

MINUTES OF THE GRANTSVILLE CITY PLANNING COMMISSION HELD 4/11/2019.

The meeting was held in the Grantsville City Council Chambers at 429 East Main Street in Grantsville, Utah. Those present were Commission Vice Chairman Gary Pinkham, Commission Member Erik Stromberg, and Commission Member Robbie Palmer. Absent were Chairman Jaime Topham and Commission Member Jacob Linares. Also present were Zoning Administrator Kristy Clark, Attorney Brett Coombs, Shay Stark with Aqua Engineering, Fire Marshal Brad Clayton, Travis Taylor, Reid Dickson, Alisha Parkin, Kenneth Parkin, Faye Hall, Mitch Hall, Chance and Amelia Rowley, Jewel Allen, and Timothy Uhrik.

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

7:00 P.M. PUBLIC HEARINGS:

- a. **Proposed Conditional Use Permit Application for Alisha Parkin to have a home business located at 517 E Clark Street in the RM-7 zone.**

Vice Chairman Gary Pinkham opened the public hearing at 7:01 p.m. and called for comments.

With no comments offered, Vice Chairman Gary Pinkham closed the public hearing at 7:01 p.m.

VICE CHAIRMAN GARY PINKHAM OFFICIALLY CALLED THE MEETING TO ORDER AT 7:01 P.M.

1. Discussion of a Proposed Ordinance for Development Agreements.

Vice Chairman Pinkham stated, I didn't see anything in the packet for this item. Kristy Clark stated, this is just a discussion item and I think Attorney Coombs and Shay are working on a blanket development agreement that we can add the necessary information to for each development.

Attorney Coombs stated to the Commission, Shay and I could address this for the commission, if that's okay and provide an update on this. Shay and I have been working on a draft development agreement. There's certain terms, certain issues the city wants to

address with every development. And, those terms include things such as abiding by the development code, the city construction standards, and specifications. Also, listing the dates, so that everybody knows up front, this is when this development will expire based on the approval. So, it's right there in the file. And also, noting the terms for extensions, if they need to go to City Council for approval of the extension beyond that. It will also cover issues such as what happens if the improvements are not completed on time, and what happens if the developer defaults on the project. So, those are just some of the general terms that would be unique to that project. For instance, I'll pick on Sun Sage Meadows, since that's here in this case under that. They were given an exception to the standard road cross section. Their road cross section is slightly different than the standard road cross section. That would be spelled out in there. If we had a project, for instance, under Chapter Nine in the landscaping code, that it would be determined needed to have privacy fencing around the project. That would be specifically written in there. So, basically, any items that are not just standard items covered by the code, would be added in that exhibit in the agreement. Attorney Coombs stated, our hope is to get feedback from this commission. We would give our developers and PUD applicants this boiler plate development agreement, for lack of a better phrase, right at the beginning. That way they will see the general development agreement that we'll be looking at. We will have the conversation with them in the DRC meeting at the Preliminary and the draft agreement will be presented with the final plat of the first phase. Now, if something changes in the project, we always have the ability to go in and amend the development agreement, and come up with an amendment. Those amendments would be then recorded with whichever phase that change occurred with. So, it does cover all phases of the project. Gary asked, is this process going to apply to any subdivision? Shay answered, yes to all subdivisions. Gary asked, what about existing lots that are going through as a commercial development? Shay answered and stated, we will use the same thing with a commercial site plan or a CUP. Even with a minor subdivision, if we find something that's unique with a minor subdivision, it'll be the same type of thing. Maybe we're requiring a fence, or, maybe we're requiring them to dig a drainage ditch. We want to make sure that those are spelled out. Attorney Coombs stated, it's always going to be an option. Part of the feedback that we need is, as I draft the ordinance, when do you want it mandatory, when do you want it optional? And in what instances do you want it mandatory all the time? Gary stated, I think that if we're going to have standard language in an agreement, such as the requirement to meet code, and things of that nature. I would say everybody would need to sign it. Make it mandatory. And then, as we get into more demanding or more difficult projects, we start adding individual items into that agreement. But, I think every development should sign and agree to the minimum of our standards. That way, we say everybody's going to do it. So it doesn't turn into an argument down the road, "Why me or why not them." That would be my concern. Attorney Coombs stated, Attorney Coombs: we'll draft something up and, hopefully, we'll have something for your next meeting.

2. Discussion of a Proposed Concept Plan for TAIT & Associates regarding property located at 124 East Main Street in the CS zone.

Tim Uhrik was present and stated to the commission: My name is Tim Uhrik. I'm with Tate and Associates. We're the civil engineers representing O'Reilly Auto Parts on this potential development that we're looking through, and in some of the discussion, you just had, could potentially relate to this project. Definitely, in some ways be a benefit with the items that we're looking to discuss here. The main considerations that we're asking for you today, is the existing property with its current zoning is really not developable as per your standards. In speaking with Kristy, we're trying to identify whether or not the CS, which is the current zoning of the property would be the best way to approach this. And, we would need to go through the PUD process to obtain a number of variances, in order to develop on this property. A couple of those variances would be, the minimum lot frontage, which is currently around 125 ft., the minimum per your code is 150 ft. And, the lot size, which is currently around 31,400. The minimum lot size as per your code is 60,000 square feet. If we were to proceed under the current zoning, those are some of the variances that we would be requesting, and looking for. Another option would be for us to look at the CD zone. Which, my understanding of the code, requires even further input and approvals on very specific items as to what would be applied. But, since those aren't specifically defined, it would allow this property to be molded, as needed. And that would potentially require, with the PUD process, a conditional use permit. I don't know if variances would necessarily be applicable, but we would have to define some of these parameters, that would make this particular lot developable. The current idea for this, is about a 7200 square foot retail store. About 40-50% of that would actually be showroom floor. The rest would be warehouse spacing. The CS zoning required parking for this site would be a minimum of 30 spaces. Right now, we're only able to provide 21. These are the general schematics that we've come up with, as far as the conceptual view from our architect. And, just the basic site layout there. It is a very narrow site, but we are able to provide parking spaces in front, and O'Reilly does have vehicles they use for servicing local shops that they will store in the back, used for making runs. Employee parking, as well, in the rear. We are looking for your input and guidance on this, and what you'd feel would be a good step moving forward. We are adjacent to residential and behind us is the high school. Attorney Coombs stated, you should also look at the CG zone. The CG zone, has a minimum lot size is 10,000 square feet and a minimum width of 60 feet for the front and rear set-back. It says the purpose is to provide for a variety of commercial uses some of which involves the outdoor display storage of merchandise or materials. Robbie stated, there's a lot of non-conforming, non-complying lots. Where do you fit them? I think there's definitely a better zoning that you can apply for. It doesn't mean that we're promising anything in this meeting, but I think there's a better zone for you. Erik stated, Robbie's right. I mean, that's the challenge. We have these laws, we've got to find a way to make them work and figure out what makes the most sense. If you go with the CS zone and we start allowing variances and changes, we run into someone coming in and they're a quarter of the size and they want the same thing because we gave it to you. It's just where do we draw the line and say enough is enough? So, I would probably recommend doing a rezone. Mr. Uhrik stated, thank you and we will look at the CG zone.

3. Discussion of a Proposed Concept Plan for David Parker and Dave Webster regarding the property located at 328 East Main Street for the creation of additional Multi-Units.

Dave Webster was present and stated to the Commission: I'm Dave Webster. I'm the contractor representing David Parker, the owner. I also have present, Scott Thorson who's the civil engineer on the project. I started doing layouts for this 4 years ago, back in 2015. But we realized at that time that the water line that was running through Main Street wasn't capable of facilitating this at the time. But now that it can, I wanted to meet with the fire marshal, which I did, and I got some recommendations from him. Because of the narrowness of the lot, and in order to make it work, the layout that you see now is has been designed with a lot of instruction that I got from him. Part of what we're wanting to do as far as the improvements go, is to coincide along with the existing units that are already there. The one thing is that the existing units that are there are a little rundown. And so what we're proposing is not only to put these new units in, but to also improve all the existing units that are there as well. All the existing structures will match all the new units. And also, to improve that road. The road that's there is only about 15 feet wide and we want to take it to 20 feet, which is capable to do all the way back. It's a tight lot so obviously we're trying to see if we could get potential variances on the setbacks because it's a little tight. We were able to get a little bit better than what the existing buildings are there now. As you can tell, the lot is narrow. Also, we were thinking maybe even doing a rezone. We feel that we could facilitate it a little bit better going from an RM-7 to an RM-15. Robbie mentioned, I'm pretty familiar with it. I actually tried to buy it when it was sale. Shay stated, in order to make this work, of course RM-7 right now has been phased out. We've basically phased out the RM-7, they can apply for something in that zone. But we don't rezone to it. So, the zone that would make anything like this work would be the RM-15 zone. Which goes to 2300 per unit. So that would be a possibility. Let me just point out a couple other things with this. That way you don't have to hear from me a dozen times on this. So even in the RM-7, RM-15, the other issue that we kind of have to think about here, there's the fire and driveway issues. And the reason this has been configured the way it was, from what I understand is because the fire department needs a turnaround back in there. And so, that's why you're not seeing units just directly across from each other the full way through there. But it also poses a kind of a problem in either of those zones. There's a required 20-foot rear setback. So, I ask, is that rear setback when you look at that, is that the setback behind each unit? Or do those units that are running north, south, does that qualify for front setback and then the rear setback is just at the rear of the lot? Just something to consider there. I think the concerns with driveway length, are resolved with working with the fire marshal on this and having the turnaround in there. The other thing under our current code is that there would be a requirement with this. This would probably come in just as a site plan review. There's nothing being subdivided here. So, there's no reason for this to go through the PUD. So, the requirement for open space would be 15%. Brad stated, we went with the international fire code requirements. If there

was a fire hydrant on there, it would have to be 26 feet. If it had anything taller than 30 feet high, we'd have to have 26 feet the otherwise it can be 20 feet. That's what I was looking at here. As long as the new fire hydrants on Main Street are within 200 feet of this 300-foot lot. We were within that requirement; we could go up to 20 foot. Because there would be a fire hydrant on that road and there's access to it. Gary stated, my concern when I drove in there, looking at the existing access with the number of vehicles and the recreational vehicles. There's barely a lane going back there now. So, something would definitely have to be done to provide off street parking to maintain a full 20-foot right-of-way. If you get the kind of vehicle and recreational density in the back like you have up front. The 13 spaces won't work. You would need more spaces or fewer units. Shay stated, it's going to have to be rezoned to the RM-15 to make it work. But the real question here is, for them to go through all that effort and work through all this, is this a situation where the city sees enough benefit from having the parcel cleaned up to allow exceptions on setbacks. You've brought up the issue with parking and open spaces. Is there enough benefit with this that you see that the city would be willing to look at those issues and possibly allows some sort of exceptions? Gary stated, putting it to some use certainly benefits the city. Get it cleaned up and managed. This type of housing, where you've got eight units back there, it's not like you're trying to cram a bunch of two story back there. It's not a super high density application. Personally speaking, I think it's something that we can probably work with, try to put to work. We've kind of got two choices, either leave it barren or we work with a developer on it. From my perspective speaking individually, not for the commission, this is one of the parcels on main street where we need to try to help get something done with it.

4. Consideration to approve the Conditional Use Permit Application for Alisha Parkin to have a home business located at 517 E Clark Street in the RM-7 zone.

Alisha Parkin was present for this item. Robbie stated: It looks like she actually has good space for parking. You're only going to do one lash at a time, right? Alisha answered: Yes, one person at a time. Robbie stated: It doesn't seem like it will be too busy. It's a lucrative business. I pay for fills every month, and not for myself. Alisha stated: It definitely keeps me busy, that's for sure. Gary stated: I drove by there, and that's one thing about Clark Street - there is a lot of shoulder width there, a lot of parking space. For the amount of business that you're talking about, I don't think parking is an issue.

Erik made the motion to approve the Conditional Use Permit Application for Alisha Parkin to have a home business located at 517 E Clark Street in the RM-7 zone. Robbie seconded the motion. All voted in favor and the motion carried unanimously.

5. Consideration to recommend approval to amend the definition for a Sportsman's Permit.

Attorney Coombs addressed the commission. Erik asked him: We are just getting rid of "purebred," right? Attorney Coombs answered: Yes.

Erik made the motion to recommend approval to amend the definition for a Sportsman's Permit. In the definition of the Sportsman's Permit, the word "purebred" is being removed. Robbie seconded the motion. All voted in favor and the motion carried unanimously.

6. Consideration to recommend approval of the Final Plat for the Sun Sage Meadows P.U.D. Phase 1, which contains twenty-eight (28) Multi-Family Units for Reid Dickson with Infinity Consultants and Josh Adams in the RM-15 Zone.

Reid Dickson with Infinity Consultants was present for this item and stated to the commission: Part of this application was to revise the final construction drawings set. There was just one comment about sidewalk thickness, and we made that adjustment. Our plans are revised to address that. Then the other is simply the plat. We really don't have anything to present other than answering questions. Shay stated: They've taken care of all four issues. I put a copy of that memo in the back and you have there what was requested of them from that last planning commission meeting. All the items were addressed. We had the discussion about six-inch-thick sidewalks and where they were going to be, and afterwards the city engineer made sure I knew that our standard was six-inch-thick all over. We made sure that I asked for that to be revised, so that's covered. So the full project will have a six-inch sidewalk. That's what the city standard is. Gary stated: I know the last time we were here, there was a question about whether or not the Main Street development agreement had been settled. Attorney Coombs stated: So, the biggest update on that is that the Main Street issue is not going to involve Sun Sage Meadows anymore. The reason is because the Cherry Grove Subdivision and Independent Self Storage have entered into an agreement in principle. We have a written agreement that's being passed around that as of today, essentially makes it so the south side of Main Street will be completely done as well as all the improvements. So, Sun Sage will only need to worry about its portion of Main Street that's required of any developer. Sun Sage will not be required to handle any of the other parts of Main Street on the south side or past their boundary to the west. All of that is being completed by Howard Schmidt and Nate Brockbank. Gary asked: On the Absorption report, I wasn't

sure where you were on that. It looks like we got something at 4:00 or 5:00 this afternoon. I know I haven't had time to look at it. Mr. Dickson stated: I was going to address that with the next agenda item. Gary stated: In the notes we were given, it said there were some open issues to be resolved and a recommendation to table. Kristy stated: We didn't know if issues were going to get resolved in time for the meeting. Robbie stated: It sounds like they hit them all. They've sent out the absorption report now.

Erik made the motion to recommend approval of the Final Plat for the Sun Sage Meadows P.U.D. Phase 1, which contains twenty-eight (28) Multi-Family Units for Reid Dickson with Infinity Consultants and Josh Adams in the RM-15 Zone. Gary seconded the motion. All voted in favor and the motion carried unanimously.

7. Consideration to recommend approval of the Final Plat for the Sun Sage Meadows P.U.D. Phase 2, which contains five (5) Single Family lots, Parcel A, and twenty (20) Multi-Family Units for Reid Dickson with Infinity Consultants and Josh Adams in the RM-15 Zone.

Gary stated: I think item seven and eight have discretionary issues and it's too early to submit them at this time. Phase one needs to be 70 percent sold before submission. Shay answered: Correct, that is how the ordinance reads. Mr. Dickson stated: Not exactly. The ordinance reads that you can approve more than 25 units at a time, subject to an absorption study and financial demonstration that the applicant is able to build the project. Those are the two things that we did. We submitted first an absorption study that mostly addressed the market in the whole state of Utah. It had a lot of good information in there on trends in the market, and what's happened over the past decade, and what's projected to happen over the next few years, and so on. We also submitted three documents that I assume are in your packet. Kristy stated that they had what was originally submitted, but the study that was received at 5:00 pm today was emailed to them. Reid stated: Shay's recommendation to table or continue was based on A, the absorption study not being specific enough, and B, the financial ability of the applicant was not demonstrated. That's why I sent it again, so that Shay would have that, because Shay's recommendation to you is very important to me. Let me reiterate that, to just clear up any confusion. The code does read that you can approve more than 25 units for final plat approval, subject to those two things. The absorption letter that we submitted today, if you'll indulge, I just have to read three paragraphs. I have attached two different Utah multiple listing service reports showing absorption rates in Tooele County. The two reports show single family homes on one report and the second report compares town homes and condominiums. When reviewing this report, it clearly shows there's less than a two-month supply of housing in Tooele County. This report is generated based on all housing that is listed on the MLS and Tooele County. The

average list price for active homes is \$359,784 dollars, well above this projected list price of the mid \$240,000's. In the current price point for these town homes, the average days on market over the past 12 months per the Utah MLS is 13 days. On March 29, 2019 an article from ABC4 News regarding Tooele County, Utah said that in the search for an affordable place to live, many Utahans are flocking to Tooele County, which officials say is the seventh fastest-growing county in the United States out of 3,069 counties. This part was Scott Bennett: "It's my professional opinion as a real estate broker for the past 15 years in Utah. That Tooele County is under-built for their projected growth. I believe the project in question will sell rapidly as per the information provided by the current statistics. There's lack of affordable housing which is pushing residents towards Tooele County. This project should have no problem with the 70 percent absorption rate over the course of the next 24 months." Also included with this is data regarding absorption and sales in Tooele County over the past 10 years on a month to month basis. It shows that in Grantsville or Tooele County in general, absorption of this kind of project is in town homes and it has varied over the years between year four and ten. If you take an average of six units per month, this project would absorb in 18 months or so. Again, that's a projection, but that's what this absorption study shows. Then, the financial ability letters. One is from KeyBank. One Trust is the owner of Sun Sage Meadows in Grantsville, Utah. It has been approved for a line of credit in the amount of 1 million dollars. This line of credit can be used for horizontal prudence and vertical construction. Another letter from One Trust, not to be confused with "won," W-O-N, this is One Trust Home Loans, One Trust L.L.C., as well as the managing member John C., has been approved for a line of credit up to two million dollars. These funds have been set aside from vertical construction of the Sun Sage Meadows project in Grantsville, Utah. Financial capacity lender from the actual applicant, One Trust, has secured a one-million-dollar line of credit that can be used for horizontal and vertical construction. You will find attached the letter of credit from Key Bank. Also, we have secured financing up to two million dollars with One Trust Home Loans. This lending company has a nationwide construction division. This working line of credit will be used for any additional monies needed, for horizontal vertical construction, and that demonstrates financial capacity for the project well above what would be needed to actually build it phase by phase. We feel like that's sufficient evidence for you to approve both phases two and three tonight. And the goal of the city's ordinance is to keep too many units from being built too quickly, and potentially having vacancies left in the case of a downturn. I think in your city you have a bad project like that. I just heard about it today. I don't know what it's called or anything, but, you have one that you might be thinking of. And what's happening on this project is you have a development agreement where it stipulates that Mylar, or vinyl plats, will not be signed by the city until 70% of the previous plat is sold. So the city still has exactly the control they want by virtue of that development agreement. And we could have what we would like to have, with having all three plats approved in

one sitting, because that helps the project actually be financed. It's a little bit self-defeating to do it piece by piece. So we're asking that the materials we presented that show that absorption should be healthy, and that the financing of the application healthy, in addition to the idea that the development agreement gives you that protection that you want anyway, is better for the project and it's better for the city all the way around. Erik stated: I have not heard one thing that states that this is a benefit for the city. Can you tell me why this is better for the city to approve all three? Mr. Dickson stated: Well, the applicant can go to any financing institution or anybody who wants to participate in the project and say, "The city has finished its review and approval process, these phases can be built as they are shown on paper. There are no more planning commission or city council meetings that would potentially change anything. We know we are entitled to these on paper, and we can assure you that this project is finished on paper." Erik reiterated, "That's the benefit to you. Again, I'm not seeing what the benefit to the city is. That's a benefit for you, so you do not have to worry about something changing. What's the benefit to the city?" Mr. Dickson stated: Well the benefit to the city is that the development agreement protects you from building more than 25 units at a time anyway, because it says that Phase two and three will not be recorded or signed by you until the previous phase has sold 70%. Attorney Coombs mentioned: So this is going to be important to know. I kind of follow along with what Reid's saying now. The City Council considered the development agreement that was presented by Mr. Dickson and Mr. Baird and declined it. So at this point there is no development agreement. The City Council has instructed Shay and I to draft one that we can send to them that would be approvable by the city. So there's nothing along those lines that can be approved at this point. Erik asked: So we don't have a development agreement saying what he's saying? Attorney Coombs answered: No. It was declined by the City Council last city council meeting. Erik stated: And even with that, I don't see what the city's getting. I mean it's making your life easier, but, you know if this sells that fast, all you've got to do is, you can foresee at 70% you count me in and say, all right, let's go phase two. We're ready. Then phase two, if it's selling like crazy, you come in and say, okay, we're ready for phase three, and then you would come in for that phase. Mr. Dickson stated: It's four more meetings, we'd have to come for phase two, we'd have to come to planning and city, and then phase three, planning and city, so it is easier for the city to not have to have staff and everybody go through the process of having four more meetings. Erik stated: We're here anyway. Gary stated: Three million won't build this project. Mr. Dickson answered: Well, not the whole thing, it will be built in phases. But no one phase exceeds that amount of money at all. So each phase would be built, and at least 70% of it would be sold before you would allow the next phase to be even recorded. The infrastructure alone is more on the order of one and a half million. All of it, not just one phase at a time. Attorney Coombs stated: So the ordinance only requires that they show financial ability of the subdividers, such that the offsite improvement for all lots in the final plat will be

completed within two years. So they don't need to show financial ability for all of the buildings, that's for all of the offsite improvements. Mr. Dickson added: And the only offsite improvements we have at all is a waterline that's about a hundred and sixty feet long. Shay mentioned: In this case, with that definition of offsite, it's basically everything outside the units, what would traditionally be considered would be a parcel. Anything offsite, that parcel, anything that was being dedicated to the city, or in this case any infrastructure improvements. Either way, the financial ability for those improvements has been met by those letters. Erik stated: You're trying to get us to say, hey, the development agreements is what's going to make sure we stick to the 70%. We don't have a development agreement. Mr. Dickson stated: This is the first time I've learned of this. Maybe you've spoken with Bruce, and I didn't know about it. So I understand. But I actually have a copy of the development agreement here. It's a work in progress that needs to be finalized before City Council. And we knew that, because it's not totally finished with every T and I dotted and crossed. So now I'm learning this. We're happy to entertain your development agreement. Robbie stated: I think for me, if that was an approved item, I don't think there'd be an issue, but the agreement is not approved, so I can't see me voting to approve multiple phases. Gary stated: Right now our ordinance states phases be submitted one at a time, predicated on 70% sold of the prior phase. And I don't care what you have on your podium, if there's nothing between you guys and the city that says otherwise, I think we need to table.

Gary made the motion to table the Final Plat for the Sun Sage Meadows P.U.D. Phase 2, which contains five (5) Single Family lots, Parcel A, and twenty (20) Multi-Family Units for Reid Dickson with Infinity Consultants and Josh Adams in the RM-15 Zone until it is shown that 70% of Phase One has been sold out. Robbie seconded the motion. All voted in favor and the motion carried unanimously.

8. Consideration to recommend approval of the Final Plat for the Sun Sage Meadows P.U.D. Phase 3, which contains twenty-six (26) Multi-Family Units for Reid Dickson with Infinity Consultants and Josh Adams in the RM-15 Zone.

Gary made the motion to table the Final Plat for the Sun Sage Meadows P.U.D. Phase 3, which contains twenty-six (26) Multi-Family Units for Reid Dickson with Infinity Consultants and Josh Adams in the RM-15 Zone until such time as the previous phases have been 70% sold out. Robbie seconded the motion. All voted in favor and the motion carried unanimously.

9. Consideration to recommend approval of the Final Plat for the Northstar Ranch Phase 2, which contains five (5) single family lots, for Travis Taylor in the R-1-21 zone.

Travis Taylor was present for this item. Robbie stated: It's definitely a unique shape. Travis Taylor said: So phase two is what you've just discussed. My phase one was 25 lots, and it made sense because of how I had to tie the sewer and the water off-sites in. And then I just had to cut this off, because I was at my 25 lots. It made no sense. It's more expensive for me to come back and do this. It is really a pain to have to go through all the meetings, I know the 70% thing, but it's really tough. It just puts a real discontinuity in there to the flow. So you put all your time and effort and money into the marketing and getting some momentum, and I just think there ought to be a better way to address what may be the reason behind it. Robbie stated: Well, right now it's kind of different because things are moving quick, and we were stuck. I mean the city. I was just a young kid when it happened, but there were a lot of developments that went through 15 owners, you know, trying to figure out who could make it work, selling off houses way before the phases were done. Travis Taylor stated: I think that there's a lot of sophistication that's happened as a result of what happened, what you're talking about. But, on the bonding side. So cities have really cracked down a lot on the bonding side. So the way I view bonding is, I can't sell a lot until I have a final plat. You won't sign a final plat until I've put in the infrastructure. You're saying that by the city approving a final plat and allowing it to be recorded, the city has kind of made a promise to the buyer that their utility services would be there, that they would have emergency vehicles that could access their house. And that's done either through making me go and build the infrastructure before you do it, or posting a bond to ensure that if I don't do it that the city has the wherewithal to go and do it. There's just additional layers added on that are pretty difficult to work around. And I would rather have a relationship where we're working together to do this. So anyway. There you go. That's exactly what you didn't ask for from me. Gary stated: We'll admit there are things we aren't perfect on. Occasionally some education is helpful. And as you say, there's a lot of things that are in our ordinances that go back to times before, that may have been brought about by something that happened before, like Robbie said. We're going to go mark it right now, so some of the things we were concerned about before may not be applicable, but I don't think we're going to change an ordinance to make it work differently. Because when it slows down, we need those provisions to be there. Travis Taylor stated: I'm just saying, as things change, and your ordinances change, maybe we're doubled up in some places now. And maybe there's a different way to look at it. You know, tools that

weren't available from before. Gary stated: With regards to this particular item, is everything addressed? We had a discussion last time about four-inch and six-inch sidewalk. Shay stated: It's a six-inch sidewalk across the board. Gary asked: Can we get the city's standard drawings revised to eliminate the four-inch note? Shay answered: The challenge is that the city has adopted the APWA standards, so that's where you're seeing that is in those standards. The curb round, the AEA curb rounds, they note four-inch sidewalk on there. Gary stated: In the city standards, for streets, the 60 foot and 66 foot and so on has the option of four-inch or six-inch. Shay stated: I'll go back and look at that, because the cross sections that the city has approved don't have the sidewalk thickness shown on it. I know that because I was actually just looking at that on our standard cross section.

Robbie made the motion to recommend approval of the Final Plat for the Northstar Ranch Phase 2, which contains five (5) single family lots, for Travis Taylor in the R-1-21 Zone with the removal of the notes on the Final Plat from Aqua's Memo that includes the Water Right Requirement Table and #4. Building Setbacks, #7. Soil Types, #8. Wetlands, and #9. Vegetation. Gary seconded the motion. All voted in favor and the motion carried unanimously.

10. Consideration to recommend approval of the Final Plat for the Northstar Ranch Phase 3, which contains twenty-two (22) single family lots, for Travis Taylor in the R-1-21 zone.

Travis Taylor was present for this item and stated to the Commission: Well, there's another lingering issue. And that is Durfee Street versus Osborn Path. But you guys passed that off to the city council, right? They'll have to make that decision when we get there. Councilman Critchlow asked: Are you going to put a fence up around your project? The cows are getting over there and rubbing up against the houses. Travis Taylor answered: Yes, I have been fighting the ranch guys to get down there and get that fence in. I finally got a commitment that they were going to get down and do it. I have to go mark it, so last week we flew the entire property and the surveyors went out and marked the corners. So they'll be getting on that. Can you refresh my memory? We talked about the sidewalk, and leaving off the sidewalk on the south side of Durfee Street. And that was going to be a council's decision. Was that in the recommendation from last time? I think it was. Shay stated: Was the discussion about a trail? Travis Taylor answered: I think it was going to be a grated trail in place of the sidewalk. That's what I remembered.

Gary made the motion to recommend approval of the Final Plat for the Northstar Ranch Phase 3, which contains twenty-two (22) single family lots, for Travis Taylor in the R-1-21 Zone with the removal of the notes on the Final Plat from Aqua's Memo that includes the Water Right Requirement Table and

#4. Building Setbacks, #7. Soil Types, #8. Wetlands, and #9. Vegetation. Robbie seconded the motion. All voted in favor and the motion carried unanimously.

11. Consideration to approve the meeting minutes for the previous P&Z Meeting that was held March 14, 2019.

Erik made the motion to table the meeting minutes for the previous P&Z Meeting that was held March 14, 2019. Gary seconded the motion. All voted in favor and the motion carried unanimously.

12. Report from Council Liaison Member, Neil Critchlow.

Councilman Critchlow asked Shay and Gary, I have a couple questions. Shay, Gary, the subdivision over there by Wal-Mart. I've got a bunch of phone calls, the residents are upset over the detention ponds and how they go right through their property, under the road, and over through their property and then down to some other property down. Am I correct in saying, if the water falls on their property or run through there, they have to keep it on their property? Shay answered, so it has to, they can release at the pre-developed rate. So whatever that rate was that was being released through there before, they need to release at that rate. Now, what we have been trying to do with that west side storm water plan, is we were actually more conservative on those numbers. So that basically, when they calculate it out, they're adding additional detention into it. So that their numbers are more conservative. So hopefully, if that is working the way it's supposed to, then they should actually be detaining more of that water and you should see a lower rate of flow coming through there. And the other benefit with detention is in, majority of storms the detention is going to handle everything. You're not, it's those really high-duration, short-frequency storms. If those drag out or you get multiples of those, one after another, that then you'll see the water released. But there again, it should, it still should release at less of a rate than what they were seeing before. I mean, that's the whole idea behind the design. But I don't know if you've heard. I just heard this the other day, that he's not moving that forward. He's decided to back out and he's keeping the way it was approved. Kristy stated, He didn't like the idea of having to come back and amending the preliminary and the final. He said that that's too long of a process. So they decided to go back to the original plan. Councilman Critchlow stated, they still have the road shutoff. The plan was supposed to be two weeks, that was the agreement. And I think it's been about six months, or close to it. And where they have dug to get the sewer across to tie in there, he's never filled that in. Kristy Clark stated, he's actually not done. He hasn't brought the sewer. They've been trying to bore, and had several bore attempts fail. And so they have now got permission from UDOT to just trench across. They will be completely done by the 25th of April. So they have actually not got the sewer across. He will also be coming to your next meeting to ask for an extension on his final plat approval. It's been a year since that was approved.

- 13. Adjourn. Gary made the motion to adjourn the meeting at 9:23 pm. Erik seconded the motion. All voted in favor and the motion carried.**

Kristy Clark
Zoning Administrator