

Mayor
Kenneth Romney

**City Engineer/ Land
Use Administrator**
Kris Nilsen

**City Recorder/
Community
Development**
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
Alan Malan

Commissioners
Mike Cottle
Laura Mitchell
Corey Sweat
Dennis Vest

**THE PLANNING COMMISSION WILL HOLD A REGULAR
MEETING AT 7:30 PM ON TUESDAY, MAY 10, 2022,
AT THE CITY OFFICES, 550 N 800 WEST**

AGENDA:

1. Prayer/Thought - Commissioner Sweat.
Pledge of Allegiance – Commissioner Cottle.
2. Confirm Agenda.
3. Discuss Onion Patch Securities/Manheim Project:
 - a. Application for Text Change to Add an Outdoor Vehicle Storage in Certain Commercial Areas Overlay (OVSO) Zone and Amend WBMC 17.92.010 Outdoor Storage and Outdoor Merchandising.
 - b. Application for Rezone for a Portion of Onion Patch Securities Property to Commercial Highway and Outdoor Vehicle Storage in Certain Commercial Areas Overlay Zones.
 - c. Conditional Use Permit Application for Outdoor Vehicle Storage on Vacant Raw Land.
 - d. Development Agreement for Onion Patch Securities to Lease Vacant Land to Manheim
4. Discuss City Council Request to Consider Adopting a Minimum Home Size (Footprint) in Residential Zones.
5. Consider Meeting Minutes from April 26, 2022.
6. Staff report.
7. Adjourn.

This notice has been sent to the Davis Journal and was posted on the State Public Notice Website and the City website on May 6, 2022, by Cathy Brightwell, City Recorder.

MEMORANDUM



TO: Planning Commissioners

DATE: May 6, 2022

FROM: Cathy Brightwell, Kris Nilsen

RE: Onion Patch Securities/Manheim Remarketing Inc. Land Use Requests

At the planning commission's March 8, 2022, meeting, Todd Willey and Jay Gough, representing Onion Patch Securities, LLC, explained that Manheim Auto Auction is in need of additional land to park overflow vehicles. Onion Patch has proposed to temporarily lease a portion of their vacant land (6.75 acres) to Manheim in exchange for approximately 3 acres of residential land adjacent to Highgate Estates. The commission agreed that the proposal may be in the best interest of the city and suggested staff work with legal to come up with some options to make it work.

Onion Patch went on to meet with city council on March 15, 2022, who suggested they try to come up with a mechanism to make it all work and present a proposal to planning commission.

On April 27, 2022, Onion Patch submitted the following:

1. Application for Text Change to add an Outdoor Vehicle Storage in Certain Commercial Areas Overlay and Amend WBMC 17.92.010 Outdoor Storage and Outdoor Merchandising.
2. Application for Rezone for a Portion of Onion Patch Securities Property to Commercial Highway and Outdoor Vehicle Storage in Certain Commercial Areas Overlay Zones.
3. Conditional Use Permit Application for Outdoor Vehicle Storage on Vacant Raw Land.
4. Draft Development Agreement for Onion Patch Securities to Lease Vacant Land to Manheim

This item is up for discussion which will include process and timeline.

Blackgate - Manheim

Write a description for your map.

Legend

Tilley Show Stables





Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	15.43	225.00	003°55'47"	N88° 02' 09"E	15.43
C2	17.15	230.00	003°55'47"	N88° 02' 09"E	17.14
C6	14.43	276.00	003°00'21"	N88° 29' 50"E	14.42
C63	18.86	273.00	003°55'47"	N88° 02' 09"E	18.86
C65	15.43	225.00	003°55'47"	S88° 02' 09"W	15.43

OVERALL BOUNDARY DESCRIPTION

[illegible]

CERTAINS 1.285.215 SQUARE FEET OR 29.737 ACRES, MORE OR LESS.

PHASE 1 BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS SOUTH 00°33'47" EAST, ALONG THE SECTION LINE, 939.83 FEET
 AND SOUTH 89°39'51" WEST 218.61 FEET, SOUTH 00°33'47" EAST 1207.92 FEET FROM THE
 CENTER OF SECTION 23A, TOWNSHIP 2 NORTH, RANGE 10 WEST, 6TH PRINCIPAL MERIDIAN,
 1/4 SECTION 23A, TOWNSHIP 2 NORTH, RANGE 10 WEST, 6TH PRINCIPAL MERIDIAN, 400.50 FEET);
 A 163.00 FOOT NON-TANGENT RADIAL CURVE TO THE RIGHT (CHORD BEARS SOUTH 47°19'50"
 WEST 163.00 FEET); A 103.00 FOOT NON-TANGENT RADIAL CURVE TO THE RIGHT (CHORD BEARS
 SOUTH 46°45'18" WEST 103.00 FEET); A 103.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT
 (CHORD BEARS SOUTH 15°53'41" EAST 56.45 FEET); THENCE SOUTH 00°10'00" WEST 5.48 FEET; THENCE NORTH 89°59'50"
 WEST 5.48 FEET; THENCE NORTH 00°00'00" WEST 5.48 FEET; THENCE NORTH 00°00'00" WEST
 5.48 FEET; THENCE NORTH 00°00'00" WEST 5.48 FEET; THENCE NORTH 00°00'00" WEST 5.48 FEET;
 A 50.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 03°35'46" WEST 50.00 FEET);
 THENCE 107.26 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT
 (CHORD BEARS NORTH 75°52'13" EAST 88.13 FEET); THENCE 88.13 FEET ALONG THE ARC OF A
 50.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS NORTH 03°35'46" WEST 50.00 FEET);

CONTAINS 333,518 SQUARE FEET OR 7.658 ACRES, MORE OR LESS.

REMAINDER DESCRIPTION

BEGINNING AT A POINT WHEE SOUTH 02°07'47" EAST, ALONG THE SECTION LINE, 830.83 FEET
AND SOUTH 69°53'18" WEST 818.81 FEET TO CENTER OF SECTION 33, TOWNSHIP 2 NORTH,
RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 82°02'08" EAST
830.83 FEET TO THE POINT OF BEGINNING, THE FOLLOWING ARE THE BEARS OF THE SECTION:
THE ARC OF A 50.00 FOOT RADIUS NORTH-TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH
87°02'15" WEST 80.00 FEET); THENCE SOUTH 82°02'08" WEST 172.88 FEET; THENCE NORTH
82°02'08" WEST 1231.77 FEET; THENCE SOUTH 02°08'18" WEST 158.08 FEET; THENCE NORTH 89°50'53" WEST
830.83 FEET TO THE POINT OF BEGINNING; THE BEARS OF THE SECTION ARE:
NORTH 37°50.00 FEET; THENCE EAST 225.50 FEET; THENCE NORTH 00°04'07" EAST 111.85 FEET;
THENCE NORTH 88°15'00" EAST 443.31 FEET; THENCE NORTH 02°10'00" EAST 256.50 FEET TO

CONTAINS 952,588 SQUARE FEET OR 22.101 ACRES, MORE OR LESS

2	ADDED SECOND POWER LINE	3/10/2021
1	ADDED BLANKET EASEMENT NDTG TO GAS LINE	2/3/2021
NO.	REVISION	DATE

PROJECT INFORMATION

HIGHGATE NO 2

MASTER PLAN

WEST BOUNTIFUL CITY, UTAH

DRAWN DCC	CHECKED DPW	PROJECT # 20258
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	DATE 1/26/2021
	SCALE 1" = 100'
	SHEET 1 OF 2

ENGINEER'S STAMP



**APPLICATION
TO
REZONE
TEXT CHANGE**

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

PROPERTY ADDRESS: approx. 1450 W ~~Millbridge Lane~~ and Highgate Ave **DATE OF APPLICATION:** 4/27/22

PARCEL NUMBER: 060330069 **CURRENT ZONE:** **PROPOSED ZONE:**

LEGAL DESCRIPTION ATTACHED: YES **NO**

Applicant Name: Onion Patch Securities, LLC

Applicant Address (if different than above): 1343 Granada Circle, Bountiful, Utah 84010

Primary phone: 801-548-2817 **E-mail address:** toddwilley15@gmail.com

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.

This is a proposed Code text amendment to add a new Outdoor Vehicle Storage in Certain Commercial Areas Overlay. Attached is the proposed overlay ordinance.

I hereby apply to 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: 4-27-22

Applicant Signature: *Todd Willey*

FOR OFFICIAL USE ONLY

Application & \$150 Fee Received Date: 4/27/22

Public Hearing Date: _____

Letters sent to affected neighbors: _____

17. 46 Outdoor Vehicle Storage in Certain Commercial Areas Overlay

17. .010 Purpose

The purpose of this chapter is to introduce outdoor vehicle storage uses within specified commercial areas

17. .020 Applicability

The Outdoor Vehicle Storage in Certain Commercial Areas Overlay (OVSO) shall be applied only to the B-U zone. Approval of the OVSO constitutes a rezone, which may be approved or denied in the City Council's sole discretion. The OVSO includes the uses currently allowed in the underlying zone (B-U), plus outdoor vehicle storage as described in this chapter. Except as modified by the OVSO, all of the regulations of the underlying zone apply, subject to the more specific or restrictive requirements of this chapter.

17. .030 Development Agreement

All applicants receiving OVSO approval shall be required to enter into a development agreement with the City to assure that the development negotiated and defined during the rezone process and required by this chapter is reflected in the actual construction and maintenance of the project.

17. .040 Uses

In addition to the uses allowed in the underlying zone, outdoor vehicle storage shall be permitted in the OVSO pursuant to the requirements and procedures of this chapter.

17. .050 Signs

Signs in the OVSO shall be governed by Chapter 17.48, except all illuminated signs shall have downward directed and shielded lighting. Only monument signs and signs on the building are recommended.

17. .060 Application Process

- A. General Requirements. An application for the OVSO is considered a rezone application subject to the rezone process provided in this chapter. The application shall be accompanied by a draft development agreement. The application, development agreement template, and their associated requirements are available online and at the city offices.
- B. Pre-application Conference. The applicant is required to have a pre-application conference with a member of the planning department and city engineer to ascertain the appropriate scope of the project and any additional information or reports that may be required in connection with the application and development agreement. The applicant is also encouraged to meet with the building official and the fire marshal to be advised of how building and fire code requirements may affect the proposed development.
- C. Fees. There will be the initial rezone application fee for the OVSO. For all proposed rezones and associated development plans, a complete application is required before authorization to proceed to the Planning Commission.
- D. Planning Commission Review of Initial Rezone Application; Preparation of Proposed Development Agreement:
 1. The initial application shall be referred to the Planning Commission for review and comment.
 2. The City shall mail notice of an initial public hearing to owners of property within 300 feet of the proposed project.
 3. The Planning Commission shall make a recommendation to the City Council of approval, approval with modifications/conditions, or denial. Such recommendation shall include any recommended changes/modifications to the draft development agreement.

4. If approval is recommended, the planning department, with the assistance of the city attorney and the concurrence of the applicant, shall prepare a second draft of the development agreement.

E. City Council Review and Public Hearing:

1. If city staff and the applicant cannot concur on the terms and conditions of a proposed development agreement, the applicant may prepare and submit their own proposed development agreement, addressing all the required information and any proposed changes contrary to the Planning Commission recommendation. Upon the submission of such agreement, and the submission of any other related project-specific plans requiring approval of the City Council, the application shall be scheduled and noticed for public hearing before the City Council. The City shall mail notice of the public hearing to owners of property within 300 feet of the proposed project.
2. City Council Public Hearing: The initial application, additional information, and planning commission recommendation, together with the proposed development agreement and the complete submission of all other related, project-specific information requiring approval of the City Council, shall constitute a final application for the potential rezone. If approved by the City Council, the rezone application and development agreement shall authorize the applicant to proceed with an administrative site plan process. If a subdivision is required an administrative subdivision process will follow the approvals by the City Council.

17.92 Outdoor Storage And Outdoor Merchandising

17.92.010 Requirements Generally

In addition to requirements found elsewhere in this code and laws of the state, all outdoor storage and outdoor merchandising shall be done under the requirements of this chapter.

1. Outdoor storage facilities for "automobile graveyards," "tow yards," "salvage yards," "junk," "junk dealers," "scrap metal processors" and "junkyards" are prohibited.
2. Except for agricultural products, outdoor storage facilities for raw materials, parts and products shall be enclosed by a fence or wall at least six (6) feet in height and impervious to sight, adequate to conceal such facilities, materials, parts, and products from adjacent properties and the street unless expressly exempted elsewhere in this code. No items may be stacked higher than the fence or wall of the enclosure.
3. No material or waste shall be deposited or stored upon any property in such form or manner that may be easily transferred off such property by natural causes or forces such as wind and rain. All materials or wastes which, in the opinion of the city, cause excessive fumes or dust, or which constitute a fire hazard, or which may be edible by, or otherwise be attractive to rodents or insects may not be stored outdoors.
4. No yard or other open space around a building shall be used for the storage of junk, building materials, debris, inoperable vehicles or commercial equipment, and no other land shall be used for such purposes except as specifically permitted herein.
5. Open storage of hay or other agricultural products shall be located not less than thirty (30) feet from a public street.
6. For zones outside of the Outdoor Vehicle Storage in Certain Commercial Areas Overlay ("OVSO"), outdoor merchandising may include provisions for off-site, temporary vehicle parking, where the parking is controlled by an access gate and the term of parking shall not exceed five consecutive days without the vehicle being removed from the site. Notwithstanding the foregoing, for zones outside of the OVSO, outdoor wholesale merchandising of motorized vehicles or vehicle parts (other than boats), as well as the outdoor storage of such vehicles or parts, is prohibited.
7. Seasonal outdoor merchandising shall be limited to the specific seasonal duration approved by the planning commission through a conditional use permit. All materials, displays, fencing, lighting and other facilities associated with the outdoor merchandising function shall be precluded at all other times.
8. Outdoor merchandising shall be consistent with the nature and use of the associated business or as provided by the planning commission under a conditional use permit.

17.92.020 Storage/Merchandising/Zoning Permitted And Conditional Use Matrix

The number(s) in the restrictions column refer to the restrictions at the end of the matrix. "C" represents Conditional Use; "P" represents Permitted Use. If a block is blank, outdoor storage and/or outdoor merchandising is not allowed.

	Outdoor Vehicle Storage Overlay		CN Zone		CG Zone		LI Zone		IG Zone		CH Zone	
	Permitted or Conditional	Restrictions	Permitted or Conditional	Restrictions	Permitted or Conditional	Restrictions	Permitted or Conditional	Restrictions	Permitted or Conditional	Restrictions	Permitted or Conditional	Restrictions
Public or quasi-public uses			C	1	C	1	C	1	P		C	7
General merchandise sale (retail or wholesale) less than 2000 sq. ft.			P	2	P	2					C	2
Convenience stores												
Learning studios					C	3	C	3				
Custom woodworking			C	2, 3					P	1, 9	C	2, 3
Sheet metal			C	3					P	1, 9		
Contractor --- general, electrical, mechanical, plumbing, HVAC			C	1, 9					P	1	C	1, 9
Fabrication, welding and other industrial equipment and materials									P	1, 6	C	1, 9
Manufacturing, compounding, processing, milling and packaging of products									P	6		
Printing and publishing							C		C			
Lawn and yard care			C						P	1, 6	C	1, 6
Businesses and uses which are similar to 17.28.020 and 17.28.030 (C-N)			C									
Motor vehicle retail sales and service	P				C	1, 5	C	5	C	5	C	5
Grocery store					C							
Lumber and other building material, retail sales					C	4	C	4	C	4	C	1, 6

[illegible]



APPLICATION TO REZONE

West Bountiful City

PLANNING AND ZONING

550 N 800 W, West Bountiful, UT 84087

(801) 292-4486

www.WBCity.org

PROPERTY ADDRESS: approx. 1450 W and Highgate Avenue DATE OF APPLICATION: 4/27/22

PARCEL NUMBER: 060330069 CURRENT ZONE: B-U PROPOSED ZONE: C-H and OVSO

LEGAL DESCRIPTION ATTACHED: YES ☒ NO ☐

Applicant Name: Onion Patch Securities, LLC

Applicant Address (if different than above): 1343 Granada Circle, Bountiful, Utah 84010

Primary phone: 801-548-2817 E-mail address: toddwilley15@gmail.com

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.

This change will allow for expansion of existing businesses in the vicinity of this property.

BEG 870.87 FT N, 420.42 FT E, N 2°10' E 279.18 FT; BEG PT OF COM OF BNDRY FR SW COR OF SW 1/4 OF SEC 23-T2N-R1W, SLB&M; TH N 2°10' E 215.82 FT; TH S 89°28' E 1863.05 FT, M/L, TO A W'LY LINE OF PPTY CONV IN PARCEL 1 OF SPECIAL WARRANTY DEED RECORDED 08/09/2018 AS E# 3110184 BK 7074 PG 895; TH ALG SD LINE THE FOLLOWING THREE COURSES: S 31°48'00" E 185.35 FT, M/L, TO A PT ON A 103.00 FT RADIUS CURVE TO THE RIGHT; TH ALG THE ARC OF SD CURVE A DIST OF 57.19 FT (LC BEARS S 15°53'41" E 56.45 FT) & S 00°01'00" W 3.25 FT, M/L, TO THE S LINE OF PPTY DESC IN WARRANTY DEED RECORDED 07/22/2014 AS E# 2814510 BK 6065 PG 898; TH N 89°31' W 1973.285 FT, M/L, TO POB. CONT. 9.56 ACRES

I hereby apply to 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: _____ Applicant Signature: _____

FOR OFFICIAL USE ONLY

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

Letters sent to affected neighbors: _____

Planning Commission Approval: _____ City Council Approval: _____



CONDITIONAL USE PERMIT APPLICATION

West Bountiful City

PLANNING AND ZONING

550 N 800 W, West Bountiful, UT 84087

Phone: (801) 292-4486

Fax: (801) 292-6355

www.wbcity.org

PROPERTY ADDRESS: approx. 1450 W and Millbridge Lane

PARCEL NUMBER: 060330069

ZONE: B-U

DATE OF APPLICATION:

Name of Business: Onion Patch Securities, LLC

Applicant Name: Onion Patch Securities, LLC

Applicant Address: 1343 Granada Circle, Bountiful, Utah 84010

Primary phone: 801-548-2817

Fax Number: _____

E-mail address: toddwilley15@gmail.com

Describe in detail the conditional use for which this application is being submitted. Attach a site plan which clearly illustrates the proposal. A separate sheet with additional information may be submitted if necessary.

Outdoor vehicle storage on vacant raw land.

The Applicant(s) hereby acknowledges that they have read and are familiar with the applicable requirements of Title 17.60 of the West Bountiful City Code, pertaining to the issuance of Conditional Use Permits. If the applicant is a corporation, partnership or other entity other than an individual, this application must be in the name of said entity, and the person signing on behalf of the Applicant hereby represents that they are duly authorized to execute this Application on behalf of said entity.

Fee must accompany this application - \$20 for Residential Zone, \$50 for Business Zone

I hereby apply for a Conditional Use Permit from West Bountiful City in accordance with the provisions of Title 17, West Bountiful Municipal Code. I certify that the above information is true and correct to the best of my knowledge. I understand the information on this application may be made available to the public upon request.

Date: 4-27-22

Applicant Signature: *Todd Willey*

FOR OFFICIAL USE ONLY

Application Received Date: 4/27/22

Permit Number: _____

Application Fee Received Date: 4/27/22

Fire Inspection Date: _____

Permit Approval: _____

**DRAFT DEVELOPMENT AGREEMENT WITH UNION PATCH SECURITIES, LLC FOR
INITIAL REVIEW AND CONSIDERATION BY WEST BOUNTIFUL CITY**

DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is entered into this _____ day of _____, 2022 (the “**Effective Date**”), by and among West Bountiful City (“**City**”), Union Patch Securities, LLC (“**Developer**”), a Utah limited liability company, and Manheim Remarketing, Inc., a Delaware corporation (“**Ground Lessee**”).]

RECITALS

- A.** City enters into this Agreement pursuant to the powers granted by Utah Code Annotated § 10-9a-102(2), as amended.
- B.** Developer owns certain real property in City, located at approximately 1450 W and Highgate Avenue (the “**Property**”), which it desires to ground lease for outdoor vehicle storage purposes to Ground Lessee pursuant to a ground lease dated on or about the date of this Agreement (the “**Ground Lease**”).
- C.** The West Bountiful City Council (the “**Council**”) approved rezoning the Property to Outdoor Vehicle Storage Overlay on [DATE], pursuant to Resolution _____ attached hereto as **Exhibit A**.
- D.** The Council approved a Conditional Use Permit for Outdoor Storage consistent with the Site Plan attached hereto as **Exhibit B** on [DATE], pursuant to Resolution _____ attached hereto as **Exhibit C**.
- E.** The City Council has authorized the negotiation and adoption of this Development Agreement as advancing the health, safety, and welfare of the community and the policies, goals, and objectives of the City governing development in the area.
- F.** Developer and Ground Lessee agree to the terms of this Agreement and acknowledge their respective obligation to develop and use the Property pursuant to this Agreement, as such obligations are more fully articulated in the Ground Lease.
- G.** Consistent with the foregoing, and the provisions of Utah State law and the West Bountiful City Code, the Council has authorized execution of this Agreement by Resolution _____ attached hereto as **Exhibit D**.

**DRAFT DEVELOPMENT AGREEMENT WITH ONION PATCH SECURITIES, LLC FOR
INITIAL REVIEW AND CONSIDERATION BY WEST BOUNTIFUL CITY**

AGREEMENT

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Incorporation.

1.1 Recitals. The recitals set forth above are incorporated herein by this reference.

1.2 Exhibits. The exhibits attached hereto are likewise incorporated herein by this reference:

Exhibit A	Resolution Approving the rezone to Outdoor Vehicle Storage Overlay
Exhibit B	Site Plan
Exhibit C	Resolution Approving the Conditional Use Permit or Outdoor Storage
Exhibit D	Resolution Authorizing Execution of the Agreement

2. Vested Rights and Reserved Legislative Powers.

2.1 Zoning; Vested Rights. The Property is zoned Blended-Use (B-U) with the Outdoor Vehicle Storage in Certain Commercial Areas Overlay (OVSO), a zone which accommodates and allows the development and use of the Property contemplated by this Agreement pursuant to the Conditional Use Permit.

2.1.1 Rights to Develop. To the maximum extent permitted at both law and equity, the parties intend that this Agreement grant Developer and Ground Lessee all rights to develop the Property in fulfillment of this Agreement.

2.1.2 Vested Rights. The parties specifically intend that this Agreement grant to Developer and the Ground Lessee “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann. 10-9a-509. As of the date of this Agreement, City confirms that the uses, configurations, and other development standards proposed by the Developer are approved under, and consistent with, City’s existing laws, Zoning Map, and General Plan. Developer and Ground Lessee shall have the vested right to develop and use the Property for outdoor vehicle storage pursuant to the Conditional Use Permit.

2.2 Reserved Legislative Powers. Developer and Ground Lessee acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations to that power set forth herein are intended to reserve to the City all of the police power that cannot be so limited.

**DRAFT DEVELOPMENT AGREEMENT WITH ONION PATCH SECURITIES, LLC FOR
INITIAL REVIEW AND CONSIDERATION BY WEST BOUNTIFUL CITY**

2.2.1 Modification to Developer's Vested Rights. Notwithstanding the retained power of the City to enact such legislation under its police powers, such legislation shall only be applied to modify Developer's and Ground Lessee's vested rights where City finds, on the record, demonstrable by clear and convincing evidence, that such modification is necessary to prevent physical harm to a third party, which harm did not exist at the time of the execution of this Agreement, and which, if not addressed, would jeopardize a compelling, countervailing public interest as contemplated in Utah Code § 10-9a-509(1)(a)(ii)(A).

2.2.2 General Application. Any proposed change affecting Developer's or Ground Lessee's vested rights, pursuant to Section 2.2.1 hereof, shall be of general application to all development activity in City, and, unless City, in good faith, declares an emergency, Developer and Ground Lessee shall be entitled to prior written notice and an opportunity to be heard with respect to any such proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine.

3. Term.

3.1 Effective Date. This Agreement shall take effect upon the date of its execution by both parties.

3.2 Recordation. Upon its execution, this Agreement shall be recorded in the office of the Davis County Recorder and shall run with the land.

3.3 Duration. This Agreement and the Conditional Use Permit shall continue in full force and effect for the lesser of: (a) the duration of the Ground Lease; or (b) 10 years after the Effective Date. Prior to the expiration of this Agreement, the City may re-evaluate the use of the Property for outdoor vehicle storage pursuant to the Conditional Use Permit and may in its sole and absolute discretion, extend the term of this Agreement and the Conditional Use Permit; provided, however, this Agreement and the Conditional Use Permit shall only be renewed or otherwise extended upon mutual written agreement of the City, Developer and Ground Lessee. Upon expiration of this Agreement, the OVSO shall be deemed to have been automatically removed from the Property and neither the Developer nor the Ground Lessee shall oppose any action by the City to formally designate such removal of the OVSO from the Property on the City's zoning map and in the applicable provisions of the City's land use ordinances.

4. General Provisions.

4.1 Governing Law. (a) The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement. (b) Venue for any action in connection with this Agreement shall be proper only in Davis County, Utah, and the parties waive any objection thereto.

**DRAFT DEVELOPMENT AGREEMENT WITH ONION PATCH SECURITIES, LLC FOR
INITIAL REVIEW AND CONSIDERATION BY WEST BOUNTIFUL CITY**

4.2 Remedies. In any action brought in connection with this Agreement, (a) the non-defaulting party shall be entitled to all remedies available both at law and in equity, and (b) the prevailing party shall be entitled to reasonable attorney's fees and court costs.

4.3 Waiver. A delay in the exercise of any right or remedy shall not constitute a waiver thereof, nor shall a party's waiver of a breach of any provision of this Agreement be construed as a waiver of any other breach of this Agreement.

4.4 Headings. The headings in this Agreement are for convenience only; they shall not be read to control or affect the meaning of any of its provisions.

4.5 Integration. This Agreement, including the exhibits, constitutes the entire agreement between the parties hereto and supersedes all prior written or oral agreements.

4.6 Amendment. This Agreement may be amended by the mutual written consent of the parties or their successors or assigns. Such an amendment shall take effect upon its execution by both parties and shall be recorded with the Davis County Recorder.

4.7 Severability. Should any provision of this Agreement be declared void or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that such severance does not defeat either the fundamental purpose of this Agreement or Developer's or Ground Lessee's ability to use the Property as contemplated by this Agreement.

5.8 Communication between the Parties. Notice, consent, approval, and other communication between the Parties, provided for herein or given in connection herewith, shall be validly served if made in writing and delivered (a) in person or by either (b) nationally recognized overnight courier, or (c) by registered or certified U.S. mail, return receipt requested, addressed as follows:

If to City: West Bountiful City
 Attn: _____

If to Developer: Onion Patch Securities, LLC

If to Ground Lessee: Manheim Remarketing, Inc.

**DRAFT DEVELOPMENT AGREEMENT WITH UNION PATCH SECURITIES, LLC FOR
INITIAL REVIEW AND CONSIDERATION BY WEST BOUNTIFUL CITY**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written:

WEST BOUNTIFUL CITY
A political subdivision of the state of Utah

MAYOR

ATTEST:

CITY CLERK/RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

STATE OF UTAH)
) SS.
COUNTY OF _____)

On this _____ day of _____, 2022, appeared before me _____, personally known to me or identified on the basis of satisfactory evidence to be the Mayor of West Bountiful City, who acknowledged to me that he executed the foregoing instrument on behalf of the City.

WITNESS MY HAND AND OFFICIAL SEAL:

Notary Public

**DRAFT DEVELOPMENT AGREEMENT WITH UNION PATCH SECURITIES, LLC FOR
INITIAL REVIEW AND CONSIDERATION BY WEST BOUNTIFUL CITY**

Developer:

Onion Patch Securities, LLC, a Utah limited
liability company

By: _____

Its: _____

STATE OF UTAH)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2022, appeared before me
_____, personally known to me or identified on the basis of satisfactory
evidence to be the _____ of Onion Patch Securities, LLC, who acknowledged to me that he
executed the foregoing instrument on behalf of Onion Patch Securities, LLC.

WITNESS MY HAND AND OFFICIAL SEAL:

Notary Public

**DRAFT DEVELOPMENT AGREEMENT WITH UNION PATCH SECURITIES, LLC FOR
INITIAL REVIEW AND CONSIDERATION BY WEST BOUNTIFUL CITY**

Ground Lessee:

Manheim Remarketing, Inc., a Delaware
corporation

By: _____
Its: _____

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 2022, appeared before me
_____, personally known to me or identified on the basis of satisfactory
evidence to be the _____ of Manheim Remarketing, Inc., a Delaware corporation, who
acknowledged to me that he executed the foregoing instrument on behalf of Manheim
Remarketing, Inc.

WITNESS MY HAND AND OFFICIAL SEAL:

Notary Public

MEMORANDUM



TO: Planning Commissioners

DATE: May 6, 2022

FROM: Cathy Brightwell, Kris Nilsen

RE: Minimum Home Size

At the May 3, 2022, city council meeting, there was discussion about the size of homes. West Bountiful does not have either a minimum or maximum size requirement like many other cities do.

Staff has not had a chance to research other city's codes to see what regulations they may have but is expecting to be able to share additional information at the meeting.

This item is up for discussion to determine if the planning commission sees a need to adopt a minimum size or minimum footprint requirement.

**West Bountiful City
Planning Commission Meeting**

April 26, 2022

PENDING – NOT APPROVED

Posting of Agenda - The agenda for this meeting was posted on the State of Utah Public Notice website, on the West Bountiful City website, and at city hall on April 22, 2022, per state statutory requirement.

Minutes of the Planning Commission meeting of West Bountiful City held on Tuesday, April 26, 2022, at West Bountiful City Hall, Davis County, Utah.

Those in Attendance:

MEMBERS ATTENDING: Chairman Alan Malan, Commissioners Dennis Vest, Laura Mitchell, Mike Cottle, Corey Sweat, and Council member Kelly Enquist.

STAFF ATTENDING: Kris Nilsen (City Engineer), Cathy Brightwell (Recorder), and Debbie McKean (Secretary).

VISITORS: Paul Tanner

The Planning Commission meeting was called to order at 7:30 pm by Chairman Malan.

1. **Prayer by Commissioner Mitchell.
Pledge of Allegiance- Commissioner Sweat.**
2. **Confirm Agenda**

Corey Sweat moved to approve the agenda as presented. Mike Cottle seconded the motion. Voting was unanimous in favor among all members present.

3. **Public Hearings:**
 - A. Proposed Text Change Clarifying Definition for “Public and Quasi-Public Uses” and “Public and Quasi-Public Institutions” in Residential Zones.
 - B. Proposed Changes to WBMC 12.28, Landscape Regulations Replacing Existing Regulations with Updated Water Efficient Standards.
 - C. Proposed Changes to WBMC 17.14 and 17.16, Yard Regulations for Non-commercial Structure in Agricultural Districts.
- A. **Public Hearing on Proposed Text Change Clarifying Definition for “Public and Quasi-Public Uses” and “Public and Quasi-Public Institutions” in Residential Zones.**

Action Taken:

Laura Mitchell moved to open the public hearings at 7:35 pm to public comments for Proposed Text Change Clarifying Definition for “Public and Quasi-Public Uses” and “Public and Quasi-Public Institutions” in Residential Zones. Dennis Vest seconded the motion and voting was unanimous in favor.

Cathy Brightwell introduced the topic and the reason for the requested text change. She referred to a table located within the staff memo that described the impacts of the proposal to the municipal code.

Public Comment:

Paul Tanner explained that his school is a hybrid between profit and not for profit private school and provided several scenarios that support his request. He informed the commission that he is looking into a property in the agricultural zone that may be better suited to this type of business. He needs a minimum of 1 to 2 acres. He asked the commission to try to share his vision as he looks for a good location to build a school upon. He commented that a church may fit zoning code but sometimes churches will run private schools in them. He was curious how the commission would handle that situation.

Action Taken:

Corey Sweat moved to close the public hearings at 7:50 pm **Laura Mitchell** seconded the motion and voting was unanimous in favor.

B. Public Hearing on Proposed Changes to WBMC 12.28, Landscape Regulations Replacing Existing Regulations with Updated Water Efficient Standards.

Action Taken:

Corey Sweat moved to open the public hearings at 7:51 pm to public comments for Proposed Changes to WBMC 12.28, Landscape Regulations Replacing Existing Regulations with Updated Water Efficient Standards. **Mike Cottle** seconded the motion and voting was unanimous in favor.

Cathy Brightwell provided a summary of the proposal for a re-write of WBMC 12.28 noting that both legal and Weber Basin have reviewed the new proposal and as written, it qualifies for the flip-your-strip rebate program.

No public comments were made.

Action Taken:

Laura Mitchell moved to close the public hearings at 7:57pm **Corey Sweat** seconded the motion and voting was unanimous in favor.

C. Public Hearing on Proposed Changes to WBMC 17.14 and 17.16, Yard Regulations for Non-commercial Structure in Agricultural Districts.

Action Taken:

Corey Sweat moved to open the public hearings at 7:58 pm for public comment on Proposed Changes to WBMC 17.14 and 17.16, Yard Regulations for Non-commercial Structure in Agricultural Districts. **Mike Cottle** seconded the motion and voting was unanimous in favor.

Cathy Brightwell provided a summary of the proposal.

Alan Malan noted that this public hearing should have been held by the city council as the Commission has previously held a public hearing and made their decision on this matter.

No public comments were made.

Action Taken:

Corey Sweat moved to close the public hearings at 8:00 pm. Mike Cottle seconded the motion and voting was unanimous in favor.

4. Text Change Clarifying Definitions for “Public and Quasi-Public Uses” and “Public and Quasi-Public Institutions” in Residential Zones.

Commissioner Packets included a memorandum dated April 22, 2022, from Cathy Brightwell and Kris Nielsen regarding a request for text change to modify the definition of Public and Quasi-Public Uses and Institutions with attached letter from Paul Tanner. The memorandum included a background summary, the applicant’s proposal and a chart listing the sections of the municipal code that would be impacted by the text change.

Cathy Brightwell explained that in February, the Tanners applied for a Conditional Use Permit to operate a small private school in the R-1-10 zone. They did this with the assumption that a private school falls under the “public or quasi-public use” listed as conditional in that zone. The term is not defined in city or state code. Before the application was presented to the planning commission, staff determined that a private school does not fall under the public or quasi-public use. The Tanner’s appealed staff’s decision to the Land Use Appeal Authority (city council). After a hearing, their appeal was denied by city council. The Tanners were not able to extend the purchase agreement on the original property and are currently looking at another property in the A-1 zone.

At the same time they filed their appeal in February, they also filed an Application to Rezone/Change Text to include “places of worship or primary schools (private, parochial, and homeschool pods)” in each section of the code that references “public or quasi-public use.” Alternatively, they ask that “quasi-public uses” be defined as “A use operated by a private non-profit, educational, religious, recreational, charitable, or philanthropic institution; generally, such uses have the purpose of primarily serving the public, such as churches, private schools, universities, and similar uses.”

Corey Sweat suggested that the current request be denied. He stated that the issue is not about the city not wanting a private school, but about finding a location that fits. He feels there is a place in our city for this type of application and is willing to give it more consideration in a different location/zone that does not cause disruption to a residential area. He noted that there is good reason why the text is in place and feels strongly that the existing code should be upheld.

Dennis Vest stated that he would also like Mr. Tanner to return to the commission with a more suitable location to see if things can be worked out.

Most commissioners agreed this is the best route to take.

Councilmember Enquist asked why Mr. Tanner wants to be in West Bountiful. Mr. Tanner responded that West Bountiful is awesome and they are looking for a large property where animals and agriculture can be part of their schooling program. West Bountiful seems the perfect fit for the atmosphere he wants for his school.

Action Taken:

Corey Sweat Moved to Deny the Request for Text Change Clarifying Definitions for “Public and Quasi-Public Uses” and “Public and Quasi-Public Institutions” in Residential Zones to Include Private Schools

and Forward this Recommendation to the City Council for their review and consideration. Mike Cottle seconded the motion and voting was four in favor with one nay vote by Laura Mitchell.

5. Proposed Changes to WBMC 12.28, Landscape Regulations Replacing Existing Regulations with Updated Water Efficient Standards.

Commissioner Packets included a memorandum dated April 22, 2022, from Cathy Brightwell and Kris Nielsen regarding proposed changes to WBMC 12.28, Landscape Regulations Replacing Existing Regulations with Updated Water Efficient Standards.

Cathy Brightwell summarized the proposed changes that the planning commission has been reviewing for the past several meetings. She noted that the proposed draft now includes a minimum vegetation requirement and has been reviewed by legal and Weber Basin. It qualifies for the flip your strip rebate program.

Commissioners reviewed the draft noting the following changes:

- The new paragraph in 12.28.020 that excludes public recreation area from the requirements says basically the same as 12.28.050.B so is not necessary.
- Dennis Vest would like to remove “water features” from the definition of Hardscape.
- 12.28.040 B. – “living landscape” needs to be defined or clarified.
- 12.28.050 – Weber Basin commented that percentages may change as they continue negotiations with the state, and they recommend the ordinance apply to front and side yards. Some discussion took place, and it was decided to continue to exclude side yard areas.
- 12.28.080 – language has been added to match current code that requires a performance bond or cash deposit for non-residential properties when there are delays in completion of requirement landscaping. Also, it was decided to change the extension time to “up to nine months.”

Action Taken:

Laura Mitchell moved to adopt proposed changes to WBMC 12.28, Landscape Regulations as discussed; have staff provide an updated draft this week for review; then forward to city council for their consideration. Corey Sweat seconded the motion and voting was unanimous in favor.

Cathy will send the final draft to the Commission by close of business tomorrow for their review before placing it in council packets for next week’s City Council meeting.

6. Proposed Changes to WBMC 17.14 and 17.16, Yard Regulations for Non-Commercial Structures in Agricultural Zones.

Commissioner packets included a memorandum dated April 22, 2022, from Staff regarding proposed changes to WBMC 17.14 and 17.16, Yard Regulations for Non-Commercial Structures in Agricultural Zones.

Cathy Brightwell stated that in June 2020, the planning commission recommended, and the city council adopted Ordinance 427-20 amending uses in the A-1 Agricultural District. As part of this change, non-commercial structures (NCS) were added as a permitted use. A non-commercial structure is defined as a

structure that (1) is not designed or used for commercial purposes, (2) is not designed or used as a dwelling, (3) is not accessory to a principal building or use on the same lot, and (4) is not a landscape enhancement. The definition goes on to say that if a principal building or use is established on the same lot as an NCS, the NCS will be deemed an accessory structure subject to all regulations governing accessory uses, building, or structures. An NCS requires a recorded agreement between the city and the property owner. In 2021, the city council asked the planning commission to review regulations for non-commercial structures. The planning commission determined that there was a need for this use in the agricultural districts and recommended increasing rear and side yard setbacks based on height of the structure. This recommendation was adopted as part of Ordinance 441-21.

She further explained that the city council has now directed planning commission to review NCS regulations and consider clarifying that when an NCS is proposed, sufficient space remains on the property for a principal building. Vacant land is expected to become extremely scarce in the future with a high demand for in-fill. It is important to plan ahead for these needs by ensuring that future dwellings may be constructed on lots that currently only consist of an NCS.

Consistent with city council direction, staff proposed language that any plans submitted for an NCS include a site plan with clearly delineated buildable area for a principal building considering all applicable yard regulations, such as setbacks and coverage ratios. This requirement would be in addition to any other yard regulation applicable to the NCS. To avoid submittals for very small dwellings, the following options could be considered.

1. The footprint of the NCS cannot exceed the maximum buildable area or building envelope of the main structure. This would ensure that when a main structure is built, its footprint could be at least as large as the NCS's footprint, OR
2. The buildable area of a future dwelling must have a minimum footprint of 1000 sq. ft. not including garage. This would allow an average 2000 sq. ft. home with two levels.

After discussing the proposals and considering past discussions on the subject, planning commission is not convinced that any changes are necessary.

Dennis Vest noted that it is our job to have regulations to protect neighbors, not to protect individuals from themselves when making poor decisions.

Action Taken:

Laura Mitchell moved to respectfully deny further review and changes to WBMC 17.14 and 17.16, Yard Regulations for Non-Commercial Structures in Agricultural Zones as requested by the City Council. Corey Sweat seconded the motion and voting was unanimous in favor.

Corey Sweat will attend the city council meeting in case they have questions.

7. Consider Meeting Minutes from April 12, 2022.

Action Taken:

Corey Sweat moved to approve the minutes from the April 12, 2022, meeting as presented. Mike Cottle seconded the motion and voting was unanimous in favor.

8. Staff Reports

Kris Nilsen

- Milling machine is on 600 West and will commence work soon.
- 400 North well is complete except for the fluoride system which is releasing too much fluoride. A smaller pump is needed and will be provided by the contractor.
- Footings will be in place for the Public Works building next week.
- Highgate 2 is still working on their approvals.
- Doug Coon's 1000 North 3 lot subdivision is actively getting things together again and will soon come before City Council.
- Still have not heard back from Olsen Farms 8 - 4 lot subdivision.
- Dump loads along 400 North were reported to have exceeded the allowed number per day. Tenant will count loads and report back to Kris. The set limit is 24 loads per day.
- The lights under the tunnel on Parrish Lane at Legacy Parkway that were not working have now been fixed by Centerville maintenance.

Cathy Brightwell

- No Report

9. Adjourn.

Action Taken:

Laura Mitchell moved to adjourn the regular session of the Planning Commission meeting at 9:20 pm. Corey Sweat seconded the motion. Voting was unanimous in favor.

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The foregoing was approved by the West Bountiful City Planning Commission on May 10, 2022, by unanimous vote of all members present.

Cathy Brightwell – City Recorder