



**PLANNING COMMISSION MEETING
OF THE CITY OF CEDAR HILLS
Tuesday, May 27, 2025 6:00 p.m.**

Notice is hereby given that the Planning Commission of the City of Cedar Hills, Utah, will hold a **Planning Commission Meeting on Tuesday, May 27, 2025 beginning at 6:00 p.m.** at the Community Recreation Center, 10640 N Clubhouse Drive, Cedar Hills, Utah. This is a public meeting, and anyone is invited to attend.

PLANNING COMMISSION MEETING

1. Call to Order
2. Public Comment: Time has been set aside for the public to express their ideas, concerns, and comments (comments limited to 3 minutes per person with a total of 30 minutes for this item)

SCHEDULED ITEMS & PUBLIC HEARINGS

3. Approval of the minutes from the April 22, 2025 Planning Commission meeting
4. Review/Recommendation and Public Hearing on Preliminary/Final Lot Split plan for Lot 2 Plat B Rhinehart Land Subdivision (Shiny Shell/Valvoline)
5. Review/Recommendation and Public Hearing on Concept and Preliminary Plan approval for a Commercial Development at 4773 W Cedar Hills Drive, located in the Cedar Hills Retail Center Subdivision (Dutch Bros. Coffee)
6. Review/Recommendation and Public Hearing on amendments to City Code Title 10-4D-9 related to Building Height Requirements

ADJOURNMENT

7. Adjourn.

Posted this 14th day of May, 2025.

/s/ Colleen A. Mulvey, City Recorder

Supporting documentation for this agenda is posted on the city website at www.cedarhillsutah.gov.

In accordance with the Americans with Disabilities Act, the City of Cedar Hills will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at 801-785-9668 at least 48 hours in advance of the meeting to be held.

The order of agenda items may change to accommodate the needs of the Planning Commission, the staff, and the public. This meeting may be held electronically to permit one or more of the commission members or staff to participate.



PUBLIC MEETING AND PUBLIC HEARING ETIQUETTE

Please remember all public meetings and public hearings are recorded

- All comments **must** be recognized by the Chairperson and addressed through the microphone.
- Please do not approach the Council/Commission dais without permission from the Chairperson.
- When speaking to the Council / Planning Commission, please stand, speak slowly and clearly into the microphone, and state your name and address for the recorded record.
- Be respectful to others and refrain from disruptions during the meeting. Please refrain from conversation with others in the audience as the microphones are very sensitive and can pick up whispers in the back of the room.
- Keep comments constructive and not disruptive.
- Avoid verbal approval or dissatisfaction of the ongoing discussion (i.e., booing or applauding).
- Exhibits (photos, petitions, etc.) given to the City become the property of the City.
- Please silence all cellular phones, electronic devices or other noise making devices.
- Be considerate of others who wish to speak by limiting your comments to a reasonable length and avoiding repetition of what has already been said. Individuals may be limited to three minutes and group representatives may be limited to five minutes.
- Refrain from congregating near the doors or in the area outside the council room to talk as it can be very noisy and disruptive. If you must carry on conversation in this area, please be as quiet as possible. (The doors must remain open during a public meeting/hearing.)

Public Hearing v. Public Meeting:

If the agenda item is a **public hearing**, the public may participate during that time and may present opinions and evidence for the issue for which the hearing is being held. In a public hearing there may be some restrictions on participation such as time limits.

Anyone can observe a **public meeting**, but there is no right to speak or be heard there - the public participates in presenting opinions and evidence at the pleasure of the body conducting the meeting.



The City of Cedar Hills

TO:	Planning Commission
FROM:	Sarah Sampson
DATE:	May 27, 2025

SUBJECT:	Review/Recommendation and Public Hearing on Preliminary/Final lot split for Lot 2 Plat A, CH Shiny Shell Subdivision located in the SC-1 Commercial Zone.
APPLICANT PRESENTATION:	
STAFF PRESENTATION:	Sarah Sampson, Associate Planner
BACKGROUND AND FINDINGS: Overall Project Summary: This is an amendment and vacation of Rinehart Land Plat "B", Lot 2, granting two separate lots. Lot 1 will contain the current Shiny Shell Car Wash, with Lot 2 containing the current Valvoline Oil Change shop. An agreement has been proposed and will be in place for the shared access, parking, drainage and utilities easements.	
PREVIOUS LEGISLATIVE ACTION:	
FISCAL IMPACT: N/A	
SUPPORTING DOCUMENTS: Site plan, Declaration of access, parking, drainage, and utilities easements.	
RECOMMENDATION: Staff recommends that the Planning Commission approve the final plans, subject to any changes required for final approval and recommend to City Council.	
MOTION: To recommend/not recommend the preliminary/final plan approval for the lot split for Lot 2, Plat A, CH Shiny Shell Subdivision, located in the SC-1 Commercial Zone to the City Council for approval, subject to the following conditions: -Final engineering review {LIST ANY OTHER CONDITIONS NECESSARY FOR APPROVAL}	

WHEN RECORDED, MAIL TO:

**Shiny Shell – Cedar Hills, LLC
7588 S. Union Park Avenue
Midvale, UT 84047**

DECLARATION OF ACCESS, PARKING, DRAINAGE, AND UTILITIES EASEMENTS

This DECLARATION OF ACCESS, PARKING, DRAINAGE, AND UTILITIES EASEMENTS (this “**Declaration**”) is made and entered into as of the ____ day of _____ 2025 by Shiny Shell – Cedar Hills, LLC, a Utah limited liability company (“**Declarant**”).

RECITALS

A. Declarant is the owner of Lot 1 (“**Lot 1**”) and Lot 2 (“**Lot 2**”), [Plat “A”, CH Shiny Shell Subdivision], according to the official plat thereof on file and of record in the Utah County Recorder’s Office, Utah (the “**Plat**”), a copy of which is attached hereto as Exhibit A.

B. A tunnel car wash facility has been constructed on Lot 1, and an automotive oil and lube facility has been constructed on Lot 2. The footprints of such buildings (each a “**Building**” and collectively the “**Buildings**”) are shown on the Plat. The areas of the Lots that are located outside of the Buildings are referred to herein as the “**Exterior Areas**.”

C. Lot 1 and Lot 2 (each a “**Lot**” and collectively the “**Lots**”) resulted from the subdivision of Lot 2, Plat “B” Rhinehart Land Subdivision, which is benefited and burdened by that certain Access Road, Drainage and Utility Easement Agreement, dated July 15, 2021, and recorded in the Utah County Recorder’s Office on August 26, 2021, as Entry No. 149146:2021 (the “**Access Road Easement Agreement**”).

D. Declarant desires to establish easements over, under, and across the Exterior Areas for access, drainage, utilities, parking, and dumpster placement and use for the benefit of both Lots, as set forth below.

DECLARATION

1. Declaration of Access and Parking Easements. Declarant hereby creates and establishes for the benefit of the Lots, the owners of the respective Lots (together with Declarant, each an “**Owner**” and collectively the “**Owners**”), and the Owners’ respective employees, tenants, guests, customers, contractors, suppliers, licensees and other invitees (collectively “**Permittees**”) a perpetual nonexclusive easement and right of way of access, passage and use, both pedestrian and vehicular, on, over, upon and across those portions of the Exterior Areas that consist of curb cuts, driveways, and walkways (as to pedestrian use only) as of the date hereof and as modified from time to time in compliance with this Declaration (the “**Accessways**”) for

the purpose of obtaining ingress and egress to and from each Lot and the Access Road (as that term is defined in the Access Road Easement Agreement) and the public rights of way adjacent to the Lots, together with the right to use, for vehicular parking only, marked but non-designated parking spaces that are located upon the Lots from time to time; provided that (a) such easements and rights of way shall not extend or apply to any driveline used primarily for controlled access to a Building, and (b) areas on the Lots that are marked and used as bays for vacuuming and cleaning the interior of vehicles ("***Vacuum Bays***") shall not be deemed to be "parking spaces" for purposes of this Agreement and shall be reserved for the exclusive use of the Lot 1 Owner and its Permittees only. No Owner may modify the course or grade of any portion of the Accessways without the prior written consent of the other Owner, provided that consent for non-material changes shall not be unreasonably withheld, conditioned or delayed. Use of the Accessways shall be at the sole risk and hazard of the Owners and their Permittees, and no Owner shall have any liability for any liabilities, damages, judgments, costs, expenses, penalties, and/or injuries to persons or property caused by or arising out of (a) any entry by such person upon, the use of, or any work performed on the Accessways, or (b) the maintenance, repair and replacement of the Accessways, except to the extent caused by such Owner's gross negligence or willful misconduct. Each Owner, on behalf of itself and its Permittees, releases the other Owner and its Permittees from any and all claims relating to the condition or use of the Accessways other than the enforcement of this Declaration.

2. Declaration of Drainage Easement. Declarant has constructed a storm drainage system servicing the Lots for which surface water and storm water from each Lot drains, or may drain, into and through surface water drains, storm drain lines, pipes, catch basins and other facilities (collectively, "***Drainage Facilities***"). Declarant hereby creates and establishes for the benefit of the Lots a perpetual nonexclusive easement to drain and direct surface and storm water from each Lot into and through the Drainage Facilities. Each Owner shall have all other rights and benefits necessary or convenient for the full use and enjoyment of the easement established in this Section 2, including the right at all times to connect into and use the Drainage Facilities. No Owner may modify any Drainage Facilities without the prior written consent of the other Owner, which consent for changes shall not be unreasonably withheld, conditioned or delayed. No such modification, however, may in any event unreasonably interfere with the other Owner's use of the Drainage Facilities.

3. Declaration of Utilities Easement. Electrical, natural gas, water, sanitary sewer, and other utilities servicing the Lots have been constructed within the Exterior Areas and connected to the Buildings and other improvements on the Lots (the "***Utilities***"). Declarant hereby creates and establishes for the benefit of the Lots a perpetual nonexclusive easement to maintain, replace, connect to, and use the Utilities. Each Owner shall have all other rights and benefits necessary or convenient for the full use and enjoyment of the easement established in this Section 3. If any modification of any shared connection to the Utilities shall affect the other Owner, an Owner may not modify such shared connections to the Utilities without the prior written consent of the other Owner, which consent shall not be unreasonably withheld, conditioned or delayed. No such modification, however, may in any event unreasonably interfere with the other Owner's use of the Utilities.

4. Dumpster. Declarant hereby creates and establishes for the benefit of Lot 1 and its Owner and Permittees a perpetual nonexclusive easement upon and over the area in the

northeastern corner of Lot 2 upon which the dumpster enclosure serving both Lots is located, together with a right of way of access, passage and use, both pedestrian and vehicular, on, over, upon and across the Accessways for the purpose of maintaining, replacing, and using such dumpster enclosure and the dumpster from time to time placed therein (the “*Dumpster*”). Each Owner shall have all other rights and benefits necessary or convenient for the full use and enjoyment of the easement established in this Section 4. The use of the Dumpster shall be limited to disposal of refuse from the operations of the businesses on the respective Lots, and the Owners shall bear the costs of placing, replacing, servicing, and emptying the Dumpster in accordance with the Owners’ Proportionate Shares (as defined below).

5. Reservation of Rights. Declarant, on behalf of itself and each subsequent Owner, reserves the right for itself and others to use such portions of the Lot owned by such Owner as it determines appropriate, consistent with the easements created herein; provided that no Owner or Permittee shall cause or allow any barrier, structure, or other impediment to the use of the easements created herein to be constructed or placed upon or within Exterior Areas in a manner that materially interferes with the use of the easements created herein. The easements created herein shall be used by the Owners and Permittees with due regard to the rights of others.

6. Maintenance; Payment of Maintenance Costs.

6.1 The Owners shall retain the responsibility of maintaining, repairing and replacing the portions of the Accessways, parking areas, and the Drainage Facilities situated on their respective Lots in a good and safe condition and repair, reasonably free and clear from obstruction, debris, hazard, and nuisance and in accordance with all applicable laws and regulations; provided, however, that any damage specifically caused by an Owner or a Permittee of an Owner, normal wear and tear excepted, shall be repaired by such Owner, at such Owner’s cost. For purposes of clarity, the maintenance, repair and replacement obligations of the Accessways and parking areas shall include: (a) maintaining and repairing the surface of such areas; (b) removing all trash, debris and other refuse from and periodically sweeping such areas to the extent necessary to maintain the same in a clean, safe and orderly condition; (c) maintaining striping and signage as needed; (d) arranging for prompt removal of snow, ice, and other weather-related hazards; and (e) performing any and all such other duties, whether specifically listed herein or not, as are necessary to maintain the Accessways and parking areas in a clean, safe and orderly condition. Promptly after the maintenance, repair or replacement of the Accessways, parking areas, or Drainage Facilities as described herein, the Owner performing such work shall cause the Accessways, parking areas, and Drainage Facilities to be restored to a substantially similar or better condition than existed immediately prior to the performance of such work.

6.2 Each Owner shall retain the responsibility of maintaining, repairing and replacing any Utilities used to service such Owner’s Lot; provided, however, that any damage specifically caused by an Owner or a Permittee of an Owner shall be repaired by such Owner, at such Owner’s cost. Promptly after the maintenance, repair or replacement of any Utilities as described herein, the Owner performing such work shall cause the Utilities to be restored to a substantially similar or better condition than existed immediately prior to the performance of such work.

6.3 Except with respect to damage specifically caused by an Owner or a Permittee of an Owner as set forth above: (a) the costs incurred to maintain, repair, and replace the Accessways, the parking areas, the Drainage Facilities, the shared Utilities, and the Dumpster enclosure shall be borne seventy-five percent (75%) by the Owner of Lot 1 and twenty-five percent (25%) by the Owner of Lot 2 (the “***Owners’ Proportionate Shares***”); and (b) the costs to maintain, repair, and replace any of the Utilities that serve only one Lot shall be borne by the Owner of such Lot. Upon incurring an expense to be shared by the other Owner, the Owner incurring such expense shall submit an invoice to the other Owner for such Owner’s share of such expense, together with reasonable documentation explaining and supporting the work performed and the invoiced amount. The other Owner shall pay its share of such costs within thirty (30) days after receiving the invoice therefor and the supporting documentation. Any payment that is not received when due shall incur interest at the rate of twelve percent (12%) per annum until paid.

7. Access Road Easement Agreement. Each Owner, by acquiring ownership of or any interest in any Lot, acknowledges and agrees that such Owner is bound by and shall perform its obligations under the Access Road Easement Agreement. As between the Owners, if any amount is charged pursuant to the Access Road Easement Agreement to the Owners as the owners of “Lot 2,” as defined in the Access Road Easement Agreement, excluding any amount that is charged to a specific Owner as the result of damage caused by (or other action taken by) such Owner or such Owner’s Permittee, such amount shall be borne by the Owners in accordance with the Owners’ Proportionate Shares.

8. Compliance with Laws. The Owners agree to comply with all present or future laws, ordinances, orders, judgments, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, agency affecting their respective Lots, including any building, zoning and land use laws, to the extent related to the construction, use or maintenance of the Accessways, the Drainage Facilities, and the Utilities.

9. Indemnification. Each Owner agrees to indemnify, save, defend (with counsel reasonably acceptable to the Indemnified Party (as defined below)) and hold harmless each other Owner, and any affiliate of such other Owner, and its and their officers, directors, employees, managers, members, agents and servants (collectively, the “***Indemnified Party***”) from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage that may be incurred by the such Indemnified Party as a result of any action of the indemnifying Owner or its Permittees to the extent caused by or arising out of, either directly or indirectly, any action of the indemnifying Owner or its Permittees upon, the use of, or any work performed on the Accessways, the parking areas, the Drainage Facilities, the Utilities, and the Dumpster enclosure, except to the extent caused by the Indemnified Party’s negligence, willful misconduct, or breach of this Declaration. Notwithstanding the foregoing, each Owner, on behalf of itself and its Permittees, hereby releases any such claims to the extent covered by insurance of any Owner. Nothing in this section is intended to limit the release provided in Section 1.

10. Duration. The easements and each covenant and restriction set forth in this Declaration shall be perpetual.

11. Covenants Run with Land. Each right and obligation in this Declaration (whether affirmative or negative in nature) (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold or other interest in any portion of a Lot; and (c) shall benefit and be binding upon any person whose title is acquired by conveyance, judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Every person who owns, occupies or acquires any right, title, estate or interest in any portion of a Lot shall be conclusively deemed to have consented and agreed to the obligations and restrictions contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in such Lot.

12. Third-Party Beneficiaries. This Declaration is not intended, nor shall it be construed, to create any third-party beneficiary rights in or for the benefit of any person who is not an Owner, including any tenants of the Owners, except as otherwise expressly provided to the contrary in this Declaration.

13. Miscellaneous.

13.1 Should any Owner default in any of the covenants or restrictions herein contained, such defaulting Owner shall pay all costs and expenses, including reasonable attorney fees, which may arise or accrue from enforcing this Declaration or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise. This obligation of the defaulting Owner to pay costs and expenses includes all costs and expenses, including reasonable attorney fees, incurred on appeal and in bankruptcy proceedings.

13.2 Subject to Section 13.4, below, in the event of a default by an Owner hereunder, the non-defaulting Owner shall have the right to prosecute any proceedings at law or in equity against the defaulting Owner, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation of any of the terms, covenants, or conditions of this Declaration, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. Subject to Section 13.4, below, all of the remedies permitted or available to an Owner under this Declaration or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

13.3 No waiver by any Owner of any default under this Declaration shall be effective or binding on such Owner unless made in writing by such Owner, and no such waiver shall be implied from any omission by an Owner to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of this Declaration shall not be deemed to be a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this Declaration.

13.4 It is expressly agreed that no breach of or event of default under this Declaration shall: (a) entitle any Owner to cancel, rescind, or otherwise terminate this Declaration; or (b) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of a Lot. This limitation shall not affect in any manner any other rights or remedies that an Owner may have hereunder by reason of any such breach or default.

13.5 As used in this Declaration, words in any gender are deemed to include the other genders. The singular is deemed to include the plural and vice versa, as the context may require. The headings in this Declaration are included solely for convenience of reference and shall not be construed as limiting or in any other way modifying the text of the Declaration. Use of the word "including" and its derivatives shall mean "including but not limited to", "including without limitation", or words of similar import.

13.6 This Declaration shall apply to, inure to the benefit of and bind each Owner and all successors and assigns of each Owner's interest in such Owner's Lot or any portion thereof. The rights and obligations conferred or imposed upon an Owners pursuant to this Declaration shall not be transferred or assigned to any other person, including a tenant of any Owner, except together with the transfer or conveyance of such Owner's respective Lot subject to the easements and the terms and conditions of this Declaration. Any Owner transferring its interest in such Owner's Lot shall be released from all further obligations under this Declaration arising from and after the effective date of such transfer or conveyance. Nothing contained herein shall, however, be construed to release any Owner from obligations accruing prior to the date of such transfer or conveyance, including obligations relating to any maintenance or repairs performed prior to such transfer. Nothing contained in this Declaration shall be deemed a gift or dedication of any portion of the Lots to the general public or for the public, or for any public purpose.

13.7 Without limiting the Access Road Easement Agreement, this Declaration contains the entire agreement of the Owners with respect to the subject matter hereof.

13.8 Upon execution, this Declaration, and any amendment hereto, any Owner may cause the Declaration and/or amendment to be recorded in the Official Records of the Recorder's Office of Utah County, Utah. No amendment of this Declaration shall be effective unless such amendment has been executed and acknowledged by the Owners of both Lots, and further provided that any such amendment is recorded in the Official Records of the Recorder's Office of Utah County, Utah.

13.9 All notices, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, made, delivered or served, if in writing, addressed to the Owner of record of the applicable Lot or its registered agent, and (a) delivered by any means if actually received; (b) delivered personally; or (c) sent by registered, certified mail, or receipted overnight service (by a reputable overnight company), postage prepaid addressed to such Owner at the address of the Building located on the applicable Lot.

13.10 The easements shall be and remain at all times senior and superior in title and priority to any mortgage, deed of trust or similar lien at any time encumbering any of the Lots.

13.11 This Declaration may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document, with the same effect as if all parties had signed the same signature page. Any signature page of this Declaration may be detached from any counterpart of this Declaration and reattached to any other counterpart hereof.

[Remainder of page intentionally left blank. Signature page follows immediately.]

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Access, Parking, Drainage, and Utilities Easements the day and year first above written.

SHINY SHELL – CEDAR HILLS, LLC

By: _____
Jared Richards, Manager

By: NAJO Management, Inc., Manager

By: _____
Andrew Bybee, President

STATE OF UTAH)
 :SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2025 by Jared Richards, a manager of Shiny Shell – Cedar Hills, LLC, who acknowledged to me that the foregoing instrument was executed on behalf of said limited liability company in the capacity indicated.

NOTARY PUBLIC

STATE OF UTAH)
 :SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2025 by Andrew Bybee, the president of NAJO Management, Inc., which is a manager of Shiny Shell – Cedar Hills, LLC, who acknowledged to me that the foregoing instrument was executed on behalf of said limited liability company in the capacity indicated.

NOTARY PUBLIC

EXHIBIT A

THE PLAT



The City of Cedar Hills

TO:	Planning Commission
FROM:	Sarah Sampson
DATE:	May 27, 2025

SUBJECT:	Review/Recommendation and Public Hearing on Concept and Preliminary plan approval for a Commercial development at 4773 W Cedar Hills Drive, located in the Cedar Hills Retail Center Subdivision (Dutch Bros. Coffee)
APPLICANT PRESENTATION:	
STAFF PRESENTATION:	Sarah Sampson, Associate Planner

BACKGROUND AND FINDINGS:

Overall Project Summary:

The Cedar Hills Retail Center project is a new commercial development located at North County Blvd. and Cedar Hills Drive in Cedar Hills, Utah. The project consists of a 1265 SF retail building that will house a drive-thru tenant, Dutch Bro's Coffee, The site is zoned SC-1 (Shopping Center)

Site Details:

Total lot area: 33458 SF (0.77 ac)

Building area (including trash): 1265 SF (3.5% of lot)

Hard surface/impervious area: 20,706 SF (57.4% of lot)

Landscape area: 10, 063 SF (27.9% of lot)

Drive-Thru:

The project will be accessible from Eastbound Cedar Hills Drive, 10040 North and 4700 West. The drive-thru is designed to accommodate up to 16 vehicles with stacking.

Building and Architecture:

Dutch Bros Coffee building will be constructed with a variety of high-quality building materials and painted with simple, bold colors. Vertical and horizontal façade breaks, building massing, and modulation have all been incorporated into the design of the building. Canopy awnings are provided over all entrances and service doors, including a large 300-square-foot canopy over the customer walk-up service window providing weather protection for the proposed patio area with outdoor seating.

Landscaping:

Landscaped area totals 10,063 SF (30% of project area)
various plantings and irrigation infrastructure

Site Utilities and Stormwater Management:

This project includes comprehensive utility planning, including a shared stormwater management system with the North tenant.

New water service connections, sanitary sewer system with grease trap and sewer cleanout StormTech system will be shared with the North lot tenant

Required storage: 3,471 cu. Ft.

Provided Storage: 4,122 cu. Ft.

Lighting: No plan submitted at this time.

This comprehensive development project is designed to comply with all local standards and requirements while providing an attractive retail space with efficient traffic flow and suitable amenities.

PREVIOUS LEGISLATIVE ACTION:

N/A

FISCAL IMPACT:

N/A

SUPPORTING DOCUMENTS:

Civil plans, landscape plan, Geotech report, traffic studies from similar locations, drainage conformance letter, Project narrative, TSSD pretreatment survey, Arch. Design review package.

RECOMMENDATION:

Staff recommends that the Planning Commission approve the concept/preliminary plan, subject to any changes required for final approval and recommend to City Council.

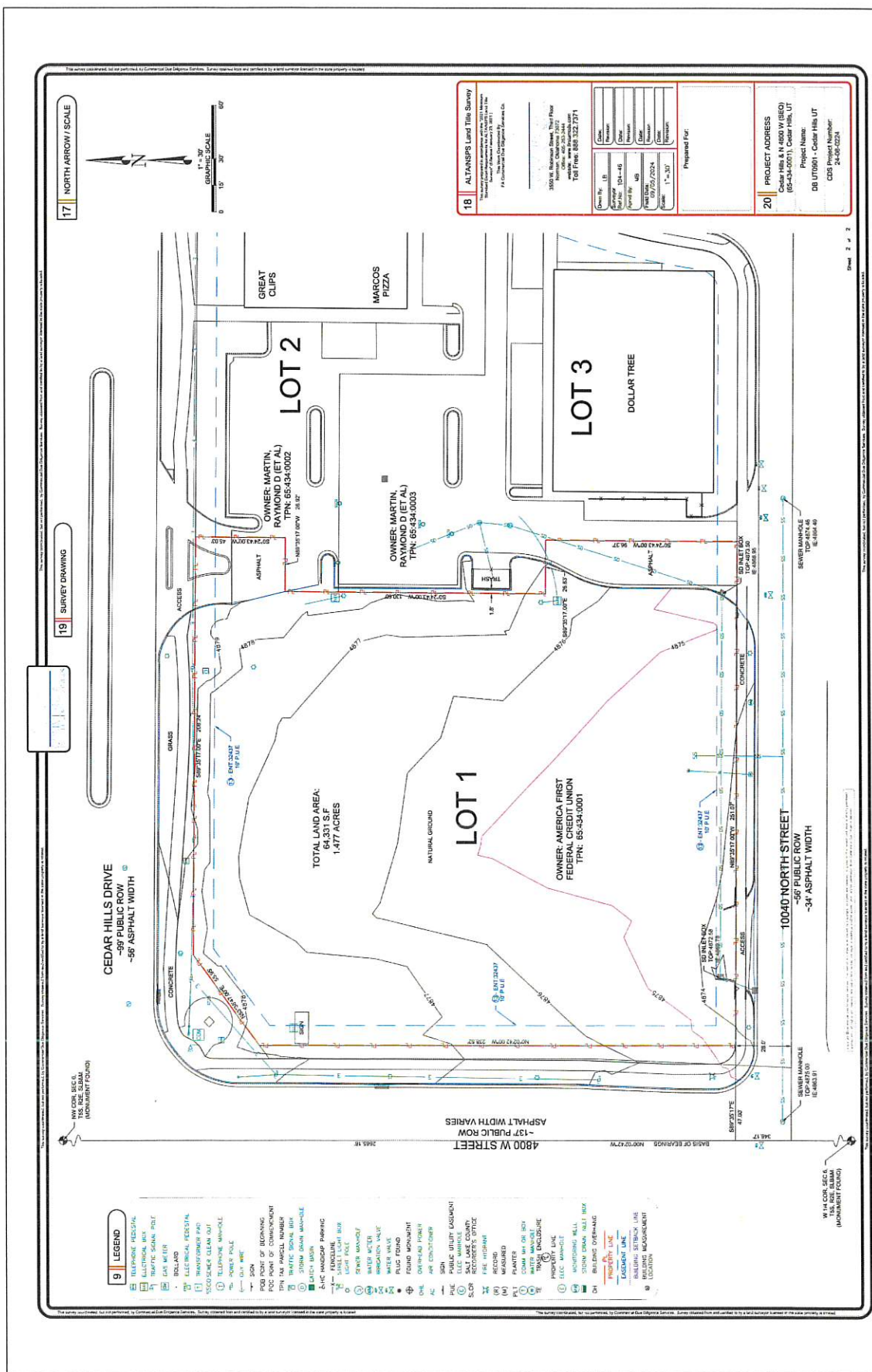
MOTION:

To recommend/not recommend the approval for a Commercial development at 4773 W Cedar Hills Drive, located in the Cedar Hills Retail Center Subdivision (Dutch Bros. Coffee) , subject to the following conditions:

- Final engineering review
- Lighting Plan submittal and approval
- Zoning approval

{LIST ANY OTHER CONDITIONS NECESSARY FOR APPROVAL}

DUTCH BROS COFFEE UT0901
4773 W. CEDAR HILLS DR., CEDAR HILLS, UT



FOR REFERENCE ONLY



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Designed	EVU	
Drawn	EVU	
Checked	ATU	N/A
Approved	ATU	Vertical
Date	03/13/20	N/A

Barghausen Consulting Engineers, LLC.
18215 72nd Avenue South
Kent, WA 98032
425.251.6222
barghausen.com

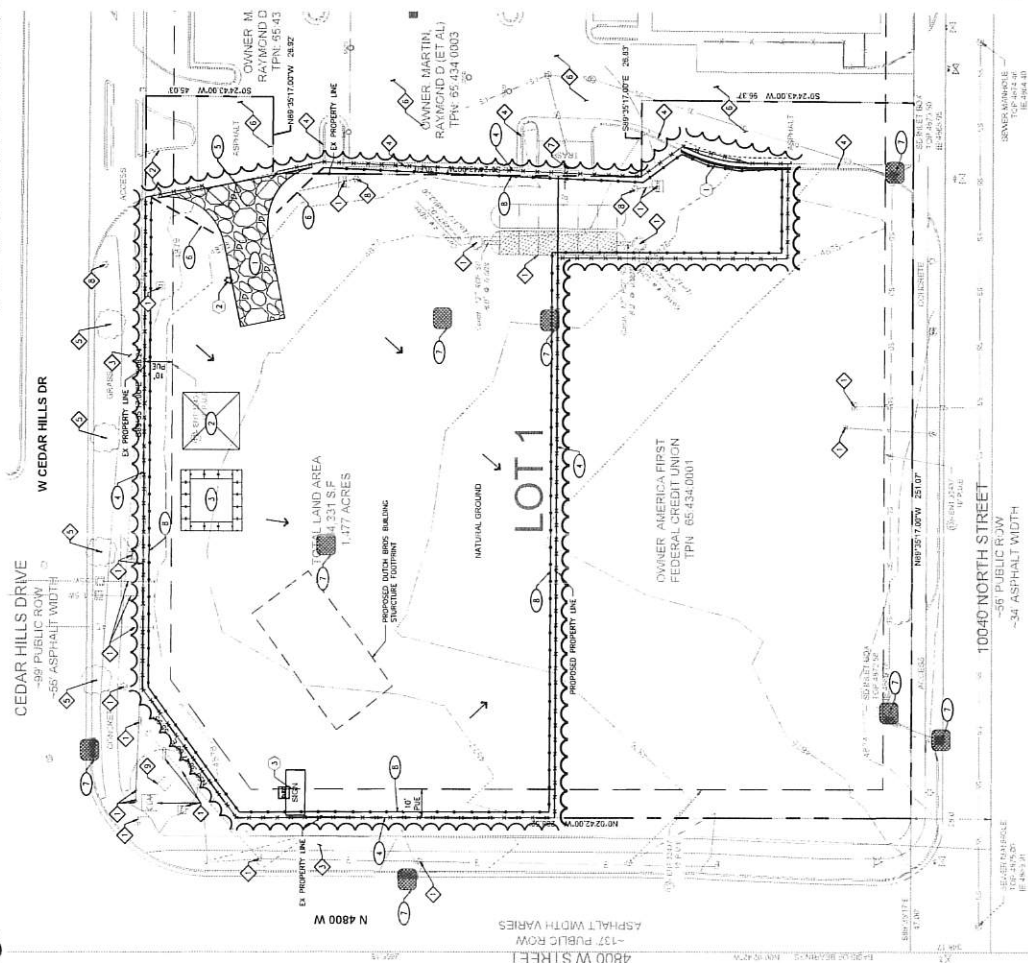


23689
Sheet
C1.2



below.
before you dig.

DUTCH BROS COFFEE UT0901
4773 W. CEDAR HILLS DR., CEDAR HILLS, UT



TEMPORARY WORK EASEMENT NOTE

CONTRACTOR TO OBTAIN TEMPORARY WORK LEASEMENT DOCUMENTATION AND COORDINATE WITH
APPLICANT, EMPLOYER ETC. CHAIRMAN. NAME, PHONE NO., CITY, CIVIL ENGINEER, ADDRESS

UTILITY CONFLICT NOTE

THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE LOCATION, DEPTH, AND TYPE OF ALL EXISTING UTILITIES PRIOR TO THE CONSTRUCTION OF THESE PLANS. PRIOR TO THE CONSTRUCTION OF THESE PLANS, THE CONTRACTOR SHALL LOCATE AND SURVEY THE HORIZONTAL AND VERTICAL LOCATION PRIOR TO THE CONSTRUCTION. THIS SHALL INCLUDE UTILITY LOCATE AT 811 AND THEN MARKING THE UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL OF THE EXISTING UTILITIES AT LOCATIONS OF NEW UTILITY CROSSINGS TO PROTECT WHETHER OR NOT CONFLICTS EXIST. LOCATIONS OF SMALL UTILITIES AS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION. IN THE EVENT OF ANY CONFLICTS, THE CONTRACTOR SHALL NOTIFY MANAGEMENT CONSULTING ENGINEERS, INC. TO RESOLVE ALL PROBLEMS PRIOR TO PROCEEDING WITH CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL OF THE EXISTING UTILITIES AT LOCATIONS OF NEW UTILITY CROSSINGS TO PROTECT WHETHER OR NOT CONFLICTS EXIST. LOCATIONS OF SMALL UTILITIES AS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION. IN THE EVENT OF ANY CONFLICTS, THE CONTRACTOR SHALL NOTIFY MANAGEMENT CONSULTING ENGINEERS, INC. TO RESOLVE ALL PROBLEMS PRIOR TO PROCEEDING WITH CONSTRUCTION.

UTILITY COORDINATION NOTE

UTILITY COORDINATION NOTE
THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES PRIOR TO PERFORMING ANY DEMOLITION ACTIVITIES TO ENSURE PROPER PROTECTION AND DISCONNECTION PROCEDURES ARE IN PLACE.

UTILITY PROTECTION NOTE:

APPROXIMATE LOCATION OF EXISTING GAS SERVICE IS SHOWN ON THESE PLANS. CONTRACTOR SHALL COORDINATE WITH PURVEYOR AND USE EXTREME CAUTION WHEN EXCAVATING ON-SITE. EXISTING GAS AND POWER SERVICE LOCATIONS ARE CONFIRMED. CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION. CONTRACTOR TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION OF ANY AND ALL DISTURBING ACTIVITIES.

WET WEATHER NOTE:

STRAW MULCH, SOIL BINDER, OR EROSION CONTROL BLANKETS/WATS SHALL BE USED IN UNLIGNMENT WITH HYDROSEEDING DURING THE WET SEASON FOR THE TEMPORARY PROTECTION OF DISTURBED SOIL. HYDROSEEDING MAY BE USED ALONE ONLY IF THERE IS SUFFICIENT TIME

STREET CLEANING NOTE:

ALL LOOSE SOIL AND DEBRIS SHALL BE REMOVED FROM THE ACCESS DRIVE UPON STARTING OPERATIONS AND DAILY THEREAFTER OR AS DIRECTED BY THE INSPECTOR. THE SITE SHALL BE MAINTAINED SO AS TO MINIMIZE SETTLEMENT LATER RUNOFF TO ANY STORM DRAIN SYSTEM.

INLET PROTECTION NOTE

GENERAL CONTRACTOR SHALL PROVIDE INLET PROTECTION AT ALL EXISTING AND PROPOSED CATCH BASINS AS NECESSARY TO PREVENT SALT-LOADED WATER FROM ENTERING STORM DRAINAGE SYSTEM. COORDINATE PLACEMENT WITH PROPERTY OWNERS AND AS DIRECTED BY CITY INSPECTOR. SEE DETAIL ON

EXPOSED SOILS NOTE

TO A RAIN EVENT, OR IF ANY AREA WILL NOT BE ACTIVELY WORKED ON WITHIN 14 DAYS, ALL DISTURBED OR EXPOSED SOILS SHALL BE PROTECTED, AT A MINIMUM, WITH STRAW MULCH AND TACKIFIER APPLICATION. APPLY TACKIFIER ON STRAW MULCH TO HOLD MULCH IN PLACE. THIS IS A MINIMUM REQUIREMENT ONLY. CONTRACTOR RESPONSIBLE FOR DETERMINING AND INSTALLING THE APPROPRIATE LEVEL OF EROSION AND SEDIMENT CONTROL.

EROSION AND SEDIMENT CONTROL NOTES:

- [illegible]

EROSION CONTROL NOTES:

1. INITIAL TEMPORARY STABILIZED CONSTRUCTION ENTRANCE PER ROW DEPARTMENT OF TRANSPORTATION (LOOT) STATE DOT ON SHEET C-14, ADJUST AS NECESSARY DURING CONSTRUCTION.
2. INITIAL TEMPORARY STABILIZED CONSTRUCTION ENTRANCE PER ROW DEPARTMENT OF TRANSPORTATION (LOOT) STATE DOT ON SHEET C-14, ADJUST AS NECESSARY DURING CONSTRUCTION.
3. INITIAL TEMPORARY STABILIZED CONSTRUCTION ENTRANCE PER ROW DEPARTMENT OF TRANSPORTATION (LOOT) STATE DOT ON SHEET C-14, ADJUST AS NECESSARY DURING CONSTRUCTION.
4. INITIAL TEMPORARY STABILIZED CONSTRUCTION ENTRANCE PER ROW DEPARTMENT OF TRANSPORTATION (LOOT) STATE DOT ON SHEET C-14, ADJUST AS NECESSARY DURING CONSTRUCTION.
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10. INITIAL TEMPORARY STABILIZED CONSTRUCTION ENTRANCE PER ROW DEPARTMENT OF TRANSPORTATION (LOOT) STATE DOT ON SHEET C-14, ADJUST AS NECESSARY DURING CONSTRUCTION.

STORMWATER QUALITY CONTROL NOTES:

- [illegible]

TEMPORARY DUST CONTROL MEASURES:

- THE CONTRACTOR SHALL MAINTAIN A SUFFICIENT NUMBER OF WATER TRUCKS AT THE SITE AND SPRAY THE GRAZED SITE WITH WATER AS REQUIRED TO CONTROL DUST.
- THE CONTRACTOR SHALL CONDUCT ALL OPERATIONS SO THAT EXCAVATION, EMBANKMENT, AND IMPORTED MATERIAL IS SPRINKLED WITH WATER DURING GRADING OPERATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DUST CONTROL DURING CONSTRUCTION AND SHALL FOLLOW THE CONSTRUCTION METHODS ESTABLISHED BY THE CITY OF CLEAR RIVER AND UTAH DEPARTMENT OF TRANSPORTATION (UDOT).

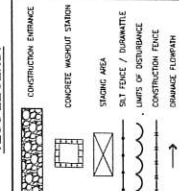
MP MAINTENANCE NOTES:

- TEMPORARY GROUND COVER SHALL BE PLANTED ON A TILL TACKLER SPREAD OVER EXPOSED AREAS NOT BEING WORKED ON FOR 14 DAYS.
- TEMPORARY EROSION CONTROLS SHOULD NOT BE REMOVED BEFORE PERMANENT EROSION CONTROLS ARE IN-PLACE AND ESTABLISHED.
- ALL MEASURES TO CONTROL EROSION AND OTHER POLLUTANTS SHALL BE IN PLACE BEFORE ANY SAFETY MOVING OPERATIONS ARE INITIATED.
- TEMPORARY EROSION CONTROL MEASURES SHALL BE CHECKED AND UPDATED, AS NEEDED, AT THE END OF EACH WORK WEEK AND IMMEDIATELY FOLLOWING EACH RAIN EVENT.

INSPECTION AND MAINTENANCE:

- THE CONTRACTOR SHALL RESPECT AND CLAM BARRIED DURING AND AFTER EACH STORM AND REMOVE SEDIMENT FROM RUNNING DRAVEL AND BUILT STRUCTURE AFTER EACH STORM. ANY SEDIMENT AND DRAVEL SHALL BE IMMEDIATELY REMOVED FROM THE TRAVELED WAY OF ROAD. THE REMOVED SEDIMENT SHALL BE PLACED WHERE IT CANNOT ENTER A STORM DRAIN, STREAM, OR BE TRANSPORTED OFF SITE. IF THE CHANNELS CLOGGED WITH SEDIMENT, IT MUST BE REMOVED FROM THE INLET AND/OR REPLACED WITH NEW GRAVEL. IT IS UNDERSTOOD THAT SEDIMENT, ROCKS, AND LOGS ARE PLACED AT THE SOURCE IN ADDITION TO PREVENTING THE CATCH BASINS AND OTHER BASINS FROM OVERFLOWING.

TESC LEGEND:



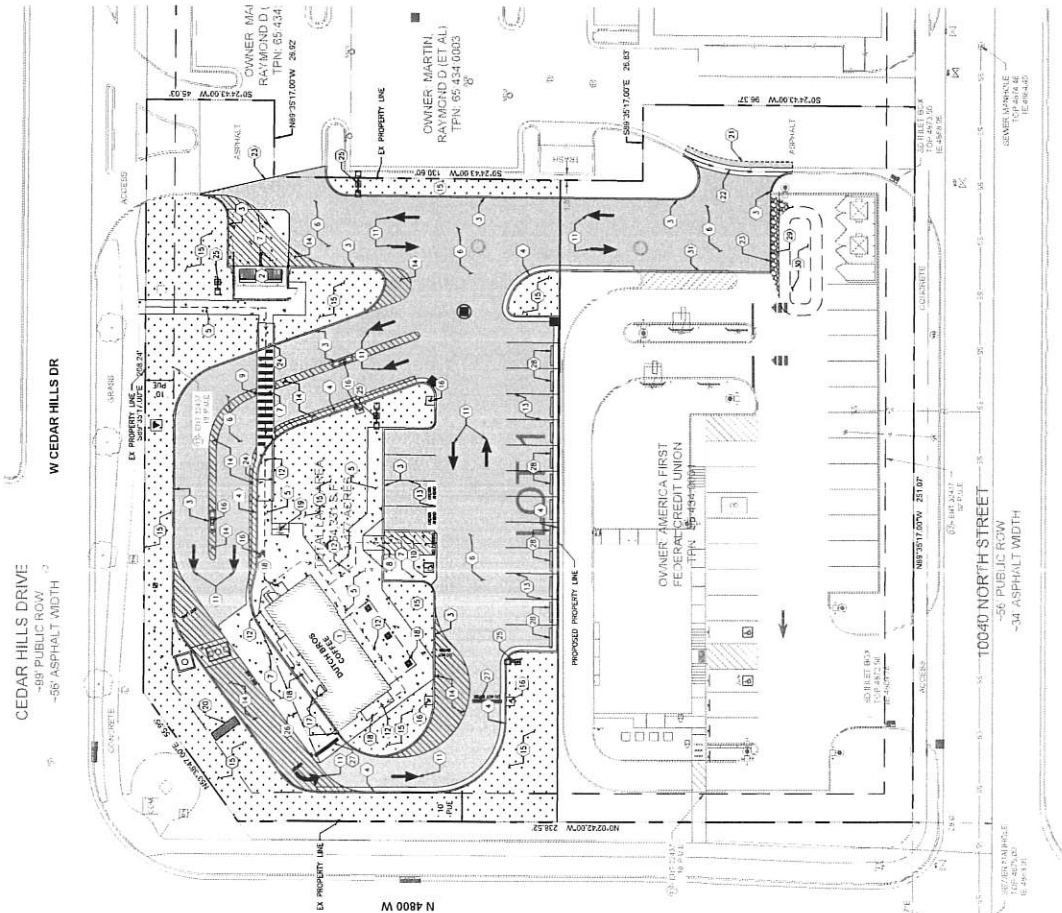
DEMOLITION AND EROSION CONTROL PLAN
4773 W. CEDAR HILLS DR.,
CEDAR HILLS, UT 84062



Drawn	EVU	
Checked	EVU	
Approved	EVU	
Date	03/13/25	
Vertical	N/A	
Horizontal	1" = 20'	

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4773 W. CEDAR HILLS DR., CEDAR HILLS, UT



① CONSTRUCTION NOTES:

1. LOCATION OF BELONGS, REFER TO ARCHITECTURAL PLANS FOR DETAILS.
2. LOCATION OF ITEMS ENCLOSED WITH CONCRETE PAV. REFER TO ARCHITECTURAL PLANS.
3. EXISTING CURB AND GUTTER SEE DETAIL EIGHT, FIGURE C-20.
4. EXISTING CURB AND GUTTER SEE DETAIL EIGHT, FIGURE C-20.
5. EXISTING CURB AND GUTTER SEE DETAIL EIGHT, FIGURE C-20.
6. EXISTING CURB AND GUTTER SEE DETAIL EIGHT, FIGURE C-20.
7. EXISTING CURB AND GUTTER SEE DETAIL EIGHT, FIGURE C-20.
8. EXISTING CURB AND GUTTER SEE DETAIL EIGHT, FIGURE C-20.
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26. EXISTING CURB AND GUTTER SEE DETAIL EIGHT, FIGURE C-20.
27. EXISTING CURB AND GUTTER SEE DETAIL EIGHT, FIGURE C-20.
28. EXISTING CURB AND GUTTER SEE DETAIL EIGHT, FIGURE C-20.
29. EXISTING CURB AND GUTTER SEE DETAIL EIGHT, FIGURE C-20.
30. EXISTING CURB AND GUTTER SEE DETAIL EIGHT, FIGURE C-20.
31. EXISTING CURB AND GUTTER SEE DETAIL EIGHT, FIGURE C-20.

SITE PLAN
4773 W. CEDAR HILLS DR.,
CEDAR HILLS, UT 84062

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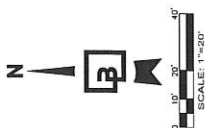
20



Designed ECU	Drawn ECU	Checked ECU	Approved ECU	Date 02/12/25
Horizontal	Vertical	1" = 20'	11/4	0202/25

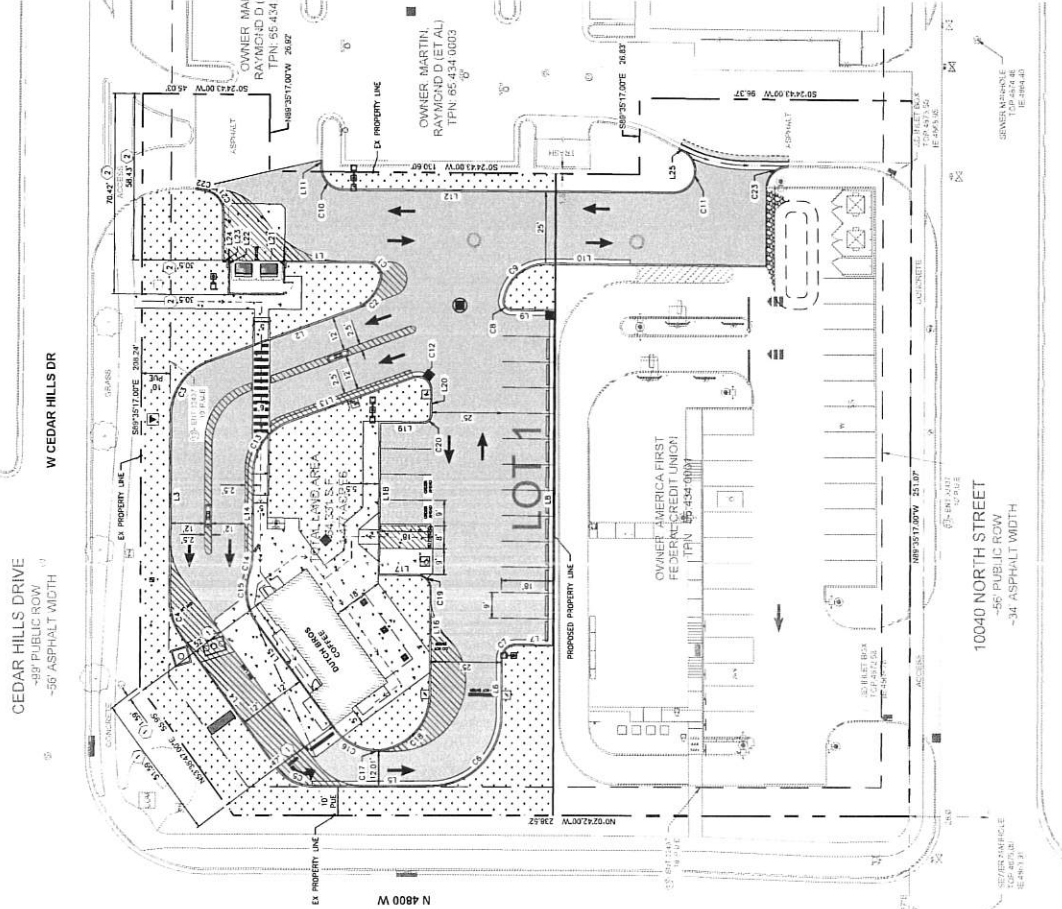
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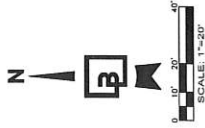
DUTCH BROS COFFEE UT0901
4773 W. CEDAR HILLS DR., CEDAR HILLS, UT



HORIZONTAL CONTROL NOTES:
CONTRACTOR SHALL MAINTAIN ALL PROPERTY LINES, CURB, SIDEWALK, STRUCTURES, CONCRETE PAVES, AND ANY OTHER ABOVE GROUND PERMANENT STRUCTURE DEPICTED ON THIS PLAN. THE CONTRACTOR SHALL MAINTAIN THE EXISTING CURB AND SIDEWALKS AND SHALL REPAIR OR REPLACE ANY DAMAGE TO THE CURB AND SIDEWALKS. THE CONTRACTOR SHALL MAINTAIN THE EXISTING SIDEWALKS AND SHALL REPAIR OR REPLACE ANY DAMAGE TO THE SIDEWALKS. THE CONTRACTOR SHALL MAINTAIN THE EXISTING SIDEWALKS AND SHALL REPAIR OR REPLACE ANY DAMAGE TO THE SIDEWALKS.

HORIZONTAL CONTROL NOTES:
1. HORIZONTAL CONTROL DIMENSIONS FOR THE BUILDING ARE SHOWN FROM THE BUILDING CORNER TO THE BUILDING CORNER. THE BUILDING CORNER IS PARALLEL TO THE NORTH PROPERTY LINE.
2. HORIZONTAL CONTROL DIMENSIONS FOR THE TRASH ENCLOSURE ARE SHOWN FROM THE TRASH ENCLOSURE CORNER TO THE TRASH ENCLOSURE CORNER. THE TRASH ENCLOSURE CORNER IS PARALLEL TO THE NORTH PROPERTY LINE.

LINE TABLE				CURVE TABLE			
Line #	Length	Bearing	Area	Curve #	Length	Radius	Delta
L1	29.36	S 67° 24' 35.14" W		C1	8.96	5.00	102.82
L2	54.68	N 19° 35' 17.00" W		C2	15.02	15.00	51.28
L3	64.20	N 69° 35' 17.00" W		C3	24.43	20.00	70.00
L4	57.78	S 67° 24' 35.14" W		C4	13.79	20.18	30.15
L5	41.63	S 67° 24' 35.14" W		C5	14.08	15.00	55.69
L6	18.85	S 69° 35' 17.00" W		C6	20.87	25.00	89.94
L7	13.00	S 67° 24' 35.14" W		C7	7.85	5.00	90.00
L8	17.00	S 69° 35' 17.00" W		C8	5.83	5.00	90.04
L9	14.93	N 67° 24' 35.14" W		C9	27.98	15.00	83.98
L10	29.94	S 67° 24' 35.14" W		C10	12.58	5.00	90.15
L11	2.60	N 69° 35' 17.00" W		C11	21.05	5.00	194.85
L12	116.70	S 67° 24' 35.14" W		C12	5.83	5.00	90.04
L13	46.04	S 69° 35' 17.00" W		C13	24.43	20.00	70.00
L14	28.40	S 69° 35' 17.00" W		C14	8.96	20.15	10.08
L15	44.99	N 67° 24' 35.14" W		C15	19.20	20.04	54.89
L16	37.17	N 69° 35' 17.00" W		C16	15.11	20.00	43.28
L17	13.00	S 67° 24' 35.14" W		C17	5.45	15.00	20.83
L18	53.00	N 69° 35' 17.00" W		C18	27.62	20.00	70.13
L19	15.00	N 67° 24' 35.14" W		C19	7.85	5.00	90.00
L20	8.62	N 69° 35' 17.00" W		C20	4.71	3.00	89.97
L21	2.50	S 69° 35' 17.00" W		C21	10.71	8.00	70.72
L22	2.50	N 69° 35' 17.00" W		C22	4.31	37.05	6.66
L23	1.50	S 67° 24' 35.14" W		C23	11.43	7.98	80.02
L24	16.85	N 69° 35' 17.00" W					
L25	1.55	N 67° 17' 24.82" W					



HORIZONTAL CONTROL PLAN
4773 W. CEDAR HILLS DR.,
CEDAR HILLS, UT 84062

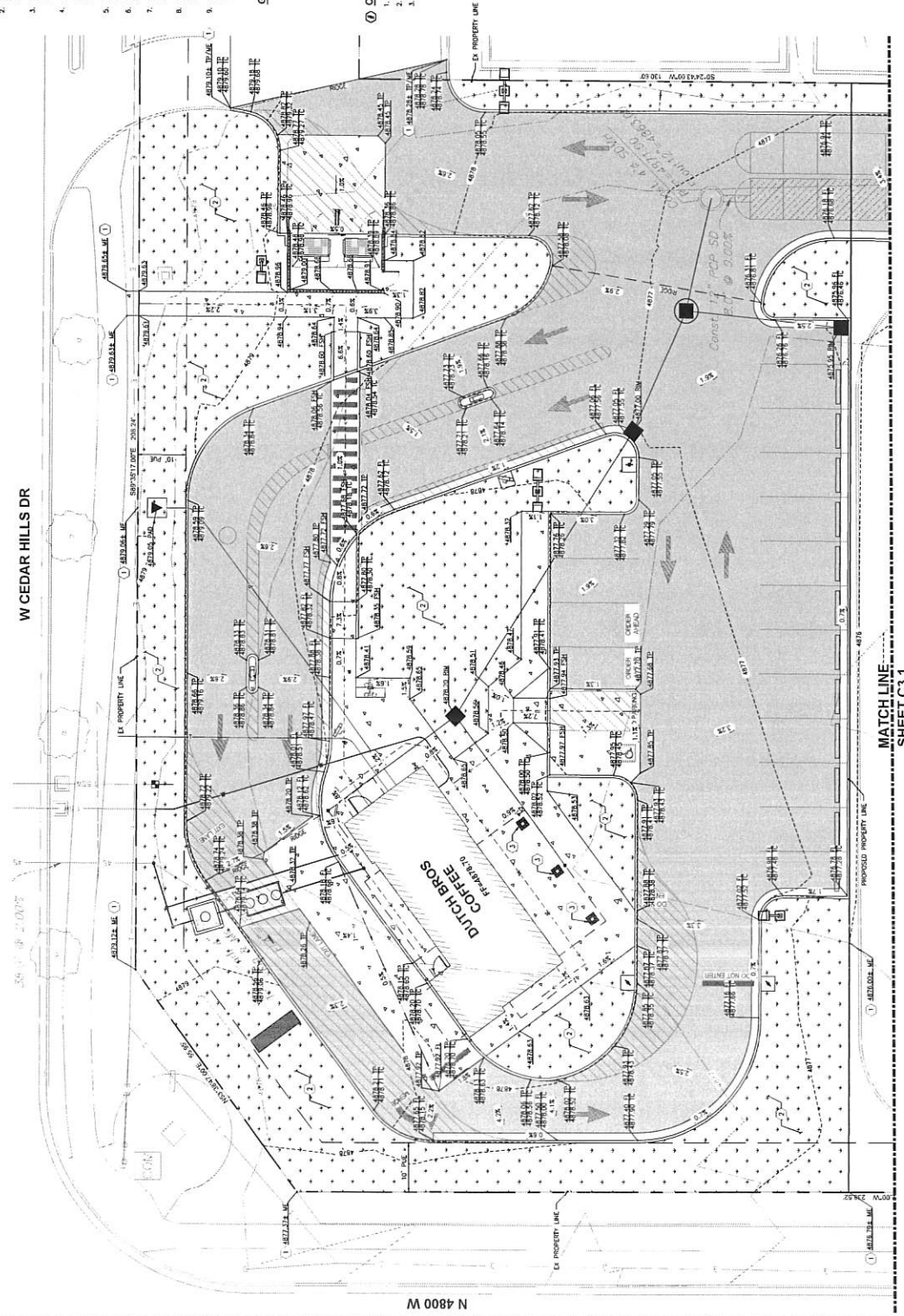


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Job Number: 23689
Sheet: C2.1
Project: 1825 72nd Avenue South, Kent, WA 98032

DUTCH BROS COFFEE UT0901
4773 W. CEDAR HILLS DR., CEDAR HILLS, UT

W CEDAR HILLS DR



MATCH LINE--
SHEET C3.1

[illegible]

GRADING ABBREVIATIONS

- | | |
|-----|------------------------------|
| GB | -- GRADE BREAK |
| FS | -- FINISH SURFACE |
| FSH | -- FLUSH |
| FF | -- FINISH FLOOR |
| FG | -- TOP OF GRADE/FINISH GRADE |
| FL | -- FLOWLINE |
| LP | -- LP OF CUTTER |
| ME | -- MATCH EXISTING ELEVATION |
| SW | -- TOP OF SIDEWALK |
| TC | -- TOP OF CURB |
| TP | -- TOP OF PAVEMENT |

⑦ CONSTRUCTION NOTES

1. CONTRACTOR TO MATCH EXISTING GRADES & FLOW LINE
2. CONTRACTOR TO GRADE AREA TO DRAIN
3. CANOPY COLUMNS. SEE ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION.

Ins.	Dist.	By	Ch	Rev	Revision

GRADING PLAN
 4773 W. CEDAR HILLS DR.,
 CEDAR HILLS, UT 84062



Designed	EW
Drawn	EW
Checked	EW
Approved	EW
Date	02/13/20
Scale:	Horizontal Vertical N/A

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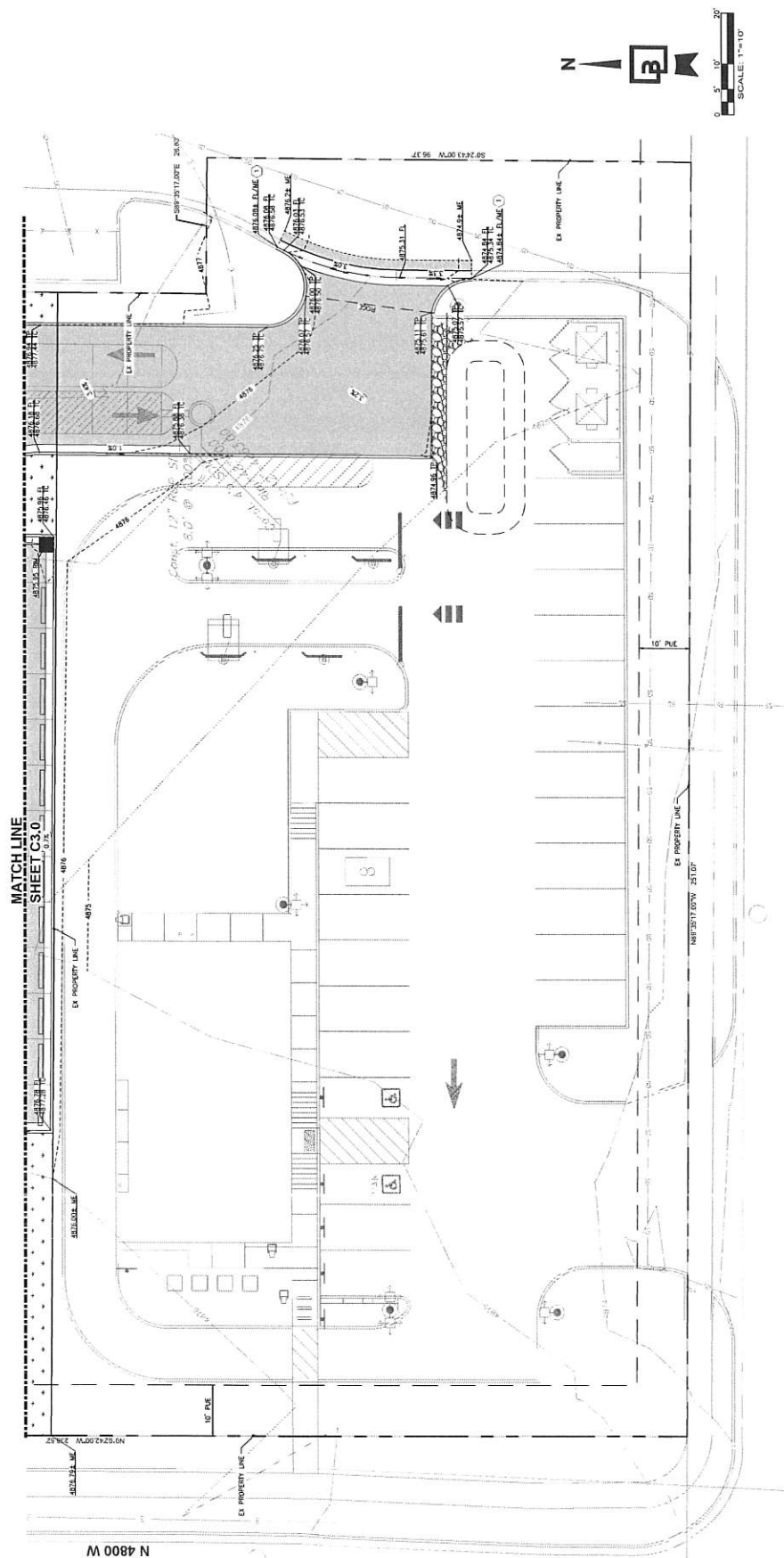
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GRADING ABBREVIATIONS

- | | |
|-----|-----------------------------|
| GB | = GRADE BREAK |
| FS | = FINISH SURFACE |
| FSH | = FLUSH FLOOR |
| FT | = TOP OF GRADE/FINISH GRADE |
| FG | = FINISH FLOOR |
| FL | = FLOWLINE |
| FL | = LIP OF GUTTER |
| ME | = MATCH EXISTING ELEVATION |
| SW | = TOP OF SIDEWALK |
| TC | = TOP OF CURB |
| TP | = TOP OF PAVEMENT |

CONSTRUCTION NOTES

1. CONTRACTOR TO MATCH EXISTING GRADES & FLOW LINE
2. CONTRACTOR TO GRADE AREA TO DRAIN
3. CANOPY COLUMNS. SEE ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION.



DUTCH BROS COFFEE UT0901
4773 W. CEDAR HILLS DR., CEDAR HILLS, UT

GRADING PLAN
4773 W. CEDAR HILLS DR.,
CEDAR HILLS, UT 84062

File:



10



6250/4.15

Horizontal	1" = 20'	N/A
Vertical	N/A	

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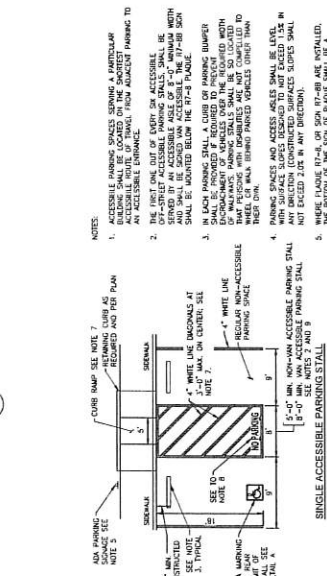
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Now what's below.
Call before you dig.

DUTCH BROS COFFEE UT0901
44773 W. CEDAR HILLS DR., CEDAR HILLS, UT

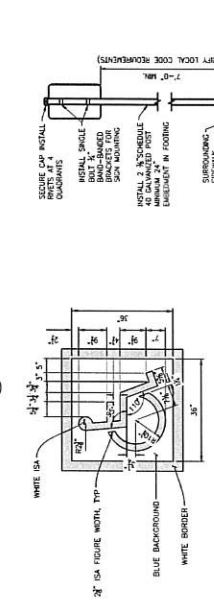
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1 ACCESSIBLE RAMP
C5.0 SCALE: NT5

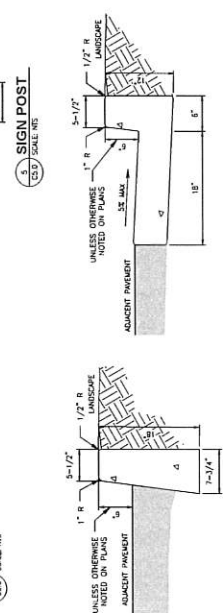
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3 ACCESSIBLE PARKING

7 DETECTABLE WARNING
C5.0 SCALE: NTS

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INTERNATIONAL SYMBOL OF ACCESSIBILITY



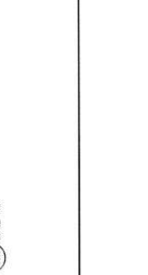
ONSITE BARRIER CURB (PRIVATE)
SCALE: NTS

II ONSITE CURB & GUTTER (PRIVATE)
(S.D.) SCALE: NTS

7 ONSITE BARRIER CURB (PRIVATE)

CS-0 SCALE: NTS

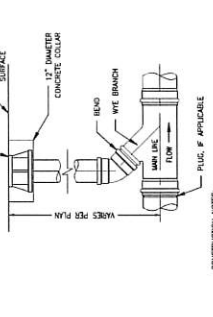
2 CLEANOUT
C5.0 SCALE: NTS



DETAIL NOTES:
APPLY 2 COATS OF CHEMORATED RUBBER-TYPE TRAFFIC-PAVE MARKING PAINT OVER CLEARED PAVING SURFACE ACCORDING TO LAYOUT SHOWN ON THE SITE PLAN. PAINT AS REQUIRED BY CITY CODE.



— TRAFFIC RATED RING AND COVER
IF SET IN TRAFFIC AREA



CONSTRUCTION NOTES:

1. RING AND ACCESS COVER SHALL BE H20 TRAFFIC RATED AND DUCTILE OR CAST IRON CASTING
2. RING AND COVER SHALL BE SET FLUSH WITH FINISHED SURFACE
3. ALL PIPE/FITTING SHALL CONFORM TO SPECIFICATIONS ON UTILITY SHEET(S).

[illegible]

DUTCH BROS.



Horizontal	Checked	Approved	Date
N/A	____	____	03/13/25
Vertical	____	____	
N/A	____	____	

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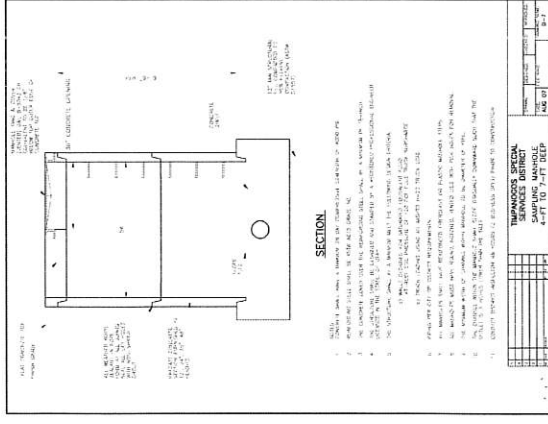
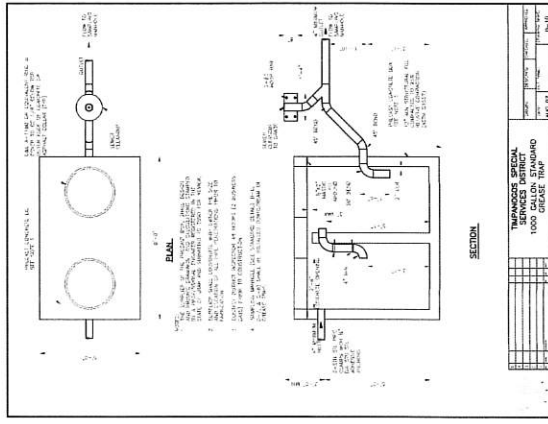
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	C5.0 2313 (M) 2313 (M)



Title:

AGENCY DETAILS
4773 W. CEDAR HILLS DR.,
CEDAR HILLS, UT 84062

DUTCH BROS COFFEE UT0901
4773 W. CEDAR HILLS DR., CEDAR HILLS, UT





LOOKING EAST



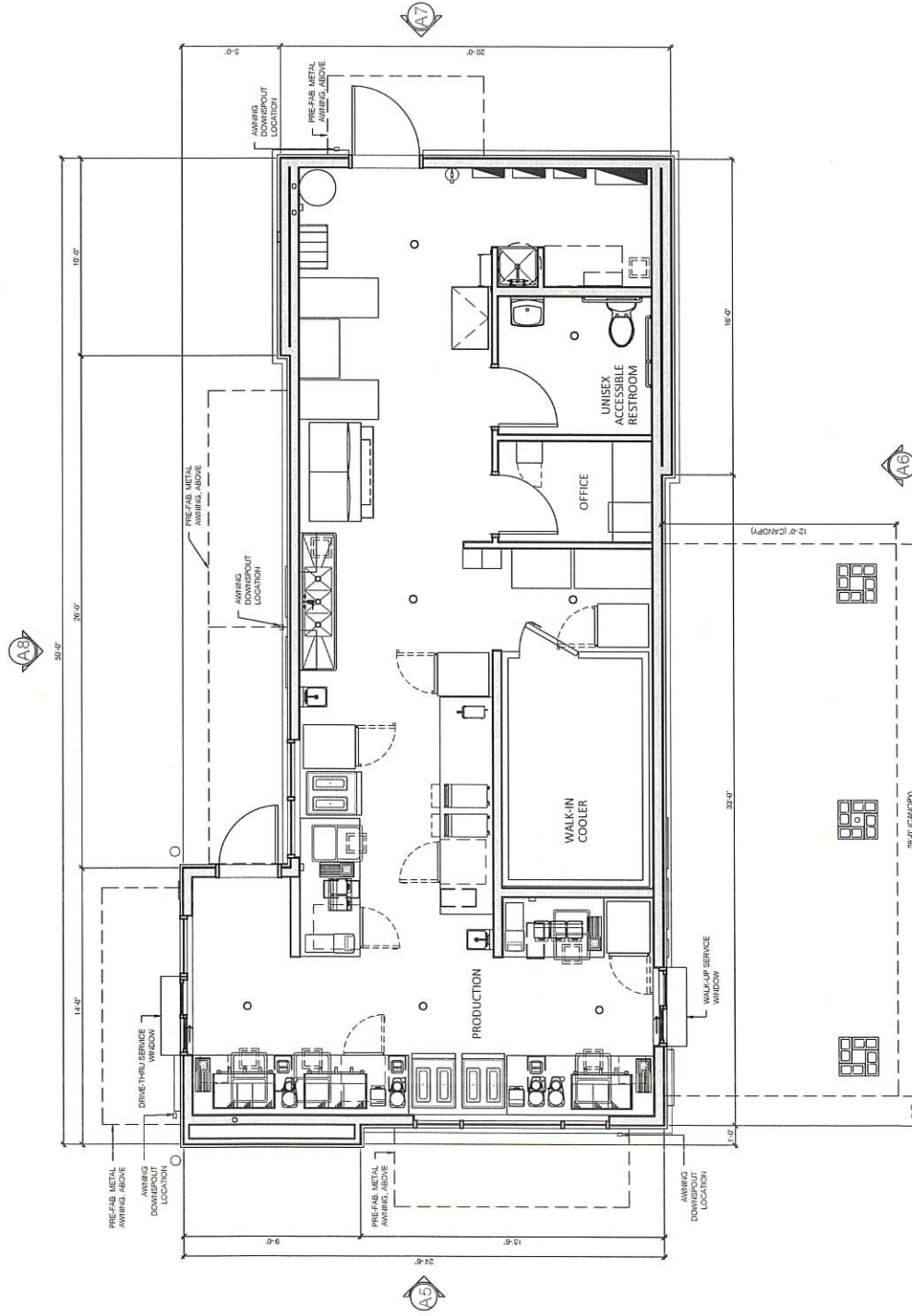
LOOKING SOUTH



LOOKING WEST

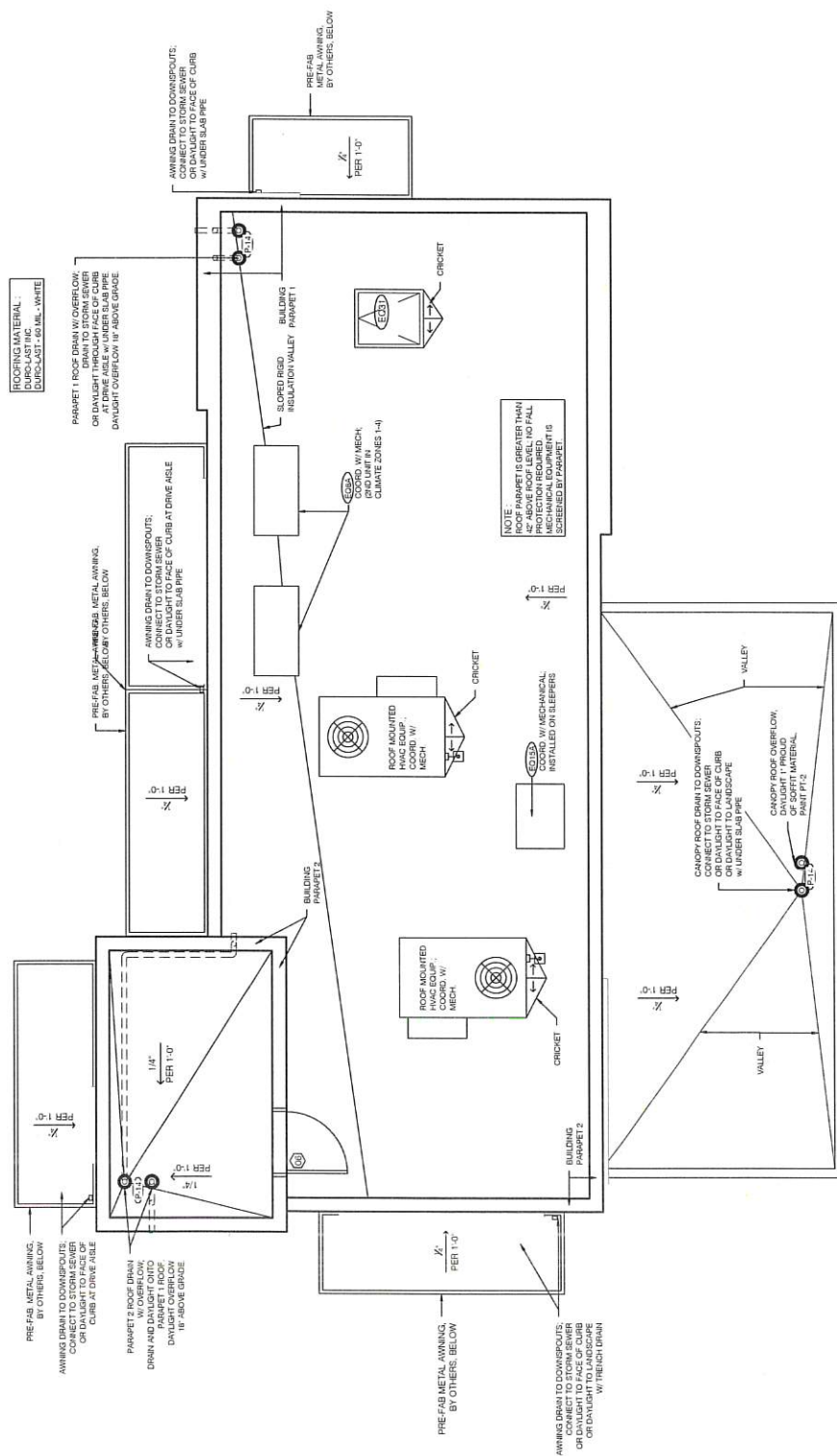


LOOKING NORTH



SCALE: 3/8" = 1'-0"

0' 5' 10' 20'



EXTERIOR FINISH SCHEDULE - ALTERNATE w/ CANOPY				
ID TAG	MATERIAL	MANUFACTURER	MODEL	REMARKS
ZONE 1 (ROOF)				
1A	STUCCO	SPYNOT	DD-3 SYSTEM SANDPAPER FINE	PAINTED COLOR: BURG DB
1B	BRICK	COMMERCIAL BRICK CORPORATION	WEATHERFORD	COLOR: PER MPI A
ZONE 2 (TOWER)				
2	FINISH ELEMENT	INCHINA	ILLUMINATION AMP 80W w/ 4x10' LED PANELS	COLOR: BURG DB BLUE
ZONE 3 (BASE)				
3	BRICK	COMMERCIAL BRICK CORPORATION	STANDARD ONELINE BRICK	COLOR: PER MPI A
4	FASCIA	WESTERN STATES	1 GROOVE, 10"	COLOR: BURG DB
5	SOFFIT	WESTERN STATES	NATURAL, NORTHWESTERN	COLOR: PER MPI A
6	BRICK	COMMERCIAL BRICK CORPORATION	THIN BRICK, WEATHERFORD	COLOR: PER MPI A
ZONE 4 (FINISHED CHANTRY)				
7	PARAPET CAPS	WESTERN STATES	-	COLOR: MATE BLACK
8	STONE FRONT	WESTERN STATES	-	COLOR: DARK BURG DB
ZONE 5 (FINISHED CHANTRY)				
9	STONE FRONT	WESTERN STATES	-	COLOR: DARK BURG DB
ZONE 6 (FINISHED CHANTRY)				
10	STONE FRONT	WESTERN STATES	-	COLOR: DARK BURG DB



SCALE: 1/2" = 1'-0"

WEST ELEVATION
PAGE A5

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GNICH ARCHITECTURE
STUDIO

EXTERIOR FINISH SCHEDULE - ALTERNATE W/ CANOPY			
ID TAG	MATERIAL	MANUFACTURER	MODEL
ZONE 1 (BUDGET)			
1A	STUCCO	SPRINT	CCP-2 SYSTEM LANGSHEIBLE FINE FIBER, REVEALS AS SHOWN
1B	BRICK	COMMERCIAL BRICK CORPORATION	STANDARD BRICK, WEATHERFORD
ZONE 2 (TOWER)			
2	FIBER CEMENT BOARD	NICHIA	ILLUMINATION, 400'18"18" w/ FACILITY PANEL, CAPREIN
ZONE 3 (BASE)			
3	BRICK	COMMERCIAL BRICK CORPORATION	STANDARD BRICK, WEATHERFORD
3A	BRICK	COMMERCIAL BRICK CORPORATION	STANDARD BRICK, WEATHERFORD
ZONE 4 (FRAMED CANOPY)			
4	FASCIA	WESTERN SITES	1" GROOVE, 12" DARK GRAY
5	SOFFIT	HEMP ELEMENTS	NATURAL, NORTH-WESTERN
6	BRICK	COMMERCIAL BRICK CORPORATION	THIN BRICK, WEATHERFORD
MECC			
7	PARAPET CAPS	WESTERN SITES	COLOR: WHITE BLACK
8	STOREFRONT	KAWNEER OR IBM	COLOR: DAWN BRONZE
NOTE: GET TO PROVIDE 2"X2" SMOOTH DOWNPOINTE, AND ALL NECESSARY REPAIRS AT WYING AND CANOPY LOCATIONS. COLOR: BLDG DR DARK GRAY			



SCALE: 1/2" = 1'-0"

SOUTH ELEVATION - WALK-UP WINDOW

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EXTERIOR FINISH SCHEDULE - ALTERNATE W/ CANOPY			
ID TAG	MATERIAL	MANUFACTURER	MODEL
ZONE 1 (BRICK)			
1A	STUCCO	DRYKIT	CCP-2 SYSTEM, SANDPAPER FINE F FINISH, REVEALS AS SHOWN
1B	BRICK	COMMERCIAL BRICK CORPORATION	COMMERCIAL BRICK, 8" X 2 1/4" X 4" MANHATTAN RED
ZONE 2 (TONGUE)			
2	FEEL CLEAN	HIGHKING	ILLUMINATION, AWP 1818 W/ FACTORY PANEL CORNERS
ZONE 3 (BRICK)			
3	BRICK	COMMERCIAL BRICK CORPORATION	STANDARD PRIZORZE BRICK, 8" X 2 1/4" X 4" MANHATTAN RED
ZONE 4 (FRAMED CANOPY)			
4	FASCIA	WESTERN STATES METAL ROOFING	T&ROOF 10"
5	SOFFIT	WESTERN STATES METAL ROOFING	NATURAL, NORTH FUSION
6	BRICK	COMMERCIAL BRICK CORPORATION	THIN BRICK, WEATHERFORD
MISC.			
7	PARAPET CAPS	WESTERN STATES METAL ROOFING	COLOR, MATTE BLACK
8	STONE FRONT	MAHONEY OR BM	COLOR, DARK BRONZE

NOTE: GO TO PRODUCT 2-12: MANHATTAN DOWNSPOUTS, AND ALL NECESSARY ADAPTORS, AT AWNING AND CANOPY LOCATIONS.
COLOR: BLDG OR DARK GRAY

± 0. PARAPET 3
± 24'-0"

± 0. PARAPET 2
± 20'-10 1/2"

± 0. PARAPET 1
± 12'-10 1/2"

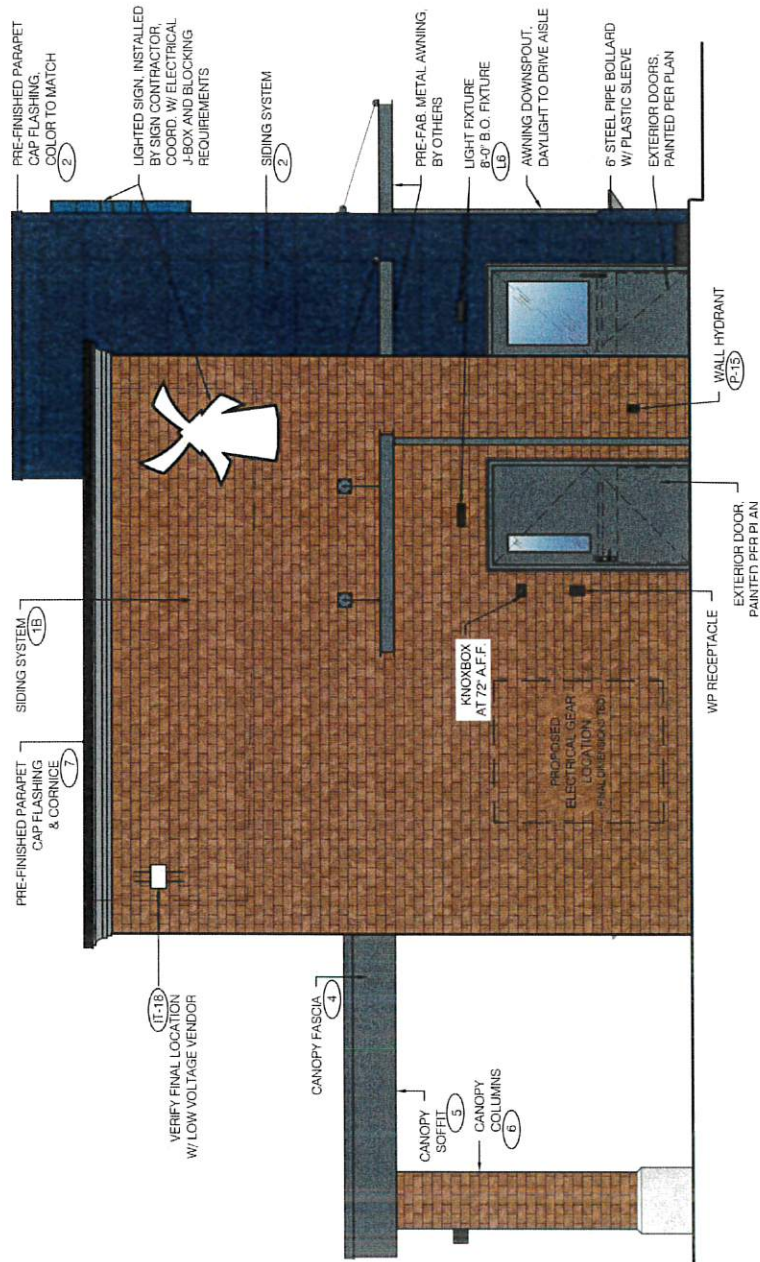
± 0. AWNING/
FIN. CANOPY
± 10'-6"

± 0. STOREFRONT SILL
± 3'-2"

± 0. SERVICE
WINDOW SILL ± 2'-10"

± 0. TO SLAB
± 0'-0"

± 0. DRIVE AISLE
± 0'-6"



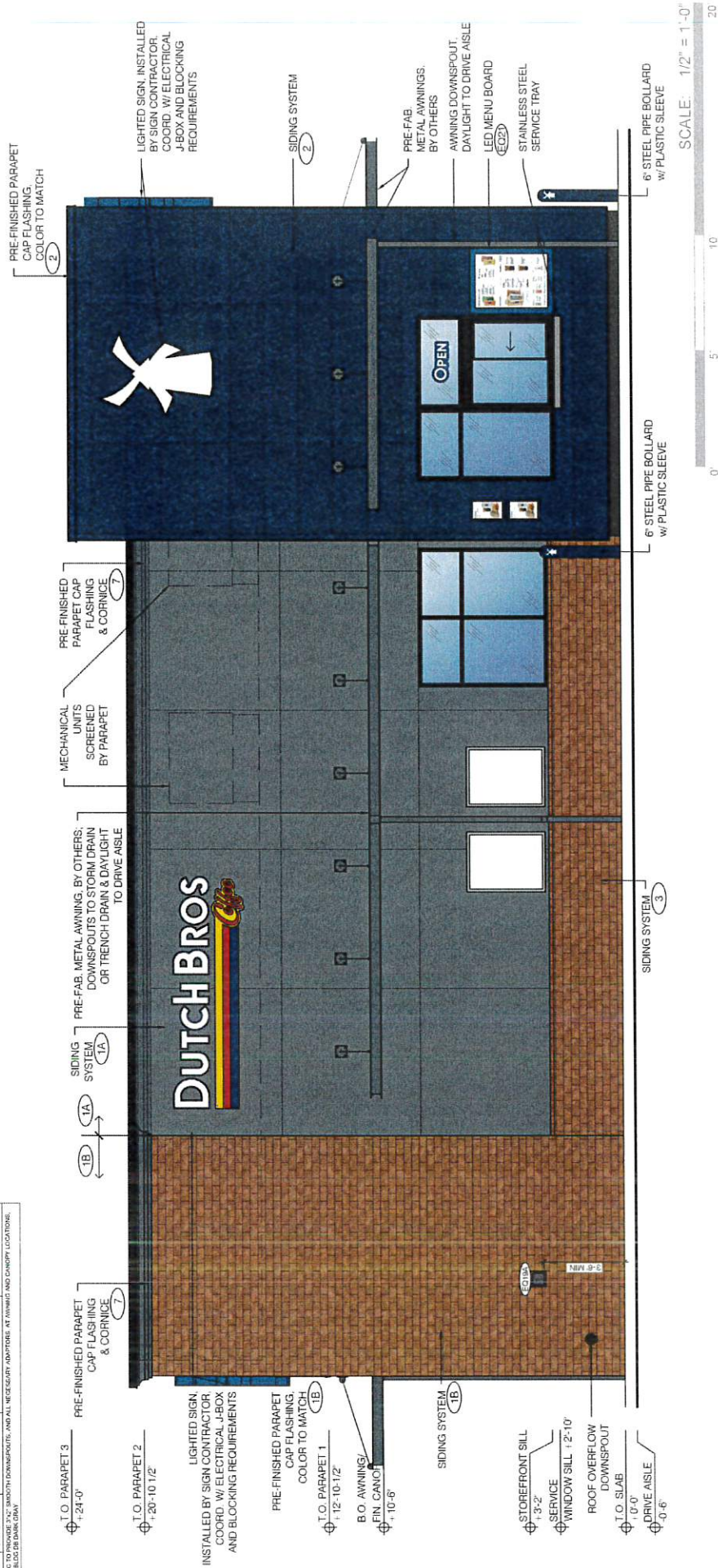
SCALE: 1/2" = 1'-0"

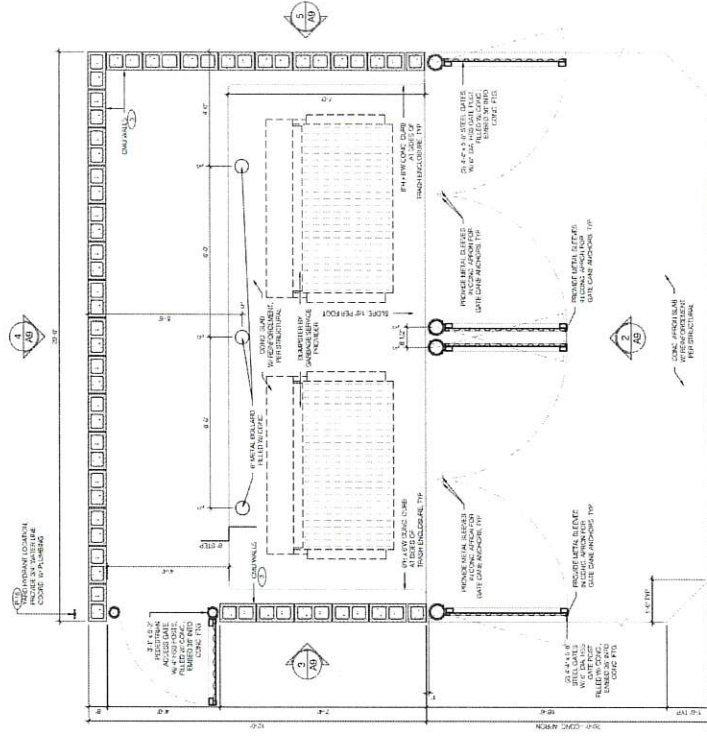
EAST ELEVATION
PAGE A7

DUTCH BROS COFFEE | UT0901 | SEC W CEDAR HILLS DRIVE & N 4800 W | CEDAR HILLS, UT 84062
1001 SE SANDY BLVD SUITE 100 | PORTLAND, OR 97214 | www.GnichArch.com | v. 503.552.9079 | f. 503.241.7055 | 03/12/2025



EXTERIOR FINISH SCHEDULE - ALTERNATE w/ CANOPY			
ID TAG	MATERIAL	MANUFACTURER	MODEL
ZONE 1 (BASE)			
1A	STUCCO	GRYTT	CD2 SYSTEM, SANDPAPER FINE
1B	BRICK	COMMERCIAL BRICK COMPANY	STANDARD BRICK, 8" x 2 1/4" x 4" (NOMINAL), DARK GRAY
ZONE 2 (CANOPY)			
2	FRAMING ELEMENT	NOVAK	ILLUMINATION, AWP 1818 W/ FACTORY PANEL CORNERS
ZONE 3 (BASE)			
3	BRICK	COMMERCIAL BRICK COMPANY	STANDARD BRICK, 8" x 2 1/4" x 4" (NOMINAL), DARK GRAY
3A	BRICK SILL	COMMERCIAL BRICK COMPANY	STANDARD BRICK, 8" x 2 1/4" x 4" (NOMINAL), DARK GRAY
ZONE 4 (FRAMED CANOPY)			
4	FRAMING	WESTERN STATES	4x6 DOOR, 10' x 10'
5	SOFFIT	WESTERN STATES	1/2" T&G, 1/2" REAR
6	BRICK	COMMERCIAL BRICK COMPANY	THIN BRICK, WEATHERED, COLOR: PER MFR
MISC.			
7	PARAPET CAPS	WESTERN STATES	COLOR: MATT BLACK
8	STUCCO FLASH	GRYTT	COLOR: SAME (BRICK)
NOTE: GO TO FINISH 2" x 4" BRICKS TO DOWNSPOUTS, AND ALL WEATHERABLES AT AWNING AND CANOPY LOCATIONS. COLOR: BLOCK OR DARK GRAY			



[illegible]

1 TRASH ENCLOSURE PLAN



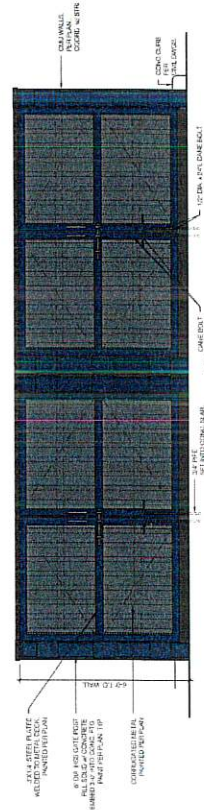
5 TRASH ENCLOSURE SIDE ELEVATION



4 TRASH ENCLOSURE SIDE ELEVATION



3 TRASH ENCLOSURE SIDE ELEVATION



2 TRASH ENCLOSURE FRONT ELEVATION



FIBER CEMENT BOARD
MANUFACTURER: NICHHA
PROFILE: ILLUMINATION
COLOR: BLDG DB BLUE



STUCCO SYSTEM
MANUFACTURER: DRYVIT
PROFILE: CCP-2 SYSTEM
SANDPEBBLE FINE E FINISH
COLOR: PAINTED, BLDG DB GRAY DARK



BRICK - FULL
MANUFACTURER: COMMERCIAL BRICK CORPORATION
COLOR: WEATHERFORD



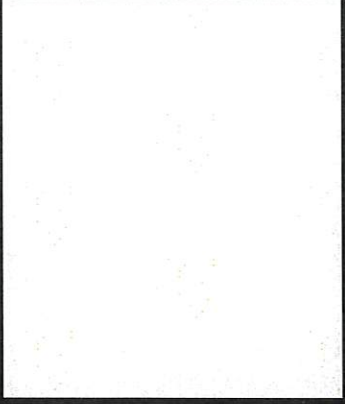
BRICK - THIN
MANUFACTURER: COMMERCIAL BRICK CORPORATION
COLOR: WEATHERFORD



CANOPY SOFFIT
MANUFACTURER: HEVW
PROFILE: NWS PRUCE
NATURAL & SEALED
COLOR: PER MFR.



AWNINGS & DOORS - PAINT
MANUFACTURER: SHERWIN-WILLIAMS
COLOR: BLDG DB GRAY DARK



ROOFING MATERIAL
MANUFACTURER: DURO-LAST
DL-60 - 60 MIL
COLOR: WHITE

(MENU BOARDS)
IT (SITE LIGHTING, ETC.)



BARGHAUSEN

A DIVISION OF CORE STATES GROUP

**CORE
STATES**

Project Narrative Site Plan Review

Dutch Bros Coffee (UT0901)

PREPARED BY

Barghausen Consulting
Engineers, LLC

PREPARED FOR

Dutch Bros, LLC

CLIENT ADDRESS

P.O. Box 1929
Grants Pass, OR 97528

SITE ADDRESS

4773 West Cedar Hills
Drive, Cedar Hills, Utah

PROJECT NO.

23689

DATE

03/12/2025

JURISDICTION

City of Cedar Hills

Project Overview

The project proposes construction of a new 1,025-square-foot Dutch Bros Coffee with a drive-through service window. Site improvements include dual drive-through lanes with stacking for up to 16 vehicles, a bypass/exit lane, a trash and recycling enclosure, and interior and perimeter landscaping. The building will include a customer walk-up window on the opposite side of the drive-through with a large canopy awning above for weather protection. An ADA-accessible pedestrian path to the right-of-way is located to the northeast of the site, directing foot traffic directly to the customer service walk-up window.

The project site is approximately 64,331 square feet (1.477 acres) in area. The property is zoned Commercial (SC-1). Eating and drinking establishments are a permitted use in the SC-1 zone subject to Site Plan Review approval.

Dutch Bros Coffee Characteristics

Dutch Bros Coffee, known for their upbeat baristas and genuinely caring service, is a growing drive-through coffee company with more than 900 locations in 17 states and over 16,000 employees. Dutch Bros Coffee's three main values include speed, quality, and service. All Dutch Bros Coffee locations serve Private Reserve Coffee, White Coffee, and Decaf Coffee as espresso options, all roasted in Grants Pass, Oregon. Along with coffee, the menu includes a variety of Dutch Bros Blue Rebel energy drinks, lemonade, and tea. Limited packaged food items will be provided such as muffin tops and granola bars.

Queuing and Stacking

Approximately 350 feet of stacking space is available behind the drive-through window to provide queuing for up to 16 vehicles. Dutch Bros Coffee will implement a runner system at the proposed facility that is designed to increase speed and efficiency in serving drive-through customers. Dutch Bros Coffee employees travel from vehicle to vehicle to greet customers and take orders. These "runners" utilize a handheld device to transmit customers' orders to the multiple drink stations inside the building. Additionally, runners will charge individuals while in line, so by the time they arrive at the service window, they may pick up their order and be on their way. This system decreases wait times, while allowing the runners to have a more personal face-to-face interaction with customers.

The drive-through will not include any speaker boxes. All customer orders are taken in person either at the window or with a runner that carries a handheld device to transmit orders to the kitchen. This ordering process minimizes noise impacts and decreases the amount of vehicle idling at menu boards that are common at traditional drive-through facilities.

Operational Measures

The Dutch Bros Coffee site is proposing an extensive directional sign package that will direct customers throughout the site. In addition, the layout of the site was designed to create the best possible flow and the maximum queuing possible to reduce spillover onto neighboring properties or the public roads.

All staff are required to attend a monthly shop meeting to discuss traffic plans in detail. In addition, the staff will gather before each shift to ensure the traffic strategy is set.

Approximately three (3) or four (4) staff will be dedicated to the parking area throughout the day to take orders and receive payments. In addition, one (1) person's sole responsibility will be traffic control. Tactics will include instructing all vehicles to pull forward as close as possible to utilize the maximum queuing available, directing cars into the waiting area or the escape lane if needed, and ensuring no cars are blocking the road or areas they are not allowed to block.

These measures, in addition to implementing the runner system described above, will reduce customers' time at the window to 30 to 45 seconds. If customers are taking longer than that timeframe, the drink runners will bring drinks to the customers in line behind the window to allow those customers to exit via the bypass/exit lane. This means that customers are not required to reach the drive-through window to receive

their order and to exit the site. These measures significantly minimize the potential for queuing spillover outside of the dedicated drive-through lanes.

The typical business hours for Dutch Bros Coffee include a 24-hour operation unless restrictions apply. Dutch Bros Coffee will employ and schedule seven (7) to eight (8) people per shift, with three (3) to four (4) total shifts.

Site Design and Orientation

The project site is approximately 64,331 square feet in size and is located on an undeveloped parcel that is part of an overall development, off of West Cedar Hills Drive. The overall development currently consists of a Dollar Tree, Great Clips, and a pizza restaurant. A Jack in the Box restaurant with a drive-through is proposed on the overall development, north of the Dutch Bros Coffee site under a separate application.

There is an existing access to the north of the site off West Cedar Hills Drive. Two (2) additional accesses to the overall development exist off 10040 North Street and North 4700 West. Another access is proposed off 10040 North Street, further west and providing direct access to the future Jack in the Box for the overall development.

Entering from the existing northern shared access off West Cedar Hills Drive, customers head south then northwest to enter the drive-through. The drive-through leads customers westward and wraps around the building towards the southwest until it reaches the drive-through service window on the northwestern building façade.

Architecture

The proposed building is visually interesting. It will be constructed with a variety of high-quality building materials and painted with simple, bold colors. Vertical and horizontal façade breaks, building massing, and modulation have all been incorporated into the design of the building. Canopy awnings are provided over all entrances and service doors, including a large 300-square-foot canopy over the customer walk-up service window providing weather protection for the proposed patio area with outdoor seating. The building features modulation with a tower element, building wall articulation, and building materials that are aesthetically pleasing. Colorful and visually interesting wall signs depicting the Dutch Bros Coffee logos will be installed on all sides of the building.

Signs and Lighting

Signs proposed for use at the project site will conform to the City of Cedar Hills Zoning Code. The signs proposed to be installed at the project site include wall, menu, drive-through, parking lot, and directional signs. The signs will be constructed with high-quality materials and will be installed under separate permits.

Site lighting will be implemented for the safety and security of all customers, pedestrians, and employees. Outdoor lighting and illumination at the site will include parking lot security lighting and pedestrian scale lighting within the patio space and along the pedestrian pathway. Exterior building lighting will be installed on the building façade. The drive-through area will be provided with security lighting. All lights will include shields to direct light toward the project site and to keep glare away from the adjacent land uses and rights-of-way.

Conclusion

The proposed Dutch Bros Coffee will enhance the commercial character of the Commercial (SC-1) district. Dutch Bros Coffee is a successful business that will promote improvement of the existing commercial area. Dutch Bros Coffee locations are known to be clean and well maintained, providing quick service from friendly staff. The proposed coffee shop will provide excellent products and service, along with enhanced landscaping areas, lighting, and pedestrian open space at the project site that will benefit all customers and users in the immediate vicinity and the surrounding areas. The above narrative demonstrates how the proposal will increase the overall quality of the project site and positively impact the citizens and businesses of the surrounding community and the City of Cedar Hills.

Recommended Modifications for Cedar Hills Dutch Bros Proposal

After analyzing the traffic studies from Lehi and Spanish Fork alongside the Cedar Hills site plan, I've identified some potential modifications that could improve traffic handling at the Cedar Hills location. While the current plan appears generally adequate, these adjustments would help optimize traffic flow and prevent potential issues:

Recommended Site Plan Modifications

1. Expanded Queue Space

- **Current situation:** While the site plan shows a drive-through lane, it's not immediately clear if it can accommodate 9-10 vehicles (the maximum observed in the Spanish Fork study).
- **Recommendation:** Ensure that the drive-through lane is explicitly designed to hold at least 10 vehicles without blocking entrances or parking spaces. Consider adding clear markings on the final plan to indicate expected queue positions.

2. Escape Lane Implementation

- **Current situation:** The Spanish Fork study mentioned an "escape lane" that allows customers to exit immediately after receiving their orders from runners.
- **Recommendation:** Add or clearly designate an escape lane alongside the main drive-through queue that allows vehicles to bypass the pickup window if their orders are delivered by runners. This feature was highlighted as beneficial in queue management in the Spanish Fork study.

3. Runner Stations

- **Current situation:** The site plan doesn't specifically designate areas for runners who take orders from vehicles in the queue.
- **Recommendation:** Add small, designated areas or stations along the drive-through lane where runners can safely stand to take orders, with weather protection if possible.

4. Traffic Circulation Improvements

- **Current situation:** The traffic flow pattern isn't clearly marked on the current site plan.

- **Recommendation:** Add directional arrows and clearer lane markings throughout the site to guide drivers and prevent confusion, especially during peak hours.

5. Entry/Exit Point Modifications

- **Current situation:** While multiple access points exist, their configuration may need optimization based on expected traffic patterns.
- **Recommendation:** Consider widening the entry/exit points to accommodate simultaneous entering and exiting vehicles, potentially with designated turn lanes if space permits.

6. Parking Lot Adjustments

- **Current situation:** The parking layout isn't fully detailed in relation to the drive-through traffic.
- **Recommendation:** Ensure parking spaces are positioned to minimize conflicts with the drive-through queue, particularly during peak hours. Consider designating some spaces specifically for mobile order pickup to reduce drive-through demand.

Operational Recommendations

1. Peak Hour Staffing

- Based on the Lehi and Spanish Fork studies, implement increased staffing during the 7:00-9:00 AM peak period, with particular focus on having adequate runner staff to expedite orders.

2. Order Management System

- Implement digital signage showing wait times or queue positions to manage customer expectations during peak periods.

3. Monitoring Plan

- Develop a formal traffic monitoring plan for the first 3-6 months of operation to identify any unforeseen traffic issues and address them promptly.

4. Coordination with Local Traffic Authority

- Establish regular communication with Cedar Hills traffic authorities to coordinate on any needed adjustments to nearby traffic signals or controls, especially if actual traffic volumes exceed projections.

Conclusion

While the current Cedar Hills Dutch Bros proposal appears generally adequate for handling the expected traffic volumes, implementing these modifications would provide additional capacity and flexibility, particularly during peak hours. The most critical modifications focus on optimizing the drive-through queue configuration and ensuring smooth traffic circulation throughout the site.

The key lesson from both the Lehi and Spanish Fork studies is that proper queue management is essential for Dutch Bros locations. With a slight expansion of queue capacity and the implementation of operational best practices observed at other locations, the Cedar Hills site should be able to handle the expected traffic volumes without causing significant congestion on surrounding roadways.



The City of Cedar Hills

TO:	Planning Commission
FROM:	Sarah Sampson, Zoning Official/Associate Planner
DATE:	May 27, 2025

Planning Commission Agenda Item

SUBJECT:	Review/recommendation on amendments to City Code Title 10 Chapter 4 Article D-9 related to Height of Building
APPLICANT PRESENTATION:	n/a
STAFF PRESENTATION:	Sarah Sampson, Zoning Official/Associate Planner
BACKGROUND AND FINDINGS: Staff has been asked to amend the accessory building height restriction on lots in the H-1 Hillside zone that exceed the minimum sq. footage requirements by a factor of 2, allowing up to 25', should the proposed accessory building comply with building setback requirements. A similar code was passed in the R-1, 15,000 zone in 2018.	
PREVIOUS LEGISLATIVE ACTION: N/A	
FISCAL IMPACT: N/A	
SUPPORTING DOCUMENTS: Proposed code amendment to Title 10 Chapter Article D-9	
RECOMMENDATION: Staff recommends that the Planning Commission review and recommend the proposed Code changes to the City Council.	
MOTION: To recommend/not recommend the City Council of Cedar Hills adopt the proposed amendments to City Code 10-4D-9, subject to the following conditions: {LIST ANY CONDITIONS NECESSARY FOR ADOPTION}	

ARTICLE D. H-1 HILLSIDE DEVELOPMENT ZONE 1

10-4D-9: DWELLING AND STRUCTURAL REQUIREMENTS:

A. Area Of Dwelling: Each dwelling shall conform to the requirements for dwellings in the R-1-15,000 residential zone, subsections 10-4B-8A and B of this chapter. (Ord. 1-13-93A, 1-13-1993; amd. Ord. 2-17-98A, 2-17-1998)

B. Construction Standards: All dwellings and other structures intended for human occupancy shall be constructed in accordance with the applicable seismic requirements of the adopted building code.

C. Location On Fault Traces Prohibited; Minimum Setbacks To Be Determined: No portion of a dwelling or other structure intended for human occupancy shall be located over any identified fault trace or zone of deformation. The minimum setback distance from any fault trace or zone of deformation, or from the base or crest of any potentially unstable slope, shall be as established by the city engineer following the receipt of a recommendation on the subject from the geotechnical engineer as part of the technical report. (Ord. 1-13-93A, 1-13-1993; amd. 2004 Code)

D. Height Of Building:

1. The maximum height of any dwelling shall be thirty five feet (35') in height as measured to the ridgeline of the roof. The maximum height of any accessory building shall be twenty feet (20') to the ridgeline of the roof. An additional five feet (5') in building height may be granted by the Zoning Administrator for lots exceeding the minimum square footage requirement by a factor of two (2), should the proposed accessory building comply with the building setback requirements of a main dwelling in the underlying zone. At no time shall an accessory structure exceed twenty five feet (25') in height. Both the dwelling and the accessory building height shall be measured from the highest finished grade of the ground surface adjacent to the foundation of the structure from the front elevation to the ridgeline. (2004 Code)

2. Chimneys, television antennas, and similar ancillary structures not used for human occupancy shall be excluded in determining height; provided, that no such ancillary structure shall extend to a height in excess of ten feet (10') above the building. (Ord. 3-20-2012B, 3-20-2012)

3. The minimum height of a building used as a dwelling shall be not less than eight feet (8'). (2004 Code)

E. Off Street Parking:

1. Not less than two (2) off street parking spaces shall be required for each dwelling unit. Each off street parking space shall be not less than ten feet by twenty feet (10' x 20') per space.

2. Not less than two (2) off street parking spaces appurtenant to a dwelling shall be enclosed within a garage.

3. Parking of recreational vehicles, boats, trailers, etc., is permitted within the optional enclosure area, in a private driveway or directly adjacent to the garage/driveway on an approved surface. (Ord. 10-20-2009C, 10-20-2009)

F. Special Provisions: All dwellings shall conform to the special provisions relating to dwellings set forth under section 10-5-5 of this title. (2004 Code)