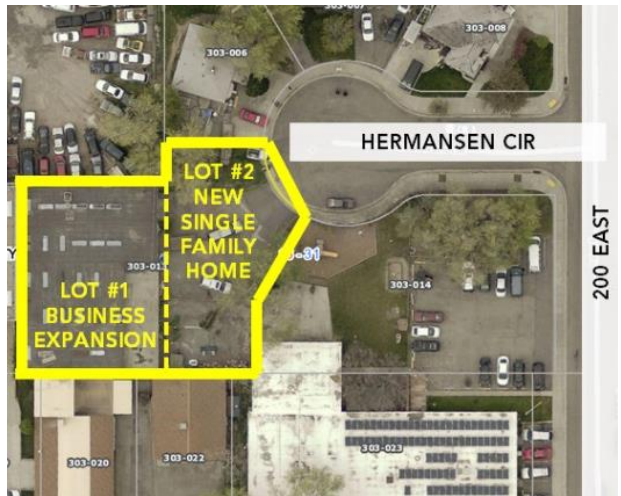




**CITY COUNCIL STAFF REPORT**

**MEETING DATE:** 6 December 2017  
**PROJECT NUMBER:** GP-17-002 & Z-17-004  
**REQUEST:** A recommendation to the City Council to amend the General Plan future land use map designation and the zoning map designation of the west half of the parcel located at 166 E Hermansen Circle, from Low Density Residential to General Commercial.  
 A recommendation to the City Council to amend the Zoning Map to change the zone of the west half of the parcel located at 166 E Hermansen Circle, from R-1 Residential to Commercial Corridor.  
**APPLICANT:** R & L Holdings, LLC  
**PREPARED BY:** Alexandra White, City Planner

**SYNOPSIS:** R&L Holdings is seeking to redevelop the west half of an existing parcel located at 166 E. Hermansen Circle. The applicant is proposing removing an existing nonconforming warehouse from the property. The applicant would like to build a new warehouse for their existing business that abuts the west property boundary. They would also like to build a new single family home that would front Hermansen Circle.



The application requires both a General Plan future land use map amendment and a Zoning map amendment for the west portion of the property. The Planning Commission approved a subdivision plat amendment to relocate the parcel line, subject to City Council approval of the General Plan future land use map amendment, zoning map amendment, and development agreement.

| EXISTING GENERAL PLAN MAP / ZONING MAP DESIGNATION | EXISTING USE                        | SURROUNDING GENERAL PLAN MAP DESIGNATION          | SURROUNDING ZONING MAP DESIGNATION     | SITE IMPROVEMENTS REQUIRED                              | SIZE OF PROPOSED PROPERTY |
|--|-------------------------------------|---|--|---|---------------------------|
| Low Density Residential/<br>R1 Residential         | Unpermitted,<br>Vacant<br>Warehouse | Low Density Residential and<br>General Commercial | R1 Residential and Commercial Corridor | Subject to all Design Standards, Landscape, and Parking | 0.17 AC of<br>0.32 AC     |

**PLANNING COMMISSION RECOMMENDATION:**

Unanimous approval for a recommendation to the City Council to amend the General Plan future land use map designation, from Low Density Residential to General Commercial, and the Zoning Map designation, from R-1 Residential to Commercial Corridor, of the west half of the parcel located at 166 E Hermansen Circle, with the following condition:

1. The applicant shall enter into a development agreement.



## CITY COUNCIL STAFF REPORT

### GENERAL INFORMATION:

**Location:** 166 E. Hermansen Circle

**Proposed Project Size:** 0.32 Acres

### **Surrounding General Plan Future Land Use Map Designations**

North: General Commercial & Low Density Residential

South: General Commercial

East: Low Density Residential

West: General Commercial

### **Surrounding Zoning Map Designations**

North: Commercial Corridor & R1 Residential

South: Commercial Corridor

East: R1 Residential

West: Commercial Corridor

### **Surrounding Current Land Uses**

North: Single Family Home & Tow Yard

South: Commercial Office/Warehouse

East: Commercial Daycare

West: Commercial Office/Warehouse

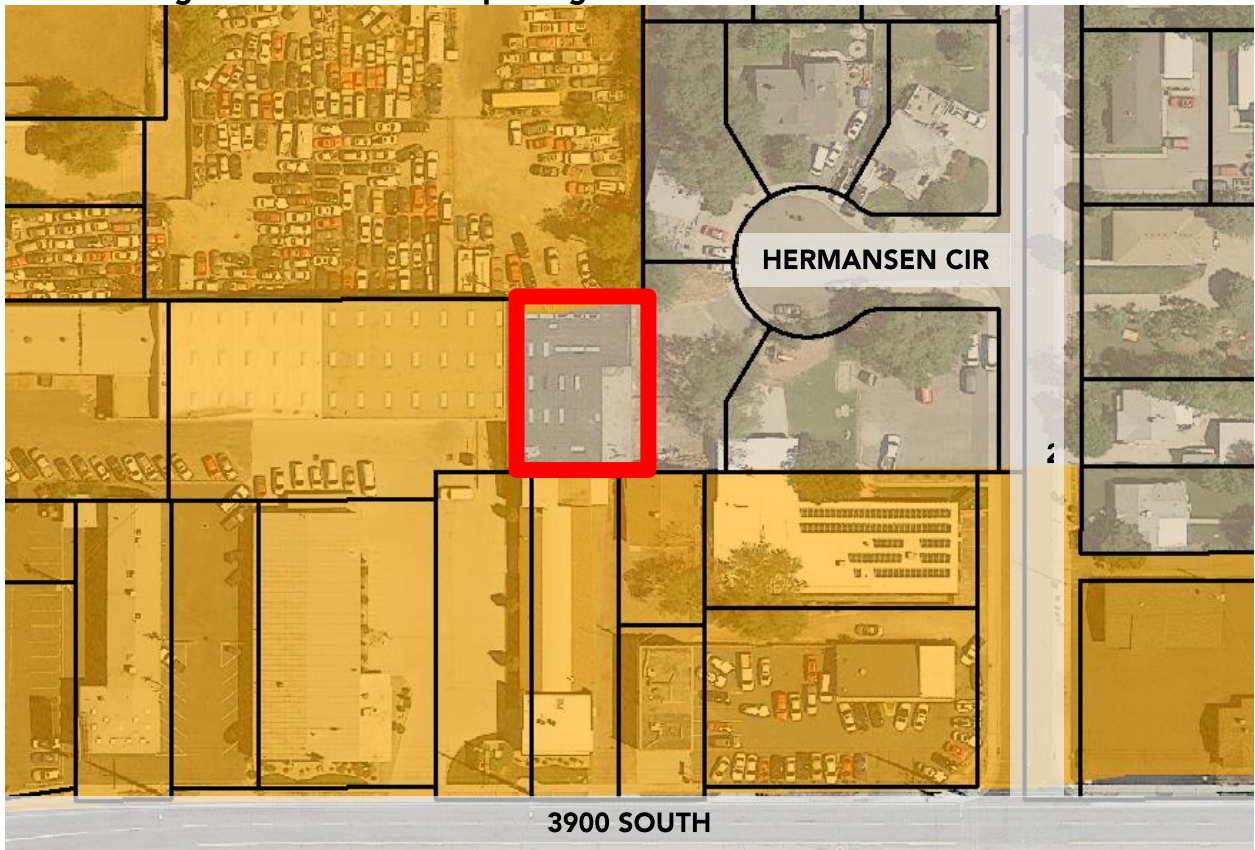
**Figure 1: Aerial Site Plan**



**Figure 2: Street Views**



**Figure 3: Existing Future Land Use Map Designations**

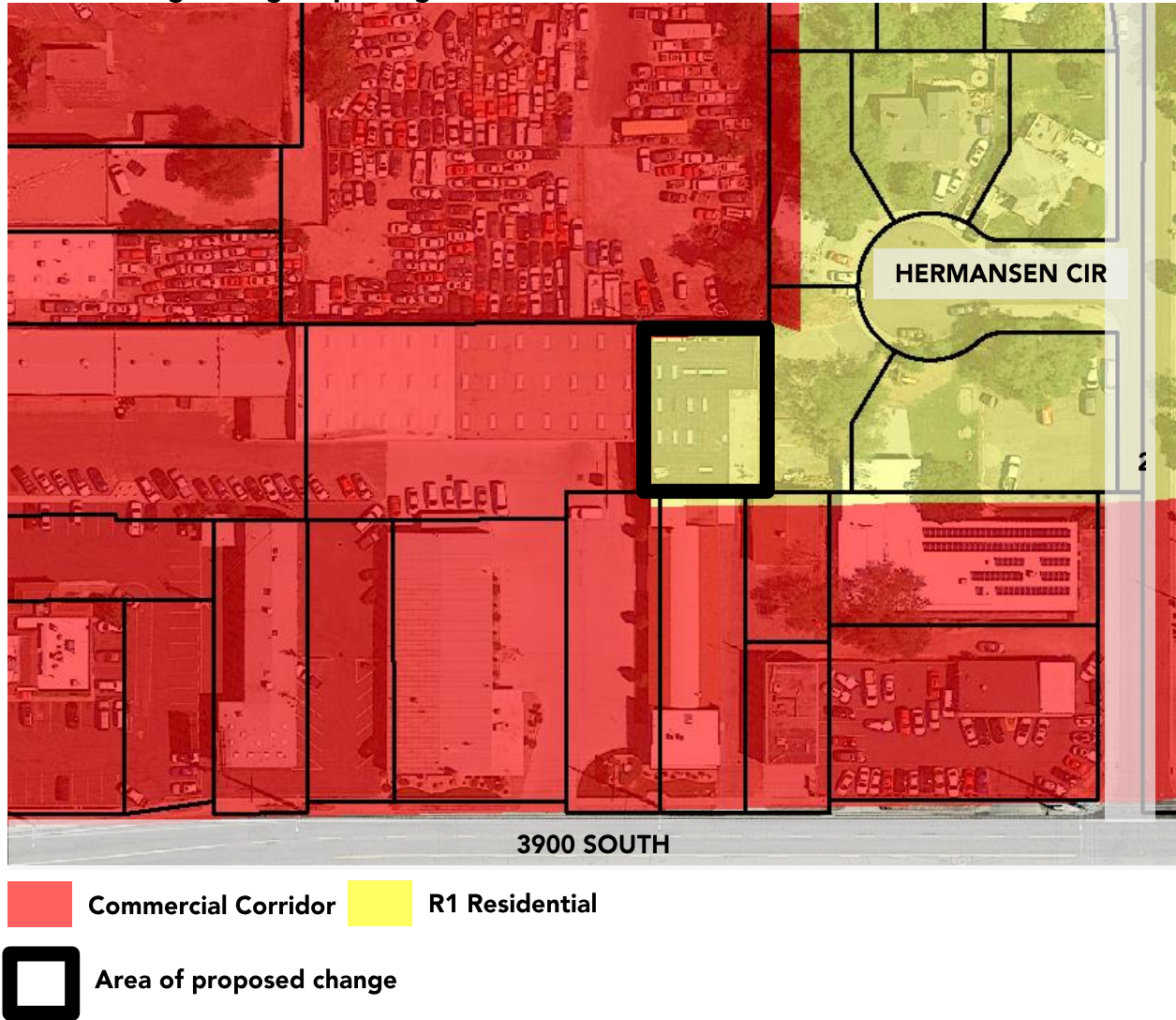


 General Commercial

 Low Density Residential

 Area of proposed change

**Figure 4: Existing Zoning Map Designations**



**APPLICANTS PROPOSAL:**

The applicant is petitioning for a General Plan Map amendment to designate the west half of the parcel from Low Density Residential to General Commercial and a petition for a Zoning Map amendment to designate the west half of the parcel from R1 Residential to Commercial Corridor. The applicant would like to demolish and existing unpermitted warehouse and build a new warehouse/office to expand their existing business that is located to the south and west of the proposed project site. The proposal would leave the east half of the property as a buildable residential lot. The applicant has plans to build a new single family residential home on the east portion of the remaining lot.

Figure 5: Proposed General Plan Map Amendment

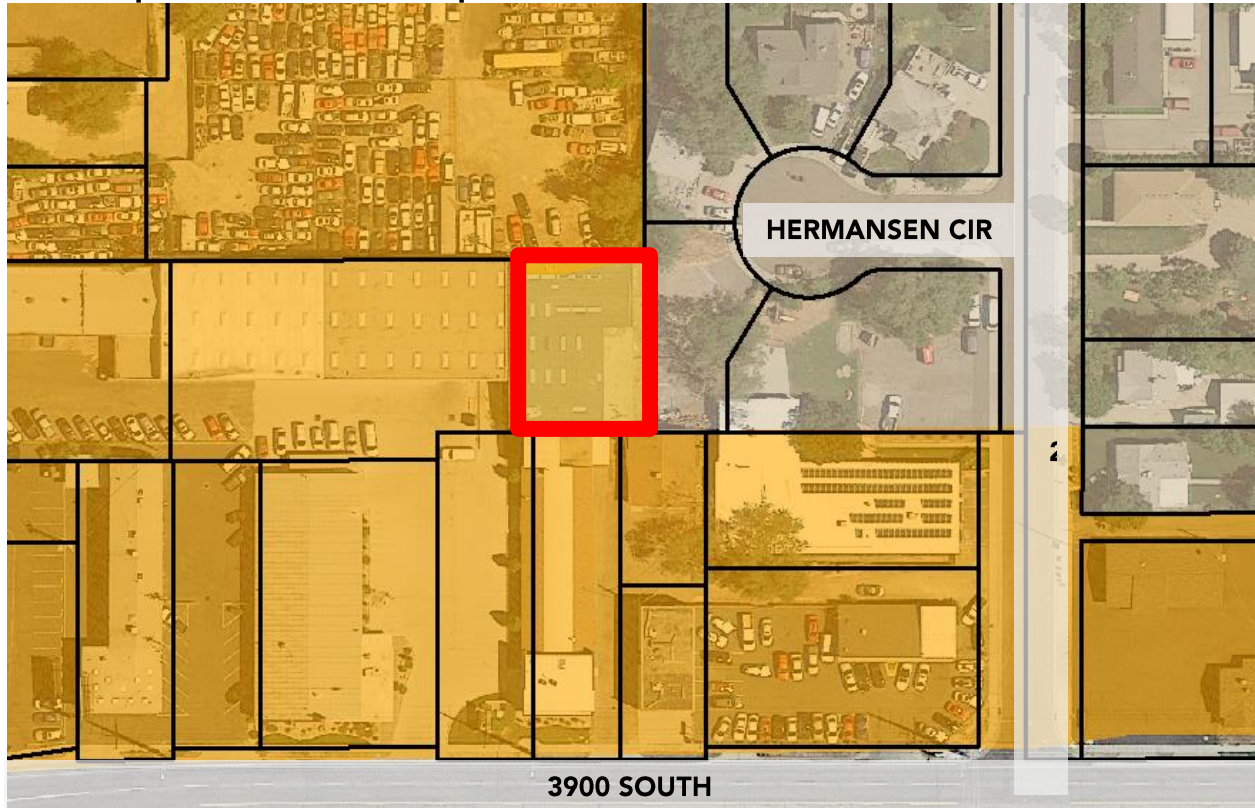
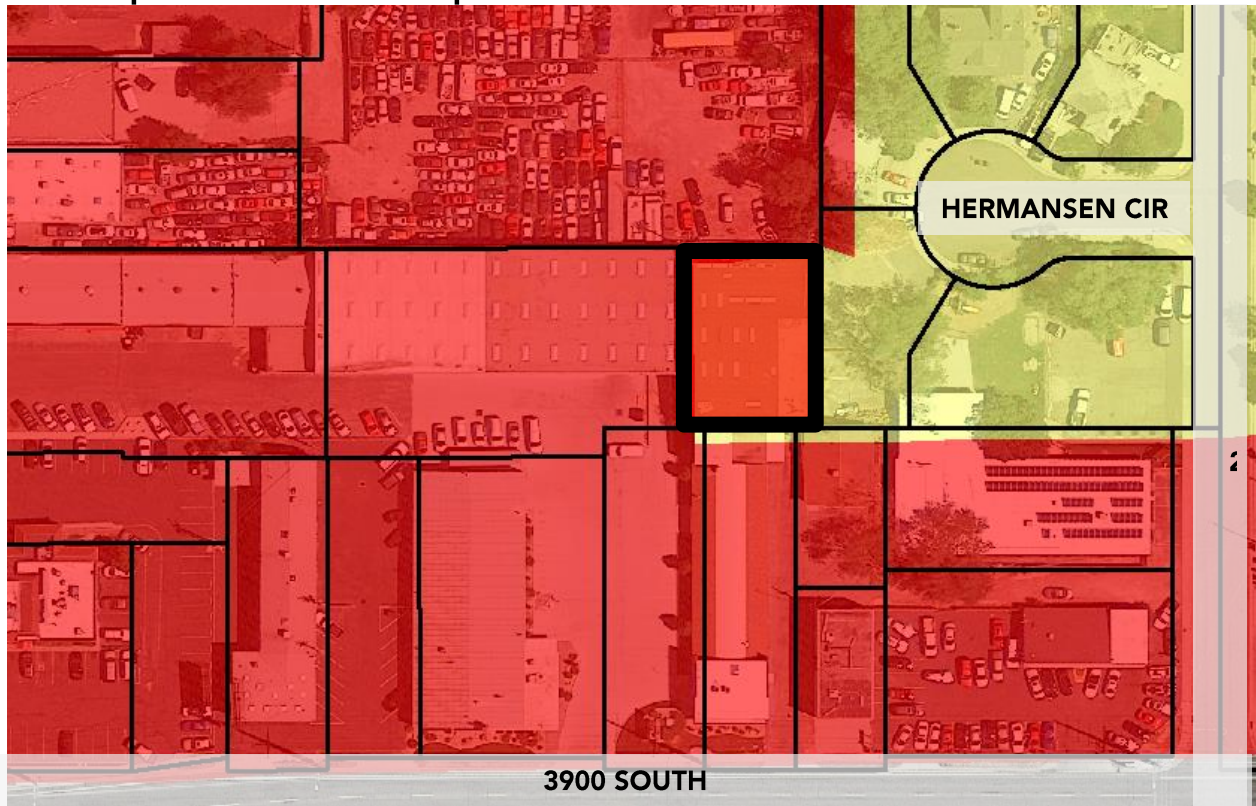
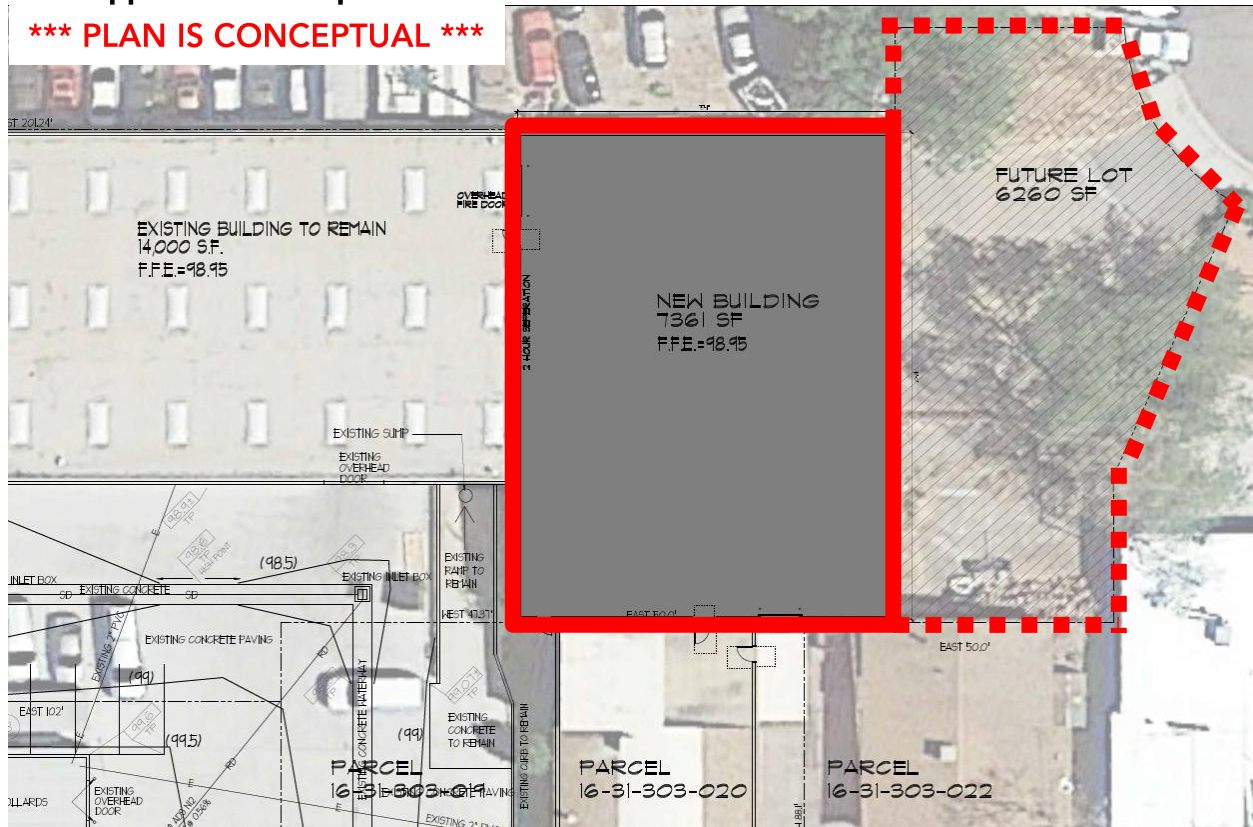


Figure 6: Proposed General Plan Map Amendment



**Figure 7: Applicant's Concept Plan**

**\*\*\* PLAN IS CONCEPTUAL \*\*\***



**Access:** Access to the new building will be through the applicants business located along 3900 South. Access to the new single family residential lot will be from Hermansen Circle.

**Site and Building Requirements:** Any new construction on any of the proposed parcels will be required to meet all requirements of the Commercial Design Standards and the Residential Design Standards of the South Salt Lake Municipal Code.

### **GENERAL PLAN CONSIDERATIONS:**

**Goal LU-1.** Regulate land uses based on compatibility with surrounding uses, residential areas and economic feasibility. Maintain residential, business and industrial areas that are vibrant and where the health and safety of all are protected.

**Goal LU-3** Appropriately seek the redevelopment of legal non-conforming uses, properties and structures to be more conforming over the long term.

**Goal LU-7.** Protect low density residential areas adjacent to business districts

### **COMMUNITY PRESERVATION:**

The applicant is proposing amendments to allow for a new commercial warehouse addition to their existing business. The proposal preserves a single family residential lot on Hermansen, which the applicant has committed to building. This proposal allows an existing nonconforming warehouse site to be converted back to a single family property. There will be a landscape buffer between the future single family home and the new commercial warehouse. This proposal preserves the community and residential neighborhood.

### **STAFF ANALYSIS:**

Staff has worked with the applicant on the proposed application. The property at 166 E. Hermansen Circle is a unique property. Based on South Salt Lake records, there is no evidence that the property has ever had a valid business license at this location. The property itself and the existing nonconforming warehouse is located in the R1-Residential land use district. Therefore, only non-commercial uses are allowed. Furthermore, the property is nonconforming to current building, fire, engineering, and planning code regulations. The applicant approached the City with the idea of removing the nonconforming structure to allow room for them to rebuild and expand their existing business located to the south and west of the property. The applicants proposal would expand the west portion of the proposed lot to accommodate for additional commercial space, while keeping a residential lot along Hermansen Circle. The Planning Commission unanimously approved the application for both the General Plan future land use map amendment and the Zoning map amendment. They also unanimously approved the subdivision plat amendment subject to City Council approval and a development agreement.

### **CITY COUNCIL OPTIONS:**

#### **A. Recommendation of Approval**

**A recommendation to the City Council to amend the General Plan future land use map designation, from Low Density Residential to General Commercial, and the Zoning Map designation, from R-1 Residential to Commercial Corridor, of the west half of the parcel located at 166 E Hermansen Circle, for the following reasons:**

1. The potential redevelopment of the property regulates land uses based on compatibility with surrounding uses, residential areas and economic feasibility. Maintain residential, business and industrial areas that are vibrant and where the health and safety of all are protected.
2. The potential redevelopment of the property seeks to bring a non-conforming structure and use into compliance with current code requirements.
3. New development will enhance the Commercial Corridor, while creating a new buildable single family residential lot.

#### **B. Recommendation of Denial**

**A recommendation to the City Council to deny the General Plan future land use map designation, from Low Density Residential to General Commercial, and the Zoning Map designation, from R-1 Residential to Commercial Corridor, of the west half of the parcel located at 166 E Hermansen Circle, for the following reasons:**

1. Encroachment into the residential district should be done on a larger scale with significant amenities and buffers installed to upgrade the neighborhood.

#### **Option 3: Continuance**

Continuance due to issues raised during the staff presentation.

### **ATTACHMENTS:**

1. Development Agreement
2. Plat
3. Planning Commission Minutes

**WHEN RECORDED RETURN TO:**

South Salt Lake City  
Attn: Craig Burton, City Recorder  
220 East Morris Avenue  
South Salt Lake, UT 84115

**DEVELOPMENT AGREEMENT  
FOR THE \_\_\_\_\_ PROJECT**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and among R&L Holdings, LLC, a Utah Limited Liability Company ("Developer") and SOUTH SALT LAKE CITY, a municipality and political subdivision of the State of Utah (the "City"). Developer the City are hereinafter sometimes referred to individually as a "Party" or collectively as the "Parties."

**RECITALS**

A. Developer is the owner of that certain parcel of property located at 166 East Hermansen Circle located within the boundaries of the City as more particularly described in Exhibit "A" (the "Property").

B. An amended subdivision plat has been approved by the City dividing the Property into two parcels as more fully described in the amended subdivision plat attached hereto as Exhibit "B" and incorporated by this reference.

C. Developer has applied for a general plan amendment and zoning map amendment to change the zone of the west half of what was previously lot \_\_\_\_ of the \_\_\_\_\_ subdivision and, pursuant to the amended subdivision plat, is now a separate legal parcel as more fully described in Exhibit "B".

D. The Project is intended to provide for the potential redevelopment of the Property to make it compatible with surrounding uses, bring a nonconforming structure and use to the compliance with current code requirements, and enhance the commercial corridor while creating a new, buildable single family residential lot.

E. The City, acting pursuant to its authority under UTAH CODE ANN. §§ 10-9a-101, *et seq.*, has made certain determinations with respect to the Project and in the exercise of legislative discretion, has elected to process and approve this Agreement after all necessary public hearings and procedures have been conducted.

**AGREEMENT**

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



1. **Incorporation of Recitals.** The Recitals and Exhibits are hereby incorporated by reference as part of this Agreement.

2. **Condition Precedent.** As a condition precedent to the obligations of the Parties hereunder, this Agreement is contingent upon and shall only become effective at such time, and in the event that, the City Council, in the independent exercise of its legislative discretion, elects to approve the proposed general plan amendment and zoning map amendment. This agreement is not intended to and does not affect or in any way bind or supersede the independent exercise of legislative discretion by the City Council in deciding whether to approve or deny the general plan amendment and zoning map amendment.

3. **Conditions of Approval to Assure Implementation of Project Objectives.** As part of this Agreement, Developer agrees to the following conditions with respect to the project:

A. Demolish the existing building located on the property.

B. Prepare the site for construction of a new commercial building on the newly created parcel that has been rezoned to the commercial corridor designation.

C. Prepare amended lot \_\_\_\_\_ of the \_\_\_\_\_ subdivision for construction of a single family dwelling.

4. **Successors and Assigns.**

4.1. **Binding Effect.** This Agreement shall be binding upon all successors and assigns of Developer in the ownership or development of any portion of the Project.

4.2. **Assignment.** Neither this Agreement nor any of its provisions, terms or conditions may be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any such request for assignment may be made by letter addressed to the City as provided herein and the prior written consent of the City may also be evidenced by letter from the City to Developer or its successors or assigns. The assignment of the Project shall require the assignee to sign a form of acknowledgement and consent agreeing to be bound by the terms of this Agreement.

5. **Default.**

5.1. **Notice.** If Developer or the City fail to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a default has occurred shall provide notice to the other party as provided herein. If the City believes that the default has been committed by Developer, then the City shall also provide a courtesy copy of the notice to Developer.

5.2. **Contents of the Notice of Default.** The Notice of Default shall:

**5.2.1. Claim of Default.** Specify the claimed event of default;

**5.2.2. Identification of Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in default;

**5.2.3. Specify Materiality.** Identify why the default is claimed to be material; and

**5.2.4. Optional Proposed Cure.** If the City chooses, in its discretion, propose a method and time for curing the default which shall be of no less than sixty (60) days duration.

**5.3. Meet and Confer.** Upon the issuance of a Notice of Default, the Parties shall meet within ten (10) business days and confer in an attempt to resolve the issues that are the subject matter of the Notice of Default.

**5.4. Remedies.** If, after meeting and conferring, the Parties are not able to resolve the default, then the Parties may have the following remedies:

**5.4.1. Legal Remedies.** The rights and remedies available at law and in equity, including, but not limited to injunctive relief, specific performance and termination, but not including damages or attorney's fees.

**5.4.2. Enforcement of Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular default.

**5.4.3. Withholding Further Development Approvals and Suspending Business License.** The right to withhold all further reviews, approvals, licenses , building permits and/or other permits for future development on the Property.

**5.5. Public Meeting.** Before any remedy in Section 5.4 may be imposed by the City, the party allegedly in default shall be afforded the right to attend a public meeting before the Council and address the Council regarding the claimed default.

**5.6. Emergency Defaults.** Anything in this Agreement notwithstanding, if the Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 5.4 without meeting the requirements of Section 5.5. The City shall give Notice to Developer and/or any applicable successor or assign\_of any public meeting at which an emergency default is to be considered and the allegedly defaulting party shall be allowed to address the Council at that meeting regarding the claimed emergency default.

**5.7. Extended Cure Period.** If any default cannot be reasonably cured within sixty (60) days then such cure period may be extended as needed, by agreement of the Parties for good cause shown, so long as the defaulting party is pursuing a cure with reasonable diligence.

**5.8. Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.

**5.9. Force Majeure.** All time period imposed or permitted pursuant to this Agreement shall automatically be extended and tolled for: (a) period of any and all moratoria imposed by the City or other governmental authorities in any respect that materially affects the development of the Project; or (b) by events reasonably beyond the control of Developer including, without limitation, inclement weather, war, strikes, unavailability of materials at commercially reasonable prices, and acts of God, but which does not include financial condition of the Developer or its successors.

**6. Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended or if mailed be by certified mail, return receipt requested, postage prepaid to such Party at its address shown below:

To:

With a copy to:

To City:

South Salt Lake City  
Attn:  
Mayor  
220 East Morris Avenue  
South Salt Lake, Utah 84115

Any Party may change its address or notice by giving written notice to the other Parties in accordance with the provisions of this Section.

## **GENERAL TERMS AND CONDITIONS**

**1. Agreement to Run with the Land.** This Agreement shall be recorded in the Office of the Salt Lake County Recorder against the Property and is intended to and shall be deemed to run with the land and shall be binding on all successors in the ownership and development of any portion of the Property.

**2. Entire Agreement.** This Agreement, together with the Exhibits hereto, integrates and constitutes all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between

the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.

3. **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
4. **Non-Liability of City Officials or Employees.** No officer, representative, agent, or employee of the City shall be personally liable to Developer, or any successor-in-interest or assignee of Developer, in the event of any default or breach by the City or for any amount which may become due to Developer, or its successors or assignees, for any obligation arising out of the terms of this Agreement.
5. **No Third-Party Rights.** The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the City, Developer. The City, Developer alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.
6. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.
7. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.
8. **Survival.** All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.
9. **Public Information.** The Parties understand and agree that all documents related to this agreement will be public documents, as provided in UTAH CODE ANN. § 63G-2-101, *et seq.*
10. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.
11. **Counterparts.** This Agreement may be executed in multiple counter-parts which shall constitute one and the same document.

*(Signatures begin on following page)*

**IN WITNESS WHEREOF**, this Agreement has been executed by South Salt Lake City, acting by and through the South Salt Lake City Council, Salt Lake County, State of Utah, pursuant to Resolution No. \_\_\_\_\_, authorizing such execution, and by a duly authorized representative of Developer as of the above-stated date.

**SOUTH SALT LAKE CITY**, a Utah municipality and political subdivision of the State of Utah.

By: \_\_\_\_\_

Chair, City Council

ATTEST:

\_\_\_\_\_  
Craig Burton, South Salt Lake City Recorder

APPROVED AS TO FORM

\_\_\_\_\_  
Lyn Creswell, City Attorney

**R&L Holdings, LLC**, a \_\_\_\_\_  
\_\_\_\_\_

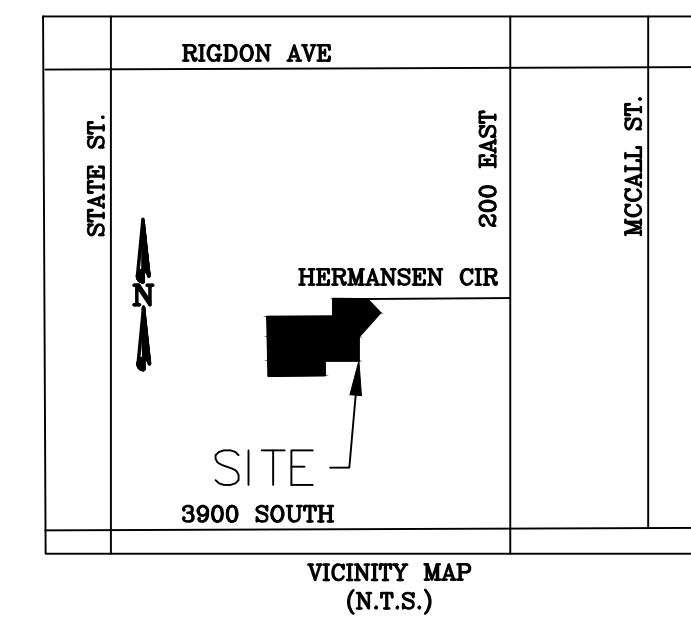
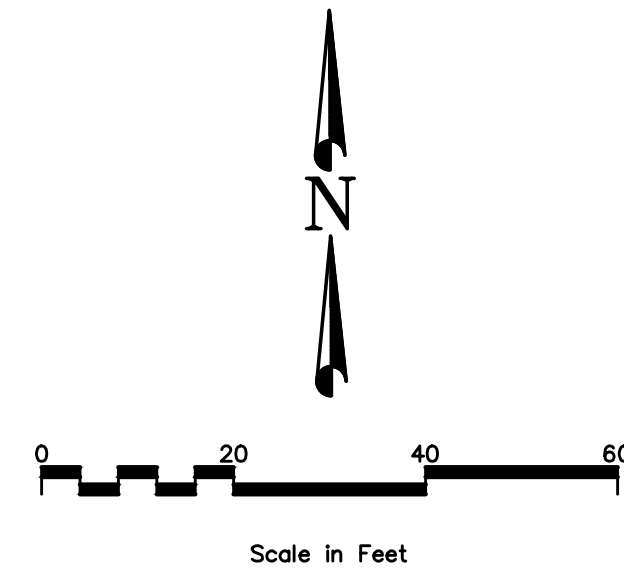
By: \_\_\_\_\_  
\_\_\_\_\_, its Manager

STATE OF UTAH                    )  
  :ss.  
COUNTY OF SALT LAKE    )

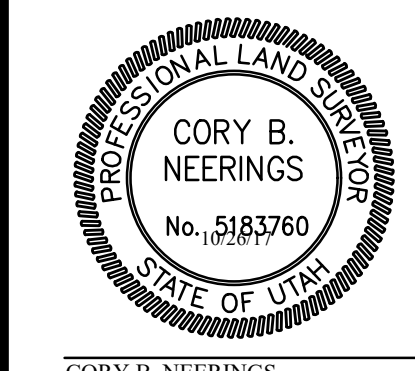
On the \_\_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that he is the \_\_\_\_\_ of R&L Holdings, LLC, a \_\_\_\_\_, and that the foregoing instrument was signed in behalf of said corporation and said \_\_\_\_\_ duly acknowledged to me that he executed the same for the purposes therein stated.

\_\_\_\_\_  
NOTARY PUBLIC

**DISPLAY SUBDIVISION PLAT A**  
 LOCATED IN THE LOT 2, BLOCK 17,  
 TEN ACRE PLAT "A", BIG FIELD SURVEY,  
 ALSO BEING IN THE SOUTHWEST CORNER OF SECTION 31,  
 TOWNSHIP 1 SOUTH, RANGE 1 EAST,  
 SALT LAKE BASE AND MERIDIAN  
 SOUTH SALT LAKE CITY, SALT LAKE COUNTY, UTAH



**SURVEYOR'S CERTIFICATE**  
 I, CORY B. NEERINGS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 5183760 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT ON JUNE 7, 2017 BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS "DISPLAY SUBDIVISION PLAT A" AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.



CORY B. NEERINGS  
 PLS 5183760

**BOUNDARY DESCRIPTIONS**

BEGINNING AT A POINT BEING SOUTH 89°57'50" EAST 283.60 FEET AND NORTH 0°02'10" EAST 172.10 FEET FROM THE SOUTHWEST CORNER OF LOT 2, BLOCK 18, TEN ACRE PLAT "A", BIG FIELD SURVEY;  
 THENCE NORTH 89°57'50" WEST 51.84 FEET;  
 THENCE NORTH 0°02'10" EAST 115 FEET;  
 THENCE SOUTH 89°57'50" EAST 273.82 FEET TO THE WEST LINE OF THE HERMANSEN SUBDIVISION;  
 THENCE NORTH 0°02'10" EAST 21.05 FEET TO THE NORTHWEST CORNER OF LOT 7 OF THE HERMANSEN SUBDIVISION;  
 THENCE SOUTH 89°57'50" EAST 52 FEET;  
 THENCE 44.67 FEET ALONG THE ARC OF A 43 FOOT RADIUS CURVE TO THE LEFT THRU A CENTRAL ANGLE OF 59°31'42" (CHORD BEARS SOUTH 28°52'30" EAST 42.69 FEET);  
 THENCE SOUTH 30°02'10" WEST 49.28 FEET;  
 THENCE SOUTH 0°02'10" WEST 40 FEET;  
 THENCE NORTH 89°57'50" WEST 167.95 FEET;  
 THENCE SOUTH 0°02'10" WEST 16 FEET;  
 THENCE NORTH 89°57'50" WEST 102.03 FEET TO THE POINT OF BEGINNING.

CONTAINS:  
 TWO (2) LOTS  
 0.831 ACRES  
 36,229 SQUARE FEET, MORE OR LESS

**BASIS OF BEARINGS:**  
 BASIS OF BEARINGS WAS ESTABLISHED AS NORTH 0°04'45" WEST BETWEEN THE BRASS CAP MONUMENTS AT THE INTERSECTION OF STATE STREET WITH 3300 SOUTH AND 3900 SOUTH STREETS

**OWNER'S DEDICATION**

\_\_\_\_\_, the owner of the described tract of land to be hereafter known as **DISPLAY SUBDIVISION PLAT A**, does hereby dedicate for the perpetual use of the public all streets, easements and other property as shown on this plat to be dedicated for public use and hereby consents and gives approval to the recording of this plat for all purposes shown therein.

In witness I have hereunto my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Advanced Display \_\_\_\_\_  
 Printed Name of Entity \_\_\_\_\_

By: \_\_\_\_\_ Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

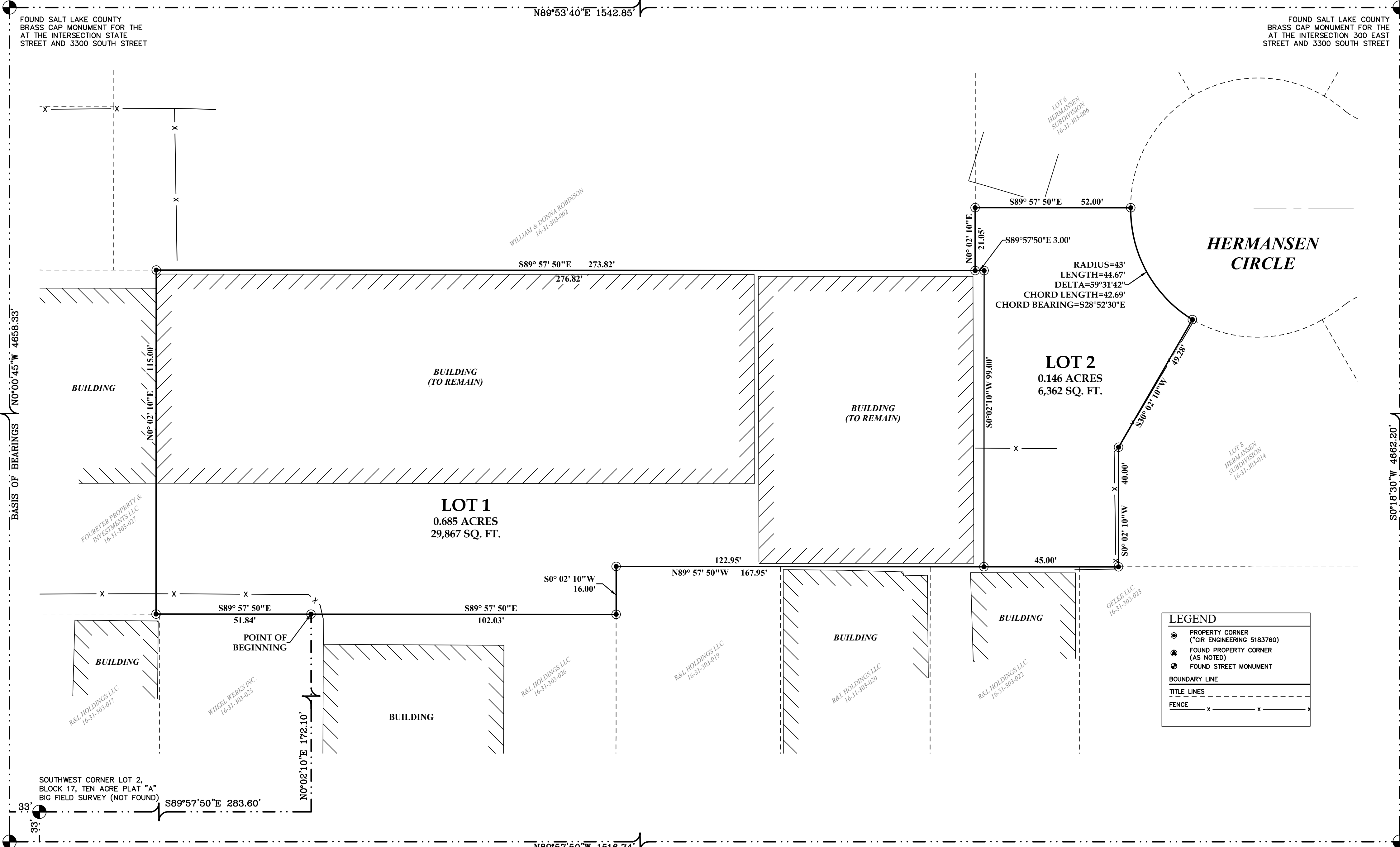
STATE OF UTAH }  
 COUNTY OF SALT LAKE }

On the \_\_\_\_\_ day of \_\_\_\_\_, in this year 2017, before me \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, of \_\_\_\_\_, proved on the basis of satisfactory evidence to be the person whose name is subscribed in the foregoing Owner's Dedication and Consent regarding the **DISPLAY SUBDIVISION PLAT A** and was signed by him/her on behalf of said \_\_\_\_\_ and acknowledged that he/she executed the same.

Commission Number \_\_\_\_\_ Signature \_\_\_\_\_  
 My Commission Expires \_\_\_\_\_ Print Name \_\_\_\_\_  
 A Notary Public Commissioned in Utah

**DISPLAY SUBDIVISION PLAT A**  
 LOCATED IN THE LOT 2, BLOCK 17,  
 TEN ACRE PLAT "A", BIG FIELD SURVEY,  
 ALSO BEING IN THE SOUTHWEST CORNER OF SECTION 31,  
 TOWNSHIP 1 SOUTH, RANGE 1 EAST,  
 SALT LAKE BASE AND MERIDIAN  
 SOUTH SALT LAKE CITY, SALT LAKE COUNTY, UTAH

APPLICAN/DEVELOPER  
 ADVANCED DISPLAY  
 139 EAST 3900 SOUTH  
 SALT LAKE CITY, UT. 84107



**LEGEND**

- PROPERTY CORNER (\*OR ENGINEERING 5183760)
- ⊙ FOUND PROPERTY CORNER (AS NOTED)
- ⊙ FOUND STREET MONUMENT

BOUNDARY LINE \_\_\_\_\_  
 TITLE LINES \_\_\_\_\_  
 FENCE x x x x x

|   |  |  |  |   |   |
|---|--|--|--|---|---|
| PREPARED BY:<br><b>CIR ENGINEERING, L.L.C.</b><br>3032 SOUTH 1030 WEST, SUITE 202<br>SLC, Utah 84119 - 801-949-6296 | FIRE MARSHAL<br>APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20 ____ BY THE SOUTH SALT LAKE CITY FIRE MARSHAL<br>_____<br>FIRE MARSHAL                               | COMCAST<br>APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20 ____<br>_____<br>COMCAST  | CENTURY LINK<br>APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20 ____<br>_____<br>CENTURY LINK  | DOMINION ENERGY<br>APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20 ____<br>_____<br>DOMINION ENERGY   | ROCKY MOUNTAIN POWER<br>APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20 ____<br>_____<br>ROCKY MOUNTAIN POWER   |
|   | CITY PUBLIC UTILITIES DEPT.<br>APPROVED AS TO SANITARY SEWER AND WATER DETAILS THIS _____ DAY OF _____ A.D. 20 ____<br>_____<br>SALT LAKE CITY PUBLIC UTILITIES DIRECTOR | SALT LAKE COUNTY HEALTH DEPARTMENT<br>APPROVED THIS _____ DAY OF _____ A.D. 20 ____ BY THE SALT LAKE COUNTY HEALTH DEPARTMENT<br>_____<br>SALT LAKE COUNTY HEALTH DEPARTMENT | CITY ENGINEER<br>I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND ITS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20 ____<br>_____<br>SOUTH SALT LAKE CITY ENGINEER | SOUTH SALT LAKE CITY COMMUNITY DEVELOPMENT<br>APPROVED THIS _____ DAY OF _____ A.D. 20 ____ BY THE SOUTH SALT LAKE CITY COMMUNITY DEVELOPMENT DEPARTMENT<br>_____<br>COMMUNITY DEVELOPMENT DIRECTOR | CITY ATTORNEY<br>APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20 ____<br>_____<br>SOUTH SALT LAKE CITY ATTORNEY |

|   |                   |
|---|-------------------|
| SALT LAKE COUNTY RECORDER   | DATE: 10/26/17    |
| STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILE AT THE REQUEST OF _____ | SCALE: 1"=20'     |
| DATE _____ TIME _____ BOOK _____ PAGE _____                                   | PAGE: 1 OF 1      |
| FEE _____ SALT LAKE COUNTY RECORDER   | PROJECT # S17-063 |

***Planning Commission Regular Meeting Minutes***  
*Thursday, September 7, 2017*  
*City Council Chambers*  
*220 East Morris Avenue*  
*Time 7:00 p.m.*

**Commission Members Present:** Jeremy Carter, Presiding  
Ray deWolfe  
David Veenstra  
Stacey Holscher  
Laura Vernon

**Staff Members Present:** Michael Florence, Community Development Director  
Francis Lilly, Deputy Community Development Director  
Alexandra White, City Planner  
Lynn Creswell, City Attorney

**Moment of Reflection:** Chair Carter

**Pledge of Allegiance:** Commissioner Holscher

**Motion to Approve the Agenda:** Commissioner deWolfe

**Second to the Motion:** Commissioner Veenstra

**Vote:** Unanimous

**New Business**

- GP-17-002
- Z-17-004

1. **A Recommendation to the City Council to Amend the General Plan Future Land Use Map Designation of the West Half of the Parcel Located at 166 E. Hermansen Circle, from Low Density Residential to General Commercial.**

**A Recommendation to the City Council to Amend the Zoning Map to Change the Zone of the West Half of the Parcel Located at 166 E. Hermansen Circle, from R-1 Residential to Commercial Corridor.**

**Action Item**

**Address** 166 East Hermansen Circle

**Applicant** R&L Holdings, LLC



City Planner, Alexandra White, stated that the above item was brought to the Planning Commission at the previous meeting, but it had to be renoticed to include the second component of the request. The applicant was requesting a General Plan Map amendment and a Zoning Map amendment for property located at 166 East Hermansen Circle. The property owner, R&L Holdings, LLC, was seeking to redevelop the west half of the parcel and expand their existing business. Ms. White explained that the application consists of three parts including a General Plan amendment to designate the west half of the parcel from Low Density Residential to Commercial General; a boundary line adjustment, and a Zoning Map amendment to change the designation from R-1 Residential to Commercial Corridor. The boundary line adjustment would be approved by the Community Development Department and was not part of the application. Ms. White explained that there was an unpermitted warehouse on the property that had essentially been a nuisance to the City for many years. The applicant planned to demolish the existing warehouse and expand their business on the west half of the property. They also planned to develop the east half of the property as a residential use and either sell or rent the home. Staff recommended approval based on the following:

1. The potential redevelopment of the property regulates land uses based on compatibility with surrounding uses, residential areas, and economic feasibility; maintain residential, business, and industrial areas that are vibrant and where the health and safety of all are protected.
2. The potential redevelopment of the property seeks to bring a non-conforming structure and use into compliance with current code requirements.
3. New development will enhance the Commercial Corridor, while creating a new buildable single family residential lot.

In response to a question from Chair Carter, Ms. White explained that it would be a significant expense to bring the existing warehouse up to Code. The applicant fully intended to remove the existing structure and replace it with a new warehouse that would meet all Code and design requirements.

**Chair Carter opened the public hearing at 7:12 p.m.**

Jim Smith gave his address as 3774 South 645 East and asked how much of the property the new warehouse would occupy.

Larry Bodine reported that he works in an office at 233 East 3900 South. Mr. Bodine was familiar with the area and he was acquainted with the applicant. He stated that the owner had taken care of his business and properties very well. Mr. Bodine was confident that the applicant would improve the area with his proposal.

The applicant, Rick Lucking, owner of R&L Holdings, LLC, explained that he already has a storage warehouse adjacent to the subject property, which he intends to extend to the west half of the parcel. He plans to construct a residential home on the east portion of the property and that home would either be sold or rented. Mr. Lucking said that they expected to demolish the old

warehouse as soon as approval is granted with construction of the home taking place soon after the warehouse is built.

**There were no further public comments. Chair Carter closed the public hearing at 7:16 p.m.**

Chair Carter's his main concern was to make sure the boundary line adjustment is completed. He noted that that could be accomplished through either a development agreement or making approval contingent upon the lot line change. He was open to either solution.

After some discussion, the Planning Commission decided to require a development agreement.

**Motion to recommend that the City Council AMEND the General Plan Future Land Use Map designation, from Low Density Residential to General Commercial, and the Zoning Map designation from R-1 Residential to Commercial Corridor, of the west half of the parcel located at 166 East Hermansen Circle, with the following condition:**

- 1. The applicant shall enter into a development agreement.**

**Commissioner deWolfe**

**Second to the motion:**

**Commissioner Veenstra**

**Vote:**

**Unanimous**

#### **Continuing Business**

There was no continuing business.

#### **Commission Business**

**Motion to APPROVE the August 17, 2017 Planning Commission Meeting Minutes.**

**Motion to continue:**

**Commissioner Veenstra**

**Second the motion:**

**Commissioner Vernon**

**Vote:**

**Unanimous**

#### **Staff Business – Information Items.**

Community Development Director, Michael Florence stated that some changes had been made to State Law, so the City would need amend the Code to reflect those changes. Staff prepared draft language for the ordinance amendments that would be coming before the Planning Commission on a future agenda.

*Planning Commission Regular Meeting Minutes*  
*Thursday, November 16, 2017*  
*City Council Chambers*  
*220 East Morris Avenue*  
*Time 7:00 p.m.*

**Commission Members Present:** Jeremy Carter, Presiding  
Ray deWolfe  
David Veenstra  
Stacey Holscher  
Laura Vernon  
Susan Dickstein  
George Pechmann

**Staff Members Present:** Michael Florence, Community Development Director  
Alexandra White, City Planner  
Lynn Creswell, City Attorney

**Moment of Reflection:** Chair Carter

**Pledge of Allegiance:** Commissioner Vernon

**Motion to Approve the Agenda:** Commissioner Veenstra

**Second to the Motion:** Commissioner Vernon

**Vote:** Unanimous

**New Business**

- S-17-004

**1. Subdivision Plat Amendment to Relocate a Lot Line on an Existing Parcel.**

**Action Item**

**Address** 166 East Hermansen Circle

**Applicant** R&L Holdings, LLC

City Planner, Alexandra White, explained that R&L Holdings is seeking to redevelop the west half of an existing parcel located at 166 East Hermansen Circle. The Planning Commission previously reviewed an application for a General Plan Map amendment and a Zoning Map amendment to re-designate the west half of the parcel. Since then, staff determined that a subdivision plat amendment was required to relocate a lot line on the existing parcel. Ms. White stated that the applicant was petitioning for a subdivision plat amendment to adjust a lot line, demolish the existing unpermitted warehouse, and build a new warehouse/office to expand their existing business located just south of

the subject property. The east half of the property would be developed as a single-family residence. Ms. White presented the proposed site plan and explained that the commercial half of the property would be accessed through the existing business on 3900 South. The residential lot would be accessed by Hermansen Circle. New construction on any of the proposed lots would be subject to the Commercial Design Standards and the Residential Design Standards as found in the South Salt Lake Municipal Code. Ms. White briefly addressed the General Plan considerations. Staff recommended approval of the application with the conditions listed in the staff report.

City Attorney, Lyn Creswell, reported that he and Community Development Director, Michael Florence, drafted a Development Agreement and shared it with the project proponent. Both the Development Agreement and the Planning Commission's recommendation on the subdivision plat amendment would go forward together to the City Council. Mr. Creswell outlined some of the requirements set forth in the Development Agreement, including the demolition of the existing warehouse, the preparation of the commercial site for commercial development, and the residential site for residential construction. Those three items would be included in a contractual agreement between the developer and the City.

The applicant, Colby Vraines, gave the business address as 139 East 3900 South. He reported that they were aware of the drafted Development Agreement and were comfortable with it.

Commissioner Pechmann asked if they would simply be preparing the eastern portion of the site for residential development or if they would actually construct the home. Mr. Vraines said that they would be constructing the single-family residence at the same time as the warehouse on the commercial site. Currently, the intent was to sell the residence.

**Chair Carter opened the public hearing at 7:12 p.m.**

Becky Spencer gave her address as 3831 South 200 East and asked when the applicant expects construction to be complete.

**There were no further public comments. Chair Carter closed the public hearing at 7:13 p.m.**

Mr. Creswell noted that the Development Agreement did not specify the completion of the single-family home, just the preparation of the property. Mr. Vraines stated that their contractors estimated a timeframe of three to four months from demolition to finish. They would like to complete the project by April 2018.

**Motion to recommend APPROVAL of a subdivision plat amendment for a parcel located at 166 East Hermansen Circle, subject to the following conditions:**

- 1. The applicant will continue to work with City staff to make all technical corrections necessary prior to recording.**

2. **The applicant will complete the required landscaping or infrastructure improvement prior to any plat recordation or development activity or upon the applicant's request, an improvement completion assurance will be posted.**
3. **All site improvements will meet the requirements of the South Salt Lake City Municipal Code.**
4. **All items of the staff report.**

**Commission deWolfe**

**Second to the motion:**

**Commissioner Veenstra**

**Vote:**

**Unanimous**

- **C-17-036**

2. **Conditional Use Permit for a Beer Manufacturing Facility.**

**Action Item**

**Address** 2496 South West Temple

**Applicant** Arudem, LLC

Ms. White presented the staff report and explained that the applicant, Arudem, LLC, was seeking a conditional use permit to operate a 5,000-square foot beer manufacturing facility located at the address listed above. Title 17.15.030 of the South Salt Lake Municipal Code permits manufacturing pursuant to a conditional use permit. The applicant was proposing to convert an existing office/warehouse into a beer manufacturing facility, with future plans of adding a brewery taproom pending available City licenses. Ms. White stated that there were a number of potential site impact considerations that originated from the proposed manufacturing use. The impacts included hours of operation and the impact that manufacturing may have on the surrounding residences, waste containment, parking, security, and screening of loading and parking areas from the adjoining and nearby residences. In addition, the City provides waste water services in this area of the City.

Food and drink manufacturing businesses tend to have a moderate to significant impact on the sewer collection and processing of food waste. Due to past experience with other alcohol manufacturing businesses, the City would require a grease trap and monthly sample collection to determine a baseline fee. There were also a number of site improvements that would need to be made to bring the property into compliance with current site and design standards. The staff report included a sample of the business license the applicant would be applying for, which allows for bonified samples on site. Ms. White presented the conceptual site plan submitted by the applicant and identified some of the proposed improvements. The plans would be subject to