SOUTH WEBER CITY
PLANNING COMMISSION WORK MEETING

DATE OF MEETING: 8 August 2019 **TIME COMMENCED:** 6:03 p.m.

LOCATION: South Weber City Office at 1600 East South Weber Drive, South Weber, UT

PRESENT: **COMMISSIONERS:** Tim Grubb
Debi Pitts (excused)
Rob Osborne
Wes Johnson
Taylor Walton

CODE ENFORCER: Chris Tremea

CITY MANAGER: David Larson

CITY ENGINEER: Brandon Jones

CITY PLANNER: Barry Burton

DEVELOPMENT COORDINATOR: Kimberli Guill

Transcriber: Minutes transcribed by Michelle Clark

ATTENDEES: Blair Halverson

Commissioner Osborne excused Commissioner Pitts from tonight's meeting.

Approval of Consent Agenda
a. **Minutes 11 July 2019**

Other Business: Commissioner Osborne addressed information he was given by Mayor Sjoblom concerning the public comment portion of a meeting. It is as follows:

1. Those who wish to make public comment need to come to the podium and state their name and address for the record.
2. Keep public comments to three minutes or less per person.
3. Address the entire Planning Commission
4. Note the Planning Commission will not respond during the public comment period.

Short Term Rentals: Commissioner Walton questioned if the city needs to have short term rentals in all residential zones. Commissioner Osborne understands what Commissioner Walton is saying but isn't sure how to identify which zones. David Larson, City Manager, reported many complaints can lead to the shutting down of operating a short term rental, but it has to start

with a conditional use permit. Council Member Halverson pointed out it is one unit per household.

At the Planning Commission held on 11 July 2019, there was a question concerning a short term rental being considered a hotel. The Planning Commission has since received information from Doug Ahlstrom, City Attorney, concerning the definition of a hotel. According to Mr. Ahlstrom, this doesn't apply to short term rental. Barry Burton, City Planner, stated there is a claim that any short term rental less than 30 days, kicks it into the international building code. The two requirements are: (1) sprinkling and (2) less than 10 people. David explained that isn't something the city can take on right now and would be considered a State issue. Discussion took place regarding information that has been left off of the conditional use permit application and the need for the applicant to complete this information (maximum number of people, etc.). David reminded the Planning Commission the property needs to fit into a residential area. The Planning Commission discussed the maximum number of people is based on specific location.

Commissioner Osborne reported there are individuals who will be in attendance tonight that will want to discuss the Deer Run Flats development. He stated they are welcome to make public comment.

Public Hearing and Action on Lopez Retreat Short Term Rental Conditional Use Permit at 1191 E Canyon Drive, Parcel (13-297-0119):

Action on Cobblestone Resort Short Term Rental Conditional Use Permit at 1923 E Canyon Drive, Parcel (13-184-0030):

Action on Adam Braithwaite Short Term Rental Conditional Use Permit at 1936 E Cedar Bench Drive, Parcel (13-165-0050):

General Plan Update: **(no discussion on this item)**

ADJOURNED: **6:28 p.m.**

APPROVED:

Rob S Osborne

Date 8-12-2019

Chairperson: Rob Osborne

Michelle Clark

Transcriber: Michelle Clark

Kim Guill

Attest: **Development Coordinator: Kimberli Guill**

SOUTH WEBER CITY
PLANNING COMMISSION MEETING

DATE OF MEETING: 8 August 2019 **TIME COMMENCED:** 6:32 p.m.

LOCATION: South Weber City Office at 1600 East South Weber Drive, South Weber, UT

PRESENT:

COMMISSIONERS:	Tim Grubb Debi Pitts (excused) Rob Osborne Wes Johnson Taylor Walton
CODE ENFORCER:	Chris Tremea
CITY MANAGER:	David Larson
CITY PLANNER:	Barry Burton
CITY ENGINEER:	Brandon Jones
DEVELOPMENT COORDINATOR:	Kimberli Guill

Transcriber: Minutes transcribed by Michelle Clark

A PUBLIC WORK MEETING was held at 6:00 p.m. to **REVIEW AGENDA ITEMS**

ATTENDEES: Blair Halverson, Carol Braithwaite, Julie Losee, Bridgette Hadlock, Sherry Wooton, Jessica Manyano, Fran Olson, Jean Jenkins, Carissa Wentworth, Haley Alberts, Jeff Bench, Jeff Eddings, Tammy Long, Michael Grant, Paul Sturm, Sandra Layland, Joan & Bill Turner, Lesa & Tom Wright, Mark & Sherrie West, Chris Hanson, Kaitlyn Hanson, Hilary Bench, Francesco & Misti Lopez, and Mindi Smith.

PLEDGE OF ALLEGIANCE: Commissioner Osborne

APPROVAL OF CONSENT AGENDA

- **Minutes of 11 July 2019**

Commissioner Johnson moved to approve the consent agenda as written. Commissioner Walton seconded the motion. Commissioners Osborne, Johnson, and Walton voted aye. Commissioner Grubb abstained as he was excused from the meeting. The motion carried.

DECLARATION OF CONFLICT OF INTEREST: (None)

Commissioner Walton moved to open the public hearing. Commissioner Johnson seconded the motion. Commissioners Grubb, Osborne, Johnson, and Walton voted aye. The motion carried.

********** PUBLIC HEARING **********

Lopez Retreat Short Term Rental Conditional Use Permit at 1191 E Canyon Drive, Parcel (13-297-0119): This application is for a conditional use permit at 1191 E. Canyon Drive for a short-term rental. The total acreage is .33. Hours of operation is 24 hours. There are 6 bedrooms and 7 parking stalls. Commissioner Osborne asked if there was any public comment. There was none.

Commissioner Johnson moved to close the public hearing. Commissioner Walton seconded the motion. Commissioners Grubb, Osborne, Johnson, and Walton voted aye. The motion carried.

********** PUBLIC HEARING CLOSED**********

Misti & Francesco Lopez, 1191 E. Canyon Drive, approached the Planning Commission. Misti explained they have been operating a short-term rental in their home for a few years and she appreciates the opportunity to now be able to submit taxes to South Weber City. She has grown up in South Weber City. She said the majority of rentals are for approximately 15 guests. She said they come for funerals, weddings, Hill Air Force Base, attractions, etc. She hasn't had any issues with those who stay in her home. Misti reported most of the rentals are in the summertime or holidays, but they rent year-round. Her family is not in the home while it is being rented. She explained they have 6 bedrooms and 7 beds. She said they have accommodations for 15 people. Commissioner Grubb discussed keeping this rental with a residential feel. He feels a maximum of 15 people is acceptable. Misti explained they have a three-car garage and enough parking for 7 stalls. Chris Tremea, City Code Enforcer, mentioned the city has not received any complaints with this short-term rental. Commissioner Grubb feels a maximum of 18 occupants would be acceptable. It was stated there should be an annual review of the conditional use permit. Commissioner Johnson commented that his home is located down the street from this home, and he doesn't notice there is even a short-term rental.

Commissioner Grubb moved to approve the Lopez Retreat Short Term Rental Conditional Use Permit at 1191 E Canyon Drive, Parcel (13-297-0119) subject to the following conditions:

1. **Limit of 18 occupants per day**
2. **Annual conditional use permit review**

Commissioner Walton seconded the motion. Commissioners Grubb, Osborne, Johnson, and Walton voted aye. The motion carried.

Action on Cobblestone Resort Short Term Rental Conditional Use Permit at 1923 E Canyon Drive, Parcel (13-184-0030): The proposed use for this property is a short-term rental. This property is 1.14 acres. The square footage of business is 3,000 square feet. The anticipated number of employees is 4. Days of operation is 7 days a week. There are 4 bedrooms and 8 parking stalls. There are 4 smoke detectors, 1 carbon monoxide detector, and 1 fire extinguisher.

WonAe Mier & Dustin Shiozaki, property owners of 1923 E. Canyon Drive, approached the Planning Commission.

Commissioner Osborne explained this item was tabled because of the questions surrounding whether or not this is considered a hotel (Chapter 1 General Provisions 10.1.10 Definitions: HOTEL: A building designed or occupied as the more or less temporary abiding place of fifteen (15) or more individuals who are, for compensation, lodged with or without meals. Hotels (transient lodging) are only allowed in COMMERCIAL-RECREATION ZONE (C-R) and HIGHWAY-COMMERCIAL ZONE (C.H). Commissioner Osborne reported the City Attorney, Doug Ahlstrom, has reviewed this city code 10.1.10 and stated this short-term rental is not considered a hotel.

Commissioner Osborne explained to those in attendance that the city ordinance doesn't allow for two units. This is for one unit. He asked the property owners how many occupants. Dustin said the fire marshal said he recommended for 34 occupants. Commissioner Grubb asked about the 4 employees on the application. Dustin said the employees are there to clean. WonAe said she will stay there sometimes in the basement. Commissioner Grubb asked about how many occupants stay at this location. Dustin said 10 people. WonAe said sometimes they have more, maybe 15. She said they have nine total bedrooms. Barry Burton, City Planner, asked how many beds. WonAe said 11 upstairs and 10 downstairs for a total of 21 beds. Commissioner Grubb voiced his concern because this is a home in a neighborhood and the goal is to keep these homes treated likes homes. He pointed out the city isn't looking for lodges or hotels. Chris Tremea stated he has inspected this home. He reported there are 5 bedrooms downstairs. Some of the bedrooms have queen bunk beds with king size beds. Each room has a smoke detector, carbon monoxide detector, and fire extinguishers. There are 8 parking stalls. Commissioner Osborne discussed 20 occupants. Commissioner Grubb feels that may be too many. Chris Tremea pointed out there have been several complaints on this short-term rental with the main complaint being parking. He suggested the property owners come up with a map identifying where individuals can park. He reminded those in attendance that this is a large home and has potential for a lot of occupants, which brings a lot of noise. He feels with the education and encouragement from the ordinance, it is completely up to the property owners that they are abiding by this ordinance. Commissioner Walton expressed given the number of bedrooms and the size of the lot, he suggested 18 occupants. Commissioner Johnson suggested posting the city ordinance on site. Chris said he advised the owners to have a three-ring binder that is accessible to the customers with the guidelines. Barry Burton, City Planner, feels it is important to be consistent. It was suggested the conditional use permit be reviewed a minimum of annually. Barry said it can be reviewed if needed, more often.

Commissioner Grubb moved to approve the Cobblestone Resort Short Term Rental Conditional Use Permit at 1923 E Canyon Drive, Parcel (13-184-0030) subject to the following conditions:

1. **All tenants must use off street parking**
2. **Maximum of 18 occupants**
3. **Annual Conditional Use Permit Review**

Commissioner Walton seconded the motion. Commissioners Grubb, Osborne, Johnson, and Walton voted aye. The motion carried.

David Larson, City Manager, reminded those in attendance that the conditional use permit is not the business license. He said there are still a few steps that need to be reviewed for the business license for this property.

Action on Adam Braithwaite Short Term Rental Conditional Use Permit at 1936 E Cedar Bench Drive, Parcel (13-165-0050): The proposed use for this property is a short-term rental. The total acreage is .29. The hours of operation are 24 hours Sunday through Saturday. There are 5 bedrooms. There are 7 smoke detectors, 2 carbon monoxide detectors, and 2 fire extinguishers.

Carol Braithwaite, 1936 Cedar Bench Drive, said she is representing her son who has been deployed. She said the maximum occupancy is 14. She said the fire marshal suggested 12 occupants. She estimated an average of 8 occupants. She explained there is a two-car garage. She understands they have had complaints with parking. She has two three ring binders for occupants to read concerning the guidelines. She said they have 5 bedrooms. Chris said Mrs. Braithwaite has been very receptive to his phone calls. Commissioner Osborne suggested a maximum of 12 occupants with 4 parking stalls.

Commissioner Walton moved to approve the Adam Braithwaite Short Term Rental Conditional Use Permit at 1936 E Cedar Bench Drive, Parcel (13-165-0050) subject to the following conditions:

1. **Maximum of 12 occupants**
2. **Annual Conditional Use Permit Review**
3. **Maximum of 4 vehicles**

Commissioner Johnson seconded the motion. Commissioners Grubb, Osborne, Johnson, and Walton voted aye. The motion carried.

General Plan Update:

David Larson, City Manager, explained the Planning Commission has been reviewing the general plan and is now getting ready to present it on-line for public comment. This should take place around 1 September 2019. Public comment will be received throughout September to October 11, 2019. Open Houses will be held October 2nd & 3rd. Hopefully, the City Council will be able to review it by November.

Barry Burton, City Planner, addressed the moderate-income housing section. The State has mandated that cities have a moderate-income housing plan for the last ten years. He explained that each year the State would query the city to see if we had a plan and we would send them a copy of it. Because of legislation that was passed this year, the city needs to adopt a new

moderate-income housing plan by the end of the year. This plan will need to be approved by a State agency and will need to meet their requirements. He explained that in the past South Weber City's income levels were used for the calculations. The State is requiring the city use the Davis County wide average income levels. The income levels for Davis County wide are much lower than for South Weber City, which has affected moderate income housing quite a bit. The housing market, itself, has escalated so high and so fast, that some of the housing the city once considered to be moderate income housing, is no longer considered moderate income. As a result, the only moderate-income housing remaining in the city is apartments.

Barry explained moderate income housing is defined in the Utah Code as:

> *Housing occupied or served for occupancy by households with a gross household income equal to or less than 80% of the median gross income for households of the same size in the county in which the city is located.*

He reported in Davis County that is $75,961, according to the 2017 census numbers. 80% of that is $60,768. That means the formula used to purchase a home at 3.1 x annual salary end up a home purchase of $188,380. There is no housing in the county that is being built and sold for that. There is no townhome is this city that can be purchased for that price. The formula for rent is .27 x monthly income. He explained you take $60,768 and divide it by 12 which equals $5,064 x .27 = $1,367. That means rentals are the only form of affordable moderate-income housing in this community. Commissioner Johnson commented that how many developers will rent at that price. Barry stated the city can't force a developer to rent at a certain price, but the city does have to provide opportunities to rent at that price. He reported the city currently has 87 rental units. The State hasn't required a number of units yet, but he does see that coming in the future. Barry pointed out to get an idea of what this means, he compiled census data to find out how many South Weber residents fall below the threshold of $60,768 and it turned out to be 20%. According to Davis County there are 35% that fall below that threshold. In looking at South Weber City's build out population of 13,000, if the city provided 24% in rental housing, the city would have to come up with 755 units somewhere in this community. He reiterated once again, the city doesn't control that, but the city does have to provide the opportunity. Commissioner Grubb asked if that is the only avenue to satisfy the State. Barry explained that Utah Code Annotated 10-9a-403 (2) (b) (iii) requires the city to choose at least three from a list of 23 ways, A through W, in which it can and will pursue the encouragement of moderate-income housing. South Weber has chosen the following:

(A) Rezone for densities necessary to assure the production of moderate-income housing.
(B) Facilitate the rehabilitation or expansion of infrastructure that will encourage construction of moderate-income housing.
(E) Create or allow for, and reduce regulations related to, accessory dwelling units in residential zones.
(F) Allow for higher density or moderate-income residential development in commercial and mixed-use zones, commercial centers, or employment centers.
(U) Apply for partner with an entity that applies for programs administered by a metropolitan planning organization or other transportation agency that provides technical planning assistance.

Barry explained the city is looking at the potential use of the two gravel pits, as they come to the end of their life, and there is a possibility of housing in the bottom of Staker Parsons Gravel Pit.

He said if the city doesn't do this, the State can withhold funding for roads, sewer, water etc. Commissioner Grubb feels as part of the general plan update, the city should consider the gravel pits for moderate income housing. Commissioner Osborne suggested the Planning Commission go back to the maps and review the zoning in the city.

It was stated the Planning Commission will meet on 22 August 2019 to review the general plan and zoning maps at 6:00 p.m.

Barry asked the Planning Commission if they have any more comments to let him know. He also thanked Commissioner Walton and Brandon Jones for putting together the easement maps that identify the noise zone etc. Barry pointed out there were over 200 documents to go through and pull out legal descriptions. He said you can see where the curve line is that follow the Ldn line. All of the easements are different and have different development restrictions. He understands there may be gaps. He would like to use the map as a flag for the city to require more information. Commissioner Johnson feels the maps should be available to developers. Commissioner Walton stated the land use study will also look at the easements and recommendations; however, he doesn't know when that will happen. Commissioner Walton is aware that a Request for Proposal has gone out and Layton City is asking surrounding cities to review that. David Larson will reach out to Layton City to review. Barry said this information is extremely valuable to the city. Commissioner Johnson said it is important to have public input for the general plan.

Public Comments –

1. **Those who wish to make public comment need to come to the podium and state their name and address for the record.**
2. **Keep public comments to three minutes or less per person.**
3. **Address the entire Planning Commission**
4. **Note the Planning Commission will not respond during the public comment period.**

Jeff Bench, 1916 East Canyon Drive, lives across the street from Cobblestone Resort. He said whatever Chris Tremea makes is not enough. Mr. Bench is grateful for the city for the time and effort spend putting together the short-term rental ordinance. He appreciates the open forums. He is cautiously optimistic. He commented 18 occupants does not happen at this location often and it is usually more. He is excited about 8 vehicles. He would like to be involved. He challenged his neighbors to give the ordinance a chance.

Fran Olson, 6907 E. 675 S., asked how long the renters are staying and if there are any background checks being done. She hopes there is a plan to beautify the city. For example, putting water in the gravel pit.

Haley Alberts, 7560 S. 1740 E. asked about the mandates from the state for moderate income housing. South Weber City is unique geographically. South Weber Elementary is reaching capacity. She asked if the gravel pits are a flood zone. She would like to know what happens if the housing market crashes and whether or not the plan can be amended.

Paul Sturm, 2527 Deer Run Drive, asked if the Planning Commission is aware that the Lofts at Deer Run developer has had issues in Sunset City. He has an exhibit he would like included in the minutes (SEE ATTACHED). He will present the city with a copy of State code and

falsification of official matters. He said the third exhibit is the packet he presented to the City Council on 23 July 2019. Finally, concerning the general plan, he is wondering if it is possible to do track changes. He feels this would allow for more transparency.

Jessica Manyano, 1852 E. 7775 S., asked about the sewer issues for the east side and how that will affect more housing. She hopes it isn't corrected by increasing the water rates.

Chris Hansen, 7318 S. 1950 East, asked if the Planning Commission is aware of the Utah State Building Code. He said more than 10 occupants for short term rentals is in violation.

PLANNING COMMISSION ITEMS:

Commissioner Grubb: He would like the Planning Commission to review an architectural design for upcoming commercial. He would like to review building standards including style etc. He would suggest looking at ways to conserve water with xeriscaping.

Commissioner Walton: He asked how to address schools in the general plan. Barry said the school district does monitor what is going on in cities and are planning for growth. David suggested contacting the Davis School District while the city is in the process of amending the general plan.

Commissioner Johnson: He reported Weber Pathway has built a trail from Fisherman's access underneath Highway 84. He explained Weber Pathway is aware that they will be constructing the trail through the RV Park. He suggested looking at areas for canoes and kayaks by the Fisherman's access area. He reported a study has been done concerning filling the water pit and there are not enough water rights.

Commissioner Osborne: He stated the city has professional people who are trying their best to help us through some of these things. He said Mayor Sjoblom and the City Council want what is best for the city and are doing their best to balance everything the city needs and wants. He appreciates them for all they do. He thanked the Planning Commission for their efforts.

David Larson, City Manager: explained there will be a frequently asked questions added to the city website to answer questions presented tonight and others received by the city. He said the City Council will be reviewing the drafted document and then it will be posted.

He explained there is not a whole lot the city can do about the State mandate for moderate income housing. He said there are 23 options that can be presented so that the community can have input. He said the city has sewer capacity, but the issue is really planning and timing. He said we are modeling flow rates and reading meters for actual flow rates. He said there is flow available for the Lofts and Deer Run. He said a plan is in place, but it just takes time. He said they are trying to answer questions as quickly as possible.

ADJOURNED: Commissioner Grubb moved to adjourn the Planning Commission meeting at 8:26 p.m. Commissioner Johnson seconded the motion. Commissioners Grubb, Osborne, Johnson, and Walton voted yes. The motion carried.

APPROVED: _____ Date 8-12-2019

Chairperson: Rob Osborne

_____

Transcriber: Michelle Clark

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Attest: Development Coordinator: Kimberli Guill

ADD TO 8/8/19 Minutes

QUESTIONS FOR AND INPUT TO THE SOUTH WEBER CITY PLANNING COMMISSION

PLANNING COMMISSION MEETING DATE: 08AUG19

1) Is the SWC Planning Commission aware that "The Lofts" developer, Joseph Cook, has also had significant issues with the Sunset City Council regarding a development in Sunset City. The developer started work before the City Council approved, Councilman Noyes stated that "this has become a habit on this project". Mr. Cook apologized and claimed ignorance. (Please see **Exhibit #1** - Excerpt from Sunset City Council Meeting minutes of 15May18 - Attached)
[**NOTE:** Please ensure that this developer's past lack of cooperation with, and starting work without approval of, Sunset City (just about a year ago) **does not repeat itself** here in SWC with his next development - "The Lofts at Deer Run"!!)

2) Also, just to make the SWC Planning Commission aware, there is a Utah State Code, under Title 76, Utah Criminal Cod ministration of Government; Part 5, Falsifi applicable to various activities that have happer rs! (Please see **Exhibit #2** Utah Code 76-8-501 **Falsifi**

3) **Exhibit #3** is a copy of the uncil on 23Jul19 with information pertinent to "T g presented to the Planning Commission so th f the Planning Commission.

Waiting for minutes 8/8/19

EXHIBIT #1

http://www.sunset-ut.com/pdf/051518cm.pdf

placed on commercial lots. The ordinance has also been reviewed by Administration. He believes the ordinance was simplified and is easier to follow.

Council Member Bangerter made a motion to adopt Ordinance 2018-02 amending Title 10, Chapter 5, Article D: Commercial Zone C-2 of the Sunset City Code. Council Member Carlson seconded the motion. The motion passed unanimously with a roll call vote: Council Member Noyes – yes, Council Member Wiggill – yes, Council Member Carlson – yes, Council Member Bangerter – yes.

2. **Discuss allowing a sanitary sewer lift station to be installed to service the final 16 townhomes of the Sunset Place Townhouses PUD:** Joseph Cook advised they have already installed the vault for the lift station and one of the uninhabited buildings is already tied into it. Roy City will only allow 60 of his units to dump sanitary sewer into their lines, so they redesigned the remaining 16 units to flow into the lift station, which will then dump into the Sunset City sewer line. The lift station is a 2-pump system with an emergency third pump and he also has a contract with a company to service it and repair it if it fails. It holds up to 8 hours of sewage if it malfunctions. He reiterated that it is already installed and he hopes it passes. Scott Nelson of CEC Engineering has approved their plan. He said those 16 units would be assessed HOA fees for the maintenance of the lift station and sewer lines. The other 60 units are being assessed HOA fees for the maintenance of the lines going into Roy City.

   Council Member Noyes is concerned that some of the work has been done prior to obtaining Council approval and believes this has become a habit on this project. That concerns him for what may or may not happen with future projects. Mr. Cook apologized and said he was not aware they needed Council approval on this. Council Member Noyes said when the project was approved Mr. Cook knew about the sanitary sewer issue and it should have been resolved with Roy City before even one building was built in 2015. He is concerned that this is only being brought before them just now. He does not like lift stations because they require constant maintenance; not just when they malfunction. He feels it is not in the best interest of 16 residences to pay for that because Sunset City is not going to do it. He is also concerned that when the station fails, the residents will be calling Sunset City. Council Member Noyes believes that a lift station is just not in the best interest of the residents.

   Council Member Bangerter stated the project needs to be completed, but feels an amendment needs to be added to the development agreement that states Sunset City has no liability for the lift station at all and, if the City eventually has to step in, all costs will be paid by the HOA. As Council Member Bangerter reviewed the agreement he wondered about the sections stating Mr. Cook is supposed to install an entry monument, playground equipment, fencing, gates, etc. Mr. Cook stated they are still moving forward with those items, but there may be a problem with planting trees along the back of the west side because a major gas pipeline runs through there and in the front there are some really tight spaces. However, he plans to plant trees in the playground area. The vinyl fencing has been put in along the east side and has been started along the north side. Council Member Bangerter agreed with

Council Member Noyes that all these issues should have been addressed prior to now and they need to amend the agreement absolving Sunset of any liability.

The Council does not want to see one more building started or anything else done on this project until the Council has reviewed and approved the agreement amendment. The agreement needs to protect the City from any potential liability or any added cost to the City forever and it will also need to be reviewed by the City Attorney.

Public Works Director Monroe clarified he told Darrell, the Project Manager, several times over the past six months to stop working on the lift station until they had Council approval.

Mr. Cook explained another issue he won't be able to comply with is the privacy fencing along the train tracks. The berm from the ground of the the Sunset Place Development to the top of the train tracks is about 15 to 20 feet tall. There is no way for them to block the train from the residences or to put a fence on top of the UTA wall due to wind and no place to anchor it. He'll have a vinyl fence along the north side of the property and he's looking at maybe putting slats in the existing chain link fence along the tracks on the west side. Council Member Bangerter asked why that was even in the agreement then and suggested trying to grow tall shrubbery along there.

Mr. Cook will begin work on the agreement amendment.

3. **Mayor, Council and Department Head Reports:** Council Member Bangerter reported the Bark in the Park car and dog show took place Saturday, but it was raining so there was not a good turn-out. There were a lot of dogs, but only about 20 cars. There were 19 vendors, so he believed if it had been sunny it would have been a great success. He would like to bring it back next year. He has also been wondering if the City should do an RFP for the City's attorneys.

   Council Member Carlson reported on his attendance at the North Davis Sewer District Board meeting. The Board has moved a lot of pipes in Layton and released the easements to those residents affected.

   Council Member Wiggill said he also attended the Bark in the Park event and thought it was well attended considering the rain.

   Council Member Noyes noticed a business has built a nice fence around part of their property and wondered about the ordinance stating the fence has to be opaque where it abuts residential property. It needs to be followed up on to see why it wasn't done. The Council received an invitation to take a Weber Basin Water tour on June 6th and said it was really nice when he has attended it in the past. He will be out of town the first week of June.

   Police Chief Eborn reported he had officers at the Bark in the Park event and there were no issues.

Exhibit #2

Part 5
Falsification in Official Matters

76-8-501 Definitions.

As used in this part:

(1) "False statement" includes a false unsworn declaration, with "unsworn declaration" being defined in Section 78B-18a-102.

(2) "Material" means capable of affecting the course or outcome of an official proceeding, unless the person who made the statement or provided the information retracts the statement or information before the earlier of:

(a) the end of the official proceeding in which the statement was made or the information was provided;

(b) when it becomes manifest that the false or misleading nature of the statement or information has been or will be exposed; or

(c) when the statement or information substantially affects the proceeding.

(3) "Official proceeding" means:

(a) any proceeding before:

(i) a legislative, judicial, administrative, or other governmental body or official authorized by law to take evidence under oath or affirmation;

(ii) a notary; or

(iii) a person that takes evidence in connection with a proceeding described in Subsection (3)(a)(i);

(b) any civil or administrative action, trial, examination under oath, administrative proceeding, or other civil or administrative adjudicative process; or

(c) an investigation or audit conducted by:

(i) the Legislature, or a house, committee, subcommittee, or task force of the Legislature; or

(ii) an employee or independent contractor of an entity described in Subsection (3)(c)(i), at or under the direction of an entity described in Subsection (3)(c)(i).

Amended by Chapter 298, 2018 General Session

76-8-502 False or inconsistent material statements.

A person is guilty of a felony of the second degree if in any official proceeding:

(1) He makes a false material statement under oath or affirmation or swears or affirms the truth of a material statement previously made and he does not believe the statement to be true; or

(2) He makes inconsistent material statements under oath or affirmation, both within the period of limitations, one of which is false and not believed by him to be true.

Amended by Chapter 324, 1997 General Session

76-8-503 False or inconsistent statements.

(1) Except as provided in Subsection (2), a person is guilty of a class B misdemeanor if:

(a) the person makes a false statement under oath or affirmation or swears or affirms the truth of the statement previously made and the person does not believe the statement to be true if:

(i) the falsification occurs in an official proceeding, or is made with a purpose to mislead a public servant in performing the public servant's official functions; or

(ii) the statement is one that is authorized by law to be sworn or affirmed before a notary or other person authorized to administer oaths; or

(b) the person makes inconsistent statements under oath or affirmation, both within the period of limitations, one of which is false and not believed by the person to be true.

(2) Subsection (1) does not include obstructing a legislative proceeding, as described in Section 36-12-9.5.

(3) A person is not guilty under this section if the person retracts the falsification before it becomes manifest that the falsification has been or will be exposed.

Amended by Chapter 167, 2014 General Session

76-8-504 Written false statement.

A person is guilty of a class B misdemeanor if:

(1) He makes a written false statement which he does not believe to be true on or pursuant to a form bearing a notification authorized by law to the effect that false statements made therein are punishable; or

(2) With intent to deceive a public servant in the performance of his official function, he:

(a) Makes any written false statement which he does not believe to be true; or

(b) Knowingly creates a false impression in a written application for any pecuniary or other benefit by omitting information necessary to prevent statements therein from being misleading; or

(c) Submits or invites reliance on any writing which he knows to be lacking in authenticity; or

(d) Submits or invites reliance on any sample, specimen, map, boundary mark, or other object which he knows to be false.

(3) No person shall be guilty under this section if he retracts the falsification before it becomes manifest that the falsification was or would be exposed.

Enacted by Chapter 196, 1973 General Session

76-8-504.5 False statements -- Preliminary hearing.

(1) A person is guilty of a class A misdemeanor if the person makes a false statement:

(a) which the person does not believe to be true;

(b) that the person has reason to believe will be used in a preliminary hearing; and

(c) after having been notified either verbally or in writing that:

(i) the statement may be used in a preliminary hearing before a magistrate or a judge; and

(ii) if the person makes a false statement after having received this notification, he is subject to a criminal penalty.

(2) Notification under Subsection (1) is sufficient if it is verbal or written and is in substantially the following form: "You are notified that statements you are about to make may be presented to a magistrate or a judge in lieu of your sworn testimony at a preliminary examination. Any false statement you make and that you do not believe to be true may subject you to criminal punishment as a class A misdemeanor."

Enacted by Chapter 215, 1999 General Session

76-8-504.6 False or misleading information.

(1) A person is guilty of a class B misdemeanor if the person, not under oath or affirmation, intentionally or knowingly provides false or misleading material information to:

(a) an officer of the court for the purpose of influencing a criminal proceeding; or
(b) the Bureau of Criminal Identification for the purpose of obtaining a certificate of eligibility for:
(i) expungement; or
(ii) removal of the person's name from the White Collar Crime Registry created in Title 77, Chapter 42, Utah White Collar Crime Offender Registry.
(2) For the purposes of this section "officer of the court" means:
(a) prosecutor;
(b) judge;
(c) court clerk;
(d) interpreter;
(e) presentence investigator;
(f) probation officer;
(g) parole officer; and
(h) any other person reasonably believed to be gathering information for a criminal proceeding.
(3) This section does not apply under circumstances amounting to Section 76-8-306 or any other provision of this code carrying a greater penalty.

Amended by Chapter 131, 2015 General Session

76-8-505 False or inconsistent statements -- Proof of falsity of statements -- Irregularities no defense.

(1) On any prosecution for a violation of Subsection 76-8-502(1) or 76-8-503(1)(a), falsity of a statement may not be established solely through contradiction by the testimony of a single witness.
(2) In prosecutions for violation of Subsection 76-8-502(2) or 76-8-503(1)(b), it need not be alleged or proved which of the statements are false but only that one or the other is false and not believed by the defendant to be true.
(3) It is not a defense to a charge under this part that the oath or affirmation was administered or taken in an irregular manner.

Amended by Chapter 324, 1997 General Session

76-8-506 Providing false information to law enforcement officers, government agencies, or specified professionals.

A person is guilty of a class B misdemeanor if he:
(1) knowingly gives or causes to be given false information to any peace officer or any state or local government agency or personnel with a purpose of inducing the recipient of the information to believe that another has committed an offense;
(2) knowingly gives or causes to be given to any peace officer, any state or local government agency or personnel, or to any person licensed in this state to practice social work, psychology, or marriage and family therapy, information concerning the commission of an offense, knowing that the offense did not occur or knowing that he has no information relating to the offense or danger; or
(3) knowingly gives or causes to be given false information to any state or local government agency or personnel with a purpose of inducing a change in the person's licensing or certification status or the licensing or certification status of another.

Amended by Chapter 92, 2005 General Session

76-8-507 False personal information to peace officer.

(1) A person commits a class C misdemeanor if, with intent of misleading a peace officer as to the person's identity, birth date, or place of residence, the person knowingly gives a false name, birth date, or address to a peace officer in the lawful discharge of the peace officer's official duties.

(2) A person commits a class A misdemeanor if, with the intent of leading a peace officer to believe that the person is another actual person, he gives the name, birth date, or address of another person to a peace officer acting in the lawful discharge of the peace officer's official duties.

Amended by Chapter 42, 2002 General Session

76-8-508 Tampering with witness -- Receiving or soliciting a bribe.

(1) A person is guilty of the third degree felony of tampering with a witness if, believing that an official proceeding or investigation is pending or about to be instituted, or with the intent to prevent an official proceeding or investigation, he attempts to induce or otherwise cause another person to:

(a) testify or inform falsely;

(b) withhold any testimony, information, document, or item;

(c) elude legal process summoning him to provide evidence; or

(d) absent himself from any proceeding or investigation to which he has been summoned.

(2) A person is guilty of the third degree felony of soliciting or receiving a bribe as a witness if he solicits, accepts, or agrees to accept any benefit in consideration of his doing any of the acts specified under Subsection (1).

(3) The offense of tampering with a witness or soliciting or receiving a bribe under this section does not merge with any other substantive offense committed in the course of committing any offense under this section.

Amended by Chapter 140, 2004 General Session

76-8-508.3 Retaliation against a witness, victim, or informant.

(1) As used in this section:

(a) A person is "closely associated" with a witness, victim, or informant if the person is a member of the witness', victim's, or informant's family, has a close personal or business relationship with the witness or victim, or resides in the same household with the witness, victim, or informant.

(b) "Harm" means physical, emotional, or economic injury or damage to a person or to his property, reputation, or business interests.

(2) A person is guilty of the third degree felony of retaliation against a witness, victim, or informant if, believing that an official proceeding or investigation is pending, is about to be instituted, or has been concluded, he:

(a)

(i) makes a threat of harm; or

(ii) causes harm; and

(b) directs the threat or action:

(i) against a witness or an informant regarding any official proceeding, a victim of any crime, or any person closely associated with a witness, victim, or informant; and

(ii) as retaliation or retribution against the witness, victim, or informant.

(3) This section does not prohibit any person from seeking any legal redress to which the person is otherwise entitled.
(4) The offense of retaliation against a witness, victim, or informant under this section does not merge with any other substantive offense committed in the course of committing any offense under this section.

Enacted by Chapter 140, 2004 General Session

76-8-508.5 Tampering with juror -- Retaliation against juror -- Penalty.

(1) As used in this section "juror" means a person:
  (a) summoned for jury duty; or
  (b) serving as or having served as a juror or alternate juror in any court or as a juror on any grand jury of the state.
(2) A person is guilty of tampering with a juror if he attempts to or actually influences a juror in the discharge of the juror's service by:
  (a) communicating with the juror by any means, directly or indirectly, except for attorneys in lawful discharge of their duties in open court;
  (b) offering, conferring, or agreeing to confer any benefit upon the juror; or
  (c) communicating to the juror a threat that a reasonable person would believe to be a threat to injure:
    (i) the juror's person or property; or
    (ii) the person or property of any other person in whose welfare the juror is interested.
(3) A person is guilty of tampering with a juror if he commits any unlawful act in retaliation for anything done by the juror in the discharge of the juror's service:
  (a) to the juror's person or property; or
  (b) to the person or property of any other person in whose welfare the juror is interested.
(4) Tampering with a juror is a third degree felony.

Amended by Chapter 219, 1992 General Session

76-8-509 Extortion or bribery to dismiss criminal proceeding.

(1) A person is guilty of a felony of the second degree if by the use of force or by any threat which would constitute a means of committing the crime of theft by extortion under this code, if the threat were employed to obtain property, or by promise of any reward or pecuniary benefits, he attempts to induce an alleged victim of a crime to secure the dismissal of or to prevent the filing of a criminal complaint, indictment, or information.
(2) "Victim," as used in this section, includes a child or other person under the care or custody of a parent or guardian.

Enacted by Chapter 196, 1973 General Session

76-8-510.5 Tampering with evidence -- Definitions -- Elements -- Penalties.

(1) As used in this section, "thing or item" includes any document, record book, paper, file, electronic compilation, or other evidence.
(2) A person is guilty of tampering with evidence if, believing that an official proceeding or investigation is pending or about to be instituted, or with the intent to prevent an official proceeding or investigation or to prevent the production of any thing or item which reasonably

would be anticipated to be evidence in the official proceeding or investigation, the person knowingly or intentionally:

(a) alters, destroys, conceals, or removes any thing or item with the purpose of impairing the veracity or availability of the thing or item in the proceeding or investigation; or

(b) makes, presents, or uses any thing or item which the person knows to be false with the purpose of deceiving a public servant or any other party who is or may be engaged in the proceeding or investigation.

(3) Subsection (2) does not apply to any offense that amounts to a violation of Section 76-8-306.

(4)

(a) Tampering with evidence is a third degree felony if the offense is committed in conjunction with an official proceeding.

(b) Any violation of this section except under Subsection (4)(a) is a class A misdemeanor.

Amended by Chapter 167, 2014 General Session

76-8-511 Falsification or alteration of government record -- Penalty.

A person is guilty of a class B misdemeanor if under circumstances not amounting to an offense subject to a greater penalty under Title 76, Chapter 6, Part 5, Fraud, the person:

(1) knowingly makes a false entry in or false alteration of anything belonging to, received, or kept by the government for information or record, or required by law to be kept for information of the government;

(2) presents or uses anything knowing it to be false and with a purpose that it be taken as a genuine part of information or records referred to in Subsection (1); or

(3) intentionally destroys, conceals, or otherwise impairs the verity or availability of the information or records, knowing that the destruction, concealment, or impairment is unlawful.

Amended by Chapter 238, 2003 General Session

76-8-512 Impersonation of officer.

A person is guilty of a class B misdemeanor who:

(1) impersonates a public servant or a peace officer with intent to deceive another or with intent to induce another to submit to his pretended official authority or to rely upon his pretended official act;

(2) falsely states he is a public servant or a peace officer with intent to deceive another or to induce another to submit to his pretended official authority or to rely upon his pretended official act; or

(3) displays or possesses without authority any badge, identification card, other form of identification, any restraint device, or the uniform of any state or local governmental entity, or a reasonable facsimile of any of these items, with the intent to deceive another or with the intent to induce another to submit to his pretended official authority or to rely upon his pretended official act.

Amended by Chapter 4, 2013 Special Session 1
Amended by Chapter 4, 2013 Special Session 1

76-8-513 False judicial or official notice.

A person is guilty of a class B misdemeanor who, with a purpose to procure the compliance of another with a request made by the person, knowingly sends, mails, or delivers to the person a notice or other writing which has no judicial or other sanction but which in its format or appearance

simulates a summons, complaint, court order, or process, or an insignia, seal, or printed form of a federal, state, or local government or an instrumentality thereof, or is otherwise calculated to induce a belief that it does have a judicial or other official sanction.

Enacted by Chapter 196, 1973 General Session

ADD TO 8/8/19 Minutes

Exhibit #3 for SWC Planning Commission Meeting 08Aug19

Presentation to the South Weber City Council and Mayor - 23Jul19

Potential Discrepancies, Omissions, and Inconsistencies concerning The Lofts Project.

Highlights of each Exhibit are contained in the following Sections

Exhibit #1 10Aug17 Planning Commission Meeting Minutes

1) Laurie Gale, has asked to take off parcel 13-041-0115 from the rezone application.
2) Stacey Eddings, 2645 E. 7800 S., said she is on the opposite side of the Weber Canal from this property. She is concerned because she doesn't want apartments or businesses looking down into her yard. She is concerned about her privacy.
3) Commissioner Grubb said the C-O Zone would change the use a little bit.
4) Laurie Gale, applicant, said the parcel on the north side of the canal needs to be withdrawn from the application. (second mention)

Question: Why is Parcel 13-041-0115 in Exhibit A of the signed Development Agreement as part of the Development?

Question: Is it not the SWC process to announce via a sandwich board of a pending zoning change, not just those residents within 300 feet of the rezone and notified by mail?

Exhibit #2 22Aug17 City Council Meeting Minutes

Laurie Gale, 1088 S. Malington Lane South Jordan, Utah, said she is the applicant. She wanted to make sure that the fifth parcel on the north side is withdrawn. (NOTE: Parcel 13-041-0115 is now in Exhibit A of the signed Development Agreement.)

Question: If this parcel is truly included in the Development Agreement when was the Rezone Meeting held, and why were the initial invitees to the 10Aug17 not notified again?

Exhibit #3 13Jun19 Planning Commission Meeting Minutes 0 Issue Noted Sewer Capacity to service The Lofts

1) Barry (Burton) said technically, the capacity is not there now, but practically it is there. He said to meet the State statute we are not there, but by next year we should be able to. He said factually we don't have the legal capacity. He said Brandon is stating the capacity does not meet State statute and the city is working on that. Barry said building permits will be issued and occupancy granted once impact fees are paid.

   Question: Is this a potential liability for SWC from the State or the Developer?
2) Barry said we can add that sewer will not impede those things taking place.
3) Commissioner Osborne suggested a certain percentage of commercial filled before the city approves residential spots.
4) Commissioner Osborne is concerned about the commercial going black.
5) Commissioner Walton said without the commercial piece the economic vitality doesn't exist.
6) Commissioner Osbome said the whole creation of that zone is to make sure we have commercial.
7) Overall applicable SWC Citizen comments to Ray Creek LLC during 13Jun19 Planning Commission Meeting:
   a) Jed Schenk said South Weber has always been about being a community. He said if we continue to throw in more townhomes and high density, then it changes what this city is all about.
   b) Rod Westbroek said Jed explained why each one of us moved here for the country charm. He served on the Planning Commission when the City Master Plan was reviewed. He said at that time it was evident that the citizens didn't want high density in this city. He is concerned about setting a precedent.
   c) Candice Mikesome read from the City Master Plan concerning the small-town charm of this city. She understands growth is inevitable. She then quoted from the city's newsletter where the Mayor addresses some of these concerns.

Exhibit #4 Development Agreement 27Jun19 & Noted Changes

1) Paragraph 5 of the signed Development Agreement for the Lofts at Deer Run in South Weber City - **Sewer Capacity:**
   a) The City acknowledges that the Development exceeds the anticipated demand and the needed capacity will be addressed through future Capital Facilities Plans and future capital improvement projects.

   Question: Who pays for this?

   b) The Development's proportional share of the future capital improvement projects which will provide the desired capacity will be paid through impact fees assessed when the Building Permits are issued.
   c) **Building permit approval and occupancy will not be contingent upon sewer capacity.**

2) Paragraph 8 of the Development Agreement for the Lofts at Deer Run in South Weber City - **Hours of Operation:**
   Commercial buildings shall limit the hours of operation of all businesses within the Development to the hours between 5:00 am to 6:00 pm. (NOTE: The Draft Development Agreement detailed that the development would include office, retail, and restaurant occupants. The following was extracted from the Draft Development Agreement:

Chart Extracted from DRAFT Development Agreement. Which Way Is It? - This or Item #8

SouthWeber	5/14/2019 Weekday		Weekend		Nighttime
	Daytime	Evening	Daytime	Evening	
	100% 6am-6pm	6pm-Midnight	6am-6pm	6pm-Midnight	Midnight-6am
Office	100%	20%	5%	5%	5%
Retail	80%	90%	100%	70%	5%
Restaurant	65%	100%	80%	100%	50%
Multi-Family	60%	100%	80%	100%	100%
Child/Office	100%	10%	10%	5%	5%

Question: What is actually being proposed with these changes between 13Jun19 and 27Jun19?

Exhibit #5 South Weber 10-5G-1 - Zone C-O

Exhibit #5 is a copy of the actual code describing/prescribing the requirements of the Commercial Overlay Zone C-O. These requirements are very detailed. (NOTE: The preliminary architectural design for The Lofts does not come close to meeting the requirements of Zone C-O)

Exhibit #6 Extracts & Comments on13Jun19 Draft Development Agreement

Exhibit #6 is a collage of different aspects of the Subdivision/Land Use Process Application, the Draft Development Agreement, the final Development Agreement, and a portion of Zone C-O content. Comment(s) are included with nearly each page. These notes point out potential discrepancies, omissions, and inconsistencies within the various documents.

Exhibit #7 Henry De Varona and CMT Labs comments

On 8Jul19 a SWC citizen met Mr. Henry De Varona (Director of Sales for Sunset Development LLC)

1) Asked citizen about The Lofts - Citizen answered "An Eyesore". Henry answered "Only if you want a view!"
2) CMT Labs arrived to oversee the digging of test pits to perform soils analysis. Was unaware that the property was a declared "Sensitive" area as per the City Master Plan. Henry downplayed the seriousness.

Exhibit #8 Impacts to UDOT and Residents of South Weber City with The Lofts Project

Discussions were held with UDOT personnel to address the impact of The Lofts Project on UDOT projects.

1) A 33 foot tall building and a 20 foot sound wall along the Frontage Road would create an open tunnel.
2) The Lofts is within the UDOT "Protected Corridor" and UDOT Region One must be notified.
3) A 20 foot sound wall would block the view of proposed commercial firms and would cause "black:' space.

Commissioner Johnson moved to open the public hearing. Commissioner Pitts seconded the motion. Commissioners Johnson, Osborne, Grubb, and Pitts voted yes. The motion carried.

* * * * * * * * * * PUBLIC HEARING * * * * * * * * * *

Public Hearing on Rezone: for property located at 2666 E. Deer Run Dr. and approx. 7850 S. 2700 E. (Parcels 13-041-0062, 13-041-0118, 13-041-0068, 13-140-0010, & 13- 041-0115), approx. 2.35 acres, be rezoned from the Highway Commercial Zone (C-H) to Commercial Overlay Zone (C-O) and approx. 0.388 acres be rezoned from the Commercial Zone (C) to Commercial Overlay Zone (C-O) by applicant Laurie Gale: Commissioner Osborne said applicant, Laurie Gale, has asked to take off parcel 13-041-0115 from the rezone application. Barry Burton, City Planner, said the C-H Zone is designed primarily for retail commercial that is highway oriented. He said the C-O Zone is a little bit different and allows for different setbacks. It encourages mixed use (residential and commercial).

Stacey Eddings, 2645 E. 7800 S., said she is on the opposite side of the Weber Canal from this property. She is concerned because she doesn't want apartments or businesses looking down into her yard. She is concerned about her privacy.

Commissioner Grubb said the zone states the type of uses. He said with the current zone of commercial, there are a lot of different uses. He said the C-O Zone would change the use a little bit.

Laurie Gale, applicant, said the parcel on the north side of the canal needs to be withdrawn from the application. She said she has a buyer interested in this property and would like to develop a daycare on the property. She said the C-O Zone allows for a smaller setback.

Mike Grant, did not sign in, said he would like to know the location of this property. He would like to know the height of buildings for both zones. Barry said the height restriction is 35'.

Commissioner Johnson moved to close the public hearing. Commissioner Pitts seconded the motion. Commissioners Johnson, Osborne, Pitts, and Grubb voted yes. The motion carried.

* * * * * * * * * * PUBLIC HEARING CLOSED * * * * * * * * * *

Commissioner Johnson said the city's master plan does identify this area for commercial overlay (C-O) Zone. He said there are a lot of individuals looking for daycare centers. He feels it is needed in this area. Commissioner Grubb said the C-H Zone has a heavy impact on the neighbors and the C-O Zone has a softer impact on the neighborhood. He wants to stick with the master plan.

Barry Burton said this particular zone is recommended in the general plan. He has had numerous contacts with potential buyers and none have been interested in the existing commercial highway zone.

Commissioner Pitts agrees with the softer impact on the residents. Commissioner Osborne is concerned about this being a sneaky way of doing apartments but he has become comforted by the Gales with the possible daycare center.

Commissioner Johnson moved to recommend approval of the rezone request for property located at 2666 E. Deer Run Dr. and approx. 7850 S. 2700 E. (Parcels 13-041-0062, 13-041-0118, 13-041-0068, & 13-140-0010,), approx. 2.35 acres, be rezoned from the Highway Commercial Zone (C-H) to Commercial Overlay Zone (C-O) and approx. 0.388 acres be rezoned from the Commercial Zone (C) to Commercial Overlay Zone (C-O) by applicant Laurie Gale. Commissioner Pitts seconded the motion. Commissioners Johnson, Osborne, Pitts, and Grubb voted yes. The motion carried.

Exhibit #2

ORDINANCE 17-13 Rezone: property located at 2666 E. Deer Run Dr. and approx. 7850 S. 2700 E. (Parcels 13-041-0062, 13-041-0118, 13-041-0068, & 13-140-0010), approx. 2.35 acres, be rezoned from the Highway Commercial Zone (C-H) to Commercial Overlay Zone (C-O) and approx. 0.388 acres be rezoned from the Commercial Zone (C) to Commercial Overlay Zone (C-O): Tom said, Laurie Gale with Deer Run Plaza, LLC, agent for the property of the above listed parcels made application for change of zoning from the current Highway-Commercial Zones (C-H) and Commercial Zone (C) to Commercial Overlay Zone (C-O). On the 10th of August 2017, the Planning Commission held a public hearing to consider the application for change of zoning and recommended approval of the change of zoning. He said this request is consistent with the general plan.

Laurie Gale, 1088 S. Malington Lane South Jordan, Utah, said she is the applicant. She wanted to make sure that the fifth parcel on the north side is withdrawn. She said the potential use is for a Day Care Center. Council Member Casas thanked Ms. Gale for her attendance and feels the Day Care will be a good use for the city.

Council Member Taylor moved to approve ORDINANCE 17-13 Rezone: property located at 2666 E. Deer Run Dr. and approx. 7850 S. 2700 E. (Parcels 13-041-0062, 13-041-0118, 13-041-0068, & 13-140-0010, approx. 2.35 acres, be rezoned from the Highway Commercial Zone (C-H) to Commercial Overlay Zone (C-O) and approx. 0.388 acres be rezoned from the Commercial Zone (C) to Commercial Overlay Zone (C-O). Council Member Sjoblom seconded the motion. Elyse called for the vote. Council Members Casas, Taylor, Sjoblom, and Winsor voted yes. The motion carried.

PUBLIC COMMENTS: (None)

Exhibit #3

amended. Also, to include to allow for another public hearing. Commissioner Johnson seconded the motion. Commissioners Osborne, Grubb, Johnson, Pitts, and Walton voted aye. The motion carried.

Commissioner Johnson said the City Master Plan will have public input prior to the six month completion. It was estimated this will be in September. Commissioner Osborne said an open house will be held and information put on the city website for public comments.

Action on Development Agreement for The Lofts at Deer Run (Mixed Use) Subdivision at approximately 7870 S 2700 E. 3.29 acres on 7 Parcels by Sunset Development: Joseph Cook, of Deer Run Investments LLC, stated the agreement needs to be amended to Deer Run Investments LLC. He then discussed paragraph 3 and suggested approving based on exhibit A. He said paragraph 5 concerning the sewer capacity, there is presently capacity and we would like to see it included in paragraph 5 that it is available now. Barry said technically, the capacity is not there now, but practically it is there. He said to meet the State statute we are not there, but by next year we should be able to. He said factually we don't have the legal capacity. He said Brandon is stating the capacity does not meet State statute and the city is working on that. Barry said building permits will be issued and occupancy granted once impact fees are paid. Ivan Ray said Davis/Weber Canal Company lined the canal and there are casings. Barry said we can add that sewer will not impede those things taking place.

Barry discussed paragraph 6. Commissioner Osborne suggested a certain percentage of commercial filled before the city approves residential spots. He would like to see that added to the development agreement. Commissioner Grubb said the Planning Commission is trying to make sure the commercial space is filled. Joseph suggested creating an incentive zone. Commissioner Grubb said we may need to look at phasing. Barry suggested looking at phasing with the first phase being the commercial and residential facing the frontage road first. Commissioner Osborne is concerned about the commercial going black. Joseph said at some point the demand and supply will meet together and that is where we will find tenants. Commissioner Walton said without the commercial piece the economic vitality doesn't exist. Fred Cox, architect on the project, said the entire length of this development on the bottom is commercial. Barry said the type of commercial will be service oriented. Joseph said he can't guarantee he will sale residential much less commercial, but he does have incentive. Commissioner Osborne said the city needs to make sure this fits into the community that we want it to be. Barry said but you can't guarantee. Commissioner Osborne said the whole creation of that zone is to make sure we have commercial. Joseph said he has more incentive than the city does to have a nice project.

Barry discussed amendments to development agreement paragraph 3, paragraph 5, paragraph 6, and removing item #12. (SEE ATTACHED DEVELOPMENT AGREEMENT)

Commissioner Grubb moved to recommend to the City Council the approval of the Development Agreement with the amendments for The Lofts at Deer Run (Mixed Use) Subdivision at approximately 7870 S 2700 E. 3.29 acres on 7 Parcels by Sunset Development. Commissioner Walton seconded the motion. Commissioners Osborne, Grubb, Johnson, Pitts, and Walton voted aye. The motion carried

OTHER GENERAL COMMENTS ON HIGH DENSITY HOUSING

Jacob McReaken, 1453 E. 7500 S. believes residential high density is not the best location for this property. He did submit a letter to the city. He asked how does approving this rezone accomplishes the master goal of the City Master Plan. He said the setbacks are 15' and there is no landscape. He said there has been no traffic study. He is concerned about the low visibility. The proposal doesn't address fencing. He said there are no internal sidewalks. He feels that is a safety hazard because there isn't an adequate place for children to play.

Jed Schenk, 1630 South Weber Drive, said he is concerned about that property. He has lived in this city for over 40 years. He said years ago everyone went to Ray's Market for gas and milk. He said South Weber has always been about being a community. He said if we continue to throw in more townhomes and high density, then it changes what this city is all about.

Rod Wesbroek, 7903 S. 2800 E., said Jed explained why each one of us moved here for the country charm. He served on the Planning Commission when the City Master Plan was reviewed. He said at that time it was evident that the citizens didn't want high density in this city. He is concerned about setting a precedent.

Candice Mikesome, 1670 E. South Weber Drive, read from the City Master Plan concerning the small-town charm of this city. She understands growth is inevitable. She then quoted from the city's newsletter where the Mayor addresses some of these concerns. She said if this is rezoned high density, there is concern for traffic build up.

Exhibit #4

E 3169718 B 7295 P 562-570
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
07/01/2019 11:04 AM
FEE $0.00 Pgs: 9
DEP RT REC'D FOR SOUTH WEBER CITY

When recorded return to:
South Weber City
1600 East South Weber Drive
South Weber, UT 84405

DEVELOPMENT AGREEMENT
FOR THE LOFTS AT DEER RUN
IN SOUTH WEBER CITY

This **DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into as of this 27th day of June, 2019, by and between **DEER RUN INVESTMENTS, LLC** of 784 Parkway Drive, North Salt Lake, UT 84054 (hereinafter referred to as "Developer"), and **DEER RUN PLAZA LLC** of 10883 South Martingale Lane, South Jordan, UT 84095 (hereinafter referred to as "Owner"), and **SOUTH WEBER CITY**, a municipal corporation of the State of Utah (hereinafter referred to as "City"), of 1600 East South Weber Drive, South Weber, UT 84405. Developer, Owner, and City are heretofore referred to as the **"Parties."**

RECITALS:

A. Owner acknowledge that Developer is their authorized agent to represent their interest in development of their fee simple title property, approximately 3.22 acres, as more particularly described in **Exhibit A** attached hereto (the "Property"). A Concept Plan of the site is attached hereto as **Exhibit B.**

B. Developer proposes a mixed-use development which includes residential and commercial buildings and associated streets, shared parking, and other required improvements collectively known as the "The Lofts at Deer Run" (the "Development"), on the Property.

C. The purpose of this Agreement is to establish the approved criteria required for the development of the Development prior to approval through the City's required subdivision process.

D. City, acting pursuant to its authority under Utah Code Ann. § 10-9-101, *et seq.*, and its land use policies, ordinances and regulations has made certain determinations with respect to the Subdivision and, in the exercise of its legislative discretion, has elected to approve this Development Agreement for the purpose of specifying the obligations of the respective parties with respect to the installation of required infrastructure improvements and such other matters as the Parties agree herein.

AGREEMENT

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

1. **Incorporation of Recitals and Exhibits.** The foregoing Recitals and all Exhibits referenced herein are hereby incorporated by this reference and made part of this Agreement.

2. **City Laws and Purpose**. City determines that the provisions of this Agreement relating to establishment of Developer's rights and obligations are consistent with City laws, including the City's land use ordinances, the purposes set forth in the zoning district, and the City's General Plan. This Agreement is adopted by a City ordinance as a legislative act and hereby amends the City laws only to the extent within the authority of City and only to the extent necessary to give Developer the effect of the rights and obligations of this Agreement where such City laws may be inconsistent with this Agreement's intent.

3. **Subdivision Approval**. This Agreement does not remove the Developer from their obligation to adhere to the City's established Subdivision approval process. The Developer shall comply with all applicable time frames as specified in City Code. Approval will be based on substantial compliance with Exhibit B.

4. **Geotechnical.** The Development is located within the area identified in the General Plan as Sensitive Lands. As such, the Developer must comply with all provision of City Code, Title 10 Zoning Regulations, Chapter 14 Sensitive Lands Development Regulations.

5. **Sewer Capacity.** The Sewer Capital Facilities Plan, dated August 2017, identifies the Property as requiring 4.0 Equivalent Residential Units (ERU's) based on an assumed commercial-only land use. The City acknowledges that the Development exceeds the anticipated demand and the needed capacity will be addressed through future Capital Facilities Plans and future capital improvement projects. The Development's proportional share of the future capital improvement projects which will provide the desired capacity will be paid through the impact fees assessed when the Building Permits are issued. Building permit approval and occupancy will not be contingent upon sewer capacity.

6. **Density.** The Development will be limited to not more than seventy-four (74) new residential units. There shall be a minimum of 27,000 square feet of commercial space.

7. **Parking.** In order to accommodate the parking needs of both the residential and commercial users within the Development, there shall be at least one hundred and sixty-four (164) parking spaces. Of these spaces, there shall be one (1) space dedicated solely for each residential unit with the remaining spaces being shared by both commercial and residential occupants. In order to ensure parking requirements are followed, Developer agrees that future residents and commercial tenants/operators are made aware in writing of the dedicated and shared parking requirement. Signage and pavement marking must be provided designating a specific parking stall to each residential unit. Signage is not required for any remaining parking spaces.

8. **Hours of Operation.** Commercial buildings shall limit the hours of operation of all businesses within the Development to the hours between 5:00 am to 6:00 pm.

9. **Detention Basin**. A detention basin is required in order to control the flow of storm water leaving the site. The basin is the sole responsibility of the Development and will be privately owned and maintained. However, the sizing, design, location and construction of the basin must comply with City Code and City Standards.

10. **Successors and Assigns**.

10.1 Binding Effect. This Agreement shall be binding upon the successors and assigns of the Parties. Owners acknowledge and agree that if the City is not paid in full in a timely fashion by Developer of all monies as stated in this Agreement, no future development will be permitted by City on the Property until full payment is made.

10.2 Assignment. Neither this Agreement nor any of its provisions, terms or conditions may be assigned to any other Party, individual, or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of City, which consent shall not be unreasonably withheld. Any such request for assignment may be made by letter addressed to South Weber City, and the prior written consent of City may also be evidenced by letter from City to Developer.

11. **Default**. In the event either Party fails to perform its obligations hereunder or to comply with the terms and commitments hereof, within thirty (30) days after having been given written notice of default from the other Party, the non-defaulting Party may, at its election, have the following remedies, which shall be cumulative:

11.1 all rights and remedies available at law and in equity, including but not limited to injunctive relief, specific performance, and/or damages;

11.2 to cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement; and

11.3 the right to withhold all further approvals, licenses, permits, or other rights associated with any activity or development described in this Agreement until such default is cured.

12. **Court Costs and Attorneys' Fees**. In the event of any legal action or defense between the Parties arising out of or related to this Agreement or any of the documents provided for herein, the prevailing Party or Parties shall be entitled, in addition to the remedies and damages, if any awarded in such proceedings, to recover their costs and reasonable attorneys' fees.

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

Developer: Deer Run Investments, LLC
784 Parkway Drive
PO BOX 540395
North Salt Lake, UT 84054

City: South Weber City
Attention: City Manager
1600 East South Weber Drive
South Weber, UT 84405

Owner: Deer Run Plaza LLC
10883 South Martingale Lane
South Jordan, UT 84095

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

14. **General Terms and Conditions**.

14.1 Amendments. Any alteration or change to this Agreement shall be made only after complying with any applicable notice and hearing provisions of MLUDMA and applicable provisions of the City Laws.

14.2 Captions and Construction. This Agreement shall be construed according to its fair meaning and as if prepared by all Parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. Furthermore, this Agreement shall be construed to effectuate the public purposes, objectives and benefits set forth herein while protecting any compelling countervailing public interest and providing to Developer vested development rights as described herein. As used in this Agreement, the words "include" and "including" shall mean "including, but not limited to" and shall not be interpreted to limit the generality of the terms preceding such word.

14.3 Term of Agreement. The term of this Agreement shall be for a period of seven (7) years following the date of its adoption.

14.4 Agreement to Run with the Land. This Agreement shall be recorded in the office of the Davis County Recorder against the Property and is intended to and shall be deemed to run with the land and shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement shall be construed in accordance with the City Laws. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Davis County, Utah.

14.5 Legal Representation. Each of the Parties hereto acknowledge that they each have been represented by legal counsel in negotiating this Agreement and that no Party shall have been deemed to have been the drafter of this Agreement

14.6 Non-Liability of City Officials. No officer, representative, agent or employee of the City shall be personally liable to any other Party hereto or any successor in interest or assignee of such Party in the event of any default or breach by the defaulting Party, or for any amount which may become due the non-defaulting Party, its successors or assigns, or for any obligation arising under the terms of this Agreement.

14.7 Entire Agreement. This Agreement, together with the exhibits hereto, integrates all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.

14.8 No Third-Party Rights. The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the Parties named herein. The Parties alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.

14.9 Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore, acts of nature, government restrictions, regulations or controls, judicial orders, enemy or hostile government actions, war, civil commotions, fires, floods, earthquakes or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder, shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage. Any Party seeking relief under the provisions of this paragraph must have noticed the other parties in writing of a force majeure event within thirty (30) days following the occurrence of the claimed force majeure event.

14.10 Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

14.11 Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.

14.12 Governing Law. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

14.13 Exhibits. Any exhibit to this Agreement is incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first written above.

"Developer"
DEER RUN INVESTMENTS, LLC

By Joseph M. Cook Title Manager

Witness the hand of said grantors, this 27th day of June, A.D. 2019.

Deer Run Investments, LLC

State of Utah)
) ss.
County of Davis)

On this 27 day of June, A.D. 2019, personally appeared before me, Joseph M. Cook, the signer of the foregoing instrument, who duly acknowledged that he/she is the Developer of Deer Run Investments, a Limited Liability Company and signed said document in behalf of said Deer Run Investments, LLC by Authority of its Bylaws or Resolution of its Board of Directors, and said Developer acknowledged to me said Limited Liability Company executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

NOTARY PUBLIC
Commission Expires: 08/31/2022

RYAN A ARCHER
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 701870
COMM. EXP. 08/31/2022

"Owner"
DEER RUN PLAZA LLC
By Laurie Gale Title Member - Registered Agent

On this 27th day of June, A.D. 2019, personally appeared before me, Laurie Gale, the signer of the foregoing instrument, who duly acknowledged that he/she is the Registered Agent of Deer Run Plaza, a Limited Liability Company and signed said document in behalf of said Deer Run Plaza LLC by Authority of its Bylaws or Resolution of its Board of Directors, and said Laurie Gale acknowledged to me said Limited Liability Company executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

WHONG KEO INAMAKHOUNE
NOTARY PUBLIC STATE OF UTAH
COMMISSION # 700189
COMM. EXP. 05-31-2022

NOTARY PUBLIC
Commission Expires: 5/1/22

"City"
SOUTH WEBER CITY

By David Larson, City Manager

Attest: Lisa Smith, City Recorder

State of Utah)
) ss.
County of Davis)

Subscribed and sworn to before me on this 1st day of July 2019, by David Larson.

WITNESS my hand and official seal the day and year in this certificate first above written,

LISA DANIELS SMITH
NOTARY PUBLIC • STATE of UTAH
COMMISSION NO. 697237
COMM. EXP. 10-02-2021

NOTARY PUBLIC
Commission Expires: 10/02/2021

EXHIBIT "A"
THE LOFTS AT DEER RUN
BOUNDARY DESCRIPTION

13-041-0062

BEG ON THE W LINE OF A HWY, 125 FT PERP'LY DISTANT W'LY FR THE CENTER LINE THEREOF, AT A PT 692.5 FT E & S 4^12' W 479.28 FT & N 85^48'W 142 FT, M/L, FR THE NW COR OF THE SW 1/4 OF SEC 36-T5N-R1W, SLM; RUN TH S 4^ W 243.47 FT, M/L, ALG W LINE SD HWY TO DEER RUN ESTATES UNIT NO 5; TH N 87^57'40" W 289.07 FT TO THE E'LY LINE OF THE DAVIS & WEBER CO CANAL COMPANY R/W; TH NE'LY ALG THE E'LY & S'LY LINE OF SD CANAL R/W TO A PT S 83^46' W 136.27 FT, M/L, & S 67^01' W 74.64 FT ALG SD R/W FR THE W LINE OF SD HWY; TH S 4^12' W 133.40 FT; TH S 85^48' E 66.0 FT TO THE POB. CONT. 1.581 ACRES.

13-041-0115

A TRACT OF LAND IN FEE SIT IN THE NW 1/4 SW 1/4 OF SEC 36-T5N-R1W, SLM, THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE NW COR OF SD TRACT, WH PT IS E 434.00 FT FR THE W 1/4 COR OF SD SEC 36; & RUN TH E 45.36 FT; TH SE'LY 169.29 FT ALG THE ARC OF A 626.80 FT RAD CURVE TO THE RIGHT (NOTE: CHORD BEARS S 21^03'13" E 168.80 FT); TH S 83^21'47" W 47.65 FT; TH S 66^36'47" W 63.92 FT; TH N 71.41 FT; TH E 6.00 FT; TH N 52.00 FT; TH W 6.00 FT; TH N 65.00 FT TO THE POB. CONT 0.31 ACRES

13-041-0068

BEG AT A PT 707.37 FT E & S 4^12' W 283.3 FT & S 83^46' W 152.07 FT FR NW COR OF SW 1/4 OF SEC 36-T5N-R1W, SLM; TH S 83^46' W ALG CANAL R/W 9.20 FT; TH S 67^01' W 74.64 FT; TH S 4^12' W 133.4 FT; TH S 85^48' E 76.00 FT, M/L, TO W'LY R/W LINE OF FRONTAGE RD; TH N 4^00' E 170.08 FT, M/L, TO POB. CONT. 0.388 ACRES

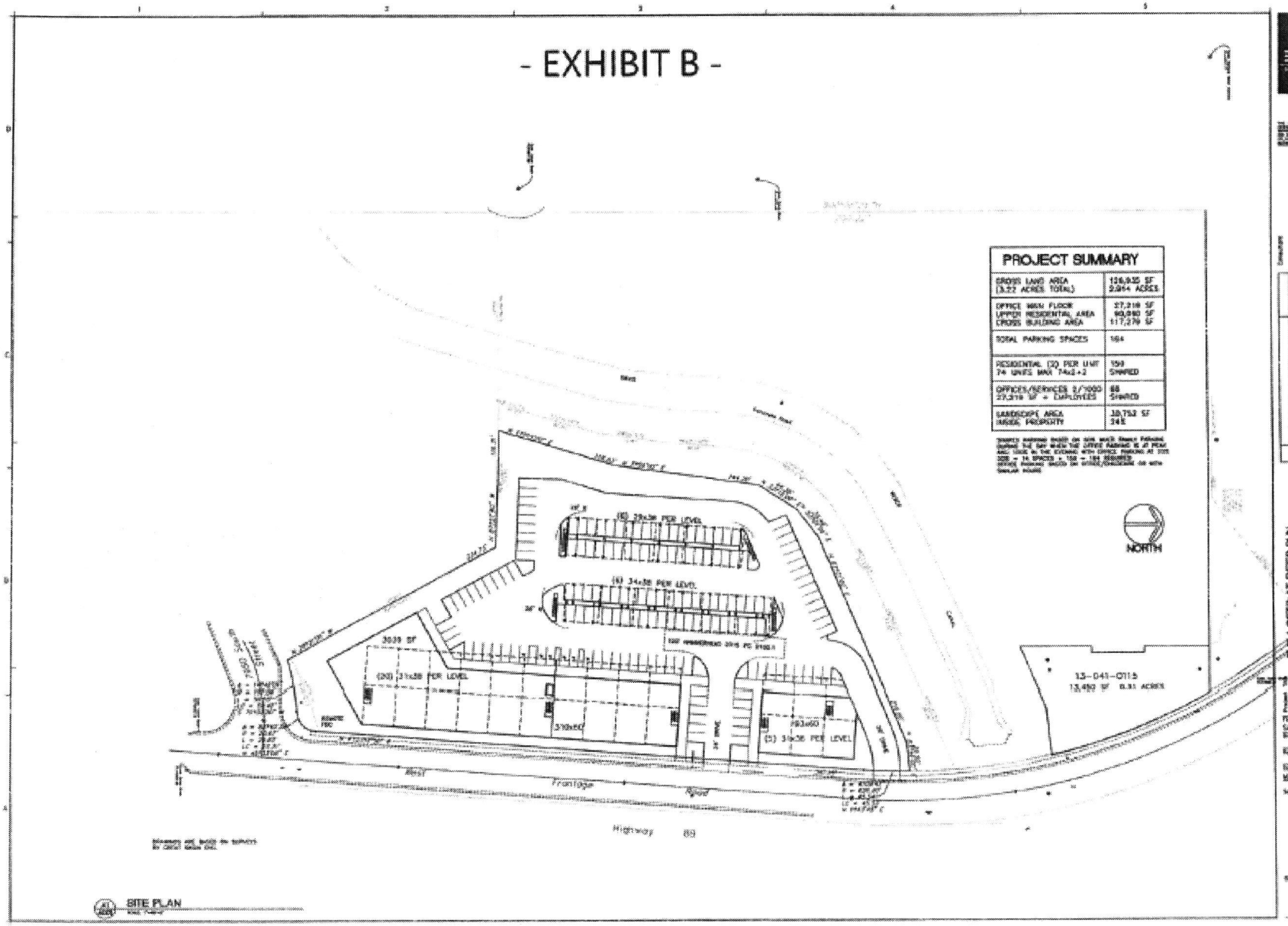
13-041-0118

A TRACT OF LAND IN FEE SIT IN THE NW 1/4 SW 1/4 OF SEC 36-T5N-R1W, SLM, THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE N'LY BNDRY LINE OF SD TRACT AT A PT 200.00 FT PERP'LY DIST W'LY FR THE CENTERLINE OF SD PROJECT, WH PT IS E 707.37 FT & S 4^12' W 283.30 FT & S 83^46'00" W 127.07 FT FR THE NW COR OF THE SW 1/4 OF SD SEC 36 SD PT BEING THE S'LY R/W LINE OF THE WEBER COUNTY CANAL COMPANY; & RUN TH S 4^00'00" W 413.55 FT; TH N 87^57'40" W 7.19 FT; TH S 12^25'38" E 106.71 FT; TH N 4^00' E 520.30 FT; TH S 83^46'00" W 23.37 FT TO THE POB. CONT 0.26 ACRES

13-140-0010

ALL OF LOT 2, DEER RUN ESTATES UNIT NO 5. EXCEPT THEREFR THE FOLLOWING: A PARCEL OF LAND IN FEE FOR THE WIDENING OF EXIST STATE HWY 89 KNOWN AS PROJECT NO 0089, BEING PART OF AN ENTIRE TRACT OF PPTY SIT IN LOT 2, DEER RUN ESTATES UNIT NO 5, A SUB IN THE SW 1/4 OF SEC 36-T5N-R1W, SLM; THE BNDRY OF SD PARCEL OF LAND ARE DESC AS FOLLOWS: BEG AT THE SE COR OF SD LOT 2, AT A PT 20.751 M (68.08 FT) PERP'LY DISTANT N'LY FR THE CENTER LINE OF DEER RUN DRIVE (7950 SOUTH STR) OF SD PROJECT, AT ENGINEER STATION 0+003.570; & RUN TH N 12^25'38" W 19.039 M (62.46 FT) ALG THE E'LY BNDRY LINE OF SD LOT 2; TH S 3^59'37" W 20.019 M (65.68 FT) TO THE S'LY BNDRY LINE OF SD LOT 2; TH E'LY 5.662 M (18.58 FT) ALG THE ARC OF A 96.978 M (318.17 FT) RAD CURVE TO THE RIGHT (NOTE: CHORD TO SD CURVE BEARS N 75^54'58" E FOR A DIST OF 5.662 M (18.58 FT)) TO THE POB. CONT 0.51 ACRES

- EXHIBIT B -



SITE PLAN

ENTELEN

THE LOFTS AT DEER RUN
7670 S. 2700 EAST
SOUTH WEBER, UTAH

SITE PLAN

MAY 24, 2019

A001

Changes made to "The Lofts" Development Agreement Between 13Jun19 & 27Jun19

From Draft Development Agreement As Of 13Jun19

3. **Subdivision Approval**. This Agreement does not remove the Developer from their obligation to adhere to the City's established Subdivision approval process. The Developer shall comply with all applicable time frames as specified in City Code.

From Modified Development Agreement As Of 27Jun19

3. **Subdivision Approval**. This Agreement does not remove the Developer from their obligation to adhere to the City's established Subdivision approval process. The Developer shall comply with all applicable time frames as specified in City Code. Approval will be based on substantial compliance with Exhibit B.

****

From Draft Development Agreement As Of 13Jun19

5. **Sewer Capacity.** The Sewer Capital Facilities Plan, dated August 2017, identifies the Property as requiring 4.0 Equivalent Residential Units (ERU's) based on an assumed commercial-only land use. The City acknowledges that the Development exceeds the anticipated demand and the needed capacity will be addressed through future Capital Facilities Plans and future capital improvement projects. The Development's proportional share of the future capital improvement projects will be paid for through the impact fees assessed when the Building Permit is approved.

From Modified Development Agreement As Of 27Jun19

5. **Sewer Capacity.** The Sewer Capital Facilities Plan, dated August 2017, identifies the Property as requiring 4.0 Equivalent Residential Units (ERU's) based on an assumed commercial-only land use. The City acknowledges that the Development exceeds the anticipated demand and the needed capacity will be addressed through future Capital Facilities Plans and future capital improvement projects. The Development's proportional share of the future capital improvement projects which will provide the desired capacity will be paid through the impact fees assessed when the Building Permits are issued. Building permit approval and occupancy will not be contingent upon sewer capacity.

****

From Draft Development Agreement As Of 13Jun19

6. **Density.** The Development will be limited to not more than seventy-four (74) new residential units.

From Modified Development Agreement As Of 27Jun19

6. **Density.** The Development will be limited to not more than seventy-four (74) new residential units. There shall be a minimum of 27,000 square feet of commercial space.

****

From Draft Development Agreement As Of 13Jun19

Chart Extracted from DRAFT Development Agreement. Which Way Is It? - This or Item #8

SouthWeber	5/14/2019 Weekday		Weekend		Nighttime
	Daytime	Evening	Daytime	Evening	
	100% 6am-6pm	6pm-Midnight	6am-6pm	6pm-Midnight	Midnight-6am
Office	100%	20%	5%	5%	5%
Retail	80%	90%	100%	70%	5%
Restaurant	65%	100%	80%	100%	50%
Multi-Family	60%	100%	80%	100%	100%
Child/Office	100%	10%	10%	5%	5%

8. **Hours of Operation.** Commercial buildings shall limit the hours of operation of all businesses within the Development to the hours between 5:00 am to 6:00 pm.

From Modified Development Agreement As Of 27Jun19

8. **Hours of Operation.** Commercial buildings shall limit the hours of operation of all businesses within the Development to the hours between 5:00 am to 6:00 pm.

Exhibit #5

ARTICLE N. COMMERCIAL OVERLAY ZONE (C-O)

10-5N-1: PURPOSE, DESCRIPTION AND GENERAL LIMITATION:

Zone C-O has been established for the purpose of providing space within the City for the establishment of mixed use neighborhood shopping centers used primarily to provide the retailing of convenience goods, the furnishing of certain personal services and the weekly household or personal needs of the residents of abutting residential neighborhoods, while also providing for housing within the commercial development. C-O Districts can be located on neighborhood feeder streets, on minor traffic streets, and on main arterial highways. Such districts should accommodate the pedestrian in their design, and be informed by the "South Weber Drive Commercial Design Guidelines". (Ord. 10-02, 3-23-2010)

10-5N-2: COMMERCIAL DEVELOPMENT OVER ONE ACRE:

A. Conditional Use: Because of the possible adverse impacts of large scale commercial developments on surrounding neighborhoods, in terms of site design and layout, traffic control, as well as visual appearance, all C-O developments greater than one acre shall fall under the conditional use permit procedure pursuant to chapter 7 of this title.

B. Subdivided Parcels: In the event commercial parcels are subdivided and retained under single ownership or sold separately and the total sum of all the commercial properties was greater than one acre at the time of adoption of the ordinance codified herein, then each commercial development must be approved as a conditional use. (Ord. 10-02, 3-23-2010)

10-5N-3: ARCHITECTURAL SITE PLAN REVIEW:

All proposed C-O developments shall meet the requirements of chapter 12 of this title.

All proposed C-O developments along the South Weber Drive corridor must follow the "South Weber Drive Commercial Design Guidelines" (Res. 09-36). (Ord. 10-02, 3-23-2010)

10-5N-4: PERMITTED USES:

Accessory uses and buildings.

Beauty and barber services.

Business services and professional offices.

Churches, synagogues and temples.

Eating establishments, including drive-ins.

Laundry and dry cleaning services.

Mobile businesses.

Retail trade, general merchandise.

Other uses deemed similar and compatible by the Planning Commission. (Ord. 10-02, 3-23-2010; amd. Ord. 16-21, 9-13-2016)

10-5N-5: CONDITIONAL USES:

All permitted uses allowed in this article requiring more than one acre in site area.

Amusement and recreation activities.

Automobile repairing, painting or upholstering; automatic car wash not to exceed four (4) wash bays.

Daycare center or preschool.

Electronic communication facilities.

Excavations of over two hundred (200) cubic yards, as allowed by section 10-6-2 of this title.

Public buildings and public utility buildings and uses.

Public gasoline service stations with retail component.

Reception center and/or wedding chapel.

Residential - live/work units. Dwellings, multiple-unit, in conjunction with ground floor retail or office space.

School, public and privately owned.

Small wind energy systems.

Temporary buildings for uses incidental to construction work, including living quarters for a guard or night watchman, which buildings must be removed upon completion or abandonment of the construction work. If such buildings are not removed within ninety (90) days upon completion of construction and thirty (30) days after notice, the buildings will be removed by the city at the expense of the owner.

Temporary businesses not to exceed ninety (90) days in length.

Temporary retail uses. (Ord. 10-02, 3-23-2010; amd. Ord. 13-11, 5-14-2013)

10-5N-6: BUILDING LOT REQUIREMENTS:

All buildings must comply with the provisions of this section, except those exempted as provided in chapter 11 of this title.

A. Density:

1. Minimum density: One unit per five thousand five hundred (5,500) square feet of lot area (plus or minus 8 units per acre).
2. Maximum density: One unit per one thousand seven hundred fifty (1,750) square feet of lot area (plus or minus 25 units per acre).

B. Lot Width: No particular requirements, as approved by the planning commission.

C. Lot Area: No particular requirements, as approved by the planning commission. (Ord. 10-02, 3-23-2010)

D. Development Components: Mixed use developments shall include a ground floor commercial component fronting all major streets, and are encouraged to include a vertical residential component. Residential and commercial are encouraged to be combined vertically; however upon planning commission recommendation, detached residential units shall be permitted. One hundred percent (100%) of the floor area on the first level shall be commercial. (Ord. 12-04, 5-22-2012)

10-5N-7: LOCATION OF STRUCTURES:

Structures	Front Setback	Side Setback	Rear Setback
Main and accessory structures	10 feet maximum	No requirement, except 10 feet minimum for sides fronting on street, with 20 foot maximum setback	No requirement, except that 20 feet shall be provided where the lot line is conterminous with any residential zone boundary
Temporary structures	10 feet	10 feet	30 feet

(Ord. 10-02, 3-23-2010)

10-5N-8: MAXIMUM STRUCTURE HEIGHT:

Main buildings and structures, three and one-half ($3^1/_2$) stories or fifty feet (50'). Temporary structures, one story. (Ord. 10-02, 3-23-2010)

10-5N-9: OFF STREET PARKING AND LOADING:

Provisions of chapter 8 of this title shall apply and shall be in full force and effect in this zone, except in the case of a bona fide temporary use.

Parking is not allowed in front of structures in the C-O zone. (Ord. 10-02, 3-23-2010)

10-5N-10: PERMITTED SIGNS AND LIGHTING:

Class 5 signs shall be permitted. (Ord. 10-02, 3-23-2010)

10-5N-11: SPECIAL PROVISIONS AND LIMITATIONS:

A. General Requirements: The following design standards shall be required of all developments in the mixed use zone in order to create a cohesive appearance that is pedestrian friendly and which encourages travel by public transportation, bicycling, vanpooling, and carpooling.



1. Wherever practical, buildings shall incorporate arcades, roofs, alcoves, porticoes, and awnings that protect pedestrians from the rain and sun.
2. Trash storage areas, mechanical equipment, transformers, meters, and similar devices are not permitted to be visible from the street. Where site constraints would otherwise force these uses into visible locations, they shall be screened by decorative walls, earthen berms, landscaping or architectural treatments capable of screening views from streets and sidewalks. If in rooftop locations, mechanical equipment shall be screened by roof components, parapets, cornices, or other architectural features.
3. There shall be no outside storage of materials or equipment, other than motor vehicles licensed for street use except as specifically approved by the planning commission in conjunction with a conditional use application.
4. Outdoor dining, seating, signage, and sales can be approved in conjunction with a conditional use application. Outdoor uses shall not be materially detrimental to the public health, safety, or welfare, nor injurious to property or improvements in the immediate vicinity of the use. The use shall be placed so as not to disrupt the traffic flow of vehicles or pedestrians into or on the site. Planning commission can at their discretion, place time limits on outdoor dining, seating, and signage based on intensity of use, and the impacts the use may pose to the development.
5. Primary building orientation shall be toward the street. Buildings that are open to the public and are within thirty feet (30') of the street shall have an entrance for pedestrians from the street to the building interior. This entrance shall be designed to be attractive and functional, be a distinctive and prominent element of the architectural design, and shall be open to the public during all business hours.
6. Buildings shall incorporate exterior lighting and changes in mass, surface, or finish giving emphasis to entrances.
7. Buildings shall provide a clear visual division between all floors. The top floor of any building shall contain a distinctive finish, consisting of a roof, cornice or other architectural termination.
8. The facade of every residential floor greater than thirty (30) linear feet with street frontage shall incorporate features designed to provide human scale and visual interest. Compliance can be achieved through balconies, alcoves, or wall segments that create at least a two foot (2') variation in plane for at least ten (10) linear feet within each thirty foot (30') segment of facade.
9. In paseos, plazas, and courtyards, lighting shall incorporate fixtures and standards designed for pedestrian areas.
10. All new utility transmission lines shall be placed underground where feasible, or behind structures to minimize visual impact.

B. Ground Floor Requirements: At least seventy five percent (75%) of the linear frontage of any ground floor, nonresidential wall with street frontage shall incorporate windows, doors, or display windows. Ground floor retail windows must remain free of signs and must not be tinted.

C. First Floor Requirements: Multi-story buildings shall have the first floors with a minimum ceiling height of twelve feet (12'). Multi-story buildings designed for nonresidential uses on the first floor shall have walls, partitions, and floor/ceiling assemblies separating dwelling units from other spaces with a sound transmission classification (STC) of at least fifty (50) for airborne noise.

D. Accessory Living Quarters: Where accessory living quarters are provided as permitted herein, no window shall be permitted in any wall of the same which is located within eight feet (8') of a side property line. (Ord. 10-02, 3-23-2010)

10-5N-12: LANDSCAPING REQUIREMENTS:

A. General Landscaping: At least fifteen percent (15%) of the total site shall be thoroughly landscaped, including an irrigation system to maintain such landscaping. Drought resistant plants are encouraged. Landscaping shall meet the requirements of chapter 15 of this title. For use of exceptional design and materials, as determined by the Planning Commission, the landscaping may be reduced to ten percent (10%) of the total site.

B. Buffer Yard Landscaping: A buffer yard shall be required between the C-O Zone and all residential zones. Buffer yards shall meet the requirements of chapter 15 of this title.

C. Street Trees: Street trees shall be required and meet the requirements of subsection 10-15-6D, "Park Strip Trees", of this title. (Ord. 18-05, 8-14-2018)

Exhibit #6

Approved by PC _____
Approved by CC _____

SOUTH WEBER city
1600 E. South Weber Drive
South Weber, UT 84405
www.southwebercity.com
801-479-3177
FAX 801-479-0066

OFFICE USE ONLY

	1-10 lots	11 + lots	Amt Pd	Date	Rcpt #	Mtg date
Concept	$ 200.00	$ 400.00	400 ck	8/01/19	17.054206	2/28/2019
Sketch	$ 400.00	$ 700.00	700.00	3/28/19	17.054677	4/18/2019
2nd Sketch	$ 300.00	$ 350.00	350.00	5/23/19	17.055277	5/23/2019
Prelim	$ 600.00	$ 900.00				
Final	$ 700.00	$ 1,100.00				

SUBDIVISION/LAND USE PROCESS APPLICATION

Project/Subdivision Name: Dear Run
Approx. Location: 7870 S. 2700 E. S. Weber, UT 84405
Parcel Number(s): #13-041-0062 #0062 #0010 #0118 #13-041-0115 #6118 #0009 Total Acres: 3.29+/-
Current Zone: C-H If Rezoning, to what zone: C-O Bordering Zones: E-CH / N, S, W R-LM
Surrounding Land Uses: Residential
Number of Lots: 80 units # of Lots Per Acre: 25 PUD: Yes No

Developer or Agent

Name: ~~TBD~~ Joseph Cook
Company: TBD/Glenbrook Investments LLC
Address: P.O. Box 540395
City/State/Zip: North Salt Lake 84054
Phone: (TBD) 699-3448
Email: Sunsetbuilders11@gmail.com
784 Parkway Drive, North Salt Lake UT 84054
850-699-3448

Developer's Engineer

Name: Fred Cox (Architect)
Company: Entellen Design Build
Address: 8707 Sandy Pkwy
City/State/Zip: Sandy, UT. 84070
Phone: (801) 542-8090
Email: fcc@fredcox.com
State License # _____

Property Owner, if not Developer

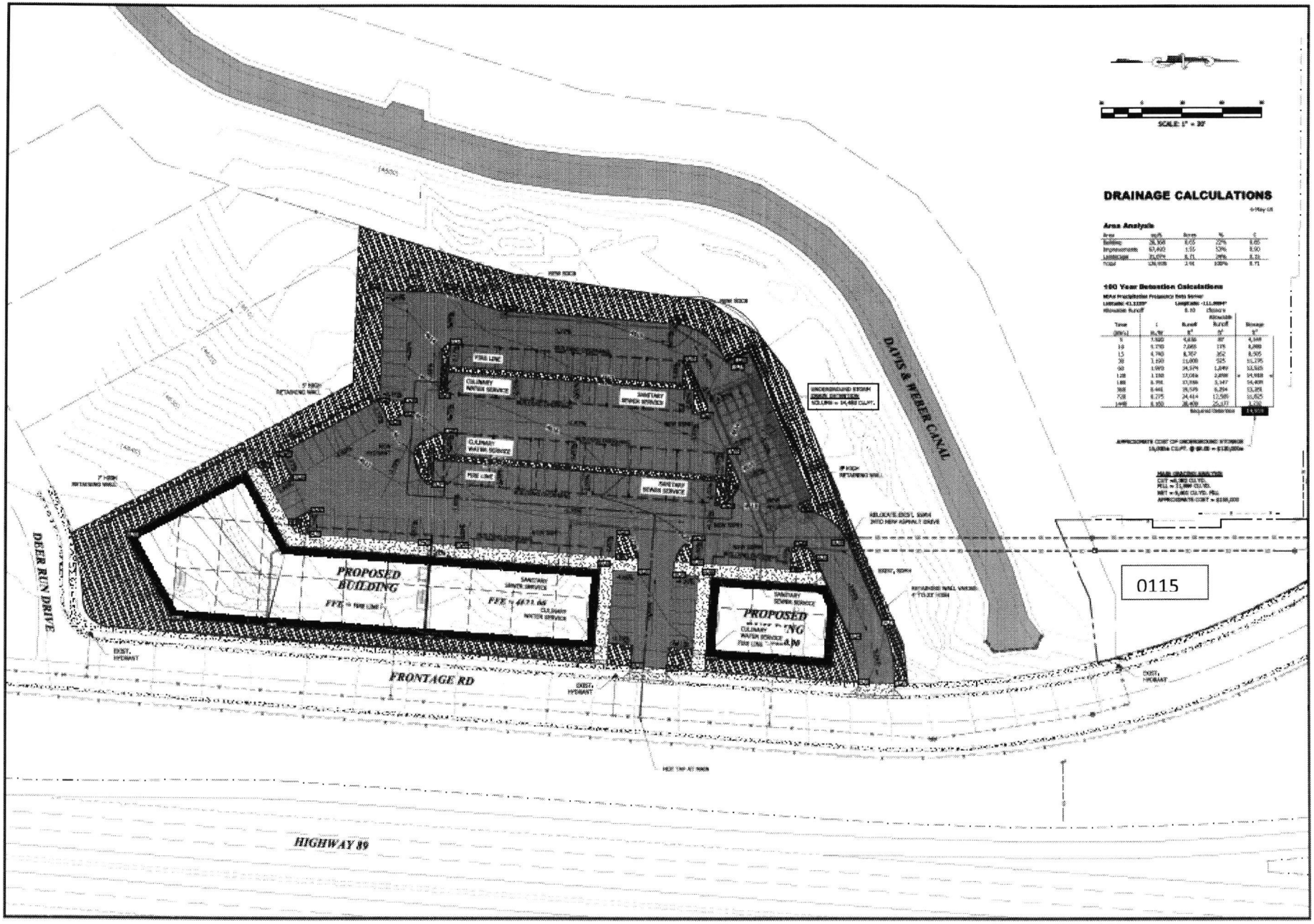
Name: Dear Run Plaza LLC
Company: Dear Run Plaza LLC
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____

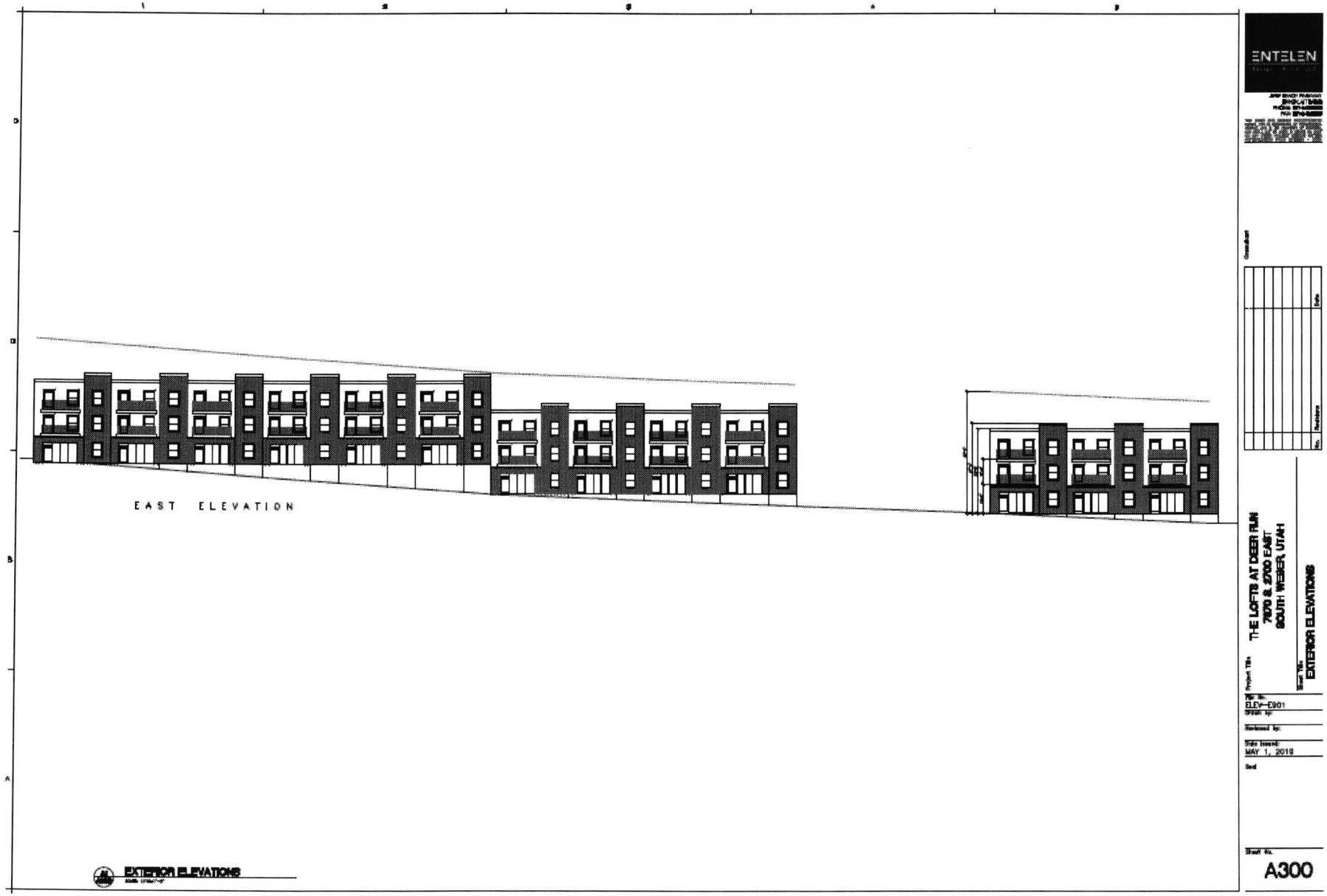
~~Surveyor, if not Engineer~~

Name: Henry De Varona
Company: Sunset Development
Address: 5460 S 2450 W
City/State/Zip: Roy, UT 84067-6717
Phone: 801-477-5340
Email: SunsetBuilders726mail.com

13-041-0062, 13-041-6118, 13-140-0010, 13-140-0009, 13-041-0118, 13-041-0068, 13-041-0115

Parcel #13-041-0062 (1.581 ac) - #13-041-6118 (does not exist) or 0118 (Duplicate parcel #) - #13-140-0009 (Belongs to UDOT) - #13-041-00118 (0.26 ac) - #13-041-0068 (0.388 ac) -& #13-041-0115 (0.31 ac) - NOTE: Not Adjacent! - Also Not 7 parcels, Only 5!


DRAINAGE CALCULATIONS
Area Analysis
100 Year Detention Calculations
DAVIS & WEBER CANAL
DEER RUN DRIVE
FRONTAGE RD
HIGHWAY 89
PROPOSED BUILDING
PROPOSED
0115
SOUTH WEBER MIXED USE
Entellus



"The Lofts' building design is not in compliance with Zone C-O requirements such as Section 10-5N-6 - Paragraph D. (ground floor commercial component fronting all major streets and direct access). NOTE: There is no setback minimum, and property/building access is over UDOT property!

EXHIBIT "A"
THE LOFTS AT DEER RUN
BOUNDARY DESCRIPTION

13-041-0062

BEG ON THE W LINE OF A HWY, 125 FT PERP'LY DISTANT W'LY FR THE CENTER LINE THEREOF, AT A PT 692.5 FT E & S 4^12' W 479.28 FT & N 85^48'W 142 FT, M/L, FR THE NW COR OF THE SW 1/4 OF SEC 36-T5N-R1W, SLM; RUN TH S 4^ W 243.47 FT, M/L, ALG W LINE SD HWY TO DEER RUN ESTATES UNIT NO 5; TH N 87^57'40" W 289.07 FT TO THE E'LY LINE OF THE DAVIS & WEBER CO CANAL COMPANY R/W; TH NE'LY ALG THE E'LY & S'LY LINE OF SD CANAL R/W TO A PT S 83^46' W 136.27 FT, M/L, & S 67^01' W 74.64 FT ALG SD R/W FR THE W LINE OF SD HWY; TH S 4^12' W 133.40 FT; TH S 85^48' E 66.0 FT TO THE POB. CONT. 1.581 ACRES.

13-041-0115

A TRACT OF LAND IN FEE SIT IN THE NW 1/4 SW 1/4 OF SEC 36-T5N-R1W, SLM, THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE NW COR OF SD TRACT, WH PT IS E 434.00 FT FR THE W 1/4 COR OF SD SEC 36; & RUN TH E 45.36 FT; TH SE'LY 169.29 FT ALG THE ARC OF A 626.80 FT RAD CURVE TO THE RIGHT (NOTE: CHORD BEARS S 21^03'13" E 168.80 FT); TH S 83^21'47" W 47.65 FT; TH S 66^36'47" W 63.92 FT; TH N 71.41 FT; TH E 6.00 FT; TH N 52.00 FT; TH W 6.00 FT; TH N 65.00 FT TO THE POB. CONT 0.31 ACRES

13-041-0068

BEG AT A PT 707.37 FT E & S 4^12' W 283.3 FT & S 83^46' W 152.07 FT FR NW COR OF SW 1/4 OF SEC 36-T5N-R1W, SLM; TH S 83^46' W ALG CANAL R/W 9.20 FT; TH S 67^01' W 74.64 FT; TH S 4^12' W 133.4 FT; TH S 85^48' E 76.00 FT, M/L, TO W'LY R/W LINE OF FRONTAGE RD; TH N 4^00' E 170.08 FT, M/L, TO POB. CONT. 0.388 ACRES

13-041-0118

A TRACT OF LAND IN FEE SIT IN THE NW 1/4 SW 1/4 OF SEC 36-T5N-R1W, SLM, THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE N'LY BNDRY LINE OF SD TRACT AT A PT 200.00 FT PERP'LY DIST W'LY FR THE CENTERLINE OF SD PROJECT, WH PT IS E 707.37 FT & S 4^12' W 283.30 FT & S 83^46'00" W 127.07 FT FR THE NW COR OF THE SW 1/4 OF SD SEC 36 SD PT BEING THE S'LY R/W LINE OF THE WEBER COUNTY CANAL COMPANY; & RUN TH S 4^00'00" W 413.55 FT; TH N 87^57'40" W 7.19 FT; TH S 12^25'38" E 106.71 FT; TH N 4^00' E 520.30 FT; TH S 83^46'00" W 23.37 FT TO THE POB. CONT 0.26 ACRES

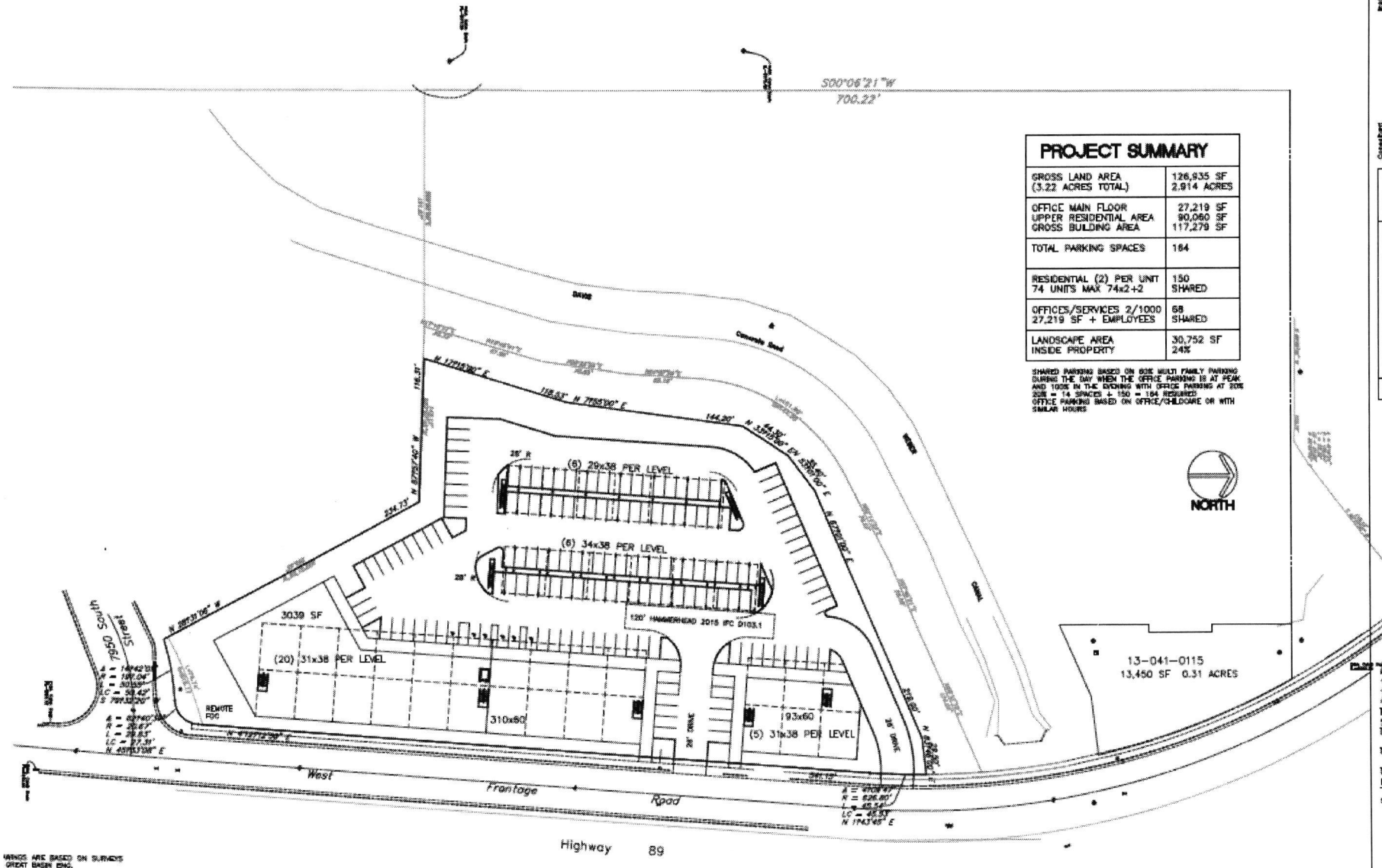
13-140-0010

ALL OF LOT 2, DEER RUN ESTATES UNIT NO 5. EXCEPT THEREFR THE FOLLOWING: A PARCEL OF LAND IN FEE FOR THE WIDENING OF EXIST STATE HWY 89 KNOWN AS PROJECT NO 0089, BEING PART OF AN ENTIRE TRACT OF PPTY SIT IN LOT 2, DEER RUN ESTATES UNIT NO 5, A SUB IN THE SW 1/4 OF SEC 36-T5N-R1W, SLM; THE BNDRY OF SD PARCEL OF LAND ARE DESC AS FOLLOWS: BEG AT THE SE COR OF SD LOT 2, AT A PT 20.751 M (68.08 FT) PERP'LY DISTANT N'LY FR THE CENTER LINE OF DEER RUN DRIVE (7950 SOUTH STR) OF SD PROJECT, AT ENGINEER STATION 0+003.570; & RUN TH N 12^25'38" W 19.039 M (62.46 FT) ALG THE E'LY BNDRY LINE OF SD LOT 2; TH S 3^59'37" W 20.019 M (65.68 FT) TO THE S'LY BNDRY LINE OF SD LOT 2; TH E'LY 5.662 M (18.58 FT) ALG THE ARC OF A 96.978 M (318.17 FT) RAD CURVE TO THE RIGHT (NOTE: CHORD TO SD CURVE BEARS N 75^54'58" E FOR A DIST OF 5.662 M (18.58 FT)) TO THE POB. CONT 0.51 ACRES

Development Property Size: 1.581 (0062) +0.388 (0068) +0.26 (0118) +0.51 (0010) = 2.739
2.739 ac *25 units/ac (IAW Zone C-O) = 68.48 Units - Not the 74 proposed.
Note: Parcel 0015 = 0.31 ac and is not attached, thus should not be considered.
Furthermore, Laurie Gale, both during the City Planning Commission Meeting of 10Aug17 and the Council Meeting of 22Aug17, emphasized that Parcel 0115 is withdrawn from the zoning change - Now it is back in Exhibit A above!!

Another issue is safe ingress/egress for "The Lofts".. A turn lane is required to be built. Safety for motorists and pedestrians is not being taken into consideration.

- EXHIBIT B -



BEARINGS ARE BASED ON SURVEYS GREAT BASIN ENG.

PLAN

ENTELEN

No.	Revisions	Date

Project Title: THE LOFTS AT DEER RUN
7870 S. 2700 EAST
SOUTH WEBER, UTAH

Sheet Title: SITE PLAN

File No. SoWeber-A001-E924
Drawn by:
Reviewed by:
Date Issued: MAY 24, 2019
Seal

Sheet No. A001

Extracted from Zone C-O Description

10-5N-11: SPECIAL PROVISIONS AND LIMITATIONS:

A. General Requirements: The following design standards shall be required of all developments in the mixed use zone in order to create a cohesive appearance that is pedestrian friendly and which encourages travel by public transportation, bicycling, vanpooling, and carpooling.



1. Wherever practical, buildings shall incorporate arcades, roofs, alcoves, porticoes, and awnings that protect pedestrians from the rain and sun.

2. Trash storage areas, mechanical equipment, transformers, meters, and similar devices are not permitted to be visible from the street. Where site constraints would otherwise force these uses into visible locations, they shall be screened by decorative walls, earthen berms, landscaping or architectural treatments capable of screening views from streets and sidewalks. If in rooftop locations, mechanical equipment shall be screened by roof components, parapets, cornices, or other architectural features.

3. There shall be no outside storage of materials or equipment, other than motor vehicles licensed for street use except as specifically approved by the planning commission in conjunction with a conditional use application.

4. Outdoor dining, seating, signage, and sales can be approved in conjunction with a conditional use application. Outdoor uses shall not be materially detrimental to the public health, safety, or welfare, nor injurious to property or improvements in the immediate vicinity of the use. The use shall be placed so as not to disrupt the traffic flow of vehicles or pedestrians into or on the site. Planning commission can at their discretion, place time limits on outdoor dining, seating, and signage based on intensity of use, and the impacts the use may pose to the development.

5. Primary building orientation shall be toward the street. Buildings that are open to the public and are within thirty feet (30') of the street shall have an entrance for pedestrians from the street to the building interior. This entrance shall be designed to be attractive and functional, be a distinctive and prominent element of the architectural design, and shall be open to the public during all business hours.

6. Buildings shall incorporate exterior lighting and changes in mass, surface, or finish giving emphasis to entrances.

7. Buildings shall provide a clear visual division between all floors. The top floor of any building shall contain a distinctive finish, consisting of a roof, cornice or other architectural termination.

8. The facade of every residential floor greater than thirty (30) linear feet with street frontage shall incorporate features designed to provide human scale and visual interest. Compliance can be achieved through balconies, alcoves, or wall segments that create at least a two foot (2') variation in plane for at least ten (10) linear feet within each thirty foot (30') segment of facade.

9. In paseos, plazas, and courtyards, lighting shall incorporate fixtures and standards designed for pedestrian areas.

10. All new utility transmission lines shall be placed underground where feasible, or behind structures to minimize visual impact.

B. Ground Floor Requirements: At least seventy five percent (75%) of the linear frontage of any ground floor, nonresidential wall with street frontage shall incorporate windows, doors, or display windows. Ground floor retail windows must remain free of signs and must not be tinted.

C. First Floor Requirements: Multi-story buildings shall have the first floors with a minimum ceiling height of twelve feet (12'). Multi-story buildings designed for nonresidential uses on the first floor shall have walls, partitions, and floor/ceiling assemblies separating dwelling units from other spaces with a sound transmission classification (STC) of at least fifty (50) for airborne noise.

D. Accessory Living Quarters: Where accessory living quarters are provided as permitted herein, no window shall be permitted in any wall of the same which is located within eight feet (8') of a side property line. (Ord. 10-02, 3-23-2010)

Exhibit #7

8Jul19 (~0839-0947)
At 7870 S. 2700 E. South Weber City (SWC), Utah (The Lofts)

Henry De Varona (Director of Sales for Sunset Development LLC) comment: Asked SWC Citizen what the Citizen thought of Lofts Project - The Citizen responded "An eyesore" - Henry's reply: "Only if you want a view!"

CMT Engineering Labs technician showed at The Lofts site to direct the digging of test holes. The tech stated that some of the test holes might be 20 feet deep. The citizen told the CMT Labs rep that this land was declared "Sensitive" as per SWC General Plan. He was shocked and said had not been told that they were "Sensitive" lands in this area. Henry De Varona told the CMT Lab representative that it was not a problem and downplayed any impacts. Henry continued by discussing what could be disturbed/removed. As per Henry it was OK to disturb/remove Sagebrush, but not trees.

Henry laid out the Lofts Development map for the CMT technician and made marks that indicated digging 5 test holes. Actually 14-15 test holes were dug!

Exhibit #3 for SWC Planning Commission Meeting 08Aug19

Exhibit #8

Discussed with Mike Romero, UDOT Program Manager for the US89 Expansion Project, on the proposed "Lofts" Project and its design and proximity to his project. (NOTE#1: UDOT's Right-of-Way for US89 is 200 feet from the US89 Centerline. NOTE #2: Although currently the US89 Expansion Project ends at SR193, the plan is to extend this expansion to just beyond the Weber River in the next 4+ years.) He was unaware of the Lofts project that is directly adjacent to his project. When asked how tall of a sound wall would be necessary for a 33 foot tall building directly adjacent to his US89 project, Mike Romero responded that the tallest sound wall that UDOT installs is 20 feet tall. We discussed that, even at 20 feet tall, the top of the Lofts building would be at a higher elevation that the sound wall and Mike agreed. Also discussed that the combination of the Lofts building and the sound wall on either side of the Frontage Road would create an open tunnel the length of the Lofts property.

[Other comments to be made are that, after this conversation, I came to the realization is that the 20 foot tall sound wall would: 1) block the view of the Lofts from US89, not the best situation where commercial operations are being proposed. Thus the significant possibility of "black" commercial properties on the ground floor of the Lofts. that was a major concern of Planning Commissioner Rob Osborne during the PC meetings of 13Jun19, and, 2) Block the view of a significant portion of South Weber City. We want to be known as a city with "Small Town Country Charm". With the sound wall in place South Weber City will be known as "South Weber - The Walled City".]

Gmail ADD TO 8/8/19 Minutes Chris Hansen <cmhansen62@gmail.co

e: Short term rentals, hotels, followup to July 11 meeting.

nessage

ris Hansen <cmhansen62@gmail.com> Wed, Aug 7, 2019 at 1:01
Robert Osborne <rosborne@southwebercity.com>
: Debi Pitts <dpitts@southwebercity.com>, Tim Grubb <tgrubb@southwebercity.com>, Wes Johnson <wjohnson@southwebercity.com>, Taylor Walton <twalton@southwebercity.com>, Barry Burton burton@southwebercity.com>, dlarson@southwebercity.com, Brandon Jones <brandonj@jonescivil.com>, djahlstrom83@gmail.com

Rob,
Thanks for sending this to me. This isn't really about the definition of a Hotel. The Utah Building Code requires that any place that houses more than 10 transient occupants (less than 30 days) needs to be a Residential Group R-1 which has requirements that cannot easily be met by a residential home. As Mr. Ahlstrom pointed out, if there is a conflict between provisions of the codes, the more strict provision will control. In this case, the Utah Building Code, which has been adopted by South Weber City (9-1-1), is the more strict provision. The bottom line is that, in order to meet the Utah Building Code, the maximum number of transient occupants in an STR needs to be set at 10. I urge you to revisit this with the city engineer and the city attorney.

Thanks again for your time.
Chris Hansen

On Wed, Aug 7, 2019 at 8:44 AM Robert Osborne <rosborne@southwebercity.com> wrote:

Hi Chris,
The following is a email from our city attorney regarding hotels.
Rob

Hi Planning Commission,
After hearing the questions/concerns about the Short-Term Rental Ordinance based on the recent public comments, I reached out to Doug Ahlstrom, City Attorney, for some clarification for you. Please see his response below.
The Conditional Use Permits will come before you again so I want to make sure you are comfortable with what you're being asked to do.
Please let me know if you have any additional questions I can answer before this comes before you again.
Thanks.
David

Regarding the Planning Commission's questions about the repealer clause and a definition of hotels in the city code, the repealer clause is something that is included in all ordinances and is a "just in case" clause, meaning if there is something in the code that we didn't catch or forgot about which in some way conflicts with the new ordinance, the more strict or "on point" provision will control, but the conflicting provision will remain in place for its other intended purposes until it is specifically called out and repealed by ordinance. The repealer clause was not aimed at any code section in particular; if I was aware of some conflict, I would have called it out in the ordinance and repealed it specifically. If the commission believes there is some specific provision that conflicts with this STR ordinance, I need to know so I can evaluate whether a specific repealer clause needs to be added to the ordinance.

"Hotel" is defined in the city code at 10-1-10 of the Land Use provisions: "HOTEL: A building designed or occupied as the more or less temporary abiding place of fifteen (15) or more individuals who are for compensation, lodged with or without meals." (I interpret this as meaning some commercial facility that has at least 15 beds, or 15 doors to private rooms.) The STR ordinance doesn't change that definition. Does South Weber even have a hotel or inn?

Merriam Webster defines "hotel" as "an establishment that provides lodging and usually meals, entertainment, and various personal services for the public." The Utah Code Ann. defines "hotel" in Title 32B as as "commercial lodging establishment that offers at least 30 temporary sleeping accommodations for compensation" with capability of hosting conferences, food and beverage functions etc., but that definition applies only as used in that Alcohol Beverage Control Act.

A word's definition is usually its common usage, meaning dictionary definition. But because the city has defined "hotel" in its land use ordinance, that is the definition that will apply in most situations in the city unless it makes absolutely no sense, in which case the Webster dictionary definition becomes the default. "Hotel" is one of those words that almost needs no definition; you know it when you see the big sign out front that says, "vacancy." That is one reason it is not defined in the State code; the dictionary definition suffices.

The STR ordinance specifically states it applies only to single family dwelling units, PUD public lodging, and ADUs, as an alternative to a hotel or motel. Meaning the STR is in a home, not in a commercial hotel or motel which are designed very differently and exist in different zones that homes.

From: Chris Hansen <cmhansen62@gmail.com>
Sent: Wednesday, August 7, 2019 8:10:21 AM
To: Robert Osborne <rosborne@southwebercity.com>; Debi Pitts <dpitts@southwebercity.com>; Tim Grubb <tgrubb@southwebercity.com>; Wes Johnson <wjohnson@southwebercity.com>; Taylor Walton <twalton@southwebercity.com>; Barry Burton <bburton@southwebercity.com>
Subject: Fwd: Short term rentals, hotels, followup to July 11 meeting.

Hello all,

I sent the email below to Dave Larson as well as the city engineer and city attorney last week and haven't heard back so I thought I should forward it.
Regarding the definition of a hotel, the Utah Building Code requires that any residence with a transient (30 days or fewer) occupancy more than 10 people must be classified as a hotel (Residential Group R-1) and must meet all of the building requirements including zoning, fire protection, fire ratings, means of egress, accessibility, etc. South Weber City has adopted the Utah Building Code (Title 9-9-1) and is required to meet it. See below for explanation and links to the building code.

Thanks
Chris Hansen

---------- Forwarded message ---------
From: **Chris Hansen** <cmhansen62@gmail.com>
Date: Wed, Jul 31, 2019 at 1:13 PM
Subject: Short term rentals, hotels, followup to July 11 meeting.
To: <dlarson@southwebercity.com>
Cc: <brandonj@jonescivil.com>, <djahlstrom83@gmail.com>

Mr Larson,

I am a resident of South Weber living near the Cobblestone Resort and have been following the issues concerning the conditional use permit.

As a follow up to the July 11 meeting on the conditional use permit for Cobblestone Resort (1923 E Canyon Drive), I have been reading the Utah Building Code (which is the International Building Code with Amendments specific to Utah) regarding Residential Group R requirements. This may help clarify the Cobblestone Resort issue as well as Short Term Rentals in general.

According to the Building Code 2015 of Utah, Chapter 3 Use and Occupancy Classification Section 310 (https://up.codes/viewer/utah/ibc-2015/chapter/3/use-and-occupancy-classification#310), a residential building that houses more that 10 transient occupants must be classified as a Residential Group R-1 (hotels, motels, and transient boarding houses with more than 10 occupants). The classification of residential homes is Residential Group R-3 which limits the number of transient occupants to 10 or fewer.

In order to accommodate more than 10 occupants, Cobblestone Resort would need to be reclassified as a Residential Group R-1 and would need to meet the requirements of Group R-1 including Zoning, Fire Protection (sprinklers), Fire resistance ratings on doors and walls, Means of Egress, Accessibility, and all other requirements of the Utah Building Code. Please read the appropriate sections of the Utah

https://up.codes/viewer/utah/ibc-2015

Thanks
Chris Hansen

Below are portions of the Utah Building Code:

TRANSIENT. Occupancy of a *dwelling unit* or *sleeping unit* for not more than 30 days.

310.3 Residential Group R-1

Residential Group R-1 occupancies containing *sleeping units* where the occupants are primarily *transient* in nature, including:

Boarding houses (*transient*) with more than 10 occupants

Congregate living facilities (*transient*) with more than 10 occupants

Hotels (*transient*)

Motels (*transient*)

310.5 Residential Group R-3

Residential Group R-3 occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, R-4 or I, including:

Buildings that do not contain more than two *dwelling units*

Boarding houses (nontransient) with 16 or fewer occupants

Boarding houses (*transient*) with 10 or fewer occupants

Care facilities that provide accommodations for five or fewer persons receiving care

Congregate living facilities (nontransient) with 16 or fewer occupants

Congregate living facilities (*transient*) with 10 or fewer occupants

Lodging houses with five or fewer *guest rooms*

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Christian M. Hansen

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Christian M. Hansen

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Christian M. Hansen