



NOTICE AND AGENDA
SOUTH OGDEN CITY PLANNING COMMISSION MEETING
THURSDAY, MARCH 26, 2020

Notice is hereby given that the South Ogden City Planning Commission will hold a meeting on March 26, 2020, beginning at 6:15 p.m. in the Council Chambers located at 3950 Adams Avenue, South Ogden, Utah; however, due to recently enacted emergency protocols by Mayor Porter concerning the COVID-19 virus, public attendance will be by electronic means only. To view the work session live, go to www.facebook.com/southogdencity or to <https://vimeo.com/399242793>

A briefing session for the planning commission will be held at 5:30 pm in the council room. Public attendance is by electronic means only.

I. CALL TO ORDER AND OVERVIEW OF MEETING PROCEDURES - Chairman Raymond Rounds

II. SPECIAL ITEMS

Discussion on Development Agreement with Lotus Group for Property Located on the Southeast Corner of Adams and 40th Street

III. OTHER BUSINESS

IV. APPROVAL OF MINUTES OF PREVIOUS MEETING

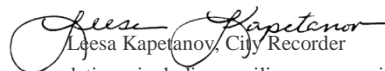
Approval of February 13, 2020 Planning Commission Minutes

V. PUBLIC COMMENTS

VI. ADJOURN

Posted and emailed to the State of Utah Public Notice Website on March 20, 2020

The undersigned, duly appointed city recorder, does hereby certify that a copy of the above notice and agenda was posted in three public places with the South Ogden City limits on March 26, 2020. These public places being City Hall (1st and 2nd floors), the city website (www.southogdencity.com), and emailed to the Standard-Examiner. Copies were also mailed to each commissioner.


Leesa Kapetanov, City Recorder

In compliance with the Americans with Disabilities Act, individuals needing special accommodations, including auxiliary communicative aids and services during the meeting should notify Leesa Kapetanov at 801-622-2709 at least 48 hours in advance.

When recorded, return to:

South Ogden City
Attn: City Attorney
3950 S Adams Ave, Suite 1
South Ogden, UT 84403

Parcel Numbers:

06-08-30001, 06-08-30002
06-08-30003, 06-08-30004
06-08-30005, 06-08-30008
06-08-30009, 06-08-30010
06-08-30012

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“DA”) is made and entered as of the ___ of _____, 2020, by and among South Ogden City, a political subdivision of the State of Utah (the “City”), and Lotus on 40th, L.L.C., a Utah limited liability company (the “Developer”).

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Effectiveness of this DA is contingent on Developer closing on the purchase of the Project Property as required by Article 2 of this DA.
- C. The Project Property is currently assigned the 40th Street General Subdistrict as set forth in the Form Based Code within the South Ogden City Code, as amended by Ordinance 17-21, 11-21-2017, eff. 11-21-2017.
- D. The Parties desire that the Project Property be developed in a unified and consistent fashion under the 40th Street General Subdistrict within the South Ogden City Code and Developer provided Concept Plan.
- E. Development of the Project Property as a high-density residential apartment complex under this DA is acknowledged by the Council and Parties to be consistent with LUDMA and generally the 40th Street General Subdistrict, and to operate to the benefit of the City, Developer, and the general public.
- F. The Parties acknowledge that development of the Project Property under this DA will result in significant planning and economic benefits to the City and its residents by, among other things, requiring orderly redevelopment of the Project Property and increasing property tax, sales tax and other revenues to the City based on improvements to be constructed on the Project Property.

G. Development of the Project Property under this DA will also result in significant benefits to Developer by providing assurances to Developer it can develop the Project Property under this DA.

H. The Parties have cooperated in the preparation of this DA.

I. The Parties desire to enter into this DA to specify the rights and responsibilities of Developer to develop the Project Property and the rights and responsibilities of the City to allow and regulate such development under the requirements of this DA.

J. The Parties understand and intend that this DA is a “development agreement” within the meaning of, and entered into under Utah Code Ann. § 10-9a-102 and SOCC11-3-1G.

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

TERMS

1. Incorporation of Recitals and Exhibits/Definitions.

(a) Incorporation. The foregoing Recitals and Exhibits “A”, “B”, and “C” are incorporated into this DA.

(b) Definitions. As used in this DA, the words and phrases specified below shall have the following meanings:

(i) “DA” means this Development Agreement including all of its Exhibits.

(ii) “Buildout” means the completion of all of the development on the entire Project Property under this DA.

(iii) “City” means South Ogden City, a political subdivision of the State of Utah.

(iv) “City Code” means the South Ogden City Code, as amended.

(v) “Concept Plan” means the documents provided by Developer for the Project, which is attached as Exhibit “A”.

(vi) “Council” means the elected City Council of the City.

- (vii) “Developer” means Lotus on 40th, L.L.C., a Utah limited liability company, and its assignees or transferees as permitted by this DA (other than a Sub developer).
- (viii) “Development” means the development of a Parcel(s) or a portion thereof under an approved Development Application.
- (ix) “Development Application” means an application to the City for development of a portion of the Project including a Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.
- (x) “Form Based Code” means specific regulations applied to the 40th Street General Subdistrict within the City’s Zoning Regulations.
- (xi) “LUDMA” means the Municipal Land Use, Development, and Management Act, Utah Code Ann. §§10-9a-101, et seq.
- (xii) “Notice” means any notice to or from any party to this DA.
- (xiii) “Participation Agreement” means an agreement between the South Ogden City Community Development and Renewal Agency and Developer regarding contribution of Agency funds to Developer for the Project.
- (xiv) “Parties” mean the City and Developer. Each may be referred to individually as a “Party”.
- (xv) “Phase” means the development of a portion of the Project at a point in a logical sequence as determined by Developer.
- (xvi) “Planning Commission” means the City's Planning Commission.
- (xvii) “Project” means the total development to be constructed on the Project Property under this DA with the associated public and private facilities, Phases, and all of the other aspects approved as part of this DA.
- (xviii) “Project Property” means approximately 3.18 acres of land subject to a Real Estate Purchase Contract with Developer located in the City, more particularly described in Exhibit “B” attached hereto.
- (xix) “Site Plan” all documents necessary under City Code 10-5.1B-10-2E(3)(b).
- (xx) “Substantial Completion” means the date at which Certificate of Occupancy has been issued for all buildings shown on the Site Plan.

(xxi) “Zoning” means the zoning for the Project.

(xxii) “Zoning Ordinance” means the Zoning Regulations contained within the City Code.

2. **Conditions Precedent.** As conditions precedent to the obligations of the Parties, this DA is contingent upon and shall only become effective at such time, and in the event that:

(a) Developer closes on the purchase of the Project Property on or before _____, 2020; and

(b) Developer obtains all necessary planning entitlements, e.g., site plan approval, from the City’s Staff Review Committee.

(c) Developer obtains a traffic impact study for 40th and Adams Ave. and Porter Ave.

The Parties understand and agree that the Project Property is intended to meet the general requirements of the Zoning Ordinance but that this DA shall control the Parties rights and obligations, subject to Section 5, below. Unless the Parties mutually agree to amend this DA under paragraph 21, below, and the above listed Conditions Precedent are not met within 6 months from the date of signatures to this agreement, this DA shall be void.

3. **Effect of DA.** This DA shall be the sole agreement between the Parties related to developing the Project except as it may be modified by agreement of the Parties.

4. **Development of the Project.**

(a) **Project Development.** Development of the Project shall be under the 40th Street General Subdistrict to include: development of multi-family residential uses and accessory sub-uses; specific development standards within the Zoning Ordinance and this DA, including the Conditions Precedent set forth herein, as outlined in Section 2, and the following:

(i) Multiple four-story residential apartments with a maximum density of ~~_____~~ 89 residential units per acre.

(ii) The Project shall generally follow the aesthetic guidelines outlined in Article B, Sec. 10-5.1B-11 and 10-5.1B-5-4B, et. seq., attached as Exhibit “C.”

(b) **Adoption of Project Standards.** The Parties understand and acknowledge that the 40th Street General Subdistrict provides standards including, but not limited to, location of buildings, setbacks, lot coverage, building orientation, landscaping and other design features and that the development of the Project is and shall remain subject to these applicable standards.

(c) **Project Standards Exceptions.** The following exceptions to the 40th Street General Subdistrict and applicable Building Type standards will apply to this DA:

(i) Developer shall not be required to adhere to the sixty five percent (65%) transparency requirement as set forth in South Ogden Code 10-5.1B-5-3 but will adhere to all other residential construction standards within the City Code.

(ii) Developer shall not be required to adhere to the building height restriction of three stories but will be limited, instead, to four stories.

(iii) As a result of the project concealing most of the parking in a below-grade podium structure, developer shall be allowed a parking ratio that is in accordance with the verified tenant demand, market study, and market comparisons for the proposed rental product type(s). The reduction in parking shall not exceed 1:1 for the 1-bedroom units, 1.15:1 for the 2-bedroom units and 1.25:1 for the 3-bedroom units.

(iv) The Occupation of Corner requirements shall allow for a reduction in the sight triangle where: 1.) a traffic signal is located at the intersection or, 2.) the egress route is a right-in-right-out format.

(v) The Transition from Single-Family Home (Stepback) Requirement will allow for a 1:1 addition to the allowed height when the proposed construction project is recessed and/or retained below the existing grade and adjacent lot elevation.

(vi) The ground story 14' plate height requirement will be met on the northeast and northwest corners. These spaces will be designated as the leasing office and a commercial space. The 'infill' units between these spaces will have a 9' plate height but will be set-up off of the sidewalk level to achieve a brownstone look. Large planters, landscaping, steps and rails will be utilized to achieve this look, provide a barrier between the units and sidewalk and add aesthetic appeal to the façade. These planters will transition with the grade on the Adams Ave façade and Porter Ave façade frontage. See exhibit A for the conceptual rendering of the ground-floor planter/ brownstone concept.

(vii) EIFS or Stucco can be used as a secondary façade material on multiple levels provided it is installed in recessed façade planes, it includes anodized or aluminum reveal channels at window lines and it is used in limited locations. Developer agrees to utilize larger 6' tall windows at the majority of the dwelling units to offset the stucco at secondary façade locations.

(ii)(viii) Balconies shall be a minimum 5' deep and 7' wide in lieu of the specified 6' deep and 5' wide.

(d) **Phased Development / Timing of Development.** The Parties agree that the project may be developed in phases. The Parties acknowledge that the efficient and economic development of the Project may be contingent and dependent upon numerous factors, such as market conditions and demand, interest rates, competition and similar factors. The City agrees that Developer shall have a reasonable level of flexibility for timing (with the exception of Section 6), sequencing, and phasing of the project.

(e) **Approval Processes.** Development approval of the Project shall follow the review processes in the 40th Street General Subdistrict within the Zoning Ordinance and this DA.

(f) Project Fees. The Parties acknowledge that the City charges impact fees, building permit fees, and other fees and that Developer will be subject to all applicable fees. The Parties further acknowledge that the Project may be benefited by a Participation Agreement, but that the successful negotiation of a Participation Agreement is not a condition to performance of Developer's obligations under this DA.

5. Vested Rights and Reserved Legislative Powers.

(a) Vested Rights Granted by Approval of this DA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this DA grants Developer the right to develop and construct the Project consistent with the uses and building types as provided in the 40th Street General Subdistrict and this DA. The Parties intend that the rights granted to Developer under this DA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that the 40th Street General Subdistrict and this DA, grant to Developer "vested rights" as that term is construed in Utah's common law and under Utah Code Ann. § 10-9a-509. If any such conditions subsequent are not performed then vested rights shall be deemed to have lapsed.

(b) Reserved Legislative Powers. The Parties acknowledge that any exception to the vested rights as set forth above must meet the compelling, countervailing public interest standard in Utah Code Aim. §10-9a-509.

(c) Legislative Discretion. Nothing in this DA shall be interpreted to usurp the independent exercise of the legislative discretion of the Planning Commission and Council.

6. Developer's Non-Performance. Should Developer fail to meet or perform the obligations defined within this DA, or if Substantial Completion of the Project has not been accomplished within three (33.5) years of the date of this DA, absent any extensions by further agreement of the Parties, this DA shall be automatically terminated and the Parties shall have no further rights or obligations hereunder.

7. Term of Agreement. The term of this DA shall be until _____, 20____. This DA shall also terminate automatically at Buildout.

8. City Obligations for Improvements. In connection with the Project, the City confirms that it has the necessary utility infrastructure to provide water, sewer, and stormwater service to the Project and that such infrastructure exists within a reasonable distance of the Project Property. The City also agrees that it will permit Developer to connect to the City's water, sewer, and storm drain upon payment of all applicable fees. Developer acknowledges that all other necessary utilities, including but not limited to electrical and natural gas service, are the responsibility of Developer.

9. Upsizing. Upon request from the City, Developer shall "upsized" any public infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) provided

that the City makes arrangements to compensate Developer for the reasonable costs of such upsizing on or before the date on which such infrastructure is installed by Developer. For example, if an upsize to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Developer for the 10% cost increase. Acceptable financial arrangements for upsizing of improvements include reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements.

10. Developer to Indemnify the City. Developer shall, protect, indemnify, save harmless and defend the City and its agents, employees, officers and elected officials against any claims, demands, judgments, expenses, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the Parties hereto and their employers, which may arise out of any act or failure to act, work or other activity related in any way to the Project, by Developer, Developer's agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by this DA. This indemnification provision shall not apply to any claims or liabilities that are unrelated to the Project or this DA.

11. Notices.

(a) Notice Addresses. All notices required or permitted under this DA shall be given in writing by certified mail and regular mail to the following addresses:

To Developer:

Lotus Company
Attn: Joe Torman
338 E. South Temple, Ste B.,
Salt Lake City, UT 84111

To the City:

South Ogden City
Attn: City Manager
3950 Adams Ave. Suite 1
South Ogden City, UT 84403

(b) Effectiveness of Notice. Each Notice shall be effective and shall be deemed delivered on the day the Notice is postmarked for mailing, postage prepaid, by Certified United States Mail and actually deposited with or delivered to the United States Postal Service.

Any party may change its address for Notice under this DA by giving written Notice to the other Parties.

12. Assignment and Transfer of Development.

(a) Assignment. Developer shall not assign its obligations under this Agreement or any rights or interests herein, and, except as provided below, shall not convey the Project or any portion therefor, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed if the proposed transferee (a) has, in the sole opinion of the City, the qualifications and financial resources necessary and adequate to fulfill the obligations of Developer under this Agreement and any then-applicable documents necessary to complete development; and (b) by instrument in writing, has expressly assumed the obligations of Developer under this Agreement and all then-applicable additional agreements and agreed to be subject to the conditions and restrictions arising under this Agreement or any other related development documents. If only a portion of the Project is assigned and/or conveyed under this Section 13, a reasonable allocation of Developer's duties appurtenant to that portion will be made.

(b) Security Interests. This Section 13 shall not prohibit granting any security interests for financing the acquisition and development of the Project, subject to Developer complying with applicable law and the requirements of this DA.

(c) Change in Control. A change in the majority ownership or control of Developer shall be deemed a transfer requiring the consent of the City under the requirements of this Section 13. Notwithstanding the foregoing sentence, transferring all or a portion of the Project or change in the majority ownership or control of Developer shall NOT be considered a transfer under these circumstances: (i) a transfer occurs to an entity that is an affiliate of Developer, (ii) a transfer or change in ownership occurs because of a merger or acquisition of Developer resulting in Developer and its principal(s) having the majority interest and control of the succeeding or resulting entity, or (iii) a transfer occurs only by way of security for, and only for, the purpose of obtaining financing to enable Developer, or its permitted successor in interest, to perform its obligations under this Agreement or any of the development related documents. If because of these described actions one or more new principals become associated with the Project, such principals shall sign a counterpart of this agreement evidencing their personal guaranty of Developer's obligations. For purposes of this section, an "affiliate" is an entity in which the owner(s) of Developer both holds an ownership stake of more than 50 percent and over which the owner of Developer is able to exert control

13. Appointment of Representatives. To further the commitment of the Parties to cooperate in implementing this DA, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and Developer. The initial representative for the City and the CDRA shall be Matthew Dixon, City Manager, and the initial representative for Developer shall be Kyle Crockett. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this DA and the development of the Project.

14. Mutual Drafting. Each party has participated in negotiating and drafting this DA and therefore no provision of this DA shall be construed for or against either party based on which party drafted any particular portion of this DA.

15. Waiver of Jury Trial; Attorneys' Fees. All disputes or claims arising under this DA shall be mediated by a mediator to be agreed upon by the Parties. If, after good faith efforts by the Parties, mediation is unsuccessful in resolving the dispute(s), any remaining controversy or claims arising out of or relating to this DA, or a breach thereof, shall be resolved by bench trial in the District Courts for the Second Judicial District, Weber County, Utah. The prevailing Party in any such action may recover all costs, including reasonable attorneys' fees, incurred in enforcing this Agreement. The Parties waive their right to a jury trial of any disputes or claims arising under this DA.

16. Applicable Law. This DA is entered into in Weber County in the State of Utah and shall be construed under the laws of the State of Utah despite Utah's choice of law rules.

17. Venue. Subject to Section 16, supra, any action to enforce this DA shall be brought only in the Second District Court for the State of Utah, Weber County.

18. No Waiver. Failure of any party to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

19. Severability. If any provision of this DA is held by a court of competent jurisdiction to be invalid, the Parties consider and intend that this DA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this DA shall remain in full force and affect.

20. Limitations on Damages. UNDER NO CIRCUMSTANCE SHALL ANY PARTY BE ENTITLED TO RECOVER (I) LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, (II) PENALTIES, OR (III) SPECIAL, PUNITIVE, TREBLE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

21. Entire Agreement. This DA and all Exhibits hereto, constitute the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

22. Recordation and Running with the Land. This DA shall be recorded in the chain of title for the Project. This DA shall be deemed to run with the land.

23. Authority. The Parties to this DA each warrant that they have the necessary authority to execute this DA. Specifically, on behalf of the City, the signature of the Mayor, or designee, of the City is affixed to this DA lawfully binding the City on _____, 201__.

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

SOUTH OGDEN CITY

By: _____
Its: _____

State of Utah)
 §
County of Weber)

On this ____ day of _____, the year _____, before me, _____ a notary public, personally appeared _____, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he/she executed the same.

Witness my hand and official seal.

(notary signature)

(seal)

Lotus on 40th, L.L.C.

By: _____
Its: _____

State of Utah)
 §
County of _____)

On this ____ day of _____, the year _____, before me, _____ a notary public, personally appeared _____, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he/she executed the same.

Witness my hand and official seal.

(notary signature)

(seal)

**Exhibit “A”
Concept Plan**

DRAFT

**Exhibit “B”
Project Property Description
Legal Description**

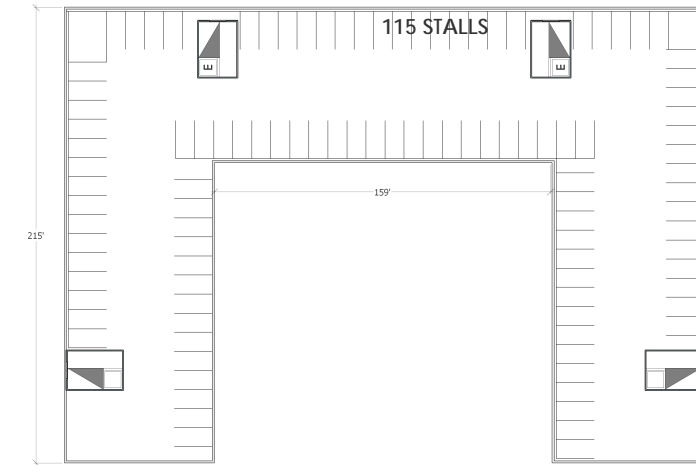
Exhibit “C”

See Attached

DRAFT



A1 40th & ADAMS RENDERING
SCALE: NTS



A3 PARKING CONCEPT
SCALE: NTS



A4 MASSING RENDERING
SCALE: NTS



APPROXIMATELY 160 TOTAL APARTMENTS (FLATS)

1.5 STORY PODIUM APARTMENT STRUCTURE

A2 SITE PLAN
SCALE: NTS

Document Date:

rev. date remark

Schematic Site Plan



**MINUTES OF THE SOUTH OGDEN CITY
PLANNING COMMISSION MEETING**

**THURSDAY, FEBRUARY 13, 2020
COUNCIL CHAMBERS, CITY HALL –6:15 pm**

PLANNING COMMISSION MEMBERS PRESENT

Chair Raymond Rounds, Commissioners John Bradley, Scott Amos, Jeremy Howe, Mike Layton, Jerry Jones, and Steve Pruess

STAFF PRESENT

City Manager Matt Dixon, Assistant City Manager Doug Gailey, and Recorder Leesa Kapetanov

OTHERS PRESENT

Greg Howell, Devan Hubbard

Note: The time stamps indicated in blue correspond to the audio recording of this meeting, which can be found at:

https://www.southogdencity.com/document_center/Sound%20Files/2020/PC200213_1816.mp3

or requested from the office of the South Ogden City Recorder.

A briefing session was held before the planning commission meeting in the EOC and was open to the public. The recording for the briefing meeting can be found by clicking this link:

https://www.southogdencity.com/document_center/Sound%20Files/2020/PC200213_1734.mp3

I. CALL TO ORDER AND OVERVIEW OF MEETING PROCEDURES

- Chair Raymond Rounds began the meeting at 6:17 pm by calling for a motion to open.
00:00:12

Commissioner Jones moved to open the February 13, 2020 planning commission meeting, followed by a second from Commissioner Bradley. Commissioners Pruess, Amos, Jones, Bradley, and Howe all voted aye.

Note: Commissioner Layton was not present for the vote.

- The chair announced it was time to enter a public hearing for the items listed, and called for a motion to do so.

Commissioner Howe moved to enter into the public hearing. Commissioner Pruess

48 **seconded the motion. The voice vote was unanimous in favor of the motion.**

49 00:00:42

50 Note: Commissioner Layton was not present for this vote. He entered the meeting during staff's
51 overview of the public hearing.

52
53
54 **II. PUBLIC HEARING**

55 To Receive and Consider Comments on the Following Items:

56 **A. Proposed Amendments To SOCC 10-5.1A, Allowing Four Story Buildings in the 40th**
57 **Street General Subdistrict**

- 58 • Staff overview 00:01:01 Note: Mr. Vlasic gave his overview of both public
59 hearing items A & B at this time.
- 60 • Public Comments
61 Devin Hubbard 00:07:42 Spoke in favor of changing the code according to
62 Items A & B

63 **B. Proposed Amendments to SOCC 10-5.1A, Changing the Requirement That Any Story After**
64 **the Third Story Must Be Stepped Back at Least 6 Feet, to Any Story After the Fourth Story**

- 65
- 66 • There were no more comments from the public. Chair Rounds called for a motion to
67 close the public hearing

68
69 **Commissioner Amos moved to close the public hearing. The motion was seconded by**
70 **Commissioner Bradley. All present vote aye.**

71
72
73 **III. ZONING ACTIONS**

74 **A. Discussion/Recommendation on Proposed Amendments to SOCC 10-5.1A And 10-5.1B,**
75 **Allowing Four Story Buildings in the 40th Street General Subdistrict**

76

77 **B. Discussion and Recommendation on Proposed Amendments to SOCC 10-17, Requiring**
78 **Hard Surface Driveways and Parking Pads in South Ogden and Requiring a Building**
79 **Permit to Install Them**

- 80 • Comments by City Manager Matt Dixon
81 00:12:36
- 82 • Discussion 00:15:05 During discussion by the Commission,
83 Commissioner Howe shared a handout. See
84 Attachment A.
- 85 • Motion 00:41:42

86
87 **Commissioner Jones stated that based on the money being spent to update the**
88 **General Plan, he moved to table this item. Commissioner Howe seconded the**
89 **motion.** Chair Rounds asked if Commissioner Jones wanted to set a time when this item

would come back to them. Commissioner Jones said he did not; he wanted to wait until the General Plan was finalized. The Chair clarified that both IIA and IIB would be tabled and that no date was set to re-consider them. Commissioner Jones indicated that was correct. There was some discussion among staff as to whether the General Plan would be specific enough to state how many stories would be allowed in each zone. Staff's consensus was that it would not be that specific. **The chair called the vote:**

Commissioner Amos - Yes
Commissioner Howe - Yes
Commissioner Bradley - Yes
Commissioner Jones - Yes
Commissioner Layton - Yes
Commissioner Pruess - Yes

The motion stood. Items IIA and IIB were tabled.

C. Discussion/Recommendation on Proposed Regency at Crossroads 2nd Subdivision Amendment

- This item was not considered at this meeting by request of the applicant

IV. SPECIAL ITEMS

A. Remanded by City Council: Allowing Non-Retail Manufacturing in the Riverdale Road Subdistrict

- Discussion 00:51:29
- Motion 01:05:19

Commissioner Bradley moved not to allow non-retail manufacturing in the Riverdale Road Subdistrict. The motion was seconded by Commissioner Pruess. City Recorder asked if Commissioner Bradley's intent was to not allow non-retail manufacturing anywhere. He said it was and amended his motion to state that the recommendation was that non-retail manufacturing should not be allowed anywhere in the city. The amended motion was seconded by Commissioner Pruess. Chair Rounds called the vote:

Commissioner Pruess- Yes
Commissioner Layton- Yes
Commissioner Jones- No
Commissioner Bradley- Yes
Commissioner Howe- No
Commissioner Amos- No

The vote resulted in a tie. Chair Rounds voted to break the tie.

133 Chair Rounds- Yes

134

135 The motion stood.

136

137 **B. Consideration/Recommendation of Request for Noise Ordinance Exception Permit from**
138 **UDOT for Night Time Construction On Harrison Boulevard**

- 139 • Discussion 01:08:23
- 140 • Motion 01:10:48

141

142 **Commissioner Howe moved to recommend approval of the Noise Ordinance**
143 **Exception Permit, followed be a second from Commissioner Amos.** Commissioner
144 Bradley asked if he could amend the motion. The chair said he could ask
145 Commissioner Howe to amend it. Commissioner Bradley asked that the motion be
146 amended to request no rotor milling be done during the day. **Commissioner Howe**
147 **amended his motion by adding the request. Commissioner Amos seconded the**
148 **amended motion. Chair Rounds called the vote:**

149

150	Commissioner Howe-	Yes
151	Commissioner Amos-	Yes
152	Commissioner Jones-	Yes
153	Commissioner Bradley-	Yes
154	Commissioner Layton-	Yes
155	Commissioner Pruess-	Yes

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157 **The Noise Ordinance Exception Permit was approved.**

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V. OTHER BUSINESS

- 162 • Staff gave an update on the General Plan, which included a visual presentation. See
163 Attachment B. 01:12:21

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VI. APPROVAL OF MINUTES OF PREVIOUS MEETING

Approval of January 9, 2020 Meeting Minutes

- 170 • Motion 01:26:04

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172 **Commissioner Jones moved to approve the January 9, 2020 meeting minutes, followed**
173 **by a second from Commissioner Amos. All present voted aye.**

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VII. PUBLIC COMMENTS

There was no one left to make comment.

Commissioner Layton made a comment about affordable housing that had been mentioned several times during the evening. The commissioners discussed the meanings of affordable housing vs. moderate-income housing. 01:26:25

VIII. ADJOURN

Chair Rounds called for a motion to adjourn.
01:32:26

Commissioner Amos moved to adjourn, followed by a second from Commissioner Howe. The vote to adjourn was unanimous.

The meeting concluded at 7:50 pm.

Not Approved

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Planning Commission Meeting held Thursday, February 13, 2020.


Leesa Kapetanov, City Recorder

Date Approved by the Planning Commission

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Attachment A

Handout from Commissioner Howe

Not Approved



Attachment B

General Plan Update

Not Approved

2020 General Plan Project Update

February 13, 2020
Planning Commission



Project Overview

- UNDERSTAND/LEARN
 - Getting to Know South Ogden
 - *2019 Moderate Income Housing Report (submitted)*
 - Research & Analysis
- ENGAGE/DISCUSS
 - Visioning – Community Surveys
 - Outreach – Community Events
 - Town Hall/Open House
- DEVELOP
 - Alternatives/Scenarios
 - Draft Recommendations
- REFINE & APPROVE
 - Final Plan Updates
 - Adoption Process



Current Phase



- UNDERSTAND/LEARN
 - Getting to Know South Ogden
 - *2019 Moderate Income Housing Report (submitted Nov/Dec 2019)*
 - Research & Analysis
- ENGAGE/DISCUSS
 - Visioning – Community Surveys
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 - Final Plan Updates
 - Adoption Process

UNDERSTAND/LEARN



- Getting to Know South Ogden
 - Project Team is currently reviewing past plans, maps, and other relevant city information
 - Tour of City being planned
- *2019 Moderate Income Housing Plan Report (submitted Nov/Dec 2019)*
 - Plan/Chapter to be updated with new strategies as part of the 2020 General Plan Update
- Research & Analysis
 - Demographic, housing, transportation data gathering
 - GIS data from State, County, and City

Next Steps



- UNDERSTAND/LEARN
 - Getting to Know South Ogden
 - *2019 Moderate Income Housing Report (submitted Nov/Dec 2019)*
 - Research & Analysis
- ENGAGE/DISCUSS
 - Visioning – Community Surveys
 - Outreach – Community Events
 - Town Hall/Open House
- DEVELOP
 - Alternatives/Scenarios
 - Draft Recommendations
- REFINE & APPROVE
 - Final Plan Updates
 - Adoption Process

ENGAGE/DISCUSS



- Project Advisory Committee
 - Members currently being identified/invited
- Visioning – Community Surveys
 - Qualtrics Survey Platform
 - Series of Short/Quick Surveys to get ideas flowing
- Outreach – Community Events
 - South Ogden Days
- Focus Group Meetings
 - Affordable Housing
- Town Hall/Open House
 - Plan Alternatives/Draft Plan