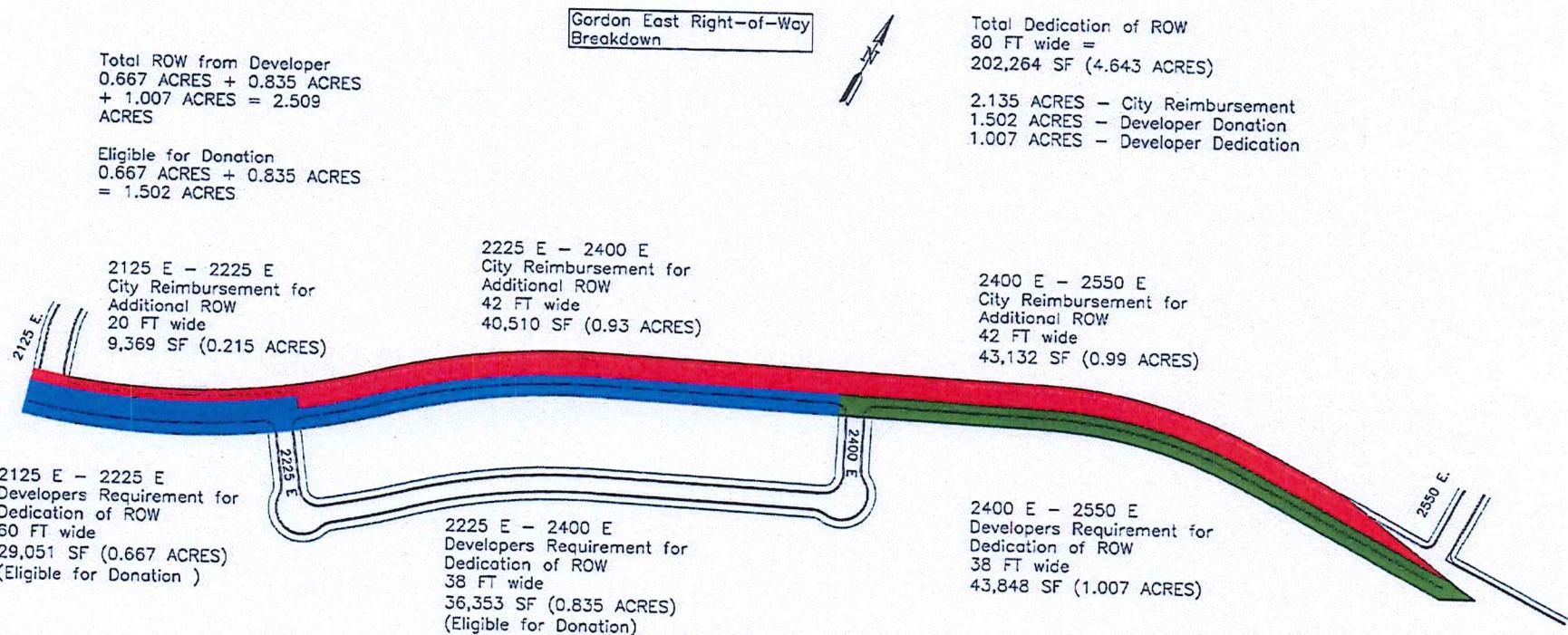
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COUNTY OF DAVIS

On this _____ day of _____, 20 ___, personally appeared before me SCOTT FREITAG, who duly acknowledged to me that he is the Mayor of Layton City, and that the document was signed by him in behalf of the City, and SCOTT FREITAG acknowledged to me the City executed the same.

NOTARY PUBLIC

Exhibit A



LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET

Item Number: 5.G.

Subject:

Approve Exchange Agreement between Layton City and Medical Building LLC - Resolution 19-14 - Approximately 50 West Layton Parkway

Background:

Pursuant to an agreement between Medical Building, LLC (Medical Building) and Layton City, the parties have determined that it is in their best interest to make an exchange of property for improvements as provided in this agreement. The City is the owner of approximately 0.8673 acres (37,781 square feet), more or less, of property located at approximately 50 West Layton Parkway, more particularly identified in the attached description. The City's property is currently part of the City's right-of-way that will not be used by the City and is therefore determined to be a remnant parcel of property and also an insignificant parcel of property as described in Section 2.53.042 Significant Parcel of Property, of the Layton City Code.

The City desires to have a water main pipeline moved from its current location into the City street rather than in the abutting vacant land. The City would have to pay the cost of the relocation of that pipeline inasmuch as it is a system improvement that services the City as a whole. The City and Medical Building have determined that the value of the improvements required for the moving and construction of the pipeline are roughly proportional to the value of the remnant parcel of the City's property. The City and Medical Building desire to exchange, without further consideration, the improvements for the City property. The Parties desire to enter into this Agreement to facilitate an equitable exchange of these two items.

Alternatives:

Alternatives are to 1) Adopt Resolution 19-14 approving the Exchange Agreement between Layton City and Medical Building LLC; 2) Adopt Resolution 19-14 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 19-14 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 19-14 approving the Exchange Agreement between Layton City and Medical Building LLC and authorize the Mayor to sign the necessary documents.

RESOLUTION 19-14

**A RESOLUTION APPROVING AN EXCHANGE AGREEMENT BETWEEN
LAYTON CITY AND MEDICAL BUILDING, LLC**

WHEREAS, pursuant to an agreement between Medical Building, LLC (Medical Building) and Layton City (City), the parties have determined that it is in their best interest to make an exchange of property for improvements as provided in this agreement; and

WHEREAS, the City is the owner of approximately 0.8673 acres (37,781 square feet), more or less, of property located at approximately 50 West Layton Parkway, more particularly identified in the attached description; and

WHEREAS, the City's property is currently part of the City's right-of-way that will not be used by the City and is therefore determined to be a remnant parcel of property and also an insignificant parcel of property as described in Section 2.53.042 Significant Parcel of Property, of the Layton City Code; and

WHEREAS, the City desires to have a water main pipeline moved from its current location into the City street rather than in the abutting vacant land. The City would have to pay the cost of the relocation of that pipeline inasmuch as it is a system improvement that services the City as a whole; and

WHEREAS, the City and Medical Building have determined that the value of the improvements required for the moving and construction of the pipeline are roughly proportional to the value of the remnant parcel of the City's property; and

WHEREAS, the City and Medical Building desire to exchange, without further consideration, the improvements for the City property; and

WHEREAS, the Parties desire to enter into this Agreement to facilitate an equitable exchange of these two items.

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

1. That the agreement entitled "EXCHANGE AGREEMENT BETWEEN LAYTON CITY AND MEDICAL BUILDING, LLC" (Exchange Agreement) between Layton City, Utah and Medical Building, LLC, which is attached hereto and incorporated herein by this reference, be adopted and approved.

2. That the Mayor be authorized to execute and deliver the Exchange Agreement and the Mayor is authorized to approve the final terms of the Exchange Agreement.

3. If any provisions of this Resolution (including the exhibits attached hereto) should be held invalid, the invalidity of such provisions shall not affect any of the other provisions of this Resolution or the attachment.

4. All regulations, orders, and resolutions of the City or parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any regulation, order, resolution or ordinance or part thereof.

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

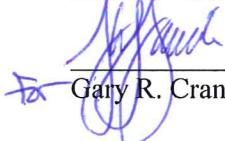
PASSED AND ADOPTED by the City Council of Layton, Utah, this day of February, 2019.

SCOTT FREITAG, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:



Gary R. Crane, City Attorney

EXCHANGE AGREEMENT BETWEEN LAYTON CITY AND MEDICAL BUILDING, LLC

City: Layton City Corporation
437 North Wasatch Drive
Layton, Utah 84041

Owners: Medical Building, LLC
2121 N 1700 W
Layton, UT 84041

This Agreement between Layton City, (hereinafter referred to as "the City") and Medical Building, LLC, (hereinafter referred to as "Medical Building") is entered into this _____ day of _____, 2019.

WHEREAS, pursuant to an agreement between Medical Building and Layton City, the parties have determined that it is in their best interest to make an exchange of property for improvements as provided in this agreement; and

WHEREAS, the City is the owner of approximately 0.8673 acres (37,781 square feet), more or less, of property located at approximately 50 West Layton Parkway, more particularly identified in the attached description; and

WHEREAS, the City's property is currently part of the City's right-of-way that will not be used by the City and is therefore determined to be a remnant parcel of property and also an insignificant parcel of property as described in Section 2.53.042 Significant Parcel of Property, of the Layton City Code; and

WHEREAS, the City desires to have a water main pipeline moved from its current location into the City street rather than in the abutting vacant land. The City would have to pay the cost of the relocation of that pipeline inasmuch as it is a system improvement that services the City as a whole; and

WHEREAS, the City and Medical Building have determined that the value of the improvements required for the moving and construction of the pipeline are roughly proportional to the value of the remnant parcel of the City's property; and

WHEREAS, the City and Medical Building desire to exchange, without further consideration, the improvements for the City property; and

WHEREAS, the Parties desire to enter into this Agreement to facilitate an equitable exchange of these two items.

NOW, THEREFORE, CITY AND MEDICAL BUILDING AGREE AS FOLLOWS:

1. **Exchange:** Medical Building agrees to pay the cost of removing and reconstructing a water pipeline as indicated in the drawing (Exhibit A) that is attached hereto and incorporated herein by this reference.

2. **Exchange:** City agrees to convey and Medical Building agrees to accept said conveyance of certain real property located at approximately 50 West Layton Parkway in Layton City, Davis County, State of Utah, which property is more particularly described in the drawing attached hereto (Exhibit B) and incorporated herein by this reference. This drawing shows an approximate location for the pipe that may be further refined as the project goes through site plan design and approval.

3. **Deed Provision:** A Quit Claim Deed shall be made out to Medical Building, LLC with title vested as follows: Medical Building, LLC.

4. **Approval:** This exchange requires approval by the Layton City Council. All documents are to have the approval of the City Attorney's office.

5. **No Further Consideration:** The parties jointly agree that there is fair and adequate consideration underlying this agreement and that no further consideration shall be required by or from either party.

6. **Representations:** Medical Building declares that the property received from the City has been personally inspected and the same is being accepted upon personal examination and judgement and not through any representation made by the City, as to location, value, future value, income therefrom, type or condition of improvements or construction, production, allowed usages, or zoning. Medical Building hereby accepts the property "as is" unless otherwise noted.

7. **Attorney's Fees:** If either Party fails to comply with the terms of this Agreement, said Party shall pay all expenses of enforcing the Agreement, or any right arising out of the breach thereof, including reasonable attorney's fees.

8. **Entire Agreement:** The terms of this Agreement constitute the entire preliminary contract between the Parties, and any modifications must be in writing and signed by both Parties.

9. **Successors and Assigns:** This Agreement is binding upon all heirs, purchasers, and any other current and subsequent holders or owners of interest in the subject properties, and each Party shall provide the necessary disclosure of this Agreement to said Parties.

This is a legally binding document. If not understood, seek competent advice.

SCOTT FREITAG, Mayor

ATTEST

KIM READ, City Recorder

APPROVED AS TO FORM:

Gary R. Crane, City Attorney

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2019, personally appeared before me SCOTT FREITAG who duly acknowledged to me that he is the MAYOR of LAYTON CITY, and that the document was signed by him in behalf of said corporation, and SCOTT FREITAG acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

MEDICAL BUILDING, LLC

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

STATE OF _____)
:ss
COUNTY OF _____)

On this _____ day of _____, 2019, personally appeared before me Michael Beus, Robert Mellor, and Michael Martineau who being by me duly sworn did say that they are the Managers of MEDICAL BUILDING, LLC, a limited liability corporation, and that MEDICAL BUILDING, LLC is the legal property owner of record of the property subject to this Exchange Agreement and that the foregoing Exchange Agreement was signed in behalf of said corporation/partnership by authority of its Board of Directors/by-laws, and he/she acknowledged to me that said corporation/partnership executed the same.

Notary Public

The following are the specific requirements for the relocation of the water line:

1. All work shall conform to Layton City Standards and Guidelines.
2. The bury depth for the relocated 12" will need to remain between 4' and 7'.
3. The relocated 12" cannot be installed under any walls or structures.
4. Any public main remaining on the property will need to have drivable surface with 24/7 access.
5. Any pipe located in the slope will need to have restrain bells, i.e. locking pipe or locking gaskets.
6. An air-vacuum relief station will be required at the high point. The air-vac will need to meet standard ST-WL-17 with placement in the park strip.
7. A new valve will need to be located in Layton Parkway just west of the air-vac to provide the ability to isolate the line in the slope.
8. The relocated 12" will need to connect to the existing 12" in Layton Parkway for placement approximately south of the north lip of curb.
9. The connection at the toe of the slope will need to be a cross, a tee, or 2 – 45 degree bends. A 90 degree bend will not be allowed.
10. The 12" will need to be relocated prior to the start of construction within the project.

This list may not be inclusive and additional requirements may be required based on a site plan review and/or field conditions.



Exhibit A



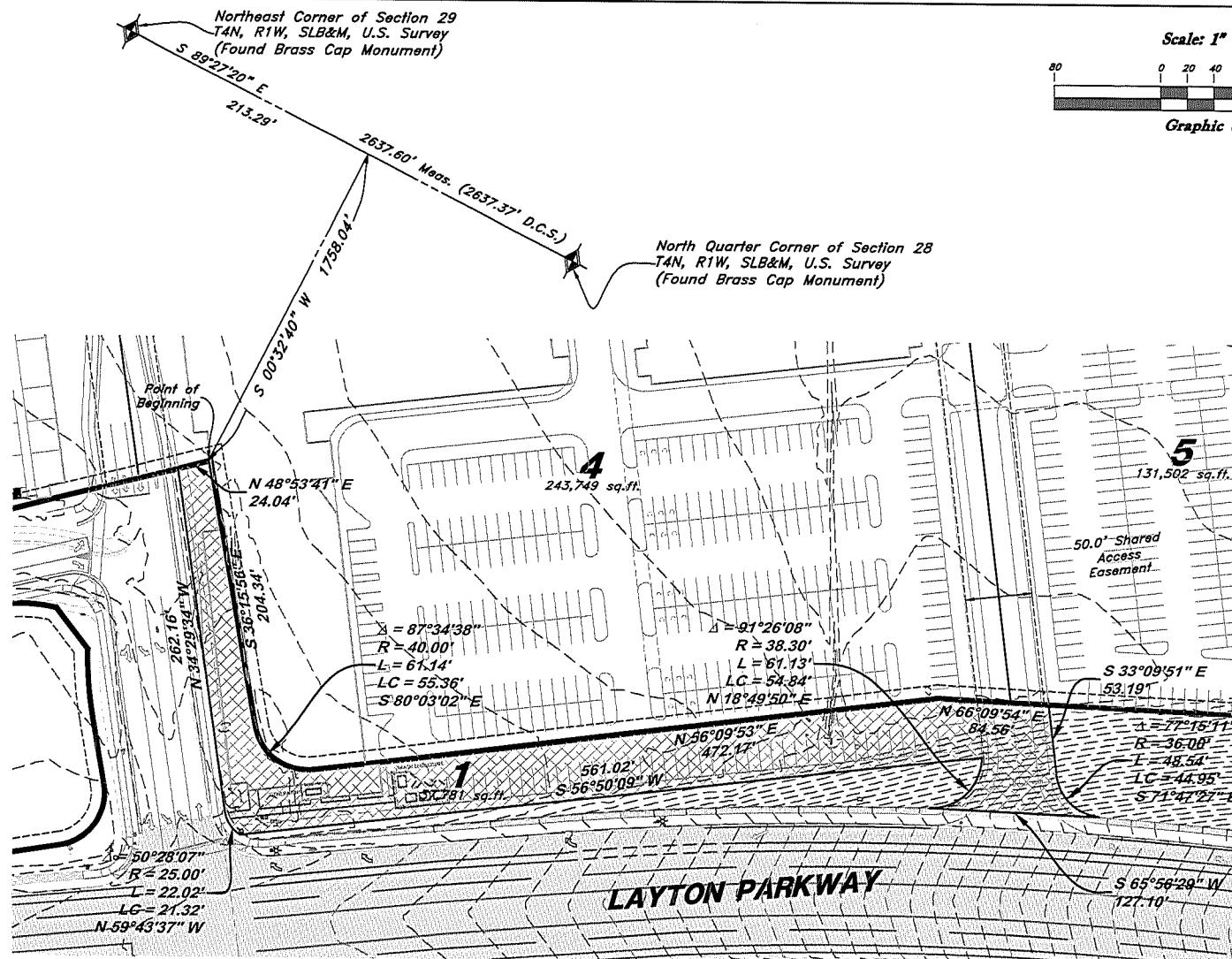
January 9, 2019

Layton Parkway Excess Parcel Boundary Description

A part of the Northwest Quarter of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian:

Beginning at a point which is 213.29 feet South 89°27'20" East along the North line of Section 28, (Note: Layton City calculates South 89°26'59" East and Layton Parkway Deed [Davis County Recorder Entry #3010643, in book 6731 at page 478] calls South 89°06'21" East); and 1,758.04 feet South 00°32'40" West from the Northwest corner of said Section 28; and running four (4) courses along the Easterly and Northerly lines of said Layton Parkway as follows: (1) South 36°15'56" East 204.34 feet to a point of non-tangent curvature of which the radius point lies North 53°44'17" East; (2) Easterly along the arc of a 40.00 foot radius curve to the left a distance of 61.14 feet (Central Angle equals 87°34'38", and Long Chord bears South 80°03'02" East 55.36 feet); (3) North 56°09'53" East 472.17 feet; and (4) North 66°09'54" East 84.56 feet; thence South 33°09'51" East 53.19 feet to a point of curvature; thence Easterly along the arc of a 36.00 foot radius curve to the left a distance of 48.54 feet (Central Angle equals 77°15'11", and Long Chord bears South 71°47'27" East 44.95 feet); thence South 65°56'29" West 127.10 feet to a point of non-tangent curvature of which the radius point lies North 25°27'06" West; thence Northerly along the arc of a 38.30 foot radius curve to the left a distance of 61.13 feet (Central Angle equals 91°26'08", and Long Chord bears North 18°49'50" East 54.84 feet); thence South 56°50'09" West 561.02 feet to a point of non-tangent curvature of which the radius point lies North 05°02'19" East; thence Northwesterly along the arc of a 25.00 foot radius curve to the right a distance of 22.02 feet (Central Angle equals 50°28'07", and Long Chord bears North 59°43'37" West 21.32 feet); thence North 34°29'34" West 262.16 feet; thence North 48°53'41" East 24.04 feet to the POINT OF BEGINNING.

Containing 37,781 square feet
or 0.8673 acres, more or less.



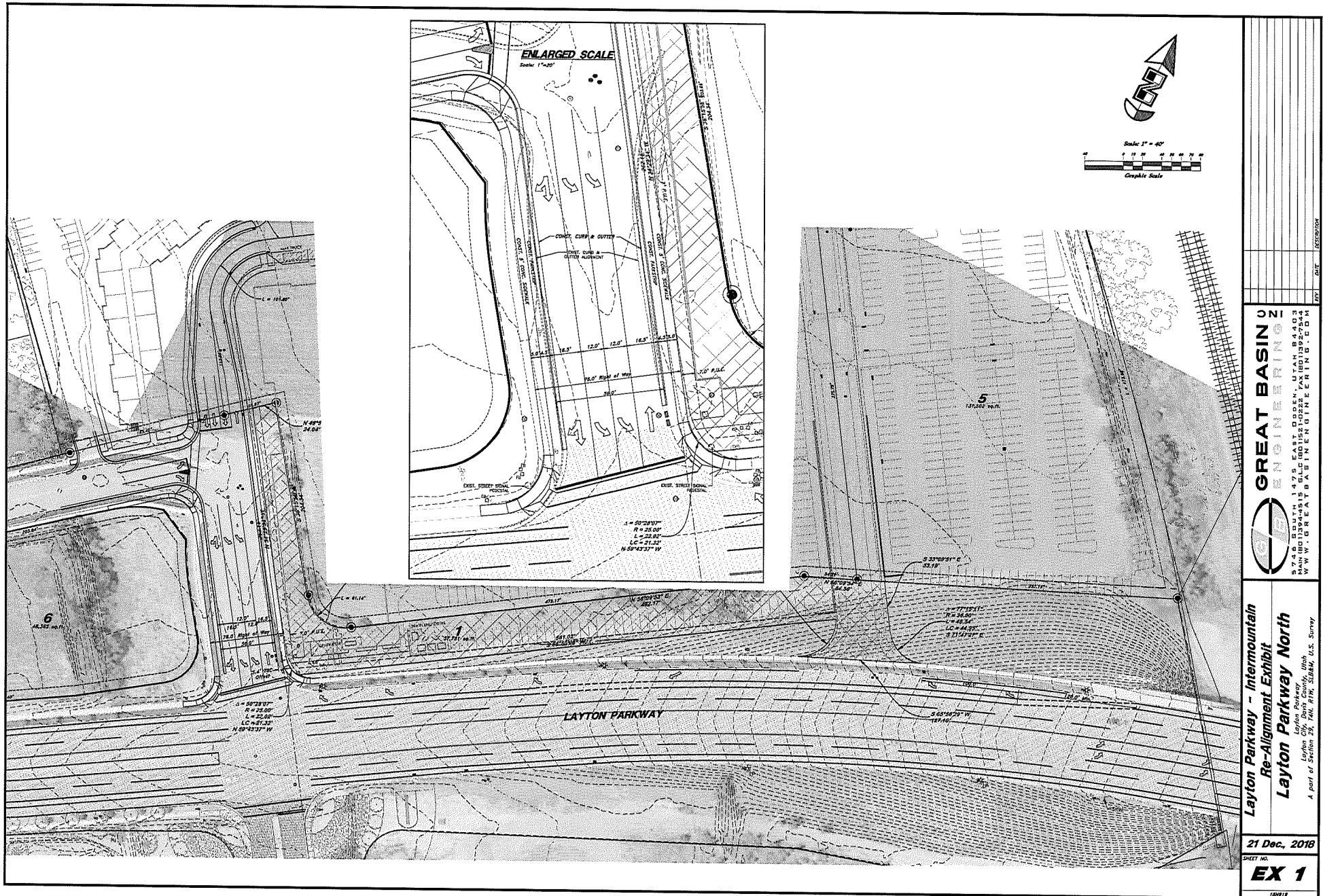
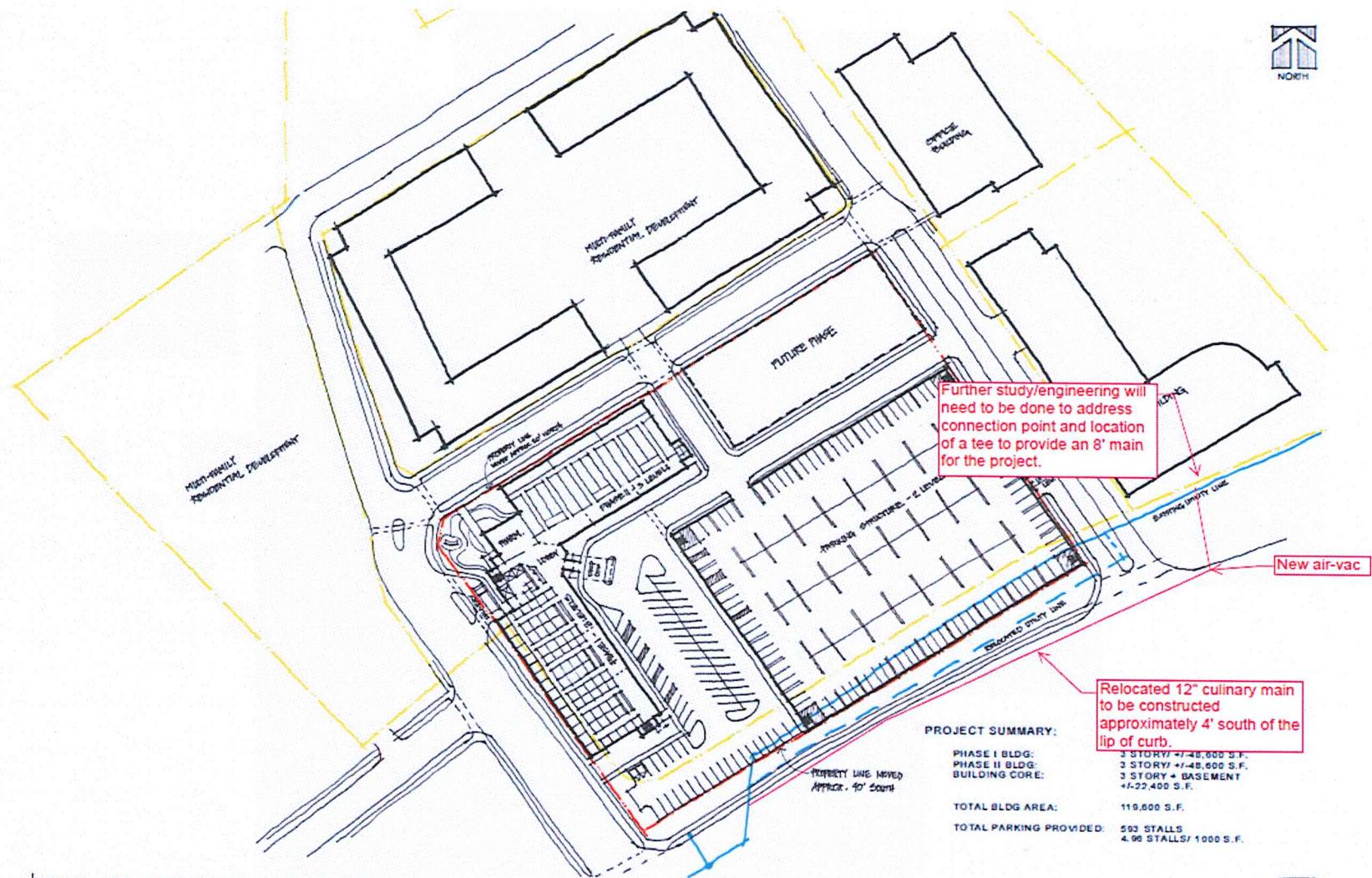


Exhibit B



TANNER CLINIC, LAYTON, UTAH

MASTER PLAN

02.26.2018



Mail filed copy to:

Layton City
437 North Wasatch Drive
Layton, Utah 84041

QUIT-CLAIM DEED

LAYTON CITY CORPORATION, by its duly appointed City Council, GRANTOR, of 437 North Wasatch Drive, Layton, County of Davis, State of Utah, hereby **QUIT-CLAIMS** to the **MEDICAL BUILDING, LLC**, GRANTEE, of 2121 North 1700 West, Layton, County of Davis, State of Utah, the following described tract of land in Davis County, State of Utah:

Any interest in the following described property:

A part of the Northwest Quarter of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian:

Beginning at a point which is 213.29 feet South $89^{\circ}27'20''$ East along the North line of Section 28, (Note: Layton City calculates South $89^{\circ}26'59''$ East and Layton Parkway Deed [Davis County Recorder Entry #3010643, in book 6731 at page 478] calls South $89^{\circ}06'21''$ East); and 1,758.04 feet South $00^{\circ}32'40''$ West from the Northwest corner of said Section 28; and running four (4) courses along the Easterly and Northerly lines of said Layton Parkway as follows: (1) South $36^{\circ}15'56''$ East 204.34 feet to a point of non-tangent curvature of which the radius point lies North $53^{\circ}44'17''$ East; (2) Easterly along the arc of a 40.00 foot radius curve to the left a distance of 61.14 feet (Central Angle equals $87^{\circ}34'38''$, and Long Chord bears South $80^{\circ}03'02''$ East 55.36 feet); (3) North $56^{\circ}09'53''$ East 472.17 feet; and (4) North $66^{\circ}09'54''$ East 84.56 feet; thence South $33^{\circ}09'51''$ East 53.19 feet to a point of curvature; thence Easterly along the arc of a 36.00 foot radius curve to the left a distance of 48.54 feet (Central Angle equals $77^{\circ}15'11''$, and Long Chord bears South $71^{\circ}47'27''$ East 44.95 feet); thence South $65^{\circ}56'29''$ West 127.10 feet to a point of non-tangent curvature of which the radius point lies North $25^{\circ}27'06''$ West; thence Northerly along the arc of a 38.30 foot radius curve to the left a distance of 61.13 feet (Central Angle equals $91^{\circ}26'08''$, and Long Chord bears North $18^{\circ}49'50''$ East 54.84 feet); thence South $56^{\circ}50'09''$ West 561.02 feet to a point of non-tangent curvature of which the radius point lies North $05^{\circ}02'19''$ East; thence Northwesterly along the arc of a 25.00 foot radius curve to the right a distance of 22.02 feet (Central Angle equals $50^{\circ}28'07''$, and Long Chord bears North $59^{\circ}43'37''$ West 21.32 feet); thence North $34^{\circ}29'34''$ West 262.16 feet; thence North $48^{\circ}53'41''$ East 24.04 feet to the POINT OF BEGINNING.

Containing 37,781 square feet or 0.8673 acres, more or less.

WITNESS the hand of said Grantor(s), this _____ day of _____, 2019.

GRANTOR

SCOTT FREITAG, Mayor

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2019, personally appeared before me SCOTT FREITAG, who duly acknowledged to me that he is the MAYOR of LAYTON CITY, and that the document was signed by him in behalf of said corporation, and SCOTT FREITAG acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

ATTEST:

KIMBERLY READ, City Recorder

APPROVED AS TO FORM
BY John Smith 1/31/2019

LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET

Item Number: 6.A.

Subject:

Community Development Block Grant Annual Action Plan for Fiscal Year 2019-2020

Background:

As an entitlement Grantee of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG), Layton City is required to develop an Annual Action Plan (Plan). The Plan outlines how the City will allocate its allotment of CDBG funds during the upcoming Program Year, July 1, 2019 to June 30, 2020. HUD regulations require two public hearings during the preparation of the Plan.

This is the first public hearing which is being held to gather information from the public concerning the needs within Layton City. Community organizations may present requests for assistance with their operational costs. There is no action required on this item. The finalized Plan will be presented to the Council in May.

Alternatives:

N/A

Recommendation:

N/A



February 7, 2019

Community Development Block Grant Annual Action Plan Public Hearing



Community & Economic Development Department

Community Development Block Grant (CDBG)

- Administered by the U.S. Department of Housing and Urban Development (HUD)
- Eligible activities can include:
 - Public services – e.g. Open Doors, Safe Harbor, etc.
 - Infrastructure
 - Housing
 - Economic development
- Activities must benefit low-and moderate-income.
Moderate Income = \$62,500 gross for household of 4.
- Layton City is an “entitlement community.” Formula allocation – need, poverty, population, housing, etc.



CDBG Plan

Annual Action Plan

- Covers the program year of July 1, 2019 to June 30, 2020.
- Outlines how the City will allocate its allotment of CDBG funds during the upcoming program year.



Public Hearings

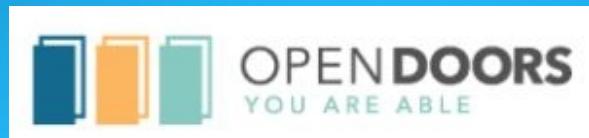
- Two are required
- 1st hearing is to gather information from the public concerning needs within the City.
- 2nd hearing is to gather input from the public concerning the proposed projects in the plan(s)



CDBG Activities



Subrecipients



Annual CDBG Allocation

2014
\$307,476

2015
\$334,178

2016
\$341,232

2017
\$339,085

2018
\$412,808



2018-19 CDBG Activities & Funding - \$412,808

Program	Amount Funded
• Administration & Planning (20% cap):	\$74,580
• Historic Downtown Infrastructure:	\$84,228
• Homebuyer Assistance:	\$67,500
• Emergency Home Repair/Rehab:	\$45,000
• DSD Home Acquisition & Improvements:	\$80,000
• Public Service Sub-grants (15% cap):	\$61,500
• Open Doors (Family Connection Center): \$3,300 for Motel Vouchers	\$28,500
• Safe Harbor:	\$17,000
• Layton Community Action Council:	\$12,000
• Lantern House:	\$4,000



CDBG Public Hearing



Community & Economic Development Department