



**FARR WEST CITY
PLANNING
COMMISSION
AGENDA**

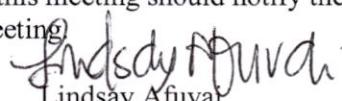
May 23, 2024 at 5:30 p.m.
City Council Chambers
1896 North 1800 West
Farr West, UT 84404

Notice is hereby given that the Planning Commission of Farr West City will hold a 5:30 pm work session and their regular meeting at 6:30 pm on Thursday, May 23, 2024

5:30 pm Work Session – Review of the River Blacksmith mixed-use development agreement

1. Call to Order – Chairwoman Genneva Blanchard
2. Opening Ceremony
 - a. Pledge of Allegiance
 - b. Prayer
3. Comments/Reports
 - a. Public Comments (2 minutes)
 - b. Report from City Council
4. Business Items
 - a. Public hearing to consider approval of the development agreement for the River Blacksmith mixed-use development
 - b. Consider recommendation to the City Council approval or denial of the development agreement for the River Blacksmith mixed-use development
 - c. Public hearing to consider approval of a re-zone of the River Blacksmith property, parcel numbers 15-004-0111 and 15-005-0108, from the A-1 zone to the Mixed-Use zone
 - d. Consider recommendation to the City Council approval or denial of re-zone of the River Blacksmith property, parcel numbers 15-004-0111 and 15-005-0108, from the A-1 zone to the Mixed-Use zone
 - e. Set a public hearing for June 13, 2024 to consider approval of the amended C-2 Commercial zone ordinance
 - f. Set a public hearing for June 13, 2024 to consider approval of the amended C-3 2700 North Regional Commercial Zone ordinance
5. Consent Items
 - a. Approval of minutes dated May 9, 2024
6. Chairman/Commission Follow-up
 - a. Report on Assignments
7. Adjournment

In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City Recorder at 801-731-4187, at least three working days prior to the meeting. In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City Recorder at 801-731-4187, at least three working days prior to the meeting.


Lindsay Afuval
Recorder

DEVELOPMENT AGREEMENT

Between

FARR WEST CITY

And

RIVER BLACKSMITH PROPERTIES, LLC

| Last revised 5/1/2024 5/8/2024

| UC_6667896.2 6667896.3

Table of Contents

DEVELOPMENT AGREEMENT.....	3
RECITALS.....	3
AGREEMENT.....	3
1. Effective Date, Expiration, Termination.....	3
2. Definitions and Interpretation.....	3
3. Project Description.....	4
4. Project Location and Illustration.....	4
5. Vesting.....	4
6. Development Standards and Use Restrictions.....	5
7. Amendments and Revisions.....	6
8. General Provisions.....	6
9. Notices.....	7
10. Default and Remedies.....	8
11. Entire Agreement.....	8
12. Counterparts.....	8
SIGNATURES.....	9
Attachment A - Project Area Legal Description and Graphic Depiction.....	12
Attachment B – Concept Plan Details.....	13
Attachment C – Design Specifications.....	14

DEVELOPMENT AGREEMENT
Legends Subdivision

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between FARR WEST CITY, UTAH ("City") and RIVER BLACKSMITH PROPERTIES, LLC ("Developer"), known together herein as the "Parties."

RECITALS

WHEREAS, The Developer desires and intends to develop a mixed use development project ~~(the "Project")~~ in Farr West City, Utah; and

WHEREAS, The Developer's objective is to develop no more than 93 single-family dwelling lots, 14 active adult community lots, 192 townhomes, and 11 light industrial/commercial lots (collectively, the "Project"), all of which complement the character of the community;

WHEREAS, The City's objective is to approve only development that supports and advances the health, safety, and welfare of the community, as generally described in the general plan and as otherwise determined appropriate by the Farr West City Council;

WHEREAS, The Project will be located on land referred to herein as the "Project Site". The Project Site comprises approximately 79.03 acres and is as more specifically particularly described in **Attachment A**: Project Area Legal Description and Graphic Depiction. A concept plan showing certain details and layout of the Project is contained in **Attachment B "Concept Plan"**.

NOW, THEREFORE, in consideration of the recitals (which are incorporated into the Agreement by this reference) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Effective Date, Expiration, Termination.

1.1. Effective Date. The Effective Date of this Agreement is the latter of:

- 1.1.1. The last date upon which it is signed by any of the Parties hereto; or
- 1.1.2. The date of recordation of this Agreement.

1.2. Expiration. This Agreement shall be in full force and effect until (10) years from the Effective Date of this Agreement, at which point this Agreement shall expire.

1.3. Termination. This Agreement may be terminated by mutual written agreement of the Parties to this Agreement. This Agreement automatically terminates, without notice, in the following circumstances:

- 1.3.1. The term of this Agreement expires;
- 1.3.2. The Project is abandoned or the use is discontinued, as determined by the City; or
- 1.3.3. The Developer defaults on any provision of this Agreement and the default is not resolved as specified in Section 10 of this Agreement.

2. Definitions and Interpretation.

For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; words not defined herein shall have the same meaning as provided by the Code. When consistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall apply to all genders

whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision

- 2.1. **Agreement.** "Agreement" means this Development Agreement between the City and Developer, approved by the Farr West City Council, and executed by the undersigned.
- 2.2. **Code.** "Code" means the Farr West City Code of Ordinances.
- 2.3. **City.** "City" means Farr West City, Utah.
- 2.4. **Developer.** "Developer" means River Blacksmith [Properties](#), LLC or its Assignees as provided in Section 8 of this Agreement.
- 2.5. **Effective Date.** "Effective Date" has the meaning set forth in Section 1 of this Agreement.
- 2.6. **Force Majeure Event.** "Force Majeure Event" means any event beyond the reasonable control of the affected Party that directly prevents or delays the performance by such Party of any obligation arising under this Agreement, including an event that is within one or more of the following categories: condemnation; expropriation; invasion; plague; drought; landslide; tornado; hurricane; tsunami; flood; lightning; earthquake; fire; explosion; epidemic; pandemic; quarantine; war (declared or undeclared); terrorism or other armed conflict; material physical damage to the Project caused by third Parties; riot or similar civil disturbance or commotion; material or supply delay; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of governmental or judicial authority.
- 2.7. **Parties.** "Parties" means the Developer and the City.
- 2.8. **Project.** "Project" means development on ~~has~~ the [Project Site](#) meaning provided in the Recitals of this Agreement.
- 2.9. **Project Site.** "Project Site" means ~~has~~ the land area on which the Project will be sited, as more specifically meaning provided in the Recitals of this Agreement and is described in Attachment A: Project Area Legal Description and Graphic Depiction.
- 2.10. **Routine and Uncontested.** "Routine and Uncontested" means simple and germane to the Project or Project Site, having very little chance of effect on the character of the area, and not anticipated to generate concern from the public.
- 2.11. **Substantial Completion.** "Substantial Completion" means the horizontal improvements for the Project ~~is have been~~ constructed, [and](#) installed, and valid approval is obtained from the City.
- 2.12. **Transferee.** A party to which the Project is transferred or assigned in part or in whole. "Assignee" shall also mean the same.

3. **Project Description.**

The ~~project~~[Project Site](#) is described by legal description in Attachment A.

4. **Project Location and Illustration.**

The Project location, design, layout, improvements, open space, and plan is conceptually illustrated in Attachment B referred to throughout this Agreement as [the](#) "Concept Plan".

5. **Vesting.**

- 5.1. To the maximum extent permitted under the laws of the City, the State of Utah, and the United

States, the Parties hereto intend that this Agreement grants to Developer the right to develop and use the Project, as outlined in [the Concept Plan](#) and subject to the requirements set forth in this Agreement, without modification or interference by the City (collectively, the "Vested Rights"). The Parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity. The Parties specifically intend that this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code.

5.2. Neither the City nor any department or agency of the City shall impose upon the Project (whether by initiative, or other means) any ordinance, resolution, rule, regulation, standard, directive, condition or other measure (each a "New Law") that reduces or impacts the development rights provided by this Agreement or the Vested Rights. Without limiting the generality of the foregoing, any New Law shall be deemed to conflict with this Agreement and / or the Vested Rights if it would accomplish any of the following results in a manner inconsistent with or more restrictive than applicable law, either by specific reference to the Project or as part of a general enactment that applies to or affects the Project: (i) change any land uses or permitted uses of the Project; (ii) limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner so long as all applicable requirements of this Agreement, and the applicable zoning ordinance are satisfied; or (iii) apply to the Project any New Law otherwise allowed by this Agreement that is not uniformly applied on a City-wide basis to all substantially similar types of development projects and project sites with similar zoning designations. Notwithstanding the foregoing, if Developer considers any New Law to be beneficial to the Project, this section does not require Developer to comply with the superseded ordinance, but rather in such cases, Developer may with City approval, which approval may not be unreasonably withheld, conditioned, or delayed, elect to request that the New Law apply to the Project.

5.3. The Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation of the police powers, such legislation shall not modify the Developer's vested ~~right~~[rights](#) as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in U.C.A. § 10-9a-509, as adopted on the Effective Date, *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under State or Federal laws.

5.4. The parties mutually acknowledge that any use lawfully established under vested laws and this Agreement replaces and supersedes any previously approved development agreements pertaining to or recorded against the Property and Project [including Site](#).

6. Development Standards.

6.1. Lot Development Standards. The use of the Project shall be developed in a manner that is consistent with the development standards of the applicable zone at the time of the execution of this Agreement except as otherwise herein specified.

6.2. Side setbacks on residential units are permitted to be 5 feet.

6.3. In accordance with the Concept Plan, [it is anticipated that](#) 30.5 acres shall be reserved for commercial use, 34.57 acres shall be reserved for residential use, and a total of 13.95 acres shall be reserved for open space/parks.

6.4. All[It is anticipated that all](#) improvements, dedications, landscaping requirements, phasing, and

specifications of each portion of the Project shall be as indicated in the Concept Plan, final Plat, or **Attachment C** "Design Specifications". Notwithstanding the foregoing or anything herein to the contrary, the Concept Plan is understood by the Parties to be conceptual in nature. Developer may make certain changes to the Project's layout depicted in the Concept Plan and described in the Design Specifications with City staff approval as provided in Section 7.2.

6.5. Public Improvements

6.5.1. Street Right-of-way improvements/Trails

6.5.1.1. The size, width, and materials of each trail developed in the Project shall be included in the Concept Plan. The dedication of any trail, path, roadway, or open space shall be included in the final Plat prepared by the Developer and submitted to the City for approval. Upon dedication of any public trial to the City as provided herein, the City shall thereafter be responsible for the maintenance, repair and operation of such trail.

6.5.1.2. Landscape plans for the Project shall be prepared by the Developer and submitted to the City for approval.

6.5.1.3. Developer shall be responsible, at Developer's expense, for the road widening and improvements to the City specifications along the south side of 1800 North from 2300 West to the canal. City and Developer agree that said widening and improvements shall not include the installation of a curb/gutter and City shall be responsible for the installation and expense of any curb/gutter ~~installation~~improvements.

Author [A1]

Correct me if this is wrong. I'm not certain about this.

6.5.2. Landscaping/Maintenance

6.5.2.1. The Developer agrees to create an ~~HOA~~The owners' association comprised of the owners of lots within the Project (the "HOA"). The HOA shall be given the responsibility and authority to review all final landscape proposals and shall enforce the same. The HOA shall also be responsible for landscape maintenance along all pathways and pathway easements with the exception of any trails/pathways and easements which are dedicated to the City.

6.6. Parks/Open Space

6.6.1. Voluntary Contributions

6.6.1.1. Any parks and/or open space dedicated to the City shall be improved as specified on the Concept Plan.

7. Amendments and Revisions.

This Agreement may be amended by mutual agreement of the Parties only if the amendment is in writing and approved and signed by Developer and City (an "Amendment"). The following sections specify what Project changes can be undertaken without the need for amendment of the Development Agreement, and what changes require Amendment to this Agreement.

7.1. Project Facility Repair, Maintenance and Replacement. Developer shall be permitted to repair, maintain and replace the Project and its components consistent with the terms of this Agreement without amending the Agreement.

7.2. Authorized Changes, Enlargements, or Alterations. As set forth below, City staff may review and approve certain ~~minor~~non-material changes, enlargements or adjustments ("Changes") to the Project in their respective administrative capacities. The following types of Changes are considered minor, provided that no such Changes shall directly or indirectly result in significantly greater impacts than those contemplated in the approval of this Agreement.

7.2.1. Changes Necessary to Comply with Other Laws. Any resulting changes as a consequence of obtaining or complying with a federal, state, or local permit or approval; provided that the changes are routine and uncontested and the application thereof does not materially affect the City's original intent, findings, or conditions on the Project in a manner that would have likely resulted in a different decision on this Agreement, as determined by the Planning Director.

7.2.2. De-Minimis Minor Changes. Other ~~de Minimis changes~~minor Changes requested by the Developer, which are not material modifications to the Concept Plan or Design Specifications and are reasonably consistent with the intent of this agreement and the applicable zone; and are routine and uncontested. As used herein, the term "material modification" shall mean any modification that: (i) introduces new uses not contemplated in the Concept Plan or Design Specifications; (ii) alters or changes the location of the roadways shown on the Concept Plan; or (iii) reduces the percentage of land used for commercial use below 35% or increases the percentage of land used for commercial use above 50%. Any such material modification will require an amendment to this Agreement to be approved by the City Council.

8. General Provisions.

8.

8.1. Assignability. The rights and responsibilities of Developer under this Agreement may be assigned as provided herein.

8.1.1. Total Assignment of Project and Project Site. The Developer, as the landowner of the Project Site at the time of the execution of this Agreement, may sell, convey, reassign, or transfer all or a portion of the Project Site or Project to another entity at any time, provided any division of land, if applicable, ~~and~~ complies with City Laws.

8.2. Binding Effect. This Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Project Site, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.

8.3. Utah Law. This Agreement is entered into under the laws of the State of Utah, and the Parties hereto intend that Utah law shall apply to the interpretation hereof.

8.4. Authority. Each Party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to execute, deliver and perform its obligations under this Agreement.

8.5. Duty to Act Reasonably and in Good Faith. Unless otherwise expressly provided, each Party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each of them covenants that it will not at any time

voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement.

8.6. Communication and Coordination. The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.

8.7. Force Majeure Event. A Force Majeure Event shall be promptly addressed by Developer. City agrees to offer a reasonable period for Developer to cure the effect of the event given the extent of the effect on the Project and the Developer's ability to redress the effect.

9. Notices.

11.

9.1. Written Notice. Any notice, demand, or other communication ("Notice") given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). A courtesy copy of the Notice may be sent by facsimile transmission or email.

9.2. Addresses. Notices shall be given to the Parties at their addresses set forth as follows:

If to the City:

Farr West City
1896 NORTH 1800 WEST
FARR WEST, UT 84404

If to Developer:

RIVER BLACKSMITH [PROPERTIES](#), LLC
2105 W 1800 N
Farr West, UT 84404
[Attn: Jared Hadley](#)

With a copy to

[DENTONS DURHAM JONES PINEGAR P.C.](#)
[3301 N. Thanksgiving Way, Ste. 400](#)
[Lehi, UT 84043](#)
[Attn: Brian Cheney](#)

9.3. Notice Effect. Notice by hand delivery shall be effective upon receipt. If deposited in the mail, notice shall be deemed delivered forty-eight (48) hours after deposited. Any Party at any time by Notice to the other Party may designate a different address or person to which such notice or communication shall be given.

10. Default and Remedies.

12.

10.1. Failure to Perform Period. No Party shall be in default under this Agreement unless it has failed to perform as required under this Agreement for a period of thirty (30) days after written notice of default from the other Party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure of the alleged default.

10.2. Remedies. The Developer's failure to comply with this agreement constitutes a violation of the Farr West City Code, and is subject to the enforcement provisions and remedies thereof. In addition, the City may withhold any permits from the Project. In the event of a default by the City, Developer shall have any and all remedies available at law or in equity.

10.3. Dispute Resolution Process.

10.3.1. Conference. In the event of any dispute relating to this Agreement, the Parties, upon the request of either Party, shall meet within seven (7) calendar days to confer and seek to resolve the dispute ("Conference"). The Conference shall be attended by the following parties: (a) the City shall send department director(s) and City employees and contractors with information relating to the dispute, and (b) Developer shall send Developer's representative and any consultant(s) with technical information or expertise related to the dispute. The Parties shall, in good faith, endeavor to resolve their disputes through the Conference.

10.3.2. Mediation. If this Conference process does not resolve the dispute within the 7-day Conference period, the Parties shall in good faith submit the matter to mediation. The Parties shall send the same types of representatives to mediation as specified for the "Conference" process. Additionally, the Parties shall have representatives present at the mediation with full authority to make a settlement within the range of terms being discussed, should settlement be deemed prudent. The mediation shall take place within forty-five (45) days of the Parties submitting the dispute to mediation. If the dispute is not able to be resolved through the mediation process in the 45-day period, the Parties may pursue their legal remedies in accordance with Utah and local law.

11. Entire Agreement.

This Agreement, together with all Attachments hereto, constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement. This agreement is specifically intended by the Parties to supersede all prior agreements between them or recorded to the property, whether written or oral.

12. Counterparts.

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile or by e-mail shall be deemed originally signed copies of this Agreement.

IN WITNESS HEREOF, the Parties hereto, having been duly authorized, have executed this Agreement.

SIGNATURES

FARR WEST CITY

Ken Phippen, Mayor

Vote of City Council

Yes No

— — Council Member Ferrin
— — Council Member Williams
— — Council Member Shupe
— — Council Member Blind
— — Council Member Jay

ATTEST:

City Recorder

“OwnerDeveloper”
RIVER BLACKSMITH PROPERTIES, LLC

By: _____

Print Name: _____

Title: _____

DATE: _____

Owner Acknowledgment

State of Utah)

)ss.

County of Weber)

On the _____ day of _____, 202024, personally appeared before me

of _____ River Blacksmith
Properties, LLC, a Utah limited liability company, and that the foregoing instrument was signed in behalf of
said limited liability company by authority of its members or its articlescertificate of organization; and said
person acknowledged to me that said limited liability company executed the same.

My Commission Expires:

Notary Public, residing in

“Developer”
RIVER BLACKSMITH, LLC

By: _____
Print Name: _____
Title: _____

DATE: _____

Developer Acknowledgment

State of Utah _____)

County of Weber _____)ss.

On the _____ day of _____, 20____, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of _____, a limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company by authority of its members or its articles of organization; and said person acknowledged to me that said limited liability company executed the same.

~~My Commission Expires:~~ _____ Notary Public, residing in _____

Attachment A - Project Area Legal Description and Graphic Depiction

DRAFT

Attachment B – Concept Plan Details

DRAFT

Attachment C Design Specifications

DRAFT

Document comparison by Workshare Compare on Wednesday, May 8, 2024
10:19:52 AM

Input:	
Document 1 ID	iManage://slcdms.djplaw.com/WorkSiteSLC/6667896/2
Description	#6667896v2<slcdms.djplaw.com> - River Blacksmith - Petersen Farr West JV - River Blacksmith Development Agreement
Document 2 ID	iManage://slcdms.djplaw.com/WORKSITESLC/6667896/3
Description	#6667896v3<slcdms.djplaw.com> - River Blacksmith - Petersen Farr West JV - River Blacksmith Development Agreement
Rendering set	Standard

Legend:	
<u>Insertion</u>	
<u>Deletion</u>	
<u>Moved from</u>	
<u>Moved to</u>	
Style change	
Format change	
<u>Moved deletion</u>	
Inserted cell	Light blue
Deleted cell	Light red
Moved cell	Light green
Split/Merged cell	Light yellow
Padding cell	Light grey

Statistics:	
	Count
Insertions	53
Deletions	46
Moved from	0
Moved to	0
Style changes	0
Format changes	0

Total changes	99
---------------	----

Application for Rezoning Real Property



Date Submitted _____ Applicant's Name Jared Hadley
Applicant's Address _____
Applicant's Phone 911 _____

Fee Schedule (check one):

Up to 5 acres..... \$150.00
More than 5 acres..... \$200.00
Commercial or Manufacturing..... \$250.00

Fee received by Undsdy Date 5.1.24

I (we), the undersigned property owner (s), request that the following real property (include or attach a legal description and a scale drawing of the real property here):

ATTACHED

Be rezoned from (present zoning) R-1-15

To (desired zoning) MIXED USE RESIDENTIAL

Include or attach a list of all adjacent property owners within three hundred feet (300') of the property proposed for rezone and their addresses.

The Planning Commission must review the request from the standpoint that changes in property zoning cannot be made unless it is in the best interest of the citizens of Farr West City generally.

Please answer the following questions: (Attach additional sheets if necessary)

1. How is this request consistent with the policies of Farr West City's General Plan?

THE FUTURE LAND USE MAP SHOWS THE FUTURE USE TO BE
MIXED USE RESIDENTIAL

Application for Rezoning Real Property



2. How will this request benefit the general public and the community?

THIS WILL ALLOW WORK & LIVING OPPORTUNITIES FOR
CURRENT & FUTURE CITIZENS OF FARR WEST. THIS PLAN WILL
ALSO ADDRESS SOME MODERATE INCOME NEEDS FOR THE CITY.

3. How will this request promote the health, safety, convenience, order or prosperity of the general public?

IT WILL ALLOW FOR CONVENIENCE OF WORK & LIVING FOR
THE RESIDENTS OF FARR WEST.

Signature of Petitioner(s):

Address:

918 N 5200 W
OGDEN UT 84404

✓ Checklist:

Fees Paid
 Legal Description
 Scale Drawing
 Adjacent Property Owners List
 Public Hearing Set
 Adjacent Property Owners Notified

Notice Advertised on: _____
 Public Hearing Held on: _____
PC Recommendation:
 Approve Reject Date: _____
CC Action:
 Approve Reject Date: _____

Formatted: Font: Bold

CHAPTER 17.36

C-2 GENERAL COMMERCIAL ZONE

SECTION:

17.36.010: Purpose

17.36.020: Flex Space

17.36.~~020030~~: Permitted Uses

17.36.~~030040~~: Conditional Uses

17.36.~~040050~~: Basis for Issuance of Conditional use

17.36.~~050060~~: Prohibited Uses

17.36.~~060070~~: Site Development Standards

17.36.~~070080~~: Landscaping

17.36.~~080090~~: Trash Storage

17.36.~~090100~~: Walls and Fences

17.36.~~100110~~: Special Provisions

17.36.010: PURPOSE:

The purpose of the C-2 or General Commercial Zone is to provide an area which will accommodate the orderly development of commercial businesses within the city. The businesses must have landscaped lots and adequate off-street parking. (Ord. 17-02)

17.36.020: Flex Space

Flex space is any building or commercial property that has a mixture of retail space, office space, and/or warehouse space. Flex space can be used for either permitted or conditional uses (see lists), but conditional uses shall be authorized only upon recommendation by the Planning Commission and approval by the City Council.

17.36.~~020030~~: PERMITTED USES:

The following uses shall be permitted subject to site plan approval and compliance:

"Residential facility for elderly persons" as defined in section 17.08.010 of this title.

"Residential facility for persons with a disability" as defined in section 17.08.010 of this title.

Arcade

Archery shop and Range (indoor only)

Athletic club

Bank or financial institutions

Billiard parlor (no alcohol)

Catering

Day care/preschool

Detective agency

Educational institution, tutoring, learning centers (no housing)

Employment agency

Golf driving range (indoors only)

Government buildings or uses, non-industrial.

Laundromat

Library (public)

Medical or dental clinics, pharmacy

Mortuary

Museum

Office: general uses include, business, property management, investment firms, advertising agency, secretarial services

Personal care and fitness center

Pawn Shop

Racquet club (indoors)

Restaurant, cafe or cafeteria

Retail Sales

Theater

17.36.030040: CONDITIONAL USES:

A. Permits for conditional uses shall be authorized, only upon recommendation by the Planning Commission and approval by the City Council.

B. The Planning Commissions review of conditional uses shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development in accordance with existing and future needs of the city. In making a recommendation on conditional uses, the Planning Commission shall consider the existing sites zoning, the Zoning Ordinances, the approved General plan, and the use of the surrounding property; the present and future requirements for streets, off street parking, and on street parking in relation to exits and entrances from public streets, pedestrian and vehicular traffic circulation, availability of water and other utilities, and other public requirements including the health, safety and welfare of the citizens of the city. The City Council, upon recommendation by the Planning Commission or on its own motion, may impose reasonable conditions as are necessary to protect the rights of surrounding property owners and tenants and to conduct the purposes of this chapter and characteristics of this zone.

17.36.040050: BASIS FOR ISSUANCE OF CONDITIONAL USE PERMIT:

A conditional use permit shall not be authorized unless a public hearing is held, and evidence is presented to establish:

A. That the proposed use of the location is necessary or desirable to provide a service or facility which will contribute to the general well-being of the community; and

B. That such use will not, under the circumstances of the case and the conditions imposed, be detrimental to the health, safety and general welfare of persons nor injurious to property or improvements in the community, but will be compatible with and complementary to the existing surrounding uses, buildings, and structures when considering traffic generation, parking, building design and location, landscaping and signs; and

C. That the proposed use will comply with the regulations and conditions specified in this title for such use; and

D. That the proposed use conforms to the goals, policies and governing ordinances and principles and land use of the general plan for Farr West City; and

E. That the proposed use will not lead to the deterioration of the environment, or ecology of the general area, nor will produce conditions or emit pollutants of such a type or of such a quantity to detrimentally affect, to any appreciable degree, public or private property including the operation of existing uses thereon, in the immediate vicinity or the community. (Ord. 2010-03)

Conditional uses are restricted to the following:

Amusement fun centers

Automobile new or used sales and service

Automotive repair provided it is conducted within a completely enclosed building.

Carpenter and cabinet shop

Carwash

Church

Dance hall (no alcohol)

Event Center

Fuel service stations/charging stations

Golf Course

Gun range (indoors)

Gun sales and Service

Heavy equipment rental, sales, and service

Hospital

Kennel

Light indoor manufacturing with retail sales

(Liam's definition) Light indoor manufacturing with associated retail sales where the retail sales consist exclusively of items manufactured on the premises.

Just a thought – as long as the city receives the sales tax revenue from that business, perhaps we somehow adjust the language to not only include items "EXCLUSIVELY" manufactured on the premises but other items brought in from outside entities/businesses for retail sales as well??

-Motel, hotel, bed and breakfast

Pest Control and extermination

Public and quasi-public uses

Radio and Television broadcasting station

Trade or industrial schools

Veterinary (small and medium animals with kennel services)

17.36.~~050060~~: PROHIBITED USES:

Bulk soil, rock, and aggregate sales, storage, or processing

Residential uses except a "residential facility for elderly persons" and a "residential facility for persons with a disability" as defined in section 17.08.010 of this title.

Storage units, storage sheds, & portable containers (including those for display for lease or purchase) or storage facilities for lease or rent to the public.

Title loan and check cashing businesses.

Trucking companies, truck docks, cross docks

17.36.060070: SITE DEVELOPMENT STANDARDS:

- A. Front setback and side setback from a public dedicated street: Twenty feet (20').
- B. Side yard setback, adjacent to Commercially zoned property: As required in the adopted Building Code.
- C. Rear yard setback adjacent to Commercially zoned property: As required in the adopted Building Code.
- D. Side yard setback, adjacent to ~~residentially~~Residentially zoned property: Twenty feet (20').
- E. Rear yard setback, adjacent to ~~residentially~~Residentially zoned property: Twenty feet (20').
- F. Lot area and width: No requirement unless identified in the adopted building code.
- G. Maximum height: No requirement
- H. Minimum height: Eight feet (8') or one story whichever is greater.
- I. Parking requirements: See supplementary regulations in section 17.44.150 of this title.
(Ord. 17-02)

Formatted: Font: Bold

17.36.070080: LANDSCAPING:

A. Area Requirements: An area of not less than ten percent (10%) of the site as depicted on the site plan shall be landscaped with live plantings; The perimeter area and slopes of the retention/detention basins may be included as part of the landscape area if landscaped. The park strip between any public street and the site, whether existing or proposed, is the responsibility of the site property owner/ tenant to maintain. (Ord. 17-02)

B. Screening; Visual/Noise: Landscaping prescribed by the Planning Commission to accomplish other requirements of this title, as in visual screening, noise abatement or other needs based on site conditions are required as part of, or in addition to, the ten percent (10%) landscaping requirement.

C. Location: Front setbacks, side setbacks facing the street, and other areas visible to the public are required to be landscaped.

D. Ground Cover: All landscaped areas shall be covered with a minimum three (3) inch layer of decorative rock or other approved medium to allow water to infiltrate the ground and inhibit weed growth. Detention basins shall also be lined with rock.

E. Plant Materials: All Landscaped areas shall be planted with plants that are well-suited to conditions at the project site and may include native and locally adapted shrubs, trees, or ornamental grasses and perennials compatible with xeriscape environment. (Xeriscape is a landscaping method developed especially for arid and semiarid climates that utilizes water-conservation techniques.)

F. Watering: The landscaping plan shall include a secondary water supply. Culinary water shall not be used. The irrigation systems shall be designed to minimize water consumption by using an underground drip or bubble system with an automatic controller.

G. Maintenance: The preservation of the landscaping shall be maintained in a healthy, neat, and orderly condition free of weeds and litter. Diseased or dead plant materials shall be removed and replaced by June 1st if due to winter kill or October 1st if the plant materials die during the summer months. The preservation and maintenance of the landscaping in the park strip areas are the responsibility of the property owner/ tenant.

H. Completion Requirements: Landscaping shall be completed prior to the issuance of the Certificate of occupancy for the building or structure with which it is associated. In the case of inclement weather that prevents the installation of the required landscaping, the time of completion may be extended, in writing upon approval of the Chief Building Official.

17.36.080090: TRASH STORAGE:

Formatted: Font: Bold

No trash, used materials, debris, wrecked or abandoned vehicles or equipment shall be stored in an unsecured area. All such material shall be stored in an area screened from public view by a sight obscuring fence or wall or within a fully enclosed building. (Ord. 17-02)

17.36.090100: WALLS AND FENCES:

Formatted: Font: Bold

A decorative wall, fence at least six feet (6') in height shall be erected along all property lines in common with Residentially zoned property. See section 17.46.070 of this title. (Ord. 17-02)

17.36.100110: SPECIAL PROVISIONS:

Formatted: Font: Bold

See sections 17.44.130 through 17.44.150 of this title. (Ord. 17-02)