



**CLINTON CITY PLANNING COMMISSON  
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*

<b>Date of Meeting</b>	<b>November 1, 2016</b>	<b>Call to Order</b>	<b>7:00 p.m.</b>
<b>Staff Present</b>	Community Development Director Will Wright and Lisa Titensor recorded the minutes.		
<b>Citizens Present</b>	Lonnie Campbell, Randal Hensley		
<b>Pledge of Allegiance</b>	Commissioner Buckles		
<b>Prayer or Thought</b>	Commissioner Coombs		
<b>Roll Call &amp; Attendance</b>	Present were: Commissioners’ Dave Coombs, Jolene Cressall, Tony Thompson, Bob Buckles and Jacob Briggs Excused were: Commissioner Jeff Ritchie and Commissioner Andy Hale		
<b>City Council Report</b>	Mr. Wright reported that the October 25, 2016 City Council meeting was cancelled.		
<b>Declaration of Conflicts</b>	There were none.		
<b>Approval of Minutes</b>	<b>Commissioner Coombs moved to approve the October 18, 2016 Planning Commission minutes as amended. Commissioner Buckles seconded the motion. Commissioners Coombs, Cressall, Thompson, Buckles and Briggs voted in favor.</b>		
<b>PUBLIC HEARING: REVIEW AND RECOMMEND ADOPTION OF ORDINANCE 16-02S TO THE CITY COUNCIL AMENDING CHAPTERS 1 AND 3 OF THE SUBDIVISION ORDINANCE OF THE CITY CODE.</b>			
<b>Petitioner</b>	Planning Commission and Community Development Director		
<b>Discussion</b>	<p>Mr. Wright explained this is a public hearing to review the Final Draft of Chapter 1, General Provisions and Chapter 3, Subdivision Application Procedure and Approval Process of the proposed Subdivision Ordinance that will be presented to the City Council on November 8, 2016 for final adoption. Some important considerations in Chapter 1 are the vesting of land use authority among the City Council, Planning Commission and Community Development Director. Further, defining the public purpose, development guidelines and design standards are described. Chapter 3 classifies subdivisions by major and minor and details the preliminary and final plat requirements. Further, the application procedures for each of these subdivision plats are described.</p> <p>Commissioner Briggs opened the public hearing at 7:16 p.m.; with no public comment, he closed the public hearing at 7:17 p.m.</p> <p>The Planning Commission discussed the proposed Ordinance. They recommended the following be included:</p> <p>26-3-3(10)  <u>Model Homes</u>: For the purpose of allowing the early construction of model homes in a subdivision, the Planning Commission may permit a portion of a major subdivision involving no more than two (2) lots to be created in accordance with the procedures for minor subdivisions, provided the portion derives access from an existing city, county, or state roadway, and provided no future road or other improvement is anticipated where the</p>		

	lots are proposed. The final plat for the “minor” portion shall be submitted to the Planning Commission simultaneously with the preliminary plat for the entire major subdivision. Subsequent to final approval by the City Council the model homes may be constructed, subject to such additional requirements as the Planning Commission may require.
<b>CONCLUSION</b>	<b>Commissioner Cressall moved to forward a recommendation for approval of Ordinance 16-02S for adoption of Chapters 1 &amp; 3 of the Clinton City Subdivision Ordinance on to the City Council. Commissioner Buckles seconded the motion. Voting by roll call is as follows: Commissioner Buckles, aye; Commissioner Thompsons, aye; Commissioner Coombs, aye; Commissioner Cressall, aye; Commissioner Briggs, aye.</b>
<b>CONSIDER AND ACT UPON A REQUEST BY THE LAKESIDE COMMUNITY CHURCH TO EXTEND THE SITE PLAN APPROVAL FOR AN ADDITIONAL ONE YEAR TO NOVEMBER 2017.</b>	
<b>Petitioner</b>	Lonnie Campbell, Pastor Lakeside Community Church
<b>Discussion</b>	<p>Lonnie Campbell explained that the project is delayed. He referred to the following letter he submitted which includes an explanation:</p>  <p>Mr. Will Wright Community Development Dept. Clinton City Planning Commission</p> <p>To all those Concerned;</p> <p>This letter is to apply for an extension of the site plan approval and Conditional Use Permit. Since this site plan was presented and approved there have been changes to the plan.</p> <ol style="list-style-type: none"> <li>1. Storm drainage: We have secured approval from Jordan Valley Water Conservancy District to cross their easement so that the drainage system can connect to the system on 1235 W.</li> <li>2. Utility Access: Under the original plan utilities were to be accessed from 1000 W. as there was a piece of the property that connected the property now known as Lonnie Campbell Subdivision lot #1 to 1000 W. through lot #3. After we had the survey done it came to our attention that lot #3 was only 3 feet wide. I approached the property owners on both sides of the piece we own and neither one of them would give us an easement through their property for the utility access.</li> </ol> <p>Since that time we have acquired what is now known as Lonnie Campbell Subdivision lot #2, (recognized as 1038 W. 800 N.) I have received approval to bring utilities in from 800 N. along the west side of that property. This year we also demolished the very unsightly shed that was between the house and the barn on the 1038 W. 800 N. property.</p> <p>Cross Engineering Services has mapped the utilities from 800 N. to lot #1 including Fire Hydrants, water, secondary water, sewer and gas.</p> <p>The final building plans are almost complete and are expected to be finished in January 2017. We have a bid for the steel and are continuing to work at raising money to get the building project started. We are attempting to pay for this project as we go and it is going some slower than we had first anticipated. During this time I have also travelled to South Africa on two occasions on missionary efforts, teaching at a college in Rustenburg. I have also been invited back to teach again in May of 2017. Each of these trips lasts for three weeks and cause a disruption in the work I am doing on the building project fund raising. However, I must say that the ministry is more valuable to us that getting the building completed quickly.</p> <p>I am asking for some grace with this project and desire that you grant us a 1 year extension on the site plan approval and Conditional Use Permit.</p> <p>If you have questions please contact me. (801)644-6976; pstrlonnie@gmail.com</p> <p>Sincerely,  Rev. Lonnie R. Campbell Pastor</p> <p style="text-align: right;"><b>AG</b></p> <p>He explained that lot 2 became available last year and has been purchased. The property lines were</p>

	<p>readjusted. The secondary access, an easement with Jordan Valley Water was established as well as approval from Public Works to bring utilities in off 1800 N. The process is moving forward and bids are being sought; building plans are anticipated to be presented in early 2017.</p> <p>The Planning Commission discussed the potential to extend the site plan for 18 months from May 4 to Nov 4 of 2017.</p> <p>Mr. Wright reviewed the following information included in the staff report:</p> <p>The site plan approval was issued on November 4, 2014 and stipulated under the expiration paragraph that this approval was good for eighteen months and also indicated that the applicant could request an extension. The petitioner was notified of the option to request an extension.</p>
<p><b>CONCLUSION</b></p>	<p><b>Commissioner Buckles moved to extend the site plan approval for Lakeside Community Church and grant an 18 month extension from the original time the site plan would have expired on May 4, 2016 to Nov 4, 2017 and if the building permit has not been issued by Nov 4, 2017, the site plan approval will expire and the petitioner will need to submit a new request. Commissioner Coombs seconded the motion. Voting by roll call is as follows: Commissioner Buckles, aye; Commissioner Thompsons, aye; Commissioner Coombs, aye; Commissioner Cressall, aye; Commissioner Briggs, aye.</b></p>
<p><b>WORK SESSION: CONSIDER UPDATE OF THE CITY’S SUBDIVISION ORDINANCE WITH A REVIEW OF CHAPTER 4. THIS REVIEW MAY ALSO INCLUDE A REVIEW OF OTHER CHAPTERS IN THIS ORDINANCE.</b></p>	
<p><b>Petitioner</b></p>	<p>Community Development</p>
<p><b>Discussion</b></p>	<p>Chapter 4. Assurance for Completion and Maintenance of Improvements</p> <p><b>26-4-1</b> Improvements and Subdivision Improvement Agreement  <b>26-4-2</b> Inspection of Improvements  <b>26-4-3</b> Acceptance of Off-Site Improvements  <b>26-4-4</b> Maintenance of Improvements  <b>26-4-5</b> Deferral of Waiver of Required Improvements  <b>26-4-6</b> Escrow Deposits for Lot Improvements  <b>26-4-7</b> Issuance of Building Permits and Certificates of Occupancy  1.1.</p> <p><b>26-4-1 Improvements and Subdivision Improvement Agreement:</b></p> <p><del>(1) <b>Development Agreement:</b> Upon approval of the preliminary plat the subdivider shall provide that the conditions contained in the Subdivision Development Agreement shall run with the land and bind all successors, heirs, and assignees of the Subdivider. When the Subdivision Development Agreement is adopted by the Council, pursuant to applicable state and local laws, it shall be recorded against all properties in the subdivision in the Recorder’s Office of Davis County. The Subdivision Development Agreement shall outline the conditions of approval related to the zone, density, lot sizes, average dimensions, and other factors pertinent to the preliminary approval.</del></p> <p>(2) <b>Completion of Improvements:</b> Before the final plat of the subdivision is signed by the Mayor or recorded with the Davis County Recorder’s Office, all subdividers shall be required to complete necessary improvements, in accordance with the Council’s decision and to the satisfaction of the Public Works Inspector. These include all the street, sanitary and other public improvements, including lot improvements on the individual lots of the subdivision, as required in these regulations, specified in the final plat of the subdivision and approved construction drawings as approved by the Council. The subdivider is to dedicate those public improvements to the City, free and clear of all liens and encumbrances on the dedicated property and public improvements.</p> <p>(3) <b>Subdivision Improvement Agreement and Guarantee:</b></p> <p>(a) <b>Agreement:</b> The Community Development Director may waive the requirement that the subdivider complete and dedicate all public improvements prior to recording the final</p>

plat of the subdivision and, as an alternative, permit the subdivider to enter into a Subdivision Improvement Agreement by which the Subdivider covenants to complete all required public improvements no later than two (2) years following the date on which the Council approves the final plat of the subdivision. ~~The subdivider shall covenant to maintain each required public improvement for a period of two (2) years one (1) year following the conditional acceptance by the Council of the dedication of that completed public improvement.~~ Additionally, the subdivider shall warrant, as defined in Utah Code 10-9a-103(19), that all required public improvements will be free from defect for the same one (1) year following the conditional acceptance. The Subdivision Improvement Agreement shall contain such other terms and conditions agreed to by the subdivider and the Council.

(b) **Security:** Whenever the Community Development Director permits a subdivider to enter into a Subdivision Improvement Agreement, it shall require the subdivider to provide a cash escrow as security for the promises contained in the Subdivision Improvement Agreement. Security shall be in an amount equal to one hundred ten percent (110%) of the estimated cost of completion of the required public improvements, including lot improvements. The estimated cost shall be reviewed and verified by the City Engineer. The escrow agent shall be a state-licensed institution approved to conduct business in this capacity and shall be acceptable to the Community Development Director. The Subdivider may also have a cash escrow with the City, but without interest amenities available with banks.

(c) **Cash Escrow:** When the subdivider posts a cash escrow as security for its promises contained in the Subdivision Improvement Agreement, the escrow instructions shall provide:

(i) That the Subdivider will have no right to a return of any of the funds except as provided in section 4.02.2.; and

(ii) That should the subdivider fail or refuse to make the improvements required as outlined in this agreement, the City Subdivision Ordinance or approved construction drawings within two (2) years following the date on which the Council approves the final subdivision plat, the City may declare the funds on deposit with the Escrow Agent forfeited, and the escrow agent shall have a legal duty to deliver the proceeds of the account. The funds shall be used to install the improvements required by the City Subdivision Ordinance and approved construction drawings.

(d) **Escrow Deficiency:** If at any time prior to completion of the subdivision or acceptance of the improvements by the City, the City determines the amount held in escrow (exclusive of the 10% reserve) is not sufficient to complete the needed improvements, subdivider shall put such additional amounts into escrow within 30 days of receiving written notice from the City.

(e) **Appeal:** The Subdivider may request a hearing before the City Council for a review of the opinion of the Community Development Director, Public Works Inspector or City Engineer or upon action by the City to seize a cash escrow, provided said request is made in writing and served by certified mail within thirty (30) days after written notification of any nonconformity with City ordinances, rules, regulations, requirements and standards or the Subdivision Improvement Agreement or Approved Construction Drawing or as to the insufficiency of any work.

If and when the municipality conditionally accepts the offer of dedication for the last completed required public improvement, the municipality shall execute a waiver of its right to receive all but ten percent (10%) of the funds represented by the cash escrow if the Subdivider is not in breach of the Subdivision Improvement Agreement. The residual funds shall be security for the Subdivider's covenant to maintain the required public improvements and its warranty that the improvements are free from defect.

(4) **Temporary Improvement:** The subdivider shall build and pay for all costs of temporary improvements required by the Council and shall maintain those temporary improvements for the period specified by the Council. Prior to construction of any temporary facility or improvement, the developer shall file with the City a separate Subdivision Improvement Agreement and a cash escrow in an appropriate amount for the temporary facilities to be properly constructed, maintained, and removed.

(5) **Required Improvements:** All required improvements shall be made by the developer, at its expense, without reimbursement by the City or any improvement district except that, as may be allowed under state law and approved by the Council.

(6) **Governmental Units:** Governmental units to which these contract and security provisions apply may file, in lieu of the contract and security, a certified resolution or ordinance from officers or agencies authorized to act in their behalf, agreeing to comply with the provisions of this Ordinance.

(7) **Failure to Complete Improvement:**

(a) For subdivisions for which no Subdivision Improvement Agreement has been executed and no security has been posted, if the improvements are not completed within the period specified by the Council in the action approving the final plat any such approval shall be deemed to have expired. Additionally:

(i) If the city is required to disconnect public utilities that may have been connected the city may file a lien against the property to recoup any costs incurred;

(ii) The city may, for the purpose of public notice record a document with the Davis County Recorder's Office indicating the incomplete status of the subdivision.

(b) In those cases where a Subdivision Improvement Agreement has been executed and security has been posted and required public improvements have not been installed within the terms of the agreement, the City may then:

(i) Declare the agreement to be in default and require that all the improvements be installed regardless of the extent of the building development at the time the agreement is declared to be in default;

(ii) Suspend approval of the final plat of the subdivision until the improvements are completed and record a document to that effect for the purpose of public notice;

(iii) Obtain funds under the security and complete improvements itself or through a third party;

(iv) Assign its right to receive funds under the security to any third party, including a subsequent owner of the subdivision for which improvements were not constructed, in whole or in part, in exchange for that subsequent owner's promise to complete improvements in the subdivision; or

(v) Exercise any other rights available under the law.

(c) Prior to the end of the two-year period, the City Council may grant an extension of up to one (1) year for completion of the improvements within the subdivision. The Subdivider, in writing shall make application for an extension with a copy provided to the Escrow Agent of record, if any. Upon action by the Council, the Community Development Director shall notify the Subdivider and Escrow Agent of any action taken by the Council. The decision to grant any extension period shall be within the sole discretion of the City Council.

(8) **Acceptance of Dedication Offers:** Acceptance of formal offers of dedication of streets, public areas, easements, and parks shall be by motion of the City Council with such motion authorizing the Mayor to sign the final plat of the subdivision. The approval of a subdivision plat by the Planning Commission or Council, whether ~~sketch~~, preliminary or final, shall not be deemed to constitute or imply the acceptance by the municipality of any street, easement, or park shown on the final plat. The Council may require the final plat to be endorsed with appropriate notes to this effect.

**26-4-2 Inspection of Improvements:**

(1) **General Procedure and Fees:** The Public Works Inspector shall inspect required improvements during construction and ensure their satisfactory completion. The subdivider shall pay to the municipality an inspection fee based on the estimated cost of inspection, and where the improvements are completed prior to approval of the final plat of the subdivision, the subdivision plat shall not be signed by the Mayor unless the inspection fee has been paid at the time of application. These fees shall be due and

payable upon demand of the Community Development Director and no building permits or certificates of occupancy shall be issued until all fees are paid. The amount of the fees shall be established by resolution, from time to time by the Council and included in the Consolidated Fee Schedule. If the Public Works Inspector finds upon inspection that any one or more of the required improvements have not been constructed in accordance with the municipality's construction standards, specifications or approved construction drawings, the subdivider shall be responsible for properly completing the improvements.

(2) **Release or Reduction of Security:** The Community Development Director may release funds from an established escrow in an amount equal to that set in the Subdivision Escrow Agreement for said improvements. Prior to release of any funds the Public Works Inspector shall inspect all improvements for which the release of funds is being requested and verify proper material, construction, and compliance with city standards and approved construction drawings. For improvements that are not to be city owned infrastructure inspection shall be done by and verified by an inspector authorized by the appropriate utility. The amount of the escrow shall be reduced upon satisfactory inspection of the public improvements and then only to the ratio that the cost of the public improvement inspected bears to the total cost of public improvements for the subdivision. In no event shall a release be greater than the amount of the inspected item established in the escrow or shall the cash escrow be reduced below ten percent (10%) of the principal amount.

**26-4-3 Acceptance of Off-Site Improvements:**

(1) **Conditional Acceptance of Improvements:** The City Council will not conditionally accept dedication of required improvements, nor release nor reduce the amount of any security posted by the Subdivider until the Public Works Inspector has submitted a certificate stating that all required improvements have been satisfactorily completed and until:

(a) The Community Development Director has verified that all fees, charges, transfers, and deposits related to the development have been paid to the City;

(b) The subdivider's engineer or surveyor has certified to the Public Works Inspector, through submission of a detailed "as-built" survey plat of the subdivision, indicating location, dimensions, materials, and other information required by the Public Works Inspector, that the layout of the line and grade of all public improvements are in accordance with construction plans for the subdivision;

(c) A title insurance policy has been furnished to and approved by the Community Development Director indicating that the improvements have been completed, are ready for dedication to the City, and are free and clear of any and all liens and encumbrances; and

(d) Upon such approval and recommendation by the Public Works Inspector, the Community Development Director shall present to the City Council and the Council shall thereafter conditionally accept the improvements ~~for dedication~~ in accordance with the established procedure.

(2) **Special Exceptions to Conditional Acceptance:** At the time of conditional acceptance the City Council may hold back, in addition to the required guarantee funds the amount for seal coat, provided that the asphalt within the subdivision has not been down for at least one-year, or the season is not right for seal coat, and the Subdivider has indicated his willingness to participate in the city annual seal coat contract.

(3) **Final Acceptance:**

(a) The Subdivider shall request final acceptance of all improvements one year after conditional acceptance. Final inspection by the Public Works Inspector shall be made upon the request of the Subdivider but no sooner than one (1) year after conditional acceptance. All defects as noted in the final inspection report of the Inspector shall be corrected to the satisfaction of the Inspector. Final acceptance shall be by approval of the City Council after written approval is received from the Inspector.

(b) Where repairs are necessary to be performed by the subdivider final acceptance may be delayed by the City Council a specific amount of time if, in the opinion of the Public

Works Inspector the severity of the repairs requires an extended guarantee period.

(4) **Authority to Release:** Funds held in the escrow account shall not be released to the Subdivider, in whole or part, except upon express written instructions of the City. At the end of the maintenance and warranty periods and after final acceptance by the City, all escrowed funds shall be released to the Subdivider.

**26-4-4 Maintenance of Improvements:** The developer shall be required to maintain all required public improvements on the individual subdivided lots and provide for snow removal on streets and sidewalks, if required by the Council, until acceptance of the improvements by the Council. If there are any certificates of occupancy on a street not dedicated to the City, the City may on twelve (12) hours notice plow the street or effect emergency repairs and charge those costs to the developer. Following the conditional acceptance of the dedication of any public improvement by the City, the City may, in its sole discretion require the Subdivider to maintain the improvement for a period of one (1) year from the date of acceptance.

**26-4-5 Deferral or Waiver of Required Improvements:**

(1) **City Council Action:** The Council may defer or waive, at the time of approval of the final plat of the subdivision, subject to appropriate conditions, the provision of any or all public improvements as, in its judgment, are not requisite in the interests of the public health, safety, and general welfare, or which are inappropriate because of the inadequacy or non-existence of connecting facilities. Any determination to defer or waive the provision of any public improvement must be made on the record and the reasons for the deferral or waiver also shall be expressly made on the record.

(2) **Subdivider's Obligation:** Whenever it is deemed necessary by the Council to defer the construction of any improvement required under these regulations because of incompatible grades, future planning, inadequate or nonexistent connecting facilities, or for other reasons, the Subdivider shall pay his share of the cost of the future improvements to the City prior to signing of the final plat of the subdivision by the Mayor, or the developer may execute a separate Subdivision Improvement Agreement secured by a cash escrow guaranteeing completion of the deferred improvements upon demand of the City.

**26-4-6 Escrow Deposits for Lot Improvements:**

(1) **Non-Developer Builders:**

(a) Builders seeking a building permit in a subdivision that they are not the guarantor for shall deposit with the city a cash escrow in the amount established by resolution by the Council and published in the Consolidated Fee Schedule. Said bond shall be paid at the time a building permit is issued and shall insure and guarantee the lot improvements from damage during construction. Such improvements include but are not limited to curb, gutter, sidewalk, water meter structures, streetlights, grading, and other on lot improvements.

(b) Escrows deposited by non-developer builders shall not be returned until a structure has passed final inspection, a certificate of occupancy has been issued and the Public Facilities/Building Inspector has approved all lot improvements. Once authorized, escrows shall be returned to the person paying for the building permit by the end of the month following the date of authorization of approval for release. No interest shall be paid at the time of release of escrows deposited with the city.

(2) **Acceptance of Escrow Funds:** Whenever, by reason of the season of the year, any lot improvements required by the subdivision regulations cannot be performed, a certificate of occupancy may be issued, provided there is no danger to health, safety, or general welfare upon accepting a cash escrow deposit in an amount to be determined by the Community Development Director for the cost of the needed lot improvements. The Subdivision Improvement Agreement and security covering the lot improvements shall remain in full force and effect.

(3) **Procedures on Escrow Fund:** All required improvements for which escrow monies have been accepted by the Community Development Director at the time of issuance of a

	<p>certificate of occupancy shall be installed by the Subdivider within a period of six (6) months from the date of deposit and issuance of the certificate of occupancy. If the improvements have not been properly installed at the end of the time period, the Community Development Director shall give two (2) weeks written notice to the developer requiring it to install the improvements, and if they are not then installed properly, the Community Development Director may request the Council to proceed to contract out the work for the installation of the necessary improvements in a sum not to exceed the amount of the escrow deposit. At the time of the issuance of the certificate of occupancy for which escrow monies are being deposited with the City, the builder shall obtain and file with the City prior to obtaining the certificate of occupancy a notarized statement from the purchaser or purchasers of the premises authorizing the City to have the improvements installed at the end of the six-month period if the improvements have not been duly installed by the Subdivider.</p> <p><b>(4) Escrow With Authorized Agent:</b></p> <p>(a) The Community Development Director may accept proof of an escrow, established with a state licensed title company that guarantees any lot improvements required by the subdivision regulations. The escrow shall guarantee any lot improvements not completed due to seasonal conditions as outlined in 4.06.2. above. Upon acceptance of the Title Company escrow the certificate of occupancy may be issued, provided there is no danger to health, safety, or general welfare. The amount of the escrow is to be determined by Community Development Director for the cost of the lot improvements being escrowed.</p> <p>(b) The guarantee from the Title Company shall state that the Title Company will have the required improvements installed by a professional contractor upon demand of the city.</p> <p><b>26-4-7 Issuance of Building Permits and Certificates of Occupancy:</b></p> <p>(1) <b>Security Required:</b> When a security has not been provided for a subdivision, no building permit or certificate of occupancy for any building in the subdivision shall be issued prior to the completion of the required public improvements and the acceptance of the dedication of those improvements by the City unless otherwise stipulated in the Council’s approval of the final plat of the subdivision.</p> <p>(2) <b>Street Improvements Required:</b> The extent of street improvement shall be adequate for vehicular access by the prospective occupant(s) and by police and fire equipment prior to the issuance of a certificate of occupancy. For the purposes of this section, adequate generally means “Hard Surfaced”, however at the discretion of the Fire Chief and Community Development Director a temporary certificate of occupancy may be granted under the following conditions:</p> <p>(a) The developer can show that asphalt for the subdivision has been scheduled;</p> <p>(b) All underground improvements that would cause a street to be dug in are installed and inspected and approved by the Public Works Inspector; and</p> <p>Required road base is to be installed and compacted, and it may be reasonably assumed that the weather will not preclude access to a structure. Prior to the temporary certificate of occupancy being issued the developer shall provide a letter to the city signed by the occupants and stating that they are aware of limitations of service and that the city will not service the roadway until after the subdivision is accepted by the city.</p>
<b>Issues &amp; Concerns</b>	Graffiti on the trail at the north end of the City is an issue on the back side of the storage units and on the trail.
<b>ADJOURNMENT</b>	<b>Commissioner Buckles moved to adjourn. Commissioner Cressall seconded the motion. Commissioners’ Coombs, Thompson, Cressall and Briggs voted in favor of the motion., the meeting adjourned at 9:25 p.m.</b>