



**WEST HAVEN CITY  
PLANNING COMMISSION AGENDA**

**August 14, 2024**  
City Council Chambers  
4150 South 3900 West, West Haven, UT 84401

NOTICE IS HEREBY GIVEN THAT ON **AUGUST 14, 2024** THE WEST HAVEN PLANNING COMMISSION WILL HOLD THE FOLLOWING PUBLIC MEETING: **6:00 PM: REGULAR PLANNING COMMISSION MEETING.**

JOIN US DIGITALLY VIA ZOOM AT [HTTPS://US06WEB.ZOOM.US/J/86539464549](https://us06web.zoom.us/j/86539464549).  
WATCH LIVE AT [HTTPS://WWW.YOUTUBE.COM/@CITYOFWESTHAVENUTAH4030](https://www.youtube.com/@cityofwesthavenutah4030).

**6:00 PM REGULAR PLANNING COMMISSION MEETING**

- 1. CALL TO ORDER BY CHAIRMAN ROUNDY**
- 2. OPENING CEREMONIES**
  - a. PLEDGE OF ALLEGIANCE- COMMISSION MEMBER STIMPSON
  - b. PRAYER/MOMENT OF SILENCE - COMMISSION MEMBER REED
- 3. ACTION ON MINUTES**
  - a. APPROVE MINUTES FOR THE MEETING OF 07/10/2024
- 4. REPORT**
  - a. ACTIONS TAKEN BY CITY COUNCIL ON PLANNING COMMISSION RECOMMENDATIONS
- 5. DISCUSSION AND ACTION ON A FINAL SITE PLAN**
  - a. A FINAL SITE PLAN FOR GREY STONE PRODUCTS LOCATED AT APPROXIMATELY 2797 S 1900 W (PARCEL #1546600006 AND 1546600005) (APPLICANT JORDAN CLARKE WITH GREY STONE PRODUCTS).
- 6. DISCUSSION AND ACTION ON A PRELIMINARY SITE PLAN**
  - a. A PRELIMINARY PLAT FOR A SUNSET FARMS 10-LOT SUBDIVISION AT APPROXIMATELY 3417 S 2700 W (APPLICANT IS TYLER & JESSICA PETERSON).
- 7. DISCUSSION AND ACTION ON PRELIMINARY SITE PLAN**
  - a. PRELIMINARY SITE PLAN AND CONDITIONAL USE APPROVAL FOR A DAYCARE FACILITY LOCATED AT APPROXIMATELY 2400 W KNUDSON DR. (PARCEL #080280114, 080280105) APPLICANT KOOL KIDZ ADVENTURE ACADEMY(AGENT BRENT KELLER & JIM FLINT)
- 8. PUBLIC HEARING**
  - a. TO CONSIDER A REQUEST TO REZONE PARCEL NUMBER 080290053 & 080290054 WEST HAVEN, UT FROM A-2 TO R-2
- 9. DISCUSSION AND ACTION FOR REZONE**

- a. TO CONSIDER A REQUEST TO REZONE PARCEL NUMBER 080290053 & 080290054 WEST HAVEN, UT FROM A-2 TO R-2 (APPLICANT NAME IS DIANE P & JAMES H. DEMBITZ/ AGENT NAME: JEREMY BRAND/JON SHAW).

**10. PUBLIC HEARING**

- a. TO SOLICIT PUBLIC INPUT ON THE 5TH AMENDMENT TO THE GREEN FARM MASTER DEVELOPMENT AGREEMENT

**11. DISCUSSION AND ACTION ON A PUBLIC HEARING**

- a. ON THE 5TH AMENDMENT TO THE GREEN FARM MASTER DEVELOPMENT AGREEMENT

**12. PUBLIC HEARING**

- a. TO SOLICIT PUBLIC INPUT ON THE 2ND AMENDMENT TO THE RIVERWALK MASTER DEVELOPMENT AGREEMENT

**13. DISCUSSION AND ACTION**

- a. ON THE 2ND AMENDMENT TO THE RIVERWALK MASTER DEVELOPMENT AGREEMENT.

**14. PUBLIC HEARING**

- a. TO CONSIDER AN AMENDMENT TO THE PARKING REGULATIONS (CHAPTER 71) ORDINANCE.

**15. DISCUSSION AND ACTION ON PARKING ORDINANCE**

- a. TO CONSIDER AN AMENDMENT TO THE PARKING REGULATIONS (CHAPTER 71) ORDINANCE.

**16. ADJOURNMENT**

**Rules Governing Public Hearings**

- Each speaker will be limited to a single opportunity to speak and shall direct comments only to the Commission.
- Such opportunity may not exceed two (2) minutes, as has been determined by the Chair, as outlined in Resolution 28-2021
- In accordance with Resolution 28-2021, the Chair may refuse to recognize or may exclude from the public hearing anyone who:
  - o Is disorderly, abusive, or disruptive;
  - o Takes part in or encourages audience demonstrations such as applause, cheering, display of signs, or other conduct disruptive to the hearing;
  - o Comments without first receiving recognition from the Chair and stating his/her full name and residence; or
  - o Presents irrelevant, immaterial, or repetitious evidence.
- Comments and questions raised by speakers will not be addressed or answered by Staff or Commissioners during the hearing but will be addressed upon conclusion and closure of the hearing.

*Robyn VanCampen*

**Robyn VanCampen, Deputy Recorder**

In compliance with the Americans with Disabilities Act, persons needing special accommodations, including auxiliary communicative aids and services, for this meeting should notify the city recorder at 731-4519 or by email: [emilyg@westhavencity.com](mailto:emilyg@westhavencity.com) at least 48 hours in advance of the meeting.

**CERTIFICATE OF POSTING**

The undersigned, duly appointed city recorder, does hereby certify that the above notice and agenda has been posted in the West Haven City Recorder's office; at the West Haven City Complex on the Notice Board and at [westhavencity.com](http://westhavencity.com); emailed to the Standard-Examiner with a request that it be posted

In their Wednesday night meeting section, mailed and emailed to the West Haven City Mayor and each West Haven City Council Member who has email capacity and to the city attorney.



**Planning Commission Meeting Minutes**  
July 10, 2024 6:00 PM

**City Council Chambers**  
4150 South 3900 West, West Haven, UT 84401

**Planning Commission Attendees:**

Chairman Roundy  
Vice-Chairman Reyna  
Commission member Reed  
Commission member Galt  
Commission member Hepworth (via Zoom)

**Excused:** Commission member Stimpson

**6:00 PM REGULAR PLANNING COMMISSION MEETING**

**1. CALL TO ORDER BY CHAIRMAN ROUNDY**

*Called to order at 6:00 pm*

**2. OPENING CEREMONIES**

**a. PLEDGE OF ALLEGIANCE- COMMISSION MEMBER HEPWORTH**

*Commission member Hepworth joined via Zoom. Commission member Reed opened with the Pledge of Allegiance on his behalf.*

**b. PRAYER/MOMENT OF SILENCE BY VICE-CHAIRMAN REYNA**

**3. ACTION ON MINUTES**

**a. APPROVE MINUTES FOR THE MEETING OF 06/26/2024.**

*No changes to the minutes.  
Commission member Hepworth had not joined via zoom to vote on this item.*

**Commission member Reed made a motion** to approve. **Commission member Galt** seconded the motion.

**AYES:** Commission member Roundy, Vice-Chairman Reyna, Commission member Reed, Commission member Galt

**NAYS:**

**ABSENT/ EXCUSED:** Commission member Hepworth (on this vote only), Commission member Stimpson

**4. REPORT**

**a. ACTIONS TAKEN BY CITY COUNCIL ON PLANNING COMMISSION RECOMMENDATIONS**

*Alika advised City Council approved the Accessory Building Ordinance.*

5. PUBLIC HEARING

- a. TO CONSIDER AN AMENDMENT TO THE CLUSTER SUBDIVISION ORDINANCE

**Commission member Galt made a motion** Enter into Public Hearing to consider an amendment to the Cluster Subdivision Ordinance. **Commission Reed** seconded the motion.

**AYES:** Commission member Roundy, Vice Chairman Reyna, Commission member Reed, Commission member Galt, Commission member Hepworth

**NAYS:**

**ABSENT/EXCUSED:** Commission member Stimpson

**Vice-Chairman Reyna made a motion** Leave Public Hearing. **Commission member Reed** seconded the motion.

**AYES:** Commission member Roundy, Vice Chairman Reyna, Commission member Reed, Commission member Galt, Commission member Hepworth

**NAYS:**

**ABSENT/EXCUSED:** Commission member Stimpson

6. DISCUSSION AND ACTION

- a. TO CONSIDER AN AMENDMENT TO THE CLUSTER SUBDIVISION ORDINANCE

*\*Commission member Galt gave a public appreciation for Alike's work on this project. He requested that item #157.576 on the cottage courtyards be removed.*

*\*All Commission member and staff weighed the options on if the cottage courtyard was removed could it be reviewed in the future on a case-by-case basis.*

*\*Staff advised it could be.*

**Commission member Galt made a motion** to recommend approval of the Cluster Subdivision Special Provisions Ordinance with the following change that we remove section 157.576 regarding cottage courtyard. **Vice-Chairman Reyna** seconded the motion.

**AYES:** Commission member Roundy, Vice Chairman Reyna, Commission member Reed, Commission member Galt, Commission member Hepworth

**NAYS:**

**ABSENT/EXCUSED:** Commission member Stimpson

7. PUBLIC HEARING

- a. TO CONSIDER AN AMENDMENT TO THE PLANNED RESIDENTIAL UNIT DEVELOPMENT (PRUD) ORDINANCE.

**Commission member Galt made a motion** Enter into Public Hearing to consider an amendment to the Planned Residential Unit Development (PRUD) ordinance. **Vice-Chairman Reyna** seconded the motion.

**AYES:** Commission member Roundy, Vice Chairman Reyna, Commission member Reed, Commission member Galt, Commission member Hepworth

**NAYS:**

**ABSENT/EXCUSED:** Commission member Stimpson

**Commission member Reed made a motion** Leave Public Hearing. **Vice-Chairman Reyna** seconded the motion.

**AYES:** Commission member Roundy, Vice Chairman Reyna, Commission member Reed, Commission member Galt, Commission member Hepworth

**NAYS:**

**ABSENT/EXCUSED:** Commission member Stimpson

**8. DISCUSSION AND ACTION**

- a. TO CONSIDER AN AMENDMENT TO THE PLANNED RESIDENTIAL UNIT DEVELOPMENT (PRUD) ORDINANCE

**Commission member Galt made a motion** to recommend approval of this Planned Residential Unit Development Ordinance with the following changes: Correct the language to read PRUD Planned Residential Unit Development throughout the policy rather than referring to PUD, to correct paragraph numbering near the end of the ordinance as discussed, in section 157432 add the R1 zone, in section 434(d)1 rather than only referring to xeriscape refer to waterwise landscape to include native plants or xeriscape, in section 434(d)4 add the language and the City Council, in section 435(f) rather than having the setback be 25 feet have it be a minimum of 25 feet, and then in section 440(b) leave that language in rather than striking it out, and also correct the paragraph lettering or number in section 157-435. **Commission Reed** seconded the motion.

*\*Commission Galt also acknowledged the appreciate for Alika's work on this ordinance update.*

*\*Staff went over changing verbiage, and recommend add to #4 the other amenity to be added by Planning Commission and City Council. Staff also went through the approval process with the Commission members.*

*\*Commission member Reed brought up to Alika's attention that the line item numbering on page 8 is out of sequence.*

*It currently list:*

*157.437 – City Council Action*

*155.198 – Procedures for Processing a Planned Residential Unit Development.*

*157.577 – Master Development Agreement Requirements (MDA)*

*\*Alika advised that it would be corrected to read as:*

*157.438 – Procedures for Processing a Planned Residential Unit Development.*

*157.439 – Master Development Agreement Requirements (MDA).*

**AYES:** Commission member Roundy, Vice Chairman Reyna, Commission member Reed, Commission member Galt, Commission member Hepworth

**NAYS:**

**ABSENT/EXCUSED:** Commission member Stimpson

**9. ADJOURNMENT**

**Commission member Reed made a motion** to adjourn. **Vice-Chairman Reyna** seconded the motion.

**AYES:** Commission member Roundy, Vice Chairman Reyna, Commission member Reed, Commission member Galt, Commission member Hepworth

**NAYS:**

**ABSENT/EXCUSED:** Commission member Stimpson

*Robyn VanCampen*

Deputy City Recorder

Date Approve: [enter meeting date]

# Planning Commission Staff Review Memo

August 14, 2024  
Alika Murphy, City Planner



## FINAL SITE PLAN APPROVAL

<b>Request:</b>	Grant final site plan approval
<b>Property Address:</b>	2797 S 1900 W (Parcel# 154660006 and 154660005)
<b>Property Zone:</b>	Manufacturing (M-2)
<b>Property Size:</b>	2.20 acres
<b>Applicant:</b>	Grey Stone Products (Jordan Clarke)

<b>Governing Document(s):</b>	WHZC 157.290-294; 157.630-640; 157.730-737
<b>Decision Type:</b>	Administrative
<b>Staff Recommendation:</b>	See comments under "Staff Review"

### Background

Gray Stone Products is applying for final site plan approval for a landscaping retail business. They received preliminary approval from Planning Commission on April 10, 2024. The only conditions set by Planning Commission was to have the landscape setback be 15' on the side adjacent to 1900 W and to provide fencing around the perimeter which they have added to their site plan.

### Staff Review

All of the site plan complies with the requirements set in the city's design review ordinance, commercial ordinance, and parking ordinance. Engineering is comfortable with the site plan, but is still waiting for UDOT approval for the existing entrance off of 1900 West and for drainage connection. Staff is proposing a conditional approval of this site plan. If for whatever reason UDOT does not approve either one, then the applicant will be required to come back to Planning Commission for approval.

### Staff Recommendation

Based on the above compliance with all relevant City codes, **it is Staff's position that the Commission should grant final site plan approval with the following conditions:**

- **The applicant receives UDOT approval for the access off of 1900**
- **The applicant receives UDOT approval for their storm drain connection**
- **The applicant can start to grade after the SWPPP has been fully approved and must follow the city's current code regarding getting a permit for importing or exporting more than 20 c.y. of material.**

**Suggested Motion**

*“I motion to approve the final site plan for Grey Stone Products, located at approximately 2797 S 1900 W, Parcel 15-466-0006 and 15-466-0005, 2.20-acres in total with the following conditions...”*

*“I motion to table the final site plan approval for Grey Stone Products, located at approximately 2797 S 1900 W, Parcel 15-466-0006 and 15-466-0005, 2.20-acres in total.”*

**LANDSCAPE SITE DATA**

Zoning: M1  
 Required Landscape Area 3970 sf (15' From PL Along Frontage)  
 Trees and Shrubs are Not Provided as Water for Irrigation is Not Available

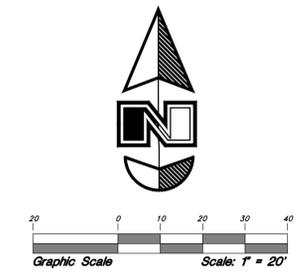
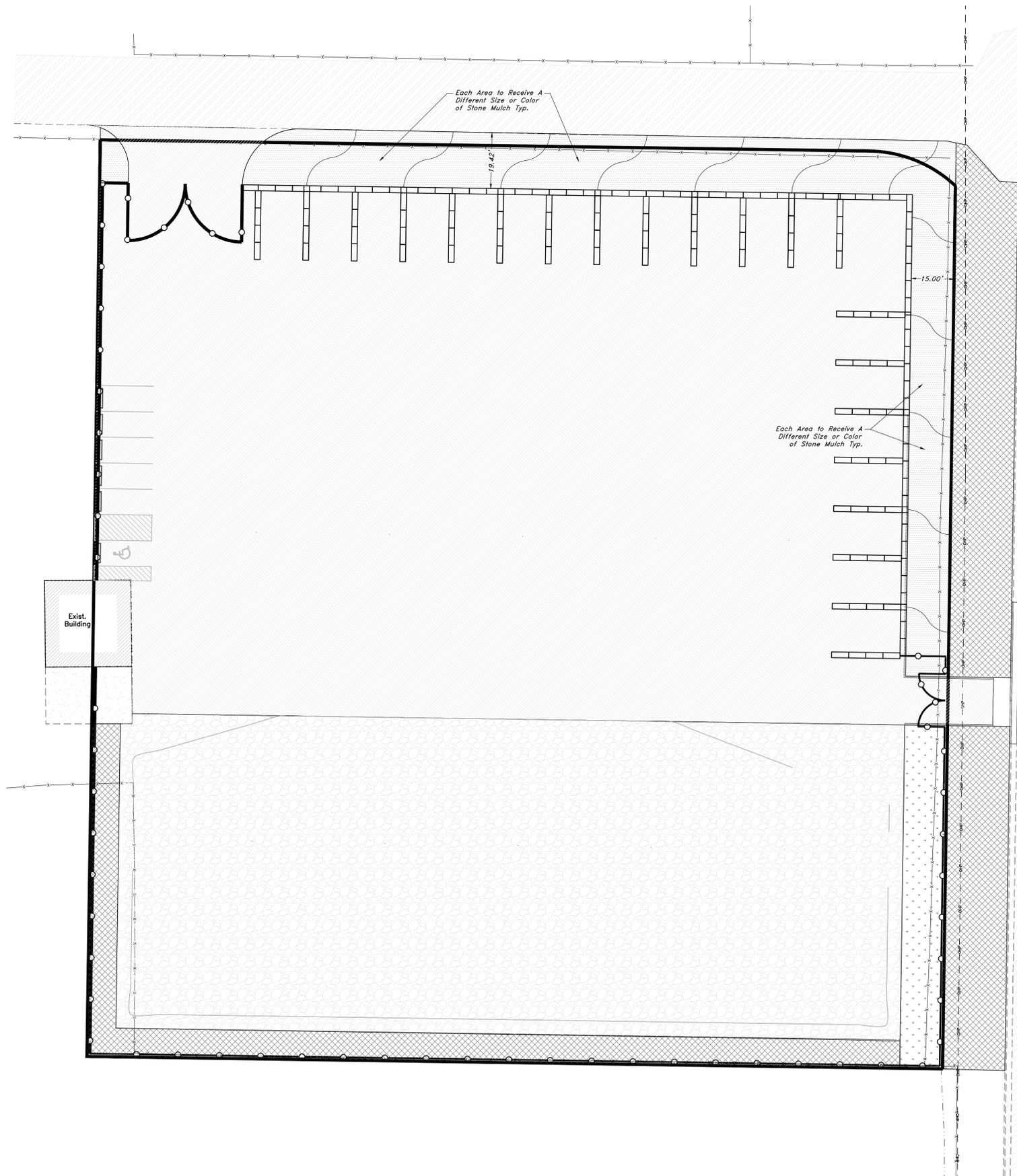
**PLANT SCHEDULE**

SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT	TYPE	SPACING
<b>GROUND COVERS</b>					
	12,176 sf	Decorative Stone Mulch / Various sizes and colors by owner Place 4" deep over Dewitt Pro5 weed barrier fabric.	Stone Mulch	Stone	
	10,390 sf	Existing Vegetation to Remain Maintain and protect existing vegetation.	sod		
	1,804 sf	Native Grass Seed Mix Hydroseed over 2" Deep Stockpiled Topsoil- See Grass Seed Mix Schedule	seed		

Grass Seed Mix		Seed Rate 20.0 lbs/acre				
% of mix	Scientific Name	Common Name	lbs/acre	Seeds/lb	Seeds/acre	Seeds/sf
5.0%	Bouteloua gracilis 'Hachita'	Blue Grama	1	724400	724400	17
20.0%	Elymus elymoides 'Sand Hollow'	Bottlebrush Squireltail	4	192000	768000	18
20.0%	Achnatherum hymenoides	Indian Ricegrass	4	161920	647680	15
30.0%	Pascopyrum smithii 'Arriba'	Western Wheatgrass	6	115000	690000	16
25.0%	Stipa viridula	Green Needlegrass	5	167840	839200	19
100%			20	1361160	3669280	84

**PLANTING NOTES**

- EXAMINE THE SITE CONDITIONS AND THE SUBGRADE. NOTIFY THE ENGINEER IN WRITING OF ANY UNSATISFACTORY CONDITIONS. DO NOT BEGIN LANDSCAPE WORK UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN RESOLVED.
- VERIFY LOCATIONS OF ALL UTILITIES PRIOR TO ANY DIGGING. ANY DAMAGE TO EXISTING UTILITIES CAUSED BY THIS CONTRACTOR SHALL BE REPAIRED AT NO ADDITIONAL EXPENSE TO THE OWNER.
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING 2" OF TOPSOIL FOR SEED AREAS.
- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR FINISH GRADE ELEVATIONS. ALLOW FOR SPECIFIED MULCH LAYER THICKNESS. COORDINATE ROUGH GRADING WITH THE GENERAL CONTRACTOR.



NO.	DESCRIPTION	DATE	REV.



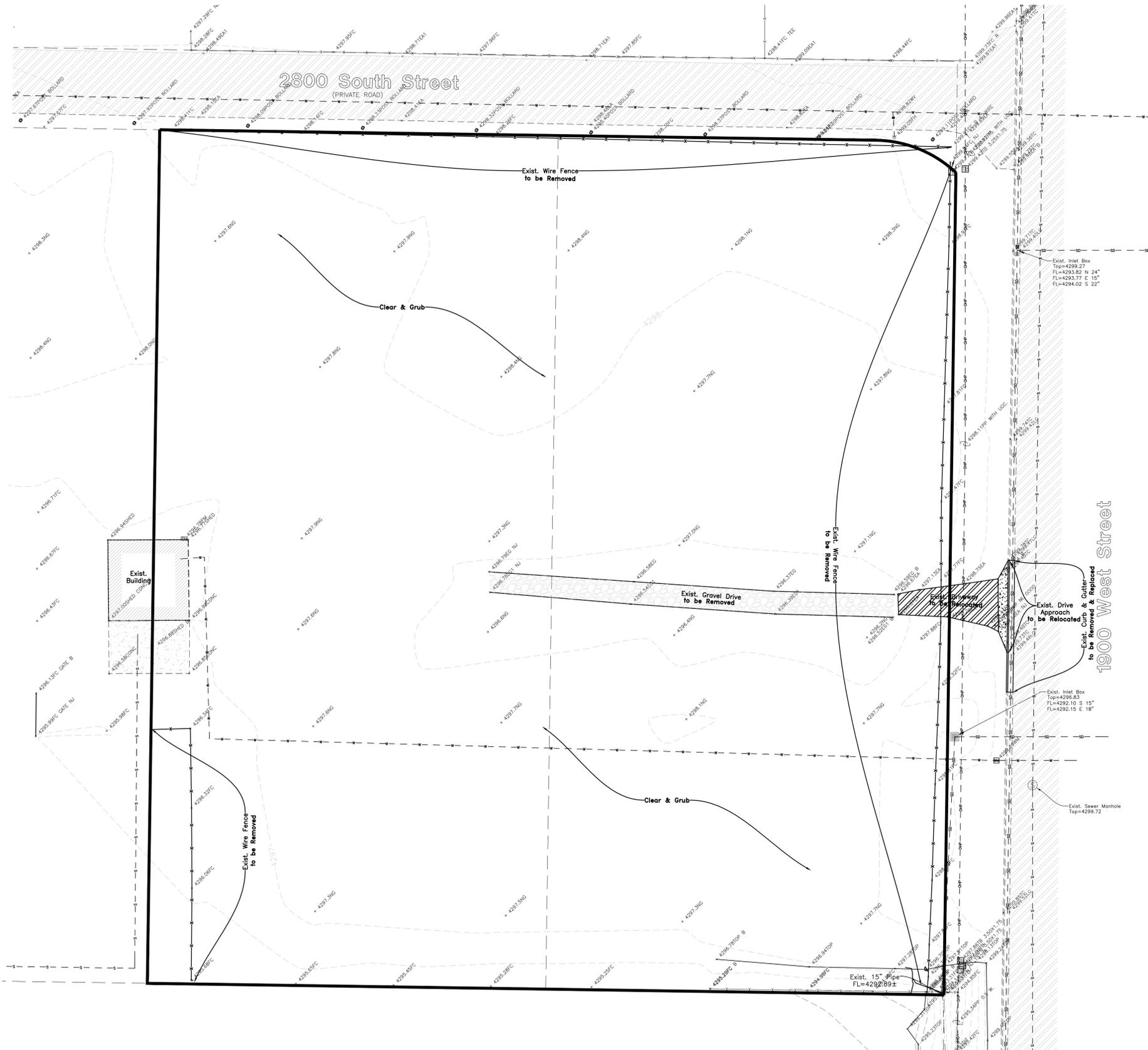
**GREAT BASIN ENGINEERING**

5746 SOUTH 1475 EAST OGDEN, UTAH 84403  
 MAIN (801)394-4515 S.L.L.C. (801)521-0222 FAX (801)392-7544  
 WWW.GREATBASINENGINEERING.COM

**Landscape Plan**

**NorthShore Excavation**  
 Approx. 1900 West, 2800 South Street  
 Ogden, City, Weber County, Utah  
 A part of Section 35, 76N, R2W, SLB&M, U.S. Survey

13 June, 2024  
 SHEET NO.  
**LP1.0**  
 24N601



- UDOT GENERAL NOTES:**
- All construction within the UDOT right-of-way shall conform to the most current UDOT standard (including supplemental) drawings and specifications.
  - The contractor is to obtain an encroachment permit from the applicable UDOT Region Permit office prior to commencing work within UDOT right-of-way. Working hour limitations will be listed in the limitations section of the encroachment permit.
  - UDOT reserves the right, at its option, to install a raised median island or restrict the access to a right-in or right-out at any time.
  - Owner, developer, and contractor are responsible for any damages directly or indirectly within the UDOT right-of-way as a result of development activities.
  - Owner, developer, and/or contractor is required to hire an independent company for all testing within the UDOT right-of-way.
  - All signs installed on the UDOT right-of-way must be high intensity grade (Type XI sheeting) with a B3 slip base. Install all signs per UDOT SN series Standard Drawings.
  - Comply with the requirements of Utah Code 17-23-14 (Disturbed Corners - County surveyor to be notified - Coordination with certain state agencies).

- GENERAL DEMOLITION NOTES:**
- Demolition and site clearing for this contract are to include all areas shown within demolition limits or by note.
  - Refer to site improvement plans for more details on limits of removal.
  - Demolish existing buildings and clear from site. (Including removal of all footings and foundations.)
  - All curbs, gutters, walks, slabs, walls, fences, flatwork, asphalt, waterlines and meters, gas lines, sewer lines, light poles, buried cables, storm drain piping and structures to be cleared from site unless otherwise shown.
  - All utilities, sewer, water, gas, telephone and electrical services to be disconnected and capped according to city, county and utility company requirements, unless otherwise shown.
  - Basements and other excavated areas to be backfilled with clean granular material compacted to 95% of maximum lab density as determined by ASTM D 1557-78. (Test results to be given to owner)
  - Clear and grub trees, shrubs, and vegetation within construction limits, disposal to be off-site except where noted otherwise.
  - DO NOT interrupt any services or disrupt the operation of any businesses shown outside the demolition limits.
  - If ASBESTOS is found in existing structures, the Asbestos must be removed in a legal manner by a contractor licensed to handle asbestos materials. (Not a part of contract)
  - Remove debris, rubbish, and other materials resulting from the demolition and site clearing operations from the site and dispose of in a legal manner.
  - The location and/or elevation of existing utilities as shown on these plans is based on records of the various utility companies and, where possible, measurements taken in the field. The information is not to be relied upon as being exact or complete. Contractor shall contact authorities having jurisdiction for field locations. Contractor shall be responsible for protection of in place and relocated utilities during construction.
  - Stockpiles shall be graded to maintain slopes not greater than 3 horizontal to 1 vertical. Provide erosion control as needed to prevent sediment transport to adjacent drainage ways.
  - Contractor shall be responsible for disposal of all waste material. Disposal shall be at an approved site for such material. Burning onsite is not permitted.
  - Contractor shall verify with city any street removal, curb cuts, and any restoration required for utility line removal.
  - Install traffic warning devices as needed in accordance with local standards.
  - Contractor shall obtain all permits necessary for demolition from City, County, State or Federal Agencies as required.

**CAUTION NOTICE TO CONTRACTOR**

The contractor is specifically cautioned that the location and/or elevation of existing utilities as shown on these plans are based on records of the various utility companies and, where possible, measurements taken in the field. The information is not to be relied upon as being exact or complete. The contractor must call the appropriate utility company at least 48 hours before any excavation to request exact field location of utilities. It shall be the responsibility of the contractor to relocate all existing utilities which conflict with the proposed improvements shown on the plans.

**PRIVATE ENGINEER'S NOTICE TO CONTRACTORS**

The Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify, and hold the owner and the engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the owner or the engineer.

**Legend**

(Note: All items may not appear on drawing)

- San. Sewer Manhole
- Water Manhole
- Storm Drain Manhole
- Cleanout
- Electrical Manhole
- Catch Basins
- Exist. Fire Hydrant
- Fire Department Connection
- Post Indicator Valve
- Exist. Water Valve
- Water Valve
- Sanitary Sewer
- Culinary Water
- Gas Line
- Irrigation Line
- Storm Drain
- Telephone Line
- Secondary Waterline
- Power Line
- Fire Line
- Land Drain
- Power pole
- Power pole w/guy
- Light Pole
- Fence
- Flowline of ditch
- Overhead Power Line
- Corrugated Metal Pipe
- Concrete Pipe
- Ductile Iron
- Polyvinyl Chloride
- Top of Asphalt
- Edge of Asphalt
- Centerline
- Flowline
- Finish Floor
- Top of Curb
- Top of Wall
- Top of Walk
- Top of Concrete
- Natural Ground
- Finish Grade
- Match Existing
- Fire Department Connection
- Finish Contour
- Exist. Contour
- Finish Grade
- Exist. Grade
- Ridge Line
- Direction of Flow
- Existing Asphalt
- New Asphalt
- Heavy Duty Asphalt
- Existing Concrete
- New Concrete
- New Concrete with Snow Melt
- Demo'd Road Base
- Spill Curb & Gutter
- Demo Tree
- Tree To Remain in Place

ALL CONSTRUCTION TO CONFORM TO CITY STANDARDS AND SPECIFICATIONS WITHIN 2800 SOUTH RIGHT OF WAY

ALL CONSTRUCTION TO CONFORM TO UDOT STANDARDS AND SPECIFICATIONS IN 1900 WEST RIGHT OF WAY

**NOT FOR CONSTRUCTION**

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**Demolition Plan**

**Greystone Rock Products**

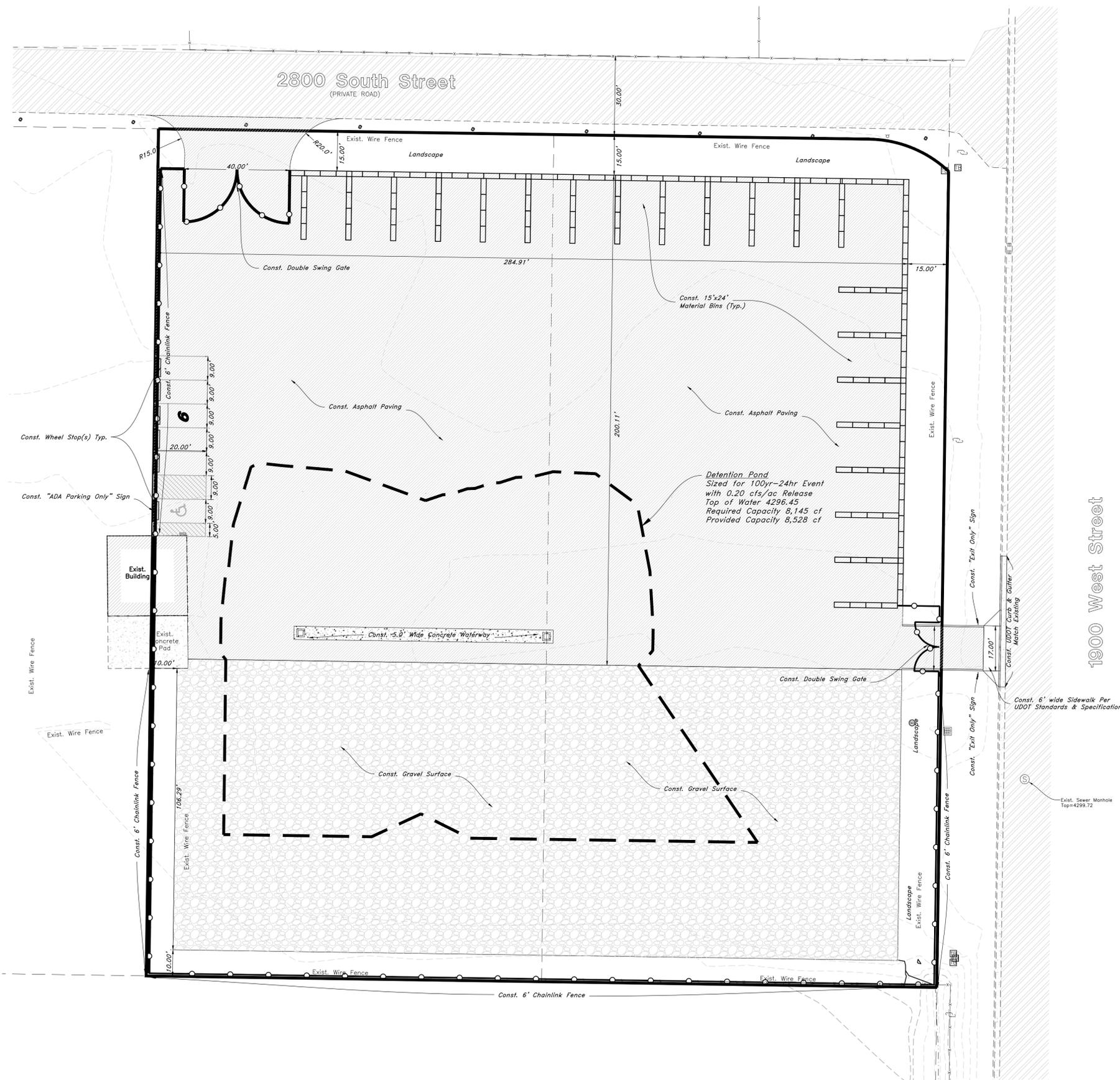
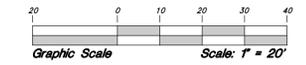
2797 South 1900 West  
 West Haven City, Weber County, Utah  
 A part of Section 35, T6N, R2W, SLB&W, U.S. Survey

**1 April, 2024**

SHEET NO. **CO.0**

24N01





### Legend

(Note: All items may not appear on drawing)

San. Sewer Manhole	⊙
Water Manhole	⊙
Storm Drain Manhole	⊙
Cleanout	⊙
Electrical Manhole	⊙
Catch Basins	⊙
Exist. Fire Hydrant	⊙
Fire Hydrant	⊙
Fire Department Connection	⊙
Post Indicator Valve	⊙
Exist. Water Valve	⊙
Water Valve	⊙
Sanitary Sewer	⊙
Culinary Water	⊙
Gas Line	⊙
Irrigation Line	⊙
Storm Drain	⊙
Telephone Line	⊙
Secondary Waterline	⊙
Power Line	⊙
Fire Line	⊙
Land Drain	⊙
Power pole w/guy	⊙
Light Pole	⊙
Fence	⊙
Flowline of ditch	⊙
Overhead Power line	⊙
Corrugated Metal Pipe	⊙
Concrete Pipe	⊙
Reinforced Concrete Pipe	⊙
Ductile Iron	⊙
Polyvinyl Chloride	⊙
Top of Asphalt	⊙
Edge of Asphalt	⊙
Centerline	⊙
Flowline	⊙
Finish Floor	⊙
Top of Curb	⊙
Top of Wall	⊙
Top of Walk	⊙
Top of Concrete	⊙
Natural Ground	⊙
Finish Grade	⊙
Match Existing	⊙
Fire Department Connection	⊙
Finish Contour	⊙
Exist. Contour	⊙
Finish Grade	⊙
Exist. Grade	⊙
Ridge Line	⊙
Direction of Flow	⊙
Existing Asphalt	⊙
New Asphalt	⊙
Heavy Duty Asphalt	⊙
Existing Concrete	⊙
New Concrete	⊙
New Concrete with Snow Melt	⊙
Demo'd Road Base	⊙
Spill Curb & Gutter	⊙
Demo Tree	⊙
Tree To Remain in Place	⊙

- UDOT GENERAL NOTES:**
- All construction within the UDOT right-of-way shall conform to the most current UDOT standard (including supplemental) drawings and specifications.
  - The contractor is to obtain an encroachment permit from the applicable UDOT Region Permit office prior to commencing work within UDOT right-of-way. Working hour limitations will be listed in the limitations section of the encroachment permit.
  - UDOT reserves the right, at its option, to install a raised median island or restrict the access to a right-in or right-out at any time.
  - Owner, developer, and contractor are responsible for any damages directly or indirectly within the UDOT right-of-way as a result of development activities.
  - Owner, developer, and/or contractor is required to hire an independent company for all testing within the UDOT right-of-way.
  - All signs installed on the UDOT right-of-way must be high intensity grade (Type XI sheeting) with a B3 slip base. Install all signs per UDOT SN series Standard Drawings.
  - Comply with the requirements of Utah Code 17-23-14 (Disturbed Corners - County surveyor to be notified - Coordination with certain state agencies).
- GENERAL SITE NOTES:**
- Stalls designated as accessible will require a painted accessible symbol and sign. (See Details)
  - Fire lane markings and signs to be installed as directed by the Fire Marshall.
  - Aisle markings, directional arrows and stop bars will be painted at each driveway as shown on the plans.
  - Building sidewalks, ramps, and bollards are building contractor responsible items. See architectural plans.
  - All dimensions are to back of curb unless otherwise noted.

**PRIVATE ENGINEER'S NOTICE TO CONTRACTORS**

The Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify, and hold the owner and the engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the owner or the engineer.

ALL CONSTRUCTION TO CONFORM TO CITY STANDARDS AND SPECIFICATIONS WITHIN 2800 SOUTH RIGHT OF WAY

ALL CONSTRUCTION TO CONFORM TO UDOT STANDARDS AND SPECIFICATIONS IN 1900 WEST RIGHT OF WAY

**NOT FOR CONSTRUCTION**

**GREAT BASIN ENGINEERING**

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**Site Plan**

**Greystone Rock Products**

2797 South 1900 West  
 West Haven City, Weber County, Utah  
 A part of Section 35, T6N, R2W, SLB&W, U.S. Survey

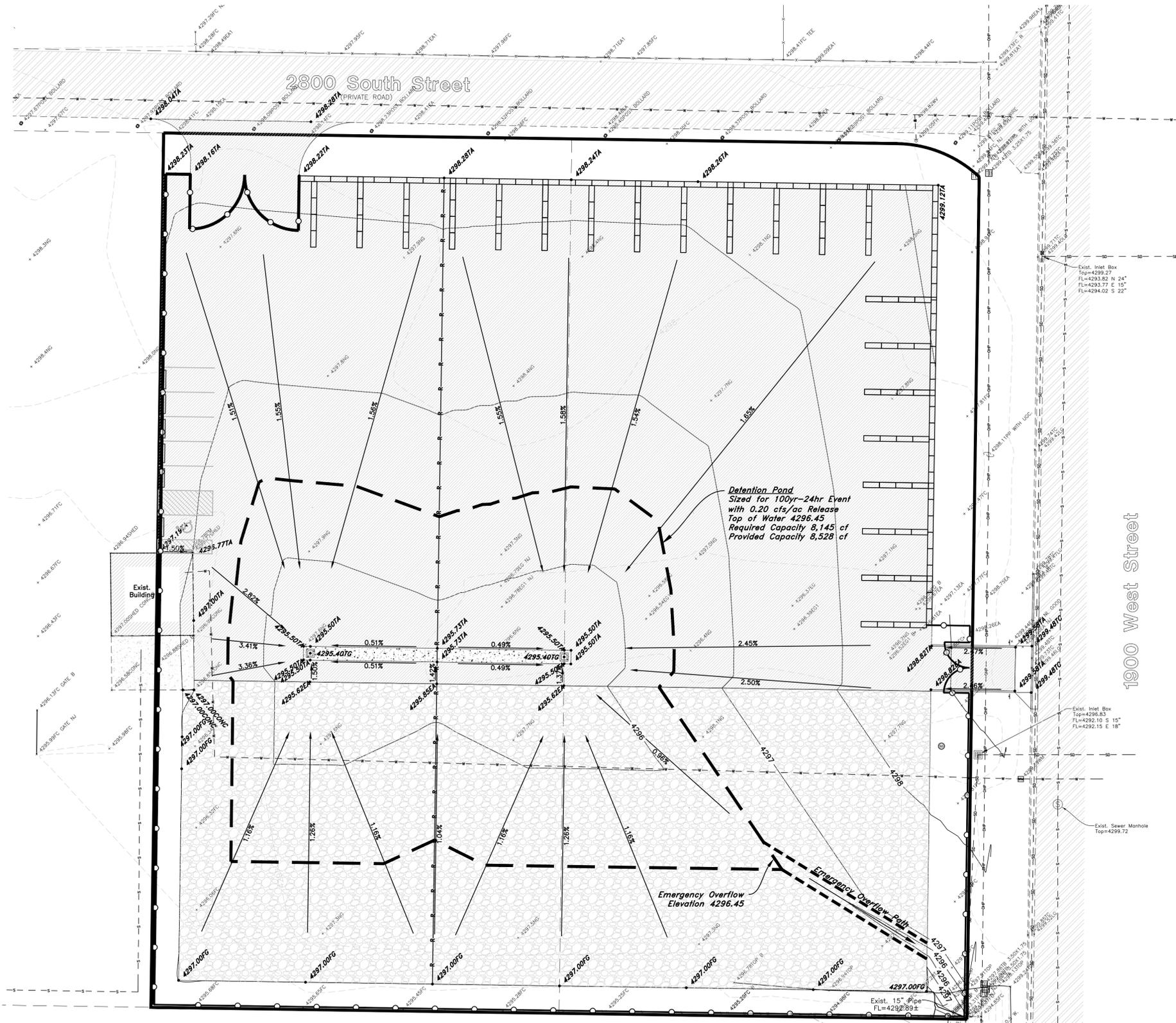
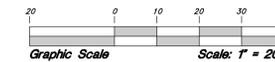
1 April, 2024

SHEET NO.

**C1.0**

24N01





- UDOT GENERAL NOTES:**
- All construction within the UDOT right-of-way shall conform to the most current UDOT standard (including supplemental) drawings and specifications.
  - The contractor is to obtain an encroachment permit from the applicable UDOT Region Permit office prior to commencing work within UDOT right-of-way. Working hour limitations will be listed in the limitations section of the encroachment permit.
  - UDOT reserves the right, at its option, to install a raised median island or restrict the access to a right-in or right-out at any time.
  - Owner, developer, and contractor are responsible for any damages directly or indirectly within the UDOT right-of-way as a result of development activities.
  - Owner, developer, and/or contractor is required to hire an independent company for all testing within the UDOT right-of-way.
  - All signs installed on the UDOT right-of-way must be high intensity grade (Type XI sheeting) with a B3 slip base. Install all signs per UDOT SN series Standard Drawings.
  - Comply with the requirements of Utah Code 17-23-14 (Disturbed Corners - County surveyor to be notified - Coordination with certain state agencies).

- GENERAL GRADING NOTES:**
- All work shall be in accordance with the City Public Works Standard.
  - Cut slopes shall be no steeper than 2 horizontal to 1 vertical.
  - Fill slopes shall be no steeper than 2 horizontal to 1 vertical.
  - Fills shall be compacted per the recommendations of the geotechnical report prepared for the project and shall be certified by the geotechnical engineer.
  - Areas to receive fill shall be properly prepared and approved by the City Inspector and geotechnical Engineer prior to placing fill.
  - Fills shall be benched into competent material as per specifications and geotechnical report.
  - All trench backfill shall be tested and certified by the site geotechnical engineer per the grading code.
  - A geotechnical engineer shall perform periodic inspections and submit a complete report and map upon completion of the rough grading.
  - The final compaction report and certification from the geotechnical engineer shall contain the type of field testing performed. Each test shall be identified with the method of obtaining the in-place density, whether sand cone or drive ring and shall be so noted for each test. Sufficient maximum density determinations shall be performed to verify the accuracy of the maximum density curves used by the field technician.
  - Dust shall be controlled by watering.
  - The location and protection of all utilities is the responsibility of the permittee.
  - Approved protective measures and temporary drainage provisions must be used to protect adjoining properties during the grading project.
  - All public roadways must be cleared daily of all dirt, mud, and debris deposited on them as a result of the grading operation. Cleaning is to be done to the satisfaction of the city engineer.
  - The site shall be cleared and grubbed of all vegetation and deleterious matter prior to grading.
  - The contractor shall provide shoring in accordance with OSHA requirements for trench walls.
  - Aggregate base shall be compacted per the geotechnical report prepared for the project.
  - Elevations shown on this plan are finish grades. Rough grades are the subgrades of the improvements shown hereon.
  - The recommendations in the following Geotechnical Engineering Report by are included in the requirements of grading and site preparation. The report is titled "()" Dated: Job No.: As part of the construction documents, owner has provided contractor with a topographic survey performed by manual or aerial means. Such survey was prepared for project design purposes and is provided to the contractor as a courtesy. It is expressly understood that such survey may not accurately reflect existing topographic conditions.
  - Erosion Control: Protect all inlet boxes, catch basins, etc. with straw bales or other approved method to strain the storm water during construction. Protect surrounding properties and streets from runoff with sandbags and earth berms.

- CURB AND GUTTER CONSTRUCTION NOTES:**
- Open face gutter shall be constructed where drainage is directed away from curb.
  - Open face gutter locations are indicated by shading and notes on site and grading plan.
  - It is the responsibility of the surveyor to adjust top of curb grades at the time construction staking.
  - Refer to the typical details for a standard and open face curb and gutter for dimensions.
  - Transitions between open face and standard curb and gutter are to be smooth. Hand form these areas if necessary.

**ADA NOTES:**  
Contractor must maintain a running slope on Accessible routes no steeper than 5.0% (1:20). The cross slope for Accessible routes must be no steeper than 2.0% (1:50). All Accessible routes must have a minimum clear width of 36". If grades on plans do not meet this requirement notify Consultants immediately.  
The Client, Contractor, and Subcontractor should immediately notify the Consultant of any conditions of the project that they believe do not comply with the current state of the ADA and/or FHAA.

**PRIVATE ENGINEER'S NOTICE TO CONTRACTORS**  
The Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify, and hold the owner and the engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the owner or the engineer.

**Legend**

- (Note: All items may not appear on drawing)
- San. Sewer Manhole
  - Water Manhole
  - Storm Drain Manhole
  - Cleanout
  - Electrical Manhole
  - Catch Basins
  - Exist. Fire Hydrant
  - Fire Hydrant
  - Fire Department Connection
  - Post Indicator Valve
  - Exist. Water Valve
  - Water Valve
  - Sanitary Sewer
  - Culinary Water
  - Gas Line
  - Irrigation Line
  - Storm Drain
  - Telephone Line
  - Secondary Waterline
  - Power Line
  - Fire Line
  - Land Drain
  - Power pole
  - Power pole w/guy
  - Light Pole
  - Fence
  - Flowline of ditch
  - Overhead Power line
  - Corrugated Metal Pipe
  - Concrete Pipe
  - Reinforced Concrete Pipe
  - Ductile Iron
  - Polyvinyl Chloride
  - Top of Asphalt
  - Edge of Asphalt
  - Centerline
  - Flowline
  - Finish Floor
  - Top of Curb
  - Top of Wall
  - Top of Walk
  - Top of Concrete
  - Natural Ground
  - Finish Grade
  - Match Existing
  - Fire Department Connection
  - Finish Contour
  - Exist. Contour
  - Finish Grade
  - Exist. Grade
  - Ridge Line
  - Direction of Flow
  - Existing Asphalt
  - New Asphalt
  - Heavy Duty Asphalt
  - Existing Concrete
  - New Concrete
  - New Concrete with Snow Melt
  - Demo'd Road Base
  - Spill Curb & Gutter
  - Demo Tree
  - Tree To Remain in Place

ALL CONSTRUCTION TO CONFORM TO CITY STANDARDS AND SPECIFICATIONS WITHIN 2800 SOUTH RIGHT OF WAY

ALL CONSTRUCTION TO CONFORM TO UDOT STANDARDS AND SPECIFICATIONS IN 1900 WEST RIGHT OF WAY

**NOT FOR CONSTRUCTION**

**GREAT ENGINEERING**  
5746 SOUTH 1475 EAST OGDEN, UTAH 84403  
MAIN (801)394-4515 S.L.L.C. (801)521-0222 FAX (801)392-7544  
WWW.GREATENGINEERING.COM

**Grading and Drainage Plan**  
**Greystone Rock Products**  
2797 South 1900 West  
West Haven City, Weber County, Utah  
A part of Section 35, Ten. R2W, SLB&W, U.S. Survey

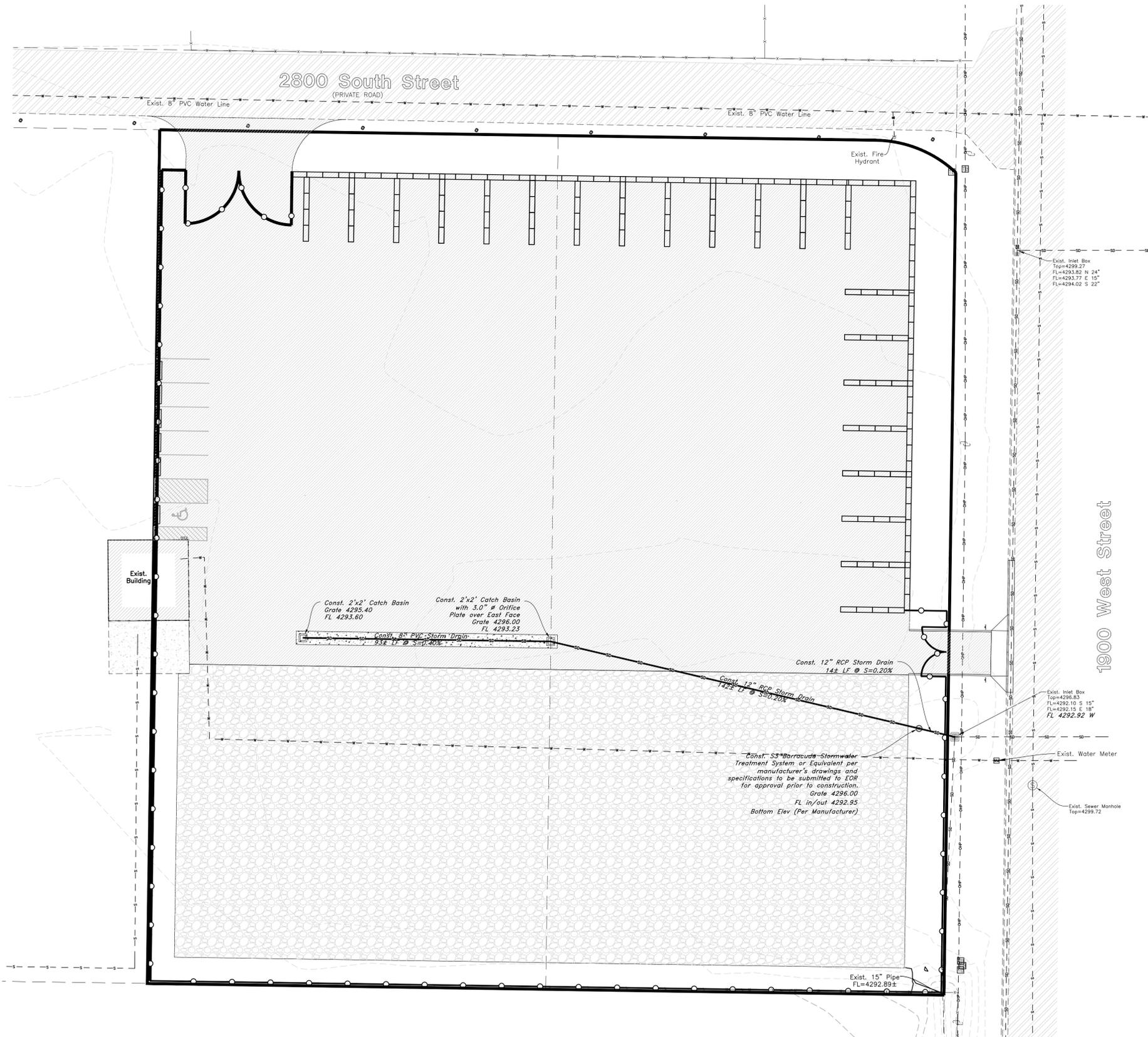
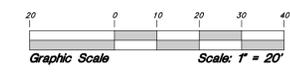


1 April, 2024

SHEET NO.

**C2.0**

24N01



- UDOT GENERAL NOTES:**
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  - UDOT reserves the right, at its option, to install a raised median island or restrict the access to a right-in or right-out at any time.
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  - All signs installed on the UDOT right-of-way must be high intensity grade (Type XI sheeting) with a B3 slip base. Install all signs per UDOT SN series Standard Drawings.
  - Comply with the requirements of Utah Code 17-23-14 (Disturbed Corners - County surveyor to be notified - Coordination with certain state agencies).

- GENERAL UTILITY NOTES:**
- Coordinate all utility connections to building with plumbing plans and building contractor.
  - Verify depth and location of all existing utilities prior to constructing any new utility lines. Notify Civil Engineer of any discrepancies or conflicts prior to any connections being made.
  - All catch basin and inlet box grates are to be bicycle proof.
  - All inlet boxes located in curb and gutter are to be placed parallel to the curb and gutter and set under the frame and grate. Improperly placed boxes will be removed and replaced at no additional cost to the owner. Precast or cast in place boxes are acceptable.
  - Refer to the site electrical plan for details and locations of electrical lines, transformers and light poles.
  - Gas lines, telephone lines, and cable TV lines are not a part of these plans unless otherwise noted.
  - Water meters are to be installed per city standards and specifications. It will be the contractor's responsibility to install all items required.
  - Water lines, valves, fire hydrants, fittings etc. are to be constructed as shown. Contractor is responsible to construct any vertical adjustments necessary to clear sewer, storm drain or other utilities as necessary including valve boxes and hydrant spools to proper grade.
  - Field verify all existing and/or proposed Roof Drain/Roof Drain down spout connections to Storm Water System with Civil, Plumbing & Architectural plans. Notify Engineer of any discrepancies.
  - All gravity flow utility lines shall be installed prior to any pressurized utilities unless written permission is obtained from the engineer of record before construction begins.

**UTILITY PIPING MATERIALS:**  
All piping to be installed per manufacturers recommendations. Refer to project specifications for more detailed information regarding materials, installation, etc.

- CULINARY SERVICE LATERALS**
- 3/4" to 2" diameter pipe - copper tube ASTM B, Type K, Soft Temper
  - Over 2" diameter pipe - AWWA C-900 Class 150 pipe

**WATER MAIN LINES AND FIRE LINES**

- Pipe material as shown on utility plan view or to meet city standards.

**SANITARY SEWER LINES**

- All sewer piping to be Polyvinyl Chloride (PVC) sewer pipe, ASTM D 3034, Type PSM, SDR 35

**STORM DRAIN LINES**

- 10" pipes or smaller - Polyvinyl Chloride (PVC) sewer pipe, ASTM D3034, Type PSM, SDR 35

**NATURAL GAS SERVICE LATERALS (QUESTAR)**

- PLASTIC PIPING MATERIAL: Plastic polyethylene pipe materials and compression couplings must be approved for natural gas applications and must be installed underground. All plastic pipe and fittings must conform to ASTM D2513 ( 60 psi and above high density pipe approved 3408).
- Plastic pipe must be joined by individuals qualified in the heat fusion method of connecting pipe and fittings or approved mechanical fittings. A minimum number 18 insulated yellow copper tracer wire shall be installed with underground nonmetallic gas piping and shall terminate above grade at each end and tracer wire shall not come in contact with plastic piping.
- Risers and prefabricated risers inserted with plastic pipe shall conform to ASTM D2513, shall be metallic, have a space of 10 inches from the bottom of the service valve and grade, and shall be wrapped or coated to a point at least 6 inches above grade or protected in an approved manner. When a riser connects underground to plastic pipe, the underground horizontal metallic portion of the riser shall extend at least 12 inches before connecting to the plastic pipe by means of an approved transition fitting, adapter or heat fusion.
- Plastic pipe used underground for customer fuel lines must be approved polyethylene material and be buried a minimum of 12 inches. It shall not be used inside buildings or above ground. PVC (Polyvinyl Chloride) is not approved for piping systems in Questar Gas's service area. Individual gas lines (metallic or plastic) to single outside appliance (outside lights, grills, etc.) shall be installed a minimum of 6 inches below grade, provided such installation is approved and installed in locations not susceptible to physical damage.

**CAUTION NOTICE TO CONTRACTOR**  
The contractor is specifically cautioned that the location and/or elevation of existing utilities as shown on these plans are based on records of the various utility companies and, where possible, measurements taken in the field. The information is not to be relied on as being exact or complete. The contractor must call the appropriate utility company at least 48 hours before any excavation to request exact field location of utilities. It shall be the responsibility of the contractor to relocate all existing utilities which conflict with the propose improvements shown on the plans.

**PRIVATE ENGINEER'S NOTICE TO CONTRACTORS**  
The Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify, and hold the owner and the engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the owner or the engineer.

ALL CONSTRUCTION TO CONFORM TO CITY STANDARDS AND SPECIFICATIONS WITHIN 2800 SOUTH RIGHT OF WAY

ALL CONSTRUCTION TO CONFORM TO UDOT STANDARDS AND SPECIFICATIONS IN 1900 WEST RIGHT OF WAY

**Legend**

(Note: All items may not appear on drawing)

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- New Concrete with Snow Melt
- Demo'd Road Base
- Spill Curb & Gutter
- Demo Tree
- Tree To Remain in Place

REV	DATE	DESCRIPTION

**GREAT BASIN ENGINEERING**

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**Utility Plan**

**Greystone Rock Products**

2797 South 1900 West  
 West Haven City, Weber County, Utah  
 A part of Section 35, T6N, R2W, SLB&M, U.S. Survey



1 April, 2024

SHEET NO.

**C3.0**

24N01

NOT FOR CONSTRUCTION





**SITE PLAN  
AND DESIGN REVIEW**

Address of Site 2797 S 1900 W West Haven, Utah 84401 Parcel # 154660006

Applicant Name Grey Stone Products

Agent Name Jordan Clarke

Application is hereby made to West Haven City requesting the following permitted use(s),

Landscape Retail Yard and

Site plan design for 0 building be approved on 2 of

(Square Feet)

(acreage)

Property in the m1 zone in accordance with the attached site plan. (see attached form for site plan requirements.)

Signed: [Signature] Date: 3/28/2024

DocuSigned by:  
94B0B924AFB04AB...

I authorize \_\_\_\_\_ to act as my representative in all matters relating to this application.

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Agent as Authorized by Owner)

State of Utah )

§

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, \_\_\_\_\_

a notary public, personally appeared \_\_\_\_\_, proved on the basis of satisfactory  
name of document signer

evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

N/A	Received		N/A	Received	Letters of acknowledgment/approval/conditions from
		<u>PRELIMINARY</u>			<u>FINAL</u>
	<b>X</b>	Affidavit of Understanding and Acceptance of Fees		<b>X</b>	Culinary Water provider (Will Serve)
				<b>X</b>	Weber Fire District
			<b>X</b>		Weber-Morgan Health Department (If applicable)
			<b>X</b>		UDOT Application Letter (If applicable)

**ALL APPLICABLE ITEMS MUST BE RECEIVED BEFORE BEING ADDED TO THE AGENDA**



# *Bona Vista Water Improvement District*

2020 West 1300 North, Farr West, Utah 84404

Phone (801) 621-0474 Fax (801) 621-0475

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April 24, 2024

To whom it may concern:

RE: WILL-SERVE: 1900 West 2800 South

There is an existing culinary water connection on the above listed property, and we will continue to supply culinary water through that connection. No out side irrigation

If you have any questions, please feel free to call me. I can be reached at 801-621-0474 ext. 207, Monday through Friday, 9am – 5pm.

Regards,

Matt Fox  
Assistant Manager

---

**Board of Directors**

Ronald Stratford, Chairman – Unincorporated Area  
Scott VanLeeuwen, Co-Chairman – Marriott/Slaterville  
Z. Lee Dickemore – Farr West  
Michelle Tait – Harrisville  
Jon Beesley – Plain City

**Management**

Blake Carlin, Manager  
Matt Fox, Assistant Manager  
Marci Doolan, Office Manager

Planning Commission  
Staff Review Memo

August 14, 2024

Alika Murphy, City Planner



## Preliminary Plat- Sunset Farms

**Request:** Grant approval of a preliminary plat for a 10-lot subdivision

**Property Address:** 3417 South 2700 West

**Property Zone:** R-2

**Property Size:** 5 acres

**Applicant:** Tyler & Jessica Peterson

**Governing Document(s):** WHZC 157.120-157.129.; 156.041

**Decision Type:** Administrative

**Staff Recommendation:** See comments under "Staff Review"

### Background

In early 2022, Tyler & Jessica Peterson received approval of a rezone on their property, changing the zone from A-1/A-2 to R-2. At the time they received the rezone, they stated that they would be developing the property. The preliminary plat was favorably recommended to the Council by the Commission on June 22, 2022. The Council granted approval of the preliminary plat on July 6, 2022. On August 24, 2022 Planning Commission recommended approval of the final plat and on September 7, 2022 City Council granted final approval. According to the subdivision code, any final plat that has not been recorded within one year after the date of final approval shall not be recorded and shall have no validity unless there was an extension that was approved by Planning Commission. The plat has not been recorded and it has been almost 2 years since the final approval, so staff recommended that the applicants come back for preliminary approval from Planning Commission. The applicants had already received the required approvals and is working out a subdivision agreement with engineering. The only change from the original submittal is that the 10 lots will have two phases. The final approval for each phase will be given by planning staff.

### Staff Review

- 1) **Density.** There shall be no more than 2.0 residential units per acre contained within the boundaries of each phase of every subdivision....
  - a) ***The project is 5 acres and they have 10 lots. Each phase will develop 5 lots. They meet this requirement.***
- 2) **Lot Area.** There shall be a minimum of twelve thousand five hundred (12,500) square feet in each lot. When a variety of lot sizes are used the larger will be placed against existing lots.

- a) ***All lots are at least 20,000 sq ft, meeting this requirement.***
- 3) **Lot Width.** All lots are to average 90 feet, with no less than 80 feet.
  - a) ***All lots are a minimum of 100', meeting this requirement.***
- 4) **Buffer.** All lots contiguous to an A-1, A-2, or R-1 Zone are to be a minimum of 17,000 sq. ft.
  - a) ***All lots in this subdivision are a minimum of 20,000 square feet, meeting this requirement.***

They are proposing a private road. The initial design of the road has been reviewed and tentatively meets City engineering standards.

As the preliminary plat meets all of the standards of the underlying zone and the initial design of the private road meets the City's standard for private roads, it is staff's position that the Commission should recommend approval of the preliminary plat.

# SUNSET FARMS SUBDIVISION

PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY  
CITY OF WEST HAVEN, WEBER COUNTY, UTAH  
FEBRUARY, 2024

## LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°04'52"W	109.12
L2	N89°04'52"W	121.52
L3	N89°04'52"W	121.37
L4	N89°04'52"W	16.28
L5	N89°11'27"W	105.26
L6	N89°11'27"W	121.64
L7	N89°11'27"W	121.73
L8	N89°11'27"W	121.82
L9	N89°11'27"W	121.91
L10	N89°11'27"W	50.44
L11	N00°51'40"E	164.36
L12	N00°51'40"E	22.00
L13	N90°00'00"W	10.00
L14	N89°08'20"W	10.00
L15	S00°51'40"W	22.00

## BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS PLAT IS THE SECTION LINE BETWEEN THE FOUND EAST QUARTER CORNER AND THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. SHOWN HEREON AS N00°51'40"E.

## BOUNDARY DESCRIPTION

PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 3, SAID POINT BEING N00°51'40"E 1157.11 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 3 (SAID SOUTH QUARTER CORNER BEING S89°23'52"E 2631.30 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 3); THENCE N89°04'52"W 423.28 FEET; THENCE N89°11'27"W 901.63 FEET TO THE EASTERLY LINE OF THE LAYTON CANAL; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING TWO (2) COURSES: (1) N00°46'25"E 124.12 FEET; AND (2) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 39.06 FEET, A DELTA ANGLE OF 22°22'46", A CHORD BEARING OF N11°57'48"E, AND A CHORD LENGTH OF 38.81 FEET; THENCE S89°48'32"E 131.96 FEET; THENCE S89°18'48"E 170.19 FEET; THENCE S89°14'58"E 689.57 FEET; THENCE S88°54'06"E 143.60 FEET; THENCE S89°34'58"E 182.33 FEET TO THE EAST LINE OF SAID SECTION 3; THENCE S00°51'40"W ALONG SAID EAST LINE, 166.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 217,585 SQUARE FEET OR 4.995 ACRES MORE OR LESS.

## NARRATIVE

THE EAST LINE WAS PLACED ALONG THE SECTION LINE, THE WEST LINE ALONG THE EAST LINE OF THE LAYTON CANAL AS PER ITS DEEDED LOCATION. THE NORTH AND SOUTH LINES WERE PLACED ALONG EXISTING ANCIENT FENCE LINES, WHICH MATCH RELATIVELY WELL WITH DEEDS ALONG FOR THE SUBJECT PARCEL WHEN ROTATED TO THE SECTION LINE. ALL LOT CORNERS WERE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES".

## NOTES

- NO BASEMENTS ARE TO BE CONSTRUCTED.
- ALL OF LOT 10 WILL BE INCLUDED AS AN EASEMENT FOR STORM WATER RETENTION UNTIL THE STORM DRAIN IS EXTENDED UNDER THE CANAL AT WHICH TIME THE EASEMENT WILL BE REMOVED/VACATED.

## CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	100.00'	39.06'	38.81'	19.78'	N11°57'48"E	22°22'46"
C2	15.00'	23.58'	21.22'	15.02'	S45°53'24"W	90°03'28"
C3	28.00'	15.23'	15.04'	7.81'	N14°43'05"W	31°09'29"
C4	28.00'	15.26'	15.07'	7.82'	S16°28'15"W	31°13'09"
C5	35.00'	46.80'	43.39'	27.64'	N50°53'16"W	76°36'23"
C6	53.50'	161.97'	106.83'	93.674'	N19°50'12"E	173°27'45"
C7	53.50'	56.82'	54.18'	31.42'	S43°00'30"E	60°50'51"

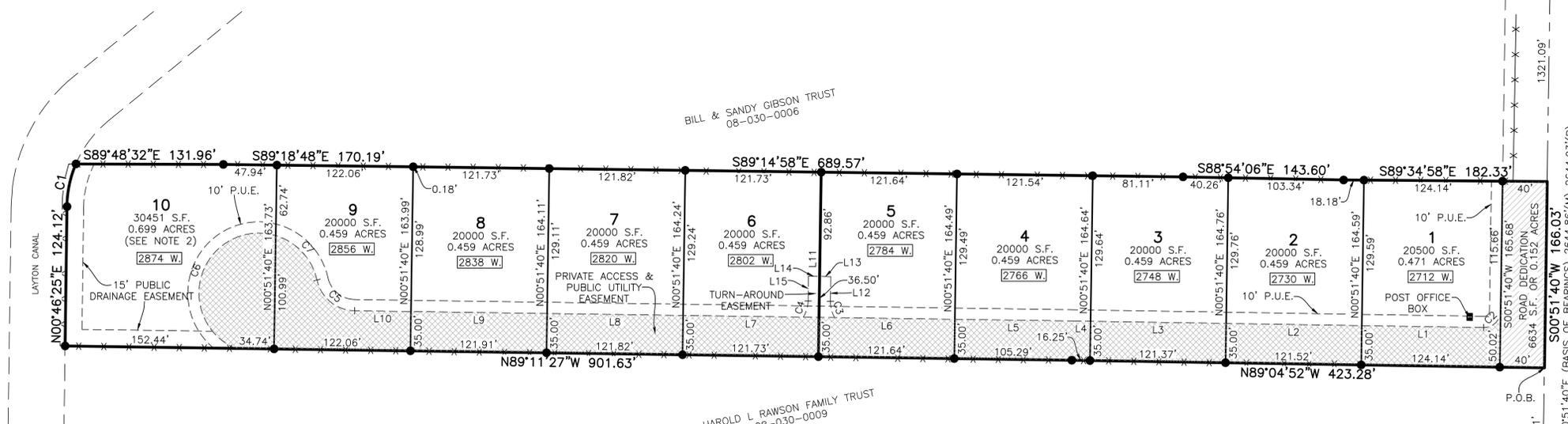


## VICINITY MAP

SCALE: NONE

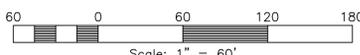
NORTHEAST CORNER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. FOUND WEBER COUNTY SURVEY BRASS CAP MONUMENT MARKED "2004"

EAST QUARTER CORNER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. FOUND WEBER COUNTY SURVEY BRASS CAP MONUMENT MARKED "2015"



## LEGEND

- = SECTION CORNER
- = SET 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES"
- = BOUNDARY LINE
- = LOT LINE
- = ROAD CENTERLINE
- = SECTION TIE LINE
- = ADJOINING PROPERTY LINE
- = EASEMENT LINE
- = EXISTING FENCE LINE
- = PUBLIC UTILITY EASEMENT
- = ACCESS AND PUBLIC UTILITY EASEMENT
- = ROAD DEDICATION



### SURVEYOR'S CERTIFICATE

I, **TREVOR J. HATCH**, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD A LICENSE IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF **SUNSET FARMS SUBDIVISION** IN **WEST HAVEN, WEBER COUNTY, UTAH**, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE **WEBER COUNTY** RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND. I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF **WEST HAVEN CITY, UTAH**, CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

9031945  
UTAH LICENSE NUMBER

### OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AS SHOWN HEREON AND NAME SAID TRACT, **SUNSET FARMS SUBDIVISION**, AND GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREON AS PUBLIC UTILITY, THE SAME TO BE USED FOR THE INSTALLATION MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINE, STORM DRAINAGE FACILITIES, IRRIGATION CANALS OR FOR THE PERPETUAL PRESERVATION OF WATER CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY, WITH NO BUILDINGS OR STRUCTURES BEING ERRECTED WITHIN SUCH EASEMENTS AND ALSO DEDICATE THE PRIVATE ACCESS EASEMENTS SHOWN ON LOTS 1-10 TO THE OWNERS OF SAID LOTS TO BE OWNED AND MAINTAINED BY THE SAME AND DO HEREBY DEDICATE A 15' PUBLIC DRAINAGE EASEMENT TO WEST HAVEN CITY FOR STORM DRAIN PURPOSES AND TO BE OWNED AND MAINTAINED BY THE SAME.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

JESSICA LYNN KENNEDY PETERSON  
NAME/TITLE DATE

### ACKNOWLEDGMENT

STATE OF UTAH ) ss.  
COUNTY OF \_\_\_\_\_ )

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, \_\_\_\_\_ (AND) \_\_\_\_\_ SIGNER(S) OF THE ABOVE OWNER'S DEDICATION AND CERTIFICATION, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME \_\_\_\_\_ SIGNED IT FREELY, VOLUNTARILY, AND FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC

### SECONDARY NOTES:

\*THIS DEVELOPMENT IS ADJACENT TO AN EXISTING CANAL THAT IS CRITICAL TO REGIONAL WATER SUPPLY OPERATIONS. DUE TO THE DEVELOPMENT'S PROXIMITY TO SAID WATER INFRASTRUCTURE, HIGH GROUNDWATER CONDITIONS ARE LIKELY AND SHOULD BE EXPECTED. ACCORDINGLY, BASEMENTS, CRAWL SPACES AND SIMILAR UNDERGROUND STRUCTURES, ARE STRONGLY DISCOURAGED. ANY GROUNDWATER MITIGATION MEASURES REQUIRED FOR DEVELOPMENT OR HOME CONSTRUCTION, AND ANY SUCH GROUNDWATER MITIGATION MEASURES TAKEN AFTER CONSTRUCTION, WILL BE THE SOLE RESPONSIBILITY OF THE DEVELOPER AND/OR HOMEOWNER.\*

\*SECONDARY WATER HAS BEEN ALLOCATED TO PARCELS BASED ON AN ANTICIPATED HARDSCAPE AREA OF 0.09 ACRES AND THAT 2/3 OF THE REMAINING LANDSCAPE AREA IS PLANTED IN TURF AND 1/3 OF THE LANDSCAPE AREA IS PLANTED IN LOW WATER USE PLANTS. LARGER TOTAL LANDSCAPE AREAS, HIGHER PERCENTAGE TURF AREAS, INEFFICIENT DESIGN OF IRRIGATION SYSTEM, OR INEFFICIENT OPERATION OF IRRIGATION SYSTEM MAY RESULT IN HOMEOWNER INCURRING ADDITIONAL BILLING CHARGES AND/OR SECONDARY WATER SERVICE BEING SHUT OFF.\*

**Developer Contact:**  
Jessica Peterson  
3417 South 2700 West  
West Haven, Utah 84401  
PH: (801) 920-1493

## Reeve & Associates, Inc.

5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405  
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-associates.com  
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS  
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

#### PROJECT INFO.

Surveyor: T. HATCH  
Designer: N. ANDERSON  
Begin Date: 8-3-2022  
Name: SUNSET FARMS SUBD.  
Number: 7941-01  
Revision:  
Scale: 1"=60'  
Checked:

#### WEST HAVEN CITY ENGINEER

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY APPROVED BY THE WEST HAVEN CITY ENGINEER

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
WEST HAVEN CITY ENGINEER

#### WEST HAVEN CITY PLANNING COMMISSION

APPROVED BY THE WEST HAVEN CITY PLANNING COMMISSION

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
WEST HAVEN CITY CHAIRMAN

#### WEST HAVEN CITY ACCEPTANCE

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY APPROVED AND ACCEPTED BY WEST HAVEN CITY

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
TITLE

#### WEST HAVEN CITY ATTORNEY

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY APPROVED BY THE WEST HAVEN CITY ATTORNEY

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
WEST HAVEN CITY ATTORNEY

#### WEBER COUNTY RECORDER

Entry No. \_\_\_\_\_ Fee Paid \_\_\_\_\_  
Recorded, \_\_\_\_\_ At \_\_\_\_\_  
In Book \_\_\_\_\_ Of The  
Official Records, Page \_\_\_\_\_  
Recorded For: \_\_\_\_\_

\_\_\_\_\_  
Weber County Recorder  
Deputy.

**Planning Commission  
Staff Review Memo**

**August 14, 2024**  
Alika Murphy, City Planner



**PRELIMINARY SITE PLAN and CONDITIONAL USE APPROVAL**

**Request:** Grant preliminary site plan approval for a daycare facility  
**Property Address:** 2400 West Knudson Drive (Parcel# 080280114, 080280105)  
**Property Zone:** Mixed Use (MU) (Commercial Component of Knudson Development)  
**Property Size:** 1.54 acres  
**Applicant:** Kool Kidz Adventure Academy (Agent: Brent Keller & Jim Flint)

**Governing Document(s):** WHZC 157.290-294; 157.630-640; 157.730-737  
**Decision Type:** Administrative  
**Staff Recommendation:** See comments under “Staff Review”

**Background**

We have received an application for a daycare/preschool facility located at 2400 West Knudson Drive, Parcel # 080280114 and 080280105. This parcel is the commercial component of the mixed-use Knudson development which does allow anything that shows up as permitted and conditional under the list of uses in C-1 and C-2. A daycare is conditional under C-1 and C-2.

**Staff Review**

Staff’s review of the proposed site plan as it pertains to the requirements of the West Haven Zoning Code are as follows:

**§157.291 Site Development Standards**

	<b>C-2 Requirement</b>	<b>Site Plan Proposal</b>	<b>Compliant?</b>
Building height			
Maximum	35 ft. when adjacent to residential	To the roofline, the buildings have a height of 10’-1”	Y
Minimum	1 story	1 story	Y
Max lot coverage	60% by buildings (main & accessory)	20.12%	Y
Minimum lot area	None	1.532 acres	Y
Min lot width	None		Y

Min yard setbacks			
Front	15 ft.	Building is more than 15' from the front property line	Y
Rear	10 ft. where building rears on a residential zone	Building is more than 10' from the rear property line	Y
Side	10 ft. when adjacent to residential	Building is more than 10' from the rear property line	Y
Side, adj. to street	15 ft.	NA	

**§157.630 Parking Regulations**

This use falls under “Day care/preschool” which requires 1 space per employee, plus one space per 5 children and for the flex space, they are required to have 30 spaces, plus 1 space per 250 square feet GFA.

The daycare/preschool component is projected to have on average 18 employees and about 130 kids which would indicate that they need about 18 spots for employees and 26 to fulfill the rest of the requirement (130/5=26). In total there would need to be about 44 spaces.

The flex area total is 4,320 which requires 17 spaces along with the initial 30 spaces required. The total for the flex area is 47 spaces.

All together there is a requirement to have about 91 spaces and their site plan shows 72 spaces. If need be, Planning Commission may adjust the required number of spaces listed if there is a good enough reason to do so. When looking at these parking requirements there are a few factors to take into consideration. Typically, the parents will only park for a short period of time to walk their child(ren) in the morning and walk in to pick them up later in the day. There will be children of various ages that will be picked up/ dropped off at different times. To staff’s understanding, there are different shifts for the employees as well so they may not all be there at the same time. Since the parking lot will not be full for the daycare, there is adequate parking for the flex space.

**§157.730 Design Review**

The requirements of this chapter and the project proposal/compliance are below. Please note that only those sections which are applicable are included. There may be portions of 157.733 which do not apply to this site plan.

**§ 157.733 Standards Of Review**

(A) Traffic safety and circulation.

(1) Does the site plan comply with the West Haven City Engineering Design Standards and Specifications related to traffic ingress, egress and internal circulation? **At the preliminary level, the site plan complies. There is access onto Knudson Drive and 2400 West, so UDOT approval is not needed. Engineering has looked at the site and is good with the layout.**

(B) Parking. Does the site plan comply with city ordinances regarding design, location and number of parking stalls required? **See previous comments regarding parking. The proposed parking stalls are 20x9 which does comply with the 180 square foot requirement.**

(C) Signage. Does the proposed signage meet the requirements of the city sign ordinance? **A signage plan has not been turned in at this time, but they have been notified. All signs must get a building permit approved before proceeding with displaying any sign.**

(D) Landscaping.

(1) The following landscaping shall be provided in each project subject to the provisions of this subchapter:

(a) Front yard. Landscaping shall be required along the entire frontage of the lot, except for the frontage required for ingress/egress. Said landscaping shall be a minimum of 15 feet deep, calculated from the property line. **The current front landscaping satisfies this requirement with 15 feet of front landscaping.**

(b) Side/rear yards. There shall be a minimum of five feet of landscaping between parking areas and side or rear property lines (except between commercial uses where said landscaping is not visible from areas of public access) and a minimum of five feet of landscaping between an access driveway and a side or rear property line unless said driveway is to be used for common access by an adjacent lot. **This requirement is fulfilled.**

(4) Landscape plans shall include a minimum of three items from the following list:

- (a) Trees;
- (b) Decorative rock and boulders (gravel and pea gravel are not permitted);
- (c) Shrubs;
- (d) Groundcover; and
- (e) Grass (artificial or other).

**The project will have trees, decorative rock, shrubs, smaller plants and grasses. This requirement has been satisfied.**

(E) Building/site layout.

(1) All buildings shall be designed with breaks in the facade. This may be accomplished through a change in building materials, actual breaks in the facade, a mix of roofline projections. **The building is compliant with these requirements. There are breaks in the façade which are accomplished by varying building heights and change in materials.**

(F) Engineering standards. Does the site plan comply with the West Haven City Engineering Design Standards and Specifications related to utility easements, drainage and other

engineering requirements? ***Prior to final approval and the release of building permits, the applicant will be required to receive staff's formal approval (done through signature/stamp on plans) of the engineering design.***

#### § 157.734 DESIGN REQUIREMENTS.

Design approval may include such other conditions consistent with the considerations of this subchapter as the Commission or Planning Director deem reasonable and necessary under the circumstances to carry out the intent of this subchapter.

(A) Building materials. New buildings shall be designed and constructed to meet the following criteria.

(1) Building exteriors shall be designed and constructed with primary and secondary building materials from the list of building materials in division (C) below.

(2) The front elevation, as well as any other elevation which faces the street shall be constructed of a minimum of 60% primary materials, with a maximum of 40% secondary materials.

(3) Windows and doors shall be excluded from the calculation of exterior building material requirements. Non-functioning, decorative only windows may be included in the calculation of building materials.

(4) A maximum of six colors for the primary materials may be permitted.

(5) Secondary materials shall be of a complementary hue and shade to primary building materials. A maximum of four accent colors may be allowed for secondary materials.

(6) A minimum of 15% of the front elevation, as well as any side or rear elevation which faces the street or major corridor, shall consist of upgraded architectural features as defined in division (C) below. See division (B) below for those streets which constitute major corridors.

(7) Non-primary elevations which do not face the street or major corridor shall consist of at least 5% upgraded architectural features as defined in division (C) below. See division (B) below for those streets which constitute major corridors.

**The elevations still need to include a material table with percentages.**

#### **Potential Detrimental Impacts**

As is common with commercial projects adjacent to a residential use, the concerns that have not already been addressed in this staff report are noise and lighting.

**Noise:** We have nuisance ordinances in place which govern noise, so any issues which may arise regarding noise complaints will be handled through the City's code enforcement department. Those noise standards may be found in WHC §90.22. That section of code sets noise standards based on the time of day, proximity to residential areas, and use of the land.

**Lighting:** Similar to noise, the City has ordinances in place governing lighting and light pollution. That can be found in WHZC 157.775-785. It sets in place standards for commercial lighting, including a required reduction in output, requirements that light be shielded/directed downwards so as not to trespass on adjoining properties. Developer has provided the City with graphics of their proposed lighting fixtures, all of which seem to satisfy these requirements. The code has a mechanism in place for enforcement under the nuisance ordinance.

### **Staff Recommendation**

Based on the above compliance with all relevant City codes, **it is Staff's position that the Commission should grant preliminary site plan approval with the following conditions:**

- **Include updated elevations with a table of materials and percentages**
- **Include a signage plan**

Applicant is aware that even with final approval of the site plan, no construction may begin prior to having a fully approved set of site construction documents.

Recommended Motions:

*"I motion to grant preliminary site plan approval and conditional use approval for Kool Kidz Adventure Academy located at approximately 2400 West Knudson Drive, Parcel 08-028-0114 and 08-028-0105, 1.54-acres in total."*

*"I motion to grant preliminary site plan approval and conditional use approval for Kool Kidz Adventure Academy, located at approximately 2400 West Knudson Drive, Parcel 08-028-0114 and 08-028-0105, 1.54-acres in total with the following conditions....."*

*"I motion to table this item for preliminary site plan approval for Kool Kidz Adventure Academy, located at approximately 2400 West Knudson Drive, Parcel 08-028-0114 and 08-028-0105, 1.54-acres in total."*

**SITE PLAN  
AND DESIGN REVIEW**



Address of Site 2400 West Knudson Drive (3450 South) Parcel # 08-028-0114; 08-028-0105

Applicant Name Kool Kidz Adventure Academy

Agent Name Brent Keller & Jim Flint

Application is hereby made to West Haven City requesting the following permitted use(s),

Day Care Facility; Rental Spces and

Site plan design for 9,000 + 4,320 SF building be approved on 1.54 acres of  
(Square Feet) (acreage)

Property in the Mixed Use zone in accordance with the attached site plan. (see attached form for site plan requirements.)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Owner/Petitioner)

I authorize BRENT KELLER, JIM FLINT to act as my representative in all matters relating to this application.

\_\_\_\_\_  
(Owner)

Jim Flint  
(Agent as Authorized by Owner)

State of Utah )

§

County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, \_\_\_\_\_

a notary public, personally appeared \_\_\_\_\_, proved on the basis of satisfactory  
name of document signer

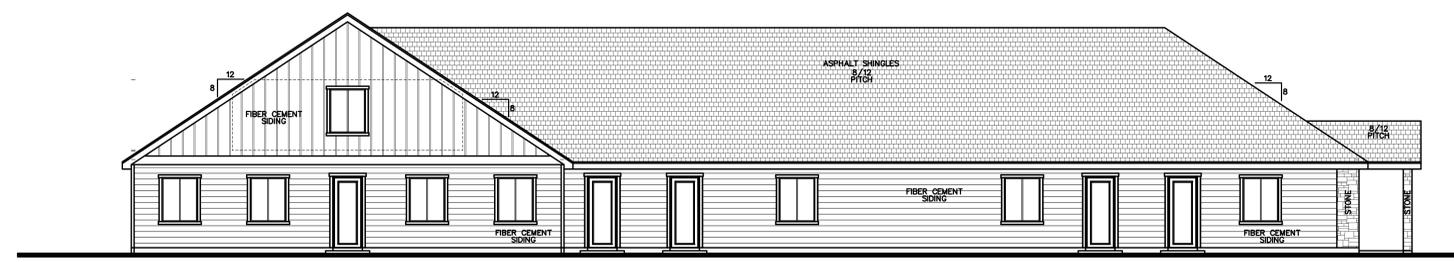
evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

N/A	Received		N/A	Received	Letters of acknowledgment/approval/conditions from
		<u>PRELIMINARY</u>			<u>FINAL</u>
		Affidavit of Understanding and Acceptance of Fees			Culinary Water provider (Will Serve)
					Weber Fire District
					Weber-Morgan Health Department (If applicable)
					UDOT Application Letter (If applicable)

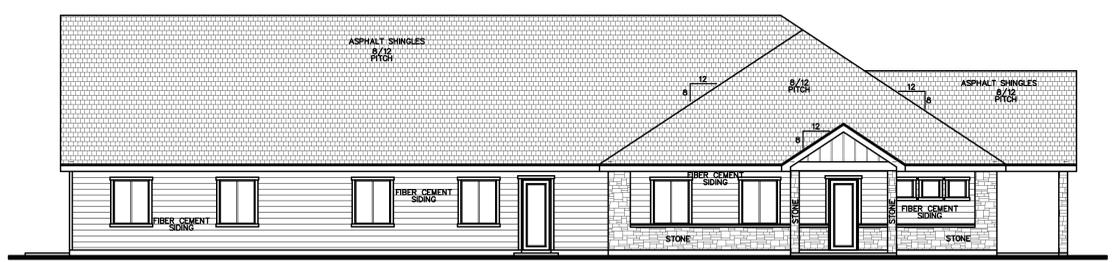
ALL APPLICABLE ITEMS MUST BE RECEIVED BEFORE BEING ADDED TO THE AGENDA

CONCEPTUAL DRAWINGS  
NOT FOR CONSTRUCTION



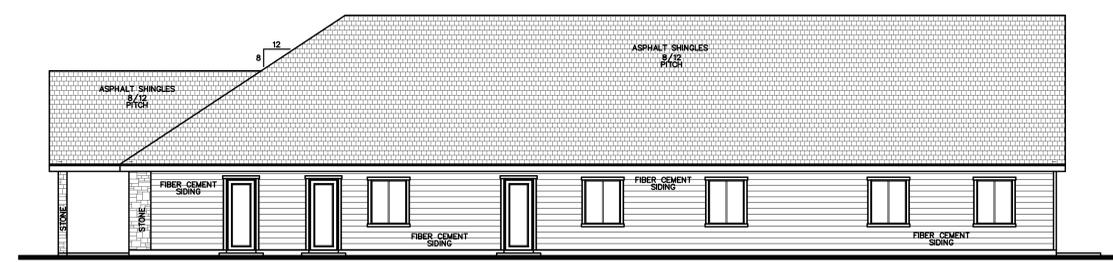
REAR (SOUTH) ELEVATION  
SCALE: 1/8"=1'-0"

TOTAL AREA = 1575 SQ. FT.  
STONE AREA = 24 SQ. FT. (1.4% STONE)  
FIBER CEMENT SIDING AREA = 1551 SQ. FT. (98.6% SIDING)



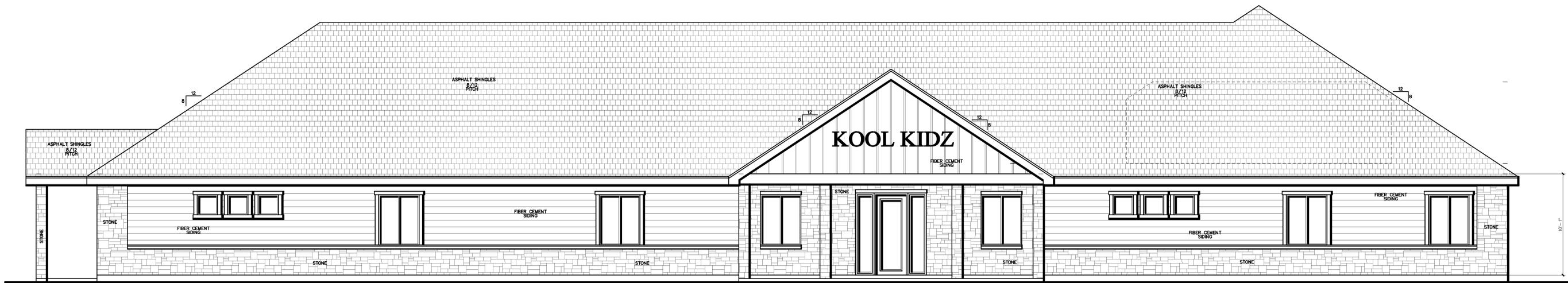
LEFT (EAST) ELEVATION  
SCALE: 1/8"=1'-0"

TOTAL AREA = 972 SQ. FT.  
STONE AREA = 172 SQ. FT. (18% STONE)  
FIBER CEMENT SIDING AREA = 801 SQ. FT. (82% SIDING)



RIGHT (WEST) ELEVATION  
SCALE: 1/8"=1'-0"

TOTAL AREA = 945 SQ. FT.  
STONE AREA = 34 SQ. FT. (3.6% STONE)  
FIBER CEMENT SIDING AREA = 921 SQ. FT. (97.8% SIDING)



FRONT (NORTH) ELEVATION  
SCALE: 1/4"=1'-0"

TOTAL AREA = 1418 SQ. FT.  
STONE AREA = 636 SQ. FT. (45% STONE)  
FIBER CEMENT SIDING AREA = 780 SQ. FT. (55% SIDING)

CONCEPTUAL DRAWINGS  
NOT FOR CONSTRUCTION

**NOTICE AND WARNING**  
THESE DRAWINGS & DESIGNS ARE THE PROPERTY OF LOMOND VIEW DESIGNS, LLC AND SHALL NOT BE REPRODUCED OR COPIED WITHOUT WRITTEN CONSENT.  
THESE DRAWINGS & DESIGNS MAY BE USED FOR THE CONSTRUCTION OF A SINGLE BUILDING LOCATED AS FOLLOWS:  
LOT # XXXX  
SUBDIVISION \_\_\_\_\_  
ADDRESS 2400 WEST MIDLAND DRIVE  
CITY WEST HAVEN STATE UTAH  
ANY OTHER USE OF THESE DRAWINGS & DESIGNS IS STRICTLY FORBIDDEN AND VIOLATORS WILL BE PROSECUTED.  
DATE: 7/25/2024

**CONSTRUCTION COST NOTE:**  
THE BUILDING DESIGN SHOWN IN THESE PLANS IS BASED ON THE BUILDING DESIGN SHOWN IN THESE PLANS. THE COST OF CONSTRUCTION IS BASED ON THE CURRENT MARKET CONDITIONS AND IS SUBJECT TO CHANGE. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, AREAS, AND CONDITIONS, READ ALL NOTES, AND BECOME THOROUGHLY FAMILIAR WITH THE DRAWINGS AND ALL ASSOCIATED COSTS, PRIOR TO CONSTRUCTION.

**SITE AND LOT NOTE:**  
THE HOME DESIGN SHOWN IN THESE PLANS IS REFLECTIVE OF THE SITE CONDITIONS PROVIDED TO US BY THE OWNER. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, AREAS, AND CONDITIONS, READ ALL NOTES, AND BECOME THOROUGHLY FAMILIAR WITH THE DRAWINGS AND ALL ASSOCIATED COSTS, PRIOR TO CONSTRUCTION.

**CONTRACTOR & OWNER SHALL VERIFY ALL DIMENSIONS, AREAS, AND CONDITIONS, READ ALL NOTES, AND BECOME THOROUGHLY FAMILIAR WITH THE DRAWINGS AND ALL ASSOCIATED COSTS, PRIOR TO CONSTRUCTION.**

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**KOOL KIDZ DAY CARE**  
2400 WEST MIDLAND DRIVE,  
WEST HAVEN CITY, WEBER COUNTY, UTAH

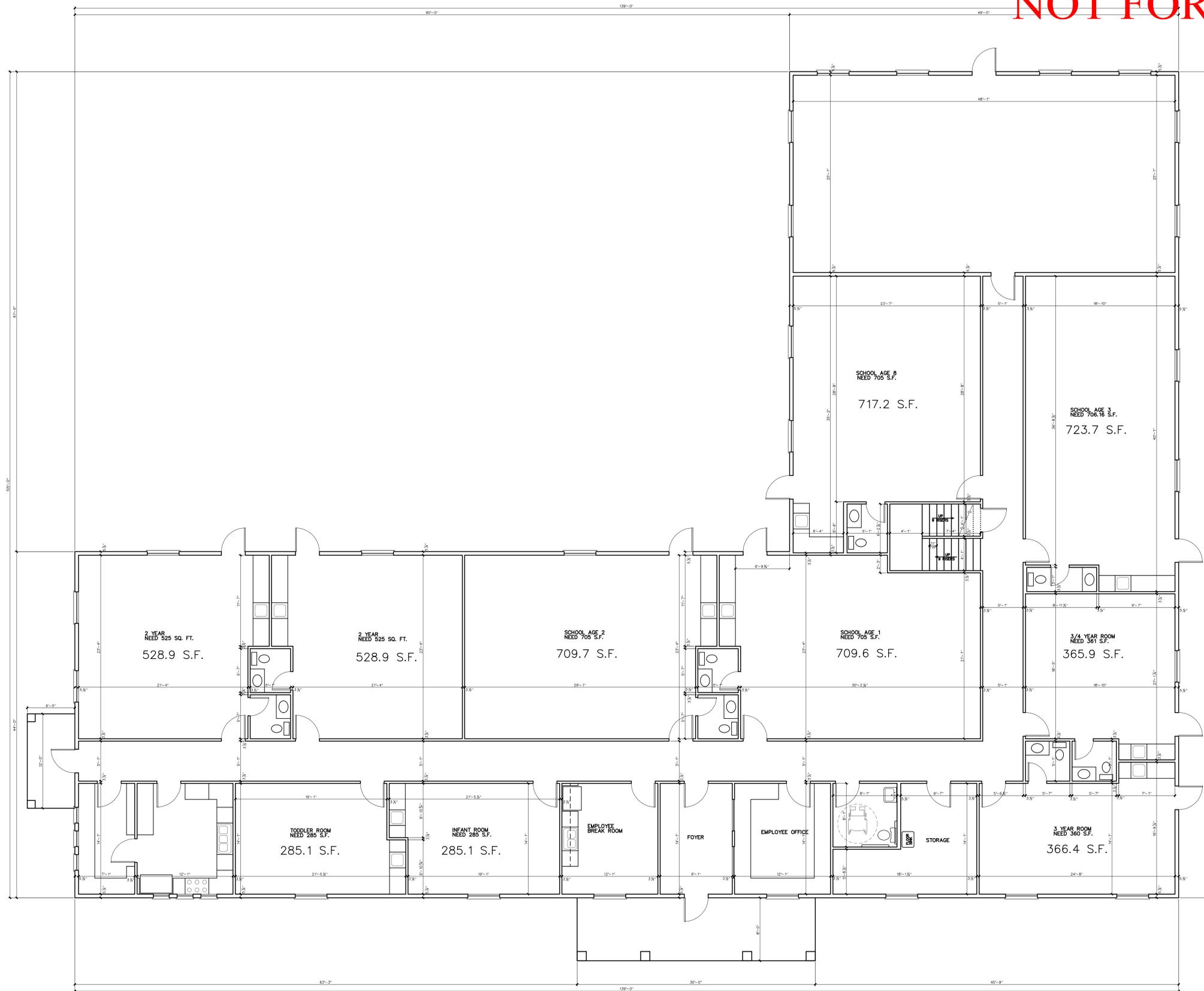
FOR: 304 WEST PLEASANT VIEW DR.  
OGDEN, UTAH 84414  
PHONE: (801)-782-0454  
FAX: (801)-782-8631  
WWW.LOMONDVIEW.COM

**Lomond View**  
DESIGN SOLUTIONS

ELEVATIONS  
DRAWN: CWH  
DATE: 7/25/2024  
TYPE: ORIGINAL DRAWING  
PLAN NO.: XC-XXXX RAMBLER

SHEET  
**\$2.1**

CONCEPTUAL DRAWINGS  
NOT FOR CONSTRUCTION



**MAIN FLOOR PLAN**  
SCALE: 3/16" = 1'-0"  
MAIN FLOOR AREA = 9105 SQ. FT.  
UPPER UNFINISHED STORAGE AREA = 1586 SQ. FT.  
COV. FRONT PORCH AREA = 240 SQ. FT.  
COV. SIDE PORCH AREA = 72 SQ. FT.

**NOTICE AND WARNING**  
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THESE DRAWINGS & DESIGNS MAY BE USED FOR THE CONSTRUCTION OF A SINGLE BUILDING LOCATED AS FOLLOWS:  
LOT # XXXX  
SUBDIVISION \_\_\_\_\_  
ADDRESS: 2400 WEST MIDLAND DRIVE  
CITY: WEST HAVEN STATE: UTAH  
ANY OTHER USE OF THESE DRAWINGS & DESIGNS IS STRICTLY FORBIDDEN AND VIOLATORS WILL BE PROSECUTED.  
DATE: 7/25/2024

**CONSTRUCTION COST NOTE:**  
THE BUILDING DESIGN SHOWN IN THESE PLANS IS BASED ON THE INFORMATION PROVIDED TO US BY THE OWNER AND/OR GENERAL CONTRACTOR. WE HAVE NOT ATTEMPTED, AND IT IS NOT OUR INTENTION TO ATTEMPT, TO OBTAIN, OBTAINING, OR ESTIMATE SERVICES FOR THE CONSTRUCTION OF THIS PROJECT. A DESIGN THAT IS SUITABLE FOR THE COST OF CONSTRUCTION TO BE DETERMINED BY THE OWNER AND/OR GENERAL CONTRACTOR TO OBTAIN THE COST OF THE BUILDING AND ASSOCIATED SITE IMPROVEMENTS. WE WILL BE MADE SATISFACTORY TO THE OWNER'S EXPECTATIONS.

**SITE AND LOT NOTE:**  
THE HOME DESIGN SHOWN IN THESE PLANS IS REFLECTIVE OF THE SITE CONDITIONS PROVIDED TO US BY THE OWNER AND/OR GENERAL CONTRACTOR. WE HAVE NOT ATTEMPTED, AND IT IS NOT OUR INTENTION TO ATTEMPT, TO OBTAIN, OBTAINING, OR ESTIMATE SERVICES FOR THE CONSTRUCTION OF THIS PROJECT. A DESIGN THAT IS SUITABLE FOR THE COST OF CONSTRUCTION TO BE DETERMINED BY THE OWNER AND/OR GENERAL CONTRACTOR TO OBTAIN THE COST OF THE BUILDING AND ASSOCIATED SITE IMPROVEMENTS. WE WILL BE MADE SATISFACTORY TO THE OWNER'S EXPECTATIONS.

**CONTRACTOR & OWNER SHALL VERIFY ALL DIMENSIONS, AREAS, AND CONDITIONS, READ ALL NOTES, AND BECOME THOROUGHLY FAMILIAR WITH THE DRAWINGS AND ALL ASSOCIATED COSTS, PRIOR TO CONSTRUCTION.**

CONCEPTUAL DRAWINGS  
NOT FOR CONSTRUCTION

**FOR: KOOL KIDZ DAY CARE**  
2400 WEST MIDLAND DRIVE,  
WEST HAVEN CITY, WEBER COUNTY, UTAH

**304 WEST PLEASANT VIEW DR.**  
OGDEN, UTAH 84414  
PHONE: (801)-782-0454  
FAX: (801)-782-8631  
WWW.LOMONDVIEW.COM

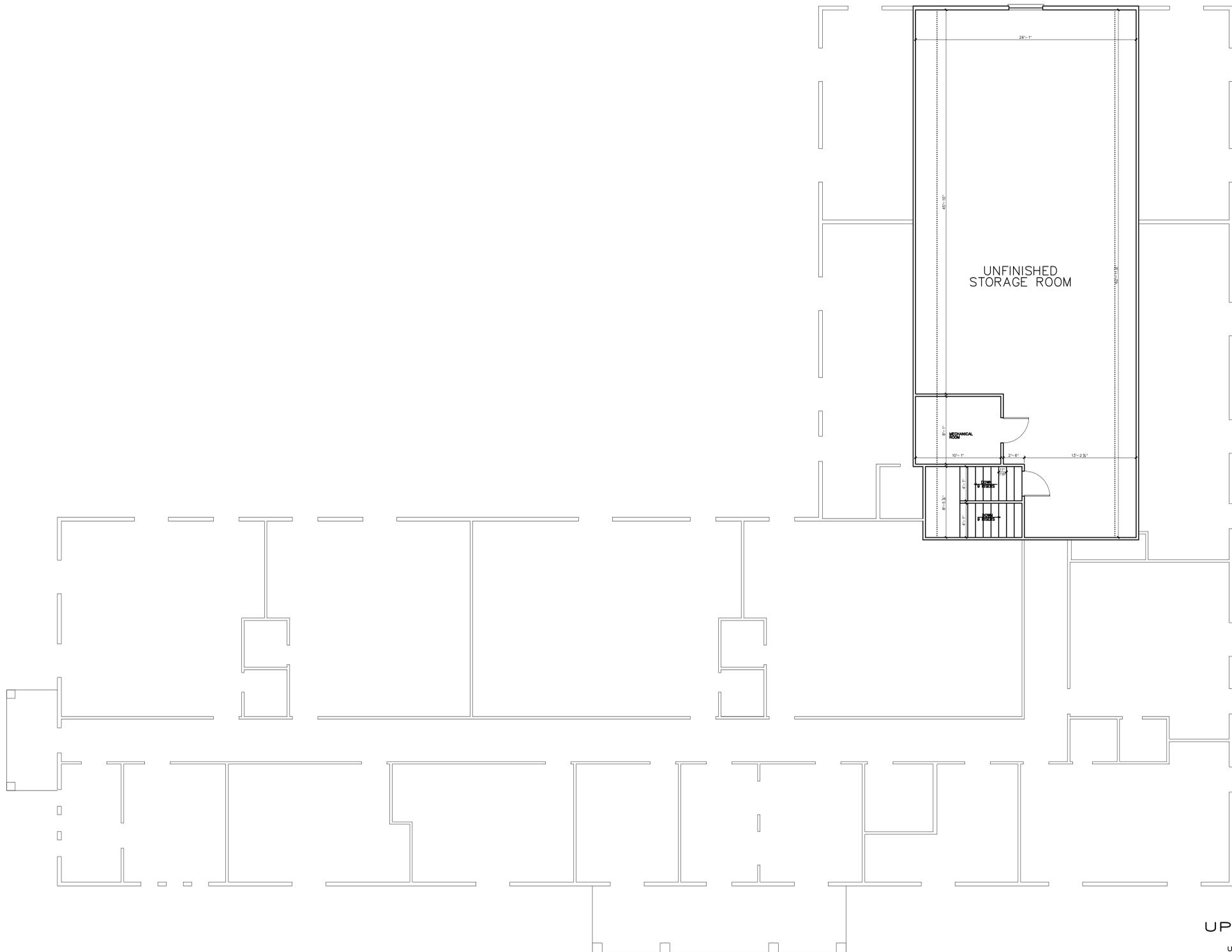
**Lomond View**  
DESIGN SOLUTIONS, LLC

**MAIN FLOOR PLAN**  
DRAWN: CWH  
DATE: 7/25/2024  
JOB NO.: 24050  
TYPE: ORIGINAL DRAWING  
PLAN NO.: X-XXXX RAMBLER

**NOTICE:**  
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**\$2.3**

# CONCEPTUAL DRAWINGS NOT FOR CONSTRUCTION



UPPER FLOOR PLAN  
SCALE: 3/16" = 1'-0"  
UNFINISHED STORAGE AREA = 1586 SQ. FT.

# CONCEPTUAL DRAWINGS NOT FOR CONSTRUCTION

**CONSTRUCTION COST NOTE:**  
THE BUILDING DESIGN SHOWN IN THESE PLANS IS BASED ON THE INFORMATION PROVIDED TO US BY THE OWNER AND/OR GENERAL CONTRACTOR. WE HAVE NOT ATTEMPTED, AND IT IS NOT OUR INTENTION TO ATTEMPT, TO OBTAIN AN ESTIMATE OF THE COST OF CONSTRUCTION OF THIS BUILDING AND ASSOCIATED SITE IMPROVEMENTS OR TO PROVIDE A DESIGN THAT IS SUITABLE FOR THE COST OF CONSTRUCTION OF THE BUILDING. IT IS THE SOLE RESPONSIBILITY OF THE OWNER AND/OR GENERAL CONTRACTOR TO OBTAIN THE COST OF THE BUILDING AND ASSOCIATED SITE IMPROVEMENTS. WE WILL NOT BE RESPONSIBLE FOR ANY CHANGES TO THE BUILDING DESIGN OR ASSOCIATED SITE IMPROVEMENTS THAT ARE MADE AFTER THE DATE OF THESE PLANS.

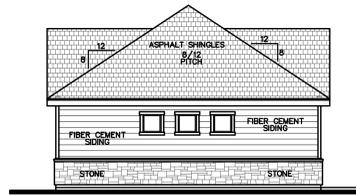
**SITE AND LOT NOTE:**  
THE HOME DESIGN SHOWN IN THESE PLANS IS REFLECTIVE OF THE SITE CONDITIONS PROVIDED TO US BY THE OWNER AND/OR GENERAL CONTRACTOR. WE HAVE NOT ATTEMPTED, AND IT IS NOT OUR INTENTION TO ATTEMPT, TO ANALYZE THE SITE OR THE SUITABILITY OF THE CONSTRUCTION OF THE HOME DESIGN SHOWN. IT IS THE SOLE RESPONSIBILITY OF THE OWNER AND/OR GENERAL CONTRACTOR TO ENSURE THAT THE HOME DESIGN IS SUITABLE FOR THE SITE CONDITIONS (INCLUDING GRADE, SLOPES, RETAINING WALLS, ETC.) AND WILL BE MADE SUITABLE TO WORK WITH THE HOME DESIGN SHOWN.

**NOTICE AND WARNING**  
THESE DRAWINGS & DESIGNS ARE THE PROPERTY OF LOMOND VIEW DESIGNS, LLC AND SHALL NOT BE REPRODUCED OR COPIED WITHOUT WRITTEN CONSENT.  
THESE DRAWINGS & DESIGNS MAY BE USED FOR THE CONSTRUCTION OF A SINGLE BUILDING LOCATED AS FOLLOWS:  
LOT # XXX  
SUBDIVISION: \_\_\_\_\_  
ADDRESS: 2400 WEST MIDLAND DRIVE  
CITY: WEST HAVEN STATE: UTAH  
ANY OTHER USE OF THESE DRAWINGS & DESIGNS IS STRICTLY FORBIDDEN AND VIOLATORS WILL BE PROSECUTED.  
DATE: 7/25/2024

**CONTRACTOR & OWNER SHALL VERIFY ALL DIMENSIONS, AREAS, AND CONDITIONS, READ ALL NOTES, AND BECOME THOROUGHLY FAMILIAR WITH THE DRAWINGS AND ALL ASSOCIATED COSTS, PRIOR TO CONSTRUCTION.**

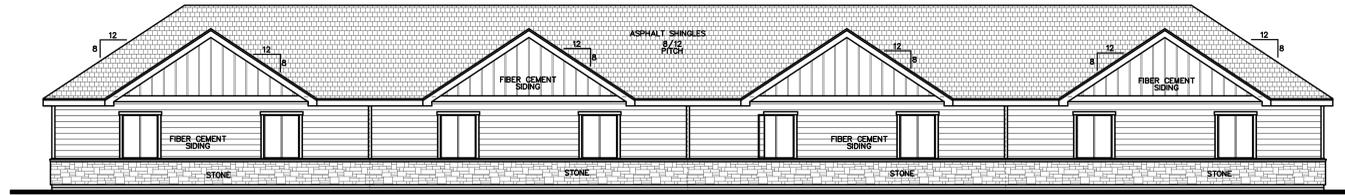
SHEET NO. 24  
 DATE: 7/25/2024  
 DRAWN: CWH  
 TYPE: ORIGINAL DRAWING  
 FOR: KOOOL KIDZ DAY CARE  
 2400 WEST MIDLAND DRIVE, WEST HAVEN CITY, WEBER COUNTY, UTAH  
 COPYRIGHT NOTICE:  
 THESE PLANS, DRAWINGS & DESIGNS ARE THE PROPERTY OF LOMOND VIEW DESIGNS, LLC AND SHALL NOT BE REPRODUCED OR COPIED WITHOUT WRITTEN CONSENT.  
 304 WEST PLEASANT VIEW DR. OGDEN, UTAH 84414  
 PHONE: (801)-782-0454  
 FAX: (801)-782-8631  
 WWW.LOMONDVIEW.COM  
 Lomond View  
 DESIGN & CONSTRUCTION

# CONCEPTUAL DRAWINGS NOT FOR CONSTRUCTION



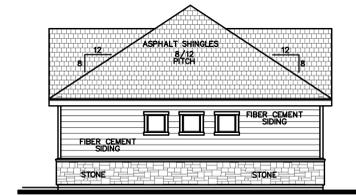
LEFT (NORTH) ELEVATION  
SCALE: 1/8"=1'-0"

TOTAL AREA = 270 SQ. FT.  
STONE AREA = 90 SQ. FT. (33% STONE)  
FIBER CEMENT SIDING AREA = 180 SQ. FT. (67% SIDING)



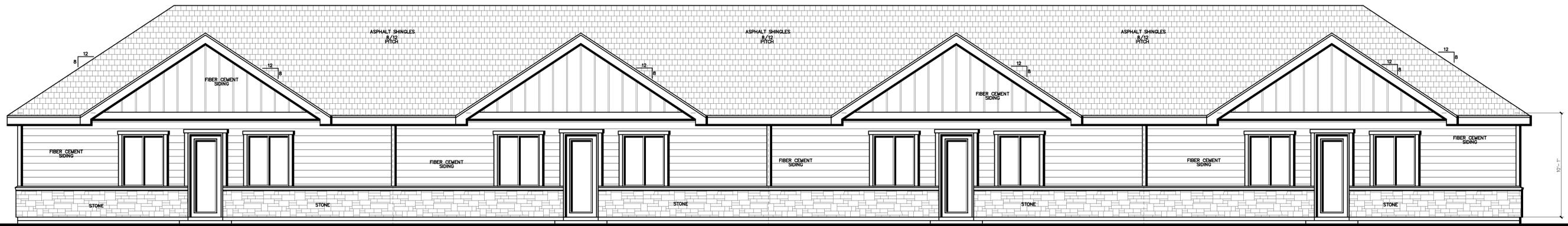
REAR (EAST) ELEVATION  
SCALE: 1/8"=1'-0"

TOTAL AREA = 1662 SQ. FT.  
STONE AREA = 432 SQ. FT. (26% STONE)  
FIBER CEMENT SIDING AREA = 1230 SQ. FT. (74% SIDING)



RIGHT (SOUTH) ELEVATION  
SCALE 1/8"=1'-0"

TOTAL AREA = 270 SQ. FT.  
STONE AREA = 90 SQ. FT. (33% STONE)  
FIBER CEMENT SIDING AREA = 180 SQ. FT. (67% SIDING)



FRONT (WEST) ELEVATION  
SCALE: 1/4"=1'-0"

TOTAL AREA = 1662 SQ. FT.  
STONE AREA = 432 SQ. FT. (26% STONE)  
FIBER CEMENT SIDING AREA = 1230 SQ. FT. (74% SIDING)

# CONCEPTUAL DRAWINGS NOT FOR CONSTRUCTION

Kool Kidz Rental Space (original drawing)

**CONSTRUCTION COST NOTE:**  
THE BUILDING DESIGN SHOWN IN THESE PLANS IS BASED ON DESIGNATION PROVIDED TO US BY THE OWNER AND/OR GENERAL CONTRACTOR. IF HAVE NOT ATTEMPTED, AND IT IS OUT OF THE SCOPE OF OUR SERVICE TO PROVIDE COST ESTIMATES. WE ARE NOT RESPONSIBLE FOR THE COST OF THIS PROJECT AND ASSUMED TO BE THE RESPONSIBILITY OF THE OWNER. THE OWNER SHALL VERIFY THE ACCURACY OF THE DESIGN AND THE COST OF THE BUILDING AND ASSOCIATED SITE IMPROVEMENTS WILL BE SATISFACTORY TO THE OWNER'S EXPECTATIONS.

**SITE AND LOT NOTE:**  
THE HOME DESIGN SHOWN IN THESE PLANS IS REFLECTIVE OF SITE CONDITIONS PROVIDED TO US BY THE OWNER AND/OR GENERAL CONTRACTOR. WE HAVE NOT ATTEMPTED, AND IT IS OUT OF THE SCOPE OF OUR SERVICE, TO VERIFY THE ACCURACY OF THE DESIGN AND THE COST OF THE BUILDING AND ASSOCIATED SITE IMPROVEMENTS WILL BE SATISFACTORY TO THE OWNER'S EXPECTATIONS.

DESIGN LOADS	
ROOF:	SNOW - 10 psf DEAD - 10 psf
FLOOR:	LIVE - 40 psf DEAD - 10 psf
DECK:	LIVE - 60 psf DEAD - 12 psf
GROUND SNOW LOAD - 43 psf	
ULTIMATE DESIGN WIND SPEED, V <sub>ULT</sub> - 115 mph	
NOMINAL DESIGN WIND SPEED, V <sub>ND</sub> - 90 mph	
SEISMIC DESIGN CATEGORY D	
SITE CLASS D	
SOIL BEARING PRESSURE - 1500 psf	
CONTRACTOR/OWNER SHALL VERIFY ACCURACY OF SOIL BEARING PRESSURE AND FOUNDATION DESIGN. THIS INFORMATION IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.	

**NOTICE AND WARNING**  
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LOT # XXX SUBDIVISION  
ADDRESS 2400 WEST MIDLAND DRIVE  
CITY WEST HAVEN STATE UTAH  
ANY OTHER USE OF THESE DRAWINGS & DESIGNS IS STRICTLY FORBIDDEN AND VIOLATORS WILL BE PROSECUTED.  
DATE: 7/25/2024

**CONTRACTOR & OWNER SHALL VERIFY ALL DIMENSIONS, AREAS, AND CONDITIONS, READ ALL NOTES AND BECOME THOROUGHLY FAMILIAR WITH THE DRAWINGS AND ALL ASSOCIATED COSTS, PRIOR TO CONSTRUCTION.**

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 FOR: **KOOL KIDZ - RENTAL UNITS**  
 2400 WEST MIDLAND DRIVE, WEST HAVEN CITY, WEBER COUNTY, UTAH  
 304 WEST PLEASANT VIEW DR. OGDEN, UT 84242  
 PHONE: (801)-782-0484  
 FAX: (801)-782-8631  
 WWW.LOMONDVIEW.COM  
**Lomond View**  
 DESIGN & CONSTRUCTION  
 ELEVATIONS  
 DRAWN: CWH  
 TYPE: ORIGINAL DRAWING  
 DATE: 7/25/2024  
 JOB NO.: 24057  
 PLAN NO.: X-XX-XXXX  
**S2.1**  
 SHEET



# KOOL KIDZ

## WEST HAVEN, UT PROJECT NOTES

### PROJECT & ACCESS:

THE PROJECT CONSISTS OF DEVELOPING A DAY CARE FACILITY, WITH THE POSSIBILITY OF FOUR FUTURISTIC RENTAL SPACE UNITS. THERE WILL BE NO PROJECT ACCESS FROM MIDLAND DRIVE. THE NORTHERLY PARKING AREA HAS TWO ACCESS LOCATIONS FOR CIRCULATION: THE 2400 WEST ENTRANCE IS INTENTIONALLY LOCATED AS FAR FROM MIDLAND DRIVE AS PRACTICAL. THE 3450 SOUTH ('KNUDSON DRIVE') ENTRANCE IS LOCATED FOR CIRCULATION AND DROP-OFF CONVEIENCE. THE SOUTHERLY 3450 SOUTH PARKING LOT IS DESIGNATED AS EMPLOYEE PARKING.

THE OWNERS ARE EXPERIENCED DAY CARE PROVIDERS AND THE FACILITY IS DESIGNED PER STRICT REGULATORY STANDARDS, INCLUDING CHECK-IN/CHECK OUT ASPECTS. THE SOUTHERLY OPEN AREA ADJOINING THE BUILDING WILL BE A FENCED PLAY AREA.

THE DUMPSTER IS CENTRALLY LOCATED AND ALLOWS FOR FRONT-LOADING.

PROJECT VANS WILL BE LOCATED SECURELY IN A FENCED AREA, AND ACCESSIBLE FROM THE BUILDING.

SITE IMPROVEMENTS INCLUDE THE DEMOLOITION OF AN EXISTING RESIDENCE.

### CONSTRUCTION NOTES:

ALL CONSTRUCTION TO BE TO WEST HAVEN CITY STANDARDS AND APPLICABLE UTILITY AGENCIES. IN THE EVENT THERE IS NO APPLICABLE STANDARD, CONTACT PROJECT ENGINEER / CITY ENGINEER. CONTRACTOR MUST ATTEND PRE-CONSTRUCTION CONFERENCE WITH CITY PRIOR TO COMMENCING WORK.

PRIOR TO CONSTRUCTION, CONTRACTOR TO LOCATE ALL EXISTING UTILITIES. CONTRACTOR IS RESPONSIBLE FOR UNCOVERING AND VERIFICATION OF ALL EXISTING UTILITIES.

SOILS TESTING TO BE PERFORMED ON PROJECT, ESPECIALLY FOR TRENCH RESTORATION. OWNER FUNDAMENTALLY WILL BE PAYING FOR SOILS TESTING BUT SUCH TO BE NEGOTIATED PRIOR TO START OF CONSTRUCTION (I.E. PERHAPS OWNER PAYS FOR ALL PASSING TESTS, CONTRACTOR FOR FAILING ONES, ETC.).

### GRADING NOTES:

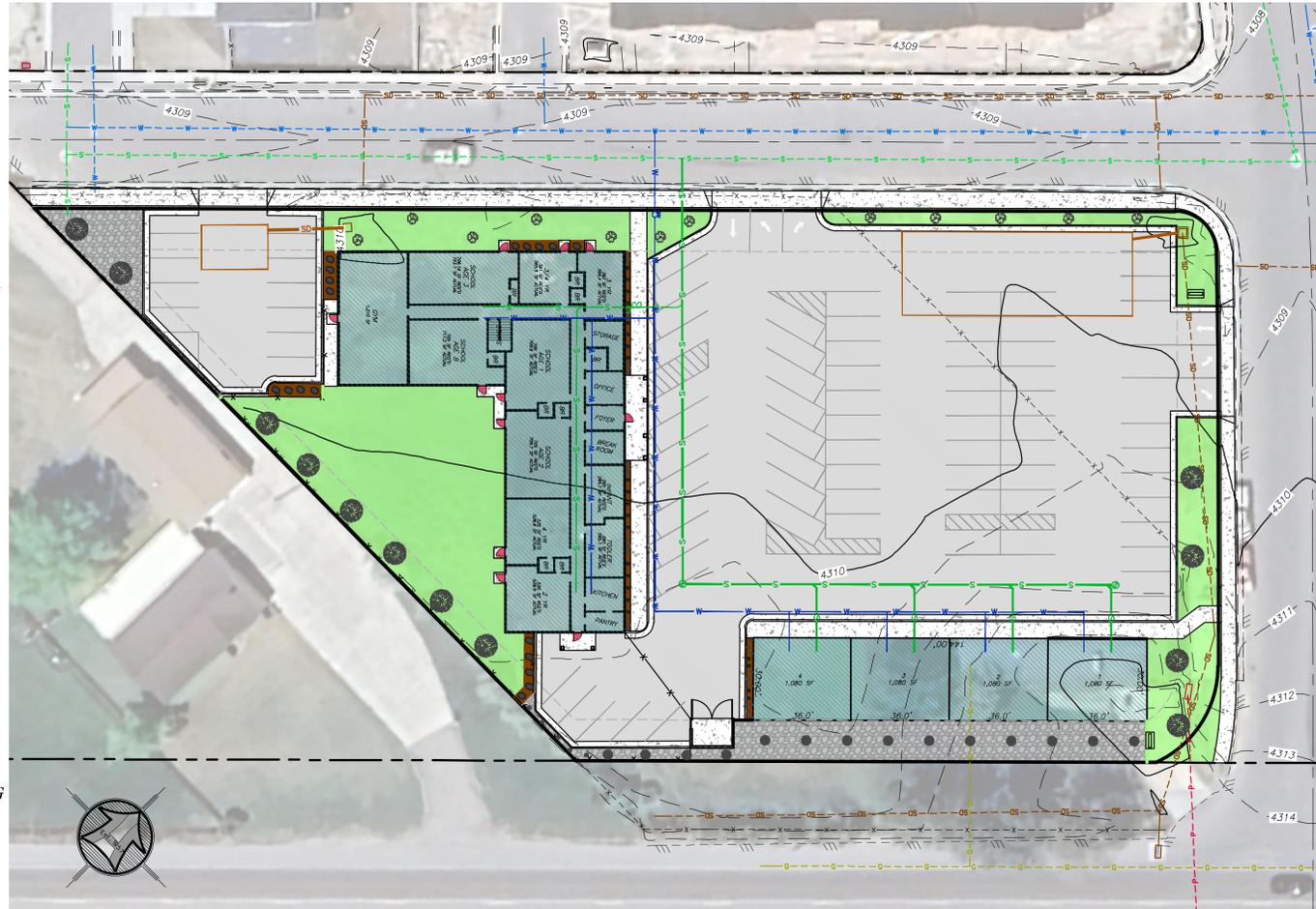
ALL UTILITY TRENCHES TO BE COMPACTED TO 95% MINIMUM COMPACTION. IT IS HIGHLY LIKELY THAT IMPORTED TRENCH BACKFILL WILL BE NECESSARY.

### CULINARY WATER:

SITE WILL TAP THE EXISTING WEST HAVEN CITY WATER MAIN IN 3450 SOUTH - RUN 2-INCH LINE TO A 2-INCH METER. DAY CARE FACILITY WILL BRANCH OFF 2-INCH ON-SITE PRIVATE MAIN WITH AN INTERNAL LINE IN THE BUILDING THAT WILL BE BASED ON FIXTURE COUNTS. THE RENTAL SPACES WILL HAVE STUBBED, UN-METERED 3/4-INCH LINES.

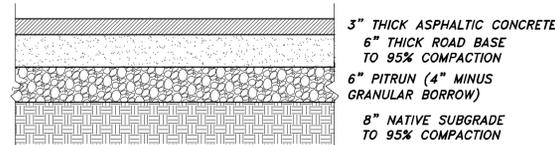
EXISTING FIRE HYDRANT LOCATIONS APPEAR TO BE ADEQUATE. THREE EXISTING HYDRANTS ARE IN THE IMMEDIATE AREA (1) NEAR MIDLAND/ 2400 WEST ENTRANCE (2) BY 2400 WEST / 3450 SOUTH INTERSECTION (3) NEAR THE END OF 3450 SOUTH. DAY CARE FACILITY IS APPROXIMATELY 9,000 SQUARE FEET; SEPARATE RENTAL SPACES BUILDING IS 4,320 SF. FIRE PROTECTION WILL BE PER WEBER FIRE DISTRICT DICTATES - CONTACT FIRE MARSHAL DAVID REED AT 801-782-3580.

FOR CONSTRUCTION WATER: FIRE HYDRANTS ARE LOCATED NEARBY - CONTACT WEST HAVEN CITY FOR DETAILS/USAGE.



### SHEET INDEX:

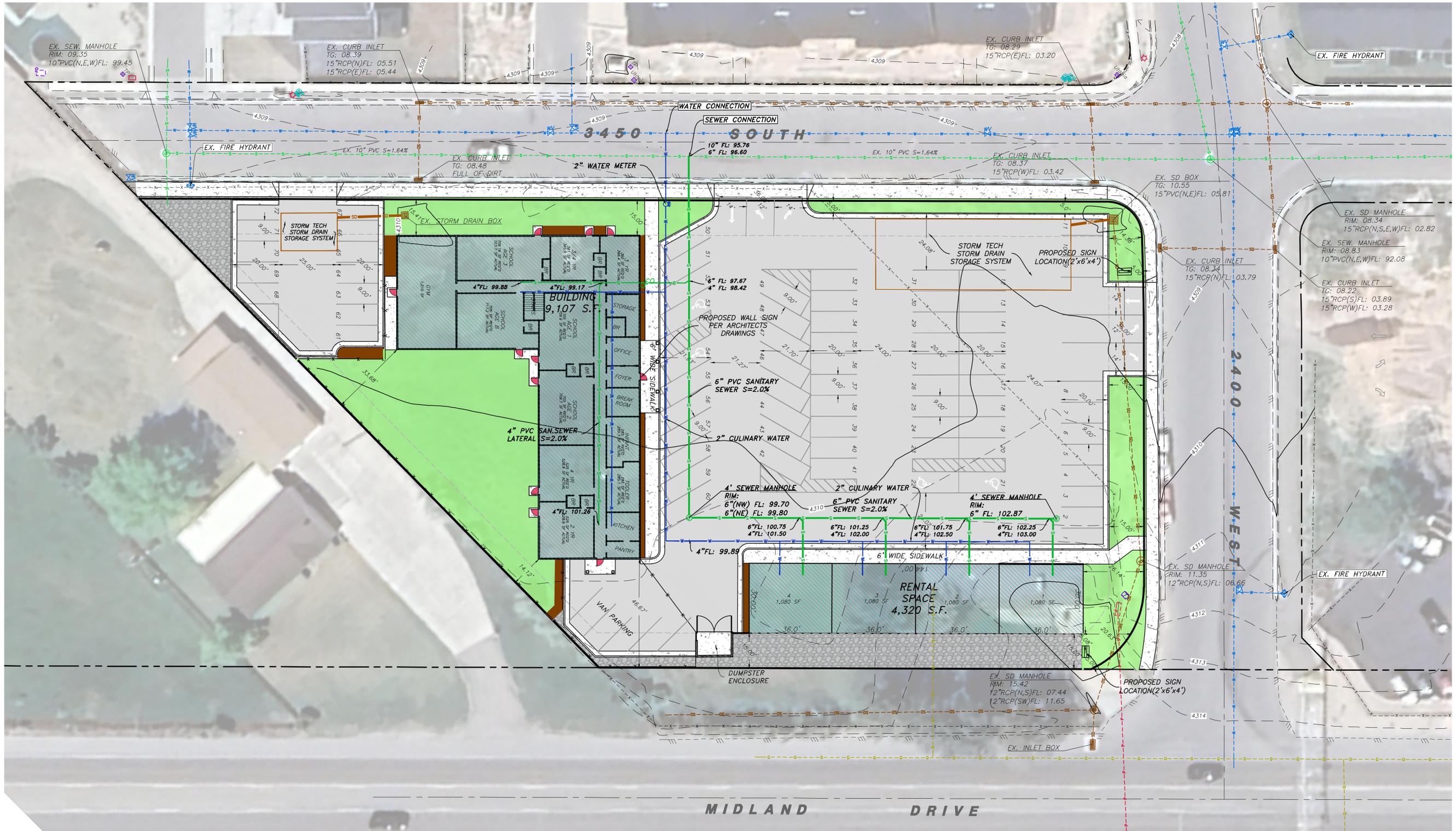
- 1 .... PROJECT DATA
- 2 .... IMPROVEMENT PLAN
- 3 .... LANDSCAPE PLAN



TYPICAL SECTION  
ASPHALTIC CONCRETE PAVING  
NOT TO SCALE



# PRELIMINARY SITE IMPROVEMENT PLAN



**NOTICE!**  
EXISTING UTILITIES ARE SHOWN ON PLANS FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE ENGINEER BEARS NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR SHOWN INCORRECTLY.

AVOID CUTTING UNDERGROUND UTILITIES. IT'S COSTLY.

**Call Before You Dig**  
1-800-662-4111  
UNDERGROUND SERVICE

**Engineer's Notice To Contractors**

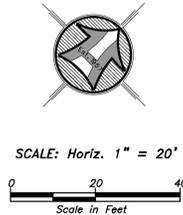
The existence and location of any underground utility pipes or structures shown on these plans were obtained from available information provided by others. The locations shown are approximate and shall be confirmed in the field by the contractor, so that any necessary adjustment can be made in alignment and/or grade of the proposed improvement. The contractor is required to contact the utility companies and take due precautionary measure to protect any utility lines shown, and any other lines obtained by the contractors research, and others not of record or not shown on these plans.

### ZONE MIXED USE ZC REQUIREMENTS

- MINIMUM LOT SIZE ..... NONE S.F.
- CORNER LOT SIZE ..... NONE S.F.
- MIN. LOT WIDTH @ 30' SETBACK .... NONE
- FRONT SETBACK ..... 15'
- SIDE YARD SETBACK FACING STREET ..... 15'
- SIDE YARD SETBACK ..... 15'
- TOTAL OF BOTH SIDE YARDS ..... 10'
- REAR SETBACK ..... 10'

### LEGEND:

- SUBDIVISION BOUNDARY
- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- EXISTING SEWER LINE
- EXISTING WATER LINE
- EXISTING SECONDARY WATER LINE
- EXISTING STORM DRAIN PIPE
- PROPOSED SEWER LINE
- PROPOSED WATER LINE
- PROPOSED SECONDARY WATER LINE
- PROPOSED STORM DRAIN PIPE
- SAW-CUT REQ'D.
- EXISTING FENCE
- EXISTING 5' CONTOUR
- EXISTING 1' CONTOUR
- EXISTING SEWER MANHOLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING STORM DRAIN INLET
- EXISTING WATER METER
- EXISTING FIRE HYDRANT
- EXISTING LIGHT POLE
- PROPOSED SEWER MANHOLE
- PROPOSED STORM DRAIN MANHOLE
- PROPOSED STORM DRAIN INLET
- PROPOSED WATER METER
- PROPOSED FIRE HYDRANT
- EXISTING CURB & GUTTER
- EXISTING SIDEWALK
- PROPOSED CURB & GUTTER
- PROPOSED SIDEWALK
- PROPOSED ASPHALT PAVEMENT



PRELIMINARY SITE IMPROVEMENT PLAN FOR  
**KOOL KIDZ**  
2400 WEST, MIDLAND DRIVE  
WEST HAVEN CITY, WEBER COUNTY, UTAH  
A Part of the Northwest Quarter of Section 2  
Township 5 North, Range 2 West, S.L.B.&M.

Drawn By: SPH Date: 08/05/24  
Designed By:  
Checked By:  
Approved By:  
Scale: 1" = 20'  
Drawing File: 24-S-5/23 053024.dwg  
JOB NUMBER: 24-5-5

**HANSEN & ASSOCIATES, INC.**  
Consulting Engineers and Land Surveyors  
538 North Main Street, Brigham, Utah 84302  
Visit us at [www.hansen.net](http://www.hansen.net)  
Logan  
Brigham City  
Ogden  
(435) 723-3991 (801) 399-4905 (435) 752-8272  
Celebrating over 60 Years of Business

No.	Date	By	Revision

Sheet  
**2**  
of  
**3**  
Sheets





ZONING MAP AMENDMENT APPLICATION

West Haven City Planning Commission
4150 S 3900 W West Haven, UT 84401
801-731-4519

Existing Zone A-2 Proposed Zone R-2 No. of acres/Sq. Ft. 84,277.8

Property Address No Street Address Parcel # 080290054 & 080290053

What use is requested Single Family Residential

Owners Name DIANE P DEMBITZ & JAMES H DEMBITZ

Agent Name Jeremy Brand & Jon Shaw

Signed: Diane P Dembitz Date: 7/25/2024 (Owner/Petitioner)

I authorize Jeremy Brand & Jon Shaw to act as my representative in all matters relating to this application.

Diane P Dembitz (Owner)
Jeremy Brand (Agent as Authorized by Owner)

State of Utah, Arizona
County of Maricopa

On this 25th day of July, in the year 2024, before me,

a notary public, personally appeared Diane Dembitz, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

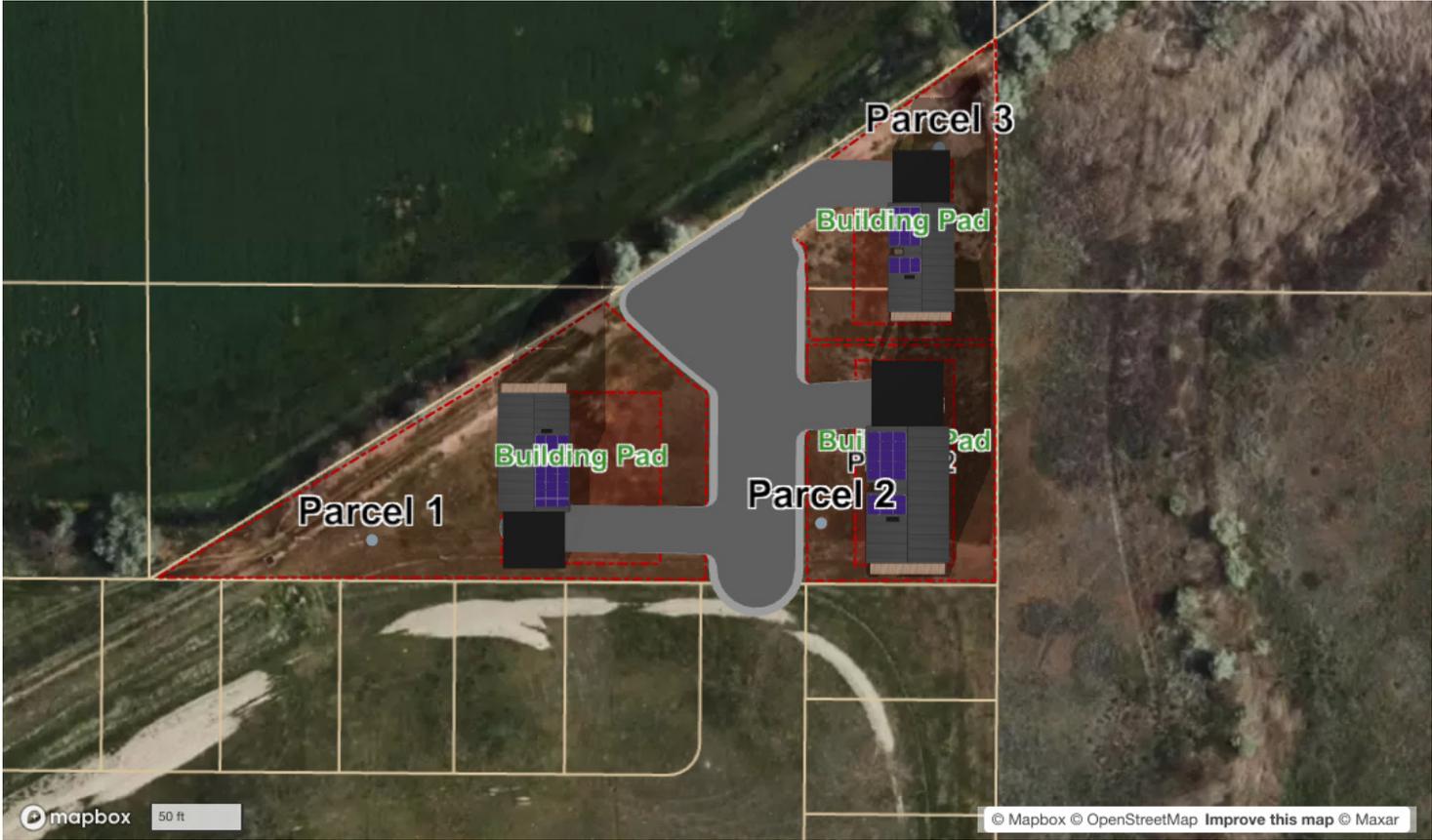
Jillian Stephens (Notary Signature)



JILLIAN STEPHENS
Notary Public - Arizona
Maricopa County
Commission # 203413212
My Comm. Expires 06-16-2027







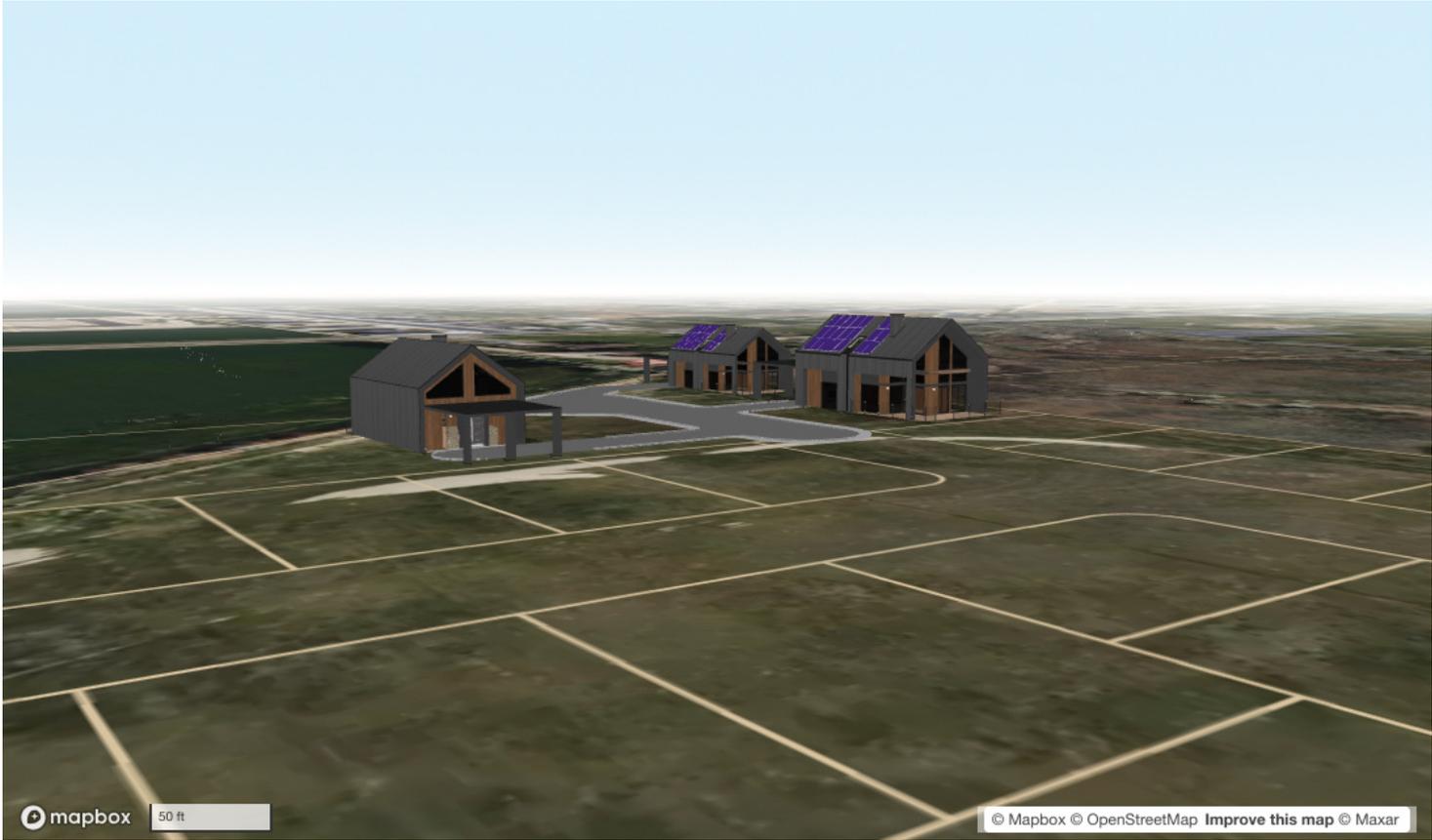
mapbox

50 ft

© Mapbox © OpenStreetMap Improve this map © Maxar









Parcel 1

Parcel 3

Parcel 2

mapbox

50 ft

© Mapbox © OpenStreetMap Improve this map © Maxar



## STAFF REPORT

TO: Planning Commission  
FROM: Amy F. Hugie, City Attorney  
DATE: August 14, 2024  
SUBJECT: Fifth Amendment - Green Farm MDA

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The following staff report discusses the Fifth Amendment to the Green Farm Project MDA:

### **Background**

The City entered into a Master Development Agreement (MDA) for the Green Farm Project with Nilson Homes on May 2, 2017. The parties amended the MDA in November 2018 (First Amendment), in July 2019 (Second Amendment), in September 2022 (Third Amendment), and in November 2023 (Fourth Amendment). Since that time, there have been issues with the project that need to be resolved. The developer is not in default. These are just issues that need to be worked through by both parties.

The parties have negotiated a Fifth Amendment to the Green Farm Project MDA. The issues that needed to be worked out have to do with the pond project. This pond area is 5 acres. Because of some of the work that has needed to be done, there has been a requirement that the Army Corp of Engineers be involved and grant approval. This has slowed down a number of items that need to be completed because the Army Corp has not been timely in their response. There was also a need to delineate new deadlines because of the delay.

Some of the other issues dealt with are billing issues. The billing issue has to do with who is paying the subcontractors. It was decided that Nilson would pay the subcontractors and then the City would reimburse Nilson. In the Third Amendment of the MDA, it was required that each party pay the subcontractors one-half of their invoices. However, this made things complicated for the City because the City would have to do lien releases and collect certificates of insurance and liability. Nilson is set up to already do this since the subcontractors used routinely work for Nilson.

### **RECOMMENDATION:**

At this time, I would recommend that the Planning Commission make a motion to recommend adoption to the City Council of the Fifth Amendment to the MDA.

When Recorded Return to:

\_\_\_\_\_  
\_\_\_\_\_

**Fifth Amendment to Master Development Agreement**  
**Green Farm Project, West Haven Utah**

This Fifth Amendment to the Master Development Agreement (the “**Fifth Amendment**”) is made effective this \_\_\_\_ day of \_\_\_\_\_, 2024 between West Haven City (the “**City**”) and Green Farm Community, LLC, a Utah limited liability company (“**Developer**”) relating to the long-term, mixed-use master-planned project known as The Green Farm (the “**Project**”). The City and the Developer may hereinafter be referred to individually as the “**Party**” and collectively as the “**Parties**”.

**RECITALS**

- A. The Parties entered into a Master Development Agreement relating to the Project effective as of May 2, 2017 (the “**Master Development Agreement**”).
- B. The Parties amended the MDA in November 2018 (the “**First Amendment**”), again in July 2019 (the “**Second Amendment**”), again in September 2022 (the “**Third Amendment**”), and again in November 2023 (the “**Fourth Amendment**”).
- C. The Master Development Agreement, including the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment thereto, may hereinafter be referred to collectively as the “**MDA**”.
- D. There have been delays in the issuance of federal and state permits which must be obtained in order for certain improvements to be completed. These delays necessitate the adjustment of certain completion dates in the MDA.
- E. Previous agreements pertaining to certain improvements and processes for the financing thereof for the Community Center and in Open Space 6 need clarification.
- F. The Parties are executing this Fifth Amendment to document the adjustment of those dates and to amend the MDA as needed to reflect these new agreements.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by the Parties as follows:

- 1. Development of Open Space Area 6 (Pond).** All references in the MDA, Section 3(f) of the Second Amendment, and Section 7 of the Third Amendment relating to the timing and construction of the Pond Project (as that term is defined in the Third Amendment), are hereby modified to the extent necessary to allow for the following provisions. Further, the Parties jointly agree to the scope of work (i.e., specifications and conditions) for the Pond

Project as generally depicted on the concept plan provided to and accepted by the City in December 2022 and again in February of 2024 (attached hereto as Exhibit A) and as more specifically described on Exhibit B. Notwithstanding anything to the contrary contained herein, it is expressly agreed that in the case of any conflict between Exhibit B and any other exhibit, or with the text of the MDA, Exhibit B shall control.

A. **Design, Plan, and Commencement of Improvement Work.** The Parties acknowledge and agree to the following:

- i. All plans were properly and timely submitted to the City for review. The City has been provided with the project budget and cost estimates, and the mass grading plan, and authorized grading work to begin. As of August 10, 2023, Developer commenced the grading work for the Pond Project.
- ii. The Parties have completed the final review and approval of plans, project budget and bond for all remaining portions of the Pond Project, excluding third party regulatory approvals (which are further addressed below).
- iii. On February 21, 2024, Developer and City agreed upon a final bond estimate and have executed a mutually acceptable Improvement Agreement.
- iv. Developer has commenced the process of obtaining third-party regulatory permits and approvals.
  - a. The City agrees to cooperate in a timely manner with all necessary submittals or applications related to water rights and third-party regulatory permitting necessary for completion of the Pond Project. If the Developer has issues with obtaining third-party regulatory permits and approvals and needs the City's help with this as determined by the wetlands ecologist consultant employed by the Developer, the parties will meet and discuss a mutual plan forward regarding the issues and how to proceed in order to have timely approval and completion.

B. **Pond Project Scope.**

The following language is added immediately following the Section 7(b) heading of "Pond Project Scope" of the Third Amendment and preceding Section 7(b)(i) of the Third Amendment:

"The parties have agreed upon a project improvement cost estimate which outlines the specific provisions of the pond project, costs, and then alternate items that the parties can agree to if there is money available in the \$2,000,000 million pond budget. The Add Alternate items are also prioritized on this cost estimate. The updated project scope, which is in harmony with the approved project improvement cost estimate, is attached as Exhibit B to this Fifth Amendment. The following general terms apply:"

C. **Pond Project Costs – Payment and Reimbursement.**

Section 7(b) vi of the Third Amendment is hereby deleted in its entirety and replaced with the following:

- i. The sum of all Improvement costs for the Pond Project, which are detailed in the certain Improvement Agreement adopted by West Haven City by Resolution 05-2024 in February of 2024, shall not exceed \$2,000,000.00 (the “**Pond Project Cap**”). Notwithstanding the foregoing, in no event shall the Developer’s contribution to the Pond Project Improvement costs, including their pro-rata share of any mutually agreed upon Add Alternate improvements, exceed \$1,200,000.00, which is 60% of the Pond Project Cap.
- ii. *A more detailed description of the construction process has been established with the creation of the construction plans, but the pro rata payment of each Parties’ portion of the construction costs for the Pond Project shall occur as follows:*
  1. Developer shall bond for any amounts listed in the bond estimate which have not yet been expended (for purposes of clarification, the bond amount shall be reduced by the amount of any work completed);
  2. City shall reimburse Developer for City’s portion of the work completed (i.e., 40%) within 7 business days of the execution of this Fifth Amendment;
  3. Once Developer believes the work performed by its contractors or subcontractors is satisfactory, it will prepare and submit to the city progress invoices related to that portion of the Improvements which have been completed.
  4. City shall thereafter have seven (7) business days to inspect that portion of the work completed and for which payment is being requested;
  5. If that portion of the work completed meets the required standards, the City shall authorize Developer in writing, via email, that payment(s) can be processed for requested invoices, at which point Developer shall issue payment to each of the respective contractors or subcontractors. Concurrently with its written email notice authorizing Developer to process the above-referenced payments, the City shall provide a bond release letter to the issuing bank and a copy of the same to Developer, via email;
  6. If that portion of the work completed does not meet the City’s approval, the City shall, within three (3) business days after inspection of the work, describe for Developer in a detailed written notice via email, any and all specific deficiencies it observes, and Developer shall then instruct its contractor(s) or subcontractor(s) to remedy the issue, after which the steps described in subsections (3)-(5) above shall be repeated.
  7. Within seven (7) business days after the City authorizes the Developer to issue payment for the portion of work completed, the City shall reimburse Developer its pro rata share of such payment (i.e., 40%), as outlined in the bond estimate.

8. Within a reasonable time after Developer issues payment as provided in subsection (5) above, Developer shall provide lien waivers to the City for all completed work invoiced and paid thereto, with such lien waivers to be delivered to City no later than the date on which Developer makes its next reimbursement request pursuant to subsections (3)-(5) above.

**D. Pond Project Construction Schedule.**

Section 7(b) vii (1) of the Third Amendment is hereby deleted in its entirety and replaced with the following:

- i. On or before October 1, 2024, Developer will complete certain Pond Project improvements as designated on Exhibit B.
- ii. On or before December 31, 2024, Developer will complete certain Pond improvements as designated by Exhibit B. Details of the outlet structure are shown on sheets C-202 and C-400 of The Green Farm 5-Acre Fishing Pond plans dated January 1, 2024. Details of the inlet structure are shown on sheets PP-3, PP-6, and C-500 of the 3650 South Road Extension plans dated February 1, 2024. Completion dates as shown in Column J on Exhibit B, as it pertains to the Pond improvements, shall be subject to reasonable extensions if the US Army Corps of Engineers (USACE), the Utah State Division of Water Rights (DWR), and/or any other third-party regulatory agency approvals are delayed (such approvals being necessary for stream alteration and City water point of diversion). The Parties anticipate that the aforementioned permits and/or approvals will be received on or before August 31, 2024. The performance of the Pond Project inlet/outlet system work contemplated herein shall also be subject to reasonable extensions in the event the irrigation season moratorium with the Canal company is extended beyond the anticipated cessation date in October 2024.
- iii. On or before May 31, 2025, Developer will complete the 3650 South Road improvements as shown on the approved plans:
  1. Construction of the 60' right of way known as 3650 South to connect with the existing 3650 South stub road in the Pheasant Cove Subdivision, subject to reasonable extensions if USACE, the DWR, or any other third-party regulatory agencies approvals are delayed. The Parties anticipate that the aforementioned permits and/or approvals will be received on or before August 31, 2024.
- iv. Developer shall have no liability for and shall not be considered in default for any delay(s) that have occurred or may occur as a result of delays in application submittals, or issuance of necessary approvals and/or permits from USACE or the DWR or any other third-party regulatory agencies.
- v. Notwithstanding any of the foregoing, all previous mentions of delays, stoppage of performance of any obligation under the MDA, or force majeure, shall continue in full force and effect. In the event of any prevention, delay, or stoppage of any obligation under the MDA due to labor disputes, material shortages, acts of nature, governmental restrictions, regulations, or controls, or any other casualty or cause beyond the

reasonable control of Developer, Developer shall be excused from performance of such obligation(s) for a period equal to the duration of that prevention, delay, or stoppage.

2. **Pro Rata Payment of Construction Costs – Community Center.** As part of this Fifth Amendment, the Third Amendment shall be amended as follows:

A. **Developer to Manage Third Party Payments.** Section 4(a)(ii) of the Third Amendment is hereby deleted and/or modified and replaced with the following:

- i. *Developer will pay 50% and the City will pay 50% of said development costs as they become due. Developer shall be responsible to any third parties individually for payments owed pursuant to properly requested invoices, and City shall reimburse Developer their share of those costs.*

B. **Payment Process for Community Center.** Section 4(a)(ix) of the Third Amendment is hereby deleted and/or modified and replaced with the following:

- i. *A more detailed description of the construction process shall be established with the creation of the construction plans, but the pro rata payment of each Parties' portion of the construction costs for the Community Center shall occur as follows:*
  1. Once Developer believes the work performed by its contractors or subcontractors is satisfactory, Developer will prepare and submit to the City progress invoices related to that portion of the Improvements which have been completed.
  2. The City shall thereafter have seven (7) business days to inspect that portion of the work completed and for which payment is being requested;
  3. If that portion of the work completed meets the required standards, the City shall authorize Developer in writing via email, that payment(s) can be processed for requested invoices, at which point Developer shall issue payment to each of the respective contractors or subcontractors. Concurrently with its written email notice authorizing Developer to process the above-referenced payments, the City shall provide a bond release letter to the issuing bank and a copy of the same to the Developer, via email;
  4. If that portion of the work completed does not meet the City's approval, the City shall, within three (3) business days after inspection of the work, describe for Developer in a detailed written notice via email, any and all specific deficiencies it observes, and Developer shall then instruct its contractor(s) or subcontractor(s) to remedy the issue, after which the steps described in items (1)-(3) above shall be repeated.
  5. Within seven (7) business days after the City authorizes the Developer to issue payment for the portion of work completed, the

City shall reimburse Developer its pro rata share of such payment (i.e., 50%), as outlined in the bond estimate.

6. Within a reasonable time after Developer issues payment as provided in subsection (3) above, Developer shall provide lien waivers to the City for all completed work invoiced and paid thereto, with such lien waivers to be delivered to City no later than the date on which Developer makes its next reimbursement request pursuant to subsections (1)-(3) above.

**2. Streets and Alleys.** Subsection 8(a)(iii) of the Third Amendment is hereby deleted in its entirety and replaced with the following:

“iii. The Developer recorded the streets referenced herein as a public right-of-way. Such streets are not to be considered “private” streets but have been improved in accordance with approved plans and specifications. However, no on-street parking will be allowed on these public rights-of-way. Developer has installed off-street parking to satisfy this condition.”

**3. Amendments and Modifications.** The terms of the MDA, including the prior amendments, are hereby modified to the extent necessary to allow for the amended terms described in this Fifth Amendment. Unless specifically modified or amended herein, all prior terms and conditions of the MDA and all prior amendments remain the same, in full force and effect. If a conflict arises between the terms of the MDA, or any of the prior amendments, the terms of this Fifth Amendment shall govern.

**4. No Current Defaults.** The Parties acknowledge and agree that upon execution of this Fifth Amendment, and on the effective date of this Fifth Amendment neither Party has any defaults or unresolved claims against the other under the terms of the MDA (as amended) and the MDA, as amended, with its vested rights and obligations of each Party is in full force and effect.

**5. Authorization.** Each Party has reviewed the terms of this Fifth Amendment with legal counsel and each individual signing for each Party represents that the individual signing for each Party has received the proper authority to sign this Fifth Amendment for and on behalf of that Party.

*[remainder of page intentionally left blank]*

*[Signature Pages Related to Fifth Amendment to MDA]*

IN WITNESS WHEREOF, the undersigned has executed this Fifth Amendment to the MDA as of the date written above.

WEST HAVEN CITY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to Form:

WEST HAVEN CITY ATTORNEY:

\_\_\_\_\_

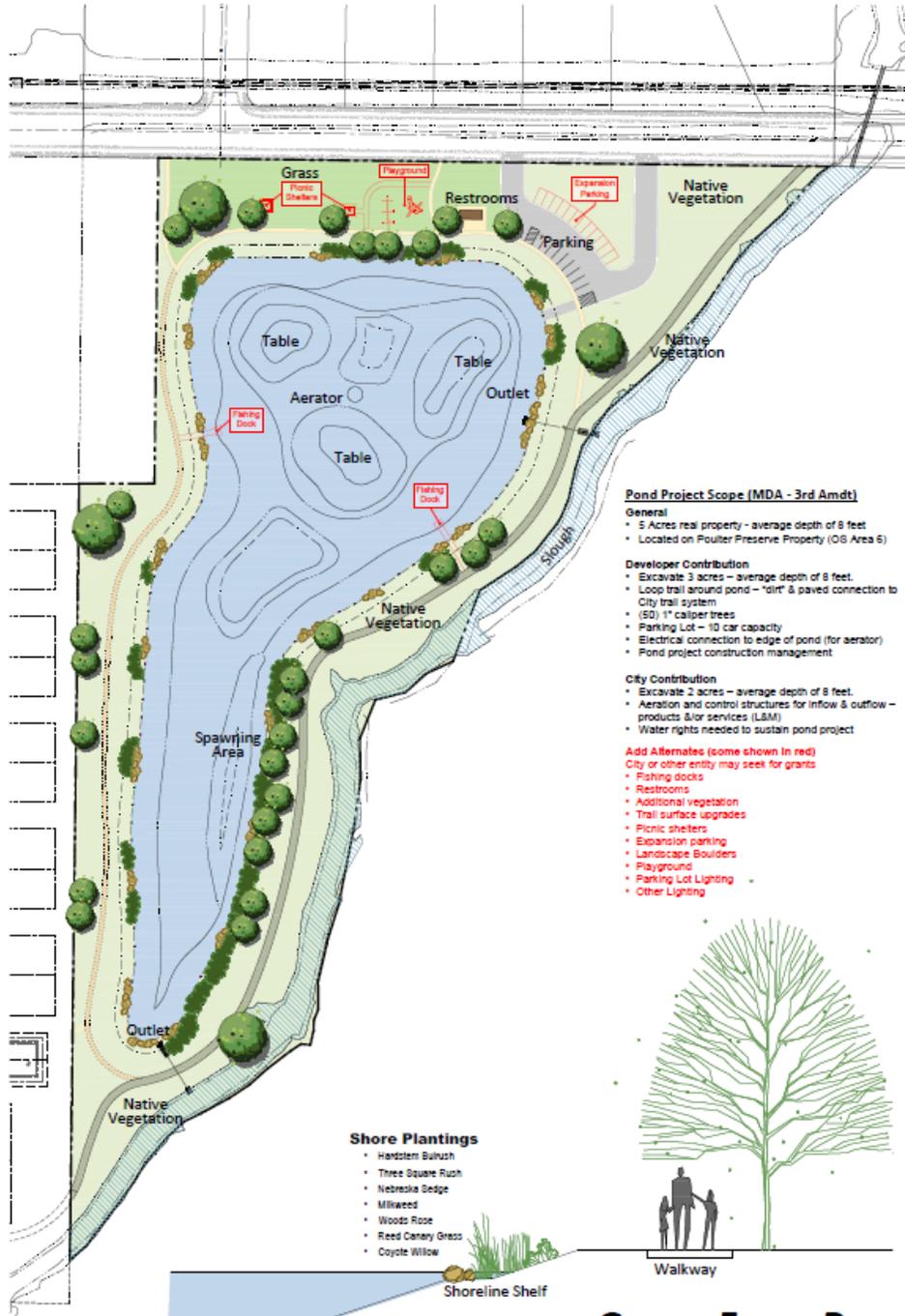
*[Signature Pages Related to Fifth Amendment to MDA]*

MASTER DEVELOPER

By: \_\_\_\_\_  
Its: Manager

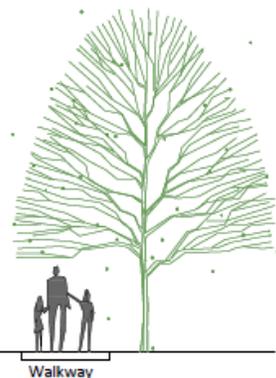
## EXHIBIT A

### Pond Concept Plan, as attached to the Improvement Agreement Regarding the Pond, as approved by West Haven City on February 21, 2024.



- Pond Project Scope (MDA - 3rd Amdt)**
- General**
- 5 Acres real property - average depth of 8 feet
  - Located on Poulter Preserve Property (OS Area 6)
- Developer Contribution**
- Excavate 3 acres - average depth of 8 feet.
  - Loop trail around pond - "dirt" & paved connection to City trail system
  - (50) 1" caliper trees
  - Parking Lot - 10 car capacity
  - Electrical connection to edge of pond (for aerator)
  - Pond project construction management
- City Contribution**
- Excavate 2 acres - average depth of 8 feet.
  - Aeration and control structures for inflow & outflow - products &/or services (L&M)
  - Water rights needed to sustain pond project
- Add Alternates (some shown in red)**
- City or other entity may seek for grants
  - Fishing docks
  - Restrooms
  - Additional vegetation
  - Trail surface upgrades
  - Picnic shelters
  - Expansion parking
  - Landscape Boulders
  - Playground
  - Parking Lot Lighting
  - Other Lighting

- Shore Plantings**
- Hardstem Bulrush
  - Three Square Rush
  - Nebraska Sedge
  - Milkweed
  - Woods Rose
  - Reed Canary Grass
  - Coyote Willow



November 30, 2022

## Green Farm Pond at Poulter Preserve (Open Space Area 6) West Haven, Utah

## EXHIBIT B

### Project Scope, Responsibility, and Estimated Completion Dates

	B	C	D	E	F	G	H	I	J	K	L
1	<b>EXHIBIT B</b>										
2	<i>Pond Project Scope, Responsibility, and Estimated Completion Dates</i>										
3											
4	<i>Source: Bond Estimate Approved 2/21/2024</i>										
6	Project Name:	Green Farm - Open Space 6 - Pond									
7											
8	Project Location:	Approx 3650 S 4000 West, West Haven									
10											
11											
12											
14	Item Description	Financial Responsibility	Estimated Quantity	Unit	Estimated Completion Date						
15	(Financial responsibility: C=Combined [60% NH, 40% WHC], N=Nilson Homes; W=West Haven City)										
16	<b>POND EXCAVATION &amp; SITE WORK</b>										
17	<b>SWPPP</b>										
17	Construction Entrance	C	2.00	EA	complete						
18	Silt Fence or Straw Wattle	C	1,200.00	LF	complete						
19	Street Sweeping	C	36.00	DAYS	complete						
20	Concrete Washout	C	1.00	EA	complete						
21	Inlet Protection - Parking lot	C	1.00	EA	10/1/2024						
22	Portable Sanitation	C	4.00	MO	complete						
23											
24	<b>Excavation</b>										
25	West Haven City Property (formerly L. Poulter property)										
26	Excavation - Cut Pond Site & Haul to Windsor Park	W	33,600.00	CY	complete						
27	Place & Level Dirt at Windsor Park Site (2700 S 3150 W)	W	33,600.00	CY	complete						
28	Addtl. Grading of Windsor (outside of original pond scope)	W	1.00	LS	10/1/2024						
29	Cobble to get trucks in and out of Windsor Park property	W	1.00	LS	complete						
30	Nilson Homes Purchased Property (formerly R. Poulter property)										
31	Excavation - Cut Pond Site & Place Onsite (Parcel F)	N	50,400.00	CY	complete						
32	Combined Excavation Costs										
33	Cobble Material at Pond for Truck Loading	C	1.00	LS	complete						
34	De-watering - Budget	C	1.00	LS	complete						
35	Traffic Sign at both sites	C	1.00	LS	complete						
36	1" Crushed 4" Deep Gravel along No. bank	C	1.00	LS	complete						
37	Trees in Pond for Fish Habitat - Procure, move, place	C	1.00	LS	complete						
38											
39	<b>Sanitary Sewer, Culinary Water &amp; Secondary Water (3650 S E to Parking Lot)</b>										
40	10" PVC SS Main w/fittings, M/H, Conn exist, etc. (Parcel F)	N	1.00	LS	10/1/2024						
41	1-1/2" Low Pressure Sewer Lateral (Pump by others)	C	480.00	LF	10/1/2024						
42	8" PVC CW Main w/MH & fittings, hydrants, Conn exist, etc. (Parcel F)	N	1.00	LS	10/1/2024						
43	1" Water service to Park - Poly	C	500.00	LF	10/1/2024						
44	8" PVC SW Main w/fittings, Conn exist, etc. (Parcel F)	N	1.00	LS	10/1/2024						
45	2" Secondary service	C	1.00	EA	10/1/2024						
46	1" Sec Wtr Meter Connection (meter, radio, box, valve, etc.)	C	1.00	LS	10/1/2024						
47	Restrooms - City obtaining grants	W	1.00	LS	per city execution						
48	Restroom Addtl Expense - (pad prep, power, grinder pump, lateral etc.)	C	1.00	LS	dependent on #47						
49											
50	<b>Pond Inlet/Outlet, Aeration</b>										
51	24" HDPE	W	417.00	LF	12/31/2024						
52	18" Flared Ends	W	2.00	EA	12/31/2024						
53	5x5x5 Inlet/Outlet structure w/Trash Rack & Step Drain	W	1.00	EA	12/31/2024						
54	Trash rack on flared end outlet	W	1.00	EA	12/31/2024						
55	Storm Drain Cleanout	W	1.00	EA	12/31/2024						
56	Aeration System per Plan	W	1.00	LS	12/31/2024						
57											

58	<b>Parking &amp; DNR Ramp</b>				
59	Parking Lot				
60	Concrete Ribbon Curb	N	950.00	LF	10/1/2024
61	Wheel Stops	N	10.00	EA	10/1/2024
62	10" Roadbase	N	11,000.00	SF	complete
63	3" Asphalt	N	11,000.00	SF	10/1/2024
64	Fine grade	N	11,000.00	SF	10/1/2024
65	Striping	N	1.00	LS	10/1/2024
66	ADA Signs	N	1.00	EA	10/1/2024
67	Concrete Ramp w/rebar & cut-off wall (Fish Stocking)	C	1.00	LS	complete
68	Tire Stops on Ramp w/Rebar Pins	C	2.00	EA	complete
69	Lighting - 2-Head LED Light w/base	C	1.00	EA	10/1/2024
70					
71	<b>Walkways &amp; Trails</b>				
72	Rough Cut Trails & Walkways	N	1.00	LS	complete
73	6" Roadbase - Incl base, fine grade, comp	N	21,900.00	SF	10/1/2024
74	6" Roadbase - Incl base, fine grade, comp (Asph Trail 9'6")	N	1,536.00	SF	10/1/2024
75	3" x 8'-6" Asphalt Trail along slough	N	13,100.00	SF	dependent on #91
76	5' Conc Sidwalk - East trail to dirt on west; Base already placed	C	1,160.00	LF	10/1/2024
77	6' Conc sidewalk adjacent to Parking Lot; Base already placed	C	240.00	LF	10/1/2024
78					
80	<b>Landscaping</b>				
81	Trees - 2-1/2" caliper	N	25.00	EA	10/1/2024
82	Drip Line Valves & Lines to Trees	N	1.00	LS	10/1/2024
83	Landscape Boulders	C	15.00	Loads	10/1/2024
84					
85	<b>Miscellaneous</b>				
86	RMP Power Extension from Fields 4 or Parcel F	N	1.00	LS	10/1/2024
87	Road crossings, conduit & elbows for power extension (del to site)	N	1.00	LS	10/1/2024
88	Sec Water Fee/Water Shares - Weber Basin	C	1.00	LS	10/1/2024
89	Stream Alteration Permitting (Inlet/Outlet, Road)	C	1.00	LS	10/1/2024
90	Project Engineering	C	1.00	LS	10/1/2024
91	Docks - City obtaining grants	W	2.00	LS	per city execution
92	Docks Addtl Expense - Design, misc const costs, unknown	C	1.00	LS	dependent on #91
93	Project Construction Management - Nilson Land	C	0.05	% Total Cost	
94					
95	Agreed Upon Add-Alternates -to be completed only if funds remain under the \$2,000,000 total project cost cap (\$1,200,000 Nilson/\$800,000 WHC project cost caps)		Estimated Quantity	Unit	Priority
96	Concrete Sidewalk around Playground (w/16" thickened edge)	C	140.00	LF	1
97	Sod & Sprinklers (Playground Area)	C	33,872.00	SF	2
98	Natural Seeding - Drill or Hydro (non-irrigated cabin or meadow grass)	C	1.00	LS	3
99	Picnic pavilions - 16'x16'	C	2.00	EA	4
100	Drip Line Valves & Lines to Bank Vegetation	C	1.00	LS	5
101	Vegetation Material Around Pond per DWR recommendations	C	1.00	LS	6
102					
103					
104	<b>3650 S Road Improvement Project Scope</b>				
105	3650 S ROW extension to Pond Parking Lot	N	1.00	EA	10/1/2024
106	3650 S ROW extension from Pond Parking Lot to Pheasant Cove	N	1.00	EA	5/31/2025
107					
108	All estimated completion dates are subject to reasonable extensions as necessitated by third-party regulatory delays, moratoriums, availability of materials, labor disputes, acts of nature, governmental restrictions, regulations, or controls, or any other casualty or cause beyond the reasonable control of Developer.				

# Planning Commission Staff Review Memo

June 26, 2024  
Alika Murphy, City Planner I



## Riverwalk MDA-2<sup>nd</sup> Amendment

### Background

The city entered into a Master Development Agreement (MDA) for Riverwalk, LLC on March 6, 2019 and recorded in Entry No. 2971288 at the Weber County Recorder's office. Then Riverwalk entered into a first amendment on November 6, 2019 and recorded in Entry No. 3120255 at the Weber County Recorder's office. Phase 1 of Riverwalk has since been bought by new owners and is split into Riverwalk TH I and Riverwalk TH II ICG LLC. The second amendment is to build a new office building within their common area. The attached plat shows the placement of the new office building along with the proposed concept site plan.

### Analysis

Attached is the revised updated portion of the MDA. The Developer has been working with staff to make sure that everything is acceptable.

Sample Motion:

*"I motion to recommend approval of this MDA second amendment to City Council for Riverwalk TH I and Riverwalk TH II ICG LLC."*

*"I motion to recommend approval of this MDA second amendment to City Council for Riverwalk TH I and Riverwalk TH II ICG LLC with the following changes...."*

*"I motion to recommend denial of this MDA second amendment to City Council for Riverwalk TH I and Riverwalk TH II ICG LLC."*

Return recorded document to:

Riverwalk TH I ICG  
901 Fifth Avenue, Suite 4100  
Seattle, WA 98164  
Attention: Matt Christensen

Tax ID's: 15-713-0001 thru 15-713-0110,  
15-713-0113 & 15-713-0114

## **FIRST AMENDMENT TO RECIPROCAL PERMANENT ACCESS EASEMENT**

**THIS FIRST AMENDMENT TO RECIPROCAL PERMANENT ACCESS EASEMENT** (“**Amendment**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by RIVERWALK TH I ICG LLC, a Washington limited liability company (“**Riverwalk TH I**”), and RIVERWALK TH II ICG LLC, a Washington limited liability company (“**Riverwalk TH II**”). Riverwalk TH I and Riverwalk TH II are referred to herein collectively as the “**Owners.**” Capitalized terms used by not otherwise defined herein shall have the meanings set forth in the Easement (as defined below).

### **RECITALS**

**WHEREAS**, Riverwalk TH I is the fee simple owner of certain land situated in Weber County, Utah, and legally described in attached Exhibit A (“**Riverwalk TH I Property**”).

**WHEREAS**, Riverwalk TH II is the fee simple owner of certain land situated in Weber County, Utah, and legally described in attached Exhibit B (“**Riverwalk TH II Property**”).

**WHEREAS**, the Riverwalk TH I Property and the Riverwalk TH II Property are subject to that certain Reciprocal Permanent Access Easement dated May 14, 2021 and recorded May 14, 2021, as Entry No. 3153026 (“**Easement**”).

**WHEREAS**, in connection with the Riverwalk Townhomes No. 1 – 1<sup>st</sup> Amendment, as shown on the plat recorded in Book \_\_\_\_, Pages \_\_\_\_ records of Weber County, Utah (“**Amended Plat**”), the Owners amended Riverwalk Townhomes No. 1, as shown on the plat recorded in Book 87, Pages 29-32 records of Weber County, Utah (“**Riverwalk Plat**”) to (i) create new Unit A, Limited Common Area Unit A, and Common Area D, and (ii) change the character of portions of Common Area A, B, & C as shown on the Riverwalk Plat to be Unit A, Limited Common Area Unit A, and Common Area D as shown on the Amended Plat. Riverwalk TH I is the fee simple owner of (1) Units 1 – 35, Common Area A, B, & C, and all Private Roads as shown on the Riverwalk Plat, and (2) Unit A, Limited Common Area Unit A, Common Area D, and all Private Roads as shown on the Amended Plat.

**WHEREAS**, the Owners desire to enter into this Amendment to amend and modify the Easement with respect to Unit A, Limited Common Area Unit A, and Common Area D, as further set forth herein.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided, the adequacy and receipt of which are hereby acknowledged, the Owners hereby voluntarily amend and modify the Easement, which shall run with the land and be binding upon the Riverwalk TH I Property and Riverwalk TH II Property.

1. Recitals. The recitals herein are true and correct and are hereby incorporated into and made a part of this Amendment.

2. Unit A and Common Area D Easement. Riverwalk TH I grants a nonexclusive easement to Riverwalk TH II for access to and use of Unit A, Limited Common Area Unit A, Common Area D and all Private Roads as set forth on the Amended Plat (“**Unit A and Common Area D Easement**”). The Unit A and Common Area D Easement is located where Unit A, Limited Common Area Unit A, Common Area D, and all Private Roads are now existing as set forth on the Amended Plat, and in such locations as may be designated in the future. The Unit A and Common Area D Easement shall run with the land, and inure to the benefit of and bind the heirs, successors, grantees, and assigns of Owners hereto. Unless otherwise agreed by the Owners, the Unit A and Common Area D Easement shall remain in full force and effect so long as Riverwalk TH II is not in default of its obligations hereunder. No right of access or use is granted to the general public with respect to the Unit A and Common Area D Easement.

3. Reservation of Rights. Riverwalk TH I reserves the right to use Unit A, Limited Common Area Unit A, Common Area D, and all Private Roads as set forth on the Amended Plat, and the Unit A and Common Area D Easement, for any purposes not inconsistent with the rights of Riverwalk TH II under this Amendment.

5. Maintenance. Riverwalk TH I, together with its successors and assigns, and Riverwalk TH II, together with its successors and assigns, shall share in all costs associated with the maintenance, repair, or improvement of Unit A, Limited Common Area Unit A, Common Area D, and all Private Roads as set forth on the Amended Plat, together with Common Area A, B, & C and all Private Roads as set forth on the Riverwalk Plat (as amended by the Amended Plat). In the event that either Owner causes damage to any of the foregoing said Owner responsible for the damage shall promptly cause the damage to be repaired at its sole cost and expense, without cost to any other Owner.

6. Default. If either party hereto shall default in the performance of any obligation required hereunder and if upon the expiration of fifteen (15) days after written notice from the non-defaulting party stating with particularity the nature and extent of such default, the defaulting party has failed to cure such default, and if a diligent effort is not then being made to cure such default, then the non-defaulting party, in addition to all other remedies it may have at law or in equity, shall

have the right to perform such obligations on behalf of the defaulting party and to be reimbursed by the defaulting party for the cost thereof with interest at the lesser of twelve percent (12%) or the maximum rate allowed by law. Any such claim for reimbursement, together with interest as aforesaid, shall be a secured right and a lien shall attach and take effect upon recordation of a prior claim of lien by the non-defaulting party in the real property records of Weber County, Utah.

7. Applicable Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Utah. If any controversy, claim or dispute relating to the rights and duties set forth herein shall arise, and such controversy, claim or dispute result in litigation, or in the event it becomes necessary for either Owner to commence litigation to enforce any of the provisions set forth herein, the Owner that is the prevailing party in such litigation shall be entitled to recover from the other its reasonable attorneys' fees, expenses, and costs established by the court in such action by separate action brought for that purpose.

8. Entire Agreement. This Amendment contains the entire agreement between the Owners with respect to the subject matter herein and this Amendment may not be modified except in a writing signed by all of the then Owners of the Riverwalk TH I Property and Riverwalk TH II Property, and such writing shall be recorded in the real property records of Weber County, Utah.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Owners hereto have executed this Amendment by and through their respective, duly authorized representatives.

**RIVERWALK TH I:**

**Riverwalk TH I ICG LLC,**  
a Washington limited liability company

By: ICG Apartment Fund 8 Manager LLC,  
a Washington limited liability company,  
its Manager

By: \_\_\_\_\_  
Name: Michael A. Christian  
Its: Manager

STATE OF WASHINGTON            )  
  ) ss:  
COUNTY OF KING)

On the \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me Michael A. Christian, Manager of ICG Apartment Fund 8 Manager LLC, a Washington limited liability company, Manager of Riverwalk TH I ICG LLC, a Washington limited liability company, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same for and on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



## Exhibit A

### Riverwalk TH I Property Legal Description

Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34 & 35, RIVERWALK TOWNHOMES NO 1, West Haven City, Weber County, Utah, as shown on the Plat recorded in Book 87, Pages 29-32; and

ALL OF COMMON AREA A, B, & C and all Private Roads in RIVERWALK TOWNHOMES NO. 1, WEST HAVEN CITY, WEBER COUNTY, UTAH, AS SHOWN ON THE PLAT RECORDED IN BOOK 87, PAGES 29-32, Less and Except that portion in Riverwalk Townhomes No. 2 as shown on the Plat recorded in Book 89, Page 46; and

Unit A, RIVERWALK TOWNHOMES NO 1-1<sup>st</sup> Amendment, West Haven City, Weber County, Utah, as shown on the Plat recorded in Book [REDACTED], Pages [REDACTED]; and

ALL OF LIMITED COMMON AREA UNIT A, COMMON AREA D and all Private Roads in RIVERWALK TOWNHOMES NO 1-1<sup>st</sup> Amendment, West Haven City, Weber County, Utah, as shown on the Plat recorded in Book [REDACTED], Pages [REDACTED].

TOGETHER WITH rights established by Reciprocal Permanent Access Easement dated May 14, 2021 and recorded May 14, 2021, as Entry No. 3153026.

**[NTD: PRIOR TO FINALIZATION, SIGNATURE, AND RECORDATION NEED TO FINALIZE LEGAL DESCRIPTION TO ACCOUNT FOR NEWLY CREATED UNIT A AND LIMITED COMMON AREA UNIT A IN AMENDED PLAT.]**

**Exhibit B**

**Riverwalk TH II Property Legal Description**

UNITS 36 THRU 110, RIVERWALK TOWNHOMES PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE WEBER COUNTY RECORDER'S OFFICE, STATE OF UTAH.

TOGETHER WITH RECIPROCAL PERMANENT ACCESS EASEMENT, RECORDED MAY 14, 2021, AS ENTRY NO. 3153026.

**SECOND AMENDMENT TO  
MASTER DEVELOPMENT AGREEMENT**

This SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT (“**2<sup>nd</sup> Amendment**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by RIVERWALK TH I ICG LLC, a Washington limited liability company (“**Riverwalk TH I**”), and RIVERWALK TH II ICG LLC, a Washington limited liability company (“**Riverwalk TH II**” and together with Riverwalk TH I, “**Owner**”), and the City of West Haven, a Utah municipal corporation (“**City**”). Capitalized terms used by not otherwise defined herein shall have the meanings set forth in the MDA (as defined below).

**RECITALS**

**WHEREAS**, the City and RIVERWALK, LLC, a Utah limited liability company (“**Developer**”), entered into that Master Development Agreement between City of West Haven, Utah and Riverwalk, LLC dated as of March 6, 2019 and recorded March 25, 2019 as Entry No. 2971288 in the office of the Weber County Recorder, as amended by that First Amendment to Riverwalk, LLC Master Development Agreement dated November 6, 2019, recorded January 25, 2021, as Entry No. 3120255 , in the office of the Weber County Recorder (as so amended, the “**MDA**”).

**WHEREAS**, the MDA provides certain terms and conditions under which Developer and its successors and assigns, including Owner, may develop and operate the “Property” as defined, depicted, and legally described in the MDA.

**WHEREAS**, Owner, as an indirect successor-in-interest to Developer, as of the date hereof, owns a fee title interest in the real property described on attached Schedule 1 (the “**Riverwalk Townhomes No. 1 Property**”), and the Riverwalk Townhomes No. 1 Property comprises a portion of the Property (as defined in the MDA) and is subject to the terms and conditions of the MDA.

**WHEREAS**, Owner and the City desire to amend the MDA with respect to only the Riverwalk Townhomes No. 1 Property as set forth herein.

**AGREEMENT**

**NOW, THEREFORE**, for valuable consideration received, the receipt and sufficiency of which is hereby acknowledged by all parties, Owner and the City do hereby covenant and agree as follows:

1. Riverwalk Townhomes No. 1 Property Development. The MDA is amended to allow Owner to construct and develop a leasing office (“**Leasing Office**”) at the Riverwalk Townhomes No. 1 Property for the sole and exclusive use by Owner, pursuant to and to the extent set forth in a separate agreement to be entered into between the two parties comprising Owner, in connection with Owner’s ownership and operation of the Riverwalk Townhomes No. 1 Property. The Leasing Office will be constructed pursuant to plans and specifications prepared by or on behalf of Owner, and submitted to and approved by the City. Owner shall be permitted to construct the Leasing Office in a certain portion of the Riverwalk Townhomes No. 1 Property designated as “Common Area” by the plat of Riverwalk Townhomes No. 1 recorded in Book 87, Pages 29-32 (“**Riverwalk TH No. 1 Plat**”). In connection with the construction and development of the Leasing Office, Owner shall be permitted to amend the Riverwalk TH No. 1 Plat, and any declarations, covenants, conditions, and restrictions therein, as necessary to permit and allow the construction, development, and use of the Leasing Office by Owner in the Common Area of

the Riverwalk Townhomes No. 1 Property as designated in the Riverwalk TH No. 1 Plat. The City has approved the amendments to the MDA set forth herein and the recording of Owner's proposed amendment to the Riverwalk TH No. 1 Plat depicted and described on attached Schedule 2 ("**Amended Plat**").

2. Walking/Biking Trail The Riverwalk TH No. 1 Plat depicts a walking/biking trail ("**Trail**") that is no longer contemplated by the City and Owner, and no longer required by the City under the MDA. As of the mutual execution and delivery of this 2<sup>nd</sup> Amendment by Owner and the City, any and all obligations of Owner to construct such Trail at the Riverwalk Townhomes No. 1 Property are extinguished and the parties agree that the Trail will not be constructed. The Amended Plat, attached as Schedule 2, is amended to not show a Trail.

3. Incorporation by Reference. The terms of the MDA (as amended hereby) are incorporated herein by reference.

4. Counterparts. This 2<sup>nd</sup> Amendment may be executed and delivered (electronic or otherwise) in two counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

5. Recordation. Upon the mutual execution and delivery of this 2<sup>nd</sup> Amendment, Owner may record this 2<sup>nd</sup> Amendment and the Amended Plat in the office of the Weber County Recorder.

[Signature Pages Follow]





**Riverwalk TH II ICG LLC,**  
a Washington limited liability company

By: ICG Apartment Fund 8 Manager LLC,  
a Washington limited liability company, its manager

By: \_\_\_\_\_  
Name: Michael A. Christian  
Its: Manager

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF KING                        )

On this day personally appeared before me Michael A. Christian, Manager of ICG Apartment Fund 8 Manager LLC, Manager of Riverwalk TH II ICG LLC, to me known to be the person that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said person.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Name (printed) \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
\_\_\_\_\_, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

## Schedule 1

### Riverwalk Townhomes No. 1 Property Legal Description

#### PARCEL 1:

Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34 & 35, RIVERWALK TOWNHOMES NO 1, West Haven City, Weber County, Utah, as shown on the Plat recorded in Book 87, Pages 29-32; and

ALL OF COMMON AREA A, B, & C and all Private Roads in RIVERWALK TOWNHOMES NO. 1, WEST HAVEN CITY, WEBER COUNTY, UTAH, AS SHOWN ON THE PLAT RECORDED IN BOOK 87, PAGES 29-32, Less and Except that portion in Riverwalk Townhomes No. 2 as shown on the Plat recorded in Book 89, Page 46.

TOGETHER WITH rights established by Reciprocal Permanent Access Easement dated May 14, 2021 and recorded May 14, 2021, as Entry No. 3153026.

#### PARCEL 2:

UNITS 36 THRU 110, RIVERWALK TOWNHOMES PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE WEBER COUNTY RECORDER'S OFFICE, STATE OF UTAH.

TOGETHER WITH RECIPROCAL PERMANENT ACCESS EASEMENT, RECORDED MAY 14, 2021, AS ENTRY NO. 3153026.

**Schedule 2**

**Amended Plat**

[See attached]



## SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

This SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT (“**2<sup>nd</sup> Amendment**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by RIVERWALK TH I ICG LLC, a Washington limited liability company (“**Riverwalk TH I**”), and RIVERWALK TH II ICG LLC, a Washington limited liability company (“**Riverwalk TH II**” and together with Riverwalk TH I, “**Owner**”), and the City of West Haven, a Utah municipal corporation (“**City**”). Capitalized terms used by not otherwise defined herein shall have the meanings set forth in the MDA (as defined below).

### RECITALS

**WHEREAS**, the City and RIVERWALK, LLC, a Utah limited liability company (“**Developer**”), entered into that Master Development Agreement between City of West Haven, Utah and Riverwalk, LLC dated as of March 6, 2019 and recorded March 25, 2019 as Entry No. 2971288 in the office of the Weber County Recorder, as amended by that First Amendment to Riverwalk, LLC Master Development Agreement dated November 6, 2019, recorded January 25, 2021, as Entry No. 3120255, in the office of the Weber County Recorder (as so amended, the “**MDA**”).

**WHEREAS**, the MDA provides certain terms and conditions under which Developer and its successors and assigns, including Owner, may develop and operate the “Property” as defined, depicted, and legally described in the MDA.

**WHEREAS**, Owner, as an indirect successor-in-interest to Developer, as of the date hereof, owns a fee title interest in the real property described on attached Schedule 1 (the “**Riverwalk Townhomes No. 1 Property**”), and the Riverwalk Townhomes No. 1 Property comprises a portion of the Property (as defined in the MDA) and is subject to the terms and conditions of the MDA.

**WHEREAS**, Owner and the City desire to amend the MDA with respect to only the Riverwalk Townhomes No. 1 Property as set forth herein.

### AGREEMENT

**NOW, THEREFORE**, for valuable consideration received, the receipt and sufficiency of which is hereby acknowledged by all parties, Owner and the City do hereby covenant and agree as follows:

1. Riverwalk Townhomes No. 1 Property Development. The MDA is amended to allow Owner to construct and develop a leasing office (“**Leasing Office**”) at the Riverwalk Townhomes No. 1 Property for the sole and exclusive use by Owner, pursuant to and to the extent set forth in a separate agreement to be entered into between the two parties comprising Owner, in connection with Owner’s ownership and operation of the Riverwalk Townhomes No. 1 Property. The Leasing Office will be constructed pursuant to plans and specifications prepared by or on behalf of Owner, and submitted to and approved by the City. Owner shall be permitted to construct the Leasing Office in a certain portion of the Riverwalk Townhomes No. 1 Property designated as “Common Area” by the plat of Riverwalk Townhomes No. 1 recorded in Book 87, Pages 29-32 (“**Riverwalk TH No. 1 Plat**”). In connection with the construction and development of the Leasing Office, Owner shall be permitted to amend the Riverwalk TH No. 1 Plat, and any declarations, covenants, conditions, and restrictions therein, as necessary to permit and allow the construction, development, and use of the Leasing Office by Owner in the Common Area of

the Riverwalk Townhomes No. 1 Property as designated in the Riverwalk TH No. 1 Plat. The City has approved the amendments to the MDA set forth herein and the recording of Owner's proposed amendment to the Riverwalk TH No. 1 Plat depicted and described on attached Schedule 2 ("**Amended Plat**").

2. Walking/Biking Trail The Riverwalk TH No. 1 Plat depicts a walking/biking trail ("**Trail**") that is no longer contemplated by the City and Owner, and no longer required by the City under the MDA. As of the mutual execution and delivery of this 2<sup>nd</sup> Amendment by Owner and the City, any and all obligations of Owner to construct such Trail at the Riverwalk Townhomes No. 1 Property are extinguished and the parties agree that the Trail will not be constructed. The Amended Plat, attached as Schedule 2, is amended to not show a Trail.

3. Incorporation by Reference. The terms of the MDA (as amended hereby) are incorporated herein by reference.

4. Counterparts. This 2<sup>nd</sup> Amendment may be executed and delivered (electronic or otherwise) in two counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

5. Recordation. Upon the mutual execution and delivery of this 2<sup>nd</sup> Amendment, Owner may record this 2<sup>nd</sup> Amendment and the Amended Plat in the office of the Weber County Recorder.

[Signature Pages Follow]







## Schedule 1

### Riverwalk Townhomes No. 1 Property Legal Description

#### PARCEL 1:

Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34 & 35, RIVERWALK TOWNHOMES NO 1, West Haven City, Weber County, Utah, as shown on the Plat recorded in Book 87, Pages 29-32; and

ALL OF COMMON AREA A, B, & C and all Private Roads in RIVERWALK TOWNHOMES NO. 1, WEST HAVEN CITY, WEBER COUNTY, UTAH, AS SHOWN ON THE PLAT RECORDED IN BOOK 87, PAGES 29-32, Less and Except that portion in Riverwalk Townhomes No. 2 as shown on the Plat recorded in Book 89, Page 46.

TOGETHER WITH rights established by Reciprocal Permanent Access Easement dated May 14, 2021 and recorded May 14, 2021, as Entry No. 3153026.

#### PARCEL 2:

UNITS 36 THRU 110, RIVERWALK TOWNHOMES PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE WEBER COUNTY RECORDER'S OFFICE, STATE OF UTAH.

TOGETHER WITH RECIPROCAL PERMANENT ACCESS EASEMENT, RECORDED MAY 14, 2021, AS ENTRY NO. 3153026.

**Schedule 2**

**Amended Plat**

[See attached]

# RIVERWALK TOWNHOMES No.1-1st Amendment

Also Amending a portion of WILSON LANE BUSINESS PARK subdivision, recorded Plat Book 63 page 36

PART OF THE NW 1/4 OF SECTION 25, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN  
WEST HAVEN CITY, WEBER COUNTY, UTAH

### OWNER'S DEDICATION

We the undersigned owners of the tract of land described in Riverwalk Townhomes No.1, a plat recorded as Plat book 87 pages 29-32 in the records of Weber County, Utah ("Riverwalk Plat"), do hereby amend said Riverwalk Plat as set forth in this Riverwalk Townhomes No.1-1st Amendment, an amendment to the Riverwalk Plat:

All dedications, conveyances, grants, reservations, and other rights given to "Riverwalk Home Owners Association" in the Riverwalk Plat are deemed to be made to Riverwalk TH I ICG LLC, a Washington limited liability company, and its successors and assigns. As of the date hereof, Riverwalk TH I ICG LLC, a Washington limited liability company, is the record owner of all Common Area A, B & C, and all Private Roads set forth in the Riverwalk Plat pursuant to the deed recorded on September 14, 2023 in Weber County, Utah under recording number 3298040.

We hereby recognize the existence of that Reciprocal Permanent Access Easement dated May 14, 2021 and recorded May 14, 2021 as Entry No. 3153026, as may be further amended and supplemented, as being a legal document associated with the land described in the Riverwalk Plat, and pursuant to which certain common areas, easements, and/or rights of way with respect to the land described in the Riverwalk Plat, as amended hereby, are utilized and maintained.

We hereby dedicate, grant, and convey Unit A, Limited Common Area Unit A to be attached to Unit A, and Common Area D as set forth in this in Riverwalk Townhomes No.1-1st Amendment, an amendment to the Riverwalk Plat, to Riverwalk TH I ICG LLC, a Washington limited liability company, and its successors and assigns.

### Limited Liability Company Acknowledgement

IN WITNESS WHEREOF, Riverwalk TH I ICG, LLC a Washington limited liability company and Riverwalk TH II ICG, LLC a Washington limited liability company has caused this instrument to be executed by its proper officer(s) hereunto duly authorized, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Riverwalk TH I ICG, LLC, a Washington limited liability company  
By: ICG Apartment Fund & Manager LLC, a Washington limited liability company, its Manager

By: \_\_\_\_\_  
Name: Michael A. Christian  
Its: Manager

Riverwalk TH II ICG, LLC, a Washington limited liability company  
By: ICG Apartment Fund & Manager LLC, a Washington limited liability company, its Manager

By: \_\_\_\_\_  
Name: Michael A. Christian  
Its: Manager

STATE OF WASHINGTON )  
COUNTY OF KING ) SS

On the date first above written personally appeared before me the above named signer(s), who, being by me duly sworn said that [he/she/they is/are] the Manager of said Limited Liability Company, and that the within and foregoing instrument was signed in behalf of said company by authority of its Articles of Organization, and the said signer(s) acknowledged to me that said company executed the same.  
As a Notary Public commissioned in Utah, WITNESS my hand and official stamp the date in this certificate first above written:

Notary Signature: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_  
(print name below signature):

### WEST HAVEN CITY PLANNING COMMISSION APPROVAL

This is to certify that this subdivision plat was duly approved by West Haven City Planning Commission on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

### WEST HAVEN CITY ACCEPTANCE

This is to certify that this subdivision plat, the dedication of streets, and the granting of easements and other public ways shown hereon are hereby approved and accepted.  
Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Mayor: Rob Vanderwood  
Attest:  
Title:

### WEST HAVEN CITY ATTORNEY

I hereby certify that the requirements of all applicable statutes and ordinances prerequisite to approval by the City attorney of the foregoing plat and dedications have been complied with.  
Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature \_\_\_\_\_

### WEST HAVEN CITY ENGINEER

Approved by the West Haven City Engineer on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

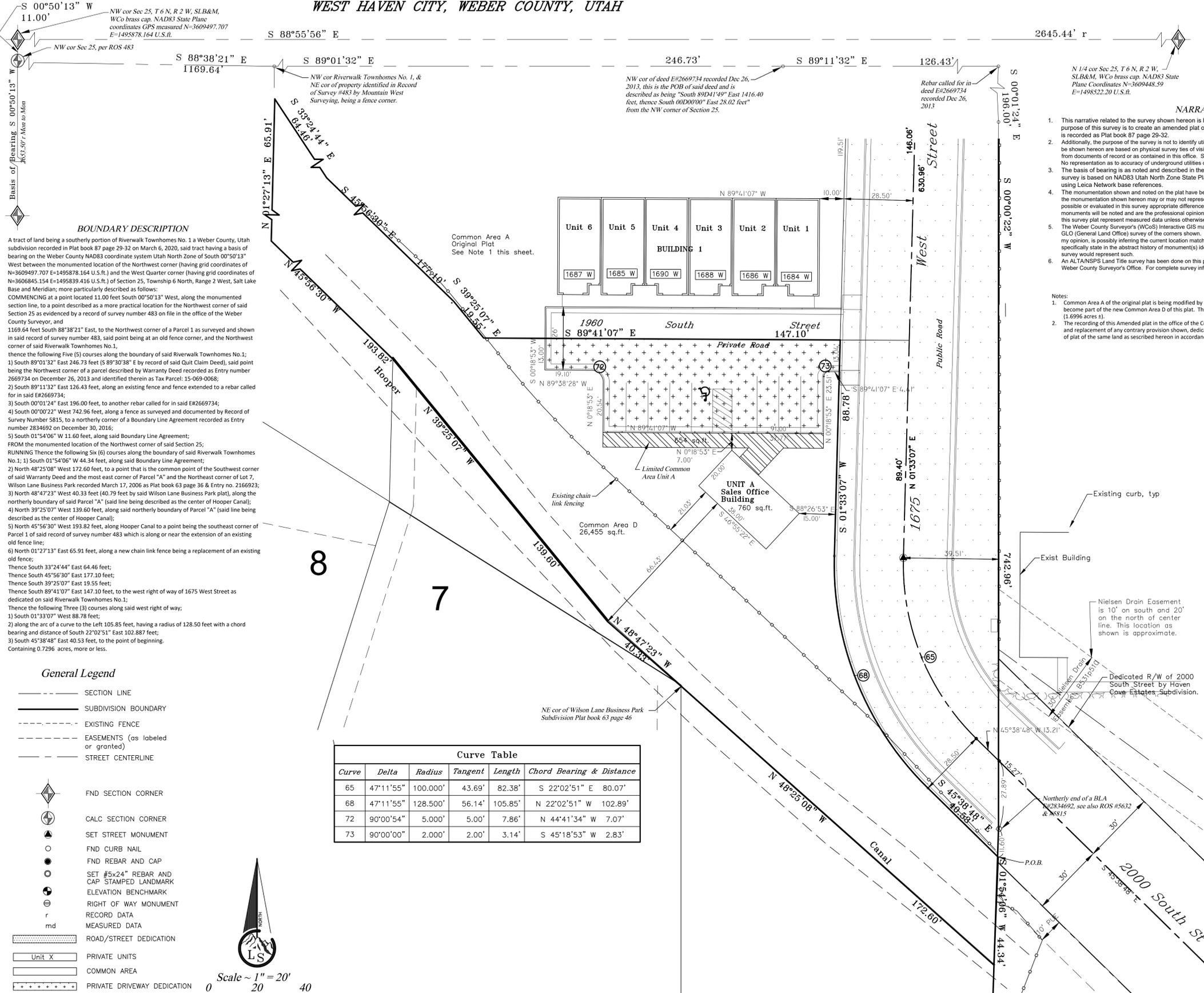
Signature \_\_\_\_\_

### SURVEYOR'S CERTIFICATE

I, Ernest D. Rowley, do hereby certify that I am a professional land surveyor in the State of Utah and hold license no. 171781-2201 in accordance with Title 58, Chapter 22 known as the Professional Engineers and Professional Land Surveyor's Licensing Act, have made a survey of the property(s) shown hereon in accordance with UCA 17-23-17, verifying measurements, and placing monuments as represented. That this plat was prepared from the field notes of this survey and from documents and records as noted hereon.



<p>Landmark Surveying, Inc. A Complete Land Surveying Service www.LandmarkSurveyUtah.com</p>		4646 South 3500 West - #A-3 West Haven, UT 84401 801-731-4075		Weber County Recorder Entry no. _____ Filed for record and recorded _____ day of _____, 20__ at _____ in book _____ of official records, on page _____ County Recorder: Leann H Kitts By Deputy: _____	
CLIENT: Investors Capital Group 901 5th Ave #4100, Seattle, WA 98164 Phone: 206-518-6070			1 of 1		
NW 1/4 of Section 25, Township 6 North, Range 2 West, Salt Lake Base and Meridian.			Amended Subdivision		
Revisions _____			DRAWN BY: EDR CHECKED BY: ... DATE: July 22, 2024 PROJ: 4437		



### BOUNDARY DESCRIPTION

A tract of land being a southerly portion of Riverwalk Townhomes No. 1 a Weber County, Utah subdivision recorded in Plat book 87 pages 29-32 on March 6, 2020, said tract having a basis of bearing on the Weber County NAD83 coordinate system Utah North Zone of South 00°50'13" West between the monumented location of the Northwest corner (having grid coordinates of N=3609497.707 E=1495878.164 U.S.ft.) and the West Quarter corner (having grid coordinates of N=3606845.154 E=1495839.416 U.S.ft.) of Section 25, Township 6 North, Range 2 West, Salt Lake Base and Meridian; more particularly described as follows:  
COMMENCING at a point located 11.00 feet South 00°50'13" West, along the monumented section line, to a point described as a more practical location for the Northwest corner of said Section 25 as evidenced by a record of survey number 483 on file in the office of the Weber County Surveyor, and 1169.64 feet South 88°38'21" East, to the Northwest corner of a Parcel 1 as surveyed and shown in said record of survey number 483, said point being at an old fence corner, and the Northwest corner of said Riverwalk Townhomes No.1,  
thence the following Five (5) courses along the boundary of said Riverwalk Townhomes No.1;  
1) South 89°01'32" East 246.73 feet (S 89°01'32" E) by record of said Quit Claim Deed, said point being the Northwest corner of a parcel described by Warranty Deed recorded as Entry number 2669734 on December 26, 2013 and identified therein as Tax Parcel: 15-069-0068;  
2) South 89°11'32" East 126.43 feet, along an existing fence and fence extended to a rebar called for in said E#2669734;  
3) South 00°01'24" East 196.00 feet, to another rebar called for in said E#2669734;  
4) South 00°00'22" West 742.96 feet, along a fence as surveyed and documented by Record of Survey Number 5815, to a northerly corner of a Boundary Line Agreement recorded as Entry number 2834692 on December 30, 2016;  
5) South 01°54'06" W 11.60 feet, along said Boundary Line Agreement;  
FROM the monumented location of the Northwest corner of said Section 25;  
RUNNING Thence the following Six (6) courses along the boundary of said Riverwalk Townhomes No.1; 1) South 01°54'06" W 44.34 feet, along said Boundary Line Agreement;  
2) North 48°25'08" West 172.80 feet, to a point that is the common point of the Southwest corner of said Warranty Deed and the most east corner of Parcel "A" and the Northeast corner of Lot 7, Wilson Lane Business Park recorded March 17, 2006 as Plat book 63 page 36 & Entry no. 2166923;  
3) North 48°47'23" West 40.33 feet (40.79 feet by said Wilson Lane Business Park plat), along the northerly boundary of said Parcel "A" (said line being described as the center of Hooper Canal);  
4) North 39°25'07" West 139.60 feet, along said northerly boundary of Parcel "A" (said line being described as the center of Hooper Canal);  
5) North 45°56'30" West 193.82 feet, along Hooper Canal to a point being the southeast corner of Parcel 1 of said record of survey number 483 which is along or near the extension of an existing old fence line;  
6) North 01°27'13" East 65.91 feet, along a new chain link fence being a replacement of an existing old fence;  
Thence South 33°24'44" East 64.46 feet;  
Thence South 45°56'30" East 177.10 feet;  
Thence South 39°25'07" East 19.55 feet;  
Thence South 89°41'07" East 147.10 feet, to the west right of way of 1675 West Street as dedicated on said Riverwalk Townhomes No.1;  
Thence the following Three (3) courses along said west right of way;  
1) South 01°33'07" West 88.78 feet;  
2) along the arc of a curve to the left 105.85 feet, having a radius of 128.50 feet with a chord bearing and distance of South 22°02'51" East 102.89 feet;  
3) South 45°38'48" East 40.53 feet, to the point of beginning.  
Containing 0.7296 acres, more or less.

### General Legend

- SECTION LINE
- SUBDIVISION BOUNDARY
- EXISTING FENCE
- EASEMENTS (as labeled or granted)
- STREET CENTERLINE
- ◆ FND SECTION CORNER
- ⊕ CALC SECTION CORNER
- ▲ SET STREET MONUMENT
- FND CURB NAIL
- FND REBAR AND CAP
- SET #5x24" REBAR AND CAP STAMPED LANDMARK
- ⊕ ELEVATION BENCHMARK
- ⊕ RIGHT OF WAY MONUMENT
- r RECORD DATA
- md MEASURED DATA
- ROAD/STREET DEDICATION
- Unit X PRIVATE UNITS
- COMMON AREA
- PRIVATE DRIVEWAY DEDICATION
- LIMITED COMMON AREA

Curve	Delta	Radius	Tangent	Length	Chord Bearing & Distance
65	47°11'55"	100.000'	43.69'	82.38'	S 22°02'51" E 80.07'
68	47°11'55"	128.500'	56.14'	105.85'	N 22°02'51" W 102.89'
72	90°00'54"	5.000'	5.00'	7.86'	N 44°41'34" W 7.07'
73	90°00'00"	2.000'	2.00'	3.14'	S 45°18'53" W 2.83'



Mail Tax Notice To:  
Riverwalk TH I ICG LLC  
901 5th Avenue, Suite 4100  
Seattle, WA 98164

## QUITCLAIM DEED

**Riverwalk TH I ICG LLC**, a Washington limited liability company, of Seattle, Washington, in its capacity as the record owner of Units 1 – 35, and all of Common Area A, B, & C and all Private Roads in RIVERWALK TOWNHOMES NO. 1, WEST HAVEN CITY, WEBER COUNTY, UTAH, AS SHOWN ON THE PLAT RECORDED IN BOOK 87, PAGES 29-32, Less and Except that portion in Riverwalk Townhomes No. 2 as shown on the Plat recorded in Book 89, Page 46, **GRANTOR**,

hereby quitclaims to

**Riverwalk TH I ICG LLC**, a Washington limited liability company, of Seattle, Washington, in its capacity as the record owner of Unit A, Limited Common Area Unit A, and Common Area D in RIVERWALK TOWNHOMES NO 1-1<sup>st</sup> AMENDMENT, West Haven City, Weber County, Utah, as shown on the Plat recorded in Book [REDACTED], Pages [REDACTED], **GRANTEE**,

for the sum of Ten and 0/100 (\$10.00) DOLLARS and other good and valuable consideration, the following described tract of land in WEBER County, State of Utah: See attached Exhibit A Legal Description. This conveyance is being made in connection with the recording of RIVERWALK TOWNHOMES NO 1-1<sup>st</sup> AMENDMENT, West Haven City, Weber County, Utah, as shown on the Plat recorded in Book [REDACTED], Pages [REDACTED], which such amended plat changes the character of portions of Common Area A, B, & C to Unit A, Limited Common Area Unit A, and Common Area D as those terms are used and defined therein.

WITNESS the hand of said Grantor, this [REDACTED] day of [REDACTED], 2024.

A quitclaim deed when executed as required by law shall have the effect of a conveyance of all right, title, interest, and estate of the grantor in and to the premises therein described and all rights, privileges, and appurtenances thereunto belonging, at the date of the conveyance.

[Signature Page Follows]

**GRANTOR:**

**Riverwalk TH I ICG LLC,**  
a Washington limited liability company

By: ICG Apartment Fund 8 Manager LLC,  
a Washington limited liability company,  
its Manager

By: \_\_\_\_\_  
Name: Michael A. Christian  
Its: Manager

STATE OF WASHINGTON  
COUNTY OF KING

On this [redacted] day of [redacted], 2024, before me \_\_\_\_\_, a notary public, personally appeared Michael A. Christian, Manager of ICG Apartment Fund 8 Manager LLC, Manager of Riverwalk TH I ICG LLC, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged he/she/they executed the same.

Witness my hand and official seal

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

## **Exhibit A**

### **Legal Description**

Unit A, RIVERWALK TOWNHOMES NO 1-1<sup>st</sup> AMENDMENT, West Haven City, Weber County, Utah, as shown on the Plat recorded in Book [REDACTED], Pages [REDACTED]; and

ALL OF LIMITED COMMON AREA UNIT A, COMMON AREA D and all Private Roads in RIVERWALK TOWNHOMES NO 1-1<sup>st</sup> AMENDMENT, West Haven City, Weber County, Utah, as shown on the Plat recorded in Book [REDACTED], Pages [REDACTED].

TOGETHER WITH rights established by Reciprocal Permanent Access Easement dated May 14, 2021 and recorded May 14, 2021, as Entry No. 3153026.

# RIVERWALK TOWNHOMES

*Proposed Sales Office Building*

---



*Roof: We plan to do the same shed roof style shown on the current townhomes. The roof will be angled so the top is above the entry door. Materials used will be black standing seam metal for the roof, white metal fascia and wood soffit*



*Siding: We are planning on installing the same lap siding that is shown on the current townhomes and match the dark gray paint color.*

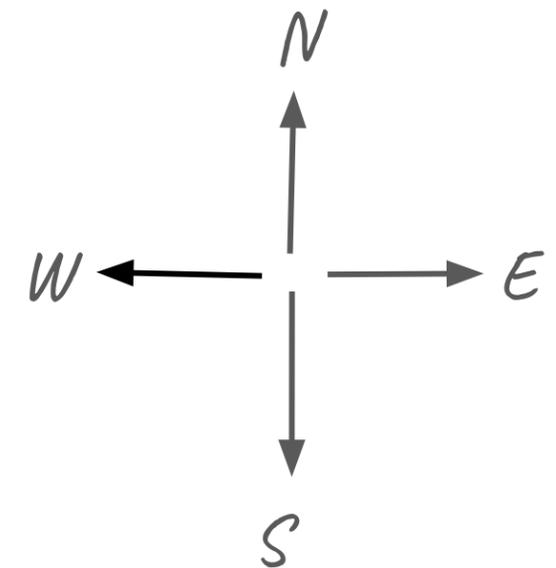
*Stone: We will install stone skirting around the building that will be similar in color and size as the townhomes.*

Additional Parking Stalls.



The building itself is 20' W x 38' L. We matched the setbacks of the surrounding townhomes which is 15' but I believe we are 18' from the fence that's on the southwest side of the lot.

We added 4 additional parking stalls to the northwest side of the building and carried the sidewalk against all of the stalls



# Planning Commission Staff Review Memo

August 14, 2024  
Alika Murphy, City Planner



## Parking Regulations Chapter 71

**Decision Type:** Legislative  
**Staff Recommendation:** See comments below

### Background

Code Enforcement received a complaint from a resident about perpendicular parking and the need to add that portion to our Parking Regulation ordinance. Staff proceeded with adding language to the ordinance similar to what is found in 41-6a-1401. Staff also went through and updated any other part that needed to be clarified.

### Staff Review

All changes to the ordinance are in red on the attached ordinance sheet. The following are the changes that have been made to the ordinance:

1. Under 71.03, item (F) was added which talks about only allowing cars to park parallel to the curb or shoulder of the street and prohibits perpendicular parking.
2. Under 71.04, 48 or more hours was crossed out.
3. Under 71.06, item (A) and (B) were split from a combined paragraph to be clearer and the rest of the items were updated accordingly. Item (A) talks about unattached trailers being prohibited to be parked on the street. Item (B) talks about allowing motor homes to park on the street if it is being loaded or is ready for departure with a limit of 24 hours.

### Recommended Motions

*"I motion to recommend approval of the Parking Regulations ordinance."*

*"I motion to recommend approval of this Parking Regulations ordinance with the following changes..."*

## CHAPTER 71: PARKING REGULATIONS

### Section

- 71.01 Purpose
- 71.02 Definitions
- 71.03 Parking or blocking streets, highways, or alleys prohibited
- 71.04 Vehicles for sale
- 71.05 Prohibition of overnight camping on city property
- 71.06 Specific prohibited parking; permit
- 71.07 Vacant lots used as car lots
- 71.08 Loading zone
- 71.09 Parking during snowstorms
- 71.10 Fire hydrant
- 71.11 Procedures for impounded vehicles
- 71.12 Appointees to enforce parking regulations
- 71.13 Authority
- 71.14 Presumption of liability
- 71.15 Notice
- 71.16 Fines
- 71.17 Default
- 71.18 Hearing officer
- 71.19 Contesting the violation
- 71.20 Dismissal
- 71.21 Mitigating circumstances
- 71.22 Collection
- 71.23 Towing
- 71.24 Civil appeals
  
- 71.99 Penalty

## § 71.01 PURPOSE.

It is the purpose of this chapter to control adverse environmental impacts from parking within residential zones; to protect city residents from unreasonable noise and disturbance during nighttime hours; to protect city residents from unreasonable burdens in gaining access to their residences; to maintain access to city streets for necessary maintenance and repairs; and to protect and preserve the peace, safety, good order, convenience, and character of neighborhoods in the residential zones.

(Prior Code, § 10.10.010) (Ord. 04-2018, passed 4-18-2018)

## § 71.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates, or requires, a different meaning.

RESIDENT. Anyone who resides, or owns, property within the boundaries of the city.

VEHICLE. Includes any vehicle, trailer, truck, recreational vehicle, or watercraft.

(Prior Code, § 10.10.020) (Ord. 04-2018, passed 4-18-2018)

## § 71.03 PARKING OR BLOCKING STREETS, HIGHWAYS, OR ALLEYS PROHIBITED.

Besides the parking provisions in the State Traffic Code, as adopted by this city, and re-adopted by ordinance, it shall be unlawful for any person to:

(A) Remain standing, lying, or sitting on any street or highway in such a manner as to obstruct the free passage of vehicular or pedestrian traffic thereon;

(B) Willfully remain standing, lying, or sitting on any street or highway in such manner for more than one minute after being requested to move by any law enforcement agency representative;

(C) Willfully remain on such street or highway in such manner as to obstruct the free passage of any person or vehicle into, or out of, any property abutting upon the street or highway, or any property having access to such street or highway;

(D) Willfully park, or allow to remain parked, a motor vehicle within an alley in such manner, or under such conditions, as to leave less than ten feet of the width of the roadway available for the free movement of vehicular traffic. No person shall stop, stand, or park a vehicle within an alley in such a position as to block the driveway entrance to any abutting property; and

(E) It shall be unlawful to park or stop a vehicle upon any highway when signs or traffic markings give notice that parking or stopping is prohibited.

(F) It shall be unlawful to park any vehicle in a manner other than parallel to the curb or shoulder of the street, with the front of the vehicle facing the direction of traffic flow, and within twelve inches (12") from the curb. Where there is no curb, or the curb is obscured, the right-hand wheels must be as close as practicable to the edge of the right-hand shoulder or snow bank, whichever is nearer to the traffic lane. The vehicle must not obstruct traffic when parked. It shall be unlawful to park any vehicle perpendicular to the curb or shoulder of the street.

(Prior Code, § 10.10.030) (Ord. 04-2018, passed 4-18-2018; Ord. 01-2020, passed 1-15-2020; Ord. 16-2020, passed 5-20-2020) Penalty, see § 71.99

#### § 71.04 VEHICLES FOR SALE.

It shall be unlawful to park upon a street any vehicle, trailer, or boat to display such object for sale. ~~for 48, or more, consecutive hours, and~~ Any vehicle so parked or left standing may be impounded or removed by the law enforcement representative of the city.

(Prior Code, § 10.10.040) (Ord. 04-2018, passed 4-18-2018) Penalty, see § 71.99

#### § 71.05 PROHIBITION OF OVERNIGHT CAMPING ON CITY PROPERTY.

Overnight camping in motor homes, campers, trailers, tents, watercraft, or any vehicles on city property, streets, rights-of-way, alleys, cemeteries, or parks is prohibited.

(Prior Code, § 10.10.050) (Ord. 04-2018, passed 4-18-2018) Penalty, see § 71.99

#### § 71.06 SPECIFIC PROHIBITED PARKING; PERMIT.

(A) Trailers and recreational-type vehicles. It shall be unlawful for any person to park or leave standing at any time, on any public road, street, alley, or city property, any unattached trailer of any type, whether for the occupancy of people, storage of items, or for towing purposes, and whether the same be loaded or not, any boat on an unattached trailer or otherwise, or camper not mounted on a vehicle.

(B) It shall be lawful to park any motor home or mini-motor home of any length, and any combination of a pulling or towing vehicle with an attached trailer whether loaded or not, or a motor home that is being loaded or is ready for departure, for over 24 hours on any public road, street, alley, or city property.

(C) Gross vehicle weight. Except as provided above, as regards to recreational vehicles, it is further unlawful and an infraction to park in, or on, any such area, city street, or public parking facility, at any time, any vehicle or motor vehicle having a registered gross weight capability of 12,000 pounds or more.

(D) Time-limited. It shall further be unlawful for any person to park or leave standing on any public road, street, alley, or city property any motor vehicle for 48, or more, consecutive hours, and any vehicle so parked or left standing may be impounded or removed by the law enforcement representative of the city. For purposes of impoundment and removal, the law enforcement representative of the city may, after making a reasonable effort to locate the owner, impound and remove any motor vehicle which has been unmoved for 48 consecutive hours. The cost of impoundment and removal shall be charged to the owner, or to any person who claims the impounded motor vehicle.

(E) Special permit. For good cause shown and upon application to, and receipt of, a special permit from the law enforcement agency, a person may receive a temporary permit to park a vehicle otherwise prohibited for three days and nights.

(F) Junk vehicles. It shall be unlawful for any person or entity to cause or permit junked, wrecked, dismantled, inoperative, discarded, or abandoned vehicles to be on any public road, street, alley, or city property for 24, or more, consecutive hours, and any vehicle so parked or left standing may be impounded or removed by the law enforcement representative of the city. For purposes of impoundment and removal, the law enforcement representative of the city may, after making a reasonable effort to locate the owner, impound and remove any motor vehicle which has been unmoved for 24 consecutive hours. The cost of impoundment and removal shall be charged to the owner, or to any person who claims the impounded motor vehicle.

(Prior Code, § 10.10.060) (Ord. 04-2018, passed 4-18-2018; Ord. 25-2019, passed 7-17-2019; Ord. 01-2020, passed 1-15-2020; Ord. 15-2020, passed 5-6-2020; Ord. 16-2020, passed 5-20-2020; Ord. 27-2020, passed 7-1-2020) Penalty, see § 71.99

#### § 71.07 VACANT LOTS USED AS CAR LOTS.

(A) It shall be unlawful for the owner of a motor vehicle, trailer, or boat, or for any other person, to park such vehicle, trailer, or boat, or allow such vehicle, trailer, or boat to be parked, on a vacant lot or parking lot owned by another person to display it for sale, unless the owner or lessee of the property on which it is parked has a city business license to engage in the business of selling motor vehicles, trailers, or boats at that location. It shall also be unlawful for the owner or lessee of such property to allow another person to park another vehicle, trailer, or boat on the property to display it for sale unless the owner or lessee is duly licensed to engage in the business of selling motor vehicles, trailers, or boats at that location.

(B) (1) Any vehicle, trailer, or boat parked in violation of this section is declared to be a public nuisance.

(2) If a notice of violation has been placed upon such vehicle, trailer, or boat and it is not removed within 12 hours thereafter, or if two or more notices of violation have been placed on the same vehicle, trailer, or boat within the last 30 days, the vehicle, trailer, or boat shall be impounded as a nuisance.

(3) The vehicle, trailer, or boat shall be released to the owner or responsible party only after the law enforcement agency has received a receipt for the same acknowledging responsibility of that person for the item being unlawfully parked.

(C) A separate violation occurs each day a vehicle, trailer, or boat is parked contrary to this section.

(D) It shall be a defense to the owner or lessee of any parking lot or vacant lot on which vehicles have been parked in violation of this section if the owner or lessee has posted signs on the lot restricting the parking of such vehicles.

(Prior Code, § 10.10.070) (Ord. 04-2018, passed 4-18-2018) Penalty, see § 71.99

#### § 71.08 LOADING ZONE.

When so posted, it shall be unlawful for the driver of a passenger vehicle to stand or park such vehicle for a period of time longer than is permitted by the posted sign for the loading or unloading of passengers, or for the driver to stand or park any freight-carrying motor vehicle for a period of time longer than is necessary to load, unload, and deliver materials in any place designated as a loading zone, and marked as such.

(Prior Code, § 10.10.080) (Ord. 04-2018, passed 4-18-2018) Penalty, see § 71.99

#### § 71.09 PARKING DURING SNOWSTORMS.

(A) Prohibited.

(1) It shall be unlawful for any person who owns or has possession, custody, or control of any vehicle, or other object, to park or place such item or property upon, or in, any street of the city from November 15 to March 15 when snow removal is apparent or imminent. Prohibited hours of parking will be from 12 hours before the time of the projected arrival of an imminent snowstorm, as broadcast over any commercial radio or television station, and the time the streets have been plowed or otherwise treated by the city. Parking may be additionally prohibited for snow removal purposes when determined necessary by city or law enforcement personnel.

(2) Notwithstanding the foregoing, this section shall not apply to authorized emergency personnel acting in the scope of their duties.

(3) Any vehicle, item, or property parked or placed in violation of this section is declared a public nuisance.

(B) Impoundment. The law enforcement agency representative or snow removal crews hereby may order the immediate impounding of any vehicle or object parked or placed in violation of this section after making a reasonable effort to locate and/or contact the owner, or responsible person, to have the vehicle or object moved. The cost of

impoundment and removal shall be charged to the owner, or any person who claims the impounded vehicle or object.

(Prior Code, § 10.10.100) (Ord. 04-2018, passed 4-18-2018) Penalty, see § 71.99

#### § 71.10 FIRE HYDRANT.

It shall be unlawful to stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger within 15 feet of a fire hydrant.

(Prior Code, § 10.10.110) (Ord. 04-2018, passed 4-18-2018) Penalty, see § 71.99

#### § 71.11 PROCEDURES FOR IMPOUNDED VEHICLES.

(A) Impounded vehicles will only be released to the owner thereof, or the person legally entitled to possession under a valid rental or lease agreement.

(B) Impounded vehicles shall be released under the regulations established by the city's law enforcement services provider, or by ordinance, for release and inventory of impounded vehicles, and upon payment of the impound fees and towing fees.

(Prior Code, § 10.10.130) (Ord. 04-2018, passed 4-18-2018)

#### § 71.12 APPOINTEES TO ENFORCE PARKING REGULATIONS.

The Mayor may appoint personnel, under contract with the city, besides the city's law enforcement services provider, to enforce this chapter.

(Prior Code, § 10.10.140) (Ord. 04-2018, passed 4-18-2018)

#### § 71.13 AUTHORITY.

(A) The county may place signs on all county highways prohibiting, or restricting, the parking or stopping of vehicles where, in its opinion, such parking or stopping is dangerous to those using said highways, or would unduly interfere with the free movement of traffic.

(Prior Code, § 10.10.150)

(B) Whenever any officer of the city's law enforcement services provider finds a vehicle parked or stopped upon a highway in violation of this chapter, such officer hereby may move or tow the vehicle, cause the vehicle to be moved or towed, or require the driver, or other person in charge of the vehicle, to move the vehicle.

(Prior Code, § 10.10.160)

(C) Officers of the city's law enforcement services provider shall be authorized to:

- (1) Issue citations for violation of this chapter and require the payment of a fine;
- (2) Move any vehicle in violation of this chapter at the owner's expense; or
- (3) Use other enforcement actions for parking control.

(Prior Code, § 10.10.170)

(Ord. 04-2018, passed 4-18-2018; Ord. 01-2020, passed 1-15-2020; Ord. 16-2020, passed 5-20-2020)

#### § 71.14 PRESUMPTION OF LIABILITY.

The fact that a vehicle, which is illegally parked or stopped, is registered in the name of a person shall be sufficient to constitute a rebuttable presumption that such person was in control of the vehicle at the time of such parking or stopping.

(Prior Code, § 10.10.180) (Ord. 04-2018, passed 4-18-2018; Ord. 01-2020, passed 1-15-2020; Ord. 16-2020, passed 5-20-2020)

#### § 71.15 NOTICE.

(A) Notice.

(1) Notice of violation shall be given by affixing a citation, or other approved notice, to a conspicuous place on the vehicle, or mailing a copy of the citation or notice to the registered owner. A written notice of violation shall be issued to each person alleged to have committed a violation of this chapter.

(2) Each notice of violation shall contain:

- (a) The name and address of the person alleged to have committed the violation;
- (b) The date, time, and place of the violation;
- (c) The make of the vehicle and its license number;
- (d) The fine; and
- (e) The procedure for paying or contesting the fine.

(Prior Code, § 10.10.190)

(B) Response to notice. Any person to whom a notice of a violation has been issued shall respond within 14 days by:

- (1) Paying the fine; or

(2) Contesting the violation in the manner described in § 71.19.

(Prior Code, § 10.10.200)

(Ord. 04-2018, passed 4-18-2018)

#### § 71.16 FINES.

(A) Fines. Any person who violates this chapter shall be liable for a civil fine. If the fine is paid within 14 days from the notice of violation, or if the citation is contested with a Hearing Officer within 14 days, the fine shall be \$50. If the fine is not paid or contested within 14 days, the fine shall be increased to \$100.

(Prior Code, § 10.10.210)

(B) Payment of fines. Fines shall be paid to the City Recorder's office in such manner as the Mayor shall direct. Fees may be paid by mail, but the risk that payments may be lost or delayed in the mail shall be on the sender. For the deadlines imposed by this chapter, the date of payment shall be the date the City Recorder's office actually receives payment.

(Prior Code, § 10.10.230)

(C) Reduction of fines. If the Hearing Officer finds that a violation occurred, but one or more mitigating circumstances in this chapter applies, the Hearing Officer may reduce the fine.

(Prior Code, § 10.10.280)

(Ord. 04-2018, passed 4-18-2018)

#### § 71.17 DEFAULT.

If the fine is not paid within 28 days from the date of the notice of violation; or within five days of a Hearing Officer finding that a violation did occur; or, within five days of any date agreed upon by a Hearing Officer for the payment of all, or part, of the fine, the fine shall be deemed to be in default.

(Prior Code, § 10.10.220) (Ord. 04-2018, passed 4-18-2018; Ord. 01-2020, passed 1-15-2020; Ord. 16-2020, passed 5-20-2020)

#### § 71.18 HEARING OFFICER.

The city, through other ordinances, shall provide for the appointment of an impartial and unbiased Hearing Officer to conduct hearings under this chapter.

(Prior Code, § 10.10.240) (Ord. 04-2018, passed 4-18-2018)

## § 71.19 CONTESTING THE VIOLATION.

### (A) Contesting the violation.

(1) Any person who has received a notice of violation issued under this chapter may contest the alleged violation before the city's Hearing Officer within 28 days from the notice of violation. The Hearing Officer shall conduct an informal civil hearing to determine whether a violation occurred. The notice of violation shall constitute prima facie evidence that the violation alleged actually occurred.

(2) If the Hearing Officer finds by a preponderance of the evidence that a violation occurred and no applicable defense exists, the person to whom the notice of violation was issued shall pay the fine within five days. The Hearing Officer may, in the interest of justice and on behalf of the city, sign an agreement setting a different payment deadline or establishing a payment plan.

(Prior Code, § 10.10.250)

### (B) Defenses. It shall be a defense to violating this chapter if:

(1) At the time of the violation, the vehicle was in the possession of a third party in violation of the criminal laws of the state;

(2) Compliance with this chapter would have presented an imminent, and irreparable, injury to persons or property; or

(3) Such other defenses as approved by the City Attorney's office.

(Prior Code, § 10.10.270)

(Ord. 04-2018, passed 4-18-2018)

## § 71.20 DISMISSAL.

If the Hearing Officer finds that no violation occurred, or a violation occurred but one or more defenses in this chapter apply, the Hearing Officer may dismiss the citation.

(Prior Code, § 10.10.260) (Ord. 04-2018, passed 4-18-2018)

## § 71.21 MITIGATING CIRCUMSTANCES.

Mitigating circumstances include:

(A) At the time and date of the notice of violation, the vehicle was in the possession of a third party under a written lease agreement, or similar written agreement;

(B) The vehicle was mechanically incapable of being moved;

- (C) Any traffic markings or signs were not clearly visible or comprehensible; or
- (D) Such other mitigating circumstances as approved by the City Attorney's office.

(Prior Code, § 10.10.290) (Ord. 04-2018, passed 4-18-2018)

#### § 71.22 COLLECTION.

If a fine imposed under this chapter goes into default, the city may use such lawful means as are available to collect such fine, with court costs and attorney's fees incurred in the collection process.

(Prior Code, § 10.10.300) (Ord. 04-2018, passed 4-18-2018)

#### § 71.23 TOWING.

(A) Any vehicle that is towed for a violation of this chapter shall be held and not released until the registered owner pays the reasonable costs of towing and storage, and any unpaid fines.

(B) (1) If a vehicle has been towed pursuant to the provisions of this chapter and is being held for the payment of fines and reasonable costs, the owner may request a hearing to determine the validity of the action taken with respect to the vehicle.

(2) The Hearing Officer may order the release of any vehicle, without cost to the owner, if the Hearing Officer finds that there is a valid defense to the violation, or if doing so would be in the interest of justice.

(C) If an owner pays the fines and reasonable costs to obtain the release of the vehicle and then successfully contests the violation, resulting in a dismissal of the citation under § 71.20, then the city shall refund to the owner the amount of the fine.

(D) If an owner pays the fines and reasonable costs to obtain the release of the vehicle and then successfully contests the violation, resulting in a reduction of the fine under § 71.16(C), then the city shall refund to the owner the difference between the full amount of the fine and the reduced amount imposed by the Hearing Officer.

(Prior Code, § 10.10.310) (Ord. 01-2020, passed 1-15-2020; Ord. 16-2020, passed 5-20-2020)

#### § 71.24 CIVIL APPEALS.

(A) (1) Any person dissatisfied with a decision of a Hearing Officer may appeal the same within 30 days to a court of law for the purpose of review and not a trial de novo.

(2) The court shall determine that the decision of the Hearing Officer is valid if it is supported by substantial evidence in the record, and is not arbitrary, capricious, or illegal.

(B) Failure to respond to a notice of violation within the time allowed by § 71.19(A) shall not be a decision from which an appeal can be taken.

(Prior Code, § 10.10.320) (Ord. 01-2020, passed 1-15-2020; Ord. 16-2020, passed 5-20-2020)

#### § 71.99 PENALTY.

(A) It shall be a Class C misdemeanor for any person, except physicians on emergency calls or designated emergency vehicles when properly marked or posted, to park any motor vehicle on any street in violation of posted restrictions for the street, or unless necessary to avoid interference with other traffic, or in compliance with the directions of a law enforcement agency representative or traffic-control device.

(Prior Code, § 10.10.090)

(B) (1) Fines and removal. The City Council, by ordinance, shall set forth penalties for violations of parking restrictions in this chapter. Penalties imposed can be in the form of fines and/or removal of the vehicle by the city by towing.

(2) Overnight camping. A violation of the overnight camping restriction in § 71.05 is a Class C misdemeanor.

(Prior Code, § 10.10.120)

(C) Violation of § 71.09 is declared to be a Class C misdemeanor, subject to penalty as provided elsewhere in this code.

(Prior Code, § 10.10.100)

(Ord. 04-2018, passed 4-18-2018)