



Staff Report

PLANNING DIVISION
COMMUNITY & ECONOMIC DEVELOPMENT

To: Salt Lake City Planning Commission

From: Christopher Lee, (801) 535-7706, chris.lee@slcgov.com

Date: August 25, 2016

Re: PLNPCM2016-00368: Alley Closure at approximately 25 S 1000 W (23 S 1000 W)

ALLEY CLOSURE

PROPERTY ADDRESS: Affects: 3 S 1000 W, 23 S 1000 W, 30 S 900 W, 909 W South Temple, 919 W South Temple, 923 W South Temple, 947 W South Temple, 951 W South Temple, 955 W South Temple

PARCEL ID(s): Affects: 15-02-201-012, 15-02-201-008, 15-02-201-009, 15-02-201-010, 15-02-201-007, 15-02-201-006, 15-02-201-005, 15-02-201-004, 15-02-201-003, 15-02-201-013

MASTER PLAN: North Temple Boulevard Master Plan

ZONING DISTRICT: TSA-UN-T (Transit Station Area-Urban Neighborhood-Transition)

APPLICABLE LAND USE REGULATIONS: Utah State Code: Section 10-9a-204, Salt Lake City Municipal Code Chapters: 2.58 and 14.52

REQUEST: Justin Ellis, representing Freeman Ventures LLC which owns the parcel at 23 S 1000 W, is requesting the closure of an alley located along the north property line of his parcel and also adjacent to ten other parcels. The Planning Commission is required to transmit a recommendation to the City Council for alley vacation requests.

RECOMMENDATION: Based on the findings and analysis in this staff report, Planning Staff recommends that the Planning Commission transmit a positive recommendation to the City Council for the alley vacation.

The following motion is provided in support of the recommendation:

Based on the findings and analysis in the staff report, testimony, and discussion at the public hearing, I move that the Planning Commission transmit a positive recommendation for the alley vacation to the City Council with the following conditions:

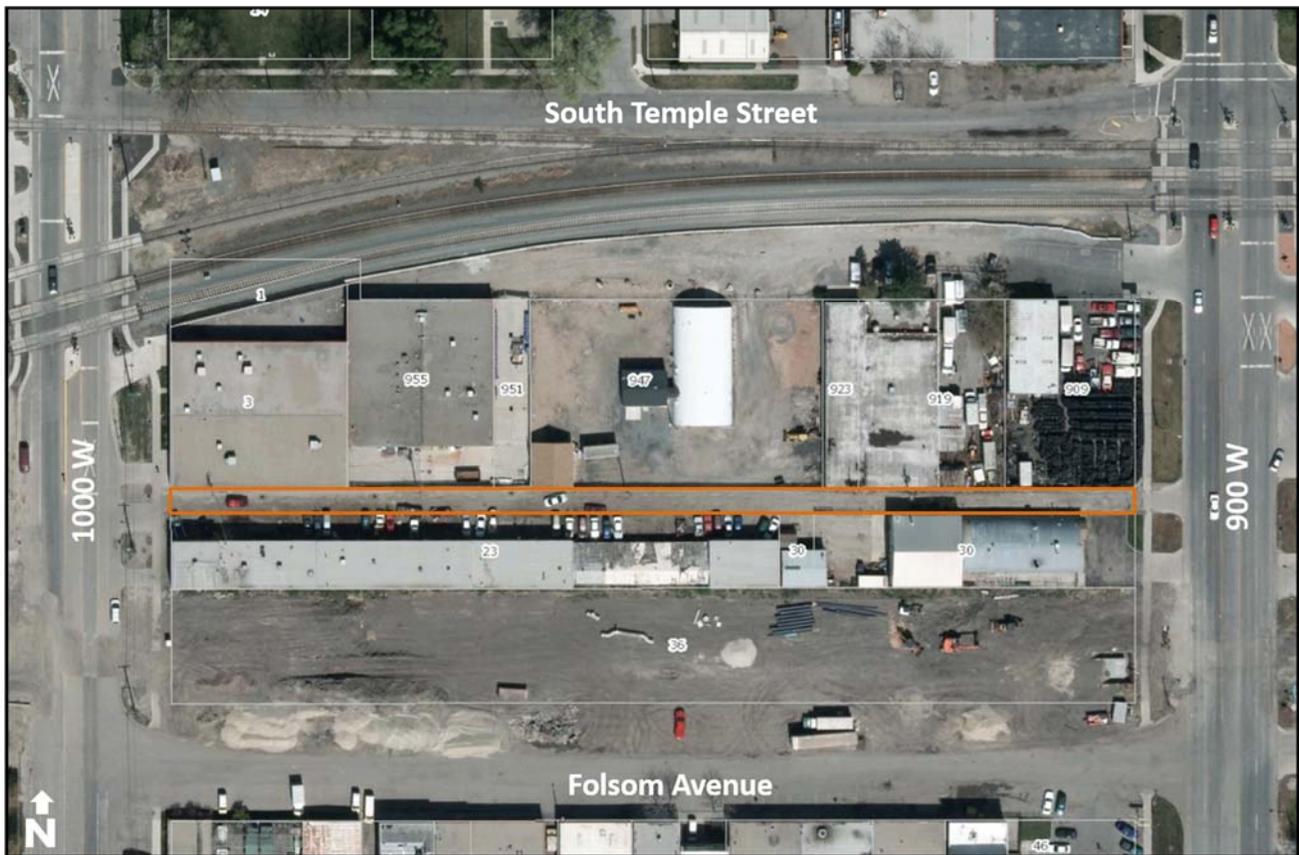
1. The proposed method of disposition of the alley property shall be consistent with the method of disposition outlined in Section 14.52.040 – Method of Disposition and Chapter 2.58 City Owned Real Property of the Salt Lake City Ordinance.
2. The closure is subject to the signature of the lease agreement between Salt Lake City Corporation and Freeman Ventures, LLC (see Attachment F).
3. Prior to the alley closure, the two parcels known by the address 30 S 900 W (15-02-201-009 and 15-02-201-010) and owned by the same entity, must be consolidated so that the smaller of the two is not left “land locked”.

ATTACHMENTS:

- A. [Vicinity Map](#)
- B. [Photos](#)
- C. [Application with Request Letter](#)
- D. [Existing Conditions & Zoning](#)
- E. [Analysis of Standards](#)
- F. [Lease Agreement](#)
- G. [Public Process and Comments](#)
- H. [Department Review Comments](#)
- I. [Potential Motions](#)

PROJECT DESCRIPTION:

This is a request to close an alley running the full length of the block between 900 W and 1000 W with South Temple to the north and Folsom Avenue to the south. The alley closure was formally requested by the owner of the parcel at approximately 23 S 1000 W (also known as 25 S 1000 W). All of the other property owners adjacent to the alley support the closure and have signed the application. The applicant and other owners are moving to close the alley in an attempt to curtail illegal activities taking place in the alley that negatively impact their businesses.



Proposed Alley Closure

There are reports of drug sales and use, prostitution, vagrancy, and associated discarded items from these activities. Consequently, the owners have proposed this closure to gate both ends of the alley in an attempt to eliminate the illegal activities taking place there. The application and a formal letter detailing the reasons for their request is included in Attachment C. In fact, the applicant has already installed gates on both ends of the alley in an attempt to curtail illegal activity without obtaining the proper permits. If this alley closure is approved the permit will be required. If it is not approved, the gates will need to be removed.

All of the properties adjacent to the alley that would be affected by this closure have commercial uses except for the three owned by Salt Lake City Corporation (3 S 1000 W, 955 W South Temple, and 951 W South Temple) which are utilized as City facilities storage. Most of the businesses are auto repair/salvage shops. Consequently there are many cars found in front of most of those buildings (see Attachment B).

A crucial element of this proposed closure is that the City will maintain ownership of the alley and lease it to the applicant via the formal lease agreement included in Attachment F. This is necessary due to the crucial utilities that are located under the alley (see Issue 2) and the requirement that the City be able to have 24 hour access for maintenance and repairs. Even though the SLC will not be giving up ownership of the alley, if the closure is approved, all public access will cease. Only the owners of the adjacent properties and the City will have access to the alley via keys to open the gates located at each end.

KEY ISSUES:

The key issues listed below have been identified through the analysis of the project, neighbor and community input, and department review comments.

Issue 1: Required Lot Consolidation

As illustrated in Attachment E, various standards must be met to close and/or vacate an alley per *Section 14.52.030B* of the Salt Lake City Municipal Code. The 4th standard states that:

The petition will not result in any property being landlocked;

The South Temple corridor, located to the north of each of the parcels on the north side of the alley, provides access via a public street and the standard is met on that side. If the alley were to be closed, none of those parcels would be land locked.

The three parcels on the south side of the alley however, abut one large parcel to the south that runs all the way between 900 W and 1000 W. The only access, besides the alley itself, is via 900 W or 1000 W. That presents no problem to meet the standard for two of the three parcels. The parcel owned by the applicant which extends eastward from 1000 W for more than half of the length of the block (23 S 1000 W) has access to 1000 W. Another large parcel extends westward from 900 W known by the address 30 S 900 W and tax identification number 15-02-201-010 has access via 900 W. Neither of those parcels would be landlocked due to the alley closure.

The small lot located between those two larger ones is another story, however. The middle parcel carries the same address (30 S 900 W) as the property it abuts to the east but it has a distinct tax identification number of 15-02-201-009 (please see the following visual). According to Salt Lake County records they are both owned by the same entity and Planning Staff was able to ascertain during a site visit that they

are part of the same business complex. Currently, they are effectively operating as one lot with the same use but they are distinct parcels. As it sits now, the smaller one in the middle would be left landlocked by this proposed alley closure and approval could not be given to allow it to move forward.



Given that situation, one of the conditions of approval is that the two parcels referenced above must be consolidated via the standards found in chapter 20.32 of the Salt Lake City Municipal Code prior to closing the alley to eliminate the possibility of leaving a parcel landlocked via the alley closure. If the consolidation is not done, the alley closure cannot be approved.

Issue 2: Lease Agreement

This application was reviewed by several City departments to verify that there are no items within their purview that may be impacted by the proposed closure. Feedback from the Public Utilities review indicated some major issues with the closure of this alley (see attachment H):

There is a public sewer main in this alley. Access to this main must be maintained. Sewer service for all properties that back the alley is provided by this main. There is also a public storm drain in this alley. Public Utilities will not approve this closure.

Upon receiving this feedback, the Salt Lake City Property Manager reached out to the Public Utilities division as well as to the applicant. Through those conversations, it was determined that while the alley contained an important sewer main and storm drain, it did not necessarily mean that there was no

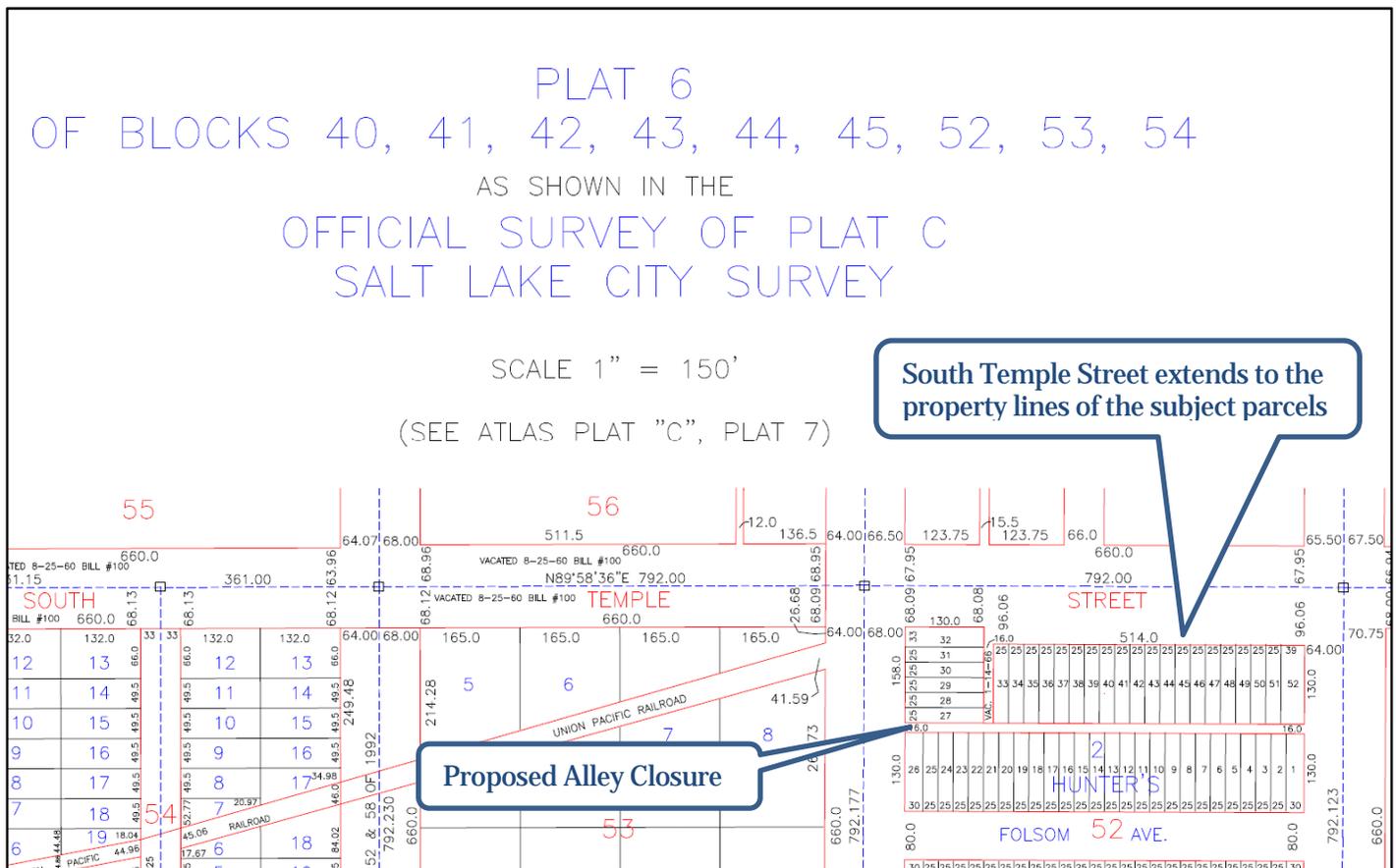
possibility to close the alley. They arrived at a compromise to both close the alley and allow full access by Public Utility employees. That was accomplished via a lease agreement wherein the applicant agrees to lease the alley from Salt Lake City to facilitate its' closure while granting keys to the division of Public Utilities which allows them access at any time to maintain the sewer and drain. Encumbering the property with a long term land lease is done without triggering the disposition process.

Issue 3: Status of the Access Road directly South of the Railroad Tracks

Similarly, the Fire Reviewer stated the following (see attachment H for the complete text):

It appears that with the closure of the ally would mean that at least three properties would not have fire department access as required by the International Fire Code Section 503.1.1. This requirement may be fulfilled if a street was in place between the railroad tracks and the buildings just to the south of the tracks.

Upon examination of the Axis Plat Map shown below, it was determined that a public street is in place between the railroad tracks and the buildings to the south of them. Although it is divided by the railroad line, South Temple is recognized in that entire area right up to the norther property lines of the parcels on the north side of the alley. When this information was presented to the Fire Reviewer, Ted Itchon, he stated that it is in compliance and that he is satisfied that it meets the standards.



DISCUSSION:

The alley closure has been reviewed against the standards for alley vacations located in Attachment E. In compliance with the applicable policies, the alley is not being used as a public alley and the closure is supported by all the adjacent property owners. Further, City policies and the relevant Master Plan do not include any policies that would oppose the vacation of this alley. Currently, the proposed alley closure does not meet all of the applicable standards but can meet them through the Conditions of Approval that have been outlined above. If all the Conditions of Approval are completed, this proposal should be within full compliance of the standards.

NEXT STEPS:

Chapter 14.52 of the Salt Lake City Code regulates the disposition of City owned alleys. When evaluating requests to close or vacate public alleys, the City considers whether or not the continued use of the property as a public alley is in the City's best interest. Noticed public hearings are held before both the Planning Commission and City Council to consider the potential adverse impacts created by a proposal. Once the Planning Commission has reviewed the request, their recommendation is forwarded to the City Council for consideration.

The City Council has final decision authority with respect to alley vacations and closures. If the City Council approves the alley closure, the alley will be closed to the public but the City will retain ownership. The closure is subject to payment to the activation of the lease agreement located in Attachment F.

ATTACHMENT A: VICINITY MAP



 Proposed Alley Closure

ATTACHMENT B: PHOTOS



View of the alley from 900 W, looking west. The building on the right is a tire/car repair business and the building to the left offers painting/screen printing services.



The new gate near the eastern end of the alley. Also, notice all the cars near the buildings on the south side which is dominated by mechanic shops.



View of the alley interior, looking west.



View of the alley from 1000 W, looking east. The building on the right is a tire/car repair business and the building to the left is owned by the City and utilized as storage. Notice the new fence and gate.

ATTACHMENT C: APPLICATION AND LETTER



Alley Vacation or Closure

SALT LAKE CITY PLANNING

OFFICE USE ONLY

Project #: <i>PCNPCM2011e-00368</i>	Received By: <i>C. Anglin</i>	Date Received: <i>5/13/10</i>
Project Name: <i>1000 W. Alley Closure</i>		

PLEASE PROVIDE THE FOLLOWING INFORMATION

Location of the Alley: <i>25 South 900 West Salt Lake City, Utah</i>	
Name of Applicant: <i>Freeman Ventures LLC</i>	Phone: <i>979-777-1825</i>
Address of Applicant: <i>College Station 355 Blomire Dr. Ste 282 Texas 77845</i>	
E-mail of Applicant: <i>Jellislaw@outlook.com</i>	Cell/Fax:

Applicant's Interest in Subject Property:

Owner Contractor Architect Other: *TRUSTEE FOR MCD, FREEMAN CHILD TRUST OWNER FREEMAN VENTURES, LLC*

Name of Property Owner abutting the alley (if different from applicant): <i>SEE ATTACHED</i>	
E-mail of Property Owner: <i>SAME</i>	Phone: <i>SAME</i>

➔ Please note that additional information may be required by the project planner to ensure adequate information is provided for staff analysis. All information required for staff analysis will be copied and made public, including professional architectural or engineering drawings, for the purposes of public review by any interested party.

AVAILABLE CONSULTATION

➔ Planners are available for consultation prior to submitting this application. Please call (801) 535-7700 if you have any questions regarding the requirements of this application.

WHERE TO FILE THE COMPLETE APPLICATION

<i>Mailing Address:</i> Planning Counter PO Box 145471 Salt Lake City, UT 84114	<i>In Person:</i> Planning Counter 451 South State Street, Room 215 Telephone: (801) 535-7700
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REQUIRED FEE

- ➔ Filing fee of \$243.
- ➔ Plus additional fee for required public notices

SIGNATURE

- ➔ If applicable, a notarized statement of consent authorizing applicant to act as an agent will be required.

 Jon Freeman Ventures, LLC

Signature of Owner or Agent:

Date:

5/10/16

SUBMITTAL REQUIREMENTS

Staff Review

Please include with the application: (please attach additional sheet)

1. A letter explaining why you are requesting this alley vacation or closure.

2. A Sidwell map showing the area of the proposed alley vacation or closure. On the map please:

a. Highlight the area of the proposed alley vacation or closure.

b. Indicate with colored dot the property owners who support the petition.

c. Submit one paper copy and a digital (PDF) copy of the map.

3. A written description with measurements of the proposed alley vacation or closure.

- A final legal description prepared by a licensed engineer will be required later.

4. The name, address and signatures of all abutting property owners who support the petition.

- Petition must include the signatures of no less than 80% of the abutting property owners.
- Signatures should be from the property owners and not from the property renters.
- You may use the form attached to this application or provide your own form with signatures.

WHAT IS AN ALLEY VACATION OR CLOSURE?

As part of the subdivision process, early developers were required to create alleys which were then deeded to the City. They were used for coal delivery, garbage pickup and other services. They also allowed access to garages. Today, the City is officially the owner of these alleys. In situations where it can be demonstrated that there is an over-riding public purpose for vacating the alley, the City may relinquish its property interest in the alley.

When an alley is next to or abuts a single family or duplex residential property, the City **vacates** the alley, divides it in half, and the property is conveyed to the abutting property owners. If an alley is next to or abuts a non-residential, or multifamily residential (3 or more dwelling units) property, the City may **close** the alley and then **sell** the land at fair market value to the abutting property owners.

WHAT THE CITY CONSIDERS BEFORE VACATING OR CLOSING AN ALLEY

1. The City police department, fire department, transportation division, and all other relevant City departments have no reasonable objection to the proposed disposition of the property;
2. Granting the petition will not deny sole access or required off-street parking to any property adjacent to the alley;
3. Granting the petition will not result in any property being landlocked;
4. Granting the petition will not result in a use of the alley property which is otherwise contrary to the policies of the City, including applicable master plans and other adopted statements of policy which address, but which are not limited to, mid-block walkways, pedestrian paths, trails, and alternative transportation uses;
5. No opposing abutting property owner intends to build a garage requiring access from the property, or has made application for a building permit, or if such a permit has been issued, construction has been completed within 12 months of issuance of the building permit;
6. The petition furthers the City preference for disposing of an entire alley, rather than a small segment of it; and
7. The alley property is not necessary for actual or potential rear access to residences or for accessory uses.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

SLC I acknowledge that Salt Lake City requires the items above to be submitted before my application can be processed. I understand that Planning will not accept my application unless all of the following items are included in the submittal package.

PETITION TO VACATE OR CLOSE AN ALLEY

Name of Applicant:

Freeman Ventures, LLC by: Justin R. Ellis TTE *[Signature]*

Address of Applicant:

3515-B Langmore Dr. Ste 282 College Station, UT 84045

Date:

5/10/16

As an owner of property adjacent to the alley, I agree to the proposed vacation or closure. I understand that if my property is a commercial business or a rental property with more than three (3) dwelling units, I will be required to pay fair market value for my half of the alley.

Print Name	Address	Signature	Date	Notes
George Huber	947 W. South Temple	<i>[Signature]</i>	5/6/16	Not interested in cur costs
Justin Watters	3050 900 West	<i>[Signature]</i>	5/6/16	
Colby Ellis	909 W. So Temple	<i>[Signature]</i>	5-7-16	
Daniel Rip for SLC Corp.	451 S. State #425	<i>[Signature]</i>	5/9/16	
Print Name	Address	Signature	Date	

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PETITION TO VACATE OR CLOSE AN ALLEY

Name of Applicant: Freeman Ventures, LLC BY: JUSTIN ELLIS TTE *JE*
 Address of Applicant: 3515-B Langmuir Dr. STE 282 College Station UT 84305
 Date: 5/10/16

As an owner of property adjacent to the alley, I agree to the proposed vacation or closure. I understand that if my property is a commercial business or a rental property with more than three (3) dwelling units, I will be required to pay fair market value for my half of the alley.

Print Name	Address	Signature	Date	Notes
<i>George Barber</i>	<i>947 W. South Temple</i>	<i>[Signature]</i>	<i>5/6/16</i>	<i>Not interested in any cases</i>
<i>Justin Watters</i>	<i>3055 9700 West</i>	<i>[Signature]</i>	<i>5/6/16</i>	
<i>Colby Tiers</i>	<i>909 W So Temple</i>	<i>[Signature]</i>	<i>5-7-16</i>	
<i>PAUL SCHAAR</i>	<i>923 W. STEPHENSON SCHOOL</i>	<i>[Signature]</i>	<i>5/9/16</i>	

Print Name: additional signature Signature: _____ Date: _____

List of adjoining property owners

(a) 155 1000 West: owned by the City of Salt Lake. Daniel Rip real property manager, Housing and Neighborhood Development Division, has signed the petition in support of the alley closure.

Daniel Rip. Phone: 801.535.6308. Email: daniel.rip@slc.com.

(b) 951 West South Temple: owned by the City of Salt Lake. Daniel Rip real property manager, Housing and Neighborhood Development Division, has signed the petition in support of the alley closure.

Daniel Rip. Phone: 801.535.6308. Email: Daniel.rip@slc.com.

(c) 947 West South Temple: owned by Huber and Rowland Construction Co., dba Ottowear Designs, George Huber has signed the attached petition and indicated enthusiasm for closing off the alley.

George Huber. Phone: 801.359.7169.

(d) 919 W South Temple: owned by VPS South Temple, LLC dba Plumbing Plus, I spoke with the owner Paul Schaff via telephone on May 10, 2016. Paul indicated that he most likely supports the closure but would like to consult with his realtor before supporting the application. I will update the signature page on the application after I have had an opportunity to follow up with Mr. Schaff.

Paul Schaff. Phone: 801.484.7705.

(e) 909 W. South Temple: owned by Colby's Tire, Inc. I spoke with Colby Ellis in person. He has operated his business for 35 years and he strongly supports closure of the alleyway due to its negative impact on his business.

Colby Ellis. Phone: 801.596.2425.

(f) 30 900 West: owned by Rick's Enterprises Corp. I spoke with Justin Watters, Vice President for Rick's Enterprises. Both Justin and his father Rick Watters strongly support closure of the alleyway do to its negative impact on their family business.

Justin Watters. Phone: 801.595.0129. E-Mail: ricksenderprisecorp@gmail.com.

THE LAW OFFICES OF JUSTIN R. ELLIS
3515-B Longmire Drive
Suite 282
College Station, Texas 77845

Telephone: 979.777.1825
Fax: 512.597.1961
Email: jellislaw@outlook.com

May 10, 2016

Sent Via: Hand Delivery

Salt Lake City Planning
451 South State Street, Room 215
Salt Lake City, Utah 84114

Re: Letter in support of petition to vacate and close alley adjacent to 25 South 1000 West running between 1000 west and 900 west.

To whom it may concern:

This letter is being submitted in support of the attached petition to vacate the alley adjoining the commercial property at 25 south 1000 west more specifically identified on Exhibit A attached hereto and incorporated herein by reference (the "Alley"). I am the trustee for the Mel D. Freeman Children Trust which is the sole owner of Freeman Ventures, LLC, an Idaho limited liability company duly registered to do business in Utah as a foreign entity. Freeman Ventures, LLC is the owner of the commercial property located at 25 S. 1000 W, Salt Lake City, Utah (hereafter, the "Property").

By way of background, the building was purchased by my grandfather, Melvin D. Freeman on May 2, 2003. In October, 2013 Melvin passed away leaving the property in Trust for the benefit of his children. As Trustee I assumed a management role over the Property in 2013. The Property was originally built as an approximately 14,000 square foot industrial flex property in the 1970's. Despite having been originally developed as a high quality industrial building the Property precipitously deteriorated over the decades becoming blighted along with the adjoining neighborhood. As many City Officials are aware, the area surrounding the Property, and more particularly the Alley, has suffered from homelessness, drug activity, prostitution, and the predominant tenant use has been unsightly mechanics shops. Due to its isolated location, and certain tenants, the Alley had become a haven for drug sales, drug use and affiliated prostitution.

In the time that I have been responsible for management of the Property the Trust has invested significant financial resources and myself, along with numerous family members, have engaged in intensive on-site management of the Property and hands on clean-up of the Alley removing truckloads of garbage, not to mention abandoned shopping carts, drug paraphernalia and used condoms. *See*, Exhibit B, containing images related to the Alley and it's clean up. I have also developed a long term plan to eliminate automotive tenants and I have evicted numerous tenants who I have suspected of participating in illegal activities. Despite our best efforts it is very difficult to stabilize the Property and keep the area clean without being able to secure the Alley. The openness of the Alley also has a deleterious effect on tenants whose businesses are negatively impacted by vandalism and the presence of homeless persons and drug addicts.

In early 2016 the Alley was partially fenced in cooperation with the adjoining neighbor to the east at 30 900 West based on the mistaken belief that the Alley had been vacated by Council Ordinance 06-1966. Applicant has been working with Zoning and Dan Rip the Real Property Manager for Salt Lake City to resolve the inadvertent closure. *See*, Exhibit B images.

As an attorney with a background in land use I have come to appreciate Salt Lake City's progressive approach to planning and I have come to see significant potential in both the cleanup of the Property and the surrounding neighborhood as outlined by the Redevelopment Agency of Salt Lake City (hereafter, "RDA") regarding the North Temple Project Area. We have also recently voluntarily participated in the EPA assessment project sponsored by the RDA. In support of the City of Salt Lake's significant efforts to redevelop the North Temple Area I would submit that closure of the Alley in question is in the best interests of the City of Salt Lake, the adjoining landowners as evidenced by their application support, and the community members living and working in the area. If the petition is granted, Freeman Ventures, LLC is prepared to maintain and further secure the Alley, and purchase the property for fair market value while also continuing to stabilize and invest in the Property.

I respectfully submit the following points of consideration in support of our petition.

- A. **Closure of the alley is in the best interests of the neighborhood and the community:**
As set forth above, closure of the alley will eliminate nighttime access to an area that attracts criminal behavior and unsightly dumping. Closure of the Alley will also allow me to request criminal trespass notices for known drug dealers and prostitutes who frequent the Alley.
- B. **The alley needs paved & maintained:** I have been advised by a paving contractor that in order to ensure that the alley is accessible and appropriately drains, extensive paving and grading work will need to be performed in both the Alley and the adjoining parcel located on Applicant's Property. The work for the 416 foot portion along Applicant's property alone is estimated to cost over \$60,000.00 not including the portion that adjoins Rick's Enterprises at 30 West 900 South. It makes little sense for the City to incur a portion of this expense if the Alley provides no public benefit. *See*, paragraph C below.
- C. **The Alley provides no public benefit:** Based on my extensive experience working in the Alley and at the Property, it is clear to me that the Alley provides zero public benefit.

Specifically, the Alley is not required ingress or egress to access any public street, service or other benefit. Occasionally, members of the public cut through the Alley between 1000 West and 900 West however, the Alley is not a good place to walk due to traffic and potholes and there are better public access points along South Temple and Folsom Avenue. Ultimately, the Alley only benefits the tenants of the Property, their customers, and those persons who seek to use the Alley for illegal purposes which by definition provide no public benefit.

- D. **Granting the petition is consistent with the North Temple Redevelopment plan:** The North Temple Project Area Strategic Area Plan specifically seeks to “remove concentrated sources of crime” and position parcels for resale and redevelopment to a better use. See, <http://www.slcra.com/stratplans/DRAFTNTStrategicPlan010915.pdf>. Moreover, the North Temple Boulevard Plan seeks to create, safe, vibrant, and useful public spaces with a particular focus on the Folsom Avenue Corridor between 900 West and 1000 West. See, pages 62, and 63 at <http://www.slcdocs.com/Planning/MasterPlansMaps/NTMP.pdf>. Closing the Alley promotes all these objectives.
- E. **The Alley unsecured is a liability for the adjoining property owners and the City of Salt Lake:** As a practical matter, Freeman Ventures, LLC has been maintaining the alley at our expense for several years because of its directly abutting location to the Property. We have sought to actively manage the area to improve the Property and avoid landowner tort liability for knowingly allowing dangerous conditions and criminal activity to occur. We have also taken safety measures by adding security lighting and negotiating with Rocky Mountain Power to remove a dangerous power line that was located in the Alley. By vacating the Alley it will be the sole responsibility of Applicant to ensure that the area is safe and crime free. Because our family has a unique mix of contractors, lawyers, and business persons, we feel that we are up to the challenge.
- F. **Vacating the alley does not present access issues:** To my knowledge there are no adjoining property owners to the North of the Alley that presently rely upon the alley for rear access to their property. Specifically, the property owners at 155 10th West (City of Salt Lake), 951 W. South Temple (City of Salt Lake), 947 W. South Temple (Huber and Rowland Construction, Co.), and 909 W. South Temple (Colby’s Tire), all access their property from South Temple. To my knowledge the property at 951 W. South Temple (City of Salt Lake) has a rear accesses to the Alley that appears to have been abandoned decades ago. Ricks Enterprises, Corp, (30 900 West) and VPS South Temple, LLC (919 S. Temple) rely on a portion of the Alley to access the rear of their buildings from 900 West. Rick’s Enterprises is our neighbor to the east and we have been working in cooperation to close off the Alley. By way of proposal, Rick’s Enterprises could purchase a portion of the Alley adjoining 900 West and grant Freeman Ventures, LLC and VPS South Temple an easement or Freeman Ventures, LLC could purchase the entirety and grant an access easement to Ricks Enterprises, Corp and VPS South Temple.
- G. **The entire alley will be disposed of:** Based on Applicant’s discussions with Rick’s Enterprises, Corp., who along with Applicant is the other main property owner impacted by the Alley, the Parties can work together to have the entire Alley vacated.

H. **Vacating the alley will not result in any parcel being landlocked:** No parcels will be landlocked as a result of the Alley closure. Freeman Ventures, LLC, Rick's Enterprises, Corp., and in part, VPS South Temple, LLC, are dependent upon the Alley for access and will need to retain access through this process.

Please feel free to contact me directly with any questions or concerns regarding the petition.

Sincerely,

Freeman Ventures, LLC
an Idaho limited liability company

By: The Mel D. Freeman Children Trust

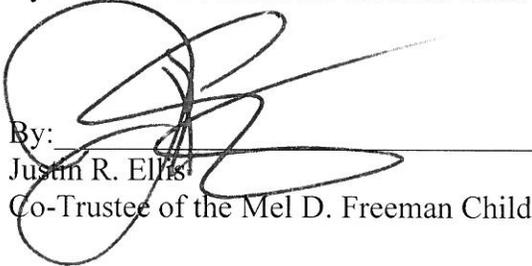
By: 
Justin R. Ellis
Co-Trustee of the Mel D. Freeman Children Trust

EXHIBIT “A”



EXHIBIT “B”



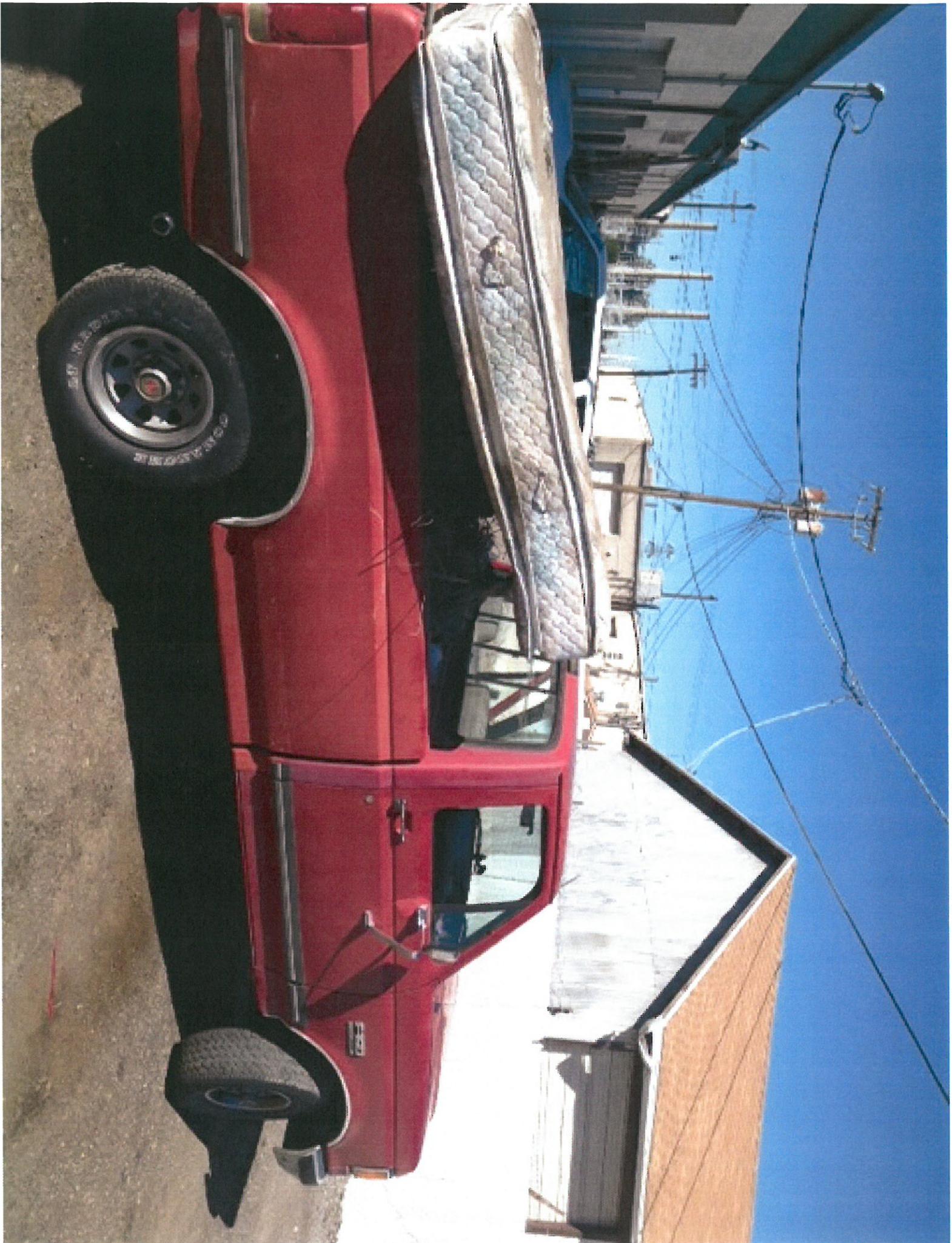
















ATTACHMENT D: EXISTING CONDITIONS & ZONING

ADJACENT LAND USE

The land uses surrounding the site include:

- **East (across 900 W):** Commercial/warehousing.
- **West (across 1000 W):** Outdoor storage.
- **North:** Commercial/warehousing/outdoor storage.
- **South:** Vacant lot.

ADJACENT ZONING

The land surrounding the alley is all zoned TSA-UN-T (Transit Station Area-Urban Neighborhood-Transition) except to the west across 1000 W which is M-1 (Light Manufacturing).

ATTACHMENT E: ANALYSIS OF STANDARDS

14.52.020: Policy Considerations for Closure, Vacation or Abandonment of City Owned Alleys: *The City will not consider disposing of its interest in an alley, in whole or in part, unless it receives a petition in writing which demonstrates that the disposition satisfies at least one of the following policy considerations:*

Factor	Finding	Rationale
<p>14.52.020: The City will not consider disposing of its interest in an alley, in whole or in part, unless it receives a petition in writing which demonstrates that the disposition satisfies at least one of the following policy considerations:</p> <p>A. Lack of Use: The City's legal interest in the property appears of record or is reflected on an applicable plat; however, it is evident from an on-site inspection that the alley does not physically exist or has been materially blocked in a way that renders it unusable as a public right-of-way.</p> <p>B. Public Safety: The existence of the alley is substantially contributing to crime, unlawful activity or unsafe conditions, public health problems, or blight in the surrounding area.</p> <p>C. Urban Design: The continuation of the alley does not serve as a positive urban design element.</p> <p>D. Community Purpose: The Petitioners are proposing to restrict the general public from use of the alley in favor of a community use, such as a neighborhood play area or garden.</p>	<p>Complies</p>	<p>The proposed alley closure is consistent with policy consideration B, Public Safety. There are reports of illegal activities taking place in the alley including drug sales and use, and prostitution. The land owners adjacent to the alley also report a high level of transient activity in the space with homeless people often sleeping there. Trash from these illegal uses is prevalent. The alley is undoubtedly contributing to crime, unsafe conditions, and public health problems.</p> <p>Alleyways can serve as positive urban design elements in commercial areas with high levels of potential pedestrian activity. For example, they can serve as pedestrian shortcuts through the City's wide blocks or serve as service vehicle corridors behind pedestrian oriented development. However, this alley does not serve such purposes. Both Folsom Avenue and South Temple Street are very close and provide the same east-west route as the alley. Further, the alley is located in a generally isolated commercial and industrial area, between both a highway and a major rail corridor, where an alley would not provide walkability benefits to the public.</p> <p>The North Temple Boulevard Plan identifies a trail system along Folsom Ave. This trail would be a major east-west connection between Downtown and the Jordan River Trail. The alley is in close proximity to the trail and it is unlikely that the alley would be needed to support increased pedestrian or vehicular activity in the area. Furthermore, the ownership of the alley would be retained by the City. This means that if pedestrian or vehicular needs change, the City could choose not to renew the lease when it expires.</p> <p>The Salt Lake City Real Property Manager has stated that all lease negotiations have not been completed as of yet. The lease will be established for a certain length of time after which it may be renewed if both parties are in agreement. The Property Manager also mentioned stipulating that as long as the City is maintaining and controlling the alley to the satisfaction of the lessee that it may have the ability to terminate the lease.</p>

Salt Lake City Code, Section 14.52.030B: Processing Petitions – Public Hearing and Recommendation from the Planning Commission.

Upon receipt of a complete petition, a public hearing shall be scheduled before the Planning Commission to consider the proposed disposition of the City owned alley property. Following the conclusion of the public hearing, the Planning Commission shall make a report and recommendation to the City Council on the proposed disposition of the subject alley property. A positive recommendation should include an analysis of the following factors:

Factor	Finding	Rationale
<p>1. The City Police Department, Fire Department, Transportation Division, and all other relevant City Departments and Divisions have no objection to the proposed disposition of the property;</p>	<p>Complies with Conditions</p>	<p>Staff requested input from pertinent City Departments and Divisions. Comments were received from Transportation, Building Services, Engineering, Fire, and Public Utilities. Objections to the requested closure are addressed via the conditions of approval.</p>
<p>2. The petition meets at least one of the policy considerations stated above;</p>	<p>Complies</p>	<p>The proposed alley vacation satisfies the “Public Safety” policy consideration of 14.52.020. See the discussion and findings on the previous page.</p>
<p>3. The petition must not deny sole access or required off-street parking to any adjacent property;</p>	<p>Complies</p>	<p>None of the properties will be denied vehicle access due to the closure of the alley. The adjacent properties all have vehicle access from the gates on each end of the alley. The gates are locked but each adjacent property owner has been issued a key.</p>
<p>4. The petition will not result in any property being landlocked;</p>	<p>Complies with Conditions</p>	<p>Should the alley be closed, all properties would have street access except for one at 30 S 900 W (15-02-201-009). It is located to the west of another parcel known as 30 S 900 W (15-02-201-010) which has street access to 900 W. Both parcels are owned by the same entity. They must be consolidated to meet this standard and is required as a condition of approval.</p>
<p>5. The disposition of the alley property will not result in a use which is otherwise contrary to the policies of the City, including applicable master plans and other adopted statements of policy which address, but which are not limited to, mid-block walkways, pedestrian paths, trails, and alternative transportation uses;</p>	<p>Complies</p>	<p>The applicants are requesting closure of the alleyway to allow them to clean up the space and eliminate illegal activity that is currently prevalent.</p> <p>The alley is located within the <i>North Temple Boulevard Plan</i> area. The Master Plan identifies “Crime, such as drugs and prostitution” (54) as a specific challenge in the Euclid neighborhood. Additionally, The Plan indicates that the block containing the</p>

		<p>alley is in a “Transitional Area” which is “...appropriate for mixed uses and less intensive transit-oriented zoning.” (53) The Plan specifically addresses Folsom Avenue which is located just south of the subject alley. Strategy 2-C seeks to “Develop Folsom Avenue between 900 West and 1000 West into a “neighborhood center” with commercial corners and residential development fronting the City Creek Corridor.”(60) The plan calls for daylighting City Creek and directing it down the middle of Folsom Avenue by taking advantage of the abandoned rail corridor.</p> <p>The closure of the small amount of alley land to accommodate the current use of the property would not preclude or otherwise create an impediment to any of the stated plans for this block. If the plan comes to fruition, there would be exceptional pedestrian space along Folsom Avenue just south of the subject alley. It would also address the challenges of crime that is called out in the Master Plan.</p>
<p>6. No opposing abutting property owner intends to build a garage requiring access from the property, or has made application for a building permit, or if such a permit has been issued, construction has been completed within 12 months of issuance of the building permit;</p>	<p>Complies</p>	<p>All of the abutting property owners support the proposal and have not indicated intent to build garages that take access from the alley.</p>
<p>7. The petition furthers the City preference for disposing of an entire alley, rather than a small segment of it; and</p>	<p>Complies</p>	<p>The applicant is requesting closure of the entire alley located within the block.</p>
<p>8. The alley is not necessary for actual or potential rear access to residences or for accessory uses.</p>	<p>Complies</p>	<p>There are no residences located adjacent to this alley and so the alley is not necessary for rear access to residences or accessory uses.</p>
<p>NOTES:</p>		

Alley Vacation Standards from Utah Code 10-9a-609.5:

If a petition is submitted containing a request to vacate some or all of a street, right-of-way, or easement, the legislative body shall hold a public hearing in accordance with Section [10-9a-208](#) and determine whether:

Standard	Finding	Rationale
1. Good cause exists for the vacation; and	Complies	As noted in the above findings, the petition is supported by all of the adjacent property owners in an attempt to clean up the area and stifle illegal and dangerous acts on the alley.
2. Neither the public interest nor any person will be materially injured by the proposed vacation.	Complies	The alley closure will not materially injure any of the involved property owners or the public interest. All of the adjacent property owners support the alley closure and no one will be denied access to their properties with this closure. The alley is utilized for private property access and parking and is not generally utilized by the public. Further, the City has no specific plans for this alley and closing the alley does not harm the public interest.

ATTACHMENT F: PROPOSED LEASE AGREEMENT

LEASE AGREEMENT

between

Salt Lake City Corporation,
a Utah municipal corporation,

as Lessor

and

Freeman Ventures, LLC,
a Utah limited liability company,

as Lessee

**LEASE AGREEMENT TO
USE PUBLIC PROPERTY**

THIS LEASE AGREEMENT TO USE PUBLIC PROPERTY (“**Lease**”) is made and entered into as of the date stamped by the Salt Lake City Recorder’s Office (“**Effective Date**”) by and between **SALT LAKE CITY CORPORATION**, a Utah municipal corporation, 451 South State, Rm. 425, PO Box 145460, Salt Lake City, Utah 84114-5460 (“**City**”), and **FREEMAN VENTURES, LLC**, a Utah corporation, 3515 Longmire Drive, College Station, TX 77845-5271 (“**Lessee**”).

R E C I T A L S:

A. City is the owner of certain improved real property located at approximately 15 South 1000 West, Salt Lake City, Utah (“**Public Alley**”).

B. Lessee desires to lease the Public Alley for the purposes described herein. The Public Alley which Lessee desires to lease is referred to as the “Premises,” and is depicted on the map attached hereto and incorporated herein as Exhibit “A.”

C. City agrees to lease the Premises to Lessee pursuant to the terms and conditions of this Lease.

A G R E E M E N T:

City and Lessee hereby agree as follows:

1. **Lease; Purpose.** City hereby leases to Lessee the Premises for a use consistent with the business operation located at 23 South 1000 West, Salt Lake City. Lessee shall only use the Premises as consistent with the current business operations including storage, loading, unloading and parking vehicles.

2. **Lease Term.** The term of this Lease will commence xxxxx and shall expire at midnight on xxxxxxxx. The term of this Lease may be extended at the sole discretion of the City. Upon the expiration of the initial term, City may grant to Lessee the option for two (2) five (5) year renewal periods. Any renewal period in addition to those expressly identified in this Section 2 shall be requested by Lessee in writing not later than sixty (60) days before the expiration of the Term.

3. **Rent.**

(a) **Rent Payment.** Rent shall be due on or before the first day of each month of the Lease Term and shall constitute all monthly rental payments then due in addition to any other amounts due and owing from Tenant to Landlord pursuant to this Agreement.

(b) **Monthly Rent.** Commencing xxxxxxxx, rent for the Premises shall be xxxxxx per month ("**Rent**") for the Lease Term, with the first payment due and payable as of the Effective Date. Thereafter, Rent shall be due on or before the first day of each successive month of the Lease Term and shall constitute all monthly rental payments then due in addition to any other amounts due and owing from Lessee to City pursuant to this Lease. Rent shall be due monthly without demand or notice to Lessee. In lieu of monthly payments, Lessee may elect in its sole discretion to pay the full amount of rent for the Lease Term on or after the Effective Date in one lump sum payment. Rental payments shall be made payable to Salt Lake City Corporation and sent to: Salt Lake City Corporation, Real Estate Services, Suite 425, P.O. Box 145460, Salt Lake City, Utah 84114-5460, unless Lessee is notified of a change of address in writing by City.

(c) **Delinquency.** A delinquency charge of ten percent (10%) of the rental payment shall be assessed on any payment not received by City on the fifth day of the month ("**Due Date**"). Failure to pay the payment and delinquency charges within 30 days of the Due Date shall constitute breach of this Lease and constitute cause for the City to immediately terminate this Lease. The unpaid amount shall bear interest until paid at the rate of ten percent (10%) per annum, unless judgment is obtained, in which case the interest rate thereafter shall be twelve (12%) percent per annum, or as otherwise allowed by law.

4. **Access.** City shall be entitled to unrestricted 24-hour per day, 365-days per year access to the Premises for all purposes related to the ownership, operation, maintenance, alteration, repair, inspection and replacement of the sewer main located beneath the Premises ("**Facilities**"), or any other City purpose.

5. **Improvements.** Lessee shall not erect or install any structure, or make any other improvement, other than as permitted herein, on the Premises without the prior written consent of City.

(a) **Asphalt, Fencing, Security.** Lessee shall at its sole cost and expense provide new asphalt pavement, fencing at both ends of the alley as well as any security it deems necessary to secure the Premises. The City may remove any portions of asphalt necessary to

access the Facilities, and has no obligation to repair the asphalt. Lessee shall indemnify and hold City harmless from any claims against City and its agents and employees from and against all claims, liens, losses, demands, damages, actions, costs, expenses, and charges of any and every kind, including attorney fees, arising out of or by reason of Lessee's fencing of the Premises or any activities conducted thereon by Lessee, its agents, employees, or invitees. Lessee, to the satisfaction of the City, shall keep the Premises and driveways in clean and orderly condition, free of any dirt, debris or spills from vehicles entering or exiting the site.

(b) **Landscaping; Structures.** Lessee may construct improvements or landscaping (except for trees and permanent structures or buildings) within Premises, so long as such improvements do not interfere with the Facilities or the City's access to the Facilities. City shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with the City's use, without liability to Lessee, and without any obligation of restoration or compensation except as to existing improvements as of this date.

6. **Removal of Improvements.** After expiration of this Lease or any renewal period, or upon the termination hereof for any reason, Lessee shall, at Lessee's sole expense, remove all improvements on the Premises, unless otherwise agreed to in writing by the City. Lessee shall, at its sole expense, restore the Premises to its condition prior to the Effective Date of this Lease, wear and tear excepted. If Lessee fails to remove all improvements and equipment or fails to repair the Premises as required herein within a reasonable time, and after written notice to Lessee, City shall have the right to conduct the removal and repair on Lessee's behalf and provide Lessee written notice of the City's costs and expenses incurred for such removal and repair. Upon receipt of such notice from City, Lessee shall promptly pay to City any and all such reasonable costs, including attorney fees and costs of collection.

7. **Repair of Damage.** Lessee shall, upon request and at its sole expense and to City's satisfaction, repair any damage it causes to the Premises and any driveways, drive aisles, parking stalls, sidewalks, or any other improvement within the Premises, in the access ways to the Premises, or in the public right-of-way.

8. **Nonexclusive Nature; Use by City.** This Lease and the rights created herein are not exclusive. Lessee use of the Premises is subject to any and all existing rights-of-way of all of any and every description now located in, over, or under the Premises. It is also subject to

rights of entry for the purpose of maintaining, altering, repairing, rerouting, removing, or replacing the same.

9. **Insurance.** Lessee, at its own expense, shall secure and maintain in force during the Lease Term, including any renewal terms, all insurance coverage required by state and local law. Lessee shall also comply with the following minimum insurance coverage:

(a) Commercial general liability insurance with the City as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy or a CGL insurance policy and an excess insurance policy. The policy shall protect City, Lessee, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Lessee's operations under this Agreement, whether performed by Lessee itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations and the acts of independent contractors.

(b) Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to City.

(c) All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah and either:

- i. Currently rated A- or better by A.M. Best Company; OR
- ii. Listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570), as amended*

(d) Lessee shall furnish certificates of insurance, acceptable to City, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

(e) All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing, in a manner approved by the City Attorney's office, 30 days prior written notice to City.

10. **Termination and Revocation.** Either party may terminate this Lease for any reason at any time without notice. In the event the Lease is terminated prior to the end of the month, the City shall reimburse the Lessee's rent payment on a prorated basis.

11. **Indemnification.** Lessee shall indemnify, save harmless and defend City and its agents and employees from and against all claims, liens, losses, demands, damages, actions, costs, expenses, and charges of any and every kind, including attorney's fees, arising out of or by reason of Lessee's use of the Premises or any activities conducted thereon by Lessee, its agents, employees, or invitees.

12. **Assignment.** This Lease may not be assigned by either party, unless both parties consent to assignment in writing.

13. **Designated Representative; Notice.** Any notice(s) required or permitted to be given pursuant to this Lease may be personally served or may be served by certified mail, return receipt requested, to the following addresses:

City:
Salt Lake City Corporation
c/o Property Management
451 South State St., Room 238
PO Box 145460
Salt Lake City, Utah 84114-5460
801-535-7133
daniel.rip@slcgov.com

Lessee:
Freeman Ventures, LLC
c/o: Justin Ellis
3515 Longmire Drive
College Station, TX 77845-5271

14. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.**

Lessee represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

15. **Miscellaneous.**

(a) **Interpretation.** The captions by which the Paragraphs of this Lease are identified are for convenience only and shall have no effect upon the interpretation of this Lease. Whenever the context so requires, the singular shall include the plural, the plural shall refer to the singular, the neuter gender shall include the masculine and feminine genders, and the words

“Landlord,” “Tenant,” and “person” shall include corporations, partnerships, associations, other legal entities, and individuals.

(b) **Agreements in Writing.** It is understood that there are no oral agreements between the Parties affecting this Lease, and this Lease supersedes and cancels any and all negotiations, arrangements, agreements, representations, and understandings, if any, between the Parties. This Lease constitutes the entire agreement between the parties relating to the subject matter of this Lease and shall not be modified or amended without the written approval of both parties.

(c) **Forum Selection and Choice of Law.** This Lease shall be enforced in the State of Utah. Moreover, this Lease shall be construed according to, and governed by, the laws of the State of Utah.

(d) **Recording.** This Lease shall be recorded, but at either Party’s request, Landlord and Tenant shall execute a memorandum of lease which shall be recorded.

(e) **Remedies Cumulative.** The various rights, elections, and remedies of Landlord and Tenant contained in this Lease shall be cumulative and no one of them shall be construed as being exclusive of any of the others or of any right, priority, or remedy allowed or provided for by law.

(f) **Costs and Attorney Fees.** In the event either Party brings or commences a legal proceeding to enforce any of the terms of this Lease, the prevailing Party in such action shall have the right to recover reasonable attorney fees and costs from the other Party, to be fixed by the Court in the same action.

(g) **No Partnership.** Landlord shall not in any way or for any purpose be deemed a partner, joint venturer, or member of any joint enterprise with Tenant.

(h) **Successors.** Each and every covenant and condition of this Lease shall bind and shall inure to the benefit of the Parties and their successors. Every covenant and condition of this Lease shall be binding upon all assignees, subtenants, licensees, and concessionaires of Tenant.

(i) **Injunctive Relief.** The Article of this Lease entitled “Purpose” defines the sole and only use of the Premises allowed under the terms of this Lease. In the event Tenant, any assignee, subtenant, or licensee of Tenant utilizes the Premises or a portion of the Premises in any other manner, Landlord shall be entitled to injunctive relief enjoining such utilization of the Premises in addition to any other remedy.

(j) **Severability.** If any provision hereof or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the extent permitted by law.

IN WITNESS WHEREOF, City and Lessee have executed this Lease Agreement to Occupy Public Property to be effective as of the Effective Date.

LESSOR:

SALT LAKE CITY CORPORATION, a Utah municipal corporation

Signature: _____

LESSEE:

FREEMAN VENTURES, LLC, a Utah limited liability company

By _____

Its _____

ATTEST AND COUNTERSIGN:

Salt Lake City Recorder's Office

CITY RECORDER
Cindi Mansell

APPROVED AS TO FORM:

Salt Lake City Attorney's Office

SENIOR SALT LAKE CITY ATTORNEY
Megan J. DePaulis

ATTACHMENT G: PUBLIC PROCESS AND COMMENTS

PUBLIC PROCESS AND INPUT

- The proposal was sent to the Chair of the Poplar Grove Community Council on May 19, 2016.
- Public hearing notice mailed on 8/25/2016.
- Public hearing notice posted on property on 8/26/2016.
- Public hearing notice posted on City and State websites on 8/25/2016.
- Public hearing notice emailed to the Planning Division list serve on 8/25/2016.

The following is the only public comment received when staff report was posted:

- Denis J Faris (Poplar Grove Community Council)
“I haven’t been able to find anyone opposed to this idea! Initial reactions from EVERYONE has been that that space is horrible for drug dealing and prostitution, and it would be a great improvement to close it off. So I guess we’re in favor!”

ATTACHMENT H: DEPARTMENT REVIEW COMMENTS

The proposed alley vacation request was sent to the departments listed below for review and comment.

Fire (Ted Itchon, 801-535-6636, ted.itchon@slcgov.com)

“It appears that with the closure of the alley would mean that at least three properties would not have fire department access as required by the International Fire Code Section 503.1.1. This requirement may be fulfilled if a street was in place between the railroad tracks and the buildings just to the south of the tracks. This new road shall connect 900 West to 1000 West or be provided with a turn around so the new street would not be a dead end street greater than 150 ft.”

Engineering (Scott Weiler, 801-535-6159, scott.weiler@slcgov.com)

“The gate should not have been installed across the existing public alley. That said, Engineering has no objection to the proposed alley closure.”

Transportation (Michael Barry, 801-535-7147, michael.barry@slcgov.com)

“No objections from Transportation.”

Public Utilities (Jason Draper, 801-483-6751, jason.draper@slcgov.com)

“There is a public sewer main in this alley. Access to this main must be maintained. Sewer service for all properties that back the alley is provided by this main. There is also a public storm drain in this alley. Public Utilities will not approve this closure.”

Zoning (Greg Mikolash, 801-535-6181, greg.mikolash@slcgov.com)

“No zoning related issues related to the alley closure. Note that there is an inquiry related to living space being located above a commercial area at the applicant's property. This should be resolved.”

ATTACHMENT I: POTENTIAL MOTIONS

Staff Recommendation:

Based on the findings and analysis in the staff report, testimony, and discussion at the public hearing, I move that the Planning Commission transmit a positive recommendation for the alley vacation to the City Council with the following conditions:

1. The proposed method of disposition of the alley property shall be consistent with the method of disposition outlined in Section 14.52.040 – Method of Disposition and Chapter 2.58 City Owned Real Property of the Salt Lake City Ordinance.
2. The closure is subject to the signature of the lease agreement between Salt Lake City Corporation and Freeman Ventures, LLC (see Attachment F).
3. Prior to the alley closure, the two parcels known by the address 30 S 900 W (15-02-201-009 and 15-02-201-010) and owned by the same entity, must be consolidated so that the smaller of the two is not left “land locked”.

Not Consistent with Staff Recommendation:

Based on the findings and analysis in the staff report, testimony, and discussion at the public hearing, I move that the Planning Commission transmit a negative recommendation for the alley vacation to the City Council due to the proposal not complying with the following standards:

(The Planning Commission shall make findings on the applicable Conditional Use standards and specifically state which standard or standards are not being complied with. Please see Attachment E for applicable standards.)