



NOTICE AND AGENDA
SOUTH OGDEN CITY PLANNING COMMISSION MEETING
THURSDAY, AUGUST 13, 2020

Notice is hereby given that the South Ogden City Planning Commission will hold a meeting on August 13, 2020, beginning at 6:15 p.m. in the Council Chambers located at 3950 Adams Avenue, South Ogden, Utah. The meeting is open to the public; however, the city will abide by all COVID-19 restrictions in place at the time of the meeting, including social distancing and number of people allowed to gather at one time. Some members of the planning commission may be attending the meeting electronically.

A briefing session will be held at 5:30 pm in the Council Chambers and is open to the public.

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

II. PUBLIC HEARING

To Receive and Consider Comments on a Proposed Development Agreement with Blue Lube LLC for the Property Located at 1498 E 5600 S

III. ZONING ACTIONS

Discussion and Recommendation on Proposed Development Agreement with Blue Lube LLC for the Property Located at 1498 E 5600 S

IV. SPECIAL ITEMS

Request by City Council to look at the following zoning codes:


- Parking Requirements for Multiple-Family Residential
- Definition of "Story" And How It Relates To Parking Levels
- Open Space Requirements
- Tattoo Parlors
- Roof Slopes/Styles Near Sidewalks
- Row Building Heights

V. OTHER BUSINESS

Nomination and Vote on New Planning Commission Chair

Posted and emailed to the State of Utah Public Notice Website on August 10, 2020

The undersigned, duly appointed city recorder, does hereby certify that a copy of the above notice and agenda was posted in three public places with the South Ogden City limits on August 10, 2020. These public places being City Hall (1st and 2nd floors), the city website (www.southogdencity.com), and emailed to the Standard-Examiner. Copies were also mailed to each commissioner.


Leesa Kapetanov, City Recorder

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

VI. APPROVAL OF MINUTES OF PREVIOUS MEETING

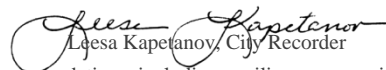
Approval of June 11, 2020 PC Minutes

VII. PUBLIC COMMENTS

VIII. ADJOURN

Posted and emailed to the State of Utah Public Notice Website on August 10, 2020

The undersigned, duly appointed city recorder, does hereby certify that a copy of the above notice and agenda was posted in three public places with the South Ogden City limits on August 10, 2020. These public places being City Hall (1st and 2nd floors), the city website (www.southogdencity.com), and emailed to the Standard-Examiner. Copies were also mailed to each commissioner.


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STAFF REPORT



SUBJECT: Blue Lube Development Agreement
AUTHOR: Leesa Kapetanov
DEPARTMENT: Administration
DATE: August 13, 2020

RECOMMENDATION

Staff has no recommendation.

BACKGROUND

The city has seen several proposals for this property located at 1498 E 5600 S. The topography and shape of the property make it difficult for development. The current proposal is for a Take 5 Lube Center, where the concept is that the customer stays in the car for the complete lube service. There is also a proposal for a drive-thru retail business on the site, again, where the customer would remain in the vehicle.

ANALYSIS

This piece of ground has proven that it is difficult for development. As the planning commission, you will have to weigh the difficulties against how many exceptions you are willing to grant through a development agreement. You will need to ask yourself if the developer has really tried to meet as much of the code as possible even given the difficulties of the site. The development agreement begins on page three of the packet, and the exceptions begin on page six (highlighted in orange.) Staff has reviewed the agreement and found two more exceptions for which the developer will need to ask; they are in the red comment box at the top of page seven. Here is a short analysis of the requested exceptions:

- Developer to have up to three bays per Street Façade. SOCC 10-5.1B-5-6(B)(1)(h)
 - The code only allows one bay per street façade.

- Developer need not adhere to the Corner to Build Zone SOCC 10-5.1B-5-6(B)(1)(c)
 - It may be impossible for anyone to meet this corner build-to requirement for this lot due to the topography

- Developer need not adhere to the Front to Build Zone SOCC 10-5.1B-5-6(B)(1)(b)
 - This may be impossible if the building were to front on Harrison Blvd., however, it is not difficult if it faces 5600 South

- Due to the fact that the Project is a drive-through business, Developer need not adhere to the requirement of a principal entrance location for either business SOCC 10-5.1B-5-6(B)(1)(u)
 - Please see comments for the last exception to see how this request fits in with the code

- Part of the building to be stone (a stone base) and the rest of the building to be stucco. SOCC 10-5.1B-5-11(A)(1)(a)
 - This is something that more than one developer has asked for. We may need to rely on the expertise of Commissioner Jones to guide us through the goods and bads of stucco vs. fiber cement board vs. EIFS (External Insulation and Finishing System).

- Builder need not adhere to 75% front sidewalk coverage SOCC 10.51B-5-6(B)(1)(a)
 - Because the developer has two buildings on the site and they are primarily drive-thru structures and need the flow of vehicles to work, it is difficult for this development proposal to meet the 75% coverage.

- Builder need not adhere to intent of the limited bay and storefront buildings to "allow easy access to passing pedestrians...and continue the fabric of the storefront building type." SOCC 10.51B-5-6(A)
 - This is a difficult ask for the city, as it completely goes against the whole intent of the building types section of the code, let alone the intent of the Subdistrict or the entire Form Based Code itself. This development certainly does not allow easy access to passing pedestrians, as one of the requested exceptions is not to have a principle entrance on the front of either proposed building.

Again, the commission will have the difficult task of weighing the difficulties of the site against the exceptions requested in this development agreement to determine what their recommendation to the city council will be. Staff is always available to answer any questions you may have.

When recorded, return to:

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

Parcel Numbers:
07-004-0045

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“DA”) is made and entered as of the 29th of July, 2020, by and among South Ogden City, a political subdivision of the State of Utah (the “City”), and Blue Lube, LLC, a Utah limited liability company (the “Developer”).

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Effectiveness of this DA is contingent on Developer closing on the purchase of the Project Property as required by Article 2 of this DA.
- C. The Project Property is currently assigned the Gateway General Subdistrict as set forth in the Form Based Code within the South Ogden City Code, as amended by Ordinance 17-21, 11-21-2017, eff. 11-21-2017.
- D. The Parties desire that the Project Property be developed in a unified and consistent fashion under the Gateway General Subdistrict within the South Ogden City Code and Developer provided Concept Plan.
- E. Development of the Project Property as a vehicle service (lube shop) and a co-tenant drive-through business or other permitted use under this DA is acknowledged by the Council and Parties to be consistent with LUDMA and generally the Gateway General Subdistrict, and to operate to the benefit of the City, Developer, and the general public.
- F. The Parties acknowledge that development of the Project Property under this DA will result in significant planning and economic benefits to the City and its residents by, among other things, requiring orderly redevelopment of the Project Property and increasing property tax, sales tax and other revenues to the City based on improvements to be constructed on the Project Property.
- G. Development of the Project Property under this DA will also result in significant benefits to Developer by providing assurances to Developer it can develop the Project Property under this DA.

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

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

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

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

TERMS

1. Incorporation of Recitals and Exhibits/Definitions.

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

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

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

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

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

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

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

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

(vii) “Developer” means Blue Lube, LLC, a Utah limited liability company, and its assignees or transferees as permitted by this DA (other than a Sub developer).

(viii) “Development” means the development of a Parcel or a portion thereof under an approved Development Application.

- (ix) “Development Application” means an application to the City for development of a portion of the Project including a Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.
- (x) “Elevations” means the elevations provided by Developer attached as Exhibit “C”.
- (xi) “Form Based Code” means specific regulations applied to the Gateway General Subdistrict within the City’s Zoning Regulations.
- (xii) “LUDMA” means the Municipal Land Use, Development, and Management Act, Utah Code Ann. §§10-9a-101, et seq.
- (xiii) “Notice” means any notice to or from any party to this DA.
- (xiv) “Parties” mean the City and Developer. Each may be referred to individually as a “Party”.
- (xv) “Planning Commission” means the City's Planning Commission.
- (xvi) “Project” means the total development to be constructed on the Project Property under this DA and all of the other aspects approved as part of this DA.
- (xvii) “Project Property” means approximately .91 acres of land subject to a Real Estate Purchase Contract with Developer located in the City, more particularly described in Exhibit “B” attached hereto and located at 1498 East 5600 South in the City of South Ogden.
- (xviii) “Site Plan” all documents necessary under City Code 10-5.1B-10-2E(3)(b).
- (xix) “Substantial Completion” means the date at which Certificate of Occupancy has been issued for all buildings shown on the Site Plan.
- (xx) “Zoning” means the zoning for the Project.
- (xxi) “Zoning Ordinance” means the Zoning Regulations contained within the City Code.

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

- (a) Developer closes on the purchase of the Project Property on or before October 31, 2020; and

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

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

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

4. **Development of the Project.**

(a) **Project Development.** Development of the Project shall be under the Gateway General Subdistrict to include: vehicle service (lube shop), a co-tenant drive-through business (or other permitted use) and accessory sub-uses; specific development standards within the Zoning Ordinance and this DA, including the Conditions Precedent set forth herein, as outlined in Section 2, and in substantial accordance with the Concept Plan and the Elevations.

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

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

(i) Developer to have up to three bays per Street Façade. (~~Ordinance 17-21.1(h)~~ SOCC 10-5.1B-5-6(B)(1)(h))

(ii) Developer need not adhere to the Corner to Build Zone (~~Ordinance 17-21.1(c)~~) due to the topography. SOCC 10-5.1B-5-6(B)(1)(c)

(iii) Developer need not adhere to the Front to Build Zone (~~Ordinance 17-21.1(b)~~). SOCC 10-5.1B-5-6(B)(1)(b)

(iv) Due to the fact that the Project is a drive-through business, Developer need not adhere to the requirement of a principal entrance location for either business (~~Ordinance 17-21.4(u)~~). SOCC 10-5.1B-5-6(B)(1)(u)

(vi) Builder need not adhere to 75% front sidewalk coverage SOCC 10.51B-5-6(B)(1)(a)

(vii) Builder need not adhere to intent of the limited bay and storefront buildings to "allow easy access to passing pedestrians...and continue the fabric of the storefront building type." SOCC 5.10.51B-5-6(A)

(v) Part of the building to be stone (a stone base) and the rest of the building to be stucco. ~~Ordinance 17-21, 11-21-2017, Title 10 Chapter 5.1 Article B Subject:~~ SOCC 10-5.1B-5-11(A)(1)(a)

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

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

(f) Project Fees. The Parties acknowledge that the City charges impact fees, building permit fees, and other fees and that Developer will be subject to all applicable fees.

Vested Rights and Reserved Legislative Powers.

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

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

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

6. Developer's Non-Performance. Should Developer fail to meet or perform the obligations defined within this DA, or if Substantial Completion of the Project has not been accomplished within five (5) years of the date of this DA, absent any extensions by further agreement of the Parties, this DA shall be automatically terminated and the Parties shall have no further rights or obligations hereunder.

7. Term of Agreement. The term of this Agreement (the "Term") shall be for a period of 10 years following the effective date specified above, unless it is terminated earlier, or its Term is modified by written amendment to this Agreement; provided that this Agreement shall continue to

be effective perpetually as to applications that have been submitted and development that has occurred within the Project notwithstanding the termination of this Agreement.

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

9. Upsizing. Upon request from the City, Developer shall “upsized” any public infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) provided that the City makes arrangements to compensate Developer for the reasonable costs of such upsizing on or before the date on which such infrastructure is installed by Developer. For example, if an upsized to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Developer for the 10% cost increase. Acceptable financial arrangements for upsizing of improvements include reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements.

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

11. Notices.

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

To Developer:

Blue Lube, LLC
1413 East Nashi Lane
Draper, UT 84020

To the City:

South Ogden City
Attn: City Manager

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

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

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

12. Assignment and Transfer of Development.

(a) Assignment. Developer shall not assign its obligations under this Agreement or any rights or interests herein, and, except as provided below, shall not convey the Project or any portion therefor, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed if the proposed transferee (a) has, in the sole opinion of the City, the qualifications and financial resources necessary and adequate to fulfill the obligations of Developer under this Agreement and any then-applicable documents necessary to complete development; and (b) by instrument in writing, has expressly assumed the obligations of Developer under this Agreement and all then-applicable additional agreements and agreed to be subject to the conditions and restrictions arising under this Agreement or any other related development documents. If only a portion of the Project is assigned and/or conveyed under this Section 12, a reasonable allocation of Developer's duties appurtenant to that portion will be made.

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

(c) Change in Control. A change in the majority ownership or control of Developer shall be deemed a transfer requiring the consent of the City under the requirements of this Section 12. Notwithstanding the foregoing sentence, transferring all or a portion of the Project or change in the majority ownership or control of Developer shall NOT be considered a transfer under these circumstances: (i) a transfer occurs to an entity that is an affiliate of Developer, (ii) a transfer or change in ownership occurs because of a merger or acquisition of Developer resulting in Developer and its principal(s) having the majority interest and control of the succeeding or resulting entity, or (iii) a transfer occurs only by way of security for, and only for, the purpose of obtaining financing to enable Developer, or its permitted successor in interest, to perform its obligations under this Agreement or any of the development related documents. If because of these described actions one or more new principals become associated with the Project, such principals shall sign a counterpart of this agreement evidencing their personal guaranty of Developer's obligations. For purposes of this section, an "affiliate" is an entity in which the owner(s) of Developer both holds an ownership stake of more than 50 percent and over which the owner of Developer is able to exert control

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

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

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

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

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

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

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

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

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

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

23. Authority. The Parties to this DA each warrant that they have the necessary authority to execute this DA. Specifically, on behalf of the City, the signature of the Mayor, or designee, of the City is affixed to this DA lawfully binding the City on _____, 2020.

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

SOUTH OGDEN CITY

By: _____
Its: _____

State of Utah)
 §
County of Weber)

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

Witness my hand and official seal.

(notary signature)

(seal)

BLUE LUBE, LLC

By: _____
Its: _____

State of Utah)
 §
County of _____)

On this ____ day of _____, the year _____, before me, _____ a notary public, personally appeared _____, proved on the basis of satisfactory

evidence to be the person whose name is subscribed to this instrument, and acknowledged he/she executed the same.

Witness my hand and official seal.

(notary signature)

(seal)

**Exhibit “A”
Concept Plan**

Exhibit "B"
Project Property Description
Legal Description

LEGAL DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

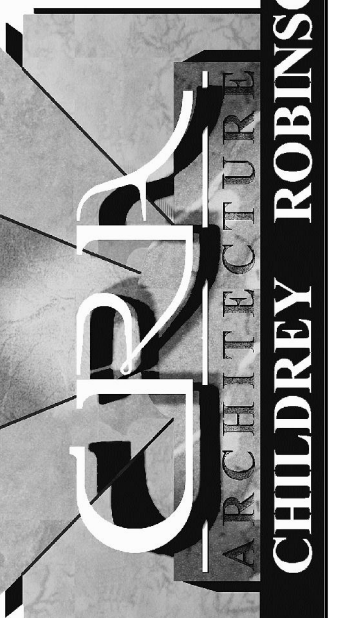
BEGINNING AT A POINT WHICH IS NORTH 18 FEET, MORE OR LESS (17.87 FEET) ALONG THE QUARTER SECTION LINE TO THE CENTERLINE OF THE EXISTING STATE HIGHWAY, NORTH 31°27' WEST 840 FEET; SOUTH 58°33' WEST 75 FEET; SOUTH 58°17' WEST 185.72 FEET ALONG AN EXISTING FENCE; AND SOUTH 22°45' WEST 85.00 FEET ALONG A FENCE AND SOUTH 67°00' EAST 250 FEET FROM THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER AND RUNNING THENCE SOUTH 22°45' WEST 143 FEET, MORE OR LESS, TO THE NORTH STREET LINE 305 FEET, MORE OR LESS, TO THE WEST LINE OF STATE HIGHWAY 375.4 FEET (RADIUS 3768.8 FEET); THENCE SOUTH 65° WEST 94 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION OF THE SUBJECT PROPERTY AS DISCLOSED BY THAT CERTAIN WARRANTY DEED RECORDED OCTOBER 27, 1977 AS ENTRY NO. 715586 IN BOOK 1205 AT PAGE 103, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF PROJECT S-162(3) (ALSO KNOWN AS SR-203, HARRISON BLVD.) AND THE NORTHERLY RIGHT OF WAY LINE OF PROJECT FAP 62-B (5600 SOUTH STREET, SOUTH OGDEN), WHICH POINT IS 301.05 FEET NORTH 57°35' WEST OF THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 15 (WHICH CORNER WAS RESTORED BY THE WEBER COUNTY SURVEYOR ON 1960), SAID POINT BEING 65 FEET RADIALLY DISTANT WESTERLY FROM THE CENTER LINE OF PROJECT SP-1641 AT ENGINEER STATION 8+20; THENCE NORTH 115.0 FEET ALONG THE ARC OF A 3,754.8 FOOT RADIUS CURVE TO THE LEFT (NOTE: TANGENT TO SAID CURVE AT ITS POINT OF BEGINNING BEARS NORTH 17°17' WEST) WHICH ARC IS THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE SOUTHWESTERLY 85 FEET, MORE OR LESS, ALONG THE ARC OF A 50 FOOT RADIUS CURVE TO THE RIGHT (NOTE: TANGENT TO SAID CURVE AT ITS POINT OF BEGINNING BEARS SOUTH 19°02' EAST) TO A POINT IN THE SOUTHWESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE SOUTHEASTERLY 100.0 FOOT, MORE OR LESS, ALONG SAID SOUTHWESTERLY BOUNDARY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

LESS AND EXCEPTING THAT PORTION LYING WITHIN THE STATE HIGHWAY.

**Exhibit “C”
Elevations**



By approving this project, the Client, Contractor, and Architect warrant that the information herein is true and correct. The Client, Contractor, and Architect warrant that the information herein is true and correct. The Client, Contractor, and Architect warrant that the information herein is true and correct. The Client, Contractor, and Architect warrant that the information herein is true and correct.

REV. DESCRIPTION

REV.	DESCRIPTION

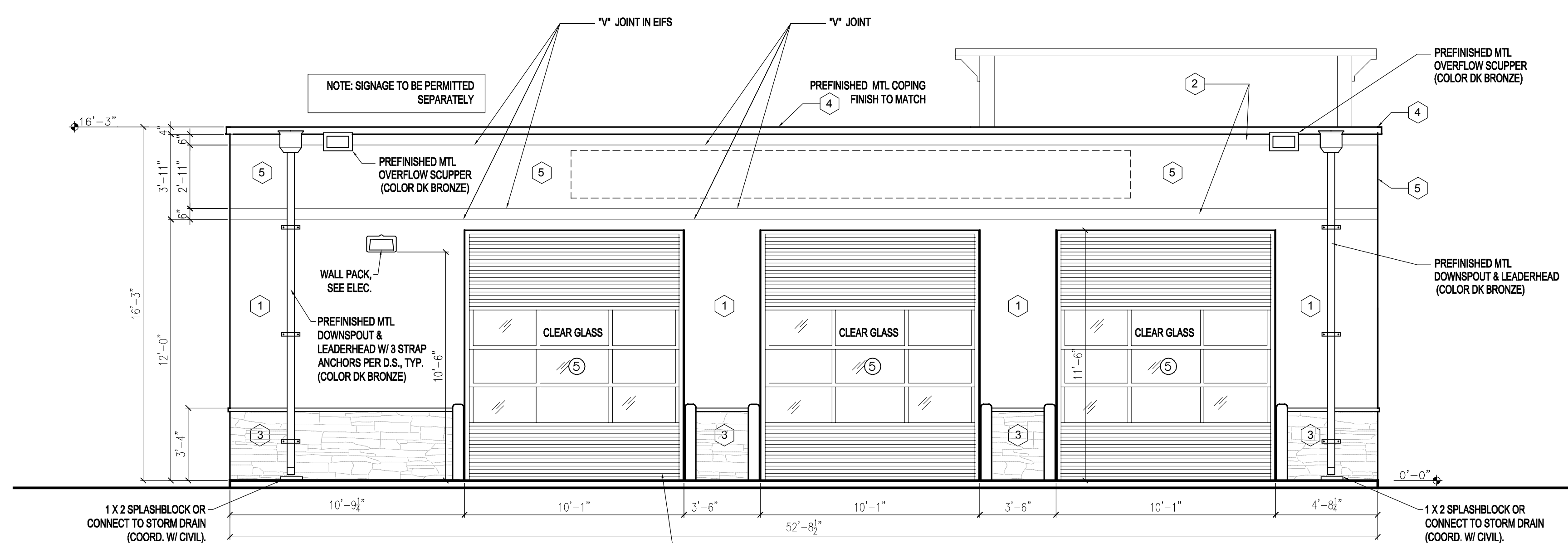
DATE

7-27-2020

SHEET NUMBER

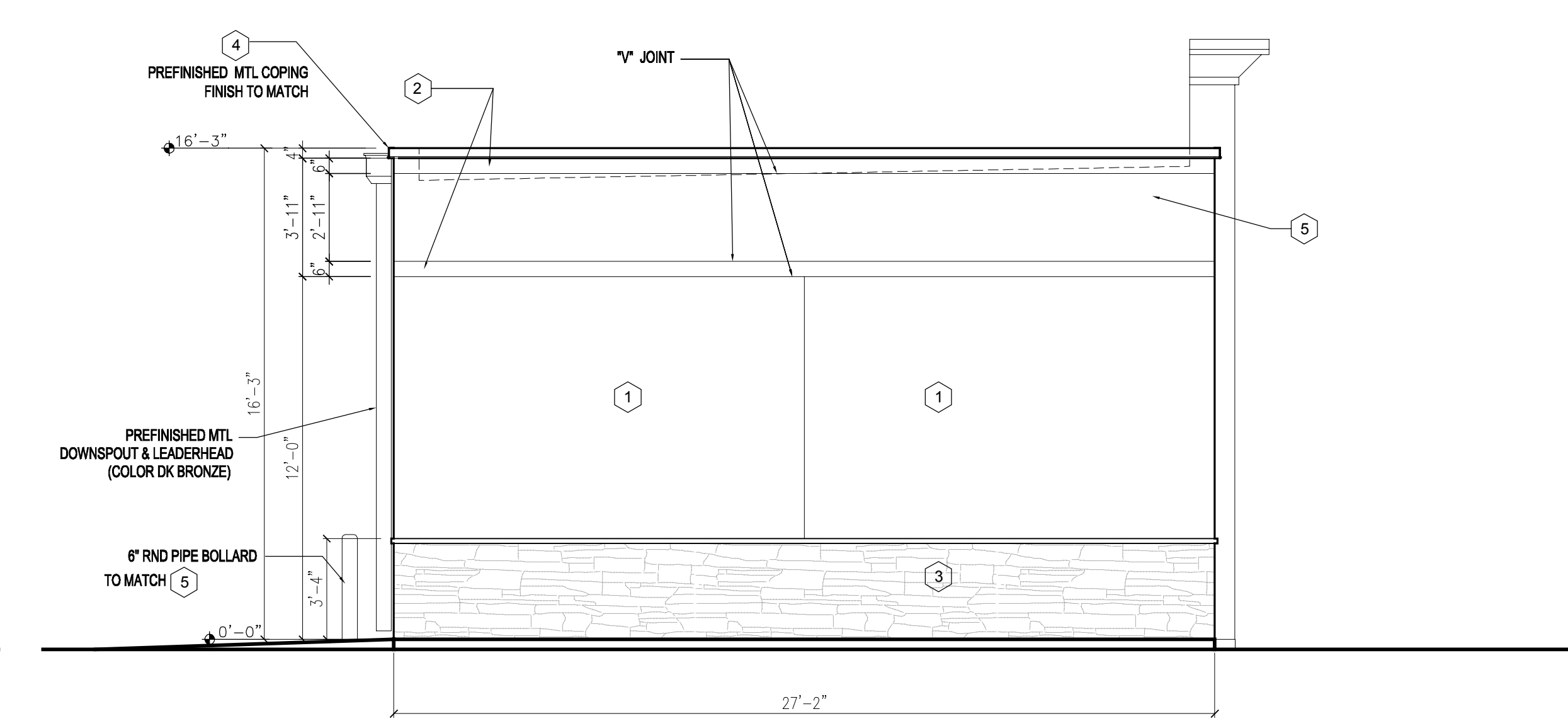
ELEVATIONS

A-200



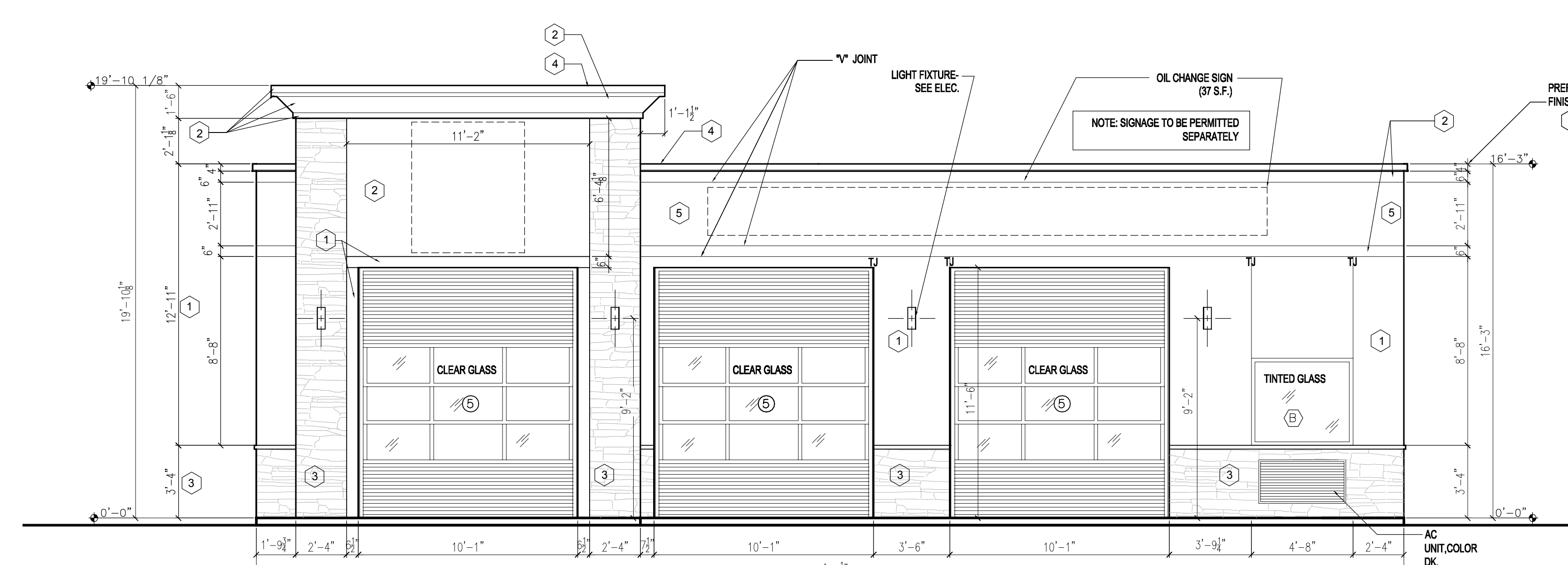
1 NORTH ELEVATION
A-200 1/4"=1'-0"

CATEGORY	AREA	PERCENTAGE OF WALL AREA
OVERALL	(839) 481	100 %
WINDOWS AND DOORS	348	SUBTRACTED FROM OVERALL
STONE	77	17 %
STUCCO	416	85 %
CORNICE	0	0 %



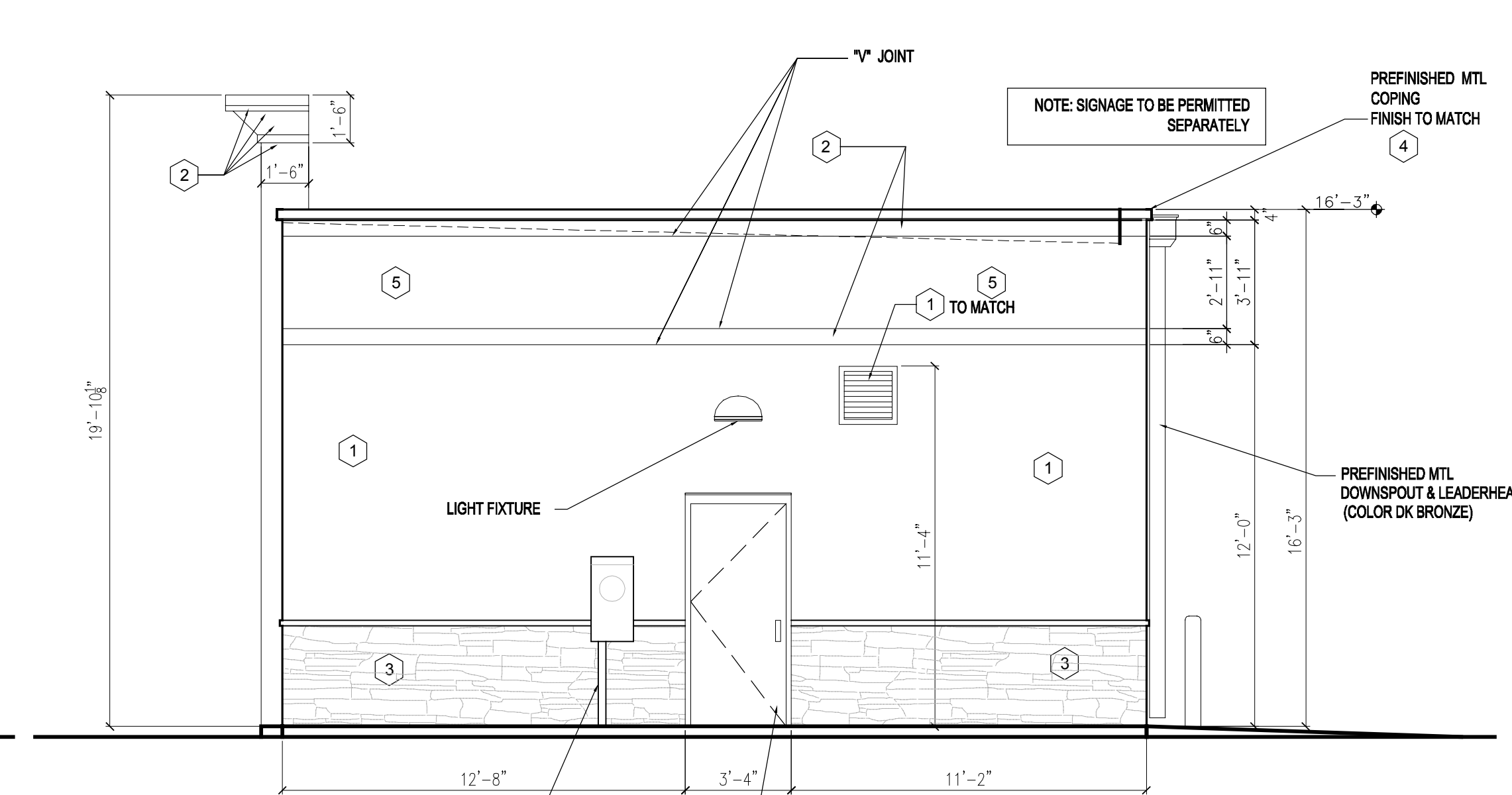
3 WEST ELEVATION
A-200 1/4"=1'-0"

CATEGORY	AREA	PERCENTAGE OF WALL AREA
OVERALL	(432) 432	100 %
WINDOWS AND DOORS	0	SUBTRACTED FROM OVERALL
STONE	81	21 %
STUCCO	342	79 %
CORNICE	0	0 %



2 SOUTH ELEVATION
A-200 1/4"=1'-0"

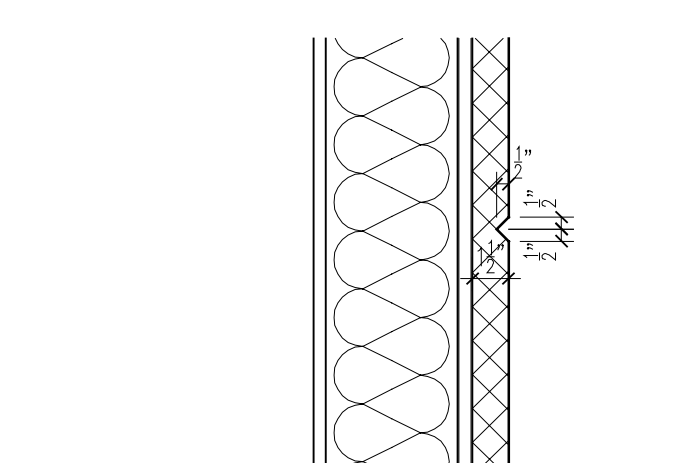
CATEGORY	AREA	PERCENTAGE OF WALL AREA
OVERALL	(903) 536	100 %
WINDOWS AND DOORS	367	SUBTRACTED FROM OVERALL
STONE	162	30 %
STUCCO	350	65 %
CORNICE	26	5 %



4 EAST ELEVATION
A-200 1/4"=1'-0"

CATEGORY	AREA	PERCENTAGE OF WALL AREA
OVERALL	(432) 408	100 %
WINDOWS AND DOORS	24	SUBTRACTED FROM OVERALL
STONE	79	19 %
STUCCO	329	81 %
CORNICE	0	0 %

EXTERIOR FINISH SCHEDULE				
NO.	AREA	COATS	COLOR	FINISH
1	STUCCO MAIN COLOR	SEE SPECIFICATION AND MANUFACTURER'S REQMENTS	MATCH SW COLOR #7693, STONEBRIAR	FINISH TO MATCH STO "MEDIUM SAND" OR DRYWIT "SANDPEBBLE FINE"
2	STUCCO ACCENT BAND AND FACE STUCCO CORNICE	SEE SPECIFICATION AND MANUFACTURER'S REQMENTS	MATCH SW COLOR #7678, COTTAGE CREAM	FINISH TO MATCH STO "FINE SAND" OR DRYWIT "SANDBLAST"
3	STONE VENEER WAINSCOT	-----	ELDORADO STONE CLIFFSTONE "MANZANITA"	WAINSCOT SILL TO BE "SNAPPED EDGE ACCENT" PER MANUFACTURER
4	COPING	SEE SPECIFICATION AND MANUFACTURER'S REQMENTS	MATCH SW COLOR #6871, POSITIVE RED	FINISH TO BE KYNAR 500 PREFINISHED
5	STUCCO SECONDARY COLOR	SEE SPECIFICATION AND MANUFACTURER'S REQMENTS	MATCH SW COLOR #6871, POSITIVE RED	FINISH TO MATCH STO "MEDIUM SAND" OR DRYWIT "SANDPEBBLE FINE"
6				
7	BOLLARDS	SEE SPECIFICATION AND MANUFACTURER'S REQMENTS	MATCH SW COLOR #6871, POSITIVE RED	-----



5 V-JOINT DETAIL
A-200 1 1/2"=1'-0"

C:\CHUCK\TAKE 5 (TEAM)\PHOTO BASE 3_072720.DWG

STAFF REPORT



- SUBJECT:** A. Request by City Council to look at the following zoning codes:
1. Parking Requirements for Multiple-Family Residential
 2. Definition of “Story” and how it relates to parking levels
 3. Open Space Requirements
 4. Tattoo Parlors
 5. Row Building Lengths
 6. Roof Slopes/Styles Near Sidewalks

AUTHOR: Mark Vlasic

DEPARTMENT: Planning

DATE: August 13, 2020

INTRODUCTION

This is a discussion item to consider possible issues and problems identified by the City Council and staff. The issues and problems emerged during recent review/approval processes for several project proposals, with the exception of item 4 (Tattoo Parlors).

1. Parking Requirements for Multiple-Family Residential

Parking has emerged as a major issue for nearly all recent multiple-family projects proposed under the form-based code and development agreement processes. Most applicants are requesting exceptions or special conditions allowing them to provide less parking than is currently required. According to these arguments, there is a consensus that the current market parking needs hover around 1.6 per unit.

South Ogden code requirements vary depending on the number of bedrooms provided in each unit. While smaller one-bedroom units are generally aligned with the 1.6 spaces per unit threshold, units with two or more bedrooms require two spaces per unit. According to recent applicants, this requirement is excessive, and the code should be modified.

DISCUSSION

Are existing code requirements adequate, or should changes be made? There is some concern that without modifications development agreements will continue to be requested to incorporate reductions.

In order to compare South Ogden's requirements to those of comparable cities, staff has prepared the following assessment gleaned from a recent study.

A. Salt Lake City

Discourages the over-provision of parking in mixed use centers/higher-density areas. This is achieved through the use of minimum (which are encouraged) and maximum parking requirements. They also encourage shared parking and the use of on-street parking to meet needs.

Minimum:

Studio:	1 space per DU
1 bedroom:	1.25 spaces per DU
2+ bedrooms:	1.5 spaces per DU

Maximum:

Studio & 1 Bedroom:	2 spaces per DU
2+ bedrooms:	3 spaces per DU

B. North Salt Lake

2 stalls per unit, plus 0.25 stall per unit for guest parking with a minimum of 1 covered stall per unit.

C. Bountiful

1 Bedroom:	1.5 space per unit and 0.25 visitor spaces per unit
2 Bedroom:	2.0 spaces per unit and 0.25 visitor spaces per unit
3 or more Bedroom	2.5 spaces per unit and 0.25 visitor spaces per unit

At least one (1) of the required parking spaces above shall be a designated covered parking stall for each dwelling unit. Visitor parking spaces shall be distributed throughout the project for convenient access from all units.

D. Ogden

Dwelling, Multiple-Family	Two (2) spaces per unit, one (1) space of which shall be covered. Plus .5 for each unit for guest parking. Parking spaces shall not be located within the required front or side setback
---------------------------	--

E. Roy

2 to 4 units	2 side by side parking spaces for each dwelling unit
More than 4 units	2 stalls per unit. In the CBD and properties within 660 feet (1 block) of the CBD or within 660 feet of mass transit stops/stations measured by legal public walking distance from property line to transit stop, then 1.5 stalls per unit

F. North Ogden

Multiple dwellings with more than 2 units 2 per dwelling unit, plus 1 visitor parking space for every 2 dwelling units, or fraction thereof

2. Definition of “Story” and how it Relates to Parking Levels

Several recent multi-family projects have been proposed with podium parking located on the lower levels of the residential buildings. According to current form-base code requirements, a story is a habitable level. According to this definition, uninhabitable levels are not covered, which has been interpreted to mean structured parking is exempt. As a result, the height of permitted buildings has risen beyond the maximum threshold anticipated. Also, should provisions be made for parking levels that may be underground in one part of the building, but because of the topography of the property, are ground level in another part?

It should be noted that the “habitable” definition applies only to the form-based code; story is defined measured from finished floor to finished floor, regardless of whether it is habitable or not.

DISCUSSION

Does the current definition of habitable space in the form-based codes as related to the definition of a story meet the intent and vision of the code? In other words, is the height limit (three stories, for example) a maximum, regardless of the specific uses it contains? It is felt by some that this would encourage structured parking to be located underground in garages.

3. Open Space Requirements

Current form-based code requirements stipulate that projects in excess of five acres must provide five-percent of the site as public open space. This has created some confusion by members of the council, some of whom believe it is more suitable to allow fees-in-lieu to allow the siting of parks in the vicinity of an individual project. There has also been some concern that this requirement is in conflict with the existing park impact fees assessed for residential projects. Still other members have interpreted this section of the code to require on-site private open space for their residential tenants.

DISCUSSION

What is the purpose of requiring five-percent for public park space? Should it be required to be site on-site, or can fees-in-lieu be provided so larger community parks can be developed for the benefit of all citizens? Is the requirement excessive, assuming the owner/developer is still required to pay impact fees? Does the code require a minimum amount of private park space or amenities for the use of tenants? Whatever is decided, the code should be written so as to be clear.

4. Tattoo Parlors

Some members of council suggest that number and distribution of tattoo parlors should be limited, similar to current control of short-term loan businesses. Inherent in this argument is the assumption that tattoo parlors have special conditions that make the limitations necessary.

DISCUSSION

Should the number and location of tattoo parlors be limited? If so, why? Staff suggests that legal staff be consulted for a determination and compliance with LUDMA (Utah state land use code).

5. Row Building Lengths

Minimum unit widths for row buildings are currently limited to 18' minimum, 22' maximum, depending on the zone. The maximum number of connected row building units is currently limited to ten. Staff believes that if the maximum unit size is applied, the total length (220' will be excessively long). Staff would like the commission to consider establishing a maximum length of 180' for connected units, regardless of the number of units that are connected.

6. Roof Slopes/Styles Near Sidewalks

Members of the City Council are concerned that the form-based code allows roofs to overhang sidewalks; concern is focused on cases where no front yard setbacks are required. The primary concern is for public safety related to snow removal from roofs.

Staff has preliminarily reviewed the code and does not believe this is a problem. Additional review may be required, including assessment of the International Building Code (IBC) and other control mechanisms.

DISCUSSION

Is a more comprehensive review suggested?

RECOMMENDATIONS

Planning Commission to provide direction for items requiring additional action by staff. It is assumed that a recommendation to the City Council will be provided for each item during follow-up meetings. Since many of the changes are legislative in nature, public hearings will eventually be required if changes are recommended.

Process for Nomination and Election of New Planning Commission Chair

Nominations From The Floor

Sometimes called *open nominations*, this method is probably the most familiar. It's used in the vast majority of situations in which members elect their officers at a meeting. Your group's rules and customs determine when floor nominations are accepted. Sometimes nominations aren't taken until the election is pending, and sometimes they're taken at other times, such as at a meeting before the election meeting.

The process of making floor nominations is subject to the following rules:

- Recognition by the chair is not required to make a nomination. However, calling nominations from your seat is often impractical, so you may want to adopt a more formal nomination process.
- Nominations don't have to be seconded, but it's not out of order for members to second a nomination to signal their endorsement.
- A person can nominate himself or herself.
- A member shouldn't offer more than one nomination to a position if there are several seats for the same office — such as for nominees to a board or a committee — until all other members have had the opportunity to make nominations.
- If the bylaws don't prohibit it, a person can be nominated for more than one office and can even serve in more than one office if elected.
- Nominees do not have to leave the room during the nominations, when the vote is taken, or when the vote is counted.
- The presiding officer can continue presiding, even if he or she is one of the nominees for the office.
- A member can rise and decline the nomination during the nominating process.
- After each nomination, the president repeats the name to the assembly.
- Nominations are taken for successive offices in the order they're listed in the bylaws.

Motions to close nominations are usually unnecessary because the nomination process simply continues until no one wishes to make further nominations. When the nominations stop, the chair just declares nominations closed after making sure that no more nominations are forthcoming. Customarily (although it's not required), the chair accomplishes this by calling three times for more nominations.

According to Robert's Rules, a motion to close nominations is out of order *as long as any member wishes to make a nomination*.

A motion to close nominations is usually not necessary unless it is apparent that members are nominating people just to honor them, and that the nominees have no intention of serving.

Usually the president closes nominations when no further nominations come forward from the assembly.

CONDUCTING ELECTIONS

The election process may be the easiest part of deciding who handles a particular job in the organization. Robert's Rules on elections are very straightforward after what is often a politically charged prequel of nominating and campaigning.

An election is really nothing more than the handling of an assumed motion, with the question being on whom to elect to fill a position. Like any incidental main motion, an election can be decided by voice vote or by ballot.

Electing By Ballot

Ballot voting is by far the surest way to allow for the free expression of the will of the membership.

When holding ballot elections, you have two procedural options:

- **Nominations for all offices conclude before any balloting begins.** This saves time and allows for polling at a time and place other than a meeting. However, it disadvantages candidates who lose an election for a position decided earlier and then can't serve a different position. When using this procedure, make it clear that a person can be nominated for and elected to more than one office. If a person is elected to two different positions, she can either choose which office to accept or serve in more than one position, if that's allowed.
- **Nominations for each office are followed by the election for that office.** The main advantage here is that it allows members to consider the election results of one office before proceeding to the election of another office. You take nominations from the floor for one office, and when no further nominations are forthcoming, you proceed to the balloting for that office. This method requires more time for the election process, making it probably best limited to smaller groups.

No matter which procedure you use, the order in which you take up each election is the order in which the offices are listed in your bylaws.

Voting by ballot enables a member to vote for a candidate not formally nominated by writing in a name — a *write-in vote*. A write-in vote is a legal vote unless it's unintelligible or cast for an unidentifiable or ineligible person or for a fictitious character, in which case it's counted as an illegal vote.

Ballot voting is the preferred voting method in situations in which knowing how all the members voted isn't desirable. You can use a ballot vote to decide either a motion or an election:

- **If the ballot vote decides a motion,** the question is clearly stated by the chair, and you're instructed to mark your ballot *Yes* or *No* (or *For* or *Against*).
- **If the ballot vote decides an election,** you're instructed to write the name of the nominee of your choice on your ballot.

It's never in order to vote *Yes* or *No* (or *For* or *Against*) a candidate when electing persons to office.

The only way you can vote *against* a candidate is to vote *for* another person.

6/8/2018 Robert's Rules of Order, Nominations And Elections

http://westsidetoastmasters.com/resources/roberts_rules/chap12.html 6/10

Who Gets To Vote

Depending on your organization and the decisions being made, balloting may take place during a meeting, or polls may be open during polling periods including times when no meeting is in progress.

In either case, you need to appoint reliable ballot counters to hand out and collect ballots and to count the votes.

Only members entitled to vote are given ballots or are allowed to deposit ballots with a ballot counter or place them in the ballot receptacle. If polling is conducted outside of a meeting, members should verify their credentials with election officials when casting their votes at the polls, and members' names should be checked on a list showing who has voted.

The presiding officer votes along with all the other members, although she is *never* allowed to cast a tie-breaker in a ballot vote.

A member has the right to vote until the polls are closed. A late-arriving member can vote only with other members' consent by majority vote.

Counting The Ballots

When counting ballots, ballot counters need to keep a few key points in mind:

- Blank votes are treated as scrap paper and don't count at all.
- Illegal votes cast by legal voters count toward the total votes cast, but they don't count for any individual choice or candidate. Illegal votes are
- Unintelligible ballots
- Ballots cast for a fictional character
- Ballots cast for an ineligible candidate
- Two or more marked ballots folded together (together they count as only one illegal vote)
- If a marked ballot is folded together with a blank ballot, the marked ballot counts as one legal vote, and the blank ballot is considered scrap paper.
- Each question on a multipart ballot is counted as a separate ballot. If a member leaves one part blank, the votes entered on the other questions still count.
- If a member votes for more choices than positions to be elected, the vote is considered illegal.
- If a member votes for fewer choices than positions to be elected, the vote is legal and those votes count.
- Small technical errors, such as spelling mistakes or marking an X when a checkmark is called for, don't make a vote illegal as long as the voter's intent is discernible.
- Votes cast by illegal voters must not be counted at all, not even included in the number of total votes cast. If it's determined that enough illegal votes were cast by illegal voters to affect the result, and these votes can't be identified and removed from the count, then the vote is deemed null and must be retaken.

6/8/2018 Robert's Rules of Order, Nominations And Elections

http://westsidetoastmasters.com/resources/roberts_rules/chap12.html 7/10

After The Vote

After the votes are counted, the lead ballot counter reads aloud to the membership the complete report of the vote counts but doesn't declare the result. That job belongs to the presiding officer, who reads the report again to the members, concluding with a formal declaration of the result. The entire ballot counters' report should be included in the minutes of the meeting.

In determining how long to hold the ballots before destroying them, your main consideration is the possibility of needing a recount. After the period during which a recount can be conducted has passed, you don't need to keep the ballots. A decision on how long to keep them can be made at the meeting when the vote takes place, or a short retention period for ballots can be adopted as a standing rule.

Electing By Voice Vote

If your bylaws don't require you to conduct an election by ballot, and if candidates are unopposed or there's no major contest for an office, you can save time with a simple voice vote (or *viva voce*). After nominations are closed, the vote is taken on each nominee in the order in which they were nominated.

Because this form of voting favors one candidate over another based on the order of nomination, you should avoid using it except in mass meetings or when there's no serious contest for the office and a ballot is not required. If members don't understand exactly how it works, the ones whose preferred candidate doesn't get voted on are likely to think something is amiss.

Electing By Roll Call

If your assembly's members are accountable to a constituency, your rules may require you to conduct your elections by roll-call vote. You follow the same procedures for elections by ballot, as far as arriving

at the point of the election is concerned, but instead of casting your vote by ballot, each member announces his vote when the secretary calls that person's name. The secretary repeats the vote after recording it, to ensure accuracy.

Determining Who Wins

Elections are decided by majority vote unless your bylaws provide differently. In a voice vote, the winner is easy to determine and the vote is over when someone wins the election. When it comes to ballot elections, your election isn't complete until a position is filled, and a position is never filled until a candidate receives the threshold number of votes required for election. In most cases, the threshold is a majority of the votes cast. If you have only two candidates and the vote is a tie, you repeat the balloting until one candidate receives a majority.

Balloting must continue until a candidate receives a majority. It's never proper to drop the candidates receiving the lowest vote totals from a ballot unless they withdraw voluntarily. That means run-offs are just plain out of order. The requirement for election by ballot is a majority, and a candidate has no obligation to withdraw just because he polls low numbers. Your members may wind up voting for Mr. Low as the compromise candidate.

Additional Points Concerning Elections

Here are some other things to consider during the election process:

- A quorum needs to be present throughout the election meeting. If members leave during the meeting so that a quorum is not present, those offices not yet elected must be put off until an adjourned meeting or until the next meeting.
- Ballot counters should cast their ballots at the same time that the assembly votes.
- If a member is elected and not present and has not previously said that if elected he or she will serve, someone should call the member to see if he or she will accept the office. If not, the members can vote again during that meeting for another candidate.
- If an elected candidate declines the office after he or she is elected and after the meeting has adjourned, another election needs to take place, if at all possible. If the bylaws specifically address this situation, members should follow the bylaws.
- If it is discovered after an election that the person elected does not meet the eligibility requirements, and even if the person has begun to serve, the election is void. The organization must have another election.
- A member can't make the motion to adjourn while the assembly is occupied with taking a vote, verifying a vote, or announcing a vote, except when the vote is by ballot. In a ballot vote, after the ballot counters have collected all the ballots, a member can make the motion to adjourn. If the motion is adopted, the assembly can adjourn before the vote is announced if it has another meeting scheduled. The balloting committee can still count the ballots. When the next meeting begins, the first order of business is to hear the report of the balloting committee and for the presiding officer to announce the vote that was taken at the previous meeting.
- If counting ballots takes some time, it is best for the assembly to take a recess instead of adjourn.
- In counting the votes, the balloting committee must not confuse a majority vote with the highest number of votes. The person who gets the most votes may not have a majority of the votes. In this case, the members must vote again until one candidate receives a majority vote.
- If there is a question about the way a ballot is marked, the ballot counters should take it to the presiding officer. He or she should present it to the assembly to decide what to do with the vote - whether to count it and toward what name to credit the vote.

- When presenting the nominations or taking the vote for a list of offices, the president should follow the order of offices that appears in the bylaws.
- If a person has been nominated to more than one office and is elected to two offices, he or she can choose which office he or she wants. The assembly then votes again on the other office.
- If a member is not present to choose which office he or she wants to serve, the members vote on which office they want him or her to serve. Members then vote on a candidate to fill the remaining office.
- If members adjourn before an election is complete, they should set the time for an adjourned meeting to finish the election. If they don't set a time for an adjourned meeting, they can call a special meeting (if the bylaws allow this). Or, members can also finish the election at the next regular meeting if the meeting falls within a quarterly time period.
- If members are voting for offices that have staggered terms or that last more than a year, the secretary should include in the minutes when the term expires. The minutes may say, for example, "Eric Olson was elected to the board for two years. His term expires July, 2014."
- If electronic machines are used for voting, they should be programmed so that each segment of the ballot is treated as if it were a separate ballot. Ballot counters present during the voting should be carefully instructed in their duties and should be able to explain to other members how to use the machine. If members haven't used the machine before, it may be wise to show them how to use it the day before the election.



MINUTES OF THE SOUTH OGDEN CITY PLANNING COMMISSION MEETING

THURSDAY, JUNE 11, 2020
COUNCIL CHAMBERS, CITY HALL –6:15 pm

PLANNING COMMISSION MEMBERS PRESENT

Chair Raymond Rounds, Commissioners John Bradley, Scott Amos, Jeremy Howe, Mike Layton, and Jerry Jones Note: Commissioners Bradley, Jones, and Amos attended via the Zoom meeting app.

EXCUSED

Commissioner Steve Pruess

STAFF PRESENT

City Manager Matt Dixon, Planner Mark Vlastic, and Recorder Leesa Kapetanov
Note: Planner Vlastic attended the meeting via Zoom.

CITIZENS PRESENT

Lincoln Howell, Greg Howell, Michelle Dawson, Wesley Dawson, Devin Hubbard, Jamie Rendl, Carolyn Wold

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

https://www.southogdencity.gov/document_center/Sound%20Files/2020/PC200611_1814.mp3

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

A briefing session was held before the planning commission meeting and was open to the public as well as available through Facebook Live. The audio recording for the briefing meeting can be found by clicking this link:

https://www.southogdencity.gov/document_center/Sound%20Files/2020/PC200611_1746.mp3

I. CALL TO ORDER AND OVERVIEW OF MEETING PROCEDURES

- Chair Raymond Rounds began the meeting at 6:16 pm by calling for a motion to open.

00:00:18

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

- Chair Rounds indicated the next items on the agenda were public hearings. He called for a

48 motion to enter into a public hearing

49 00:01:53

50
51 **Commissioner Howe moved to enter into a public hearing for the reasons stated.**
52 **Commissioner Layton seconded the motion. The voice vote was unanimous in favor of the**
53 **motion.**

54
55
56
57 **II. PUBLIC HEARING**

58 To Receive and Consider Comments on the Following Items:

59 **A. Proposed Development Agreement With Mt. Ogden Developers For The Vacant Property**
60 **Located At Approximately 935 Country Hills Drive**

61 • Staff overview 00:03:06

62 • Public Comments

63 Jared Nielson 00:15:12

Representative of Developer

64 Jamie Rendl 00:15:12

Spoke against allowing an additional story

65 Michelle Dawson 00:23:18

Spoke against the development agreement. Ms.

66 Dawson submitted written material. See

67 Attachment A.

68 Carolyn Wold 00:37:18

Spoke against the development agreement

69 Colby Wayment 00:40:02

Spoke against the development agreement

70 Wes Dawson 00:41:22

Spoke against the development agreement

71 City Manager Dixon read public comments made over Facebook:

72 Sundown Hittu 00:44:10

Spoke against the development agreement

73 Terry Schow 00:44:30

74 Stated over Facebook that he had emailed a

comment at 5 pm to Recorder Leesa Kapetanov.

75 Ms. Kapetanov then read the comment.

76 Chair Rounds gave Mr. Jared Nielson the opportunity to answer questions asked during

77 the public hearing 00:45:09

78 Michelle Dawson 00:54:59

79 Lincoln Howell 00:57:10

Representative of Developer

80 Jamie Rendl 01:01:57

81 Carolyn Wold 01:03:11

82 Colby Wayment 01:04:15

83 Devin Hubbard 01:08:48

Developer

84 Michelle Dawson 01:11:14

85 Jamie Rendl 01:11:31

86 Carolyn Wold 01:12:22

87 Lincoln Howell 01:12:42

88
89 There were no more comments on this item.

90

91 **B. Proposed Amendments to SOCC Titles 4, 5, and 10 Clarifying that Farm Animals and Fowl**
92 **Are Not Allowed in the City, and Amendments to Title 10 Having to Do With Mural Signs,**
93 **Defining Short Term Lenders, Reducing Bike Parking Requirements, and Removing Nursing**
94 **Home and Day Care Centers as Conditional Uses in the R-3 Zone**

- 95 • Staff overview 01:14:39
- 96 • Chair Rounds asked if anyone from the public wanted to address this item. Seeing
97 none, he called for a motion to close the public hearing, but keep the public record
98 open until 7:45 for online comments.

99 01:18:23

100
101 **Commissioner Jones so moved. The motion was seconded by Commissioner Bradley.**
102 **All present voted aye.**

103
104
105 **III. ZONING ACTIONS**

106 **A. Discussion and Recommendation on Proposed Development Agreement with Mt. Ogden**
107 **Developers for the Vacant Property Located At Approximately 935 40th Street**

- 108 • Chair Rounds discloses relationship to developer
109 01:18:54
- 110 • Discussion 01:20:24
- 111 • Motion 01:32:08

112
113 **Commissioner Howe moved to recommend the development agreement to the city**
114 **council as presented. Commissioner Bradley seconded the motion. The chair called the**
115 **vote:**

116		
117	Commissioner Layton-	No
118	Commissioner Howe-	Yes
119	Commissioner Bradley-	Yes
120	Commissioner Jones-	Yes
121	Commissioner Amos-	Yes

- 122
- 123
- 124 • City Manager Dixon informed the chair the time for online public comment had
125 passed and no comments had been submitted

126 01:33:16

127
128
129 **B. Discussion and Recommendation on Proposed Amendments to SOCC Titles 4, 5, and 10**

- 130 • There was no discussion on this item
- 131 • Motion 01:33:53

134 Commissioner Bradley moved they approve and recommend the city code amendments
135 as presented. Commissioner Layton seconded the motion. Chair Rounds called the
136 vote:
137

138 Commissioner Layton-	Yes
139 Commissioner Howe-	No
140 Commissioner Bradley-	Yes
141 Commissioner Jones-	Yes
142 Commissioner Amos-	Yes

143
144 The motion passed.
145
146

147 IV. SPECIAL ITEMS

148 Open and Public Meeting Training

- 149 • Chair Rounds requested that the commissioners complete the training and return the signed
150 affirmation to City Recorder Kapetanov. See affirmations Attachment B.

151 01:35:10
152
153

154 V. OTHER BUSINESS

- 155 • There was some discussion on comments made during public hearings from people
156 who did not live in South Ogden

157 01:36:50
158
159
160

161 VI. APPROVAL OF MINUTES OF PREVIOUS MEETING

162 Approval of May 14, 2020 Meeting Minutes

- 163 • Motion 01:40:30
164

165 Commissioner Howe moved to approve the May 14, 2020 meeting minutes, followed by a
166 second from Commissioner Layton. All present voted aye.
167
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171 VII. PUBLIC COMMENTS

172 All the public had left the meeting by this time and no comments had been submitted electronically.
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VIII. ADJOURN

At 7:59 pm, Chair Rounds called for a motion to adjourn.

01:42:16

Commissioner Howe moved to adjourn. Commissioner Layton seconded the motion. The voice vote to adjourn was unanimous.

Not Approved

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Planning Commission Meeting held Thursday, June 11, 2020.


Leesa Kapetanov, City Recorder

Date Approved by the Planning Commission

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Not Approved

Attachment A
Written Material Submitted

If you give a mouse a cookie...

*PICTURES

-Today's social distancing

75 units from Madison → Porter & 49 units near City Hall already going in

Last month's meeting arguments:

1. Place that people want to live
 - a. ~~What happened to the pool, community garden, tennis courts, courtyard...only the small BBQ areas remain. All other amenities have been eliminated~~
2. Hubbard- "wouldn't impact the neighborhood too much"
 - a. I will get to the full impact in a couple mins with the parking, snow removal, garbage and recycling, animals, etc
3. "Nothing in writing" and next door owner's "open to shared back lot"
 - a. What happens if/when the building owner's sell and new owners don't want all that traffic moving in the back of their building.
4. "Many a sleepless nights" as the developers moved forward with this project
 - a. I have had many a sleepless nights realizing the large magnitude of this proposed development and the many negative impacts it will have on my family and I as well as my neighbors, my Ogden community, and my South Ogden community and thousands of people who use 40th street on a daily basis.

CURRENT ARGUMENTS:

1. "Developer intends a low impact development of the Project property" page 1
 - a. 104 units, 5-6 stories tall, 1.55 parking spots per unit is hardly "low impact" to the future residents and current homeowners surrounding this proposed development.
2. Intended "to operate to the benefit of the City, Developer, and general public."
 - a. This will not benefit the general public and my concerns will be addressed. Page 1
3. Developer even states that "this DA will also result in significant benefits to Developer"
 - a. Huge financial gains, but then again not everyone can afford to live in a \$700k+, 7 bedroom home in suburbia
4. It's rationalized that the building won't appear 5-6 Stories tall due to the "Steep downward slope." That makes it sounds like it drops off completely from the road when in reality it's maybe a 15 foot elevation difference.
5. The Parking garage and left turn onto 925 East is going to hinder and even prohibit all 3 of the condo outlets, that 60 units depend on, from entering and exiting onto 40th street. 24 units sole entry
6. "The 5-6 story building is located on the easternmost edge of the city boundary, in proximity to structures of similar height and massing located in adjacent communities." Besides McKay-Dee Hospital, which sits over 1,200 feet from the road, all the other buildings of this size are up on Harrison.
7. Is 80 feet really enough to help "mitigate the impact" of the additional height? Residents in this new development are going to be able to look down into the backyards of the patio homes.
8. -The view will be blocked for all the (N) condos. These residents all enjoy their view & sit on their front porches daily. 7 on (community) units Dr (40th)

PARKING and community space: Let me put this lot into perspective.

1. The proposed development wants 104 units, 180 parking spots is to be built on 1.39 acres.

-only 17 in back & 36 in front
-Building will need customer parking

2. "The Apartments" about a half mile away sits on 2.3 acres and is made up of 3 stories with 54 units, 98 official parking stalls, and another 10 possibly where cars randomly park (potentially blocking other cars, and removal of garbage. Residents' cars line the streets as you pull into the West and South sides, and it spills out into the surrounding neighborhood which greatly upsets the homeowners. Mixture of studio and 1-2 bed apts.

3. The "Country Hills Manor" Condos, located North, across 40th street, of the proposed development. We have 118 units, 236 guaranteed carport parking spaces (2 per unit), and an additional 59 summer parking spots. We lose about 20 spaces half the year due to snow removal. 110 units can actually triple up their vehicles. About 10-15% were tripled up a couple days ago, and we still don't have enough parking. That's nearly 300 parking spots- still not enough. (SHOW PICS OF DOUBLE PARKING)

a. Limited mobility friends and family members.

4. The NE corner of this proposed development will be 9 feet from the road, and 19 feet from the NW corner. 2 of our 3 outlets are bookended between these two corners. Developers have proposed a R hand only turn onto 40th street. How is that going to be guaranteed? What medians or barriers are being anticipated? What will prevent drivers from just flipping a U-Turn to head West down 40th?

a. The other major issue, is for the left hand turn onto 925 East into the patio home neighborhood and proposed outlet on the West side of the already established building. 24 of our condo units depend on the outlet directly across from 925 East in order to enter and exit their parking lot. This is their ONLY means of entering and exiting the lot.

b. RECENT ACCIDENT- SHOW PICTURES!!! (front of vehicle was almost 25 feet off the road)

c. A traffic study needs to be done during the SCHOOL year because right now is not an accurate portrayal of a typical day (especially with COVID restrictions and summer).

i. Impact of all the WSU traffic, football games, Dee Event Center events- graduation and basketball games. It already takes 45+ mins to drive half a mile on 40th with heavy traffic due to events and when accidents occur.

pg 4 (X)

SAFETY ISSUES: Fire trucks, ambulances and police vehicles- block a lane of traffic when stopped on 40th. This also includes all the food deliveries, and parties that occur at the condos.

Being so close to the road - objects can fall off or be thrown into road

SNOW REMOVAL

1. What's the plan with snow removal? This is a major headache for our condos every year. Every year I have gotten stuck because the plows were not out early enough to plow. Sometimes they don't come until 11am or later.
2. Where do you plan on putting the snow? Where will the cars park if 10-15 spots are then taken due to snow?

GARBAGE AND RECYCLING

1. In the DA they mention they want to be environmentally friendly, where is the garbage containers and recycling containers going to be located?

Storage - will residents have outdoor storage units like most other apts

CRIME

1. We already live in a high crime neighbor that is canvased on a weekly basis. I have had my car broken into along with dozens of my neighbors. We have even had multiple condos and homes broken into, and a resident even woke-up to find a homeless man sleeping in her living room.

2. Our area is already full of "crimes of opportunity," putting in another large multi-family housing development will further exacerbate the crime. Studies show with crime increases with higher density growth and living.

Questions:

1. How are you really going to accommodate for all the cars and parking? Traffic? Noise?
2. What about all the cats, dogs, and animals the residents will own. Where will they walk them and let them out?
3. What about laundry facilities?
4. What is the required space from the substation to a housing unit?
5. Is there a water table issues to be aware of? Residents I spoke to said this was all swamp land and even now there is a water retention area near the area.
 - Please ask yourself, Is this really somewhere you would want to live?

The magnitude of this project is absurd and inconsiderate to the already established communities. Our condos were built 47-52 years ago, and I believe the patio homes were established in the 90's.

We already have 75 townhouses coming to 40th & 49 units are being built just North of the park on 40th
I ask that you don't allow the exceptions that have been proposed. Please do not allow podium parking. Please do not allow a 4th level of housing. Please do not allow a reduction in parking. Please do not allow 5-6 stories. Please stick to the code. Thank you.

**opening a can of worms*

PETITION OPPOSING THE PROPOSED DEVELOPMENT AT 935 COUNTRY HILLS DRIVE

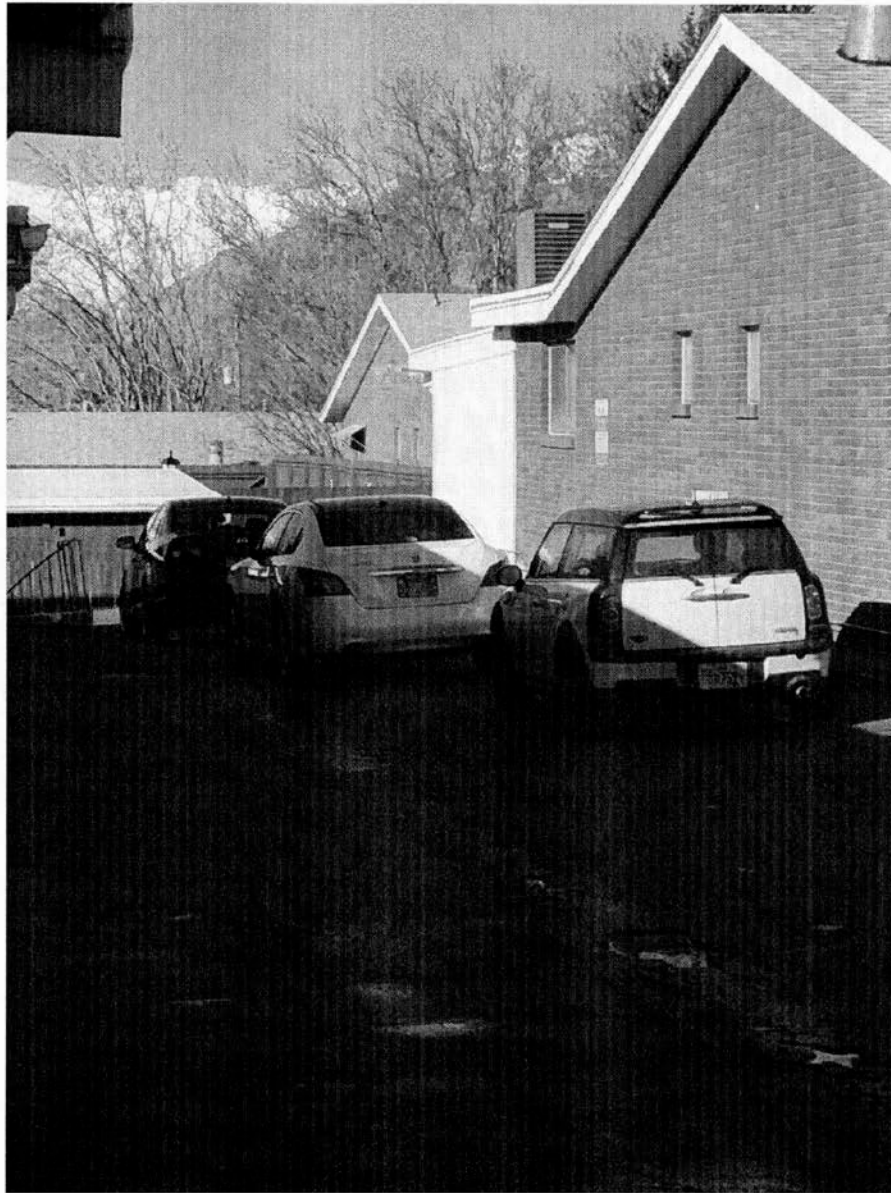
Homeowners opposed to the proposed multi-family high density housing development at 935 Country Hills Drive. We are opposed to this development due to, but not limited to: increase noise and traffic, increase in crime, insufficient parking, safety concerns, etc. The proposed building will now be 104 units (12: studio, 60: 1 bedroom, 32: 2 bedrooms) with 1.55 parking stalls per unit (= 161 parking spots). This building will be 4 stories high plus 1-2 stories of podium parking (5-6 stories tall). The other exceptions, the developers are petitioning for, are located on the letter from South Ogden City, dated June 1, 2020 (see attached).

NAME	ADDRESS	SIGNATURE	DATE
1. Michelle Dawson	4050 South 895 East, Ogden Utah	Michelle Dawson	6/10/2020
2. Wesley Dawson	4050 South 895 East, Ogden UT	Wesley Dawson	6/10/2020
3. Nikki Hansen	904 South 891 40th Ogden, Utah	(due to COVID - written permission given)	
4. Sundown High	904 COUNTRY HILLS DRIVE	Sundown High	6/10/2020
5. Mike Martus	908 Country Hills Drive	Mike Martus	6/10/2020
6. Senyellus	40645875E Ogden UT	Senyellus	6-10-2020
7. Stephanie Victorio	903 East 4050 South Ogden	Stephanie Victorio	6/10/2020
8. Sue Nielsen	915 E 4050 South Ogden	Sue Nielsen	6/10/2020
9. Karen Andersen	919 E 4050 S. Ogden	Karen Andersen	6/10/2020
10. Darsi Short	916 Country Hills Dr. Ogden	Darsi Short	6/10/2020
11. Leonard Vestel	912 Country hills Dr. Ogden	Leonard Vestel	6/10/2020
12. Aaron Lewis	4055 S. 895 E Ogden UT	Aaron Lewis	6-10-2020
13. Jerry Berchold	4051 S 895 E Ogden UT	Jerry Berchold	6-10-2020
14. Tina Berchold	4051 S 895 E	Tina Berchold	6-10-2020
15. Zane Petersen	4059 S. 895 E. Ogden, UT	Zane Petersen	6/10/2020
16. Kirby Wayment	4042 S 895 E Ogden, UT	Kirby Wayment	6/10/2020
17. Linda Welland	4064 S. 895 E Ogden, UT.	Linda Welland	6/11/2020
18. Heilee Carter	4012 S. 895 E Ogden UT	Heilee C. Carter	6/11/2020
19. Nikki Hansen	893 40th Ogden, UT	(written permission - due to covid)	
20.			



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<https://mail.google.com/mail/u/1/#inbox/FMfcgxwHNqDcDPQmkmzZLFNkdgChxDGd?projector=1&messagePartId=0.1>



<https://mail.google.com/mail/u/1/#inbox/FMfcgxwHNqDcDNLDIsLKSMcjBsVvkchS?projector=1&messagePartId=0.1>

1/2

6/11/2020

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<https://mail.google.com/mail/u/1/#inbox/FMfcgxwHNqDcDNKSBXSfQfRZldhqvdWR?projector=1&messagePartId=0.1>

1/2

Not Approved

Attachment B
Affirmations of Training

UNSWORN AFFIRMATION OF TRAINING

In accordance with the requirements of UCA §52-4-104 et. seq., Utah's Open and Public Meetings Act and pursuant to the provisions of UCA §78B-5-705,

I Raymond B. Rounds make this written declaration upon oath, subscribed and dated under penalty as provided by said section and affirm as follows:

I have completed the required annual training as a member of the

- City Council
- Planning Commission
- Urban Forestry Commission
- Other Covered Body: _____

By way of the following:

- Review of the 2010 State Legislature presentation (found in packet)
- 2016 video presentation by Dave Church found online at <https://www.youtube.com/watch?v=15V3WZY7ljs>
- Other: _____

Executed and Dated this 11th day of June, 2020

Raymond B. Rounds
Signature

UNSWORN AFFIRMATION OF TRAINING

In accordance with the requirements of UCA §52-4-104 et. seq., Utah's Open and Public Meetings Act and pursuant to the provisions of UCA §78B-5-705,

BRANDY HOWE
(please print) make this written declaration upon oath, subscribed and dated under penalty as provided by said section and affirm as follows:

I have completed the required annual training as a member of the

- City Council
- Planning Commission
- Urban Forestry Commission
- Other Covered Body: _____

By way of the following:

- Review of the 2010 State Legislature presentation (found in packet)
- 2016 video presentation by Dave Church found online at <https://www.youtube.com/watch?v=15V3WZY7ljs>
- Other: _____

Executed and Dated this 11 day of June, 2020



Signature

UNSWORN AFFIRMATION OF TRAINING

In accordance with the requirements of UCA §52-4-104 et. seq., Utah's Open and Public Meetings Act and pursuant to the provisions of UCA §78B-5-705,

I Michael Layton
(please print) make this written declaration upon oath, subscribed and dated under penalty as provided by said section and affirm as follows:

I have completed the required annual training as a member of the

- City Council
- Planning Commission
- Urban Forestry Commission
- Other Covered Body: _____

By way of the following:

- Review of the 2010 State Legislature presentation (found in packet)
- 2016 video presentation by Dave Church found online at <https://www.youtube.com/watch?v=15V3WZY7ljs>
- Other: _____

Executed and Dated this 11 day of June, 2020.

Michael Layton
Signature

UNSWORN AFFIRMATION OF TRAINING

In accordance with the requirements of UCA §52-4-104 et. seq., Utah's Open and Public Meetings Act and pursuant to the provisions of UCA §78B-5-705,

I JERRY B JONES (please print) make this written declaration upon oath, subscribed and dated under penalty as provided by said section and affirm as follows:

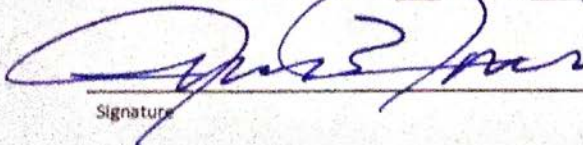
I have completed the required annual training as a member of the

- City Council
- Planning Commission
- Urban Forestry Commission
- Other Covered Body: _____

By way of the following:

- Review of the 2010 State Legislature presentation (found in packet)
- 2016 video presentation by Dave Church found online at <https://www.youtube.com/watch?v=15V3WZY7ljs>
- Other: _____

Executed and Dated this 15 day of JUNE, 2020



Signature

UNSWORN AFFIRMATION OF TRAINING

In accordance with the requirements of UCA §52-4-104 et. seq., Utah's Open and Public Meetings Act and pursuant to the provisions of UCA §78B-5-705,

I Scott Amos (please print) make this written declaration upon oath, subscribed and dated under penalty as provided by said section and affirm as follows:

I have completed the required annual training as a member of the

- City Council
- Planning Commission
- Urban Forestry Commission
- Other Covered Body: _____

By way of the following:

- Review of the 2010 State Legislature presentation (found in packet)
- 2016 video presentation by Dave Church found online at <https://www.youtube.com/watch?v=15V3WZY7ljs>
- Other: _____

Executed and Dated this 28th day of July, 2020.

Scott Amos

Signature