

From: [jeff.eddings](#)
To: [Public Comment](#)
Subject: SWC Council Meeting, June 13th, 2023, Deer Run Townhomes Project
Date: Tuesday, June 13, 2023 1:21:44 PM

Jeffery and Stacey Eddings
2645 E. 7800 S.

My first comment is in regards to the Detention Basin at the Deer Run Town Homes Project. Specifically this statement on page 78 of 332:

EN-2: It appears that the detention basin may not be fully constructed until some of the initial phases are completed. This is acceptable as long as temporary detention is provided. This will need to be reviewed and approved if proposed to approach construction this way.

First, I'd like to know why the detention basin can not be finished before the start of the project? There was no problem tearing through the canal and ripping up the ground last fall to get the sewer and storm water lines in. Since then there has been no work done on that parcel and the contractor left without addressing dangers around concrete placements and also left building materials and garbage behind.

By not finishing what has been started I'm concerned that this parcel is going to be used as a storage site for building materials, aggregate, vehicles, etc. for the duration of the project. If I'm being honest, I simply don't want to look at it or have to deal with vehicles and people coming and going all the time in front of my driveway access for years to come!

Finish what you started, be done with it and move on to the rest.

My second comment is in regards to access to manholes; more specifically this statement found on page 138 of 332.

b. Sewer: i. The Developer agrees to provide access to all sewer manholes for inspection and cleaning by the City. Such access shall be a minimum of 15' wide with a roadway surface of sufficient integrity to support access by a vacuum truck. Developer agrees to maintain all access roadways.

I'm curious on how the developer is going to meet this requirement after the detention basin has been constructed. There are two manholes located within the southern portion of the proposed detention basin.

P.S. Can I get the square hole in the road repaired in front of my house? They cut into the road looking for the secondary water line last year. then filled it with road base and never came back to asphalt it.

Thank you for your time and consideration.

Jeffery and Stacey Eddings
2645 E. 7800 S.
South Weber, Utah 84405
1-801-510-7791

**Comments to South Weber City Council
for 13Jun23Meeting
by Paul A. Sturm**

Public Comments on Agenda Action Items #5, #6, & #7 - Packet Pages 72-147 of 332.

5. Resolution 23-19: Deer Run Townhomes Development Agreement
6. Ordinance 2023-06: Rezone from Commercial Overlay to R7 or R5-SG for Deer Run Townhomes at 7870 S 2700 E
7. Resolution 23-20: Final Plats, Phases 1-5, Deer Run Townhomes with Ownership and Maintenance Agreement

1) Pages 72 & 74 - Development Agreement Bullet #3

- o Addition of language in the rental provision to allow for rental units if the majority of the project is under ownership of the developer or provisions for those in extenuating circumstances. In addition to this language the development would be allowed up to 50% rental units until such time that the developer receives the last certificate of occupancy at which time the developer will not renew leases until the total number of rental units equals 25% of the total units.

I have a question regarding the timeframe set forth in these Development Agreement statements. As I already presented to the Planning Commission on 11May23, no end date has been presented for the development and there is no requirement to sell 100% of the development. Only one year after the "last certificate of occupancy" would the percentage of rentals move from 50% rentals to 25%. This could be 5-10 years in the future! The reason for limiting the percentage of rentals was to preserve the "neighborhood feel" of the area as in City Code, and not to have a cluster of apartments at the eastern edge of SWC!

2) Pages 120-121 of 332. Exhibit 1 - Deer Run Townhomes - Phase 1

DEER RUN TOWNHOMES PHASE 1 P.U.D.
ALL OF LOFTS AT DEER RUN SUBDIVISION AND AN ADDITIONAL PARCEL
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, T.5N., R.1W., S.L.B.&M.
SOUTH WEBER CITY, DAVIS COUNTY, UTAH
APRIL 2023

- A) I believe that this is the first reference to these townhomes being considered a PUD of which I am aware. Has this classification changed?. If so what is the impact to the development?.
- B) The Planning Commission is the "Land Use Authority" for SWC, and as such, I do not believe that they have been informed of this category change. I believe that this classification change should be presented to the Planning Commission for their consideration!

3) Page 136 of 332

3. Responsibility for Infrastructure: ¶

b. Sewer:

- i. City shall own the main line and manholes, including the portion crossing the DWC.**

I do not understand why SWC is taking on the responsibility and obligation for this section of sewer. Question: Where else in SWC does the City take responsibility for a portion of the SWC Sewer System that is on private property? There is also the issue of liability should the sewer fail below the DWCCC canal!

4) Pages 136 and 137 of 332

5. Maintenance and/or Repair: ¶

b. Sewer:

- i. The Developer agrees to provide access to all sewer manholes for inspection and cleaning by the City. Such access shall be a minimum of 15' wide with a roadway surface of sufficient integrity to support access by a vacuum truck. Developer agrees to maintain all access roadways.**

Once again, I do not understand why SWC is taking on the responsibility and obligation for this section of sewer. Same question: Where else does SWC have private landowners provide a minimum 15' wide roadway surface for access by a vacuum truck? Additionally, would that access road impact the detention structure?

5) There are several discrepancies throughout the documents concerning the size of the properties. The size is shown as both 3.175 and 3.198 acres, and sometimes as "approximately" As "official" documents these differences, although small, should be corrected.

6) Also provided, as an Attachment to this document, is a copy of the Public Comments made during the Planning Commission meeting of 11May23 for your reference.

Please Note:

- A) This document now has shading and strikeouts where the topics presented on 11May23 have been addressed in the current CC documents. All remaining text has not been addressed, and some topics have been presented again for emphasis.**
- B) The City Council should also be aware that Mr. Cook was provided a copy of the Public Comment document by the Planning Commission on 11May23 and was requested to provide his responses on the questions posed. Mr. Cook declined to respond to that request by the Planning Commission!**

ATTACHMENT
Comments to South Weber City Planning Commission
for 11May23 Meeting by Paul A. Sturm

Public Comments and Questions for Agenda Item #7 -Packet Pages 38-79 of 79

Please note that page references are provided for the extracted text discussed.

OBE=Strikethrough

1) How can this be "Final Plat with all of the missing and confusing information?"

**7. Action on Final Plat (35 lot Townhouse Plat) for Deer Run Townhomes Parcel# 13-364-0001
2.914 acres located at 7897 S 2700 E by applicant: Joseph Cook of Deer Run Investments
LLC.**

Page 1

ACTION

Administrative Action: Final Subdivision Plat

Legislative Action: Development Agreement and Rezone Request

Page 38

- o *Phasing: Developer is choosing to get all phases approved at final but will construct each phase independently.*

Page 39

2) Questions on Leasing Language based on text from Page 40 of 79:

- o Addition of language in the rental provision to allow for rental units if the majority of the project is under ownership of the developer or provisions for those in extenuating circumstances. In addition to this language the development would be allowed up to 50% rental units until such time that the developer receives the last certificate of occupancy at which time the developer will not renew leases until the total number of rental units equals 25% of the total units.

Page 40

- a) When does the lease clock start after the Final Certificate of Occupancy?
- b) The "Extenuating" circumstances need to be clearly identified or else anything goes.
- c) How can the rental percentages be enforced? It appears that, if one lot is not built upon, then the percentage for 50% to 25% does not start.
- d) How long are the leases? Will the lessees be notified in their lease agreement of these conditions?

3) How can the "Architectural Review" be considered as being complete when the PC has not seen the Architectural Plan for this development and yet to be considered as a "Final Subdivision Plat"?

It is only for a "similar" project. There are no guarantees of it being the same.

PL-9: ARCHITECTURAL REVIEW COMPLETE

Page 41

Developer has submitted renderings for a similar project they have completed in North Salt Lake for review.

Page 42

4) ~~Who is the actual Developer for this project? Two Developers are listed in the packet. One from Wixom, Michigan, and the other one is from North Salt Lake, Utah.~~

12. ~~Notices:~~ Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom the intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such Party at:

Developer: South Weber LLC
25000 Assembly Park
Wixom, MI 48393

~~Page 50~~

24. ~~Notices.~~ Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such Party at:

Developer: Deer Run Investments, LLC
784 Parkway Drive PO BOX 540395
North Salt Lake, UT 84054

City: South Weber City
Attention: City Manager
1600 East South Weber Drive South
Weber, UT 84405

Owner: Deer Run Investments, LLC
784 Parkway Drive PO BOX 540395
North Salt Lake, UT 84054

~~Page 70~~

5) ~~What is the actual legal title for the canal company to be used in this document.~~

- ~~a) A letter must be from an legal entity such as DWCCC, not DWC. There is no such entity as DWC that can enter into an agreement.~~
- ~~b) DWC should not be used to describe any area of responsibility or action.~~
- ~~c) Selectively eliminate the term DWC throughout the document for clarity and assignment of responsibility where it is not appropriate.~~

Engineering Review:

EN-1: We received a letter from DWC, dated April 26, 2023, that indicated that DWC has executed a temporary license agreement with the developer, and they are okay to proceed as long as the developer complies with what is covered in the agreement.

~~Page 42~~

6) There is a real mash-up between the terms HOA, Developer, and Owner and their relationship is undefined. When will these terms, and their relationship be defined?

17. **Home Owners Association Rental Regulation.** The development shall be required to include within the Covenants, Conditions and Restrictions provisions to limit the number of rental (regardless of length of term) units

Pages 68-69

job, transfer, family growth, military permanent change of station, etc. If, due to market conditions Developer is unable to sell the units to owner-occupants, Owner may rent the units until such time as the market conditions have improved. Short-term rentals shall be subject to South Weber City Code 10-18.

Page 69

VERBALLY
↑

- AND SUBMITTED
TO SWC

**Additional Questions and Comments not presented, but
of concern for the record and informational purposes.**

A-1) How can a stated "unknown" of "some of the initial phases" be contained in a "Final Plat Approval"?

EN-2: It appears that the detention basin may not be fully constructed until after some of the initial phases are completed. This is acceptable as long as temporary detention is provided. This will need to be reviewed and approved if proposing to approach construction this way.

Page 43

A-2) When did this happen and by whom?

This seems to be in conflict with the new R-5 with a bonus up to 8 units per acre!

7. **Density.** The Property shall be rezoned through ordinance from Commercial Overlay (C-O) to Residential Multi-Family (R7). In consideration for constructing the Development with the architectural features, layout, and other requirements in this Agreement that exceed the standard requirements of the R7 zone, the City hereby grants the Project bonus density up to 35 residential units (total), notwithstanding any other zoning requirements to the contrary. No set of townhomes may contain more than four (4) units attached in any one single building, except for Units 101-105 & 301-305 as shown on Exhibit B.

Page 67

A-3) Where did the 38 feet come from? I believe that everywhere else in SWC, according to SWC Code, the maximum 35 feet.

12. **Maximum Structure Height.** No townhome unit shall exceed thirty-eight (38) feet in height when (a) measured from the lowest point (b) of the front perimeter finished grade (c) adjacent to the exterior foundation wall (d) of a specific townhome unit (e) to the highest point of its pitched roof (f) of that same townhome unit. Measurements shall not be taken from within window wells, if any.

Page 67

A-4) How is the Developer bypassing the standard length of a driveway by just saying that "It will not fit"? This Developer has been given more waivers to SWC Code than any other of which I am aware.

16. **Design Standards.** The Development shall be subject to an architectural site plan review as outlined in South Weber City Code 10-12-3. Finishes of the exterior of the buildings will be subject to the following conditions.

Page 68

d. **Driveways.** In areas of the development that use single driveways to access one unit, driveways shall be no less than 20 feet in length to the back of the sidewalk.

Page 68