



Agenda -Development Review Committee

DATE: Wednesday November 8, 2023

TIME: 3:30 P.M.

ADDRESS: 30 West 100 South Salem, Utah 84653 (Council Chambers)

3:30 p.m. DRC – Agenda

- Approval of the October 18, 2023, DRC Minutes
- Zone Change – Lyman/Thomas R-15 to R-12 (Approx. 400 N 780 E)
- Zone Change/Development Agreement – Three Bridges (Approx. 1800 S 1500 E)
- Zone Change/Development Agreement – New Salem (Approx. 1800 N 1100 W)
- Final Plat – Arrowhead Springs Phase 1, 2, & 3 Amendment
(Approx. Arrowhead Trail 1260 W)
- Capital Improvement – Salem & Payson Water System Interconnect
(Approx. 900 N 1750 W)

DRC Member Attendance: John Bowcut, Bruce Ward, Steve Cox, Adam Clements, Walter Bird, Councilperson Delys Snyder, Matt Marziale, Greg Gurney

City Staff Attendance: Bradey Wilde, Cody Young

Public Attendance: Ryan Miller, Caleb Christen, Larry Myler, Jake Hone, Ryan Poelman

DRC – Agenda

Approval of the October 18, 2023, DRC Minutes

Walter Bird made a motion to approve the October 18, 2023, DRC minutes. Adam Clements seconded the motion. All members of the committee voted in favor. 8-0

Zone Change – Lyman Thomas R-15 to R-12 (Approx. 400 N 780 E)

Bradey Wilde located the proposed zone change on the map. The current zoning on the property is R-15. The applicants have asked for a R-15 to R-12 zone change. The applicants believe that the zone change will be consistent with the surrounding zoning. Michael Lyman mentioned that they could potentially construct 5 lots on the property with the R-12 zoning. Michael Lyman stated that the subdivision would be a cul-de-sac coming off 780 East. The DRC likes the idea of a cul-de-sac off 780 East. The DRC would like to see a layout of a subdivision on the parcel before any recommendation is made.

Matt Marziale made a motion to table the Lyman/Thomas R-15 to R-12 Zone Change until a concept layout for a subdivision on the property is submitted. Steve Cox seconded the motion. All members of the committee voted in favor. 8-0

Zone Change/Development Agreement – Three Bridges (Approx. 1800 S 1500 E)

The DRC committee and the developers discussed the proposed Three Bridges Development Agreement. The following items were adjusted in the Three Bridges Development Agreement.

2.4.3 Central Facilities. A building ~~of~~ located near the Golf Course clubhouse will provide the front desk services for the Hotel and may include a front desk, lobby/lounge, sundry shop, management offices, central services, restaurants and bars and a pool/pool deck for resort guests. It shall have

a minimum height of 10 feet and a maximum of 3 stories, measured from the road side, not to exceed height of 65 feet, measured from the average grade to the elevation of the square of the building, and which building shall have a minimum of three percent (3%) slope and a maximum of five percent (5%) slope away from the building for a distance of ten (10) feet.

2.4.4. Event Center. As more fully described in the Design Guidelines, the Hotel will include an events center which is between 7,000-10,000 square feet and will provide facilities for weddings, parties, meetings, and similar events. It shall have a minimum height of 10 feet and a maximum of 3 stories, measured from the road side, not to exceed height of 65 feet, measured from the average grade to the elevation of the square of the building, and which building shall have a minimum of three percent (3%) slope and a maximum of five percent (5%) slope away from the building for a distance of ten (10) feet.

2.5 Telecommunications Services. Subject to all applicable Federal and State laws, Master Developer and/or a Subdeveloper may install or cause to be installed communications lines within the Project and underneath any public streets within the Project, at no expense to the City. Any and all third party communications lines within the public rights-of-way and municipal utility easements shall only be installed with an approved, executed City Franchise Agreement.

2.6 Master Developers' Discretion. Phase 1, as shown on page E007 and E008 of Exhibit B, shall be the first phase of the project and preliminary plat approved as a single phase. Once Phase 1 is constructed, nothing in this MDA shall obligate the Master Developer to construct the Project or any other particular Project or Phase therein, and the Master Developer shall have the discretion to determine whether to construct a future Phase based on such Master Developer's business judgment. Once construction has begun on a specific Preliminary or Final Plat, the relevant Master Developer or Subdeveloper(s) shall have the obligation to complete the improvements associated with such plat or plan, including all associated community benefits as described and scheduled within the applicable Phase within 24 months or the schedule agreed upon by the City and Master Developer.

2.7 Concurrent Utility Management Required. Development Applications shall, unless agreed upon otherwise, be required to include reasonable verification of the continued availability and adequacy of all utility services, including but not limited to, sanitary sewer service, electrical service, storm water service, pressurized irrigation, culinary water service, fire protection (including but not limited to water fire flow, storage, and other similar requirements), and utilities for the development activity contemplated by each such Development Application. The City is under no obligation to issue any building permits or approve any final plat until adequate utility rights/contracts and infrastructure are available for each Phase or Subdivision and that such utility rights/contracts and infrastructure can be funded and installed as per the requirements of this MDA. Utility and infrastructure systems shall be phased based on the

87 timing of the various Phases or Subdivisions, as the case may be, and as set forth in the
88 Infrastructure Plan. All utility and infrastructure systems shall accommodate anticipated build-
89 out and include a plan to reduce long-term costs, optimize efficiencies, and reserve land and
90 corridors needed for future growth provided that there are appropriate provisions for
91 reimbursement to Master Developer for "System Improvements", as that term is defined in
92 Utah Code Ann. § 11-36a-102(22), (2023). The City shall have sole discretion as to the
93 determination of capacity available. Developer acknowledges and understands that City does
94 not reserve utility or other infrastructure capacity until a final plat is approved. Developer
95 agrees that it is not vested with utility or infrastructure capacity until a final plat is approved
96 and that City may decline to approve any plat submitted if it determines that capacities do not
97 exist. Developer acknowledges and understands that utility and infrastructure capacity is
98 determined on a first-come, first-served basis, based upon the approval of a final plat. Capital
99 improvements that are paid for by the Master Developer, nevertheless, shall result in the
100 Project capacity created by such improvements being reserved for Master Developer.

101
102 **5.5 Utility Easements and Transportation Rights-of-Way.** The Master Developer and Owner
103 shall obtain and dedicate to City all required utility easements and transportation rights-of-way.
104 The City shall be under no obligation to use their power of eminent domain. The City shall have
105 sole discretion to use or not use their eminent domain authority.
106

107 **5.8 Satisfaction of Water Rights Requirements.** Master Developer agrees that prior to recording
108 of a final plat, for any parcel of property that is included in the Project, the owner of the subject
109 parcel shall either dedicate water rights to the City, as specified by, or as determined in
110 accordance with the provisions of the Salem City Municipal Code or other applicable law. The
111 City shall not be required to approve and/or record any plat, until such requirements are fully
112 satisfied.
113

114 The following adjustments were made to the Three Bridges Development Agreement's exhibits.
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116 **E003** The numbers provided need to be the same as the development agreement text.
117

118 **E004** Show the 150 hotel unit keys in the development agreement. Add a note in the
119 development agreement or exhibits requiring a hazard assessments to be completed for debris
120 flow, wildfire, avalanche, earthquake, and fault line.
121

122 **E005** Designate and summarize what the orange with cross hatch means.
123

124 **E013** Fill in the blank space on 1.2.
125

Bruce Ward mentioned that the city will follow the State's legislation on review schedules. It was also mentioned that the water rights situation for the project needs to be resolved before the first preliminary plat approval.

Walter Bird made a motion to recommend approval of the Three Bridges Zone Change/Development Agreement with the following conditions.

- Adjustments to the development agreement and exhibits during today's meeting are added to the development agreement and exhibits.
- If the project is tabled at Planning and Zoning or City Council, the project is required to come back to DRC for recommendation before the project goes back to Planning and Zoning or City Council.
- Access to Woodland Hills City is required for the project.

Adam Clements seconded the motion. All members of the committee voted in favor. 8-0

Zone Change/Development Agreement – New Salem (Approx. 1800 N 1100 W)

The DRC committee and developers discussed the New Salem Development Agreement. The following is the items that were adjusted in the New Salem Development Agreement.

8. Total Project Density. Master Developer, along with any Subdevelopers, shall be entitled to develop the total number of residential units shown on the New Salem Vision Conceptual Land Use Plan ("**Total Density**"). For avoidance of doubt, the Project is vested with: (i) 1,902 dwelling units (which is a conceptual combination of 181 single family units and 1721 Multi-family units.). In order to achieve such density, Master Developer agrees to pay a City fee in the amount of \$1,270 ("**Density Fee**") for each unit within the Project and the Density Fee shall be paid phase by phase prior to the pre-construction meeting when other plat and customary bonding fees are due. The Density Fee shall be for each unit within the phase being constructed and paid by the owner/Developer of the phase, and the City shall use the \$1,270 per dwelling unit fee toward construction of the regional park that is located adjacent to the Project; Any City ordinance enacted by the City on or after the Effective Date, which has the effect of prohibiting and/or restricting the Master Developer's rights to develop the Total Density or to change Master Developer's vested rights as set forth in this Section 8 shall be inapplicable to the Property, unless the Council, on the record, finds that a compelling, countervailing public interest would be jeopardized without applying such ordinance

10A. Townhome Development. Master Developer shall develop all townhome dwelling units in the Project in accordance with the New Salem Vision Conceptual Land Use Plan. All front load townhome dwelling units shall have a minimum of a twenty-five foot (25') driveway and 2-car garage not less than 20 feet wide. All rear load townhome dwelling units are permitted have driveways less than a twenty-five foot (25') driveway to a minimum of five feet (5') so long as Master Developer provides two (2) off street parking stalls for any such rear load townhome. An additional 0.5 parking stalls per unit for guest parking shall be provided for all townhome units. The Multi-Family/Townhome Units shall include fifteen percent (15%) open space, which open space is accessible to the public and may include common areas such as landscaped play areas, pools, or clubhouses. Private fenced areas shall not be included in the open space calculation.

14H. Easements and Rights-of-Way. The Master Developer shall obtain and dedicate to City all required utility easements and transportation rights-of-way. The City shall be under no obligation to use their power of eminent domain. The City shall have sole discretion to use or not use their eminent domain authority.

16. Easements, Rights-of-way and Publicly-Owned Parcels. Master Developer shall grant to the City, at no cost to the City, all easements, rights-of-way, and publicly-owned parcels necessary for the operation, maintenance, and replacement of all utilities, parks, trails, and City facilities located within the Project as the City reasonably determines to be necessary that are generally applicable to all development within the City and which are adopted pursuant to State law. The City shall not be obligated to use their ability to exercise eminent domain for the benefit of the project.

17B. Completion of Open Space Improvements and Amenities. Master Developer shall complete the Open Space improvements and amenities for each Pod as set forth in the New Salem Vision Conceptual Land Use Plan, which Open Space improvements and amenities must be completed prior to issuance of more than fifty percent (50%) of the building permit for only such Pod. For example, if Pod #2 has two hundred (200) units, the community park and trail for Pod #2 must be completed prior to the City issuing the 101st building permit for Pod #2. In all events, the description of the Open Space improvements and amenities for each Pod as set forth in the New Salem Vision Conceptual Land Use Plan and Development Plan are only a representation of what will be constructed by Master Developer and Master Developer may substitute, City approval, play equipment so long as (i) the total budget of the Open Space improvements and amenities is equal to or greater than the amount noted in the New Salem Vision Conceptual Land Use Plan and (ii) the equipment and improvements are consistent with the theme of the corresponding park.

17C. Approval of open space design. Each phase must include an appropriate amount of open space improvements. The City shall review each open space design for compliance with the

Development agreement and quality.

19. Satisfaction of Water Rights Requirements. Master Developer agrees that prior to recording of a final plat for, any parcel of property that is included in the Project, the owner of the subject parcel shall either dedicate water rights to the City, as specified by, or as determined in accordance with the provisions of the Salem City Municipal Code or other applicable law. The City shall not be required to approve any plat, until such requirements are fully satisfied.

22. Later-Acquired Property. Notwithstanding anything in this Agreement to the contrary, Master Developer may be approved by City staff, with City Council Approval, add certain property as depicted on the attached **Exhibit C** (the “**Additional Property**”) to the “**Property**” as described in this Agreement by providing written request of such to City. In such event, the City may approve and amend this Agreement to: (i) include a revised **Exhibit A** that depicts the map and includes the full legal description of the Property and (ii) make any other corresponding changes to this Agreement to effectuate the revised Property. (i.e., the permitted density for the Additional Property will be consistent with the densities outlined in the New Salem Development Plan. The parties shall record such amendment to this Agreement.

31. Enforcement. The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Master Developer violates the rules, policies, regulations or ordinances of City or violates the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty (30) days written notice to correct the violation (or such longer period as may be established in the discretion of City or a court of competent jurisdiction if Master Developer has used its reasonable best efforts to cure such violation within such thirty (30) days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by Master Developer, including but not limited to stopping work on any offending portion, halting all approvals on that portion.

The following adjustments were made to the New Salem Development Agreement’s Exhibits

E.6 Call out the adjacent property that is not included in the master planned development.

E.7 Match numbers to the development agreement.

E.14 Call out trail on cross section.

E.15 Replace 15 with 20 on the cross section from the back of sidewalk.

E.18 Add a note stating that no bollards, equipment, HVAC units, or any other obstructions in

the cross section.

E.20 Add two portions of the walk trail as shown on the exhibit.

E.21 Add one portion of the walk trail as shown on the exhibit. Sidewalk can be removed but curb and gutter needs to stay (check exhibit for exact location of this adjustment).

E.24 Add a note stating that all HOA amenities shall require City Final Design Approval for design and equipment quality and will be included with each final phase as directed and shall not be materially different than shown in these exhibits.

E.46 The freeway commercial area along SR-164 needs to be switched to retail commercial use.

E.49 Add a note stating that 10% of the freeway commercial area can be storage units. The architecture of the storage units will need to be approved by the DRC.

E.51,52 The creation of a public infrastructure district will require a separate approval and will not be included in the development agreement approval.

E.56 The minimum lot size will be 4700 SF. 50% of Single Family homes will have sideyard setbacks of 10' and 5' for a total of 15' between homes. 50% Single Family lots may have a minimum 5' and 5' side yard setbacks with a total of 10' between homes. Two vehicle width garage required on all units.

E.60 Side yard setback along a road is 15' minimum.

E.62 Replace 15' with 20' as shown on the exhibit.

E.63 Minimum front yard setback in the cluster has a 5' past garage into the setback. Add condo setbacks showing 15' from all streets, 15' between all buildings, add a detail for the condos.

E.73 A separate site plan/final plat approval for the multi family product. Separate commercial site plan/final plat (if applicable) is required for the commercial product.

E.74 Minimum corner setback is 15' from ROW or parking. Minimum rear setback is 15' to the property line.

Matt Marziale made a motion to recommend approval of the New Salem Zone Change/Development Agreement with the following conditions.

- Adjustments to the development agreement and exhibits during today's meeting are added to the development agreement and exhibits.

- If the project is tabled at Planning and Zoning or City Council, the project is required to come back to DRC for recommendation before the project goes back to Planning and Zoning or City Council.

Walter Bird seconded the motion. All members of the committee voted in favor. 8-0

Final Plat – Arrowhead Springs Phase 1, 2, & 3 Amendment (Approx. Arrowhead Trail 1260 W)

Ryan Poelman stated that they are seeking approval to record Arrowhead Springs Phase 1, 2, & 3. Ryan Poelman stated that in previous meetings with the city they have talked about allowing the recording of the plat with conditions. The conditions talked about during these meetings were: electrical infrastructure bonding, bonding for the Payson & Salem water interconnect, and adjusting the park phasing. Bruce Ward stated that the initial final plat approval of Arrowhead Springs Phase 1, 2, & 3 required the substation and the Payson & Salem interconnect to be completed before recording. Adam Clements stated that the power department has updated the Arrowhead Substation. Adam Clements stated that they have capacity for about 140 units. Adam Clements stated that the substation (Jackson Substation) that is under construction still needs to be constructed despite the excess capacity in the existing substation. It was mentioned that the substation and the Payson & Salem water interconnect can be bonded for and will need to be completed before occupancy can be granted. The group discussed the adjustments to the park phasing. Ryan Poelman is proposing that phase 1 of the park will be soccer fields, pavilion area, playground area, adjusting the maintenance building, constructing the south parking lot, and constructing the trail around the soccer field. Matt Marziale stated that this proposal would be a shift from the current phasing in the current development agreement. Matt Marziale stated that this portion of the park would be utilized quickly by the residents. Ryan Poelman stated that the proposed phase 1 of the park will be about 17 acres. Bruce Ward wanted to know if there was a completion date for phase 1 of the park. Ryan Poelman stated that they want to be completed by the spring of 2025. The DRC feels that the proposal for the park phasing should be presented to the City Council with an amendment to the development agreement. It was determined that the proposed completion date for the first phase of the park is September 30, 2024 for the hydro seeding and October 15, 2024 for the concrete and asphalt.

Matt Marziale made a motion to approve the Arrowhead Springs Phase 1, 2, & 3 Amendment subject to compliance with all Salem City Standards and Ordinances with the following conditions.

- There is 140-unit power capacity for the Arrowhead Springs MPD.

- 316 • The substation and Payson & Salem water system interconnect is required to be bonded
317 for before any Arrowhead Springs MPD plat can be recorded.
- 318 • There will be no occupancy granted in the Arrowhead Springs MPD until the substation
319 and Payson & Salem water system interconnect are constructed and “live”.
- 320 • The developer is required to notify Salem City and the buyers about these requirements.
- 321 • The DRC recommends to the City Council to amend the park phasing in the Arrowhead
322 Springs MPD Development Agreement.
- 323 • The hydro seeding deadline for the proposed phase 1 of the park is September 30, 2023,
324 and the deadline for the asphalt and concrete for the proposed phase 1 of the park is
325 October 15, 2023.
- 326 • The sprinkling system design needs to be completed by a qualified professional.

327 Councilperson Snyder seconded the motion. All members of the committee voted in favor. 8-0

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329 **Capital Improvement – Salem & Payson Water System Interconnect (Approx. 900 N 1750 W)**

330 Bruce Ward made a motion to approve the Salem & Payson water system interconnect capital
331 improvement project subject to compliance with all Salem City Standards and Ordinances. Matt
332 Marziale seconded the motion. All members of the committee voted in favor. 8-0

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334 Councilperson Snyder made a motion to adjourn. Bruce Ward seconded the motion. All
335 members of the committee voted in favor.

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