

**EAGLE MOUNTAIN CITY  
PLANNING COMMISSION MEETING MINUTES**

Tuesday, June 15, 2010 at 6:00 p.m.

Eagle Mountain City Conference Room, 1650 E. Stagecoach Run, Eagle Mountain, UT 84005

**Eagle Mountain City Planning Commission Policy Session – City Council Chambers**

COMMISSION MEMBERS PRESENT: Karleen Bechtel, Preston Dean, Bonnie ElHalta, John Linton and Tom Maher.

ELECTED OFFICIAL PRESENT: Donna Burnham, City Council.

CITY STAFF PRESENT: Steve Mumford, Planning Director; Mike Hadley, Senior Planner; Melanie Lahman, Deputy Recorder.

Planning Commission Chair Tom Maher called the meeting to order at 6:00 p.m.

1. Pledge of Allegiance

Tom Maher led the Pledge of Allegiance.

2. Declaration of Conflicts of Interest

None.

3. Approval of Minutes

A. May 25, 2010 Planning Commission Meeting Minutes

**MOTION:**            *John Linton moved to approve the May 25, 2010 minutes. Preston Dean seconded the motion. Those voting aye: Karleen Bechtel, Preston Dean, John Linton and Tom Maher. The motion passed with a unanimous vote.*

Bonnie ElHalta arrived at 6:03 p.m.

4. Status Report from City Council

A. Small Wind and Solar Energy Systems Code Amendment

Mr. Mumford explained that this item was approved at City Council with some changes. The conditional use process for windmills was changed to a building permit process with approval from the Planning and Energy Departments. The section on abandonment was removed, as was the phrase “to the greatest extent possible.”

Solar energy systems were approved with no restrictions on the location of the panels. The phrase “to the greatest extent possible” was removed from this section, also.

A net metering agreement will be brought before the City Council at their next meeting.

## B. Accessory Structures Code Amendment

The Council approved this item without changes.

## 5. Development Items

### A. Harmony Preliminary Plat – Action Item

The Harmony Preliminary Plat is a 772-acre project located southwest of the Overland Trails Subdivision and west of Sweetwater Road. The project contains 4,257 total single-family and multi-family lots/units, 27 acres of commercial land, six churches, a junior high school site, and various parks. This item was tabled from the May 11, 2010 meeting.

Mr. Maher said having CWP water prevents the developer from having to invest its money in water rights. Mr. Mumford wants to set up the agreement so the developer has to pay an annual fee to maintain rights to the water.

Mr. Mike Wren spoke in behalf of the applicant. He's a consultant to the owner. He said it sounds like the City needs more time to review this project.

On item 7, multi-family review: Mr. Mumford said that code was badly written for multi-family projects, so a hybrid code approval should apply. Mr. Wren said the master development agreement is valid until 2017. The staff condition as written nullifies the agreement, so the code under the agreement should apply until 2017. Mr. Linton said item 7 needs to be eliminated.

Mr. Wren said John Walden co-signed for the City on bonds in exchange for a favorable master development agreement.

On item 8, review of phases D, E, F: Mr. Wren said the language is not acceptable to the owner. Mr. Dean said it assumes that D, E & F would be developed last, but that's not necessarily the case. Ms. ElHalta said if Pole Canyon is annexed, that could happen. The commission members said that the City can't pick phases.

On item 13, utilities and easements, the condition doesn't limit the easements to those within Harmony. Mr. Wren said the applicant is already involved with the State Ombudsman's Office over land that the City has crossed without permission. He asked that the language specify "within the boundaries of Harmony."

On item 17, the water rights agreement referred to is too undefined. Mr. Wren said it looked to him like the City needs more time. Ms. ElHalta said the City has historically required developers to have water rights up front. Mr. Wren said that's true of final plats, but preliminary plats only require the developer to show it has water rights available. He pointed out developments that were approved without water rights and schools that are being served with water without having water rights.

Mr. Maher said the issue is December 31. Mr. Mumford said the City needs to create a standard form for water agreements, which can't be done until legal issues are resolved with Cedar Fort and CWP water. Since that can't be done for at least three months, another option would be to require water rights with the project.

Mr. Maher said requiring water is the only way to prevent developers to get vesting without having water. He asked what effect waiting for the new form would have on the applicant's deadlines. Mr. Wren said that the development agreement says any project not denied within 90 days after submittal is deemed approved. Mr. Maher said City Attorney Jerry Kinghorn didn't think that is applicable.

Ms. ElHalta asked what time limit is placed on the City signing. How can the City move the project ahead in a timely manner? What parts of the process can be completed while the City waits for the resolution of the lawsuit?

Mr. Wren suggested that completion of the agreement be required before the first plat in Harmony is approved.

Mr. Linton said that precedent shouldn't be set. He suggested that the agreement be written so that the water shares could be withdrawn in favor of CWP water.

Mr. Wren said that the applicant is working with potential industrial opportunities that will require some or all of that water.

Mr. Wren said it sounds like the City needs more time. Mr. Linton suggested working on another item and coming back to the water item later.

Mr. Wren said the architectural guidelines negate the development agreement. He said the only way commercial developers will build in City Center is by building more rooftops. Larger houses have a better profit margin, but create fewer rooftops. The language as written could change the lot sizes and make the subdivision impossible. Mr. Linton said he read it to mean construction materials and not lot sizes. This language would allow the developer to use materials that aren't currently available. Mr. Wren said he had confused one item with another. His concern was with architectural requirements. Mr. Maher said the City doesn't just want rooftops, it wants an attractive community.

Preston Dean was excused at 7:30 p.m.

Mr. Maher asked if Mr. Wren would be comfortable with using the 1997 code until 2017, then revert to the current code. Mr. Wren said that would be acceptable, as long as lot sizes were not included.

On item 3, Mr. Wren said the amount of improved open space exceeds the required amount by about 12 acres. The paragraph requires the multi-family projects to have their own open space, but the open space already exceeds the requirement. He would like one or the other. Mr. Wren said he would give up the 75% exterior if the applicant didn't have to put a park in between the multi-family units. The Planning Commission removed the last sentence of item 3.

The discussion returned to water. Mr. Maher suggested approving all the conditions with the exception of water rights. Mr. Mumford suggested tabling the project until the water rights issue is resolved. The Commission did not want any other issue remaining to be discussed.

Ms. ElHalta said the Commission needed to avoid writing verbiage that made the City liable, since they can't write legal language.

Mr. Wren specified that the applicant is slightly short of the water required for the entire project. He asked if the Commission could create a new condition list and just leave the water issue to be resolved. Ms. Bechtel asked if the Commission could table the project with all the conditions approved except for the water rights.

**MOTION:** *John Linton moved to table the Harmony preliminary plat until an agreement is reached regarding item 17, Water Rights, but that the staff report be revised as follows:*

1 Church Sites. The Project includes six church sites located throughout the development. In the event the church sites are not purchased, and remain undeveloped, the owner may elect to re-plate these blocks to a density of up to 3.86 dwelling units per acre. Half-width of the surrounding public streets may be included in the density calculations. No lot in any re-platted church block shall have a width of less than fifty feet, and no multi-family product may be platted on the church blocks. No lot or street configurations are vested for these parcels.

2 Junior High School Site. The Junior High School block has been reserved for a future school. In the event the school district does not choose this block for another school, the school block may be platted to a maximum density of 3.86 dwelling units per acre. Half-width of the surrounding public streets may be included in the density calculations. No lot in this re-platted block shall have a width of less than fifty feet, and no multi-family product may be platted on the school blocks. No lot or street configurations are vested for these parcels.

3 Improved Open Space. The improved open space areas are to be designed in detail along with each final plat or site plan application. All parks which are used as open space should have drainage piped through the park so that the park becomes usable and nuisance water is allowed to flow through, and bubble up when flows begin to exceed historical runoff. Also, a pad for pavilions, tot lots, and other amenities should be provided above the pond water mark to allow full use of these facilities without increasing the required maintenance. These will be designed with each phase of development.

4 Trails. The "development" trails shall be built along with the infrastructure for each associated subdivision.

5 Park Completion / Timing. A park must be designated with each final plat for partial improvement along with required infrastructure for that plat at time of submittal. Parks must be improved at a rate of at least 2.5 acres per 400 lots, or approximately 273 square feet per lot. For example, Plat A-1 includes 34 lots, so 9,282 square feet of park space plus amenities must be improved in a park within 1,320 feet of the plat as part of the infrastructure improvements for that plat. The location and type of improvements and amenities are to be approved as part of the final plat application. A fee-in-lieu of improved open space may be approved at the discretion of the City Council along with

each final plat application.

6 Alternative Block Designs. Blocks A through D as noted on the Preliminary Plat are to be platted and designed as either single-family detached courtyard or green court developments, substantially similar to the examples in Exhibit 3, or other similar product as approved by the Planning Commission and City Council. The homes/lots fronting onto a green court may have a minimum frontage of 35 feet, and the homes/lots fronting a public street may have a minimum frontage of 40 feet, with no garages facing the public street. The fronts of homes shall face the public street or the green court. The final design will be approved at the Final Plat and Site Plan stage. The City makes no guarantee that the density shown on the preliminary plat for these areas can be achieved.

7 Multi-Family Review. All multi-family or commercial site plans or plat applications for this project shall comply with the Eagle Mountain City 1997 Interim Development Code if submitted by the expiration of the Eagle Mountain Properties Master Development Agreement. All other multi-family and commercial applications shall comply with the current City Code at the time of submittal. These areas are not vested with density, and any reference to the number of units on the Preliminary Plat must be removed. The multi-family areas must be designed with appropriate density and product transitions between the single family lots and the high density or commercial areas.

8 Corner Lots. All corner lots shall contain a "corner cutoff" setback to allow for proper distance for gas and electric utilities to round the corners of a lot while still keeping the required distance from a building foundation. This includes taking a triangle out of the potential building pad measuring five feet each direction at the corner of the setbacks.

9 Phasing of Construction. Phasing shall generally follow the phasing included in the Project Overall Phase Index, but the City understands that variations to this phasing for various reasons will occur. Every phase shall include approved emergency vehicle access and turnaround, and no more than fifteen (15) lots may be built on a dead-end street or cul-de-sac.

10 Traffic Studies / Road Failures. All roads within the development that are not included in the City's Master Transportation Plan or Future Land Use and Transportation Corridors Plan must be paid for by the developer. The City Engineer shall have the discretion to require traffic studies with each final plat application, and if the next plat would likely reduce the level of service to D or worse on Eagle Mountain Boulevard, Sweetwater Road, or SR73, the developer would be required to fund the difference between the project cost and any impact fees previously collected by the City toward the required road project, under the terms of the Eagle Mountain Properties Master Development Agreement (2.6.7). An impact fee credit will then be applied to the Project to effectively reimburse the owner/developer for this additional cost over time.

11 Easements – Rocky Mtn Power, Mountain Bell. The cost of the Rocky Mountain Power facilities that run through this property shall be paid to the City by the developer to then be transferred to Rocky Mountain Power, as is done in other cities. The developer shall also pay for additional costs of connecting the Rocky Mountain Power facilities to the City's facilities in order to maintain service to downstream customers. The developer shall also work out a solution to the Qwest easements with Direct Communications and Qwest. These facilities shall be taken care of by the developer prior to recording any final plat that is affected by the facilities/easements.

13 Utility Services and Infrastructure Improvements. Except as provided in a reimbursement agreement which may be entered between the City and the Developer, the

Developer agrees to dedicate and donate free and clear of all encumbrances to the City all required spaces for the location of City owned utilities, utility facilities and improvements for the construction and use of utilities, roads, and other public ways within the boundaries of Harmony.

14 Off-Site Utilities. Necessary off-site utility improvements must be completed to the satisfaction of the City Engineer prior to issuance of any building permits in a phase that requires such off-site improvements.

15 Storm Drainage. Storm drain detention basins must be installed prior to issuance of any building permits for lots that would drain into such basin. Easements are required for all offsite storm drain infrastructure. Detention ponds that are designed to allow for a discharge may be designed as temporary retention ponds until the phasing allows for the completion of the offsite outfall storm drain, provided that an overflow storm drain can be provided. Drainage plans are required to be submitted along with each final plat for approval.

16 Street Names. The street names provided with this preliminary plat are considered reserved, following any changes required by City staff. Several streets require name changes for addressing and safety purposes, as well as avoiding any duplication or confusion, including: Doris Parkway (changed to Pole Canyon Boulevard), Brittany Street, Oquirrh View, Gracie Way, and Natahki Street (changed to Shumate Street), and others. Street names will require review and approval by the City staff prior to any final plat approvals.

17 Water Rights. The developer must sign an agreement with the City and comply with the terms of such agreement in order to utilize City-owned CWP water rights for this project. This agreement must include an approved quantification of the amount of water required for the vested single-family residential portion of the project, along with a requirement for payment of all of the initial CWP fees (reimbursement to the City) with the execution of the agreement. This agreement must be signed by the applicant/owner by December 31, 2010, or the approval of this preliminary plat is considered revoked, along with all vested rights. No final plat application may be processed until the agreement is signed and all terms of the agreement are met. The applicant may also choose to provide documentation guaranteeing privately owned water rights sufficient for the project by December 31, 2010.

18 Not-A-Part. The areas labeled "Not a Part" are not a part of the Project, and are not vested with any density, road configuration, or lot layout.

19 Fencing. Fencing or a decorative block wall is required to be installed by the developer for all rear lots along a collector or arterial road. This fencing shall be included in a bond with the City.

20 Architectural Standards. All homes within the development must comply with the Architectural Design Review standards found in Chapter XII-M of the 1997 Interim Development Code (except for XII-M-f) until the expiration of the Eagle Mountain Properties Master Development Agreement. All homes reviewed after that date shall be reviewed by the current code at time of submittal.

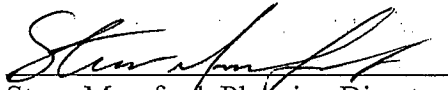
***Bonnie ElHalta seconded the motion. Those voting aye: Karleen Bechtel, Preston Dean, Bonnie ElHalta, John Linton and Tom Maher. The motion passed with a unanimous vote.***

8. Adjournment

Tom Maher adjourned the meeting at 7:51 p.m.

The next meeting will be a work session at 6:00 p.m. on June 28.

APPROVED BY THE PLANNING COMMISSION ON SEPTEMBER 14, 2010.



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Steve Mumford, Planning Director