CITY OF NORTH SALT LAKE
COMMUNITY & ECONOMIC DEVELOPMENT

10 East Center Street, North Salt Lake, Utah 84054
(801) 335-8700
(801) 335-8719 Fax

NORTH SALT LAKE PLANNING COMMISSION
NOTICE & AGENDA
October 13, 2020
6:30 p.m.

Notice is given of a public meeting of the North Salt Lake Planning Commission to be held on the above noted date and time in the North Salt Lake City Council chambers located at 10 East Center Street. The agenda will be as follows:

Welcome, Pledge, and Introduction

1) Proclamation by Planning Commission Chair Regarding Electronic Meeting

2) Public comments

3) Consideration of a P-District Rezone and Preliminary Plat Approval for NSL City Center Phase 2 at 71 North Highway 89, Brighton Utah Development, applicant

4) Report on City Council actions on items recommended by Planning Commission

5) Approval of minutes:

   a. 9/22/2020

Adjourn

NOTICE: This meeting will be an electronic meeting online. The host site will be located at 10 East Center Street; members of the public are invited to attend via electronic device at the link below:

Join Electronic Meeting
http://bit.ly/pcmtg101320

The public is invited to attend all Planning Commission meetings. If you need special accommodations to participate in the Planning Commission meeting, please call the City offices at (801) 335-8700. Please provide at least 24 hours notice for adequate arrangements to be made. Times noted on the agenda are estimates only – the Commission may proceed faster or slower than these estimates indicate.

Notice of Posting:
I, the duly appointed recorder for the City of North Salt Lake, hereby certify that the foregoing agenda was posted on the Utah Public Notice website, at city hall, and sent to the required newspapers this 8th day of October, 2020.

Dated this 8th day of October, 2020.

Linda Horrocks

CITY OF NORTH SALT LAKE CORPORATE SEAL 1946 STATE OF UTAH

PROCLAMATION
OF THE
CITY OF NORTH SALT LAKE
PLANNING COMMISSION

WHEREAS, the Planning Commission Chair has determined that conducting public meetings of the Planning Commission with an anchor location where the public could attend in person, presents a substantial risk to the health and safety of those who may be present at that location based upon the current Covid-19 pandemic and the limited staff support to properly ensure physical distancing and sufficient disinfection for attendees and staff.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission shall hold meetings for the month of October 2020 by electronic means only, and will not include an anchor location where the public could attend in person.

Dated: October 13, 2020

_____

Ted Knowlton, Chair

CITY OF NORTH SALT LAKE
COMMUNITY & ECONOMIC DEVELOPMENT

10 East Center Street, North Salt Lake, Utah 84054
(801) 335-8700
(801) 335-8719 Fax

MEMORANDUM

TO: Planning Commission

FROM: Sherrie Llewelyn, Community Development Director

DATE: October 13, 2020

SUBJECT: Preliminary plan for The Park Lofts-City Center located at 71 North Highway 89; and recommendation on the P-District Rezone and amended Development Agreement

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RECOMMENDATION

The Development Review Committee (DRC) recommends approval to the Planning Commission the preliminary plan for Phase 2 of the City Center project known as Park Lofts-City Center at approximately 71 North Highway 89, along with the proposed P-District and amended development agreement with the following:

1. Engineering corrections of civil drawings prior to final plat approval.

BACKGROUND

The purpose of this application is to facilitate an amendment to City Center P-District Development located at 25 East Center Street. The property at 71 North is 1.55 acres and will be added as a second phase to the residential portion of the existing 3.6-acre City Center project. The amended general development plan for City Center was approved by the City Council on August 18, 2020. In conjunction with the P-District rezone request, the amended development agreement will include preliminary plat approval for the project.

REVIEW

During the review of the amended GDP the Planning Commission asked the applicant to consider a site plan modification that would front more units onto a common green space area. The developer considered the option and would like to continue with the proposed layout stating that the proposed layout offers more units with full driveways for guest parking, a reduction of 8 parking stalls in the alternative layout, the building massing, and marketability of the project. The developer memo is attached.

Amendments to the plan include corrections for approved street trees along Highway 89 and the addition of two pedestrian walkways into the future shared use of the North Town Station open space and detention. The architecture and all original terms of the approved development agreement will be

placed upon the phase.

The DRC has reviewed the preliminary plat for compliance with applicable standards. The engineering division has a few additional redlines that will need to be corrected prior to Final Plat.

POSSIBLE MOTION

I move that the Planning Commission recommends approval to the City Council the proposed P-District Rezone at 71 North Hwy 89 and amendment Development Agreement for NSL City Center with the following conditions:

1. Engineering corrections of civil drawings prior to final plat approval.

Attachments

1) Aerial Map
2) Memo from Developer on alternative design
3) Draft Amended Dev. Ag.
4) Aerial/Zoning Map
5) Preliminary Plan
6) Landscape Plan
7) Landscape Plan-North Town Station

N Main St
Hatch Park
Main Street
Center Street
North Salt Lake City Hall
Commercial Building
Highway 89
S Main St
© 2020 Google

To: North Salt Lake City Council and Planning Commission

From: Brighton Development Utah LLC

Date: October 30, 2020

Subject: Alternate layout per PC discussion

We have reviewed an alternate layout per the request of the Commission. Although we did not reduce the unity count under the alternate scenario we feel the proposed layout being presented for approval to the Commission and Council is a much better fit for the following reasons:

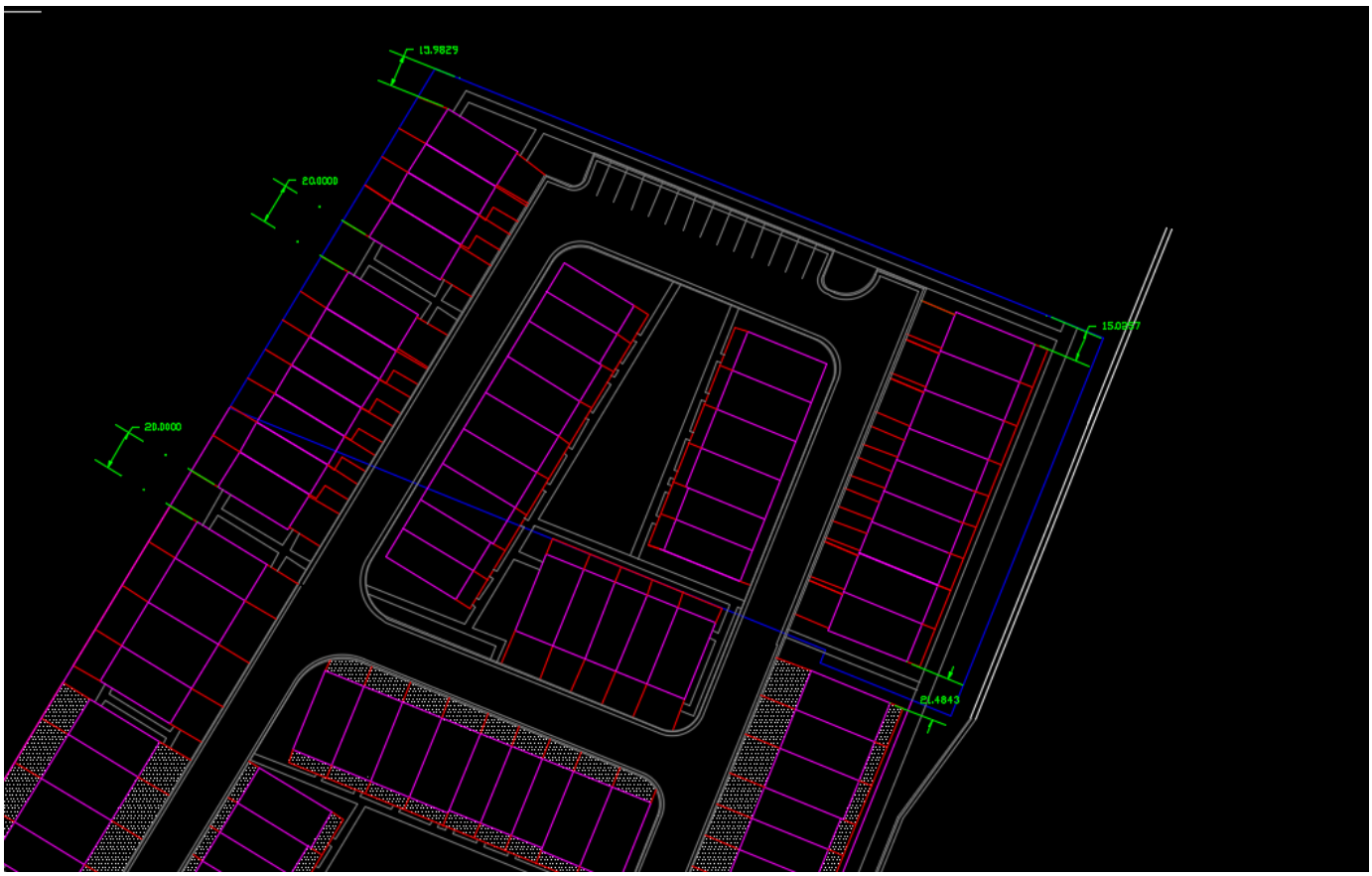
- More units have full driveways which going to alternate layouts would reduce the parking count by approximately 8 stalls.
- The buildings being placed along the north property line have private back yards
- The building massing feel much more comfortable
- The unit placement and configurations are much more marketable

We appreciate the Commissions desire to look at alternative options and we welcome those suggestions. We are ready to answer any questions as they come up to the intent of the proposed site plan.

I have attached a concept of what we perceived as the alternate the Commission asked us to explore.

Sincerely,

Taylor Spendlove
Brighton Development Utah LLC


13.9829
20.0000
20.0000
15.0997
21.4843

When Recorded
Return to:
City of North Salt Lake
10 East Center Street
North Salt Lake, UT 84054

AGR2020-xxA
FIRST AMENDMENT TO

DEVELOPMENT AGREEMENT
CITY CENTER AT NORTH SALT LAKE

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the _____day of _____, 20___ (the "Effective Date"), by and between **THE CITY OF NORTH SALT LAKE**, a Utah municipal corporation (the "City"), and **NSL PARK LOFTS, LLC,** a Utah limited liability company, (the "Developer"). The Developer and the City are sometimes collectively referred to herein as the "Parties" or singularly as a "Party."

RECITALS

A. WHEREAS, the City entered into a certain development agreement for City Center at North Salt Lake on October 9, 2018 (the "Original Development Agreement"), by and between the City of North Salt Lake, a Utah municipal corporation (the "City) and NSL Park Lofts, LLC, a Utah Limited Liability company (the "Developer") in connection with the redevelopment of certain real property owned by the Developer and located in the City of North Salt Lake, which property is commonly referred to as "NSL City Center".

B. WHEREAS, the Developer has made application for a P-District rezone on adjacent property at 71 North Highway 89 and formally requested the property described on **Exhibit "A-1"** (the "Property") be included in the General Development Plan and said Development Agreement be amended to include said Property;

C. WHEREAS, the development of the Property is governed by the City's Title 10—Land Use and Subdivision Ordinances (the "Code"). All Section references contained herein shall refer to the Code.

D. WHEREAS, pursuant to section 10-13-3 of the Code, the Developer has filed an application for and received approval by the City for the following:

(1) a General Development Plan Amendment (the "General Development Plan") for the Property consisting of 1.55 acres fronting Hwy 89 and directly abutting the existing development; and

(2) the re-zoning of the Property to the Planned P District, (the "P District Zoning") subject to approval of an acceptable development agreement amendement. This Agreement constitutes such acceptable development agreement.

E. WHEREAS, on August 11, 2020 the Planing Commission issued a positive recommendation to the City Council for the approval of the amended General Development Plan Amendment, subject to ceratin conditions;

F. WHEREAS, on August 18, 2020 the City Council approved the amended General Development Plan Amendment, subject to ceratin conditions;

G. WHEREAS, the Parties now desire to enter into this first amendment in order to amend the Original Agreement to reflect the approved General Development Plan Amendment to include the Property.

H. WHEREAS, Pursuant to city code section 10-13-2-D, exceptions to or modification of the general standards for development within the residential and commercial zoning districts may be granted in the P District Zoning if the City determines that such exceptions are desirable and warranted. By this Agreement, the Parties desire to stipulate the required standards with respect to: land use; building size, layout, materials and architecture; landscaping; parking; signage size, placement, height, and design; lighting; fencing materials; and any other standards specified herein and included within the Project's P District Zoning.

AGREEMENT

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

1. Incorporation of Recitals and Exhibits. The above Recitals and Exhibits attached and referenced herein are hereby incorporated into this Agreement.

2. General Development Plan Approval. To the fullest extent of its legal powers and authority and for the duration of the Term (as described below) of this Agreement, the City hereby approves the Amended General Development Plan for the Project, including the density, use, configuration, and specification designations as described in the General Development Plan and as described elsewhere herein. Accordingly, to the maximum extent permitted under the laws of the State of Utah and the United States, the parties hereto intend that this Agreement grants to Developer the right to develop the Project, as outlined in this Agreement without modification or interference by the City, except as specifically set forth herein. The parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law and at equity. The parties specifically intend that this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann., §10-9a-509. The Developer may not substantively deviate from the Amended General Development Plan without prior approval by the City. Subject to the terms of this Agreement and subject to the Developer's compliance with other provisions of the Code not specifically modified herein, the Developer shall have the right to have, Preliminary Design Plan, Site Plan, Final Plat, Construction Plans and Building Permits (as those terms are defined in section 10-3 of the Code) approved by the City and to develop the Project as proposed and approved. The Developer hereby agrees that the Project is subject to all City ordinances in effect as of the Effective Date, except as specifically modified herein by this Agreement. In the event of a conflict between the Code and this Agreement, this Agreement shall control.

Notwithstanding the foregoing, the Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation of the police powers, such legislation shall not modify the Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 10-9a-509 of the Municipal Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v.*

City of Logan, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

3. Exhibits "B" (General Development Plan) and "C" (Landscape and Site Plans) of the Original Agreement are hereby modified to include the property as shown in Exhibit "B-1".

4. Term. The vested rights described in this Agreement shall be effective for a period of ten (10) years following the date on which this Agreement is adopted by the city Council of North Salt Lake and signed by the City's Mayor (the "Term").

5. Development of the Project. The Project shall be developed by Developer and/or Developer's successors and assigns in accordance with all of the requirements contained herein.

a. Notwithstanding anything in the Code to the contrary, the general layout, parking, fencing, and landscaping of the project shall be substantially in the form of **Exhibit "C-1"** of this Agreement and are entitled Landscape and Site Plans.

b. Notwithstanding anything in the Code to the contrary, the land use standards, including but not limited to, setbacks, building heights, uses, etc., for all structures to be developed within the Project shall be as described in attached **Exhibit "D"** and are hereby approved by the City for use in the Project and are entitled P District Land Use Standards.

c. Developer and City hereby agree that architectural standards should be applied to the development of all lots within the Project. These specific rules and standards are shown in **Exhibit "E"** of this Agreement and are entitled, "Architectural Standards for City Center and Park Lofts at City Center".

d. Developer and City hereby agree that signage and design standards should be applied to the development of all lots within the Project. These specific rules and standards are shown in **Exhibit "F"** of this Agreement and are entitled, "Signage Design & Standards for City Center and Park Lofts at City Center".

e. Required Public Improvements. The Developer shall be responsible for the installation and costs associated with all improvements for the Property.

5. Individual ownership. The developer shall record with the development restrictive covenants that preclude purchase of more than 3 residential units by any single entity or person.

6. Payment of Fees. Developer agrees to pay fees, except for any waivers, credits or other considerations noted in this agreement, as required by the City's adopted fee schedule in effect as of the Effective Date of this Agreement. At the time of this agreement, the schedule for the payment of impact fees is as follows:

a. Culinary Water: at building permit
b. Secondary Water: at building permit
c. Sewer: at building permit to South Davis Sewer District
d. Storm Drain: at pre-construction meeting for development improvements
e. Roadway: at building permit
f. Parks: at building permit

7. Agreement to Run with the Land/Assignment. A memorandum of this Agreement shall be recorded by Developer against the Property in the form attached **Exhibit "H"**. The rights and obligations of Developer under this Agreement shall be those affecting the Property, and shall run with and be binding upon the Property and its successors and assigns, or any portion thereof. The terms of this Agreement shall be deemed to expire as to any portion of the Property upon the issuance of a certificate of occupancy for a structure on the subject portion of the Property. Neither Developer nor their successors and assigns shall have the right to assign this Agreement, in whole or in part, unless: (a) such assignee becomes the owner of fee simple title to that portion of the Property affected by the rights and obligations under this Agreement that are being assigned, and (b) the Developer delivers advance written notice to the City of the assignment.

8. 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, by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below:

To Developer: NSL Park Lofts LLC
Attn: Nathan W. Pugsley
45 East Center Street Suite #___
North Salt Lake, Utah 84054

To the City: City of North Salt Lake
Attn: City Manager
10 East Center Street
North Salt Lake, Utah 84054

In the event that either of the Parties desires to change its address as shown above, such Party shall provide written notice to the other Party pursuant to the requirements of this Section 6.

9. Default. In the event either Party fails to perform its obligations hereunder or to comply with the terms thereof, within thirty (30) days after giving written notice of default and the failure of the defaulting Party to cure such default, or if the default is of a nature that it cannot be reasonably cured within 30 days, then to have diligently and in good faith commenced to cure such default, and the non-defaulting Party may, at its election, have the following remedies:

a. All rights and remedies available in equity, including injunctive relief or specific performance, but shall have no claim for money damages.

b. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or any development described in this Agreement until such default has been cured.

c. The right to draw upon any security posted or provided in connection with the Project and this Agreement.

d. The right to terminate this Agreement.

e. The rights and remedies set forth herein shall be cumulative.

10. Marketing and Sales. The Developer shall have the right to (a) place a sales trailer upon the Property and to operate its marketing and sales activities from such trailer, (b) use as a sales office the

residential unit labeled in the General Development Plan as Unit 9, and (c) post customary marketing and advertising signage upon the Property relating to the Project.

11. Maintenance of Public Improvements. All improvements dedicated to the City shall be maintained by the City to at least the same level of service provided by the City to other public improvements.

12. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein, and all regularly approvals given by the City for the Property and/or the Project or any phase thereof containing the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties or understandings between the Parties which are not contained in this Agreement, regulatory approvals and related conditions.

13. Severability. The Parties hereto agree that the provisions hereto are severable. If any provision of this Agreement is held invalid, the remainder of this Agreement shall be effective and shall remain in full force and effect unless amended or modified by mutual consent of the Parties.

14. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

15. No Third-Party Rights. The obligations of Developer set forth herein shall not create any rights in and/or obligations to any person or Parties other than the City. The Parties hereto alone shall be entitled to enforce or waive any provisions of this Agreement.

16. By signing this agreement, NSL Park Lofts, LLC, as the owner of said Property, hereby consents to the terms and conditions of the Original Agreement, as modified by this first amendment.

17. The Original Agreement, as amended by this First Amendment, is hereby ratified and confirmed, and remains in full force and effect.

[The remainder of this page is intentionally left blank.]

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 hereinabove written.

ATTEST:

_____
City Recorder

CITY
CITY OF NORTH SALT LAKE

_____
By: Len Arave
Its: Mayor

DEVELOPER
NSL Park Lofts LLC

_____

_____
By: Nathan W. Pugsley
Its: Manager

EXHIBIT "A"
LEGAL DESCRIPTION

All property included in Davis County Parcel Identification numbers: 01-047-0330; 01-047-0271; 01-047-0313; 01-047-0077; 01-047-0075; 01-047-0076; 01-047-0181; 01-047-0182 and containing approximately 3.629 acres.

Legal Description:

NORTH SALT LAKE – CITY CENTER
BOUNDARY DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF SECTION 1 AND THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF CENTER STREET AND THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 89, SAID POINT BEING N89°54'24"E 25.23 FEET AND N00°05'36"W 26.98 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE N89°55'41"W ALONG SAID NORTHERLY RIGHT OF WAY LINE OF CENTER STREET, 357.93 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 27.00 FEET, AN ARC LENGTH OF 33.28 FEET, A DELTA ANGLE OF 70°36'44", A CHORD BEARING OF N47°04'09"W, A RADIAL BEARING OF N07°37'29"E, AND A CHORD LENGTH OF 31.21 FEET TO THE EASTERLY RIGHT OF WAY LINE OF MAIN STREET; THENCE N00°00'12"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 174.99 FEET; THENCE N31°17'00"E 282.93 FEET; THENCE S67°53'26"E 312.63 FEET; THENCE S21°47'24"W 4.35 FEET; THENCE S67°59'00"E 68.52 FEET TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 89; THENCE S22°00'40"W ALONG SAID WESTERLY RIGHT OF WAY LINE, 313.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 158,063 SQUARE FEET OR 3.629 ACRES MORE OR LESS

EXHIBIT "1"
LEGAL DESCRIPTION

All property included in Davis County Parcel Identification numbers: 01-047-0180 and containing approximately 1.55 acres.

Legal Description:

EXHIBIT "B"
GENERAL DEVELOPMENT PLAN

The General Development Plan for the City Center & Park Lofts at City Center project approved by the City Council on the 19 day of June, 2018.

EXHIBIT "B-1"
AMENDMENT TO THE GENERAL DEVELOPMENT PLAN

EXHIBIT "C"
LANDSCAPE & SITE PLANS

EXHIBIT "C-1"
LANDSCAPE & SITE PLANS

EXHIBIT "D"
LAND USE STANDARDS

EXHIBIT "E"
ARCHITECTURAL STANDARDS

EXHIBIT "F"
SIGNAGE STANDARDS

EXHIBIT "G"
PHASING PLAN

EXHIBIT "H"
MEMORANDUM OF AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED PLEASE RETURN TO:

City of North Salt Lake
Attn: City Recorder
10 East Center Street
North Salt Lake, UT 84054

2020-XXA

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is made by and between **THE CITY OF NORTH SALT LAKE**, a Utah municipal corporation, whose address is 10 East Center Street, North Salt Lake, Utah, 84054, hereinafter referred to as the "City," and **NSL PARK LOFTS, LLC,, a Utah limited liability company,** whose address is 45 East Center Street Suite #___, North Salt Lake, Utah 84054 ("Developer").

Developer and the City have entered into that certain "Development Agreement" for "FIRST AMENDMENT TO THE NSL CITY CENTER", dated _____ (referred to herein as the "Agreement") regarding the real property to be known as the City Center & Park Lofts at City Center development and more particularly described on the attached **Schedule "A-1"** (the "Property"). Copies of the Agreement are on file in the offices of the City of North Salt Lake.

This Memorandum is executed and recorded in the Davis County Recorder's Office in order to provide third-parties with notice of the Agreement. The effect of the Agreement as to each portion of the Property shall expire upon the issuance of a certificate of occupancy for a structure by the City as to the subject portion.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first above written.

"CITY"

CITY OF NORTH SALT LAKE

ATTEST:

_____ By:_____
City Recorder Mayor

EXHIBIT "A-1"
LEGAL DESCRIPTION

All property included in Davis County Parcel Identification numbers: 01-047-0180 and containing approximately 1.55 acres.

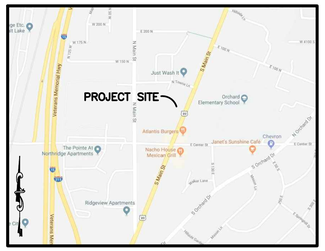
Legal Description:

Reeve & Associates, Inc. - Solutions You Can Build On

SHEET 1 OF 1

THE PARK LOFT - CITY CENTER
A PLANNED LOT DEVELOPMENT
& AMENDING A PORTION OF THE NORTH SALT LAKE - CITY CENTER P.U.D., LOTS 24-29 AND COMMON AREA
PRELIMINARY PLAT 'NOT TO BE RECORDED'

PART OF THE SW 1/4 OF SECTION 1 AND THE SE 1/4 OF SECTION 2, T.1N., R.1W., S.L.B. & M., U.S. SURVEY
NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH
SEPTEMBER, 2020



VICINITY MAP
NOT TO SCALE

CURVE TABLE

#	RADIUS	ARC LENGTH	CHORD LENGTH	TANGENT	CHORD BEARING	DELTA ANGLE
C1	5.00'	3.21'	3.16'	1.66'	N49°28'40"W	36°49'32"

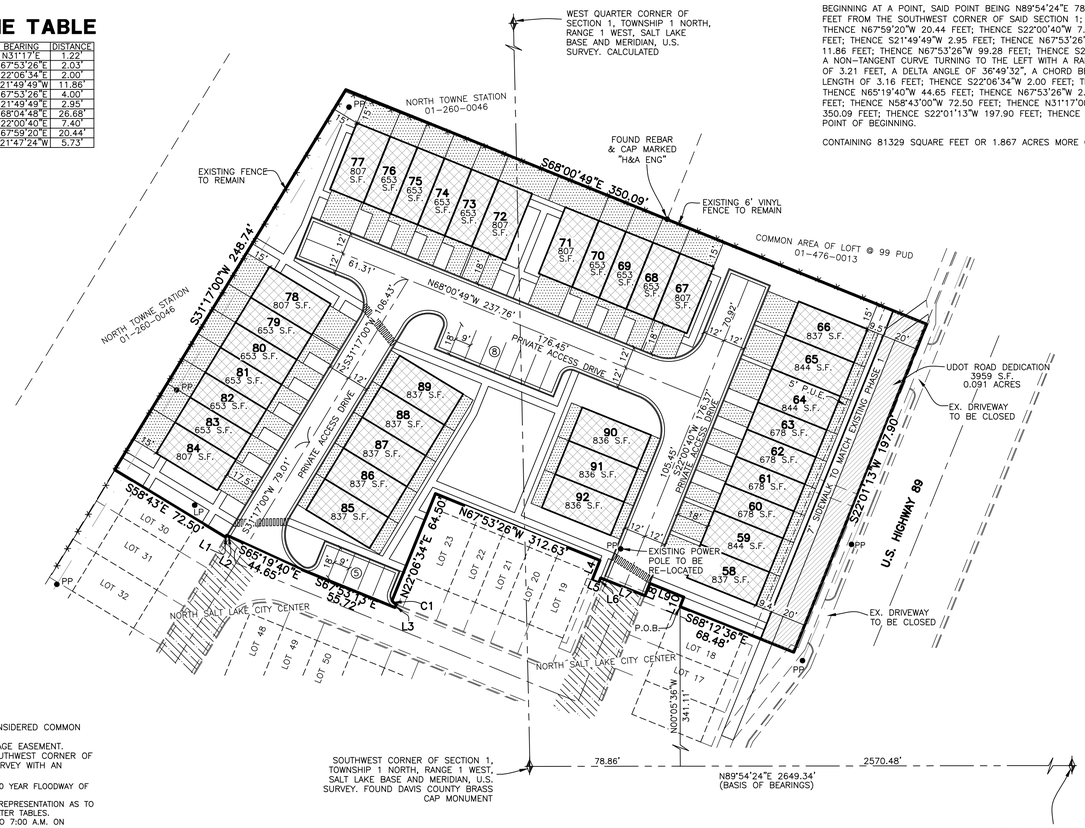
LINE TABLE

LINE	BEARING	DISTANCE
L1	N31°17'E	1.22'
L2	S67°53'26"E	2.03'
L3	N22°06'34"E	2.00'
L4	S21°49'49"W	11.86'
L5	S67°53'26"E	4.00'
L6	N21°49'49"E	2.95'
L7	S68°04'48"E	26.68'
L8	N22°00'40"E	7.40'
L9	S67°59'20"E	20.44'
L10	S21°47'24"W	5.73'

LEGEND

- = SECTION CORNER
- = BOUNDARY LINE
- = PROPOSED BUILDING
- = ADJOINING PROPERTY
- = EASEMENTS
- = SECTION TIE LINE
- = EXISTING FENCELINE
- = EXISTING OVERHEAD POWERLINE
- PP = EXISTING POWER POLE
- LP = EXISTING LIGHT POLE
- P.U.E. = PUBLIC UTILITY EASEMENT
- = PRIVATE LOTS
- = LIMITED COMMON AREA AND PUBLIC UTILITY AND DRAINAGE EASEMENT
- = CROSS ACCESS EASEMENT
- = UDOT RIGHT-OF-WAY DEDICATION

40 0 40 80 120
Scale: 1" = 40'



BOUNDARY DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF SECTION 1 AND THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING N89°54'24"E 78.86 FEET AND N00°05'36"W 341.11 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE N21°47'24"E 5.73 FEET; THENCE N67°59'20"W 20.44 FEET; THENCE S22°00'40"W 7.40 FEET; THENCE N68°04'48"W 26.68 FEET; THENCE S21°49'49"W 2.95 FEET; THENCE N67°53'26"W 4.00 FEET; THENCE N21°49'49"E 11.86 FEET; THENCE N67°53'26"W 99.28 FEET; THENCE S22°06'34"W 64.50 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 5.00 FEET, AN ARC LENGTH OF 3.21 FEET, A DELTA ANGLE OF 36°49'32", A CHORD BEARING OF S49°28'40"E, AND A CHORD LENGTH OF 3.16 FEET; THENCE S22°06'34"W 2.00 FEET; THENCE N67°53'13"W 55.72 FEET; THENCE N65°19'40"W 44.65 FEET; THENCE N67°53'26"W 2.03 FEET; THENCE S31°17'00"W 1.22 FEET; THENCE N58°43'00"W 72.50 FEET; THENCE N31°17'00"E 248.74 FEET; THENCE S68°00'49"E 350.09 FEET; THENCE S22°01'13"W 197.90 FEET; THENCE N68°12'36"W 68.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 81329 SQUARE FEET OR 1.867 ACRES MORE OR LESS.

ADDRESS TABLE

#	ADDRESS
58	25 E. CENTER ST. #58
59	25 E. CENTER ST. #59
60	25 E. CENTER ST. #60
61	25 E. CENTER ST. #61
62	25 E. CENTER ST. #62
63	25 E. CENTER ST. #63
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69	25 E. CENTER ST. #69
70	25 E. CENTER ST. #70
71	25 E. CENTER ST. #71
72	25 E. CENTER ST. #72
73	25 E. CENTER ST. #73
74	25 E. CENTER ST. #74
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87	25 E. CENTER ST. #87
88	25 E. CENTER ST. #88
89	25 E. CENTER ST. #89
90	25 E. CENTER ST. #90
91	25 E. CENTER ST. #91
92	25 E. CENTER ST. #92

SURVEYOR'S CERTIFICATE

I, TREVOR J. HATCH, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF THE PARK LOFT – CITY CENTER IN NORTH SALT LAKE, DAVIS COUNTY, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE DAVIS COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND, I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF NORTH SALT LAKE, DAVIS COUNTY CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS ____ DAY OF _____, 20__.

9031945
UTAH LICENSE NUMBER

PROFESSIONAL LAND SURVEYOR 9031945 TREVOR J. HATCH STATE OF UTAH

OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND PRIVATE STREETS AS SHOWN ON THE PLAT AND NAME SAID TRACT THE PARK LOFT – CITY CENTER, AND DO HEREBY DEDICATE TO UDOT FOR PUBLIC USE ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS "RIGHT OF WAY DEDICATION TO UDOT", AND DO HEREBY DEDICATE TO NORTH SALT LAKE CITY FOR PUBLIC USE ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS "RIGHT OF WAY DEDICATION TO CITY" AND DO HEREBY DEDICATE THE AREAS SHOWN HEREON AS PRIVATE ACCESS DRIVES, PRIVATE UTILITY, STORM WATER DETENTION PONDS, AND DRAINAGE EASEMENTS AS PUBLIC UTILITY AND DRAINAGE EASEMENTS, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS AND ALSO TO DEDICATE ALL AREAS LABELED COMMON AND LIMITED COMMON AREA AS PUBLIC UTILITY AND DRAINAGE EASEMENT AND ALSO TO DEDICATE THE CROSS ACCESS EASEMENT LOCATED ON THE COMMERCIAL LOT TO ALL PRIVATE LOT OWNERS FOR ACCESS AND PARKING TO BE MAINTAINED BY THE HOA.

SIGNED THIS _____ DAY OF _____, 20___.

ACKNOWLEDGMENT

STATE OF UTAH)ss.
COUNTY OF _____)

ON THIS THE ____ DAY OF _____, 20__, PERSONALLY APPEARED BEFORE ME _____, WHO BEING BY ME DULY SWORN DID SAY THAT HE/SHE IS THE _____ OF SAID CORPORATION AND THAT THE FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS. AND HE/SHE ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

RESIDING IN _____ COUNTY, _____

ACKNOWLEDGMENT

STATE OF UTAH)ss.
COUNTY OF _____)

ON THE ____ DAY OF _____, 20__ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____, IN SAID STATE OF UTAH, _____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____ OF SAID CORPORATION AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES:_____ _____
A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN _____ COUNTY

MY COMMISSION NO._____ _____
PRINTED FULL NAME OF NOTARY

NOTES

1. ALL BUILDING TIES ARE PERPENDICULAR UNLESS OTHERWISE NOTED.
2. ALL AREAS NOT LABELED AS PRIVATE LOTS, AND LIMITED COMMON AREA ARE TO BE CONSIDERED COMMON AREA.
3. ALL COMMON AND LIMITED COMMON AREAS ARE CONSIDERED PUBLIC UTILITY AND DRAINAGE EASEMENT.
4. PROJECT BENCHMARK: FOUND DAVIS COUNTY SURVEY BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY WITH AN ELEVATION OF 4337.62' NAVD 88 AS DERIVED FROM GPS RTK VRS MEASUREMENTS.
5. ALL STRUCTURES IN THIS SUBDIVISION AND/OR DEVELOPMENT ARE NOT LOCATED WITHIN THE 100 YEAR FLOODWAY OF THE CURRENT EFFECTIVE FEMA FIRM MAPS.
6. APPROVAL OF THIS DEVELOPMENT PLAT BY NORTH SALT LAKE CITY DOES NOT CONSTITUTE ANY REPRESENTATION AS TO THE ADEQUACY OF SUB-SURFACE SOIL CONDITION NOR THE LOCATION OR DEPTH OF GROUNDWATER TABLES.
7. RESIDENTIAL PARKING EASEMENT IN FAVOR OF LOTS 57-91 ALLOWS PARKING FROM 5:30 P.M. TO 7:00 A.M. ON WEEKDAYS AND 24 HOUR PARKING ON SATURDAYS AND SUNDAYS.
8. CROSS ACCESS EASEMENT TO BE CONSIDERED PUBLIC UTILITY AND DRAINAGE EASEMENT.
9. ALL COORDINATES SHOWN HEREON ARE BASED ON THE DAVIS COUNTY SURVEYOR'S OFFICE DATUM.
10. SNOWPLOWING FOR THE PARALLEL PARKING STALLS ON THE NORTH SIDE OF CENTER STREET WILL BE THE RESPONSIBILITY OF THE HOA.
11. THE INTERIOR WATER LINE AND STORM DRAIN IMPROVEMENTS ARE PRIVATE AND ARE TO BE MAINTAINED BY THE HOA.
12. STREETS TO MATCH NORTH SALT LAKE – CITY CENTER.
13. CROSS ACCESS EASEMENT ACROSS NORTH SALT LAKE – CITY CENTER PLAT, ENTRY NO. 3143083, BOOK 7199, PAGE 226 OF OFFICIAL RECORDS AT THE DAVIS COUNTY RECORDERS OFFICE.
14. ACCESS EASEMENT TO NORTH TOWN STATION PUD OPEN SPACE PER AGREEMENT AS RECORDED AS ENTRY #_____ OF OFFICIAL RECORDS AT THE DAVIS COUNTY RECORDERS OFFICE.

DEVELOPER:

BRIGHTON HOMES
45 E. CENTER STREET #103
NORTH SALT LAKE, UT. 84054

RECOMMENDED FOR APPROVAL

THIS _____ DAY OF _____, 20___.

CITY ENGINEER

RECOMMENDED FOR APPROVAL

THIS _____ DAY OF _____, 20___.

CITY ATTORNEY

RECOMMENDED FOR APPROVAL

THIS _____ DAY OF _____, 20___.

CHAIRMAN, PLANNING COMMISSION

CITY COUNCIL'S APPROVAL

PRESENTED TO THE CITY COUNCIL OF NORTH SALT LAKE CITY,

THIS _____ DAY OF _____, 20___.

CITY RECORDER ATTEST:_____

MAYOR:_____

PROJECT INFORMATION

Surveyor: T. HATCH	Project Name: THE PARK LOFT – CITY CENTER
Designer: E. ROCHE	Number: 6440-21
	Scale: 1"=30'
Begin Date: 08-26-2020	Revision: 9-15-20
	Checked:

Reeve & Associates, Inc.
5160 S 1500 W, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

DAVIS COUNTY RECORDER

ENTRY NO._____ FEE PAID _____ FILED FOR RECORD AND RECORDED, _____ AT _____ IN BOOK _____ OF THE OFFICIAL RECORDS, PAGE _____
RECORDED FOR:

DAVIS COUNTY RECORDER
_____ DEPUTY.

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PLANT TABLE

TREES

Quantity	Symbol	Scientific Name	Common Name	Size
10		Acer platanoides 'Columnar'	Columnar Norway Maple	2" cal.
5		Acer campestre	Hedge Maple	2" cal.
3		Carpinus betulus 'Fastigiata	Pyramidal European Hornbeam	2" cal.
2		Acer freemanii 'Jeffersred'	Autumn Blaze Maple	2" cal.
4		Malus 'Spring Snow'	Spring Snow Crabapple	2" cal.
2		Ginkgo biloba 'Princeton Sentry'	Princeton Sentry Ginkgo	2" cal.
4		Prunus cerasifera 'Thundercloud'	Thundercloud Flowering Plum	2" cal.
6		Pyrus calleryana 'Chanticleer'	Chanticleer Flowering Pear	2" cal.

SHRUBS

Quantity	Symbol	Scientific Name	Common Name	Size
28		Buxus microphylla 'Winter Gem'	Winter Gem boxwood	5 gal.
2		Cornus sericea 'Insanti'	Insanti Dwarf Dogwood	5 gal.
17		Euonymus alatas 'Compacta'	Dwarf Burning Bush	5 gal.
25		Pinus mugo 'Pumilio'	Dwarf Mugo Pine	5 gal.
68		Potentilla fruiticosa 'Gold Drop'	Gold Drop Cinquefoil	5 gal.
94		Spiraea japonica 'Magic Carpet'	Magic Carpet Spirea	5 gal.

Ornamental Grasses

Quantity	Symbol	Scientific Name	Common Name	Size
49		Calamagrostis 'Karl Foerster'	Karl Foerster Grass	5 gal.

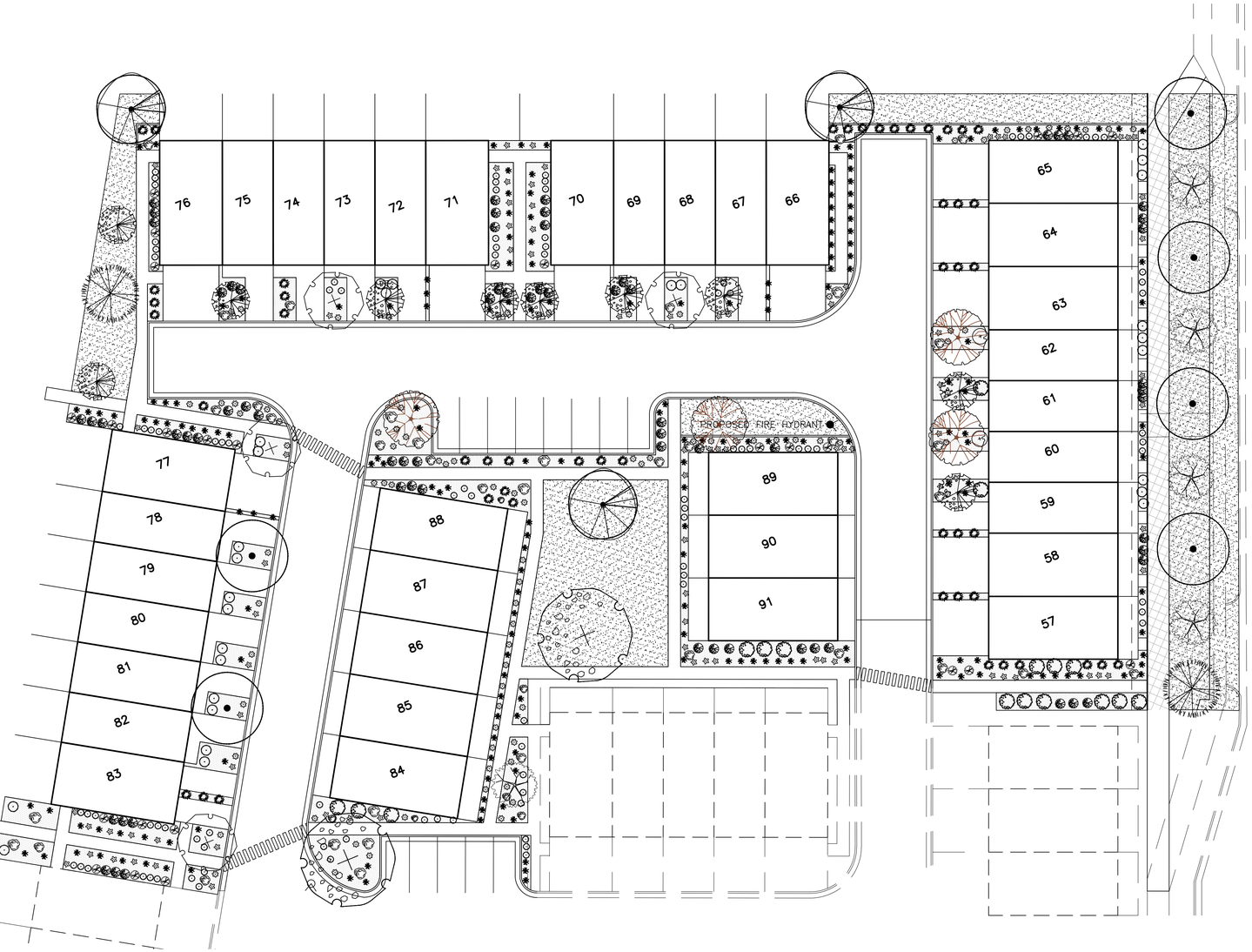
PERENNIALS

Quantity	Symbol	Scientific Name	Common Name	Size
197		Hemerocallis 'Stella de Oro'	Stella de Oro Daylily	1 gal.
86		Iris pallida 'Variegata'	Variegated Sweet Iris	1 gal.
85		Sedum 'Autumn Joy'	Autumn Joy Sedum	1 gal.

OTHER

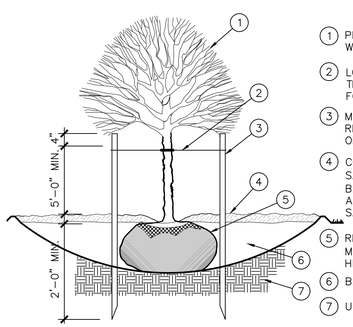
Symbol	Description	Size/Type
	Turf Grass – Sod Kentucky Bluegrass Mix – 3 Species Minimum	Sod
	Crushed Gravel Mulch – Match Previous Phase Place mulch over 5 ounce Professional weed barrier cloth in all planting beds. Contractor to provide samples to owner for approval prior to delivery.	2" Minus 3" Depth
	Concrete Mow Strip	6"x6"
	Landscape Boulders	3'–5' Diameter

Note:
Street trees in public r.o.w. are required to be a 2" caliper, as measured at 4 feet above final grade. ORD2019–11.



20 0 20 40 60
Scale: 1" = 20'

811 Know what's below. Call before you dig.

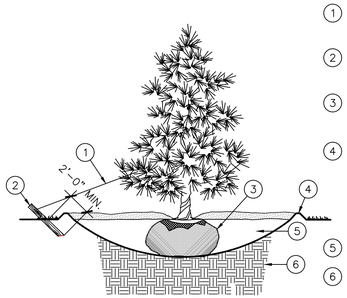


1. PRUNE ALL DEAD AND INJURED WOOD. DO NOT CUT LEADER.
2. LOOSELY TIE TO ALLOW FOR TREE MOVEMENT, BUT SECURED FOR HIGH WIND CONDITIONS.
3. METAL T–POSTS, 2 PER TREE. REMOVE POSTS & TIES AFTER ONE YEAR.
4. CONSTRUCT 4" EARTH BERM SAUCER. FILL WITH 3" BARK/ROCK MULCH. BRUSH AWAY FROM TRUNK. REMOVE SAUCER AFTER ONE YEAR.
5. REMOVE BURLAP/PACKAGING MAT. PLANT TREES 2"–3" HIGHER THAN GRADE.
6. BACKFILL WITH NATIVE SOIL
7. UNDISTURBED SOIL

NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

DECIDUOUS TREE PLANTING

NTS

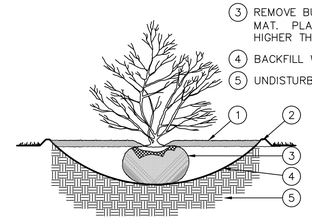


1. LOOSELY TIE TO ALLOW FOR TREE MOVEMENT, BUT SECURED FOR HIGH WIND CONDITIONS
2. 4' x 2" x 2" STAKE AND GUY WIRE (ONE EA. TREE) REMOVE STAKES AFTER ONE YEAR
3. REMOVE BURLAP/PACKAGING MAT. PLANT TREES 2"–3" HIGHER THAN GRADE
4. CONSTRUCT 4" EARTH BERM SAUCER. FILL WITH 3" BARK/ROCK MULCH – BRUSH MULCH AWAY FROM TRUNK. REMOVE SAUCER AFTER ONE YEAR
5. BACKFILL WITH NATIVE SOIL
6. UNDISTURBED SOIL

NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

CONIFEROUS TREE PLANTING

NTS

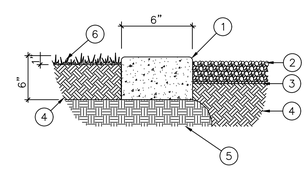


1. 3" OF BARK/ROCK MULCH. BRUSH AWAY FROM STEM
2. 3" EARTH BERM SAUCER. REMOVE AFTER ONE YEAR
3. REMOVE BURLAP/PACKAGING MAT. PLANT SHRUBS 2"–3" HIGHER THAN GRADE.
4. BACKFILL WITH NATIVE SOIL
5. UNDISTURBED SOIL

NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

SHRUB PLANTING

NTS



1. 6"X6" CONCRETE MOW STRIP WITH RADIUS EDGES
2. BARK/ROCK MULCH
3. FINISH GRADE/WEED FABRIC
4. TOPSOIL
5. COMPACTED SUBGRADE
6. LAWN

CONCRETE MOW STRIP

NTS

PLANTING NOTES

1. This planting plan is diagrammatic and plant locations are approximate.
2. Field survey, stake, and string the layout and locations of site construction features for approval before actual construction. The layout shall conform to the exact location and grades of the intended work to be done.
3. Coordinate all aspects of the planting plans with the irrigation system and call the attention of the owners representative to any conflict in placement of plants in relation to sprinkler heads, lines and valves at the time the landscape installation phase takes place.
4. Finish grade of soil in lawn areas shall be 2" below pads, walks, paving, headers and curbs to accommodate sod. Grades in areas when seeded shall be 1" lower than adjacent edge.
5. Native topsoil shall be stockpiled and stored on site whenever possible for use in landscape areas.
6. All sod areas shall receive a minimum 4" depth of native topsoil and shrub beds shall receive a minimum of 8" of native topsoil.
7. Imported topsoil, when required, shall come from a reputable source, have a loam consistency and be free of weeds and debris.
8. Face each shrub to give the most pleasing look as seen from a line perpendicular to the wall or walk to/from which it is viewed.
9. Edging or Curbing shall be installed as shown on the plan to separate grass from shrub beds.
10. Shrub beds shall drain properly to prevent standing water from occurring. Call improperly draining planters or planting beds to the attention of the owners representative before planting. Provide positive drainage away from all structures and walls. Slope landscape areas 2% minimum.
11. Place mulch in all shrub beds and perennial areas. See schedule for depth and type. Do not crowd out small perennial plants with excessive mulch.
12. Provide a 3' minimum diameter circle "tree ring" around trees that are placed within lawn areas. Place a 3" min. depth of mulch. Use shredded bark mulch or match mulch being used for shrub beds.

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REVISIONS

DATE	DESCRIPTION
2020.7.7	NP CONCEPT LANDSCAPE
2020.7.21	NP CONCEPT REVISIONS
2020.7.29	NP CONCEPT REVISIONS
2020.8.25	NP LS & IRRIGATION

North Salt Lake - City Center Phase 2

North Salt Lake, Davis County, Utah

Landscape Plan

LICENSED LANDSCAPE ARCHITECT
6431661
NATHAN C. PETERSON
STATE OF UTAH

Project Info.
Landscape Architect: Nathan C. Peterson
Drafter: N. Peterson
Begin Date: 2020
Name: NSL – City Cinter Phase 2
Number: 6440–21

Sheet L1 of 3 Sheets

3/26/2019 | npeterson | G:\6440 Brighton Homes\21 – NSLC City Center – Phase 2\Landscape\NSL City Center Ph. 2 LS&irr.dwg Reeve & Associates, Inc. - Solutions You Can Build On

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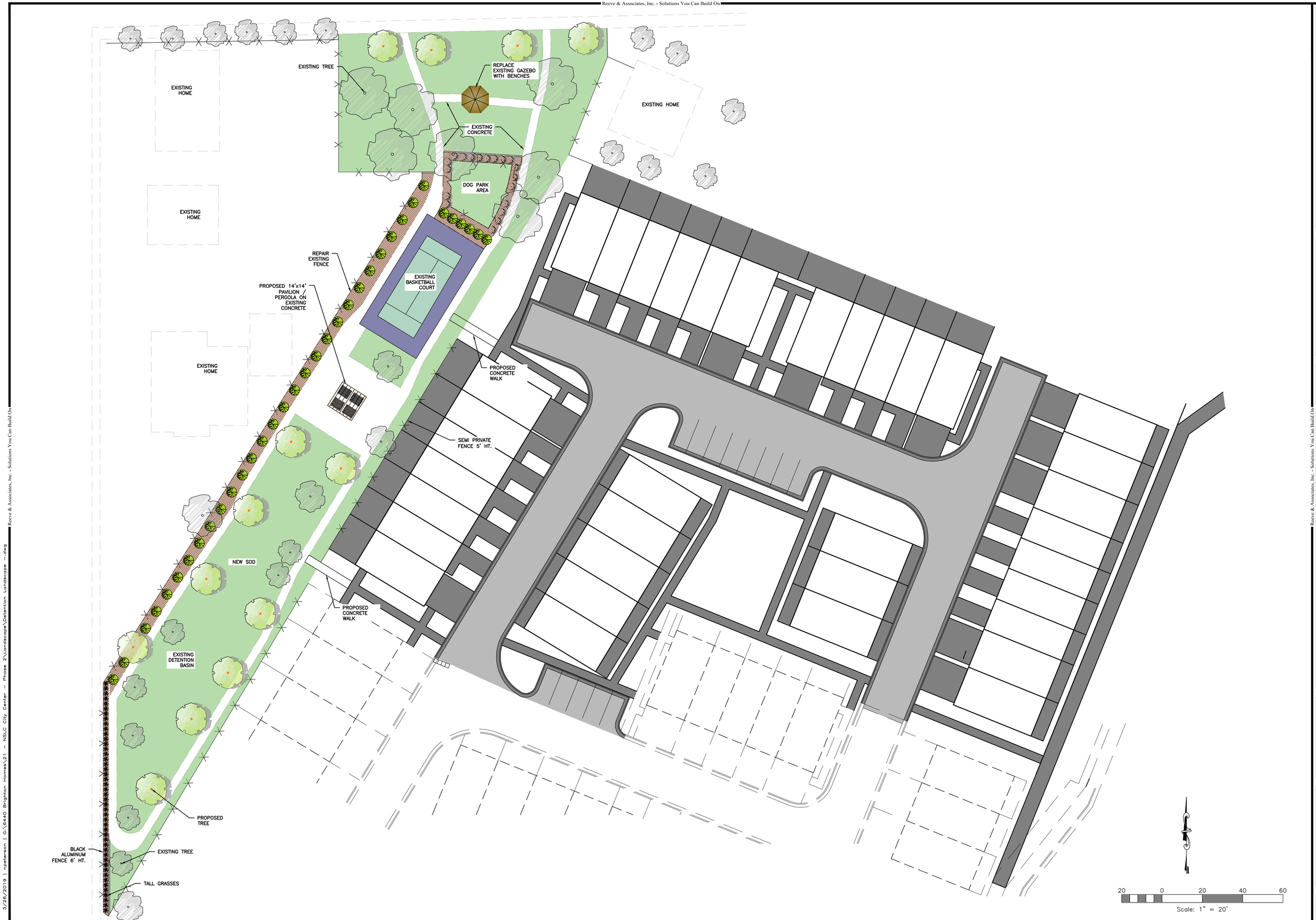

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REVISIONS

DATE	DESCRIPTION
2020.7.7	NP CONCEPT LANDSCAPE
2020.7.21	NP CONCEPT REVISIONS
2020.7.29	NP CONCEPT REVISIONS

North Salt Lake - City Center Phase 2

North Salt Lake, Davis County, Utah

Detention Concept Plan

LICENSED LANDSCAPE ARCHITECT
6431661
NATHAN C. PETERSON
STATE OF UTAH

Project Info.

Landscape Architect: Nathan C. Peterson

Drafter: N. Peterson

Begin Date: 2020

Name: NSL – City Cinter Phase 2

Number: 6440–21

Sheet L1 | 1 Sheets

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3/26/2019 | npeterson | G:\6440 Brighton Homes\21 – NSLC City Center – Phase 2\Landscape\Detention Landscape –.dwg

CITY OF NORTH SALT LAKE
PLANNING COMMISSION MEETING
SEPTEMBER 22, 2020

DRAFT

This meeting was held electronically via 3CX. The host site was located at 10 East Center Street in North Salt Lake.

Commission Chair Ted Knowlton called the meeting to order at 6:30 p.m. and Alisa Van Langeveld led those present in the Pledge of Allegiance.

PRESENT: Commission Chair Ted Knowlton
Commissioner Stephen Garn
Commissioner William Ward
Commissioner Brandon Tucker
Commissioner BreAnna Larson
Commissioner Alisa Van Langeveld

EXCUSED: Commissioner Kent Kirkham

STAFF PRESENT: Sherrie Llewelyn, Community Development Director; Andrea Bradford, Minutes Secretary.

OTHERS PRESENT: Dee Lalliss, Carol Newton, Elise Hutchison, Robert Walsh, Sandra Walsh, Jeff Leleszi, Zane Anderson; Ben Olsen, Zack Olsen, Silver Sky Lofts Townhomes; Nick Trujillo, Veolia.

Chair Knowlton stated that conducting this meeting with an anchor location, as in City Hall, where the public could attend in person does present a substantial risk to the health and safety of those who may be present at that location based upon the current COVID-19 pandemic and the limited staff support to properly ensure physical distancing and sufficient to disinfect for attendees and staff. Therefore, let it be know that there is a public health and safety risk for us to attend this meeting in a physical location, such as City Hall, which is why this meeting will be held remotely.

Commissioner Van Langeveld asked for clarification on the resolution and if the request to hold the meeting electronically needed to be done three days in advance. Sherrie Llewelyn replied that the notification that the meeting would be held electronically was posted fourteen days in advance. She said the City Council approved the resolution last week to answer the requirements per State code. This proclamation would need to be read every thirty days at the Planning Commission meeting. Mrs. Llewelyn explained that how difficult it would to hold the meeting at

City Hall as she would have to present, sanitize, and run the PowerPoint, etc. and how the camera system was not setup to accommodate in person meetings.

1. PUBLIC COMMENTS

There were no public comments.

2. PUBLIC HEARING: CONSIDERATION OF CONDITIONAL USE PERMIT FOR THE EXPANSION OF A NON-CONFORMING USE (WASTE MANAGEMENT & REMEDIATION SERVICES) LOCATED AT 709 NORTH TAYLOR WAY, MD ZONE, NICK TRUJILLO, VEOLIA, APPLICANT

Sherrie Llewelyn reported that in May 2002 a conditional use permit (CUP) and site plan was approved for the facility at 709 North Taylor Way. The CUP was for the present use by Veolia for waste management and remediation services for the transport and ultimate disposal of hazardous wastes offsite. The business occupied half of the building and the other half was occupied by another tenant. The second tenant has vacated the premises and Veolia has requested a permit to use that half of the building to expand their business from hazardous waste disposal services to include nonhazardous waste disposal services. The property is in the Manufacturing Distribution (MD) zone. The code was amended in 2011 removing those uses as conditional uses in the MD zone, which makes the current use non-conforming. City code does allow for the expansion of non-conforming uses upon issuance of a conditional use permit by the Planning Commission after a public hearing.

Non-regulated/Non RCRA (Resource Conservation and Recovery Act) waste would be screened prior to being brought onsite to verify that it meets all the criteria of being non-regulated. It would also be transported to the site on non-hazardous shipping papers/bill of lading in non-bulk quantities of 55 gallons or less. It would then be staged in the warehouse for further sampling/testing prior to processing. A 25 yard roll-off dumpster lined with plastic would be placed in the warehouse and the waste would then be solidified and loaded in the roll-off using a backhoe/forklift tilt hopper. The applicant estimated about sixty-four 55 gallon drum equivalents would fill a 25 yard dumpster and comply with applicable DOT regulations. Once the roll-off dumpster was filled, Veolia would generate a new shipping document for the dumpster and it would be shipped to Subtitle C or D landfills based on waste profiling. The waste would be tracked via internal tracking systems to identify which waste was bulked into which dumpster. Veolia also intends to make any necessary building modifications including the installation of a dust collection system to control any fugitive dusts and a containment system for any accidental spills to avoid storm water contamination. All operations would be performed in accordance to local, state, and federal regulations for environmental health and safety.

Sherrie Llewelyn clarified that no disposal would be done at this location. She said the RCRA is the federal law that creates the framework for the proper management of hazardous and non-

hazardous solid waste. The law defines waste as hazardous if the waste has properties that make it dangerous or capable of having a harmful effect on human health or the environment. Hazardous waste is generated from many sources, ranging from industrial manufacturing process waste to batteries and may come in many forms including liquids, solids, gases and sludge. City code prohibits the expansion of nonconforming uses except by conditional use permit, therefore the expansion is subject to review for compliance with the performance standards for conditional uses within section 10-7-2 of the code. Conditions may be placed on the use to meet the concerns for safety of persons and property, health and sanitation, environment, general plan proposals and neighborhood needs, performance and administrative.

Sherrie Llewelyn stated that staff determined there were several issues, which should be considered in the approval of the conditional use permit. This included site plan design and security. The site appears to be secured by a six-foot chain link fence and staff recommended verification of secondary spill containment. The second issue would be storage limitations and ensuring that no waste would be stored outside of the building. She said her understanding was that the maximum amount of time the waste could be stored on the property was ten days. The third issue was storm drain/runoff protections including verification of secondary spill containment. Mrs. Llewelyn said the fourth issue was pollution control, water, air, and odors. All waste would be stored inside the building for a maximum of ten days and the operator would install a dust collection system. The fifth issue would be visual screening but as all the waste would be stored within the building there would be no need for a screened fence for outdoor storage. The sixth issue was compatibility with the neighborhood, the current building, landscaping and parking complied with the code and is of similar in character to other uses and buildings in the zone. The last issue was energy conservation and the proposed use provides an essential service for the safe disposal of non-hazardous waste particularly those wastes lost or damaged in shipment. She explained that this business provides a necessary service so that those wastes are collected and disposed of safely and no disposed via the strorm water or sanitary sewer systems.
The Development Review Committee (DRC) has reviewed the application and felt that the expansion of the use would have no effect on the properties in the area and that the facility has operated the existing nonconforming business that handles hazardous waste for 18 years without incident or complaint. The expansion to receive non-hazardous waste is within the federal and state regulations in the manner proposed may be allowed with conditions to that effect. The DRC recommended approval with the following conditions that City staff verify the security of the site prior to issuance of a business license, no waste may be stored outside of the building, storm drain/runoff protections are in place or will be installed were necessary to protect against accidental spills, and the operator will install a fugitive dust system to control dust and odor from being vented into the area.

Nick Trujillo, Veolia, clarified that they would not being doing any disposal onsite but just consolidating and transporting the waste to the proper facilities. He commented that the overall

plan was to provide environmental solutions to businesses and industries to consolidate this waste and ship it to the right place for disposal in an economic way.

Commissioner Garn asked if any of the material would be taken to Stericycle to be burned. Nick Trujillo said this waste would not go to Stericycle but would be taken to Subtitle B and C landfills like Wasatch Regional Landfill.

Commissioner Larson asked which governing body was over this process to ensure the waste was in compliance and non-hazardous. Nick Trujillo replied that they complied with the Waste and Recovery Act per the EPA. He said there was certain criteria for how they categorized waste including flashpoint, toxicity, PH, metal content, etc. Veolia would screen the waste and create a waste profile and send samples to an independent lab for confirmation. They would then proceed with processing and consolidating if the waste was deemed nonhazardous.

Commissioner Larson commented that hazardous waste could come to the site and asked what would happen if it were confirmed to be hazardous. Nick Trujillo replied that the hazardous waste would either be rejected back to the generator or profiled as hazardous and shipped via the existing business and consolidated on the other side of the building and then sent to the proper disposal facilities. He explained that their current facilities did process hazardous materials, which had to be sent to the proper disposal facilities within ten days. Mr. Trujillo clarified that the hazardous waste was handled within ten days and the non-hazardous could be held onsite for a longer period of time.

Commissioner Larsen asked about the secondary spill containment. Nick Trujillo responded that it would be similar to what they had at their existing facility with a concrete berm around the staging areas with capacity indicted by engineering determinations.

Commissioner Van Langeveld commented that ultimately Veolia was regulated under the EPA. Nick Trujillo replied affirmatively and said they were also governed by the Utah Department of Air Quality and local (City) regulations.

Commissioner Van Langeveld commented on the oversight and asked if this included routine compliance reporting or if the regulation was only driven by incidents or complaints. Nick Trujillo responded that they had an intensive internal audit on an annual basis and conducted self-assessments. He said they also had routine visits from the Department of Air Quality and their most recent report showed no violations or items to address. Mr. Trujillo said they went above and beyond the regulations to protect their employees, the public and environment.

Commissioner Van Langeveld asked for clarification that Veolia had never been out of compliance in eighteen years. Nick Trujillo felt this was a fair statement but would like to verify that this was correct. He said to the best of his knowledge there had been no major violations in the City within those eighteen years.

Commissioner Van Langeveld asked about the fugitive dust system in regards to particulate matter being emitted into the air. Nick Trujillo commented that liquid waste would be solidified with flyash, litter, sawdust, etc. and could result in a small amount of dust. He said they would install a ventilation system, which would capture those types of particulates and trap them in a filter before it was emitted outside.

Sherrie Llewelyn commented that no incidents had been reported to the City related to the business and that if there was an EPA violation the City would have been notified.

Chair Knowlton asked if there were complaints about this business in the future and the Planning Commission approved this conditional use permit if there ways to institute recourse for the City. Sherrie Llewelyn replied that a conditional use permit and business license could be revoked. She said they would be entitled to a public hearing and allowed to offer evidence in their defense. The City would also have to provide evidence from an investigation. Mrs. Llewelyn clarified that all conditional use permits were subject to being revoked if there was a violation of the conditions or an issue related to health and safety.

Commissioner Larson said that the staff packet said that all waste would be stored for a maximum of ten days. Sherrie Llewelyn responded that this was an error and that Nick Trujillo's clarification that it was ten days for hazardous waste storage was correct.

Commissioner Larson asked if the DRC should be made aware of the clarification that the ten-day timeframe was for hazardous waste only. Sherrie Llewelyn replied that the nonhazardous waste was not controlled by the City. She said the biggest concern was the need to verify the fire wall separation as well as the sprinkler system per the Fire Marshall.

Commissioner Van Langeveld said the background provided in the staff packet explained that the code was amended in 2011 and removed those uses as conditional uses in the MD zone, which made the current use non-conforming. She asked if previously the operation was in compliance until 2011. Sherrie Llewelyn replied affirmatively and said they were in compliance until the code was amended. She stated that the code change was not targeted to this business but was a revision of the entire commercial and industrial uses section, which was greatly reduced the number of use categories.

Commissioner Van Langeveld asked under the current conditional use permit if the company could expand operations. Sherrie Llewelyn replied that they would be unable to expand without a conditional use permit. She said they would not be able to double their current hazardous waste operations as this permit was only for the nonhazardous waste.

Commissioner Van Langeveld commented on the volume and asked how compliance was regulated. Sherrie Llewelyn responded that they would be limited to the capacity of the building as they could not store anything outside.

Nick Trujillo expanded on the comment and said they would only have one 25-foot roll-off dumpster with the capacity for sixty four 55 gallon equivalent drums. He said they would not be able to have more than one roll-off or sixty-four drums in the warehouse at one time. Commissioner Van Langeveld asked if Mr. Trujillo also understood that the conditional use permit did not allow for the expansion of the hazardous material. Nick Trujillo replied affirmatively and said one side of the building would be for the hazardous and the other side for the non-hazardous.

Chair Knowlton commented that per State law a conditional use permit was essentially a permitted use as long as the impacts could be mitigated. He said if the impacts could not be mitigated then the Commission could vote in denial. Sherrie Llewelyn said it was basically a permitted use with conditions. She said that denial would have to be based on the inability to mitigate a hazard or impact that was detrimental to the property owners in the area.

Chair Knowlton opened the public hearing at 7:10 p.m. There were no public comments and he closed the public hearing at 7:11 p.m.

Commissioner Van Langeveld expressed concern about the impact with regard to air pollution with the existing business and the potential expansion. She said she was unconvinced that internal audits were sufficient to prove compliance. Nick Trujillo invited the Commission, State and City to come to the facility at any time. He said he was happy to arrange an audit from the State to provide additional documentation. Mr. Trujillo also said Veolia would fund or support any additional building upgrades to support or mitigate any concerns.

Commissioner Van Langeveld commented that she would like to see the audit report. She spoke on Stericycle, which had been out of compliance, and said this put her in an unwilling position to vote to expand any waste disposal facility. Nick Trujillo replied that they would obtain that audit. He also reiterated that they did not dispose of any waste on the site and just consolidated and transferred the waste to other facilities.

Chair Knowlton clarified that the Planning Commission was the decision making body for this application. He also noted that the applicant is willing to take any guidance the Commission determined and would be required to comply with the conditions in the motion.

Commissioner Van Langeveld asked if the conditional use permit approval was for an indefinite timeframe. Sherrie Llewelyn replied that unless the applicant violated the conditions or something occurred that caused a risk to the health, safety, and welfare of residents.

Commissioner Van Langeveld asked if there was a sunset clause or a means to require them to come back in five to ten years to show that there were no concerns. Sherrie Llewelyn responded that she had seen conditions to require the applicant to file a yearly report with the City. She said yearly would be better than every five to ten years.

Chair Knowlton asked how long the company had been doing business in the City. Nick Trujillo replied that the business had been in the City for 18 years under other corporate names. He said the company name, Veolia had been established there for approximately seven to eight years.

Chair Knowlton asked if Mr. Trujillo viewed this application as a change in the nature of their operations or if it was an expansion. Nick Trujillo said it was an expansion and allowed them to provide alternate disposal and waste management to their customers in a way that was not otherwise available. He said this permit would allow them to work towards installing the mitigation systems and become operational in five to six months.

Commissioner Van Langeveld asked if any of the other Commissioners would prefer to receive the internal audit report before voting and/or requiring annual reporting be provided to the City to show compliance. Chair Knowlton commented that he would like to see the annual reporting be provided to the City, as it would enable the City to be quicker at any recourse if necessary.

Nick Trujillo commented that Veolia would be happy to provide an annual report and did not feel that would be onerous. Sherrie Llewelyn suggested that the report be submitted annually with their business license renewal.

Commissioner Larson was in favor of the annual report as well as this allowed the City to mitigate and oversee this type of use. Commissioner Van Langeveld said as the City had a lot of industrial operations that potentially impacted the environment she liked the idea of expecting compliance that did not hinge on a complaint or incident.

Commissioner Tucker felt that requiring a condition on their current operations may not be fair. He said if the applicant had not expanded, there would be no issue related to the non-conforming use for their current hazardous waste operations. Commissioner Van Langeveld said they were operating under a conditional use permit and are now a non-conforming use in the zone. She felt that it was the City's job to ensure they were mitigating any impact in perpetuity in all similar businesses.

Commissioner Tucker said that he agreed reporting was a good idea and the applicant was amenable to the requirement.

Chair Knowlton said that this type of service had to happen somewhere. He also said the applicant did not have a negative record. If the applicant did not keep up their side of the agreement, then this would allow some recourse for the City and would also put the onus on the

applicant prove yearly compliance. Nick Trujillo commented that on the hazardous waste side that they provided a service for the public in processing household waste along with the industrial users. He suggested that Veolia could provide two reports, one for the hazardous waste operations and one for the non-hazardous waste, so if there was ever noncompliance it would not put both operations at risk. Mr. Trujillo also said that per the State they had to submit a plan of operation and could provide this plan to the City as well. He said this plan for operation also includes all mitigation controls.

Commissioner Ward moved that the Planning Commission approve the conditional use permit for the expansion of a nonconforming use of waste management and remediation services for Veolia at 709 North Taylor Way with the following conditions:

1) **City staff will verify the security of the site prior to issuance of a business license;**
2) **No waste may be stored outside of the building;**
3) **Storm drain/runoff protections are in place or will be installed were necessary to protect against accidental spills;**
4) **Operator will install a fugitive dust system to control dust and odor from being vented into the area; and**
5) **Annual reports be submitted to the City with the business license renewal for both the existing hazardous and proposed non-hazardous in a form acceptable to City staff.**

Commissioner Garn seconded the motion.

Commissioner Van Langeveld asked if there should be an additional requirement that the plan for operation be submitted as the first report regardless when it was generated in association with the business license.

Commissioner Ward amended his motion to include a sixth condition:

6) **That the plan of operations that is currently on file with the State be submitted to the City of North Salt Lake and any subsequent amendments to it.**

Commissioner Garn seconded the amended motion. The motion was approved by Commissioners Knowlton, Garn, Ward, Tucker, Larson and Van Langeveld. Commissioner Kirkham was excused.

3. PUBLIC HEARING: CONSIDERATION OF A PROPOSED REZONE FROM HIGHWAY COMMERCIAL (CH) TO P-DISTRICT AT 212 NORTH HIGHWAY 89, BEN OLSEN, APPLICANT

Sherrie Llewelyn reported that two years ago the general development plan for Sunview Village PUD was approved. This property is approximately 1.05 acres and is located at 212 North Highway 89. She showed a map of the property area with the current Highway Commercial (CH) zoning. The approval at that time included the concept plan for 14 (corrected 13) townhome units to be sold for owner occupancy. A public hearing was advertised for September 22nd conditioned upon the submittal of redline corrections of the site plan and landscape plan.

Chair Knowlton asked for a timeline on the project. Sherrie Llewelyn clarified that the public hearing for tonight was advertised two weeks ago expecting the redline corrections to be completed, but they had not been received. She said that the concept plan was approved two years ago and the City was waiting for additional applications from the developer. Mrs. Llewelyn suggested that if there were any revisions based on public comment or the Planning Commission that they could be addressed prior to being placed on a future agenda, as the DRC recommendation was that this item be tabled. She explained that there were still several redline corrections that needed to be resolved such as submittal of the landscape plan and the plat for the subdivision.

Commissioner Ward asked if there would be another public hearing once those items had been received. Sherrie Llewelyn replied that it would be up to the Planning Commission to continue the public hearing or close the public hearing and just receive written comments from the public.

Sherrie Llewelyn showed the general development plan that was approved in 2018. There was a five unit building, a six unit building, and a two unit building. She then showed the revised layout with two 5 unit buildings and one 3 unit building. She explained that another change to the plan was that the units in the three unit building no longer had driveways to accommodate guest parking. Five guest parking spaces were added to the hammerhead turnaround. The DRC would like feedback on this change.

Each of the thirteen units has two bedrooms with two parking spaces in the garage for a total of 26 spaces in the garage. There are also ten units that would have guest parking in the driveway for a total of twenty guest parking in the driveways. The additional five guest spaces provide for a total of 25 guest spaces overall with a requirement for 4 guest spaces on the site.

Sherrie Llewelyn showed an example of the proposed architecture and said the townhomes would be two story units with flat roofs and balconies on the front of the buildings. The proposed architecture would incorporate stone, stucco and metal with a modern architecture style in gray and white with black trim. The improvements to the landscaping are approximately 40% of the site and would be added to the frontage along Highway 89 to conform to the Town Center cross-section for the highway, including an 8 foot park strip, a 7 foot sidewalk and the dedication of 15 feet to UDOT for future BRT expansion. Pedestrian access could be accommodated on either side of the private street.

The DRC recommended tabling this item and the preliminary plan approval until submittal of the preliminary plan sheet and any other redlines, the landscaping plan, and the setback for units 11-13, and driveways for all units.

Commissioner Tucker asked for clarification on the potential reduction of the units to 13 and said that the original and the current plan showed 13 units. Sherrie Llewelyn clarified that it was 13 units then and now and not 14 units, as she previously stated. She then showed the changes from the original plan to the current plan. This included removal of the driveways from three units to add three guest parking stalls.

Ben Olsen, Silver Sky Lofts Townhomes, apologized that they were unable to get the redline items to staff before the meeting due to the big windstorm. He said they felt like the layout worked better. Mr. Olsen said these were two story units instead of three, like other projects in the Town Center and the site had plenty of guest parking spaces.

Chair Knowlton opened the public hearing at 7:51 p.m.

Dee Lalliss commented that the notice sent to the public showed that this development had 14 units. He asked if this development was required to meet the new ordinances or if it was grandfathered in under the old requirements. Sherrie Llewelyn replied that this was a zone change and the density was negotiated. She said they originally submitted 14 units for preliminary and were required to remove one unit that was too close to the property line. The zone changes, setbacks and density were negotiated in the P-District. The proposed changes to the subdivision ordinance that require a 15-foot boundary around the edge as they have not been adopted.

Dee Lalliss asked about the three units with no driveways and how they would have to pull directly into their garages. He asked if this was a problem. Sherrie Llewelyn replied that the previous plan had driveways on each unit. She said the Planning Commission would have to recommend approval of that or provide additional recommendations.

Zane Anderson asked, via chat, how many feet there were between the Hillside property and the proposed property. He said the plat he received showed 14 units. Sherrie Llewelyn said there were distances of 13 feet and 10 feet between the properties along the property line and that having sent the notice out 2 weeks prior, she did not have the corrected drawing for 13 units.

Robert Walsh asked, via chat, when the landscaping plan would be finalized. Ben Olsen replied that he expected to have a landscaping plan tomorrow or Thursday.

Zane Anderson asked, via chat, what would happen to all the cottonwood trees. Ben Olsen responded that the cottonwood trees would be removed.

Robert Walsh asked in regards to the interior square footage of each of the units. Ben Olsen replied that the interior square footage would be 1,800 in addition to the garages.

Robert Walsh asked if the landscaping plan would include amenities. Ben Olsen replied that there were no amenities planned at this time.

Robert Walsh asked if the applicant would meet with the residents of Hillside Lane to answer questions. Ben Olsen responded that he would be willing to meet with the residents.

Sherrie Llewelyn said she would send Mr. Olsen's contact information to Mr. Walsh. Robert Walsh asked if Sherrie would also respond back to the questions in the email he sent earlier.

Robert Walsh asked about the timeline for construction and how long it would take to complete the project. Ben Olsen said they would begin construction as soon as all the approvals were received. He estimated that it would take approximately 18 months to complete the project.

Sandra Walsh questioned if the development would be a planned urban development or a condominium development and if there would be a homeowners association. She also asked in regards to the name of the development. Sherrie Llewelyn replied that it was basically a condominium development with an HOA that would manage the landscaping and the private street similar to Hillside Lane. She said the development was called Silver Sky Lofts.

Commissioner Ward suggested closing the public hearing tonight and continue it to hearing future date to allow for additional public comment when the revised drawings had been received.

Chair Knowlton closed the public hearing at 8:02 p.m.

Commissioner Ward moved to close the public hearing for this evening and continue to a later date. Commissioner Garn seconded the motion. The motion was approved by Commissioners Knowlton, Garn, Ward, Tucker, Larson and Van Langeveld. Commissioner Kirkham was excused.

Chair Knowlton asked for opinions from the Commissioners.

Commissioner Ward commented that he was in favor of each unit having an 18-foot driveway which meant he would not vote for the current layout.

Commissioner Garn said he liked the original plan as it provided driveways for each unit as well as room for guest parking.

Commissioner Van Langeveld commented that she thought the new plan was to allow for a dumpster location. Sherrie Llewelyn said that each unit would have their own garbage cans. She said one of the issues having space for the garbage truck access.

Commissioner Van Langeveld requested that the landscaping plan show new trees to replace the cottonwood trees that would be removed. She said she would like to see the landscaping plan.

Chair Knowlton said there were many good things about this application but the properties to the north and south would be redeveloped and this site did not take that into consideration. He felt there were shortcomings on this site plan including that none of the townhouses faced Highway 89 and there was no open space. Ben Olsen replied that he tried to purchase the adjacent properties. He said they were two story buildings and would be shorter than the neighboring Hillside Lane development.

Sherrie Llewelyn commented that these units would be similar in height to Hillside Lane as the elevation was 22 to 25 feet high and the homes on Hillside Lane were single story with pitched roofs and approximately the same height.

Commissioner Van Langeveld said the requested motion would rezone the property from RM-7 to a P-District. She asked in regards to the form based code in relation to this property. Sherrie Llewelyn replied that the current zoning was CH and required a P-District rezone for multi-family residential. She said this area would be part of the form based code in the Town Center zone; however, that code has not yet been adopted so the P-District would apply.

Commissioner Van Langeveld was in favor of tabling the item. Chair Knowlton said tabling the item meant addressing the concerns from the DRC including submittal of the final landscaping plan, the setbacks for units 11-13, and any other identified issues. He asked that the Commission provide guidance to the applicant.

Chair Knowlton felt that this was a good design and a good use on Highway 89. He spoke on the orientation to Highway 89 and how this could be mitigated through the placement of the doors or by not adding fencing there. He also spoke on the lack of open space in the project.

Commissioner Garn commented that the Commissioners had brought up several good points but felt like specific items needed to be given to the developer. He asked if the developer could face the units towards Highway 89. Ben Olsen replied that if the units were turned to Highway 89 they would have to backup onto Highway 89. He said he would provide a rendering of the unit that faced Highway 89. Mr. Olsen said the Commission had mentioned open space and the driveways. He asked if there were more specifics or direction the Commission could give him.

Commissioner Van Langeveld said that one option could be to reorient several units to front Highway 89 with an alleyway/driveways in the back and reorient other units into a courtyard configuration.

Chair Knowlton said that it was not the percentage of open space but landscaping that could be utilized by tenants. Sherrie Llewelyn suggested that some of the open space should be useable and gave options such as a gated dog area or a park. She recommended the developer research what amenities the potential residents would want.

Chair Knowlton suggested that some of the parking could be reduced to provide a better amenity/open space. He said this parcel would be right next to high capacity transit and that those tenants with the lowest demand for parking might choose to live here. He also asked how the City could facilitate better open space between parcels. Sherrie Llewelyn replied that staff could further review the layout with the developer.

Commissioner Van Langeveld asked if the Commission needed to specify that the developer return with a different development plan or just the missing line items. Chair Knowlton said that the Commission needed to provide direction to the applicant.

Commissioner Van Langeveld said in regards to the lack of open space if Chair Knowlton felt the open space at the end of the hammerhead turnaround was sufficient. Chair Knowlton replied that he wanted to see a piece of land held that could be combined into a bigger area. He said maybe it would result in the developer losing a unit but could result in better utility as part of a bigger concept. He explained that it was not all on the applicant to provide this as the City should also play a part.

Commissioner Ward said he would propose a motion with six issues to be addressed.

Commissioner Ward moved that the Planning Commission table the action on the requested rezone and preliminary plan approval to address the following issues:

1) **Submittal of the preliminary plat sheet and other redlines,**
2) **Submittal of the final landscape plan;**
3) **Setbacks for units 11-13 shall be a minimum of 10 feet from the boundary of the project;**
4) **All units shall have a minimum 18 foot driveway;**
5) **Submittal of a rendition of the project from the perspective of Highway 89;**
6) **Reconfiguration of the proposed units to provide additional open space on the southern boundary of the project.**

Commissioner Garn seconded the motion.

Commissioner Van Langeveld commented if the open space had to be on the southern boundary and suggested giving the developer the option to propose any version of open space. Commissioner Ward said his rationale for the southern boundary was the hope to have the three unit building reconfigured and also utilizing the car dealership property in the future. Commissioner Ward clarified that these were suggestions and not conditions.

The motion was approved by Commissioners Knowlton, Garn, Ward, Tucker, Larson and Van Langeveld. Commissioner Kirkham was excused.

Chair Knowlton asked the applicant if he had any questions. Ben Olsen replied that he had an idea of what the Commission wanted. He said he tried to purchase the adjacent properties but had been unable to do so. Mr. Olsen said this was part of the reason why the original application was made two years ago as he had been trying to develop a project that he could be proud of.

4. CONSIDERATION OF PRELIMINARY PLAN APPROVAL FOR SILVER SKY LOFTS TOWNHOMES PUD LOCATED AT 212 NORTH HIGHWAY 89, BEN OLSEN, APPLICANT

This item was tabled until a later date.

5. REPORT ON CITY COUNCIL ACTIONS ON ITEMS RECOMMENDED BY PLANNING COMMISSION

Sherrie Llewelyn reported that a new planning technician, Mackenzie Bennet, had been hired.

Mrs. Llewelyn then said the City Council adopted Resolution 2020-24R related to electronic meetings. Earlier this year the State legislature made changes to the open and public meetings act in response to COVID. She said when you held electronic meetings generally you needed to have an anchor site for the public to attend. The change to the State code allowed for electronic meetings without an anchor site but required this to be announced in the public meeting and placed on the agenda. Chair Knowlton commented that until there was a vaccine that electronic meetings made sense and may be beneficial after that as it allows people to easily participate.

Sherrie Llewelyn spoke on a tour of the Town Center that the City hosted per the Utah League of Cities and Towns. She said it also included the lessons learned with development agreements.

Sherrie Llewelyn also mentioned the windstorm and the damage. She said approximately 500 trees were lost citywide. She said the City's Public Works crew went above and beyond.

Sherrie Llewelyn reported that she reached out to Dave Curtis regarding the commercial buildings and was told he would have the plans ready in two weeks. She also said the City Council had hired a planning consultant to draft renditions of the Hatch Park redesign. Three

plans would be presented to the public for input. The Parks and Arts Board and the Planning Commission would also provide feedback.

Sherrie Llewelyn spoke on the Redwood Road trail on 1100 North and said the City had grants to complete the trail but had been delayed due to being unable to acquire right of way from two property owners. She also said that with the addition of the new planning technician staff would be able to continue working on the form based code and subdivision ordinance. She asked for feedback on holding a joint work session to discuss the form based code with the City Council.

Chair Knowlton commented that work had to be completed. He said working remotely was transparent and allowed for easy participation. He suggested a remote joint work session with the City Council. Commissioner Larson was in agreement.

Sherrie Llewelyn then reported that the consultant was working on the annexation policy plan update. She said no decisions had been made at this point and the study would provide information on whether the annexation would be a good idea.

6. APPROVAL OF MINUTES

The Planning Commission meeting minutes of August 25, 2020 were reviewed and approved. **Commissioner Larson moved to approve the Planning Commission meeting minutes of August 25, 2020. Commissioner Tucker seconded the motion. The motion was approved by Commissioners Knowlton, Garn, Ward, Tucker, Larson and Van Langeveld. Commissioner Kirkham was excused.**

7. ADJOURN

Chair Knowlton adjourned the meeting at 8:56 p.m.

_____ _____

Chair Recorder

_____

Secretary