



**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 FOR THE WORK SESSION AND COUNCIL MEETING AT

ON ZOOM [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 PRELIMINARY AND FINAL APPROVAL

- a. FOR PRELIMINARY AND FINAL SITE PLAN APPROVAL FOR A COMMERCIAL BUILDING WITH A DRIVE-THRU LOCATED AT 3454 S 4000 S PARCEL #086720002 (APPLICANT BAILEY V PROPERTIES, LLC/AGENT GENNEVA BLANCHARD)

7. DISCUSSION AND ACTION LAND USE DESIGNATION

- a. DISCUSSION ON THE USE DESIGNATION FOR LIVE WIRE ELECTRIC (LWE) LOCATED AT APPROXIMATELY 2231 W 1800 S PARCEL #150710001, 150710030. (APPLICANT TUCKER JARDINE, KACEY JARDINE – PRONGHORN PROPERTY HOLDINGS, LLC/AGENT CHAD BAILEY)

8. 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).

9. 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)

10. PUBLIC HEARING

- a. TO CONSIDER A REQUEST TO REZONE PARCEL NUMBER 080290053 & 080290054 WEST HAVEN, UT FROM A-2 TO R-2

11. 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).

12. PUBLIC HEARING

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

13. DISCUSSION AND ACTION ON A PUBLIC HEARING

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

14. PUBLIC HEARING

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

15. DISCUSSION AND ACTION

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

16. PUBLIC HEARING

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

17. DISCUSSION AND ACTION ON PARKING ORDINANCE

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

18. 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 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; 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

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

Governing Document(s):	WHZC 157.290-294; 157.630-640; 157.730-737
Decision Type:	Administrative
Staff Recommendation:	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."



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.)

DocuSigned by:

3/28/2024

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

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

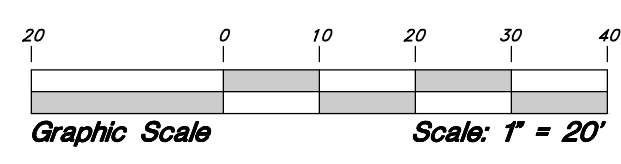
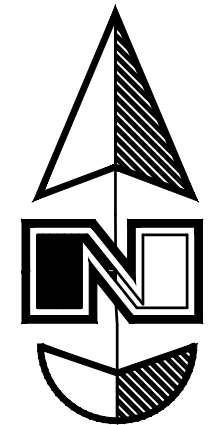
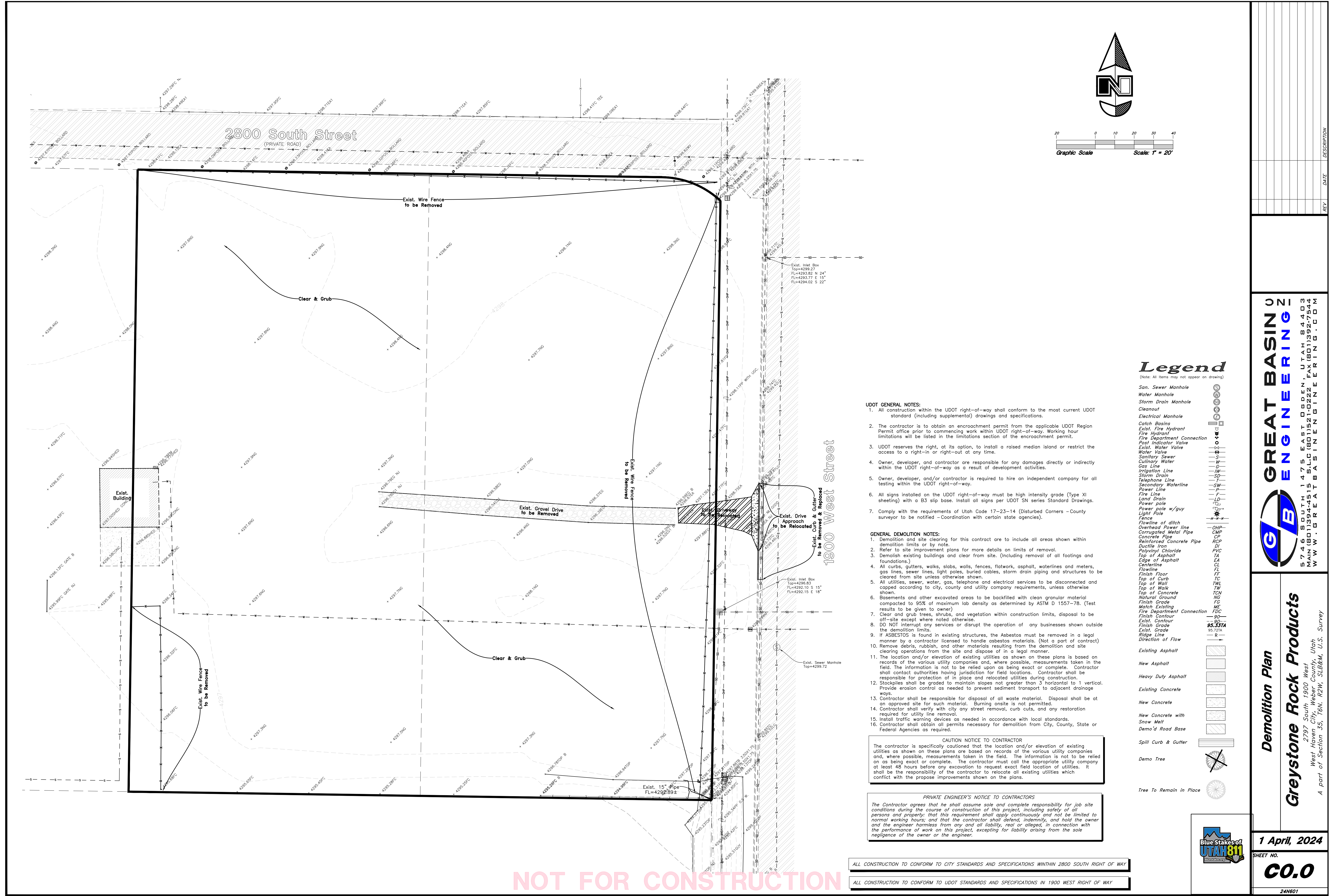
name of document signer

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>
	X	Affidavit of Understanding and Acceptance of Fees		X	Culinary Water provider (Will Serve)
				X	Weber Fire District
			X		Weber-Morgan Health Department (If applicable)
			X		UDOT Application Letter (If applicable)

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



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
- 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
- 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 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 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 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.

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

GREAT BASIN ENGINEERING

5746 SOUTH 1475 EAST OGDEN, UTAH 84403
MAIN (801)394-4451 FAX (801)392-7544
WWW.GREATBASINENGINEERING.COM

Demolition Plan

Greystone Rock Products

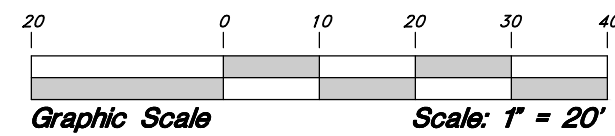
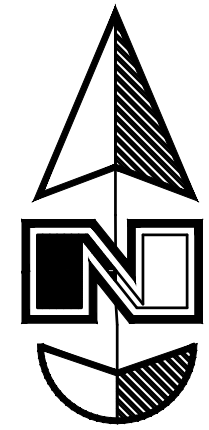
2797 South 1900 West
West Haven City, Weber County, Utah
A part of Section 35, T6N, R2W, SL&W, U.S. Survey

1 April, 2024

SHEET NO.

C.O.O



















































24N601



- UDOT GENERAL NOTES:**
1. All construction within the UDOT right-of-way shall conform to the most current UDOT standard (including supplemental) drawings and specifications.
 2. 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.
 3. 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.
 4. Owner, developer, and contractor are responsible for any damages directly or indirectly within the UDOT right-of-way as a result of development activities.
 5. Owner, developer, and/or contractor is required to hire an independent company for all testing within the UDOT right-of-way.
 6. 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.
 7. Comply with the requirements of Utah Code 17-23-14 (Disturbed Corners - County surveyor to be notified - Coordination with certain state agencies).

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 |  |
| Paved 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 Concrete |  |
| Natural Ground |  |
| Finish Grade |  |
| Match Existing |  |
| Fire Department Connection |  |
| Exist. 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 | |

GENERAL GRADING NOTES:

1. All work shall be in accordance with the City Public Works Standard.
2. Cut slopes shall be no steeper than 2 horizontal to 1 vertical.
3. Fill slopes shall be no steeper than 2 horizontal to 1 vertical.
4. All areas to be compacted per the recommendations of the geotechnical report prepared for the project and shall be certified by the geotechnical engineer.
5. Areas to receive fill shall be properly prepared and approved by the City inspector and Geotechnical Engineering prior to placing fill. All fill test results shall be included in the report.
6. Fill shall be benched into competent material as per specifications and geotechnical report.
7. All trench backfill shall be tested and certified by the site geotechnical engineer per the grading code.
8. A geotechnical engineer shall perform periodic inspections and submit a complete report and map upon completion of the rough grading.
9. Final construction report and certification from the geotechnical engineer shall contain the final construction report as approved. Each lot 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.
10. Dust shall be controlled by watering.
11. The location and protection of all utilities is the responsibility of the permittee.
12. Approved protective measures and temporary drainage provisions must be used to protect adjacent properties.
13. 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.
14. The site shall be cleared and grubbed of all vegetation and deleterious matter prior to grading.
15. The contractor shall provide shoring in accordance with OSHA requirements for trench walls.
16. Aggregate base shall be compacted per the geotechnical report prepared for the project.
17. Elevations shown on this plan are finish grades. Rough grades are the subgrades of the construction materials.
18. The recommendations in the following Geotechnical Engineering Report by are included in the requirements of grading and site preparation.
The report is titled "0"
Job No.:
Dated:
19. 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.
20. Erosion Control: Protect all inlet basins, catch basins, etc., with straw bales or other erosion control methods. Use the stored water during construction. Protect surrounding properties and streets from site runoff with sandbags and erosion bernal.

CURB AND GUTTER CONSTRUCTION NOTES:

1. Open face gutter shall be constructed where drainage is directed away from curb.
2. Open face gutter locations are indicated by shading and notes on site and grading plan.
3. It is the responsibility of the surveyor to adjust top of curb grades at the time construction staking.
4. Refer to the typical details for a standard and open face curb and gutter for dimensions.
5. 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.

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



GREAT BASIN
CONSULTING
ENGINEERS

Grading and Drainage Plan

Greystone Rock Products

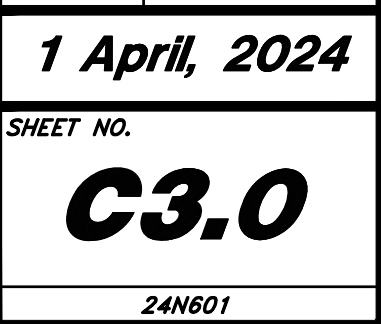
2797 South 1900 West
West Haven City, Weber County, Utah
A part of Section 35, T6N, R2W, S1&2&M, U.S. Survey

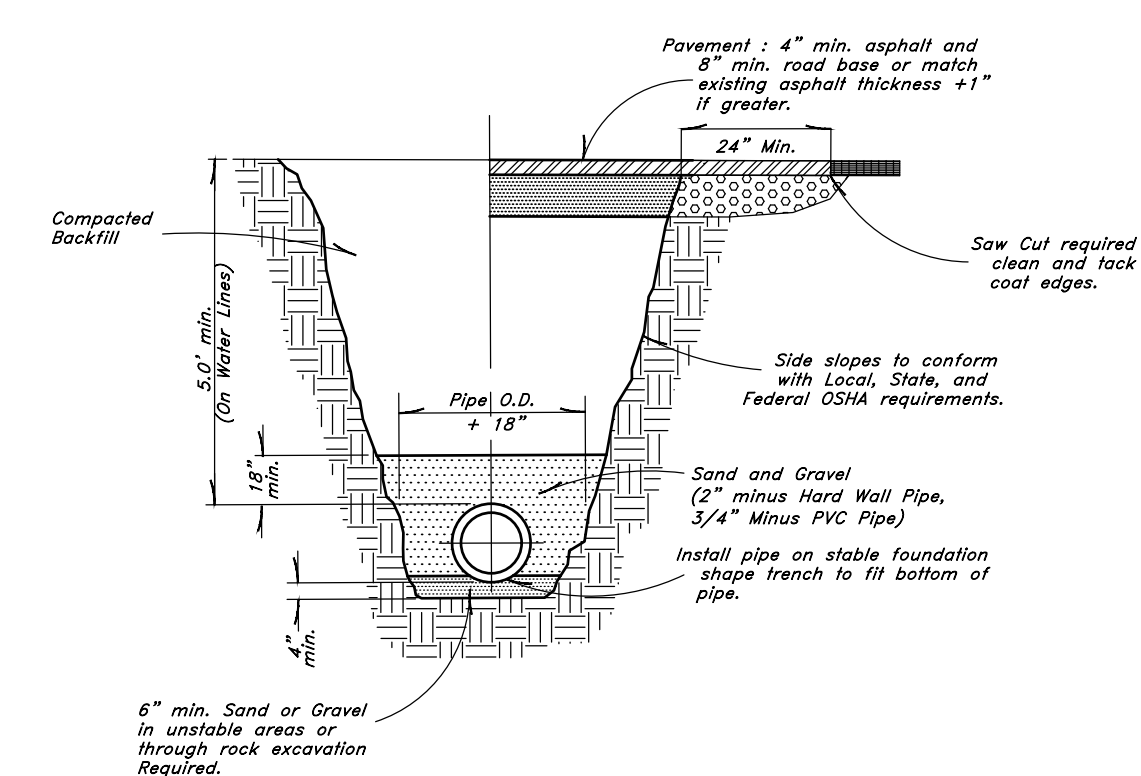
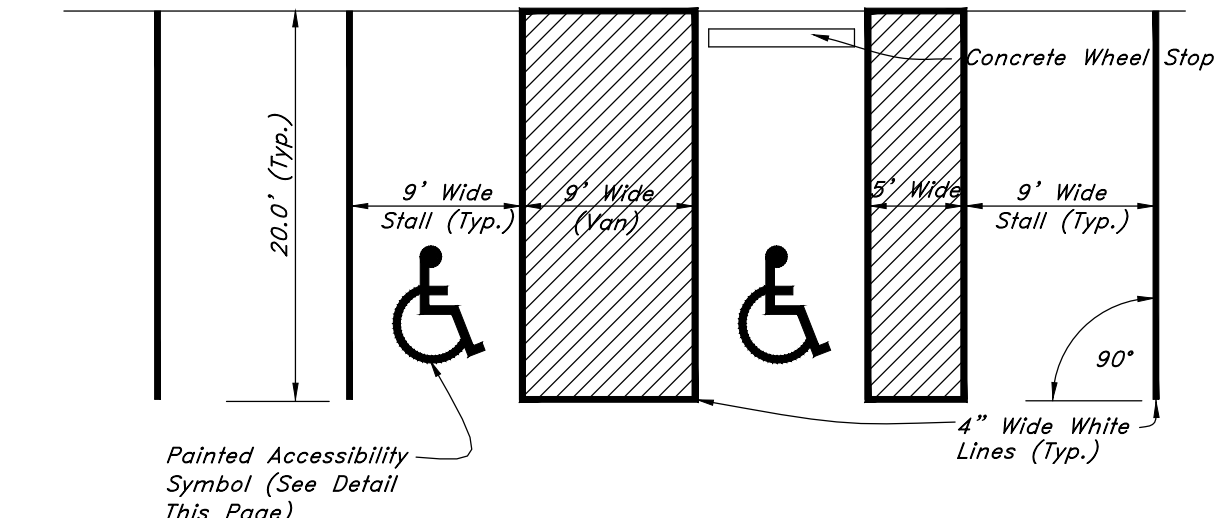
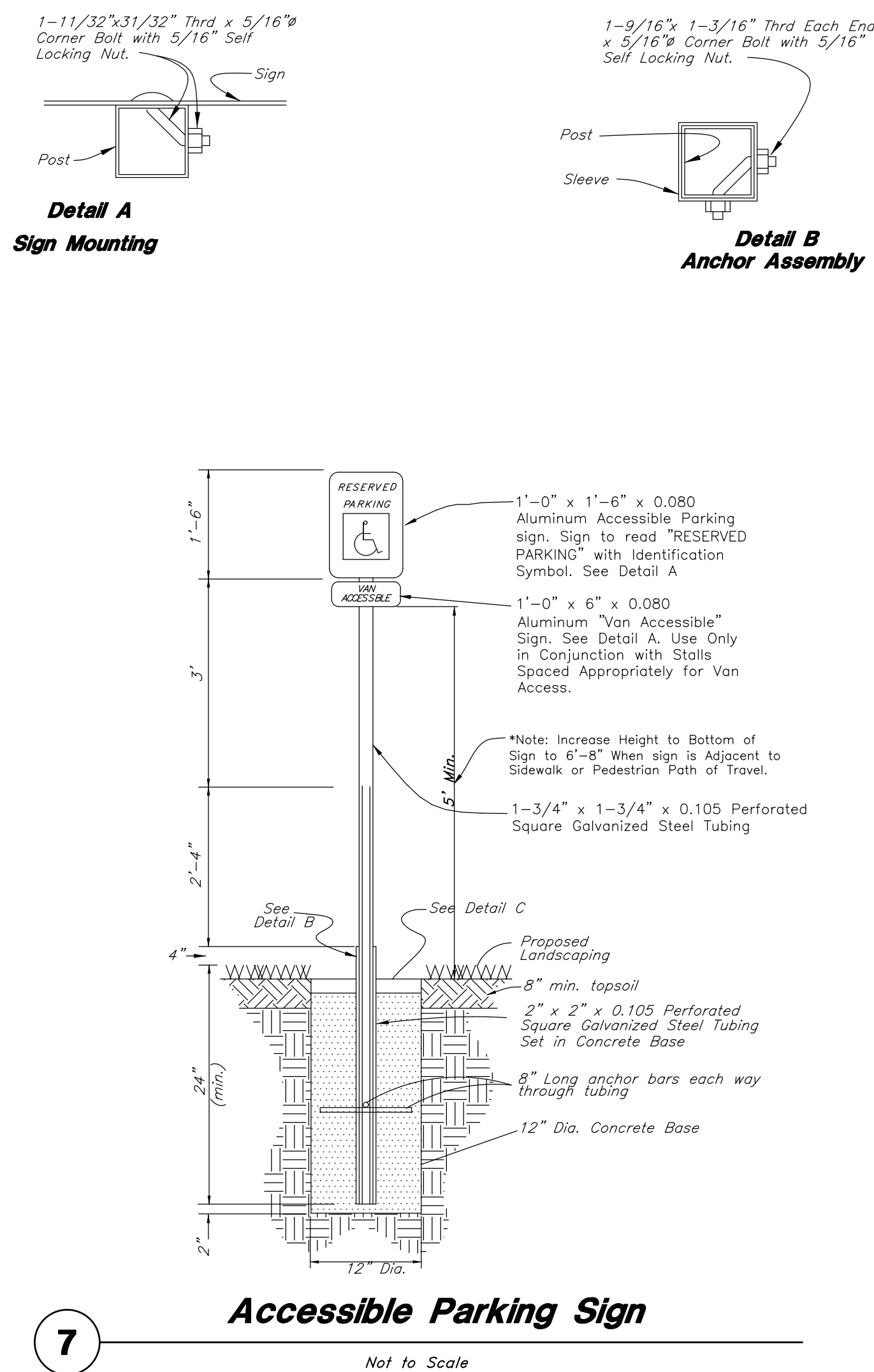
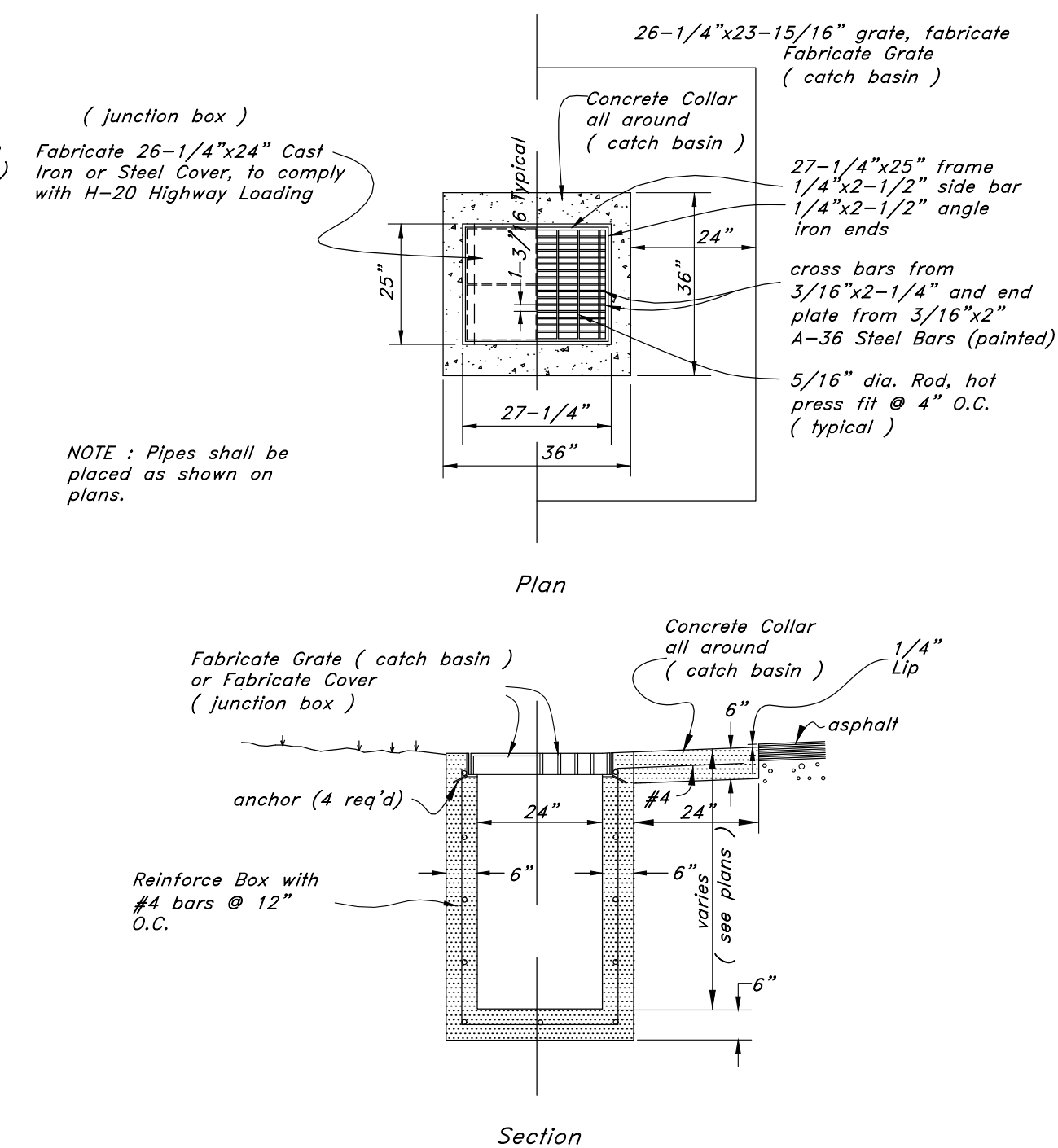
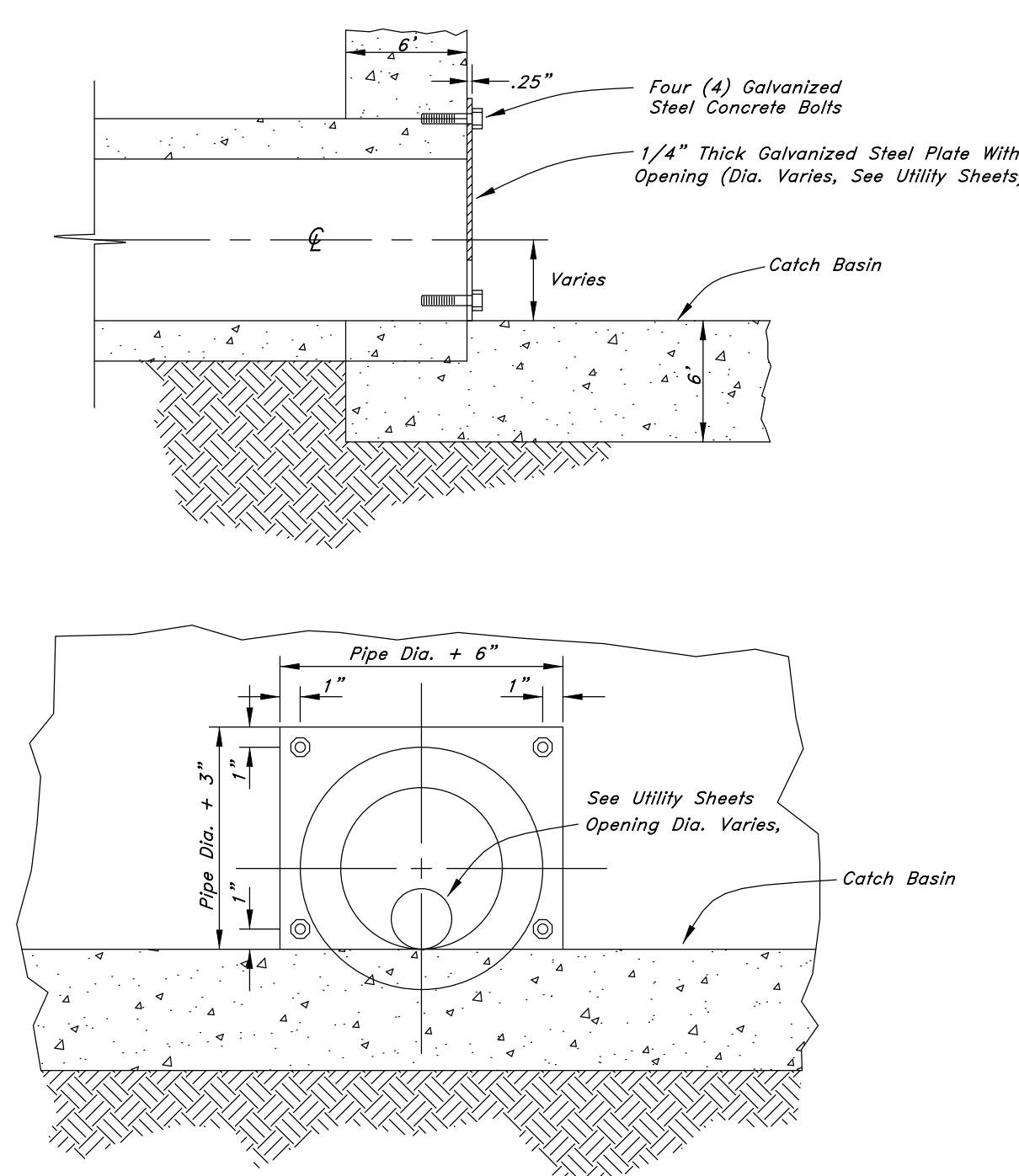
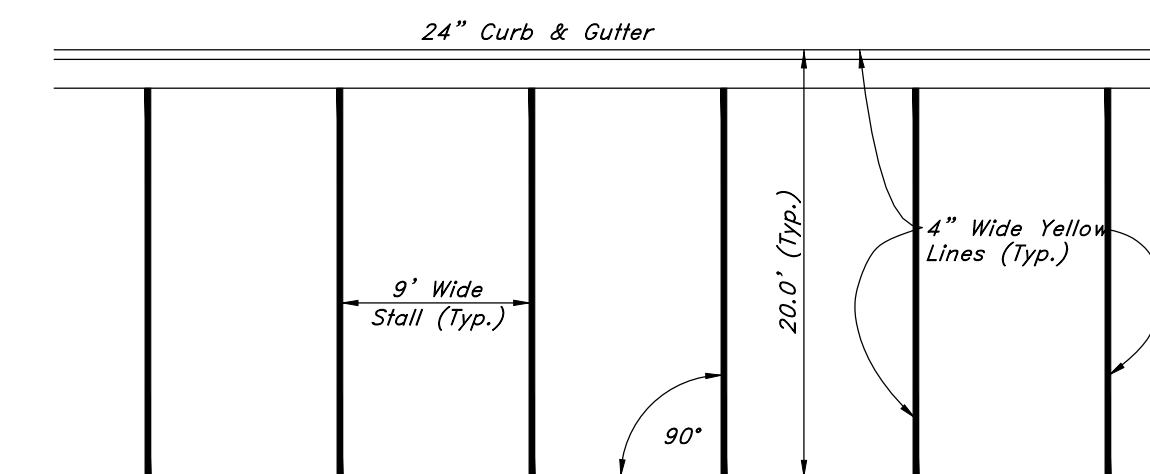
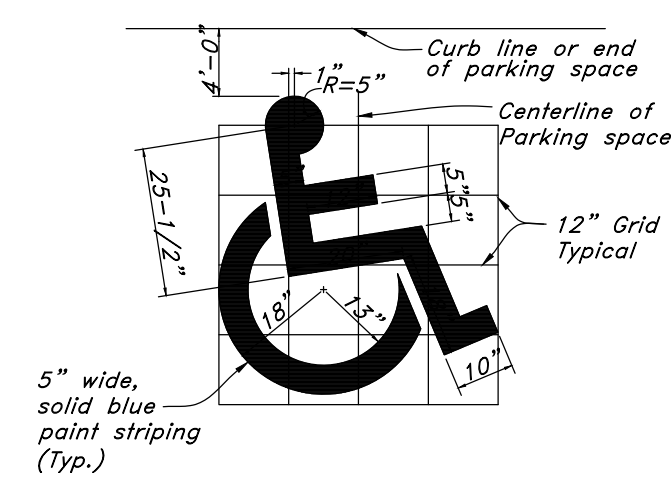
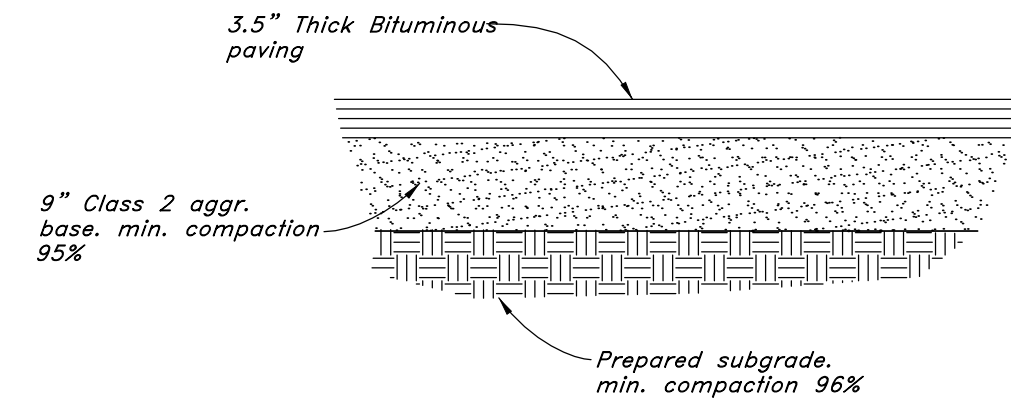
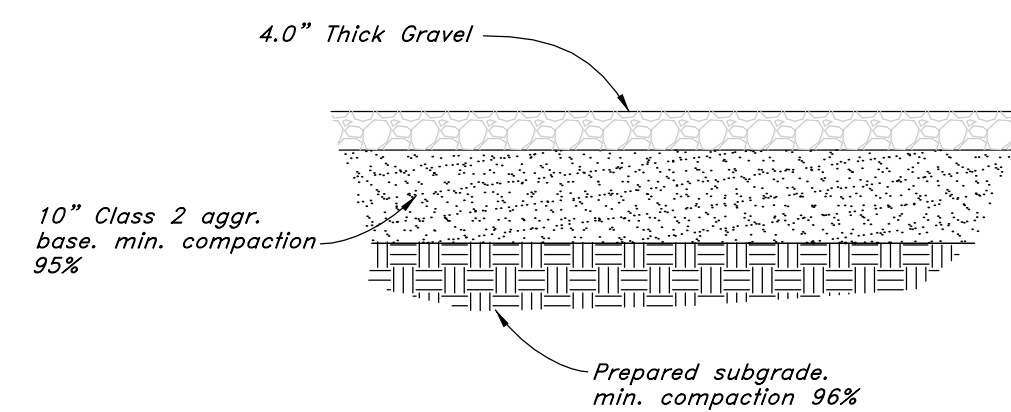
1 April, 2024

SHEET NO. _____

C2.0

24N601







Bona Vista Water Improvement District

2020 West 1300 North, Farr West, Utah 84404

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

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/FINAL SITE PLAN APPROVAL

Request:	Grant preliminary/final site plan approval for a commercial building with a drive-thru
Property Address:	3454 W 4000 S (Parcel# 086720002)
Property Zone:	Commercial C-2
Property Size:	0.96 acres
Applicant:	Bailey V Properties LLC (Agent: Geneva Blanchard)
Governing Document(s):	WHZC 157.290-294; 157.630-640; 157.730-737
Decision Type:	Administrative
Staff Recommendation:	See comments under "Staff Review"

Background

The city received an application for a commercial building with a drive-thru to be located at 3454 W 4000 S, Parcel # 086720002. This parcel is zoned C-2 which does allow for restaurant and anything that is permitted or conditional under C-2 will be allowed in this building.

This lot is part of a three-lot commercial subdivision called Ellie's Landing Townhomes 2nd Amendment that was approved by City Council on April 21, 2021. Prior to that, the commercial portion of Ellie's Landing Townhomes was only two lots. On August 12, 2020 Planning Commission gave preliminary site plan approval to two commercial buildings on what was considered lot 1. One building was for Felt Dental and the other was for three office spaces with no end user. On August 19, 2020, City Council gave preliminary site plan approval for both buildings. The site plan received final site plan approval by Planning Commission on April 14, 2021 and City Council gave final site plan approval on April 21, 2021 on the same day that they approved the amended subdivision that became known as Ellie's Landing Townhomes 2nd Amendment. There was also an updated elevation approval for the original site plan by City Council on June 2, 2021. Since then, Felt Dental was constructed and the second commercial building has changed the size of the building and added a drive-thru. Since there has been changes to the building, the applicant is back to get combined preliminary and final approval for this site. Included in the packet is the initial site plan that was approved along with the updated plans. The applicant has also received engineering and fire approval.

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

	C-2 Requirement	Site Plan Proposal	Compliant?
Building height			
Maximum	35 ft. when adjacent to residential	21'-10 ½"	Y
Minimum	1 story	1 story	Y
Max lot coverage	60% by buildings (main & accessory)	11.83%	Y
Minimum lot area	None	0.96 acres	Y
Min lot width	None	180.00'	Y
Min yard setbacks			
Front	15 ft.	38.45'	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	23.98' from parcel 1	Y
Side, adj. to street	15 ft.	NA	

§157.630 Parking Regulations

This use falls under "retail goods and/or services" which requires 1 space per 250 square feet GFA.

The site plan proposes to have 55 spaces in total which means they are in compliance.

§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, owing to the location of buildings, no applicable development agreement or location of landscaping, among other factors.

§ 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? ***There is access onto 4000 S. The site has an access easement off of 3500 W. Engineering has looked at the site and are 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 will need to be updated to 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 since there is no end user. All signs must get a sign permit approved before proceeding with displaying any sign. Staff will review the sign permit plan and follow city code.

(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 off of 4000 South satisfies this requirement with more than 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, shrubs 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? ***Engineering has given final approval of this site plan.***

§ 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.

(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 show that the building will have brick veneer, wood siding, EIFS finish, and composite siding. The building also consists of awnings and decorative windows. The colors used are complementary and there are less than six colors used for the primary materials.

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 and final site plan approval.**

Recommended Motions:

"I motion to grant preliminary and final site plan approval for Bailey Properties LLC, located at 3454 W 4000 S, Parcel 08-672-0002, 0.96-acres in total."

"I motion to grant preliminary site plan approval for Bailey Properties LLC, located at 3454 W 4000 S, Parcel 08-672-0002, 0.96-acres in total with the following conditions....."

"I motion to table this item for preliminary/final site plan approval Bailey Properties LLC, located at 3454 W 4000 S, Parcel 08-672-0002, 0.96-acres in total."

SITE PLAN
AND DESIGN REVIEW



Address of Site 3454 W. 4000 S. Parcel # 08-672-0002

Applicant Name Bailey V Properties LLC

Agent Name Genevra Blanchard

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

Commercial building w/drive thru (amended site plan) and

Site plan design for 4,947 building be approved on .96 ac of

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

Signed: Brent Bailey Date: 6/13/24
(Owner/Petitioner)

I authorize Genevra Blanchard to act as my representative in all matters relating to this application.

Brent Bailey
(Owner)

Genevra Blanchard
(Agent as Authorized by Owner)

State of Utah)

§

County of Weber)

On this 13 day of June, in the year 2024, before me, Suzanne Poole

a notary public, personally appeared Genevra Blanchard, 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)
			✓	N/A	UDOT Application Letter (If applicable)

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

1. 03/12/21 CK - COMPLETED DESIGN FOR CLIENT & CITY REVIEW.

WEST HAVEN CITY, WEBER COUNTY, UTAH
MARCH 2021

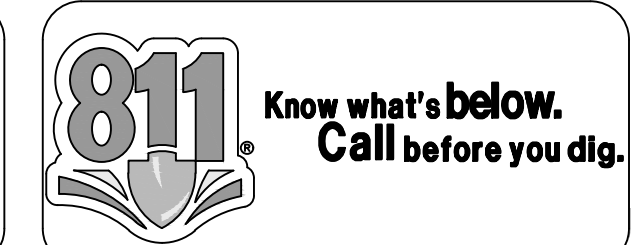


— EXISTING, NO CHANGE

Sheet 12 - Irrigation Details

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 CONTRACTOR'S RESEARCH, AND OTHERS NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

Site Benchmark:
STREET MONUMENT AT
INTERSECTION OF 4000 SOUTH
AND 3500 WEST
4268.28 EL.



Geotechnical Report:

Trevor Hatch
Reeve & Associates, Inc.
5160 South 1500 West
Riverdale, Utah, 84405
PH: (801) 621-3100

Nathan Peterson
Reeve & Associates, Inc.
5160 South 1500 West
Riverdale, Utah, 84405
PH: (801) 621-3100

Brent Bailey
E.K. Bailey Construction
1243 North Washington Blvd.
Ogden, Utah, 84414
PH: (801) 782-4748

Jeremy Draper
Reeve & Associates, Inc.
5160 South 1500 West
Riverdale, Utah, 84405
PH: (801) 621-3100

[illegible]

WEST HAVEN CITY, WEBER COUNTY, UTAH

Cover/Index Sheet



Engineer:
JEREMY A. DRAPER, P.E.
Drafter:
C. KINGSLEY

Begin Date:
FEBRUARY 2021

Name: BAILEY
COMMERCIAL

Number: 6548-11

Sheet	12
1	
Sheets	

General Notes:

1. ALL CONSTRUCTION MUST STRICTLY FOLLOW THE STANDARDS AND SPECIFICATIONS SET FORTH BY: GOVERNING UTILITY MUNICIPALITY, GOVERNING CITY OR COUNTY (IF UN-INCORPORATED), INDIVIDUAL PRODUCT MANUFACTURERS, AMERICAN PUBLIC WORKS ASSOCIATION (APWA), AND THE DESIGN ENGINEER. THE ORDER LISTED ABOVE IS ARRANGED BY SENIORITY. IF A CONSTRUCTION PRACTICE IS NOT SPECIFIED BY ANY OF THE LISTED SOURCES, CONTRACTOR MUST CONTACT DESIGN ENGINEER FOR DIRECTION.
2. CONTRACTOR TO STRICTLY FOLLOW GEOTECHNICAL RECOMMENDATIONS FOR THIS PROJECT. GRADING INCLUDING BUT NOT LIMITED TO CUT, FILL, COMPACTION, ASPHALT SECTION, SUBBASE, TRENCH EXCAVATION/BACKFILL, SITE GRUBBING, RETAINING WALLS AND FOOTINGS MUST BE COORDINATED DIRECTLY WITH THE PROJECT GEOTECHNICAL ENGINEER.
3. TRAFFIC CONTROL, STRIPING & SIGNAGE TO CONFORM TO CURRENT GOVERNING AGENCIES TRANSPORTATION ENGINEER'S MANUAL AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
4. ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
5. CONSULT ALL OF THE DRAWINGS AND SPECIFICATIONS FOR COORDINATION REQUIREMENTS BEFORE COMMENCING CONSTRUCTION.
6. AT ALL LOCATIONS WHERE EXISTING PAVEMENT ABUTS NEW CONSTRUCTION, THE EDGE OF THE EXISTING PAVEMENT SHALL BE SAWCUT TO A CLEAN, SMOOTH EDGE.
7. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT, ADOPTED EDITION OF ADA ACCESSIBILITY GUIDELINES.
8. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED THOROUGHLY REVIEWED PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
9. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND NOTIFYING ENGINEER OR INSPECTING AUTHORITY 48 HOURS IN ADVANCE OF COVERING UP ANY PHASE OF CONSTRUCTION REQUIRING OBSERVATION.
10. ANY WORK IN THE PUBLIC RIGHT-OF-WAY WILL REQUIRE PERMITS FROM THE APPROPRIATE CITY, COUNTY OR STATE AGENCY CONTROLLING THE ROAD, INCLUDING OBTAINING REQUIRED INSPECTIONS.
11. ALL DIMENSIONS, GRADES & UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES.
12. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND BRING UP ANY QUESTIONS BEFOREHAND.
13. SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH BY THE GEOTECHNICAL ENGINEER.
14. CATCH SLOPES SHALL BE GRADED AS SPECIFIED ON GRADING PLANS.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FLAGGING, CAUTION SIGNS, LIGHTS, BARRICADES, FLAGMEN, AND ALL OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.
16. CONTRACTOR SHALL, AT THE TIME OF BIDDING AND THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE WHERE THE PROJECT IS LOCATED AND SHALL BE BONDBABLE FOR AN AMOUNT EQUAL TO OR GREATER THAN THE AMOUNT BID AND TO DO THE TYPE OF WORK CONTEMPLATED IN THE PLANS AND SPECIFICATIONS. CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PLANS AND SPECIFICATIONS.
17. CONTRACTOR SHALL INSPECT THE SITE OF THE WORK PRIOR TO BIDDING TO SATISFY HIMSELF BY PERSONAL EXAMINATION OR BY SUCH OTHER MEANS AS HE MAY PREFER OF THE LOCATIONS OF THE PROPOSED WORK AND OF THE ACTUAL CONDITIONS OF AND AT THE SITE OF WORK. IF, DURING THE COURSE OF HIS EXAMINATION, A BIDDER FINDS FACTS OR CONDITIONS WHICH APPEAR TO HIM TO BE IN CONFLICT WITH THE LETTER OR SPIRIT OF THE PROJECT PLANS AND SPECIFICATIONS, HE SHALL CONTACT THE ENGINEER FOR ADDITIONAL INFORMATION AND EXPLANATION BEFORE SUBMITTING HIS BID. SUBMISSION OF A BID BY THE CONTRACTOR SHALL CONSTITUTE ACKNOWLEDGMENT THAT, IF AWARDED THE CONTRACT, HE HAS RELIED AND IS RELYING ON HIS OWN EXAMINATION OF (1) THE SITE OF THE WORK, (2) ACCESS TO THE SITE, AND (3) ALL OTHER DATA AND MATTERS REQUISITE TO THE FULFILLMENT OF THE WORK AND ON HIS OWN KNOWLEDGE OF EXISTING FACILITIES ON AND IN THE VICINITY OF THE SITE OF THE WORK TO BE CONSTRUCTED UNDER THIS CONTRACT. THE INFORMATION PROVIDED BY THE ENGINEER IS NOT INTENDED TO BE A SUBSTITUTE FOR, OR A SUPPLEMENT TO, THE INDEPENDENT VERIFICATION BY THE CONTRACTOR TO THE EXTENT SUCH INDEPENDENT INVESTIGATION OF SITE CONDITIONS IS DEEMED NECESSARY OR DESIRABLE BY THE CONTRACTOR. CONTRACTOR SHALL ACKNOWLEDGE THAT HE HAS NOT RELIED SOLELY UPON OWNER- OR ENGINEER-FURNISHED INFORMATION REGARDING SITE CONDITIONS IN PREPARING AND SUBMITTING HIS BID.
18. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTOR'S USE DURING CONSTRUCTION.
19. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER, ENGINEER, AND/OR GOVERNING AGENCIES.
20. CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCH MARKS, CONTROL POINTS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSES FOR REPLACEMENT AND/OR ERRORS CAUSED BY THEIR UNNECESSARY LOSS OR DISTURBANCE.
21. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND 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.
22. CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL TESTING AND INSPECTION SHALL BE PAID FOR BY THE OWNER; ALL RE-TESTING AND/OR RE-INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.
23. IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS SPECIFIED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT. THERE WILL BE NO EXTRA COST DUE TO THE CONTRACTOR FOR REPLACING OR REPAIRING EXISTING IMPROVEMENTS.
24. WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.
25. CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE AS-BUILT RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL STRUCTURES AND OTHER FACILITIES. AS-BUILT RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO THE ENGINEER ONE SET OF NEATLY MARKED AS-BUILT RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. AS-BUILT RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE AS-BUILT RECORD DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.
26. WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE HIGHEST QUALITY ARE TO BE USED.
27. CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PROJECT PLANS AND SPECIFICATIONS. THEREFORE, THE OWNER IS RELYING UPON THE EXPERIENCE AND EXPERTISE OF THE CONTRACTOR. PRICES PROVIDED WITHIN THE CONTRACT DOCUMENTS SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THE TRUE INTENT AND PURPOSE OF THESE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE COMPETENT, KNOWLEDGEABLE AND HAVE SPECIAL SKILLS IN THE NATURE, EXTENT AND INHERENT CONDITIONS OF THE WORK TO BE PERFORMED. CONTRACTOR SHALL ALSO ACKNOWLEDGE THAT THERE ARE CERTAIN PECULIAR AND INHERENT CONDITIONS EXISTENT IN THE CONSTRUCTION OF THE PARTICULAR FACILITIES WHICH MAY CREATE, DURING THE CONSTRUCTION PROGRAM, UNUSUAL OR UNSAFE CONDITIONS HAZARDOUS TO PERSONS, PROPERTY AND THE ENVIRONMENT. CONTRACTOR SHALL BE AWARE OF SUCH PECULIAR RISKS AND HAVE THE SKILL AND EXPERIENCE TO FORESEE AND TO ADOPT PROTECTIVE MEASURES TO ADEQUATELY AND SAFELY PERFORM THE CONSTRUCTION WORK WITH RESPECT TO SUCH HAZARDS.
28. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL STRIPING AND/OR PAVEMENT MARKINGS NECESSARY TO THE EXISTING STRIPING INTO FUTURE STRIPING. METHOD OF REMOVAL SHALL BE BY GRINDING OR SANDBLASTING.
29. CONTRACTOR SHALL PROVIDE ALL SHORING, BRACING, SLOPING OR OTHER PROVISIONS NECESSARY TO PROTECT WORKMEN FOR ALL AREAS TO BE EXCAVATED TO A DEPTH OF 4 FEET OR MORE. FOR EXCAVATIONS 4 FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL COMPLY WITH LOCAL, STATE AND NATIONAL SAFETY CODES, ORDINANCES, OR REQUIREMENTS FOR EXCAVATION AND TRENCHES.
30. ALL EXISTING GATES AND FENCES TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL GATES AND FENCES FROM DAMAGE

Utility Notes:

1. CONTRACTOR SHALL COORDINATE LOCATION OF NEW "DRY UTILITIES" WITH THE APPROPRIATE UTILITY COMPANY, INCLUDING BUT NOT LIMITED TO: TELEPHONE SERVICE, GAS SERVICE, CABLE, POWER, INTERNET.
2. EXISTING UTILITIES HAVE BEEN SHOWN ON THE PLANS USING A COMBINATION OF ON-SITE SURVEYS (BY OTHERS), PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE IN THE FIELD, THEIR MAIN AND SERVICE LINES 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK. THE CONTRACTOR SHALL RECORD THE BLUE STAKES ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER AND ENGINEER PRIOR TO ANY EXCAVATION. IT WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO DIRECTLY CONTACT ANY OTHER UTILITY COMPANIES THAT ARE NOT MEMBERS OF BLUE STAKES. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY REPAIRS NECESSARY TO DAMAGED UTILITIES SHALL BE PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE REQUIRED TO COOPERATE WITH OTHER CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE PROJECT.
3. CONTRACTOR SHALL POT HOLE ALL UTILITIES TO DETERMINE IF CONFLICTS EXIST PRIOR TO BEGINNING ANY EXCAVATION. NOTIFY ENGINEER OF ANY CONFLICTS. CONTRACTOR SHALL VERIFY LOCATION AND INVERTS OF EXISTING UTILITIES TO WHICH NEW UTILITIES WILL BE CONNECTED. PRIOR TO COMMENCING ANY EXCAVATION WORK THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN ACCORDANCE WITH THE REQUIRED PROCEDURES.
4. CARE SHOULD BE TAKEN IN ALL EXCAVATIONS DUE TO POSSIBLE EXISTENCE OF UNRECORDED UTILITY LINES. EXCAVATION REQUIRED WITHIN PROXIMITY OF EXISTING UTILITY LINES SHALL BE DONE BY HAND. CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITY LINES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT HIS EXPENSE.
5. ALL VALVES AND MANHOLE COVERS SHALL BE RAISED OR LOWERED TO MEET FINISHED GRADE.
6. CONTRACTOR SHALL CUT PIPES OFF FLUSH WITH THE INSIDE WALL OF THE BOX OR MANHOLE.
7. CONTRACTOR SHALL GROUT AT CONNECTION OF PIPE TO BOX WITH NON-SHRINKING GROUT, INCLUDING PIPE VOIDS LEFT BY CUTTING PROCESS, TO A SMOOTH FINISH.
8. CONTRACTOR SHALL GROUT WITH NON-SHRINK GROUT BETWEEN GRADE RINGS AND BETWEEN BOTTOM OF INLET LID FRAME AND TOP OF CONCRETE BOX
9. SILT AND DEBRIS IS TO BE CLEANED OUT OF ALL STORM DRAIN BOXES. CATCH BASINS ARE TO BE MAINTAINED IN A CLEANED CONDITION AS NEEDED UNTIL AFTER THE FINAL BOND RELEASE INSPECTION.
10. CONTRACTOR SHALL CLEAN ASPHALT, TAR OR OTHER ADHESIVES OFF OF ALL MANHOLE LIDS AND INLET GRATES TO ALLOW ACCESS.
11. EACH TRENCH SHALL BE EXCAVATED SO THAT THE PIPE CAN BE LAID TO THE ALIGNMENT AND GRADE AS REQUIRED. THE TRENCH WALL SHALL BE SO BRACED THAT THE WORKMEN MAY WORK SAFELY AND EFFICIENTLY. ALL TRENCHES SHALL BE DRAINED SO THE PIPE LAYING MAY TAKE PLACE IN DE-WATERED CONDITIONS.
12. CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES AMPLE MEANS AND DEVICES WITH WHICH TO REMOVE PROMPTLY AND TO PROPERLY DISPOSE OF ALL WATER ENTERING THE TRENCH EXCAVATION.
13. MAINTAIN A MINIMUM 18" VERTICAL SEPARATION DISTANCE BETWEEN ALL UTILITY CROSSINGS.
14. CONTRACTOR SHALL START INSTALLATION AT LOW POINT OF ALL NEW GRAVITY UTILITY LINES.
15. ALL BOLTED FITTINGS MUST BE GREASED AND WRAPPED.
16. UNLESS SPECIFICALLY NOTED OTHERWISE, MAINTAIN AT LEAST 2 FEET OF COVER OVER ALL STORM DRAIN LINES AT ALL TIMES (INCLUDING DURING CONSTRUCTION).
17. ALL WATER LINES SHALL BE INSTALLED A MINIMUM OF 60" BELOW FINISHED GRADE.
18. ALL SEWER LINES AND SEWER SERVICES SHALL HAVE A MINIMUM SEPARATION OF 10 FEET, PIPE EDGE TO PIPE EDGE, FROM THE WATER LINES. IF A 10 FOOT SEPARATION CAN NOT BE MAINTAINED, THE SEWER LINE AND WATER LINE SHALL BE LAID IN SEPARATE TRENCHES AND THE BOTTOM OF THE WATER LINE SHALL BE AT LEAST 18" ABOVE THE TOP OF THE SEWER LINE.
19. CONTRACTOR SHALL INSTALL THRUST BLOCKING AT ALL WATERLINE ANGLE POINTS AND TEES.
20. ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK AND STREET PAVING.
21. CONTRACTOR SHALL INSTALL MAGNETIC LOCATING TAPE CONTINUOUSLY OVER ALL NONMETALLIC PIPE.

Erosion Control General Notes:

THE CONTRACTOR TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL FOR CONSTRUCTION OF THIS PROJECT. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO GOVERNING AGENCIES ORDINANCES AND ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE COUNTIES. ALSO, INSPECTORS WILL HAVE THE RIGHT TO CHANGE THE FACILITIES AS NEEDED.

CONTRACTOR SHALL KEEP THE SITE WATERED TO CONTROL DUST. CONTRACTOR TO LOCATE A NEARBY HYDRANT FOR USE AND TO INSTALL TEMPORARY METER. CONSTRUCTION WATER COST TO BE INCLUDED IN BID.

WHEN GRADING OPERATIONS ARE COMPLETED AND THE DISTURBED GROUND IS LEFT OPEN FOR 14 DAYS OR MORE, THE AREA SHALL BE FURROWED PARALLEL TO THE CONTOURS.

THE CONTRACTOR SHALL MODIFY EROSION CONTROL MEASURES TO ACCOMMODATE PROJECT PLANNING.

ALL ACCESS TO PROPERTY WILL BE FROM PUBLIC RIGHT-OF-WAYS. THE CONTRACTOR IS REQUIRED BY STATE AND FEDERAL REGULATIONS TO PREPARE A STORM WATER POLLUTION PREVENTION PLAN AND FILE A "NOTICE OF INTENT" WITH THE GOVERNING AGENCIES.

COORDINATE THE SWPPP DOCUMENT SUBMITTAL, INSPECTION WITH WEST HAVEN CITY STORM WATER MANAGER, COLT PREVENDEL (801) 430-0017

Maintenance:

ALL BEST MANAGEMENT PRACTICES (BMP'S) SHOWN ON THIS PLAN MUST BE MAINTAINED AT ALL TIMES UNTIL PROJECT CLOSE-OUT.

THE CONTRACTOR'S RESPONSIBILITY SHALL INCLUDE MAKING BI-WEEKLY CHECKS ON ALL EROSION CONTROL MEASURES TO DETERMINE IF REPAIR OR SEDIMENT REMOVAL IS NECESSARY. CHECKS SHALL BE DOCUMENTED AND COPIES OF THE INSPECTIONS KEPT ON SITE.

SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF BARRIER.

SEDIMENT TRACKED ONTO PAVED ROADS MUST BE CLEANED UP AS SOON AS PRACTICAL, BUT IN NO CASE LATER THAN THE END OF THE NORMAL WORK DAY. THE CLEAN UP WILL INCLUDE SWEEPING OF THE TRACKED MATERIAL, PICKING IT UP, AND DEPOSITING IT TO A CONTAINED AREA.

EXPOSED SLOPES:

- ANY EXPOSED SLOPE THAT WILL REMAIN UNTOUCHED FOR LONGER THAN 14 DAYS MUST BE STABILIZED BY ONE OR MORE OF THE FOLLOWING METHODS:
- A) SPRAYING DISTURBED AREAS WITH A TACKIFIER VIA HYDROSEED
- B) TRACKING STRAW PERPENDICULAR TO SLOPES
- C) INSTALLING A LIGHT-WEIGHT, TEMPORARY EROSION CONTROL BLANKET

Notice to Contractor:

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE PLANS ARE BASED UPON RECORDS OF THE VARIOUS UTILITY COMPANIES AND/OR MUNICIPALITIES 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 COMPANIES 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 THESE PLANS.

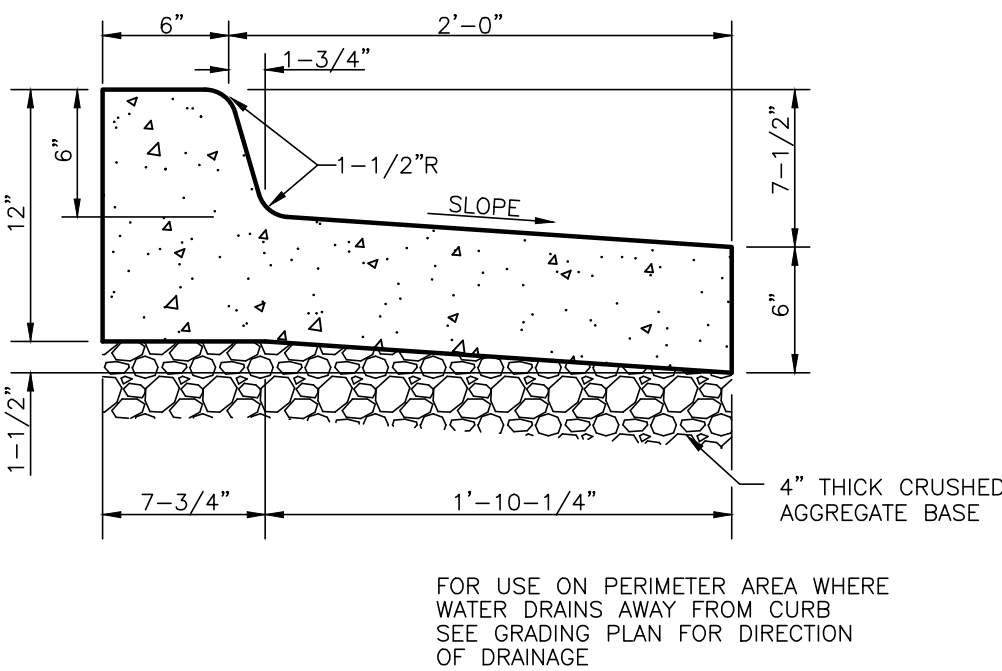
THE CONTRACTOR AGREES THAT THEY SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER AND THE ENGINEERS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.

Survey Control Note:

THE CONTRACTOR OR SURVEYOR SHALL BE RESPONSIBLE FOR FOLLOWING THE NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS (NSPS) MODEL STANDARDS FOR ANY SURVEYING OR CONSTRUCTION LAYOUT TO BE COMPLETED USING REEVE & ASSOCIATES, INC. SURVEY DATA OR CONSTRUCTION IMPROVEMENT PLANS. PRIOR TO PROCEEDING WITH CONSTRUCTION STAKING, THE SURVEYOR SHALL BE RESPONSIBLE FOR VERIFYING HORIZONTAL CONTROL FROM THE SURVEY MONUMENTS AND FOR VERIFYING ANY ADDITIONAL CONTROL POINTS SHOWN ON AN ALTA SURVEY, IMPROVEMENT PLAN, OR ANY ELECTRONIC DATA PROVIDED. THE SURVEYOR SHALL ALSO USE THE BENCHMARKS AS SHOWN ON THE PLAN, AND VERIFY THEM AGAINST NO LESS THAN FIVE (5) EXISTING HARD IMPROVEMENT ELEVATIONS INCLUDED ON THESE PLANS OR ON ELECTRONIC DATA PROVIDED. IF ANY DISCREPANCIES ARE ENCOUNTERED, THE SURVEYOR SHALL IMMEDIATELY NOTIFY REEVE & ASSOCIATES, INC. AND RESOLVE THE DISCREPANCIES BEFORE PROCEEDING WITH ANY CONSTRUCTION STAKING.

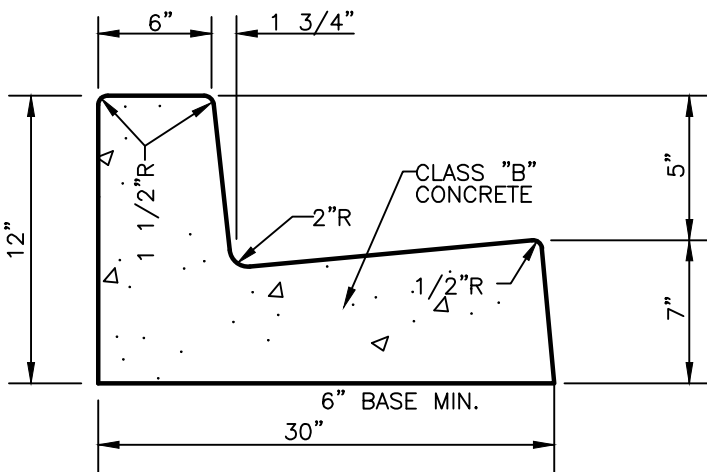
Legend

	= PROPOSED CULINARY WATER LINE		= PROPOSED CATCH BASIN	FL	= FLOW LINE
	= EXISTING CULINARY WATER LINE		= EXISTING CATCH BASIN	GB	= GRADE BREAK
	= PROPOSED SANITARY SEWER LINE		= PLUG W/ 2" BLOW-OFF	INV	= INVERT
	= EXISTING SANITARY SEWER LINE		= PLUG & BLOCK	L.F.	= LINEAR FEET
	= PROPOSED STORM DRAIN LINE		= STREET LIGHT	NG	= NATURAL GRADE
	= EXISTING STORM DRAIN LINE		= SIGN	PP	= POWER/UTILITY POLE
	= FENCE LINE	BLDG	= BUILDING	P.U.E.	= PUBLIC UTILITY BASEMENT
	= PROPOSED FIRE HYDRANT	C&G	= CURB & GUTTER	RCP	= REINFORCED CONCRETE PIPE
	= EXISTING FIRE HYDRANT	CB	= CATCH BASIN	RIM	= RIM OF MANHOLE
	= PROPOSED MANHOLE	C.F.	= CUBIC FEET	R.O.W.	= RIGHT-OF-WAY
	= EXISTING MANHOLE	C.F.S.	= CUBIC FEET PER SECOND	SD	= STORM DRAIN
	= PROPOSED SEWER CLEAN-OUT	FC	= FENCE CORNER	SS	= SANITARY SEWER
	= PROPOSED GATE VALVE	FF	= FINISH FLOOR	TBC	= TOP BACK OF CURB
	= EXISTING GATE VALVE	FFE	= FINISH FLOOR ELEVATION	TOA	= TOP OF ASPHALT
	= PROPOSED WATER METER	FG	= FINISHED GRADE	TOC	= TOP OF CONCRETE
	= EXISTING WATER METER	FH	= FIRE HYDRANT	TOFF	= TOP OF FINISHED FLOOR
				TOI	= TOP OF PUMP ISLAND
				TSW	= TOP OF SIDEWALK
				W	= CULINARY WATER
				WM	= WATER METER
	= PROPOSED ASPHALT PAVEMENT				
	= PROPOSED CONCRETE				
	= EXISTING CONCRETE				



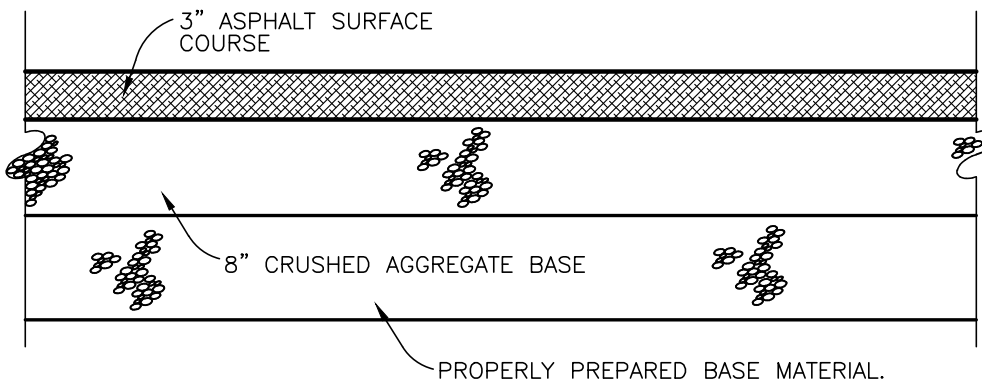
On-Site Outfall 'L' Curb & Gutter

SCALE: NONE



Standard West Haven 'L' Type Curb & Gutter

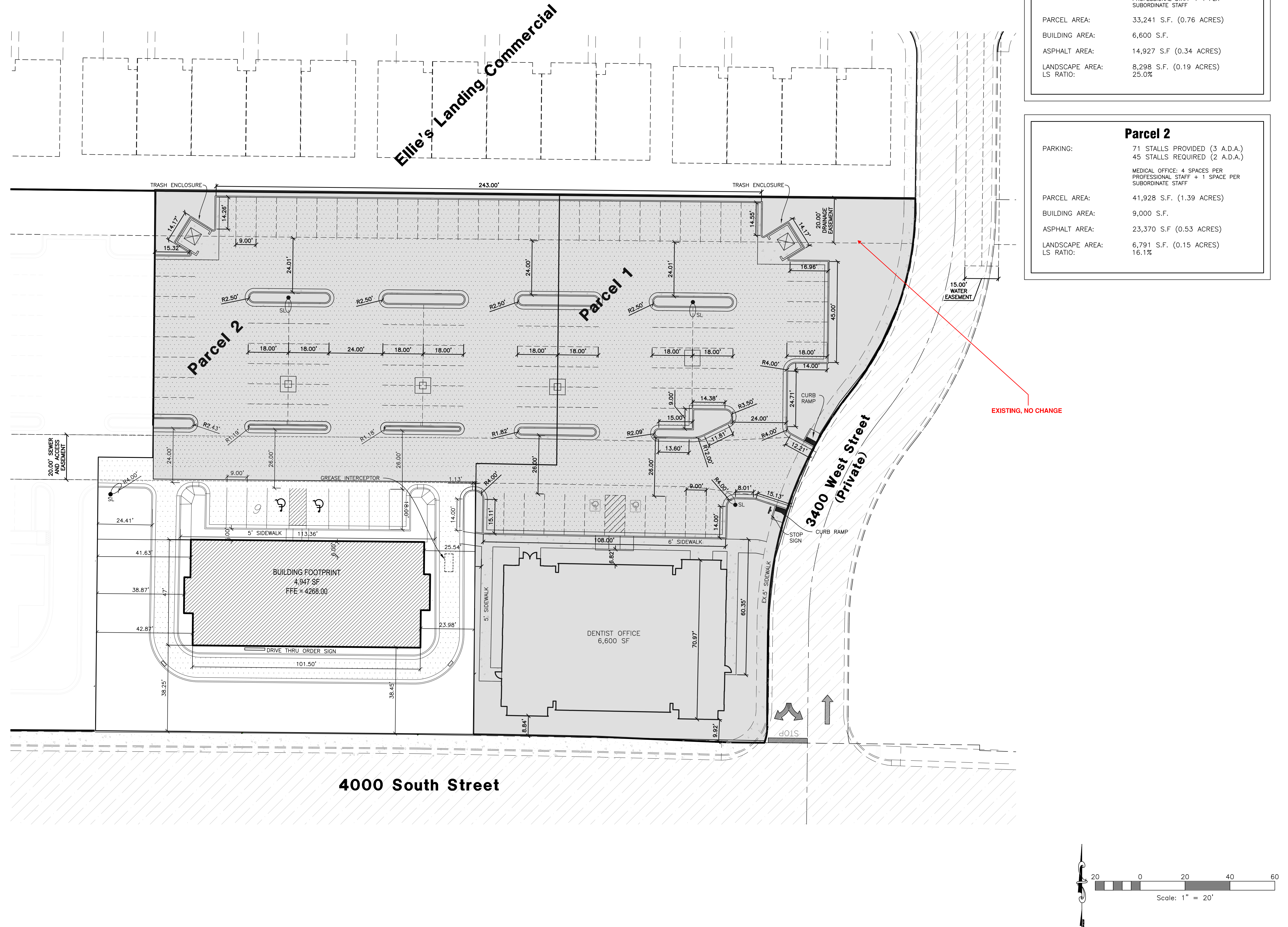
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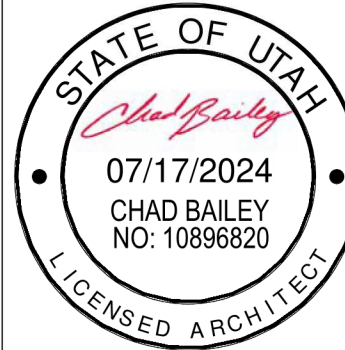


(REFER TO THE SITE SPECIFIC GEOTECHNICAL REPORT; GEOTECHNICAL REPORT TO GOVERN & CONTROL.)

Typical On-Site Asphalt Paving

SCALE: NONE





DEVELOP
ARCHITECTS

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web: www.developarchitects.com
DEVELOP ARCHITECTS, LLC

PROJECT TITLE
**WEST HAVEN RETAIL @ ELLIE'S
LANDING**
3454 W 400 S
WEST HAVEN, UT 84401

DOCUMENT DATE:
07/17/2024

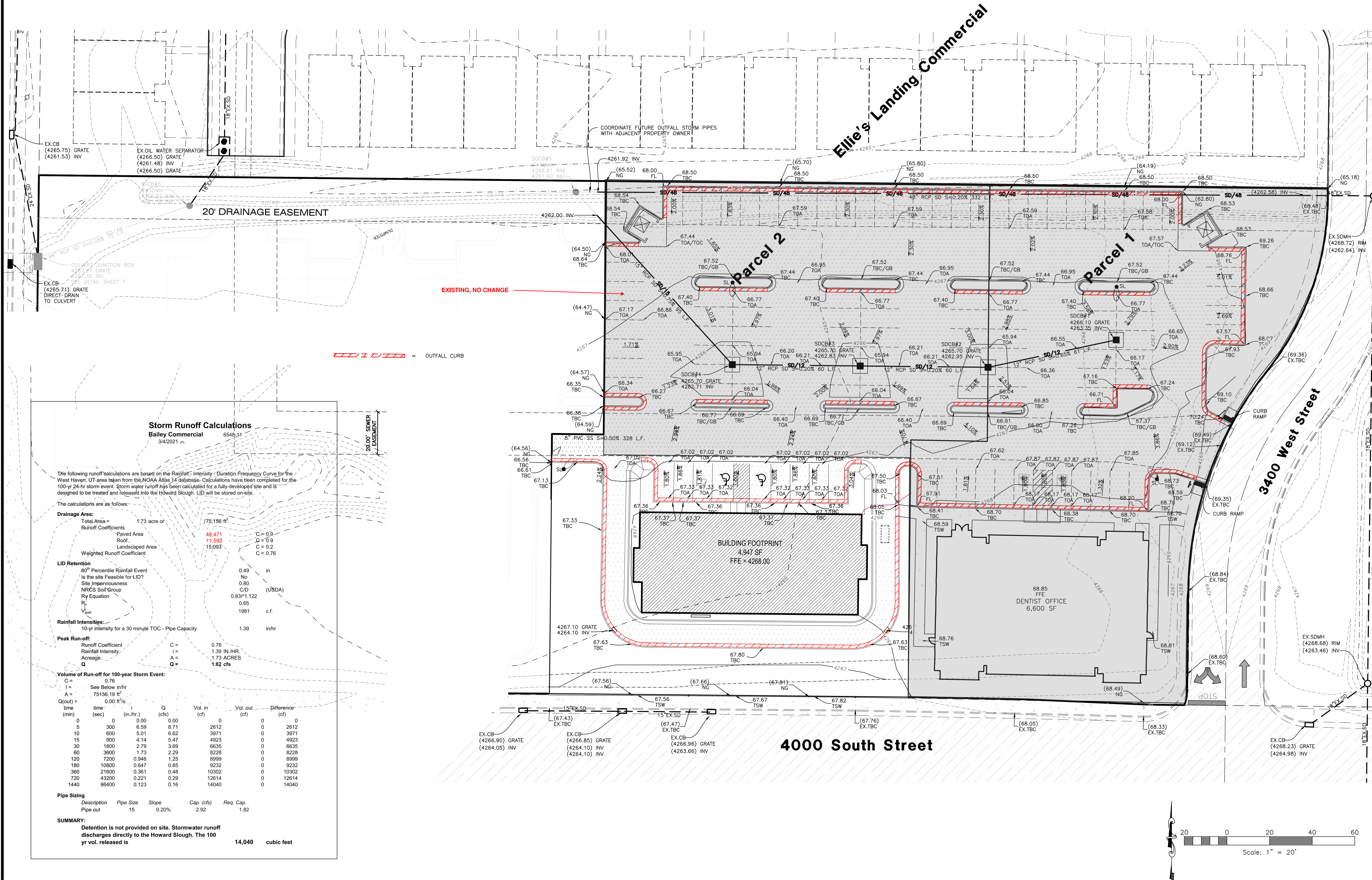
PROJECT PHASE
CONSTRUCTION

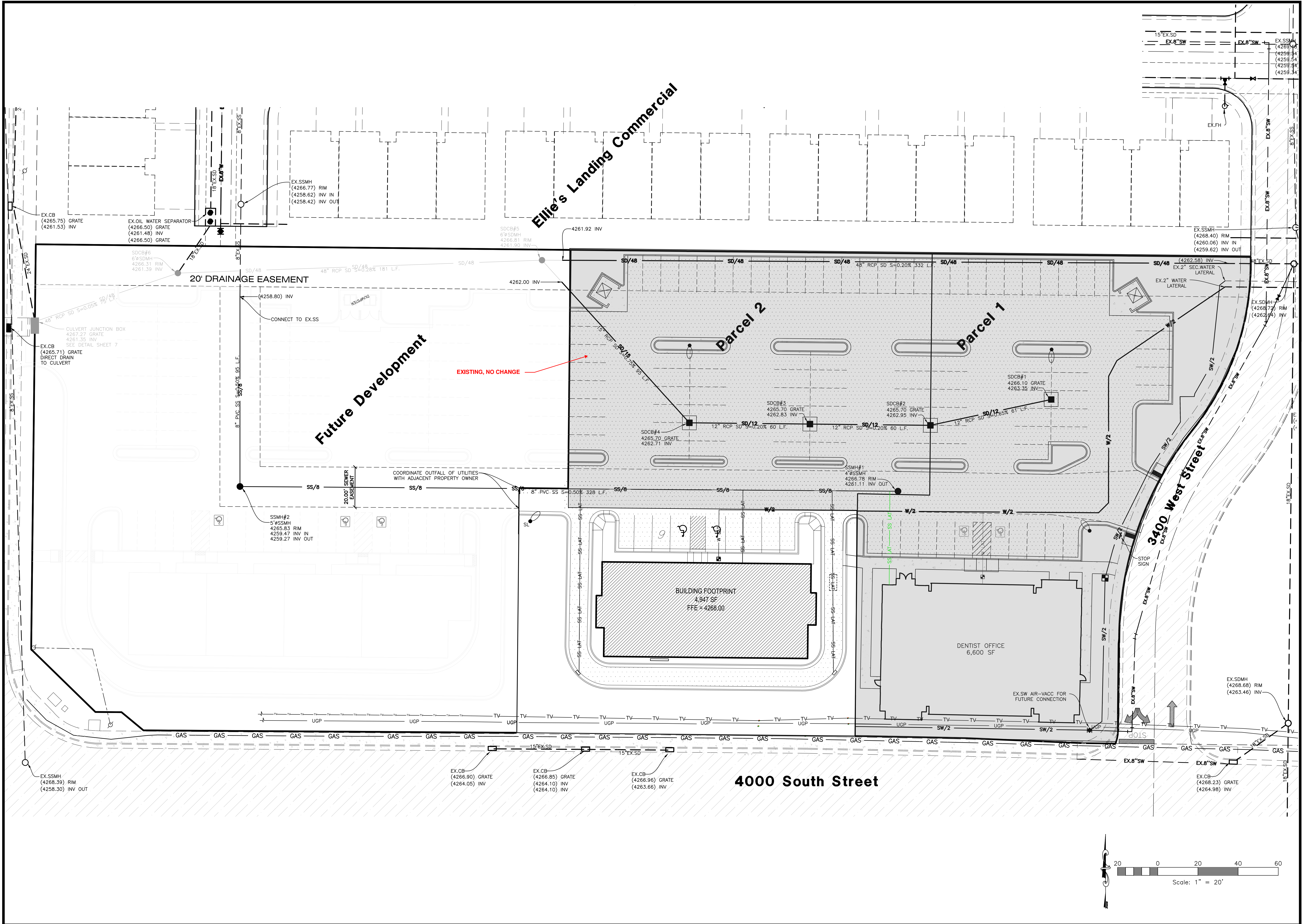
REVISIONS
Date

Description

DRAWING DESCRIPTION
GRADING PLAN

05/12
SHEET NUMBER





COMPASS:

STATE OF UTAH

07/17/2024

CHAD BAILEY

NO. 10696820

LICENSED ARCHITECT

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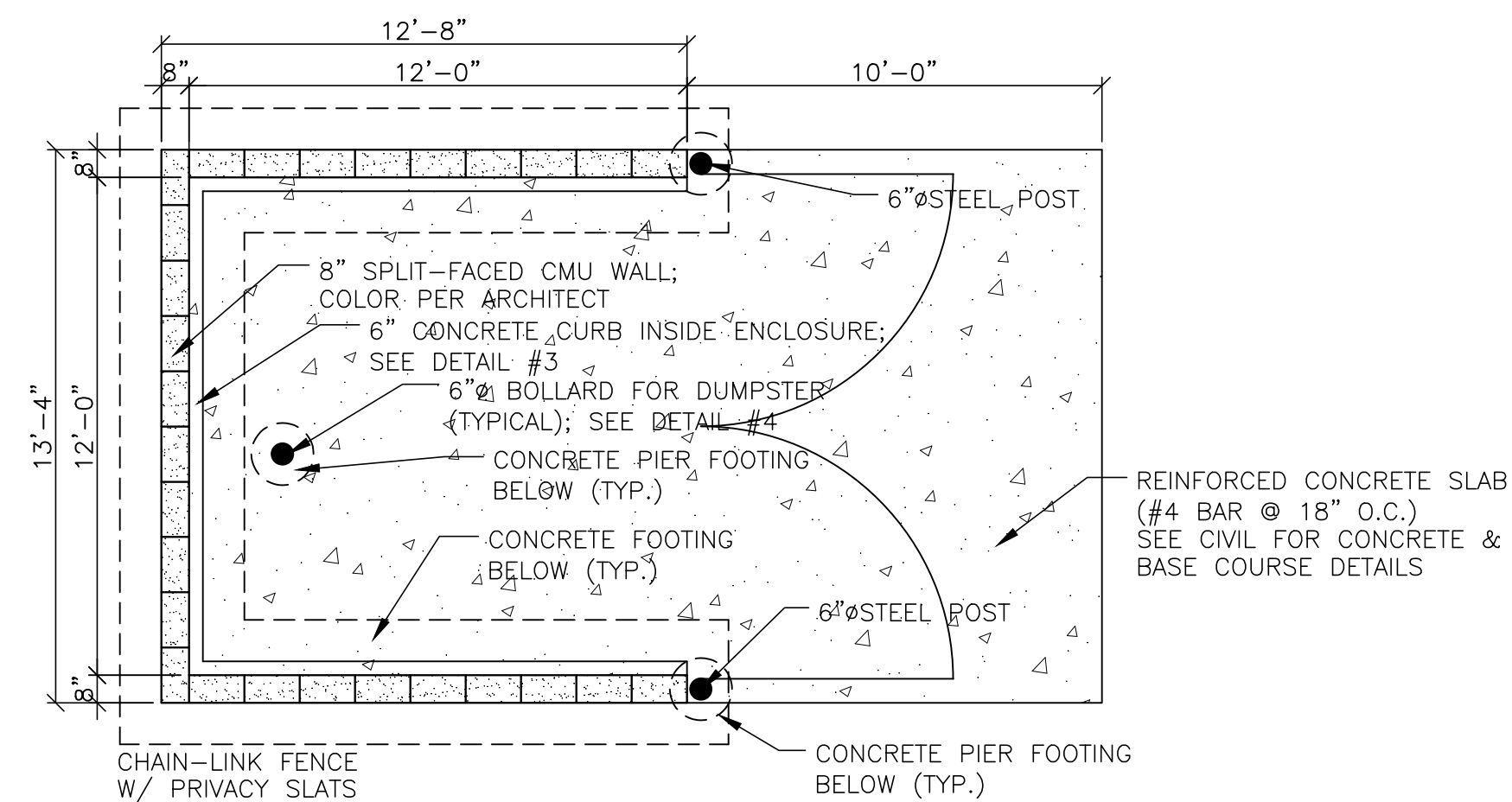
REVISIONS	Date
#	Description

DRAWING DESCRIPTION

UTILITY PLAN

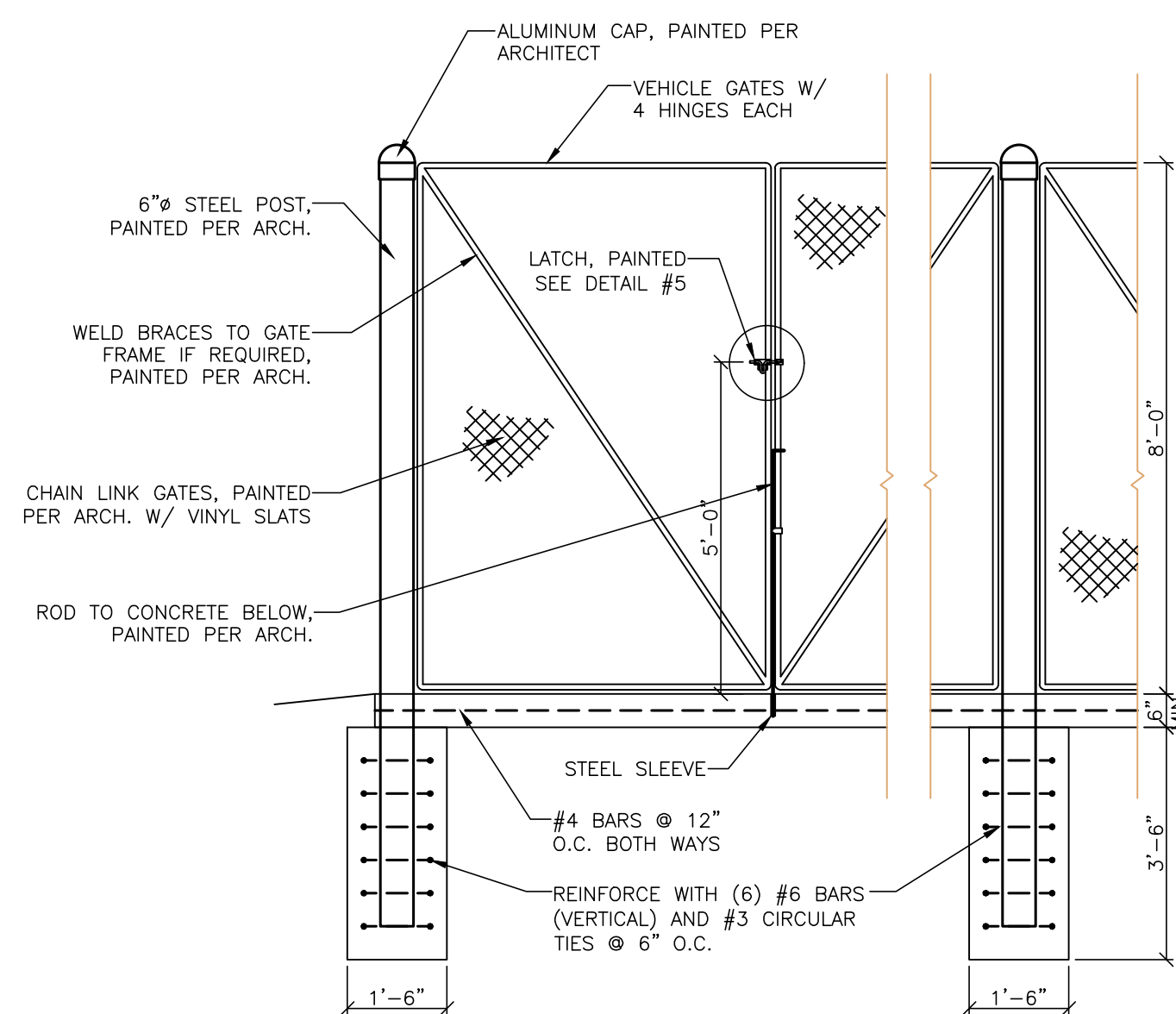
06/12

SHEET NUMBER

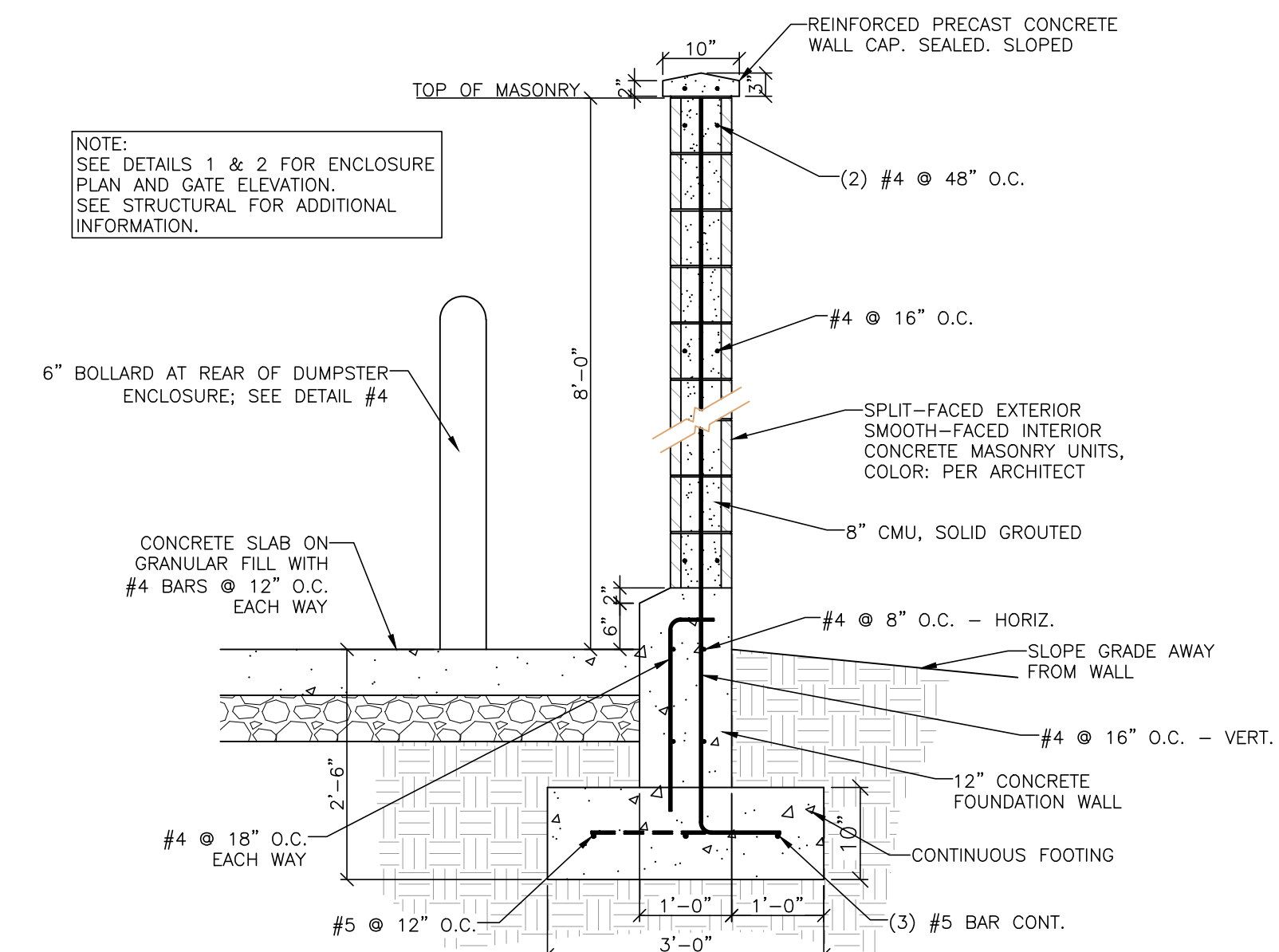


Trash Enclosure Plan

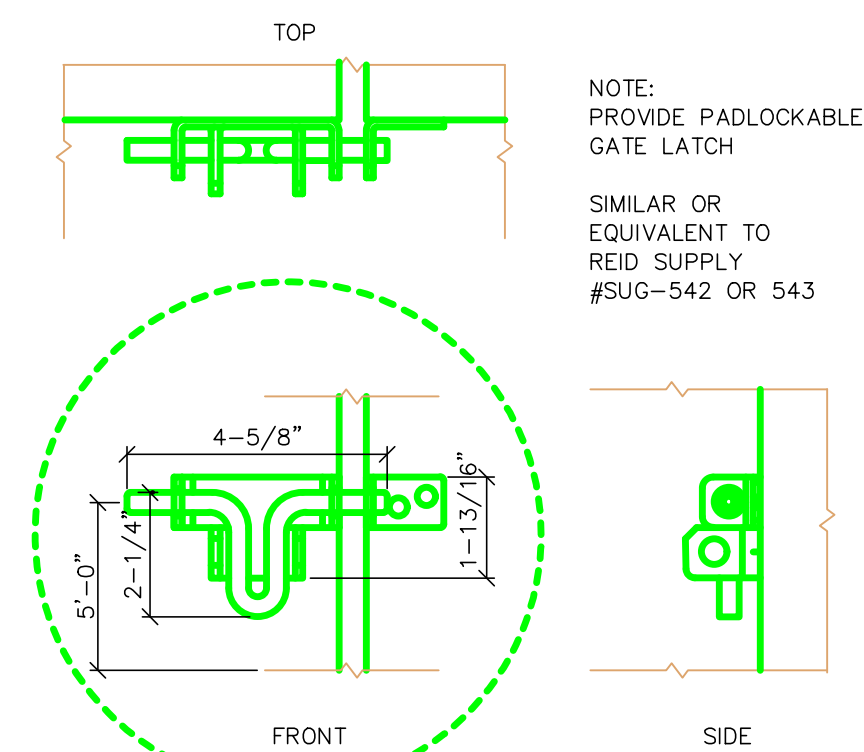
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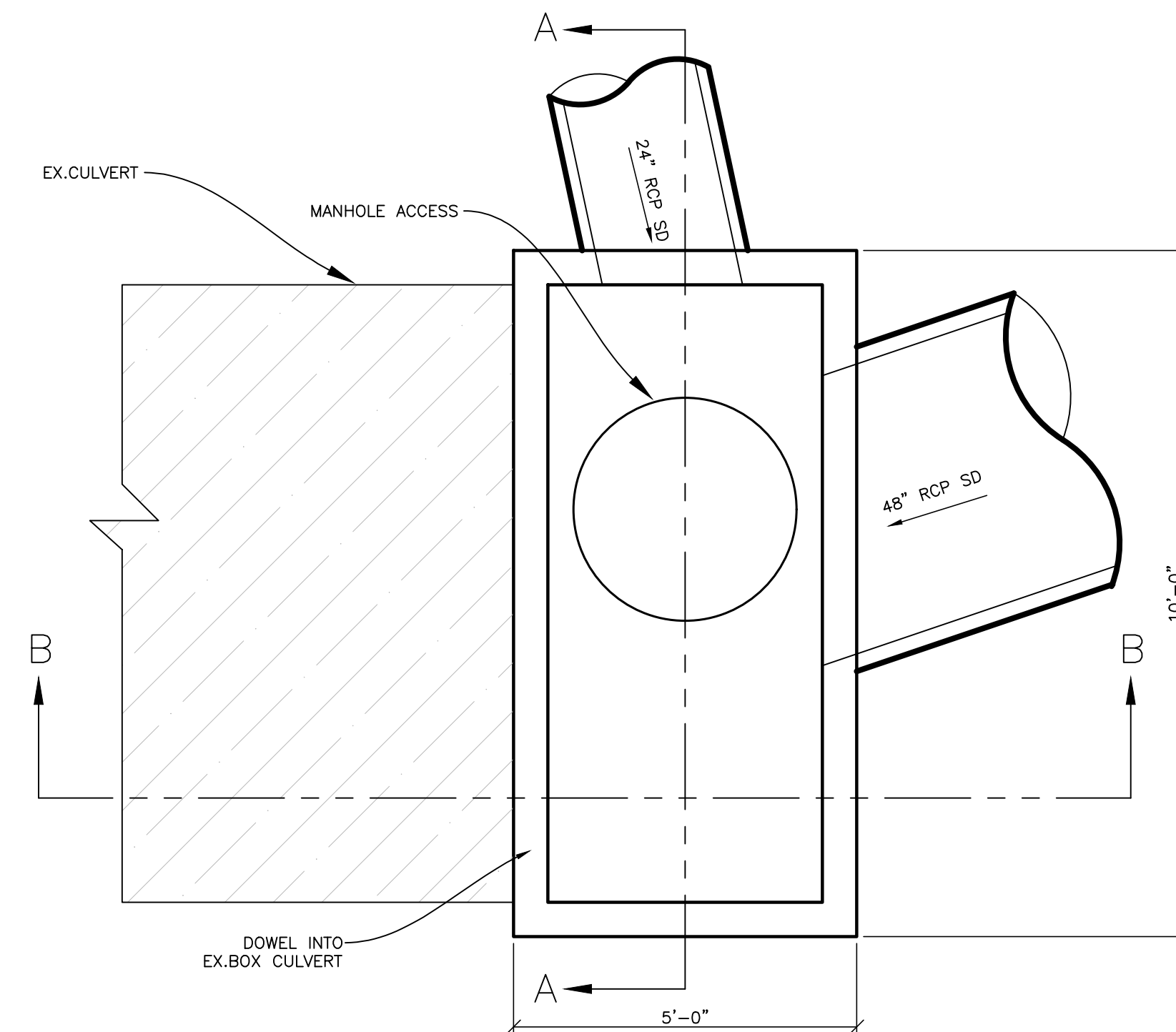
Trash Enclosure Gate Detail



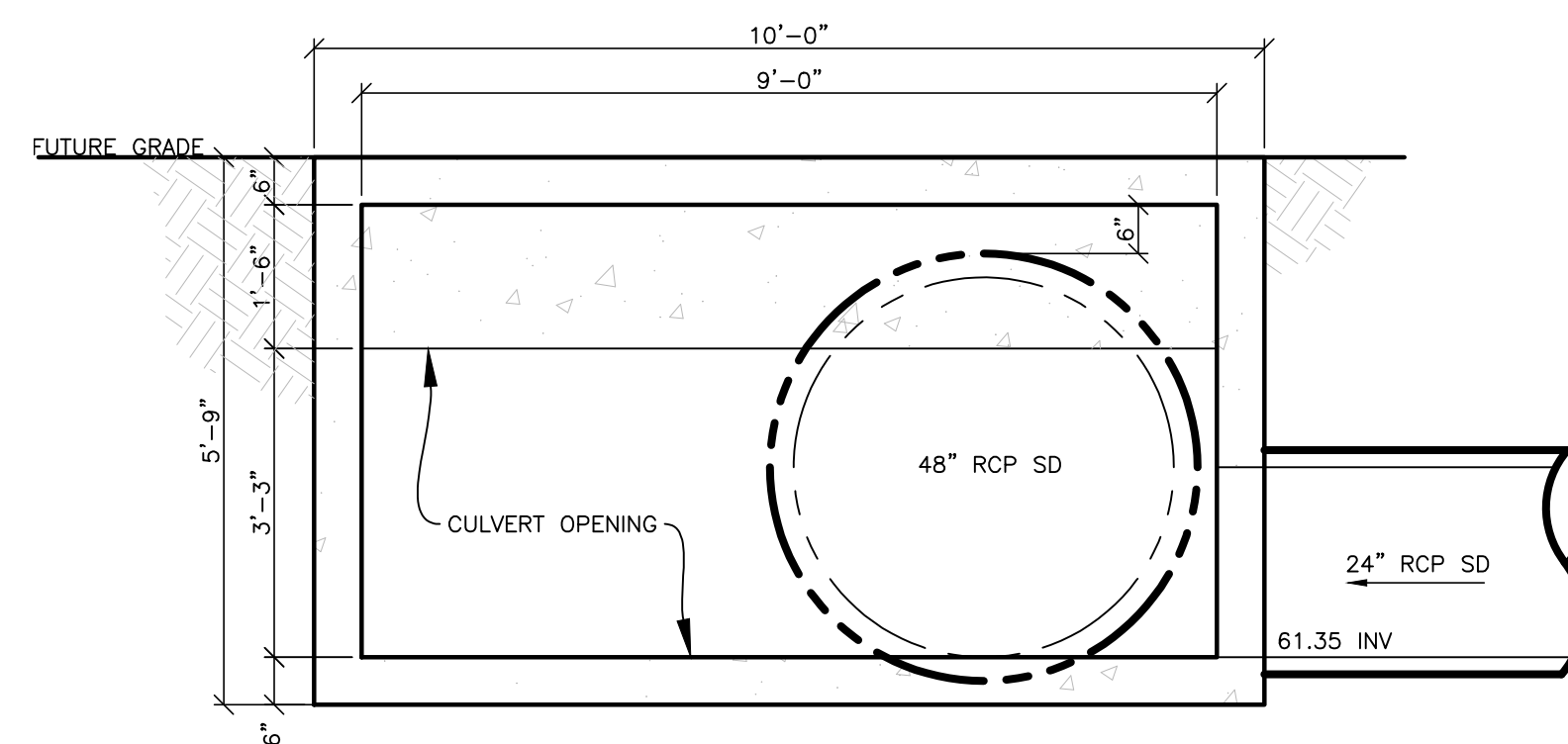
Trash Enclosure Wall Section



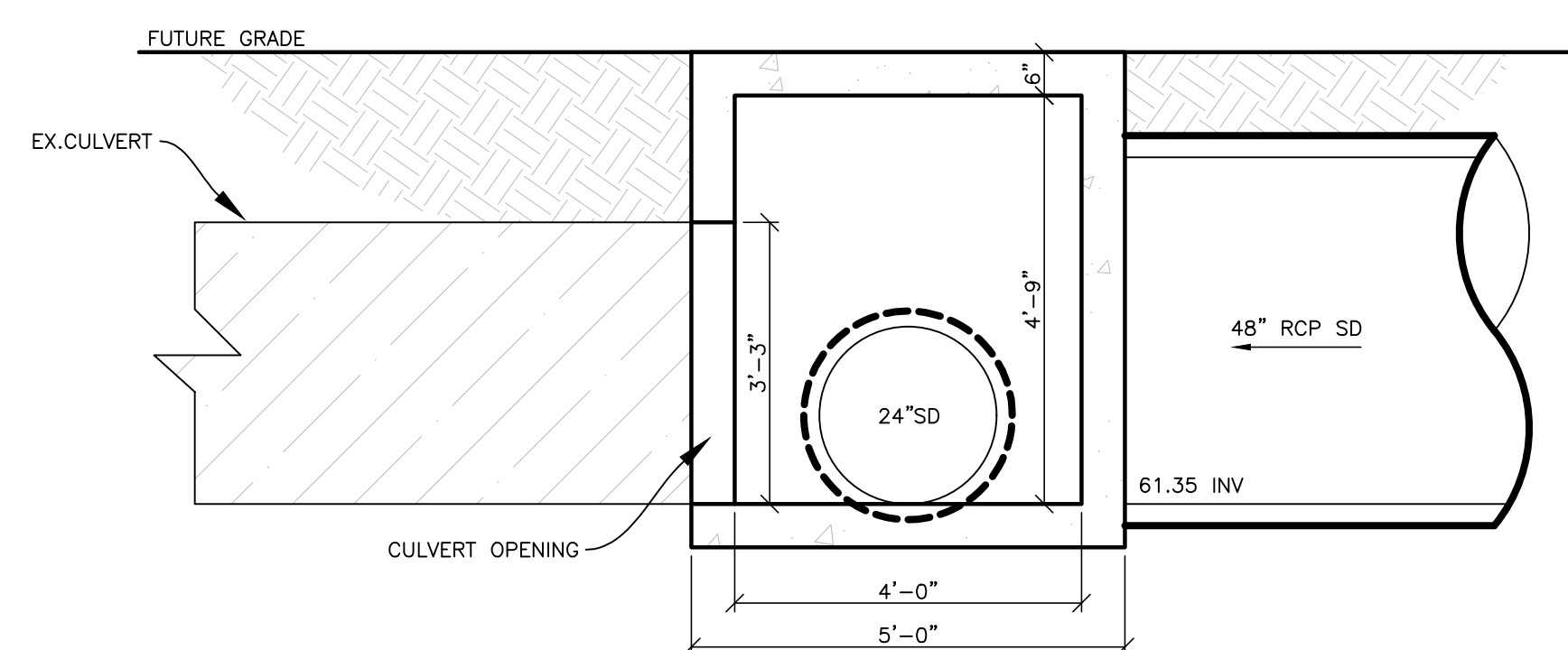
Trash Enclosure Gate Latch Detail



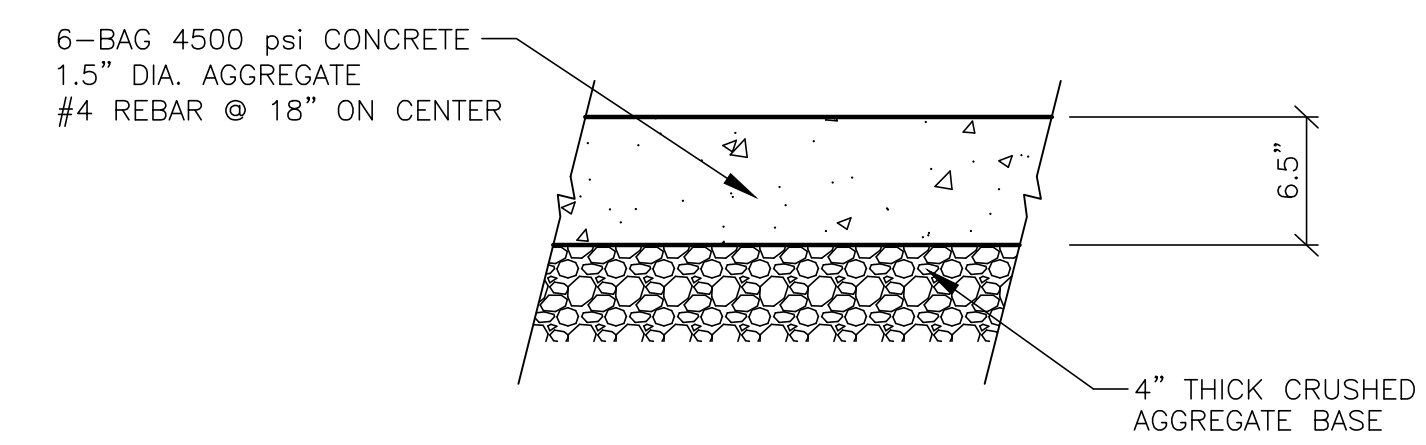
Plan



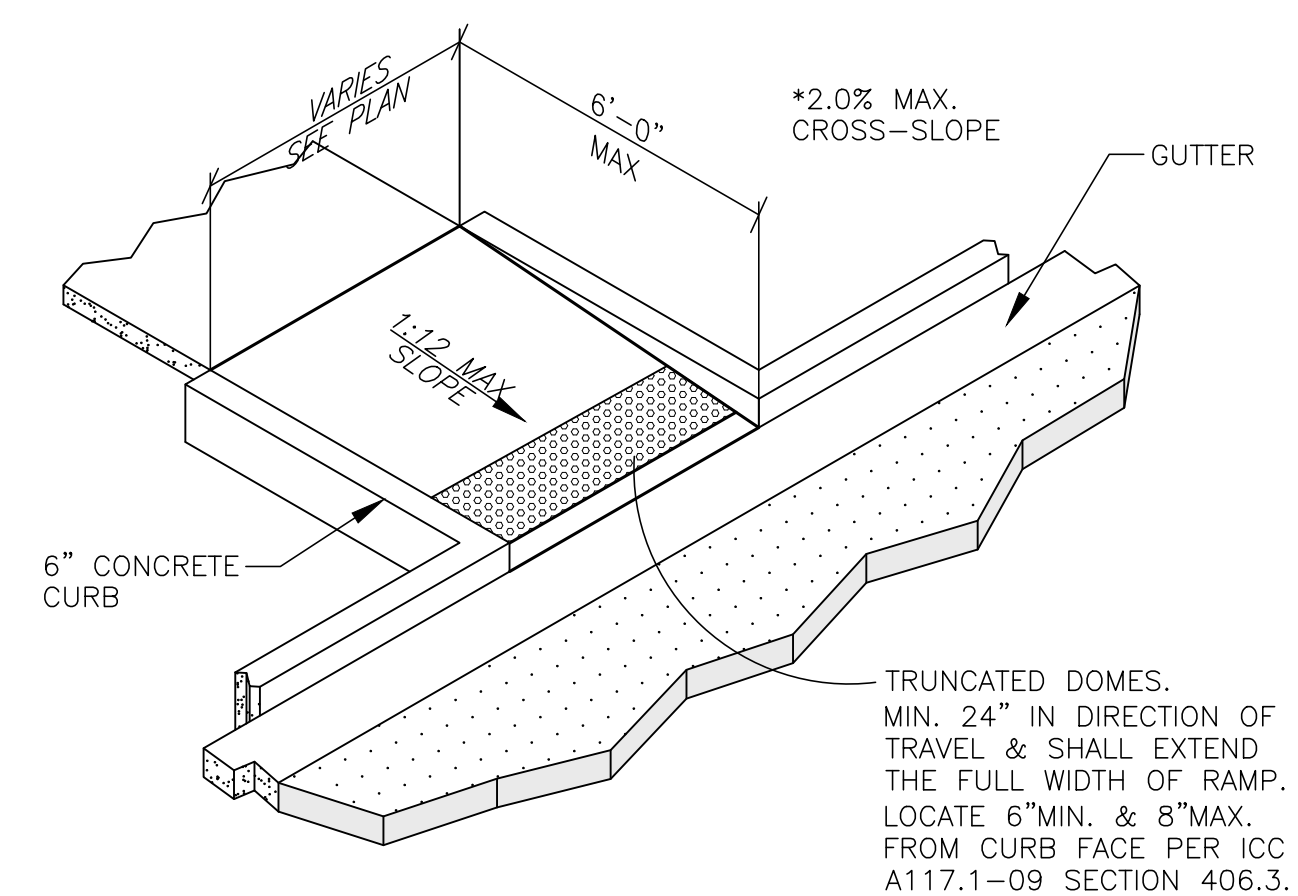
Section A-A



Section B-B

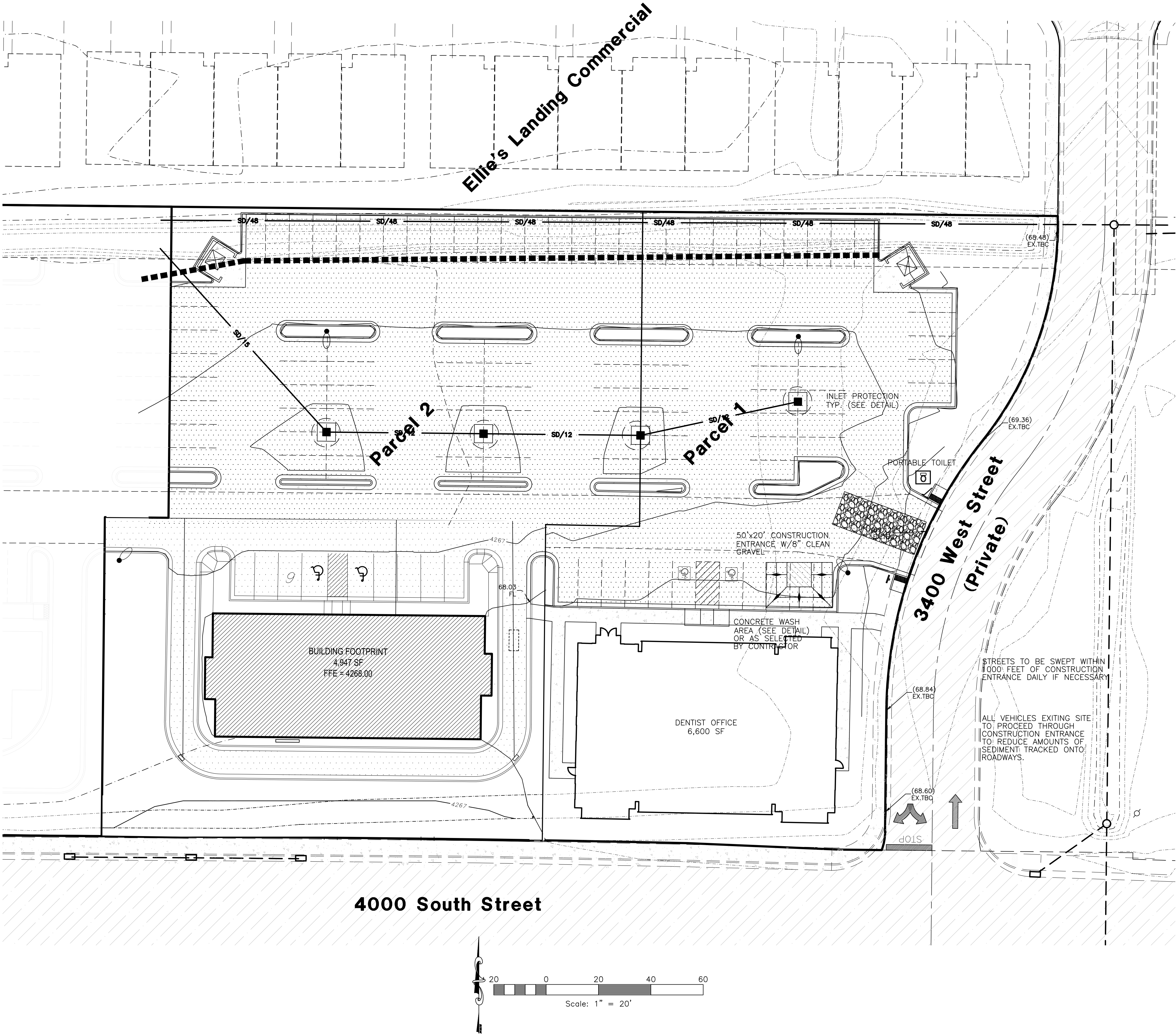


Trash Enclosure Concrete Pad
SCALE: NONE



ADA Ramp Detail

Bailey Construction
Storm Water Pollution Prevention Plan Exhibit
WEST HAVEN CITY, WEBER COUNTY, UTAH
MARCH 2021



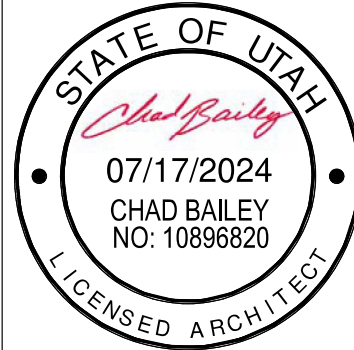
Vicinity Map
NOT TO SCALE

- PORTABLE TOILET
- INLET PROTECTION TYP. (SEE DETAIL)
- SILT FENCE (SEE DETAIL)

Construction Activity Schedule

- PROJECT LOCATION.....WEST HAVEN CITY, WEBER COUNTY, UTAH
- PROJECT BEGINNING DATE.....MARCH 2021
- BMP'S DEPLOYMENT DATE.....MARCH 2021
- STORM WATER MANAGEMENT CONTACT / INSPECTOR.....BRENT BAILEY (801) 782-4748
- SPECIFIC CONSTRUCTION SCHEDULE INCLUDING BMP CONSTRUCTION SCHEDULE TO BE INCLUDED WITH SWPPP BY OWNER/DEVELOPER

COMPASS:



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ARCHITECTS

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PROJECT TITLE
WEST HAVEN RETAIL @ ELLIE'S
LANDING
3454 W 400 S
WEST HAVEN, UT 84401

DOCUMENT DATE:
07/17/2024

PROJECT PHASE
CONSTRUCTION

#	Description	Date

DRAWING DESCRIPTION
SWPPP PLAN

08/12
SHEET NUMBER

Notes:

1. Describe all BMP's to protect storm water inlets:
All storm water inlets to be protected by straw wattle barriers, or gravel bags (see detail).
2. Describe BMP's to eliminate/reduce contamination of storm water from:

a. Equipment / building / concrete wash areas:
To be performed in designated areas only and surrounded with silt fence barriers.

b. Soil contaminated by soil amendments:
If any contaminates are found or generated, contact environmental engineer and contacts listed.

c. Areas of contaminated soil:
If any contaminates are found or generated, contact environmental engineer and contacts listed.

d. Fueling area:
To be performed in designated areas only and surrounded with silt fence.

e. Vehicle maintenance areas:
To be performed in designated areas only and surrounded with silt fence.

f. Vehicle parking areas:
To be performed in designated areas only and surrounded with silt fence.

g. Equipment storage areas:
To be performed in designated areas only and surrounded with silt fence.

h. Materials storage areas:
To be performed in designated areas only and surrounded with silt fence.

i. Waste containment areas:
To be performed in designated areas only and surrounded with silt fence.

j. Service areas:
To be performed in designated areas only and surrounded with silt fence.
3. BMP's for wind erosion:
Stockpiles and site as needed to be watered regularly to eliminate / control wind erosion
4. Construction Vehicles and Equipment:

a. Maintenance
 - Maintain all construction equipment to prevent oil or other fluid leaks.
 - Keep vehicles and equipment clean, prevent excessive build-up of oil and grease.
 - Regularly inspect on-site vehicles and equipment for leaks, and repair immediately.
 - Check incoming vehicles and equipment (including delivery trucks, and employee and subcontractor vehicles) for leaking oil and fluids. Do not allow leaking vehicles or equipment on-site.
 - Segregate and recycle wastes, such as greases, used oil or oil filters, antifreeze, cleaning solutions, automotive batteries, hydraulic, and transmission fluids.

b. Fueling
 - If fueling must occur on-site, use designated areas away from drainage.
 - Locate on-site fuel storage tanks within a bermed area designed to hold the tank volume.
 - Cover retention area with an impervious material and install in in a manner to ensure that any spills will be contained in the retention area. To catch spills or leaks when removing or changing fluids.
 - Use drip pans for any oil or fluid changes.

c. Washing
 - Use as little water as possible to avoid installing erosion and sediment controls for the wash area.
 - If washing must occur on-site, use designated, bermed wash areas to prevent waste water discharge into storm water, creeks, rivers, and other water bodies.
 - Use phosphate-free, biodegradable soaps.
 - Do not permit steam cleaning on-site.
5. Spill Prevention and Control

a. Minor Spills:
Minor spills are those which are likely to be controlled by on-site personnel. After contacting local emergency response agencies, the following actions should occur upon discovery of a minor spill:
 - Contain the spread of the spill.
 - If the spill occurs on paved or impermeable surfaces, clean up using "dry" methods (i.e. absorbent materials, cat litter, and / or rags).
 - If the spill occurs in dirt areas, immediately contain the spill by constructing an earth dike. Dig up and properly dispose of contaminated soil.
 - If the spill occurs during rain, cover the impacted area to avoid runoff.
 - Record all steps taken to report and contain spill.

b. Major Spills:
On-site personnel should not attempt to control major spills until the appropriate and qualified emergency response staff have arrived at the site. For spills of federal reportable quantities, also notify the National Response Center at (800) 424-8802. A written report should be sent to all notified authorities. Failure to report major spills can result in significant fines and penalties.
6. Post Roadway / Utility Construction

a. Maintain good housekeeping practices.

b. Enclose or cover building material storage areas.

c. Properly store materials such as paints and solvents.

d. Store dry and wet materials under cover, away from drainage areas.

e. Avoid mixing excess amounts of fresh concrete or cement on-site.

f. Perform washout of concrete trucks offsite or in designated areas only.

g. Do not wash out concrete trucks into storm drains, open ditches, streets or streams.

h. Do not place material or debris into streams, gutters or catch basins that stop or reduce the flow of runoff water.

i. All public streets and storm drain facilities shall be maintained free of building materials, mud and debris caused by grading or construction operations. Roads will be swept within 1000' of construction entrance daily, if necessary.

j. Install straw wattle around all inlets contained within the development and all others that receive runoff from the development.
7. Erosion Control Plan Notes

a. The contractor will designate an emergency contact that can be reached 24 hours a day 7 days a week.

b. A stand-by crew for emergency work shall be available at all times during potential rain or snow runoff events. Necessary materials shall be available on site and stockpiled at convenient locations to facilitate rapid construction of emergency devices when rain or runoff is eminent.

c. Erosion control devices shown on the plans and approved for the project may not be removed without approval of the engineer of record. If devices are removed, no work may continue that have the potential of erosion without consulting the engineer of record. If deemed necessary erosion control should be reestablished before this work begins.

d. Graded areas adjacent to fill slopes located at the site perimeter must drain away from the top of the slope at the conclusion of each working day. this should be confirmed by survey or other means acceptable to the engineer of record.

e. All silt and debris shall be removed from all devices within 24 hours after each rain or runoff event.

f. Except as otherwise approved by the inspector, all removable protective devices shown shall be in place at the end of each working day and through weekends until removal of the system is approved.

g. All loose soil and debris, which may create a potential hazard to offsite property, shall be removed from the site as directed by the engineer of record of the governing agency.

h. The placement of additional devices to reduce erosion damage within the site is left to the discretion of the engineer of record.

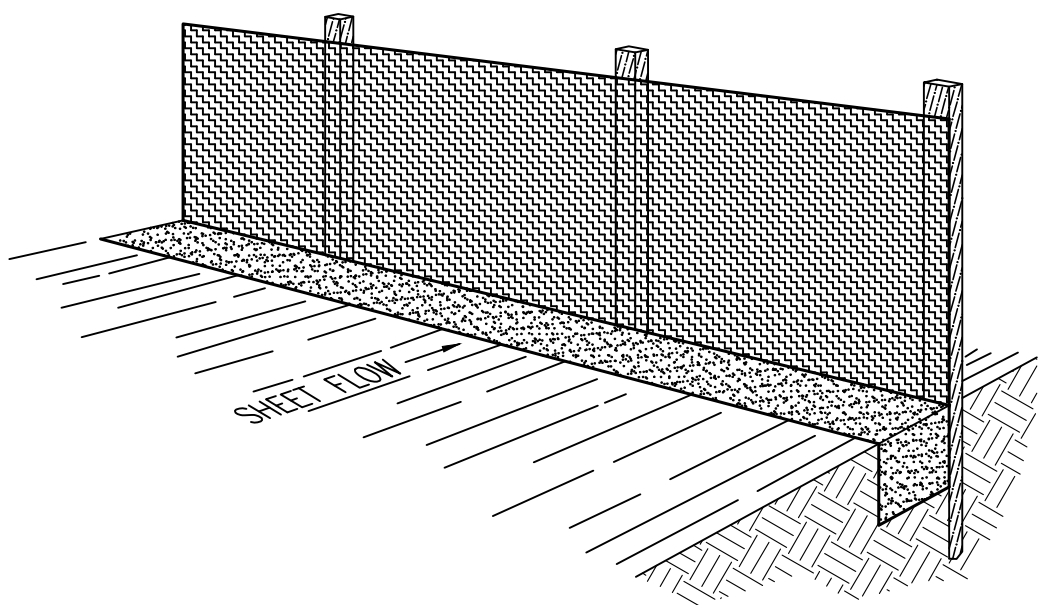
i. Desilting basins may not be removed or made inoperable without the approval of the engineer of record and the governing agency.

j. Erosion control devices will be modified as need as the project progresses and plans of these changes submitted for approval by the engineer of record and the governing agency.
8. Conduct a minimum of one inspection of the erosion and sediment controls every two weeks. Maintain documentation on site.

a. Part III.D.4 of general permit UTRC00000 identifies the minimum inspection requirements.

b. Part II.D.4.C identifies the minimum inspection report requirements.

c. Failure to complete and/or document storm water inspections is a violation of part III.D.4 of Utah General Permit UTR 300000.



Perspective View

Figure 2

INSTALLATION

The silt fence should be installed prior to major soil disturbances in the drainage area. The fence should be placed across the slope along a line of uniform elevation wherever flow of sediment is anticipated. Table 1 shows generally-recommended maximum slope lengths (slope spacing between fences) at various site grades for most silt fence applications.

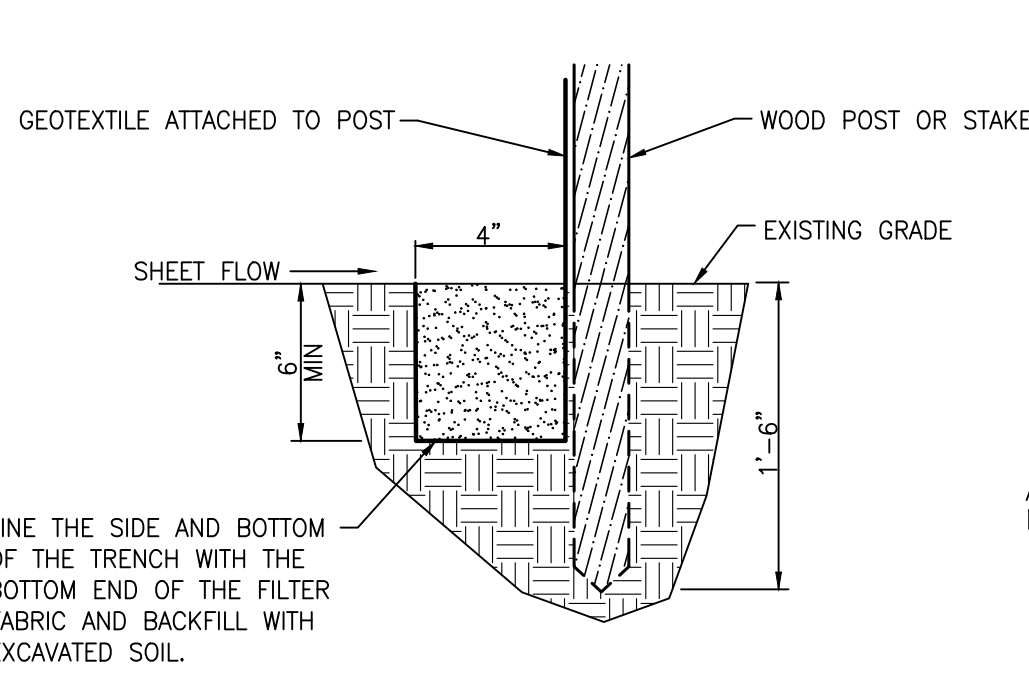
TABLE 1: Recommended Maximum Slope Lengths for Silt Fence (Richardson & Middlebrooks, 1991)		
Slope Steepness (%)	Max. Slope Length m (ft)	
<2%	30.5m (100ft)	
2-5%	22.9m (75ft)	
5-10%	15.2m (50ft)	
10-20%	7.6m (25ft)	
>20%	4.5m (15ft)	

PREFABRICATED SILT FENCE ROLLS

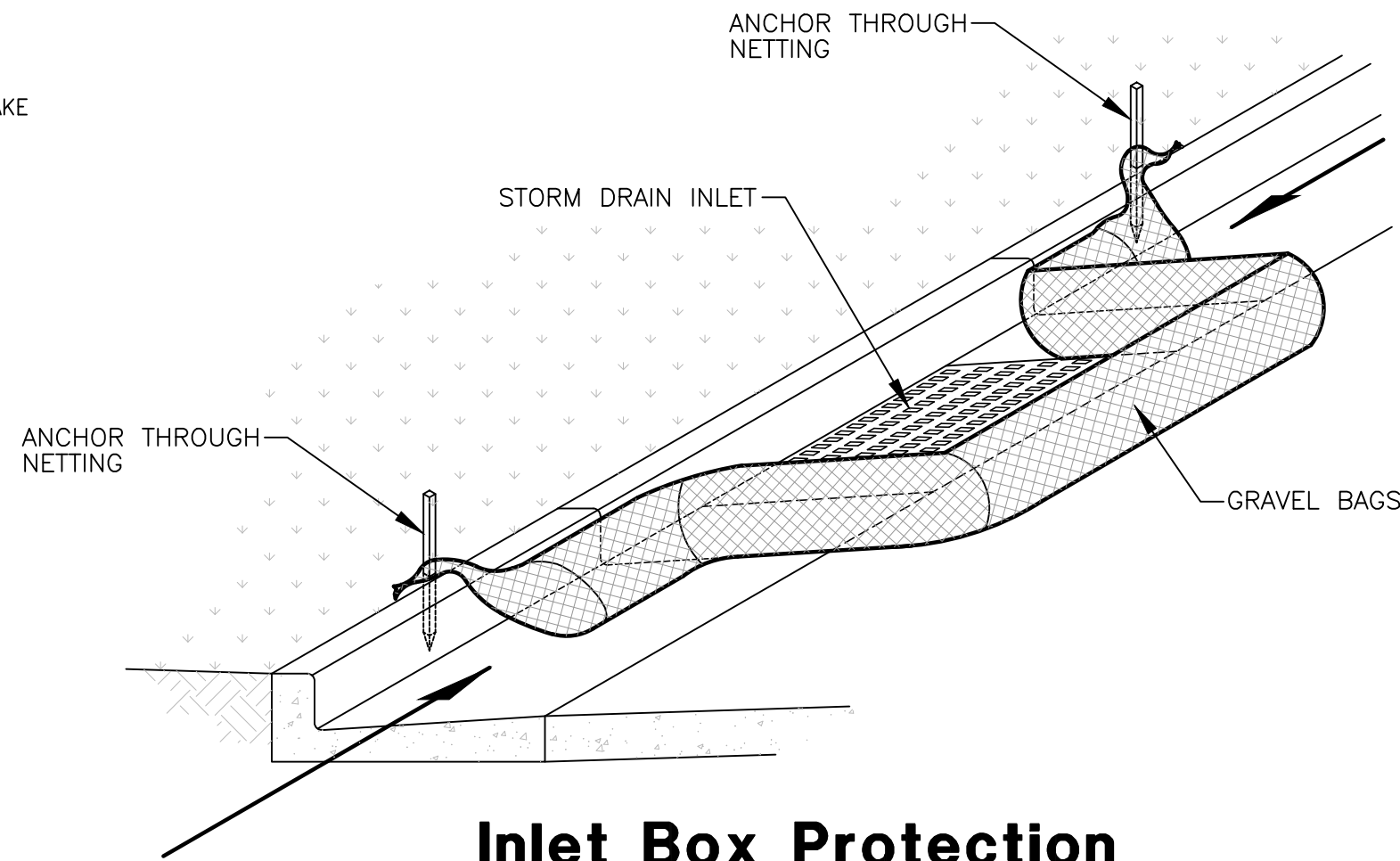
- *Excavate a minimum 15.2cm x 15.2cm (6"x6") trench at the desired location.
- *Unroll the silt fence, positioning the post against the downstream wall of the trench.
- *Adjacent rolls of silt fence should be joined by nesting the end post of one fence into the other. Before nesting the end posts, rotate each post until the geotextile is wrapped completely around the post, then abut the end posts to create a tight seal as shown in Figure 1.
- *Drive posts into the ground until the required fence height and/or anchorage depth is obtained.
- *Bury the loose geotextile at the bottom of the fence in the upstream trench and backfill with natural soil, tamping the backfill to provide good compaction and anchorage. Figure 2 illustrates a typical silt fence installation and anchor trench placement.

FIELD ASSEMBLY:

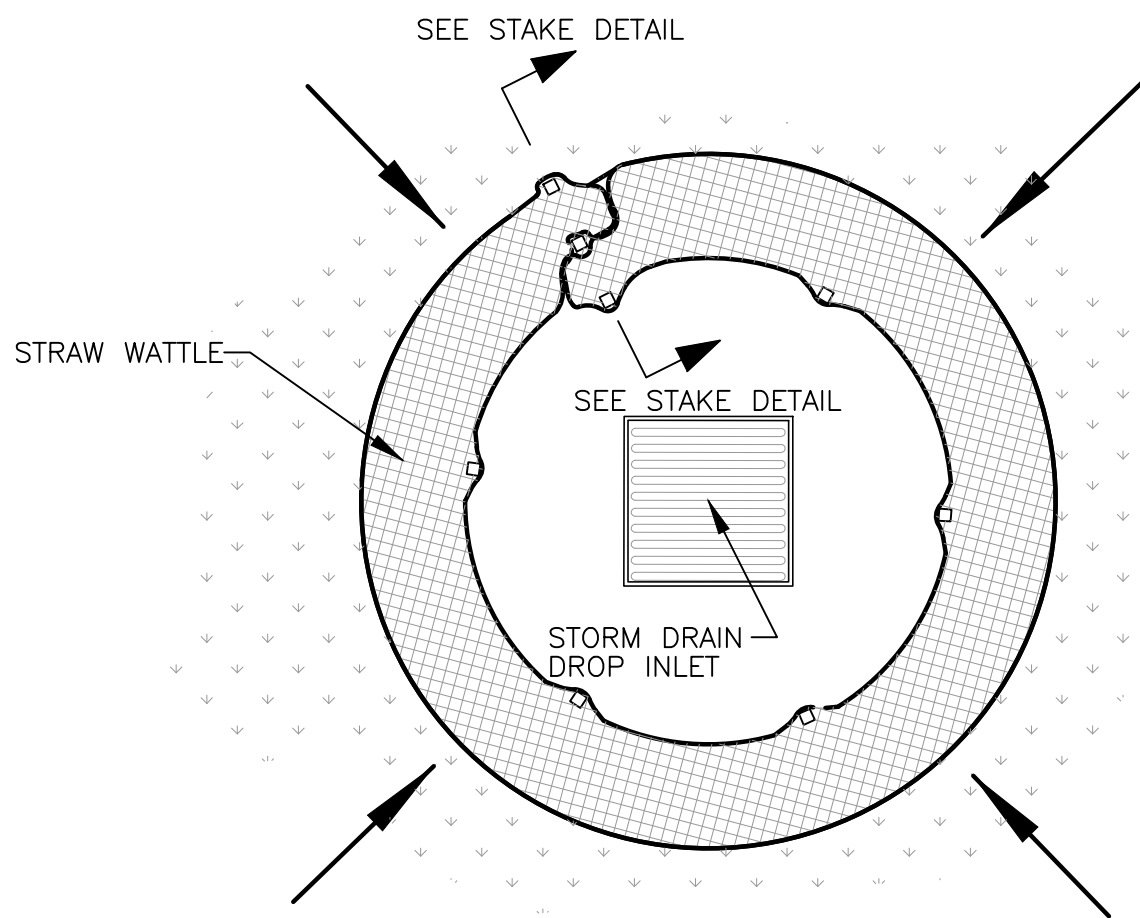
- *Excavate a minimum 15.2cm x 15.2cm (6"x6") trench at the desired location.
- *Drive wooden posts, or steel posts with fastening projections, against the downstream wall of the trench. Maximum post spacing should be 2.4-3.0m (8-10ft). Post spacing



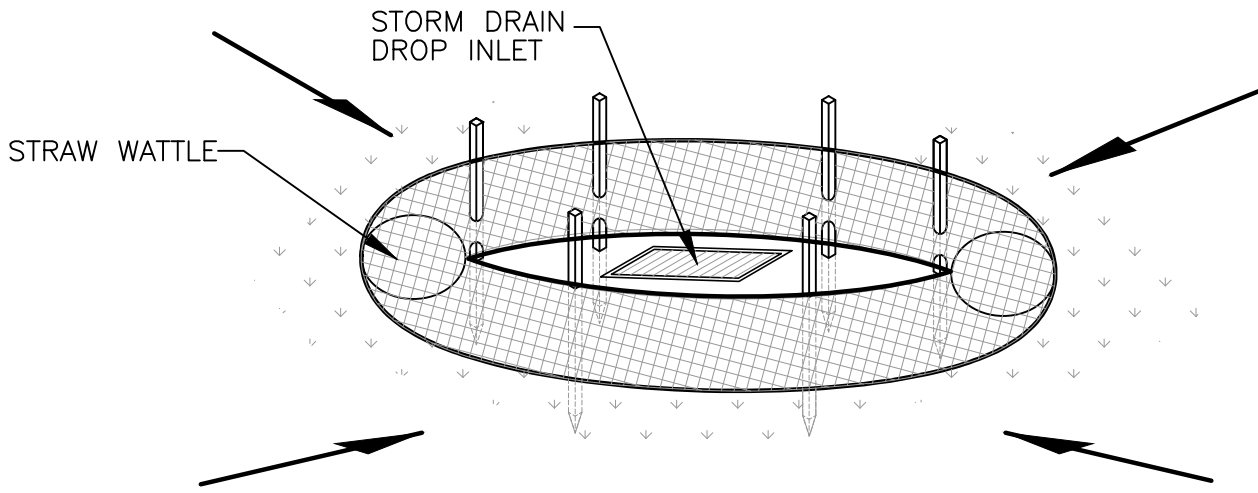
Section



Inlet Box Protection



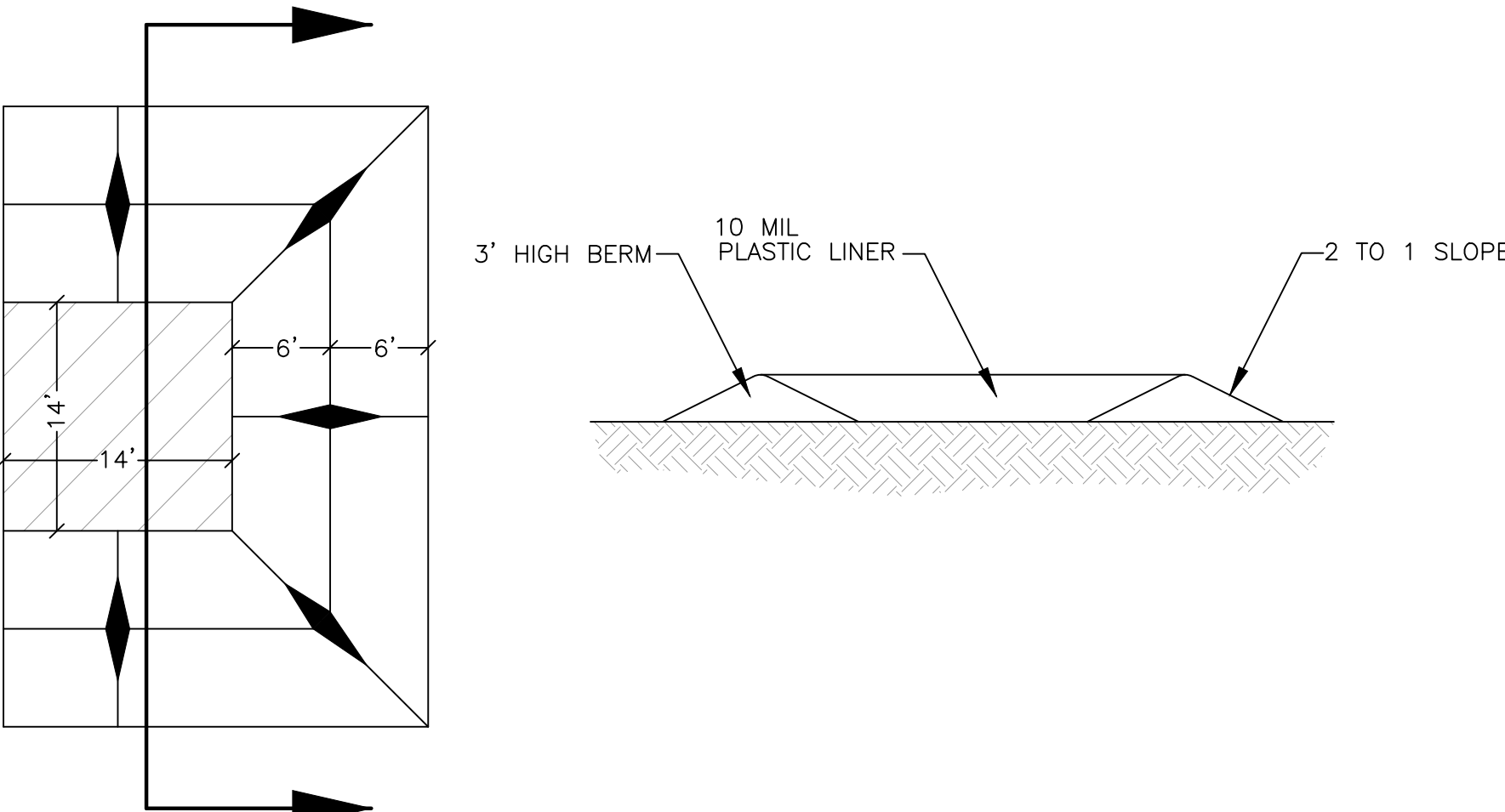
Plan View



Drop Inlet Protection

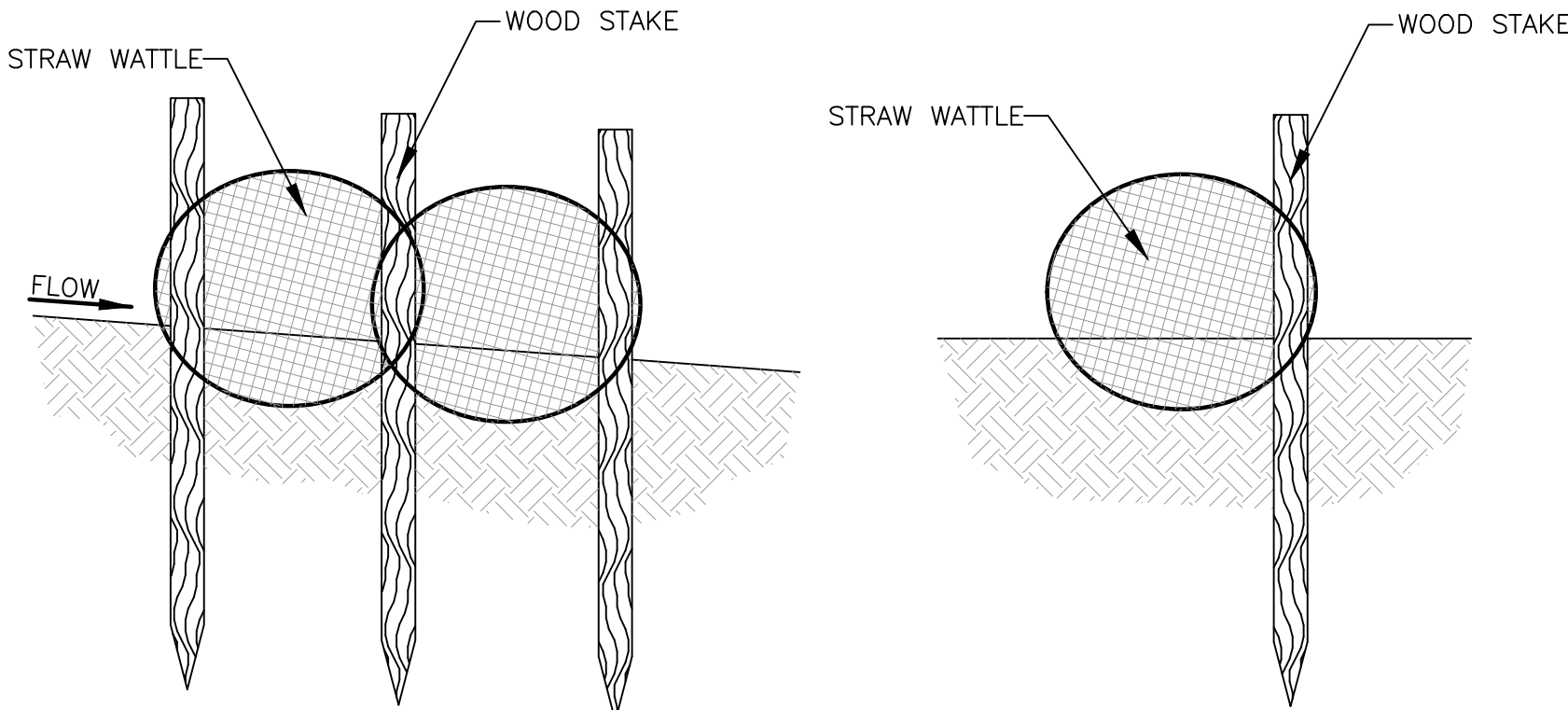
Silt Fence Detail

SCALE: NONE

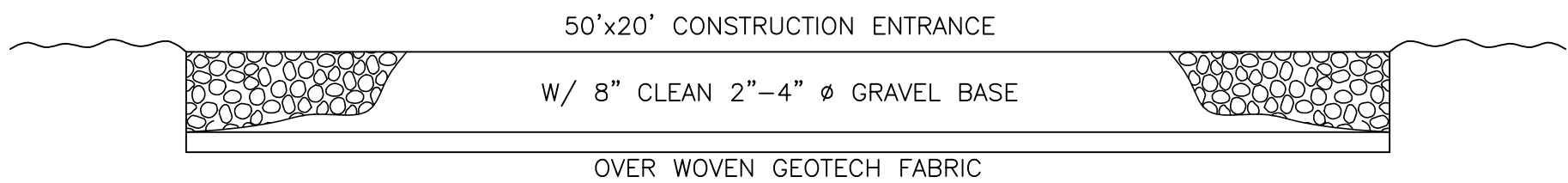


Concrete Washout Area
w/ 10 mil Plastic Liner

SCALE: NONE

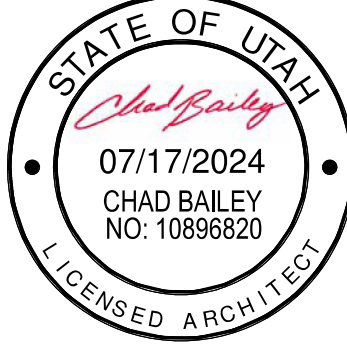


Stake Detail



Cross Section 50' x 20' Construction Entrance

COMPASS:



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DEVELOP ARCHITECTS, LLC

PROJECT TITLE
WEST HAVEN RETAIL @ ELLIE'S
LANDING
3454 W 400 S
WEST HAVEN, UT 84401

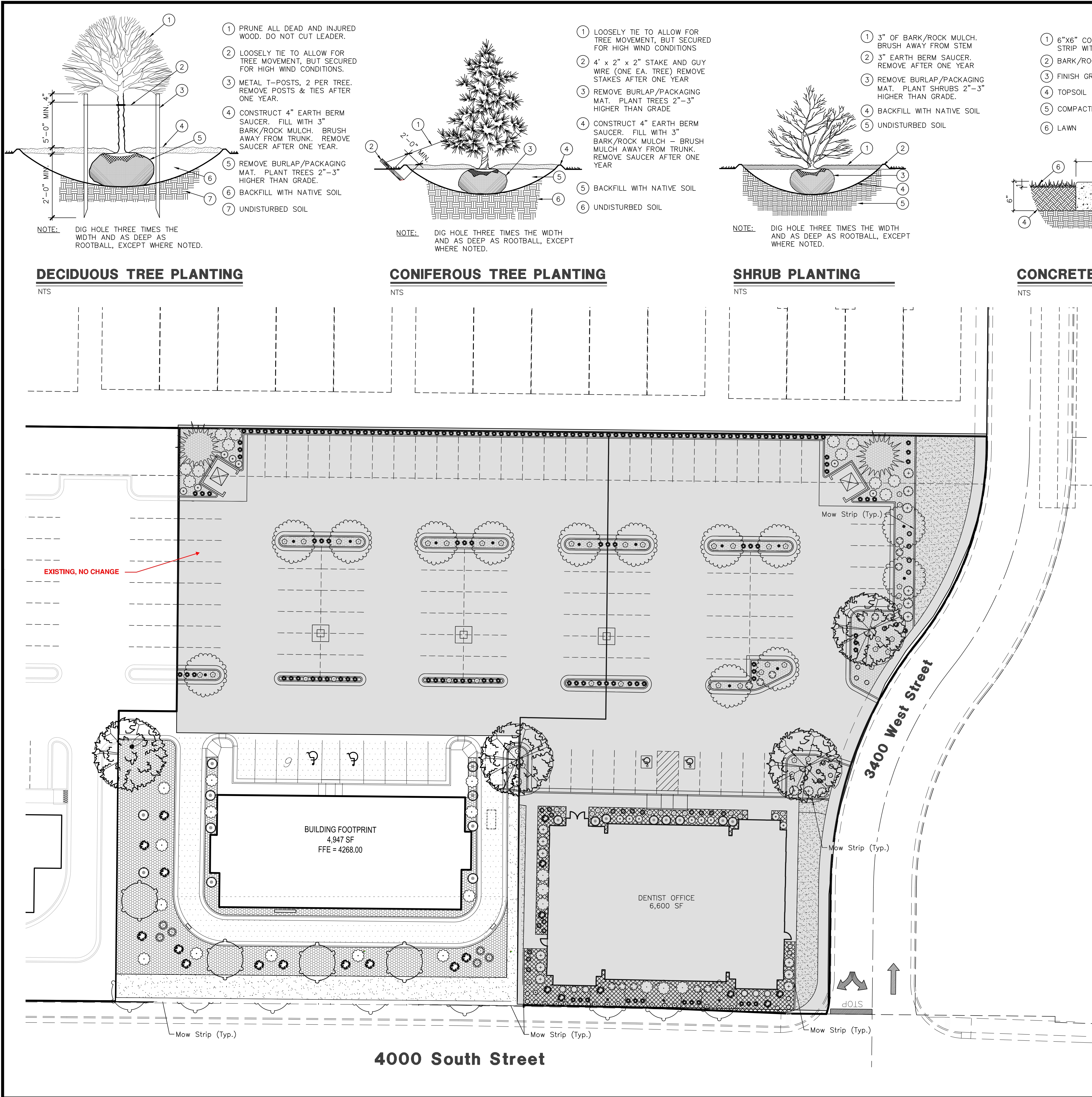
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07/17/2024

PROJECT PHASE
CONSTRUCTION

#	Description	REVISIONS	
		Date	

DRAWING DESCRIPTION
SWPPP DETAILS

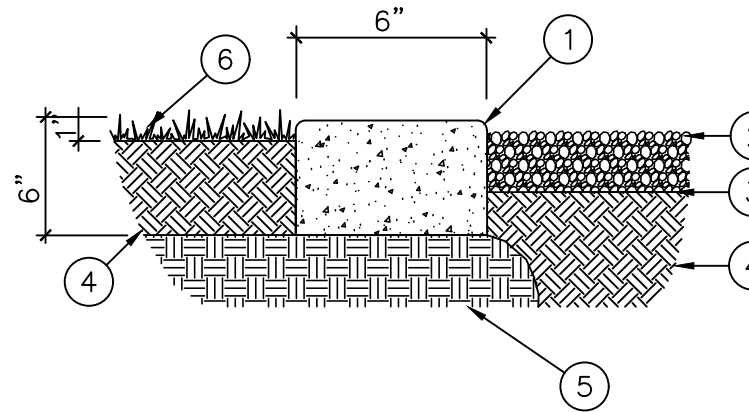
09/12
SHEET NUMBER



PLANTING NOTES

1. This planting plan is diagrammatic and plant locations are approximate.
2. Field survey, stake, and string the layout and locations of site construction features for approval before actual construction. The layout shall conform to the exact location and grades of the intended work to be done.
3. Coordinate all aspects of the planting plans with the irrigation system and call the attention of the owners representative to any conflict in placement of plants in relation to sprinkler heads, lines and valves at the time the landscape installation phase takes place.
4. Finish grade of soil in lawn areas shall be 2" below pads, walks, paving, headers and curbs to accommodate sod. Grades in areas when seeded shall be 1" lower than adjacent edge.
5. Native topsoil shall be stockpiled and stored on site whenever possible for use in landscape areas.
6. All sod areas shall receive a minimum 4" depth of native topsoil and shrub beds shall receive a minimum of 8" of native topsoil.
7. Imported topsoil, when required, shall come from a reputable source, have a loam consistency and be free of weeds and debris.
8. Face each shrub to give the most pleasing look as seen from a line perpendicular to the wall or walk to/from which it is viewed.
9. Edging or Curbing shall be installed as shown on the plan to separate grass from shrub beds.
10. Shrub beds shall drain properly to prevent standing water from occurring. Call improperly draining planters or planting beds to the attention of the owners representative before planting. Provide positive drainage away from all structures and walls. Slope landscape areas 2% minimum.
11. Place mulch in all shrub beds and perennial areas. See schedule for depth and type. Do not crowd out small perennial plants with excessive mulch.
12. Provide a 3" minimum diameter circle "tree ring" around trees that are placed within lawn areas. Place a 3" min. depth of mulch. Use shredded bark mulch or match mulch being used for shrub beds.
13. The contractor shall maintain all work until work is complete and accepted by the Owner. The contractor shall maintain and guarantee all work for a period of THIRTY DAYS from the date of final acceptance by the Owner. Maintenance shall include mowing, weeding, fertilizing and irrigating.

- 1 6"x6" CONCRETE MOW STRIP WITH RADIUS EDGES
- 2 BARK/ROCK MULCH
- 3 FINISH GRADE/WEED FABRIC
- 4 TOPSOIL
- 5 COMPACTED SUBGRADE
- 6 LAWN



CONCRETE MOW STRIP

NTS

PLANT TABLE

TREES				
Quantity	Symbol	Scientific Name	Common Name	Size
4		Gleditsia triacanthos 'Imperial'	Imperial Honey Locust	2" cal.
8		Malus sp. 'Red Barron'	Red Barron Crabapple	2" cal.
2		Pinus nigra	Austrian Pine	6' Ht
13		Syringa reticulata 'Ivory Silk'	Ivory Silk Lilac Tree	2" cal.

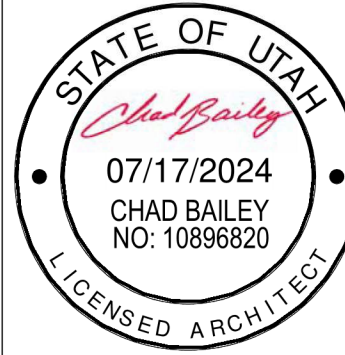
SHRUBS				
Quantity	Symbol	Scientific Name	Common Name	Size
18		Berberis thun. atro. 'Nana'	Crimson Pygmy Barberry	5 gal.
20		Buxus microphylla 'Winter Gem'	Winter Gem boxwood	5 gal.
36		Euonymus alatus 'Compacta'	Dwarf Burning Bush	5 gal.
27		Pinus mugo 'Slowmound'	Slowmound Mugo Pine	5 gal.
19		Ribes Alpinum 'Green Mound'	Green Mound Alpine Currant	5 gal.
28		Spiraea bumalda 'Gold Mound'	Gold Mound Spirea	5 gal.
20		Viburnum opulus nanum	Dwarf European Cranberry	5 gal.

Ornamental Grasses				
Quantity	Symbol	Scientific Name	Common Name	Size
177		Calamagrostis x acutiflora 'Overdam'	Overdam Feather Reed Grass	1 gal.

PERENNIALS				
Quantity	Symbol	Scientific Name	Common Name	Size
82		Bergenia cordifolia "Rose"	Rose Bergenia	1 gal.
38		Campanula rotundifolia 'Olympica'	Olympica Bellflower	1 gal.
23		Leucanthemum x s. 'Snow Lady'	Snow Lady Shasta Daisy	1 gal.
35		Rudbeckia fulgida 'Goldsturm'	Goldsturm Black Eyed Susan	1 gal.

OTHER		
Symbol	Description	Size/Type
	Turf Grass - Sod	Sod
	Kentucky Bluegrass Mix - 3 Species Minimum	
	Wood Mulch - Medium Chunk	1" Diameter
	Place mulch over 5 ounce Professional weed barrier cloth in all planting beds. Contractor to provide samples to owner for approval prior to delivery.	3" Depth
	Gravel Mulch - Tan Color	1" Diameter
	Place mulch over 5 ounce Professional weed barrier cloth in all planting beds. Contractor to provide samples to owner for approval prior to delivery.	3" Depth
	Concrete Mow Strip	6"x6"

COMPASS:



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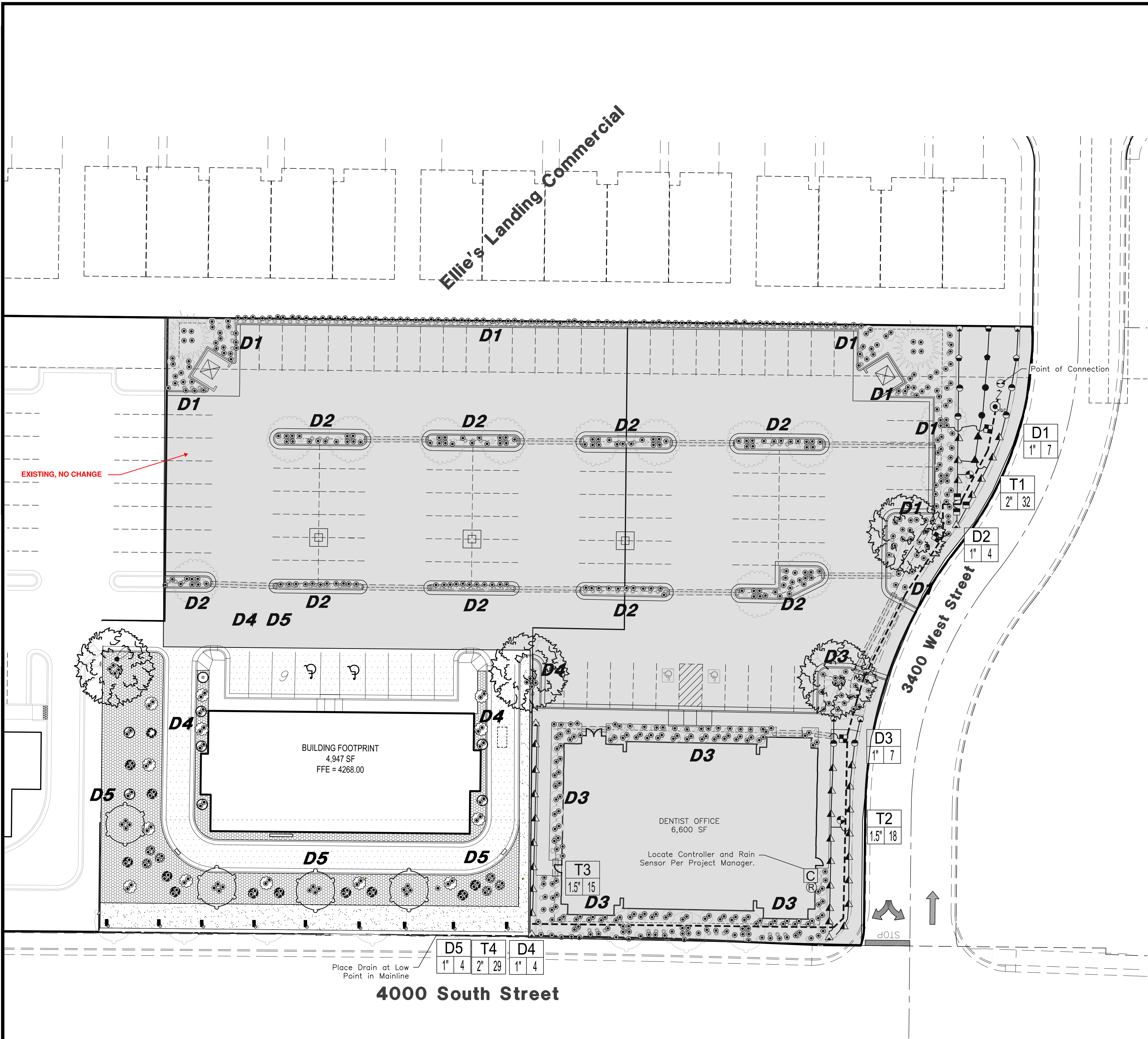
DOCUMENT DATE:
07/17/2024

PROJECT PHASE
CONSTRUCTION

REVISIONS	
#	Description

DRAWING DESCRIPTION
LANDSCAPE PLAN

10/12
SHEET NUMBER



IRRIGATION SCHEDULE

RADIUS	SYMBOL	PSI	MANUFACT.	CATALOG #	DESCRIPTION
SPRAY	QU. HALF FULL				HEAD; NOZZLE
5'		30	RAINBIRD	1804-SAM-PRS	SPRAY; 5' MPR
8'		30	RAINBIRD	1804-SAM-PRS	SPRAY; 8' MPR
10'		30	RAINBIRD	1804-SAM-PRS	SPRAY; 10' MPR
12'		30	RAINBIRD	1804-SAM-PRS	SPRAY; 12' MPR
15'		30	RAINBIRD	1804-SAM-PRS	SPRAY; 15' MPR
4'X15'		30	RAINBIRD	1804-SAM-PRS	SPRAY; 15RCS/LCS
4'X15'		30	RAINBIRD	1804-SAM-PRS	SPRAY; 15EST
4'X30'		30	RAINBIRD	1804-SAM-PRS	SPRAY; 15CST
4'X30'		30	RAINBIRD	1804-SAM-PRS	SPRAY; 15SST

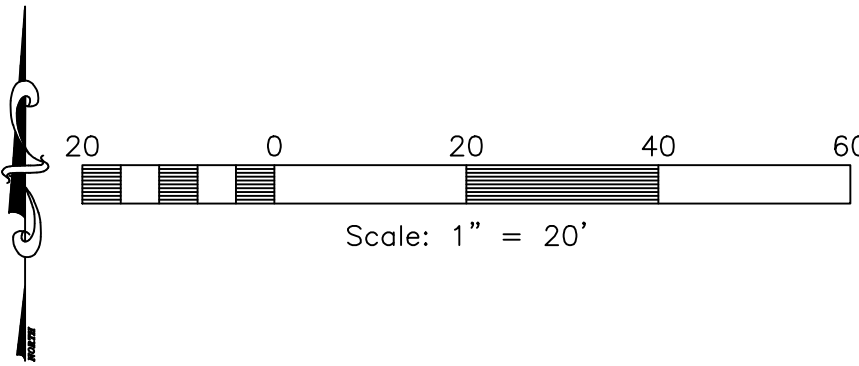
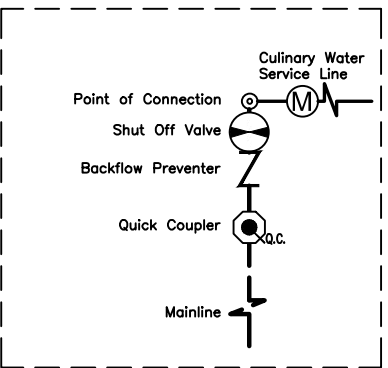
EQUIP.	SYMBOL	MANUFACT.	CATALOG #	DESCRIPTION
		FORD	BC11-444SWM-NL	STOP AND WASTE
		WILKINS	975XL2	BACKFLOW PREVENTION ASSEMBLY
		STRONGBOX	SBBC-30AL	ALUMINUM BACKFLOW ENCLOSURE
		RAINBIRD	MODEL 44LRC	1" QUICK COUPLING VALVE
		FORD	B111-333-NL 3/4"	MANUAL DRAIN VALVE ASSEMBLY
		RAINBIRD	ESP LXME	120 VAC-INDOOR/OUTDOOR CONTROLLER
		RAINBIRD	WR2-RC	WIRELESS RAIN SENSOR
		RAINBIRD	XCZ-100-PRB-COM	DRIP REMOTE CONTROL VALVE
		RAINBIRD	PEB SERIES	REMOTE CONTROL VALVE

PIPE	SYMBOL	CATALOG #	DESCRIPTION
	SCH. 40	PVC MAIN LINE	PRESSURIZED IRRIGATION MAIN LINE
	SCH. 40	PVC LATERAL LINE	IRRIGATION LINE; SIZE AS FOLLOWS: 3/4" (0-8 gpm), 1" (8-12 gpm), 1 1/4" (12-22 gpm), 1 1/2" (22-30 gpm), 2" (30-50 gpm)
	SCH. 40	PVC SLEEVE	2 X DIA. - USE UNDER PAVEMENT

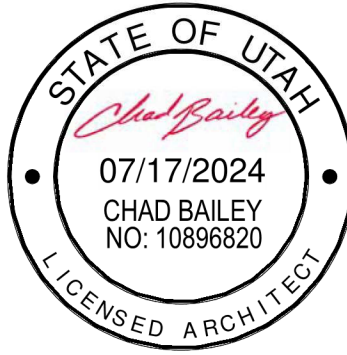
DRIP	SYMBOL	MANUFACT.	CATALOG #	DESCRIPTION
		RAINBIRD	XB-T-20-PC	XERIBUG DRIP EMITTERS, 2 GAL/HOUR 1 EMITTER PER 1 GALLON PLANT 2 EMITTERS PER 5 GALLON PLANT 4 EMITTERS PER TREE (OUTSIDE TURF AREAS)
		PVC/POLY	DRIP LATERAL LINE	1/2"-3/4" LATERAL SUPPLY LINE

LABELS	
	TURF VALVE NUMBER
	GALLONS PER MINUTE
	VALVE SIZE
	DRIP IRRIGATION ZONE
	DRIP VALVE NUMBER
	GALLONS PER MINUTE
	VALVE SIZE

POINT OF CONNECTION



COMPASS:



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LANDING
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WEST HAVEN, UT 84401

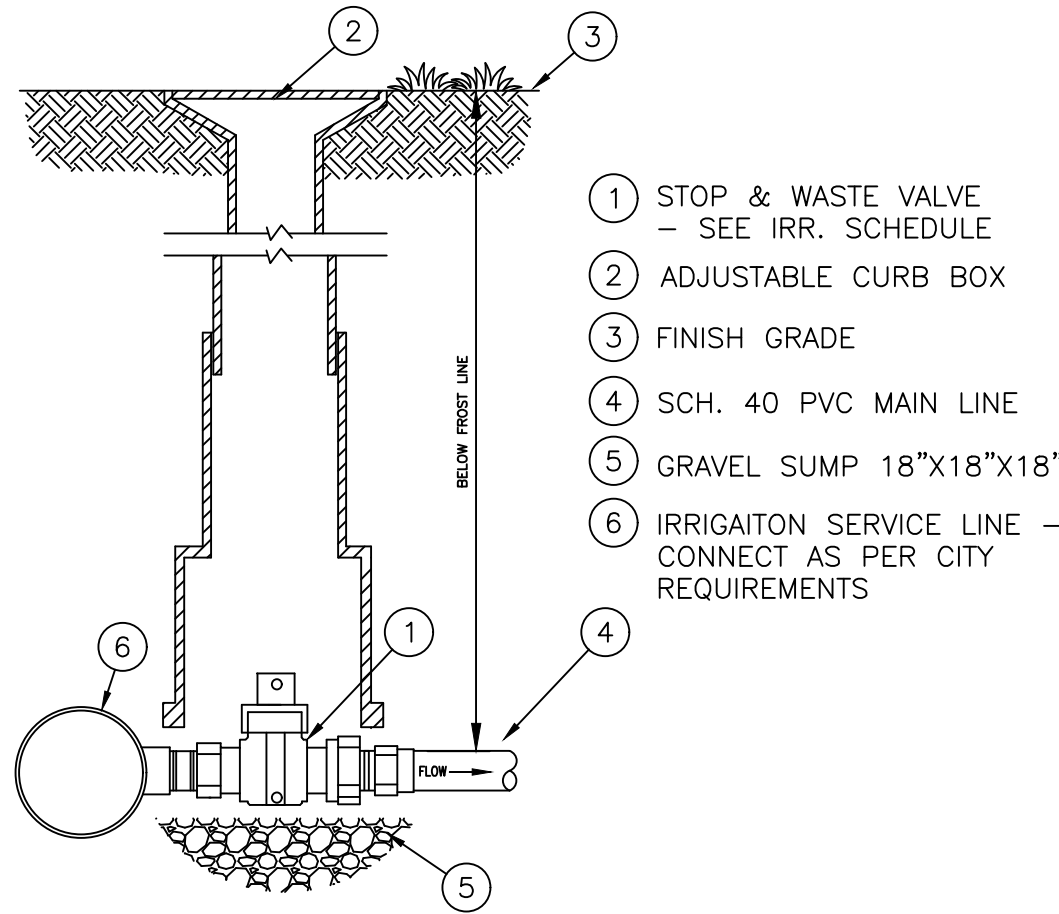
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07/17/2024

PROJECT PHASE
CONSTRUCTION

REVISIONS	Date
#	Description

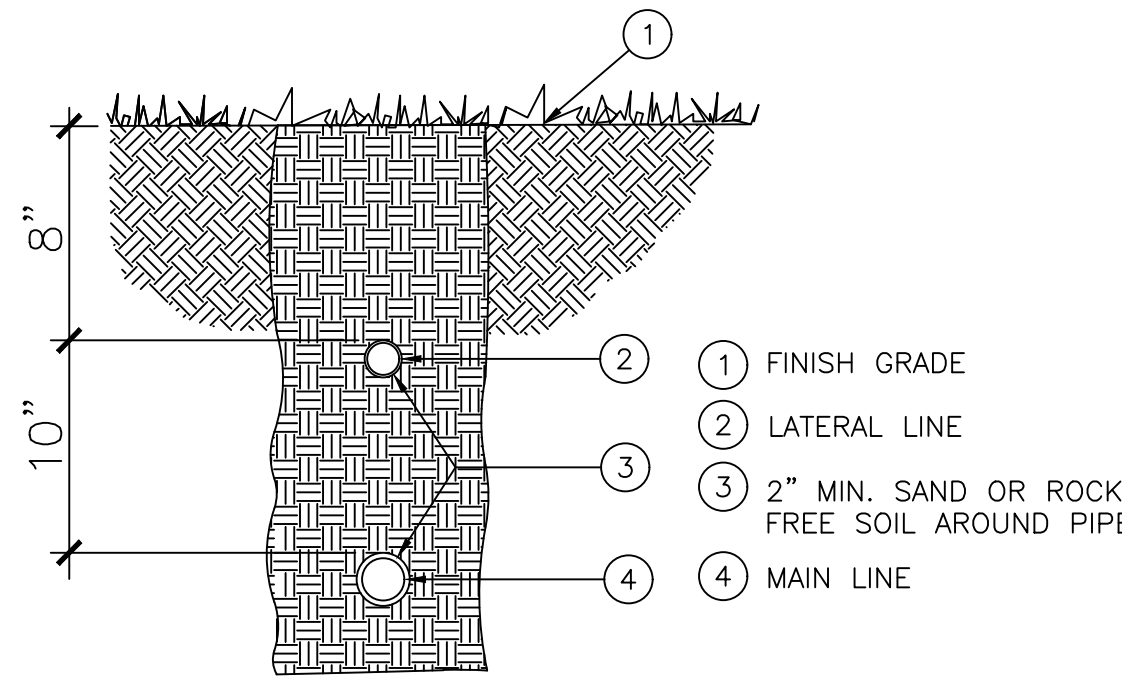
DRAWING DESCRIPTION
IRRIGATION PLAN

11/12
SHEET NUMBER



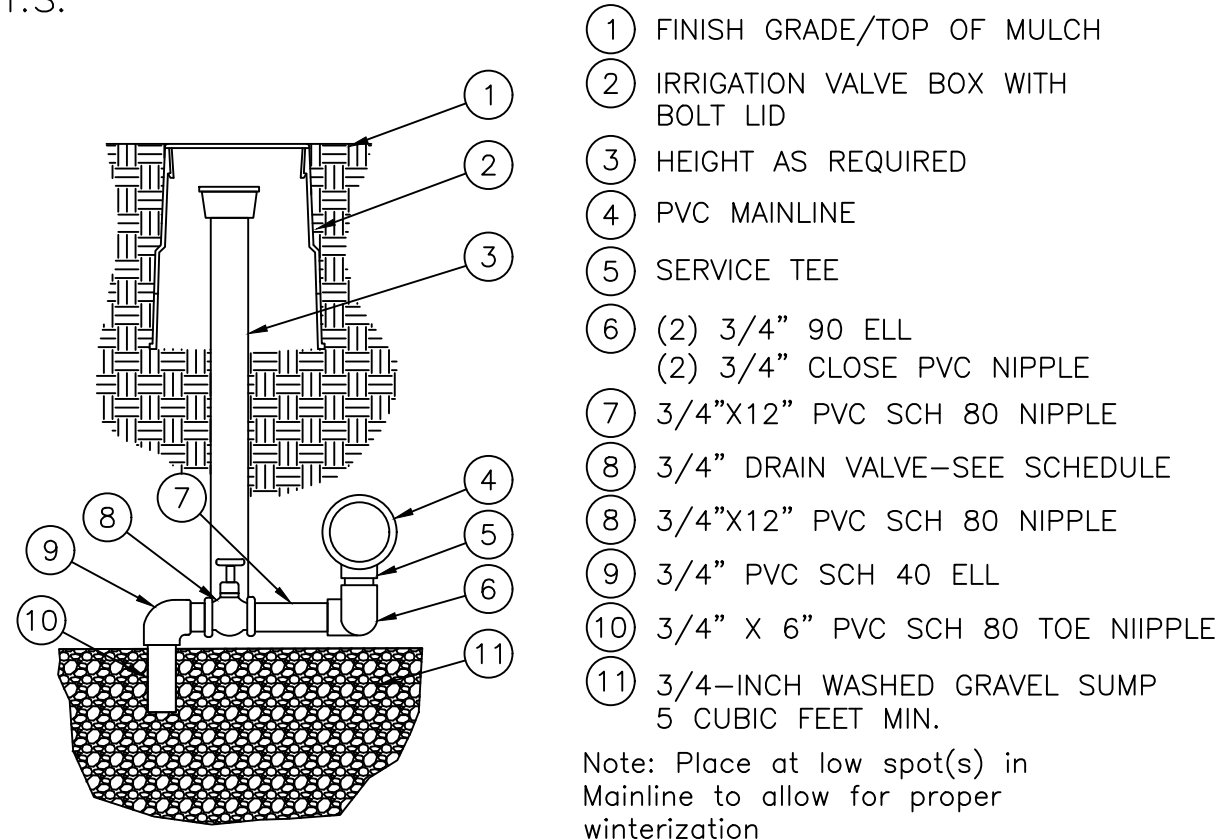
STOP & WASTE ASSEMBLY

N.T.S.



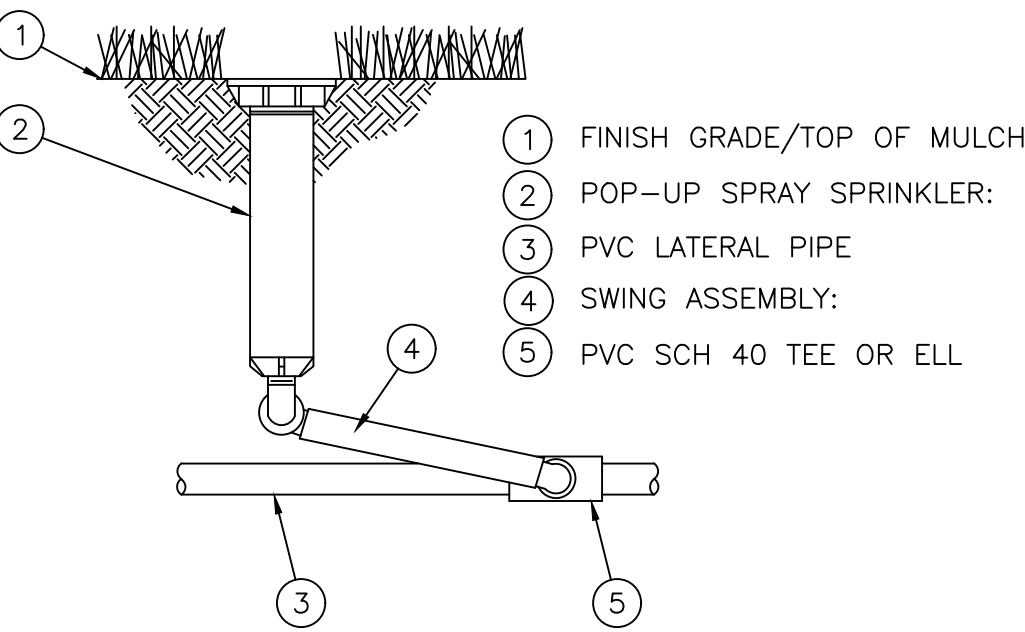
TRENCH SECTION

N.T.S.



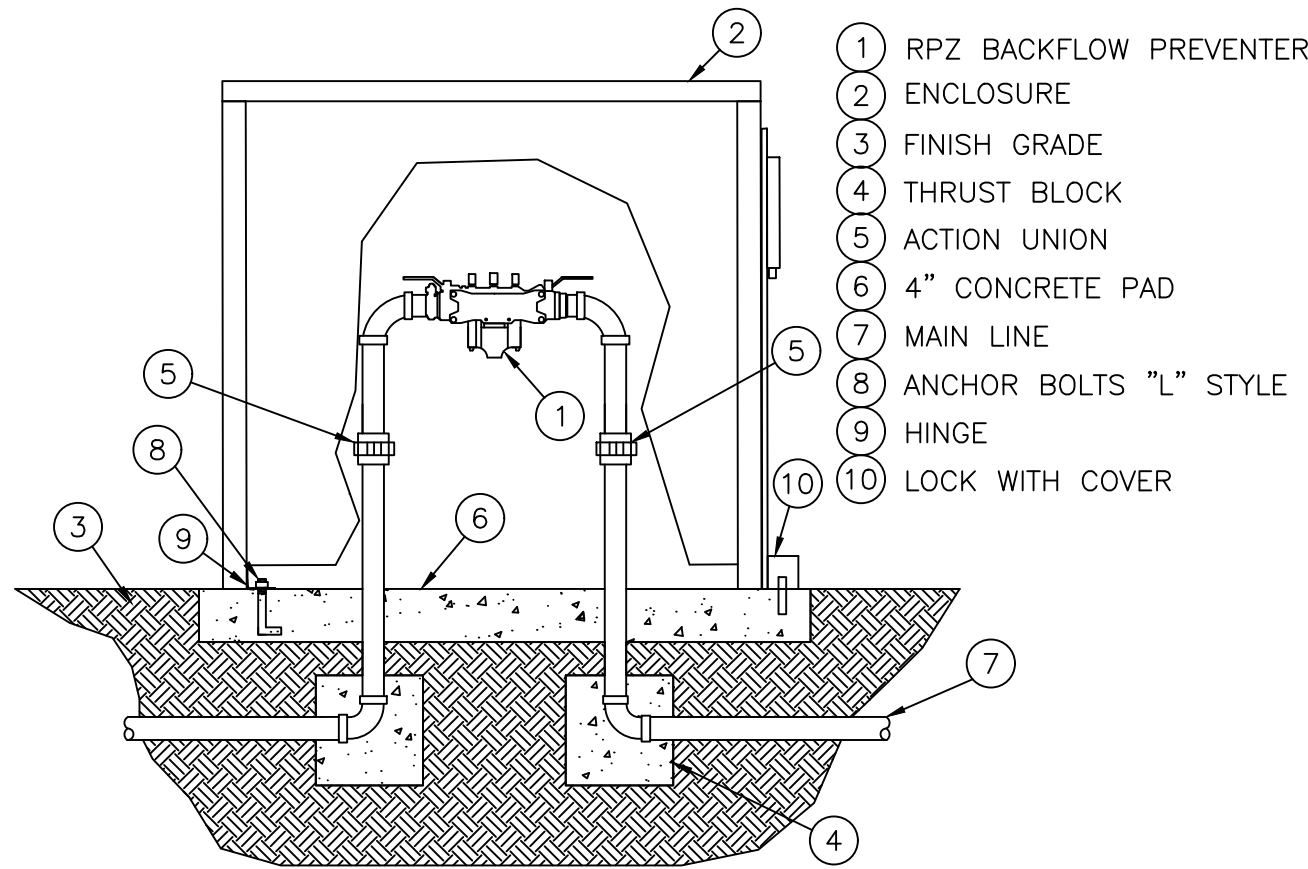
MANUAL DRAIN VALVE

N.T.S.



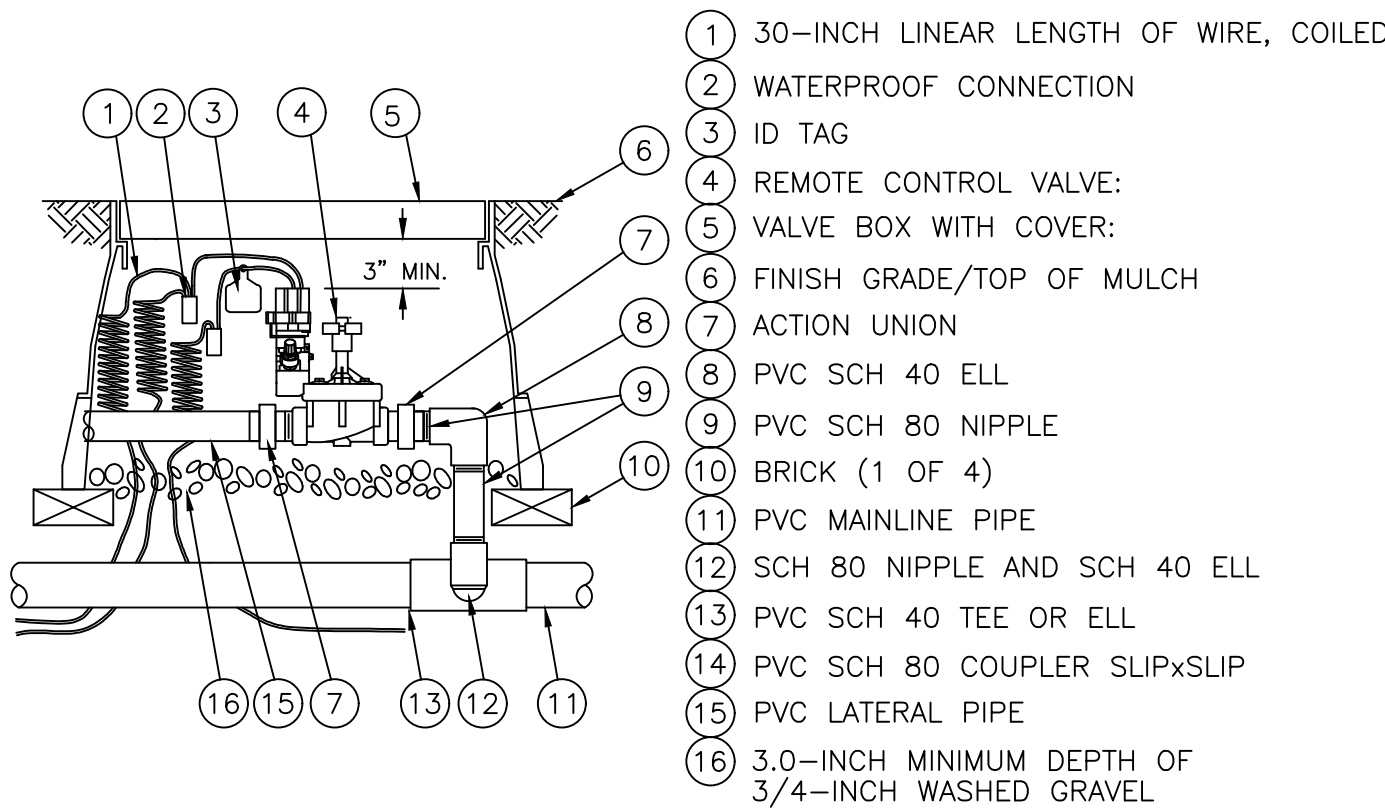
POP-UP SPRAY HEAD

N.T.S.



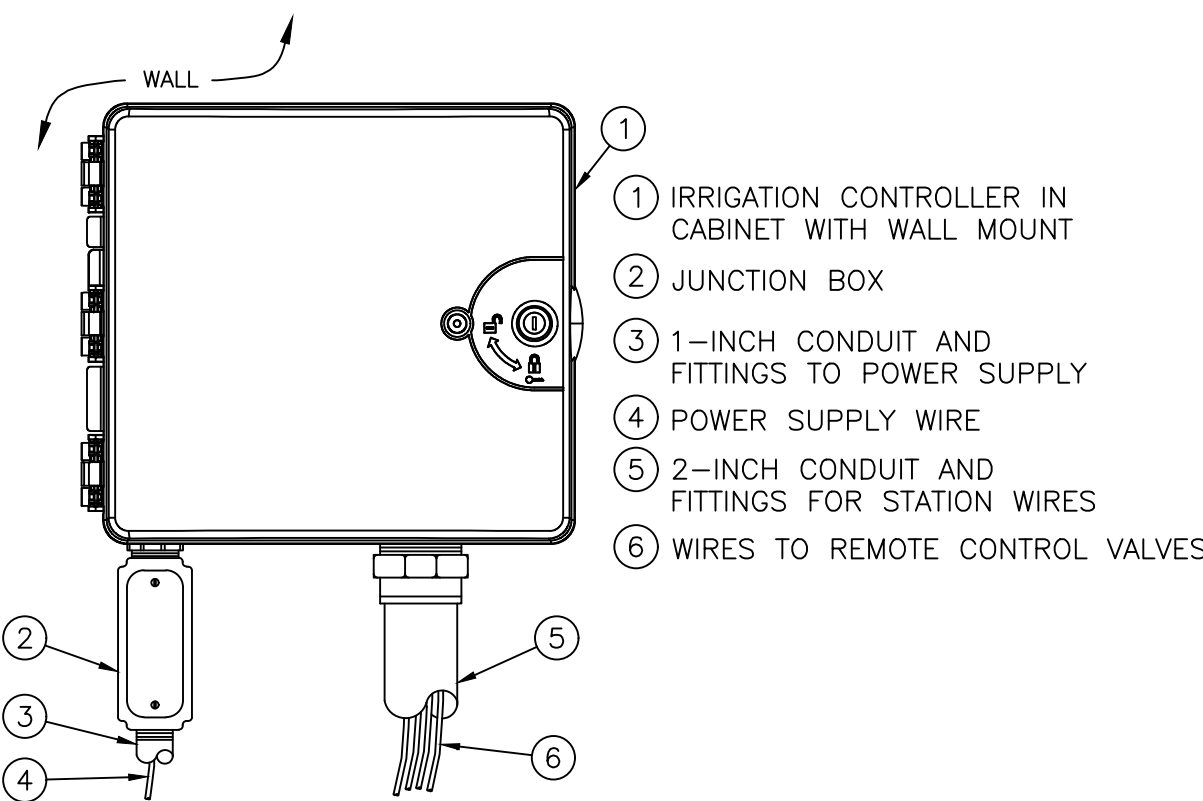
BACKFLOW PREVENTER

N.T.S.



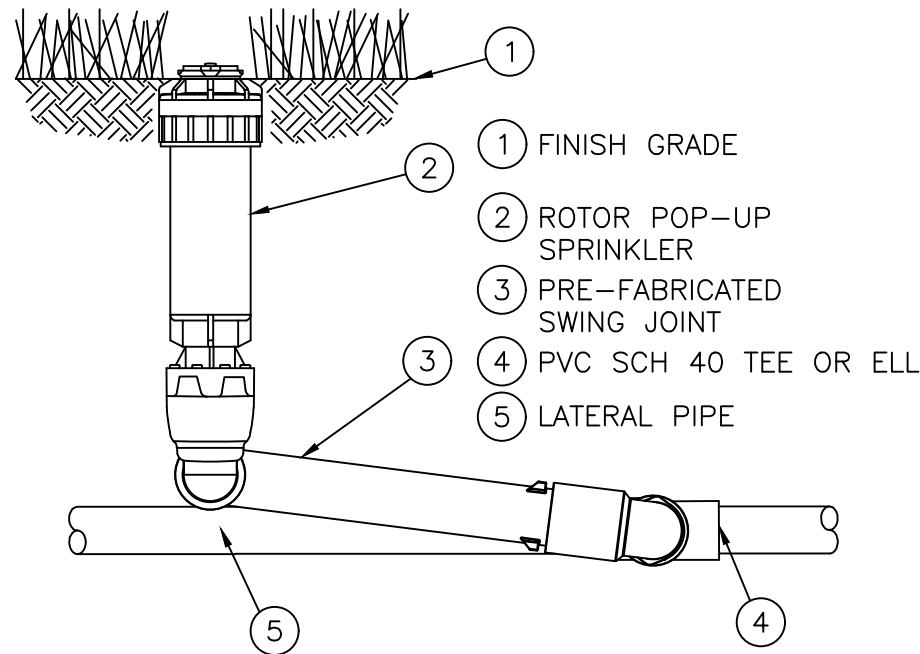
REMOTE CONTROL VALVE

N.T.S.



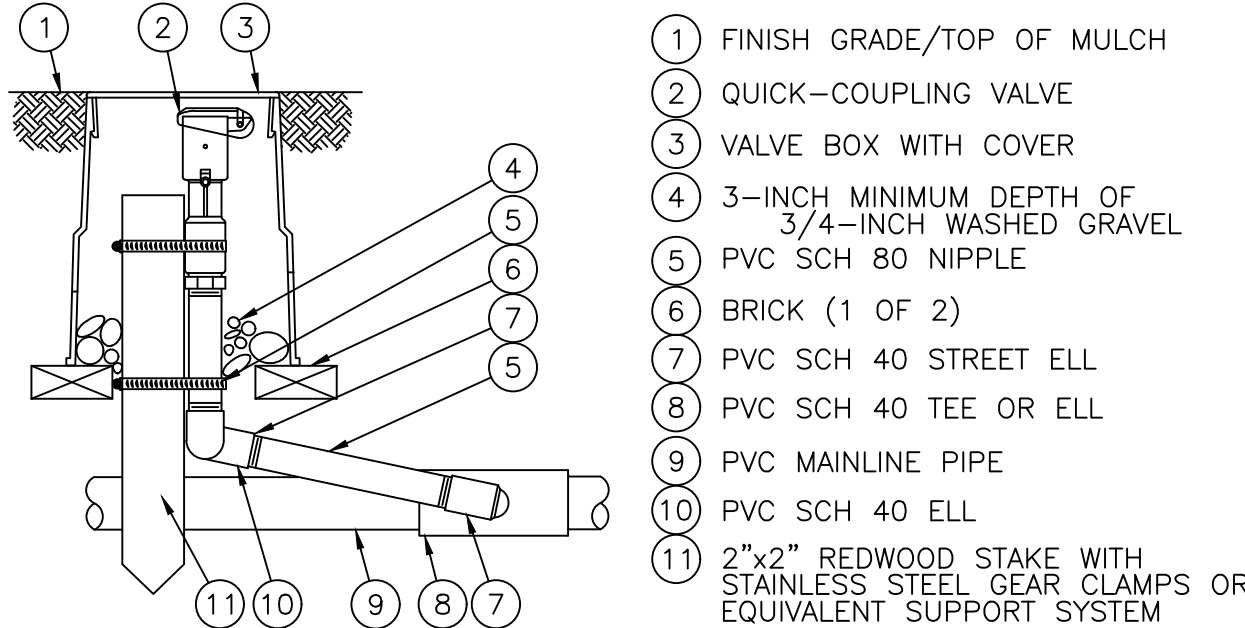
IRRIGATION CONTROLLER

N.T.S.



ROTOR POP-UP HEAD

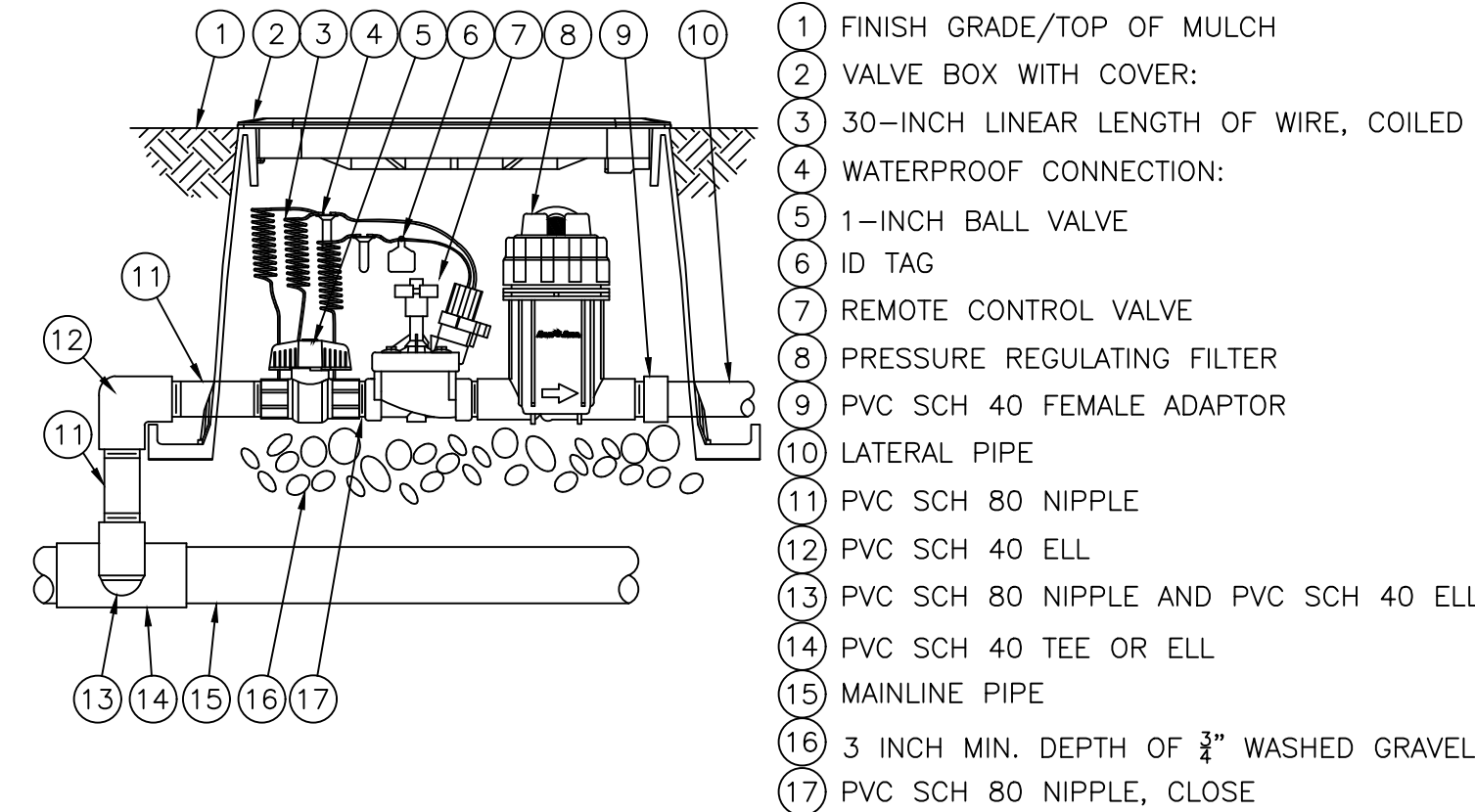
N.T.S.



NOTE:
FURNISH FITTINGS AND PIPING NOMINALLY SIZED IDENTICAL TO
NOMINAL QUICK COUPLING VALVE INLET SIZE.

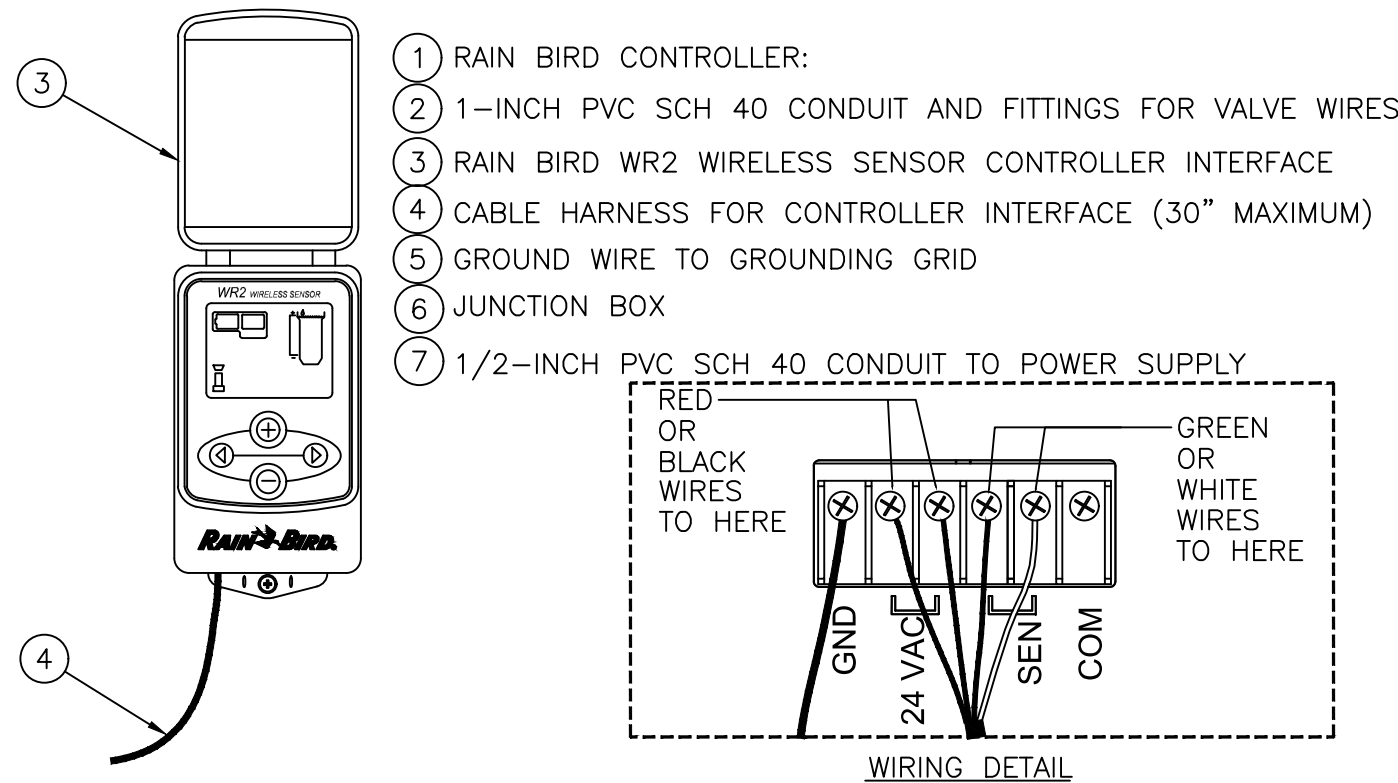
QUICK COUPLING VALVE

N.T.S.



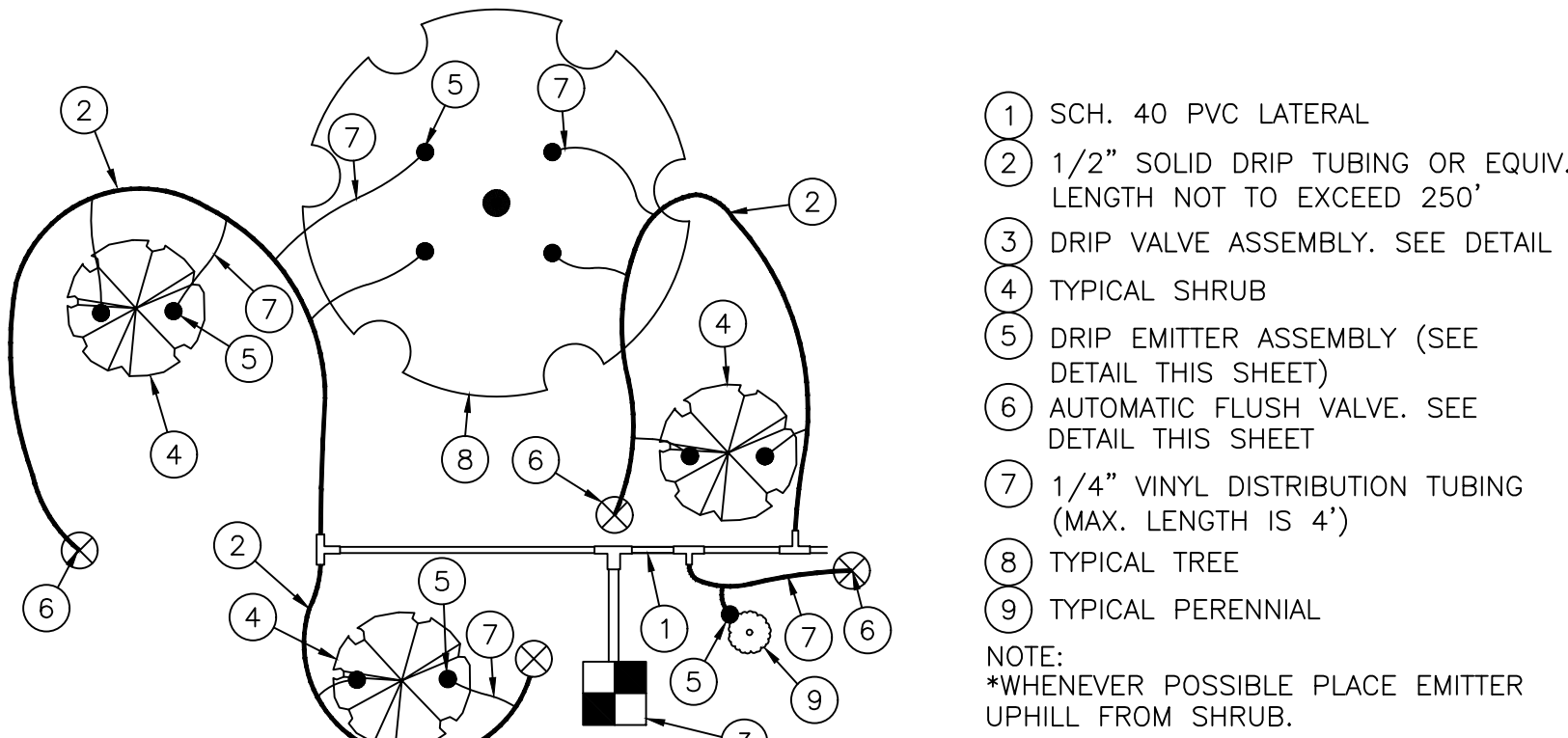
REMOTE CONTROL DRIP VALVE

N.T.S.



WIRELESS RAIN SENSOR

N.T.S.



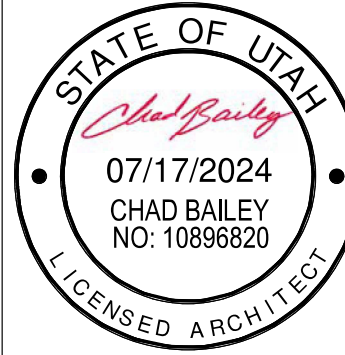
DRIP ZONE LAYOUT

N.T.S.

IRRIGATION NOTES

1. This irrigation plan is diagrammatic and equipment locations are approximate. Equipment and piping may be shown outside landscape areas for graphic purposes only.
2. Place sleeves where piping crosses under paved areas prior to being paved. Sleeves shall be twice the diameter of the largest irrigation line to be sleeved.
3. The intention of the Contracting Officer's rep and consultant is to have constructed, under the construction contract, a complete project ready for use. The general contractor and his sub-contractors should view these documents accordingly. Any apparent question, incomplete area, areas of discrepancy or contradiction in these documents should be brought to the attention of the Contracting Officer's rep prior to bidding. By submitting a bid on this project, the bidder certifies that he has fully informed himself of the requirements of the construction drawings, as they relate to his work, and has read and understands the notes and specifications. Also, that any questions, incomplete areas, discrepancies or contradictions have been brought to the attention of the Contracting Officer's rep and that they have been resolved.
4. Willful installation of this work when it is obvious there exists job/site conditions or discrepancies on the plans that are detrimental to the project and that should be brought to the attention of the Contracting Officer's rep will be back-charged to the installer. The installer assumes full responsibility to correct the work at his own expense if he fails to give the required notification for resolution.
5. Existing landscape outside the limits of disturbance shall be protected and repaired, if damaged, at no additional cost to the owner.
6. Refer to irrigation schedule and details for more information.
7. Hand trenching only shall occur within the drip line of existing trees. Machine trenching is strictly prohibited.
8. Consult with General Contractor, in conjunction with the design team, before cutting through tree roots 2" or larger. Spray, rotor and rotary heads are intended to provide head to head coverage with minimal over-spray onto non-irrigated areas.
10. Quantities provided are for convenience only. The contractor is required to verify quantities and adjust bid and construction accordingly. If major discrepancies exist, notify Contracting Officer's rep immediately.
11. Water pressure shall be verified on site by landscape contractor.
12. See Irrigation schedule for lateral line sizing, typical for all irrigated areas.

COMPASS:



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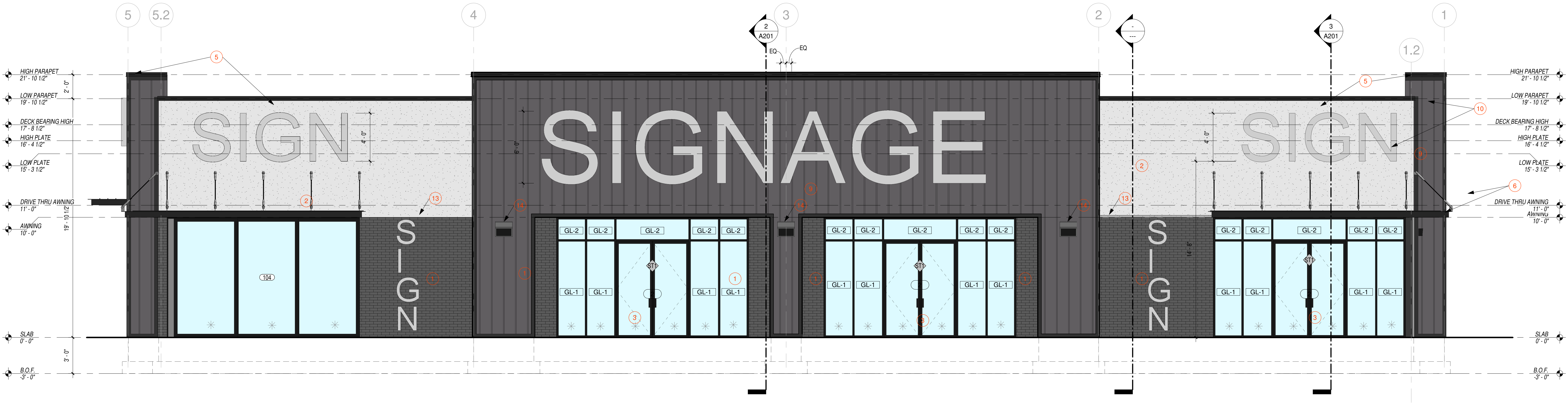
DOCUMENT DATE:
07/17/2024

PROJECT PHASE
CONSTRUCTION

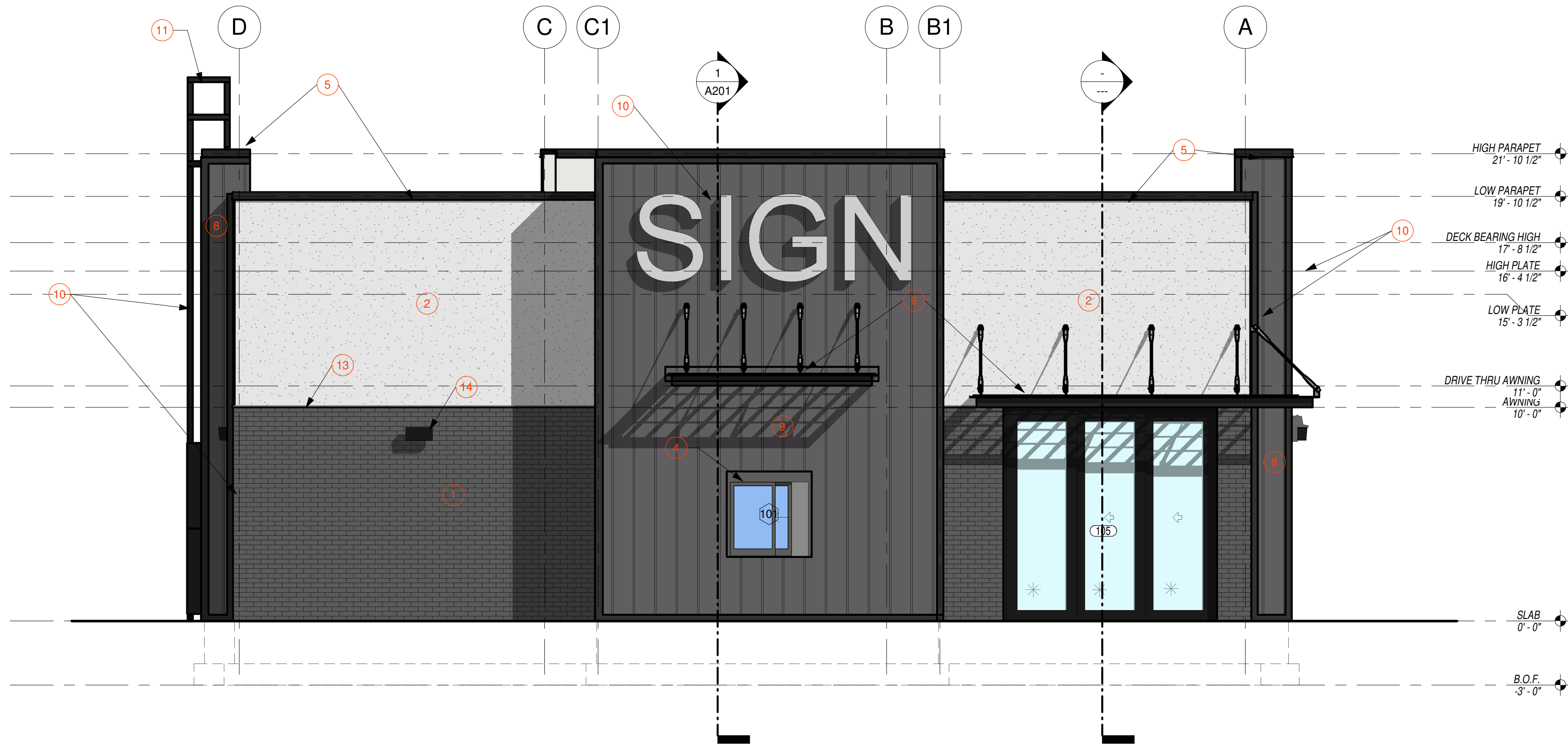
#	Description	Date

DRAWING DESCRIPTION
IRRIGATION DETAILS

12/12
SHEET NUMBER



1 NORTH ELEVATION
1/4" = 1'-0"



2 EAST ELEVATION
1/4" = 1'-0"

ELEVATION GEN. NOTES

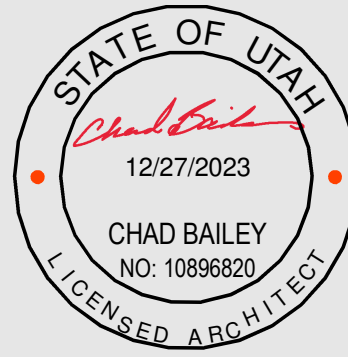
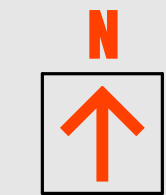
1. REFER TO THE MATERIAL AND FINISH SCHEDULES FOR FURTHER INFORMATION.
2. CONTRACTOR TO LEAVE A 1/2" GAP BETWEEN ALL DISSIMILAR MATERIAL TYP. TO BE FILLED WITH BACKER ROD AND SEALANT, COLOR AS SELECTED.
3. ANY EXPOSED EXTERIOR STEEL TO BE PAINTED (I.E. LINTELS, ETC.).
4. CONTRACTOR TO PAINT ALL VENT PIPES, EXHAUST FANS AND OTHER ROOF EQUIPMENT AND PENETRATIONS THAT ARE VISIBLE FROM THE SURROUNDING BUILDING'S STREET FRONTAGE.
5. SEE ELECTRICAL DRAWINGS FOR EXTERIOR POWER LOCATIONS, LIGHTING, HORN STROBES, CARD READERS, ETC.
6. SEE PLUMBING DRAWINGS FOR DOWNSPOUT NOZZLE, HOSE BIB, AND FDC CONNECTION LOCATIONS, ETC.

ELEVATION FINISHES

APPLICABLE TO ELEVATION SHEETS ONLY

- 1 BRICK VENEER, ASSEMBLY PER WALL TYPE LEGEND
- 2 EIFS FINISH, ASSEMBLY PER WALL TYPE LEGEND
- 3 ALUMINUM STOREFRONT. REFER TO WINDOW SCHEDULE
- 4 DRIVE THRU WINDOW
- 5 20 GA. PREFINISHED SHEETMETAL COPING
- 6 ROOF OVERHANG
- 7 PAINTED HOLLOW METAL DOOR
- 8 HORIZONTAL COMPOSITE SIDING, ASSEMBLY PER WALL TYPE LEGEND
- 9 BOARD & BATTEN, ASSEMBLY PER WALL TYPE LEGEND
- 10 SIGNAGE BY TENNANT
- 11 LADDER SAFETY POST
- 13 EIFS CAP
- 14 LIGHT FIXTURE

COMPASS:



DEVELOP
ARCHITECTS

DEVELOP ARCHITECTS, LLC

contact:
a: 1144 E 2800 N, OGDEN, UT 84414
p: 801.823.9506
e: info@developarchitects.com
web: www.developarchitects.com

WEST HAVEN RETAIL

3454 W 4000 S
WEST HAVEN, UT 84401

BAILEY V PROPERTIES

ISSUE DATE:

12/27/2023

PROJECT PHASE

SCHEMATIC

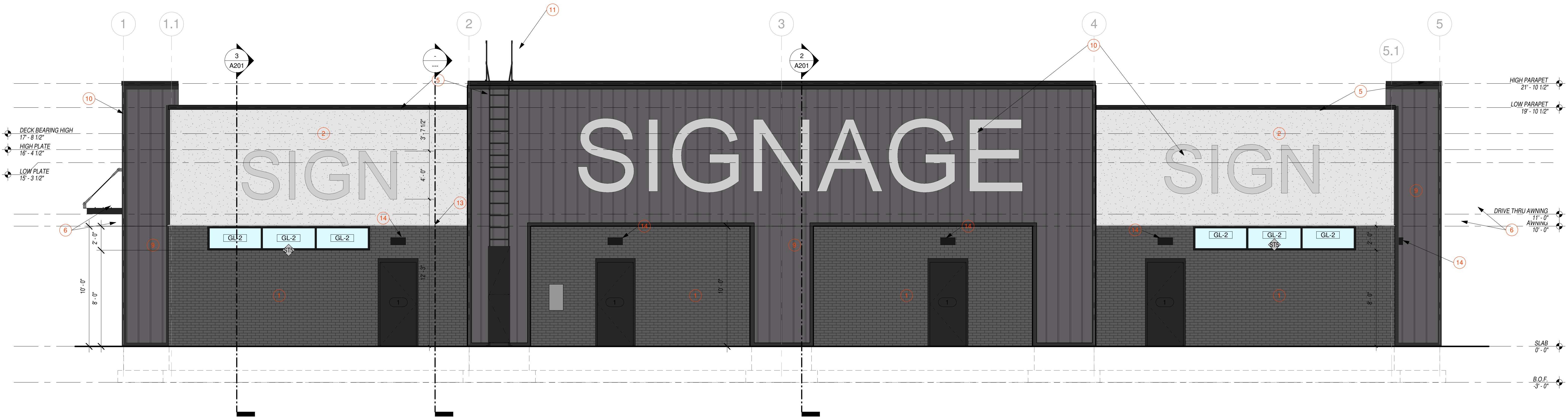
REVISIONS

NOT FOR CONSTRUCTION

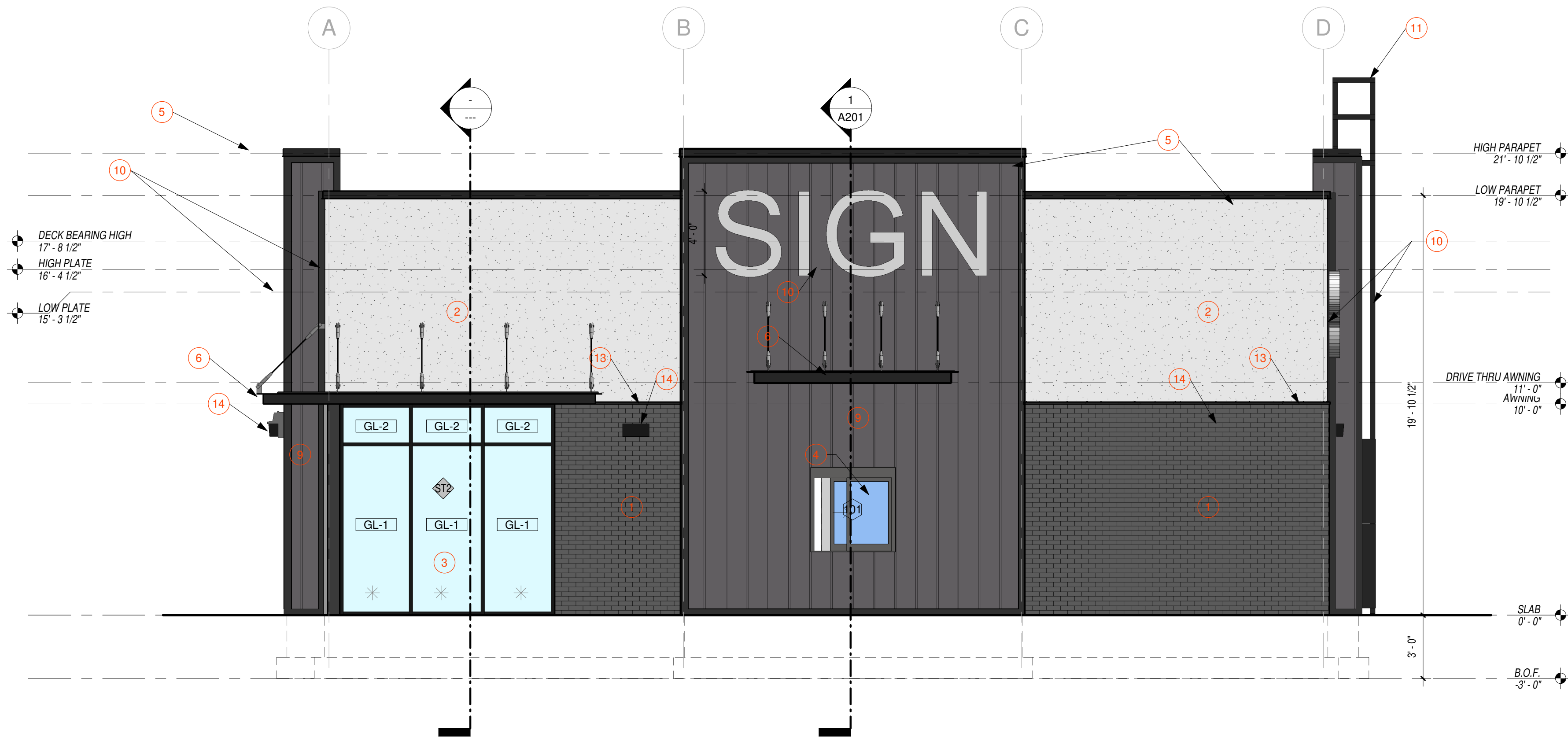
ELEVATIONS

A301

SHEET NUMBER



1 SOUTH ELEVATION
1/4" = 1'-0"



2 WEST ELEVATION
1/4" = 1'-0"

ELEVATION GEN. NOTES

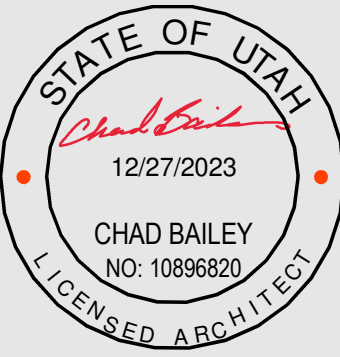
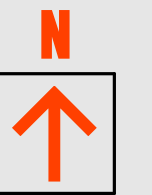
1. REFER TO THE MATERIAL AND FINISH SCHEDULES FOR FURTHER INFORMATION.
2. CONTRACTOR TO LEAVE A 1/2" GAP BETWEEN ALL DISSIMILAR MATERIAL TYP. TO BE FILLED WITH BACKER ROD AND SEALANT, COLOR AS SELECTED.
3. ANY EXPOSED EXTERIOR STEEL TO BE PAINTED (I.E. LINTELS, ETC.).
4. CONTRACTOR TO PAINT ALL VENT PIPES, EXHAUST FANS AND OTHER ROOF EQUIPMENT AND PENETRATIONS THAT ARE VISIBLE FROM THE SURROUNDING BUILDINGS STREET FRONTAGE.
5. SEE ELECTRICAL DRAWINGS FOR EXTERIOR POWER LOCATIONS, LIGHTING, HORN STROBES, CARD READERS, ETC.
6. SEE PLUMBING DRAWINGS FOR DOWNSPOUT NOZZLE, HOSE BIB, AND FDC CONNECTION LOCATIONS, ETC.

ELEVATION FINISHES

APPLICABLE TO ELEVATION SHEETS ONLY

- 1 BRICK VENEER, ASSEMBLY PER WALL TYPE LEGEND
- 2 EIFS FINISH, ASSEMBLY PER WALL TYPE LEGEND
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- 9 BOARD & BATTEN, ASSEMBLY PER WALL TYPE LEGEND
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- 13 EIFS CAP
- 14 LIGHT FIXTURE

COMPASS:



DEVELOP
ARCHITECTS

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e: info@developarchitects.com
web: www.developarchitects.com

WEST HAVEN RETAIL

3454 W 4000 S
WEST HAVEN, UT 84401

BAILEY V PROPERTIES

ISSUE DATE:

12/27/2023

PROJECT PHASE
SCHEMATIC

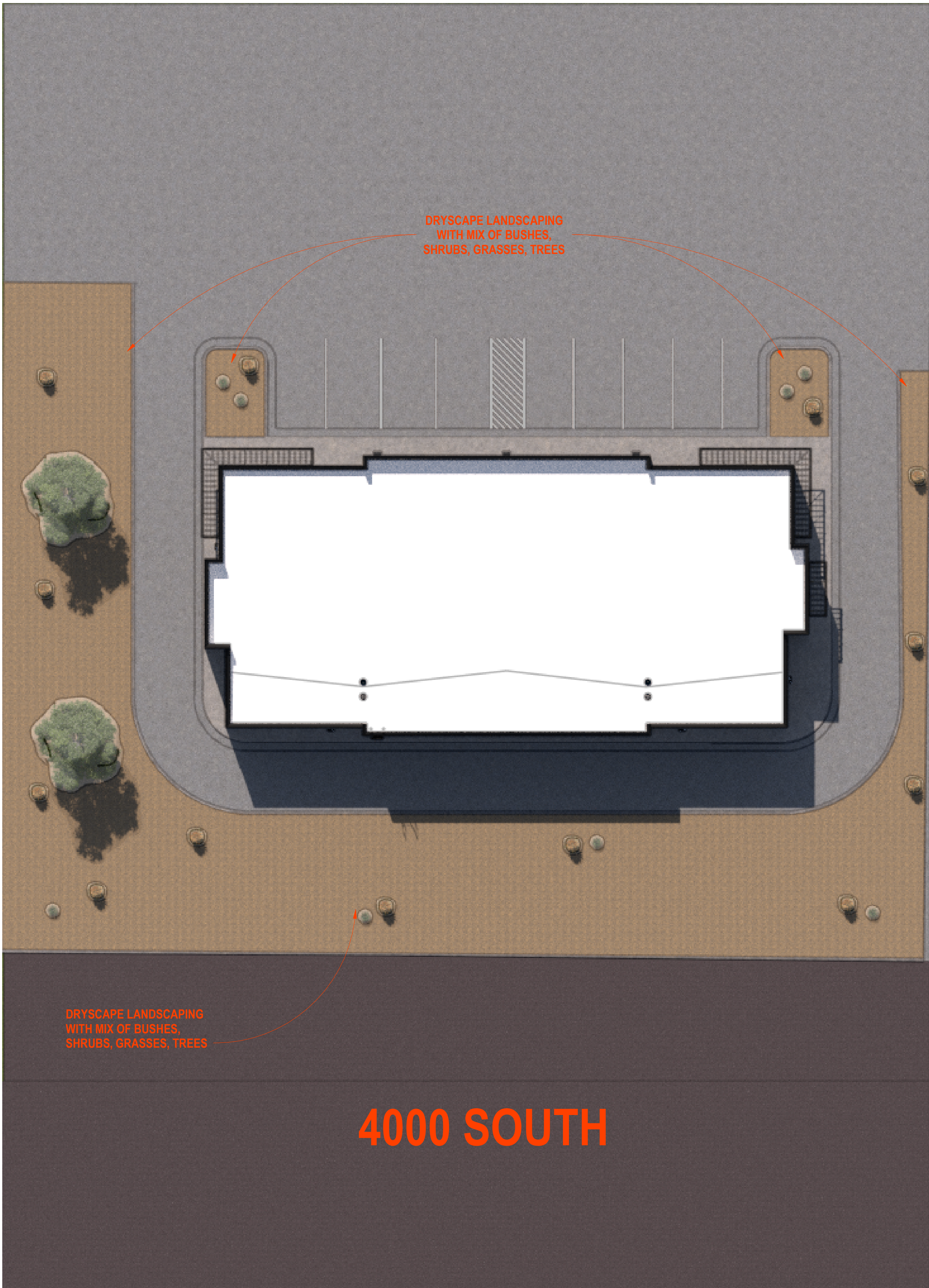
REVISIONS

NOT FOR CONSTRUCTION

ELEVATIONS

A302

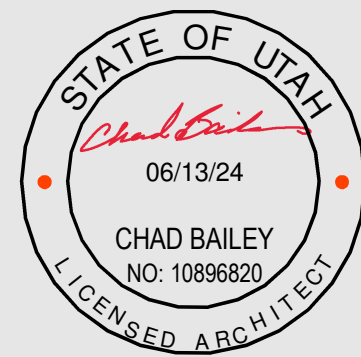
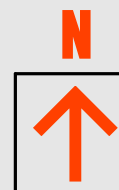
SHEET NUMBER



LANDSCAPING PLAN



COMPASS:



DEVELOP
ARCHITECTS

DEVELOP ARCHITECTS, LLC

contact:
a: 1144 E 2800 N OGDEN, UT 84414
p: 801.823.9506
e: info@developarchitects.com
web: www.developarchitects.com

WEST HAVEN RETAIL

3454 W 4000 S
WEST HAVEN, UT 84401

BAILEY V PROPERTIES

ISSUE DATE:
06/13/24

PROJECT PHASE
SCHEMATIC

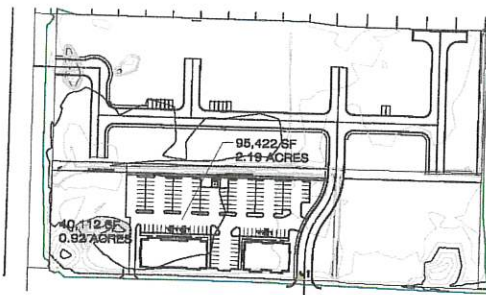
REVISIONS

NOT FOR CONSTRUCTION

IMAGES

A600

SHEET NUMBER



OVERALL SITE

PROJECT SUMMARY	
ZONE	C-2
LOT 1	95,422 SF 2.19 ACRES
LOT 2	40,112 SF 0.92 ACRES
TOTAL LAND AREA	135,534 SF 3.11 ACRES
BUILDING 1 AREA	5,360 SF
BUILDING 2 AREA	18,096 SF
FIRST FLOOR	9,048 SF
SECOND FLOOR	9,048 SF
TOTAL BUILDING AREA	24,456 SF
BUILDING 1 PARKING	39 SPACES
BUILDING 2 PARKING	69 SPACES
TOTAL PARKING STALLS	139



SAMUEL J. BRADY
ARCHITECTS

200 E. South Temple
Suite 100
Salt Lake City, Utah 84111
(801) 595-1752
www.sambrady.com

NOTE: THIS DRAWING IS PROVIDED
FOR TENANT APPROVAL OF THE
SPACE NOTED AND IS NOT FOR
CONSTRUCTION. ACTUAL SITE
DIMENSIONS COULD VARY.



259 S Riverbend Way
Suite 100
North Salt Lake, Utah
84054
(801) 936-3446
FAX: (801) 936-8633

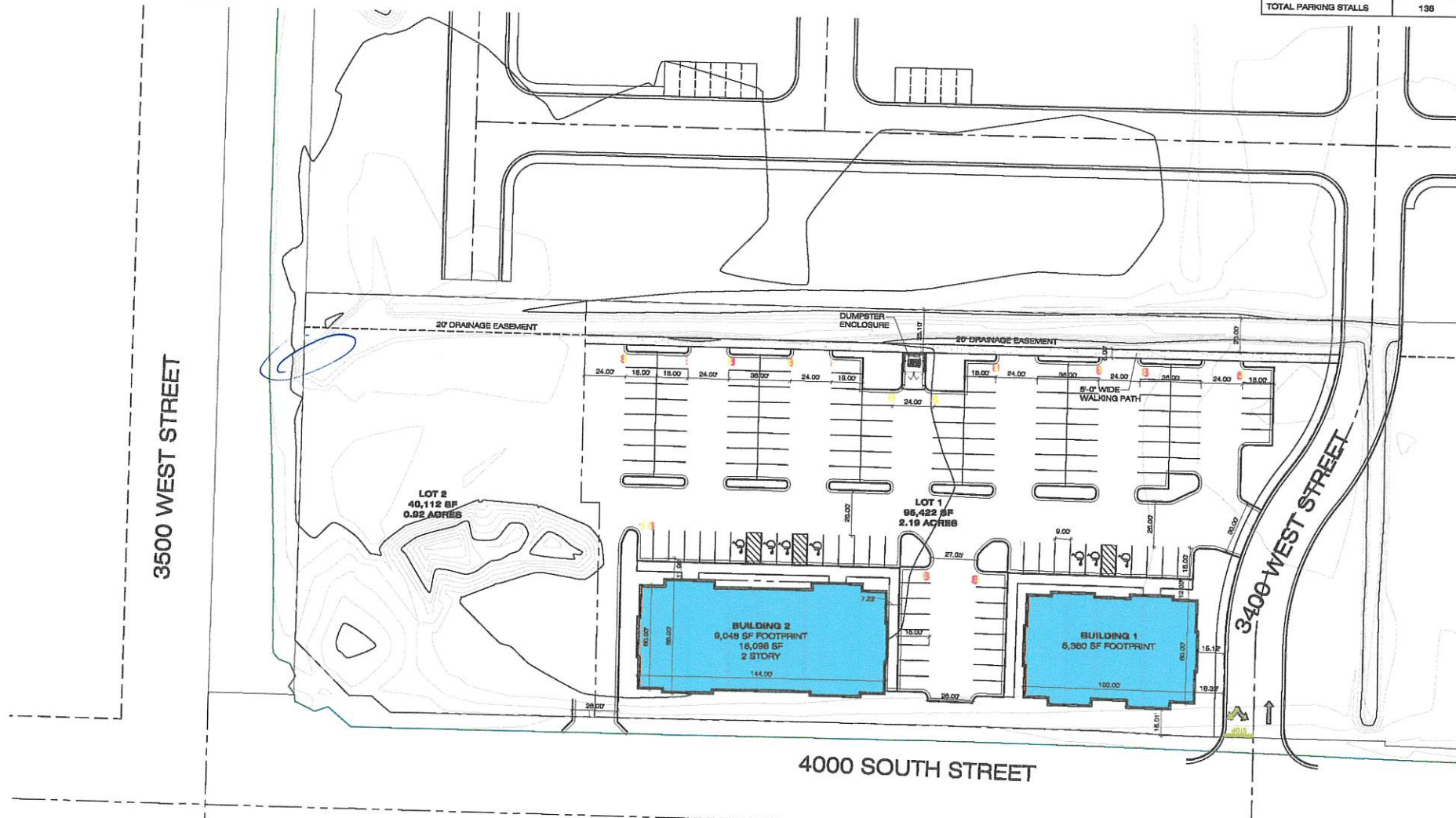
**3400 WEST ST &
4000 SOUTH ST**

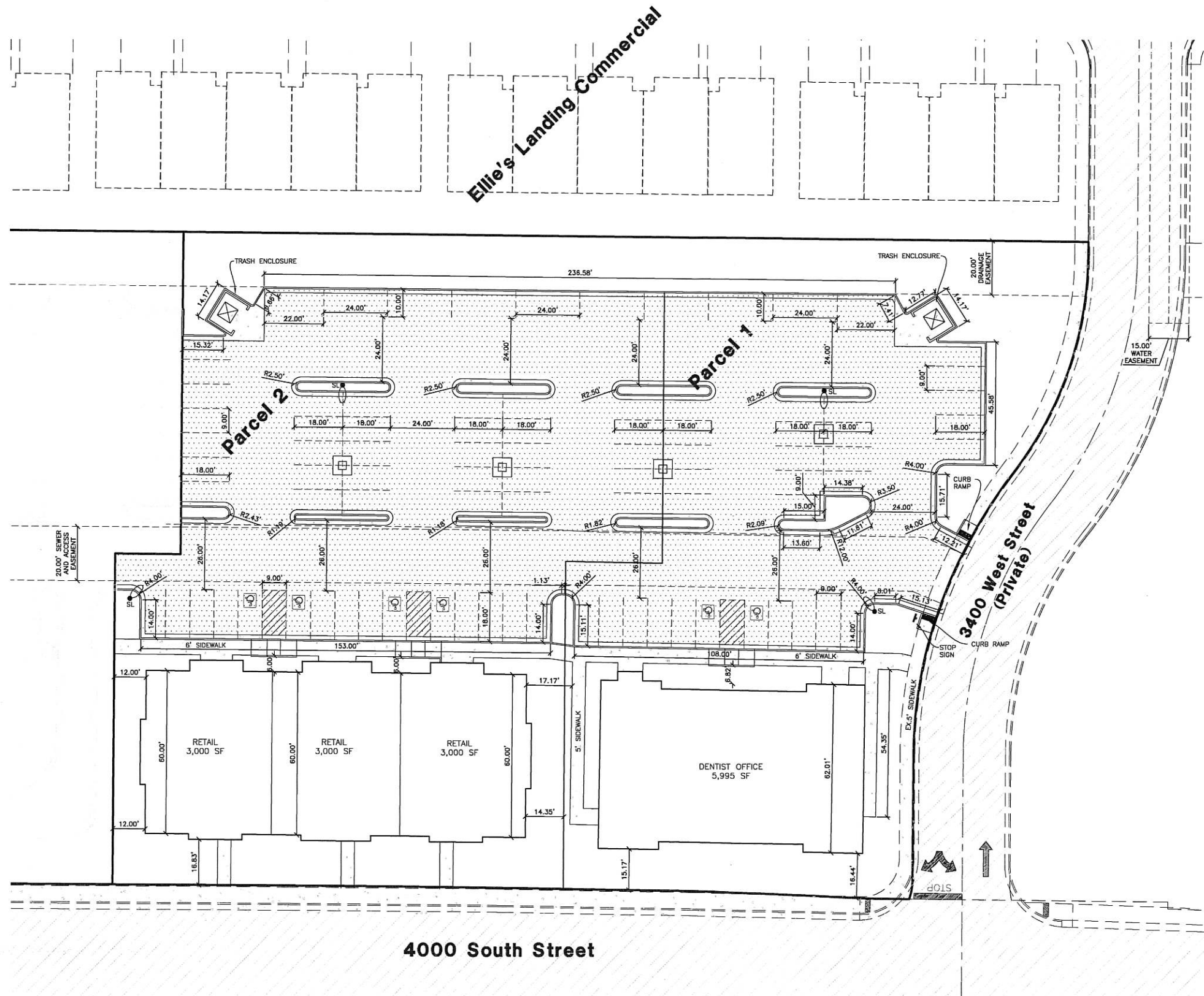
**WEST HAVEN
PROPOSED
BUILDING**

SITE PLAN

SCALE: 1" = 30'-0"
JULY 28, 2020
2066501SD.dwg

AS.1





Parcel 1

PARCEL AREA: 33,241 S.F. (0.76 ACRES)
 BUILDING AREA: 5,995 S.F.
 ASPHALT AREA: 14,927 S.F. (0.34 ACRES)
 LANDSCAPE AREA: 8,298 S.F. (0.19 ACRES)
 LS RATIO: 25.0%

Parcel 2

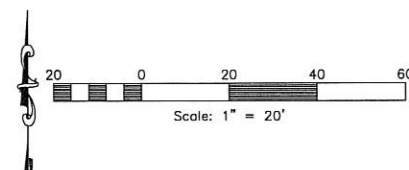
PARCEL AREA: 41,928 S.F. (1.39 ACRES)
 BUILDING AREA: 9,000 S.F.
 ASPHALT AREA: 23,370 S.F. (0.53 ACRES)
 LANDSCAPE AREA: 6,791 S.F. (0.15 ACRES)
 LS RATIO: 16.1%

Parking Calculations

PARKING: DENTAL OFFICE, 4 SPACES PER PROFESSIONAL STAFF + 1 PER SUBORDINATE STAFF
 33 STALLS REQUIRED (2 A.D.A.)
 PARKING: MEDICAL OFFICE: 4 SPACES PER PROFESSIONAL STAFF + 1 SPACE PER SUBORDINATE STAFF
 45 STALLS REQUIRED (2 A.D.A.)
 78 TOTAL PARKING STALLS REQUIRED
 88 STALLS PROVIDED (6 A.D.A.)

4000 South Street

3400 West Street
(Private)



REVISIONS	DESCRIPTION
DATE	04-13-21
DESCRIPTION	OK Parking & Building

Bailey Commercial

WEST HAVEN CITY, WEBER COUNTY, UTAH

Site Plan

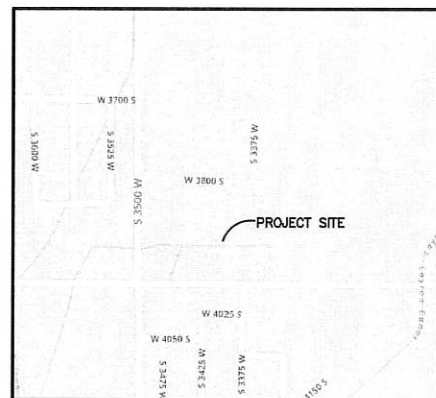


Project Info.

Engineer: JEREMY A. DRAPER, P.E.
 Drafter: C. KINGSLEY
 Begin Date: FEBRUARY 2021
 Name: BAILEY COMMERCIAL
 Number: 6548-11

ELLIE'S LANDING TOWNHOMES 2ND AMENDMENT

AMENDING COMMERCIAL LOT 1 OF ELLIE'S LANDING TOWNHOMES
PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY
CITY OF WEST HAVEN, WEBER COUNTY, UTAH
JUNE, 2021



VICINITY MAP
SCALE: NONE

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE SECTION LINE BETWEEN A FOUND BRASS CAP MONUMENT AT THE SOUTHWEST CORNER AND A FOUND BRASS CAP MONUMENT AT THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, SHOWN HEREON AS NO0°39'06"E, SAID BEARING IS UTAH STATE PLANE NORTH GRID AS PER WEBER COUNTY.

NARRATIVE

THE PURPOSE OF THIS PLAT WAS TO AMEND ELLIE'S LANDING TOWNHOMES. BOUNDARY CORNERS WERE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES".

NOTE

SECONDARY WATER HAS BEEN ALLOCATED FOR LOTS 1 AND 2 BASED ON AN ANTICIPATED LANDSCAPE AREA OF 0.19 ACRES FOR LOT 1 AND 0.15 ACRES FOR LOT 2. LARGER TOTAL LANDSCAPE AREAS, INEFFICIENT DESIGN OF IRRIGATION SYSTEM, OR INEFFICIENT OPERATION OF IRRIGATION SYSTEM MAY RESULT IN END USER INCURRING ADDITIONAL BILLING CHARGES AND/OR SECONDARY WATER SERVICE BEING SHUT OFF.

BOUNDARY DESCRIPTION

ALL OF COMMERCIAL LOT 1 OF ELLIE'S LANDING TOWNHOMES AS RECORDED IN THE WEBER COUNTY RECORDER'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 4000 SOUTH STREET, SAID POINT BEING S89°23'54"E ALONG THE SECTION LINE, 106.38 FEET AND N00°36'06"E 56.44 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE N50°20'22"W 14.21 FEET; THENCE N89°37'24"W 13.00 FEET; THENCE N45°39'29"W 44.66 FEET TO THE EASTERLY RIGHT OF WAY LINE OF 3500 WEST STREET; THENCE N00°39'06"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 201.74 FEET; THENCE S89°23'54"E 604.77 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 3400 WEST STREET; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE COURSES: (1) S00°36'06"W 5.00 FEET; (2) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 132.00 FEET, AN ARC LENGTH OF 87.49 FEET, A DELTA ANGLE OF 37°58'27", A CHORD BEARING OF S19°35'19"W, AND A CHORD LENGTH OF 85.89 FEET; (3) ALONG A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 168.00 FEET, AN ARC LENGTH OF 111.35 FEET, A DELTA ANGLE OF 37°58'27", A CHORD BEARING OF S19°35'19"W, AND A CHORD LENGTH OF 109.32 FEET; (4) S00°36'06"W 46.52 FEET; AND (5) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 7.00 FEET, A DELTA ANGLE OF 20°03'42", A CHORD BEARING OF S10°37'57"W, AND A CHORD LENGTH OF 6.97 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 4000 SOUTH STREET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) N89°23'52"W 16.15 FEET; (2) N87°33'09"W 57.99 FEET; (3) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 9843.29 FEET, AN ARC LENGTH OF 150.12 FEET, A DELTA ANGLE OF 00°52'26", A CHORD BEARING OF N89°10'03"W, AND A CHORD LENGTH OF 150.12 FEET; AND (4) N89°37'24"W 259.69 FEET TO THE POINT OF BEGINNING. CONTAINING 135,506 SQUARE FEET OR 3.111 ACRES MORE OR LESS.

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 ELLIE'S LANDING TOWNHOMES 2ND AMENDMENT 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 COMMERCIAL LOTSAS SHOWN HEREON AND NAME SAID TRACT, ELLIE'S LANDING TOWNHOMES 2ND AMENDMENT, AND DO TO DEDICATE ALL AREA LABELED AS DRAINAGE EASEMENT FOR DRAINAGE PURPOSES TO BE OWNED AND MAINTAINED BY THE HOA AND ALSO GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREON AS PUBLIC UTILITY, STORM WATER DETENTION PONDS DRAINAGE EASEMENTS AND CANAL MAINTENANCE EASEMENT, 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 ERECTED WITHIN SUCH EASEMENTS.

SIGNED THIS _____ DAY OF _____, 20____.

MIKE SCHULTZ INC.

ELLIE'S LANDING TOWNHOMES HOA

ACKNOWLEDGMENT

STATE OF UTAH } ss.
COUNTY OF _____

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ AND BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE _____ AND _____ OF SAID CORPORATION AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES _____ NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH } ss.
COUNTY OF _____

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ AND BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE _____ AND _____ OF SAID CORPORATION AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES _____ NOTARY PUBLIC

LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°58'11"E	87.02
L2	S89°58'11"E	20.00
L3	N00°01'49"E	29.84
L4	S00°01'49"W	29.44
L5	S89°24'32"E	78.98
L6	S89°24'32"E	17.84
L7	S66°38'42"E	2.35
L8	S66°38'42"E	12.01
L9	S66°38'42"E	10.93
L10	N00°00'00"E	56.72
L11	N27°51'24"E	13.80
L12	N55°42'47"E	70.79
L13	S89°23'54"E	15.73
L14	N00°00'00"E	52.88
L15	N27°51'24"E	3.88
L16	N55°42'47"E	59.55
L17	S89°23'54"E	7.92
L18	S66°38'42"E	14.36
L19	S88°53'06"E	35.91
L20	S89°24'47"E	24.28
L21	N50°20'22"W	14.21
L22	N89°37'24"W	13.00
L23	N45°39'29"W	44.66
L24	S00°36'06"W	5.00
L25	S00°36'06"W	46.52
L26	N89°23'52"W	16.15
L27	N87°33'09"W	57.99

CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	132.00'	87.49'	85.89'	45.42'	S19°35'19"W	37°58'27"
C2	168.00'	111.35'	109.32'	57.80'	S19°35'19"W	37°58'27"
C3	20.00'	7.00'	6.97'	3.54'	S10°37'57"W	20°03'42"
C4	9843.29'	150.12'	150.12'	75.06'	N89°10'03"W	0°52'26"
C5	132.00'	20.08'	20.06'	10.06'	S04°57'33"W	8°42'53"
C6	132.00'	67.41'	66.68'	34.46'	S23°56'46"W	29°15'34"
C7	168.00'	39.63'	39.54'	19.91'	S31°49'05"W	13°30'55"
C8	168.00'	20.02'	20.01'	10.02'	S21°38'47"W	6°49'41"
C9	168.00'	51.70'	51.49'	26.05'	S09°25'01"W	17°37'51"
C10	9843.29'	55.57'	55.57'	27.79'	N88°53'33"W	0°19'25"
C11	9843.29'	94.55'	94.55'	47.28'	N89°19'46"W	0°33'01"

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 _____
Filed For Record And
Recorded, _____ At _____
in Book _____ Of The
Official Records, Page _____
Recorded For: _____

Weber County Recorder

Deputy.



PROJECT INFO.

Surveyor: T. HATCH
Designer: N. ANDERSON
Begin Date: 03-11-2021
Name: ELLIE'S LANDING TOWNHOMES 2ND AMEND
Number: 6548-11
Revision: _____
Scale: 1"=40'
Checked: _____

Planning Commission Staff Review Memo

August 14, 2024
Alika Murphy, City Planner



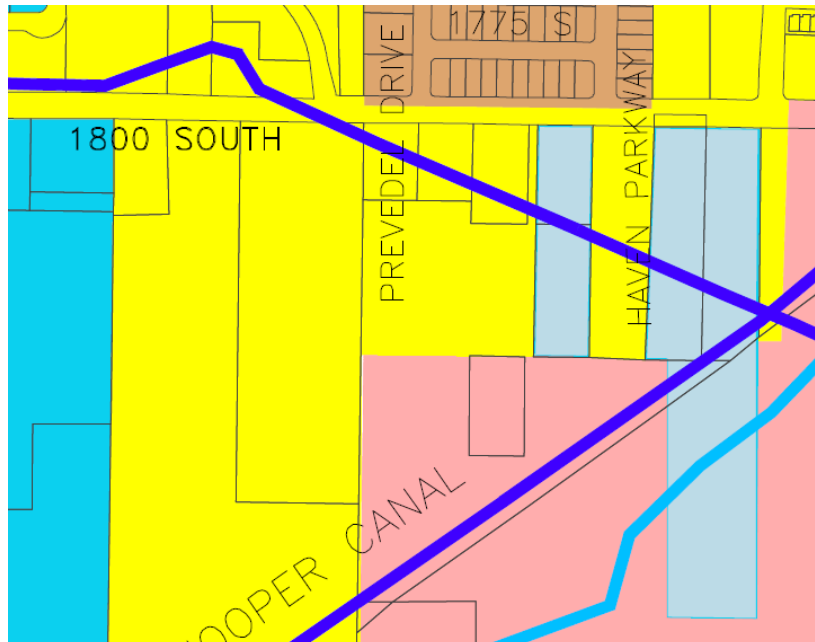
LAND USE DESIGNATION DISCUSSION

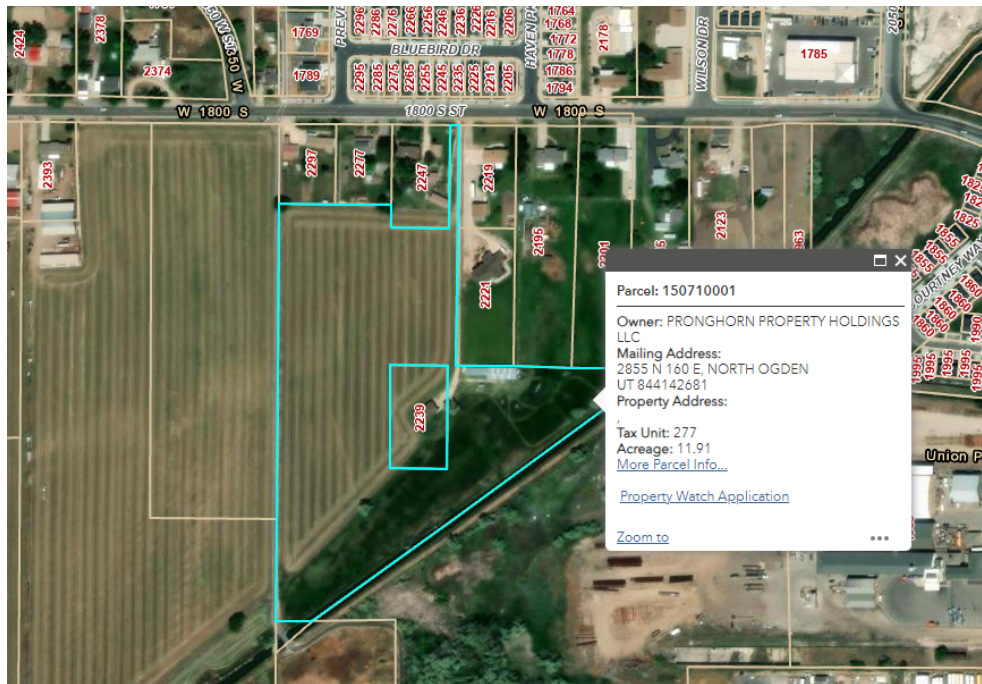
Request:	Discussion on the use designation for LWE
Property Address:	Approximately 2231 W 1800 S (Parcel# 150710001, 150710030)
Property Zone:	Commercial C-2
Property Size:	11.91 acres (Using 4 acres)
Applicant:	Tucker Jardine, Kacey Jardine – Pronghorn Property Holdings LLC

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

Background

Staff received a site plan showing a 30,942 square foot building for LWE which includes space for offices and for storage on Parcels 150710001 and 150710030. The plans turned in with their site plan application shows a loading dock with multiple bay doors. According to the zoning map, this area is split zoned as C-2 and A-1. The applicant was told that once they picked one of the zones, that is what the entirety of the parcels would end up being and as such C-2 was chosen.





Staff Review

It is staff's understanding that most of the building will be used as the storage space or "warehouse" as they called it in an email to staff explaining what the intended use would be. Staff used the commercial ordinance to make a final decision as to whether this use would be appropriate for the area. Under section 157.294 "Uses", a warehouse with no manufacturing is listed as not permitted in C-1 and C-2 and it is conditional under C-3. In a separate email, it was said that the use is that of an electrical contractor. Staff then classified the use as a contractor shop which is also conditional under C-3 and not allowed under C-2. Since the property is not zoned C-3, staff has concluded that the use will not be allowed.

Also, the site plan shows that the main point of access will be off of a possible future connection road between 1800 South and Wilson Lane. It is staff's understanding that the road will not be constructed in the near future. Land acquisitions have not yet commenced, and the timeline is unclear.

Staff Recommendation

Overall, staff concludes that this use will not be appropriate for the C-2 zone. Under 157.294 (C) the code says that an application may be forwarded to Planning Commission to determine a designation or to appeal. The plans that were submitted to staff are included in the packet.



Sheet
1
of
1
Sheets



VICINITY MAP

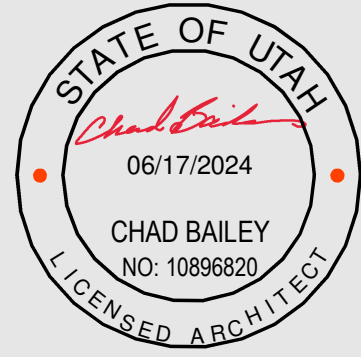
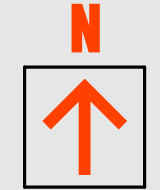
LOCATION OF
POTENTIAL
ROUNDBOUT

APPROXIMATE PROJECT LOCATION



1 SITE PLAN
1" = 50'-0"

COMPASS:



DEVELOP
ARCHITECTS

DEVELOP ARCHITECTS, LLC

contact:
a: 1144 E 2800 N OGDEN, UT 84414
p: 801.823.9506
e: info@developarchitects.com
web: www.developarchitects.com

LWE HQ

WEST HAVEN, UTAH 84404

OWNER: LWE

ISSUE DATE:
06/17/2024

PROJECT PHASE
SCHEMATIC N.F.C.

REVISIONS

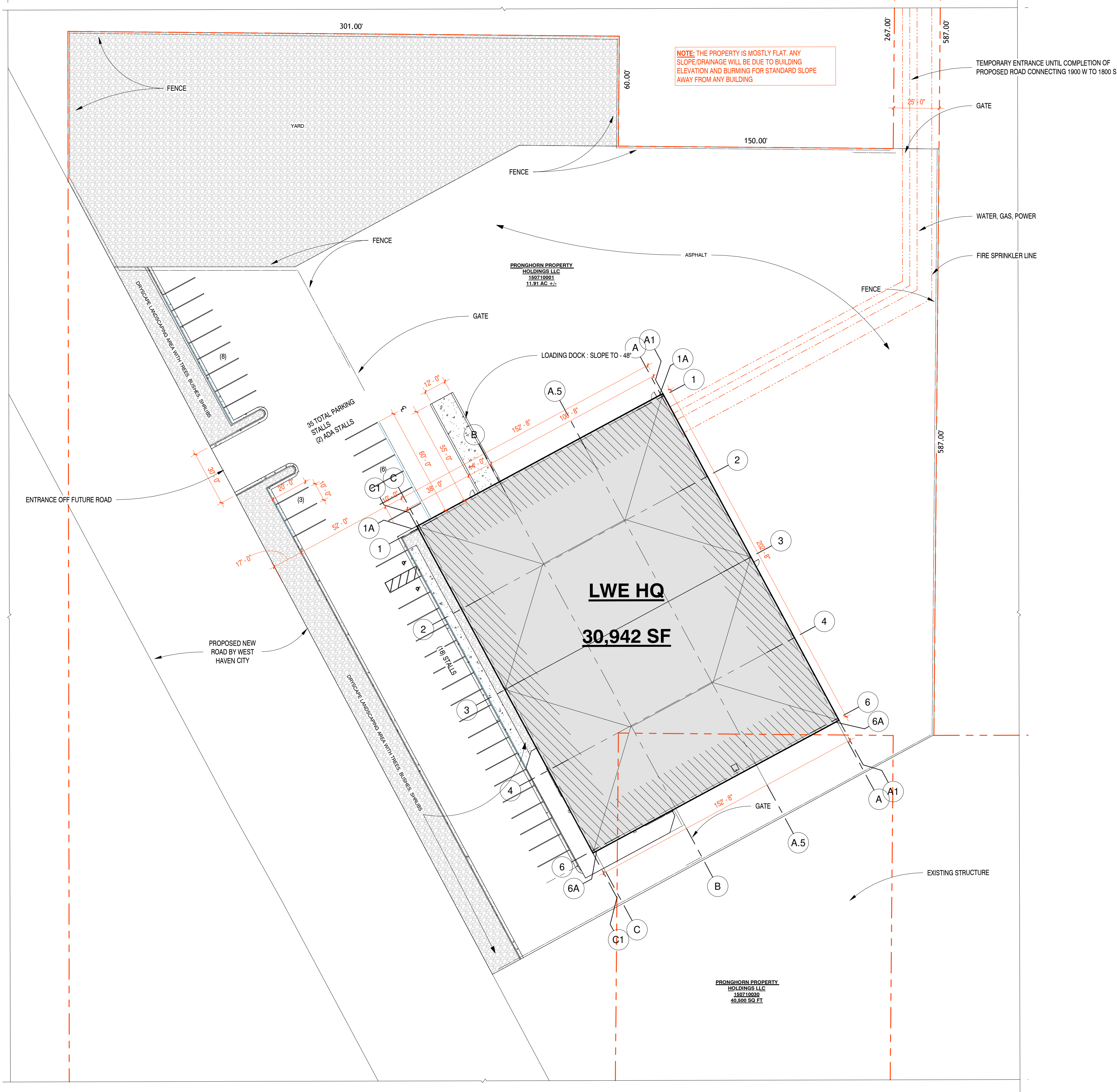
NOT FOR CONSTRUCTION

SITE PLAN OVERALL

A0.0

SHEET NUMBER

SITE DATA		
PARCEL SIZE (SF)	501,644 SF +/-	
PARCEL SIZE (ACRES)	11.91 AC +/-	
PARCEL SIZE USED (SF)	172,724 SF +/-	
PARCEL SIZE USED (ACRES)	3.96 ACRES +/-	
BUILDING FOOTPRINT	30,942 SF	
% BUILDING	-18%	
(OF USED PARCEL)		
LANDSCAPING SHOWN	6,627 SF	
% LANDSCAPING	-3.8%	
(OF USED PARCEL)		
WALKWAYS & CURBING	2,349 SF	
% CONCRETE	-1.4%	
(OF USED PARCEL)		
PARKING	26,396 SF	
% PARKING	-15%	
(OF USED PARCEL)		
YARD & TEMP. ENTRY	105,948 SF	
% IMPERVIOUS	-61%	
(OF USED PARCEL)		



1 SITE PLAN ZOOMED
1" = 30'-0"

COMPASS:

DEVELOP
ARCHITECTS

DEVELOP ARCHITECTS, LLC
contact:
a: 1144 E 2800 N OGDEN, UT 84414
p: 801.823.9506
e: info@developarchitects.com
web: www.developarchitects.com

LWE HQ
WEST HAVEN, UTAH 84404
OWNER: LWE

ISSUE DATE:
06/17/2024

PROJECT PHASE
SCHEMATIC N.F.C.

REVISIONS
NOT FOR CONSTRUCTION

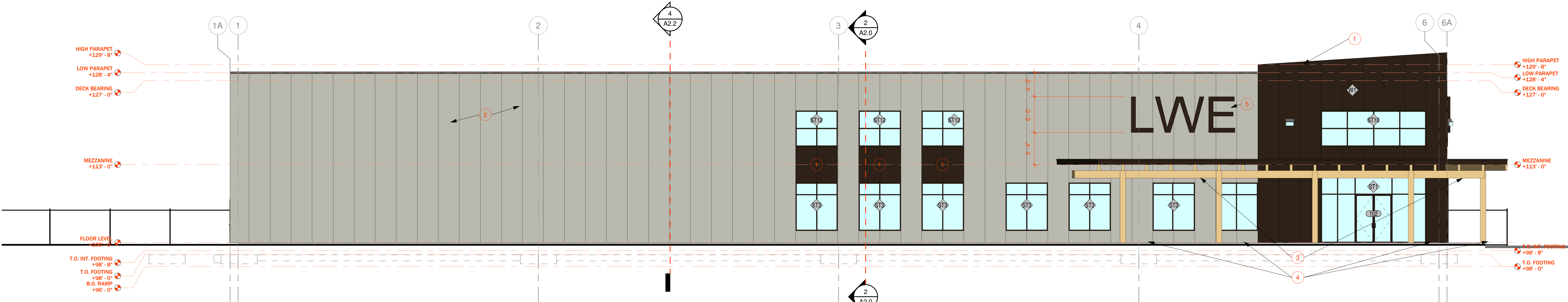
SITE PLAN +
LANDSCAPING

A0.1

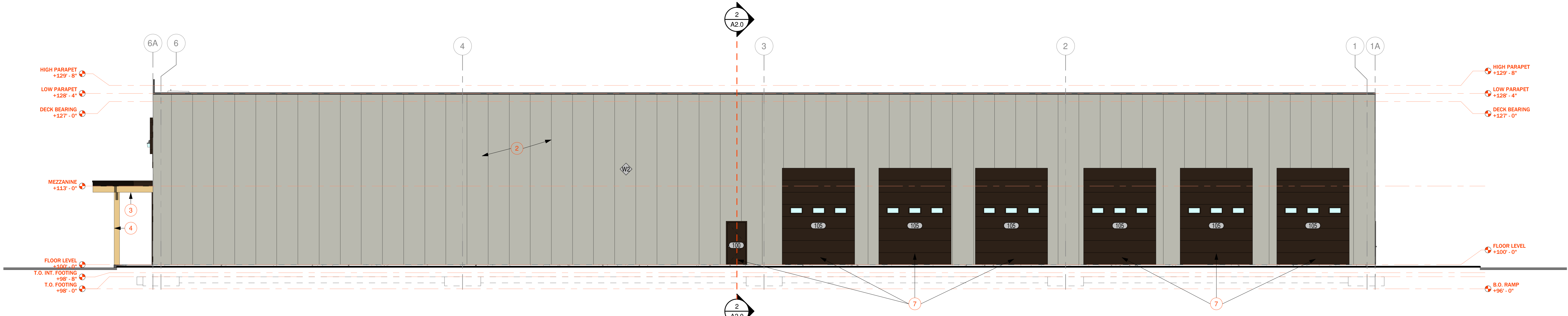
SHEET NUMBER

WALL AREA SCHEDULE			
Type Mark	Area	Type Comments	%
W1	1187 SF	INSULATED METAL PANELS - DARK BRONZE	7%
W2	15767 SF	INSULATED METAL PANELS - GRAY	93%

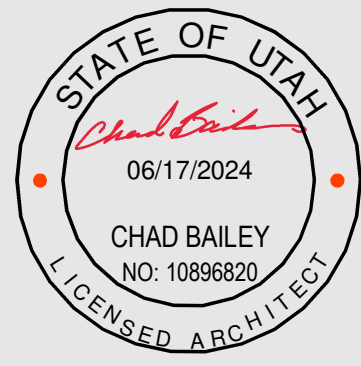
ELEVATION LEGEND	
APPLICABLE TO ELEVATION SHEETS ONLY	
1	INSULATED METAL PANELS, BRONZE
2	INSULATED METAL PANELS, GREY
3	WOOD TRELLIS
4	STAIN-GRADE WOOD POSTS
5	SIGNAGE
6	BRONZE PARAPET CAP
7	DOOR, PAINTED TO MATCH BRONZE PANELS



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



3 NORTH
1/8" = 1'-0"



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LWE HQ
WEST HAVEN, UTAH 84404
OWNER: LWE

ISSUE DATE:
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PROJECT PHASE
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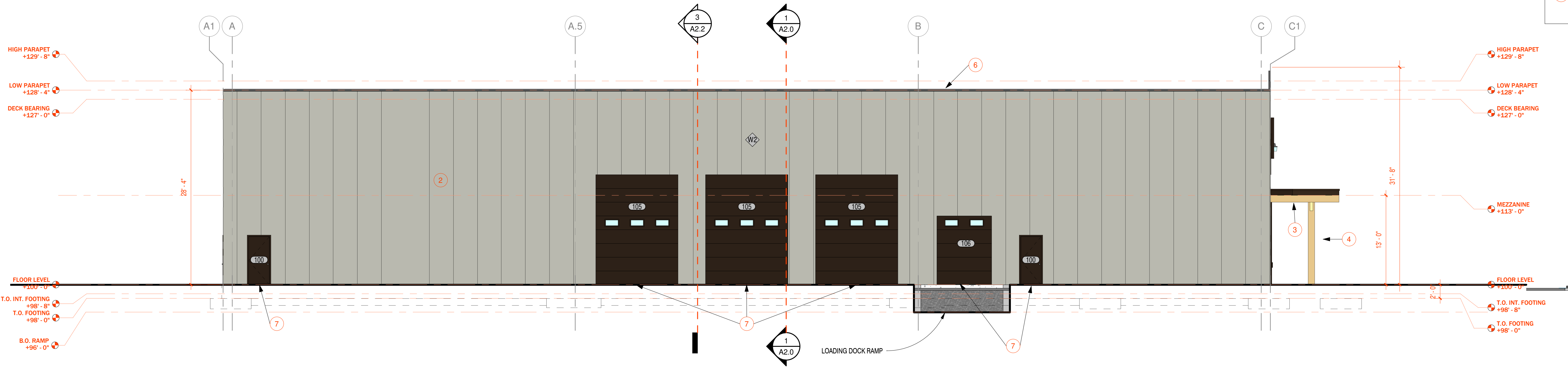
REVISIONS
NOT FOR CONSTRUCTION

ELEVATIONS

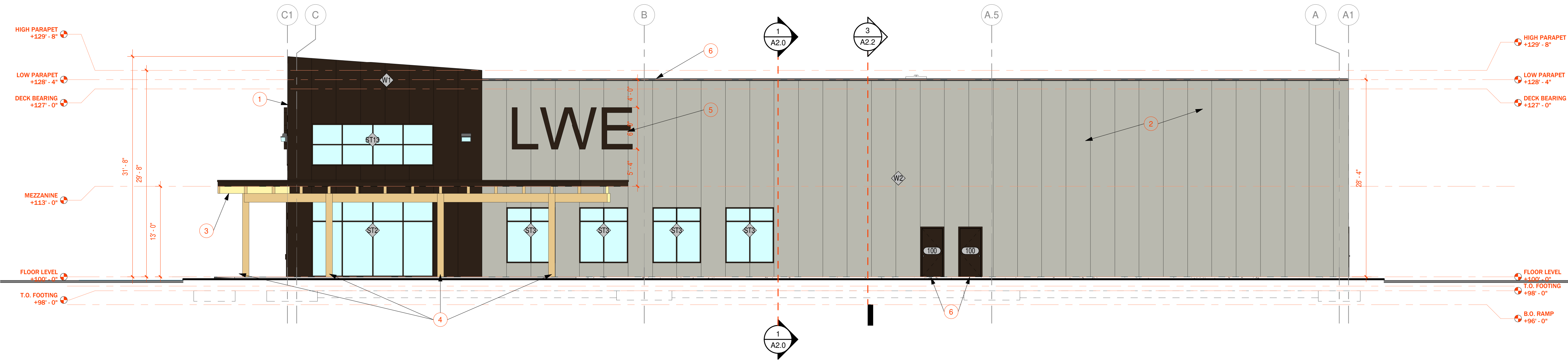
A3.0

SHEET NUMBER

WALL AREA SCHEDULE			
Type Mark	Area	Type Comments	%
W1	1187 SF	INSULATED METAL PANELS - DARK BRONZE	7%
W2	15767 SF	INSULATED METAL PANELS - GRAY	93%



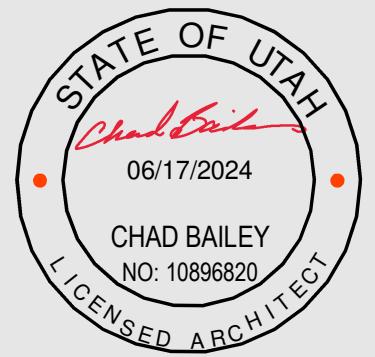
1 WEST
1/8" = 1'-0"



2 SOUTH ELEVATION
1/8" = 1'-0"

ELEVATION LEGEND

- APPLICABLE TO ELEVATION SHEETS ONLY
- 1 INSULATED METAL PANELS, BRONZE
 - 2 INSULATED METAL PANELS, GREY
 - 3 WOOD TRELLIS
 - 4 STAIN-GRADE WOOD POSTS
 - 5 SIGNAGE
 - 6 BRONZE PARAPET CAP
 - 7 DOOR, PAINTED TO MATCH BRONZE PANELS



DEVELOP
ARCHITECTS

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LWE HQ
WEST HAVEN, UTAH 84404
OWNER: LWE

ISSUE DATE:
06/17/2024

PROJECT PHASE
SCHEMATIC N.F.C.

REVISIONS
NOT FOR CONSTRUCTION

ELEVATIONS

A3.1

SHEET NUMBER

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 SUBDIVISON

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.

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.

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.

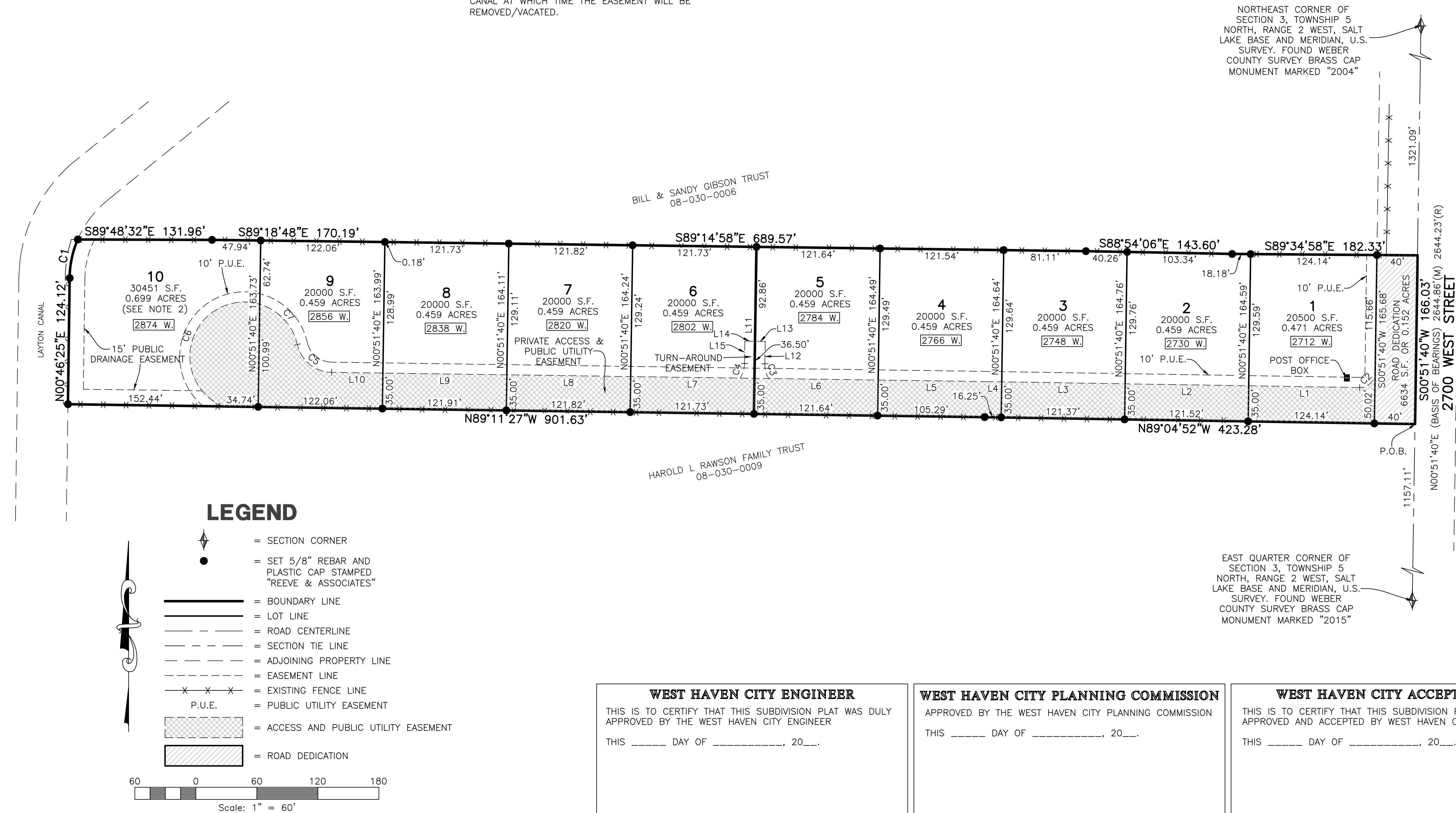


VICINITY MAP

SCALE: NONE

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"



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

Scale: 1" = 60'

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 _____
Filed For Record And Recorded, _____ At _____
In Book _____ Of The Official Records, Page _____
Recorded For: _____

Weber County Recorder

Deputy.

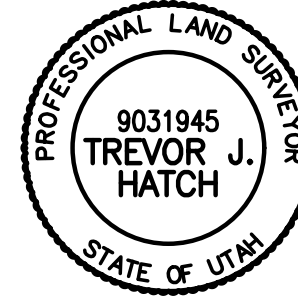
SURVEYOR'S CERTIFICATE

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 ERECTED 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 DEVELOPMENTS PROXIMITY TO SAID WATER INFRASTRUCTURE, HIGH GROUNDWATER CONDITIONS ARE LIKELY AND SHOULD BE EXPECTED. ACCORDINGLY, EASEMENTS, 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

PROJECT INFO.

Surveyor:

T. HATCH

Designer:

N. ANDERSON

Begin Date:

8-3-2022

Name:

SUNSET FARMS SUBD.

Number:

7941-01

Revision:

1"=60'

Checked:



Reeve & Associates, Inc.

5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com

LAND PLANNERS * CIVIL ENGINEERS * LAND SURVEYORS
TRAFFIC ENGINEERS * STRUCTURAL ENGINEERS * LANDSCAPE ARCHITECTS

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

	C-2 Requirement	Site Plan Proposal	Compliant?
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 area 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

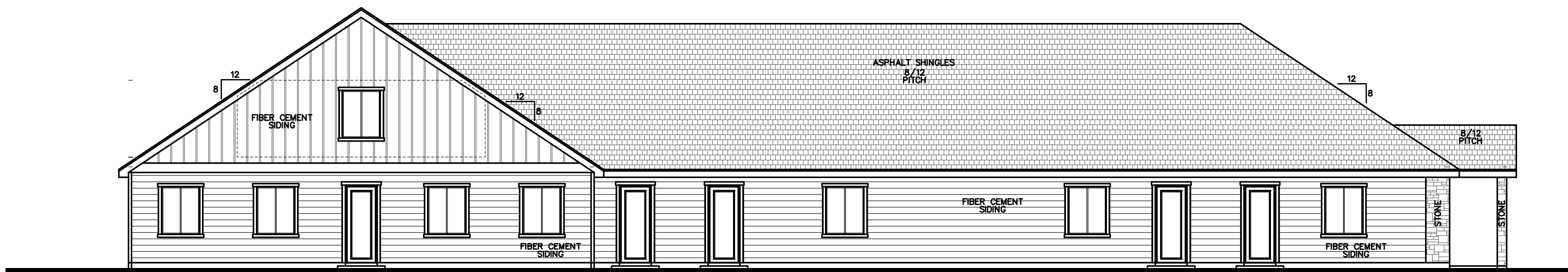
evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and
acknowledged (he/she/they) executed the same.

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)

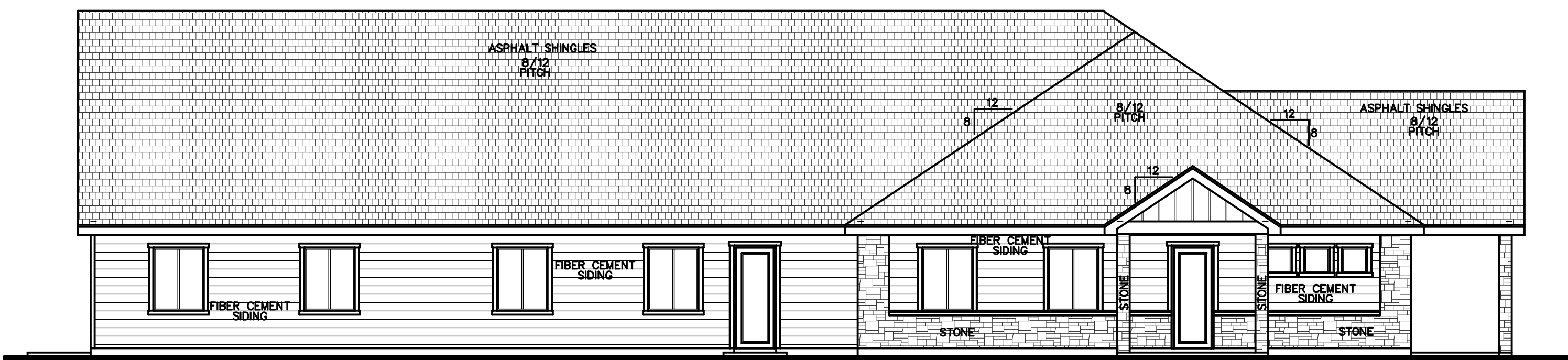
ALL APPLICABLE ITEMS MUST BE RECEIVED BEFORE BEING ADDED TO THE AGENDA

CONCEPTUAL DRAWINGS
NOT FOR CONSTRUCTION



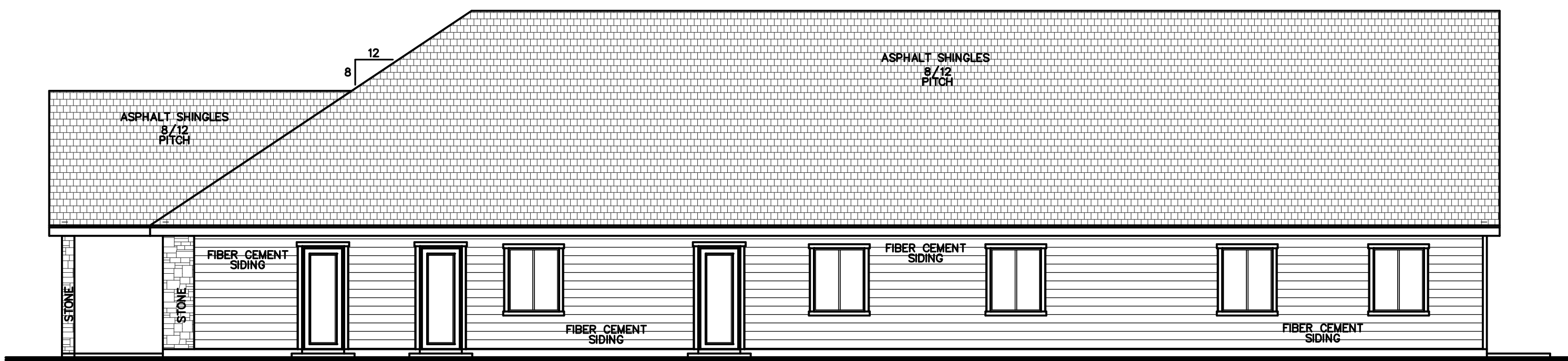
REAR (SOUTH) ELEVATION

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)



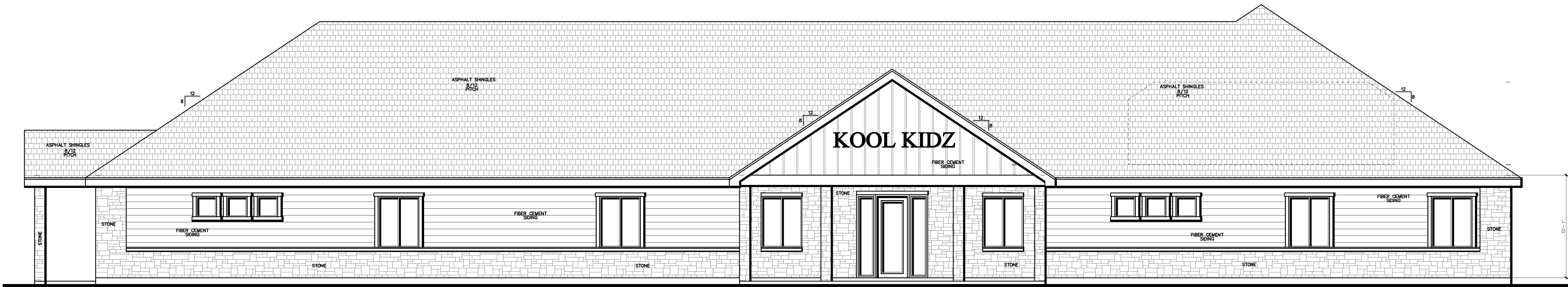
LEFT (EAST) ELEVATION

SCALE: 1/8"=1'-0"
TOTAL AREA = 975 SQ. FT.
STONE AREA = 174 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 = 24 SQ. FT. (2.5% STONE)
FIBER CEMENT SIDING AREA = 921 SQ. FT. (97.5% 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
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CONSTRUCTION COST NOTE:
THE BUILDING DESIGN SHOWN IN THESE PLANS IS BASED ON
DIRECTION PROVIDED TO US BY THE OWNER AND/OR
GENERAL CONTRACTOR. WE HAVE NOT ATTEMPTED, AND IT
IS NOT OUR INTENTION TO ATTEMPT, TO PROVIDE AN
ESTIMATE OF THE COST OF CONSTRUCTION OF THIS
DESIGN. THE COST OF CONSTRUCTION OF THIS DESIGN
WILL BE DETERMINED BY THE GENERAL CONTRACTOR
AND/OR THE OWNER. IT IS THE SOLE RESPONSIBILITY
OF THE OWNER AND/OR GENERAL CONTRACTOR TO
DETERMINE IF THE COST OF THE BUILDING
CONSTRUCTION WILL BE 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/OR GENERAL CONTRACTOR HAS NOT ATTEMPTED, TO
ANALYZE THE SITE CONDITIONS OR 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
CONDITIONS (INCLUDING GRADE, ELEVATIONS, SLOPES,
RETAINING WALLS, ETC.) ARE OR WILL BE MADE SUITABLE
TO WORK WITH THE HOME DESIGN SHOWN.

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OF A SINGLE BUILDING LOCATED AS FOLLOWS:
LOT # XXX
SUBDIVISION: 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
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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

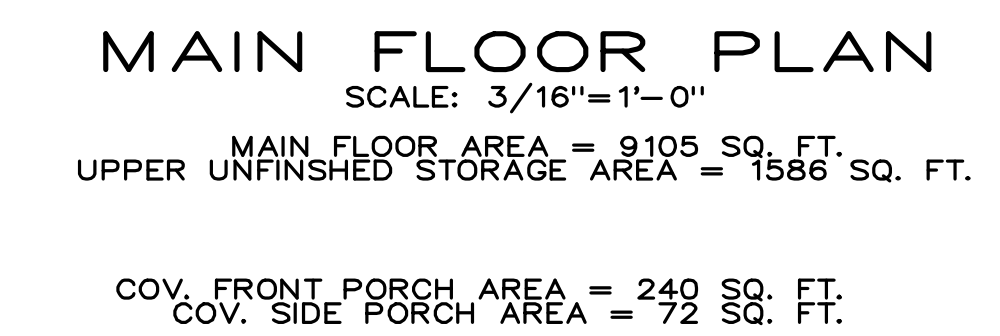
Lomond View
DESIGN SLICK

ELEVATIONS

DATE: 7/25/2024
DRAWN: CMH
TYPE: ORIGINAL DRAWING
PLAN NO: X-XXXX RAMBLER

2.1

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OF A SINGLE BUILDING LOCATED AS FOLLOWS:

LOT #: XXX

SUBDIVISION: 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 DIRECTION PROVIDED TO US BY THE OWNER AND/OR GENERAL CONTRACTOR. WE HAVE NOT ATTEMPTED, AND IT IS OUT OF THE SCOPE OF OUR SERVICES, TO PROVIDE A COST ESTIMATE SERVICES FOR THE CONSTRUCTION OF THIS BUILDING AND ASSOCIATED SITE IMPROVEMENTS OR TO PROVIDE A DESIGN THAT IS SUITABLE FOR THE COST EXPECTATIONS OF THE OWNER. IT IS THE SOLE RESPONSIBILITY OF THE OWNER AND/OR GENERAL CONTRACTOR TO DETERMINE 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 THE SITE CONDITIONS PROVIDED TO US BY THE OWNER. THE OWNER AND GENERAL CONTRACTOR HAVE NOT ATTEMPTED TO EVALUATE THE SITE FOR SUITABILITY OF THE CONSTRUCTION OF THE HOME DESIGN SHOWN. IT IS THE SOLE RESPONSIBILITY OF THE OWNER AND/OR GENERAL CONTRACTOR TO ENSURE/VERIFY THAT THE SITE CONDITIONS (INCLUDING GRADE, EIGHTH, DRAINAGE, SLOPE, FLOODING AREA, ETC.) CAN BE MADE SUITABLE TO WORK WITH THE HOME DESIGN SHOWN.

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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COOL KIDZ DAY CARE

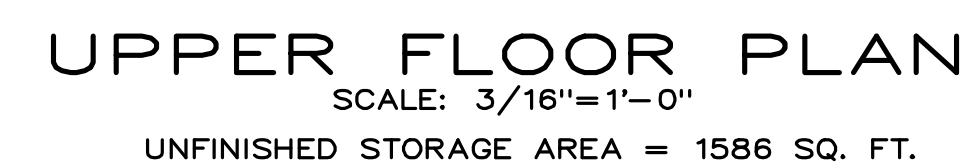
304 WEST PLEASANT VIEW DR.
OGDEN, UTAH 84414
PHONE: (801)-782-0484
FAX: (801)-782-8631
WWW.LOMONDVIEW.COM

1/25/2024	DRAWN: CWH
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DATE:	7/25/2024
JOB NO.:	24050
PLAN NO.:	X-X-XXXX F

52.3

CONCEPTUAL DRAWINGS
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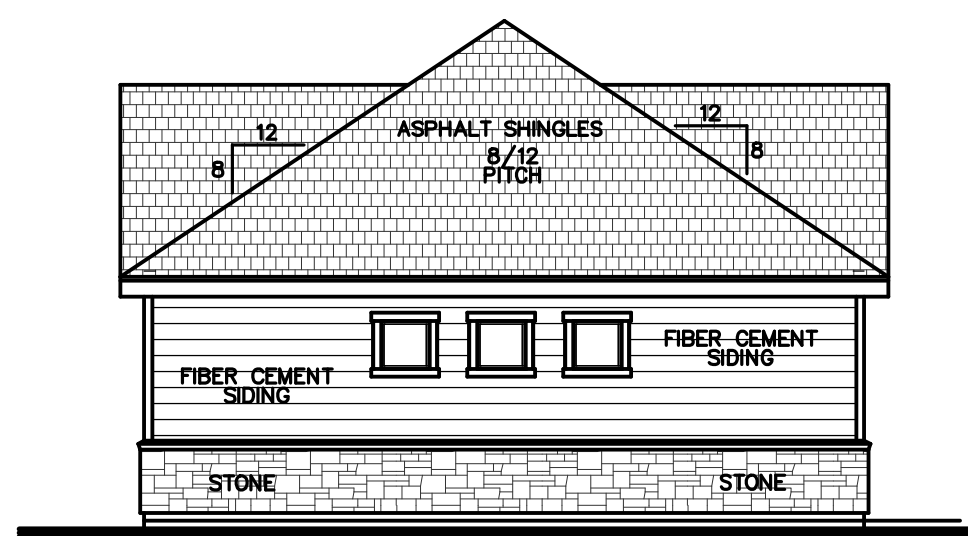


SITE AND LOT NOTE:
THE HOME DESIGN SHOWN IN THESE PLANS IS REFLECTIVE OF SITE CONDITIONS PROVIDED TO US BY THE OWNER AND/OR GENERAL CONTRACTOR. WE HAVE NOT ATTEMPTED, NOR DO WE INTEND, TO CONDUCT A FIELD SURVEY TO EVALUATE THE SITE FOR SUITABILITY OF THE CONSTRUCTION OF THE HOME DESIGN SHOWN. IT IS THE SOLE RESPONSIBILITY OF THE OWNER AND/OR GENERAL CONTRACTOR TO ENSURE/VERIFY THAT THE SITE CONDITIONS (INCLUDING GRADE HEIGHTS, DRAINAGE SLOPES, ETC.) ARE SUITABLE FOR THE HOME DESIGN SHOWN TO WORK WITH THE HOME DESIGN SHOWN.

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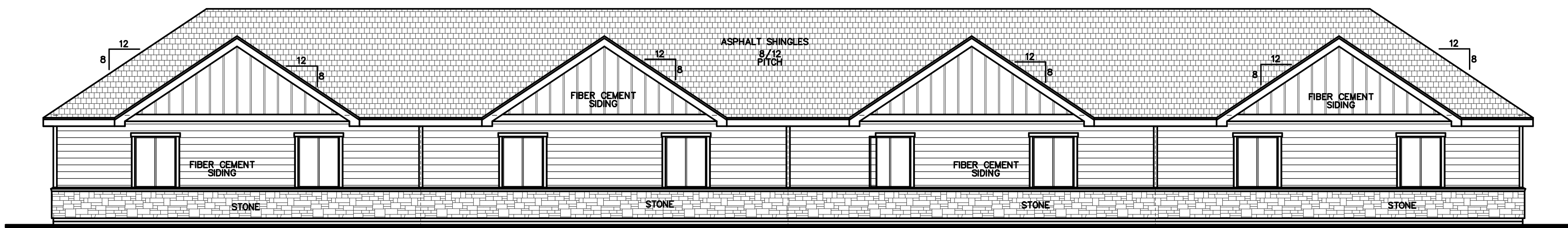
SHEET
S2.4

CONCEPTUAL DRAWINGS
NOT FOR CONSTRUCTION



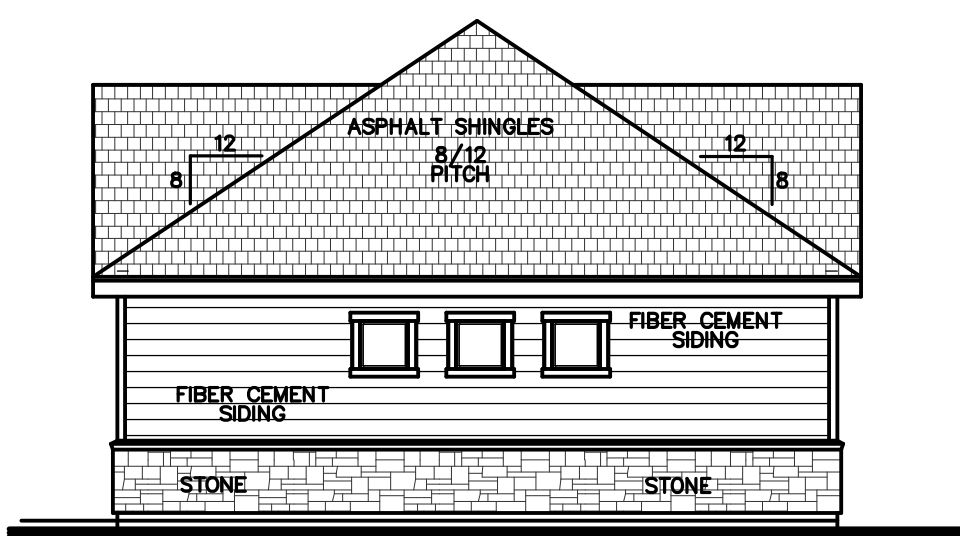
LEFT (NORTH) ELEVATION
SCALE: 1/8"=1'-0"

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



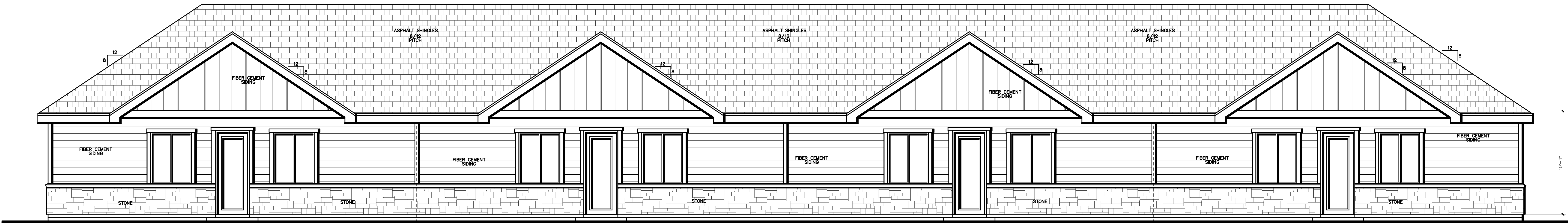
REAR (EAST) ELEVATION
SCALE: 1/8"=1'-0"

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

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GENERAL CONTRACTOR. WE HAVE NOT ATTEMPTED TO
OBTAIN THE SCOPE OF OUR SERVICES TO PROVIDE
COST ESTIMATES FOR THE CONSTRUCTION OF THIS
BUILDING AND ASSOCIATED SITE IMPROVEMENTS OR TO
RESPONSIBILITY OF THE OWNER AND/OR GENERAL
CONTRACTOR TO OBTAIN THE COST OF THE BUILDING
AND ASSOCIATED SITE IMPROVEMENTS WILL BE
SATISFACTORY TO THE OWNER'S EXPECTATIONS.

SITE AND LOT NOTE:
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CONTRACTOR TO OBTAIN THE COST OF THE BUILDING
AND ASSOCIATED SITE IMPROVEMENTS WILL BE
SATISFACTORY TO THE OWNER'S EXPECTATIONS.

DESIGN LOADS	
ROOF:	SNOW - 10 psf DEAD - 12 psf
FLOOR:	LIVE - 40 psf DEAD - 12 psf
DECK:	LIVE - 60 psf DEAD - 12 psf
GROUND SNOW LOAD - 43 psf	
ULTIMATE DESIGN WIND SPEED, V_{ult} - 115 mph	
NOMINAL DESIGN WIND SPEED, V_{nom} - 90 mph	
DESIGNING DESIGN CATEGORY 'D'	
SITE CLASS 'D'	
SOIL BEARING PRESSURE - 1500 psf	
CONTRACTOR/OWNER SHALL VERIFY ACCURACY OF SNOW LOADS WITH BUILDING OFFICIAL (AND SOIL BEARING PRESSURE) HAS BEEN INCLUDED IN THE FLOOR DESIGN.	

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ADDRESS <u>2400 WEST MIDLAND DRIVE</u>	
CITY <u>WEST HAVEN</u> STATE <u>UTAH</u>	
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DATE: <u>7/25/2024</u>	

CONTRACTOR & OWNER SHALL VERIFY ALL
DIMENSIONS, AREAS, AND CONDITIONS, READ
ALL NOTES AND BECOME THOROUGHLY
FAMILIAR WITH THE DRAWINGS AND ALL
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FOR: KOOL KIDZ - RENTAL UNITS

304 WEST PLEASANT VIEW DR.
OGDEN, UT 84242
PHONE: (801)-782-0484
FAX: (801)-782-8631
WWW.LOMONDVIEW.COM

ELEVATIONS

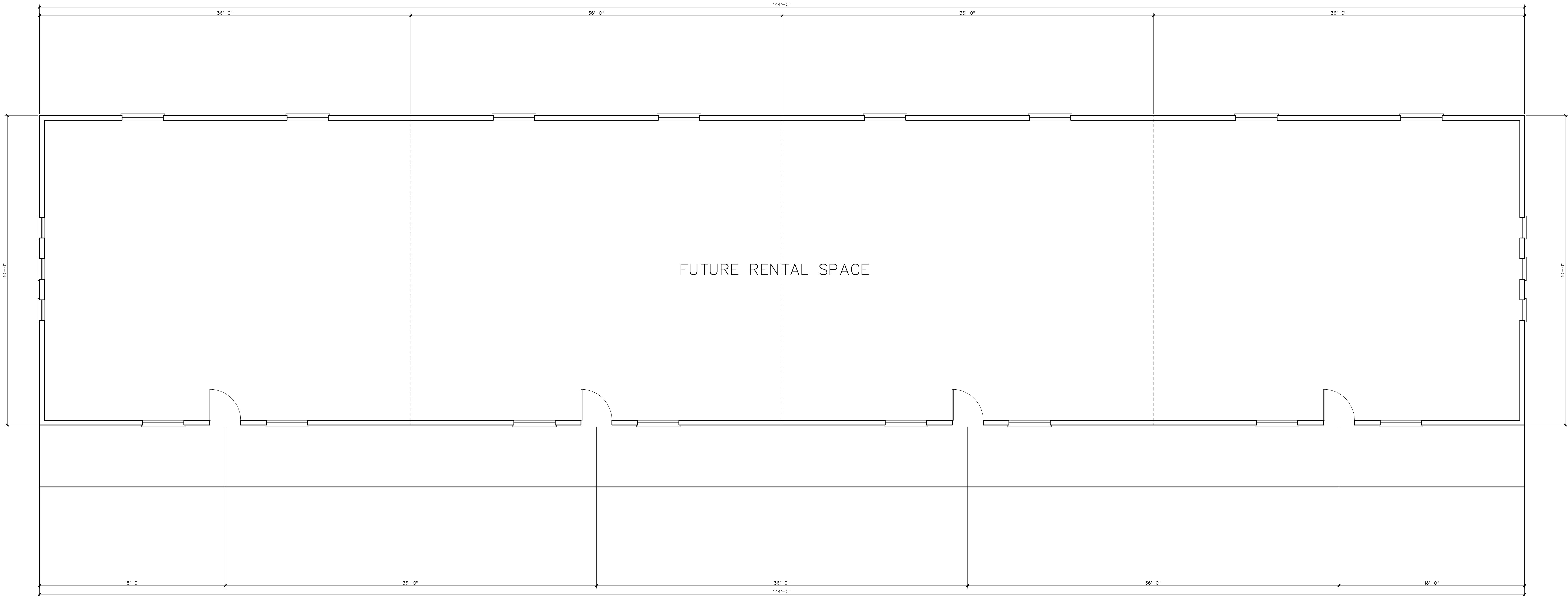
DATE: 7/25/2024
JOB NO.: 24057
DRAWN: CWH
TYPE: ORIGINAL DRAWING
PLAN NO.: X-X-XXXX

SHEET
S2.1

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CONCEPTUAL DRAWINGS
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MAIN FLOOR PLAN
SCALE: 1/4"=1'-0"
MAIN FLOOR AREA = 4320 SQ. FT.

DESIGN LOADS	
ROOF:	SNOW - 30 psf DEAD - 10 psf
FLOOR:	LIVE - 40 psf DEAD - 10 psf
DECK:	LIVE - 60 psf DEAD - 10 psf
GROUND SNOW LOAD - 43 psf	
ULTIMATE DESIGN WIND SPEED, V_{ult} - 115 mph	
NOMINAL DESIGN WIND SPEED, V_{nd} - 90 mph	
SEISMIC DESIGN CATEGORY 'D'	
SITE CLASS 'D'	
SOIL BEARING PRESSURE - 1500 psf	
CONTRACTOR/OWNER SHALL VERIFY ACCURACY OF SNOW LOADS WITH BUILDING OFFICIAL AND SOIL BEARING PRESSURE WITH GEOTECHNICAL ENGINEER INCLUDED IN THE FLOOR DESIGN.	

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ADDRESS <u>2400 WEST MIDLAND DRIVE</u>	
CITY <u>WEST HAVEN</u> STATE <u>UTAH</u>	
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DATE: <u>7/25/2024</u>	

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THE DESIGN PROVIDED TO US BY THE OWNER AND/OR
GENERAL CONTRACTOR. WE HAVE NOT ATTEMPTED, AND IT
IS NOT THE SCOPE OF OUR SERVICES, TO PROVIDE
COST ESTIMATES OR TO ESTIMATE THE CONSTRUCTION
COSTS. THE COSTS OF THE CONSTRUCTION SHALL BE THE
RESPONSIBILITY OF THE OWNER AND/OR GENERAL
CONTRACTOR TO DETERMINE IF THE COST OF THE BUILDING
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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 84404
PHONE: (801)-782-0484
FAX: (801)-782-8631
WWW.LOMONDVIEW.COM

MAIN FLOOR PLAN

DRAWN: CWH
TYPE: ORIGINAL DRAWING

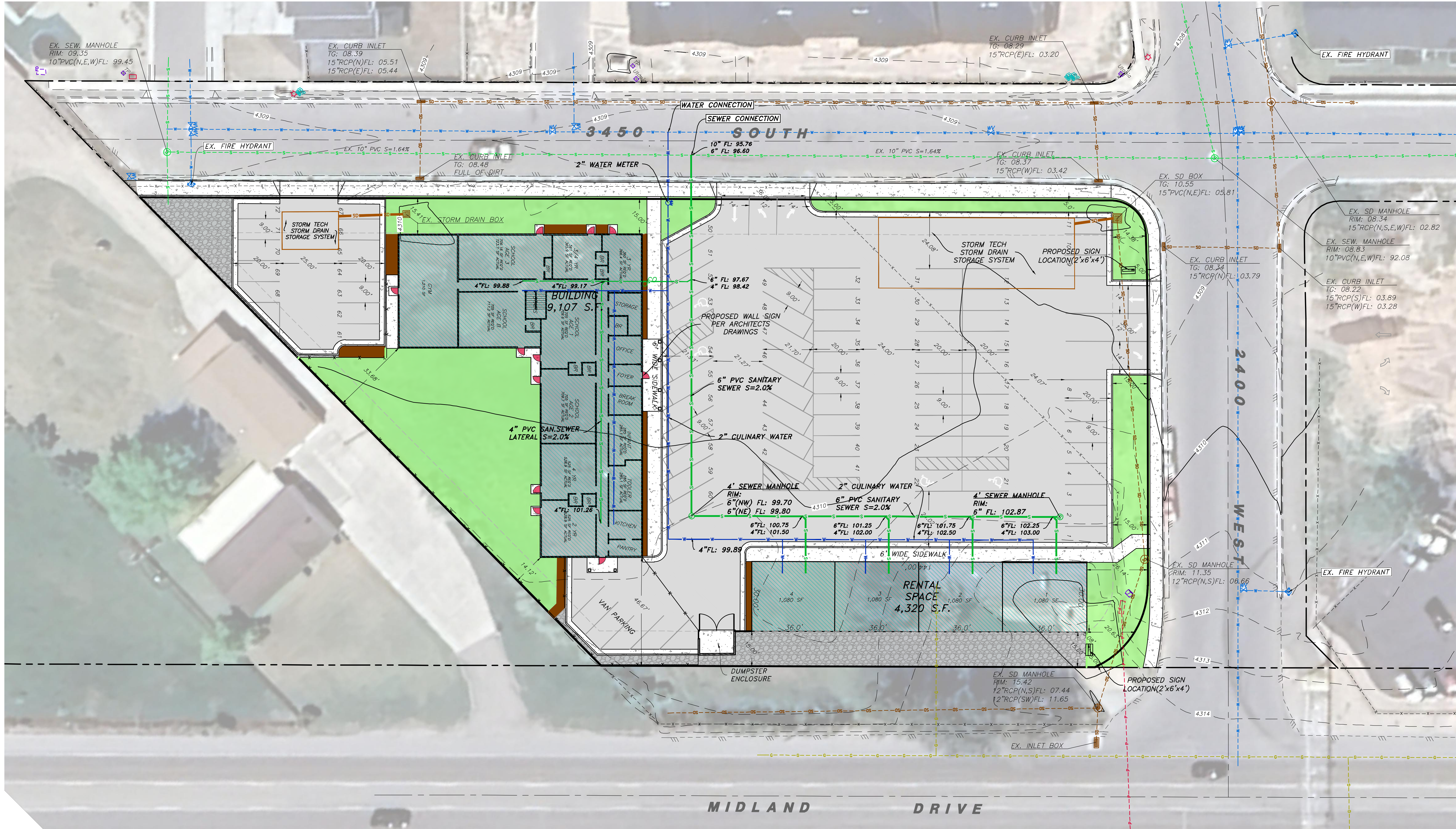
DATE: 7/25/2024
JOB NO.: 24057
PLAN NO.: X-X-XXXX

SHEET
2.3

PROJECT NOTES

Sheet
1
of
3
Sheets

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.

Call BEFORE YOU Dig

1-800-662-4111
UNDERGROUND SERVICE

AVOID CUTTING UNDERGROUND UTILITIES. IT'S COSTLY.

Engineer's Notice To Contractors

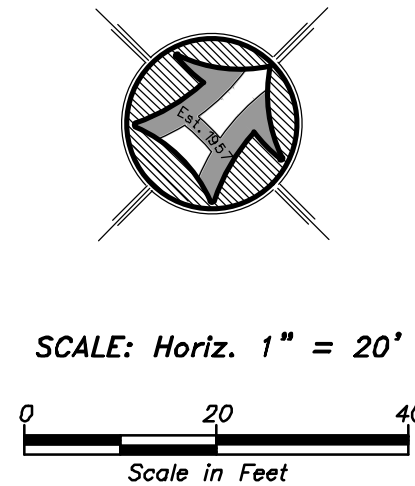
The existence and location of any underground utility pipes or structures shown on these plans were obtained from available information provided by others. The locations shown are approximate and shall be confirmed in the field by the contractor, so that any necessary adjustment can be made in alignment 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	EXISTING STORM DRAIN INLET
PROPOSED PROPERTY LINE	EXISTING WATER METER
EXISTING PROPERTY LINE	EXISTING FIRE HYDRANT
EXISTING SEWER LINE	EXISTING LIGHT POLE
EXISTING WATER LINE	PROPOSED SEWER MANHOLE
EXISTING SECONDARY WATER LINE	PROPOSED STORM DRAIN MANHOLE
EXISTING STORM DRAIN PIPE	PROPOSED STORM DRAIN INLET
PROPOSED SEWER LINE	PROPOSED WATER METER
PROPOSED WATER LINE	PROPOSED FIRE HYDRANT
PROPOSED SECONDARY WATER LINE	EXISTING CURB & GUTTER
PROPOSED STORM DRAIN PIPE	EXISTING SIDEWALK
SAW-CUT REQ'D.	PROPOSED CURB & GUTTER
EXISTING FENCE	PROPOSED SIDEWALK
EXISTING 5' CONTOUR	PROPOSED ASPHALT PAVEMENT
EXISTING 1' CONTOUR	
EXISTING SEWER MANHOLE	
EXISTING STORM DRAIN MANHOLE	



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: SRH	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 Logan Brigham City (435) 723-3991 (801) 399-4905 (435) 752-8272 Celebrating over 60 Years of Business	
Sheet	2
of	3
Sheets	

This architectural site plan illustrates a school building layout. The building is divided into several functional zones:











- Classrooms:** Labeled as "SCHOOL" with specific room numbers and areas:
 - SCHOOL 402 (3, 1000 SF)
 - SCHOOL 403 (3, 1000 SF)
 - SCHOOL 404 (3, 1000 SF)
 - SCHOOL 405 (3, 1000 SF)
 - SCHOOL 406 (3, 1000 SF)
 - SCHOOL 407 (3, 1000 SF)
 - SCHOOL 408 (3, 1000 SF)
 - SCHOOL 409 (3, 1000 SF)
 - SCHOOL 410 (3, 1000 SF)
 - SCHOOL 411 (3, 1000 SF)
 - SCHOOL 412 (3, 1000 SF)
 - SCHOOL 413 (3, 1000 SF)
 - SCHOOL 414 (3, 1000 SF)
 - SCHOOL 415 (3, 1000 SF)
 - SCHOOL 416 (3, 1000 SF)
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 - SCHOOL 420 (3, 1000 SF)
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- Support Spaces:**
 - STORAGE
 - BR
 - OFFICE
 - FOYER
 - BREAK ROOM
 - RECEPTION
 - TOILET
 - KITCHEN
 - PANTRY
- Outdoor Areas:**
 - 10: Large paved area on the left side.
 - 8: Green lawn area on the left side.
 - 9: Green lawn area on the right side.
 - 1: Small paved area on the right side.
 - 2: Small paved area on the right side.
 - 3: Small paved area on the right side.
 - 4: Small paved area on the right side.
 - 5: Small paved area on the right side.
 - 6: Small paved area on the right side.
 - 7: Small paved area on the right side.
 - 10: Small paved area on the right side.

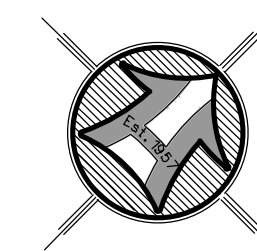
The plan also shows surrounding streets with addresses (4309, 4310, 4311, 4312, 4313, 4314) and various utility lines (blue, green, orange, yellow, red, black). The building is oriented with its main entrance facing the street on the right.

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.

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.

1		CRIMSON KING NORWAY MAPLE (12) (SIZE 35" TALL x25" WIDE)
2		SPRING SNOW FLOWERING CRAB (14) (SIZE 25" TALL x20" WIDE)
3		PAPER BARK MAPLE (12)
4		DAPHNE CAROL MCKAY (5) (SIZE 2-1/2'x3')
5		LAUREL, OTTO LYKEN (18) (SIZE 3'x4')
6		KARL FORESTER GRASS (27,8)
7		HOSTAS, FERNS & OTHER SHADE LOVERS (22)
8		GRASS AREA - (11,299 S.F.)
9		BED AREA - (688 S.F.)
10		GRAVEL AREA - (3,436 S.F.)



0 20 40
Scale in Feet



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. 64,277.8

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
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.

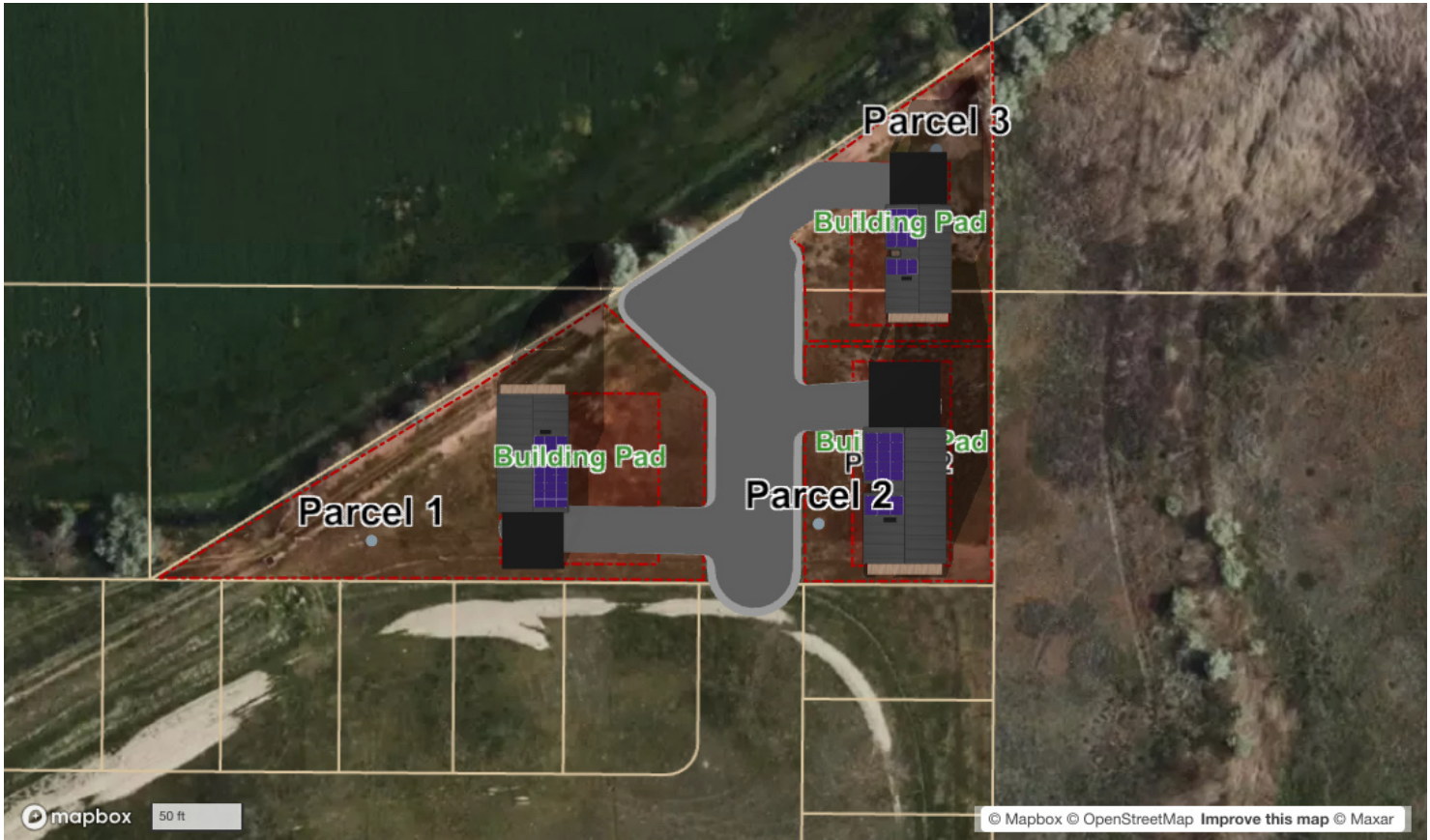
Jillian Stephens



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

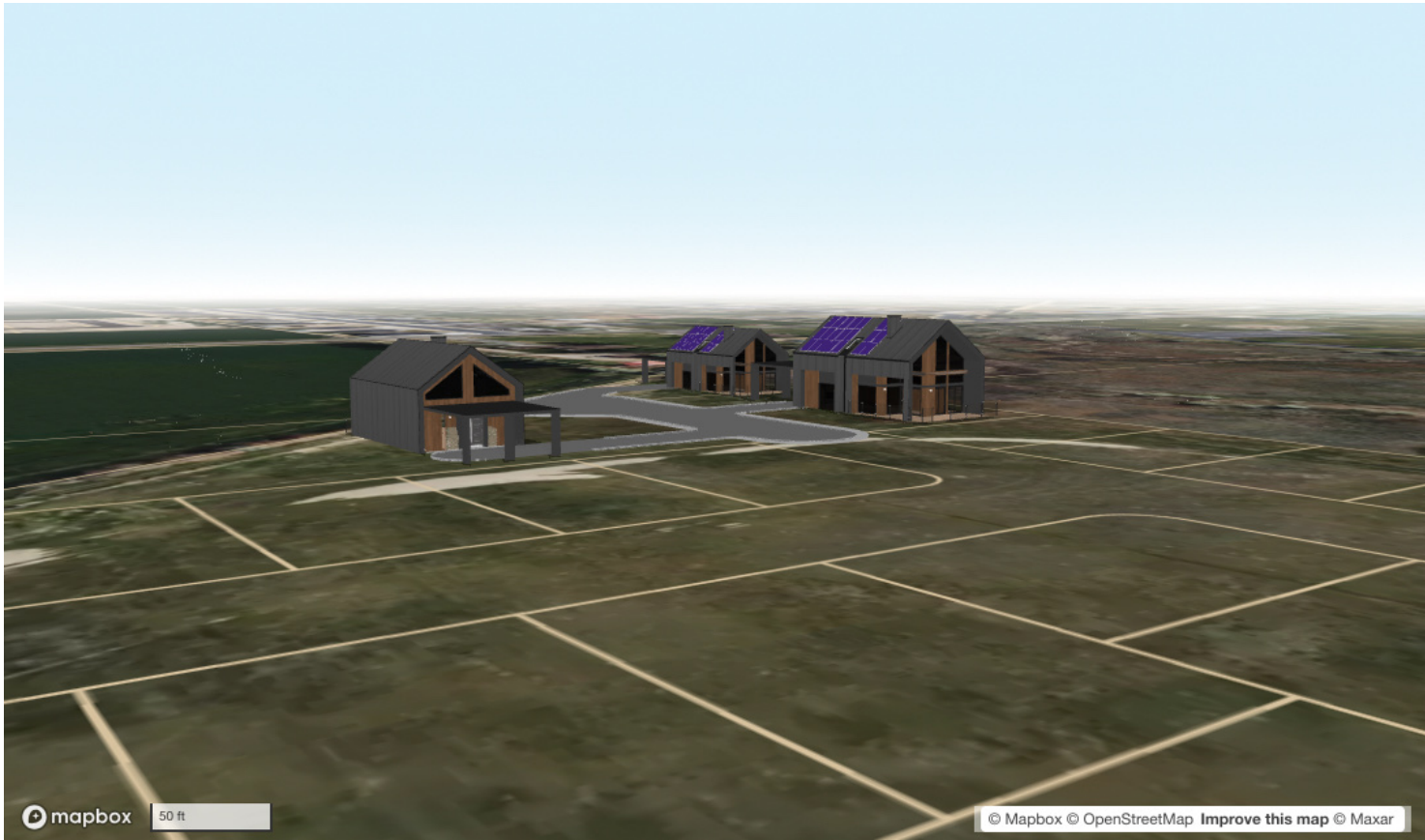
















STAFF REPORT

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



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:

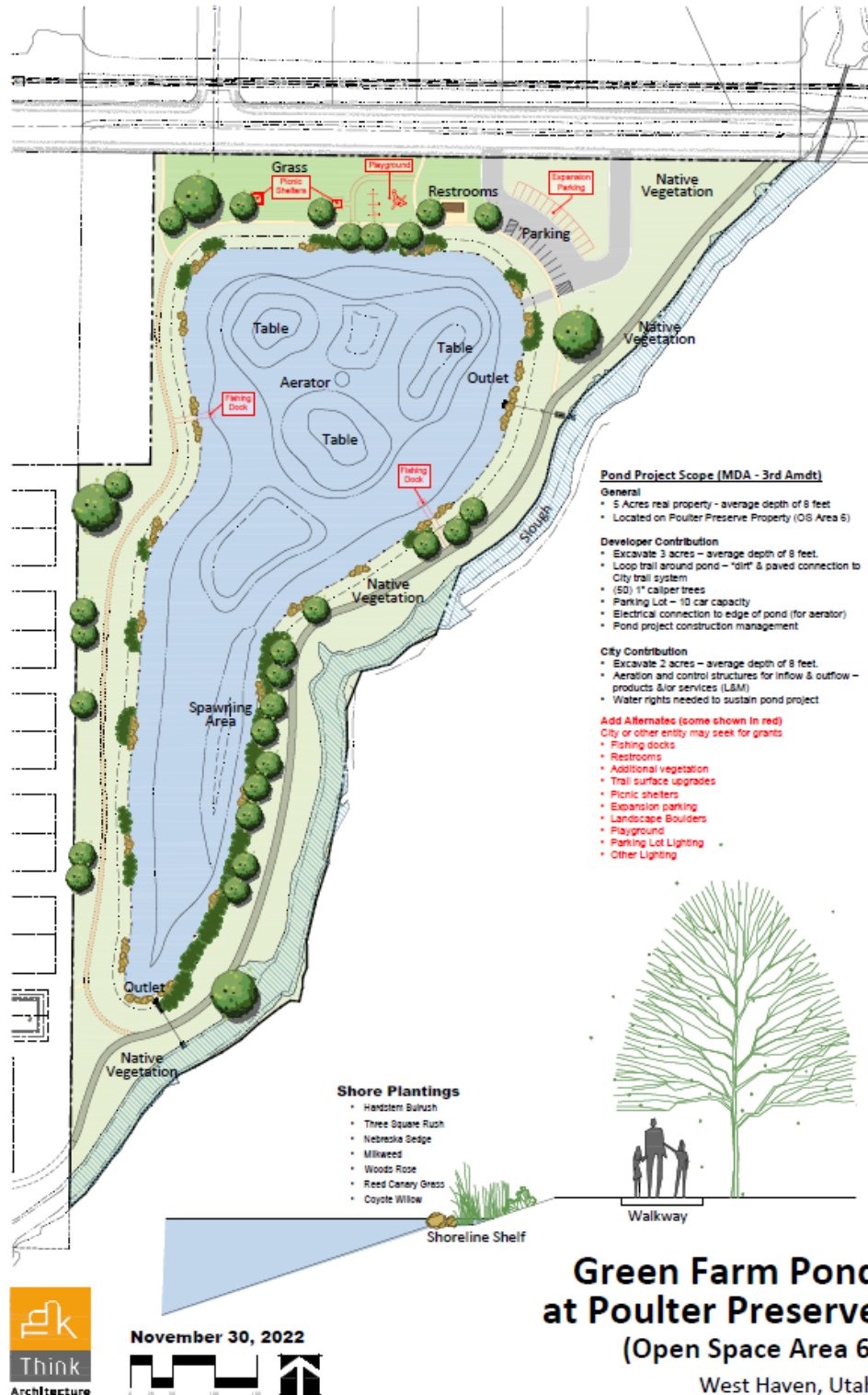
[Signature Pages Related to Fifth Amendment to MDA]

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.



November 30, 2022



EXHIBIT B

Project Scope, Responsibility, and Estimated Completion Dates

	B	C	D	E	F	G	H	I	J	K	L
1	EXHIBIT B										
2	Pond Project Scope, Responsibility, and Estimated Completion Dates										
3											
4	Source: Bond Estimate										
5	Approved 2/21/2024										
6	Project Name:		Green Farm - Open Space 6 - Pond								
7											
8	Project Location:		Approx 3650 S 4000 West, West Haven								
9											
10											
11											
12											
13											
14	Item Description				Financial Responsibility	Estimated Quantity	Unit	Estimated Completion Date			
15	POND EXCAVATION & SITE WORK				(Financial responsibility: C=Combined [60% NH, 40% WHC], N=Nilson Homes; W=West Haven City)						
16	SWPPP										
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	Excavation										
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	Sanitary Sewer, Culinary Water & Secondary Water (3650 S E to Parking Lot)										
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	Pond Inlet/Outlet, Aeration										
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	Parking & DNR Ramp				
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	Walkways & Trails				
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 Sidewalk - 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	Landscaping				
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	Miscellaneous				
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	3650 S Road Improvement Project Scope				
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-2nd 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 – 1st 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: _____

RIVERWALK TH II:

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 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 II 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 1-1st 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 1-1st 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 ("2nd 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 2nd 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 2nd 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 2nd Amendment, Owner may record this 2nd Amendment and the Amended Plat in the office of the Weber County Recorder.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this 2nd Amendment by and through their respective, duly authorized representatives.

CITY:

City of West Haven

ATTEST:

By: _____

By: _____
Recorder

STATE OF _____)
) ss.
COUNTY OF _____)

On this day personally appeared before me _____, 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 _____

OWNER:

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 this day personally appeared before me Michael A. Christian, Manager of ICG Apartment Fund 8 Manager LLC, Manager of Riverwalk TH I 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 _____

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 ("2nd 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 2nd 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 2nd 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 2nd Amendment, Owner may record this 2nd Amendment and the Amended Plat in the office of the Weber County Recorder.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this 2nd Amendment by and through their respective, duly authorized representatives.

CITY:

City of West Haven

ATTEST:

By: _____

By: _____
Recorder

STATE OF _____)
) ss.
COUNTY OF _____)

On this day personally appeared before me _____, 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 _____

OWNER:

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 this day personally appeared before me Michael A. Christian, Manager of ICG Apartment Fund 8 Manager LLC, Manager of Riverwalk TH I 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 _____

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]

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 1-1st 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 1-1st 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 1-1st 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 1-1st 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.

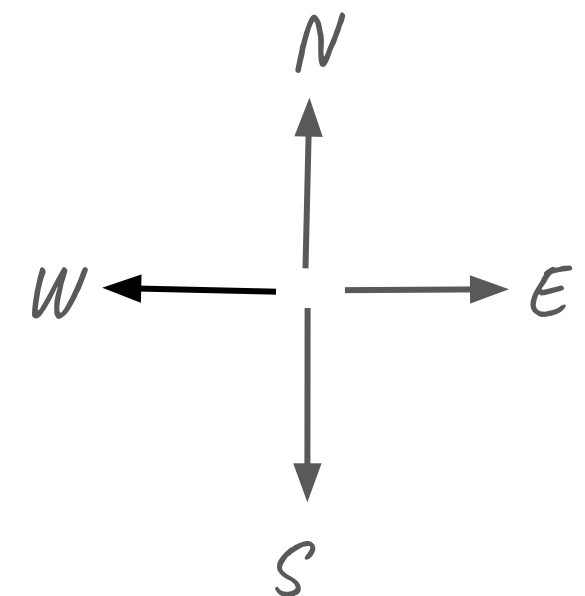
Stone: We will install stone skirting around the building that will be similar in color and size as the townhomes.

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)