

SOUTH WEBER CITY CITY COUNCIL MEETING

DATE OF MEETING: 23 July 2019

TIME COMMENCED: 6:00 p.m.

LOCATION: South Weber City Office at 1600 East South Weber Drive, South Weber, UT

PRESENT: MAYOR:

Jo Sjoblom

COUNCIL MEMBERS:

Blair Halverson

Kent Hyer

Angie Petty (excused)

Merv Taylor

Wayne Winsor

CITY RECORDER:

Lisa Smith

CITY MANAGER:

David Larson

FINANCE DIRECTOR:

Mark McRae

Transcriber: Minutes transcribed by Michelle Clark

ATTENDEES: Paul Sturm, Frank Kucki, Julie Losee, Linda Marvel, Burke Johnson, Michael Grant, Stacey Eddings, Tonya Mackintosh, Cory Mackintosh, Landy Ukena, Brandyn Bodily, Elizabeth Rice, Sherrie West, Mark West, Chris Humpherys, Debi Waters, Brent Johnson, Melissa Petersen, and Jean Jenkins.

Mayor Sjoblom called the meeting to order and welcomed those in attendance. She announced there have been cards placed on the table in the back of the room which are not affiliated with the City.

PLEDGE OF ALLEGIANCE: Councilman Winsor

PRAYER: Councilman Hyer

CONFLICT OF INTEREST: None

PUBLIC COMMENTS:

Mayor Sjoblom reminded those in attendance of the proper procedures for public comments. They are as follows:

- a. Please state your name and address
- b. Please keep public comments to 3 minutes or less per person
- c. Please address the entire city council
- d. City council will not respond during the public comment period

Frank Kucki, 2323 View Drive, voiced his concerns that when traffic is backed up on Highway 89, vehicles travelling north take the South Weber Exit to make a U-turn and then get back on Highway 89. He explained this is a safety hazard for motorcyclists. He noted today was the first time he has seen a Davis County Sheriff's officer monitoring that intersection. He asked the Council to pass his thanks along to them. He recommended the City install a "no U-turn" sign.

Paul Sturm, 2527 Deer Run Drive, was worried about the proposed development on 2700 East (The Lofts at Deer Run). He recounted that on 10 August 2017 when the Planning Commission held a public hearing on this parcel, property owner Laurie Gale requested a rezone to the Commercial Overlay (CO) Zone. She verbally asked to remove one parcel from the application. He believed no public notice was placed on the actual property for the rezone in 2017. He referenced the Planning Commission meeting held on June 13th of this year and said Barry Burton stated the City doesn't have enough sewer capacity which may create liability issues with the state. Mr. Sturm felt Commissioner Rob Osborne's expressed unease with this development was never relayed to the City Council. He pointed out a discrepancy between the development agreement and the application. He envisioned the possibility that in four to five years Highway 89 may be reconstructed and there could be a twenty (20) foot tall noise/sound wall which with the thirty-three (33) foot elevation planned in this development would create a tunnel. The sound wall would block any view of South Weber City for anyone traveling past. He believed the blocked view would make commercial success in that area nearly impossible; therefore, leaving empty commercial buildings. He communicated apprehension with the attitude of the developer, Henry De Verona. He articulated the developer is not meeting the requirements for the C-O Zone. He provided documentation to support his observations (SEE ATTACHED)

Michael Grant, 2622 Deer Run Drive, expressed his appreciation for the City's open house which he attended last week. He was grateful for the opportunity to meet and discuss items with the City Council. He requested a letter to be sent with the City's utility bill proposing how much taxes will go up if commercial zones are not part of the City's General Plan. He attended the August 2017 meeting when Laurie Gale (2700 East property owner) announced she had someone interested in developing a day care on this property. He declared there was no discussion of a mixed-use development at that time.

Linda Marvel, 8087 S. 2700 E., addressed the proposed Deer Run Lofts and her opposition to this type of development in South Weber City. She claimed the developer is violating the zoning in that area. She requested the City hold the developer to strict standards of compliance. She didn't believe the City should allow high density housing anywhere. She felt the proposed condominiums will attract a transient population which will affect the school system. She questioned the City's desire for retail at this location as the increase in traffic would be significant.

Stacey Eddings, 2645 E. 7800 S., stated she is highly opposed to the Deer Run Development. She was against looking at cheap condominiums out her back door. She noted this development will have an impact on the economy and people who live in South Weber. She believed parking will create issues with people parking along the frontage road.

Julie & Aaron Losee, 2541 E. 8200 S., were concerned with the Lofts Development access, parking, and impact on the City. Julie related their feeling that this project is being proposed at the wrong location within the City.

Brent & Corinne Johnson, 8020 S. 2500 E., brought up the safety risk to children and adults walking down the street if the Lofts project proceeds.

Brandyn Bodily, 2408 E. 8240 S., thanked the Mayor, Council, and City employees for their service. He recommended a “no U-turn” sign be posted for those coming off the South Weber Exit of Highway 89. Concerning the Deer Run Development, he had misgivings that if the City doesn’t widen 2700 East, there would be a significant number of vehicles parking on the frontage road because there isn’t enough parking within the development itself. He referenced the curve in the road which creates a blind spot and proposed a turning lane. He thought the high amount of density is ridiculous for that parcel and expressed it isn’t wise planning. He reiterated 74 units is too many for that property.

Melissa Petersen, 8030 S. 2350 E., commented that South Weber City doesn’t need more high-density housing. She would like to see South Weber keep its small-town feel.

Chris Humpherys, 2518 E. 8200 S., listed what she loves about South Weber City. She hoped this development will not take place. She feared it will eventually turn into a slum with those types of units.

Elizabeth Rice, 7875 S. 2310 E., desired the City to look at what the citizens can support commercially. She questioned whether the development at Deer Run Flats creates the right flow for the City.

Jean Jenkins, 2065 E. Cedar Bench Drive, questioned if the Lofts at Deer Run is a done deal. She recalled that when she built her home there were strict requirements to follow in the building process. She specifically referenced the setback from the sidewalk which is not necessitated for the proposed development. She expressed the same building standards should apply.

Mayor Sjoblom thanked those in attendance and turned the time over to the council for response.

Councilman Taylor disclosed he has talked to Davis County Sheriff’s Department concerning the need for a “no U-turn” sign.

Councilman Hyer commented that he has lived in South Weber City for 40 years. He explained that developers propose projects and bring them forward to the City. He assured those in attendance that a developer is required to follow City Code. He pointed out the City is mandated to allow a certain amount of high-density housing or money is withheld from the state. He added his thanks to those attending.

Councilman Winsor explained the Lofts at Deer Run is far from a done deal: The process includes a preliminary plan review and there is nothing set in concrete. He assured individuals that their comments help and can be brought up during the Sketch Plan and Planning Commission meetings. He reminded residents that as the City continues the process of updating the General Plan, they need to be involved and voice their opinions. The City Council is required to follow current City Ordinance. He emphasized we can’t change code after a development has begun the process.

Mayor Sjoblom reminded those in attendance that they can reach out to her or the City Council at any time. She will take the comments very seriously and try her best to address those concerns.

Councilman Halverson related that he listened to the audio recording of 10 August 2017 and 22 August 2017. He pointed out there is a misconception that the development was only based on a day care center for this property. He explained during the Planning Commission meeting Commissioner Grubb stated there are many types of businesses that can be allowed in a C-O Zone--not just a day care center. He declared that was how it was presented to the City Council as well.

APPROVAL OF CONSENT AGENDA:

- a. May Budget to Actual**
- b. June Check Register**
- c. Minutes July 9, 2019**

Councilman Winsor pointed out an amendment to the 9 July 2019 minutes.

Councilman Taylor moved to approve the consent agenda with the minutes as amended. Councilman Halverson seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Hyer, Taylor, and Winsor voted aye. The motion carried.

RESOLUTION 19-35 Mutual Aid Agreement with Mountain Green Fire Department

Mayor Sjoblom explained South Weber City and Mountain Green Fire Departments both have occasional need for additional fire personnel and/or equipment. The State of Utah authorizes mutual aid agreements between cities. Fire Chief Tolman has been working with Mountain Green Fire Department concerning a mutual aid agreement with no cost or liability to either city. Councilman Winsor pointed out the mutual aid agreement has a space for the City Manager to sign, but if the Mayor should sign it should be changed. David Larson clarified the City Code states that the City Manager executes agreements.

Councilman Hyer moved to approve Resolution 19-35 Mutual Aid Agreement with Mountain Green Fire Department. Councilman Winsor seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Hyer, Taylor, and Winsor voted aye. The motion carried.

Approve spending for Fire Station roof repair

The South Weber Fire Station roof needs new shingles. The current roof has been damaged from multiple storms causing leaking into the attic and one of the upstairs bedrooms. Fire Chief Tolman requested multiple quotes and received two – Lifetime Roofing and Hopper Roofing. Lifetime's quote is \$28,793.00. Hopper's quote is \$22,825. The budget for this project is \$30,000. Captain Fessler explained that the shingles will be removed, and any damaged decking replaced. Councilman Hyer thanked the Department for getting multiple quotes. Mayor Sjoblom asked about the warranty time. Captain Fessler related they decided to go with a 30-year architectural roof because of the safety hazards that would result with snow melting off a 50-year metal roof and potentially blocking doorways.

Councilman Taylor moved to approve the bid of \$22,825 to Hopper Roofing for the South Weber Fire Station roof repair. Councilman Halverson seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Hyer, Taylor, and Winsor voted aye. The motion carried.

Approve purchase of 20 Self Contained Breathing Apparatus (SCBA) Bottles

Mayor Sjoblom related the South Weber Fire Department requested quotes to purchase 20 SCBA bottles. Apparatus Equipment & Service, Inc. is the only company in Utah that can provide the bottles that work with the current apparatus. The quote is \$16,931.65. The Fire Department budgeted \$29,000 to purchase 20 bottles and staff feels very comfortable purchasing at that price. Captain Cole Fessler discussed the reason for choosing Apparatus Equipment & Service, Inc. He did reach out to other companies, but Apparatus is the only dealer that can provide a Honeywell bottle for a Honeywell pack. Councilman Halverson questioned why bottles aren't rotated over time, so they are not all replaced at once. Captain Cole Fessler recounted they were all purchased at the same time with grant money, so they are due to be replaced, but he has been working on setting up a five-year cycle for replacement.

Captain Cole Fessler described yesterday's events. South Weber Fire responded to a three-alarm fire in Layton City honoring a Mutual Aid Agreement. Our fire fighters then responded to a fire on Hwy 89 with a vehicle fire fulfilling the Mutual Aid Agreement with Weber County. He emphasized the importance of having these agreements in place.

Councilman Hyer moved to approve the purchase of 20 Self Contained Breathing Apparatus (SCBA) Bottles from Apparatus Equipment & Service Inc. for \$16,931.65. Councilman Winsor seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Hyer, Taylor, and Winsor voted aye. The motion carried.

Approve purchase of OpenGov software package

Mayor Sjoblom reported City Staff has recognized a need in reporting the City's financial information to the citizens and the City Council. They have researched software that will connect to our current software and automatically download the City's financial data to present it through graphics and storytelling formats. After looking at several software options used by other cities in the state, they narrowed it down to two companies. This new software will allow staff to present financial information in more than a basic spreadsheet format. There will be user selectable charts and storyboards. The storyboards can be used to show pictures and narrative along with the dollars on major projects like South Bench Drive. This infographic information will be available on the City website. Staff will also be able to customize the financial data to meet the preferences of the City Council. The software vendor is OpenGov. The modules they are requesting for approval cost \$5,500 for one year. They propose reviewing the benefits after a year and deciding at that time whether to renew.

Councilman Hyer agreed graphs are easier to read than spreadsheets; however, he was concerned about the cost of \$5,500 annually. He pointed out that some of the graphs can be created in Excel. Mark McRae, Finance Director, said the City Staff doesn't have anyone who has enough knowledge with Excel. He has researched other Cities currently using this company. He explained it allows people to choose the data and format they want instead of staff predicting what might be requested.

Councilman Hyer asked if Mark can provide a couple of websites showing examples of the capabilities. Mark suggested the council look at Washington City's website. Councilman Winsor asked how often the City Staff is being approached by citizens of the community requesting financial information. Mark explained that he has discussed scenarios with David Larson, and they agreed it is a useful tool for the Council and the citizens. Councilman Winsor asked if this software is needed right now. David Larson understood the Council's concerns; however, the cost is in line with other software packages. He explained the City has received a significant discount in the cost which is typically \$15,000 a year. He felt it would be beneficial for the community, Council, Mark, and him.

Councilman Hyer moved to table the purchase of OpenGov software package to 20 August 2019 allowing the Council to receive more information. Councilman Halverson seconded the motion. Mayor Sjoblom called for the vote. Council Members Halverson, Hyer, Taylor, and Winsor voted aye. The motion carried.

New Business

Country Fair Days Parade: It was decided the City Council will meet at 10:15 for the parade on 10 August 2019. Councilman Hyer conveyed a banner will be displayed regarding Lisa Carter and her service with the Little Buckaroo Rodeo. He noted the City also lost Brandon Kap who traditionally helped with the Old Timers Softball Game.

South Bench Drive & South Weber Drive Intersection: David Larson, City Manager, reported the City recently received a proposal which affects the future intersection at South Bench Drive and South Weber Drive. He said the City would like to give input before the developer begins. He asked the City Council how they would like to proceed. Councilman Halverson disclosed the Planning Commission has requested the City conduct a feasibility study to help them proceed with the General Plan review. David said if we are going to have a vision to get up the hill, then the City needs to know whether it is possible. Councilman Winsor recommended going through the RFP process for a feasibility study of the intersection and the Council agreed. David said he will move forward with the RFP process.

REPORTS

Mayor Sjoblom: none

Councilman Taylor: He worked with the Davis County Sheriff's Department addressing the concerns with the U-turn off Highway 89.

Councilman Halverson: He attended the Restoration Advisory Board (RAB) meeting at Hill Air Force Base. The record of decision (ROD) review came in. He discussed the findings in which chemicals have been found for which testing wasn't being done. He reported the plumes are still shrinking. In Operable Unit #2 HAFB representatives will go door to door to request the installation of clean air sampling as they are having a poor response with current methods of contact. He said the 38 tests conducted so far on 475 East were all negative. He would like the Environmental Committee to meet and discuss these items in detail.

Councilman Hyer: He asked for a meeting with Staker Parson Companies and Geneva Rock. It has been at least six months since they have met with them. He wanted to assure the resident's issues and concerns are being addressed.

Councilman Winsor: He was concerned about the lack of progress on South Weber Drive by UDOT. He requested a call be made to the project coordinator. David disclosed he meets with UDOT every Wednesday and reported that UDOT is aware of the upcoming Country Fair Days parade. He expressed that the project started with preparatory work which isn't as visible. Councilman Winsor also thanked the public for addressing an emotionally charged subject in a professional manner. Councilman Taylor joined him in expressing gratitude to the audience.

David Larson, City Manager: He announced the next City Council meeting will be 13 August 2019. The only item on the agenda will be the Truth in Taxation hearing. He welcomed any questions individuals may have concerning this item. He explained they have tried hard to get the information to the public. He reported the FAC gym floor will be resurfaced August 12-16.

ADJOURNED: Councilman Winsor moved to adjourn the Council Meeting at 7:41 p.m. Councilman Hyer seconded the motion. Council Members Halverson, Hyer, Taylor and Winsor voted aye. The motion carried.

APPROVED:


Mayor Jo Sjoblom

Date

7/21/19


Transcriber: Michelle Clark

Attest:


City Recorder: Lisa Smith

2019-07-23 Addendum Paul Sturm

Presentation to the South Weber City Council and Mayor - 23Jul19
Potential Discrepancies, Omissions, and Inconsistencies concerning The Lofts Project.
Highlights of each Exhibit are contained in the following Sections

Exhibit #1 10Aug17 Planning Commission Meeting Minutes

- 1) Laurie Gale, has asked to take off parcel 13-041-0115 from the rezone application.
- 2) Stacey Eddings, 2645 E. 7800 S., said she is on the opposite side of the Weber Canal from this property. She is concerned because she doesn't want apartments or businesses looking down into her yard. She is concerned about her privacy.
- 3) Commissioner Grubb said the C-O Zone would change the use a little bit.
- 4) Laurie Gale, applicant, said the parcel on the north side of the canal needs to be withdrawn from the application. (second mention)

Question: Why is Parcel 13-041-0115 in Exhibit A of the signed Development Agreement as part of the Development?

Question: Is it not the SWC process to announce via a sandwich board of a pending zoning change, not just those residents within 300 feet of the rezone and notified by mail?

Exhibit #2 22Aug17 City Council Meeting Minutes

Laurie Gale, 1088 S. Malington Lane South Jordan, Utah, said she is the applicant. She wanted to make sure that the fifth parcel on the north side is withdrawn. (NOTE: Parcel 13-041-0115 is now in Exhibit A of the signed Development Agreement.)

Question: If this parcel is truly included in the Development Agreement when was the Rezone Meeting held, and why were the initial invitees to the 10Aug17 not notified again?

Exhibit #3 13Jun19 Planning Commission Meeting Minutes 0 Issue Noted Sewer Capacity to service The Lofts

- 1) Barry (Burton) said technically, the capacity is not there now, but practically it is there. He said to meet the State statute we are not there, but by next year we should be able to. He said factually we don't have the legal capacity. He said Brandon is stating the capacity does not meet State statute and the city is working on that. Barry said building permits will be issued and occupancy granted once impact fees are paid.

Question: Is this a potential liability for SWC from the State or the Developer?

- 2) Barry said we can add that sewer will not impede those things taking place.
- 3) Commissioner Osborne suggested a certain percentage of commercial filled before the city approves residential spots.
- 4) Commissioner Osborne is concerned about the commercial going black.
- 5) Commissioner Walton said without the commercial piece the economic vitality doesn't exist.
- 6) Commissioner Osborne said the whole creation of that zone is to make sure we have commercial.
- 7) Overall applicable SWC Citizen comments to Ray Creek LLC during 13Jun19 Planning Commission Meeting:
 - a) Jed Schenk said South Weber has always been about being a community. He said if we continue to throw in more townhomes and high density, then it changes what this city is all about.
 - b) Rod Westbroek said Jed explained why each one of us moved here for the country charm. He served on the Planning Commission when the City Master Plan was reviewed. He said at that time it was evident that the citizens didn't want high density in this city. He is concerned about setting a precedent.
 - c) Candice Mikesome read from the City Master Plan concerning the small-town charm of this city. She understands growth is inevitable. She then quoted from the city's newsletter where the Mayor addresses some of these concerns.

Exhibit #4 Development Agreement 27Jun19 & Noted Changes

1) Paragraph 5 of the signed Development Agreement for the Lofts at Deer Run in South Weber City - Sewer Capacity:

- a) The City acknowledges that the Development exceeds the anticipated demand and the needed capacity will be addressed through future Capital Facilities Plans and future capital improvement projects.

Question: Who pays for this?

- b) The Development's proportional share of the future capital improvement projects which will provide the desired capacity will be paid through impact fees assessed when the Building Permits are issued.
- c) **Building permit approval and occupancy will not be contingent upon sewer capacity.**

2) Paragraph 8 of the Development Agreement for the Lofts at Deer Run in South Weber City - Hours of Operation:

Commercial buildings shall limit the hours of operation of all businesses within the Development to the hours between 5:00 am to 6:00 pm. (NOTE: The Draft Development Agreement detailed that the development would include office, retail, and restaurant occupants. The following was extracted from the Draft Development Agreement:

| | | | | | | | |
|---|--------------|-----------|---------|--------------|---------|--------------|--------------|
| Chart Extracted from DRAFT Development Agreement. Which Way Is It? - This or Item #8 | SouthWeber | 5/14/2019 | Weekday | | Weekend | | Nighttime |
| | | | Daytime | Evening | Daytime | Evening | |
| | | 100% | 6am-6pm | 6pm-Midnight | 6am-6pm | 6pm-Midnight | Midnight-6am |
| | Office | | 100% | 20% | 5% | 5% | 5% |
| | Retail | | 80% | 80% | 100% | 70% | 5% |
| | Restaurant | | 85% | 100% | 80% | 100% | 50% |
| | Multi-Family | | 80% | 100% | 80% | 100% | 100% |
| | Child/Office | | 100% | 10% | 10% | 5% | 5% |

Question: What is actually being proposed with these changes between 13Jun19 and 27Jun19?

Exhibit #5 South Weber 10-5G-1 - Zone C-O

Exhibit #5 is a copy of the actual code describing/prescribing the requirements of the Commercial Overlay Zone C-O. These requirements are very detailed. (NOTE: The preliminary architectural design for The Lofts does not come close to meeting the requirements of Zone C-O)

Exhibit #6 Extracts & Comments on 13Jun19 Draft Development Agreement

Exhibit #6 is a collage of different aspects of the Subdivision/Land Use Process Application, the Draft Development Agreement, the final Development Agreement, and a portion of Zone C-O content. Comment(s) are included with nearly each page. These notes point out potential discrepancies, omissions, and inconsistencies within the various documents.

Exhibit #7 Henry De Varona and CMT Labs comments

On 8Jul19 a SWC citizen met Mr. Henry De Varona (Director of Sales for Sunset Development LLC)

- 1) Asked citizen about The Lofts - Citizen answered "An Eyesore". Henry answered "Only if you want a view!"
- 2) CMT Labs arrived to oversee the digging of test pits to perform soils analysis. Was unaware that the property was a declared "Sensitive" area as per the City Master Plan. Henry downplayed the seriousness.

Exhibit #8 Impacts to UDOT and Residents of South Weber City with The Lofts Project

Discussions were held with UDOT personnel to address the impact of The Lofts Project on UDOT projects.

- 1) A 33 foot tall building and a 20 foot sound wall along the Frontage Road would create an open tunnel.
- 2) The Lofts is within the UDOT "Protected Corridor" and UDOT Region One must be notified.
- 3) A 20 foot sound wall would block the view of proposed commercial firms and would cause "black:" space.

Exhibit #1

South Weber City Planning Commission Meeting 10 August 2017 Page 2 of 5

Commissioner Johnson moved to open the public hearing. Commissioner Pitts seconded the motion. Commissioners Johnson, Osborne, Grubb, and Pitts voted yes. The motion carried.

* * * * * PUBLIC HEARING * * * * *

Public Hearing on Rezone: for property located at 2666 E. Deer Run Dr. and approx. 7850 S. 2700 E. (Parcels 13-041-0062, 13-041-0118, 13-041-0068, 13-140-0010, & 13-041-0115), approx. 2.35 acres, be rezoned from the Highway Commercial Zone (C-H) to Commercial Overlay Zone (C-O) and approx. 0.388 acres be rezoned from the Commercial Zone (C) to Commercial Overlay Zone (C-O) by applicant Laurie Gale: Commissioner Osborne said applicant, Laurie Gale, has asked to take off parcel 13-041-0115 from the rezone application. Barry Burton, City Planner, said the C-H Zone is designed primarily for retail commercial that is highway oriented. He said the C-O Zone is a little bit different and allows for different setbacks. It encourages mixed use (residential and commercial).

Stacey Eddings, 2645 E. 7800 S., said she is on the opposite side of the Weber Canal from this property. She is concerned because she doesn't want apartments or businesses looking down into her yard. She is concerned about her privacy.

Commissioner Grubb said the zone states the type of uses. He said with the current zone of commercial, there are a lot of different uses. He said the C-O Zone would change the use a little bit.

Laurie Gale, applicant, said the parcel on the north side of the canal needs to be withdrawn from the application. She said she has a buyer interested in this property and would like to develop a daycare on the property. She said the C-O Zone allows for a smaller setback.

Mike Grant, did not sign in, said he would like to know the location of this property. He would like to know the height of buildings for both zones. Barry said the height restriction is 35'.

Commissioner Johnson moved to close the public hearing. Commissioner Pitts seconded the motion. Commissioners Johnson, Osborne, Pitts, and Grubb voted yes. The motion carried.

* * * * * PUBLIC HEARING CLOSED * * * * *

Commissioner Johnson said the city's master plan does identify this area for commercial overlay (C-O) Zone. He said there are a lot of individuals looking for daycare centers. He feels it is needed in this area. Commissioner Grubb said the C-H Zone has a heavy impact on the neighbors and the C-O Zone has a softer impact on the neighborhood. He wants to stick with the master plan.

Barry Burton said this particular zone is recommended in the general plan. He has had numerous contacts with potential buyers and none have been interested in the existing commercial highway zone.

Commissioner Pitts agrees with the softer impact on the residents. Commissioner Osborne is concerned about this being a sneaky way of doing apartments but he has become comforted by the Gales with the possible daycare center.

Commissioner Johnson moved to recommend approval of the rezone request for property located at 2666 E. Deer Run Dr. and approx. 7850 S. 2700 E. (Parcels 13-041-0062, 13-041-0118, 13-041-0068, & 13-140-0010,), approx. 2.35 acres, be rezoned from the Highway Commercial Zone (C-H) to Commercial Overlay Zone (C-O) and approx. 0.388 acres be rezoned from the Commercial Zone (C) to Commercial Overlay Zone (C-O) by applicant Laurie Gale. Commissioner Pitts seconded the motion. Commissioners Johnson, Osborne, Pitts, and Grubb voted yes. The motion carried.

Exhibit #2

ORDINANCE 17-13 Rezone: property located at 2666 E. Deer Run Dr. and approx. 7850 S. 2700 E. (Parcels 13-041-0062, 13-041-0118, 13-041-0068, & 13-140-0010), approx. 2.35 acres, be rezoned from the Highway Commercial Zone (C-H) to Commercial Overlay Zone (C-O) and approx. 0.388 acres be rezoned from the Commercial Zone (C) to Commercial Overlay Zone (C-O): Tom said, Laurie Gale with Deer Run Plaza, LLC, agent for the property of the above listed parcels made application for change of zoning from the current Highway-Commercial Zones (C-H) and Commercial Zone (C) to Commercial Overlay Zone (C-O). On the 10th of August 2017, the Planning Commission held a public hearing to consider the application for change of zoning and recommended approval of the change of zoning. He said this request is consistent with the general plan.

Laurie Gale, 1088 S. Malington Lane South Jordan, Utah, said she is the applicant. She wanted to make sure that the fifth parcel on the north side is withdrawn. She said the potential use is for a Day Care Center. Council Member Casas thanked Ms. Gale for her attendance and feels the Day Care will be a good use for the city.

Council Member Taylor moved to approve ORDINANCE 17-13 Rezone: property located at 2666 E. Deer Run Dr. and approx. 7850 S. 2700 E. (Parcels 13-041-0062, 13-041-0118, 13-041-0068, & 13-140-0010, approx. 2.35 acres, be rezoned from the Highway Commercial Zone (C-H) to Commercial Overlay Zone (C-O) and approx. 0.388 acres be rezoned from the Commercial Zone (C) to Commercial Overlay Zone (C-O). Council Member Sjoblom seconded the motion. Elyse called for the vote. Council Members Casas, Taylor, Sjoblom, and Winsor voted yes. The motion carried.

PUBLIC COMMENTS: (None)

Exhibit #3

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amended. Also, to include to allow for another public hearing. Commissioner Johnson seconded the motion. Commissioners Osborne, Grubb, Johnson, Pitts, and Walton voted aye. The motion carried.

Commissioner Johnson said the City Master Plan will have public input prior to the six month completion. It was estimated this will be in September. Commissioner Osborne said an open house will be held and information put on the city website for public comments.

Action on Development Agreement for The Lofts at Deer Run (Mixed Use) Subdivision at approximately 7870 S 2700 E. 3.29 acres on 7 Parcels by Sunset Development: Joseph Cook, of Deer Run Investments LLC, stated the agreement needs to be amended to Deer Run Investments LLC. He then discussed paragraph 3 and suggested approving based on exhibit A. He said paragraph 5 concerning the sewer capacity, there is presently capacity and we would like to see it included in paragraph 5 that it is available now. Barry said technically, the capacity is not there now, but practically it is there. He said to meet the State statute we are not there, but by next year we should be able to. He said factually we don't have the legal capacity. He said Brandon is stating the capacity does not meet State statute and the city is working on that. Barry said building permits will be issued and occupancy granted once impact fees are paid. Ivan Ray said Davis/Weber Canal Company lined the canal and there are casings. Barry said we can add that sewer will not impede those things taking place.

Barry discussed paragraph 6. Commissioner Osborne suggested a certain percentage of commercial filled before the city approves residential spots. He would like to see that added to the development agreement. Commissioner Grubb said the Planning Commission is trying to make sure the commercial space is filled. Joseph suggested creating an incentive zone. Commissioner Grubb said we may need to look at phasing. Barry suggested looking at phasing with the first phase being the commercial and residential facing the frontage road first. Commissioner Osborne is concerned about the commercial going black. Joseph said at some point the demand and supply will meet together and that is where we will find tenants. Commissioner Walton said without the commercial piece the economic vitality doesn't exist. Fred Cox, architect on the project, said the entire length of this development on the bottom is commercial. Barry said the type of commercial will be service oriented. Joseph said he can't guarantee he will sale residential much less commercial, but he does have incentive. Commissioner Osborne said the city needs to make sure this fits into the community that we want it to be. Barry said but you can't guarantee. Commissioner Osborne said the whole creation of that zone is to make sure we have commercial. Joseph said he has more incentive than the city does to have a nice project.

Barry discussed amendments to development agreement paragraph 3, paragraph 5, paragraph 6, and removing item #12. **(SEE ATTACHED DEVELOPMENT AGREEMENT)**

Commissioner Grubb moved to recommend to the City Council the approval of the Development Agreement with the amendments for The Lofts at Deer Run (Mixed Use) Subdivision at approximately 7870 S 2700 E. 3.29 acres on 7 Parcels by Sunset Development. Commissioner Walton seconded the motion. Commissioners Osborne, Grubb, Johnson, Pitts, and Walton voted aye. The motion carried

OTHER GENERAL COMMENTS ON HIGH DENSITY HOUSING

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Jacob McReaken, 1453 E. 7500 S. believes residential high density is not the best location for this property. He did submit a letter to the city. He asked how does approving this rezone accomplishes the master goal of the City Master Plan. He said the setbacks are 15' and there is no landscape. He said there has been no traffic study. He is concerned about the low visibility. The proposal doesn't address fencing. He said there are no internal sidewalks. He feels that is a safety hazard because there isn't an adequate place for children to play.

Jed Schenk, 1630 South Weber Drive, said he is concerned about that property. He has lived in this city for over 40 years. He said years ago everyone went to Ray's Market for gas and milk. He said South Weber has always been about being a community. He said if we continue to throw in more townhomes and high density, then it changes what this city is all about.

Rod Wesbroek, 7903 S. 2800 E., said Jed explained why each one of us moved here for the country charm. He served on the Planning Commission when the City Master Plan was reviewed. He said at that time it was evident that the citizens didn't want high density in this city. He is concerned about setting a precedent.

Candice Mikesome, 1670 E. South Weber Drive, read from the City Master Plan concerning the small-town charm of this city. She understands growth is inevitable. She then quoted from the city's newsletter where the Mayor addresses some of these concerns. She said if this is rezoned high density, there is concern for traffic build up.

Exhibit #4

When recorded return to:
South Weber City
1600 East South Weber Drive
South Weber, UT 84405

E 3169718 B 7295 P 562-570
RICHARD T. NAUGHAN
DAVIS COUNTY, UTAH RECORDER
07/01/2019 11:04 AM
FEE \$0.00 Page 9
DEP RT REC'D FOR SOUTH WEBER CITY

DEVELOPMENT AGREEMENT FOR THE LOFTS AT DEER RUN IN SOUTH WEBER CITY

This DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of this 27th day of June, 2019, by and between DEER RUN INVESTMENTS, LLC of 784 Parkway Drive, North Salt Lake, UT 84054 (hereinafter referred to as "Developer"), and DEER RUN PLAZA LLC of 10883 South Martingale Lane, South Jordan, UT 84095 (hereinafter referred to as "Owner"), and SOUTH WEBER CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), of 1600 East South Weber Drive, South Weber, UT 84405. Developer, Owner, and City are heretofore referred to as the "Parties."

RECITALS:

- A. Owner acknowledge that Developer is their authorized agent to represent their interest in development of their fee simple title property, approximately 3.22 acres, as more particularly described in Exhibit A attached hereto (the "Property"). A Concept Plan of the site is attached hereto as Exhibit B.
- B. Developer proposes a mixed-use development which includes residential and commercial buildings and associated streets, shared parking, and other required improvements collectively known as the "The Lofts at Deer Run" (the "Development"), on the Property.
- C. The purpose of this Agreement is to establish the approved criteria required for the development of the Development prior to approval through the City's required subdivision process.
- D. City, acting pursuant to its authority under Utah Code Ann. § 10-9-101, *et seq.*, and its land use policies, ordinances and regulations has made certain determinations with respect to the Subdivision and, in the exercise of its legislative discretion, has elected to approve this Development Agreement for the purpose of specifying the obligations of the respective parties with respect to the installation of required infrastructure improvements and such other matters as the Parties agree herein.

AGREEMENT

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 Parties agree as follows:

1. Incorporation of Recitals and Exhibits. The foregoing Recitals and all Exhibits referenced herein are hereby incorporated by this reference and made part of this Agreement.

2. **City Laws and Purpose.** City determines that the provisions of this Agreement relating to establishment of Developer's rights and obligations are consistent with City laws, including the City's land use ordinances, the purposes set forth in the zoning district, and the City's General Plan. This Agreement is adopted by a City ordinance as a legislative act and hereby amends the City laws only to the extent within the authority of City and only to the extent necessary to give Developer the effect of the rights and obligations of this Agreement where such City laws may be inconsistent with this Agreement's intent.
3. **Subdivision Approval.** This Agreement does not remove the Developer from their obligation to adhere to the City's established Subdivision approval process. The Developer shall comply with all applicable time frames as specified in City Code. Approval will be based on substantial compliance with Exhibit B.
4. **Geotechnical.** The Development is located within the area identified in the General Plan as Sensitive Lands. As such, the Developer must comply with all provision of City Code, Title 10 Zoning Regulations, Chapter 14 Sensitive Lands Development Regulations.
5. **Sewer Capacity.** The Sewer Capital Facilities Plan, dated August 2017, identifies the Property as requiring 4.0 Equivalent Residential Units (ERU's) based on an assumed commercial-only land use. The City acknowledges that the Development exceeds the anticipated demand and the needed capacity will be addressed through future Capital Facilities Plans and future capital improvement projects. The Development's proportional share of the future capital improvement projects which will provide the desired capacity will be paid through the impact fees assessed when the Building Permits are issued. Building permit approval and occupancy will not be contingent upon sewer capacity.
6. **Density.** The Development will be limited to not more than seventy-four (74) new residential units. There shall be a minimum of 27,000 square feet of commercial space.
7. **Parking.** In order to accommodate the parking needs of both the residential and commercial users within the Development, there shall be at least one hundred and sixty-four (164) parking spaces. Of these spaces, there shall be one (1) space dedicated solely for each residential unit with the remaining spaces being shared by both commercial and residential occupants. In order to ensure parking requirements are followed, Developer agrees that future residents and commercial tenants/operators are made aware in writing of the dedicated and shared parking requirement. Signage and pavement marking must be provided designating a specific parking stall to each residential unit. Signage is not required for any remaining parking spaces.
8. **Hours of Operation.** Commercial buildings shall limit the hours of operation of all businesses within the Development to the hours between 5:00 am to 6:00 pm.
9. **Detention Basin.** A detention basin is required in order to control the flow of storm water leaving the site. The basin is the sole responsibility of the Development and will be privately owned and maintained. However, the sizing, design, location and construction of the basin must comply with City Code and City Standards.

10. Successors and Assigns.

10.1 **Binding Effect.** This Agreement shall be binding upon the successors and assigns of the Parties. Owners acknowledge and agree that if the City is not paid in full in a timely fashion by Developer of all monies as stated in this Agreement, no future development will be permitted by City on the Property until full payment is made.

10.2 **Assignment.** Neither this Agreement nor any of its provisions, terms or conditions may be assigned to any other Party, individual, or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of City, which consent shall not be unreasonably withheld. Any such request for assignment may be made by letter addressed to South Weber City, and the prior written consent of City may also be evidenced by letter from City to Developer.

11. **Default.** In the event either Party fails to perform its obligations hereunder or to comply with the terms and commitments hereof, within thirty (30) days after having been given written notice of default from the other Party, the non-defaulting Party may, at its election, have the following remedies, which shall be cumulative:

11.1 all rights and remedies available at law and in equity, including but not limited to injunctive relief, specific performance, and/or damages;

11.2 to cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement; and

11.3 the right to withhold all further approvals, licenses, permits, or other rights associated with any activity or development described in this Agreement until such default is cured.

12. **Court Costs and Attorneys' Fees.** In the event of any legal action or defense between the Parties arising out of or related to this Agreement or any of the documents provided for herein, the prevailing Party or Parties shall be entitled, in addition to the remedies and damages, if any awarded in such proceedings, to recover their costs and reasonable attorneys' fees.

13. **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such Party at:

Developer: Deer Run Investments, LLC
784 Parkway Drive
PO BOX 540395
North Salt Lake, UT 84054

City: South Weber City
Attention: City Manager
1600 East South Weber Drive
South Weber, UT 84405

Development Agreement for The Lofts at Deer Run in South Weber City

Owner: Deer Run Plaza LLC
10883 South Martingale Lane
South Jordan, UT 84095

Any Party may change its address or notice by giving written notice to the other Parties in accordance with the provisions of this section.

14. General Terms and Conditions.

- 14.1 **Amendments.** Any alteration or change to this Agreement shall be made only after complying with any applicable notice and hearing provisions of MLUDMA and applicable provisions of the City Laws.
- 14.2 **Captions and Construction.** This Agreement shall be construed according to its fair meaning and as if prepared by all Parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. Furthermore, this Agreement shall be construed to effectuate the public purposes, objectives and benefits set forth herein while protecting any compelling countervailing public interest and providing to Developer vested development rights as described herein. As used in this Agreement, the words "include" and "including" shall mean "including, but not limited to" and shall not be interpreted to limit the generality of the terms preceding such word.
- 14.3 **Term of Agreement.** The term of this Agreement shall be for a period of seven (7) years following the date of its adoption.
- 14.4 **Agreement to Run with the Land.** This Agreement shall be recorded in the office of the Davis County Recorder against the Property and is intended to and shall be deemed to run with the land and shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement shall be construed in accordance with the City Laws. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Davis County, Utah.
- 14.5 **Legal Representation.** Each of the Parties hereto acknowledge that they each have been represented by legal counsel in negotiating this Agreement and that no Party shall have been deemed to have been the drafter of this Agreement
- 14.6 **Non-Liability of City Officials.** No officer, representative, agent or employee of the City shall be personally liable to any other Party hereto or any successor in interest or assignee of such Party in the event of any default or breach by the defaulting Party, or for any amount which may become due the non-defaulting Party, its successors or assigns, or for any obligation arising under the terms of this Agreement.

- 14.7 **Entire Agreement.** This Agreement, together with the exhibits hereto, integrates all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.
- 14.8 **No Third-Party Rights.** The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the Parties named herein. The Parties alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.
- 14.9 **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 therefore, acts of nature, government restrictions, regulations or controls, judicial orders, enemy or hostile government actions, war, civil commotions, fires, floods, earthquakes 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. Any Party seeking relief under the provisions of this paragraph must have noticed the other parties in writing of a force majeure event within thirty (30) days following the occurrence of the claimed force majeure event.
- 14.10 **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.
- 14.11 **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.
- 14.12 **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.
- 14.13 **Exhibits.** Any exhibit to this Agreement is incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit.

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 written above.

Development Agreement for The Lofts at Deer Run in South Weber City

"Developer"
DEER RUN INVESTMENTS, LLC

By Joseph M. Cook Title Manager

Witness the hand of said grantors, this 27th day of June, A.D. 2019.

Deer Run Investments, LLC

State of Utah)
) ss.
County of Davis)

On this 27 day of June, A.D. 2019, personally appeared before me,

Joseph M. Cook, the signer of the foregoing instrument, who duly
acknowledged that he/she is the Developer of Deer Run Investments, a Limited
Liability Company and signed said document in behalf of said Deer Run Investments, LLC by
Authority of its Bylaws or Resolution of its Board of Directors, and said
developer acknowledged to me said Limited Liability Company
executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

RVA
NOTARY PUBLIC
Commission Expires: 08/31/2022



Development Agreement for The Lofts at Deer Run in South Weber City

"Owner"

DEER RUN PLAZA LLC

By Laurie Gale

Title Member - Registered Agent

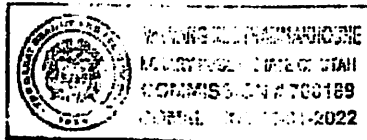
On this 27th day of June, A.D. 2019, personally appeared before me,

Laurie Gale, the signer of the foregoing instrument, who duly
acknowledged that he/she is the Registered Agent of Deer Run Plaza, a Limited
Liability Company and signed said document in behalf of said Deer Run Plaza LLC by

Authority of its Bylaws or Resolution of its Board of Directors, and said

Laurie Gale acknowledged to me said Limited Liability Company
executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.



Kristine L. Hammar
NOTARY PUBLIC
Commission Expires: 5/1/22

"City"
SOUTH WEBER CITY

By David Larson
David Larson, City Manager

Lisa Smith
Attest: Lisa Smith, City Recorder

State of Utah)
County of Davis) ss.

Subscribed and sworn to before me on this 1st day of July 2019, by David Larson.

WITNESS my hand and official seal the day and year in this certificate first above written,



Lisa Daniels Smith
NOTARY PUBLIC
Commission Expires: 10/02/2021

EXHIBIT "A"
THE LOFTS AT DEER RUN
BOUNDARY DESCRIPTION

13-041-0062

BEG ON THE W LINE OF A HWY, 126 FT PERPLY DISTANT WLY FR THE CENTER LINE THEREOF, AT A PT 692.5 FT E & S 4°12' W 479.28 FT & N 85°48' W 142 FT, M/L, FR THE NW COR OF THE SW 1/4 OF SEC 38-T5N-R1W, SLM; RUN TH S 4° W 243.47 FT, M/L, ALG W LINE SD HWY TO DEER RUN ESTATES UNIT NO 5; TH N 87°57'40" W 289.07 FT TO THE ELY LINE OF THE DAVIS & WEBER CO CANAL COMPANY R/W; TH NELY ALG THE ELY & SLY LINE OF SD CANAL R/W TO A PT S 83°48' W 136.27 FT, M/L, & S 67°01' W 74.84 FT ALG SD R/W FR THE W LINE OF SD HWY; TH S 4°12' W 133.40 FT; TH S 85°48' E 68.0 FT TO THE POB. CONT. 1.581 ACRES.

13-041-0115

A TRACT OF LAND IN FEE SIT IN THE NW 1/4 SW 1/4 OF SEC 38-T5N-R1W, SLM, THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE NW COR OF SD TRACT, WH PT IS E 434.00 FT FR THE W 1/4 COR OF SD SEC 38; & RUN TH E 45.38 FT; TH SE'LY 169.29 FT ALG THE ARC OF A 628.80 FT RAD CURVE TO THE RIGHT (NOTE: CHORD BEARS S 21°03'13" E 168.80 FT); TH S 83°21'47" W 47.85 FT; TH S 88°38'47" W 63.82 FT; TH N 71.41 FT; TH E 6.00 FT; TH N 62.00 FT; TH W 6.00 FT; TH N 65.00 FT TO THE POB. CONT 0.31 ACRES

13-041-0068

BEG AT A PT 707.37 FT E & S 4°12' W 283.3 FT & S 83°48' W 152.07 FT FR NW COR OF SW 1/4 OF SEC 38-T5N-R1W, SLM; TH S 83°48' W ALG CANAL R/W 9.20 FT; TH S 67°01' W 74.84 FT; TH S 4°12' W 133.4 FT; TH S 85°48' E 76.00 FT, M/L, TO WLY R/W LINE OF FRONTAGE RD; TH N 4°00' E 170.08 FT, M/L, TO POB. CONT. 0.388 ACRES

13-041-0118

A TRACT OF LAND IN FEE SIT IN THE NW 1/4 SW 1/4 OF SEC 38-T5N-R1W, SLM, THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE NLY BNDRY LINE OF SD TRACT AT A PT 200.00 FT PERPLY DIST WLY FR THE CENTERLINE OF SD PROJECT, WH PT IS E 707.37 FT & S 4°12' W 283.30 FT & S 83°48'00" W 127.07 FT FR THE NW COR OF THE SW 1/4 OF SD SEC 38 SD PT BEING THE SLY R/W LINE OF THE WEBER COUNTY CANAL COMPANY; & RUN TH S 4°00'00" W 413.55 FT; TH N 87°67'40" W 7.19 FT; TH S 12°25'38" E 108.71 FT; TH N 4°00' E 620.30 FT; TH S 83°48'00" W 23.37 FT TO THE POB. CONT 0.28 ACRES

13-140-0010

ALL OF LOT 2, DEER RUN ESTATES UNIT NO 5. EXCEPT THEREFR THE FOLLOWING: A PARCEL OF LAND IN FEE FOR THE WIDENING OF EXIST STATE HWY 89 KNOWN AS PROJECT NO 0089, BEING PART OF AN ENTIRE TRACT OF PPTY SIT IN LOT 2, DEER RUN ESTATES UNIT NO 5, A SUB IN THE SW 1/4 OF SEC 38-T5N-R1W, SLM; THE BNDRY OF SD PARCEL OF LAND ARE DESC AS FOLLOWS: BEG AT THE SE COR OF SD LOT 2, AT A PT 20.751 M (68.08 FT) PERPLY DISTANT NLY FR THE CENTER LINE OF DEER RUN DRIVE (7880 SOUTH STR) OF SD PROJECT, AT ENGINEER STATION 0+003.870; & RUN TH N 12°25'38" W 19.039 M (62.46 FT) ALG THE ELY BNDRY LINE OF SD LOT 2; TH S 3°58'37" W 20.019 M (65.68 FT) TO THE SLY BNDRY LINE OF SD LOT 2; TH E'LY 5.662 M (18.68 FT) ALG THE ARC OF A 98.978 M (318.17 FT) RAD CURVE TO THE RIGHT (NOTE: CHORD TO SD CURVE BEARS N 75°54'58" E FOR A DIST OF 5.662 M (18.68 FT)) TO THE POB. CONT 0.51 ACRES

NESTLE

| PROJECT SUMMARY | | 11/02/2013 2:29 PM |
|------------------------|------------|-----------------------|
| SHEET LAND AREA | 10.00 | 10.00 |
| OFFICE BLDG FLOOR AREA | 27,218 SF | 27,218 SF |
| OFFICE BLDG ROOF AREA | 117,239 SF | 117,239 SF |
| TOTAL PARKING SPACES | 193 | 193 |
| SECURITY 10' PER UNIT | 193 | 193 |
| 10' DRIVE WAY 14'-2' | 85 | 85 |
| OFFICE VEHICLES 2/1000 | 85 | 85 |
| 27,218 SF 2 EMPLOYEES | 20,153 SF | 20,153 SF |
| MINIMUM AREA | 246 | 246 |

[illegible]

2 LOTS AT DEER HUN
7620 S 2700 EAST
SOUTH WEEN, UTAH

SITE PLAN

File No. _____
 Certificate - 2020 - 10000
 Paper No. _____
 Received By _____
 Date Recd _____
 MAY 14, 2010

A001

SITE PLAN

Changes made to "The Lofts" Development Agreement Between 13Jun19 & 27Jun19

From Draft Development Agreement As Of 13Jun19

3. Subdivision Approval. This Agreement does not remove the Developer from their obligation to adhere to the City's established Subdivision approval process. The Developer shall comply with all applicable time frames as specified in City Code.

From Modified Development Agreement As Of 27Jun19

3. Subdivision Approval. This Agreement does not remove the Developer from their obligation to adhere to the City's established Subdivision approval process. The Developer shall comply with all applicable time frames as specified in City Code. Approval will be based on substantial compliance with Exhibit B.

From Draft Development Agreement As Of 13Jun19

5. Sewer Capacity. The Sewer Capital Facilities Plan, dated August 2017, identifies the Property as requiring 4.0 Equivalent Residential Units (ERU's) based on an assumed commercial-only land use. The City acknowledges that the Development exceeds the anticipated demand and the needed capacity will be addressed through future Capital Facilities Plans and future capital improvement projects. The Development's proportional share of the future capital improvement projects will be paid for through the impact fees assessed when the Building Permit is approved.

From Modified Development Agreement As Of 27Jun19

5. Sewer Capacity. The Sewer Capital Facilities Plan, dated August 2017, identifies the Property as requiring 4.0 Equivalent Residential Units (ERU's) based on an assumed commercial-only land use. The City acknowledges that the Development exceeds the anticipated demand and the needed capacity will be addressed through future Capital Facilities Plans and future capital improvement projects. The Development's proportional share of the future capital improvement projects which will provide the desired capacity will be paid through the impact fees assessed when the Building Permits are issued. Building permit approval and occupancy will not be contingent upon sewer capacity.

From Draft Development Agreement As Of 13Jun19

6. Density. The Development will be limited to not more than seventy-four (74) new residential units.

From Modified Development Agreement As Of 27Jun19

6. Density. The Development will be limited to not more than seventy-four (74) new residential units. There shall be a minimum of 27,000 square feet of commercial space.

From Draft Development Agreement As Of 13Jun19

| | | | | | | | |
|---|--------------|-----------|--------------|--------------|---------|--------------|--------------|
| Chart Extracted from DRAFT Development Agreement. Which Way Is It? - This or Item #8 | SouthWeber | 5/14/2019 | Weekday | | Weekend | | Nighttime |
| | | | Daytime | Evening | Daytime | Evening | |
| | | | 100% 6am-6pm | 6pm-Midnight | 6am-6pm | 6pm-Midnight | Midnight-6am |
| | Office | | 100% | 20% | 5% | 5% | 5% |
| | Retail | | 80% | 90% | 100% | 70% | 5% |
| | Restaurant | | 65% | 100% | 80% | 100% | 50% |
| | Multi-Family | | 60% | 100% | 80% | 100% | 100% |
| | Child/Office | | 100% | 10% | 10% | 5% | 5% |

8. Hours of Operation. Commercial buildings shall limit the hours of operation of all businesses within the Development to the hours between 5:00 am to 6:00 pm.

From Modified Development Agreement As Of 27Jun19

8. Hours of Operation. Commercial buildings shall limit the hours of operation of all businesses within the Development to the hours between 5:00 am to 6:00 pm.

ARTICLE N. COMMERCIAL OVERLAY ZONE (C-O)

10-5N-1: PURPOSE, DESCRIPTION AND GENERAL LIMITATION:

Zone C-O has been established for the purpose of providing space within the City for the establishment of mixed use neighborhood shopping centers used primarily to provide the retailing of convenience goods, the furnishing of certain personal services and the weekly household or personal needs of the residents of abutting residential neighborhoods, while also providing for housing within the commercial development. C-O Districts can be located on neighborhood feeder streets, on minor traffic streets, and on main arterial highways. Such districts should accommodate the pedestrian in their design, and be informed by the "South Weber Drive Commercial Design Guidelines". (Ord. 10-02, 3-23-2010)

10-5N-2: COMMERCIAL DEVELOPMENT OVER ONE ACRE:

- A. Conditional Use: Because of the possible adverse impacts of large scale commercial developments on surrounding neighborhoods, in terms of site design and layout, traffic control, as well as visual appearance, all C-O developments greater than one acre shall fall under the conditional use permit procedure pursuant to chapter 7 of this title.
- B. Subdivided Parcels: In the event commercial parcels are subdivided and retained under single ownership or sold separately and the total sum of all the commercial properties was greater than one acre at the time of adoption of the ordinance codified herein, then each commercial development must be approved as a conditional use. (Ord. 10-02, 3-23-2010)

10-5N-3: ARCHITECTURAL SITE PLAN REVIEW:

All proposed C-O developments shall meet the requirements of chapter 12 of this title.

All proposed C-O developments along the South Weber Drive corridor must follow the "South Weber Drive Commercial Design Guidelines" (Res. 09-36). (Ord. 10-02, 3-23-2010)

10-5N-4: PERMITTED USES:

Accessory uses and buildings.

Beauty and barber services.

Business services and professional offices.

Churches, synagogues and temples.

Eating establishments, including drive-ins.

Laundry and dry cleaning services.

Mobile businesses.

Retail trade, general merchandise.

Other uses deemed similar and compatible by the Planning Commission. (Ord. 10-02, 3-23-2010; amd. Ord. 16-21, 9-13-2016)

10-5N-5: CONDITIONAL USES:

All permitted uses allowed in this article requiring more than one acre in site area.

Amusement and recreation activities.

Automobile repairing, painting or upholstering; automatic car wash not to exceed four (4) wash bays.

Daycare center or preschool.

Electronic communication facilities.

Excavations of over two hundred (200) cubic yards, as allowed by section 10-6-2 of this title.

Public buildings and public utility buildings and uses.

Public gasoline service stations with retail component.

Reception center and/or wedding chapel.

Residential - live/work units. Dwellings, multiple-unit, in conjunction with ground floor retail or office space.

School, public and privately owned.

Small wind energy systems.

Temporary buildings for uses incidental to construction work, including living quarters for a guard or night watchman, which buildings must be removed upon completion or abandonment of the construction work. If such buildings are not removed within ninety (90) days upon completion of construction and thirty (30) days after notice, the buildings will be removed by the city at the expense of the owner.

Temporary businesses not to exceed ninety (90) days in length.

Temporary retail uses. (Ord. 10-02, 3-23-2010; amd. Ord. 13-11, 5-14-2013)

10-5N-6: BUILDING LOT REQUIREMENTS:

All buildings must comply with the provisions of this section, except those exempted as provided in chapter 11 of this title.

A. Density:

1. Minimum density: One unit per five thousand five hundred (5,500) square feet of lot area (plus or minus 8 units per acre).
2. Maximum density: One unit per one thousand seven hundred fifty (1,750) square feet of lot area (plus or minus 25 units per acre).

B. Lot Width: No particular requirements, as approved by the planning commission.

C. Lot Area: No particular requirements, as approved by the planning commission. (Ord. 10-02, 3-23-2010)

D. Development Components: Mixed use developments shall include a ground floor commercial component fronting all major streets, and are encouraged to include a vertical residential component. Residential and commercial are encouraged to be combined vertically; however upon planning commission recommendation, detached residential units shall be permitted. One hundred percent (100%) of the floor area on the first level shall be commercial. (Ord. 12-04, 5-22-2012)

10-5N-7: LOCATION OF STRUCTURES:

| Structures | Front Setback | Side Setback | Rear Setback |
|-------------------------------|-----------------|---|---|
| Main and accessory structures | 10 feet maximum | No requirement, except 10 feet minimum for sides fronting on street, with 20 foot maximum setback | No requirement, except that 20 feet shall be provided where the lot line is continuous with any residential zone boundary |
| Temporary structures | 10 feet | 10 feet | 30 feet |

(Ord. 10-02, 3-23-2010)

10-5N-8: MAXIMUM STRUCTURE HEIGHT:

Main buildings and structures, three and one-half (3¹/₂) stories or fifty feet (50'). Temporary structures, one story. (Ord. 10-02, 3-23-2010)

10-5N-9: OFF STREET PARKING AND LOADING:

Provisions of chapter 8 of this title shall apply and shall be in full force and effect in this zone, except in the case of a bona fide temporary use.

Parking is not allowed in front of structures in the C-O zone. (Ord. 10-02, 3-23-2010)

10-5N-10: PERMITTED SIGNS AND LIGHTING:

Class 5 signs shall be permitted. (Ord. 10-02, 3-23-2010)

10-5N-11: SPECIAL PROVISIONS AND LIMITATIONS:

A. General Requirements: The following design standards shall be required of all developments in the mixed use zone in order to create a cohesive appearance that is pedestrian friendly and which encourages travel by public transportation, bicycling, vanpooling, and carpooling.



1. Wherever practical, buildings shall incorporate arcades, roofs, alcoves, porticoes, and awnings that protect pedestrians from the rain and sun.
 2. Trash storage areas, mechanical equipment, transformers, meters, and similar devices are not permitted to be visible from the street. Where site constraints would otherwise force these uses into visible locations, they shall be screened by decorative walls, earthen berms, landscaping or architectural treatments capable of screening views from streets and sidewalks. If in rooftop locations, mechanical equipment shall be screened by roof components, parapets, cornices, or other architectural features.
 3. There shall be no outside storage of materials or equipment, other than motor vehicles licensed for street use except as specifically approved by the planning commission in conjunction with a conditional use application.
 4. Outdoor dining, seating, signage, and sales can be approved in conjunction with a conditional use application. Outdoor uses shall not be materially detrimental to the public health, safety, or welfare, nor injurious to property or improvements in the immediate vicinity of the use. The use shall be placed so as not to disrupt the traffic flow of vehicles or pedestrians into or on the site. Planning commission can at their discretion, place time limits on outdoor dining, seating, and signage based on intensity of use, and the impacts the use may pose to the development.
 5. Primary building orientation shall be toward the street. Buildings that are open to the public and are within thirty feet (30') of the street shall have an entrance for pedestrians from the street to the building interior. This entrance shall be designed to be attractive and functional, be a distinctive and prominent element of the architectural design, and shall be open to the public during all business hours.
 6. Buildings shall incorporate exterior lighting and changes in mass, surface, or finish giving emphasis to entrances.
 7. Buildings shall provide a clear visual division between all floors. The top floor of any building shall contain a distinctive finish, consisting of a roof, cornice or other architectural termination.
 8. The facade of every residential floor greater than thirty (30) linear feet with street frontage shall incorporate features designed to provide human scale and visual interest. Compliance can be achieved through balconies, alcoves, or wall segments that create at least a two foot (2') variation in plane for at least ten (10) linear feet within each thirty foot (30') segment of facade.
 9. In paseos, plazas, and courtyards, lighting shall incorporate fixtures and standards designed for pedestrian areas.
 10. All new utility transmission lines shall be placed underground where feasible, or behind structures to minimize visual impact.
- B. Ground Floor Requirements: At least seventy five percent (75%) of the linear frontage of any ground floor, nonresidential wall with street frontage shall incorporate windows, doors, or display windows. Ground floor retail windows must remain free of signs and must not be tinted.
- C. First Floor Requirements: Multi-story buildings shall have the first floors with a minimum ceiling height of twelve feet (12'). Multi-story buildings designed for nonresidential uses on the first floor shall have walls, partitions, and floor/ceiling assemblies separating dwelling units from other spaces with a sound transmission classification (STC) of at least fifty (50) for airborne noise.
- D. Accessory Living Quarters: Where accessory living quarters are provided as permitted herein, no window shall be permitted in any wall of the same which is located within eight feet (8') of a side property line. (Ord. 10-02, 3-23-2010)

10-5N-12: LANDSCAPING REQUIREMENTS:

- A. General Landscaping: At least fifteen percent (15%) of the total site shall be thoroughly landscaped, including an irrigation system to maintain such landscaping. Drought resistant plants are encouraged. Landscaping shall meet the requirements of chapter 15 of this title. For use of exceptional design and materials, as determined by the Planning Commission, the landscaping may be reduced to ten percent (10%) of the total site.

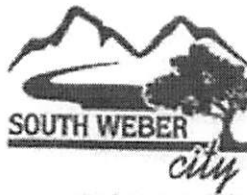
7/8/2019

Sterling Codifiers, Inc.

B. Buffer Yard Landscaping: A buffer yard shall be required between the C-O Zone and all residential zones. Buffer yards shall meet the requirements of chapter 15 of this title.

C. Street Trees: Street trees shall be required and meet the requirements of subsection 10-15-6D, "Park Strip Trees", of this title. (Ord. 18-05, 8-14-2018)

Exhibit #6



1600 E. South Weber Drive
South Weber, UT 84405

www.southwebercity.com

801-479-3177
FAX 801-479-0066

Approved by PC _____
Approved by CC _____

OFFICE USE ONLY

| | 1-10 lots | 11 + lots | Amt Pd | Date | Rcpt # | Mtg date |
|------------|-----------|-------------|--------|---------|-----------|-----------|
| Concept | \$ 200.00 | \$ 400.00 | 400.00 | 8/21/19 | 17.054206 | 2/28/2019 |
| Sketch | \$ 400.00 | \$ 700.00 | 700.00 | 3/28/19 | 17.054677 | 4/18/2019 |
| 2nd Sketch | \$ 300.00 | \$ 350.00 | 350.00 | 5/23/19 | 17.055277 | 5/23/2019 |
| Prelim | \$ 600.00 | \$ 900.00 | | | | |
| Final | \$ 700.00 | \$ 1,100.00 | | | | |

SUBDIVISION/LAND USE PROCESS APPLICATION

Project/Subdivision Name: Deer Run
 Approx. Location: 7870 S. 2700 E. S. Weber, UT 84405
 Parcel Number(s): #13-041-0068 & 0062 & 0118 & 0115 Total Acres: 3.29 +/-
 Current Zone: C-H If Rezoning, to what zone: C-O Bordering Zones: E-CM / N.S.W / R-L-m
 Surrounding Land Uses: Residential
 Number of Lots: 80 units # of Lots Per Acre: 25 PUD: Yes No

Developer or Agent

Name: Joseph Cook
 Company: SB Builders
 Address: P.O. Box 540395
 City/State/Zip: North Salt Lake 84054
 Phone: (801) 699-3448
 Email: sunetbuilders11@gmail.com
 784 Parkway Drive, North Salt Lake UT 84054
 850-699-3448

Developer's Engineer

Name: Fred Cox (Architect)
 Company: Enteller Design Build
 Address: 8707 Sandy Drive
 City/State/Zip: Sandy, UT 84070
 Phone: (801) 542-8090
 Email: fred@fredcox.com
 State License # _____

Property Owner, if not Developer

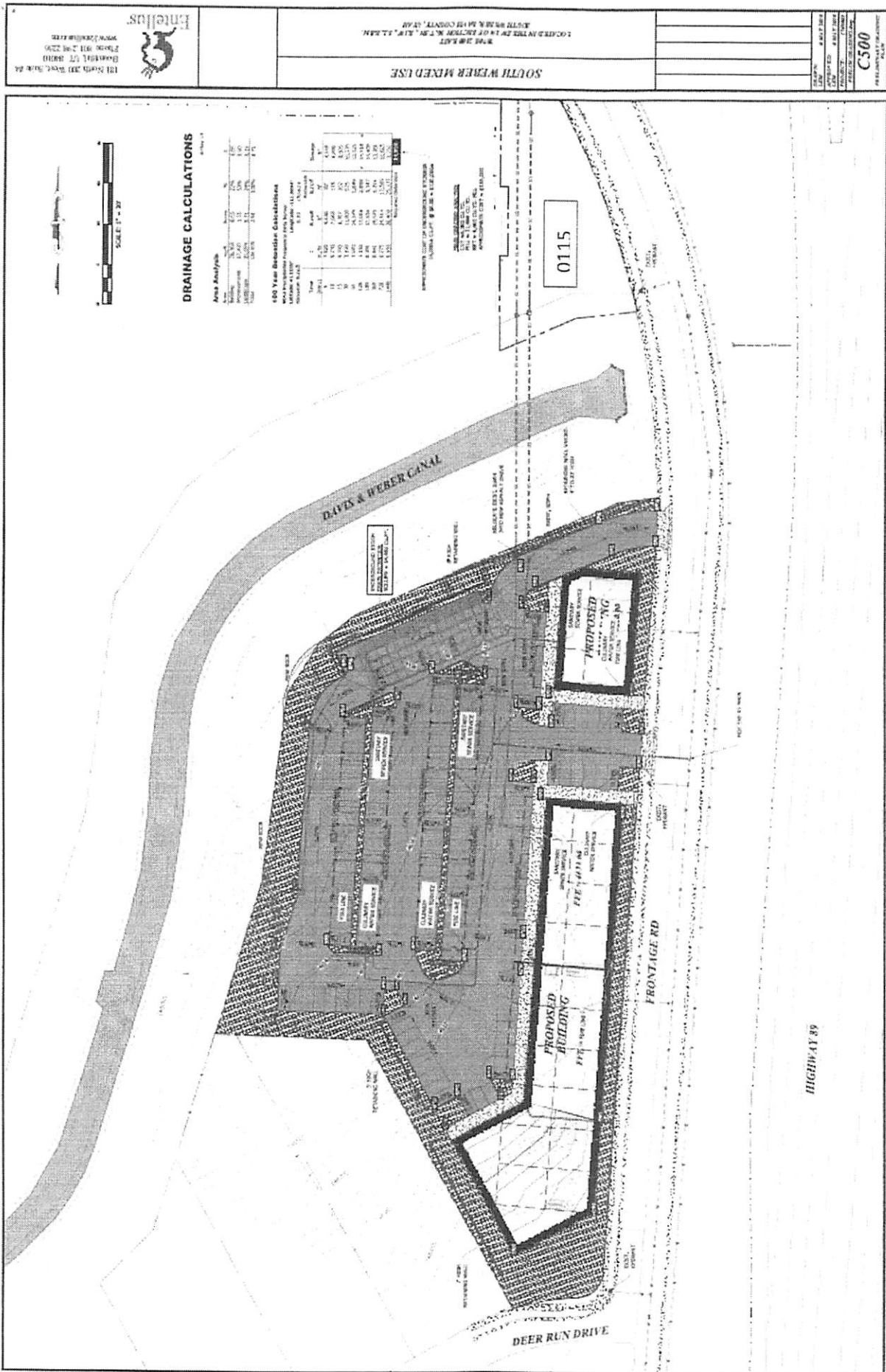
Name: Deer Run Plaza LLC
 Company: Deer Run Plaza LLC
 Address: _____
 City/State/Zip: _____
 Phone: _____
 Email: _____

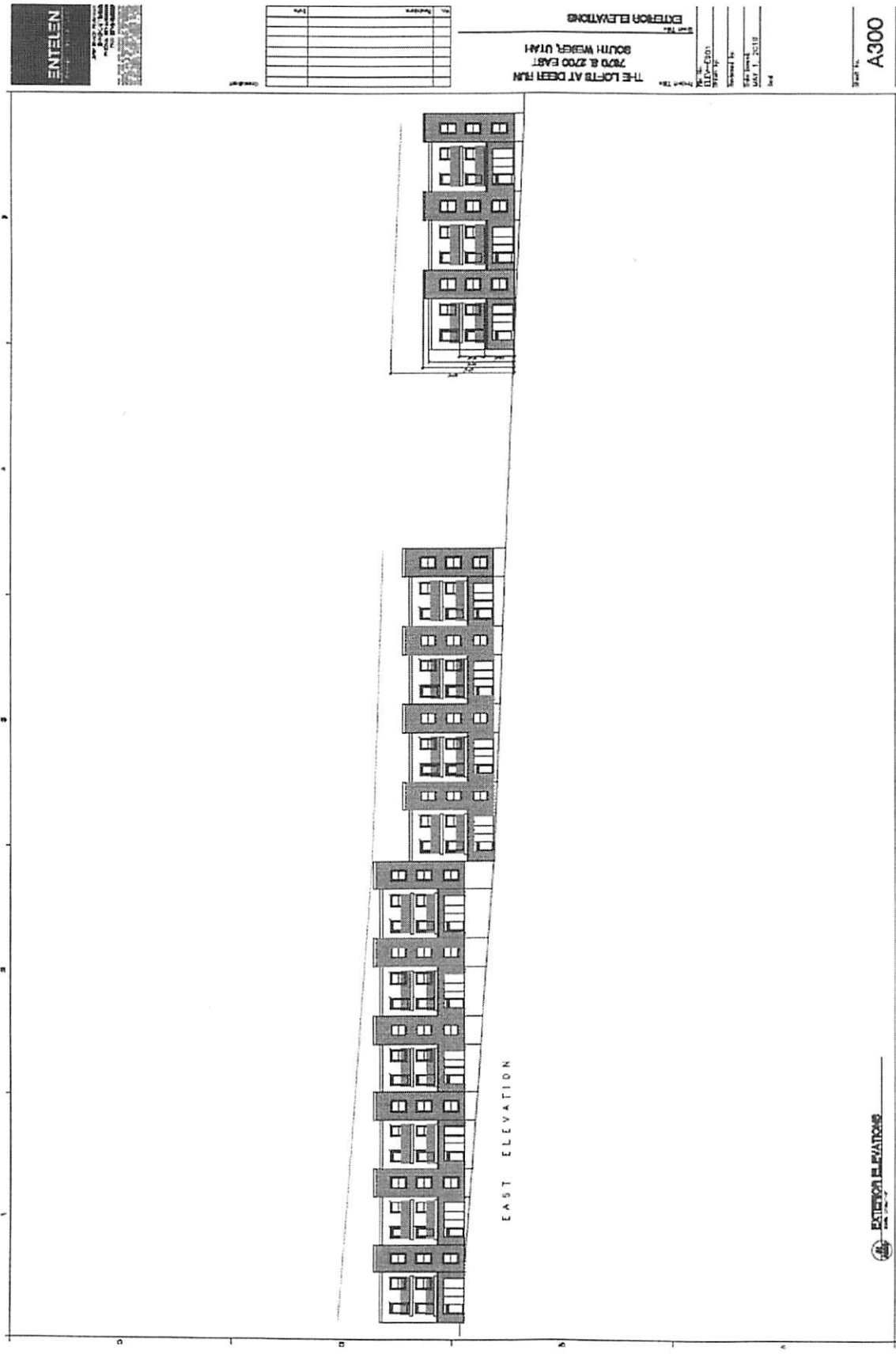
Surveyor, if not Engineer

Name: HENRY DE VARENA
 Company: Sunset Development
 Address: 5460 S 2450 W
 City/State/Zip: Roy, UT 84067-6717
 Phone: 801-477-5340
 Email: sunetbuilders726mail.com

13-041-0062, 13-041-6118, 13-140-0010, 13-140-0009, 13-041-0118, 13-041-0068, 13-041-0115

Parcel #13-041-0062 (1.581 ac) - #13-041-6118 (does not exist) or 0118 (Duplicate parcel #) -
 #13-140-0009 (Belongs to UDOT) - #13-041-00118 (0.26 ac) - #13-041-0068 (0.388 ac) - &
 #13-041-0115 (0.31 ac) - NOTE: Not Adjacent! - Also Not 7 parcels, Only 5!





"The Lofts' building design is not in compliance with Zone C-O requirements such as Section 10-5N-6 - Paragraph D. (ground floor commercial component fronting all major streets and direct access). NOTE: There is no setback minimum, and property/building access is over UDOT property!

EXHIBIT "A"
THE LOFTS AT DEER RUN
BOUNDARY DESCRIPTION

13-041-0062

BEG ON THE W LINE OF A HWY, 126 FT PERPLY DISTANT WLY FR THE CENTER LINE THEREOF, AT A PT 892.5 FT E & S 4°12' W 479.28 FT & N 85°48' W 142 FT, M/L, FR THE NW COR OF THE SW 1/4 OF SEC 38-T8N-R1W, SLM; RUN TH S 4° W 243.47 FT, M/L, ALG W LINE SD HWY TO DEER RUN ESTATES UNIT NO 6; TH N 87°57'40" W 289.07 FT TO THE ELY LINE OF THE DAVIS & WEBER CO CANAL COMPANY R/W; TH NELY ALG THE ELY & SLY LINE OF SD CANAL R/W TO A PT S 83°46' W 138.27 FT, M/L, & S 87°01' W 74.84 FT ALG SD R/W FR THE W LINE OF SD HWY; TH S 4°12' W 133.40 FT; TH S 85°48' E 68.0 FT TO THE POB. CONT. 1.581 ACRES.

13-041-0115

A TRACT OF LAND IN FEE SIT IN THE NW 1/4 SW 1/4 OF SEC 38-T8N-R1W, SLM, THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE NW COR OF SD TRACT, WH PT IS E 434.00 FT FR THE W 1/4 COR OF SD SEC 38; & RUN TH E 45.36 FT; TH SELY 188.29 FT ALG THE ARC OF A 628.60 FT RAD CURVE TO THE RIGHT (NOTE: CHORD BEARS S 21°03'13" E 168.60 FT); TH S 83°21'47" W 47.85 FT; TH S 68°38'47" W 63.92 FT; TH N 71.41 FT; TH E 6.00 FT; TH N 62.00 FT; TH W 6.00 FT; TH N 65.00 FT TO THE POB. CONT 0.31 ACRES

13-041-0068

BEG AT A PT 707.37 FT E & S 4°12' W 283.3 FT & S 83°48' W 152.07 FT FR NW COR OF SW 1/4 OF SEC 38-T8N-R1W, SLM; TH S 83°48' W ALG CANAL R/W 9.20 FT; TH S 87°01' W 74.84 FT; TH S 4°12' W 133.4 FT; TH S 85°48' E 78.00 FT, M/L, TO WLY R/W LINE OF FRONTAGE RD; TH N 4°00' E 170.08 FT, M/L, TO POB. CONT. 0.388 ACRES

13-041-0118

A TRACT OF LAND IN FEE SIT IN THE NW 1/4 SW 1/4 OF SEC 38-T8N-R1W, SLM, THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE NLY BNDRY LINE OF SD TRACT AT A PT 200.00 FT PERPLY DIST WLY FR THE CENTERLINE OF SD PROJECT, WH PT IS E 707.37 FT & S 4°12' W 283.30 FT & S 83°48'00" W 127.07 FT FR THE NW COR OF THE SW 1/4 OF SD SEC 38 SD PT BEING THE SLY R/W LINE OF THE WEBER COUNTY CANAL COMPANY; & RUN TH S 4°00'00" W 413.55 FT; TH N 87°57'40" W 7.19 FT; TH S 12°25'38" E 106.71 FT; TH N 4°00' E 620.30 FT; TH S 83°48'00" W 23.37 FT TO THE POB. CONT 0.28 ACRES

13-140-0010

ALL OF LOT 2, DEER RUN ESTATES UNIT NO 6, EXCEPT THEREFR THE FOLLOWING: A PARCEL OF LAND IN FEE FOR THE WIDENING OF EXIST STATE HWY 89 KNOWN AS PROJECT NO 0089, BEING PART OF AN ENTIRE TRACT OF PPTY SIT IN LOT 2, DEER RUN ESTATES UNIT NO 6, A SUB IN THE SW 1/4 OF SEC 38-T8N-R1W, SLM; THE BNDRY OF SD PARCEL OF LAND ARE DESC AS FOLLOWS: BEG AT THE SE COR OF SD LOT 2, AT A PT 20.781 M (68.68 FT) PERPLY DISTANT NLY FR THE CENTER LINE OF DEER RUN DRIVE (7850 SOUTH STR) OF SD PROJECT, AT ENGINEER STATION 0+003.570; & RUN TH N 12°25'38" W 19.039 M (62.46 FT) ALG THE ELY BNDRY LINE OF SD LOT 2; TH S 3°59'37" W 20.019 M (65.68 FT) TO THE SLY BNDRY LINE OF SD LOT 2; TH ELY 5.682 M (18.68 FT) ALG THE ARC OF A 88.978 M (318.17 FT) RAD CURVE TO THE RIGHT (NOTE: CHORD TO SD CURVE BEARS N 75°54'58" E FOR A DIST OF 5.682 M (18.68 FT)) TO THE POB. CONT 0.61 ACRES

**Development Property Size: 1.581 (0062) + 0.388 (0068) + 0.26 (0118) + 0.51 (0010) = 2.739
2.739 ac * 25 units/ac (IAW Zone C-0) = 68.48 Units - Not the 74 proposed.**

**Note: Parcel 0015 = 0.31 ac and is not attached, thus should not be considered.
Furthermore, Laurie Gale, both during the City Planning Commission Meeting of 10Aug17
and the Council Meeting of 22Aug17, emphasized that Parcel 0115 is withdrawn from the
zoning change - Now it is back in Exhibit A above!!**

**Another issue is safe ingress/egress for "The Lofts" - A turn lane is required to be built.
Safety for motorists and pedestrians is not being taken into consideration.**

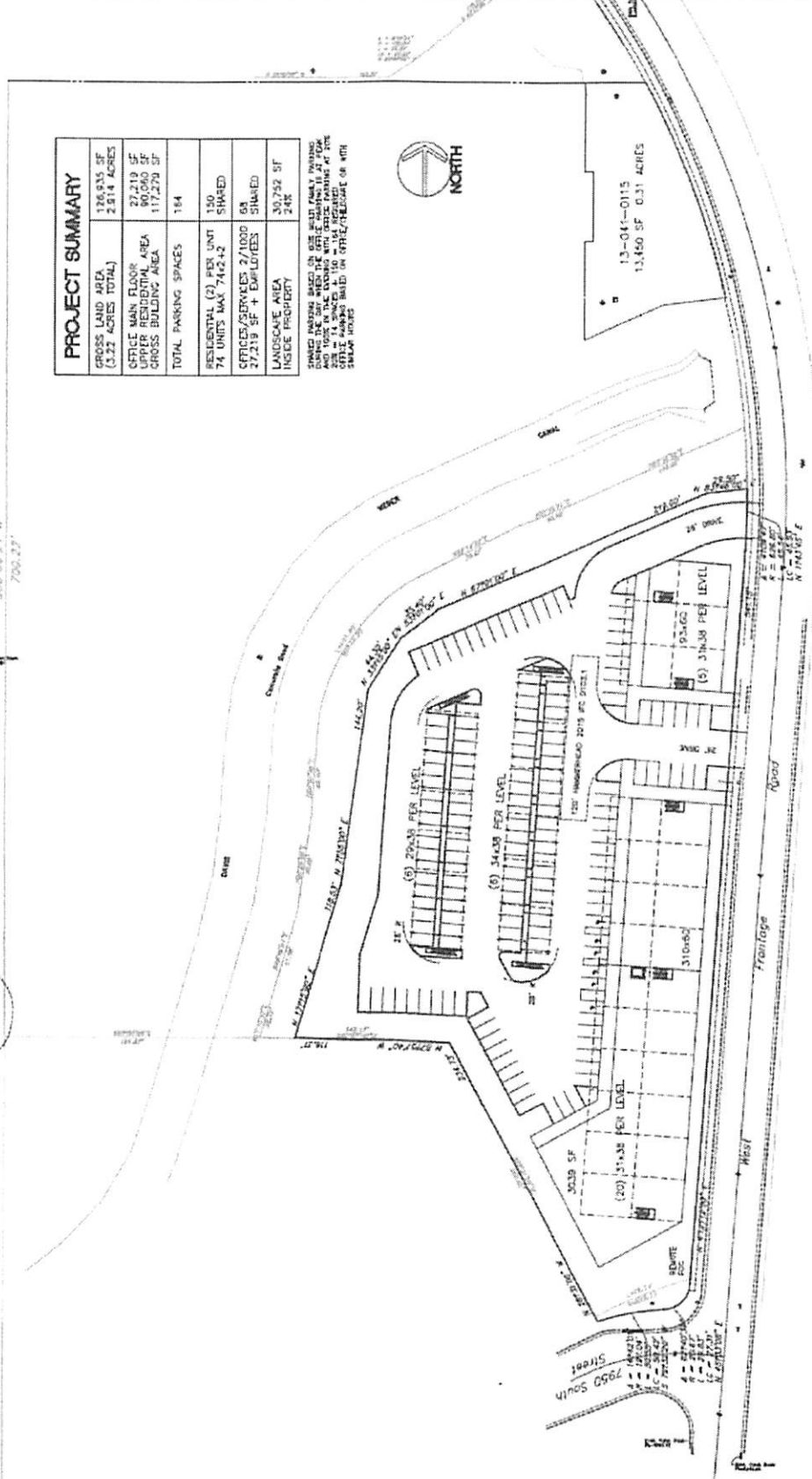
- EXHIBIT B -



| NO. | REVISION | DATE |
|-----|-------------------|------------|
| 1 | ISSUED FOR PERMIT | 05/24/2019 |
| 2 | ISSUED FOR PERMIT | 05/24/2019 |
| 3 | ISSUED FOR PERMIT | 05/24/2019 |
| 4 | ISSUED FOR PERMIT | 05/24/2019 |
| 5 | ISSUED FOR PERMIT | 05/24/2019 |
| 6 | ISSUED FOR PERMIT | 05/24/2019 |
| 7 | ISSUED FOR PERMIT | 05/24/2019 |
| 8 | ISSUED FOR PERMIT | 05/24/2019 |
| 9 | ISSUED FOR PERMIT | 05/24/2019 |
| 10 | ISSUED FOR PERMIT | 05/24/2019 |

| PROJECT SUMMARY | |
|--------------------------------------|---------------------------|
| GROSS LAND AREA (322 ACRES TOTAL) | 134,815 SF 2,814 ACRES |
| OFFICE MAIN FLOOR | 27,219 SF |
| UPPER RESIDENTIAL AREA | 90,040 SF |
| GROSS BUILDING AREA | 117,279 SF |
| TOTAL PARKING SPACES | 164 |
| RESIDENTIAL (2) PER UNIT | 150 |
| 74 UNITS MAX 7412+2 | SHARED |
| OFFICES/SERVICES 2/1000 | 68 |
| 27,219 SF + EMPLOYEES | SHARED |
| LANDSCAPE AREA | 30,792 SF |
| INSIDE PROPERTY | 24% |

NOTES: 1. ALL DIMENSIONS ARE IN FEET AND INCHES. 2. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR RAILROAD. 3. ALL DIMENSIONS ARE TO THE EXTERIOR FACE OF THE CURB OR WALL. 4. ALL DIMENSIONS ARE TO THE EXTERIOR FACE OF THE CURB OR WALL. 5. ALL DIMENSIONS ARE TO THE EXTERIOR FACE OF THE CURB OR WALL. 6. ALL DIMENSIONS ARE TO THE EXTERIOR FACE OF THE CURB OR WALL. 7. ALL DIMENSIONS ARE TO THE EXTERIOR FACE OF THE CURB OR WALL. 8. ALL DIMENSIONS ARE TO THE EXTERIOR FACE OF THE CURB OR WALL. 9. ALL DIMENSIONS ARE TO THE EXTERIOR FACE OF THE CURB OR WALL. 10. ALL DIMENSIONS ARE TO THE EXTERIOR FACE OF THE CURB OR WALL.



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SITE PLAN
7870 S. 2700 EAST
SOUTH WEBER, UTAH
13-041-0115
13,450 SF 0.31 ACRES
Submitted by: [Name]
Title: [Title]
Date: MAY 24, 2019
Scale: [Scale]

A001

Extracted from Zone C-O Description

10-5N-11: SPECIAL PROVISIONS AND LIMITATIONS:

- A. General Requirements: The following design standards shall be required of all developments in the mixed use zone in order to create a cohesive appearance that is pedestrian friendly and which encourages travel by public transportation, bicycling, vanpooling, and carpooling.



1. Wherever practical, buildings shall incorporate arcades, roofs, alcoves, porticoes, and awnings that protect pedestrians from the rain and sun.
 2. Trash storage areas, mechanical equipment, transformers, meters, and similar devices are not permitted to be visible from the street. Where site constraints would otherwise force these uses into visible locations, they shall be screened by decorative walls, earthen berms, landscaping or architectural treatments capable of screening views from streets and sidewalks. If in rooftop locations, mechanical equipment shall be screened by roof components, parapets, cornices, or other architectural features.
 3. There shall be no outside storage of materials or equipment, other than motor vehicles licensed for street use except as specifically approved by the planning commission in conjunction with a conditional use application.
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 6. Buildings shall incorporate exterior lighting and changes in mass, surface, or finish giving emphasis to entrances.
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 8. The facade of every residential floor greater than thirty (30) linear feet with street frontage shall incorporate features designed to provide human scale and visual interest. Compliance can be achieved through balconies, alcoves, or wall segments that create at least a two foot (2') variation in plane for at least ten (10) linear feet within each thirty foot (30') segment of facade.
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- D. Accessory Living Quarters: Where accessory living quarters are provided as permitted herein, no window shall be permitted in any wall of the same which is located within eight feet (8') of a side property line. (Ord. 10-02, 3-23-2010)

Exhibit #7

8Jul19 (~0839-0947)

At 7870 S. 2700 E. South Weber City (SWC), Utah (The Lofts)

Henry De Varona (Director of Sales for Sunset Development LLC) comment: Asked SWC Citizen what the Citizen thought of Lofts Project - The Citizen responded "An eyesore" - Henry's reply: "Only if you want a view!"

CMT Engineering Labs technician showed at The Lofts site to direct the digging of test holes. The tech stated that some of the test holes might be 20 feet deep. The citizen told the CMT Labs rep that this land was declared "Sensitive" as per SWC General Plan. He was shocked and said had not been told that they were "Sensitive" lands in this area. Henry De Varona told the CMT Lab representative that it was not a problem and downplayed any impacts. Henry continued by discussing what could be disturbed/removed. As per Henry it was OK to disturb/remove Sagebrush, but not trees.

Henry laid out the Lofts Development map for the CMT technician and made marks that indicated digging 5 test holes. Actually 14-15 test holes were dug!

Exhibit #8

Discussed with Mike Romero, UDOT Program Manager for the US89 Expansion Project, on the proposed "Lofts" Project and its design and proximity to his project. (NOTE#1: UDOT's Right-of-Way for US89 is 200 feet from the US89 Centerline. NOTE #2: Although currently the US89 Expansion Project ends at SR193, the plan is to extend this expansion to just beyond the Weber River in the next 4+ years.) He was unaware of the Lofts project that is directly adjacent to his project. When asked how tall of a sound wall would be necessary for a 33 foot tall building directly adjacent to his US89 project, Mike Romero responded that the tallest sound wall that UDOT installs is 20 feet tall. We discussed that, even at 20 feet tall, the top of the Lofts building would be at a higher elevation than the sound wall and Mike agreed. Also discussed that the combination of the Lofts building and the sound wall on either side of the Frontage Road would create an open tunnel the length of the Lofts property. Also, since The Lofts is within the "Protected Corridor" for US89 as per UDOT, such development must be coordinated/approved with UDOT Region One for potential impacts. (It is unknown if this has been done by SWC.)

[Other comments to be made are that, after this conversation, I came to the realization is that the 20 foot tall sound wall would: 1) block the view of the Lofts from US89, not the best situation where commercial operations are being proposed. Thus the significant possibility of "black" commercial properties on the ground floor of the Lofts. that was a major concern of Planning Commissioner Rob Osborne during the PC meetings of 13Jun19, and, 2) Block the view of a significant portion of South Weber City. We want to be known as a city with "Small Town Country Charm". With the sound wall in place South Weber City will be known as "South Weber - The Walled City".]