

HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Planning Commission Meeting

April 23, 2024

6:00 p.m. – Regular Meeting

-Time and Order of Items are approximate and may be changed as Time Permits-

Public notice is hereby given that the monthly meeting of the Heber City Planning Commission will be in the Heber City Office Building, 75 North Main, South door, in the Council Chambers upstairs.

1. Regular Meeting:

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance: By Invitation
- IV. Recuse for Conflict of Interest

2. Consent Agenda:

- I. 03.26.2024 Minutes for Approval

3. Action Items:

- I. A Public Hearing to consider the approval of a Development Agreement for the construction of a multi-tenant sign at 744 North Main Street. (Kohler)
- II. A Zoning Amendment for 167 West Center Street to rezone the property from RC (Residential Commercial) to C-3 (Central Commercial) (Planner Denna Woodbury)

4. Work Meeting:

- I. Discuss process for Central Heber Overlay Zone

5. Administrative Items:

- I.
 - 1. City Council Communication Item

6. Adjournment:

Ordinance 2006-05 allows Commission Members to participate in meetings via telecommunications media.

In accordance with the Americans with Disabilities Act, those needing special accommodations during this meeting or who are non-English speaking should contact Meshelle Kijanen at the Heber City Offices at 435.657.7898 at least eight hours

prior to the meeting.

Posted on 04.18.2024, in the Heber City Municipal Building located at 75 North Main, the Heber City Website at www.heberut.gov, and on the Utah Public Notice Website at <http://pmn.utah.gov>. Notice provided to the Wasatch Wave.

1 **HEBER CITY CORPORATION**
2 **75 North Main Street**
3 **Heber City, UT 84032**
4 **Heber City Council Meeting**
5 **March 26, 2024**

6 **DRAFT Minutes**

7 **6:00 p.m. – Regular Meeting**

8 **1. Regular Meeting:**

9 I. Call to Order

10 Planning Commission Chairman Dennis Gunn called the meeting to order at 6:07 PM
11 and welcomed everyone present.

12
13 II. Roll Call

14 **Planning Commission Present:** Chairman Dennis Gunn

15 Commissioner Josh Knight
16 Commissioner Dave Richards
17 Commissioner Tori Broughton
18 Commissioner Darek Slagowski
19 Alternate Commissioner Greg Royall
20 Alternate Commissioner Jami Hewlett

21 **Planning Commission Absent:** Commissioner Phil Jordan

22 Commissioner Robert Wilson

23 **Staff Present:**

24 Planning Manager Jamie
25 Baron Planner Jacob Roberts
City Recorder Trina Cooke

26 **Staff Participating Remotely:**

27 Anthon Beales, IT Specialist
28 Denna Woodbury,
Consultant

29
30 **Also Attending Remotely:** David (no last name)

31 III. Pledge of Allegiance: By Invitation

Commissioner Dave Richards led the recitation of the Pledge of Allegiance.

IV. Recuse for Conflict of Interest:
There were no conflicts disclosed.

2. Consent Agenda: N/A

3. Action Items:

I. Public Hearing for Development Agreement for School House Academy at approximately 700 S School House Way.

Planning Manager Jamie Baron introduced the agenda item and provided the details and background information as included in the meeting materials.

Planning Manager Baron said School House Academy was looking to build a daycare across from Rocky Mountain Middle School and Heber Elementary School. Planning Manager Baron said the property was 1.71 acres in size and currently located in an R1 Zone. Planning Manager Baron clarified the R1 Zone currently allows home daycares. Planning Manager Baron said they hoped to address the need for a daycare in the area while honoring the presence of the Middle and Elementary School.

Planning Manager Baron gestured to a visual aid showing an overhead view of the property then moved on to the site plan. Planning Manager Baron said they would want to add parking on the South and expand the area outside of this. Planning Manager Baron said the development agreement would hold the daycare to the same requirement as the schools across the street along with state requirements for daycares. Planning Manager Baron said the state requirements were lengthy and complicated, largely revolving around teacher to student ratios and property size. Planning Manager Baron indicated a one acreage requirement for daycares and reiterated the size of the property in question was 1.7 acres. Planning Manager Baron said street access must be on a major collector street and follow all parking and setback requirements. Planning Manager Baron said the Staff had asked that the setback height requirement be 30 feet and noted they would have to have either a circular drive or several unloading areas. Planning Manager Baron reported the applicant was thinking of going with the circular drive. Planning Manager Baron added that common areas must be at a minimum of 20% and also meet State fencing requirements.

Planning Manager Baron said they carried out a traffic study and did not anticipate any changes given the study's findings. Planning Manager Baron presented the findings of the traffic study via visual aid. Planning Manager Baron said there were A- level surface findings. Planning Manager Baron turned the time back to the Planning Commission and asked they give the applicants time to speak.

Applicants Piper Riddle, Eric Johnson, and Dave Johnson were present to answer
Heber City Planning Commission Meeting Minutes March 26, 2024 2

1 additional questions for the Commission.

2 Applicant Riddle came forward and identified herself as the director of School
3 House Academy. Applicant Johnson came forward and identified himself as the
4 Board Chair for School House Academy. Applicant Riddle said Planning Manager
5 Baron had well-represented their plan and added that Utah had several rules and
6 regulations for childcare facilities of which they would comply. Chairman Gunn
7 opened the floor for questions from Commissioners.

8 Alternate Commissioner Jami Hewlett asked about the traffic study. Commissioner
9 Hewlett said early plans indicated they were anticipating 200 children at the
10 daycare and this number has since lowered to 84. Commissioner Hewlett asked if
11 this was a shift from the first phase. Applicant Riddle said phase I of their plan
12 allotted for 84 children given the available square footage. Applicant Riddle said
13 phase II would bring them up to 180 assuming they expand the square footage.
14 Applicant Riddle said they never planned on having more than 200 children on the
15 property. Applicant Johnson reiterated this plan.

16 Chairman Gunn asked if the traffic study took into account load in and out times
17 for all the schools. Applicant Johnson said it did.

18 Commissioner Richards asked if anyone present from Engineering Staff was
19 present. No one came forward. Commissioner Richards asked if Planning
20 Manager Baron could speak on behalf of Engineering Staff.

21 Planning Manager Baron said Engineering has yet to weigh in on the traffic
22 studies but will follow the Master Plan. Planning Manager Baron said they would
23 probably add a condition saying the City would need to comply with any and all
24 findings of the traffic study. Planning Manager Baron said all comments so far
25 were pretty generic.

26 Alternative Commissioner Greg Royall came forward and asked another question.
27 Commissioner Royall asked where the Circle Drive would be and where it would
28 dump onto the street. Applicant Riddle said there was no intersection on School
29 House Way and the Middle and Elementary School would exit across from their
30 property on the other side of the building. Applicant Riddle said there would be no
31 pick-up or drop-off allowed directly across from their property. Applicant Riddle
32 said phase I would likely be filled with toddlers and infants and stressed there
33 would likely be no after school programs until phase II.

34

35 Commissioner Hewlett asked about limits on operation hours since the property is
36 in a residential zone. Planning Manager Baron said they could negotiate this after
37 consulting the applicants. Planning Manager Baron said the only concern was
38 going late which did not seem to be an issue here. Commissioner Josh Knight said
39 they were thinking the limit would be 6 PM. Applicant Riddle said the earliest hour
40 would be 7 AM. Planning Manager Baron said they could add this as a condition
41 of the recommendation.

Chairman Gunn opened the Public Hearing at 6:25 PM.
With no one coming forward from the public to comment, Chairman Gunn closed the Public Hearing at 6:26 PM.

Commissioner Tori Broughten said this seemed like the right time and right place for such a project and. Commissioner Knight agreed with Commissioner Broughten, and also added that this would make drop off easier for parents. Commissioner Richards said he was ready to make a motion.

Motion: Commissioner Knight moved to approve Public Hearing for the Development Agreement for School House Academy at approximately 700 S School House Way.. Planning Commission Vice-Chair Richards made the second.

Discussion: N/A

Voting Yes: Commissioner Gunn, Planning Commission Vice-Chair Richards, Commissioner Slagowski, Commissioner Knight, Commissioner Broughten, Commissioner Royall, Commissioner Hewlett **Voting No:** None. The Motion Passed 7- 0.

II. A Zoning Amendment for 167 West Center Street to rezone the property from RC (Residential Commercial) to C-3 (Central Commercial)

Planning Consultant Denna Woodbury shared the information for the requested zone change. Planning Consultant Woodbury said the zone change came about to facilitate residential apartments and commercial use on this property. Planning Consultant Woodbury said this would align with the downtown district requirements. Planning Consultant Woodbury said the C3 was established for business reasons and would require a mixed use permit. Planning Consultant Woodbury said they recommended approval and opened up time to the Planning Commission.

Commissioner Richards asked Planning Manager Baron what the applicant intended to do with the property.

Planning Manager Jamie Baron provided additional information regarding the intended use of the property as outlined in the attached Staff Report and meeting materials.

Someone came forward and spoke unintelligibly. [00:26:40]

Commissioner Richards asked about C3 versus C2 and how far West this plan would take them. Planning Manager Baron spoke unintelligibly. [00:27:30]

Commissioner Richards asked at what point they transition from one zone to the other and where the buffer is. Planning Manager Baron spoke unintelligibly [00:28:30].

Commissioner Knight for additional information found in the report. Chairman Gunn asked if this would create a "spot zone." Planning Manager Baron responded unintelligibly [00:30:10]

Chairman Gunn said they have historically not approved Spot Zoning in this area. Planning Manager Baron continued to speak unintelligibly [00:32:00]

1 Commissioner Knight asked what the height maximum was in the C3 Zone. Planning
2 Manager Baron responded unintelligibly [00:32:50].

3 Commissioner Royall asked if the neighborhoods and streets around this area could
4 handle an additional unit. Planning Manager Baron responded unintelligibly [00:33:50].

5 Chairman Knight clarified that they would need to provide two parking spaces per unit
6 and asked if C3 allowed four stories. Commissioner Broughten said she believed it
7 was 3 stories with a residential unit requirement. Commissioner Richards said he had
8 a hard time believing they would get parking to comply with the project. Commissioner
9 Hewlett said they should check in with the Historical Committee to ensure the area
10 stayed "historical" even as they chop away at the area. Chairman Gunn asked if the
11 applicant was there. No one was present. Planning Manager Baron spoke
12 unintelligibly [00:38:20].

13 Chairman Gunn opened the Public Hearing at 6:44 PM.

14 Alicia Power came forward and expressed her concerns. Ms. Power said the
15 community would take the brunt of the traffic and asked they consider the historic
16 elements of their community. Ms. Power said they have plenty of housing and the kids
17 in the community need more to do. Ms. Power said she would like to create
18 community based solutions for the City's Youth and said she was against this change.
19 Ms. Power said this change seems designed for investors and those looking to resell
20 the buildings.

21
22 Cally Leatham came forward and said her backyard bordered the back of the property.
23 Ms. Leatham said she wanted to stop this project and found this all very stressful.
24

25 Laura Martindale came forward next. Ms. Martindale noted she was raised in the
26 neighborhood and her mother still lived in the neighborhood. Ms. Martindale felt the
27 proposed housing structure would negatively change the area. Ms. Martindale said
28 they accepted changes with the school but nothing more. Ms. Martindale's sister
29 Susan came forward next and reiterated all Ms. Martindale's points about change.
30

31
32 Chairman Gunn closed the Public Hearing at 6:51 PM.
33

34 Planning Manager Baron spoke unintelligibly [00:46:50].

35 Commissioner Broughton thanked those who came forward and noted she felt this
36 was the right direction for the City given the strict design plan. Commissioner
37 Broughton said they needed more housing in walkable areas.

38 Commissioner Royall disagreed on the basis of traffic concerns. Commissioner Royall
39 said they needed to consider where to cut off the C3 Zone and accommodate local
40 traffic.

41 Commissioner Richards acknowledged the traffic concerns in the area. Commissioner
42 Richards said the road needed to improve. Commissioner Richards said he was in favor
43 of past changes because of the need to front certain roads. Commissioner Richards

1 said he did not envision a four story building here and questioned how much money
2 someone could spend on an area with so little square footage. Commissioner Richards
3 said something would have to happen. Commissioner Richards said he did not know
4 where to draw the line.

5 Chairman Gunn said he supported adding more housing to the downtown area but was
6 against spot zoning. Chairman Gunn asked to hear from the applicant and know their
7 motivations. Chairman Gunn said he was uninterested if the applicant's motivations
8 were strictly economic.

9 Planning Manager Baron spoke unintelligibly [00:53:50]. Planning Manager Baron
10 reminded the Commission there was a development agreement.

11 Commissioner Richards said they looked at main roads when deciding whether or not to
12 rezone. Commissioner Richards said where these buildings face is a huge factor in
13 deciding what to do. Commissioner Royall said there needed to be a balance between
14 building more and accommodating citizens. Commissioner Knight was in agreement
15 with Chairman Gunn on spot zoning. Commissioner Knight said he was not comfortable
16 approving the change without hearing from the applicant first.

17 Commissioner Richards said this would all be a matter of time given the new high
18 school being built on Center Street. Commissioner Broughton said they could plan
19 ahead and have fewer thoroughfares. Commissioner Richards questioned if they could
20 get everything they needed and reiterated the need to speak with the applicant.

21 Chairman Gunn said they could always come back to this item.

22
23 Commissioner Darek Slagowski said this change may drive people out of the area as
24 well.

25 Planning Manager Baron spoke unintelligibly [01:03:30].

26
27 **Motion:** Planning Commission Vice-Chair Richards moved to continue the Zoning
28 Amendment for 167 West Center Street to rezone the property from RC (Residential
29 Commercial) to C-3 (Central Commercial). Commissioner Slagowski made the second.

30 **Discussion:** N/A

31 **Voting Yes:** Commissioner Gunn, Planning Commission Vice-Chair Richards,
32 Commissioner Slagowski, Commissioner Knight, Commissioner Broughton,
33 Commissioner Royall, and Commissioner Smith. **Voting No:** None. The Motion Passed
34 7-0.

4. Work Meeting: N/A

Commissioner Royall asked if they would discuss how to find more parking for businesses.

Planning Manager Baron spoke largely unintelligibly [01:06 - 01:10]

Planning Manager Baron explained that existing businesses could not be required by the City to provide additional parking. Planning Manager Baron said parking solutions needed to be brought by new development or redevelopment. Planning Manager Baron shared the conversations at City Council level to purchase surrounding downtown parcels for parking solutions.

Commissioner Royall said the primary way to rebuild Main Street is through additional parking.

Planning Manager Baron spoke unintelligibly [01:12:00]

Commissioner Richards said “the lowest hanging fruit” would be restructuring the parking on the side of the road. Commissioner Richards said businesses will move to the outskirts of town to build more businesses with plenty of parking. Commissioner Broughton said no one is interested in selling their businesses on Main Street and said small business fronts on Main Street will make the difference.

Planning Manager Baron spoke unintelligibly [01:15:45]

Commissioner Slagowski said they had been previously trying to build parking onto additional building stories. Commissioner Richards said it all boiled down to economics.

Chairman Gunn asked why a small business is up for sale on Main Street. Planning Manager Baron responded unintelligibly [01:19:30].

5. Administrative Items:

Planning Manager Jamie Baron

I. City Council Communication Item (Jamie Baron)

Planning Manager Jamie Baron reviewed the previous week's City Council Agenda from March 19, 2024, and provided the Council direction and actions taken. This section was largely unintelligible. [01:21:40]

Commissioner Richards asked about how the county plans on creating certain buffers. Planning Manager Baron responded unintelligibly [01:26:00]

6. Adjournment:

Motion: Commissioner Slagowski moved to Adjournment:. Commissioner Knight made the second.

Voting Yes: Commissioner Gunn, Planning Commission Vice-Chair Richards, Commissioner Slagowski, Commissioner Knight, Commissioner Broughton, and Commissioner Royall. **Voting No:** None. The Motion Passed 7-0.7.37 p.m.

Meshelle Kijanen, Administrative Assistant



Planning Commission Staff Report

MEETING DATE: 4/23/2024

SUBJECT: A Public Hearing to consider the approval of a Development Agreement for the construction of a multi-tenant sign at 744 North Main Street. (Kohler)

RESPONSIBLE: Tony Kohler

DEPARTMENT: Planning

STRATEGIC RELEVANCE: Community Development

SUMMARY

Smiths Market Place is requesting approval of a development agreement to permit the construction of a 132.5 square foot, 20 foot tall multi-tenant sign at the new Smiths Market Place at 744 North Main Street. The request would consolidate what could be up to 6 permitted monument signs per the current sign ordinance on the site into 2 free standing signs and requests an additional 82.5 square feet over the maximum 50 square feet permitted by the ordinance for a Rural Iconic Sign.

RECOMMENDATION

Staff recommends approval of the proposed development agreement.

BACKGROUND

Smiths has been finalizing its sign design for the site and is looking to reduce the potential clutter of freestanding signs on the site. Smiths is asking to increase the size of its multi-tenant sign from 50 square feet to 132.5 square feet, and to limit the number of signs to only 2 freestanding signs instead of up to 6 freestanding signs. For monument signs, the ordinance permits up to 1 sign for each 200 feet of frontage. With approximately 1500 linear feet of frontage, the ordinance could permit 6 monument signs at 75 square feet each and a maximum height of 10 feet each, totaling around 450 square feet in signage. The proposed signs include the 132.5 square foot multi-tenant sign plus a 52.5 square foot gas price sign, totaling 185 square feet, which is 265 square feet less signage area than 6 monument signs would contain.

DISCUSSION

The State Code requires that deviations to the City's Zoning Ordinance be processed through a zone change process. April 23 is set as a public hearing to consider the proposal to increase the permitted area from 50 square feet to 132.5 square feet. The Planning Commission's action is a recommendation to the City Council. The City Council makes the final decision.

FISCAL IMPACT

None.

CONCLUSION

The proposed development agreement is in the public interest as follows.

1. It promotes long-term civic beauty, consistent with the purpose of the sign ordinance, by eliminating the clutter of potential excess freestanding signs on the site from six free standing signs to only two freestanding signs.
2. The proposed signs are designed to be consistent with the design of the Smiths Market Place building.
3. The sign identifies the name of the development, London Village, which helps patrons rely less on signage and rely more on the development name/location.
4. The proposed sign area of 185 square feet for the two signs is less sign area than the 450 square feet of signage that would be permitted with 6 monument signs on the site.
5. The proposed sign plan is consistent with all other requirements for a Rural Iconic Sign as per the sign ordinance, including dark sky compliance, location requirements as follows.

Location Requirements

- All signs not attached to a building shall be a minimum horizontal distance of three feet (3') from the public right of way.
- All freestanding signs shall be at least their height in distance from an adjoining side property line.
- Signs which exceed three feet (3') in height from grade may not be placed within the sixty foot (60') "sight-line" triangle of motorists, defined as the intersection of two streets. For the intersection of a commercial driveway with a street, the clear view triangle is reduced to 30'.

Rural Iconic Sign Standards

- Distinctive Design
- Located in landscaped area of 200 square feet
- Complementarity design to building
- Exterior lighting or downward directed only
- Only within a Planned Shopping Center
- In the C-2, C-4 or MURCZ Zone, permitted as conditional use with approval by City Council

Dark Sky Compliance

- External Illumination. The external illumination of signs shall utilize lighting fixtures that comply with the following: Backlit Illumination: The lighting element shall not be visible. Fixtures shall be full cutoff and fully shielded. Fixtures shall not permit light above a 90 degree angle perpendicular to the ground. Fixtures shall be counted toward the allowed lumens outlined in Section 18.78.040.2.
- Internal Illumination. The internal illumination of signs shall meet the following standards: Internal illumination is only permitted for the following signs: Channel letter and logo signs and Cutout signs. The lighting element shall not be visible. Damaged signs exposing the lighting element shall be promptly repaired. The sign lighting shall be turned off until the sign can be repaired.

ALTERNATIVES

Staff Recommended Option - Approval

I move to **approve** the item as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Continuance

I move to **continue** the item to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 3 - DENIAL

I move to **deny** the item with the following findings.

POTENTIAL MOTIONS

ACCOUNTABILITY

Department: Planning
Staff member: Tony Kohler, Community Development Director

EXHIBITS

1. Permitted Sign Placement Per Current Code
2. Pylon Sign Program 04022024
3. 041124-3Smiths214DevelopmentAgreement(JKGclean)
4. Sign Ordinance

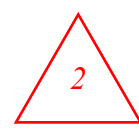
Acceptance

City Engineer, Russell Funk, P.E. Approval Date

Land Use Authority Approval Date

Heber City Water Department Approval Date

Heber City Public Works Department Approval Date



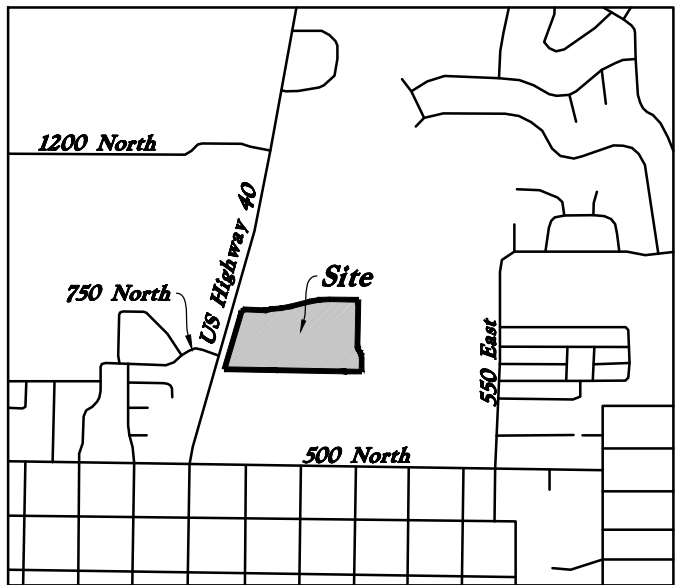
Site Data:

	Lot Area	Bldg. Area	Required	Provided	Impervious Area Provided	Landscape Required	Landscape to be Provided	% of Landscape
Smith's	493,588 S.F.	123,722 S.F.	309 Stalls (1 Stalls/400 S.F.)	511 Stalls	298,977 S.F.	50,318 S.F.	63,066 S.F.	13%
Pad A	71,130 S.F.	9,009 S.F.	16 Stalls (1 Stalls/400 S.F.)	38 Stalls	24,587 S.F.	4,866 S.F.	8,168 S.F.	11%
Fuel Center	71,414 S.F.	178 S.F.			63,827 S.F.	5,840 S.F.	8,057 S.F.	11%
Total	636,132 S.F.		325 Stalls (1 Stalls/400 S.F.)	549 Stalls	387,391 S.F.	61,024 S.F.	144,967 S.F.	13%

Accessible Parking per IBC Table 1106.1 & IBC 1106.5:

Total Parking	2% Required Accessible Parking	Accessible Parking Provided	Van Stalls Required	Van Stalls Provided
549 Stalls	11 Stalls	12 Stalls	2 Stalls	4 Stalls

Scale: 1" = 50'

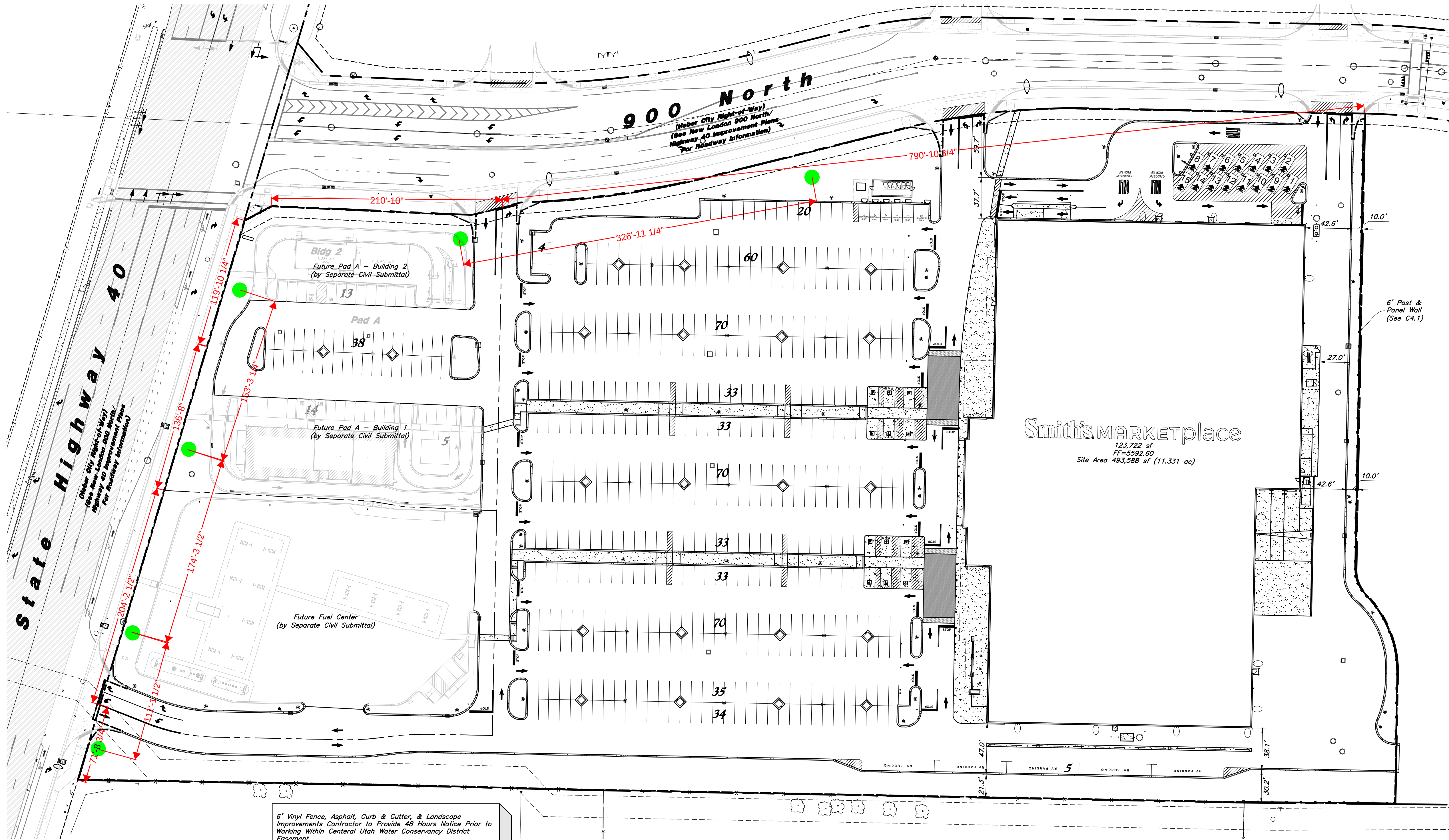


Vicinity Map

Not to Scale

GENERAL SITE PLAN NOTES:

- All Systems, Products, and Installations Shall be Guaranteed Against Any Defects for a Period of One Year from the Date of Store Opening. Correction or Replacement of Defective Materials and Workmanship Shall be the Responsibility of the Contractor.



6" Vinyl Fence, Asphalt, Curb & Gutter, & Landscape Improvements Contractor to Provide 48 Hours Notice Prior to Working Within Central Utah Water Conservancy District Easement. Contact Heber Valley Office (435-654-4369)

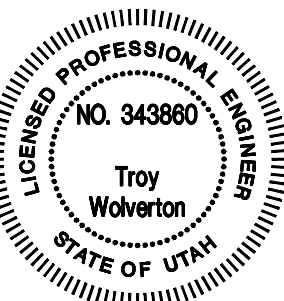
Smith's
FOOD & DRUG STORES

1550 South Redwood Road
Salt Lake City, Utah 84104
Telephone (801) 974-1400

#214
Heber City, Utah

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 321-8529 - awahengineering.net

Overall Site Plan
Smith's Heber #214 Marketplace
900 North Highway 40
Heber City, Utah



2 May, 2022

SHEET NO.

C1.0

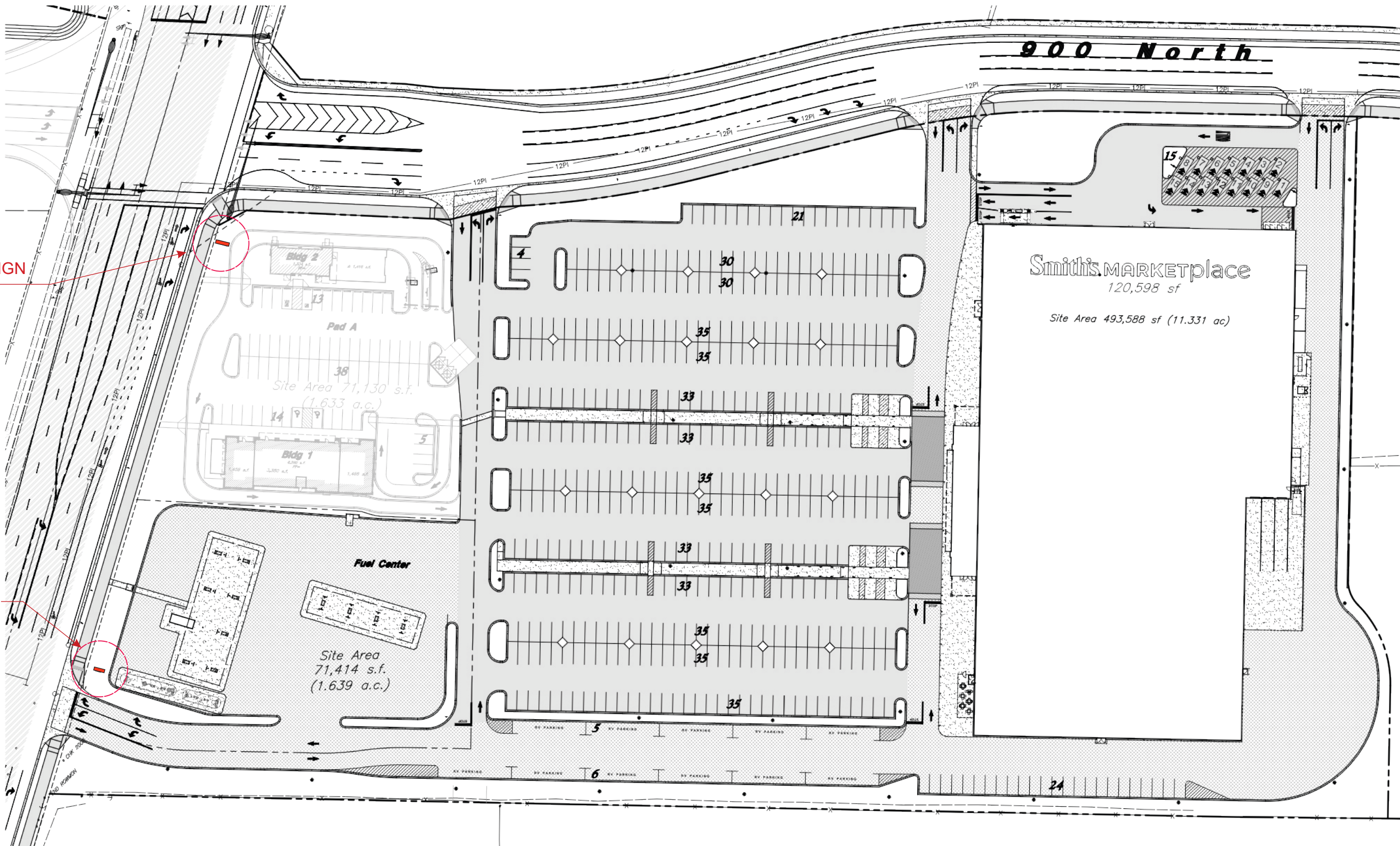


A

CENTER PYLON SIGN
20'-0" HEIGHT

B

FUEL MONUMENT
SIGN 8'-0" HEIGHT





golden west

ELECTRICAL SIGN COMPANY

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project name & location	SMITH'S MARKET PLACE 834 NORTH MAIN ST. HEBER CITY, UTAH
file name	j:\design 2022\Smith's\214 Heber City\Pylon Sign Program Rev1.cdr
manuf. file name	

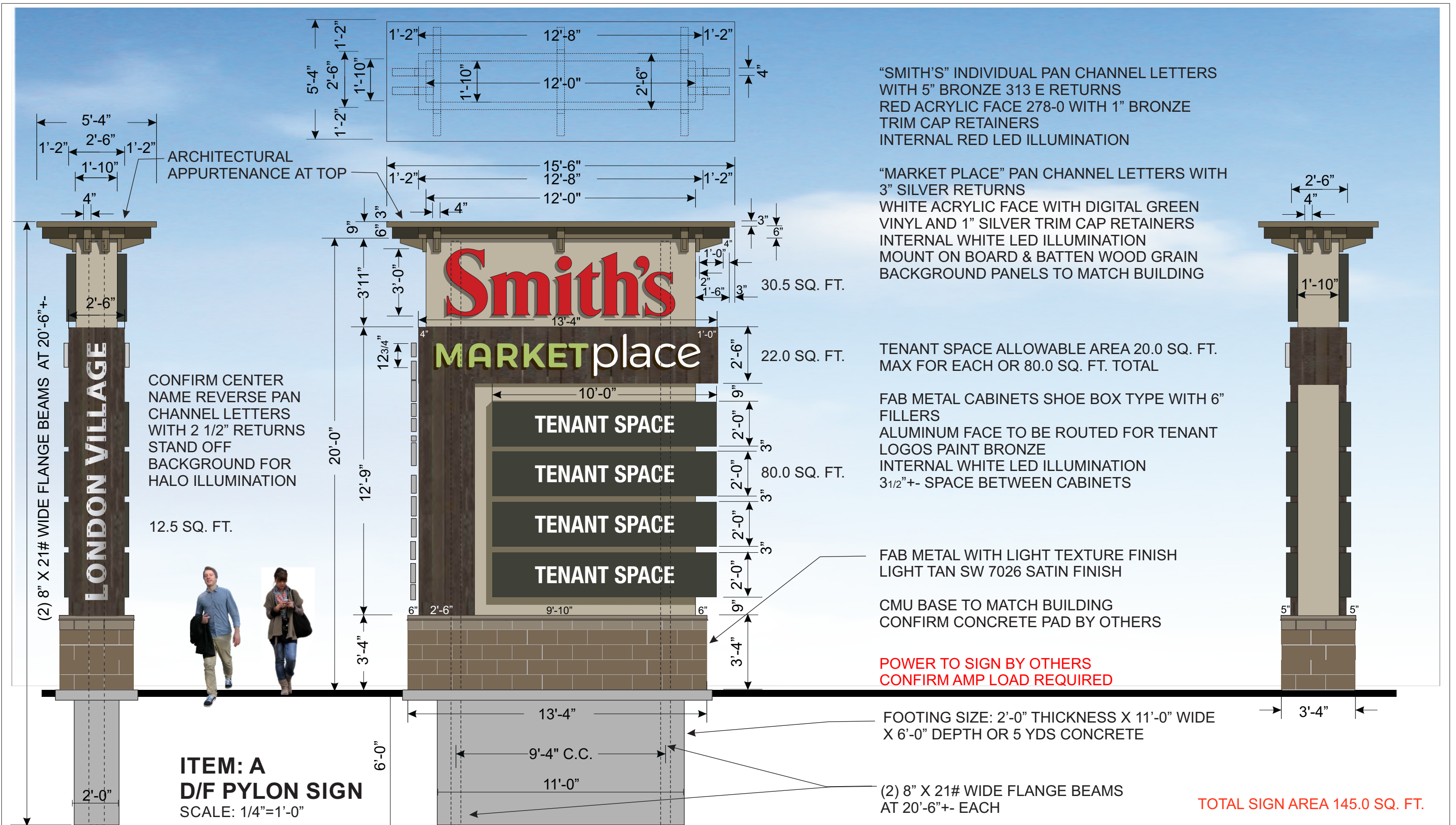
this artwork is produced under federal copyright laws & cannot be reproduced in whole or in part without permission of golden west advertising inc. all photos are to approximate scale.	
authorized signature	date approved

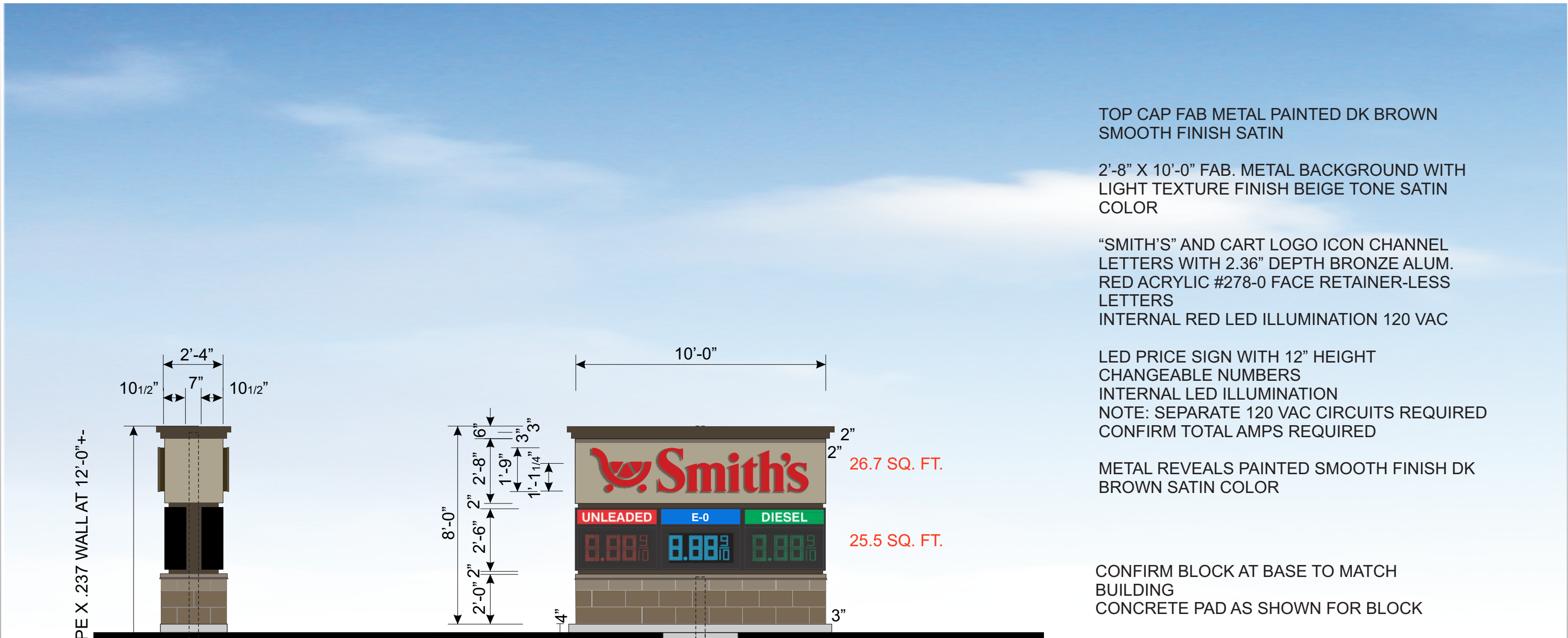
sales rep	bob moore
designer	bachman
complete date:	03/01/21
revision date	04/01/2024



design number

#214





TOP CAP FAB METAL PAINTED DK BROWN
SMOOTH FINISH SATIN

2'-8" X 10'-0" FAB. METAL BACKGROUND WITH
LIGHT TEXTURE FINISH BEIGE TONE SATIN
COLOR

"SMITH'S" AND CART LOGO ICON CHANNEL
LETTERS WITH 2.36" DEPTH BRONZE ALUM.
RED ACRYLIC #278-0 FACE RETAINER-LESS
LETTERS
INTERNAL RED LED ILLUMINATION 120 VAC

LED PRICE SIGN WITH 12" HEIGHT
CHANGEABLE NUMBERS
INTERNAL LED ILLUMINATION
NOTE: SEPARATE 120 VAC CIRCUITS REQUIRED
CONFIRM TOTAL AMPS REQUIRED

METAL REVEALS PAINTED SMOOTH FINISH DK
BROWN SATIN COLOR

CONFIRM BLOCK AT BASE TO MATCH
BUILDING
CONCRETE PAD AS SHOWN FOR BLOCK

FOOTING SIZE: (1 REQUIRED)
2'-0" X 3'-4" X 4'-0" DEPTH
1 YD CONCRETE

(1) 4" DIAM. PIPE X .237 W. SUPPORT COLUMN

ITEM: B
D/F FUEL MONUMENT SIGN
SCALE: 1/4"=1'-0"

POWER TO SIGN BY OTHERS
CONFIRM AMP LOAD REQUIRED
(2) SEPARATE CIRCUITS AT 120
VAC REQUIRED

NOTE: 6" HIGH CURB REQUIRED IN
SIGN AREA



golden west

ELECTRICAL SIGN COMPANY

"Industry leader in manufacturing and sign service since 1946"

www.goldenwestsigns.com

project name & location	SMITH'S MARKET PLACE 834 NORTH MAIN ST. HEBER CITY, UTAH	this artwork is produced under federal copyright laws & cannot be reproduced in whole or in part without permission of golden west advertising inc. all photos are to approximate scale.		sales rep bob moore				design number #214
				designer bachman				
file name	j:\design 2022\Smith's\214 Heber City\Pylon Sign Program Rev1.cdr	authorized signature _____	date approved _____	complete date: 03/01/21				
manuf. file name				revision date 04/01/2024				

PARCEL NOs.: 00-0021-1533; 00-0020-8452; and 00-0021-1532

RECORDING REQUESTED BY:
SMITH'S FOOD & DRUG CENTERS, INC.

WHEN RECORDED, MAIL TO:
SMITH'S FOOD & DRUG CENTERS, INC.
Attention: Nicholas Tompkins, Senior Asset Manager
c/o The Kroger Co.
1014 Vine Street
Cincinnati, Ohio 45202-1100 (Smith's 214)

SPACE ABOVE FOR RECORDER'S USE

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made to be effective as of the _____ day of _____, 2024 (the "Effective Date"), between **FRED MEYER STORES, INC.**, an Ohio corporation, herein called "Smith's", having an address of c/o The Kroger Co., 1014 Vine Street, Cincinnati, Ohio 45202-1100, Attention: Real Estate (Smith's 214), and **HEBER CITY**, a political subdivision of the State of Utah, herein called "City," having an address of 75 North Main Street, Heber City, Utah 84032. Smith's and the City are referred to in this agreement collectively as "Parties", and individually as a "Party".

RECITALS

- A. A Declaration of Easements, Covenants and Restrictions (the "**Declaration**") was recorded in the Office of the Wasatch County Recorder as Entry No. 509602, Book 1382, Pages 42 to 58 on October 26, 2021. The Declaration establishes and declares easements, signage, shared access, maintenance of property, obligations for improvement maintenance, use restrictions and related property management covenants between Smith's and Valley Hills, LLC relative to certain property (the "**Smith's Shopping Center**"), as more particularly described in Exhibit A as depicted on the Smith's Site Plan (the "**Site Plan**"), as more particularly shown in Exhibit B attached for ease of reference.
- B. The Declaration establishes criteria for the placement and construction of shopping center signage, and outlines provisions for a perpetual, non-exclusive sign easement for the construction, installation, use, maintenance, repair, and replacement of a shared shopping center sign ("**Declaration Sign**") as shown on Exhibit C attached for reference. The Declaration Sign was designed to comply and be in accordance with the, then current, provisions of Chapter 18.103 of the City Municipal Code.
- C. City regulates signage to reinforce the character of Heber City, which is defined as a rural community in a setting where views are highly valued, expansive open space is

preserved, the historical heritage is a theme, and high-tech lighted signs and extra tall pole signs are contrary to that character.

- D. City amended Heber City Municipal Code Chapter 18.104 North Village Overlay and Mountain Community Signs by Ordinance 2022-04 and 2022-05 on March 09, 2022 and April 5, 2022, respectively to create the current City Sign Code (*the “Sign Code”*).
- E. City repealed Chapter 18.103 Signs within Ordinance No 2022-04 resulting in the Smith’s Shopping Center Declaration Sign being nonconforming to the Sign Code. As a result, City staff is no longer authorized to issue a building permit to construct the Declaration Sign.
- F. Smith’s desires to obtain a building permit to construct a shorter, modified version of the Declaration Sign (the “*Master Sign Plan*”), as shown on Exhibit D attached for reference. The Master Sign Plan also includes the Smith’s fuel center monument sign, which complies with the Sign Code. The Smith’s fuel center monument sign is included to represent the monument signs permitted by this Agreement to be constructed within the Smith’s Shopping Center.
- G. The Smith’s Shopping Center is of such acreage and size, contains a number of tenants, and maintains sufficient street frontage that the Sign Code permits the potential for multiple signs to be permitted and constructed on site.
- H. The Parties desire to reduce sign clutter along Smith’s Shopping Center frontages, establish a Heber City north commercial shopping center destination, establish a sense of arrival into the north downtown commercial shopping district, maintain open views from the fronting public rights-of-way, reduce signage lighting, and preserve the City dark sky goals by reducing the size of Smith’s Shopping Center as set forth in the Master Sign Plan.

A G R E E M E N T

NOW THEREFORE, in consideration of the application fees, covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Capitalized Terms; Recitals. For purposes of this Agreement, capitalized terms not otherwise defined herein shall have the meaning ascribed to them under the Declaration. The Recitals set forth above are hereby incorporated into this Agreement as if fully remade herein.
2. Permitted Sign Code Deviations. City desires to amend Section 18.104.050 Monument/Landscape Signs to permit the deviations in height to 21 feet and allowable sign area to 75 square feet per side of sign, the Shopping Center name to be denoted on the end frame of the sign and the maximum overall sign area to be not greater than 330 feet. No deviations in Section 18.104.020(I) shall be permitted to maintain the City dark sky goals.

3. Master Sign Plan Approval. Smith's will design and construct a Shopping Center and Fuel Center Monument Signs as more particularly shown in Exhibit D, fronting Main Street (Highway 40) as permitted by City. The location and design of the Master Sign Plan to be constructed by Smith's is shown on the Site Plan and is hereby approved.
4. Recordation; Binding Effect. The parties agree that Smith's, at its cost and expense, shall record this Agreement to evidence the addition of the Master Sign Plan to the Smith's Shopping Center being subject to this Agreement. The covenants and obligations herein shall run with the land and be binding on the parties, their executors, administrators, successors and assigns.
5. Counterparts. This Agreement may be executed in counterparts, and when assembled, each counterpart shall constitute a full and complete Agreement. As the document is to be recorded, City agrees to provide Smith's at least one original inked and notarized signature page.
6. Notices. Any notice which is required, or which may be given pursuant to this Agreement is sufficient if in writing and given by hand-delivery or sent to a party by (i) certified or registered mail, postage prepaid, or (ii) nationally recognized overnight carrier (*e.g.*, FEDEX), addressed as first set forth above. A party may change the address for notice to it by giving a notice pursuant to this Section 6.
7. Indemnity. Smith's agrees to indemnify, release and defend with counsel of City's choice, and hold City, and its employees, officers, and agents harmless from and against any and all claims, demands, actions, or liability whatsoever, including, but not limited to, any bodily injury, property damage, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, to the extent resulting from (i) any intentional or negligent act or omission of Smith's or Smith's agents, (ii) any intentional or negligent or defective construction of any part of the Master Sign Plan during construction thereof, and (iii) liens or claims on the Declaration Sign by any persons providing materials and/or services related to such Improvements. Notwithstanding anything contained in this Section 7, Smith's shall not be responsible for any claims, damages, expenses or injuries arising from or relating to the negligent or willful acts or omissions of City, its employees, representatives, contractors or agents.
8. Authority and Authorization. City and Smith's each hereby represent and warrant that the execution and delivery of this Agreement by Smith's and City, respectively, and the performance of the terms hereof by Smith's, have been duly authorized through proper entity action, and upon full execution hereof, this Agreement will be binding on and enforceable against City and Smith's. City hereby represents and warrants to Smith's that the execution and delivery of this Agreement on the part of City by its Mayor and the performance of the terms hereof by City, have been duly authorized by the governing body of City and, upon full execution hereof, this Agreement will be binding on and enforceable against City.

9. Future Action. Nothing in the Agreement shall limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement; provided, however, that subject to Smith's performance of its obligations hereunder, Smith's shall have the vested right to develop the Smith's property and no such future exercise of the police power will disparately impact Smith's in relation to the general public and/or other developers of commercial property in City or materially alter the terms of this Agreement to the detriment of Smith's.

10. No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the Parties and their assigns. No other Party shall have any right of action based upon any provision of this Agreement whether as third-party beneficiary or otherwise.

11. Miscellaneous. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of City, which shall not be unreasonably withheld. This Agreement (including the Exhibits) contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto. In the event either party hereto commences legal action against the other to enforce its rights hereunder, the prevailing party in such legal action shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such legal action. Should any part of this Agreement be declared invalid or unenforceable, the remaining part of the Agreement shall remain valid and enforceable. This Agreement may be executed in any number of counterparts, which may be transmitted originally or electronically, each of which shall be deemed an original and constitute one and the same instrument.

(signature pages to follow)

IN WITNESS WHEREOF, the Parties hereto have executed this Development Agreement as of the Effective Date.

FRED MEYER STORES, INC.,
an Ohio corporation

By: _____
Name: _____
Its: _____

STATE OF OHIO.....)

COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____, _____, of Fred Meyer Stores, Inc., an Ohio corporation, on behalf of the corporation.

Notary Public

My commission expires:

HEBER CITY,
a political subdivision of the State of Utah

By: _____

Name: _____

Its: _____

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

Before me, the undersigned authority, on this day personally appeared _____, as _____, of Heber City, a political subdivision of the State of Utah, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as authorized to act on behalf of Heber City.

Given under my hand and seal of office on this ____ day of _____, 2024.

Notary Public
Notary's name printed:

My Commission Expires:

EXHIBIT A

Smith's 214 Heber City Smith's Shopping Center

10 April, 2024

A part of the Northwest Quarter of Section 32, Township 3 South, Range 5 East, Salt Lake Base and Meridian in Wasatch County, Utah:

All of Parcel 1, assigned Parcel Id: 00-0021-1533, Serial: OHE-2086-0-032-035; and Parcel 3, assigned Parcel Id: 00-0020-8452, Serial: OHE-2039-0-032-035 of the SMC 214 Heber Parcel Line Adjustment, Filing Number 0003722 on October 19, 2021 in the Office of the Wasatch County Surveyors Office;

and

All of Lots 1 and 2 of the New London South Subdivision as recorded in the Office of the Wasatch County Recorder.

**Parcel 1 Contains
493,588 sq. ft.
or 11.331 acres**

**Parcel 3 Contains
71,414 sq. ft.
or 1.639 acres**

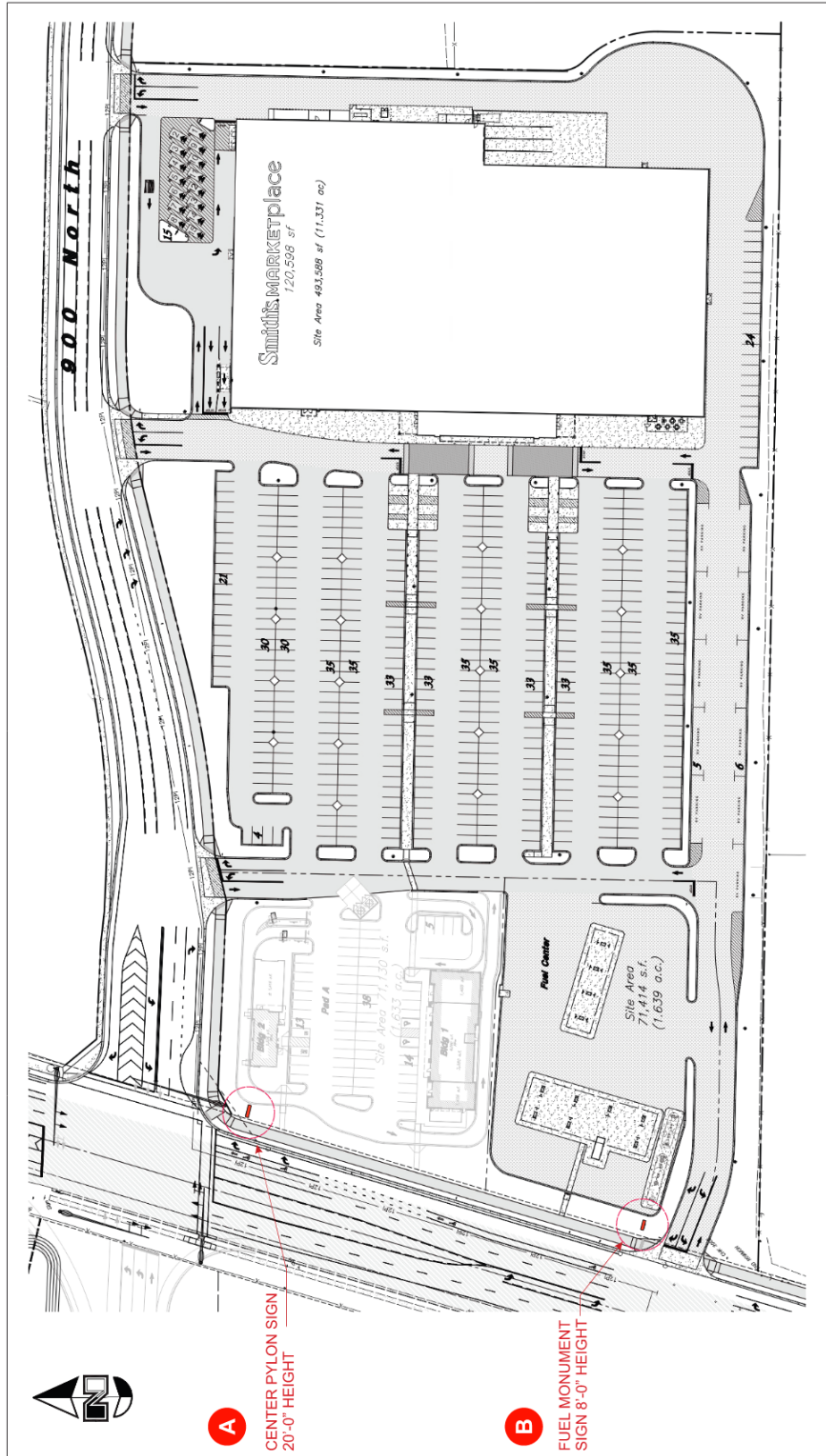
**New London South
Subdivision Contains
71,130 sq. ft.
or 1.633 acres**

**Total Combined
Contains
636,132 sq. ft.
or 14.603 acres**

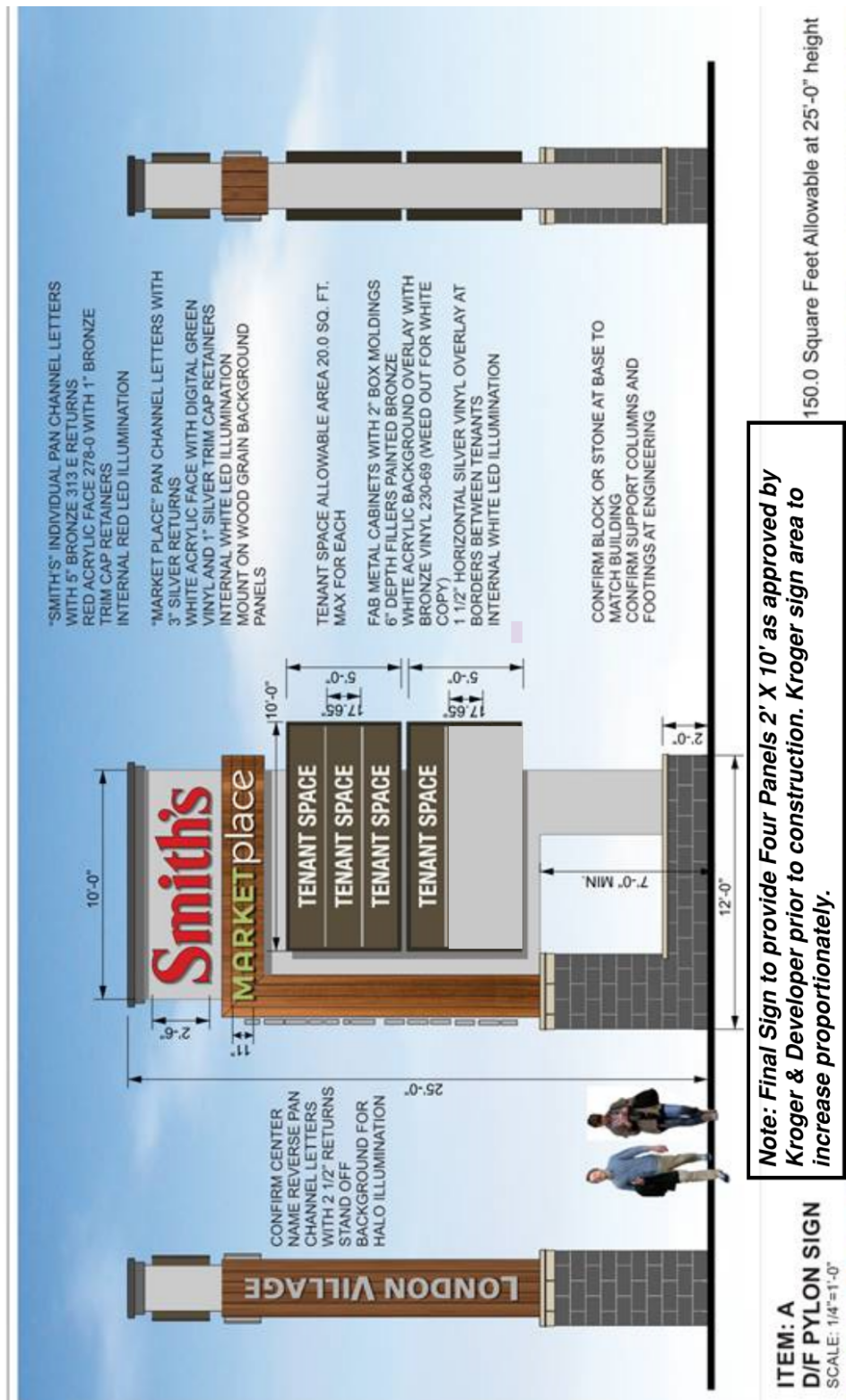
EXHIBIT B

Site

Plan



Declaration Sign



Master Sign Plan



Master Sign Plan



ORDINANCE NO. 2022-05

AN ORDINANCE AMENDING THE SIGN REGULATIONS OF HEBER CITY MUNICIPAL CODE.

BE IT ORDAINED by the City Council of Heber City, Utah, Heber City Municipal Code, Chapter 18.104 Signs, of Heber City Municipal Code, is hereby amended to read as follows:

Chapter 18.104 Signs

Sections

Section 18.104.010	Purpose, Scope and Applicability
Section 18.104.020	General Conditions for all Signs
Section 18.104.030	General Conditions
Section 18.104.040	Building Signs
Section 18.104.050	Landscape Signs
Section 18.104.060	Streetscape Signs
Section 18.104.070	Temporary Signs
Section 18.104.080	Non-conforming signs
Section 18.104.090	Sign Definitions

Section 18.104.010 Purpose, Scope and Applicability

- A. This Chapter, Chapter 18.104, shall regulate all signs located in Heber City
- B. This chapter provides standards for signage in terms of compatibility with surroundings and promotion of functional and attractive streetscapes.
- C. These regulations are composed to reinforce the character of Heber City, which is defined as a rural community in a setting where views are highly valued, expansive open space is preserved, the historical heritage is a theme, and high-tech lighted signs and extra tall pole signs are contrary to that character.
- D. The regulations contained herein are declared to be the maximum allowable for the purposes set forth. If the Planning Director determines that an application needs further interpretation, he/she may request planning commission review of a proposal. Any sign type not listed is not allowed.
- E. All permanent signs shall be processed as permitted uses. All temporary signs do not require any permits. Building permits are required for all permanent signs except painted wall signs. Face changes on permanent signs for maintenance or updating purposes do not require permits.

Section 18.104.020 General Conditions for all Signs

- A. **Materials:** All signs must be constructed out of high quality, durable, weather resistant, permanent materials. Exceptions: temporary signs (see temporary signs described in this section).
- B. **Sign Types:** Wall signs shall be the primary form of identification for a building or business.
- C. **Overall Composition:** Signs within a small development grouping (a courtyard or short promenade) and a large building group (such as student residences) shall be constructed with complementary styles and methods of construction (i.e., single pan channel letters, awnings, blade signs, etc.) along a combined building frontage.
- D. **General Location:**
 - 1. **Low profile/monument:** All signs not attached to a building shall be a minimum horizontal distance of three feet (3') from the public right of way. All freestanding signs shall be at least their height in distance from an adjoining side property line.
 - 2. **Vertical Separation and Sight Lines:** All exterior building attached signs shall be a minimum vertical distance of eight feet (8') from grade to their lowest point. Signs which exceed three feet (3') in height from grade may not be placed within the sixty foot (60') "sight-line" triangle of motorists, defined as the intersection of two streets. For the intersection of a commercial driveway with a street, the clear view triangle is reduced to 30'. (Sight line: Measured by intersecting lines parallel to the front of curb; finding the intersecting point; measuring back 60 feet in each direction and completing the triangle from those measurements).
- E. **Interpretation:** If there is a question of interpretation within the sign portion of this code, the Planning Director may interpret. If the applicant believes the Director's interpretation is in error, the applicant may request an appeal to the Appeal Authority.
- F. **Supports/Poles:** All supporting objects, poles, and any other means of attaching a sign anywhere (wall, earth, facade, etc.) shall be minimized or concealed so it is not visible, and shall incorporate colors, materials, and/or architectural features of its related building.
- G. **Maintenance:** Every sign shall be kept attractive and in complete operating condition. The required landscape area for freestanding signs shall be kept free from weeds, garbage and debris, and shall be maintained with a mix of evergreen and deciduous shrubs, as well as flowers. Maintenance includes the repair of facades, poles, and sign faces where signs have been removed or damage has occurred; and the painting, rust removal, cleaning and repairing of a sign. Maintenance does not include structural alterations, cosmetic or style changes, enlargements or face changes. Unsafe signs shall be repaired or removed.
- H. **Traffic Safety:** No sign or other advertising structure shall be erected which in any manner may be confused with an official traffic sign or signal, or which bears words normally used in such signs, i.e., stop, go, slow down, caution, danger, warning, etc. A sign or advertising structure shall not be erected which by reason of size, location, shape, content, coloring or manner of illumination might be confused as a traffic control device. No sign shall have lighting which impairs the vision of anyone traveling upon a public street, or distracts a driver so as to create a public nuisance or endangerment.
- I. **Lighting:** All sign lighting shall be downward directed and shielded to support the City's dark sky goals.

1. External Illumination. The external illumination of signs shall utilize lighting fixtures that comply with the following:
 - a. Fixtures shall be full cutoff and fully shielded.
 - b. Fixtures shall not permit light above a 90 degree angle perpendicular to the ground.
 - c. Fixtures shall be counted toward the allowed lumens outlined in Section 18.78.040.
2. Internal Illumination. The internal illumination of signs shall meet the following standards:
 - a. Internal illumination is only permitted for the following signs:
 - i. Channel letter and logo signs
 - ii. Cutout signs
 - b. The lighting element shall not be visible. Damaged signs exposing the lighting element shall be promptly repaired. The sign lighting shall be turned off until the sign can be repaired.
3. Backlit Illumination.
 - a. The lighting element shall not be visible.
- J. Properties with insufficient widths to meet the sign frontage standards identified in the following sections, shall be entitled to one shopfront/wall sign (15% of the front façade).
- K. **Prohibited Signs and Conditions.** The following signs are prohibited unless expressly permitted elsewhere in this code:
 1. Wind, hot or cold air balloons, inflatables, flashing or blinking signs, chaser lights, laser beams, animated signs, and any signs that move or include moving parts.
 2. Statuary/Sculpture used for signage (not including artistic statuary). Statuary/Sculpture of extremely high quality and material may be approved by the Planning Director if it reflects the rural, historical, or mountain themes of the community.
 3. Billboard/off premise signs are prohibited.
 4. Signs within the public right of way, except, public necessity signs, community banners located on approved streetlights, and one A frame sign per business located directly in front of the business in commercial districts on Main Street between 600 N and 600 S, or 600 West between 100 North and 300 South and NVOZ Village Centers.
 5. Signs projecting above the roof eave or cornice, roof signs and temporary signs (that are not listed in this code).
 6. No sign, except awning signs, shall extend over to interface with a pedestrian or vehicular access area; interfere with a fire escape, exit, stairway, door ventilator or window; be located within a power line easement without the power company's approval.
 7. Neon lighting or neon signage shall not be employed so as to accentuate the outline of a building.
 8. Digital signs, Electronic message centers, animated signs, flashing signs, except signs displaying gas prices (number messages only)
 9. Banners, A-frame signs, except as may be expressly permitted elsewhere in this code and movable or portable signs, snipe signs.

10. Signs shall be located to not obscure key architectural details of the building or its' setting.
11. Murals that contain advertising messages.
12. Pole signs are prohibited

Section 18.104.030 General Standards

Sign Type Number	Height and Width	Amount and/or Location	Where allowed
Directional or instructional. One per driveway	4'0" maximum height and 4 sq. ft. maximum size	3 per (final) ownership parcel	All zones
No trespassing or no dumping. One per frontage	4'0" maximum height and 4 sq. ft. maximum size	4 signs per ownership parcel	All zones
Plaques, nameplate signs, identification or commemorative plaques. One per door.	Maximum size of 2 sq. ft.	4 signs per ownership parcel	All zones
Flags: Flags, emblems, or insignia.	No limit. Size may not create a noise nuisance. 25 foot pole height limit max.	No limit	All zones
Memorial signs: Memorial signs with names of buildings and date of ground breaking cut into masonry or inlaid as part of the building.	No limit	No limit	All zones
Notice bulletin boards/kiosks. One per frontage.	Maximum size of 24 sq. ft.	1	All zones
Holiday decorations: Noncommercial signs of a decorative nature, clearly incidental and commonly associated with the appropriate national, local, or religious holiday.	No limit. Must be completely on site with the building or ownership sponsoring or constructing the sign.	No limit.	All zones
Home Occupation Unlit Wall signs. One per home occupation business.	Maximum size of 4 sq. ft.	1 located on the front facade	All zones

Section 18.104.040 Building Sign Standards

Sign Type	Configuration	Components	Where allowed
Shopfront and wall: 2 signs on the primary facade; 1 parallel and 1 perpendicular/blade/projecting	Height and width, wall sign: 15% of facade (primary wall), 5% of any other facade	Composition: Wall signs may not project above, or be mounted above the eave or roof	C-2, C-3, C-4, I-1, I-2, BMP, CMP, PF, MURCZ,

Sign Type	Configuration	Components	Where allowed
sign (see below standard for parallel and perpendicular signs). Plus 1 additional suspended (if arcade building type) per business.	Height and width, perpendicular sign: One-dimension (depending on vertical or horizontal orientation) shall not exceed 2'6". Any projecting sign must have a minimum clearance of 8'0" above the public right of way. All object, bands, background of any kind used for the benefit of the sign (unless a distinct architectural feature) will be used to calculate the dimension. There must be a minimum of 15'0" between suspended signs and perpendicular/blade signs.	line, whichever is lower. False facades to accommodate larger signs are not permitted. Shall be complementary to the building material and color, with differences in material or finish to be minor, i.e., not jarring or competitive.	MCZ, RC, PC, NVOZ
Window signs: Window paint, plastic, films, or a high quality paper (inside only). The material should not deteriorate for a minimum of 30 days.	Height and width: The area of any window sign, except window films on non-primary streets/alleys, shall not exceed 20% of the window (a single window unit or panel; not the entire glass area of a building or facade) on which it resides.	Composition: Lettering shall be displayed on the glass with no background (clear glass) or with translucent background if very small (less than 4 sq. ft. in area). Window films on non-primary streets and alleys may cover 100% of the windows Limited to non-residential uses.	C-2, C-3, C-4, I-1, I-2, BMP, CMP, PF, MURCZ, MCZ, RC, PC, NVOZ
Marquee	1 per business, minimum 8 foot clearance above sidewalk, and maximum 15% of facade (primary wall). May include physically changeable copy	Limited to theater and performing arts uses	C-3, Village Centers in NVOZ
Neon signs (inside window, in storefronts) One per business.	Maximum area: 6 sq. ft.	Limited to non-residential uses	C-2, C-3, C-4, I-1, I-2, BMP, CMP, PF, MURCZ,

Sign Type	Configuration	Components	Where allowed
			MCZ, RC, PC, NVOZ
Awning signs: Shall be complementary to the building material and color, with differences in material or finish to be minor.	Height and width: The sign shall have a minimum clearance of 8'0" above the public right of way. Such signs shall not project more than 5' nor be less than 2'.	Composition: Lettering shall not exceed 5" on awnings. Awning signs shall not project above any part of the roof line. Text/lettering may cover up to 40% of the awning's surface. Limited to non-residential uses	C-2, C-3, C-4, I-1, I-2, BMP, CMP, PF, MURCZ, MCZ, RC, PC, NVOZ
Canopy/gas island: Shall be complementary to the building material and color.	Height and width: Height shall not exceed 20'0" from grade and no canopy fascia may exceed 4'0" in height. Individual letters, logos, or symbols may not exceed 3' in height or project out from the canopy more than 18". Shall not exceed 15% of the area of the side of the canopy in which it is located. May include physically changeable copy. Gas price signs may include electronic changeable copy for the prices only.	Composition: The canopy shall not extend more than 10'0" from the pump and street side edges shall not encroach on the ROW closer than 10' Lighting: The island shall have sufficient lighting for safety, with light levels between 0.1 to 1.0 foot-candle (depending on the circumstance). The light may be downward directed outside of the canopy area. Limited to non-residential uses	C-2, C-4, I-1, I-2, MURCZ, MCZ, NVOZ
Roof Signs.	Area shall not exceed 15% of the front flat wall area of the first floor or story of the building, or 300 square feet, whichever is less.	Shall not extend above the top of any roof line. Limited to non-residential uses	C-2, C-3, C-4, PF, MURCZ, PC
Painted Wall Sign	15% of facade (primary wall), 5% of facade any other wall.	Fluorescent paint prohibited. Shall not obscure key architectural	C-2, C-3, C-4, I-1, I-2, BMP, CMP, PF,

Sign Type	Configuration	Components	Where allowed
		features of the building.	MURCZ, MCZ, RC, PC, NVOZ
Menu Board	2 per business, not located in front yard. May include physically changeable copy. Limited to rear building locations only in the C-3 zone.	Maximum size of 30 sf and maximum height of 6'	C-2, C-3, C-4, I-1, I-2, BMP, CMP, PF, MURCZ, MCZ, RC, PC, NVOZ
Blade/Projecting sign	One per business, limited to 12 sf, with 8' minimum clearance above any sidewalks	No lighting allowed	C-3 and Village Centers in NVOZ
Rural Iconic signs	One per frontage Unique distinctive designs that reinforce the rural character of Heber. Up to 50 square feet of sign area.	Shall be located in a landscaped area at least 200 square. Shall be complementary to the building materials and color, with differences in material or finish to be minor, i.e., not jarring or competitive. External lighting, downward directed only. For use only by Planned Shopping Center/Commercial Complex.	C-2, C-4, MURCZ, as a conditional use with final approval by the City Council

Section 18.104.050 Monument/Landscape Signs

Sign Type	Configuration	Components	Where allowed
Low Profile/Monument types: Shall be complementary to the adjacent building(s) in material and color. All	Height and width: The sign must not exceed 10' in height from its site grade or from the nearest public right of way. Location: The sign shall be placed in a	Context and setting: Monument signs shall have a minimum of 3'0" of landscaping (a minimum of 6'0" if along a major thoroughfare) around the base of the sign, including shrubs, flowers, and ground cover. Structural support poles shall be	C-2, C-4, I-1, I-2, BMP, CMP, PF, MURCZ, MCZ, RC, PC, NVOZ Permitted in all residential zones as part of the subdivision

Sign Type	Configuration	Components	Where allowed
monument signs must include a masonry (or stone) base (between 1'0" and 2'0" in height). One for every 200' of frontage	minimum of 3'0" from the public right of way, with a minimum of 100' between monument signs. Signs shall be set back at least their height or width (whichever is greater) from any adjoining side property line. May include physically changeable copy and such signs are subject to clear view provisions (see D (2))	concealed. The maximum square footage of the sign (not including the masonry base) shall not exceed 30% of the street frontage length (example: 100 linear feet x 30% = 30 sq. ft.), with a maximum of 100 sq. ft. Lighting: Monument signs shall be externally illuminated, without glare to passersby and downward directed and shielded to prevent light spillage onto the roadway or use individually constructed letters with internal lighting (all wiring, mounting brackets, bolts, tracks, etc., shall not be visible).	approval process when utilized for a neighborhood identification sign and for existing neighborhoods with a known identity, except height shall be limited to 6'.

Section 18.104.060 Streetscape Signs

Sign Type	Where allowed
Public necessity signs: Permanent materials shall be used; good quality and attractive. Height and width: Shall meet the minimum and maximum standards of the regulating entity. Installed as required by the City Engineer, Public Works Director or other applicable regulating entity. Community signs – maximum size of 32 sf, maximum height of 12' for up to 30 days. Community signs, streetlight banners, as approved by the Public Works Director and the Planning Director. See banner policy	All zones

Section 18.104.070 Temporary Signs*

Sign Type	Configuration	Number/Components	Where allowed
Going out of business: Signs announcing the closing of a business or ownership.	A maximum height of sign face of 8' and a maximum size of 64 sq. ft. A maximum overall height of 10' of combined sign and base/support.	3 per business. Must be located entirely on private property, but may be located within 1 block off site. Requires written permission of the private property owner(s) where the signs are to be located. 90 day (maximum) period. Limited to non-residential zones	C-2, C-3, C-4, I-1, I-2, BMP, CMP, PF, MURCZ, MCZ, RC, PC, NVOZ
Directional development signs: Temporary directional signs for new subdivisions and planned unit developments being marketed or constructed. One on-site construction/development sign.	Height and width: A maximum height of sign face of 8' and a maximum size of 64 sq. ft. A maximum overall height of 10' of combined sign and base/support.	3 per development. Must be located entirely on private property, but may be located within 1 block off site. Requires written permission of the private property owner(s) where the signs are to be located. 90 day (maximum) period.	All zones
Gas pump signs: Shall be complementary to the building material and color. To prevent advertising above gas pumps, a high quality	Height and width may not exceed the base of the standard gas pump. The height and width of the temporary sign must fill the base area completely, replacing	The sign(s) shall be placed within a permanent sign enclosure only (on the base of each side of the pump). 1 double faced permanent sign	C-2, C-3, C-4, I-1, I-2, MURCZ, MCZ, NVOZ

Sign Type	Configuration	Number/Components	Where allowed
changeable copy sign (bottom portion of the gas pump itself only) may be used to advertise.	the typical plastic panel in some manner.	(changeable) for each type of fuel sold is allowed per gas island. Limited to non-residential uses	
Fabric Banners: Special promotion, seasonal, grand opening	A maximum height of sign face of 3' and a maximum width of the tenant space is permitted.	One banner shall be placed on 1 wall. The sign shall not interfere with a window, ingress/egress, lighting, or mechanical equipment. Limited to non-residential uses	C-2, C-3, C-4, I-1, I-2, MURCZ, MCZ, NVOZ
A-frame: Special promotion, grand opening, going out of business.	A maximum height of sign face of 3' and a maximum width of 3' is permitted. Bottom edge shall be weighted.	Only allowed in ROW in commercial districts on Main Street and 600 West (see J (4) and Villages Centers in NVOZ. Plastic materials only but may include a chalk board. One per business Limited to non-residential uses	C-3, MCZ, NVOZ
Window signs: Signs placed inside a window for temporary advertisement.	A maximum of 20% of a window panel area may be used for a permanent (changeable) sign or temporary advertisement.	1 per building side, mounted from the inside of the building. Limited to non-residential uses	C-2, C-3, C-4, I-1, I-2, BMP, CMP, PF, MURCZ, MCZ, RC, PC, NVOZ
Post and stake signs: Signs mounted to posts, poles, or stakes, and in any way attached to the ground.	A maximum height of 4' and a maximum size of 20 sq. ft. is permitted. A maximum overall height of 10' for combined sign and base/support. Such signs may be used for home occupations in any residential zone, but are limited to 4'square foot and shall be setback at least 5' from the ROW.	1 per street front. Limited to non-residential uses	C-2, C-4, I-1, I-2, BMP, CMP, PF, MURCZ, MCZ, RC, PC, NVOZ R zones for home occupations.
Political Signs:	Shall not be placed	No limit. Political and	All zones

Sign Type	Configuration	Number/Components	Where allowed
political or campaign signs on behalf of candidates for public office or measures on ballots.	within the 60 foot sight triangle, nor in any other location that creates a vehicular or pedestrian traffic visibility hazard.	campaign signs may be placed only with the approval of the property owner and must be placed on private property and not on public property or in a public right-of-way.	
Real estate and Development signs: any sign used to advertise the sale, development, or lease of an individual property.	8 foot max height. The sign shall not be located in the public right of way.	1 sign permitted per-street frontage.	All zones
* No temporary sign may be displayed for longer than 3 months. No temporary sign shall be considered a permanent sign. All temporary signs shall be maintained in a new appearance with no torn fabrics, faded lettering or designs, etc.			

Section 18.104.080 Non-Conforming Signs

- A. Moving, Extensions Or Alterations: A nonconforming sign shall not be reconstructed, raised, moved, replaced, extended, altered, or enlarged unless the sign is changed so as to conform to all provisions of this chapter. A nonconforming sign may be temporarily removed for routine maintenance and reinstalled in the same location and manner. When a change of use occurs, the new use shall extinguish the non-conforming nature of the existing sign and construct a conforming sign. Alterations shall also include the changing of the text or message of the sign as a result of a change in use of the property. Alterations shall not be interpreted to include changing the text or copy on multi-tenant, theater signs, or other similar signs which are designed to accommodate changeable copy. Specific modifications may be permitted to nonconforming signs designated as historic signs (50 years or older and having cultural and architectural design significance) as per review and approval by the City Council.
- B. Unsafe Signs: If an unsafe or dangerous sign is not repaired or made safe within five (5) working days after the building official or code enforcement officer gives notice pursuant to section C, the building inspector may abate and remove the sign, and the person having charge, control or benefit of any such sign shall pay to the city the costs incurred in such removal within thirty (30) calendar days after written notice is mailed to such person.
- C. Non-maintained, Unsafe, Or Abandoned Signs: The building official or code enforcement officer may require each non-maintained, unsafe, or abandoned sign to be removed from the building or premises when such sign has not been repaired or put into use by the owner, person having control or person receiving benefit of such structure within thirty (30) calendar days after notice of non-maintenance or abandonment is given to the owner, person having control or person receiving the benefit of such structure.
- D. Illegal Signs: If an illegal sign is not brought into compliance with the provisions of these sign regulations within thirty (30) working days after the building official or code enforcement officer gives notice pursuant to subsection C of this section, the building

inspector and/or code enforcement officer may abate and remove the sign, and the owner, person having charge, control or benefit of any such sign shall pay to the city the costs incurred in such removal within thirty (30) calendar days after written notice is mailed to such person.

- E. Restoration Conditions: Nonconforming signs which have been allowed to deteriorate or which have been damaged by fire, explosion, act of God or damaged by any other cause, to the extent of more than sixty percent (60%) of their replacement value shall, if repaired or rebuilt, be repaired or rebuilt in conformity with the regulations of this chapter, or shall be removed.

Section 18.104.090 Sign Definitions

- A. Sign. Every advertising message, announcement, declaration, demonstration, display, illustration, insignia, surface, or space erected or maintained in view of the observer thereof for identification, advertisement, or promotion of the interests of any person, entity, product, or service. The definition of sign shall also include the sign structure, supports, lighting system, and any attachments, ornaments or other features used to draw the attention of observers. This definition does not include any flag, badge, or insignia of any government or governmental agency erected for and used to identify said government or governmental agency.
- B. Sign, A-Frame. Any portable sign, structure, or configuration composed of 1 or 2 sign faces mounted or attached back-to-back in such a manner as to form a basically triangular vertical cross-section.
- C. Sign, Abandoned. A sign which no longer correctly directs or influences any person, advertises a bona fide business, lessor, owner, product or activity conducted or available on the premises where such sign is displayed.
- D. Sign, Animated. A sign which involves motion or rotation of any part by mechanical or artificial means or displays flashing or intermittent lights.
- E. Sign Area. The area of a sign that is used for display purposes, excluding the minimum frame and supports. In computing sign area, only one side of a back-to-back or double face sign covering the same object shall be computed when the signs are parallel or diverge from a common edge by an angle of not more than forty-five degrees. In relation to signs that do not have a frame or a separate background, sign area shall be computed on the basis of the least rectangle, triangle or circle large enough to frame the display, with posted copy.
- F. Sign, Awning. An awning having copy or logo, or which is back-lit or externally illuminated or a non-illuminated which does not have an architecturally compatible color and design with the structure.
- G. Sign, Off Premise/Billboard. An advertising sign which directs attention to a business, product, commodity, or services not related to the premises on which it is erected, and which is designed and constructed for the display of a temporary and changeable face advertising such business, product, commodity, or service, for which a sign permit is not required for the face change of the sign.
- H. Sign, Changeable Copy. A sign on which the copy is changed manually such as a reader board with changeable letters, and electrically controlled time and temperature signs. It does not include poster panels or painted signs.

- I. Sign, Cutout. A sign with an opaque cabinet face and semi-opaque lettering, permitting only the lettering to be illuminated.
- J. Sign, Digital. A sign where the content of the sign is projected through the use of electronic devices or technology. Such signs include, but are not limited to, electronic message centers, LED, LCD, or Plasma screens, and projectors.
- K. Sign, Festive Flag Banner. A flag or banner constructed of cloth, canvas or light fabric that is hung from a light pole. The flag/banner shall contain no advertising except for cultural events; i.e., Wasatch County Fair Days, special holidays/seasons, etc.
- L. Sign, Flashing. A sign or parts thereof which is intermittently on and off or which revolves in such a manner to create the illusion of being on and off, with the exclusion of time and temperature signs.
- M. Sign, Flat. A sign erected parallel to and attached to the outside wall of a building and extending out not more than eighteen inches from such wall with messages or copy on the face side only.
- N. Sign, Floodlighted. A sign made legible in the absence of daylight by devices which reflect or project light upon it from a downward angle.
- O. Sign, Free-Standing (or Pole Sign). A sign supported by a fixed permanent form(s) or support(s) in the ground.
- P. Sign, Monument Sign/Low Profile. A low sign where the extent of the sign surface is attached to the ground or a foundation in the ground, and where there are no poles, braces, or other visible means of support other than attachment to the ground. Includes neighborhood identification signs provided for new subdivisions and for existing areas with known neighborhood identity.
- Q. Sign, Guide and Directional. Signs containing directional information about public places owned or operated by Federal, State, or local governments or their agencies; public or privately owned natural phenomena, historic, cultural, scientific, educational, and religious sites; and areas of natural beauty or naturally suited to outdoor recreation. Directional signs may also be erected for the purpose of facilitating or controlling the efficient or safe movement of pedestrians or vehicles on or into private property, and shall be located on the properties on which they pertain. No such sign is to be used for advertising purposes and shall not exceed 6 square feet in area.
- R. Sign, Home Occupation. An unlit sign identifying a home occupation legally existing on the premises.
- S. Sign, Illuminated. A sign which has characters, letters, figures, designs, or outlines illuminated by electric lights or luminous tubes as part of the sign proper.
- T. Sign, Interior. A sign located within a building so as to be visible only from within the building in which the sign is located.
- U. Sign, Marquee or Canopy. A sign attached to or constructed in or on a canopy or marquee and as defined separately in this chapter.
- V. Sign, Menu Board. A sign that is used to advertise the product available at a fast food restaurant.
- W. Sign, Movable (or Portable). A sign excluding real estate signs constructed so as to allow the sign to be moved on vehicles or transported by hand.
- X. Sign, Name Plate. A sign indicating the name and/or occupation of a person or persons residing on the premises or legally occupying the premises, or indicating a home occupation legally existing on the premises.

- Y. Sign, Nonconforming. A sign or sign structure of portion thereof lawfully existing at the time this Code became effective, which does not conform to all regulations prescribed in the district in which it is located.
- Z. Post and stake signs: Signs mounted to posts, poles, or stakes, and in any way attached to the ground.
- AA. Sign, On-Premise. A sign which directs attention to a business, commodity, product, use, service or other activity which is sold, offered or conducted on the premises upon which the sign is located.
- BB. Sign, Projecting. A sign attached to a building and extending in whole or in part more than eighteen inches beyond any wall of the building.
- CC. Sign, Property. A temporary sign related to the property on which is located advertising contemplated improvements or announcing the name of the builder, owner, designer, or developer of the project, or warning against trespassing.
- DD. Sign, Public Necessity or Hazard. A sign informing the public of any danger or hazard existing on or adjacent to the premises.
- EE. Sign, Real Estate. A temporary sign related to the property on which it is located and offering such property for sale or lease.
- FF. Sign, Roof. A sign erected partly or wholly free-standing on or over the roof of a building.
- GG. Sign, Service. A sign which is incidental to a use lawfully occupying the property upon which the sign is located and which sign is necessary to provide information to the public, such as direction to parking lots or location of restrooms.
- HH. Sign, Snipe. A sign for which a permit is required and has not been obtained and which is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, stakes, or fences, or other objects with the message appearing thereon.
- II. Sign, Structure. The supports, uprights, bracing, cables and framework of a sign or outdoor display.
- JJ. Sign, Temporary. A banner, pennant, valance or advertising display constructed of paper, cloth, canvas, fabric, cardboard, wall board or other materials, with or without frames, intended to be displayed in or out of doors for a short period of time; shall include political signs, special events signs, special business promotions or movable signs.
- KK. Sign, Wall. A sign that is either painted on a building wall or it's facing, or is painted in such a way that it gives the visual appearance of being painted on a wall or facing by not having a frame or separation from the wall or facing.
- LL. Sign, Wind. Any propeller or similar commercial device which is designed to flutter, rotate, or display other movement under the influence of the wind, not including pennants, flags or banners.
- MM. Sign, Window. A sign either attached to a window or door or located within a building so as to be visible through a window or door from outside of the building.
- NN. Marquee. A permanent roofed structure over the entrance to a building often bearing an advertising sign. This structure is designed to meet all provisions of the current Building Code and other specifications as outlined in this Code. Where specifications in this Code and the Building Code as adopted by Heber City differ, the more restrictive shall apply.
- OO. Community Signs. Temporary, on or off-premise signs, generally made of a woven material or durable synthetic materials primarily attached to or hung in a vertical fashion from light poles or on buildings, of solely a decorative, festive, and/or informative nature announcing activities, promotions, events, seasonal or traditional themes having broad

community interest, and which are sponsored or supported by Heber City, or a local community based non-profit organization.

PP. Planned Shopping Center/Commercial complex. A group of three (3) or more architecturally unified commercial establishments built on a site that is planned, developed, owned and managed as an operating unit related in its location, size and type of shops to the trade area that it serves. The unit provides on-site parking in definite relationship to the types and total size of the stores. Thus any number of small single ownership commercial developments would not qualify as a shopping center.

QQ. Sign, Rural Iconic. A uniquely designed sign that reinforces the rural theme of Heber and does not conform to conventional sign designs.

This Ordinance shall take effect immediately upon approval.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this 5th day of April 2022.

	AYE	NAY	ABSENT	ABSTAIN
Michael Johnston	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Rachel Kahler	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Ryan Stack	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
D. Scott Phillips	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Yvonne Barney	<u>X</u>	<u> </u>	<u> </u>	<u> </u>

APPROVED:

Heidi Franco
Mayor Heidi Franco



ATTEST:

Trina N. Lott Date: 4/5/2022
RECORDER



Planning Commission Staff Report

MEETING DATE: 4/23/2024

SUBJECT: A Zoning Amendment for 167 West Center Street to rezone the property from RC (Residential Commercial) to C-3 (Central Commercial) (Planner Denna Woodbury)

RESPONSIBLE: Denna Woodbury

DEPARTMENT: Planning

STRATEGIC RELEVANCE: Zone Change following the guidelines of the General Plan

SUMMARY

This item is a zoning amendment to change the zoning on the property located at 167 West Center Street from RC (Residential Commercial) to C-3 (Central Commercial) zones.

RECOMMENDATION

Recommend Approval

BACKGROUND

The applicant would like to change the zoning of this property from the current RC (Residential Commercial) to the C-3 zone (Central Commercial). This request is to facilitate potential residential/apartments and commercial uses to be built on the property. The proposed zoning amendment is for .49 of an acre and includes two lots. A Public Hearing was held on March 26, 2024, for this item. The item was continued to allow for the applicant to speak on behalf of the project.

DISCUSSION

A Public Hearing was held on March 26, 2024. The public provided comments regarding the location and the historical district. Concerns were expressed about potential height and traffic. There were comments relating to using this parcel for community use or a place for young people to hang out, given the central location.

The Planning Commission discussed where the commercial use boundary should be and discussed which roads were identified to have more intense uses. There was also a discussion relating to spot zoning. There was some concern expressed regarding changing the zoning without a specific project

to review and the possible intensity and density of a project.

The zoning amendment changing the zoning from RC to C-3 conforms with the Downtown District of the General Plan. The General Plan Downtown District's key characteristics are small business storefronts with historic architectural elements on the first floors along Main Street. Interior block commercial/office uses blending with higher density residential. East/west streets to include diagonal parking and bike accommodations. The density ranges from 14 to 30 units per acre and up to 4 story heights (interior block locations encouraged).

The purpose of the C-3 district found in 18.28.010 of the Municipal Code states, "The C-3 central commercial zone has been established as a district in which the primary use of the land is for business purposes. The area covered by this zone is the historical core area encompassing Main Street and adjacent blocks, which acts as the dominant shopping and financial center for the city and surrounding territory. For this reason, the zone has been located in the central part of the city where the street pattern makes the business buildings readily accessible to all parts of the city and surrounding region and where business and shopping activities can be carried on with maximum convenience. The C-3 zone is characterized by wide, clean, well-lighted streets, and ample pedestrian ways for the convenience and safety of the public." Mixed uses are allowed within this zoning district with a Conditional Use Permit.

The C-3 zoning district allows for a three-story building without a stepback, and not to exceed 46 feet. The height can be increased to 4-stories not to exceed 55 feet, if it includes 10% of affordable housing, it is a mixed-use building, and if it includes a stepback. There is also a gross floor area of buildings limitation for retail business of 60,000 square feet.

FISCAL IMPACT

N/A

CONCLUSION

Staff recommends forwarding a positive recommendation to the City Council for the zoning amendment to re-zone the property located at 167 West Center Street subject to Findings and Conditions. This request conforms to the General Plan recommendations for this parcel.

Findings

1. The Planning Commission held a public hearing on March 26, 2024.
2. The zoning amendment is consistent with the General Plan.

Conditions

1. All Code requirements will be met.
2. Any additional conditions as outlined by the Planning Commission.

ALTERNATIVES

Staff Recommended Option - Approval

I move to **forward a positive recommendation for a zoning amendment for 167 West Center Street to rezone the property from RC to C-3** as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Continuance

I move to **continue a zoning amendment for 167 West Center Street to rezone the property from RC to C-3** to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 3 - DENIAL

I move to **forward a denial recommendation for a zoning amendment for 167 West Center Street to rezone the property from RC to C-3** with the following findings.

POTENTIAL MOTIONS

ACCOUNTABILITY

Department: Planning
Staff member: Denna Woodbury, Planning Consultant

EXHIBITS

1. Propose Zone Change Plats
2. Zoning Map
3. General-Plan-Map-102022-PDF
4. Future Land Use Downtown District from General Plan



Zoning Map as of
3/20/24

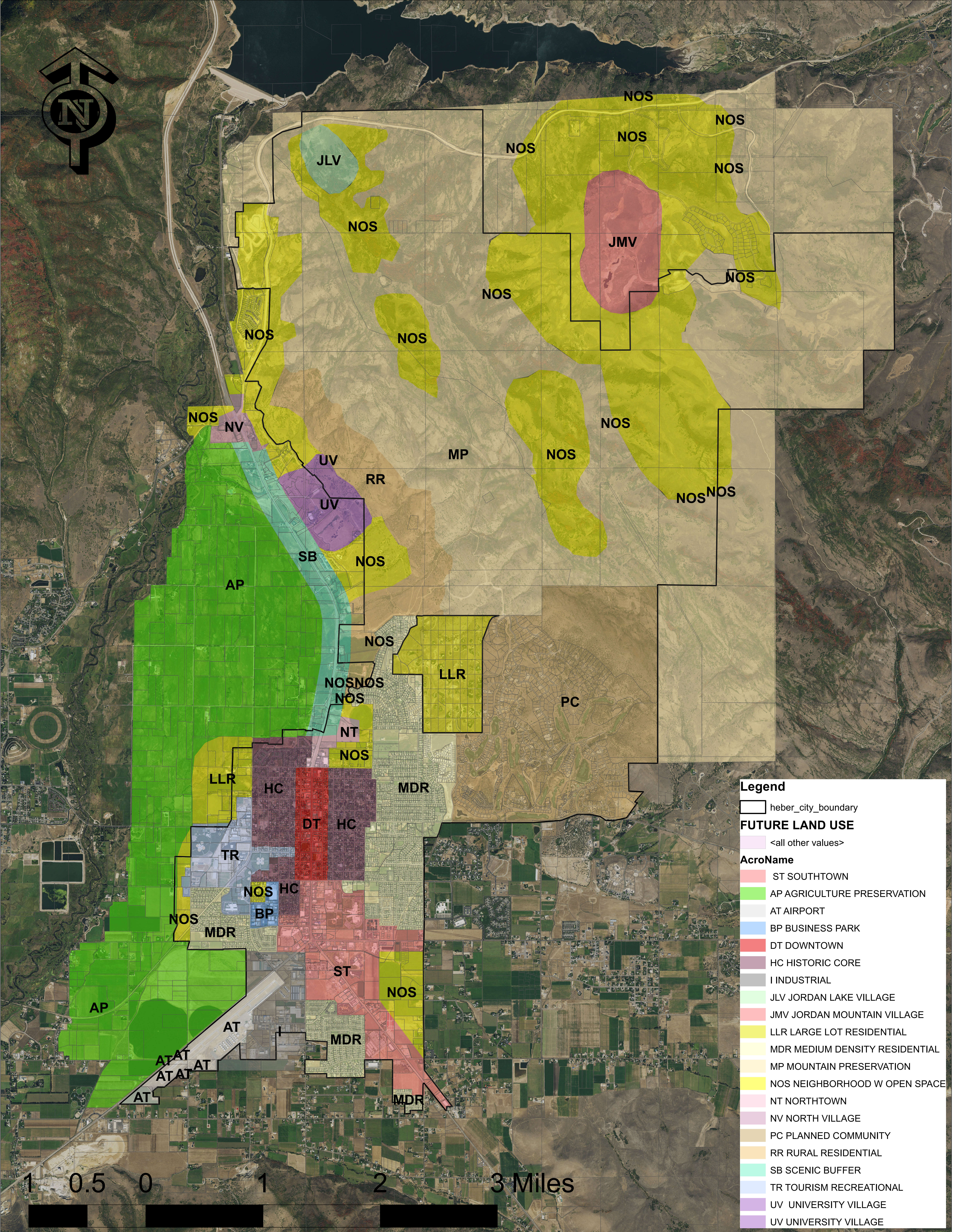
Subject
Property

R-3

Residential Commercial

Neighborhood Infill Overlay
Zone

Heber City General Plan Map



Future Land Use Map Categories	District Type	Uses	Density Range / Scale (gross acreage)	Key Characteristics
	Historic Core Neighborhood (HC)	Primary: SFDs on smaller lots, town homes, duplexes, triplexes, flexible infill, small multifamily buildings; consider bonus densities for higher quality architecture Secondary: connective and corner small scale retail/ restaurants, bed and breakfasts, community gardens, public facilities, churches	3-15 units per acre 1-3 story height	A mixed neighborhood emphasizing a variety of housing types. Strong street connections to the downtown and the tourist center; bicycle and pedestrian friendly.
	Downtown (600 South to 500 North, 200 East to 200 West) (DT)	A mixed use town center with historical architecture and active open spaces	14 to 30 units per acre Up to 4 story heights (interior block locations encouraged) Consider 2 story minimum height	Small business storefronts with historic architectural elements on first floors along Main Street. Interior block commercial/office uses blending with higher density residential. East/west streets to include diagonal parking and bike accommodations.
	Tourism/Recreation Center (TR)	A hospitality/commercial mixed use center	4 to 20 units max per acre 2-3 story height, except hospitality, which may reach 4 stories	Recreation and tourism-oriented uses with an old west flavor. Includes the 100 South corridor. Transitional corridor uses including expanded home occupations, small scale retail, bed and breakfast, small cafes.
	Jordanelle Mountain Village (JMV)	Primary: commercial and service uses intended to reduce trip generation to other town centers Neighborhoods: low, medium and higher density residential areas on slopes less than 30%, clustering options, schools	Base density established by a master development agreement. Overall property base densities may be transferred to the center and adjacent NOS by concentrating and clustering land uses. Up to 3-4 story heights in mixed use village 1 to 14 units per acre in residential areas adjacent to centers	A mixed use town center intended to serve the significant population on the upper mountain area, characterized by Mountain Modern architecture and mixed uses that include gathering spaces. Natural lands are preserved. Roads with swales and trails, clustering options, small lot and townhome options, significant open space, natural areas, schools.



Planning Commission Staff Report

MEETING DATE: 4/23/2024
SUBJECT: Discuss process for Central Heber Overlay Zone
RESPONSIBLE: Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

RECOMMENDATION

BACKGROUND

DISCUSSION

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

1. Approve as proposed
 2. Approve as amended
-

- 3. Continue
 - 4. Deny
-

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** the **item** as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** the **item** as amended, as follows.

Alternative 3 - Continue

I move to **continue** the **item** to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **deny** the **item** with the following findings.

ACCOUNTABILITY

Department: Planning
Staff member: Tony Kohler, Community Development Director

EXHIBITS

None