

RESOLUTION 21-23
A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL AMENDING
THE RIVERSIDE RV PARK DEVELOPMENT AGREEMENT

WHEREAS, a development agreement for Riverside RV Park was approved and subsequently recorded on November 5, 2020; and

WHEREAS, the developer requested two changes on March 9, 2021 to the original agreement namely, 1) a change in landscaping plans and 2) a change in fencing; and

WHEREAS, Council approved the change to a sound wall but charged the landscaper to make additional changes to the plan; and

WHEREAS, the developer presented another proposal at the April 13th meeting but was directed to summarize the requested changes; and

WHEREAS, developer McKay Winkel presented a detailed comparison between the original plan and the updated plan; and

WHEREAS, Mr. Winkel additionally asked for some changes along I-84 and a reduction in shrubs by a percentage of 15, 25, or 35%; and

WHEREAS, Council reviewed the requests and approved the updated landscape plans as submitted including changes to the dog park location, grass type, additional drive-through stalls, wood chips as indicated in tent area, gravel color change, replace grass with gravel around tall shrubs on I-84, and a 15% reduction in plants sitewide;

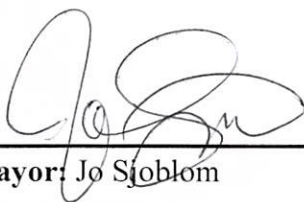
NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:

Section 1. Approval: The First Amendment to the Development Agreement for Riverside RV Park in South Weber City presented in Exhibit 1 is hereby approved.

Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

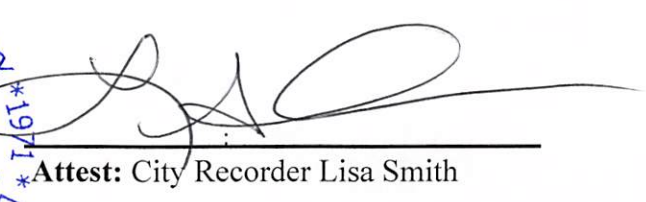
PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 11th day of May 2021.

Roll call vote is as follows:		
Council Member Winsor	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST



Mayor: Jo Sjoblom





***Attest: City Recorder Lisa Smith**

EXHIBIT 1

FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR RIVERSIDE RV PARK IN SOUTH WEBER CITY

**When recorded return to:
South Weber City
1600 East South Weber Drive
South Weber, Utah 84405**

**FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT
FOR RIVERSIDE RV PARK IN SOUTH WEBER CITY**

This FIRST AMENDMENT to the Development Agreement for the Riverside RV Park in South Weber, Utah, is made an entered into as of this 11th day of May, 2021, by and between F.M. WINKEL FAMILY L.L.C., a Utah limited liability company, having its principal business address as 3651 North 100 East #125, Provo, Utah (hereinafter referred to as “Owner”), and SOUTH WEBER CITY, a municipal corporation of the State of Utah (hereinafter referred to as “City”), of 1600 East South Weber Drive, South Weber, UT 84405. Owner and City are heretofore individually referred to as “Party” or collectively referred to as “Parties”.

RECITALS

WHEREAS, the Parties previously entered into that certain Development Agreement for Riverside RV Park in South Weber City dated June 9, 2020 (“Development Agreement”), providing for the development of a Recreational Vehicle Park within South Weber City; and

WHEREAS, the Owner has proposed certain changes to the landscaping and fencing requirements of the Development Agreement; and

WHEREAS, the Parties have determined that it is in the best interest of the City and its residents and will promote the public welfare to amend certain provisions of the Development Agreement as it relates to landscaping and fencing;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Amendment. Section 17 of the Development Agreement is hereby amended to read in its entirety as follows:

17. **Landscaping**. All proposed landscaping shall be substantially installed prior to the granting of Occupancy and shall be in accordance with the approved Landscape Plans, dated May 19, 2021, by Berg Landscape Architects with a fifteen percent (15%) reduction in plants overall. The removal of existing trees and shrubs shall be directed by a licensed or certified arborist.

Section 2. Amendment. Section 19 of the Development Agreement is hereby amended to read in its entirety as follows:

19. **Approval of Setbacks**. City hereby grants Owner and the Property the exception provided in Section 10-7F-2(B)(2) of the City Code to allow trailers, service buildings, or structures to be placed within seventy-five feet (75') but not closer than three feet (3') to the boundary line nearest to or adjoining Interstate 84. In exchange, Developer agrees to construct a barrier along the property line that borders the Interstate 84 right-of-way line. It is agreed that the fencing along the I-84 Right-of-Way line shall not be vinyl nor chain link fencing. The barrier shall consist of an 8' tall solid precast concrete sound wall substantially similar to the wall shown in Exhibit D.

Section 3. Amendment. The Development Agreement is hereby amended to add an Exhibit D, Sound Wall Drawing, attached hereto and incorporated herein by reference.

Section 4. Other Terms and Provisions Not Affected. The other terms and provisions of the Development Agreement shall remain in full force and effect without amendment.

IN WITNESS WHEREOF, the City and Owner have caused this Agreement to be duly executed on or as of the day and year first above written.

[Signature Pages Follow]

“City”

SOUTH WEBER CITY

By: [Signature]
David Larson, City Manager

[Signature]
Attest: Lisa Smith, City Recorder

STATE OF Utah)

COUNTY OF Davis) :SS

Subscribed and sworn to before me on the 27th day of May 2021, by David Larson.

WITNESS my hand and official seal the day and year in this certificate first above written.

[Signature]
Notary Public

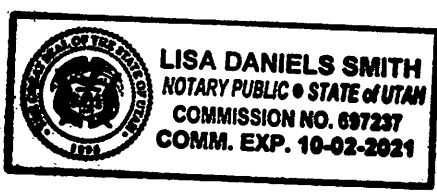
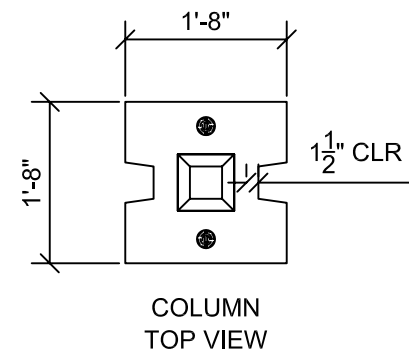
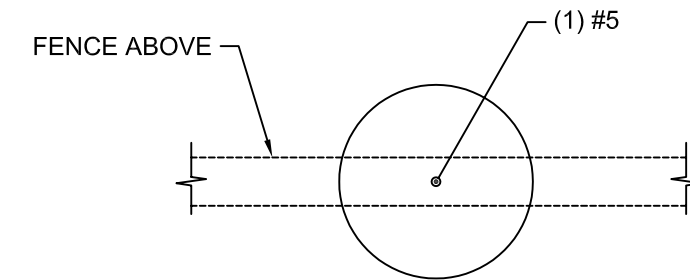
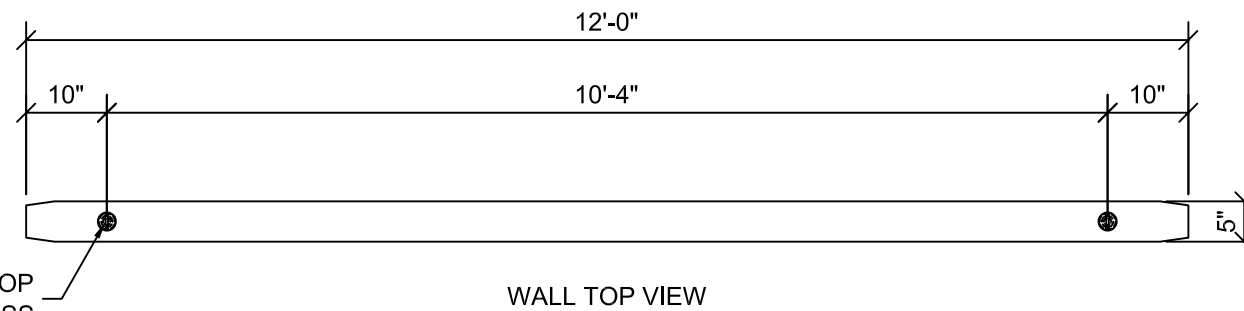


EXHIBIT D
SOUND WALL DRAWING

EXHIBIT D

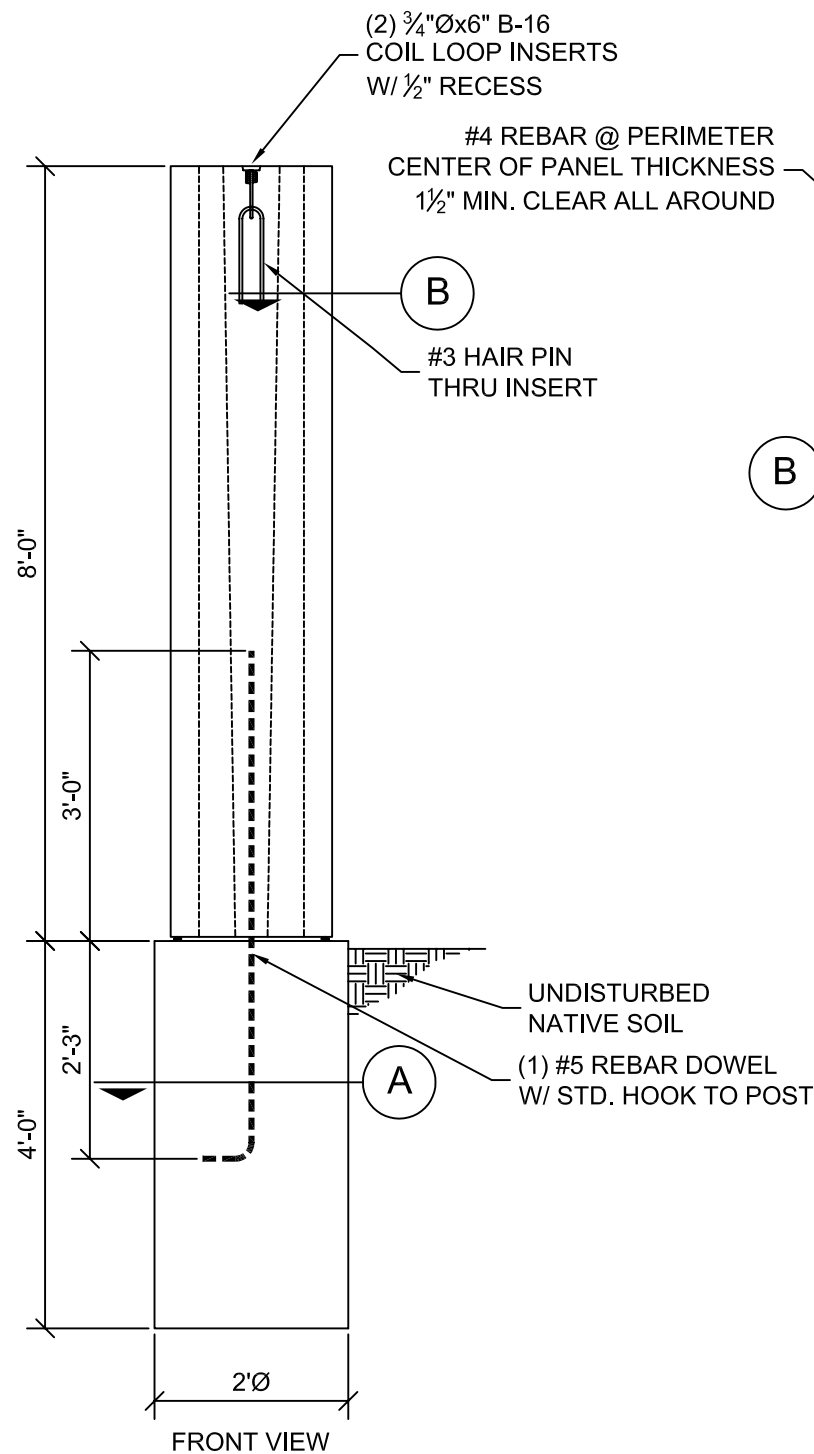
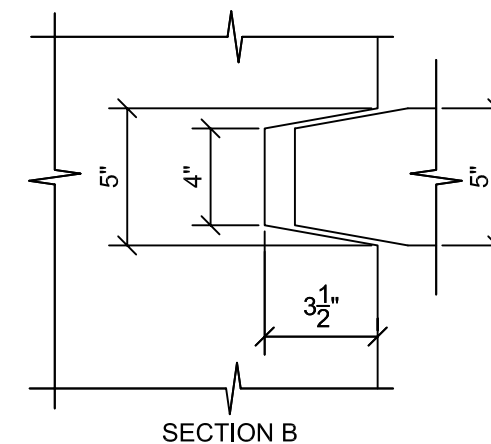
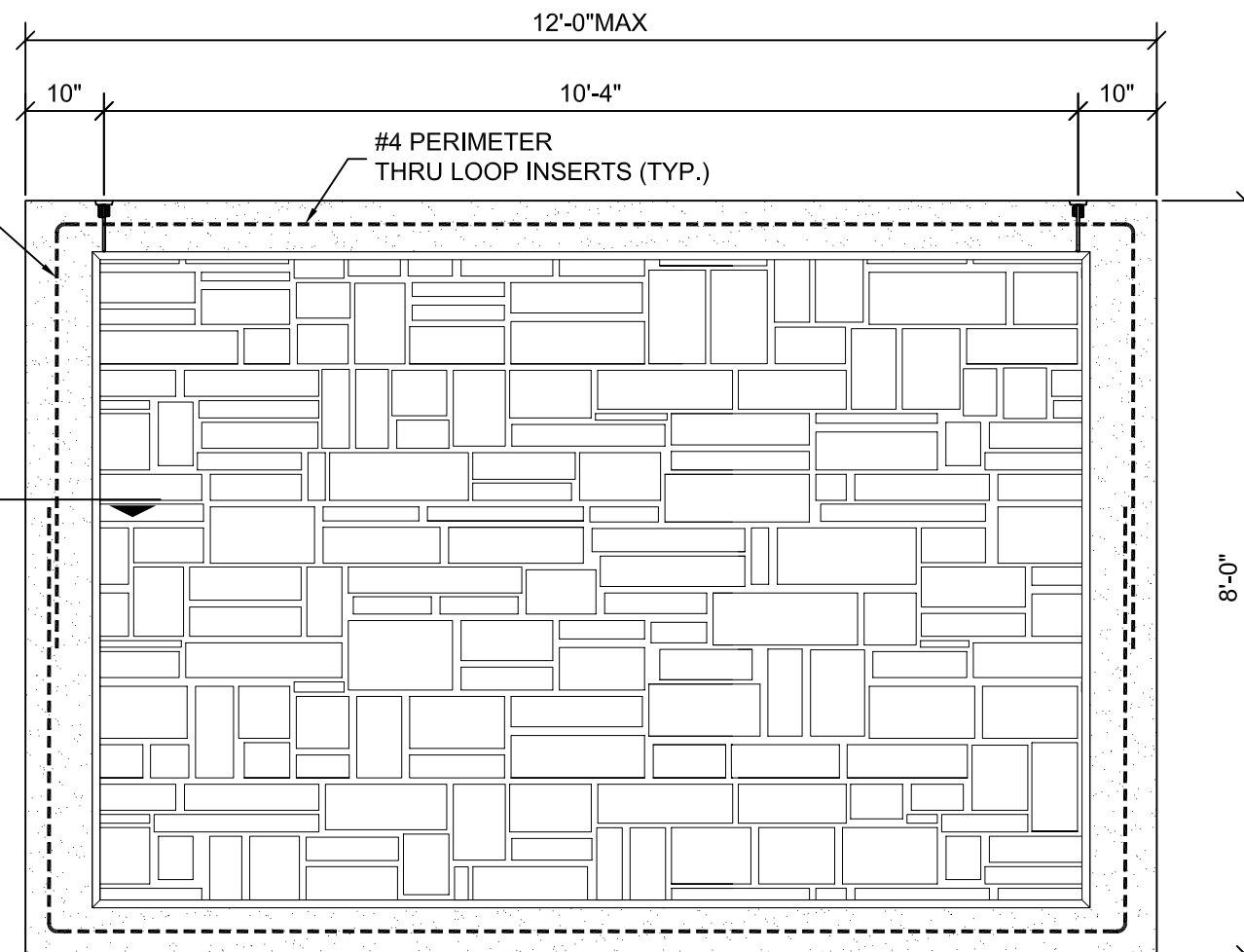


(2) 3/4"Øx6" B-16 COIL LOOP INSERTS W/ 1/2" RECESS



(2) 3/4"Øx6" B-16 COIL LOOP INSERTS W/ 1/2" RECESS

#4 REBAR @ PERIMETER CENTER OF PANEL THICKNESS 1/2" MIN. CLEAR ALL AROUND



UNDISTURBED NATIVE SOIL

(1) #5 REBAR DOWEL W/ STD. HOOK TO POST

NOTES:

1. POST AND PANEL CONCRETE TO BE 5000 PSI.
2. FOOTING CONCRETE TO BE 3000 PSI.
3. MINIMUM SOIL LATERAL BEARING ALLOWABLE: 150 PSF/FT. OF DEPTH BELOW GRADE
4. MINIMUM ALLOWABLE SOIL BEARING PRESSURE: 2000 PSF.
5. DIMENSIONS MAY BE REDUCED TO FIT PROJECT REQUIREMENTS.
6. GROUT BETWEEN POST AND FOOTING TO BE 2500 PSI.

TYP. 8' PANEL, PIER & POST

CONCRETE

$f_c = 5,000$ PSI	$f_{ci} = 2,500$ PSI
SLUMP: 4"-9"	FPU: N/A
FINISH: PATTERN	MIX: TBD
WEIGHT: 150 LBS. PCF.	AIR: 5%
VOLUME: TBD	SHIPPING WT: TBD

OWELL
PRECAST

16500 SOUTH 500 WEST
BLUFFDALE, UTAH 84065
PHONE: (801) 571-5041
FAX: (801) 676-0115

SHEET TITLE:	CHECKED BY:
SOUND WALL	R.B.
DRAWN BY:	SHEET #
J.A.	F-4.2
DATE:	
3-1-10	