

Weber County Planning Division www.co.weber.ut.us/planning 2380 Washington Blvd., Suite 240 Ogden, Utah 84401-1473

> Voice: (801) 399-8791 Fax: (801) 399-8862

# Conditional Use Permit Application

A conditional use application is required for conditional uses listed in the Weber County Zoning Ordinance zone regulations. This Conditional Use application identifies submittal requirements and processes for each desired conditional use.

### 22C-2. Conditional Use Permit

A Conditional Use Permit shall be required for all uses listed as Conditional Uses in the zoning regulations.

The applicant of a conditional use proposal shall be the recorded owner(s) or an authorized agent. The applicant must demonstrate that the contemplated use is compatible with the zoning ordinance standards and that the use would be essential or desirable to the public convenience or welfare in that area, that it will not impair the integrity and character of the surrounding property, or that the use can be made compatible by imposing conditions. These conditions may include, but are not limited to, the size, shape, location and topography of the site, the hours and days of operation, how to minimize environmental impacts such as noise and air pollution, location of vehicle access points, outdoor lighting, landscaping standards, fencing, water and wildlife protection, etc.

of	operation, how to minimize environmental impacts such as noise and air pollution, location of vehicle access points, itdoor lighting, landscaping standards, fencing, water and wildlife protection, etc.
	pre-application meeting is required prior to application submittal; please call (801) 399-8791 to make an pointment. Date of pre-application review meeting:  Staff member assigned to process application:
AP	PPLICATION DEADLINE: Thirty (30) days prior to the applicable Planning Commission meeting
	The Western Weber County Township Planning Commission holds their meetings on the 2 <sup>nd</sup> Tuesday of the month.
	The Ogden Valley Township Planning Commission holds their meetings on the 4 <sup>th</sup> Tuesday of the month.
Ар	pplication Submittal Checklist
Su	e Planning Division will only accept complete applications with supporting documents as outlined below. bmitting an application does not guarantee that this application will be placed on the next Planning mmission agenda.
The	e following is required as part of the application form submittal:
	Complete Application Form
	A non-refundable fee made payable to Weber County (See Fee Schedule)
	Obtain signature of the owner(s) on the application and any authorized representatives
	All documents submitted in the application shall be accompanied by a PDF file of the respective document. All plans (including but not limited to site plans, architectural elevations/renderings, etc), and subsequent submittals and revisions, shall be accompanied by a full scale set of PDF files of the respective plans.



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	A site plan showing details and other requirements as outlined in the Weber County Zoning Ordinance Chapter 22C (Conditional Uses) Chapter 36 (Design Review), Chapter 24 (Parking and Loading Spaces), Chapter 25 (Motor Vehicle Access) Chapter 18C (Architectural, Landscape and Screening Design Standards).						
	Written information demonstrating how the proposed conditional use permit meets and other review criteria (see <i>Review Criteria</i> ).	the criteria found in 22C-4					
	Culinary water and waste water letter						
Fee	Schedule						
Pro	perty Zoning Fee Required						
•	Conditional Use Permit (Buildings less than 5,000 sq. ft.) in any Forest, Shoreline, Agricultural, Residential, Mobile Home Park, Gravel, Commercial, or Manufacturing Zone	\$225					
•	<u>Conditional Use Permit</u> (Buildings 5,000 sq. ft. or greater) in any Forest, Shoreline, Agricultural, Residential, Mobile Home Park, Gravel, Commercial, or Manufacturing Zone	\$225 + \$15 per 1,000 sq. ft.					
•	Conditional Use Permit for Planned Residential Unit Development (P.R.U.D.)	\$500					
•	Conditional Use Amendments	\$125					

# Purpose and Intent of Conditional Uses

The purpose and intent of Conditional Uses is to provide for additional review of uses to ensure compatible integration with the surrounding area.

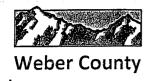
### Review Criteria

The Planning Commission shall approve, approve with conditions, or deny an application for a conditional use based on findings of fact with respect to each of the following criteria found in the Weber County Zoning Ordinance 22C-5-1-5 as follows:

### 22C-4. Criteria for Issuance of Conditional Use Permit

The Planning Commission shall not authorize a Conditional Use Permit unless evidence is presented to establish:

- 1. Reasonably anticipated detrimental effects of a proposed conditional use can be substantially mitigated by the proposal or by the imposition of reasonable conditions to achieve compliance with applicable standards. Examples of potential negative impacts are odor, vibration, light, dust, smoke, or noise.
- 2. That the proposed use will comply with the regulations and conditions specified in the Zoning Ordinance and other applicable agency standards for such use.



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### Appeal Process

The decision of the Planning Commission may be appealed to the County Commission by filing such appeal within 15 days after the date of the decision of the Planning Commission.

The County Commission may uphold or reverse the decision of the Planning Commission and impose any additional conditions that it may deem necessary in granting an appeal. The decision of the County Commission shall be final.

### For Your Information

Other Weber County Zoning Ordinance chapter requirements may apply to this Conditional Use as determined in the pre-application meeting.

Unless there is substantial action under a Conditional Use permit within a maximum period of one (1) year of its issuance, the Conditional Use Permit shall expire. The Planning Commission may grant a maximum extension of six (6) months under exceptional circumstances. Upon expiration of any extension of time granted by the Planning Commission, or failure to complete all conditions and requirements of the Conditional Use Permit within an eighteen (18) month period of time, the approval for the Conditional Use Permit shall expire and become null and void.

When an approved Conditional Use has been discontinued and/or abandoned for a period of one (1) year, the Conditional Use Permit becomes null and void. In order to restore the Conditional Use, a new application shall be filed for review and consideration by the Planning Commission.

This application can be filled out online at the following Planning Division web site: <a href="www.co.weber.ut.us/planning">www.co.weber.ut.us/planning</a>. Copies of the applicable Weber County Zoning Ordinances and other helpful information are also available at this web site.

Web	er County Condition	ıal Use Permit Appli	cation
Application submittals w	vill be accepted by appointment only. (8	801) 399-8791. 2380 Washington Blvd.	Suite 240, Ogden, UT 84401
Date Submitted / Completed	Fees (Office Use)	Receipt Number (Office Use)	File Number (Office Use)
Property Owner Contact Inf	ormation		
Name of Property Owner(s)	_	Mailing Address of Property Owner(s)	
UTAH TRANSIT AUT	HORITY	669 WEST 200	
Phone 801-237-1914	801-741-8895	SALT LAKE CITY	, OTAH 39101
Email Address (required)  DSORENSEN @ PLDE	OTA.COM	Preferred Method of Written Correspon	dence
Authorized Representative	Contact Information		a de la composição de la Porte de la composição de
Name of Person Authorized to Repres	ent the Property Owner(s)	Mailing Address of Authorized Person	Was training to the second of
DERRICK SORENSEN	) (UTAH TEANSIT AUTHORI	1) 669 WEST 200 S	500TH
Phone 801-237-1914	Fax 801-741-8895	SALT LAKE CITY,	UTAH 84101
Email Address  DSOREVSEN @ R	IDEUTA.COM	Preferred Method of Written Correspon	dence
Property Information			
Project Name		Total Acreage	Current Zoning
LITTLE MOUNTAIN CE	UTOWER	1.18	M-3
Approximate Address		Land Serial Number(s)	
4/ 10000 W. 900 S	-	100390007	
Proposed Use			
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Project Narrative		•	
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the proposed	use will comply w	ith the regulations	and conditions	specified in the	zoning Ordinanc	e and other up	pheable age	-,	
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Property Owner A					
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Wordell (Property Owner)	Winey			vner)	
(i ropally office)	,1	- <b>\</b>	(, , , , , , , , , , , , , , , , , , ,		
Subscribed and sworn t	o me thisday	of 3451.	2015_		
		MONICA DAWN NOTARY PUBLIC • ST. COMMISSION NO COMM. EXP. 10	ATE OF UTAH 0. 601593		(Notary)
Authorized Repres		ng na galabah kan katawasa katawa na ka			
I (We), <b>Wersel</b> (our) representative(s), my (our) behalf before pertaining to the attach	any administrative or le	the own	er(s) of the real property d to represent me ( unty considering this appl	escribed in the attached applica us) regarding the attached app ication and to act in all respect	tion, do authorized as my lication and to appear on s as our agent in matters
Mandell	Manya	<u> </u>			
(Property Owner)			(Property Ow	ner)	
Dated this <u>the dated</u> dated this dated the Represer	ay of	, 20 <mark>\2</mark> , personall fidavit who duly acknowle	y appeared before me $\underline{oldsymbol{ol{oldsymbol{oldsymbol{oldsymbol{oldsymbol{oldsymbol{oldsymbol{oldsymbol{oldsymbol{oldsymbol{oldsymbol{oldsymbol{oldsymbol{oldsymbol{oldsymbol{ol{oldsymbol{oldsymbol{ol{oldsymbol{oldsymbol{oldsymbol{ol{oldsymbol{ol{ol}}}}}}}}}}}}$	uted the same.	Dirrogal the
	•		-		(Notary)
				MONICA DAV NOTARY PUBLIC COMMISSION	NUL RAIGO 1
				COMM. EXP.	10-12-2014
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# Check List for Site Plan Review.

Name of the proposed development
Name and address of the owner of property
Name and address of the preparer of the site plan
Statement describing the intended use of the development
A north arrow and scale not less than 1:50
The tax ID number of the development site
The land use and zoning of the development site
Adjacent land use and zoning
\* Identify the percentage of the property covered by
buildings and hard surface

Adjacent streets shall be shown and identified, along with distance from centerline to property Building setbacks and distances
Easement on property and on abutting property, that could be affected
A letter from the Water and Sewer company serving the project or a septic tank approval letter

the project or a septic tank approval letter

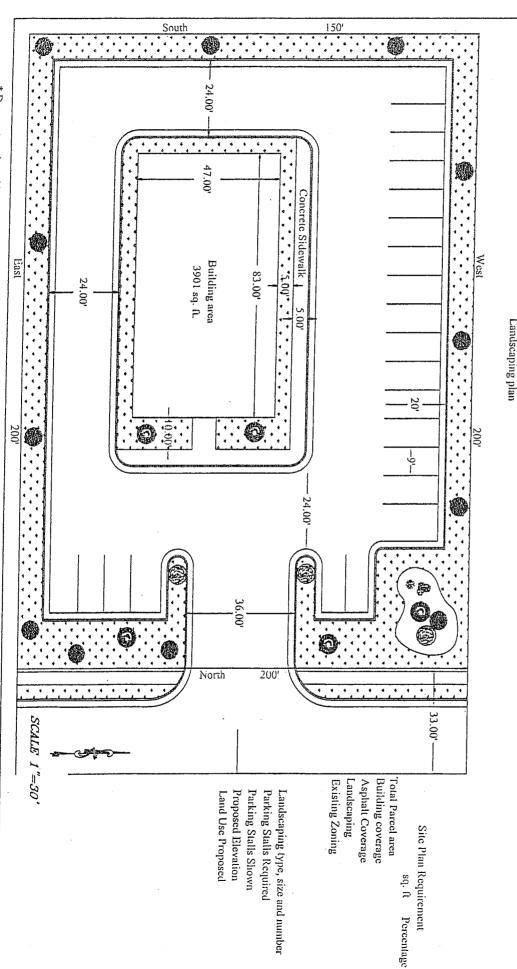
\* Elevation drawings depicting architectural theme,
building features, materials and colors is required

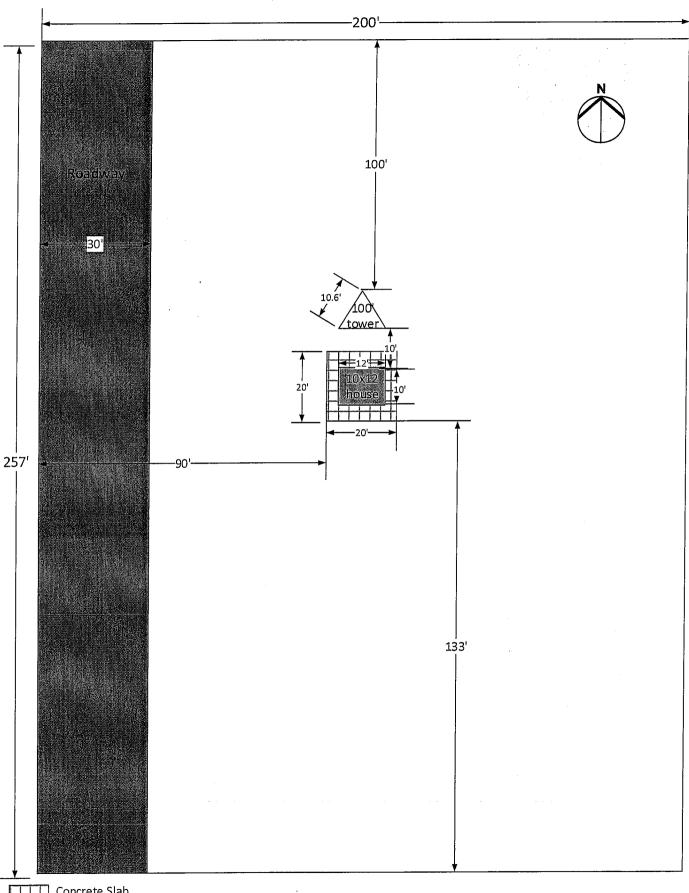
\* A grading and drainage plan is required

\* Lighting plan

Detailed sign information including color and material
Fire hydrant location

Parking information - size and number of stalls
The geometric layout and dimensions of proposed building, driveways, parking areas, loading areas, signs and other features of the development
Existing structures
Storm water management plan





Concrete Slab

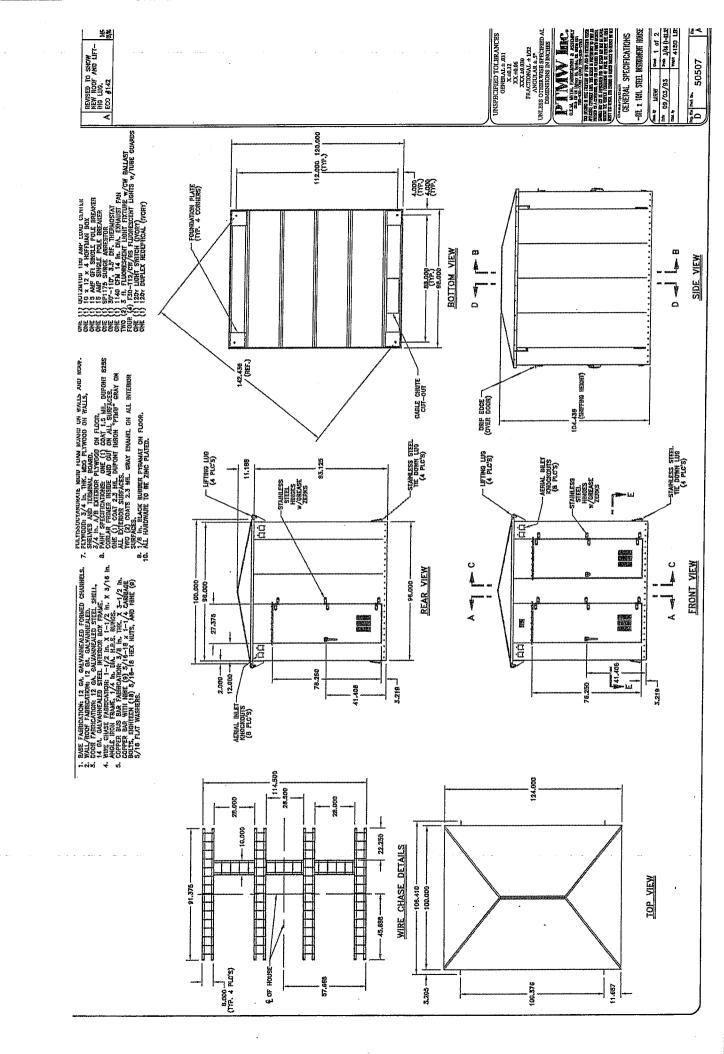
30' roadway easement

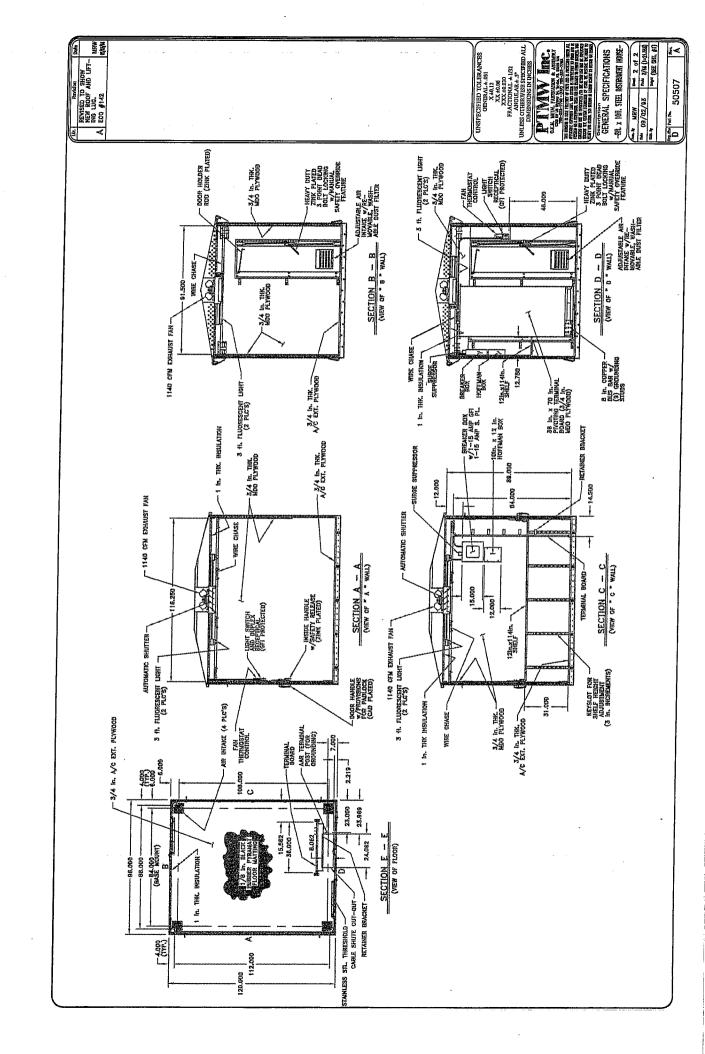
Building to house radio equipment

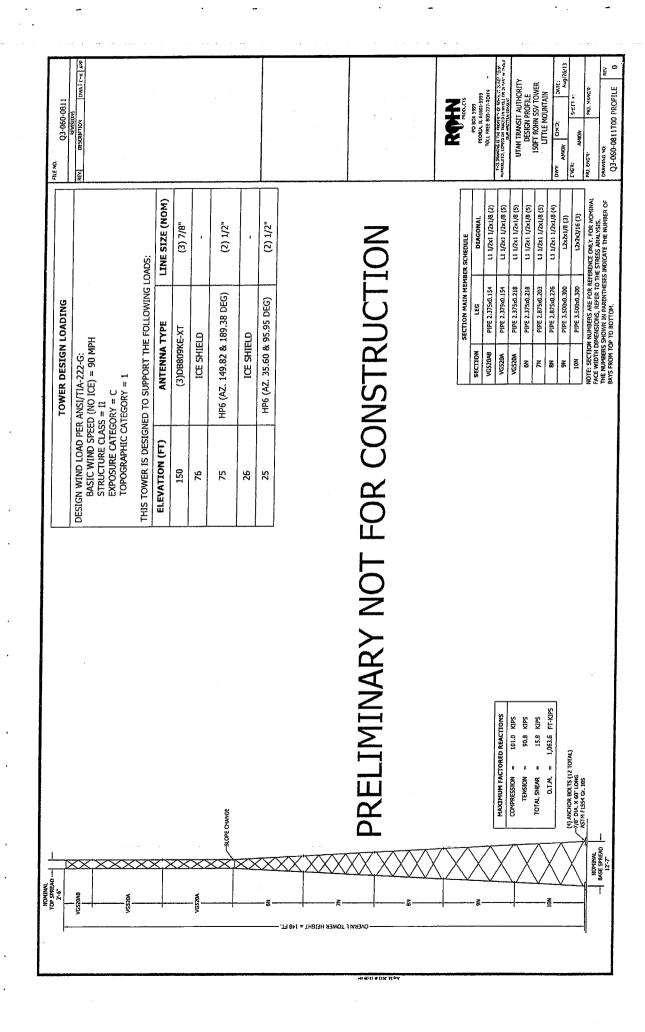
Little Mountain Site Plan

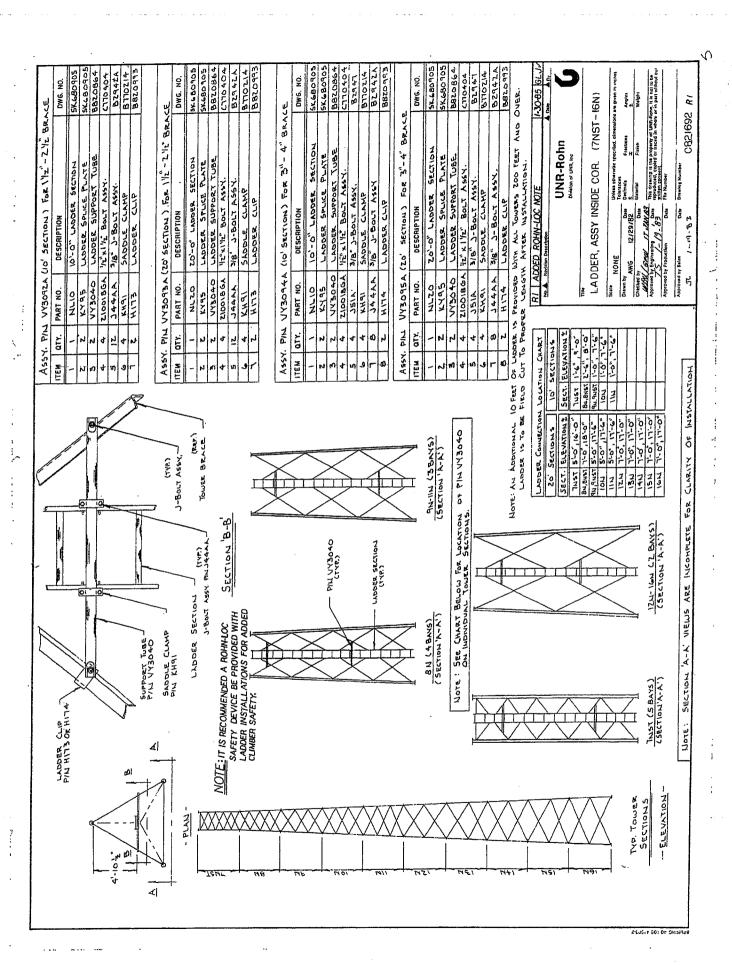


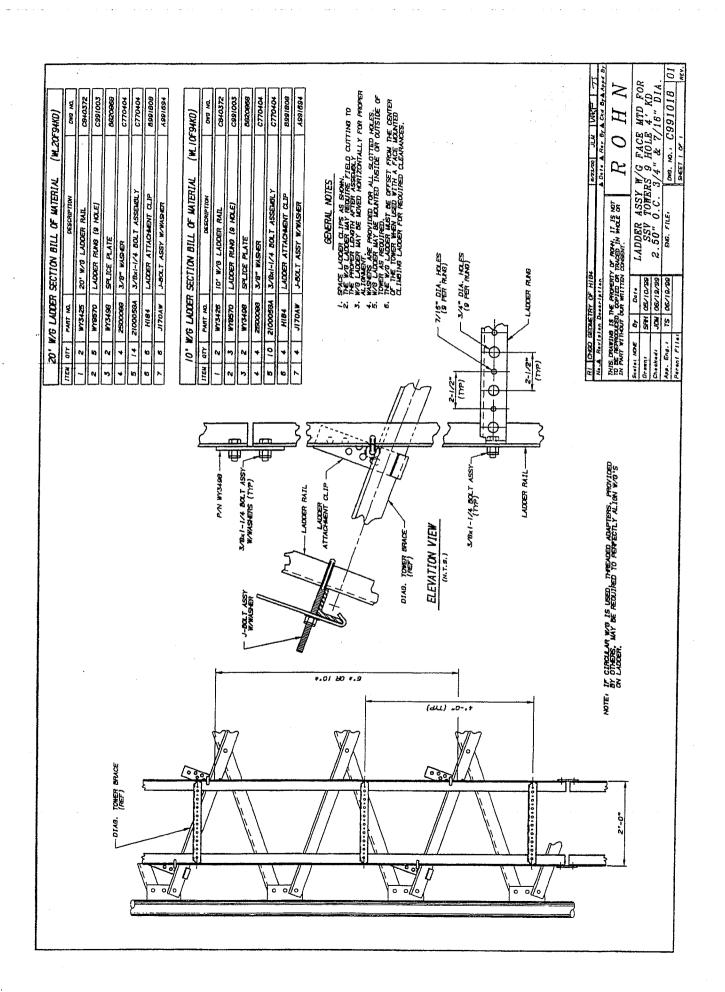


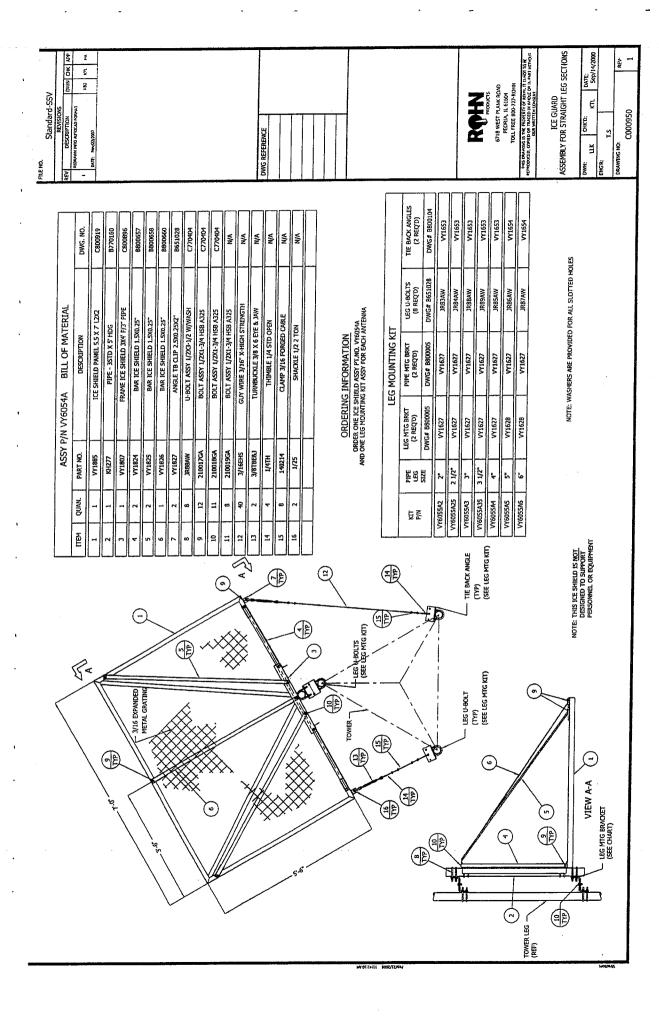


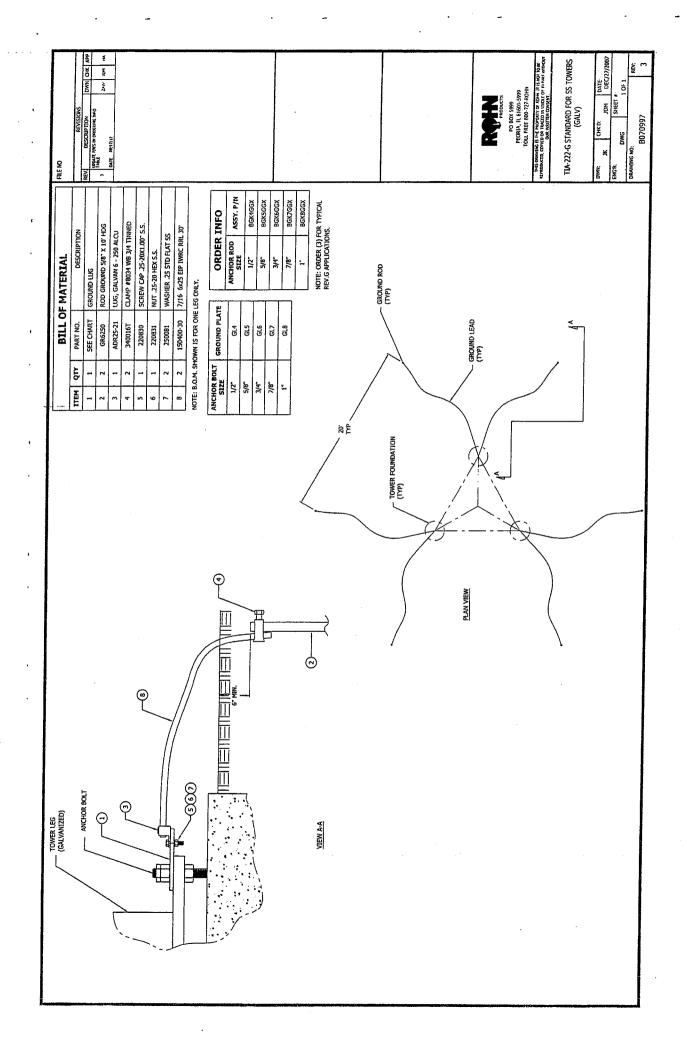


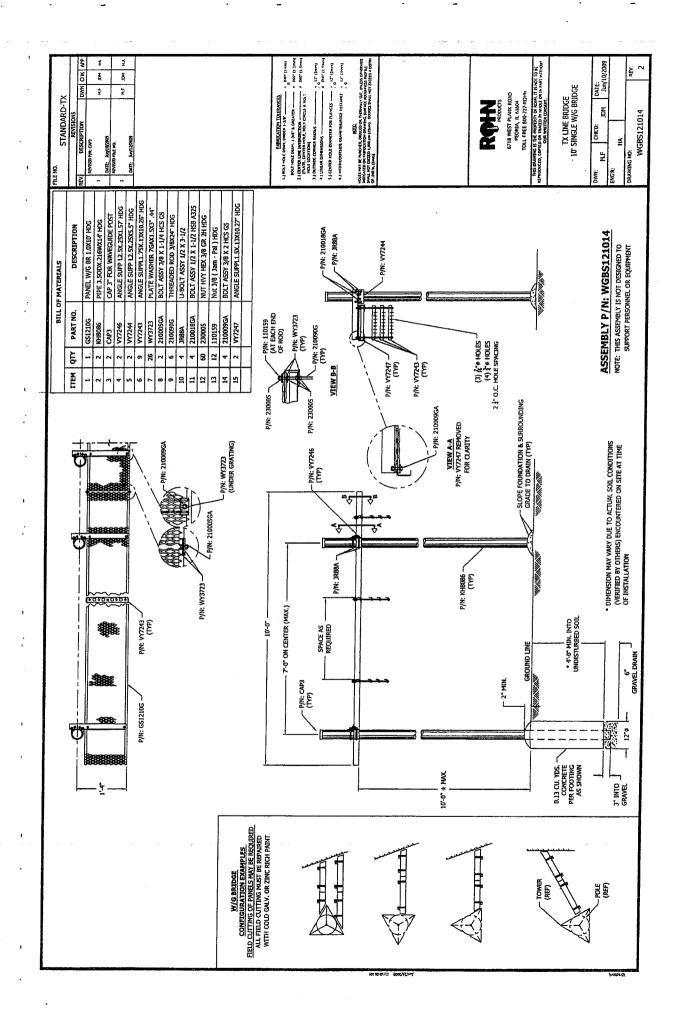


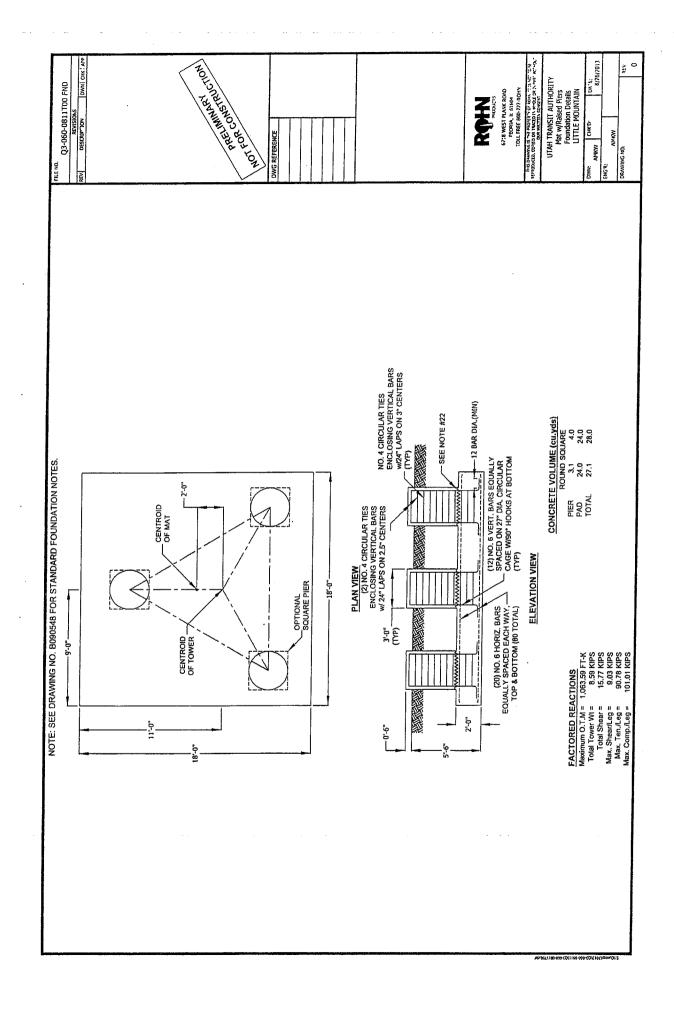












## Rohn Products LLC Terms and Conditions Relating to All Sales

- 1. All quotation, proposals, prices, or other terms are made for acceptance within 30 days (after 30 days, prices in effect at time of shipment will apply) and shipment within 30 days of purchase order date, unless otherwise stated. They are subject to change without notice; however, ROHN invites your request for an extension. They are also subject to Credit and Marketing Department approval prior to acceptance. No other price protection is available.
- 2. Every effort will be made to maintain shipping schedules, either on ROHN equipment or via common carrier. ROHN cannot be responsible for delays in shipping caused by state or local agencies with regard to permits, routing, weather, detours, etc. All deliveries and schedules are contingent on availability of raw materials, fuel, and transportation. ROHN will not be liable for damages on account of any delays or abnormalities caused in shipping due to causes beyond our reasonable control. ROHN reserves the right to make partial shipments and to submit invoices accordingly.
- 3. Changes or modifications to orders can be made only by written agreement executed by all parties affected thereby, which agreement shalf include any price modification.
- 4. ROHN's responsibility ceases upon delivery of all shipments to the carrier. The unloading of all shipments is the responsibility of the Buyer, not the carrier or ROHN. Buyer is warned against receipting for merchandises until careful inspection has been made. Any claim made against ROHN must be made within 90 days after receipt of merchandisa. All merchandise leaving ROHN's factory has been carefully inspected and ROHN does not assume responsibility for damages or shortages which occur in transit. Buyer must make all claims and report all damages and losses to the delivering transportation company.
- 5. No federal, state, or local taxes are included in quoted prices. All quotations, proposals, prices, or other terms are subject to increase without notification by the amount of any sales, excise, or other tax levied or charged to seller by any governmental agency and any such tax will be passed onto purchaser as a tax or as an addition to the selling price. This also applies to all costs incurred due to local statutes or governmental regulations.
- 6. Orders are not subject to cancellation by Buyer except by written agreement with seller. Any order canceled, after any work has been done by ROHN, such as drawings, production, etc., will have a cancellation charge, to be determined solely at the discretion of ROHN for whatever work has been performed with a minimum of 25% of the purchase order price. If Buyer so chooses, he shall have the right to receive the material already performed at time of cancellation at the quoted price. If an order is canceled before any work has been done by ROHN, a \$200 cancellation charge will apply.
- 7. Material received may not be returned by Buyer except by written agreement with seller. In all cases, permission must be secured from ROHN prior to the returning of any goods for credit. All returned goods are subject to a minimum service charge of 25%, plus all transportation charges, and are subject to inspection by ROHN. Returned goods will be offered and paid for only upon proof of purchase (i.e. invoice no.) and credit will be issued against invoice value. ROHN reserves the sole right to determine amount of credit to be issued on all goods returned for credit. Only standard, currently manufactured ROHN products may be considered for return and credit. Unsaleable products will be scrapped and no credit will be received. If returned goods are determined to have no value and Buyer wishes them returned, the Buyer will be charged return freight. Safety equipment, erection equipment, insulators, transformers, nuts and bots are not returnable.
- 8. ROHN warrants the commercial items of its manufacture only, to be reasonably fit for the purpose for which they are manufactured and sold, provided, however, that this warranty shall be effective only if purchaser installs all material according to ROHN's recommendations and specifications and that purchaser during the warranty period shall regularly, not less than semi-annually, inspect and properly maintain all items. Any item found unfit for its purpose within 12 months from date of delivery will be repaired or replaced free of charge, F.O.B. ROHN's plant. ROHN shall be immediately notified in writing of such unfitness. ROHN reserves the sole right to determine if any material is to be repaired or replaced free of charge or to be supplied at ROHN's standard prices. Such obligation shall be limited to parts returned for inspection, properly packed and expenses prepaid, and providing inspection shall satisfactorily indicate defects. The warranty herein made is in lieu of all other warranties and, except as expressly stated herein, ROHN does not make and there are no warranties or obligations of any kind or nature whatsoever either expressed or implied including, but not restricted to, warranty or obligations as to product, material, workmanship, or manufacture or as to the use of the items covered hereby. ROHN shall not under any circumstances be liable to third persons for any claims for damages including direct, special, indirect, or consequential damages for any reason.

The Buyer agrees to indemnify and to hold ROHN harmless for, of, and from any loss, claims, damages, expenses and attorney's fees, including but not limited to, any fines, penalties and corrective measures ROHN may sustain by reason of Buyer's failure to comply with said laws, rules, and regulations in connection with the performance of this sale. The above warranty warranted applies only to items manufactured by ROHN.

Items not manufactured by ROHN are guaranteed only to the extent and in the manner warranted and guaranteed to ROHN by the manufacturer of such items and then only to the extent ROHN is liable to enforce such warranty or guarantee.

ROHN will assume no responsibility for the adequacy of any product if material is used which is not totally supplied by ROHN. The above sets forth the only warranty made by ROHN in connection with items manufactured or sold by it, and any provisions in any

proposals, specifications, advertising, or other provisions hereof, are merely descriptive and are not to be construed as warranties made by ROHN. All warranties are void on drawings made by others, whether by a professional engineer, sealed or not, that are not rechecked by ROHN and approved by ROHN. ROHN assumes no liability for the adequacy of the drawings or the product. Without limiting the generality of the foregoing, the Buyer hereby indemnifies ROHN and hold ROHN harmless from any and all claims and/or damages (including direct, special, indirect or consequential damages, attorneys' fees and costs) relating to or arising out of any highway structure or component not designed by ROHN.

ROHN hereby disclaims any and all warranties, including express or implied warranties of merchantability and fitness for any particular purpose, relating to or arising out of metal fatigue.

- ROHN reserves the right to change or modify the product and construction of any product manufactured by ROHN and to substitute material equal to or superior to that originally specified.
- 10. Buyer agrees not to disclose or make available to any third party processes, drawings, specifications, reports, photographs, data and other technical or proprietary information relating to ROHN products without obtaining prior written consent of ROHN.
- 11. No proposal, order, quotation, or acceptance may be changed or varied by verbal agreement, and all orders are accepted only under the provisions set forth herein.
- 12. Purchase orders and requests for quotations must be submitted in writing to ROHN. It is the responsibility of the Buyer or Buyer Representative to provide ROHN design criteria (environmental loads, equipment loads, operational limitations, geotechnical information, etc.) based on site-specific data. In designing the product for the Buyer, ROHN is relying solely and entirely on design criteria provided by the Buyer to ROHN. Without limiting the generality of the indemnities in these Terms & Conditions, the Buyer hereby indemnities ROHN and holds ROHN harmless from and against any and all claims and/or damages (including direct, special, indirect or consequential damages, attorneys' fees and costs) relating to or arising out of any inaccuracy or incompleteness in design criteria provided to ROHN by the Buyer, and the Buyer waives all claims against ROHN for same.
- 13. If outside source inspection, assembly, etc. is required prior to shipment of an order, \$50.00 per man hour (plus equipment time, if applicable) is chargeable, with \$300.00 as a minimum.
- 14. Any welding inspection required by Buyer or Buyer's specifications must be done at ROHN's plant prior to packing and shipment of material from ROHN's plant.
- 15. A minimum charge of \$25.00 will be billed for special handling and preparation of material for air shioments.
- 16. ROHN reserves the right to apply all remittances and credit memos to the oldest outstanding balance in your account. No credits will be issued for any reason against a purchase order whose billing is more than 90 days old. Buyer corrections or complaints must be made within this period of time.
- 17. Standard catalog prices do not include special drawings or product evaluations. If any are required, there will be a charge.
- 18. ROHN at all times reserves the right to take pictures of any or all of its products after installation for advertising purposes, except those which are under classified governmental control.
- 19. The Buyer will be responsible for any extra charges incurred on prepaid shipments.
- 20. A service charge not to exceed 2% per month or maximum allowable per State law will be billed on all accounts not paid within 30 days of invoice date.
- 21. Minimum total net worth of merchandise which can be ordered is \$100.00. Any orders placed for less will be billed at \$100.00.
- 22. Storage charges will be .02% of invoice amount per day with a minimum charge of \$8.00 a day. These charges will be invoiced on a monthly basis for material requested to be withheld from shipment. Storage will begin 30 days from the date the buyer is notified that the shipment is ready for pickup or delivery
- 23. All CIA requirements must be met with certified checks or money orders to insure prompt shipment.
- 24. Should it become necessary for ROHN to enforce the provisions of this contract, a purchase order or an invoice through pre-suit negotiations, or by instituting or participating in any legal (including bankruptcy) proceedings, including but not limited to injunctive or other equitable/legal relief, including any appeals associated with the foregoing, ROHN shall be entitled to recover for reasonable attorney's fees, costs of collection and court costs incurred whether the attorney's fees are incurred for the purpose of negotiation, trial, appellate or other legal services.
- 25. Once the equipment is ready for pickup or has been shipped, an invoice for payment in full shall be issued by ROHN.

**Quote Specific Terms:** 

- 1- This proposal is valid for 30 days from the quotation date. Please refer to ROHN Products LLC's proposal number when submitting a purchase order.
- 2- Terms for materials are: 1/3 down payment with the order, prior to fabrication; 1/3 down payment when fabrication is complete and the tower is ready to ship; 1/3 within 30 days of shipment from the point of manufacturing (typical payment terms).
- 3- This proposal is subject to the attached Terms and Conditions of Sale.
- 4- Foundation and tower designs charges, if ordered independently, are \$1500. This cost is deductible from the overall price of the structure once the structure is released for production and shipped.
- 5- Quoted prices do not include taxes. Refer to Terms and Conditions of Sale. Taxes will be invoiced unless an exemption certificate is provided with the order.
- 6- Delivery schedules are contingent upon the backlog at the time of order and the availability of materials.
- 7- Certification of ROHN Products LLC's products or foundation designs based on specifications provided to ROHN Products LLC do not include services for serving as a project's prime professional or engineer of record for the purposes of reviewing and coordinating documents submitted for a building permit, including deferred submittals and documents prepared by others. ROHN Products LLC has not verified that the design parameters provided to ROHN Products LLC for this proposal meets the requirements for the intended application or meets the requirements of the appropriate regulatory agencies. Price adjustments may apply for requirements in addition to those stated in this proposal.
- 8- Prices for foundation designs to be based on geotechnical data to be supplied at the time of an order are based on the design of conventional foundations consisting of pier & pad, caissons, mat and deadman anchor blocks. Other types of foundation designs, if required for site-specific conditions, will be quoted upon receipt of the geotechnical data.
- 9- Materials and services placed on hold for more than 15 days after placement of an order will be subject to a price review upon notification to proceed with the order. This may result in an increase to the quoted prices.
- 10- For structures to be shipped by the customer at the point of manufacturing, dunnage and loading charges of \$350 may apply and will be invoiced with the structure.
- 11- Storage charges will be .02% of invoice amount per day with a minimum charge of \$8.00 a day. These charges will be invoiced on a monthly basis for material requested to be withheld from shipment. Storage will begin 30 days from the date the buyer is notified that the shipment is ready for pickup or delivery.
- 12- Estimated freight pricing is subject to change due to extreme freight price fluctuations and will be reviewed and confirmed at the time an order is placed for the quoted materials.
- 13- Additional freight may apply for optional items ordered. Prices for optional items are based on the optional items being ordered with the structure.
- 14- Acceptance of an order will be contingent on customer credit approval. Terms, as noted above, may be subject to change based on findings.
- 15- Design profile provided at time of quotation is preliminary and is subject to change based upon final design.
- 16- This quotation is proprietary, confidential and a trade secret of ROHN Products LLC. This proposal is being provided for the exclusive use of our customer and is not to be disclosed to third parties.
- 17- Unless noted above, ROHN Products LLC general terms and conditions (attached) apply.
- 18- Purchaser agrees to accept delivery on the mutually agreed upon delivery date. If this date passes, and the product is completed and staged for delivery, the Purchaser acknowledges that it has accepted title to the goods.
- 19- For quotes including installation service the following apply:
  - a. Non-union, non-prevailing wages, and non-winter conditions.
  - b. In the event existing soil conditions are found to be other than assumed for design, change orders for a price adjustment from the quoted price may be required.
  - c. Customer to secure all permits.
  - d. Site accessible for truck delivery of materials.
  - e. ROHN assumes sufficient room for delivery of tower and sufficient room for installation of tower and foundation (if applicable) at tower site.