

Mayor
Kenneth Romney

**City Engineer/
Zoning
Administrator**
Vacant

City Recorder
Cathy Brightwell

WEST BOUNTIFUL PLANNING COMMISSION

550 North 800 West
West Bountiful, Utah 84087

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

Chairman
Denis Hopkinson

Commissioners
Laura Charchenko
Mike Cottle
Alan Malan
Corey Sweat
Dennis Vest, Alternate

THIS MEETING WILL BE HELD EXCLUSIVELY VIA ZOOM (See participation info below)

THE PLANNING COMMISSION WILL HOLD ITS REGULAR MEETING AT 7:30 PM ON TUESDAY, JULY 28, 2020 VIA ZOOM

Prayer/Thought by Laura Charchenko

1. Accept Agenda.
2. Discuss Wood Haven Mobile Home Park Proposal.
3. Staff report.
4. Consider Meeting Minutes from July 14, 2020.
5. Adjourn.

Join Zoom Meeting

<https://us02web.zoom.us/j/85340908530>

Meeting ID: **853 4090 8530**

One tap mobile

+14086380968,,85340908530# US (San Jose)

+16699006833,,85340908530# US (San Jose)

Dial by your location

+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

Find your local number: <https://us02web.zoom.us/u/kiKRqqunL>

This notice has been sent to the Clipper Publishing Company and was posted on the State Public Notice Website and the City's website on July 24, 2020 by Cathy Brightwell, City Recorder.

MEMORANDUM



TO: Planning Commission

DATE: July 23, 2020

FROM: Staff

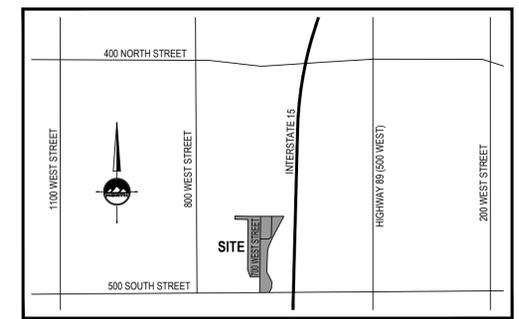
RE: Wood Haven Mobile Home Park Expansion – 680 W 500 South

The new owners of Wood Haven mobile home park are proposing to expand the existing property consisting of 7.46 acres by eight lots (from 44 to 52). This expansion will not impact existing lots but add new lots to vacant spaces within the property.

In previous meetings with the city council and planning commission, there was a level of support for the proposed expansion contingent on satisfactory details being worked out with staff for review and final approval by planning commission and city council.

The attached package was provided by the applicant for discussion. Points to be considered include:

- Zoning – currently a mix of C-G and L-I
- Setbacks
- Utilities
- Fencing
- Landscape Plan
- Monument sign
- Storage area
- Access in/out of Park



VICINITY MAP
NO SCALE
BOUNTIFUL, DAVIS COUNTY, UTAH

ENSIGN
THE STANDARD IN ENGINEERING

LAYTON
1485 W. Hill Field Rd., Ste. 204
Layton, UT 84041
Phone: 801.547.1100

SALT LAKE CITY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
IPGMHC
136 HEBER AVE. STE #308
PARK CITY, UTAH 84060

CONTACT:
MIKE MCCABE
PHONE: 435-631-2135



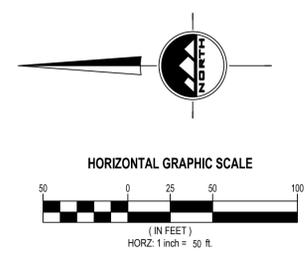
LAND USE TABLE		
STORAGE AREA	5,155 sq. ft.	1.8%
REMAINING SITE AREA	287,129 sq. ft.	98.2%
TOTAL AREA	292,284 sq. ft.	100%
TOTAL UNITS	52	
RESIDENTIAL AREA	6.71 ACRES	
UNITS / ACRE	7.75	

NOTES

1. ALL INFORMATION IS APPROXIMATE AND TAKEN FROM RECORD DOCUMENTS, INCLUDING THE ORIGINAL SITE PLAN PROVIDED BY THE CITY. NO ACTUAL SURVEY HAS BEEN COMPLETED AT THIS TIME.

LEGEND

- BOUNDARY LINE
- - - CENTER LINE
- LOT LINE
- RIGHT OF WAY LINE
- - - EASEMENTS



WOOD HAVEN MOBILE HOME PARK

680 WEST 500 SOUTH
WEST BOUNTIFUL, UTAH 84087

SITE CONCEPT PLAN

PROJECT NUMBER: 9770 PRINT DATE: 5/27/20
DRAWN BY: T. WILLIAMS CHECKED BY: T. WILLIAMS
PROJECT MANAGER: C. PRESTON

1 of 1

July 23, 2020

**RE: Wood Haven Mobile Home Park
680 West 500 South
West Bountiful, Utah 84087**

To West Bountiful City Staff and Planning Commission:

Since our meeting with you in June we have completed a site survey to evaluate and respond to the questions brought up in both Planning Commission and City Council. We have also started putting together a development agreement to go along with the proposed new mobile home zone for your city. Below are outlined our findings and requests for proceeding forward with the expansion of the Wood Haven Mobile Home Park.

We have completed an existing conditions topography survey to evaluate how the site is laid out and currently being used. As you can see from our attached survey the site has morphed over the years from the original site plan. Because of that and to keep consistent with current use while adding additional trailers we propose the following guidelines to expansion:

- Front Setback: 5'
- Side Setback: 20' trailer to trailer
- Rear Setback: 10'
- Garages and carports must not be closer than 10' from the next adjacent building

Additionally, we have evaluated the onsite utilities and were unable to find any information or location of onsite sewer mains. We plan to pot-hole or camera to field locate the sewer prior to any construction. We believe there is sewer in the streets that have been paved over that we hope to locate. It is important to note that each existing site does have a sewer cleanout near the trailer.

Based on site observations it appears all onsite water drains to Millcreek. We propose no changes to that as there is no evidence of flooding or erosion during our site survey.

As previously discussed the owner plan on installing a 6' vinyl fence around the perimeter of the property, a new park near site #38 and a fenced storage area behind site 18 and 16. They will be also installing a monument sign at the entrance to the mobile home park along with landscaping along 500 South Street. A rendering of the sign has been included in our packet.

Finally, there has been some discussion of alternate access to the site. Because the site is situated between the I-15 exist ramp on the East and Millcreek on the West there really is no other options for access to the site.

Apart from the new homesites to be installed, fences around the perimeter, new landscaping, new park and storage area no other changes or improvements are to be done onsite and all existing homesites are to remain as currently situated, even if they are non-compliant to the new regulations.

WOOD HAVEN MOBILE HOME PARK

Project:

**WOOD HAVEN MOBILE HOME
PARK**

680 WEST 500 SOUTH
WEST BOUNTIFUL, UTAH 84087

Project Number: 9770

IPGMHC

136 HEBER AVENUE SUITE #308
PARK CITY, UTAH 84060

Date:

7/22/2020

Prepared By:

TRENT WILLIAMS

ENSIGN
THE STANDARD IN ENGINEERING

Ensign Engineering

919 NORTH 400 WEST
LAYTON, Utah 84041

P: (801) 597-9100

F: (801) 593-6315

ensigneng.com

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 - INTERIOR BUILDING PICTURES
 - PARK PICTURES

DEVELOPMENT AGREEMENT
Woodhaven MHC, LLC

This DEVELOPMENT AGREEMENT (the “***Agreement***”) is made and entered into effective _____, 2020 (the “***Effective Date***”), by and between ***Woodhaven MHC, LLC***, a Utah limited liability company (“***Owner***”); and **WEST BOUNTIFUL CITY**, a Utah municipal corporation (the “***City***”).

RECITALS

A. Owner owns approximately 7.46 acres of real property located within the City at approximately 680 W 500 S, West Bountiful, and as more particularly described in the attached **Exhibit A** (the “***Property***”).

B. The property is currently zoned as General Commercial (C-G) and Light Industrial (LI).

C. Owner desires to expand the existing multi-family, manufactured home use of the Property with the completion of six (6) additional manufactured home pads and related infrastructure as approved by the City (“***Improvements***”) for a total project of fifty-two (52) manufactured home sites.

D. Attached to this Agreement as **Exhibit B** is the final site plan approved by the City’s Planning Commission and City Council (the “***Final Plan***”).

NOW THEREFORE, for good and valuable consideration, including the mutual covenants contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEVELOPMENT OF EXPANSION PLAN. The approved uses, density, intensity, and configuration of the components of the expansion are depicted and described in the Final Plan (**Exhibit B**) and the drawings attached as **Exhibit C** (collectively, the “***Drawings***”).

2. COMPLETION OF IMPROVEMENTS. Owner will provide, construct, and install the Improvements in a satisfactory manner in compliance with the City’s final approval. Owner will complete all of the Improvements within six (6) months after the date of final City approval; provided, that upon written application submitted prior to the expiration of the 6-month period, the City, through its City Council, may extend the time for completing all of the Improvements for up to an additional six months for good cause shown.

3. SPECIFIC STANDARDS FOR IMPROVEMENTS. The Improvements will be constructed and installed in accordance with the following standards:

a. Scope of Improvements. The Improvements include all onsite and offsite improvements, both those intended for public dedication (the “***Public Improvements***”) and

otherwise, depicted or described in the Final Plan or the Drawings.

b. Culinary Water. All culinary water main lines within the expansion will be tied to the City's existing culinary water system on the Property..

c. Sanitary Sewer. All sanitary sewer lines within the expansion area will be tied to the South Davis Sewer Improvement District's main sewer trunk lines in compliance with all applicable standards and engineering requirements of the South Davis Improvement District.

d. Storm Drainage. Owner will cause any storm drainage to connect to the existing ,sub-surface collection system and other surface and underground water drainage facilities on the Property.

e. Landscape Improvements. Owner will provide landscape improvements to the expansion area, in accordance with the Landscape Plan attached as **Exhibit D**.

4. CONSTRUCTION.

a. Construction Period. Owner will:

- (1) Develop the expansion in accordance with accepted development procedures;
- (2) Take all precautions reasonably necessary to prevent injury to persons or property during the construction period;
- (3) Take reasonable steps to contain and abate dust resulting from construction activities;
- (4) Provide such road surface, including road base and gravel, during construction as will render the streets and parking areas within the expansion area reasonably accessible and conducive to travel by trucks and heavy equipment;
- (5) Take all necessary precautions to prevent undue amounts of dirt or debris from being tracked onto or deposited upon the properties and public streets adjoining the expansion area, including maintenance of a storm water prevention plan as part of the Final Plan;
- (6) Be responsible for all expenses incurred by the City or others in cleaning such properties or public streets of any undue amount of dirt or debris deposited as a result of construction activities within the expansion area; and
- (7) Avoid damaging streets, curbs, sidewalks, and other improvements within or adjacent to the expansion area during development and construction; and repairing any such damage at Owner's own expense.

b. Unforeseen Circumstances. The City has provided certain drawings and other information to Owner with respect to the location of existing water lines, storm drain lines, and other subsurface infrastructure within the expansion area or necessary for the development of the

expansion area. The City does not warrant the precise locations of such subsurface infrastructure. Any unforeseen circumstances relative to the Improvements arising during construction, including subsurface infrastructure and soil conditions, will be the sole responsibility of Owner.

c. Diligent Prosecution of Work. Owner will diligently prosecute the work of constructing and installing the Improvements to completion. All Improvements will be constructed and installed in a workmanlike manner in compliance with applicable laws and industry standards. All Improvements will be of a high quality, and will be consistent with the provisions of this Agreement.

5. DEFAULT. Owner will be in default under this Agreement if any of the following occurs:

a. Abandonment. Owner abandons the expansion project, as determined by the City in its reasonable discretion.

b. Failure to Perform.

(1) Failure to Complete Improvements. Owner fails to complete the Improvements within the time specified in this Agreement.

(2) Emergency Situation. The City determines, in its reasonable discretion, that an emergency situation exists relative to the Improvements and, after verbal notice followed by written notice within three (3) days, Owner has not remedied the emergency situation within a reasonable time, as determined by the City in its reasonable discretion.

(3) Other Failure. Owner otherwise substantially fails to perform its obligations under this Agreement and, after thirty (30) days' written notice from the City of such failure, Owner has not cured the failure; or, if the failure is not capable of being cured within such time, has not commenced to cure the failure within such time and diligently completed the cure within a reasonable time thereafter, as determined by the City in its reasonable discretion.

c. Insolvency. Owner becomes insolvent, a receiver is appointed for Owner, or a voluntary or involuntary petition in bankruptcy pertaining to Owner is filed at any time before Owner's obligations under this Agreement have been satisfied.

d. Foreclosure. Foreclosure proceedings are commenced against any property owned by Owner or such property is conveyed in lieu of foreclosure before Owner's obligations under this Agreement have been satisfied.

6. REMEDIES. In the event of Owner's default under this Agreement, the City will be entitled to pursue any remedies allowed under this Agreement, at law, or in equity, including the following:

a. Deficiency. Upon written notice, Owner will compensate the City for all costs the City incurs as a result of Owner's failure to perform its obligations under this Agreement.

b. Specific Enforcement. The City may specifically enforce Owner's obligations under this Agreement, including the obligation to install, pay for, and warrant the Improvements.

c. Costs and Attorney Fees. The City may recover from Owner all costs necessary to complete, repair, or replace the Improvements or enforce this Agreement, including all administrative costs; inspection fees; permit fees; and reasonable attorney, engineering, consultant, and expert witness fees, whether incurred in litigation or otherwise.

The City's remedies under this Agreement, at law, and in equity are cumulative.

7. INDEMNIFICATION.

a. Generally. To the fullest extent permitted by law, Owner will indemnify, defend, and hold harmless the City and its officers, employees, agents, consultants and contractors, from and against all liability, claims, demands, suits or causes of action arising out of or otherwise resulting from the Improvements, except to the extent of any gross negligence or intentional misconduct attributable to the City.

b. Defense of Claims. With respect to Owner's agreement to defend the City, the City will have the option of either providing for its own defense, or requiring Owner to undertake the defense of the City, either of which will be at Owner's sole cost and expense.

8. OWNER'S INDEPENDENT OBLIGATIONS. Owner's obligations to complete and warrant the Improvements and fulfill its other obligations under this Agreement: (a) are independent of any obligation or responsibility of the City, express or implied; and (b) are not conditioned upon the commencement of actual construction work in the expansion area or upon the lease of any lots or part of the expansion property.

9. CONNECTION TO CITY SYSTEMS. The City will permit Owner to connect the Improvements to the City's water and storm drain systems upon Owner's performance of its obligations under this Agreement, including payment of all connection, review, and inspection fees.

10. INSPECTION AND PAYMENT.

a. Inspection of Improvements. Notwithstanding any provision of this Agreement to the contrary, the Improvements, their installation, and all other work performed by Owner or its agents under this Agreement may be inspected at such times as the City may reasonably require; in particular, an inspection will be required before any trench containing Improvements is closed. Owner will pay any required connection fees and inspection fees required by City ordinance or resolution..

b. Right to Enter. Owner grants to the City, its officers, employees, agents and contractors, the right to enter upon the expansion property for the purpose of inspecting the Improvements.

11. MISCELLANEOUS PROVISIONS.

a. Covenants Run with the Land. Subject to the foregoing, the covenants contained in this Agreement will be construed as covenants that touch and concern real property and will run with the land. Such covenants will be binding upon the successors, permitted assigns, agents, and legal representatives of Owner in the ownership or development of any portion of the expansion property. The City may record this Agreement or a memorandum of this Agreement.

b. Severability. The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of the remaining provisions.

c. Captions. The section and paragraph headings contained in this Agreement are for the purpose of reference only and will not limit or otherwise affect the construction of any provision of this Agreement.

d. Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter, and supersedes all previous or contemporaneous representations or agreements of the parties in that regard. No modification of this Agreement will be valid or binding unless made in writing and signed by both parties. Any waiver of any provision of this Agreement must be in writing and must be signed by the party waiving the provision.

e. No Third-Party Beneficiaries. This Agreement is made for the exclusive benefit of the parties and their respective heirs, successors, and assigns. No other person or entity, including lot tenants, contractors, subcontractors, laborers, and suppliers, will have any interest under this Agreement or be classified as a third-party beneficiary. The City will not be liable to any claimant, in any way, for any obligation of Owner under this Agreement or otherwise.

f. Time of Essence. Time is of the essence in the performance of all obligations under this Agreement.

g. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH, EXCEPT AS SUCH LAWS MAY BE PREEMPTED OR SUPERSEDED BY THE LAWS OF THE UNITED STATES. THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF THE COURTS OF THE STATE OF UTAH, OR THE COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF UTAH, AS THE CASE MAY BE, WITH VENUE IN DAVIS COUNTY, AS THE SOLE FORUM FOR ANY LITIGATION ARISING OUT OF THIS AGREEMENT.

h. No Partnership. The transactions contemplated under this Agreement are Owner's installation and warranty of the Improvements, and do not constitute a partnership, joint venture or other association between the parties.

i. Notices. All notices required under this Agreement must be in writing and will be deemed to have been sufficiently given or served when presented personally or when deposited in the United States Mail, by registered or certified mail, addressed as follows:

TO OWNER: Woodhaven MHC, LLC
c/o Investment Property Group
18006 Sky Park Circle, Suite 200
Irvine, CA 92614

TO THE CITY: West Bountiful City
Attention: City Administrator
550 North 800 West
West Bountiful, Utah 84087

Either party may designate a different address by written notice to the other party. Any notice given under this Agreement will be deemed given as of the date delivered or mailed.

j. Warranty of Authority. The persons signing this Agreement on behalf of the parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective parties, which have agreed to be and are bound hereby.

k. Exhibits. All exhibits to this Agreement, as described in the attached exhibit list, are incorporated in this Agreement by reference.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OWNER:

Woodhaven MHC, LLC,
a Utah limited liability company

By: BLF Holdings (MHC), LLC,
a California limited liability company

By: The Brian L. Fitterer Revocable Trust

By: _____
Brian L. Fitterer, Trustee

THE CITY:

WEST BOUNTIFUL CITY

Kenneth Romney, Mayor

ATTEST:

Cathy Brightwell, City Recorder

ACKNOWLEDGMENTS

STATE OF UTAH)
 : ss
COUNTY OF DAVIS)

On the _____ day of _____, 2020, appeared before me _____, personally known to me or proved to me on the basis of satisfactory evidence to be the Mayor and City Recorder, respectively, of West Bountiful City, who duly acknowledged that the foregoing instrument was signed on behalf of the City by authority of a duly adopted resolution of its City Council, and that the City executed the same.

NOTARY PUBLIC

STATE OF UTAH)
 : ss
COUNTY OF DAVIS)

On the _____ day of _____, 2020, appeared before me _____, personally known to me or proved to me on the basis of satisfactory evidence to be the Mayor and City Recorder, respectively, of West Bountiful City, who duly acknowledged that the foregoing instrument was signed on behalf of the City by authority of a duly adopted resolution of its City Council, and that the City executed the same.

NOTARY PUBLIC

EXHIBIT LIST

Exhibit A Legal Description of the Property

Exhibit B Final Site Plan

Exhibit C Drawings

Exhibit D Landscape Plan

EXHIBIT A

Legal Description of the Property

EXHIBIT B

Final Site Plan

EXHIBIT C

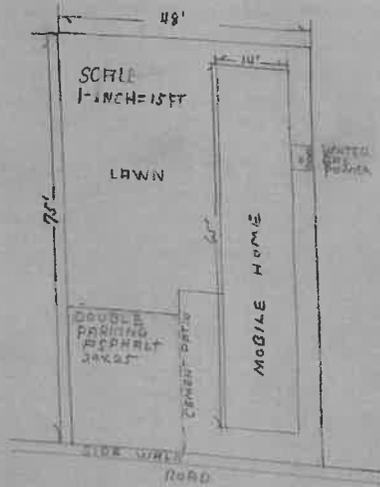
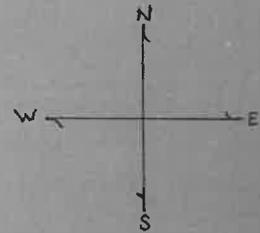
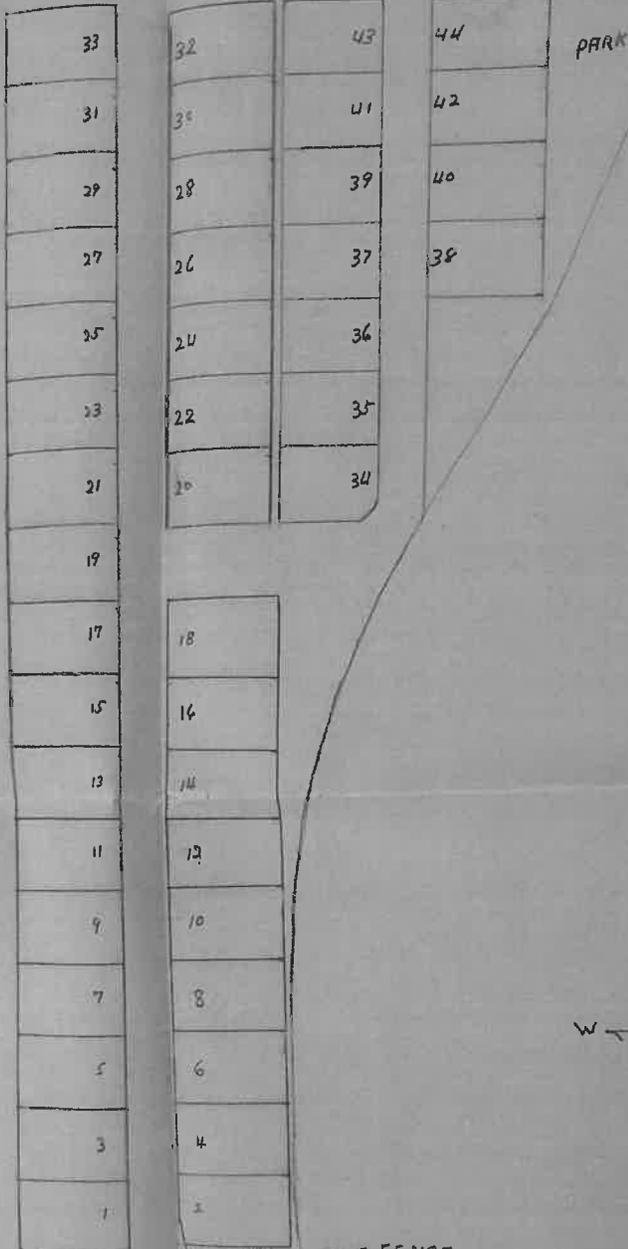
Drawings

EXHIBIT D

Landscape Plan

2/10/1969

FENCE



CULINARY WATER METER BOX I-15 FENCE

SCALE 1-INCH=60 FT



WOOD HAVEN MOBILE HOME PARK
680 WEST 500 SOUTH WEST BOUNTIFUL

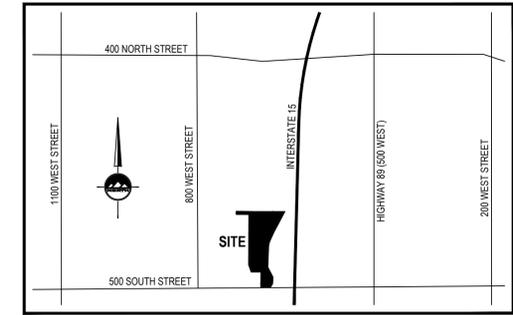
500 SOUTH WEST BOUNTIFUL



LEGEND

	SECTION CORNER		ADJACENT RIGHT OF WAY
	MONUMENT		RIGHT OF WAY
	EXIST REBAR AND CAP		CENTERLINE
	SET ENSIGN REBAR AND CAP		PROPERTY LINE
	WATER METER		ADJACENT PROPERTY LINE
	WATER MANHOLE		DEED LINE
	WATER VALVE		TANGENT LINE
	FIRE HYDRANT		EXIST DITCH FLOW LINE
	SECONDARY WATER VALVE		FENCE
	IRRIGATION VALVE		EDGE OF ASPHALT
	SANITARY SEWER MANHOLE		SANITARY SEWER LINE
	STORM DRAIN CLEAN OUT		STORM DRAIN LINE
	STORM DRAIN CATCH BASIN		LAND DRAIN LINE
	STORM DRAIN COMBO BOX		CULINARY WATER LINE
	STORM DRAIN CULVERT		SECONDARY WATER LINE
	SIGN		IRRIGATION LINE
	ELECTRICAL BOX		OVERHEAD POWER LINE
	UTILITY MANHOLE		ELECTRICAL LINE
	UTILITY POLE		GAS LINE
	LIGHT		EXISTING CONTOURS
	CABLE BOX		CONCRETE
	TELEPHONE BOX		BUILDING
	GAS METER		PUBLIC DRAINAGE EASEMENT
	TREE		DENSE VEGETATION PREVENTING ACCESS FOR ACCURATE SURVEY
	SHRUB		

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



VICINITY MAP
NO SCALE
BOUNTIFUL, DAVIS COUNTY, UTAH

ENSIGN
THE STANDARD IN ENGINEERING

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

SALT LAKE CITY
Phone: 801.255.0529

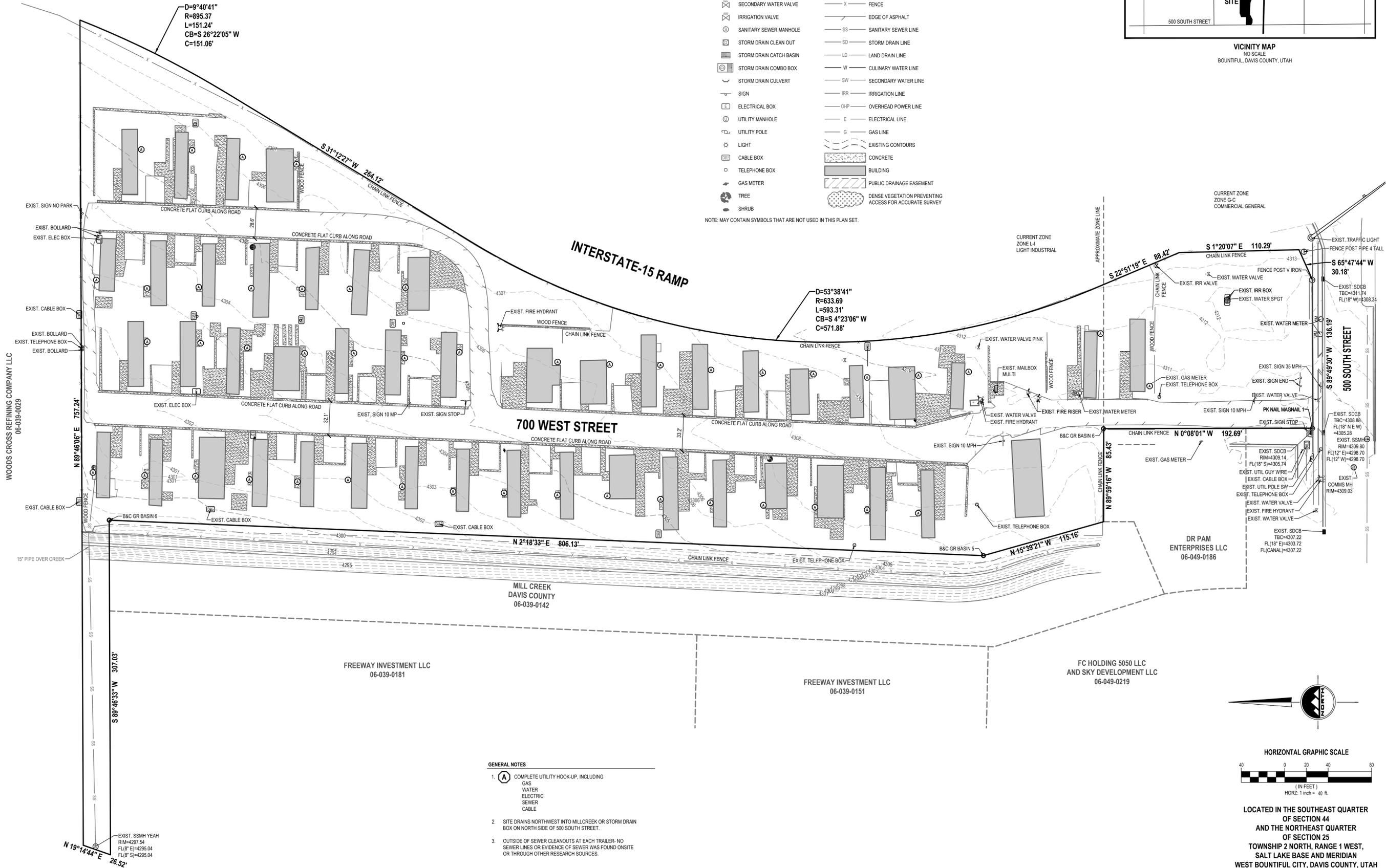
TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

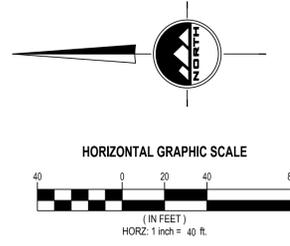
RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
IPGMHC
18006 SKY PARK CIRCLE STE.#200
IRVINE, CA
CONTACT:
MIKE MCCABE
PHONE: 949-440-2300



- GENERAL NOTES**
1. (A) COMPLETE UTILITY HOOK-UP, INCLUDING GAS, WATER, ELECTRIC, SEWER, CABLE.
 2. SITE DRAINS NORTHWEST INTO MILLCREEK OR STORM DRAIN BOX ON NORTH SIDE OF 500 SOUTH STREET.
 3. OUTSIDE OF SEWER CLEANOUTS AT EACH TRAILER. NO SEWER LINES OR EVIDENCE OF SEWER WAS FOUND ONSITE OR THROUGH OTHER RESEARCH SOURCES.



LOCATED IN THE SOUTHEAST QUARTER OF SECTION 44 AND THE NORTHEAST QUARTER OF SECTION 25 TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN WEST BOUNTIFUL CITY, DAVIS COUNTY, UTAH

WOOD HAVEN MOBILE HOME EXPANSION

680 WEST 500 SOUTH
WEST BOUNTIFUL CITY, UTAH

EXISTING SITE CONDITIONS SURVEY

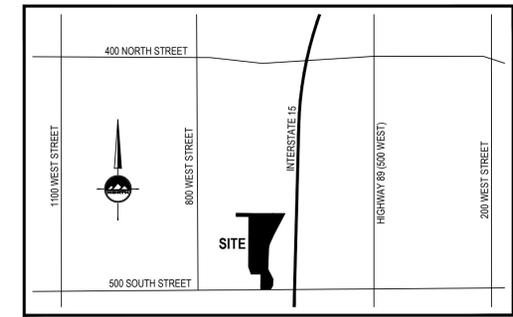
PROJECT NUMBER: 9770
PRINT DATE: 7/22/20

DRAWN BY: A.SHELBY
CHECKED BY: T.WILLIAMS

PROJECT MANAGER: T.WILLIAMS

1 of 1

811
 CALL BLUESTAKES
 @ 811 AT LEAST 48 HOURS
 PRIOR TO THE
 COMMENCEMENT OF ANY
 CONSTRUCTION.
 Know what's below.
 Call before you dig.



VICINITY MAP
 NO SCALE
 BOUNTIFUL, DAVIS COUNTY, UTAH

EN SIGN
 THE STANDARD IN ENGINEERING

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

SALT LAKE CITY
 Phone: 801.255.0529

TOOELE
 Phone: 435.843.3590

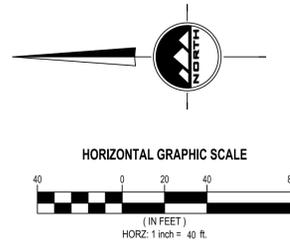
CEDAR CITY
 Phone: 435.865.1453

RICHFIELD
 Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
 IPGM-HC
 18006 SKY PARK CIRCLE STE.#200
 IRVINE, CA

CONTACT:
 MIKE MCCABE
 PHONE: 949-440-2300



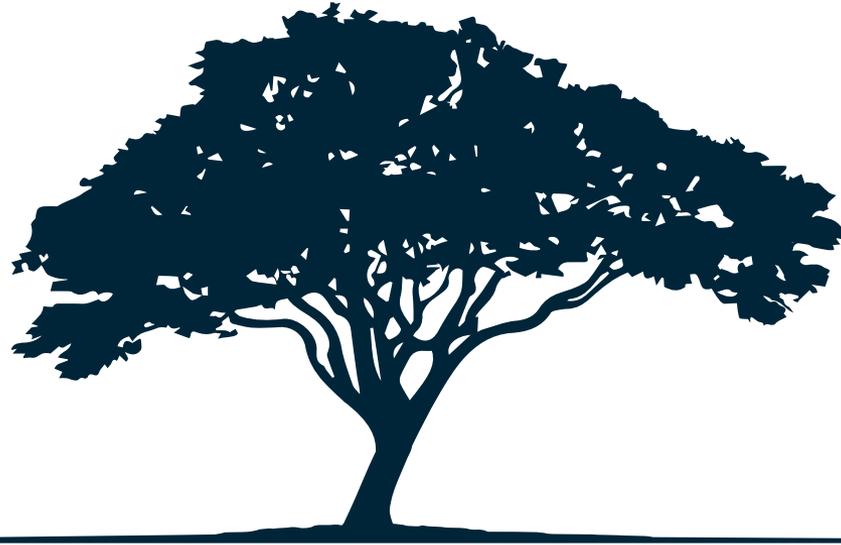
WOOD HAVEN MOBILE HOME EXPANSION
 680 WEST 500 SOUTH
 WEST BOUNTIFUL CITY, UTAH

**FIRE TRUCK
 TURNAROUND
 AND SITE GRADING**

PROJECT NUMBER: 9770
 PRINT DATE: 7/22/20

DRAWN BY: A.SHELBY
 CHECKED BY: T.WILLIAMS

PROJECT MANAGER:
 T.WILLIAMS



WOODHAVEN



WOODHAVEN

Woodhaven_Sign_v4

[All dimensions are approx.]

32.19 sqft

1-Sided post & panel construction



	JOB NO.	00000i	DATE	07 / 01 / 2020	CLIENT		PHONE	000-000-0000	<input type="checkbox"/> APPROVED AS IS <input type="checkbox"/> APPROVED WITH CHANGES <small>Note: Approval via email reply is preferred and binding.</small>
	SIZE	90 x 51.5 1:1 Scale	SHT NO.	5	LIVEWIRE	Brad Nichols	PHONE	714-777-7850	
<small>Please check this proof very carefully. All artwork must be approved by the customer. It is ultimately your responsibility to ensure ALL details are correct. If a proof containing errors is approved, you are responsible. Proofs are for conceptual purposes. Some colors may appear slightly different from the final product. All designs created by LiveWire are the property of LiveWire. By approving this proof, you release LiveWire from any liability and you agree to pay for our services. Please refer to LiveWireCreativeServices.com/policies for a complete description of our policies.</small>									_____ CLIENT SIGNATURE DATE

LOGO



FONT

WO
Gotham Medium

WO
Trade Gothic LH Ext

COLOR



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I-15 EXIT RAMP SITE
FENCE TO BE
UPGRADED



SITE ENTRANCE
NEW SIGN AND
LANDSCAPE BUFFER
TO BE INSTALLED



SOUTH LOOKING
INTO PROPOSED
STORAGE AREA



CURRENT FRONT AREA - TO BE
FILLED WITH ADDITIONAL LOTS



NORTH LOOKING
INTO PROPOSED
PARK



MOBILE HOME SITE



ROAD INTO SITE



PROPOSED
STORAGE AREA

WINCHESTER-SUNDANCE MODEL



SANDY
45 W 10000 S, STE 500
Sandy, UT 84070
P: 801.255.0529

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

CEDAR CITY
88 E Fiddler's Canyon Rd, STE 210
Cedar City, UT 84721
P: 435.865.1453

TOOELE
169 N. Main St, Unit 1
Tooele, UT 84074
P: 435.843.3590

RICHFIELD
225 N 100 E
Richfield, UT 84701
P: 435.896.2983



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**West Bountiful City
Planning Commission Meeting**

July 14, 2020

PENDING – NOT APPROVED

Posting of Agenda - The agenda for this meeting was posted on the State of Utah Public Notice website, on the West Bountiful City website, and at city hall on July 11, 2020 per state statutory requirement.

Minutes of the Planning Commission meeting of West Bountiful City held on Tuesday, July 14, 2020 at West Bountiful City Hall, Davis County, Utah.

Those in Attendance:

Due to the Coronavirus outbreak this meeting was held by teleconference measures using Zoom.

MEMBERS ATTENDING: All attending via Zoom: Chairman Denis Hopkinson (joined meeting at 7:50 pm), Vice Chairman Alan Malan, Mike Cottle, Dee Vest, Laura Charchenko and Council member Kelly Enquist.

MEMBERS EXCUSED: Corey Sweat

STAFF ATTENDING: Cathy Brightwell (Recorder) in house and Debbie McKean (Secretary) via zoom.

VISITORS: Via Zoom: Jamie Rossborough, Bill Goldberg

The Planning Commission meeting was called to order at 7:38 pm by Vice Chairman Alan Malan. Alan Malan offered a prayer.

1. Accept Agenda

Vice Chairman Alan Malan reviewed and discussed the agenda. Mike Cottle moved to approve the agenda as presented. Laura Charchenko seconded the motion. Voting was unanimous in favor among all members present.

2. Consider Conditional Use Application for West Metro EMS Training Center at 724 W 500 South #100.

Commissioner packets included a memorandum dated July 10, 2020 from Cathy Brightwell regarding West Metro EMS Training Center, LLC with attached Conditional Use permit application and site plan.

Ms. Brightwell explained that Mr. Jamie Rossborough has applied to open the West Metro EMS Training Center at 724 W 500 South, Suite 100, in West Bountiful. This property is in the Commercial General District which lists commercial schools as a conditional use. The West Metro EMS Training Center will host and teach Emergency Medical Technician courses both at the basic and advanced levels. American

38 Heart Association and Red Cross courses will also be provided along with many other healthcare training
39 or certification courses. Classes are held mainly in the evening from 6 pm to 10 pm but some day and
40 weekend classes will also be held. As shown on the overhead site plan, there are approximately 50
41 parking spaces in the front of the building and another 20 spaces in the rear. Per property management,
42 there is no assigned parking – all spots are open to all tenants.

43
44 Mr. Rossborough explained the nature of his business. All Commissioners were supportive of this
45 application.

46

47 **Action Taken:**

48 ***Mike Cottle move to approve the Conditional Use Application for West Metro EMS Training***
49 ***Center at 724 W 500 South #100 with the following findings: The proposed use at the***
50 ***particular location is necessary or desirable to provide a service or facility that will contribute***
51 ***to the general well-being of the neighborhood and the community; will not be detrimental to***
52 ***the health, safety, or general welfare of persons residing or working in the vicinity, or***
53 ***injurious to property or improvements in the vicinity; use and/or accompanying***
54 ***improvements will not inordinately impact schools, utilities, and streets; will provide for***
55 ***appropriate buffering of uses and buildings, proper parking and traffic circulation, the use of***
56 ***building materials and landscaping which are in harmony with the area, and compatible with***
57 ***adjoining uses; will comply with the regulations and conditions specified in the land use***
58 ***ordinance for such use; will conform to the intent of the city's general plan; and conditions to***
59 ***be imposed will mitigate the reasonably anticipated detrimental effects of the proposed use***
60 ***and accomplish the purposes of this subsection. Conditions include: fire inspection approval,***
61 ***signage will comply with city regulations and upon issuance of this permit a West Bountiful***
62 ***City business license will be issued. Dee Vest seconded the motion and voting was unanimous***
63 ***in favor.***

64

65 **3. Consider Conditional Use for Flag Lot and Final Plat Approval for Goldberg**
66 **Subdivision at 1388 W 1200 North.**

67

68 Commissioner packets included a memorandum dated July 10, 2020 from Cathy Brightwell
69 regarding Goldberg Subdivision- Final Plat and flag lot conditional use permit.

70

71 Cathy Brightwell explained that William Goldberg has applied for a 2-lot subdivision for his property at
72 1388 W 1200 North. One of the two lots is a flag lot which requires a conditional use permit from the
73 planning commission prior to subdivision final approval by the city. The city council recently approved
74 the annexation of Mr. Goldberg's property and the process will be complete once the Lt. Governor's
75 office issues a Certificate of Annexation. Ms. Brightwell pointed out the criteria for a flag lot and noted
76 that the proposed flag lot meets the above requirements as described. #1 – the flag lot is proposed to
77 be 399 ft. long and 50 ft. wide; #6 – the fire marshal is currently reviewing the plat to determine
78 compliance with Fire. An address sign can be posted for the staff of the flag lot although there are
79 currently no dwellings on the property if the Commission desires to make that a condition.

80

81 Cathy Brightwell invited the Commission to consider possible conditions that may mitigate any negative
82 impacts from the flag lot and determine which conditions must be met at the time the subdivision is

83 approved and which conditions will be met at the time homes are built. While this case does not
84 anticipate a dwelling on the flag lot, consideration should be given to future use.

85
86 A list of possible considerations were provided:

- 87 1. Flag lot driveways cannot be constructed from black asphalt as it looks too much like a road
88 extension.
- 89 2. Flag lot driveways must be constructed with a pavement section that will support emergency
90 vehicles and public works vehicles (vacuum trucks, dump trucks, backhoes, etc.) when public
91 utilities must be accessed from the driveway.
- 92 3. Privacy fencing along the flag lot staff is required to minimize noise and light pollution and
93 provide additional side yard protection from car and neighboring children interactions.
- 94 4. Additional side yard setback on lots in front of flag lots and adjacent to the flag lot staff may be
95 required to provide adequate separation between houses and moving vehicles similar to a
96 corner lot.
- 97 5. Lighting and street numbers have been required at the flag lot staff entrance to help guide
98 emergency vehicles and other persons to the correct address; possibly lights along the drive as
99 well.

100
101 Ms. Brightwell noted some points of interest regarding the subdivision:

- 102 • The property is within the A-1 zone and consists of 5.05 acres. Each of the two lots meet the
103 required A-1 zoning requirements for size and frontage.
- 104 • A deferral of public improvements was granted by the city council on July 7, 2020. This deferral
105 includes curb, gutter, sidewalk, lighting, and secondary water.
- 106 • There is a 4-inch sewer lateral for Lot 1. Mr. Goldberg will serve letter from South Davis Sewer
107 for future facilities and is required prior to construction of a dwelling on Lot 2. All other utilities
108 are stubbed and will be installed as part of a building permit.
- 109 • This is a small lot subdivision application and if approval is recommended tonight, it will move
110 directly on to city council.

111
112 Alan Malan does not think it is necessary to do anything but gravel for the driveway currently. He would
113 like a reflective address sign/monument at the entrance of the property especially when a home is built.
114 All other Commissioners support the applicant as presented but supported Mr. Malan's suggestions.

115
116 Mr. Goldberg stated that there is an address placard on the property currently that he has had for years
117 and the road is not paved but is heavily compacted. He clarified the addresses are 1388 for Lot 2 and
118 1390 for Lot 1.

119
120 **Action Taken:**

121 ***Laura Charchenko moved to approve the conditional use for a flag lot with the following findings.***
122 ***The proposed use at the particular location is necessary or desirable to provide a service or facility that***
123 ***will contribute to the general well-being of the neighborhood and the community; will not be***
124 ***detrimental to the health, safety, or general welfare of persons residing or working in the vicinity, or***
125 ***injurious to property or improvements in the vicinity; the use and/or accompanying improvements will***
126 ***not inordinately impact schools, utilities, and streets; will provide for appropriate buffering of uses***
127 ***and buildings, proper parking and traffic circulation, the use of building materials and landscaping***
128 ***which are in harmony with the area, and compatibility with adjoining uses; and will comply with the***
129 ***regulations and conditions specified in the land use ordinance for such use. Conditions include: The***

130 *flag lot will comply with fire code; grading of each lot will ensure storm water runoff does not*
131 *negatively impact neighboring properties; determinations as to which are the front, side, and rear*
132 *setbacks for the flag lot shall be designated on the plat. Address numbers will be required at the flag*
133 *lot staff entrance when a dwelling is constructed on Lot 1.*

134 *Commissioner Charchenko also included in the Motion a positive recommendation to city council*
135 *for final plat approval for the Goldberg Subdivision subject to: Annexation Certificate from Lt.*
136 *Governor’s office; and Deferral of Public Improvements agreement as approved by city council on July*
137 *7, 2020. A friendly amendment was added to the Motion to require a reflective address sign for the*
138 *flag lot (Lot 1). Denis Hopkinson seconded the motion and voting was unanimous in favor among*
139 *those present.*

140

141 **4. Staff Report (Cathy Brightwell)**

- 142 • Five candidates for engineer position have been interviewed and narrowed down to two with a
- 143 reference check on one with positive results. This individual seems to be a strong candidate.
- 144 • Covid 19 federal funds has given the city funding for protective equipment and upgrades
- 145 necessary to deal with the pandemic. Planning Commissioners will be receiving an iPad to assist
- 146 with receiving packets and communications.
- 147 • 800 West construction the south end is moving more quickly than it did on the north. It is
- 148 scheduled to be completed by the end of August.
- 149 • Elementary School is coming along but will probably not be completed by the start of school.
- 150 • Smith Property disconnection will be on the next City Council Meeting.
- 151 • Woodhaven Mobile Home Park hopes to have their site plan and development agreement ready
- 152 for the next Planning Commission meeting.

153

154 **5. Consider Meeting Minutes from June 23, 2020.**

155

156 **Action Taken:**

157 *Denis Hopkinson moved to approve of the minutes of the June 23, 2020 meeting as presented.*
158 *Laura Charchenko seconded the motion and voting was unanimous in favor.*

159

160 **6. Adjourn**

161

162 **Action Taken:**

163 *Laura Charchenko moved to adjourn the regular session of the Planning Commission meeting*
164 *at 8.26 pm. Denis Hopkinson seconded the motion. Voting was unanimous in favor.*

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The foregoing was approved by the West Bountiful City Planning Commission on July 11, 2020,
by unanimous vote of all members present.

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Cathy Brightwell – City Recorder

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