

Mayor
Kenneth Romney

City Engineer
Kris Nilsen

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, AUGUST 25, 2020 VIA ZOOM

Prayer/Thought by Mike Cottle

1. Accept Agenda.
2. Request by WholesomeCo Cannabis for Text Change to WBMC
17.62.030.3 Regarding Medical Cannabis Pharmacy Signage Restrictions
3. Discuss Woodhaven Mobile Home Park Expansion Proposal Including Site
Plan, Development Agreement and WBMC 17.72 Mobile Home Parks and
Mobile Home Subdivisions.
4. Staff report.
5. Consider Meeting Minutes from August 11, 2020.
6. Adjourn.

Join Zoom Meeting

<https://us02web.zoom.us/j/82852295630>

Meeting ID: 828 5229 5630

One tap mobile

+14086380968,,82852295630# US (San Jose) +16699006833,,82852295630# 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)
+1 312 626 6799 US (Chicago)	+1 646 876 9923 US (New York)
+1 301 715 8592 US (Germantown)	

Find your local number: <https://us02web.zoom.us/j/kcWsmxWKCl>

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 August 21, 2020 by Cathy Brightwell, City Recorder.

MEMORANDUM



TO: Planning Commission

DATE: August 21, 2020

FROM: Staff

RE: Medical Cannabis Pharmacy Signage Restrictions

This memo introduces Wholesome Therapy's, dba WholesomeCo Cannabis, request for a text change to the city's medical cannabis ordinance related to the specific size limitations on signage.

Background

West Bountiful's recently adopted cannabis ordinance, WBMC 17.62.030.3, restricts the size of signs for Medical Cannabis Pharmacies to 4 ft. X 5 ft. For other businesses within the C-H zone, code allows wall signs to be up to 15% of aggregate area of building elevation on which the signs are installed.

The city's medical cannabis code was modeled after state code; however, state code removed this specific size restriction in March 2020.

Request

WholesomeCo has proposed two signs: one 3-sided rectangular cube measuring 16 ft. by 4 ft. (total 188 sq.ft.) on the freeway side of the Carr building with sign face displayed on the south, west and north sides, and another sign is proposed to go over the front entrance of the business. Both signs comply with the general provisions West Bountiful's sign ordinance, but do not comply with the size restrictions specific to medical cannabis pharmacies. (Note that notwithstanding the size restrictions, the applicant will have to modify the proposed signage to ensure that it contains only the business name and a green cross – no cannabis logo).

WholesomeCo has submitted the attached application for a text change, and includes their justification for their request. Perhaps their primary argument for removing the restriction is the claim that the legislature struck the statewide restriction "to provide for an equitable and fair approach to signage that is consistent with other similarly situated commercial establishments."

Staff Analysis

Staff notes that beyond the size restriction, state code and city code both have other signage restrictions specific to medical cannabis pharmacies that differentiate them from other commercial establishments, such as the state prohibition that limits what can be on the sign, and the city requirement that the exterior façade of the building avoid drawing attention.

Staff recommends that the planning commission evaluate this request using the legislative discretion and standards laid out in state code for enacting land use regulations, to:

- a) provide for the health, safety, and welfare;
- b) promote the prosperity;

- c) improve the morals, peace, good order, comfort, convenience, and aesthetics of each municipality and each municipality's present and future inhabitants and businesses;
- d) protect the tax base;
- e) secure economy in governmental expenditures;
- f) foster the state's agricultural and other industries;
- g) protect both urban and nonurban development;
- h) protect and ensure access to sunlight for solar energy devices;
- i) provide fundamental fairness in land use regulation;
- j) facilitate orderly growth and allow growth in a variety of housing types; and
- k) protect property values.



APPLICATION TO REZONE/CHANGE TEXT

West Bountiful City
PLANNING AND ZONING
550 N 800 W
West Bountiful, UT 84087
(801) 292-4486
www.WBCity.org

PROPERTY ADDRESS: 580 W 100 N, Suite 1 West Bountiful, UT DATE OF APPLICATION: 8/20/20

PARCEL NUMBER: 060390128 CURRENT ZONE: Commercial Highway PROPOSED ZONE:

LEGAL DESCRIPTION ATTACHED: YES NO

Applicant Name(s): Wholesome Therapy, llc (DBA WholesomeCo Cannabis) Alex Iorg, Chris Jeffery, DJ Schanz

Applicant Address (if different than above):

Primary phone: 814-574-7770 E-mail address: Chris@wholesome.co; Alex@wholsome.co

Describe in detail the request for which this application is being submitted and the reasons why the change will benefit the people of West Bountiful. A separate sheet with additional information may be submitted if necessary.

WholesomeCo Therapy, llc is submitting an Application for Text Change to Municipal Code 17.62.030 Medical Cannabis Pharmacies, Section #3a(ii).
This particular section, having to do with Advertising Medical Cannabis Pharmacies, limits the dimensions of signage to not exceed 4ft x 5ft in size.
This size limitation, seemingly pulled from the original, but now stricken language in HB-425, presents a significant challenge for the Pharmacy in terms of patient visibility.
Furthermore, with the limited opportunities in marketing and communications to patients under current State regulations that WholesomeCo has to follow, signage visibility becomes a much more important aspect of the business. For these reasons, as well as others outlined in the attached document, we respectfully request a Text Change to Municipal Code 17.62.030 to be consistent with other similarly situated commercial establishments.

I hereby apply to change text in the West Bountiful Municipal Code, or rezone the property identified above in accordance with the provisions of Utah State Code 10-9a-503. I certify that the above information is true and correct to the best of my knowledge.

Date: 8/20/2020 Applicant Signature: [Signature]

FOR OFFICIAL USE ONLY

Application & \$150 Fee Received Date: NA Public Hearing Date:

Letters sent to affected neighbors:

Planning Commission Approval: City Council Approval:

State Regulations

House Bill 425 (<https://le.utah.gov/~2020/bills/static/HB0425.html>), sponsored by Senator Vickers and signed into law by the Governor in March 2020, struck the size restrictions on Medical Cannabis Pharmacies signage. The intent of this change was to provide for an equitable and fair approach to signage that is consistent with other similarly situated commercial establishments, whether that similarity be by building size and/or zone.

Below are the relevant provisions of HB 425, with the original language stricken (highlighted).

1025 26-61a-505. Advertising.

1026 (1) Except as provided in Subsections (2) and (3), a medical cannabis pharmacy
may

1027 not advertise in any medium.

1028 (2) Notwithstanding any municipal or county ordinance prohibiting signage, a
medical

1029 cannabis pharmacy may use signage on the outside of the medical cannabis pharmacy
that:

1030 (a) includes only:

1031 (i) the medical cannabis pharmacy's name and hours of operation; and

1032 (ii) a green cross; and

1033 [~~(b) does not exceed four feet by five feet in size; and~~]

1034 [~~(c)~~] (b) complies with local ordinances regulating signage.

1035 (3) A medical cannabis pharmacy may maintain a website that includes information
1036 about:

1037 (a) the location and hours of operation of the medical cannabis pharmacy;

1038 (b) a product or service available at the medical cannabis pharmacy;

1039 (c) personnel affiliated with the medical cannabis pharmacy;

1040 (d) best practices that the medical cannabis pharmacy upholds; and

1041 (e) educational material related to the medical use of cannabis.

Proposed Language Change

In drafting Municipal Code 17.62.030, it seems as though the intent was to mirror HB425 as it relates to Medical Cannabis Pharmacies and Advertising. As such, WholesomeCo proposes West Bountiful City Council amend the current text to remain consistent with the updated text of HB425, relating to size restrictions on signage. WholesomeCo proposes West Bountiful adopts new text for Medical Cannabis Pharmacy sign restrictions that are consistent with current city code for similarly situated commercial establishments (e.g. Carr Printing).

Proposed Signage Design

The following are renderings created to provide signage for our business that we paid for and designed based on the law as it was stated when designing the building. These were approved by the State (Department of Health) and meet our own standard of quality, improving the aesthetic of the building, while also providing easy visibility to patients.

Furthermore, the existing business in this building, Carr Printing, has signage that is well beyond the size and scope of the proposed WholesomeCo signage, and has been in place for many years. Some of the existing Carr Printing signage can be seen in the images below.



SITE PLAN & BUILDING

Overview & Scope of Work

Sign Legend

ITEM	Description	Quantity
1	Building Sign	qty 1 64 ft ²
2	Building Letters	qty 1 89 ft ²

The site plan diagram shows a building footprint with dimensions of 150' by 200'. A red location pin labeled '1' is placed on the left side of the building, and a blue location pin labeled '2' is placed on the right side. The WholesomeCo logo is displayed above the site plan. A north arrow is located in the bottom right corner.

ELECTRICAL NOTES

Sign Company DOES NOT provide primary electrical to sign.
 Power to the sign must be done by a licensed electrician in accordance with local electrical codes.
 Each sign must have: 1. A minimum of one dedicated 120V 20A circuit.
 2. Junction box installed within 3' of sign.
 3. Three wires: Line, Ground, Neutral.

identity signs
 14941 NE 95th St.
 Redmond, WA 98052
 425.655.7727
 sales@idsignco.com

Project #42579

Project Name:
Wholesome Co
 Address:
580 W 100 N.
 City/State:
West Bountiful Utah
84010

Date | Revision | Drawn By

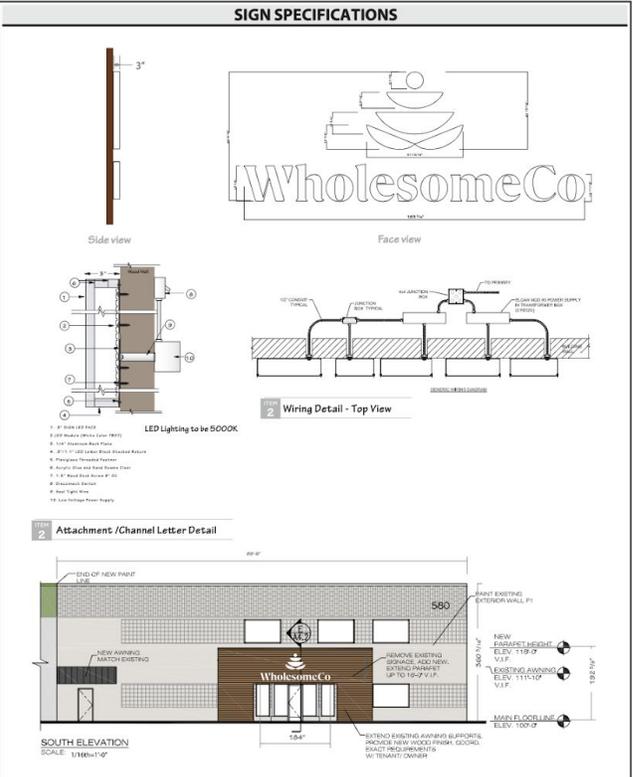
Client Approval: _____
 Date: _____
 Landlord Approval: _____
 Date: _____

Project Manager _____
 Designer
 Christi Zirbel

Sheet Description

Scale
DESIGN DRAWING
 Page 1 of 3
 © 2019 Identity Signs

ITEM 2	ITEM DESCRIPTION
Sign Type	Plexiglass 3" Deep Channel Letters/ Letter Block Sign LED Layers
Voltage:	120 Volt 20 AMP
Sq Ft:	89



identity signs
14941 NE 95th St.
Redmond, WA 98052
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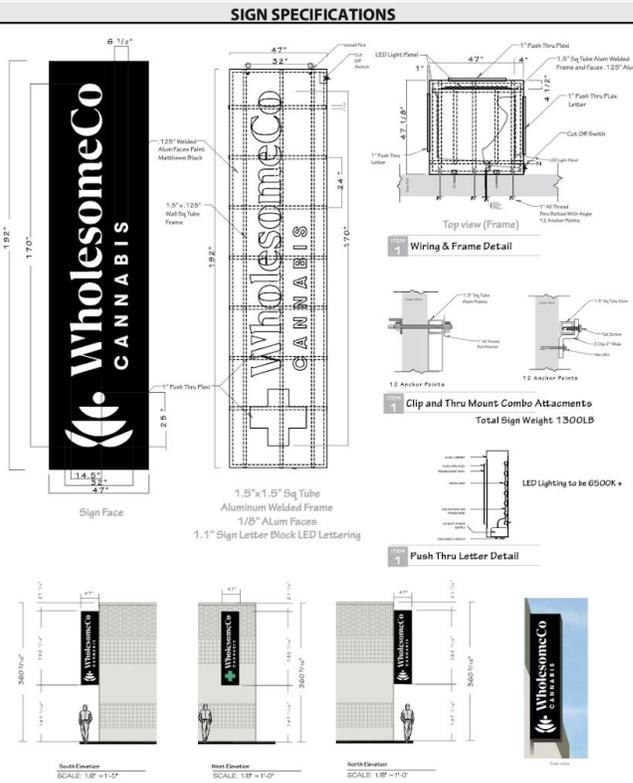
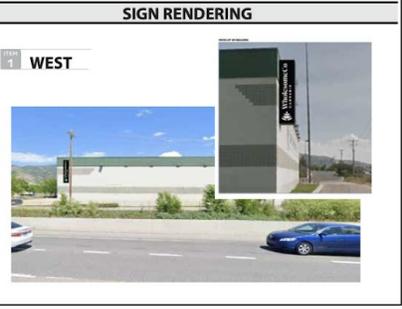
Project Manager
Kim E

Designer
Brent A.

Sheet Description

Scale
DESIGN DRAWING
Page 3 of 3
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ITEM 1	ITEM DESCRIPTION
Sign Type	16"x4"x4" Wall Mounted Sign - 3 Sided - 1.5" Alum Sq Tube Frame - 1/8" Alum Faces - 1" Sign LED Plexiglass.
Voltage:	120 Volt 20 Amp Supplied By Client
Sq Ft:	64



identity signs
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Date:

Project Manager
Kim E

Designer
Brent A.

Sheet Description

Scale
DESIGN DRAWING
Page 2 of 3
© 2019 Identity Signs

MEMORANDUM



TO: Planning Commission

DATE: August 21, 2020

FROM: Kris Nilsen, Cathy Brightwell, Steve Doxey

RE: Woodhaven Mobile Home Park Expansion

As discussed in previous meetings, the new owners of Woodhaven mobile home park are proposing to expand the existing property consisting of 7.46 acres by eight lots/spaces (from 44 to 52).

Following a review of the proposed site plan, lighting plan, draft Development Agreement, and draft ordinance staff presents the following comments for your consideration.

1. Recommend the City receive a copy of the ALTA survey for our records.
2. Recommend a copy of UDOT consent / approval be provided to City for records.
3. Recommend a copy of Fire Marshal consent / approval be provided to City for records.

Because the site drawings will be part of a development agreement, we recommend the following drawings be provided, and offer the following comments (Site Plan, Utility Plan, Grading and Drainage Plan, Lighting Plan and Landscape Plan).

Site Plan

4. Recommend the typical site layout be called a standard site layout and include the following: minimum dimensions for the distance between adjacent structures (identify if existing structure is adjacent), site depth, site width, carport depth, carport width, interior front site line setback. Also include the following maximum dimensions for site depth, site width, home depth, home width, carport depth and carport width.
5. Sheet 2 shows existing site 40 will require the trailer to be relocated to south side of site 40. The trailer on the adjacent site 41 is on the north side of site 41, so the two trailers will be nearest to the shared site line. Recommend the site plan label the spacing between these two adjacent trailers as per fire marshal requirements for adjacent trailers.
6. Recommend the site plan identify and label all existing features that are to be removed, such as structures, utilities, irrigation, meters, signs, buildings, valves, hydrants, fence, drive approaches, curb, sidewalk, etc.
7. Recommend site plan show location, size, type or material of all existing utility lines, stubs, laterals, connections, meters, etc., for the entire existing park area.

8. Recommend the site plan include the area to be security storage. Site plan shall show security storage location, access, circulation, security fencing, parking, etc., as planned. Recommend at least one parking stall/spot be provided for the security area.
9. Recommend the site plan include the area(s) to be park common area. Site plan shall show park common area location, amenities, access, parking (if any), fencing (if any) etc., as planned.
10. Recommend the site plan include the area for the proposed park Mailbox site. Site plan shall show mailbox location, access, circulation, fencing (if any), parking, etc., as planned. Recommend the site plan show proposed vehicle staking or parking at the new mailbox location so that vehicles collecting mail will not block through traffic. Recommend at least one parking stall/spot be provided for the mailbox area.

Utility Plan

11. Recommend utility plan show location, size, type or material of all planned utility lines, stubs, laterals, connections, meters, valves, etc., for the new expansion area and also where applicable for the entire existing park.

Grading and Drainage Plan

12. Indicate the direction and path of the existing drainage of the entire existing park site area. Indicate the path of surface drainage and any know subsurface flow, inlets, pipes, etc.
13. Indicate the direction and path of the proposed drainage on the new expansion area of the park. Indicate the path of surface drainage and any planned subsurface flow, inlets, pipes, etc.
14. The drainage from proposed site 2, proposed site 3 and the landscape area on the frontage of 500 south is proposed to flow to the northwest, to the entrance road and then into Millcreek. Recommend the site plan show finished grade spot elevations or contours of the path the runoff from site 2, site 3 and the subject landscape area will take to get into proposed site 6 and then into to Millcreek. If any grading or drainage improvements are required, they should be part of the utility or demolition/ relocation construction.

Lighting Plan

15. Lighting design with 10 poles provides acceptable lighting along the entrance road.

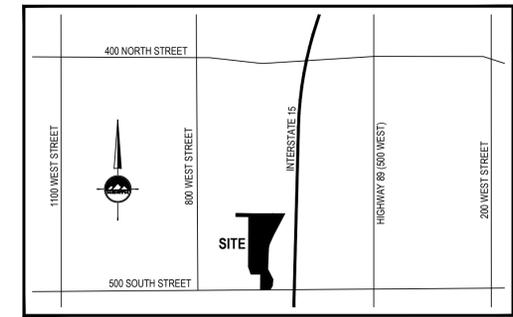
Landscape Plan

16. Recommend the existing landscape area(s) (open, common, set aside, etc.) of the entire park be indicated on a landscape plan.
17. Recommend the areas of new landscape (open, common, set aside, etc.) with the proposed expansion be indicated on the landscape plan. Provide a landscape design of the new landscape area(s) for review by the planning commission.

Review of Draft Agreement

18. Page 1, number 2, third sentence reads that no home or add-on shall be located closer than five (5) feet from the nearest portion of any other home or add-on. Recommend this be a minimum of ten (10) feet or as approved by Fire marshal/building inspector.
19. Page 1, number 3. Unless building code for manufactured/mobile homes is provided, recommend the Marlette Installation Manual be listed as a reference standard and city can use were applicable.
20. Page 1, 3.d., recommend adding a sentence that refers to the site plan, something like, except any grading and drainage improvements as shown on the Site Plan. I currently am requesting some additional final grade information be added to the Site Plan to verify storm water runoff from the proposed expansion area.
21. Page 1, 3.e., recommend adding an item (6) for UDOT requirements, such as to remove existing approach on 500 South (as that is what I currently understand will be required by UDOT).

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
 WEST BOUNTIFUL, DAVIS COUNTY, UTAH

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

SALT LAKE CITY
 Phone: 801.255.0529

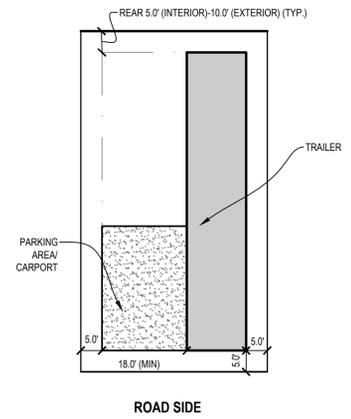
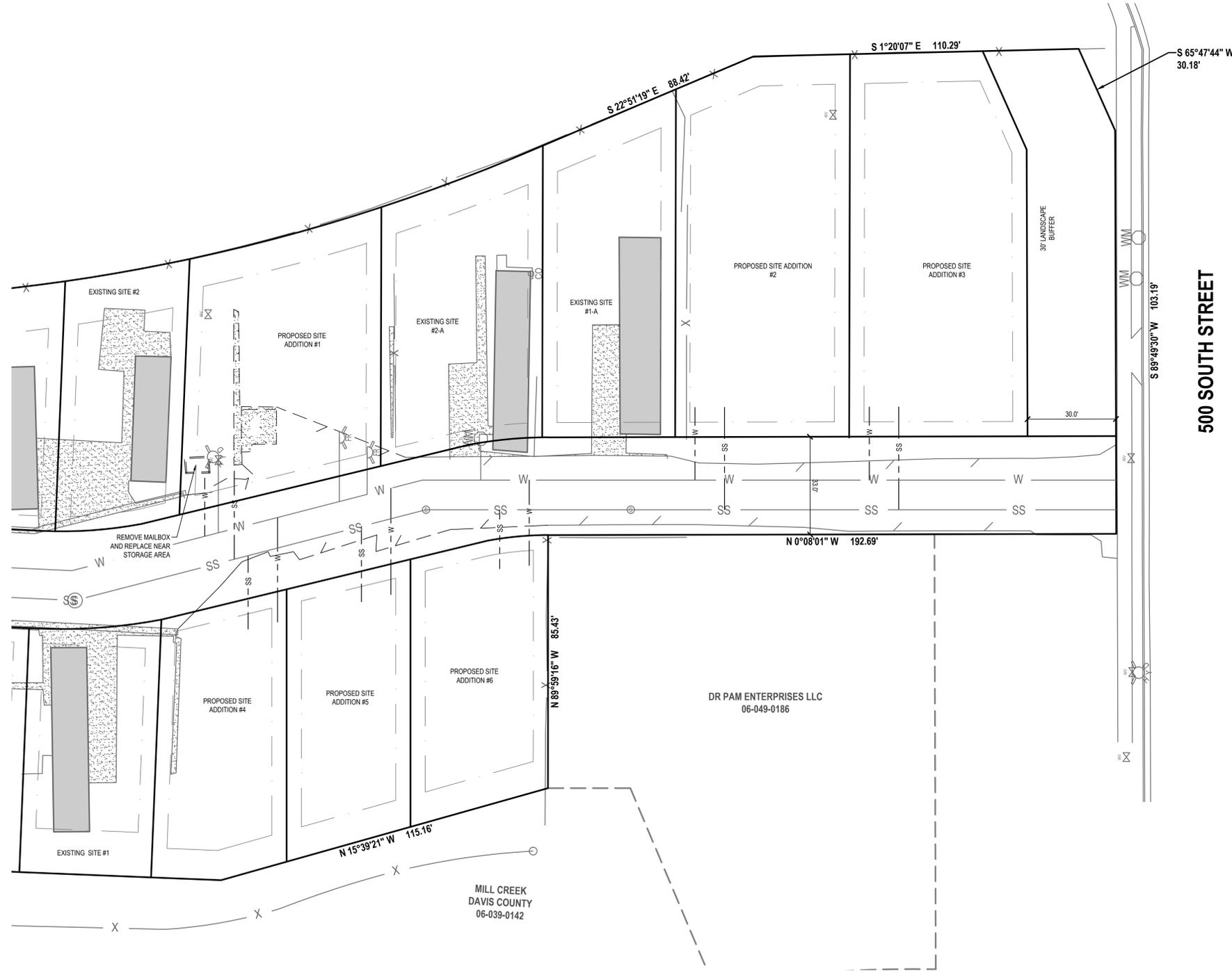
TOOELE
 Phone: 435.843.3590

CEDAR CITY
 Phone: 435.866.1453

RICHFIELD
 Phone: 435.896.2983

WWW.ENSIGNENG.COM

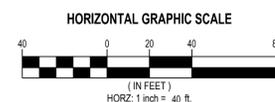
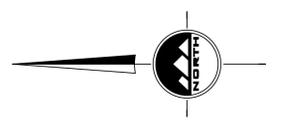
FOR:
 IPGMHC
 18006 SKY PARK CIRCLE STE.#200
 IRVINE, CA
 CONTACT:
 MIKE MCCABE
 PHONE: 949-440-2300



TYPICAL SITE LAYOUT

LEGEND

	SECTION CORNER		EXIST BUILDING
	EXIST MONUMENT		PRO BUILDING
	EXIST REBAR AND CAP		PUBLIC DRAINAGE EASEMENT
	EXIST WATER METER		EXISTING 30" CURB AND GUTTER
	PRO WATER METER		EXIST FENCE
	EXIST WATER MAN-HOLE		PRO FENCE
	PRO WATER MAN-HOLE		EXIST EDGE OF ASPHALT
	EXIST WATER VALVE		PRO EDGE OF ASPHALT
	PRO WATER VALVE		EXIST SANITARY SEWER
	EXIST FIRE HYDRANT		PRO SANITARY SEWER LINE
	PRO FIRE HYDRANT		EXIST WATER LINE
	EXIST SANITARY SEWER MAN-HOLE		PRO WATER LINE
	PRO SANITARY SEWER MAN-HOLE		
	EXIST SIGN		
	PRO SIGN		



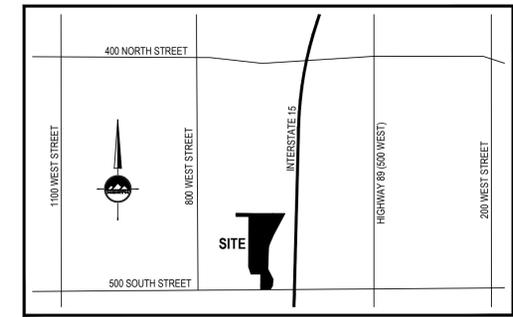
- GENERAL NOTES**
- 6" VINYL PRIVACY FENCE TO BE INSTALLED ALONG EAST NORTH AND WEST SIDES OF PROPERTY
 - ALL EXISTING SITES TO REMAIN AS CURRENTLY LAID OUT.
 - CONTRACTOR TO FIELD LOCATE AND VERIFY LOCATION OF ALL UTILITIES IN ROAD PRIOR TO ANY CONSTRUCTION

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

**SITE PLAN -
 WOODHAVEN
 EXPANSION AREA**

PROJECT NUMBER 9770 PRINT DATE 8/19/20
 DRAWN BY A.SHELBY CHECKED BY T.WILLIAMS
 PROJECT MANAGER T.WILLIAMS



VICINITY MAP
NO SCALE
WEST BOUNTIFUL, DAVIS COUNTY, UTAH



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

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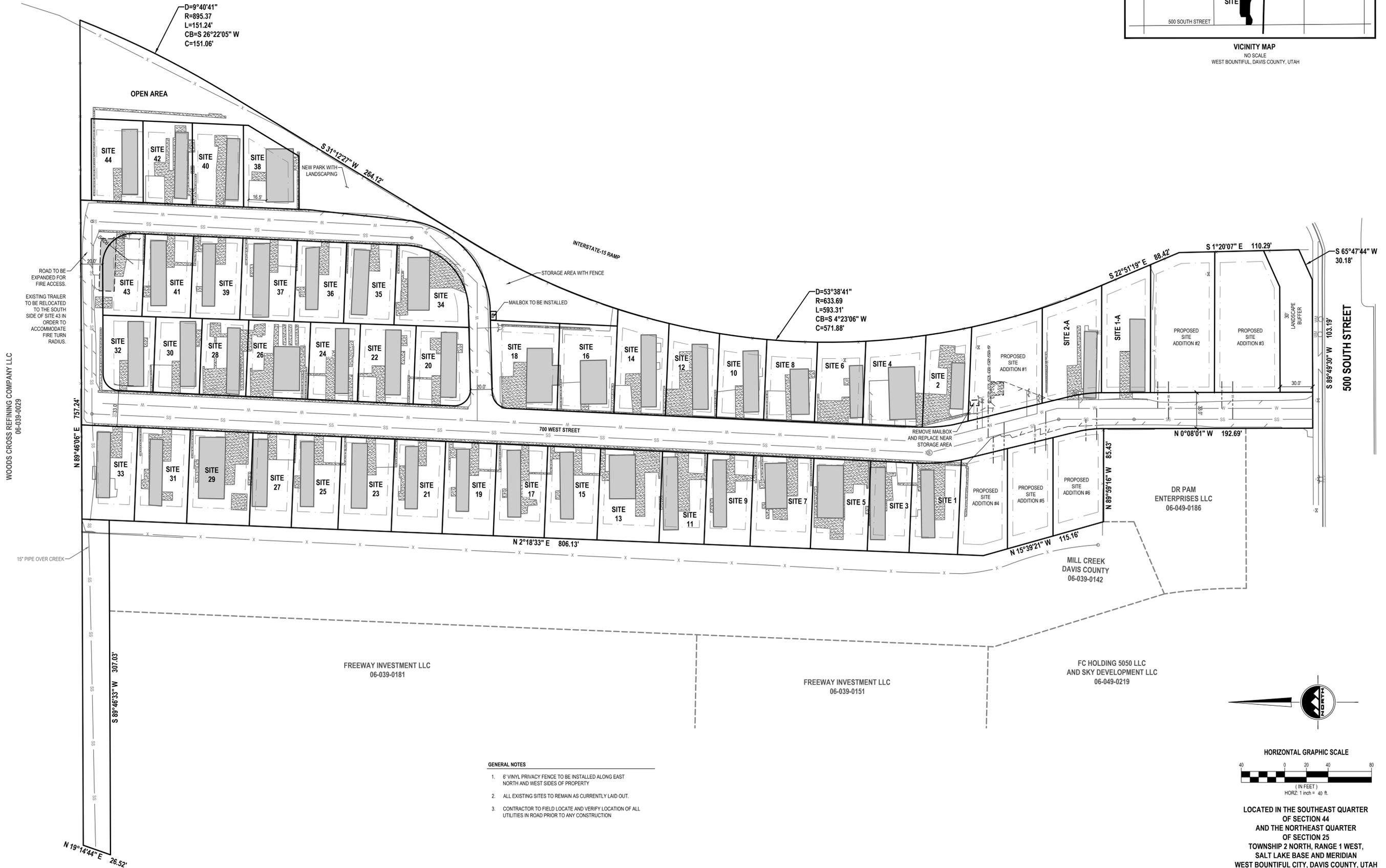
WWW.ENSIGNENG.COM

FOR:
IPGMHC
18006 SKY PARK CIRCLE STE.#200
IRVINE, CA

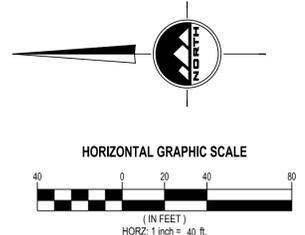
CONTACT:
MIKE MCCABE
PHONE: 949-440-2300

WOOD HAVEN MOBILE HOME EXPANSION

680 WEST 500 SOUTH
WEST BOUNTIFUL CITY, UTAH



- GENERAL NOTES**
- 6" VINYL PRIVACY FENCE TO BE INSTALLED ALONG EAST NORTH AND WEST SIDES OF PROPERTY
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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

SITE PLAN- WOODHAVEN EXPANSION AREA

PROJECT NUMBER 9770 PRINT DATE 8/19/20
DRAWN BY A.SHELBY CHECKED BY T.WILLIAMS
PROJECT MANAGER T.WILLIAMS



Luminaire Schedule						
Symbol	Qty	Label	Arrangement	LLF	Description	Lum. Watts
□	2	GLEDS07 ROW T30 40K	SINGLE	1.000		81
□	8	GLEDS07 SOW T30 40K	SINGLE	1.000		55

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Ground	Illuminance	Fc	0.31	7.7	0.0	N.A.	N.A.
Road Bottom	Illuminance	Fc	1.14	5.2	0.0	N.A.	N.A.
Road Right	Illuminance	Fc	2.58	5.5	0.9	2.87	6.11
Road Top	Illuminance	Fc	1.73	7.5	0.0	N.A.	N.A.

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 6.65 acres of real property located within the City at approximately 680 West 500 South, West Bountiful, ~~and~~ as more particularly described in the attached **Exhibit A** (the “*Property*”).

B. The ~~p~~Property is currently zoned as General Commercial (C-G) and Light Industrial (L-I). ~~The Owner intends to consolidate the lots comprising the p~~Property ~~will be recorded into one recorded lot parcel and to be~~ zoned as Residential Mobile Home (“R-MH”).

C. Owner also desires to expand the existing multi-family, ~~manufactured-mobile~~ home use of the Property with ~~the completion of~~ six (6) additional ~~manufactured-mobile~~ home ~~pads sites~~ and related infrastructure (the “*Expansion Area*”), and to upgrade the entire Property ~~as shown in the exhibits to this Agreement, all as~~ approved by the City and described in this Agreement (collectively, the “*Improvements*”).

D. The parties acknowledge that the Property, existing use on the Property, and the Improvements are not in strict compliance with the requirements of the West Bountiful Municipal Code (the “*Code*”). The parties desire to modify certain of those requirements in accordance with the provisions of this Agreement, as allowed by the Code. Following the execution of this Agreement, Owner intends to submit to the City’s Planning Commission and City Council for approval a final expansion plan (the “*Final Plan*”) for the expansion consistent with the Site Plan (**Exhibit B**)~~The City’s approval of the lot consolidation, rezoning, and expansion and upgrade described above is subject to the execution of this Agreement.-~~

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 and upgrade are generally depicted and described in the Site Plan attached as (**Exhibit B**) and the drawings attached as **Exhibits C** (collectively, the “*Drawings*” or “*Final Plan*”).

2. **COMPLETION OF IMPROVEMENTS.** Owner will provide, construct, and install the Improvements in a satisfactory manner in compliance with the Code, other applicable regulations, and this Agreement, subject to 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-six~~-month period, the City, through its City Council, may extend the time for completing all of the Improvements for up to an additional six (6) months for good cause shown. ~~All homes on the Improvements shall be set back at least five (5) feet from road curbs or walks. No home or add-on shall be located closer than five (5) feet from the nearest portion of any other home or add-on. A security compound for the storage of vehicles, boats, bulk storage and other large items shall be available pursuant to the Final Plan. The set aside area for joint use and enjoyment of mobile home occupants is described in the Final Plan. No yard lighting shall be required for the Improvements except as described in the Final Plan. The City and Owner acknowledge that the park is located on six acres and contains lots with a minimum of net _____ () feet and a minimum width of _____ () feet.~~

~~3.2.~~

4.3. **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 Site Plan (Exhibit B) or the ~~Drawings~~ other exhibits to this Agreement.

b. Setbacks. All mobile homes on the Property shall be set back at least five (5) feet from road edges, curbs or walks. No home or add-on shall be located closer than ten (10) feet from the nearest portion of any other home or add-on. Typical lot setbacks will be, at a minimum, as described in the drawing attached to the Site Plan (Exhibit B).

c. Common Areas. Owner will make available to residents of the Property a security compound for the storage of vehicles, boats, bulk storage and other large items as shown in the Site Plan (Exhibit B). Owner will provide a set aside area for joint use and enjoyment of mobile home occupants is described in the Site Plan.

b.d. Culinary Water. All culinary water main lines within the Expansion Area will be constructed and tied to the City’s existing culinary water system in compliance with all applicable codes and all other applicable standards and engineering requirements of the City and the Utah State Division of Drinking Water. Owner will install new water meters for each mobile homes to be located in the six (6) pads Expansion Area as part of the Improvements. The existing water meters will be used for existing mobile homes on the Property. When and if the State of Utah requires separate metering, ~~the~~ Owner will install new water meters on the existing mobile homes as and to the extent required by State law. ~~Owner shall install new water meters for homes to be located on the six (6) pads as part of the Improvements.~~

e.e. Sanitary Sewer. Owner shall will cause any new mobile homes located on the Improvements in the Expansion Area to be connected to the private sewer existing in the park on the Property. Owner shall will camera the sewer line to verify the integrity of the pipe, the absence of blockages, and ~~to verify~~ man-hole locations.

f. Storm Drainage. The current drainage system flows to the adjacent canal. and

Owner ~~wi~~shall not be required to make any modifications to the existing storm drainage system for the Improvements, ~~except to the extent required to comply with the Grading and Drainage Plan attached as Exhibit C.~~

g. Utilities. ~~Owner will install and connect utilities for the Property in accordance with the Utilities Plan attached as Exhibit D.~~

h. Lighting. ~~Owner will install lighting on the Property in accordance with the Lighting Plan attached as Exhibit E. No yard lighting shall be required for the Improvements except as described in the Lighting Plan.~~

i. Street Improvements. ~~The scope of street improvement work for the Improvements shall be as described in the Final Site Plan and other exhibits, including:~~

- ~~(1) Modifications as noted on the Final Plan.~~
- ~~(2)(1) Owner will seal coat and re-stripe roads on the Property as part of Improvements.~~
- ~~(3)(2) Owner will modify the fire access road in the Northeast corner of the park Property shall be modified pursuant to as shown on the Final Site Plan.~~
- ~~(4) Owner shall add LED street lighting to the main road pursuant to the Final Plan~~
- ~~(3) Owner will comply with UDOT requirements with respect to access to 500 South Street.~~
- ~~(5)(4) Owner shall not be required to expand the existing road, including entrance roadways; and shall not be required to install any sidewalks or gutters; or modify the existing concrete strip on the park Property; or provide for any additional accesses other than the one existing access point to the Property park.~~

j. Landscape Improvements. ~~Owner will provide landscape improvements to the Expansion Area and other areas on the Property; in accordance with the Landscape Plan attached as Exhibit F. but shall not be required to provide any further landscape improvements to the Property. Owner shall not be required to maintain a fifteen (15) foot wide unoccupied strip of land surrounding the park around the perimeter of the Property.~~

k. Trash Receptacles. ~~and Owner shall not be required to house trash receptacles in a closed separate structure. Owner shall keep any storage or solid waste receptacles off the street except as required for trash pickup day.~~

l. Anchoring. ~~Owner shall not be required to cause will anchor mobile homes in the Expansion Area in accordance with industry best practices. As and when mobile homes are replaced on the remainder of the Property, Owner will cause them to be owned by third parties to be anchored until Owner or any affiliate of Owner acquires title to the mobile homes in accordance with best practices.~~

5.4. 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;
~~removed reference to maintenance of storm water prevention 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.

d. Building Permit Prerequisites. The City will authorize the installation of new mobile homes as the new in the Expansion pads Area as sites are ready. However, the City will withhold permission a certificate of occupancy of the new for each such mobile homes will be withheld until the expansion project Improvements have been completed and final approvals have

been issued by the City. ~~The A separate building permit will be requireds to set homes will be separate~~ for each ~~pad~~mobile home site.

~~(1)~~ **Fire Protection.** ~~The Each mobile~~ homes will be located on a ~~pad-site that lies~~located within 500 feet of a fire hydrant that is fully charged with water and under sufficient pressure to provide adequate fire protection. There are ~~two~~2 hydrants ~~in-on~~ the ~~park-Property~~ as described in the ~~Final-Site Plan~~.

~~(2)~~(1)

~~(3)~~(2) **Street and Parking Surfaces.** Each mobile home will be located on a ~~pad~~ site with ~~parking~~ space for two (2) vehicles. **No additional guest parking shall be required as part of the Improvements.**

~~(4)~~(3) **Sewer Connection.** ~~Theis P~~property is ~~already~~ connected to the South Davis Sewer District ~~system~~. ~~Mobile home sites in the Expansion Area will require an approveding~~ connection to the sanitary sewer system.

~~(5)~~(4) **As-built Drawings.** Acceptable record/as-built drawings shall be submitted to the City for review and acceptance upon completion of the Improvements.

e. Stop Work Order. In the event the City determines Owner is in violation of any material provision of this Agreement, including the foregoing standards for Improvements, and sufficient cause exists to stop the work, then, upon ten (10) days written notice to Owner, the City may shut down all work on the expansion and prevent further construction or building activity until Owner remedies the violation and is once again in full compliance with the provisions of this Agreement. Any such stop work order will be without prejudice to any other right or remedy of the City.

~~f. Guarantees. Owner shall not be required to provide any guarantee bonds or equivalent guarantee in connection with the approved Improvements.~~

6.5. FEES AND CHARGES. Owner will pay all fees and charges required by the Code, including plat fees, storm drain impact fees, and public improvement inspection fees; and all lot-specific required fees and charges, including building permit fees, before any building permit is issued.

7.6. 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 ten (10) business 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.

8.7. 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. **Completion of Improvements by the City.** The City may elect to complete, repair, or replace the Improvements, as it deems necessary. Owner hereby grants to the City, its officers, employees, agents and contractors, the unrestricted right to enter upon the property for the purpose of completing or remedying the Improvements in the event of Owner's default. All costs the City incurs in completing or remedying the Improvements, including attorney fees, administrative fees, and court costs, whether incurred in litigation or otherwise, will be included in the cost of the Improvements.

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

b. **Suspension of Building Permits.** The City may suspend the issuance of new building permits until the Improvements are satisfactorily completed, repaired, or replaced.

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

d. **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.

9.8. 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. ~~For Insufficient Proceeds~~ Completion of Improvements by the City. In the event the City elects to complete the Improvements or remedy substandard or defective Improvements, Owner will indemnify, defend, and hold harmless the City and its officers, employees, agents, consultants and contractors, from and against all liability for the payment of any labor or material liens which may result from the work of any contractor (including subcontractors and materialmen of any such contractor) hired by the City or which may arise.

c. 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.

10.9. 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.

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

12.11. 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, impact fees, and inspection fees required by City ordinance or resolution prior to such inspection.

b. Right to Enter Subdivision. Owner grants to the City, its officers, employees, agents and contractors, the unrestricted right to enter upon the ~~expansion p~~Property for the purpose of inspecting, completing, repairing, or replacing the Improvements, ~~excluding any interior inspection of existing homes owned by private homeowners.~~

c. Payment to Third Parties. Owner will timely pay all third parties for labor and materials provided for the Improvements. Owner will promptly remove all liens for labor and materials from the expansion property, and will indemnify, defend, and hold harmless the City and its officers, employees, agents, consultants and contractors, from and against all liability for such liens.

13.12. 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
Attn: Mike McCabe / SPM

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.

l. Exclusions from Ceity Ordinance zoning "RMH"ode Requirements. For reference only, this section describes exceptions in this Agreement to the provisions of Chapter 17.72 of the Code, governing mobile home parks:

(1) Section 17.72.020:

- C.-2. Existing dDesign will remainbe as shown in the Site Plan.
- C.-3.; Current homes do not have enclosures for trash cans. There is no shared dumpster location at Woodhaven on the Property. No enclosures will be provided.
- G. Owner will be financially responsible for maintaining all common areas.
E.3. See attached Utah MH installation guideline. This will be the standard for future MH installation

- ~~— E.4, Woodhaven MHC, LLC does not own the homes and cannot provide the city with access to the inside~~
- ~~— E.5 Woodhaven MHC, LLC will resolve any issues with the common area of the park. Any issue with an existing mobile home would be between the city and the owner of the mobile home.~~
- ~~— Section 17.72.030:~~
 - ~~(2) A, Mobile homes per acre are based on the attached site plan for Woodhaven.~~
 - ~~B.7, Set-backs for existing mobile homes will remain in their current condition. New and replacement mobile homes home sets will comply with standard set-back requirements.~~
 - ~~— C, No street parking will be provided at Woodhaven.~~
 - ~~E.7, The common area will be as provided perin the attached sSite Pplan will be all that is provided for Woodhaven. Woodhaven does not have the space to meet the 10% requirement.~~
 - ~~I.4 and I.&5.7, Rexisting road and design and curb design will be as shown in the Site Planapproved as is. No additional sidewalks will be provided.~~
 - ~~I.6-6.7, Woodhaven only has one street access off the south side. No secondary access will be provided.~~
 - ~~— K, existing sheet draining design to the canal on the west side will remain.~~
 - ~~L.2.7, the Woodhaven siteThe Property is less than 10 acres, as shown on the Site Plan. and will remain as is.~~
 - ~~— L.3, is N/A to Woodhaven~~
 - ~~— M, no common laundromat facility will be included.~~
- ~~— 17.72.040~~
 - ~~— A.2, existing home pads do not meet the 5,000 square foot minimum and will remain as is.~~
 - ~~— A.3, set backs per the attached exhibit in this development agreement~~
 - ~~— A.4, We will not have~~

[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

EXHIBIT LIST

- Exhibit A** Legal Description of the Property
- Exhibit B** Site Plan (including setback design)
- Exhibit C** ~~Drawings~~ Grading and
Drainage Plan
- Exhibit D** Utilities Plan
- Exhibit E** Lighting Plan
- Exhibit F** Landscape Plan

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 6.65 acres of real property located within the City at approximately 680 West 500 South, West Bountiful, 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 (L-I). Owner intends to consolidate the lots comprising the Property into one recorded parcel to be zoned Residential Mobile Home (R-MH).

C. Owner also desires to expand the existing multi-family, mobile home use of the Property with six (6) additional mobile home sites and related infrastructure (the “***Expansion Area***”), and to upgrade the entire Property as shown in the exhibits to this Agreement, all as approved by the City and described in this Agreement (collectively, the “***Improvements***”).

D. The parties acknowledge that the Property, existing use on the Property, and the Improvements are not in strict compliance with the requirements of the West Bountiful Municipal Code (the “***Code***”). The parties desire to modify certain of those requirements in accordance with the provisions of this Agreement, as allowed by the Code. The City’s approval of the lot consolidation, rezoning, and expansion and upgrade described above is subject to the execution of this Agreement.

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 and upgrade are generally depicted and described in the Site Plan attached as **Exhibit B**.

2. COMPLETION OF IMPROVEMENTS. Owner will provide, construct, and install the Improvements in a satisfactory manner in compliance with the Code, other applicable regulations, and this Agreement, subject to 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 six-month period, the City, through its City Council, may extend the time for completing all of the Improvements for up to an additional six (6) 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 depicted or described in the Site Plan (**Exhibit B**) or the other exhibits to this Agreement.

b. Setbacks. All mobile homes on the Property shall be set back at least five (5) feet from road edges, curbs or walks. No home or add-on shall be located closer than ten (10) feet from the nearest portion of any other home or add-on. Typical lot setbacks will be, at a minimum, as described in the drawing attached to the Site Plan (**Exhibit B**).

c. Common Areas. Owner will make available to residents of the Property a security compound for the storage of vehicles, boats, bulk storage and other large items as shown in the Site Plan (**Exhibit B**). Owner will provide a set aside area for joint use and enjoyment of mobile home occupants is described in the Site Plan.

d. Culinary Water. All culinary water main lines within the Expansion Area will be constructed and tied to the City's existing culinary water system in compliance with all applicable codes and all other applicable standards and engineering requirements of the City and the Utah State Division of Drinking Water. Owner will install new water meters for each mobile home located in the Expansion Area as part of the Improvements. The existing water meters will be used for existing mobile homes on the Property. When and if the State of Utah requires separate metering, Owner will install new water meters on the existing mobile homes to the extent required by State law.

e. Sanitary Sewer. Owner will cause any new mobile homes located in the Expansion Area to be connected to the private sewer existing on the Property. Owner will camera the sewer line to verify the integrity of the pipe, the absence of blockages, and man-hole locations.

f. Storm Drainage. The current drainage system flows to the adjacent canal. Owner will not be required to make any modifications to the existing storm drainage system for the Improvements, except to the extent required to comply with the Grading and Drainage Plan attached as **Exhibit C**.

g. Utilities. Owner will install and connect utilities for the Property in accordance with the Utilities Plan attached as **Exhibit D**.

h. Lighting. Owner will install lighting on the Property in accordance with the Lighting Plan attached as **Exhibit E**. No yard lighting shall be required for the Improvements except as described in the Lighting Plan.

i. Street Improvements. The street improvement work for the Improvements shall be as described in the Site Plan and other exhibits, including:

- (1) Owner will seal coat and re-stripe roads on the Property.

- (2) Owner will modify the fire access road in the northeast corner of the Property as shown on the Site Plan.
- (3) Owner will comply with UDOT requirements with respect to access to 500 South Street.
- (4) Owner will not be required to expand the existing road, including entrance roadways; install any sidewalks or gutters; modify the existing concrete strip on the Property; or provide any access other than the existing access point to the Property.

j. Landscape Improvements. Owner will provide landscape improvements to the Expansion Area and other areas on the Property in accordance with the Landscape Plan attached as **Exhibit F**. Owner will not be required to maintain a fifteen (15) foot wide unoccupied strip of land around the perimeter of the Property.

k. Trash Receptacles. Owner shall not be required to house trash receptacles in a closed separate structure. Owner shall keep any storage or solid waste receptacles off the street except as required for trash pickup day.

l. Anchoring. Owner will anchor mobile homes in the Expansion Area in accordance with industry best practices. As and when mobile homes are replaced on the remainder of the Property, Owner will cause them to be anchored in accordance with best practices.

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;
- (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.

d. Building Permit Prerequisites. The City will authorize the installation of new mobile homes in the Expansion Area as sites are ready. However, the City will withhold a certificate of occupancy for each such mobile home until the Improvements have been completed and final approvals have been issued by the City. A separate building permit will be required for each mobile home site.

(1) **Fire Protection.** Each mobile home will be located on a site located within 500 feet of a fire hydrant that is fully charged with water and under sufficient pressure to provide adequate fire protection. There are two hydrants on the Property as described in the Site Plan.

(2) **Street and Parking Surfaces.** Each mobile home will be located on a site with parking space for two (2) vehicles. No additional guest parking shall be required as part of the Improvements.

(3) **Sewer Connection.** The Property is connected to the South Davis Sewer District system. Mobile home sites in the Expansion Area will require an approved connection to the sanitary sewer system.

(4) **As-built Drawings.** Acceptable record/as-built drawings shall be submitted to the City for review and acceptance upon completion of the Improvements.

e. Stop Work Order. In the event the City determines Owner is in violation of any material provision of this Agreement, including the foregoing standards for Improvements, and sufficient cause exists to stop the work, then, upon ten (10) days written notice to Owner, the City may shut down all work on the expansion and prevent further construction or building activity until Owner remedies the violation and is once again in full compliance with the provisions of this Agreement. Any such stop work order will be without prejudice to any other right or remedy of the City.

5. **FEES AND CHARGES.** Owner will pay all fees and charges required by the Code, including plat fees, storm drain impact fees, and public improvement inspection fees; and all lot-specific required fees and charges, including building permit fees, before any building permit is issued.

6. **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 ten (10) business 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.

7. **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. **Completion of Improvements by the City.** The City may elect to complete, repair, or replace the Improvements, as it deems necessary. Owner hereby grants to the City, its officers, employees, agents and contractors, the unrestricted right to enter upon the property for the purpose of completing or remedying the Improvements in the event of Owner's default. All costs the City incurs in completing or remedying the Improvements, including attorney fees, administrative fees, and court costs, whether incurred in litigation or otherwise, will be included

in the cost of the Improvements. Upon written notice, Owner will compensate the City for all such costs.

b. Suspension of Building Permits. The City may suspend the issuance of new building permits until the Improvements are satisfactorily completed, repaired, or replaced.

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

d. 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.

8. 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. Completion of Improvements by the City. In the event the City elects to complete the Improvements or remedy substandard or defective Improvements, Owner will indemnify, defend, and hold harmless the City and its officers, employees, agents, consultants and contractors, from and against all liability for the payment of any labor or material liens which may result from the work of any contractor (including subcontractors and materialmen of any such contractor) hired by the City or which may arise.

c. 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.

9. 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.

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

11. 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, impact fees, and inspection fees required by City ordinance or resolution prior to such inspection.

b. Right to Enter Subdivision. Owner grants to the City, its officers, employees, agents and contractors, the unrestricted right to enter upon the Property for the purpose of inspecting, completing, repairing, or replacing the Improvements.

c. Payment to Third Parties. Owner will timely pay all third parties for labor and materials provided for the Improvements. Owner will promptly remove all liens for labor and materials from the expansion property, and will indemnify, defend, and hold harmless the City and its officers, employees, agents, consultants and contractors, from and against all liability for such liens.

12. 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
Attn: Mike McCabe / SPM

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.

I. Exclusions from Code Requirements. For reference only, this section describes exceptions in this Agreement to the provisions of Chapter 17.72 of the Code, governing mobile home parks:

(1) Section 17.72.020:

- C.2. Design will be as shown in the Site Plan.
- C.3. Current homes do not have enclosures for trash cans. There is no shared dumpster location on the Property. No enclosures will be provided.
- G. Owner will be financially responsible for maintaining all common areas.

(2) Section 17.72.030:

- B. Setbacks for existing mobile homes will remain in their current condition. New and replacement mobile homes will comply with standard setback requirements.
- E. The common area will be as provided in the Site Plan.
- I.4 and I.5. Road and curb design will be as shown in the Site Plan. No additional sidewalks will be provided.
- I.6. No secondary access will be provided.
- L.2. The Property is less than 10 acres, as shown on the Site Plan.

[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

EXHIBIT LIST

- Exhibit A** Legal Description of the Property
- Exhibit B** Site Plan (including setback design)
- Exhibit C** Grading and Drainage Plan
- Exhibit D** Utilities Plan
- Exhibit E** Lighting Plan
- Exhibit F** Landscape Plan

Chapter 17.72 MOBILE_HOME PARKS AND MOBILE_HOME SUBDIVISIONS

Sections:

17.72.010 Purpose and intent.

17.72.020 Standards and requirements.

17.72.030 Additional requirements for mobile home parks.

17.72.040 Additional requirements for mobile home subdivisions.

17.72.010 Purpose and intent.

The purposes and intent of this chapter are:

- A. To permit variety and flexibility in land development for residential purposes by allowing the use of mobile homes located in the on "R-MH Zoning" property district under certain conditions; ~~and~~
- B. To require that mobile home developments be of such character as to promote the objectives and purposes of this title; to protect the integrity and characteristics of the district contiguous to those in which mobile home parks are located; and to protect other land use values contiguous to or near mobile home developments; and
- C. To authorize the city to enter into individual development agreements with developers to supplement or modify this chapter for certain projects.

17.72.020 Standards and requirements.

- A. The ~~planning commission~~ city shall review the proposed development plan to determine its compliance with all portions of the city's master general plan ~~and, among other things, shall attempt to make ensure~~ that ~~such the~~ development will constitute a residential environment of sustained desirability and stability and that ~~it~~ will not adversely affect amenities or uses in the surrounding area.

Standards higher than the minimum standards contained in this title may be required if necessary for local conditions of health, safety and protection of property, and to ~~insure~~ ensure that the development will mix harmoniously with contiguous and nearby existing and planned uses.

- B. The ~~planning commission~~ city shall not approve any application for a mobile_home park or mobile_home ~~conditional use permit~~ subdivision if the developer cannot provide required water supplies and facilities, waste disposal systems, storm drainage facilities, access or improvements. Nor shall such a permit be granted if the developer cannot assure that the development will be completed in a reasonable time, or if the planning commission or city

council determines there would be unusual danger of flood, fire or other hazard. Nor shall such ~~a permit approval~~ be granted if the proposed development would be of such character or in such a location that it would:

1. Create excessive costs for public services and facilities;
 2. Endanger the health or safety of the public;
 3. Unreasonably hurt or destroy the environment;
 4. Cause excessive air or water pollution, or soil erosion; or
 5. Be inconsistent with any adopted general or specific plan of the area in which it is to be placed.
- C. The development shall conform to the following standards and requirements, unless modified by an approved ~~planned unit development plan, separate development agreement or otherwise allowed by the city:~~
1. The area shall be in one ownership, or if in several, the application for approval of the development shall be filed jointly by all owners of the property included in the plan.
 2. A strip of land at least ~~fifteen ten (1510)~~ feet wide surrounding the entire park shall be left unoccupied, ~~and The strip may be used for roadways or otherwise~~ shall be planted and maintained in lawn, shrubs and/or trees, ~~with a~~ An approved wall or fence designed to afford privacy to the development ~~shall be maintained around the perimeter of the development.~~
 3. All storage and solid waste receptacles outside the confines of any mobile home shall be housed in a closed structure compatible in design and construction to the mobile homes, and to any service buildings within the development; all patios, carports, garages and other add-ons shall be compatible in design and construction with the mobile home ~~community development~~. All service buildings shall be constructed in accordance with standard commercial practice and kept in good repair as determined by the zoning administrator.
 4. All mobile home parks and mobile home subdivisions shall also conform to all applicable state regulations. In the event of any conflict between the regulations and this chapter, this chapter shall take precedence when its regulations are ~~more stricter~~, and the provisions of the state regulations shall take precedence when such regulations are ~~more stricter~~.
- D. Every mobile home park and mobile home subdivision shall provide underground utility service to every mobile home ~~space or lot as required by the planning commission, including, but not limited to at a minimum,~~ water, sewer, power and television.

E. Inspection and Special Regulation of Mobile HHomes. Mobile homes are considered by the city to be less durable and less resistant to deterioration than ~~are~~ conventional homes. Therefore, all mobile homes ~~which are used for human habitation~~, whether conforming or non-conforming, and whether located in mobile home parks, ~~in or~~ mobile home subdivisions ~~or bona fide farms or ranches~~, shall be subject to the following special regulations:

1. ~~A building P~~ermits ~~are is~~ required for each mobile home ~~plumbing and electrical hookups, and such hookups shall be made only by licensed plumbers and electricians~~ installed or placed within a mobile home park or mobile home subdivision.
2. No mobile home may be placed on a permanent foundation without state-approved modification.
3. No ~~modular home or~~ mobile home shall be moved into or within the city without a HUD certification for compliance with the National Home Construction and Safety Standards Act of 1974. Homes manufactured prior to June 15, 1976, must receive a certificate of compliance from the state prior to being moved into or within the city.
4. The city may perform a visual, exterior inspection of ~~Each~~ mobile home, and visual inspection of each mobile home space or lot, within the city may be inspected annually, or upon evidence of need, by the building inspector, to determine whether the structure is sound and being kept in a safe and sanitary condition for human habitation compliance with this chapter and other applicable regulations. During the inspection, the building inspector shall determine whether the mobile home is being maintained in violation of the fire or sanitary codes adopted by the city, whether substantial deterioration of the structure exists so as to adversely affect the health or safety of the occupants, or whether there has been such deterioration in appearance as to render the mobile home unsightly and to adversely affect the value of neighboring properties.
5. Upon a finding of noncompliance, the building inspector shall city may order the developer owner or operator of the mobile home park or the private mobile home owner, as applicable, to correct the deficiencies corrected and obtain a certificate of compliance obtained within thirty (30) days.
6. If such deficiencies are not corrected, or cannot be corrected, the city may lien the mobile home park or mobile home subdivision lot and pursue any other remedies allowed under shall be ordered vacated and removed from the premises, and shall not thereafter be used for human habitation within the city unless all deficiencies are corrected and a certificate of compliance the Municipal Code and other applicable law obtained by the home owner.

F. Compliance with Other Regulations. Any mobile home located in any permitted area shall comply with and conform to all ~~other~~ zoning laws, development agreements, rules, and regulations, including and building, plumbing, electrical, fire prevention, and all other codes and requirements applicable to a structure or building erected within the district in which the mobile home is located.

G. Guarantees.

1. For mobile_home parks, adequate and reasonable guarantees must be provided as determined by the ~~planning commission~~city for permanent retention of open spaces and for the maintenance of roadways, storage facilities, service facilities, and landscaping resulting from the application of these regulations. Guarantees may be in the form of a bond, or a mortgage on real estate, in a sum ~~to be determined by the planning commission~~, and in a form ~~which must be~~ approved by the city council and the city attorney.

~~2. In any case, when a mobile_home park is owned by more than one person, the developer shall establish and appoint a park manager. The manager shall be authorized to receive, process and represent fully the interests of the owners in respect to the continuing management and maintenance of the park.~~

~~3. The obtaining of an annual business license from the city shall be a prerequisite to the operation of any mobile_home park in the city.~~

~~4. In the event a mobile_home is not completed according to approved plans, the annual business license shall be denied, the mobile_homes and associated property and facilities shall be removed, and all services shall be discontinued before any part of the land within the development planning area may be used for any other purpose, or be subdivided.~~

17.72.030 Additional requirements for mobile_home parks.

In addition to the requirements for mobile_home parks set forth in Section 17.72.020, mobile_home parks shall meet all of the following requirements ~~unless modified by an approved planned unit development plan, separate development agreement or otherwise allowed by the city:~~

- A. The number of mobile_homes shall be limited to ten (10) units per acre and may be limited to fewer units, depending on mobile_home size, topography and other factors of the particular site. The mobile_homes may be clustered; provided, that the total number of units does not exceed the number permitted on one acre, multiplied by the number of acres in the development. The remaining land not contained in individual lots, roads, or parking shall be set aside and developed as parks, playgrounds and service areas for the common use and enjoyment of occupants of the development, and visitors thereto.
- B. No home or add-on shall be located closer than ~~twenty ten~~ (210) feet from the nearest portion of any other home or add-on. All such homes and add-ons shall be set back at least ten (10) feet from road curbs or walks. If the mobile_home tongue remains attached, it shall be set back a minimum of six feet from road curbs or walks. All mobile_homes shall be set back at least ~~ten fifteen~~ (105) feet from any boundary of the mobile_home park.
- C. ~~Two~~ Off-street parking ~~spaces per pad~~ shall be provided ~~at the rate of two parking spaces per for each~~ mobile_home space, and each such parking space shall have a minimum width of ten (10) feet and minimum depth of twenty (20) feet. In no case shall the parking space be located farther than one hundred (100) feet from the mobile_home space it is designed to serve.

- D. A ~~security compound for secure storage of vehicles, boats and other large items shall be provided equivalent to a minimum of three hundred (300) square feet of paved area per mobile home space.~~
- ~~E. One-story, bulk storage area area, improved and screened in a manner approved by the city, shall be provided within a mobile home park, equivalent to sixty (60) square feet per mobile home space. The area designated for bulk storage shall be improved, landscaped and screened in such a manner as approved by the planning commission.~~
- FE. Not less than ten (10) percent of the gross land area shall be set aside for the joint use and enjoyment of occupants. The land covered by vehicular roadways, sidewalks and off-street parking shall not be construed as part of this ten (10) percent common area required; ~~provided, however, that in initial stages of development or special smaller developments the minimum area shall be not less than one-half acre or ten (10) percent, whichever is greater.~~
- GF. ~~Yard lighting within the mobile home shall conform to a lighting plan approved by the city. a minimum of two-tenths foot candles of light shall be required for protective lighting the full length of all driveways and walkways.~~
- HG. All areas not covered by mobile homes ~~or recreational vehicles~~, hard surfacing, or buildings shall be landscaped as in accordance with a landscape plan approved by the ~~planning commission~~ city, and such landscaping shall be permanently maintained.
- H. All off-street parking spaces and driveways shall be hard surfaced before the adjacent spaces may be occupied.
- J. All roadways shall be designed to accommodate anticipated traffic, including the following standards, unless modified by an approved planned unit development plan:
1. One-way traffic: a minimum of fifteen (15) feet in width plus extra width as necessary for maneuvering mobile homes;
 2. Two-way traffic: a minimum of thirty (30) feet in width;
 - ~~3. Entrance roadways: a minimum of thirty-six (36) feet in width;~~
 34. Roadways: hard surfaced and bordered by twenty-four (24) inch rolled gutters or an approved equivalent;
 45. Sidewalks: thirty-six (36) inch minimum width sidewalks on all main roadways within the development, ~~if required~~ unless otherwise approved by the city, in its sole discretion, in a planning commission development agreement; and
 56. Access: at least two accesses to public streets, unless ~~more than one access is prohibited by a responsible public agency. Existing park has only one access~~ otherwise approved by the city, in its sole discretion, in a development agreement.

~~KJ~~. Within forty-five (45) days of occupancy, each mobile home shall be skirted, or if shields are used, they are to be fireproof, well painted, or otherwise preserved.

~~LK~~. Storm drainage facilities shall be so constructed as to protect residents of the development as well as adjacent property owners. Such facilities must be of sufficient capacity to ~~insure~~ ensure rapid drainage and prevent the accumulation of stagnant pools of water in or adjacent to the development.

~~ML~~. The mobile home park shall:

1. Be in keeping with the general character of the district in which it is to be located,
2. Be located on a parcel of land not less than ten (10) acres, or on two or more parcels separated by a street or alley only and totaling ten (10) acres, unless ~~modified by~~ anotherwise approved by the city, in its sole discretion, in planned-unit development ~~plan~~agreement; and
3. Have at least twenty-five (25) spaces completed, ready for occupancy, or an approved financing plan for construction and phase completion, together with approved security to assure compliance, before first occupancy is permitted.

~~NM~~. A launderette for convenience of park occupants, but not for the general public, may be included in mobile home parks.

~~ON~~. No mobile home space shall be rented for a period of less than ~~thirty-ninety~~ (30) days, and occupancy shall be by written lease. Leases shall be made available for inspection by the officials of the city upon demand.

~~PO~~. Access shall be provided to each mobile home lot for maneuvering mobile homes into position. The access way shall be kept free from trees and other immovable obstructions. Paving under mobile homes will not be required if adequate support is provided as required by state or city regulations. Use of planks, steel mats, or other means to support the mobile home during placement shall be allowed, so long as the same are removed upon completion of placement.

P. When a mobile home park is owned by more than one person, the developer shall establish and appoint a park manager. The manager shall be authorized to receive, process and represent fully the interests of the owners in respect to the continuing management and maintenance of the park.

Q. The owner and operator of a mobile home park shall obtain and maintain a business license issued by the city as a prerequisite to the operation of the mobile home park. In the event the mobile home park is not completed or maintained according to approved plans, the business license shall be denied or revoked, the mobile homes and associated property and facilities shall be removed, and all services shall be discontinued before any part of the land within the development area may be subdivided or used for any other purpose.

17.72.040 Additional requirements for mobile home subdivisions.

In addition to the requirements for mobile_home subdivisions outlined above, mobile_home subdivisions shall meet all of the following requirements unless modified by an approved planned unit development plan, separate development agreement or otherwise allowed by the city:

- A. Mobile_home subdivisions may be approved by the city council in locations permitting such use in this title. Before such approval may be granted, a report to the city council by the planning commission shall find that the proposed development will:
 - 1. Be located on a parcel of land containing not less than five acres;
 - 2. Contain lots with a minimum net five thousand (5,000) square feet and a minimum width of fifty (50) feet;
 - 3. Contain lots with minimum ~~and~~ side yard setbacks of ten (10) feet on each side, and front and rear yard setbacks of ten (10) feet each; and
 - 4. Be organized in a homeowners' association, if required by the planning commission.
- ~~B. The planning commission may require a security compound for the storage of vehicles, boats, and other large items, to be provided equivalent to a minimum of three hundred (300) square feet of paved area per mobile-home lot, to be maintained by a homeowners' association in the mobile_home subdivision.~~
- ~~C. Each mobile_home shall be skirted or shielded within forty-five (45) days of occupancy. If shields are used, they are to be fireproof and painted, or otherwise preserved.~~
- CD. Street widths shall be as required by the subdivision regulations, except as may be modified by an approved ~~planned unit development plan~~ development agreement.
- ~~E. The planning commission may require the creation of a homeowners' association as a prerequisite to approval of a mobile_home subdivision.~~
- DF. No mobile_home in a mobile_home subdivision shall be rented or leased for a period of less than ninety (90) days.

Chapter 17.72 MOBILE HOME PARKS AND MOBILE HOME SUBDIVISIONS

Sections:

17.72.010 Purpose and intent.

17.72.020 Standards and requirements.

17.72.030 Additional requirements for mobile home parks.

17.72.040 Additional requirements for mobile home subdivisions.

17.72.010 Purpose and intent.

The purposes and intent of this chapter are:

- A. To permit variety and flexibility in land development for residential purposes by allowing the use of mobile homes located in the R-MH zoning district under certain conditions;
- B. To require that mobile home developments be of such character as to promote the objectives and purposes of this title; to protect the integrity and characteristics of the district contiguous to those in which mobile home parks are located; and to protect other land use values contiguous to or near mobile home developments; and
- C. To authorize the city to enter into development agreements to supplement or modify this chapter.

17.72.020 Standards and requirements.

- A. The city shall review the proposed development plan to determine its compliance with all portions of the city's general plan ensure that the development will constitute a residential environment of sustained desirability and stability and that will not adversely affect amenities or uses in the surrounding area.

Standards higher than the minimum standards contained in this title may be required if necessary for local conditions of health, safety and protection of property, and to ensure that the development will mix harmoniously with contiguous and nearby existing and planned uses.

- B. The city shall not approve any application for a mobile home park or mobile home subdivision if the developer cannot provide required water supplies and facilities, waste disposal systems, storm drainage facilities, access or improvements. Nor shall such a permit be granted if the developer cannot assure that the development will be completed in a reasonable time, or if the planning commission or city council determines there would be unusual danger of flood, fire or other hazard. Nor shall such approval be granted if the proposed development would be of such character or in such a location that it would:

1. Create excessive costs for public services and facilities;
 2. Endanger the health or safety of the public;
 3. Unreasonably hurt or destroy the environment;
 4. Cause excessive air or water pollution, or soil erosion; or
 5. Be inconsistent with any adopted general or specific plan of the area in which it is to be placed.
- C. The development shall conform to the following standards and requirements, unless modified by an approved development agreement:
1. The area shall be in one ownership, or if in several, the application for approval of the development shall be filed jointly by all owners of the property included in the plan.
 2. A strip of land at least ten (10) feet wide surrounding the entire park shall be left unoccupied. The strip may be used for roadways or otherwise shall be planted and maintained in lawn, shrubs and/or trees. An approved wall or fence designed to afford privacy to the development shall be maintained around the perimeter of the development.
 3. All storage and solid waste receptacles outside the confines of any mobile home shall be housed in a closed structure compatible in design and construction to the mobile homes, and to any service buildings within the development; all patios, carports, garages and other add-ons shall be compatible in design and construction with the mobile home development. All service buildings shall be constructed in accordance with standard commercial practice and kept in good repair as determined by the zoning administrator.
 4. All mobile home parks and mobile home subdivisions shall also conform to all applicable state regulations. In the event of any conflict between the regulations and this chapter, this chapter shall take precedence when its regulations are stricter, and the provisions of the state regulations shall take precedence when such regulations are stricter.
- D. Every mobile home park and mobile home subdivision shall provide underground utility service to every mobile home space or lot, including, at a minimum, water, sewer, power and television.
- E. Inspection and Special Regulation of Mobile Homes. Mobile homes are considered by the city to be less durable and less resistant to deterioration than conventional homes. Therefore, all mobile homes, whether conforming or non-conforming, and whether located in mobile home parks or mobile home subdivisions, shall be subject to the following special regulations:
1. A building permit is required for each mobile home installed or placed within a mobile home park or mobile home subdivision.

2. No mobile home may be placed on a permanent foundation without state-approved modification.
 3. No mobile home shall be moved into or within the city without a certification for compliance with the National Home Construction and Safety Standards Act of 1974. Homes manufactured prior to June 15, 1976, must receive a certificate of compliance from the state prior to being moved into or within the city.
 4. The city may perform a visual, exterior inspection of each mobile home, and visual inspection of each mobile home space or lot, to determine compliance with this chapter and other applicable regulations. Upon a finding of noncompliance, the city may order the owner or operator of the mobile home park or the mobile homeowner, as applicable, to correct the deficiencies and obtain a certificate of compliance within thirty (30) days. If such deficiencies are not corrected, the city may lien the mobile home park or mobile home subdivision lot and pursue any other remedies allowed under the Municipal Code and other applicable law.
- F. Compliance with Other Regulations. Any mobile home located in any permitted area shall comply with and conform to all zoning laws, development agreements, rules, and regulations, including building, plumbing, electrical, fire prevention, and all other codes and requirements applicable to a structure or building erected within the district in which the mobile home is located.
- G. Guarantees. For mobile home parks, adequate and reasonable guarantees must be provided as determined by the city for permanent retention of open spaces and for the maintenance of roadways, storage facilities, service facilities, and landscaping resulting from the application of these regulations. Guarantees may be in the form of a bond, or a mortgage on real estate, in a sum and in a form approved by the city council and the city attorney.

17.72.030 Additional requirements for mobile home parks.

In addition to the requirements for mobile home parks set forth in Section 17.72.020, mobile home parks shall meet all of the following requirements unless modified by an approved development agreement:

- A. The number of mobile homes shall be limited to ten (10) units per acre and may be limited to fewer units, depending on mobile home size, topography and other factors of the particular site. The mobile homes may be clustered; provided, that the total number of units does not exceed the number permitted on one acre, multiplied by the number of acres in the development. The remaining land not contained in individual lots, roads, or parking shall be set aside and developed as parks, playgrounds and service areas for the common use and enjoyment of occupants of the development, and visitors thereto.
- B. No home or add-on shall be located closer than ten (10) feet from the nearest portion of any other home or add-on. All such homes and add-ons shall be set back at least ten (10) feet from road curbs or walks. If the mobile home tongue remains attached, it shall be set back a

minimum of six feet from road curbs or walks. All mobile homes shall be set back at least ten (10) feet from any boundary of the mobile home park.

- C. Two off-street parking spaces shall be provided for each mobile home space, and each such parking space shall have a minimum width of ten (10) feet and minimum depth of twenty (20) feet. In no case shall the parking space be located farther than one hundred (100) feet from the mobile home space it is designed to serve.
- D. A secure storage area, improved and screened in a manner approved by the city, shall be provided.
- E. Not less than ten (10) percent of the gross land area shall be set aside for the joint use and enjoyment of occupants. The land covered by vehicular roadways, sidewalks and off-street parking shall not be construed as part of this ten (10) percent common area required.
- F. Lighting within the mobile home shall conform to a lighting plan approved by the city.
- G. All areas not covered by mobile homes, hard surfacing, or buildings shall be landscaped in accordance with a landscape plan approved by the city, and such landscaping shall be permanently maintained.
- H. All off-street parking spaces and driveways shall be hard surfaced before the adjacent spaces may be occupied.
- I. All roadways shall be designed to accommodate anticipated traffic, including the following standards, unless modified by an approved planned unit development plan:
 - 1. One-way traffic: a minimum of fifteen (15) feet in width plus extra width as necessary for maneuvering mobile homes;
 - 2. Two-way traffic: a minimum of thirty (30) feet in width;
 - 3. Roadways: hard surfaced and bordered by twenty-four (24) inch rolled gutters or an approved equivalent;
 - 4. Sidewalks: thirty-six (36) inch minimum width sidewalks on all main roadways within the development, unless otherwise approved by the city, in its sole discretion, in a development agreement; and
 - 5. Access: at least two accesses to public streets, unless otherwise approved by the city, in its sole discretion, in a development agreement.
- J. Within forty-five (45) days of occupancy, each mobile home shall be skirted, or if shields are used, they are to be fireproof, well painted, or otherwise preserved.
- K. Storm drainage facilities shall be so constructed as to protect residents of the development as well as adjacent property owners. Such facilities must be of sufficient capacity to ensure rapid

drainage and prevent the accumulation of stagnant pools of water in or adjacent to the development.

L. The mobile home park shall:

1. Be in keeping with the general character of the district in which it is to be located,
2. Be located on a parcel of land not less than ten (10) acres, or on two or more parcels separated by a street or alley only and totaling ten (10) acres, unless otherwise approved by the city, in its sole discretion, in a development agreement; and
3. Have at least twenty-five (25) spaces completed, ready for occupancy, or an approved financing plan for construction and phase completion, together with approved security to assure compliance, before first occupancy is permitted.

M. A laundrette for convenience of park occupants, but not for the general public, may be included in mobile home parks.

N. No mobile home space shall be rented for a period of less than ninety (90) days, and occupancy shall be by written lease. Leases shall be made available for inspection by the officials of the city upon demand.

O. Access shall be provided to each mobile home lot for maneuvering mobile homes into position. The access way shall be kept free from trees and other immovable obstructions. Paving under mobile homes will not be required if adequate support is provided as required by state or city regulations. Use of planks, steel mats, or other means to support the mobile home during placement shall be allowed, so long as the same are removed upon completion of placement.

P. When a mobile home park is owned by more than one person, the developer shall establish and appoint a park manager. The manager shall be authorized to receive, process and represent fully the interests of the owners in respect to the continuing management and maintenance of the park.

Q. The owner and operator of a mobile home park shall obtain and maintain a business license issued by the city as a prerequisite to the operation of the mobile home park. In the event the mobile home park is not completed or maintained according to approved plans, the business license shall be denied or revoked, the mobile homes and associated property and facilities shall be removed, and all services shall be discontinued before any part of the land within the development area may be subdivided or used for any other purpose.

17.72.040 Additional requirements for mobile home subdivisions.

In addition to the requirements for mobile home subdivisions outlined above, mobile home subdivisions shall meet all of the following requirements unless modified by an approved development agreement:

- A. Mobile home subdivisions may be approved by the city council in locations permitting such use in this title. Before such approval may be granted, a report to the city council by the planning commission shall find that the proposed development will:
1. Be located on a parcel of land containing not less than five acres;
 2. Contain lots with a minimum net five thousand (5,000) square feet and a minimum width of fifty (50) feet;
 3. Contain lots with minimum side yard setbacks of ten (10) feet on each side, and front and rear yard setbacks of ten (10) feet each; and
 4. Be organized in a homeowners' association.
- B. Each mobile home shall be skirted or shielded within forty-five (45) days of occupancy. If shields are used, they are to be fireproof and painted, or otherwise preserved.
- C. Street widths shall be as required by the subdivision regulations, except as may be modified by an approved development agreement.
- D. No mobile home in a mobile home subdivision shall be rented or leased for a period of less than ninety (90) days.

1 **West Bountiful City**
2 **Planning Commission Meeting**

August 11, 2020

3 **PENDING – NOT APPROVED**

4 **Posting of Agenda** - The agenda for this meeting was posted on the State of Utah Public Notice
5 website, on the West Bountiful City website, and at city hall on August 7, 2020 per state
6 statutory requirement.

7 Minutes of the Planning Commission meeting of West Bountiful City held on Tuesday, August
8 11, 2020 at West Bountiful City Hall, Davis County, Utah.

9 **Those in Attendance:**

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

11 **MEMBERS ATTENDING: All attending via Zoom:** Chairman Denis Hopkinson, Vice Chairman
12 Alan Malan, Mike Cottle, Dee Vest, Corey Sweat, Laura Charchenko and Council member Kelly
13 Enquist.

14
15 **MEMBERS EXCUSED:** Duane Huffman (City Administrator)

16 **STAFF ATTENDING:** Kris Nilsen (City Engineer), Cathy Brightwell (Recorder) in house, Steve
17 Doxey (City Attorney), and Debbie McKean (Secretary) via Zoom.

18 **VISITORS: Via Zoom:** Jed and Cindy Christensen, Paul Lambert, Trent Williams and Mike
19 McCabe

20
21 *The Planning Commission meeting was called to order at 7:30 pm by Chairman Denis
22 Hopkinson. Corey Sweat offered a prayer.*

23 **1. Accept Agenda**

24 Chairman Denis Hopkinson reviewed and discussed the agenda. Mike Cottle moved to approve
25 the agenda as presented. Corey Sweat seconded the motion. Voting was unanimous in favor
26 among all members present.

27 **2. Conditional Use Permit for Aspen Vending at 1116 West 500 South**

28
29 Commissioner packets included a memorandum dated August 7, 2020 from Cathy Brightwell
30 regarding Aspen Vending with attached conditional use application and site plan.

31
32 Cathy Brightwell explained that Mr. Paul Lambert has applied to open Aspen Vending at 1116
33 W 500 South, Suite 11 in West Bountiful. Aspen Vending provides vending supplies to
34 businesses. This West Bountiful location will be used as a warehouse for vending machine
35 inventory. The product inventory is picked up by Aspen Vending employees and taken to
36 various locations and stocked into the local vending machines for later sale. There is no

37 business office on-site, only storage of vending supplies. This property is in the Commercial
38 Highway District which lists warehousing as a conditional use. No employees will be located at
39 the site and it is not open to the public so parking needs are minimal. Mr. Lambert noted that
40 there will be a few trucks that will be parking overnight but assigned parking is available. There
41 will be two available spaces in front of the property with two additional available close to the
42 business.

43
44 Alan Malan would like in conditions to include no outdoor storage.

45
46 **Action Taken:**

47 ***Corey Sweat moved to approve the conditional use permit for Paul Lambert for Aspen***
48 ***Vending at 1116 W 500 South with the following findings: the proposed use at the particular***
49 ***location is necessary or desirable to provide a service or facility that will contribute to the***
50 ***general well-being of the neighborhood and the community; will not be detrimental to the***
51 ***health, safety, or general welfare of persons residing or working in the vicinity, or injurious to***
52 ***property or improvements in the vicinity; use and/or accompanying improvements will not***
53 ***inordinately impact schools, utilities, and streets; will comply with the regulations and***
54 ***conditions specified in the land use ordinance for such use; will conform to the intent of the***
55 ***city's general plan; and the conditions to be imposed in the conditional use permit will***
56 ***mitigate the reasonably anticipated detrimental effects of the proposed use and accomplish***
57 ***the purposes of this subsection. Conditions include: fire inspection approval, signage will***
58 ***comply with city regulations, no outdoor storage allowed, and a West Bountiful business***
59 ***license will be issued. Alan Malan seconded the motion and voting was unanimous in favor.***

60
61 **3. Sale of Agricultural Products in Residential Zones**

62
63 Commissioner packets included a memorandum dated August 7, 2020 from Staff regarding Sale
64 of Agricultural Products in Residential zones that reviewed and provided options related to the
65 request made by Jed Christensen for the ability to conduct a business on his property at 1347 N
66 800 West in the R-1-10 zone. This proposed business is the retail/warehousing of hay not grown
67 on his property.

68
69 At the June 23, 2020 planning commission meeting, Jed Christensen explained that he would
70 like to build a barn on his property at 1347 N 800 West to store and sell hay grown offsite and
71 wants to make sure he complies with city regulations. Agricultural uses, barns, and accessory
72 structures are permitted in the R-1-10 zone, as is the storage of personal property in the
73 structure. However, his proposal to store and sell hay grown offsite conflicts with current code
74 restricting business activities in the residential zone which is intended to protect the residential
75 characteristics of the neighborhood.

76
77 The barn and hay storage is intended for the western portion of the property so the preferred
78 access is through a residential neighborhood, 1320 N/840 W. As the property address is on 800
79 West, buyers attempting to locate the area to purchase hay may cause some disruption to the
80 neighborhood. He stated that no large trucks will bring in hay, only his personal truck and trailer

81 but it is not clear what size trucks will come in to purchase hay. Hay is currently being stored on
82 the property without a barn.

83

84 Ms. Brightwell explained the reasons that Mr. Christensen is currently not allowed to sell hay
85 on his rental property and reviewed the current home occupation regulations:

- 86 • A commercial business is not permitted in a residential district.
- 87 • A home occupation, while permitted, is defined as any occupation conducted within a
88 dwelling and carried on only by persons residing in the dwelling. (There is a home on the
89 property, but the Christensen's do not reside there.)
- 90 • 5.04.130 & 5.28.050 provide an exemption for the selling of farm products that are
91 raised or grown by the person selling the products. (This exemption was created to
92 allow the sale of home-grown fruit and vegetables by residents.)

93

94 Cathy Brightwell presented some options and noted that with each of these options, the
95 commission should consider impacts to the neighborhood of the proposed location, as well as
96 how it could impact properties across the various zones in the city.

97

98 A. Modify allowed uses within the R-1-10 zone: Add commercial sales of agricultural
99 products as a permitted/conditional use in residential districts;

- 100 • Issues to consider: Should regulations be codified to limit impacts to residential
101 neighborhoods? (size of properties, access, lighting, signs, hours of operations, etc.).
- 102 • If this commercial activity is allowed, what is the justification for prohibiting other
103 commercial activity with similar impacts?

104

105 B. Modify the home occupation code: Allow businesses conducted on a residential property
106 but outside the home and by individuals not residing on the property.

- 107 • Issues to consider: Should regulations be codified to limit impacts to residential
108 neighborhoods? (size of properties, types of businesses, total use of accessory
109 structures, access, lighting, signs, hours of operations, etc.)
- 110 • Again, if this commercial activity is allowed, what is the justification for prohibiting
111 other commercial activity with similar impacts?

112

113 Chairman Hopkinson explained that we have struggled with this issue especially in other zones
114 and have not wanted commercial business in residential zones up to this point.

115

116 Corey Sweat has reviewed the code and does not see any way this can be allowed in this
117 neighborhood and does not support changing code to accommodate it in residential
118 neighborhoods.

119

120 Dee Vest empathizes with Mr. Christensen but agrees with Commissioner Sweat's comments.

121

122 Mike Cottle asked about signage or advertising. Mr. Christensen explained he will do no
123 marketing of any kind or have any signage; he will only advertise on KSL. Commissioner Cottle

124 is concerned that if we allow this it will open the issue to others to want this type of in the
125 residential area.

126
127 Laura Charchenko asked if he grows the hay he sells. Mr. Christensen responded that he does
128 not. She is concerned with the potential increased traffic in the neighborhood and also
129 supports Commissioner Sweat's comments.

130
131 Mr. Christensen said he is willing to just store the hay and transport it on and off the property
132 himself.

133
134 Alan Malan asked if there is any way to allow this without allowing other unwanted stuff to be
135 sold. He supports Mr. Christensen wanting to sell his hay as it supports West Bountiful's
136 agricultural nature.

137
138 Kelly Enquist praised Jed for his open and honest way of doing business and regrets not being
139 able to support what he wants to do at this time.

140
141 Steve Doxey noted that when trying to make modifications to the code we must be careful to
142 consider how it impacts other areas and how it may allow other types of things to be sold that
143 we don't want.

144
145 Kris Nilsen stated a few of his concerns regarding curb access and size of trucks accessing the
146 property.

147
148 Chairman Hopkinson explained we cannot make exceptions. He appreciates Jed and the
149 services he offers to residents of West Bountiful. He would like to continue to ponder things to
150 see if there is some way to turn the gray areas to black and white.

151
152 Jed stated that in a meeting he had with Duane Huffman a few weeks ago he was asked if he
153 could use 800 West to access the property and Jed thinks that is possible. He owns the home
154 on the property but does not intend on living in it at this time, but that may change in the
155 future.

156
157 Cindy Christensen explained that some of the hay is for personal use and asked what would be
158 different with him unloading the hay he needs and delivering the hay others need.

159
160 Chairman Hopkinson said that there is still some discussion to be had and he would like to table
161 this item to have more discussion with the Christensen's.

162
163 **Action Taken:**

164
165 ***Alan Malan moved to table this item. Laura Charchenko seconded the motion and voting was***
166 ***unanimous in favor.***

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4. Discuss Woodhaven Mobile Home Proposal

Commissioner packets included a memorandum dated August 7, 2020 from staff regarding the expansion proposal for Woodhaven Mobile Home park, a draft of a development agreement, a redlined copy of the current Mobile Home Park ordinance, and a draft ordinance for a new zone for Mobile Home Parks and Subdivisions.

The new owners of Woodhaven mobile home park are proposing to expand the existing mobile home park consisting of 7.46 acres by eight lots/spaces (from 44 to 52). This expansion will not impact existing lots but add new lots to vacant space within the property primarily at the entrance of 500 South. In previous meetings with the city council and planning commission, there was a level of support for the proposed expansion based on satisfactory details being worked out with staff and final review and approval by planning commission and city council.

Topics for discussion:

- 1. New WBMC 17.25 R-MH (Residential Mobile Home district), which creates a new zone for mobile homes, mobile home parks and mobile home subdivisions. The boundaries of the new zone is proposed to match the current Woodhaven property boundaries.

There was discussion about how the new zone might impact the area. Cathy Brightwell explained that the mobile home park has been in place for many years as a legal non-complying use. The rezone allows the property to be zoned for its existing use.

- 2. WBMC 17.72, redline of the city’s existing mobile home ordinance. The proposal includes recommended changes by Woodhaven and city staff. The existing ordinance was adopted after Woodhaven Mobile home park was established and in most cases has not been applied to the existing mobile home park. If the intent is to limit mobile homes to the new zone and the new zone matches the boundaries of the existing Park, staff believes it makes sense to modify the ordinance in some areas to accommodate the limitations of the existing Park. These changes relax some of the current restrictions so that more of the existing property conforms to our code and sets guidelines for the expansion area.

There was some discussion on several of the proposed changes and Mr. Doxey pointed out a few typos in the document that can be cleaned up in the final document. Laura Charchenko asked about the inspections described in Section 17.72.020.E. What is the intent of the inspection – internal and/or external and who does the inspection especially as the trailers are individually owned and not rented? Alan Malan inquired about the certificate of compliance tied to these inspections. This may be good for the future of the Park but not as the Park stands today with units being out of compliance with current code. Does it mean a trailer is unsellable if it is not in compliance?

- 3. Updated Development Agreement package. The draft includes language to deal with areas of non-compliance. It lists several exhibits that are not included in the draft. Chairman Hopkinson would like to see a preliminary copy of the development agreement. Steve Doxey noted that the agreement is pretty standard as it is written and he has a few items that he would like to include in the agreement with exhibits.

214
215 Mr. McCabe explained their process as they do away with the old units and bring in the new
216 trailers. Eventually the park will have all new homes with individual ownership, and this will solve the
217 problem of being out of compliance but will take some time. The Park will be pretty much as is at this
218 point with the exception of the 6 new units. These things need to be addressed in the development
219 agreement. Site plan and lighting plan can be addressed in the next few days as they meet together
220 with Staff.

221
222 Kris Nilsen would also like to see a drainage plan and wants them to check to with UDOT to see if they
223 need an access management permit.

224
225 Summary comments:
226 Dee Vest feels we need some more time to review the proposals in more detail.
227
228 Mike Cottle is supportive of this project especially with the housing market as it is right now. It fills a
229 great need in the market right now. He wants to make sure we are covering everything necessary in the
230 review process.

231
232 Denis Hopkinson would like to see a more complete draft for review at the next meeting. The public
233 hearing planned for August 25 will be rescheduled for the September 8th meeting.

234
235 **5. Staff Report**

236
237 Chairman Hopkinson commented that he would like to see if we can start meeting together again in
238 person so that we can have better discussions. He will talk with the Mayor and Duane.

239
240 **Cathy Brightwell:**

- 241
- 242 • Introduced Kris Nilsen, the new city engineer and land use administrator and he gave a brief
243 summary of his background. He lives with his family in Layton and has worked throughout Weber
244 and northern Davis County in an engineering firm both as an employee and part owner of the
245 business.
 - 246 • School is on schedule to begin in two weeks. Parking lot is scheduled to be paved this week and
247 Kris will be working on the pickle ball court RFP and new bowery. Primary entrance will be a
248 circular driveway from 800 West by City Hall and not the old entrance from 400 North.
 - 249 • A joint work session with city council is scheduled for August 18th at 6:30 regarding the west side
250 development proposal by Walt Plumb for 500+ homes on 127 acres.
 - 251 • Wholesome Therapy's opening is delayed due to modifications they made to their sprinkler
252 system and resulting fire inspections. Cubby's opened for business last week.
 - 253 • Raising Cane's chicken restaurant has been delayed because they decided to purchase the
254 property instead of leasing it. Building plans should be ready in about 5 to 6 weeks.
 - 255 • New businesses coming in are Premier Martial Arts, Santorini's Greek restaurant and Spirit of
256 Halloween.
 - 257 • Doug Coons purchased the Deppe property at 550 W 1000 North and is interested in getting a
258 variance to have 3 lots on the corner area of the property. He plans to bring in a proposal for the
next meeting.

259 • Chief Hixson retired last week and is working with Intermountain Health. Assistant Chief Brandon
260 Erickson is acting Chief for now.

261 **Kris Nilsen:**

- 262 • He met with Ben today and was updated on projects including the pickleball court RFP.
- 263 • Chairman Hopkinson asked him to take a look at the elevation of the school’s south parking lot. It
264 looks to be low.

265
266 **6. Approval of Minutes**

267
268 Consider Meeting Minutes from July 28, 2020.

269 **Action Taken:**

270 ***Corey Sweat moved to approve of the minutes of the July 28, 2020 meeting as presented. Laura***
271 ***Charchenko seconded the motion and voting was unanimous in favor.***

272 **7. Adjourn**

273 **Action Taken:**

274 ***Alan Malan moved to adjourn the regular session of the Planning Commission meeting at 8:53pm.***
275 ***Laura Charchenko seconded the motion. Voting was unanimous in favor.***

276
277

278 *The foregoing was approved by the West Bountiful City Planning Commission on August 25 , 2020, by*
279 *unanimous vote of all members present.*

280 _____

281 *Cathy Brightwell – City Recorder*

282