

**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 **6:15 PM on March 20, 2014.**

AGENDA ITEMS:

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

- A. Minutes of Layton City Council Strategic Planning Work Meeting - January 30, 2014
- B. Minutes of Layton City Council Work Meeting - February 6, 2014
- C. Minutes of Layton City Council Meeting - February 6, 2014
- D. Minutes of Layton City Council Strategic Planning Work Meeting - February 20, 2014
- E. Minutes of Layton City Council Meeting - February 20, 2014
- F. Minutes of Layton City Council Budget Work Meeting - February 24, 2014

2. MUNICIPAL EVENT ANNOUNCEMENTS:

3. CITIZEN COMMENTS:

4. VERBAL PETITIONS AND PRESENTATIONS:

- A. Proclamation - Vietnam Veterans Day

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

- A. Agreement between Layton City and Spillman, Solutions II, and IBM Global Finance for the Acquisition of a Replacement Server for Police/Fire Records Management - Resolution 14-09
- B. Bid Award – Brinkerhoff Excavating, Inc. – Project 13-20 – 285 West Storm Drain and Land Drain – Resolution 14-08 – Along 285 West from 1925 North to 1775 North

6. PUBLIC HEARINGS:

7. PLANNING COMMISSION RECOMMENDATIONS:

8. NEW BUSINESS:

9. UNFINISHED BUSINESS:

10. SPECIAL REPORTS:

ADJOURN:

Notice is hereby given that:

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

Date: _____

By: _____

Thieda Wellman, City Recorder

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

Citizen Comment Guidelines

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

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

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

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

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

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

Thank you.

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

JANUARY 30, 2014; 5:37 P.M.

**MAYOR AND COUNCILMEMBERS
PRESENT:**

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

STAFF PRESENT:

**ALEX JENSEN, GARY CRANE, BILL WRIGHT,
PETER MATSON, KENT ANDERSEN, JAMES
(WOODY) WOODRUFF AND THIEDA WELLMAN**

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

Mayor Stevenson opened the meeting and turned the time over to Alex Jensen, City Manager.

ANTELOPE DRIVE/HIGHWAY 89 PARK AND RIDE

Alex said UDOT was looking for more formal direction from the Council. He said there had been a series of public meetings, as well as meetings at the City, about the proposed Park and Ride. Alex said Staff had continued to have discussions with UDOT, not necessarily about whether a Park and Ride was good or not good, or if the City wanted it or didn't want it, but rather to try and work through some evaluation issues with regard to trades that needed to occur because of the infrastructure they would be putting in and how it would impact the City's infrastructure. He said Staff had also been working with UDOT to try and encourage them to build the Park and Ride to the City's standards, if the Park and Ride was built, and not put in things such as substandard lighting and expect the City to come back later and update that. Alex said those discussions were not quite finalized but had been progressing well; UDOT has begun to realize that there needed to be a more fair trade-off for allocation of those costs.

Councilmember Freitag asked if there should first be a discussion about whether the Council even thought that there should be a Park and Ride there. He said his understanding was that UDOT was waiting for direction on the specifics if one was constructed, but also they wanted to know if there wasn't going to be one at all.

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Councilmember Petro arrived at 5:41 p.m.

Alex said that was true. He said Staff had been working down parallel tracks, not with the anticipation that it would or wouldn't be approved, but to try and do the necessary homework. Alex said there would have to be sharing of infrastructure impacts whether the Park and Ride piece was put in or not, because of the frontage road system and the connections that would be built. He said he didn't think they were in a crisis situation, but UDOT was interested in knowing whether the Council wanted the Park and Ride or not.

Woody Woodruff, City Engineer, gave the Council a brief history of the Park and Ride. He said the Park and Ride was considered after the project for the connection of Antelope Drive to Highway 89. He said at some point the Region Director directed his Project Manager to look at a Park and Ride. Woody said there was some thought and discussion about where the Park and Ride could and should be located.

Woody said the Antelope Drive area was considered because it was about 2 ½ miles from the location to the north and about 3 ½ miles from the one to the south. He said criteria for the location included being very close to Highway 89 to meet their operation schedule; safety with the location off of Highway 89 and on a frontage road; a Bureau of Reclamation 72 inch water line; topography; cost; and impacts to residents.

Woody displayed a map of the new frontage road and the Antelope Drive connection to Highway 89, and the proposed location of the Park and Ride. He indicated that this connection was eventually planned for a full overpass intersection; this was a temporary connection until the new interchange was built. Woody said they didn't know when that would happen.

Woody discussed other areas that were considered for the Park and Ride, but those locations had higher impacts to residents and there were issues with a major waterline in the area to the south of the proposed site. He said UDOT felt that the current proposed location was best because of impacts and costs. Woody displayed a conceptual drawing of the proposed Park and Ride lot and the routes buses would use to access the lot.

Woody said UDOT indicated that it was up to Layton City to support or not support the Park and Ride. If the Park and Ride wasn't built with this project, it could be some time before one would be built in

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Layton. He said when Highway 89 was widened, future locations for a Park and Ride could include the Oak Hills Drive interchange or the Gordon Avenue interchange, but that could be many years from now. Woody said the City or Davis County might be able to go after funding through the Wasatch Front Regional Council, but that would be down the road as well. He said UDOT was willing to put the Park and Ride in now as part of the Antelope Drive project.

Woody said UDOT wanted to enter into an agreement with the City for operation and maintenance of the Park and Ride. The City's responsibilities would include snow removal, landscaping and irrigation maintenance, water for irrigation, light maintenance and electrical power, replacement of signs, security and trash removal. He said UDOT's responsibilities would include construction of the frontage road and parking facilities to Layton City standards; including asphalt, street lights, landscape and irrigation, drainage, signage and striping. Woody said UDOT would also be responsible for resurfacing the parking lot and restriping as needed, and maintenance of the shelter.

Alex said there had been discussion in the past about identifying other sites for a Park and Ride; specifically the Adams Canyon area. He said Staff pushed that pretty hard with UDOT, but their environmental document for the project did not accommodate a project at that location. Alex said they were very reticent to try to initiate a new environmental document solely for a Park and Ride. He said time and costs for any environmental document were significant. Alex said UDOT agreed that in the long run that may be a good location, but the timing was really bad. He said planning for a Park and Ride location at Adams Canyon would be better when the Oak Hills Drive connection was done.

Mayor Stevenson asked who owned the Adams Canyon property.

Woody said he thought that it was Weber Basin.

Councilmember Day asked when the Gordon Avenue connection would come on line.

Councilmember Francis arrived at 5:55 p.m.

Alex said the Gordon Avenue interchange was well down the road, probably 20+ years. He said UDOT and UTA felt that there needed to be a Park and Ride to address safety issues with pedestrians currently accessing buses on Highway 89. Alex said they felt that this location would work for the next 8 to 10

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years. He said he felt that if a Park and Ride did not go at this location, it was too expensive to do a separate EIS, and it would probably not happen for a long time.

Councilmember Brown asked if there were any studies of how many people from Layton used this bus route.

Woody said he could ask UTA to supply that information. He said he felt that numbers would increase substantially with Weber State ridership.

Mayor Stevenson said at one of the meetings there was discussion about the City paying for maintenance. Was Staff more comfortable with the fact that UDOT would be resurfacing the lot as needed?

Alex said the City had been negotiating with them about these issues. He said UDOT did not have small enough equipment to plow the lots. Alex said Staff tried to get UTA to pick up that responsibility, but they didn't have the equipment either.

Mayor Stevenson said when he was talking with them he suggested that they budget \$50,000 for a truck for the City; they didn't say no.

Alex said the snow removal was probably the most onerous thing the City had been asked to do. He said the City would have plows in the area to take care of streets. Alex said Staff had indicated that the City would be happy to maintain the infrastructure if it was put in meeting City standards. He said it would be more closely associated with the City, in terms of the citizens using the lot, than it would for UDOT. However, the City didn't want to get stuck with large ticket items on the upfront side or ongoing. Alex said originally they wanted the City to resurface the parking lot and repair the structures, but Staff's perspective was that UDOT would have to do that. He said the City would do the day to day maintenance to keep the lot looking nice, but the City didn't want to get stuck with the big ticket items. He said this wasn't something that would just benefit Layton residents; it was something that would benefit the State and County, and Layton City residents should not bear a disproportionate share of the cost. Alex said from Staff's perspective, UDOT had come quite a ways off their recent positions and it was much closer to being fair.

Councilmember Freitag said as he thought about the benefits to the City versus the cost, what it didn't do

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was bring people into the City. He said there was no retail in that area for those that would be parking. Councilmember Freitag said this didn't provide a lot of benefit, but it would cost a lot. He said it did not help with east/west transportation. Councilmember Freitag said he disagreed with the Weber State analysis; the goal was to keep students at the Layton campus instead of those students going to the Ogden campus. He said the Park and Ride would be more of a burden to the residents in the area and it wouldn't help meet any of the City's transportation goals.

Councilmember Brown said if the bus route provided service to the University of Utah there could be a lot of students from Layton riding the bus. It could provide a service to citizens. She said in the future if the City wanted UTA to have routes that went from Highway 89 to the mall or the FrontRunner station; if the City worked with them on this they may be more willing to provide additional routes in the future that would benefit the City.

Councilmember Freitag said those routes currently existed; those that were using the transportation system would continue to use the transportation system. His question was how many more people would use the system that weren't choosing to use it now, and would it be worth the cost.

Councilmember Brown said there wasn't a UTA route that came down to the FrontRunner station right now.

Mayor Stevenson said realistically if this wasn't done now, it could be over 20 years before a Park and Ride was built in Layton. In 20 years mass transit could be much more important. He wondered if 150 parking spaces would be enough for the future; would there be problems with people parking along the frontage road. He asked if there had been much comment from the residents since the original meeting.

Councilmember Day said he had received a few comments from residents in the area. He said one of the concerns was about a wall.

Woody said UDOT had held 3 or 4 public meetings with the residents. He said there had only been 1 resident that had continued to express concerns with the location of the Park and Ride relative to his property. Woody said UDOT had discussed a wall along that right of way to help buffer some of the residents. He said based on the noise study completed, UDOT had indicated that a wall wouldn't be required.

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Councilmember Brown asked about the hours of operation.

Woody said it was based on commuter times; 5 a.m. to 9 p.m.

Council and Staff discussed previous discussions about a wall, and the many pros and cons. They discussed ridership.

Woody said the Park and Ride would promote fewer cars on the roads, which would improve air quality.

Councilmember Brown asked if there was a way for UTA to track how many Layton residents were using the bus route.

Woody said it would be difficult to determine that but Staff would request the data from UTA.

Mayor Stevenson asked Councilmember Freitag if his main concern was the money it would cost to build and maintain the Park and Ride.

Councilmember Freitag said it was a cost benefit analysis of spending the money to put it in. Was the City subsidizing UTA's service? He said the City wasn't in the transportation business, UTA was. Councilmember Freitag said why would the City subsidize this operation when we didn't have any idea what the use would be, and he wasn't convinced that at this time this was a better option than riding the train or driving.

Mayor Stevenson said if UDOT were to install the Park and Ride and totally maintained it, would he be in favor of the Park and Ride.

Councilmember Freitag said he didn't even know if it was needed; he would have to know that it was necessary.

Councilmember Francis asked about insurance liability.

Gary Crane, City Attorney, said anything the City did would be covered by the City's insurance; anything

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that UDOT did would be covered by their insurance. He said it would be similar to any other City facility. Gary said he couldn't think of anything the City would be held responsible for; if a snow plow hit someone's vehicle while plowing snow, the City might be responsible for that.

Alex asked Gary to speak to someone being assaulted or having their car burglarized in the parking lot.

Gary said that would be a UTA problem, but they were probably immune to that as well because people parked there at their own risk, but they would be the ones ultimately sued over it.

Councilmember Brown asked about the cost to maintain the lot.

Woody said the major cost was snow removal, which could be up to \$10,000 a year.

Alex said he thought that that amount included restriping and resurfacing; it would probably be closer to a few thousand dollars a year.

Woody said because of the way the Fruit Heights lot filled up, UDOT felt that this lot would immediately use about 140 stalls.

Council and Staff discussed carpool groups using the lot as a meeting place.

Mayor Stevenson said eventually this area would be an interchange; if residents were concerned about a Park and Ride they were going to be really concerned with an interchange. He said air quality was a big concern; mass transit could be emphasized more and more in coming years. If there were 12 stops along Highway 89, Layton had residents using those unsafe bus spots. This would be a good thing; the City would be wise to have a Park and Ride in the community.

Councilmember Brown said the City might be able to convince UTA to create a route from this area to the mall.

Woody said the estimated cost to build the Park and Ride was \$1,200,000; the entire project would be about \$5,000,000 plus the \$1,200,000 for the Park and Ride.

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Mayor Stevenson asked when they needed a decision from the City.

Councilmember Day said last night they talked like they were ready to go.

Mayor Stevenson asked if Staff needed a formal vote from the Council.

Alex said they didn't need a formal vote. This was a UDOT project; they simply didn't want to be in a position where they were proposing something that the City didn't support.

Mayor Stevenson said they had the right to do what they wanted; it was their land and their money. They were good people that wanted to work with the community. He asked the Council to state their position.

Councilmember Petro said she would be in favor of the Park and Ride.

Councilmember Francis said he would like to hear more from the neighbors before saying yes to it.

Councilmember Freitag said no.

Councilmember Brown said she was in favor of it.

Councilmember Day said if we could resolve the minor issues with the fence he would be in favor of it.

Mayor Stevenson asked if it would help to have UDOT come back.

Councilmember Freitag said he was more concerned about the UTA side.

Councilmember Francis said he would like to hear from the residents that would be impacted by this.

Councilmember Brown said one thing the Council needed to remember was that the people that were at the previous meetings were the ones not only opposed to the Park and Ride, but they were opposed to the entire project. She said there were a lot of other citizens in the area that were excited for traffic to be funneled to Antelope Drive, and some of those same people might use this Park and Ride.

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Council and Staff discussed safety concerns on Highway 89.

Mayor Stevenson said there were three Councilmembers that were in favor of this, but he would like everyone to be comfortable with it.

Councilmember Brown said some of the concerns expressed were with the Park and Ride bringing crime into the area. She said the residents were told that UDOT would have to install lighting, and the type of lighting the City would want.

Woody said they had been working with UDOT on that issue because they wanted to install the tall 40-foot poles with massive lighting. He said Staff informed UDOT that they would have to use the City's standards and work with the City's lighting consultant.

Councilmember Petro asked if there were cameras in these types of areas for security.

Alex said they hadn't been in the past. He said cameras could be installed, but it would be expensive. Alex said he didn't believe UTA installed cameras in their other lots.

Gary said usually if there was a problem UTA would generally install cameras. He said cameras were more of a policing tool than any type of inhibitor.

Mayor Stevenson asked if the City could tell UDOT that the majority of the Council felt positive toward going forward with the Park and Ride, but would like to see final designs. He said UDOT could then hold an open house at the City.

Council and Staff discussed UDOT rental homes in the area.

Alex said for clarification, did the Mayor want the City to initiate the holding of an open house or ask UDOT to hold an open house.

Mayor Stevenson said he thought UDOT should hold an open house, with the final design.

Alex asked if they wanted the open house held at the City building.

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Mayor Stevenson said yes.

ANTELOPE DRIVE COMMUNITY DEVELOPMENT AREA PLAN UPDATE

Kent Andersen, Economic Development Specialist, said the proposed Community Development Area plan (CDA) was brought before the RDA Board on November 7th, where the Board authorized a draft study of the redevelopment area. Kent identified the property on a map and indicated that it included 175 acres. He said no taxing entity committee would be involved in this plan; individual agreements would be signed with the various taxing entities.

Kent explained that the purpose of the CDA was to create jobs, strengthen the tax base, and improve public infrastructure. He said there were 14 developable vacant acres in the area and a potential for net new development of 330,000 square feet of building space. Kent explained that one of the goals of the plan was to relocate the school.

Kent said the proposed tax increment split would be 80/20; the taxing entities would keep 20 percent and give up 80 percent for 25 years. He said this would generate an additional \$16,100,000 in new tax dollars to the agency for reinvestment. Kent said the revenue would assist with relocation of the school and infrastructure. He said the next step in the process was to communicate with the other taxing entities to see if they were interested in participating in the CDA.

A resident in attendance asked what the time frame would be.

Kent said from the City's perspective, the project would move forward, but they would need to talk with the other entities to ascertain their interest in participating.

Alex asked the resident if he represented Lowe's.

The resident indicated that he did.

Alex said this would have no impact to Lowe's; the plan area was on the north side of Antelope Drive. He explained how funding was achieved through the tax increment.

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Kent said the impact would potentially be a positive impact with increased economic value of the area.

There was discussion about construction on Antelope Drive with North Davis Sewer District improvements coming this construction year, and future widening of Antelope Drive.

Mayor Stevenson asked Kent to explain how tax increment funding worked and what the City was able to do with the funding.

Kent said tax increment funding was an opportunity to have other taxing entities participate financially to raise the value of everyone's property. He said the property values would be higher and all of the taxing entities would gain more tax revenue after the 25 year period than they would have if the CDA hadn't been created and the money invested into the area. Kent said the idea of all redevelopment areas was to take money to improve the value that otherwise would not occur.

Councilmember Day said the CDA had more to do with job creation.

Kent explained the differences between an EDA, CDA and RDA.

Alex said the City portion of property tax was about 16.6%. Most people thought that the City received the entire amount of property tax collected; over 50% went to the School District.

Council and Staff discussed businesses located in the proposed CDA.

TEMPORARY LAND USE REGULATIONS ON MULTI-FAMILY DEVELOPMENT

Alex said Staff wanted to get some ideas from the Mayor and Council for direction on temporary land use regulations on multi-family developments. He said there were some legal issues at play; it could be done, but it was a matter of how it was done.

Mayor Stevenson said he felt that there were a number of long term impacts on a community from apartments, particularly from low income apartments. He mentioned a conversation he had with a rental agency and how apartments became run down and eventually low income. Mayor Stevenson said he felt

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that a six month moratorium would allow time for the City to study and determine how many apartments the City had; what type of mix the City wanted; and should the City increase single family residential numbers before allowing more apartments. He said it seemed that there were a lot of apartments in the City.

Alex said the Council and Planning Commission undertook a joint process to try and address some of these types of questions, and try to identify what really was an apartment; not all apartments were equal relative to their impacts. He said those discussions could be picked up and continued. Alex said a lot of work had been done already, but no decisions were made as to what the ratio should be. He asked if the Council would want to put in place some kind of a temporary zoning regulation, while the process was going forward. Alex said there were tools available to the City.

Mayor Stevenson said when this was done years ago it sent a message that the City wasn't really interested in apartments. He mentioned the incentive for investing in apartments now and why they were a good investment.

Councilmember Brown asked if Staff could review information on what had been done up to this point for the benefit of the new Mayor and Councilmembers.

Councilmember Francis asked about legal ramifications if someone already had the entitlements to build; could that be stopped.

Gary said there was a provision in State Code that allowed for a reasonable amount of time to study a change to the ordinance; 6 months was a reasonable amount of time, but the process had to be kept going. Gary said property already zoned multi-family could not be changed unless there was a compelling, countervailing public reason for doing that. He said that reason would have to be stated in the ordinance, which would freeze everything on land that was already approved for multi-family zoning, for a six month period of time. Gary said at the conclusion of the six months, the zoning could probably be changed before an application was filed. He said the compelling, countervailing public purpose had to be pretty strong; there had to be some legitimate reason, which usually involved health and safety issues.

Gary said land that wasn't zoned for multi-family right now could not be changed during the 6 months; to change property that was already zoned multi-family would require a compelling, countervailing public

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purpose for doing that. He said if an application for development was already filed, they were protected and could move forward.

Mayor Stevenson said the City needed to be smart with how land was utilized in the future.

Gerald Gilbert, Planning Commissioner, said it would be interesting for the Mayor and Council to review the information already put together by Staff. He mentioned the Stimson property on Main Street, and the project on Hill Field Road. Gerald said some of the older apartments were being upgraded to keep up with the new apartments coming on line.

Councilmember Freitag said he had been involved in all of these approvals. The market for single family development died and the new apartments were located in areas where single family would not go. He said the Planning Commission and Council spent a lot of time going over this information and expressing their desires of putting limits on the amount of apartments. Councilmember Freitag said the data showed that the City was not as bad as some people would say. Over the last 18 months, single family development had rebounded and there had been hundreds of permits issued.

Bill Wright, Community and Economic Development Director, said the City issued 289 single family detached permits last year, and there were about 35 since the first of the year.

Councilmember Freitag said in the last meeting, the Council talked to the Planning Commission about looking at the Parkway and starting the process of a General Plan review.

Councilmember Petro asked how many multi-family applications were pending.

Bill said there were no pending applications. He said there was an approval for an apartment complex on the north side of Gentile Street, east of Fairfield Road. Bill said that project was approved a couple of years ago, but they hadn't started the project.

Councilmember Brown said that property owner could come in any day and say he was ready to build.

Bill said that was correct.

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Staff displayed a map of vacant parcels of property that were zoned for any type of attached residential housing.

Peter Matson, City Planner, said outside of the downtown area there weren't many options.

Councilmember Freitag said for clarification, the Council could, by resolution, review certain uses. The second piece of that was anyone that had property that was already zoned for multi-family, but hadn't made application; and the third piece was any application that had already been filed. He said there weren't any applications currently filed, so that wasn't an issue. Councilmember Freitag asked if this accomplished the goals Mayor Stevenson outlined, or did they need to look at the second level; those properties that were already zoned multi-family.

Mayor Stevenson asked if the Council would support a large apartment complex coming into the City. He said if they were hesitant then he thought they needed to take a look at that.

Councilmember Francis said it would depend on the location and the property.

Mayor Stevenson said he understood that. The six months would allow time to study that. He said he thought the senior housing developments coming in would probably be a good thing, but that was different than a standard apartment complex.

Councilmember Francis said he struggled with telling a property owner, that already had the entitlements, that he couldn't develop his property as zoned.

Mayor Stevenson said in this situation he believed in the hard line. He said he wanted to send a message.

Gary said Staff could craft a resolution that would be very strong.

Mayor Stevenson said apartment investors were not interested in bringing something great to the City; they were interested in the money.

Councilmember Brown said she had a hard time drawing a hard line; there might be something coming into the mixed use area that would be appropriate.

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Mayor Stevenson said it went back to the definition of what an apartment was. He asked Gary if the resolution could be very descriptive of what they were trying to stop. Mayor Stevenson said townhouses, that were purchased, were much different than an apartment complex. He said six months was not that long. He asked Bill to explain the timeline from start to finish for a multi-family development.

Bill said if it was on property already zoned for multi-family, a building permit could be issued in three to four weeks.

Mayor Stevenson said it would probably be about eight weeks by the time the developer did what they needed to do.

Councilmember Brown said the Council and Planning Commission were in the process of making categories of the various types of multi-family developments. She said she would feel better with looking at those categories before putting a moratorium in place.

Mayor Stevenson said he agreed with that.

Alex said he thought both sets of concerns could be addressed. He said the City could send a very strong message about what the intent was. Alex said someone could challenge that, but the City's history was that if there was a very clear message from the elected body, most people would not want to go through the burdensome process of doing that. He said that message could be set out in the resolution.

Alex said Staff would take direction from the Mayor and Council; was this a priority and something they wanted Staff to actively bring back ahead of other things.

Councilmember Brown said she would like to see the Mayor and new Councilmembers brought up to speed with what had already been accomplished; particularly with identifying the different categories of multi-family housing.

Councilmember Francis said this was a good catalyst for beginning the process of reviewing the General Plan.

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Mayor Stevenson said he would work with Gary on a draft resolution that could be brought back to the Council.

Alex said Staff would work on this and bring it back for discussion with the Planning Commission and Council.

TOPICS FOR FUTURE STRATEGIC PLANNING MEETINGS

Mayor Stevenson said he would like to see future discussion on irrigation water and promotion of the City. He said the City was very good at streets, and fire, but it was important to promote the good things happening in the City. Mayor Stevenson said there had been suggestions about hiring someone that worked for the Mayor and Council that could work on some of these special projects. He said he would like to review the City's role relative to working with the School Board. Mayor Stevenson said the East Gate private/public partnership with the Base was something that needed to be discussed. He said the City needed to bring people back into the City.

Councilmember Francis said he was worried about the traffic and safety issues at the school near Ellison Park. He said he would like to have a discussion about ways for the traffic to be slowed to 20 mph on Hill Field Road during school time.

Councilmember Petro said these types of round table discussions helped. She said she would like to see more of these types of meetings.

RE-BRANDING LAYTON CITY INITIATIVE & POPULATION AND LAND USE BUILD OUT SCENARIOS – FUNDING OPPORTUNITIES

This item was not discussed.

The meeting adjourned at 7:35 p.m.

Thieda Wellman, City Recorder

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**MINUTES OF LAYTON CITY
COUNCIL WORK MEETING**

FEBRUARY 6, 2014; 5:41 P.M.

MAYOR AND COUNCILMEMBERS

PRESENT:

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

STAFF PRESENT:

**ALEX JENSEN, GARY CRANE, TRACY
PROBERT, TERRY COBURN, JAMES (WOODY)
WOODRUFF, BILL WRIGHT, PETER MATSON,
AND THIEDA WELLMAN**

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

Mayor Stevenson opened the meeting and turned the time over to Staff.

AGENDA:

**FISCAL YEAR 2013-2014 BUDGET AMENDMENT REVIEW AND SET THE PUBLIC
HEARING**

Tracy Probert, Finance Director, presented information on proposed mid-year amendments to the budget. He said the budget could be amended at any time, but Staff had made a commitment to make mid-year amendments. Tracy reviewed the proposed amendments included in the packet information. He reviewed amendments in the general fund and other funds. Tracy said in the regular meeting he would ask that the Council set a public hearing for approval of the proposed amendments for February 20th.

Councilmember Freitag asked if the fire engine refurbishment was still on time.

Alex said yes.

Councilmember Freitag asked Gary if the ULCT had taken a position on the bill being considered by the Legislature relative to changes to the 911 surcharges.

Gary Crane, City Attorney, said he wasn't sure but he could find out.

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Councilmember Freitag explained that Senate Bill 48 was trying to increase the amount of revenue collected for the 911 surcharge on phones to improve the next generation 911 system throughout the State. He said the City would see an increase in the rate and in the percentage it received, if the bill passed.

Gary said the ULCT was monitoring the bill, but they hadn't taken a position on the bill.

Mayor Stevenson asked how much the rate would go up.

Councilmember Freitag said the City's percentage would go from 80% to 83% and the rate would increase 3 cents per month per line.

Mayor Stevenson asked Councilmember Freitag if the bill would be a good thing.

Councilmember Freitag explained the revenue shortfall and the importance of going to the next generation 911 system, which would allow for pinpoint location.

Gary asked Councilmember Freitag if he wanted the ULCT to take a position on the bill.

Councilmember Freitag said he thought that it should be supported.

ADOPTION OF THE 2013 LAYTON CITY MUNICIPAL WASTEWATER PLANNING PROGRAM ANNUAL REPORT – RESOLUTION 14-06

Terry Coburn, Public Works Director, said Resolution 14-06 was adoption of the 2013 Annual Municipal Wastewater Planning Program Report. He said this was a report the City was required to turn into the State relative to the City's sanitary sewer system. Terry said the City was always in good standing with the State, and the report addressed things such as maintenance, equipment, long term master planning, and certification of employees. He said the City had nine employees certified in the sanitary sewer area, which was uncommon; most cities Layton's size only had two or three certified employees.

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STORM DRAIN IMPROVEMENTS PAYBACK AGREEMENT – OVATION HOMES – COTTAGES AT FAIRFIELD SUBDIVISION – FAIRFIELD ROAD AND CHURCH STREET – RESOLUTION 14-05

Terry Coburn said Resolution 14-05 was a payback agreement with Ovation Homes for the storm drain they were putting in as part of their development on Church Street at Fairfield Road. He said Ovation Homes would be putting in the storm sewer line and the City would enter into a payback agreement that as other property owners developed and connected to the line they would pay their proportional share back to Ovation Homes.

Mayor Stevenson asked if the line would run down Church Street.

Terry said yes.

DEVELOPMENT AGREEMENT AND REZONE REQUEST – GREEN AND GREEN – R-S (RESIDENTIAL SUBURBAN) TO PB (PROFESSIONAL OFFICE) – 836 SOUTH ANGEL STREET – RESOLUTION 14-01 AND ORDINANCE 14-01

Mayor Stevenson asked if there were any questions relative to this development agreement and rezone.

Councilmember Brown said on Gordon Avenue where the businesses came out by E G King, they added a line and “stop” on the parking lot before crossing the sidewalk. She asked if that could be done for this development.

Gary said it could be added to the development agreement.

Mayor Stevenson said they would come back to this discussion after the UDOT presentation about the Park and Ride.

UDOT DISCUSSION – PARK AND RIDE

Patrick Cowley, representing UDOT, explained the Antelope Drive extension to Highway 89 project. He said as part of that project, he would be discussing the proposed Park and Ride. Mr. Cowley distributed a conceptual drawing of the proposed Park and Ride. He reviewed information about the proposed project

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that had been reviewed in previous meetings. Mr. Cowley indicated that UTA anticipated that 25 to 33% of the patrons using the Fruit Heights Park and Ride lot would begin using the Layton Park and Ride lot. He said the Fruit Heights lot was currently exceeding capacity by 20 to 25%. Mr. Cowley said in talking with UTA it wasn't so much why they would want a Park and Ride lot here, but it was more about why the citizens of Layton City would want a Park and Ride lot here. He said the bus stops on Highway 89 were hazardous for pedestrians and automobiles. Mr. Cowley said the Park and Ride would allow the buses to have an easy access onto and off of Highway 89, and would allow for an area for those using the bus system to have a place to safely access the buses and have a place to park.

Mayor Stevenson asked where the cars were going if the Fruit Heights Park and Ride lot was at 25% overfill.

Mr. Cowley said they parked on the frontage street.

Mayor Stevenson asked how the City would resolve that problem if in the future this lot was over capacity.

Mr. Cowley said they tried to alleviate problems like that. He said they knew there was a capacity issue at Fruit Heights; this lot would help alleviate that and future projects would look at aiding that as well.

Mayor Stevenson asked if there would be signage about parking outside of the lot.

Mr. Cowley said that would be up to the City.

Woody Woodruff, City Engineer, said there would be signage not allowing parking on the frontage road.

Mayor Stevenson said he thought signage should be added upfront so that people were aware that it wouldn't be allowed.

Mayor Stevenson asked if there were about 6 stops on either side of Highway 89.

Mr. Cowley said from Cherry Lane north there were two or three on the east side, and two on the west side.

Mayor Stevenson said basically from Highway 193 to Mutton Hollow there would be no bus stops; they

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would either have to use the Fruit Heights, Layton or Weber County lots to access a bus.

Mr. Cowley said that was his understanding.

Councilmember Freitag asked about the capacity at the South Weber lot.

Mr. Cowley said it was about 200 parking stalls.

Councilmember Freitag asked what its use was.

Mr. Cowley said the South Weber lot was primarily used in the morning by students going to Weber State, but it was not at capacity.

Councilmember Brown said she anticipated that some of those students were Layton residents, and that they would begin using the Layton lot.

Mayor Stevenson said the City had a number of concerns, and asked Mr. Cowley to address some of those concerns.

Mr. Cowley said as part of the project, UDOT would pay for installation of the Park and Ride, including lighting and landscaping; and UDOT would be responsible for resurfacing and restriping the parking lot as needed. He said the City would be responsible for general maintenance and cleanup, maintenance of the landscaping, maintenance of the lighting, signage and snow removal. Mr. Cowley said the City would install the lighting but UDOT would pay for the cost of the installation.

Woody said Staff had been working with the lighting consultant on a good lighting plan that wouldn't be over lit, but that would be appropriate because there would obviously be safety concerns. He said the lighting would be focused in the parking lot and along the east side of Hobbs Creek Drive, which was the frontage road.

A resident asked about an increased amount of break-ins or other safety concerns.

Mr. Cowley said they did talk with the Davis County Sherriff's Office and there were no greater issues. He said the crime rate did not go up after the Park and Ride was installed in Fruit Heights.

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A resident asked if security would be the responsibility of the City. She said there were security issues at the parking lot by Adams Canyon.

Mayor Stevenson said the Adams Canyon lot was a little different because the City didn't own that property.

Several residents made comments about safety issues relative to the Park and Ride lot. There were questions about the availability of security cameras.

Mr. Cowley said there would be a UDOT camera at this location. He said it was not directly tied to the Park and Ride, but it was a camera that could be accessed from the website.

Mayor Stevenson asked about overnight parking.

Mr. Cowley said typically the heaviest use was in the morning hours; it was typically 50% or less during the afternoon. He said in the evening hours the lots were virtually empty.

Mayor Stevenson asked if it was okay to park a car overnight in the lot.

Mr. Cowley said it was acceptable, but it could be signed to not allow for that.

A resident asked about people that worked a night shift; their car could be there overnight.

There was discussion about Van-Share riders parking the vans overnight.

A resident asked about semi-trucks parking in the lot.

Mr. Cowley said UDOT was working with the City to restrict truck traffic on Antelope Drive; it would be illegal to access the lot from Antelope Drive.

A resident commented that trucks would have access to the frontage road from Highway 193.

Woody said if Antelope Drive was restricted the frontage road would also be restricted.

Several residents repeated their concerns about the Park and Ride that had been expressed in earlier

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meetings. A resident expressed his support of the Park and Ride.

DEVELOPMENT AGREEMENT AND REZONE REQUEST – GREEN AND GREEN – R-S (RESIDENTIAL SUBURBAN) TO PB (PROFESSIONAL OFFICE) – 836 SOUTH ANGEL STREET – RESOLUTION 14-01 AND ORDINANCE 14-01 (CONTINUED)

Bill Wright, Community and Economic Development Director, said this item was on the regular agenda under unfinished business. He reviewed the owners undertakings in the development agreement and the limitations included in the development agreement. Bill said the building could be no bigger than 7,500 square feet and one story, which was a result of discussion during the December meeting. Bill said the access would be to the southern end of the property to provide a safe distance from the Parkway intersection.

Mayor Stevenson asked if the rock wall on the Parkway ended or dipped down closer to this property.

Bill said that was correct. He said Staff's opinion was that it was better to not have the wall here with a commercial use. The wall was meant to be a buffer for residential uses from the arterial street.

Mayor Stevenson said with the day spa across from Northridge High School, there was a lot of on street parking from the spa. He asked if this property was rezoned to PB, could there be additional parking required in the lot so that there was no temptation to park on the street.

Bill said parking would not be allowed on the Parkway along the frontage of this property because there was a turning lane, but it could be an item of negotiation in the development agreement for other areas.

Councilmember Brown asked if Angel Street could be painted red to indicate no on-street parking.

Woody said there wasn't room on Angel Street for parking; they would be in the lane of traffic.

Councilmember Freitag said the agreement did not preclude a basement.

Bill said that was correct.

Councilmember Brown asked if something could be included in the development agreement to limit the basement uses to non-public uses, such as storage, a break room, etc.

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Bill said it could be included in the agreement, but oftentimes utilities and storage were common uses. He said there were examples of medical buildings in the community that had uses in the basement. Bill said a lab occupied one of the basements, but they had very little public interaction.

Mayor Stevenson said it could be restricted to labs or employee based uses.

Gary Crane said the difficulty was that they couldn't comply with ADA requirements.

Councilmember Brown asked Gary if he meant that that wouldn't need to be added to the development agreement.

Gary said yes; employees could access the basement area, but it would have to be ADA compliant to have the public access that area.

Mayor Stevenson said relative to the size, one of the concerns had been the 7,500 square feet. He said he thought 6,000 square feet would be more acceptable. Mayor Stevenson asked if that could be included in the motion.

Gary said yes.

Councilmember Brown asked if there was anything in the agreement to indicate no electronic message boards.

Bill said there was nothing in the agreement, but it could be added. He said there were a lot of restrictions on electronic message boards relative to size and hours of operation.

The meeting adjourned at 6:57 p.m.

Thieda Wellman, City Recorder

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**MINUTES OF LAYTON CITY
COUNCIL MEETING**

FEBRUARY 6, 2014; 7:00 P.M.

**MAYOR AND COUNCILMEMBERS
PRESENT:**

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

STAFF PRESENT:

**ALEX JENSEN, GARY CRANE, BILL WRIGHT,
TRACY PROBERT, KENT ANDERSEN, PETER
MATSON, TERRY COBURN AND THIEDA
WELLMAN**

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

Mayor Stevenson opened the meeting and led the Pledge of Allegiance. Dawn Fitzpatrick gave the invocation. Scouts and students were welcomed.

MUNICIPAL EVENT ANNOUNCEMENTS:

Councilmember Brown indicated that the Family Recreation Annual Valentine's Day Dance would be held on February 14th at the Central Davis Jr. High gymnasium. She said there would be a live band, refreshments and pictures. Councilmember Brown said this was a great family activity.

CONSENT AGENDA:

FISCAL YEAR 2013-2014 BUDGET AMENDMENT REVIEW AND SET THE PUBLIC HEARING

Tracy Probert, Finance Director, said this was mid-year budget amendments for the 2013-2014 fiscal year. He said the proposed amendments were reviewed in detail in the earlier work meeting. Tracy said there were \$293,452.60 in net additions and reductions to the general fund budget. The major categories of those dealt with appropriation of fund balance totaling approximately \$124,000; revenue related to Police and Fire special services totaling approximately \$115,000; and additional grant revenue of approximately \$51,000. Tracy said he would recommend approval of this item, which would set a public hearing for February 20th to approve the amendments and to take any public comment. He said the amendments would be available for the public to review in the City Recorder's office and the Finance Department.

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ADOPTION OF THE 2013 LAYTON CITY MUNICIPAL WASTEWATER PLANNING PROGRAM ANNUAL REPORT – RESOLUTION 14-06

Terry Coburn, Public Works Director, said Resolution 14-06 authorized the review and adoption of the 2013 Municipal Wastewater Planning Program Annual Report. He said this was a report the State required of the City relative to the sanitary sewer system. Terry said the City was in good standing with the State and Staff recommended approval.

STORM DRAIN IMPROVEMENTS PAYBACK AGREEMENT – OVATION HOMES – COTTAGES AT FAIRFIELD SUBDIVISION – FAIRFIELD ROAD AND CHURCH STREET – RESOLUTION 14-04

Terry Coburn said Resolution 14-04 authorized the execution of an agreement with Ovation Homes for a payback of the costs to install storm drain improvements in Church Street. He said the developer would install the storm drain improvements in Church Street northeast of Fairfield Road with the construction of the Cottages at Fairfield Subdivision. Terry said the purpose of the resolution was to allow the City to reimburse Ovation Homes for the storm drain improvements. He said Staff recommended approval.

AMENDED PLAT APPROVAL – H.I.P. COMMERCIAL CONDOMINIUMS – 400 NORTH MAIN STREET

Bill Wright, Community and Economic Development Director, said this was an amended plat approval for the H.I.P. Commercial Condominiums located at 400 North Main Street. Bill said this related to the item approved in the earlier RDA meeting. He displayed a map of the area and identified the property. Bill said the proposal was to split a portion of the property that contained storage units and connect that property to the property to the north for a development opportunity. He said the Planning Commission recommended approval and Staff supported that recommendation.

FINAL PLAT APPROVAL – ESTATES AT MUTTON HOLLOW, PHASE 5 – APPROXIMATELY 1800 EAST 150 SOUTH

Bill Wright said this was a final plat approval for the Estates at Mutton Hollow, Phase 5, located at approximately 1800 East 150 South. He said this was the final phase of the Estates at Mutton Hollow. Bill said this would connect the subdivision to Boynton Road. He said this phase of the subdivision contained

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22.42 acres and would contain 47 lots and an 8 acre park site. Bill said part of the park property was purchased by the City and 4.37 acres was dedicated to the City as part of this subdivision plat. He said there would be a combination of a regional detention basin and a park for this area of the community. Bill said the Planning Commission recommended approval and Staff supported that recommendation.

FINAL PLAT APPROVAL – OAK HILLS PRUD – APPROXIMATELY 2500 EAST OAK HILLS DRIVE

Bill Wright said this was a final plat approval for the Oak Hills PRUD located at approximately 2500 East Oak Hills Drive. He said the plat contained 8 patio homes and 2 single family lots. Bill said the patio homes would be on the eastern portion of the property where there was flatter ground. He said the two very large single family lots would be located along the western portion of the property. Bill said this area was regulated under the sensitive land ordinance, which required higher geotechnical standards and studies to make sure that as homes were placed on the property they were placed in a safe manner. He said all of the lots met the requirements of the zoning ordinance. Bill said the Planning Commission recommended approval and Staff supported that recommendation.

MOTION: Councilmember Francis moved to approve the Consent Agenda as presented, including setting the public hearing for the budget amendments on February 20th. Councilmember Brown seconded the motion, which passed unanimously.

PUBLIC HEARINGS:

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN FOR FISCAL YEAR 2014-2015

Kent Anderson, CDBG Administrator, said this was the first public hearing for the CDBG Annual Action Plan for 2014-2015. He said the CDBG was administered by HUD and the Annual Action Plan outlined how the City would allocate its allotment of CDBG funds during the upcoming year. Kent said the Council would most like hear comments about the public services portion of the funds. He explained some of things done in the past with the public services portion of the funds. Kent said there was a 15% cap for funding of public services organizations. He said in the 2013-2014 year HUD allocated \$310,000 to the City, with \$46,500 going to public service organizations. Kent said increasing funding to one service organization or adding additional service organizations would require money to be taken from the other service organizations. He said this first public hearing was to gather information from the public concerning needs within the City. A

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draft plan would be prepared in March and April, and would be presented to the public and the Council in May for final adoption.

Mayor Stevenson opened the meeting for public input.

Amberlee Bauman, 29 West 1675 North, said she was here on behalf of Big Brothers Big Sisters of Utah. Ms. Bauman said they were asking that the City allocate some of the CDBG funds to help fund community based matches in Layton. She said they provided at risk children with mentors to help improve their lives. Ms. Bauman said in 2013 they had 1,246 matches; 14 of those children were residents of Layton and 24 of the volunteer mentors were from Layton. She said it was a great program and she asked for the City's support.

Councilmember Freitag asked if there was a specific amount they were requesting.

Ms. Bauman said it cost \$1,000 to make one match. She said there were kids on a waiting list in Layton. She said \$5,000 or \$10,000 would be very helpful. Ms. Bauman said mentors were volunteers but there was a lot of cost in interviews and background checks.

Councilmember Petro asked where their funds were coming from now.

Ms. Bauman said funding came from government grants, corporate grants and CDBG grants.

Councilmember Freitag said he would suggest that they formally submit a request explaining what the funds would be used for.

Julie Stevenson, Executive Director of Safe Harbor, said Safe Harbor was the first and only domestic violence shelter in Davis County. Ms. Stevenson said one in four women would be victims of violence and the CDC calculated that the cost of intimate partner violence exceeded 5.8 billion dollars annually; 4.1 billion going directly to medical costs. She said in 2013 Safe Harbor provided shelter and services for 99 Layton residents, which included 57 children and 42 adults. Ms. Stevenson reviewed the types of services they provided. She said last year the CDBG provided \$10,000 in funding. Ms. Stevenson said Safe Harbor provided 1,188 nights of shelter to Layton residents. She said with \$10,000 in funding, it worked out to be \$8.42 a night for shelter and accompanying services. Ms. Stevenson said it cost Safe Harbor \$68 dollars a night to provide shelter and services to those Layton residents. She requested that the City continue to provide support to Safe Harbor.

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Mayor Stevenson asked Ms. Stevenson how she felt about the \$10,000 given in the past.

Ms. Stevenson said she was grateful for the \$10,000 but they needed more funding.

Mayor Stevenson asked Ms. Stevenson to submit a formal request with more detailed financial information.

Councilmember Francis expressed appreciation to Ms. Stevenson for the service Safe Harbor provided to the community.

Mark Trujillo, founder of Jesus Field, said Jesus Field was an after school program that had operated in Layton for 15 years. Mr. Trujillo said they had received CDBG funding in the past that helped to build restrooms. He said they served about 50 to 60 kids. Mr. Trujillo said it had been five or six years since they had asked for funding. He said the funding would be used to purchase a CNC Router to help kids learn to use technology in a useful environment. Mr. Trujillo asked the City to support this program.

Mayor Stevenson asked Mr. Trujillo to provide a formal request with detailed financial information as well.

Karlene Kidman, Layton Community Action Council, said they received \$8,000 in CDBG funding that was used for the Youth Court. Ms. Kidman explained the Youth Court program. She said they were in their 16th year. Ms. Kidman said in the 15 previous years the Youth Court heard over 1,700 cases. There were over 450 youth that had participated on the Youth Court, and they had given out the Presidential Service Award to 176 students. Ms. Kidman said of the 450 students, there were 8 attorneys, 2 physician assistants, 2 students were in medical school and 17 had already completed their masters program. She said 90 to 95% of all of the students went on to higher education; the program not only benefited the offenders but it helped the youth that ran the program. Ms. Kidman asked the City to continue to support the Youth Court.

Councilmember Francis thanked Karlene for the service she provided to the City and the students.

Councilmember Day asked if that was enough funding.

Ms. Kidman said no; it cost \$30,000 a year to run the program. She said without the \$8,000 they couldn't continue to run the program.

Councilmember Day asked Ms. Kidman where the rest of their funding came from.

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Ms. Kidman said funding came from grants and business partners.

Mayor Stevenson expressed appreciation to Ms. Kidman.

Jessica Burnham, on behalf of the Road Home, said the Road Home was the largest provider of homeless shelters in Utah. She explained their program to help with homelessness. Ms. Burnham said in 2013 the Road Home provided 22 Layton residents with services, at an approximate cost of \$15,750. She said they were asking for continued support of \$5,000. Ms. Burnham expressed appreciation to the City for their past support.

Councilmember Brown said there were quite a few Boy Scouts in the audience. She suggested that there had been some great information presented for Eagle Scout projects.

Councilmember Brown asked Kent when the information was needed from the service organizations.

Kent said there was a grant application process, and he would send applications to each of the entities presenting information this evening. He said they usually allowed a month to a month and a half for responses.

MOTION: Councilmember Brown moved to close the public hearing. Councilmember Francis seconded the motion, which passed unanimously.

UNFINISHED BUSINESS:

DEVELOPMENT AGREEMENT AND REZONE REQUEST – GREEN AND GREEN – R-S (RESIDENTIAL SUBURBAN) TO PB (PROFESSIONAL OFFICE) – 836 SOUTH ANGEL STREET – RESOLUTION 14-01 AND ORDINANCE 14-01

Mayor Stevenson said this was a discussion dealing with the rezone request from Green and Green to rezone property to a PB zone from a residential zone. He said discussion in the earlier work meeting dealt with the development agreement. Mayor Stevenson said this was not a public hearing and no input would be taken from the audience.

Councilmember Brown said in the earlier meeting there was discussion about parking on Angel Street and

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Layton Parkway. She said it wouldn't be allowed because there wasn't room.

Mayor Stevenson gave a brief history of the rezone request.

Councilmember Day asked about the size of the building. He said in the earlier meeting the Mayor mentioned 6,000 square feet. Councilmember Day asked if all the parties had agreed with that size.

Mayor Stevenson said it was probably a little larger than what some of the residents would want and a little smaller than what the developer would want. He said he did have a conversation with Dr. Harmon and he felt that they could make that work, but they would want to utilize the basement for things such as offices and a lab.

Councilmember Francis asked if the property owner also agreed.

Mayor Stevenson said he had talked with the developer and the property owner; this wasn't their first choice but if it was something that would work with the homeowners they could make it work.

Councilmember Day asked if that was agreed to by the residents.

Mayor Stevenson said he had talked to Rick Smith to get his input; they would rather it be residential, but 6,000 square feet was better than 7,500 square feet and not as good as 5,000 square feet.

Councilmember Freitag asked, relative to the wall on the Parkway, would there be a tapering on the wall or would it be full size at the first back yard on the cul-de-sac.

Bill said the fence would be full size at that point; another fence would be required of the developer of this property that would run along the western border perpendicular to the fence on the Parkway. He said Code required the rear yard fence to be six feet; the solid masonry fence on the Parkway was eight feet. Bill said no fence would be required along the Parkway for the proposed development.

Councilmember Brown said there would be a fence on the west and south side of the proposed property.

Bill said that was correct.

Mayor Stevenson said he sat through all of the meetings for this proposal; in the years he had been on the

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Council he had never seen a group of residents be more prepared and be an example of how things should be put together. He said the developer had been very patient and this had been a very civil exchange. Mayor Stevenson thanked everyone for being professional.

Councilmember Brown said the Council received an email from the citizens group suggesting some things they would want to see included in the development agreement if this was approved. She said they mentioned the single story, which was actually already in the development agreement; they mentioned the restricted uses, which were already in the development agreement; they wanted more parking, which was discussed in the earlier work meeting; they wanted the concrete wall, and they wanted the development to be a part of the Roberts Farms HOA so that if there was a wall the landscaping on the other side of the wall would be taken care of; and they wanted a smaller footprint than what had been discussed. Councilmember Brown said in the earlier work meeting she indicated that she would like to see a line and the word “stop” written on the pavement before the sidewalk so that people would stop before crossing the sidewalk as they exited the parking area.

Councilmember Day asked about the electric sign.

Councilmember Brown said she didn't know about the electric sign; other businesses in the City had that option. With professional business zoning the signs were turned off at a certain time of night; it wasn't a nuisance to someone that lived by it.

Councilmember Day asked if the turning off of the signs was by ordinance or by practice of the business.

Gary Crane, City Attorney, said it was in the Code, and the development agreement indicated that they had to comply with that.

Councilmember Day asked what those hours were.

Bill said they could only operate from 6 a.m. to 10 p.m.

Councilmember Day said the residents didn't want one at all.

Councilmember Francis said for clarification, this was the digital signs that could flash messages, not a lighted business sign.

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Councilmember Day said that was correct.

MOTION: Councilmember Brown moved to approve Resolution 14-01 approving the development agreement with the following changes: there would be five more parking stalls than required by Code; the building footprint would be 6,000 square feet or less; there would be no electronic message board; and there would be a line on the pavement with the word “stop” before the sidewalk at the exit to the property. Councilmember Freitag seconded the motion. Councilmembers Day, Brown, Freitag and Francis voted yea. Councilmember Petro voted nay. The motion carried.

Councilmember Francis said this had been one of the most difficult votes he had ever taken. He said it seemed that both sides had worked hard together. As he contemplated the vote, he saw a yes vote being a vote for compromise and a no vote being basically no compromise. Councilmember Francis said there was clearly some ambiguity in the General Plan regarding the PB zone. He said he hoped that that would be seriously addressed, along with better planning along Layton Parkway.

MOTION: Councilmember Brown moved to adopt Ordinance 14-01 approving the rezone from R-S to PB. Councilmember Francis seconded the motion. Councilmembers Francis, Freitag, Brown and Day voted yea. Councilmember Petro voted nay. The motion carried.

Mayor Stevenson said the Council and Staff should sit down and fine-tune the General Plan so as to not get into this type of situation. He said a lot could be learned from this situation.

CITIZEN COMMENTS:

Councilmember Francis had his son introduce himself and his Boy Scout Troop.

The meeting adjourned at 7:58 p.m.

Thieda Wellman, City Recorder

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MINUTES OF LAYTON CITY COUNCIL STRATEGIC PLANNING WORK MEETING

FEBRUARY 20, 2014; 5:34 P.M.

MAYOR AND COUNCILMEMBERS PRESENT:

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

STAFF PRESENT:

**ALEX JENSEN, GARY CRANE, KENT
ANDERSEN, BILL WRIGHT, PETER MATSON,
AND THIEDA WELLMAN**

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

Mayor Stevenson opened the meeting and turned the time over to Staff.

RE-BRANDING LAYTON CITY INITIATIVE

Kent Andersen, Economic Development Specialist, said last year edcUTAH issued a matching grant to the City of \$2,500 to be used for rebranding. He said rebranding would give the City the opportunity to refresh its visual representation and create a consistent message in promoting the community. Kent said it should also facilitate marketing. He displayed logos of other communities in the area and discussed value proposition and tag lines.

Kent reviewed the proposed rebranding process. He said a consultant would be indentified through an RFP process; they would develop a logo and value proposition that would indentify who the City was and what the City was committed to deliver. Kent said the consultant would work with Staff to develop a few draft logos and value propositions, which would be presented to the Council. He also suggested holding an open house for public input. Kent said the final product would be a new logo, including font, color and value proposition. He said this should be accomplished around the end of May.

Councilmember Petro asked if there was a time frame for using the grant monies.

Kent said the City had until the end of June to use the funds.

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Councilmember Petro asked about citizens submitting ideas for logos.

Kent said it was a possibility. He said the open house would allow public input on the final decision.

Mayor Stevenson suggested that the high schools and Weber State graphic students be involved in the design.

Councilmember Brown suggested that the drafts from the consultant could be presented to the public for comment.

Councilmember Petro said she would like to see the public give ideas at the same time as the consultant, and then have the Council pick from the larger group. She said the consultant could rework those from the public if one was chosen.

Councilmember Freitag arrived at 5:46 p.m.

Mayor Stevenson asked how many monument signs there were in the City.

Alex Jensen, City Manager, said he wasn't sure, but there were several.

Council and Staff discussed the cost of rebranding, including monument signs, street signs, letterhead, etc.

LAND USE AND HOUSING POLICIES – GENERAL PLAN

Peter Matson, City Planner, said Staff would like to bring the new Councilmembers and Mayor up to speed on items that had been discussed in joint planning meetings in the past year. He said land use and housing policies came to the forefront over the past few years relative to multi-family housing, and the possibility of needed adjustments through build-out. Peter said the general intent was to set the stage for an application that would be submitted to the Wasatch Front Regional Council for funding assistance to take the next step in the process with some scenario based planning.

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Peter displayed a copy of the General Plan map highlighting multi-family zoning areas. He indicated that the land use policies stated that multi-family zoning could be considered along arterial streets as an alternative to single family zoning fronting those streets. Peter displayed a map of all the multi-family zoned property in the City including PRUD zoning where multi-family units were developed, such as Peacefield; anywhere attached units could occur in the City. He displayed a map of the vacant multi-family zoned property in the City. Peter said there were not very many areas in the City for multi-family developments, with the exception of the MU-TOD zone in the downtown area.

There was discussion about the multi-family zoned property along the creek by Legacy Village; the downtown area and redevelopment opportunities for multi-family zoning; and property owned by the City in the downtown area including the old Anderson Lumber property.

Councilmember Brown asked Peter to explain how they determined that the City should have 15% multi-family housing; was it a federal policy.

Peter said it wasn't a federal policy. He said when the land use and population element of the General Plan was first adopted in the early 1990s, the studies and background information referred to standard suburban ratios and models, not necessarily limited to Utah, but on a national scale. Peter said the 15% multi-family versus single family was more the standard. He said Layton was a little different because of the mobile homes that took up 7%. He said as time went on, the City was a little below that amount and at other times it was a little above. Peter said the definition of what multi-family included played into that.

Councilmember Brown said Fruit Heights was sued because they wouldn't allow any apartments.

Bill Wright, Community and Economic Development Director, said the City had to have a mix of housing types; Layton would not have a legal problem because there was great diversity. He said older generations would make different housing choices and would be downsizing; senior housing was a new concept coming on fairly quickly. Bill said the City wanted a well balanced plan that was well designed.

Councilmember Brown asked if build-out was 90,000 to 100,000 residents, what would the percentage of multi-family be at build-out when all of the vacant property that was already zoned multi-family was considered.

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Bill said there was a lot of land in the western portion of the City that was zoned for single family detached housing; the ratio wouldn't change very much.

Peter said single family would go up and multi-family would remain fairly constant on the current trend; the ratios would go down slightly from 80/20 to 85/15 or 90/10.

Bill said another question to consider was whether the City would be fiscally solvent with those ratios; would the City be able to meet the needs of the residents at build-out, at that ratio. He said that would also include the land dedicated to commercial, industrial and office uses. Bill said as part of the work of the consultant that would be hired, they could provide some scenarios of the fiscal analysis of that type of land use build-out.

Peter displayed a slide of various types of housing units in Layton and other Davis County cities, and he displayed a slide of various types of housing units in Salt Lake County cities. He displayed conceptual drawings of future connectivity in west Layton. Peter said long term connectivity was good.

Council and Staff discussed the major connection at 2700 West and the future West Davis Corridor.

Mayor Stevenson suggested moving that connection to 2200 West.

Council and Staff discussed traffic patterns in the Hill Field Road area relative to the commercial property at 2200 West and Hill Field Road.

Peter said with all the permits that came in through 2012, the attached housing stock was at 19.8%. He said in the R-H zone, the policy indicated that no more than 5% of the City's housing stock should fall within high density, which was currently at 4.8%. Peter said there were very few apartment permits issued from 2003 to 2011; most of the multi-family permits had been townhomes. He said in 2012 466 apartment unit permits were issued.

Mayor Stevenson expressed concerns with the long term impact of apartments on schools and other services. He said he felt the larger complexes should be brought to a halt.

Councilmember Brown said the impacts to Title 1 schools were very often low income single family

D R A F T

homes. She mentioned the importance of having multi-family in all areas of the City.

Council and Staff discussed different types of multi-family housing; townhomes were much different than an apartment complex. They discussed the impact of apartment complexes on schools and the importance of having multi-family in various areas of the City.

Councilmember Freitag expressed concerns with making too many assumptions about the impacts of housing types on schools. He said Lincoln Elementary was a Title 1 school long before the apartment complex was built on Hill Field Road and Antelope Drive. Councilmember Freitag said very often when these things were discussed, people focused on the extremes and not on all of the facts. He said there was a market factor and he didn't know if the government should be regulating the market; the economy drove the market.

Council and Staff discussed development in west Layton and changing trends in the housing market.

Peter displayed pictures of various housing types. He talked about Class A apartment buildings and the missing middle, which included townhomes and duplexes. Peter said multi-family should be no more than 20% of the City's housing stock, with high density being no more than 5%.

Peter said the City was in the process of preparing an application for technical assistance through the Wasatch Front Regional Council's (WFRC) Local Planning Resource Program. The intent was to request \$30,000 to hire a consultant to assist the City in the development of various growth scenarios to examine trends and policies for a better understanding of the impact that land use and housing policies would have on the future tax base, job base and housing choices. The data and analysis in this presentation would serve as a baseline for more technical analysis and the formulation of the growth scenarios.

The meeting suspended at 6:57 p.m. for the regular meeting.

The meeting reconvened at 7:34 p.m.

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COUNCIL RESOLUTION ON MULTI-FAMILY DEVELOPMENT

This item was not discussed.

MISCELLANEOUS:

Mayor Stevenson gave an update on the ramp for Hill Field Road. He mentioned that there had been discussions about bonding by the State to fund the overpass project.

Mayor Stevenson gave a brief update on the Winco project.

Gary Crane, City Attorney, gave an update on proposed legislation that would impact UTOPIA.

Alex indicated that the Mayor had expressed an interest about the State Retirement System relative to elected officials. He indicated that the Mayor could become a member of the Retirement System, but the City could not provide the funding; it would be funded through a deduction from the Mayor's pay. Alex said the State did allow for a voluntary contribution from salary. He said the Council's salaries fell below the minimum take home to participate, but the Mayor could participate.

Mayor Stevenson explained a petition about antidiscrimination that was presented to the City.

Mayor Stevenson asked the Council if they had anything to present.

Councilmember Petro suggested adjusting the Council agenda by moving the citizen comments portion to the front of the meeting.

Discussion suggested that citizen comments would be moved after minutes and municipal reports.

Alex reminded the Mayor and Council of the all day budget meeting on Monday.

Alex asked the Mayor and Council to attend a meeting in March regarding a study commissioned by FEMA to redo the flood plain maps for Davis County. He said the changes being proposed by the

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consultant would have major impacts on various properties in Layton. Alex said Staff felt that there were errors in the analysis. He said before that meeting Staff would present information to the Council. Alex said there would be an appeal process and the City intended to file an appeal.

Mayor Stevenson mentioned updating the Council chambers. The Mayor, Council and Staff went into the chambers to look at some proposed ideas.

The meeting adjourned at 8:28 p.m.

Thieda Wellman, City Recorder

D R A F T

**MINUTES OF LAYTON CITY
COUNCIL MEETING**

FEBRUARY 20, 2014; 7:00 P.M.

**MAYOR AND COUNCILMEMBERS
PRESENT:**

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

STAFF PRESENT:

**ALEX JENSEN, GARY CRANE, BILL WRIGHT,
PETER MATSON, TRACY PROBERT, KENT
ANDERSEN AND THIEDA WELLMAN**

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

Mayor Stevenson opened the meeting and led the Pledge of Allegiance. Peter Matson gave the invocation. Scouts and students were welcomed.

MINUTES:

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

**Layton City Council Work Meeting – January 16, 2014; and
Layton City Council Meeting – January 16, 2014.**

The vote was unanimous to approve the minutes as written.

MUNICIPAL EVENT ANNOUNCEMENTS:

Councilmember Day said Communities that Care would be hosting a suicide prevention town hall meeting at Northridge High School on Tuesday, February 25th at 6:30 p.m.

Councilmember Brown said students could work off U's by attending the meeting.

Councilmember Brown said the Family Recreation Night at the Library would be held on March 14th from 6:30 p.m. to 8:30 p.m. at the library. She said the theme was "It's All a Mystery" and there would be games and book readings. Councilmember Brown said this was a free event.

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PUBLIC HEARINGS:

AMEND THE BUDGET FOR FISCAL YEAR 2013-2014 – ORDINANCE 14-05

Tracy Probert, Finance Director, said Ordinance 14-05 would amend the 2013-2014 budget. He said on February 6th the Council reviewed the proposed amendments and set the public hearing for tonight to take public input and adopt the proposed amendments. Tracy said Staff recommended approval.

Mayor Stevenson opened the meeting for public input. None was given.

MOTION: Councilmember Freitag moved to close the public hearing and approve the budget amendments as presented, Ordinance 14-05. Councilmember Francis seconded the motion, which passed unanimously.

CITIZEN COMMENTS:

Danene Adams, Family Connection Center, thanked the City for their previous CDBG funding. She explained how they spent the funding helping homeless people. Ms. Adams indicated that they had helped seven homeless people in Layton. She explained some of the other services the Family Connection Center provided.

Gary Crane, City Attorney, gave a brief overview of the bills being considered by the Legislature that would impact municipalities.

The meeting adjourned at 7:32 p.m.

Thieda Wellman, City Recorder

D R A F T

**MINUTES OF LAYTON CITY
COUNCIL BUDGET WORK MEETING**

FEBRUARY 24, 2014; 8:10 A.M.

MAYOR AND COUNCILMEMBERS

PRESENT:

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

STAFF PRESENT:

**ALEX JENSEN, GARY CRANE, STEVE GARSIDE,
TRACY PROBERT, BILL WRIGHT, PAUL
APPLONIE, JAMES (WOODY) WOODRUFF, JIM
MASON, DAVE PRICE, KEVIN WARD, TERRY
KEEFE AND THIEDA WELLMAN**

The meeting was held in the Conference Room of Fire Station 51, 530 North 2200 West, Layton, Utah.

Mayor Stevenson opened the meeting and turned the time over to Staff.

Alex Jensen, City Manager, welcomed everyone. He said Councilmember Freitag had indicated that he had a problem at work and would be in later. Alex excused Terry Coburn and Gary Crane. He said Staff would present proposed budget information for the next year and review trends for the current year. Alex gave a brief overview of the budget process.

Tracy Probert, Finance Director, reviewed the agenda for the meeting and the budget calendar. He indicated that the tentative budget would be adopted at the May 1st meeting and the final budget had to be adopted by June 20th.

Tracy reviewed the economic outlook for fund year 2014-2015. He said the outlook for the current year was positive, especially in Utah.

Tracy reviewed a summary of the proposed General Fund budget for 2014-2015. He reviewed proposed budgets for wage and benefit increases. Tracy reviewed General Fund budget information for capital equipment purchases. He reviewed proposed transfers to other funds to cover shortages, such as the pool fund and street lighting fund. Tracy said General Fund expenditures totaled approximately \$30,000,000.

Tracy reviewed fund balance information. Council and Staff discussed historical fund balance information.

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Alex explained the philosophy for having a healthy fund balance.

Tracy reviewed General Fund expenditures and the amounts allocated to various departments. He indicated that 70% of the budget was used for compensation. Tracy reviewed individual department expenditure percentages. He reviewed wage history information.

Alex explained the process for wage increases. He indicated that salary surveys were conducted every two years and the City used data from other cities in the State of similar size.

Tracy reviewed retirement costs for the 2014-2015 fund year and explained changes to retirement benefits. Council and Staff discussed benefits and changes to the State retirement system.

Alex said Jim Mason, Assistant City Manager, would put together a packet with wage and benefit information for the Mayor and Council.

Tracy reviewed health insurance costs and information about the City's self funded health insurance fund. He reviewed trends of costs and contributions into the health system. Tracy said trends showed that there needed to be a contribution increase this year. He said the proposed increase per employee was \$14.53 per pay period.

Alex explained the philosophy of rate increases and dividends paid as part of the self funded plan.

Tracy reviewed budget information relative to the UTOPIA reserve commitment. Council and Staff discussed UTOPIA and options for funding the debt.

The meeting suspended at 9:39 a.m.

Councilmember Freitag arrived at 9:43 a.m.

The meeting reconvened at 9:53 a.m.

Tracy reviewed General Fund revenue. He indicated that sales tax revenue was about 41.4% of the total revenue and property tax was 24.6%. Tracy reviewed historical revenue information. He indicated that sales tax revenues were down a little in the month of December from last year, but overall they were up

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for the year. Tracy reviewed trends of major sales tax categories.

Tracy explained the formula for collecting property tax revenues. Council and Staff discussed the idea of holding the property tax rate at the current level for the next few years or raising property taxes.

Tracy reviewed other minor revenues including franchise tax, telecommunication tax, municipal energy tax, fee-in-lieu on vehicles, building permits, and road funds.

Tracy reviewed fund balance information and historical fund balances. He said the City's fund balance going into the 2014-2015 budget year was 18.1%. Tracy reviewed fund balance information from other entities in the area. He reviewed historical fund balance contributions and usage.

James (Woody) Woodruff arrived at 10:38 a.m.

Tracy reviewed proposed capital purchases. Council and Staff discussed some of those purchases.

Mayor Stevenson asked the various department directors to present their "wish list" items for their departments. The department directors discussed items they would like to see for their departments.

Tracy reviewed the Capital Improvement Plan information. He reviewed items planned for in the 2014-2015 budget year, including funding sources.

The meeting suspended at 11:38 a.m. for lunch.

The meeting reconvened at 1:20 p.m.

Tracy reviewed upcoming North Davis Sewer District rate increases. He said the rate increase for this next year would be \$3 per month; with \$3 increases each year over the next four years. Tracy said the Sewer District would be sending out letters to customers explaining the rate increase.

Department Directors provided information about their individual departments.

Gary Crane arrived at 2:51 p.m.

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The Mayor and Council mentioned items for discussion, including:

1. Mayor Curtis memorial
2. Smaller parks; dog park
3. Doing a better job at promoting the City
 - a. Electronic newsletters
4. An interfaith Council
5. Brag tags
6. Summer jobs program
7. City/School/Hill Field joint programs
8. Utilizing Channel 17
9. RAP tax
10. Panhandlers
11. Semi-truck parking
12. UTOPIA
13. Hiring a special projects person; PR
14. Formulate a list of realistic upcoming fee increases
15. Being more proactive in promoting the City and making the public aware of changes before they happen
16. Doing something more to recognize veterans
17. Review of the General Plan
18. Moving the July 4th Celebration to Ellison Park

Councilmembers Brown and Francis left the meeting at 3:30 p.m.

Alex gave the Mayor and Council a copy of the Annual Report. He asked the Mayor and Council to prioritize some of the projects they were interested in seeing accomplished to provide guidance and direction to Staff.

The meeting adjourned at 3:46 p.m.

Thieda Wellman, City Recorder

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

Item Number: 4.A.

Subject:

Proclamation - Vietnam Veterans Day

Background:

The Mayor will proclaim March 29th as Vietnam Veterans Day in Layton City.

Alternatives:

N/A

Recommendation:

N/A

WHEREAS, Layton City joins the State of Utah and the Nation in reflecting with solemn reverence upon the valor of those who served in the Vietnam War. We pay tribute to the more than 27,000 Utah service men and women who were among the three million young Americans that left their families to serve bravely, in a world far away from everything they knew and loved; and

WHEREAS, Throughout Vietnam, our soldiers pushed through jungles and rice paddies, heat and monsoons, fighting heroically to protect the freedoms we hold dear as Americans. For more than a decade of combat, over air, land and sea, these proud American heroes upheld the highest traditions of our Armed Forces; and

WHEREAS, More than 58,000 patriots, including nearly 400 of Utah's young heroes, sacrificed all they had and would ever know for the sake of our great country. Among these were 80 soldiers from Northern Utah; and

WHEREAS, We draw inspiration from the heroes who sacrificed their lives, suffered unspeakably as prisoners of war, who were wounded and suffered the effects of Agent Orange, and those who have suffered from Post-Traumatic Stress Disorder. We recognize the tremendous sacrifice of the many that still carry scars of war, seen and unseen. With more than 1,600 of our American heroes still among the missing, we remember the 14 Utahans who have not yet been found; and

WHEREAS, This war marks a significant chapter in our Nation's history that must never be forgotten. Innumerable sacrifices have been and continue to be made to maintain the liberties that we enjoy. We honor our Vietnam veterans, our fallen, our wounded, those unaccounted for, our former prisoners of war, their families and all those who served with honor and integrity; and

WHEREAS, While no words can ever fully describe their service, nor any honor truly befit their sacrifice, let us remember that it is never too late to pay tribute to the men and women who answered the duty with courage and valor.

NOW, THEREFORE, BE IT RESOLVED that I, Robert J Stevenson, Mayor of Layton City, Utah, and the Layton City Council do hereby proclaim from this date forward March 29th, as "**Vietnam Veterans Day**" in Layton City. We join with local, state and federal agencies across the country to commemorate the Vietnam War and express thanks to a generation of proud Americans who saw our country through one of the most challenging missions we have ever faced. We encourage our community to participate in events, ceremonies and activities that honor the countless and heroic efforts of our Armed Forces.

In Witness Whereof: I have caused the Seal of the City of Layton, Utah, to be affixed on this 20th day of March 2014.

Mayor _____

Date _____

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

Item Number: 5.A.

Subject:

Agreement between Layton City and Spillman, Solutions II, and IBM Global Finance for the Acquisition of a Replacement Server for Police/Fire Records Management - Resolution 14-09

Background:

The current server does not support the latest version of software needed by the Police Department for statistical reporting due to the new reporting standards imposed by the State and Federal Government. Additionally, the current software utilized by the Fire Department was replaced by the vendor and requires a server update. Because these changes occurred mid-budget year, Solutions II, et al will finance the cost of the server and the City will reimburse them out of the FY 14-15 budget. The cost to the City is the same as if we had purchased it directly.

Alternatives:

Alternatives are to 1) Adopt Resolution 14-09 approving the agreement between Layton City and Spillman, Solutions II and IBM Global Finance for the acquisition of a replacement server for Police/Fire records management 2) Adopt Resolution 14-09 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 14-09 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 14-09 approving the agreement between Layton City and Spillman, Solutions II and IBM Global Finance for the acquisition of a replacement server for Police/Fire records management.

RESOLUTION 14-09

A RESOLUTION AUTHORIZING THE CITY'S ENTERING INTO AGREEMENTS WITH SPILLMAN, SOLUTIONS II, AND IBM GLOBAL FINANCE, FOR THE ACQUISITION OF A REPLACEMENT SERVER, INCLUDING ATTENDANT SERVICES; AUTHORIZING THE MAYOR EXECUTE THE NECESSARY DOCUMENTS IN FURTHERANCE HEREOF.

WHEREAS, upon an evaluation of the capabilities of the current server being utilized by the Police and Fire Departments; and

WHEREAS, in comparing those capabilities with a recently State imposed reporting system, it has become necessary to replace the current server in order to comply with the new reporting requirements for the Police Department and run the latest records management software utilized by the Fire Department; and

WHEREAS, in searching for a product that is compatible with the current operations, an entity that can provide the necessary migration services, and a method in which these products and services can be financed, the City has determined that entering into agreements with Spillman, Solutions II, and IBM Global Finance will satisfy the requirements and provide the best results for the City in a timely manner.

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

1. That the City enter into agreements with Spillman, Solutions II, and IBM Global Finance for the acquisition, installation, financing and attendant services for a replacement server for the City's Police Department at a cost of \$74,960.00, which are attached hereto and incorporated herein by this reference.
2. That the Mayor is authorized to execute the necessary documents.

PASSED AND ADOPTED by the City Council of Layton, Utah, this _____ day of March, 2014.

ROBERT J STEVENSON, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:



STEVEN L GARSIDE, Assistant City Attorney

MASTER AGREEMENT

Agreement Terms

ARTICLE I – Services and Scope

1. Subject to the terms set forth in this Agreement, Solutions II agrees to render the services (the “Consulting Services”) listed in Exhibit A. Exhibit A will consist of Statement(s) of Work which will be agreed to individually and become a part of this Agreement when signed by both parties. All Statement(s) of Work will reference this Agreement, be attached hereto and confirm that they are subject to the terms and conditions of this Agreement. Any terms of the Statement(s) of Work that are inconsistent with this Agreement will take precedent over the language in this Agreement.

2. The Client shall appoint a Designated Representative identified on the cover sheet who will be in charge of the project for the Client and have authority to make binding decisions on behalf of the Client. Solutions II shall report to the Designated Representative. All notices regarding changes in the project, revisions to the Statement(s) of Work, or otherwise related to this Agreement shall be delivered to the Designated Representative.

3. Client is responsible for ensuring its compliance with all legal and regulatory requirements that are applicable to its business. It is the Client’s sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the Client’s business and any actions the Client may need to take to comply with such laws. Solutions II does not provide legal advice or represent or warrant and expressly disclaims any warranty that its Consulting Services or products will ensure that the Client is in compliance with any law or regulation. Solutions II is not responsible for the Client’s legal and regulatory compliance.

ARTICLE II - Performance, Payment, and Expenses

1. Performance. Solutions II shall diligently perform the Consulting Services, supplying all reasonably necessary professional services, technical knowledge and analytical manpower necessary or incidental thereto, except as otherwise expressly provided for herein. The Consulting Services shall be performed in a professional and workmanlike manner consistent with standards that are customary in Solutions II’s industry. Solutions II disclaims and makes no other warranties, express or implied, related to Solution II’s Consulting Services or this Agreement; including without limitation, the implied warranties of **Merchantability or Fitness for a Particular Purpose.** Client shall schedule reasonable times for Solutions II to provide the Consulting Services and to make available its facilities or other reasonable accommodations, its employees and its subcontractors, for Solutions II to perform the Consulting Services; failure to do any of the foregoing shall be a breach of the Agreement by Client.

2. Payment. Client agrees to pay Solutions II for the Consulting Services in the amounts set forth in Exhibit A or the Statement(s) of Work. Client shall pay: (i) forty percent (40%) of the total contract amount upon execution of the initial Exhibit A and forty percent (40%) of the total amount of each additional Statement(s) of Work upon execution of the Statement(s) of Work by both parties; and (ii) the remaining balance due under Exhibit A and each Statement(s) of Work, in equal installments as set forth in Exhibit A or each Statement(s) of Work. The installment payments shall be due at the end of each such installment period over the remaining period of time for which Consulting Services are to be performed under Exhibit A or each additional Statement(s) of Work. The installment amounts shall be due regardless of whether Consulting Services have been performed during the period of time covered by the invoice. Client shall pay all invoices within thirty (30) days of receipt of such invoices by Client. Client agrees to pay late charges on all past due balances in an amount equal to 1-1/2% per month, or the highest rate allowed by law, whichever is greater. Client shall be liable for all costs incurred in collection of past due balances, including, but not limited to, attorneys’ fees, filing fees and court costs. Except for income tax imposed on Solutions II relating to this Agreement, Client shall pay any and all taxes imposed or assessed by reason of this Agreement, including, but not limited to, sales or use taxes. The fees charged by Solutions II for Consulting Services for all Renewal Terms shall be an amount that is an increase of ten percent (10%) over the rates charged in the previous term.

3. Expenses. Solutions II has included its expenses in its SOW under this agreement.

ARTICLE III - Confidentiality

1. Each party acknowledges that in its relationship associated with this Agreement each may receive from the other (“Receiving Party”) information that is not publicly available and that the party disclosing the information (“Disclosing Party”) regards as being confidential, which may include but is not limited to: financial information; technical information; projections; customer or prospect information; information relating to: employees, subcontractors, products, research, development, marketing, business plans, and vendors, or findings, conclusions, studies, and

recommendations relating to the Consulting Services; and this Agreement, its contents and the fact of its existence (collectively referred to as “Confidential Information”).

2. Each Party agrees that during the term that Consulting Services are being provided pursuant to this Agreement and during the period of twelve (12) months after such time or termination of this Agreement, it will treat all Confidential Information confidential and will protect it with at least the same degree of care that it protects its own confidential information and will not disclose Confidential Information to any person not acting for or on behalf of a party to this Agreement and only to those persons that have a need to know in performing their duties or obligations under this Agreement, unless otherwise authorized in writing by the Disclosing Party. The Receiving Party’s obligations under this Article III shall continue with respect to each item of Confidential Information until the Disclosing Party publishes said item or until said item becomes public other than by act of the Receiving Party in breach of this Agreement.

3. Notwithstanding the foregoing, Solutions II shall retain all right, title and interest in any intellectual property created in or while performing the Consulting Services provided under this Agreement. For avoidance of any doubt, all copyrights, patent rights, and other intellectual property rights in the Consulting Services, including any contained in the deliverables, are retained by Solutions II. Nothing in this Agreement shall prohibit or restrict either party from the use of its knowhow.

ARTICLE IV – Non-Interference

1. Client agrees that during the term of this Agreement and during the period of twenty-four (24) months after termination, that it will not solicit, hire, or in any way cause an employee, or contractor of Solutions II to terminate their relationship with Solutions II, or in any way interfere with the relationship that any employee or contractor has with Solutions II. The parties recognize that damages for a breach of this provision immediately above may be difficult to calculate and therefore as liquidated damages and not as a penalty for each breach by Client of such provision and as a reasonable amount related to damages that would be anticipated to be caused for each breach of such provision, Client shall pay to Solutions II a lump sum amount equal to one hundred percent (100%) of the employee’s highest annual compensation, or one hundred thousand dollars (\$100,000.00), whichever is greater. In order to protect Solutions II’s confidential information and its relationships with its customers, vendors and employees, Solutions II and its employees have executed certain Employment Agreements and Confidential Information Non Interference and Non Solicitation Agreements and Covenants not to Compete (collectively, “Employee Agreements”). Client acknowledges the importance of such Employee Agreements and agrees not to knowingly interfere with the Employee Agreements by engaging in transactions with Solutions II employees or ex-employees that would violate such Employment Agreements.

ARTICLE V – Indemnification

1. Client hereby indemnifies and agrees to hold harmless and release Solutions II, its affiliates, and subcontractors and its and each of their officers, directors, shareholders, members, managers, employees, representatives, subcontractors, agents representatives, successors, affiliates and assigns, from and against any and all liabilities, losses, claims, damages, costs, demands, fines, judgments, penalties, obligations and payments, together with any reasonable costs and expenses (including, without limitation, reasonable attorneys’ fees and out-of-pocket expenses and reasonable costs and expenses of investigation or litigation) resulting from, relating to or arising out of or in connection with: (i) any breach by the Client of the Agreement or the failure of Client (or any person or entity acting directly or indirectly for Client, including employees and subcontractors of Client) to perform or observe any term, provision, covenant, agreement or condition of this Agreement to be performed or observed by or on behalf of Client; (ii) any negligence or intentional or willful misconduct of Client (or any person or entity acting directly or indirectly for Client, including employees and subcontractors of Client); or (iii) any claim by a third party asserted against Solutions II related to Client’s conduct.

2.

3 Solutions II represents that all of its products and practices are either owned by Solutions II or that it possesses the necessary licensing to employ them. Based thereon, Solutions II hereby indemnifies the Client from any and all third party claims that allege that any product or practice used or provided by Solutions II constitutes an infringement of a license, patent, copyright, or other property interest in said product or practice.

ARTICLE VI -Termination

1. Termination Without Cause. This Agreement may be terminated, without cause, by either party upon thirty (30) days prior written notice specifying the date upon which such termination will become effective. In the event that Solutions II terminates the Agreement without cause, or Client terminates the Agreement for cause as set forth

Agreement Terms

in VI 2. below, Solutions II shall promptly: (1) furnish to Client a brief report summarizing the work performed in rendering Consulting Services and the then current status of any work in progress under the provisions of this Agreement, and (2) return to Client all copies of Confidential Information belonging to Client and property of Client in tangible form prepared by Solutions II in the performance of Consulting Services. Upon Solutions II's performance of items (1) and (2) above, Solutions II shall be paid the amounts required under Article II through the effective date of termination. In the event that Client terminates the Agreement without cause, or in the event that Solutions II terminates the Agreement for cause as set forth in VI 2. below, Client will pay to Solutions II all amounts required under Article II through the effective date of the termination.

2. Termination for Cause. Either party may terminate this Agreement at any time upon the giving of written notice to the other, if: (i) the other party fails to perform an obligation or remedy a default under this Agreement for a period continuing more than five (5) days for a payment obligation, and thirty (30) days for any other performance obligations, after the aggrieved party shall have given the failing or defaulting party written notice of such failure or default and that such failure or default continues to exist as of the date upon which the aggrieved party gives notice so terminating this Agreement, or (ii) immediately, if a party makes a general assignment for the benefit of creditors, or files a petition for bankruptcy or receivership, or has filed against it an involuntary assignment or petition commenced against it under any applicable bankruptcy or insolvency legislation.

ARTICLE VII – Assignment and Affiliates

1. This Agreement shall not be assigned, or the duties created hereunder delegated, without the written consent of the other party hereto other than to an entity acquiring all or substantially all of the stock or assets of the assignor by merger, consolidation, purchase or similar transaction. Client may add an affiliate that controls, is controlled by, or is under common control with, Client ("Affiliate") to obtain Consulting Services hereunder, upon addition of the appropriate Statement(s) of Work executed by Solutions II and such Affiliate.

ARTICLE VIII - Changes to This Agreement

1. This Agreement may be amended, terminated or superseded only by a written Agreement between Solutions II and Client that expressly amends, terminates or supersedes this Agreement. This Agreement represents the entire understanding between the parties and supersedes any prior understanding whether written or oral with regard to the subject matter hereof with the express exception of any agreement limiting the disclosure of any confidential information.

ARTICLE IX - Maintenance of Agreement

1. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this entire Agreement, but rather such provision shall be modified or severed (as the case may be) so as to maintain to the maximum extent possible the benefits of the parties hereunder and the remaining provisions of this Agreement shall be unaffected thereby.

ARTICLE X - Controlling Law, Venue and Attorneys Fees

1. This Agreement shall be construed under and governed by the laws of the State of Utah and any dispute between the Parties in respect to this Agreement shall be submitted to arbitration before a single arbitrator from JAMS located in Denver, CO; provided however, nothing contained herein shall prohibit either party from seeking injunctive relief in any court of competent jurisdiction. The prevailing party in any action to enforce the terms of this Agreement shall be awarded its attorneys fees and costs.

ARTICLE XI - Relationship of the Parties

1. The relationship of the parties under this Agreement shall be and at all times remain one of independent contractors. Client and Solutions II are not partners, agents, employees or legal representatives of the other and neither is authorized to bind the other.

ARTICLE XII - Exhibits

1. Exhibit A and any other Exhibits, Statement(s) of Work or attachments that specifically reference this Agreement and acknowledge that they are subject to the terms and conditions hereof shall become a part of this Agreement.

ARTICLE XIII - Consequential Damages and Limitation of Liability

1. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, ECONOMIC OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, LOSS OF

INCOME, LOSS OF PROFIT OR FAILURE TO REALIZE EXPECTED SAVINGS ARISING DIRECTLY OR INDIRECTLY FROM A BREACH OF THIS AGREEMENT (INCLUDING FUNDAMENTAL BREACH OR OTHERWISE), A PARTY'S NEGLIGENCE, ANY ACT OR OMISSION OF EITHER PARTY OR ITS REPRESENTATIVES, OR UNDER ANY OTHER THEORY OF LAW OR EQUITY, EVEN IF THE AGGRIEVED PARTY HAD BEEN ADVISED OF, HAD KNOWLEDGE OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES.

2. IN NO EVENT SHALL SOLUTIONS II'S LIABILITY FOR ANY DAMAGES UNDER THIS AGREEMENT EXCEED THE AMOUNT OF COMPENSATION IT HAS RECEIVED IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE ALLEGED LIABILITY.

ARTICLE XIV – Article Headings

1. The article and sub-article headings contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms hereof.

ARTICLE XV - Counterparts

1. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

ARTICLE XVII – Non-waiver

1. The failure of either party to insist upon or enforce strict performance of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment to any extent of such parties' right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.

Performing Ahead of the Curve

Solutions II



Layton PD

Statement of Work

Master Agreement for Consulting Services Number: LPD02.10.14

Statement of Work Number: LPD_02.10.14-01

SOW Description: Spillman Infrastructure Refresh

March 11, 2014

Purpose:

Solutions II will, under the guidance and participation of Layton PD, facilitate the installation and configuration of a new Spillman hardware infrastructure.

This Scope of Work expires on: March 28, 2014 (3/28/14)

Scope:

Solutions II will perform the following, at the times specified, during the term of the Agreement. The project duration for all development will begin upon execution of this contract, or at such later time as the parties agree to herein. Due to the nature of the project being conducted by Solutions II, any delay in the completion of the project not directly under the control of Solutions II (i.e. not caused by the negligence of Solutions II) will not be held to be the responsibility of Solutions II.

Five (5) hours of best effort support will be available under this contract as well and good for a term of one (1) year from the date of signature. These hours will be prepaid at a rate of two hundred fifty dollars per hour (\$250).

Solutions II uses a systematic approach to successfully execute projects. Below is an outline of the steps Solutions II provides to ensure a successful project.

- **Preparation**
 - Pre-engagement meeting(s)
 - Review Client project expectations
 - Scheduling of resources appropriate to the skill sets required
- **Implementation**
 - Project implementation according to the detailed work effort described in this Statement of Work
- **Knowledge transfer**
 - Knowledge transfer of important skills related to ongoing maintenance and administration of the environment
- **Documentation**
 - Documentation of the implemented solution
- **Project completion**
 - Close-out meeting where the project is reviewed, and a project sign-off with survey is obtained from the Client

Preparation:

Upon approval of the purchase agreement and the scope of work documents, a pre-engagement meeting will be held with Solutions II. The agenda of this meeting will include:

- Team member introductions
 - Solutions II will provide project management in regards to Solutions II technical personnel
- Review in scope hardware and/or software
- Gather and Review specific configuration requirements
- Review specific Layton PD project requirements
- Project milestones
- Set preliminary implementation date

Implementation:

The engagement at Layton PD will consist of the following major milestone:

- v3700 Install
 - Work with Layton PD team on physical installation of v3700
 - Attach v3700 to management network and Fibre Channel attach (four (4) cables) to production p740 server for storage traffic
 - Configure Ethernet addressing, verify management interface is accessible and configure call-home/alerting
 - Update firmware and software levels to 7.2.latest
 - Configure RAID arrays to support Spillman VGs
 - Create one (1) RAID 5 array on SSD disk with 3 drives leaving a spare
 - Create one (1) RAID 5 array on NL-SAS disk with 4 drives leaving a spare
 - Create LUN(s) on each RAID set
 - Perform zoning and masking tasks as necessary
- p740 Install
 - Work with Layton PD team on physical installation of p740
 - Bring server online and run diagnostics
 - Create RAID group from internal disk (RAID 1)
 - Create rootvg on RAID 1 set using all internal disk
 - Mount / on rootvg and format with jfs2
 - Update firmware to latest known good levels
 - Update AIX to latest known good patch level of 7.1 TL2 or 3
 - Attach to Ethernet network
 - Configure Management interface(s)
 - Configure AIX LPAR interface(s)
 - Attach to v3700 array redundantly with four (4) cables
 - Verify adapters are recognized in OS
 - Verify storage is visible

- Perform any additional zoning and masking tasks as necessary
- Create additional volume groups
 - Create sdsavg on v3700 SSD disk
 - Create filesvg on v3700 NL-SAS disk
 - Create backupvg on v3700 NL-SAS disk
- Create logical volumes, mount and create file systems
 - Mount /sds on sdsavg and create jfs2 file system
 - Mount /sds/files/files on filesvg and create jfs2 file system
 - Mount /sdsbkp on backupvg and create jfs2 file system

Knowledge Transfer:

Solutions II will provide knowledge transfer on:

- Perform knowledge transfer regarding basic management, operation and “best practices” on the p740 and v3700 hardware

Documentation:

- A configuration document will be provided at the conclusion of the services that will include all system parameters, configuration, and websites and other useful information for managing your p740 and v3700 equipment
 - Connectivity diagrams will also be included for all system components

Project Completion:

- At the completion of the project, a project completion form will be delivered which will detail the tasks that have been accomplished during the engagement.
- By signing the project completion form, the Client agrees that the engagement has come to a successful completion, per the scope of work.

Project Assumptions:

Administrative

- This engagement will begin on a mutually acceptable date after Solutions II is in receipt of a signed Scope of Work and a valid purchase order or signed purchase agreement from client that covers the fees and expenses described herein.
- The client will provide Solutions II technical resources with a workspace and access to phone, fax machine, printer and physical facilities (i.e., data center) as needed. The client will also provide access to network for the engineer’s laptop(s).
- The client will provide appropriate technical and management resources to participate in the implementation.
- Solutions II will prepare the hardware and operating system for the Spillman application.
 - Spillman Technologies and Layton PD will provide all data and application platform migrations



Technical

- Network is available and appropriately configured.
- Server and clients are available, patched per Solutions II recommendations and are appropriately configured.
- Tasks will be performed through a combination of onsite presence, coordination via telephone, email, or other remote means as appropriate.

Change Management Procedures

In the event it is necessary to change this Scope of Work document, the following procedure will be used:

- A Change request document ("Change Request") will be executed by the parties describing the nature of the change, the reason for the change, and the effect the change will have on the scope of work, which may include changes to the work product. Parties will determine the additional charges, if any and they will be detailed in the Change Request Document.
- Either party for any material changes to an applicable scope of work may initiate a Change Request. The requesting party will review the proposed change with the other party, and the appropriate authorized representatives of the parties will sign the Change Request, indicating the acceptance of the changes by the parties.
- Upon execution of the Change Request, said Change Request will be incorporated into and made a part of the applicable scope of work.

Payment:

Always subject to Article VI of the Agreement, Solutions II will provide the consulting services as outlined in Exhibit A.

Fees for services rendered pursuant to this Agreement shall be paid by Client as follows:

- 1) A total fee of eleven thousand fifty dollars, (\$11,050.00) will be paid by Client for this project.
 - a) \$11,050.00 will be due upon execution of this Statement of Work.

All travel expenses are the responsibility of Client, with the estimation that one or more Solutions II employee(s) will need to travel to the Client's location, or such location designated by Client multiple times with multiple day duration during the contract period.

All fees and costs incurred under the terms of this Agreement shall be due 30 days after a statement has been sent to Client by Solutions II. Any late payment is subject to an interest charge of 1.5% per month (18% per annum) plus all costs of collection including attorney fees and costs.

Client is responsible to pay all applicable state and local sales and use taxes related to professional services and travel expenses.

Layton PD	Solutions II
437 N Wasatch Dr. Layton, UT 84041	2607 S. Decker Lake Blvd., Suite 200 Salt Lake City, Utah 84119

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM
 BY [Signature] 3/12/14

Certificate of Acceptance
Exhibit 4

Customer Number: 5417294
Name and Address
POLICE DEPT
429 WASATCH DR
LAYTON , UT 84041-3254

IBM Office Address
MAIL DROP A2-181 6303 BARFIELD RD
ATLANTA, GA 30328
ATTN: RENATA MIRANDA

Agreement Number: 5417294LP
Supplement No: LD0029339

Email:
Tel No.:
Fax No.:
Attn:

Email: RESM@BR.IBM.COM
Tel No: 800-819-8206
Fax No: 845-267-6268
Attn: RENATA MIRANDA

Customer Reference:

Location Customer	Accepted Item Type	Model	Plant Order or MES No.	Contract Serial No. Description	Manufacturer's Serial No. (if applicable)
5417294	2072	S2C		IBM STORWIZE V3700 SFF D	
5417294	8205	E6D		IBM POWER 740	
5417294	9SSR	001		H044279 REMARKETED SERVICEELITE	
5417294	9994	001		H044280 VENDOR SOURCED PRODUCTS/SVCS	

The undersigned ("Customer") is a customer under the agreement referenced above ("Agreement") with either IBM Credit LLC or International Business Machines Corporation (in either case, "Us" or "We"). Customer represents and certifies that Customer has accepted the items listed above or itemized on an attachment ("Accepted Item(s)") to this Certificate of Acceptance ("COA") on the date indicated below. Customer authorizes us to pay Customer's supplier for the Accepted Item(s). Amounts due under the Agreement shall commence upon the date Customer indicates below unless we have otherwise noted on the Supplement.

If Customer is subject to procurement or appropriation laws or regulations, Customer represents and certifies that our direct payment to Customer's supplier for the Accepted Item(s) will be in full compliance with any and all relevant state laws and regulations or any other legal requirements relating to Customer's procurement or appropriation activities.

In order for this COA to be effective, we must be provided with the serial numbers if applicable for each Accepted Item. Customer authorizes us to complete or update any item identification information on the referenced Agreement or Supplement to the Agreement for any accepted item without Customer's further action or consent.

Delivery of an executed copy of this COA by facsimile, email or any other reliable means shall be deemed to be as effective for all purposes as delivery of a manually executed copy. Customer understands that we may maintain a copy of this COA in electronic form and agrees that a copy produced from such electronic form or by any other reliable means (for example, photocopy, image or facsimile) shall in all respects be considered equivalent to an original. By signing below, Customer represents and warrants that Customer's name as set forth in the signature block below is Customer's exact legal name and the information identifying Customer's state of organization is true, accurate and complete in all respects.

Accepted by: LAYTON CITY CORPORATION
Customer

By: _____
Authorized Signature

Name (Type or Print)

Date Customer accepts item(s) listed above. Must be filled in by Customer.

Date: _____ (MM/DD/YYYY)

State of Organization: UT

APPROVED AS TO FORM
BY [Signature] 5/12/14

PLEASE RETURN TO IBM OFFICE ADDRESS, FAX NUMBER OR EMAIL ADDRESS LISTED ABOVE
WITHIN 10 DAYS OF RECEIPT

Lease/Purchase Master Agreement
For State and Local Government

This Lease/Purchase Master Agreement For State and Local Government ("Agreement") covers the terms and conditions under which IBM Credit LLC will finance various charges. In addition, attached is the form of Lease/Purchase Supplement and Exhibits thereto.

This Agreement and its applicable Supplements and Addenda are the complete agreement regarding the Financing Transactions and replace any prior oral or written communications between both parties. If there is a conflict of terms among the documents, the order of precedence will be as follows: (a) attachments or addenda to the Supplement, (b) Supplement, (c) attachments or addenda to the Agreement, (d) this Agreement.

By signing below, both parties agree to the terms of this Agreement. Once signed, any reproduction of this Agreement or a Supplement made by reliable means (for example, photocopy or facsimile) is considered an original.

Part 1 - Definitions

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Lease/Purchase Master Agreement.

"Commencement Date" is the date when the term of a Financing Transaction and Lessee's obligation to pay Lease Payments for such Financing Transaction commence, which date shall be set forth in each Lease/Purchase Supplement.

"Equipment" means, collectively, the equipment lease/purchased pursuant to this Agreement, and with respect to each Lease/Purchase Supplement, the equipment described in each Lease/Purchase Supplement, and all repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Part 9.

"Event of Default" is defined in Section 13.1.

"Financed Items" means any software program licenses, maintenance, services, and other one-time charges to be lease/purchased pursuant to this Agreement, and with respect to each Lease/Purchase Supplement, such items described therein.

"Financing Transaction" means the lease/purchase transaction for Property set forth in any Lease/Purchase Supplement entered into pursuant this Agreement.

"Lease/Purchase Supplement" or "Supplement" means a Lease/Purchase Supplement in the form attached hereto.

"Lease Payments" means the Lease Payments payable by Lessee under Part 6 of this Agreement and with respect to each Lease/Purchase Supplement, the Payment Amounts set forth in each Lease/Purchase Supplement in Exhibit 1 thereto.

"Lease Payment Dates" means the dates for the Lease Payments as set forth in the Payment Schedules for each Lease/Purchase Supplement.

"Lease Term" means, with respect to a Financing Transaction, the Original Term and all Renewal Terms. The Lease Term for each Financing Transaction entered into hereunder shall be set forth in a Lease/Purchase Supplement, as provided in Section 4.2.

"Lessee" or "Customer" means the entity identified as such on the signature line below, and its permitted successors and assigns.

"Lessor" means the entity identified as such on the signature line below, and its successors and assigns.

"Nonappropriation Event" is defined in Section 6.6.

"Original Term" means, with respect to a Financing Transaction, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

Agreed to: Layton City Corporation

Lessee
By _____
Authorized Signature

Name (Type or Print) _____

Title: _____
Date: _____

Customer Number: 5417294

Customer Address: 429 WASATCH DR

LAYTON, UT 84041-3254

"Payment Schedule" means, with respect to a Financing Transaction, one or more schedules of lease payments for the Original Term and all Renewal Terms that indicates the Payment Due Date, the Payment, the Finance Charge and the Balance Due.

"Property" means, collectively, the Equipment and Financed Items lease/purchased pursuant to this Agreement, and with respect to each Lease/Purchase Supplement, the Equipment and Financed Items described in such Lease/Purchase Supplement.

"Purchase Price" means the amount that Lessee may, in its discretion, pay to Lessor to purchase the Property under a Lease/Purchase Supplement, as provided in Section 11.1 and as set forth in the Lease/Purchase Supplement.

"Renewal Terms" means the renewal terms of a Financing Transaction, each having a duration of one year and a term coextensive with Lessee's budget year.

"State" means the state or commonwealth where Lessee is located.

"Supplier" means International Business Machines Corporation "IBM", or any other manufacturer, vendor or provider of the Property leased/purchased by Lessee.

Part 2 - Separate Financings

Each Supplement executed and delivered under this Agreement shall be a separate financing, distinct from other Supplements. Without limiting the foregoing, upon the occurrence of an Event of Default or a Nonappropriation Event with respect to a Supplement, Lessor shall have the rights and remedies specified herein with respect to the Property financed and the Lease Payments payable under such Supplement, and except as expressly provided in Section 12.2 below, Lessor shall have no rights or remedies with respect to Property financed or Lease Payments payable under any other Supplements unless an Event of Default or Nonappropriation Event has also occurred under such other Supplements.

Part 3 - Lessee's Covenants

As of the Commencement Date for each Supplement executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor as follows:

(a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Supplement and the transactions contemplated thereby and to perform all of its obligations thereunder. Lessee has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement and the Supplement by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Supplement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Supplement and the acquisition by Lessee of the Property thereunder. On or before the Commencement Date, Lessee shall cause to be executed an Opinion of Lessee's Counsel in substantially the form attached to the form of the Supplement as Exhibit 2 and a Lessee's Certificate in substantially the form attached to the form of the Supplement as Exhibit 3.

(d) During the Lease Term for the Supplement, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.

Agreed to:
Lessor
IBM Credit LLC

By _____
Authorized Signature

Name (Type or Print) _____

Title: _____
Date: _____

Agreement Number: 5417294LP
IBM Office Number: 1T8
IBM Office Address: 6303 Barfield Road
Atlanta, GA 30328

APPROVED AS TO FORM

BY [Signature] 3/12/14

Lease/Purchase Master Agreement For State and Local Government

(e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Supplement in such form and containing such information as may be requested by Lessor.

(f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Lease Payments under the Supplement and will not use or permit the use of the Property in such a manner as to cause a Supplement to be a "private activity bond" under Section 141(a) of the Code. Lessee covenants and agrees that no part of the proceeds of the Supplement shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Supplement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Supplement.

(g) The execution, delivery and performance of this Agreement and the Supplement and compliance with the provisions hereof and thereof by Lessee does not conflict with, or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease of, or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.

(h) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days' prior notice to Lessor.

Part 4 - The Transactions

4.1 Lease of Property. On the Commencement Date of each Financing Transaction executed in the Supplement hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Supplement, in accordance with this Agreement and such Supplement, for the Lease Term set forth in such Supplement.

4.2 Lease Term. The term of each Financing Transaction shall commence on the Commencement Date set forth in the Certificate of Acceptance and shall terminate upon payment of the final Lease Payment set forth in such Payment Schedule and the exercise of the Purchase Option described in Section 11.1, unless terminated sooner pursuant to this Agreement or the Supplement.

4.3 Delivery, Installation and Acceptance of Property. Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Supplement, and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Supplement is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Supplement.

4.4 Assignment to Lessor. With respect to Property, Lessee assigns for security purposes to Lessor, effective upon Lessor signing the Supplement, its right to purchase the Property from its Supplier. Although Lessor shall have the obligation to pay the Supplier for the Property, not to exceed the principal amount set forth in the Supplement, title to the Property shall pass directly from Supplier to Lessee subject to Lessor's right under Section 7.3 hereunder, or unless otherwise provided. All other rights and obligations as defined in the agreement between Lessee and Lessee's Supplier governing the purchase of the Property ("Purchase Agreement") shall remain with Lessee. Lessee represents that it has reviewed and approved the Purchase Agreement. Lessor will not modify or rescind the Purchase Agreement.

4.5 Credit Review. For each Financing Transaction, Lessee consents to a reasonable credit review by Lessor.

Part 5 - Lessor's Rights of Access

5.1 Enjoyment of Property. Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. Neither Lessor nor its successors or assigns shall interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Supplement.

5.2 Location; Inspection. The Property will be initially located or based at the location specified in the applicable Supplement. Upon reasonable advance request, Lessee agrees to allow Lessor to inspect the Equipment and its maintenance records during Lessee's normal business hours, subject to Lessee's reasonable security procedures. Lessee will affix to the Equipment any identifying labels supplied by Lessor indicating ownership.

Part 6 - Payments

6.1 Lease Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Lease Payments for a fiscal year, the Lease Payments for said fiscal year, and only the Lease Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

6.2 Payment of Lease Payments. Lessee shall promptly pay Lease Payments under each Supplement, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Payment Schedule, at Lessor's address set forth as the "remit to" address in the invoice, unless Lessor instructs Lessee otherwise. Lessee shall pay Lessor a charge on any delinquent Lease Payments in an amount sufficient to cover all additional costs and expenses incurred by Lessor from such delinquent Lease Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Lease Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

6.3 Interest Component. A portion of each Lease Payment due under each Supplement is paid as, and represents payment of, interest, and each Supplement hereunder shall set forth the interest component (or method of computation thereof) of each Lease Payment thereunder during the Lease Term.

6.4 Lease Payments to be Unconditional. SUBJECT TO SECTION 6.6, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE SUPPLEMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY SUPPLIER AS PROVIDED IN SECTION 10.2.

6.5 Continuation of Lease by Lessee. Lessee intends to continue all Supplements entered into pursuant to this Agreement and to pay the Lease Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Payments during the term of all Supplements can be obtained. Lessee agrees that during the budgeting process for each budget year its staff will provide to the governing body of Lessee notification of any Lease Payments due under the Supplements during the following budget year.

6.6 Nonappropriation. If, during the then current Original Term or Renewal Term, sufficient funds are not appropriated to make Lease Payments required under a Supplement for the following fiscal year, Lessee shall be deemed to not have renewed such Supplement for the following fiscal year and the Supplement shall terminate at the end of the then current Original Term or Renewal Term and Lessee shall not be obligated to make Lease Payments under said Supplement beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such nonappropriation (a "Nonappropriation Event") Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property under said Supplement to Lessor. If Lessee fails to deliver possession of the Property to Lessor upon termination of said Supplement by reason of a Nonappropriation Event, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. In the event of a Nonappropriation Event under a Supplement, Lessee shall cease use of all software financed or acquired under the applicable Supplement and shall confirm and state in writing to Lessor that it has: (1) deleted or disabled all files and copies of the software from the equipment on which it was installed; (2) returned all software documentation, training manuals, and physical media on which the software was delivered; and (3) has no ability to use the returned software. Lessor may, by written instructions to any escrow agent who is holding proceeds of the Supplement, instruct such escrow agent to release all such proceeds and any earnings

Lease/Purchase Master Agreement For State and Local Government

thereon to Lessor, such sums to be credited to Lessee's obligations under the Supplement and this Agreement. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee. In the event of such nonappropriation, upon request from Lessor, Lessee agrees to provide in a timely manner, written evidence of such nonappropriation, a copy of the fiscal year budget in which such nonappropriation occurred and any other related documentation reasonably requested by Lessor.

Part 7 – Title; Security Interest

7.1 Title to the Property. Upon acceptance of the Equipment by Lessee and unless otherwise required by the laws of the State, title to the Equipment shall vest directly in Lessee from the Supplier, subject to Lessor's interests under the applicable Supplement and this Agreement. Software that the Lessee acquires from the Supplier and finances with Lessor remains the property of the licensor. Ownership of the software is governed by the license agreement between the licensor and the Lessee and is not affected by this Agreement.

7.2 Personal Property. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

7.3 Security Interest. To the extent permitted by law and to secure the performance of all of Lessee's obligations under this Agreement with respect to a Supplement, including without limitation all Supplements now existing or hereafter executed, Lessee grants to Lessor, for the benefit of Lessor and its successors and assigns, a security interest constituting a first lien on Lessee's interest in all of the Equipment under the Supplement, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Equipment, all substitutions and replacements for the Equipment, and on any proceeds of any of the foregoing, including insurance proceeds. Lessee shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Lessor, that Lessor deems necessary or appropriate to establish, maintain and perfect a security interest in the Equipment in favor of Lessor and its successors and assigns. Lessee hereby authorizes Lessor to file all financing statements that Lessor deems necessary or appropriate to establish, maintain and perfect such security interest.

Part 8 – Maintenance and Ancillary Charges

8.1 Maintenance of Equipment by Lessee. Lessee shall keep and maintain the Equipment in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Equipment in conformity with all laws and regulations concerning the Equipment's ownership, possession, use and maintenance, and shall keep the Equipment free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Equipment. Should Lessee fail to maintain, preserve and keep the Equipment in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Equipment in form approved by Lessor and with approved providers.

8.2 Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes. The Lease Payments payable by Lessee under this Agreement and the Supplements hereunder have been established to reflect the savings resulting from this exemption from taxation. Lessee will take such actions necessary under applicable law to obtain said exemption. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Property.

8.3 Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the outstanding principal component of Lease Payments, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all

employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Lessor as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Lessor and Lessee as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Lessor's prior written consent. Upon Lessor's request, Lessee shall, within thirty (30) days of such request, furnish to Lessor, for each Supplement, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.

8.4 Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the Supplement for which the Property is under and shall be due and payable on the next Lease Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

Part 9 – Casualty Loss

9.1 Damage or Destruction. If (a) the Property under a Supplement or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Supplement or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award, or sale under threat of condemnation to be applied to the prompt repair, restoration, modification or improvement of the Property, unless Lessee shall have exercised its option to purchase Lessor's interest in the Property if the Supplement so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee and applied to the next Lease Payments coming due on the Supplement. For purposes of Section 8.3 and this Part 9, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

9.2 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.1, Lessee shall (a) complete such repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 6.2; or (b) exercise its option to purchase Lessor's interest in the Property pursuant to the optional purchase provisions of the Supplement, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such purchase may be retained by Lessee.

Part 10 – Warranties; Use of Equipment and/or Financed Items

10.1 Disclaimer of Warranties. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Supplier based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Supplier nor any sales representative or other agent of Supplier, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Supplements, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Supplements.

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10.2 Supplier's Warranties. Lessor hereby irrevocably assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Supplier. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Supplier of the Property, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Supplier of the Property.

10.3 Use of the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Supplement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property (including compliance with any applicable privacy laws, rules or regulations and in conjunction therewith Lessee, upon cessation of the use, operation and control of, and prior to any disposition of the Equipment, shall destroy any data contained thereon that would be subject to such privacy laws, rules or regulations); provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement. Lessee shall promptly notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Supplement or the Property thereunder.

10.4 Modifications. Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Equipment. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Equipment and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Equipment, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Equipment, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Equipment immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Equipment as may be required from time to time by applicable law or by any governmental authority.

Part 11 – Prepayments

11.1 Deemed Purchase. Lessee shall be deemed to have purchased Lessor's entire interest in all of the Equipment subject to a Supplement and to have terminated any restrictions herein on the Property under such Supplement on the last day of the Lease Term for a Supplement, if the Supplement is still in effect on such day, upon payment in full of the Lease Payments due thereunder. Upon the deemed purchase as set forth in this Section 11.1 or payment of the purchase price pursuant to Section 11.2 hereof, under the applicable Supplement, and performance by Lessee of all other terms, conditions and provisions hereof, Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably require to evidence the transfer, without warranty by or recourse to Lessor, of all of Lessor's right, title and interest in and to the Equipment subject to such Supplement to Lessee.

11.2 Option to Prepay. Lessee shall have the option to prepay (a) in whole, but not in part, the Lease Payments due under a Supplement on any Lease Payment Date, at the Prepayment Price set forth in the Lease Payment Schedule as the "Prepayment Price", or (b) in part, by requesting, in writing, the Prepayment Price for the portion of the remaining Lease Receivables allocable to the Property being prepaid plus any past due amounts, accrued interest to the date of such prepayment and any other monetary amounts due under the Supplement to Lessor. The Prepayment Price shall be an amount equal to the present value of the portion of the remaining Lease Payments allocable to the Property being prepaid multiplied by the Prepayment Fee Rate set forth in such Payment Schedule as the "Prepayment Fee Rate". Upon payment of the Prepayment Price and such other amounts due Lessor, Lessee shall be deemed to have purchased Lessor's entire interest in all Property being prepaid, and to have terminated any restrictions herein on the Property prepaid.

Part 12 – Assignment; Risk of Loss

12.1 Assignment by Lessor. Lessor's right, title and interest in, to and under each Supplement and the Property under such Supplement may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor without the consent of Lessee; provided that any assignment shall not be effective against the Lessee until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee

agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Supplements.

12.2 Supplements Separate Financings. Assignees of the Lessor's rights in one Supplement shall have no rights in any other Supplement unless such rights have been separately assigned.

12.3 Assignment and Subleasing by Lessee. NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT OR ANY SUPPLEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR. Any request by Lessee to assign a Supplement or any Property thereunder must be accompanied by an opinion of tax counsel satisfactory to Lessor that the assignment will cause no material change to the federal income tax treatment of the amounts payable as interest under the Supplement.

12.4 Risk of Loss Covenants. Lessee shall not be required to indemnify or hold Lessor harmless against liabilities arising from the Agreement. However, as between Lessor and Lessee, and to the extent permitted by law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend Lessor against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Property, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that (provided that Lessee has complied with its obligations under Section 10.3) Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after Lessee has surrendered possession of the Property in accordance with the terms of the Agreement to Lessor or that arise directly from the gross negligence or willful misconduct of the Lessor.

Part 13 – Defaults and Remedies

13.1 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Supplement:

- (a) Failure by Lessee to pay any Lease Payment under the Supplement or other payment required to be paid with respect thereto at the time specified therein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Supplement, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to the Supplement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.1 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Supplement (other than the obligations on the part of Lessee contained in Part 6 hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

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A Nonappropriation Event is not an Event of Default.

13.2 Remedies on Default. Whenever any Event of Default exists with respect to a Supplement, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without terminating the Supplement, and by written notice to Lessee, Lessor may declare all Lease Payments and other amounts payable by Lessee thereunder to the end of the then current budget year of Lessee to be due, including without limitation delinquent Lease Payments under the Supplement from prior budget years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less;

(b) Lessor may terminate the Supplement, may enter the premises where the Property subject to the Supplement is located and retake possession of the Equipment and require Lessee to discontinue use of any Financed Items, or require Lessee, at Lessee's expense, to promptly return any or all of the Equipment to the possession of Lessor at such place within the United States as Lessor shall specify and require Lessee to discontinue use of any Financed Items, and Lessor may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State; provided, however, that any proceeds from the disposition of the property in excess of the sum required to (i) pay off any outstanding principal component of Lease Payments, (ii) pay any other amounts then due under the Supplement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee. Lessee shall confirm and state in writing to Lessor that it has: (1) deleted or disabled all files and copies of the software from the equipment on which it was installed; (2) returned all software documentation, training manuals, and physical media on which the software was delivered; and (3) has no ability to use the returned software;

(c) By written notice to any escrow agent who is holding proceeds of the Supplement, Lessor may instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under the Supplement;

(d) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Supplement and this Agreement.

13.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Part it shall not be necessary to give any notice, other than such notice as may be required in this Part.

13.4 Costs and Attorney Fees. Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

Part 14 – General

14.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

14.2 Arbitration Certifications. Lessee shall be deemed to make the following representations and covenants as of the Commencement Date for each Supplement:

(a) The estimated total costs, including taxes, freight, installation, cost of issuance, of the Financed Items under the Supplement will not be less than the total principal amount of the Lease Payments.

(b) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Lease Payments under the Supplement, or (ii) that may be

used solely to prevent a default in the payment of the Lease Payments under the Supplement.

(c) The Property under the Supplement has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Lease Payments under the Supplement.

(d) There are no other obligations of Lessee which (i) are being sold within 15 days of the Commencement Date of the Supplement; (ii) are being sold pursuant to the same plan of financing as the Supplement; and (iii) are expected to be paid from substantially the same source of funds.

(e) The officer or official who has executed the Supplement on Lessee's behalf is familiar with Lessee's expectations regarding this Section 14.2. To the best of Lessee's knowledge, information and belief, the facts and estimates set forth herein are accurate and the expectations of Lessee set forth herein are reasonable.

14.3 Further Assurances. Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Supplements, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Supplements.

14.4 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. Any county, township, municipality, political subdivision or affiliate (collectively, "Affiliate") of Lessee may enter into a Financing Transaction under this Agreement by signing a Supplement referencing this Agreement and so will be bound to the terms and conditions of this Agreement as Lessee. Nothing in this Agreement obligates the Lessor to provide financing to an Affiliate.

14.5 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.6 Waiver of Jury Trials. Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof.

14.7 Amendments, Changes and Modifications. This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Supplements at the time of such amendment or modification.

14.8 Execution in Counterparts. This Agreement and the Supplements hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.9 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

14.10 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

LESSEE’S CERTIFICATE

Re: **Lease/Purchase Supplement No. LD0029339** to Lease/Purchase Master Agreement No. **5417294LP** between IBM Credit LLC and **Layton City Corporation** (“Lessee”).

The undersigned, being the duly elected, qualified and acting _____ of the Lessee do hereby certify, as of _____, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee held _____ by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Lease/Purchase Supplement and any related documents entered into pursuant to the Lease/Purchase Master Agreement (the "Lease/Purchase Supplement") by the following named representative of Lessee, to wit:

NAME OF EXECUTING OFFICIAL	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
And/ Or		

2. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Lessee at which the Lease/Purchase Supplement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Lease/Purchase Supplement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of the Lease/Purchase Supplement have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Non-appropriation Event (as such terms are defined in the Lease/Purchase Master Agreement (the “Master Agreement”)) exists at the date hereof with respect to this Lease/Purchase Supplement or any other Lease/Purchase Supplements under the Master Agreement.

5. The acquisition of all of the Property under the Lease/Purchase Supplement has been duly authorized by the governing body of Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Lease/Purchase Supplement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. Lessee represents and warrants that the Property is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

8. Bank Qualified Tax-Exempt Obligation under Section 265 (Consult tax counsel for applicable provisions.).

____ Lessee hereby designates this Lease/Purchase Supplement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Lease/Purchase Supplement falls, in an amount not exceeding \$10,000,000.

or

____ Not applicable

9. Has Lessee ever terminated a lease or financing contract prior to the expiration of its term (including all permitted renewal terms) due to nonappropriation or other provision permitting Lessee to terminate in Lessee's discretion?

Yes ____ No ____ . If yes, then please describe the circumstances of such termination:

10. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Lease/Purchase Supplement or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Lease/Purchase Supplement, or the validity of the Master Agreement or the Lease/Purchase Supplement, or the payment of principal or of interest on, the Lease/Purchase Supplement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Lease/Purchase Supplement; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Lease/Purchase Supplement.

Lessee: Layton City Corporation
By:
Title:
SIGNER MUST NOT BE THE SAME AS THE EXECUTING OFFICIAL(S) SHOWN ABOVE.

APPROVED AS TO FORM
BY [Signature] 3/12/14

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

Item Number: 5.B.

Subject:

Bid Award – Brinkerhoff Excavating, Inc. – Project 13-20 – 285 West Storm Drain and Land Drain – Resolution 14-08 – Along 285 West from 1925 North to 1775 North

Background:

Resolution 14-08 authorizes the execution of an agreement between Layton City and Brinkerhoff Excavating, Inc. for the 285 West Storm Drain and Land Drain, Project 13-20. The project includes the construction of approximately 1,200 lf of 8-inch to 18-inch storm drain pipe and appurtenances. This project will improve the collection of storm water runoff along 285 West and 1900 North streets, and correct blockage issues in the land drain line.

Five bids were received, with Brinkerhoff Excavating, Inc. submitting the lowest responsive, responsible bid in the amount of \$170,898. The engineer's estimate was \$175,000.

Alternatives:

Alternatives are to 1) Adopt Resolution 14-08 awarding the bid to Brinkerhoff Excavating, Inc. for the 285 West Storm Drain and Land Drain, Project 13-20; 2) Adopt Resolution 14-08 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 14-08 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 14-08 awarding the bid to Brinkerhoff Excavating, Inc. for the 285 West Storm Drain and Land Drain, Project 13-20 and authorize the City Manager to execute the agreement.

RESOLUTION 14-08

**AUTHORIZING AN AGREEMENT WITH BRINKERHOFF EXCAVATING, INC.
FOR THE 285 STORM DRAIN AND LAND DRAIN, PROJECT 13-20**

WHEREAS, Layton City has elected to conduct storm drain and land drain improvements to be known as the 285 Storm Drain and Land Drain, Project 13-20; and

WHEREAS, the City received bids for the construction of the referenced project on March 11, 2014, with the results of these bids attached hereto, for the Council's review; and

WHEREAS, City Staff has reviewed and evaluated each response to the Advertisement for Bids and has found it to be in the best interest of the City and citizens of Layton City to conditionally select Brinkerhoff Excavating, Inc. as the contractor for the 285 Storm Drain and Land Drain, Project 13-20.

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

1. Brinkerhoff Excavating, Inc. (hereafter referred to as Brinkerhoff) is conditionally selected as the lowest responsive and responsible bidder with whom the City Manager should conduct negotiations for the 285 Storm Drain and Land Drain, Project 13-20.

2. The City Manager is directed to conduct negotiations for an agreement (herein the "Agreement") with Brinkerhoff for the 285 Storm Drain and Land Drain, Project 13-20. The terms of the Agreement shall address the terms and conditions of the Advertisement for Bids as well as the price and other responses to the Advertisement for Bids contained in the proposal submitted by Brinkerhoff that are consistent with the intent of the Advertisement for Bids. The Agreement shall include such other provisions as are deemed necessary to accomplish the purposes of the City in entering an Agreement for the 285 Storm Drain and Land Drain, Project 13-20.

3. At such time as the Agreement is in a form acceptable to the City Manager and City Attorney and after Brinkerhoff has properly executed said Agreement, the City Manager is authorized to execute the Agreement on behalf of the City. Execution of the Agreement by Brinkerhoff shall constitute Brinkerhoff's offer for the 285 Storm Drain and Land Drain, Project 13-20, pursuant to the terms and conditions of the Agreement. Execution of the Agreement by the City Manager shall constitute the City's acceptance of Brinkerhoff's offer and the formal award of the contract to Brinkerhoff Excavating, Inc. for the 285 Storm Drain and Land Drain, Project 13-20, pursuant to the terms and conditions of the Agreement.

PASSED AND ADOPTED by the City Council of Layton, Utah, this **20th day of March, 2014**.

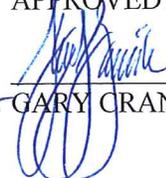
ATTEST:

THIEDA WELLMAN, City Recorder

ROBERT J STEVENSON, Mayor

APPROVED AS TO FORM:

SUBMITTING DEPARTMENT:



GARY CRANE, City Attorney



TERRY COBURN, Public Works Director

285 WEST STORM DRAIN and Land Drain, Project 13-20

Schedule A DESCRIPTION	QTY	Unit	1		2		3		4		5	
			Brinkerhoff Excavating (\$) Per	TOTAL (\$)	Larry Daley Const. (\$) Per	TOTAL (\$)	AAA Excavation, Inc. (\$) Per	TOTAL (\$)	Great Basin Dev. (\$) Per	TOTAL (\$)	Mecham Brothers Inc. (\$) Per	TOTAL (\$)
Bid. Items												
1. F&I 8" PVC	64	LF	50.00	3,200.00	117.00	7,488.00	20.70	1,324.80	46.00	2,944.00	75.00	4,800.00
2. F&I 15" RCP	650	LF	45.50	29,575.00	27.00	17,550.00	44.50	28,925.00	38.00	24,700.00	45.00	29,250.00
3. F&I 18" RCP	550	LF	47.50	26,125.00	31.00	17,050.00	46.18	25,399.00	40.00	22,000.00	55.00	30,250.00
4. Remove exist. SD box	3	EA	500.00	1,500.00	350.00	1,050.00	650.00	1,950.00	310.00	930.00	1,000.00	3,000.00
5. Const. std. hooded inlet box	6	EA	2,000.00	12,000.00	2,100.00	12,600.00	1,652.00	9,912.00	1,753.00	10,518.00	2,500.00	15,000.00
6. Const. std. C/O box w/ MH lid	3	EA	2,193.00	6,579.00	1,850.00	5,550.00	1,861.00	5,583.00	1,956.00	5,868.00	4,000.00	12,000.00
7. Const. std. combo box	6	EA	3,924.00	23,544.00	3,432.00	20,592.00	2,985.00	17,910.00	4,134.00	24,804.00	2,500.00	15,000.00
8. Const. 4' manhole	2	EA	2,700.00	5,400.00	3,400.00	6,800.00	1,602.00	3,204.00	2,479.00	4,958.00	2,200.00	4,400.00
9. R&R 4" SS lateral	5	EA	500.00	2,500.00	400.00	2,000.00	400.00	2,000.00	2,044.00	10,220.00	1,500.00	7,500.00
10. Loop ext. 3/4-1" cul. w/ service	5	EA	700.00	3,500.00	150.00	750.00	437.00	2,185.00	314.00	1,570.00	1,000.00	5,000.00
11. Loop exist. 6-8" cul. water line	1	EA	3,500.00	3,500.00	1,850.00	1,850.00	2,723.00	2,723.00	3,350.00	3,350.00	4,000.00	4,000.00
12. R&R 24" std. C&G	20	LF	50.00	1,000.00	20.00	400.00	25.00	500.00	25.00	500.00	30.00	600.00
13. R&R std. 4' sidewalk	20	LF	45.00	900.00	19.00	380.00	20.00	400.00	25.00	500.00	10.00	200.00
14. R&R curb radius w/handi-cap ramp	8	EA	500.00	4,000.00	2,100.00	16,800.00	800.00	6,400.00	2,061.00	16,488.00	1,000.00	8,000.00
15. Rem. wtrway & asphalt by wtrway	4	EA	1,500.00	6,000.00	375.00	1,500.00	2,000.00	8,000.00	500.00	2,000.00	2,000.00	8,000.00
16. F&I 1" bedding material for pipe	400	Tons	18.00	7,200.00	18.50	7,400.00	22.00	8,800.00	21.50	8,600.00	27.00	10,800.00
17. F&I 3" borrow material for backfill	1200	Tons	1.00	1,200.00	16.50	19,800.00	17.31	20,772.00	18.00	21,600.00	17.00	20,400.00
18. Furnish 3/4-1" roadbase over SD trenches.	500	Tons	16.75	8,375.00	15.50	7,750.00	18.74	9,370.00	18.50	9,250.00	25.00	12,500.00
19. F&P 3/4" asphalt over SD trenches	200	Tons	114.00	22,800.00	115.00	23,000.00	107.00	21,400.00	135.50	27,100.00	100.00	20,000.00
20. Flush and TV new SD lines	1	LS	2,000.00	2,000.00	1,500.00	1,500.00	1,500.00	1,500.00	1,980.00	1,980.00	4,500.00	4,500.00
PROJECT TOTAL				\$170,898.00		171,810.00		\$178,257.80		\$199,880.00		\$215,200.00