



**Wednesday, July 19, 2023**  
**Development Review Committee**

**DEVELOPMENT REVIEW COMMITTEE AGENDA**

**PUBLIC NOTICE** is hereby given that the **Development Review Committee of Spanish Fork, Utah**, will hold a regular meeting at the **Spanish Fork City Office Building, 40 South Main Street, Spanish Fork, Utah**, commencing at **9:00 a.m.** This meeting is not available to attend virtually.

**1. Approval of Minutes**

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A. June 28, 2023

**2. Discussion**

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A. EAGLE HAVEN UTILITIES

B. NUISANCES

C. AREA IMPROVEMENTS

**3. Site Plan**

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A. SUBURBAN PROPANE. This proposal involves the development of a commercial building located at 751 South Main Street.

**4. Concept Review**

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A. THOMPSON THRIFT RESIDENTIAL - CANYON CREEK PARKWAY.

B. THOMPSON THRIFT COMMERCIAL & RESIDENTIAL - SPANISH FORK PARKWAY.

**5. Site Plan**

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A. UTAH COUNTY JAIL FUEL ISLAND REMODEL. The proposal is to remodel the existing fuel services and to provide additional parking for the Utah County Jail located at 3075 North Main Street.

B. UTAH COUNTY JAIL MENTAL HEALTH REMODEL AND ADDITION. The proposal is for an addition to and a remodel of the the Utah County Jail located at 3075 North Main Street.

**6. Development Agreement**

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A. WASATCH PALLET DEVELOPMENT AGREEMENT. Proposed development agreement for an industrial site located at 698 West 1000 North.

**7. Adjourn**

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Draft Minutes  
Spanish Fork City Development Review Committee  
40 South Main Street  
Spanish Fork, Utah  
June 28, 2023

**Staff Members Present:** Chris Thompson, Public Works Director; Seth Perrins, City Manager; Dave Anderson, Community Development Director; Brandon Snyder, Senior Planner; Kimberly Brenneman, Development Coordination Manager; Vaughn Pickell, City Attorney; Ana Burgi, Assistant City Attorney; John Little, Chief Building Official; Byron Haslam, Senior Engineer; Marcie Clark, Department Development Secretary; Jered Johnson, Engineering Division Manager; Zach Hendrickson, Outside Plant Manager; Jake Theurer, Power and Light Superintendent; Tom Cooper, Power and Light Senior Utility Planner; Dale Robinson, Parks and Recreation Director; Bart Morrill, Parks Maintenance Supervisor; Jason Turner, Fire Marshall; Kasey Woodard, Division Secretary.

**Citizens Present:** Scott Peterson, Bo Chung, Scott Neilson, Jens Neilson, Matt Loveland, Kevin thatcher, Tyler Horan, Scott Neilson.

Chris Thompson called the meeting to order at 10:00 a.m.

## MINUTES

June 21, 2023

Dave Anderson **moved** to approve the minutes of June 21, 2023.

John Little **seconded** and the motion **passed** all in favor.

## MINOR PLAT AMENDMENT

### SPANISH TRAILS LOT LINE ADJUSTMENTS

Brandon Snyder gave a brief history of the property and the property lines. He stated this motion is to amend existing lot lines to match the fence lines.

Chris Thompson **moved** to approve the proposed Spanish Trails Lot Line Adjustments Minor Plat Amendment based on the following finding and conditions:

Finding:

1. That the application conforms to the City's General Plan Designation.

Conditions:

1. That the applicant meets the City's Zoning and Construction Standards.
2. That the applicant addresses any red-lines.

Seth Perrins **seconded** and the motion **passed** all in favor.

## PRELIMINARY PLAT RE-APPROVAL

### JOHNSON SUBDIVISION

Brandon Snyder stated this is a re-approval to a Preliminary Plat that is close to expiration.

Chris Thompson stated that with additional research, it was discovered the property that is needed for the railroad was illegally subdivided ahead of this development. He stated that it is impact fee reimbursable.

Dave Anderson stated FieldStone reached out to the City about the potential of dedicating this parcel of land to the City, but they would like this treated as buildable land so they can add 2 lots.

There was a brief discussion about the potential development for the area of land. It was decided to leave the area as is.

Seth Perrins inquired as to why the property was illegally subdivided in the first place?

Dave Anderson stated he was not sure as to the reasoning but that it was speculated to not be buildable land.

Seth Perrins then asked if this process will correct this and make it into a legal subdivision?

It was stated that if it is put into the subdivision, it will make it legal.

Seth Perrins stated that he would prefer to see the Preliminary Plat solve the illegal subdivision.

Dave Anderson clarified for the applicant that the Committee was discussing the strip of land along the railroad.

The applicant inquired if they would be allowed to utilize that area to up the allowable density by 2-3 units?

Dave Anderson asked the applicant if they knew the cause for the illegal subdivision.

The applicant speculated that it was just how it was sold. He stated the property owner was back and forth with the title company where it could or could not be sold, and who was the actual owner of the land.

Dave Anderson stated this was a red flag for him.

The applicant stated there definitely is some form of railroad rights on the property. He stated he is unaware of what they are.

Dave Anderson stated when there are questions like these, the City typically does not give buildable credit for the land. He stated due to this, the City would not allow for the density to increase.

The applicant stated that the railroad will not offer anything.

Dave Anderson stated his recommendation today is for reapproval of the project as is.

Dave Anderson suggested the Preliminary Plat be re approved as it is today.

The applicant asked the Committee their thoughts on if they dedicated the cell tower site that is located within phase 2, to the City so it does not burden the homeowners?

Committee members said that might work.

Dave Anderson asked Vaughn Pickell if the City would want to conduct additional research into this and it was stated, yes, the City will do additional research before anything moves forward.

Vaughn Pickell stated he would like to look over the lease and it was stated that the lease was paid out in a lump sum and it is just an easement at this point. He suggested fixing this with the plat and making it a condition of approval.

Seth Perrins **moved** to recommend the re-approval of the proposed Johnson Subdivision Preliminary Plat to City Council based on the following finding and conditions:

Finding:

1. That the application conforms to the City's General Plan Designation and Zoning Map.

Conditions:

1. That the applicant meets the City's Zoning requirements and Construction Standards.
2. That the applicant addresses any red-lines.
3. That additional research be conducted on the eastern parcel, adjacent to the project, to determine if it is buildable and if it can be brought into the development.
4. That the City study with the applicant, the cell tower located on lot 6, and investigate whether it would be mutually beneficial that the cell tower property be dedicated to the City instead of being part of the plot.

Seth Perrins further stated that the two additional recommendations be researched and may potentially become conditions of approval.

Ana Burgi **seconded** and the motion **passed** all in favor.

## **ZONE CHANGE**

Brandon Snyder stated this has been previously discussed with the Committee and the applicant. He stated since the last discussion, the parcels have since been combined as was requested by the City. He stated this is the next step that was discussed with the DRC by changing the existing zone to R-R to better fit the agricultural uses that are being proposed.

The applicant was present and stated he is happy to discuss any questions the Committee may have, but stated that Brandon Snyder stated the proposal perfectly.

Seth Perrins asked if this zone change solved any of the utility issues?

It was stated that it is currently being served by the parcel to the north, but that it is okay as it has now been combined into one parcel.

The applicant stated the church is fine with the combination into one parcel, and it was submitted to the county, but they are still waiting on the final legal description.

Chris Thompson asked if there is an adjusted Site Plan?

Dave Anderson feels there is not a need for a Site Plan if the property is zoned for a certain number of uses.

It was stated as long as the applicant can meet the requirements for a building permit, everything should be fine.

Ana Burgi **moved** to recommend the approval of the proposed Warner Flower Farm Zone Change to City Council based on the following finding and conditions:

Finding:

1. That the proposed use is appropriate for the site.

Conditions:

1. That the applicant meets the City's Zoning requirements and Construction Standards.
2. That the applicant addresses any red-lines.
3. That the applicant meets any conditions recommended by the DRC and Planning Commission.

Seth Perrins **seconded** and the motion **passed** all in favor.

## CONCEPT REVIEW

### PETERSON PROPERTY CONCEPT

Brandon Snyder stated this is the overall phasing for River Run Townhomes. He stated the Peterson property sits just to the east. He stated that phase 1 is currently under construction, and that will bring a connection to the proposed amendment with phases 3 & 4.

Matt Loveland, representing White Horse Development, stated they are purchasing the property to continue development. He stated they are seeking guidance from the Committee before they move forward with a Preliminary Plat and zone change request. He gave a brief presentation stating they are proposing 80 condo units and 40 townhome units. He stated the townhomes would be in line with the River Run product the committed has previously been presented. He stated they will provide condo exhibits as well. He stated their hope is to treat this as one project in favor of 2 separate phases. He stated they would like to move the clubhouse and pool and move them to a more central location within the community.

Brandon Snyder inquired as to what would replace the existing clubhouse, or if there would be any shift to the units?

Matt Loveland stated in terms of the layout, they would keep the layout as it is in the current design. He stated they would place additional amenities to the area once the pool and clubhouse have been moved to the more central location.

Brandon Snyder inquired if the design features adequate parking for the residents as well as their potential guests?

Matt Loveland stated that yes, there will be adequate parking, but that he will discuss this concern when they are further in the process.

Chris Thompson stated this proposal is high density and questions if the property is zoned for such a high density?

Matt Loveland stated its 11 units per acre and the R-3 zoning allows for 12 units per acre.

Seth Perrins feels that under 12 units per acre is better than what he initially thought the design was.

Dave Anderson feels this design needs to change significantly north of the east-west road. He suggests the next step for the applicant is to take this design to the Planning Commission for their input.

The applicant stated they are more than okay with redesigning a second concept to bring to the Planning Commission so they can get additional feedback.

Jason Turner is in favor of a redesign as he does not approve of the current design that features over 150-foot dead end that does not allow for turnaround space and would not give emergency response access to the end units.

Chris Thompson is concerned that there will be a large landscaped area that neither party would be willing to maintain.

The applicant stated that even though the property would be adjacent to what they personally own, they would be willing to maintain it and or place amenities on it. He stated this is all to be determined at this point as it is an odd piece of land.

Dave Anderson stated there are utility concerns that need to be addressed as well.

Jake Theurer stated there are existing SUVPS transmission lines that run through the development that the applicants need to be aware of.

The applicant stated it is his understanding that there are plans to relocate these transmission lines, but it is all TBD at this time.

Jake Theurer stated the City is hoping to get the lines rerouted but it is not a sure thing right now.

Seth Perrins stated the lines currently run east to west but there are plans for lines to also run north to south. He asked if the applicant has any knowledge of the north to south plans and it was stated they were not aware of this.

Jake Theurer stated a City staff member should be reaching out soon to discuss this. He stated he is happy to stay after the meeting to have a brief discussion with the applicant regarding this item.

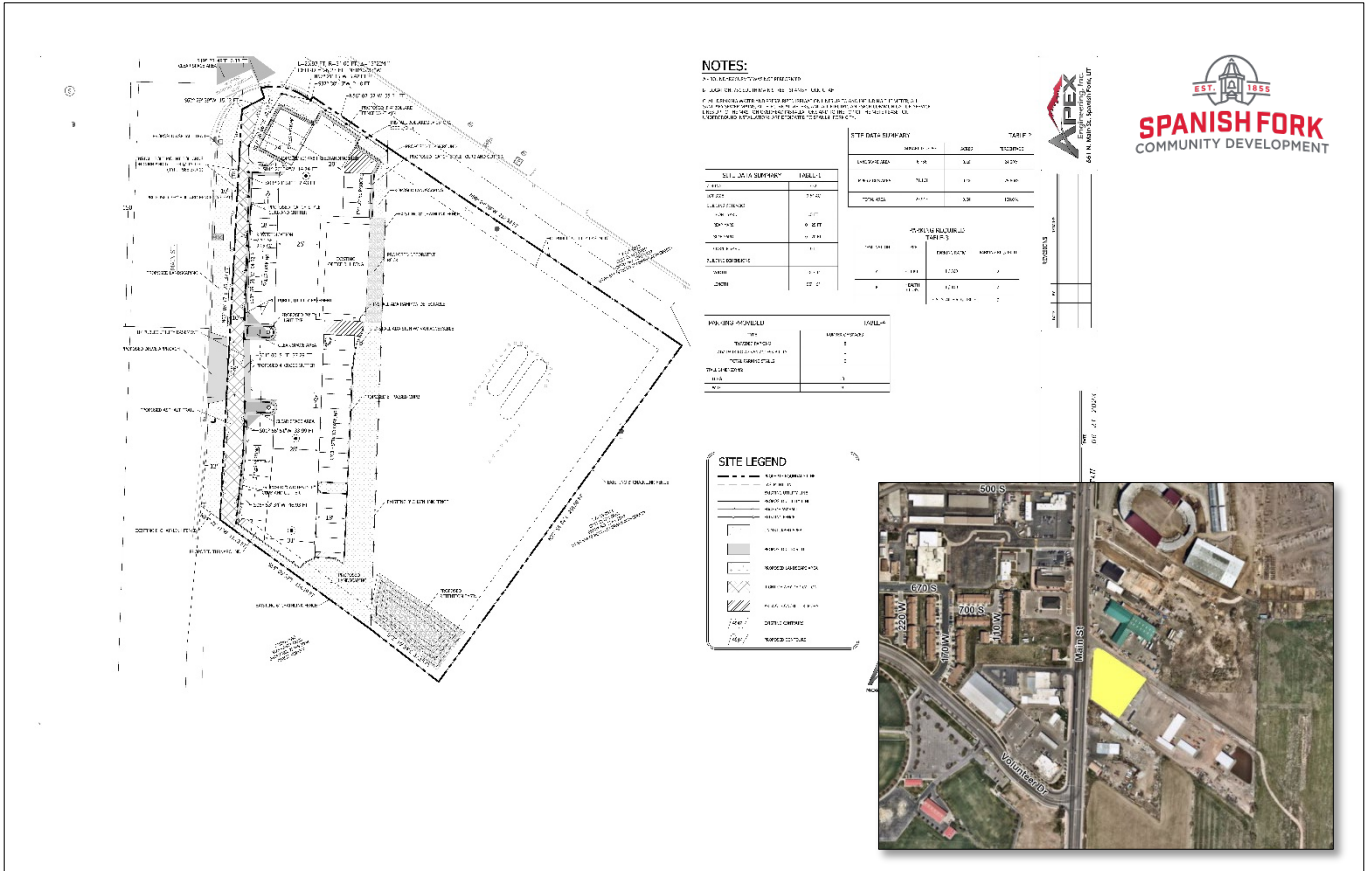
Kimberly Brenneman stated the applicant needs to record the plat so as not to lose entitlements on the Preliminary Plat, and the applicant stated they are aware and have done everything they can up to this point.

Dave Anderson moved to adjourn the meeting at 11:00 a.m.

Adopted:

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Kasey Woodard  
Community Development Division  
Secretary



**Suburban Propane Site Plan Approval Request**

July 19, 2023, Development Review Committee Meeting.

Located at 751 South Main Street, including 0.64 acres.

The subject property is zoned C-2.

The applicant has requested that a Site Plan be approved.

**Key Issues**

1. Access.
2. Utilities.

**Recommendation**

That the proposed Site Plan be approved based on the following finding and subject to the following conditions:

**Finding**

1. That the application conforms to the City's Zoning Map.

**Conditions**

1. That the applicant meets the City's Zoning requirements and Construction Standards.
2. That the applicant addresses any red-lines.
3. That the applicant provides the applicable right-of-way dedication and public utility easements.

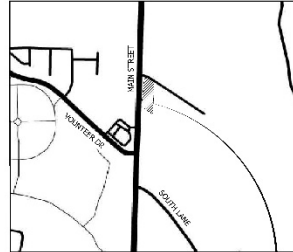
**Exhibits**

1. Site Plan.
2. Landscaping Plan.
3. Building.

**ABC MOTORS  
751 S MAIN ST.  
SPANISH FORK, UTAH  
JULY 2023**

**GENERAL NOTES:**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE UTAH CONSTRUCTION CODE AND THE UTAH DEPARTMENT OF HERITAGE AND ARTS DIVISION'S REGULATIONS AND THE UTAH DEPARTMENT OF TRANSPORTATION'S REGULATIONS AND THE UTAH DEPARTMENT OF AGRICULTURE'S REGULATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE UTAH DEPARTMENT OF HERITAGE AND ARTS DIVISION, THE UTAH DEPARTMENT OF TRANSPORTATION, AND THE UTAH DEPARTMENT OF AGRICULTURE.
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**VICINITY MAP**  
SCALE: 1" = 1/4" H.S.

**PROJECT LOCATION**

**SHEET INDEX**

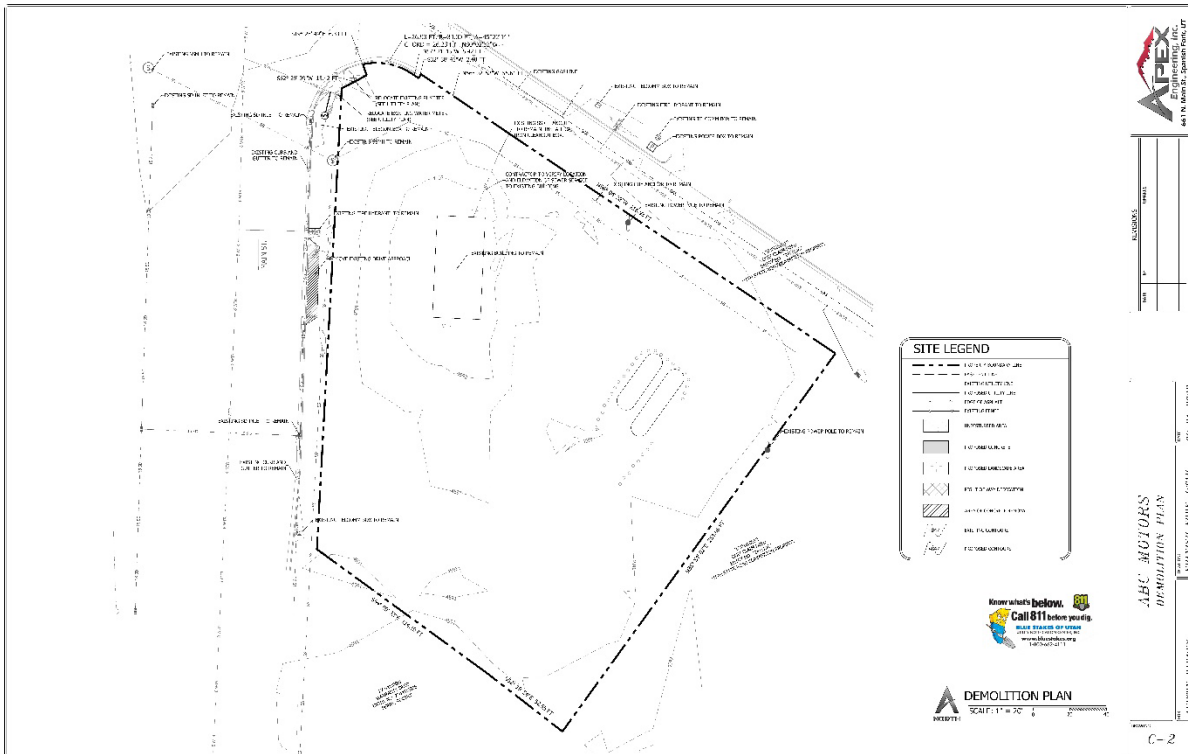
- C-1 COVER SHEET
- C-2 DEMOLITION PLAN
- C-3 SITE PLAN
- C-4 UTILITY PLAN
- C-5 GRADING AND DRAINAGE PLAN
- C-6 EROSION CONTROL PLAN
- D-1 GENERAL SITE DETAILS
- D-2 GENERAL SITE DETAILS
- D-3 STORM DRAINAGE DETAILS
- D-4 SPANISH FORK STANDARD DETAILS
- D-5 SPANISH FORK STANDARD DETAILS
- D-6 UDOT STANDARD DETAILS
- D-7 EROSION CONTROL DETAILS

PREPARED BY:



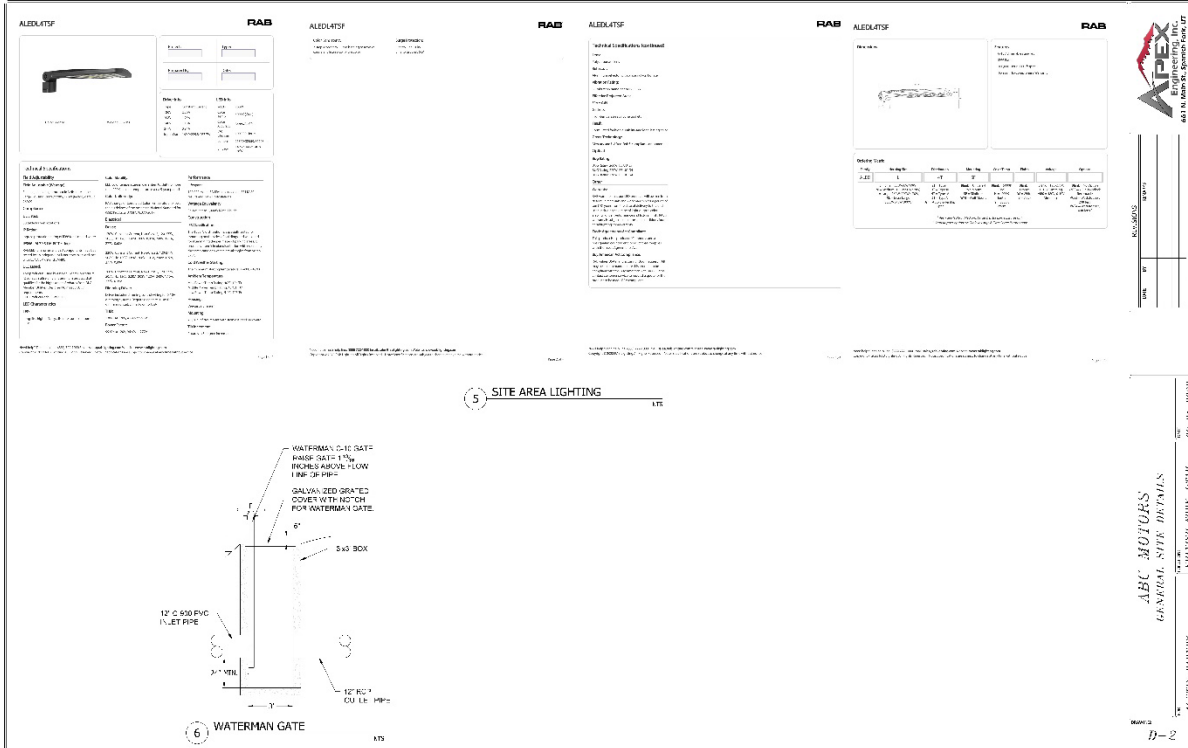
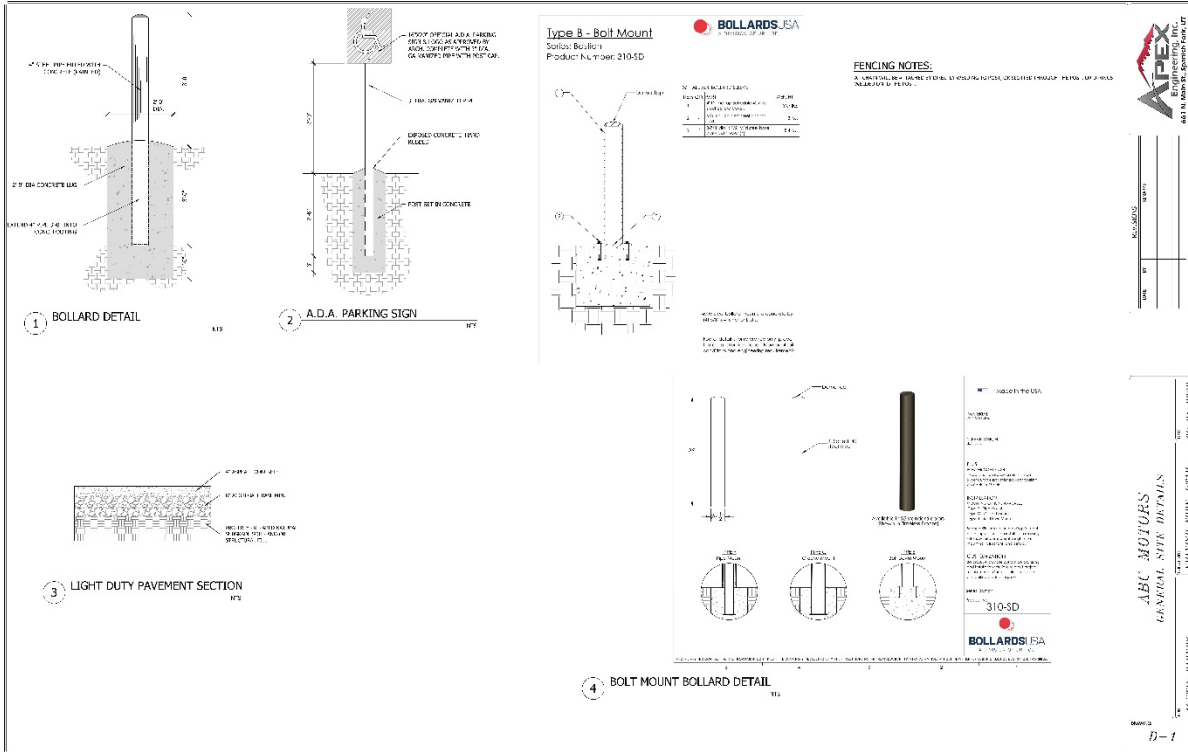
**PRELIMINARY PLAN - NOT FOR CONSTRUCTION**

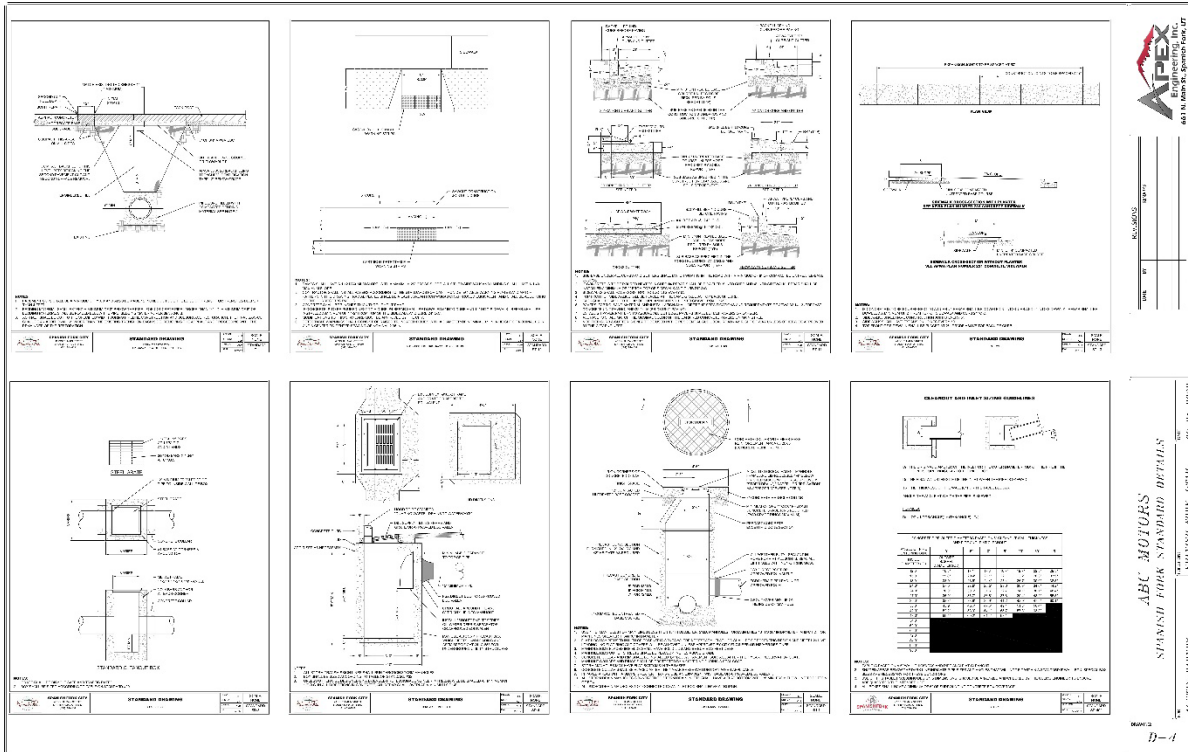
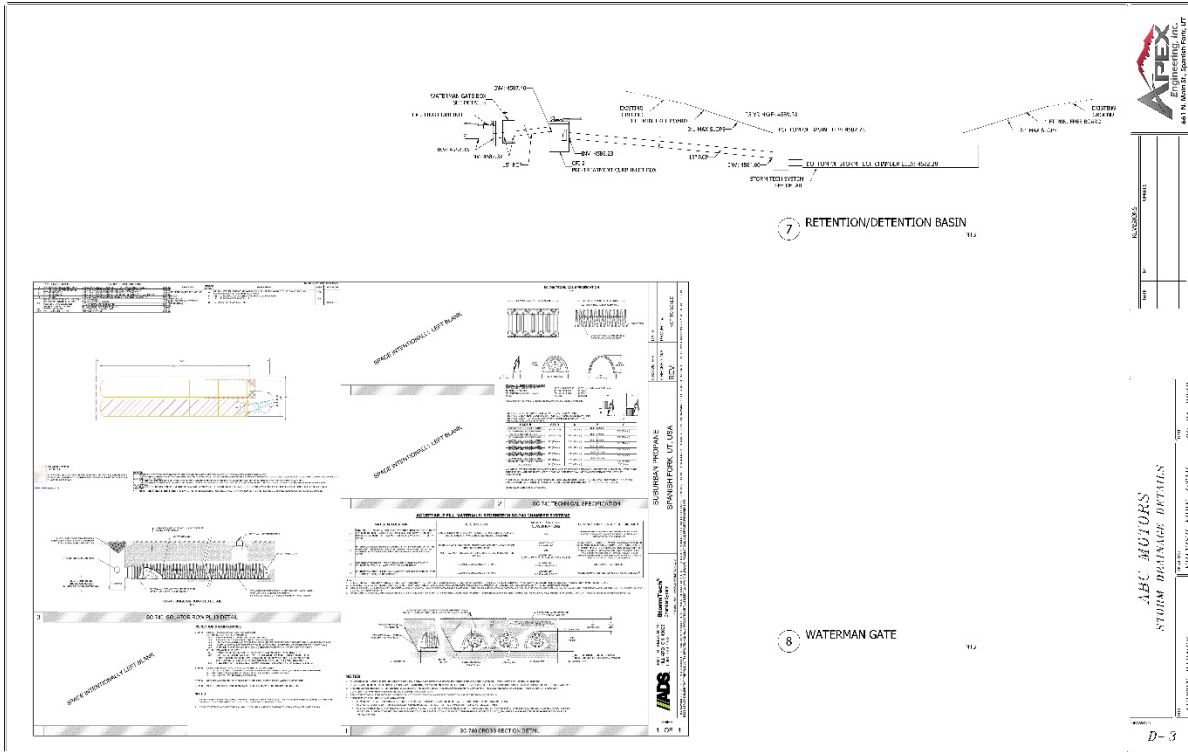
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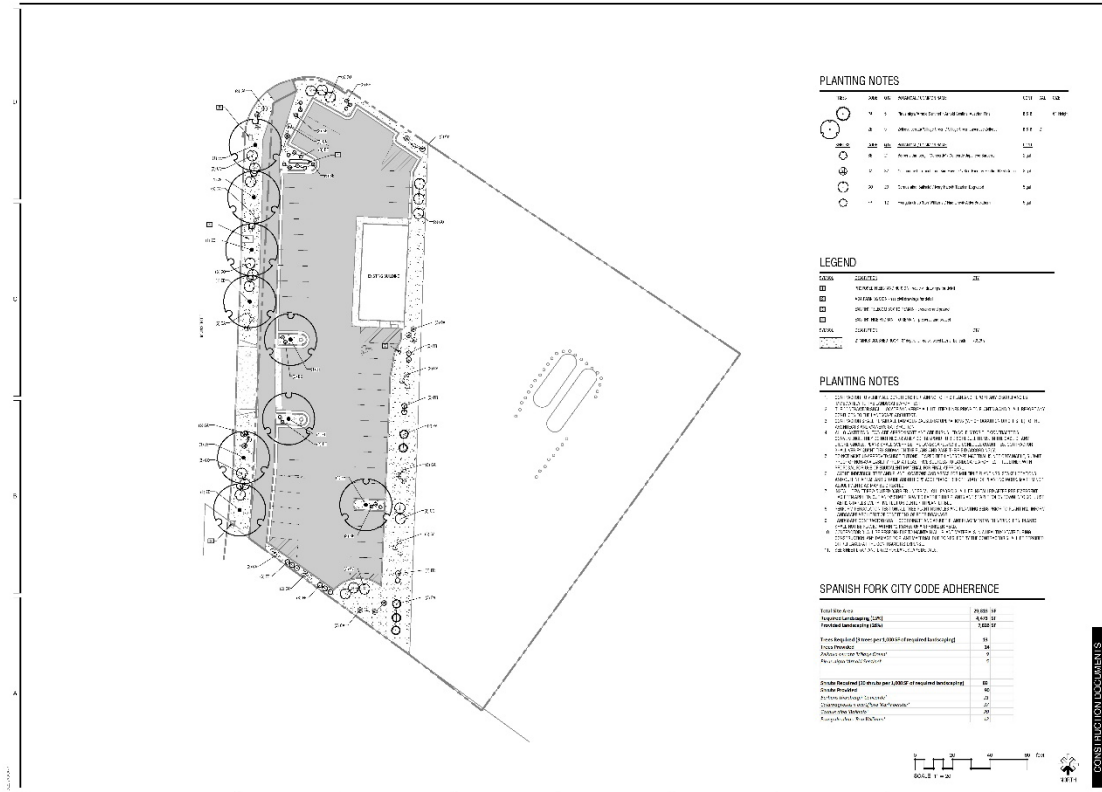










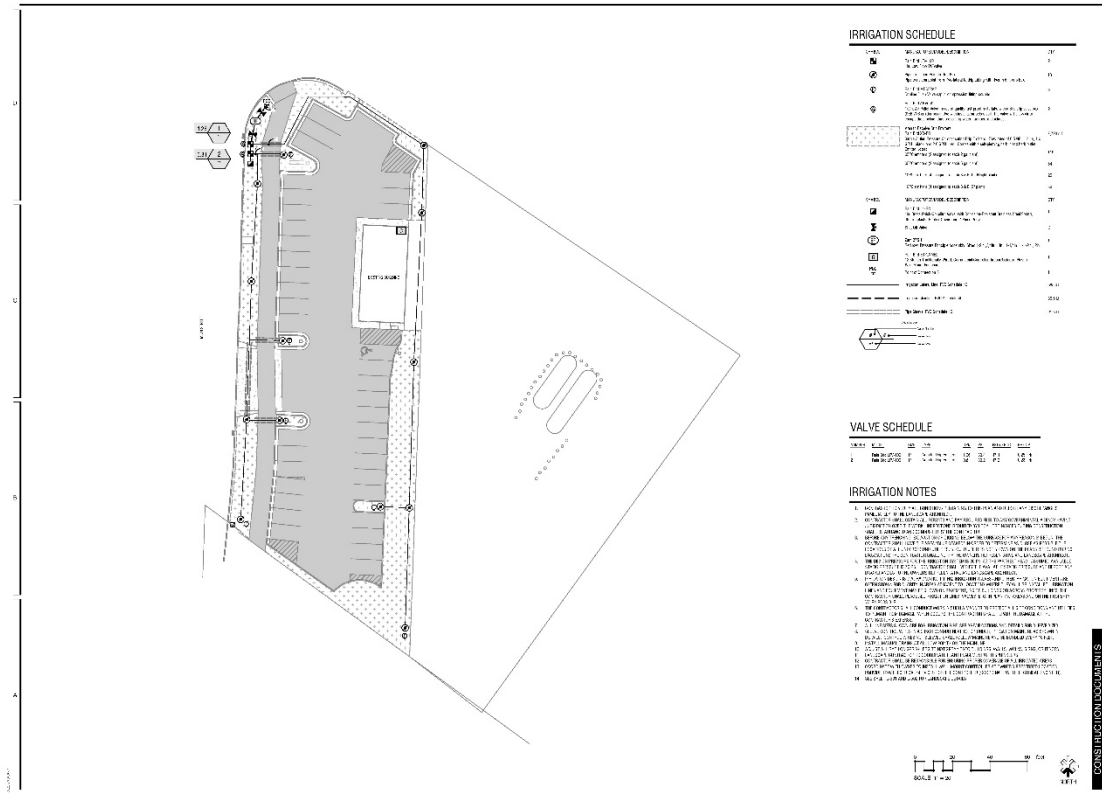


**design west** architects  
 1000 W. MAIN STREET  
 SPANISH FORK, UT 84601

**ABC MOTORS**  
 CONSTRUCTION DOCUMENTS  
 775 SOUTH MAIN STREET  
 SPANISH FORK, UT 84601

**CONSTRUCTION DOCUMENTS**

**PLANTING PLAN**  
 L-101



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 1000 W. MAIN STREET  
 SPANISH FORK, UT 84601

**ABC MOTORS**  
 CONSTRUCTION DOCUMENTS  
 775 SOUTH MAIN STREET  
 SPANISH FORK, UT 84601

**CONSTRUCTION DOCUMENTS**

**IRRIGATION PLAN**  
 L-201

**C1 CONIFER PLANTING**  
 1. PLANTING DEPTH  
 2. PLANTING WIDTH  
 3. PLANTING LENGTH  
 4. PLANTING HEIGHT  
 5. PLANTING DENSITY  
 6. PLANTING SPACING  
 7. PLANTING MATERIALS  
 8. PLANTING METHODS

**C2 TREE PLANTING**  
 1. PLANTING DEPTH  
 2. PLANTING WIDTH  
 3. PLANTING LENGTH  
 4. PLANTING HEIGHT  
 5. PLANTING DENSITY  
 6. PLANTING SPACING  
 7. PLANTING MATERIALS  
 8. PLANTING METHODS

**B1 TRENCH SECTION**  
 1. TRENCH DEPTH  
 2. TRENCH WIDTH  
 3. TRENCH LENGTH  
 4. TRENCH MATERIALS  
 5. TRENCH METHODS

**B2 PAVEMENT SLEEVE SECTION**  
 1. SLEEVE DEPTH  
 2. SLEEVE WIDTH  
 3. SLEEVE LENGTH  
 4. SLEEVE MATERIALS  
 5. SLEEVE METHODS

**B3 WALL MOUNT CONTROLLER - TRADITIONAL**  
 1. CONTROLLER DEPTH  
 2. CONTROLLER WIDTH  
 3. CONTROLLER LENGTH  
 4. CONTROLLER MATERIALS  
 5. CONTROLLER METHODS

**A1 CONTROLLER GROUNDING ROD FOR ALL SOIL TYPES**  
 1. ROD DEPTH  
 2. ROD WIDTH  
 3. ROD LENGTH  
 4. ROD MATERIALS  
 5. ROD METHODS

**A3 GROUND ROD SPHERE OF INFLUENCE**  
 1. SPHERE DEPTH  
 2. SPHERE WIDTH  
 3. SPHERE LENGTH  
 4. SPHERE MATERIALS  
 5. SPHERE METHODS

**D3 SHRUB AND PERENNIAL PLANTING**  
 1. PLANTING DEPTH  
 2. PLANTING WIDTH  
 3. PLANTING LENGTH  
 4. PLANTING HEIGHT  
 5. PLANTING DENSITY  
 6. PLANTING SPACING  
 7. PLANTING MATERIALS  
 8. PLANTING METHODS

**PLANTING SPECIFICATIONS**  
 1. PLANTING DEPTH  
 2. PLANTING WIDTH  
 3. PLANTING LENGTH  
 4. PLANTING HEIGHT  
 5. PLANTING DENSITY  
 6. PLANTING SPACING  
 7. PLANTING MATERIALS  
 8. PLANTING METHODS

**IRRIGATION SPECIFICATIONS**  
 1. IRRIGATION DEPTH  
 2. IRRIGATION WIDTH  
 3. IRRIGATION LENGTH  
 4. IRRIGATION HEIGHT  
 5. IRRIGATION DENSITY  
 6. IRRIGATION SPACING  
 7. IRRIGATION MATERIALS  
 8. IRRIGATION METHODS

design west architects  
 1000 15th Street, Suite 1000  
 San Francisco, CA 94103  
 TEL: 415.774.1100  
 WWW.DESIGNWESTARCHITECTS.COM

ABC MOTORS  
 CONSTRUCTION DOCUMENTS  
 1000 15th Street, Suite 1000  
 San Francisco, CA 94103  
 TEL: 415.774.1100  
 WWW.ABCMOTORS.COM

CONSTRUCTION DOCUMENTS

LANDSCAPE AND IRRIGATION DETAILS  
 L-501

**D2 BURR STS BACKFLOW PREVENTER**  
 1. VALVE DEPTH  
 2. VALVE WIDTH  
 3. VALVE LENGTH  
 4. VALVE MATERIALS  
 5. VALVE METHODS

**D4 QUICK COUPLING VALVE WITH WOOD STAKE**  
 1. VALVE DEPTH  
 2. VALVE WIDTH  
 3. VALVE LENGTH  
 4. VALVE MATERIALS  
 5. VALVE METHODS

**C3 MANFOLD VALVE & ASSEMBLY**  
 1. VALVE DEPTH  
 2. VALVE WIDTH  
 3. VALVE LENGTH  
 4. VALVE MATERIALS  
 5. VALVE METHODS

**C4 MANUAL DRAIN VALVE**  
 1. VALVE DEPTH  
 2. VALVE WIDTH  
 3. VALVE LENGTH  
 4. VALVE MATERIALS  
 5. VALVE METHODS

**B3 THREADED ISOLATION VALVE**  
 1. VALVE DEPTH  
 2. VALVE WIDTH  
 3. VALVE LENGTH  
 4. VALVE MATERIALS  
 5. VALVE METHODS

**B4 DRIP REMOTE CONTROL VALVE**  
 1. VALVE DEPTH  
 2. VALVE WIDTH  
 3. VALVE LENGTH  
 4. VALVE MATERIALS  
 5. VALVE METHODS

**A2 DRIPLINE CONNECTION N BOX**  
 1. BOX DEPTH  
 2. BOX WIDTH  
 3. BOX LENGTH  
 4. BOX MATERIALS  
 5. BOX METHODS

**A3 DRIP EMITTERS AROUND PLANT**  
 1. EMITTER DEPTH  
 2. EMITTER WIDTH  
 3. EMITTER LENGTH  
 4. EMITTER MATERIALS  
 5. EMITTER METHODS

**A4 DRIPLINE FLUSHING VALVE**  
 1. VALVE DEPTH  
 2. VALVE WIDTH  
 3. VALVE LENGTH  
 4. VALVE MATERIALS  
 5. VALVE METHODS

**A5 DRIPLINE AIR RELEASE VALVE**  
 1. VALVE DEPTH  
 2. VALVE WIDTH  
 3. VALVE LENGTH  
 4. VALVE MATERIALS  
 5. VALVE METHODS

design west architects  
 1000 15th Street, Suite 1000  
 San Francisco, CA 94103  
 TEL: 415.774.1100  
 WWW.DESIGNWESTARCHITECTS.COM

ABC MOTORS  
 CONSTRUCTION DOCUMENTS  
 1000 15th Street, Suite 1000  
 San Francisco, CA 94103  
 TEL: 415.774.1100  
 WWW.ABCMOTORS.COM

CONSTRUCTION DOCUMENTS

IRRIGATION DETAILS  
 L-502



# CONCEPT PLAN APPLICATION

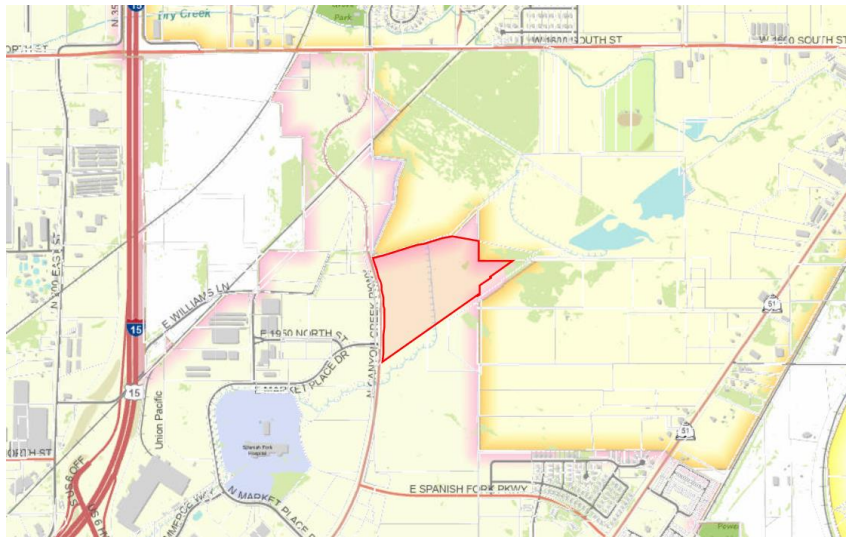
Thompson Thrift / Asilia

NEC Canyon Creek Parkway & Market Place Drive

June 19, 2023

## Project Location:

- NEC Canyon Creek Pkwy & Market Place Dr
- Parcel Number: A portion of 26:052:0039



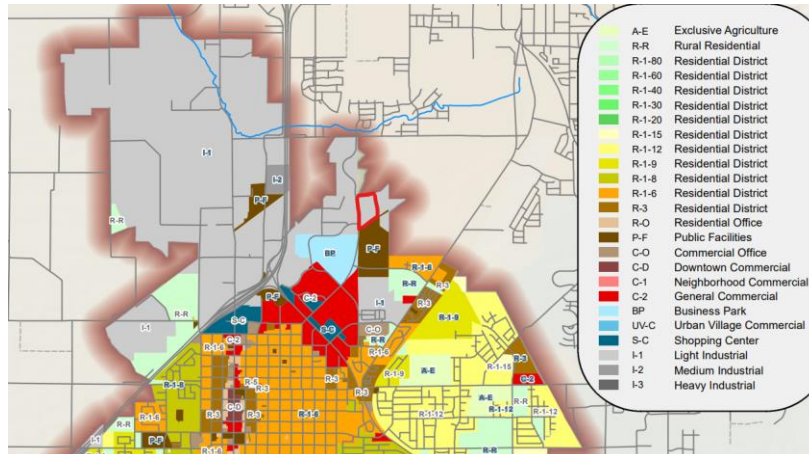
Vicinity Map

## Existing Conditions:

- Vacant, undeveloped land
- Agricultural use

## Existing Zoning:

- I- 1 (Light Industrial)



## Zoning Map

### General Plan:

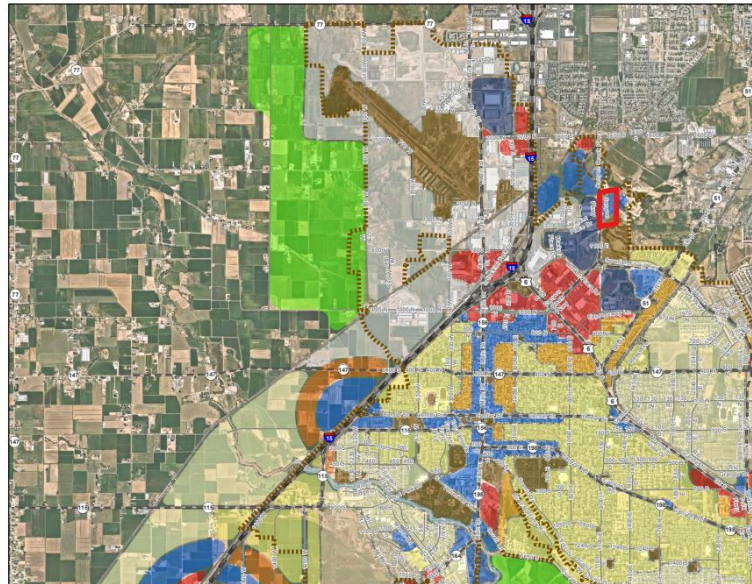
- Industrial
- Mixed Use
- Public Facilities

### Spanish Fork General Plan



1 inch = 3,500 ft

- Agricultural
- Business Park
- Commercial
- Floodplain (FLOODWAY)
- Industrial
- Estate Density Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Urban Density Residential
- Mixed Use
- Public Facilities



Comprehensive Plan Map

### Entitlement Applications:

- General Plan Amendment
- Rezone to R-4
- Plat

### Project Details:

- 336 Unit Multifamily Community
  - •Number of 3 BRs: 36
  - •Number of 2 BRs: 168
  - •Number of 1 BRs: 132

### Amenities:

- Swimming Pool
- Clubhouse
- Fitness Center
- Outdoor Fire Pits
- Outdoor Kitchen Grills
- Outdoor Gathering Area with Pavilion
- Dog Park / Dog Wash
- Pickle Ball / Sports Court
- Recreational Turf for Outdoor Games and Activities

Site Plan (See attached plans for details):



**PROPOSED SITE PLAN**
**SITE DATA**

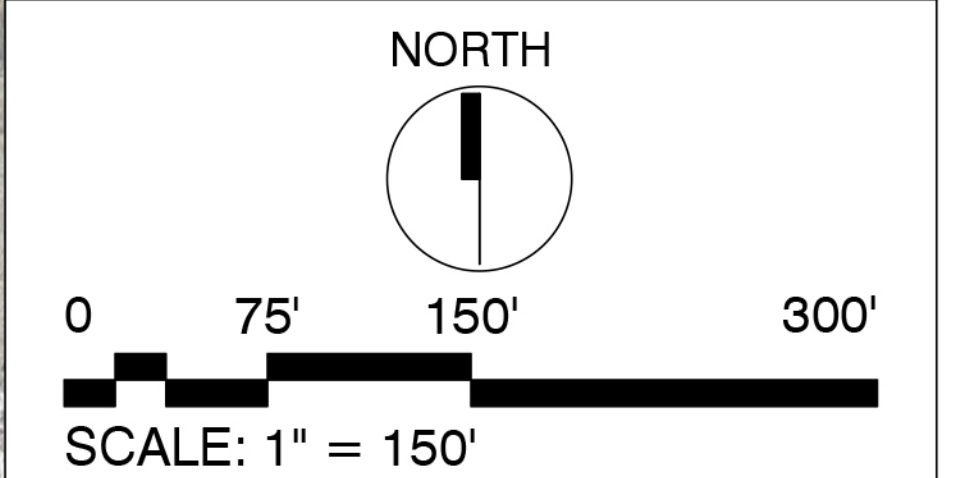
SITE AREA	16.79± AC
BUILDING	336 UNITS
TOTAL PARKING	611 SPACES
ADA SPACES	12 SPACES
GARAGES	100
RATIO	1.82 SPACES PER UNIT

BUILDING A =	3
BUILDING B =	2
BUILDING C =	3
BUILDING D =	2

1 BEDROOM UNITS	132
132 x 1 =	132 SPACES
2 BEDROOM UNITS	168
168 x 2 =	336 SPACES
3 BEDROOM UNITS	36
36 x 3 =	108 SPACES
TOTAL	576 SPACES NEEDED
	611 SPACES SHOWN
	1.060 SPACES PER BEDROOM

OPEN SPACE REQUIRED	30% 219,450 SF
OPEN SPACE SHOWN	43.6% 318,840 SF

IMPERVIOUS AREA MAXIMUM	70% 512,050 SF
IMPERVIOUS AREA SHOWN	56.4% 412,661 SF



**SPANISH FORK,  
UTAH**  
CANYON CREEK PKWY &  
MARKET PLACE DR

DATE:	DRAWING #
06.15.2023	4



**PROPOSED SITE PLAN**
**SITE DATA**

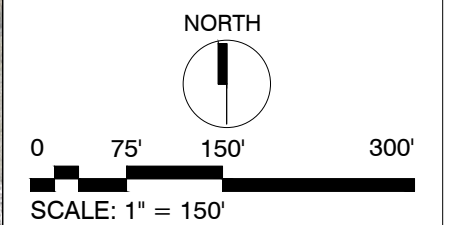
SITE AREA	16.79± AC
BUILDING	336 UNITS
TOTAL PARKING	611 SPACES
ADA SPACES	12 SPACES
GARAGES	100
RATIO	1.82 SPACES PER UNIT

BUILDING A =	3
BUILDING B =	2
BUILDING C =	3
BUILDING D =	2

1 BEDROOM UNITS	132
132 x 1 =	132 SPACES
2 BEDROOM UNITS	168
168 x 2 =	336 SPACES
3 BEDROOM UNITS	36
36 x 3 =	108 SPACES
TOTAL	576 SPACES NEEDED
	611 SPACES SHOWN
	1.060 SPACES PER BEDROOM

OPEN SPACE REQUIRED	30%
	219,450 SF
OPEN SPACE SHOWN	43.6%
	318,840 SF

IMPERVIOUS AREA MAXIMUM	70%
	512,050 SF
IMPERVIOUS AREA SHOWN	56.4%
	412,661 SF



**SPANISH FORK,  
UTAH**  
CANYON CREEK PKWY &  
MARKET PLACE DR

DATE:	DRAWING #
06.13.2023	4



Example Product Types:

Clubhouse / Leasing Center

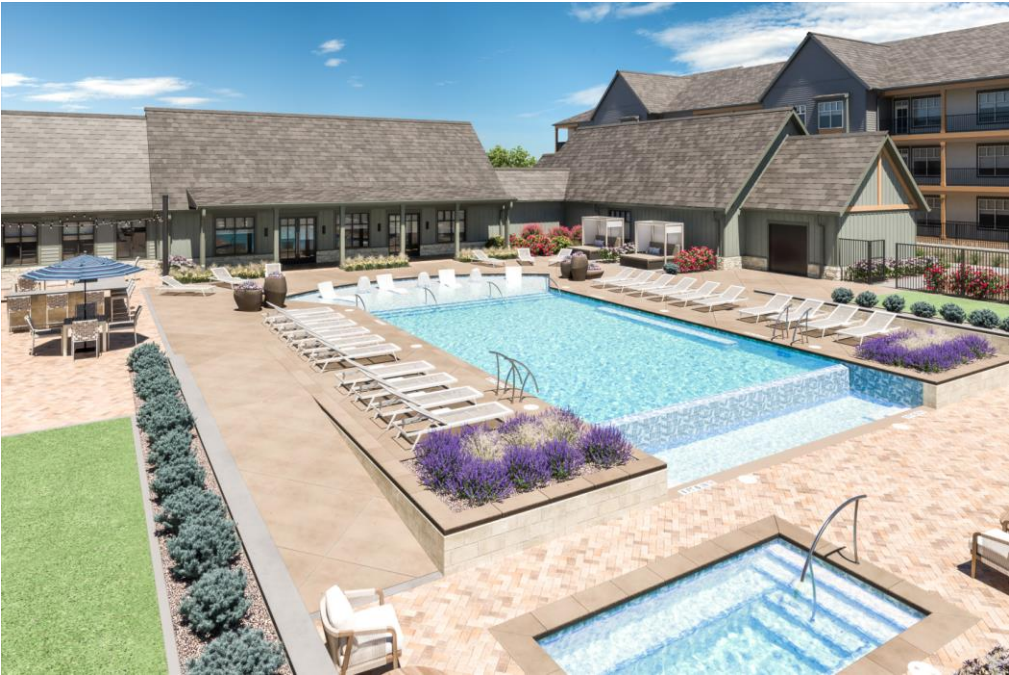




Interior



Amenity Spaces





**Multifamily Building Renderings**





## Spanish Fork Development Standards Table (R-4)

Standard	Code Section	City Requirement	Proposed	Complies	Notes
Multifamily Use	15.3.16.032	Permitted by Right	Rezone to R-4 to be Permitted by Right	Yes	Proposal Complies with the R-4 Standards
Maximum Density	15.3.16.032.E	20 DU/AC	20 DU/AC	Yes	
Minimum Project Size	15.3.16.032.E	12 AC	16.79 AC	Yes	
Minimum Street Frontage	15.3.16.032.E	80 FT	~1,300 FT		
Maximum Impervious Surface	15.3.16.032.E	70% of Project Area	56.4% of Project Area	Yes	
Minimum Finished Living Space	15.3.16.032.E	1BR – 800 SF 2BR – 1,080 SF 3BR – 1,240 SF	1BR – 805 SF 2BR – 1,136 SF 3BR – 1,314 SF	Yes	
Maximum Building Height	15.3.16.032.F	50 FT	45 FT	Yes	
Building Design	15.3.16.032.F	Min 3 Colors 50% Brick, Stone, Synthetic Stone No more than 25% stucco	Min 3 Colors 50% Brick, Stone, Synthetic Stone No more than 25% stucco	Yes	
Minimum Open Space	15.3.16.032.F	30% of Gross Area	43.6% of Gross Area	Yes	
Minimum Landscape	15.3.16.032.F	25% of Project Area	25% of Project Area	Yes	
Amenities Location	15.3.16.032.F	Centrally Located	Centrally Located	Yes	
Minimum Number of Amenities	15.3.16.032.F	7	7	Yes	
Minimum Driveway Spacing (Min Art)		350 FT	386 FT	Yes	
Parking Location	15.3.16.032.F	Parking located behind multifamily structures	Parking in front of buildings with access from internal private drive aisles	Yes	
Building Placement and Orientation	15.3.16.032.F	Multifamily structures shall front onto a public right-of-way where possible.	See "Roadway Frontage Exhibit" attached	Yes	
Minimum Parking Spaces	15.3.16.032.F	2.5 spaces per unit	1.8 spaces per unit	No	See attached Documentation
Minimum Enclosed Garages	15.3.16.032.E	60% of units	30% of units	No	

## Parking Standards Cover Memo

The following materials are submitted to the City of Spanish Fork to validate and substantiate the parking standards that Thompson Thrift has established for our multifamily communities.

- Parking Analysis - Reeve & Associates, Inc.
- Parking Performance Data - Thompson Thrift, Development
- Parking Performance / Tenant Satisfaction Letter - Thompson Thrift, Asset Management
- Parking Management Plan - Thompson Thrift, Community Management

We have completed more than 70 multifamily communities in 21 states since 2008 and have determined that the appropriate parking ratio standard is a 1:1 ratio (1 parking space per bedroom). This standard aligns with the national ITE standard for multifamily housing of 0.8 to 1.0 parking spaces per bedroom.

Thompson Thrift continues to receive recognition from national associations (2023 NAA Excellence Award) as well as our residents (ORA 1% Elite Status). Our success is a result of the high standards that we've developed for our communities over the years, including parking standards and parking management.

We hope you find this information helpful in understanding that it is in Thompson Thrift's best interest to properly plan for and manage our residents' parking. We look forward to working with the City to modify its parking requirements for our community based on the following supporting documentation.





June 19, 2023

Spanish Fork City  
Dave Anderson  
Community & Economic Development Department Director  
Spanish Fork, UT 84660

**RE: Thompson Thrift Residential Parking Analysis**

Mr. Anderson,

Reeve and Associates is pleased to provide the following analysis of the parking requirements for the development of a multifamily residential project on Canyon Creek Parkway. Our evaluation includes an analysis of the Spanish Fork City Code, Institute of Transportation Engineers (ITE) Parking Generation Manual, and other adjacent jurisdictions, in conjunction with the findings of Thompson Thrift Residential analysis of their communities across 21 states.

**Code Analysis**

SFMC 15.3.16.032 R-4 Residential District, E. Development Standards, 2.5 parking spaces per unit, with 60% of the spaces being in garages and 0.5 space per unit is available for guests.

*Ratio of 2.5 parking spaces per unit, 0.60 garage per unit.*

SFMC 15.3.16.033 R-5 Residential District, E. Development Standards, 2.25 spaces for each unit in the development. One covered parking space shall be provided for each unit with 50% being garages.

*Ratio of 2.25 parking spaces per unit, 0.5 garage per unit.*

SFMC 15.4.16.120 Off Street Parking, C, Residential, Multi-family, 2 spaces for each home, with the parking consisting of 1 garage per unit and 1 open space per unit. In addition, 1 guest parking space is required for every 3 homes. *Total ratio of 2.33 parking spaces per unit, 1 garage per unit.*

ITE Land Use 221 Multifamily Housing (Mid-Rise), General Urban/Suburban, Not within ½ mile of a rail transit, 1.7 per unit, or **1.0 per bedroom**. This is consistent with Thompson Thrift's standard.

*Ratio of 1.7 parking spaces per unit.*

Ogden City Code, 15-12-3, Number of Parking Spaces Required Dwelling Unit, more than 4, within the C-2/Cp-2 zone, minimum of 1.5 stalls per unit and a maximum of 2 stalls per unit.

**Parking Evaluation**

Parking requirements vary between communities and can vary based on the unit mix proposed within a multifamily project. A site that is properly parked provides sufficient parking for the residents and guests without resulting in overflow parking onto adjacent streets or properties. Excessive parking on a site can also take away from usable amenity space that can be enjoyed by the tenants of the development.

Developments can provide covered parking as an additional perk for their tenants to protect their cars from some of the elements of the weather without requiring additional area for the parking lots. The use of garages at multi-family projects has been found to be limited in nature and when they are used results in additional open space lost to accommodate the required size of the garages. It is common that rent for a garage is in addition to the rent for the dwelling unit.

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office@reeve.co • reeve.co



Reeve and Associates has completed designs for several multifamily projects throughout Utah that have been successful in meeting the parking needs of the developments. Reeve and Associates has designed multifamily projects that were approved with parking ratios as low as 1.0 parking stall per unit.

A review of the ITE guidance and the experience of Reeve and Associates has found that parking needs are in correlation to the number of bedrooms provided within the dwelling unit. When there are more than 2 bedrooms in the dwelling units it is likely that 1 or more of the bedrooms is occupied by a non-driving individual.

The project proposed by Thompson Thrift Residential has a proposed mix of 132, 1-bedroom units, 168, 2-bedroom units and 36, 3-bedroom dwelling units for a total of 336 units. The parking requirements for this project in accordance with SFMC would range from 756-840 stalls, with 168 to 336 stalls being located within garages. According to the guidance of ITE, the parking requirement would be reduced to 571 stalls at the 1.7 per unit ratio, or 576 stalls at the **1 per bedroom ratio**.

Thompson Thrift Residential has developed more than 70 communities in across 21 states in which they have been able to evaluate the parking needs and success/failures found in the number of parking spaces provided within each development. They have found that providing 1 space per bedroom, following the guidance of ITE, provides for a successfully parked multifamily community. As an attachment to this memo we have provided their testimony and analysis of their different communities.

### **Recommendation**

An evaluation of the unit mix proposed within this development and based on the experience of Reeve and Associates it is our recommendation that the City of Spanish Fork consider a reduction in their code and allow for a parking requirement of **1 parking space per bedroom**. This project will be designed to maximize the open space and amenities for the tenants which will result in a better environment for Thompson Thrift's residents.

Sincerely,

A handwritten signature in blue ink that reads 'Jeremy Draper'.

Jeremy Draper, PE, MBA  
Civil Engineering Director  
Reeve & Associates, Inc.  
[jeremy@reeve.co](mailto:jeremy@reeve.co)

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## Land Use: 221 Multifamily Housing (Mid-Rise)

### Description

Mid-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and with between three and 10 levels (floors) of residence. Multifamily housing (low-rise) (Land Use 220), multifamily housing (high-rise) (Land Use 222), and affordable housing (Land Use 223) are related land uses.

### Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday (one general urban/suburban study site), a Saturday (two general urban/suburban study sites), and a Sunday (one dense multi-use urban study site).

Hour Beginning	Percent of Peak Parking Demand		
	Weekday	Saturday	Sunday
12:00–4:00 a.m.	100	100	100
5:00 a.m.	94	99	–
6:00 a.m.	83	97	–
7:00 a.m.	71	95	–
8:00 a.m.	61	88	–
9:00 a.m.	55	83	–
10:00 a.m.	54	75	–
11:00 a.m.	53	71	–
12:00 p.m.	50	68	–
1:00 p.m.	49	66	33
2:00 p.m.	49	70	40
3:00 p.m.	50	69	27
4:00 p.m.	58	72	13
5:00 p.m.	64	74	33
6:00 p.m.	67	74	60
7:00 p.m.	70	73	67
8:00 p.m.	76	75	47
9:00 p.m.	83	78	53
10:00 p.m.	90	82	73
11:00 p.m.	93	88	93

## Additional Data

In prior editions of *Parking Generation*, the mid-rise multifamily housing sites were further divided into rental and condominium categories. An investigation of parking demand data found no clear differences in parking demand between the rental and condominium sites within the ITE database. As more data are compiled for future editions, this land use classification can be reinvestigated.

The average parking supply ratios for the study sites with parking supply information are shown in the table below.

Setting	Proximity to Rail Transit	Parking Supply Ratio	
		Per Dwelling Unit	Per Bedroom
Center City Core	Within ½ mile of rail transit	1.1 (15 sites)	1.0 (12 sites)
Dense Multi-Use Urban	Within ½ mile of rail transit	1.2 (39 sites)	0.9 (34 sites)
	Not within ½ mile of rail transit	1.2 (65 sites)	0.8 (56 sites)
General Urban/Suburban	Within ½ mile of rail transit	1.5 (25 sites)	0.8 (12 sites)
	Not within ½ mile of rail transit	1.7 (62 sites)	1.0 (39 sites)

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in California, Colorado, District of Columbia, Maryland, Massachusetts, New Jersey, New York, Oregon, Virginia, Washington, and Wisconsin.

*It is expected that the number of bedrooms and number of residents are likely correlated to the parking demand generated by a residential site. Parking studies of multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex). Future parking studies should also indicate the number of levels contained in the residential building.*

## Source Numbers

21, 209, 247, 255, 277, 401, 402, 419, 505, 512, 522, 533, 535, 536, 537, 538, 545, 546, 547, 575, 576, 577, 579, 580, 581, 583, 584, 585, 587

## Multifamily Parking

1. Exhibit 1 below is a table of existing Thompson Thrift multifamily communities with parking data.
2. Properties that have less than a 1:1 ratio of 1 parking space per bedroom (highlighted in red below) had parking issues that our community management team had to find solutions to.
3. Properties that have a minimum 1:1 ratio of 1 parking space per bedroom operate well and have not had parking issues.
4. Our current standard is based on what we've learned from our previous communities; that 1 parking space per bedroom is the optimal standard and anything less is problematic, which is in line with the ITE national standard for multifamily communities.

# Exhibit 1

BELOW ONE PER BED RATIO					
Project Name	Total Units	Parking Stalls	Total Parking	Total Parking per Bedroom	Date (NTP, CC, or CA)
CO, Aurora, S Dallas St	63	134	134	0.67	4/30/2019
TX, Spring, Discovery Creek Blvd	308	342	461	0.82	1/12/2014
IA, West Des Moines, Galleria Dr	176	216	266	0.83	10/3/2013
MO, Kansas City, Barrybrooke Dr	276	326	381	0.84	3/17/2020
TX, Tomball, Tomball Pkwy	328	385	495	0.86	12/15/2014
AR, Rodgers, S Promenade Blvd	220	126	346	0.87	9/28/2015
CO, Castle Pines, Lagae Rd	214	303	488	0.89	6/21/2021
TX, Spring, Grand Pkwy	336	430	530	0.92	2/18/2019
CO, Denver, Golfers Way	52	152	152	0.93	5/7/2021
FL, Davenport, Kemp Rd	328	471	539	0.93	6/14/2019
TN, Franklin, Mallory Station Rd	89	59	265	0.93	8/24/2022
CO, Denver, Tower Rd 2	206	293	338	0.94	8/10/2018
AZ, Peoria, N Lake Pleasant Pkwy	140	104	275	0.94	3/2/2020
FL, Port St. Lucia, Community Blvd	214	405	453	0.95	6/17/2021
MO, Kansas City, Ambassador Dr	292	510	510	0.97	10/25/2017
FL, Venice, Pinebrook Rd	244	414	502	0.98	12/13/2021
IN, Fishers, 116th	260	353	400	0.99	11/7/2018
MO, Chesterfield, Lydia Hill Dr	345	420	598	0.99	2/16/2017
CO, Colorado Springs, Akers Dr	300	408	504	1.00	11/11/2021
CO, Aurora, E Applewood St	300	180	540	1.00	4/23/2014
FL, Stuart, US 1	284	388	484	1.01	9/10/2019
CO, Colorado Springs, Continental Hts	244	369	437	1.01	10/2/2017
IN, Mishawaka, Fir Rd	290	241	531	1.02	4/17/2017
FL, Ocala, 48th Ave	320	457	554	1.02	5/16/2022
CO, Monument, Jackson Creek Pkwy	264	358	454	1.02	11/21/2022
IN, Whitestown, Grove Pass	266	284	480	1.03	1/2/2014
AZ, Buckeye, Yuma Rd	252	351	431	1.03	1/16/2023
MN, Woodbury, Spring Hill Dr	91	24	297	1.03	9/12/2022
CO, Fort Collins, Shields St	319	555	555	1.03	3/3/2022
FL, Naples, Bedzel Cir	320	549	549	1.03	Nov-19
CO, Parker, E Main St	306	334	533	1.04	5/2/2014
AZ, Gilbert, Ray Rd	250	218	468	1.04	8/1/2018
NC, Charlotte, Mallard Creek Rd	276	414	478	1.05	4/12/2021
CO, Greeley, Centerplace Dr	336	499	608	1.06	1/16/2023
PA, Cranberry, Strand Rd	276	393	473	1.07	3/2/2021
CO, Colorado Springs, Tutt Blvd	360	555	684	1.08	10/12/2020
FL, Daytona, Williamson Blvd	300	467	555	1.08	4/20/2022
AL, Huntsville, Balch Rd	324	495	595	1.08	2/6/2020
TX, Conroe, Town Park Dr	288	463	533	1.08	12/30/2019
MO, O'Fallon, Technology Dr	316	472	573	1.09	10/5/2020
FL, Ellenton, 60th Ave	320	496	592	1.09	2/8/2022
FL, Panama City Beach, US 98	312	487	568	1.10	7/20/2020
AZ, Gilbert, Gilbert Rd	302	542	542	1.12	6/9/2020
CO, Longmont, Erfert St	336	535	648	1.13	2/28/2022
PA, Coraopolis, Marketplace Blve	336	555	672	1.14	1/3/2022
MO, Raymore, Dean Ave	300	486	582	1.15	8/29/2022
CO, Longmont, S Martin St	276	424	536	1.18	2/1/2016
IN, Fishers, USA Pkwy	242	485	661	1.18	11/29/2021
CO, Fountain, Metropolitan Road	336	574	686	1.19	4/24/2023
AR, Fayetteville, E Dunbar Ln	306	428	648	1.20	1/5/2016
CO, Parker, Twenty Mile Rd	294	305	640	1.22	10/17/2016
MI, Grand Rapids, 4 Mile Rd	320	495	725	1.29	8/31/2020
MI, Lyon Township, Lyon Center Dr	304	294	695	1.31	3/21/2021
MI, Wyoming, Wilson Ave	344	211	819	1.34	8/1/2022
FL, Rockledge, Fiske Blvd	380	803	894	1.38	Unknown
AL, Huntsville, Governors W	244	412	564	1.42	8/11/2017

June 5, 2023

City of Spanish Fork  
Dave Anderson  
Community & Economic Development Department Director  
40 S Main Street  
Spanish Fork, UT 84660

RE: Thompson Thrift Residential - Parking Performance / Tenant Satisfaction

Mr. Anderson,

Thompson Thrift Residential is a national developer of luxury resort-style multifamily communities. Established in 1986, we have completed over 17,000 multifamily units in 70 residential communities across 21 states. Our teams include land acquisitions managers who find premium sites, development managers who obtain entitlement approvals, and design team members who obtain building permits. From there, we have our own in-house construction company, Thompson Thrift Construction, and in-house Community Management team that oversees leasing and property management. By managing the process from early due diligence, through construction and into lease-up and property management, Thompson Thrift is able to ensure the highest quality community for our residents.

As a testament to the overall measurement of success and quality product Thompson Thrift offers in several markets nationwide, we hold ourselves to higher standards than the national norms. To ensure we maintain consistent levels of excellence in product and services to our residents and the communities we serve it is our standard practice to gather and analyze all available data speaking to Resident Satisfaction. We measure this in a number of ways and are always looking for new angles to dig deeper. The metrics that we lean on heavily in the current environment are Resident Retention percentages and Resident Satisfaction survey results. In our experience these speak most to our quality of product and services when current residents are happy with their experience, choose to renew, and extend their desire to call our communities home.

Over time we have reliably outperformed our competition when it comes to both Resident Retention and Resident Satisfaction. As compared to the National Average Renewal Retention of 54.8% in August 2022 provided by Realpage Analytics, Thompson Thrift achieved an overall Renewal Retention of 60.5% for the entire portfolio and excelled to 69.7% for our Stabilized Communities in 2022.

Similarly, when comparing our Resident Satisfaction survey results we use a reputable service, J Turner Research, to measure our success. The current National Average score on a scale of 10 is 6.51 where Thompson Thrift has achieved a year-to-date 2023 full portfolio average score of 7.65 and again elevating to 7.70 for our Stabilized Communities. Thompson Thrift consistently delivers resident satisfaction scores 15% higher than the industry national average and has consistently achieved ORA's 1% Elite Status since 2019 in at least 2 communities each year (top 1% of all multifamily and single-family communities for online reputation in the nation). Per the J Turner Research website: *"The ORA® (Online Reputation Assessment) Score, unique to the multifamily industry, is the only inclusive reputation score that monitors ratings for any community that receives an online review."*

Over the course of completing and operating more than 70 communities, we have established parking standards that have been borne out to optimize our residents' experience. Our standard requirement for parking is 1 parking space per bedroom or 1.7 parking spaces per unit. As demonstrated above, our residents consistently rate their living experience in our communities in the top tier of multifamily communities across the country.

Thompson Thrift's success as a national developer and owner of multifamily communities is based on our fundamental commitment to ensure the highest quality of experience for our residents. Because our reputation is well-established, we believe our high standards meet or exceed local standards in all markets across the country.

We look forward to working with the City of Spanish Fork to apply parking standards that will ensure our community's success both for our residents and for the City.

Kind regards,



**Matthew Powell**

**VICE PRESIDENT ASSET MANAGEMENT**

**Direct** / (317) 671-7224 • **Mobile** / (574) 780-1690

Thompson Thrift

111 Monument Circle, Suite 1500, Indianapolis, IN 46204

## PARKING MANAGEMENT PLAN

Thompson Thrift's Community Management teams manage our multifamily communities beginning with initial lease-up and continuing through day-to-day operations. At Thompson Thrift our success is more than just numbers; it's living out our mission:

**"TO POSITIVELY IMPACT OUR TEAM MEMBERS AND THE COMMUNITIES WE SERVE"**

Thompson Thrift was recently awarded the 2023 NAA (National Apartment Association) Excellence Award in the #NAAGives category! The #NAAGives Award recognizes a company dedicated to making a difference. Thompson Thrift won the award for our continued commitment to offering team members opportunities to live our mission through Thompson Thrift Serve's three Areas of Impact: Community, Global, and Team.



*"TT Serve is honored to be recognized for positively impacting our team members and the communities we serve. This award is a testament to the cumulative efforts of so many over the last five years to build such a comprehensive philanthropy program. Our desire is to inspire our peers and other companies to develop their vision of philanthropy and create a positive impact. Thank you, Thompson Thrift, for living out our mission in such compelling ways!" - Keith Carlson, Director of Philanthropy.*

Receiving the #NAAGives Award was made possible by the hard work and dedication of our team members some of whom prepared the high-level summary below of how sites are managed, and will be managed in Spanish Fork.

It is in Thompson Thrift's best interest to properly plan for and manage our residents' parking. The following information was pulled from the National Apartment Association's "Apartment Lease Contract" template for the State of Utah, which includes addendums to address policies for parking and enclosed garages.

Per State laws, we are allowed to do the following in our lease agreements regarding parking:

- Apartment Lease Contract, Paragraph 22:
  - Parking – We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed.
    - This goes on to list what defines a vehicle unauthorized or illegally parked (i.e.: takes up more than one parking space, illegally parked in handicap space, blocking a vehicle from exiting or in fire lane, parked in visitor/retail parking space etc.).
- Community Policies, VI:
  - Automobiles/Recreational Vehicles –

**VI. AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only \_\_\_\_\_ vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a \_\_\_\_\_ hour notice is placed on the vehicle.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

- We input how many vehicles per licensed Resident are allowed within our community on our default lease.

- There's a Special Provisions section available within the Addendum to input additional verbiage. "The following special provisions control over conflicting provisions of this printed form."
  - Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules or community policies.
- We hope this information is helpful in understanding that it is in Thompson Thrift's best interest to properly plan for and manage our residents' parking. It is efforts such as these that have led Thompson Thrift to achieve not only the 2023 NAA Excellence Award, but also the ORA 1% Elite Status result from our resident satisfaction surveys.

## ROADWAY FRONTAGE EXHIBIT



The City's municipal zoning code requires multifamily units to front along public rights-of-way where possible. Section 15.3.16.032 (R-4 Residential District) provides:

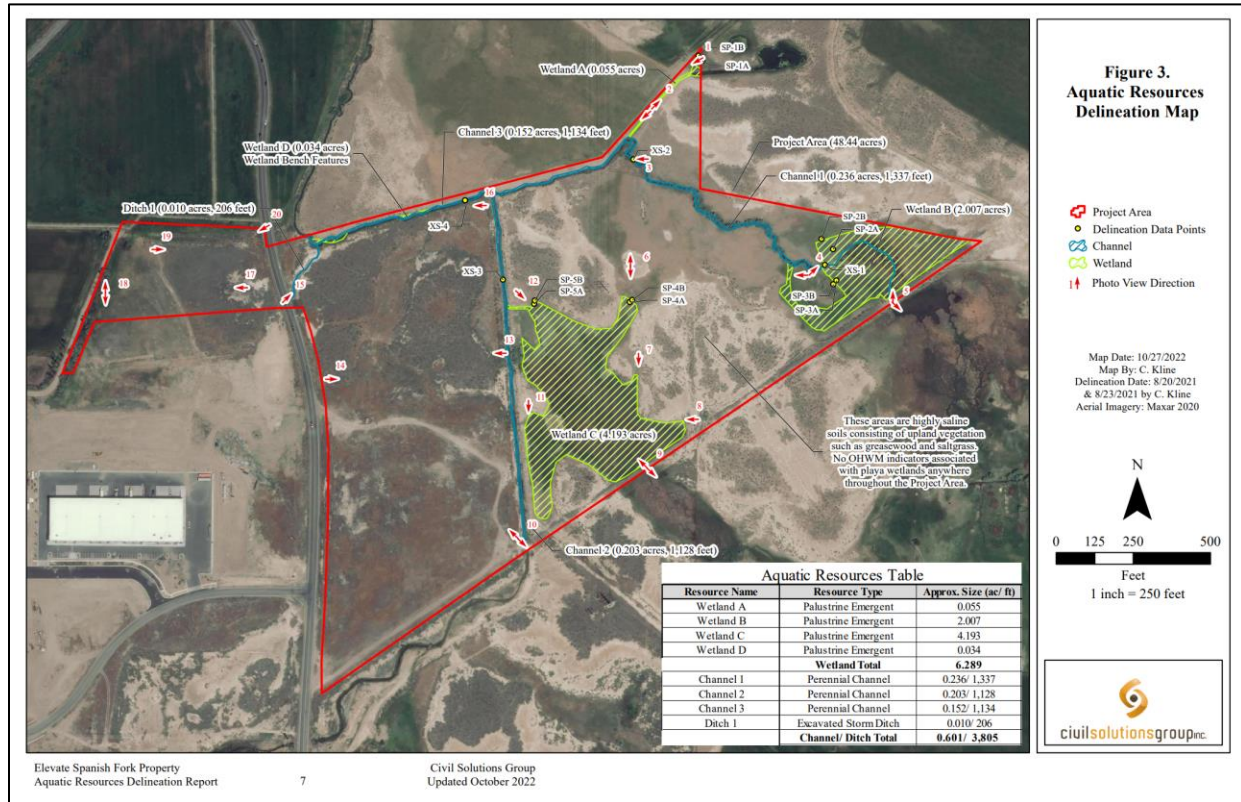
**F. Development Design**

**b. Multifamily projects shall include elements that engage public right-of-way and common areas.**

**(1) Where possible, units shall have direct access to the public right-of-way.**

The proposed private multifamily community will be a private gated community fronting along Canyon Creek Parkway. As such, there will be no public roadways within the gated community internal to our site. The northern roadway is anticipated to be a private road to serve future development of the remainder of the parent parcel to the east from Canyon Creek Parkway.

The site is constrained with wetlands along its north and east property boundaries. See Figure 3 Aquatic Resources Delineation Map below, which has been verified by the US Army Corps of Engineers (ref. copy of letter dated April 18, 2023, inserted below).



The project will construct half-width improvements to Canyon Creek Parkway to the City's Minor Arterial standards. Three of the proposed 10 buildings front onto this public right-of-way. The remaining buildings front onto internal drive aisles that provide direct access to the public right-of-way, thereby complying with Code.

Other than Canyon Creek Parkway, there are no other existing public roadways adjacent to our site. The land adjacent to the south is owned by the City of Spanish Fork and may provide for a public roadway in the future if the City determines that it is warranted.

For the reasons stated above, we believe our proposal complies with the City's requirement for direct access to the public right-of-way.



DEPARTMENT OF THE ARMY  
U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT  
1325 J STREET  
SACRAMENTO CA 95814-2922

April 28, 2023

Regulatory Division (SPK-2021-00734)

Elevate Development Partners  
Attn: Mr./Ms. Collin Reid  
12527 Wildflower Lane  
Highland, Utah 84003  
Collin@elevatecre.net

Dear Mr. Reid:

We are responding to your request for verification of an aquatic resource delineation for the Elevate Spanish Fork property. The approximately 48.44-acre project site is located east of the North Canyon Creek Parkway and East Market Place Drive intersection, Latitude 40.13656°, Longitude -111.633302°, Spanish Fork, Utah County, Utah (enclosure 1).

Based on available information, we concur with your aquatic resources delineation for the site, which consists of approximately 6.2 acres of palustrine emergent wetland and 3,805 linear feet (0.6 acre) of perennial channel, as depicted on the "Elevate Spanish Fork, Figure 3. Aquatic Resources Delineation Map," dated 8/20/2021 and 8/23/2022, prepared by Civil Solutions Group Incorporated (enclosure 2). This letter verifies that the location and boundaries of wetlands were delineated consistent with the wetland definition at 33 CFR §328.3(c)(16), the 1987 *Corps of Engineers Wetlands Delineation Manual* (Wetlands Research Program Technical Report Y-87-1) and the location and boundaries of non-tidal waters conform with the ordinary high water mark definition at 33 CFR §328.3(c)(7), Regulatory Guidance Letter 05-05, and any applicable regional guide.

This verification letter does not constitute a jurisdictional determination (JD). A JD is not required to process an application for a Department of the Army permit. If you do not require a JD for the site, your permit application may be processed sooner. You may request a JD for this site at any time prior to starting work in aquatic resources, including after a permit decision is made. To request a JD for this site, complete the attached *Request for Aquatic Resources Delineation or Jurisdictional Determination Form* (enclosure 3) and return it to this office at the address listed below.

The delineation included herein has been conducted to identify the location and extent of the aquatic resource boundaries for the particular site identified in this request. This delineation may not be valid for the Wetland Conservation Provisions of the Food Security Act of 1985, as amended. If you or your tenant are USDA program participants,



-2-

or anticipate participation in USDA programs, you should discuss the applicability of a certified wetland determination with the local USDA service center, prior to starting work.

Please refer to identification number SPK-2021-00734 in any correspondence concerning this project. If you have any questions, please contact Hollis Jencks at the Utah Regulatory Office, 533 West 2600 South, Suite 150, Bountiful, Utah 84010, by email at [Hollis.G.Jencks@usace.army.mil](mailto:Hollis.G.Jencks@usace.army.mil), or telephone at (801) 295-8380 ext. 8318. For program information or to complete our Customer Survey, visit our website at [www.spk.usace.army.mil/Missions/Regulatory.aspx](http://www.spk.usace.army.mil/Missions/Regulatory.aspx).

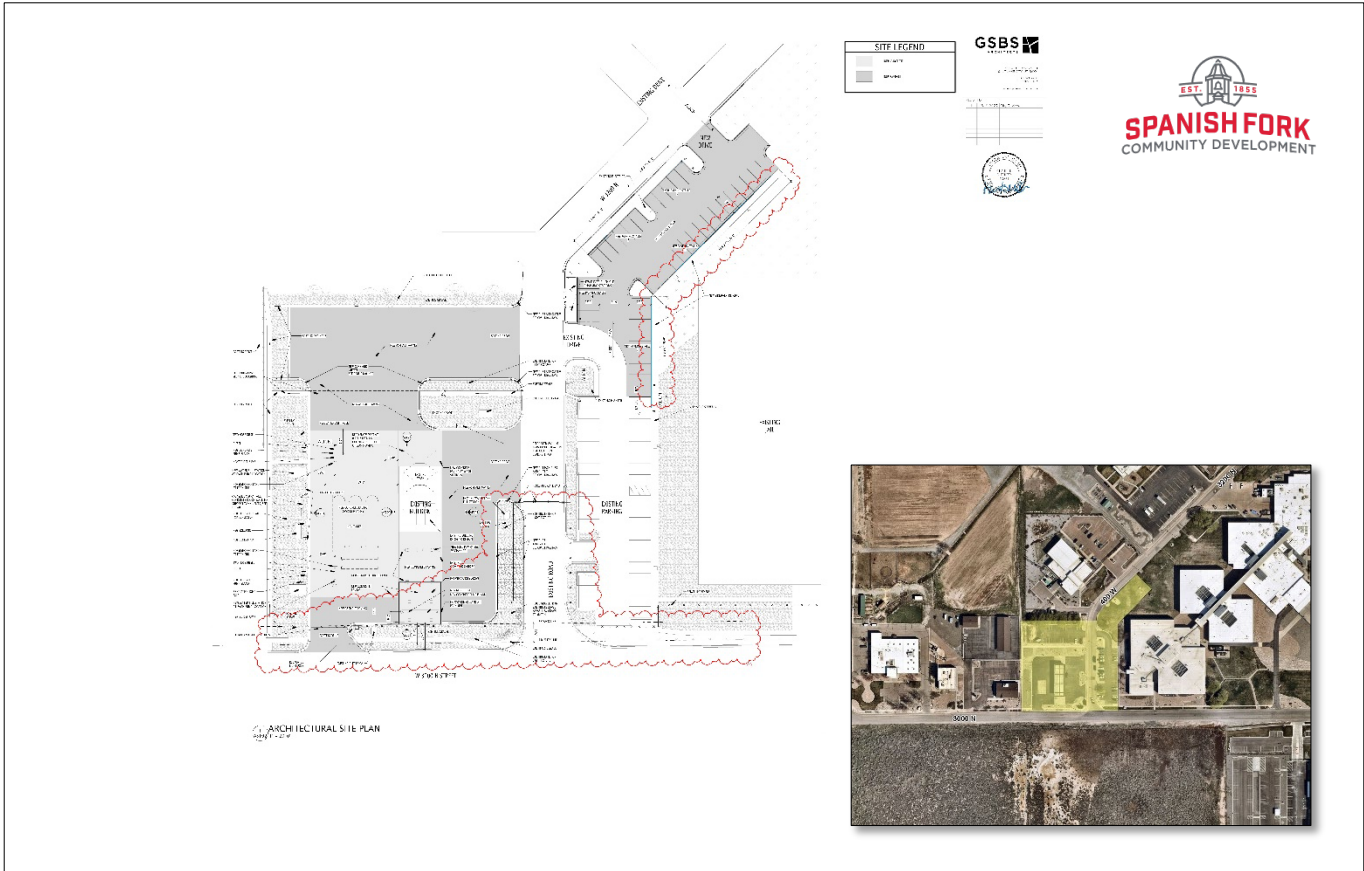
Sincerely,

Hollis Jencks  
Regulatory Project Manager  
Utah Section

Enclosures

cc:

Coleman Kline, [ckline@civilsolutionsgroup.net](mailto:ckline@civilsolutionsgroup.net)



**Utah County Jail Fuel Island Remodel Site Plan Approval Request**

July 19, 2023, Development Review Committee meeting.

Located at 3075 North Main Street, including approximately 1 acre.

The subject property is zoned I-1.

The applicant has requested Site Plan approval.

**Key Issues**

1. Power.
2. Parcel lines.
3. Setbacks.

**Recommendation**

That the proposed Site Plan be approved based on the following finding and subject to the following conditions:

**Finding**

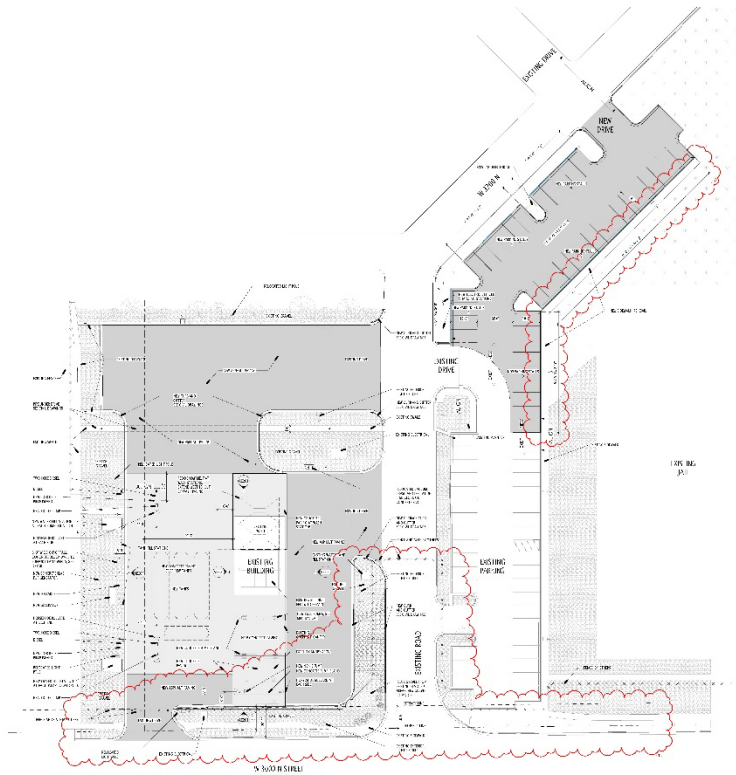
1. That the application conforms to the City's General Plan Designation and Zoning Map.

**Conditions**

1. That the applicant meets the City's Zoning requirements and Construction Standards.
2. That the applicant addresses any red-lines.

**Exhibits**

1. Site Plan.
2. Landscaping.
3. Building Elevations.



SITE LEGEND	
[Symbol]	EXISTING
[Symbol]	NEW

**GSBS**  
ARCHITECTS

1000 N. 1000 W.  
SALT LAKE CITY, UT 84119  
PHONE: 313.222.2222  
WWW.GSBSARCHITECTS.COM

PROJECT: 17-1000-0000



ARCHITECTURAL SITE PLAN

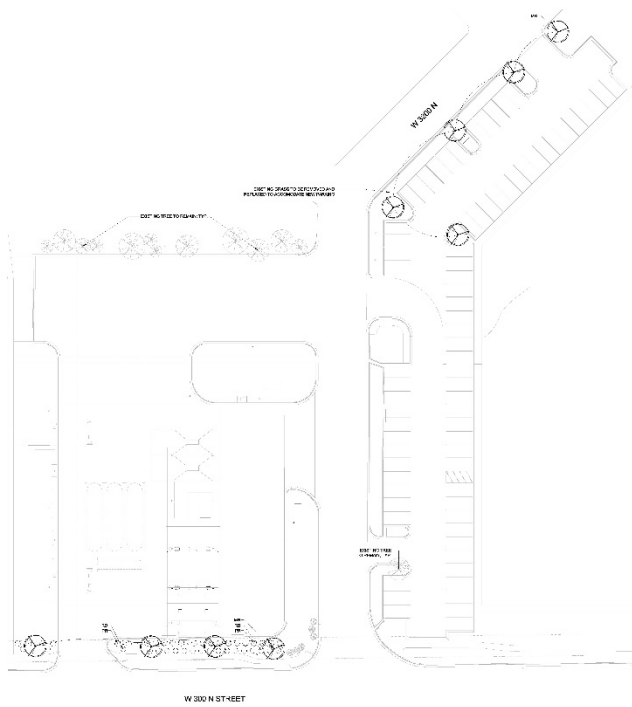


CONSTRUCTION DOCUMENTS  
UTAH COUNTY  
ELM ISLAND  
REMODEL

UTAH COUNTY PUBLIC WORKS

DATE: 07/19/23  
SCALE: AS SHOWN  
SHEET: 17-1000-0000-01

AS102 1



ARCHITECTURAL SITE PLAN

PLANT SCHEDULE

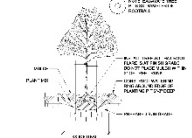
SYMBOL	CODE	DESCRIPTION	QTY	UNIT
(Symbol)	Y1	1/2" CAL. VERTICAL CYPRESS	500	PLANT
(Symbol)	Y2	1/2" CAL. VERTICAL CYPRESS	500	PLANT
(Symbol)	Y3	1/2" CAL. VERTICAL CYPRESS	500	PLANT
(Symbol)	Y4	1/2" CAL. VERTICAL CYPRESS	500	PLANT
(Symbol)	Y5	1/2" CAL. VERTICAL CYPRESS	500	PLANT



UTAH COUNTY PUBLIC WORKS



SHRUB PLANTING



TREE PLANTING WITH STAKES

1. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE UTAH COUNTY PUBLIC WORKS PLANTING SPECIFICATIONS.
2. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE UTAH COUNTY PUBLIC WORKS PLANTING SPECIFICATIONS.
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CONSTRUCTION DOCUMENTS

UTAH COUNTY

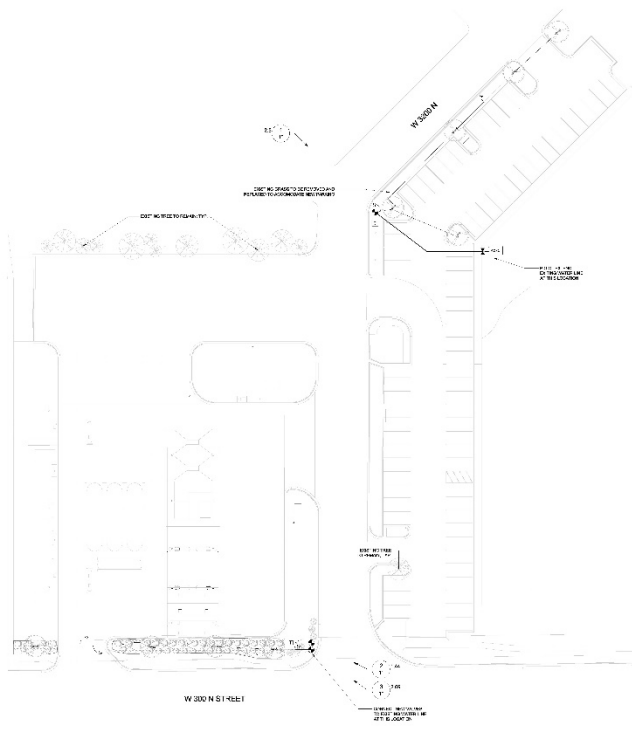
300 S. MAIN STREET  
SALT LAKE CITY, UTAH 84103

UTAH COUNTY PUBLIC WORKS

PLANTING NOTES

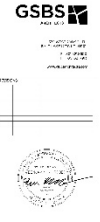


AS100

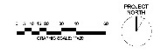


**IRRIGATION SCHEDULE**

AREA	IRRIGATION SCHEDULE	DATE
1	...	...
2	...	...
3	...	...
4	...	...
5	...	...
6	...	...
7	...	...
8	...	...
9	...	...
10	...	...



IRRIGATION PLAN  
SCALE: 1" = 20'



CONSTRUCTION DOCUMENTS  
UTAH COUNTY

2021 S. HAN STREET  
STANFORD, UTAH 84305  
UTAH COUNTY PUBLIC WORKS  
2023 STATE STREET  
MIDCUT, UTAH  
UTAH COUNTY PUBLIC WORKS  
IRRIATION PLAN

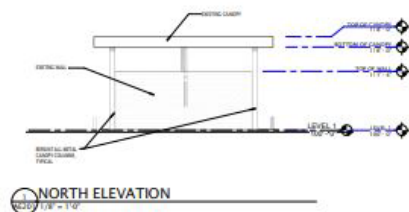
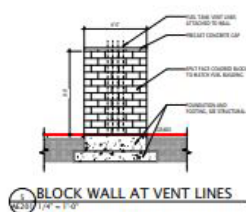
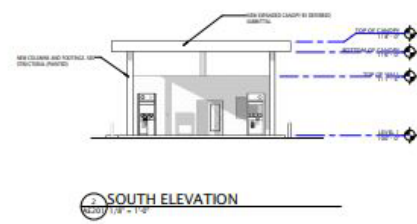
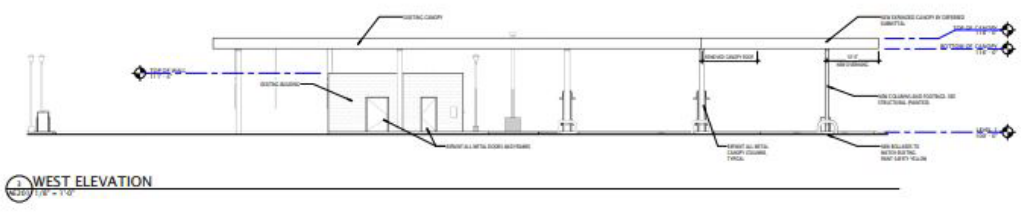
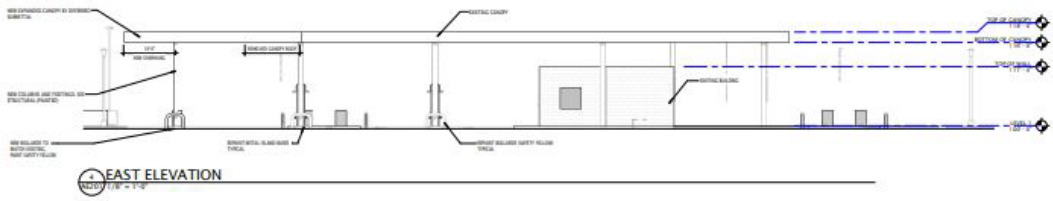
LI100





100 WEST 2000 SOUTH  
SALT LAKE CITY, UT 84119  
P: 801.487.8800  
F: 801.487.8801  
www.gbsbs.com

NO.	DATE	DESCRIPTION



CONSTRUCTION DOCUMENTS  
**UTAH COUNTY FUEL ISLAND REMODEL**  
 8275 S. PIONEER STREET  
 CANTONVILLE, UT 84015  
**UTAH COUNTY PUBLIC WORKS**  
 SHEET NO. AE201  
 DRAWN PROJECT NO. 2021007-02  
 REVISION DATE: 08/18/22  
**EXTERIOR ELEVATIONS**

**AE201**

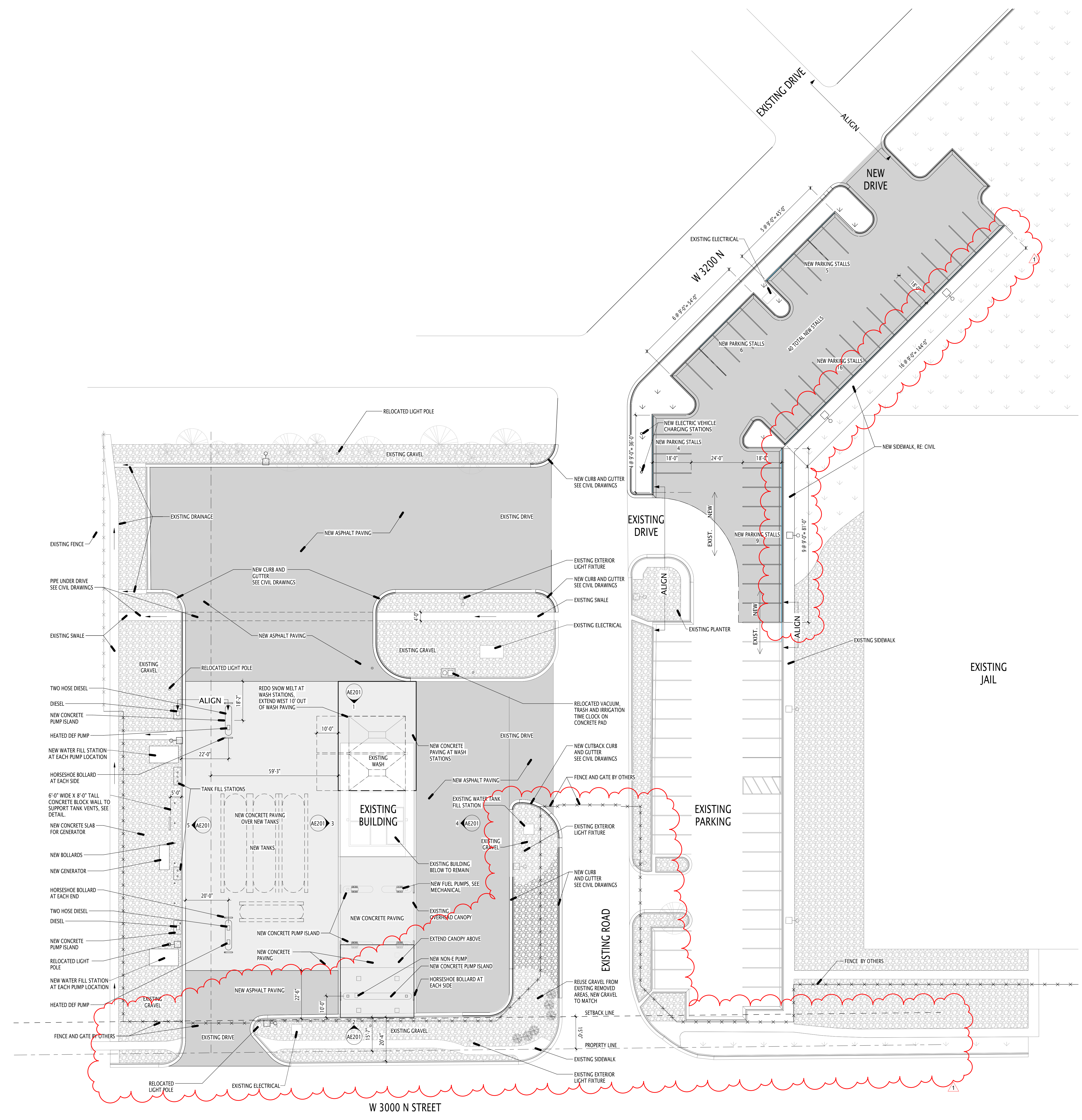
REVISIONS:

1	06-16-2023	City Review

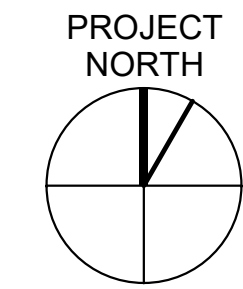


**SITE LEGEND**

- NEW CONCRETE
- NEW ASPHALT



**1 ARCHITECTURAL SITE PLAN**  
AS102/ 1" = 20'-0"



**CONSTRUCTION DOCUMENTS**  
**UTAH COUNTY FUEL ISLAND REMODEL**

3075 N. MAIN STREET  
SPANISH FORK, UTAH 84660

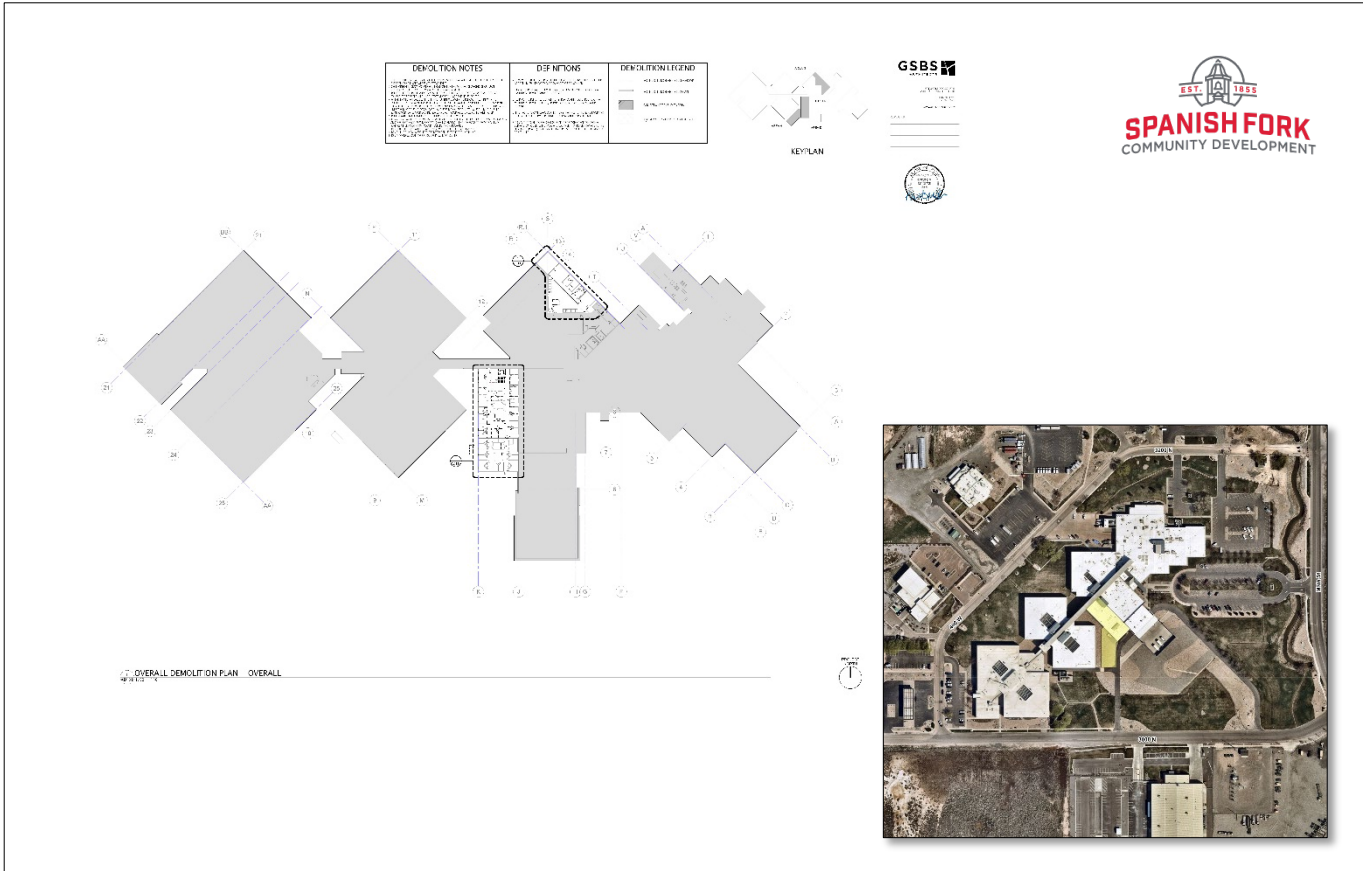
**UTAH COUNTY PUBLIC WORKS**

2855 S. STATE STREET  
PROVO, UTAH

OWNER PROJECT NO.:  
GSBS PROJECT NO.:  
ISSUED DATE:

2021.087.02  
03/24/2023

**SITE PLAN**



**Utah County Jail Mental Health Remodel and Addition Site Plan Approval Request**

July 19, 2023, Development Review Committee meeting.

Located at 3075 North Main Street, including approximately 0.3 acres.

The subject property is zoned I-1.

The applicant has requested Site Plan approval.

**Key Issues**

1. Utilities.

**Recommendation**

That the proposed Site Plan be approved based on the following finding and subject to the following conditions:

**Finding**

1. That the application conforms to the City's General Plan Designation and Zoning Map.

**Conditions**

1. That the applicant meets the City's Zoning requirements and Construction Standards.
2. That the applicant addresses any red-lines.

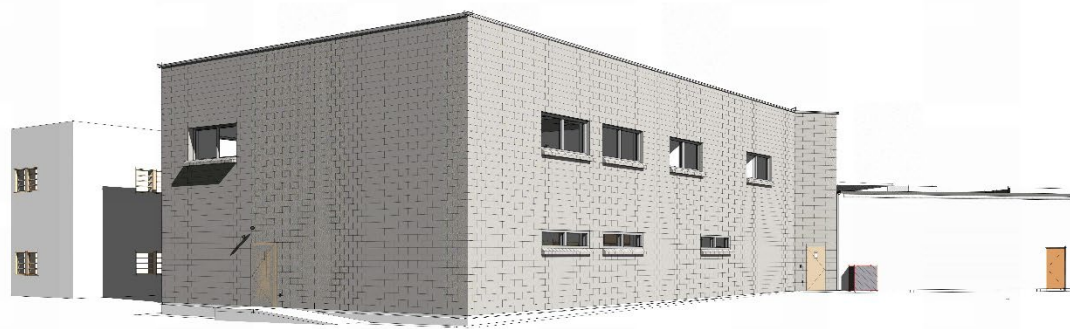
**Exhibits**

1. Site Plan.
2. Building Elevations.

# MMH REMODEL & EXPANSION PERMIT SET



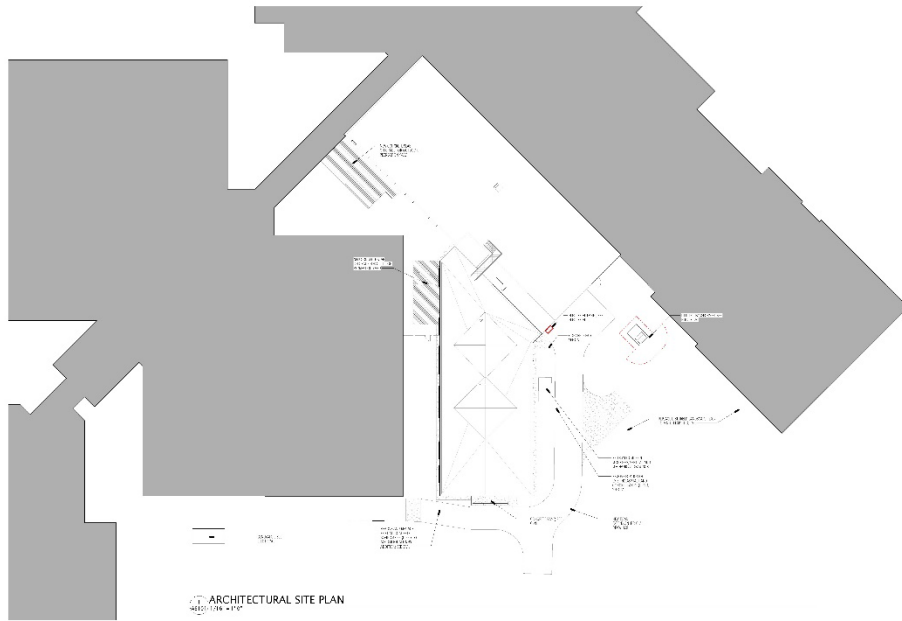
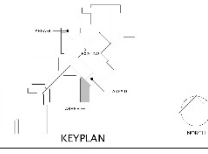
GSBS  
GENERAL CONTRACTORS  
1000 S. 1000 E. SUITE 100  
MIDWINTER, UT 84049  
PHONE: (435) 734-1111  
FAX: (435) 734-1112  
WWW.GSBS.COM



MM - REMODEL  
& EXPANSION

UTAH COUNTY





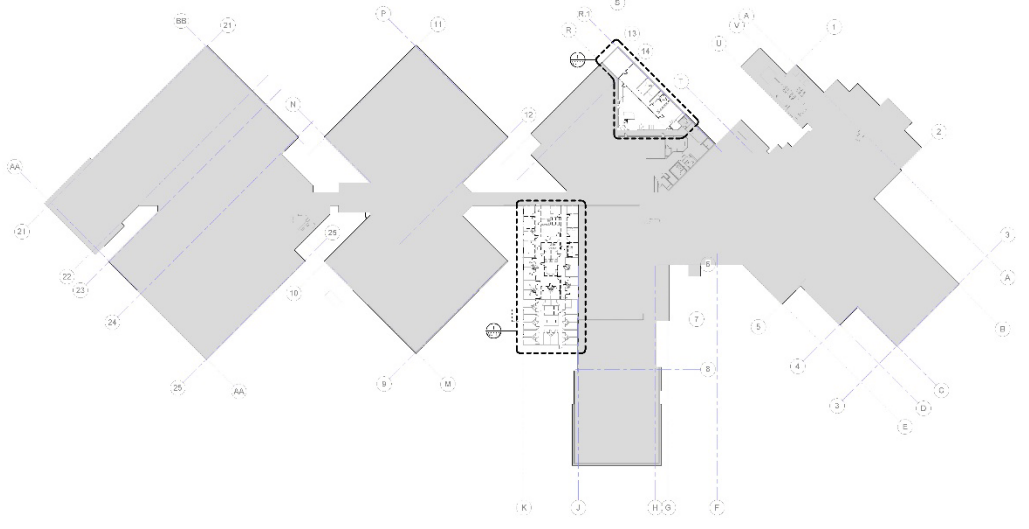
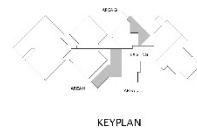
R/D SET  
MMH REMODEL  
& EXPANSION

UNIVERSITY OF UTAH  
UTAH COUNTY

DATE: 12/15/2022  
SCALE: AS SHOWN  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
ARCHITECTURAL SITE PLAN

AS101

DEMOLITION NOTES	DEFINITIONS	DEMOLITION LEGEND
<p>1. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>2. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>3. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>4. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>5. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>6. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>7. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>8. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>9. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>10. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>11. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>12. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>13. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>14. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>15. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>16. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>17. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>18. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>19. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>20. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>21. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>22. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>23. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>24. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>25. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>26. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>27. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>28. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>29. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>30. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p>	<p>1. EXISTING STRUCTURE</p> <p>2. EXISTING STRUCTURE</p> <p>3. EXISTING STRUCTURE</p> <p>4. EXISTING STRUCTURE</p> <p>5. EXISTING STRUCTURE</p> <p>6. EXISTING STRUCTURE</p> <p>7. EXISTING STRUCTURE</p> <p>8. EXISTING STRUCTURE</p> <p>9. EXISTING STRUCTURE</p> <p>10. EXISTING STRUCTURE</p> <p>11. EXISTING STRUCTURE</p> <p>12. EXISTING STRUCTURE</p> <p>13. EXISTING STRUCTURE</p> <p>14. EXISTING STRUCTURE</p> <p>15. EXISTING STRUCTURE</p> <p>16. EXISTING STRUCTURE</p> <p>17. EXISTING STRUCTURE</p> <p>18. EXISTING STRUCTURE</p> <p>19. EXISTING STRUCTURE</p> <p>20. EXISTING STRUCTURE</p> <p>21. EXISTING STRUCTURE</p> <p>22. EXISTING STRUCTURE</p> <p>23. EXISTING STRUCTURE</p> <p>24. EXISTING STRUCTURE</p> <p>25. EXISTING STRUCTURE</p> <p>26. EXISTING STRUCTURE</p> <p>27. EXISTING STRUCTURE</p> <p>28. EXISTING STRUCTURE</p> <p>29. EXISTING STRUCTURE</p> <p>30. EXISTING STRUCTURE</p>	<p>1. EXISTING STRUCTURE</p> <p>2. EXISTING STRUCTURE</p> <p>3. EXISTING STRUCTURE</p> <p>4. EXISTING STRUCTURE</p> <p>5. EXISTING STRUCTURE</p> <p>6. EXISTING STRUCTURE</p> <p>7. EXISTING STRUCTURE</p> <p>8. EXISTING STRUCTURE</p> <p>9. EXISTING STRUCTURE</p> <p>10. EXISTING STRUCTURE</p> <p>11. EXISTING STRUCTURE</p> <p>12. EXISTING STRUCTURE</p> <p>13. EXISTING STRUCTURE</p> <p>14. EXISTING STRUCTURE</p> <p>15. EXISTING STRUCTURE</p> <p>16. EXISTING STRUCTURE</p> <p>17. EXISTING STRUCTURE</p> <p>18. EXISTING STRUCTURE</p> <p>19. EXISTING STRUCTURE</p> <p>20. EXISTING STRUCTURE</p> <p>21. EXISTING STRUCTURE</p> <p>22. EXISTING STRUCTURE</p> <p>23. EXISTING STRUCTURE</p> <p>24. EXISTING STRUCTURE</p> <p>25. EXISTING STRUCTURE</p> <p>26. EXISTING STRUCTURE</p> <p>27. EXISTING STRUCTURE</p> <p>28. EXISTING STRUCTURE</p> <p>29. EXISTING STRUCTURE</p> <p>30. EXISTING STRUCTURE</p>



OVERALL DEMOLITION PLAN - OVERALL  
AD101

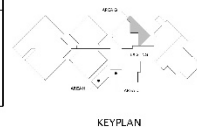
R/D SET  
MMH REMODEL  
& EXPANSION

UTAH COUNTY

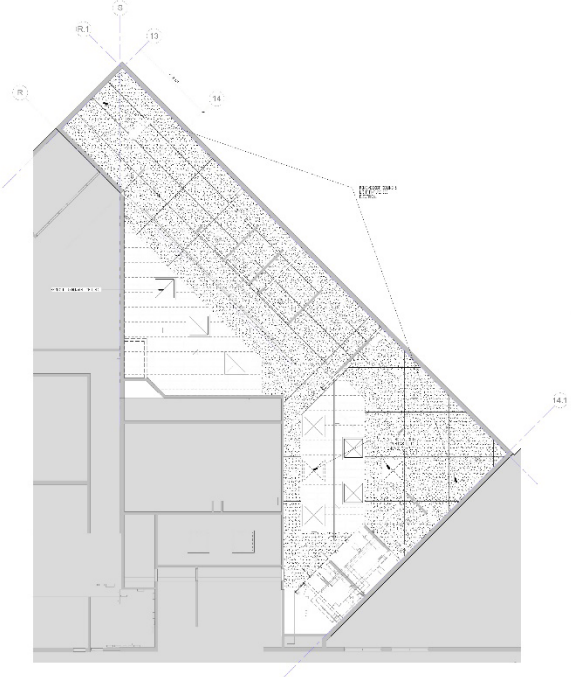
AD101



DEMOLITION NOTES	DEFINITIONS	DEMOLITION LEGEND
1. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL BUILDING CODE (IBC) AND THE 2018 INTERNATIONAL MECHANICAL AND ELECTRICAL CODE (IMC). 2. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL SAFETY AND HEALTH REGULATIONS (OSHA). 3. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL FIRE CODE (IFC). 4. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL PLUMBING AND MECHANICAL CODE (IPC). 5. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL ELECTRICAL CODE (IEC). 6. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL ENERGY CONSERVATION CODE (IECC). 7. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL SMOKE CONTROL CODE (ISCC). 8. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL SOUND AND VIBRATION CODE (ISVC). 9. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL TRANSPORTATION AND HIGHWAY BUILDING CODE (ITBC). 10. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL WOOD PRESERVATION CODE (IWPC). 11. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL GREEN BUILDING CODE (IGBC). 12. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL SUSTAINABLE DESIGN AND CONSTRUCTION CODE (ISDCC). 13. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL WELL-BEING AND PRODUCTIVITY CODE (IWPC). 14. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL WELL-BEING AND PRODUCTIVITY CODE (IWPC).	1. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL BUILDING CODE (IBC) AND THE 2018 INTERNATIONAL MECHANICAL AND ELECTRICAL CODE (IMC). 2. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL SAFETY AND HEALTH REGULATIONS (OSHA). 3. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL FIRE CODE (IFC). 4. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL PLUMBING AND MECHANICAL CODE (IPC). 5. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL ELECTRICAL CODE (IEC). 6. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL ENERGY CONSERVATION CODE (IECC). 7. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL SMOKE CONTROL CODE (ISCC). 8. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL SOUND AND VIBRATION CODE (ISVC). 9. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL TRANSPORTATION AND HIGHWAY BUILDING CODE (ITBC). 10. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL WOOD PRESERVATION CODE (IWPC). 11. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL GREEN BUILDING CODE (IGBC). 12. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL SUSTAINABLE DESIGN AND CONSTRUCTION CODE (ISDCC). 13. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL WELL-BEING AND PRODUCTIVITY CODE (IWPC). 14. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL WELL-BEING AND PRODUCTIVITY CODE (IWPC).	1. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL BUILDING CODE (IBC) AND THE 2018 INTERNATIONAL MECHANICAL AND ELECTRICAL CODE (IMC). 2. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL SAFETY AND HEALTH REGULATIONS (OSHA). 3. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL FIRE CODE (IFC). 4. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL PLUMBING AND MECHANICAL CODE (IPC). 5. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL ELECTRICAL CODE (IEC). 6. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL ENERGY CONSERVATION CODE (IECC). 7. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL SMOKE CONTROL CODE (ISCC). 8. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL SOUND AND VIBRATION CODE (ISVC). 9. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL TRANSPORTATION AND HIGHWAY BUILDING CODE (ITBC). 10. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL WOOD PRESERVATION CODE (IWPC). 11. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL GREEN BUILDING CODE (IGBC). 12. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL SUSTAINABLE DESIGN AND CONSTRUCTION CODE (ISDCC). 13. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL WELL-BEING AND PRODUCTIVITY CODE (IWPC). 14. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL WELL-BEING AND PRODUCTIVITY CODE (IWPC).



**GSBS**  
ARCHITECTS  
INCORPORATED  
1000 WEST 1000 SOUTH  
SALT LAKE CITY, UT 84119  
TEL: 313.333.3333  
WWW.GSBSARCHITECTS.COM



DEMOLITION REFLECTED CEILING PLAN - AREA G - MEZZANINE



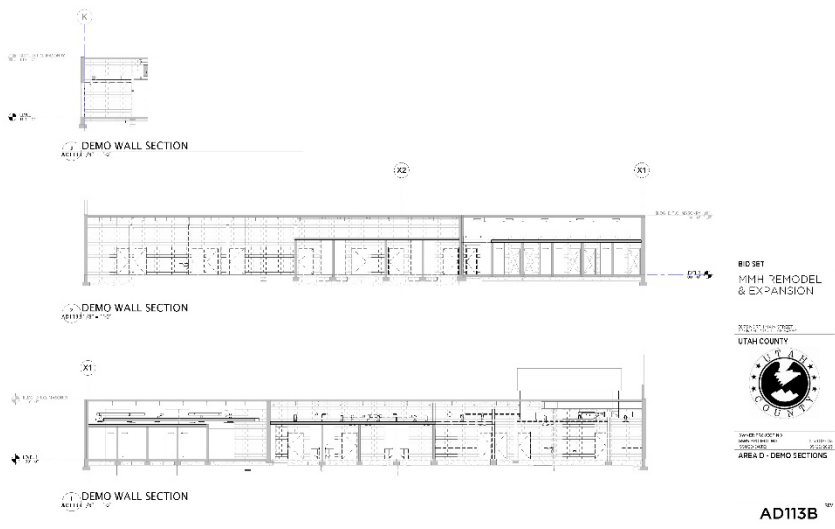
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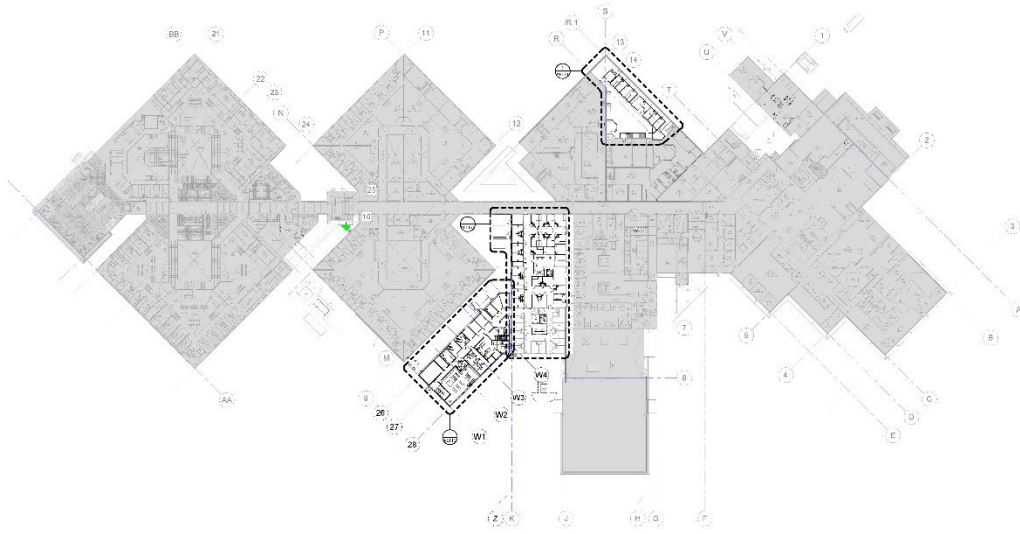
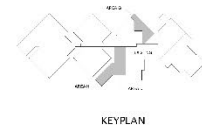
PROJECT SET  
MMH REMODEL  
& EXPANSION  
UTAH COUNTY

AD112



DEMOLITION NOTES	DEMOLITION NOTES	DEFINITIONS	DEMOLITION LEGEND
<p><b>NOTES</b></p> <p>1. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>2. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>3. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>4. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>5. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>6. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>7. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>8. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>9. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>10. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p>	<p>1. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>2. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>3. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>4. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>5. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>6. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>7. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>8. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>9. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>10. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p>	<p>1. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>2. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>3. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>4. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>5. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>6. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>7. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>8. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>9. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p> <p>10. ALL EXISTING STRUCTURES TO BE DEMOLISHED UNLESS OTHERWISE NOTED.</p>	<p><b>DEMOLITION LEGEND</b></p> <p>EXISTING STRUCTURE</p> <p>DEMOLISHED STRUCTURE</p> <p>DEMOLITION LEGEND</p>





OVERALL PLAN - LEVEL ONE

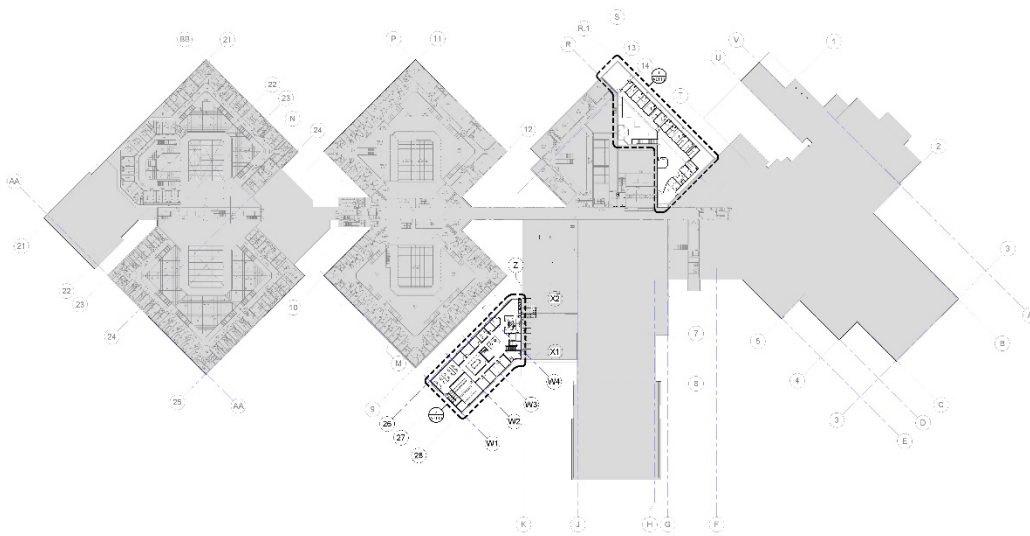
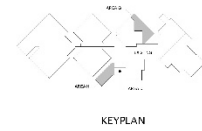


R/D SET  
MMH REMODEL  
& EXPANSION



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CHECKED BY: [Name]  
OVERALL FLOOR PLAN -  
LEVEL ONE

AE101



OVERALL PLAN - LEVEL TWO

R/D SET  
MMH REMODEL  
& EXPANSION

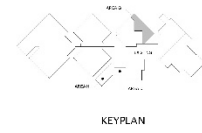
UTAH COUNTY



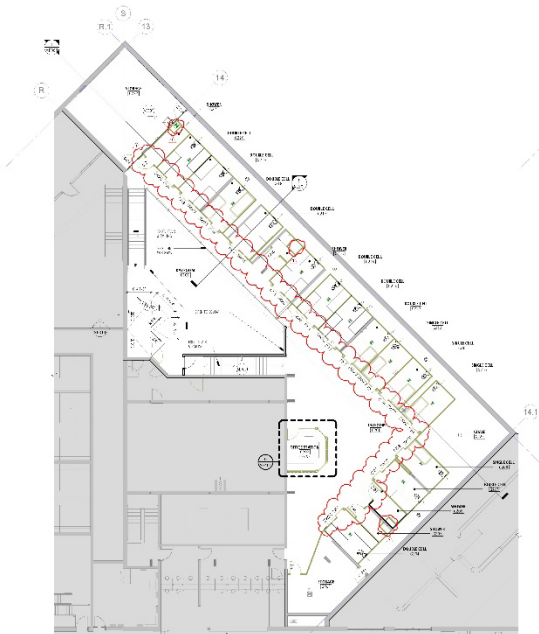
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OVERALL FLOOR PLAN  
LEVEL TWO



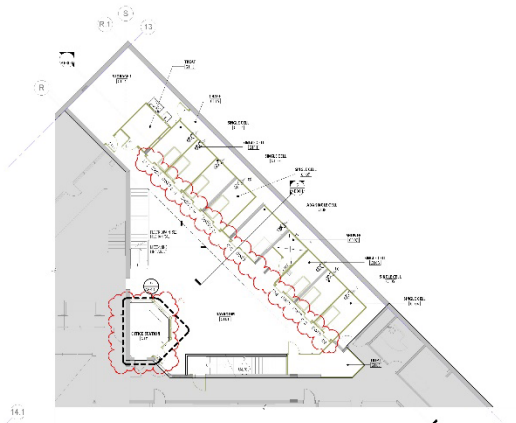
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100 WEST CENTER STREET, SUITE 200  
SALT LAKE CITY, UT 84101  
TEL: 313.441.1111  
WWW.GSBSARCHITECTS.COM



AREA G - FLOOR PLAN - MEZZANINE



AREA G - FLOOR PLAN - LEVEL ONE

NOTE: THIS SITE IS INTENDED TO BE VIEWED IN COLOR

BID SET  
MMH REMODEL  
& EXPANSION

UTAH COUNTY

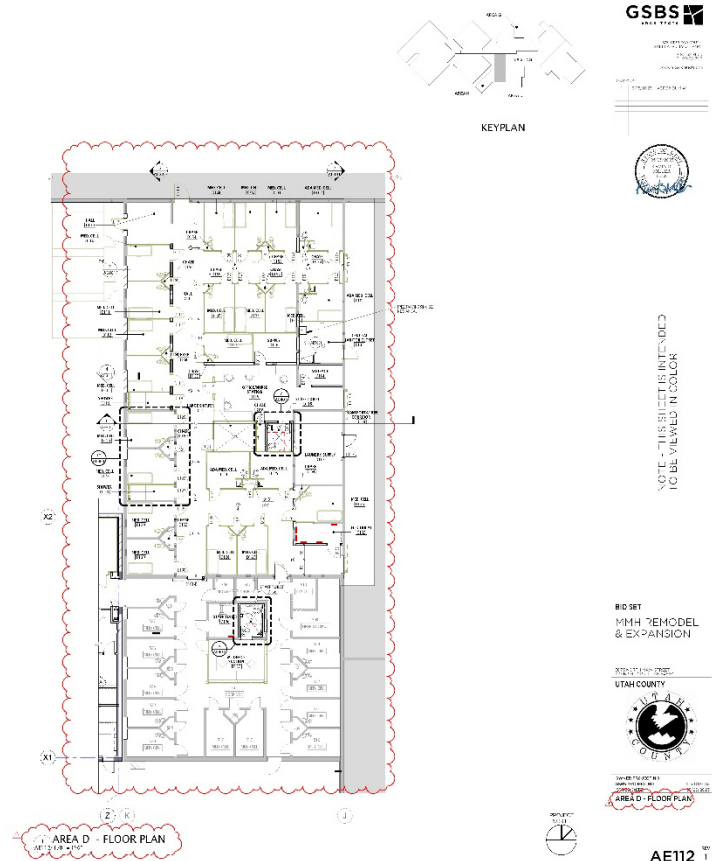


AREA G - FLOOR PLANS

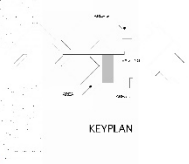


AE111





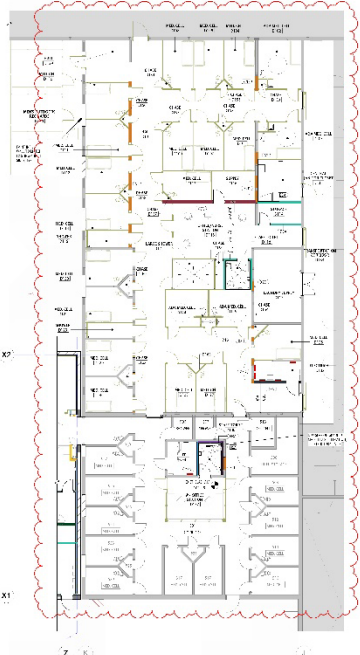
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SYM.	DESCRIPTION	CONSTR.	FINISH	SYM.	DESCRIPTION	CONSTR.	FINISH	SYM.	DESCRIPTION	CONSTR.	FINISH	1	2	3	4
W1	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W2	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W3	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	1	2	3	4
W4	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W5	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W6	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	1	2	3	4
W7	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W8	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W9	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	1	2	3	4
W10	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W11	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W12	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	1	2	3	4
W13	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W14	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W15	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	1	2	3	4
W16	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W17	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W18	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	1	2	3	4
W19	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W20	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W21	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	1	2	3	4
W22	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W23	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W24	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	1	2	3	4
W25	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W26	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W27	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	1	2	3	4
W28	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W29	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W30	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	1	2	3	4
W31	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W32	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W33	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	1	2	3	4
W34	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W35	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W36	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	1	2	3	4
W37	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W38	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W39	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	1	2	3	4
W40	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W41	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W42	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	1	2	3	4
W43	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W44	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W45	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	1	2	3	4
W46	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W47	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W48	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	1	2	3	4
W49	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W50	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W51	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	1	2	3	4
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W55	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W56	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W57	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	1	2	3	4
W58	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W59	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W60	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	1	2	3	4
W61	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W62	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W63	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	1	2	3	4
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W91	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W92	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W93	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	1	2	3	4
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W100	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W101	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	W102	1/2" GYPSUM BOARD ON 2x4 STUDS	1/2"	PAINT	1	2	3	4



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 SALT LAKE CITY, UT 84119  
 (801) 466-1000  
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OVERLAY LEGEND	
(Green line)	EXISTING/NEW OVERLAY
(Red line)	EXISTING/NEW OVERLAY
(Blue line)	EXISTING/NEW OVERLAY
(Purple line)	EXISTING/NEW OVERLAY
(Orange line)	EXISTING/NEW OVERLAY
(Yellow line)	EXISTING/NEW OVERLAY
(Light Green line)	EXISTING/NEW OVERLAY
(Light Blue line)	EXISTING/NEW OVERLAY
(Light Purple line)	EXISTING/NEW OVERLAY
(Light Orange line)	EXISTING/NEW OVERLAY
(Light Yellow line)	EXISTING/NEW OVERLAY



AREA D - WALL TYPES PLAN

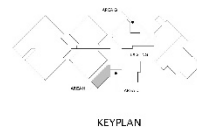
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 TO BE VIEWED IN COLOR

00 SET  
 MM - REMODEL  
 & EXPANSION

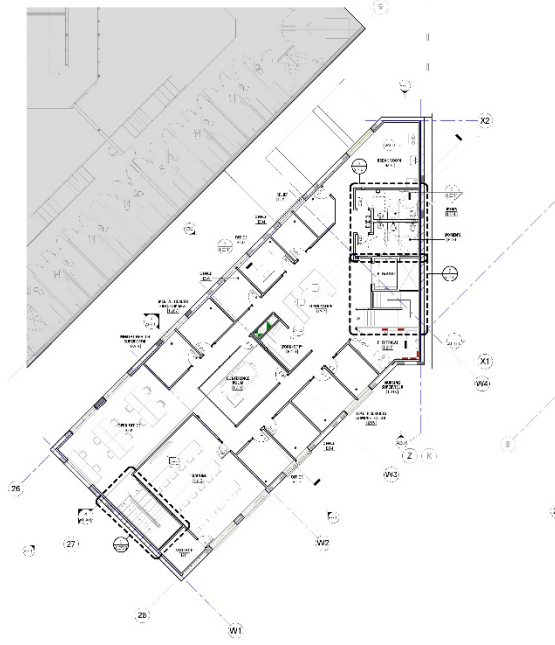
UTAH COUNTY

DATE: 07/19/23  
 TIME: 10:00 AM  
 SHEET: AREA D - WALL TYPES  
 PLAN

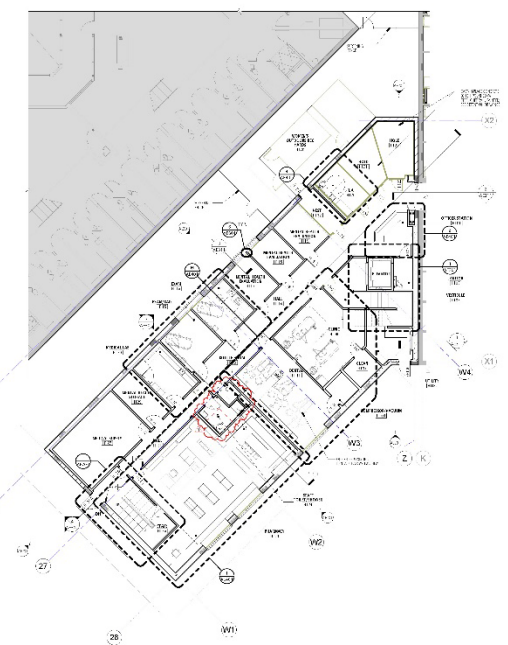
AE112a



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 ARCHITECTURE  
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FLOOR PLAN - AREA H - MEDICAL CLINIC AND  
 ADMINISTRATION ADDITION - LEVEL TWO  
 AE113 1-12



FLOOR PLAN - AREA H - MEDICAL CLINIC AND  
 ADMINISTRATION ADDITION - LEVEL ONE  
 AE113 1-13

NOTE: THIS SITE IS IN THE UDC  
 IS BE VIEWED IN COLOR

R/D SET  
 MMH REMODEL  
 & EXPANSION

UTAH COUNTY

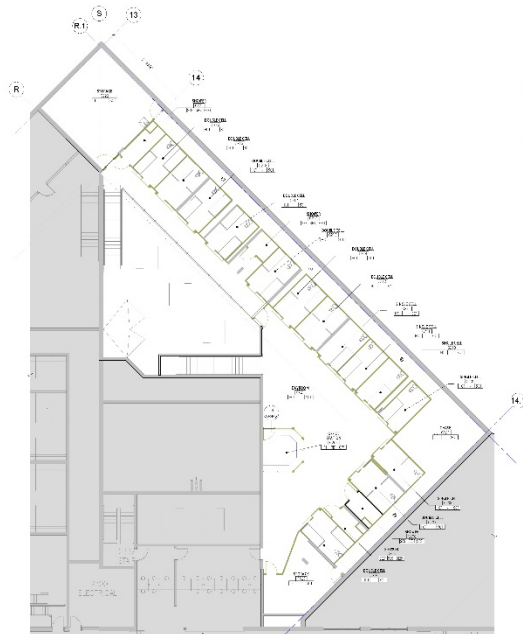
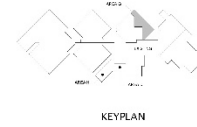


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 AREA H - FLOOR PLANS  
 MEDICAL CLINIC AND  
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 ADDITION

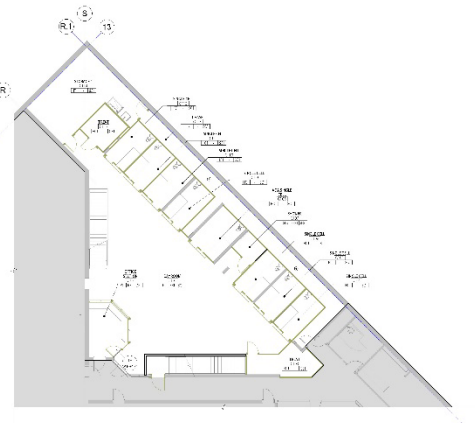
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FINISH PLAN - AREA G - POD REMODEL FOR MENTAL HEALTH - MEZZANINE



FINISH PLAN - AREA G - POD REMODEL FOR MENTAL HEALTH - LEVEL ONE



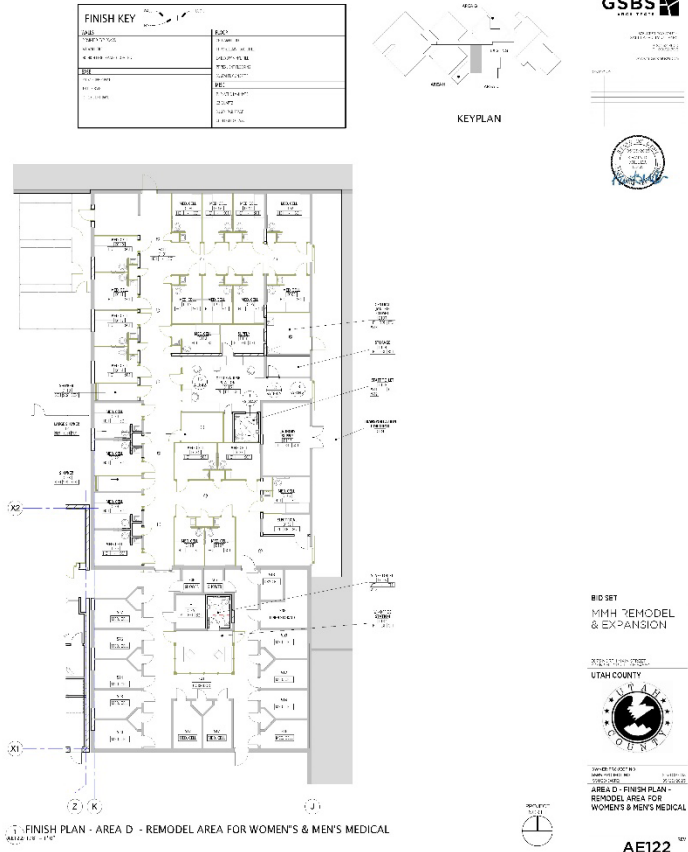
R/D SET  
MMH REMODEL  
& EXPANSION

UTAH COUNTY



AREA G - FINISH PLANS  
POD REMODEL FOR  
MENTAL HEALTH

AE121







CEILING SCHEDULE		P.A.
01	CONCRETE	
02	CONCRETE WITH REINFORCING BARS	
03	CONCRETE WITH REINFORCING BARS AND GYPSUM BOARD	
04	CONCRETE WITH REINFORCING BARS AND GYPSUM BOARD AND JOINT COMPOUND	
05	CONCRETE WITH REINFORCING BARS AND GYPSUM BOARD AND JOINT COMPOUND AND PAINT	
06	CONCRETE WITH REINFORCING BARS AND GYPSUM BOARD AND JOINT COMPOUND AND PAINT AND POP	
07	CONCRETE WITH REINFORCING BARS AND GYPSUM BOARD AND JOINT COMPOUND AND PAINT AND POP AND GYPSUM BOARD	
08	CONCRETE WITH REINFORCING BARS AND GYPSUM BOARD AND JOINT COMPOUND AND PAINT AND POP AND GYPSUM BOARD AND POP	
09	CONCRETE WITH REINFORCING BARS AND GYPSUM BOARD AND JOINT COMPOUND AND PAINT AND POP AND GYPSUM BOARD AND POP AND GYPSUM BOARD	
10	CONCRETE WITH REINFORCING BARS AND GYPSUM BOARD AND JOINT COMPOUND AND PAINT AND POP AND GYPSUM BOARD AND POP AND GYPSUM BOARD AND POP	

EXIST. CEILING SCHEDULE	
01	CONCRETE
02	CONCRETE WITH REINFORCING BARS

**CEILING NOTES**

1. ALL CEILING AREAS TO BE REMODELED AND EXPANDED TO MATCH THE EXISTING CEILING FINISH.

2. ALL CEILING AREAS TO BE REMODELED AND EXPANDED TO MATCH THE EXISTING CEILING FINISH.

3. ALL CEILING AREAS TO BE REMODELED AND EXPANDED TO MATCH THE EXISTING CEILING FINISH.

4. ALL CEILING AREAS TO BE REMODELED AND EXPANDED TO MATCH THE EXISTING CEILING FINISH.

5. ALL CEILING AREAS TO BE REMODELED AND EXPANDED TO MATCH THE EXISTING CEILING FINISH.

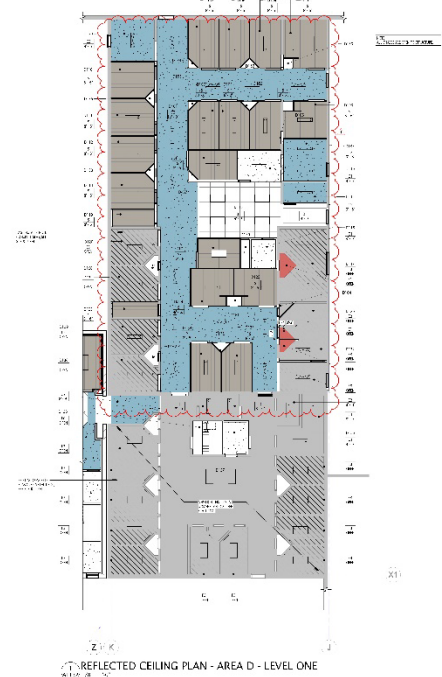
6. ALL CEILING AREAS TO BE REMODELED AND EXPANDED TO MATCH THE EXISTING CEILING FINISH.

7. ALL CEILING AREAS TO BE REMODELED AND EXPANDED TO MATCH THE EXISTING CEILING FINISH.

8. ALL CEILING AREAS TO BE REMODELED AND EXPANDED TO MATCH THE EXISTING CEILING FINISH.

9. ALL CEILING AREAS TO BE REMODELED AND EXPANDED TO MATCH THE EXISTING CEILING FINISH.

10. ALL CEILING AREAS TO BE REMODELED AND EXPANDED TO MATCH THE EXISTING CEILING FINISH.



00 SET  
MM - REMODEL  
& EXPANSION

UTAH COUNTY



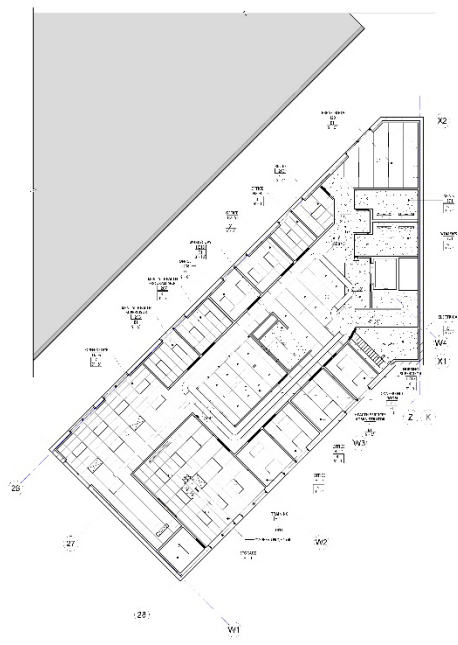
AREA D - REFLECTED  
CEILING PLAN



AE132

CEILING SCHEDULE	
01	SPECTRA
02	RECESSED SQUARE GRID - 2'x2' - 15/16" DEPTH
03	RECESSED SQUARE GRID - 2'x2' - 15/16" DEPTH - 15/16" DEPTH
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05	RECESSED SQUARE GRID - 2'x2' - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH
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07	RECESSED SQUARE GRID - 2'x2' - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH
08	RECESSED SQUARE GRID - 2'x2' - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH
09	RECESSED SQUARE GRID - 2'x2' - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH
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CEILING NOTES	RCP LEGEND
1. ALL CEILING AREAS SHALL BE FINISHED WITH SPECTRA RECESSED SQUARE GRID - 2'x2' - 15/16" DEPTH.	1. RECESSED SQUARE GRID - 2'x2' - 15/16" DEPTH
2. ALL CEILING AREAS SHALL BE FINISHED WITH SPECTRA RECESSED SQUARE GRID - 2'x2' - 15/16" DEPTH - 15/16" DEPTH.	2. RECESSED SQUARE GRID - 2'x2' - 15/16" DEPTH - 15/16" DEPTH
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5. ALL CEILING AREAS SHALL BE FINISHED WITH SPECTRA RECESSED SQUARE GRID - 2'x2' - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH.	5. RECESSED SQUARE GRID - 2'x2' - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH
6. ALL CEILING AREAS SHALL BE FINISHED WITH SPECTRA RECESSED SQUARE GRID - 2'x2' - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH.	6. RECESSED SQUARE GRID - 2'x2' - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH
7. ALL CEILING AREAS SHALL BE FINISHED WITH SPECTRA RECESSED SQUARE GRID - 2'x2' - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH.	7. RECESSED SQUARE GRID - 2'x2' - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH
8. ALL CEILING AREAS SHALL BE FINISHED WITH SPECTRA RECESSED SQUARE GRID - 2'x2' - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH.	8. RECESSED SQUARE GRID - 2'x2' - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH
9. ALL CEILING AREAS SHALL BE FINISHED WITH SPECTRA RECESSED SQUARE GRID - 2'x2' - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH.	9. RECESSED SQUARE GRID - 2'x2' - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH
10. ALL CEILING AREAS SHALL BE FINISHED WITH SPECTRA RECESSED SQUARE GRID - 2'x2' - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH.	10. RECESSED SQUARE GRID - 2'x2' - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH - 15/16" DEPTH



REFLECTED CEILING PLAN - AREA H - MEZZANINE



REFLECTED CEILING PLAN - AREA H - LEVEL ONE

REM - REMODEL & EXPANSION

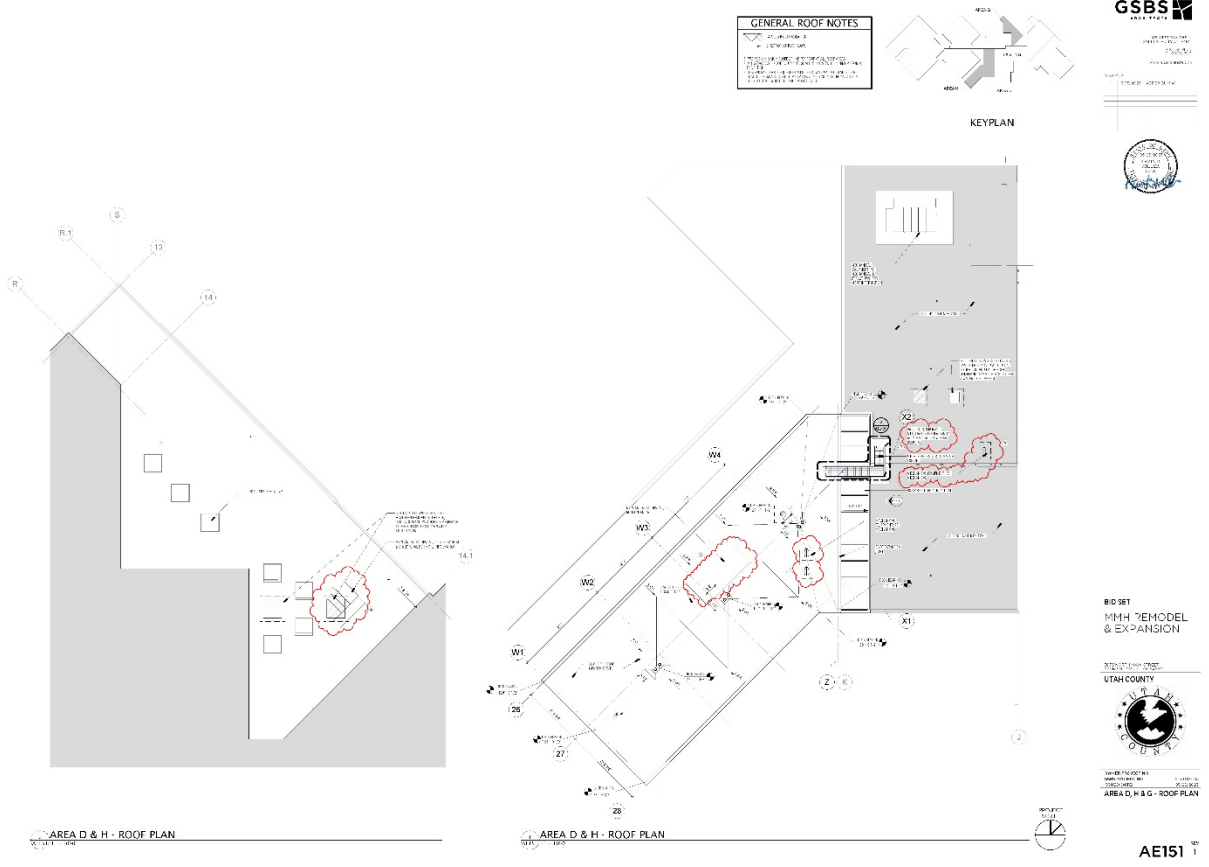
UTAH COUNTY



AREA H - REFLECTED CEILING PLANS



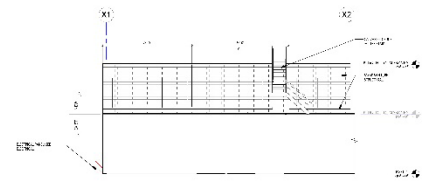
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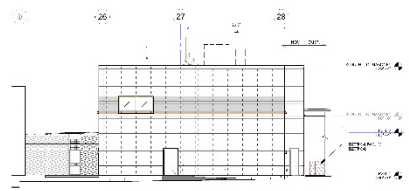


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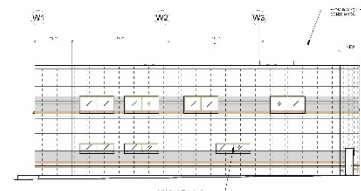
1000 S. MAIN ST.  
SALT LAKE CITY, UT 84143  
PHONE: 313.222.2222  
WWW.GSBSARCHITECTS.COM



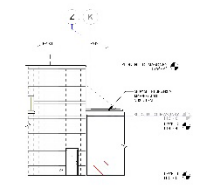
MED. CLINIC & ADMIN. - NORTH EAST ELEVATION



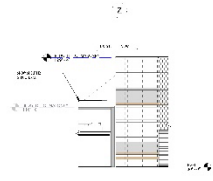
MED. CLINIC & ADMIN. - SOUTH ELEVATION



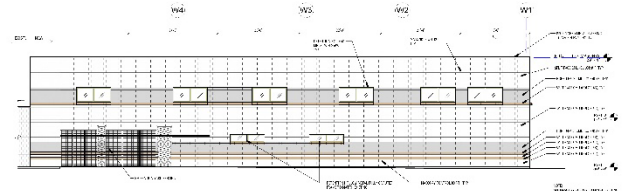
MED. CLINIC & ADMIN. - EAST ELEVATION



MED. CLINIC & ADMIN. - SOUTH EAST ELEVATION



MED. CLINIC & ADMIN. - N/W ELEV.



MED. CLINIC & ADMIN. - WEST ELEVATION

00 SET  
MM - REMODEL  
& EXPANSION

UTAH COUNTY



EXTERIOR ELEVATIONS

AE201

RECORDING REQUESTED BY  
AND AFTER RECORDING RETURN TO:

Spanish Fork City Attorney  
789 W. Center Street  
Spanish Fork, Utah 84660

Affecting Parcel No. 55:996:0001

### WASATCH PALLET DEVELOPMENT AGREEMENT

THIS SPANISH SPRINGS SUBDIVISION PHASING AGREEMENT (this "Agreement") is entered into as of the \_\_\_ day of \_\_\_\_\_, 2023 by and between Wasatch Pallet Utah, LLC, a Utah limited liability company ("Developer"), and Spanish Fork City ("City").

### RECITALS

WHEREAS THW PROPERTIES, LLC, a Utah limited liability company ("Owner"), owns approximately 22.253 acres of real property located at approximately 698 West 1000 North in Spanish Fork, described as Lot 1 of the Wasatch Pallet Subdivision ("Property"), upon a portion of which Developer desires to construct an industrial manufacturing project known as Wasatch Pallet ("Project");

WHEREAS Developer through its contractor applied and received approval of a site plan known as the Wasatch Pallet site plan;

WHEREAS the Project Site is zoned Medium Industrial (I-2);

WHEREAS Wasatch Pallet's operations have been previously located at 521 South 1550 West in Spanish Fork ("Old Site"), but Developer intends to move the business operations to the new Project;

WHEREAS a major impetus for the relocation of the Wasatch Pallet business operations is to allow the Utah Department of Transportation to construct a new interchange on Interstate 15 at Center Street, which would require elimination of the rail spur that serves the Old Site;

WHEREAS the Parties intend to enter into this Agreement to govern the development of Project in compliance with the City's General Comprehensive Plan, applicable zoning ordinances, Development Standards of City, and this Agreement;

WHEREAS except as provided herein, approval of this Agreement does not grant subdivision approval, site plan approval, or approval of any building permit, or other land use activity regulated by Spanish Fork City ordinances.

WHEREAS Developer expressly acknowledges that nothing in this agreement shall be deemed to limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement; and

WHEREAS, pursuant to Utah Code Ann. §§ 10-9a-102(2) and 10-9a-532, City has authority and discretion to enter into development agreements regarding the timing and sequencing of infrastructure improvements.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereinafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

#### SECTION I. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement shall have that meaning given to it by the Spanish Fork City Land Use Ordinance (Spanish Fork Municipal Code, Title 15).

- 1.1 City means Spanish Fork City.
- 1.2 Developer means Wasatch Pallet Utah, LLC its successors or assigns.
- 1.3 Development Standards means those Design and Development Standards set forth in Title 15 of the Spanish Fork Municipal Code and the Construction Standards found in Spanish Fork Policies § 4.39, each as in effect on the date of this Agreement.
- 1.4 Party means each, individually, Developer and City.
- 1.5 Parties means collectively Developer and City.
- 1.6 Project means the site plan previously approved by the City, File # 21-001225 and as modified by this Agreement, together being incorporated herein by this reference.

#### SECTION II. GENERAL RIGHTS AND RESPONSIBILITIES

##### 2.1 General Rights and Responsibilities of Developer

2.1.1 Applicable Standards. The City's Development Standards are the applicable standards, as modified by this Agreement. In the event an application or plat expires, the version of the City's Development Standards existing at the time of re-application shall apply.

2.12 Site Plan. Developer shall provide the infrastructure, site, and landscaping improvements shown in the Site Plan and Landscaping Plan, as amended in the attached Exhibit A, and incorporated herein by this reference.

2.12.1 Bond. Before any certificate of occupancy may be issued, Developer shall either post with the City an acceptable improvement completion assurance or complete the construction of any public infrastructure and public landscaping improvements.

2.12.2 Landscaping Plan. Developer shall complete the site and landscaping improvements as shown on the plan attached as Exhibit A. Such shall be the applicable landscaping plan for the Project. The number and location of parking lot islands, with accompanying trees, shall be as shown on the plan

2.13 Precast Wall. Developer shall install a precast concrete wall in locations required by the City. Such wall shall be stained according to the City's Development Standards on the top and the exterior face of the wall. The interior face of the wall need not be stained.

## 2.2 General Rights and Responsibilities of City

2.2.1 Agreement Exercise of Legislative Power. As provided in Utah Code Ann. 10-9a-532(2)(a)(iii), this Agreement allows for the use or development of the Project that applicable land use regulations would otherwise prohibit because this Agreement involves the careful consideration of legislative, broad, and competing policy considerations and is a generally applicable decision regarding the development of the Project. As such, this Agreement, as an exercise of the City's legislative power, has been approved by the same process as other land use regulations.

2.2.2 Reserved Legislative Powers. This Agreement shall not limit the future exercise of the reasonable police powers of City to enact ordinances, standards, or rules regulating land use, development, or zoning.

2.2.2 Compliance with City Requirements and Standards. Developer expressly acknowledges that, except as modified by this Agreement, nothing shall be deemed to relieve Developer from its obligations to comply with all applicable requirements of City necessary for approval and recordation of subdivision plats and site plans. Notwithstanding the foregoing, in the event of a conflict between the terms of this Agreement and any then applicable requirements of City, this Agreement shall control.

2.3 Recording. City or Developer may cause this Agreement, or a notice concerning this Agreement, to be recorded with the Utah County Recorder. Owner hereby consents to recording of this Agreement against the Property.

## SECTION III. GENERAL PROVISIONS

3.1 Covenants Running with the Land. The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Project Area. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project to which the successor holds title.

3.2 Transfer of Property. Developer shall have the right to assign or transfer all or any portion of its rights and obligations under this Agreement to any party acquiring an interest or estate in the Project or any portion thereof. Developer shall provide written notice of any proposed or completed assignment or transfer, but in no event shall the failure to provide such written notice affect the validity of such assignment or transfer, except to the extent City has acted to its detriment without knowledge of any such assignment and such assignment is the proximate cause of such detriment. In the event of an assignment, the transferee shall succeed to the portion of the rights and obligations so transferred or assigned.

3.3 No Agency, Joint Venture or Partnership. It is specifically understood and agreed to by and among the Parties that: (i) the Project Area is a private development; (ii) City and Developer hereby renounce the existence of any form of agency relationship, joint venture, or partnership among them; and (iii) nothing contained herein shall be construed as creating any such relationship among City and Developer.

#### SECTION IV. MISCELLANEOUS

4.1 Incorporation of Exhibits and Headings. All Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein. The headings to the various paragraphs and sections are for assistance in locating contract provisions, but are not to be considered part of the contract provisions.

4.2 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

4.3 Severability. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect if the intent of the Parties can be carried out by so doing.

4.4 Construction. This Agreement has been reviewed by legal counsel for each of the Parties and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

4.5 Further Assurances, Documents, and Acts. Each of the Parties agrees to cooperate in good faith with the others, and to execute and deliver such further

documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each party as allowed by law.

4.6 Assignment. Except as otherwise provided for in Section 3.2 herein, the benefits of the Agreement may not be assigned to any other party, individual, or entity without assigning the obligations under this Agreement. The rights and obligations of City under this Agreement shall not be assigned.

4.7 Governing Law, and Dispute Resolution, and Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

4.7.1 Mediation; Certain Remedies. Any and all disputes arising out of or related to this Agreement or the Parties performance hereunder shall be submitted to mediation before a mutually acceptable mediator prior to initiation of litigation. The Parties shall: (i) mediate in good faith; (ii) exchange all documents which either believes to be relevant and material to the issue(s) in dispute; and; (iii) engage and cooperate in such further discovery as the Parties agree or mediator suggests may be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the Parties. Venue of the mediation shall be in Utah County. In the event the Parties are unable to agree upon a mediator, the mediator shall be appointed from an approved mediator list provided by the Utah State Bar Association with specialized knowledge of land use and municipal law. The appointment shall take place pursuant to the guidelines set forth by the Utah State Bar. This provision shall be specifically enforceable according to its terms, including but not limited to an action to compel mediation.

4.7.2 Attorneys Fees. If any Party hereto is required to engage the services of counsel by reason of the default of another Party, the non-defaulting Party shall be entitled to recover its costs and reasonable attorneys' fees, both before and after judgment and whether or not suit is filed. Said costs and attorneys' fees shall include, without limitation, costs and attorneys' fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.

4.8 Notices. Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally, by certified mail, return receipt requested, or by email. If given by certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the party to whom it is addressed. If by email, a notice is given when sent, provided that notice via another authorized means of notice is sent promptly after such email is sent. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses set forth below:

If to City, to:  
Spanish Fork City  
Attn: City Manager  
40 S. Main St.  
Spanish Fork, Utah 84660  
Email: sperrins@spanishfork.org

If to Developer, to:  
  
Tom Worthen  
Wasatch Pallet Utah, LLC  
1331 East 1820 South  
PO BOX 907  
Spanish Fork, UT 84660  
Email: tom@wasatchpallet.com

4.9 Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A Site Plan and Landscaping Plan

IN WITNESS WHEREOF, this Agreement has been executed by Developer, by persons duly authorized to execute the same, and by Spanish Fork City, acting by and through its City Council, as of the \_\_\_ day of \_\_\_\_\_, 2023.

SPANISH FORK CITY by:

\_\_\_\_\_  
MIKE MENDENHALL, Mayor

Attest:

\_\_\_\_\_  
TARA SILVER, City Recorder

STATE OF UTAH )  
 ) ss.  
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2023, by Mike Mendenhall, as Mayor of Spanish Fork City.

\_\_\_\_\_  
Notary Public



EXHIBIT A

SITE AND LANDSCAPING PLAN

**LEGEND**

94,350 SQ. FT.	8" ROAD BASE
20,400 SQ. FT.	8" CONCRETE 6" ROAD BASE
36,950 SQ. FT.	3" ASPHALT, 6" ROAD BASE, 10" SUB BASE
406,260 SQ. FT.	6" ASPHALT, 6" ROAD BASE, 10" SUB-BASE
15,500 SQ. FT.	SIDEWALK
9,510 SQ. FT.	CURB & GUTTER
330 LINEAR SQ. FT.	CHAIN LINK FENCE
2,415 LINEAR SQ. FT.	CONCRETE FENCE

**LANDSCAPED AREAS:**

TOTAL AREA OF PROJECT SITE: 746,295 SQ'  
TOTAL AREA REQUIRED TO BE LANDSCAPED 74,630 SQ'

**AREAS TO RECEIVE DECORATIVE ROCK**

TOTAL AREA OF DECORATIVE ROCK  
47,281 SQUARE FEET

**AREAS TO RECEIVE FLOWER BEDS ( SHRUBS AND MULCH)**

TOTAL AREA OF SHRUB / FLOWER BEDS  
5,400 SQUARE FEET

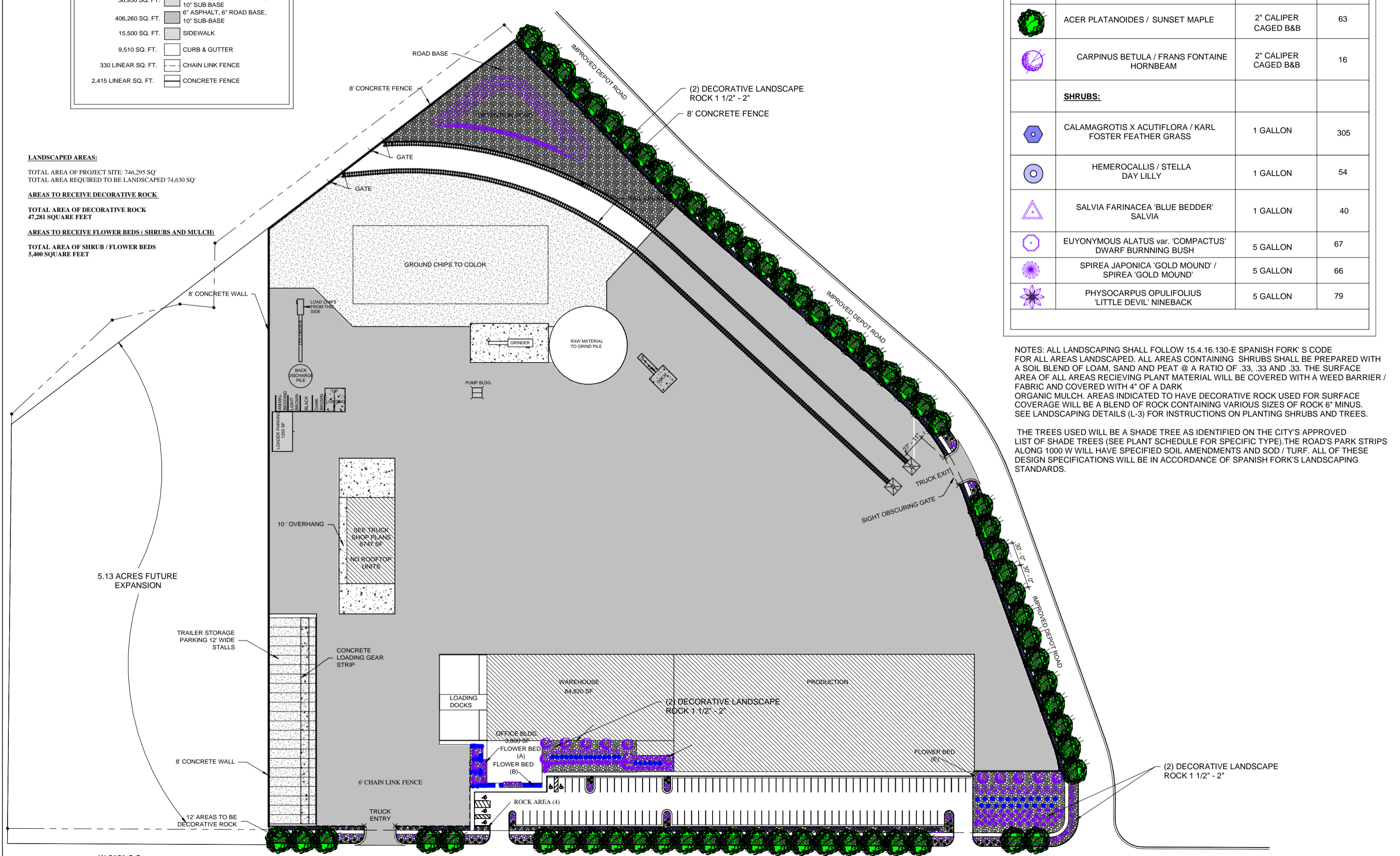
**PLANT SCHEDULE**

TREES:			
SYMBOL	LATIN OR BOTANICAL / COMON NAME	SIZE / CONTAINER	QUANTITY
	ACER PLATANOIDES / SUNSET MAPLE	2" CALIPER CAGED B&B	63
	CARPINUS BETULA / FRANS FONTAINE HORNBEAM	2" CALIPER CAGED B&B	16
SHRUBS:			
	CALAMAGROTIS X ACUTIFLORA / KARL FOSTER FEATHER GRASS	1 GALLON	305
	HEMEROCALLIS / STELLA DAY LILLY	1 GALLON	54
	SALVIA FARINACEA 'BLUE BEDDER' SALVIA	1 GALLON	40
	EUYONYMOUS ALATUS var. 'COMPACTUS' DWARF BURNING BUSH	5 GALLON	67
	SPIREA JAPONICA 'GOLD MOUND' / SPIREA 'GOLD MOUND'	5 GALLON	66
	PHYSOCARPUS OPULIFOLIUS 'LITTLE DEVIL' NINEBACK	5 GALLON	79

NOTES: ALL LANDSCAPING SHALL FOLLOW 15.4.16.130-E SPANISH FORK' S CODE FOR ALL AREAS LANDSCAPED. ALL AREAS CONTAINING SHRUBS SHALL BE PREPARED WITH A SOIL BLEND OF LOAM, SAND AND PEAT @ A RATIO OF .33, .33 AND .33. THE SURFACE AREA OF ALL AREAS RECEIVING PLANT MATERIAL WILL BE COVERED WITH A WEED BARRIER / FABRIC AND COVERED WITH 4" OF A DARK ORGANIC MULCH. AREAS INDICATED TO HAVE DECORATIVE ROCK USED FOR SURFACE COVERAGE WILL BE A BLEND OF ROCK CONTAINING VARIOUS SIZES OF ROCK 6" MINUS. SEE LANDSCAPING DETAILS (L-3) FOR INSTRUCTIONS ON PLANTING SHRUBS AND TREES.

THE TREES USED WILL BE A SHADE TREE AS IDENTIFIED ON THE CITY'S APPROVED LIST OF SHADE TREES (SEE PLANT SCHEDULE FOR SPECIFIC TYPE).THE ROAD'S PARK STRIPS ALONG 1000 W WILL HAVE SPECIFIED SOIL AMENDMENTS AND SOD / TURF. ALL OF THESE DESIGN SPECIFICATIONS WILL BE IN ACCORDANCE OF SPANISH FORK'S LANDSCAPING STANDARDS.

6/29/2023 12:08:59 PM Z:\Drawings 2021\2021-011 Wasatch Pallet\PHILLIP\Wasatch Pallet Landscape FINAL .rvt



REVISIONS  
DATE

ARCHITECTURAL COALITION  
1991 South Gate Road Springville, UT 84663 PH: 801-491-0275

LICENSED ARCHITECT  
NO. 123134  
RAND  
06/29/2023  
STATE OF UTAH

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WASATCH PALLET  
TOM WORTHEN  
698 W 1000 N, SPANISH FORK

SHEET NO.  
L-1.0  
DATE  
06/29/2023