I. Recommendation

Staff recommends that the Snyderville Basin Planning Commission (SBPC) review the proposed amendments to the Silver Creek Village Center Development Agreement (Development Agreement), conduct a public hearing, and choose one of the following options:

1. Vote to forward a positive recommendation to the Summit County Council (SCC) based on articulated Findings of Fact and Conclusions of Law.
2. Vote to forward a negative recommendation to the SCC based on articulated Findings of Fact and Conclusions of Law.

II. Project Description

Project Name: Silver Creek Village Center Development Agreement Amendment
Applicant(s): Village Development Group LLC
Property Owner(s): Village Development Group LLC
Location: 1473 Dogwood Court
Parcel: SCVC-2-80
Zone District: SPA/RR
Final Land Use Authority: County Council

III. Vicinity Map

[Map image of Lot 80 Parcel 22.1]
IV. Proposal / Background

The applicant is proposing the following amendments to the Development Agreement that are specific to Lot 80 of the Lot 2 Subdivision (Parcel 22.1) (EXHIBIT A).

1. An amendment to measure height from a modified grade.
2. An amendment to allow an increase in height from thirty-two (32) feet to forty-five (45) feet.
3. An amendment to add language to the Development Agreement allowing Parcel 22.1 to “have a unit mix between market rate and affordable housing units of sixty-five percent (65%) affordable units.”
4. An amendment to remove the maximum lot size.

The SBPC held a work session on February 12, 2019 (EXHIBIT B: meeting minutes), a public hearing on October 22, 2019 (meeting minutes not available), and a site visit on November 12, 2019.

V. Identification and Analysis of Issues

The proposed amendments and Staff’s analysis are described below.

1. An amendment clarifying where the height of structures is measured from on Parcel 22.1. The applicant is proposing to amend the following exhibits in the Development Agreement; Exhibit C1: Parcel Standards, and Exhibit I1: Development Standards, with the addition of the following language:

   “Building heights shall be measured as defined in the Code with the exception of Parcel 22.1 which shall be measured from the grades established on Exhibit 2 attached and incorporated into the First Amendment to the Development Agreement for the Silver Creek Village Specially Planned Area.”

Height in the Silver Creek Village Center is measured in accordance with Section 10-4-22(B) of the Code which states:

   “Height of the perimeter of a structure shall be measured from existing grade or finished grade, whichever measurement is greater…”

This amendment is being proposed due to the existing conditions of Parcel 22.1. Sewer ponds previously existed on this Parcel and the applicant is requesting to add fill to those areas, raising the existing grade level between eight (8) and fourteen (14) feet. The applicant is proposing to measure height from that modified grade.

Staff Analysis

Staff’s observation of the existing condition of Parcel 22.1 is that development could occur without the need to fill the site. While the existing road is located above the lot, a condition not uncommon to many lots in the Snyderville Basin, most of the lot itself is a large, flat area.
If the SBPC finds that fill is necessary to develop the lot, Staff would recommend that the existing height allowance of thirty-two (32) feet be maintained, rather than allowing a height increase to forty-five (45) feet as the applicant is requesting (see #2 below). If eight (8) to fourteen (14) feet of fill is added to the site in conjunction with a forty-five (45) foot height limit, the buildings could be between fifty-three (53) and fifty-nine (59) feet high from existing grade. The result of the request is that structures built on Parcel 22.1 are being granted a height exception.

2. An amendment to Exhibit 11: Development Standards, to allow an increase in height on Parcel 22.1 from thirty-two (32) feet to forty-five (45) feet.

Per the applicant, the requested height increase is directly related to a future affordable housing project anticipated for the site. While the County has not received an application for development on Parcel 22.1, the applicant previously stated the intent is to reuse the same plans that were approved for Mountainlands Community Housing Trust (Mountainlands) on Lot 1 of the Lot 9 Subdivision. (Note: Those buildings were proposed and approved at the forty-five (45) foot height limit, without the need to modify the grade).

**Staff Analysis**

Per the Agreement, Parcel 22.1 is designated as VR3 (Village Residential 3). The applicant stated that other parcels with a designation of VR3 in the Village Center are subject to a forty-five-foot (45’) height limit. While true, the remaining VR3 parcels are located in a concentrated area, not on the perimeter of the project. Also, the forty-five (45) foot allowance is in addition to the height created by modifying the existing grade per item 1 above.
Based on exhibits in the Agreement, such as the Illustrative Plan and Building Use Plan, in addition to specific parcel standards that regulate height and setbacks, Staff understood that the Village Center was to contain the highest concentrations of density, including taller buildings in the center of the project. The density would then gradually feather out from the center, allowing the edges of the development to transition into the adjacent open areas.

This is further supported by language in the Design Guidelines for the Village Center (which are not part of the Development Agreement and are not administered by Staff) that reference Town-Building Principles and states:

“And at the “edge of town”, the planning patterns soften and begin to transition to the surrounding open spaces. The lots are larger and a little farther apart. This planning philosophy results in a finely woven fabric of land uses based on town-building traditions.”

3. An amendment to Exhibit I1: Development Standards, adding language allowing Parcel 22.1 to “have a unit mix between market rate and affordable housing units of sixty-five percent (65%) affordable units.”

Staff asked the applicant to explain why this amendment is being requested and how the mix of market units to affordable units would affect the integration of the rest of the required workforce units throughout the entire project.
Applicant’s response:

“Our plan is to have an affordable for rent project on either all or a large portion of parcel 22.1. It has been very difficult to make the affordable for rent projects work from a financial basis. It is anticipated that this parcel will be submitted for LITC funding. To score LITC points it is necessary to have a high ratio of affordable units in the project. This amendment will help the project better meet the points system for the LITC submittal. This would create a higher concentration of affordable units on parcel 22.1. We feel this would still be a net positive for the overall development. The height increase helps with the financial difficulties of building a for rent affordable project. Furthermore, it is intended to recirculate the multifamily design that was used on parcel 7.1 that has previously been approved by the Planning Commission. Also, we feel there is an environmental benefit for going higher vertical as opposed to spreading out more. The cost for cooling and heating go down as you go more vertical. We feel this is important for an affordable project. Furthermore, the other VR3 parcels throughout the project have a height limit of 45 feet so it consistent with other VR3 Parcels.”

Staff Analysis

The request for a high percentage of affordable units on parcel 22.1 resurrects the discussion of integration of workforce housing in the development.

Section 5.2.2.2 of the Development Agreement states:

“35% of the first 271 units (95 units) within the Project shall be workforce units. Thereafter, any future development shall have a proportionate number of workforce units of not less than 25% of the total units as workforce units until the total obligation of workforce units is satisfied.”

While the language does not specify a maximum number of workforce units allocated for a parcel, there are other sections of the Development Agreement that should be taken into consideration as well; for example:

Section 5.2.2.3 of the Development Agreement states:

“A variety of unit types and styles will be provided with no more than 60% of one WUE unit type provided throughout the Project.”

Concentrating the units in a limited number of parcels and reusing a previous plan is less likely to result in a variety of unit styles, types, and sizes.

Section 5.2.2.16 of the Development Agreement states:

“Units will be consistent with the character of the surrounding neighborhood and/or development. The exterior design, materials and finishes shall be the same as surrounding market units, but the interiors may have different finishes, appliances,
etc. Workforce units will generally be located throughout the Project and integrated within the community.”

The intent of the Development Agreement was to ensure that workforce housing be distributed throughout the project, to ensure a variety of unit styles, types, sizes, and variation in pricing.

4. **An amendment to Exhibit I1: Development Standards, to remove the maximum lot size.**

The Development Agreement restricts the maximum lot sizes created on Parcel 22.1 to 4,000 SF. The applicant is requesting to remove this restriction because “...it won’t work for any type of apartment, condo, or assisted living project...the only product types that the...maximum lot size would work for is townhomes and single family lots...we think it was an oversight in the standards sheet...”

**Staff Analysis**

Staff does not agree that the maximum lot size was an “oversight in the standards sheet”. This is again supported by the language previously mentioned in Staff’s Analysis in #2 above.

VI. **Recommendation**

Staff recommends that the SBPC review the proposed amendments to the Development Agreement, conduct a public hearing, and choose one of the following options:

1. Vote to forward a positive recommendation to the SCC based on articulated Findings of Fact and Conclusions of Law.
2. Vote to forward a negative recommendation to the SCC based on articulated Findings of Fact and Conclusions of Law.

**Attachments**

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit A</td>
<td>Proposed Amendments</td>
</tr>
<tr>
<td>Exhibit B</td>
<td>February 12, 2019 SPBC Meeting Minutes</td>
</tr>
</tbody>
</table>
FIRST AMENDMENT
TO DEVELOPMENT AGREEMENT
FOR THE SILVER CREEK VILLAGE SPECIALLY PLANNED AREA

SNYDERVILLE BASIN, SUMMIT COUNTY, UTAH

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE SILVER CREEK VILLAGE SPECIALLY PLANNED AREA (the “Amendment”) is made and entered into as of _________, 2019 (the “Amendment Date”) by and among SUMMIT COUNTY, a political subdivision of the State of Utah, by and through its County Council (the “County”); LIBERTY CAPITAL LENDING, LLC, a Utah limited liability company (“Liberty”); and VILLAGE DEVELOPMENT GROUP INC., a Utah corporation (“Village”).

RECITALS

A. Liberty and Gayle Larsen, an individual (“Larsen”), each as a “Developer”, and the County entered into that certain Development Agreement for the Silver Creek Village Specially Planned Area, dated August 4, 2015 and recorded with the Summit County Recorder on August 6, 2015 as Entry No. 01025271 (the “DA”).

B. By Warranty Deed dated September 13, 2016, recorded with the Summit County Recorder on September 28, 2016 as Entry No. 01054773, Liberty transferred a portion of the Project to Village, who, as a result of this transfer and pursuant to Sections 1.17, 7.2, and 7.3 of the DA, was fully substituted as a “Developer” under the DA as to that portion of the Project transferred to Village.

C. On February 8, 2017, Liberty, Larsen, and Village executed that certain Silver Creek Village Center Subdivision Plat, which was recorded with the Summit County Recorder on April 4, 2017 as Entry No. 1066785 (the “Plat”).

D. In connection with the Plat, by Special Warranty Deed with Covenants dated February 8, 2017, recorded with the Summit County Recorder on April 7, 2017 as Entry No 01066998, Liberty conveyed to the Snyderville Basin Special Recreation District (“SBSRD”), Lot 1 and Lot 19 on the Plat, also known as Parcels 11.3 and 10.1 in the DA (collectively, the “Community Park Parcel”), and reserved unto Liberty “the right to amend any portion of the Development Agreement, without the signature or approval of [SBSRD], so long as such amendment does not touch or physically impact the [Community Park Parcel]”.

E. By General Warranty Deed dated April 19, 2017, recorded with the Summit County Recorder on April 19, 2017 as Entry No. 01067596, Larsen transferred her entire portion of the Project (the “Larsen Parcel”) to CW LARSEN VILLAGE, LLC, a Utah limited liability company (“CW”), who, as a result of this transfer and pursuant to Sections 1.17, 7.2, and 7.3 of the DA, was fully substituted as a “Developer” under the DA as to the Larsen Parcel.
F. Pursuant to Section 13.b. of that certain Restated Exchange and Cost Sharing Agreement for Silver Creek Village Area Basic Shared Infrastructure dated April 19, 2017, recorded with the Summit County Recorder on April 20, 2017 as Entry No. 01067699 (the “Restated Exchange and Cost Sharing Agreement”), CW acknowledged and agreed that (1) Village’s rights as “Developer” under the DA are superior and prior to those rights of CW under the DA, and (2) Village has the sole right as “Developer” under the DA to amend or modify the DA so long as such modification does not impair the entitlements secured to the Larsen Parcel as set forth in the Restated Exchange and Cost Sharing Agreement and does not create an adverse financial impact on the development with the Larsen Parcel.

G. The DA applies to real property more particularly described on Exhibit A attached and incorporated herein.

H. By this Amendment, the County, Liberty, and Village (collectively, the “Parties”) desire to amend the DA pursuant to the terms and provisions of this Amendment.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation/Interpretation. All of the terms of the DA are incorporated into this Amendment, except as revised below. In the event of a conflict between the DA and this Amendment, this Amendment shall control. Capitalized terms in this Amendment shall have the same meaning given in the DA, except if there is a conflict, then this Amendment’s definition shall control. The Parties acknowledge the truth and accuracy of the above recitals and incorporate the same herein by this reference.

2. Amendment of Exhibit I1; Site-Specific Development Standards. The site-specific standards for Parcel 22.1, and in particular the Maximum Building Height standard, contained in Exhibit I1 (Development Standards) of the DA are amended and modified as set forth in Exhibit 1, attached to and incorporated into this Amendment, to provide that the allowed Maximum Building Height within Parcel 22.1 shall be 45 feet. The sentence of Exhibit C1 of the DA stating that “BUILDING HEIGHTS SHALL BE MEASURED AS DEFINED IN THE CODE” is hereby partially amended to provide that, with respect to Parcel 22.1 only, building heights shall be measured from the “rehabilitated grade” of Parcel 22.1. Exhibit 2 attached to and incorporated into this Amendment contains the depiction and standards of the “rehabilitated grade” for Parcel 22.1 identified by the cuts or fills required to the existing elevations of Parcel 22.1 (depicted on Exhibit 2) in order to bring Parcel 22.1 to the depicted “pad” or, for purposes of this Amendment, “rehabilitated grade”; therefore, this new rehabilitated grade becomes the basis for the measurement of building heights on Parcel 22.1. Parcel 22.1 may also have a unit mix between market rate and affordable housing units of sixty-five percent (65%) affordable housing units. Also, the maximum lot size requirement of 4,000 square feet will be deleted from the site specific standards sheet in Exhibit 1.

3. Ratification. The DA, as amended herein, shall remain in full force and effect.

[Signatures and Acknowledgements Follow]
DATED as of the Amendment Date.

COUNTY:
COUNTY COUNCIL OF
SUMMIT COUNTY, STATE OF UTAH

_____________________________
Kim Carson, Chair

ATTEST:

_____________________________
Kent Jones, County Clerk

APPROVED AS TO FORM:

_____________________________
David L. Thomas, Chief Civil Deputy

COUNTY ACKNOWLEDGMENT

STATE OF _____________ )
    : ss
COUNTY OF ___________ )

The foregoing First Amendment to Development Agreement for the Silver Creek Village Specially Planned Area was acknowledged before me this ____ day of __________, 2019 by the Chair of the Summit County Council and the County Clerk of Summit County, State of Utah.

_____________________________
NOTARY PUBLIC

[Signatures continue on following page]
LIBERTY:

LIBERTY CAPITAL LENDING, LLC,
a Utah limited liability company

Matt Lowe, Manager

LIBERTY ACKNOWLEDGMENT

STATE OF ___________ )
COUNTY OF ___________ )

The foregoing First Amendment to Development Agreement for the Silver Creek Village Specially Planned Area was acknowledged before me this ___ day of __________, 2019 by Matt Lowe, Manager of Liberty Capital Lending, LLC, a Utah limited liability company.

NOTARY PUBLIC

[Signatures continue on following page]
VILLAGE:

VILLAGE DEVELOPMENT GROUP INC.,
a Utah corporation

____________________________________
Matt Lowe, President

VILLAGE ACKNOWLEDGMENT

STATE OF _____________ )
COUNTY OF ___________ )

The foregoing First Amendment to Development Agreement for the Silver Creek Village Specially Planned Area was acknowledged before me this ___ day of __________, 2019 by Matt Lowe, President of Village Development Group Inc., a Utah corporation.

____________________________________
NOTARY PUBLIC
EXHIBIT A
TO FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
FOR THE SILVER CREEK VILLAGE SPECIALLY PLANNED AREA

[Legal Description]

A tract of land located in the West Half (W2) and the Southwest Quarter of the Southeast Quarter (SW4SE4) of Section 15, the Southeast Quarter (SE4) of Section 16, the Northeast Quarter of the Northeast Quarter (NE4NE4) of Section 21 and the Northwest Quarter of the Northwest Quarter (NW4NW4) of Section 22, all in Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah described as follows:

BEGINNING at a stone marking the corner common to Sections 15, 16, 21 and 22 in Township 1 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 00°24'00" East 1195.99 feet (1193.81 feet by deed) to a point 1162.00 feet southerly measured perpendicularly to the southerly right of way line of Utah Department of Transportation Highway Project No.'s 76-D and 76(14), said point also being the southeast corner of that certain tract of land recorded in Book 113 at Page 461 as Entry No. 146301 of deeds in the Summit County Recorder records; thence North 83°50'00" West 943.52 feet along the south line of said tract to a point on the easterly right of way line of the North Pace Frontage Road described in Book 1311 at Page 196 as Entry No. 561234 of said records; thence northerly along a non-tangent 787.40 foot radius curve to the right 533.24 feet through a central angle of 38°48'07", said arc having a chord bearing North 09°26'52" East 523.11 feet to a point on the southerly right of way line of Interstate Highway I-80, Project No. I-80-4(31) recorded in Book 1M at Page 48 as Entry No. 100938; thence following said I-80 right of way line the following five (5) courses: (1) northeasterly along a non-tangent 991.74 foot radius curve to the right 465.59 feet through a central angle of 26°53'56", said arc having a chord bearing North 45°09'40" East 461.33 feet, (2) North 59°20'08" East 790.30 feet, (3) thence North 58°36'38" East 345.57 feet, (4) North 31°23'22" West 25.00 feet, and (5) North 58°42'38" East 1135.86 feet to the southerly boundary of Silver Gate Drive; thence along the southerly boundaries of said Silver Gate Drive the following three (3) courses: (1) South 30°55'32" East 32.42 feet (South 30°31'33" East by prior survey Entry No. 262095 of the Summit County records); (2) southeasterly along a 235.00 foot radius curve to the left 150.78 feet through a central angle of 36°45'46", said arc having a chord bearing South 49°18'25" East 148.21 feet; and (3) South 67°41'18" West 792.02 feet (South 68°16'19" East by prior survey) to the westerly boundary of the Park City Fire Service District property recorded in Book 2353 at Page 818 as Entry No. 1045653; thence along said westerly boundary and the westerly and southerly boundaries of the Snyderville Basin Water Reclamation District property recorded in Book 860 at Page 373 as Entry No. 422249 the following two courses: (1) South 00°24'00" West 2061.88 feet, and (2) South 89°43'02" East 724.58 feet (748.50 feet by deed) to the east boundary of that certain parcel described in Book 264 at Page 367 as Entry No. 207308 of said records; thence along said east boundary South 1345.66 feet to the northeast corner of Lot 9, Silver Creek Commerce Center, Plat C; thence along the northerly boundary of said Plat C and Silver Creek Commerce Center, Plat A, the following three (3) courses: South 58°25'15" West 600.50 feet, (2) South 77°33'34" West 304.97 feet, and (3) South 76°22'47" West 325.40 feet to the easterly boundary of said Silver Creek Center Condominiums; thence along the easterly and northerly boundaries of said Silver Creek Center Condominiums and the Silver Creek Business Park Amended the following two (2) courses: (1) North 00°11'30" West 139.14 feet, and (2) North 89°43'02" West 1160.28 feet to the northwest corner of Lot 7, Silver Creek Business Park Amended; thence along the easterly boundary of the North Pace Frontage Road the following four (4) courses: (1) northwesterly along a non-tangent 1462.39 foot radius curve to the left 732.07 feet through a central angle of 28°40'55", said arc having a chord bearing North...
45°39'32" West 724.45 feet, (2) North 60°00'00" West 336.18 feet, (3) northwesterly along a 1402.39 foot radius curve to the right 150.91 feet through a central angle of 06°09'56", said arc having a chord bearing North 56°55'02" West 150.84 feet, and (4) North 28°43'02" West 68.48 feet to the south line of said Section 16; thence along said south line South 89°39'03" East 267.29 feet to the point of BEGINNING.

LESS AND EXCEPTING a tract of land located in the West Half (W2) of Section 15, the Southeast Quarter (SE4) of Section 16, the Northeast Quarter of the Northeast Quarter (NE4NE4) of Section 21 and the Northwest Quarter of the Northwest Quarter (NW4NW4) of Section 22, all in Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah described as follows:

BEGINNING at a stone marking the corner common to Sections 15, 16, 21 and 22 in Township 1 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 00°24'00" East 1195.99 feet (1193.81 feet by deed) to a point 1162.00 feet southerly measured perpendicularly to the southerly right of way line of Utah Department of Transportation Highway Project No.'s 76-D and 76(14), said point also being the southeast corner of that certain tract of land described in Book 113 at Page 461 of deeds in the Summit County Recorder records; thence North 83°50'00" West 943.52 feet along the south line of said tract to a point on the easterly right of way line of a frontage road described in Book 1311 at Page 196 of said records; thence northerly 533.24 feet along a non-tangent 787.40 foot radius curve to the right through a central angle of 38°48'07", said arc having a chord bearing North 09°26'52" East 523.11 feet to a point on the southerly right of way line of Interstate Highway I-80, Project No. I-80-4(31); thence following said I-80 right of way line the following five (5) courses: (1) northeasterly 465.60 feet along the arc of said curve through a central angle of 26°53'56", said arc having a chord bearing North 45°09'40" East 461.33 feet, (2) North 59°20'08" East 790.30 feet, (3) thence North 58°36'38" East 345.57 feet, (4) North 31°23'22" West 25.00 feet, and (5) North 58°42'38" East 1135.86 feet to the southerly boundary of Silver Gate Drive recorded in a Boundary Adjustment Agreement recorded in Book 2368 at Page 1213 as Entry No. 1051989; thence along the southerly boundaries of said Silver Gate Drive the following three (3) courses: (1) South 30°55'32" East 32.42 feet (South 30°31'33" East by prior survey Entry No. 262095 of the Summit County records), (2) southeasterly along a 235.00 foot radius curve to the left 150.78 feet through a central angle of 36°45'46", said arc having a chord bearing South 49°18'25" East 148.21 feet, and (3) South 67°41'18" East 792.02 feet (South 68°16'19" East by prior survey) to the westerly boundary of the Park City Fire Service District property recorded in Book 2353 at Page 818 as Entry No. 1045653; thence along said westerly boundary and the westerly boundary of the Snyderville Basin Water Reclamation District property recorded in Book 860 at Page 373 as Entry No. 422249 South 00°24'00" West 604.31 feet (South 00°02'46" West by deed); thence South 87°03'48" West 257.91 feet; thence northwesterly 951.94 feet along a non-tangent 465.00 foot radius curve to the left through a central angle of 117°17'42", said arc having a chord bearing North 62°30'30" West 794.20 feet; thence South 58°50'39" West 69.63 feet; thence southwesterly 65.33 feet along a 250.00 foot radius curve to the right through a central angle of 14°58'24", said arc having a chord bearing South 66°19'51" West 65.15 feet; thence South 73°49'03" West 78.34 feet; thence southwesterly 225.28 feet along a 350.00 foot radius curve to the left through a central angle of 36°52'44", said arc having a chord bearing South 55°22'41" West 221.41 feet; thence South 53°03'42" East 125.00 feet; thence southwesterly 65.73 feet along a non-tangent 225.00 foot radius curve to the right through a central angle of 16°44'21", said arc having a chord bearing South 28°34'07" West 65.50 feet; thence southwesterly 21.11 feet along a reverse 15.00 foot radius curve to the right through a central angle of 80°38'33", said arc having a chord bearing South 60°31'13" West 19.41 feet; thence southerly 381.71 feet along a reverse 255.00 foot radius curve to the left through a central angle of 85°45'56", said arc having a chord bearing South 57°57'31" West 347.06 feet; thence South 15°04'34" West 567.67 feet; thence southwesterly 181.14 feet along a 670.50 foot radius curve to the right through a central angle of 15°28'45", said arc having a chord bearing South 22°48'56" West 180.59 feet; thence South 30°33'18" West 281.92 feet; thence southerly 283.17 feet along a 529.50 foot radius curve to the left through a central angle of 30°38'28", said arc having a chord bearing South 15°140'04" West 279.81 feet; thence South 00°05'09" East
210.71 feet; thence southeasterly 507.60 feet along a 630.00 foot radius curve to the left through a central
angle of 46°09'51", said arc having a chord bearing South 23°10'05" East 493.98 feet; thence southerly
272.99 feet along a non-tangent 239.00 foot radius curve to the left through a central angle of 65°26'43",
said arc having a chord bearing South 07°36'49" East 258.39 feet; thence South 35°53'39" East 2.50 feet;
thence South 54°06'21" West 40.12 feet; thence southwesterly 64.27 feet along a 235.50 foot radius curve
to the right through a central angle of 15°38'08", said arc having a chord bearing South 61°55'25" West
64.07 feet; thence southwesterly along a reverse 172.75 foot radius curve to the left 115.25 feet through a
central angle of 38°13'24", said arc having a chord bearing South 50°37'47" West 113.12 feet; thence
southwesterly 18.54 feet along a reverse 85.50 foot radius curve to the right through a central angle of
12°25'18", said arc having a chord bearing South 37°43'44" West 18.50 feet; thence southwesterly 112.62
feet along a reverse 532.50 foot radius curve to the left through a central angle of 12°07'02", said arc having
a chord bearing South 37°52'52" West 112.41 feet; thence South 31°49'21" West 67.77 feet to a point on
the northeasterly right of way of North Pace Frontage Road described in Warranty Deed No 360534 in
Book 667 at Page 380, Summit County Records; thence along said northeasterly right of way the following
four (4) courses: 1) northwesterly 14.01 feet along a non-tangent 1462.39 foot radius curve to the left
through a central angle of 00°32'57", said arc having a chord bearing North 59°43'32" West 14.01 feet, 2)
thence North 60°00'00" West 336.18 feet, 3) thence northwesterly 150.91 feet (149.06 feet by deed) along
a 1402.39 foot radius curve to the right through a central angle of 06°09'56" (06°14'12" by deed), said arc
having a chord bearing North 56°55'02" West 150.84 feet (North 56°52'54" West 148.99 feet by deed) to
the easterly boundary of said Frontage Road described in Book 1309 at Page 728, and 4) thence North
28°43'02" West 68.48 feet (69.54 feet by deed) to the north line of said Section 21; thence along said north
line South 89°39'03" East 267.29 feet (266.20 feet by deed) to the point of BEGINNING.
EXHIBIT 1

TO FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
FOR THE SILVER CREEK VILLAGE SPECIALLY PLANNED AREA

[SITE-SPECIFIC STANDARDS FOR PARCEL 22.1]
[Attached]

---

**Parcel 22.1**

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<tr>
<th>Parcel Land Use Designation</th>
<th>Village Residential 3</th>
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<tr>
<td>Parcel Area</td>
<td>4.50 acres</td>
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<tr>
<td>Minimum Front Setback</td>
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<td>Maximum Height</td>
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<td>12'</td>
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<td>Alley Required?</td>
<td>No</td>
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Parcel 22.1 Building heights shall be measured from the grades established on Exhibit 2 attached and incorporated into the First Amendment to the Development Agreement for the Silver Creek Village Specially Planned Area.
EXHIBIT 2

TO FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
FOR THE SILVER CREEK VILLAGE SPECIALLY PLANNED AREA

[Depiction and Standards of Rehabilitated Grade for Parcel 22.1]
2. There is good cause for the proposed plat amendment.

3. No one will be materially harmed by this plat amendment.

4. The use, as conditioned, is consistent with the General Plan, as amended.

5. The effects of any difference in use or scales have been mitigated through careful planning.

CONDITIONS OF APPROVAL

1. Prior to construction activity onsite, the applicant shall meet with representatives from the Summit County Health Department to determine where the septic system will be placed. At that time, it will be determined whether an advanced system or regular system will be needed.

• MOTION CARRIED (7-0)

4. Approval of Minutes

November 13, 2018:
Commissioner Kucera made a motion to approve the minutes as corrected. The motion was seconded by Commissioner Fine. All voted in approval.

• MOTION CARRIED (7-0)

December 11, 2018:
Commissioner Stevens made a motion to approve the minutes as written. The motion was seconded by Commissioner Kucera. All voted in approval.

• Motion Carried (7-0)

WORK SESSION

1. Discussion regarding an amendment to the Silver Creek Village Center Development Agreement- Jennifer Strader, Senior Planner
Planner Strader said the applicant is requesting to amend the previously approved Silver Creek Development Center Agreement.

**First Requested Amendment: Alter the Way Height is Measured**

The first amendment is to change the way height is measured on certain parcels within the development. Currently height is measured from either existing or finished grade, whichever is lower. The goal is to ensure structures are built as closely as possible to the natural land formation. Planner Strader said it is recognized that a reasonable balance of cut and fill is necessary and appropriate in some cases. She said the applicant is proposing to change the definition of existing grade. Planner Strader read the proposed language:

“**Existing Grade shall be defined as that modified and finished grade within the blocks and parcels at Silver Creek Village as represented on the overall grading exhibit and within each development parcel grade (exhibit C attached). This modified pad grade becomes the new existing grade from which Heights shall be measured.**”

Planner Strader stated the applicant told Staff there are some areas on the site that have drainage issues. It makes sense to fill those areas in. When the application was received, Staff noted the proposed language will also benefit road layout improvements. The request appears to be much broader than was originally discussed.

Planner Strader said the applicant is essentially proposing to fill or remove material as needed to create a developable pad, which is how the height would be measured. Removing material would not impact the height of the building. A height increase would be the result in areas where they are proposing to add fill.

Planner Strader said the development has several parcels where the building’s height is greater than 32 feet. There is language in the Code that says over-lot grading to develop
large development pads is not permitted. Staff requests that the Commission consider this information in their discussions. Exhibits have been submitted that indicate in some areas, up to 12 feet of fill dirt would be added.

SECOND REQUESTED AMENDMENT: ALLEY GRades

Planner Strader said the second amendment deals with the alley grades. The existing Development Code specifies that grades within 100 of any intersection of a road shall not exceed 3%. With the proposed amendment, there would be a maximum grade of 5% for the first 50 feet.

The Engineering Department has reviewed this request. Staff has not received detailed information from them. Engineering asked if this request would apply to all alleys or only certain ones. If the Planning Commission finds this request reasonable, the Engineering Department will look at this more closely.

THIRD REQUESTED AMENDMENT: ALLEY WIDTH AND DRAINAGE

A third requested amendment has to do with the alley width and drainage. The current code has two alley standards. The width can be either 17 or 20 feet. The applicant is proposing a third alley type of 24 feet in width. The reasoning is to accommodate greater garage access and to allow for more flexibility and utility separation. The Engineering Department was concerned that a wider alley could result in increased speeds.

Planner Strader said currently the drainage is required to be in the center of the alley, but the applicant is requesting this is reviewed on a case-by-case basis. The Engineering Department had no specific comments about the drainage. They will look into this further if the Planning Commission wants to entertain this amendment.

FOURTH REQUESTED AMENDMENT: HEIGHT INCREASE ON PARCEL 22.1
The vicinity map was used to point out this parcel’s location. The applicants are requesting the maximum height be increased from 32 feet to 45 feet. This will accommodate a plan for an apartment building. Mountainlands Community Housing Trust previously received approval for an apartment building on Lot 9. They would like to build another on Parcel 22.1. Because the applicant is requesting to have fill-dirt placed on the parcel, there will be a height increase from 32 feet to 53 feet.

Fifth requested amendment: affordable housing component

Another request is for an affordable housing component. The Development Agreement requires that a minimum of 25% of the development shall be affordable housing. The applicant is requesting that Parcel 22.1 be 65% affordable housing. Staff is having difficulty in evaluating this because there isn’t a development plan for this parcel yet. If 20 units are being proposed, 65% isn’t a large number. If 100 units are being proposed, 65% is a large number.

Planner Strader said there are other factors that must be considered with this request. There is a provision that requires a mixture of unit types and sizes. That would be difficult to accomplish if 65% of the units are affordable. There is a provision that requires workforce units to be integrated throughout the community. Staff’s concern is that if the workforce units are concentrated in certain areas, what will happen to the lots that are feathered out towards the edges of the development. Will there be no affordable single family home sites?

Staff would like to know if the applicant has demonstrated to the Commission that there is a need for the requested amendments. Are the amendments necessary to develop the projects as originally proposed? Do the amendments maintain the intent of the original approval?

Chair Peck confirmed that the applicants are only requesting amendments to the Development Agreement, not the Development Code. The applicant, Matt Lowe, said
because they have such a dense development, they are facing certain challenges. One example is the grade on the alleyways. They have identified the parcels where challenges have come up.

Mr. Lowe said that Parcel 22.1 was a sewer lagoon. It is questionable what the predevelopment grade actually is. This example was discussed.

Chair Peck said what the applicants are proposing eliminates the definition of existing grade. It will be whatever they make it to be. Eric Langvardt, the land planner, said because of the interconnected roadways they need an amendment to the permitted alley grades. The biggest issue comes about when a parcel (which is enclosed by a roadway) has a small amount of drainage.

Mr. Langvardt distributed some pictures of the area taken from Google Earth. It illustrates the nuisances of the land. They think they have done a good job of meeting the reality of what is there and the engineering requirements. Commissioner Harte asked if there is a way to meet their needs without changing the definition of existing grade. Planner Strader said they could by identifying the parcels where the grades will be measured differently.

Planner Strader said she believes the definition being proposed and their exhibits are confusing. She would like the definition to have a number. Commissioner Harte suggested an elevation point be used to determine the starting point of the structure. Concern was expressed that Zoning Administrator Barnes may not find that acceptable.

Planner Strader said Staff could review the language for The Canyons in connection with the height for these structures. Chair Peck said she is uncomfortable in changing the definition; however, Staff needs to have a tool to use. She requested that Administrator Barnes be in attendance at the next meeting.
Commissioner Stevens said she would like to see the structures in this development use elevations. That way, the height is clearly established. It would be cleaner and easier to follow. Chair Peck agreed. The proposal doesn’t give predictability.

Commissioner Kucera said it would be helpful to hear from Administrator Barnes and what his concerns are. Commissioner Stevens said it would be helpful to have a site visit. The Commission discussed the proposed amendments.

Proposed grade increase in the alleys

Commissioner Stevens asked how the grade increase would impact the homeowners. Mr. Lowe said after speaking to the Engineering Department, their feedback was that a 3%-5% increase doesn’t seem unreasonable. The maximum grade of a parking lot is 5%.

Summit County Engineer, Brandon Brady, was invited to speak. He said he doesn’t believe this would impact the safety of pedestrians or cars. Driveways can go up to a 5% grade. He said a 3% grade for roadways is so that people aren’t sliding into intersections. An alley is considered a roadway. Planner Strader said that Staff looks to the Engineering Department to ensure safety.

Alley width to give utility separation

Commissioner Cooke asked the applicant if the request to increase the width of the alley up to 24 feet is with the existing utility easements. Mr. Lowe said when there are townhomes on both sides of the alley it is difficult to fit both the water and sewer easements in the alley. The alley widths would only go up to 24 feet when necessary. The goal is to keep the alleys as narrow as possible.

Engineer Brady said this width begins to feel like a roadway, not an alley. Chair Peck said that is the width of Old Ranch Road. Commissioner Harte said that speed bumps could be used to slow down the traffic. Mr. Lowe said they would prefer not to use speed bumps, but they will if required. If this became a safety issue, it might be best to
not go to a 24-foot width. They could add verbiage of “as approved by the Engineering Department.” If the Engineering Department perceives a safety issue, they can deny the width increase. They may only need to increase the alley to 22 feet.

**Chair Peck** asked if they are proposing the width increase for all alleys. Should the applicants designate which alleys need a width increase? Mr. Lowe said that could easily be done. **Chair Peck** asked that the Engineering Department come prepared to the next meeting to give solid input on the proposal.

**Commissioner Cooke** asked about the drainage in the alleyways being reviewed on a case-by-case basis. Would this be in lieu of an overall project plan? Would it be the Engineering Department that is reviewing these? He was told that it would be. Mr. Lowe suggested the gutters of the alleyways may help reduce the vehicular speed.

Mr. Langvardt explained the minimum alley width is 20 feet per the instructions of the Fire Department. They are recommending 17 feet, only if the townhomes front the street. Fire could be fought from the street and not the alley. They are trying to minimize alleys as much as possible. He said the Snyderville Basin Development Code doesn’t have a definition of an alley; therefore, by default it resorts to the definition of a street. It is the Engineering standard that is relied on.

**Commissioner Fine** asked if there is a reason why the Engineering Department didn’t comment on the drainage amendment. Is this is a non-issue? Or is it because the issue needs to be further studied?

Engineer Brady said drainage would be included with a 24-foot wide alleyway. A 17-foot alley with a two-foot curb and gutter would only leave 13 feet, which is not enough room for two cars to pass. A 24-foot alley would allow a two-foot curb and gutter on each side of the alley. The curb-and-gutter should not be considered as part of the drivable surface or as part of the alley width. **Commissioner Cooke** said a 17-foot
wide alley should be required to have center drainage. Engineer Brady said the Engineering Department will study further the drainage and width of the alleyways.

INCREASE OF HEIGHT TO ALLOW MORE AFFORDABLE UNITS

Commissioner Harte said his initial thought is to not allow height exceptions, but these can be allowed by the County Council. That may be the better route for the applicant to take.

Commissioner Harte referred to the Discovery project. It started out with blatant class distinction. By the end of the project, it had become a nice project with good integration. The Commission has received input from the public stating they want to have integrated projects. Commissioner Harte said he doesn’t want to have a building that is identifiable as affordable housing.

Mr. Lowe said they are proposing 109 units, of which, 65% would be affordable. He said it is easy to integrate projects that are for sale. It is not easy with projects that are for rent. With their for-sale projects, they plan to integrate the units. One of the problems with for-rent projects is qualifying for the tax-credit, which impacts the rent price.

Commissioner Harte asked if the government funding requires a rectangle box, or can the building have multiple levels. Mr. Lowe said they can break up the arrangement to some degree. He added that 100 units for an apartment complex is a good number for management.

Chair Peck asked why they have designated Parcel 22.1 for this structure. Mr. Lowe said this parcel is zoned for multi-family structures. Mr. Langvardt added it is a flat parcel located by the sewer district, the neighborhood park, and would be located by a potential school. He outlined the different projects they are working on that they are
not receiving credit for. They are trying their best to achieve integration. If they can't get government funding, they will have more for-sale projects.

**Commissioner Fine** said there are different projects within the Snyderville Basin that cannot be identified as affordable housing. Mr. Lowe said he has been told there is a greater need for the for-rent projects. If this project has 65% affordable housing, they will meet that obligation earlier. Once that has been met, there will be less affordable housing down the road.

**Chair Peck** said they should receive all of the credit they qualify for. She added that she doesn’t want to approve this in isolation. She doesn’t want to approve things piece by piece; it would be too easy to make mistakes. She would like the Commission to be educated about where things stand within Silver Creek Village.

**Commissioner Harte** said the Commission would like to have an understanding on the need of rental versus for-sale units. The study about this was never finalized. Having that information would assist the Commission in making a decision. Mr. Lowe said it seems there are more products leaning towards the for-sale units than the for-rent units.

Planner Strader recommended Staff and the applicant work together, then return to the Commission when they are ready. **Chair Peck** thanked the applicants for their time.

**REGULAR SESSION**

1. **Public hearing and possible action regarding an amendment to the Kimball Junction Neighborhood Planning Area Plan contained in the Snyderville Basin General Plan**– **Patrick Putt, Community Development Director**

**Chair Peck** asked Director Putt to give a summary of the Kimball Junction Neighborhood Plan. Director Putt recognized those present who helped to create this