

SOUTH WEBER CITY PLANNING COMMISSION MEETING

DATE OF MEETING: 13 June 2019

TIME COMMENCED: 6:35 p.m.

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

PRESENT: COMMISSIONERS:

Tim Grubb
Debi Pitts
Rob Osborne
Wes Johnson
Taylor Walton

CITY PLANNER:

Barry Burton

CITY ENGINEER:

Brandon Jones

DEVELOPMENT COORDINATOR:

Kimberli Guill

Transcriber: Minutes transcribed by Michelle Clark

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

ATTENDEES: Rebecca Reisbeck, Jennifer Lakman, Matt Hall, Mike Bastian, Jean Bambrough, Jacob Armada, Ciele Keller, Fred Cox, Kody Holker, Rob Edwards, Teresa Maass, Karr J. & Jackie West, Brett Dille, Dan & Cathy Bell, Jacob & Angie McReaken, Landy Ukena, Brooke Buchanan, Crystal Hansen, Kris Springer, Ken Heller, Ivan Ray, Reed Smith, DeAnn Hoggan, David Hoggan, Blair Halverson, Courtney Brown, Richard Peek, Melanie Schenck, Jed Schenck, Rod Westbroek, Ryan Mikesell, Candace Mikesell, Todd Glismann, Carolyn Glismann, Jayne Glismann, Melanie Butler, Trish Moakestand, Gary & Helen Schenck, Kenyon & Cathy Orme, Rebecca Marino, Maria Cruz, Kelly Mikesell, Alma Namazi, Victoria Christensen, Janna Bailey, Andy Bailey, and Rob Nilsson.

PLEDGE OF ALLEGIANCE: Commissioner Walton

APPROVAL OF CONSENT AGENDA

- Minutes of 09 May 2019
- Minutes of 23 May 2019

Commissioner Johnson moved to approve the minutes of 09 May 2019 as written. Commissioner Walton seconded the motion. Commissioners Osborne, Grubb, Johnson, Pitts, and Walton voted aye. Commissioner Pitts abstained. The motion carried.

Commissioner Johnson moved to approve the minutes of 23 May 2019 as written. Commissioner Walton seconded the motion. Commissioners Grubb, Johnson, Pitts, and Walton voted aye. Commissioner Osborne abstained. The motion carried.

DECLARATION OF CONFLICT OF INTEREST: (None)

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

******* PUBLIC HEARING *****
Public Hearing and Action on Keith Brumfield Conditional Use Permit at 291 W South Weber Drive, Parcel's (13-004-0043/13-005-0023) 15.88 Acres:**

Barry Burton, City Planner, stated Mr. Brumfield operates a 16-acre farm on the west end of town between South Weber Drive and the canal. The area where outdoor weddings would occur is near the canal and quite remote from any residences on South Weber Drive. There is only one existing building on the property; a small shed for storage of farm equipment and supplies. It will not be used for the wedding business. There is, simply, a beautiful outdoor area where the weddings would take place.

Barry explained the parking will take place on a mown hay field and there is ample space available. The road into the property has been improved to accommodate passenger cars and the intersection of that road with South Weber Drive has been improved to allow sufficient sight distance. He said the South Weber Fire Department has reviewed this.

Mr. Brumfield has received a letter from the Davis County Health Department indicating no restroom facilities are required and no permit is required from them. He has a UDOT access permit.

Commissioner Osborne asked for public comment.

Richard Peek, 174 W. South Weber Drive, is concerned about vehicles going up that road and doesn't feel there is adequate access. He said that road has always had problems for many years. He is concerned about a fire truck being able to access. Barry said the fire truck would go through a different access.

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

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

Commissioner Grubb said the road is dirt based. Barry said the road has recently been widened and road base. He said the road has been approved. Commissioner Grubb is concerned about the site distance on the curve. Barry said it would probably take quite a bit of excavation to

improve the curve. Commissioner Grubb said UDOT has given approval. He would suggest keeping the vegetation cleared and add a sign for limited site distance. He would also suggest requiring a portable restroom facility. He also suggested some type of requirement for fire protection. Commissioner Osborne would suggest this being a temporary conditional use permit and revisited in one year. Commissioner Grubb stated the Davis/Weber Canal Company does not want anyone accessing the canal. He suggested the possibility of signage not to exceed a certain boundary. Commissioner Walton asked about the sensitive land area. He said Operable Unit #4 is in the area.

Commissioner Grubb moved to approve the Keith Brumfield Conditional Use Permit at 291 W South Weber Drive, Parcel's (13-004-0043/13-005-0023) 15.88 Acres subject to the following:

1. Maintain the road going up to the property off of South Weber Drive with a stable surface.
2. Fire approval for open flame events.
3. Provide bathroom facility during the event.
4. Clear vegetation along the hillside to help with the site distance on the curve.
5. Add signage that would give warning of limited site distance as you exit the property.
6. Add signage at top of property next to Davis/Weber Canal property to keep away.
7. One year review from issuance of this conditional use permit.

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

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

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

Public Hearing and Action on Zone Change at approx. 1589 E South Weber Drive, 3.67 acres on Parcels (13-030-0003, 13-012-0057, 13-012-0061, 13-012-0074) from C, R-M & A to R-H by Developer Ray Creek LLC: Commissioner Osborne stated there are two parts to this property. He said we are discussing the rezone first. He reminded individuals to state their name and address for the record and not repeat the comments.

Kody Holker, developer Ray Creek LLC, said this parcel is across the street from the city office. He said there are currently three zones. He said in the present zone he feels the property is not useable. He said there has not been enthusiasm for commercial. He feels the high density is the best use and is a diverse use in the city. He said this property does have developmental challenges.

Commissioner Osborne asked if there was any public comment.

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

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

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

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

Cicele Keller, 7506 S. Sandalwood Drive, she lives in the townhomes behind this property. She is concerned about safety for her children.

Courtney Brown, 1484 E. 7500 S., is concerned about everything being brand new. She said there is something unique about this city and if we change the look, it changes the city.

Todd Glismann, 1590 E. South Weber Drive, said he is concerned about the increase of traffic this rezone would allow. He feels that the city needs to work on getting tax revenue.

Trish Maxstead, 7451 S. Sandalwood Drive, she moved to South Weber City because of the country feel. She said the more city you bring into a small town, the more problems you are inviting. She likes the small town feel and she doesn't like how South Weber City is changing.

DeAnn Hoggan, 7701 S. 1650 E., she is concerned about the traffic issue on 1550 East. She feels this intersection can't support more growth.

Jana Bailey, 7460 S. 1475 E., said she has served on the community council for South Weber Elementary School and they have reviewed the safe routing plan. She said it is difficult to get the children safely to school because of the amount of traffic. She said these kids do not ride the bus but walk and ride their bikes.

Nicki Petersen, 1820 E. South Weber Drive, said she lives next to the Sun Ray Subdivision, in which the developers of this subdivision are interested in this rezone and developing this property. She said they discussed with this developer about putting in a vinyl fence. She said the developer has done nothing and she has cattle. She said there is an area where the developer has brought in so much fill and now part of our fence is a 3' fence. She said promises have been

made and the developer has not followed through with them. She stated if another development happens with this developer there will be more problems.

Kris Springer, 1640 E. Bateman Way, said this development will probably be a home owner's association (HOA). He said there are problems that come with an HOA's.

Barry Burton's memo of 5 June 2019 is as follows:

This proposal is to rezone 3.67 acres of land from the C and A zones to the R-H zone. This is the site of the old Ray's Valley Service and the adjacent Harold Ray property. It also includes the home site immediately west of the old store. The applicant, Ray Creek LLC, is seeking approval to build a 39-unit townhome development on the site.

Even though the property is currently mostly zoned C and is projected to stay that way in the current General Plan, this site has been discussed as part of our ongoing General Plan Update process. In those discussions, the Planning Commission determined that it would be proposing to change the designation to high density housing. This proposal is a little ahead of the General Plan process, but not out of character with discussed changes.

Recommendation: I recommend the PC recommend approval of the rezone request to the City Council based on expected changes to the General Plan. This project will also help us meet moderate income housing goals.

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

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

Commissioner Grubb stated every one of you has a right to take your piece of property with a dream and apply to the city, and rules need to be followed. He said we do review these applications. He said the Planning Commission has had discussions with what to do with this property, which it doesn't look as though commercial will continue to work there. He said the Planning Commission does understand the safety issues with South Weber Drive. He said there are so many items that would need to be discussed even if this property is rezoned. He discussed this rezone request being premature because the Planning Commission is currently reviewing the City Master Plan. He feels that just because it says it is high density, doesn't mean it can't have country charm.

Commissioner Osborne said as it sits today the City Master Plan identifies this area as commercial. He also feels we are getting a little bit ahead of ourselves. Commissioner Johnson said he moved to Utah in 1985 and looked at numerous communities in the area. He said South Weber City has openness for him to raise his family. He said since the Planning Commission is in the process of reviewing the City Master Plan public input is vital. He feels it is too early to make this rezone change at this time. Commissioner Pitts said her thoughts have already been voiced. Commissioner Grubb suggested the community stay involved with this process. Commissioner Osborne suggested tabling the rezone for six months until the City Master Plan is amended.

Commissioner Johnson moved to table the Zone Change at approx. 1589 E South Weber Drive, 3.67 acres on Parcels (13-030-0003, 13-012-0057, 13-012-0061, 13-012-0074) from C, R-M & A to R-H by Developer Ray Creek LLC until after the City Master Plan is updated. Commissioner Grubb seconded the motion. Commissioners Osborne, Grubb, Johnson, Pitts, and Walton voted aye. The motion carried.

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

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

Public Hearing and Action on Preliminary Approval on Ray's Village Subdivision at approx. 1589 South Weber Drive 3.67 acres on Parcels (13-030-0003, 13-012-0057, 13-012-0061, 13-012-0074) by Developer Rob Edwards:

Kody Holker said he has looked at how to make the community better, and he has not been successful with commercial development. He said it is not reasonable to have three zones on this parcel. He has explored a city center but it doesn't make sense to bring more traffic. He said the City Engineer holds us to the highest standards and we have met those standards. He has worked with the City Planner every step of the way. He said to attract a lender it has to be feasible. He said the proper zone is not commercial.

Commissioner Osborne said the cell phone tower should probably be a separate piece. Rob Edwards said the cell phone tower will be part of the CC&R's. Barry said that was discussed in the Sketch Plan Meeting.

Candace Mikesell, 1671 E. South Weber Drive, said she is sorry but this is the first time the public has seen this plan.

Kris Springer, 1640 E. Bateman Way, said he moved to South Weber City in 2001. He said there are 68 high density townhomes right now behind this property. He said we were told we needed 4 acres of green space. He said there are also 15 homes with yards. He said this proposed development has no green space.

Todd Glismann, 1590 E. South Weber Drive, asked how the utilities will be rerouted. Barry said there will be easements required. He is concerned about the EMF's that a cell tower puts off. He isn't sure that is something we want in the middle of a residential community. He is also concerned about snow removal.

Kenyon Orme, 1601 E. Sandalwood, said he sent an email to the city. He wants to make sure items in that email are considered. He heard about this hearing through social media.

Jed Schenck, 1639 E. South Weber Drive, said he thinks nice residential homes would be good for that property.

Becky Marino 1585 E. Sandalwood Drive said all the green space in our HOA is not available for a new townhome green space. She would ask for a fence because they don't have any right to use the Sandalwood Subdivision green space.

Rob Nilsson, 7218 S. 1700 E., said South Weber City is not Ogden or Layton. He said we don't want these developers coming in here. He said maybe we just don't want to be developed. He said we don't need outside influence.

Todd Glismann, 1590 E. South Weber Drive, suggested the city purchase that property and put in a memorial park. He said it will give more park space. This will allow for families to have picnics and sit and watch the parade.

Barry Burton's memo of 5 June 2019 is as follows:

General: The project would put 39 townhome units on 3.67 acres for 10.6 units/acre. There would also be a separate parcel within the project for the existing cell phone tower. The City's well and associated property is not part of the project.

Layout: The project is split into two phases in two, more or less triangular pieces of the site. There would be an interior private road going through the project with an access onto South Weber Drive at the east end and an access onto 1550 East on the west end. The layout seems to provide reasonable access to all units as well as emergency vehicles and should minimize friction with South Weber Drive traffic. No units will front on South Weber Drive.

Staff asked for and received a revised plan that kept the detention basins out of the tier 1 protection area for the City well. The open space exceeds the 30% requirement. There is a main waterline and a sewer line that traverse the site as well as a communications cable. These utilities are showing adequate easement protection.

There is an overhead powerline going through the site that appears to be going over the top of four or five of the units. We will need to make sure there is adequate separation from the buildings to those lines.

Architecture: We don't have a lot of information about the architecture at this point. All we have are some floor plan schematics. This is something we can address at final approval.

Recommendation: I recommend approval of the Preliminary Plan with the condition that the rezone be approved by the City Council and provided there is adequate separation between the powerlines and the buildings.

Brandon Jones memo of 6 June 2019 is as follows:

Our office has completed a review of the Preliminary Plans for the Ray's Village Development, dated May 30, 2019. We recommend approval subject to the property being rezoned and the following items being addressed prior to approval from the City Council. Some items are mentioned for information purposes only.

GENERAL

1. Design plans need to be submitted to the South Weber Water Improvement District and an approval letter provided indicating that the improvement plans meet their requirements.
2. The South Weber Fire Department needs to review and provide documentation that the proposed development meets fire code.
3. A full geotechnical report must be provided, and all recommendations complied with.
4. The subject property currently has two access points on South Weber Drive (SR-60). Since the location and use of the access point is changing significantly, the Developer must receive the required Access Permit from UDOT.
5. The City is responsible for protecting their culinary water well from any potential contamination sources (PCS's). The State requires that all Public Water Systems provide a Drinking Water Source Protection Plan (DWSP) in accordance with Utah Administrative Code, Rule R309-600 for all of their water sources. The DWSP prepared for the South Weber Well is dated October 2015. The Plan identifies 4 different protection zones. Each zone has different restrictions. The proposed development has ground affecting Zone 1 and Zone 2. These are the most critical zones, as they are closest in proximity to the well and have the highest potential contamination risks.

In Section 6, Table 6-I identifies the four different protection zones, a list of PCS's and their associated restrictions per zone. Based on this table, there are 2 PCS's that ought to be addressed (on following page):

| Potential Contamination Sources (PCS's) | Protection Zones | | |
|--|------------------|------------|---------|
| | 1 | 2 | 3 & 4 |
| Residential pesticide / herbicide / fertilizer | Prohibited | Allowed | Allowed |
| Detention / retention basin | Prohibited | Restricted | Allowed |

PLAT

6. Addresses for the development will be provided by our office.
7. The interior road needs to be given a name and labeled as a "Private Road."
8. The DWSP Zones 1 and 2 should be shown and labeled accordingly. Restriction language should be included.
9. Utility easements will need to be provided and clearly labeled for all existing and proposed utilities. For existing utilities, a signature block will need to be provided as an acknowledgement of the easement shown on the plat.
10. Although private ownership is being shown all the way to boundary line, the structures will need to comply with all setbacks (30' front, 30' rear, 10' side, 20' side adjacent to a street).
11. The section of 1550 East adjacent to this development is owned by South Weber City, but not dedicated as ROW. We would recommend having that parcel included with the plat and dedicated as ROW. This means that the City will need to sign the plat as an owner in addition to their traditional signature blocks.
12. The property line on the south west corner adjacent to 1550 East is offset from the ROW line to the south. A small portion of property should be dedicated to the ROW to clean up this line. This is also needed in order to provide ROW for the sidewalk (see item #18).

IMPROVEMENT PLANS

13. The 24" storm drain on the west being re-routed does not need to be contained within the subdivision boundary. It can be placed in the adjacent city parcel or the road.
14. All storm water must be kept on site and drained through the proposed detention basins. The ground must be graded or additional inlet boxes provided so that no storm water drains onto adjacent property.
15. The material type and location of fencing needs to be specifically called out.
 - a. There should be a fence between the Subdivision and the Reisbeck property. However, this will put the fence in the waterline easement, running parallel to the waterline. There are also patio fences showing into the waterline easement, restricting the access to the waterline. Public Works needs to clarify what will work for them in this situation.
16. All waterlines must be DIP cl-51 poly-wrapped.
17. All water services are a minimum of 1" (not ¾").
18. A city standard sidewalk needs to be provided along 1550 East. We would recommend that it be located against the back of curb (6' wide), as it appears there is not enough room for a parkstrip without dedicating more property to the ROW. Any curb and gutter not in good condition or settled will need to be replaced prior to the sidewalk being installed.
19. A Landscape Plan will need to be provided.
20. All provisions required in City Code 10-5C-10: Special Conditions, must be met.

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

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

Commissioner Grubb said there are a number of items that have been noted that need to be looked at. He said having the proper setbacks, high number of units, small garages, safety issues with connecting to busy roads, lack of open space etc. He apologized that the developer has gotten this far when we are still in the middle of reviewing the City Master Plan.

Commissioner Grubb moved to table the Preliminary Approval on Ray's Village Subdivision at approx. 1589 South Weber Drive 3.67 acres on Parcels (13-030-0003, 13-012-0057, 13-012-0061, 13-012-0074) by Developer Rob Edwards until the City Master Plan is

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

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

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

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

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

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

General Plan Review

Barry Burton, City Planner, stated Mayor Sjoblom would very much like us to consider another connection into Uintah across the river and I-84 on the east end of the City. Commissioner Grubb said we need to master plan towards something. The Planning Commission agreed.

Barry said the Mayor also suggested we consider a footbridge across the canal where two City parks are on either side at approximately 2100 East 8100 South. This could be included in the Active Transportation Section. The Planning Commission felt this was a good idea.

Barry said do we want to take another look at the one remaining Agricultural designated area on the west end above South Weber Drive. Do we want to keep it as an agricultural designation or is there something else that would be more appropriate? Also, Barry stated we need to look at the vehicle transportation plan in this area. It seems that with South Bench Drive in the picture, we need to make some revisions in this area. The Planning Commission suggested designating it low moderate density residential.

Barry discussed South Weber Population Projections and reviewed the census figures and information from the Gardner Policy Institute at the University of Utah. He said census tells us 3.48 people per household in South Weber City. He said the Gardner Policy is 4.24 people per household. He said depending on which figure he uses; it changes the number of build out. He said at 3.48 the total build out is 12,265. He said we are seeing higher density, but smaller household sizes. He said when it comes to the Moderate-Income Housing Plan the State recommends using the Gardner Policy Institute figures. He has projected 722 dwelling units, and 702 dwelling units proposed or approved.

Barry asked the Planning Commission how they would like the residents to receive notice of and opportunity for input into the proposed Plan update. We have the online map with potential to allow public comments, but how do we get the word out about that. It was stated a table at Country Fair Days, social media, open house, and a notice with the utility bill.

PLANNING COMMISSION ITEMS:

Commissioner Walton: He received an email from Layton City concerning land use study regarding Hill Air Force Base.

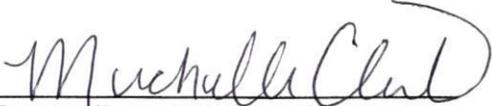
Commissioner Pitts: She suggested the city keep an eye on the developers of the Sun Ray Subdivision. Commissioner Pitts said she volunteered to serve on the trails committee.

Commissioner Osborne: The next Planning Commission will be 11 July 2019.

ADJOURNED: Commissioner Johnson moved to adjourn the Planning Commission meeting at 9:47 p.m. Commissioner Pitts seconded the motion. Commissioners Osborne, Grubb, Johnson, Pitts, and Walton voted yes. The motion carried.

APPROVED:  Date 11 July 2019

Chairperson: Rob Osborne



Transcriber: Michelle Clark



Attest: Development Coordinator: Kimberli Guill

South Weber zoning and planning,

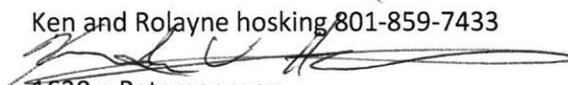
To whom it may concern: we are sorry we could not attend the meeting tonight due to other obligations we could not get out of. We feel like we need to put our input in on the proposed 39 unit high density housing in our back yard since we will be one of the ones most affected by it.

First: we are not opposed to some type of development but this particular development has a lot of concerns we would like addressed.

1. The current zoning does not allow for high density housing. It is my understanding that there is a master plan in the works for the entire city. I think it would be best to wait for that to be finished before rushing to change the zoning on this property.
2. The set back from property lines is only 15 feet. There are only 2 properties which that affects and we are one of the 2 properties. I believe the current zoning is 30 feet which is not much room anyway but 15 feet is not much distance between us and the housing.
3. Parking? They are saying they have 98 parking spaces including garages but no one ever uses their garages. Just drive down sandalwood any time of the day and there are cars lined up on both sides of the street because of not enough parking. And Bateman way has a no overnight parking in the streets in their covenants but no one follows this. You're putting parking on a main street and will cause lots of congestion.
4. I think this will add to the cost of living in this city which is already higher than a lot of other cities. These are proposed 4 bedroom townhomes. Where are the teenagers cars going to be parked? The cost of our schools with families moving in , and the cost of curb gutter and sidewalks.
5. We have lived in small communities like this before and it seems like people move in or want to change the lifestyle that attracted us to small towns. Curb gutter and sidewalk are only needed when you overpopulate small communities. We moved to south weber for the small town atmosphere we are losing, sometimes for the sake of profit. Four homes there would fit nicely, a lot better than 40 townhomes. Are we selling our community for the future or for profit We already have a lot of high density housing in south weber. Don't just stick them in the middle of neighborhoods.

Thank you for your consideration in this matter

Ken and Rolayne Hosking 801-859-7433


1630 e Bateman way

South weber, Utah

SOUTH WEBER CITY PLANNING COMMISSION WORK MEETING

DATE OF MEETING: 13 June 2019

TIME COMMENCED: 6:00 p.m.

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

PRESENT: COMMISSIONERS:

**Tim Grubb
Debi Pitts
Rob Osborne
Wes Johnson
Taylor Walton**

CITY ENGINEER:

Brandon Jones

CITY PLANNER:

Barry Burton

DEVELOPMENT COORDINATOR:

Kimberli Guill

Transcriber: Minutes transcribed by Michelle Clark

ATTENDEES: Ivan Ray, Blair Halverson, and Reid Smith.

Approval of Consent Agenda:

- **Minutes of 25 April 2019**
- **Minutes of 09 May 2019**

Public Hearing and Action on Keith Brumfield Conditional Use Permit at 291 W South Weber Drive, Parcel's (13-004-0043/13-005-0023) 15.88 Acres: Barry Burton, City Planner, said this property is an open field. He said Mr. Brumfield will mow down the hay field for an open area wedding. He reported that Mr. Brumfield is not required to have a portable restroom as he went to Davis County Health Department and they told him he wouldn't need one. Commissioner Grubb is concerned about not having a portable restroom and fire protection. Barry stated Mr. Brumfield does have UDOT approval to access from South Weber Drive. It was stated Mr. Brumfield will have a business license through the city. Commissioner Walton asked about the noise zone areas. Ivan Ray stated Rick Smith of Davis Weber Canal Company said he is worried about any construction or excavation. He said the hill slid in that area and there is a lot of water there. Commissioner Osborne said there shouldn't be any structures on the property.

Public Hearing and Action on Zone Change at approx. 1589 E South Weber Drive, 3.67 acres on Parcels (13-030-0003, 13-012-0057, 13-012-0061, 13-012-0074) from C, R-M & A to R-H by Developer Ray Creek LLC

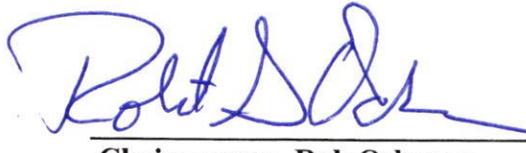
Public Hearing and Action on Preliminary Approval on Ray's Village Subdivision at approx. 1589 South Weber Drive 3.67 acres on Parcels (13-030-0003, 13-012-0057, 13-012-0061, 13-012-0074) by Developer Rob Edwards: Commissioner Grubb said this property is currently not zoned for high density. He said we are right in the middle of the city master plan review. He feels there should be some density but there shouldn't be access from South Weber Drive. Brandon said he is concerned about the parking. Commissioner Osborne asked about the possibility of a development agreement.

Action on Development Agreement for The Lofts at Deer Run (Mixed Use) Subdivision at approximately 7870 S 2700 E. 3.29 acres on 7 Parcels by Sunset Development: Brandon Jones, City Engineer, said we want to limit the number of dwelling units to 74. Barry said parking is part of the development agreement because there is shared parking. Brandon said the agreement requires a designated parking stall per unit. The residential will be on the top and the commercial on the bottom of the building. He said the topography of this property is difficult.

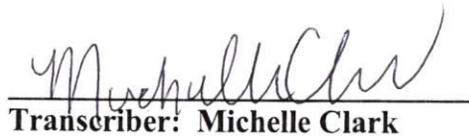
General Plan Review: (No discussion on this item in the work meeting)

ADJOURNED: 6:30 p.m.

APPROVED:


Date 11 July 2019

Chairperson: Rob Osborne


Transcriber: Michelle Clark

Attest: 
Development Coordinator: Kimberli Guill

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

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

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

RECITALS:

- A. Owner acknowledge that Developer is their authorized agent to represent their interest in development of their fee simple title property, approximately 3.22 acres, as more particularly described in **Exhibit A** attached hereto (the "Property"). A Concept Plan of the site is attached hereto as **Exhibit B**.
- B. Developer proposes a mixed-use development which includes residential and commercial buildings and associated streets, shared parking, and other required improvements collectively known as the "The Lofts at Deer Run" (the "Development"), on the Property.
- C. The purpose of this Agreement is to establish the approved criteria required for the development of the Development prior to approval through the City's required subdivision process.
- D. City, acting pursuant to its authority under Utah Code Ann. § 10-9-101, *et seq.*, and its land use policies, ordinances and regulations has made certain determinations with respect to the Subdivision and, in the exercise of its legislative discretion, has elected to approve this Development Agreement for the purpose of specifying the obligations of the respective parties with respect to the installation of required infrastructure improvements and such other matters as the Parties agree herein.

AGREEMENT

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

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

2. **City Laws and Purpose.** City determines that the provisions of this Agreement relating to establishment of Developer's rights and obligations are consistent with City laws, including the City's land use ordinances, the purposes set forth in the zoning district, and the City's General Plan. This Agreement is adopted by a City ordinance as a legislative act and hereby amends the City laws only to the extent within the authority of City and only to the extent necessary to give Developer the effect of the rights and obligations of this Agreement where such City laws may be inconsistent with this Agreement's intent.
3. **Subdivision Approval.** This Agreement does not remove the Developer from their obligation to adhere to the City's established Subdivision approval process. The Developer shall comply with all applicable time frames as specified in City Code. Approval will be based on substantial compliance with Exhibit B.
4. **Geotechnical.** The Development is located within the area identified in the General Plan as Sensitive Lands. As such, the Developer must comply with all provision of City Code, Title 10 Zoning Regulations, Chapter 14 Sensitive Lands Development Regulations.
5. **Sewer Capacity.** The Sewer Capital Facilities Plan, dated August 2017, identifies the Property as requiring 4.0 Equivalent Residential Units (ERU's) based on an assumed commercial-only land use. The City acknowledges that the Development exceeds the anticipated demand and the needed capacity will be addressed through future Capital Facilities Plans and future capital improvement projects. The Development's proportional share of the future capital improvement projects which will provide the desired capacity will be paid through the impact fees assessed when the Building Permits are issued. Building permit approval and occupancy will not be contingent upon sewer capacity.
6. **Density.** The Development will be limited to not more than seventy-four (74) new residential units. There shall be a minimum of 27,000 square feet of commercial space.
7. **Parking.** In order to accommodate the parking needs of both the residential and commercial users within the Development, there shall be at least one hundred and sixty-four (164) parking spaces. Of these spaces, there shall be one (1) space dedicated solely for each residential unit with the remaining spaces being shared by both commercial and residential occupants. In order to ensure parking requirements are followed, Developer agrees that future residents and commercial tenants/operators are made aware in writing of the dedicated and shared parking requirement. Signage and pavement marking must be provided designating a specific parking stall to each residential unit. Signage is not required for any remaining parking spaces.
8. **Hours of Operation.** Commercial buildings shall limit the hours of operation of all businesses within the Development to the hours between 5:00 am to 6:00 pm.
9. **Detention Basin.** A detention basin is required in order to control the flow of storm water leaving the site. The basin is the sole responsibility of the Development and will be privately owned and maintained. However, the sizing, design, location and construction of the basin must comply with City Code and City Standards.

10. Successors and Assigns.

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

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

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

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

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

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

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

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

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

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

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

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

14. General Terms and Conditions.

- 14.1 Amendments. Any alteration or change to this Agreement shall be made only after complying with any applicable notice and hearing provisions of MLUDMA and applicable provisions of the City Laws.
- 14.2 Captions and Construction. This Agreement shall be construed according to its fair meaning and as if prepared by all Parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. Furthermore, this Agreement shall be construed to effectuate the public purposes, objectives and benefits set forth herein while protecting any compelling countervailing public interest and providing to Developer vested development rights as described herein. As used in this Agreement, the words “include” and “including” shall mean “including, but not limited to” and shall not be interpreted to limit the generality of the terms preceding such word.
- 14.3 Term of Agreement. The term of this Agreement shall be for a period of seven (7) years following the date of its adoption.
- 14.4 Agreement to Run with the Land. This Agreement shall be recorded in the office of the Davis County Recorder against the Property and is intended to and shall be deemed to run with the land and shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement shall be construed in accordance with the City Laws. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Davis County, Utah.
- 14.5 Legal Representation. Each of the Parties hereto acknowledge that they each have been represented by legal counsel in negotiating this Agreement and that no Party shall have been deemed to have been the drafter of this Agreement
- 14.6 Non-Liability of City Officials. No officer, representative, agent or employee of the City shall be personally liable to any other Party hereto or any successor in interest or assignee of such Party in the event of any default or breach by the defaulting Party, or for any amount which may become due the non-defaulting Party, its successors or assigns, or for any obligation arising under the terms of this Agreement.

- 14.7 **Entire Agreement.** This Agreement, together with the exhibits hereto, integrates all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.
- 14.8 **No Third-Party Rights.** The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the Parties named herein. The Parties alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.
- 14.9 **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore, acts of nature, government restrictions, regulations or controls, judicial orders, enemy or hostile government actions, war, civil commotions, fires, floods, earthquakes or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder, shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage. Any Party seeking relief under the provisions of this paragraph must have noticed the other parties in writing of a force majeure event within thirty (30) days following the occurrence of the claimed force majeure event.
- 14.10 **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.
- 14.11 **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.
- 14.12 **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.
- 14.13 **Exhibits.** Any exhibit to this Agreement is incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit.

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

COMM. EXP. 0014323
COMMISSION NO. 20110
NOTARY PUBLIC - STATE OF ILL.
NATHAN A. ARCHER



COMMISSIONERS OF THE
STATE OF MARYLAND
LISA DANIEL SMITH
REGISTERED PROFESSIONAL
REGISTERED PROFESSIONAL



EXHIBIT "A"
THE LOFTS AT DEER RUN
BOUNDARY DESCRIPTION

13-041-0062

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

13-041-0115

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

13-041-0068

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

13-041-0118

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

13-140-0010

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

