



All agenda items
in this packet are
preliminary, until
approved by the
Layton City
Council.

**REGULAR MEETING AGENDA OF THE
CITY COUNCIL OF LAYTON, UTAH**

PUBLIC NOTICE is hereby given that the City Council of Layton, Utah, will hold a regular public meeting in the Council Chambers in the City Center Building, 437 North Wasatch Drive, Layton, Utah, commencing at **7:00 PM on June 17, 2021.**

AGENDA ITEMS:

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

2. MUNICIPAL EVENT ANNOUNCEMENTS:

3. VERBAL PETITIONS AND PRESENTATIONS:

4. CITIZEN COMMENTS:

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

A. Interlocal Cooperation Agreement between Layton City and Davis County for the Sugar Factory Drain Line at 2700 West – Resolution 21-29 – Located along 2700 West from Gentile Street to the West Davis Corridor

B. Adopt and Approve an Agreement with Davis School District for Joint Use of Facilities between Davis School District and Layton City – Resolution 21-31

C. Preliminary Plan – The Alice Townhomes – 571 South Fort Lane

6. PUBLIC HEARINGS:

A. Amendments to Layton City Municipal Code – Title 19, Zoning; Chapter 19.17, Ordinance and Map Amendments; Section 19.17.040, Public Hearings/Land Use Authority Action – Ordinance 21-15

B. Amendments to Layton City Municipal Code, Title 19, Zoning; Chapter 19.16, Landscaping and Fencing; and Chapter 19.13, Design and Development Plan Review for Permitted Uses – Ordinance 21-07

C. Development Agreement Amendment and Rezone Requests – 694 W Antelope Dr. Rezone and 2098 N 700 W Rezone – from B-RP (Business and Research Park) to CP-1 (Planned Neighborhood Commercial) Zone District Areas – Resolution 21-30, Ordinance 21-16, and Ordinance 21-17 - Approximately 694 W Antelope Dr. and 2098 N 700 W

D. Amend the Adopted Budget for Fiscal Year 2020-2021 – Ordinance 21-18

E. Adopt a Tentative Budget, Proposed Property Tax Rate and Schedule of Compensation for Elective, Statutory, and Appointed Officers for Fiscal Year 2021-2022 – Ordinance 21-12

7. UNFINISHED BUSINESS:

ADJOURN:

Notice is hereby given that:

- A Redevelopment Agency (RDA) Meeting will be held at 5:30 PM. A Work Meeting will be held at 5:30 PM to discuss miscellaneous matters.
- This meeting will also be live streamed via laytoncitylive.com and [facebook.com/Laytoncity](https://www.facebook.com/Laytoncity)
Online comments must be submitted via Web Feedback at laytoncity.org/LC/City/Connect
- 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 electronically.
- By motion of the Layton City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed meeting for any of the purposes identified in that chapter.

Date: _____

By: _____
Kimberly S Read, City Recorder

Citizen Comment Guidelines

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

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

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

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

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

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

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

Thank you.

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

Item Number: 5.A.

Subject:

Interlocal Cooperation Agreement between Layton City and Davis County for the Sugar Factory Drain Line at 2700 West – Resolution 21-29 – Located along 2700 West from Gentile Street to the West Davis Corridor

Background:

Resolution 21-29 authorizes the execution of an Interlocal Cooperation Agreement between Layton City (City) and Davis County (County) for the Sugar Factory Drain Line at 2700 West.

The County is responsible for management of the storm and flood waters which flow in Davis County, including the Sugar Factory Drain Line drainage system and sediment pond. The City has surveyed, prepared a design and will install a pipe for said Drain Line from Gentile Street to the southern edge of Layton Parkway right of way (Project).

The City will provide construction management through the course of the Project and will pay for 100% of the actual construction cost. The total construction cost of the project is estimated at \$714,402. The Drain Line will be solely owned, operated, and maintained by the City as part of the Layton City storm drainage facilities.

The County will continue to maintain the drain line south of Layton Parkway right of way, and the sediment basin, until such time that the remaining portion of the Drain Line is piped and the facilities are transferred to Layton City. The County, at its expense, will pipe the Drain Line from the southern edge of the Layton Parkway right of way to the West Davis Corridor.

Alternatives:

Alternatives are to 1) Adopt Resolution 21-29 authorizing the execution of the Interlocal Cooperation Agreement between Layton City and Davis County for the Sugar Factory Drain Line at 2700 West, 2) Adopt Resolution 21-29 with any amendments the Council deems appropriate; or 3) Not Adopt Resolution 21-29 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 21-29, authorizing the Mayor to execute the Interlocal Cooperation Agreement between Layton City and Davis County for the Sugar Factory Drain Line at 2700 West.

RESOLUTION 21-29

A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN LAYTON CITY AND DAVIS COUNTY FOR THE SUGAR FACTORY DRAIN LINE AT 2700 WEST

WHEREAS, Layton City (hereinafter “City”) and Davis County (hereinafter "County") desire to enter into an Interlocal Cooperation Agreement for the Sugar Factory Drain Line at 2700 West (hereinafter “Agreement”); and

WHEREAS, the County is responsible for management of designated drainage systems in Davis County, including the Sugar Factory Drain Line (hereinafter “Drain Line”) drainage system and sediment pond; and

WHEREAS, the City is responsible for floodplain management of storm runoff from properties and facilities in the City, including properties and facilities in the City and near the Drain Line drainage system; and

WHEREAS, the City has surveyed, prepared a design, and will install a pipe for said Drain Line from Gentile Street to the southern edge of Layton Parkway right of way (hereinafter “Project”); and

WHEREAS, the Parties have agreed to the terms and conditions contained in the Agreement; and

WHEREAS, Title 11, Chapter 13, of the Utah Code authorizes governmental entities to enter into interlocal cooperation agreements under the Interlocal Cooperation Act for provision of services; and

WHEREAS, it is deemed to be in the best interest of the citizens of Layton City to adopt and approve the Interlocal Cooperation Agreement between Layton City and Davis County for the Sugar Factory Drain Line at 2700 West.

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

1. That the Interlocal Cooperation Agreement between Layton City and Davis County for the Sugar Factory Drain Line at 2700 West, which is attached hereto and incorporated herein by this reference, be adopted and approved.
2. That the Mayor is authorized to execute the necessary documents.

PASSED AND ADOPTED by the City Council of Layton, Utah, this 17th day of June, 2021.

ATTEST:

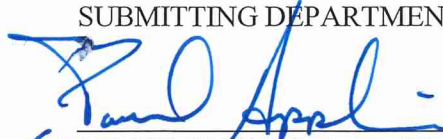
JOY PETRO, Mayor

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

for 
GARY CRANE, City Attorney

SUBMITTING DEPARTMENT:


TERRY COBURN, Public Works Director

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
LAYTON CITY AND DAVIS COUNTY
FOR THE
SUGAR FACTORY DRAIN LINE AT 2700 WEST**

THIS AGREEMENT is between Davis County, a body politic of the State of Utah, (hereinafter “Davis County”) and Layton City, a municipal corporation of the State of Utah, (hereinafter “Layton City”);

WITNESSETH:

WHEREAS, Davis County is responsible for management of designated drainage systems in Davis County, including the Sugar Factory Drain Line (hereinafter “Drain Line”) drainage system and sediment pond; and

WHEREAS, Layton City is responsible for floodplain management of storm runoff from properties and facilities in Layton City, including properties and facilities in Layton City and near the Drain Line drainage system; and

WHEREAS, Layton City has surveyed and prepared a design to pipe said Drain Line from Gentile Street to the southern edge of Layton Parkway right of way; and

WHEREAS, the parties believe that piping the Drain Line is mutually beneficial to the parties and can be accomplished with the construction of 2700 West per mutually agreed upon design flow data; and

WHEREAS, Layton City will survey, design, and install the pipe for the Drain Line from Gentile Street to the southern edge of the Layton Parkway right of way (hereinafter “Project”); and

WHEREAS, Layton City has advertised, received bids, and selected a contractor for the Project in accordance with all applicable laws; and

WHEREAS, Layton City and Davis County are authorized to enter into agreements by virtue of the Interlocal Cooperation Act contained in Title 11, Chapter 13 *Utah Code Annotated*, 1953 as amended.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

1. Layton City Obligations. Layton City will provide construction management through the course of the Project. Layton City will pay for 100% of the actual construction costs of the Project, including all costs associated with piping the Drain Line within 2700 West from Gentile Street to the southern edge of the Layton Parkway right of way. The construction costs for the Project are estimated at \$714,402.00.

2. Davis County Obligations.

A. Davis County will continue to maintain the Drain Line south of Layton Parkway right of way, and the sediment basin, until such time that the remaining portion of Drain Line is piped and the facilities are transferred to Layton City. Davis County at its expense will pipe the Drain Line from the southern edge of the Layton Parkway right of way to the West Davis Corridor. The location of the piped system is to be coordinated with Layton City. Construction of the remaining Drain Line piping is to meet all Layton City construction and material standards.

B. After the piping of the remaining Drain Line is completed by Davis County, Davis County shall transfer ownership of the facility to Layton City, after which Layton City will own, operate, and maintain the pipe as part of its storm drainage facilities.

C. Upon the completion of the piping, Davis County shall transfer its interest in the drainage easement with The Nature Conservancy, as set forth in the Drainage Easement filed with the Davis County Recorder on August 24, 2001, Book number 2872, Page number 1123.

3. Ownership and Maintenance. The new Drain Line pipe within the Project will be solely owned, operated, and maintained by Layton City as part of its storm drainage facilities. Layton City will maintain all new City street improvements located at or near the Project.

4. Term. This Agreement will commence on the date specified by the parties' legislative bodies in their resolutions approving this Agreement and shall continue in effect for a period of 50 years. In no event shall the term of this Agreement exceed 50 years.

5. Termination. Either party may terminate this Agreement prior to the completion of the term by any of the following actions:

A. The mutual written agreement of the parties; or

B. After any material breach of this Agreement; 15 days after the non-breaching party sends a demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the 15 days, if the nature of the cure is such that it reasonably requires more than 15 days to cure the breach, and the breaching party commences the cure within the 15 day period and thereafter continuously and diligently pursues the cure to completion; and after the notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement; or

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

6. Notices. All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

<u>Davis County</u> Davis County Attn: Public Works Director PO Box 618 Farmington, UT 84025	<u>Layton City</u> Layton City Attn: Legal Department 437 N. Wasatch Drive Layton, Utah 84041
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7. Entire Agreement. This Agreement shall constitute the entire agreement between the parties. Any prior communication or representations regarding the subject matter hereof shall not be binding upon either party.

8. Amendments. This Agreement may be changed, modified or amended only by written agreement of the parties.

9. Transfer, Assignment or Delegation of Rights. The rights, duties, powers and obligations enumerated in this Agreement may not be transferred, assigned or delegated without the consent of the other party.

10. Indemnification. Davis County and Layton City shall each be responsible for conducting their respective activities provided for and contemplated herein. Each party agrees to indemnify and hold the other party harmless for any claim, injury, or damage arising out of or connected with the actions or omissions of the party in connection with any activity contemplated by this Agreement.

11. No Separate Entity Created. No separate legal entity is created by this Agreement.

12. Approval. This Agreement shall be submitted to the authorized attorney for each party for review and approval as to form in accordance with applicable provisions of Section 11-13202.5, Utah Code Annotated. This Agreement shall be authorized and approved by resolution of the legislative body of each party in accordance with Section 11-13-202.5, Utah Code Annotated, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party in accordance with Section 11-13-209, Utah Code Annotated.

13. Waiver. No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver.

14. Severability. The parties acknowledge that if a dispute between the parties arises out of this Agreement or the subject matter of this Agreement, the parties desire the court to interpret this Agreement as follows:

A. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and

B. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the Agreement will remain in effect as written.

15. Counterparts, Digital Signatures, and Electronically Transmitted Signatures. If the parties sign this Agreement in counterparts, each will be deemed an original but all counterparts together will constitute one agreement. If the parties digitally sign this Agreement or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

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

DAVIS COUNTY

Bob J Stevenson, Chairman
Board of County Commissioners
Dated: _____

ATTEST:

Curtis Koch
Davis County Clerk/Auditor

Approved as to Form:

Davis County Attorney's Office

LAYTON CITY

Joy Petro, Mayor
Dated: _____

ATTEST:

Kimberly S Read, City Recorder

Approved as to Form:



Layton City Attorney's Office

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

Item Number: 5.B.

Subject:

Adopt and Approve an Agreement with Davis School District for Joint Use of Facilities between Davis School District and Layton City – Resolution 21-31

Background:

Resolution 21-31 authorizes the execution of a Master Interlocal Agreement for Joint Use of Facilities between Davis School District and Layton City. The existing Master Interlocal Agreement between the Parties expired March 2019. This Agreement shall supersede and replace prior agreements entered into by the Parties. This Agreement does not supersede or replace the agreement entered into by the Parties for use of the Amory at Central Davis Junior High, the Central Davis Gym, and the Legacy Junior High Gym.

Alternatives:

Alternatives are to 1) Adopt Resolution 21-31 authorizing the City Manager to conduct negotiations and execute the Master Interlocal Agreement for Joint Use of Facilities between Davis School District and Layton City; 2) Adopt Resolution 21-31 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 21-31 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 21-31 authorizing the execution of a Master Interlocal Agreement for Joint Use of Facilities between Davis School District and Layton City.

RESOLUTION 21-31

ADOPTING AND APPROVING AN AGREEMENT WITH DAVIS SCHOOL DISTRICT FOR JOINT USE OF FACILITIES BETWEEN DAVIS SCHOOL DISTRICT AND LAYTON CITY

WHEREAS, Layton City and Davis School District have had a long, successful history of cooperative use of facilities; and

WHEREAS, the Parties have determined that this cooperation increases the number and scope of facilities available for the student body as well as additional and needed recreation facilities for Layton's residents; and

WHEREAS, the Parties have established a method for, and have documented that this joint use of facilities is balanced and fair for both parties; and

WHEREAS, the Parties agree that cooperative use of such facilities provides for an economical method of establishing a higher level of service to our respective participants, and demonstrating a fiscal responsibility to the residents; and

WHEREAS, the Parties desire to enter into an agreement setting forth the respective responsibilities for cooperative use of facilities.

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

1. That the City is hereby authorized to enter into the Master Interlocal Agreement for Joint Use of Facilities Between Davis School District and Layton City (herein the "Agreement") which is attached hereto and incorporated herein by this reference.
2. That the City Manager is authorized to execute the Agreement and any other documents necessary in furtherance of this Resolution.

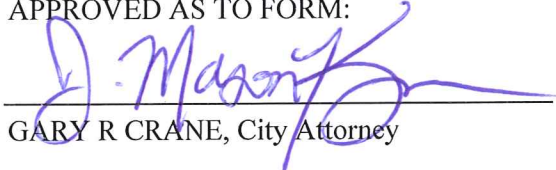
PASSED AND ADOPTED by the City Council of Layton, Utah, this 17th day of June, 2021.

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

for 

GARY R CRANE, City Attorney



DAVID R PRICE, Parks & Recreation Director

MASTER INTERLOCAL AGREEMENT
FOR JOINT USE OF FACILITIES
BETWEEN DAVIS SCHOOL DISTRICT AND LAYTON CITY

This Agreement is made and entered into this ____ day of _____, _____, by and between the Board of Education of Davis School District (the "School District"), having its principal offices at 45 East State Street, Farmington City, Davis County, State of Utah, and Layton City (the "City"), having its principal offices at 437 North Wasatch Drive, Layton City, Davis County, State of Utah as follows:

I. The School District is a school district organized and existing pursuant to and in accordance with the Constitution and statutory laws of the State of Utah.

II. The City is a municipal organization organized and existing pursuant to and in accordance with the Constitution and statutory laws of the State of Utah.

III. The School District owns certain schools pertinent to the Agreement which are located within the City, together with accompanying playgrounds, athletic fields, and gymnasium facilities ("School Facilities").

IV. The City owns certain public parks and recreation facilities pertinent to the Agreement which are located within the City ("City Facilities").

V. The School District has need to use the City Facilities in conjunction with school activities.

VI. The City has need to use the School Facilities in connection with the City's recreation programs and other public purposes.

VII. The City and School District have previously entered into Interlocal Agreements regarding development and utilization of one another's facilities.

VIII. The City and the School District are desirous of entering into this Interlocal Cooperation Agreement, pursuant to the provisions of the Utah Interlocal Cooperation act, as set forth in *Utah Code Ann.* §§ 11-13-101, *et seq.*, for their mutual benefit and for the further purpose of more fully developing and utilizing public facilities, thereby reducing costs and expenses to the taxpayers of both the City and the School District.

IX. The City and the School District hereby find that this Agreement is in the best interest of the public and will efficiently and economically provide for the use of City Facilities for School District purposes and activities, and the use of School Facilities for City purposes and activities.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions as hereinafter set forth, the School District and the City hereby agree as follows:

1. DURATION OF AGREEMENT

This Agreement shall continue and remain in full force and effect for an Initial Term of fifty (50) years unless terminated by the mutual consent of both Parties or terminated in accordance with the termination provision contained herein. Furthermore, at the expiry of the Initial Term or any subsequent renewed term, this Agreement shall automatically renew for a further term of 12 months on the same terms and conditions as contained in this Agreement, unless terminated by the mutual consent of both Parties or terminated in accordance with the termination provision contained herein. Additionally, the Parties may meet at the written request of either Party to conduct a review as outlined in Section 8.

2. PRIOR AGREEMENTS

This Agreement shall supersede and replace the following prior Agreements entered into by the Parties regarding the development and use of each other's gymnasiums, parks, and recreational facilities:

- *Contract for Sale and Purchase of Real Property, dated June 28, 1968*
- *Addendum to Contract, dated June 30, 1968 & February 17, 1969*
- *Mutual Development Agreement, dated March 28, 1972*
- *Interlocal Cooperation Agreement, dated January 5, 1993*
- *Master Interlocal Agreement for Joint Use of Facilities, dated March 5, 2009*

This Agreement shall not supersede or replace the Agreement entered into by the Parties September 17, 1996 regarding use of the Armory at Central Davis Junior High, archived as No. C96-45 in the Layton City Recorder's office.

This Agreement shall not supersede or replace the Agreement entered into by the Parties April 19, 2001 (and Addendum dated October 4, 2001) regarding the joint development and use of the Central Davis Gym, both archived as No. C01-24 in the Layton City Recorder's office.

This Agreement shall not supersede or replace the Agreement entered into by the Parties November 4, 2008 regarding the joint development and use of the gymnasium, play fields, and adjacent park property attendant to the junior high designated "No. 15" located at the intersection of West Hill Field Road and 3200 West, a.k.a. Legacy Junior High, archived as No. C08-92 in the Layton City Recorder's office.

3. NO SEPARATE ENTITY

This Agreement shall not create any separate legal or administrative entity for the purpose of implementing or administering the terms and conditions of this Agreement.

4. PURPOSE

The purpose of this Agreement is to provide a legal means for the Parties to jointly use each other's facilities and provide a structure to govern how each Party is compensated for use of the facilities thereby benefitting the students and patrons of the School District and the residents and inhabitants of the City and reducing costs and expenses to all taxpayers within the School District and the City.

5. IMPROVEMENTS

Neither Party shall be required to install any improvements under the terms of this Agreement unless specifically agreed to in writing by the Parties in an Addendum to this Agreement.

6. SCHOOL DISTRICT USE OF CITY PROPERTY AND FACILITIES

The City's programs and activities shall have priority for use of all City Facilities. The School District shall have the right to use City Facilities (not otherwise governed by a separate agreement) in connection with school activities provided such use does not interfere with the City's recreation or other programs.

During such periods of use, the School District shall be responsible for payment to the City of such sums as are sufficient to reimburse the City for all direct additional costs resulting from such use including but not limited to field maintenance, utilities, building and other supervision, and custodial services.

7. CITY USE OF SCHOOL DISTRICT PROPERTY AND FACILITIES

The School District's programs and activities shall have priority for use of all School Facilities. The City shall have the right to use School Facilities (not otherwise governed by a separate agreement) in connection with City activities provided such use does not interfere with the School District's programs.

During such periods of use, the City shall be responsible for payment to the School District of such sums as are sufficient to reimburse the School District for all direct additional costs resulting from such use including but not limited to field maintenance, utilities, building and other supervision, and custodial services.

8. RECIPROCAL USE

It is the preference of both Parties that compensation for use of facilities be in the form of reciprocal use of the other Party's facilities. The City's Parks and Recreation Director or his/her designee and the School District's Facilities Director or his/her designee may work out reciprocal arrangements for use of City Facilities and School District Facilities on an approximately equal cost basis, which may be reviewed at the written request of either Party. The reciprocal use of City Facilities and School Facilities will be valued by each entity on a

direct additional cost basis so that the actual expense each incurs is covered and does not require a subsidy from the operating budget of either entity.

9. MAINTENANCE AND EXPENSES

The School District and City each shall be responsible for the ordinary and normal maintenance and repairs of their respective Facilities unless otherwise indicated in this Agreement. The School District and the City shall each be required to use the Facilities of the other in a careful and prudent manner and each shall be required to pay the other Party for any damages caused to the Facilities of the other during the assigned use period in accordance with the provisions of Section 10.

10. DAMAGE, REPAIRS

Any repairs necessary due to damage caused by or in connection with a Party's exclusive use of the facility will be paid for by the Party that had possession of the exclusive use of the facility at the time the damage occurred.

11. LIABILITY AND INDEMNIFICATION

The School District and the City shall each be responsible for conducting their respective activities provided for and contemplated herein, and each waives all claims and recourse against the other in connection with any claim arising out of or connected with the conduct of any of the activities contemplated by this Agreement, including the right to contribution for loss or damage by reason of injury to persons or damages to property arising out of or in any way connected with or incident to the activity of such Party as contemplated by this Agreement. Furthermore, each Party agrees to indemnify and hold the other Party harmless for any claim, injury, or damage arising out of or connected with the actions or omissions of such other Party in connection with any activity contemplated by this Agreement. Each Party agrees to maintain public liability and property damage insurance coverage during the term of this Agreement with coverage in an amount not less than \$1,000,000 per occurrence with a \$3,000,000 aggregate, or the equivalent (e.g., coverage through the Utah Risk Management Agency). And any additional amount or annual increases which may be required by Utah's Governmental Immunity Act or other legislative action.

12. COORDINATING USE AT CITY AND SCHOOL DISTRICT FACILITIES

Scheduling of use of the School District facilities by the City shall be done on an annual basis by the City Parks and Recreation Director or his/her designee and the principal of the school for which use is intended or his/her designee. Should a need for use of School Facilities arise outside of the annual scheduling, City officials must make such arrangements with the respective school principal or his/her designee.

Scheduling of use of the City facilities by the School District shall be done by the principal or School District official making contact with the City Parks and Recreation Director or his/her designee to schedule such use.

13. TERMINATION PROVISIONS

This Agreement may be terminated at any time by either Party giving written notice to the other Party of its intent to terminate this Agreement, which notice shall be given not less than ninety (90) days prior to termination.

14. ASSIGNMENT

Neither Party hereto may assign this Agreement or any interest therein without first obtaining the written consent of the other Party. Any attempt to assign any right or privilege connected with this Agreement without the prior written consent of the other Party shall be void.

15. APPROVAL BY RESOLUTION

This Agreement shall not be effective until approved by Resolution of the governing body of each Party and filing of duplicate originals with the official keeper of records of each Party.

16. ENTIRE AGREEMENT

The Parties hereto agree that this document contains the entire agreement and understanding between the Parties and constitutes their entire agreement and supersedes any and all oral representations and agreements made by either Party prior to the date hereof and is binding upon the successors of the respective Parties.

17. APPROVAL OF AGREEMENT BY AUTHORIZED ATTORNEY

As required by *Utah Code Ann.* § 11-13-202.5, prior to and as a condition precedent to this Agreement's entry into force, it shall be approved by the legislative body of each public entity and submitted to an authorized attorney who shall approve the Agreement upon finding that it is in proper form and compatible with the laws of the State of Utah.

18. DISPUTE RESOLUTION

The Parties agree to make good faith efforts in resolving any dispute arising out of or in relation to this Agreement. As required by *Utah Code Ann.* §11-13-207, and assist in the resolution of any disputes between the Parties regarding this Agreement, the City Parks and Recreation Director or his/her designee, a representative from the City Administration, the respective School Principal, and a representative from the District Administration shall constitute a joint board responsible for the administration of this Agreement.

Except as provided for in Section 11, each Party shall bear its own costs, expenses, and/or fees incurred in connection with the negotiation of this Agreement, the performance of such Party's duties and obligations hereunder, or litigation arising from this Agreement.

19. PRIVILEGES AND IMMUNITY

Officers and employees performing services pursuant to this Agreement shall be deemed to be officers and employees of the Party employing their services even if performing functions outside of the territorial limits of such Party and shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act. Nothing herein shall be construed to waive any of the privileges and immunities available to either Party under the Governmental Immunity Act as set forth in *Utah Code Ann.* § 63G-7-101, *et seq.*, as amended.

IN WITNESS WHEREOF, the Parties hereto have signed this Interlocal Cooperation Agreement the day and year first above written, pursuant to authority granted by Resolution duly passed and adopted by the District and the City.

BOARD OF EDUCATION OF
DAVIS SCHOOL DISTRICT

LAYTON CITY
A MUNICIPAL CORPORATION

President
John Robison

Mayor
Joy Petro

ATTEST:

ATTEST:


Business Administrator
Craig Carter

City Recorder
Kim Read

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Legal Counsel
Benjamin Onofrio


for Legal Counsel
Gary Crane

 6.10.21
Parks & Recreation Director Date

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

Item Number: 5.C.

Subject:

Preliminary Plan – The Alice Townhomes – 571 South Fort Lane

Background:

The applicant, Walker Wood representing C.W. Urban, is requesting preliminary plan approval to develop 1.45 acres of property zoned Condo-Townhouse (C-TH).

On February 18, 2021, the City Council approved the rezone of 1.45 acres from C-H (Planned Highway Commercial) and R-1-8 (Single Family Residential) to C-TH (Condominium/Townhouse). The property had a single-family home, which was recently removed from the site for the proposed development. C-TH zoning allows the property to be developed with townhomes adjacent to existing single-family residential, townhomes and commercial uses.

The preliminary plan proposes 22 attached townhouse units, designed with five units for two of the buildings and six units for the other two buildings. The remaining property will be common area with open space and landscaping amenities, a private street and visitor parking.

The applicant met with the Design Review Committee (DRC) to review the design of the site and building plans and elevations. The Committee has provided a number of recommendations for the City Council.

Alternatives:

Alternatives are to 1) Approve the preliminary plan for The Alice Townhomes; or 2) Approve the preliminary plan for The Alice Townhomes with modifications consistent with Layton Municipal Code; or 3) Not approve the preliminary plan for The Alice Townhomes.

Recommendation:

On May 25, 2021, the Planning Commission voted unanimously to forward a positive recommendation to the City Council to approve the preliminary plan for the The Alice Townhomes subject to meeting all DRC recommendations and City requirements as outlined in Staff memorandums to the developer.

Staff supports the Planning Commission's recommendation.



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

Staff Report

To: City Council

From: Kem Weaver, Planner II

A handwritten signature in blue ink, appearing to read "Kem Weaver", is written over a horizontal line.

Date: June 17, 2021

Re: The Alice Townhomes Preliminary Plan

Location: 571 South Fort Lane

Zoning: C-TH (Condo-Townhouse)

Description:

The applicant, Walker Wood representing C.W. Urban, is requesting preliminary plan approval for property that contains 1.45 acres in the Condo-Townhouse (C-TH) zone. Surrounding properties to the north, east, and south are zoned R-1-8, with single family homes to the north and east (in the Rosewood Subdivision), and a group home for teens to the south. Properties to the west across Fort Lane are zoned as MU (Mixed-Use) with a mix of vacant land, single family residential, and commercial uses. Further south at the intersection of Main Street and Fort Lane are commercial properties with C-H zoning.

Background:

On February 18, 2021, the City Council approved the rezone of 1.45 acres from C-H (Planned Highway Commercial) and R-1-8 (Single Family Residential) to C-TH (Condominium/Townhouse). The property had a single-family home, which was recently removed from the site for the proposed new development.

The preliminary plan is proposing 22 attached townhouse units, designed with five units in two buildings and six units in the other two buildings. The remaining property will be common area with open space and landscaping amenities, a private street and visitor parking.

The proposed development under the C-TH zone provides infill townhome housing that is compatible with surrounding land uses, and consistent with the General Plan land use recommendation of Mixed-Use Corridor for this location. The proposed development would provide an appropriate land use transition from the intensity of Fort Lane as an arterial street to the adjacent single-family homes in the adjacent Rosewood Subdivision.

Density:

The proposed density for the site is 15.2 units per acre. The C-TH ordinance allows for a maximum 16 units per acre with townhomes that are generally oriented to a street or open space areas with rear-loaded garage access.

Design Review Committee (DRC):

The applicant met with the City appointed Design Review Committee (DRC) to review the architectural concepts of the townhomes and the landscape/open space plans.

The DRC provided the following recommendations to the applicant, Planning Commission and City Council.

- Provide details of the playground area. Consider moving the playground area from between the buildings to a larger open space area.
- Use foundation plantings against the buildings where turf grass is being proposed.
- Shift the walkways further away from the existing trees on the property.
- Consider converting grass to landscape beds in areas along the east property line.
- Provide a white thick trim along eaves of the buildings and as material transitions.
- Use brick around garage openings instead of stucco, to prevent external corner wall damage.
- Break up the exterior stucco walls of the buildings with jointing between units.
- Dumpster enclosure needs to match the architecture of the buildings in materials.

The applicant has incorporated these recommendations as part of their recent plan submittal.

Landscaping/Open Space:

The applicant is proposing 66 percent open space and landscaping as shown on the attached landscape plan. A number of the large existing trees along the north and south sides of the parcel and along the Fort Lane frontage will remain and be incorporated with the development's newer landscaping.

The development will incorporate a number of amenities for the residents. Playground equipment is planned for the center of the development either between buildings or closer to the south property line. Three picnic areas are proposed for the center of the development. Pedestrian sidewalks provide access to all aspects of the open space areas from the townhome units.

Architecture/Building Design:

The townhomes are proposed as three-stories with rear loaded garages to be accessed by a private street that runs down the center of the development. Each townhouse structure is designed to incorporate masonry materials for the exterior of the buildings. The front of the units will access to open/green space areas.



The exterior elevation design will incorporate hardy board materials, stucco and brick veneer. The townhome buildings are designed with alternating roof types for the gables over the windows. Along with the alternating of the gables, the exterior materials will vary between stucco and hardy board. This will assist in breaking up the rooflines and the exterior walls of the townhome units to avoid repetition across the façade of the units. The brick veneer will frame the first floor of the units, and provide brick adjacent to the garage doors as recommended by the DRC.

The pitched roof will transition to a flat roof that cannot be seen from the streets or open space. The purpose for the flat roof is to provide an area for the HVAC equipment. A parapet wall on the alley side of the units will assist in screening the HVAC equipment from surrounding views.

Planning Commission Recommendation:

On May 25, 2021, the Planning Commission voted unanimously to approve a landscape buffer modification request from 20 feet to 10 feet along the rear property boundary, and to forward a positive recommendation to the City Council to approve the preliminary plan for The Alice Townhomes subject to meeting all DRC recommendations and City requirements as outlined in Staff memorandums to the developer.

Staff supports the recommendation of the Planning Commission.



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

MEMORANDUM

TO: Planning Commission/City Council

CC: CED Department

FROM: Elizabeth Felix, Staff Engineer

DATE: May 18, 2021

SUBJECT: The Alice Subdivision
571 S Fort Lane

I have reviewed the plans submitted on April 6, 2021 and received in Engineering on April 7, 2021 for the proposed The Alice Subdivision located at 571 S Fort Lane. The Engineering Department recommends the approval of the development. The Engineering Department has found that the development plans meet the requirements as set forth in the Municipal Code and Engineering Standards and Design Guidelines.




Community • Prosperity • Choice

Mayor * Joy Petro
City Manager * Alex R. Jensen

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

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

MEMORANDUM

TO: Community Development
FROM: Cole Fessler, Deputy Fire Marshal 
RE: The Alice Subdivision @ 571 S Fort Lane
CC: 1) Engineering
2) Walker Wood, walker@builtbycw.com
3) Ryan Kitchen, ryan@pepg.net
DATE: April 20, 2021

I have reviewed the site plan submitted on April 6, 2021 for the above referenced project. The Fire Prevention Division of this department has the following comments/concerns.

1. On Sheet C3.0 each unit of the buildings is showing an individual Fire Line this is not needed and needs to be removed. The flush hydrant needs to be a working fire hydrant.
2. Existing fire hydrants need to be marked on the plan set.



3. All fire apparatus access roads shall be a minimum all-weather, drivable and maintainable surface capable of supporting 75,000 pounds. There shall be a minimum clear and unobstructed width of not less than 26 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches. Dead-end roads created in excess of 150 feet in length shall be provided with an approved turn-around.

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

CF#1 subdivision site plan:sh
Plan #S21-062 District #31
Project Tracker #LAY2101293085
ERS #12079



Memorandum

To: Walker Wood; PEPG – Ryan Kitchen
CC: Community Development, Fire, & Engineering
From: JoEllen Grandy, Parks Planner – Parks & Recreation
Date: April 9, 2021
Re: The Alice Subdivision, Preliminary Approval II – 571 S. Fort Ln.

The Alice Subdivision located at 571 South Fort Lane is within the existing neighborhood park service area of Chapel Park.

The Parks & Recreation Department has reviewed the plans re-submitted on April 6th and has no other comments or concerns regarding The Alice Subdivision preliminary plans.

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



The Alice Townhomes

Preliminary Plan

571 South Fort Lane

Acres: 1.45

Legend



City Boundary



Rail Lines



APZ



Interstate 15



Lakes



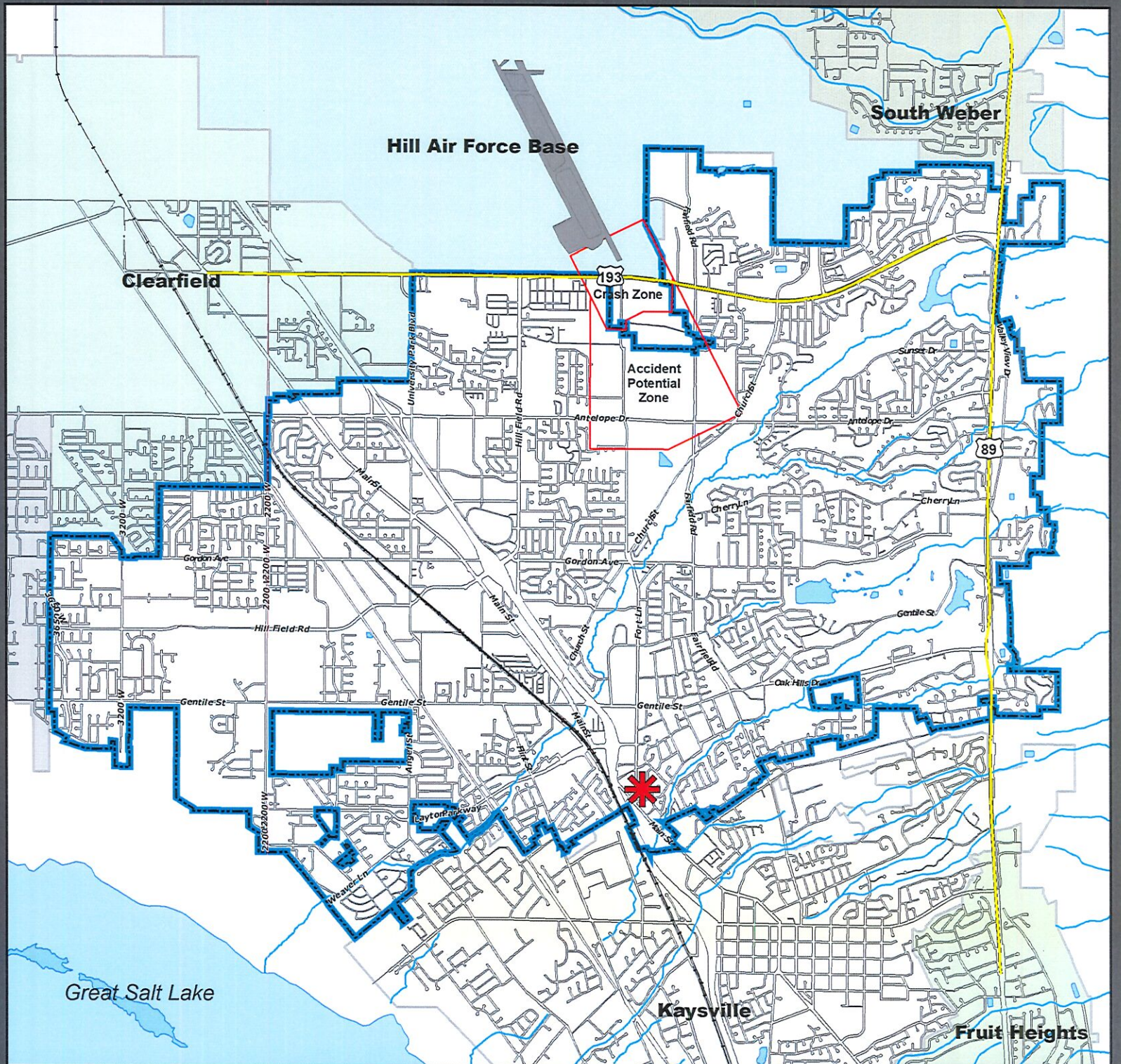
Streams



Project Site



Map 1





The Alice Townhomes

Preliminary Plan

571 S. Fort Lane

Acres: 1.45

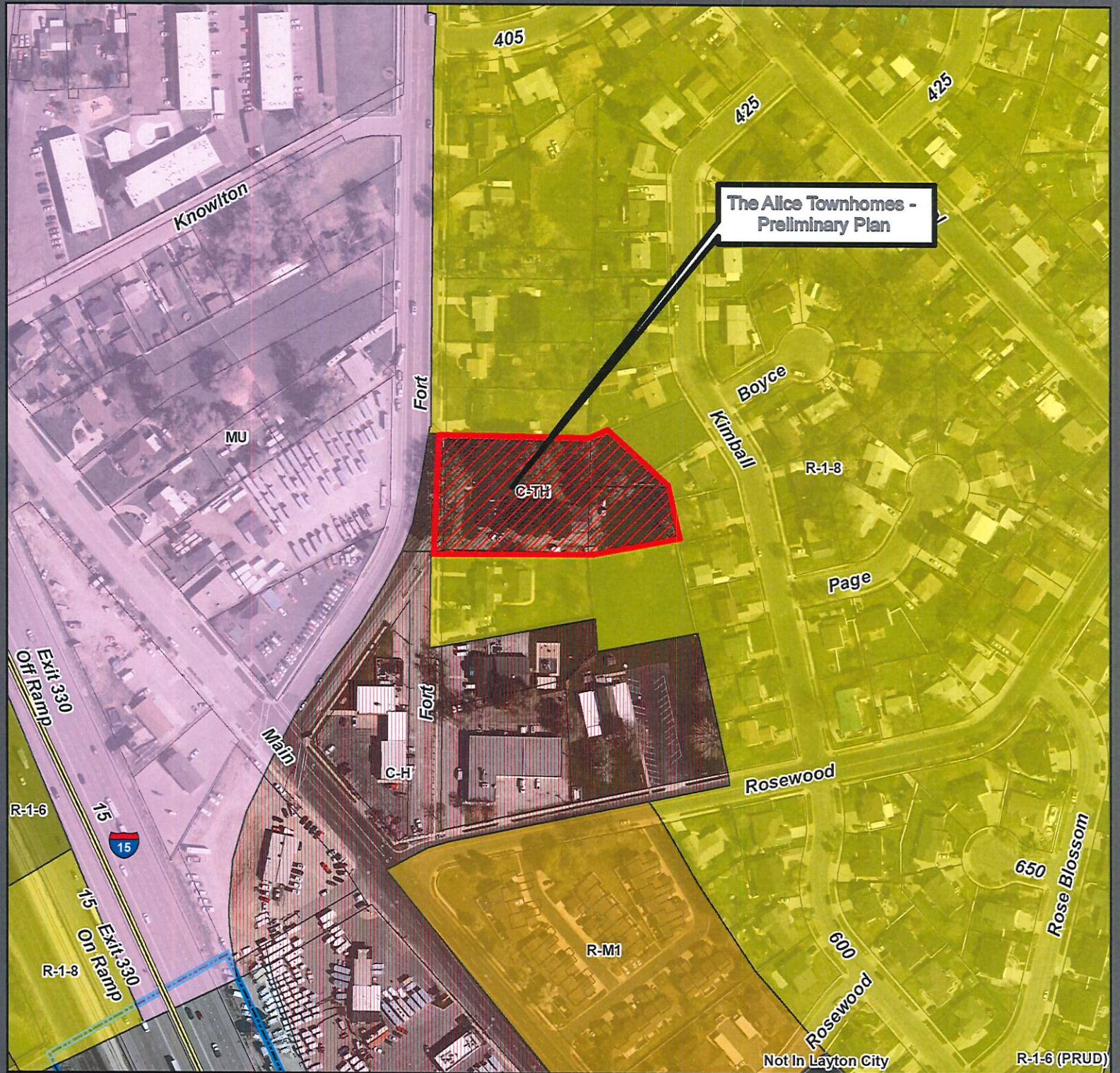
Legend

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

- Project Area

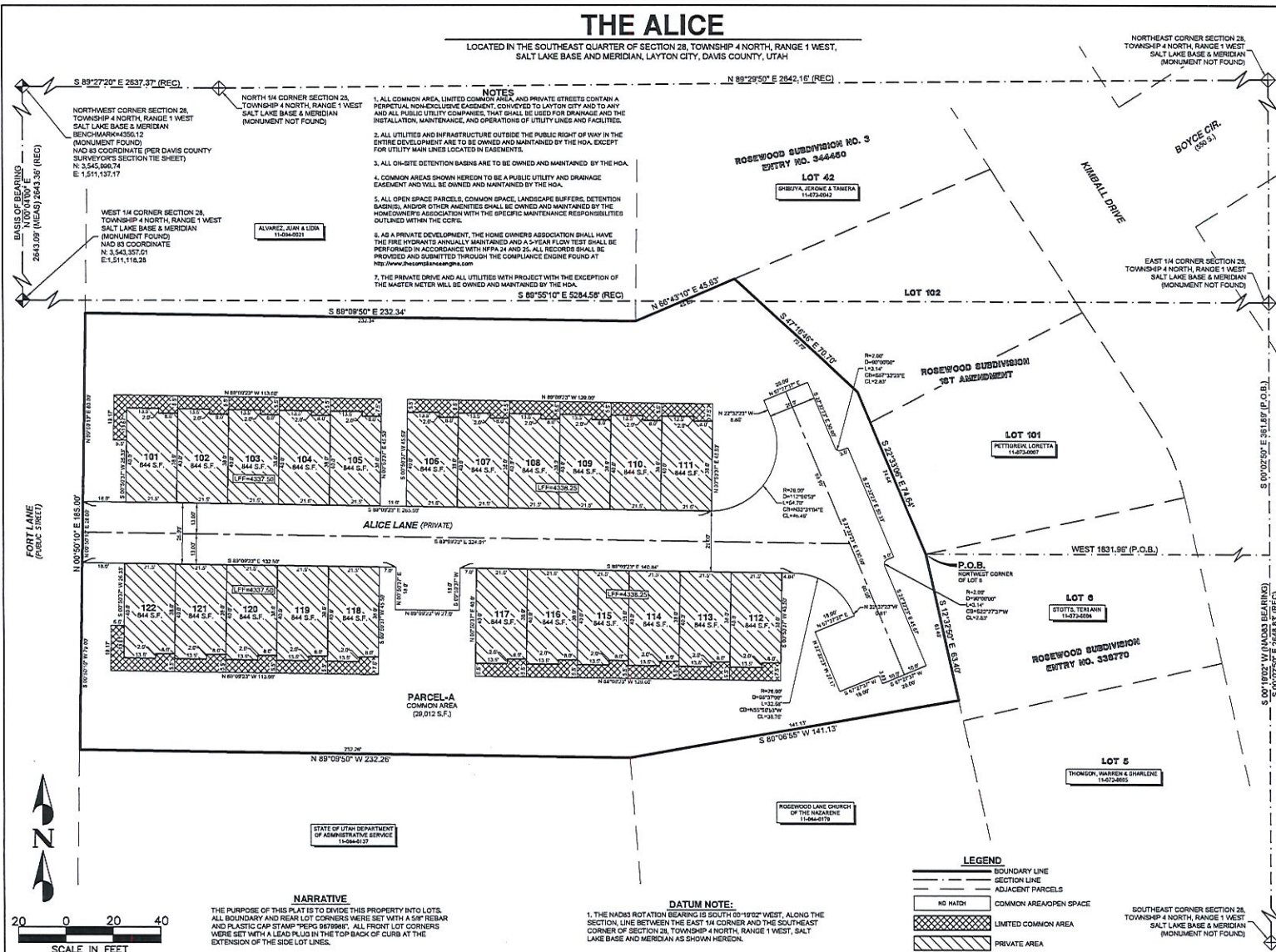


Map 2



THE ALICE

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, LAYTON CITY, DAVIS COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, Robert Law, do hereby certify that I am a Professional Land Surveyor and that I hold Certificate No. 967998 as provided under the laws of the State of Utah in accordance with Title 56, Chapter 25, Professional Land Surveying Licensing Act. I further certify by authority of this power, I have made a survey of the tract of land shown on this plat and described below in accordance with Section 17-2-17 and I have verified all measurements and have placed monuments as represented on this plat, and the plat is TRUE, ACCURATE in Layton City, Davis County, Utah, has been drawn correctly in the designated scale and in a true and correct representation of the items described herein and all subdivisions, based on data supplied from records in the Davis County Recorder's Office and from and survey made by me on the ground. I further certify that the requirements of all applicable statutes and ordinances of Layton City, Davis County, concerning zoning requirements regarding lot measurements, have been complied with.

BOUNDARY DESCRIPTION

Beginning at the Northwest Corner of Lot 6 of the Rosewood Subdivision, Entry No. 338776 as recorded in the Davis County Recorder's office, said point being South 09°25'00" East, (NAD83 Bearing in South 07°19'25" West), along the section line, 351.89 feet and West, 183.96 feet from the East Quarter corner of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and East Quarter corner being South 09°53'10" East, 528.58 feet from the West Quarter corner of said Section 28, thence of bearing to North 09°00'00" East between the West Quarter Corner and Northwest Corner of said Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running thence South 17°12'50" East, along the westerly boundary line of said Rosewood Subdivision, 63.40 feet, thence South 89°25'00" West, 141.13 feet, thence North 89°25'00" West, 232.25 feet to a point on the easterly right-of-way line of Fort Lane, thence North 07°59'10" East, along and westerly right-of-way line, 185.00 feet, thence South 89°25'00" East, 232.34 feet more or less to a point on the Rosewood Subdivision No. 3 boundary line, Entry No. 344450 as recorded in the Davis County Recorder's office, thence North 60°43'10" East, along the boundary line of said Rosewood Subdivision No. 3, 45.63 feet, thence South 47°16'40" East, 70.70 feet, thence South 22°33'00" East, 14.64 feet to the point of beginning.

Contains 1.45 Acres (or 63,191 sq. ft.)



OWNERS DEDICATION

I, the undersigned, do hereby dedicate to the public utility and drainage easements shown on this plat and name said plat THE ALICE, and do hereby dedicate to Layton City, Utah and all Public Utility Companies, a perpetual non-exclusive easement over the public utility and drainage easements shown hereon, the same to be used for the installation, maintenance, and operation of public utility service lines and drainage, and those proceeds designated as public open space, parks, trail or easements, or of similar designation.

The undersigned hereby certifies that this subdivision has met all requirements of Layton City Ordinances in witness whereof, I have hereunto set my hand this _____ day of _____, 20____.

CW The Lane, LLC.
 By: _____
 Print Name: _____
 Its: _____

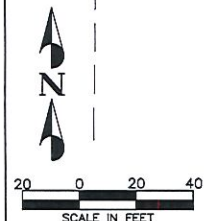
NOTARY ACKNOWLEDGEMENT

State of Utah } S.S.
 County of Davis }
 On this _____ day of _____, in the year 20____, personally appeared before me, the undersigned notary public, _____, being by his daily name, acknowledged to me that she is the manager of CW The Lane, LLC and that she signed the above Owners Dedication freely, voluntarily, and in behalf of said CW The Lane, LLC for the purposes therein mentioned.

Commission Number _____
 My Commission Expires _____
 Print Name _____
 A Notary Public Commissioned in Utah

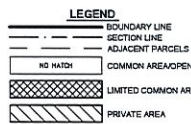
THE ALICE

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, LAYTON CITY, DAVIS COUNTY, UTAH



NARRATIVE

THE PURPOSE OF THIS PLAT IS TO DIVIDE THIS PROPERTY INTO LOTS. ALL BOUNDARY AND REAR LOT CORNERS WERE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMP "PEPG 067898". ALL FRONT LOT CORNERS WERE SET WITH A LEAD PLUG IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.



PREPARED BY:

PEPG CONSULTING

3270 QUINN WEST • SANDY, UT 84070
 PHONE: (801) 562-2521 • FAX: (801) 562-2521

DATE: MAY 26, 2021 FILE: s\10257_2016\pepg067898.dwg

RECORDER # _____
 STATE OF UTAH, COUNTY OF DAVIS, RECORDED AND FILED AT THE REQUEST OF _____
 DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
 FEE PAID _____ DAVIS COUNTY RECORDER

	 <p>LIGHT GREY STUCCO (exact color TBD)</p>	 <p>BRICK (exact color and pattern TBD)</p>	 <p>C4 View from Fort Lane Looking SE</p>
	 <p>DARK GREY STUCCO (exact color TBD)</p>	 <p>PAINTED FIBER CEMENT LAP SIDING (WHITE TRIM) (exact color TBD)</p>	 <p>B4 View from Fort Lane looking NE</p>
		 <p>PAINTED FIBER CEMENT LAP SIDING (WHITE TRIM) (exact color TBD)</p>	 <p>A4 View from interior looking NW</p>



DESIGN PROFESSIONAL SEAL AND PROFESSIONAL MEDIANCY
 OFFICE: 571 SOUTH FORT LANE, SUITE 100, LAYTON, UT 84041
 P.O. BOX 10000, LAYTON, UT 84041

C.W.
URBAN

THE DESIGN PROFESSIONAL SEAL AND PROFESSIONAL MEDIANCY
 IS NOT A GUARANTEE, WARRANTY, OR ENDORSEMENT OF THE QUALITY
 OF THE WORK OR THE RESULTS THEREOF. THE DESIGN PROFESSIONAL
 SEAL AND PROFESSIONAL MEDIANCY IS NOT A GUARANTEE OF THE
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 PROFESSIONAL SEAL AND PROFESSIONAL MEDIANCY IS NOT A
 GUARANTEE OF THE QUALITY OF THE WORK OR THE RESULTS THEREOF.

PROJECT
the Alice
 571 South Fort Lane
 Layton, UT 84041

REVISIONS:

TITLE:
**Perspectives &
 Materials**

SHEET:
A002

ISSUE DATE: 01/26/2021

Schematic Design



C1 BUILDING 1 & 3



A1 BUILDING 1 & 3

GENERAL NOTES

- A. PROVIDE AN ADDRESS ON THE BUILDING WHICH IS ASSIGNED BY THE CITY ENGINEERING DEPARTMENT. IN THE SPACE IS SUBDIVIDED THEN THE UNIT NUMBER OR LETTER SHALL BE PLACED ON OR NEAR THE ENTRANCE OF THE UNIT. THESE NUMBERS AND LETTERS SHALL BE VISIBLE FROM THE STREET AND BE A MINIMUM 1/8 INCH HIGH AND A STROKE OF 1/32 INCH. ADDRESS NUMBERS SHALL BE ARABIC NUMBERS OR ALPHABETICAL LETTERS. THIS ADDRESS SHALL BE CONTRASTING COLOR OF THE BACKGROUND.
- B. DUCTS IN THE GARAGE AND DUCTS PENETRATING THE WALL OR CEILING SEPARATING THE DWELLING FROM THE GARAGE SHALL BE CONSTRUCTED OF MINIMUM NO. 26 GAUGE (0.48 mm) SHEET STEEL OR OTHER APPROVED MATERIAL AND SHALL NOT HAVE OPENINGS INTO THE GARAGE PER IRC R302.5.2.

SHEETNOTES

EXTERIOR MATERIAL LEGEND

EM-1		HARD COAT STUCCO (COLOR 1)
EM-2		HARD COAT STUCCO (COLOR 2)
EM-3		FIBER CEMENT LAP SIDING (COLOR 1)
EM-4		BRICK
EM-5		ASPHALT SHINGLES
EM-6		FIBER CEMENT LAP SIDING (COLOR 2)

WINDOW SCHEDULE

TYPE	WIDTH	HEIGHT	MODEL	COMMENTS
A	7'-0"	4'-0"	24" OFFSET SLIDER	
B	7'-0"	6'-0"	24" OFFSET SLIDER	
C	6'-0"	4'-0"	24" OFFSET SLIDER	
D	3'-0"	6'-0"		
E	2'-0"	6'-0"		
F	2'-0"	4'-0"		
H	3'-0"	4'-0"		
I	2'-0"	4'-0"		

DOOR SCHEDULE

TYPE	WIDTH	HEIGHT	MODEL	COMMENTS
01	3'-0"	7'-0"		
03	7'-0"	6'-0"		
4	2'-0"	7'-0"		
04	3'-0"	6'-0"		
05	2'-0"	6'-0"		
06	2'-0"	4'-0"		
07	5'-0"	7'-0"		
08	2'-0"	6'-0"		
09	2'-10"	6'-0"		
10	5'-0"	7'-0"		
11	3'-0"	7'-0"		
30	16'-0"	7'-0"		



THIS IS A PROFESSIONAL SEAL WITH NO OTHER VALIDATION. APPLICABLE TO THE STATE OF UTAH. FOR MORE INFORMATION, VISIT: www.utah.gov

C.W. URBAN

THIS IS AN ARCHITECTURAL SEAL WITH NO OTHER VALIDATION. APPLICABLE TO THE STATE OF UTAH. FOR MORE INFORMATION, VISIT: www.utah.gov

PROJECT
the Alice
371 South Fort Lane
Layton, UT 84041

REVISIONS:

TITLE:
Axon Views

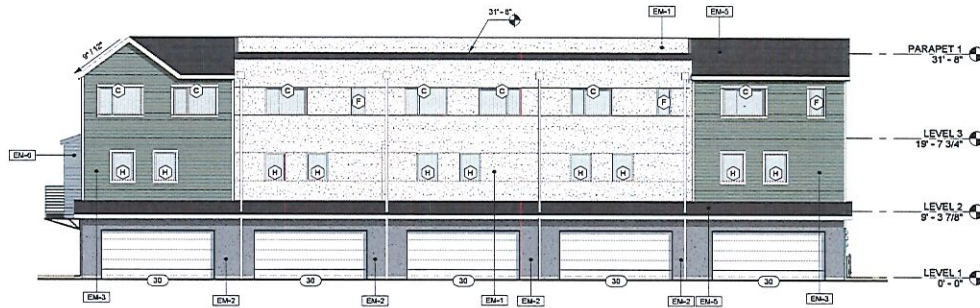
SHEET:
A205

ISSUE DATE: 8/26/2021

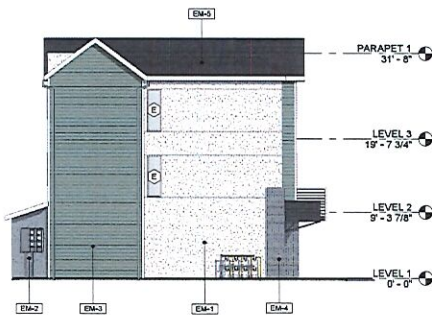
Schematic Design



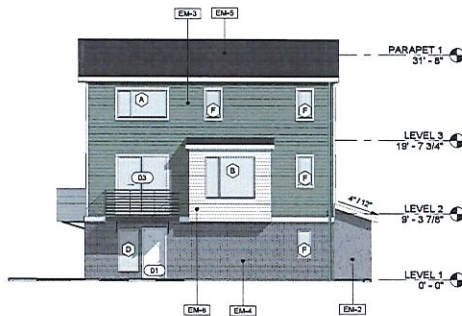
C1 BUILDING 1 NORTH ELEVATION
1/8" = 1'-0"



B1 BUILDING 1 SOUTH ELEVATION
1/8" = 1'-0"



A1 BUILDING 1 EAST ELEVATION
1/8" = 1'-0"



A3 BUILDING 1 WEST ELEVATION
1/8" = 1'-0"

GENERAL NOTES

- A. PROVIDE AN ADDRESS ON THE BUILDING WHICH IS ASSIGNED BY THE CITY ENGINEERING DEPARTMENT. IN THE SPACE IS SUBDIVIDED THEN THE UNIT NUMBER OR LETTER SHALL BE PLACED ON OR NEAR THE ENTRANCE OF THE UNIT. THESE NUMBERS AND LETTERS SHALL BE VISIBLE FROM THE STREET AND BE A MINIMUM 8 INCHES HIGH AND A STROKE OF 1/2 INCH. ADDRESS NUMBERS SHALL BE ARABIC NUMBERS OR ALPHABETICAL LETTERS. THIS ADDRESS SHALL BE CONTRASTING COLOR OF THE BACKGROUND.
- B. DUCTS IN THE GARAGE AND DUCTS PENETRATING THE WALL OR CEILING SEPARATING THE DWELLING FROM THE GARAGE SHALL BE CONSTRUCTED OF MINIMUM NO. 28 GAGE (0.48 MM) SHEET STEEL OR OTHER APPROVED MATERIAL AND SHALL NOT HAVE OPENINGS INTO THE GARAGE PER IRC K502.2.

SHEETNOTES

EXTERIOR MATERIAL LEGEND

- EM-1 [Pattern] HARD COAT STUCCO (COLOR 1)
- EM-2 [Pattern] HARD COAT STUCCO (COLOR 2)
- EM-3 [Pattern] FIBER CEMENT LAP SIDING (COLOR 1)
- EM-4 [Pattern] BRICK
- EM-5 [Pattern] ASPHALT SHINGLES
- EM-6 [Pattern] FIBER CEMENT LAP SIDING (COLOR 2)

WINDOW SCHEDULE

TYPE	WIDTH	HEIGHT	MODEL	COMMENTS
A	7'-0"	4'-0"	24" OFFSET SLIDER	
B	7'-0"	6'-0"	24" OFFSET SLIDER	
C	6'-0"	4'-0"	24" OFFSET SLIDER	
D	3'-0"	6'-0"		
E	2'-0"	6'-0"		
F	2'-0"	4'-0"		
H	3'-0"	4'-0"		
I	2'-0"	4'-0"		

DOOR SCHEDULE

TYPE	WIDTH	HEIGHT	MODEL	COMMENTS
D1	3'-0"	7'-0"		
D3	7'-0"	8'-0"		
4	2'-0"	7'-0"		
D4	3'-0"	6'-0"		
D5	2'-0"	6'-0"		
D6	2'-0"	4'-0"		
D7	6'-0"	7'-0"		
D8	2'-0"	6'-0"		
D9	2'-0"	6'-0"		
D10	6'-0"	7'-0"		
D11	3'-0"	7'-0"		
D30	16'-0"	7'-0"		



UT 0014 PROFESSIONAL SEAL WITH 600M DASH 480 DOTS
#R002 1/4" EQUATION HEIGHT 1/4" MIN. 1/8" THICKNESS
FOR 2025/2026 SEE UT.CSDE.UH.UTL.UTPROFESSIONAL

C.W.
URBAN

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PROJECT
the Alice
571 South Fort Lane
Layton, UT 84041

REVISIONS:

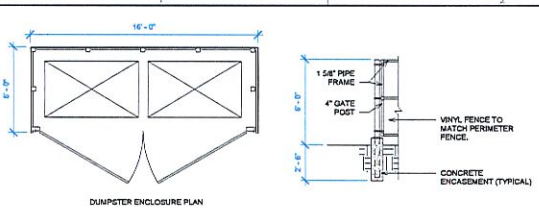
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Bldg 1 Exterior Elevations

SHEET:

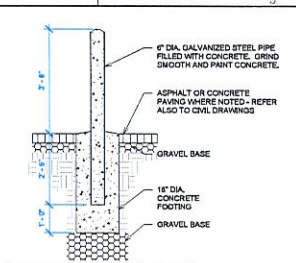
A201

ISSUE DATE: 01/26/2021

Schematic Design



D1 Trash Enclosure Detail
1/4" = 1'-0"



D2 PIPE BOLLARD DETAIL
1/2" = 1'-0"

'A' UNIT		'B' UNIT		'C' UNIT	
Name	Area	Name	Area	Name	Area
Living		Living		Living	
'A' Unit - Level 1	356 SF	'B' Unit - Level 1	356 SF	'C' Unit - Level 1	356 SF
'A' Unit - Level 2	670 SF	'B' Unit - Level 2	670 SF	'C' Unit - Level 2	670 SF
'A' Unit - Level 3	615 SF	'B' Unit - Level 3	615 SF	'C' Unit - Level 3	615 SF
Garage	1643 SF	Garage	1643 SF	Garage	1643 SF
'A' Unit - Garage	414 SF	'B' Unit - Garage	414 SF	'C' Unit - Garage	414 SF
Total Square Feet	2057 SF	Total Square Feet	2057 SF	Total Square Feet	2057 SF
Total 'A' Units	6	Total 'B' Units	10	Total 'C' Units	6

SITE PLAN GENERAL NOTES

- A. ALL UNIT NUMBERS AND LOT NUMBERS CONCISE WITH EACH OTHER.
- B. VERIFY PROPERTY LINE BEARINGS AND LENGTHS ON CIVIL DRAWINGS.
- C. SALT LAKE CITY ENGINEERING DEPT. (801 535-7244) FOR PLACEMENT OF ANY CURBS INCLUDING TEMPORARY TOILETS, DUMPSTERS, ELEVATED MATERIALS, STOCKING NEW MATERIALS, SOAKS ETC. IN THE PUBLIC WAY. THE PUBLIC WAY IS ALL SPACE BEYOND THE PROPERTY LINE AND NOT ON NEIGHBORING PRIVATE PROPERTY.
- D. CONSTRUCTION SHALL NOT COMMENCE UNTIL FIRE DEPARTMENT ACCESS ROADS ARE INSTALLED WITHIN 100 FEET OF ALL EXTERIOR WALLS OF THE FIRST FLOOR AND FIRE HYDRANTS ARE INSTALLED, AND REQUIRED FIRE FLOW IS PROVIDED. AS REQUIRED IN INTERNATIONAL FIRE CODE (IFC) SECTION 5112.1 PROVIDE AN ADDRESS ON THE BUILDING NEAR THE ENTRANCE OF EACH UNIT WHICH IS ASSIGNED BY THE CITY ENGINEERING DEPARTMENT. THESE NUMBERS AND LETTERS SHALL BE VISIBLE FROM THE STREET AND BE A MINIMUM 6 INCHES HIGH AND A STROKE OF 16 POINT. ADDRESS NUMBERS SHALL BE ARABIC NUMBERS OR ALPHABETICAL LETTERS. THE ADDRESS SHALL BE CONTRASTING COLOR FROM THE BACKGROUND. PROPERTY ADDRESS IS TO BE DISPLAYED PER IRC R519.
- F. PROVIDE DRAINAGE SLOPE OF A MINIMUM 1/4" WITHIN THE FIRST 10' (5%) OR PROVIDE DRAINING AND SWALES TO ENSURE DRAINAGE AWAY FROM THE STRUCTURE PER IRC R401.3.

SHEETNOTES

- 14 SITE DISTANCE TRIANGLE, NO SOLID WALLS, FENCES OR HEDGES GREATER THAN 30 INCHES IN HEIGHT MAY BE INSTALLED WITHIN TRIANGLE.
- 49 E SOLID VINYL FENCE TO BE INSTALLED ALONG ALL NORTH AND SOUTH PROPERTY LINES.
- 77 ELECTRICAL METER, INDIVIDUAL UNIT SERVICE TO ONLY PASS THROUGH COMMON AREAS/BLANKET EASMENT AS OUTLINED IN CIVIL DRAWINGS. METERS TO BE MOUNTED TO A SUBSTRATE FASTENED TO TWO GALVANNEED METAL POSTS THAT ARE INDEPENDENT OF ADJACENT UNIT EXTERIOR WALL. VERIFY PLACEMENT WITH HOODY MOUNTAIN POWER. SERVICE CONDUCTORS SUPPLYING A TOWNHOUSE SHALL NOT PASS THROUGH ANOTHER TOWNHOUSE, E2001.3.
- 85 GAS METER, INDIVIDUAL UNIT SERVICE TO ONLY PASS THROUGH COMMON AREAS/BLANKET EASMENT AS OUTLINED IN CIVIL DRAWINGS. VERIFY PLACEMENT WITH DOMINION ENERGY. SERVICE CONDUCTORS SUPPLYING A TOWNHOUSE SHALL NOT PASS THROUGH ANOTHER TOWNHOUSE.
- 102 OPEN GRASS FOR PETS
- 103 6" TYP. TRASH ENCLOSURE
- 104 BASKETBALL HOOP
- 105 PICNIC AREA
- 106 NEW AND EXISTING TREES
- 109 CLUSTER MAILBOX
- 120 6" CHAIN FENCE TO BE INSTALLED ALONG EAST PROPERTY LINE.
- 121 PROPERTY LINE
- 122 PLAYGROUND



UNIVERSITY MICROFILMS INTERNATIONAL
SERIALS ACQUISITION
300 N ZEEB RD
ANN ARBOR MI 48106-1500
P 734 763 0600
F 734 763 0600
WWW.UMI.COM

C.W.
URBAN

PROJECT
the Alice
571 South Fort Lane
Layton, UT 84041

REVISIONS:

TITLE:
Site Plan

SHEET:
AS101

ISSUE DATE: 01/26/2021



Schematic Design



A1 Site Plan
1/16" = 1'-0"

19.24.050.1.c
SITE AREAS:
Total Acreage: 81,178 sqft or 1.4 acres
Parking: 972 sqft or 2%
Residential Units: 9284 sqft or 15%
Open Space: 40423 sqft or 65%
Private Streets: 11471 sqft or 19%

19.24.050.f
UNITS PER ACRE
22 Townhomes
16 units per acre

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

Item Number: 6.A.

Subject:

Amendments to Layton City Municipal Code – Title 19, Zoning; Chapter 19.17, Ordinance and Map Amendments; Section 19.17.040, Public Hearings/Land Use Authority Action – Ordinance 21-15

Background:

Section 10-9a-205 of the Utah State Code was amended in the 2021 legislative session to no longer require 10-day notice of a public hearing to be published in a newspaper. The statute continues to require a 10-day public hearing notice on the Utah Public Notice website, and the City website. The Utah Public Notice website is intended to centralize and bring greater accessibility to public notice information in a standardized format, and allows for an individual to subscribe and receive email notices for specified jurisdictions.

In addition to meeting the minimum State code notice requirements, Layton City requires that signs are posted along the street frontage(s) on the subject property. The proposed amendments also include a clarification that notice signs are to be posted 10 days prior to both the Planning Commission hearing and the City Council hearing.

Alternatives:

Alternatives are to 1) Adopt Ordinance 21-15, amending Title 19, Zoning; Chapter 19.17, Ordinance and Map Amendments; Section 19.17.040, Public Hearings/Land Use Authority Action; 2) Adopt Ordinance 21-15 with modifications; or 3) Not adopt Ordinance 21-15 and deny the proposed amendments.

Recommendation:

The Planning Commission voted unanimously on June 8, 2021 to recommend the Council adopt the proposed amendments to Title 19, Zoning; Chapter 19.17, Ordinance and Map Amendments; Section 19.17.040, Public Hearings/Land Use Authority Action; to amend written notice requirements for clarity and consistency with current State publication standards.

Staff supports the recommendation of the Planning Commission.

ORDINANCE 21-15
(Amendments to Zoning Publication Notices)

AN ORDINANCE AMENDING TITLE 19, "ZONING", CHAPTER 19.17, "ORDINANCE AND MAP AMENDMENTS", SECTION 19.17.040, PUBLIC HEARINGS/LAND USE AUTHORITY ACTION" TO BE CONSISTENT WITH RECENTLY-AMENDED STATE REGULATIONS; PROVIDING FOR REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE

WHEREAS, in a review of Title 19 Layton Municipal Code (LMC), respectively entitled Zoning and Land Use Development, it was determined that providing greater consistency with recently-amended State regulations will result in improved administrative processes; and

WHEREAS, the City further desires to keep its Land Use Development regulations and processes current with State law requirements to protect both the interests of the City and its residents; and

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

WHEREAS, at the conclusion of the public hearing and upon making the necessary reviews, the City Council of Layton City finds it to be in the best interest of the health, safety, and welfare of its citizens to make the proposed amendments to LMC Title 19;

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

SECTION 1: Repealer. If any provisions of the City's Code previously adopted are inconsistent herewith they are hereby repealed.

SECTION 2: Enactment. Title 19, Chapter 19.17.040, Section 19.17.040, "Public Hearings/Land Use Authority Action" shall be amended to read as follows:

19.17.040 Public Hearings/Land Use Authority Action

A public hearing shall be held by the Planning Commission and the City Council to consider the adoption or any modification of a land use regulation.

1. The following steps shall be taken prior to any public hearing:
 - a. written notice of such hearing shall be published ~~in accordance with State law in at least one newspaper of general circulation in Layton~~ at least 10 days prior to such hearing; and
 - b. at least 10 days prior to ~~the~~ any such ~~City Council~~ hearing, a minimum of one sign for each street frontage shall be posted on the subject property which states the proposed or requested action, and the date, time, and location of the hearing.
2. All proposed amendments shall be first submitted to the Planning Commission for its recommendation as provided in Section 19.17.030 of the Layton Municipal Code. After the required hearing on the proposed amendment, the City Council may adopt, modify, or reject such amendment.
3. Resubmission of an application for the same amendment shall not be allowed for a period of 12 months. Any such resubmission shall follow the same procedures as the original submission.

SECTION 3: Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this ordinance.

SECTION 4: Effective Date. This ordinance shall become effective immediately upon publication or posting.

PASSED AND ADOPTED BY THE LAYTON CITY COUNCIL


	AYE	NAY	ABSENT	ABSTAIN
Joy Petro	_____	_____	_____	_____
Tom Day	_____	_____	_____	_____
Dave Thomas	_____	_____	_____	_____
Zach Bloxham	_____	_____	_____	_____
Clint Morris	_____	_____	_____	_____
Dawn Fitzpatrick	_____	_____	_____	_____

Presiding Officer


Attest

JOY PETRO, Mayor, Layton City

KIMBERLY S READ, City Recorder,
Layton City

for 

Gary Crane, City Attorney, Layton City



Chad Wilkinson, Community &
Economic Development Director,
Layton City

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

Item Number: 6.B.

Subject:

Amendments to Layton City Municipal Code, Title 19, Zoning; Chapter 19.16, Landscaping and Fencing; and Chapter 19.13, Design and Development Plan Review for Permitted Uses – Ordinance 21-07

Background:

Layton City's General Plan encourages water-wise landscaping and efficient use of land to help conserve limited water resources (Chapter 1: Principles and Policies – Sustainable Growth). The intent of the draft ordinance is to increase awareness of water-wise landscaping best practices, and to provide minimum water-wise landscape requirements for new commercial and multi-family residential development.

Regional future water demand projections for the Weber Basin Water Conservancy District projects the potential for a reduction in water demand of approximately 80,000 Acre Feet when comparing past usage patterns to applied conservation practices by 2060. Reduced water demand would conserve water for water bodies and the environment, and reduce costs to deliver more water for future demand. Water-wise landscaping can be encouraged to address the challenge of supplying water to Utah's rapidly growing population.

Two versions of the proposed ordinance amendments are attached, including 1) In-line edits showing existing and proposed text changes, and 2) Proposed (clean) text without any in-line edits. The original text currently provided in Chapter 19.16 may also be reviewed by visiting the online version of the Landscaping and Fencing Ordinance.

The Planning Commission has focused on the landscape ordinance between February 23rd and May 11th during multiple meetings, including a March 23rd site visit to the Weber Basin Water Conservancy District.

Alternatives:

Alternatives are to 1) Adopt Ordinance 21-07, amending Title 19, Zoning; Chapter 19.16, Landscaping and Fencing; and Chapter 19.13, Design and Development Plan Review for Permitted Uses; 2) Adopt Ordinance 21-07 with modifications; or 3) Not adopt Ordinance 21-07 and deny the proposed amendments.

Recommendation:

The Planning Commission voted unanimously on May 11, 2021 to recommend the City Council adopt the proposed amendments to Title 19, Zoning; Chapter 19.16, Landscaping and Fencing; and Chapter 19.13, Design and Development Plan Review for Permitted Uses. This recommendation is in support of the General Plan recommendation to encourage water-wise landscaping and efficient use of land to help conserve limited water resources, and to provide improved clarity of landscaping design standards in the Zoning Ordinance.

Staff supports the recommendation of the Planning Commission.

ORDINANCE 21-07
(Amendments to Landscaping, Fencing, Clearview and Associated Development Standards)

AN ORDINANCE REPEALING AND REENACTING TITLE 19, CHAPTER 19.16 “LANDSCAPING AND FENCING”; AND AMENDING CHAPTER 19.13, SECTION 19.13.050 “DEVELOPMENT PLAN REQUIREMENTS FOR NEW CONSTRUCTION OF A SINGLE OR TWO-FAMILY DWELLING IN LAYTON CITY” AND SECTION 19.13.060 “DEVELOPMENT PLAN REQUIREMENTS FOR NEW CONSTRUCTION OF AN UNDEVELOPED SITE OF COMMERCIAL/INDUSTRIAL AND MULTI-FAMILY PERMITTED AND CONDITIONAL USES, OR REMODELING OF EXISTING STRUCTURES” OF THE LAYTON MUNICIPAL CODE BY AMENDING LANDSCAPING, FENCING, CLEARVIEW AND ASSOCIATED DEVELOPMENT STANDARDS AND REGULATIONS; PROVIDING FOR REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE

WHEREAS, Layton City’s General Plan encourages water-wise landscaping and efficient use of land to help conserve limited water resources; and

WHEREAS, the City intends to increase awareness of water-wise best practices and provide water-wise landscape requirements for new development; and

WHEREAS, development standards associated with landscaping, fencing, clear view and associated developmental elements are intended to be clear to applicants and City Staff for an improved development review process; and

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

WHEREAS, at the conclusion of the public hearing and upon making the necessary reviews, the City Council of Layton City finds it to be in the best interest of the health, safety, and welfare of its citizens to make the proposed amendments to Layton Municipal Code Title 19;

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

SECTION 1: Amendment. “19.16 Landscaping and Fencing” of the Layton Municipal Code is hereby *amended* as follows:

A M E N **D** M E N T

19.16 Landscaping **and Fencing**, **Fencing and Clear View**

SECTION 2: Repeal. “19.16.0-3 Table 16-1, 16-2, And 16-3 Landscaping/Fencing Matrix, Landscape Buffer, and Fencing” of the Layton Municipal Code is hereby *repealed*.

SECTION 3: Amendment. “19.16.010 Purpose.”

A M E N **D** M E N T

19.16.010 Purpose

The purpose of this Chapter is to promote the health, safety, and general welfare of the public by enhancing development and open space areas with landscaping and vegetation while encouraging efficient use of water; ~~to facilitate the development of an orderly, attractive, and harmonious community, which provides the privacy necessary for a happy and convenient lifestyle; and to protect property values.~~ More specifically this Chapter functions to:

- Preserve and enhance the aesthetic quality of neighborhoods and commercial areas;
 - Maintain and strengthen a positive visual identity of Layton City;
 - Enhance the appearance of parking lots visible from public streets;
 - Enhance and protect property values;
 - Lessen the impact of noise, dust, debris, heat, wind, and air;
 - Lessen the problems of motor vehicle light glare or other artificial light intrusions;
 - Promote water efficient landscaping to conserve water and reduce demand for current and future water resources;
 - Reduce the level of carbon dioxide created from automobiles and development and return pure oxygen to the atmosphere;
 - Provide shade, reduce the heat island effect (reflective heat from impervious surfaces) and lessen energy consumption;
 - Buffer and screen undesirable uses and appearances from adjacent properties;
 - Reduce the rate and volume of storm water runoff, and enhance the quality of storm water runoff;
 - Act as a natural drainage system and lessen drainage problems; and
 - Promote healthy outdoor recreational activities.
- ~~- Lessen the impact of noise, dust, debris, heat, wind, and air;~~
~~- Lessen the problems of motor vehicle light glare or other artificial light intrusions;~~
~~- Reduce the level of carbon dioxide and return pure oxygen to the atmosphere;~~
~~- Provide shade and lessen energy consumption;~~
~~- Buffer and screen undesirable uses and appearances from adjacent properties;~~
~~- Help provide a positive visual identity to Layton City;~~
~~- Eliminate the blighted appearance of parking lots; and~~
~~- Act as a natural drainage system and lessen storm water drainage problems.~~

Ord. No. 97-35, Recodified, 6/19/1997
Ord. No. 97-19, Enacted, 4/17/1997
Ord. No. 04-69, Recodified, 12/16/2004

SECTION 4: Amendment. “19.16.020 Application of Requirements”

A M E N **D** M E N T

19.16.020 Application of Requirements.

The requirements of this Chapter shall be considered a minimum, except in those cases where otherwise noted (i.e. specified ranges or specific numbers).

~~Theis~~ requirements of this Chapter shall apply to both public and private development and shall take effect when building permits are required for the following situations:

1. All new construction on vacant parcels, expansions of existing uses, exterior remodeling, enlargement, or change of land use.
2. Any substantial modification to an existing site or structure in which the estimated construction cost is greater than ~~\$50,000.00~~ 75,000.00 in either a single application or any number of applications within a ten year period.
3. The following shall be exempt from the standards of this chapter:
 - a. Agriculture structures associated with a bona fide agricultural use within an A Zone;
 - b. Minor improvements or repairs to existing development that do not result in an increase in floor area.
4. The required landscaping percentage shall be strictly followed; however, the Land Use Authority may reduce the percentage requirement through a landscape modification process. Exceptions shall be limited in their application and shall be based on the following criteria:
 - a. There is a physical hardship associated with the property that results in a unique circumstance that does not generally apply to other similar properties.
 - b. The proposed reduction in landscape area shall be mitigated through enhanced landscaping improvements and/or the provision of amenity areas that exceed the minimum standards of this Chapter.
 - c. Exceptions shall not be granted for the sole reason of providing additional building area, increasing residential density on a property, or meeting the minimum off-street parking stall requirement.

~~The required landscaping percentage shall be strictly followed; however, the Zoning Administrator may lessen the percentage requirement after the petitioner has met with staff to discuss the problem and presented justification for a lesser percentage. Exceptions should be based on a physical hardship associated with the property and should be limited in their application.~~

Ord. No. 97-35, Recodified, 6/19/1997

Ord. No. 97-19, Enacted, 4/17/1997Ord. No. 04-69, Recodified, 12/16/2004

HISTORY

Amended by Ord. 17-13 on 6/15/2017

SECTION 5: Amendment. “19.16.030 Completion of Required Improvements/Guarantees.”

A M E N D M E N T

19.16.030 Completion of Required Improvements/Guarantees.

~~A time schedule for the completion of landscaping and fencing improvements shall be provided by the developer. In no case shall the allowed time exceed two years. If not completed at the end of two years, the City will review the progress and may proceed to use the bond funds to make the landscaping and~~

~~fencing improvements in accordance with the approved plan. A bond equivalent to 125% of the estimated cost of improvements shall be established.~~

1. The following completion standards apply to all commercial, industrial, mixed-use, multi-family, townhome, community use, PRUD developments, and common areas managed by a homeowner's association or community association.
 - a. Landscaping, sprinkling systems, walls, fences and/or screening structures, shall be installed in accordance with approved final site plan—development plan(s) prior to issuance of any occupancy permit. If the installation of any of these improvements cannot be completed due to weather or other circumstances beyond the control of the owner or developer, a Temporary Certificate of Occupancy may be issued if a Performance Security and Deferral Agreement is signed by the developer or owner which shall guarantee completion of all unfinished improvements. Such agreement shall be on a form provided by the City and shall be reviewed and approved by appropriate City staff. The agreement shall include the following:
 - i. Projects for which a landscape bond has not previously been required shall require a cash bond equivalent to 125% of the estimated cost of improvements shall be required.
 - ii. A time schedule for the completion of landscaping and fencing improvements shall be provided by the developer. In no case shall the allowed time exceed 180 days following the completion of building construction.
 - b. If not completed at the time set forth in the agreement, the City will review the progress and may proceed to use the bond funds to make the landscaping and fencing improvements in accordance with the approved plan.
 - c. Ten percent of the bond shall be retained as an attrition bond by the City for an additional one year to verify that landscaping and trees survive, or to replace remaining landscaping features or plants that do not meet the standards of this Chapter.
 - d. Substantial installation changes that vary from the approved landscape plan shall require a resubmittal of or amendment to the approved landscape plan.
 - i. A minor change entails the substitution of a specified plant(s) for substitute plant(s) with similar water use requirements, or reasonable variation in the ground placement of a planting or from the landscape plan proposed location that meets the design intent of the landscape plan, as determined by the Zoning Administrator or designee.
2. Landscaping shall be completed for detached single family dwellings on individual lots within a period of one year for the front yard area and a period of two years for the rear yard area. The deadline for landscaping completion is measured from beginning at the time of final certificate of occupancy is issued as further described in 19.16.038.
 - a. All landscaping areas on single family residential lots with slopes greater than ten percent shall be completed within a period of one year.

Ord. No. 97-35, Recodified, 6/19/1997
Ord. No. 97-19, Enacted, 4/17/1997
Ord. No. 04-69, Recodified, 12/16/2004

SECTION 6: Adoption. “19.16.035 Submission of Landscape Plans.”

19.16.035 Submission of Landscape Plans

1. General Landscape Plan Requirements.

- a. Landscape plans for all commercial, industrial, mixed-use, multi-family, townhome, community use and PRUD developments, and common areas managed by a homeowner's association or community association shall be prepared and stamped by a Licensed Landscape Architect registered with the State of Utah (common areas for residential developments).
 - b. Preliminary landscape plan(s) shall be submitted prior to, or included with, the submittal for a development plan or preliminary plat. Final landscape plan(s) shall be submitted following approval of preliminary landscape plan(s) with a final application.
 - c. Landscape plans and details shall be drawn to-scale and in a professional manner with credible representations of planting sizes specifications and site features and shall include the following; a north arrow, all buildings, parking lots, streets, sidewalks, walkways, detention areas, existing vegetation, and utilities shall be shown for reference and orientation.
 - d. Landscape plans shall be of adequate size and detail so the decision making body can see the land area to be planted and the appearance of plantings at 75% of mature growth.
 - e. Development Staff may reject plans which do not contain the minimum requirements outlined in this section.
2. Preliminary Landscape Plan. Preliminary landscape plans shall depict general ground coverage type (such as mulch, turf or hardscape areas) and typical planting types (such as plant bed areas, turf areas, evergreen trees or deciduous trees) with a summary of the area for each landscape surface type as a percentage of the total site.
- a. Planting Schedule. The preliminary landscape plan shall be accompanied by a planting schedule that identifies the following:
 - i. Common name and scientific name of each plant species.
 - ii. The size and type of plant material to be installed.
 - iii. Identification that of plant materials is that are included on the Weber Basin Water Conservancy District (WBWCD) recommended plant list as required in 19.16.036.1.g.h.
3. Final Landscape Plan. Final landscape plans shall include specific landscape surface types and areas, an irrigation installation plan, and the construction design and detailed specifications of fencing or other landscape structures or features.
- a. The landscape plan shall include notation and description of post-construction soil scarification and soil amendment and tilling to be included as part of the landscape installation (see 19.16.036.1.h).
 - b. Tabulation showing the percentage of plants shown in the Weber Basin Water Conservancy District recommended plant list.

- c. Irrigation Plan. The irrigation plan shall show the irrigation zones, sprinkler head locations, drip irrigation plan, and water mains and valves consistent with the final landscape plan design.
- d. Owner Acknowledgement. The landscape plan shall include an owner acknowledgement stating that the project developer/owner representative approves of the landscape plan, and agrees to pay the required bond fee and complete landscape installation as required in this Chapter. The Owner Acknowledgement shall be signed and dated prior to approval of the final landscape plan.

SECTION 7: Adoption. “19.16.036 Plant Material Specification and Installation.”

19.16.036 Plant Material Specification And Installation.

- 1. Planting Design Standards. The following standards apply to all commercial, industrial, mixed-use, multi-family, townhome community use and PRUD developments, and common areas managed by a homeowner's association or community association:
 - a. The maximum percentage of turf grass (lawn) area applied to nonresidential uses, and townhome, multi-family, or mixed-use residential development commercial and industrial landscape areas shall be 15%, except for additional turf grass area that may be applied to outdoor recreational use areas or a quasi-public facility such as a cemetery.
 - a-b. Turf grass area applied to a single family residential use within a PRUD development shall be limited to 35% of the total landscape area of the lot.
 - b-c. Turf grass shall not be installed in areas less than eight feet wide.
 - e-d. Turf grass shall not be allowed in landscape buffers, parking lot landscaping and other planted bed landscape areas.
 - d-e. Turf grass shall not be allowed on slopes with a grade over 25%.
 - e-f. At least 80% of shrubs and ornamental grasses shall be planted and maintained in groupings of at least three to increase the microclimate shade area above plant root zones, and to provide a pleasing and balanced aesthetic of plant material massing in the landscape. Groupings may consist of straight rows, grids or triangulation planting patterns.
 - f-g. Water-wise Plant Materials. At least 90% of the plants and trees specified for a project landscape plan shall be selected from the ~~Weber Basin Water Conservancy District~~WBWCD recommended plant list [LINK TO BE ADDED]. These plant materials are suitable for the local climate with respect to temperature ranges and moderate to high drought tolerance.
 - g-h. Soil Scarification, Soil Amendments and Tilling.
 - i. Soil scarification, the process of breaking up soil by fracturing or tilling, is required to a depth of at least six inches to allow for water and air exchange in soil following site work compaction.

- ii. Soil amendments (organic material) shall also be added and tilled into the soil to a minimum depth of six inches to increase organic content and improve water retention.
- iii. Soil amendment type and quantity shall be recommended by the Landscape Architect (designer) based on a review of the soil conditions.
- h.i. All buildings shall incorporate plant beds with foundational plantings along elevations visible from street(s), except where pedestrian and loading access approaches require a paved surface, patio or walkway adjacent to the building.
 - i. The typical plant bed width shall be a minimum of three feet; the minimum plant bed width shall be one and a half feet for ornamental grasses, perennials, and ground covers, and one foot for planters for climbing vines.
 - ii. Plant beds may be substituted by planters and streetscape amenities as approved by the Zoning Administrator and detailed in Table 16-1, Footnote 5 - Urban Streetscape Alternative.
- h.j. Deciduous trees shall have a minimum two inch caliper trunk measured at a height of 48" and coniferous trees shall be balled and burlapped and a minimum of 48" in height. All heights to be measured from the finished landscape surface.

2. Irrigation Design Standards.

- a. Irrigation Controller. Landscaped areas shall be provided with a WaterSense labeled smart irrigation controller which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions. All controllers shall be equipped with automatic rain delay or rain shut-off capabilities (~~Weber Basin Water Conservancy District (WBWCD)~~).
- b. Each valve shall irrigate a landscape with similar site, slope and soil conditions and plant materials with similar watering needs. Turf and non-turf areas shall be irrigated on separate valves. Drip emitters and sprinklers shall be placed on separate valves (WBWCD).
- c. Drip emitters or bubblers shall be provided for each tree planted in landscape beds. Bubblers shall not exceed one and a half gallons per minute per device. Bubblers for trees shall be placed on a separate valve unless specifically exempted by the City due to the limited number of trees on the project site.
- d. Drip irrigation or bubblers shall be used to irrigate plants in all non-turf areas.
- e. Pop-up spray heads shall be at a minimum of four inches in height to clear turf.
- f. Sprinklers shall have matched precipitation rates with each control valve circuit.
- g. Sprinkler heads shall be attached to rigid lateral lines with flexible material (swing joints) to reduce potential for breakage.
- h. Valves with spray or stream sprinklers shall be scheduled to operate between 6 p.m. and 10 a.m. to reduce water loss from wind and evaporation.

- i. Valves shall be programmed for multiple repeat cycles where necessary to reduce runoff, particularly on slopes and soils with slow infiltration rates.

SECTION 8: Adoption. “19.16.037 Single Family Model Home Demonstration Landscaping.”

19.16.037 Single Family Model Home Demonstration Landscaping.

1. Homebuilders and/or developers subdividing lots and/or constructing new single-family residential homes shall offer a water-efficient landscaping option to prospective homebuyers, consistent with the standards provided in 19.16.035, 19.16.036, 19.16.050, and 19.16.070. The water-efficient landscaping option shall meet the Landscape Design Standards and Irrigation Design Standards of this ordinance, and the turf area shall not exceed 35% of the total landscaped area.
2. Homebuilders and/or developers who construct model homes for a designated subdivision shall have at least one model home with water-efficient landscaping, consistent with the standards outlined in number one above.
3. Model homes shall have landscaping and irrigation plans approved by the City Planning Department prior to issuance of building permits, for which no variance may be granted, and which meet the aforementioned requirements.
4. Model homes shall include an informational brochure on water-efficient landscaping to be obtained from the City Planning Department.
5. As of June 17, 2021, Any Homeowners Association governing documents, such as bylaws, operating rules, covenants, conditions, and restrictions that govern the operation of a common interest development, are void and unenforceable if they:
 - a. Require the use of turf in landscape areas in a manner that is inconsistent with the requirements of this Chapter; or
 - b. Prohibit, or include conditions that have the effect of prohibiting, the use of water-conserving plants as a group; or
 - c. Have the effect of prohibiting or restricting compliance with this ordinance or other water conservation measures.

SECTION 9: Adoption. “19.16.038 Single Family Residential Landscaping Requirements.”

19.16.038 Single Family Residential Lot/Parcel Landscaping Requirements.

1. As required in 19.16.030.2, landscaping shall be completed for detached single family dwellings on individual lots within a period of one year for the front yard area and a period of two years for the rear yard area beginning at the time of final certificate of occupancy is issued.
 - a. Landscaping areas on single family residential lots with slopes greater than ten percent shall be completed within a period of one year.

- b. Landscaping shall be installed in front yards between the front line of the house and the front property line along the entire width of the property, excluding the driveway. On corner lots, landscaping shall be installed in all areas between the property line and the side of the house between the front and rear property lines which are visible from the public right-of-way.
 - c. The net landscaped area in a front yard shall include:
 - i. A minimum of one tree;
 - ii. 50% coverage of plant materials using a combination of shrubs, annual plants, perennials plants, ground cover, and/or turf grass. Species, size, and placement of landscape elements shall be determined by the homeowner.
 - d. The following park strip design and landscaping standards shall apply:
 - ~~i.~~ No more than 50% of the park strip may be poured concrete or similar solid paving surface for driveway, walkway approaches, and vehicle drop off areas. Asphalt is not allowed in the park strip.
2. Where secondary water is not available, at the time the water supply line to a house is installed, the builder shall furnish and install a stop-and-waste valve with an access sleeve and capped mainline to the surface to facilitate future sprinkler system installation. The stop-and-waste valve may also be located inside the home with a mainline extended to the exterior of the foundation wall and capped.
 3. It is highly recommended, but not required, that single family residential properties install a water-wise landscape using the following elements:
 - a. Soil scarification and soil amendment as outlined in 19.16.036.1.
 - b. Irrigation design standards as outlined in 19.16.036.2.
 - c. Park strip design as outlined in 19.16.070.a and 19.16.075.
 - d. Turf grass should not exceed 35% of the lot landscape area property and not placed in an area less than eight feet wide as outlined in 19.16.036.1.c.
 - e. 90% of plant materials should be water-wise as outlined in the WBWCD recommended plant list as outlined in 19.16.036.1.
 - f. Rock/bark mulch used in planter beds should have a depth of three to four inches to prevent weed growth and retain soil moisture as outlined in 19.16.050.2.

SECTION 10: Amendment. “19.16.040 Transitional Landscaping and Fencing.”

A M E N D M E N T

19.16.040 Transitional Landscaping and Fencing.

1. ~~Transitional landscaping and fencing shall be provided in accordance with the Landscape/Fencing Matrix included in this Chapter.~~ Landscape Transitional Buffers and Street Frontage Landscaping. Landscape buffers are intended to reduce the visual and sound impacts that may require mitigation between two or more land uses, and street frontage landscaping areas are intended to improve visual character along streets fronted by commercial or multi-family development. Table 16-1 provides standards for landscape buffer types required between specified uses, and street frontage landscaping areas.
2. ~~The landscaping/fencing shall be provided within the zoning district and on the lot of use listed on the left column of the Matrix where it is adjacent to land used or zoned for uses indicated across the top of the Matrix.~~ Cross Access Exception to Landscape Buffer Requirement. Rear or side interior property boundaries of commercial, mixed-use and multi-family parcels or lots do not require a landscape buffer when shared or cross access is provided between property parking areas. This provision is intended to improve vehicle and pedestrian circulation, and provide for shared or joint-use parking between uses as provided in Section 19.12.090.
3. ~~In those situations where a structure or lot contains uses included in more than one use category, the most stringent requirement of the Matrix shall apply; however, the most stringent requirement may be eliminated for the less stringent requirement if the uses can be arranged to alleviate the need for the most stringent requirement to the satisfaction of the Zoning Administrator.~~ Building Setbacks. Landscape buffers and street frontage landscaping areas refer to landscaping requirements only; see Tables 5-1 and 5-2 or specific zone district standards for applicable building setbacks including multi-family residential and mixed use development in Chapter 19.25 MU (MU/TOD), townhomes in 19.24 C-TH, and planned residential unit development (single family homes and townhomes) in 19.08 PRUD Overlay Zone.
4. ~~In situations where the use is not listed on the Matrix, the Planning Director, using the Matrix as a guide, shall determine a category for the use.~~ Fencing shall be generally located between the required landscape buffer and the adjacent property, and shall comply with the standards provided in 19.06.080.
5. ~~All transitional landscaping and fencing shall be installed with the first phase of construction.~~ Street Frontage Landscaping Area. Landscaping is required along street fronting properties in the R-M, R-H, PB, B-RP, C, M, MU and MU-TOD zoning districts, with the exception of those areas necessary for pedestrian and vehicular access, of all public streets. This strip shall be located between the edge of the sidewalk or public street right-of-way line where no sidewalk exists, and the parking area or structure.
6. ~~Trees and shrubs with a low to moderate irrigation need are encouraged, as well as low maintenance landscaping.~~ Buffer Type A (Subdivision Arterial/Collector Street Buffer). This is applicable to single family residential subdivisions that back or side to arterial streets and collector streets (see section 19.16.090).
7. ~~Deciduous trees shall have a two inch caliper trunk measured at a height of 48" and coniferous trees shall be balled and burlapped and a minimum of 48" in height. All heights to be measured from the finished landscape surface.~~ Buffer Type B (PRUD Parking Area/Shared Drive Buffer). This is applicable in PRUD developments where parking lots and drives are adjacent to single family residential uses (see section 19.08.090.7).
8. ~~Landscape transitional buffer: Landscape buffer shall be divided into three categories as identified on the matrix:~~ Buffer Type C or Buffer Type D is required when commercial, mixed-use, multi-family, townhome or community use development is adjacent to all existing and future residential uses (other than mixed-use development) and community uses, except when the side or rear property boundary of residential development is a shared private drive or alley.

- a. ~~"Landscape Buffer 1" shall consist of an unbroken strip of open space, ten feet wide and planted with the following: One large evergreen tree (or deciduous, dense-canopied trees with the approval of the Planning Director) every 20 linear feet with a maximum mature height of 25'. Other shrubbery and plantings shall also be included in this buffer area.~~
 - b. ~~"Landscape Buffer 2" shall consist of an unbroken strip of open space, 20' wide and planted with the following: One large evergreen tree (or deciduous, dense-canopied trees with the approval of the Planning Director) every 25 linear feet with a maximum mature height of 30' to 50'. Other shrubbery and plantings shall also be included in this buffer area.~~
 - c. ~~"Landscape Buffer 3" shall consist of an unbroken strip of open space, 30' wide and planted with the following: One large evergreen tree (or deciduous, dense-canopied trees with the approval of the Planning Director) every 25 linear feet with a maximum mature height of 30' to 50'. Other shrubbery and plantings shall also be included in this buffer area.~~
 - d. ~~"Landscape Buffer 4" shall consist of an unbroken strip of open space, 60' wide and planted with the following: One large evergreen tree (or deciduous, dense-canopied trees with the approval of the Planning Director) every 25 linear feet with a maximum mature height of 30' to 50'. Other shrubbery and plantings shall also be included in this buffer area.~~
9. ~~Fencing requirements: Buffer Type E (High Impact Mitigation Buffer). This is required for land uses and development features with high impact noise emissions adjacent to existing and future residential areas. Uses and development features considered to emit high noise levels include but are not limited to the following: Pet Services/Indoor Outdoor (see 19.14.100.11); Outdoor Contractor Storage Yard; Towing Services; truck loading areas adjacent to commercial buildings; mechanical exhaust equipment from interior industrial services; utility sub-stations or equivalent intensive uses; and development features as determined by the Land Use Authority.~~
- a. ~~Fencing shall be generally located between the required landscape buffer and the adjacent property.~~
 - b. ~~There shall be different fencing requirements as identified in the Matrix. All fence heights as required in the Matrix shall be measured on the side of the fence with the highest finished grade, including proposed finished grades with new development.~~
 - c. ~~In certain unusual circumstances of topography, or to alleviate certain specific problems, i.e., the blocking of glare, muting of noise, etc., the Zoning Administrator may require the use of an earth berm or more specialized fence material or fence height in lieu of, or in combination with, any of the fence types set forth in the Matrix.~~
 - d. ~~Where options are presented in the Matrix for a type of fence, the options shall be available to the developer unless otherwise qualified.~~
10. ~~All fencing and landscaping shall be in compliance with that Section of the ordinance which defines "clear view."~~
11. ~~Any wall or fence that is required by the Land Use Authority or City Staff shall be installed according to the manufacturer's specifications or in accordance with best engineering practices. Any masonry wall that is required over four feet in height shall be certified as structurally sound by an engineer licensed to practice in the State of Utah. All required chain link fences shall be constructed according to the following minimum standards: 11 gauge wire mesh; two inch line posts; three and one half inch terminal and corner posts; all posts to be spaced at not more than ten feet; all posts shall be placed in a concrete footing to a depth of not less than 18"; a top rail or~~

tension wire; tension bars at corner and terminal posts; all parts are to be of galvanized steel. The minimum standards for the posts and the mesh may be required to be increased if slatting is also required.

11.

Table 16-1 (Standards indicate a minimum landscaping or buffer width, fencing height and tree spacing distance.) Trees shall be consistent with the requirements of Table 16-2 - Permitted Street Trees based on the width/depth of the landscaping/buffer area [LINK TO BE ADDED](#).

TYPE	WIDTH and CONTEXT	SOLID FENCING	TREES ¹	GROUND SURFACE LANDSCAPING
S.F.	8' Street Frontage Landscaping Area ⁵ Area ²	N/A	Deciduous or evergreen trees planted every 50' ²³	Consistent with 19.16.150 Planting Design Standards and the requirements of this Chapter ⁵ Chapter ²
A.	5' Arterial and collector street landscape buffer along single family residential subdivisions (see 19.16.090)	6' solid vinyl, wood, masonry ¹ or similar material	Deciduous trees planted every 20'	Plant bed landscaping requirements apply
B.	6' Landscape buffer between parking lot areas, alleys or private drives in a PRUD adjacent to R-1 zones with single family residential uses (19.08.090.7)	6' solid vinyl, wood, masonry ¹ or similar material ²⁴	Deciduous trees planted every 30'	Plant bed landscaping requirements apply
C.	8' Landscape buffer	6' solid vinyl, wood, masonry ¹ or similar material ³⁴ , or 8' masonry or similar material ⁴⁵	Deciduous or evergreen trees planted every 25'	Plant bed landscaping requirements apply
D.	5' Landscape buffer	6' solid vinyl, wood, masonry ¹ or similar material ³⁴ , or 8' masonry or similar material ⁴⁵	Columnar deciduous or evergreen trees planted every 20'	Plant bed landscaping requirements apply

E.	25' High impact land use mitigation landscape buffer (see 19.14.100.11)**	8' masonry	Trees planted every 20', with at least 75% of trees as evergreens except as required in 19.14.100.11	Plant bed requirements apply, except that evergreen tree canopy may count towards landscape plant material cover area
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Table 16-1 Footnotes:

1. The minimum height of all trees associated with landscape buffers shall be 20' at mature growth. The requirements of 19.16.075 Permitted Trees Within Park Strips And Along Frontages or comparable tree shape and root growth shall apply based on the comparable width of the Park Strip/landscape buffer and/or presence of power lines.
2. Urban Streetscape Alternative. Buildings in the MU, MU/TOD or commercial zones located close to the street with entrances connecting to the sidewalk may substitute landscape area for a wider sidewalk and streetscape consistent with a walkable urban environment for pedestrians (see Chapter 19.25 - MU/MUTOD streetscape requirements).
 - A streetscape design shall be proposed with the Landscape Plan and submitted for review by Development Staff. The design shall demonstrate placement of streetscape amenities such as street trees with grate covers, street furniture, planters, bike racks, and space for outdoor activities or displays.
 - Street trees shall be planted every 30' under this alternative.
 - Plant materials shall be incorporated along at least 40% of the street-fronting building foundation in plant beds or planters to soften the hardscape edge between a sidewalk or patio and the building frontage. This requirement may be waived by the Zoning Administrator where outdoor seating, bike racks, display areas, or other amenities may be provided.
2. 3. Trees planted every 50' or portion thereof greater than 25'. The Zoning Administrator may approve clustering of trees in special circumstances including but not limited to preserving clear view areas, eliminating conflicts with utilities, and etc.
3. 4. Six Foot Masonry Fence Requirements. A six foot masonry fence shall be required for the following specific uses and development features when adjacent to existing and future single family residential uses:
 - Drives or alleys accessing rear garages of townhome or multi-family buildings that may also include parallel parking spaces on one side of the drive (does not apply when the alley is shared between townhome or multi-family and single family residential uses).
4. 5. Eight Foot Masonry Fence Requirements. An eight foot masonry fence shall be required for the following uses and development features that are adjacent to existing and future single family residential uses:
 - Commercial or multi-family parking lot(s) serving more than 24 vehicles, not including drives or alleys accessing rear garages that may include parallel parking spaces;
 - Commercial or mixed-use truck loading areas;
 - Outdoor recreation areas, associated with multi-family residential or townhome development designed for the congregation of more than ~~10~~ten individuals at one time; or

- Equivalent intensive uses and development features as determined by the Land Use Authority.

~~Urban Streetscape Alternative. Buildings in the MU, MU/TOD or commercial zones located close to the street with entrances connecting to the sidewalk may substitute landscape area for a wider sidewalk and streetscape consistent with a walkable urban environment for pedestrians (see Chapter 19.25 MU/MUTOD streetscape requirements):~~

- ~~A streetscape design shall be proposed with the Landscape Plan and submitted for review by Development Staff. The design shall demonstrate placement of streetscape amenities such as street trees with grate covers, street furniture, planters, bike racks, and space for outdoor activities or displays.~~
- ~~Street trees shall be planted every 30' under this alternative.~~
- ~~Plant materials shall be incorporated along at least 40% of the street fronting building foundation in plant beds or planters to soften the hardscape edge between a sidewalk or patio and the building frontage. This requirement may be waived by the Zoning Administrator where outdoor seating, bike racks, display areas, or other amenities may be provided.~~

SECTION 11: Amendment. “19.16.050 Landscape Plant Bed Areas.”

A M E N D M E N T

19.16.050 Landscape Plant Bed Areas

The following standards apply to all commercial, industrial, mixed-use, multi-family, townhome, community use, PRUD developments, and common areas managed by a homeowner's association or community association. ~~Where the provisions of this Chapter would reduce the usable area of a lot due to lot configuration or size to a point which would preclude a reasonable use of the lot, landscape buffer and fencing may be waived or modified by the Land Use Authority as defined in Section 19.01.135 where the intent of this Chapter has been met through the combination of structural and landscape design techniques.~~

1. ~~An application shall be made by the property owner or certified agent thereof to the Community and Economic Development Department. The application shall be accompanied by maps, drawings, or other documents sufficient to demonstrate that the general and specific requirements of this Title will be met. The application for any landscape buffer/fencing modification or waiver shall be accompanied by the appropriate fee as authorized in the City's currently adopted Consolidated Fee Schedule.~~ Landscape plant bed areas shall contain plant materials that cover at least 50% of the landscape surface at mature growth.
 - a. When calculating plant coverage percentage areas, plants may be measured at mature spread, including coniferous trees with branches that clear no more than 30" above the ground. Deciduous trees shall not be included in plant coverage calculation.
 - b. Plants shall conform with clear view requirements provided in section 19.16.110.
2. ~~At least 10 days prior to the Land Use Authority meeting during which the landscape buffer/fencing modification or waiver will be considered a Notice Sign shall be posted a minimum of one sign on each street frontage of the subject property stating the proposed request for landscape buffer/fencing modification or waiver, and the date, time and location of the Land Use Authority meeting in which the landscape buffer/fencing modification or waiver will be considered. The applicant shall be notified of the date, time and location of the public meeting~~

~~and of any final action on a pending application. When applying rock or bark mulch into a plant bed or park strip, the minimum depth shall be at least three inches to minimize weed growth and to maximize moisture retention in soil.~~

- ~~a. If landscape fabric is used, it shall be heavy duty with a minimum five-ounce thickness, applied beneath mulch areas in plant beds, installed so that edges are not visible.~~
 - ~~b. Only one type of bark or rock mulch material shall be allowed in a landscape bed area, unless separated by a durable curb material with sufficient thickness to maintain separation between mulch types.~~
- ~~3. In considering an application for a landscape buffer/fencing modification or waiver, the Land Use Authority shall give due regard to the nature and condition of adjacent uses and structures.~~
 - ~~4. The landscape buffer may be modified where the building, fencing, and/or the land between that building and the property line has been specifically designed to minimize adverse impact through a combination of structural and landscape design techniques.~~
 - ~~5. The landscape buffer and fencing requirements may be waived or modified where the adjacent land is designated on the zoning map or in the adopted Master Plan for a use similar to that of the parcel under site plan consideration. In situations where a petitioner is requesting that required fencing be waived or modified on residential developments adjacent to agricultural uses and/or zoning districts the following criteria must apply:~~
 - ~~a. The adjacent agricultural property must have all the infrastructure (roads, sewer, water, storm sewer, etc.) necessary for development; or~~
 - ~~b. The topography or vegetation of the adjacent property would make a fence ineffective or cause a hardship if the developer is required to fence the property.~~
 - ~~6. The landscape buffer and fencing requirements may be modified where the adjoining property is used for any public purpose other than a school or hospital.~~
 - ~~7. The landscape buffer and fencing requirements may be modified where adjacent residential property is used for any conditional use except nursery schools, day care centers, and schools of general and special education.~~
 - ~~8. The landscape buffer and fencing requirements may be modified when a residential subdivision borders a railroad or transit right of way, freeway, or arterial street. The subdivision design shall include adequate provisions for noise reduction, safety, and visual screening. The modification of the landscape buffer may, in some cases, provide for a larger buffer area and additional plantings depending on the type and location of the use which is being buffered. Parallel streets, fences, landscaped buffer areas, berms, and sound walls; or combination of buffer techniques may be required.~~
 - ~~9. The fencing requirement may be waived or modified where the topography of the lot providing the fencing and the lot being protected is such that a fence would not be effective.~~
 - ~~10. The landscape buffer and fencing requirement may be modified for any public use when such has been specifically designed to minimize adverse impact on adjacent properties.~~
 - ~~11. The granting of a landscape buffer/fencing modification or waiver shall not exempt the application from other relevant provisions of this Title or other ordinances of the City of Layton.~~

SECTION 12: Repeal. “19.16.060 Street Frontage Landscape.”

SECTION 13: Amendment. "19.16.070 Landscaped Park Strip."

A M E N D M E N T

19.16.070 Landscaped Park Strip

The following standards apply to all commercial, industrial, mixed-use, multi-family, townhome, community use, PRUD developments, and common areas managed by a homeowner's association or community association.

The planted landscape strip (park strip) between any public ~~street and/or~~ private street and fronting property is the area between the sidewalk and the street-side back of curb, ~~shall be landscaped with grass and plantings permitted by this Chapter. Maintenance of this area shall be the responsibility of the abutting property owner. This landscaping shall not be counted as part of the required percentage of landscaping for each private property.~~

Park strip areas shall be landscaped with plantings permitted by this Chapter.

Perpetual maintenance of the surface materials and plant materials in the park strip shall be the responsibility of the abutting property owner.

Park strip landscaping shall not be counted as part of the required percentage of landscaping for each private property.

1. Street Tree Requirements. Street trees shall be planted within the park strip, or if no park strip exists, on the property next to the public right-of-way or public/private street edge (landscape frontage), in accordance with the following:

- ~~1.~~
- ~~a.~~ a. Street trees shall be planted within park strips or on the adjacent property within ten feet of the public right-of-way. Street trees shall not be planted within a park strip that is less than four and a half feet in width.
- ~~b.~~ b. Street trees shall be planted within park strips or on the adjacent property within ten feet of the public right-of-way. Street trees shall not be planted within a park strip that is less than four and a half feet in width.
- ~~b.~~ b. Street trees shall be planted along both sides of all streets every 30' on center; spacing of the trees may vary; the maximum spacing is 40'.
- ~~b.~~
- ~~c.~~ c. Street trees shall be selected in accordance with the Permitted Trees within Park Strips and along Frontages, section 19.16.075.
- ~~c.~~
- ~~d.~~ d. In the event that any of the trees or shrubs die or do not adequately grow, they shall be promptly replaced to perpetually remain in compliance with the approved landscape plan.
- ~~d.~~
- ~~e.~~ e. Street trees shall be planted no closer than five feet from any culinary or secondary water lines, and no closer than 20' of street light standards.
- ~~e.~~
- ~~f.~~ f. Tree species shall vary along block faces to create a unique street identity, to provide visual variety, and to promote the health of the City's urban forestry.
- ~~f.~~
- ~~g.~~ g. Where buildings are allowed closer to streets, street trees shall be designed, specified, and planted with sufficient spacing from buildings to prevent negative impact from tree branches at mature growth.

2. Park Strip Planting and Landscaping Requirements. The street tree standards provided in section 19.16.075 and plant bed planting and design standards provided in section 19.16.050 shall apply to park strip areas in addition to the following park strip area requirements:
 - a. Residential and commercial park strips shall be planted with live plant material to a minimum of 50% coverage of landscape area with plant foliage at mature growth, in accordance with the following additional design standards:
 - i. Shrubs and other plant material located within the park strip shall not exceed two feet in height at maturity.
 - ii. Potentially hazardous plant material and/or containing thorns or spikes shall be prohibited.
 - b. To prevent mulch from spreading onto sidewalks or street areas, bark/wood mulch and pea gravel or similar rock mulch less than a **minimum** sorted size of one inch, shall not be allowed in the park strip or adjacent to a street or sidewalk, except for the following:
 - i. Rock mulch of the same type, color and texture may include a variety of cobble sizes; or
 - ii. Crushed aggregate fines intended for pathway, outdoor patio surfaces, or similar application may be applied.
 - c. Decorative boulders and similar features shall be less than 18" in height.
3. No more than 50% of the park strip may be poured concrete or similar solid paving surface for driveway, walkway approaches, and vehicle drop off areas. Asphalt is not allowed in the park strip. The park strip may be paved by more than 50% and incorporate tree wells and planters when directly fronted by commercial or mixed-use buildings (see Table 16-2 **LINK TO BE ADDED**, Footnote 5, Urban Streetscape Alternative).

SECTION 14: Amendment. “19.16.075 Permitted Trees Within Park Strips and Along Frontages.”

A M E N D M E N T

19.16.075 Permitted Trees Within Park Strips and Along Frontages

1. The planting of any tree within a park strip shall be done in compliance with the following:
 - a. The tree shall be planted so it is centered between the curb and sidewalk;
 - b. The tree shall be located so as not to violate the clear view requirements of this Title;
 - c. The tree to be planted shall be a tree listed in Table 16-2 **LINK TO BE ADDED** and designated based on the width of the park strip;
 - d. The tree shall be maintained to ensure proper clearance above the sidewalk and street, distance from overhead power lines, and so that its growth does not damage public improvements, such as curb, gutter, and sidewalk; and
 - e. Before planting of trees the adjacent property owner shall contact blue stakes or a utility locating company to locate underground utilities within the park strip.

2. ~~The planting of any tree outside of a park strip along a lot's frontage shall be a minimum of six feet from the sidewalk for any tree listed in Table 16-4. Any other tree not listed therein shall be planted a minimum of ten feet from the sidewalk.~~
3. 2. The planting or maintaining of a tree in accordance with this **S**ection does not alleviate the property owner of the liability or responsibility of any damage caused to public improvements or any other responsibility of owning or having control over the property on which the tree is located. Property owners are responsible for the damage caused to public improvements by vegetation on their property or planted by them. The maintenance and correction process is addressed in Chapter 12.28 of the Layton Municipal Code.
4. 3. If a person wishes the City to consider the addition of a tree to Table 16-2 **LINK TO BE ADDED**, such request is to be in writing to the Director of the Community and Economic Development Department. The writing must contain sufficient detail and information regarding the tree and illustrate its comparable nature to the trees currently on the list. The Director or designee will notify the person of the decision. If the request is denied, the person can file an appeal of that decision to the City Manager within ten days of the denial. The City Manager will review the Department's decision to determine whether that decision is supported by substantial evidence. Based on that standard, the City Manager may affirm, modify, or reverse the Department's decision. The City Manager's decision is final.

SECTION 15: Amendment. “19.16.080 Fencing Requirements.”

A M E N D M E N T

19.16.080 Fence Requirements

Fences and Walls. This section is provided to create minimum and maximum fencing standards for residential, commercial, mixed-use and community use areas within Layton City. These standards are applicable to all public and private development, unless otherwise specifically stated.

~~The following provisions shall govern the height and location of fences, walls, plant growth, or other obstructions to view:~~

1. Fence Maintenance. All fencing shall be continually maintained in structurally sound, plumb, and safe condition, including appropriate and regular maintenance of the fence surfaces, by the property owners abutting fence.~~In all residential zones, no fence, hedge, or wall may exceed six feet in height when placed within three feet of any property line or as further regulated below except behind the front setback line of the main structure fences may be eight feet in height. Special permits may be granted for higher fences by the Zoning Administrator.~~
 - a. Repairs and patching shall consist of similar fencing materials and shall blend with the fence.
 - b. If a fence or wall is more than 20 degrees beyond plumb or determined so by the Chief Building Official, it shall be considered structurally unsafe.
 - c. Graffiti shall be removed within 48 hours.
2. Fence Height Measurement.~~When a fence, wall, or hedge meets the setback regulations for an accessory structure for the zoning district in which the fence, wall, or hedge is proposed, the height allowed will be that as outlined for accessory structures in the zoning district.~~

- a. Fence height shall be measured from the finished grade to the highest point of the fence. "Finished grade" means the average finished grade of the property nearest the fence.
 - b. Fence posts, gate posts, pillars, and support columns may extend 12" above the maximum fence height when separated by at least six feet of fencing.
 - c. Grade Differential. In instances where there is a grade differential along a property line separating two lots as a result of a retaining wall or topographic feature, a fence, wall, or other permitted screening device may be erected to the maximum height permitted on either side of the property line. Also, in instances where a fence runs along a sloped property line, a pre-manufactured rectangular fence panel of up to ten feet in length or less may be installed horizontally to vertical posts such that one end of the panel is at grade level, and the other end is no more than two-tenths of a foot above grade level for each linear foot of fence panel. The area beneath the bottom of the fence and the ground may be filled or remain open, and the panel height may be the maximum permitted on either side of the property line.
 - d. Fencing Height Transition. Where fencing height differences may occur at intersections or along the continuous alignment of a fencing course, a transition from one fencing height to the other may be constructed as an exception to the maximum fence height at such locations.
3. Prohibited Fences.
- a. Razor wire;
 - b. Electrically charged fencing, unless associated with an agricultural operation and in conformity with safe practices;
 - c. Highly reflective or metallic fencing or wall materials;
 - d. Tarps, stacked debris or similar materials are not permitted as fencing or wall material; or;
 - e. Barbed wire, unless associated with an agricultural operation.
 - i. Barbed wire. Fences containing strands of barbed wire are prohibited in all zoning districts excepting the agricultural zoning district, unless specifically approved by the Zoning Administrator for security purposes.
4. Engineering Specifications Fence or Wall Structural Design. A building permit and engineering specifications are required for a fence over seven feet in height, or as required by the current version of the International Building Code or International Residential Code. A building permit is required for all retaining walls four feet in height or greater (measured from the bottom of the foundation to the top of the wall) and must be designed by a licensed professional engineer in the state of Utah. ~~Clear view for driveways required. No view obstructing fence, wall, hedge, or planting exceeding two feet in height above the level of the sidewalk, shall be located in the triangular area bounded by lines drawn from a point on the centerline of the driveway setback fifteen feet (15') from the front property line, to points at the property line in front of the property, 30' either side of the centerline of the driveway for local and local collectors, and 50' on collectors and arterials. Except that shade trees may be located or maintained in such area in excess of the height provided the same are pruned clear of all branches between the ground and a height of six feet. Nonview obstructing fences not exceeding six feet in height may also be allowed in this area.~~

- a. Any wall or fence that is required by the Land Use Authority or City Staff shall be installed according to the manufacturer's specifications or in accordance with best engineering practices. Any masonry wall that is required over four feet in height shall be certified as structurally sound by an engineer licensed to practice in the state of Utah.
5. In certain unusual circumstances of topography, or to alleviate certain specific problems, i.e., the blocking of glare, muting of noise, etc., the Land Use Authority may require the use of an earth berm or more specialized fence material or fence height in lieu of, or in combination with, any of the fence types set forth in the Transitional Landscaping Buffers (see 19.16.040).~~Shade trees or other plantings which project over any sidewalk shall be pruned clear of all branches between the ground and a height of seven feet (7') for that portion of the plant located over the sidewalk. Shade trees and plantings which project over any street or access road which may be used for emergency purposes, shall be trimmed to a height of thirteen feet six inches (13'6") from the grade of the street or access road.~~
6. Chain Link Fences. In addition to the limitations provided in 19.16.080.3 above, all chain link fences shall be constructed according to the following minimum standards: 11 gauge wire mesh, two inch line posts; three and one-half inch terminal and corner posts; and all posts to be spaced at not more than ten feet; all posts shall be placed in a concrete footing to a depth of not less than 18"; a top rail or tension wire; tension bars at corner and terminal posts; all parts are to be of galvanized steel. The minimum standards for the posts and the mesh may be required to be increased if slatting is also required.~~Where lots have double frontages, that area designated by the property owner as the rear yard may have a solid or view obstructing fence, wall, or hedge, not exceeding eight feet in height. Such fence, wall, or hedge, shall be no closer than at the sidewalk.~~
7. Temporary Fences. A temporary fence may be approved by the Director for the purpose of protecting or securing a site in conjunction with an active building permit, demolition permit, site clean-up permit, special event permit, or other similar type of permit. The duration of use shall be stated in the application for the applicable permit.~~A nonview obstructing fence not exceeding six feet in height may be erected in any front yard space, including those areas that are normally reserved for a clear view.~~
 - a. A temporary fence may be up to seven feet in height, may be located in all yards, and shall not block or impede public property or rights-of-way without express written approval from the Zoning Administrator.
8. All fences, hedges, and/or walls, and landscaping shall be compliant with clear view regulations as defined in 19.16.110.~~No fence, whether of wood, metal, masonry, or concrete, nor other obstruction including shrubbery, nor any combination of materials, shall be erected or maintained which blocks the access from a front yard through both sides to the rear yard.~~
9. No fence, whether of wood, metal, masonry, or concrete, nor other obstruction including shrubbery, nor any combination of materials, shall be erected or maintained which blocks the gated or through access from a front yard through both sides to the rear yard.
10. Construction of fences and retaining walls must meet applicable requirements of Title 15 of this Code. For construction of all fences or free standing walls over seven feet and retaining walls over six-four feet, and retaining walls, a building permit must be secured.
11. Vacant Lots. For the purpose of this section, it shall be presumed that a vacant lot shall contain a minimum front, side, and rear yard that are otherwise required by ordinance. In any required side and rear yard on vacant lots, the maximum height of fences or other similar structures shall be six feet.

12. Retaining Walls. Where a retaining wall protects a cut below or a fill above the natural grade and is located on the line separating lots, such retaining walls may be topped by a fence, wall, or of the same height that would otherwise be permitted at the location if no retaining wall existed.

13. Fences for uses such as tennis or sports courts which may be a maximum of 15' height if the fence meets all of the required setbacks for an accessory building in the zoning district in which it is located.

14. Residential Fencing Standards:

a. Front Yards:

i. In front yards, fencing height shall not exceed three feet for solid fences, and four feet for open style fences (from the building line to right-of-way), except for the following:

1. Patio enclosures for townhomes or multi-family residential uses (see Chapters 19.24 and 19.25).

ii. A gate entrance into the front yard from the street may be taller than the maximum height, and may include features such as an overhead trellis or cover feature, but in no case shall exceed nine feet.

b. Side and Rear Yards:

i. Fencing in interior side or rear yards shall not exceed a height of eight feet, excluding any corner side yard area.

c. Corner Lots:

i. In the corner side yard street fronting on a street area, a solid fence or wall located within the side setback is permitted provided the fence or wall does not exceed a maximum height of six feet, and shall be located outside of the minimum clear view as defined in 19.16.110.4, and is located behind the front plane of the primary building structure.

15. Commercial Fencing Standards:

a. Front Yards:

i. In front yards, fencing height shall not exceed three feet for solid fences, and four feet for open style (semi-transparent) fences (from the building line to right-of-way).

ii. A gate entrance into the front yard from the street may be taller than the maximum height, and may include features such as an overhead trellis or cover feature, but in no case shall exceed 12 feet.

iii. Fencing behind the minimum required eight-foot street-side landscape area may be greater than six feet along front yards and corner side yards.

b. Side and Rear Yards:

i. Fencing in interior side or rear yards shall not exceed a height of eight feet, excluding any corner side yard area.

ii. The Zoning Administrator may grant a special permit for fencing that screens utilities or intensive industrial uses in excess of eight feet.

c. Corner Lots:

- i. In the side yard front on a street, a solid fence or wall located within the side setback is permitted provided the fence or wall does not exceed a maximum height of six feet, and shall be located outside of the minimum clear view as defined in 19.16.110.4, and is located behind the front plane of the primary building structure.

16. Exceptions. The provisions of this Section shall not apply to fences required by state law to surround or enclose public utility installations, public schools, or other public buildings.

~~Clear view across corner property required. No obstruction to view will be permitted on that portion of a corner lot defined as the clear view area. Where curbs are installed, the clear view area shall include that portion of the corner lot lying within a triangular area formed by a diagonal line connecting lines located at the top back of the curbs extending from the intersection 30' on local and collector streets and 50' on arterials. Where one of the streets is a different classification the more stringent requirement will apply. Where no curb exists the clear view area shall include that portion of the corner lot lying within a triangular area formed by a diagonal line connecting lines located at the property/right of way line 20' from the intersection of said property/right of way line, except that this Section shall not prohibit the following within the triangular area:~~

1. ~~Gasoline service pumps when permitted in the zoning district;~~
2. ~~Permitted signs where only the minimum necessary supports are visible to a height of not less than ten feet;~~
3. ~~Plantings of shrubs, bushes, or trees which are trimmed or pruned so that the shrubs or bushes do not exceed the height of two feet above street level and so that trees are pruned clear of all branches between the ground and a height of six feet; and~~
4. ~~Nonview obstructing fences not exceeding six feet in height.~~
1. ~~**Vacant lots.** For the purpose of this Section, it shall be presumed that a vacant lot shall contain a minimum front, side, and rear yard that are otherwise required by ordinance. In any required side and rear yard on vacant lots, the maximum height of fences or other similar structures shall be six feet.~~
2. ~~**Grading, planting, or construction.** Any grading, planting, or construction that interferes with the vision of those using the streets, sidewalks, alleys, or driveways is prohibited.~~
3. ~~**Retaining walls.** Where a retaining wall protects a cut below or a fill above the natural grade and is located on the line separating lots, such retaining wall may be topped by a fence, wall, or hedge of the same height that would otherwise be permitted at the location if no retaining wall existed.~~
4. ~~**Barbed wire.** Fences containing strands of barbed wire are prohibited in all zoning districts excepting the agricultural zoning district, unless specifically approved by the Zoning Administrator.~~
5. ~~**Exceptions.** The provisions of this Section shall not apply to:~~
 1. ~~Fences required by state law to surround or enclose public utility installations, public schools, or other public buildings, or~~
 2. ~~Fences for uses such as tennis or sports courts which may be a maximum of 15' high if the fence meets all of the required setbacks for an accessory building in the zoning district in which it is located.~~

SECTION 16: Amendment. “19.16.090 Landscape Requirements for Arterial Streets and Collector Streets.”

A M E N D M E N T

19.16.090 Landscape Requirements for Arterial Streets and Collector Streets

1. The following provisions shall govern lots in the R-1 and R-2 zoning districts when they double face, with the rear yard backing onto or a side yard facing an arterial street and/or collector street. ~~In addition, where subdivision lots back onto an adjoining collector street, the landscaping provisions of this Section shall also apply.~~
2. A strip of land directly adjacent to the right-of-way line of the arterial street will be set aside to provide a buffer to enhance the arterial streetscape and mitigate the impacts of arterial streets adjacent to the rear or side of a lot.
 - a. This buffer shall be identified on the recordation plat in one of the following ways:
 - i. As a landscape easement; or
 - ii. As property owned in common by a homeowners association.
 - b. The buffer shall be at least five feet wide.
 - c. When the buffer is included in the required rear or side yard of the residential lot, the buffer shall be no wider than ten feet ~~(10')~~.
3. Landscaping requirements:
 - a. Trees shall be located on 20' centers within the buffer area. These trees shall be deciduous and on the City's list of recommended trees for park strips.
 - i. In the case where a lot is part of the subdivision and must face onto the arterial/collector street, the required buffer and landscape theme shall be continued along the front of the lot.
 - b. ~~A ground cover shall be provided that is pervious and discourages weed growth. The following planting design standards shall apply:~~
 - i. Buffer Type A standards provided in 19.16.040.6;
 - ii. Plant bed planting and design standards provided in 19.16.050;
 - iii. Park strip design standards provided in 19.16.070; and
 - iv. Street tree standards provided in 19.16.0750 shall apply.
 - c. A six foot solid fence shall be installed along the entire perimeter on the inside edge of the buffer area~~minimum of two shrubs shall be provided between the required trees.~~
 - i. For residential developments adjacent to Layton Parkway, a minimum eight foot decorative masonry wall shall be installed along the entire perimeter on the inside edge of the landscape buffer area. The design of the masonry wall shall be consistent with the existing wall design as approved by the City Engineer.

- d. Irrigation for the buffer area shall be provided either through a master meter or through separate irrigation systems provided from each lot along the edge of the buffer area. ~~A six foot solid or semi-private fence will be installed along the entire perimeter on the inside edge of the buffer area.~~
 - i. ~~For residential developments adjacent to Layton Parkway, a minimum eight foot decorative masonry wall shall be installed along the entire perimeter on the inside edge of the landscape buffer area. The design of the masonry wall shall be consistent with the existing wall design as approved by the City Engineer.~~
- e. ~~Irrigation for the buffer area shall be provided either through a master meter or through separate irrigation systems provided from each lot along the edge of the buffer area.~~ The sidewalk and park strip shall be incorporated into the buffer area and shall be subject to review and approval from the City Engineering Division for Layton City arterial streets or UDOT for state roads.
- f. ~~The sidewalk and park strip shall be incorporated into the buffer area and shall be subject to review and approval from the City Engineering Division for City arterial streets or UDOT for state roads.~~

4. **Installation and maintenance:**

- a. The developer shall be responsible for the installation of the buffer and must bond for the buffer improvements either with the overall subdivision or as a separate bond.
- b. The bond period for the landscape improvements may coincide with the bond period and extensions as outlined in Title 18.
- c. Following the bond release, a homeowners association shall be formed by the recordation and declarations providing for the collection of fees to maintain the buffer area. Maintenance of the buffer area shall also include the maintenance of the sidewalk and park strip area.
- d. Along major arterial streets and connecting collector streets that are linked to major entryways into the City, the City will have the option to assume responsibility for the maintenance of the streetscape area. In such a case, a one-year warranty shall be required to cover the planted material and the irrigation system and drawings for the irrigation system must be submitted and approved by the City.

SECTION 17: Adoption. “19.16.110 Clear View Requirements.”

19.16.110 Clear View Requirements

- 1. Grading, planting, or construction. Any grading, planting, or construction that interferes with the vision of those using the streets, sidewalks, alleys, or driveways is prohibited.
- 2. The following provisions shall govern the location of buildings, height and location of fences, walls, plant growth, or other obstructions to view, to promote safe circulation and minimize conflicts between vehicle, pedestrians and cyclists where streets, drives and walkways intersect:
 - a. Plant and Tree Pruning.

property/right-of-way line 20' from the intersection of said property/right-of-way line, except that this Section shall not prohibit the following within the triangular area:

- i. Gasoline service pumps when permitted in the zoning district;
- ii. Permitted signs where only the minimum necessary supports are visible to a height of not less than ten feet;
- iii. Plantings of shrubs, bushes, or trees which are trimmed or pruned so that the shrubs or bushes do not exceed the height of two feet above street level and so that trees are pruned clear of all branches between the ground and a height of six feet; and
- iv. Non-view obstructing fences not exceeding six feet in height.

SECTION 18: Amendment. “19.13.050 Development Plan Requirements For New Construction Of A Single Or Two-Family Dwelling In Layton City” of the Layton Municipal Code is hereby *amended* as follows:

A M E N D E M E N T

19.13.050 Development Plan Requirements For New Construction Of A Single Or Two-Family Dwelling In Layton City

Applications for new construction of a single-family or two-family dwelling in Layton City shall be accompanied by and shall comply with the following:

- 1. Appropriate application form and fees.
- 2. One copy of the development plan shall be required, which plan shall include a site plan and an architectural plan with appropriate drawings of adequate scale showing building materials, exterior elevations, and floor plans of all proposed structures.
- 3. The following design criteria shall be required:

...

g. ~~D~~Single family residential dwellings shall be provided with a two car garage having a minimum interior width of ~~12~~20' and constructed concurrently with the dwelling (see section 19.12.110).

...

SECTION 19: Amendment. “19.13.060 Development Plan Requirements for New Construction of an Undeveloped Site of Commercial/Industrial and Multi-Family Permitted and Conditional Uses, or Remodeling of Existing Structures” of the Layton Municipal Code is hereby *amended* as follows:

A M E N D E M E N T

19.13.060 Development Plan Requirements for New Construction of an Undeveloped Site of Commercial/Industrial and Multi-Family Permitted and Conditional Uses, or Remodeling of Existing Structures

Applications for new construction on an undeveloped site of permitted uses shall be accompanied by the following:

1. Appropriate application form and fees.
2. Ten copies of the development plan shall be required and shall include the following:

...

c. A landscape plan shall be submitted consistent with the landscape, fencing and clear view requirements provided in Chapter 19.16. ~~include plant location, type, size, and quantities.~~

...

3. The following design criteria shall be required:

...

e. If more than 50% of the required parking for a development is located between the structure and the public right-of-way, then there shall be an 800-300 square foot planter area for every 20 parking stalls. Said planter(s) shall be irrigated and have a minimum of two trees and other horticultural plantings. Said planters shall be dispersed throughout the parking area and not combined. This requirement is in addition to the minimum required landscaping for the underlying zoning district.

...

SECTION 20: Repealer Clause. All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 21: Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of the said ordinance.

SECTION 22: Effective date. This ordinance shall go into effect immediately upon adoption as noted below.

PASSED AND ADOPTED BY THE LAYTON CITY COUNCIL

_____.

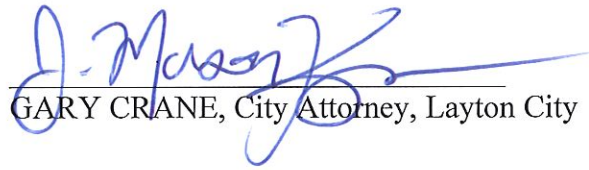
	AYE	NAY	ABSENT	ABSTAIN
Joy Petro	_____	_____	_____	_____
Tom Day	_____	_____	_____	_____
Dave Thomas	_____	_____	_____	_____
Zach Bloxham	_____	_____	_____	_____
Clint Morris	_____	_____	_____	_____
Dawn Fitzpatrick	_____	_____	_____	_____

Presiding Officer

Attest

JOY PETRO, Mayor, Layton City

KIMBERLY S READ, City Recorder
Layton City

for 

GARY CRANE, City Attorney, Layton City



CHAD WILKINSON, Community &
Economic Development Director, Layton
City

ORDINANCE 21-07
(Amendments to Landscaping, Fencing, Clearview and Associated Development Standards)

AN ORDINANCE REPEALING AND REENACTING TITLE 19, CHAPTER 19.16 “LANDSCAPING AND FENCING”; AND AMENDING CHAPTER 19.13, SECTION 19.13.050 “DEVELOPMENT PLAN REQUIREMENTS FOR NEW CONSTRUCTION OF A SINGLE OR TWO-FAMILY DWELLING IN LAYTON CITY” AND SECTION 19.13.060 “DEVELOPMENT PLAN REQUIREMENTS FOR NEW CONSTRUCTION OF AN UNDEVELOPED SITE OF COMMERCIAL/INDUSTRIAL AND MULTI-FAMILY PERMITTED AND CONDITIONAL USES, OR REMODELING OF EXISTING STRUCTURES” OF THE LAYTON MUNICIPAL CODE BY AMENDING LANDSCAPING, FENCING, CLEARVIEW AND ASSOCIATED DEVELOPMENT STANDARDS AND REGULATIONS; PROVIDING FOR REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE

WHEREAS, Layton City’s General Plan encourages water-wise landscaping and efficient use of land to help conserve limited water resources; and

WHEREAS, the City intends to increase awareness of water-wise best practices and provide water-wise landscape requirements for new development; and

WHEREAS, development standards associated with landscaping, fencing, clear view, and associated developmental elements are intended to be clear to applicants and City Staff for an improved development review process; and

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

WHEREAS, at the conclusion of the public hearing and upon making the necessary reviews, the City Council of Layton City finds it to be in the best interest of the health, safety, and welfare of its citizens to make the proposed amendments to Layton Municipal Code Title 19;

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

SECTION 1: Amendment. “19.16 Landscaping and Fencing” of the Layton Municipal Code is hereby *amended* as follows:

A M E N D M E N T

19.16 Landscaping and Fencing, Fencing and Clear View

SECTION 2: Repeal. “19.16.0-3 Table 16-1, 16-2, And 16-3 Landscaping/Fencing Matrix, Landscape Buffer, and Fencing” of the Layton Municipal Code is hereby *repealed*.

SECTION 3: Amendment. “19.16.010 Purpose.”

A M E N D M E N T

19.16.010 Purpose

The purpose of this Chapter is to promote the health, safety, and general welfare of the public by enhancing development and open space areas with landscaping and vegetation while encouraging efficient use of water. More specifically this Chapter functions to:

- Preserve and enhance the aesthetic quality of neighborhoods and commercial areas;
- Maintain and strengthen a positive visual identity of Layton City;
- Enhance the appearance of parking lots visible from public streets;
- Enhance and protect property values;
- Lessen the impact of noise, dust, debris, heat, wind, and air;
- Lessen the problems of motor vehicle light glare or other artificial light intrusions;
- Promote water efficient landscaping to conserve water and reduce demand for current and future water resources;
- Reduce the level of carbon dioxide created from automobiles and development and return pure oxygen to the atmosphere;
- Provide shade, reduce the heat island effect (reflective heat from impervious surfaces), and lessen energy consumption;
- Buffer and screen undesirable uses and appearances from adjacent properties;
- Reduce the rate and volume of storm water runoff, and enhance the quality of storm water runoff;
- Act as a natural drainage system and lessen drainage problems; and
- Promote healthy outdoor recreational activities.

Ord. No. 97-35, Recodified, 6/19/1997

Ord. No. 97-19, Enacted, 4/17/1997

Ord. No. 04-69, Recodified, 12/16/2004

SECTION 4: Amendment. “19.16.020 Application of Requirements”

A M E N D M E N T

19.16.020 Application of Requirements.

The requirements of this Chapter shall be considered a minimum, except in those cases where otherwise noted (i.e. specified ranges or specific numbers).

The requirements of this Chapter shall apply to both public and private development and shall take effect when building permits are required for the following situations:

1. All new construction on vacant parcels, expansions of existing uses, exterior remodeling, enlargement, or change of land use.
2. Any substantial modification to an existing site or structure in which the estimated construction cost is greater than \$ 75,000.00 in either a single application or any number of applications within a ten year period.
3. The following shall be exempt from the standards of this chapter:

- a. Agriculture structures associated with a bona fide agricultural use within an A Zone;
 - b. Minor improvements or repairs to existing development that do not result in an increase in floor area.
4. The required landscaping percentage shall be strictly followed; however, the Land Use Authority may reduce the percentage requirement through a landscape modification process. Exceptions shall be limited in their application and shall be based on the following criteria:
- a. There is a physical hardship associated with the property that results in a unique circumstance that does not generally apply to other similar properties.
 - b. The proposed reduction in landscape area shall be mitigated through enhanced landscaping improvements and/or the provision of amenity areas that exceed the minimum standards of this Chapter.
 - c. Exceptions shall not be granted for the sole reason of providing additional building area, increasing residential density on a property, or meeting the minimum off-street parking stall requirement.

Ord. No. 97-35, Recodified, 6/19/1997

Ord. No. 97-19, Enacted, 4/17/1997 Ord. No. 04-69, Recodified, 12/16/2004

HISTORY

Amended by Ord. 17-13 on 6/15/2017

SECTION 5: Amendment. “19.16.030 Completion of Required Improvements/Guarantees.”

A M E N D M E N T

19.16.030 Completion of Required Improvements/Guarantees.

1. The following completion standards apply to all commercial, industrial, mixed-use, multi-family, townhome, community use, PRUD developments, and common areas managed by a homeowner’s association or community association.
 - a. Landscaping, sprinkling systems, walls, fences, and/or screening structures, shall be installed in accordance with approved final site plan/development plan(s) prior to issuance of any occupancy permit. If the installation of any of these improvements cannot be completed due to weather or other circumstances beyond the control of the owner or developer, a Temporary Certificate of Occupancy may be issued if a Performance Security and Deferral Agreement is signed by the developer or owner which shall guarantee completion of all unfinished improvements. Such agreement shall be on a form provided by the City and shall be reviewed and approved by appropriate City staff. The agreement shall include the following:
 - i. Projects for which a landscape bond has not previously been required shall require a cash bond equivalent to 125% of the estimated cost of improvements shall be required.
 - ii. A time schedule for the completion of landscaping and fencing improvements shall be provided by the developer. In no case shall the allowed time exceed 180 days following the completion of building construction.

- b. If not completed at the time set forth in the agreement, the City will review the progress and may proceed to use the bond funds to make the landscaping and fencing improvements in accordance with the approved plan.
 - c. Ten percent of the bond shall be retained as an attrition bond by the City for an additional one year to verify that landscaping and trees survive, or to replace remaining landscaping features or plants that do not meet the standards of this Chapter.
 - d. Substantial installation changes that vary from the approved landscape plan shall require a resubmittal of or amendment to the approved landscape plan.
 - i. A minor change entails the substitution of a specified plant(s) for substitute plant(s) with similar water use requirements, or reasonable variation in the ground placement of a planting or from the landscape plan proposed location that meets the design intent of the landscape plan, as determined by the Zoning Administrator or designee.
2. Landscaping shall be completed for detached single family dwellings on individual lots within a period of one year for the front yard area and a period of two years for the rear yard area. The deadline for landscaping completion is measured from the time of final certificate of occupancy is issued as further described in 19.16.038.
- a. All landscaping areas on single family residential lots with slopes greater than ten percent shall be completed within a period of one year.

Ord. No. 97-35, Recodified, 6/19/1997

Ord. No. 97-19, Enacted, 4/17/1997

Ord. No. 04-69, Recodified, 12/16/2004

SECTION 6: Adoption. “19.16.035 Submission of Landscape Plans.”

19.16.035 Submission of Landscape Plans

- 1. General Landscape Plan Requirements.
 - a. Landscape plans for all commercial, industrial, mixed-use, multi-family, townhome, community use and PRUD developments, and common areas managed by a homeowner’s association or community association shall be prepared and stamped by a Licensed Landscape Architect registered with the State of Utah (common areas for residential developments).
 - b. Preliminary landscape plan(s) shall be submitted prior to, or included with, the submittal for a development plan or preliminary plat. Final landscape plan(s) shall be submitted following approval of preliminary landscape plan(s) with a final application.
 - c. Landscape plans and details shall be drawn to-scale and in a professional manner with credible representations of planting specifications and site features and shall include the following; a north arrow, all buildings, parking lots, streets, sidewalks, walkways, detention areas, existing vegetation, and utilities shall be shown for reference and orientation.
 - d. Landscape plans shall be of adequate size and detail so the decision making body can see the land area to be planted and the appearance of plantings at 75% of mature growth.

- e. Development Staff may reject plans which do not contain the minimum requirements outlined in this section.
2. Preliminary Landscape Plan. Preliminary landscape plans shall depict general ground coverage type (such as mulch, turf, or hardscape areas) and typical planting types (such as plant bed areas, turf areas, evergreen trees, or deciduous trees), with a summary of the area for each landscape surface type as a percentage of the total site.
 - a. Planting Schedule. The preliminary landscape plan shall be accompanied by a planting schedule that identifies the following:
 - i. Common name and scientific name of each plant species.
 - ii. The size and type of plant material to be installed.
 - iii. Identification of plant materials that are included on the Weber Basin Water Conservancy District (WBWCD) recommended plant list as required in 19.16.036.1.g.
 3. Final Landscape Plan. Final landscape plans shall include specific landscape surface types and areas, an irrigation installation plan, and the construction design and detailed specifications of fencing or other landscape structures or features.
 - a. The landscape plan shall include notation and description of post-construction soil scarification and soil amendment and tilling to be included as part of the landscape installation (see 19.16.036.1.h).
 - b. Tabulation showing the percentage of plants shown in the Weber Basin Water Conservancy District recommended plant list.
 - c. Irrigation Plan. The irrigation plan shall show the irrigation zones, sprinkler head locations, drip irrigation plan, and water mains and valves consistent with the final landscape plan design.
 - d. Owner Acknowledgement. The landscape plan shall include an owner acknowledgement stating that the project developer/owner representative approves of the landscape plan, and agrees to pay the required bond fee and complete landscape installation as required in this Chapter. The Owner Acknowledgement shall be signed and dated prior to approval of the final landscape plan.

SECTION 7: Adoption. “19.16.036 Plant Material Specification and Installation.”

19.16.036 Plant Material Specification And Installation.

1. Planting Design Standards. The following standards apply to all commercial, industrial, mixed-use, multi-family, townhome community use and PRUD developments, and common areas managed by a homeowner's association or community association:
 - a. The maximum percentage of turf grass (lawn) area applied to nonresidential uses, and townhome, multi-family, or mixed-use residential development landscape areas shall be

15%, except for additional turf grass area that may be applied to outdoor recreational use areas or a quasi-public facility or community use such as a cemetery.

- b. Turf grass area applied to single family residential use within a PRUD development shall be limited to 35% of the total landscape area of the lot.
- c. Turf grass shall not be installed in areas less than eight feet wide.
- d. Turf grass shall not be allowed in landscape buffers, parking lot landscaping and other planted bed landscape areas.
- e. Turf grass shall not be allowed on slopes with a grade over 25%.
- f. At least 80% of shrubs and ornamental grasses shall be planted and maintained in groupings of at least three to increase the microclimate shade area above plant root zones, and to provide a pleasing and balanced aesthetic of plant material massing in the landscape. Groupings may consist of straight rows, grids or triangulation planting patterns.
- g. Water-wise Plant Materials. At least 90% of the plants and trees specified for a project landscape plan shall be selected from the WBWCD recommended plant list [**LINK TO BE ADDED**]. These plant materials are suitable for the local climate with respect to temperature ranges and moderate to high drought tolerance.
- h. Soil Scarification, Soil Amendments, and Tilling.
 - i. Soil scarification, the process of breaking up soil by fracturing or tilling, is required to a depth of at least six inches to allow for water and air exchange in soil following site work compaction.
 - ii. Soil amendments (organic material) shall also be added and tilled into the soil to a minimum depth of six inches to increase organic content and improve water retention.
 - iii. Soil amendment type and quantity shall be recommended by the Landscape Architect (designer) based on a review of the soil conditions.
- i. All buildings shall incorporate plant beds with foundational plantings along elevations visible from street(s), except where pedestrian and loading access approaches require a paved surface, patio or walkway adjacent to the building.
 - i. The typical plant bed width shall be a minimum of three feet; the minimum plant bed width shall be one and a half feet for ornamental grasses, perennials, and ground covers, and one foot for planters for climbing vines.
 - ii. Plant beds may be substituted by planters and streetscape amenities as approved by the Zoning Administrator and detailed in Table 16-1, Footnote 5 - Urban Streetscape Alternative.
- j. Deciduous trees shall have a minimum two inch caliper trunk measured at a height of 48" and coniferous trees shall be balled and burlapped and a minimum of 48" in height. All heights to be measured from the finished landscape surface.

2. Irrigation Design Standards.

- a. Irrigation Controller. Landscaped areas shall be provided with a WaterSense labeled smart irrigation controller which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions. All controllers shall be equipped with automatic rain delay or rain shut-off capabilities (WBWCD).
- b. Each valve shall irrigate a landscape with similar site, slope and soil conditions, and plant materials with similar watering needs. Turf and non-turf areas shall be irrigated on separate valves. Drip emitters and sprinklers shall be placed on separate valves (WBWCD).
- c. Drip emitters or a bubblers shall be provided for each tree planted in landscape beds. Bubblers shall not exceed one and a half gallons per minute per device. Bubblers for trees shall be placed on a separate valve unless specifically exempted by the City due to the limited number of trees on the project site.
- d. Drip irrigation or bubblers shall be used to irrigate plants in all non-turf areas.
- e. Pop-up spray heads shall be at a minimum of four inches in height to clear turf.
- f. Sprinklers shall have matched precipitation rates with each control valve circuit.
- g. Sprinkler heads shall be attached to rigid lateral lines with flexible material (swing joints) to reduce potential for breakage.
- h. Valves with spray or stream sprinklers shall be scheduled to operate between 6 p.m. and 10 a.m. to reduce water loss from wind and evaporation.
- i. Valves shall be programmed for multiple repeat cycles where necessary to reduce runoff, particularly on slopes and soils with slow infiltration rates.

SECTION 8: Adoption. “19.16.037 Single Family Model Home Demonstration Landscaping.”

19.16.037 Single Family Model Home Demonstration Landscaping.

1. Homebuilders and/or developers subdividing lots and/or constructing new single-family residential homes shall offer a water-efficient landscaping option to prospective homebuyers, consistent with the standards provided in 19.16.035, 19.16.036, 19.16.050, and 19.16.070. The water-efficient landscaping option shall meet the Landscape Design Standards and Irrigation Design Standards of this ordinance, and the turf area shall not exceed 35% of the total landscaped area.
2. Homebuilders and/or developers who construct model homes for a designated subdivision shall have at least one model home with water-efficient landscaping, consistent with the standards outlined in number one above.
3. Model homes shall have landscaping and irrigation plans approved by the City Planning Department prior to issuance of building permits, for which no variance may be granted, and which meet the aforementioned requirements.

4. Model homes shall include an informational brochure on water-efficient landscaping to be obtained from the City Planning Department.
5. As of June 17, 2021, any Homeowners Association governing documents, such as bylaws, operating rules, covenants, conditions, and restrictions that govern the operation of a common interest development, are void and unenforceable if they:
 - a. Require the use of turf in landscape areas in a manner that is inconsistent with the requirements of this Chapter; or
 - b. Prohibit, or include conditions that have the effect of prohibiting, the use of water-conserving plants as a group; or
 - c. Have the effect of prohibiting or restricting compliance with this ordinance or other water conservation measures.

SECTION 9: Adoption. “19.16.038 Single Family Residential Landscaping Requirements.”

19.16.038 Single Family Residential Lot/Parcel Landscaping Requirements.

1. As required in 19.16.030.2, landscaping shall be completed for detached single family dwellings on individual lots within a period of one year for the front yard area and a period of two years for the rear yard area beginning at the time of final certificate of occupancy is issued.
 - a. Landscaping areas on single family residential lots with slopes greater than ten percent shall be completed within a period of one year.
 - b. Landscaping shall be installed in front yards between the front line of the house and the front property line along the entire width of the property, excluding the driveway. On corner lots, landscaping shall be installed in all areas between the property line and the side of the house between the front and rear property lines which are visible from the public right-of-way.
 - c. The net landscaped area in a front yard shall include:
 - i. A minimum of one tree;
 - ii. 50% coverage of plant materials using a combination of shrubs, annual plants, perennials plants, ground cover, and/or turf grass. Species, size, and placement of landscape elements shall be determined by the homeowner.
 - d. The following park strip design and landscaping standards shall apply:
 - i. No more than 50% of the park strip may be poured concrete or similar solid paving surface for driveway, walkway approaches, and vehicle drop off areas. Asphalt is not allowed in the park strip.
2. Where secondary water is not available, at the time the water supply line to a house is installed, the builder shall furnish and install a stop-and-waste valve with an access sleeve and capped mainline to the surface to facilitate future sprinkler system installation. The stop-and-waste valve

may also be located inside the home with a mainline extended to the exterior of the foundation wall and capped.

3. It is highly recommended, but not required, that single family residential properties install a water-wise landscape using the following elements:
 - a. Soil scarification and soil amendment as outlined in 19.16.036.1.i.
 - b. Irrigation design as outlined in 19.16.036.2.
 - c. Park strip design as outlined in 19.16.070.a and 19.16.075.
 - d. Turf grass should not exceed 35% of the lot landscape area and not placed in an area less than eight feet wide as outlined in 19.16.036.1.c.
 - e. 90% of plant materials should be water-wise as outlined in the WBWCD recommended plant list as outlined in 19.16.036.1.h.
 - f. Rock/bark mulch used in plat beds should have a depth of three to four inches to prevent weed growth and retain soil moisture as outlined in 19.16.050.2.

SECTION 10: Amendment. “19.16.040 Transitional Landscaping and Fencing.”

A M E N D M E N T

19.16.040 Transitional Landscaping and Fencing.

1. Landscape Transitional Buffers and Street Frontage Landscaping. Landscape buffers are intended to reduce the visual and sound impacts that may require mitigation between two or more land uses, and street frontage landscaping areas are intended to improve visual character along streets fronted by commercial or multi-family development. Table 16-1 provides standards for landscape buffer types required between specified uses, and street frontage landscaping areas.
2. Cross Access Exception to Landscape Buffer Requirement. Rear or side interior property boundaries of commercial, mixed-use, and multi-family parcels or lots do not require a landscape buffer when shared or cross access is provided between property parking areas. This provision is intended to improve vehicle and pedestrian circulation, and provide for shared or joint-use parking between uses as provided in Section 19.12.090.
3. Building Setbacks. Landscape buffers and street frontage landscaping areas refer to landscaping requirements only; see Tables 5-1 and 5-2 or specific zone district standards for applicable building setbacks including multi-family residential and mixed use development in Chapter 19.25 MU (MU/TOD), townhomes in 19.24 C-TH, and planned residential unit development (single family homes and townhomes) in 19.08 PRUD Overlay Zone.
4. Fencing shall be generally located between the required landscape buffer and the adjacent property, and shall comply with the standards provided in 19.06.080.
5. Street Frontage Landscaping Area. Landscaping is required along street fronting properties in the R-M, R-H, PB, B-RP, C, M, MU and MU-TOD zoning districts, with the exception of those areas necessary for pedestrian and vehicular access, of all public streets. This strip shall be

located between the edge of the sidewalk or public street right-of-way line where no sidewalk exists, and the parking area or structure.

6. Buffer Type A (Subdivision Arterial/Collector Street Buffer). This is applicable to single family residential subdivisions that back or side to arterial streets and collector streets (see section 19.16.090).
7. Buffer Type B (PRUD Parking Area/Shared Drive Buffer). This is applicable in PRUD developments where parking lots and drives are adjacent to single family residential uses (see section 19.08.090.7).
8. Buffer Type C or Buffer Type D is required when commercial, mixed-use, multi-family, townhome, or community use development is adjacent to all existing and future residential uses (other than mixed-use development) and community uses, except when the side or rear property boundary of residential development is a shared private drive or alley.
9. Buffer Type E (High Impact Mitigation Buffer). This is required for land uses and development features with high impact noise emissions adjacent to existing and future residential areas. Uses and development features considered to emit high noise levels include but are not limited to the following: Pet Services/Indoor Outdoor (see 19.14.100.11); Outdoor Contractor Storage Yard; Towing Services; truck loading areas adjacent to commercial buildings; mechanical exhaust equipment from interior industrial services; utility sub-stations or equivalent intensive uses; and development features as determined by the Land Use Authority.

Table 16-1 (Standards indicate a minimum landscaping or buffer width, fencing height, and tree spacing distance.) Trees shall be consistent with the requirements of Table 16-2 - Permitted Street Trees based on the width/depth of the landscaping/buffer area (LIMK TO BE ADDED).

TYPE	WIDTH and CONTEXT	SOLID FENCING	TREES ¹	GROUND SURFACE LANDSCAPING
S.F.	8' Street Frontage Landscaping Area ²	N/A	Deciduous or evergreen trees planted every 50' ³	Consistent with 19.16.150 Planting Design Standards and the requirements of this Chapter ²
A.	5' Arterial and collector street landscape buffer along single family residential subdivisions (see 19.16.090)	6' solid vinyl, wood, masonry, or similar material	Deciduous trees planted every 20'	Plant bed landscaping requirements apply
B.	6' Landscape buffer between parking lot areas, alleys or private drives in a PRUD adjacent to R-1 zones with single family residential uses	6' solid vinyl, wood, masonry, or similar material ⁴	Deciduous trees planted every 30'	Plant bed landscaping requirements apply

	(19.08.090.7)			
C.	8' Landscape buffer	6' solid vinyl, wood, masonry, or similar material ⁴ , or 8' masonry or similar material ⁵	Deciduous or evergreen trees planted every 25'	Plant bed landscaping requirements apply
D.	5' Landscape buffer	6' solid vinyl, wood, masonry, or similar material ⁴ , or 8' masonry or similar material ⁵	Columnar deciduous or evergreen trees planted every 20'	Plant bed landscaping requirements apply
E.	25' High impact land use mitigation landscape buffer (see 19.14.100.11)	8' masonry	Trees planted every 20', with at least 75% of trees as evergreens except as required in 19.14.100.11	Plant bed requirements apply, except that evergreen tree canopy may count towards landscape plant material cover area

Table 16-1 Footnotes:

1. The minimum height of all trees associated with landscape buffers shall be 20' at mature growth. The requirements of 19.16.075 Permitted Trees Within Park Strips And Along Frontages or comparable tree shape and root growth shall apply based on the comparable width of the Park Strip/landscape buffer and/or presence of power lines.
2. Urban Streetscape Alternative. Buildings in the MU, MU/TOD or commercial zones located close to the street with entrances connecting to the sidewalk may substitute landscape area for a wider sidewalk and streetscape consistent with a walkable urban environment for pedestrians (see Chapter 19.25 - MU/MUTOD streetscape requirements).
 - A streetscape design shall be proposed with the Landscape Plan and submitted for review by Development Staff. The design shall demonstrate placement of streetscape amenities such as street trees with grate covers, street furniture, planters, bike racks, and space for outdoor activities or displays.
 - Street trees shall be planted every 30' under this alternative.
 - Plant materials shall be incorporated along at least 40% of the street-fronting building foundation in plant beds or planters to soften the hardscape edge between a sidewalk or patio and the building frontage. This requirement may be waived by the Zoning Administrator where outdoor seating, bike racks, display areas, or other amenities may be provided.
3. Trees planted every 50' or portion thereof greater than 25'. The Zoning Administrator may approve clustering of trees in special circumstances including but not limited to preserving clear view areas, eliminating conflicts with utilities, etc.

4. Six Foot Masonry Fence Requirements. A six foot masonry fence shall be required for the following specific uses and development features when adjacent to existing and future single family residential uses:

- Drives or alleys accessing rear garages of townhome or multi-family buildings that may also include parallel parking spaces on one side of the drive (does not apply when the alley is shared between townhome or multi-family and single family residential uses).

5. Eight Foot Masonry Fence Requirements. An eight foot masonry fence shall be required for the following uses and development features that are adjacent to existing and future single family residential uses:

- Commercial or multi-family parking lot(s) serving more than 24 vehicles, not including drives or alleys accessing rear garages that may include parallel parking spaces;
- Commercial or mixed-use truck loading areas;
- Outdoor recreation areas, associated with multi-family residential or townhome development designed for the congregation of more than ten individuals at one time; or
- Equivalent intensive uses and development features as determined by the Land Use Authority.

SECTION 11: Amendment. “19.16.050 Landscape Plant Bed Areas.”

A M E N D M E N T

19.16.050 Landscape Plant Bed Areas

The following standards apply to all commercial, industrial, mixed-use, multi-family, townhome, community use, PRUD developments, and common areas managed by a homeowner's association or community association.

1. Landscape planting bed areas shall contain plant materials that cover at least 50% of the landscape surface at mature growth.
 - a. When calculating plant coverage percentage areas, plants may be measured at mature spread, including coniferous trees with branches that clear no more than 30" above the ground. Deciduous trees shall not be included in plant coverage calculation.
 - b. Plants shall conform with clear view requirements provided in section 19.16.110.
2. When applying rock or bark mulch into a plant bed or park strip, the minimum depth shall be at least three inches to minimize weed growth and to maximize moisture retention in soil.
 - a. If landscape fabric is used, it shall be heavy duty with a minimum five-ounce thickness, applied beneath mulch areas in plant beds, installed so that edges are not visible.
 - b. Only one type of bark or rock mulch material shall be allowed in a landscape bed area, unless separated by a durable curb material with sufficient thickness to maintain separation between mulch types.

SECTION 12: Repeal. “19.16.060 Street Frontage Landscape.”

SECTION 13: Amendment. “19.16.070 Landscaped Park Strip.”

A M E N D M E N T

19.16.070 Landscaped Park Strip

The following standards apply to all commercial, industrial, mixed-use, multi-family, townhome, community use, PRUD developments, and common areas managed by a homeowner's association or community association.

The planted landscape strip (park strip) between any public or private street and fronting property is the area between the sidewalk and the street-side back of curb.

Park strip areas shall be landscaped with plantings permitted by this Chapter.

Perpetual maintenance of the surface materials and plant materials in the park strip shall be the responsibility of the abutting property owner.

Park strip landscaping shall not be counted as part of the required percentage of landscaping for each private property.

1. **Street Tree Requirements.** Street trees shall be planted within the park strip, or if no park strip exists, on the property next to the public right-of-way or public/private street edge (landscape frontage), in accordance with the following:
 - a. Street trees shall be planted within park strips or on the adjacent property within ten feet of the public right-of-way. Street trees shall not be planted within a park strip that is less than four and a half feet in width.
 - b. Street trees shall be planted along both sides of all streets every 30' on center; spacing of the trees may vary; the maximum spacing is 40'.
 - c. Street trees shall be selected in accordance with the Permitted Trees within Park Strips and along Frontages, section 19.16.075.
 - d. In the event that any of the trees or shrubs die or do not adequately grow, they shall be promptly replaced to perpetually remain in compliance with the approved landscape plan.
 - e. Street trees shall be planted no closer than five feet from any culinary or secondary water lines, and no closer than 20' of street light standards.
 - f. Tree species shall vary along block faces to create a unique street identity, to provide visual variety, and to promote the health of the City's urban forestry.
 - g. Where buildings are allowed closer to streets, street trees shall be designed, specified, and planted with sufficient spacing from buildings to prevent negative impact from tree branches at mature growth.
2. **Park Strip Planting and Landscaping Requirements.** The street tree standards provided in section 19.16.075 and plant bed planting and design standards provided in section 19.16.050 shall apply to park strip areas in addition to the following park strip area requirements:

- a. Residential and commercial park strips shall be planted with live plant material to a minimum of 50% coverage of landscape area with plant foliage at mature growth, in accordance with the following additional design standards:
 - i. Shrubs and other plant material located within the park strip shall not exceed two feet in height at maturity.
 - ii. Potentially hazardous plant material and/or containing thorns or spikes shall be prohibited.
 - b. To prevent mulch from spreading onto sidewalks or street areas, bark/wood mulch and pea gravel or similar rock mulch less than a minimum sorted size of one inch, shall not be allowed in the park strip or adjacent to a street or sidewalk, except for the following:
 - i. Rock mulch of the same type, color and texture may include a variety of cobble sizes; or
 - ii. Crushed aggregate fines intended for pathway, outdoor patio surfaces, or similar application may be applied.
 - c. Decorative boulders and similar features shall be less than 18" in height.
3. No more than 50% of the park strip may be poured concrete or similar solid paving surface for driveway, walkway approaches, and vehicle drop off areas. Asphalt is not allowed in the park strip. The park strip may be paved by more than 50% and incorporate tree wells and planters when directly fronted by commercial or mixed-use buildings (see Table 16-2 (LINK TO BE ADDED), Footnote 5, Urban Streetscape Alternative).

SECTION 14: Amendment. "19.16.075 Permitted Trees Within Park Strips and Along Frontages."

A M E N D M E N T

19.16.075 Permitted Trees Within Park Strips and Along Frontages

1. The planting of any tree within a park strip shall be done in compliance with the following:
 - a. The tree shall be planted so it is centered between the curb and sidewalk;
 - b. The tree shall be located so as not to violate the clear view requirements of this Title;
 - c. The tree to be planted shall be a tree listed in Table 16-2 (LINK TO BE ADDED) and designated based on the width of the park strip;
 - d. The tree shall be maintained to ensure proper clearance above the sidewalk and street, distance from overhead power lines, and so that its growth does not damage public improvements, such as curb, gutter, and sidewalk; and
 - e. Before planting of trees the adjacent property owner shall contact blue stakes or a utility locating company to locate underground utilities within the park strip.
2. The planting or maintaining of a tree in accordance with this section does not alleviate the property owner of the liability or responsibility of any damage caused to public improvements or any other responsibility of owning or having control over the property on which the tree is located. Property owners are responsible for the damage caused to public improvements by

vegetation on their property or planted by them. The maintenance and correction process is addressed in Chapter 12.28 of the Layton Municipal Code.

3. If a person wishes the City to consider the addition of a tree to Table 16-2 (LINK TO BE ADDED), such request is to be in writing to the Director of the Community and Economic Development Department. The writing must contain sufficient detail and information regarding the tree and illustrate its comparable nature to the trees currently on the list. The Director or designee will notify the person of the decision. If the request is denied, the person can file an appeal of that decision to the City Manager within ten days of the denial. The City Manager will review the Department's decision to determine whether that decision is supported by substantial evidence. Based on that standard, the City Manager may affirm, modify, or reverse the Department's decision. The City Manager's decision is final.

SECTION 15: Amendment. “19.16.080 Fencing Requirements.”

A M E N D M E N T

19.16.080 Fence Requirements

Fences and Walls. This section is provided to create minimum and maximum fencing standards for residential, commercial, mixed-use, and community use areas within Layton City. These standards are applicable to all public and private development, unless otherwise specifically stated.

1. Fence Maintenance. All fencing shall be continually maintained in structurally sound, plumb, and safe condition, including appropriate and regular maintenance of the fence surfaces, by the property owners abutting fence.
 - a. Repairs and patching shall consist of similar fencing materials and shall blend with the fence.
 - b. If a fence or wall is more than 20 degrees beyond plumb or determined so by the Chief Building Official, it shall be considered structurally unsafe.
 - c. Graffiti shall be removed within 48 hours.
2. Fence Height Measurement.
 - a. Fence height shall be measured from the finished grade to the highest point of the fence. "Finished grade" means the average finished grade of the property nearest the fence.
 - b. Fence posts, gate posts, pillars, and support columns may extend 12" above the maximum fence height when separated by at least six feet of fencing.
 - c. Grade Differential. In instances where there is a grade differential along a property line separating two lots as a result of a retaining wall or topographic feature, a fence, wall, or other permitted screening device may be erected to the maximum height permitted on either side of the property line. Also, in instances where a fence runs along a sloped property line, a pre-manufactured rectangular fence panel of up to ten feet in length or less may be installed horizontally to vertical posts such that one end of the panel is at grade level, and the other end is no more than two-tenths of a foot above grade level for each linear foot of fence panel. The area beneath the bottom of the fence and the ground may be filled or remain open, and the panel height may be the maximum permitted on either side of the property line.

- d. Fencing Height Transition. Where fencing height differences may occur at intersections or along the continuous alignment of a fencing course, a transition from one fencing height to the other may be constructed as an exception to the maximum fence height at such locations.
3. Prohibited Fences.
 - a. Razor wire;
 - b. Electrically charged fencing, unless associated with an agricultural operation and in conformity with safe practices;
 - c. Highly reflective or metallic fencing or wall materials;
 - d. Tarps, stacked debris or similar materials are not permitted as fencing or wall material; or;
 - e. Barbed wire, unless associated with an agricultural operation.
 - i. Barbed wire. Fences containing strands of barbed wire are prohibited in all zoning districts excepting the agricultural zoning district, unless specifically approved by the Zoning Administrator for security purposes.
4. Fence or Wall Structural Design. A building permit and engineering specifications are required for a fence over seven feet in height, or as required by the current version of the International Building Code or International Residential Code. A building permit is required for all retaining walls four feet in height or greater (measured from the bottom of the foundation to the top of the wall) and must be designed by a licensed professional engineer in the state of Utah.
 - a. Any wall or fence that is required by the Land Use Authority or City Staff shall be installed according to the manufacturer's specifications or in accordance with best engineering practices. Any masonry wall that is required over four feet in height shall be certified as structurally sound by an engineer licensed to practice in the state of Utah.
5. In certain unusual circumstances of topography, or to alleviate certain specific problems, i.e., the blocking of glare, muting of noise, etc., the Land Use Authority may require the use of an earth berm or more specialized fence material or fence height in lieu of, or in combination with, any of the fence types set forth in the Transitional Landscaping Buffers (see 19.16.040).
6. Chain Link Fences. In addition to the limitations provided in 19.16.080.3 above, all chain link fences shall be constructed according to the following minimum standards: 11 gauge wire mesh, two inch line posts; three and one-half inch terminal and corner posts; and all posts to be spaced at not more than ten feet; all posts shall be placed in a concrete footing to a depth of not less than 18"; a top rail or tension wire; tension bars at corner and terminal posts; all parts are to be of galvanized steel. The minimum standards for the posts and the mesh may be required to be increased if slatting is also required.
7. Temporary Fences. A temporary fence may be approved by the Director for the purpose of protecting or securing a site in conjunction with an active building permit, demolition permit, site clean-up permit, special event permit, or other similar type of permit. The duration of use shall be stated in the application for the applicable permit.
 - a. A temporary fence may be up to seven feet in height, may be located in all yards, and shall not block or impede public property or right-of-way without express written approval from the Zoning Administrator.

8. All fences, hedges, and/or walls and landscaping shall be compliant with clear view regulations as defined in 19.16.110.
9. No fence, whether of wood, metal, masonry, or concrete, nor other obstruction including shrubbery, nor any combination of materials, shall be erected or maintained which blocks gated or through-access from a front yard through both sides to the rear yard.
10. Construction of fences and retaining walls must meet applicable requirements of Title 15 of this Code. For construction of all fences or free standing walls over seven feet and retaining walls over four feet, a building permit must be secured.
11. Vacant Lots. For the purpose of this section, it shall be presumed that a vacant lot shall contain a minimum front, side, and rear yard that are otherwise required by ordinance. In any required side and rear yard on vacant lots, the maximum height of fences or other similar structures shall be six feet.
12. Retaining Walls. Where a retaining wall protects a cut below or a fill above the natural grade and is located on the line separating lots, such retaining walls may be topped by a fence, wall, or of the same height that would otherwise be permitted at the location if no retaining wall existed.
13. Fences for uses such as tennis or sports courts which may be a maximum of 15' height if the fence meets all of the required setbacks for an accessory building in the zoning district in which it is located.
14. Residential Fencing Standards:
 - a. Front Yards:
 - i. In front yards, fencing height shall not exceed three feet for solid fences, and four feet for open style fences (from the building line to right-of-way), except for the following:
 1. Patio enclosures for townhomes or multi-family residential uses (see Chapters 19.24 and 19.25).
 - ii. A gate entrance into the front yard from the street may be taller than the maximum height, and may include features such as an overhead trellis or cover feature, but in no case shall exceed nine feet.
 - b. Side and Rear Yards:
 - i. Fencing in interior side or rear yards shall not exceed a height of eight feet, excluding any corner side yard area.
 - c. Corner Lots:
 - i. In the corner side yard street fronting area, a solid fence or wall located within the side setback is permitted provided the fence or wall does not exceed a maximum height of six feet, and shall be located outside of the minimum clear view as defined in 19.16.110.4, and is located behind the front plane of the primary building structure.
15. Commercial Fencing Standards:
 - a. Front Yards:

- i. In front yards, fencing height shall not exceed three feet for solid fences, and four feet for open style (semi-transparent) fences (from the building line to right-of-way).
 - ii. A gate entrance into the front yard from the street may be taller than the maximum height, and may include features such as an overhead trellis or cover feature, but in no case shall exceed 12 feet.
 - iii. Fencing behind the minimum required eight-foot street-side landscape area may be greater than six feet along front yards and corner side yards.
- b. Side and Rear Yards:
 - i. Fencing in interior side or rear yards shall not exceed a height of eight feet, excluding any corner side yard area.
 - ii. The Zoning Administrator may grant a special permit for fencing that screens utilities or intensive industrial uses in excess of eight feet.
- c. Corner Lots:
 - i. In the side yard front on a street, a solid fence or wall located within the side setback is permitted provided the fence or wall does not exceed a maximum height of six feet, and shall be located outside of the minimum clear view as defined in 19.16.110.4, and is located behind the front plane of the primary building structure.

16. Exceptions. The provisions of this Section shall not apply to: fences required by state law to surround or enclose public utility installations, public schools, or other public buildings.

SECTION 16: Amendment. “19.16.090 Landscape Requirements for Arterial Streets and Collector Streets.”

A M E N D M E N T

19.16.090 Landscape Requirements for Arterial Streets and Collector Streets

1. The following provisions shall govern lots in the R-1 and R-2 zoning districts when they double face, with the rear yard backing onto or a side yard facing an arterial street and/or collector street.
2. A strip of land directly adjacent to the right-of-way line of the arterial street will be set aside to provide a buffer to enhance the arterial streetscape and mitigate the impacts of arterial streets adjacent to the rear or side of a lot.
 - a. This buffer shall be identified on the recordation plat in one of the following ways:
 - i. As a landscape easement; or
 - ii. As property owned in common by a homeowners association.
 - b. The buffer shall be at least five feet wide.
 - c. When the buffer is included in the required rear or side yard of the residential lot, the buffer shall be no wider than ten feet.
3. Landscaping requirements:

- a. Trees shall be located on 20' centers within the buffer area. These trees shall be deciduous and on the City's list of recommended trees for park strips.
 - i. In the case where a lot is part of the subdivision and must face onto the arterial/collector street, the required buffer and landscape theme shall be continued along the front of the lot.
- b. The following planting design standards shall apply:
 - i. Buffer Type A standards provided in 19.16.040.6;
 - ii. Standards provided in 19.16.050;
 - iii. Standards provided in 19.16.070; and
 - iv. Standards provided in 19.16.075.
- c. A six foot solid fence shall be installed along the entire perimeter on the inside edge of the buffer area.
 - i. For residential developments adjacent to Layton Parkway, a minimum eight foot decorative masonry wall shall be installed along the entire perimeter on the inside edge of the landscape buffer area. The design of the masonry wall shall be consistent with the existing wall design as approved by the City Engineer.
- d. Irrigation for the buffer area shall be provided either through a master meter or through separate irrigation systems provided from each lot along the edge of the buffer area.
- e. The sidewalk and park strip shall be incorporated into the buffer area and shall be subject to review and approval from the City Engineering Division for Layton City arterial streets or UDOT for state roads.

4. Installation and maintenance:

- a. The developer shall be responsible for the installation of the buffer and must bond for the buffer improvements either with the overall subdivision or as a separate bond.
- b. The bond period for the landscape improvements may coincide with the bond period and extensions as outlined in Title 18.
- c. Following the bond release, a homeowners association shall be formed by the recordation and declarations providing for the collection of fees to maintain the buffer area. Maintenance of the buffer area shall also include the maintenance of the sidewalk and park strip area.
- d. Along major arterial streets and connecting collector streets that are linked to major entryways into the City, the City will have the option to assume responsibility for the maintenance of the streetscape area. In such a case, a one-year warranty shall be required to cover the planted material and the irrigation system and drawings for the irrigation system must be submitted and approved by the City.

SECTION 17: Adoption. "19.16.110 Clear View Requirements."

19.16.110 Clear View Requirements

1. Grading, planting, or construction. Any grading, planting, or construction that interferes with the vision of those using the streets, sidewalks, alleys, or driveways is prohibited.
2. The following provisions shall govern the location of buildings, height and location of fences, walls, plant growth, or other obstructions to view, to promote safe circulation and minimize conflicts between vehicle, pedestrians and cyclists where streets, drives and walkways intersect:
 - a. Plant and Tree Pruning.
 - i. Shade trees or other plantings which project over any sidewalk shall be pruned clear of all branches between the ground and a height of seven feet for that portion of the plant located over the sidewalk.
 - ii. Shade trees and plantings which project over any street or access road which may be used for emergency purposes, shall be trimmed to a height of 13' 6" from the grade of the street or access road.
 - b. Clear View Area for Driveways. The clear view area for the intersection of a drive approach and a public street or private street shall be located in the triangular areas bounded by lines drawn from a point on the driveway edge and the street right-of-way, measured as follows:
 - i. From the point of intersection of the driveway edge and the street right-of-way, measuring 20' along the property line away from the driveway (or 30' when intersecting with a collector or arterial street), and ten feet along the edge of the driveway in toward the property. A line is then drawn from the termini of the two lines that extends along the same angle to the back of street curb forming a triangle. This is required on both sides of the driveway. Within the triangles and the area between them, the following shall apply:
 1. No view obstructing fence, wall, hedge, or planting exceeding three feet in height above the level of the sidewalk.
 2. Non-view obstructing fences (75% open) not exceeding six feet in height may also be allowed in this area.
 3. The City Engineer and Zoning Administrator or their designees may require additional clear view area based on sight distance visibility associated with the horizontal or vertical curves of the intersecting street.
3. Clear View for Buildings and Development Required.
 - a. No view obstructing fence, wall, hedge, or planting exceeding two feet in height above the level of the sidewalk, shall be located in the triangular area bounded by lines drawn from a point on the centerline of the driveway setback 15' from the front property line, to points at the property line in front of the property, 30' either side of the centerline of the driveway for local and local collectors, and 50' on collectors and arterials. Except that shade trees may be located or maintained in such area in excess of the height provided the same are pruned clear of all branches between the ground and a height of six feet. Non-view obstructing fences (75% open) not exceeding six feet in height may also be allowed in this area.
4. Clear View Across Corner Property Required.
 - a. No obstruction to view will be permitted on that portion of a corner lot defined as the clear view area.

- b. Where curbs are installed, the clear view area shall include that portion of the corner lot lying within a triangular area formed by a diagonal line connecting lines located at the top back of the curbs (or edge of street, drive, or alley) extending from the intersection 30' on local and collector streets and 50' on arterials. Where one of the streets is a different classification the more stringent requirement will apply.
- c. Where no curb exists the clear view area shall include that portion of the corner lot lying within a triangular area formed by a diagonal line connecting lines located at the property/right-of-way line 20' from the intersection of said property/right-of-way line, except that this Section shall not prohibit the following within the triangular area:
 - i. Gasoline service pumps when permitted in the zoning district;
 - ii. Permitted signs where only the minimum necessary supports are visible to a height of not less than ten feet;
 - iii. Plantings of shrubs, bushes, or trees which are trimmed or pruned so that the shrubs or bushes do not exceed the height of two feet above street level and so that trees are pruned clear of all branches between the ground and a height of six feet; and
 - iv. Non-view obstructing fences not exceeding six feet in height.

SECTION 18: Amendment. “19.13.050 Development Plan Requirements For New Construction Of A Single Or Two-Family Dwelling In Layton City” of the Layton Municipal Code is hereby *amended* as follows:

A M E N D E M E N T

19.13.050 Development Plan Requirements For New Construction Of A Single Or Two-Family Dwelling In Layton City

Applications for new construction of a single-family or two-family dwelling in Layton City shall be accompanied by and shall comply with the following:

1. Appropriate application form and fees.
2. One copy of the development plan shall be required, which plan shall include a site plan and an architectural plan with appropriate drawings of adequate scale showing building materials, exterior elevations, and floor plans of all proposed structures.
3. The following design criteria shall be required:

...

g. Single family residential dwellings shall be provided with a two car garage having a minimum interior width of 20' and constructed concurrently with the dwelling (see section 19.12.110).

...

SECTION 19: Amendment. “19.13.060 Development Plan Requirements for New Construction of an Undeveloped Site of Commercial/Industrial and Multi-Family Permitted and Conditional Uses, or Remodeling of Existing Structures” of the Layton Municipal Code is hereby *amended* as follows:

A M E N D E M E N T

19.13.060 Development Plan Requirements for New Construction of an Undeveloped Site of Commercial/Industrial and Multi-Family Permitted and Conditional Uses, or Remodeling of Existing Structures

Applications for new construction on an undeveloped site of permitted uses shall be accompanied by the following:

1. Appropriate application form and fees.
2. Ten copies of the development plan shall be required and shall include the following:
...
 - c. A landscape plan shall be submitted consistent with the landscape, fencing and clear view requirements provided in Chapter 19.16.
...
3. The following design criteria shall be required:
...
 - e. If more than 50% of the required parking for a development is located between the structure and the public right-of-way, then there shall be a 300 square foot planter area for every 20 parking stalls. Said planter(s) shall be irrigated and have a minimum of two trees and other horticultural plantings. Said planters shall be dispersed throughout the parking area and not combined. This requirement is in addition to the minimum required landscaping for the underlying zoning district.
...

SECTION 20: Repealer Clause. All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 21: Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of the said ordinance.

SECTION 22: Effective date. This ordinance shall go into effect immediately upon adoption as noted below.

PASSED AND ADOPTED BY THE LAYTON CITY COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Joy Petro	_____	_____	_____	_____
Tom Day	_____	_____	_____	_____
Dave Thomas	_____	_____	_____	_____
Zach Bloxham	_____	_____	_____	_____
Clint Morris	_____	_____	_____	_____
Dawn Fitzpatrick	_____	_____	_____	_____

Presiding Officer

Attest

JOY PETRO, Mayor, Layton City

KIMBERLY S READ, City Recorder
Layton City

For 

GARY CRANE, City Attorney, Layton City



CHAD WILKINSON, Community &
Economic Development Director, Layton
City

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

Item Number: 6.C.

Subject:

Development Agreement Amendment and Rezone Requests – 694 W Antelope Dr. Rezone and 2098 N 700 W Rezone – from B-RP (Business and Research Park) to CP-1 (Planned Neighborhood Commercial) Zone District Areas – Resolution 21-30, Ordinance 21-16, and Ordinance 21-17 - Approximately 694 W Antelope Dr. and 2098 N 700 W

Background:

The proposed zone map amendment includes two distinct properties and is sponsored by two applicants. The proposal includes a petition to rezone a 1.15-acre parcel located at approximately 694 W Antelope Drive (parcel 09-371-0004), and a separate petition to rezone a 0.74 acre portion of parcel 09-422-0101 located at approximately 2098 N 700 W.

The total area proposed for rezone from B-RP (Business and Research Park) to C-P1 (Planned Neighborhood Commercial) is 1.89 acres. These properties are located between Antelope Drive and approximately 2098 North along 700 West in the Harris Pointe commercial subdivision.

Parcel 09-371-0004 at the corner of Antelope Drive includes an existing restaurant that is proposed to be redeveloped into a new drive-through and sit-down fast-food restaurant. The applicant for this property is James Powell representing the property ownership entity ‘CIG Layton LLC’.

The north parcel includes two existing commercial buildings fronting 700 West, including the Rod Works / Dollar Cuts building on the southwest corner (2058 N Harris Boulevard), and David’s Bridal located at the northwest corner (2098 N Harris Boulevard). The applicant for this property is Garrett Goff with Garn Development representing the property ownership entity ‘Layton Antelope LLC.’ The applicant is proposing a development concept on this parcel that includes two additional fast food restaurants and a hotel.

The rezone request includes a proposal to amend the current Development Agreement and concept plan to accommodate the proposed new development.

Alternatives:

Alternatives to the First Motion: Alternatives are to 1) Adopt Resolution 21-30, approving the amended Development Agreement for Layton Antelope LLC and CIG Layton LLC; 2) Adopt Resolution 21-30, approving the amended Development Agreement with modifications; or 3) Not adopt Resolution 21-30, denying the proposed amended Development Agreement.

Alternatives to the Second Motion: Alternatives are to 1) Adopt Ordinance 21-16, approving the rezone request from B-RP to CP-1 for the property located at approximately 694 W Antelope Drive; or 2) Not adopt Ordinance 21-16, denying the rezone request from B-RP to CP-1.

Alternatives to the Third Motion: Alternatives are to 1) Adopt Ordinance 21-17, approving the rezone request from B-RP to CP-1 for the property located at approximately 2098 N 700 W; or 2) Not adopt Ordinance 21-16, denying the rezone request from B-RP to CP-1.

Recommendation:

On May 25, 2021, the Planning Commission voted unanimously to forward a positive recommendation to the City Council to approve the rezone requests from B-RP to CP-1, subject to the Council approving an amended Development Agreement and concept plan that mitigates potential impacts as outlined in the Staff report. This recommendation is based on consistency with the current General Plan's land use designation for this property.

Staff supports the recommendation of the Planning Commission, and recommends that the City Council adopt Resolution 21-30, approving the Development Agreement amendment, adopt Ordinances 21-16 and 21-17 approving the rezone requests from B-RP to CP-1, subject to the City Council approving the applicants' proposed Development Agreement and concept plan modifications. This recommendation is based on consistency with the current General Plan land use designation of Urban District for this property.

RESOLUTION 21-30

**ADOPTING AN AMENDED AGREEMENT FOR THE DEVELOPMENT OF
LAND BETWEEN LAYTON CITY AND
LAYTON ANTELOPE LLC AND CIG LAYTON LLC**

WHEREAS, Layton City and LAYTON ANTELOPE LLC AND CIG LAYTON LLC (“Owners”) are developing certain properties located at approximately 694 West Antelope Drive and 2098 North Harris Boulevard (“Development Area”) in Layton City; and

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

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

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

1. The agreement entitled “Fifth Amended Agreement for the Development of Land between Layton City and Layton Antelope LLC and CIG Layton LLC, IREIT Layton Pointe LLC, and Midtown Courts Homeowners Association Inc.” is hereby adopted and approved.

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

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

JOY PETRO, Mayor

ATTEST:

KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

SUBMITTING DEPARTMENT:



GARY CRANE, City Attorney



CHAD WILKINSON, Director
Community & Economic Development

**FIFTH AMENDED AGREEMENT FOR THE DEVELOPMENT OF LAND BETWEEN
LAYTON CITY AND LAYTON ANTELOPE LLC AND CIG LAYTON LCC, IREIT LAYTON
POINTE LLC, AND MIDTOWN COURTS HOMEOWNERS ASSOCIATION INC.
(Approximately 700 West through 800 West Antelope Drive, North Side)**

THIS AMENDED AGREEMENT for the development of land (hereinafter referred to as this "Agreement") is made and entered into this ___ day of _____, 2021, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and LAYTON ANTELOPE LLC AND CIG LAYTON LCC (hereinafter referred to as "Owners"). City and Owners collectively referred to as the "Parties" and separately as "Party".

RECITALS

WHEREAS, in furtherance of the objectives of the Layton City General Plan, on the 7th day of August, 1997, the City approved an application for a zone change from the zoning of A (Agriculture) and PB (Professional Office) to CP-1 (Planned Neighborhood Commercial) and B-RP (Business and Research Park), of certain property located at approximately 700 West through 800 West on the north side of Antelope Drive in Layton City (hereinafter the "Subject Area"); and

WHEREAS, the overall Subject Area as depicted on Exhibit "A" attached hereto consists of approximately 22.53 acres, including approximately 12.69 Acres (parcel 09-371-0001) belonging to IREIT LAYTON POINTE LLC, approximately 3.36 Acres (parcels 09-430-0001 through parcel 09-430-0061) belonging to members of the MIDTOWN COURTS HOMEOWNERS ASSOCIATION INC, approximately 4.29 Acres (parcel 09-422-0101) belonging to LAYTON ANTELOPE LLC and approximately 1.15 Acres (parcel 09-371-0004) belonging to CIG LAYTON LLC.

WHEREAS, the City previously considered and granted an application for a zone change affecting approximately 12.00 acres of the Subject Area from the former zoning of B-RP (Business and Research Park) to CP-1 (Planned Neighborhood Commercial) as depicted in Exhibit "A" as amended on December 22, 2008; and

WHEREAS, the City previously considered an application for a zone change affecting approximately 3.897 acres of the Subject Area (hereinafter "Residential Area") located at approximately 700 West Antelope Drive/2098 North Harris Boulevard from the present zoning of B-RP (Business and Research Park) and CP-1 (Planned Neighborhood Commercial) to C-TH (Condominium/Townhouse) as depicted in Exhibit "A"; and

WHEREAS, the City has considered an application for a zone change affecting approximately 1.89 acres of the subject area (hereinafter "Rezone Area) located at approximately 694 W 2090 S and 2098 N 700 W from the present zoning of B-RP (Business and Research Park) to CP-1 (Planned Neighborhood Commercial) as depicted in Exhibit "A"; and

WHEREAS, the proposed rezone and amendments to this Agreement apply only to parcel 09-422-0101 belonging to LAYTON ANTELOPE LLC and parcel 09-371-0004 belonging to CIG LAYTON LLC (hereinafter the "Development Area" as identified on Exhibit "A"), requiring authorized signature and acknowledgment only from each of these ownership entities; and

WHEREAS, Owners are the owner of the Development Area and have presented a Concept Plan proposal for development of the Development Area to the City, which provides for development in a manner consistent with the overall objectives of Layton City's General Plan, and is depicted in more detail on Exhibit "B" attached hereto; and

WHEREAS, the City has reviewed the recommendation of the Planning Commission regarding this Agreement amendment and rezone request; and

WHEREAS, the City has considered the overall benefits of a variety of existing and proposed commercial uses and existing residential uses for the Development Area to facilitate a combination of retail, restaurant, hospitality, and residential uses that will provide for and support a range of employment opportunities and services; and

WHEREAS, Parties desire to enter into this Agreement to provide for the rezoning within the Development Area in a manner consistent with the overall objectives of the City's General Plan and the intent reflected in that Plan while considering changing conditions and market demand for commercial uses; and

WHEREAS, the current zoning of the Rezone Area is B-RP (Business and Research Park), a portion of which is proposed to be rezoned to CP-1 (Planned Neighborhood Commercial), subject to Owners agreeing to certain limitations and undertakings described herein, which Agreement will provide protection to surrounding property values and will enable the City Council to consider the approval of such development at this time; and

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

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

ARTICLE I DEFINITIONS

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

1.1 "Owners Property" shall mean parcel 09-422-0101 belonging to LAYTON ANTELOPE LLC and parcel 09-371-0004 belonging to CIG LAYTON LLC as Owners depicted on Exhibit "A".

1.2 "City" shall mean Layton City, a body corporate and politic of the State of Utah.

1.3 "City's Undertakings" shall mean the obligations of the City set forth in Article III.

1.4 "Owners" shall mean Layton Antelope LLC and CIG Layton LLC. Except where expressly indicated in this Agreement, all provisions of the Agreement shall apply jointly and severally to the Owners. In the interest of advancing the project, however, any responsibility under this Agreement may be completed by either Owner so that the completing Owners may proceed with their project on their respective parcel.

1.5 "Owners Undertakings" shall have the meaning set forth in Article IV.

ARTICLE II CONDITIONS PRECEDENT

2.1 This Agreement shall not take effect until City has approved this Agreement pursuant to a resolution of the Layton City Council.

2.2 Owners agree to restrict the uses permitted under the CP-1 (Planned Neighborhood Commercial), B-RP (Business and Research Park), and C-TH (Condominium/Townhouse) zoning designations, as set forth herein.

2.3 Unless specifically modified by the provisions of this amendment, all previous provisions specific to the Development Area shall apply.

**ARTICLE III
CITY'S UNDERTAKINGS**

3.1 Subject to the satisfaction of the conditions set forth in Article II, City previously approved the rezone for an approximate 9.10 acre portion of the Subject Area from B-RP (Business and Research Park) to CP-1(Planned Neighborhood Commercial), and City previously approved the rezone for an approximate 3.87 acre Residential Area from B-RP (Business and Research Park) and CP-1 (Planned Neighborhood Commercial) to C-TH (Condominium/Townhouse) which constitutes approximately 3.87 acres as depicted on the attached Exhibit "A", and City shall approve the rezone of the areas within the Development Area as depicted on the attached Exhibit "A" from B-RP (Business and Research Park) to CP-1 (Planned Neighborhood Commercial) subject to the terms of this agreement. The proposed zoning change shall occur upon a finding by the City Council that it is in the best interest of the health, safety and welfare of the citizens of Layton City to make such a change at this time.

**ARTICLE IV
OWNERS UNDERTAKINGS**

After the Effective Date, and conditioned upon City's performance of its undertakings set forth in Article III, and provided Owner has not terminated this Agreement pursuant to Section 7.8, Owners agree to the following:

4.1 Zoning. Zoning and development of the Development Area shall comply with Article II. Once the Rezone Area is zoned in accordance with Article II, development of the Development Area shall comply with all applicable City rules, regulations and codes.

4.1.1. Development on the property shall be limited as follows:

- a. The property zoned CP-1 (Planned Neighborhood Commercial) shall comply with all applicable City rules, regulations and codes.
 - i. The CP-1 zoned pad located within the Development Area shall be limited to land uses allowed in the CP-1 zoning district except that the following shall not be allowed:
 - 1. Car Wash;
 - 2. Service Station, minor repairs; and
 - 3. Gasoline, retail;
- b. The property designated B-RP (Business and Research Park) zoning shall comply with all applicable City rules, regulations and codes. Land uses within the area of the B-RP zoning district shall be limited to the following:

- i. Off-street parking, incidental;
- ii. Commercial school;
- iii. Day care center;
- iv. Laboratory, medical or dental;
- v. Medical/dental clinic;
- vi. Office, professional or general business;
- vii. Utility offices;
- viii. Athletic, tennis, swim club;
- ix. Live theater;
- x. Commercial parking structure, auto only;
- xi. Bank, Credit Union with drive-in;
- xii. Medical pharmacy;
- xiii. Dry cleaning and laundry service;
- xiv. Studio: Decorator and display;
- xv. Studio: Health, exercise, reducing or similar service;
- xvi. Studio: Artist, photography, dance, music, drama;
- xvii. Reception center;
- xviii. Personal custom services;
- xix. Optical shop;
- xx. Optical laboratory;
- xxi. Laboratory, scientific or research;
- xxii. Lithographer or print shop;
- xxiii. Preschool;
- xxiv. Precision instrument or jewelry manufacturing;
- xxv. Library;
- xxvi. Art gallery;
- xxvii. Museum;
- xxviii. Nursing home;
- xxix. Public administration office;
- xxx. Telephone business office;
- xxxi. Restaurant; and
- xxxii. Hotel or Motel.

- c. A Hotel or Motel use as depicted on Exhibit “B” shall be limited to the following in order to minimize visibility and sound impacts to the adjacent single family residential area to the east:
 - i. Up-lighting shall not be applied onto the east side of the hotel;
 - ii. The east side of the hotel shall not provide balconies or operable windows;
 - iii. Outdoor amenity areas for guests shall be limited to the west side of the hotel
 - iv. The maximum height of a hotel shall be limited to 4 stories, as required in Section 4.1.1 (e).iv of this agreement.
- d. The property that was previously zoned to C-TH (Condominium/Townhouse) shall comply with all applicable City rules, regulations, and codes including the following additional restrictions:
 - i. A 10' landscape buffer shall be installed along the existing decorative masonry wall, as well as the north and east property lines, and shall include trees spaced every 25', with shrubs that provide coverage of at 60% of the landscape surface area at mature growth.
 - ii. Buildings shall be set back a minimum of 40' from the northern and eastern property line.
 - iii. Street trees shall be planted every 30' along the street frontage of 700 West (Harris Boulevard), and along the private drive fronting the south boundary of the Residential Area.
- e. Owners shall comply with the following requirements on all development within 150' or within one lot depth of residentially zoned or occupied property, exclusive of the Residential Area and North Layton Junior High School property:
 - i. A 30' landscape buffer shall be installed/maintained and said buffer shall include trees, shrubs, turf, and a decorative masonry wall that is the same material and architectural design as that used on the buildings throughout the project area. The wall shall be six foot to eight foot in height depending on topography and the height shall be measured from the residential side of the existing property line. The buffer and wall may be modified adjacent to the North Layton Junior High School property and the Castlebrook Commercial Subdivision property to include a minimum 10' landscape buffer and a fencing alternative to ensure compatibility with input from these property owners.
 - ii. All buildings shall be set back a minimum of 60' from the existing property line (as depicted on Exhibit “C”). The height of the commercial buildings, any portion of which is located between 60' and 90' from the adjacent single family residential uses in this area, shall be limited to one story, but not to exceed 35' in height, including all mechanical facilities. Office buildings within this setback area shall be limited to two stories, but not to exceed 35' in height to allow a balanced architectural office design.
 - iii. All mechanical facilities shall be screened within the 35' maximum height for the portion of the building located between 60' and 90' from the adjacent single family residential uses in this area. The height shall be measured from the finished grade; and uses with higher impacts, such as restaurants, fast food eating establishments, and light manufacturing, shall be prohibited on lots or parcels within this area.
 - iv. Buildings within the B-RP zone shall be limited to four Stories and 50' in height when located between 90' and 150' from the adjacent single family residential uses in this area.
- f. Access to this site from Antelope Drive shall align with 700 West (Harris Boulevard) and continue through the site so as to align with 800 West on the North side of the Subject Area. Owners are solely responsible for the construction of this roadway, its intersection with the north curb line of Antelope Drive, and all costs associated therewith, including traffic semaphores and the removal of any existing structures. Construction and installation of the traffic semaphores shall include all items

necessary for a fully functional traffic light including traffic coordination equipment with adjacent traffic signals. Further, if the development of this property is to be done in phasing, access and roadways shall be constructed so as to facilitate traffic onto Antelope Drive. No development shall occur that has its sole access northerly onto 800 West. Owner(s) may complete the construction and dedication of the access described in this paragraph. In the case where one Owner completes and dedicates the access, all Owners agree that the Owner dedicating property and completing the work, at their option, may seek contribution from the other Owner(s) in an amount equal to the noncontributing Owner's proportional share of impact on the road. Said impact will be based on Owner's respective acreage, excluding that property occupied by the public right-of-way. Further, the roadway and development shall be constructed so as to ensure access to Owners respective properties.

- g. These enumerations are not to be construed as approvals thereof, as any required approval process must be pursued independent hereof.
- h. Owners agree to limit development to the above uses upon all properties within their ownership or control, within the Subject Area, and if other uses are desired, they agree to seek amendment of this Agreement before pursuing the development of those uses.
- i. Owners of the area within the CP-1 (Planned Neighborhood Commercial) and B-RP (Business and Research Park) zones, (specifically excluding the Residential Area) agree to develop their respective properties within the subject area, such that:
 - i. All lighting in both the B-RP zone and CP-1 zone (within the Development Area), is directed away from the adjacent residential uses, and shall comply with all requirements of the Layton Municipal Code restrictions regarding lighting, except that light poles shall be limited to a maximum height of 20 feet.
 - ii. Outside speaker systems shall be limited to the drive-through locations shown on Exhibit "B". Speaker volume of drive through restaurant uses within 150' of residential uses shall be managed to limit excessive noise in accordance with Section 19.06.100 of the Layton Municipal Code.
 - iii. All dumpsters and garbage receptacles shall be located outside of existing landscape buffer areas adjacent to residential properties and shall be properly screened as depicted on Exhibit "B". The location and construction of enclosed masonry walls shall be such that the sound of garbage pick-up shall be minimized and the smell and sight do not directly impact the residential neighborhoods. Garbage pick-up shall be limited to the hours between 7:00 a.m. and 9:00 p.m. Delivery times for retail uses adjacent to residential zones shall be limited to the hours between 6:00 a.m. and 9:00 p.m. for the various tenants.
 - iv. The landscaping shown in Exhibit "B" shall be included as part of the terms of this Agreement, and shall become a part and condition of this agreement and shall constitute an adequate buffer and screening for the purposes of this paragraph.
 - v. The perimeter of the Subject Area abutting existing residential uses, except for the school property, shall be fenced with a six foot to eight foot masonry wall. The school property may be fenced, in accordance with the requirements of Chapter 19.16 of Layton Municipal Code, provided the applicant installs a minimum ten foot (10') landscape strip with additional screening to buffer the commercial uses from the school property. The buffer adjacent to the school property shall be coordinated with input from the school district.
 - vi. As of the date of this amended agreement, Owners have accomplished the following options with the installation of the masonry wall and landscape requirement:
 - 1. Owners shall have the following options regarding the installation of the wall and landscaping adjacent to residential lots along the periphery of the Subject Area:

2. Deed adjacent residential property owners twenty feet (20') of land to increase depth of the rear yard areas and place masonry wall along newly established property line. Owner shall be responsible for the construction of the masonry wall together with landscaping improvements on both sides equivalent to the thirty foot (30') minimum landscape buffer required by this agreement. Owners shall also be responsible for the installation and extension of irrigation systems, turf grass, and at least one medium/large deciduous tree every twenty five feet (25') per residential parcel. The twenty foot (20') shift of property lines and the masonry wall shall occur for a minimum lineal distance along the periphery of the Subject Area equal to the three (3) contiguous lots along the west boundary; and/or equal to the eight (8) contiguous lots along the north boundary from the northwest corner of the Subject Area to 800 West; and/or equal to the eight (8) contiguous lots along the north boundary from 800 West to the northeast corner of the Subject Area; and/or equal to the twelve (12) contiguous lots along the east boundary from the northwest corner to the southwest corner of the Subject Area; or
3. If the contiguous lineal sections described above in subsection 4.1.1.h.vi of this agreement are not unanimously agreed to by the residential property owners, Owners shall make a cash payment to said adjacent residential property owners of a sum of not less than \$1,000.00 to be used by said residential property owners for the installation of additional landscaping, trees, and buffers on the residential side of the masonry wall constructed along the existing property line.

4.2. Owners shall see that the Subject Property within their ownership and control, within the B-RP (Business and Research Park) zoning district, shall have an aggregate landscaping of twenty-five percent (25%), with each parcel or lot having a minimum of twenty percent (20%) landscaping. The twenty percent (20%) landscaping requirement within the B-RP (Business and Research Park) zone may be modified by the Planning Commission, providing the applicant submits an integrated plan for the development, or a portion thereof, which provides for a balancing of the landscaping requirement and to ensure that the objectives of the landscaping requirement are satisfied. Each parcel or lot within the CP-1 (Planned Neighborhood Commercial) zoning district shall, independently satisfy the landscaping requirement of ten percent (10%) landscaping. In addition, Owners shall not place any use upon the property, which requires any outdoor storage. Outdoor storage shall be defined as the storage of any item or material outside of the four (4) walls of a covered building, including but not limited to gravel, wood chips, automobiles (other than daily parking), machinery, appliances, and other similar items.

4.3. Additional utilities required for the development of the Subject Area shall be provided and installed by the developer, including all utilities in 700 West (Harris Boulevard).

4.4. Except as provided in paragraph 4.2 above, any conflict between the provisions of this Agreement and the City's codified requirements shall be resolved in favor of the more restrictive requirement.

ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF CITY

5.1 Issuance of Permits - Owners. Owners or their assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Owners Undertakings and shall make application for such permits directly to the Layton City Community and Economic Development Department and other appropriate departments and agencies having authority to issue such permits in

connection with the performance of Owners Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

5.2 Completion Date. The Owners shall, in good faith, reasonably pursue completion of the development. Each phase or completed portion of the project must independently meet the requirements of this Agreement and the City's ordinances and regulations, such that it will stand alone, if no further work takes place on the project.

5.3 Access to the Subject Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Owners and their contractor, representatives of City shall have the right of access to the Subject Area without charges or fees during the period of performance of Owners Undertakings. City shall indemnify, defend and hold Owners harmless from and against all liability, loss, damage, costs or expenses (including attorneys' fees and court costs) arising from or as a result of the death of a person or any accident, injury, loss or damage caused to any person, property or improvements on the Subject Area arising from the negligence or omissions of City, or its agents or employees, in connection with City's exercise of its rights granted in this paragraph.

ARTICLE VI REMEDIES

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

- 6.1.1 Cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; and
- 6.1.2 Owner agrees not to contest the reversion of the zoning by the City Council to the previous zoning on the property, and hereby holds the City harmless for such reversion of the zoning from B-RP (Business and Research Park) to CP-1 (Planned Neighborhood Commercial).

6.2 Enforced Delay Beyond Parties Control. For the purpose of any other provisions of this Agreement, neither City nor Owners, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

6.3 Extension. Any Party may extend, in writing, the time for the other Party's performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any of any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.

6.4 Rights of Owners. In the event of a default by Owners' assignee, Owners may elect, in their discretion, to cure the default of such assignee, provided, Owners' cure period shall be extended by thirty (30) days.

ARTICLE VII GENERAL PROVISIONS

7.1 Successors and Assigns of Owners. This Agreement shall be binding upon Owners and their successors and assigns, and where the term "Owners" is used in this Agreement it shall mean and include the successors and assigns of Owners, except that City shall have no obligation under this Agreement to any successor or assign of Owners not approved by City. Notwithstanding the foregoing, City shall not unreasonably withhold or delay its consent to any assignment or change in ownership (successor or assign of Owners) of the Subject Area. Upon approval of any assignment by City, or in the event Owners assign all or part of this Agreement to an assignee, Owners shall be relieved from further obligation under that portion of the Agreement for which the assignment was made and approved by City.

7.2 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

Owners:	IREIT Layton Pointe LLC 2901 Butterfield Road PO BOX 3666 Oak Brook, Illinois 60523
	Midtown Courts Homeowners Association Inc 12371 South 900 East Ste. 200 Draper, Utah 84020 Attn: Suzette Thomas or Emily Daughton (801) 955-5126
	CIG Layton LLC 1413 West 1900 South Woods Cross, Utah 84087-2343 (801) 573-3580
	Layton Antelope LLC 748 West Heritage Park BLVD STE 203 Layton, Utah 84041 801-784-5185
City:	LAYTON CITY CORPORATION 437 North Wasatch Drive Layton, Utah 84041 Attn: Alex R. Jensen, City Manager 801-336-3800; 801-336-3811 (FAX)

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

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

7.3 Third Party Beneficiaries. Any claims of third party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Developer.

7.4 Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.

7.5 Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the City and the Owner or Owners affected by the amendment.

7.6 Exhibits Incorporated. Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

7.7 Attorney's Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees.

7.8 Termination. Except as otherwise expressly provided herein, the obligation of the Parties shall terminate upon the satisfaction of the following conditions:

7.8.1 With regard to Owners Undertakings, performance of each Owner of that Owners Undertakings as set forth herein.

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

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

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

7.10 Site/Landscape Plan. The Owners have prepared an overall Site/Landscape Plan reflecting the proposed development of the Subject Area. The Site/Landscape-Plan, as depicted in Exhibit "B" shall be executed and then is considered to be a part of this Agreement, binding on the Parties. This Plan may be amended as agreed upon by the Parties, to the extent that said amendments are consistent with the objectives of this Agreement and the City's ordinances and regulations.

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


LAYTON CITY CORPORATION

By: _____
JOY PETRO, Mayor


ATTEST:

By: _____
KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

By:  _____
GARY CRANE, City Attorney

SUBMITTING DEPARTMENT

By:  _____
CHAD WILKINSON, Director
Community & Economic Development

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ___ day of _____, 20___, personally appeared before me _____, who being duly sworn, did say that he/she is the Mayor of LAYTON CITY, a municipal corporation of the State of Utah, and that the foregoing Agreement was signed in his/her capacity as Mayor on behalf of the City for approval of the Agreement.

Notary Public

OWNER SIGNATURE AND ACKNOWLEDGEMENT

FIRST AND LAST NAME

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2021, personally appeared before me _____
who being by me duly sworn, did say that he/she is _____ of _____,
as the legal property owner of record of the property subject to this Agreement and that he has executed
this Agreement with full authority to do so.

NOTARY PUBLIC

OWNER SIGNATURE AND ACKNOWLEDGEMENT

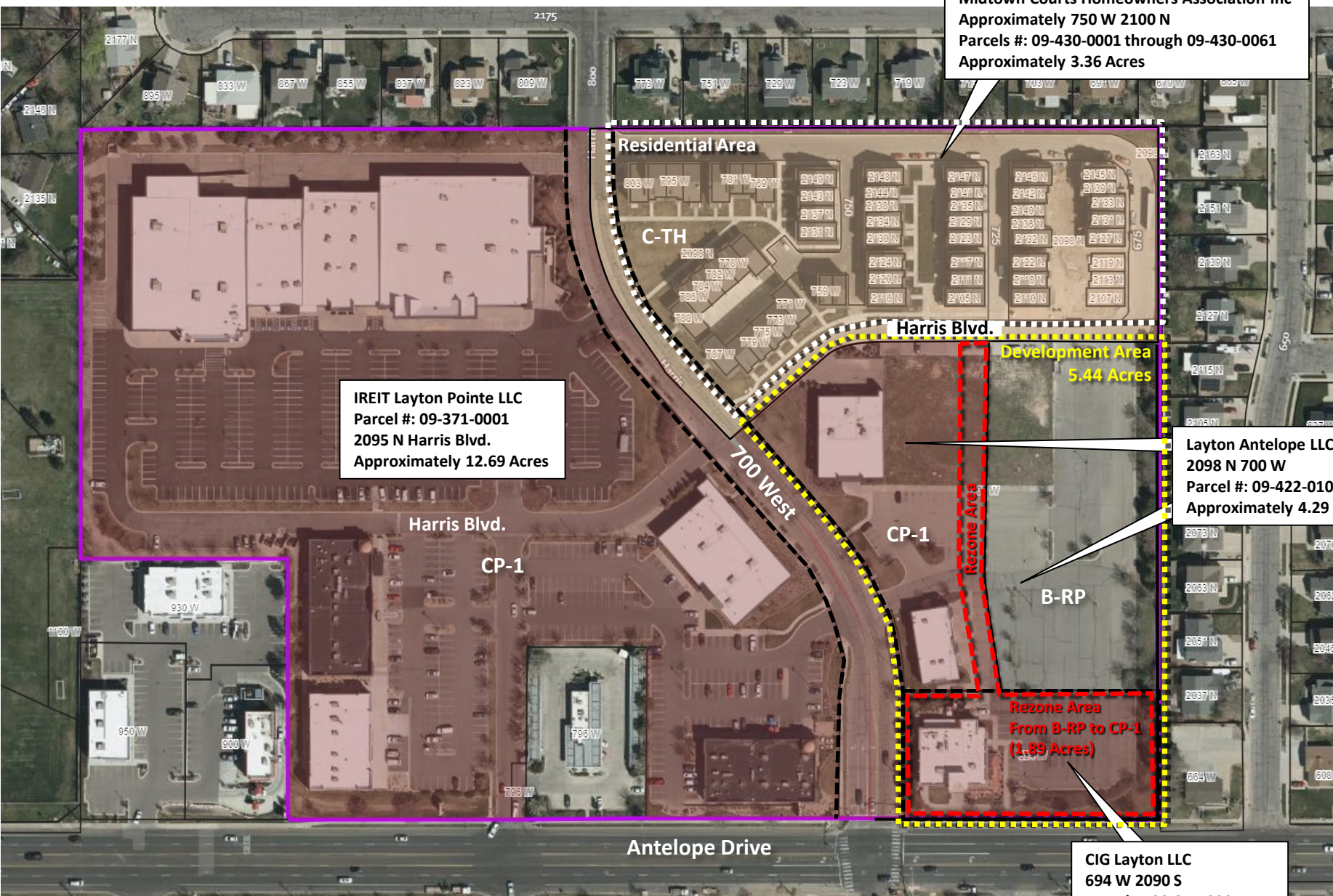
FIRST AND LAST NAME

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2021, personally appeared before me _____
who being by me duly sworn, did say that he/she is _____ of _____,
as the legal property owner of record of the property subject to this Agreement and that he has executed
this Agreement with full authority to do so.

NOTARY PUBLIC

Exhibit "A" – Subject Area, Development Area and Rezone Area



Midtown Courts Homeowners Association Inc
Approximately 750 W 2100 N
Parcels #: 09-430-0001 through 09-430-0061
Approximately 3.36 Acres

IREIT Layton Pointe LLC
Parcel #: 09-371-0001
2095 N Harris Blvd.
Approximately 12.69 Acres

Layton Antelope LLC
2098 N 700 W
Parcel #: 09-422-0101
Approximately 4.29 Acres

CIG Layton LLC
694 W 2090 S
Parcel #: 09-371-0004
Approximately 1.15 Acres

Residential Area

C-TH

Harris Blvd.

Development Area
5.44 Acres

700 West

CP-1

B-RP

Rezone Area

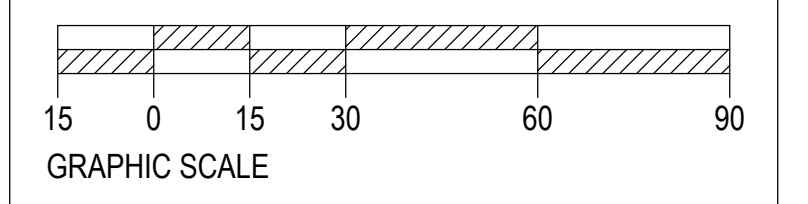
Rezone Area
From B-RP to CP-1
(1.89 Acres)

Antelope Drive



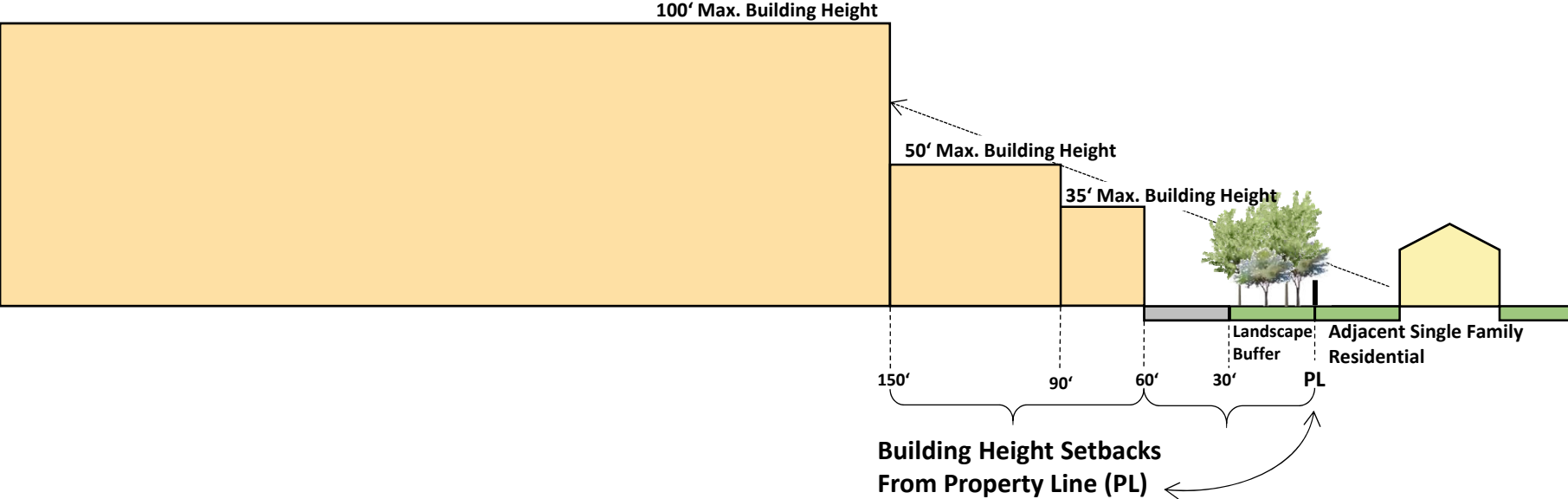
PROJECT DATA:

PARKING REQUIREMENTS	
HOTEL:	93 STALLS
RETAIL:	40 STALLS
DRIVE THRU:	40 STALLS
TOTAL REQUIRED:	173 STALLS
PROVIDED:	196 STALLS
COVERAGE	
BUILDING:	18.58% (40% MAX)
LANDSCAPE:	27.58% (25% MIN.)



SITE PLAN
 SCALE: 1" = 30'-0"

Exhibit "C" - Building Height Setbacks



FOURTH FIFTH AMENDED AGREEMENT FOR THE DEVELOPMENT OF LAND
BETWEEN
LAYTON CITY AND LAYTON ANTELOPE LLC AND LAYTON POINTE CIG LAYTON LCC,
IREIT LAYTON POINTE LLC, AND MIDTOWN COURTS HOMEOWNERS ASSOCIATION
INC.

(Approximately 700 West through 800 West Antelope Drive, North Side)

THIS AMENDED AGREEMENT for the development of land (hereinafter referred to as this "Agreement") is made and entered into this ___ day of _____, ~~2017~~**2021**, between LAYTON CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and LAYTON ANTELOPE LLC AND CIG LAYTON POINTE-LCC (hereinafter referred to as "Owners"). City and Owners collectively referred to as the "Parties" and separately as "Party".

RECITALS

WHEREAS, in furtherance of the objectives of the Layton City General Plan, on the 7th day of August, 1997, the City approved an application for a zone change from the ~~present~~ zoning of A (Agriculture) and PB (Professional Office) to CP-1 (Planned Neighborhood Commercial) and B-RP (Business and Research Park), of certain property located at approximately 700 West through 800 West on the north side of Antelope Drive in Layton City (hereinafter the "Subject Area"); and

WHEREAS, the overall Subject Area as depicted on Exhibit "A" attached hereto consists of approximately 22.53 acres, including approximately 12.69 Acres (parcel 09-371-0001) -belonging to Layton Pointe LC, and is depicted on Exhibit "A" attached hereto; and IREIT LAYTON POINTE LLC, approximately 3.36 Acres (parcels 09-430-0001 through parcel 09-430-0061) belonging to members of the MIDTOWN COURTS HOMEOWNERS ASSOCIATION INC, approximately 4.29 Acres (parcel 09-422-0101) belonging to LAYTON ANTELOPE LLC and approximately 1.15 Acres (parcel 09-371-0004) belonging to CIG LAYTON LLC.

WHEREAS, the City ~~has previously~~ considered and granted an application for a zone change affecting approximately 12.00 acres of the Subject Area from the former zoning of B-RP (Business and Research Park) to CP-1 (Planned Neighborhood Commercial) as depicted in Exhibit "A" as amended on December 22, 2008; and

WHEREAS, the City ~~has previously~~ considered an application for a zone change affecting approximately 3.897 acres of the Subject Area (hereinafter "Residential Area") located at approximately 700 West Antelope Drive/2098 North Harris Boulevard from the present zoning of B-RP (Business and Research Park) and CP-1 (Planned Neighborhood Commercial) to C-TH (Condominium/Townhouse) as depicted in Exhibit "A" ~~and Exhibit "D"~~; and

WHEREAS, the City has considered an application for a zone change affecting approximately 1.89 acres of the subject area (hereinafter "Rezone Area) located at approximately 694 W 2090 S and 2098 N 700 W from the present zoning of B-RP (Business and Research Park) to CP-1 (Planned Neighborhood Commercial) as depicted in Exhibit "A"; and

WHEREAS, the proposed rezone and amendments to this Agreement apply only to parcel 09-422-0101 belonging to LAYTON ANTELOPE LLC and parcel 09-371-0004 belonging to CIG LAYTON LLC (hereinafter the "Development Area" as identified on Exhibit "A"), requiring authorized signature and acknowledgment only from each of these ownership entities; and

WHEREAS, Owners are the owner of the ~~above described property~~ Development Area and have presented a Concept Plan proposal for development of the Subject Development Area to the City, which

provides for development in a manner consistent with the overall objectives of Layton City's General Plan, and is depicted in more detail on Exhibit "B" attached hereto; and

WHEREAS, the City has reviewed the recommendation of the Planning Commission regarding this Agreement ~~amendment and rezone request, together with a traffic and market analysis provided by the developer and depicted in Exhibit "B";~~ and

WHEREAS, the City has considered the overall benefits of ~~a mixed-use concept a variety of existing and proposed commercial uses and existing residential uses~~ for the Subject Development Area to facilitate a combination of retail, ~~business and research park restaurant, hospitality,~~ and residential uses that will provide for and support a range of employment opportunities and services; and

WHEREAS, Parties desire to enter into this Agreement to provide for the rezoning ~~of within~~ the Subject Development Area in a manner consistent with the overall objectives of the City's General Plan and the intent reflected in that Plan while considering changing conditions and market demand for commercial ~~and residential~~ uses; and

WHEREAS, the current zoning of the Subject Rezone Area is ~~CP-1 (Planned Neighborhood Commercial) and B-RP (Business and Research Park) (as shown on Exhibit "A"),~~ a portion of which is proposed to be rezoned to CP-1TH (Condominium/Townhouse Planned Neighborhood Commercial), subject to Owners agreeing to certain limitations and undertakings described herein, which Agreement will provide protection to surrounding property values and will enable the City Council to consider the approval of such development at this time; and

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

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

ARTICLE I DEFINITIONS

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

1.1 "Owners Property" shall mean ~~that property parcel 09-422-0101 belonging to LAYTON ANTELOPE LLC and parcel 09-371-0004 belonging to CIG LAYTON LLC owned by as~~ Owners, ~~as~~ depicted on Exhibit "A".

1.2 "City" shall mean Layton City, a body corporate and politic of the State of Utah.

1.3 "City's Undertakings" shall mean the obligations of the City set forth in Article III.

1.4 "Owners" shall mean ~~Layton Pointe LCLayton Antelope LLC and CIG Layton LLC~~. Except where expressly indicated in this Agreement, all provisions of the Agreement shall apply jointly and severally to the Owners. In the interest of advancing the project, however, any responsibility under this Agreement may be completed by either Owner so that the completing Owners may proceed with their project on their respective parcel.

1.5 "Owners Undertakings" shall have the meaning set forth in Article IV.

ARTICLE II CONDITIONS PRECEDENT

2.1 This Agreement shall not take effect until City has approved this Agreement pursuant to a resolution of the Layton City Council.

2.2 Owners agree to restrict the uses permitted under the CP-1 (Planned Neighborhood Commercial), B-RP (Business and Research Park), and C-TH (Condominium/Townhouse) zoning designations, as set forth herein.

2.3 Unless specifically modified by the provisions of this amendment, all previous provisions specific to the Development Area shall apply.

ARTICLE III CITY'S UNDERTAKINGS

3.1 Subject to the satisfaction of the conditions set forth in Article II, City previously approved the rezone for an approximate 9.10 acre portion of the Subject Area from ~~its present zoning of~~ B-RP (Business and Research Park) to CP-1(Planned Neighborhood Commercial) ~~which constitutes approximately 9.10 acres as depicted on the attached Exhibit "A", and shall City previously approved the rezone for an of approximate 3.87 acre the Residential Area from its present zoning of~~ B-RP (Business and Research Park) and CP-1 (Planned Neighborhood Commercial) to C-TH (Condominium/Townhouse) which constitutes approximately 3.87 acres as depicted on the attached Exhibit "AD", ~~with an effective date of no sooner than the effective date and adoption of this Agreement by the City Council, and; City shall approve the rezone of the areas within the Development Area as depicted on the attached Exhibit "A" from B-RP (Business and Research Park) to CP-1 (Planned Neighborhood Commercial) subject to the terms of this agreement.~~ The proposed zoning change shall occur upon a finding by the City Council that it is in the best interest of the health, safety and welfare of the citizens of Layton City to make such a change at this time.

ARTICLE IV OWNERS UNDERTAKINGS

After the Effective Date, and conditioned upon City's performance of its undertakings set forth in Article III, and provided Owner has not terminated this Agreement pursuant to Section 7.8, Owners agree to the following:

4.1 Zoning. Zoning and development of the Development Area shall comply with Article II. Once the Rezone Area is zoned in accordance with Article II, development of the Development Area shall comply with all applicable City rules, regulations and codes. Conditioned upon City's performance of its undertakings set forth in Article III with regard to the General Plan amendment and to the zoning change of the Subject Property including Residential Area, and provided Owners have not terminated this Agreement pursuant to Section 7.8, Owners agree to the following:

- 4.1.1. Development on the property shall be limited as follows:
 - a. The property zoned CP-1 (Planned Neighborhood Commercial) shall comply with all applicable City rules, regulations and codes.
 - i. The CP-1 zoned pad located ~~at 2058 North Harris Boulevard~~ within the Development Area shall be limited to land uses allowed in the CP-1 zoning district except that the following shall not be allowed:
 - ~~1. Fast Food Eating Establishments;~~
 - ~~2.1. Car Wash;~~
 - ~~3.2. Service Station, minor repairs; and~~
 - ~~4.3. Gasoline, retail; and~~

~~5. Restaurant.~~

b. The property designated -B-RP (Business and Research Park) zoning shall comply with all applicable City rules, regulations and codes. Land uses within the area of the B-RP zoning district shall be limited to the following:

- | | |
|--|--|
| i. Off-street parking, incidental; | xvii. Reception center; |
| ii. Commercial school; | xviii. Personal custom services; |
| iii. Day care center; | xix. Optical shop; |
| iv. Laboratory, medical or dental; | xx. Optical laboratory; |
| v. Medical/dental clinic; | xxi. Laboratory, scientific or research; |
| vi. Office, professional or general business; | xxii. Lithographer or print shop; |
| vii. Utility offices; | xxiii. Preschool; |
| viii. Athletic, tennis, swim club; | xxiv. Precision instrument or jewelry manufacturing; |
| ix. Live theater; | xxv. Library; |
| x. Commercial parking structure, auto only; | xxvi. Art gallery; |
| xi. Bank, Credit Union with drive-in; | xxvii. Museum; |
| xii. Medical pharmacy; | xxviii. Nursing home; |
| xiii. Dry cleaning and laundry service; | xxix. Public administration office; |
| xiv. Studio: Decorator and display; | xxx. Telephone business office; and |
| xv. Studio: Health, exercise, reducing or similar service; | xxxii. Restaurant; and- |
| xvi. Studio: Artist, photography, dance, music, drama; | xxxii. Hotel or Motel. |

c. A Hotel or Motel use as depicted on Exhibit "B" shall be limited to the following in order to minimize visibility and sound impacts to the adjacent single family residential area to the east:

- i. Up-lighting shall not be applied onto the east side of the hotel;
- ii. The east side of the hotel shall not provide balconies or operable windows;
- iii. Outdoor amenity areas for guests shall be limited to the west side of the hotel
- iv. The maximum height of a hotel shall be limited to 4 stories, as required in Section 4.1.1 (e).iv of this agreement.

d. The property that ~~is anticipated~~was previously to be zoned to C-TH (Condominium/Townhouse) shall comply with all applicable City rules, regulations, and codes including the following additional restrictions:

- i. A ~~ten-foot (10')~~ landscape buffer shall be installed along the existing decorative masonry wall, as well as the north and east property lines, and shall include trees spaced every ~~twenty five feet (25')~~, with shrubs that provide coverage of at ~~least sixty percent (60%)~~ of the landscape surface area at mature growth.
- ii. Buildings shall be set back a minimum of ~~forty feet (40')~~ from the northern and eastern property line.
- iii. Street trees shall be planted every ~~thirty feet (30')~~ along the street frontage of 700 West (Harris Boulevard), and along the private drive fronting the south boundary of the Residential Area.

d.e. Owners shall comply with the following requirements on all development within ~~one hundred fifty feet (150')~~ or within one ~~(1)~~ lot depth of residentially zoned or occupied property, exclusive of the Residential Area and North Layton Junior High School property:

- i. ~~Thirty foot (A 30')~~ landscape buffer shall be installed/maintained and said buffer shall include trees, shrubs, turf, and a decorative masonry wall that is the same material and architectural design as that used on the buildings throughout the project area. The wall shall be six foot ~~(6')~~ to eight foot ~~(8')~~ in height depending on topography and the height shall be measured from the residential side of the existing property line. The buffer and wall may be modified adjacent to the North Layton Junior High School property and the Castlebrook Commercial Subdivision property to include a minimum ~~ten foot (10')~~ landscape buffer and a fencing alternative to ensure compatibility with input from these property

owners.

~~ii.~~ All buildings shall be set back a minimum of ~~sixty feet (60')~~ from the existing property line (as depicted on Exhibit "~~BC~~"; ~~Site Plan for Buildings 3, 4, 5, 6, and 7~~). The height of the commercial buildings, any portion of which is located within between 60' and 90' from the adjacent single family residential uses in this area, shall be limited to one ~~(1)~~-story, but not to exceed ~~thirty five feet (35')~~ in height, including all mechanical facilities. Office buildings within this setback area shall be limited to two ~~(2)~~-stories, but not to exceed ~~thirty five feet (35')~~ in height to allow a balanced architectural office design ~~(as depicted on Exhibit "B"; Site Plan for Buildings 3, 4, 5, 6, and 7)~~.

~~ii.~~
~~iii.~~ All mechanical facilities shall be screened within the ~~thirty five feet (35')~~ maximum height within the set back area between for the portion of the building located between 60' and 90' from the adjacent single family residential uses in this area. The height shall be measured from the finished grade; and uses with higher impacts, such as restaurants, fast food eating establishments, ~~(see Exhibit "B"; Site Plan Building "F")~~ and light manufacturing, shall be prohibited on lots or parcels within this area.

~~iv.~~ Buildings within the B-RP zone shall be limited to four Stories and 50' in height when located between ~~of 90'~~ and 150' from the adjacent single family residential uses in this area.

~~ii.~~

~~e.f.~~ Access to this site from Antelope Drive shall align with 700 West (Harris Boulevard) and continue through the site so as to align with 800 West on the North side of the Subject Area. Owners are solely responsible for the construction of this roadway, its intersection with the north curb line of Antelope Drive, and all costs associated therewith, including traffic semaphores and the removal of any existing structures. Construction and installation of the traffic semaphores shall include all items necessary for a fully functional traffic light including traffic coordination equipment with adjacent traffic signals. Further, if the development of this property is to be done in phasing, access and roadways shall be constructed so as to facilitate traffic onto Antelope Drive. No development shall occur that has its sole access northerly onto 800 West. Owner(s) may complete the construction and dedication of the access described in this paragraph. In the case where one Owner completes and dedicates the access, all Owners agree that the Owner dedicating property and completing the work, at their option, may seek contribution from the other Owner(s) in an amount equal to the noncontributing Owner's proportional share of impact on the road. Said impact will be based on Owner's respective acreage, excluding that property occupied by the public right-of-way. Further, the roadway and development shall be constructed so as to ensure access to Owners respective properties.

~~f.g.~~ These enumerations are not to be construed as approvals thereof, as any required approval process must be pursued independent hereof.

~~g.h.~~ Owners agree to limit development to the above uses upon all properties within their ownership or control, within the Subject Area, and if other uses are desired, they agree to seek amendment of this Agreement before pursuing the development of those uses.

~~h.i.~~ Owners of the area within the CP-1 (Planned Neighborhood Commercial) and B-RP (Business and Research Park) zones, (specifically excluding the Residential Area) agree to develop their respective properties within the subject area, such that:

- i. All lighting in both the B-RP zone and CP-1 zone (within the Development Area), is directed away from the adjacent residential uses ~~surrounding the subject area~~, and shall comply with all requirements of the Layton Municipal Code restrictions regarding lighting, except that light poles shall be limited to a maximum height of 20 feet.
- ii. ~~No~~ Outside speaker systems shall be ~~permitted~~ limited to the drive-through locations shown on Exhibit "B" in the Subject Area. Speaker volume of drive through restaurant uses within 150' of residential uses shall be managed to limit excessive noise in accordance with Section 19.06.100 of the Layton Municipal Codemaximum.
- iii. ~~No~~ All dumpsters and garbage receptacles shall be located ~~away from outside of the existing landscape buffer areas adjacent to surrounding~~ residential properties and shall be properly screened as depicted on Exhibit "B"; ~~Site Plan between Buildings 3 and 5.~~ The location and construction of enclosed masonry walls shall be such that the sound of garbage pick-up shall be minimized and the smell and sight do not directly impact the residential neighborhoods. Garbage pick-up shall be limited to the hours between 7:00 a.m. and 9:00 p.m. ~~Delivery~~ times for retail uses adjacent to residential zones shall be limited to the ~~business~~ hours between 6:00 a.m. and 9:00 p.m. for the various tenants.
- ~~iv.~~ ~~Delivery access to the rear of the buildings/uses located at the northwest corner of the Subject Area shall be provided at the south side of Building 3 on the Site Plan as depicted in Exhibit "B".~~
- ~~iv.~~ ~~Landscaping shall be placed between the residences and the B-RP and CP-1 uses, to serve as an adequate buffer between the uses.~~ The landscaping shown in e plan Exhibit "B" approved by the Planning Commission shall be included as part of, in compliance with the terms of this Agreement, and shall become a part and condition of this agreement and shall constitute an adequate buffer and screening for the purposes of this paragraph.
- ~~ii.~~
- v. The perimeter of the Subject Area abutting existing residential uses, except for the school property, shall be fenced with a six foot ~~(6')~~ to eight foot ~~(8')~~ masonry wall ~~as depicted in Exhibit "B".~~ The school property may be fenced, in accordance with the requirements of Chapter 19.16 of Layton Municipal Code, provided the applicant installs a minimum ten foot (10') landscape strip with additional screening to buffer the commercial uses from the school property. The buffer adjacent to the school property shall be coordinated with input from the school district.
- vi. As of the date of this amended agreement, Owners have accomplished the following options with the installation of the masonry wall and landscape requirement:
 - 1. Owners shall have the following options regarding the installation of the wall and landscaping adjacent to residential lots along the periphery of the Subject Area:
 - 2. Deed adjacent residential property owners twenty feet (20') of land to increase depth of the rear yard areas and place masonry wall along newly established property line. Owner shall be responsible for the construction of the masonry wall together with landscaping improvements on both sides equivalent to the thirty foot (30') minimum landscape buffer required by this agreement. Owners shall also be responsible for the installation and extension of irrigation systems, turf grass, and at least one medium/large deciduous tree every twenty five feet (25') per residential parcel. The twenty foot (20') shift of property lines

and the masonry wall shall occur for a minimum lineal distance along the periphery of the Subject Area equal to the three (3) contiguous lots along the west boundary; and/or equal to the eight (8) contiguous lots along the north boundary from the northwest corner of the Subject Area to 800 West; and/or equal to the eight (8) contiguous lots along the north boundary from 800 West to the northeast corner of the Subject Area; and/or equal to the twelve (12) contiguous lots along the east boundary from the northwest corner to the southwest corner of the Subject Area; or

3. If the contiguous lineal sections described above in subsection 4.1.1.h.vi of this agreement are not unanimously agreed to by the residential property owners, Owners shall make a cash payment to said adjacent residential property owners of a sum of not less than \$1,000.00 to be used by said residential property owners for the installation of additional landscaping, trees, and buffers on the residential side of the masonry wall constructed along the existing property line.

4.2. Owners shall see that the Subject Property within their ownership and control, within the B-RP (Business and Research Park) zoning district, shall have an aggregate landscaping of twenty-five percent (25%), with each parcel or lot having a minimum of twenty percent (20%) landscaping. The twenty percent (20%) landscaping requirement within the B-RP (Business and Research Park) zone may be modified by the Planning Commission, providing the applicant submits an integrated plan for the development, or a portion thereof, which provides for a balancing of the landscaping requirement and to ensure that the objectives of the landscaping requirement are satisfied. Each parcel or lot within the CP-1 (Planned Neighborhood Commercial) zoning district shall, independently satisfy the landscaping requirement of ten percent (10%) landscaping. In addition, Owners shall not place any use upon the property, which requires any outdoor storage. Outdoor storage shall be defined as the storage of any item or material outside of the four (4) walls of a covered building, including but not limited to gravel, wood chips, automobiles (other than daily parking), machinery, appliances, and other similar items.

~~4.3 The buildings constructed on the Subject Area within the B-RP (Business and Research Park) and CP-1 (Planned Neighborhood Commercial) areas shall be substantially consistent with the architectural renderings as shown on Exhibit "B". The building materials shall be masonry (stucco, brick, rock) of earth tone color. The architecture and landscaping shall be substantially consistent with the site plan submitted by the developer as shown in Exhibit "B". Development of the Subject Area shall produce an architecturally integrated project that provides a consistent architectural feel. City Staff shall provide recommendations consistent with the overall project as depicted in Exhibit "B". Significant or material changes to the architecture and materials of the proposed buildings shall be submitted to the Planning Commission for review and approval.~~

4.4.4.3. Additional utilities required for the development of the Subject Area shall be provided and installed by the developer, including all utilities in 700 West (Harris Boulevard).

4.5.4.4. Except as provided in paragraph 4.2 above, any conflict between the provisions of this Agreement and the City's codified requirements shall be resolved in favor of the more restrictive requirement.

ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF CITY

5.1 Issuance of Permits - Owners. Owners, or their assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Owners Undertakings and shall make application for such permits directly to the Layton City Community and Economic Development Department and other appropriate departments and agencies having authority to issue such permits in connection with the performance of Owners Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

5.2 Completion Date. The Owners shall, in good faith, reasonably pursue completion of the development. Each phase or completed portion of the project must independently meet the requirements of this Agreement and the City's ordinances and regulations, such that it will stand alone, if no further work takes place on the project.

5.3 Access to the Subject Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Owners and their contractor, representatives of City shall have the right of access to the Subject Area without charges or fees during the period of performance of Owners Undertakings. City shall indemnify, defend and hold Owners harmless from and against all liability, loss, damage, costs or expenses (including attorneys' fees and court costs) arising from or as a result of the death of a person or any accident, injury, loss or damage caused to any person, property or improvements on the Subject Area arising from the negligence or omissions of City, or its agents or employees, in connection with City's exercise of its rights granted in this paragraph.

ARTICLE VI REMEDIES

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

6.1.1 Cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; and

6.1.2 Owner agrees not to contest the reversion of the zoning by the City Council to the previous zoning on the property, and hereby holds the City harmless for such reversion of the zoning from B-RP (Business and Research Park) to CP-1 (Planned Neighborhood Commercial).

~~If the remedy of reversion is pursued, the defaulting Owners agree not to contest the reversion of the zoning on undeveloped portions of the Residential Area, by the City Council to the previous zoning on the property, and hereby holds the City harmless for such reversion of the zoning from C-TH (Condominium/Townhouse) to B-RP (Business and Research Park) and CP-1 (Planned Neighborhood Commercial).~~

~~6.1.3 If the remedy of reversion is pursued, the defaulting Owners agree not to contest the reversion of the zoning on undeveloped portions of the Subject Area, by the City Council to the previous zoning on the property, and hereby holds the City harmless for such reversion of the zoning from CP-1 (Planned Neighborhood Commercial) to B-RP (Business and Research Park).~~

6.2 Enforced Delay Beyond Parties Control. For the purpose of any other provisions of this Agreement, neither City nor Owners, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

6.3 Extension. Any Party may extend, in writing, the time for the other Party's performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any of any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.

6.4 Rights of Owners. In the event of a default by Owners' assignee, Owners may elect, in their discretion, to cure the default of such assignee, provided, Owners' cure period shall be extended by thirty (30) days.

ARTICLE VII GENERAL PROVISIONS

7.1 Successors and Assigns of Owners. This Agreement shall be binding upon Owners and their successors and assigns, and where the term "Owners" is used in this Agreement it shall mean and include the successors and assigns of Owners, except that City shall have no obligation under this Agreement to any successor or assign of Owners not approved by City. Notwithstanding the foregoing, City shall not unreasonably withhold or delay its consent to any assignment or change in ownership (successor or assign of Owners) of the Subject Area. Upon approval of any assignment by City, or in the event Owners assign all or part of this Agreement to an assignee, Owners shall be relieved from further obligation under that portion of the Agreement for which the assignment was made and approved by City.

7.2 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

Owners:	<u>IREIT Layton Pointe LLC</u> <u>2901 Butterfield Road</u> <u>9450 South Redwood Road PO BOX 3666</u> <u>P.O. Box 851010</u> <u>South Jordan Oak Brook, Utah Illinois 84095-1010 60523</u> <u>801-253-8950; 801-253-8951 (FAX)</u> <u>Midtown Courts Homeowners Association Inc</u> <u>12371 South 900 East Ste. 200</u> <u>Draper, Utah 84020</u> <u>Attn: Suzette Thomas or Emily Daughton</u> <u>(801) 955-5126</u>
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CIG Layton LLC
1413 West 1900 South
Woods Cross, Utah 84087-2343
(801) 573-3580

Layton Antelope LLC
748 West Heritage Park BLVD STE 203
Layton, Utah 84041
801-784-5185

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

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

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

7.3 Third Party Beneficiaries. Any claims of third party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Developer.

7.4 Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.

7.5 Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the City and the Owner or Owners affected by the amendment.

7.6 Exhibits Incorporated. Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

7.7 Attorney's Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees.

7.8 Termination. Except as otherwise expressly provided herein, the obligation of the Parties shall terminate upon the satisfaction of the following conditions:

7.8.1 With regard to Owners Undertakings, performance of each Owner of that Owners Undertakings as set forth herein.

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

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

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

7.10 Site/Landscape Plan. The Owners have prepared an overall Site/Landscape Plan reflecting the proposed development of the Subject Area. The Site/Landscape-Plan, as depicted in Exhibit "B" shall be executed and then is considered to be a part of this Agreement, binding on the Parties. This Plan may be amended as agreed upon by the Parties, to the extent that said amendments are consistent with the objectives of this Agreement and the City's ordinances and regulations.

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

LAYTON CITY CORPORATION

By: _____
JOY PETRO, Mayor

ATTEST:

By: _____
KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

By: _____
GARY CRANE, City Attorney

SUBMITTING DEPARTMENT

By: _____
CHAD WILKINSON, Director
Community & Economic Development

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this ___ day of _____, 20___, personally appeared before me _____, who being duly sworn, did say that he/she is the Mayor of LAYTON CITY, a municipal corporation of the State of Utah, and that the foregoing Agreement was signed in his/her capacity as Mayor on behalf of the City for approval of the Agreement.

Notary Public

OWNER SIGNATURE AND ACKNOWLEDGEMENT

FIRST AND LAST NAME

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2021, personally appeared before me _____ who being by me duly sworn, did say that he/she is _____ of _____, as the legal property owner of record of the property subject to this Agreement and that he has executed this Agreement with full authority to do so.

NOTARY PUBLIC

OWNER SIGNATURE AND ACKNOWLEDGEMENT

FIRST AND LAST NAME

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2021, personally appeared before me _____
who being by me duly sworn, did say that he/she is _____ of _____,
as the legal property owner of record of the property subject to this Agreement and that he has executed
this Agreement with full authority to do so.

NOTARY PUBLIC

ORDINANCE 21-16
(694 W Antelope Drive Rezone)

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF PARCEL 09-371-0004 DESCRIBED HEREIN, LOCATED AT APPROXIMATELY 694 WEST ANTELOPE DRIVE FROM “BR-P” (BUSINESS AND RESEARCH PARK) TO “CP-1” (PLANNED NEIGHBORHOOD COMMERCIAL); PROVIDING FOR SEVERABILITY, REPEALER, AND AN EFFECTIVE DATE

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

WHEREAS, the Planning Commission has reviewed the petition and has recommended that the petition to rezone said property from B-RP to CP-1 be approved; and

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

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

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

SECTION 1: Repealer. If any provisions of the City’s Code heretofore adopted are inconsistent herewith they are hereby repealed.

SECTION 2: Enactment. The zoning map is hereby amended by changing the zone classification of the following property from B-RP to CP-1:

A PART OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 4 NORTH,
RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEG AT A PT ON THE N LINE OF SR 108 (ANTELOPE DRIVE), SD PT BEING 46.67 FT N 0°08'00" E FR THE S 1/4 COR OF SEC 8-T4N-R1W, SLB&M; THE S 1/4 COR BEING LOC 173.95 FT S 59°53'31" W FR A WITNESS COR. THE BASIS OF BEARING BEING BETWEEN SD WITNESS COR OF THE WITNESS COR FOR THE SW COR, SD BASIS OF BEARING BEING S 88°14'33" E, & RUN TH S 89°55'10" W, A DIST OF 315.81 FT ALG SD N LINE OF SR 108; TH ALG THE E LINE OF 700 WEST STR THE FOLLOWING TWO CALLS (1) N, A DIST OF 130.62 FT TO A PT ON A 400.00 FT RAD CURVE TO THE LEFT & A CENTRAL ANGLE OF 03°58'57"; (2) N'LY ALG SD CURVE A DIST OF 27.80 FT; TH E, A DIST OF 317.14 FT; TH S 00°08'00" W, A DIST OF 157.98 FT TO THE POB.

CONT. 1.15 ACRES

SECTION 3: Update of Official Zoning Map. The Official Layton City Zoning Map is hereby amended to reflect the adoption of this ordinance.

SECTION 4: Severability. If any section, subsection, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of the said ordinance.

SECTION 5: Effective date. This ordinance shall go into effect immediately upon adoption as noted below.

PASSED AND ADOPTED BY THE LAYTON CITY COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Joy Petro	_____	_____	_____	_____
Tom Day	_____	_____	_____	_____
Dave Thomas	_____	_____	_____	_____
Zach Bloxham	_____	_____	_____	_____
Clint Morris	_____	_____	_____	_____
Dawn Fitzpatrick	_____	_____	_____	_____

Presiding Officer

Attest

JOY PETRO, Mayor, Layton City

KIMBERLY S READ, City Recorder,
Layton City

For 

GARY CRANE, City Attorney,
Layton City



CHAD WILKINSON, Community &
Economic Development Director, Layton
City

ORDINANCE 21-17
(2098 North 700 West Rezone)

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF A PORTION OF PARCEL 09-422-0101 DESCRIBED HEREIN, LOCATED AT APPROXIMATELY 2098 NORTH 700 WEST, FROM “B-RP” (BUSINESS AND RESEARCH PARK) TO “CP-1” (PLANNED NEIGHBORHOOD COMMERCIAL); PROVIDING FOR SEVERABILITY, REPEALER, AND AN EFFECTIVE DATE

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

WHEREAS, the Planning Commission has reviewed the petition and has recommended that the petition to rezone said property from B-RP to CP-1 be approved; and

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

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

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

SECTION 1: Repealer. If any provisions of the City’s Code heretofore adopted are inconsistent herewith they are hereby repealed.

SECTION 2: Enactment. The zoning map is hereby amended by changing the zone classification of the following property from B-RP to CP-1:

A parcel of land, situate in the Southwest Quarter of Section 8, Township 4 North, Range 1 West, Salt Lake Base and Meridian, said parcel also located in Layton City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point on the South line of Lot 101, Harris Pointe Subdivision – First Amended, said point being South 89°55'10" West 198.64 feet along the section line and North 00°04'50" West 204.91 feet from the South Quarter Corner of said Section 8 running thence:

South 89°54'48" West 23.24 feet;
thence North 07°22'17" West 129.44 feet;
thence North 00°10'47" West 302.73 feet;
thence East 29.14 feet;
thence South 00°04'56" West 300.46 feet;
thence South 05°17'25" East 131.15 feet; to the point of beginning.

Contains: 11,898 square feet or 0.273 acres.

SECTION 3: Update of Official Zoning Map. The Official Layton City Zoning Map is hereby amended to reflect the adoption of this ordinance.

SECTION 4: Severability. If any section, subsection, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of the said ordinance.

SECTION 5: Effective date. This ordinance shall go into effect immediately upon adoption as noted below.

PASSED AND ADOPTED BY THE LAYTON CITY COUNCIL

_____.

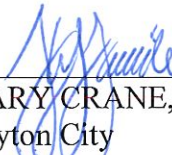
	AYE	NAY	ABSENT	ABSTAIN
Joy Petro	_____	_____	_____	_____
Tom Day	_____	_____	_____	_____
Dave Thomas	_____	_____	_____	_____
Zach Bloxham	_____	_____	_____	_____
Clint Morris	_____	_____	_____	_____
Dawn Fitzpatrick	_____	_____	_____	_____

Presiding Officer

Attest

JOY PETRO, Mayor, Layton City

KIMBERLY S READ, City Recorder,
Layton City

For 

GARY CRANE, City Attorney,
Layton City



CHAD WILKINSON, Community &
Economic Development Director, Layton
City



STAFF REPORT

TO: City Council

FROM: Tim Watkins, City Planner

DATE: June 17, 2021

RE: Development Agreement Amendment and Rezone Requests – 694 W Antelope Dr. Rezone and 2098 N 700 W Rezone – B-RP (Business and Research Park) to CP-1 (Planned Neighborhood Commercial) zone district areas – Resolution 21-30, Ordinance 21-16 and Ordinance 21-17

LOCATION: Approximately 694 W Antelope Dr. and 2098 N 700 W.

CURRENT ZONING: B-RP (Business and Research Park) and CP-1 (Planned Neighborhood Commercial).

PROPOSED ZONING: Proposals to rezone all of parcel 09-371-0004 and a portion of parcel 09-422-0101 (totaling approximately 1.89 acres) from B-RP to CP-1 (Planned Neighborhood Commercial).

DESCRIPTION OF REZONE AREA

The properties proposed for rezone include a 1.15-acre parcel located at approximately 694 W Antelope Dr. (parcel 09-371-0004), and a 0.74 acre portion of parcel 09-422-0101 located at approximately 2098 N 700 W. The total area proposed for rezone from B-RP (Business and Research Park) to CP-1 (Planned Neighborhood Commercial) is 1.89 acres. These properties are located between Antelope Drive and approximately 2098 North along 700 West in the Harris Pointe commercial subdivision.

To the east of the proposed rezone area are existing single family homes with R-1-6 (Single Family Residential) zoning in the Falcon Wood Subdivision. At the corner of Antelope Drive and 650 West is an office use with PB (Professional Office) zoning. These uses are separated from the site by an 8-foot masonry wall and a 30-foot landscape buffer that includes a variety of evergreen and deciduous trees and shrubs. The north end of the subject property is bounded by Harris Boulevard, a private street that also provides access to the Midtown Courts townhome subdivision with C-TH zoning to the north.

The commercial parcels west of 700 West in the Harris Pointe subdivision are built out with a variety of retail, restaurant and commercial service uses. On the east side of 700 West, parcel 09-371-0004

at the corner of Antelope Drive includes an existing restaurant that is proposed to be redeveloped into a new drive-through and sit-down fast-food restaurant. The applicant for this property is James Powell representing the property ownership entity 'CIG Layton LLC.' Vehicle access to this property is provided through a cross-access agreement through parcel 09-422-0101 to the north (north parcel).

The north parcel includes two existing commercial buildings fronting 700 West, including the Rod Works/Dollar Cuts building on the southwest corner (2058 N 700 W), and David's Bridal located at the northwest corner (2098 N 700 W). The applicant for this property is Garrett Goff with Garn Development representing the property ownership entity 'Layton Antelope LLC.' The applicant is proposing a development concept on this parcel that includes two additional fast food restaurants and a hotel.

BACKGROUND INFORMATION AND STAFF REVIEW

The rezone request includes a proposal to amend the current development agreement and concept plan applicable to the proposed rezone area. The current development agreement allows for all permitted uses in the CP-1 zone, except for five uses specific to the commercial building pad located at 2058 North Harris Boulevard (current location of Rod Works home décor and Great Clips). The restricted uses for this specific building include 1. Fast Food Eating Establishments; 2. Car Wash; 3. Service Station, minor repairs; 4. Gasoline, retail; and 5. Restaurant.

The current Development Agreement allows for a variety of office and commercial uses in the B-RP zone, but does not currently allow for Hotel use. A hotel is proposed by the applicant for the north parcel (See attached concept plan). Other requirements in the proposed agreement include a (previously-installed) 30 foot landscape buffer with a 6 foot to 8 foot masonry fence along the east property boundary along the Falcon Wood Subdivision. All commercial buildings within 150 feet of this shared boundary are required to be set back at least 60 feet from the east boundary, with building heights limited to 1 story and 35 feet for retail/services, and 2 stories and 35 feet for office buildings.

Given that the majority of the development is built-out, the following amended Development Agreement provisions would apply to the proposed rezone area in the CP-1 and B-RP zones, with the following limitations and requirements:

- All permitted uses in the CP-1 and B-RP zones would be allowed, except for 1. Car Wash; 2. Service Station, Minor repairs; and 3. Gasoline, retail in the CP-1 zone.
- The total number, type, and location of commercial and hospitality buildings would be consistent with the concept plan shown in Exhibit B.
- The existing landscape buffers are to remain in place and be maintained with live vegetation and masonry walls in good condition.

The proposed concept plan includes fast food restaurants with drive-through service, and a 4 story hotel. The hotel height and setback is consistent with the height transition standards provided in Section 19.25.040.1.a.ii, which states that a four story building shall be set back at least 85 feet from any adjacent off-site single family residential use. The proposed concept plan shows the hotel set back at 90 feet.

The General Plan Future Land Use Map identifies the subject parcels as "Urban District" in the Midtown District. Urban Districts are mixed-use in character with the potential for office, retail,

service, hospitality, entertainment, and residential uses. The proposed fast food restaurant and hotel uses relate to the existing commercial and residential uses, while providing for an appropriate transition to the adjacent single family residential homes.

May 25, 2021 PLANNING COMMISSION HEARING

A public hearing was held during the May 25, 2021 Planning Commission meeting. Staff presented an overview of the proposed Development Agreement concept plan and rezone requests. Two residents from the adjacent Falcon Wood Subdivision expressed concerns related to sound, light and traffic mitigation. Concerns specific to sound impacts associated with trash collection and pick-up/delivery during 10 p.m. and 7 a.m. were shared, in addition to concerns of the potential for increased lighting from the proposed businesses. Another resident from the Midtown Courts Townhome community to the north asked about managing parking along Harris Boulevard. Staff responded to concerns by noting that noise, light, parking and traffic mitigation could be addressed in the proposed Development Agreement amendments and updated concept plan.

PLANNING COMMISSION RECOMMENDATION

On May 25, 2021, the Planning Commission voted unanimously to forward a positive recommendation to the City Council to approve the rezone requests from B-RP to CP-1, subject to the City Council approving an amended Development Agreement and Concept Plan that includes the mitigation and/or potential relocation of garbage collection adjacent to residents, and the following modifications discussed during the hearing:

- Garbage pickup limited to the hours between 7:00 a.m. and 9:00 p.m.
- Light poles limited to a maximum height of 20 feet on the east side of the proposed hotel
- 4 Story maximum height of the hotel
- No up-lighting onto the building on the east side of the hotel
- Outdoor hotel amenity areas located only on the west side of the hotel
- The east side of the hotel shall not provide balconies or operable windows
- Landscaping to be consistent with the landscape plan which shows enhanced landscaping within the parking corridor along the east side of the hotel
- Speaker volume of drive through restaurant uses managed to limit excessive noise

Staff has incorporated these recommended modifications in the amended Development Agreement.

The Planning Commission's recommendation is based on consistency with the current General Plan's land use designation of Urban District for this property.

STAFF RECOMMENDATION

Staff recommends the City Council adopt Resolution 21-30, approving the amended Development Agreement, adopt Ordinances 21-16 and 21-17 approving the rezone requests from B-RP to CP-1, subject to the City Council approving the applicants' proposed Development Agreement and Concept Plan modifications. This recommendation is based on consistency with the current General Plan's land use designation of Urban District for this property.



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

MEMORANDUM

TO: James Powell; jpowell-rc-pdp@att.net

CC: CED Dept/Fire Marshal/Legal Dept

FROM: Shannon Hansen, Assistant City Engineer - Development

DATE: May 12, 2021

SUBJECT: Raising Cane's Rezone
694 West Antelope Drive

I have reviewed the Petition for Amending the Zoning Ordinance for one parcel of land totaling approximately 1.147 acres of property located at approximately 694 West Antelope Drive. The applicant is requesting a zoning change from B-RP to CP-1. The Engineering Department has no concerns regarding the rezoning of the property.

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

Street – The current point of access will be maintained. Additional connections to 700 West or Antelope Drive will not be allowed.

Culinary Water – There is an existing 2" lateral and meter located at the northwest corner of the parcel. It is anticipated that the existing lateral will be used. Should a new lateral be installed, the existing lateral will need to be disconnected at the main in 700 West.

There is an existing 8" private water line looped through the parking lot.

Based on the water model, there is 3,400 gpm with a static pressure of 75 psi available at the site. The Fire Marshal shall determine the required fire flow.

Sanitary Sewer – There is an existing 6" lateral with grease interceptor located at the northwest corner of the parcel. It is anticipated that the existing lateral will be used. Should a new lateral be installed, the existing lateral will need to be disconnected at the main in 700 West.

Storm Drain – There is an existing storm drain system through the parking lot. All storm water from this development is drained to a subdivision detention basin located at the southwest corner of the Harris Pointe subdivision.

Low Impact Development standards as required in Section 6 of the Development Design Standards will need to be addressed upon redevelopment. Any added hardscape will need to be addressed with LID BMPs for any redeveloped property. The ability to infiltrate will be based on the soil characteristics, ground water depth, and infiltration test as outlined in Section 8 of the same standards.

Miscellaneous –

1. Layton City passed a water exaction ordinance on November 4, 2004 requiring all developments to purchase and bring a quantity of water (3 acre-feet per “developed” acre) based on the meter size in a commercial development. Should the meter size be increased, a credit will be given based on the existing meter size and the additional water shares will need to be dedicated to the City.
2. Secondary water is not available to this parcel.
3. An updated traffic study may be required to address the difference in use and trips generated.




Mayor * Joy Petro
City Manager * Alex R. Jensen

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

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

MEMORANDUM

TO: Community Development

FROM: Cole Fessler, Deputy Fire Marshal 

RE: Raising Cane's Rezone @ 694 W Antelope Dr

CC: 1) Engineering
2) James Powell, jpowell-rcpdp@att.net

DATE: May 24, 2021

I have reviewed the site plan received on May 03, 2021 for the above referenced project. The Fire Department, with regard to the rezone, does not have any comments at this time. However, for future development our concerns include but are not limited to the following:

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



Fire Prevention Division of this department the type and size of structure(s) to be built.

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

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

CF#4ANNEX/REZONE:sh
Plan #S21-069 District #60
Project Tracker #LAY2105033106
ERS#12136



Memorandum

To: James Powell
CC: Community Development, Fire, & Engineering
From: JoEllen Grandy, Parks Planner – Parks & Recreation
Date: May 6, 2021
Re: 1464 N. Fort Ln. Rezone – 694 W. Antelope Dr.

The property located at 694 West Antelope Drive (Tax ID# 09-371-0004) is within the future service area of WSU Park. The applicant's proposed rezone from B-RP to CP-1 would not impact the Parks & Recreation Department.

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

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





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

MEMORANDUM

TO: Layton Antelope LLC; garrett@garndev.com

CC: CED Dept/Fire Marshal/Legal Dept

FROM: Shannon Hansen, Assistant City Engineer - Development

DATE: May 12, 2021

SUBJECT: 2098 North 700 West Rezone
A portion of lot 101 of the Harris Pointe – 1st Amended subdivision

I have reviewed the Petition for Amending the Zoning Ordinance for a portion of one parcel of land totaling approximately 1.89 acres of property located at approximately 2098 North 700 West. The applicant is requesting a zoning change from CP-1 to B-RP. The Engineering Department has no concerns regarding the rezone of the property.

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

Street – The current points of access will be maintained. Additional connections to 700 West will not be allowed.

Culinary Water – There is an existing lateral and fire line stub located near the center of the north line of the existing building pad area. Any existing lateral or line not used with the development will need to be disconnected at the main.

There is an existing 8" private water line looped through the parking lot. Any new water services will need to connect to this looped line.

Based on the water model, there is 3,400 gpm with a static pressure of 75 psi available at the site. The Fire Marshal shall determine the required fire flow.

Sanitary Sewer – There is an existing 4" lateral located near the center of the north line of the existing building pad area. Any existing lateral not used with the development will need to be disconnected at the main.

Storm Drain – There is an existing storm drain system through the parking lot. All storm water from this development is drained to a subdivision detention basin located at the southwest corner of the Harris Pointe subdivision.

Low Impact Development standards as required in Section 6 of the Development Guidelines and Design Standards will need to be addressed upon redevelopment. Any added hardscape will need to be addressed with LID BMPs for any redeveloped property. The ability to infiltrate will be based on the soil characteristics, ground water depth, and infiltration test as outlined in Section 8 of the same standards.

Miscellaneous –

1. Layton City passed a water exaction ordinance on November 4, 2004 requiring all developments to purchase and bring a quantity of water (3 acre-feet per “developed” acre) based on the meter size in a commercial development.
2. Secondary water is not available to this parcel.
3. An updated traffic study may be required to address the difference in use and trips generated.




Mayor * Joy Petro
City Manager * Alex R. Jensen

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

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

MEMORANDUM

TO: Community Development

FROM: Cole Fessler, Deputy Fire Marshal 

RE: 2098 N 700 W Rezone

CC: 1) Engineering
2) Garrett Goff, garrett@garndev.com

DATE: June 2, 2021

I have reviewed the rezone description received on May 3, 2021 for the above referenced project. The Fire Department, with regard to the rezone, does not have any comments at this time. However, for future development our concerns include but are not limited to the following:

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



Fire Prevention Division of this department the type and size of structure(s) to be built.

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

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

CF\#4ANNEX/REZONE:sh
Plan #S21-070 District #60
Project Tracker #LAY2105033107
BMI



Memorandum

To: Garrett Goff – Layton Antelope LLC
CC: Community Development, Fire, & Engineering
From: JoEllen Grandy, Parks Planner – Parks & Recreation
Date: May 6, 2021
Re: 2098 N. 700 W. Rezone – 2098 N. 700 W.

The property located at 2098 North 700 West (Tax ID# 09-422-0101) is within the future service area of WSU Park. The applicant's proposed rezone from B-RP to CP-1 would not impact the Parks & Recreation Department.

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

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









ANTELOPE DR. & 700 WEST REZONES

694 W Antelope Dr.
AND
2098 N 700 W

From B-RP TO CP-1
Approx. Total -
1.96 Acres

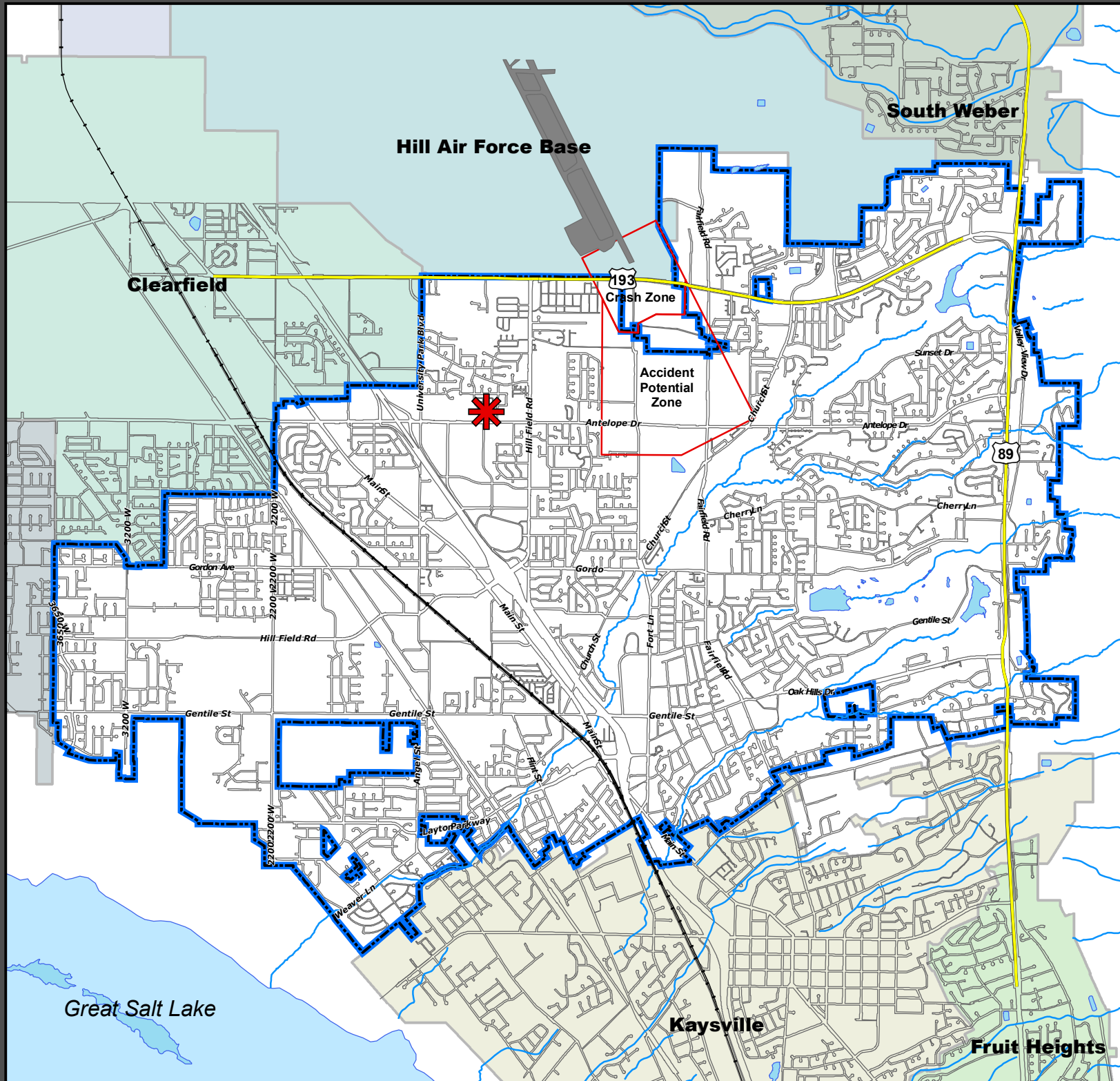
Legend

-  City Boundary
-  Rail Lines
-  APZ
-  Interstate 15
-  Lakes
-  Streams

 - Project Site



Map 1








ANTELOPE DR. & 700 WEST REZONES

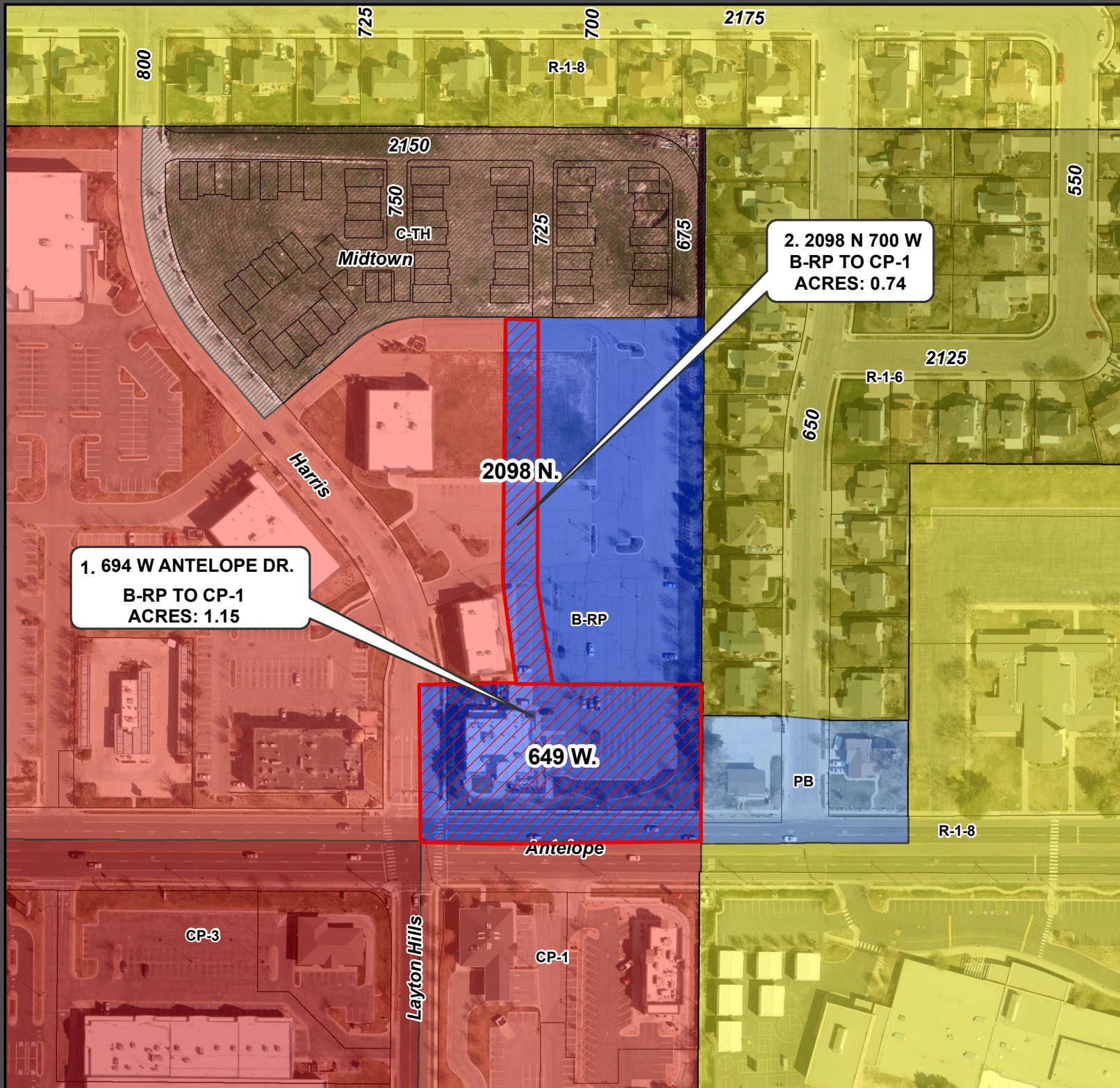
694 W. Antelope Dr.
AND
2098 N. 700 W.

From B-RP TO CP-1
Approx. Total -
1.89 Acres

Legend

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

 - Project Area



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

Item Number: 6.D.

Subject:

Amend the Adopted Budget for Fiscal Year 2020-2021 – Ordinance 21-18

Background:

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

A public hearing was published for June 17, 2021, to receive comment from all interested persons regarding the amendments to the 2020-2021 budget.

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

The Council should receive comments from all interested persons regarding the amendments prior to adoption.

Alternatives:

Alternatives are to 1) Adopt Ordinance 21-18 amending the budget for fiscal year 2020-2021; 2) Adopt Ordinance 21-18 with modifications; or 3) Not adopt Ordinance 21-18 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Ordinance 21-18 amending the budget for fiscal year 2020-2021.

ORDINANCE 21-18

AMENDING THE ADOPTED BUDGET FOR LAYTON CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2020, AND ENDING JUNE 30, 2021

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

WHEREAS, a public hearing has been published as required by law for Thursday, June 17, 2021, at the Layton City Center, for the purpose of hearing all interested persons on the matter of said budget amendments; a public hearing was held on Thursday, June 17, 2021.

WHEREAS, said public hearing having been duly and regularly held, and all persons comments having been heard; and

WHEREAS, the City Council must approve and adopt amendments to the budget for the period beginning July 1, 2020, and ending June 30, 2021, for Layton City, Utah.

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

That the City Council of Layton City, Davis County, State of Utah, does hereby approve and adopt the budget amendments for the fiscal year beginning July 1, 2020, and ending June 30, 2021, in form and amounts set forth in the written document attached hereto and made a part of this ordinance, as though set forth in full herein.

PASSED AND ADOPTED BY THE LAYTON CITY COUNCIL

_____.

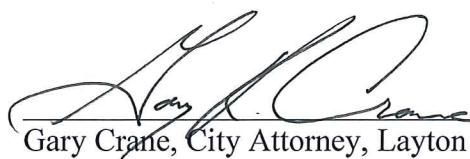
	AYE	NAY	ABSENT	ABSTAIN
Joy Petro	_____	_____	_____	_____
Tom Day	_____	_____	_____	_____
Dave Thomas	_____	_____	_____	_____
Zach Bloxham	_____	_____	_____	_____
Clint Morris	_____	_____	_____	_____
Dawn Fitzpatrick	_____	_____	_____	_____

Presiding Officer

Attest

JOY PETRO, Mayor, Layton City

KIMBERLY S READ, City Recorder
Layton City



Gary Crane, City Attorney, Layton City



Department Director

Budget Amendments Fiscal Year 2020 - 2021

Fund:		Increase (Decrease)
Department/Division		
Description		
General Fund:		
<u>Expenditure:</u>		
Multiple Departments - Coronavirus Aid, Relief, and Economic Security (CARES) Act funding		
Finance - Facilities	\$	2,728.12
Finance - Information Technology		1,719.38
Fire		7,291.55
Parks and Recreation		2,636.38
Nondepartmental - transfers to other funds - Emergency Medical Fund		67,754.15
	\$	82,129.58
Administration		
Appropriate a designated portion of a donation to the Davis Arts Council	\$	16,000.00
Finance - Information Technology		
Appropriate funding for the 2nd year of antivirus, spyware	\$	11,500.00
Streets		
Appropriate funding for repair of the Layton Parkway sound wall due to a collision	\$	9,670.00
Police - Administration		
Appropriate reimbursement of a software contract to the software contract account	\$	11,620.00
Appropriate Crisis Intervention Team (CIT) class fees		1,134.84
	\$	12,754.84
Police - Patrol		
Appropriate grant revenue for the bulletproof vest program	\$	13,622.75
Appropriate grant revenue from National Highway Transportation Safety for a speed trailer		9,237.95
Appropriate miscellaneous revenue to the fire extinguisher account		565.57
Appropriate revenue from the CIT - class fees		1,533.84
Appropriate carryover funds from CIT - class fees		3,698.17
	\$	28,658.28
Police - Support		
Appropriate grant funding for the Internet Crimes Against Children (ICAC) program	\$	17,932.60
Appropriate funding paid to the Police Department for special services		107,764.70
Appropriate carry over funds for supplies in the evidence room		1,514.90
	\$	127,212.20
Fire		
Appropriate funds from Health and Human Services CARES Act I - COVID 19 grant for supplies and equipment	\$	1,600.00
Appropriate funds for the purchase of a Fire Administration vehicle		2,000.00
Appropriate grant funds received from the State Homeland Security Program (SHSP) to cover training		8,764.84
Appropriate funds paid to the Fire Department for records request and supplies		814.00
Appropriate donated funds for the Fire Corp. safety program		2,400.00
Appropriate funds received for training of the Davis Technical College (DTC) fire academy		28,700.00
Appropriate funds from wildland fire deployments to personnel, supplies and equipment		82,052.32
Appropriate grant funding for search and rescue equipment		68,757.40
	\$	195,088.56
Parks and Recreation - Parks		
Appropriate donated funding for holiday lighting	\$	3,040.50
Nondepartmental		
Appropriate wildland fire deployment funds to the Fire Department capital replacement account	\$	45,527.48
Appropriate wildland fire deployment funds and transfer it to the Emergency Medical Fund		24,957.10
Appropriate Health and Human Services CARES Act I funding and transfer it to the Emergency Medical Fund		17,625.32
	\$	88,109.90
Total General Fund Expenditure		\$ 574,163.86

Budget Amendments Fiscal Year 2020 - 2021

Fund:		Increase (Decrease)
	Department/Division	
	Description	
Revenue:		
	Use of fund balance for unbudgeted antivirus/spyware	\$ 11,500.00
	Use of fund balance to reimburse accounts for CARES Act expenditures	82,129.58
	Use of fund balance to recognize prior year carryover of CIT funding	3,698.17
	Use of fund balance to recognize prior year carryover of evidence room sales	1,191.37
	Use of fund balance to recognize prior year carryover of HHS CARES funding for Fire	19,225.32
	Use of fund balance to repair Layton Parkway sound wall	9,670.00
	Recognize amounts paid to the Fire Department for records requests and supplies	814.00
	Recognize CIT class fees	2,668.68
	Recognize revenue from wildland fire deployments	152,536.90
	Recognize revenue from Police evidence and pop machine sales	889.10
	Recognize grant revenue from the National Highway Transportation Safety	9,237.95
	Recognize grant revenue received from SHSP for confined space training	8,764.84
	Recognize refund from cancelled police software contract	11,620.00
	Recognize grant revenue for the bulletproof vest program	13,622.75
	Recognize revenue from various sources for police special services	107,764.70
	Recognize grant revenue for the ICAC program	17,932.60
	Recognize donations for holiday lighting	3,040.50
	Recognize the IHC donation for the Fire Corp. safety program	2,400.00
	Recognize a portion of the donation for naming rights for the Amphitheater plaza from the Kenley Foundation	16,000.00
	Recognize a transfer from the Capital Improvement Project Fund to the General Fund for fire equipment	2,000.00
	Recognize funds received from the DTC for the fire academy	28,700.00
	Recognize grant revenue from State of Utah SHSP	68,757.40
	Total General Fund Revenue	\$ 574,163.86
Davis Metro Narcotic Strike Force Fund:		
	Expenditure:	
	Appropriate grant funds for agent overtime	\$ 49,303.15
	Revenue:	
	Recognize grant revenue from High Intensity Drug Trafficking Area (HIDTA)	\$ 49,303.15
Emergency Dispatch Fund		
	Expenditure:	
	Appropriate Davis County grant revenue for the 9-1-1 network circuits	\$ 24,600.62
	Appropriate grant funding for the partial cost of Dispatch license renewal	2,196.00
		\$ 26,796.62
	Revenue:	
	Recognize grant revenue passed-through Davis County for Emergency Dispatch	\$ 24,600.62
	Recognize grant revenue	2,196.00
		\$ 26,796.62
Victims Services Fund		
	Expenditure:	
	Appropriate additional funding received for Victims Housing programs	\$ 20,000.00
	Revenue:	
	Recognize additional grant funding	\$ 20,000.00
Community Development Block Grant Fund:		
	Expenditure:	
	Repayment of funds use for the Midtown trolley	\$ 68,783.00
	Appropriate earlier payoff program income to school district home building program	76,350.00
	Appropriate earlier payoff program income to down payment assistance program	36,000.00
		\$ 181,133.00
	Revenue:	
	Recognize a transfer from the General fund to repay funding used for the Midtown trolley	\$ 68,783.00
	Recognize program income from school district home building program early payoff	76,350.00
	Recognize program income from down payment assistance early payoff	36,000.00
		\$ 181,133.00

Budget Amendments Fiscal Year 2020 - 2021

Fund:		Increase (Decrease)
Department/Division		
Description		
Impact Fee Fund		
Expenditure:		
	Transfer Park impact fees to the CIP fund for the Ellison Park pickleball complex project	\$ 481,000.00
	Transfer Park impact fees to the CIP fund for the Harmony Place Park project	266,600.00
	Transfer Public Safety impact fees to the CIP fund for the Fire Station #4 project	450,000.00
		\$ 1,197,600.00
Revenue:		
	Use of Park impact fee fund balance	\$ 481,000.00
	Use of Park impact fee fund balance	266,600.00
	Use of Public Safety impact fee fund balance	450,000.00
		\$ 1,197,600.00
Capital Projects Fund		
Expenditure:		
	Transfer funding to the General Fund for Fire Administrative vehicle purchase	\$ 2,000.00
	Appropriate Public Safety impact fees to Fire Station #4 project	450,000.00
	Appropriate wildland fire deployment funds to the Fire Department equipment replacement account	45,527.48
	Appropriate Park impact fees to the Ellison Park pickleball complex project	481,000.00
	Appropriate Park impact fees to complete the Harmony Place Park	266,600.00
		\$ 1,245,127.48
Revenue:		
	Reduce the Fire equipment account for a transfer to the General Fund	\$ 2,000.00
	Recognize the transfer of Public Safety impact fees from the Impact Fee Fund	450,000.00
	Recognize the transfer of wildland fire deployment funds transferred from the General Fund	45,527.48
	Recognize the transfer of Park impact fees from the Impact Fee Fund	481,000.00
	Recognize the transfer of Park impact fees from the Impact Fee Fund	266,600.00
		\$ 1,245,127.48
Emergency Medical Services Fund		
Expenditure:		
	Appropriate Emergency Medical Services (EMS) grant for medical supplies	\$ 7,950.00
	Appropriate COVID 19 EMS supplies grant to medical overtime account	3,695.43
	Appropriate wildland fire deployment funds to personnel, supplies and equipment	24,957.10
	Appropriate COVID 19 EMS supplies grant to medical supplies accounts	17,650.91
		\$ 54,253.44
Revenue:		
	Use of net assets to recognize the carryover of HHS CARES Act I funding from the prior year	\$ 3,721.02
	Recognize grant funding received for medical supplies	7,950.00
	Recognize the transfer of wildland fire deployment funds from the General Fund	24,957.10
	Recognize transfer of grant funding from the General Fund for COVID 19 grant from HHS CARES Act I	17,625.32
		\$ 54,253.44
Street Lighting Fund		
Expenditure:		
	Appropriate carryover developer funding to individual street lighting projects	\$ 449,535.75
Revenue:		
	Use of Net Assets set aside for developer projects	\$ 449,535.75

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

Item Number: 6.E.

Subject:

Adopt a Tentative Budget, Proposed Property Tax Rate and Schedule of Compensation for Elective, Statutory, and Appointed Officers for Fiscal Year 2021-2022 – Ordinance 21-12

Background:

Utah State Code Section 10-6-118 requires the Council to adopt a budget on or before June 30, 2021. Section 10-6-133 requires the Council to set a Property Tax Rate on or before June 22 of each year, or September 1 in the case of a property tax rate increase. Section 10-3-818 requires the Council to change compensation of elective, statutory, and appointed officers by ordinance.

A public hearing was set and advertised for June 3, 2021 and continued to June 17, 2021, to hear all interested persons regarding the proposed budget, proposed property tax rate and proposed changes to the schedule of compensation for elective, statutory and appointed officers. The tentative budget has been available for public inspection since May 6, 2021.

Changes to the annual compensation of statutory and appointed officers will be the same as all other City employees. Annual compensation of the Mayor and Council members was unchanged.

Council should hear all interested persons regarding the budget, proposed property tax rate and compensation of officers. The proposed Property Tax Rate of 0.001593 represents a 7.3% increase above the Certified Tax Rate provided by the Davis County Clerk/Auditor and the Utah State Tax Commission. Adoption of the proposed budget for operational purposes and the proposed tax rate does not represent final adoption of either the budget or tax rate. The intended purpose of the increase in the City property tax rate is to replace the Paramedic levy which is being dropped by Davis County. Residents should see the Davis County portion of their property tax bill reduced by the same amount as the increase in the City portion of the bill. The City is required under Utah State Code section 59-2-919 through 59-2-923 to hold a truth-in-taxation public hearing, take public comment regarding the increase and adopt a final tax rate and budget before September 1 of each year. The truth-in-taxation public hearing will be set for Thursday, August 5, 2021 at 7:00 p.m. in the Council Chambers. Changes to the tentative budget, if any, will be discussed in detail.

Alternatives:

Alternatives are to 1) Adopt Ordinance 21-12 adopting the proposed budget and proposed property tax rate for fiscal year 2021-2022, and the compensation schedule for elective, statutory, and appointed officers for fiscal year 2021-2022, and set a public hearing for the proposed property tax rate increase for August 5, 2021; 2) Adopt Ordinance 21-12 with modifications; or 3) Not adopt Ordinance 21-12 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Ordinance 21-12 adopting the proposed budget and proposed property

tax rate for fiscal year 2021-2022, and the compensation schedule for elective, statutory and appointed officers for fiscal year 2021-2022, and set a public hearing for the proposed property tax increase for August 5, 2021 at 7:00 p.m. in the City Council Chambers.

ORDINANCE 21-12

ADOPTING A TENTATIVE BUDGET AND PROPOSED PROPERTY TAX RATE FOR LAYTON CITY FOR FISCAL YEAR JULY 1, 2021, THROUGH JUNE 30, 2022; AND ADOPTING THE SCHEDULE OF COMPENSATION FOR ELECTIVE, STATUTORY AND APPOINTED OFFICERS.

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

WHEREAS, a public hearing has been published and held on Thursday, June 3, 2021 and continued to Thursday, June 17, 2021, for the purpose of hearing all interested persons on the matter of said budget; and

WHEREAS, a public hearing has been published and held on Thursday, June 3, 2021 and continued to June 17, 2021, for adopting the schedule of compensation of elective, statutory and appointed officers for Layton City; and

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

WHEREAS, it is the desire of the City that its statutory and appointed officers receive compensation adjustments in the same fashion and based on the same economic considerations as the City's general employees; and that compensation for elective officials not be adjusted in the current year; and

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

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

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

SECTION II: Enactment. That the City Council of Layton City, Davis County, State of Utah, does hereby adopt a proposed property tax rate of 0.001593 which is a 7.3% increase above the certified property tax rate, as defined in the Utah State Code and as determined by the Davis County Clerk/Auditor and the Utah State Tax Commission.

SECTION III: That the City does hereby adopt a tentative budget for the fiscal year beginning July 1, 2021, in form and amount set forth in the written budget document attached hereto and made a part of this ordinance as though set forth in full herein.

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

SECTION V: That the City does hereby set a public hearing for August 5, 2021, to discuss and take public comment on the proposed property tax rate of 0.001593.

SECTION VI: That the City does hereby set a public hearing for August 5, 2021, to discuss and take public comment on the adoption of the final budget for fiscal year 2021-2022.

SECTION VII: That there are hereby appropriated funds from the estimated revenues of Layton City, such sums as necessary to pay the estimated expenditures hereto set forth and made a part hereof. That in addition to these revenues and expenditures, any encumbered funds and accounts for fiscal year ending June 30, 2021, shall be added as if herein included.

SECTION VIII: Severability. If any section, subsection, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this ordinance.

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

PASSED AND ADOPTED BY THE LAYTON CITY COUNCIL


	AYE	NAY	ABSENT	ABSTAIN
Joy Petro	_____	_____	_____	_____
Tom Day	_____	_____	_____	_____
Dave Thomas	_____	_____	_____	_____
Zach Bloxham	_____	_____	_____	_____
Clint Morris	_____	_____	_____	_____
Dawn Fitzpatrick	_____	_____	_____	_____

Presiding Officer

Attest

JOY PETRO, Mayor, Layton City

KIMBERLY S READ, City Recorder
Layton City



Gary Crane, City Attorney, Layton City



Department Director