Chairman Jeff Loris	AYE
Commissioner Bryan Pack	AYE
Commissioner Lance Anderson	AYE
Commissioner Bob Morris	AYE
Commissioner Doug Clifford	AYE

C. **Public Hearing on a proposed Preliminary Plan for Canyon Crossing, located at approximately the corner of Snow Canyon Parkway and Snow Canyon Drive. Canyon Crossing Investments, LLC-Owner. Sam Patel—Applicant.**

Cody Mitchell stated that this proposal is made by Sam Patel to divide the parcel from across the street at Tuacahn Drive and split down the center of the road that connects the two. This would allow the applicant to sell off the convenience store and a restaurant site and the canopy and pumps, separate from the retail space. They would have to incorporate a maintenance agreement to take care of the preservation of the asphalt, the landscape, the islands, concrete and lighting. They are well aware of that and willing to do that. **Commissioner Lance Anderson** stated is there anything that we split off that wouldn't go to the new property owner in agreements we have made? Any agreements the City has made that we need to think about? **Dale Coulam** stated parking will need to be agreed to, with shared ingress and egress. That would be included in the maintenance agreement. **Commissioner Lance Anderson** inquired do we need to see the maintenance agreement first, or is that done at City Council? **Dale Coulam** stated it would be a subdivision, so we could require a development agreement. Either they come up with maintenance agreement that runs with the land that's recorded, or we do a development agreement that gets recorded. **Commissioner Lance Anderson** inquired what about fire? Any conflict there? **Dale Coulam** stated no it would be a shared agreement that would be as if it was one owner. Similar to Movara and Azalea, where they have shared ingress and egress. That is not uncommon. What makes this a little more uncommon is that it also needs to include the parking. **Commissioner Bryan Pack** stated there is no use changes being proposed? **Cody Mitchell** stated the use is the same. There is no application to change the use. **Chairman Jeff Loris** opened the Public Hearing. Mike Scott stated that he lives on Grandview Drive. Two issues he sees with this plan is that something has changed that makes parking inadequate. The staff report stated three restaurants and the original plan had only two in the plan itself and in the parking calculations. If there is a third restaurant, retail only requires four parking spaces but restaurants require twelve. The original plan shows 91 spaces that was two more than they needed for all the uses. No matter which space a third restaurant was in, there needs to be more parking than there is currently. The proposed lot one will not have sufficient parking in itself, and the commercial uses require 42 parking spaces, but there are only 21 parking spaces, if separated into its own lot. The staff report stated that the applicant will work on a maintenance agreement and create an association to enforce that, so it may allow lot one to have parking on lot two, but shouldn't they each meet all of the City's requirements separately? The City should approve an agreement before approving this plan to separate. Second, how do they assure the agreement doesn't get altered? Just because you record it, doesn't mean the owners couldn't change it. What mechanism is in place to ensure that the City remembers this parking agreement exists long into the future? Over time, people come and go on the Planning Commission, City Council, Staff and unfortunately so do our memories. In time, if forgotten, this agreement could leave lot 1 high and dry and undermine the reason for having the required parking in the first place. Dan Brown stated that he lives at Praya Drive and wonders why does the developer keep

making changes? Just say no. How does this help our City? Hearing no further comments, **Chairman Jeff Loris** closed the Public Hearing.

D. Discuss and consider recommendation of a proposed Preliminary Plan for Canyon Crossing, located at approximately the corner of Snow Canyon Parkway and Snow Canyon Drive. Canyon Crossing Investments, LLC-Owner. Sam Patel—Applicant.

Chairman Jeff Loris stated there is an agreement to keep up with the surface above, but what about the surface below? There are three or four 10k gallon tanks that border es the subdivision line, their agreement needs to have an understanding if there is any damage or leaking from this. Councilmember McDonald had to do several reports with the federal government to see if his land was contaminated by the ground adjacent to his. Mike Scott and Dale Coulam stated if ownership can give a buffer around this potential contamination area and maybe come up and jog across the middle, it may add some parking stalls and solve the issue of parking as well as contamination. **Dale Coulam** stated the Conditional Use Permit limits it to two restaurants only. They had asked for three originally, and were told they don't have enough parking for it. Their hope was that operating this it into the future they could prove they wouldn't use all the parking spaces we required. Therefore, they may have a slim chance of getting a third restaurant approved in the future. As for an agreement, the City needs to be party to that, and a development agreement is the best way to go. Recording it helps to jog memories when you check it. He is concerned about any potential environmental hazards and at a minimum disclose that to the owner of lot two. **Commissioner Bryan Pack** inquired what if we just said liability is joint and several? **Dale Coulam** stated the entire parcel may need to be used for that cleanup, and we need access to that entire parcel to clean up if there was a potential leak. It would be joint and several liability between both lot owners. That alone may kill the subdivision. **Commissioner Bryan Pack** stated that essentially means they are both fully liable for whatever happens. **Commissioner Lance Anderson** stated if they make it an HOA they can dedicate is common area and they get an easement for that tank and they could have in the easement who is responsible for the tank. That way you don't kill the subdivision, because we are not changing the uses at all, just how it functions. They could dedicate that parking to the HOA and give easements for the tank and who is responsible for them in the easement, and this all gets mentioned in the development agreement. **Commissioner Bryan Pack** stated but that is not what is being presented today. **Doug Coulam** stated that parties to an HOA agreement is not as strong as joint and several liability because that is the entire parcel that stands behind cleaning up that site if that needs to be done. We can close the Public Hearing and give the owners a chance to determine how they are going to resolve these issues. **Commissioner Lance Anderson** stated lighting as well. If they separate off, we want that agreement to stay to what we approved. **Doug Clifford** stated we want to be sure that with splitting these parcels, the total of the two properties still equal the uses they have. **Chairman Jeff Loris** stated the property line can be modified and moved to create more parking and create a buffer for any subsoil contamination. **Commissioner Bryan Pack** stated even a shared parking agreement would solve that. How the City remembers is a good point. It would be a recorded agreement, but up to the City to remember in the future. **Commissioner Lance Anderson** stated that every agreement we do has that. 10 years go by and we have to recall what the people that made that agreement were trying to tell us. **Commissioner Bryan Pack** stated that a recorded development agreement would be the way to do that.

MOTION: Commissioner Bryan Pack moved to table recommendation of a proposed Preliminary Plan for Canyon Crossing, located at approximately the corner of Snow

Canyon Parkway and Snow Canyon Drive. Canyon Crossing Investments, LLC-Owner. Sam Patel—Applicant.
SECOND: Commissioner Doug Clifford
VOTE: The motion carried.

Chairman Jeff Loris	AYE
Commissioner Bryan Pack	AYE
Commissioner Lance Anderson	AYE
Commissioner Bob Morris	AYE
Commissioner Doug Clifford	AYE

4) DISCUSSION AND POTENTIAL ACTION ITEMS--

A. Discuss and consider approval of Red Desert Phase 5 Final Plat, located at approximately Red Desert Trail. Red Earth Development Co, Inc-Owner. Rob Roush-Applicant.

Cody Mitchell stated this is two lots on 1.01 acres and zoned RE-15. The Preliminary Plan was approved in February 2015 and the applicant is just adding two lots to the final plat. Lot #7 and Lot #9 are the two lots with this application.

MOTION: Commissioner Bryan Pack moved to approve Red Desert Phase 5 Final Plat, located at approximately Red Desert Trail. Red Earth Development Co, Inc-Owner. Rob Roush-Applicant.
SECOND: Commissioner Doug Clifford
VOTE: The motion carried.

Chairman Jeff Loris	AYE
Commissioner Bryan Pack	AYE
Commissioner Lance Anderson	AYE
Commissioner Bob Morris	AYE
Commissioner Doug Clifford	AYE

B. Discuss update on exteriorcolors.

Dale Coulam stated that the Governor issued a letter requesting a special session that starts on the 19th at 9:30, and included in the list of things to be considered were building regulations. What happened to HB98 was it got vetoed, not because of building regulations, but because FEMA objected it would remove flood insurance for 226 cities in the State. The bill has now split apart and the building regulations will be a separate bill. The League was not opposed to it and the Governor said he wanted cities to do those things to help with affordable housing and that he intended to sign the bill if the FEMA objection was corrected. He expects we will see it come out in a different form, under a different number. He has not seen what those regulations are yet, but it will be in the special session. **Commissioner Lance Anderson** stated they are changing it all for affordable housing. They are changing building regulations for the entire state? **Dale Coulam** stated yes Legislature and Senate. It came to the Governor as a passed bill. **Commissioner Bob Morris** inquired if we heard from the Ombudsman? **Dale Coulam** stated not yet. **Commissioner Doug Clifford** stated what is the take on the gist of the Governor's reasoning for doing this? **Dale Coulam** stated that the Governor came through the ranks of local government and he is pro-local control and a lot of things are being pushed through right now under the reasoning of affordable housing. There is a huge demand for housing in the state, and they are convinced the more regulations we put on them, the more unaffordable a home becomes. **Commissioner Lance Anderson** stated and in the same breath we say we have no water for any of them. It makes no sense. We have spent years trying to keep local government