MINUTES OF THE GRANTSVILLE CITY PLANNING COMMISSION HELD 6/13/2019.

The meeting was held in the Grantsville City Council Chambers at 429 East Main Street in Grantsville, Utah. Those present were Commission Chairman Jaime Topham, Commission Member Gary Pinkham, Commission Member Erik Stromberg, Commission Member Robbie Palmer, and Commission Alternate Shane Watson. Absent were Commission Member Jacob Linares and Attorney Coombs. Also present were Zoning Administrator Kristy Clark, Shay Stark with Aqua Engineering, and Fire Marshal Brad Clayton.

CALL TO ORDER AND PLEDGE OF ALLEGIANCE PUBLIC HEARINGS:

a. **Proposed Commercial Conditional Use Permit Application** for Richard V Davis Living Trust, Meier Marsh Holdings, LLC and Barry Bunderson located at 168 East Main Street in the CD-zone.

Chairman Jaime Topham opened the public hearing at 7:01 p.m. and called for comments.

With no comments offered, Chairman Jaime Topham closed the public hearing at 7:01 p.m.

b. **Proposed Mining, Quarry, Sand, and Gravel Conditional Use Permit Application** for Ardero to conduct a gravel excavation business on 563.65 acres located at approximately 1100 North SR 138 in the MG-EX zone.

Chairman Jaime Topham opened the public hearing at 7:01 p.m. and called for comments.

With no comments offered, Chairman Jaime Topham closed the public hearing at 7:01 p.m.

CHAIRMAN JAIME TOPHAM OFFICIALLY CALLED THE MEETING TO ORDER AT 7:03 P.M.

1. **Discussion on the Proposed Amendments to Grantsville Land Use and Management Code (GLUDMA) Pertaining to Chapter 21 Subdivision Regulations – Section 7 Financial Assurance and associated definitions in Chapter 2, including subdivision improvement agreements.**

Jaime verified with Attorney Coombs that the bolded sections were already approved but had not been added to the code, and that the focus is on the green changes, which are necessary to comply with state law. Gary expressed concerns regarding the first page under paragraph two. He said it shows that we're allowed to have them post a

bond to guarantee 100% completion of the work, but it doesn't stipulate the amount of the bond or the limit on the bond. Shay said that his understanding was that they're saying you shouldn't go any further than 100%, and he agreed with Gary that the language doesn't specify a limit at all. Jaime asked if anyone had any other concerns or questions. Attorney Coombs said that today, this just got put down as our discussion.

Jaime moved forward to 21.7.3 regarding the maintenance guarantee, where we're proposing the change that the city shall retain up to 10%. Gary wanted to know who's going to determine that and how we keep from being arbitrary between one development and another. He said: What if we just said it shall be 10%, period? We can't hold 2% on somebody and 7% on somebody else.

Shay said the issue that we run into is that 10% is typically seen as 10% of the total value of the construction, so that was determined early on when they came in for a bond with an engineer's estimate. He said if they complete 50% of the work and we don't have any issues with it, it's possible that the guarantee can be lowered to a lesser percentage.

Gary said: Yes, but the purpose of the warranty bond is for things that pop up, like a leak or settlement in a roadway that has to be patched, that are not visible and we may not know about. Why not make a fixed rate of 10%, and that way if a sewer collapses because the joint wasn't put together, or a waterline boils out, or the roads settle, we might have enough money to fix it? He said that he doesn't like these things that are based on subjective analysis - they just open the city up for a fight. He said that if we make it 10%, everybody's treated fairly.

Shay agreed, and said that it's hard to go back and say in a situation, "Hey, you've got to provide us the warranty on this waterline that we've been using for the last year and half even though the warranty is for one year." He mentioned that the language in the State Code is up to 10%, and he just copied that right out of the current version of the Code. Jaime stated that it says the exact amount retained shall be determined by current state law, and then it adds some other factors that maybe we could take out so that if state law changes the percentage, then ours changes with it.

Shay said that the Public Works Director is the one who basically is in charge of the inspectors, so he could sit down with his staff and the City Engineer and be the one to make the decision whether it's 1% or 10%. Gary addressed the issue of having loose-ended clauses, saying that all it does is put somebody in the City in the position of having to make a decision that may not be consistent. He said that you can run into issues where someone says, "You only did this for him, how come you're doing this for me?" Everyone agreed that it would be better to just make it 10% so that we're not making it arbitrary for anyone.

Gary asked: What about things like latent defects that might show up five years from now? Do we have any rights against anybody on those? And how do we pursue those? They wouldn't be covered under the warranty, because it'd be beyond warranty period.

But there is a thing called latent defect, which typically you go back to the contractor and/or developer to fix. How do we do those? Attorney Coombs replied: So the city would have the same rights as really any other individual or entity under the latent defect law. The City doesn't have any sort of specialized right to seek that remedy, so we would have to go to court like anybody else and fight through that.

Shay said: It's kind of a tough situation. You have to prove negligence. It's if the material, for instance, say you have a water pipe that fails five years later and then you try to go after that, there's a good chance you're not going to get it. But if you can prove negligence that somebody physically did something wrong that caused that to occur, then you might be able to, but it's a real challenge. That's one that cities really struggle with and end up in most cases just repairing it and moving on.

Jaime said: Seeing some of the other notes, like this statement: “The State Code has a list of situations in which a city may not require a developer to provide an improvement guarantee” - does that statement mean they don't have to require it or they shall not require it? What does it mean by "may not"? Shay replied: So, the word in the State Code is "may not require". We have this list of items that we don't require the improvement guarantee for. So the question is, should we leave that list in there or just take it out? Jaime asked: What would be the implications of leaving it out versus leaving it in, just clarity to the developer? Shay replied: Yes, it's clarity to the developer. For instance, landscaping that is privately owned, like Sun Sage Meadows, can't be required to have a bond according to our code. There have been court cases where they have said that if it is not a public improvement that is being dedicated to the city, you can't require them to bond for those improvements. Jaime said: In that case, I think we should leave that in for the clarity.

Jaime moved the discussion along to number two, about the Public Works Director writing a letter. She said that it seems appropriate so that the City Council is aware that they've completed and inspected it, and the same thing with number three. Gary verified with Shay that the developer has to request in writing an inspection for final acceptance. The City has 15 days to reply and either reject or accept the improvement, and then it goes into the warranty period. He then asked: With regards to the Public Works Director writing the letter, who is authorized to release the bond? Shay said: Grantsville has previously not been using a bond agreement, and that's one of the things that we're trying to institute now - a development agreement and a bond agreement. That bond agreement is signed openly by the Mayor, and the authority to release the bond is through the Mayor and the City Council. We want this to be a formal process because right now, the Public Works Director is contacted by a developer who says, "We've completed 50% of the project - can we get this inspected and can we get a reduction on bond?" That's fine, but by the time we get to the end they're saying, "Can we release the end of this bond?" If the mayor is signing an agreement for bond, then ultimately it needs to go before City Council. There needs to be a formal "Yes, we are accepting this project or entering it into durability" and then there's no question that the bond can be released. Jaime clarified that the process is really just the Public Works giving the City Council notice that that process is ready so

that it can be put on the agenda and handled. Gary asked: How do we start the warranty period, and if we choose to reject, what do we do? Shay replied: If they accept the improvements, at that point the warranty period is started. And whatever issues caused that to be rejected, those have to be dealt with before the City is going to accept it.

Gary asked if we respond to the developer in writing or verbally, because that wasn't specified. Attorney Coombs said that yes, we would do it in writing. Gary expressed concerns that if there are items we can't release, like if 90% of the work is acceptable, but 10% isn't, how do we identify them and go through a re-inspection and re-approval process before the warranty starts ticking? Jaime said that if we did add in that the Public Works Director gives notice to the City Council and the City Council makes the decision, things might need to be updated to allow more than 15 days. We have to give time for the developer to contact the Public Works to look at it, Public Works to write the letter, and then actually get it on an agenda. Gary said that it could potentially take 45-60 days, and the formal reply would be within the City Council meeting. Jaime suggested that maybe it needs to be an expedited process because we're talking about releasing bond money to developers.

Erik asked if this has to be a separate line item. Attorney Coombs replied: That's where I would anticipate placing it, but our City Recorder usually likes to have things at least seven days ahead of time. If a public hearing is required, then obviously we need a lot more time than that. This wouldn't require a public hearing. Jaime expressed concerns that this seems like an extremely short period of time to make sure everything is done correctly, and then formulate a letter and get it on the City Council summary items. Shay suggested making a punch list of items that need to be addressed, saying that the letter that goes to City Council should just be a form letter, and Attorney Coombs suggested rewriting it to say that Public Works has 15 days to do its inspection bit and then the City Council has 30 days to make a final decision.

Shay described how a lot of communities have the 100% bond, and as they release, they release 90% each time. When you're doing construction, you have what's called retain inch, where they hold on to 5% or 10% of the money until the project is complete. It's the same idea. It's released at 90% so that at the very end, 10% of that bond is still in place and it can just be rolled over into the warranty bond. Now, some developers use a different method for bonding for the construction versus the warranty. A developer may use a bond or a line of credit on the construction and then when it comes to applying for warranty, if it's really small, they might bring in cash or set up an escrow account for the warranty period and just leave it under escrow. And if they choose to do it that way, then it's not released at that 90%, it's fully released. And the new bond comes in place and it's not accepted until we know that it has been set up so that it'll come in play. That becomes part of the acceptance, to make sure that whichever surety has been used for the warranty is ready to go at the time that it's accepted.

Gary addressed number eight, saying that if the work isn't done, the City is forced into doing the work. He raised concerns on how we recover if we get a developer here who disappears once the project is built. Attorney Coombs explained that if there is a problem in the actual improvements themselves, we can still seek money damages. He said that someone can't come back and say, "Oh, you've cost us $1 million because it took 16 days instead of 15 days." Gary also asked about what happens if we get into a deal where we're re-inspecting over and over again. Most agencies charge for re-inspection, which would be over this initial deposit. Shay suggested that the city's fee schedule clarifies what the costs cover, for example "Additional inspections beyond X number of inspections cost this amount." He also pointed out that the code talks about an improvements agreement and the language in the financial assurance section clarifies that.

Attorney Coombs said that this discussion was just for our information at this point and he anticipates that at the next meeting we'll have a finalized one for review and approval. Jaime asked if there were any further concerns and then moved on to the next item.

2. **Consideration to approve the extension for the Class "A" Kennel Permit for Kaylie and Treavor Buhl at 245 North Cooley Street for the keeping of up to 10 hunting dogs in the R-1-12 zone.**

Treavor Buhl was present for this item and he stated: Due to the spring weather, I haven't really been able to get a concrete truck back there, but it's all framed up, ready to go, and it'll be there next week to pour it. I'll be pretty close to the timeline. I just want to be on the safe side. Gary asked if 30 days will be sufficient. Trevor Buhl responded: 30 days plus, because our meeting is the first of next month, correct?
Jaime verified that yes, it will be on July 11th. Trevor Buhl said that if he can extend it for the 30 more days, it should be complete.

Jaime made the motion to approve the 30-day extension to the class A kennel permit for Kaylee and Trevor Buhl at 245 North Cooley Street, of keeping up to 10 dogs in the R-1-12 zone. Attorney Coombs seconded the motion. All voted in favor and the motion carried unanimously.

3. **Consideration to recommend approval of the Commercial Conditional Use Permit Application for Richard V Davis Living Trust, Meier Marsh Holdings, LLC and Barry Bunderson located at 168 East Main Street in the CD-zone.**

Barry Bunderson was present for this item and stated to the commission that he wanted to discuss the geotechnical report. He said that when they started out, the former building official told them they wouldn't need to do a full-blown geotechnical, just some observations when they do footings. But when they turned in the application, they also supplied a lot of soil information with the application and then were told last week they needed to get it specific to this project. He also said that the HTM standards for soil

testing take several weeks, but the plan is to have that prior to the next City Council meeting, and they have a copy of the signed contract. Jaime asked how long it will be until they are done. Barry Bunderson replied that it would be about three weeks. Jaime clarified that it won't be able to be put on City Council - if we approve this conditionally, it won't be on the agenda until it's actually complete. Attorney Coombs said that they can certainly make a conditional approval if that's the direction they want to go, but there might be some issues with the timeline. Barry Bunderson said they would have the report by the 17th. Attorney Coombs said that in order to get it on the agenda, it needs to be to the city by the 10th or 11th.

Shay Stark mentioned to Barry Bunderson that it will need to be reviewed, but it won't take much. He verified that there used to be a house on the property that was at one time a store. He said: I don't know what exactly was there. I'm not expecting them to go in and hit something and find something that is going to blow us out of the water, but at the same time there was a house that probably had a basement, and it probably didn't have engineered fill. We just want to make sure that your cost doesn't go up because they say you need to go in and put a five-foot-wide footing in there or you've got to excavate down another three or four feet to put in engineered fill. We have been really strict now with making sure that we're using geotech reports that are directly associated with that property because we're finding that there are a lot of variables and it's safer for everybody to know up front.

Barry Bunderson brought up the point that the overlap of the new building versus the old building is about 15% and they are mostly out of that foundation area. He also mentioned that there is an overhead utility line that the pond is straddling and so there is some space between the pond and the existing building where there's potential for expansion. There is also some space on the south side of the pond that could be used if future construction of structures happens. The issue is that it's overhead communications and it's not super high - 15 to 20 feet off the ground - which you can see when you look at the CM 101 sheet. Jaime said that one of the things they were asked to look at was the design of the building and how well it fits in, and she said it does have a nice design and fits in well. Barry Bunderson said that part of that consideration was meetings with UDOT and access points and so they used 10 foot setbacks as a good buffer distance, and there is space on the east side that will be landscaped. Jaime asked about the existing house on the east which is a preschool. Barry Bunderson said that there is already a privacy fence. Jaime asked if there were any more questions or concerns.

Jaime made the motion to recommend approval of the Commercial Conditional Use Permit Application for Richard V Davis Living Trust, Meier Marsh Holdings, LLC and Barry Bunderson located at 168 East Main Street in the CD-zone with the condition that the geotechnical report gets completed for this project prior to it moving on to City Council. Jacob seconded the motion. All voted in favor and the motion carried unanimously.

4. **Consideration to recommend approval of the Mining, Quarry, Sand, and Gravel Conditional Use Permit Application for Ardero to conduct a gravel excavation business on 563.65 acres located at approximately 1100 North SR 138 in the MG-EX zone.**

Shawn Johnson was present for this item. He stated to the commission: I'm with Ardero and I received a letter and have been talking with Kristy over the phone. It was a recommendation from Aqua Engineering to table this item and then in two weeks from this meeting, we'll be holding an in-person meeting to do a sidewalk and to discuss this further. Shawn Johnson then asked if it would be possible to have the engineer at the next meeting to help answer questions. Shay Stark said that we'll make sure the engineer is there. He mentioned that he was talking with somebody from the company, and they figured the storm water design and other engineering issues that need to be addressed as part of the CUP is going to cost them about $150,000 to complete. He said that if they don't comply, obviously they're not going to be approved. But if they comply then they'll be approved for the CUP.

Shay Stark then said that he would love for a couple of planning commission members and even a couple of City Council members to be at this meeting to have the opportunity to be educated about what some of these things are. He said that he's had some people asking questions specific to the map, so that would be a good way to clarify some things. Shawn Johnson said that he would love the opportunity to help everyone understand what's going on. He then said he'd like to recognize Steve Burgess and his input.

Jaime asked Shawn Johnson if he owns the property, because it says "implied ownership." Shawn Johnson replied that it means they're under contract, and they're closing on it next Wednesday. He also added that they can provide that contract if anyone would like to see the agreement. Jaime said that would be sufficient. Shawn Johnson asked if they'd like to schedule that meeting here. Jaime responded that it would probably need to be scheduled through the city. Shawn Johnson said that they would love if it could happen before next Wednesday because that's when they apply to close. Jaime said that looking at it from a planning and zoning perspective, it's zoned properly, so that's a good step one. There was then a discussion that clarified that the city still has some legislative authority to make certain decisions related to the property, so they could change the zoning and the code requirements if there was a danger to the public health, safety, and welfare, but it is anticipated that they would follow along with what the current zoning is.

Jaime made a motion to table the consideration of the approval of the mining query sand and gravel and conditional use permit application for Ardero to conduct a gravel excavation business on 563.65 acres, located at approximately 1100 North SR 138 and the MGEX zone. Gary seconded the motion. All voted in favor and the motion carried unanimously.

Shawn Johnson asked: Jaime, can I ask one more question about that? Jaime said that it's technically closed, but asked what his question was. Shawn Johnson said: The letter, I'm wondering if when this reading is done, is that preliminary approval with that reading or do we not get preliminary approval until we come back? Jaime responded: No, you'll have to come back here. Shay Stark confirmed that was correct.

5. **Consideration to recommend approval of the P.U.D. for Scot Hazard on the Grantsville Professional Park located at 163 South SR112 for the creation of one (1) building consisting of eight (8) units for professional offices in the CD zone.**

Scot Hazard was present for this item and he stated to the commission: There's no change since the last time we chatted, so hopefully this is a simple process. Gary asked Scot: Do you think they'll have sufficient water when we get these tied together at the light? Scot Hazard replied: There's a possibility of that. They do have scheduled tomorrow morning at nine o'clock a protest by a third party contractor that I'm going to witness, and we'll see. Gary asked how big the main is on 112. Scot Hazard said: The existing one is eight inches. And that's part of the reason why we're doing the third party test is because according to all the data from Craig Neely, he said there's no way that 750 is an accurate reading. So as we evaluated the city water modeling with the test, we're not sure if there is some anomaly there. Maybe the city's got some validating that's a little goofy. And we checked several in that whole area. So, we had it scheduled for Tuesday through Kristy and there was some conflict I think in scheduling with the fire department to witness that. But we're on schedule for tomorrow at nine o'clock, and I should have the report by the end of the day tomorrow from our water guys.

Shay asked: Is the waterline live on Main Street now? Scot Hazard: I am not sure if the new one is tied into that or not. I know the valves are all being put in. Gary said: I don't think they've tied it in there at the intersection. I think that's why the plates are on the street and there's a big hole there, and I know they haven't put up any of the utilities yet, so they're still doing something on the main. Shay Stark expressed concerns about running tests now until we have the actual line tied in, so we can see what flows actually will be, because by the time that new line comes in, that may not be an issue at all. He said that's what Mr. Neeley suggested to us as well - if there's any deficiency in the current pressure and flow, it will be resolved with the Main Street connections. He also mentioned that at this time we'd have to do another test. Scot Hazard said: Right, and we understand that. Any idea on the time frame to connect and charge the line? About a month away? Shay Stark replied: At least.

Jaime asked: Are there any additional recommended terms on the developer contract? There's a big red line that says any additional terms that may be discussed, so is there recommended that we'd consider? Just that bottom of the exhibit B. Shay Stark said: These were the items we came up with previously through the discussions in the preliminary. I will suggest for item number three, that developers should provide the city with a 48-hour notice prior to working around the city water and sewer infrastructure, that it should go into the standard boiler plate. I've been talking with

James the last few days and he would like to add additional language to that. I contacted him because I'm concerned about what sort of coordination needs to occur when the contractors actually tie into the lines. So he's starting to look at that, and he sent me an email today with some thoughts on that. Other than that, I'm not aware of any other terms that needed to be in this exhibit B, unless there's something that the planning commission thinks needs to be there. Gary said: I do have one question where we go way back on this southwest corner where the road cuts into the radius here. Remember we had the question about titles and recordings and easements, and the walk had a straight boundary, which had gone into the curve? And you got past three or four easements on the property. They were all straightened out. Scot Hazard said: Yeah we have it. We're not finalized through the permitting process with UDOT, but as far as that consideration goes, I believe it's been resolved. They've issued a kind of a template easement document for the neighboring property owner for me to execute. I've executed one with UDOT for the same purpose if they want him to execute one. But we've been in constant communication. I don't expect an issue there. Gary said: Okay. The question I had before is if all the title paperwork is searched out – it didn't match the drawing for the property - the one for the county recorder. The property description and so on still basically showed a rectangular parcel. It doesn't show this radius. It shows all these easements here. Scot Hazard said: So we're in the process of correcting some of that with UDOT, if it deals with the defined center line of road and the highway. And UDOT kicked it back to us and said we're in error, and our survey team reengaged with UDOT and said no we don't think so. Because as we follow their center line of the highway, it puts the highway in the middle of the clinic across from the Maverick. So they're looking to reevaluate how that connects in, and I'm not sure how they'll resolve that. But that issue is not on my end. It's on UDOT's end to redefine that center line of the highway.

Scot Hazard then said: One item and I don't know if this is the body to address this with, or if it's more appropriate for the City Council, but I just received this development agreement two days ago. We have a number of questions, and Kristy recently suggested that I get together with Mr. Stark to discuss those things. We'd like to set up an appointment to visit with him about that, and I think we can discuss those items offline. But the one item I did want to address here was discussed at the preliminary and deemed unnecessary, but it was this requirement to install the concrete walkway along the front edge of the highway. And if you recall, I provided space for it. So I've designed for it in my civil design so that at some point there is a space that works between my parking lot and my retention pond. We'll put that in, but right now it's just wasted money - it's a walkway to nowhere. And who knows how long before it will have connectivity. I just want to make sure that we're all singing out of the same songbook, and you're okay to remove that from the development. Shay Stark said: This is not saying that it has to be put in now - it's saying at the point in time that the improvements are made. Right now you can't do it anyway because of UDOT – it would change the classification of that highway, which puts them in a bind. But all we're asking is that at the time that this does improve out there, at some point that classification will change. If things build up all the way around it and improve, then the owners at that time would be required to put in the sidewalk. Attorney Coombs

mentioned that what we would request is that when it's recorded, there's something in there that says that the sidewalk would need to be installed upon the request of Grantsville City at some future date. He said that we've done that with other properties. Jaime added that we do that with minor subdivisions all the time.

Scot Hazard suggested maybe changing the wording of that, and Jaime confirmed that the City Council is ultimately in charge of making final decisions as to language and wording. Jaime then asked Gary if he had any concerns with the drawings or anything. She said: I did note in the memo from Aqua Engineering that there was the statement about how there are a few minor details that will need to be addressed with the drawings with staff. When will that take place? Shay Stark replied: We addressed those before City Council. We've talked about some notes with storm drainage and that, but we're putting out details just to make sure it's clear for the contractors. Jaime said: Right. I just wanted to clarify when that when that's going to take place. Scot Hazard said: We're accustomed to updating technical details like that. I haven't seen any red lines, but as soon as we do, we can make those adjustments. Gary said: I see on note six here on the sidewalk that it's kind of based upon you guys being responsible down the road in the future when all those improvements are made on the highway. So I know in our small subdivision stuff, we have the provision wording that makes the property owner financially liable at that future date. So we can work on something else. Jaime verified that there were no other questions or concerns.

Jaime made the motion to recommend approval of the P.U.D. for Scot Hazard on the Grantsville Professional Park located at 163 South SR112 for the creation of one (1) building consisting of eight (8) units for professional offices in the CD zone. Gary seconded the motion. All voted in favor and the motion carried unanimously.

6. Consideration to recommend approval of the Final Plat for Scot Hazard on the Grantsville Professional Park located at 163 South SR112 for the creation of one (1) building consisting of eight (8) units for professional offices in the CD zone.

Scot Hazard said: I don't know if that definition is completely accurate because we have three lots as part of that subdivision, one of which is dividing into eight individual condominium units within the building. So I just want to make sure that's clear. Jaime said: Yes, but this final plot is only for your one lot, correct? Scot Hazard said: No, it should be for all of it. It shows the three lots. Jaime said: I think it actually doesn't state that about the lots. It talks about one building with eight units. Scot Hazard said that’s why he wanted to clarify. Jaime asked if any more discussion was necessary.

Erik made the motion to recommend approval of the Final Plat for Scot Hazard on the Grantsville Professional Park located at 163 South SR112 for the creation of one (1) building consisting of eight (8) units for professional offices in the CD zone. Gary seconded the motion. All voted in favor and the motion carried unanimously.

7. **Consideration to recommend approval of the Final Plat** for Mountain Vista Development, Inc. on the Hunter Estates Subdivision located at 420 South Center Street for the creation of thirteen (13) lots in the R-1-21 zone.

   Monte Kingston was present for this item and he stated to the commission that he is here on behalf of Mountain Vista Development. Jaime alerted Monte that he had a typo in the CC&Rs in section 10, exterior materials, in the last sentence: "…Shall determine which exterior materials are acceptable for use in walls crossing." Monte said they will fix that.

   Gary said: I see we're still proposing a sump in the middle of the road and not tying that into the retention basin right on the north end. I think it would be better than having a sump under the street. We talked about that in the drawing review on sheet VP02. Shay Stark stated, there's a little bit of conflict with the elevation of the basin versus the sump and being able to make that work so the catch basin isn't sitting full of water and flowing into the street. Gary said: Remember we had this discussion clear back at the original drawing review, and on this sump, it's basically being built with a dyke around it on the boundary on the north end, right? Why not lower the bottom of the pond to match the existing ground rather than raising the existing ground to make a pond, and thereby take the water from the street into the pond rather than putting it in the sub drain of the street? We've got an old floor on the new street. I think the top of the pond is row five. Shay Stark responded: The pond itself is deeper than three feet, but it's basically got to be set up so it only allows three feet in there, but at that level we don't want it spilling over the top of the pond. So what is done here is a challenging situation because things are so flat in there, and it's trying to balance those two out. He's basically got a small berm up above the grade - the grade has been built up a little bit to provide that freeboard from what the existing ground level is. It might be able to be excavated deeper. The pond would have to be reconfigured somehow to make that happen. Gary said: As I mentioned, on our very first plan review, my concern was that we're not going to be able to drain the streets. Shay Stark replied: Correct. And so what he's trying to do is basically balance that out and try to get the top of the water in the pond down at that ground level while leaving plenty of room to build the house on the lot.

   Monte said: We can have him review it again and work with Shay to see if there's a better option there. Gary said: From an engineering point of view, putting water in the sub drain below is contrary to normal design. The whole purpose of the storm drain system is to dry out the road. The sump sits deeper in with the gravel where the water resides. With that, if we look at the road sump detail on DO1, showing the concrete floor and the sump, how's it going to drain, and where is that culvert going? Shay: The top detail is the manhole. This is a box that would be flowing to the sump. That bottom box is the standard detail we've used. The sump itself is the manhole with the rock around it, which has a perforated pipe around the sides so that it's draining water into the rock, plus the bottom of it as in gravel. But in some cases you have a situation where you'll have a box in the road, and the water's caught there, and then it's taken over to a manhole. Gary asked: Where is the sump? If you've got a catch basin with

pipelines and a sump, where's the sump of DPO2? Or is the catch basin the sump? Shay replied: No, there'll be a separate manhole. It'll sit in front of that catch basin which is the sump. The catch basin will be physically piped into the manhole. You don't drop the manhole directly into the gravel, if that makes sense. Gary said: Okay, but PPO2 doesn't show anything but the curb box. So are we missing a catch basin on the drawing and the part associated with it? Shay said: We're showing the catch basin. He just hasn't shown the circle for the manhole. He's referencing that sump detail, so that's what's going to be constructed there. We can have them add a circle out there showing that manhole. Gary asked: Could it be positioned beneath the sidewalk or something? Are we going to cut into the sidewalk for access? Shay said that we could do that, but it just depends on what the public works director prefers. He said: I went through a situation in another city where we were putting them all on the park strip and the sump was underneath the sidewalk. The public works director said he had issues with this because people come in and plant trees in the park strip and then those tree roots end up going down through the gravel. Gary asked how to handle this, because we're injecting water into the ground, so this wash needs to be a deep box with a snout and a pipe over to the dry well. He expressed concerns about keeping the groundwater clean, suggesting that some more engineering be done right there. Monte stated: I'm sorry, my engineer is not here. He's in Hawaii. I'll talk to him about it and make sure that's on there. We have come up with that language explaining the snout. Gary said: The drawing for this plan set doesn't have the snout details in here, like the Grantsville park does. Shay said that he'll talk to James about the location of those stumps.

Jaime asked: So the development agreement has a red line about a fence being removed - what's happening with the fence? Monte said: There is a fence on the south property boundary. It actually starts about six and a half feet onto our property that's on that east end, and it works to about right on the property line, so it's got to come down. I think it was put up by McBride in the first place, but because it's on our property, we have to take it down in order to do improvements. Jaime asked if they are putting anything back up on the property line. Monte said they don't have any intent to. Jaime said: Okay, and then there's the question about whether or not the fence on that east side of the north property line be replaced. Monte said: No, that was just going to be removed. It was a separation fence from part of the section of their yard and whatever you may consider here. Jaime asked him: Have you reviewed the development agreement? Monte said: Yes.

Jaime moved on to the discussion about item number four, paying for and developing this road. Monte said: See that right of way? It's a private road. McBride owns it, and so it's a little bit problematic. They're going to try to have us improve somebody else's property at some point in time. I don't know whether McBride's going to deed that right away over to the city or what, but that whole area south of Harris Street was owned by McBride. The access that Butler was using was a right of way easement, so they won't lose their right of way because the road will replace that. But anything north of our property boundary is McBride's property. Gary asked: There's no city street? No right of way access to this? Jaime asked: So is this item number four going to be part of the agreement? Shay said: Well I think what probably needs to occur here is we

need to pull Mr. McBride in. along with the mayor and city attorney and have a meeting and discuss this before the City Council. Our map shows that as a city street, but it's not. The width is really narrow. We can't require them to put sidewalk on McBride's property. We can't force McBride at this point to dedicate land to the city. Monte said: We had our engineer pull the ownership and McBride owns all of that right of way. We initially looked at it and thought that maybe we would just put curb and gutter but not do the sidewalk because we've got a fence there. We're just looking at the physical boundaries. But we didn't check the ownership. Shay said: So we need to clarify that and we need to have a meeting about that because we can't have them accessing across a private right of way. The law basically states if you have an access that has been in place for 20 years, then that access remains. But that doesn't mean you have the right to increase access or to change the improvements that are on there. Monte said: We talked about adding on the plat a right of way easement and having Mr. McBride sign on the plat. Shay responded: That's a perfectly acceptable option. Right now we just need to make that transition at that intersection with Third street and Center street so that we've got an appropriate access into that subdivision. Monte mentioned: I don't think Mr. McBride is going to be opposed to having that approved, it's going to be who pays for it. Our margins are pretty thin as it is. We're doing on Center street half plus and then we're doing the curb on the right side and then you're doing the full width curb and gutter on the south side. Gary said: If that's a private street, we had the discussion last meeting about the utilities going north out of there. I think the city water department said it was a four inch or three-inch water line. How are we going for furnish water to this thing if all we have is a 3 or 4 inch main? Shay said that they were tying into the street and so the easement would cover the utilities underneath. Gary said: We need a utility drawing showing that. Right now we stop at the property boundary on PPOP. In C6 it looks like it's going up there a bit, but I'm not sure what street that is. It's not labeled and on the PP sheets there's no plan or profile for it. Shay said: C3 is showing the waterline going to Pear and the sewer connecting into the existing sewer partway in front of McBride's house. So C6 should show the same, that it's going all the way. Gary said: Last time there was a question about extending all the way up there and who did it, and when, and who paid. Monte said: I think that discussion is probably going to come out with the mayor and City Council. Gary then mentioned that on C3 where it talks about Center Street improvements, it appears to show curb, gutter, and sidewalk all the way to Pear on the west side. Monte said that they just added that. Gary asked if there was an agreement with those owners to pay for that and when it will be done. Shay said that's where the development agreement comes in because based on the property line, the sidewalk and part of the park strip are in Mr. McBride's property. Monte said that Brian has a big rock fence out in front of his yard and that it would have to get torn out to put the sidewalk in there. Jaime clarified that the development agreement is obviously still in pretty drafty form. She then asked if there were any other concerns or questions.

Jaime made the motion to recommend approval of the Final Plat for Mountain Vista Development, Inc. on the Hunter Estates Subdivision located at 420 South Center Street for the creation of thirteen (13) lots in the R-1-21 zone. Erik seconded the motion. All voted in favor and the motion carried unanimously.

8. **Consideration to approve the meeting minutes for the previous P&Z Meeting that was held April 11, 2019.**

Jaime asked if there were enough people present to approve the minutes from the previous meeting. Erik said: It was just Gary and Robbie and I. Jaime said: I think we handled that once before didn't we? No, there were only the two. Erik said: Yeah. Jaime confirmed: So we just need to table it.

Erik made the motion to table the approval of the meeting minutes for the previous P&Z Meeting that was held April 11, 2019. Gary seconded the motion. All voted in favor and the motion carried unanimously.

9. **Consideration to approve the meeting minutes from the previous P&Z Meeting that was held on May 23, 2019.**

Jaime asked Erik if he was here for that one. Erik said that he was not. Jaime asked: So we had the same issue? Jacob said: And I wasn't here either.

Jaime made the motion to table the approval of the meeting minutes for the previous P&Z Meeting that was held May 23, 2019. Gary seconded the motion. All voted in favor and the motion carried unanimously.

10. **Report from Council Liaison Member, Neil Critchlow.**

Councilman Critchlow stated to the Commission: I wasn't at the council meeting physically, but I was on the phone the last time. We talked about the retirement houses and the 70 housing units for 55 years and older. My greatest concern with that is you can say all of this, but then it can't be changed after you approve it. We also discussed the apartment complex on Main Street. The setbacks on that were pretty bad and the neighbor had animal rights and basically if we change the zoning, he could come in and change the whole process. All the other things that were brought up about parking and garbage were good to discuss. We voted as a council to deny that.

He also addressed the commission’s lack of a quorum. He said: Can we just table the meeting so that the public hearings and the agenda items stay connected? We’ve had public hearings that have been on one meeting because we haven't had a quorum, and then the approval comes at a different meeting. Jaime said: I suppose we can, but we've already had the public notice and the public here to speak and put their information on the record. Then it would just be bringing the public back for a second time. We’ve talked about having the public meeting on a different date than the decision so that we could actually take in the information from the public and have an opportunity to process it and address concerns. We haven’t actually done that, it’s not a process we've changed to, but it was a consideration. So I don't know that it's necessary to table the whole meeting. I think the public doesn't necessarily understand what our role is and what we can or cannot do. They think they’re going to come and voice their opinion

and that's going to change what we're required to do, and oftentimes that can't happen. If the developer has met our codes, we don't have the authority to say no. Neil Critchlow mentioned: Another comment was that maybe even on a final plat like Mountain Vista brought in tonight, it would be a good idea to have a public moment before that. I know the state law says the minimum is one. He then addressed the mess on the road with Mountain Vista. Gary said that it's not a public right of way and technically we shouldn't be allowing it be developed. Shay Stark said: We can address that with an easement. That's done all over the place and is not a problem. Our city map shows it as part of public right of way, and it is narrow. I'm going to check with our city engineer and see if I can get a copy of that information because that hasn't been provided to us before. Jaime asked if somebody reviewed the title report. Shay said: It is possible that years ago there was an easement put in place and the title company hasn't caught that. Title companies do a pretty good job but sometimes things get filed in strange places or don't get linked digitally. Neil Critchlow said: I was just kind of reemphasizing that these development agreements are essential to this process. It's good to have these discussions.

He then asked: Where is this gravel cut exactly? Is it just south of the one that's already being sorted out there? Attorney Coombs replied: Yes, so it's north and west of the Walmart distribution center. Shay Stark said: This parcel came in as part of the flex annex station. It was zoned for mining and mineral extraction. We did have that public hearing on the people who were interested in resolving their parcel for gravel extraction and Mr. Burgess got up and said he recognizes that he's going to have one behind him that was already zoned and he was okay with that, but he wasn't okay with an additional one being added to the side of him. Gary mentioned a few other things to bring to the council. He said: Over the last few years, I can remember several instances where developers have come in and said they made a side deal with somebody here in the city that is outside of the planning and zoning and council process. Can we have some memo out to our staff to say, "Hey, don't do that?" Neil Critchlow asked if he was referencing the geotech incident. Jaime said yes, that was a good example. Gary said: We have had similar issues where developers make a deal with someone and then we get the drawings and say, "Where did this come from?" Attorney Coombs said that the DRC is supposed to be where this stuff gets knocked out. But at the same time, it seems like we've got a lot of people wanting to go talk with somebody and try to get guidance or approvals outside of the process. He said: Well, in this particular instance, the person that he spoke with had no authority to make that representation. Just because he comes back and says, "Hey, you have this building official that said I can do this," that doesn't mean that we can automatically just say yes, you can do that. It needs to go through the right channels and we explained that to him and he understood and that was fine. Gary said: Right. I don't have a problem with Barry on this one. I have a problem with a city official working outside of the box. Shay said: I think these kinds of outside discussions need to be documented so everyone understands what's happening and somebody doesn't get falsely accused of making some sort of under the table deal, which really wasn't the case here. It just had the appearance of that because of unclear documentation. Jaime added: And developers are clearly relying on these conversations that they shouldn't be relying on. Maybe it's a matter of staff training.

She then said: That actually brings me to the development agreement. Where do they have the conversation about what needs to be in the development agreement? Attorney Coombs replied: I would say a lot of that is still in flux. We know the development agreement shouldn't come into place until the final, where we would get things from the DRC, from staff, and then also from this committee and even the City Council. A preliminary shows what things are necessary for us to have some sort of special agreement on, and we would then incorporate those in the development agreement for final approval at the time of the final plat. Jaime said: I think that helps because I know that we've had developers come before us and we've mentioned they're going to need a development agreement and they ask who they need to talk to, and I don't know the answer to that. Shay Stark stated: And these have gone through this process as we've described and it did exactly what it was supposed to do tonight. I put some questions in there, one being that it still isn't clear on who's going to pay, which is fine because it's not necessarily something that the planning commission has to concern themselves with. But just by bringing that up, now we know there's an issue with right of way that we weren't aware of before. It's now between him and the City Council to agree upon the final.

Gary mentioned that we might want to keep track of things as they happen with the development agreement because if we don't have a written record of it six months down the road, only some of the things will get on the list. Neil Critchlow asked: So when you have DRCs, do you guys report them? Do you take memos on them? What do you do? Shay Stark replied: We have a letter associated with it. It would show up in the packet with the planning commission and then with City Council. Where I'm seeing a disconnect right now is with the changes that are made at City Council and clearly getting that back to the staff. What's happening with this timing is they'll go through an approval with City Council and they'll be right in with the next step and before official minutes have been approved and posted, we're in DRC and in discussions again on the next step, not knowing the full outcome from City Council. We're just hearing bits and pieces. So maybe if it starts with that DRC letter and then we just have somebody add to that with each one of the meetings, that would be helpful. Gary said: If you've ever done a punch list, nine times out of ten it's a yellow notepad that someone carries with them and every time they see something, they write down on that pad. At the end, that punch list has documented and kept track of all of those things as they arise because I guarantee that by tomorrow half of them will be forgotten. Shay Stark said that we can send that as part of the planning commission package. He added: I did that one time and kind of regretted it because the planning commission saw the memo early on and made the assumption that these were all outstanding issues that hadn't been addressed. But there was still another memo saying yes, this is okay. As long as everybody understands, it may actually be helpful to City Council because there's a lot that goes on in DRC that City Council probably is not aware of. Gary said: If we had a running log of development agreement issues, and we left off things like verifying pipe size and changing the location of the utility and other engineering things, and kept in things like going from standard curve to roll curve or going from sidewalk to trail, that would show the things that should be in the development agreement and not notes about sizing

a pipe. That kind of thing should be on the engineering drawings. That way, we could eliminate a lot of that other stuff that might cause confusion, and yet still keep a running log of it. Shay Stark mentioned: With the Grantsville Professional Plaza, which was the first one that we carried to the preliminary and final, when you received my memo after the first DRC, I had a list of potential items for the development agreement. We had no idea what was going on and if that carried through to City Council, so it would be easier if somebody would make the effort to just jot down the specific items that City Council motions at that time. The hard part here is that I can see a problem with this until minutes have actually been approved. We're trying to act on something that hasn't been approved, and there's a reason they're not posted yet, because City Council hasn't had the chance to review them and make sure that they reflect their thinking. Gary said: We've just got to work out the bugs and get everybody on board with it. It's going to take a little bit to get everybody up to speed. Neil Critchlow thanked everyone and said he appreciates them.

11. **Adjourn. Jaime made the motion to adjourn the meeting at 9:19 pm. Erik seconded the motion. All voted in favor and the motion carried.**

Kristy Clark
Zoning Administrator