AMERICAN FORK CITY COUNCIL
SEPTEMBER 30, 2025
SPECIAL SESSION MINUTES

Members Present:	
Bradley J. Frost	Mayor
Staci Carroll	Council Member
Ryan Hunter	Council Member
Ernie John	Council Member
Clark Taylor	Council Member
Tim Holley	Council Member (participated electronically)

Staff Present:	
David Bunker	City Administrator
Camden Bird	Assistant City Administrator
Christina Tuiaki	Executive Assistant
Stephanie Finau	Deputy Recorder
Patrick O'Brien	Development Services Director
Sam Kelly	PW Director
Heather Schriever	Legal Counsel
Cameron Paul	Police Chief
Cody Opperman	Development Planner II

Also present: George Brown, Deb Anderson, Amy Walker (Counsel for Bach Homes- Miller Harrison LLC), Stuart Harmon (Counsel for Bach Homes), Brevon Holmes (Bach Homes), Cedar Jordan (Bach Homes), and Derek Rindlisbacher (Bach Homes).

The American Fork City Council held a special session on Tuesday, September 30, 2025, in the City Administration Conference Room, located at 51 East Main Street, commencing at 5:05 p.m.

SPECIAL SESSION

1. Consideration of the appeal by Bach Homes on the denial by the Development Review Committee of the High Pointe preliminary plat approval.
   Mayor Frost welcomed everyone to the meeting. He conducted roll call and mentioned that Council Member Holley was joining the meeting electronically from Santiago, Chile. He mentioned to anyone who speaks to please state their name for the public record.

   Ms. Schriever reminded the Council of the capacity in which they were convened, noting that the City Council was sitting as the appeal authority for the denial of the High Point application previously reviewed by the Development Review Committee

(DRC). She stated that the Council's role was to review the decision of the DRC and that the meeting would include the presentation of evidence, testimony, and written materials for the Council's consideration. She emphasized that the Council's decision must be based on substantial evidence, which she defined *as "that quantum and quality of relevant evidence that is adequate to convince a reasonable mind to support a conclusion, even if other contrary evidence exists."* She further explained that, acting as the appeal authority, the Council had the option to affirm the DRC's decision, reverse the DRC's decision, or table the matter to a later date if additional evidence, consideration, or time was needed.

Ms. Schriever noted that the mayor would have Mr. O'Brien present first, followed by the applicant's presentation, if that procedure was acceptable.

Mr. O'Brien provided background information on the project. He explained that most of the property was included in the Vest Annexation a few years ago. An initial Development Agreement was approved in 2019, with an amendment adopted in 2021 related to portions of the land within the annexation area. He stated that the current appeal is related to the High Point application, submitted to the City earlier in the year, which represents the second phase of the overall Bach Homes development. The applicant owns three parcels of land, including the smaller parcel located on the upper left portion of the side of "sideways H" apartment buildings.

Mr. O'Brien reported that the application was reviewed by staff and received several substantive comments. A difference of opinion arose between staff and the applicant regarding certain provisions of the development agreement. The applicant subsequently requested that the application move forward to the DRC without further addressing the outstanding staff comments. The application was reviewed by the DRC on August 11, 2025. Following discussion, the item was tabled to allow for additional review and consideration. The following week, the DRC resumed discussion, focusing primarily on the issue of mixed-use requirements, and ultimately denied the application.

Mr. O'Brien explained that, under the City's review process, applicants are required to respond to staff comments—either by outlining how each comment has been addressed or how it will be addressed upon resubmittal. Prior to the DRC review, staff had noted that if the applicant chose not to include the required commercial component, the item should move forward for denial to allow the matter to proceed to the appeal stage. He noted that the City's decision standards require that preliminary plats meet all applicable code requirements, and failure to do so results in denial. Those standards and findings of fact are outlined in the staff report.

Mr. O'Brien also referred to the annexation agreement, which remains binding and includes triggers related to the ratio of commercial prior to residential development. Specifically, a certain amount of commercial square footage must be constructed before additional phases of residential development can proceed. He stated that the interpretation of what constitutes commercial and mixed-use development would be a key component of the Council's discussion.

Mr. O'Brien continued by stating that there are currently 1,058 entitled units within the overall development area, including both units that have received entitlements and those that have obtained certificates of occupancy. He explained that one of the primary challenges in the DRC's decision to deny the application was the question of what constitutes mixed-use development. He noted that there is no definition of "mixed-use" in the City's municipal code, the annexation agreement, or the development agreement. As a result, staff relied on generally accepted planning principles to interpret the term. From a planning perspective and based on definitions from the Urban Land Institute (ULI), mixed-use development is defined as *"a real estate project with the planned integration of some combination of retail, office, residential, hotel, or other functions."*

Mr. O'Brien emphasized that "planned integration" is a key component of that definition, noting that simply placing isolated commercial and residential components within a project does not meet the intent of mixed-use development. He further stated that if there had been no intent to provide mixed-use development, the concept plan and phasing plan would have identified the area solely as high-density residential. The inclusion of the term "mixed-use" indicates that some level of integration of uses was envisioned.

Mr. O'Brien also referenced additional definitions used by staff, including a description from the American Bar Association, which characterizes mixed-use as *"the combination of residential, commercial, and office uses designed to promote diversity, accessibility in public space."* He noted that staff also relied on prior correspondence from Buck Swaney, the master developer, who had described the project's intent as providing a mixed-use town center with a variety of different uses. Mr. Swaney's email, dated March 1, described the town center as retail on the ground floor with apartments and condominiums above.

Mr. O'Brien explained that although this definition was not formally codified in the development agreement or municipal code, it was the understanding communicated to the city during initial discussions of getting the overall project created and presented. Mr. Swaney had applied the same interpretation to Phase Four, labeled "High Density – Mixed Use," which is consistent with the phase currently under appeal.

Mr. O'Brien continued his presentation, referring to Section 17.7.507 B.1 of the City's Municipal Code, which relates to this type of development. He explained that the applicant had argued before the DRC that the uses listed in Section 17.7.507 must be combined or "mixed" in order to constitute a mixed-use development.

Mr. O'Brien noted that within the City's commercial zones, not all uses qualify toward the commercial square footage requirements necessary to meet the minimum threshold that allows additional residential units to be permitted. He reiterated that the total number of permitted units within the project area is 1,058. He stated that Section 17.7.507 B.1 outlines the permitted uses, which include:

- One-family and two-family residential units on individual lots.
- Multi-unit residential structures.
- Retail and office commercial establishments
- Public and semi-public buildings
- Parks, trails, and other forms of open space

- Areas and facilities devoted to vehicular and pedestrian circulation (Roads, trails, sidewalks, bus terminals etc.)

Mr. O'Brien reported that the applicant had suggested in their submission that they were satisfying the mixed-use requirement by providing townhomes and apartment units. He stated that making such an argument implies acknowledgment of a mixed-use requirement, but staff disagreed with the interpretation that multiple housing types alone fulfill that requirement. He clarified that while staff supports diversification of housing types, such as single-family, townhome, and apartment units, this does not constitute true mixed-use development. He explained that "mixed type" is not the same as "mixed use." By analogy, he stated that locating a café next to a salon would not create mixed-use development, as both are commercial uses—just different types within the same category.

Mr. O'Brien concluded that, under the City's interpretation, a true mixed-use project must combine residential uses with one or more non-residential uses, such as retail, office, or service commercial components. He further stated that, when comparing the commercial space requirements against the residential unit count, staff determined that the commercial requirement had not been met. He noted that the inclusion of light industrial or flex space does not satisfy the commercial ratio requirements outlined in the annexation agreement, as those uses are not identified as permitted or qualifying commercial uses under the applicable code and agreements.

Ms. Amy Walker, outside counsel for Bach Homes, introduced herself and stated that she specializes in Land Use law. She began her remarks by addressing the scope of review for the appeal, noting that while Ms. Schriever had explained the concept of substantial evidence, the specific standard applicable to this proceeding is outlined in Utah Code § 10-9a-707 (LUDMA). She stated that subsection (4) of that statute directs that *"the appeal authority shall determine the correctness of the land use authority's interpretation and application of the plain meaning of the land use regulations and interpret and apply land use regulations to favor a land use application unless the land use regulation plainly restricts the land use application."*

Ms. Walker explained that this statutory language is supported by Utah Supreme Court case law, which establishes that property owners have the unrestricted right to use their property to the extent permitted by law. Because Land Use regulations restrict those rights, they must be interpreted in favor of the Land Use applicant when ambiguity exists. She then referenced the notice of action issued by the DRC, located on page 144 of the meeting packet, which states that it was the DRC's opinion that "mixed-use needs to be included with each phase." She asserted that this conclusion was problematic because it was not based on a specific land use regulation.

Ms. Walker stated that she did not disagree with Mr. O'Brien's general interpretation of mixed-use development but disagreed with how those principles were applied in this case. She explained that the annexation area was brought into the city under an annexation development and includes multiple subareas. Under Section 17.7.507 of the American Fork City Code, mixed-use is contemplated at the planned community level. She clarified that the area in question, Lake City Row, is a planned community with multiple sections, including a residential-focused section identified in the annexation agreement. She noted that other developments within this same residential focus area have been approved and constructed as high-density, multi-family development, consistent with this phase's designation.

Ms. Walker stated that while Bach Homes does not dispute that mixed-use development typically involves a combination of uses, it is the planned community as a whole that is required to achieve that mixed-use each individual phase. Ms. Walker added that the overall project includes light industrial, commercial, and residential components, which together satisfy the mixed-use intent. She concluded by reiterating that in deciding this appeal, the City Council, acting as the appeal authority, must interpret and apply the plain language of the applicable land use regulations. She emphasized that if any ambiguity exists within those regulations, the law requires that such ambiguity be resolved in favor of the applicant.

Stewart Harmon, general counsel for Bach Homes, stated that he wished to provide additional background information regarding the Development Agreement and Annexation Agreement associated with the project. He explained that, as Ms. Walker had noted, the property in question is part of a Planned Community Development (PCD). He stated that this zoning designation, along with the corresponding zoning map, was adopted in 2021. However, he emphasized that to fully understand the context of the project, it is necessary to look back to the 2019 Annexation Agreement, which established the foundational terms for the area.

Mr. Harmon referenced Attachment 4 in the meeting materials, located on page 49 of the packet, noting that this attachment contains the relevant portions of the Annexation Agreement. He stated that while Mr. O'Brien had referenced both a 2019 Development Agreement and a 2021 amendment, Bach Homes was not aware of a separate 2019 Development Agreement beyond the annexation documents.

Ms. Schriever interjected to clarify that Mr. O'Brien may have misspoken earlier. She stated that she believed he had been referring to the ordinances that were enacted, rather than a separate 2019 Development Agreement.

Mr. Harmon reiterated that, to his understanding, there is no 2019 Development Agreement separate from the Annexation Agreement. He explained that in 2019, an Annexation Agreement was approved that brought the entire project area into the city. As part of that annexation, several terms were established, including a commercial-to-residential ratio requirement. Specifically, for every residential or dwelling unit, 100 square feet of commercial space that will be included within the overall development area. He emphasized that this requirement applies to the entire annexation area, not to any one individual parcel.

Mr. Harmon stated that this is outlined in Section 4 of the Annexation Agreement, which provides that the *"Applicant intends to develop the annexation area as a mixed-use project, utilizing a provision in the development code allowing for a maximum number of dwelling units for such projects."* He added that the appeal packet includes affidavits from Buck Swaney and his partner Todd Young, which describe the intent and creation of the Annexation Agreement. He noted that those affidavits further clarify the developers' original understanding that the commercial ratio requirement was intended to apply across the entire project area, rather than on a phase-by-phase basis.

Mr. Harmon continued by referencing Attachment 4, which contains an earlier version of the annexation plan. He explained that the property under discussion, High Point, is located within Phase Two of the development. He described the phasing shown in the attachment, noting the following designations:

- Phase 1 Commercial focus, Mixed-Use (MU) possible.
- Phase 2 Residential focus, MU possible.
- Phase 2B Residential focus, MU possible.
- Phase 3 Residential and commercial focus.
- Phase 4 Residential and commercial focus.

Mr. Harmon stated that Buck Swaney indicated that the original intent of the Annexation Agreement was for the project to be treated as a planned community development as a whole, rather than requiring each individual phase to independently meet the commercial ratio.

Mr. Harmon cited American Fork City Code §17.7.507 (B), which governs Planned Community Development Projects, noting that the code specifies that *"each planned community development project shall include a variety of land use types."* He emphasized that the language refers to the project as a whole, not to individual parcels, supporting the approach outlined in the Annexation Agreement. He explained that under this interpretation, commercial space would be allocated across multiple phases, with some phases containing commercial uses and others primarily residential, consistent with the overall mixed-use intent. He further noted that the Annexation Agreement was adopted by ordinance 2019-02-04. He then referenced the 2021 ordinance 2021-05-23, which is included on page 59 of the meeting packet.

Mr. Harmon continued his presentation, discussing the 2021 ordinance and Development Agreement. He explained that the ordinance adopted in 2021 implemented the amended zoning plan or concept plan, which was incorporated as an amendment to the official zone map. He emphasized that this designation constitutes a binding zoning designation for both the city and developers. He reviewed the phase designations under the amended plan, noting that:

- Phase 1 Commercial.
- Phase 2 (High Point) Residential-Mixed-Use.
- Phase 3 Residential-Mixed-Use.
- Phase 4 Residential/Mixed-Use.
- Phase 5 Commercial.

Mr. Harmon then addressed the 2021 Development Agreement between the City and the developer, noting that it makes no reference to the Annexation Agreement. He clarified that this does not imply the Annexation Agreement is invalid, but he observed that the Development Agreement doesn't reference the Annexation Agreement and uses the word "commercial" only once, and not in reference to the commercial ratio. He added that the only time the word commercial is used *"the city acknowledges the commercial structure on the North Valley parcels shall be deemed under construction upon site plan approval."*

Mr. Harmon noted that during the DRC review, staff confirmed multiple times that both the Woodbury building (approximately 98,000 square feet) and H3 Plastics (approximately 60,000 square feet) were considered commercial buildings. He stated that this results in approximately 160,000 square feet of commercial space currently in the Lake City Row Planned Community Development. He explained the significance of this in relation to the commercial-to-residential ratio of 100 square feet of commercial space per residential unit. Given the total of 1,058 entitled dwelling units, the project as a whole remains within the required ratio when viewed collectively, consistent with the developer's intent.

Mr. Harmon further discussed benchmarks in the Annexation Agreement, which specify commercial construction triggers based on residential build-out:

- 25% residential completed at least 10% commercial under construction.
- 50% residential completed at least 20% commercial under construction.
- 75% residential completed at least 30% commercial under construction.
- 100% residential completed at least 75% commercial under construction.

Mr. Harmon noted that while some commercial areas are built out, other designated commercial parcels remain vacant, highlighting the phased nature of the project and the alignment with the benchmarks. He referenced the Woodbury Building and the Arza Apartments, noting that the latter currently occupies multiple parcels within the project. He indicated that the total number of units was not immediately available and deferred to Mr. O'Brien for confirmation.

Mr. O'Brien replied that it used to be named AF860 Apartments and AF3 Apartments and Walton Lane Townhomes that are non-Bach projects.

Mr. Harman explained that the AF860 Apartments project consists of five planned phases (Buildings A–E), but a sixth building—recently completed—is also part of the development. He highlighted that Phase 3 (zoned HD Residential–Mixed Use) includes nearly 1,000 apartment units across the Arza, Soul Haven, and Walton Townhomes projects, yet no commercial space has been developed in that phase. Similarly, Phase 2, which includes the Elevate at 620 Apartments (a Bach Homes property – not the same owners as High Point with 338 units), is about one-third complete and contains zero commercial. Despite the zoning designation requiring mixed use, the actual development has consisted entirely of residential uses so far.

Mr. Harman pointed out that remaining portions of Phases 4 and 5 could still accommodate commercial uses, which would help balance the residential-to-commercial ratio in line with the overall planned community intent. He argued that interpreting zoning correctly requires looking at the planned community as a whole, not by individual phases. To date, the project has met and even exceeded the ratio requirement when considered comprehensively commercial in commercial-designated areas and residential in residential-designated ones. He further stated that the city's Section 507 code supports this interpretation, requiring only a "combination" of use types within a planned community, without specifying which types must be mixed. Because the provision is vague and ambiguous, it should be read in favor of the applicant. Finally, Mr. Harman offered a Google map he created showing the project's current layout, with the various phases labeled for reference.

Mr. Harman emphasized the importance of understanding the annexation and development agreements, noting that the specific wording in those documents is critical. He pointed out that the development agreement's first recital explicitly states that the *"developers are the owners of approximately 6.29 acres of land located within the Lake City Row, a master planned community development project."* He explained that this confirms the entire 6.29 acres is part of a single planned community development project, which aligns with the city code language stating that a planned community development project *"shall include"* a combination of uses. This supports his earlier argument that the project must be viewed as a whole, rather than evaluating each phase independently.

Council Member Hunter questioned Mr. Harman's reference to the 6.29-acre figure in the development agreement, noting that the overall project area appears to be much larger. He asked for clarification on whether the 6.29 acres referred to the entire development or only to Phase Two, since the total project clearly extends beyond that acreage. He emphasized that the figure likely applies just to the specific parcel along the highway, not the full mixed-use development area.

Mr. Harman clarified that the 6.29 acres mentioned in the development agreement refer specifically to the parcel owned by the developers named in that agreement. However, he explained that the agreement also notes cooperation with additional developers involved in the broader project. The master developer, Buck Swaney, owned the overall property and was the primary signatory to both the annexation agreement and the development agreement relating to the entire master planned project.

Council Member John asked whether the master developer, Buck Swaney, still owns or controls the remainder of the project area that hasn't yet been built or sold. Council Member Hunter interjected, noting that Mr. Harman could not speak to ownership details because Swaney is not his client, and Council Member Hunter clarified that Swaney does not own all of Phase 4.

Mr. Harman confirmed he was unsure of current ownership beyond the specific parcel referenced in the development agreement, acknowledging that he only knew Swaney owned that portion. Council Member Hunter added that, since Swaney no longer owns certain parts, it would be speculative ("pontification at best") to suggest what future development there might include.

Mr. Harman replied that even if Mr. Swaney doesn't currently own those parcels, the same agreements and zoning designations still apply to those phases. Council Member John questioned how parcels could be bound by the same agreement if the signatory no longer owns them, while Mayor Frost observed that those parcels must be counted as part of the larger project area to make up the total 100 acres covered by the annexation and development agreements.

Ms. Schriever advised the Council to personally review the development agreement to fully understand its scope and intent. She cautioned that the discussion had become overly broad, and the agreement might not be as all-encompassing as some comments suggested. From her perspective, the key point in the development agreement is that it incorporates the approved concept plan, layout plan, and ordinance, which are central to the issue under consideration. She added that there may have been misunderstandings or misrepresentations from both sides regarding what the agreement contains and encouraged the council to carefully read and interpret the document themselves.

Council Member John asked whether portions of the project being categorized as commercial were light industrial, and whether the city's zoning code distinguishes between those two use types.

Mr. O'Brien explained that, within the city's commercial design, light industrial is not separately defined or called out. While there is light industrial within the area, there is also space that qualifies as commercial under the city's permitted use standards. He clarified that from the city's standpoint, the project contains a mix of uses—some light industrial, some commercial—but the 97,000 square feet figure previously referenced does not represent 97,000 square feet of purely commercial space.

Council Member John reiterated that distinction was important, since what had been described sounded more like light industrial than commercial, which he viewed as a different type of use. Mr. O'Brien added more detail, noting that there was anticipated office space in Pando including approximately 14,720 square feet of office space, a significant amount of open warehouse/flex space, and some commercial gym space—all of which together make up the square footage being discussed.

Ms. Schriever asked Mr. O'Brien to clarify what he meant by *"Pando."* Mr. O'Brien explained that Pando refers to the Woodbury development, identifying it as the peninsula-shaped area shown on the map. Council Members John and Hunter confirmed their location and boundaries, noting that it does not extend all the way across the area.

Mr. Harman then remarked that the developers had no control over how the commercial areas were ultimately developed and questioned why the city would have approved uses beyond what the zoning allowed if any non-commercial uses had occurred. Ms. Amy Walker added that Section 507 B.2 of the city code explicitly permits light industrial and manufacturing as allowable components within a planned community development, clarifying that such uses are consistent with the zoning framework being discussed.

Council Member John asked which parts of the development agreement the council needed to review. Council Member Taylor inquired whether the intent was to go through the agreement that evening, to which Council Member Hunter responded that he was not prepared to do so and would need additional time for review. Council Member Taylor agreed, stating that they should not rush through the document and make a decision the same night.

Mr. Harman then offered a general statement about the Elevate at 620 Apartments, a project completed about a year earlier by Bach Homes. He described it as a high-quality residential development with extensive amenities, including a pool with a lazy river, gazebos, fire pits, hot tubs, and a central courtyard with open space. The project also features townhomes surrounding the main apartment building, a design intended for residents who prefer not to own a home but also do not want traditional apartment living. He added that the High Point project would follow a similar but smaller model, with a mix of apartments and townhomes. Drawing on his own experience as a former city council member in North Salt Lake, Mr. Harman acknowledged that councils often react negatively to apartment proposals but emphasized that modern apartment communities are very different from those of the past and can add significant value to a city.

Mayor Frost thanked everyone for the discussion and acknowledged the complexity of the topic, noting that the council has reviewed many similar issues before. He suggested that, rather than making decisions immediately, the council should take time to thoroughly review the development agreement and support documentation. He humorously compared it to "take-home reading" — something to study carefully before coming back better prepared for further discussion.

Council Member Carroll agreed, stating she would like more information about other nearby projects developed under similar circumstances. She said reviewing the deliberations and background discussions on those projects would provide better context for understanding the current proposal. She also expressed interest in re-reading the development agreement in light of what she had heard during the meeting, and in reviewing previous meeting minutes and video recordings related to the project.

Mayor Frost then asked Ms. Schriever whether the visual renderings or "fancy renditions" presented by the developer would factor into the council's decision-making, noting that they often appear polished but may not be decisive in evaluating compliance or approval.

Ms. Schriever noted that the council is welcome to review renderings and prior applications if they find them informative. However, she emphasized that the applicants should have an opportunity to review any materials the council considers in its deliberations. She clarified that the renderings came from Buck Swaney, the master developer.

Mayor Frost confirmed that the renderings were indeed provided by Mr. Swaney and included elements like grocery stores, which are not part of the current proposal. Ms. Schriever added that there is a distinction between the current appeal before the council and the broader scope of the development. She stated that if there is any ambiguity, reviewing such materials could help inform the council about how the ordinances and development agreement have been applied in the past.

Council Member Hunter asked whether Bach Homes would not consider a traditional vertical mixed-use commercial component in Phase Two of the project.
Mr. Harman responded that Bach Homes focuses exclusively on residential and does not develop commercial spaces, as their experience shows it is not financially viable for a residential property owner to operate commercial uses. Council Member Hunter clarified that mixed-use generally implies commercial activity, and Mr. Harman confirmed their intent is strictly residential.

Council Member Hunter then asked about the Elevate 620 project, noting it includes amenities such as salons, yoga studios, and playrooms that go beyond traditional apartments. He asked whether similar features would be part of the Phase Two development north of 620.

Mr. Harman explained that such amenities at Elevate 620 are for resident use only. For example:

- The yoga studio and playroom are attached to the fitness center, designed so parents can supervise children while working out.
- The salon has two chairs and could theoretically be rented to a resident, but this was not the original intent.

He emphasized that these features are amenities for residents, not commercial operations, and have not yet been rented out.

Council Member Hunter asked for clarification on whether there had been any interest in renting out amenity spaces (like the salon or yoga studio) to residents. Mr. Harman responded that he was unsure how actively that had been pursued and did not have a definitive answer.

Council Member Hunter explained that understanding the intent behind Phase Two is important to him, as much of the discussion had focused on creating community or gathering spaces—places for residents to socialize or access services like groceries, haircuts, or yoga. He said knowing Bach Homes' intent for amenities in the north-side Phase Two would help him assess whether the project aligns with that vision. Mr. Harman clarified that Phase Two will include similar resident-focused amenities, such as workout facilities, but noted that High Point is smaller than Elevate 620, so it may not have the same scale of pool or other features.

Council Member Hunter clarified that High Point refers to the northwest corner of the site, while Bach Homes also controls the northeast portion, which will be called Summit. Mr. Harman noted that Summit has not yet come before the council, partly because they are observing how Phase Two is treated.

Council Member Hunter reflected that, given earlier comments about how modern apartments differ from traditional complexes, projects like Elevate 620 might represent a model for what Bach intends at High Point and Summit. He emphasized that decisions made for Phase Two will likely influence Summit, so understanding intent is important. Mr. Harman reiterated that both High Point and Summit will include amenities, but there is no intent to add commercial uses such as coffee shops or dry cleaners. Council Member Hunter acknowledged the answers but indicated he would need more time to digest the information.
Mr. Harman also noted that similar projects like Soul Haven, Walton Townhomes, and Arza are residential-only, with no commercial, and he was unsure of the amenities they include beyond exterior observations.

Council Member Hunter then addressed terminology in the materials previously sent, noting that page 49 referenced "possible mixed-use", whereas page 60 omitted "possible", emphasizing the importance of precise wording. He suggested that aligning intent and terminology could foster a better relationship between the council and Bach Homes, focusing on creating a community-oriented, amenity-rich experience with potential opportunities for retail or traditional commercial components in future phases, rather than getting bogged down in semantics.

Council Member Taylor emphasized to Mr. Harman that while the quality of developments like Elevate is appreciated, the council also has a vision for how future phases—including Summit—should contribute to the community. They suggested that incorporating amenities or commercial elements in Summit might not be a stretch for a builder of Bach's caliber and could be mutually beneficial, enhancing both the developer's goals and the council's vision. He stressed that cooperation would likely produce the best outcomes and encouraged Mr. Harman to keep that in mind when reviewing future phases.

Mr. Harman responded that he encourages the council to review affidavits from Buck Swaney and Todd Young to understand the original intent behind the project. He noted that the project has generally proceeded as intended, with commercial components planned but not always developed in the way anticipated. He pointed out that if the commercial ratio were applied strictly to each property, High Point and Summit would require nearly 60,000 square feet of commercial space, which is substantial, especially given that earlier projects like Soul Haven, Arza, Walton Townhomes, and Elevate were not required to meet the same commercial thresholds.

Council Member Taylor raised the idea of establishing a timeline for the council to review materials and reach a decision, expressing a desire to demonstrate good faith in moving the process forward. He asked whether anyone felt comfortable committing to a schedule.

Mayor Frost responded that while an exact date cannot be guaranteed immediately, the council could aim for a decision by the end of November, noting the upcoming council meetings and holiday schedule. He suggested using the last November meeting or the first meeting after the holidays to finalize discussions, giving the council adequate time to review the development agreement and related materials.

Council Member Hunter proposed to table this item. Council Member Taylor seconded the motion. Voting was as follows:

RESULT:	**TABLED [UNANIMOUS]**
MOVER:	Ryan Hunter, Council Member
SECONDER:	Clark Taylor, Council Member
YES:	Taylor, Carroll, Hunter, John, Holley

2. Adjourn

Council Member Hunter moved to adjourn the meeting. Council Member John seconded the motion. All were in favor.

The meeting adjourned at 6:10 pm

Stephanie Finau

Stephanie Finau, Deputy Recorder