Mayor
Kenneth Romney

City Engineer/ Land Use Administrator
Kris Nilsen

City Recorder
Remington Whiting

City Council Representative
Dell Butterfield

WEST BOUNTIFUL PLANNING COMMISSION

550 North 800 West
West Bountiful, Utah 84087

Phone (801) 292-4486
FAX (801) 292-6355
www.WBCity.org

Chairman
Alan Malan

Vice Chairman
Corey Sweat

Commissioners
Laura Mitchell
Dennis Vest
Robert Merrick
Tyler Payne

THE PLANNING COMMISSION WILL HOLD A REGULAR MEETING AT 7:30 PM ON TUESDAY, SEPTEMBER 10, 2024 AT THE CITY OFFICES.

Invocation/Thought – Commissioner Payne
Pledge of Allegiance – Commissioner Mitchell

1. Confirm Agenda.
2. Centerville Flex Condominium Plat.
3. Discussion on Planning Commission Priorities.
4. Approve Meeting Minutes from July 23rd, 2024.
5. Staff Reports.
6. Adjourn.

This agenda was posted on the State Public Notice website (Utah.gov/pmn), the city website (WBCity.org), and posted at City Hall on September 6th, by Remington Whiting, City Recorder.

MEMORANDUM

TO: Planning Commission

DATE: September 4, 2024

FROM: Duane Huffman, City Administrator

RE: **Centerville Flex Project**

This memo introduces the Centerville Flex Condominium plat for approval (please note that this is a light-industrial project, and condominium does not refer to any housing).

Background

In 2023, the city entered into an interlocal agreement with Centerville City for the land use approval process of the Centerville Flex Project which crosses city boundaries (see attached agreement). Per the agreement, Centerville City conducted the review process and granted approval according to applicable standards for the entire project.

Plat Recording

Despite the interlocal agreement, the Davis County Recorders Officer is requiring signatures from West Bountiful City on the final plat. Legal counsel has advised that regular planning commission and city council votes are the best was to authorize these signatures.

Because of the terms of the interlocal agreement, no changes to the plat are likely to be possible.

Recommended Motion

"Motion to approve the Centerville Flex Condominium Plat per the 2023 Interlocal Agreement (Centerville Flex Project) between West Bountiful City and Centerville City.

Attached:

1. 2023 Interlocal Agreement
2. Proposed Plat (as approved and executed by Centerville City)

INTERLOCAL COOPERATION AGREEMENT
[Centerville Flex Project]

THIS INTERLOCAL COOPERATION AGREEMENT ("**Agreement**"), dated Sept. 5, 2023 ("**Effective Date**"), is between Centerville City, a Utah municipal corporation ("**Centerville**"), and West Bountiful City, a Utah municipal corporation ("**West Bountiful**") (individually, a "**City**" and collectively, the "**Cities**"), with reference to the following:

A. Stokes Stevenson Centerville Flex, LLC ("**Developer**") owns and intends to develop an office warehousing project consisting of multiple buildings and related improvements on property that is partially located within Centerville at approximately 1250 West (Child Lane) 200 South, Centerville, Utah 84014 and partially located within West Bountiful at approximately 640 West 2300 North, West Bountiful, Utah 84087 ("**Flex Project**"), as more particularly described in attached **Exhibit A**.

B. The Utah Interlocal Cooperation Act, as more particularly set forth in Utah Code Ann. §§ 11-13-101, *et seq.*, as amended ("**Interlocal Cooperation Act**"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and, thereby, to provide services and facilities in a manner and under forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

C. In accordance with the terms and conditions of the Interlocal Cooperation Act, Centerville and West Bountiful have determined that it is necessary, desirable, and in the best interest of the public they serve, to enter into this Agreement for coordination of the multi-jurisdictional review, development, and operation of the Flex Project, including responsibilities for review and permitting; the allocation of taxes, fees, and revenues; and providing municipal services.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Cities agree as follows.

1. **Incorporation of Recitals**. The above Recitals are incorporated into and made a part of this Agreement.

2. **Initial Development Approval Process**. West Bountiful agrees to allow Centerville to review and approve all aspects of the initial permitting and development of the Flex Project as if the entire project was located in Centerville. Such review and approval of the Flex Project shall be based on compliance with applicable Centerville ordinances, rules, and regulations. All drawings and plans for public improvements within the Flex Project shall comply with the Centerville Standards and Specifications. Centerville has full authority to review and issue permits, licenses, and all other approvals for the initial development of the Flex Project, including those portions of the Flex Project located in West Bountiful, and all such approvals and entitlements issued by Centerville for portions of the Flex Project within West Bountiful will be binding and effective upon West Bountiful. For purposes of this Agreement, "initial development" of the Flex Project shall include the development and construction of all on-site and off-site

improvements associated with the project as set forth in the final subdivision and final site plan for the Flex Project as approved by Centerville City, including, but not limited to, the construction and installation of all public improvements, utility infrastructure and facilities, buildings, parking improvements, landscaping, etc. Any amendments to the subdivision or site plans approved for initial development shall be considered future development subject to Section 3, unless otherwise agreed to by the Parties.

3. **Future Development Permitting, Licensing, and Enforcement**. Following completion of the initial construction and development of the Flex Project, the Cities will allocate the authority and responsibility for any future development permitting, licensing, and enforcement within the Flex Project as follows:

(a) Centerville will be responsible for Proposed Buildings 1 and 3 and the associated real property, as depicted in **Exhibit B** (collectively, the "**Centerville Buildings**"); and

(b) West Bountiful will be responsible for Proposed Building 2 and the associated real property, as depicted in **Exhibit B** (collectively, the "**West Bountiful Building**").

(c) Staff from Centerville and West Bountiful are hereby directed to jointly prepare **Exhibit B** designating an artificial boundary line dividing the Flex Project property between Proposed Buildings 1 and 3 (Centerville Buildings) and Proposed Building 2 (West Bountiful Building) as the agreed upon property allocation between the Cities. Such artificial boundary line and property allocation shall be roughly proportionate to the existing real property percentage allocations and should take into consideration sufficient parking, landscaping, drive aisles, and other development improvements necessary for each building and/or portion of the Flex Project to function on its own.

4. **Permitted Uses**. Uses within the Flex Project shall be limited to permitted and conditional uses within the Centerville Industrial Very-High (I-VH) zone as set forth in the Centerville Zoning Code.

5. **Land Use Review.** As provided in Section 2, land use review and approval for all initial construction and development within the Flex Project will be conducted by Centerville in accordance with applicable Centerville land use ordinances, rules, and regulations. As the party responsible for land use review and approval, Centerville is entitled to retain all the fees associated with such land use review and approval process. Centerville will be entitled to retain any fines or fees associated with land use enforcement relative to the Centerville Buildings, and West Bountiful will be entitled to retain any fines or fees associated with land use enforcement relative to the West Bountiful Building.

6. **Building Permit Review**. Building permit review and approval for all initial construction and development within the Flex Project will be conducted by Centerville in accordance with applicable Centerville building codes, ordinances, rules, and regulations. As the party responsible for building permit review and approval, Centerville is entitled to retain all the fees associated with such building permit review and approval process. Centerville will be entitled to retain any fines or fees associated with building permit enforcement relative to the Centerville

Buildings, and West Bountiful will be entitled to retain any fines or fees associated with building permit enforcement relative to the West Bountiful Building.

7. **Business Licensing Review**. Business licensing review, approval, and enforcement for all businesses and uses within the Flex Project will be conducted by each City in accordance with its applicable business license codes, ordinances, rules, and regulations, according to the allocation of responsibility in Section 3. Each City is entitled to retain all fees and fines associated with its business licensing review, approval, and enforcement in accordance with this Agreement.

8. **Utility Services**. Utility services for the Flex Project will be provided by the service provider and otherwise in a manner set forth in attached **Exhibit C**. To the extent one of the Cities is responsible for providing utility services to the Flex Project, that City is entitled to the utility fees and assessments associated with those services and any fines or fees associated with enforcement. For utility services provided by a service provider other than one of the Cities, Developer will apply for and obtain those utility services in accordance with the third-party provider requirements.

9. **Other Services**. Other services for the Flex Project will be provided by the service provider and otherwise in the manner set forth in attached **Exhibit D**. To the extent one of the Cities is responsible for providing those services to the Flex Project, that City is entitled to the fees and assessments associated with those services and any fines or fees associated with enforcement. For services provided by a service provider other than one of the Cities, Developer will apply for and obtain those utility services in accordance with the third-party provider requirements.

10. **Impact Fees**. Centerville shall impose and obtain impact fees from the developer of the Flex Project for the entire project area in accordance with applicable Centerville impact fee ordinances and regulations. Centerville impact fees include storm drain impact fees and culinary water development impact fees. Centerville shall have the right to retain and use such impact fees collected from the developer in accordance with State law. West Bountiful shall impose and obtain street impact fees from the developer of the Flex Project for the portion of the project in West Bountiful in accordance with applicable West Bountiful impact fee ordinances and regulations. West Bountiful shall have the right to retain and use such impact fees collected from the developer in accordance with State law. The Flex Project shall also be subject to Fire/EMS impact fee as assessed by the South Davis Fire Agency.

11. **Taxes, Fees, and Revenue Sharing**. Unless otherwise allocated to one City in paragraphs 5 to 10 above, or otherwise provided herein, all taxes, fees, assessments, and any other municipal revenue for the Flex Project ("**Municipal Revenue**") will be paid to each City based on the allocation set forth in attached **Exhibit E**. The Municipal Revenue will be subject to any amounts owing under County and State law.

12. **Term**. This Agreement will become effective when the Cities have executed an original of this Agreement as required by law and will continue in effect for a period of 20 years, unless terminated earlier by mutual consent of the Cities. After the initial 20-year term, this Agreement shall automatically renew for additional five year terms, up to the statutory maximum of a term not to exceed 50 years. Pursuant to Utah Code Ann. §11-13-209, this Agreement does not take effect until it is filed with the keeper of records of each of the Cities.

13. **Boundary Adjustment**. The Cities may consider and pursue a municipal boundary line adjustment in the future to better address and/or eliminate the need for multi-jurisdictional authority regarding the Flex Project. Any such boundary line adjustment shall be pursued in accordance with applicable State law.

14. **Entire Agreement**. This Agreement contains the entire agreement and understanding of the Cities with respect to the subject matter hereof and supersedes any prior negotiations, promises, inducements, representations, or agreements pertaining to the subject matter hereof which are not set forth herein. The exhibits attached to this Agreement are incorporated into and made a part of this Agreement.

15. **Successors and Assigns**. This Agreement is binding upon and inures to the benefit of the Cities and their respective officers, employees, representatives, agents, successors, and assigns.

16. **Governing Law**. This Agreement is governed by and will be construed in accordance with the laws of the State of Utah.

17. **Notice**. All notices required or desired to be given pursuant to this Agreement must be in writing and will be deemed to have been provided on the date of personal service upon the City for whom intended or upon receipt if mailed, by certified mail, return receipt requested, postage prepaid, and addressed to the Cities at the following addresses. Either City may change its address for notice under this Agreement by giving written notice to the other City in accordance with the provisions of this paragraph.

For Centerville:

Centerville City
Attention: City Manager
250 North Main Street
Centerville, Utah 84014

For West Bountiful:

West Bountiful City
Attention: City Manager
550 North 800 West
West Bountiful, Utah 84087

18. **Governmental Immunity**. The Cities recognize and acknowledge that each City is covered by the Governmental Immunity Act of Utah, as set forth in Utah Code Ann. §§ 63G-7-101, *et seq.*, as amended, and nothing in this Agreement is intended to waive or modify any and all rights, defenses or provisions provided in the Act. Each City is responsible and will defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

19. **No Separate Legal Entity**. No separate legal entity is created by the terms of this Agreement. There will be no real or personal property acquired jointly by the Cities as a result of this Agreement.

20. **Joint Board**. To the extent this Agreement requires administration, it will be administered by the City Managers of the Cities acting as a joint board for that purpose.

21. **Third Parties**. This Agreement is not intended to benefit any person or entity not named as a party to this Agreement.

22. **Headings**. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

23. **Force Majeure**. Neither City will be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to acts of God, acts of the United States Government or the State of Utah, fires, floods, or other casualties or causes beyond the reasonable control and without the fault or negligence of the City obligated to perform hereunder. Each City will make every reasonable effort to keep delay in performance as a result of such a cause to a minimum.

24. **Amendment**. This Agreement may not be changed, modified, or supplemented except in writing signed by the Cities.

25. **Counterparts**. This Agreement may be executed in counterparts and delivered by electronic transmission.

26. **Approval**. This Agreement will be submitted to the authorized attorney for each City for review and approval as to form in accordance with applicable provisions of Utah Code Ann. § 11-13-202.5, as amended. This Agreement will be authorized and approved by resolution or ordinance of the legislative body of each City in accordance with Utah Code Ann. § 11-13-202.5, as amended, and a duly executed original counterpart of this Agreement will be filed with the keeper of records of each City in accordance with Utah Code Ann. § 11-13-209, as amended.

27. **Severability**. If any provision of this Agreement is determined by a court to be invalid or unenforceable, that determination will not affect any other provision, each of which will be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability will not affect any valid and enforceable application thereof, and each such provision will be deemed to be effective, operative, and entered into in the manner and to the full extent permitted by applicable law.

28. **Enforcement**. Centerville shall be responsible for enforcement of applicable Centerville land use, development, building, business licensing, and any other applicable ordinances, rules, or regulations for the Centerville Buildings. Such enforcement shall be conducted in accordance with applicable ordinances, rules, and regulations of Centerville. West Bountiful shall be responsible for enforcement of applicable West Bountiful land use, development, building, business licensing, and any other applicable ordinances, rules, or regulations for the West Bountiful Building. Such enforcement shall be conducted in accordance with applicable ordinances, rules, and regulations of West Bountiful.

[Signature page follows.]

THE CITIES have executed this Agreement individually or by and through their respective, duly authorized representatives as of the Effective Date.

WEST BOUNTIFUL:

WEST BOUNTIFUL CITY

By: _____
Mayor Kenneth Romney

ATTEST:

_____
Cathy Brightwell, City Recorder

Approved as to Form:

_____
Stephen B. Doxey, West Bountiful City Attorney

CENTERVILLE:

CENTERVILLE CITY

By: _____
Mayor Clark Wilkinson

ATTEST:

_____
Jennifer Robison, City Recorder

Approved as to Form:

_____
Lisa G. Romney, Centerville City Attorney

EXHIBIT A
TO
INTERLOCAL COOPERATION AGREEMENT

Flex Project Description and Depiction

PARCEL 1

BEGINNING AT A POINT WHICH IS NORTH 89°56'12" WEST ALONG THE SECTION LINE 859.98 FEET FROM THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH; AND RUNNING THENCE SOUTH 0°03'48" WEST 273.77 FEET; THENCE NORTH 89°56'12" WEST 326.64 FEET; THENCE NORTH 0°03'48" EAST 221.33 FEET; THENCE SOUTH 89°56'12" EAST 50.00 FEET; THENCE NORTH 0°03'48" EAST 174.70 FEET; THENCE NORTH 89°56'12" WEST 50.00 FEET; THENCE NORTH 0°03'48" EAST 297.50 FEET; THENCE SOUTH 89°56'12" EAST 326.64 FEET; THENCE SOUTH 0°03'48" WEST 419.76 FEET TO THE POINT OF BEGINNING.

PARCEL 2

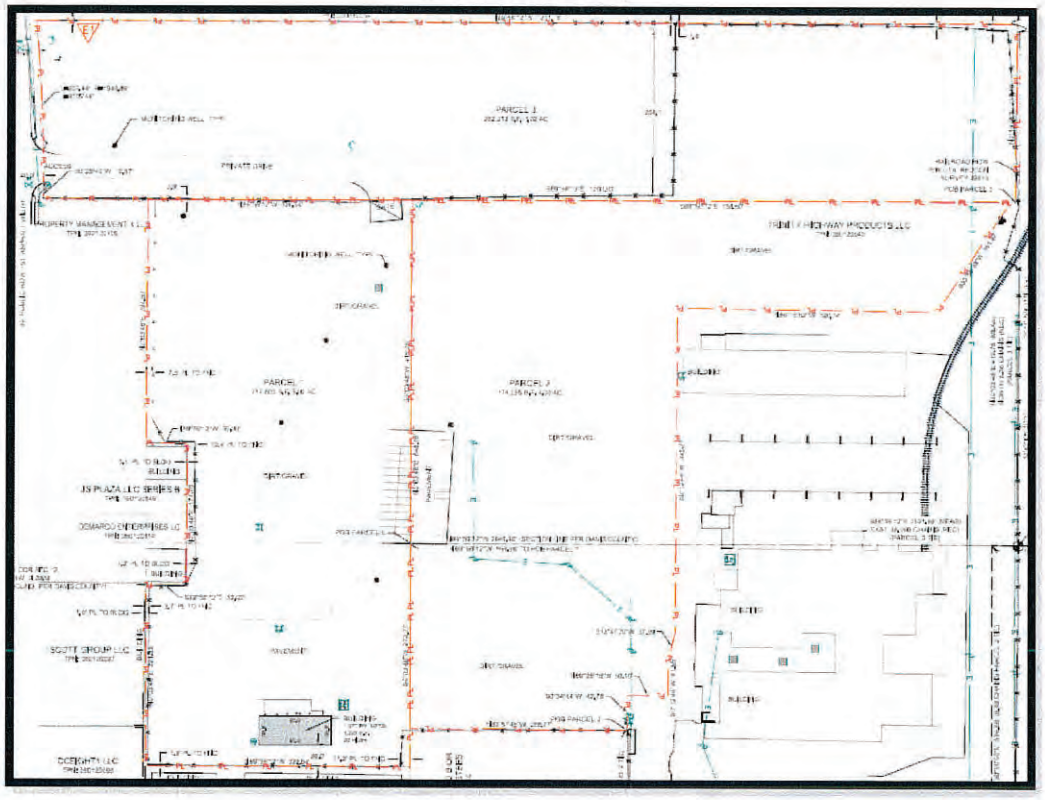
A parcel of land located in the Northeast quarter of Section 13 and the Southeast quarter of Section 12, Township 2 North, Range 1 West, Salt Lake Base and Meridian and is described as follows:

Beginning at a point which is 143.14 feet West and 8.48 chains South and 453.68 feet North 88°54'30" West along the Northerly right-of-way line of Porter Lane and 324.36 feet North 00°34'44" East along a fence line from the Northeast corner of said Section 13, and running thence: North 89°51'46" West 266.77 feet; thence North 00°03'48" East 646.76 feet; thence South 89°56'12" East 738.50 feet; thence South 33°58'38" West 161.97 feet; thence North 89°16'52" West 320.74 feet; thence South 00°12'44" West 395.27 feet; thence South 13°47'20" West 37.99 feet; thence South 00°12'44" West 41.85 feet; thence North 89°25'16" West 50.10 feet; thence South 00°34'44" West 42.78 feet to the point of beginning. Property contains 5.900 acres.

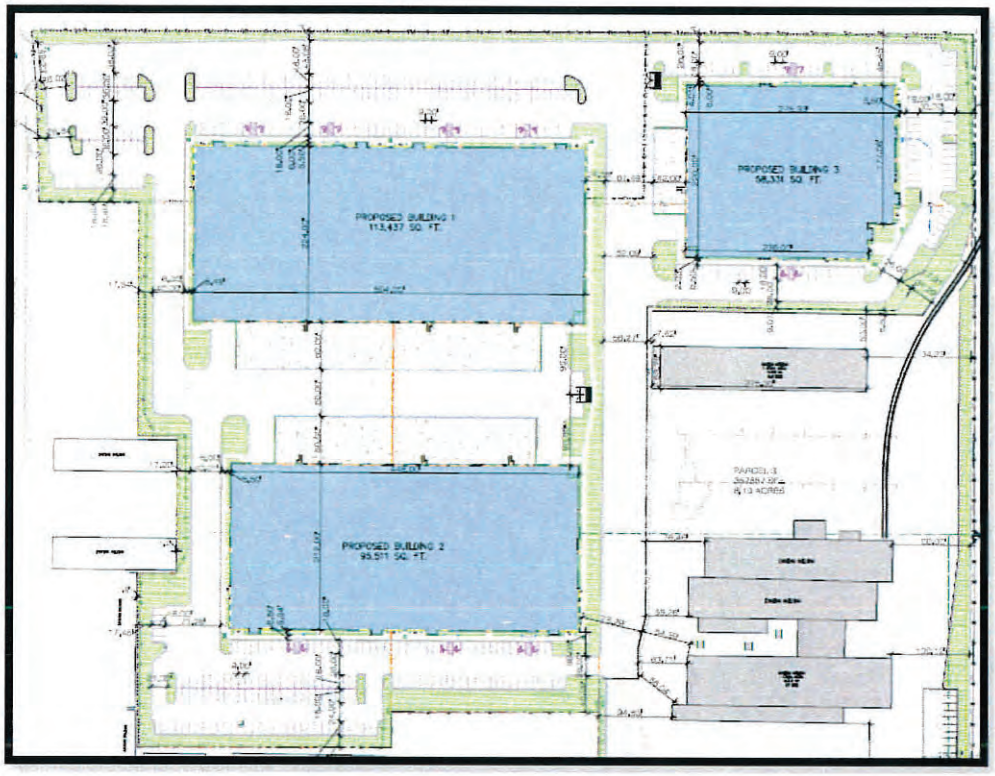
PARCEL 3

Beginning at a point South 89°56'12" East 2531.92 East along the section line (East 38.060 chains record) and North 00°03'48" East 419.76 feet (North 6.36 chains record) from the South Quarter Corner of Section 12, Township 2 North, Range 1 West, Salt Lake Base and Meridian (South line of the Southeast Quarter being South 89°56'12" East 2646.96 feet); and running thence North 00°13'08" East 217.78 feet (North 217.78 record); thence North 89°56'12" West 1211.16 feet (West 1205 feet record) to the East line of a Frontage Road and a point on a 1949.86 foot radius non tangent curve to the right, (radius bears South 84°19'56" West, Chord: South 02°37'12" East 207.34 feet); thence along said Frontage Road the following (2) courses: along the arc of said curve 207.44 feet through a central angle of 06°05'44", and South 00°25'40" West 10.67 feet; thence leaving said Frontage Road South 89°56'12" East 1200.93 feet (East 1199.74 feet record) to the point of beginning. Property contains 6.020 acres.

Current Survey



Proposed Site Plan



Existing Land Allocation

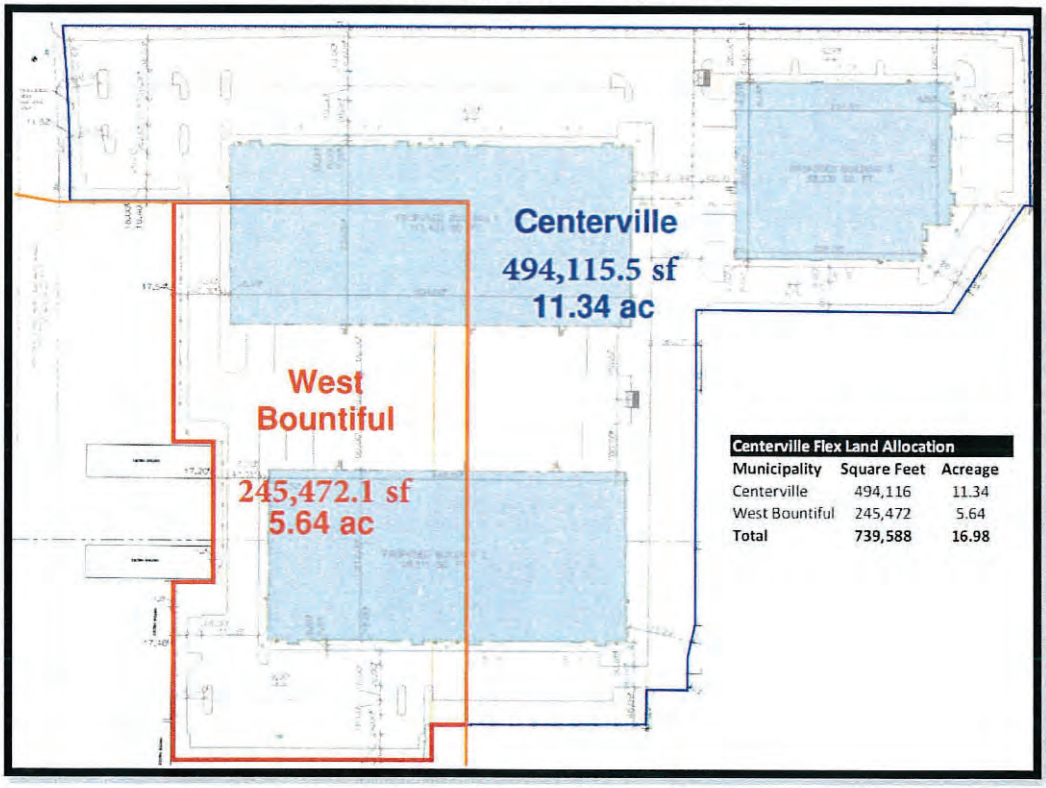
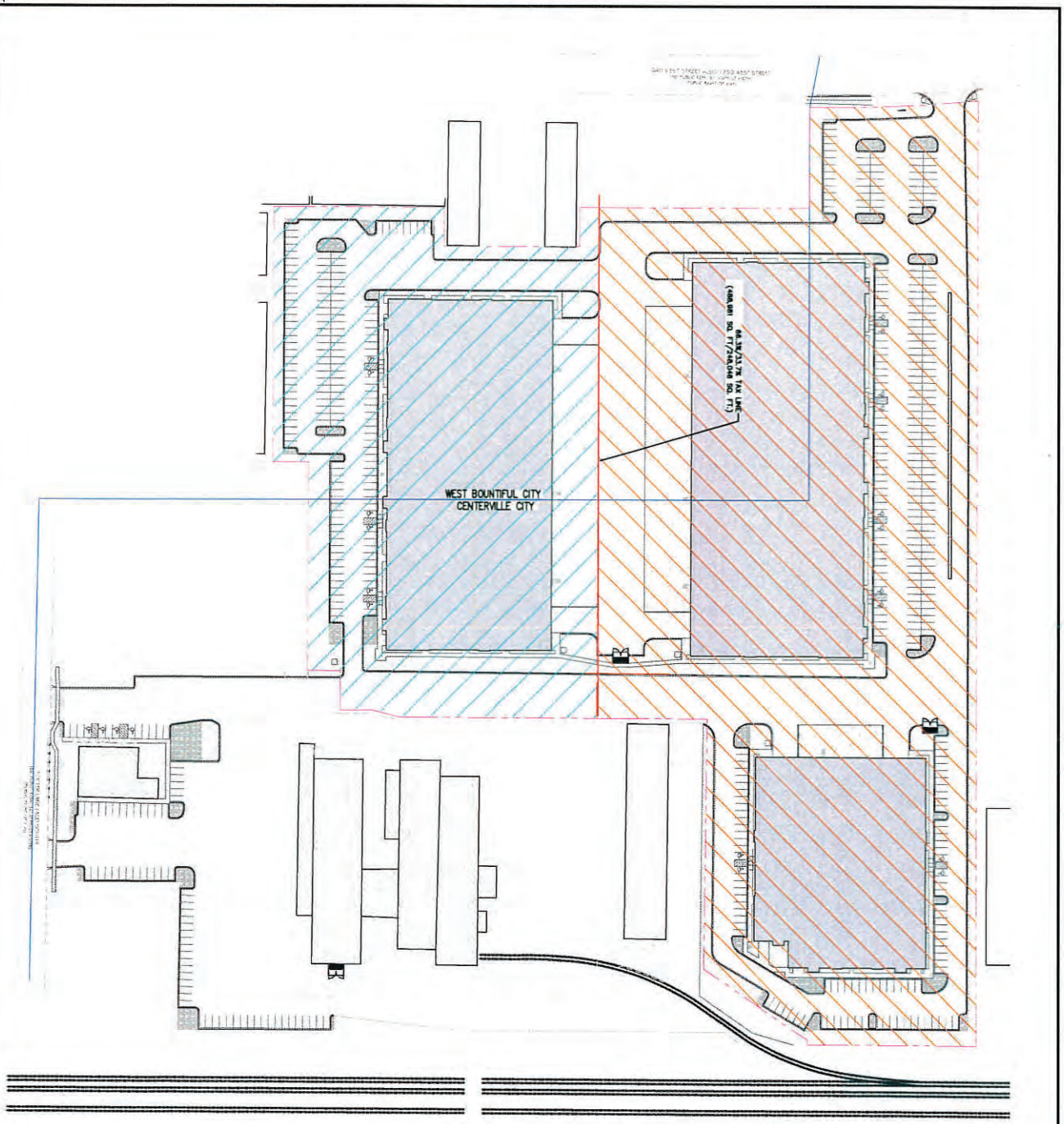


EXHIBIT B
TO
INTERLOCAL COOPERATION AGREEMENT

Property Allocation

Property Allocation



SHEET LEGEND

CURRENT CITY BOUNDARY LINE

PROPERTY LINE
(TOTAL AREA: 737,027 SQ. FT./16.92 ACRES)

AREA NORTH OF "TAX LINE"
488,857 SQ. FT./11.23 ACRES (66.3%)

AREA SOUTH OF "TAX LINE"
248,046 SQ. FT./5.69 ACRES (33.7%)

66.3%/33.7% TAX LINE
(488,991 SQ. FT/248,046 SQ. FT.)

Scale in Feet
0
150
300

N

SHEET NO. EXHCB	CENTERVILLE FLEX 1250 WEST 400 SOUTH, CENTERVILLE, UT 84014 EXHIBIT–CITY BOUNDARIES	CIR CIVIL ENGINEERING + SURVEYING 10718 SOUTH BECKSTEAD LANE, STE. 102 SOUTH JORDAN, UT 84095 – 801-949-5296

PROJECT ID: C22-025 | DATE: 09/05/23
FIELD CREW: PRELIMINARY | DESIGNED BY: TLH | DRAWN BY: TLH | CHECKED BY: TLH

NO.	REVISIONS	BY	DATE

DESIGNER: TLH | PROJECT ENGINEER: TLH

EXHIBIT C
TO
INTERLOCAL COOPERATION AGREEMENT

Utility Services Distribution

Service	Responsible Party
Culinary Water	Centerville City
Irrigation Water	Weber Basin Water Conservancy
Storm Drain	Centerville City
Sewer	South Davis Sewer
Gas	Dominion Energy
Electric	Rocky Mountain Power

EXHIBIT D
TO
INTERLOCAL COOPERATION AGREEMENT

Other Services Distribution

Service	Responsible Party
Addressing	Centerville for the Centerville Buildings; West Bountiful for the West Bountiful Building
Police	Centerville for the Centerville Buildings; West Bountiful for the West Bountiful Building
Fire & Emergency	South Davis Metro Fire

EXHIBIT E
TO
INTERLOCAL COOPERATION AGREEMENT

Future Taxes, Fees, and Service Revenue Sharing

Property Taxes

Property taxes shall be allocated to each City based on the amount of real property and building square footage of the Flex Project located within the Centerville Buildings and the West Bountiful Building. Such calculations and allocation shall be determined by the Davis County Assessor's Office.

Sales Taxes

Sales taxes generated by the Centerville Buildings in the Flex Project shall be allocated to Centerville. Sales taxes generated by the West Bountiful Building in the Flex Project shall be allocated to West Bountiful.

Enforcement Costs

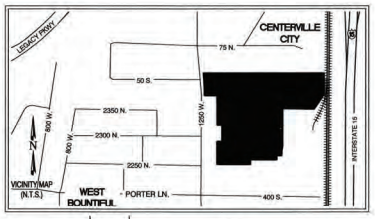
Centerville shall be entitled to collect and retain its enforcement costs associated with the Centerville Buildings. West Bountiful shall be entitled to collect and retain its enforcement costs associated with the West Bountiful Building.

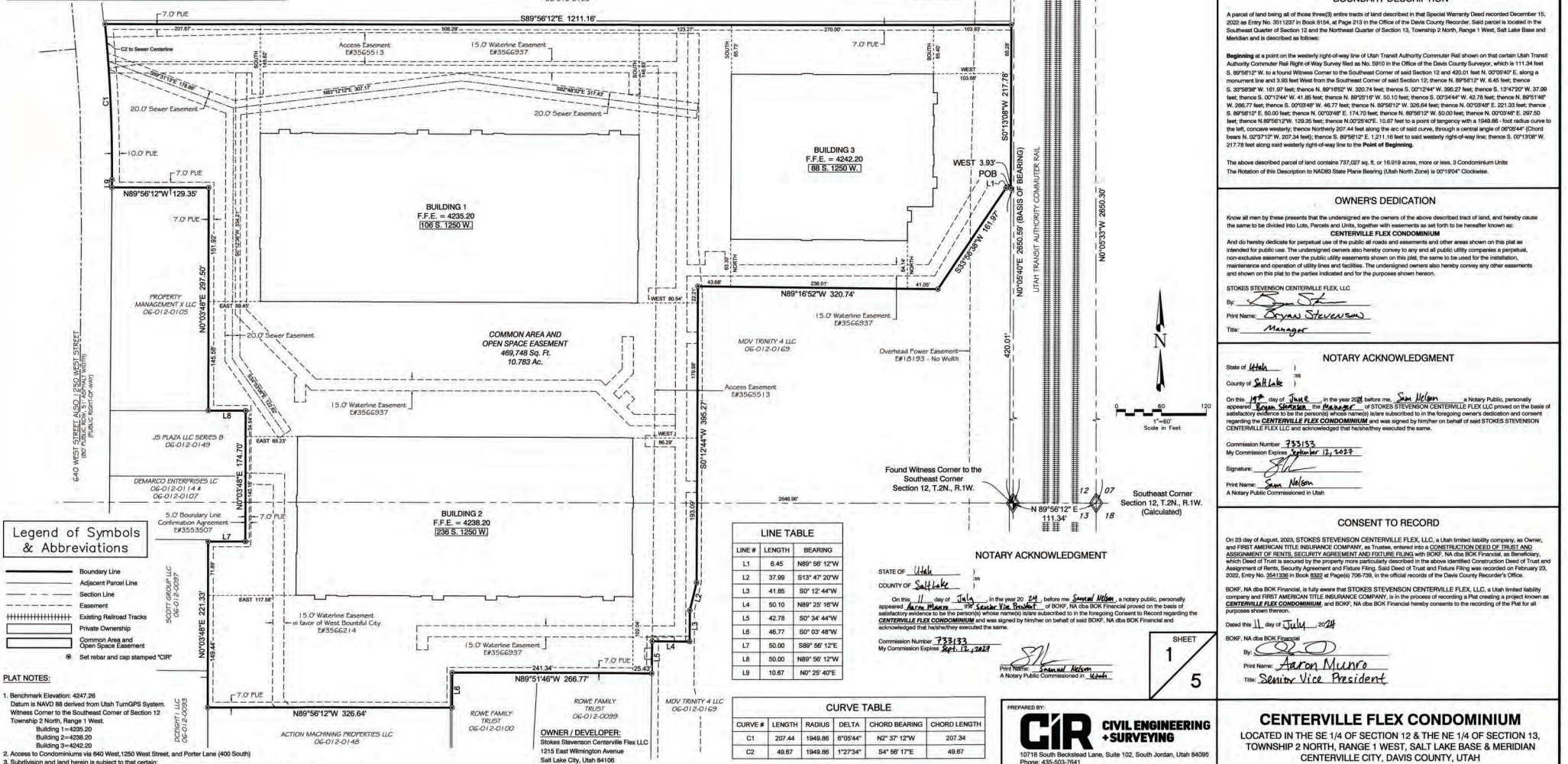
Additional Municipal Revenue

Any additional Municipal Revenue associated with the Centerville Buildings shall be allocated to Centerville, and any additional Municipal Revenue associated with the West Bountiful Building shall be allocated to West Bountiful.

CENTERVILLE FLEX CONDOMINIUM

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12 & THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN CENTERVILLE CITY, DAVIS COUNTY, UTAH





Legend of Symbols & Abbreviations

- Boundary Line
- Adjacent Parcel Line
- Section Line
- Easement
- Existing Railroad Tracks
- Private Ownership
- Common Area and Open Space Easement
- ◉ Set rebar and cap stamped "CIR"

PLAT NOTES:

1. Benchmark Elevation: 4247.26
   Datum is NAVD 88 derived from Utah TurnGPS System.
   Witness Corner to the Southeast Corner of Section 12 Township 2 North, Range 1 West.
   Building 1=4235.20
   Building 2=4238.20
   Building 3=4242.20
2. Access to Condominiums via 640 West,1250 West Street, and Porter Lane (400 South)
3. Subdivision and land herein is subject to that certain:
   - Infrastructure and Development Agreement between Centerville City and Stokes Stevenson Centerville Flex LLC recorded as Entry No. 3542043.
   - Storm Drain Easement Agreement recorded October 16, 2023 as Entry No. 3547644, Bk: 8359, at Page 1134
   - Easement in favor of Pioneer Electric Power Company recorded October 23, 1896 as Entry No. 7150 in Book "O", at Page 368 of Deeds.
4. All side and rear yard easements shown are typical 7' wide public utility easements (P.U.E.) unless otherwise noted.
5. Approval of this development plat by Centerville City does not constitute any representation as to the adequacy of sub-surface soil condition nor the location or depth of groundwater tables.
6. This Surveyor has re-traced and honored that survey filed as Record of Survey #8362 in the Office of the Davis County Surveyor.

LINE TABLE

LINE #	LENGTH	BEARING
L1	6.45	N89° 56' 12"W
L2	37.99	S13° 47' 20"W
L3	41.85	S0° 12' 44"W
L4	50.10	N89° 25' 16"W
L5	42.78	S0° 34' 44"W
L6	46.77	S0° 03' 48"W
L7	50.00	S89° 56' 12"E
L8	50.00	N89° 56' 12"W
L9	10.67	N0° 25' 40"E

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	207.44	1949.86	6°05'44"	N2° 37' 12"W	207.34
C2	49.67	1949.86	1°27'34"	S4° 56' 17"E	49.67

NOTARY ACKNOWLEDGMENT

STATE OF Utah)
:ss
COUNTY OF Salt Lake)

On this 11 day of July in the year 2024 before me Samuel Nelson a notary public, personally appeared Aaron Munro the Senior Vice President of BOKF, NA dba BOK Financial proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to in the foregoing Consent to Record regarding the ***CENTERVILLE FLEX CONDOMINIUM*** and was signed by him/her on behalf of said BOKF, NA dba BOK Financial and acknowledged that he/she/they executed the same.

Commission Number 733133
My Commission Expires Sept. 12, 2027

Print Name: Samuel Nelson
A Notary Public Commissioned in Utah

SHEET 1 / 5

PREPARED BY:
CIR CIVIL ENGINEERING + SURVEYING
10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095
Phone: 435-503-7641

SURVEYOR'S CERTIFICATE

I, BRIAN MITCHELL, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 5707871 in accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Licensing Act; I further certify that by authority of the owners I have made a survey of the tract of land in accordance with Section 17-23-17 and have verified all measurements and that the description describes the land known as ***CENTERVILLE FLEX CONDOMINIUM***. I further certify that this condominium plat is accurate and has been prepared in compliance with the provisions of the Utah Condominium Ownership Act, and that the same has been surveyed and staked on the ground as shown on this map, and that the building dimensions are or will be as shown on this plat.

Signed this 14th day of June, 2024

PROFESSIONAL LAND SURVEYOR — 05/16/2008 — BRIAN FAY MITCHELL — No. 5707871 — STATE OF UTAH

BOUNDARY DESCRIPTION

A parcel of land being all of those three(3) entire tracts of land described in that Special Warranty Deed recorded December 15, 2022 as Entry No. 3511237 in Book 8154, at Page 213 in the Office of the Davis County Recorder. Said parcel is located in the Southeast Quarter of Section 12 and the Northeast Quarter of Section 13, Township 2 North, Range 1 West, Salt Lake Base and Meridian and is described as follows:

Beginning at a point on the westerly right-of-way line of Utah Transit Authority Commuter Rail shown on that certain Utah Transit Authority Commuter Rail Right-of Way Survey filed as No. 5910 in the Office of the Davis County Surveyor, which is 111.34 feet S. 89°56'12" W. to a found Witness Corner to the Southeast Corner of said Section 12 and 420.01 feet N. 00°05'40" E. along a monument line and 3.93 feet West from the Southeast Corner of said Section 12; thence N. 89°56'12" W. 6.45 feet; thence S. 33°58'38" W. 161.97 feet; thence N. 89°16'52" W. 320.74 feet; thence S. 00°12'44" W. 395.27 feet; thence S. 13°47'20" W. 37.99 feet; thence S. 00°12'44" W. 41.85 feet; thence N. 89°25'16" W. 50.10 feet; thence S. 00°34'44" W. 42.78 feet; thence N. 89°51'46" W. 266.77 feet; thence S. 00°03'48" W. 46.77 feet; thence N. 89°56'12" W. 326.64 feet; thence N. 00°03'48" E. 221.33 feet; thence S. 89°56'12" E. 50.00 feet; thence N. 00°03'48" E. 174.70 feet; thence N. 89°56'12" W. 50.00 feet; thence N. 00°03'48" E. 297.50 feet; thence N.89°56'12"W. 129.35 feet; thence N.00°25'40"E. 10.67 feet to a point of tangency with a 1949.86 - foot radius curve to the left, concave westerly; thence Northerly 207.44 feet along the arc of said curve, through a central angle of 06°05'44" (Chord bears N. 02°37'12" W. 207.34 feet); thence S. 89°56'12" E. 1,211.16 feet to said westerly right-of-way line; thence S. 00°13'08" W. 217.78 feet along said westerly right-of-way line to the **Point of Beginning.**

The above described parcel of land contains 737,027 sq. ft. or 16.919 acres, more or less, 3 Condominium Units
The Rotation of this Description to NAD83 State Plane Bearing (Utah North Zone) is 00°19'04" Clockwise.

OWNER'S DEDICATION

Know all men by these presents that the undersigned are the owners of the above described tract of land, and hereby cause the same to be divided into Lots, Parcels and Units, together with easements as set forth to be hereafter known as:

CENTERVILLE FLEX CONDOMINIUM

And do hereby dedicate for perpetual use of the public all roads and easements and other areas shown on this plat as intended for public use. The undersigned owners also hereby convey to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owners also hereby convey any other easements and shown on this plat to the parties indicated and for the purposes shown hereon.

STOKES STEVENSON CENTERVILLE FLEX, LLC
By: Bryan Stevenson
Print Name: Bryan Stevenson
Title: Manager

NOTARY ACKNOWLEDGMENT

State of Utah)
:ss
County of Salt Lake)

On this 14th day of June in the year 2024 before me, Sam Nelson a Notary Public, personally appeared Bryan Stevenson the Manager of STOKES STEVENSON CENTERVILLE FLEX LLC proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to in the foregoing owner's dedication and consent regarding the ***CENTERVILLE FLEX CONDOMINIUM*** and was signed by him/her on behalf of said STOKES STEVENSON CENTERVILLE FLEX LLC and acknowledged that he/she/they executed the same.

Commission Number 733133
My Commission Expires September 12, 2027
Signature:
Print Name: Sam Nelson
A Notary Public Commissioned in Utah

CONSENT TO RECORD

On 23 day of August, 2023, STOKES STEVENSON CENTERVILLE FLEX, LLC, a Utah limited liability company, as Owner, and FIRST AMERICAN TITLE INSURANCE COMPANY, as Trustee, entered into a CONSTRUCTION DEED OF TRUST AND ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING with BOKF, NA dba BOK Financial, as Beneficiary, which Deed of Trust is secured by the property more particularly described in the above identified Construction Deed of Trust and Assignment of Rents, Security Agreement and Fixture Filing. Said Deed of Trust and Fixture Filing was recorded on February 23, 2022, Entry No. 3541336 in Book 8322 at Page(s) 706-739, in the official records of the Davis County Recorder's Office.

BOKF, NA dba BOK Financial, is fully aware that STOKES STEVENSON CENTERVILLE FLEX, LLC, a Utah limited liability company and FIRST AMERICAN TITLE INSURANCE COMPANY, is in the process of recording a Plat creating a project known as ***CENTERVILLE FLEX CONDOMINIUM***, and BOKF, NA dba BOK Financial hereby consents to the recording of the Plat for all purposes shown thereon.

Dated this 11 day of July, 2024

BOKF, NA dba BOK Financial
By:
Print Name: Aaron Munro
Title: Senior Vice President

CENTERVILLE FLEX CONDOMINIUM

LOCATED IN THE SE 1/4 OF SECTION 12 & THE NE 1/4 OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN CENTERVILLE CITY, DAVIS COUNTY, UTAH

SOUTH DAVIS SEWER DISTRICT

Approved and accepted by South Davis Sewer District on this 20 day of JUNE, 2024

Approved: Matthew Myers, General Manager

PLANNING COMMISSION

Recommended for acceptance this 14th day of Aug., 2024 by the Centerville City Planning Commission

Chairman, Planning Commission

CENTERVILLE CITY ENGINEER

Recommended for acceptance this 13 day of Aug, 2024

City Engineer

CITY ATTORNEY

Recommended for acceptance as to this form this 14 day of August, 2024

City Attorney

CITY COUNCIL APPROVAL

Presented to the Centerville City Council this 15 day of August, 2023 at which time this subdivision was approved and accepted.

Attest: City Recorder — Mayor

DAVIS COUNTY RECORDER

Recorded #
State of Utah, County of Davis. Recorded and filed at the request of

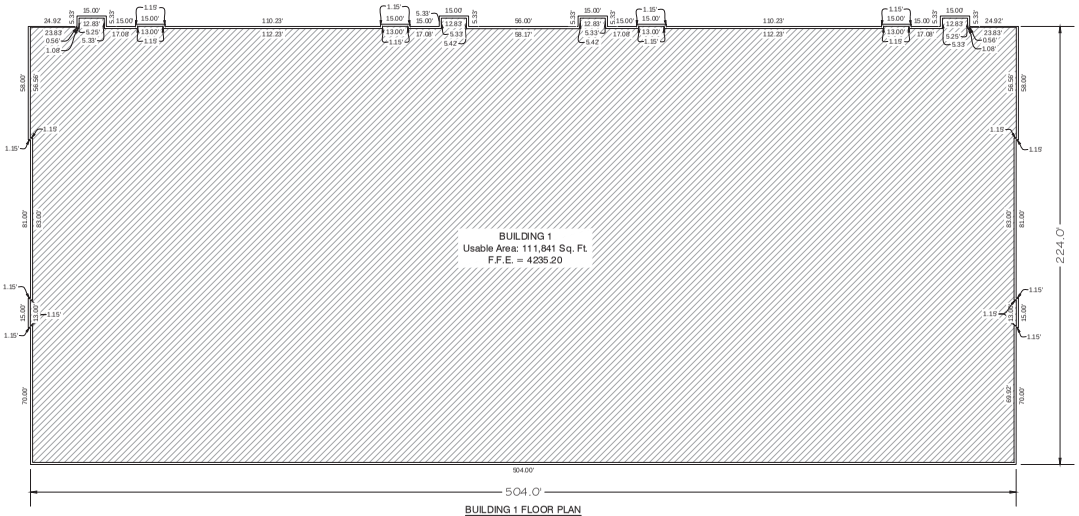
Date: Time: Book: Page:

Fee $ Davis County Recorder

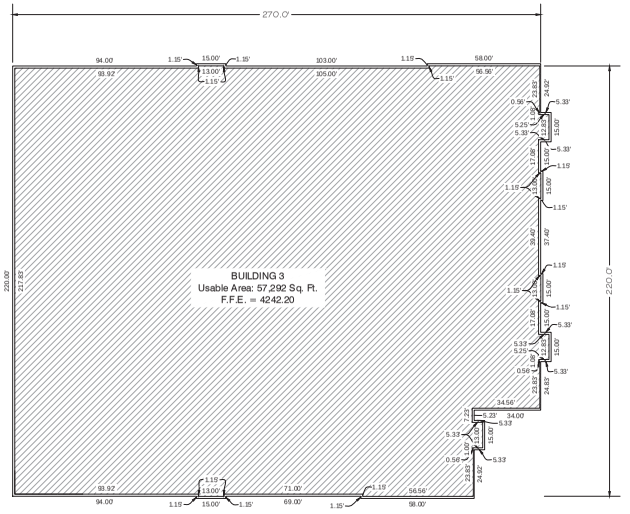
OWNER / DEVELOPER:
Stokes Stevenson Centerville Flex LLC
1215 East Wilmington Avenue
Salt Lake City, Utah 84106

CENTERVILLE FLEX CONDOMINIUM

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12 & THE NORTHEAST QUARTER OF SECTION 13,
TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH



BUILDING 1 FLOOR PLAN
Scale: 1" = 30'
(Building Reference Bearing: S. 89°47'59" E.)



BUILDING 3 FLOOR PLAN
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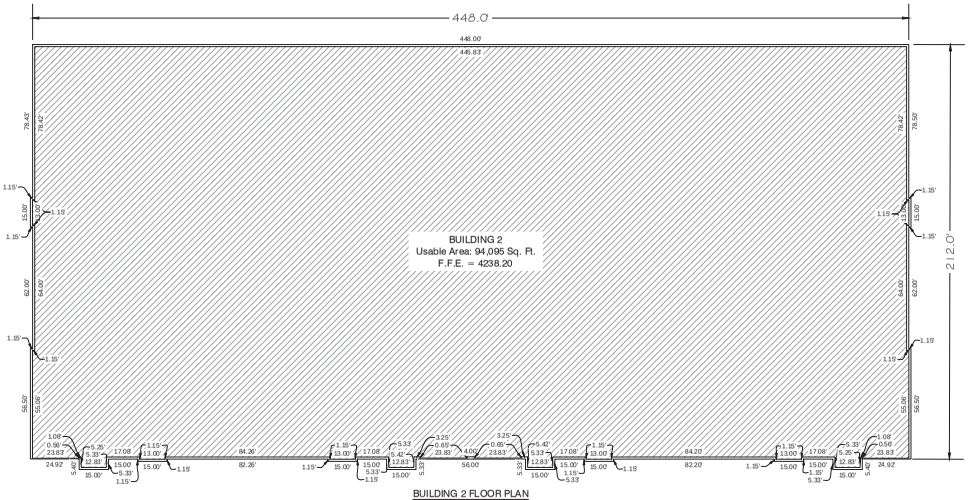
(Building Reference Bearing: S. 89°45'52" E.)



BUILDING 2 FLOOR PLAN
Scale: 1" = 30'
(Building Reference Bearing: S. 89°47'59" E.)

N

Legend of Symbols & Abbreviations

- Boundary Line
- Adjacent Parcel Line
- Section Line
- Easement
- Existing Railroad Tracks
- Private Ownership
- Common Area and Open Space Easement
- Set rebar and cap stamped "CIR"

SHEET 2 / 5

PLANNING COMMISSION

Recommended for acceptance this ___ day of _____, 20___
by the West Bountiful City Planning Commission

_____
Chairman, Planning Commission

WEST BOUNTIFUL CITY ENGINEER

Recommended for acceptance this ___ day of _____, 20___

_____
City Engineer

CITY ATTORNEY

Recommended for acceptance as to this form this ___ day of _____, 20___

_____
City Attorney

CITY COUNCIL APPROVAL

Presented to the West Bountiful City Council this ___ day of _____, 20___, at which time this subdivision was approved and accepted.

_____ _____
Attest: City Recorder Mayor

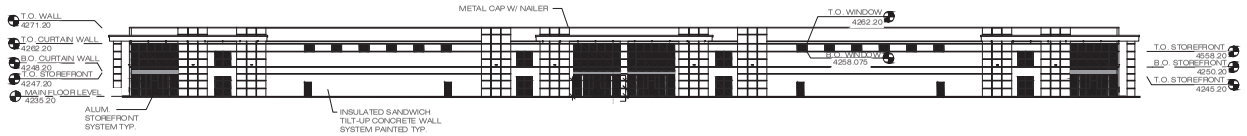
PREPARED BY:
CIR CIVIL ENGINEERING + SURVEYING
10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095
Phone: 435-503-7641

CENTERVILLE FLEX CONDOMINIUM
LOCATED IN THE SE 1/4 OF SECTION 12 & THE NE 1/4 OF SECTION 13,
TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH

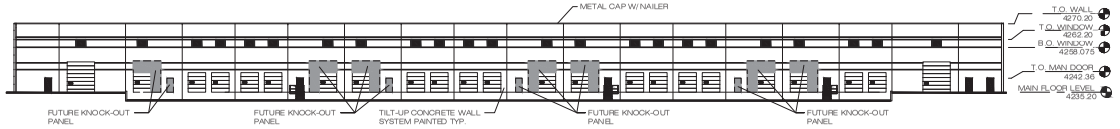
CENTERVILLE FLEX CONDOMINIUM

**LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12 & THE NORTHEAST QUARTER OF SECTION 13,
TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH**

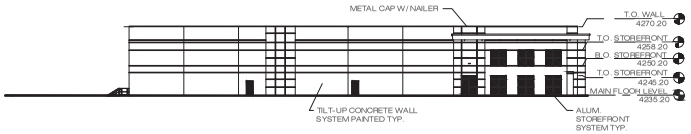
BUILDING 1



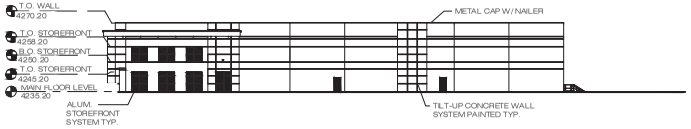
NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION

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CENTERVILLE FLEX CONDOMINIUM

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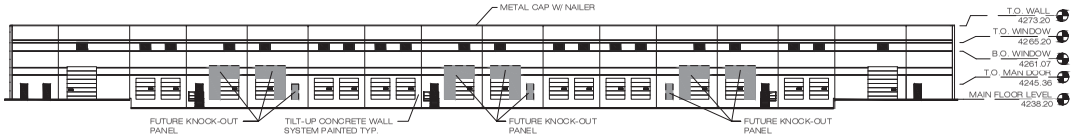
TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH**

BUILDING 2



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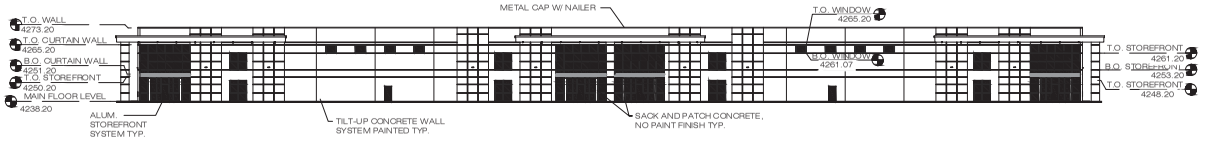

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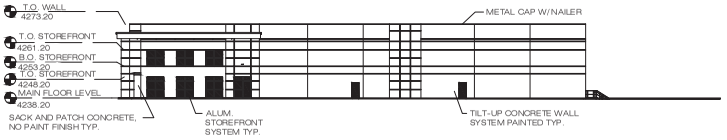

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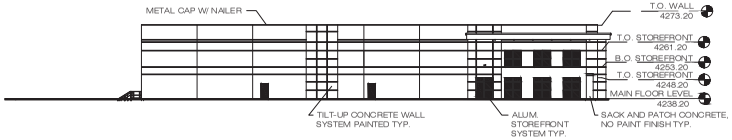

WEST ELEVATION

SHEET 4/5

PREPARED BY:
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10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095
Phone: 435-503-7641

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CENTERVILLE FLEX CONDOMINIUM

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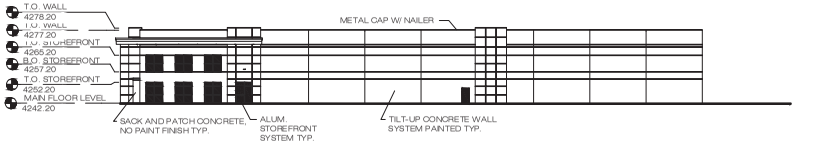
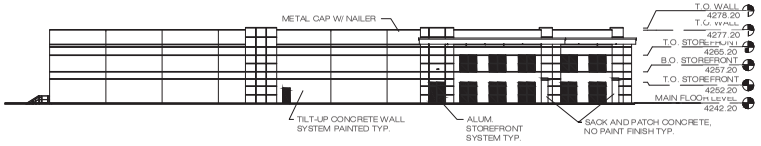
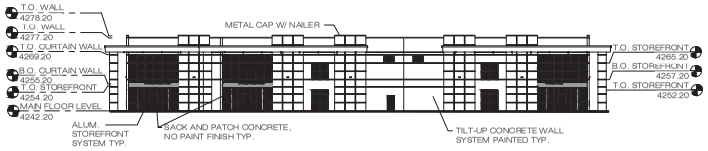
BUILDING 3



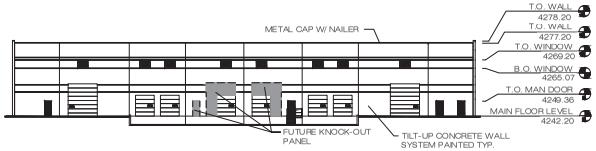
NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION

SHEET 5/5

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CENTERVILLE FLEX CONDOMINIUM

LOCATED IN THE SE 1/4 OF SECTION 12 & THE NE 1/4 OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN CENTERVILLE CITY, DAVIS COUNTY, UTAH

MEMORANDUM

TO: **Planning Commission**

DATE: **September 6, 2024**

FROM: **Remington Whiting**

RE: **Priority Discussion**

West Bountiful City Staff has undergone recent changes. With these changes, there is a need for discussion on what the West Bountiful Planning Commission would like to see on future agendas. Some of these items may include ordinances and/or code changes. This portion of the meeting will include prioritizing these items. Please come prepared with an idea of what the commission's priorities should be.

West Bountiful City **July 23, 2024**
Planning Commission Meeting

PENDING – NOT APPROVED

Posting of Agenda *- The agenda for this meeting was posted on the State of Utah Public Notice website, on the West Bountiful City website, and at city hall on July 19, 2024 per state statutory requirement.*

Minutes of the Planning Commission meeting of West Bountiful City held on Tuesday, July 23, 2024, at West Bountiful City Hall, Davis County, Utah.

Those in Attendance: *Robert Merrick, Kris Nilsen (city engineer), Dell Butterfield.*

MEMBERS ATTENDING: Chairman Alan Malan, Commissioners Corey Sweat, Dennis Vest, Laura Mitchell, Robert Merrick, Tyler Payne (Alternate) and Council member Dell Butterfield.

MEMBERS EXCUSED:

STAFF ATTENDING: Kris Nilsen (City Engineer), Addison Jenkins (Community Development), and Debbie McKean (Secretary).

PUBLIC ATTENDING: Matt Myers, Jeff Harwood, Melanie Vest, Brad Rasmusen

Prayer by Commissioner Sweat
Pledge of Allegiance- Commissioner Payne

The meeting was called to order at 7:30 pm by Chairman Malan.

1. Confirm Agenda

Chairman Malan reviewed the proposed agenda. Corey Sweat moved to approve the agenda adding item 2 a. to the agenda for motion on Request for Noncomplying Structure. Dennis Vest seconded the motion. Voting was unanimous in favor among all members present.

2. Public Hearing – Jeff Harwood Noncomplying Structure Addition Request

Commissioner packets included a memorandum dated July 23, 2024 from Addison Jenkins regarding a noncomplying structure addition request from Jeff Harwood with an attached letter from Mr. Harwood and applicable site plan.

Addison Jenkins explained that Jeff Harwood has submitted a building permit application to enlarge a structure on his property at 1128 Millbridge Lane. Because his property is a corner lot, the structure is "noncomplying as to height regulations." He is requesting that the planning commission permit an expansion as is allowed in WBC 17.56.030.

The house at 1128 Millbridge Lane was constructed in the year 2000 and sits on a 1.00-acre lot on the corner of Millbridge Lane and 1100 W. This corner lot fronts on to Millbridge Lane for roughly 300 feet making it very wide but shallow.

In 2003, a 1,298 square foot barn was constructed in the side yard to the east of the house, which was permitted under West Bountiful City code at the time.

In 2017, the city updated several portions of its zoning code including regulations about accessory structures in corner lot side yards for all residential zones. This code update only permits accessory structures up to 200 square feet in area and up to 9 feet in height in corner-lot side yards, making the existing 18-foot-tall structure noncomplying as to yard and heigh regulations.

Mr. Harwood has applied to expand his barn by building an addition that would extend another 54 feet east, roughly match the existing 36-foot depth, and be 14 feet tall. This is not permitted under the A-1 Yard and Height regulations. However, WBC 17.56.030 states that planning commission, after a public hearing, may issue a permit for the expansion of a structure noncomplying as to height, or yard regulations given that the commission finds the request meets certain criteria. The code also allows the planning commission to attach conditions to mitigate any detrimental effects of the requested change.

Action Taken:
Laura Mitchell Moved to open the public hearing at 7:37 p.m. to hear comments on the Noncomplying Structure Addition Request for Jeff Harwood. Corey Sweat seconded the motion and voting was unanimous in favor.

Public Comment- No Public Comment- Commissioners asked questions regarding the structure.

Action Taken:
Corey Sweat moved to close the public hearing at 7:39 p.m. Dennis Vest seconded the motion and voting was unanimous in favor.

2.a. Jeff Harwood Noncomplying Structure Addition Request

Action Taken:
Corey Sweat moved to approve the Non compliant structure for a permit for the addition to and Expansion of A Structure noncomplying as to Height Area, or Yard Regulations for Jeff Harwood at 1128 Millbridge Lane with the following findings and conditions: the proposed change will not be inconsistent with the purposes of this title or the policies expressed in the city's general plan; will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity of the nonconforming use or noncomplying structure; and in the case of an addition to or enlargement of a building or structure which is noncomplying as to a yard setback, that the addition or enlargement will not encroach into the yard setback farther than the noncomplying structure encroaches into the same yard setback. Laura Mitchell seconded the motion and voting was unanimous in favor.

3. Conditional Use Permit Application-South Davis Sewer District Expansion

Commissioners packet included a memorandum from City Staff dated July 23,2024 regarding Proposed Conditions for the South Davis Sewer District North Plant upgrade, located at 1800 W 1200 North.

Addison Jenkins explained that the South Davis Sewer District has applied for a conditional use permit to upgrade, replace, and expand facilities and processes at their wastewater treatment facility that now includes 12.666 acres of land annexed into West Bountiful on April 16, 2024. The plant upgrade will also include a new admin building near the intersection of 1200 North and the frontage road, North

Shoreland Drive. Primarily due to changes in the district's discharge permit, the plant is required to upgrade several processes.

In addition, some of the existing facilities have reached the end of their useful life and need to be replaced or upgraded. The SDSD is also proposing to relocate and expand their administrative building to allow better access for public meetings while restricting the public from the functional parts of the facility. There are two (2) single family residences within the site area that are owned by the SDSD and currently rented out to residents. The sewer district is in the process issuing bonds to fund the planned expansion and construction. The North Plant facility property is zoned as A-S, Agricultural Specialty, on which public uses are a Conditional Use.

Action Taken

Corey Sweat moved to approve the Proposed Conditions for the South Savis Sewer District North Plant Upgrade, located at 1800 West 1200 North with the following findings found int WBMC 17.60.040 The proposed use at the particular location is necessary or desirable to provide a service or facility that will contribute to the general well-being of the neighborhood and the community; the use will conform to the intent of the city's general plan; and with the following conditions imposed by the commission;

Dust, Sediment, Drainage

a. SDSD and their Contractors must maintain a Storm Water Pollution Prevention Plan (SWPPP) and associated Best Management Practices (BMP's) for the site during construction and post construction that address prevention and cleanup of dust and sediment control.

b. SDSD must confirm in writing and maintain in place plans and protocols that prevent plant operations from negatively impacting surrounding soil and water.

Noise

- ***SDSD must demonstrate that their upgraded and expanded facility, once completed, will not create significantly more noise than the existing facility.***

Buffering, Landscaping

- ***SDSD must submit a landscaping plan, subject to city approval, for the plant's frontage on Shoreland Drive.***
- ***The landscaping must create buffering and reduce the visual impact of the plant on persons residing, working, or recreating in the vicinity of Shoreland Drive.***
- ***The landscaping should be substantial enough and in harmony with the wetlands, pond, and undeveloped natural areas that surround the plant so that residents and visitors to the area may enjoy the natural beauty of the area as unencumbered as possible.***
- ***The landscaping plan must include plants and trees that will grow large enough to significantly obscure the plant from view, with preference for water-wise native trees and plants.***
- ***Landscaping will also assist in reducing light pollution and dispersing odors produced by the plant expansion. This landscaping must mitigate the detrimental effects of the proposed expansion on the health, safety, and general welfare of persons residing, working, and recreating in the vicinity, and injuries to properties in the vicinity, particularly current and future homes in the adjacent A-1 zoned areas.***

Lighting

a. SDSD must submit a lighting plan, subject to city approval. Any new lighting on the property must incorporate "down-lighting," or otherwise produce as minimal light pollution as possible for properties to the east.

b. Because many past and current light pollution complaints have come from Canyon Pipeline's operations on land the sewer district is not currently using, any future tenants on SDSD

property must receive a Conditional Use Permit from the Planning Commission prior to commencing operations.

Odors

a. ***SDSD will reimburse the city to execute an Odor Study with Jacobs Engineering to assess baseline and projected future odors at the plant. The study will include an Odor Analysis and an Odor Study Technical Report and is anticipated to be concluded in 120 days.***
b. ***Jacobs Engineering will perform the scope on a time-and-materials basis in accordance with the Professional Services Agreement, subject to the contract between them and the city. Upon completion of the study, SDSD will enter into an agreement with the city that will provide enforcement options in the event of future odor issues. This Odor Study, Technical Report, and subsequent Agreement are intended to ensure that any detrimental effects of the proposed expansion on the health, safety, and general welfare of persons residing, working, or recreating in the vicinity, and injuries to properties in the vicinity, particularly current and future homes in the adjacent A-1 zoned areas, are mitigated.***
c. ***The expansion may not exceed current baseline levels to the point that properties east of Legacy would be affected.***

Complaints

a. ***Must maintain the current complaint platform with a record log of complaints and responses to the complaints available for city review.***

Dennis Vest seconded the motion and voting was unanimous in favor.

4. Approve Meeting Minutes from June 11, 2024

Action Taken:

Laura Mitchell moved to approve the minutes from June 11, 2024. Corey Sweat seconded the motion and voting was unanimous in favor.

5. Staff Report

a. Engineering (Kris Nilsen)- excused for illness

b. Community Development (Addison Jenkins)

- Parade went well and was a success. All events at the park went well with record numbers of attendees.
- Addison will be leaving and moving to Pennsylvania to teach. Staff is currently in the process of hiring a part-time person to help Remington with city recording duties and other needed duties.
- Code Enforcement issues began at 63 issues and has been reduced to 37. The city is looking into how some of these issues can be handled. They are exploring the way Salt Lake City handles their process.
- Ted Bubert will be developing and sell property 3 acres of property in an “L” shape around his current residence on 800 West. He will need approval to make road cuts due to the moratorium on the road until the end of 2025. Preliminary Plat has been received and will be reviewed shortly.
- Timeline for the small play area to be replaced may consist of it being closed for the rest of the summer into the winter but opened in the spring. Tyler Payne requested from concern citizens that the project begin after school starts.

6. Adjourn

Action Taken:

Laura Mitchell moved to adjourn the regular session of the Planning Commission meeting at 8:16 pm. Corey Sweat seconded the motion. Voting was unanimous in favor.

. . . . . .

The foregoing was approved by the West Bountiful City Planning Commission, by unanimous vote of all members present.

_____