

**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 p.m. on November 21, 2013.**

AGENDA ITEMS:

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- 1. CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITION, APPROVAL OF MINUTES:**
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- 2. MUNICIPAL EVENT ANNOUNCEMENTS:**

- 3. VERBAL PETITIONS AND PRESENTATIONS:**

- 4. 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. Audit and Financial Reports – Fiscal Year Ended June 30, 201321
 - B. Proposal Award – Bowen, Collins & Associates Inc. – Project 13-45 – Professional Engineering Services22
for the Sanitary Sewer Master and Management Plans – Resolution 13-58

- 5. PUBLIC HEARINGS:**
 - A. Development Agreement and Rezone Request – Green and Green – R-S (Residential Suburban) to38
PB (Professional Office) – Resolution 13-35 and Ordinance 13-18 – 836 South Angel Street

- 6. PLANNING COMMISSION RECOMMENDATIONS:**

- 7. NEW BUSINESS:**

- 8. UNFINISHED BUSINESS:**

- 9. SPECIAL REPORTS:**

- 10. CITIZEN COMMENTS:**

ADJOURN:

Notice is hereby given that:

- A Work Meeting will be held at 5:30 p.m. to discuss miscellaneous matters.
- In the event of an absence of a full quorum, agenda items will be continued to the next regularly scheduled meeting.
- This meeting may involve the use of electronic communications for some of the members of this public body. The anchor location for the meeting shall be the Layton City Council Chambers, 437 North Wasatch Drive, Layton City. Members at remote locations may be connected to the meeting telephonically.
- By motion of the Layton City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed meeting for any of the purposes identified in that chapter.

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.

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

OCTOBER 17, 2013; 5:42 P.M.

**MAYOR AND COUNCILMEMBERS
PRESENT:**

**MAYOR J. STEPHEN CURTIS, MICHAEL
BOUWHUIS, JOYCE BROWN, BARRY FLITTON,
JORY FRANCIS AND SCOTT FREITAG**

STAFF PRESENT:

**ALEX JENSEN, GARY CRANE, STEVE GARSIDE,
TERRY COBURN, JAMES (WOODY)
WOODRUFF, BILL WRIGHT AND THIEDA
WELLMAN**

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

Mayor Pro Tem Francis opened the meeting and turned the time over to Alex Jensen, City Manager. Councilmember Bouwhuis gave the invocation and Councilmember Brown led the Pledge of Allegiance.

AGENDA:

PRESENTATION: UDOT – HIGHWAY 89 AND ANTELOPE DRIVE IMPROVEMENTS

Mr. Patrick Cowley, representing Utah Department of Transportation (UDOT), said from a recent open house held by UDOT, there were many great comments and concerns expressed by the citizens. He indicated that UDOT's main goals with completing the Antelope Drive connection to Highway 89 included connectivity, mobility and safety. Mr. Cowley reviewed benefits they hoped to gain with the project. He indicated that the main concerns expressed at the open house were with traffic on Antelope Drive and with the frontage road connection.

Mr. Cowley gave a brief history of the project and indicated that a study completed in 1996 included connections to Highway 89 at Antelope Drive, Gordon Avenue and Highway 193. He said the project would provide greater east/west access in the City. Mr. Cowley said this project was not the final build-out of the corridor; eventually there would be three lanes each way with limited access, and a frontage road system that would preserve the integrity of the expressway.

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Mr. Cowley said a traffic study was completed on the Antelope Drive connection, and the frontage road connection to Antelope Drive. He said the study took into consideration a 4-way stop, a roundabout, and a 2-way stop at the frontage road; the 2-way stop provided the best traffic flow. Mr. Cowley said they anticipated that traffic patterns would change in the area. He explained the anticipated traffic patterns once the connection was made, and he explained the lights that were planned on Highway 193. Mr. Cowley said they would continue to monitor intersections for warrant of signals.

Councilmember Freitag arrived at 5:57p.m.

Mr. Cowley said they always looked at accommodating pedestrians and cyclists. He said they didn't encourage cyclists on Highway 89 because of the speeds. Mr. Cowley said there would be bike striping along the frontage road and Antelope Drive, and sidewalks on the frontage road.

Mr. Cowley explained safety issues associated with having UTA bus stops on Highway 89. He said there was a proposed Park and Ride lot adjacent to the frontage road north of Antelope Drive. Mr. Cowley indicated that noise walls were not part of the project, but they would be considered if noise levels were sufficient to warrant them. He indicated that UDOT had purchased a number of properties along the corridor.

Mayor Curtis arrived at 6:00 p.m.

Councilmember Bouwhuis asked what the size of the Park and Ride would be.

Mr. Cowley said 140 stalls.

Councilmember Bouwhuis asked how the buses would access the lot.

Mr. Cowley said they were looking at a couple of options. He indicated that it would be a fairly small lot, and there would probably be a pull-over lane for the buses on the frontage road, and they were looking at a roundabout north of the Park and Ride lot, on the frontage road, that would allow the buses to make a u-turn and get back onto Highway 89 from the Antelope Drive connection.

Councilmember Bouwhuis mentioned the stacking capacity between the frontage road and Highway 89

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on Antelope Drive.

Mr. Cowley said it was just over 250 feet. He said they liked to get frontage roads as far away as possible. Mr. Cowley said for the traffic study, the a.m. peak values were the driving factor. He said there would be a free right, or no stop condition, for southbound traffic to help relieve stacking issues; stacking with the free right was down to 125 feet during peak travel times. Mr. Cowley said they didn't anticipate the intersection would have a stacking problem.

Councilmember Bouwhuis asked if they considered moving the frontage road intersection to the west.

Mr. Cowley said they did consider that; the problem was traveling north and south on the frontage road with topography issues. He said the cost was substantially higher even moving the road 50 feet to the west.

Councilmember Bouwhuis asked Mr. Cowley to speak to icy road conditions and the slope of the road. He said he recently drove that area and it appeared that the grade was about 6 to 7%.

Mr. Cowley said that would be generous; the grade was much higher. He said it was important to have a more level condition at intersections. He said the grade in some areas was as high as 10%. Mr. Cowley said further west on Antelope Drive the grade was as high as 12% in some areas. He said the approach to the frontage road, and continuing east to the connection to Highway 89 flattened out considerably; the areas where cars would be stopping were 5% or less.

Becky Laduka, 2279 Oak Forest Drive, said there was a 4-way stop sign at Antelope Drive and Oak Forest Drive. With increased traffic, was there any plan of modifying that intersection, or changing it to a 2-way stop?

James (Woody) Woodruff, City Engineer, said those questions would be addressed a little later.

Councilmember Brown said right now they were addressing UDOT's portion of the road. The City Engineer would address questions about the City's portion of the road a little later.

Ms. Laduka expressed concerns with the modeling that was shown at the earlier UDOT meeting, and

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there being no cars shown coming into the area, only cars leaving the area.

Mr. Cowley said that modeling was for the a.m. peak travel time.

Mayor Curtis asked that UDOT be allowed to finish their presentation and then the meeting would be opened for questions.

Gary Crane, City Attorney, arrived at 6:12 p.m.

Councilmember Brown asked if UDOT took into account the traffic that would be coming into the area during the a.m. peak travel times.

Mr. Cowley said they used actual traffic count information, and increased those counts by 30%, before they were put in the model. He said all the traffic was taken into account. Mr. Cowley said their website would be up tomorrow and would contain the traffic counts. He said residents could review that information online.

Councilmember Brown said with the counts, they took into consideration current traffic counts, plus added 30%. She said residents had mentioned that there would be more homes coming to the area, and they were concerned that those homes were not taken into consideration with the traffic modeling.

Mr. Cowley said in addition to the 30% increase, in the years 2015 to 2040, they added ½% growth every year. He said they considered how the road would function to 2040.

Councilmember Bouwhuis asked Mr. Cowley to explain how and when they counted traffic.

Councilmember Brown said another concern of the public was if sound walls were being considered.

Mr. Cowley said at this time they had not considered sound walls. He said UDOT had a noise policy and a sound wall would be considered as part of the project if the study indicated that it was needed.

Councilmember Brown asked if that study would be continued after the project was completed.

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Mr. Cowley said the study would take current levels and look at the configuration, and then add factors to that. He said typically sound walls were part of the project if they were needed, based on the study.

Charles Allen indicated that he was a Traffic Engineer with InterPlan, which was a traffic and transportation engineering firm working with UDOT. He said they collected traffic data by having staff come out and actually tally the vehicles coming into and out of driveways and the direction the cars turned. That traffic was inputted into the traffic simulation model, which produced the results of how congested the intersections would be, and how the traffic would stack.

Councilmember Bouwhuis asked what hours of the day they conducted the study.

Mr. Allen said they collected data from both the morning and evening rush hours, which were typically the two busiest hours of the day.

Councilmember Bouwhuis asked if that was 7 to 9 in the morning and 5 to 7 in the evening.

Mr. Allen said typically the morning rush was 7 to 9 and the afternoon rush was 4 to 6.

Michele Smith, 2252 North 2550 East, asked what days of the week the studies were conducted.

Mr. Allen said traffic data was typically taken during the middle of the week; these were done on a Wednesday and a Thursday.

Ms. Smith asked what month they were taken; was school in session.

Mr. Allen said it was done during June.

Ms. Smith said it wouldn't have included any school traffic or school buses.

Keith Sisney, 2511 East 2550 North, asked if everyone was remembering that Antelope Drive was being connected to Highway 89 to allow for additional traffic from other communities. He questioned whether the model was valid even with the 30% increase.

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Charles Allen said they used the Regional Travel Demand Model, which was a transportation model that encompassed the four urban counties along the Wasatch Front. He said that model took into account the population and employment of the area and allowed them to make those kinds of determinations. Mr. Allen said the 34% increase came from that Regional Travel Demand Model, which included all of the cities and towns from Spanish Fork to North Ogden.

Councilmember Bouwhuis said the estimated 30% increase was not an arbitrary number; it was based on that report.

Mr. Allen said that was correct.

Gary Barker, 2890 East 2500 North, said they heard the study was done two days a week in the summer. He suggested installing counters on Highway 89 and all of the 7 intersections that would be closed, and run those counters for an entire week. Mr. Barker said UDOT should rely on actual traffic counts instead of models. He indicated that this evening between the hours of 3 and 5 p.m. there were as many as 7 cars stacked up on Sunset Drive waiting to turn left onto Highway 89.

Councilmember Brown said she assumed that the light on Sunset Drive was timed for the traffic there, and she assumed that the light at Antelope Drive would be timed differently because of the amount of traffic that would be there. She asked how that would work.

Charles Allen said that was correct; they worked closely with UDOT traffic engineers to figure out a timing plan that would likely be implemented at this location. He said logically, if there was more traffic there would be more green time to the traffic coming off of Antelope Drive.

Councilmember Brown said she assumed that Ms. Smith was concerned with the traffic for Adams Elementary; she asked what the boundaries were for the school and where she was specifically concerned.

Michele Smith identified Skyview Drive on the map, the location of Adams Elementary, and the school boundaries. She said they were concerned with getting the children out of the school in the event of an emergency. Ms. Smith again expressed concerns with closing 7 accesses to Highway 89 and only having the Antelope Drive connection. She suggested that the Sunset Drive access be left open.

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Daniel Baxter, 2842 Skyview Drive, expressed concerns with the Park and Ride that was being proposed, and the additional traffic.

Rich Charca, 2556 East 2250 North, said the traffic model seemed flawed; an additional 30% in traffic was not high enough. He said with an additional 140 cars for a Park and Ride and UTA buses on the frontage road, making a left turn out of that area made no sense. Mr. Charca said a 4-way stop should be maintained at Oak Forest Drive or residents would never be able to access Antelope Drive.

Becky Laduka again expressed concerns with the Oak Forest Drive connection and additional traffic. She again suggested that Sunset Drive be left open.

Michele Smith said there was a Park and Ride in South Weber; she asked if that location had met capacity. She asked when the Park and Ride was added to the plan. Ms. Smith reiterated her concerns expressed at the earlier meeting about this project moving from a 20 year plan to a 1 year plan.

Mr. Cowley said there were a number of traffic related issues that Mr. Allen could address relative to combining accesses. He said as far as the Park and Ride was concerned, one of UDOT's goals was greater mobility and multi-modal transportation. Mr. Cowley said in conjunction with their partners, they tried to address needs as far as bicycles, buses and pedestrians. He said as early as he could remember, discussion suggested that a Park and Ride at this location would help with those goals. Mr. Crowley said bus stops on Highway 89 created numerous safety hazards. He said the plan for many, many years had been to make this a grade separated facility, which in essence eliminated all accesses except planned accesses, including Highway 193, Antelope Drive and Gordon Avenue.

Councilmember Flitton said it seemed a little subjective as to where the Park and Ride could be located. If people were going to drive to a Park and Ride, it could be placed in a more conducive location than this location. He said logic would tell him that a Park and Ride in this area would add enough traffic that it would not be logical at this point.

Mr. Cowley said relative to the functioning nature of the intersection, they did take into account the traffic from the Park and Ride, including bus traffic. He said UTA currently had Park and Ride sites at 200 North in Fruit Heights, and at South Weber Drive. Mr. Cowley said the idea was to eliminate stops in between, as much as possible, to accommodate this area with bus stops that were more convenient and

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safer.

Michele Smith said the Park and Ride was not conducive with the family feel of the area. She said UDOT had purchased many homes along the corridor, and she understood that the intent was to rent those properties. Ms. Smith said they would rather see those homes sold as soon as possible; they didn't want a high rental area.

Mr. Gary Barker said he wondered about the study for the Park and Ride; how many bus stops were on Highway 89 from South Weber to the one at 200 North.

Charles Allen said the last thing they wanted to do was build an intersection that didn't function properly. He said they looked at existing traffic volumes from all the connections, increased that by 34%, included 150 cars for the Park and Ride with an additional 50 drop offs, and included additional growth through 2040. Mr. Allen said with all of that traffic added together, they were able to achieve a good level of service, and the cuing didn't back into the frontage road intersection. He said they tried to take a very conservative approach and they had taken steps to make sure it worked, such as the free right turn lane.

Mayor Curtis asked how many bus stops were currently on Highway 89.

Mr. Cowley said there were 2 on the east side and 1 on the west side that would be eliminated.

Mr. Cowley said relative to the properties that were purchased; properties were purchased under the Corridor Preservation Act. He said to be fiscally responsible, they purchased them as they went along instead of all at one time. Mr. Cowley said as far as selling the properties back; when they no longer anticipated a need for the property, they were surplus and sold back. He said in this area, when the full build-out had not been completed, they would not be good stewards of taxpayer dollars to sell that property at this time.

Councilmember Bouwhuis said Ms. Smith had asked the question the other night about how a project that was on a UDOT 20-year cycle, moved up to a 1 year plan.

Mr. Cowley said all projects of this nature that were funded went through the Transportation Commission. He said with it being 17 years since the environmental document was signed, they

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constantly looked at projects or properties that could keep that document valid. Mr. Cowley said he didn't have the information about how it was determined to do this project at this time, but there was a house bill with funding and it went before the Transportation Commission. This project was identified as one to be designed and constructed.

Councilmember Brown said she understood that this project had been out there for 20 years. She said when it was first looked at, it was 20 years ago. Even if the case was that it had been on the 20 year plan, it had been there for 20 years.

Tim McKinney, 2586 E. Antelope Drive, asked if this was designed over the 20 year period or was it designed in the last 6 months. He asked if they were aware of the school bus stop at the Oak Forest Drive/Antelope Drive intersection. Mr. McKinney said he was concerned about the location of that school bus stop with additional traffic. He expressed concerns with icy roads and the topography of Antelope Drive. Mr. McKinney asked if they typically put Park and Ride lots in residential areas.

Mr. Cowley said the project wasn't designed over 20 years. He said their process typically took a year to complete.

Mr. McKinney asked if they looked at traffic patterns over the 20 years to see what the increase had been.

Mr. Cowley said the historic use was factored into the traffic demand model. He said they did not look at the specifics of Oak Forest and Antelope Drive. He said they were working very closely with Layton City's Engineer relative to stop signs and bus stops in this area. Mr. Cowley said Mr. Woodruff would address those issues. He said Oak Forest Drive was beyond the scope of the project.

Mr. McKinney asked how long the plan would last; did it get the City to 2020, 2030 or 2040.

Mr. Cowley said it went beyond 2040. He said 30 years was about as far as traffic modeling could accurately predict. Mr. Cowley said icy conditions would be addressed by the City. He said the Park and Ride on 200 North in Fruit Heights was in a residential area and accommodated 150 cars.

Councilmember Bouwhuis said he thought that there was an 8 foot rock wall separating the Park and Ride at 200 North from the residential area.

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Michele Smith again mentioned this being a 20 year plan and moving to a 1 year plan. She also asked what the grade of the road would be comparable to. Ms. Smith expressed concerns with all the rentals in the area, but also indicated that she would be renting her home.

Mr. Cowley said they would flatten the approach to the frontage road connection as much as possible. He explained some of the grades in the area.

Councilmember Freitag said Ms. Smith indicated that she didn't want more rentals in her area, but she would be renting her current home and moving to another home in the area.

Michele Smith said she didn't want the area to become known as a rental community. She said there needed to be a balance in the community. Ms. Smith asked how many rental homes UDOT had in the area.

Mr. Cowley said he understood that they had 3 rentals on Brenton Circle, with a total near 12.

Michele Smith said she thought that there were 15 rental homes in the area owned by UDOT. She said that was a very high percentage. Ms. Smith asked who would be responsible for the road during a storm.

Mr. Cowley said the City would assume ownership of Antelope Drive and the frontage road; UDOT would continue to maintain Highway 89.

Michele Smith asked who would own the property on the north and south side of Antelope Drive that didn't contain homes.

Mr. Cowley said it would continue to be owned by the State.

Michele Smith asked who would maintain the property.

Mr. Cowley said it would be maintained as any vacant property would be in the City of Layton.

Michele Smith asked if there was ever any issue of dumping, who would they contact.

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Mr. Cowley said the State of Utah would be responsible for that.

Michele Smith asked when the extension of Gordon Avenue would occur.

Mr. Cowley said it was in the same environmental document, so it would be in the same situation as this project.

Michele Smith said it could be done from 1 to 20 years.

Mr. Cowley said that it could be.

Michele Smith said Mr. Cowley kept saying that it would be taken into consideration; what did that mean.

Mr. Cowley said the process they were going through now was preliminary design; nothing was set in stone. He said as they went through the process, their main goal was connectivity and mobility. To achieve that, it was important to consider all options. As they went through the reviews, part of that was to gather comments and concerns. Mr. Cowley said the fact that they were here this evening presenting information to the Council, and entertaining questions and addressing concerns, indicated that they wanted to address those concerns, whether both sides agreed on the outcome. He said they wanted to make sure the residents understood that they were listening and were concerned.

Michele Smith said they had three high priority issues: 1) taking 7 outlets down to 1, they would like to see the Sunset Drive outlet maintained; 2) pedestrian and bicycle safety (the surface on Antelope Drive was horrible and they would like a bike path similar to the one on Legacy Parkway); and 3) noise and trucks on the road.

Mr. Cowley said a bike path was not part of this project.

Mayor Curtis said Antelope Drive currently had a bike path.

Michele Smith said they would like to see a bike path on the frontage road.

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Councilmember Brown said she thought Mr. Cowley had indicated that there would be a bike lane on the frontage road.

Mr. Cowley said there would be a striped shoulder to accommodate bicycles.

Michele Smith said a striped shoulder was very different than a biking lane or path.

Mr. Cowley said it would be built similar to many others in the area. He said it would be striped specifically for bicycles. Mr. Cowley said there would be five foot shoulders.

Michele Smith asked questions relative to a buffer between Highway 89 and the frontage road.

Mr. Cowley said as good stewards of high speed facilities, UDOT required a “clear zone.” He said the clear zone was 30 feet, and did not allow for trees or brush in that area. Mr. Cowley said they tried to maintain that clear zone 30 feet from the travel lane. He said to introduce trees into that area would introduce a safety hazard to the traveling public.

Michele Smith asked if the sound wall in Fruit Heights was 30 feet from the travel lane.

Mr. Cowley said the walls were typically protected by a barrier on the bottom, which directed traffic back into the travel lane.

Michele Smith asked if the answer was no.

Mr. Cowley said he wasn't sure what the distance of the sound wall was from Highway 89.

Michele Smith asked if he could let her know.

Mr. Cowley said sure; he would be happy to go measure the distance for Ms. Smith.

Councilmember Brown said for her understanding, that for the protection of those that live on either side of Highway 89, UDOT normally had 30 feet from Highway 89 to where there was a home.

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Mr. Cowley said from a travel lane, to any obstruction, it was 30 feet.

Councilmember Brown said but the sound walls had something built into them that bounced traffic back into the travel lane and kept it from going into homes that might be near the highway.

Mr. Cowley said because it was an obstruction within the clear zone, they liked to protect those with barrier. Anything within the clear zone needed to be clearly marked, so that you could see that it was a hazard, or it was protected with barrier. He said the barrier itself was a hazard within the clear zone and they didn't like to introduce it unless it was necessary.

Michele Smith asked what their noise reduction options would be.

Mr. Cowley explained that a noise study would be done as part of the environmental study. The sound would be measured. He said as part of the noise policy, there were mitigations they could go through. Mr. Cowley said he was waiting to get information back from the environmental engineers as to what those might be.

Ronald Price, 2552 E. Sunset Drive, said he moved into his home in December 1977; this December it would be 36 years. He said his understanding 36 years ago was that on the Master Plan, Antelope Drive would be pushed through to Highway 89. Mr. Price said all of the comments received so far had been against that, and there were some genuine concerns about how this would be handled, but he knew that a lot of people on Sunset Drive were tickled with the fact that traffic on their street would be reduced. He said he had waited 36 years for Antelope Drive to be completed and he was glad to see it finally make the funding category; it didn't make sense to have a super nice street like Antelope Drive dead end at Oak Forest Drive. Mr. Price said there would be problems with icy roads whether it was Antelope Drive, Sunset Drive or Oak Forest Drive. He said there were a lot of people in the area that were looking forward to traffic being reduced in their neighborhoods.

Councilmember Freitag said reducing traffic on Sunset Drive would be beneficial for those living on Sunset Drive. He asked Mr. Price to comment on closing off the Sunset Drive connection to Highway 89 and having to travel another way to access Highway 89.

Mr. Price said obviously it wouldn't be as convenient, but for the reduced traffic he was more than happy

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to go left or right at the top, and take the frontage road. He said everyone's traffic patterns would adjust.

Councilmember Freitag asked about keeping Sunset Drive open.

Mr. Cowley said it would be very detrimental to the traffic flow on Highway 89. He said they discouraged having a major access so close to another one; Sunset Drive was within ½ mile of Antelope Drive.

Councilmember Freitag asked if there could be a southbound free-flow from Sunset Drive, but not allow the northbound access.

Mr. Cowley said it would be counterproductive to the design of Antelope Drive to have one more access there. He said the best case scenario was to combine all of those and bring them to a signalized intersection, which made it safer for those entering and exiting onto Highway 89.

Terry Coburn, Public Works Director, said he would like to address a couple of the questions. He said relative to riding a bike on Antelope Drive with the chip and seal that was recently done; the number one priority of the City when it sealed a road was to maintain longevity and to maximize the life of a road; it was not to make it bike friendly. Terry said there were trails and other places in the City to ride a bike.

Terry said the Public Works Department was well aware of priorities relative to the removal of snow and safety issues. He said the City's best equipment and people were deployed to the east side of the City, and in particular to Antelope Drive, because of the hills and the problems they created. Terry said that particular area received the most up to date and experienced drivers the City had. He said that didn't mean the City valued life in that area any more that it did out west, but in this town when you were removing snow, there could be 14 inches of snow in Oak Forest and 2 inches of snow out west.

Terry said for almost 40 years he had heard residents indicate that they paid a lot of taxes and deserved more service. He said about 2/3 of property tax collected went to Davis County Schools; the portion that went to Layton City didn't even come close to paying for the services the residents received. Terry said each year a budget was set, but as with last January there was no way to predict the amount of snow that would fall. He said the Public Works Department had never been turned down, or had to sacrifice safety, for material that was needed. Terry said the Council and City Manager were well aware of that and were very good at giving them the resources that were needed. He said there had never been a fatality in

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his years with the City on that Antelope Drive section of road, and he was sure that there hadn't been a fatality in the City due to the lack of snow removal.

James (Woody) Woodruff, City Engineer, said they were excited to attend the open house held by UDOT and to receive comments from the residents. He said one of the major concerns expressed was with the truck route. Woody said from Church Street east on Antelope Drive, there was an 8 ½% grade, and traveling up the hill it increased to a 12 ½% grade. Traveling more to the east, there were some slopes that would be 10% for a few hundred feet. He said national standards for larger trucks tried to maximize the slopes at 7%. Woody said with that, the City would propose to limit or restrict larger trucks in this area. He said the City was working with UDOT to install signage that would direct truck traffic to Highway 193. Woody said the City would also work on enhanced signage at the Church Street intersection directing truck traffic to Highway 193.

Councilmember Flitton asked about the size of trucks that would be limited.

Woody said it would be restricted by weight; he said there was currently a 13,000 pound restriction sign at Church Street. He said there had to be some exceptions, such as moving vans, or R.C. Willey type delivery trucks. Woody said it would basically limit 18 wheelers. He said larger trucks could not accelerate or decelerate on the grades, and there were also concerns with noise from engine brakes.

Woody said the City was also looking at a potential roundabout at the Church Street intersection. He said there was a sight distance problem as traffic came up the hill.

Woody said there had been a question about the Oak Forest intersection. He said Antelope Drive was an arterial street. Because of the additional volume of traffic that was anticipated, the City was looking at reducing the speed to 35 mph from Highway 89 to about 1800 East. He said they would recommend that the frontage road be 30 mph. Woody said the Oak Forest intersection would be a 2-way stop, which would promote the flow of traffic from east to west on Antelope Drive.

Debbie Richardson, 2465 E. Antelope Drive, explained why she felt that the Oak Forest intersection needed to stay a 4-way stop. She mentioned that the Public Works Department did an excellent job in plowing Antelope Drive in the winter.

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Council and Staff discussed the steep grade on the north and south side of Oak Forest as it tied into Antelope Drive, and sight distance issues with that intersection.

Councilmember Flitton asked if that intersection could remain a 4-way stop.

Woody said Staff would look at all of the concerns and evaluate that area.

Kathy Roman, 2239 North 2550 East, asked if it was possible to reduce the speed to 30 mph. She asked if the Park and Ride property was owned by the State or the City.

Woody said they would evaluate the speed.

Mayor Curtis said the property was owned by the State, and they would determine if the Park and Ride went in.

Tim Brennan, 2264 North 2650 East, asked if the project was going to happen no matter what. If this didn't happen, the people that had been impacted negatively over the years, would not be affected very much. He said he was sorry that they had endured this for 30 years, but once this happened there would be at least a 30% increase in traffic. The people that would be impacted would be those that lived on Antelope Drive, and their lives would change dramatically.

Mayor Curtis said the details of the project were not set in stone, but the project would be completed. He said the project would need to be refined and gotten to a point that was acceptable.

Tim McKinney asked if there could be a roundabout at the Oak Forest intersection.

Woody said it could be considered. He said there would be many factors such as right of way acquisition and slopes.

Keith Sisney said he didn't think the Park and Ride was needed; the lots at Weber Drive and 200 North were not full.

Michele Smith again mentioned keeping the Sunset Drive connection open. She said the Park and Ride

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was not needed at this point; put it in when it was needed.

Rich Charca said at the earlier meeting, the Park and Ride was not set in stone; what had changed. He indicated that in a communication with Senator Stuart Adams, Senator Adams said the project was being pushed through as a result of a petition from neighbors in the areas wanting the project; he didn't realize that there was opposition to the project.

Mr. Cowley explained how projects moved forward from the Transportation Commission.

Councilmember Francis asked how set in stone the Park and Ride was.

Mr. Cowley said they always assessed need. He said UTA indicated that during peak time, which was the a.m. peak, the lots were full. Mr. Cowley said UDOT worked with their partners in determining need, which included Layton City, UTA and the State. He said he wouldn't say that it was set in stone.

Councilmember Francis asked if there was a way to hold off on the Park and Ride until it was determined that a need really did exist.

Mr. Cowley said they had determined that there was a need. He said each project had a sponsor, and he could take this information back to the sponsor to be addressed.

Councilmember Bouwhuis said there were 100 stalls in the 200 North lot; 140 stalls at this location seemed high.

Mr. Cowley said UTA had indicated that the 200 North lot was under built; there was a lot of on street parking that caused issues for the buses. He said some of that traffic would be drawn to this location.

Uriah Kennedy, 2775 East 2250 North, identified his property on a map. He said he had an issue with eminent domain and what was happening with his property. Mr. Kennedy said he understood the project was going through, but he would like to limit the amount of property that was being taken from him. He said without the Park and Ride they would need less of his property for the frontage road. Mr. Kennedy said the Park and Ride would be better suited by the gas station.

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Mr. Cowley said UDOT did have a meeting scheduled with Mr. Kennedy next week. He said in planning ahead, this intersection would eventually be an on/off ramp similar to the one on Highway 193. Mr. Cowley said they would discuss this situation with Mr. Kennedy at the meeting next week.

Timothy Rasmussen, 2589 East 2700 North, expressed concerns with Hobbs Creek Drive as it connected to Highway 193.

Daniel Baxter thanked Mayor Curtis and the Council, and UDOT for the great discussion this evening. He said there seemed to be a lot of questions that were still not answered. Mr. Baxter suggested a meeting with UDOT so that all of their concerns could be addressed.

Mayor Curtis said the City would be happy to facilitate a meeting with UDOT.

Keith Sisney suggested that Senator Adams be invited to the future meeting.

Gerald Gilbert, 3117 East 1300 North, thanked UDOT and the City for the recent repairs to various approaches that tied into Highway 89. He asked if the access from the gravel pit on the east side of Highway 89 would be closed, and if the Cherry Lane access would be closed. Mr. Gilbert said this project would reduce cross traffic at the Oak Forest intersection. He said this project was needed. Mr. Gilbert said this was another instance of “not in my back yard.” He said the Gordon Avenue connection also needed to be done. Mr. Gilbert said he had known that Antelope Drive was going through for many, many years; when the Gordon Avenue connection was made there would be another group of people complaining that they didn’t want that in their back yard.

Mr. Cowley said as part of this project, UDOT would not be closing any accesses south of Country Oaks Drive. He said Cherry Lane and anything south of that were not part of this project.

The meeting suspended at 8:27 p.m.

The meeting reconvened at 8:45 p.m.

Michele Smith expressed concerns with sewage and drainage issues in the area with all of the additional black-top from the frontage road and the Park and Ride lot. She said she understood the gentleman’s

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comments about not in my back yard. Ms. Smith said she did see advantages with the project being completed, but she wanted to make sure it was done right. She suggested that the Park and Ride be in a different area.

Councilmember Flitton said he was sure that the engineering process would make sure that the infrastructure was adequate and that there would not be any flooding problems.

A gentleman said he had lived in the area for 25 years and appreciated the project. He said the majority of the people in the area supported the project. He said by the size of the road, you would have to know that Antelope Drive was an arterial street and that it would eventually be connected to Highway 89.

Pam Barker, 2890 East Sunset Drive, expressed concerns with access traveling northbound to Ogden.

Alex Jensen, City Manager, said as a point of clarification, there was some indication earlier that by having a meeting with Senator Adams they may be able to unwind the project or have him indicate that he didn't want to do the project. Alex said that would not be a simple thing. Legislators may help secure funding through the State budgets, but they did not decide which projects were funded and which were not. He said once money was made available, it went to the State Transportation Commission, which Mr. Cowley referenced, which was a completely independent and separate body consisting of people appointed by the Governor. Alex said they were the ones, with the funding that had been made available, who prioritized how that money should be spent, and they were the final deciders, not the individual legislator that helped secure the money. He said for this project, there was actually a meeting and public comment was taken before the decision was made. Alex said he didn't want anyone to have false hope that by going to Senator Adams the project could be stopped. He said it was very unlikely that the State Transportation Commission, after having prioritized projects, and taken input, would reverse that. Alex said it would put Senator Adams in a very difficult situation because he didn't control it, he simply tried to get funding to benefit the area.

Michele Smith asked if Senator Adams could have any input on the Park and Ride.

Alex said he didn't know, but his guess would be that Senator Adams would have little input into that. He said that was an operational, functional question. Alex said he would encourage the residents to have those discussions with UDOT.

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Becky Laduka again expressed concerns with closing 7 accesses and only having 1; the Sunset Drive access should be left open. She indicated that the Park and Ride should be by the gas station.

The meeting adjourned at 9:02 p.m.

Thieda Wellman, City Recorder

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

Item Number: 4A

Subject: Audit and Financial Reports – Fiscal Year Ended June 30, 2013

Background: State statute requires an annual audit of the financial records by a qualified certified public accountant. Federal regulations require an audit under the “Single Audit Act” when \$500,000 or more of Federal grant money is expended in the year. Hansen, Bradshaw, Malmrose and Erickson, P.C. was engaged to perform these audits and has completed the work fulfilling both requirements. Their opinion and reports are included within the Comprehensive Annual Financial Report (CAFR). A copy of the CAFR was distributed to the Mayor and Council.

The Audit Committee has met with the auditors and reviewed the financial report, audit findings and reports on compliance. The City has received a favorable opinion on the financial statements contained in the CAFR. This means that the financial statements present fairly, in all material respects, the financial position of the City at June 30, 2013.

Tracy Probert, Finance Director, will make a few comments about the financial report and answer any questions. Mr. Ed Erickson, Partner and Mr. Robert Wood, principal, in the certified public accounting firm of Hansen, Bradshaw, Malmrose and Erickson, P.C. will present a brief report on the audit and will respond to questions, if any.

Alternatives: Alternatives are to 1) Accept the audit reports and the financial report by passing a motion to that affect; or 2) Request additional information from the auditor or Staff.

Recommendation: The Audit Committee and Staff recommend the Council pass a motion accepting the audit reports and financial report as presented.

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

Item Number: 4B

Subject: Proposal Award – Bowen, Collins & Associates Inc. – Project 13-45 – Professional Engineering Services for the Sanitary Sewer Master and Management Plans – Resolution 13-58

Background: Resolution 13-58 authorizes the execution of an agreement between Layton City and Bowen, Collins & Associates Inc. for consulting services for the Sanitary Sewer Master and Management Plans, Project 13-45. The purpose of this project is to provide Layton City with a Sanitary Sewer Master Plan and Sanitary Sewer Management Plan. The Sanitary Sewer Management Plan is required by State Law. The Sewer Master Plan will identify existing and future deficiencies and will generate Capital Improvement Projects for the next 30 years.

Four companies submitted proposals on October 22, 2013. These proposals were reviewed, evaluated and ranked by our selection team, under the guidelines set forth in the request for proposals. Bowen, Collins & Associates, Inc. was selected as the consultant to perform the work for the Sanitary Sewer Master and Management Plans, with a bid of \$88,420. The engineer's estimate was \$100,000.

Alternatives: Alternatives are to 1) Adopt Resolution 13-58 approving the agreement between Layton City and Bowen, Collins & Associates, Inc. for professional engineering services for the Sanitary Sewer Master and Management Plans Project, 13-45; 2) Adopt Resolution 13-58 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 13-58 and remand to Staff with directions.

Recommendation: Staff recommends the Council adopt Resolution 13-58 approving the agreement between Layton City and Bowen, Collins & Associates, Inc. for professional engineering services for the Sanitary Sewer Master and Management Plans, Project 13-45 and authorize the Mayor to sign the necessary documents.

RESOLUTION 13-58

A RESOLUTION AUTHORIZING LAYTON CITY TO ADOPT AND APPROVE AN AGREEMENT WITH BOWEN, COLLINS & ASSOCIATES, INC. TO PROVIDE CONSULTING SERVICE FOR THE SANITARY SEWER MASTER AND MANAGEMENT PLANS, PROJECT 13-45

WHEREAS, Layton City has elected to develop a sewer master plan to be known as the Layton City Sanitary Sewer Master and Management Plans, Project 13-45; and

WHEREAS, the City received proposals from consultants for the Layton City Sanitary Sewer Master and Management Plans, Project 13-45 on October 22, 2013 with the results of these proposals attached hereto, for the Council's review; and

WHEREAS, City Staff has reviewed, evaluated and ranked each response to the Advertisement for Bids and has found it to be in the best interest of the City and citizens of Layton City to conditionally select Bowen, Collins & Associates, Inc. as the consultant for the Layton City Sanitary Sewer Master and Management Plans, Project 13-45.

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

1. That Layton City enter into the Agreement between the City and Bowen, Collins & Associates, Inc. for the purpose of providing professional engineering services for the Layton City Sanitary Sewer Master and Management Plans, Project 13-45. A copy of said Agreement is attached hereto and incorporated herein by this reference.

2. That the Mayor be authorized to execute the necessary documents.

PASSED AND ADOPTED by the City Council of Layton, Utah, this the **21st day of November, 2013.**

ATTEST:

THIEDA WELLMAN, City Recorder

J. STEPHEN CURTIS, Mayor



For: TERRY COBURN, Public Works Director



For: GARY CRANE, City Attorney

**AGREEMENT FOR PROFESSIONAL SERVICES
BOWEN, COLLINS & ASSOCIATES, INC.**

This AGREEMENT, dated _____, is made and entered into between Bowen, Collins & Associates, Inc., a Utah Corporation (herein called ENGINEER) and Layton City (herein called OWNER). This AGREEMENT is for the Sewer Master Plan and Sewer Management Plan (herein called PROJECT).

In consideration of the mutual promises herein contained, ENGINEER and OWNER agree as follows:

1. AUTHORIZATION TO PROCEED

Execution of this AGREEMENT by OWNER will be authorization for the ENGINEER to proceed with the PROJECT, pursuant to the terms and conditions of this AGREEMENT.

2. ENGINEER'S SERVICES

- A. The ENGINEER agrees to provide the services as outlined in Attachment A "Scope of Services". The Scope of Services and project schedule described in Attachment A and the ENGINEER's compensation, identified in Attachment B. The ENGINEER will perform the aforementioned services in a professional manner using the degree of care and skill that is normally employed by professional engineers or consultants on similar projects of equal complexity.
- B. The relationship of the ENGINEER to the OWNER is that of an independent contractor and nothing in this AGREEMENT or the attachments hereto, creates any other relationship. As an independent contractor, the ENGINEER shall have the sole responsibility for paying taxes, workers compensation, employee benefits (if any), and all similar obligations.

3. COMPENSATION AND PAYMENT

- A. Compensation for ENGINEER's services is identified in Attachment B. Additionally, ENGINEER will be reimbursed for actual costs and expenses incurred in performance of the PROJECT.
- B. Invoicing will occur following the last Friday of each month. Payments shall be due within 30 days of receipt of the invoice.

- C. A service charge of 10 percent will be applied to expenses incurred in performance of the PROJECT. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be reimbursed to ENGINEER. It is expected that these expenses will not exceed the amount represented in Attachment B. ENGINEER must obtain approval from OWNER for any such excesses.
- D. An interest rate of 1.5% per month will be applied to all invoices that are not paid in full after 30 days following the invoice date. Payments will be applied to the outstanding interest first and then to the principal.
- E. The ENGINEER may discontinue work on the PROJECT by issuing the OWNER a written seven-day notice if full payment for an invoice is not received within 60 days of the date of the invoice. Suspension of work will continue until full payment is made for all outstanding invoices including interest. The ENGINEER accepts no liability for damages or delays that result from its suspension of work. The OWNER may not use information or work product provided by the ENGINEER until full payment is made including applicable interest.
- F. ANNUAL INFLATION ADJUSTMENT. Within the first sixty (60) days of every calendar year, Bowen, Collins & Associates, Inc. (BC&A) reserves the right to adjust established billing rates with OWNER to cover specific direct cost increases. BC&A will submit a revised Attachment A reflecting the billing rate adjustment at the effective date of change to the OWNER for documentation purposes. Any rate adjustment will be applicable on a go forward basis only.

4. INSURANCE

- A. The ENGINEER will maintain insurance coverage throughout the term of the AGREEMENT. Insurance coverage will include:
 - 1) Worker's Compensation

State	Statutory
Employer's Liability	\$1,000,000
 - 2) Comprehensive General Liability

Bodily Injury and Property Damage	\$1,000,000
Combined Single Limit	\$1,000,000
 - 3) Automobile Liability

Combined Single Limit	\$1,000,000
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 - 4) Professional Liability

	\$2,000,000
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5. LIMITATION OF LIABILITY

- A. The ENGINEER shall not be liable for damages or delays resulting from actions or inaction of a third party that is not under the direct control of the ENGINEER, such as government agencies that have review and permit authority.
- B. The OWNER shall defend, indemnify and hold harmless the ENGINEER, its subcontractors, agents and employees for all liability, other than that caused by the willful, intentional, or negligent acts, errors, or omissions of the ENGINEER, its subcontractors, agents, and employees.
- C. The OWNER shall defend, indemnify and hold harmless the ENGINEER, its subcontractors, agents and employees for all liability resulting from construction of the PROJECT, if the ENGINEER is not retained to perform construction phase services on the PROJECT.
- D. The ENGINEER's maximum extent of liability, for any cause or combination of causes, shall be limited to direct damages and shall not exceed the amount of the ENGINEER's professional liability coverage for the ENGINEER's services on the PROJECT.
- E. The ENGINEER is not responsible for delays or damages caused by acts of God such as floods or earthquakes, or other circumstances beyond control of ENGINEER.
- F. The ENGINEER, its subcontractors, agents and employees shall not be liable for consequential damages or indirect liability from a third party. The OWNER will defend, indemnify and hold harmless the ENGINEER, its subcontractors and agents from such an occurrence.

6. DEFECTS IN SERVICE

- A. The OWNER shall promptly report to the ENGINEER any defects or suspected defects in the ENGINEER's services of which the OWNER becomes aware, so that the ENGINEER may take measures to minimize the consequences of such a defect. The OWNER further agrees to impose a similar notification requirement on all contractors in its OWNER/CONTRACTOR contract and shall require all subcontracts at any level to contain a like requirement. Failure by the OWNER and the OWNER's contractors or subcontractors to notify the ENGINEER shall relieve the ENGINEER of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

7. TERMINATION

- A. This Agreement may be terminated by either party in the event that the other party has not performed any material covenant or has otherwise breached any material term of this Agreement (i) upon receipt of written notice thereof if the nonperformance or breach is incapable of cure, or (ii) upon the expiration of ten (10) calendar days (or such additional cure period as the non-defaulting party may authorize) after receipt of written notice thereof if the nonperformance or breach is capable of cure and has not been cured.
- B. Upon termination, ENGINEER is entitled to full compensation as computed under this Agreement for the work completed by ENGINEER before written notice was given.
- C. Either party may terminate this Agreement without cause at any time upon thirty (30) days prior written notice to the other party.

8. ASSIGNMENT

This AGREEMENT shall be binding on the heirs, successors and assignees of the parties. This AGREEMENT may not be assigned, transferred, conveyed, or encumbered, whether voluntarily or by operation of law, by either party without the prior written consent of the other party. Unauthorized assignment is void and nonbinding.

9. OPINION OF PROBABLE CONSTRUCTION COST

Opinions of probable construction cost prepared by the ENGINEER are based on its experience with past projects of similar construction. It is understood that the ENGINEER has no control over economical factors or unknown conditions that may have a significant impact on actual PROJECT cost. The ENGINEER does not guarantee its cost estimates and accepts no liability for problems created by the difference in actual costs and opinions of probable construction cost.

10. DOCUMENTS

Contract documents, calculations, electronic information and survey information created by the ENGINEER as "instruments of service" are the property of the ENGINEER. OWNER's use of the documents and other "instruments of service" on any other project is prohibited and the ENGINEER accepts no liability for such action.

11. CONSTRUCTION PHASE SERVICES

- A. The ENGINEER has based its cost to provide construction phase services,

on the ENGINEER, its employees, subcontractors and agents being named as additional insured under any construction contractor(s) (herein CONTRACTOR) General Liability and Builder's All Risk Insurance. The OWNER shall include in any contract with the CONTRACTOR a statement to defend, indemnify and hold harmless the ENGINEER; its employees, subcontractors and agents for any and all action resulting from construction activity.

- B. Observations performed by the ENGINEER or its agents are intended to assist the OWNER to obtain the best project possible and not to assume the CONTRACTOR's responsibility to comply with the requirements of any contract documents. The parties to this Agreement recognize that the CONTRACTOR has sole responsibility to ensure that any contract requirements are met. The CONTRACTOR is responsible for all methods used to complete the PROJECT and is responsible to follow all applicable safety procedures.
- C. "Record" documents prepared by the ENGINEER are based on information supplied by the CONTRACTOR and its agents and are only as accurate as the information provided by the CONTRACTOR. The ENGINEER does not assume responsibility for the accuracy of the "record" documents.

12. ADHERENCE TO APPLICABLE LAWS

- A. The laws of the State of Utah shall govern all aspects of this AGREEMENT.
- B. The ENGINEER shall comply with the applicable requirements of the Equal Employment Opportunity Laws and the Fair Labor Standards Act.

13. HAZARDOUS WASTE

OWNER will indemnify ENGINEER from all claims, damages, losses, and costs, including attorney's fees, arising out of or relating to the presence, discharge, release, or escape of hazardous substances or contaminants from the PROJECT. OWNER recognizes that ENGINEER assumes no risk and/or liability for waste or the waste site unless the hazardous substances or contaminants were introduced to the site by the ENGINEER, its subcontractors, agents, or employees.

14. ATTORNEY'S FEES

In the event any action or proceeding is brought by any party against any other party under this AGREEMENT, the prevailing party shall be entitled to recover attorney's fees and costs in such amount as the court may adjudge reasonable.

15. SEVERABILITY

The provisions of this AGREEMENT are severable, and should any provision hereof be void, overly broad or unenforceable, such void, overly broad or unenforceable provision shall not affect any other portion or provision of this AGREEMENT.

16. WAIVER

Any waiver by any party hereto of any breach of any kind or character whatsoever by any other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this AGREEMENT on the part of the other party.

17. NOTICES

All notices, demands, and requests required or permitted to be given hereunder shall be in writing and shall be deemed duly given if delivered or if mailed by registered or certified mail, postage prepaid, addressed to the following:

ENGINEER Tena Campbell, P.E.
Bowen, Collins & Associates
154 East 14000 South
Draper, Utah 84020

OWNER James Woodruff
Layton City Engineer
437 N. Wasatch Drive
Layton, Utah 84041

Either party shall have the right to specify in writing another address to which subsequent notices to such party shall be given. Any notice given hereunder shall be deemed to have been given as of the date delivered or mailed to the other party.

18. ATTACHMENTS

The following attachments are included as part of the AGREEMENT:

- Attachment A – Scope of Services
- Attachment B – Compensation.

This AGREEMENT constitutes the entire understanding and agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, and may only be changed by written amendment executed by both parties.

Approved for OWNER

Accepted for Bowen, Collins & Associates

By _____

By Kevin L. Sprin

Title _____

Title VICE PRESIDENT

Date _____

Date 10/30/13

Approved as to Form HOUS, 2013



Attachment A
LAYTON CITY
Sewer Master Plan and Sewer Management Plan

SCOPE OF SERVICES

Background and Objective

Layton City is a growing, dynamic community facing a number of future changes that will challenge its ability to provide reliable municipal services to its residents. In the long term, the Governor's Office of Planning and Budget projects an increase in population for the City of over 40 percent. More immediately, the City needs to prepare a sanitary sewer management plan to satisfy new requirements from the State of Utah. In preparation for these challenges, Layton City is looking for assistance in developing a comprehensive sanitary sewer master plan and management plan. These plans will include consideration of all pertinent issues associated with providing reliable service to the Layton City's residence. This will include consideration of the conveyance, asset management, and operation cost issues that will sustainably finance the development and ongoing maintenance of the wastewater system.

The Scope of Services presented herein describes the individual tasks that will be performed to accomplish this objective. It is recommended that the work be completed in three phases. The tasks in each step include:

Part I – Master Plan

Task 1.1: Collect, Review, and Organize Data

Objective: To collect, review, and organize the data needed to develop and calibrate a digital model of the Layton sewer system that will be used to simulate sewer system operation under different scenarios and identify system deficiencies and needed capital improvements.

Activities:

1. Review the following information (if available, to be provided by Layton City):
 - Previous Sanitary Sewer System Master Plan
 - Recent Layton City Annual Reports
 - Culinary water use data from 2007 through 2012
 - Boundaries of future annexations areas and potential service areas
 - Existing sewer system maps and attributes in GIS or CAD format that (if known) includes pipe location, age, material, and locations and sizes of existing manholes
 - GIS or CAD information detailing locations and attributes of pump stations, flow monitors, and other pertinent system facilities
 - Growth projections from the City's water master plan, Wasatch Front Regional Council, and the Governor's office of planning and budget.
 - Digital files containing aerial mapping and topographic data of the sewer system service area
 - GIS shape files of current City boundaries, sewer system service area, and parcel boundaries with required attributes.
 - Historic flows and patterns collected from monitoring stations and North Davis Sewer District.

2. Prepare for and attend a project kickoff meeting to review the project objectives and schedule, develop project and data coordination procedures, and discuss questions regarding information provided by the City.

Product: Information and understanding needed to develop a computer model of the Layton City sewer system and use it in preparing a capital improvements plan.

Task 1.2: Evaluate Current Sewer Production Patterns and Project Future Use

Objective: Determine potential quantity and collection of sewer flows in the Layton sewer system.

Activities:

1. Based on water use records and flow data, evaluate current sewer production patterns in Layton. This includes identifying average historical production, peaking factors, seasonal use patterns, and the effects of water conservation. Based on conversations with City personnel, it is expected that this will be completed using only available existing data (i.e. no additional flow monitoring will be performed). If it is determined the City desires to more closely examine a given area of the City, BC&A will assist the City in preparing a flow-monitoring plan. Additional flow monitoring desired by the City (if any) to be performed by others.
2. Examine land use and zoning maps to estimate future density and development in currently undeveloped areas. Meet with City personnel to consider any known plans for future increases in density in currently developed areas or potential annexations.
3. Develop projected demands for Layton through build-out based on the combined results of the activities described above.
4. Compare projected demands with neighboring and similar Cities to monitor results

Products:

1. Charts and tables as necessary to summarize the City's current sewer production patterns.
2. Charts and tables as necessary to summarize the City's projected sewer production.
3. Updated shapefile of sewer production projections.

Task 1.3: Develop and Calibrate a Hydraulic Model of the Existing Sewer Collection System

Objective: Develop and calibrate a computer model of the existing Layton City sewer system to be used to simulate system operations.

Activities:

1. Use data obtained from completing Task 1 to develop an operating computer model of the Layton City sewer collection system. This will include modeling of all major trunk lines (as identified by City staff). No modeling will be conducted of small neighborhood collection pipelines.
2. Use information from City sewer records to develop typical seasonal demand patterns and peaking factors used in the sewer system analysis.
3. Use available system operational data to calibrate the hydraulic model to simulate field conditions.

Products:

1. Use data obtained from completing Task 1 to develop an operating computer model of the sewer collection system.
2. A calibrated computer model of the existing sewer system.
3. Sewer production peaking factors based on historic data.

Task 1.4: Identify Existing Operating Deficiencies

Objective: Identify portions of the existing sewer system that do not meet recommended operating criteria under several different scenarios.

Activities:

1. Use the computer model to simulate operating conditions of the existing sewer system under peak hour production defined by City personnel through various locations in the distribution system. Review computer output from the existing condition model simulations to determine if the existing facilities meet recommended operating criteria. Recommended operating criteria will be based on minimum State criteria and BC&A's experience with other sewer systems. Identify facilities that do not meet the desired operating criteria.
2. Utilize information provided from City operations personnel to identify condition related improvements that need to be implemented in the sewer system to mitigate existing problems. BC&A will assist the City in developing an asset management decision matrix to prioritize condition related improvements.

Product: A list of existing sewer system deficiencies.

Task 1.5: Identify Projected Future Operating Deficiencies

Objective: Identify portions of the existing sewer system that will not meet the recommended operating criteria under estimated demands from projected full build-out conditions.

Activities:

1. Revise the projected sewer flows in the sewer system model to include future sewer system demands at 10-year and 30-year intervals.
2. Use the computer model to simulate operating conditions of the existing sewer system facilities under projected future peak hour production. Review computer output from the model simulations and identify facilities that do not meet desired operating criteria.

Product: A list of existing sewer system facilities that will need to be improved in order to meet desired operating criteria for projected future sewer production.

Task 1.6: Evaluate Improvements to Resolve Identified Operating Deficiencies

Objective: Evaluate alternative system improvements that, if implemented, would resolve the identified sewer system deficiencies (both existing and projected).

Activities:

1. Utilize the computer model to evaluate alternative sewer system improvements to resolve the system deficiencies.
2. With City personnel, identify the recommended sewer system capital improvement projects that will best resolve the identified system deficiencies. At this time, the City will also provide a list of any additional condition related improvements it desires to include in the capital improvement plan.
3. Develop cost estimates for the recommended system improvements.
4. With City personnel, create a prioritized list of improvements. This will include division of required projects into 5-year, 10-year, 15-year, and 30-year horizons.
5. Develop recommended timing for needed improvements based on the critical nature of needed improvements or funding/timing limitations.

Product: A prioritized list of alternative capital improvement projects with cost estimates that can be implemented to resolve the identified sewer system deficiencies.

Task 1.7: Develop Sewer System Capital Facilities Plan

Objective: Develop a sewer system capital improvements plan for budgeting and planning purposes.

Activities:

1. Meet with City personnel to develop prioritization criteria for recommended sewer system improvement projects. Prioritize recommended capital improvement projects based on whether needed improvements are to correct existing deficiencies or associated with future development and the other prioritization criteria developed with City personnel.
2. Develop a detailed 10-year sewer system capital facilities plan and budget for the existing system and southwest area.
3. Prioritize recommended improvements that should be made outside the 10-year planning window.

Products:

1. 10-year budget plan for capital improvements.
2. Prioritized list of all capital improvements with cost estimates.

Task 1.8: Document Results

Objective: Prepare a report summarizing the results of this study.

Activities:

1. Prepare a draft report that summarizes the results of the study and presents the recommended sewer system capital improvements plan.
2. Meet with City personnel to review comments on draft report.
3. Incorporate City comments into the final report.
4. Present results at a City Council meeting.

Products:

1. Five paper copies of the draft sewer system master plan report.
2. Ten paper copies of the final sewer system master plan report.
3. One electronic PDF copy of the final sewer system master plan report.
4. Two copies of a technical appendix (if any) that contains pertinent technical data used in developing the master plan report.

Part 2 – Management Plan

State Rule R317-801 regarding the SSMP states, “The main purpose of the SSMP is to provide a plan and schedule to properly manage, operate, and maintain all parts of the sewer collection system to reduce and prevent SSOs, as well as minimize impacts of any SSOs that occur” (R317-801-5). BC&A proposes the following scope of services to assist the City in preparing their SSMP that will be compliant with State regulations.

Task 2.1: Collect existing City sewer operating and maintenance (O&M) procedures and documents applicable to the SSMP

Activities:

1. Obtain information from City personnel identifying what they currently do for the following:
 - a. Organization – identify the authorized representative responsible for the development of the SSMP and the chain of communication for reporting SSO’s to regulatory agencies.
 - b. Legal Authority – identify the City’s ordinances that possess the legal authority to prohibit

illicit discharges to the sewer system, require that sewers be properly designed and constructed, ensure access for maintenance, repair and inspection, and enforce any violation of its sewer ordinances.

- c. Operation & Maintenance Program – identify the City’s routine operation and maintenance activities, including development of a Condition Assessment and Rehabilitation/Replacement plan to address system deficiencies, the review and assessment of existing or proposed television inspection programs to quantify current conditions, and to provide staff training on a regular basis.
- d. Design Standards – identify the City’s existing design standards of the sewer collection system.
- e. Overflow Emergency Response Plan – identify the City’s overflow emergency response plan to be implemented in case of SSOs.
- f. Fats, Oil & Grease (FOG) Control Program – identify the City’s procedures for the proper disposal of fats, oil and grease generated within the sewer system service area.
- g. Monitoring Program – identify the City’s procedures for monitoring the effectiveness of SSMP elements and update elements as necessary.
- h. Program Audits – identify the City’s periodic internal audit program of evaluating the effectiveness of the O&M program soon to become their SSMP.
- i. Capital Facilities Plan and Funding – reference the Capital Facilities Plan that is being created as part of the City’s Sewer Master Plan and Rate Study.

Product: Assessment of the City’s O&M procedures and documents that are applicable to the SSMP

Task 2.2: Evaluate the City’s existing O&M procedures and identify areas that need to be improved to comply with SSMP requirements and incorporate recommended improvements in a draft SSMP

Activities:

1. Identify deficiencies from the City’s current O&M procedures that need improvement to comply with the SSMP state requirements
2. Prepare a draft SSMP incorporating existing sewer O&M procedures with recommended improvements following State SSMP requirements
3. Review draft SSMP with City personnel. It is important that the City understand and follow the SSMP. Close coordination and training with City personnel is important so the City will follow its own plan and not be at risk violating the SSMP if an SSO were to occur.

Product: Draft SSMP

Task 2.3: Final SSMP

Activities:

1. Incorporate City comments in the Final SSMP document.
2. Provide SSMP training to the City

Product: SSMP

Task 2.4: Assist the City with SSMP certification, submission and implementation requirements as described in State Rule R317-801

Activities:

1. Work with the City to certify to Division of Water Quality (DWQ) that a SSMP is in place that it complies with the USMP by submitting a notice to DWQ within the time frame identified in State Rule R317-801.

Product: SSMP notice submittal to DWQ

Attachment B
Layton City
Sanitary Sewer System Master Plan
ENGINEERING FEE ESTIMATE

9/26/2013

LABOR	OFFICE STAFF		ENGINEERING TECHS			ENGINEERS				SUBTOTAL HOURS	SUBTOTAL COST
	OFFICE	EDITOR	TECH 1	TECH 3	SR	PII	PE	SR	Principal		
Hourly Rate	\$64.00	\$64.00	\$66.00	\$90.00	\$96.00	\$120.00	\$120.00	\$120.00	\$131.00		
Part 1 - Master Plan											
Task 1.1 - Collect, Review, and Organize Data											
Review available information											
Kickoff meeting						4	5			9	\$984
Task 1.2 - Evaluate Current and Projected Sewer Production Patterns						3	6			9	\$1,008
Evaluate current sewer production patterns						10		4		14	\$1,440
Examine land use based on the city's general plan						2		4		6	\$672
Project future sewer production						4		4		10	\$1,104
Compare against other entities						2		2		4	\$432
Task 1.3 - Hydraulic Model of Existing Collection System											
Develop collection system model						36	20	8		64	\$6,816
Develop demand patterns and peaking factors						12	2	2		12	\$1,248
Calibrate the models based on available system data						16	2	6	2	26	\$2,758
Task 1.4 - Identify Existing Deficiencies											
Simulate existing operating conditions and identify deficiencies						6	2	2		10	\$1,056
Work with City staff to identify improvements to mitigate deficiencies						12	6			18	\$1,872
Task 1.5 - Identify Future Deficiencies											
Create future production scenarios in model						16	4	2		22	\$2,256
Simulate future operating conditions and identify deficiencies						4	2	2		8	\$864
Task 1.6 - Evaluate Improvements to Address Deficiencies											
Simulate future operating conditions and identify deficiencies						12	6	2		20	\$2,112
Evaluate improvement alternatives						8	4	4	1	17	\$1,859
Select recommended improvements						8	7			15	\$1,608
Cost estimates and prioritized list of improvements with implementation year											
Task 1.7 - Develop Capital Facilities Plan											
Develop Prioritization Criteria						4	8			12	\$1,344
Develop detailed 10 year Capital Facilities Plan and Budget	4	4		8		16	10	2	2	46	\$4,470
Prioritize improvements that are outside 10 year plan						3	3			6	\$648
Task 1.8 - Document Results											
Draft report	4	6		6		32	26	5	2	81	\$8,234
Review comments						4	6			10	\$1,104
Final Report	4	4		2		16	18	2	2	48	\$4,890
Present Results									8	20	\$2,488
Part 2 - Management Plan											
Task 2.1 - Collect existing City sewer O&M Procedure Info											
Organization						4	2			6	\$624
Legal Authority						8	4			12	\$1,248
O&M Program						20	10			30	\$3,120
Design Standards						16	8			24	\$2,496
Overflow Emergency Response Plan						16	2			18	\$1,776
Fats, Oil & Grease Control Program						16	2			18	\$1,776
Program Audits						16	4			20	\$2,016
CFP and Funding						8	4			12	\$1,248
Task 2.2 - Draft SSMP											
Identify deficiencies from City's current O&M procedures						36	8			44	\$4,416
Prepare draft SSMP						36	16		8	60	\$6,424
Draft review meetings with City										10	\$1,200
Task 2.3 - Final SSMP											
Incorporate City Comments						16	8		2	26	\$2,758
SSMP Training										8	\$960
Task 2.4 - SSMP Certification											
Certification to DWQ						4	8			12	\$1,344
TOTAL LABOR	12	14	0	16	422	245	51	27		787	\$82,673
TOTAL LABOR COSTS	\$768	\$896	\$0	\$1,440	\$40,512	\$29,400	\$6,120	\$3,537		\$82,673	

Item	Unit	Rate	Total Cost
EXPENSES			
COMMUNICATION/COMPUTER			\$5,509
GEOTECHNICAL			\$0
PRINTING /GRAPHICS			\$100
AUTO MILEAGE	150	\$0.75	\$113
TRAVEL			\$0
MISC EXPENSES			\$25
POSTAGE			
SUPPLIES			
SURVEY			
OUTSIDE SERVICES			\$0
TOTAL EXPENSES			\$5,747

Expenses include:
\$7/hr communications/computer charge
Mileage reimbursement at \$0.75/mile
10% Markup on Outside Services

TOTAL LABOR COST \$82,673
EXPENSES \$5,747
TOTAL COST \$88,420

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

Item Number: 5A

Subject: Development Agreement and Rezone Request – Green and Green – R-S (Residential Suburban) to PB (Professional Office) – Resolution 13-35 and Ordinance 13-18 – 836 South Angel Street

Background: The property proposed for rezone from R-S to PB contains 0.79 acres located on the west side of Angel Street at 836 South. The subject property is located at the southwest corner of the intersection of Angel Street and Layton Parkway and consists of two lots (815 and 816) in Phase 8 of the Roberts Farms Subdivision (see attached Phase 8 subdivision plat). Phase 8 is currently under construction together with the extension of Layton Parkway. Subject to zoning approval, the applicant will combine the two building lots to create one parcel for a professional office building that fronts onto Angel Street.

The rezone area is surrounded by R-S (Residential Suburban) zoning on all four sides with an area of unincorporated county located further east of Angel Street.

In August, the Council tabled this rezone request to a date certain of October 3, 2013. As the October public hearing approached, the applicant requested that the public hearing be postponed to the November 21, 2013 Council meeting. Since the request was tabled, Staff has prepared additional information regarding Angel Street improvements to address various safety-related issues as requested in the original motion to table the rezone request.

Alternatives to the First Motion: Alternatives are to 1) Adopt Resolution 13-35 approving the Development Agreement; 2) Adopt Resolution 13-35 approving the Development Agreement with any amendments or modifications the Council deems appropriate; or 3) Not adopt Resolution 13-35 denying the Development Agreement.

Alternatives to the Second Motion: Alternatives are to 1) Adopt Ordinance 13-18 approving the rezone request from R-S to PB based on consistency with General Plan recommendations; or 2) Not adopt Ordinance 13-18 denying the rezone request from R-S to PB.

Recommendation: The Planning Commission recommends the Council adopt Resolution 13-35 approving the Development Agreement and adopt Ordinance 13-18 approving the rezone request from R-S to PB based on consistency with General Plan recommendations.

Staff supports the recommendation of the Planning Commission.

RESOLUTION 13-35

ADOPTING AN AGREEMENT FOR THE DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND GREEN AND GREEN LC. FOR PROPERTY LOCATED AT APPROXIMATELY 836 SOUTH ANGEL STREET.

WHEREAS, Owner, Green and Green LC., (hereafter "Owner") desires to develop certain property located at approximately 836 South Angel Street (hereafter "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 site design, landscaping and architecture 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 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 Green and Green LC" 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 ____, 2013.

J. STEPHEN CURTIS, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:

SUBMITTING DEPARTMENT:

GARY CRANE, City Attorney

WILLIAM T. WRIGHT, Director
Community & Economic Development

**AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND
GREEN AND GREEN LC.**

THIS AGREEMENT for the development of land (hereinafter referred to as this “Agreement”) is made and entered into this _____ day of _____, 2013, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as “City”), and GREEN AND GREEN LC. (hereinafter referred to as “Owner”), with 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 PB (Professional Office), of certain property located at approximately 836 South Angel Street in Layton City (hereinafter the “Subject Area”); and

WHEREAS, the Subject Area consists of approximately 0.79 acres and is depicted on Exhibit “A” attached hereto (hereinafter “Exhibit A”); 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 PB 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 its residents.

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

**ARTICLE I
DEFINITIONS**

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

- 1.1 “Owner’s Property” shall mean that property owned by GREEN AND GREEN LC.

- 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 GREEN AND GREEN LC. The principal office for Owner is 2150 North Valley View Drive, Layton, UT 84040.
- 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 have the meaning set forth in the Recitals hereto.

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 a PB zoning designation, to those listed herein.

ARTICLE III CITY’S UNDERTAKINGS

- 3.1 Subject to the satisfaction of the conditions set forth in Section Article IV, City shall approve the rezone of the Subject Area from its present zoning of R-S to PB, with an effective date of no sooner than the effective date and adoption of this Agreement by the City Council. Any zoning amendment shall occur upon a finding by the City Council that it is in the best interest of the health, safety and welfare of the citizens of Layton City to make such a change at this time. All permits and site plan reviews and approvals shall be made pursuant to City ordinances. Nothing herein shall be construed as a waiver of the required reviews and approvals required by City ordinance.

ARTICLE IV OWNER’S UNDERTAKINGS

Conditioned upon City’s performance of its undertakings set forth in Article III with regard to rezone 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. With this property being placed within the PB Zoning District, Owner agrees that not all uses allowed in that zone are compatible with this property.

4.1.1. Therefore, development on the property shall be limited, in that the following uses typically allowed in the PB zone shall **not** be permitted, or requested by the Owner:

- a. Cemetery, Mausoleum
- b. College or University
- c. Commercial School
- d. Home for Elderly, Elderly Apartment
- e. Hospital (Acute Care)
- f. Nursing Home
- g. Private Country Club
- h. Electric Substation
- i. Bank or Credit Union with Drive-in
- j. Reception Center

4.1.2. Owner agrees to restrict development by relinquishing any right or interest in the above uses. If other uses are desired, that are not specifically enumerated by ordinance, Owner agrees to seek amendment of this Agreement before pursuing the development of those uses.

4.2. In addition to the requirements of the PB zone, Owner agrees that the site plan, building architecture and landscape plan will be reviewed by the Layton City Design Review Committee (DRC). The DRC will provide input and recommendations to the staff regarding basic design elements as presented in the final site plan.

4.3 The office building constructed on the Subject Area shall be situated on the development site in a manner that provides positive architectural and landscape features at the intersection of Angel Street and Layton Parkway.

4.4 Vehicular access to the Subject Area shall occur at the southern portion of the Angel Street frontage to provide for an adequate and safe distance from the Angel Street/Layton Parkway intersection.

4.5 The office building constructed on the Subject Area shall be limited to a height of no more than thirty feet (30') and limited to a single-story.

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 of access to 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 attorneys' 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.

ARTICLE VI REMEDIES

- 6.1 Remedies for Breach. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:
- 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 PB 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 embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

- 6.3 Extensions. Either Party may extend, in writing, the time for the other Party's performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not eliminate any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.
- 6.4 Rights of Owner. In the event 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 appeal shall be to the Planning Commission, whose decision shall be final. If the appeal is regarding the interpretation of this Agreement the appeal shall be to the 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: GREEN AND GREEN, LC.
ED GREEN
2150 North Valley View Drive
Layton, Utah 84040

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

Upon at least ten (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 reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees.

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

7.9 Recordation. This Agreement shall be recorded in reference to the property, and shall run with the land and be binding upon all successors in interest of the property.

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:

J. STEPHEN CURTIS, Mayor

ATTEST:

By: _____
THIEDA WELLMAN, City Recorder

Signed by

GREEN AND GREEN, LC.

ED GREEN

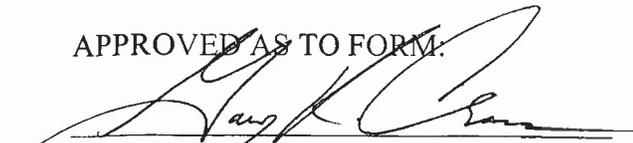
Subscribed and sworn to me this _____ day of _____, 2013.

_____ Notary

Subscribed and sworn to me this _____ day of _____, 2013.

_____ Notary

APPROVED AS TO FORM:



GARY CRANE, City Attorney

EXHIBIT "A"

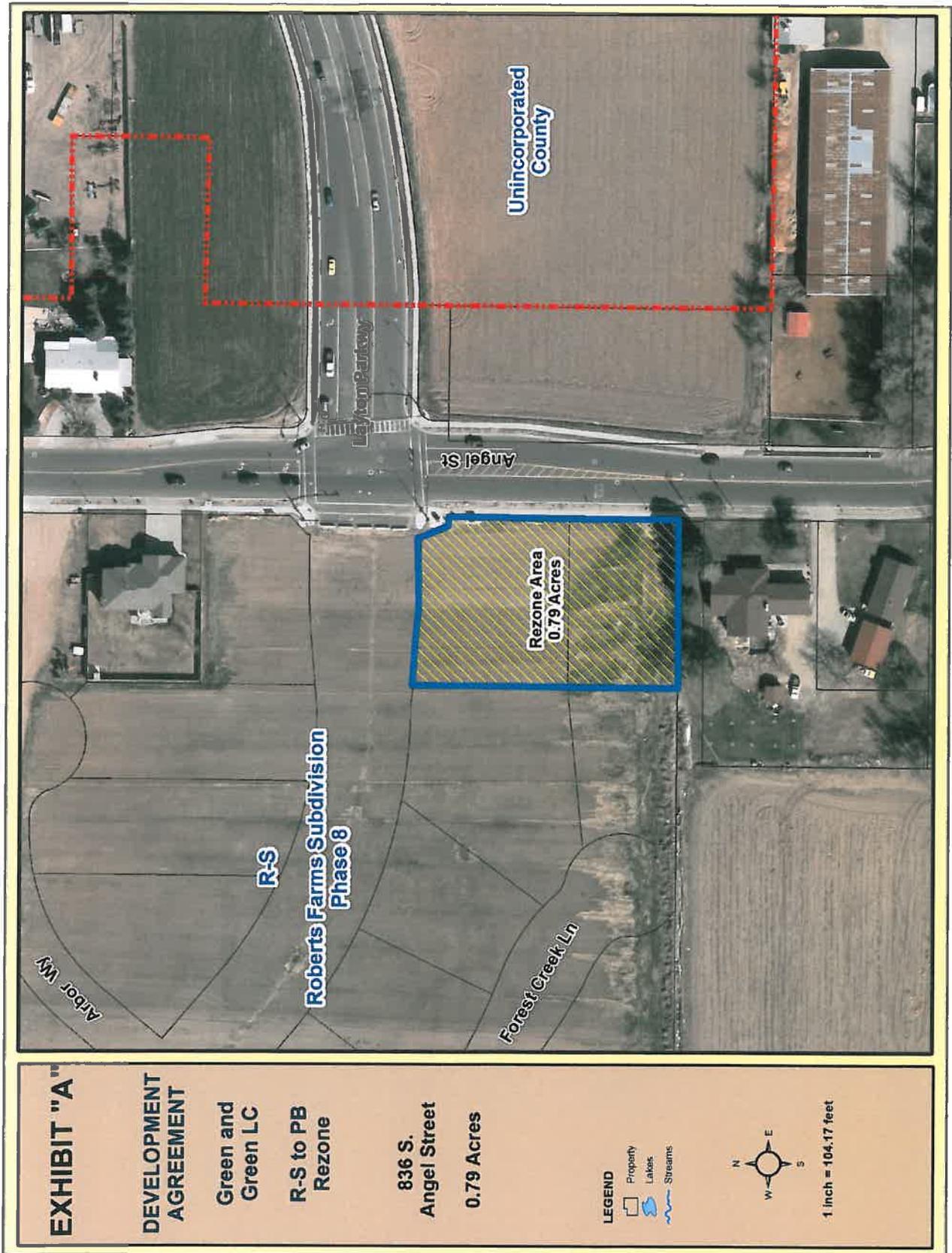


EXHIBIT "A"

DEVELOPMENT AGREEMENT

Green and Green LC

R-S to PB Rezone

836 S. Angel Street

0.79 Acres

LEGEND

- Property
- Lakes
- Streams



1 inch = 104.17 feet

ORDINANCE 13-18
(Green and Green Roberts Farms 8 Rezone)

AN ORDINANCE AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING CLASSIFICATION OF THE HEREINAFTER DESCRIBED PROPERTY, LOCATED AT APPROXIMATELY 836 SOUTH ANGEL STREET FROM R-S (RESIDENTIAL SUBURBAN) TO PB (PROFESSIONAL OFFICE) 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 PB be approved with a development agreement which provides for development of the rezone area in a manner consistent with the General Plan; 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 PB (Professional Office).

PART OF THE SOUTHEAST QUARTER OF SECTION 30, T.4N., R.1W., S.L.B.&M.,
U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY LINE OF ANGEL STREET, SAID POINT BEING N00°12'40"E 693.68 FEET AND N89°47'20"W 33.00 FEET FROM THE SOUTHEAST CORNER OF SECTION 30; THENCE S89°57'42"W 150.01 FEET; THENCE N00°12'40"E 235.25 FEET TO THE SOUTH RIGHT OF WAY LINE OF LAYTON PARKWAY; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) S84°39'19"E 41.86 FEET; (2) ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 46.96 FEET, A RADIUS OF 500.00 FEET, A CHORD BEARING OF S87°20'45"E, AND A CHORD LENGTH OF 46.94 FEET; (3) N89°57'50"E 43.36 FEET; (4) S22°31'32"E 26.07 FEET; AND (5) EAST 7.99 FEET TO THE WEST RIGHT OF WAY LINE OF ANGEL STREET; THENCE S00°12'40"W ALONG SAID WEST RIGHT OF WAY LINE, 205.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 34,264 SQUARE FEET OR 0.79 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 _____, 2013.

J. STEPHEN CURTIS, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:

for _____
GARY CRANE, City Attorney

SUBMITTING DEPARTMENT:

for _____
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 *P. Matson*

Date: November 21, 2013 City Council Meeting

Re: Development Agreement and Rezone Request (Green and Green) – R-S (Residential Suburban) to PB (Professional Office) – Resolution 13-35 and Ordinance 13-18

Location: 836 South Angel Street (1200 West)
Lots 815 and 816 of Roberts Farms Subdivision Phase 8

Current Zoning: R-S (Residential Suburban)

Current Minimum Lot Size: 15,000 square feet

Proposed Zoning: PB (Professional Office)

Proposed Minimum Lot Size: 10,000 square feet

Description of Rezone Area:

The property proposed for rezone from R-S to PB contains 0.79 acres located on the west side of Angel Street at 836 South. The subject property is located at the southwest corner of the intersection of Angel Street and Layton Parkway and consists of two lots (815 and 816) in Phase 8 of the Roberts Farms Subdivision (see attached Phase 8 subdivision plat). Phase 8 is currently under construction together with the extension of Layton Parkway. Subject to zoning approval, the applicant will combine the two building lots to create one parcel for a professional office building that fronts onto Angel Street.

The rezone area is surrounded by R-S (Residential Suburban) zoning on all four sides with an area of unincorporated county located further east of Angel Street.

Background Information and Staff Review:

The City's Zoning Ordinance describes that the proposed PB (Professional Office) zoning district is intended to provide areas throughout the City for offices and institutional uses in which the intensity of the use, in terms of hours of operation and number of customers, is less than that of a commercial zone. It is further described that the PB zone should be located along arterial and

collector streets, abutting residential neighborhoods, which would patronize these uses. Land uses typically found in the PB zone include medical and dental offices, small businesses such as real estate and appraisal offices.

The design of Phase 8 of Roberts Farms Subdivision includes 21 lots and the extension of Layton Parkway from Angel Street to the west. Lots 815 and 816 are situated just south of Layton Parkway on the west side of Angel Street. These two lots combined create an opportunity for the applicant to utilize the PB zone and eventually build a neighborhood-scale office building. At .79 acres (34,412 square feet), the subject property meets the minimum 10,000 square foot lot area requirement of the PB zone. The subject property is approximately 150' x 235' with the 150' depth measured from Angel Street. All applicable setback, landscape buffer and parking requirements can be accommodated on the site together with the construction of a building that could accommodate a number of different professional and medical-related office users.

Although the applicant has no contract with a specific office user at this time, the applicant has been approached by a few different buyers interested in developing the site for a dental practice. One of the potential site users has provided a concept plan and building elevation sketch, which is attached to this report as an example of how the site could develop. If the proposed PB zoning is approved, the building, landscape and site design will be subject to the guidelines of the development agreement together with the site plan regulations of the zoning ordinance. These guidelines and recommendations will ultimately dictate the amount of parking, the amount and location of landscape buffers, and other regulations to insure neighborhood compatibility.

The Land Use/Population Element of the General Plan recommends that professional businesses, if located on a collector street, need to be adjacent to an arterial street and on the edge of single family neighborhoods. Layton Parkway is an arterial street and Angel Street is a collector street with a traffic signal located at the intersection.

The General Plan also recommends that professional businesses at a location such as this should take into account the adjacent neighbors and attempt to blend into the area through the appropriate use of architectural motifs, scale, height, and signage. The guidelines and regulations of the PB zone, together with the requirements of the Development Agreement, should ensure that development of the subject property is consistent with General Plan recommendations.

Neighborhood Issues and Concerns:

On July 16, 2013, a small group of residents from the Pheasant Place neighborhood, met with City Staff to discuss the proposed PB zoning further. The intent of this meeting was to allow these residents an opportunity to present issues of concern and to learn more about the proposed PB zoning, the land uses allowed in the zone, and the details of the draft development agreement. Although a variety of issues were discussed, most of the concerns focused on traffic impacts and pedestrian safety associated with the proposed change in use on the subject property. In response to these concerns, Exhibits "C" through "H" of this report provide supplemental information regarding the following:

- Existing and future neighborhood street and pedestrian connectivity;
- Professional Office (PB) zoning examples throughout the city;
- Site and building design alternatives for the subject property; and
- Traffic count and trip generation data and analysis.

Street and Pedestrian Connectivity:

The attached Neighborhood Connectivity Map (Exhibit “C”) shows the Pheasant Place and Roberts Farms Subdivisions (air photo) with the plats for phases 1 and 2 of Kennington Parkway Subdivision and phase 8 of Roberts Farms Subdivision. The arrows on the map indicate existing and future connection for vehicle and pedestrian traffic between the existing and future subdivisions, and Heritage Elementary School. Roberts Farms Phase 8 is under construction, which will complete the west leg of the Angel Street/Layton Parkway intersection and provide a street/sidewalk connection from Layton Parkway to Heritage Elementary School.

The Engineering Division collected traffic count data during the last week of July. Counts were collected on Layton Parkway at 1100 West and on Angel Street at 400 South and 900 South. The data is not surprising given classification and function of the two streets (see summary table below).

LOCATION	LANE	AADT	85% SPD	PM PEAK	AM PEAK
1100 W. LAYTON PARKWAY	WB	2458	38 mph	299	118
	EB	2366	37 mph	149	233
900 S. ANGEL ST.	SB	3037	28 mph	287	188
	NB	3541	28 mph	308	273
400 S. ANGEL ST.	NB	3494	34 mph	371	195
	SB	3333	38 mph	308	204

As the area continues to build out and Layton Parkway is extended further to the west, connectivity will improve and trips will be distributed throughout the area on a system that is designed to handle growth and associated traffic.

Trip generation estimates from a neighborhood-scale office building on the subject property will vary depending on the total square footage of office space and the uses that ultimately occupy the space. (See Exhibit K.)

City Council Public Hearing – August 15, 2013:

On August 15, 2013, the City Council tabled this rezone and development agreement request. The motion to table this item was so that:

“Staff could have a developed schematic of what Angel Street could look like and would look like; and a better fix on the potential business and what it would look like.” With the “potential of three bays in this office; what was the potential volume.” Given “safety concerns and some issues with Angel Street” the motion was to table “until the

Council got that information, and also that the citizens have a chance to come in and review the information and give the Council input.”

Angel Street Schematic (Striping Plan) – Weaver Lane to 500 South

Exhibit “I” includes four maps representing an updated striping plan for Angel Street from approximately Weaver Lane to 500 South, including the Layton Parkway intersection. With the recent improvements on the west side of Angel Street associated with the construction of Kennington Parkway Subdivision, a center turn lane can be striped for left turns with room for a travel lane in each direction and parking on each side of the street. The Public Works Department has begun work on this striping project and should have it complete before the winter season begins. A memorandum from the Engineering Division is attached to this report explaining the striping plan and the safety concerns addressed.

Left turns into Subject Property

Exhibit “J” is a close-up version of the first map in Exhibit “I” showing the detail of the north-bound left turn lane at Layton Parkway. The Engineering Division memo indicates that there is plenty of room for left turns into the rezone property without obstructing the left turns that are north-bound to go west on Layton Parkway.

Pedestrian Safety and School Routing Plan

The attached Engineering Division memo also provides a summary of recent changes to the school routing plan now that the Layton Parkway signal is in place at Angel Street. It is anticipated that once all public improvements, including sidewalk, are in place west of Angel Street through Roberts Farms Subdivision Phase 8, the school routing plan will change to allow students to access Heritage Elementary School from Layton Parkway and Arbor Way.

Unimproved Portion of Angel Street from 500 South to Gentile Street

The Engineering Division has prepared a design to widen Angel Street on the west side from 500 South to Gentile Street. This design will provide one lane in each direction and a middle turn lane. This project will be constructed in the future given the fact that much of the west side of Angel Street in this area is unimproved and still located in unincorporated Davis County.

Neighborhood Meeting

The Angel Street schematic maps and the Engineering Division memorandum have been shared with the neighborhood representatives that were present during the public hearing. At the time this report was prepared, Staff was working with the neighborhood representative to schedule a time to meet and review the information with Staff prior to the Council public hearing.

Potential Businesses to Occupy Site

In an attempt to gain a better understanding of potential businesses that could occupy the site, Staff met with Dr. Kyle Harmon, a local dentist who attended the first public hearing and provided comment to the Council. Dr. Harmon does not have a contract with the applicant to purchase the property; however, he is interested in doing so if the PB zoning is approved. As a potential developer and occupant of the site, Dr. Harmon has stated that he is not interested in allowing a competing practice to occupy any of the future business suites. Rather, he would like to explore

having an additional practitioner who is a specialist and would compliment his practice. Dr. Harmon has indicated that he will be in attendance at the public hearing to provide additional information and input to the Council about his practice and potential use of the property.

Although the sketch plan in this packet shows a concept for a +-9,000 square foot building on the Subject Property, this is merely an example of one way the site could be developed and how parking, buffers and setbacks can be accommodated.

Staff Recommendation:

Staff recommends the Council adopt Ordinance 13-18 approving the rezone request from R-S to PB subject to approval of Resolution 13-35 approving the Development Agreement. This recommendation is also based on consistency with General Plan land use recommendations for professional offices at the intersection of an arterial and collector street.

Engineering D.R. Planning PM Fire DS

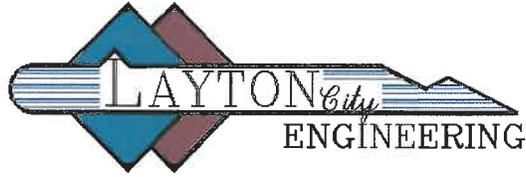
Planning Commission Proceedings and Recommendation:

The Planning Commission reviewed this rezone request on July 9, 2013, and recommended the City Council adopt Resolution 13-35 and Ordinance 13-18 approving the Development Agreement and the Rezone from R-S to PB. The Commission discussed the details of the draft Development Agreement and was of the opinion that the proposed PB zoning was a very workable alternative for this corner of the Layton Parkway and Angel Street.

One area resident from the Pheasant Place neighborhood (north of rezone area) expressed concern regarding traffic and pedestrian safety around the Layton Parkway/Angel Street intersection. She mentioned that Angel Street is a main school route to Heritage Elementary on Weaver Lane and she was concerned about the increased traffic that may accompany a professional or dental office building on the subject property.

List of Exhibits:

- Exhibit "A" - Roberts Farms Subdivision Phase 8 Plat – Lots 815 and 816 highlighted
- Exhibit "B" - Rezone Property – Site Photos
- Exhibit "C" - Neighborhood Connectivity Map
- Exhibit "D" - City-wide Professional Business Zoning Map
- Exhibit "E" - PB Zoning Dental Office Photo Examples
- Exhibit "F" - PB Zoning Office Building Photo Examples
- Exhibit "G" - Rezone Area – Site Plan/Building Elevation Example – Parking in Front
- Exhibit "H" - Rezone Area – Site Plan/Building Elevation Example – Parking in Rear
- Exhibit "I" - Angel Street striping plan (4 maps) – Approximately Weaver Lane to 500 North
- Exhibit "J" - Close-up view of Angel Street with north-bound left turn lane
- Exhibit "K" - Trip Generation



MEMORANDUM

TO: Peter Matson, Community Development

CC: James Woodruff, City Engineer

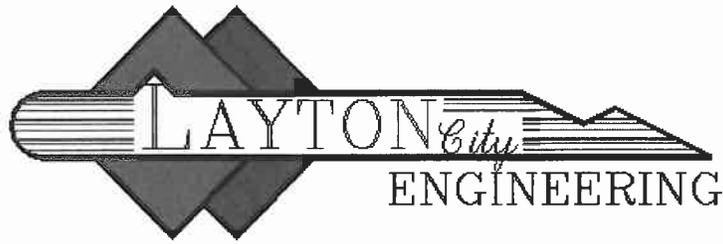
FROM: Alan Moss, Traffic Engineer

DATE: October 30, 2013

RE: ED GREEN BUSINESS REZONE AT ANGEL ST. AND LAYTON PKWY

The following is my response to the questions you have raised concerning this rezone.

1. Concerns: North Bound Left turns into the PB-zone property will conflict with the North Bound left turns onto Layton Pkwy.
 - a. The striping plan shows there is plenty of room for the left turns into this business without obstructing the left turns onto Layton Pkwy (NB to WB).
2. Trip generation estimates have not changed.
3. Concerns: Pedestrian Safety and School Routing Plan. School routing has been changed. The School Crosswalk by Angel and Weaver has been discontinued because there are not enough students to justify the crosswalk at that location. The flashing yellow lights remain and can be activated by a pedestrian button near the crosswalk for anyone wishing to cross at that location. The crossing guard has been moved to the Layton Parkway/Angel St. intersection. There is now two crossing guards at this intersection to facilitate the students crossing Angel St. north of the Pkwy and again crossing the Pkwy on the west side of Angel. It is anticipated that when the construction is completed the school routing plan will change requiring the students to cross Angel St. and the Pkwy as stated above and then proceed on the south side of the Pkwy to Arbor way, crossing Arbor Way at the stop sign and then down to the school. We do not anticipate a mid block crossing for students to cross Layton Parkway at Arbor St. because of the inherent dangers related to a mid block crossing.
4. Concerns: Striping is closer to the east side of Angel St. and not centered.
 - a. A new striping plan (attached), has been given to PW to complete when they are able.
5. Concerns: Unimproved portion of Angel St. from 500 S. north to Gentile St.
 - a. Layton City has prepared a design to widen Angel Street on the west side from Gentile Street to 500 S. This will provide one lane in each direction and a middle turning lane. This project will be constructed at some time in the future.



MEMORANDUM

To: Ed Green – edgontherun@comcast.net
Chris Cave – ccave@reeve-assoc.com

From: Stephen Jackson, Engineering Department

CC: Building/Community Development/Fire Department

Date: June 25, 2013

RE: **Roberts Farms Phase 8 Rezone – Lots 815 and 816**

I have reviewed rezone application submitted on June 18, 2013 for the Roberts Farms Subdivision Phase 8 – Lots 815 and 816 located at approximately 750 South Angel Street. The Engineering Department recommends that the rezone be approved subject to the following comments.

General

1. The Engineering Department has no issues with the proposed zoning change from R-S to PB
2. Drive approaches must be 20 feet from property lines on commercial sites and must be at least 200 feet from intersections where traffic signals are present. The location of the drive approach to this parcel will be reviewed with the site plan submittal.



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

Mayor • J. Stephen Curtis
City Manager • Alex R. Jensen
Asst. City Manager • James S. Mason

MEMORANDUM

TO: Community Development, Attention: Julie Jewell

FROM: Douglas K. Bitton, Fire Prevention Specialist 

RE: Green and Green Rezone Roberts 8 @ 750 South Angel Street

CC: 1) Ed Green, edgontherun@comcast.net
2) Chris Cave, ccave@reeveassoc.com

DATE: June 26, 2013

I have reviewed the site plan received on June 18, 2013 for the above referenced project. The Fire Department, with regards to the rezone, does not have any comments at this time.

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.

DBIGreen and Green RZ:kn
Plan # S13-077, District # 42
Project Tracker: #LAY 1306181377





Memorandum

To: Planning Commission
From: Scott Carter, Parks Planner
Date: June 20, 2013
Re: Green & Green Rezone, R-S to PB – 750 South Angel Street

The Parks & Recreation Department sees no adverse impacts to existing facilities or the long-term plans of the department related to the proposed Green & Green Rezone, R-S to PB.

Recommendation

Parks & Recreation supports approval of the rezone.

City Council Meeting

November 21, 2013

Green and Green
Rezoning

R-S to PB

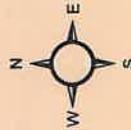
836 S.

Angel Street

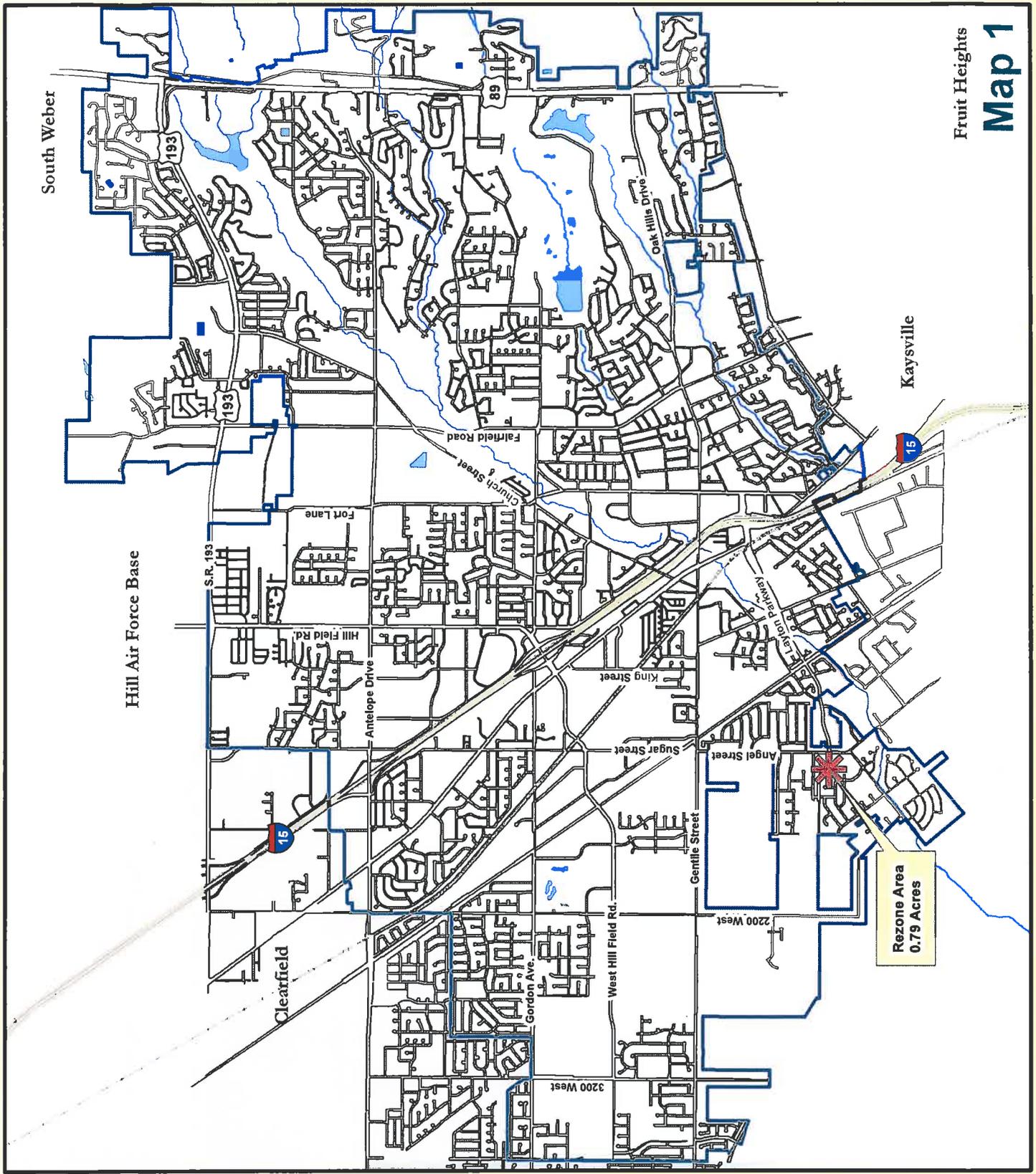
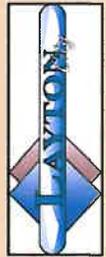
0.79 Acres

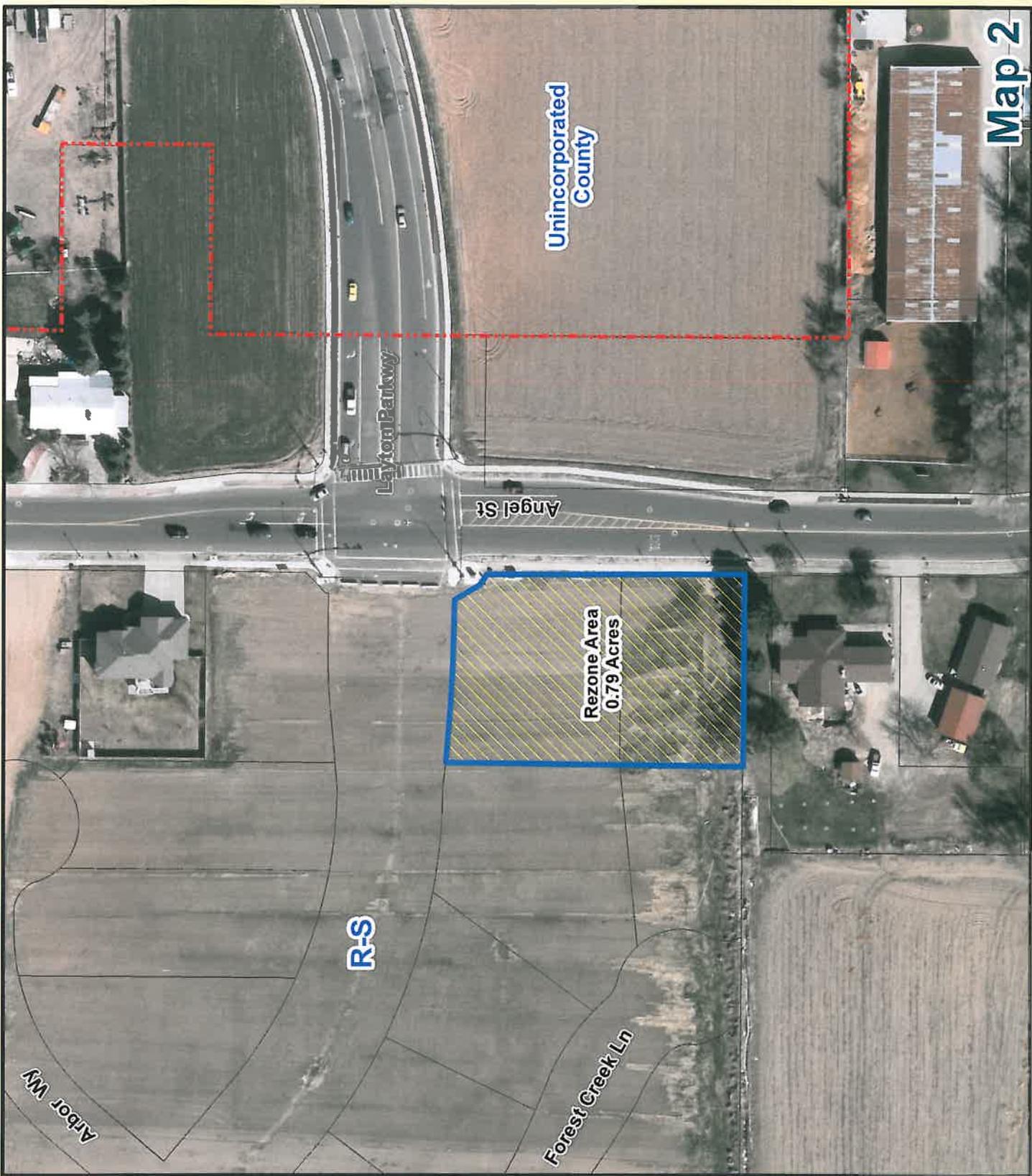
LEGEND

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



1 inch = 4,250 feet





City Council Meeting

November 21, 2013

Green and Green Rezoning

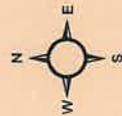
R-S to PB

836 S. Angel Street

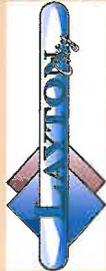
0.79 Acres

LEGEND

-  Property
-  Lakes
-  Streams



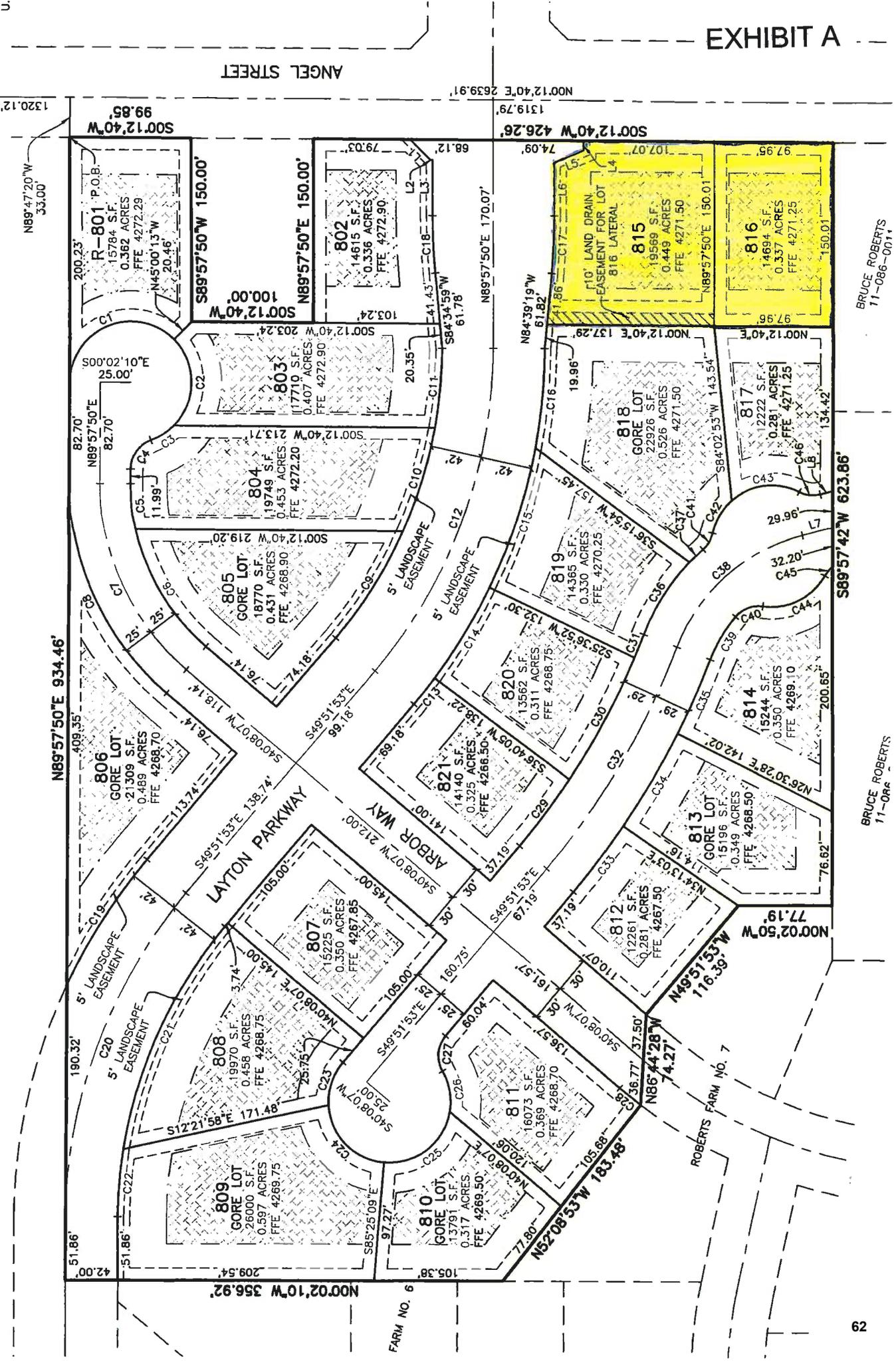
1 inch = 104.17 feet



Roberts Farms No. 8

PART OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
 LAYTON CITY, DAVIS COUNTY, UTAH
 FEBRUARY, 2013

TER OF SECTION 30, TOWNSHIP 4 NORTH,
 1 WEST, SALT LAKE BASE AND MERIDIAN,
 SURVEY, FOUND DAVIS COUNTY MONUMENT



BRUCE ROBERTS
 11-086-001*

BRUCE ROBERTS
 11-086

GREEN AND GREEN REZONE – R-S to PB
Rezone Property – Site Photos



NEIGHBORHOOD CONNECTIVITY MAP

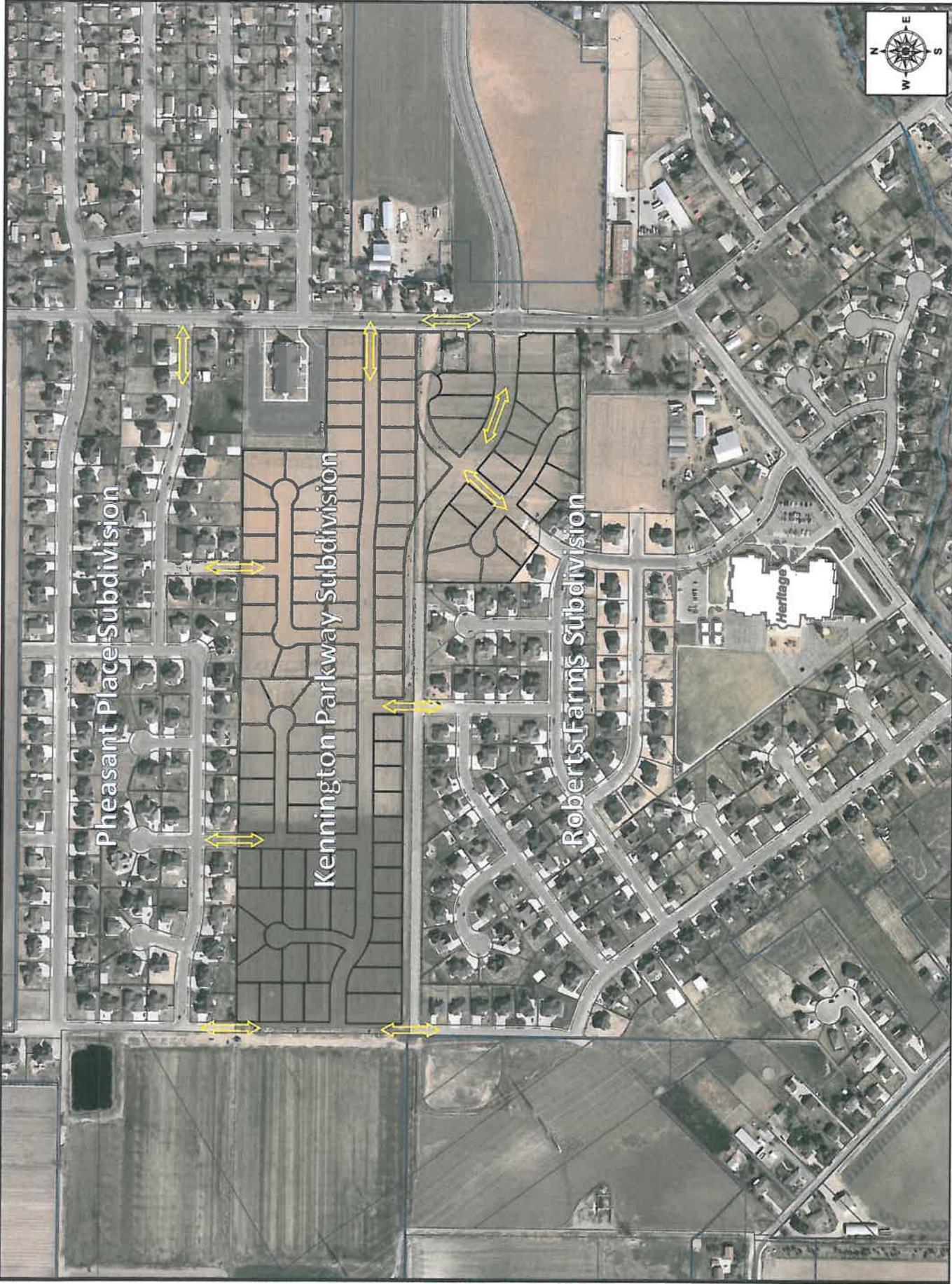
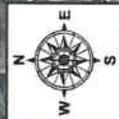


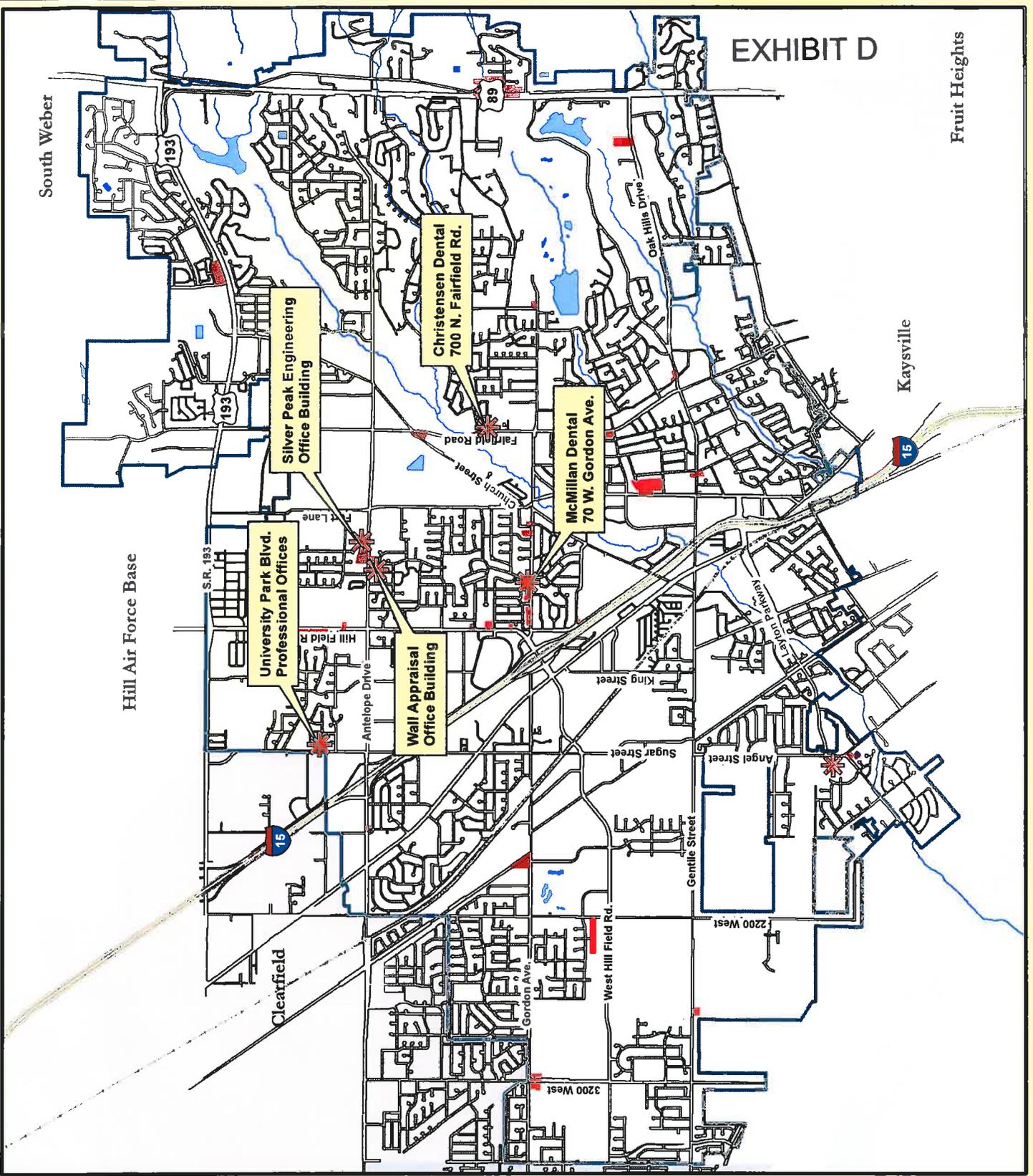
EXHIBIT D

Fruit Heights

Kaysville

South Weber

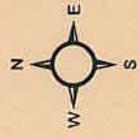
Hill Air Force Base



City-Wide Professional Business Zoning

Specific Office Building Examples

- LEGEND**
- Rail Lines
 - Interstate 15
 - Layton City Boundary
 - Rights of Way
 - Zoning**
 - PB
 - Lakes
 - Streams



1 inch = 4,250 feet



CHRISTENSEN DENTAL OFFICE



MCMILLAN DENTAL OFFICE



SILVER PEAK ENGINEERING OFFICE BUILDING



WALL APPRAISAL OFFICE BUILDING

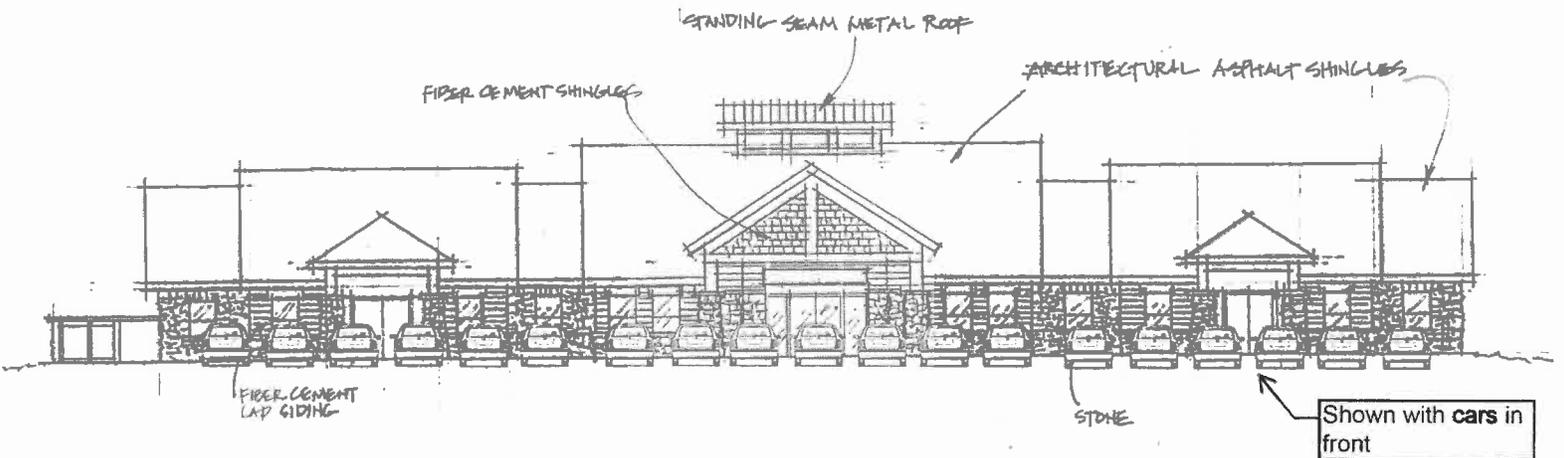
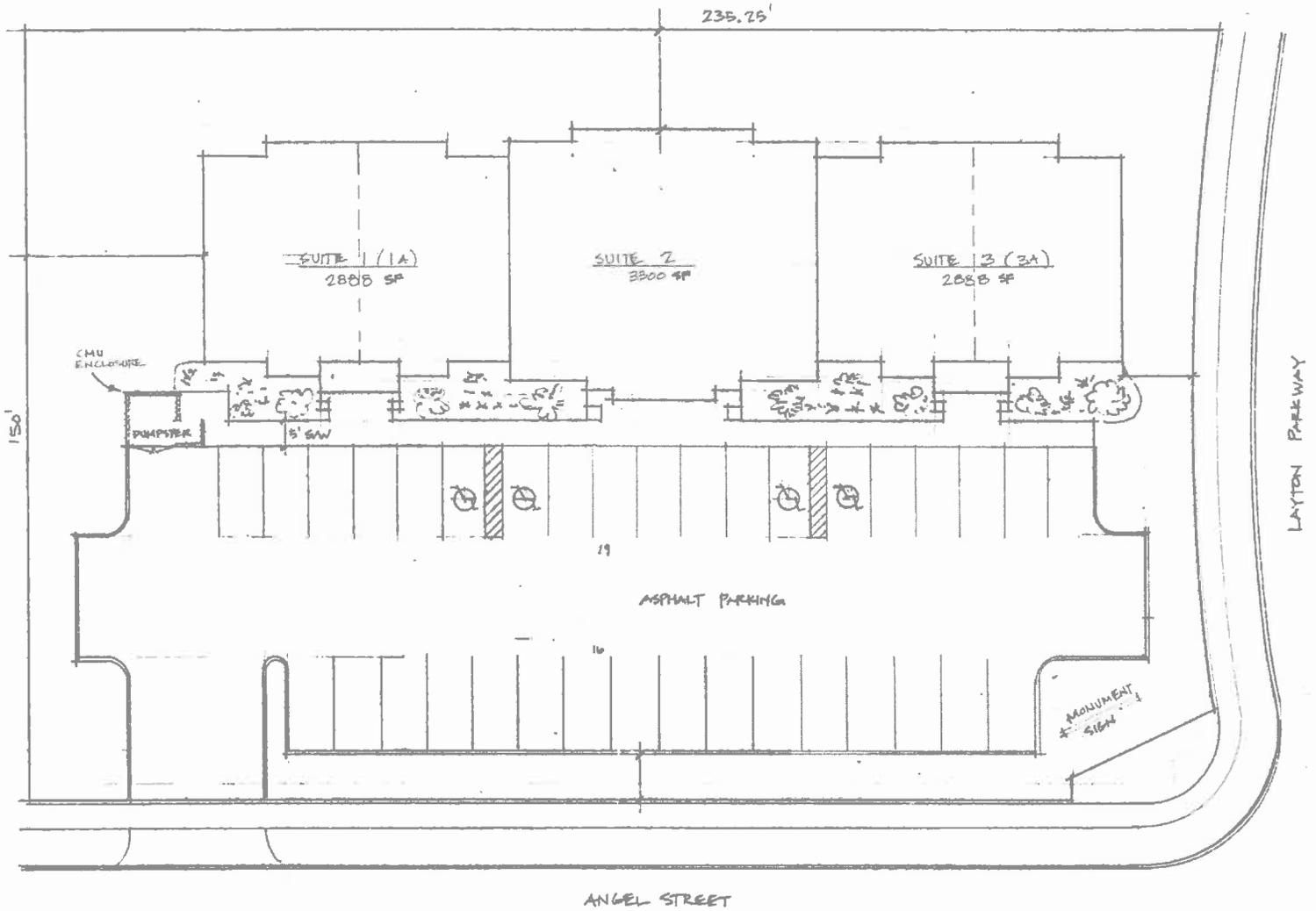


UNIVERSITY PARK BLVD. OFFICE BUILDINGS



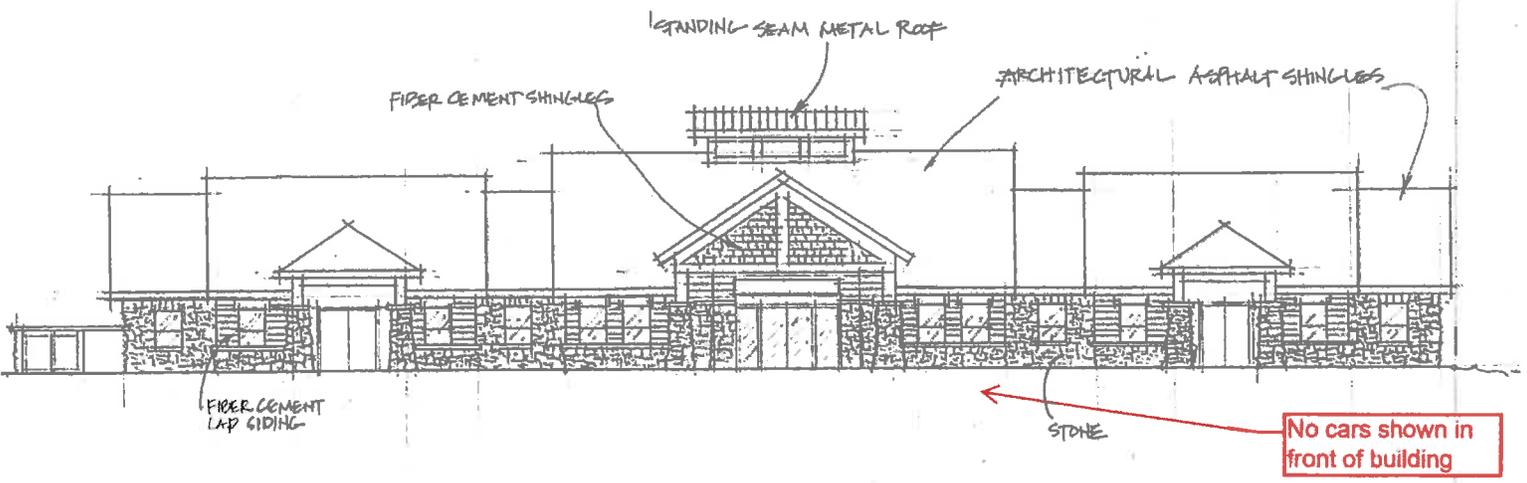
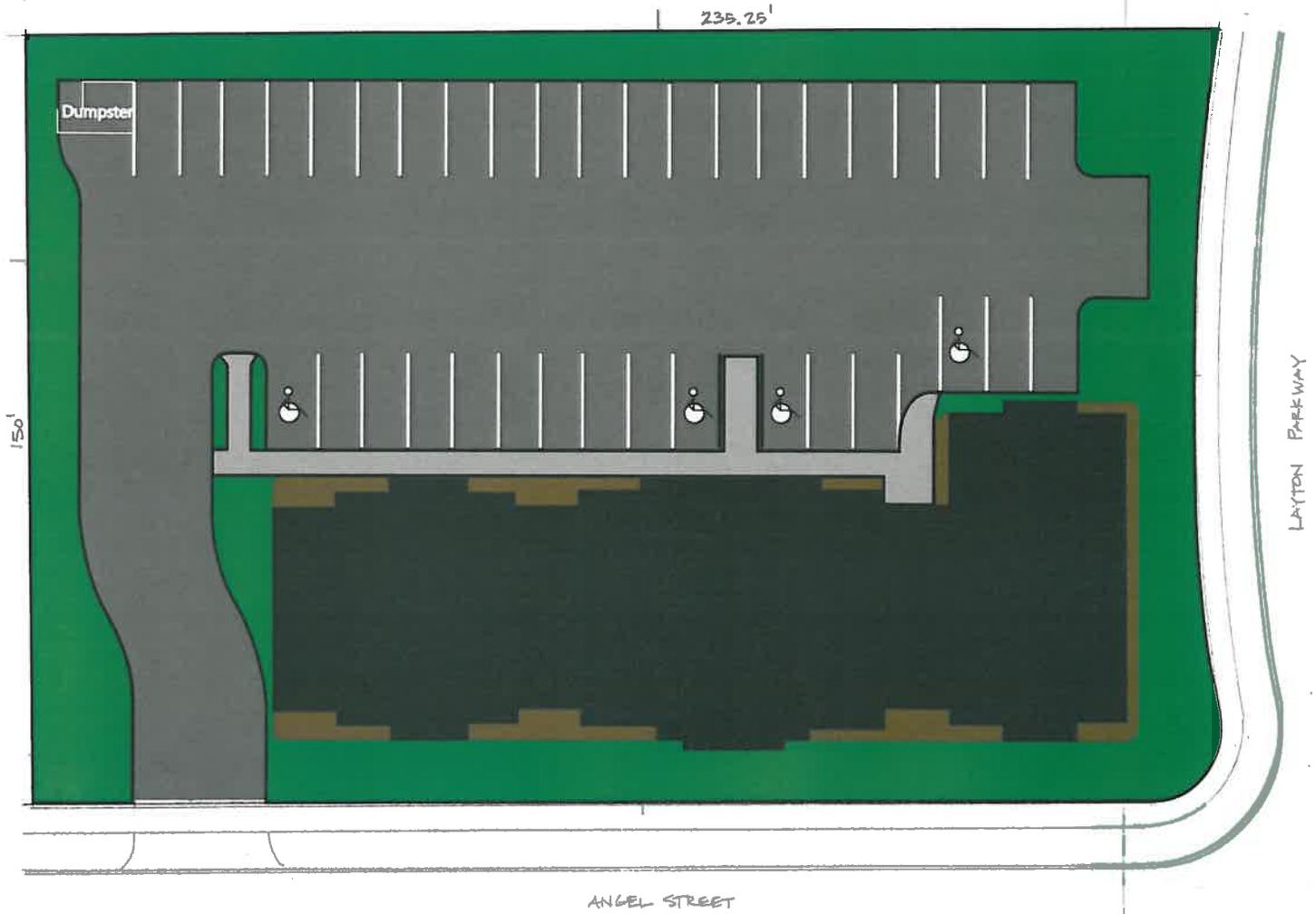
GREEN AND GREEN REZONE – R-S to PB

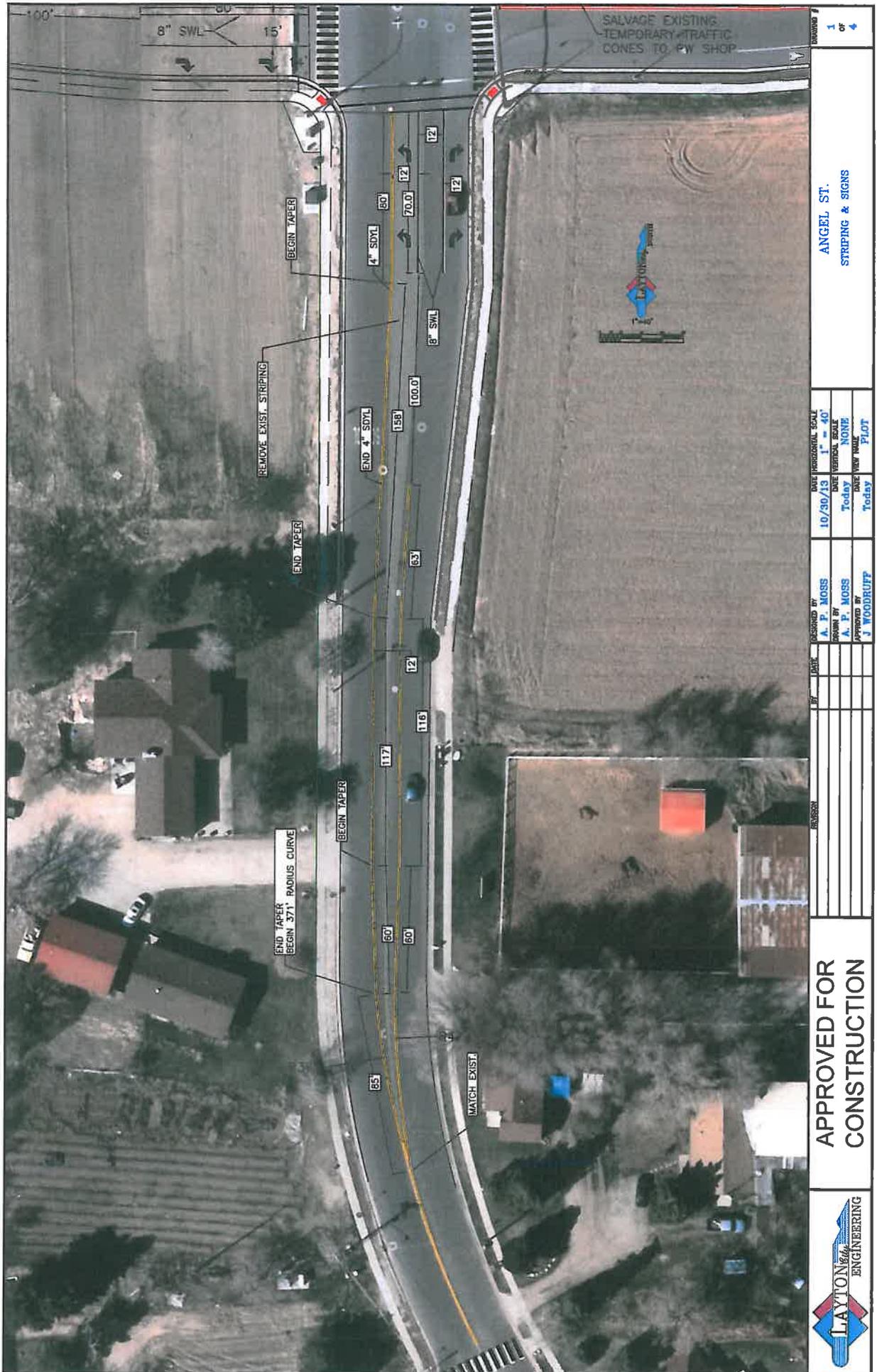
Sketch Plan Example – Parking in Front



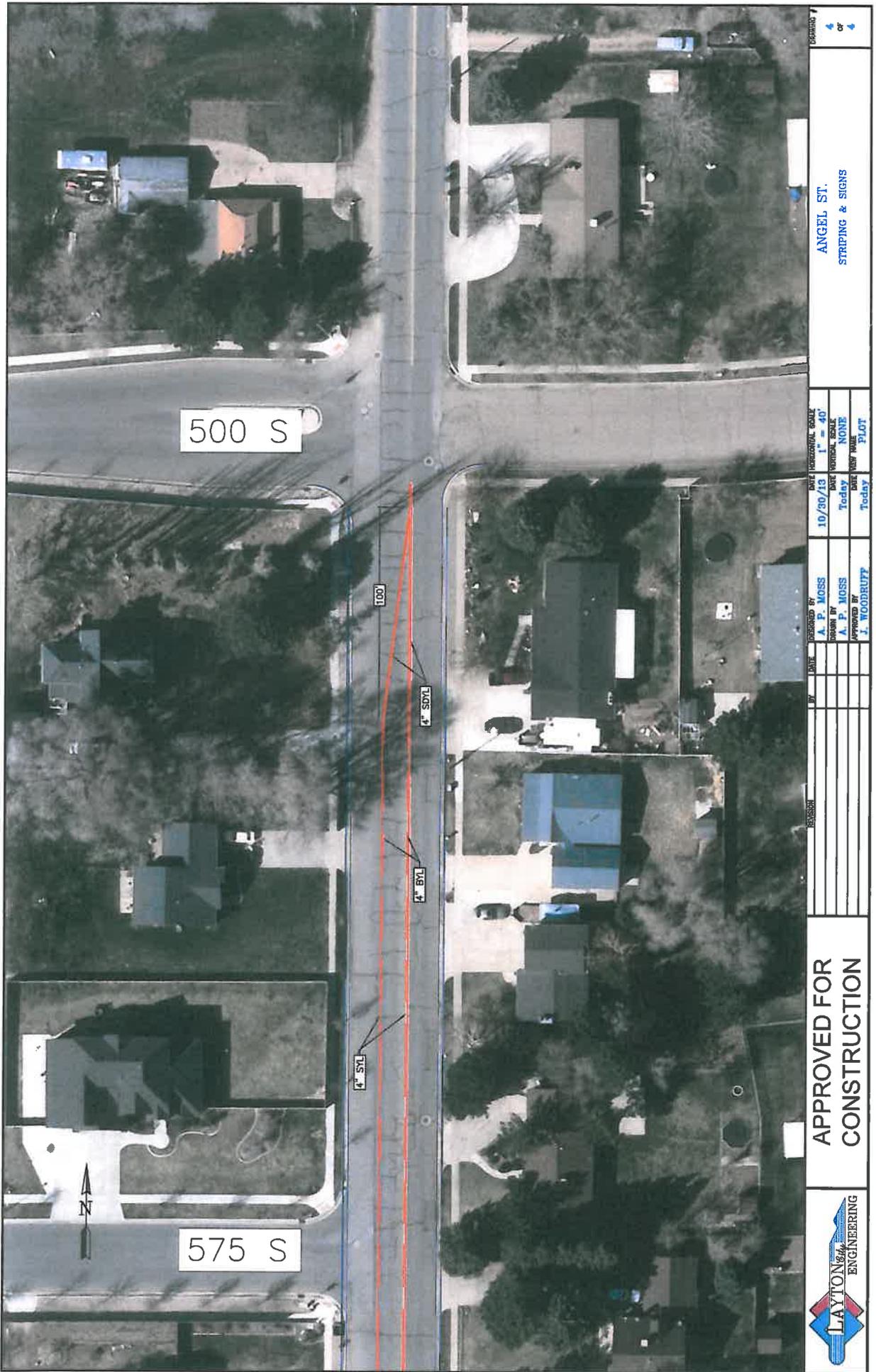
GREEN AND GREEN REZONE – R-S to PB

Sketch Plan Example – Parking in Back

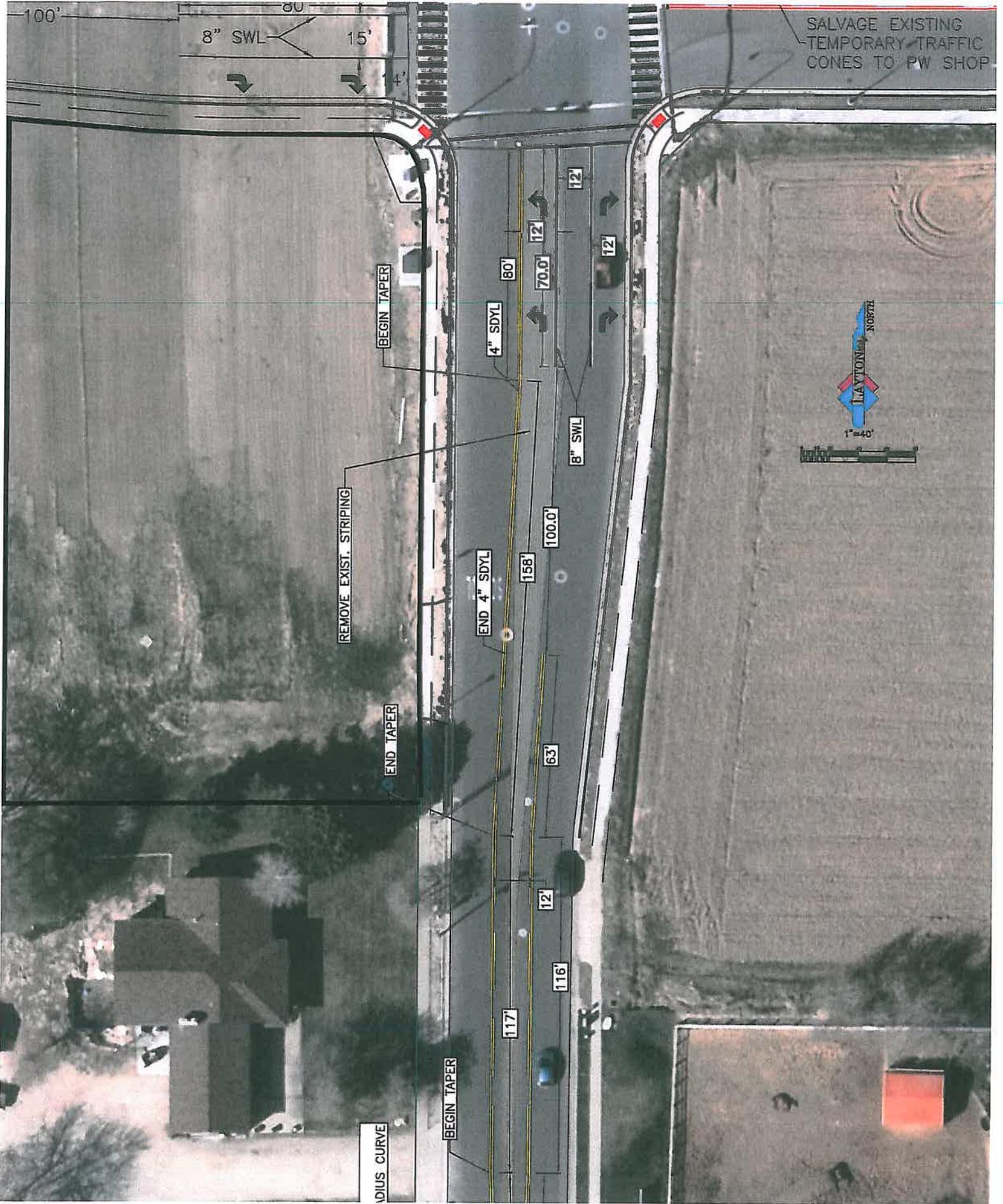




<p>APPROVED FOR CONSTRUCTION</p> 		<p>ANGEL ST. STRIPING & SIGNS</p>		<p>1 of 4</p>
		<p>DATE HORIZONTAL SCALE 10/30/13 1" = 40'</p>	<p>DATE VERTICAL SCALE Today NONE</p>	<p>DATE VIEW VALUE Today PILOT</p>
<p>BY DATE</p>	<p>DESIGNED BY A. P. MOSS</p>	<p>DATE 10/30/13</p>	<p>DATE HORIZONTAL SCALE 1" = 40'</p>	<p>DATE VERTICAL SCALE Today NONE</p>
<p>REVISION</p>	<p>APPROVED BY J. WOODRUFF</p>	<p>DATE Today</p>	<p>DATE VIEW VALUE Today PILOT</p>	<p>DATE HORIZONTAL SCALE 1" = 40'</p>



	<p>APPROVED FOR CONSTRUCTION</p>		DESIGNED BY A. P. MOSS	DATE 10/30/13	HORIZONTAL SCALE 1" = 40'	ANGELO ST. STRIPING & SIGNS	SHEET NO. 4 OF 4
			DRAWN BY A. P. MOSS	DATE Today	VERTICAL SCALE NONE		
			APPROVED BY J. WOODRUFF	DATE Today	PLOT		
			CHECKED BY	DATE	SCALE		



TRIP GENERATION

DENTAL OFFICE - AVERAGE VEHICLE TRIP ENDS PER 1000 SF			
ON A	AVG RATE	% ENTERING	% EXITING
WEEKDAY	36.13	50	50
PEAK HR (7-9 AM)	2.48	79	21
PEAK HR (4-6 PM)	3.72	27	73
DENTAL OFFICE PER EMPLOYEE			
WEEKDAY	8.91	50	50
PEAK HOUR (7-9 AM)	0.8	65	35
PEAK HOUR (4-6 PM)	0.97	39	61
GENERAL OFFICE BLDG PER 1000 SQ FT			
WEEKDAY	11.01	50	50
PEAK HR (AM)	1.55	88	12
PEAK HR (PM)	1.49	17	83
GENERAL OFFICE PER EMPLOYEE			
WEEKDAY	3.32	50	50
PEAK HR (AM)	0.48	88	12
PEAK HR (PM)	0.46	17	83

This data was obtained from the Trip Generation Manuals 7th Ed. Developed by the Institute of Transportation Engineers, (ITE) published 2011.

TRAFFIC DATA FOR THE INTERSECTION OF LAYTON PKWY AND ANGEL ST. (July 15-22, 2013)					
LOCATION	LANE	AADT	85% SPD	PM PEAK	AM PEAK
1100 W. LAYTON PARKWAY	WB	2458	38 mph	299	118
	EB	2366	37 mph	149	233
900 S. ANGEL ST.	SB	3037	28 mph	287	188
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