



NOTICE AND AGENDA
SOUTH OGDEN CITY PLANNING COMMISSION MEETING
WEDNESDAY, JANUARY 16, 2019

Notice is hereby given that the South Ogden City Planning Commission will hold a meeting Wednesday, January 16, 2019, beginning at 6:15 p.m. in the Council Chambers located at 3950 Adams Avenue, South Ogden, Utah.

A briefing session will be held at 5:30 pm in the conference room and is open to the public.

I. CALL TO ORDER AND OVERVIEW OF MEETING PROCEDURES - Chairman Raymond Rounds

II. PUBLIC HEARING

To Receive and Consider Comments on the Proposed Development Agreement with Hilltop Apartments LLC for the Property Located at 4400 Washington Boulevard

III. ZONING ACTIONS

Discussion/Recommendation on the Proposed Development Agreement with Hilltop Apartments LLC for the Property Located at 4400 Washington Boulevard

IV. CONDITIONAL USE ACTIONS

Consideration of Conditional Use Application for Co-Location of Antennae on Cell Tower Located at Friendship Park and Equipment Shed on Ground Near Existing Recreation Shed

V. SPECIAL ITEMS

Discussion on Proposed Amendments to Form Based Code to Allow Vertical and Horizontal Mixed Use

VI. OTHER BUSINESS

VII. APPROVAL OF MINUTES OF PREVIOUS MEETING

Approval of December 13, 2018 Planning Commission Minutes

VIII. PUBLIC COMMENTS

IX. ADJOURN

Posted and emailed to the State of Utah Public Notice Website January 11, 2019

The undersigned, duly appointed city recorder, does hereby certify that a copy of the above notice and agenda was posted in three public places with the South Ogden City limits on January 11, 2019. These public places being City Hall (1st and 2nd floors), the city website (www.southogdencity.com), and emailed to the Standard-Examiner. Copies were also mailed to each commissioner.


Leesa Kapetanov, City Recorder

In compliance with the Americans with Disabilities Act, individuals needing special accommodations, including auxiliary communicative aids and services during the meeting should notify Leesa Kapetanov at 801-622-2709 at least 48 hours in advance.

FINAL ACTION MAY BE TAKEN ON ANY ITEM ON THIS AGENDA

When recorded, return to:

South Ogden City
Attn: City Attorney
3950 S Adams Ave, Suite 1
South Ogden, UT 84403

Parcel Numbers:

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“DA”) is made and entered as of the ____ of ____
_____, 2018, by and among South Ogden City, a political subdivision of the State of Utah (the
“City”), and Hilltop Apartments, L.C., a Utah limited liability company (the “Developer”).

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Effectiveness of this DA is contingent on Developer closing on the purchase of the Project Property as required by Article 2 of this DA.
- C. The Project Property is currently assigned the Neighborhood Commercial Subdistrict as set forth in the Form Based Code within the South Ogden City Code, as amended by Ordinance 17-21, 11-21-2017, eff. 11-21-2017.
- D. The Parties desire that the Project Property be developed in a unified and consistent fashion under the Neighborhood Commercial Subdistrict within the South Ogden City Code and Developer provided Concept Plan.
- E. Development of the Project Property as a high-density residential apartment complex under this DA is acknowledged by the Council and Parties to be consistent with LUDMA and generally the Neighborhood Commercial Subdistrict, and to operate to the benefit of the City, Developer, and the general public.
- F. The Parties acknowledge that development of the Project Property under this DA will result in significant planning and economic benefits to the City and its residents by, among other things, requiring orderly redevelopment of the Project Property and increasing property tax, sales tax and other revenues to the City based on improvements to be constructed on the Project Property.

G. Development of the Project Property under this DA will also result in significant benefits to Developer by providing assurances to Developer it can develop the Project Property under this DA.

H. The Parties have cooperated in the preparation of this DA.

I. The Parties desire to enter into this DA to specify the rights and responsibilities of Developer to develop the Project Property and the rights and responsibilities of the City to allow and regulate such development under the requirements of this DA.

J. The Parties understand and intend that this DA is a “development agreement” within the meaning of, and entered into under Utah Code Ann. § 10-9a-102 and SOCC11-3-1G.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits/Definitions.

(a) Incorporation. The foregoing Recitals and Exhibits “A”, “B”, and “C” are incorporated into this DA.

(b) Definitions. As used in this DA, the words and phrases specified below shall have the following meanings:

- (i) “DA” means this Development Agreement including all of its Exhibits.
- (ii) “Buildout” means the completion of all of the development on the entire Project Property under this DA.
- (iii) “City” means South Ogden City, a political subdivision of the State of Utah.
- (iv) “City Code” means the South Ogden City Code, as amended.
- (v) “Concept Plan” means the documents provided by Developer for the Project, which is attached as Exhibit “A”.
- (vi) “Council” means the elected City Council of the City.
- (vii) “Developer” means Hilltop Apartments, L.C. a Utah limited liability company, and its assignees or transferees as permitted by this DA (other than a Sub developer).

(viii) “Development” means the development of a Parcel or a portion thereof under an approved Development Application.

(ix) “Development Application” means an application to the City for development of a portion of the Project including a Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.

(x) “Form Based Code” means specific regulations applied to the Neighborhood Commercial Subdistrict within the City’s Zoning Regulations.

(xi) “LUDMA” means the Municipal Land Use, Development, and Management Act, Utah Code Ann. §§10-9a-101, et seq.

(xii) “Notice” means any notice to or from any party to this DA.

(xiii) “Participation Agreement” means an agreement between the South Ogden City Community Development and Renewal Agency and Developer regarding contribution of Agency funds to Developer for the Project.

(xiv) “Parties” mean the City and Developer. Each may be referred to individually as a “Party”.

(xv) “Phase” means the development of a portion of the Project at a point in a logical sequence as determined by Developer.

(xvi) “Planning Commission” means the City's Planning Commission.

(xvii) “Project” means the total development to be constructed on the Project Property under this DA with the associated public and private facilities, Phases, and all of the other aspects approved as part of this DA.

(xviii) “Project Property” means approximately 3.18 acres of land subject to a Real Estate Purchase Contract with Developer located in the City, more particularly described in Exhibit “B” attached hereto.

(xix) “Site Plan” all documents necessary under City Code 10-5.1B-10-2E(3)(b).

(xx) “Substantial Completion” means the date at which Certificate of Occupancy has been issued for all buildings shown on the Site Plan.

(xxi) “Zoning” means the zoning for the Project.

(xxii) “Zoning Ordinance” means the Zoning Regulations contained within the City Code.

2. **Conditions Precedent.** As conditions precedent to the obligations of the Parties, this DA is contingent upon and shall only become effective at such time, and in the event that:

- (a) Developer closes on the purchase of the Project Property on or before April 01_____, 2019_; and
- (b) Developer obtains all necessary planning entitlements, e.g., site plan approval, from the City's Staff Review Committee.

The Parties understand and agree that the Project Property is intended to meet the general requirements of the Zoning Ordinance but that this DA shall control the Parties rights and obligations, subject to Section 5, below. Unless the Parties mutually agree to amend this DA under paragraph 21, below, and the above listed Conditions Precedent are not met within 6 months from the date of signatures to this agreement, this DA shall be void.

3. **Effect of DA.** This DA shall be the sole agreement between the Parties related to developing the Project except as it may be modified by agreement of the Parties.

4. **Development of the Project.**

(a) **Project Development.** Development of the Project shall be under the Neighborhood Commercial Subdistrict to include: development of multi-family residential uses and accessory sub-uses; specific development standards within the Zoning Ordinance and this DA, including the Conditions Precedent set forth herein, as outlined in Section 2, and the following:

- (i) Multiple four-story residential apartment buildings, with a maximum density of 50 residential units per acre.
- (ii) The Project shall generally follow the aesthetic guidelines outlined in Article B, Sec. 10-5.1B-11 and 10-5.1B-5-4B, et. seq., attached as Exhibit "C."

(b) **Adoption of Project Standards.** The Parties understand and acknowledge that the Neighborhood Commercial Subdistrict provides standards including, but not limited to, location of buildings, setbacks, lot coverage, building orientation, landscaping and other design features and that the development of the Project is and shall remain subject to these applicable standards.

(c) **Project Standards Exceptions.** The following exceptions to the Neighborhood Commercial Subdistrict and applicable Building Type standards will apply to this DA:

- (i) The minimum height for the first floor shall be twelve feet (12') high
- (ii) Developer need not adhere to the sixty five percent (65%) glass standard as set forth in South Ogden Code 10-5.1B-5-3 on 4400 South, but will adhere to all other residential construction standards within the City Code on 4400 South.

and

(iii) Developer will not adhere to the building height restriction of three stories but will be limited, instead, to four stories.

(d) Phased Development / Timing of Development. The Parties agree that the project may be developed in phases. The Parties acknowledge that the efficient and economic development of the Project may be contingent and dependent upon numerous factors, such as market conditions and demand, interest rates, competition and similar factors. The City agrees that Developer shall have a reasonable level of flexibility for timing (with the exception of Section 6), sequencing, and phasing of the project.

(e) Approval Processes. Development approval of the Project shall follow the review processes in the Neighborhood Commercial Subdistrict within the Zoning Ordinance and this DA.

(f) Project Fees. The Parties acknowledge that the City charges impact fees, building permit fees, and other fees and that Developer will be subject to all applicable fees. The Parties further acknowledge that the Project may be benefited by a Participation Agreement, but that the successful negotiation of a Participation Agreement is not a condition to performance of Developer's obligations under this DA.

5. Vested Rights and Reserved Legislative Powers.

(a) Vested Rights Granted by Approval of this DA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this DA grants Developer the right to develop and construct the Project consistent with the uses and building types as provided in the Neighborhood Commercial Subdistrict and this DA. The Parties intend that the rights granted to Developer under this DA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that the Neighborhood Commercial Subdistrict and this DA, grant to Developer "vested rights" as that term is construed in Utah's common law and under Utah Code Ann. § 10-9a-509. If any such conditions subsequent are not performed then vested rights shall be deemed to have lapsed.

(b) Reserved Legislative Powers. The Parties acknowledge that any exception to the vested rights as set forth above must meet the compelling, countervailing public interest standard in Utah Code Aim. §10-9a-509.

(c) Legislative Discretion. Nothing in this DA shall be interpreted to usurp the independent exercise of the legislative discretion of the Planning Commission and Council.

6. Developer's Non-Performance. Should Developer fail to meet or perform the obligations defined within this DA, or if Substantial Completion of the Project has not been accomplished within five (5) years of the date of this DA, absent any extensions by further agreement of the Parties, this

DA shall be automatically terminated and the Parties shall have no further rights or obligations hereunder.

7. **Term of Agreement.** The term of this DA shall be until _____, 20____. This DA shall also terminate automatically at Buildout.

8. **City Obligations for Improvements.** In connection with the Project, the City confirms that it has the necessary utility infrastructure to provide water, sewer, and stormwater service to the Project and that such infrastructure exists within a reasonable distance of the Project Property. The City also agrees that it will permit Developer to connect to the City's water, sewer, and storm drain upon payment of all applicable fees. Developer acknowledges that all other necessary utilities, including but not limited to electrical and natural gas service, are the responsibility of Developer.

9. **Upsizing.** Upon request from the City, Developer shall “upsized” any public infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) provided that the City makes arrangements to compensate Developer for the reasonable costs of such upsizing on or before the date on which such infrastructure is installed by Developer. For example, if an upsized to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Developer for the 10% cost increase. Acceptable financial arrangements for upsizing of improvements include reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements.

10. **Developer to Indemnify the City.** Developer shall, protect, indemnify, save harmless and defend the City and its agents, employees, officers and elected officials against any claims, demands, judgments, expenses, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the Parties hereto and their employers, which may arise out of any act or failure to act, work or other activity related in any way to the Project, by Developer, Developer's agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by this DA. This indemnification provision shall not apply to any claims or liabilities that are unrelated to the Project or this DA.

11. **Notices.**

(a) **Notice Addresses.** All notices required or permitted under this DA shall be given in writing by certified mail and regular mail to the following addresses:

To Developer:

Hilltop Apartments, L.C.
P.O. Box 1430
Layton, UT 84041

To the City:

South Ogden City
Attn: City Manager
3950 Adams Ave. Suite 1
South Ogden City, UT 84403

(b) Effectiveness of Notice. Each Notice shall be effective and shall be deemed delivered on the day the Notice is postmarked for mailing, postage prepaid, by Certified United States Mail and actually deposited with or delivered to the United States Postal Service.

Any party may change its address for Notice under this DA by giving written Notice to the other Parties.

12. Assignment and Transfer of Development.

(a) Assignment. Developer shall not assign its obligations under this Agreement or any rights or interests herein, and, except as provided below, shall not convey the Project or any portion therefor, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed if the proposed transferee (a) has, in the sole opinion of the City, the qualifications and financial resources necessary and adequate to fulfill the obligations of Developer under this Agreement and any then-applicable documents necessary to complete development; and (b) by instrument in writing, has expressly assumed the obligations of Developer under this Agreement and all then-applicable additional agreements and agreed to be subject to the conditions and restrictions arising under this Agreement or any other related development documents. If only a portion of the Project is assigned and/or conveyed under this Section 13, a reasonable allocation of Developer's duties appurtenant to that portion will be made.

(b) Security Interests. This Section 13 shall not prohibit granting any security interests for financing the acquisition and development of the Project, subject to Developer complying with applicable law and the requirements of this DA.

(c) Change in Control. A change in the majority ownership or control of Developer shall be deemed a transfer requiring the consent of the City under the requirements of this Section 13. Notwithstanding the foregoing sentence, transferring all or a portion of the Project or change in the majority ownership or control of Developer shall NOT be considered a transfer under these circumstances: (i) a transfer occurs to an entity that is an affiliate of Developer, (ii) a transfer or change in ownership occurs because of a merger or acquisition of Developer resulting in Developer and its principal(s) having the majority interest and control of the succeeding or resulting entity, or (iii) a transfer occurs only by way of security for, and only for, the purpose of obtaining financing to enable Developer, or its permitted successor in interest, to perform its obligations under this Agreement or any of the development related documents. If because of these described actions one or more new principals become associated with the Project, such principals shall sign a counterpart of this agreement evidencing their personal guaranty of Developer's obligations. For

purposes of this section, an “affiliate” is an entity in which the owner(s) of Developer both holds an ownership stake of more than 50 percent and over which the owner of Developer is able to exert control

13. Appointment of Representatives. To further the commitment of the Parties to cooperate in implementing this DA, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and Developer. The initial representative for the City and the CDRA shall be Matthew Dixon, City Manager, and the initial representative for Developer shall be Kyle Crockett. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this DA and the development of the Project.

14. Mutual Drafting. Each party has participated in negotiating and drafting this DA and therefore no provision of this DA shall be construed for or against either party based on which party drafted any particular portion of this DA.

15. Waiver of Jury Trial; Attorneys’ Fees. All disputes or claims arising under this DA shall be mediated by a mediator to be agreed upon by the Parties. If, after good faith efforts by the Parties, mediation is unsuccessful in resolving the dispute(s), any remaining controversy or claims arising out of or relating to this DA, or a breach thereof, shall be resolved by bench trial in the District Courts for the Second Judicial District, Weber County, Utah. The prevailing Party in any such action may recover all costs, including reasonable attorneys’ fees, incurred in enforcing this Agreement. The Parties waive their right to a jury trial of any disputes or claims arising under this DA.

16. Applicable Law. This DA is entered into in Weber County in the State of Utah and shall be construed under the laws of the State of Utah despite Utah's choice of law rules.

17. Venue. Subject to Section 16, supra, any action to enforce this DA shall be brought only in the Second District Court for the State of Utah, Weber County.

18. No Waiver. Failure of any party to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

19. Severability. If any provision of this DA is held by a court of competent jurisdiction to be invalid, the Parties consider and intend that this DA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this DA shall remain in full force and affect.

20. Limitations on Damages. UNDER NO CIRCUMSTANCE SHALL ANY PARTY BE ENTITLED TO RECOVER (I) LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, (II) PENALTIES, OR (III) SPECIAL, PUNITIVE, TREBLE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

21. Entire Agreement. This DA and all Exhibits hereto, constitute the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

22. Recordation and Running with the Land. This DA shall be recorded in the chain of title for the Project. This DA shall be deemed to run with the land.

23. Authority. The Parties to this DA each warrant that they have the necessary authority to execute this DA. Specifically, on behalf of the City, the signature of the Mayor, or designee, of the City is affixed to this DA lawfully binding the City on _____, 201__.

IN WITNESS WHEREOF, the Parties have executed this DA by and through their respective, duly authorized representatives as of the day and year first herein above written.

SOUTH OGDEN CITY

By: _____
Its: _____

State of Utah)
 §
County of Weber)

On this ____ day of _____, the year _____, before me, _____ a notary public, personally appeared _____, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he/she executed the same.

Witness my hand and official seal.

(notary signature)

(seal)

HILLTOP APARTMENTS, L.C.

By: _____
Its: _____

State of Utah)
 §

County of _____)

On this ____ day of _____, the year _____, before me, _____ a notary public, personally appeared _____, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he/she executed the same.

Witness my hand and official seal.

(notary signature)

(seal)

DRAFT

**Exhibit “A”
Concept Plan**

DRAFT

Exhibit "B"
Project Property Description
Legal Description

PART OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF WASHINGTON BOULEVARD AND THE EXTENSION OF THE SOUTH LINE OF THE EXISTING HILLTOP LANES BUILDING SAID INTERSECTION BEING NORTH 89 08'18" WEST ALONG THE SECTION LINE 800.78 FEET AND NORTH 01 17'42" EAST ALONG SAID EAST LINE 1670.66 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE NORTH 01 17'42" EAST ALONG THE SAID LINE 239.34 FEET TO THE SOUTH RIGHT OF WAY LINE OF 4400 SOUTH STREET; THENCE ALONG SAID SOUTH LINE THE FOLLOWING THREE (3) COURSES (1) SOUTH 88 42'18" EAST 55.00 FEET TO A POINT ON A 488.22 FOOT RADIUS CURVE THE CENTER OF WHICH BEARS NORTH 01 17'42" EAST (2) NORTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 36 28'31" A DISTANCE OF 310.81 FEET, AND (3) SOUTH 86 16'32" EAST 91.05 FEET; THENCE SOUTH 13 44'36" EAST 347.31 FEET TO THE EXTENSION OF THE SOUTH LINE OF THE EXISTING HILLTOP LANES BUILDING; THENCE ALONG SAID EXTENSION AND LINE THE FOLLOWING FIVE (5) COURSES: (1) NORTH 88 14'15" WEST 329.80 FEET, (2) SOUTH 1 45'45" WEST 9.39 FEET, (3) NORTH 88 14'15" WEST 71.19 FEET, (4) NORTH 1 45'45" EAST 9.39 FEET AND (5) NORTH 88 14'15" WEST 125.34 FEET TO THE POINT OF BEGINNING.

SUBJECT TO THE FOLLOWING THREE (3) EASEMENTS: AN EASEMENT TO SUPPORT LIGHTING FOR A BILLBOARD ABOVE THE EXISTING HILLTOP LANES BUILDING AND OVER THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT A POINT ON THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL, SAID POINT BEING SOUTH 88 14'15" EAST 7.96 FEET FROM THE SOUTHWEST CORNER OF SAID PARCEL; THENCE SOUTH 88 14'15" EAST ALONG SAID LINE 37.06 FEET; THENCE NORTH 1 45'45" EAST 3.00 FEET; THENCE NORTH 88 14'15" WEST 37.06 FEET; THENCE SOUTH 1 45'45" WEST 3.00 FEET TO THE POINT OF BEGINNING, AN EASEMENT TO USE THE MAIN SEWER OUTFALL LINES WITHIN AND UNDER THE ABOVE DESCRIBED PARCEL TO CONVEY EFFLUENT FROM THE EXTREME SOUTH LINE OF THE BUILDING TO THE CITY SEWER SYSTEMS.

AN ACCESS EASEMENT OVER THE EXISTING ASPHALT ON THE ABOVE DESCRIBED PARCEL TERMINATING AT A 15 FOOT WIDE EXISTING UNIMPROVED ROAD, THE CENTER OF WHICH IS NORTH 88 14'15" WEST 116.20 FEET FROM THE SOUTHEAST CORNER OF SAID PARCEL.

Exhibit “C”

See Attached

DRAFT

STAFF REPORT



SUBJECT: Conditional Use Application for colocation on existing
Cell tower and construction of new equipment shed at
Friendship Park

AUTHOR: Mark Vlastic

DEPARTMENT: Planning & Zoning

DATE: January 16, 2019

BACKGROUND

This is a conditional use application to co-locate cell tower antennae to an existing 77' monopole and construct a new equipment shelter in an R-1-10 Zone, which allows lower-density residential uses as well as parks, schools and similar uses.

ANALYSIS

As indicated in *Chapter 10-20 Wireless Telecommunications Equipment*, (Chapter 10-20), monopole towers may be allowed in residential districts as conditional uses. Since this is an application for colocation on an existing pole, the general requirements have already been met, and the colocation would normally be handled administratively. However, since the application includes the construction of 10'4" x 11' utility building to accommodate a generator, equipment cabinet and a "doghouse", this application is being presented to the Planning Commission for review and direction.

The equipment building is steel clad with a flat membrane roof. It is located behind a larger equipment shelter by Verizon, and generally fits with the existing setting and context. Originally the equipment shed was proposed to be on the north side of the existing city-owned shed; however, Parks and Public Works Director Jon Andersen requested the shed be re-located to where it is currently shown.

RECOMMENDATION

Staff believes the proposed colocation of telecommunication equipment on the existing monopole, and the construction of a small equipment shed will have little if any impact on the park or surrounding neighborhood. The site is well-buffered from surrounding uses, requiring no additional vegetation or similar measures to improve buffering.

Staff recommends approval of the application.

POSSIBLE MOTIONS

1. POSITIVE MOTION
2. POSITIVE MOTION WITH MODIFICATIONS AND/OR ADDITIONS
3. NEGATIVE MOTION
4. MOTION FOR CONTINUATION

SOUTH OGDEN CITY

CONDITIONAL USE APPLICATION

For All Core, General, and Edge Zones



Property Address: 5500 South 650 East South Ogden, UT 84003

Existing Zone _____ No. of Acres or Sq. Ft. _____ No. of Res. Units _____

Bldg. Sq. Ft. 220 Building Height (stories & ft.) _____

What Use is Requested?

T-Mobile Telecommunication Collocation with addition of equipment shelter

Property Owners Name South Ogden City Phone 801.622.2727 email dgailey@southogdencity.com

Address 3950 Adams Ave. Suite 1 City South Ogden State UT Zip 84403

Agents Name - All information will be sent to the Agent. Britton Knaphus

Phone 801.879.2788 email Britton@ragedevelopment.com

Address 4505 S. Wasatch Blvd. City Salt Lake City State UT Zip 84124

Fee - Conditional Use Application

\$100.00 plus \$25.00 for each acre over one (1) to five (5) acres then \$10.00 for each additional acre or part thereof and \$100 for the City Engineer review. The Engineer fee is charged at a per hour rate and the balance over \$100 will be owing upon billing. The City collects these engineering hours on a project so the actual costs are recognized. As long as the project is under construction, the City engineer may incur costs that will be billed to the applicant.

Required Documents

- Application and Applicable Fees
- Site Location Map , Legal Description/Limits of Plan
- Survey Plat. Dimensions of property lines, easements, rights-of-way
- Development Boundaries and Proposed Phasing, if applicable
- Map of existing category of uses and use descriptions on parcel and all adjacent parcels within 600 feet, utilizing nomenclature found in 4.0
- Map of proposed category of uses and use descriptions, utilizing nomenclature found in 4.0
- Statement of Intent. Statement describing existing and proposed Use and zoning classification

Additional Required Documents

If site plan approval is being sought concurrently with a conditional use approval, the following additional documents are required:

- Existing Conditions Plan. Existing on-site and adjacent off-site structures, streets, utilities, easements, pavement noted either on an aerial photograph or site survey

- Existing Natural Conditions Plan. Existing topography, vegetation, drainage ways, floodplain/way, or other unique features either on an aerial photograph or site survey
- Site Plan. A Site Plan delineating all proposed structures and surfaces, including parking, pavement, decks, patios, landscape, and retaining walls
- Building Plan(s). Floor plans for all buildings illustrating compliance with the requirements of 5.0 Building Types (Not required if renovation of existing building does not include an addition equaling 25% of the existing building gross square footage)
- Table of Uses. A table of uses is required on the Building Plan delineating locations and gross square footages of categories of uses, and illustrating compliance with 4.0 Uses
- Building Elevations. Building elevations of all facades, rendered to illustrate compliance with the requirements of 5.0 Building Types (Not required if there is no addition to existing building, the existing building front or corner facade is located outside the build to zone and the renovation does not include any one of the following:
 - Installation of additional doors or a change in location of a door
 - Expansion or change in location of 30% of windows on any street façade
 - Replacement of 30% or more of facade materials on any street facing facade with a different facade material
 - When a renovation of the shape or style of the roof occurs with no added building square footage, the Roof Type Requirements (refer to 5.10) shall be met when the existing building front or corner facade is located within the build-to zone.
- Landscape Plan. Landscape Plan illustrating compliance with the requirements of 7.0 Landscape and SOC 10-23. All ground plane vegetation shall be illustrated. For sites with less than ten percent landscape area, the Landscape Plan may be combined with the Site Plan
- Parking Plan. Parking layout plan with table of spaces keyed to plan, illustrating compliance with 8.0 Parking. Driveways, shared parking arrangements, cooperative parking, and any other parking reductions shall be included and noted for compliance with 8.0 Parking
- Signage Plan, if Signage is included. Signage Plan illustrating compliance with the requirements of 9.0 Sign Types
- Open Space Plan, if Open Space is included. Open Space Plan shall define all paving, structures, site furnishings, and landscape areas
- Traffic Study, for projects larger than .5 acres, to verify impacts to surrounding roadways

Application Process and Timeline

This conditional use application will be reviewed by the Staff Review Committee who will make a recommendation to the City Manager on the application within 30 days of submission of a complete application. The City Manager (or his designee) will make a decision to approve or disapprove the application within 45 days of submission. The 45 days may be extended with the applicant's written consent.

The City Manager or Designee may approve, approve with conditions, or disapprove the application, providing the reasons for disapproval or any conditions for approval in writing

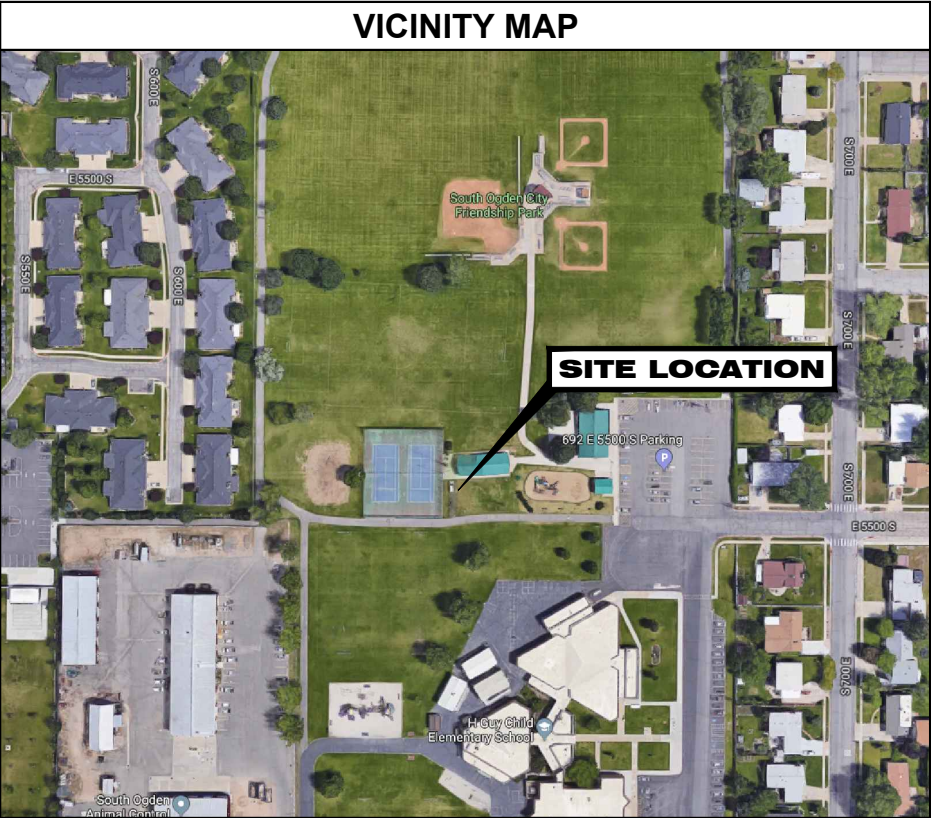
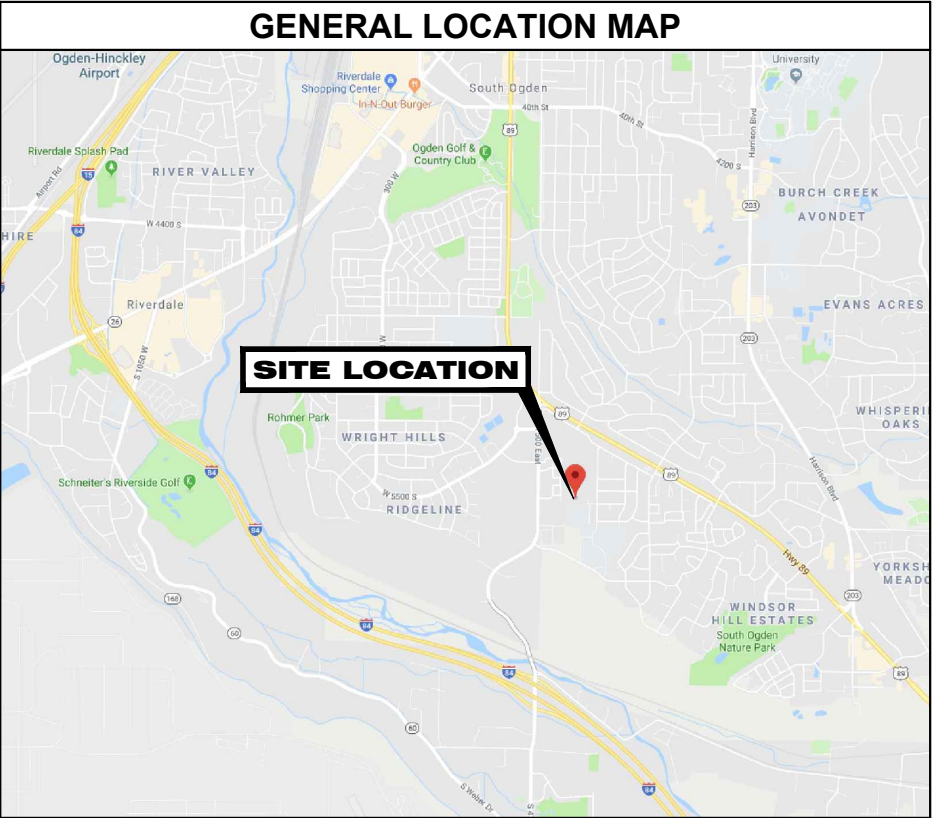
Appeal of the decision can be made to the planning commission.

PROPRIETY INFORMATION:
THE INFORMATION CONTAINED IN THIS
SET OF DRAWINGS IS PROPRIETARY BY
NATURE. ANY USE OR DISCLOSURE
OTHER THAN THAT WHICH RELATES TO
T-MOBILE SERVICES IS STRICTLY
PROHIBITED.



SL08093A FRIENDSHIP PARK
5500 SOUTH 650 EAST
SOUTH OGDEN, UT 84405

LAT/LONG 41.1633250000, -111.9651980000



DRAWING INDEX	
T1	TITLE SHEET
N1	GENERAL NOTES
A1	SITE LOCATION PLAN
A2	EQUIPMENT SITE PLAN
A3	TOWER ELEVATION
A4	EQUIPMENT DETAILS
A.0	ENVIRO BUILDING DATA SHEET
A.1	ENVIRO BUILDING DATA SHEET
A.2	ENVIRO BUILDING DATA SHEET

PROJECT SUMMARY	
PROPERTY INFORMATION:	
TOWER OWNER:	VERIZON WIRELESS
SITE ID:	SL08093A
ZONING CLASSIFICATION:	- JURISDICTION: WEBER COUNTY
CONSTRUCTION TYPE:	U CURRENT USE: UNMANNED WIRELESS TELECOMMUNICATIONS FACILITY
OCCUPANCY:	- NEW USE: UNMANNED WIRELESS TELECOMMUNICATIONS FACILITY

APPROVALS			
APPROVED BY	PRINT NAME	INITIALS	DATE
PROJECT MANAGER			
RF ENGINEER			
OPS MANAGER			
CONSTRUCTION			
LANDLORD			

CONTACT INFORMATION	
TOWER OWNER VERIZON WIRELESS 180 WASHINGTON VALLEY ROAD BEDMINISTER, NEW JERSEY 07921	SITE ACQUISITION FIRM RAGE DEVELOPMENT LLC 2181 HUGO AVENUE SALT LAKE CITY, UT 84117
NETWORK SYSTEMS OWNER T-MOBILE 121 WEST ELECTION RD. STE. 330 DRAPER, UT 84020	A/E FIRM SMITH HYATT ARCHITECTS 845 SOUTH MAIN STREET BOUNTIFUL, UTAH 84010

845 SOUTH MAIN, BOUNTIFUL, UTAH 84010
801-298-5777 FAX 801- 298-1677

DATE: 8/17/2018		
DRAWN BY: ACH		
CHECKED BY: BRITTON KNAPHUS		
REVISIONS		
DATE	DESCRIPTION	INT.
8/21/18	ZD (Prelim)	ACH
8/24/18	ZD (Final)	ACH
12/13/18	ZD (Final-R1)	ACH

SL08093A
FRIENDSHIP PARK
5500 SOUTH 650 EAST
SOUTH OGDEN, UT 84405

DRAWING TITLE: TITLE SHEET	DRAWING NO.: T-1
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GENERAL CONSTRUCTION NOTES

1.

DRAWINGS WERE PREPARED FROM STANDARDIZED DETAILS DEVELOPED AND PROVIDED BY T-MOBILE WEST, LLC ("T-MOBILE"). STANDARDIZED DETAILS ARE TO BE CONFIRMED AND CORRELATED AT THE SITE BY THE CONTRACTOR. STANDARDIZED DETAILS THAT REQUIRE MODIFICATIONS DUE TO ACTUAL FIELD CONDITIONS AND REQUIREMENTS MUST BE SUBMITTED TO, AND APPROVED BY, T-MOBILE PRIOR TO START OF WORK.
2.

DRAWINGS ARE NOT TO BE SCALED. WRITTEN DIMENSIONS TAKE PRECEDENCE. THIS SET OF DOCUMENTS IS INTENDED TO BE USED FOR DIAGRAM PURPOSES ONLY. UNLESS OTHERWISE NOTED. THE CONTRACTOR IS RESPONSIBLE FOR ALL DIMENSIONS.
3.

THE GENERAL CONTRACTOR'S SCOPE OF WORK SHALL INCLUDE FURNISHING ALL MATERIALS, EQUIPMENT, LABOR, AND ANY REQUIREMENTS DEEMED NECESSARY TO COMPLETE INSTALLATION AS DESCRIBED IN THE DRAWINGS AND AS DISCUSSED ON THE SITE WALK.
4.

PRIOR TO THE SUBMISSION OF BIDS, CONTRACTORS INVOLVED SHALL VISIT THE JOB SITE TO FAMILIARIZE THEMSELVES WITH ALL CONDITIONS AFFECTING THE PROPOSED PROJECT. CONTRACTORS SHALL VISIT THE CONSTRUCTION SITE WITH THE CONSTRUCTION DOCUMENTS TO VERIFY FIELD CONDITIONS AND CONFIRM THAT THE PROJECT WILL BE ACCOMPLISHED AS SHOWN. PRIOR TO PROCEEDING WITH CONSTRUCTION, ANY ERRORS, OMISSIONS, OR DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF T-MOBILE VERBALLY AND IN WRITING.
5.

THE GENERAL CONTRACTOR SHALL RECEIVE WRITTEN AUTHORIZATION TO PROCEED WITH CONSTRUCTION PRIOR TO STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED BY THE CONSTRUCTION DRAWINGS.
6.

THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
7.

THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS ACCORDING TO MANUFACTURER'S/VENDOR'S SPECIFICATIONS UNLESS NOTED OTHERWISE OR WHERE LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.
8.

ALL WORK PERFORMED ON THE PROJECT AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY, MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES BEARING ON THE PERFORMANCE OF THE WORK.
9.

GENERAL CONTRACTOR SHALL PROVIDE, AT THE PROJECT SITE, A FULL SET OF CONSTRUCTION DOCUMENTS UPDATED WITH THE LATEST REVISIONS AND ADDENDA OR CLARIFICATIONS FOR USE BY ALL PERSONNEL INVOLVED WITH THE PROJECT.
10.

THE STRUCTURAL COMPONENTS OF ADJACENT CONSTRUCTION OR FACILITIES ARE NOT TO BE ALTERED BY THIS CONSTRUCTION PROJECT UNLESS NOTED OTHERWISE.
11.

CONTRACTOR TO SEAL ALL PENETRATIONS THROUGH FIRE-RATED AREAS WITH U.L. LISTED OR FIRE MARSHALL APPROVED MATERIALS IF APPLICABLE TO THIS FACILITY AND OR PROJECT SITE.

12.

CONTRACTOR TO PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A10BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF PROJECT AREA DURING CONSTRUCTION.
13.

CONTRACTOR SHALL MEET ALL OSHA REQUIREMENTS FOR ALL INSTALLATIONS.
14.

CONTRACTOR TO VERIFY LOCATION OF ALL BURIED UTILITIES PRIOR TO EXCAVATION.
15.

CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, EASEMENTS, PAVING, CURBING, ETC. DURING CONSTRUCTION, UPON COMPLETION OF WORK, CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY HAVE OCCURRED DUE TO CONSTRUCTION ON OR ABOUT THE PROPERTY.
16.

CONTRACTOR SHALL KEEP GENERAL WORK AREA CLEAN AND HAZARD FREE DURING CONSTRUCTION AND DISPOSE OF ALL DIRT, DEBRIS, AND RUBBISH. CONTRACTOR SHALL REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY OR PREMISES. SITE SHALL BE LEFT IN CLEAN CONDITION DAILY AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE.
17.

THE ARCHITECTS/ENGINEERS HAVE MADE EVERY EFFORT TO SET FORTH IN THE CONSTRUCTION AND CONTRACT DOCUMENTS THE COMPLETE SCOPE OF WORK. CONTRACTORS BIDDING THE JOB ARE NEVERTHELESS CAUTIONED THAT MINOR OMISSIONS OR ERRORS IN THE DRAWINGS AND OR SPECIFICATIONS SHALL NOT EXCUSE SAID CONTRACTOR FROM COMPLETING THE PROJECT AND IMPROVEMENTS IN ACCORDANCE WITH THE INTENT OF THESE DOCUMENTS. THE BIDDER SHALL BEAR THE RESPONSIBILITY OF NOTIFYING (IN WRITING) T-MOBILE OF ANY CONFLICTS, ERRORS, OR OMISSIONS PRIOR TO SUBMISSION OF CONTRACTOR'S PROPOSAL. IN THE EVENT OF DISCREPANCIES THE CONTRACTOR SHALL PRICE THE MORE COSTLY OR EXTENSIVE WORK, UNLESS DIRECTED OTHERWISE.
18.

THE CONTRACTOR SHALL PERFORM WORK DURING OWNER'S PREFERRED HOURS TO AVOID DISTURBING NORMAL BUSINESS.
19.

THE CONTRACTOR SHALL PROVIDE T-MOBILE CORPORATION PROPER INSURANCE CERTIFICATES NAMING T-MOBILE WEST, LLC AS ADDITIONAL INSURED, AND T-MOBILE WEST, LLC PROOF OF LICENSE(S) AND PL & PD INSURANCE.

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT CONDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

A. UTAH UNIFORM BUILDING STANDARD ACT RULES
B. 2015 INTERNATIONAL BUILDING CODE (IBC)
C. 2017 NATIONAL ELECTRICAL CODE (NEC)
D. 2015 NATIONAL FIRE PROTECTION ASSOCIATION (NFPA 101)
E. 2015 INTERNATIONAL MECHANICAL CODE (IMC)
F. LOCAL BUILDING CODE
G. CITY OR COUNTY ORDINANCES

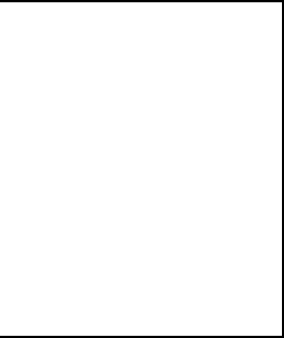
IMPORTANT NOTICE

THE EXISTING CONDITIONS REPRESENTED HEREIN ARE BASED ON VISUAL OBSERVATIONS AND INFORMATION PROVIDED BY OTHERS. A/E FIRM CANNOT GUARANTEE THE CORRECTNESS NOR THE COMPLETENESS OF THE EXISTING CONDITIONS SHOWN AND ASSUMES NO RESPONSIBILITY THEREOF. THE CONTRACTOR SHALL VISIT THE SITE AND VERIFY ALL EXISTING CONDITIONS AS REQUIRED FOR PROPER COMPLETION OF THE PROJECT.









DATE: 8/17/2018		
DRAWN BY: ACH		
CHECKED BY: BRITTON KNAPHUS		
REVISIONS		
DATE	DESCRIPTION	INT.
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8/24/18	ZD (Final)	ACH
12/13/18	ZD (Final-R1)	ACH

SLO8093A
FRIENDSHIP PARK
5500 SOUTH 650 EAST
SOUTH OGDEN, UT 84405

DRAWING
TITLE:

GENERAL
NOTES

DRAWING NO.:

N-1



1 SITE LOCATION PLAN
NTS

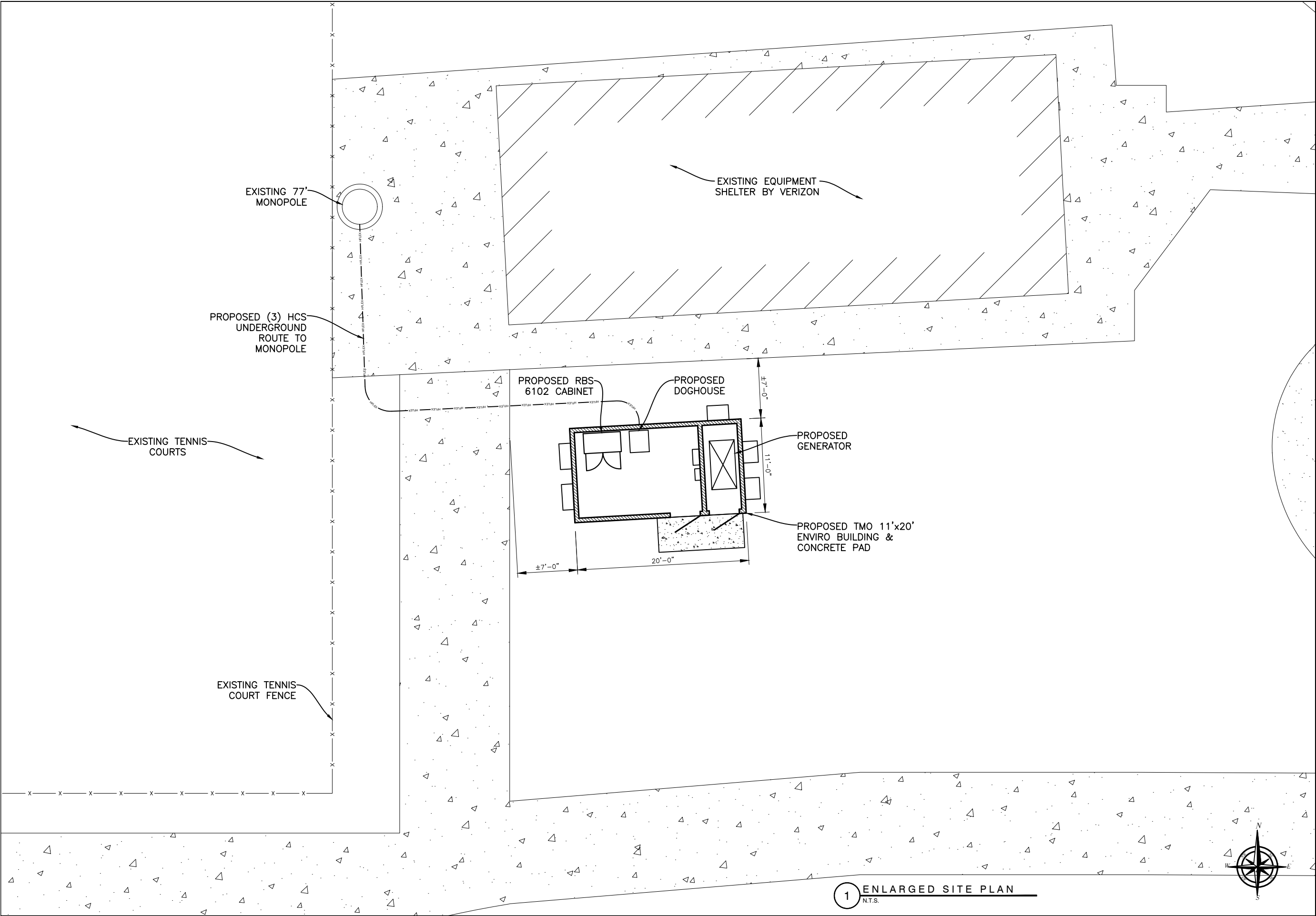
845 SOUTH MAIN, BOUNTIFUL, UTAH 84010
801-298-5777 FAX 801- 298-1677

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SL08093A
FRIENDSHIP PARK
5500 SOUTH 650 EAST
SOUTH OGDEN, UT 84405

DRAWING
TITLE:
SITE LOCATION
PLAN

DRAWING NO.:
A-1



...T...Mobile®



**SMITH HYATT
ARCHITECTS**
845 SOUTH MAIN, BOUNTIFUL, UTAH 84010
801-298-5777 FAX 801-298-1677

DATE: 8/17/2018
DRAWN BY: ACH
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SL08093A
FRIENDSHIP PARK
5500 SOUTH 650 EAST
SOUTH OGDEN, UT 84405

DRAWING
TITLE:
ENLARGED
SITE PLAN

DRAWING NO.:
A-2

1 ENLARGED SITE PLAN
N.T.S.

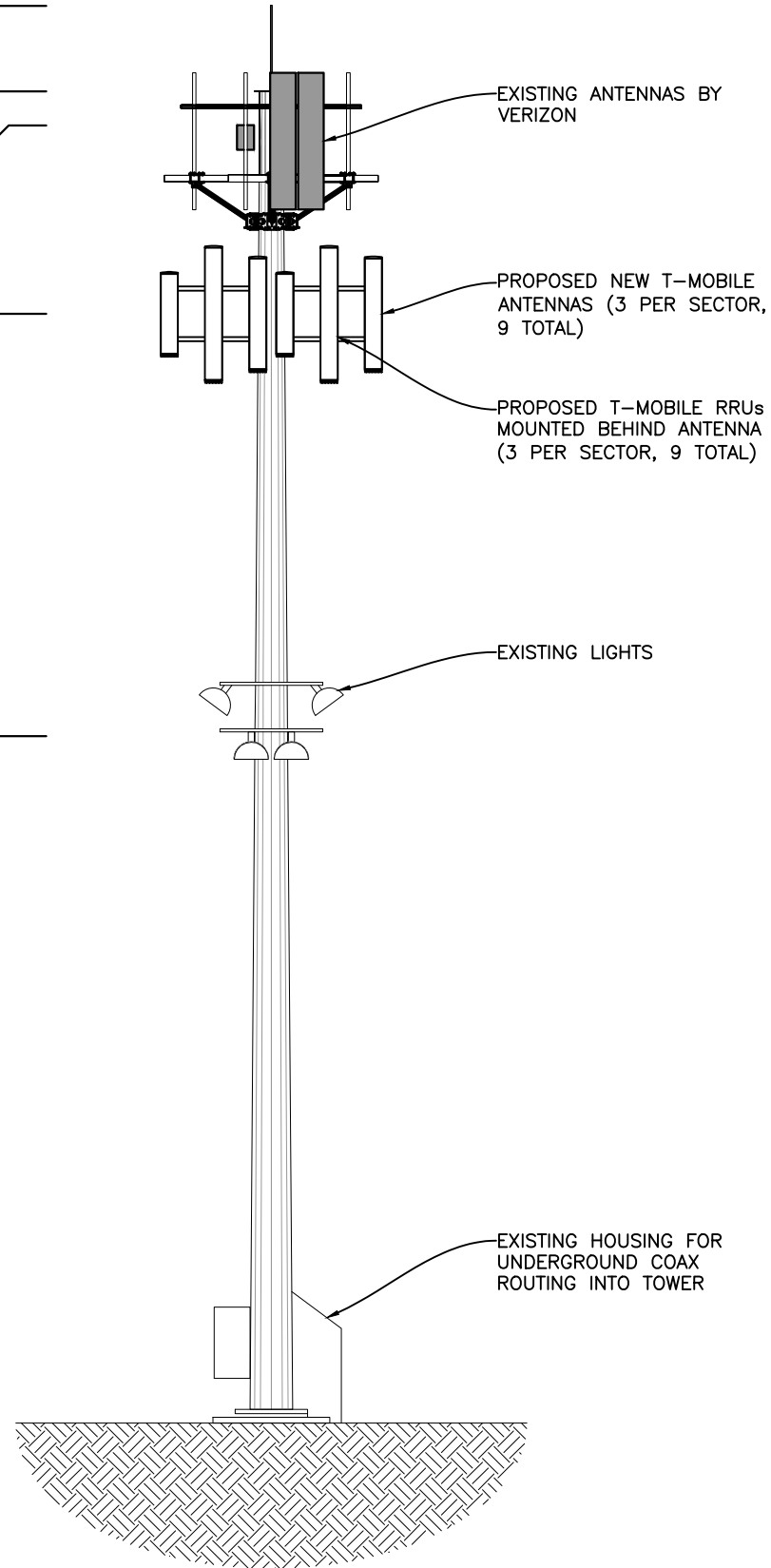
T.O. LIGHTNING ROD
82'-0"

T.O. EXISTING MONOPOLE
77'-0"

C.L. EXISTING VZW ANTENNAS
75'-0"

C.L. PROPOSED TMO ANTENNAS
64'-0"

C.L. EXISTING LIGHTS
±41'-0"



1 TOWER ELEVATION
N.T.S.

...T...Mobile®



SMITH HYATT
ARCHITECTS
845 SOUTH MAIN, BOUNTIFUL, UTAH 84010
801-298-5777 FAX 801-298-1677

DATE: 8/17/2018
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SL08093A
FRIENDSHIP PARK
5500 SOUTH 650 EAST
SOUTH OGDEN, UT 84405

DRAWING
TITLE:
TOWER
ELEVATION

DRAWING NO.:
A-3

ERICSSON AIR3246 B66
(OCTA)

15.7"

9.4"

58.1"

12.9"

8.7"

TOP VIEW

FRONT VIEW

SIDE VIEW

6 ANTENNA DETAIL
N.T.S.

RFS APXVAARR24 43-U-NA20
(OCTA)

24"

8.7"

95.9"

24"

8.7"

TOP VIEW

FRONT VIEW

SIDE VIEW

4 ANTENNA DETAIL
N.T.S.

CELLMAX
CMA-BDHH-6521-E0-6
(QUAD)

15"

5.2"

81"

15"

5.2"

TOP VIEW


FRONT VIEW

SIDE VIEW

2 ANTENNA DETAIL
N.T.S.

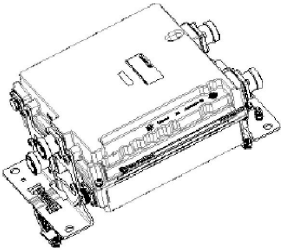
NEW EQUIPMENT LIST			
SECTOR	TYPE	MODEL	QUANTITY
ALPHA	ANTENNA	AIR3246 B66 (OCTA)	1
ALPHA	ANTENNA	APXVAARR24 43-U-NA20 (OCTA)	1
ALPHA	ANTENNA	CMA-BDHH/6521/E0-6/RET/T B05 (QUAD)	1
ALPHA	RRU	4449 B71+B12	1
ALPHA	RRU	4415 B66A	1
ALPHA	RRU	4415 B25	1
BETA	ANTENNA	AIR3246 B66 (OCTA)	1
BETA	ANTENNA	APXVAARR24 43-U-NA20 (OCTA)	1
BETA	ANTENNA	CMA-BDHH/6521/E0-6/RET/T B05 (QUAD)	1
BETA	RRU	4449 B71+B12	1
BETA	RRU	4415 B66A	1
BETA	RRU	4415 B25	1
GAMMA	ANTENNA	AIR3246 B66 (OCTA)	1
GAMMA	ANTENNA	APXVAARR24 43-U-NA20 (OCTA)	1
GAMMA	ANTENNA	CMA-BDHH/6521/E0-6/RET/T B05 (QUAD)	1
GAMMA	RRU	4449 B71+B12	1
GAMMA	RRU	4415 B66A	1
GAMMA	RRU	4415 B25	1
SITE	HCS	6x12 6AWG 30m	3

ERICSSON
4449 B71+B12



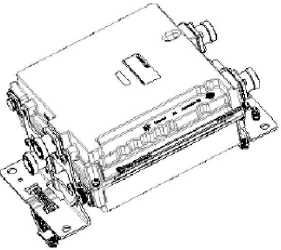
WEIGHT: 74 ± 4 lbs
DIMENSIONS (H x W x D): 379.7mm x 335mm x 235+mm

ERICSSON
4415 B66A



WEIGHT: 20 kg
DIMENSIONS (H x W x D): 420mm x 342mm x 149mm

ERICSSON
4415 B25



WEIGHT: 44 lbs
DIMENSIONS (H x W x D): 14.9" x 13.2" x 5.4"

ERICSSON RBS 6102

52"

28"

TOP VIEW

52"

28"

57"

FRONT VIEW

52"

28"

57"

SIDE VIEW

1 CABINET DETAIL
N.T.S.

DATE: 8/17/2018

DRAWN BY: ACH

CHECKED BY: BRITTON KNAPHUS

REVISIONS

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8/24/18	ZD (Final)	ACH
12/13/18	ZD (Final-R1)	ACH

SL08093A

FRIENDSHIP PARK

5500 SOUTH 650 EAST

SOUTH OGDEN, UT 84405

DRAWING TITLE:
EQUIPMENT DETAILS

DRAWING NO.:
A-4

CODE STUDY SUMMARY - 2009 INTERNATIONAL BUILDING CODE

NOTE- this code study is related to the floor, ceiling, walls, and roof structure, mechanical, and electrical equipment and furnishings illustrated as part of the building in the design drawings provided by Enviro Buildings, Inc. and unless otherwise noted excludes foundations, sitework, and other contiguous design and construction by others

TOPIC	CODE REFERENCE	DESCRIPTION OF CODE COMPLIANCE
OccupancySection	304	Group B – "Telephone Exchanges" and "Electronic Data Processing" use as telecommunications equipment enclosure
Construction TypeTable	503	Type II-B as allowed up to 23,000 SF and 4 stories for this building's area as indicated in the drawings.
Bldg Element Fire Resistance Ratings	Table 601	All structural frame, interior and exterior bearing walls, interior and exterior non-bearing walls, floor, and roof construction may be of non-rated construction subject to Construction type II-B limitations and fire separation distance constraints.
Fire Separation Distance	Table 602	For fire separation distances greater than or equal to 10', this Group B occupancy, type II-B construction requires no rated fire separations. Fire separations of 1 hour rated construction are required for separations less than 10' but greater than 5'. For separations less than 5', appropriate based fire separation is required in accordance with Chapter 3.
Exterior Wall Openings	Table 704.8	Unprotected wall openings are not limited unless the building fire separation distance is less than 5'. Wall openings are prohibited where separation is under 5'.
Interior Wall & Ceiling Finish	Table 803.5	Materials are required to be of Class A, B, or C flame spread index.
Automatic Sprinkler System	Section 903	Sprinklers are not required in B occupancy buildings compliant with height and area limitations of Table 503.
Fire Alarm & Detection	System907.2.2	Manual fire alarm systems are required in Group B occupancies with 500 or more occupants. Occupancy of this building is no more than WxL/100, or 4. Thus, no fire alarm and/or detection system is required.
Egress	1008.1.1	The minimum clear width of a required exit door shall be not less than 32 inches with a minimum height of 80"
Exit Signs	1011.1	No exit signs are required in buildings requiring only one exit.
Egress Illumination	1006.1, 1006.2, 1006.3	Interior and exterior egress illumination to a level not less than 1 footcandle at the floor level is required at each required egress door. Emergency power is required for egress lighting only for buildings required to have two or more exits.
Number of Required Exits	Section 1015	B occupancies with fewer than 49 occupants require only one exit.
Accessibility	1103.2.9	This building and all other spaces frequented only by personnel for maintenance, repair or monitoring of equipment are not required to be accessible.
Ventilation	1203.1	Natural or mechanical ventilation is required in accordance with the International Mechanical Code. Underfloor ventilation is required in buildings
Underfloor Ventilation	1203.3.2	Where warranted by climatic conditions or when an approved ground vapor retarder, perimeter wall insulation, and environmental conditioning is provided below the building floor in accordance with the International Energy Conservation Code, no under-floor ventilation is required. This work is outside the scope of the design and construction by Enviro Buildings, Inc.
Temperature Control	1204.1	Interior spaces, such as this structure, where the primary purpose is not associated with human comfort, are not required to be provided with with space heating systems otherwise required to maintain 68°F at a point 3' above the floor.
Artificial Light	1205.3	Artificial lighting to a level of 10 footcandles average over each room at a height of 30 inches above the floor is required.
Interior Space Dimensions	Section 1208	Habitable spaces (other than kitchens) shall not be less than 7' in any direction with a ceiling height not less than 7'6" (or furred ceiling less than 7')
Exterior Walls	1405.2	Approved corrosion resistant steel protection on exterior walls shall be not less than .00149 inches thick in accordance with Table 1405.2
Roof Assemblies	Section 1505	In accordance with Table 1505.1 this type II-B construction requires a Class C roof assembly as rated by an approved testing agency.
Structural Design	Chapter16	Preconstruction load tests have been performed by PFS Corporation as documented in their Test Report #96-41 dated 11.25.96. From this data structural calculations have been completed for the combination of dead, live, and seismic loads on the assembled structure with the recommended foundation attachment to verify performance under the environmental conditions at the site of final assembly. Copies of the load test and calculations are available from Enviro Buildings, Inc. in conjunction with integrated building, site, and foundation design ordered by the building owner or authorized agent.
Soils and Foundations	Chapter 18	Soils and foundation engineering is excluded from the design engineering provided by Enviro Buildings, Inc. except as separately authorized or indicated in the drawings.
Foam Plastic Insulation	2603.3, 2603.4.1.3	As tested by U.L. the flame spread index of 20 or less and smoke-developed index of 300 or less were achieved for foam plastic insulation board incorporated in the metal faced composite panel where flame spread of 75 or less and smoke-developed index of 450 or less are required. For this one storey non-sprinklered building under 400 SF, the same foam plastic insulation is allowed in thicknesses not exceeding 4" when the insulation is covered with a corrosion resistant steel with a minimum base metal thickness of 0.016 inch. The provided metal facing thickness is .0217"

INDEX OF SHEETS

<i>SHEET#</i>	<i>DESCRIPTION</i>
<i>A.0</i>	<i>Data Sheet</i>
<i>A.1</i>	<i>Structural Detail</i>
<i>A.2</i>	<i>Structural Detail</i>

CODE	SUMMARY
------	---------

	1996 BOCA	1999 SBC	2007 CBC	2006 IBC	2007 OHIO BC	2007 FBC
CONST. TYPE	TYPE 5-B	VI-UNPROT.	TYPE II-N	TYPEII-B	TYPEII-B	TYPEII-B
OCCUPANCY	B	B	B	B	B	B
OCC. LOAD	1	1	1	1	1	1
ALLOWABLE AREA	7,200 S.F.	9,000 S.F.	8,000 S.F.	23,000 S.F.	23,000 S.F.	23,000 S.F.
ACTUAL AREA	220 S.F.	220 S.F.	220 S.F.	220 S.F.	220 S.F.	220 S.F.
SEISMIC ZONE	E	E	E	E	E	E
MIN. HORIZ. DISTANCE SEPARATION	10 FEET	3 FEET	20 FEET	10 FEET	10 FEET	10 FEET

**ENVIRO**
BUILDINGS

325 PAYSON AVE.
QUINCY, IL 62301
TEL 217-222-5453
TEL 800-728-5454
FAX 217-228-2424



GROUP
INC.

JAMES A. LICHTY, ARCHITECT

PROJECT T-MOBILE

SITE NAME _____

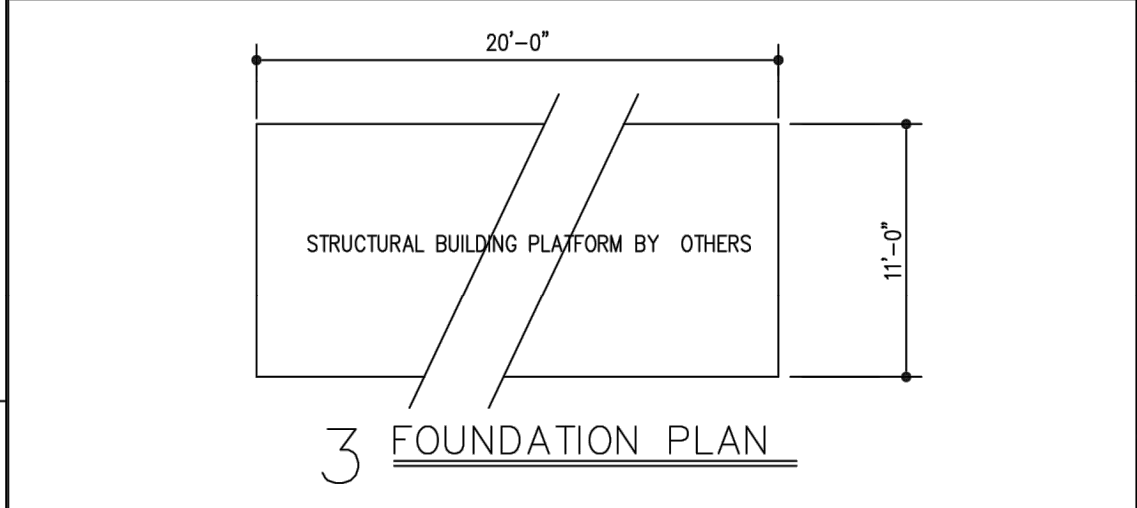
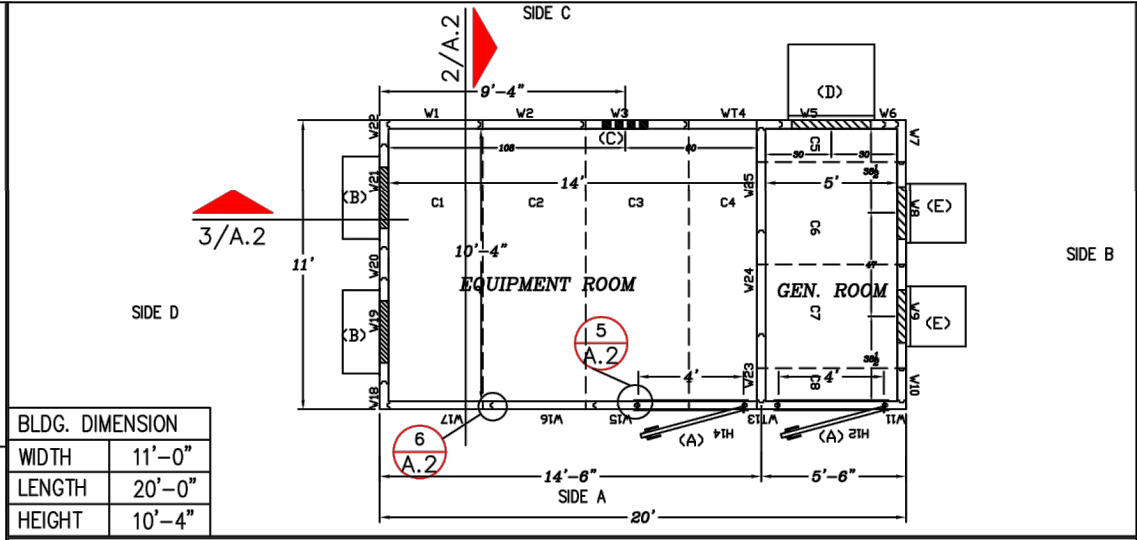
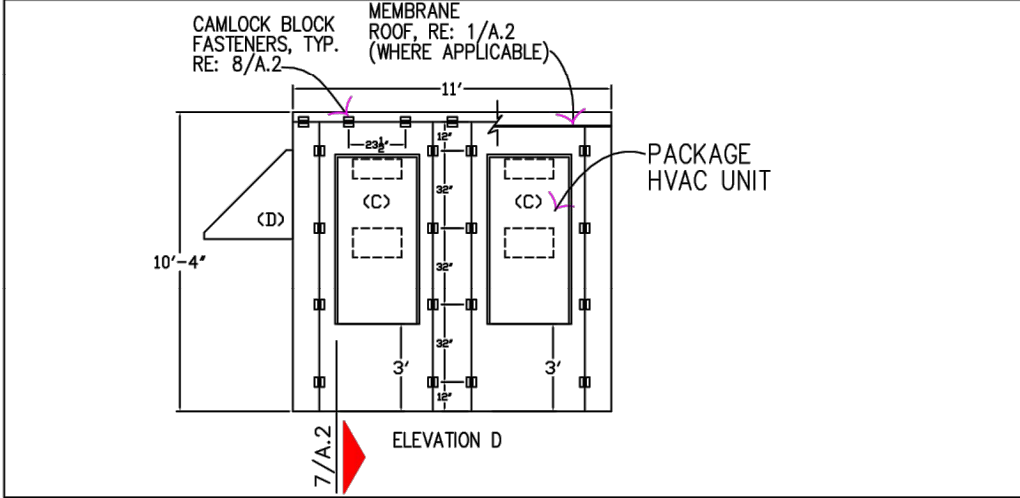
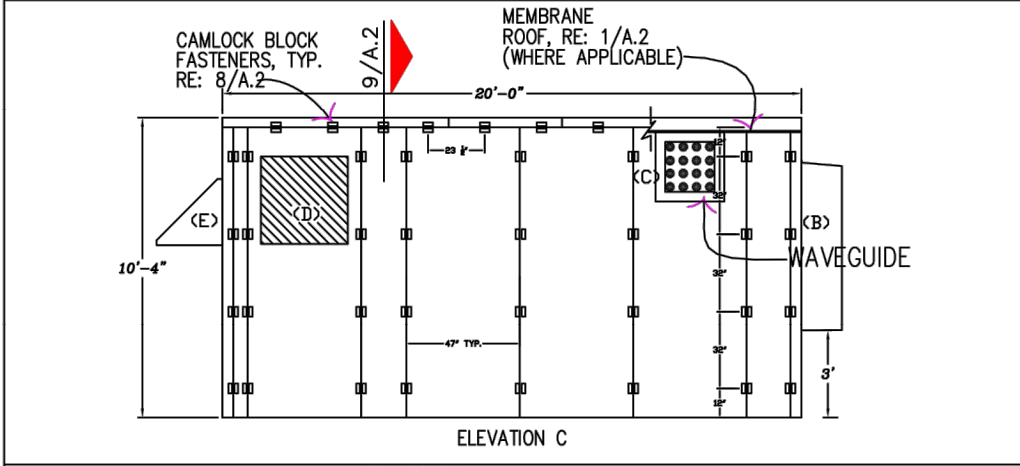
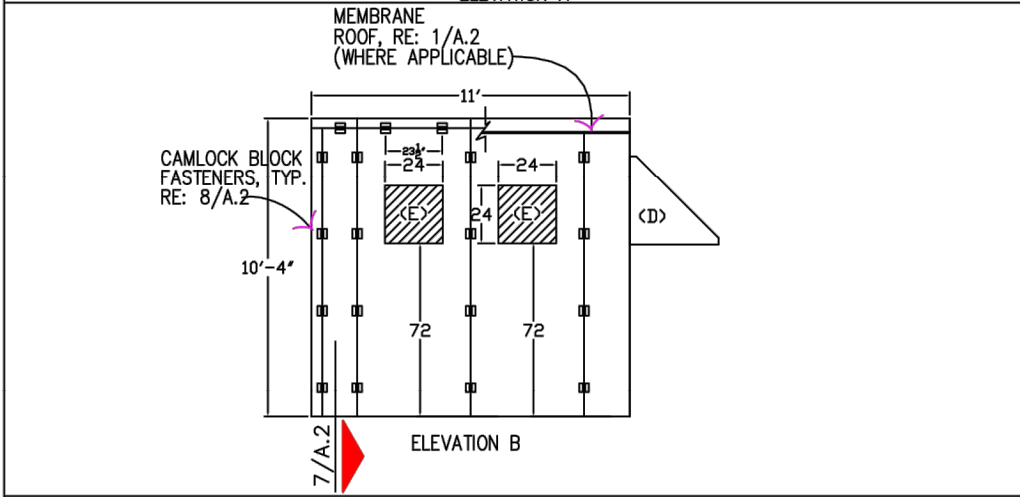
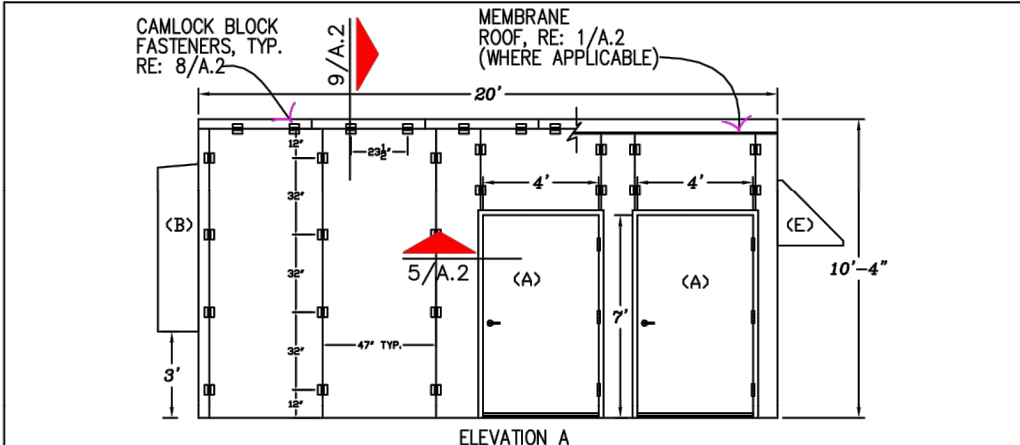
LOCATION _____

JOB # _____ **PO #** _____

DATE _____ DRAWN _____

SHEET

A.0



SPECIFICATIONS

1.) **PANEL CONSTRUCTION:**
 26 GA. STUCCO EMBOSSED STEEL LAMINATED TO BOTH SIDES OF 4" HIGH DENSITY FOAM INSULATION. PANELS LOCK TOGETHER W/ CAM LOCKS.

REINFORCED PANELS:
 PANELS WITH DOOR AND A/C OPENINGS:
 26 GA. STUCCO EMBOSSED STEEL LAMINATED TO 1/2" PLYWOOD AND 3-1/2" HIGH DENSITY INSULATION.

HEAVY DUTY FLOOR PANELS:
 20 GA. GALV. STEEL INTERIOR, 26 GA. STUCCO EMBOSSED STEEL EXTERIOR LAMINATED TO 1/2" PLYWOOD (INTERIOR) AND 3-1/2" HIGH DENSITY INSULATION.

(A) 4'0" x 7'0" insulated, 24 ga. painted, with: frame, drip cap, threshold, weather seal, stainless steel NRP hinges - Passage Lever/Lever - Door deadbolt

(B) Marvair Air Conditioner - 3 ton cooling - 5 kw heat - 230/208/1/60 electrics - supply & return grills - high & low pressure control - compressor anti-cycle delay - low ambient control - alarm relay - panel reinforcement - supply & return panel cut-outs - installation hardware - drip cap - Marvair CommStat 3 Lead/Lag Controller (4121)

(C) Waveguide entry port 16 hole square 4"

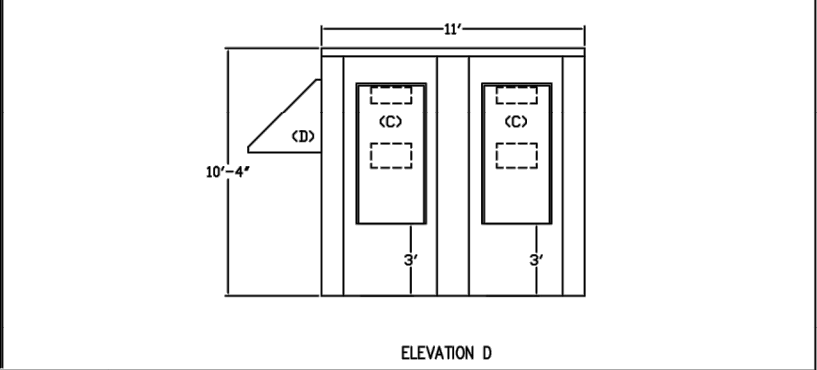
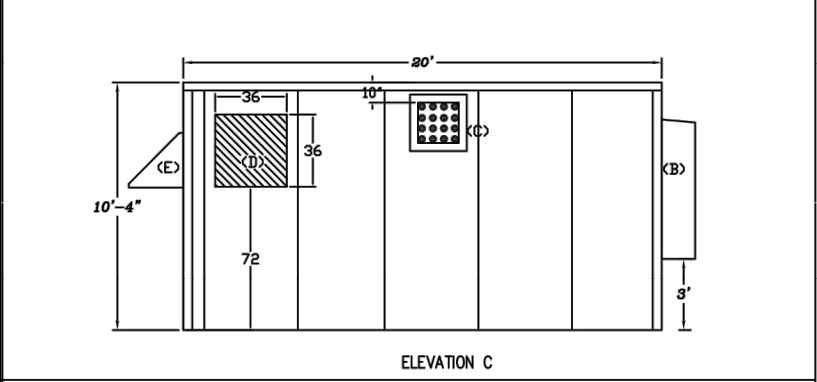
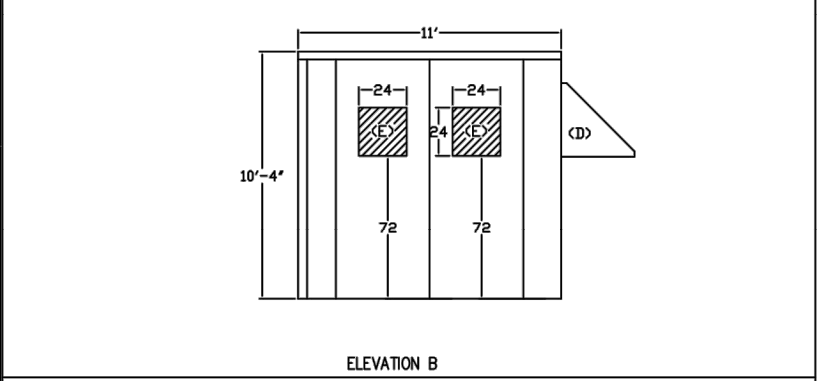
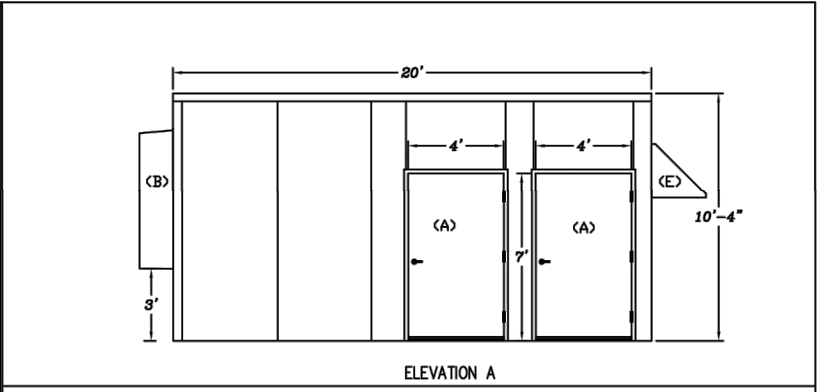
(D) Intake louver and weather hood - sill to be 72"

(E) Intake louver and weather hood - sill to be 72"

ROOF SNOW LOAD: 40 PSF
 WIND LOAD: 90 MPH

CODE SUMMARY

	1996 BOCA	1999 SBC	2001 CBC	2006 IBC	2007 OHIO BC	2007 FBC
CONST. TYPE	TYPE 5-B	VI-UNPROT.	TYPE II-N	TYPE II-B	TYPE II-B	TYPE II-B
OCCUPANCY	B	B	B	B	B	B
OCC. LOAD	1	1	1	1	1	1
ALLOWABLE AREA	7,200 S.F.	9,000 S.F.	8,000 S.F.	23,000 S.F.	23,000 S.F.	23,000 S.F.
ACTUAL AREA	220 S.F.	220 S.F.	220 S.F.	220 S.F.	220 S.F.	220 S.F.
SEISMIC ZONE	E	E	E	E	E	E
MIN. HORIZ. DISTANCE SEPARATION	10 FEET	3 FEET	20 FEET	10 FEET	10 FEET	10 FEET



ENVIRO BUILDINGS

325 PAYSON AVE.
 QUINCY, IL 62301
 TEL 217-222-5453
 TEL 800-728-5454
 FAX 217-228-2424

Archetype DESIGN GROUP INC.

JAMES A. LICHTY, ARCHITECT

PROJECT **T-MOBILE**

SITE NAME _____

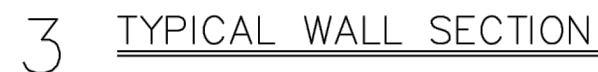
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JOB # _____ PO # _____

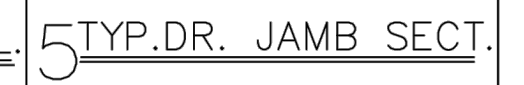
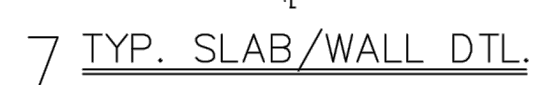
DATE _____ DRAWN _____

SHEET

A.1



- 8 TYP. CAMLOCK BLOCK FASTENERS
RE. 5/A.2, 6/A.2, 7/A.2



STAFF REPORT



SUBJECT: Discussion on Proposed Changes to Form Based Code to Accommodate Horizontal Mixed Uses
AUTHOR: Mark Vlasic
DEPARTMENT: Planning & Zoning
DATE: January 16, 2019

PURPOSE

This report addresses proposed changes to the *South Ogden City Center/40th Street Form Based Code (Adopted June 21, 2016)* and *South Ogden City Commercial Area Form Based Code (Adopted November 21, 2017)* to accommodate horizontal mixed-use development.

BACKGROUND

In June 2016, South Ogden City adopted a Form Based Code for the City Center & 40th Street Corridor, which established a code that will help create a walkable downtown district in the City Center, and a livable transit corridor along 40th Street. The following year a second form-based code was adopted to address all remaining commercial areas in the city.

Both codes have been carefully calibrated to encourage the form and types of development that will result in a more dynamic city core and commercial development.

VERTICAL VERSUS HORIZONTAL MIXED USE

While mixed-use can take many forms, it is typically categorized as either vertical mixed-use building or horizontal mixed-use blocks.

Vertical Mixed-Use Building combines different uses in the same building, with ground floor uses requiring retail and similar uses, and the upper floors having residential uses. In more urban areas, entire blocks or neighborhoods may be composed of vertical mixed-use buildings.

Horizontal Mixed-Use Blocks combine single-use buildings on distinct parcels in a range of land uses within one block.

A wide mix of uses is allowed in most of the subdistricts of both form-based codes in South Ogden. However, the City Center “Core” subdistrict of the City Center & 40th Street Form-based Code requires vertical mixed use, whereby the ground level of all buildings are required to be dedicated

to retail uses, and residential, office, school and hospital/clinic uses be limited to the levels above the ground floor.

In the Commercial Areas Form-based Code, vertical mixed-use development is required in the Gateway Core and Neighborhood Commercial Subdistricts, similar to the City Center “Core” subdistrict of the City Center & 40th Street code, and for similar reasons.

Since the adoption of both form-based codes, there has been significant redevelopment interest, particularly in the areas where vertical mixed-use development is required. Unfortunately, the vertical mixed-use model does not match current market demands focused on residential development.

ANALYSIS

The distinction between what the code requires and what the development community is willing to develop illustrates the challenge of redeveloping the commercial subdistricts of South Ogden into places where people can live, work, play and shop in one place, and which will eventually become destinations for people to shop and visit. The mixing of uses is a catalyst to building more complete, compact, complex, and walkable neighborhoods — as well as competitive city centers — because it facilitates efficient access to where people live, work, play and shop via walking, biking, transit and/or cars.

While vertical mixed-use is desirable, it is not currently supported by the local development market. Fortunately, vertical mixed-use is not the only model for achieving the mixes desired. Horizontal mixed-use development can also provide the mix of uses required, providing a greater level of flexibility to accommodate current markets and development needs while also permitting commercial, retail and other uses in the same districts. There is a risk that the affected areas will be focused more on residential than anticipated, or that the desired commercial services may lag behind the development of residential uses with this model. However, it facilitates positive change while allowing a wide-range of flexibility for the market to respond. Both horizontal and vertical mixed use would be permitted in this scenario.

RECOMMENDED CHANGES

In order to facilitate positive redevelopment in the city core and other commercial subdistricts in the city, staff recommends that the requirement for retail and similar uses on the ground floor of the City Center “Core, Gateway Core and Neighborhood Commercial Subdistricts be eliminated. It is further recommended that the minimum height of ground story uses remain at 14’, which will facilitate the potential transformation of ground floor residential uses to retail/commercial uses in the future, if and when market conditions change.



MINUTES OF THE SOUTH OGDEN CITY PLANNING COMMISSION MEETING

THURSDAY, DECEMBER 13, 2018
COUNCIL CHAMBERS, CITY HALL –6:15 pm

PLANNING COMMISSION MEMBERS PRESENT

Chair Raymond Rounds, Commissioners Jerry Jones, Scott Amos, John Bradley, Jeremy Howe, Mike Layton, and Steve Pruess

STAFF PRESENT

City Manager Matt Dixon, City Planner Mark Vlastic, and City Recorder Leesa Kapetanov

OTHERS PRESENT

Brad Brown, Lance Tyrrell

Note: The time stamps indicated in blue correspond to the audio recording of this meeting, which can be found at:

http://www.southogdencity.com/document_center/Sound%20Files/PC181213_1811.mp3 or requested from the office of the South Ogden City Recorder.

A briefing session was held before the planning commission meeting in the conference room adjacent to the council chambers and was open to the public. The recording for the briefing meeting can be found by clicking this link:

http://www.southogdencity.com/document_center/Sound%20Files/PC181213_1734.mp3

Note: Commissioner Pruess was not present for the briefing meeting but did attend the regular meeting.

I. CALL TO ORDER AND OVERVIEW OF MEETING PROCEDURES

Chair Raymond Rounds began the meeting at 6:15 pm by calling for a motion to open.

Commissioner Jones moved to open the South Ogden City planning commission meeting for Thursday, December 13, 2018. The motion was seconded by Commissioner Bradley. Commissioners Jones, Bradley, Pruess, Howe, Layton, and Amos all voted aye.

II. SPECIAL ITEMS

A. Presentation from Lance Tyrrell, IBI, on Vertical vs. Horizontal Mixed Use

- Chair Rounds introduced Lance Tyrrell from IBI and turned the floor over to him for a presentation 00:00:58
Mr. Tyrrell used slides as part of his presentation. See Attachment A.
- Questions/Discussion by the Planning Commission 00:18:30
- The Planning Commission directed staff to prepare changes to the code that would allow flexibility for both vertical and horizontal mixed use, but still maintain the feel and intent of the form based code as discussed. 01:01:33

B. Preliminary Review and Discussion on Development Agreement With Fernwood Hilltop Apartments for Hilltop Lanes Property

- Overview by City Manager Dixon 01:04:06
- Discussion by Planning Commission 01:10:05
- The chair called for a motion to set the date for the public hearing on January 10, 2018 01:14:07

Commissioner Bradley moved to set the date for the public hearing on the proposed development agreement for January 10, 2019. Commissioner Howe seconded the motion. All present voted aye.

III. OTHER BUSINESS

- Chair Rounds informed the commissioners that his and Commissioner Howe's terms were up, however they had been asked to continue in the positions. Their appointments would be approved by the city council at their next meeting.

IV. APPROVAL OF MINUTES OF PREVIOUS MEETING

Approval of November 8, 2018 Meeting Minutes

- Motion 01:17:18

Commissioner Howe moved to approve the minutes from November 8, 2018. Commissioner Amos seconded the motion. All present voted aye.

V. PUBLIC COMMENTS

There were no comments from the public.

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91 **VI. ADJOURN**

92 At 7:30 pm, Chair Rounds called for a motion to adjourn.
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94 **Commissioner Bradley moved to adjourn, followed by a second from Commissioner Howe.**
95 **The vote was unanimous in favor of the motion.**

96 01:17:52
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127 I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Planning Commission Meeting
128 held Thursday, December 13, 2018.
129

130 
131 Leesa Kapetanov, City Recorder

Date Approved by the Planning Commission

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ATTACHMENT A

Presentation by Lance Tyrrell
(still to come)

Not Approved