

**TREMONTON CITY CORPORATION
DEVELOPMENT REVIEW COMMITTEE
MAY 6, 2020**

Members Present:

Steve Bench, Chairman/Zoning Administrator
Chris Breinholt, City Engineer
Marc Christensen, Community Services Director—excused
Paul Fulgham, Public Works Director
Shawn Warnke, City Manager
Cynthia Nelson, Deputy Recorder

Chairman Bench called the Development Review Committee Meeting to order at 9:05 a.m. The meeting was held May 6, 2020 in the City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Chairman Bench, Engineer Breinholt, Director Fulgham, City Manager Warnke, and Deputy Recorder Nelson were in attendance. Director Christensen was excused.

1. Approval of agenda:

Motion by Director Fulgham to approve the May 6, 2020 agenda. Motion seconded by Engineer Breinholt. Vote: Chairman Bench – aye, Engineer Breinholt – aye, Director Fulgham – aye, Manager Warnke – aye. Motion approved.

2. Approval of minutes—March 18, 2020

Motion by Engineer Breinholt to approve the minutes of March 18, 2020. Motion seconded by Chairman Bench. Vote: Chairman Bench – aye, Engineer Breinholt – aye, Director Fulgham – aye, Manager Warnke – aye. Motion approved.

3. New Business:

a. Final Review for Edgewood Subdivision – Ben Johnston & Bryce Goodin

Mr. Johnston said do we need the irrigation valves at every intersection? Director Fulgham stated we usually space those further and then he showed Mr. Johnston where they could go and which ones could be taken out. Engineer Breinholt asked about 1000 North. Mr. Johnston said instead of a cross section for each one of those, I show the slope of the lip, curb and both returns. The height is 10% over 3,400 feet so it is not that drastic. The slope on the road is .4 with us cutting one foot back and adding a little strip of ground. He also showed where the on-street parking would be. He also noted where the catch basin is and the way they will drain. The Committee asked him to send the site plan when it is available.

b. Final Review for Mathison Apartments Site Plan – Bracken Atkinson, Brent Skinner, and Micah Capener

Engineer Breinholt asked if secondary water was going to be extended to this development. Their plan currently shows it connected to culinary water. Manager Warnke said it is about \$80,000 to extend the line to this development, which is an

expense that the City could afford. Engineer Breinholt said they have six acres of irrigated area so it would be nice to get the secondary water extended there. The City plans to extend secondary water through the detention basin on 350 North to northwest corner of the Mathison Apartments. Manager Warnke said the City is working on that connection. It is a little clouded on the ownership. The County shows it as a parcel with no ownership, but our attorney felt the best thing to do would be to approach both property owners and have them quick claim deed that property to the City. The City needs to figure out how we can work with the adjoining property owners. We will continue to work through it and determine if there is a PUE platted on the adjoining lot and how we can get secondary water through there. We need more time to determine secondary water, but construction can continue as we figure that out. Engineer Breinholt said if he only has one main connection point at the northwest corner, he will have to accommodate for that differently on this plan. We need to work through that and give them direction.

Engineer Breinholt said are you working on an agreement for the vehicle access and storm water through Tremont Center? Mr. Atkinson said as far as the vehicle access, yes. We have our main vehicle access and the secondary vehicle access behind the Shopko building through construction until this one is built. Once that secondary access comes we are going to see more impact to these two, but I hate to shut off that third access if it is successful as a fire access and alleyway. Engineer Breinholt said I am looking for an agreement between the Tremont Center and the apartments for those accesses and the storm water. Mr. Skinner said we tried to draft an agreement, but our attorney said there is already a crosshatched easement on the plat that goes to the whole 27 acres of the Tremont Center. Is there a need for something beyond that? Engineer Breinholt said is there anything that defines that whole area as the Tremont Center? Mr. Capener said there are legal descriptions tied back to that specifically. We had that done on each one of those pieces because we wanted to make sure when we sold Shopko everyone had continuous access through there. Our plan was always to use this, at least temporarily, until we could build out the other exit. There is no way to do it otherwise. Mr. Skinner said our attorney said anything we agreed to at this point would just be in addition to what is already there and could confuse it more. Mr. Capener said all of the plats show cross access easements for owners and guests—basically all those who are using the project. Manager Warnke said it is more of a civil issue than City issue and we want everyone to be aware. Mr. Skinner said any attorney will go to the plat and say here is an actual crosshatch area that has a legal description on the plat. Engineer Breinholt said the ingress and egress are well defined, but the question is what is the Tremont Center and where is that defined? We want to make sure it is all legally defined and can never be removed. Mr. Skinner said our groups would have an agreement that as development plans move forward, we will define an easement once there is a clear path for it. Mr. Capener said at that time we will determine who is paying for what. Mr. Atkinson said our agreement is just where do we attach—where does our access point start.

Mr. Capener said at one point we talked about looping that water line. I am not sure if it ties into your project or not. Mr. Atkinson said if we had a defined access, we could preplan the stub to the edge of the property. These three buildings are my second phase

because I have to leave this for that “what if.” There will be some time constraints. It is not a true second phase; we are just holding off for the unknown. At that point, we could put the water line in. We always loop ours for a development. Director Fulgham said the water line down 400 West ends and does not tie into Main Street. The goal is to bring one off Main Street into that new intersection and tie it back into everything.

Mr. Atkinson said there is extra spacing there because I anticipate the road being straight all the way to 600 West. I am giving some leeway in the site plan where the road that connects into our site has to move. Mr. Capener said we have room for another Greer’s type building here. That is why we will have to move the grocery store over here. We want to get everyone moving between, which will add value for everyone, and would get these people out quicker to the proposed traffic light on 600 West and Main Street. Mr. Atkinson said the road is designed to funnel people by the store. We hope it becomes a straight through. We are not sure on the end result, so there is space designed into the apartment complex site plan for adjustment. Manager Warnke said in the development agreement we try to flush these issues out and put details to them so everyone knows what is going into it, where we are at, and what triggers the need to construct the road from the apartment complex to the 600 West and Main Street. Mr. Atkinson said it is Mr. Capener’s requirement to construct the road, not mine. I am just waiting for him to tell me this is the location of the road connecting to the apartment complex. I am not a valid participant in the agreement to construct the road, it is more the City and Mr. Capener determining when that road goes through. Manager Warnke said the agreement between the RDA and Tremont Center LLC has a requirement of six years with a year of default (2027) for the second access to be installed at 600 West. The agreement defines the characteristics, but it does not necessarily define who does it, when it is to be done, or where it goes because you needed the flexibility. You need the road connection and we are trying to sort all these details out. There is an element as it relates to your development because at some point we need people to use that as an access. Mr. Atkinson said I agree, but I have no control over Mr. Capener’s development.

Mr. Capener said we can plan on a spot going straight through for the road, but until I fit buildings in there, I cannot commit either. I can commit Tremont Center LLC will put the road in because we have already done that with the RDA. Mr. Atkinson said we do need agreements in place, but I do not want to call Mr. Capener and make sure he is doing his development obligations for completing the road to 600 West. It gets redundant to have multiple developer agreements on the same thing. We know that road will be needed. Mr. Atkinson said I cannot create that financial burden on another developer. If the City wants to put a timeline on Mr. Capener you can, but we cannot. Mr. Capener said maybe we treat it like the BR Mountain Road—the City could put it in and then whoever comes in would have to reimburse the City. My big issue is I do not know who is coming in. There will probably be six different owners that will have to contribute to that improvement. It is a huge road and I cannot afford to put it in myself. The vision is we all share in it together and they all pay for their half since everyone will use it. Manager Warnke said I do not disagree, but that is the role of the master developer—to organize these things and get everyone to participate when property is sold.

Engineer Breinholt asked if the issue is timing? Mr. Atkinson that said with 100 units it is hard to get momentum. It will take a year or so if we break ground next week and we will start leasing as we go. I agree that discussion needs to happen on the timing of the road, but I do not think Mr. Skinner and I need to be a part of that. We will do an agreement with Mr. Capener that identifies the approximate location of the road and provide some flexibility for connecting the road into the apartment complex site. Manager Warnke said I respectfully disagree to some point because your project is creating traffic and the demand for the road connecting to 600 West and Main Street and forcing the timing issue. It is not right to say your project does not have an impact or there is no correlation with the timing of the road. Mr. Atkinson said we are not arguing that a road is needed; it is the authority to extend the road through and those discussions are between the City and Mr. Capener. We meet code with our two accesses as it sits. Legally we do not need this third access. As the apartment complex is built, it will stimulate the need for a road. That road is going to come sooner than you think. You already have development agreements (the agreement between the RDA and Tremont Center, LLC) in place that define these things. Manager Warnke said our power and authority comes when the City issues permits, which is why I think now is the time to talk about the timing of constructing the road. Engineer Breinholt said this intersection at 600 West will not get any improvements until Mr. Capener builds the commercial development. That will drive more traffic and the need for a traffic light there. I do not have a problem with cars going out 400 West until this has a lot of traffic. The development of the entire Tremont Center will drive the need for the road to 600 West. There is not a question whether this road is going to happen; it is a matter of timing.

Manager Warnke said can you tell us how the construction of the road to 600 West is going to happen? We know Tremont Center LLC has committed the second access on Main Street and have characteristics of what the road would look like with capacity issues, but I am not sure if we have talked about the timing in the agreement of how that road would be facilitated. Mr. Capener said I anticipate that to be a conversation with the grocery store and those neighboring tenants. This is an access they want, but they will have to pony up and be willing to maintain the road. If I do not have all the pieces sold and agreements put together, then who is going to maintain it over the long run? Engineer Breinholt said is there a reason you are not identifying the exact location of that road right now? Mr. Capener said we want to identify where we think we want it to go, but if a grocery store comes and says I am not coming unless I can do XYZ in this particular spot; then we want to conform to the grocery store—even if that means we need to bend or shift the road to fit their building design. We all want to plan on this going straight through. I want a location so I can steer the grocery store and neighboring tenants in that direction, but I also do not want to be held over a barrel if the store says it does not fit. Manager Warnke said that is not the issue, it is the timing of the road and how it all comes together. When we start developing out a project and you finish your second phase of the apartment complex the demand is being created. I feel the City has been flexible, but at some point, we need to be specific. Will the grocery store trigger the road? Mr. Capener said they would be the biggest trigger, I am committing to doing the road in the six years because I am confident we are going to get the store lined up,

but I cannot spend a million dollars putting in a road when I am not sure where they want it. It has always been in the plans. We want real parking with multiple access points to the road, which is why we spent a ton of extra money getting all these access points. The road has moved, but it will still fit the same way. The store wants to be in the middle so we should work the road around them. Chairman Bench said if you do that, all you are doing is glorifying that back alley. Mr. Capener said I want it to be straight, but it depends on what the grocery store wants. We have to accommodate them. Sometimes straight shots are not all they are cracked up to be. The most valuable pieces are the places where people have to stop and look. Grocery stores are trying to drive people to their store. Mr. Atkinson said at the end of the day we agree with everything you are saying, other than we just do not legally feel we are a part of Mr. Capener's site. If there has to be an agreement, I hope you come to it. I feel confident the project is going to self fulfill faster with us starting construction. A store would trigger that road as soon as they break ground. Chairman Bench said is it your plan to have this road go all the way to the end? Mr. Capener said our plan is to have this road so we can get the trucks to the stores. The plan was to keep the semis on the back. This all has to work correctly to get trucks in and out of there and then they would have their own docking on the back or side. The problem we run into is they have a canned plan that has to fit into this development without being modifying.

Mr. Atkinson said we are deeding you the right-of-way to put in the sidewalk and landscape on 400 West. What else do we need a development agreement on? Manager Warnke said we have a standard development agreement template with a special conditions section, which is unique to each development. The issues that we have been discussing would be included into the special condition section of the development agreements. Mr. Atkinson confirmed that water shares would need to be turned over to the City. Mr. Atkinson said the dedication plat would be recorded. The City is reviewing that. We also sent the amendment of the Tremonton and Garland Drainage District easement to Mike Allen and our lawyers so they can adjust it. It has all been agreed upon. Once it is finalized, it will be sent to the City to review. The north side of the easement was obsolete over 50 years ago and the Tremonton Garland Drainage District did not realize they had that on there. The other issue is they did not have an easement to their property line so the utilities and such were not in their easement. It was offset 20 to 30 feet. We are adjusting that and making it a straight through and they have agreed to it. We will get that drawn up and recorded.

Mr. Atkinson said our site development people have already surveyed and started the process of designing the extension of 400 West to 350 North. There will be some upfront pre-development costs for that. Do we forward that to you as we get those costs? It will have to be separated out because once I have the loan; I cannot apply for that under the same thing. I will have to contract that out as its own project. Also, do we have any authorization from the homeowner on the corner for access? I do not want anyone getting upset over us going through that area. Have they been notified or are they aware of this so we do not have a legal dispute? Director Fulgham said I told them a couple years ago, that is a City right-of-way and he was okay with that coming through because it would improve his property. I will touch base with him again.

Mr. Capener said we paid for a \$6,000 traffic study and it did contemplate this project. The whole thing was designed around 288 units at the time. I could send that to you. The Master Plan shows a light at 600 West.

Mr. Atkinson asked about additional trees along the service road to screen the view. Chairman Bench said there needs to be buffering from residential to commercial. Manager Warnke said is there no plan for a fence? Mr. Atkinson said the back of Shopko is not an eye sore and we are not going to have noise. We will have landscaping along here. We have to be sensitive with trees because of the PUE with power and gas going through there. I forgot to send a picture of what we do for our dumpsters, but if you do not like it then we will use your design. We usually do concrete, but they have a good look to them. We got rid of the ballers, which get broken, and put the curb stops. If they get damaged, we can take those out. We will send that plan to you. Are the streetlights called out on the spec? Manager Warnke said I sent the spec for the streetlights to Mr. Atkinson for 400 West. They would like the new streetlights to match the existing streetlights already there. Director Fulgham said that is 220 power down through there. The eye that turns them off and on is what needs that. Mr. Atkinson said what do we need to start scraping ground? Chairman Bench said as long as Engineer Breinholt is comfortable with it you could start grubbing now.

When asked about fencing adjacent to Town and Country, Mr. Atkinson said the neighboring property (Town and Country) has a slatted fence already and there is a 40-foot easement from the drainage system. Town and Country will have more buffer than any neighbor we have had. That is their fence. Right now, I have no intention of adding another because there is no need for it. They have nearly 60 feet before it hits one of our buildings. Chairman Bench asked about a lighting plan and what typically goes on their building. What will be on the back facing Town and Country? Mr. Atkinson said it depends on the access points, but there is probably not a need for that on the backsides. Chairman Bench said since these are backs and entries from other locations, I would say let us leave that dark and put lights on the front and sides. Mr. Atkinson would send the lighting details to Manager Warnke.

Manager Warnke asked about a charging station for electric cars. Mr. Atkinson said we typically put two to four in our developments. The hardest part is identifying where we put them. We have not traditionally put those on the plans we just say this is where they will be. Engineer Breinholt reminded them not to do any utility construction until they have the plans finished up. I will send your engineer my comments today.

c. Walk-ins:*

Mr. Capener said I am not worried about the looks because it looks good back there I am worried about people getting in the wrong spot. I thought a fence was required between residential and commercial. Chairman Bench read the code. Mr. Capener said I do not want a concrete wall because they settle and move, but a fence of any kind is ideal to keep the commercial and residential areas separated. Manager Warnke said so you are good getting the road coordinated with all the property owners? Mr. Capener said yes, the vision was as each one of them comes in; they would have to pay their half

of the road. The full road will be done as we get through it and it will benefit everyone. I thought if it needed to be done before we were ready then they would have to do it. It is not a big deal since they already have the service drive in there. Manager Warnke said it would be contiguous and provide continuity all the way to their development, right? Mr. Capener said it will at some point and we will have to require that whenever we do what we are going to do on that back piece. If the grocery store is going there, that would be part of their service drive access so they can get their trucks in and out. Ultimately, it will all have to mesh together. We would tell whoever is coming in, this is where it is planned to be and when we bury the canal, we will stub that 10-inch water loop up there so it will all tie together. It might take us a couple years to get there. Goal number one is to try to get new buildings going and the corner on the front entrance sold so we can afford to bury the canal. That will bring the bed to make it perfect for the grocery store. It depends on how big of ones we do on the front, but we could do 10 other smaller buildings depending on how much room the grocery store takes. It all depends on design. They want people to dump right into their parking lot. If that happens, we dump the road straight in and run the access around the grocery store to their service drive and it would all flow and work.

4. Comments/Reports: none.

5. Public comments: none.

6. Adjournment:

Motion by Director Fulham to adjourn the meeting. Motion seconded by consensus of the Committee. The meeting adjourned at 10:51 a.m.

The undersigned duly acting and appointed Recorder for Tremonton City Corporation hereby certifies that the foregoing is a true and correct copy of the minutes of the Development Review Committee Meeting held on the above referenced date. Minutes prepared by Jessica Tanner.

Dated this ____ day of _____, 2020

Linsey Nessen, City Recorder

***Utah Code** 52-4-202, (6) allows for a topic to be raised by the public and discussed by the public body even though it was not included in the agenda or advance public notice given; however, no final action will be taken.