



3200 W 300 N, West Point, UT 84015
801.776.0970

West Point City Planning Commission Agenda

February 23, 2023

WEST POINT CITY HALL

Public notice is hereby given that the Planning Commission of West Point, Utah, will hold their regularly scheduled meeting at West Point City Hall at 3200 West 300 North.

The public may attend the meeting electronically by following the instructions below:

Join Zoom Meeting at: <https://us06web.zoom.us/j/85358952763>

Connect via Telephone: Dial 1(669) 900-6833 and enter **Meeting ID:** 853 5895 2763

Members of the public may also participate in the Public Comment item via email prior to the meeting

- **Email:** khansen@westpointcity.org
- **Subject Line:** Must be designated as "Public Comment – February 23, 2023 Planning Commission Meeting"
- **Email Body:** **Must** include First & Last Name, address, and a succinct statement of your comment.

6:00 PM Work Session - Open to the public

1. Disclosures from Planning Commissioners
2. Community Development update
3. Review of Agenda Items

7:00 PM General Session - Open to the public

1. Call to Order
2. Pledge of Allegiance
3. Prayer/Thought (*Please contact the Clerk to request meeting participation by offering a prayer or inspirational thought*)
4. Disclosures from Planning Commissioners
5. Public Comments
6. Approval of minutes from the January 26, 2023, Planning Commission meeting

Administrative Items

Administrative items are reviewed based on standards outlined in the ordinance. Public comment may be taken on relevant and credible evidence regarding the applications compliance with the ordinance.

7. Discussion and consideration of a conditional use for a 1,460 square foot accessory building located in the side yard at 4332 W 200 North, Spencer McNiven, applicant

Legislative Items

Legislative items are recommendations to the City Council. Broad public input will be taken and considered on each item. All legislative items recommended at this meeting will be scheduled for review at the next available City Council meeting.

8. Discussion and consideration to rezone 3.42 acres located at 2024 N 4500 W from A-40 to R-1 (Residential), Jeramie Humphries, applicant
 - a. Public Hearing
 - b. Action
9. Discussion and consideration of a development agreement for property located at 2024 N 4500 W, Jeremie Humphries, applicant
 - a. Public Hearing
 - b. Action
10. Staff Update
11. Planning Commission Comments
12. Adjournment

Posted this 16th day of February, 2023

Bryn MacDonald

Bryn MacDonald, Community Development Director

If you plan to attend this meeting and, due to a disability, will need assistance in understanding or participating therein, please notify the City at least twenty-four (24) hours prior to the meeting and we will seek to provide assistance.



WEST POINT CITY PLANNING COMMISSION MEETING MINUTES

JANUARY 26, 2023

WORK SESSION Open to the Public 6:00 PM

Planning Commission Present: Chairperson Jeremy Strong, Vice-Chairperson Scott Wolford, Commissioner PJ Roubinet, Commissioner Trent Yarbrough, Commissioner Jeff Turner, Commissioner Jason Nelson, and Commissioner Rochelle Farnsworth

City Staff Present: Bryn MacDonald, Community Development Director; Troy Moyes, City Planner; Katie Hansen, Deputy City Recorder

City Council Representative Present: Michele Swenson

Visitors: Jeni Hall, Matt Leavitt, Joelle Caruso (online)

1. Disclosures from Planning Commissioners

There were no disclosures from the Planning Commissioners.

2. Open and Public Meetings Training

Troy Moyes stated Utah State Code 10-9a-302 requires that each municipality ensure that each member of the municipality Planning Commission complete 4 hours of annual Land Use Training. The training does include time spent down at the Utah League of Cities and Towns conference in the fall, but an hour of training is required that talks specifically about land use. Bryn MacDonald stated the following video is beneficially as it covers the General Plan and this upcoming year, the Planning Commission will be going over West Point's General Plan.

The Planning Commission watched the video made by the Utah League of Cities titled "Lunch with the League: General Plans and Zoning" and the video can be located on YouTube by following the link: www.youtube.com/watch?v=679UrYIVgAo&t=380s

The following are questions asked during the training video.

Scott Wolford stated he was unhappy at the last meeting regarding the state legislature bill for moderate housing. He asked if it would be capable to set a zone that is designated for moderate-income or low-income housing and not allowing a developer to charge more than that level. The burden has been placed on the communities to try to figure out how to make it work and require more high density to bring the cost down. Bryn MacDonald stated an area can be zoned for moderate income and as the training video stated, just because an area is zoned, it does not mean it will happen and the City is not held accountable for that. It just needs to be made available. Part of the problem is it would not happen on someone else's property and would have to be City owned property. It would be done easier with deed restrictions and long-term on property because as soon as it is built, zoning

could not enforce a price point. Possibly a CCR could control that. Scott Wolford stated it feels the solutions the state is developing are very developer friendly and is very frustrated as the burden has been transferred down to the municipalities and the plan does not accomplish it. Bryn MacDonald stated she agrees that density does not help control the price and density will not solve the problem. It is very hard in certain communities like West Point to deal with this issue. Bigger municipalities have things such as using existing buildings or converting hotels to help with the higher density that smaller municipalities do not have. The only real way to do it is to subsidized the property. The city buys the property and gives it to a developer which brings the price down.

Bryn MacDonald stated it has been discussed previously about a potential residential zone between R-4 and R-5, something like 4 units per acre. As the General Plan is gone through this year, that will be discussed and some of those designation will be changed and some created which in turn will mean the zoning ordinance will need to change. PJ Roubinet asked regarding a term from the video, "Cannot implement plans which there is not a market," and what does that mean. Bryn MacDonald stated it is like the discussion with affordable housing. Because a property is zoned a certain way, it does not mean it needs to be developed. For example, because a property is shown as commercial on the General Plan does not mean it will get built as commercial the next day. A General Plan is to be general and currently West Point's General Plan is specific. The new General Plan needs to be more general. Not designating a specific property as a park but stating in the general area a park needs to be placed. Scott Wolford stated in the past with rezone request, the Planning Commission has stated no due to the request not matching the General Plan. If the General Plan goes general, does it become fuzzy and possibly hurt them. Bryn MacDonald stated no because it is a legislative decision and allows fuzziness. Her preference is to have fuzzier so if something does come in with a plan that does make sense, it can happen. That is why goals, visions, and actions are just as importance as what is shown on the map of the General Plan. Scott Wolford stated he has reflected a lot since the last meeting on development agreements that give broad latitude to put to the wayside a lot of the requirements the City has and he is a little concerned that the desire of a property hinges on the Planning Commission's feelings that day and does not feel like that is a great model. He is concerned about the fuzziness due to that. Bryn MacDonald stated the goals, visions, and actions will help to be able to look at the map and help base decisions on that, not the feelings of the Planning Commission that moment. Jason Nelson stated that is why there is the arbitrary and capricious standard. If there is a justification for it, then it becomes a legal decision, not due to a Planning Commissioner's mood at that moment. Bryn MacDonald stated those items do go to City Council and they have a look at them as well. Troy Moyes stated that has been a standard with the City Council on decisions stating if they allow a special request, why can they not allow another special request and where is the precedence set. It is a balancing act as it is good to be specific, but also to be general.

Bryn MacDonald stated Staff has chosen Downtown Redevelopment as the General Plan consultant. It is the same company that did the market study for the interchange. One of the items that is important to the consultant is the visioning part as they need to know how West Point envisions themselves and then can create goals. There will hopefully be some joint meetings with the City Council to work together and create that vision.

PJ Roubinet asked if there was an update for the application Don Mendenhall had brought forward for the landscape company and asked if a use was found for it. Bryn MacDonald stated Mr. Mendenhall sold the company a different piece of property in a different city. When it was discussed with City Council, they stated they would prefer to have the Main Street concept in that location.

3. Review of Agenda Items

Troy Moyes stated Tim Gooch, 1176 N 4500 W, is applying for a conditional use for an accessory building on his 1-acre property. The building would be 2,400 sq ft. There is currently a basketball pad where the building will go. This building does meet all requirements found in the Code, the distance, height requirements, lot size. Staff has found no issues and has no concerns. The applicant has also submitted elevations. Scott Wolford stated he would assume this is for personal, not business. Troy Moyes stated he does have a business and might park some trucks there, but the business is at a different location.

There is a public hearing for the development agreement and rezone located at 3230 W 300 N. There were around 60 public notices sent and Staff has not received any communication. Bryn MacDonald stated the rezone does meet the General Plan and a proposed site plan has been submitted. The applicant is asking for a few exceptions so there is a development agreement. As a reminder, City Council has asked to have a development agreement with rezones. The public hearing is being held because State law requires a public hearing as the applicant is asking for exceptions from zoning items/land use items. The applicant is asking for smaller lot widths, lot depths, lot sizes, and the two existing homes at the entrance would have to have reduced side yard setbacks to accommodate the private road. It was discussed at the last meeting with the applicant what enhancements can be done to help with the exceptions being asked for. The enhancements would be two trees on each lot and architectural standards.

Trent Yarbrough pointed out in the development agreement, section 4.1.2(iv) there is a typo on the minimum square footage as 16,750 sq ft would not fit the lot sizes. Matt Leavitt, applicant, stated it should be 1,650 sq ft. The correct wording is as follows: "Minimum square footage of 1,650 sq. ft. for one story, slab on grade style homes."

Trent Yarbrough asked Mr. Leavitt if there were any considerations given on an abutting sidewalk. Mr. Leavitt stated he spoke with the engineer who stated the sidewalk could be back to curb and that would eliminate the park strip and the lots would become conforming in depth and possibly area. Trent Yarbrough asked if the eliminated park strip space would be added to lot size or road width. Mr. Leavitt stated lot size. Trent Yarbrough stated he would prefer it to the road. Mr. Leavitt stated in East Kaysville, there is a development done by Ivory Homes that is the exact same width from back to curb to back to curb as this application and does not contain a sidewalk or park strip. The road was 32 feet wide. Trent Yarbrough stated he would prefer to do no park strip with the available space going half to lot and half to road width. PJ Roubinet stated he did not like the idea of no sidewalks, but is okay with the sidewalk butting up to the curb.



WEST POINT CITY PLANNING COMMISSION MEETING MINUTES

JANUARY 26, 2023

GENERAL SESSION Open to the Public 7:00 PM

Planning Commission Present: Chairperson Jeremy Strong, Vice-Chairperson Scott Wolford, Commissioner PJ Roubinet, Commissioner Trent Yarbrough, Commissioner Jeff Turner, Commissioner Jason Nelson, and Commissioner Rochelle Farnsworth

City Staff Present: Bryn MacDonald, Community Development Director; Troy Moyes, City Planner; Katie Hansen, Deputy City Recorder

City Council Representative Present: Michele Swenson

Visitors: Jeni Hall, Matt Leavitt, Tim Whitten, Courtney Warnshuis, Leon Thurgood, Tim Gooch, Brad Devereux, Jeramie Humphries, Joelle Caruso, Mary Wolford, Richins (online)

1. Call to Order
2. Pledge of Allegiance
3. Prayer – Jeremy Strong
4. Disclosures from Planning Commissioners

There were no disclosures from the Planning Commissioners.

5. Public Comments

Joelle Caruso, 457 N 3650 W: Ms. Caruso stated her comment is related to the General Plan and as the Planning Commission starts to go through the General Plan and moderate-income housing, to keep setbacks for larger developments away from the street. Down Main Street, there are several large apartment developments located directly next to the sidewalk and other developments where a landscape buffer is in place and the buffer changes the look and makes it feel nicer for the neighborhood and the residents. In the work session, a comment was made about making the General Plan fuzzy. There was a tough fight with the townhomes built on 3650 W and when it came down to the City Council to have the latitude or pull, lawyers stated anytime a General Plan is fuzzy, it will always side with the developer, not the City. It greatly concerns her to hear to keep the General Plan fuzzy. If the General Plan is made to be kept loose, then the developers will win, so do not leave any loopholes. Regarding the small area plan, it gave her great concern as it was all about the money and not the community. The parking structures they would like to place would be under the apartments and she is concerned about that area flooding and people getting hurt and property damage. When she spoke to the City Council, they proposed the area as something good for the City, something for future residents as it was an economic base and several good things would come from it. However, most residents are long-term residents who know what the area provides and do not seek the retail centers. People have moved here from surrounding cities to get away from the retail and asked the

Planning Commission to remember those long-term residents and how they do not look for those things.

6. Approval of minutes from the December 8, 2022, Planning Commission meeting

Scott Wolford made a motion to approve the minutes from the Planning Commission meeting on December 8, 2022, as written. Trent Yarbrough seconded the motion. All voted aye.

7. Discussion and consideration of a conditional use for a 2,400 square foot accessory building located at 1176 N 4500 W, Tim Gooch, applicant

Troy Moyes stated Tim Gooch is seeking a conditional use permit to construct a 2,400 square foot accessory building on property located at 1176 N 4500 W. The lot is 1 acre (43,260 sq ft). West Point City Code 17.70.030(A)(5) states: "All accessory buildings that are more than 1,500 square feet no matter the size of the lot shall require a conditional use permit."

The following table is the applicable standards that apply to this particular application as found in WPCC 17.70.030:

	Required	Proposed
The combination of all accessory buildings not to occupy more than 20% of the lot area less the footprint of the main building.	$\leq 20\%$	5%
Not closer than 5' from the main building	$\geq 5'$	74'
Wall Height (side)		15'
Wall Height (rear)		23'
Rear setback	$\geq 4'$	118'
Side setback	$\geq 6'$	10'
Must not be closer than 15' from any dwelling structure on adjacent lot.	$\geq 15'$	90'

The applicant is in attendance for any questions from the Planning Commission.

Tim Gooch, 1176 N 4500 W: Scott Wolford asked what would be the use and Mr. Gooch stated storage, garage space, and possibly a shop. His profession is as a landscaper and will landscape the whole backyard.

Scott Wolford made a motion to approve the application for a conditional use permit for a 2,400 sq ft accessory building located at 1176 N 4500 W, Tim Gooch, applicant. Jason Nelson seconded the motion. All voted aye.

8. Discussion and consideration to rezone 3.61 acres located at 3230 and 3250 W 300 N from R-2 to R-3, James and Jeni Hall, applicants

Bryn MacDonald stated this has been discussed the last several Planning Commission meetings. Agenda items number 8 and 9, the rezone and development agreement, will be discussed together but are two separate public hearings.

The rezone request is to go from R-2 to R-3, which complies with the General Plan. The applicant has provided a site plan with 12 lots. The reason they are asking for a development agreement is because the City Council has asked for a development agreement on rezones to help ensure what is being developed. The applicant is also asking for exceptions to the land use code and that is why there is a public hearing with the Planning Commission who would make a recommendation to the City Council on the development agreement. The exceptions being asked are:

- Lot widths that are 82 feet wide, instead of the 85-foot minimum required
- Lot depths that are 96 feet, instead of the required 100 feet minimum
- A minimum lot size of 8,028 square feet, instead of the required 9,000 square feet
- The two existing homes on 300 North would need to have 10-foot side yard setback next to the new road. The Code requires a 20-foot side yard next to a street.

The enhancements the applicant is willing to provide are:

- Two trees on each lot
- Architectural standards
 - 40% brick, rock, or stone on the front façade
 - 3 feet of wainscot on the sides of each home
 - Minimum home square footage
 - 6-12 pitch roof
 - Minimum 2 car garage
 - No vinyl siding allowed

The Planning Commission is approving only the rezone, not the site plan. The development agreement would allow the exceptions and have the site plan attached. If the City Council approves both the rezone and development agreement, this applicant would need to go through the subdivision process and would lock in the concept shown.

PJ Roubinet asked about the existing home to the east and states it would need to be modified as there is a carport on the side that might be removed.

Jeff Turner asked how the garage on the east home would be accessed.

Matt Leavitt, 3900 W 300 N: Mr. Leavitt stated the carport would be removed. In a pre-conference meeting with UDOT, the 2 driveways to the existing homes would have to be access off the new private street. The current driveway would be eliminated. Jeremy Strong asked if the house to the west would have a new driveway going across the front of the house and Mr. Leavitt stated yet.

Jeff Turner asked if the east home has a carport/garage. Mr. Leavitt stated there is a 2-car garage that is separate from the carport. The garage was built with the carport added later. Jeff Turner asked for clarification purposes if UDOT is not allowing 3 access points in this area and Mr. Leavitt stated UDOT is only allowing them 1 access.

Jeremy Strong asked if the City has any issues with the driveway going in front of the house. Bryn MacDonald stated there is nothing in the Code. Jeff Turner asked about the utilities. Mr. Leavitt

stated he has seen houses in other cities where people have voluntarily done an arched driveway so it is easier to pull out onto the road.

Jeff Turner asked for the other Planning Commissioners opinions on the exceptions given and if Mr. Leavitt can provide more detail for enhancements being brought such as architectural style or theme.

Mr. Leavitt stated he feels what is listed already in the enhancements is a good quality. Jeff Turner stated he is looking for style of home. Mr. Leavitt stated there are concessions listed but would like to discuss the park strip option that was discussed in the work session. It was discussed to remove the 4-foot park strip and stated if the lots could get 4 feet in the lot size and there be another 4 feet in the asphalt width, he feels that would be a win-win situation. If they are able to get the 4 feet in the lot size, then all the lots would conform to lot depth for the R-3 configurations.

Jeremy Strong reiterated what was discussed in the work session for the public that was not in attendance during the work session. There is a 4-foot park strip buffer that was between the top back of the curb and sidewalk. It was discussed to remove the park strip, move the sidewalk to the top back of the curb and give 4 more feet to the lot size and 4 more feet to the asphalt. PJ Roubinet asked if the sidewalk would become larger, possibly 5 or 6 feet wide. Trent Yarbrough stated it would be a 6-foot wide sidewalk to go with the standard. The actual edge of asphalt is 27 feet wide as proposed. If the park strip was removed and 2 feet went into the yard and 2 feet went to asphalt, the road would then be almost 30 feet wide of asphalt. Troy Moyes stated for public knowledge the applicant is proposing a private street, 50 feet. With private streets that are narrower there are certain requirements to be met. The concern with the Planning Commission is the road might be too narrow and removing the park strip would help to gain back some width in the road way. Scott Wolford asked if North Davis Fire is okay with this width of road and Troy Moyes stated it would meet their requirements and when this is brought back for preliminary, that is double checked.

Bryn MacDonald stated the requirements for a 50-foot private road is for it to be 32 feet top back of curb to top back of curb with a 4-foot park strip and 5-foot sidewalk. Jeremy Strong asked what the rules are if the park strip is removed and the sidewalk is made top back of curb. Troy Moyes stated there is no rule and basically at this point, creating the rule.

Jeff Turner asked about discussion with public works regarding utilities and where it would go if the park strip is eliminated. Bryn MacDonald stated it would go behind the sidewalk. Troy Moyes stated they would still require the public utilities easements and in preliminary, they would make sure land is dedicated for that use. Jeremy Strong asked as a private road, if that is the applicant's responsibility for upkeep and care which requires an HOA and Bryn MacDonald stated yes.

Jason Nelson stated when reading the exception and seeing the applicant ask for lots to be 1,000 feet less than required, he feels that is quite a concession, but when looking at the actual land, there is only 1 lot that is 8,028 sq ft. Six of the 12 lots are in excess of the 9,000 sq ft. When looking at the overall development lot by lot, the 8,028 sq ft is the outlier as most are between 8,225 and 8,500 sq ft. For him, the concessions granted are more reasonable in light of looking at a concession for 6 lots rather than all 12. If all were around the 8,000 sq ft, that would be a significant use, but that is not the case.

Jeremy Strong opened the public hearing. Scott Wolford seconded the motion.

a. Public Hearing

Tim Whitten, 370 W 3275 W: Mr. Whitten asked if this past, what is the timeline? Jeremy Strong stated when development lets it happen. Mr. Whitten asked who is in charge of it and it was answered the developer and the economy. Mr. Whitten asked what this would do for the surrounding neighborhood and Jeremy Strong stated it does not affect them.

Jeremy Strong motioned to close the public hearing. Scott Wolford seconded the motion.

b. Action

Jeremy Strong stated he feels like this rezone is easy to go from an R-2 to R-3.

Scott Wolford made a motion to recommend approval for the rezone application from R-2 residential to R-3 residential for the properties located at 3230 and 3250 W 300 N, James and Jeni Hall, applicants. Trent Yarbrough seconded the motion. All voted aye.

4. Discussion and consideration of a development agreement for the property located at 3230 and 3250 W 300 N, James and Jeni Hall, applicants

Jeff Turner asked if anyone has concerns with the two existing homes and the side lot widths. Jeremy Strong stated that is his biggest concern of the whole property, but with it being a private lane, he is more at ease with it than a thoroughfare. Scott Wolford stated he felt the same.

Jeff Turner stated on lot 1, once the carport is gone and the new driveway in place, it will make it a hard turn into the subdivision to make a quick 90 degree turn to get into the driveway and asked if that is possible without disrupting traffic. PJ Roubinet asked about the deceleration lane and if it will match up with the notch out that is currently there. Troy Moyes stated they have not received any feedback as they are not to that planning point with UDOT. Jeremy Strong stated it will probably match with the City building and Troy Moyes is not sure. Jeff Turner wants to know what it is going to do to the turn in. Jeremy Strong asked if the approval of sidewalk to back of curb is for 300 N as well and Bryn MacDonald stated they do not want to change the cross section there and there is a plan to widen 300 N. Troy Moyes stated 300 N is a UDOT road and will have requirements for it. Jason Nelson stated for comparison purposes, right now the driveway is on 300 N so when the owners want to enter the driveway from 300 N, other vehicles do have to slow down for them. He does not see this as a greater hindrance to traffic flow and feels it might be better, though not ideal.

Jeff Turner stated he is just concerned about the ability to make the turn and asked Mr. Leavitt why UDOT will not let them have a driveway onto 300 N. Mr. Leavitt referred that question to PJ Roubinet who stated there are new access requirements and this would fall underneath the new requirements. Mr. Leavitt stated they need to get a permit for this private road and UDOT has stated they do not want 3 accesses, only want 1 access.

Scott Wolford stated his concern will be with the final plat and making sure there is enough driveway length to not block the sidewalk and asked Mr. Leavitt to please double check that at that moment in time. Mr. Leavitt stated absolutely.

Jeremy Strong opened the public hearing. Scott Wolford seconded the motion.

a. Public Hearing

Tim Whitten, 370 W 3275 W: Mr. Whitten asked about the setbacks for the new homes and how far off the property line the homes are going to be. Jeremy Strong stated they have the same building setbacks as a normal subdivision, 25 feet from the property line to the back of the home. Mr. Whitten asked about accessory buildings and sheds. Jeremy Strong stated the setbacks for a shed are a foot off the property line. If the building is larger, the setbacks are to have it further away.

Jeremy Strong motioned to close the public hearing. Scott Wolford seconded the motion.

b. Action

PJ Roubinet asked the only concession being asked for regarding setbacks is for the side yard for 10 feet and it was answered yes. Troy Moyes stated the rear setback could be 25 feet with the front being 30 feet or rear setback at 30 feet and the front 25 feet. This is the same as the homes located behind as that is an R-3 zone as well.

Scott Wolford stated when the application started, it was for 6-plexes and townhomes. He feels some concessions are being made with lot sizes. He does have some issues with the 10-foot side yards, but is happy to see single family homes in the neighborhood.

PJ Roubinet clarified if a decision needs to be made on park strip widths. Jeremy Strong stated he had that same question. Scott Wolford stated to make the motion with the way it needs to be. Bryn MacDonald stated this needs to go to City Council and have a discussion with Boyd Davis, City Engineer, but recommended to state the removal of the park strip with the sidewalk bigger and the extra going to the lots and street.

Scott Wolford asked the Planning Commissioners their thoughts on a 6-foot sidewalk. Trent Yarbrough stated he is okay with 5-foot. PJ Roubinet stated 5 feet should be plenty. Rochelle Farnsworth stated 5 feet is fine as it is a private road and would like to have more asphalt. Trent Yarbrough, PJ Roubinet, Scott Wolford, Jason Nelson, and Jeff Turner stated they all felt the same.

Jeremy Strong stated for the conditions to do in the motion would be to do a 5-foot sidewalk adjoined top back of curb, no park strip with the extra footage split between the yard and asphalt. Jeff Turner stated he would like to see public works respond with approval on the utility easement in the front yards. Troy Moyes stated Code requires a 10-foot easement behind the sidewalk into the property.

Mr. Leavitt stated when he spoke with the professional engineer, he was told typically the only utility found in the park strip is the gas line and it would go right next to the sidewalk. The professional engineer informed him the cities of Provo and Orem have sidewalks back to curb.

Scott Wolford made a motion to recommend acceptance of the development agreement for the properties at 3230 and 3250 W 300 N, James and Jeni Hall, applicants, with the following modifications:

1. Remove the park strip and place a 5-foot sidewalk top to back with the curb splitting the saved space between the property and the street width.
2. Section 4.1.2(iv) modify the minimum square footage to 1,650 sq ft.

PJ Roubinet seconded the motion. A roll call vote was called.

Jeff Turner aye
Jason Nelson aye
Scott Wolford aye
Jeremy Strong aye
PJ Roubinet aye
Trent Yarbrough aye
Rochelle Farnsworth aye

Motion passes onto City Council.

5. Staff Update

There is nothing new with Deseret First Credit Union and Holiday Oil building. Dirty Dough is expected to open mid to end of February.

There is still the Mike Hatch Rezone, King Property Rezone, and Deveraux Rezone tabled at City Council. The townhome project might be discussed at the next meeting.

The City Council did approve the Moderate-Income Housing Plan, amended the business license renewal dates, and approved the subdivision phases and second access.

The General Plan consultants will be Downtown Redevelopment and will be upcoming. Staff was able to see the new junior high plans. The district would like to break ground next month. There have only been 2 new home building permits issued for the month of January. Jason Nelson asked what is the number difference from January 2022 to January 2023 and Bryn MacDonald stated she does not have a specific number, but it is a significant drop-off.

6. Planning Commission Comments

Rochelle Farnsworth had no comments.

Trent Yarbrough thanked the Staff, Planning Commission, and the public for coming out. He liked the discussion and it was nice to see the Hall property move forward after months of collaboration with a project that will benefit the Hall's and the City.

PJ Roubinet thanked the Staff and liked seeing more people in attendance. He did enjoy seeing more public in attendance at public hearings and being more involved. He appreciated all the effort the Hall's gave with all their questions and he hopes it will be a good thing for the city.

Scott Wolford echoed Trent Yarbrough and PJ Roubinet's comments and appreciated the Hall's and Mr. Leavitt working with them as he feels they will be good homes in a nice neighborhood. He is happy it was able to be a single-family neighborhood.

Jason Nelson stated he missed the last meeting and he appreciated being back. He thanked Mr. Leavitt for answering their questions.

Jeff Turner seconded all the comments given and is excited for the Hall's as it feels it is a win-win situation.

Jeremy Strong thanked the public for being in attendance and giving comment as it helps the Planning Commission do their job effectively.

7. Adjournment

Scott Wolford made a motion to adjourn the meeting at 8:05 p.m.

Chairperson – Jeremy Strong

Deputy City Recorder – Katie Hansen

Planning Commission Staff Report

Subject: CUP Accessory Building – 4332 West 200 North
Author: Troy Moyes, City Planner
Department: Community Development
Date: February 23, 2023



Background

Spencer NcNiven is seeking a conditional use permit to construct a 1,460 square foot detached garage on his property located at 4332 West 200 North. Due to the size and location of the building (located in the defined “side-yard”) this requires a conditional use permit from the Planning Commission.

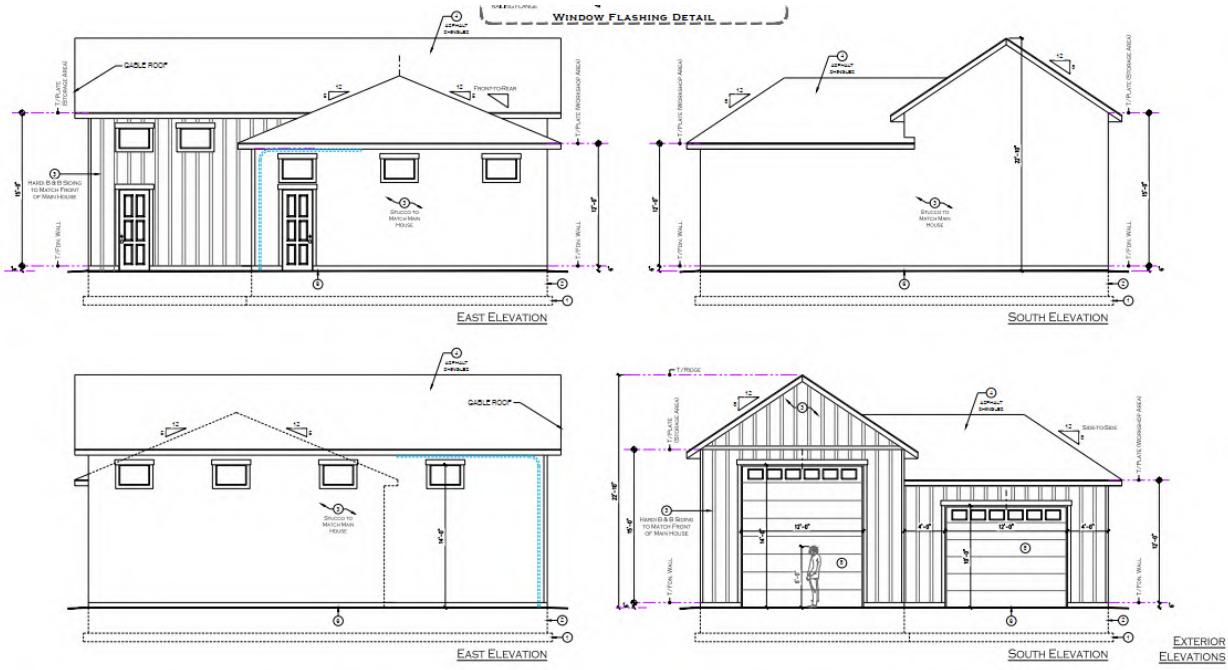
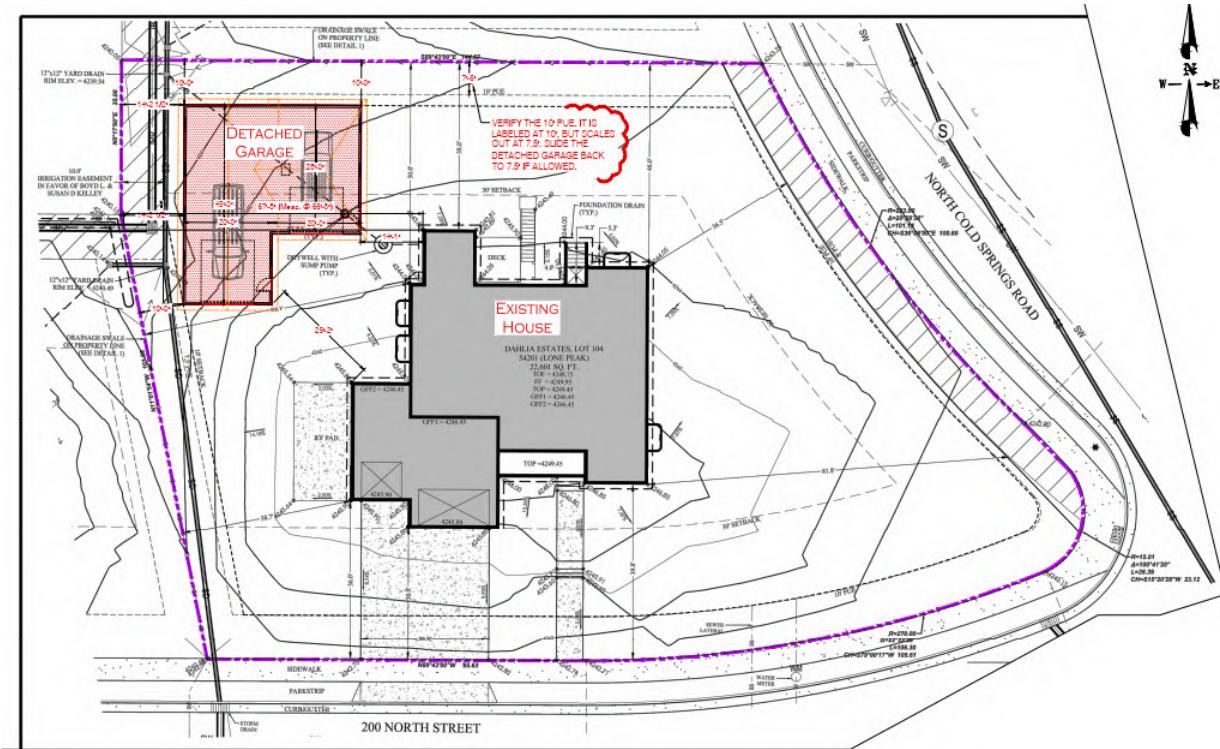
Analysis

The following table is the applicable standards that apply to this particular application as found in WPCC 17.70.030:

	Required	Proposed
The combination of all accessory buildings not to occupy more than 20% of the lot area less the footprint of the main building.	$\leq 20\%$	5%
Not closer than 5' from the main building	$\geq 5'$	14'
Wall Height (side)		15'
Wall Height (rear)		23'
Rear setback	$\geq 4'$	10'
Side setback	$\geq 6'$	14'
Must not be closer than 15' from any dwelling structure on adjacent lot.	$\geq 15'$	90'

Accessory buildings that protrude into the side yard of the residential dwelling shall meet the following requirement as stated in WPCC 13.70.030(A)(7):

- a. The accessory building shall maintain the side yard setback of the residential dwelling.
- b. All accessory buildings that are greater than 200 square feet and located in any portion of the side yard must adhere to building material standards, as it pertains to the front façade of the main building

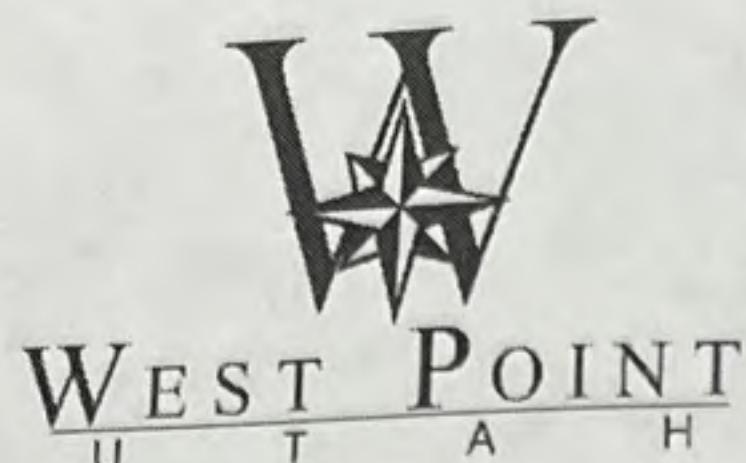


Recommendation

Staff recommends that the Planning Commission approve the conditional use for a detached garage located at 4332 West 200 North.

Attachments

Application & Plans



3200 West 300 North
West Point, UT 84015
PH: 801.776.0970
FAX: 801.525.9150
www.westpointcity.org

Conditional Use Permit Application

All applications submitted must be made in accordance with the Title 17 of the West Point City Code. A conditional use permit shall be required and approved by the Planning Commission for all uses listed as conditional uses in the code. A conditional use permit may be revoked upon failure to comply with conditions set forth.

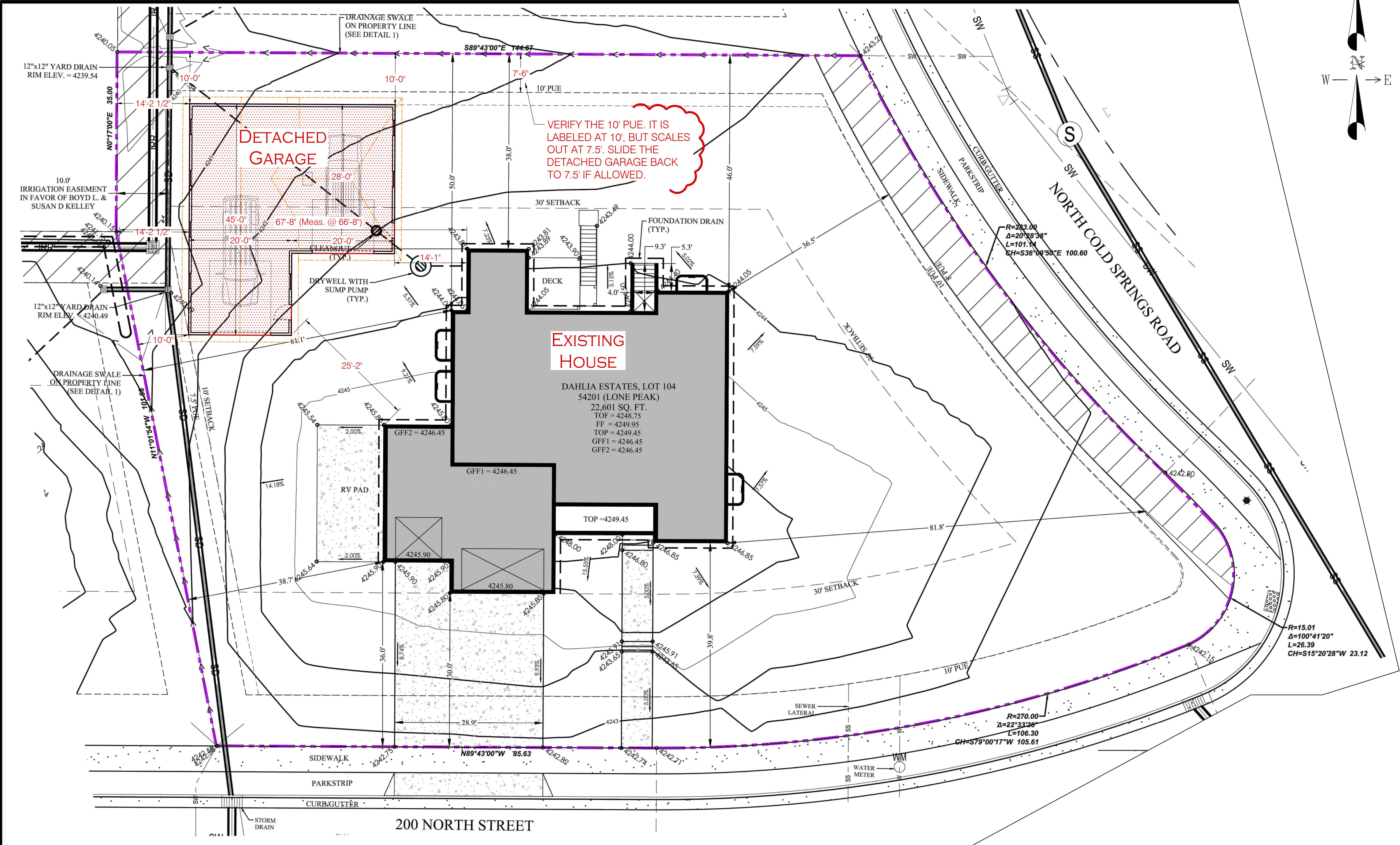
Applicant / Property Information			
Applicant Name: <i>Spencer McNiven</i>	Phone Number: <i>801-520-2356</i>	Owner of Property?	
Address: <i>4332 W. 200 N.</i>	City: <i>West Point</i>	State: <i>UT</i>	Zip: <i>84015</i>
Email Address: <i>Spencer.mcniven@gmail.com</i>	Current Zone: <i>Residential</i>	Size of Lot: <i>.5 Acre</i>	Size of Dwelling:
Conditional Use Information			
Conditional Use Type (i.e. home occupation, accessory building, signage, landscaping, etc.) <i>Accessory building - Detached garage</i>			Size of Proposed Structure (if applicable): <i>1460 sq ft</i>
Business Name (if applicable): <i>None</i>	Federal EIN Number (if applicable):	Sq. Ft. of Space Intended for Conditional Use (if applicable)	
Detail Description of Conditional Use and Potential Impact on Residential Use: <i>Detached garage with two garage doors should have minimal impact to any neighbors. This would be used to store vehicles, toys, lawn equipment, ATV</i>			
Neighbor Acknowledgment			
Please have neighbors that adjoin your property sign below. Those individuals that sign below are only stating that they are aware that you are applying for a Conditional Use Permit and not necessarily that they approve of the application or project.			
Name <i>Breahie Wayment</i>	Address <i>4366 W 200 N West Point, UT</i>	Signature <i>Breahie Wayment</i>	
Name <i>Brittany Garcia</i>	Address <i>243 N. Cold Springs Rd.</i>	Signature <i>Brittany Garcia</i>	

I hereby certify that the information provided for a conditional use permit comply with all requirements and standards of the West Point City Land Use Ordinance. I have read the West Point Subdivision and Land Use Ordinances and understand that submitting this Application does not guarantee approval.

Signature
SM

Date
2/6/23

For Office Use Only		
Received Payment		
\$		
	AMOUNT PAID	DATE RECEIVED
	Conditional Use Permit	\$75



ADVANCED DESIGN
11502 South Sunburn Ln.
Sandy, Utah 84094
801-568-9330
LBeeny@comcast.net

**DETACHED GARAGE
NEW CONSTRUCTION**
Contact: Spencer McNiven
Spencer.McNiven@gmail.com
801-520-2356

SITE PLAN

**4332 WEST 300 NORTH
WEST POINT, UTAH 84015
DAHLIA ESTATES, LOT 104**

REVISIONS

DATE: 02/01/2023
SCALE: (11x17)
1" = 20'-0"
SCALE: (24x36)
1" = 10'-0"

SHEET NO.

SD101

SITE PLAN

ELECTRICAL NOTES:

- ALL RECEPTACLES IN KITCHEN, IN GARAGE, IN BATHS, OUTSIDE GRADE LEVEL & IN UNFINISHED AREAS TO BE GFCI PROTECTED.
- ELECTRICAL PANELS TO COMPLY WITH LOCAL CODE.
- AT LEAST ONE WEATHERPROOF GFCI OUTLET REQ'D AT GRADE LEVEL AT FRONT & BACK OF DWELLING.
- PROVIDE A CONCRETE ENCASED ELECTRODE FOR USE AS A GROUNDING ELECTRODE FOR HOUSE WHICH MEETS THE REQMTS OF SECTION 250-50 (C) OF THE 2009 N.E.C.
- PROVIDE 110 VOLT ELECTRICAL OUTLET WITHIN 25' OF A-C UNIT.
- TAMPER RESISTANT RECEPTACLES ARE REQUIRED FOR ALL RECEPTACLES-INCLUDING GFCI PROTECTED OUTLETS. (NEC 406.11)
- AN EXTERNAL ACCESSIBLE INTERSYSTEM BONDING TERMINAL FOR THE GROUNDING & BONDING OF COMMUNICATIONS SYSTEMS IS REQUIRED AT THE SERVICE EQUIPMENT. NEC 250.94.
- INSTALL WEATHERPROOF BUBBLE COVERS ON ALL EXTERIOR OUTLETS NOT PROTECTED BY A PORCH OR SIMILAR AREA.

ELECTRICAL SYMBOLS	
LIGHT FIXTURES	
○	CEILING MOUNTED FIXTURE
□	RECESSED IN CEILING OR SOFFIT
OUTLETS	
ALL RECEPTACLES TO BE TAMPER PROOF.	
○	110V. DUPLEX OUTLET
○	220V. OUTLET
○	WP. WATERPROOF OUTLET
○	GFI GROUNDFault OUTLET
SWITCHES	
‡	SINGLE POLE SWITCH
‡	THREE WAY SWITCH
GENERAL	
EP.	ELECTRICAL SUB-PANEL

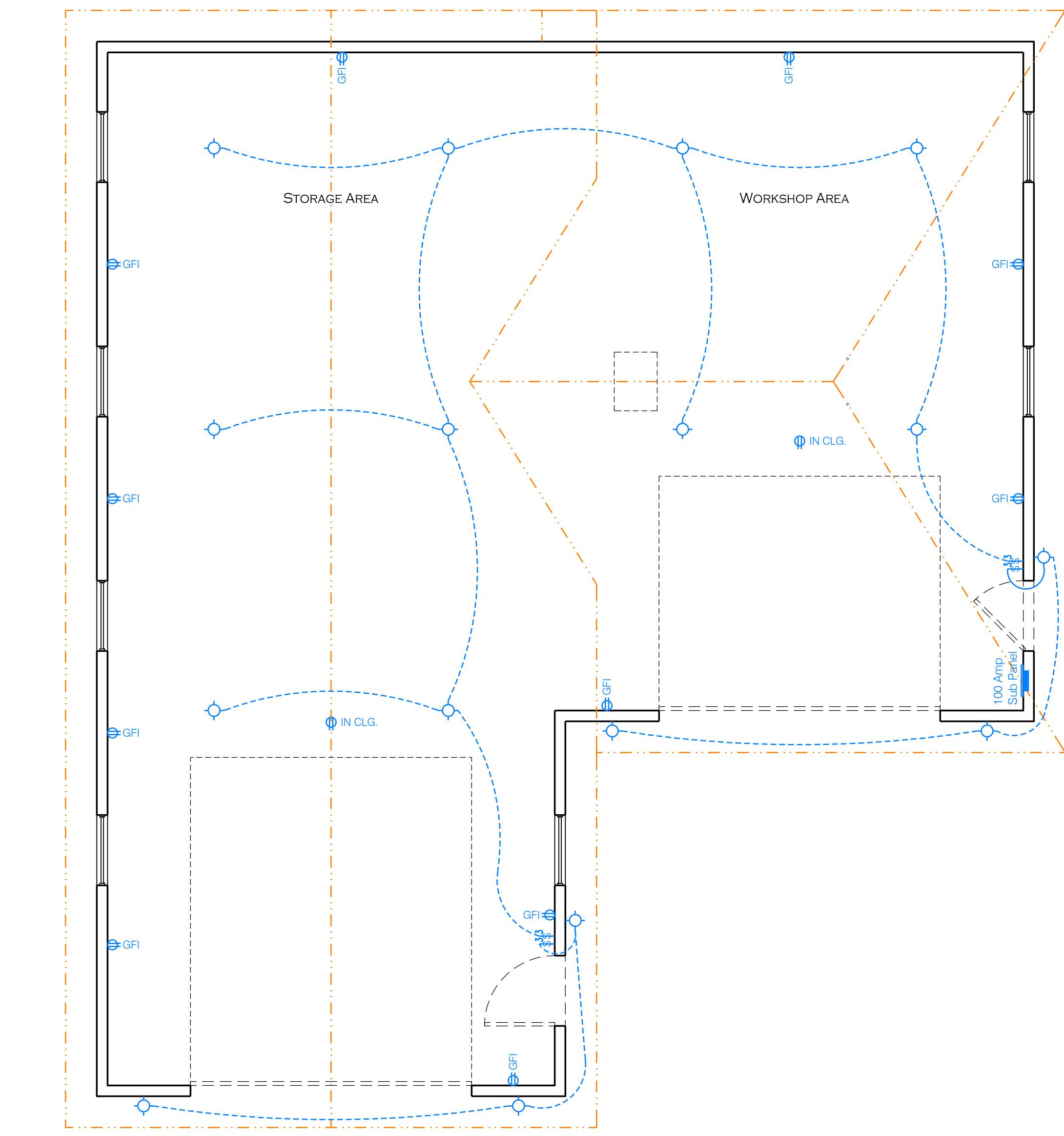


PICTURE OF EXISTING PRIMARY STRUCTURE

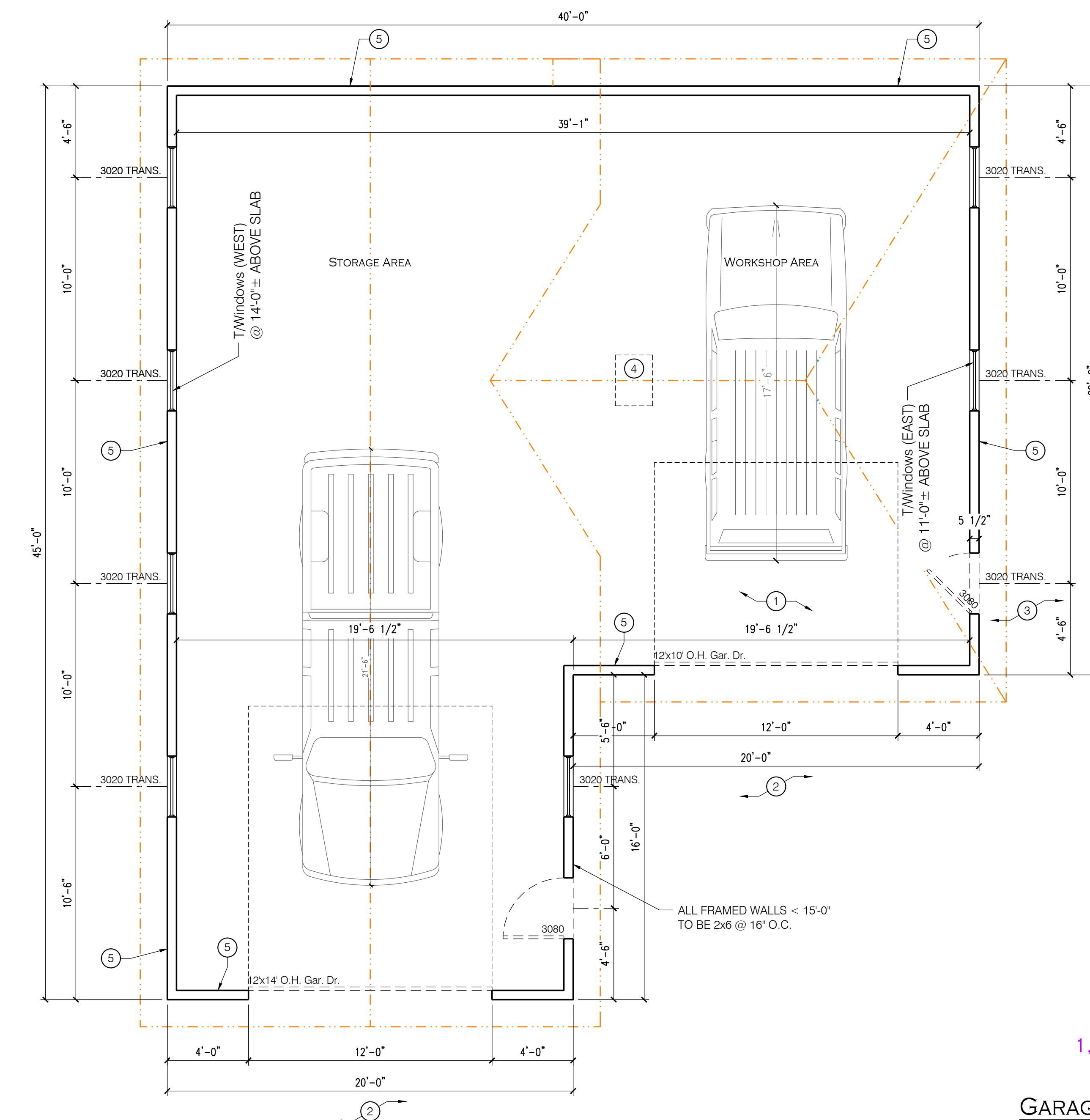
PLAN NOTES:

- 4" CONC. SLAB - SLOPE SLAB TOWARDS O.H. DOOR(s), ALL BACK FILLED AREAS TO BE MECHANICALLY COMPAKTED TO 95% MP.
- CONCRETE DRIVEWAY, SLOPE FOR POSITIVE DRAINAGE.
- CONCRETE LANDING (3'X3' MINIMUM).
- ATTIC ACCESS - 22"X30" OPENING, MUST BE WEATHER STRIPPED & INSULATED TO THE SAME VALUE AS THE WALL OR CEILING ASSEMBLY.
- ALL FRAMED WALLS < 15'-0" TALL TO BE FRAMED WITH 2x6 STUDS @ 16" O.C. ALL WALLS TO HAVE TREATED BOTTOM PLATE & DOUBLE TOP PLATE.

ADVANCED DESIGN
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GARAGE ELECTRICAL PLAN



1,480 S.F. (GARAGE)

GARAGE FLOOR PLAN

DETACHED GARAGE
NEW CONSTRUCTION
CONTACTS:
Spencer McNiven
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801-520-2356

MCNIVEN
4332 WEST 300 NORTH
WEST POINT, UTAH 84015
DAHLIA ESTATES, LOT 104

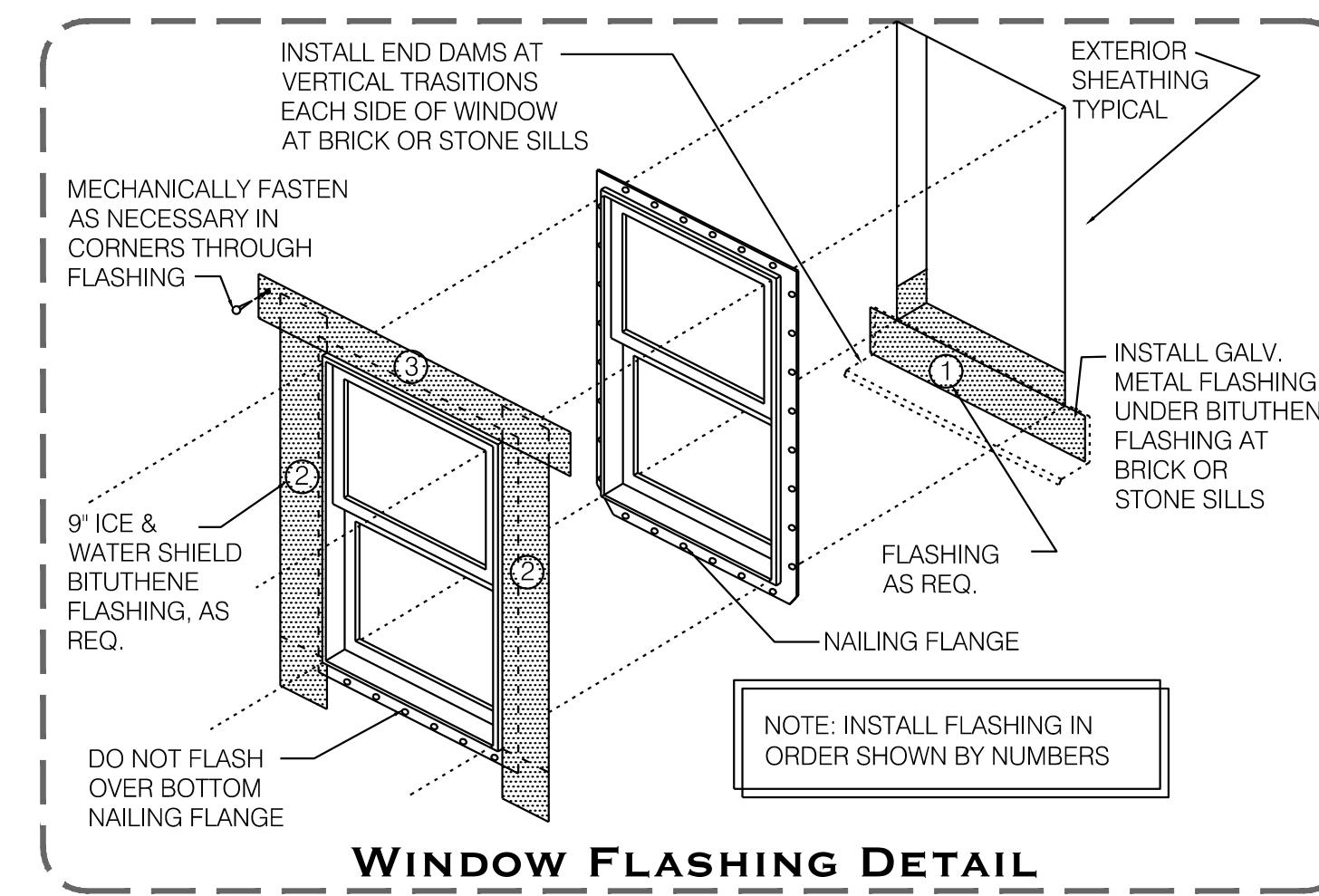
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A101

SPECIFICATIONS FOR FLASHINGS &
INTERSECTIONS OF EXTERIOR FINISHES:

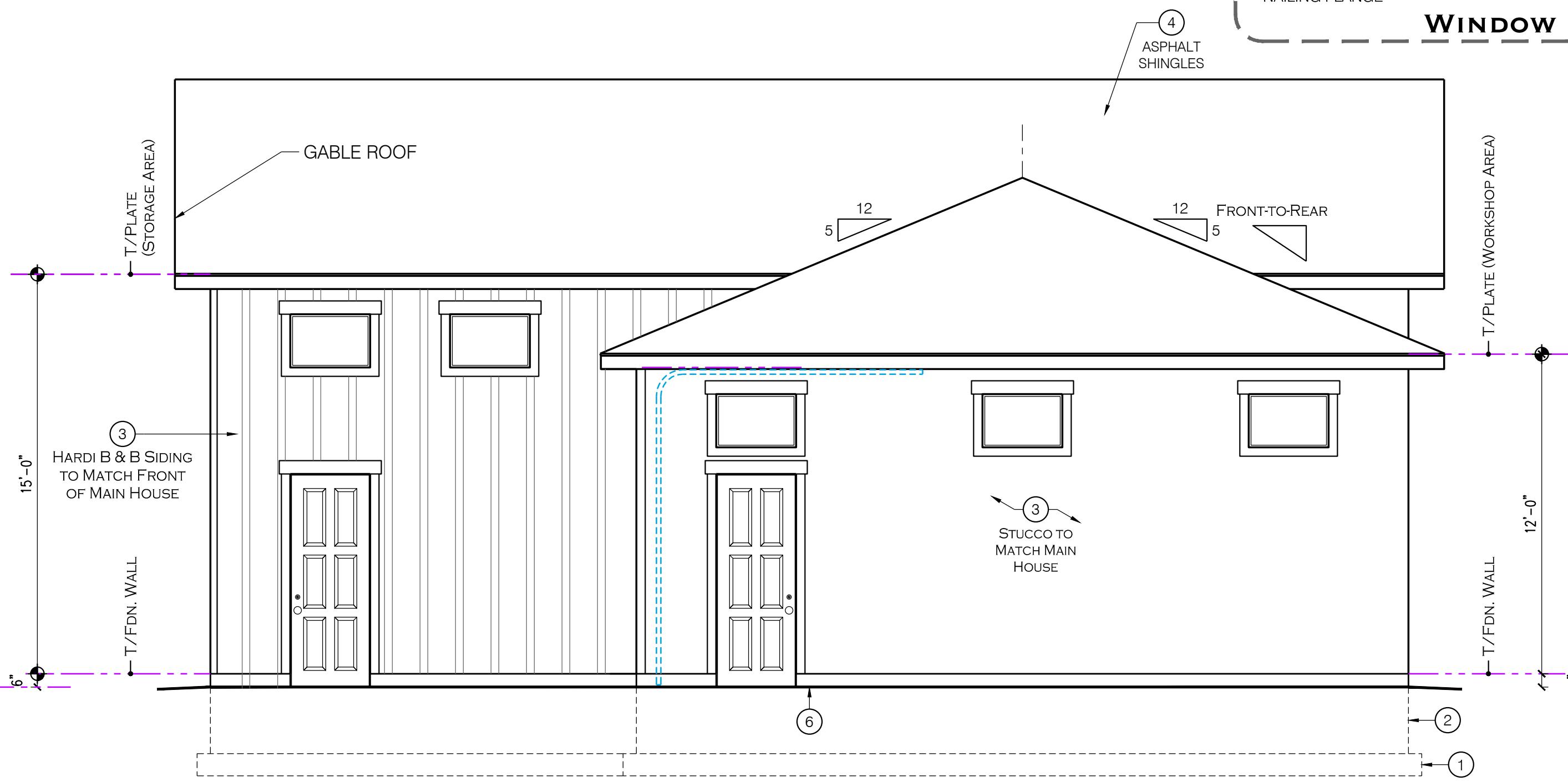
1. INSTALLATION OF ALL WALL COVERINGS & FLASHINGS PER (SEC. 1405 OF IBC 2015) & (SEC. R703 OF IRC 2015)
2. WHERE EXTERIOR WALL COVERING MEET TOP OF FOUNDATION, WALL FLASHINGS MUST HAVE A 1/2" DRIP LEG EXTENDING PAST THE EXTERIOR SIDE OF THE FOUNDATION.
3. ALL FLASHINGS MUST BE OF APPROVED CORROSION RESISTANT MATERIAL.



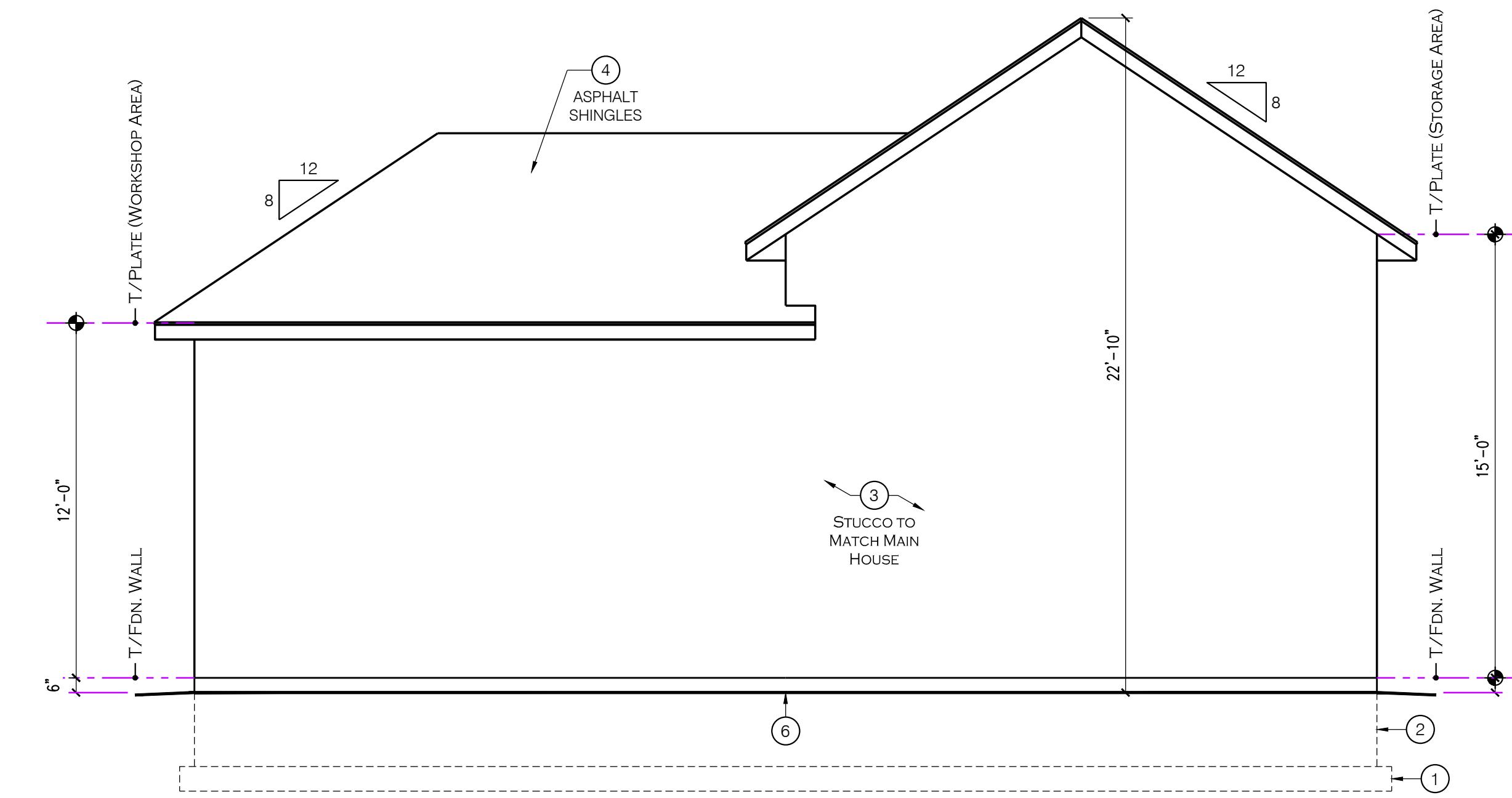
ELEVATION NOTES:

- ① TYPICAL FOOTING: FOOTING & FOOTING REINFORCEMENT PER FOOTING/FOUNDATION PLAN (RE: STRUCTURAL)
- ② TYPICAL FOUNDATION WALL OR PIER: 8" THICK REINFORCED CONCRETE FOUNDATION WALL REBAR & ANCHOR BOLT REQUIREMENTS PER STRUCTURAL SHEETS. OR SPOT FOOTING & PIER (RE: STRUCTURAL).
- ③ TYPICAL EXTERIOR WALL FINISH: HORIZ. LAP SIDING OR BOARD & BATTEEN SIDING OR MANUFACTURED STONE VENEER (ON APPROVED PAPER BACKED LATH) OR OTHER EXTERIOR FACING PER OWNER IN COORDINATION WITH CONTRACTOR (ON APPROVED HOUSE WRAP) ON SHEATHING (PER STRUCTURAL). RE: TO STRUCTURAL DRAWINGS FOR WALL FRAMING & SHEATHING. RE: TO BUILDING SECTIONS FOR MOISTURE BARRIER & INSULATION.
- ④ ROOF CONSTRUCTION: 30 YEAR ASPHALT SHINGLES INSTALLED PER MANUFACTURE'S RECOMMENDATIONS. OVER 15# ASPHALT PAPER. ROOF SHEATHING PER ROOF FRAMING PLAN (STRUCTURAL) PROVIDE ICE DAM PROTECTION FOR ALL EAVES & VALLEYS EXTENDING 24" PAST THE WARM SIDE OF THE EXTERIOR WALLS - TYPICAL. FLASH ALL ROOF & ROOF TO WALL JUNCTIONS & ALL PENETRATIONS.
- ⑤ NOT USED.
- ⑥ APPROXIMATE LINE OF GRADE.
- ⑦ NOT USED.
- ⑧ GARAGE DOOR RE: FLOOR PLANS FOR SIZE.

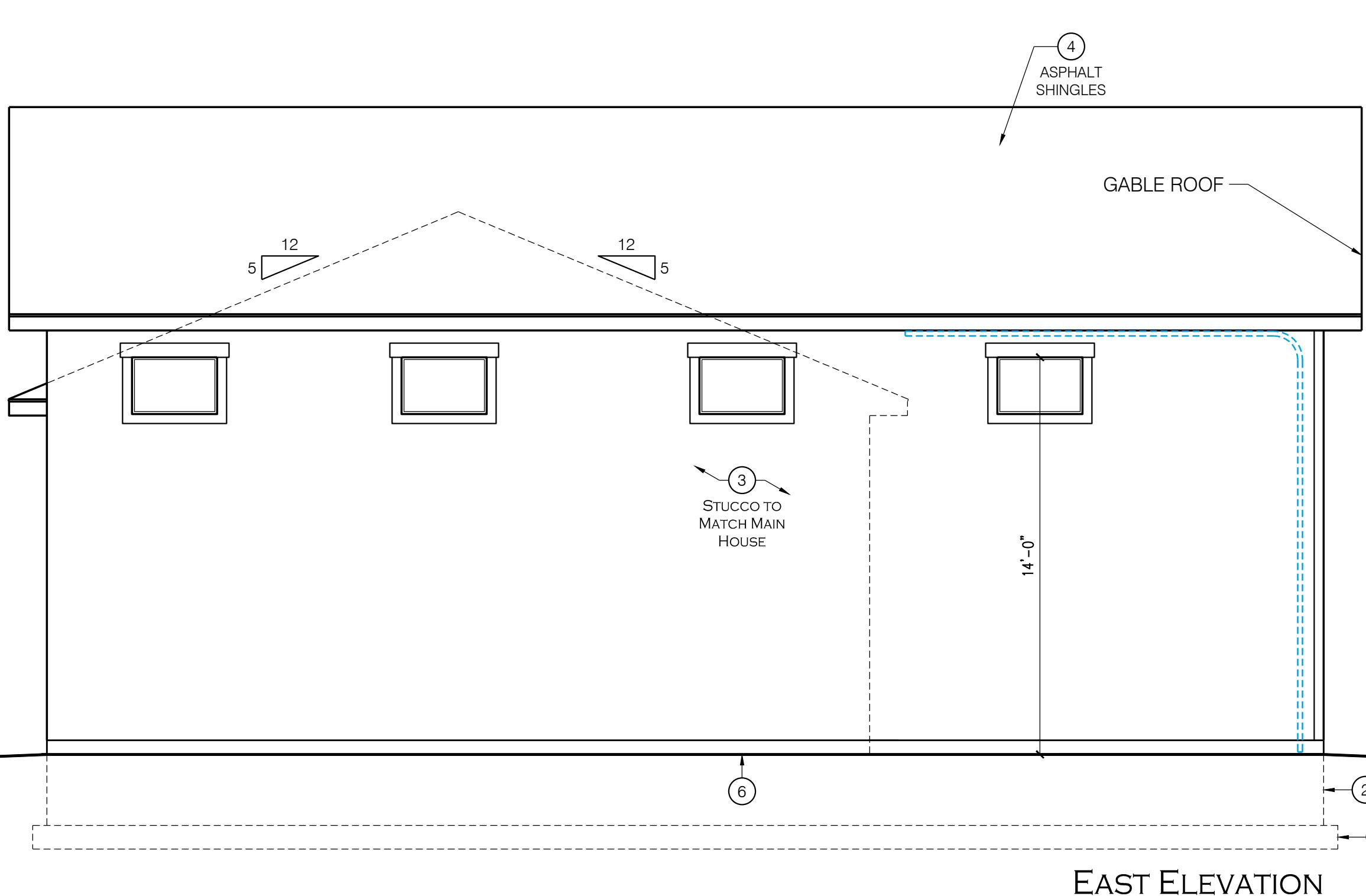
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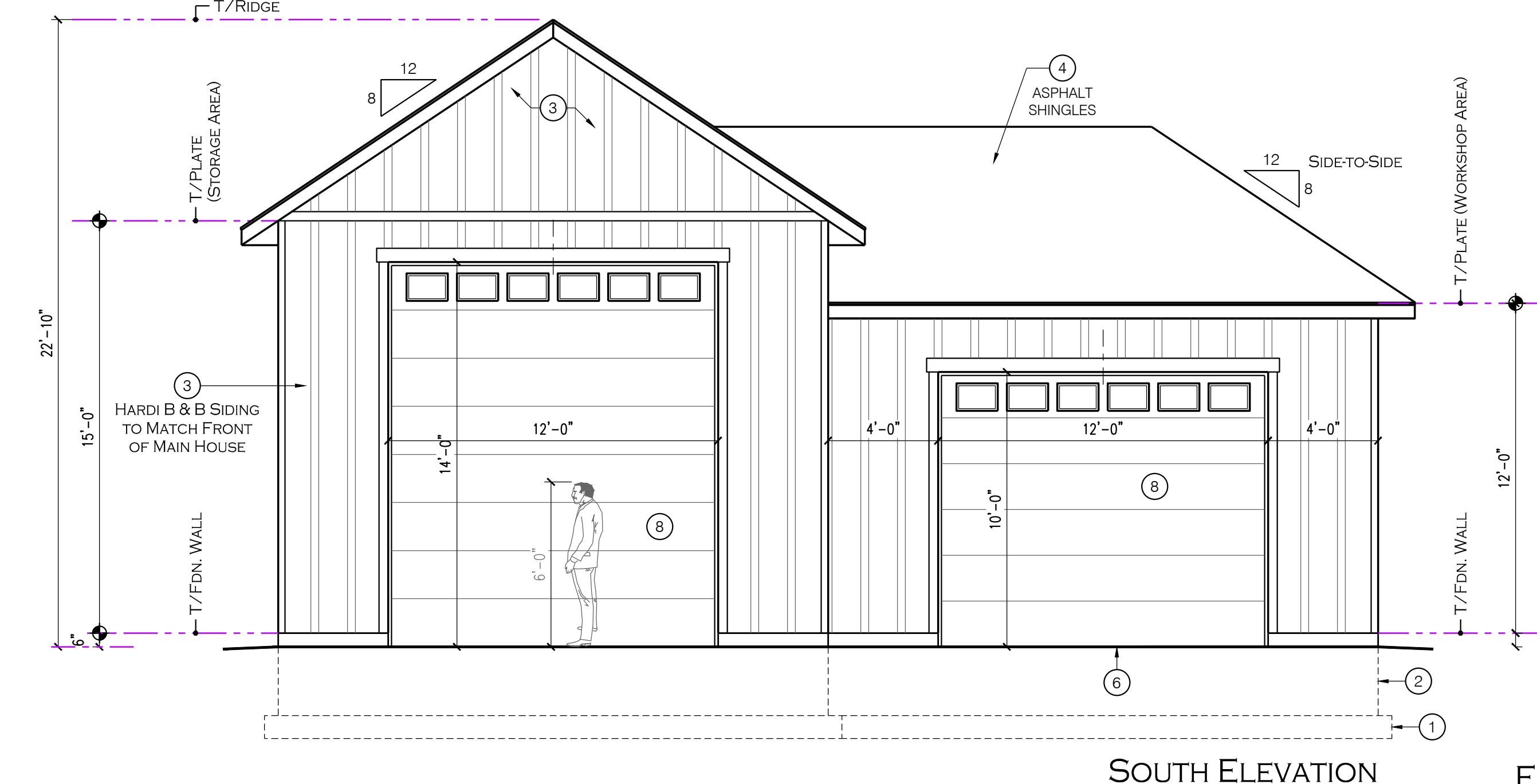
EAST ELEVATION



SOUTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION

DETACHED GARAGE
NEW CONSTRUCTION
Contact: Spencer McNiven
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MCNIVEN
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A201

DESIGN CRITERIA

Address:	4332 WEST 300 NORTH WEST POINT, UTAH 84015
ROOF LOAD:	30 LB SNOW & 20 LB DEAD LOAD
FLOOR LOADING:	40 LB LIVE LOAD & 20 LB DEAD LOAD
GROUND SNOW LOAD:	30 LB. LIVE LOAD FOR BEDROOMS
SOIL BEARING:	33 PSF
SEISMIC ZONE:	D
S_s	= 1.026 g
S_1	= 0.346 g
S_{MS}	= 1.118 g
S_{M1}	= 0.591 g
S_{DS}	= 0.745 g
S_{D1}	= 0.394 g
WIND:	115 MPH - 3 SEC GUST
EXPOSURE:	B or C
FROST DEPTH:	30"

APPLICABLE BUILDING CODE: 2015 INTERNATIONAL RESIDENTIAL CODE
(AS AMENDED AND ADOPTED BY STATE OF UTAH)
2018 INTERNATIONAL BUILDING CODE.

CONCRETE STRENGTH:	
FOOTINGS	2,500 PSI
FOUNDATION	3,000 PSI
INTERIOR SLAB	3,000 PSI
GARAGE SLAB	4,000 PSI
EXTERIOR SITE	4,000 PSI

GENERAL

1. VISITS TO THE JOB SITE BY REPRESENTATIVES OF THE ENGINEER DO NOT CONSTITUTE APPROVAL OF THE WORK PERFORMED BY THE CONTRACTOR OR HIS SUBCONTRACTORS & ARE MERELY FOR THE PURPOSE OF OBSERVING THE WORK PERFORMED.
2. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES, OMISSIONS OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND /OR SPECIFICATIONS BEFORE PROCEEDING WITH ANY WORK INVOLVED. IN ALL CASES, UNLESS OTHERWISE DIRECTED, THE MOST STRINGENT REQUIREMENTS SHALL GOVERN AND BE PERFORMED.
3. CONTRACTOR SHALL VERIFY ALL CONDITIONS, DIMENSIONS AND ELEVATIONS, ETC., AT THE SITE AND SHALL COORDINATE WORK PERFORMED BY ALL TRADES.
4. TEMPORARY BRACING SHALL BE PROVIDED WHENEVER NECESSARY TO TAKE CARE OF ALL LOADS TO WHICH THE STRUCTURE MAY BE SUBJECTED, INCLUDING WIND. SUCH BRACING SHALL BE LEFT IN PLACE AS LONG AS MAY BE REQUIRED FOR SAFETY, OR UNTIL THE STRUCTURAL ELEMENTS ARE COMPLETE.
5. CONTRACTOR AND ALL SUBCONTRACTORS SHALL PERFORM THEIR TRADES AND DUTIES IN A MANNER CONFORMING TO THE PROCEDURES AND REQUIREMENTS OF APPLICABLE BUILDING CODE, AND ALL APPLICABLE REFERENCED CODES THEREIN.
6. ANY SPECIAL INSPECTION REQUIRED BY THE BUILDING OFFICIAL OR THE APPLICABLE BUILDING CODE ARE THE RESPONSIBILITY OF THE CONTRACTOR.

FOOTINGS & FOUNDATIONS

1. ALL FOOTINGS ARE BASED ON AN ALLOWABLE SOIL BEARING PRESSURE INDICATED IN THE DESIGN CRITERIA ABOVE. ANY SOIL CONDITION ENCOUNTERED DURING EXCAVATION THAT IS CONTRARY TO DESIGN CRITERIA SHALL BE BROUGHT TO THE ATTENTION OF THE STRUCTURAL ENGINEER BEFORE PROCEEDING.
2. ALL FOOTINGS SHALL BEAR ON UNDISTURBED NATIVE SOIL OR ENGINEERED FILL COMPAKTED TO 95% OF MAX DRY DENSITY, BASED ON ASTM D15557 METHOD OF COMPACTION. FILL SHALL BE PLACED IN ACCORDANCE WITH RECOMMENDATIONS OF SOIL ENGINEER AND SHALL EXTEND DOWN TO IN-SITU COHESIVE SOILS. FILL SHALL BE COMPAKTED UNDER ALL STRUCTURAL CONCRETE WORK ON THE SITE.
3. NO FOOTING SHALL BE PLACED IN WATER OR ON FROZEN GROUND. CONTRACTOR SHALL NOTIFY ENGINEER IN CASE GROUND WATER LEVELS ARE FOUND WITHIN FIVE FEET BELOW THE FINISHED GRADES.
4. ALL EXCAVATIONS ADJACENT TO AND BELOW FOOTING ELEVATION FOR OTHER TRADES SHALL BE ACCOMPLISHED PRIOR TO POURING ANY FOOTINGS.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR LATERALLY SPORTING ALL RETAINING TYPE FOUNDATION WALLS WHILE COMPACTING BEHIND WALLS AND UNTIL ALL SUPPORTING MEMBERS HAVE BEEN PLACED (SUCH AS FLOOR SLABS). ALL OPEN EXCAVATIONS AND TRENCHES SHALL BE SUPPORTED AND BARRICADED BY CONTRACTOR TO CONFORM TO OSHA SAFETY STANDARDS.
6. ALL FOOTING REINFORCEMENT AND WALL AND COLUMN DOWELS SHALL BE SECURELY TIED IN PLACE PRIOR TO POURING CONCRETE.
7. PROVIDE DOWELS IN FOOTINGS AND FOUNDATIONS TO MATCH ALL VERTICAL BARS IN WALLS AND COLUMNS ABOVE, UNLESS NOTED OTHERWISE.
8. ALL INTERIOR AND GARAGE SLABS SHALL BE OVER 4 INCHES OF $\frac{1}{4}$ INCH FREE GRANULAR FILL, BEARING ON UNDISTURBED NATIVE SOIL OR ENGINEERED GRANULAR FILL (SEE NOTE #2). SEE TYPICAL DETAILS FOR CONTROL JOINTS REQUIREMENTS.
9. STABILITY OF SLOPED SITES SHALL BE VERIFIED BY SOILS ENGINEER OR OTHER QUALIFIED PROFESSIONAL.

CONCRETE

1. ALL FOOTINGS, FOUNDATIONS AND INTERIOR SLABS SHALL BE NORMAL WEIGHT CONCRETE WITH A COMPRESSIVE STRENGTH EQUAL TO AT LEAST THOSE SHOWN IN DESIGN CRITERIA ABOVE, WITHIN 28 DAYS AFTER POURING.
2. ALL CONCRETE WORK SHALL BE PLACED, CURED, STRIPPED, AND PROTECTED AS DIRECTED BY SPECIFICATIONS AND ACI STANDARDS AND PRACTICES.

CONCRETE REINFORCING

1. ALL REINFORCEMENT SHALL BE DETAILED AND PLACED IN ACCORDANCE WITH APPLICABLE BUILDING CODE.
2. ALL METAL REINFORCEMENT SHALL BE DEFORMED TYPE BARS (EXCEPT #2 BARS) AND SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS ASTM A615 GRADE 60.
3. ALL SPLICES IN CONTINUOUS CONCRETE REINFORCING BARS SHALL OVERLAP 36 X THE BAR DIAMETER. ALL SUCH SPLICES SHALL BE MADE IN A REGION OF COMPRESSION UNLESS OTHERWISE SHOWN. ALL CONTINUOUS REINFORCEMENT SHALL TERMINATE WITH A 90 DEG. TURN OR A SEPARATE CORNER BAR.
4. ALL REINFORCING BARS SHALL BE SECURELY ANCHORED AND HELD IN PLACE AND SHALL BE SPACED FROM ADJACENT SURFACES (UNLESS NOTED OTHERWISE) AS FOLLOWS:
 - FORMED SURFACES IN CONTACT WITH THE GROUND OR EXPOSED TO WEATHER (GRADE BEAMS, WALLS, ETC.) AND SLAB ON GRADE: $1\frac{1}{2}$ INCHES
 - UNFORMED SURFACES CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH (BOTTOM AND SIDE OF FOOTINGS): 3 INCHES
5. REINFORCEMENT SHALL BE FREE OF MUD, OIL, OR OTHER NONMETALLIC COATINGS THAT ADVERSELY AFFECT BONDING CAPACITY.
6. ALL OPENINGS IN CONCRETE WALL SHALL BE REINFORCED WITH (2) #4 BARS EXTENDING 2 FEET MINIMUM BEYOND THE EDGE OF THE OPENING AT EACH FACE OF OPENING.

LUMBER

1. MEMBER GRADES SHALL BE AS FOLLOWS:

GLULAM BEAMS (SIMPLE SPAN).....	24F-V4 DF/DF
(CANTILEVERED & CONTINUOUS OVER ONE SUPPORT OR MORE).....	24F- V8 DF/DF
JOISTS.....	DOUG FIR #2 BTR
HEADERS.....	DOUG FIR #2 BTR
POSTS.....	DOUG FIR #1 BTR
STUDS NONBEARING WALLS.....	DOUG FIR STUD GRADE BTR
STUDS BEARING WALLS.....	DOUG FIR #2 BTR
PRE-FAB TRUSSES/JOISTS.....	AS PER MANUFACTURER
2. UNLESS NOTED OTHERWISE, CONNECT ALL WOOD TO CONCRETE, WOOD TO STEEL AND WOOD TO WOOD (EXCEPT STUD TO PLATE) WITH SIMPSON METAL CONNECTORS OR EQUIVALENT.
3. ALL MULTIPLE PLATES & LEDGERS SHALL BE NAILED TOGETHER w/ 16D NAILS AT 8" ON CENTER.
4. ALL MULTIPLE MEMBER HEADERS OR BEAMS SHALL BE GLUED AND NAILED TOGETHER WITH (2) ROWS OF 16D AT 8' O.C. FOR MEMBERS LESS THAN 8' DEEP. FOR MEMBERS MORE THAN 8' DEEP USE (3) ROWS OF 16D AT 8' O.C. & CLINCHED.
5. STUD WALLS SHALL RUN CONTINUOUS BETWEEN POINTS OF HORIZONTAL SUPPORT. PROVIDE BRACING FOR SUCH STUD WALLS UNLESS NOTED OTHERWISE.
6. BLOCK ALL HORIZONTAL EDGES OF PLYWOOD WALL SHEATHING WITH 2 INCHES NOMINAL BLOCKING. BLOCK EDGES OF PLYWOOD ON FLOORS AND ROOF AS DIRECTED ON DRAWINGS.
7. SOLID 2 INCHES NOMINAL BLOCKING SHALL BE PROVIDED AT ENDS OR POINTS OF SUPPORT OF ALL WOOD JOISTS AND TRUSSES. CROSS BRIDGING OF NOT LESS THAN 1 INCH X 3 INCHES MATERIAL SHALL BE PLACED IN ROWS BETWEEN SUPPORT POINTS, NOT TO EXCEED 8 FT APART FOR SPANS OF 14 FEET AND GREATER.
8. MINIMUM NAILING SHALL BE AS PER APPLICABLE BUILDING CODE - SEE MINIMUM NAILING SCHEDULE BELOW.

FLOOR SHEATHING NOTES

1. LAY SHEATHING WITH FACE GRAIN AT RIGHT ANGLES TO FRAMING WITH END JOINTS STAGGERED. GLUE WITH GLUE CONFORMING TO AFG-01 ACCORDING TO APA SPECS.
2. BLOCK JOISTS SOLID AT ALL BEARING POINTS

ROOF SHEATHING NOTES

1. LAY SHEATHING WITH FACE GRAIN AT RIGHT ANGLES TO FRAMING WITH ENDS STAGGERED.
2. BLOCK JOIST SOLID AT ALL BEARING POINTS.

WALL SHEATHING NOTES

1. BLOCK ALL HORIZONTAL PLYWOOD EDGES WITH 2 INCHES NOMINAL OR WIDER FRAMING.
2. ALL SHEATHING SHALL EXTEND CONTINUOUS FROM SILL PLATE TO ROOF OR FLOOR SHEATHING.
3. SHEATHING SHALL BE CONTINUOUS FROM FLOOR FRAMING TO HEIGHT OF ROOF FRAMING ON UPPER LEVEL WALLS (VERTICAL SURFACES AT STEPS IN ROOF)
4. NAILS SHALL BE SPACED NOT LESS THAN 3/8 INCHES FROM EDGES AND ENDS OF SHEATHING AND SHALL BE DRIVEN FLUSH BUT SHALL NOT FRACURE THE SURFACE OF SHEATHING.
5. SHEAR PANELS CANNOT BREAK AT FLOOR TRANSITION, THEY MUST BE LAPPED & STAGGERED (EXCEPT IF FLOOR-TO-FLOOR STRAPS ARE USED - CS16 or MST48 STRAPS)

MINIMUM NAILING SCHEDULE

CONNECTION	NAILING
1. JOIST TO SILL OR GIRDER TOENAIL.....	3-8d
2. BRIDGING TO JOIST, TOENAIL EA. END.....	2-8d
3. SOLE PLATE TO JOIST OR BLOCKING, FACE NAIL.....	16d @ 16" O.C.
4. TOP PLAT TO STUD.....	END NAILS 2-16d
5. STUD TO SOLE PLATE.....	4-8d TOENAIL OR 2-16d @ 24" O.C.
6. DOUBLE STUDS.....	FACE NAIL 16d @ 24" O.C.
7. DOUBLE TOP PLATES.....	FACE NAIL 2-16d.
8. TOP PLATES, LAPS AND INTERSECTIONS.....	ALONG EA. EDGE 16d @ 16" O.C.
9. CONTINUOUS HEADERS, TWO PIECES.....	ALONG EA. EDGE 16d @ 16" O.C.
10. CEILING JOIST TO PLATE.....	TOENAIL 3-8d
11. CONTINUOUS HEADER TO STUD.....	TOENAIL 4-8d
12. CEILING JOISTS, LAPS OVER PARTITIONS.....	FACE NAIL 3-16d
13. CEILING JOISTS TO PARALLEL RAFTERS.....	FACE NAIL 3-16d
14. RAFTER TO PLATE.....	TOENAIL 3-8d
15. BUILT-UP CORNER TO STUDS.....	16d @ 24" O.C.
16. BUILT-UP GIRDERS AND BEAMS.....	20d @ 32" O.C. T&B STAGGERED 2-20d @ ENDS & SPLICES

SHEARWALL STAPLE EQUIVALENCY CHART

COMMON NAILS	16 Ga.	15 Ga.	14 Ga.
STAPLES NOT ALLOWED			
8d @ < 3"	2"	3"	3.5"
8d @ 3"	2.5"	3.5"	4"
8d @ 4"	4"	5"	6"
8d @ 6"	5.5"	6.5"	8"
8d @ 8"	6.5"	8"	10"
8d @ 10"	8"	10"	12"
8d @ 12"	8"	10"	12"

1. MINIMUM STAPLE PENETRATION INTO MAIN MEMBER IS 1"
2. PLACE STAPLES PARALLEL TO PANEL EDGE.
3. PROVIDE 3/8" DISTANCE FROM PANEL EDGE TO STAPLE.

EXTERIOR & BEARING WALL FRAMING:

1. ALL EXTERIOR WALLS TO BE 2x4 OR 2x6, SHEATHED PER SHEARWALL SCHEDULE.
2. USE FULL HEIGHT STUDS ON ALL EXTERIOR WALLS PER EXTERIOR WALL FRAMING CHART.

EXTERIOR WALL FRAMING CHART

FRAMING SPECIFICATION	MAXIMUM STUD HEIGHT
2x4's @ 16" O.C.	9'-6"
2x4's @ 12" O.C.	10'-6"
2x4's @ 8" O.C. or (2) 2x4's @ 16" O.C.	12'-6"
2x6's @ 16" O.C.	15'-0"
2x6's @ 12" O.C.	17'-0"

ABBREVIATIONS:

B/	BOTTOM OF BEAM	O.C.	ON CENTER
BM	BEAM	PL	PLATE
CJ	CONTROL JOINT	SW	shear wall
CL or $\frac{1}{4}$	CENTER LINE	T/	TOP OF
CMU	CON. MASONRY UNIT	T.O.S.	TOP OF SLAB
EF	EACH FACE	T.O.W.	TOP OF WALL
GA	GAUGE	W/	WITH
GSN	GEN. STRUCT. NOTES	WWF	WIRE MESH
N.T.S.	NOT TO SCALE	U.N.O.	UNLESS NOTED OTHERWISE

NAIL SCHEDULE FOR WOOD:

AS A MINIMUM AND IF NOT SPECIFICALLY DETAILS OR NOTED ELSEWHERE & OTHERWISE, THE VARIOUS WOOD COMPONENTS OF THE STRUCTURE SHALL BE FASTENED TOGETHER AS FOLLOWS:

ITEM GRAPHIC	DESCRIPTION & FASTENING
1.	JOIST TO MUD SILL or UPPER TOP PLATE: (3) 8d COMMON or 16d SINKER or SHORT NAIL, TOE-NAIL.
2.	BLOCKING TO JOIST: (3) 8d COMMON or 16d SINKER or SHORT, TOE-NAIL or (2) 16d SINKER or SHORT FACE NAIL.
3.	SOLID (BOTTOM) PLATE TO JOIST or BLOCKING: 16d SINKER or SHORT FACE NAIL @ 16" O.C.
4.	LOWER TOP PLATE TO STUD: (2) 16d COMMON FACE NAIL.
5.	STUD TO SOLE BOTTOM PLATE: (2) 16d SINKER or SHORT FACE NAIL or (4) 8d COMMON or 16d SINK

DSC Drag Strut Connector

The DSC drag-strut connector transfers the diaphragm shear forces from the girder truss or beam to the shearwalls. The new DSC5 has been designed to optimize fastener location, resulting in a connector that outperforms the DSC4 with fewer fasteners. The DSC2 is a smaller, lighter version that installs with fewer screws.

FEATURES

- The DSC5 requires 40% fewer fasteners than our previous DSC4, and gets 12% higher loads
- Left hand and right hand versions available
- DSCs install with the Simpson Strong-Tie® SDS 1/4" x 3" screws provided

MATERIAL: DSC2—7 gauge, DSC5—3 gauge

FINISH: DSC2—Galvanized; DSC5—Simpson Strong-Tie® gray paint

INSTALLATION: • Use all specified fasteners; see General Notes.

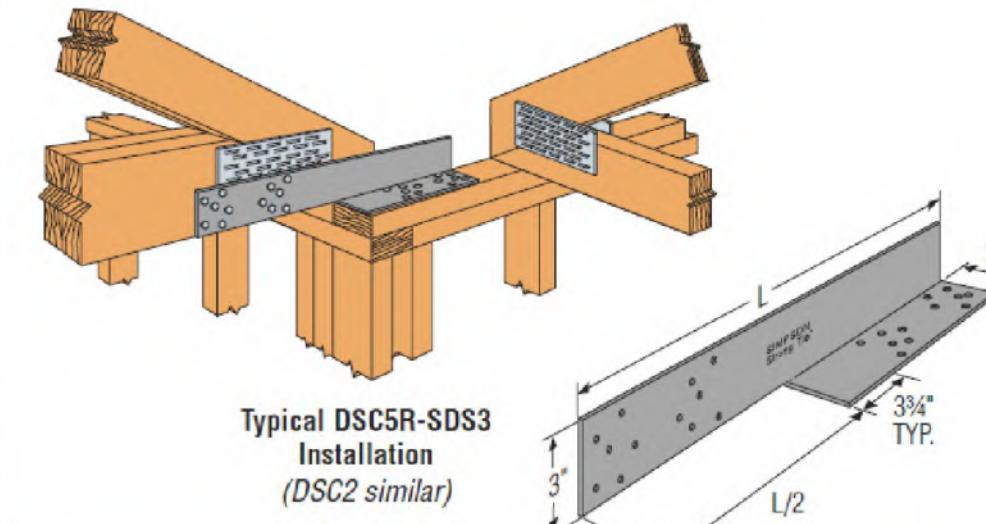
- Strong-Drive® SDS screws are provided.

CODES: See page 20 for Code Reference Key Chart.

Model No.	L (in.)	Fasteners	DF/SP Allowable Loads		SPF/HF Allowable Loads		Code Ref.
			Compression (180)	Tension (180)	Compression (160)	Tension (160)	
DSC2R/L-SDS3	16	20-SDS 1/4" x 3"	2590	3720	1865	2680	F26
DSC4R/L-SDS3	Discontinued—See DSC5R/L-SDS3						
DSC5R/L-SDS3	21	24-SDS 1/4" x 3"	4745	5925	3415	4265	160

1. Allowable loads have been increased 60% for wind or earthquake loading with no further increase allowed; reduce where other loads govern.

2. Simpson Strong-Tie® SDS screws minimum penetration is 2 1/2", minimum end distance is 2 1/4" for DSC2 and 3 1/4" for DSC5 and minimum edge

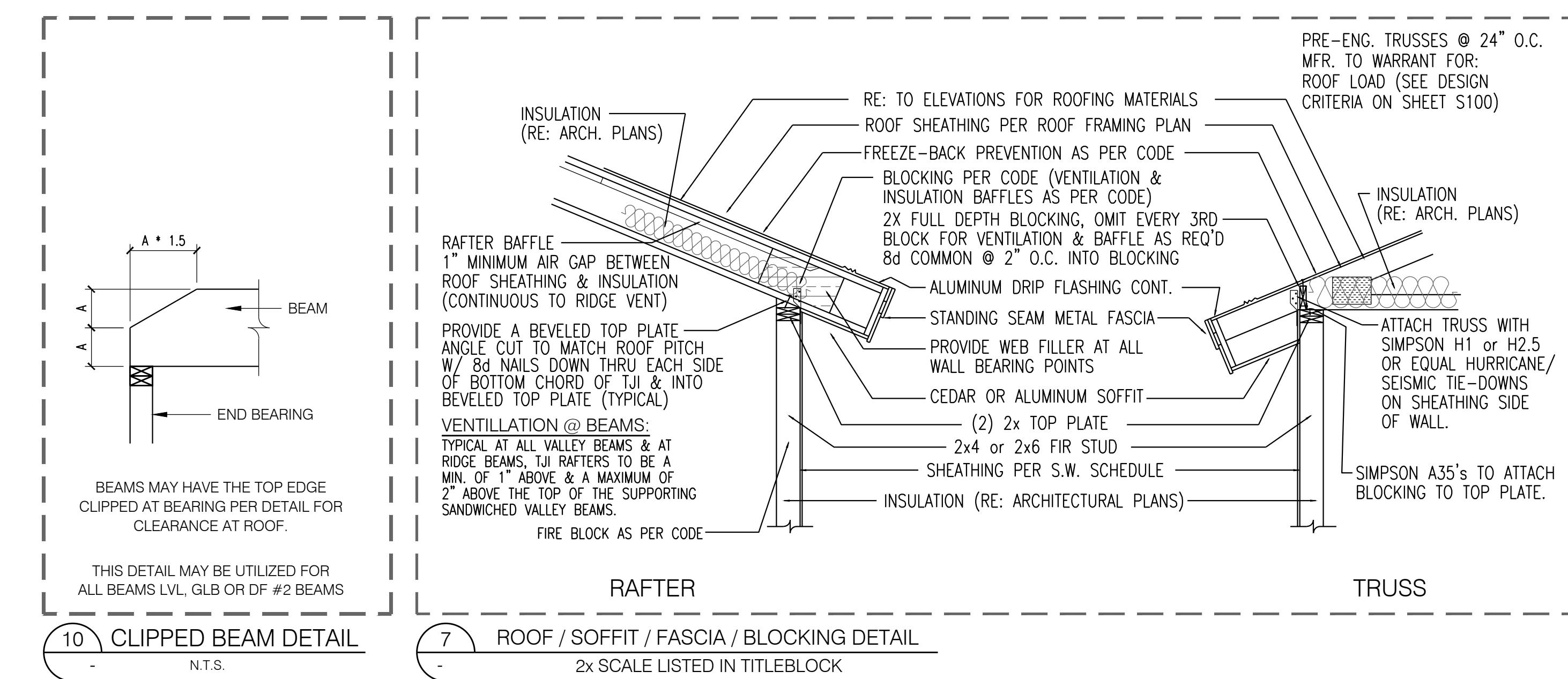


Typical DSC5R-SDS3
Installation
(DSC2 similar)

DSC5R/L-SDS3
(DSC2 similar)
(Right hand DSC
shown; specify right or
left hand when ordering)

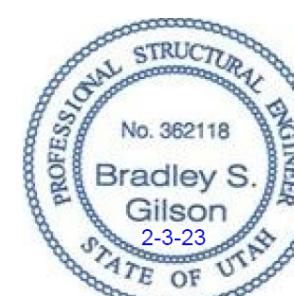
U.S. Patent 6,655,096

SIMPSON DSC DRAG STRUT CONNECTOR

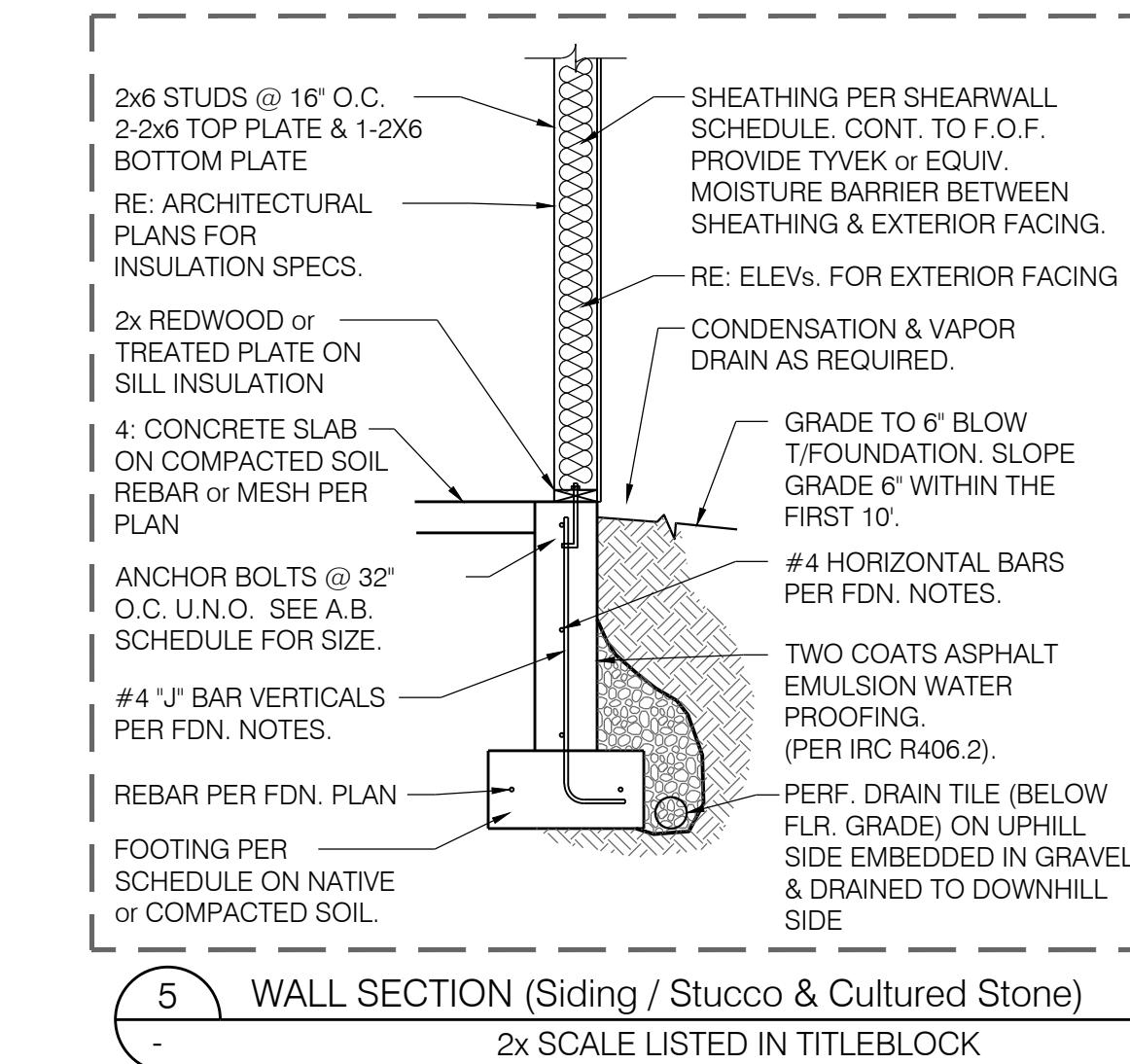


10 CLIPPED BEAM DETAIL
N.T.S.

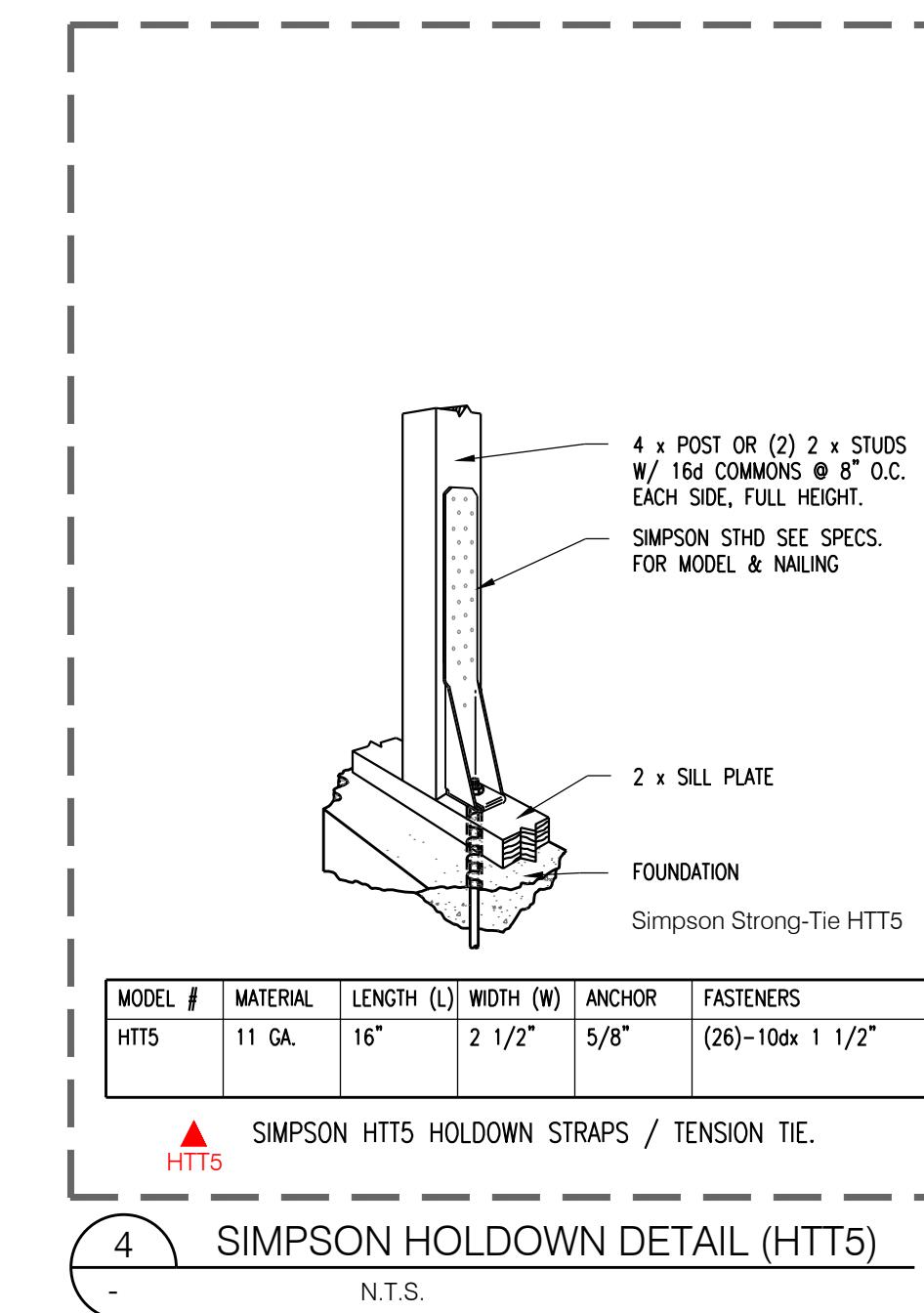
7 ROOF / SOFFIT / FASCIA / BLOCKING DETAIL
2x SCALE LISTED IN TITLEBLOCK



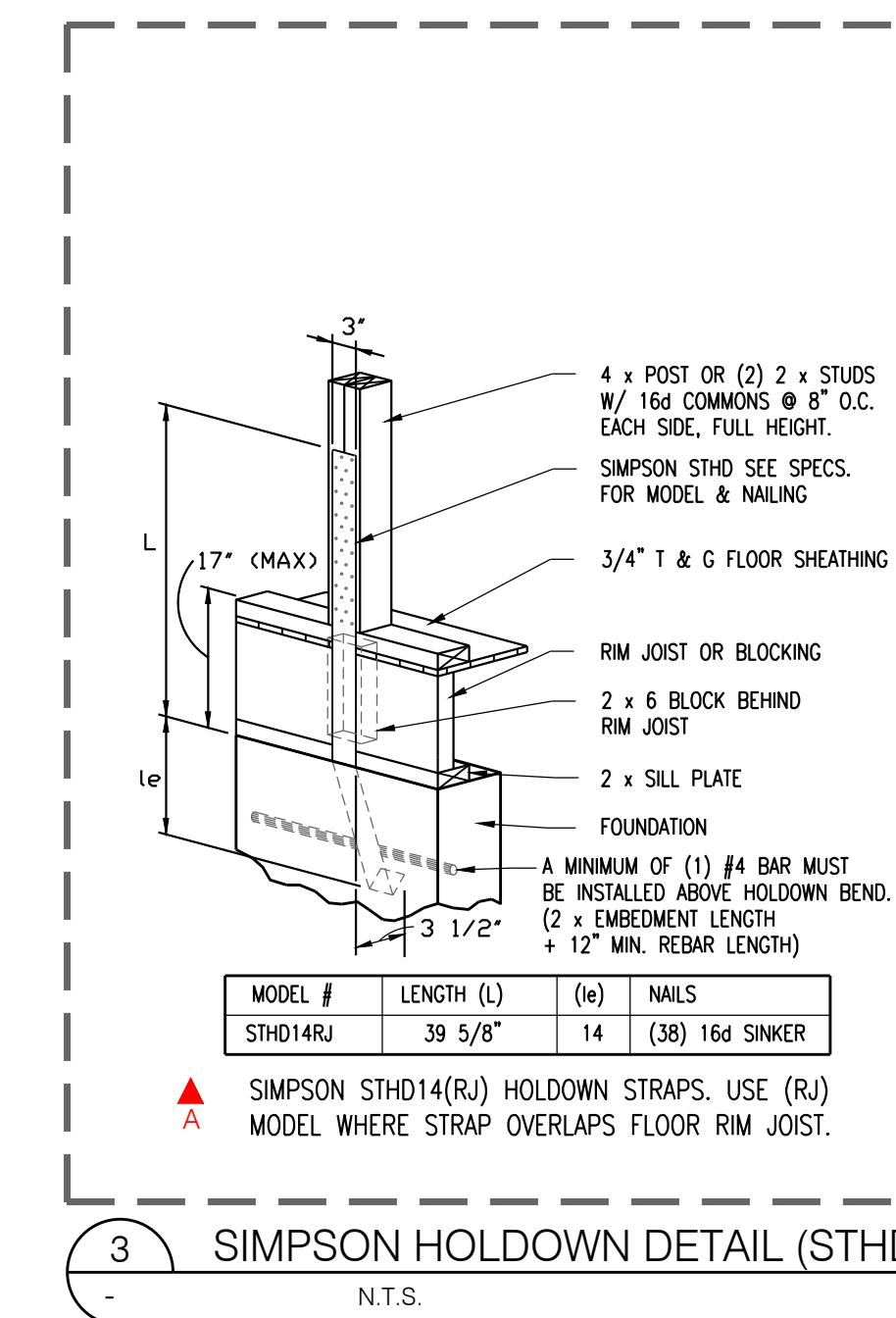
B. Gilson



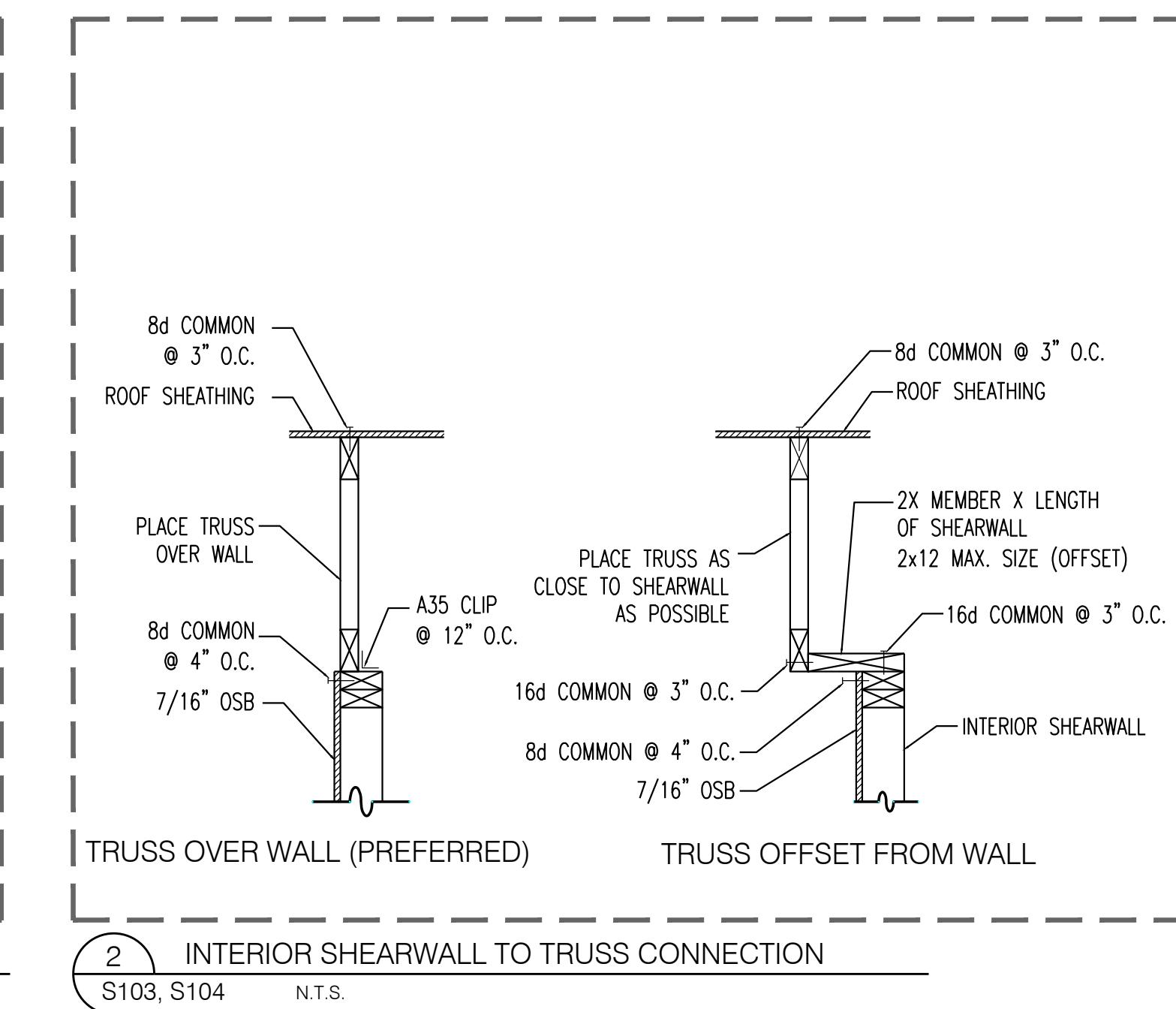
5 WALL SECTION (Siding / Stucco & Cultured Stone)
2x SCALE LISTED IN TITLEBLOCK



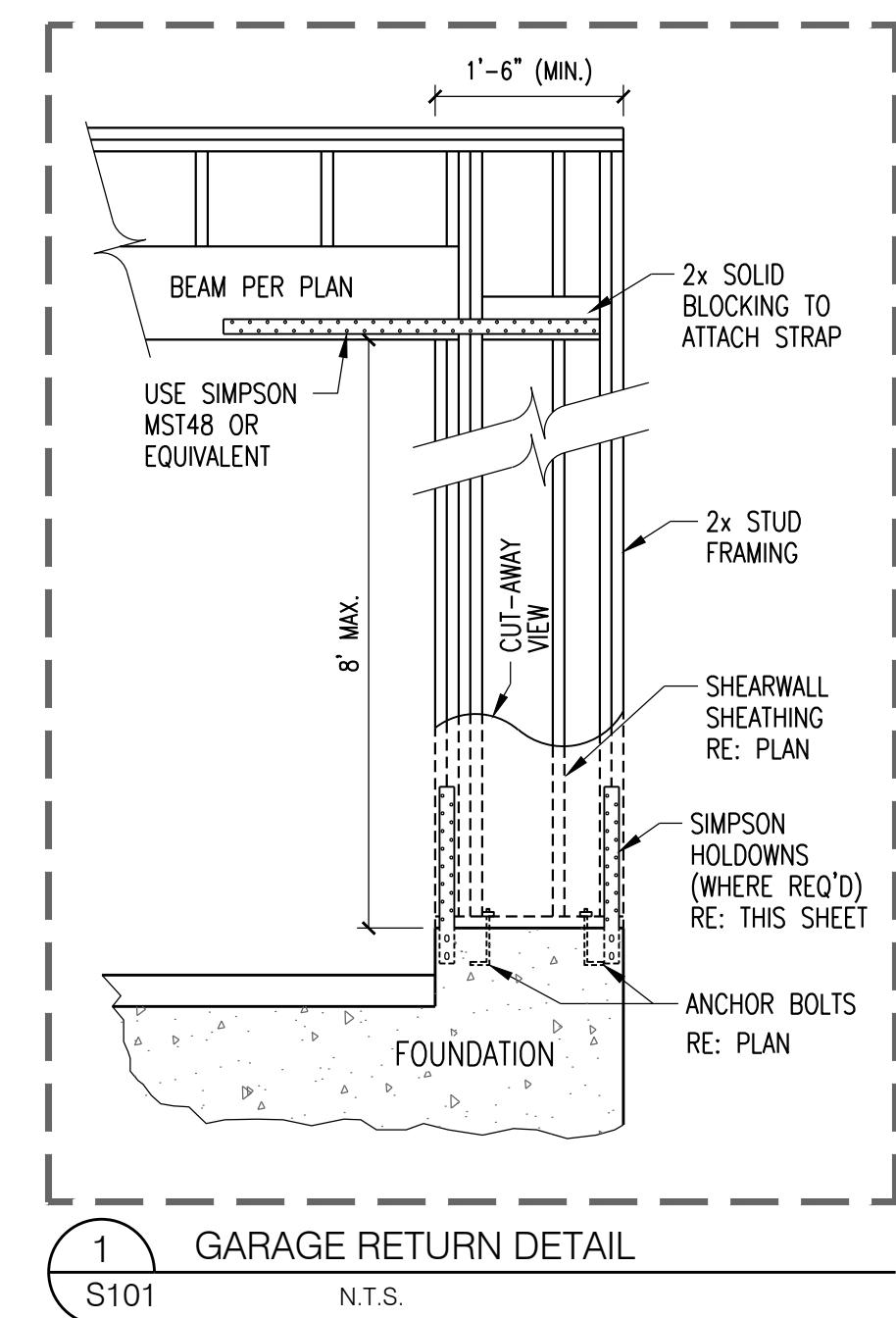
4 SIMPSON HOLDOWN DETAIL (HTT5)
N.T.S.



3 SIMPSON HOLDOWN DETAIL (STHD)
N.T.S.



2 INTERIOR SHEARWALL TO TRUSS CONNECTION
S103, S104 N.T.S.



1 GARAGE RETURN DETAIL
S101 N.T.S.

Planning Commission Staff Report

Subject: Public Hearing – Rezone – 2024 N 4500 W
Author: Troy Moyes, City Planner
Department: Community Development
Date: February 23, 2023



Background

Jeramie Humphries is requesting a rezone of his property located at 2024 N 4500 W from A-40 to R-1 Residential. Located within the Davis Farms West Subdivision, the subject property is 3.42 acres in size. Currently, the property is zoned A-40 Agricultural and has an existing home. In the General Plan, this and other properties in this area are designated as future R-1 residential areas.

During its work session meetings on January 12, 2023, and February 9, 2023, the Planning Commission discussed this request and provided feedback to the applicant. In order to gather feedback and views from the public regarding this matter, notices have been posted and sent to the surrounding property owners informing them of the scheduled public hearing.

Process

Rezone requests are a legislative action. In legislative matters, the Planning Commission and City Council have broad discretion, provided it can be demonstrated that their action will promote or protect the overall welfare of the community. As part of the rezone application process, the City Council recently requested applicants submit a concept plan and a development agreement.

The rezone requires a public hearing and recommendation from the Planning Commission, before a final decision is made by the City Council. Since the development agreement seeks to vary from any requirements of the zoning ordinance, it must also have a public hearing and recommendation from the Planning Commission

Analysis

According to the applicant, his property along with the adjacent property to the south (Brad Devereaux, who was recently recommended to rezone his property from A-40 to R-1) will be subdivided into 16 single-family building lots. Together, the two parcels cover 6.94 acres. The R-1 zone (2.2 units/acre) would allow up to 15 units between the two parcels. Updated plans received on February 1, 2023 show extending the public street north, into the project, while connecting 4500 West with a private road (rather than a cul-de-sac). As part of the application, the applicant has also included several items for inclusion in the development agreement. These are:

- The addition of one lot, for a total of 16 lots. The density calculation for these two properties is set at 15.268 total units. The applicant is requesting that the number be rounded to 16 total units.
- Removal of the parkstrip and reduction of the side setback of the first two lots off of 4500 West; to accommodate a private road.
- Dedicate a public easement for the public road to connect to the north end of the project.
- Requiring architectural standards that include 20 percent rock or brick on front of all houses and no aluminum siding.

The concept plan will be attached to the development agreement, however, the developer will still be required to go through the subdivision process if the zoning and development agreement are approved. The subdivision still has to meet all other zoning and engineering requirements.

Recommendation

This item is on for public hearing and possible action. The zoning complies with the general plan. The Planning Commission needs to decide if the zoning and development agreement comply with the intent of the general plan for this area.

Attachments

Application

General Plan and Current Zoning Maps

Concept Plans

Draft Development Agreement



West Point City
3200 W 300 N
West Point, UT 84015
www.westpointcity.org
Phone: 801-776-0970
Fax: 801-525-9150

APPLICATION FOR PROPERTY REZONING

APPLICATION DATE: July 12 2022 APPLICANT PHONE #: (801) 628-4063
APPLICANT NAME: Jeremie Humphries
MAILING ADDRESS: 2024 North 4500 West Hooper Utah 84315
PROPERTY OWNER(S)' SIGNATURE: Jeremie Humphries

REZONE PROPERTY ADDRESS(ES): _____

REZONE PARCEL ID #(S): _____

LEGAL DESCRIPTION(S) (MAY ATTACH COPY): _____

CURRENT ZONING: Agriculture PROPOSED ZONING: R1

PURPOSE OF REZONE REQUEST: Building lots, Patio homes

AFFADAVIT: (SEE PAGE 2)

FOR OFFICE USE

FEES FOR REQUEST: \$250 DATE PAID: _____

Check #: _____

Credit/Debit Card

Cash

PLANNING COMMISSION ACTION: _____ DATE: _____

CITY COUNCIL ACTION: _____ DATE: _____

**HUMPHRIES SUBDIVISION
4500 WEST
WEST POINT, UTAH**

PROJECT TITLE

REVISIONS

ENGINEERS STAMP

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0  1
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

PROJECT STATUS

CONCEPT PLAN

PROJECT INFO.

Engineer: _____
Drawn: _____
Checked: _____
Date: 02/01/2023
Proj. No.: _____

SHEET TITLE

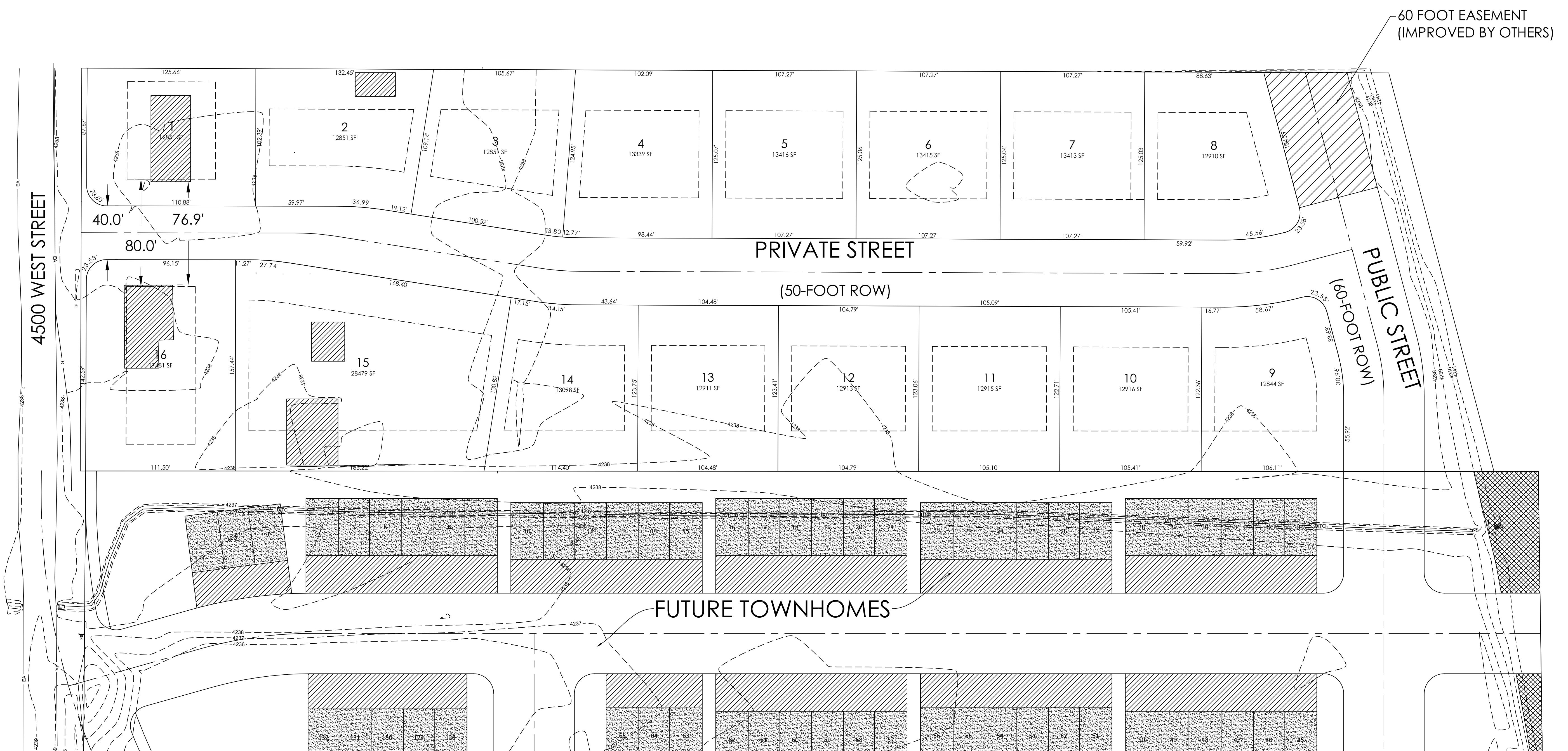
**CONCEPT
PLAN**

SHEET NO.

C100

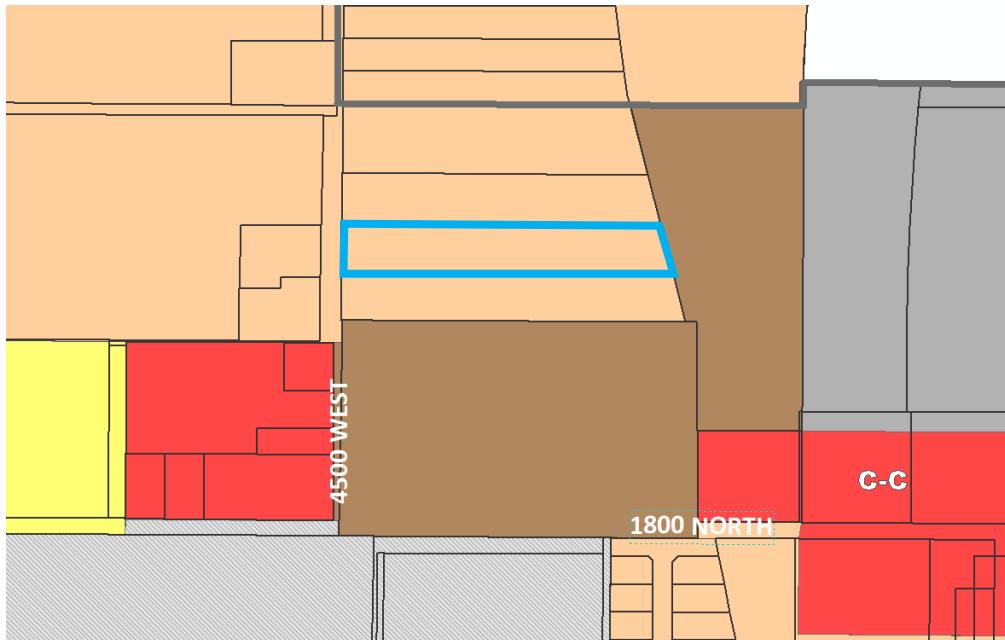
SITE STATISTICS

ZONING: R-1
DENSITY ALLOWED: 2.2 UNITS
GROSS AREA: 6.94 ACRES
TOTAL UNITS: 15
PUBLIC ROAD: 60 FEET WIDE
FRONT: 30
SIDE: 10
REAR: 30



Notice To Contractors:

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY THE SURVEYOR OR CITY PROFESSIONAL STAFF. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE. IF ANY CONFLICT/DISCREPANCY ARISE, PLEASE CONTACT THE ENGINEER OF RECORD IMMEDIATELY. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS.



West Point City

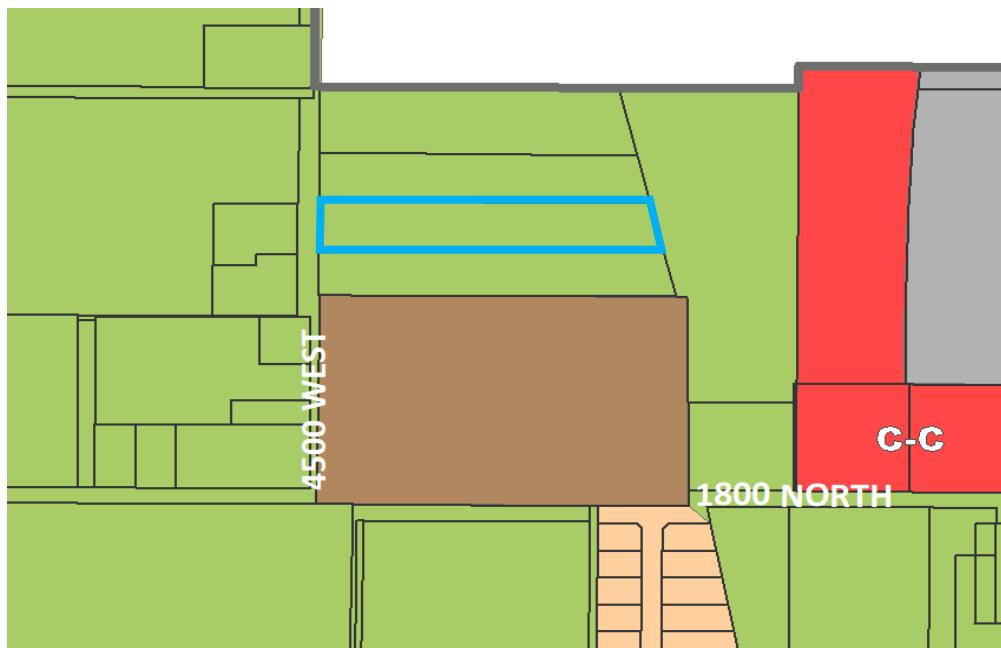
General Plan Map

Adopted May 17, 2022

- R-1** (RESIDENTIAL 2.2 UNITS PER ACRE - 12,000 SQ. FT.)
- R-2** (RESIDENTIAL 2.7 UNITS PER ACRE - 10,000 SQ. FT.)
- R-3** (RESIDENTIAL 3.6 UNITS PER ACRE - 9,000 SQ. FT.)
- R-4** (RESIDENTIAL 8.0 UNITS PER ACRE)
- R-5** (RESIDENTIAL 20 UNITS PER ACRE)
- A-40** (AGRICULTURAL 1 UNIT PER ACRE)
- A-5** (AGRICULTURAL AND FARM INDUSTRY 1 UNIT PER 5 ACRES)
- N-C** (NEIGHBORHOOD COMMERCIAL)
- C-C** (COMMUNITY COMMERCIAL)
- R-C** (REGIONAL COMMERCIAL)
- P-O** (PROFESSIONAL OFFICE)
- R/I-P** (RESEARCH AND INDUSTRIAL PARK)

PARKS / RECREATIONAL

PUBLIC / INSTITUTIONAL



West Point City

Current Zoning

Updated June 21, 2022

- R-1** (RESIDENTIAL 2.2 UNITS PER ACRE - 12,000 SQ. FT.)
- R-2** (RESIDENTIAL 2.7 UNITS PER ACRE - 10,000 SQ. FT.)
- R-3** (RESIDENTIAL 3.6 UNITS PER ACRE - 9,000 SQ. FT.)
- R-4** (RESIDENTIAL 8.0 UNITS PER ACRE)
- R-5** (RESIDENTIAL 20 UNITS PER ACRE)
- A-40** (AGRICULTURAL 1 UNIT PER ACRE)
- A-5** (AGRICULTURAL AND FARM INDUSTRY 1 UNIT PER 5 ACRES)
- N-C** (NEIGHBORHOOD COMMERCIAL)
- C-C** (COMMUNITY COMMERCIAL)
- R-C** (REGIONAL COMMERCIAL)
- P-O** (PROFESSIONAL OFFICE)
- R/I-P** (RESEARCH AND INDUSTRIAL PARK)

PARKS / RECREATIONAL

PUBLIC / INSTITUTIONAL

AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN WEST POINT CITY AND

THIS AGREEMENT for the development of land (hereinafter referred to as this “**Agreement**”) is made and entered into this 15 day of February 2023, 2023 between WEST POINT CITY, a municipal corporation of the State of Utah (hereinafter referred to as “**City**”), and Jhumphriesconstructioninc., a Utah corporation Brad Devereaux (hereinafter referred to as “**Master Developer**”). City and Master Developer collectively referred to as the “**Parties**” and separately as “**Party**.”

RECITALS

WHEREAS, the City has considered an application for a zone change from the present zoning of A-40 (Agricultural) to R-1 (Residential) of certain property located at approximately 4500 West and 2024 North and 4500 West 2010 North contained by (hereinafter the “**Subject Area**”); and

WHEREAS, the overall Subject Area consists of approximately 6.94 acres; and WHEREAS, the overall Subject Area is described in legal descriptions in more detail in “**Exhibit A**” attached hereto; and

WHEREAS, Master Developer is the current owner of the Subject Area and has presented a proposal for development of the Subject Area to the City, which provides for development in a manner consistent with the overall objectives of West Point City’s General Plan, and is depicted in more detail on “**Exhibit B**” attached hereto (the “**Concept Plan**”); and

WHEREAS, the City has considered the overall benefits of developing the Subject Area as a R-1 to allow for increased residential density in exchange for improved home construction standards, landscaping, and maintenance requirements pertaining to the Subject Property; and

WHEREAS, Parties desire to enter into this Agreement to provide for the rezoning of the Subject Area in a manner consistent with the overall objectives of the City’s General Plan and the intent reflected in that General Plan; and

WHEREAS, City is willing to grant R-1, zoning approval for the Subject Area as shown on the Concept Plan subject to Master Developer agreeing to certain limitations and undertakings described herein, which Agreement will enable the City Council to consider the approval of such development; and

WHEREAS, City believes that entering into the Agreement with Master Developer is in the best interest of the City and the health, safety, and welfare of its residents.

NOW, THEREFORE each of the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree as follows:

ARTICLE I

DEFINITIONS

The following terms have the meaning and content set forth in this Article I, in this Agreement:

1.1 “City” shall mean West Point City, a body corporate and politic of the State of Utah. The principal office of City is located at 3200 West 300 North, West Point, Utah 84015.

1.2 “City’s Undertakings” shall mean the obligations of the City set forth in Article III.

1.3 “Master Developer” shall mean JhumphriesconstructionInc., a Utah corporation. and Brad Devereaux Except where expressly indicated in this Agreement, all provisions of the Agreement shall apply jointly and severally to the Master Developer or any successor in interest to the Master Developer’s interest hereunder. In the interest of advancing the development of the Subject Property, however, any responsibility under this Agreement may be completed by any Project Developer so that the completing Project Developer may proceed with their Project on their respective parcel.

1.4 “Master Developer’ Undertakings” shall have the meaning set forth in Article IV.

1.5 “Project” means a separate phase or area of the Subject Property to be developed by a Project Developer pursuant to the terms of this Agreement.

1.6 “Project Developer” means the developer of a separate phase or area of the Subject Property that has received assumed the rights and obligation of Master Developer under this Agreement with respect to a Project.

1.7 “Subject Area” shall have the meaning set forth in the Recitals hereto.

ARTICLE II CONDITIONS PRECEDENT

2.1 The zoning of the Subject Area consistent with the Concept Plan is a condition precedent to Master Developer’ Undertakings in Article IV. The zoning of the Subject Area shall reflect the general concept and schematic layout of the Concept Plan, which includes:

2.1.1 6.94 acres of R-1 zoning (Single-Family Residential) zoning;

2.2 With respect to all zoning designations, Master Developer agrees to design and construct superior quality structures and amenities and to comply with all landscaping provisions of the West Point City Ordinances and specific setback, landscaping requirements of Article IV of this agreement.

2.3 This Agreement shall not take effect until City has approved this Agreement pursuant to a resolution of the West Point City Council.

ARTICLE III CITY'S UNDERTAKINGS

3.1 Subject to the satisfaction of the conditions set forth in Section 2.2 and Article II, City shall accept an application for the rezone of the Subject Area from its present zoning of A-40 and to R-1 with an effective date no sooner than the effective date and adoption of this Agreement by the City Council, and shall hold a public hearing and follow the process outlined in the City Code before rezoning the property. If the rezone is not approved, then this Agreement shall be null and void. Any zoning amendment shall occur upon finding by the City Council that it is in the best interest of the health, safety and welfare of the citizens of West Point City to make such changes at this time. All permits and site plan reviews and approvals shall be made pursuant to City ordinances. Nothing herein shall be construed as a waiver of the required reviews and approvals required by City ordinance.

3.2 If approved by the City Council, the City shall grant a R-1 (Residential)

ARTICLE IV MASTER DEVELOPER' UNDERTAKINGS

Conditioned upon City's performance of its undertakings set forth in Article III with regards to the zoning changes of the Subject Area, and provided Master Developer has not terminated this Agreement pursuant to Section 8.8, Master Developer agrees to the following:

4.1 house look. Master Developer shall Require 20% rock or brick on front of house within the proposed subdivision.

4.2 Land Dedication. Master Developer shall dedicate land on property to the East to be used for future public Road Approximately 130 feet to be finished by future Developers. Road running east and west to be a private road, A 6 Foot sidewalk will be installed next to curb and gutter eliminating parkstrip.In addition West Point city will allow for 16 lots and a variance for lots 1 and 16 to accommodate setbacks.

4.3 Maintenance. Master Developer shall maintain or cause to be maintained all lots prior to the sale of the same.

4.4 HOA and CCRs. Master Developer shall record Covenants, Conditions and Restrictions providing for the following:

4.1.1 The creation of a home owners' association with bylaws to maintain the common areas of the applicable subdivision.

4.1.2 The following restrictions on the single family home lots:

- i. Front facades to be at least 20% brick, rock or stone, with the remainder of the front façade to be fiber cement board, brick, stone or stucco.
- ii. 3 ft. wainscot of brick or rock on sides of the home. Minimum square footage of 1,450 sq. ft. on main level for rambler style homes.
- iii. Minimum square footage of 2,000 sq. ft. above grade for two story style homes.
- iv. Minimum square footage of 1,750 sq. ft. for one story, slab on grade style homes.
- v. All homes will have a minimum 2 car garage.
- vi. No vinyl siding will be allowed.

4.5 Amendments. Master Developer agree to limit development of the Subject Area to the residential and open space uses provided for herein. If other uses are desired, Master Developer agrees to seek an amendment of this Agreement providing for such additional uses.

4.6 Conflicts. Except as otherwise provided, any conflict between the provisions of this Agreement and the City's standards for improvements, shall be resolved in favor of the stricter requirement.

ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF THE CITY

5.1 Issuance of Permits - Master Developer. Master Developer, or the applicable Project Developer, shall have the sole responsibility for obtaining all necessary building permits in connection with Master Developer' Undertakings pertaining to the applicable Project and shall make application for such permits directly to West Point City and other appropriate agencies having authority to issue such permits in connection with the performance of Master Developer' Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

5.2 Completion Date. The Master Developer or applicable Project Developer shall, in good faith, reasonably pursue completion of the applicable Project or Projects. Each phase or completed portion of a Project must independently meet the requirements of this Agreement and the City's ordinances and regulations applicable thereto, such that it will stand alone, if no further work takes place on the Project.

5.3 Access to the Subject Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Master Developer and their contractor, representatives of City shall have the right to access the Subject Area without charges or fees during the period of performance of the Master Developer' Undertakings.

ARTICLE VI

REMEDIES

6.1 Remedies for Breach. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot be reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:

6.1.1 Cure or remedy such default is pursued, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; and

6.1.2 If Master Developer or the applicable Project Developer fails to comply with applicable City codes, regulations, laws, agreements, conditions of approval, or other established requirements, City is authorized to issue orders requiring that all activities within the applicable Project cease and desist, that all work therein be stopped, also known as a "Stop Work" order.

6.2 Enforced Delay Beyond Parties' Control. For the purpose of any other provisions of this Agreement, neither City nor Master Developer, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

6.3 Extension. Any Party may extend, in writing, the time for the other Party's performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any of any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.

6.4 Rights of Master Developer. In the event of a default by a Project Developer, Master Developer may elect, in their discretion, to cure the default of such Project Developer, provided, Master Developer's cure period shall be extended by thirty (30) days.

ARTICLE VII

VESTED RIGHTS—INFRASTRUCTURE IMPROVEMENTS

7.1 **Vested Rights.** Master Developer shall have the vested right to have preliminary and final subdivision plats, or preliminary and final site plans, as applicable, approved and to develop and construct the Subject Area in accordance with and subject to compliance with the terms and conditions of this Agreement and applicable provisions of the City Code. Where any conflict or ambiguity exists between the provisions of the Code and this Agreement (including the exhibits to this Agreement), this Agreement shall govern. Notwithstanding the foregoing, however, the rights vested as provided in this Agreement are not exempt from the application of the Code and to subsequently enacted ordinances to the extent such exemption would impair City's reserved legislative powers under Section 7.2, below.

7.2 **Reserved Legislative Powers.** The Parties acknowledge that City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to City those police powers that cannot be so limited. Notwithstanding the retained power of City to enact such legislation under the police powers, such legislation shall only be applied to modify any development standards that are applicable to the Project under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine of the State of Utah. Any such proposed legislative changes shall be of general application to all development activity in City. Unless City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

7.3 Infrastructure and the Provision of Municipal Services.

7.3.1 **Construction of Necessary Infrastructure.** Master Developer shall have the obligation to construct or cause to be constructed and installed all of the public or private infrastructure which are located on and/or necessary to service any portion of each applicable Project, including, without limitation, roads, utilities and any off-site improvements necessary to connect to existing utilities.

7.3.2 **Third Party Service Providers.** City will only be the service provider of the [INSERT] and storm drainage facilities to service each applicable Project. Master Developer or the applicable Project Developer shall be responsible to obtain the approval and incur the costs of constructing any off-site and on-site infrastructure and improvements from third party service providers (including, but not limited to, Rocky Mountain Power, Questar Gas and [INSERT]) that are necessary to service any Project. City shall reasonably cooperate, as necessary, in seeking approval and permits from such third party service providers.

7.3.3 **Maintenance of Private Roads and Improvements.** Master Developer or the applicable Project Developer shall have the duty to maintain or cause to be

maintained all private roads and areas designated as such on subdivision plats that are located on the Subject Area.

ARTICLE VIII **GENERAL PROVISIONS**

8.1 Successors and Assigns of Master Developer. This Agreement shall be binding upon Master Developer and its successors and assigns, and where the term "Master Developer" is used in this Agreement it shall mean and include the successors and assigns of Master Developer. The City shall not unreasonably withhold or delay its consent to any assignment or change in Master Developer (successor or assign of Master Developer) of the Subject Area.

8.2 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Master Developer: JhumpriesconstructionInc.
Attn: Jeramie Humphries
2024 North 4500 West
Hooper Ut 84315
jhumpriesconstructioninc@gmail.com

To City: WEST POINT CITY CORPORATION
3200 West 300 North
West Point, Utah 84015

Upon at least ten (10) days prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of America.

If any Notice is transmitted by facsimile or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof, provided a copy of such Notice is deposited in regular mail on the same day of transmission.

8.3 Third Party Beneficiaries. Any claims of third party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Master Developer.

8.4 Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.

8.5 Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the City and the Master Developer or Project Developer affected by the amendment.

8.6 Exhibits Incorporated. Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

8.7 Attorneys' Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees.

8.8 Termination. Except as otherwise expressly provided herein, the obligation of the Parties shall terminate upon the satisfaction of the following conditions:

8.8.1 With regard to Master Developer' Undertakings, performance of the Master Developer' Undertakings as set forth herein.

8.8.2 With regard to City's Undertakings, performance by City of City's Undertakings as set forth herein.

Upon Master Developer's request (or the request of Master Developer' assignee), the other Party agrees to enter into a written acknowledgment of the termination of this Agreement, or part thereof, so long as such termination (or partial termination) has occurred.

8.9 Recordation. This Agreement shall be recorded upon approval and execution of this Agreement by the Master Developer and the City's granting of the zoning approvals contemplated in Article II.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

WEST POINT CITY CORPORATION

GARY PETERSEN, Mayor Pro Tem

ATTEST:

CASEY ARNOLD, City Recorder

Jhumphriesconstructioninc.,

a Utah corporation

Brad Devereaux

Jeramie humphries. President

Brad Devereaux

EXHIBIT A

Legal Description of Property

EXHIBIT B

Concept Plan