



**CLINTON CITY PLANNING COMMISSION
CITY HALL
2267 North 1500 W Clinton UT 84015**

Planning Commission Members

Chair – Jacob Briggs

Vice Chair – Bob Buckles

Tony Thompson

Dave Coombs

Jolene Cressall

Jeff Ritchie

Andy Hale

Date of Meeting	August 16, 2016	Call to Order	7:00 p.m.
Staff Present	Community Development Director Will Wright and Lisa Titensor recorded the minutes.		
Citizens Present			
Pledge of Allegiance	Commissioner Cressall		
Prayer or Thought	Commissioner Briggs gave an invocation.		
Roll Call & Attendance	Present were: Commissioners’ Jacob Briggs, Bob Buckles, Jolene Cressall, Dave Coombs and Tony Thompson Commissioner Andy Hale and Commissioner Jeff Ritchie		
City Council Report	Mr. Wright reported on the August 2, 2016 City Council meeting as recorded in the minutes.		
Declaration of Conflicts	There were none.		
Approval of Minutes	<p>Commissioner Buckles moved to approve the minutes for the July 19, 2016 Planning Commission Meeting. Commissioner Cressall seconded the motion. Commissioner’s Coombs, Buckles, Thompson, Cressall and Briggs voted in favor of the motion.</p> <p>Commissioner Coombs moved to table the review of the minutes for the August 2, 2016 Planning Commission meeting to the next meeting. Commissioner Thompson seconded the motion. Commissioner’s Coombs, Buckles, Thompson, Cressall and Briggs voted in favor of the motion.</p>		
CONSIDER CHAPTER 3 OF THE CITY’S SUBDIVISION ORDINANCE AS WELL AS ANY OTHER CHAPTERS OR SECTIONS OF THIS ORDINANCE. SHOULD START AT SECTION 26-3-6 OF THE SUBDIVISION ORDINANCE			
Petitioner	Community Development		
Discussion	<p>26-3-5 Subdivision Plat:</p> <p>(1) Application Procedure and Requirements: Following the approval of the preliminary plat the applicant, if he wishing to proceed with the subdivision, shall file with the Planning Commission an application for recommendation to the City Council for approval of a subdivision final plat. The application shall:</p> <p>(a) Be made on forms available at the Office of the Community Development Director, together with a fee as set forth in the Consolidated Fee Schedule.</p> <p>(b) Include the entire subdivision, or section thereof, which derives access from an existing state, county, or City street.</p> <p>(c) Be accompanied by a minimum of ten (10) six (6) copies of the subdivision plat and the construction plans, as described in these regulations.</p> <p>(d) Comply in all respects with the preliminary plat, as approved.</p> <p>(e) Be presented to the Community Development Director at least four (4) weeks prior to</p>		

a regular meeting of the Commission in order that a public meeting may be scheduled.

(f) Be accompanied by all formal irrevocable offers of dedication to the public of all streets, City uses, utilities, parks, and easements, in a form approved by Clinton City Attorney; and the subdivision plat shall be marked with a notation indicating the formal offers of dedication. The applicant shall deliver a full covenant and warranty deed to all dedicated lands and improvements in proper form for recording, together with a title policy for Clinton City in the sum not less than ten thousand dollars (\$10,000), which sum shall be determined by Clinton City Attorney before signing of the final subdivision plat.

(g) Be accompanied by the subdivision improvement agreement and security, if required, in a form satisfactory to Clinton City Attorney and in an amount established by the City Council upon recommendation of Clinton City Engineer and shall include a provision that the subdivider shall comply with all the terms of the resolution of final subdivision plat approval as determined by the City Council and shall include, but not be limited to, the performance of all required subdivision and offsite improvements, and that all improvements and land included in the irrevocable offer of dedication shall be dedicated to Clinton City free and clear of all liens and encumbrances on the premises.

(h) Be accompanied by an inspection fee in an amount to be set from time to time by the City Council and published in the Clinton City Consolidated Fee Schedule and by written assurance from the public utility companies and improvement districts that necessary utilities will be installed and proof that the applicant has submitted petitions in writing for the creation or extension of any improvement districts as required by the Planning Commission upon preliminary plat approval. The applicant shall also pay for each street sign required in the subdivision as outlined in the Consolidated Fee Schedule.

~~(2) **Planning Commission Action:** The Planning Commission upon review of the application for subdivision shall forward to the City Council a recommendation for approval, approval with conditions or disapproval. If the Planning Commission has not rendered a decision and made recommendation to the City Council within thirty (30) days after the meeting where the action was intended, including any adjourned date thereof, is closed the final plat shall be forwarded to the City Council for action at the next available hearing.~~

~~(3) **Notice of Public Hearing:** Upon recommendation of the Planning Commission the Community Development Director shall call a public hearing before the City Council to be held no later than four (4) weeks after the date of recommendation. The Community Development Director shall submit notice for publication in accordance with Section 3-2. The notice shall advise the public that the final plat and all conforming documents have been received by the Planning Commission and may be reviewed by members of the public who may then submit written comments to the Commission concerning whether final approval should be granted. The notice shall include a deadline for receipt of comments and shall include the date of the public meeting at which final plat approval will be considered.~~

~~(4) **Public Hearing and Determination:** After the date of the public hearing, including any adjourned date thereof, is closed, the City Council shall, within thirty (30) days from the Official Submission Date for the final subdivision plat, approve or disapprove the subdivision application by resolution which shall set forth in detail any reasons for disapproval. One copy of the final subdivision plat shall be returned to the applicant with the date of approval or disapproval noted on the plat, and, if the plat is disapproved, the reasons for disapproval accompanying the plat.~~

(5) **Submission and Review:** Subsequent to the resolution of the City Council, seven (7) six (6) paper copies of the construction plans and plat, and one (1) copy of the original of the subdivision plat on tracing cloth, and/or reproduction Mylar, and one (1) electronic file copy of the subdivision plat on a 3.5" disk or CD for electronic transfer to the County and one (1) copy of the subdivision plat on an 11" x 17" paper shall be submitted to the Community Development Director for final review. A check payable to the County Clerk and Recorder in the amount of the current filing fee shall be provided. No final approval shall be endorsed on the plat until a review has indicated that all requirements of the resolution have been met.

26-3-6 Vested Rights and Development Agreements:

(1) **Effect of Approval:** Except as otherwise provided in this Section 3-7, no vested rights shall accrue to the owner or developer of any subdivision by reason of preliminary or final plat approval until the actual signing of the final plat by the ~~Chairman of the Planning Commission~~ and Mayor.

(2) **Effect of Recordation:** Except as otherwise provided in this Section 3-7, no vested rights shall accrue to the owner or developer of any subdivision by virtue of the recordation of a final plat.

(3) **Applicable Laws:** To obtain final plat approval, the applicant shall be in compliance with all federal and state laws applicable at the time that the final plat is considered for approval by the City Council. The applicant also shall be in compliance with all local laws and regulations applicable at the time that the preliminary plat was submitted to the Planning Commission in accordance with Section 3-4, ~~(or, if a simple subdivision, at the time the sketch plat was submitted to the Community Development Director)~~, except that the applicant shall comply with those local laws and regulations in effect at the time that the final plat is considered for approval by the City Council if the City Council makes a determination on the record that compliance with any of those local laws and regulations is reasonably necessary to protect public health and safety. If the City Council required the applicant to complete public improvements in the subdivision prior to the final plat approval, and the improvements have, in fact, been completed, the applicant may be required to comply with local laws and regulations in effect at the time that the final plat is considered for approval only if the City Council makes a finding on the record that such compliance is necessary to prevent a substantial risk of injury to public health, safety and general welfare.

(4) **Development Agreements:** The City Council is hereby authorized, but under no circumstances is required to, enter into development agreements with individuals and/or entities.

(a) **Requirements:** The City Council may ~~require~~ enter into a development agreement for any development, rehabilitation, reconstruction, or placement of improvements upon any property, for which a permit would be required, for the purpose of:

- (i) Protecting the health, welfare, and safety of the citizenry;
- (ii) Developing or maintaining aesthetics within a neighborhood or district;
- (iii) Addressing proposed projects, and the impacts of such projects, which may not have been contemplated by the Code;
- (iv) Addressing issues of the density of developments when required to balance competing interests;
- (v) Refining uses within the development in furtherance of the general plan when considering neighboring properties;
- (vi) Resolving issues regarding unique features or challenges confronting development;
- (vii) Protecting sensitive lands;
- (viii) Protecting public properties and interests, both tangible and intangible;
- (ix) Clarifying the application of code requirements or City standards;
- (x) Ensuring adherence to the overall intent of the City Code; and
- (xi) For any other purpose consistent herewith; or,
- (xii) When mutually agreed upon with the developer.

(b) **General:** The Development Agreement shall constitute a binding contract between the subdivider of the proposed subdivision and the municipality (the "parties") and shall contain those terms and conditions agreed to by the parties and those required by this section. The Community Development Director is authorized to negotiate Development Agreements on behalf of the City.

	<p>(c) Covenants: Any covenant by the municipality contained in the Development Agreement to refrain from exercising any legislative, quasi-legislative, quasi-judicial or other discretionary power, including rezoning or the adoption of any rule or regulation that would affect the proposed subdivision, shall be limited to a period of five (5) years. The covenant shall also contain a provision that the municipality may, without incurring any liability, engage in action that otherwise would constitute a breach of the covenant if the action is required by federal or state law.</p> <p>(d) Third Party Rights: Except as otherwise expressly provided in the Development Agreement, the Development Agreement shall create no rights enforceable by any party who/which is not a party to the Development Agreement.</p> <p>(e) Limitation on Liability: The Development Agreement shall contain a clause that any breach of the Development Agreement by the municipality shall give rise only to damages under state contract law and shall not give rise to any liability for violation of the fifth and fourteenth amendments of the U.S. Constitution or similar state constitutional provisions.</p> <p>(f) Developer’s Compliance: The Development Agreement shall include a clause that the City’s duties under the Agreement are expressly conditioned upon the subdivider’s substantial compliance with each and every term, condition, provision, and covenant of the Agreement, all applicable federal, state and local laws and regulations, and its obligations under the subdivision improvement agreement.</p> <p>(g) Adoption: The Development Agreement shall be adopted by the City Council pursuant to applicable state and local laws and shall be recorded in the Recorder’s Office of Davis County.</p> <p>Incorporation as Matter of Law: All clauses, covenants, and provisions required by these regulations to be included in a Development Agreement shall be incorporated into the Development Agreement as a matter of law without respect to the intent of the parties.</p>
Issues & Concerns	There were none.
ADJOURNMENT	Commissioner Buckles moved to adjourn. Commissioner Coombs seconded the motion. Commissioners Buckles, Thompson, Cressall, Coombs and Briggs voted in favor of the motion, the meeting adjourned at 8:54 p.m.