WEST HAVEN PLANNING COMMISSION AGENDA

October 28, 2026 6:30 P.M.
City Council Chambers
4150 South 3900 West, West Haven, UT 84401

NOTICE IS HEREBY GIVEN THAT ON OCTOBER 28, 2026, THE PLANNING COMMISSION OF WEST HAVEN CITY WILL HOLD THE FOLLOWING PUBLIC MEETINGS: 5:30 PM: PLANNING COMMISSION AND CITY COUNCIL WORK SESSION AND 6:30 PM: REGULAR WEDNESDAY PLANNING COMMISSION MEETING. JOIN US DIGITALLY FOR THE WORK SESSION AND PLANNING COMMISSION MEETING AT HTTPS://US06WEB.ZOOM.US/J/86539464549. WATCH LIVE AT HTTP://WWW.YOUTUBE.COM/@CITYOFWESTHAVENUTAH4030.

5:30 PM City Council and Planning Commission Work Session – In City Council Chambers

1. **Training**-Land Use-Property Rights Ombudsman Office

6:30 Regular Planning Commission Meeting

1. **MEETING CALLED TO ORDER:** **Chairman Reed**

2. **OPENING CEREMONIES**
   A. PLEDGE OF ALLEGIANCE **Commission Member Stimpson**
   B. PRAYER/MOMENT OF SILENCE **Commission Member Smith**

3. **ACTION ON MINUTES**
   A. Planning Commission Minutes **Meeting Held** **October 14, 2026**

4. **REPORTS** - Actions taken by City Council and other items

5. **PRESENTATION ON PUBLIC HEARING** - Amendment to the Zoning Map from C-1 to C-2-3535 W 2550 S Parcels 150880019, 150880037, 150880038, and 150880050-Applicant Pascal Meyers

6. **PUBLIC HEARING -** Amendment to the Zoning Map from C-1 to C-2-3535 W 2550 S Parcels 150880019, 150880037, 150880038, and 150880050-Applicant Pascal Meyers

7. **DISCUSSION AND ACTION -** Amendment to the Zoning Map from C-1 to C-2-3535 W 2550 S Parcels 150880019, 150880037, 150880038, and 150880050-Applicant Pascal Meyers

8. **PRESENTATION ON PUBLIC HEARING** - Change to Title Land Usage 150.02 Land Use Authority, § 157.455-§ 157-480 Accessory Dwelling Unit (ADU), and Creation of § 151.20 Penalties and Fines for Non-Compliance

9. **PUBLIC HEARING -** Change to Title Land Usage 150.02 Land Use Authority, § 157.455-§ 157-480 Accessory Dwelling Unit (ADU), and Creation of § 151.20 Penalties and Fines for Non-Compliance

10. **DISCUSSION AND ACTION -** Change to Title Land Usage 150.02 Land Use Authority, § 157.455-§ 157-480 Accessory Dwelling Unit (ADU), and Creation of § 151.20 Penalties and Fines for Non-Compliance

11. **DISCUSSION AND ACTION** - Amendment to the Zoning Map from M-1 to R-3–2410 Hinckley Drive Parcel 080060075–2889 W 3775 S Parcel-Applicant Taylor Anderson

12. **DISCUSSION AND ACTION** - Subdivision Plat Amendment Approval–Clay's Ranchettes First Amendment–2889 W 3775 S Parcel 080330020-Applicant Thomas Creamer

13. **DISCUSSION AND ACTION** - Preliminary Subdivision Approval-Skyline Subdivision-2872 S 2700 W Parcel 150960020-Applicant Randy Smith

14. **DISCUSSION AND PRESENTATION** - 21 South Master Development Agreement-3rd Amendment-1920 S 1350 W Parcel 158050001-Applicant Brad Brown (Public Hearing for this item has been moved to November 10, 2026)

15. **WORKSHOP** - R-3 Zoning Ordinance Standards Update

16. **ADJOURNMENT**

Jamie Bengtson

Jamie Bengtson, Deputy Recorder

In compliance with the Americans with Disabilities Act, persons needing special accommodations, including auxiliary communicative aids and services, for this meeting should notify the city recorder at 731-4519 or by email: jamieb@westhavenut.gov at least 48 hours in advance of the meeting.

CERTIFICATE OF POSTING

The undersigned, duly appointed deputy recorder, does hereby certify that the above notice and agenda has been posted in the West Haven City Recorder's office; at the West Haven City Complex on the Notice Board on utah.gov/pmn/ and at westhavenut.gov; mailed and emailed to the West Haven City Planning Commission Chairman and each West Haven City Planning Commission Member who has email capacity and to the city attorney

WEST HAVEN PLANNING COMMISSION MEETING MINUTES

October 14, 2026 6:00 PM
City Council Chambers
4150 South 3900 West, West Haven, UT 84401

Present	
Jeff Reed	Chairman
Andrew Reyna	Vice Chairman
Linda Smith	Commission Member
Jennifer Streker	Commission Member
James Jenson	Commission Member
George LaMar	Commission Member
Excused	
Melinda Stimpson	Commission Member

6:00 Regular Planning Commission Meeting

1. **MEETING CALLED TO ORDER:** **Chairman Reed**
   Chairman Reed called the meeting to order at 6:00 PM and welcomed those in attendance.

2. **OPENING CEREMONIES**
   A. PLEDGE OF ALLEGIANCE **Vice Chairman Reyna**
   B. PRAYER/MOMENT OF SILENCE **Commission Member LaMar**

3. **ACTION ON MINUTES**
   A. Planning Commission Minutes **Meeting Held** **September 23, 2026**

   Vice Chairman Reyna made a motion to approve the September 23, 2026, minutes. **Chairman Reed** seconded the motion.

AYES:	Chairman Reed, Vice Chairman Reyna, Commission Member Streker, Commission Member Jenson, Commission Member Smith, Commission Member LaMar
NAYS:	
EXCUSED:	Commission Member Stimpson

4. **REPORTS** - Actions taken by City Council and other items
   Stephen Nelson said City Council approved the zoning map amendment at 2057 S 2700 W. He introduced the new City Attorney Mike Green and the new Deputy Recorder Jamie Bengtson. There will be a Transportation Open House at City Hall November 17, 2026, at 6:00 PM. There will be a training session with the Office of the Property Rights Ombudsman (OPRO) before the next Planning Commission Meeting on October 28, 2026, from 5:30PM-6:30PM. The regular Planning Commission meeting will start at 6:30PM after the joint meeting with OPRO.

5. **PRESENTATION ON PUBLIC HEARING** - Amendment to the Zoning Map from A-2 to C-2-3507 W 4000 S Parcel 080360040-Applicant Eric Rose
   Stephen Nelson said this is a rezone from A-2 to C-2 with the plans to develop the area into a Commercial zone. The developer's plan includes two fast food drive-through restaurants, a convenience store, inline retail, and a gas station. He said that staff has concerns regarding the plan as it's currently proposed. The application is in line with current Economic Development Plan and General Plan. He recommends approval with the conditions the site plan conforms with all applicable development standards, and the City's Development Review Committee approves of the site plan, civil engineering drawing, supplementary construction drawings prior to the

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final site plan approval, and official notice of Utah Department of Transportation (UDOT) approval of the plan set and access point.

6. **PUBLIC HEARING -** Amendment to the Zoning Map from A-2 to C-2-3507 W 4000 S Parcel 080360040-Applicant Eric Rose

Commission Member Jensen made a motion to enter into public hearing. **Commission Member Smith** seconded the motion.

AYES:	Chairman Reed, Vice Chairman Reyna, Commission Member Streker, Commission Member Jenson, Commission Member Smith, Commission Member LaMar
NAYS:	
EXCUSED:	Commission Member Stimpson

Chairman Reed invited the public up for comment.

Stacie Ludlow via email expressed concerns regarding drainage and flooding, traffic, noise pollution, and light pollution. She expressed health concerns in regards to gas stations within close proximity to residential areas. She asks for the city to establish a buffer between the commercial and residential zones. She expressed concern for her property value and quality of life for residents. She asks for independent review and documentation addressing her concerns before proceeding forward with the rezoning. She asks the Planning Commission to consider a less intensive zoning designation, and a larger residential buffer or additional enforceable development restrictions to protect the interests of current residents.

Tony Bagley via email expressed concerns about an increase in traffic. He suggested that 3375 W and 3275 W be developed past the dead end to create another outlet to 3500 W to alleviate traffic. He also expressed concern that the property values would decrease for nearby residents. He suggests adding a traffic light to 3500 W to help with traffic in Stone Creek Subdivision, but did not say which intersection. He is opposed to this development.

Andrew Ludlow expressed concerns regarding potential light pollution, flooding issues, noise pollution, storm drainage, and cumulative traffic impact. He would like to see results of a study before approval.

Commission Member Streker made a motion to leave the public hearing. **Commission Member LaMar** seconded the motion.

AYES:	Chairman Reed, Vice Chairman Reyna, Commission Member Streker, Commission Member Jenson, Commission Member Smith, Commission Member LaMar
NAYS:	
EXCUSED:	Commission Member Stimpson

7. **DISCUSSION AND ACTION** - Amendment to the Zoning Map from A-2 to C-2-3507 W 4000 S Parcel 080360040-Applicant Eric Rose

Stephen Nelson said that the developer would have to submit a full storm water plan as part of the site plan application. There is a light pollution code that dictates what is allowed and requires a lighting plan. Ordinance requires commercial properties next to residential to have a maximum height of 35ft for the structure and a 10ft setback. He said we have some noise pollution standards but most commercial businesses operate within those. UDOT would require a conditional access and a traffic impact study.

Chairman Reed said he does not want to approve this zoning map amendment without a report from UDOT.

Vice Chairman Reyna said that he does not see why we should not approve if it aligns with the general plan.

Commission Member Streker made a motion to recommend approval to the City Council the approval of the petition to amend the zoning map to change the zoning designation of the parcel 80360040, from A-2 to C-2, approximately 4.81 acres, located at 3507 W 400 S, finding the request complies with the General Plan and is compatible with surrounding land uses when the following conditions of approval are applied. The site plan will be brought into conformance with all applicable development standards, and each member of the City's Development Review Committee approves of the site plan, civil engineering drawings, and supplementary

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construction drawings prior to final site plan approval, and an official notice of Utah Department of Transportation of the plan set and access point. **Commission Member Smith** seconded the motion.

AYES:	Vice Chairman Reyna, Commission Member Streker, Commission Member Jenson, Commission Member Smith, Commission Member LaMar
NAYS:	Chairman Reed
EXCUSED:	Commission Member Stimpson

8. **PRESENTATION ON PUBLIC HEARING** - Amendment to the Zoning Map from M-1 to R-3-2410 Hinckley Drive Parcel 080060075-Applicant Taylor Anderson
Stephen Nelson said Taylor West Weber Water District requires access to their water storage tanks. Trail maintenance is maintained as depicted in the concept plan. There will need to be a sidewalk built along the frontage of Hinckley to connect to the Maverick. The applicant has discussed temporary access with UDOT, but does not currently have written approval to provide. Request of the application is consistent with the current general plan. The general plan designates the density for R-3, which is 12 units per acre. The applicant has filed a concept plan, but staff does not believe that the applicant has addressed or resolved the City Council's concerns.

9. **PUBLIC HEARING -** Amendment to the Zoning Map from M-1 to R-3-2410 Hinckley Drive Parcel 080060075-Applicant Taylor Anderson

Vice Chairman Reyna made a motion to enter into public hearing. **Commission Member Jensen** seconded the motion.

AYES:	Chairman Reed, Vice Chairman Reyna, Commission Member Streker, Commission Member Jenson, Commission Member Smith, Commission Member LaMar
NAYS:	
EXCUSED:	Commission Member Stimpson

Chairman Reed invited the public up for comment.

No one came up at this time.

Commission Member Smith made a motion to leave the public hearing. **Chairman Reed** seconded the motion.

AYES:	Chairman Reed, Vice Chairman Reyna, Commission Member Streker, Commission Member Jenson, Commission Member Smith, Commission Member LaMar
NAYS:	
EXCUSED:	Commission Member Stimpson

10. **DISCUSSION AND ACTION -** Amendment to the Zoning Map from M-1 to R-3-2410 Hinckley Drive Parcel 080060075-Applicant Taylor Anderson

Darlene Carter said that UDOT has revised their position and said that they will allow an emergency access. UDOT will not provide the letter allowing the emergency access without approval from the city for the zoning map amendment. They suggested this approval be conditioned with their approval of the emergency access.

Taylor Anderson said that the emergency access would be temporary until they can negotiate another access through the property to the north.

Chairman Reed expressed concerned that it is temporary/emergency access.

Commission Member LaMar asked what the definition of a crash gate is.

Darlene Carter said she is not sure what the requirements are for the temporary access will be from UDOT or the city.

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Commission Member Jensen said that everything is in good faith from the owner, and he is ok with the conditional approval for an access and a temporary access.

Vice Chairman Reyna asked how long before the conditions lapse.

Stephen Nelson said the code provides a year to comply with conditions.

Commission Member LaMar said that he did not know what the UDOT requirements for a temporary access are, and that makes him apprehensive to recommend approval.

Commission Member Smith said she wanted to make sure the City Council's concerns are addressed before approval.

Vice Chairman Reyna recommends tabling this item until they can define what the temporary access is and get UDOT's written approval.

Commission Member LaMar said he wants a definition of an emergency access. This would make him more inclined to recommend an approval with conditions.

Taylor Anderson clarified that the UDOT letter is not an approval. He said they would still have to go through the approval process outlined by UDOT.

Vice Chairman Reyna made a motion to table. **Commission Member Streker** seconded the motion.

AYES:	Chairman Reed, Vice Chairman Reyna, Commission Member Streker, Commission Member Jenson, Commission Member Smith, Commission Member LaMar
NAYS:	
EXCUSED:	Commission Member Stimpson

11. **DISCUSSION AND ACTION** - Subdivision Plat Amendment Approval–Cucereavii Subdivision First Amendment – 4077 W 4075 S Parcels 086740005, 086740006, 086740007, and 086740008-Applicant Vlad Gvozdicov
Damian Rodriguez said that the parcel is currently mixed use. The purpose of this amendment is to provide adequate right- of-way and turnaround. The applicant is implementing a 110ft cul-de-sac. This amendment is subject to the R-2 standards for setbacks. Staff recommends that the Planning Commission approve the proposed amended plat.

Commission Member Smith made a motion to approve the proposed first amended plat for the Cucereavii Subdivision, finding that the proposed amendment complies with all applicable standards of the zoning and subdivision ordinances. **Commission Member LaMar** seconded the motion.

AYES:	Chairman Reed, Vice Chairman Reyna, Commission Member Streker, Commission Member Jenson, Commission Member Smith, Commission Member LaMar
NAYS:	
EXCUSED:	Commission Member Stimpson

12. **DISCUSSION AND ACTION –** Preliminary Site Plan Approval-Mall-4125 S Midland Drive Parcel 087320004-Applicant Logan Johnson
Damian Rodriguez said this is zoned C-3 and the site plan is for a five-tenant building with two drive-throughs. This has been found compliant but has outstanding questions regarding traffic safety. Conditions of approval are all vehicles can turn around in drive-through, a traffic study and analysis are conducted, and freestanding signs adjacent to right-of-way needs to comply with the master plan. Staff recommends that the Planning Commission approve the proposed preliminary site plan, subject to the conditions of a vehicle path analysis provided for review, traffic impact study is conducted to verify that the impact is consistent with original traffic study, and all freestanding signs will comply with the sign package of the planned commercial center in which the site is located. Sign cannot be approved at this time.

Logan Johnson said when they did the traffic study for Dutch Bro's across the street, they included this area as well. He said that he would submit a vehicle turning template per the Planning Commission's request.

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Commission Member Jensen made a motion to approve the proposed preliminary site plan for a multi-tenant building at 4125 S Midland Dr, Parcel 087320004-Applicant Logan Johnson. With the following conditions: A vehicle path analysis is provided for staff review, a site-specific traffic study is conducted to verify whether the traffic impact of the proposal is consistent with the assumed site impact of the original traffic study, and all freestanding signs will comply with the signed package of the planned commercial center in which the site is located. **Commission Member Smith** seconded the motion.

AYES:	Chairman Reed, Vice Chairman Reyna, Commission Member Streker, Commission Member Jenson, Commission Member Smith, Commission Member LaMar
NAYS:	
EXCUSED:	Commission Member Stimpson

13. **DISCUSSION AND ACTION** - Final Site Plan Approval-Church-3057 S 2700 W Parcel 150930046-Applicant Lafe Harris

Damian Rodriguez said that this is an A-1 zone and a building of this type is permitted. The Preliminary Site was approved in May 2026. It meets the parking, landscaping, and site improvement requirements. Both of the conditions of exterior lighting and staff corrections have been satisfied. Staff recommends approval.

Commission Member Streker made a motion to grant final site plan approval for the West Haven, UT, North Stake Center at 3057 South 2700 West, finding that the proposed architectural and site development plans comply with the standards and regulations of the municipal ordinance. **Vice Chairman Reyna** seconded the motion.

AYES:	Chairman Reed, Vice Chairman Reyna, Commission Member Streker, Commission Member Jenson, Commission Member Smith, Commission Member LaMar
NAYS:	
EXCUSED:	Commission Member Stimpson

14. **DISCUSSION AND ACTION** - Subdivision Plat Amendment Approval-Wingspan Subdivision-2405 W Hinckley Drive Parcel 087130013-Applicant John Ryan

Stephen Nelson said applicant is seeking approval for an amendment of the plat to combine and re-subdivide the Wingspan subdivision to create two lots. He said that the site plan is not changing. This is just redefining the property boundaries for financing. Staff recommends approval.

Vice Chairman Reyna made a motion to approve the amended subdivision plat for Wingspan Subdivision 1st Amendment. **Chairman Reed** seconded the motion.

AYES:	Chairman Reed, Vice Chairman Reyna, Commission Member Streker, Commission Member Jenson, Commission Member Smith, Commission Member LaMar
NAYS:	
EXCUSED:	Commission Member Stimpson

15. **WORKSHOP** – Accessory Dwelling Unit Standards

Stephen Nelson said he made changes to address prior concerns on page 3. He said the largest changes are purpose and intent, appearance, and parking.

Chairman Reed said there was a typo on section 157.474, subsection "D" needs to be "C".

16. **WORKSHOP** – R-3 Zoning Ordinance Standards Update

Stephen Nelson said access standards for multi-family units need to be addressed per the City Council's request. He plans on implementing this in the site design standards.

Chairman Reed asks how live-work units will be enforced.

Stephen Nelson said you can do it through CCR's or deed restrictions. He will define that in the next draft of the ordinance.

Chairman Reed suggested clarifying the permitted uses table.

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Stephen Nelson agreed to clarify for the next draft.

Chairman Reed said on section 157.081 in the permitted use table the words "no visiting clientele" needs to be removed for one of the home occupations. He asked how many stories is 65ft. He would like no more than four stories permitted.

Stephen Nelson said he thinks 65ft is five stories but he can clarify it in the ordinance.

Chairman Reed suggested clarifying section 157.084 subsection D Unit Orientation. He said there are some corridors where the front door of the unit should not be facing the road.

Stephen Nelson said he can add a road classification, to better clarify.

17. ADJOURNMENT

Vice Chairman Reyna a motion to adjourn at 8:40PM. **Chairman Reed** seconded the motion.

AYES:	Chairman Reed, Vice Chairman Reyna, Commission Member Streker, Commission Member Jenson, Commission Member Smith, Commission Member LaMar
NAYS:	
EXCUSED:	Commission Member Stimpson

Jamie Bengtson
Deputy Recorder

Date Approved:

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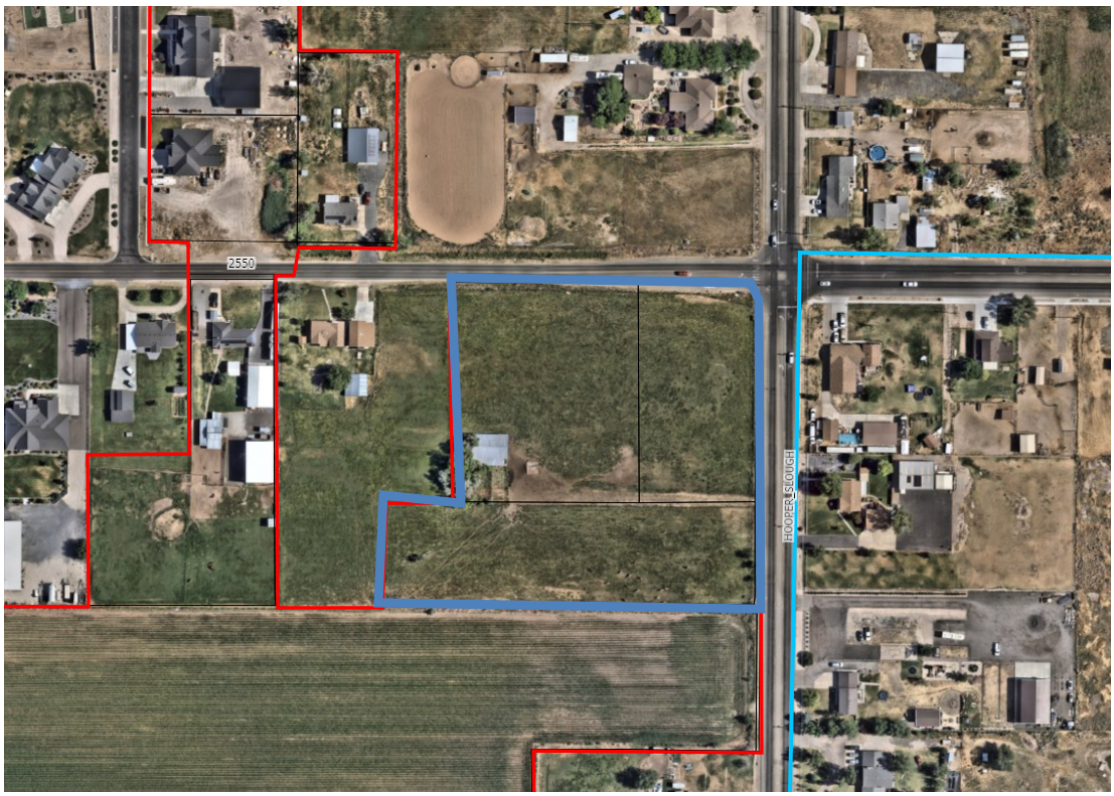
Planning Commission
Staff Review Memo
October 28, 2026

Stephen Nelson, Community Development Director

PETITION TO AMEND THE ZONING MAP

Request:	Approval of an amendment to the zoning map
Property Location:	Parcels 150880019, 150880037, 150880038, and 150880050 at approximately 3535 W 2550 S West Haven
Property Zone:	C-1
Property Size:	5.042 Acres
Applicant:	Pascal Myers, Applicant and Kevin Porter (OGDEN CLINIC PROFESSIONAL CORPORATION), Owner
Governing Document(s):	WHZC §157.705 through §157.715 and the West Haven General Plan
Decision Type:	Legislative
Staff Recommendation:	Discuss and make a recommendation to the City Council

Image 1: Site Aerial



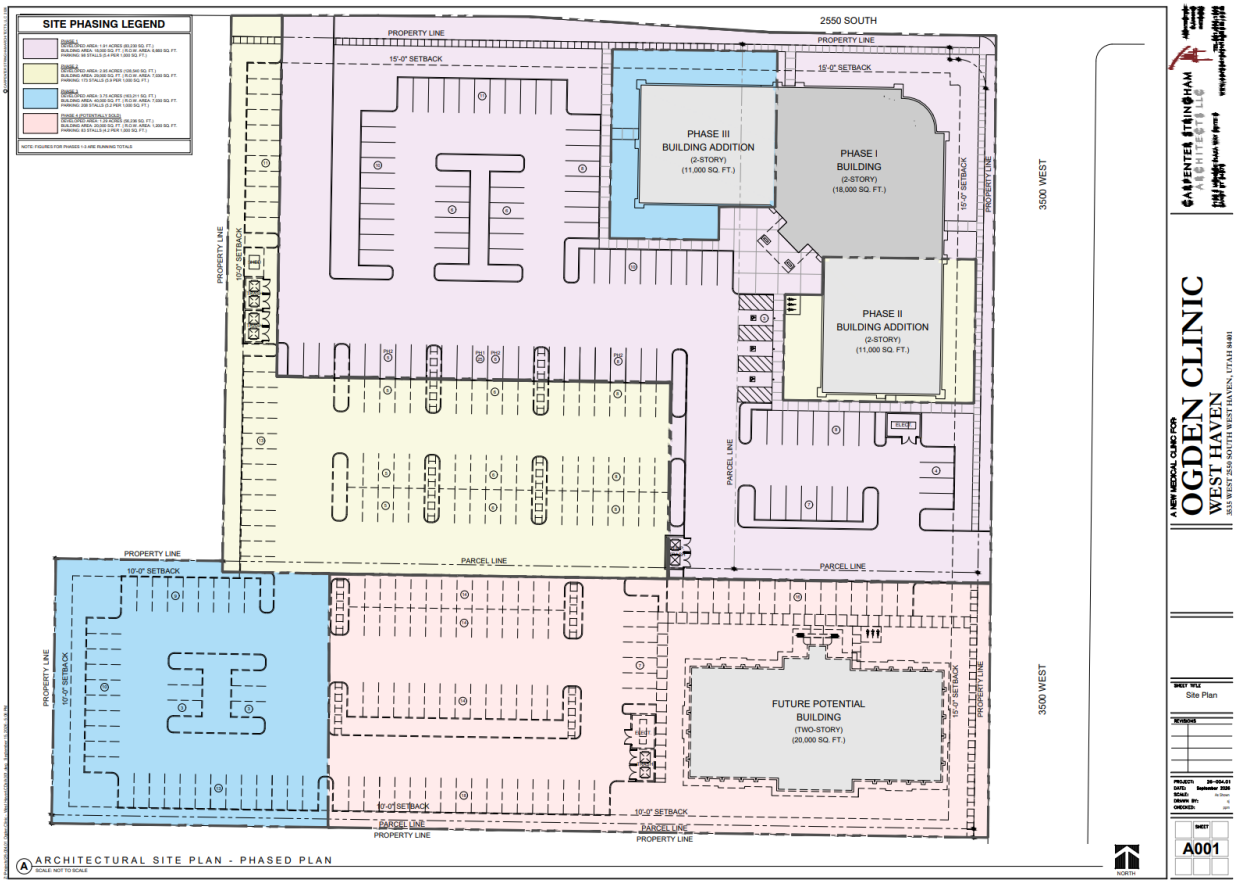
I. BACKGROUND

The applicant is seeking approval for a rezone application from C-1 to C-2. The stated purpose in the application is as follows:

> *The proposed project consists of approximately 60,000 square feet of professional medical clinic space on an undeveloped 5.042 site in phases as shown on the provided concept site plan.*

The applicant also provided the required concept plan, shown in Image 2 and attached to this packet. A medical clinic is allowed within both C-1 and C-2 Zones. One of the applicant's motivations, as expressed to City staff, is to allow construction of a two-story medical clinic. Currently, C-1 limits commercial height to 25 ft when adjacent to residential use, while C-2 allows 35 ft within 150 ft of residential and no restriction beyond that.

Image 2: Development Concept Plan



The existing zoning conditions of the subject property are as depicted in Image 3 below and expressed in Table 1 below. See Image 4 for the envisioned future zoning of the subject property and the contiguous properties.

Table 1: Zoning Designations of Contiguous Property

Direction	Zone	Current Use
North	Unincorporated County (A-1)	Single Family and Agriculture
East	Unincorporated County (A-1)	Single Family and Agriculture
South (across Hinckley)	A-1	Undeveloped and Agriculture
West	A-2 and Unincorporated County (A-1)	Single Family Home

Image 3: Current Zoning Conditions – WHC Zoning Map, Vicinity of subject property



II. STAFF REVIEW

Staff's review of the subject petition to amend the zoning map, as it pertains to the requirements of the West Haven Zoning Code, is as follows:

Note that in this section, the verbatim language of the West Haven City Zoning Code is in grey italics. Staff do not provide findings for each consideration below, but only for those considerations that were found to be immediately relevant to the subject petition.

Zoning Difference

The C-1 Zone is a neighborhood commercial zoning, designed to provide limited commercial services within neighborhood areas. This zone has more restrictions on building height, setbacks, and uses than other commercial zones. The stated purpose of the C-1 Zone is as follows:

§ 157.290 PURPOSE AND INTENT. (A)

(1) For the C-1 Zone: Neighborhood Commercial Zone is intended to provide commercial services to an area of limited size for basic trade and personal services which occur regularly or frequently. The major market area for this Zoning District is the adjacent residential areas. This type of zoning district should be located at the intersection of arterial or collector streets. It services both pedestrian and vehicular traffic.

C-2 Zone is a community commercial zone and is designed to provide a range of commercial uses greater than that of C-1. It has fewer restrictions on uses, setbacks, and building heights. The stated purpose of the C-2 Zone is as follows:

§ 157.290 PURPOSE AND INTENT. (A)

(2) For the C-2 Zone: Community Commercial Zone is to provide a range of commercial uses greater than that of the C-1, but at a lower intensity than the C-3 Regional Commercial Zone. The basic market for this Zoning District is vehicular-oriented. This type of zoning district is best located at the intersection of arterial streets.

The full zoning standard for C-1 and C-2 can be found in West Haven City Code § 157.290-§ 157.296.

§157.707 Petition Procedure

The West Haven City Zoning Code provides the following four procedural elements (A through D below) for the Planning Commission and City Council to consider when reviewing a petition to amend the Zoning Map.

(A) The city procedure for processing rezoning petitions for multiple-family (over eight) dwellings, mixed use, recreational resort, commercial, and industrial developments requires a petitioner to submit, as part of the rezoning petition, a concept development plan and to specify the general land uses and the general site and building arrangements which will occupy the property and the general time frame and phasing of development if rezoning is granted.

Finding: The applicant provided a development concept that specifies the general land use and general building arrangements. The concept plan generally complies with uses and shows a mixture of buildings, parking, and landscape areas.

The attached concept plan is purely conceptual, and the City does not approve a site plan as part of a rezone petition. Staff has not vetted the concept for full technical compliance with zoning development standards, the International Fire Code, Engineering standards, or utility capacities. Based on an initial review, staff anticipates the site plan may need changes if the zone change is approved and the applicant proceeds with a site plan application.

Image 4: General Plan Map, Vicinity of subject property



(B) Planning committees and neighboring property owners will be notified not only of the rezoning petition, but also of the general details of what is proposed and how and when it will be located on the property. The notice of public hearing before the City Council shall also contain the same development information.

Findings: The City has mailed out the proper notices as required with the provided concept plan.

(C) The Planning Commission and the City Council will consider whether the petition should be approved or disapproved based upon the merits and compatibility of the proposed project with the master plan and surrounding land uses, and its impact on the surrounding area.

Finding: The General Plan map shows this area as C-1 use, which matches the current zoning designation, and not the requested zone change. The applicant seeks to build a medical clinic, which is permitted in both C-1 and C-2 zones, as shown below.

§ 157.294 USES.

Use	*C-1*	*C-2*	*C-3*
Clinics, medical or dental	*P*	*P*	*P*

Staff understands that the applicant wants to build a two-story medical clinic with no inpatient beds. Under the C-1 zone, the maximum building height would likely be 25ft. A change to C-2

would allow the maximum height of any structure within 150 ft of a residential use to 35 ft. This 10-foot increase would allow the applicant to build a two-story structure. Within West Haven City, A-1, A-2, and other residential zones also have a maximum building height of 35 ft.

§ 157.291 SITE DEVELOPMENT STANDARDS.

Site Development	***C-1***	***C-2***	***C-3***
Building height			
Maximum	35 ft.; 25 ft. when adjacent to residential	35 ft. when adjacent to residential, no restriction if 150 ft. from residential	None
Minimum	1 story	1 story	1 story

(D) The Planning Commission and City Council will consider also whether the proposed development, and in turn the petitioned for rezoning, is needed to provide a service or convenience brought about by changing conditions, and which therefor promotes the public welfare. They may require changes in the concept plan in order to achieve compatibility and may impose any conditions to lessen, or eliminate, adverse impacts.

Finding: The petition and its associated development concept may promote public welfare and could be appropriate and compatible with surrounding land uses. Medical services are generally considered a needed community resource, providing better or additional access to health care services. However, these services must be balanced with community impacts. The rezone could increase building size by allowing a second floor.

In addition, the rezone could allow other C-2 uses, including hospitals or more intensive commercial uses. The zone change, unless done through a conditional zone change or development agreement, would allow the property to develop under C-2 standards.

§157.708-709 Concept Development Plan

§ 157.708 CONCEPT DEVELOPMENT PLAN.

The plan to be submitted with a rezoning petition shall indicate general land use types, approximate locations, and arrangements of buildings, structures, and facilities and general open space, parking, access, and traffic patterns, and shall be regarded as a concept plan only, with more specific development plans to be reviewed by the city at a later date as part of its site plan design review, conditional use approval, and building permit issuance process. The information shown on the concept plan may vary in detail depending on the scale of project. Small scale projects shall be more detailed than large scale projects, which may be described in broad general terms in plan and/or narrative form.

(Prior Code, § 52.08) (Ord. 2-92, passed - -1992)

§ 157.709 CONCEPT DEVELOPMENT PLAN ATTACHED TO REZONING.

At the time of rezoning approval by the City Council, the concept development plan is also approved and becomes attached to the rezoning and the rezoned land. The petitioner/owner, and any assigns or successors in interest, becomes committed to develop only in accordance with the proposals outlined in the plan, and any materially-different concept, use, building arrangement, and the like will not be approved, nor will building permits be issued, by the city until and unless such plan is amended by the City Council after recommendations of the Planning Commission and after public hearing, as per the procedure followed for original approval. If the city denies such changes or amendments, and/or the concept plan is abandoned, the city may institute steps to revert the zoning to its former or other appropriate zone as herein outlined.

Findings: The applicant has submitted a concept plan as required by this ordinance. The concept plan shows the basic layout. As noted above, the concept plan generally complies with West Haven standards, but a full site plan review has not occurred, and changes may be anticipated. Approval of the rezone should also include approval of the Concept Plan.

§157.715 City Zoning Alternative Actions

The zoning code also provides the City Council with discretion within the following parameters defined below. Note again that staff do not provide commentary on each factor of consideration in the code below; findings are provided only for those considerations found to be immediately relevant to the proposal.

(A) In all rezoning petition considerations, the City Council, after considering the recommendations of the Planning Commission and after holding the required public hearing(s), may take any of the following final alternative actions:

(1) (a) Where a concept development plan is required as provided for in this subchapter, the City Council may approve rezoning and concurrently approve a concept plan for the development of the petitioned for property, in whole or in part, with or without changes or conditions, and adopt an ordinance rezoning the property, or the city may, by motion, grant conditional zoning approval, with the rezoning to become effective by passage of an ordinance at a future date when more detailed development plans and/or other information have been approved by the city;

(b) The action of division (A)(1) above represents a zoning commitment by the city with fulfillment based upon a petitioner's future, more complete proposals for development;

(c) Conditional zoning approval shall be valid for a period of one year or such other time period as set by the City Council. Upon the expiration of such period of time, the City Council, after due consideration of additional material submitted, shall either grant an extension of time or rescind its conditional approval and deny the rezoning petition;

(2) The City Council may grant or deny a rezoning petition outright in whole or in part. They may require the petitioner to execute a development agreement with the city where they deem it appropriate and necessary; and

(3) The City Council may rezone, or agree to rezone, the subject land to any other zone or zones deemed more appropriate when considering the master plan, citizen's comments, and other factors, and which may allow some, or all, of the petitioner's requested uses.

Findings: The applicant has provided a concept plan, which the City may consider a zoning approval with conditions or require a development agreement. This may be an option if the City wants to consider the zone change but limit C-2 zoning's potential impact. This could take two paths.

Conditional Zoning. The code allows, "the city may, by motion, grant conditional zoning approval, with the rezoning to become effective by passage of an ordinance at a future date when more detailed development plans and/or other information have been approved by the city" which "represents a zoning commitment by the City with fulfillment based upon a petitioner's future, more complete proposals for development". This conditional zoning is valid for a period of one year, unless otherwise determined by the City Council. This would require the applicant to submit a more detailed site plan to satisfy the zone-change condition, which the City Council would need to review and approve.

Development Agreement. The City could require the developer to enter into a development agreement with the City that sets out the terms of approval. This would limit uses on the property according to terms agreed upon by the City and the applicant.

Approval Outright. If the City determines that the rezone is "in the best interests of the general public," it may approve the zoning amendment without conditions, even if the request does not comply with the General Plan map (See Section B below).

The Planning Commission could recommend one of these paths, with specific conditions.

(B) The City Council, upon its own initiative and after receiving the recommendation of the Planning Commission, may zone or rezone land:

(1) Where it is determined to be in the best interests of the general public;

(2) As a result of amendments to the county master plan, in order to achieve consistency; or

(3) Where changed conditions, public attitudes, or lifestyles so indicate a need.

III. RECOMMENDATIONS

Staff recommends that the Planning Commission consider the zone change and its possible impacts. The Commission should consider the public interest, the need for these services in the City, the concept plan, the current General Plan, and the General Plan update.

IV. POSSIBLE MOTION

Recommend approval with conditions: Motion to recommend to the City Council the approval of the petition to amend the Zoning Map and concept plan to change the zoning designation of

the parcel 150880019, 150880037, 150880038, and 150880050 from C-1 to C-2, approximately 5.042 acres, located at 3535 W 2550 S, that it is in the public interest and welfare and is compatible with surrounding land uses when the following conditions of approval are applied:

- The applicant material follows the site plan
- The use shall be confined to a medical clinic
- [List Any Other Conditions]

Recommend approval: Motion to recommend to the City Council the approval of the petition to amend the Zoning Map and concept plan to change the zoning designation of the parcel 150880019, 150880037, 150880038, and 150880050 from C-1 to C-2, approximately 5.042 acres, located at 3535 W 2550 S, that it is in the public interest and welfare and is compatible with surrounding land uses.

[List any other recommendations or findings]

Recommend denial: Motion to recommend to the City Council denial of the petition to amend the Zoning Map to change the zoning designation of parcels 150880019, 150880037, 150880038, and 150880050 from C-1 to C-2, approximately 5.042 acres, located at 3535 W 2550 S.

[List considerations for denial or findings]

Table Application for Further Consideration: Motion to table the petition to amend the Zoning Map to change the zoning designation of the parcels 150880019, 150880037, 150880038, and 150880050 from C-1 to C-2, approximately 5.042 acres, located at 3535 W 2550 S.

[List reasons for tabling the item]

West Haven Licensing and Permitting

Printed: 10/22/2026

3535 West 2550 South

10/02/2026 - 10/01/2027

Zoning Map Amendment

General

Permit/License #
0213370

Reference Number
81e10450-bd10-11f1-a774-cd552a93a5d9

Application Status
Under Review

Status
Active

Application Review Status

Pre-Review	Complete	Date Submitted
This application has been accepted for further review.		09/30/2026
Planning Commission	Not Reviewed	
City Council	Not Reviewed	
Final-Review	Not Reviewed	

Fees

Commercial Zone Amendment Fee 3	$200.42
Subtotal	**$200.42**
Processing Fee	**$7.01**
Total	**$207.43**
Amount Paid	**$207.43**
Total Due	**$0.00**

Payments

10/02/2026	Online	$200.42
Total Paid		**$207.43**

Application Form Data

(Empty fields are not included)

Planning Commission Date
10/28/2026

First Name
Pascal

Last Name
Meyer

Phone
[redacted]

Email
[redacted]

Address
9133 South Monroe Plaza Way

City
SANDY

State
UT

Zip Code
84070-4613

Is the applicant different from the property owner?
Yes

First Name
Kevin

Last Name
Porter

Owner Phone
[redacted]

Owner Email
[redacted]

Address
1378 E 6000 S

City
South Ogden

State
UT

Zip Code
84405

Upload Owner Authorization Form
Ogden Clinic West Haven - Owner - Agent Affidavit (signed).pdf

Property Address

3535 West 2550 South

Parcel Number(s)

150880019, 150880037, 150880038, 150880050

Total No. of Acres

5.042

Current Zoning (select all that apply)

C-1

Proposed Zoning (select all that apply)

C-2

Describe Project and Requested Use

The proposed project consists of approximately 60,000 square feet of professional medical clinic space on an undeveloped 5.042 site in phases as shown on the provided concept site plan.

Concept Plan: Reguired for all multi-family, mixed use, commercial, and industrial zone change applications

Ogden Clinic West Haven - Proposed Site Plan (9-30-26).pdf

Signature

I agree that the facts stated in this application are true, and upon changes I will provide notification as needed.

Please be aware of scammers requesting payments outside of the system. All payments for this application will either be made within your applicant portal, or in the West Haven Offices. Please check in with staff if you receive any other requests for money transfers.

Electronically Signed

Pascal P. Meyer - 09/30/2026 2:50 pm

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SITE PHASING LEGEND

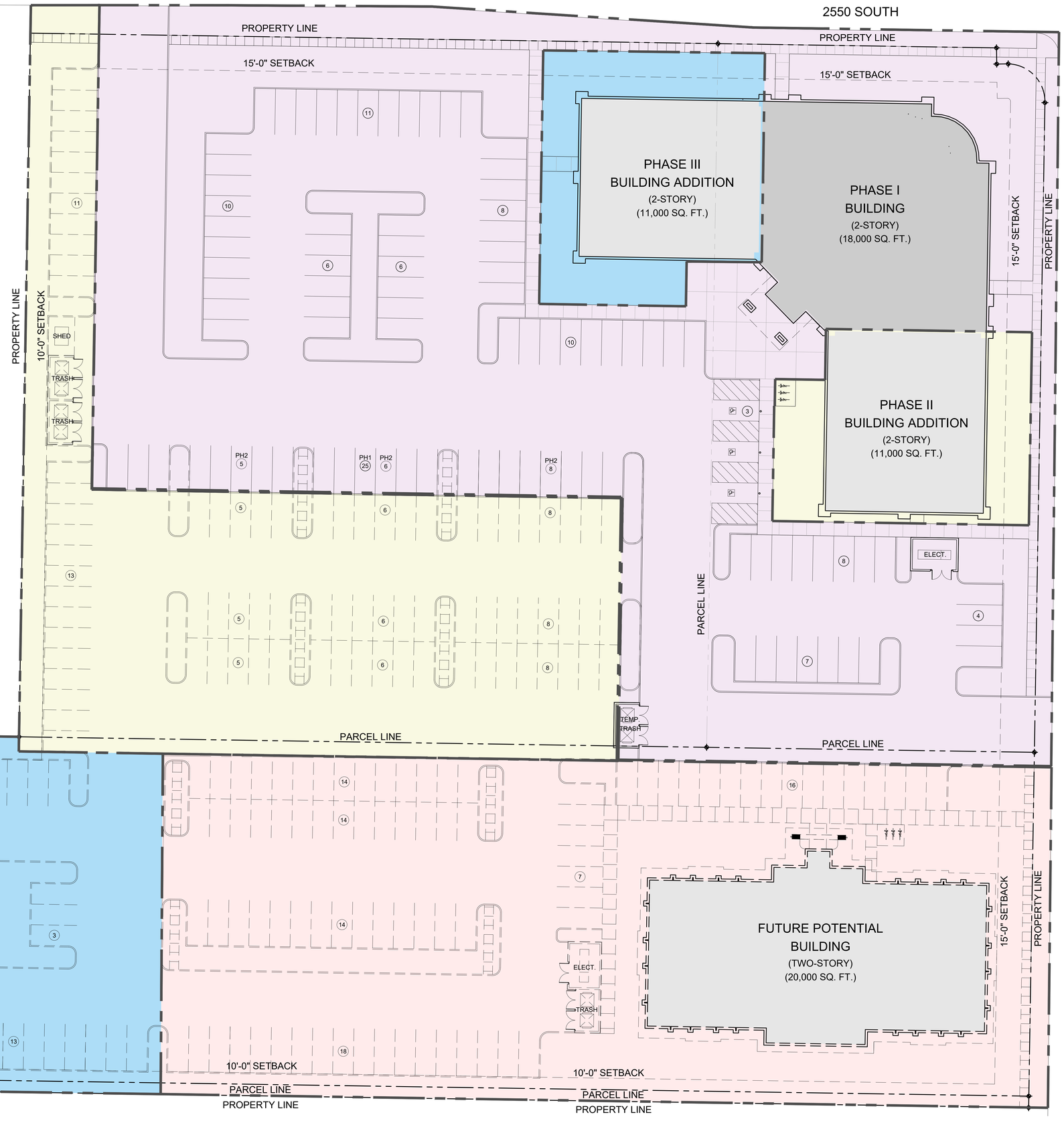
PHASE 1
DEVELOPED AREA: 1.91 ACRES (83,230 SQ. FT.)
BUILDING AREA: 18,000 SQ. FT. | R.O.W. AREA: 6,660 SQ. FT.
PARKING: 98 STALLS (5.4 PER 1,000 SQ. FT.)

PHASE 2
DEVELOPED AREA: 2.95 ACRES (128,540 SQ. FT.)
BUILDING AREA: 29,000 SQ. FT. | R.O.W. AREA: 7,030 SQ. FT.
PARKING: 173 STALLS (5.9 PER 1,000 SQ. FT.)

PHASE 3
DEVELOPED AREA: 3.75 ACRES (163,211 SQ. FT.)
BUILDING AREA: 40,000 SQ. FT. | R.O.W. AREA: 7,030 SQ. FT.
PARKING: 208 STALLS (5.2 PER 1,000 SQ. FT.)

PHASE 4 (POTENTIALLY SOLD)
DEVELOPED AREA: 1.29 ACRES (56,236 SQ. FT.)
BUILDING AREA: 20,000 SQ. FT. | R.O.W. AREA: 1,200 SQ. FT.
PARKING: 83 STALLS (4.2 PER 1,000 SQ. FT.)

NOTE: FIGURES FOR PHASES 1-3 ARE RUNNING TOTALS



A ARCHITECTURAL SITE PLAN - PHASED PLAN

SCALE: NOT TO SCALE

NORTH

CARPENTER STRINGHAM ARCHITECTS LLC
ARCHITECTURE PLANNING INTERIORS
9133 S MONROE PLAZA WAY SUITE D
SANDY UT 84070
TEL: 801.890.1092
www.carpenterstringham.com

A NEW MEDICAL CLINIC FOR:

OGDEN CLINIC
WEST HAVEN
3535 WEST 2550 SOUTH WEST HAVEN, UTAH 84401

SHEET TITLE
Site Plan

REVISIONS

PROJECT:	26-004.01
DATE:	September 2026
SCALE:	As Shown
DRAWN BY:	sj
CHECKED:	ppm

SHEET
A001

Z:\Projects\26-004.01 Ogden Clinic - West Haven\CD\sA001.dwg, September 15, 2026 - 5:06 PM

Planning Commission
Staff Review Memo

October 28, 2026

Stephen Nelson, Community Development Director

ADU STANDARDS UPDATE

Proposal:	Discussion ADU Standards
Ordinance Section:	**§ 157.455-157.480**
Applicant:	The West Haven City Development Review Committee and City Attorney
Decision Type:	Legislative
Staff Recommendation:	Discussion

I. BACKGROUND

West Haven staff, based on a recommendation from the Planning Commission and an update to state code, proposes a few changes to the ADU Ordinance and supporting code sections. State law recently changed, requiring qualifying cities to allow both internal and detached ADUs, which sets standards that West Haven must follow. You can read the state code at the links below.

10-21-303 Internal Accessory Dwelling Units
10-21-304 Detached Accessory Dwelling Units

West Haven code is largely compliant but needs one or two updates to be fully compliant with state law, including:

- Update to the City's parking requirements for ADUs. This change is from bedrooms to square footage.
- Provide a process for conversions of existing buildings to detached ADUs

The Planning Commission has also requested that the City remove the CUP process for obtaining an ADU permit for detached ADUs larger than 1,200 sq. ft. or with reduced setbacks. Staff has removed that section from the draft ordinance. As the Planning Commission and staff have worked through the ordinance together, we have identified several other recommended updates. The following section summarizes those changes.

II. OTHER NEW UPDATES

The following are updates from the last meeting. The new items are highlighted in the attached draft. I have included some state code references in the changes described; links to the sections are above. 2

- **§ 157.465 PURPOSE AND INTENT.** Added Moderate-income housing language into the draft.
- **§ 157.46 APPEARANCE.** Added clarification on how a detached ADU must be compatible with a primary dwelling, including that a unit must meet three of five criteria.
- **§ 157.463 SIZE.** Changed the maximum size from 1,200 sq. ft. to 1,400 sq. ft. Clarified that any addition to a single-family home for an ADU shall comply with underlying zoning standards. See state code **10-21-303(1)(b).**
- **§ 157.467 PARKING.** Provided a description of what tandem parking is. Clarified that two spaces are required when the detached ADU is 650 sq. ft. or larger, and a single parking space is required for all other ADUs. See state code **10-21-303(3)(C)(i)** and **10-21-304(3)(b-c)**
- **§ 157.469 BUILDING CODE.** Added a section stating that buildings shall comply with the West Haven Nonconforming Building and Use Code
- **§ 157.472 NOT INTENDED FOR SALE.** Changed the language as recommended by the Planning Commission and City Attorney.
- **§ 157.473 ACCESSORY DWELLING UNIT PERMIT and § 150.02 LAND USE AUTHORITY.** Clarified that the Community Development Director would be the land use authority for ADU permits.
- **§ 157.474 FAILURE TO COMPLETE AND OBTAIN A LAND USE PERMIT.** Added a section requiring any new ADU construction to obtain a building permit.
- **§ 157.477 MANUFACTURED HOUSE, MOBILE HOME, AND MOTOR HOMES.** Added a sentence allowing per-sectionalized and prefabricated units for detached ADUs if they are placed on a permanent foundation, meet building code, and comply with the standards within that chapter.
- **§ 157.479 USE REGULATIONS.** Removed this section completely since it repeated standards found within this and other sections.
- **§ 151.20 PENALTIES AND FINES FOR NON-COMPLIANCE.** Proposed draft language regarding consequences for construction without a building permit. This section would be placed in the same section of City code that has adopted the building code.

III. RECOMMENDED ACTION

Staff recommends that the Planning Commission discuss the proposed changes, their possible impacts, and compliance with state legislation. Staff also recommends that the Planning Commission consider any public comments received.

IV. POSSIBLE MOTION

Recommend approval: Motion to recommend to the City Council the approval of the proposed changes to the following sections of code § 157.455- § 157-480, § 151.20, and § 150.02, find that the changes comply with recent changes in state legislation, and that these changes help support the creation of moderate-income housing and additional housing units within the City, and provide clarification of city standards for the construction and creation of accessory dwelling units.

[List any other recommendations or findings]

Recommend approval with conditions: Motion to recommend to the City Council the approval of the proposed changes to the following sections of code § 157.455- § 157-480, § 151.20, and § 150.02, find that the changes comply with recent changes in state legislation, and that these changes help support the creation of moderate-income housing and additional housing units within the City, and provide clarification of city standards for the construction and creation of accessory dwelling units, when the following conditions of approval are applied:

[List any conditions, recommendations, or findings]

Recommend denial: Motion to recommend to the City Council denial of the proposed changes to the following sections of code § 157.455- § 157-480, § 151.20, and § 150.02.

[List considerations for denial or findings]

Table Application for Further Consideration: Motion to table the proposed changes to the following sections of code § 157.455- § 157-480, § 151.20, and § 150.02.

[List reasons for tabling the item]

§ 150.02 LAND USE AUTHORITY.

The following bodies shall serve as the land use authority for the following applications.

*Land Use Authority***	*Land Use Application****
City Council	Ordinance or ordinance amendment
	Zone changes
	Modification of city rights-of-way and easements
	General Plan or General Plan amendments, including master plans
	Master development agreements
	Annexation
Planning Commission	Preliminary subdivision plans
	Final subdivision plans
	Subdivision plat amendments
	Preliminary site plans
	Conditional use permits
	Final site plans
City Engineer and Community Development Director*	Subdivision improvement plans
	Site plan improvement plans
	Boundary adjustments
Community Development Director*	Sign permit
	Accessory Dwelling Unit Permits

Building Official*	Building permits
Hearing Officer	Land use appeals
	Variances
*In the absence, the City Manager may temporarily appoint an alternate to serve in their role.	
**This is a summary of each body s land-use authority. For full details of each body s approval authority, refer to the respective code and application process as defined in this title.	
***Other land use applications are not listed in this table. The land use authority is defined within those governing sections.	

§ 151.20 PENALTIES AND FINES FOR NON-COMPLIANCE

A) Authority and Violations.

1. It shall be unlawful for any person, firm, or corporation to commence, construct, alter, repair, move, or demolish any structure without first obtaining a required building permit from the City as required by the building code. The Building Official, or their authorized designee, is empowered to issue written stop-work orders, notices of violation, and assess civil administrative penalties for any work commenced without a permit.

2. It shall be unlawful for any person, firm, or corporation to continue to construct, alter, repair, move, or demolish any structure without passing inspection(s) as required by the building code. The Building Official, or their authorized designee, is empowered to issue written stop-work orders, notices of violation, and assess civil administrative penalties for any work commenced in violation as outlined above, or without an active permit
3. It shall be unlawful for any person, firm, or corporation to commence, construct, alter, repair, move in violation of the setback requirements as outlined by the building code. The Building Official, or their authorized designee, is empowered to issue written stop-work orders, notices of violation, and assess civil administrative penalties for any work commenced in violation of the code.

(B) Penalties. Any property owner, contractor, or agent who performs work without a required building permit, or who fails to comply with a notice of violation within the timeframe specified therein, shall be guilty of a Class B misdemeanor. Each day that a violation continues after due notice has been served shall constitute a separate offense.

(C) Recordation of Notice of Noncompliance. If an owner fails to obtain the required permit or remediate the violation within thirty (30) days following written notice, the City Manager or Building Official may cause a Notice of Noncompliance to be recorded with the County Recorder against the property. The City shall record a release of the notice upon full compliance and payment of all applicable fees and penalties.

ACCESSORY DWELLING UNIT (ADU)

§ 157.455 DEFINITION.

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

ACCESSORY DWELLING UNIT (ADU). A subordinate dwelling, which has its own eating, sleeping, and sanitation facilities which is:

(1) Within or attached to a single-family residential building; or

(2) Within a detached accessory structure associated with a single-family dwelling.

(Prior Code, § 33.02) (Ord. 11-2020, passed 5-6-2020)

§ 157.456 PURPOSE AND INTENT.

(A) The purpose and intent of this subchapter is to recognize the residential character of the city and to provide for moderate-income housing and supplementary living accommodations in the community, as well as provide for supplementary income opportunities of property owners.

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(B) These provisions are intended to provide for moderate-income ~~affordable~~ housing and additional housing options with reasonable limitations to minimize the impact on neighboring properties and neighborhoods, and to promote the health, safety, and welfare of the property owners and residents of accessory dwelling units.

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(Prior Code, § 33.04) (Ord. 11-2020, passed 5-6-2020)

§ 157.457 OWNER OCCUPIED.

(A) No accessory dwelling unit shall be created, established, or occupied in a single-family dwelling unless the owner of the property occupies either a portion of the main dwelling or a detached accessory unit on the same single-family lot. For the purpose of this section, the term ***OWNER OCCUPIED*** shall be defined as full-time residency within the home by the bona fide property owner(s) for more than 275 days in every calendar year.

(B) Owner occupancy for a dwelling with an accessory dwelling unit shall not be required when:

(1) The owner cannot live in the dwelling because of a bona fide temporary absence of three years or less for a temporary job assignment, sabbatical, or voluntary service;

(2) The owner was living in the dwelling immediately prior to leaving for the temporary job assignment, sabbatical, or voluntary service; and

(3) The owner intends to make the dwelling his or her primary place of residence upon returning from the temporary job assignment, sabbatical, or voluntary service.

(Prior Code, § 33.06) (Ord. 11-2020, passed 5-6-2020)

§ 157.458 DWELLING UNIT OCCUPANCY.

The occupants of an accessory dwelling unit shall be limited by one of the following family categories:

(A) One person living alone;

(B) Two or more persons all related by blood, by marriage, by adoption, by legal guardianship, or foster children;

(C) Up to four unrelated persons living as a single housekeeping unit;

(D) Any of the above categories plus a temporary guest. A ***TEMPORARY GUEST*** is defined as a person who stays with a family for a period of less than 14 days within any rolling one-year period and does not utilize the dwelling as a legal address for any purpose; and

(E) For purposes of the definition of family, the term ***RELATED*** shall mean a spouse, parent, child, stepchild, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, first cousins, great-grandparent, and great-grandchild. The term ***RELATED*** does not include other, more distant relationships.

(Prior Code, § 33.08) (Ord. 11-2020, passed 5-6-2020)

§ 157.459 ZONES.

An accessory dwelling unit which meets subchapter requirements may be allowed in a single-family dwelling unit or in a detached accessory structure within any zone upon a single-family lot. No accessory dwelling unit may be allowed in any multiple-family dwelling or multiple-family lot, or on any lot that cannot satisfy the parking, setback, or lot coverage requirements.

(Prior Code, § 33.10) (Ord. 11-2020, passed 5-6-2020)

§ 157.460 NUMBER OF ACCESSORY DWELLING UNITS.

A maximum of one accessory dwelling unit shall be allowed in each owner-occupied single-family dwelling, or in a detached accessory structure associated with a single-family dwelling.

(Prior Code, § 33.12) (Ord. 11-2020, passed 5-6-2020)

§ 157.461 LOCATION AND TYPE.

(A) Accessory dwelling units may be allowed within or attached to the main residential dwelling (basement or addition), over the garage (attached or detached), or in a detached accessory structure (cottage home, or guest house).

(B) Accessory dwelling units as an addition to a primary dwelling shall meet all minimum setback standards required for the primary dwelling.

(C) Behind the primary dwelling, an accessory dwelling unit within an accessory structure must meet the minimum of side yard required by the zone for the primary dwelling and a rear yard setback of 20 feet, unless no windows, doors, or other openings are adjacent to the property line, in which case the allowed setback shall be 15 feet.

(D) Adjacent to the primary dwelling, an accessory dwelling unit within the side yard of the primary dwelling is required to meet the same front, side, and rear yard setback as the primary dwelling.

(E) Second-story accessory dwelling units, an accessory dwelling unit located in an accessory structure, may only be located on a second story if the structure meets the same minimum standards in the zone for height, as well as front, side, and rear setback, as the primary dwelling.

(Prior Code, § 33.14) (Ord. 11-2020, passed 5-6-2020)

§ 157.462 APPEARANCE.

(A) Single-family residences with interior accessory dwelling units shall retain the appearance of a single-family home.

(B) ~~An accessory dwelling unit in an accessory structure shall be designed so that, to the degree reasonably feasible, the appearance of the building is compatible with the architectural components of the primary dwelling unit~~ Detached ADUs shall be architecturally compatible with the primary single-family dwelling. Compatibility shall be demonstrated by matching the primary structure in at least three (3) of the following five (5) elements:

a. Exterior siding material,
b. Primary roof pitch and style,
c. Roofing material,
d. Architectural trim width and style around windows and doors, and
e. Overall exterior color palette ~~(for example, exterior materials, color, and roof pitch).~~

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(Prior Code, § 33.16) (Ord. 11-2020, passed 5-6-2020)

§ 157.463 SIZE.

(A) ~~(A)~~ Internal and Attached Accessory Dwelling Units

1. *Basement dwelling units.* Shall be permitted to occupy the entirety of the basement of the primary home regardless of area or bedroom count; and
2. *Any addition to a single-family home for an ADU shall comply with the underlying zoning setbacks, height, and lot coverage requirements.*

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(B) *Accessory dwelling units (detached structures).* The gross living area (GLA) ~~size~~ of an accessory dwelling unit shall be at least 300 square feet and shall not exceed 1,~~42~~00 square feet, and be limited to no more than three bedrooms. The GLA shall not apply to attached garage area dedicated for parking.

(Prior Code, § 33.18) (Ord. 11-2020, passed 5-6-2020)

§ 157.464 LOT COVERAGE.

(A) The combined building coverage for the detached accessory dwelling units, main dwelling, and additional accessory buildings may not be larger than the maximum coverage allowed in the zone for the lot and rear yards.

(B) The coverage may not exceed 35% of the total lot size.

(Prior Code, § 33.20) (Ord. 11-2020, passed 5-6-2020)

§ 157.465 BUILDING ENTRANCES.

A new single-family structure approved with an accessory dwelling unit attached to, or detached from, the main dwelling unit shall have a separate, accessible entrance or

~~(C)~~ ~~5.~~ The minimum width of parking areas and driveways shall be paved with concrete or asphalt.

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(Prior Code, § 33.26) (Ord. 11-2020, passed 5-6-2020)

§ 157.468 SEPARATE LIVING AREAS.

An accessory dwelling unit must provide living areas for eating, sleeping, and sanitation facilities separate from the principal dwelling unit.

(Prior Code, § 33.28) (Ord. 11-2020, passed 5-6-2020)

§ 157.469 BUILDING CODE.

(A) All construction and remodeling shall comply with building codes and ordinance requirements in effect at the time of construction or remodeling, in accordance with Utah State Code § 10-9a-511.5, "Changes to Dwellings–Egress Windows."

(B) ~~(B)~~ A certificate of occupancy must be obtained for an ADU before it can be occupied.

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(C) Conversion of existing accessory structures.

1. An existing detached accessory building that was legally established by this Title may be converted or expanded for the purpose of a detached ADU provided the detached accessory building can demonstrate it was legally established and can accommodate the minimum qualifying requirements and regulations of this Chapter and building code.
2. Prior to any work, the property owner shall file for an ADU permit to ensure compliance with West Haven ADU standards. Once the ADU permit is approved, the applicant shall file for a building permit and comply with all building codes to ensure the structure is safe for future occupancy.
3. Buildings shall comply with the West Haven Nonconforming Building and Uses Code §157.815-§157.826

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(Prior Code, § 33.30) (Ord. 11-2020, passed 5-6-2020; Ord. 23-2024, passed 7-3-2024)

§ 157.470 UTILITY METERS.

A single-family dwelling with an accessory dwelling unit may have separate meters for each water, gas, and electricity utility service. Each utility meter shall be in the property owner's name, and the property owner shall be responsible for payment of all utilities. The owner is responsible for contacting their water, electric and gas provider for any possible additional water development, utility meter, and/or connection fee.

(Prior Code, § 33.32) (Ord. 11-2020, passed 5-6-2020; Ord. 23-2024, passed 7-3-2024)

§ 157.471 INTERIOR ACCESS.

An interior access between the main living area and an attached accessory dwelling unit must be maintained, unless sufficient means of egress have been determined during an inspection by the Fire Department.

(Prior Code, § 33.34) (Ord. 11-2020, passed 5-6-2020)

§ 157.472 NOT INTENDED FOR SALE.

The accessory dwelling unit shall not be severable from the primary dwelling and shall not be sold independently or detached by deed. ~~intended for sale or detached by deed, and shall only be rented.~~

(Prior Code, § 33.36) (Ord. 11-2020, passed 5-6-2020)

§ 157.473 ACCESSORY DWELLING UNIT PERMIT.

(A) ~~(A)~~ Any person owning an existing accessory dwelling unit that has not previously been permitted by the city, or any person constructing, or causing the construction of, a residence that has an accessory dwelling unit, or any person remodeling, or causing the remodeling of, a residence for an accessory dwelling unit, shall obtain an Accessory Dwelling Unit ~~land use~~ permit for the accessory dwelling unit from the city. This shall be in addition to any required building permit for the work to be performed.

a. The Community Development Director, or their designee, shall act as the Land Use Authority for Accessory Dwelling Unit permits.

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(B) In order to meet the requirements of the land use permit, the applicant shall:

(1) Submit a completed application form including a site plan that shows property lines and dimensions, the location of existing buildings and building entrances, proposed buildings or additions, dimensions from buildings or additions to property lines, the location of parking stalls, and utility meters;

(2) Include detailed floor plans with labels on rooms indicating uses or proposed uses;

(3) Pay building permit fees, if applicable, for the construction of a new dwelling, or the remodeling of an existing dwelling, in accordance with the established fees and charges;

(4) Make all corrections identified as necessary to comply with building code requirements, as identified by the Chief Building Official, or his or her designee, and provide photos of the life safety items required by building code, including carbon monoxide detectors, smoke detectors, and earthquake strapping on water heaters;

(5) Demonstrate and affirm that their property is otherwise in compliance with all other provisions of the zoning ordinance;

(6) The city has no obligation or responsibility to research and enforce an applicant's property's existing private covenants, conditions, or restrictions prohibiting an ADU;

(7) It is the exclusive responsibility of a property owner to research and have full knowledge and understanding of those private covenants, conditions, or restrictions that run with, and are attached to, their property; and

(8) By submitting an application to the city for an ADU, the applicant is certifying that they have full knowledge and understanding of those private covenants, conditions, or restrictions that run with their property and have a full understanding of whether those items prohibit an ADU.

(Prior Code, § 33.38) (Ord. 11-2020, passed 5-6-2020)

~~**§ 157.474 EXCEPTIONS TO STANDARDS.**~~

~~(A) The Planning Commission may issue a conditional use permit for ADUs which modify the requirements for an ADU with respect to maximum size, minimum parking, or setback.~~

~~(B) In approving a conditional use permit, the Planning Commission may require additional conditions to mitigate the impact of the ADU on surrounding properties. Specifically, the Planning Commission may require:~~

~~(1) For ADUs that exceed the maximum size of 1,200 square feet: increased setbacks, privacy fencing, limitation on windows and doors adjacent to abutting property lines, and additional parking;~~

~~(2) For ADUs with reduced or no additional parking: restrictions on occupancy to tenants without vehicles; and~~

~~(3) For ADUs with reduced setbacks: privacy fencing and limitation on windows and doors adjacent to abutting property lines.~~

~~(Prior Code, § 33.40) (Ord. 11-2020, passed 5-6-2020)~~

§ 157.4745 FAILURE TO COMPLETE AND OBTAIN A LAND USE PERMIT.

(A) If the property owner does not obtain a land use permit as outlined above, the accessory dwelling unit shall not be considered legal nor approved.

stairway. An accessory dwelling unit approved in an existing structure may use existing entrances on any side of the structure that faces a street, or a side or rear entrance. Dwellings with two front doors side-by-side may not be used to provide separate entrances for each unit, with the exception of dwellings where the second door provides direct access to the dwelling basement. The purpose of this requirement is to preserve the single-family residential appearance of the building.

(Prior Code, § 33.22) (Ord. 11-2020, passed 5-6-2020)

§ 157.466 ADDRESS.

The principal dwelling unit and the accessory dwelling unit shall have the same address number, but shall refer to the accessory dwelling unit as "Unit B." Addresses must be located in a visible location on the street frontage side of the home.

(Prior Code, § 33.24) (Ord. 11-2020, passed 5-6-2020)

§ 157.467 PARKING.

(A) ~~(A)~~ Additional parking shall be required as follows

1. One additional parking stall shall be provided for internal, attached, or detached ADUs smaller than 650 square feet.
2. Two additional parking stalls shall be provided for detached ADU's 650 square feet or larger.
3. Accessory dwelling parking space shall not be in tandem with required parking for the primary dwelling. Tandem parking is a parking arrangement where two or more vehicles park end-to-end (front-to-back) in a single-lane space, lining up one behind the other rather than side-by-side. ~~A single-family dwelling with an accessory dwelling unit shall provide at least one additional off-street parking space for the accessory unit above the minimum spaces required for a single-family dwelling. Accessory dwelling unit parking may not be in tandem with required parking of the main dwelling. One additional off-street parking space shall be required for accessory dwelling units with two or more bedrooms. ADUs located within one-fourth mile of a bus rapid transit route shall be permitted to reduce the parking requirement by one space for the main dwelling unit~~.

~~(B)~~

4. No parking spaces may be located within the front or side yard setbacks adjacent to a street, except ~~for~~ within an approved driveway.

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(B) Failure to obtain a land use permit for an existing accessory dwelling unit within one year of the passing of this section may result in a citation for a code violation as governed by the process for enforcement in the city.

(D) Construction or improvements of any structure to create an accessory dwelling unit shall comply with West Haven and building code. Failure to obtain a required building permit may result in fines, penalties, and recording of certificates of non-compliance as defined in this title.

(Prior Code, § 33.42) (Ord. 11-2020, passed 5-6-2020)

§ 157.4756 HOME OCCUPATION BUSINESSES.

(A) Home occupation businesses in an accessory dwelling unit shall be restricted to a home office use which creates no customer traffic.

(B) No home occupation business shall be established within an accessory dwelling unit without the express written permission of the property owner.

(Prior Code, § 33.44) (Ord. 11-2020, passed 5-6-2020)

§ 157.4767 RESERVED.

§ 157.4778 MANUFACTURED HOUSE, MOBILE HOME, AND MOTOR HOMESMES.

A Mmanufactured housemes, mobile homes, motor homes, also known as mobile homes and recreational vehicles, or trailers, are not allowed as an ADU. Pre-sectionalized, modular, or prefabricated detached ADUs placed on permanent foundations are permitted if they comply with West Haven City Code § 151.15 Various International Building, Development, and Management Codes.

, and standards in this chapter.

(Prior Code, § 33.48) (Ord. 11-2020, passed 5-6-2020)

§ 157.479 USE REGULATIONS.

No building, structure, or land shall be used, and no building or structure shall be hereafter erected, structurally altered, enlarged, or maintained in a Single-Family Residential District or Multiple Residential District, except as provided in this table.

Zone	A-1, A-2, R-1	Open Space	R-2	R-2.5	R-4	Mixed Use

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~~Zone~~	~~A-1, A-2, R-1~~	~~Open Space~~	~~R-2~~	~~R-2.5~~	~~R-4~~	~~Mixed Use~~
~~Coverage Regulations~~						
~~The maximum coverage percent for any lot in the districts regulated by this subchapter~~	~~35%~~	~~35%~~	~~35%~~	~~35%~~	~~35%~~	~~35%~~
~~The maximum coverage percent for any rear yard by accessory buildings~~	~~25%~~	~~25%~~	~~25%~~	~~25%~~	~~25%~~	~~25%~~
~~Residential~~						
~~Four-family dwelling~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~
~~Group of dwellings (including two home, and the like) when approved as a planned unit development~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~
~~Multiple-family dwelling~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~
~~Single-family dwelling~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~	~~P~~
~~Three-family dwelling~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~
~~Two-family dwelling~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~

~~(Prior Code, § 33.50) (Ord. 11-2020, passed 5-6-2020)~~

§ 157.47~~80~~ AREA OF ACCESSORY BUILDINGS.

No accessory building or group of accessory buildings in any Residential District shall cover more than 25% of the rear yard.

(Prior Code, § 33.52) (Ord. 11-2020, passed 5-6-2020)

Planning Commission
Staff Review Memo

October 28, 2026

Stephen Nelson, Community Development Director

PETITION TO AMEND THE ZONING MAP

Request:	Approval of an amendment to the zoning map
Property Location:	Parcel 080060075 at approximately 2410 Hinckley Drive
Property Zone:	M-1, Light Manufacturing
Property Size:	7 Acres
Applicant:	Hayley Pratt, Castlewood Development
Governing Document(s):	WHZC §157.705 through §157.715 and the West Haven General Plan
Decision Type:	Legislative
Staff Recommendation:	Recommend Denial to the City Council

Image 1: Site Aerial



I. BACKGROUND

Update for 10/28/2026: The Planning Commission heard this item and held the required Public Hearing on October 14, 2026. At that meeting, the Planning Commission discussed the merits of the application. The Planning Commission tabled the application to allow the applicant more time to provide supporting information. As of this report, the applicant has provided a few photos of a crash gate and renderings of some of their townhome products (found at the end of this report). One item discussed but not provided is any additional documents supporting temporary access.

Report from the 10/14/2026 Meeting: The applicant requests that the Planning Commission recommend approval of an amendment to the West Haven City Zoning Map, changing the zoning designation of parcel 080060075 from M-1, Light Manufacturing, to R-3 Residential. The said parcel (the subject property) currently lacks an address but is located at approximately 2410 Hinckley Drive.

A zone change request for this property was filed earlier this year, which was considered by the Planning Commission. The zoning change request is for the same zone, but with a slight modification to the concept plan. The Planning Commission discussed the previous petition at a special meeting held on April 28, 2026. At that meeting, the Commission recommended approval of the petition by a split vote of 4/2. The following conditions of approval were recommended by the Commission:

- The site plan will be brought into conformance with all applicable development standards, and each member of the City's Development Review Committee approves of the site plan, civil engineering drawings, and supplementary construction drawings prior to final site plan approval.
- An official notice of UDOT approval of the plan set and the proposed accesses is provided with an application for preliminary subdivision or preliminary site plan review.
- An official notice of Taylor West Weber Water District's approval of the plan set is provided with an application for preliminary subdivision or preliminary site plan review.
- The trail system that crosses the site is maintained as depicted in the attached concept plan or in a way that results in the same continuity of the system.
- That as part of any site development of the property, the property owner construct a sidewalk along the frontage of Hinkley to the West of the project to connect to the sidewalk on Midland. The sidewalk shall be built to UDOT Standards.

The City Council held several meetings with the applicant and discussed concerns regarding the petition. The petition was later denied by the City Council on August 5, 2026, with the following motion

Councilmember Call made a motion to deny ordinance 10-2026 on the grounds that we are currently reviewing the general plan map and would like to see that in the future as well as the issues with health, safety, and welfare concerns. Three in favor, two opposed.

One of the City Council's largest health and safety concerns was access to the property. This was discussed at length during work sessions with the applicant and when the item was under consideration. Generally, the applicant showed that, with a single access point, they could potentially comply with fire code; however, several on the Council felt an additional access point should be provided.

The applicant provided an updated site plan with an additional emergency access to Hinkley Drive; however, staff has not seen anything from UDOT indicating support or of likely approval for the second access point. The concept plan is very similar to the previous one, with the townhome development concept depicted in Image 2 below. The development concept consists of 16 buildings totaling 72 residential units.

Image 2: Updated Development Concept Plan

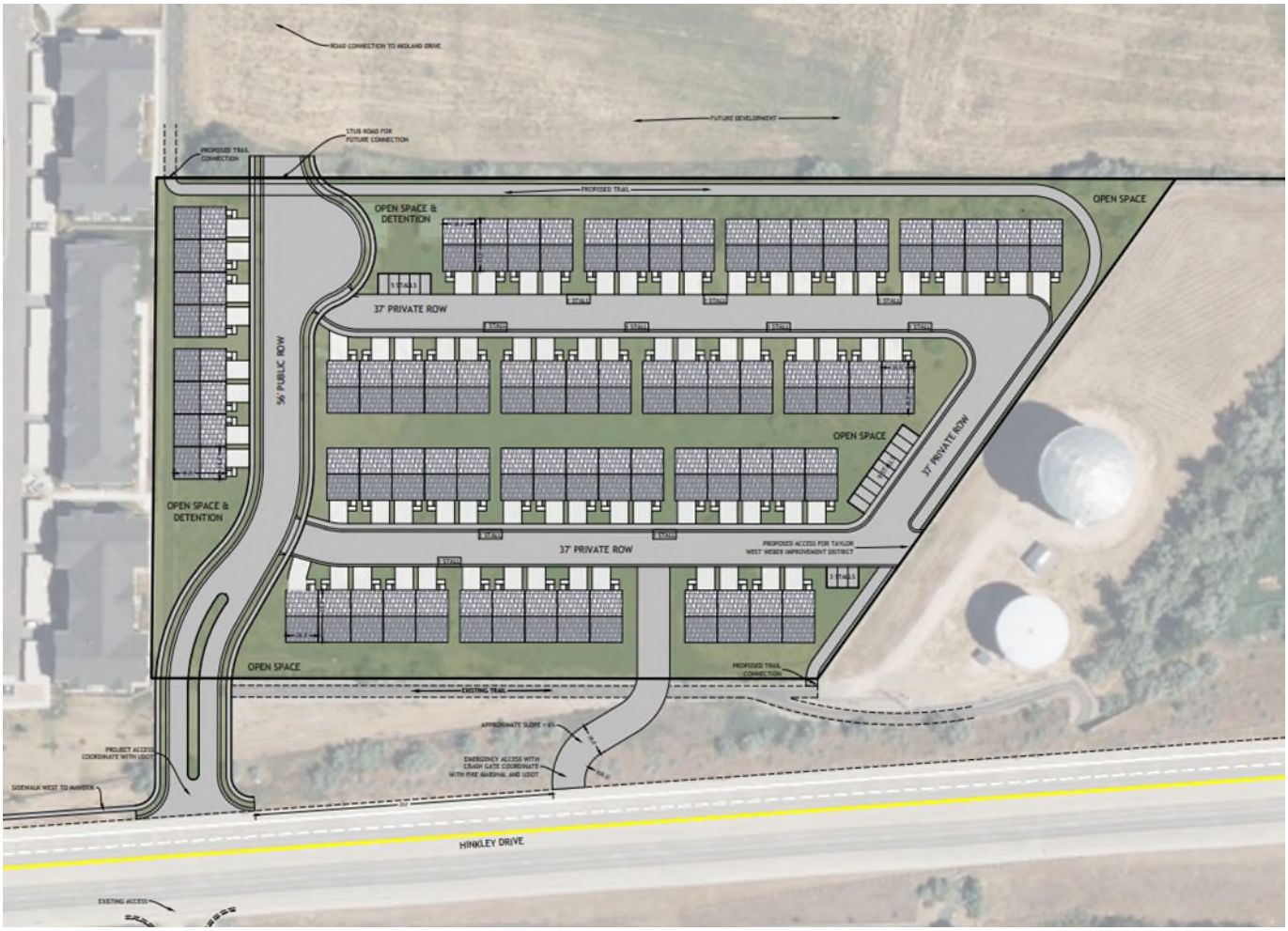


Table 1: Zoning Designations of Contiguous Property

Direction	Zone	Current Use
North	M-1	Agriculture and Single-Family Residential
East	M-1	Taylor-West Weber Water Improvement District Operations
South (across Hinckley)	R-3	Multiple-Family Residential

Image 3: Current Zoning Conditions – WHC Zoning Map, Vicinity of subject property



The existing zoning conditions of the subject property are as depicted in Image 3 above and expressed in Table 1 above. See Image 4 for the envisioned future zoning of the subject property and the contiguous properties.

II. STAFF REVIEW

Staff's review of the subject petition to amend the zoning map, as it pertains to the requirements of the West Haven Zoning Code, is as follows:

Note that in this section, the verbatim language of the West Haven City Zoning Code is in grey italics. Staff does not provide findings for each consideration below, but only for those considerations that were found to be immediately relevant to the subject petition.

§157.707 Petition Procedure

The West Haven City Zoning Code provides the following four procedural elements (A through D below) for the Planning Commission and City Council to consider when reviewing a petition to amend the Zoning Map.

(A) The city procedure for processing rezoning petitions for multiple-family (over eight) dwellings, mixed use, recreational resort, commercial, and industrial developments requires a petitioner to submit, as part of the rezoning petition, a concept development plan and to specify the general land uses and the general site and building arrangements which will occupy the property and the general time frame and phasing of development if rezoning is granted.

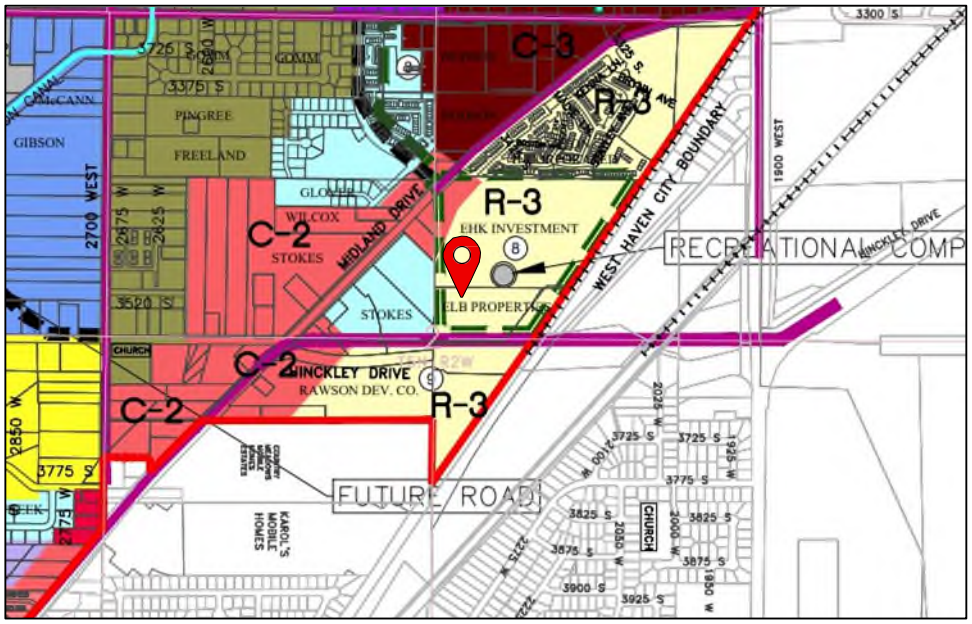
Finding: A development concept has been provided that specifies the general land-use and general building arrangements. The said concept generally conforms to the use and density regulations of the sought zone. There are likely changes that would be required if the zone change is approved and the applicant files a site plan application based on the provided concept.

It is important to note that the attached concept plan is purely conceptual, and a site plan is not approved as part of a rezone petition. The concept has not been vetted for full technical compliance with zoning development standards, the International Fire Code, Engineering standards, and utility capacities.

(B) Planning committees and neighboring property owners will be notified not only of the rezoning petition, but also of the general details of what is proposed and how and when it will be located on the property. The notice of public hearing before the City Council shall also contain the same development information.

(C) The Planning Commission and the City Council will consider whether the petition should be approved or disapproved based upon the merits and compatibility of the proposed project with the master plan and surrounding land uses, and its impact on the surrounding area.

Image 4: General Plan Map, Vicinity of subject property



Finding: The petition and its associated concept plan are compatible with the General Plan and the surrounding land uses. The General Plan identifies the subject property's future land use as R-3, with 12 units per acre, and the proposal's density is within the zone's specified maximum.

Additionally, the General Plan identifies the mid-block area north of the subject property as a future location of a “recreational component”. The proposed rerouting of the trail system along the north boundary of the subject property would engage the future recreational component and would be highly compatible with that future land use.

Multiple-family residential developments exist to the west and south of the subject property, and the General Plan identifies R-3 (12 units per acre) as the future land use for the property to the north.

However, the City is currently evaluating the General Plan map for this area. These considerations include amending its designation and density recommendation. One reason the City denied the previous zone change petition for this property was that the General Plan was under consideration, which remains the case.

In addition, because of the General Plan change, staff has also proposed changing the R-3 zoning by splitting it into four distinct zoning districts, and eliminating the R-3 label altogether. Staff is also proposing a new suite of zoning standards for our multi-family zones as part of this ordinance update. The Planning Commission has held several workshops on these changes, and the ordinances are expected to be ready for public hearing and consideration in the coming months. Because of these changes, it may be appropriate to deny the petition until the zoning standards are updated

> *(D) The Planning Commission and City Council will consider also whether the proposed development, and in turn the petitioned for rezoning, is needed to provide a service or convenience brought about by changing conditions, and which therefor promotes the public welfare. They may require changes in the concept plan in order to achieve compatibility and may impose any conditions to lessen, or eliminate, adverse impacts.*

Finding: Staff finds that the petition and its associated development concept provide an additional housing option in the area, with direct bicycle and pedestrian access to the Roy Front Runner Station via the trail. However, based on the City's previous discussion of the zoning for this property, there are real concerns about emergency and redundant access to this property. The site has a single primary access. The applicant is proposing an emergency access, as shown on the site plan. However, the City has not received anything from UDOT that it would consider this access point. In previous discussions, UDOT has not denied the ability for this second access but has expressed concerns. These considerations are based on the general proposed land use of the concept without regard to the technical aspects (most of which are not yet specified) of the concept plan.

Regarding the proposed land use, staff does not anticipate any adverse impacts that would not be addressed by the City’s codified development standards during the site plan review. For

instance, per the City's development standards, the road dimensions would need to be modified, guest parking will need to be accounted for, the proposed site access locations will need to be verified, the application may be required to provide a public street and access to the north property, and other technical aspects of the development may significantly change the site design. Staff will conduct a thorough review of the development proposal and its serviceability in conjunction with the site plan review if the zone change is approved and the applicant submits a site plan approval, and any infrastructure improvements required for adequate service would be the applicant's responsibility.

Staff also recommends that any development of the property include installing a sidewalk from the development to Midland to ensure safe pedestrian access to the intersection and commercial facilities in the area. The applicant is also planning to relocate the trail to wrap around the outside of the property, which would move the trail crossing away from the intersection. However, the development directly to the west currently stubs into the trail along their boundary; a pedestrian connection would need to be maintained.

Related to the above findings, staff would recommend the following conditions of approval:

- The site plan will be brought into conformance with all applicable development standards, and each member of the City's Development Review Committee approves of the site plan, civil engineering drawings, and supplementary construction drawings prior to final site plan approval.
- An official notice of UDOT approval of the plan set and that both proposed access points are provided with an application for preliminary subdivision or preliminary site plan review.
- An official notice of Taylor West Weber Water District's approval of the plan set is provided with an application for preliminary subdivision or preliminary site plan review.
- The trail system that crosses the site is maintained as depicted in the attached concept plan or in a way that results in the same continuity of the system.
- That as part of any site development of the property, the property owner constructs a sidewalk along the frontage of Hinkley to the West of the project to connect to the sidewalk on Midland. The sidewalk shall be built to UDOT Standards.
- A pedestrian connection would need to be maintained from the development to the west to the trail.

§157.715 City Zoning Alternative Actions

The zoning code also gives the City Council discretion within the parameters defined below. Note again that staff does not provide commentary on each factor of consideration in the code below.

> *(A) In all rezoning petition considerations, the City Council, after considering the recommendations of the Planning Commission and after holding the required public hearing(s), may take any of the following final alternative actions:*
>
> *(1) (a) Where a concept development plan is required as provided for in this*

subchapter, the City Council may approve rezoning and concurrently approve a concept plan for the development of the petitioned for property, in whole or in part, with or without changes or conditions, and adopt an ordinance rezoning the property, or the city may, by motion, grant conditional zoning approval, with the rezoning to become effective by passage of an ordinance at a future date when more detailed development plans and/or other information have been approved by the city;

(b) The action of division (A)(1) above represents a zoning commitment by the city with fulfillment based upon a petitioner's future, more complete proposals for development;

(c) Conditional zoning approval shall be valid for a period of one year or such other time period as set by the City Council. Upon the expiration of such period of time, the City Council, after due consideration of additional material submitted, shall either grant an extension of time or rescind its conditional approval and deny the rezoning petition;

Findings: The applicant has provided a concept plan, which the City may consider a zoning approval with conditions or require a development agreement. This may be an option if the City wants to consider the zone change but limit C-2 zoning's potential impact. This could take two paths.

Conditional Zoning. The code allows, "the city may, by motion, grant conditional zoning approval, with the rezoning to become effective by passage of an ordinance at a future date when more detailed development plans and/or other information have been approved by the city" which "represents a zoning commitment by the City with fulfillment based upon a petitioner's future, more complete proposals for development". This conditional zoning is valid for a period of one year, unless otherwise determined by the City Council. This would require the applicant to provide a more detailed site plan to satisfy the zone change condition, which the City Council would need to review and approve.

Development Agreement. The City could require the developer to enter into a development agreement with the City that sets out the terms of approval. This would limit the uses on the property by agreement according to the terms agreed upon by the City and the applicant.

Approval Outright. If the City determines that the rezone is "in the best interests of the general public," it may approve the zoning amendment without conditions, even if the request does not comply with the General Plan map (See Section B below).

The Planning Commission could recommend one of these paths, with specific conditions. If the City is inclined to approve the request, it may be best to approve a conditional zoning with a condition that the applicant and the City enter into a future development agreement with the listed conditions within the report.

(2) The City Council may grant or deny a rezoning petition outright in whole or in part. They may require the petitioner to execute a development agreement with the city where they deem it appropriate and necessary; and

(3) The City Council may rezone, or agree to rezone, the subject land to any other zone or zones deemed more appropriate when considering the master plan, citizen's comments, and other factors, and which may allow some, or all, of the petitioner's requested uses.

(B) The City Council, upon its own initiative and after receiving the recommendation of the Planning Commission, may zone or rezone land:

(1) Where it is determined to be in the best interests of the general public;

(2) As a result of amendments to the county master plan, in order to achieve consistency; or

(3) Where changed conditions, public attitudes, or lifestyles so indicate a need.

III. RECOMMENDED ACTION

Staff recommends that the Planning Commission discuss whether the proposal is in the best interests of the general public by considering the current general plan and the current update process, the proposed updates to the R-3 zones, access, any public comments received, and the merits of the concept plan.

Staff does not believe the applicant has adequately addressed the City Council's previous concerns, and the Council's primary concerns remain unresolved, including secondary access and a final update to the General Plan. Since the original rezone request for this property earlier this year, staff and the Planning Commission have started updating the R-3 zoning (with the first workshop on July 22, 2026), which, if approved as currently presented, would materially impact the current request.

Although staff believes the proposed use in the petition is more compatible with the current zoning, staff recommends denying the application until the property owner adequately addresses the secondary access, the new General Plan is approved, and the R-3 Zone update is finalized. If the City is inclined to approve the zone change, staff recommend approving conditional zoning, with the conditions of approval listed in the attached suggested motion, and entering into a development agreement.

IV. POSSIBLE MOTION

Deny: *Motion to deny the petition to amend the Zoning Map, to change the zoning designation of the property at approximately 2410 Hinckley Drive from M-1 to R-3, finding that it is not in the public interest considering the limited access to the property, that the City is currently engaged in a process of updating its General Plan, and considering that the City has started working on material updates to the R-3 zoning standards.*

[List Other Findings or Consideration]

Approve with conditions: *Motion to approve the petition to amend the Zoning Map and concept plan, to change the zoning designation of the property at approximately 2410 Hinckley Drive from M-1 to R-3, finding the request complies with the General Plan, is compatible with surrounding land uses, and promotes public welfare when the following conditions of approval are applied*:

- The site plan will be brought into conformance with all applicable development standards, and each member of the City's Development Review Committee approves of the site plan, civil engineering drawings, and supplementary construction drawings prior

to final site plan approval.

- An official notice of UDOT approval of the plan set and that both proposed access points are provided with an application for preliminary subdivision or preliminary site plan review.
- An official notice of Taylor West Weber Water District's approval of the plan set is provided with an application for preliminary subdivision or preliminary plan review.
- The trail system that crosses the site is maintained as depicted in the attached concept plan or in a way that results in the same continuity of the system.
- That as part of any site development of the property, the property owner constructs a sidewalk along the frontage of Hinkley to the West of the project to connect to the sidewalk on Midland. The sidewalk shall be built to UDOT Standards.
- A pedestrian connection would need to be maintained from the development to the west to the trail.
- Enter into a future development agreement that addresses these conditions prior to the zoning taking effect.

  [The Planning Commission should consider if they would recommend that the zone change should receive conditional approval or have a development agreement obligating the property owner to these conditions]

Approve with modified conditions: *Motion to approve the petition to amend the Zoning Map and concept plan, to change the zoning designation of the property at approximately 2410 Hinckley Drive from M-1 to R-3, finding the request complies with the General Plan, is compatible with surrounding land uses, and promotes public welfare when the following conditions of approval are applied*:

[List Conditions]

Approve outright: *Motion to approve the petition to amend the Zoning Map and concept plan, to change the zoning designation of the property at approximately 2410 Hinckley Drive from M-1 to R-3, finding that the request complies with the General Plan, is compatible with surrounding land uses, and promotes public welfare.*

Table: Motion to table the petition to amend the Zoning Map and concept plan, to change the zoning designation of the property at approximately 2410 Hinckley Drive from M-1 to R-3.

Pictures Submitted by the Applicant












Parking

West Haven Licensing and Permitting

2410 Hinckley Drive

09/28/2026 - 09/27/2027

Zoning Map Amendment

General

Application Status
Under Review

Printed: 10/22/2026

Permit/License #
6586854

Reference Number
77e378c0-b383-11f1-aede-ab83976f8dc8

Status
Active

Application Review Status

Pre-Review	Complete
Planning Commission	Not Reviewed
City Council	Not Reviewed
Final-Review	Not Reviewed

Date Submitted
09/18/2026

Fees

Commercial Zone Amendment Fee 3	$220.50
Subtotal	**$220.50**
Processing Fee	**$7.72**
Total	**$228.22**
Amount Paid	**$228.22**
Total Due	**$0.00**

Payments

09/28/2026	Online	$220.50
Total Paid		**$228.22**

Application Form Data

(Empty fields are not included)

First Name
Taylor

Last Name
Anderson

Phone
[redacted]

Email
[redacted]

Address
610 North 800 West

City
Centerville

State
UT

Zip Code
84014

Is the applicant different from the property owner?
Yes

First Name
Josh

Last Name
Cragun

Owner Phone
[redacted]

Owner Email
[redacted]

Address
4883 W Old Hwy Rd Suite #A

City
Mtn Green

State
UT

Zip Code
84050

Upload Owner Authorization Form
- E.L.B. Properties, LC Affidavit.jpeg
- Nancy_Peterson_0917105415.pdf
- 20260917_112511.jpg

Property Address
2410 Hinckley Drive

Parcel Number(s)
080060075

Total No. of Acres

7.05

Current Zoning (select all that apply)

M-1

Proposed Zoning (select all that apply)

R-3

Describe Project and Requested Use

Cole West rquests that the City Council consider this proposed rezone from M-1 to R3 to allow a townhome development. This proposal is consistent with the General Plan and supported by existing infrastructure. We have received positive feedback from UDOT officials that a secondary emergency access is viable. Although not approved yet, positive conversations have been had.

Concept Plan: Reguired for all multi-family, mixed use, commercial, and industrial zone change applications

Conceptual Site Plan 9.pdf

Signature

I agree that the facts stated in this application are true, and upon changes I will provide notification as needed.

Please be aware of scammers requesting payments outside of the system. All payments for this application will either be made within your applicant portal, or in the West Haven Offices. Please check in with staff if you receive any other requests for money transfers.

Electronically Signed

Taylor Anderson - 09/18/2026 11:07 am



C:\Users\vtich\EDM Partners Dropbox\Projects\CW Urban Misc\WestHaven\Conceptual Site Plan 9.dwg

EDM Partners
2815 E 3300 S, Salt Lake City, UT 84109
(801) 305-4670 www.edmpartners.com

NORTH

SCALE: 1" = 40'

0 20 40 80 120

DEVELOPER:
COLE WEST

NOTES:

STATISTICS:

TOTAL AREA	7.17 ACRES
LOTS	72
DENSITY	10.0 DU/AC

DISCLAIMER:
ARTIST RENDERING ONLY. PLAN MAY BE ALTERED, OR CHANGED AT ANY TIME. IT IS FURNISHED MERELY AS A CONVENIENCE TO AID YOU IN LOCATING THE LAND INDICATED HEREON WITH REFERENCES TO STREETS AND OTHER LAND. NO LIABILITY IS ASSUMED BY REASON OF ANY RELIANCE HEREON.

INFORMATION SHOWN ON THIS PLAN IS CREATED FROM GIS DATA PROVIDED BY UTAH AGRC. IT IS NOT CREATED FROM LAND SURVEY INFORMATION AND IS USED TO IDENTIFY THE GENERAL LOCATION OF THE FEATURES SHOWN.

West Haven Hinkley

Conceptual Site Plan

PROJECT:
DRAWN BY: NMM
REVIEWED BY: PMD
REVISIONS:

No.	DATE	REMARKS

DATE: August 24, 2026

SHEET NUMBER: C-1

Planning Commission
Staff Review Memo

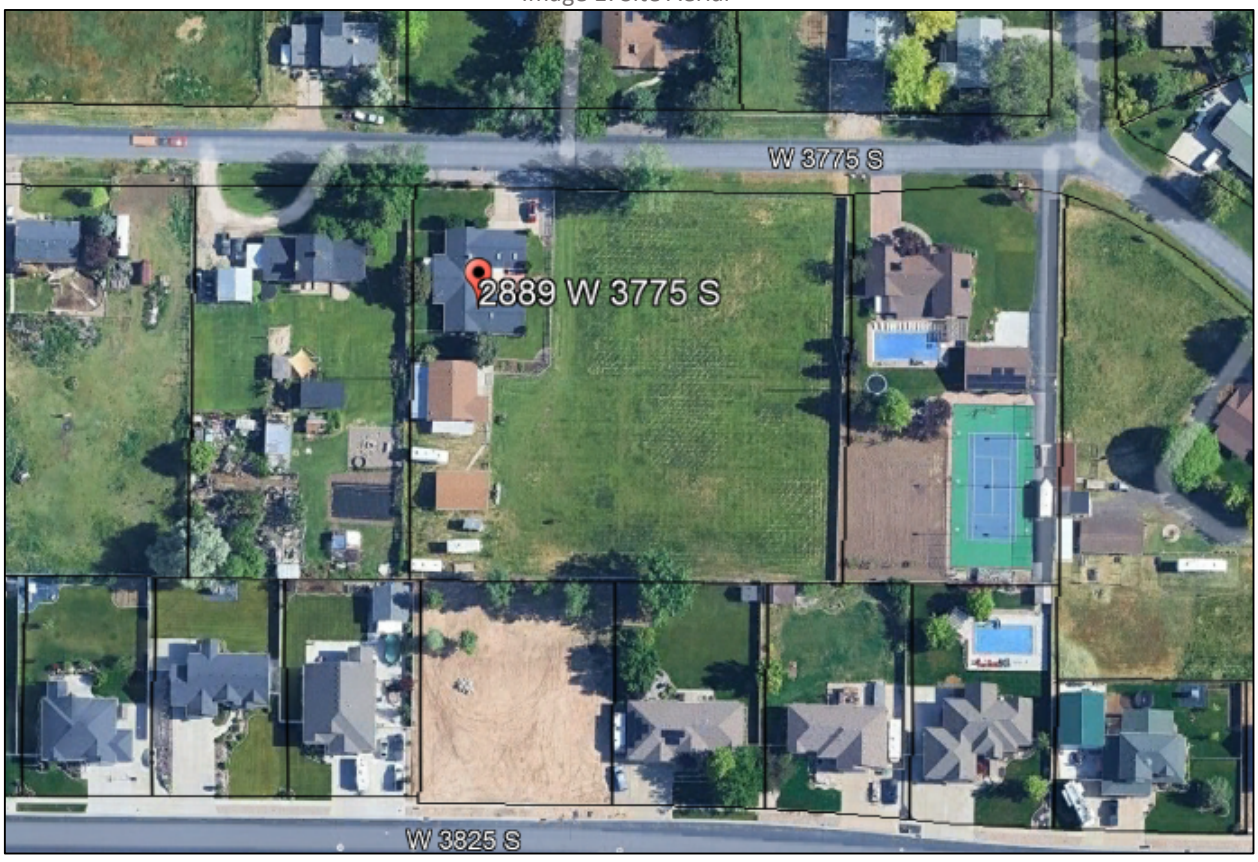
October 28, 2026

Damian Rodriguez, Planner

SUBDIVISION AMENDMENT REVIEW

Request:	Approval of the Clay's Ranchettes Subdivision, Amendment 1
Property Location:	Lot 7, 2889 West 3775 South
Property Zone:	A-1 Agricultural
Property Size:	2 acres
Applicant:	Thomas Creamer
Governing Document(s):	WHZC §156.050 and §156.041
Decision Type:	Administrative
Staff Recommendation:	Approve

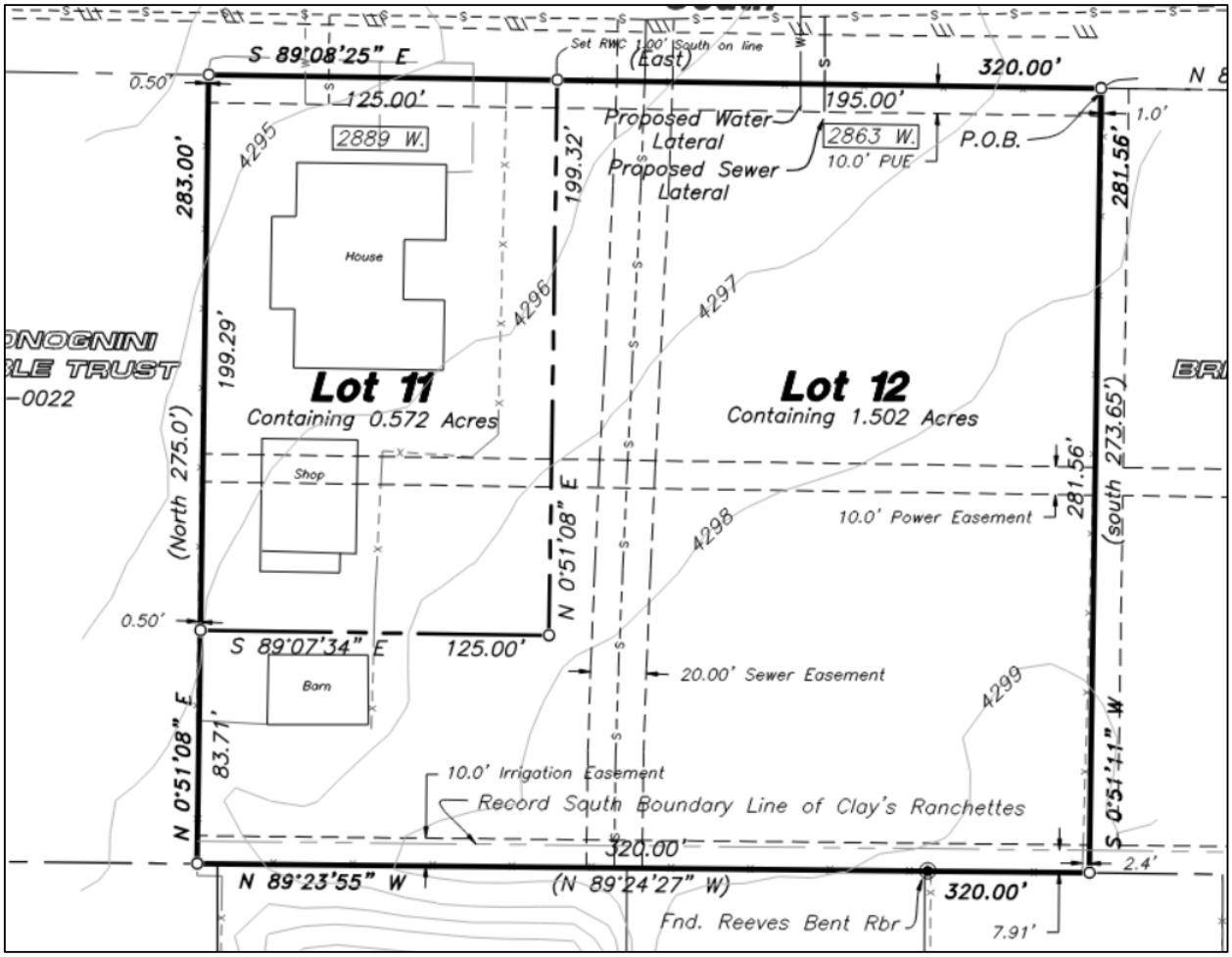
Image 1: Site Aerial



I. BACKGROUND

The applicant proposes dividing Lot 7 of the Clay's Ranchettes Subdivision into two separate lots. See Lot's 11 and 12 on Image 2.

Image 2: Proposed Plat



II. STAFF REVIEW

Staff's review of the proposal, as it pertains to the requirements of the West Haven Subdivision and Zoning Codes, is as follows:

§156.050 SUBDIVISION PLAT AMENDMENT

Per the referenced section of code, an amended plat shall comply with all the standards of the zoning and subdivision ordinances:

Code Section	Requirement Summary	Staff Comment	Compliance Status
(A)(1)	*A subdivision name, approved by the County Recorder, and the general location of the subdivision in bold letters at the top of the sheet. The township, range, and quarter section shall be shown on the top of the plat;*	The proposed subdivision name is provided and has been approved by all reviewing parties. Likewise, the township, range, and quarter section are shown.	Compliant
(A)(2)	*Where a subdivision complies with the cluster subdivision provisions of the zoning ordinance, the final plat shall indicate underneath the subdivision name the words, "cluster subdivision;"*	The proposal is not classified as a cluster subdivision, so this subtitle is not applicable.	Compliant
(A)(3)	*A north point and scale of the drawing and the date;*	A north point, scale, and date are all provided.	Compliant
(A)(4)	*Accurately drawn boundaries, showing the proper bearings, basis of bearings, and dimensions of all boundary lines of the subdivision. These lines should be slightly heavier than street and lot lines. The state plane grid bearings (where available) shall be noted on the linen, and the basis of bearing sufficient for retracement shall also be noted on the final plat;*	The boundaries, lines, and described details have been shown on the plat and civil engineering drawings and are accurate to the best of staff's ability to discern.	Compliant
(A)(5)	*The names, widths, lengths, bearings, and curve data on centerlines of proposed streets, alleys, and easements; also the boundaries, bearings, and dimensions of all portions within the subdivision as intended to be dedicated to the use of the public; the lines, dimensions, bearings, areas, and numbers of all lots, blocks, and parts reserved for any reason within the subdivision. All*	A curve table is not required with this amendment. The proposed street names and numbering have been reviewed and approved by the City Engineer.	Compliant

	lots are to be numbered consecutively under a definite system approved by the City Engineer. All proposed streets shall be named or numbered consecutively under a definite system approved by the City Engineer and conform as far as practicable to the adopted street naming and numbering system of the city;		
(A)(6)	*A house number indicating the street address for each lot in the subdivision shall be assigned by the City Engineer marked on each lot so as to face the street frontage. Corner lots shall have a house number assigned for frontage;*	A house number is provided via a street address for both lots, and the addresses are accurately depicted on the proposed final plat.	Compliant
(A)(7)	*Parcels of land to be dedicated as public parks or to be permanently reserved for private common open space shall be included in the lot numbering system and shall also be titled "Public Park" or "Private Common Open Space," whichever is applicable;*	Not applicable.	Compliant
(A)(8)	*The standard forms approved by the Planning Commission for all subdivision plats lettered for the following, and as shown in § 156.004:* *(a) Description of land to be included in subdivision;* *(b) Registered land surveyor's certificate of survey;* *(c) Owner's dedication certificate;* *(d) Notary public's acknowledgment;* *(e) City Planning Commission's certificate of approval;*	All required standard forms are provided on the proposed final subdivision plat.	Compliant

	(f) City Engineer's certificate of approval; *(g) City Attorney's certificate of approval;* *(h) City Council's certificate of acceptance;* *(i) City Clerk's certificate of attest; and* *(j) City Surveyor's certificate of approval.*		
(A)(9)	*A three-inch by three-inch space in the lower right-hand corner of the drawing for recording information;*	Adequate space is provided for the Weber County Recorder's certification and entry information.	Compliant
(A)(10)	*The subdivision boundary corners shall be set on the site prior to recording of the final plat. The subdivision boundary corners and centerlines street monuments shall be noted on the final plat;*	The amended boundary markers will be placed as described upon final plat approval and prior to recordation of the mylar.	TBD
(A)(11)	*The use of lots within the subdivision boundary shall comply with the underlying zoning standards and uses.*	The intended land use is single-family homes, a use that is permitted by right in the zone.	Compliant
(B)	*For subdivisions that include lots which will be partially or completely in the base floodplain (see §§ 157.390 through 157.395) of any river, stream, watercourse, lake, or other body of standing water, a boundary and elevations of the floodplain shall be required on the final plat. The lowest elevation of any inhabitable floor in any structure for each lot shall also be shown on the final plat.*	The lowest elevation is shown as accurately as staff can verify.	Compliant
(C)	*The subdivider shall furnish to the City Engineer a complete set of drawings signed and stamped by a licensed civil engineer of engineering designs for all streets, existing and proposed, and all utilities to be constructed within*	A complete set of civil engineering drawings has been furnished as required. Curb, gutter, and sidewalk right-of-way improvements are required by code, but	Not Compliant, See Below

	the subdivision together with the final plat. All such utility and road construction shall be in accordance with the adopted public works standards of the city.	are not shown on the proposed amended plat.	
(D)	*The applicant shall provide will serve or availability letters from the culinary water authority and the sanitary sewer authority regarding the proposed subdivision.*	Will-serve letters have been provided in support of the project.	Compliant
(E)	*Public roadways and rights-of-way shall be dedicated to the city with the following language. The city may alter this language in cases of conflicting master development agreements or in unique circumstances that may require special language to address those needs:*	Adequate language has been provided in the Owner's Dedication and Certification section of the plat.	Compliant

Finding: The proposal does not entirely comply with the standards of the subdivision ordinance and is not approvable without a waiver granted by the Planning Commission and City Council. The applicant is aware that the ordinance requires curb, gutter, and sidewalk where land is proposed for subdivision; however, the applicant has requested a waiver of these improvements.

§156.091(E) of the Subdivision Ordinance allows for the City Council to waive requirements for curb and gutter on local roads, upon recommendation from the Planning Commission and City Engineer, and when the following is true:

a. The road is in a primarily agricultural or rural area;
b. Runoff from a curb and gutter collection system could not easily be disposed of; or
c. The road is in an estate-type nature where the average lot width is 150' or more, and the average lot is 40,000 square feet or more.

Staff finds that the Lot and Clay's Ranchettes Subdivision meets the conditions required to be considered for a waiver of curb and gutter improvements.

Additionally, §156.091(F) of the subdivision ordinance allows the commission to waive the sidewalk requirement where "the average lot width is 150 feet or more". The average frontage of all adjacent properties on the street exceeds 150' as required. The City Engineer and Public Works Director have both considered the requested waiver of sidewalk improvements and found the request reasonable and warranted. Neither party opposed the approval of the request.

Finding: Regarding final plat approval standards, staff recommends the following conditions of approval:

- The requested waiver of the required curb and gutter improvements is granted by the City Council.

§157.236 SITE DEVELOPMENT STANDARDS (A-1 Agricultural Zone)

STANDARD	Zone: A-1	Proposal	Compliant?
Minimum lot area	20,000 ft^2	24,912 ft^2	Compliant
Min lot width	125' Or 150' when Lot is greater than 40,000 ft^2	125'	Compliant
Min yard setbacks			
Front	30'	31'	Compliant
Rear	30'	177'	Compliant
Side	10' / 24'	23' / 62'	Compliant
Side, adj. to street	20'	NA	Compliant

Finding: The proposed subdivision would result in lots that comply with the development standards of the A-1 Agricultural Zone.

III. RECOMMENDED ACTIONS

Based on the findings listed in Section II of this report, city staff recommend the Planning Commission move to **approve** the proposed amended subdivision plat, finding that the proposed subdivision complies with the standards of the zoning and subdivision ordinances when the following conditions are applied:

- The requested waiver of the required curb and gutter improvements is granted by the City Council.

IV. POSSIBLE MOTION ON SIDEWALK IMPROVEMENT WAIVER

Approve: Motion to approve the requested waiver for sidewalk improvements adjacent to the proposed subdivision, finding that the request is warranted and compliant with the waiver criteria of the subdivision ordinance.

Approve with conditions:
Motion to approve the requested waiver for sidewalk improvements, finding that the request is warranted and compliant with the waiver criteria of the subdivision ordinance, with the following conditions applied: (List conditions)
Deny:
Motion to deny the requested waiver for sidewalk improvements, finding that the request does not comply with the subdivision ordinance and the approval criteria for such a waiver.

V. POSSIBLE MOTION ON CURB & GUTTER IMPROVEMENTS WAIVER

Recommend Approval: Motion to recommend to the Council approval of the requested waiver of curb and gutter improvements adjacent to the proposed subdivision, finding that the request is warranted and compliant with the waiver criteria of the subdivision ordinance.

Recommend Denial: Motion to recommend to the Council denial of the requested waiver of curb and gutter improvements adjacent to the proposed subdivision, finding that the request does not comply with the ordinance criteria for such a waiver.

VI. POSSIBLE MOTION ON SUBDIVISION AMENDMENT

Approve with conditions:
Motion to approve the proposed first amended plat for the Clay's Ranchettes Subdivision subject to the listed conditions, finding that the proposed amendment complies with the standards of the zoning and subdivision ordinances when the following conditions are applied:

1. The requested waiver of the required curb and gutter improvements is granted by the City Council.

Approve with conditions:
Motion to approve the proposed first amended plat for the Clay's Ranchettes Subdivision subject to the listed conditions, finding that the proposed amendment complies with the standards of the zoning and subdivision ordinances when the following conditions are applied: (List conditions of approval)

Approve: Motion to approve the proposed first amended plat for the Clay's Ranchettes Subdivision, finding that the proposed amendment complies with the standards of the zoning and subdivision ordinances.

Table:
Motion to table action on the proposed subdivision amendment for the Clay's Ranchettes Subdivision, finding that the proposed subdivision does not comply with all applicable standards of the subdivision and zoning ordinances, and that the proposal must be amended before approval can be considered.

West Haven Licensing and Permitting

Clay's Ranchettes First Amendment

07/30/2026 - 01/29/2028

Subdivision

General

Application Status

Under Review

Printed: 10/08/2026

Permit/License #

2622479

Reference Number

262fb100-8c2e-11f1-9fd5-416f5f0a74bd

Status

Active

Application Review Status

Pre-Review	Complete
Planning & Zoning	Complete
Engineering	Not Reviewed
Building	Complete
Fire	Complete
Public Works	Reviewing
Planning Commission	Not Reviewed
West Haven Special Service District	Not Reviewed
Final-Review	Not Reviewed

Date Submitted

07/30/2026

Fees

Amended Plat Fee	$200.00
Subtotal	**$200.00**
Processing Fee	**$7.00**
Total	**$207.00**
Amount Paid	**$207.00**
Total Due	**$0.00**

Payments

07/30/2026	Online	$200.00
Total Paid		**$207.00**

Application Form Data

(Empty fields are not included)

Application Type

Amended Plat

First Name
Thomas

Last Name
Creamer

Contact Email
[redacted]

Contact Phone
[redacted]

Mailing Addres
2889 West 3775 South

City
West Haven

State
UT

Zip Code
84401

Is the applicant the property owner?
Yes

Owner Name
THOMAS H & LORRIE L CREAMER REVOCABLE LIVING TRUST

Owner Email
[redacted]

Owner Phone
[redacted]

Address
2889 West 3775 South

City
West Haven

State
UT

Zip Code
84401

Subdivision Name

Clay's Ranchettes First Amendment

Project Address

2889 West 3775 South

Parcel Number(s)

080330020

Property Zone (select all that apply)

A-1

Total Number of Lots or Units

1

Surveyor/Engineer Name

Greg Hansen

Signature

I agree that the facts stated in this application are true, and upon changes I will provide notification as needed.

Electronically Signed

Thomas H Creamer - 07/30/2026 9:48 am

West Haven Improvement Drawing Review

Project	Clay's Ranchettes Subdivision, First Amendment
Review Cycle	3
Date:	October 20, 2026

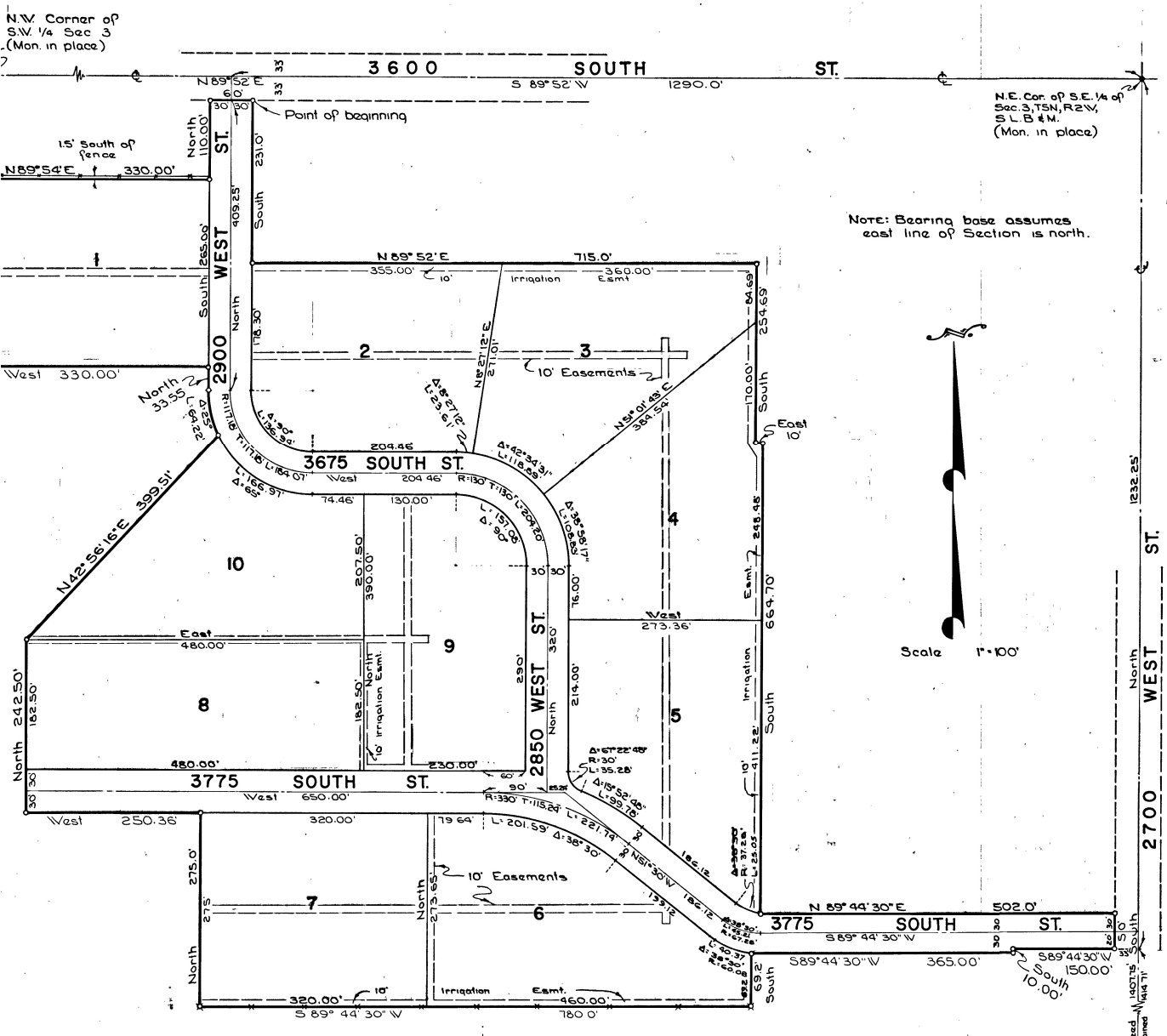
Code Reference	City Department	City Comment	Applicant Response
§156.090(A)	Engineering	Curbs and gutters shall be installed on existing and proposed streets by the subdivider.	
~~**§157.731(C)(1)**~~	~~Planning~~	~~Provide a title report dated no more than 30 days before the date of application.~~	
~~**§157.040(G)**~~	~~Planning~~	~~Provide a signature box for the sanitary sewer authority's signature.~~	
~~**§156.024(A)(2)**~~	~~Planning~~	~~Provide a PDF copy of the proposed plat. Many parts of the scanned document are illegible, including the vicinity map and small text.~~	
~~**§156.024(A)(5)**~~	~~Planning~~	~~Show the site grading via contour lines.~~	
~~**§156.028(F)**~~	~~Planning~~	~~Show the location of existing and proposed improvements such as curbs, gutters, sidewalks, and storm drains. Improvements may be required where none exist.~~	
~~**§156.041(A)(6)**~~	~~Planning~~	~~In addition to the Lot numbers, show house numbers that indicate the street addresses of each lot. House numbers are subject to the approval of the City Engineer.~~	
~~**§156.050(5)**~~	~~Planning~~	~~Note: The Planning Commission is the authority over subdivision amendments. The proposal will be scheduled for the earliest~~	

		~~possible Planning Commission meeting when all staff comments and corrections are sufficiently addressed.~~	
~~**§157.731(C)(2)**~~	~~Building~~	~~Note: A geotechnical study will be requested upon submitting a building permit for a dwelling unit on lot 12.~~	
~~**§157.731(C)(2)**~~	~~Building~~	~~There are no other comments from the building department currently.~~	
~~**§157.731(C)(2)**~~	~~Fire~~	~~Fire staff have reviewed the proposal and currently have no comments.~~	

*Applicant is responsible for responding to each comment as required by West Haven and Utah State Code. Submittals that fail to respond will be returned to the applicant without closure of the review cycle.

CLAY'S RANCHETTES

PART OF S.E.1/4 OF SECTION 3, T5N, R2W, S.L.B.&M.
WEBER COUNTY, UTAH



OWNER'S DEDICATION

The undersigned owners of the foregoing described tract of land do hereby set apart and subdivide the same into lots and streets and utility easements as shown on the above and foregoing plat thereof, which is hereby made a part hereof, and assign to the lands included in said plat the name of Clay's Ranchettes

The undersigned owners further hereby dedicate, grant and convey to Weber County all those parts or portions of said tract of land designated on said plat as streets, the same to be used as public thoroughfares forever and grant and dedicate a perpetual right-of-way and easement over and under the land designated on this plat as public utility easements, the same to be used for the installation, maintenance and operation of public utility service lines as may be authorized by Weber County.

Benton M. Clay & wf. Isabella M. Clay
Benton M. Clay & wf. Isabella M. Clay

Security Title Co. by: Fred H. Glissmeyer Pres.
of Ogden Fred H. Glissmeyer Pres.

H.D. Pippin & wf. Jennie Pippin
H.D. Pippin & wf. Jennie Pippin

BOUNDARY DESCRIPTION

A part of the S.E. 1/4 of Section 3, T5N, R2W., S.L.B.&M. U.S. Survey. Beginning at a point S89°52'W 1260.00 ft. and South 33.00' ft. from the N.E. cor. of said S.E. 1/4 of Section 3, said point being on the South Right-of-Way line of 3600 South Street, running thence South 231.00' ft., thence N89°52'E 715.00' ft., thence South 254.69' ft., thence East 10.00' ft., thence South 664.70' ft., thence N89°44'30"E 502.00' ft. to the west line of 2700 West Street, thence along said line South 50.00' ft., thence S89°44'30"W 150.00'ft., thence So. 10.00 ft., thence S89°44'30"W 365.00 ft., thence So. 69.2 ft., thence S89°44'30"W 780.00 ft. thence No. 275.00 ft., thence West 250.36 ft., thence North 242.50' ft., thence N42°56'16"E 399.51' ft., thence along a regular 147.18' ft. radius curve to the right for an arc length of 64.22' ft., thence North 33.55' ft., thence West 330.00 ft., thence North 264.42' ft., to the South Right-of-Way line of the Layton Canal Co., thence N89°54'E 330.00' ft. along said R.O.W. line, thence North 110.00' ft. to the South line of 3600 South St., thence N89°52'E along said line 60.00' ft. to the point of beginning.

ACKNOWLEDGEMENT

State of Utah } ss
County of Weber }

On this 2nd day of August, 1965, personally appeared before me Benton M Clay & wf. Isabella M. Clay, signers of the above instrument who duly acknowledged to me that they executed the same.

Larry M. Buttars
Notary Public

State of Utah } ss
County of Weber }

On this 17th day of September 1965, personally appeared before me H.D. Pippin & wf. Jennie Pippin, signers of the above instrument who duly acknowledged to me that they executed the same.

Larry M. Buttars
Notary Public

BY: GREAT BASIN MAPPING & SURVEYING
CIVIL ENGINEERS —— LAND SURVEYORS
OGDEN, UTAH

SURVEYOR'S CERTIFIC

I, Jay R. Anderson, a professional ... or in the State of Utah, do hereby ... the foregoing plat of Clay's Ran... in Weber County, Utah, has been co... to the designated scale and is a true ... representation of the foregoing des... lands included in said subdivision, b... compiled from records of the Web... Recorders Office and of a surve... the ground.

Date 5/27/65 Jay R. Anderson

COUNTY SURVEYOR

I hereby certify that I have careful... iqated the lines of survey of the ... plat and legal description of the lan... therein, and found them to be correc... ree with the lines and monuments ... in this office, and hereby approve... this 1 day of OCTOBER, 1965

Granger Pett
County Surveyor

PLANNING COMMIS

The Weber County Planning Comm... by certifies that the foregoing plat ... tion of Clay's Ranchettes was ... by said Commission this 13 day of ... 1965.

Acting Chairman

COUNTY ATTORNEY

I have examined the proposed plat ... Ranchettes and in my opinion it co... the County Ordinances applicable ... now in force and effect.

Sept 28, 1965 date
County Attorn...

COUNTY COMMISSIONI

This is to certify that this plat and ... of Clay's Ranchettes in said Coun... approved and accepted by the Co... missioners of Weber County, Uta... day of October, 1965

Clerk
Chairman

ACKNOWLEDGEMENT

State of Utah } ss
County of Weber }

On this 2 day of August, 1965 ... appeared before me Fred H. Glissm... being by me duly sworn did say th... Pres. of Security Title Co. of Ogden, a ... and that the above instrument was ... behalf of said corporation, by auth... resolution of its Board of Direct... Fred H. Glissmeyer duly acknowle... that said corporation executed the...

Notary Public

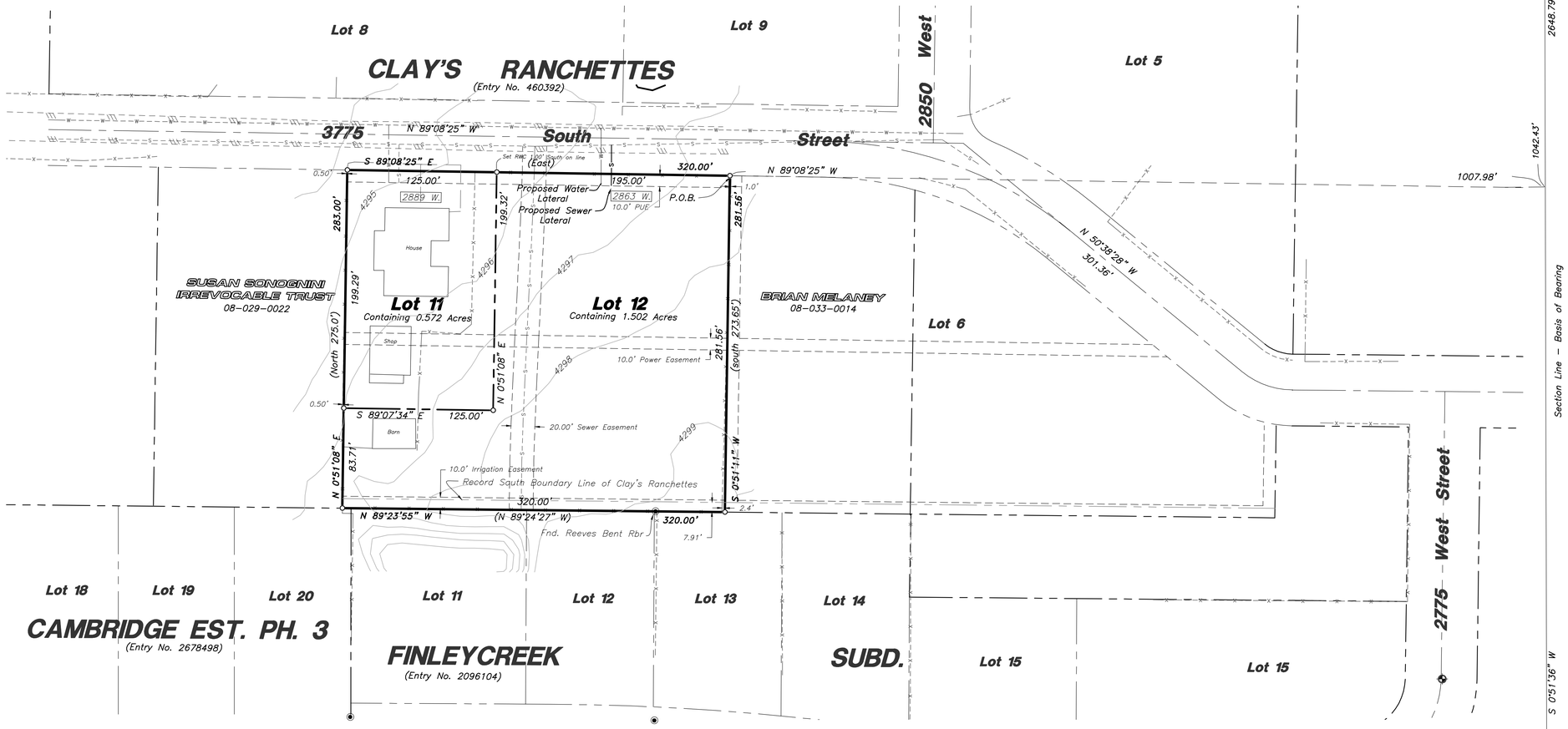
460392

FILED AND ... SECURITY ...
1965 OCT 6 ...
IN BOOK 15 ...
RUTH EA...
WEBER COUN...
DEPUTY ...

Clay's Ranchettes First Amendment

Amending Lot 7

West Haven City, Weber County, Utah
A Part of the Southeast Quarter of Section 3,
Township 5 North, Range 2 West of the Salt Lake Base and Meridian.
July 2026



SURVEYOR'S CERTIFICATE

I, K. Greg Hansen, do hereby certify that I am a Registered Professional Land Surveyor in the State of Utah in accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Act: and I have completed a Survey of the property described on this plat in accordance with Section 17-73-504 and have verified all measurements, and have placed monuments as represented on this plat, and have hereby Amended and Subdivided said tract into two (2) Lots, know hereafter as Clay's Ranchettes First Amendment located in West Haven City, Weber County, Utah, and has been correctly drawn to the designated scale and is true and correct representation of the herein described lands included in said Subdivision, based upon data compiled from records in the Weber County Recorder's Office and from said survey made by me on the ground.

Signed this 22nd day of September, 2026.

K. Greg Hansen P.L.S.
Utah Land Surveyor License No. 167819

REGISTERED LAND SURVEYOR 167819 K. GREG HANSEN STATE OF UTAH

SUBDIVISION BOUNDARY DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

ALL OF LOT 7, CLAY'S RANCHETTES, FILED AS ENTRY NO. 460392 IN THE FILES OF THE WEBER COUNTY RECORDER MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 7, BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 3775 SOUTH STREET LOCATED 1042.43 FEET SOUTH 00°51'36" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER AND 1007.98 FEET NORTH 89°08'25" WEST FROM THE EAST QUARTER CORNER OF SAID SECTION 3;

RUNNING THENCE AROUND THE BOUNDARY OF SAID LOT 7 THE FOLLOWING FOUR (4) COURSES; (1) SOUTH 00°51'11" WEST 281.56 FEET (SOUTH 273.65 FEET TO THE NORTH BOUNDARY LINE OF FINLEYCREEK SUBDIVISION, FILED AS ENTRY NO. 2096104 IN THE FILES OF THE WEBER COUNTY RECORDER; (2) NORTH 89°23'55" WEST (NORTH 89°24'27" WEST BY RECORD) 320.00 FEET; (3) NORTH 00°51'08" EAST 283.00 FEET (NORTH 275.0 FEET BY RECORD) TO SAID SOUTH RIGHT-OF-WAY LINE; AND (4) SOUTH 89°08'25" EAST (EAST BY RECORD) 320.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.074 ACRES.

OWNER'S DEDICATION AND CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AS SHOWN AND DESCRIBED HEREON, AND NAME SAID TRACT CLAY'S RANCHETTES FIRST AMENDMENT AND HEREBY DEDICATE, GRANT AND CONVEY TO THE PUBLIC AND WEST HAVEN CITY, WEBER COUNTY, UTAH, ALL THOSE CERTAIN STRIPS OF LAND SHOWN AS PUBLIC UTILITY EASEMENTS, THE SAME TO INCLUDE PROVISION FOR IRRIGATION, SECONDARY WATER AND DRAINAGE PURPOSES, THE SAME TO BE USED FOR THE ACCESS, INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY SERVICE LINES AND DRAINAGE ASPECTS. WE HEREBY DECLARE THE PLAT NOTES SHOWN HEREON TO BE EFFECTIVE AND BINDING.

IN WITNESS WE HAVE HERE UNTO SET OUR SIGNATURE THIS_____DAY OF_____, 2026.

THOMAS H. CREAMER - TRUSTEE OF THE THOMAS H. AND LORRIE L. CREAMER REVOCABLE LIVING TRUST DATED DECEMBER 15, 2021.

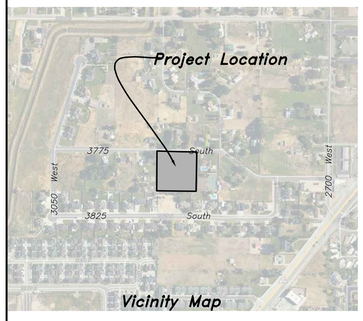
LORRIE L. CREAMER - TRUSTEE OF THE THOMAS H. AND LORRIE L. CREAMER REVOCABLE LIVING TRUST DATED DECEMBER 15, 2021.

TRUST ACKNOWLEDGMENT

STATE OF UTAH)
§
COUNTY OF WEBER)

ON THIS_____DAY OF_____, 2026, THOMAS H. CREAMER AND LORRIE L. CREAMER, TRUSTEES OF THE THOMAS H. AND LORRIE L. CREAMER REVOCABLE LIVING TRUST DATED DECEMBER 15, 2021, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF WEBER, IN THE STATE OF UTAH, THE SIGNERS OF THE ATTACHED OWNERS DEDICATION, TWO IN NUMBERS, WHO DULY ACKNOWLEDGED TO ME THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSE THEREIN MENTIONED ON BEHALF OF SAID TRUST.

STATE OF UTAH NOTARY PUBLIC_____
COMMISSION NUMBER _____
NOTARY PRINTED NAME _____
MY COMMISSION EXPIRES _____



NOTE:

1 - ALL PUBLIC UTILITY EASEMENTS (P.U.E.) ARE 10.0 FOOT WIDE UNLESS OTHERWISE NOTED.

2 - REBAR AND CAP SET ON ALL LOT CORNERS.

3 - CULINARY WATER PROVIDED BY TAYLOR WEST WEBER WATER CO.

4 - SEWER PROVIDED BY CENTRAL WEBER SEWER IMPROVEMENT DISTRICT.

NARRATIVE

The Purpose of this survey was to establish and set the property corners of the 2 lot amended subdivision as shown and described hereon. This amendment is dividing Lot 7 of the Clay's Ranchettes subdivision into two lots. This Survey was ordered by tom Creamer. The south boundary line of said Clay's Ranchetts falls about 8.0' north of the north line of the Finleycreek Subdivision. This survey used the north boundary line of said Finley Creek Subdivision which fits in harmony with the existing occupation lines in the area. The control used to establish the property corners was the existing Weber County Surveyor Monumentation surrounding Section 3, Township 5 North, Range 2 West, S.L.B.&M. The basis of bearing is the east line of the Southeast Quarter of said Section which bears South 0°51'36" West, Utah North, State Plane, Calculated N.A.D.83 Bearing.

Legend

- Subject Property Line
- Interior Lot Line
- Secondary Property Line
- Centerline
- Easement/Right-of-Way Line
- Section Line
- Existing 5.0' Contour
- Existing 1.0' Contour
- Fence Line
- Water Line Existing
- Sewer Line Existing
- Power Line Existing
- Gas Line Existing
- Fiber Optic Line Existing
- Edge of Asphalt Paving
- Telephone Pedestal
- Fire Hydrant
- Water Meter
- Water Valve
- Sewer Manhole
- Power Pole
- Set 24"x5/8" Rebar with Cap
- Found rebar set by others
- Street Monument
- Section Corner

Scale: 1"= 50'
0 50 100
Scale in Feet
(Data in Parentheses is Record)

SANITARY SEWER AUTHORITY APPROVAL

This is to certify that this plat has been reviewed and is hereby approved and accepted by the Board of Directors of the West Haven Special Service District, Utah, this ____ day of_____, 2026.

Chairman, Board of Directors
West Haven Special Service District

Developer:
Tom Creamer
2889 W 3775 S
West Haven, UT 84401
801-695-3574

HANSEN & ASSOCIATES, INC.
Consulting Engineers and Land Surveyors
538 North Main Street, Brigham, Utah 84302
Visit us at www.haies.net
Brigham City (435) 723-3491 Ogden (801) 399-4905 Logan (435) 752-8272
Since 1957

26-3-153 26-3-153v23 creamer.dwg 07/27/26 kgh

WEST HAVEN ENGINEER

I hereby certify that I approve the required improvement standards and drawings for this subdivision and the amount of financial guarantee for these improvements. Signed this_____day of _____,2026.

Signature

WEST HAVEN PLANNING COMMISSION ACCEPTANCE

This is to certify that this subdivision plat was duly approved by the West Haven City Planning Commission on the _____day of_____ 2026.

Chairman, West Haven Planning Commission

WEST HAVEN CITY ACCEPTANCE

This is to certify that this subdivision plat and the dedication and financial guarantee of public improvements thereon are hereby accepted by the West Haven City Council. Signed this day of _____2026.

Mayor

Attest

WEST HAVEN CITY ATTORNEY

I have examined this subdivision plat and in my opinion it conforms with the City Ordinance applicable thereto and now in force and affect. Signed this ___ day of _____, 2026.

City Attorney

COUNTY RECORDER

ENTRY NO._____ FEE PAID _____FILED FOR RECORD AND RECORDED _____, AT _____ IN BOOK_____ OF OFFICIAL RECORDS, PAGE _____

COUNTY RECORDER

BY _____
DEPUTY

N:\2026\26-3-153 Tom Creamer\Drawings\26-3-153r23 Creamer.dwg, 9/22/2026 9:04:43 AM, DWG To PDF.pc3

Planning Commission
Staff Review Memo

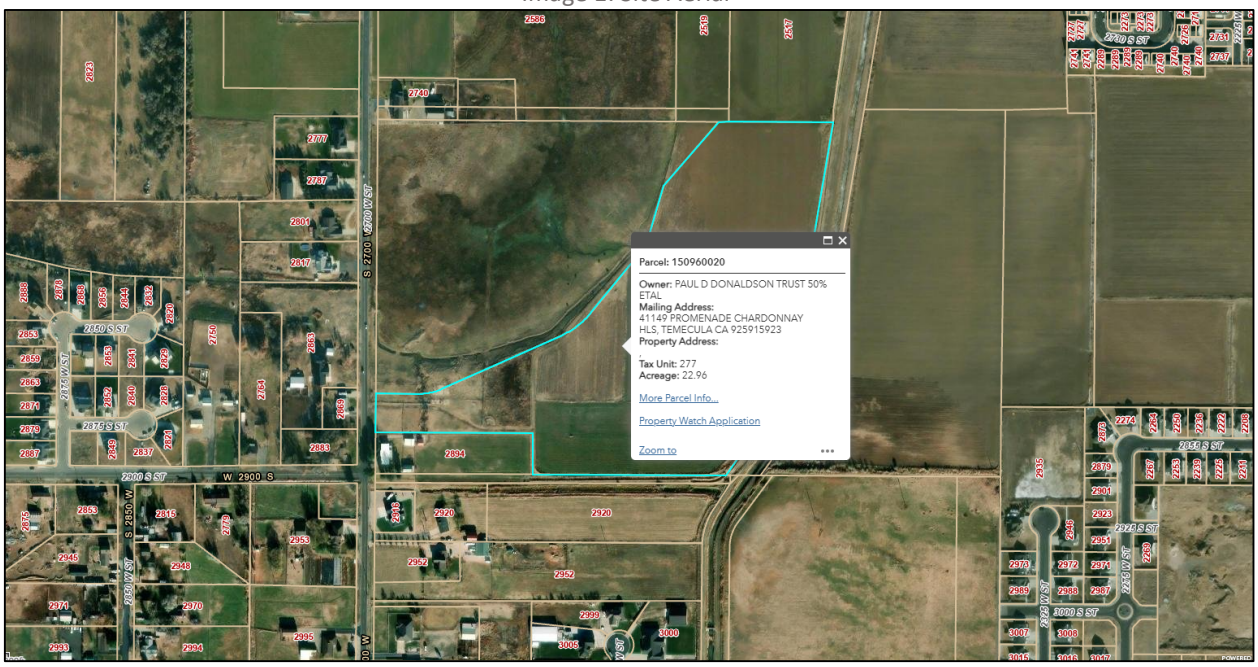
October 28, 2026

Damian Rodriguez, Planner

PRELIMINARY SUBDIVISION REVIEW

Request:	Skyline Subdivision preliminary plat approval
Property Location:	2872 South 2700 West
Property Zone:	R-2, Residential
Property Size:	Approximately 23 acres
Applicant:	Randy Smith
Governing Document(s):	WHZC §156.020 through §156.028
Decision Type:	Administrative
Staff Recommendation:	Approve

Image 1: Site Aerial

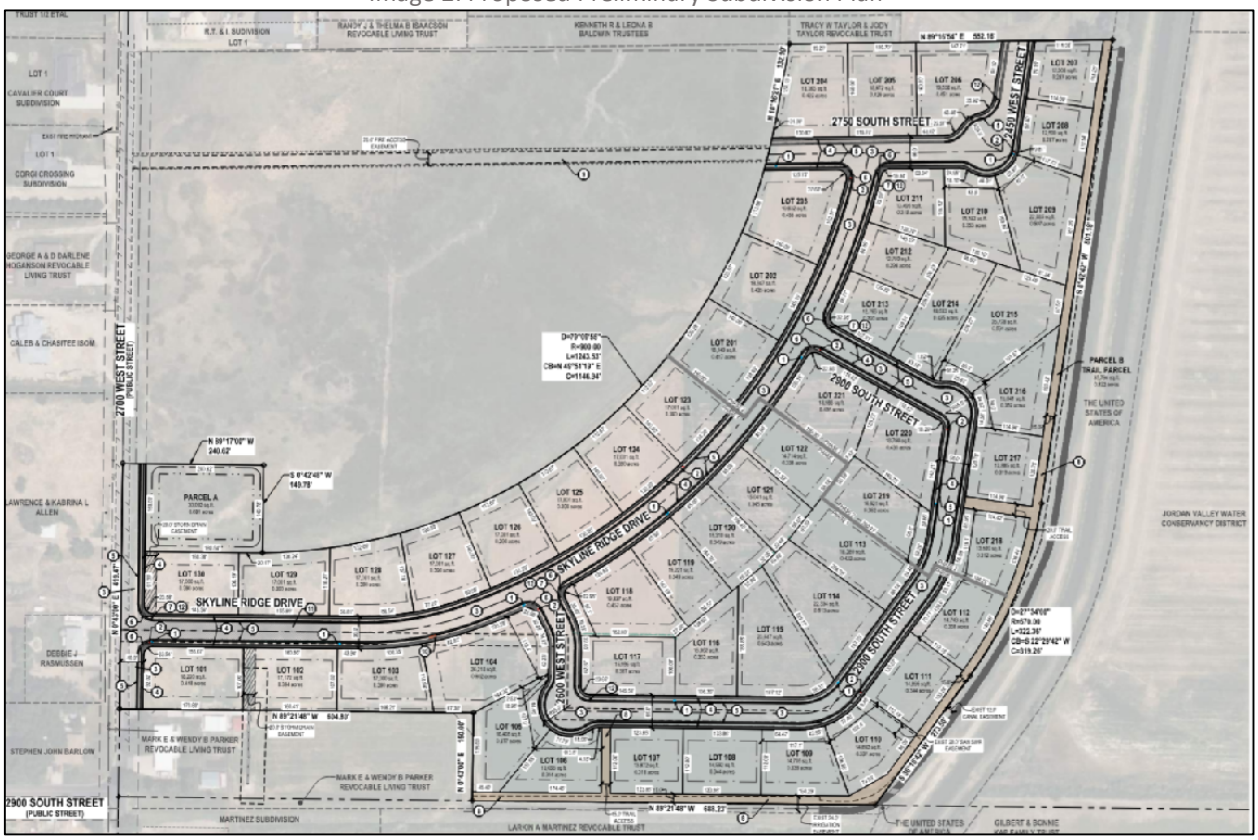


I. BACKGROUND

The applicant requests the Planning Commission grant preliminary approval of the Skyline Subdivision Plan (the proposal) at approximately 2872 South 2700 West (the subject property). The proposal includes 51 lots for single-family homes and a multi-modal trail along the east

boundary, consistent with local and regional active transportation plans. The subdivision is accessed by one two-lane road for public ingress and egress, and one 20' improved easement for emergency access and egress. Weber County Fire District staff reviewed and tentatively approved the proposed easement with conditions (listed in the following section).

Image 2: Proposed Preliminary Subdivision Plan



In accordance with the Subdivision Ordinance, any request for preliminary subdivision approval of property within West Haven City (the City) shall be reviewed by the Planning Commission after having first obtained comments from the City's Development Review Committee (staff).

II. STAFF REVIEW

Staff's review of the proposed plat and subdivision plans, as it pertains to the requirements of the West Haven Zoning Code, is as follows:

§156.024 PRELIMINARY PLAN REQUIREMENTS

Code Section	Requirement Summary	Staff Comment	Compliance Status
(A)(1)	*The preliminary plan shall be drawn to a scale not smaller than 100 feet to the inch and shall*	The proposed subdivision name is provided and has been approved by all reviewing parties. Likewise,	Compliant

	show: The proposed name of the subdivision;	the preliminary plans are drawn to scale and accurately depict the subdivision to the best of staff's ability.	
(A)(2)	*The location as forming a part of a larger tract or parcel, where the plat submitted covered only a part of a larger vacant area. In such case, a sketch of the prospective future street system of the unplatted parts shall be submitted, and the street system of the part submitted shall be considered in the light of adjustments and connections with the future street system of the larger area;*	The applicant has provided for the continuation of the local street system via road stubs to the north and west, the most likely areas of future development as determined by staff.	Compliant
(A)(3)	*Sufficient information to locate accurately the property shown on the plan;*	A vicinity map is provided and has sufficient information to accurately locate the property.	Compliant
(A)(4)	*The individual or company names and addresses of the subdivider, the engineer and the registered land surveyor of the subdivision, and the owners of the land immediately adjoining the land to be subdivided;*	All owner, applicant, and contact information has been provided.	Compliant
(A)(5)	*Contour map at intervals of two feet, five feet, or ten feet, as determined by the Planning Commission;*	Contours have been provided and have been verified to accurately portray the topography and natural features of the property to the best of staff's abilities.	Compliant
(A)(6)	*The boundary lines of the tract to be subdivided;*	The boundary lines of the tract to be subdivided are accurately depicted.	Compliant
(A)(7)	*The location, widths, and other dimensions of all existing or platted streets and other important features, such as*	The map accurately depicts the location of existing and proposed streets, the	Compliant

	railroad lines, watercourses, exceptional topography, and buildings within or immediately adjacent to the tract to be subdivided;	proposed trail system, and the canal.	
(A)(8)	*Existing sanitary sewers, storm drains, water supply mains, water wells, and culverts within the tract and immediately adjacent thereto;*	The plans depict all these utilities and infrastructure. All utility and infrastructure improvements must be found to be compliant with Engineering and Public Works standards during the final subdivision review.	Compliant
(A)(9)	*The location, widths, and other dimensions of proposed public streets, private streets, or private access rights-of-way, alleys, utility easements, parks, other open spaces, and lots with proper labeling of spacing to be dedicated to the public, or designated as private streets or private access rights-of-way; and*	All such widths and other dimensions have been provided and verified.	Compliant
(A)(10)	*North point, scale, and date.*	North point, scale, and date are provided.	Compliant
(B)	*Plans or written statements prepared by a licensed civil engineer regarding the width and type of proposed pavement, location, size, and type of proposed sanitary sewers or other sewage disposal facilities, proposed water mains and hydrants, and other proposed stormwater drainage facilities, and other proposed improvements such as sidewalks, plantings, and parks, and any grading of individual lots.*	All such specifications have been provided and verified to preliminary review standards. A complete Civil Engineering Drawings set will be required with the final subdivision review application.	Compliant
(C)	*UDOT conditional access permit approval or minutes from a UDOT pre-application meeting, if applicable.*	This standard is not applicable for the subject proposal.	Compliant

(D)	*The applicant shall provide will serve or availability letters from the culinary water authority and the sanitary sewer authority regarding the proposed subdivision.*	Will-serve letters have been provided from all required utility service providers, as well as an acknowledgment letter from the adjacent canal owner.	Compliant

Finding: The proposal complies with the preliminary subdivision review standards and is ready to progress into final subdivision review, where a final plat and improvement drawings will be reviewed in greater detail.

In their review of the proposal, Weber County Fire District Staff have expressed the need for maintenance of the proposed emergency access easement, stating:

The emergency access road must be paved and maintained year-round, including plowing and winter maintenance, to ensure it remains accessible for emergency vehicles.

Staff recommend the following conditions of approval:

- To ensure continual accessibility for emergency services, the 20' emergency Fire access will be maintained to IFC improvement standards and shall be kept clear of snow and debris year-round.

§157.123 BUILDING LOT REQUIREMENTS (Zoning Ordinance)

STANDARD	Zone: R-2	Site Plan Proposal	Compliant?
Building height			
Maximum	Thirty-five feet	Buildings are not existing or proposed	Compliant
Minimum	None	Buildings are not existing or proposed	Compliant
Max lot coverage	None	Buildings are not existing or proposed	Compliant
Minimum lot area	12,500 square feet. All lots contiguous to an A-1, A-2, or R-1 Zone are to be a minimum of 17,000 square feet.	12,500 ft^2 with an average of 17,005 ft^2	Not Compliant
Min lot width	All lots are to average 90 feet, with no less than 80 feet.	80' with an average of 118.77'	Compliant
Min yard setbacks			

Front	Twenty-five feet from property line to garage, 20 feet for the home.	Buildings are not existing or proposed	Compliant
Rear	Rear lot line must average 22 feet.	Buildings are not existing or proposed	Compliant
Side	Eight feet minimum on each side.	Buildings are not existing or proposed	Compliant
Side, adj. to street	20 feet minimum for side fronting on a street.	Buildings are not existing or proposed	Compliant

Finding: Two (2) of the proposed 51 lots are currently undersized, namely Lots 105 and 207. Although all lots exceed the base minimum lot area of 12,500 square feet for the R-2 Zone, lots adjacent to agricultural zones are subject to the increased minimum lot standard of 17,000 square feet to buffer such land uses and create a more seamless transition between zones.

Staff do not feel that this deficiency should prevent preliminary approval. The applicant has not had sufficient time to address the deficiency, as it was brought to their attention in the most recent iteration of reviews. Lots are exempt from the increased standard where a natural buffer exists, such as the proposed trail and existing canal on the east and south sides of the subject property. All proposed periphery lots either meet the increased requirement or are separated via a natural buffer except for Lots 105 and 207. The applicant and staff also agree that correcting the deficiency will not result in any significant material change to the proposed subdivision.

Staff recommends the following condition of approval:

- All staff comments on the attached corrections report are satisfactorily addressed prior to final plat approval.

III. RECOMMENDED ACTION

Based on the findings listed in Section II of this report, staff recommend that the Planning Commission move to **approve** the preliminary subdivision plans, subject to the following conditions of approval:

- To ensure continual accessibility for emergency services, the 20' emergency Fire access will be maintained to IFC improvement standards and shall be kept clear of snow and debris year-round.
- All staff comments on the attached corrections report are satisfactorily addressed prior to final plat approval.

IV. POSSIBLE MOTION

Approve with staff-recommended conditions:
Motion to grant preliminary approval of the proposed Skyline Subdivision at approximately 2800 South 2700 West, subject to the following conditions:

1. To ensure continual accessibility for emergency services, the 20' emergency Fire access will be maintained to IFC improvement standards and shall be kept clear of snow and debris year-round.
2. All staff comments on the attached corrections report are satisfactorily addressed prior to final plat approval.

Approve with modified conditions:
Motion to grant preliminary approval of the proposed Skyline Subdivision at approximately 2800 South 2700 West, subject to the following conditions:

[List Conditions]

Approve outright:
Motion to grant preliminary approval of the proposed Skyline Subdivision at approximately 2800 South 2700 West, finding that the proposal generally complies with the standards of the subdivision and zoning ordinances and is ready to progress to final subdivision review.

Table:
Motion to grant table action on the proposed Skyline Subdivision at approximately 2800 South 2700 West, finding that the proposal generally does not comply with the standards of the subdivision and zoning ordinances and must be amended before the item can be considered for preliminary approval.

West Haven Licensing and Permitting

Skyline

04/01/2026 - 09/30/2027

Subdivision

General

Application Status

Under Review

Printed: 10/22/2026

Permit/License #

9936907

Reference Number

43813990-1ef1-11f1-84eb-99d427db8d96

Status

Active

Application Review Status

Pre-Review	Complete
Planning & Zoning	Reviewing
Engineering	Reviewing
Building	Complete
Fire	Reviewing
Public Works	Complete
Planning Commission	Not Reviewed
Final-Review	Not Reviewed

Date Submitted

03/13/2026

Fees

Preliminary Filing Fee	$500.00
Preliminary Per-Lot Fee	$2,550.00
Subtotal	**$3,050.00**
Processing Fee	**$106.75**
Total	**$3,156.75**
Amount Paid	**$3,156.75**
Total Due	**$0.00**

Payments

04/01/2026	Online	$3,050.00
Total Paid		**$3,156.75**

Application Form Data

(Empty fields are not included)

Application Type

Preliminary

First Name

Randy

Last Name

Smith

Contact Email

[redacted]

Contact Phone

[redacted]

Mailing Addres

[redacted]

City

[redacted]

State

[redacted]

Zip Code

[redacted]

Is the applicant the property owner?

No

Owner Name

Paul D Donaldson Trust 50% ETAL

Owner Email

[redacted]

Owner Phone

[redacted]

Address

[redacted]

City

[redacted]

State

[redacted]

Zip Code

[redacted]

Upload Completed Owner/Agent Authorization Form or Letter

Paul D Donaldson West Haven Affidavit.pdf

Subdivision Name

Skyline

Subdivision Phase

Prelim Plat

Project Address

2872 South 2700 West

Parcel Number(s)

150960020

Property Zone (select all that apply)

R-2

Total Number of Lots or Units

51

Surveyor/Engineer Name

Ensign

Contact Email

[redacted]

Contact Phone

[redacted]

Address

919 N 400 W

City

Layton

State

UT

Zip Code

84041

Upload Preliminary Plat

Prelim Plat_Skyline_03.12.2026_.pdf

Upload Completed Affidavit of Understanding and Acceptance of Fees

Paul D Donaldson West Haven Affidavit.pdf

Upload All Additional Files and Documentation Required by City Planner

BLA_Skyline_4.28.2026 recorded.pdf

Signature

I agree that the facts stated in this application are true, and upon changes I will provide notification as needed.

Electronically Signed

K Randy Smith - 03/13/2026 9:28 am

West Haven Improvement Drawing Review

Project	Skyline Subdivision Preliminary Review
Review Cycle	3
Date:	10/19/2026

Code Reference	City Department	City Comment	Applicant Response
§156.123(D)	Planning	Lots 105 and 207 are undersized. All lots contiguous to an A-1 or A-2 Zone are to be a minimum of 17,000 square feet.	
§156.041(A)(6)	Planning	Note: On the final plat, show street addresses for each lot of the subdivision. Coordinate with City Engineer for property addressing.	
§156.040	Planning	Note: A plat draft is required at the time of final subdivision application and is subject to the standards of §156.040. The review of this document is subject to additional comments and corrections if applicable.	
IFC	Fire	The emergency access road must be paved and maintained year-round, including plowing and winter maintenance, to ensure it remains accessible for emergency vehicles.	
~~**§156.022**~~	~~Engineering~~	~~See the attached redlined drawings for Engineering comments and corrections.~~	
~~**§156.055(A)**~~	~~Planning~~	~~Internal roads shall continue as depicted in the attached, red-lined document to~~	

		provide for future connections. The roads shall terminate with a turnaround in accordance with West Haven City Public Works standards. See the images attached on page 5 of this report for temporary turnaround standards.	
§156.024(D)	Planning	Provide will-serve or availability letters from the culinary water, secondary water, and sanitary sewer service providers. Will-serve letters are required before the proposal can be scheduled to go to Planning Commission for preliminary approval.	
§156.055(C)	Planning	A second access road will need to be provided. Two or more access roads are required for a residential subdivision of more than 30 units. Note: The required second access must be available to the public. A Fire access easement will not satisfy this requirement.	
§156.091(J)(1)	Planning	All developers proposing to develop or subdivide adjacent to a canal must provide written documentation to the city demonstrating that the canal company responsible for that canal has satisfied itself that the development will not encroach on the canal company's maintenance right-of-way or otherwise impede canal operations; and, evidencing agreement on the part of	

		~~the developer, to abide by the requirements of the canal company as those requirements may effect the proposed adjacent development.~~ ~~The said letter must be provided before the plat can go to Planning Commission for preliminary approval.~~	
~~**§156.024**~~	~~Planning~~	~~Please provide a response sheet addressing the comments in this report with the next resubmittal.~~	
~~**§156.028(D)**~~	~~Planning~~	~~The subdivision boundaries do not correspond with the parcel boundaries. The approved boundary adjustment must be recorded before final subdivision approval.~~	
~~**§156.040(B)(1)**~~	~~Planning~~	~~A trail is planned to run adjacent to the subject property to the east and south. Show the trail dedication in these areas and provide at least 2 access points to the trail as depicted in the red-lined attachment.~~	
~~**§156.022**~~	~~Public works~~	~~A WHSSD will-serve letter is required.~~	
~~**§156.022**~~	~~Public Works~~	~~The road profile for this area needs to be changed to reflect 10" subbase, 6" road base, and 4" asphalt.~~	
~~**§156.022**~~	~~Public Works~~	~~We also request that street address signs be installed on every street with a change in coordinates.~~	
~~**§156.022**~~	~~Public Works~~	~~All connection to existing sewer will have to be stainless banded insert-a-tees.~~	
~~**§156.022**~~	~~Public Works~~	~~The two intersecting manholes on the north of the project don't need to be 5' dia. Both manholes from the deviated line will need~~	

		~~to be replaced. Note: The alignment of the proposed sanitary sewer service line, particularly for Lot 27, may be subject to further comments or corrections as the review progresses.~~	
~~**IBC**~~	~~Building~~	~~There shall be a complete geotechnical study completed for the proposed subdivision. The number of borings and test pits shall be determined by the geotechnical engineer. A copy of the study shall be provided to the city. At this time, it is undetermined if basements will be or will not be allowed. This will be determined once the geotechnical study has been received and reviewed by the West Haven City staff.~~	
~~**IFC**~~	~~Fire~~	~~The original plans reviewed indicate that Street E terminates in a cul-de-sac rather than a dead-end road. An approved turnaround, consistent with the requirements in Appendix D, must be provided at the end of street E.~~	
~~**IFC**~~	~~Fire~~	~~Note: The plan must be approved by West Haven City.~~	
~~**IFC**~~	~~Fire~~	~~To meet fire code, all units must be protected with fire sprinklers; however, providing a second means of access would eliminate the sprinkler requirement, so a second access is preferred if possible. See full plan review.~~	
~~**IFC**~~	~~Fire~~	~~Note: Please contact our offices at 801-782-3580 to arrange payment of the plan review fee.~~	

*Applicant is responsible for responding to each comment as required by West Haven and Utah State Code. Submittals that fail to respond will be returned to the applicant without closure of the review cycle.

Wilson Irrigation Company
1707 Farr West Drive, Farr West, UT 84404

September 25, 2026

To: West Haven City Planning and Engineering

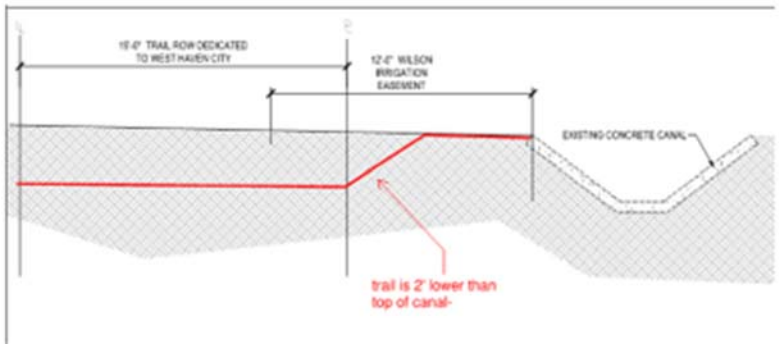
RE: Skyline Subdivision and City Trail

To Whom it may Concern;

Thank you for the opportunity to express concerns with this and future developments along WIC Conveyance. A few past improvements adjacent to canal have left the access to canal in accessible. Please understand after subdivisions have been complete, WIC has had issues maintaining and accessing ROW, because these issues not being addressed or brought to attention with Development review.

Wilson Irrigation Company is in agreement to allow Subdivision and the City Trail being placed on WIC easement, receive preliminary approval, with the following exceptions: the below items are to be implemented in design and a License Agreement with the Developer (including review and inspections fees) and a separate agreement with City (prior to construction of trail) be executed outlining the following items.

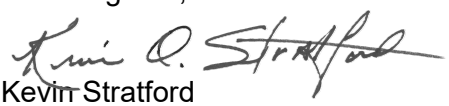
1. Existing Turnout serving the parcel is to be removed and grouted.
2. WIC will allow Trail to be on easement with the following requirements
    a. WIC will have access from trail to easement, if fenced, gates placed to ensure access for maintenance required.
    b. Upon Trail construction, the embankment from top of canal to edge of trail shall have slopes adequate to maintain.
    c. Canal ROW on or adjacent to trail must be maintained by trail owner, the embankment must be properly graded for a tractor rideable mower.



WIC appreciates the efforts of Developer and City to ensure that the canal ROW be accessible and graded to allow for maintenance. This has been a repeated issue/problem with other subdivisions that did not adequately provide graded embankment adjacent to their property and maintenance is

done by man power. Residents will appreciate the appearance of the trail buffer and adequately maintained shoulder.

Best Regards,



Kevin Stratford

Cc'd
Cam Preston
Randy Smith
Cayden Wright
Edward Mignone
Cayden Wright
Tyler Nielson

811 Know what's below. Call before you dig.

CALL BLUESTAKES @ 811
AT LEAST 48 HOURS PRIOR
TO THE COMMENCEMENT
OF ANY CONSTRUCTION

BENCHMARK

WEST QUARTER CORNER OF SECTION 35,
TOWNSHIP 6 NORTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN

ELEV = 4276.70'

PRELIMINARY
SKYLINE SUBDIVISION

PRELIMINARY
FOR REVIEW
NOT FOR CONSTRUCTION

DATE PRINTED
September 28, 2026

APPROXIMATELY 2800 SOUTH 2700 WEST
WEST HAVEN, UTAH

INDEX OF DRAWINGS

C-001 GENERAL NOTES
C-100 PRELIMINARY SITE PLAN
C-200 PRELIMINARY GRADING AND DRAINAGE PLAN
C-300 PRELIMINARY UTILITY PLAN
C-400 DETAILS

NOTICE TO CONTRACTOR

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF UTAH DEPARTMENT OF INDUSTRIAL RELATIONS CONSTRUCTION SAFETY ORDERS." THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.

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

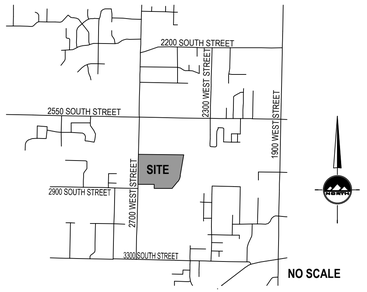
NOTICE TO DEVELOPER/ CONTRACTOR

UNAPPROVED DRAWINGS REPRESENT WORK IN PROGRESS, ARE SUBJECT TO CHANGE, AND DO NOT CONSTITUTE A FINISHED ENGINEERING PRODUCT. ANY WORK UNDERTAKEN BY DEVELOPER OR CONTRACTOR BEFORE PLANS ARE APPROVED IS UNDERTAKEN AT THE SOLE RISK OF THE DEVELOPER, INCLUDING BUT NOT LIMITED TO BIDS, ESTIMATION, FINANCING, BONDING, SITE CLEARING, GRADING, INFRASTRUCTURE CONSTRUCTION, ETC.

UTILITY DISCLAIMER

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND / OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

VICINITY MAP



GENERAL NOTES

1. ALL WORK SHALL CONFORM TO WEST HAVEN CITY STANDARDS & SPECIFICATIONS.
2. CALL BLUE STAKES AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.

ENSIGN
THE STANDARD IN ENGINEERING

LAYTON
919 North 400 West
Layton, UT 84041
Phone: 801.547.1100

SANDY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
FIELDSTONE CROSSINGS, LLC
12896 S PONY EXPRESS ROAD, SUITE 400
DRAPER, UT 84020

CONTACT:
FIELDSTONE HOMES
PHONE: 801.568.2350

SKYLINE SUBDIVISION
APPROXIMATELY 2800 SOUTH 2700 WEST
WEST HAVEN, UTAH

NO.	DATE	REVISION
		FOR REVIEW

PROJECT NUMBER 14081
PRINT DATE 2026-09-28
PROJECT MANAGER C.PRESTON
DESIGNED BY M.ELMER

GENERAL NOTES

1. ALL CONSTRUCTION MUST STRICTLY FOLLOW THE STANDARDS AND SPECIFICATIONS SET FORTH BY: THE DESIGN ENGINEER, LOCAL AGENCY JURISDICTION, APWA (CURRENT EDITION), AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.). THE ORDER LISTED ABOVE IS ARRANGED BY SENIORITY. THE LATEST EDITION OF ALL STANDARDS AND SPECIFICATIONS MUST BE ADHERED TO. IF A CONSTRUCTION PRACTICE IS NOT SPECIFIED BY ANY OF THE LISTED SOURCES, CONTRACTOR MUST CONTACT DESIGN ENGINEER FOR DIRECTION.
2. CONTRACTOR TO STRICTLY FOLLOW THE MOST CURRENT COPY OF THE SOILS REPORT FOR THIS PROJECT. ALL GRADING INCLUDING BUT NOT LIMITED TO CUT, FILL, COMPACTION, ASPHALT SECTION, SUBBASE, TRENCH EXCAVATION/BACKFILL, SITE GRUBBING, AND FOOTINGS MUST BE COORDINATED DIRECTLY WITH SOILS REPORT.
3. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING, AND BRING UP ANY QUESTIONS BEFORE SUBMITTING BID.
4. CONTRACTOR SHALL PROVIDE A CONSTRUCTION SCHEDULE IN ACCORDANCE WITH THE CITY, STATE, OR COUNTY REGULATIONS FOR WORKING IN THE PUBLIC WAY.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ACCORDING TO GOVERNING AGENCY STANDARDS. WET DOWN DRY MATERIALS AND RUBBISH TO PREVENT BLOWING.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT SURFACE IMPROVEMENTS.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY SETTLEMENT OF OR DAMAGE TO EXISTING UTILITIES.
8. THE CONTRACTOR IS RESPONSIBLE TO FURNISH ALL MATERIALS TO COMPLETE THE PROJECT.
9. ALL EXPOSED SURFACES WILL HAVE A TEXTURED FINISH, RUBBED, OR BROOMED. ANY "PLASTERING" OF NEW CONCRETE WILL BE DONE WHILE IT IS STILL "GREEN".
10. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
11. THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE. CONTRACTOR SHALL START INSTALLATION AT LOW POINT OF ALL NEW GRAVITY UTILITY LINES.
12. ALL DIMENSIONS, GRADES, AND UTILITY DESIGN SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIST, PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
13. NO CHANGE IN DESIGN LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER.
14. NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, MAINTAINING, OR RESTORING ALL MONUMENTS AND MONUMENT REFERENCE MARKS WITHIN THE PROJECT SITE. CONTACT THE CITY OR COUNTY SURVEYOR FOR MONUMENT LOCATIONS AND CONSTRUCTION DETAILS.
16. EXISTING UTILITY INFORMATION SHOWN IS FOR INFORMATIONAL PURPOSES ONLY. IT IS DERIVED FROM ON-SITE SURVEY AND/OR UTILITY MAPPING PROVIDED TO THE ENGINEER, AND THEREFORE UTILITIES MAY NOT BE LOCATED CORRECTLY, EITHER HORIZONTALLY OR VERTICALLY, AND MAY NOT BE ALL INCLUSIVE. CONTRACTOR IS REQUIRED TO FOLLOW THE PROCEDURE OUTLINED BELOW:
    - 16.1. CONTRACTOR IS REQUIRED TO LOCATE AND POTHOLE ALL EXISTING UTILITY LINES (BOTH HORIZONTALLY AND VERTICALLY) THAT AFFECT THE PROJECT CONSTRUCTION, EITHER ON-SITE OR OFF-SITE, AND DETERMINE IF THERE ARE ANY CONFLICTS WITH THE DESIGN OF THE SITE AS SHOWN ON THE APPROVED PLANS PRIOR TO ANY CONSTRUCTION. IF IT IS DETERMINED THAT CONFLICTS EXIST BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES (OR ANOTHER ASPECT OF PROPOSED CONSTRUCTION) THE ENGINEER MUST BE NOTIFIED IMMEDIATELY TO CORRECT THE CONFLICTS BEFORE ANY WORK CAN BEGIN. IF THE CONTRACTOR FAILS TO FOLLOW THIS ABSOLUTE REQUIREMENT AND CONFLICTS ARISE DURING CONSTRUCTION THE CONTRACTOR WILL BEAR THE SOLE RESPONSIBILITY TO FIX THE CONFLICTS.
    - 16.2. CONTRACTOR IS REQUIRED TO VERIFY THAT PROPER COVER AND PROTECTION OF EXISTING UTILITY LINES IS MAINTAINED OR ATTAINED WITHIN THE DESIGN ONCE VERIFICATION OF THE EXISTING UTILITIES IS COMPLETED AS OUTLINED IN 16.1 ABOVE.
    - 16.3. IN ADDITION TO 16.1 AND 16.2 ABOVE THE CONTRACTOR WILL VERIFY DEPTHS OF UTILITIES IN THE FIELD BY "POTHOLING" A MINIMUM OF 300 FEET AHEAD OF PROPOSED PIPELINE CONSTRUCTION TO AVOID POTENTIAL CONFLICTS WITH DESIGNED PIPELINE ALIGNMENT AND GRADE AND EXISTING UTILITIES.
    - 16.4. IF A CONFLICT ARISES BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES (OR ANOTHER ASPECT OF PROPOSED CONSTRUCTION) AS DETERMINED UNDER 16.1, 16.2 OR 16.3 THE CONTRACTOR WILL NOTIFY THE ENGINEER IMMEDIATELY TO RESOLVE THE CONFLICT.
    - 16.5. IF A CONFLICT ARISES BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES (OR ANOTHER ASPECT OF PROPOSED CONSTRUCTION) RESULTING FROM THE CONTRACTOR'S NEGLIGENCE TO IDENTIFY AND/OR "POTHOLE" EXISTING UTILITIES AS REQUIRED IN 16.1, 16.2 AND 16.3 ABOVE, THE CONTRACTOR WILL BE REQUIRED TO RESOLVE THE CONFLICT WITHOUT ADDITIONAL COST OR CLAIM TO THE OWNER OR ENGINEER.
17. ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
18. CONSULT ALL OF THE DRAWINGS AND SPECIFICATIONS FOR COORDINATION REQUIREMENTS BEFORE COMMENCING CONSTRUCTION.
19. AT ALL LOCATIONS WHERE EXISTING PAVEMENT ABUTS NEW CONSTRUCTION, THE EDGE OF THE EXISTING PAVEMENT SHALL BE SAWCUT TO A CLEAN, SMOOTH EDGE.
20. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT, ADOPTED EDITION OF ADA ACCESSIBILITY GUIDELINES.
21. CONTRACTOR SHALL, AT THE TIME OF BIDDING AND THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE OF UTAH AND SHALL BE BONDABLE FOR AN AMOUNT REQUIRED BY THE OWNER.
22. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTOR'S USE DURING CONSTRUCTION.
23. CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL RE-TESTING AND/OR RE-INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.
24. IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT. THERE WILL BE NO EXTRA COST DUE TO THE CONTRACTOR FOR REPLACING OR REPAIRING EXISTING IMPROVEMENTS.
25. WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.
26. CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL STRUCTURES AND OTHER FACILITIES. RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO THE ENGINEER ONE SET OF NEATLY MARKED RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE RECORD DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.
27. WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.
28. ALL EXISTING GATES AND FENCES TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL GATES AND FENCES FROM DAMAGE.
29. ALL EXISTING TREES ARE TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL TREES FROM DAMAGE.
30. ASPHALT MIX DESIGN MUST BE SUBMITTED AND APPROVED BY THE GOVERNING AGENCY PRIOR TO THE PLACEMENT.
31. CONTRACTORS ARE RESPONSIBLE FOR ALL OSHA REQUIREMENTS ON THE PROJECT SITE.
32. A UPDES (UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT IS REQUIRED FOR ALL CONSTRUCTION ACTIVITIES 1 ACRE OR MORE AS WELL AS A STORM WATER POLLUTION PREVENTION PLAN.

UTILITY NOTES

1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS, CITY AND STATE REQUIREMENTS AND THE MOST RECENT EDITIONS OF THE FOLLOWING: THE INTERNATIONAL PLUMBING CODE, UTAH DRINKING WATER REGULATIONS, APWA MANUAL OF STANDARD PLANS AND SPECIFICATIONS. THE CONTRACTOR IS REQUIRED TO ADHERE TO ALL OF THE ABOVE-MENTIONED DOCUMENTS UNLESS OTHERWISE NOTED AND APPROVED BY THE ENGINEER.
2. CONTRACTOR SHALL COORDINATE LOCATION OF NEW "DRY UTILITIES" WITH THE APPROPRIATE UTILITY COMPANY, INCLUDING BUT NOT LIMITED TO: TELEPHONE & INTERNET SERVICE, GAS SERVICE, CABLE, AND POWER.
3. EXISTING UTILITIES HAVE BEEN SHOWN ON THE PLANS BASED ON ON-SITE SURVEY. PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE, IN THE FIELD, THEIR MAIN AND SERVICE LINES. THE CONTRACTOR SHALL NOTIFY BLUE STAKES AT 1-800-662-4111 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK. THE CONTRACTOR SHALL RECORD THE BLUE STAKES ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER AND ENGINEER PRIOR TO ANY EXCAVATION. IT WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO DIRECTLY CONTACT ANY OTHER UTILITY COMPANIES THAT ARE NOT MEMBERS OF BLUE STAKES. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY REPAIRS NECESSARY TO DAMAGED UTILITIES SHALL BE PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE REQUIRED TO COOPERATE WITH OTHER CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE PROJECT.
4. CARE SHOULD BE TAKEN IN ALL EXCAVATIONS DUE TO POSSIBLE EXISTENCE OF UNRECORDED UTILITY LINES. EXCAVATION REQUIRED WITHIN PROXIMITY OF EXISTING UTILITY LINES SHALL BE DONE BY HAND. CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITY LINES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT CONTRACTOR'S EXPENSE.
5. TRENCH BACKFILL MATERIAL AND COMPACTION TESTS ARE TO BE TAKEN PER APWA STANDARD SPECIFICATIONS (CURRENT EDITION), SECTION 33 05 20 - BACKFILLING TRENCHES, OR AS REQUIRED BY THE GEOTECHNICAL REPORT IF NATIVE MATERIALS ARE USED. NO NATIVE MATERIALS ARE ALLOWED IN THE PIPE ZONE. THE MAXIMUM LIFT FOR BACKFILLING EXCAVATIONS IS DETERMINED BY THE GEOTECHNICAL RECOMMENDATIONS.
6. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONFORMING TO LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES AND FOR THE PROTECTION OF WORKERS.
7. THE CONTRACTOR IS REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE APPROVED PROJECT LIMITS. THIS INCLUDES, BUT IS NOT LIMITED TO VEHICLE AND EQUIPMENT STAGING, MATERIAL STORAGE AND LIMITS OF TRENCH EXCAVATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMISSION AND/OR EASEMENTS FROM THE APPROPRIATE GOVERNING ENTITY AND/OR INDIVIDUAL PROPERTY OWNER(S) FOR WORK OR STAGING OUTSIDE OF THE PROJECT LIMITS.
8. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE, CAUSED BY ANY CONDITION INCLUDING SETTLEMENT, TO EXISTING UTILITIES FROM WORK PERFORMED AT OR NEAR EXISTING UTILITIES. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT ALL EXISTING PUBLIC AND PRIVATE ROADWAY AND UTILITY FACILITIES. DAMAGE TO EXISTING FACILITIES CAUSED BY THE CONTRACTOR MUST BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE TO THE SATISFACTION OF THE OWNER OF SAID FACILITIES.
9. ALL WATER LINE AND SEWER LINE INSTALLATION AND TESTING TO BE IN ACCORDANCE WITH LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
10. ALL MANHOLES, HYDRANTS, VALVES, CLEANOUT BOXES, CATCH BASINS, METERS, ETC. MUST BE RAISED OR LOWERED TO FINAL GRADE PER APWA (CURRENT EDITION) STANDARDS AND INSPECTOR REQUIREMENTS. CONCRETE COLLARS MUST BE CONSTRUCTED ON ALL MANHOLES, CLEANOUT BOXES, CATCH BASINS, AND VALVES PER APWA STANDARDS. ALL MANHOLE, CATCH BASIN, OR CLEANOUT BOX CONNECTIONS MUST BE MADE WITH THE PIPE CUT FLUSH WITH THE INSIDE OF THE BOX AND GROUTED OR SEALED.
11. CONTRACTOR SHALL NOT ALLOW ANY GROUNDWATER OR DEBRIS TO ENTER THE NEW OR EXISTING PIPE DURING CONSTRUCTION.
12. SILT AND DEBRIS ARE TO BE CLEANED OUT OF ALL STORM DRAIN BOXES. CATCH BASINS ARE TO BE MAINTAINED IN A CLEANED CONDITION AS NEEDED UNTIL AFTER THE FINAL BOND RELEASE INSPECTION.
13. CONTRACTOR SHALL CLEAN ASPHALT, TAR OR OTHER ADHESIVES OFF OF ALL MANHOLE LIDS AND INLET GRATES TO ALLOW ACCESS.
14. EACH TRENCH SHALL BE EXCAVATED SO THAT THE PIPE CAN BE LAID TO THE ALIGNMENT AND GRADE AS REQUIRED. THE TRENCH WALL SHALL BE SO BRACED THAT THE WORKMEN MAY WORK SAFELY AND EFFICIENTLY. ALL TRENCHES SHALL BE DRAINED SO THE PIPE LAYING MAY TAKE PLACE IN DEWATERED CONDITIONS.
15. CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES AMPLE MEANS AND DEVICES WITH WHICH TO REMOVE PROMPTLY AND TO PROPERLY DISPOSE OF ALL WATER ENTERING THE TRENCH EXCAVATION.
16. ALL SEWER LINES AND SEWER SERVICES SHALL HAVE A MINIMUM SEPARATION OF 10 FEET, EDGE TO EDGE, FROM THE WATER LINES. IF A 10 FOOT SEPARATION CAN NOT BE MAINTAINED, CONSTRUCT PER GOVERNING AGENCY'S MINIMUM SEPARATION STANDARDS.
17. CONTRACTOR SHALL INSTALL THRUST BLOCKING AT ALL WATERLINE ANGLE POINTS AND TEES.
18. ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK AND STREET PAVING.
19. CONTRACTOR SHALL INSTALL MAGNETIC LOCATING TAPE CONTINUOUSLY OVER ALL NONMETALLIC PIPE.

TRAFFIC CONTROL AND SAFETY NOTES

1. TRAFFIC CONTROL AND STRIPING TO CONFORM TO THE CURRENT MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).
2. BARRICADING AND DETOURING SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF THE CURRENT M.U.T.C.D.
3. NO STREET SHALL BE CLOSED TO TRAFFIC WITHOUT WRITTEN PERMISSION FROM THE APPROPRIATE AGENCY, EXCEPT WHEN DIRECTED BY LAW ENFORCEMENT OR FIRE OFFICIALS.
4. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PROVIDE FOR SMOOTH TRAFFIC FLOW AND SAFETY. ACCESS SHALL BE MAINTAINED FOR ALL PROPERTIES ADJACENT TO THE WORK.
5. DETOURING OPERATIONS FOR A PERIOD OF SIX CONSECUTIVE CALENDAR DAYS, OR MORE, REQUIRE THE INSTALLATION OF TEMPORARY STREET STRIPING AND REMOVAL OF INTERFERING STRIPING BY SANDBLASTING. THE DETOURING STRIPING PLAN OR CONSTRUCTION TRAFFIC CONTROL PLAN MUST BE SUBMITTED TO THE GOVERNING AGENCY FOR REVIEW AND APPROVAL.
6. ALL TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AT THE END OF THE WORK TO THE SATISFACTION OF THE GOVERNING AGENCY.
7. TRAFFIC CONTROL DEVICES (TCDs) SHALL REMAIN VISIBLE AND OPERATIONAL AT ALL TIMES.
8. ALL PERMANENT TRAFFIC CONTROL DEVICES CALLED FOR HEREON SHALL BE IN PLACE AND IN FINAL POSITION PRIOR TO ALLOWING ANY PUBLIC TRAFFIC ONTO THE PORTIONS OF THE ROAD(S) BEING IMPROVED HEREUNDER, REGARDLESS OF THE STATUS OF COMPLETION OF PAVING OR OTHER OFF-SITE IMPROVEMENTS CALLED FOR BY THESE PLANS.
9. THE CONTRACTOR SHALL PROVIDE BARRICADES, SIGNS, FLASHERS, OTHER EQUIPMENT AND FLAG PERSONS NECESSARY TO INSURE THE SAFETY OF WORKERS AND VISITORS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING UTAH TRANSIT AUTHORITY (UTA) IF THE CONSTRUCTION INTERRUPTS OR RELOCATES A BUS STOP OR HAS AN ADVERSE EFFECT ON BUS SERVICE ON THAT STREET TO ARRANGE FOR TEMPORARY RELOCATION OF STOP.

DEMOLITION NOTES

1. EXISTING UTILITY INFORMATION SHOWN IS FOR INFORMATIONAL PURPOSES ONLY. IT IS DERIVED FROM ON-SITE SURVEY AND MAY NOT BE LOCATED CORRECTLY AND IS NOT ALL INCLUSIVE. CONTRACTOR SHALL FIELD LOCATE ALL UTILITIES WITHIN THE PROJECT LIMITS BEFORE BEGINNING DEMOLITION/CONSTRUCTION.
2. THERE MAY BE BURIED UTILITIES WITHIN THE LIMITS OF DISTURBANCE THAT ARE NOT SHOWN ON THE PLANS DUE TO LACK OF MAPPING OR RECORD INFORMATION. CONTRACTOR SHALL NOTIFY THE ENGINEER WHEN UNEXPECTED UTILITIES ARE DISCOVERED.
3. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR LOCATING AND PROTECTING FROM DAMAGE ALL EXISTING UTILITIES AND IMPROVEMENTS WHETHER OR NOT SHOWN ON THESE PLANS. THE FACILITIES AND IMPROVEMENTS ARE BELIEVED TO BE CORRECTLY SHOWN BUT THE CONTRACTOR IS REQUIRED TO SATISFY HIMSELF AS TO THE COMPLETENESS AND ACCURACY OF THE LOCATIONS. ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY, OR INDIRECTLY, FROM HIS OPERATIONS, WHETHER OR NOT SAID FACILITIES ARE SHOWN ON THESE PLANS.

GRADING AND DRAINAGE NOTES

1. SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT AND ALL RELATED ADDENDUMS.
2. THE CONTRACTOR SHALL STRIP AND CLEAR THE TOPSOIL, MAJOR ROOTS AND ORGANIC MATERIAL FROM ALL PROPOSED BUILDING AND PAVEMENT AREAS PRIOR TO SITE GRADING. (THE TOPSOIL MAY BE STOCKPILED FOR LATER USE IN LANDSCAPED AREAS.)
3. THE CONTRACTOR SHALL REMOVE ALL ORGANIC MATERIAL AND OTHER DELETERIOUS MATERIALS PRIOR TO PLACING GRADING FILL OR BASE COURSE. THE AREA SHOULD BE PROOF-ROLLED TO IDENTIFY ANY SOFT AREAS. WHERE SOFT AREAS ARE ENCOUNTERED, THE CONTRACTOR SHALL REMOVE THE SOIL AND REPLACE WITH COMPACTED FILL.
4. ALL DEBRIS PILES AND BERMS SHOULD BE REMOVED AND HAULED AWAY FROM SITE OR USED AS GENERAL FILL IN LANDSCAPED AREAS.
5. THE CONTRACTOR SHALL CONSTRUCT THE BUILDING PAD TO THESE DESIGN PLANS AS PART OF THE SITE GRADING CONTRACT, AND STRICTLY ADHERE TO THE SITE PREPARATION AND GRADING REQUIREMENTS OUTLINED IN THE GEOTECHNICAL REPORT.
6. THE CONTRACTOR SHALL GRADE THE PROJECT SITE TO PROVIDE A SMOOTH TRANSITION BETWEEN NEW AND EXISTING ASPHALT, CURB AND GUTTER, AND ADJOINING SITE IMPROVEMENTS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE AND DEBRIS ON ADJACENT STREETS WHEN EQUIPMENT IS TRAVELING THOSE STREETS.
8. THE CONTRACTOR SHALL BE FAMILIAR WITH ALL CONDITIONS AND RECOMMENDATIONS OUTLINED IN THE GEOTECHNICAL REPORT AND TAKE ALL NECESSARY PRECAUTIONS AND RECOMMENDED PROCEDURES TO ASSURE SOUND GRADING PRACTICES.
9. THE CONTRACTOR SHALL TAKE APPROPRIATE GRADING MEASURES TO DIRECT STORM SURFACE RUNOFF TOWARDS CATCH BASINS.
10. THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON ON-SITE SURVEY. IT SHALL BE THE CONTRACTORS' FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE.
11. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM ALL NECESSARY CUTS AND FILLS WITHIN THE LIMITS OF THIS PROJECT AND THE RELATED OFF-SITE WORK, SO AS TO GENERATE THE DESIRED SUBGRADE, FINISH GRADES, AND SLOPES SHOWN.
12. THE CONTRACTOR IS WARNED THAT AN EARTHWORK BALANCE WAS NOT NECESSARILY THE INTENT OF THIS PROJECT. ANY ADDITIONAL MATERIAL REQUIRED OR LEFTOVER MATERIAL FOLLOWING EARTHWORK OPERATIONS BECOMES THE RESPONSIBILITY OF THE CONTRACTOR.
13. THE GRADING CONTRACTOR IS RESPONSIBLE TO COORDINATE WITH THE OWNER TO PROVIDE FOR THE REQUIREMENTS OF THE PROJECT STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND ASSOCIATED PERMIT. ALL CONTRACTOR ACTIVITIES 1 ACRE OR MORE IN SIZE ARE REQUIRED TO PROVIDE A STORM WATER POLLUTION PREVENTION PLAN.
14. ALL CUT AND FILL SLOPES SHALL BE PROTECTED UNTIL EFFECTIVE EROSION CONTROL HAS BEEN ESTABLISHED.
15. THE USE OF POTABLE WATER WITHOUT A SPECIAL PERMIT FOR BUILDING OR CONSTRUCTION PURPOSES INCLUDING CONSOLIDATION OF BACKFILL OR DUST CONTROL IS PROHIBITED. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR CONSTRUCTION WATER FROM GOVERNING AGENCY.
16. THE CONTRACTOR SHALL MAINTAIN THE STREETS, SIDEWALKS, AND ALL OTHER PUBLIC RIGHT-OF-WAYS IN A CLEAN, SAFE AND USABLE CONDITION. ALL SPILLS OF SOIL, ROCK OR CONSTRUCTION DEBRIS SHALL BE PROMPTLY REMOVED FROM THE PUBLICLY-OWNED PROPERTY DURING CONSTRUCTION AND UPON COMPLETION OF THE PROJECT. ALL ADJACENT PROPERTY, PRIVATE OR PUBLIC, SHALL BE MAINTAINED IN A CLEAN, SAFE, AND USABLE CONDITION.

ABBREVIATIONS

APWA	AMERICAN PUBLIC WORKS ASSOCIATION
AR	ACCESSIBLE ROUTE
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AWWA	AMERICAN WATER WORKS ASSOCIATION
BOS	BOTTOM OF STEP
BVC	BEGIN VERTICAL CURVE
C	CURVE
CB	CATCH BASIN
CF	CURB FACE OR CUBIC FEET
CL	CENTER LINE
CO	CLEAN OUT
COMM	COMMUNICATION
CONC	CONCRETE
CONT	CONTINUOUS
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
ELEC	ELECTRICAL
ELEV	ELEVATION
EOA	EDGE OF ASPHALT
EVC	END OF VERTICAL CURVE
EW	EACH WAY
EXIST	EXISTING
FF	FINISH FLOOR
FG	FINISH GRADE
FH	FIRE HYDRANT
FL	FLOW LINE OR FLANGE
GB	GRADE BREAK
GF	GARAGE FLOOR
GV	GATE VALVE
HC	HANDICAP
HP	HIGH POINT
IRR	IRRIGATION
K	RATE OF VERTICAL CURVATURE
LD	LAND DRAIN
LF	LINEAR FEET
LP	LOW POINT
MEX	MATCH EXISTING
MH	MANHOLE
MJ	MECHANICAL JOINT
NG	NATURAL GROUND
NIC	NOT IN CONTRACT
NO	NUMBER
OC	ON CENTER
OCEW	ON CENTER EACH WAY
OHP	OVERHEAD POWER
PC	POINT OF CURVATURE OR PRESSURE CLASS
PCC	POINT OF COMPOUND CURVATURE
PI	POINT OF INTERSECTION
PIV	POST INDICATOR VALVE
PL	PROPERTY LINE
PRC	POINT OF REVERSE CURVATURE
PRO	PROPOSED
PT	POINT OF TANGENCY
PVC	POINT OF VERTICAL CURVATURE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENCY
R	RADIUS
RD	ROOF DRAIN
ROW	RIGHT OF WAY
S	SLOPE
SAN SWR	SANITARY SEWER
SD	STORM DRAIN
SEC	SECONDARY
SS	SANITARY SEWER
STA	STATION
SW	SECONDARY WATER LINE
TBC	TOP BACK OF CURB
TOG	TOP OF GRATE
TOA	TOP OF ASPHALT
TOC	TOP OF CONCRETE
TOF	TOP OF FOUNDATION
TOW	TOP OF WALL
TOS	TOP OF STEP
TYP	TYPICAL
VC	VERTICAL CURVE
WIV	WALL INDICATOR VALVE
W	WATER LINE

NOTE: MAY CONTAIN ABBREVIATIONS THAT ARE NOT USED IN THIS PLAN SET.

LEGEND

SECTION CORNER	EXISTING EDGE OF ASPHALT
EXISTING MONUMENT	PROPOSED EDGE OF ASPHALT
PROPOSED MONUMENT	EXISTING STRIPING
EXISTING REBAR AND CAP	PROPOSED STRIPING
SET ENSIGN REBAR AND CAP	EXISTING FENCE
EXISTING WATER METER	PROPOSED FENCE
PROPOSED WATER METER	EXISTING FLOW LINE
EXISTING WATER MANHOLE	PROPOSED FLOW LINE
PROPOSED WATER MANHOLE	GRADE BREAK
EXISTING WATER BOX	EXISTING STORM DRAIN LINE
EXISTING WATER VALVE	PROPOSED STORM DRAIN LINE
PROPOSED WATER VALVE	ROOF DRAIN LINE
EXISTING FIRE HYDRANT	CATCHMENTS
PROPOSED FIRE HYDRANT	HIGHWATER LINE
PROPOSED FIRE DEPARTMENT CONNECTION	EXISTING SANITARY SEWER
EXISTING SECONDARY WATER VALVE	PROPOSED SANITARY SEWER LINE
PROPOSED SECONDARY WATER VALVE	PROPOSED SAN. SWR. SERVICE LINE
EXISTING IRRIGATION BOX	EXISTING LAND DRAIN LINE
EXISTING IRRIGATION VALVE	PROPOSED LAND DRAIN LINE
PROPOSED IRRIGATION VALVE	PROPOSED LAND DRAIN SERVICE LINE
EXISTING SANITARY SEWER MANHOLE	EXISTING CULINARY WATER LINE
PROPOSED SANITARY SEWER MANHOLE	PROPOSED CULINARY WATER LINE
EXISTING SANITARY CLEAN OUT	PROPOSED CULINARY WATER SERVICE LINE
EXISTING STORM DRAIN CLEAN OUT BOX	EXISTING SECONDARY WATER LINE
PROPOSED STORM DRAIN CLEAN OUT BOX	PROPOSED SECONDARY WATER LINE
EXISTING STORM DRAIN INLET BOX	PROPOSED SEC. WATER SERVICE LINE
EXISTING STORM DRAIN CATCH BASIN	EXISTING IRRIGATION LINE
PROPOSED STORM DRAIN CATCH BASIN	PROPOSED IRRIGATION LINE
EXISTING STORM DRAIN COMBO BOX	EXISTING OVERHEAD POWER LINE
PROPOSED STORM DRAIN COMBO BOX	EXISTING ELECTRICAL LINE
EXISTING STORM DRAIN CLEAN OUT	EXISTING GAS LINE
EXISTING STORM DRAIN CULVERT	EXISTING TELEPHONE LINE
PROPOSED STORM DRAIN CULVERT	ACCESSIBLE ROUTE
TEMPORARY SAG INLET PROTECTION	SAW CUT LINE
TEMPORARY IN-LINE INLET PROTECTION	STRAW WATTLE
ROOF DRAIN	TEMPORARY BERM
EXISTING ELECTRICAL MANHOLE	TEMPORARY SILT FENCE
EXISTING ELECTRICAL BOX	LIMITS OF DISTURBANCE
EXISTING TRANSFORMER	EXISTING WALL
EXISTING UTILITY POLE	PROPOSED WALL
EXISTING LIGHT	EXISTING CONTOURS
PROPOSED LIGHT	PROPOSED CONTOURS
EXISTING GAS METER	BUILDABLE AREA WITHIN SETBACKS
EXISTING GAS MANHOLE	PUBLIC DRAINAGE EASEMENT
EXISTING GAS VALVE	EXISTING ASPHALT TO BE REMOVED
EXISTING TELEPHONE MANHOLE	PROPOSED ASPHALT
EXISTING TELEPHONE BOX	EXISTING CURB AND GUTTER
EXISTING TRAFFIC SIGNAL BOX	PROPOSED CURB AND GUTTER
EXISTING CABLE BOX	PROPOSED REVERSE PAN CURB AND GUTTER
EXISTING BOLLARD	TRANSITION TO REVERSE PAN CURB
PROPOSED BOLLARD	CONCRETE TO BE REMOVED
EXISTING SIGN	EXISTING CONCRETE
PROPOSED SIGN	PROPOSED CONCRETE
EXISTING SPOT ELEVATION	BUILDING TO BE REMOVED
PROPOSED SPOT ELEVATION	EXISTING BUILDING
EXISTING FLOW DIRECTION	PROPOSED BUILDING
EXISTING TREE	
DENSE VEGETATION	

NOTE: MAY CONTAIN SYMBOLS THAT ARE NOT USED IN THIS PLAN SET.

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NO.	DATE	REVISION
		FOR REVIEW

GENERAL NOTES

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DESIGNED BY M.ELMER

C-001

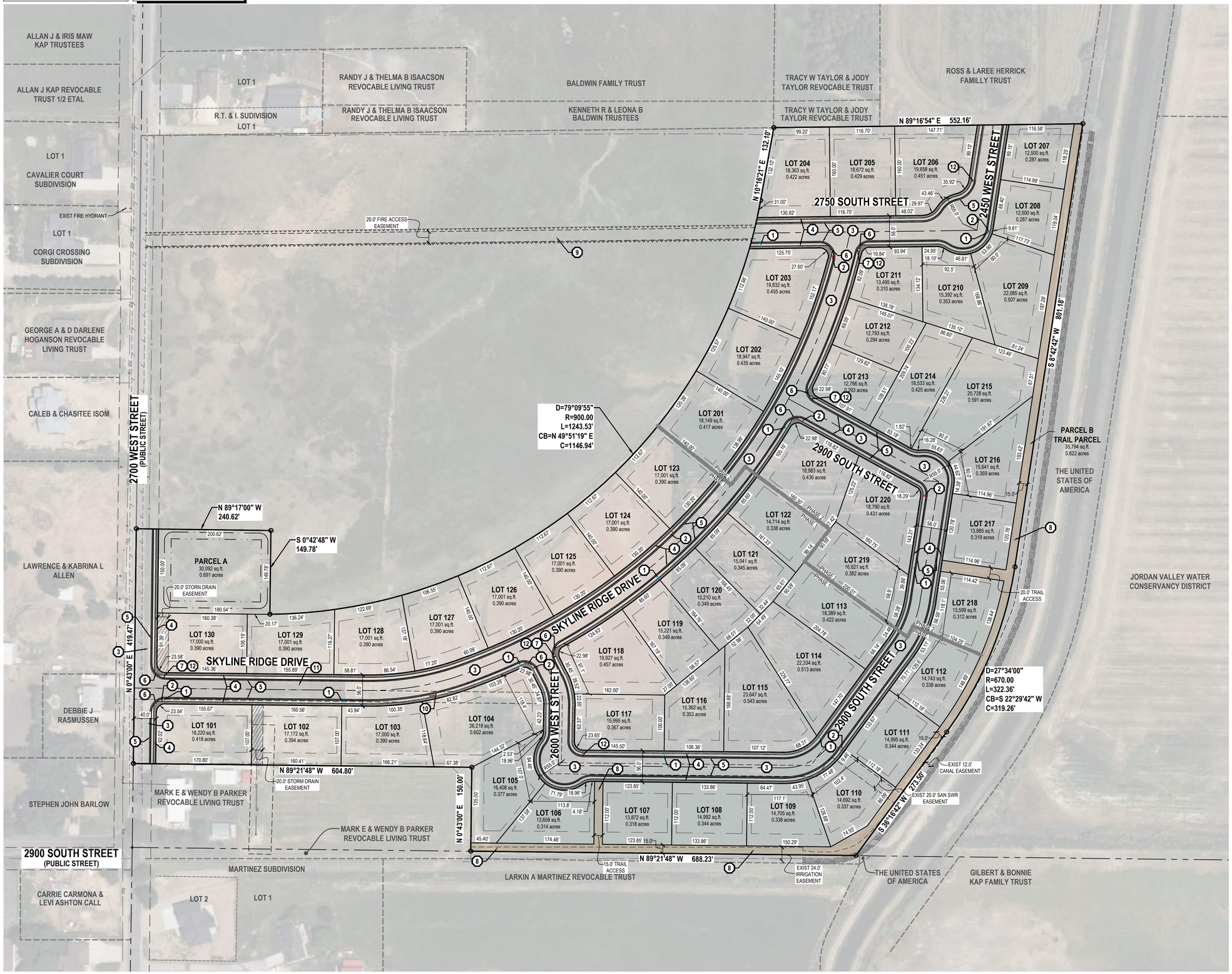
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CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION

BENCHMARK

WEST QUARTER CORNER OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 2 WEST SALT LAKE BASE AND MERIDIAN

ELEV = 4276.70'



NOTES

1. ALL WORK TO COMPLY WITH WEST HAVEN CITY STANDARDS AND SPECIFICATIONS.
2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3. SEE LANDSCAPE/ARCHITECTURAL PLANS FOR CONCRETE MATERIAL, COLOR, FINISH, AND SCORE PATTERNS THROUGHOUT SITE.
4. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
5. ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
6. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
7. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS..
8. ALL DETERIORATED, DAMAGED OR MISSING SURFACE IMPROVEMENTS (I.E. CURB, GUTTER, SIDEWALKS, LANDSCAPING, PARKSTRIP IMPROVEMENTS, ASPHALT PATCHING, ETC.) SURROUNDING THE PERIMETER OF THE DEVELOPMENT AND ON-SITE, SHALL BE REPLACED OR INSTALLED.

SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. INSTALL FIRE HYDRANT AND VALVE PER BONA VISTA WATER IMPROVEMENT DISTRICT STANDARDS AND SPECIFICATIONS
2. INSTALL STREET LIGHT PER WEST HAVEN CITY STANDARD. COORDINATE ALL PROPOSED STREET LIGHT LOCATIONS WITH WEST HAVEN CITY AND THE STREET LIGHT INSTALLATION WITH ROCKY MOUNTAIN POWER
3. ASPHALT PAVEMENT: 3" THICK ASPHALTIC CONCRETE WITH 8" UNTREATED BASE COURSE OVER 6" SUBBASE PER GEOTECHNICAL STUDY. COORDINATE ASPHALT SEAL COAT WITH WEST HAVEN CITY
4. 4" THICK CONCRETE SIDEWALK PER APWA STANDARD PLAN NO. 231
5. INSTALL 30" STANDARD CURB AND GUTTER PER WEST HAVEN CITY STANDARDS AND SPECIFICATIONS
6. HANDICAP ACCESS RAMP WITH DETECTABLE WARNING SURFACE PER WEST HAVEN CITY STANDARDS AND SPECIFICATIONS
7. "STOP" SIGN PER WEST HAVEN CITY STANDARDS AND SPECIFICATIONS AND M.U.T.C.D. STANDARDS AND SPECIFICATIONS
8. TRAIL ROW LAND DEDICATION TO WEST HAVEN CITY, SEE DETAIL 3/C-400
9. INSTALL TEMPORARY FIRE ACCESS WITH PHASE 2, SEE DETAIL 2/C-400
10. INSTALL CLUSTER MAILBOX AREA PER OWNER
11. ASPHALT PAVEMENT: 3" THICK ASPHALTIC CONCRETE WITH 11.5" UNTREATED BASE COURSE OVER 6" SUBBASE PER GEOTECHNICAL STUDY. COORDINATE ASPHALT SEAL COAT WITH WEST HAVEN CITY.
12. STREET SIGN PER WEST HAVEN CITY STANDARDS AND SPECIFICATIONS AND M.U.T.C.D. STANDARDS AND SPECIFICATIONS

NOTES

PROJECT IS PROPOSED ZONE R-2

1. 2 UNITS PER ACRES MAX
2. 12,500 SQ.FT. MINIMUM
3. 17,000 SQ.FT. MINIMUM NEXT TO A-1, A-2, R-1 ZONES
4. 80' MINIMUM LOT FRONTAGE
5. 90' MINIMUM AVERAGE LOT FRONTAGE
6. 20' TO FRONT PLANE OF BUILDING
7. 22' REAR SETBACK
8. 8' SIDE SETBACK
9. 20' SIDE CORNER SETBACK

LAND USE TABLE

DESCRIPTION	AREA	%
LOT AREA	897,378 sq.ft.	77.3%
ROADWAY	222,126 sq.ft.	19.1%
TRAIL PARCEL	35,794 sq.ft.	3.1%
TOTAL PROJECT AREA	1,161,279 sq.ft.	100%
TOTAL PROJECT ACREAGE	26.66 acres	
TOTAL LOTS	51	
DENSITY	1.91 UNITS/ACRE	
AVERAGE LOT AREA	17,005 sq.ft.	
AVERAGE LOT FRONTAGE	118.77'	

NORTH

HORIZONTAL GRAPHIC SCALE

80 0 40 80 160

(IN FEET)

HORZ: 1 inch = 80 ft.

ENSIGN
THE STANDARD IN ENGINEERING

LAYTON
919 North 400 West
Layton, UT 84041
Phone: 801.547.1100

SANDY
Phone: 801.255.0529

TOOELE
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CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
FIELDSTONE CROSSINGS, LLC
12896 S PONY EXPRESS ROAD, SUITE 400
DRAPER, UT 84020

CONTACT:
FIELDSTONE HOMES
PHONE: 801.568.2350

SKYLINE SUBDIVISION

APPROXIMATELY 2800 SOUTH 2700 WEST
WEST HAVEN, UTAH

NO.	DATE	REVISION
		FOR REVIEW

PRELIMINARY SITE PLAN

PROJECT NUMBER	PRINT DATE
14081	2026-09-28
PROJECT MANAGER	DESIGNED BY
C.PRESTON	M.ELMER

C-100

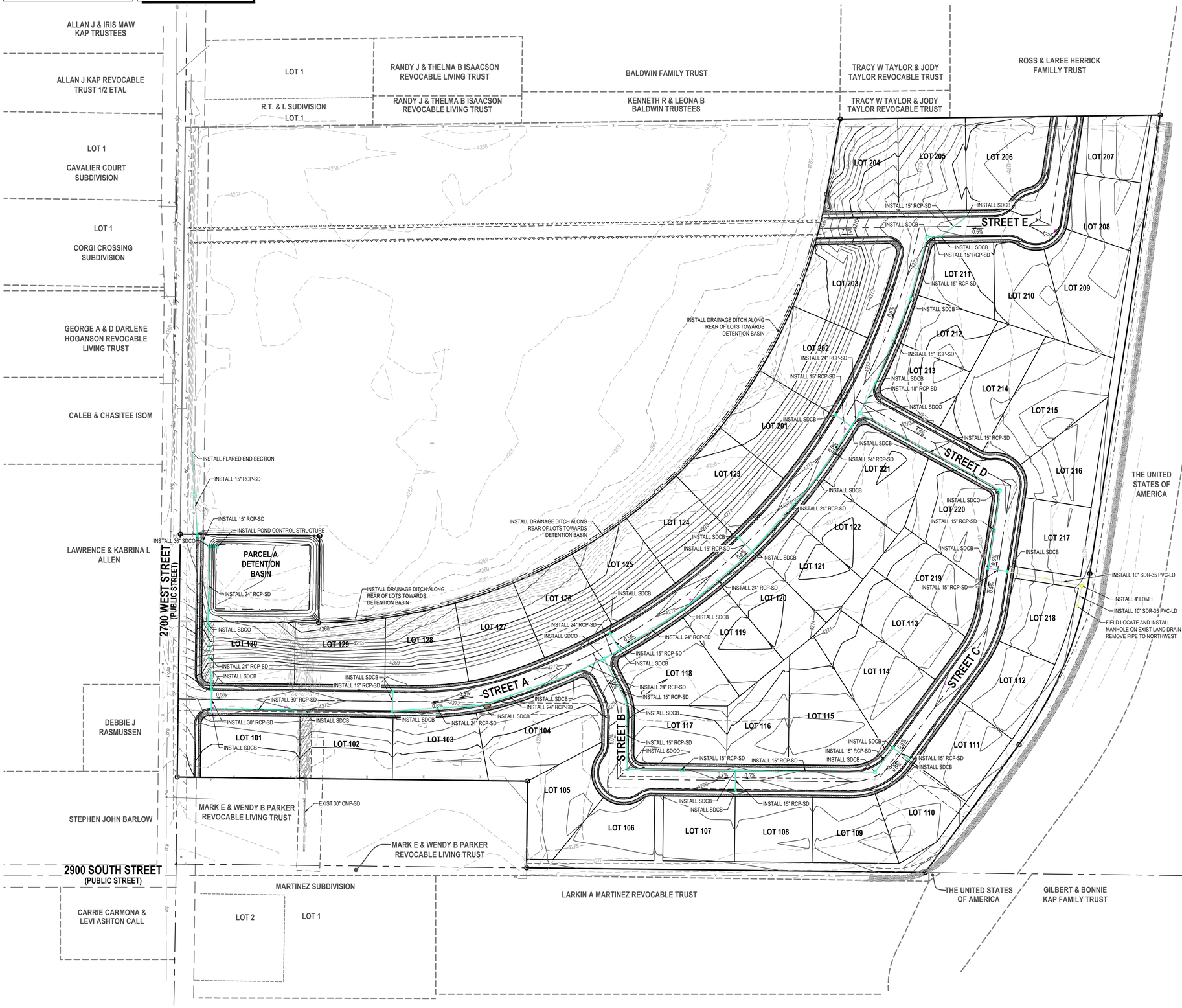
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BENCHMARK

WEST QUARTER CORNER OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 2 WEST SALT LAKE BASE AND MERIDIAN

ELEV = 4276.70'



Detention Calculations (100-year storm)

Basin Tributary Area	1,125,187	SF
Runoff coefficient C:	0.300	
Release Rate	0.20	cfs/acre
Peak Release	5.166	cfs

Time (min)	i(in/hr)	Cumulative Runoff to Basin (c.f.)	Net Allowed Basin** Discharge (c.f.)	Required Storage (c.f.)
5	6.55	15,227	1,550	13,677
10	4.99	23,201	3,100	20,101
15	4.12	28,734	4,650	24,085
30	2.77	38,638	9,299	29,339
60	1.72	47,983	18,598	**29,385**
120	0.94	52,335	37,196	15,139
180	0.64	53,646	55,794	(2,148)
360	0.36	59,923	111,589	(51,666)
720	0.22	73,314	223,178	(149,864)
1440	0.12	81,683	446,355	(364,672)
2880	0.07	92,396	892,710	(800,315)

Required Detention: 29,385
Provided Detention: -

GENERAL NOTES

1. ALL WORK TO COMPLY WITH WEST HAVEN CITY STANDARDS AND SPECIFICATIONS.
2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3. ALL WORK SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER POSSIBLY INCLUDING, BUT NOT LIMITED TO, REMOVAL OF UNCONSOLIDATED FILL, ORGANICS, AND DEBRIS, PLACEMENT OF SUBSURFACE DRAIN LINES AND GEOTEXTILE, AND OVEREXCAVATION OF UNSUITABLE BEARING MATERIALS AND PLACEMENT OF ACCEPTABLE FILL MATERIAL.
4. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE EXISTING SOIL CONDITIONS.
5. SLOPE ALL LANDSCAPED AREAS AWAY FROM BUILDING FOUNDATIONS TOWARD CURB AND GUTTER OR STORM DRAIN INLETS.
6. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
7. ALL STORM DRAIN INFRASTRUCTURE TO BE INSTALLED PER WEST HAVEN CITY OR APWA STANDARD PLANS AND SPECIFICATIONS.
8. ENSURE MINIMUM COVER OVER ALL STORM DRAIN PIPES PER MANUFACTURER'S RECOMMENDATIONS. NOTIFY ENGINEER IF MINIMUM COVER CANNOT BE ATTAINED.
9. THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
10. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE, ASPHALT, OR STORM DRAIN STRUCTURES OR PIPES.

HORIZONTAL GRAPHIC SCALE

80 0 40 80 160

(IN FEET)
HORZ: 1 inch = 80 ft.

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SKYLINE SUBDIVISION

APPROXIMATELY 2800 SOUTH 2700 WEST
WEST HAVEN, UTAH

NO.	DATE	REVISION
		FOR REVIEW

PRELIMINARY GRADING PLAN

PROJECT NUMBER 14081
PRINT DATE 2026-09-28
PROJECT MANAGER C.PRESTON
DESIGNED BY M.ELMER

C-200

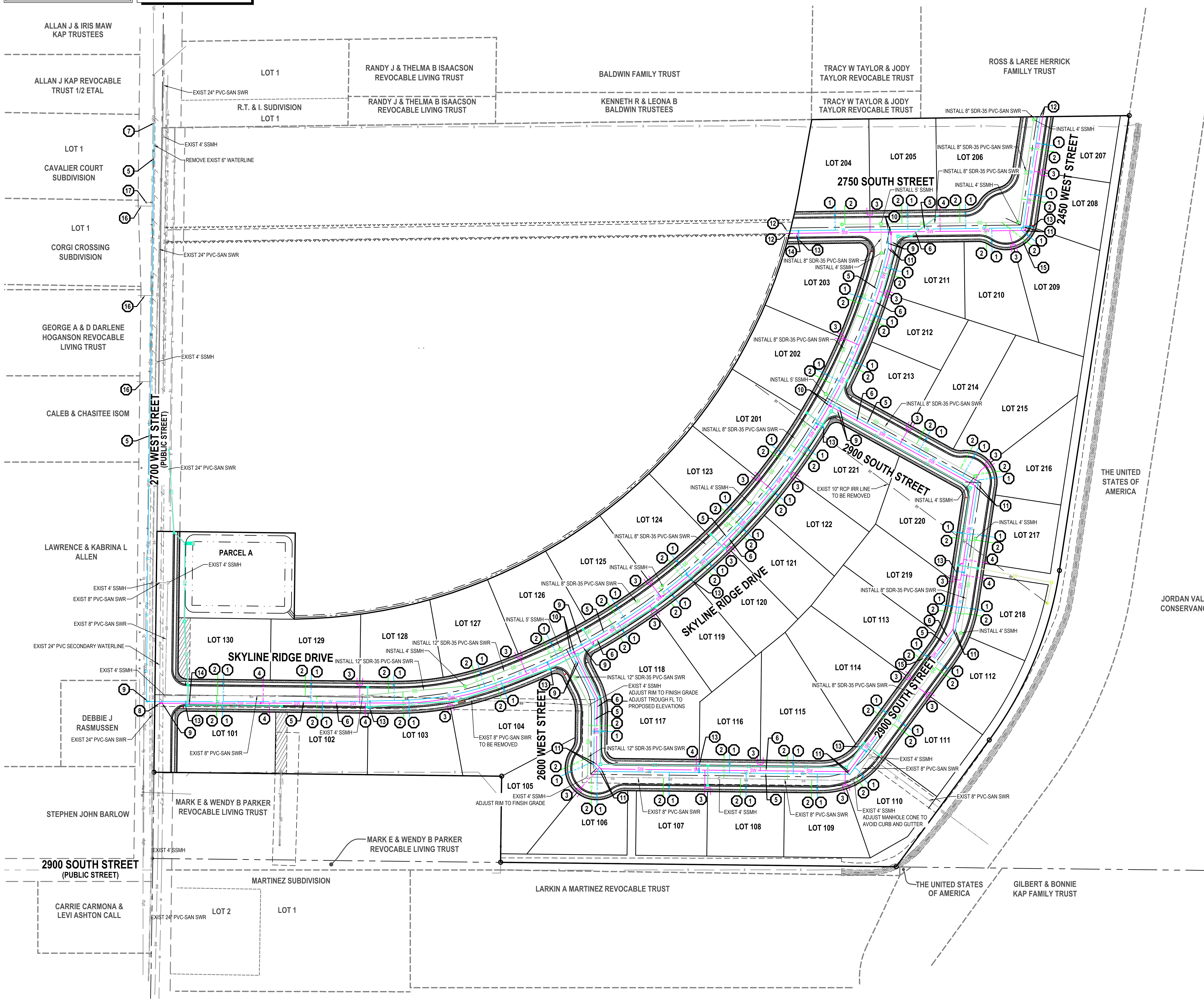
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BENCHMARK

WEST QUARTER CORNER OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 2 WEST SALT LAKE BASE AND MERIDIAN

ELEV = 4276.70'



GENERAL NOTES

1. ALL WORK TO COMPLY WITH WEST HAVEN CITY AND AWWA STANDARDS AND SPECIFICATIONS IN ACCORDANCE WITH UTAH STATE RULE R309-550-6(1) &(3).
2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3. ALL WORK SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER POSSIBLY INCLUDING, BUT NOT LIMITED TO, REMOVAL OF UNCONSOLIDATED FILL, ORGANICS, AND DEBRIS, PLACEMENT OF SUBSURFACE DRAIN LINES AND GEOTEXTILE, AND OVEREXCAVATION OF UNSUITABLE BEARING MATERIALS AND PLACEMENT OF ACCEPTABLE FILL MATERIAL.
4. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE EXISTING SOIL CONDITIONS.
5. LANDSCAPED AREAS REQUIRE SUBGRADE TO BE MAINTAINED AT A SPECIFIC ELEVATION BELOW FINISHED GRADE AND REQUIRE SUBGRADE TO BE PROPERLY PREPARED AND SCARIFIED. SEE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.
6. SLOPE ALL LANDSCAPED AREAS AWAY FROM BUILDING FOUNDATIONS TOWARD CURB AND GUTTER OR STORM DRAIN INLETS.
7. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
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12. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.
13. ALL CULINARY WATER INSTALLATION TO BE PER BONA VISTA WATER IMPROVEMENT DISTRICT STANDARDS AND SPECIFICATIONS.
14. ALL SECONDARY WATER INSTALLATION AND CONSTRUCTION TO BE PER WEBER BASIN WATER CONSERVANCY DISTRICT STANDARDS AND SPECIFICATIONS
15. ALL SANITARY SEWER INSTALLATION AND CONSTRUCTION SHALL COMPLY TO WEST HAVEN SPECIAL SERVICE DISTRICT STANDARDS AND SPECIFICATIONS.
16. COORDINATE SANITARY SEWER CONNECTIONS, INSTALLATION AND CONSTRUCTION WITH WEST HAVEN SPECIAL SERVICE DISTRICT INSPECTOR, NATE REIVA @ 801-430-7478.
17. ALL CULINARY WATERLINES SHALL BE BURIED A MINIMUM OF 4.0 FEET.
18. SEE DRAINAGE PLAN SHEET C-200 FOR PROPOSED STORM DRAIN DESIGN.
19. WATER AND SEWER LINES SHALL HAVE A 10' MINIMUM HORIZONTAL SEPARATION AND 18" MINIMUM VERTICAL SEPARATION.

SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

(1) INSTALL TYPICAL WATER CONNECTION PER BONA VISTA WATER IMPROVEMENT DISTRICT STANDARDS AND SPECIFICATIONS.

(2) INSTALL 4" SANITARY SEWER SERVICE LATERAL @ 2.00% MINIMUM SLOPE PER WEST HAVEN CITY STANDARDS AND SPECIFICATIONS

(3) INSTALL 1-1/2" PVC DUAL TURNOUT SECONDARY WATER SERVICE LINE PER WEBER BASIN WATER CONSERVANCY DISTRICT STANDARDS AND SPECIFICATIONS

(4) INSTALL 1" SINGLE LOT SECONDARY WATER SERVICE LINE PER WEBER BASIN WATER CONSERVANCY DISTRICT STANDARDS AND SPECIFICATIONS

(5) INSTALL 8" C900 DR18 PVC CULINARY WATERLINE PER BONA VISTA WATER IMPROVEMENT STANDARDS AND SPECIFICATIONS

(6) INSTALL 8" C900 DR14 PVC SECONDARY WATERLINE PER WEBER BASIN WATER CONSERVANCY DISTRICT STANDARDS AND SPECIFICATIONS.

(7) FIELD LOCATE AND CONNECT TO EXISTING 8" CULINARY WATERLINE

(8) FIELD LOCATE AND CONNECT TO EXISTING SECONDARY WATERLINE; HOT TAPPING DISTRICT'S LINES ARE NOT ALLOWED. CONNECTIONS SHALL BE MADE DURING THE IRRIGATION OFF SEASON (OCTOBER 15 - APRIL 1)

(9) INSTALL 8" GATE VALVE

(10) INSTALL 8" TEE

(11) INSTALL 8" BEND

(12) PLUG AND BLOCK FOR FUTURE CONNECTION. INSTALL PERMANENT BLOWOFF

(13) INSTALL FIRE HYDRANT AND VALVE PER BONA VISTA WATER IMPROVEMENT DISTRICT STANDARDS AND SPECIFICATIONS.

(14) INSTALL 4" DRAIN TO STORM DRAIN PER WEBER BASIN WATER CONSERVANCY DISTRICT STANDARDS & SPECIFICATIONS. PROVIDE PUMP DRAINS AS REQUIRED WHEN SECONDARY WATERLINE LOOPS UNDER STORM DRAIN.

(15) INSTALL 2" COMBINATION AIR-VAC ON SECONDARY WATERLINE PER WEBER BASIN WATER CONSERVANCY DISTRICT STANDARDS AND SPECIFICATIONS. CAP AND BLOCK AT STUB OR CUL-DE-SACS

(16) FIELD LOCATE AND CONNECT EXISTING CULINARY WATER SERVICE LATERAL TO NEW CULINARY WATER MAIN PER BONA VISTA STANDARDS AND SPECIFICATIONS

(17) CONNECT EXISTING FIRE HYDRANT ASSEMBLY TO NEW CULINARY WATER MAIN PER BONA VISTA STANDARDS AND SPECIFICATIONS

NORTH

HORIZONTAL GRAPHIC SCALE

80 0 40 80 160

(IN FEET)
HORZ: 1 inch = 80 ft.

ENSIGN
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CONTACT:
FIELDSTONE HOMES
PHONE: 801.568.2350

SKYLINE SUBDIVISION

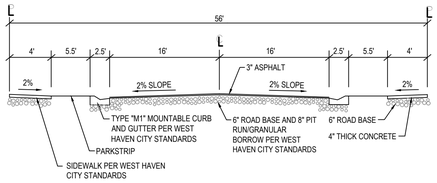
APPROXIMATELY 2800 SOUTH 2700 WEST WEST HAVEN, UTAH

NO.	DATE	REVISION
		FOR REVIEW

PRELIMINARY UTILITY PLAN

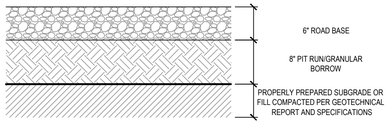
PROJECT NUMBER 14081
PRINT DATE 2026-09-28
PROJECT MANAGER C.PRESTON
DESIGNED BY M.ELMER

C-300



1 TYPICAL 56 FOOT ROAD CROSS SECTION

SCALE: NONE



2 TEMPORARY FIRE ACCESS ROAD DETAIL

SCALE: NONE

ENSIGN
THE STANDARD IN ENGINEERING

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SKYLINE SUBDIVISION

APPROXIMATELY 2800 SOUTH 2700 WEST
WEST HAVEN, UTAH

NO.	DATE	REVISION
		FOR REVIEW

DETAILS

PROJECT NUMBER 14081
PRINT DATE 2026-09-28
PROJECT MANAGER C.PRESTON
DESIGNED BY M.ELMER

C-400

Planning Commission
Staff Review Memo

October 28, 2026

Stephen Nelson, Community Development Director

21 South MDA Amendment

Proposal:	Discuss a proposed update to the 21st Street MDA
Ordinance Section:	**WHCC § 157.310-§ 157.317, Utah Code 10-20-508**
Applicant:	Brad Brown
Decision Type:	Legislative
Staff Recommendation:	Discussion

Image 1: Site Area



I. BACKGROUND

The property owner seeks to update the existing MDA for 21 South, which would be the second amendment.

Master Development Agreement for 21 South
Master Development Agreement for 21 South- 1st Amendment

The 1st Amendment limited the development to a single parcel and lessened the total units and amenities. The agreement is for an apartment complex totaling 30 units per acre, with 137 units and several amenities. See the concept site plan below.

The applicant has raised concerns about the existing site plan and proposed changes to the development agreement. Although some aspects are currently being discussed with the applicant, here are some key changes:

- Change from apartments to townhomes
- Decrease density from 30 units to 17 units per acre. That would reduce the total units from 137 to 74.
- Eliminate the clubhouse
- Further define the size of the dog park
- Replace the fitness facility with a playground.
- They have also provided some renderings of the proposed townhomes, playground, and dog park.
- Extending the expiration date to allow time to implement the new changes.

As staff has reviewed the application, some concerns have arisen about overall development in the area. The project's location raises several concerns about its ability to move forward. The following are the preliminary concerns:

- Access. The project is located down a single access roadway. The intersection of 1100 W and 2100 S is the only access point to the area. The applicant claims they have an easement east through the adjacent truck stop; however, all traffic can access the site only through the intersection listed above (see Image 2). Weber Fire District and City staff have raised concerns about the overall extent of development in this area, which may limit any additional building, even with proper fire sprinkling.
- The area is also within a floodplain, including some of the roadway. This impacts the site and may also affect the access routes.
- Sewer and other utilities. There are concerns about the sewer and some limitations in the ability to serve the property.
- • Overall compliance with the Mixed Use Code. The current development doesn't provide the proper mix of uses. Generally, a Mixed Use Development must allocate no more than 80% of the area to a single use and at least 20% to another. The open space

shown doesn't meet our current mixed-use standards. The code also generally requires multiple housing types. Although the proposal doesn't comply with our current standards, the current agreement doesn't either.

Because of these concerns, staff has recommended including Section H in the attached draft.

Image 2: Access Routes

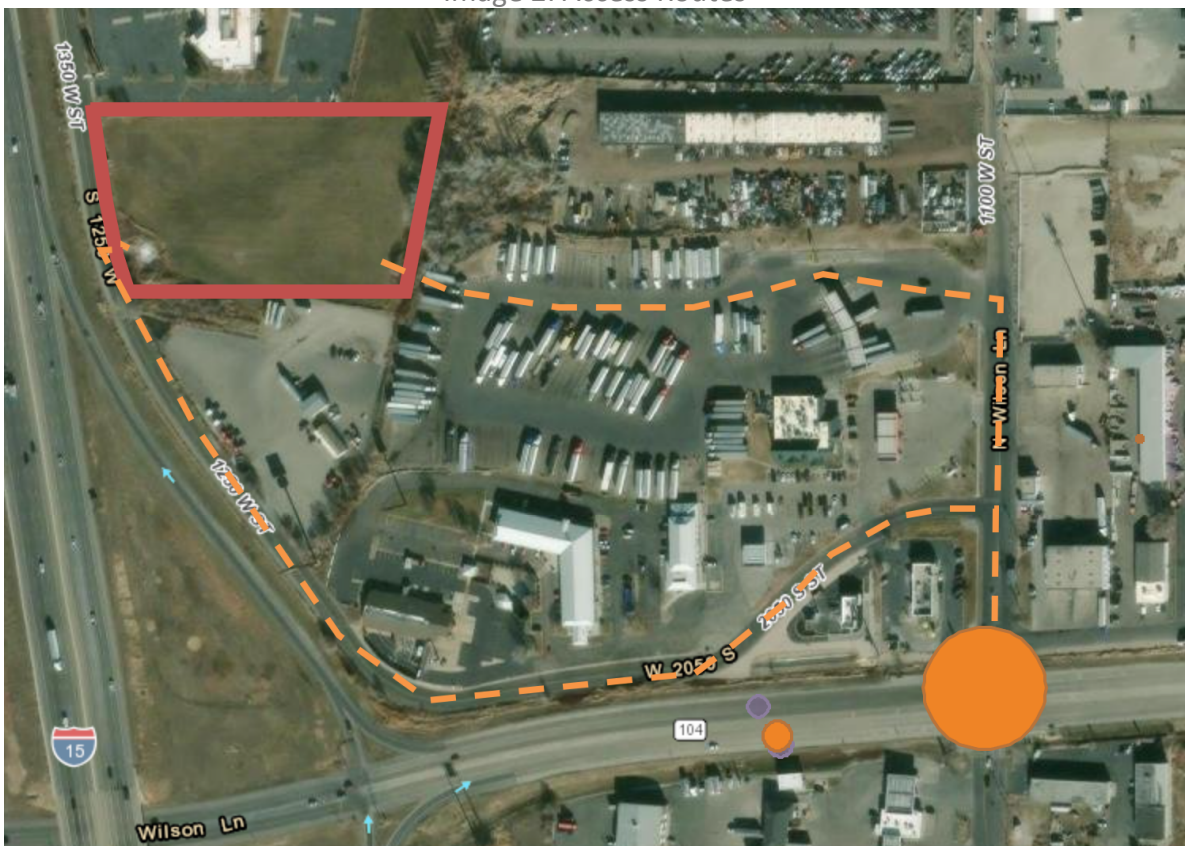


Image 3: 1st Amendment Concept Site Plan

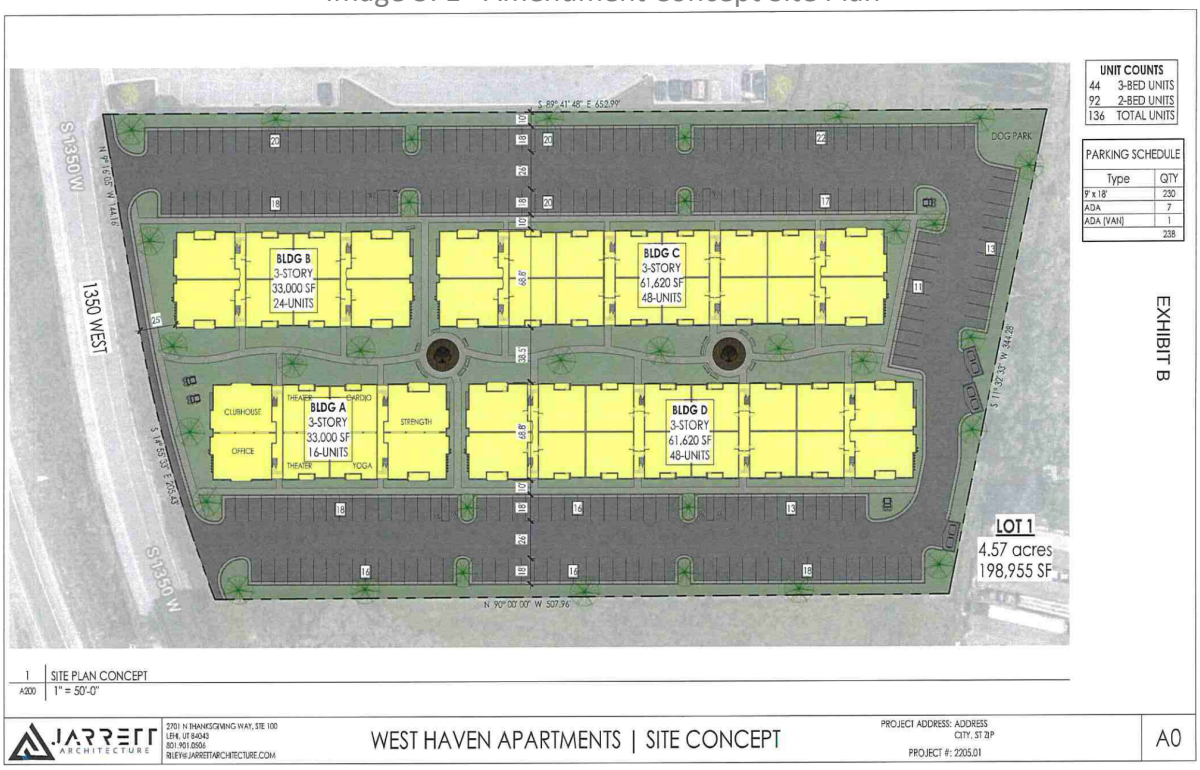
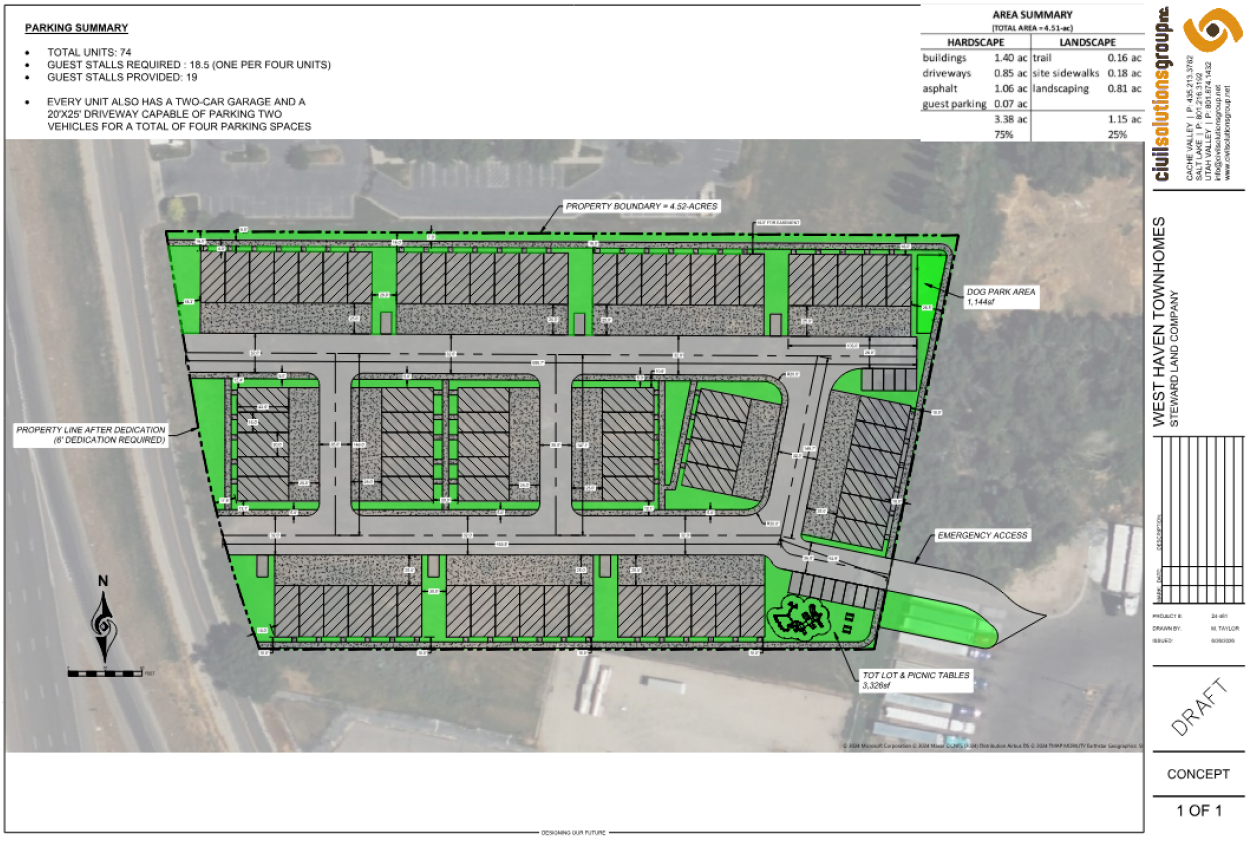


Image 4: Proposed Amended Concept Site Plan



Process for Approval. State code (10-20-508, Development Agreements) allows development that doesn't comply with municipal ordinance under a development agreement, but requires approval through the land use code approval process. This means the Planning Commission must hold a public hearing with proper notice; the Commission recommends action to the City Council; and the Council reviews it in a public meeting and makes a final decision. Staff has scheduled a public hearing for November 10, 2026, for official consideration. The Planning Commission is not able to make a formal recommendation at this meet.

The applicant has requested an opportunity to present the application to the Planning Commission prior to the meeting on November 10th.

II. RECOMMENDED ACTION

Staff recommends that the Planning Commission discuss the proposed changes and their possible impacts. Because the Planning Commission has not held a public hearing, it cannot make an official recommendation at this meeting.

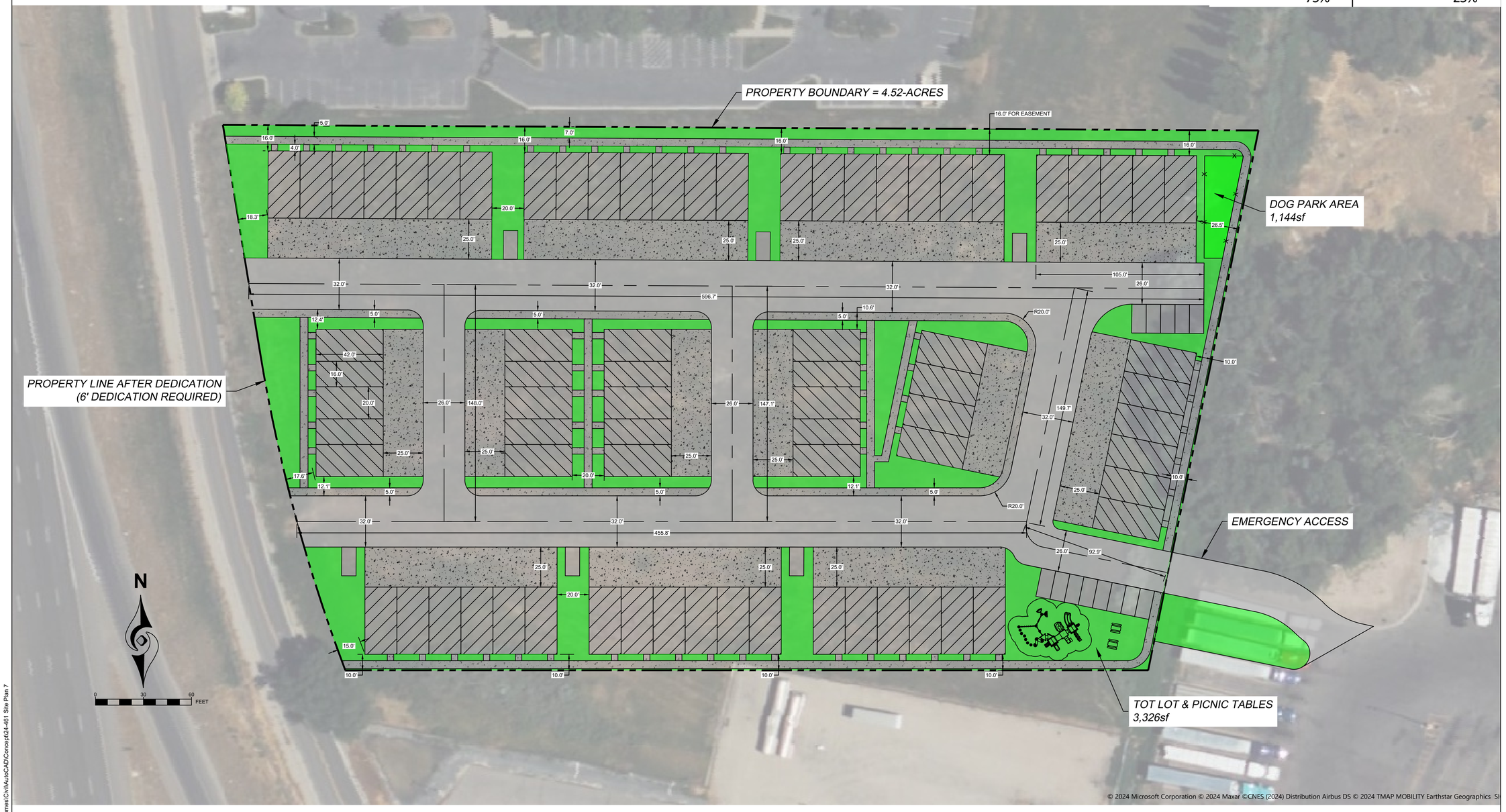
PARKING SUMMARY

- TOTAL UNITS: 74
- GUEST STALLS REQUIRED : 18.5 (ONE PER FOUR UNITS)
- GUEST STALLS PROVIDED: 19

- EVERY UNIT ALSO HAS A TWO-CAR GARAGE AND A 20'X25' DRIVEWAY CAPABLE OF PARKING TWO VEHICLES FOR A TOTAL OF FOUR PARKING SPACES

AREA SUMMARY
(TOTAL AREA = 4.51-ac)

HARDSCAPE		LANDSCAPE	
buildings	1.40 ac	trail	0.16 ac
driveways	0.85 ac	site sidewalks	0.18 ac
asphalt	1.06 ac	landscaping	0.81 ac
guest parking	0.07 ac		
	3.38 ac		1.15 ac
	75%		25%



civilsolutionsgroup inc.
CACHE VALLEY | P: 435.213.3762
SALT LAKE | P: 801.216.3192
UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net

WEST HAVEN TOWNHOMES
STEWARD LAND COMPANY

MARK:	DATE:	DESCRIPTION:

PROJECT #: 24-461
DRAWN BY: M. TAYLOR
ISSUED: 6/26/2026

DRAFT

CONCEPT

1 OF 1

P:\2024\24-461 West Haven Townhomes\Civil\AutoCAD\Concept\24-461 Site Plan 7

WHEN RECORDED, RETURN TO:
Shawn Warnke, City Manager
West Haven City
4150 S 3900 W
West Haven, UT 84401

MASTER DEVELOPMENT AGREEMENT FOR 21 SOUTH — 2nd AMENDMENT

THIS MASTER DEVELOPMENT AGREEMENT - 2nd AMENDMENT ("2nd Amendment") is made and entered as of the_____day of_____ , _____ by and among the West Haven City, a political subdivision of the State of Utah ("City"), and WEST HAVEN TOWNHOMES, LLC, a Utah limited liability company ("Developer").

RECITALS

A. Developer and the City previously entered into entered into a development agreement for the 21 South Apartment Project ("Project") on February 1, 2023, a copy of which is attached hereto as **Exhibit A**, and which was recorded in the offices of the Weber County Recorder on February 14, 2023, as Entry No. 3273202 ("MDA").

B. Developer and the City previously amended the MDA for the Project on May 3, 2023, a copy of which is attached hereto as **Exhibit B**, and which was recorded in the offices of the Weber County Recorder on June 14, 2023, as Entry No. 3286878 ("1st Amendment").

C. Since the time the City and Developer entered into the MDA, circumstances have arisen which necessitate this Master Development Agreement for 21 South - 2nd Amendment ("2nd Amendment").

D. Beyond the specific changes listed in this 2nd Amendment, all other provisions of the MDA and 1st Amendment remain in full force and effect.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree to the following changes:

A. In the MDA, Section 4.5.1 "Residential Land Uses." is modified to read, "The Property shall be developed as a residential project, with townhomes, as well as the recreational and open space elements provided in this 2nd Amendment, the MDA, and in the 1st Amendment." Renderings of the townhomes, materials and colors to be used, is attached as Exhibit D.

B. In the MDA, Section 4.5.2.1 "Clubhouse" is stricken.

C. In the MDA, Section 4.5.2.1 “Fitness Facility” is stricken and replaced with “playground of approximately 3300 SF or more”. Details of possible playground equipment and picnic tables are attached as Exhibit E.

D. In the MDA, Section 4.5.3 “Dog Parks” is modified to be “Dog Park of approximately 1100 SF or more”. A rendering of the proposed dog park is attached as Exhibit F.

E. In the MDA and 1st Amendment, Section 4.4 “Density” shall be amended to read as follows:

   a. The property may be developed at approximately 17 units per acre, for a total of up to 74 units on the property, as provided on the Concept Plan, as attached as Exhibit C.

F. Section 4.8 of the MDA shall remain in place regarding setbacks (i.e. residential buildings shall be set back a minimum of 10’ from any property line, a minimum of 10’ from any other building, and a minimum of 10~~5~~’ from any public or private right of way) and building heights (i.e. regardless of the use of the building, no building may exceed 45’).

G. The Concept attached in the 1st Amendment shall be removed and replaced by the Concept attached to this Amendment as **Exhibit C** and shall be the controlling Concept Plan of the MDA and development of the Project shall materially and substantially comply with the Concept Plan.

H. Required Engineering and Infrastructure

a. Sewer Infrastructure: Secure a private sewer lift station, which will be upgraded to accommodate both existing flows and the proposed development.

b. Floodplain Mitigation: Planned structural infill to elevate building pads above the updated floodplain requirements.

c. Water Rights & Irrigation: Acquisition of necessary water rights, along with a proposed private irrigation system to efficiently serve landscaped areas.

d. Stormwater Management: Implementation of an on-site stormwater retention system designed to meet current regulatory standards.

e. Fire Access: Developer shall continue to work with the Weber Fire District to address applicable fire access and public safety requirements, including the adequacy of existing and proposed access arrangements, in accordance with applicable fire code requirements. ~~Secure approval for a compliant secondary emergency access to ensure public safety and meet fire code requirements and provide proof of a recorded easement that has been approved by Weber Fire District.~~

f. Sound Study: Because this development is proposing townhomes within 300 feet of Commercial, Manufacturing, or Industrial Zones, a study shall be prepared by a licensed sound engineer that determines the impact of those existing uses on this housing and what

mitigation measures are necessary to ensure future homeowners are not impacted by such uses.

g. A site-specific emergency response plan, approved by Weber Fire District and the City Emergency Manager, shall be prepared by a competent professional.

I. Paragraph 5 of the MDA shall be amended to read as follows: **"Term of Agreement** The term of this MDA shall be until December 31, 2031, unless otherwise amended in writing and signed by the parties hereto. This MDA shall also terminate automatically at Buildout."

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

DEVELOPER:

WEST HAVEN TOWNHOMES, LLC,
a Utah limited liability company

By:_____
Name:_____
Title:_____

State of Utah)
ss:
County of _____)

On the _____ day of _____2026, personally appeared before me _____, the [Manager/Authorized Agent] of _____, LLC, duly sworn, and the signer of the within instrument, who duly acknowledged to me that he executed the same in his authorized capacity.

_____
Notary Public

CITY:

By:_____
Name:_____
Title:_____

State of Utah)
ss:
County of _____)

On the _____day of _____2026, personally appeared before me _____, the Mayor of West Haven City, duly sworn, and the signer of the within instrument, who duly Acknowledged to me that he executed the same in his authorized capacity.

_____
Notary Public

EXHIBIT A – copy of executed MDA

W3273202

ORDINANCE NO. 05-2023

E# 3273202 PG 1 OF 16
LEANN H KILTS, WEBER CTY. RECORDER
14-FEB-23 1044 AM FEE 5.00 SW
REC FOR: WEST HAVEN CITY

AN ORDINANCE OF THE CITY OF WEST HAVEN, UTAH APPROVING AND ADOPTING A MASTER DEVELOPMENT AGREEMENT FOR 21 SOUTH; AND PROVIDING FOR AN EFFECTIVE DATE.

Section 1 - Recitals:

WHEREAS, the City Council finds that the planning commission has caused to be prepared and has recommended to the City Council a proposed zoning ordinance and general plan; and,

WHEREAS, the City Council finds that the Planning Commission has caused to be prepared and has recommended to the City Council a Master Development Agreement ("Agreement') for the 21 South development, with said Agreement representing the Commission's recommendations for development of the proposed project within the municipality; and

WHEREAS, the City Council finds that under Utah Code 109-9a-305(8)(a) and 10-9a-509, the City Council may lawfully adopt development plans and schedules by ordinance, as recommended by the Planning Commission; and

WHEREAS, upon petition to and based on the recommendation of the West Haven City Planning Commission, the City Council determines it to be in the best interest of the City to adopt the proposed Agreement; and,

WHEREAS, the City Council finds that such a change follows the City's General Plan; and,

WHEREAS, the City Council finds that the public convenience and necessity, public safety, health and welfare is at issue and requires action by the City as noted above;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WEST HAVEN, UTAH:

The **Master Development Agreement, 21 South**, by and between West Haven City and Ponderosa Capital Partners, LLC, attached hereto as Exhibit A, and fully incorporated by this reference, is approved and adopted.

The foregoing recitals are fully incorporated herein.

Enactments:

All orders, ordinances and resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Ordinance, are, for such

conflict, repealed, except this repeal will not be construed to revive any act, order or resolution, or part, repealed.

Section 3 - Prior Ordinances and Resolutions:

The body and substance of all prior Ordinances and Resolutions, with their specific provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

Section 4 - Savings Clause:

If any provision of this Ordinance be held or deemed or be invalid, inoperative, or unenforceable, such reason will render no other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Ordinance being deemed the separate independent and severable act of the City Council of West Haven City.

Section 5 - Date of Effect

BE IT FURTHER ORDAINED this Ordinance will become effective on the 1st day of February, 2023

DATED this 1st day of February, 2023.

WEST HAVEN, a municipal corporation

by: Rob Vanderwood 2-1-2023
Mayor Rob Vanderwood

Attested and recorded

Emily Green
City Recorder

WEST HAVEN CORPORATE SEAL UTAH

WHEN RECORDED, RETURN TO:
Matthew D. Jensen, City Manager
West Haven City
4150 S 3900 W
West Haven, UT 84401

MASTER DEVELOPMENT AGREEMENT FOR 21 SOUTH

THIS MASTER DEVELOPMENT AGREEMENT is made and entered as of the_____ day of _____,_____ by and among the West Haven City, a political subdivision of the State of Utah ("City"), and Ponderosa Capital Partners, LLC, a Utah limited liability company ("Developer").

RECITALS

A. The capitalized terms used in these Recitals are defined in Section 1.2, below.

B. Developer owns and is developing the Property.

C. Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Concept Plan and this MDA.

D. Development of the Property pursuant to this MDA is acknowledged by the parties to be consistent with LUDMA and the Zoning Ordinance and to operate to the benefit of the City, Developer, and the general public.

E. The Planning Commission has reviewed this MDA, including the Concept Plan, and determined that they are consistent with the Act, the Zoning Ordinance and development of the Property.

F. The parties acknowledge that development of the Property pursuant to this MDA will result in planning and economic benefits to the City and its residents by, among other things requiring orderly development of the Property, and increasing revenues to the City based on improvements to be constructed on the Property. Development of the Property pursuant to this MDA will also result in additional benefits to the City in that Developer has agreed to tear down an existing, blighted building located on the Property.

G. Development of the Property pursuant to this MDA will also result in benefits to Developer by providing assurances to Developer that it will have the ability to develop the Property in accordance with this MDA.

H. Developer and the City have cooperated in the preparation of this MDA.

I. The parties desire to enter into this MDA to specify the rights and responsibilities of the Developer to develop the Property as expressed in this MDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.

J. The parties understand and intend that this MDA is a "development agreement" within the meaning of, and entered into pursuant to the terms of, the Utah Municipal Land Use, Development, and Management Act, Utah Code Ann. §§10-9a-101 et seq.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation**. The foregoing Recitals and Exhibit A are hereby incorporated into this MDA.

1.2. **Definitions**. As used in this MDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the Utah Municipal Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, et seq.

1.2.2. **Administrator** means the person designated by the City as the Administrator of this MDA.

1.2.3. **Applicant** means a person or entity submitting a Development Application.

1.2.4. **Buildout** means the completion of the Project on the Property in accordance with the approved plans.

1.2.5. **City** means the West Haven City, a political subdivision of the State of Utah.

1.2.6. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage for reviewing certain aspects of the development of the Project.

1.2.7. **City's Future Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the City which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.2.8. **City's Vested Laws** means the ordinances, policies, standards and procedures of the City in effect as of the date of this MDA, and which may govern this MDA.

1.2.9. **Commission** means the duly appointed Planning Commission of West Haven City, Utah.

1.2.10. **Concept Plan** means that plan for the development of the Project attached as Exhibit A.

1.2.11. **Council** means the elected City Council of the City.

1.2.12. **Default** means a material breach of this MDA as specified herein.

1.2.13. **Denial** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application, but does not include review comments or "redlines" by City staff.

1.2.14. **Developer** means Ponderosa Capital Partners, LLC, a Utah limited liability company, and its assignees or transferees as permitted by this MDA.

1.2.15. **Development** means the development of all or a portion of the Property pursuant to the Concept Plan and an approved Development Application.

1.2.16. **Development Application** means an application to the City for development of all or a portion of the Project or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.17. **MDA** means this Master Development Agreement including all of its Exhibits.

1.2.18. **Notice** means any notice to or from any party to this MDA that is either required or permitted to be given to another party.

1.2.19. **Project** means the total development to be constructed on the Property pursuant to this MDA, including the Concept Plan, with the associated public and private facilities, and all of the other aspects approved as part of this MDA.

1.2.20. **Property** means that real property owned and to be developed by Developer more fully described in Section 4.1 of this MDA.

1.2.21. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City, if any, as a condition of the approval of a Development Application.

1.2.22. **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this MDA as a part of the City's Vested Laws.

2. **Effect of MDA**. This MDA shall be the sole agreement between the parties related to the Project.

3. **Development of the Project.** Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this MDA), the Concept Plan and this MDA.

4. **Zoning, Obligations and Vested Rights.**

4.1. **Property Description**. The Properties which shall be the subject of this MDA are identified as: **Parcel 15-066-0096** and **Parcel 15-066-0071**, as described in the office of the Weber County Recorder.

4.2. **Zoning.** The City has zoned the Property as Mixed Use.

4.3. **Mixed Use Zone Compliance**. West Haven Zoning Code ("WHZC") 157.310(A)(1) requires all projects in the Mixed-Use Zone to contain two or more of the following elements: commercial, residential, open space, recreational, and/or institutional. The Project is in compliance with the Mixed-Use Zone because it includes high-density residential, recreational and open space elements and uses in accordance with WHZC 157.310(A)(1). The Project is also in compliance with a stated purpose of the zone in WHZC 157.310(A)(2)(d) because the Project is a high-density multi-family residential project which provides a buffer between nearby commercial, industrial and other uses.

4.4. **Density.** The property may be developed at 30 units per acre, for a total of 284 units on the Property, as provided on the Concept Plan.

4.5. **Land Uses.**

4.5.1. **Residential Land Uses**. The Property shall be developed as a residential, high-density multi-family project, with a combination of 1, 2, and 3-bedroom apartments, as well as the recreational and open space elements provided below.

4.5.2. **Recreational Elements**. The Property shall be developed with the following recreational elements as shown on the Concept Plan or as otherwise approved by the City:

4.5.2.1. Pickleball Court(s)
4.5.2.2. Clubhouse
4.5.2.3. Swimming Pool
4.5.2.4. Fitness Facility

4.5.3. **Open Space Elements**. The Property shall also be developed with the following open space elements as shown on the Concept Plan or as otherwise approved by the City:

4.5.3.1. Dog parks
4.5.3.2. Other open space as shown on the Concept Plan

4.6. **Landscaping.** As part of the site plan and design review, Developer shall be required to submit a site plan which complies with the landscaping requirements outlined in WHZC 157.733(D)

4.7. **Site Plan and Design Review**. Upon approval of the MDA, Developer shall be required to comply with the terms, conditions and process of the WHZC 157.730, including building design, landscaping and site circulation.

4.8. **Setbacks and Building Heights**.

4.8.1. **Setbacks**. All residential buildings shall be set back a minimum of 10' from any property line, a minimum of 10' from any other building, and a minimum of 15' from any public or private right of way.

4.8.2. **Building Height**. Regardless of the use of the building, no building may exceed 45' height.

4.9. **Pedestrian and Vehicular Circulation; Parking**. All pedestrian and vehicular circulation within the Project shall comply with the West Haven Engineering Design Standards and Specifications, as well as the International Fire Code. Approval of civil design documents shall constitute approval of said circulation. City and Developer acknowledge and agree that the Project, as depicted on the Concept Plan, complies with the City's parking requirements.

4.10. **Civil Drawings.** Once approved by the City Engineer, a copy of the stamped, approved civil engineering drawings for the Project shall be kept with this MDA. Once construction has commenced, a copy of the stamped drawings is required to be kept on-site at all times during construction of the Project.

4.11. **Developer Obligations.** In exchange for the City approving the above zoning, density, and land uses, Developer shall:

4.11.1. Develop the property in accordance with this MDA, all applicable federal, state, and local ordinances, as well as all relevant building codes.

4.11.2. Follow the Site Plan/Design Review process outlined in WHZC 157.731, relative to the landscaping, building design and engineering requirements.

4.12. **City Obligations.** In addition to the above zoning, density and land uses, the City does hereby agree to issue all permits and approvals within a timely manner, as prescribed by any relevant federal, state and local law.

4.13. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the City and Developer intend that this MDA grants Developer all rights to develop the Project in fulfillment of this MDA, the City's Vested Laws and the Concept Plan except as specifically provided herein. The Parties intend that the rights granted to Developer under this MDA are contractual and also those rights that exist under statute, common law and at equity. The parties specifically intend that this MDA grant to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann.§10-9a-509.

4.14. **Exceptions.** The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 3 are subject only to the following exceptions:

4.14.1. **Developer Agreement.** City's Future Laws that Developer agrees in writing to the application thereof to the Project;

4.14.2. **State and Federal Compliance.** City's Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

4.14.3. **Codes.** City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APW A Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

4.14.4. **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated; or,

4.14.5. **Fees.** Changes to the amounts of fees (but not changes to the times provided in the City's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

4.14.6. **Planning and Zoning Modification.** Changes by the City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not materially or adversely amend or reduce the Maximum Residential Units, Public Infrastructure or amenities required for the Project, are generally applicable across the entire City to the respective Zones within the Project and do not materially and unreasonably increase the costs of any Development.

4.14.7. **Compelling, Countervailing Interest.** Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. §10-9a-509(1)(a)(ii)(A).

5. **Term of Agreement.** The term of this MDA shall be until June 30, 2028 unless otherwise amended in writing and signed by the parties hereto. This MDA shall also terminate automatically at Buildout.

6. **Processing of Development Applications.**

6.1. **City Denial of a Development Application.** If the City denies a Development Application, the City shall provide a written determination advising the Applicant of the reasons for denial,

including specifying the reasons the City believes that the Development Application is not consistent with this MDA, and/or the City's Vested Laws (or, if applicable, the City's Future Laws).

6.2. **Meet and Confer regarding Development Application Denials.** The City and Applicant shall meet within fifteen (15) business days of any Denial to resolve the issues specified in the Denial of a Development Application.

6.3. **Mediation of Development Application Denials.**

6.3.1. **Issues Subject to Mediation.** Issues resulting from the City's Denial of a Development Application that are not subject to arbitration provided in Section 6.4 shall be mediated.

6.3.2. **Mediation Process.** If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the parties are unable to agree on a single acceptable mediator, they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant and City shall each pay one-half (1/2) of the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

6.4. **Arbitration of Development Application Objections.**

6.4.1. **Issues Subject to Arbitration.** Issues regarding the City's Denial of a Development Application that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration.

6.4.2. **Mediation Required Before Arbitration.** Prior to any arbitration the parties shall first attempt mediation as specified in Section 6.3.

6.4.3. **Arbitration Process.** If the City and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the parties are unable to agree on a single acceptable arbitrator they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant and City shall each pay one-half (1/2) of the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's or Applicant's position was not

only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the City or Applicant, as applicable, to pay the arbitrator's fees and the other party's reasonable attorneys' fees and costs.

7. **Application Under City's Future Laws.** Without waiving any rights granted by this MDA, Developer may at any time, choose to submit a Development Application for some or all of the Project under the City's Future Laws in effect at the time of the Development Application so long as Developer is not in current breach of this Agreement. Any Development Application filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws related to the Development Application. The election by Developer at any time to submit a Development Application under the City's Future Laws shall not be construed to prevent Developer from relying for other Development Applications on the City's Vested Laws and the terms and conditions of this MDA.

8. **Tax Benefits.** The City acknowledges that Developer may seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring portions of the Property to the City or to a charitable organization for Open Space or other public use. Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Developer by reason of the foregoing. The City shall reasonably cooperate with Developer to the maximum extent allowable under law to allow Developer to take advantage of any such tax benefits.

9. **Public Infrastructure.**

9.1. **Construction by Developer.** Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application.

9.2. **Bonding.** If and to the extent required by the City's Vested Laws, unless otherwise provided by Chapter 10-9a of the Utah Code as amended, security for any Public or private Infrastructure is required by the City it shall provide in a form acceptable to the City as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the City's Vested Laws.

9.3. **Utilities**. The City acknowledges that the utility drawings submitted along with the Plat for the Project are, or will be when finally approved by the City's Engineer, acceptable to the City and that the City will allow such connections and service.

10. **Default.**

10.1. **Notice.** If Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party of such default as provided herein.

10.2. **Contents of the Notice of Default.** The Notice of Default shall:

10.2.1. **Specific Claim.** Specify the claimed event of Default;

10.2.2. **Applicable Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default;

10.2.3. **Materiality.** Identify why the Default is claimed to be material; and

10.2.4. **Optional Cure.** If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be not less than thirty (30) days in duration.

10.3. **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default the parties shall engage in the "Meet and Confer" and "Mediation" processes specified in Sections 6.2 and 6.3. If the claimed Default is subject to Arbitration as provided in Section 6.4, then the parties shall follow such processes.

10.4. **Remedies.** If the parties are not able to resolve the Default by "Meet and Confer" or by Mediation, and if the Default is not subject to Arbitration then the parties may have the following remedies, except as specifically limited in Section 10.8

10.4.1. **Law and Equity.** All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

10.4.2. **Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

10.4.3. **Future Approvals.** The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project.

10.5. **Public Meeting.** Before any remedy in Section 10.4 may be imposed by the City, the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

10.6. **Emergency Defaults.** If the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 10.4 without the requirements of Sections 10.5. The City shall give Notice to Developer of any public meeting at which an emergency default is to be considered and the Developer shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

10.7. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days, then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence. A written agreement extending the cure period shall be evidence of such extension and shall set a new expiration of the cure period.

10.8. **Limitation on Recovery for Default- No Damages.** No party shall be entitled to any claim for any monetary damages as a result of any breach of this MDA and each Party waives any claims thereto. The sole remedy available to Developer or any party shall be that of specific performance.

11. **Notices.** All notices required or permitted under this Development Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Developer:	Ponderosa Capital Partners, LLC 1141 E. 2800 N. Ogden, UT 84414 Attn: Daniel Stephens E-mail: daniel@theblackpinegroup.com
With a Copy for Developer to:	Cheney Law Group 10808 S. River Front Pkwy, Ste 365 South Jordan, UT 84095 Attn: Brian Cheney E-mail: bcheney@cheneylawgroup.com
To the City:	Matthew Jensen, City Manager Shari Phippen, Community Development Director 4150 S. 3900 W. West Haven City, UT 84401 Email: matthewj@westhavencity.com sharip@westhavencity.com
With a Copy for City to:	Amy F. Hugie, JD 9 West Forest St. #208 Brigham City, UT 84302 Email: amyhugie@xmission.com

11.1. **Effectiveness of Notice.** Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

11.1.1. **Hand Delivery.** Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice). If the copy is not mailed on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

11.1.2. **Electronic Delivery.** Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

11.1.3. **Mailing.** On the third day after the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of Section 11.

12. **Estoppel Certificate.** Upon twenty (20) days prior written request by Developer, the City will execute an estoppel certificate to any third party certifying that Developer is, at that time, not in default of the terms of this Agreement.

13. **Headings.** The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

14. **No Third-Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the City, or Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The parties acknowledge that this MDA refers to a private development. Further, the parties agree that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements, at which time all rights and responsibilities (except for warranty bond requirements under City's Vested Laws and as allowed by state law) for the dedicated public improvement shall be the City's.

15. **Assignability.** The rights and responsibilities of Developer under this MDA may be assigned in whole or in part by Developer with the written consent of the City as provided herein.

15.1. **Sale of Lots.** Developer's selling or conveying lots in any approved Subdivision to builders or end users shall not be deemed to be an "assignment" subject to the above-referenced approval by the City.

15.2. **Related Entity.** Developer's transfer of all or any part of the Property to any entity "related" to Developer (as defined by regulations of the Internal Revenue Service in 26 U.S. Code §267(B)), Developer's entry into a joint venture for the development of the Project or Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Developer. Developer shall give the City Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

15.3. **Notice.** Subject to Sections 15.1 and 15.2, Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

15.4. **Time for Objection.** Unless the City objects in writing within twenty (20) business days of notice, the City shall be deemed to have approved of and consented to the assignment.

15.5. **Partial Assignment.** If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

15.6. **Denial.** The City may only withhold its consent to a proposed assignment if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of or Developer proposed to be assigned or there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall be subject to the "Meet and Confer" and "Mediation" processes specified in Sections 6.2 and 6.3. If the refusal is subject to Arbitration as provided in Section 6.4 then the parties shall follow such processes.

15.7. **Assignees Bound by MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment.

16. **No Waiver.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

17. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

18. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor, health pandemics, acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

19. **Time is of the Essence.** Subject to Section 18, time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

20. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this MDA, the City, Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representative for the City shall be the City Manager and the initial representatives for Developer shall be Daniel Stephens and Nate Messerly. The parties may change their designated representatives

by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this MDA and the development of the Project.

21. **Mutual Drafting.** Each party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against either party based on which party drafted any particular portion of this MDA.

22. **Applicable Law.** This MDA is entered into in Weber County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

23. **Venue.** Any action to enforce this MDA shall be brought only in the Second District Court, Weber County Division or the Utah District of the Federal Court.

24. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

25. **Recordation and Running with the Land.** This MDA shall be recorded against the Property in the Official Records of the Weber County Recorder. This MDA shall be deemed to run with the land.

26. **Authority.** The parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this MDA lawfully binding the City pursuant to Resolution No. _____ adopted by the City on _____, _____.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

DEVELOPER:

PONDEROSA CAPITAL PARTNERS, LLC,
a Utah limited liability company

By: _____
Name: Daniel Stephens
Title: MANAGER

MARILYN COOK
NOTARY PUBLIC • STATE of UTAH
COMMISSION NO. 714734
COMM. EXP. 10-17-2024

State of Utah)
ss:
County of Weber)

On the 7th day of February 2023, personally appeared before me Daniel Stephens, the [Manager/Authorized Agent] of Ponderosa Capital Partners, LLC, duly sworn, and the signer of the within instrument, who duly acknowledged to me that he executed the same in his authorized capacity.

_____
Notary Public

CITY:

By: _____
Name: Rob Vanderwood
Title: Mayor West Haven City

MARILYN COOK
NOTARY PUBLIC • STATE of UTAH
COMMISSION NO. 714734
COMM. EXP. 10-17-2024

State of Utah)
ss:
County of Weber)

On the 17th day of February 2023, personally appeared before me Rob Vanderwood, the Mayor of West Haven City, duly sworn, and the signer of the within instrument, who duly acknowledged to me that he executed the same in his authorized capacity.

_____
Notary Public

EXHIBIT B – copy of executed 1st Amendment

E# 3286878 PG 1 OF 21
LEANN H KILTS, WEBER CTY. RECORDER
14-JUN-23 108 PM FEE 5.00 SW
REC FOR: WEST HAVEN CITY



ORDINANCE NO. 10-2023

AN ORDINANCE OF WEST HAVEN CITY AMENDING THE MASTER DEVELOPMENT FOR THE 21 SOUTH MIXED-USE PROJECT; AND PROVIDING AN EFFECTIVE DATE FOR THESE CHANGES.

Section 1 – Recitals

WHEREAS, the City of West Haven ("City") is a municipal corporation duly organized and existing under the laws of Utah; and

WHEREAS, the City Council finds that in conformance with UC §10-3-702, the governing body of the City may pass any ordinance to regulate, require, prohibit, govern, control or supervise any activity, business, conduct or condition authorized by the laws of the State of Utah or any other provision of law; and,

WHEREAS, the City and Ponderosa Capital, LLC, entered into a Master Development Agreement relating to the 21South Mixed-Use Project (hereinafter the "MDA") on February 1, 2023, and which was recorded in the Weber County Recorder's offices on February 14, 2023; and

WHEREAS, it has become necessary to make minor modifications to the MDA in order to reflect changes to the City Obligations and the allocation of total units between each of the phases; and

WHEREAS, the parties discussed the need to amend the MDA to reflect those changes; and

WHEREAS, the City Council finds that the planning commission discussed this amendment to the MDA for the Wilson Cove Project ("Amendment") in a public meeting and has recommended adoption of the Amendment to the City Council; and,

WHEREAS, the City Council finds that under Utah Code §10-9a-305(8)(a) and §10-9a-509, the City Council may lawfully adopt development plans and schedules by ordinance as recommended by the Planning Commission; and,

WHEREAS, upon petition to and based on the recommendation of the West Haven City Planning Commission, the City Council determines it to be in the best interest of the City to adopt the proposed Amendment; and,

WHEREAS, the City Council finds that the public convenience and necessity, public safety, health and welfare is at issue and requires action by the City as noted above;

NOW THEREFORE, BE IT ORDAINED by the City Council of West Haven City, Utah:

The **Amended Master Development Agreement, 21 South,** by and between West Haven City and Ponderosa Capital Partners, LLC, attached hereto as Exhibit A, and fully incorporated by this reference, is approved and adopted.

The forgoing Recitals are fully incorporated herein.

Section 2 – Prior Ordinances and Resolutions
That the above changes, where they may have been taken from prior City Ordinances and Resolutions, are listed here for centralization and convenience; and that the body and substance of those prior Ordinances and Resolutions, with their specific provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

Section 3 – Repealer of Conflicting Enactments
All orders, ordinances and resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts thereof, which conflict with this Ordinance are, for such conflict, repealed, except that this repeal will not be construed to revive any act, order or resolution, or part.

Section 4 – Savings Clause
If any provision of this Ordinance be held or deemed invalid, inoperative or unenforceable, such will render no other provision or provisions invalid, inoperative or unenforceable to any extent whatsoever, this Ordinance being deemed the separate independent and severable act of the City Council of West Haven City.

Section 5 – Date of Effect
This Ordinance shall be effective as of the date of signing and after being published or posted as required by law.

DATED the 3rd day of May, 2023

WEST HAVEN CITY

Rob Vanderwood
Mayor

ATTEST:

Emily Green, City Recorder

WEST HAVEN CORPORATE SEAL UTAH

WHEN RECORDED, RETURN TO:
Matthew D. Jensen, City Manager
West Haven City
4150 S 3900 W
West Haven, UT 84401

MASTER DEVELOPMENT AGREEMENT FOR 21 SOUTH – 1st AMENDMENT

THIS MASTER DEVELOPMENT AGREEMENT – 1st AMENDMENT ("Amendment") is made and entered as of the 3 day of May, 2023 by and among the West Haven City, a political subdivision of the State of Utah ("City"), and Ponderosa Capital Partners, LLC, a Utah limited liability company ("Developer").

RECITALS

A. Developer and the City previously entered into a development agreement for the 21 South Apartment Project ("Project") on February 1, 2023, a copy of which is attached hereto as Exhibit A, and which was recorded in the offices of the Weber County Recorder on February 14, 2023 as Entry No. 3273202 ("MDA")

B. Since the time the City and Developer entered into the MDA, circumstances have arisen which necessitate this Amendment, specifically development of a portion of the original property is no longer feasible and Developer wishes to remove that property from the MDA.

C. Additionally, with the reduction in the project size, it is necessary to reduce the number of allowed units and to remove a portion of the agreed-upon amenities.

D. Beyond the specific changes listed in this Amendment, all other provisions of the MDA remain in full force and effect.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree to the following:

A. Section 4.1 "Property Description" shall be amended to read as follows:
   a. The Property which shall be subject to this MDA is identified as Parcel 15-805-0001, as may be described in the office of the Weber County Recorder.

B. Section 4.4 "Density" shall be amended to read as follows:
   a. The property may be developed at 30 units per acre, for a total of 137 units on the property, as provided on the Concept Plan.

C. Section 4.5.2.1 "Pickleball Court(s)" is stricken

D. Section 4.5.2.3 "Swimming Pool" is stricken

E. The Concept attached in the MDA shall be removed and replaced by the Concept attached to this Amendment as Exhibit B.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

DEVELOPER:

PONDEROSA CAPITAL PARTNERS, LLC,
a Utah limited liability company

By: _____
Name: Daniel Stephens
Title: Manager

MARILYN COOK
NOTARY PUBLIC • STATE of UTAH
COMMISSION NO. 714734
COMM. EXP. 10-17-2024

State of Utah)
ss:
County of Weber)

On the 14th day of June 2023, personally appeared before me Daniel Stephens, the [Manager/Authorized Agent] of Ponderosa Capital Partners, LLC, duly sworn, and the signer of the within instrument, who duly acknowledged to me that he executed the same in his authorized capacity.

_____
Notary Public

CITY:

By: _____
Name: Rob Vanderwood
Title: Mayor

MARILYN COOK
NOTARY PUBLIC • STATE of UTAH
COMMISSION NO. 714734
COMM. EXP. 10-17-2024

State of Utah)
ss:
County of Weber)

On the 3rd day of May 2023, personally appeared before me Rob Vanderwood, the Mayor of West Haven City, duly sworn, and the signer of the within instrument, who duly acknowledged to me that he executed the same in his authorized capacity.

_____
Notary Public



UNIT COUNTS	
44	3-BED UNITS
92	2-BED UNITS
136	TOTAL UNITS

PARKING SCHEDULE	
Type	QTY
9' x 18'	230
ADA	7
ADA (VAN)	1
	238

EXHIBIT B

1 SITE PLAN CONCEPT
A000 1" = 50'-0"

JARRETT ARCHITECTURE
2701 N THANKSGIVING WAY, STE 100
LEHI, UT 84043
801.901.0926
RILEY@JARRETTARCHITECTURE.COM

WEST HAVEN APARTMENTS | SITE CONCEPT

PROJECT ADDRESS: ADDRESS
CITY, ST ZIP
PROJECT #: 2205.01

A0

EXHIBIT A

"W3273202"

E# 3273202 PG 1 OF 16
LEANN H KILTS, WEBER CTY. RECORDER
14-FEB-23 1044 AM FEE 5.00 SW
REC FOR: WEST HAVEN CITY

ORDINANCE NO. 05-2023

AN ORDINANCE OF THE CITY OF WEST HAVEN, UTAH APPROVING AND ADOPTING A MASTER DEVELOPMENT AGREEMENT FOR 21 SOUTH; AND PROVIDING FOR AN EFFECTIVE DATE.

Section 1 - Recitals:

WHEREAS, the City Council finds that the planning commission has caused to be prepared and has recommended to the City Council a proposed zoning ordinance and general plan; and,

WHEREAS, the City Council finds that the Planning Commission has caused to be prepared and has recommended to the City Council a Master Development Agreement ("Agreement') for the 21 South development, with said Agreement representing the Commission's recommendations for development of the proposed project within the municipality; and

WHEREAS, the City Council finds that under Utah Code 109-9a-305(8)(a) and 10-9a-509, the City Council may lawfully adopt development plans and schedules by ordinance, as recommended by the Planning Commission; and

WHEREAS, upon petition to and based on the recommendation of the West Haven City Planning Commission, the City Council determines it to be in the best interest of the City to adopt the proposed Agreement; and,

WHEREAS, the City Council finds that such a change follows the City's General Plan; and,

WHEREAS, the City Council finds that the public convenience and necessity, public safety, health and welfare is at issue and requires action by the City as noted above;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WEST HAVEN, UTAH:

The **Master Development Agreement, 21 South**, by and between West Haven City and Ponderosa Capital Partners, LLC, attached hereto as Exhibit A, and fully incorporated by this reference, is approved and adopted.

The foregoing recitals are fully incorporated herein.

Enactments:

All orders, ordinances and resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Ordinance, are, for such

conflict, repealed, except this repeal will not be construed to revive any act, order or resolution, or part, repealed.

Section 3 - Prior Ordinances and Resolutions:

The body and substance of all prior Ordinances and Resolutions, with their specific provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

Section 4 - Savings Clause:

If any provision of this Ordinance be held or deemed or be invalid, inoperative, or unenforceable, such reason will render no other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Ordinance being deemed the separate independent and severable act of the City Council of West Haven City.

Section 5 - Date of Effect

BE IT FURTHER ORDAINED this Ordinance will become effective on the 1st day of February, 2023

DATED this 1st day of February, 2023.

WEST HAVEN, a municipal corporation

by: Rob Vanderwood 2-1-2023
Mayor Rob Vanderwood

Attested and recorded

Emily Green
City Recorder

WEST HAVEN CORPORATE SEAL UTAH

WHEN RECORDED, RETURN TO:
Matthew D. Jensen, City Manager
West Haven City
4150 S 3900 W
West Haven, UT 84401

MASTER DEVELOPMENT AGREEMENT FOR 21 SOUTH

THIS MASTER DEVELOPMENT AGREEMENT is made and entered as of the_____ day of _____,_____ by and among the West Haven City, a political subdivision of the State of Utah ("City"), and Ponderosa Capital Partners, LLC, a Utah limited liability company ("Developer").

RECITALS

A. The capitalized terms used in these Recitals are defined in Section 1.2, below.

B. Developer owns and is developing the Property.

C. Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Concept Plan and this MDA.

D. Development of the Property pursuant to this MDA is acknowledged by the parties to be consistent with LUDMA and the Zoning Ordinance and to operate to the benefit of the City, Developer, and the general public.

E. The Planning Commission has reviewed this MDA, including the Concept Plan, and determined that they are consistent with the Act, the Zoning Ordinance and development of the Property.

F. The parties acknowledge that development of the Property pursuant to this MDA will result in planning and economic benefits to the City and its residents by, among other things requiring orderly development of the Property, and increasing revenues to the City based on improvements to be constructed on the Property. Development of the Property pursuant to this MDA will also result in additional benefits to the City in that Developer has agreed to tear down an existing, blighted building located on the Property.

G. Development of the Property pursuant to this MDA will also result in benefits to Developer by providing assurances to Developer that it will have the ability to develop the Property in accordance with this MDA.

H. Developer and the City have cooperated in the preparation of this MDA.

I. The parties desire to enter into this MDA to specify the rights and responsibilities of the Developer to develop the Property as expressed in this MDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.

J. The parties understand and intend that this MDA is a "development agreement" within the meaning of, and entered into pursuant to the terms of, the Utah Municipal Land Use, Development, and Management Act, Utah Code Ann. §§10-9a-101 et seq.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation**. The foregoing Recitals and Exhibit A are hereby incorporated into this MDA.

1.2. **Definitions**. As used in this MDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the Utah Municipal Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, et seq.

1.2.2. **Administrator** means the person designated by the City as the Administrator of this MDA.

1.2.3. **Applicant** means a person or entity submitting a Development Application.

1.2.4. **Buildout** means the completion of the Project on the Property in accordance with the approved plans.

1.2.5. **City** means the West Haven City, a political subdivision of the State of Utah.

1.2.6. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage for reviewing certain aspects of the development of the Project.

1.2.7. **City's Future Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the City which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.2.8. **City's Vested Laws** means the ordinances, policies, standards and procedures of the City in effect as of the date of this MDA, and which may govern this MDA.

1.2.9. **Commission** means the duly appointed Planning Commission of West Haven City, Utah.

1.2.10. **Concept Plan** means that plan for the development of the Project attached as Exhibit A.

1.2.11. **Council** means the elected City Council of the City.

1.2.12. **Default** means a material breach of this MDA as specified herein.

1.2.13. **Denial** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application, but does not include review comments or "redlines" by City staff.

1.2.14. **Developer** means Ponderosa Capital Partners, LLC, a Utah limited liability company, and its assignees or transferees as permitted by this MDA.

1.2.15. **Development** means the development of all or a portion of the Property pursuant to the Concept Plan and an approved Development Application.

1.2.16. **Development Application** means an application to the City for development of all or a portion of the Project or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.17. **MDA** means this Master Development Agreement including all of its Exhibits.

1.2.18. **Notice** means any notice to or from any party to this MDA that is either required or permitted to be given to another party.

1.2.19. **Project** means the total development to be constructed on the Property pursuant to this MDA, including the Concept Plan, with the associated public and private facilities, and all of the other aspects approved as part of this MDA.

1.2.20. **Property** means that real property owned and to be developed by Developer more fully described in Section 4.1 of this MDA.

1.2.21. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City, if any, as a condition of the approval of a Development Application.

1.2.22. **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this MDA as a part of the City's Vested Laws.

2. **Effect of MDA**. This MDA shall be the sole agreement between the parties related to the Project.

3. **Development of the Project.** Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this MDA), the Concept Plan and this MDA.

4. **Zoning, Obligations and Vested Rights.**

4.1. **Property Description**. The Properties which shall be the subject of this MDA are identified as: **Parcel 15-066-0096** and **Parcel 15-066-0071**, as described in the office of the Weber County Recorder.

4.2. **Zoning.** The City has zoned the Property as Mixed Use.

4.3. **Mixed Use Zone Compliance**. West Haven Zoning Code ("WHZC") 157.310(A)(1) requires all projects in the Mixed-Use Zone to contain two or more of the following elements: commercial, residential, open space, recreational, and/or institutional. The Project is in compliance with the Mixed-Use Zone because it includes high-density residential, recreational and open space elements and uses in accordance with WHZC 157.310(A)(1). The Project is also in compliance with a stated purpose of the zone in WHZC 157.310(A)(2)(d) because the Project is a high-density multi-family residential project which provides a buffer between nearby commercial, industrial and other uses.

4.4. **Density.** The property may be developed at 30 units per acre, for a total of 284 units on the Property, as provided on the Concept Plan.

4.5. **Land Uses.**

4.5.1. **Residential Land Uses**. The Property shall be developed as a residential, high-density multi-family project, with a combination of 1, 2, and 3-bedroom apartments, as well as the recreational and open space elements provided below.

4.5.2. **Recreational Elements**. The Property shall be developed with the following recreational elements as shown on the Concept Plan or as otherwise approved by the City:

4.5.2.1. Pickleball Court(s)
4.5.2.2. Clubhouse
4.5.2.3. Swimming Pool
4.5.2.4. Fitness Facility

4.5.3. **Open Space Elements**. The Property shall also be developed with the following open space elements as shown on the Concept Plan or as otherwise approved by the City:

4.5.3.1. Dog parks
4.5.3.2. Other open space as shown on the Concept Plan

4.6. **Landscaping.** As part of the site plan and design review, Developer shall be required to submit a site plan which complies with the landscaping requirements outlined in WHZC 157.733(D)

4.7. **Site Plan and Design Review**. Upon approval of the MDA, Developer shall be required to comply with the terms, conditions and process of the WHZC 157.730, including building design, landscaping and site circulation.

4.8. **Setbacks and Building Heights**.

4.8.1. **Setbacks**. All residential buildings shall be set back a minimum of 10' from any property line, a minimum of 10' from any other building, and a minimum of 15' from any public or private right of way.

4.8.2. **Building Height**. Regardless of the use of the building, no building may exceed 45' height.

4.9. **Pedestrian and Vehicular Circulation; Parking**. All pedestrian and vehicular circulation within the Project shall comply with the West Haven Engineering Design Standards and Specifications, as well as the International Fire Code. Approval of civil design documents shall constitute approval of said circulation. City and Developer acknowledge and agree that the Project, as depicted on the Concept Plan, complies with the City's parking requirements.

4.10. **Civil Drawings.** Once approved by the City Engineer, a copy of the stamped, approved civil engineering drawings for the Project shall be kept with this MDA. Once construction has commenced, a copy of the stamped drawings is required to be kept on-site at all times during construction of the Project.

4.11. **Developer Obligations.** In exchange for the City approving the above zoning, density, and land uses, Developer shall:

4.11.1. Develop the property in accordance with this MDA, all applicable federal, state, and local ordinances, as well as all relevant building codes.

4.11.2. Follow the Site Plan/Design Review process outlined in WHZC 157.731, relative to the landscaping, building design and engineering requirements.

4.12. **City Obligations.** In addition to the above zoning, density and land uses, the City does hereby agree to issue all permits and approvals within a timely manner, as prescribed by any relevant federal, state and local law.

4.13. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the City and Developer intend that this MDA grants Developer all rights to develop the Project in fulfillment of this MDA, the City's Vested Laws and the Concept Plan except as specifically provided herein. The Parties intend that the rights granted to Developer under this MDA are contractual and also those rights that exist under statute, common law and at equity. The parties specifically intend that this MDA grant to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann.§10-9a-509.

4.14. **Exceptions.** The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 3 are subject only to the following exceptions:

4.14.1. **Developer Agreement.** City's Future Laws that Developer agrees in writing to the application thereof to the Project;

4.14.2. **State and Federal Compliance.** City's Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

4.14.3. **Codes.** City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APW A Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

4.14.4. **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated; or,

4.14.5. **Fees.** Changes to the amounts of fees (but not changes to the times provided in the City's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

4.14.6. **Planning and Zoning Modification.** Changes by the City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not materially or adversely amend or reduce the Maximum Residential Units, Public Infrastructure or amenities required for the Project, are generally applicable across the entire City to the respective Zones within the Project and do not materially and unreasonably increase the costs of any Development.

4.14.7. **Compelling, Countervailing Interest.** Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. §10-9a-509(1)(a)(ii)(A).

5. **Term of Agreement.** The term of this MDA shall be until June 30, 2028 unless otherwise amended in writing and signed by the parties hereto. This MDA shall also terminate automatically at Buildout.

6. **Processing of Development Applications.**

6.1. **City Denial of a Development Application.** If the City denies a Development Application, the City shall provide a written determination advising the Applicant of the reasons for denial,

including specifying the reasons the City believes that the Development Application is not consistent with this MDA, and/or the City's Vested Laws (or, if applicable, the City's Future Laws).

6.2. **Meet and Confer regarding Development Application Denials.** The City and Applicant shall meet within fifteen (15) business days of any Denial to resolve the issues specified in the Denial of a Development Application.

6.3. **Mediation of Development Application Denials.**

6.3.1. **Issues Subject to Mediation.** Issues resulting from the City's Denial of a Development Application that are not subject to arbitration provided in Section 6.4 shall be mediated.

6.3.2. **Mediation Process.** If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the parties are unable to agree on a single acceptable mediator, they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant and City shall each pay one-half (1/2) of the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

6.4. **Arbitration of Development Application Objections.**

6.4.1. **Issues Subject to Arbitration.** Issues regarding the City's Denial of a Development Application that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration.

6.4.2. **Mediation Required Before Arbitration.** Prior to any arbitration the parties shall first attempt mediation as specified in Section 6.3.

6.4.3. **Arbitration Process.** If the City and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the parties are unable to agree on a single acceptable arbitrator they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant and City shall each pay one-half (1/2) of the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's or Applicant's position was not

only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the City or Applicant, as applicable, to pay the arbitrator's fees and the other party's reasonable attorneys' fees and costs.

7. **Application Under City's Future Laws.** Without waiving any rights granted by this MDA, Developer may at any time, choose to submit a Development Application for some or all of the Project under the City's Future Laws in effect at the time of the Development Application so long as Developer is not in current breach of this Agreement. Any Development Application filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws related to the Development Application. The election by Developer at any time to submit a Development Application under the City's Future Laws shall not be construed to prevent Developer from relying for other Development Applications on the City's Vested Laws and the terms and conditions of this MDA.

8. **Tax Benefits.** The City acknowledges that Developer may seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring portions of the Property to the City or to a charitable organization for Open Space or other public use. Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Developer by reason of the foregoing. The City shall reasonably cooperate with Developer to the maximum extent allowable under law to allow Developer to take advantage of any such tax benefits.

9. **Public Infrastructure.**

9.1. **Construction by Developer.** Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application.

9.2. **Bonding.** If and to the extent required by the City's Vested Laws, unless otherwise provided by Chapter 10-9a of the Utah Code as amended, security for any Public or private Infrastructure is required by the City it shall provide in a form acceptable to the City as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the City's Vested Laws.

9.3. **Utilities**. The City acknowledges that the utility drawings submitted along with the Plat for the Project are, or will be when finally approved by the City's Engineer, acceptable to the City and that the City will allow such connections and service.

10. Default.

10.1. **Notice.** If Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party of such default as provided herein.

10.2. **Contents of the Notice of Default.** The Notice of Default shall:

10.2.1. **Specific Claim.** Specify the claimed event of Default;

10.2.2. **Applicable Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default;

10.2.3. **Materiality.** Identify why the Default is claimed to be material; and

10.2.4. **Optional Cure.** If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be not less than thirty (30) days in duration.

10.3. **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default the parties shall engage in the "Meet and Confer" and "Mediation" processes specified in Sections 6.2 and 6.3. If the claimed Default is subject to Arbitration as provided in Section 6.4, then the parties shall follow such processes.

10.4. **Remedies.** If the parties are not able to resolve the Default by "Meet and Confer" or by Mediation, and if the Default is not subject to Arbitration then the parties may have the following remedies, except as specifically limited in Section 10.8

10.4.1. **Law and Equity.** All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

10.4.2. **Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

10.4.3. **Future Approvals.** The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project.

10.5. **Public Meeting.** Before any remedy in Section 10.4 may be imposed by the City, the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

10.6. **Emergency Defaults.** If the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 10.4 without the requirements of Sections 10.5. The City shall give Notice to Developer of any public meeting at which an emergency default is to be considered and the Developer shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

10.7. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days, then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence. A written agreement extending the cure period shall be evidence of such extension and shall set a new expiration of the cure period.

10.8. **Limitation on Recovery for Default- No Damages.** No party shall be entitled to any claim for any monetary damages as a result of any breach of this MDA and each Party waives any claims thereto. The sole remedy available to Developer or any party shall be that of specific performance.

11. **Notices.** All notices required or permitted under this Development Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Developer:	Ponderosa Capital Partners, LLC 1141 E. 2800 N. Ogden, UT 84414 Attn: Daniel Stephens E-mail: daniel@theblackpinegroup.com
With a Copy for Developer to:	Cheney Law Group 10808 S. River Front Pkwy, Ste 365 South Jordan, UT 84095 Attn: Brian Cheney E-mail: bcheney@cheneylawgroup.com
To the City:	Matthew Jensen, City Manager Shari Phippen, Community Development Director 4150 S. 3900 W. West Haven City, UT 84401 Email: matthewj@westhavencity.com sharip@westhavencity.com
With a Copy for City to:	Amy F. Hugie, JD 9 West Forest St. #208 Brigham City, UT 84302 Email: amyhugie@xmission.com

11.1. **Effectiveness of Notice.** Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

11.1.1. **Hand Delivery.** Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice). If the copy is not mailed on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

11.1.2. **Electronic Delivery.** Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

11.1.3. **Mailing.** On the third day after the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of Section 11.

12. **Estoppel Certificate.** Upon twenty (20) days prior written request by Developer, the City will execute an estoppel certificate to any third party certifying that Developer is, at that time, not in default of the terms of this Agreement.

13. **Headings.** The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

14. **No Third-Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the City, or Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The parties acknowledge that this MDA refers to a private development. Further, the parties agree that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements, at which time all rights and responsibilities (except for warranty bond requirements under City's Vested Laws and as allowed by state law) for the dedicated public improvement shall be the City's.

15. **Assignability.** The rights and responsibilities of Developer under this MDA may be assigned in whole or in part by Developer with the written consent of the City as provided herein.

15.1. **Sale of Lots.** Developer's selling or conveying lots in any approved Subdivision to builders or end users shall not be deemed to be an "assignment" subject to the above-referenced approval by the City.

15.2. **Related Entity.** Developer's transfer of all or any part of the Property to any entity "related" to Developer (as defined by regulations of the Internal Revenue Service in 26 U.S. Code §267(B)), Developer's entry into a joint venture for the development of the Project or Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Developer. Developer shall give the City Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

15.3. **Notice.** Subject to Sections 15.1 and 15.2, Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

15.4. **Time for Objection.** Unless the City objects in writing within twenty (20) business days of notice, the City shall be deemed to have approved of and consented to the assignment.

15.5. **Partial Assignment.** If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

15.6. **Denial.** The City may only withhold its consent to a proposed assignment if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of or Developer proposed to be assigned or there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall be subject to the "Meet and Confer" and "Mediation" processes specified in Sections 6.2 and 6.3. If the refusal is subject to Arbitration as provided in Section 6.4 then the parties shall follow such processes.

15.7. **Assignees Bound by MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment.

16. **No Waiver.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

17. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

18. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor, health pandemics, acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

19. **Time is of the Essence.** Subject to Section 18, time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

20. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this MDA, the City, Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representative for the City shall be the City Manager and the initial representatives for Developer shall be Daniel Stephens and Nate Messerly. The parties may change their designated representatives

by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this MDA and the development of the Project.

21. **Mutual Drafting.** Each party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against either party based on which party drafted any particular portion of this MDA.

22. **Applicable Law.** This MDA is entered into in Weber County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

23. **Venue.** Any action to enforce this MDA shall be brought only in the Second District Court, Weber County Division or the Utah District of the Federal Court.

24. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

25. **Recordation and Running with the Land.** This MDA shall be recorded against the Property in the Official Records of the Weber County Recorder. This MDA shall be deemed to run with the land.

26. **Authority.** The parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this MDA lawfully binding the City pursuant to Resolution No. _____ adopted by the City on _____, _____.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

DEVELOPER:

PONDEROSA CAPITAL PARTNERS, LLC,
a Utah limited liability company

By: _____
Name: Daniel Stephens
Title: Manager



State of Utah)
ss:
County of Weber)

On the 7th day of February 2023, personally appeared before me Daniel Stephens, the [Manager/Authorized Agent] of Ponderosa Capital Partners, LLC, duly sworn, and the signer of the within instrument, who duly acknowledged to me that he executed the same in his authorized capacity.

_____
Notary Public

CITY:

By: _____
Name: Rob Vanderwood
Title: Mayor West Haven City



State of Utah)
ss:
County of Weber)

On the 13th day of February 2023, personally appeared before me Rob Vanderwood, the Mayor of West Haven City, duly sworn, and the signer of the within instrument, who duly acknowledged to me that he executed the same in his authorized capacity.

_____
Notary Public

EXHIBIT C ~~Concept~~ Concept **Plan**



Commented [AH1]: Provide a copy of the Concept Plan where all measurements can be read.

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PARKING SUMMARY

- TOTAL UNITS: 74
- GUEST STALLS REQUIRED : 18.5 (ONE PER FOUR UNITS)
- GUEST STALLS PROVIDED: 19

- EVERY UNIT ALSO HAS A TWO-CAR GARAGE AND A 20'X25' DRIVEWAY CAPABLE OF PARKING TWO VEHICLES FOR A TOTAL OF FOUR PARKING SPACES

AREA SUMMARY
(TOTAL AREA = 4.51-ac)

HARDSCAPE		LANDSCAPE	
buildings	1.40 ac	trail	0.16 ac
driveways	0.85 ac	site sidewalks	0.18 ac
asphalt	1.06 ac	landscaping	0.81 ac
guest parking	0.07 ac		
	3.38 ac		1.15 ac
	75%		25%



civilsolutionsgroup inc.
CACHE VALLEY | P: 435.213.3762
SALT LAKE | P: 801.316.2109
UTAH VALLEY
info@civilsolutionsgroup.com
www.civilsolutionsgroup.com

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WEST HAVEN TOWNHOMES
STEWARD LAND COMPANY

MARK	DATE	DESCRIPTION

PROJECT #: 24-461
DRAWN BY: M. TAYLOR
ISSUED: 6/26/2026

DRAFT

CONCEPT

1 OF 1

P:\2024\24-461 West Haven Townhomes\Civil\AutoCAD\Concept\24-461 Site Plan 7

Final site design and configuration may vary from that depicted, provided the development remains materially and substantially consistent with this Concept Plan and complies with the applicable requirements of the MDA and its amendments.

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Exhibit D – Conceptual Townhome Character





Final townhome designs, materials, colors, and architectural details may vary from those depicted, provided they are substantially similar in overall character and quality and comply with the MDA and its amendments and complies with the West Haven City Code applicable at the time of application.

Exhibit E – Community Amenities (Playground)



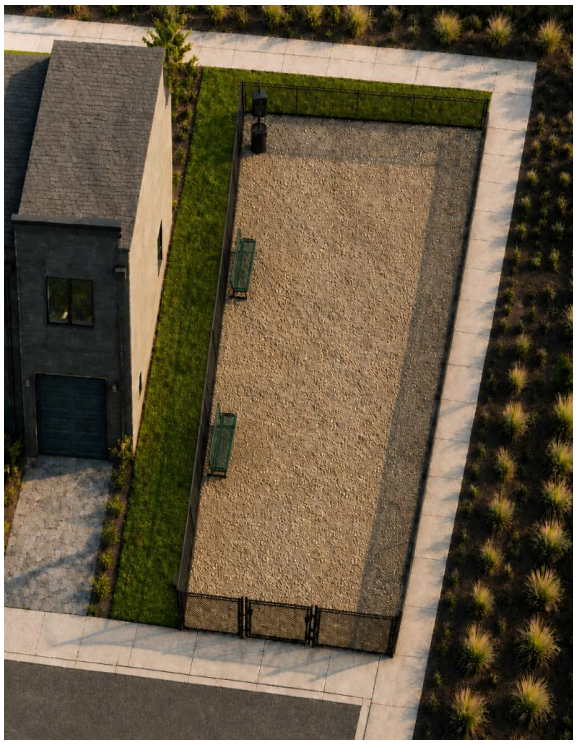




Final equipment, furnishings, and amenity selections may vary from those depicted, provided they are materially and substantially similar in function, character, and quality.

~~Final equipment, furnishings, and amenity selections may vary from those depicted, provided they are materially and substantially similar in function, character, and quality.~~

Exhibit F – Dog Park Concept







Final dog park design, equipment, landscaping, and configuration may vary from those depicted, provided the completed dog park is materially and substantially similar in size as depicted in this 2nd Amendment, function, character, and quality.

Planning Commission
Staff Review Memo

October 28, 2026

Stephen Nelson, Community Development Director

R-3 ZONING STANDARD UPDATE

Proposal:	Discussion of Patio Home Zone Standards
Ordinance Section:	**§ 157.080-086 R-3 Zone**
Applicant:	The West Haven City Development Review Committee and City Attorney
Decision Type:	Legislative
Staff Recommendation:	Discussion

I. BACKGROUND

West Haven City Code has several zones that offer a variety of housing, commercial, agricultural, and other uses. One of the many zones within the City is the R-3 Zone, with the stated purpose:

> ***§ 157.080 PURPOSE AND INTENT.***
> *(A) (1) The purpose of the R-3 Zone is to provide residential areas that will accommodate the development of a variety of dwelling types, from single-family through multiple-family units, with their associated necessary public services and activities.*
> *(2) It is also to provide an orderly transition from less intensive, lower-density uses to more intensive, higher-density uses.*

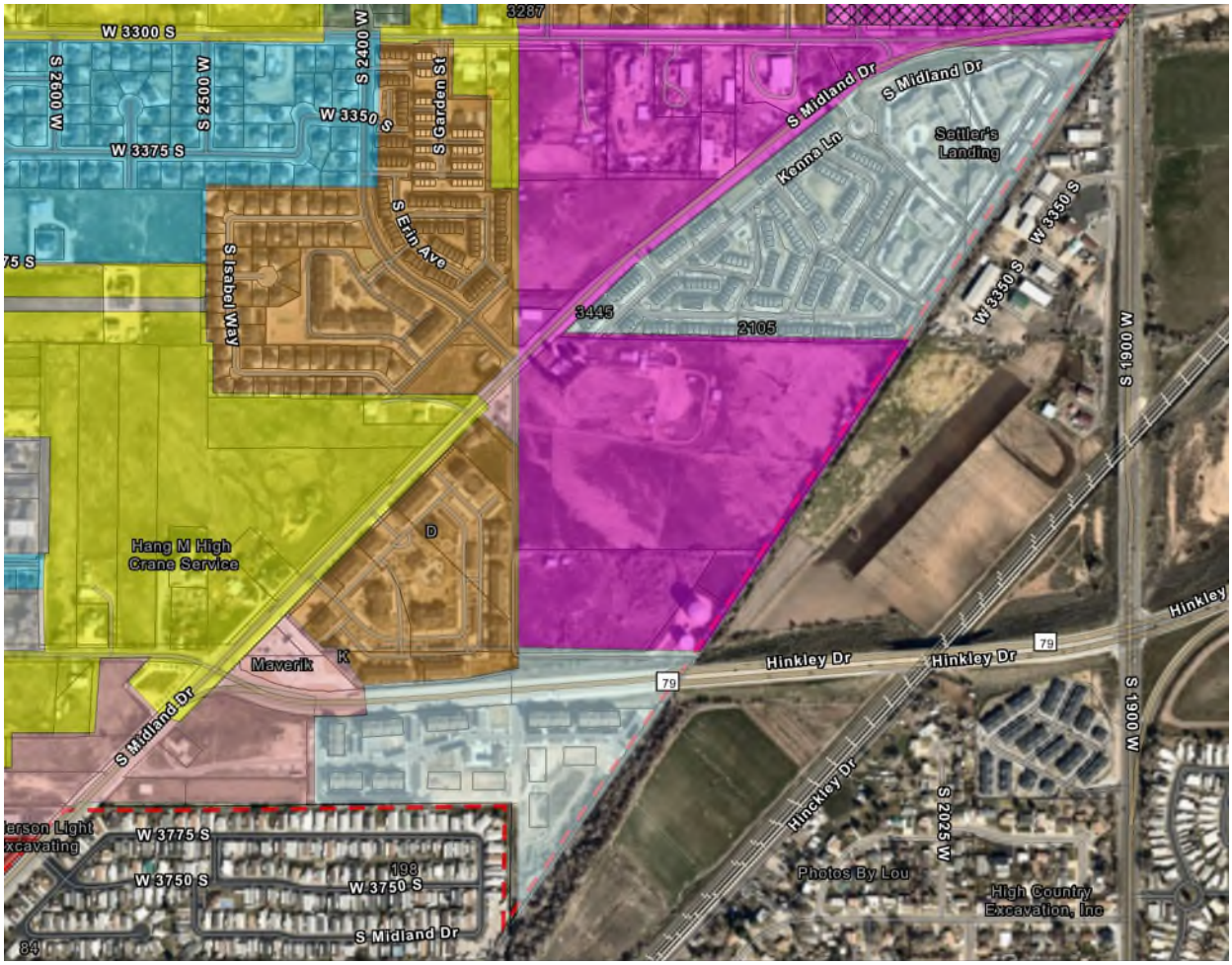
The R-3 Zone has served as the City's multi-family zone, though it has been implemented only to a limited extent. The zone allows for multiple housing options. There are currently two locations zoned R-3 within the City: one on the east side of Midland Drive, south of Hinckley, and the other east of Midland near 3300 S (shown in Image 1). Most of the multi-family development in the City has been developed within the Mixed-Use Zone.

Staff is considering a couple of major changes to this zone and wants to discuss them with the Planning Commission. Since the last review of the proposal, staff asked Landmark Design for their review and redlines, which have been incorporated into the document.

Break the R-3 Zone into multiple zones.
One of the peculiar elements of the R-3 zone is that it supports different densities depending on the location, as designated on the General Plan Map (see attached General Plan Map). General Plan maps are typically guiding documents and are not used for administrative zoning enforcement. Staff would recommend that the City move away from using the General Plan map for this function and utilize it as an advisory document, and plans to propose making this change with the anticipated General Plan update later this year. As such, this section will need to change so that the current zones match. This also limits the City's ability to make decisions about location and densities that it may find appropriate for certain parcels without a full General Plan Map amendment.

> ***§ 157.083 SITE DEVELOPMENT STANDARDS.***
> *(B) Residential density for R-3 Zones shall comply with the density designations on the "General Plan Map".*

Image 1- R-3 Areas within West Haven in Light Blue/Grey



Staff would propose breaking it into multiple zones, including Residential Multi-Family (RM) 5, RM-10, RM-12, and RM-24, with the number indicating the number of units allowed per acre, similar to the other West Haven residential zones (R-1, R-2, R-2.5, and R-4). These densities would match the current General Plan Map destinations. Planning and Community Development staff have also considered using the RM-5 zone to replace the attached housing standards currently proposed for removal from the Patio Home Zone. Staff would plan to keep these new zones in the same section of code, similar to how the Commercial Zones are organized.

Image 2-Wingspan Apartments within the R-3 Zone



NEW Proposed Standard

§ 157.082 SITE DEVELOPMENT STANDARDS.

(A) Below are the standards for site development within the city.

(B) Maximum Building Height and Minimum Setback Standards for all developments within RM-5, RM-8, RM-12, and RM-24 Zones.

	RM-5	RM-8	RM-12	RM-24
Density Per-Gross Acre	5 Units	8 Units	12 Units	24 Units
Minimum Lot Size for Single Family on an Individual Lot	5,000 sq. ft.	4,000 sq. ft.	3,500 sq. ft.	3,500 sq. ft
Twin Home Minimum Lot Size	8,000 sq. ft.	8,000 sq. ft.	6,000 sq. ft.	6,000 sq. ft.
Maximum Building Height	35’	35’	35’	65’
Minimum Front Setback	15’	15’	15’	15’
Minimum Setback for Garage	20’	20’	20’	20’
Minimum Side Setback	5’	5’	5’	5’
Minimum Side Street Setbacks	15’	15’	15’	15’
Minimum Building Separation	10’	10’	10’	15’
Minimum Side Rear Setback	15’	15’	15’	15’
Minimum Setback from Development Boundary	20’	20’	20’	20’
Minimum Building Setback from A-1, A-2, and R-1 Zone Boundaries	30’	30’	30’	30’
Minimum setback for buildings taller than 35’ from A-1, A-2, R-1 and R-2, Zones	-	-	-	50’

Non-Residential Front Setbacks	15’	15’	15’	15’
Non-Residential Rear Setbacks	10’	10’	10’	10’
Non-Residential Side Setbacks	10’	10’	10’	10’
Non-Residential Side Street Setbacks	15’	15’	15’	15’

Increasing Standards and Requirements

Currently, the R-3 zones have detailed setback and height requirements; however, other standards, such as open space, amenities, accessibility, and layout, are not governed by any additional standards except for those within the Design Review process. While allowing applicants and developers flexibility in the design of developments can have advantages, it may also lead to developments that lack adequate infrastructure or open space to support them. Staff would like to propose some additional standards for multi-family developments and incorporate them into the zone.

Proposed Standard

Design Standards. Open Space and Amenities would now be required. Generally, it would require that at least 20% of the project be open or with amities. Staff added a table for number of required amenities based on the number of units. There are also standards for what those amenities would need to be.

New

(A) Amenities

a. Open and common space must contain amenities as set forth below:

Number of Units	*Number of required amenities*
0-15	*0*
16-50	*1*
51-100	*3*
101-200	*4*
201-300	*5*

Unit Orientation and Connection. There are several standards added to provide a better connection with the development in the community. Some of these standards focus on unit orientation and the restriction of walls and fences in key areas. It mostly does this that units need to be oriented toward public roadways and the removal of privacy fencing along the boundary with public roadways. The photos below compare why this factor can be important.

Better integration of these communities with the rest of the City can affect the long-term value of these developments and integration of the residents with the City as a whole.

Image 3-Development Examples of Building Orientation







Access. Another way to ensure integration is to provide adequate access for vehicles and pedestrians. The proposed code requires that an application provide a pedestrian plan, require walking paths throughout the development, and require proper roadways and connectivity. Staff is still working on this section to some extent and anticipates further updates.

At the request of the City Council, staff is doing research about the creating new access standards for any development of 30 units or more.

Commercial. Unlike our mixed-use zone, which requires it, staff proposes to allow commercial uses as an option and could even count commercial space as an amenity for the development. Some of these developments like to include restaurants or commercial clubhouses. The photo below is a development in Hurricane Ut, which has townhomes, with a couple of restaurants circled in red.

Image 4-Small Mixed Use Development



Live-work units. Do we want to allow live-work units within these developments? These type of units normally provide office space on the main floor and housing above. This can be a good

option for professionals operating a small business. Below is a photo of live-work units in North Logan.

Image 5-Live-Work Units



Image 6-Public and Private Roadways



Image 7- Street View Public and Private Roadways



Roads. The role of private roads and drives. Private roads are very common in multi-family developments. However, many cities and planners recommend reducing private streets and increasing public streets in these areas. One of the reasons for private roads is that they enable cheaper infrastructure, allow the HOA or development to better control access, and allow the cross-section to be adapted to the development's needs. However, these private roads put a higher burden on future residents and their fees and may serve as barriers to better integration of developments with the rest of the community. The draft currently allows for a hybrid, with some limitations on private roads. Staff has proposed that multi-family developments need to meet the block standards, and private roads can be used to access the interior of these blocks. In Image 6, you can see a townhome and single-family development. The main roads are public roadways, while the middle internal access road (350 W) is private. You can also see a trail that cuts through midblock in the development.

Staff has also added section defining block length and revising subdivision and site plan code to limit the number of access points to 30 residential units on a single access point.

Timing

Because the R-3 zone standards rely on the General Plan Map, which is currently being updated, staff believes there may be a need to address these issues now. There have also been indications that the City's past choice of using the Mixed-Use Zone as the preferred multi-family development tool has waned. Adjusting the R-3 zone would provide the City with additional options as it rolls out the new General Plan.

II. **RECOMMENDED ACTION**

Staff is seeking feedback and direction on the proposal. No action can be taken on this item until a public hearing is held and the draft is presented.

CHAPTER 156: SUBDIVISION REGULATIONS

§ 156.003 DEFINITIONS.

Access Point (Vehicular): A public or dedicated private street connection providing two-way ingress and egress between a subdivision or development and the surrounding municipal or state street network. Cul-de-sacs and stub streets do not qualify as vehicular access points.

§ 156.055 RELATED TO ADJOINING STREET SYSTEMS.

(A) The arrangement of streets in new subdivisions shall make provision for the continuation of the existing streets in adjoining areas (or their proper protection where adjoining land is not subdivided) insofar as such may be deemed necessary by the Planning Commission for public requirements. The street arrangement must be such so as to cause no unnecessary hardship to owners of adjoining property when they plat their own land and seek to provide for convenient access to it. Interior and connecting streets shall conform to the Block Standards within this title.

(B) Minor streets shall approach the major or collector streets at an angle of not less than 80 degrees.

(C) *Secondary access.* Developments ~~of one- or two-family dwellings~~ where the number of residential dwelling units exceeds 30 shall be provided with two separate and approved vehicular access points~~roads~~. All developments shall comply with West Haven and Weber Fire District Access standards.

(1) Maintenance Plan for Private Access Points. For any vehicle access points on private drives or temporary access points, the developer shall record Covenants, Conditions, and Restrictions designating the Homeowners Association or property management firm as the entity responsible for snow removal and ongoing maintenance. These access points shall be maintained to City and Fire standards.

(Ord. 3-92 passed 1-15-1992; Ord. 10-2025, passed 9-17-2025)

(Ord. 3-92 passed 1-15-1992; Ord. 10-2025, passed 9-17-2025)

§ 157.004 DEFINITIONS.

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Access Point (Vehicular): A public or dedicated private street connection providing two-way ingress and egress between a subdivision or development and the surrounding municipal or state street network. Cul-de-sacs, stub streets, and emergency-only access gates do not qualify as primary vehicular access points unless specifically approved by the City Engineer and Fire Marshal.

BLOCK. The land surrounded by streets and other rights-of-way other than an alley, or land which is designated as a *BLOCK* on any recorded subdivision plat.

BLOCK LENGTH. The distance along any given road frontage between two intersections or intercepting street rights-of-way. Intercepting streets that connect into a cul-de-sac or otherwise only connect back to the same intercepting street shall not be considered the termination point of a block length.

DWELLING. Any building, or portion thereof, which is designed for use for residential purposes, except hotels, apartment hotels, boarding houses, lodging houses, tourist courts, and apartment courts.

~~***DWELLING, FOUR-FAMILY.*** A building arranged or designed to be occupied by four families, the structure having only four dwelling units.~~

DWELLING, GROUP. A residential development consisting of two (2) or more independent main buildings located on a single lot or parcel under unified ownership, which are arranged around a common court, yard, or shared open space. For land-use and setback purposes, the entire development is regulated as a single unit, with building separation dictated by structure height.

~~Two or more dwellings arranged around a court.~~

DWELLING, MULTIPLE-FAMILY (OR MULTI-FAMILY). A single building, or a portion thereof, containing **three (3) or more** independent dwelling units designed for or occupied by families living independently of each other. This includes apartments, residential condominiums, stacked flats, and tenement houses. It does not include hotels or boarding houses

~~***DWELLING, MULTIPLE-FAMILY.*** A building or portion thereof used and/or arranged or designed to be occupied by more than four families, including apartment houses and apartment hotels, but not including tourist courts~~.

DWELLING, SINGLE-FAMILY. A building arranged or designed to be occupied exclusively by one family, which is entirely surrounded by yard or open space on the same lot and shares no common party walls with another dwelling.~~A building arranged or designed to be occupied exclusively by one family, the structure having only one dwelling unit.~~

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~~***DWELLING, THREE-FAMILY.*** A building arranged or designed to be occupied by three families, the structure having only three dwelling units.~~

DWELLING, TWO-FAMILY (DUPLEX)*: A single building arranged, designed for, and occupied exclusively by two families living independently of each other, containing exactly two dwelling units located on a single platted lot or parcel under unified ownership. The units may be arranged side-by-side sharing a common wall, or vertically stacked sharing a common floor/ceiling. A Dwelling, Single-family with an accessory dwelling unit is not considered a Two-family dwelling for this definition.*

DWELLING, TWO-FAMILY (TWIN HOME): *A residential structure containing exactly two (2) attached dwelling units designed for independent single-family occupancy, where each individual unit sits on its own individual platted lot and is separated from the adjoining unit by a vertical, fire-rated common party wall extending from the foundation to the roof.*

~~***DWELLING, TWO-FAMILY.*** A building arranged or designed to be occupied by two families, the structure having only two dwelling units.~~

DWELLING, TOWNHOME: A dwelling unit constructed in a group of three or more attached units in which each unit extends from foundation to roof and with a yard or public way on at least two sides.

DWELLING, UNIT. A single unit providing complete, independent living facilities for one family, including permanent provisions for living, sleeping, eating, cooking, and sanitation. A dwelling unit shall contain no more than one kitchen or set of fixed cooking facilities, and must have direct access to the outdoors or to a common hallway. ~~One or more rooms in a dwelling, apartment hotel, or apartment motel designed for or occupied by one family for living or sleeping purposes, and having one, but not more than one, kitchen or set of fixed cooking facilities, other than hot plates or other portable cooking units.~~

LIVE-WORK UNIT. A single property that combines a residential living space and a commercial or professional workspace into one integrated area. The individual who operates the business must maintain the residential portion of the unit as their primary residence, and the unit shall not be subdivided or leased separately.

MIXED-USE BUILDING: A single building containing a combination of two or more distinct land use categories (such as residential, retail, service commercial, office, civic, or institutional) that are functionally integrated.

OPEN SPACE, COMMON LANDSCAPED. An area of land within a development site that is unencumbered by primary buildings, structures, private lots, or vehicular pavement, and is

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permanently set aside, landscaped, and maintained for recreational use, visual relief, or environmental preservation.

RM-5; RM-8; RM-12; RM-243 ZONES

§ 157.080 PURPOSE AND INTENT.

(A) (1) The purpose of the R-3 Zone is to provide residential areas that will accommodate the development of a variety of dwelling types, from single-family through multiple-family units, with their associated necessary public services and activities.

(2) It is also to provide an orderly transition from less intensive, lower-density uses to commercial or other non-residential usesmore intensive, higher-density uses.~~It is also to provide an orderly transition from less intensive, lower-density uses to more intensive, higher-density uses~~.

(Prior Code, § 10.02.010)

~~(B) For the purpose of application of the requirements of the R-3 Zone, one acre is 43,560 square feet.~~

(Prior Code, § 10.02.060)

(Ord. 2-92, passed - -1992; Ord. 4-97, passed 9-3-1997; Ord. 38-2019, passed 11-20-2019)

§ 157.081 ~~PERMITTED~~ USES.

(A) *Abbreviations.* In the following list of possible uses, those designated in any zone as:

(1) "P" will be a permitted use;

(2) "C" will be allowed only when authorized by a conditional use permit obtained in §§ 157.515 through 157.529; and

(3) "N" will not be allowed in that zone.

(B) *Uses permitted.* Uses within Residential Multi-family Zones are as follows:

Use	RM-5	RM-8	RM-12	RM-24
Agriculture	P	P	P	P

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Accessory buildings and uses customarily incidental to any permitted use	P	P	P	P
Assisted living	C	C	C	C
C-1 Permitted Uses* (see paragraph E below)	P	P	P	P
Churches, synagogues, or similar permanent buildings used for regular religious worship	P	P	P	P
Dwelling, Group	P	P	P	P
Dwelling, Multiple Family	P	P	P	P
Dwelling, Two-Family Duplex	P	P	P	P
Dwellings, Single Family	P	P	P	P
Dwellings, Townhome	P	P	P	P
Dwellings, Two-Family (Twin homes)	P	P	P	P
Educational institution	P	P	P	P
Group dwellings with 24 or less dwelling units, in accordance with § 157.613	P	P	P	P
Group dwellings with 25 or more dwelling units, in accordance with § 157.613	C	C	C	C
Home occupations with visiting clientele	C	C	C	C
Home occupations, with no visiting clientele	P	P	P	P
Household pets	P	P	P	P
Libraries or museums, public or nonprofit;	P	P	P	P
Live-work units (see paragraph D below)	P	P	P	P
Mixed Use Buildings	P	P	P	P
Nursing homes	C	C	C	C
Parking lot accessories to uses permitted in this zone	P	P	P	P
Private parks, playgrounds, or recreation areas, but not including privately-owned commercial amusement businesses	P	P	P	P
Public buildings, public parks, recreation grounds, and associated buildings	P	P	P	P
Public utility substations	P	P	P	P
Residential facilities for handicapped persons meeting the requirements of §§ 157.950 through 157.955	P	P	P	P
Residential facility for elderly persons meeting the requirements of §§ 157.950 through 157.955	P	P	P	P

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Temporary buildings for uses incidental to construction work. Such building shall be removed upon the completion or abandonment of the construction work	P	P	P	P

(C) Any use not specifically permitted or conditional is strictly prohibited.

(D) Commercial Uses:

1. Commercial Uses permitted within the C-1 Zone are allowed within RM zones, but may only occupy 25% of gross development area.

2. Any commercial structure and site must comply with the West Haven Design Review, site plan, parking, and other standards.

3. Parking for commercial uses shall not overlap with residential parking requirements, except as allowed by West Haven Parking standards.

4. Mixed-use buildings are allowed, but shall be approved through a site plan approval process.

(E) Live-work Units:

1. Live-work units shall not occupy more than 25% of the number of units and each shall count as a single unit toward the total number of units allowed.

2. Parking. Live-work units shall provide one additional parking space for each unit to accommodate customer, employee, or visitor parking.

3. Live-work units shall comply with commercial design standards.

4. The individual who operates the business must maintain the residential portion of the unit as their primary residence, and the unit shall not be subdivided or leased separately.

~~(A) Accessory buildings and uses customarily incidental to any permitted use;~~

~~(B) Agriculture;~~

~~(C) Churches, synagogues, or similar permanent buildings used for regular religious worship;~~

~~(D) Educational institution;~~

~~(E) Group dwellings with 24 or less dwelling units, in accordance with § 157.613;~~

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~~(F) Home occupations, with no visiting clientele;~~

~~(G) Household pets;~~

~~(H) Libraries or museums, public or nonprofit;~~

~~(I) Multiple-family dwellings;~~

~~(J) Parking lot accessories to uses permitted in this zone;~~

~~(K) Public buildings, public parks, recreation grounds, and associated buildings.~~

~~(L) Residential facilities for handicapped persons meeting the requirements of §§ 157.950 through 157.955;~~

~~(M) Residential facility for elderly persons meeting the requirements of §§ 157.950 through 157.955;~~

~~(N) Single-family dwellings;~~

~~(O) Temporary buildings for uses incidental to construction work. Such building shall be removed upon the completion or abandonment of the construction work; and~~

~~(P) Twin homes.~~

(Prior Code, § 10.02.020) (Ord. 2-92, passed - -1992; Ord. 4-97, passed 9-3-1997; Ord. 38-2019, passed 11-20-2019)

~~**§ 157.082 CONDITIONAL USES.**~~

~~The following uses shall be permitted only when authorized by a conditional use permit as provided in §§ 157.515 through 157.529:~~

~~(A) Group dwellings with 25 or more dwelling units, in accordance with § 157.613;~~

~~(B) Home occupations with visiting clientele;~~

~~(C) Assisted living;~~

~~(D) Nursing homes;~~

~~(E) Private parks, playgrounds, or recreation areas, but not including privately-owned commercial amusement businesses; and~~

~~(F) Public utility substations.~~

~~(Prior Code, § 10.02.030) (Ord. 2-92, passed - -1992; Ord. 4-97, passed 9-3-1997; Ord. 38-2019, passed 11-20-2019)~~

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§ 157.0823 SITE DEVELOPMENT STANDARDS.

(A) ~~(A)~~ Below are the standards for site development within the city.

(B) Maximum Building Height and Minimum Setback Standards for all developments within RM-5, RM-8, RM-12, and RM-24 Zones.

	RM-5	RM-8	RM-12	RM-24
Density Per-Gross Acre	5 Units	8 Units	12 Units	24 Units
Minimum Lot Size for Single Family on an Individual Lot	5,000 sq. ft.	4,000 sq. ft.	3,500 sq. ft.	3,500 sq. ft
Twin Home Minimum Lot Size	8,000 sq. ft.	8,000 sq. ft.	6,000 sq. ft.	6,000 sq. ft.
Maximum Building Height	35’	35’	35’	60’
Minimum Front Setback	15’	15’	15’	15’
Minimum Setback for Garage	20’	20’	20’	20’
Minimum Side Setback	5’	5’	5’	5’
Minimum Side Street Setbacks	15’	15’	15’	15’
Minimum Building Separation	10’	10’	10’	15’
Minimum Side Rear Setback	15’	15’	15’	15’
Minimum Setback from Development Boundary	20’	20’	20’	20’
Minimum Building Setback from A-1, A-2,	30’	30’	30’	30’

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and R-1 Zone Boundaries				
Minimum setback for buildings taller than 35' from A-1, A-2, R-1 and R-2, Zones	-	-	-	50'
Non-Residential Front Setbacks	15'	15'	15'	15'
Non-Residential Rear Setbacks	10'	10'	10'	10'
Non-Residential Side Setbacks	10'	10'	10'	10'
Non-Residential Side Street Setbacks	15'	15'	15'	15'

~~Building Type~~	~~Minimum Lot Size~~	~~Minimum Lot Width~~	~~Minimum Front Setback~~	~~Minimum Side Setback~~	~~Minimum Rear Setback~~	~~Additional Setback Requirements~~	~~Maximum Height~~
~~Accessory building~~			~~Must be behind the plane of the rear of the main building~~	~~5 ft.~~	~~5 ft.~~	~~May not be located closer than 10 ft. to an existing dwelling on an adjacent lot~~	
~~See West Haven Zoning Code § 157.605 for regulations on accessory structures.~~							
~~Multiple-family (over 2 units) less than~~			~~20 ft. to garage; 15 ft. to~~	~~5 ft.~~	~~15 ft.~~	~~No multiple-family (over 2 units) dwelling in~~	~~35 ft. to an existing R-2.5 or~~

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35.1 ft. in height (townhomes)			dwelling.			this category may be built with a setback less than 30 ft. off of the property line to an existing A-1, A-2, R-1, or R-2 lot; or less than 20 ft.	R-4 lot or to any existing Mixed Use lot with a single-family home
Multiple-family (over 2 units) more than 35 ft. in height						No multiple-family (over 2 units) dwelling in this category may be built with a setback less than 50 ft. off of the property line to an existing A-1, A-2, R-1, or R-2 lot; or less than 30 ft. to an existing R-2.5 or R-4 lot or to any existing mixed use lot with a single-family home. No less than 25	60 ft. for areas designated as 24 units per acre; 35 ft. for all areas less than 24 units per acre

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						ft. off of the property line where building is against a public road	
Non-residential main building	8,000 ft.	60 ft.	20 ft.	8 ft.	30 ft.	No non-residential main building over 35 ft. in height may be built with setbacks less than 40 ft. off of the property line to an existing A-1, A-2, R-1, or R-2 lot; or less than 25 ft. to an existing R-2.5 or R-4 lot or to any existing mixed use lot with a single-family home.	45 ft.
Single-family and twin home	5,000 sq. ft. (single-family); 8,000 sq. ft.	60 sq. ft. 70 ft. to house	20 ft. to garage; 15 ft. to house	5 ft.	15 ft.		35 ft.

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	~~(twin home)~~						

~~(B) Residential density for R-3 Zones shall comply with the density designations on the "General Plan Map".~~

(Prior Code, § 10.02.040) (Ord. 2-92, passed - -1992; Ord. 4-97, passed 9-3-1997; Ord. 38-2019, passed 11-20-2019; Ord. 18-2022, passed 9-7-2022; Ord. 15-24, passed 5-15-2024)

§ 157.084 Design Standards

(A) Site Plans. All developments shall submit site plans in accordance with the Site Design process as contained within this title.

(B) Open Space. Open spaces and amenities shall be at least twenty percent (20%) of the total gross area of the development.

1. Landscape buffering shall be a minimum of ten (10) feet wide along all development boundaries and shall contain a total of one (1) tree and three (3) shrubs for every fifty (50) linear feet of the buffering area.
2. Except for natural features such as hillsides, natural landscapes, washes, and other natural open spaces, all areas that are unencumbered by buildings, structures, or paved improvements shall be landscaped and treated in a manner to control dust and weeds. This may include additional landscape treatments, rock mulch, or the planting of native vegetation.
3. For townhome developments where at least seventy-five percent (75%) of the units feature private, contiguous rear yards extending more than fifteen (15) feet from the rear of the primary structure, the minimum percentage of total land space required for common open landscaped space may be reduced to fifteen percent (15%).
4. For two-family dwelling (twin homes or duplexes) developments where both units feature private, contiguous rear yards extending more than fifteen (15) feet from the rear of the primary structure, the minimum percentage of total land space required for common open landscaped space may be reduced to ten percent (10%).
5. The Planning Commission, at its discretion, may lower the total open landscaped space or amenity requirements by up to five percent (5%) for a development under fifty (50) units if the development is located within a one-quarter (1/4) mile pedestrian walking distance of an established City park.

(C) Amenities

1. Open and common space must contain amenities as set forth below:

Number of Units	Number of required amenities
0-15	0
16-50	1
51-100	3

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2. Developments exceeding three hundred (300) units shall add one (1) additional amenity for every fifty (50) units over the 300-unit baseline.
1.3. All amenities shall be built to commercial construction standards. Permitted amenities include, but are not limited to:
   a. swimming pools of at least 1,500 square feet,
   b. health or fitness facilities,
   c. playgrounds,
   d. community gardens,
   e. trail systems (meeting the minimum 10-foot width requirements of § 157.085),
   f. dog parks,
   g. sport courts, such as for pickleball, basketball, tennis, etc., and
   h. clubhouses of at least 1000 square feet.
4. If multiple amenities are required, the types of amenities shall vary to provide diverse recreational options. Duplication of amenity types shall be avoided unless expressly approved by the Planning Commission due to project scale.
5. Open space and amenities shall be centrally located within the development or otherwise safely and easily accessed by all residents. All amenities and open spaces shall be connected to units via walking trails or sidewalks. Each residential unit within a development shall be located within a one-quarter (1/4) mile pedestrian walk of at least one required amenity. Where applicable, multiple amenities shall be distributed geographically throughout the property to ensure equitable access.
6. Amenities and common open spaces shall either be maintained permanently by a common homeowners' association (HOA) or ownership group, or deeded to the City if the City Council formally agrees to accept dedication and maintenance ownership.
7. Amenity plans shall be submitted concurrently with preliminary site plans and shall be reviewed by the Planning Commission. The Commission shall approve or deny the amenity plan based on whether the number, nature, functional quality, and size of the proposed amenities satisfy the requirements and intent of this chapter.
8. Developments may be phased. Public and owners' association-owned amenities shall be fully developed, operational, and inspected in conjunction with each phase of the subdivision. The percentage of total required amenities completed and operational must meet or exceed the percentage of total residential units receiving building permits within that phase (e.g., if Phase 1 includes 25% of the project's total units, at least 25% of the total required structural amenities must be completed and functional prior to the issuance of the phase's final certificates of occupancy).

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9. All amenities designed and designated to be transferred to City ownership and maintenance must meet the West Haven City Design Standards. The City Engineer and Public Works Department must review and approve any improvements that will be owned and maintained by the City as part of the construction drawing review process.

(C) Walls, Fences, and buffering.

1. Development boundary walls and fences shall not exceed 48 inches in height except in the following circumstances
   a. Border walls along a single-family development
   b. Border walls along an industrial development
   c. Border walls along the rear of a commercial development with a loading dock or other utilitarian area needing screening

2. All walls, fencing, and buffering landscape shall comply with **AASHTO** sight triangle standards at all intersections and driveways to ensure vehicular visibility.

(D) Unit Orientation

1. Residential units located immediately adjacent to a bordering public right-of-way shall be designed with the primary architectural front entrance facing the public street.
2. Single Family, Twin Home, Duplexes, and Townhome developments may have a unit orientation facing internally to a development along the boundary of a Utah highway or state route.

§ 157.084 Pedestrian Circulation

(A) **Pedestrian Network.** A continuous network of convenient, safe, and raised or distinctively textured pedestrian paths shall connect all residential buildings, parking areas, amenities, and common spaces within the project. The network shall also extend to connect the project to adjacent properties, public sidewalks, and transit facilities where feasible.

(B) **Circulation Safety.** The location and number of vehicular access points to a site, the interior driving circulation pattern, and the physical separation between pedestrians and vehicles shall be designed to maximize safety and convenience, minimizing conflicts between cars and pedestrians.

(C) **Trail and Walkway Widths.** Master planned trails shall be a minimum of twelve (12) feet wide. Primary trail systems that connect different developments or public assets shall be a minimum of ten (10) feet wide. Internal sidewalks and walkways shall be a minimum of five (5) feet wide. Primitive, unpaved trails are permitted only within designated natural,

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undisturbed open spaces. All trails and pedestrian paths shall comply with City pedestrian connectivity standards.

1. For a trail system to count as a required amenity under § 157.084, it shall be paved (concrete or asphalt), a minimum of **ten (10) feet** wide, and traverse the development substantially from one exterior boundary to the opposite boundary. Amenity trail systems shall connect directly to master planned trails, parks, schools, commercial areas, adjacent developments, or other natural trail systems where applicable. Trail connectivity must be physically coordinated with stub-connections at adjacent property lines.
2. **Circulation Plan Requirements.** A detailed pedestrian circulation plan shall be submitted with the preliminary site plan application. The plan shall illustrate:
    a. Location and surfacing material of all walkways;
    b. Exact width of all walkways and trails;
    c. Physical connection points to adjacent properties and rights-of-way;
    d. Location of active transportation master plan trails within one-quarter (1/4) mile of the property, and the internal pathway connections leading to those trails;
    e. Direct pathways connecting residential structures directly to common amenities; and
    f. Street crossings and crosswalks, which shall be clearly marked with high-visibility continental striping or raised/textured pavement.
3. **Block Length Mid-Block Access.**
    a. Blocks longer than six hundred sixty (660) feet shall provide a dedicated public pedestrian access easement at a minimum of six hundred sixty-foot (660') intervals. This easement shall feature a minimum 5-foot-wide paved sidewalk linking the block to the nearest adjacent public or private street, cul-de-sac, park, school, or City trail, unless expressly prohibited by conflicts with previously developed, locked subdivisions.
    b. Developer shall comply with West Haven block standards with public roadways.
4. **Bicycle Storage.** Covered and secure bicycle storage shall be provided in all multi-family developments (excluding detached single-family and duplex structures) at a rate of one (1) bicycle space per every two (2) residential units. This requirement may be satisfied through private storage areas (such as attached garages or private interior storage rooms) or via common public facilities (such as enclosed bike lockers or covered, weather-protected bicycle

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parking pavilions). Common bicycle storage shall be located within close, convenient proximity to main building entrances.

§ 157.085 Roadway and Connectivity

(A) Driveways and garages.

a. When a private residential driveway is provided, it shall maintain a minimum clearance length of twenty (20) feet measured from the back of the sidewalk (or back of curb if no sidewalk is present) to the garage door. It shall be designed so that parked vehicles do not overhang, obstruct, or impede vehicular traffic flow or the public's ability to safely utilize the sidewalk.

b. Individual residential garages and private driveways shall not be permitted to have direct driveway backing access onto an exterior collector or arterial right-of-way bordering the development's outer boundary.

(B) **Fire Access.** All developments shall comply fully with the current vehicle access, turning radius, and staging standards enforced by West Haven City and the Weber Fire District.

~~(A)~~

(C) Roads and Rights-of-way:

a. Developer shall dedicate and construct all master plan roadways within and adjacent to the development.

b. Private roadways are permitted within RM zones, subject to West Haven private roadway construction standards and the pedestrian accessibility requirements of this chapter.

c. Blocks. Block widths shall be a maximum of 1000 feet within an RM zone, and a minimum width of 300 ft.

d. Private roadways, alleys, and driving aisles shall only be utilized to provide direct local access to a limited cluster of units within a block, and shall not be designed or utilized as major through-travel corridors or master-planned connectors within the city.

e. A dedicated public roadway system shall be required where necessary to preserve macro-level traffic connectivity between separate parcels, neighborhoods, and developments.

f. Guest Parking. Required guest parking spaces shall be independent, uniquely marked stalls. Guest parking credits shall not be satisfied by tandem parking spaces located within private driveways or inside private residential garages.

§ 157.084 SIGN REGULATIONS.

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The height, size, and location of signs shall be in accordance with the regulations of §§ 157.755 through 157.761.

(Prior Code, § 10.02.050) (Ord. 2-92, passed - -1992; Ord. 4-97, passed 9-3-1997; Ord. 38-2019, passed 11-20-2019)

§ 157.085 REGULATIONS FOR TEMPORARY STORAGE UNITS, CONTAINERS, AND STRUCTURES.

(A) Temporary storage units, containers, or structures will not be allowed in this Zone except for temporary new construction sites with a valid current building permit issued by the city. Temporary storage units, containers, or structures must be removed within 30 days of completion or abandonment of construction or permit expiration, whichever comes first.

(B) Temporary storage units, containers, or structures may be used for moving and are allowed on a hard surface in a Residential Zone for up to 14 days for the outgoing resident and an additional 14 days for the incoming resident.

(C) Temporary storage units, containers, or structures may be used for remodeling projects in established neighborhoods for a period of up to 120 days if placed in the driveway of a residence and up to six months if placed behind a home, solid fence, outbuilding, or other obstruction as to obscure the view of the unit, container, or structure from the road. A valid current building permit is required.

(D) Permanent use of these temporary storage units, containers, or structures shall not be allowed in any Residential or Agricultural Zone on lots of less than one acre. One storage unit may be allowed per acre with a land use permit, which shall include a site plan and any required building permits. A temporary storage unit, container, or structure shall be placed on a hard surface such as gravel, road base, concrete, or asphalt. Note, the maximum number of temporary storage units, containers, or structures is one unit per two acres, then one per additional acre with a conditional use permit. The storage container must be placed behind a home, solid fence, outbuilding, or other obstruction as to obscure the view of the unit, container, or structure from the road.

(E) The city has no obligation or responsibility to research and enforce an applicant's property's existing private covenants, conditions, or restrictions prohibiting the use of temporary, or permanent use of, storage units, containers, or structures. It is the exclusive responsibility of a property owner to research and have full knowledge and understanding of those private covenants, conditions, or restrictions that run with, and are attached to, his or her property. By submitting an application to the city for a permanent or temporary storage unit, container, or structure, the applicant is certifying that he or she has full knowledge and understanding of those private covenants, conditions, or restrictions that run with their property and have a full

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understanding of whether those items prohibit the use of temporary or permanent storage units, containers, or structures.

(F) All tractor trailers on an agricultural, residential, or commercial parcel shall be licensed and registered with the state and must be actively used. Trailers not involved in a construction project that remain in a fixed location over 30 days shall be subject to fines, impoundment, and removal by the city.

(Prior Code, § 10.02.070) (Ord. 23-2020, passed 6-17-2020; Ord. 29-2021, passed 7-21-2021)

§ 157.086 ENFORCEMENT AND FINES.

(A) *Enforcement and fines.* Upon a determination that a violation exists, the Code Enforcement Officer, or his or her designee, will contact the owner and shall require such owner to halt, eradicate, destroy, remove, or otherwise cure the violation within 48 hours, or such later time as the Code Enforcement Officer, or his or her designee, may determine.

(B) *Pre-existing conditions.* In the instance of an existing storage unit, container, or structure that has been established for a permanent use, the owner shall have a pre-existing right, shall be a legally-nonconforming use, and shall not be required to come into compliance with the new requirements adopted July 21, 2021. The following conditions do, however, apply to any such unit(s) as of the adoption of the original ordinance on April 10, 2020:

(1) *Residential and Agriculture Zones.* Temporary storage units, containers, or structures shall not be allowed in any Residential or Agricultural Zone on lots of less than one acre. The storage container must be placed behind a home, solid fence, outbuilding, or other obstruction as to obscure the view of the unit, container, or structure from the road; and

(2) *Commercial and Manufacturing Zones.* A temporary storage unit, container, or structure shall not be allowed in any Commercial or Manufacturing Zone on lots of less than one acre. It must be placed on a hard surface such as gravel, road base, concrete, or asphalt, and made to look like the main structure on the property, including the use of similar building materials and colors.

(C) *Temporary storage units.* If the temporary storage unit, container, or structure is moved or otherwise modified, the property owner would have to comply to all requirements under the current ordinance.

(Prior Code, § 10.02.070.0100) (Ord. 23-2020, passed 6-17-2020; Ord. 29-2021, passed 7-21-2021)

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§ 157.733 STANDARDS OF REVIEW.

The Planning Commission and Development Review Committee shall consider the following matters, and others when applicable, in its review of applications and where the plan is found deficient the plan design shall be amended or conditions imposed to mitigate such deficiencies when considering:

(A) *Traffic safety and circulation.*

(1) Does the site plan comply with the City Engineering Design Standards and Specifications related to traffic ingress, egress and internal circulation?

(2) A traffic study shall be required, if in the opinion of the Planning Commission, with input from the Development Review Committee, such would be necessary.

(B) Access for Residential Property.

(1) Any development with thirty or more residential dwelling units shall provide two vehicle Access Points as defined by this title.

(2) Maintenance Plan for Private Access Points. For any vehicle access points on private drives, the developer shall record Covenants, Conditions, and Restrictions designating the Homeowners Association or property management firm as the entity responsible for snow removal and ongoing maintenance. These access points shall be maintained to City and Fire standards.

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