

**Planning Commission
Meeting Minutes
October 20, 2014**

ATTENDANCE: Pete Reich, George Jack, Larry Souder, Commissioner Ray Ryan, Henry Barrett (arrived late), Director of Planning & Zoning Mary Ann Skilling, and Planning & Zoning Coordinator Dianna Battaglia.

Meeting called to Order at 6:29 p.m.

APPROVAL OF MINUTES:

- A. May 19, 2014 Planning Commission Meeting Minutes;
- B. June 16, 2014 Planning Commission Meeting Minutes;
- C. September 15, 2014 Planning Commission Minutes.

Without objection all minutes were approved as written by quorum of attending members.

NEW BUSINESS:

CP2014-01 Concept Plan—Magraw Property; APPLICANT: Northern Bay, Faron Pyles, P.O. Box 469, Rising Sun, MD 21911; PROPERTY OWNER: James S. & Deborah L. Magraw, P.O. Box 327, Perryville, MD 21903; LOCATION: 575 Aiken Avenue, Perryville, MD 21903; Tax Map 801, Parcel 670, Property Size: 4.140 ac., Zoned R-2.

Mr. Faron Pyles, professional land surveyor with Northern Bay and doing the surveying for the project introduced Mr. John Gonzales, engineer with Landmark Engineering doing the infrastructure engineering, and Ms. Deborah Magraw, the land owner. During the time that Fairgreen Apartments were being built sometime back in 2006, we had represented Fairgreen with that project and we came in with the entire parcel. The section of property for Fairgreen was sectioned off from the Magraw's property and at that time we had come in with a Preliminary Plan that showed some residential with lots being subdivided however as the Fairgreen project moved forward the residential lots were put on hold at that time. Now the property owner wants to move forward with the process for subdivision. So that is what you are looking at, the Concept Plat for twelve lots and two of the lots are around existing dwellings.

Mr. Ryan asked I know this was started back in 2006, were there any items that came about that hadn't been addressed previously, are we all on the same page as last time, continuity, how is all that working right now?

Ms. Skilling responded there are several things that need to be addressed. Even though there was a layout before, regulations have changed so we know there are storm water issues we're going to have to look at. They have talked to Cecil County Department of Public Works, the quantity has been addressed by the swales that were done on Greenway, but they are still going to require some ESD (environmental sensitive design) and there may be some changes. The other concern I have, the frontage on Greenway, because all lots have to front a public right of way, that is not public at this point and they need to address how they're going to deal with that. I understand the road meets our specs as it was designed to be a Town road but we have never been approached to take it over; there would be no reason in the past because it only served one development. There needs to be an application to the Town for that purpose. There are also some issues about the individual

property, the house in the center, marked as number 9, access to that, easements would have to be put on there because I'm not really sure where the access is.

Mr. Pyles explained there is a twenty-five foot wide access where the existing driveway is, between proposed lots 10 and 8. The street (Greenway) was designed to Town standards with concrete sidewalk, modified roll curb and gutter at the onset of the project, knowing that at some point there may be the possibility of being taken over by the Town. Roll curb allow vehicles to mount and not require driveway cuts for access for lots 1 through 4. There will be some type of parking pad out front, twenty-four foot wide. You have to have parking for two vehicles, off street, and there is area there to do that. There is fifty feet width for the street that would be dedicated to the Town and noted as future street dedication, and that would extend from Aiken all the way back to the property line for Fairgreen, and then the driveways for these new lots would front a public street. The curbing there is a modified rolled curb and gutter so you don't have to cut it, you can actually drive right over.

Discussion continued regarding plan review by the Fire Company. Not sure if there were comments made from the previous plan but this plan will require review.

Comments were made regarding wording used in Subdivision regulations pertaining to the winter solstice. The regulations will need to be reviewed for possible changes.

Ms. Skilling reviewed the Staff Report (attached). We will need a formal request for the road dedication to the Town because we can't put any access onto Greenway; in addition we need to have something from Fairgreen Apartments to make sure they agree to that. That is required before we can approve a subdivision and is approved by the Mayor and Commissions. I talked to Mrs. Magraw about possibly giving us a rendering of what these homes are projected to look like for the site and she has provided pictures. These are pictures of homes in the area on Aiken Avenue already and this is what they are proposing for this project, 2 story homes with porches, similar to what is in the area. Analysis for water and sewer will be needed to make sure it meets all Town requirements. Not sure if there was a water and sewer analysis done last time for this project.

Discussion continued regarding water service in the area with reviews done to ensure adequate water pressure and required number of fire hydrants.

Discussion continued regarding access to lot 9. Mr. Pyles explained there is twenty-five feet shown on the plans between lots 8 and 10, in the general area of the existing gravel driveway. Regarding storm water, Cecil County Department of Public Works will need to review the site as regulations have changed, and they may require ESDs (environmental sensitive design) on the site as well as possible modifications on site to the existing.

Ms. Skilling explained the storm water needs review because the plan could change a little bit depending on what they recommend. It has to go to the County because the Planning Commission can only approve the concept plan and realizing that things could change once it goes to Cecil County Department of Public Works for storm water. Once we get back all those approvals we'll have a plan to actually be able to formulate what is going to go on that land based on the storm water requirements. Also, curb and gutter and sidewalks will need to be installed on Honaker.

Discussion continued regarding water supply lines to the proposed lots along with the existing connections. All connections and all the water and sewer lines will need engineering to look at to make sure they are up to standards. There are some concerns in the downtown area and need to be checked out.

Ms. Skilling explained we do a water analysis, based on size, to ensure the water lines and pressure is adequate for the project.

Motion made by Mr. Ryan and seconded by Mr. Souder to approve the Concept Plat conditioned upon all comments in Staff Report. **All in Favor. Motion Carried.**

SE2014-02 Special Exception – Highway Corridor Unified Development, Dollar General; Recommendation to Board of Appeals; APPLICANT/PROPERTY OWNER: Ketan Corporation, 5271 Pulaski Highway, Perryville, MD 21903-2413; LOCATION: 5271 Pulaski Highway, Perryville, MD 21903; Tax Map 800, Parcel 0010, Property Size: 4.88 ac., Zoned C-2.

Ms. Skilling indicated for background, obviously we went through the process of amending our Zoning Ordinance to allow for unified development as a Special Exception. The applicant is requesting a Special Exception to allow smaller lots that individually would not meet the dimensional requirement in the C-2 district on US40 in the Highway Corridor Overlay District. The Planning Commission, with the Mayor and Commissioners, approved this process for an amendment, Highway Corridor Unified Development. In order to move forward the Planning Commission has to tentatively approve this conceptual site plan to be able to recommend to the Board of Appeals whether you believe it has met the criteria of the Highway Corridor Unified Development as well as the Highway Corridor Overlay District. We're looking at the Overall Highway Corridor Unified Site Plan to see if it meets those goals. To move forward with this plan you are to determine whether you believe it met the criteria of the Highway Corridor Unified Development (sheet C1). It's the only plan at this point that we are looking at. The other plans that were submitted will be reviewed later. The key to the whole unified development, this parcel has to be considered unified and has to be considered as a whole in how it's handled.

Mr. Steve Lutche, Snee, Mahoney, Lutche, and Helmlinger in Bel Air, MD, stated with me this evening, and on behalf of Mr. Katen Patel who also owns the property on Route 40 known as 5271 Pulaski Highway which is north on Route 40 and between the CSX railroad tracks. I have with me this evening three engineers from Frederick Ward Associates: Tory Pierce, Peter Saprano, and Gerry Powell, who will present the site plan to you when I conclude my opening remarks. We are requesting, it's a two-fold this evening: a Special Exception recommendation from the Planning Commission to the Board of Appeals and it's also Site Plan approval. When the code was amended to allow for this HCUD, which is Highway Corridor Unified Development, it allowed for the creation of three small parcels, or several small parcels that are contiguous and also allowed for cross easements to accompany those parcels and the site plan, share maintenance obligations with respect to storm water, access for ingress and egress, and all those legal documents will also come subsequent with the plan review and plan approval. They will get recorded as part of the project so they are shared facilities. Site plan approval would be subject to the Special Exception. So you grant the site plan approval subject to the Special Exception is granted by the Board of Appeals. So those are the two components for this evening. We're going to have some comments on the site plan from Mr. Powell. We'll have some comments from Mr. Ty Davenport who is here on behalf of Dollar General along with Laurie Mazzotta to provide some economic marketing issues with respect to the future use of this site. And then we're going to hear from Mr. Patel with respect to some economics and again the other two parcels that are being created.

Mr. Gerry Powell indicated the site plan that we're showing is a color rendering of the black and white version that was submitted to you so it's the same thing, it's just in a colored version that enhances some of the features of the site. There is a total of 4.88 acres in the Highway Commercial C-2 zone and we're proposing to divide the property into three lots. We combined the total lot

width along Route 40 is four hundred ninety-eight (498) feet exceeding the minimum lot width requirement of three hundred (300) feet in the Highway Commercial C-2 district. All lots are adjacent and contiguous with each other having road frontage on US40. Those are some of the basic criteria that allow us to request the Special Exception for this project. There are actually eleven (11) points of criteria in Section 222, Highway Corridor Unified Development, that I'm going to go through and show a unification of the criteria that sets the stage for the project for receiving the Special Exception. We are proposing to widen US40 with a seventeen (17) foot wide deceleration and acceleration lane which incorporates in that space a five (5) foot bicycle lane and a twelve (12) foot travel lane along Route 40. This section matches the recent improvements by the adjacent East Coast Liquors including a sidewalk that will extend along the entire frontage of the property. The site plan that we presented to you actually shows the sidewalk stopping at the easterly entrance however the next version of this will show the sidewalk continuing to the edge of the property. Our site plan presently showed the site has been designed to utilize the two existing entrances that now exist for the Relax Inn and will be shared by all three users and interconnected. The users will also have a twenty-four (24) foot wide access road parallel to US40 that provides internal vehicle circulation between the uses. This complies with the Town's Comprehensive Plan which seeks to promote frontage circulation between businesses without traveling out to the main public thoroughfare. Pedestrian access is an important part of the Town's Comprehensive Plan on the Route 40 corridor and this project encourages access from Route 40 via two access points and internally there is interconnectivity with crosswalks and sidewalk extensions between the proposed uses. One of the criteria also stipulates storm water management and storm drainage will be shared by the properties. A collective storm drainage system will be installed to convey the runoff to a shared storm water management pond back here in the corner that is actually downstream. The property actually flows from the east to the west. So what happens is the water will be collected in a storm drain system and conveyed to the pond. But before it's actually collected in the storm drain system there are a series of micro-bio retention facilities (ESDs) that Ms. Skilling referred that will be constructed on the site and will actually clean the water from the parking lot areas and roof drainage and then it will be collected in the ESDs and conveyed via the storm drain system to the pond which is really a pond for quality management as well as to contain. The existing Relax Inn has public water and sewer and obviously there are lines that provide electricity and telecommunications. Those utilities will be extended to the three lots and also the water and sewer system will be extended down along Route 40. Right now service for the Relax Inn happens in this corner (west) of the property and of course it will have to be extended down the road and three individual taps made for the three individual lots. The project is going to be able to retain enough forest to meet the forest conservation law and most of the forest conservation will be retained in the back corner. The project is shaped perfectly to maintain the forest conservation area back here and subdivide the property into the three lots to provide uniform shape, size and massing on the project. So in the end the three lots will be very similar in shape. Architectural compatibility: we have illustrated examples of a restaurant here on lot 1, the Dollar General store on lot 2, and a car care facility on lot 3. The architectural theme of brick and masonry will follow the Dollar General Store prototype. We are projecting the Dollar General Store will go first and they are interested in moving in there as quickly as possible and that's why we're proceeding with this. So the Dollar General store is going to set the bar for the architectural compatibility of landscaping, signage and lighting. These common architectural themes can be observed on the colors, materials, and façade treatments going in these building elevations. Signage is to be addressed. Right now there is an existing Relax Inn sign and the location will be maintained as the one common sign for the properties and that will become the location where we will have one single themed sign that will take on the attributes and colors of the architectural covenants, with the other two signs on the far ends as directional signs that will be placed at the two entrances to allow vehicles as they move in to be able to tell which way depending on which use they are going to. The landscape plan illustrates similar and native street trees, low screen plantings along the frontage of

all three lots and there's going to be a unified landscape for the micro-bio retention facilities resulting in a consistent streetscape and look from one lot to the next. The lighting for the development will follow the lighting to be provided by the first lot to develop, which we propose is the Dollar General store, so they're going to set the benchmark and the type of lighting will be similar on the other two lots. The eleventh criteria for property maintenance, as part of the development, covenants and restrictions will be created for sharing the common architectural theme, landscaping, signage, lighting and maintenance that will be promoted throughout the entire development. This project does comply with the Highway Corridor Overlay code and requirements in general. We've have shown developing this single property into three separate pieces, have shown how it's compatible with the Town of Perryville's criteria for a Highway Corridor Unified Development enhancing the Route 40 corridor through Perryville. We are complying with the Town of Perryville's Comprehensive Plan; one of the important factors is pedestrian connection. Obviously the sidewalk and Route 40 accomplishes that, and then moves pedestrians amongst three uses. We seek to match the street tree plantings by going out and doing an inventory of street trees both on the adjacent properties and further down with other developments and a lot of the trees will be put in to match those in the area. We have incorporated frontage circulation with connections with parking areas and integrating the micro-bio-retention facilities throughout the development will break up the sea of asphalt common to strip commercial development and we feel this property's well suited for this type and scale of development. There is what we call a multi-directional entrance which means you have to have an exclusive right out going west on Route 40 and then you're going to have a left turn out, we show this as a shared but really it's just an exclusive left out because I don't think there's a road across, so that would be an exclusive left turn to go east on Route 40 and then you have the one entrance lane so there are actually three lanes that are striped at the entrance. It's a thirty-five (35) foot entrance and will follow SHA requirements for that.

Discussion continued regarding runoff from the CSX tracks and the storm water management pond. The railroad tracks sit up very high compared to the property so the pond and the location of it will fit in with the topography and will not provide any structural issues with the railroad tracks. Drainage naturally moves in that direction along the property and the pond is basically a holding area of the natural drainage pattern. The railroad has a separate ditch that captures any water that comes off the railroad tracks on the railroad property.

Mr. Powell explained the covenants and restrictions are still in the works through the logistics but we anticipate it will address some standards within the community as far as maintenance and those kinds of things.

Mr. Barrett commented you talked about brick for Dollar General. Most of their stores I've seen are not, you're satisfied it's going to be brick and therefore the result they're the leading, being the first store in, the coordinated service agreement will require other stores to be brick as well, or are you suggesting that they may or they may not.

Mr. Powell replied on other projects of this type, what typically happens is there may be a group of people that are required to review architectural plans and at that point in time they would have to review those, if one of these uses came in, and we're just projecting the possibility of these uses. At this point that has not been determined but we anticipate there will be some architectural review done in order to make sure it's compatible and unified within the development.

Mr. Barrett stated but it's not a requirement, you don't anticipate that being a requirement of the shared.

Mr. Powell responded well it's a requirement as far as the code requires there be an architectural compatibility, that's one of the criteria. It says that it has to be compatible.

Mr. Lutche stated the covenants will be reviewed and approved by the Town.

Mr. Ty Davenport indicated I am a preferred builder for Dollar General and Ms. Laurie Mazzotta is with the Mazzotta Group and does a lot of retail with users and brokers in the greater Baltimore and Maryland area so she knows a lot about others that I don't deal with. The building is actually going to be part brick as shown, that's what we're looking to do there. The warehouse design detail that you see in other stores isn't going to be near as nice as what this one will end up as. Being the first in on a unified plan, the easements and connectivity for cars and for people as well as the landscaping, so we think it will be a nice addition to the community and end up an attractive place for other entities to come and follow us. So that's why Ms. Mazzotta is here.

Ms. Mazzotta commented ideally we'd like to have all three uses at the same time. Dollar General obviously has tried to develop it. We have started marketing the property. I specialize only in retail and typically the national brand retail; I don't do any local retail. We do have interest but no commitments. We've shown it to the casual dining, the food service, the automotive, it's in front of Burger King but there is no commitment but don't give up because it may happen and it may not. But, the good news is: it is a retail corridor, the traffic counts are there, the competition is there, so there's no reason why we should not be able to bring in a viable retailer to compliment the Dollar General. And with Mr. Davenport doing a lot of the up front development leg work we think that that's going to be our charm appeal to retailers. They're not good with storm water management and all those development issues so we're delivering to them a site that is more to they're understanding to develop it out. So I'm very optimistic we're going to be able to find two viable users to complement Dollar General.

Discussion continued regarding proposed trash pad areas and blocking of some parking spaces. The pads are shown as concrete as Mr. Powell explained whenever you have a trash enclosure and a big trash truck comes up and picks up the dumpsters, you get a lot of vibration and shaking. If that surface is asphalt, the asphalt deteriorates under that. The plan shows concrete instead of asphalt, and the area is wide open and at the same level as the asphalt. Chances are when they pick up the trash it will be at a time that's not much use on the site or at a time when, early in the morning or late in the evening so the trash hauler doesn't affect the business.

Discussion included questions regarding proposed automotive use and oil disposal. That would be something that would be considered for that specific use and if they needed a special area it would have to be provided. To include on the plan as a possible use, then your concept plan should say here's where the waste oil is going to go, if that's what's going in there.

Ms. Mazzotta responded because they are separate lots, each lot will have to meet the requirements of that particular retailer and they will have to address that on their site plan because they will deal with regulations of oil and whatnot. So that would be addressed when they would come in for their site plan, specific to their use. This is not something that he can really address because he doesn't know the layout of the store, so each specific retailer would be responsible for that for their use.

Mr. Powell indicated trash removal for Dollar General is right here, we did omit that from the site plan. It sits back here in the corner, sits on that concrete apron and so a trash truck would come in, pull in and grab it, and then have to back out. We've done turning radius on that with trash trucks, tractor trailers can make movements through there. The trash area will be screened from view by an enclosure; it could be masonry; it could be chain link with colored slats.

Ms. Skilling commented on the site plan for a particular use we would have to look at all the requirements for those particular amenities for what's going to happen there, and if it was an oil treatment, we also have pretreatment requirements so those specific things for that particular pad site would be looked at.

Mr. Reich responded if I'm not mistaken the Ordinance says this whole site has to be developed at the same time. It has to be graded at the same time; it has to have plumbing put in at the same time.

Ms. Skilling replied certain infrastructure has to be put in at the same time and obviously if you're going to grade it, depending on the site I don't know if you can just cut off a piece to grade it because you're going to have infrastructure, you're going to have water and sewer line connections here. I think we're getting way ahead of the plan. In order to do the subdivision, certain things are going to have to go in the site, not the specific site for the Dollar General, but for the subdivision we're going to have to show all these elements and what is going to be required to get this approved because you cannot do any development on this until you have an approved subdivision plan with all we're requiring for the Highway Corridor Unified Development. All those things have to be recorded and then people can come in for the purchase and/or development of one site plan. Let's say once Dollar General does most of the work since they are going to do quite a bit, they're going to have to come in with whatever they're doing and it has to be somewhat in the circulation.

Mr. Powell indicated the development will be phased.

Mr. Reich commented but my point is the whole property, you start with Dollar General but the whole property has to be graded, the storm water management has to be done, all the infrastructure has to be put in there at one time.

Mr. Powell stated that's not my understanding. Our understanding is that we can phase the development as the sites require development. So for instance, the Dollar General Store comes in we can put in the infrastructure for the subdivision so each lot will have to have its utilities. Obviously in order to be developed it will have to have utilities but the primary goal with the first phase would be to create the lot for the Dollar General, only for the drainage as is required to develop for Dollar General will be constructed in that phase. In other words, there would be no reason to build storm water management to take this when we don't know what's going on the lot or where the storm water is. This is a concept that shows what can be done and obviously as each different user comes in things could change.

Discussion continued regarding when the medical campus was developed and was divided by lots with building pad sites, and it was built in phases but everything, landscaping, storm water was done up front and all the lots and pads were set up for what was planned. It was reviewed and when the plans came in for phase II we reviewed phase II separate from phase I. When the bank came in we reviewed that but what we did is the subdivision and all the relevant parts of the subdivision was reviewed for the subdivision plan but the site plans for each pad, they were all reviewed separately. However the point was that all the grading for that terrain was prior to individual site pads. The grade for the bank was there, the grade for the restaurant was there; all the grading for the second building was there. Storm water management was there.

Ms. Skilling responded they had to do certain things, yes, because in order to get the storm water, who knows, the county may require, because in order to get the storm water done, sediment and erosion control, and a grading permit, it may be required for those things.

Mr. Reich stated when we revised the Ordinance I thought we said they would do the whole site at one time. I didn't say all the buildings but do all the preparation for the site at one time, set out the pad locations at one time and as much infrastructure as possible at one time.

Ms. Skilling replied there are certain things, yes, that have to be done on the site plan at the time when they submit and for the subdivision, there are certain things that have to be put in, yes. And it's going to be controlled by what the Cecil County Department of Public Works looks at as far as the impervious area that's going to be created, whether they're going to allow certain things to be done as far as storm water management, and if this other site comes in and they haven't met it, it could be the other site would have to do something, some additional storm water management.

Mr. Powell indicated we will go in with an overall storm water management plan, the concept, that will show treating the entire project and all the impervious area and we will get an approval at that point in time for the entire development, to show that everything works, everything fits and we've placed everything. What will happen is as the different phases come in, as phase two comes in, and things could change a little bit, we're going to have to go in and talk to Cecil County at that time and the Town of Perryville and say here are the changes based on this use and here it meets the original intent of providing storm water management under the new regulations and we're going to provide that at that time. So there is flexibility in that design, there will be flexibility in changing things as you go through because we're not going to be building those, everything up front. But only what needs to be constructed with that particular phase.

Ms. Skilling commented in order to get a grading permit, which is one of the things they're going to have to do, that's one of the criteria for doing this land development, there are certain things required. One of which is the site plan retains part of the motel and the requirement under our unified development says that has to be prepared for three unified lots and so that will have to go away.

Mr. Reich stated and that's my point exactly, the Inn has to go before Dollar General goes in because that site's got to be prepared for that lot 1, to some degree. We can't go in and leave that there, put in Dollar General, then come back and grade the site later.

Mr. Ryan indicated I see by your proposal, your concept here, you're proposing to build the Dollar General first and the Inn is basically sitting, the center of the current motel is sitting in the middle of the Dollar General store. I would definitely think the County wouldn't allow it; the Town wouldn't allow it, to go in and cut down the right hand side of the motel and leave the left hand side. And that wouldn't make good business sense either. So I do think you are one hundred percent correct that will be removed before anything else gets done.

Mr. Reich stated that was the point I was trying to make it has to at least start getting ready for the other sites, and taking out the motel is part of that.

Mr. Lutche commented the last part of our presentation would be for Mr. Patel's side of this because actually if there are a lot of things that make business sense, at least contractually, is the lender. He has the requirement with his bank, there is a design in place that is being considered, that would remove part of the existing Relax Inn, and the part that would remain would remain entirely on parcel 1, compliant with a site plan that would come in for lot 1. It could be, theoretically, not impossible for the potential end user to come in and say I want the existing structure that you've retained, I want to fix it up, I want to rehab it, but the thought is he can't possibly move forward economically with his lenders consent without keeping a portion of it on lot

1. The portion on lot 2 would be gone, no question, there would be no traversing of property lines, there would be no encroachments, no variances requested, it would be compliant with the new code and the old code with respect to lot 1 and lot 2. But from a cash revenue standpoint, with the ability to keep paying on the note that's on what will be three new lots, he can't move forward immediately with Dollar General, because he'd have no revenue to pay the existing note.

Mr. Patel indicated basically I have one buyer for three lots, and that's the Dollar General store. Ms. Mazzotta is working with a couple of other prospects. One is Burger King and I provided a copy of an email going back and forth with them but they're not ready to pull the trigger. In my opinion I feel after people see the Dollar General and the property is well developed more buyers will come to the area and bring their businesses to the area. The problem with my bank is they don't want to just own the lots; they need some kind of cash flow. Right now if the lot's not earning any money they don't take that as collateral. I've already approached them and this is what they came up with. Well, the proceeds from what we're selling go to them but they can't hold on to lots. So that's my main dilemma. I don't want to have a twelve room motel either but that's what this is calling for to make this happen. I've tried everything; selling it to one buyer, economy went bad, couldn't do it. I'm sure you're all familiar with Doug Hill; he was interested but you see where he's at right now. So I'm trying to make things happen. I feel that with Dollar General here other businesses are going to come to Perryville. But right now to go across the bridge it's an eight dollar toll. Everybody doesn't have an EZpass. Let's keep the businesses in Perryville. Just do it a little bit at a time. That's the request I'm asking. We've been working on this for three years. No one's trying to hide anything; we just need to have a little time to move forward. I've also pondered the idea that if there's some kind of agreement with the Town, if this doesn't happen within x number of days or x number of years then we can set up some system where I could put a bond up to pay for the demolition so the motel can go, but I just can't do it today.

Mr. Ryan commented so if I understand correctly what you want to do is to take the most eastern part of the motel completely out down to twelve rooms, keeping the most western part of the building intact and according to the plan that is all on lot 1. So, now my concern is how that affects the requirement that we made that architecturally alike, architectural compatibility, because Dollar General will have that newer, modern look that we like but the motel will still have the same old look.

Mr. Jack indicated while I sympathize with your position and I understand what you've been doing for three years, the problem is we have to compromise the Highway Corridor Unified district area to meet you. And then we'd have to do it with everybody else. That's not what the rules say here. If you know the rules going in, all these things are out there. We've done the best we could do to put you in a position to allow you to do what you want to do but we can't keep changing everything in the code to allow one building up and have the motel stay like it is, that defeats the whole purpose of this unified corridor. What you're asking us to do is to throw this out and let you leave it the same. What if you never sold it and the motel stayed there? Then we would be setting the precedent that everyone else in the Town up and down Route 40 can do the same thing. I'm not against what you're trying to do. I want you to understand our position because we have these zoning laws that are in place that we have to abide by them. And one of them is this unified corridor. I don't know how we can throw it all out. We could set you back two more years just trying to make changes for it to work, that would be foolish. We're boxed in a corner, as you are. It's not that I don't want you to develop it, it's not that I don't want Dollar General, but the way the rules are we're boxed in as much as you are. It's not an impasse on our part, I just don't think it's anything we can do.

Mr. Reich indicated to Dollar General, assuming you get the Special Exception, the next thing that you come to us would be for your site only, correct. And as part of that plan would be the whole front part being developed.

Mr. Powell responded correct, the whole thing right here, it shows the infrastructure that Ms. Skilling was talking about, that would have to be constructed in order to facilitate the site. First of all we have to do the widening on Route 40, we have to modify the entrances in order to get our SHA access permit, we would have to provide utilities so they would all be extended, and then you're talking about the onsite work that would be needed for the Dollar General, and then there's the overall storm water management that we have to maintain for these improvements, including the portion of the motel that's left.

Discussion continued regarding the length of time projected for building Dollar General with anticipated time of one hundred twenty (120) days from building permit issuance. It's all contingent upon getting permits, State Highways for road access, storm water then construction can begin. No building may start until the subdivision for the site is approved and recorded.

Mr. Reich reiterated they've asked for two things from us: approval of the Concept Plan which they are showing us and they've asked us, contingent upon the Special Exception is granted.

Mr. Jack indicated in their mind it's possible but not in my mind because what they've offered is that a portion of that motel remains. I don't see how that is meeting the Highway Corridor Unified Development. I don't see that as a feasible way of pushing this thing forward.

Mr. Barrett asked for staff comments, talk to us about their approaches, in addition to your staff report, normal or otherwise, what are some approaches, is it common or do you expect, is this a deal breaker: the fact that they are leaving the motel up.

Ms. Skilling responded some of my comments will address that issue (staff report attached). A Traffic Impact Study has been done and for site access, SHA hasn't approved that yet to grant egress and ingress as proposed on this plan. The sidewalk needs to be extended to the east on Route 40 on the far end of the property. Comment number 4 states the existing structure must be razed in order to provide visually harmonious pad sites. This is consistent with the Highway Corridor Unified Development, the Highway Corridor Overlay Zone, the Subdivision regulations, and the Comprehensive Plan. If you look at all these things every one of those talk about consistency in site development and how this particular site plan should be as most of development in Town. Furthermore, I just want to emphasize with the Planning Commission, when we went through this, prior to going through all these provisions, I have to agree with Mr. Jack that all these issues were brought up prior to going through the amendment to change this. And discussions prior to that were to assist and help Mr. Patel to get through this process. But things like this were discussed: we talked about architectural, about what happens to the site, all that was part of those discussions. We're trying to help to get this done. We went through a lot, all of us, the Planning Commission, staff, to Mayor and Commissioners to approve this (the amendment), to help and get some nice development in the Town. But I do believe it doesn't meet the intent because if you leave part of a motel there that's not what I call a really nice thing to look at, a harmonious development of site pads. It's like going and making a shopping center and leaving half of the old part of the shopping center there. It doesn't meet the intent and we expressly talked about this. So I'll leave that for your decision. They did go to T.A.C. and their comments have been provided.

Mr. Souder stated in order to give them, obviously they've heard what our concerns are, in order to move ahead if we recommend approval of the Special Exception with conditions that everyone spoke of, that gives them more time to show us more of the end result.

Mr. Reich responded we can give them approval towards the Special Exception. They've asked us to approve what they've shown us as a concept plan, to approve the concept plan. We have two things that they've asked for. We can do the Special Exception as none of the conditions we've talked about on the plan is part of that, however some of them are.

Mr. Lutche stated to clarify what the code requires which is very similar in many county codes, it would be a recommendation from this Planning Commission to the Board of Appeals that the Special Exception be approved by the Board of Appeals because they are the body who actually approves or not approves the Special Exception. So at this stage it would be a recommendation and what Ms. Skilling has done, has recommended you do approve that in accordance with her conditions. So, to your original question, yes, we could leave here tonight with both the concept plan review approval, which that's for you, and subsequent to that a recommendation for approval to the Board of Appeals for that Special Exception. The code does require both of those things at this stage and what very often happens is you get recommendation for approval with conditions.

Mr. Reich stated the code doesn't ask us to approve the concept plan, the code only asks us to approve the Special Exception, actually to recommend.

Ms. Skilling commented what they are requesting and what you have to approve is that the Concept Plan, to the Board of Appeals for the unified development, and did it meet the requirements. All my consideration is here that they met most of the requirements but these, it should be conditioned upon these comments so that all these other conditions are met prior to, so the Board of Appeals understands the Planning Commission believes that these have to be met in order to get that Special Exception because it is incumbent on you as the Planning Commission members to look at that review and these are the conditions of which you believe need to be met prior to getting that Special Exception. Existing structures are to be razed to meet the criteria for the unified development, that all these lots would be harmonious and subject to development, because that was the intent of the amendment.

Mr. Barrett indicated I'm trying to get an understanding of whether or not, you talk about razing the entire parcel and start the development at the same time, whether or not that can be done as phased. The applicant wants to leave a portion of the motel here while the rest of the area is being developed. And we're saying no, we can't do that because the development needs to take place all at the same time. One of the potential things that would be of interest on that site is a restaurant, so what if he turns this motel into a restaurant and guest house, and once Dollar General completes its activity, then modify his facility, modify his façade to match that architectural design. I think at some point our option should be how we can make it work within the code that we have.

Ms. Skilling stated if you look at the way this is designed here, circulation could be a problem with the motel staying there. There are a lot of considerations for that site, there's never been anything with parking. The way it was created for the purpose of creating three site pads that could be sold for development that is consistent with the area and was the intent of the unified development is to come up with three lots where businesses could be brought into the Town, Dollar General being one, potentially others. We're not saying they have to be what's sited on this plan but this whole plan had to show circulation, parking, egress and ingress, some of the frontage and how are you going to do some of the landscaping. To me, all the elements of the Highway Corridor Overlay

Zone, and that needs to be delineated on the plan, in order to meet all that criteria I don't know how that can stay and meet the intent of the regulations.

Mr. Lutche indicated to Mr. Barrett, I think that is an extremely valid point and I would respond with this: the whole purpose and intent behind this amendment statute is redevelopment. And that's what we're doing. It's a win-win for the Town and the developer. If he cannot do this in phases, it doesn't work. And it sits, as is, as it has since 1963. If it can be phased, then each phase can incorporate compliance with the code. It could be a restaurant, we don't know. We're hoping that someone calls Ms. Mazzotta tomorrow and we can make all this go away with respect to phasing, with respect to retaining a portion of a motel that he doesn't want to have to do, but economically that's how it works. It also has to be compliant with the code. I don't know how many people can be that lucky nowadays to do all those sites and have users all lined up so it all works. This is not the economy that we're in. No one's saying we're not going to be compliant, no one's saying it's not going to work on pad 1. It will. It just needs time and the determination to engineer what it's going to be. That's all he's asking for: additional time.

Mr. Reich stated but when we sat here and amended the Ordinance, we said the whole site has to be developed at the same time. That was up front comments. The grading for all three pads had to be done at that time, the storm water management had to be done. That's my understanding; that's why I agreed to it. And so we start out with three empty lots to get people to come in to. And that's what we agreed to. Let's talk about consensus for a moment. Why I asked how long it would take to get the store up, I don't like the word compromise, but I'd like to come to a consensus and say the whole thing is razed by the time Dollar General's in business. That would give him a little bit of time but being there after Dollar General I think is against what the requirement is, because first of all how will you comply with the architectural structure on the rest of the sites. Ms. Skilling brought up the point about signage, you have a signage plan, that sign out there is too big, you're only allowed eighty (80) square feet in C-2. I'm not prepared to talk about signs tonight. I do want it to go forward. That's why I'm talking about consensus. There's no phasing in our Ordinance, but if we can stretch compliance to the time Dollar General opens it gives more time.

Ms. Skilling commented my opinion is that I think we went out and helped Mr. Patel get what he wanted and Dollar General, what they wanted by making this unified development plan purposefully for this site. To change things again, I agree with some of the comments that the Commissioners made. When we start changing things; we made a law, and now we're going to change it again, to accommodate something that had the intent to do what we were supposed to do and from my understanding of the conversation, Ms. Battaglia and I attended several meetings before we changed the code, it was our understanding this is what was going to happen if you went this course. This is what was supposed to happen, based on the unified development as well as the Highway Corridor Overlay zone which we had to use to change things. I understand banks aren't willing, but is that our problem? Right now there are a lot of banks who aren't willing to do anything with us and we've had to deal with a lot of situations.

Mr. Jack stated I'm not against development, I want to encourage this thing, I think it's a great idea with what we did to bring it in. Here's my problem: in Section 222 of our code, number five, it says *"after the Planning Commission has completed its review of the proposed site plan as provided in Section 153 of this chapter, the Planning Commission shall submit a written report and recommendation to the Board of Appeals. The Planning Commission's report and recommendation shall address: A. whether the Planning Commission finds that the site plan, either as proposed by the applicants or with conditions as recommended by the Planning Commission, would comply with the requirements for development in the Highway Corridor Overlay District as set forth in Part VI of this Chapter if the Board of Appeals grants the*

requested Special Exception”. So my problem is we’re not meeting the intent of our code. Where do we draw the line with anyone who comes in here with meeting the intent of our code? We’re either going to go by the code or we’re not. And that’s the thing. We want him to develop it, we changed this code then so he meets the code, like we did already.

Mr. Ryan responded I’m not so sure the intent’s not there. I think the intent, his intent really is, and let’s just say it takes five years, to have the motel gone and have three businesses or at least one already built and two more working on being built, or being sought to be built, whatever, I think the intent is he’s really does want to make that three businesses but I’m going back to this harmonious, that you used in your presentation, that they would all look harmonious, and now the new Dollar General on lot 2 doesn’t look harmonious to what is on lot 1, which is half of the existing motel. So I think the intent is there and I’m all in favor of getting this done but again make sure we’re meeting the intent of what we want to do. I think the intent is there, the concern I have is how long it takes to match that intent. I actually don’t think the whole thing is going to be done in three years or maybe even five but I would like to see it complete in no more than ten years.

Mr. Jack commented and what if it’s never done.

Mr. Barrett indicated and would it be within our purview to make that specification, to specify a time frame.

Ms. Skilling stated that’s a Planning Commission decision. I agree, I don’t think the actual Ordinance says one way or another we can do that because it doesn’t meet the intent of the Ordinance. I agree with Commissioner Ryan that yes, we want development over there. We would love to see it but I really don’t believe from a planning perspective to leave part of a building on a lot is very good business because it’s very difficult to sell that.

Mr. Barrett questioned and will it continue to be an ongoing business? Do you have a restaurant? So you’re just going to have twelve rooms and your bankers feel comfortable that that’s an ongoing business on which they have a mortgage?

Mr. Patel responded yes because there’s cash flow. They don’t want to own a lot. They’re not in business for owing lots.

Mr. Barrett commented so he’s saying there’s a business that’s already going to be there, the key thing is it’s not consistent with the way the Dollar General is going to be putting up. The Chairman mentioned a time frame which may be acceptable to them to at least bring that business into compliance or raze it.

Ms. Mazzotta indicated to your point you mentioned earlier it is a viable building and it is obviously being maintained. There are retailers that don’t like to build ground up and they retrofit, that’s all they do. I’ve done a lot of Dunkin Donuts, I’ve built probably eighty (80) of them throughout my career in this business. They’ve not been built from the ground up, we’ve converted gas station buildings with bays just with forced air, and they come in to do the HVAC. We’ve converted banks, when you say converted, it’s not just putting a sign out front; they completely retro the entire outside of the building, but they’re not developers. They can retrofit but they’re not qualified to go in and demo and do ground work. So they could come in and completely retrofit it so that it doesn’t look like it does now. I don’t know this particular building, I was just saying as an example there are retailers who are sophisticated enough to retrofit existing buildings.

Mr. Barrett stated the bottom line is that this building and whatever you decide to put over here has to be pleasing to the eye, to be able to have two businesses now. It's not our job to determine what those businesses are and then you've got your parking, and other considerations for the site, the question to ask yourself is, we can't sit here and come up with a plan. I could take some things that I thought but at the end of the day you've got to be able to accept that there are costs associated with that. You knew what the requirements were coming in and from what I'm hearing is that those requirements have not been met. The Chairman is willing to work with you, looking for consensus to make this work. My suggestion would be to try to see exactly what kind of consensus we can come up with and what you are willing to do to ensure at the end of the day once you start we begin to get something like this (plan) as soon as possible.

Mr. Souder stated the only way in this business environment that people are going to move ahead, is a little bit of flexibility in the plan. That idea is a good idea where he would try to conform, the idea that we would give them an extension of time, in consensus, is a good idea to conform. But if we shut the whole thing down then we have a game end in play, in fact maybe we've lost something. So if consensus is the wrong word, and a little bit of leniency is in order, then let's let them come to us with exactly how it's going to work and all we have to do is provide the approval for the Special Exception with the conditions, let's set those conditions. The ball is in their court, not ours. We just need to facilitate whether or not they can make it happen as long as we want to move forward.

Mr. Ryan asked Dollar General, do you feel in any way that having the motel still sitting next to your facility when it gets built will be detrimental to your business, or are you actually, for now, willing to deal with that.

Mr. Davenport responded yes.

Mr. Ryan stated then here's my second question, once we get consensus and get to the conditions and my only concern, how do we word the conditions so that we tell them so they understand what we want. Because I want to make it happen. I want to get approval for the Special Exception but I want a condition that they continue to meet that intent. And for a certain period of time it allows half of the motel to operate the twelve rooms, I'm ok with that as long as we're working towards that end result because I'm not sure how to make that condition happen.

Ms. Battaglia commented we're talking about being able to continue to move forward and be friendly to business, with leaving half of an existing building, what does that half of a building going to look like. Is it just going to be chopped off and left the same, or as you mentioned earlier Mr. Patel, that you're willing to do a façade to modernize it a little bit to be harmonious. That might be something that is a condition we need to see because if they're allowing you to move forward to be able to bring Dollar General with the condition that we're leaving that, there needs to be a time frame and we also need to see what it's going to look like.

Mr. Patel stated where the ell is, the building was built first, and then they added on the other rooms. So there is a walkway in between the two buildings. It's not going to be cut. It was built in two phases back then so we'll just take out the newer phase and leave the older phase for now. Some of the upgrades that you're talking about, we can definitely talk about that. I would prefer to not have the motel and be able to sell the lot but we could buy some time here and Mr. Pierce had mentioned something to me outside as an option.

Mr. Tory Pierce, with Frederick Ward and Associates, commented one of the conditions that could probably be worked out here is that with the issuance of a building permit for the Dollar General and the Public Works Agreement for the extension of the water and sewer facilities to serve the

three lots there could be a portion of that Public Works Agreement dealing with the façade improvements or the landscaping to the Relax Inn portion of the building that is staying and so we could either put a bond up to secure those improvements would be done or that the building would be razed. So that would give the Town a guarantee that we meet the ultimate end game of the unified plan that also could include a time limit.

Ms. Skilling indicated just one other concern, if you leave that section and you have to go do a subdivision and you have to identify for lots, circulation, parking, all those things as part of that, now we have this diagonally placed structure on that lot, I really have to look at our subdivision regulations to make sure because again it doesn't really meet the intent and now we don't have good circulation for the unified development and that's just another concern. And ultimately, yes, when that site is developed we will make sure that happens.

Mr. Lutche commented I think circulation is a possibility.

Mr. Ryan indicated that doesn't concern me as much as the harmonious side seems to be depressed.

Mr. Patel commented there's only one business at this particular time so the traffic would not be that much.

Discussion continued with the site plan and achieving adequate circulation on the site with leaving a portion of the motel.

Mr. Ryan stated that would be a minor issue in my mind just as much as comparing the façade. The infrastructure would already be updated because when you put the new water and sewer lines in for the three lots, that is already connected, whoever decides to build up on that lot in the future would make the changes to the line a little bit.

Ms. Skilling commented the only reason I'm saying this is because under the subdivision regulations you have to meet certain conditions and standards set forth for subdivision and that would be a standard that has to be met in order for me to approve it.

Discussion continued if a portion of the motel is left in place who's going to demo it. When will that portion be razed? Who will do that? It could be a negotiated part of the contract with a buyer: the owner could reduce the purchase price, the buyer could ask the owner to do it, that would be determined with the buyer.

Mr. Lutche stated in practice and in reality, legally it's going to be binding, your Public Works Agreement is going to be with Mr. Patel.

Ms. Skilling indicated it could be addressed in a Public Works Agreement.

Mr. Reich commented and we've already talked about the Public Works Agreement in your comments, correct?

Ms. Skilling responded the Public Works Agreement would have to be written prior to any final subdivision, but actually for his site plan it would have to be at site plan and it has to be approved by Mayor and Commissioners.

Mr. Reich asked but having the Public Works to get Mr. Patel to put up the bond or raze that motel or whatever, is that part of the same discussion?

Ms. Skilling responded it could be part of the conditions in the Public Works Agreement to say that these things have to be met. In order to do a final site plan, or approval of site plans, a public works agreement must be established for dedication, easements, so forth, that is the final step for allocation for water, sewer. And as part of the final step for Dollar General's site is that Public Works Agreement that can set forth all you want to do as a condition.

Mr. Reich stated all I just wanted to make sure it was in there so if we make a motion to approve this based on conditions, the condition to have the Public Works Agreement in there and later on you work out the details of who is razing the building, what's the bond amount put up to make sure it's razed, so I'm trying to build a consensus.

Mr. Ryan commented so what we're saying as a general group is we have that Public Works Agreement based on what you've heard from us.

Ms. Skilling indicated yes, per the staff report because it talks about the public works agreement.

Mr. Reich responded some of the discussion here has added things to that public works agreement, like the bond amount for example, who razes the building for an example, other things and we've all talked about that and so we would say when we get to the public works agreement we would want that stuff to be in it.

Ms. Skilling replied and that may be what you want to state now as part of the condition in that Public Works Agreement.

Mr. Ryan commented it could be something as simple as we recommend approval of the Special Exception to the Board of Appeals with conditions set by Planning Staff in the Staff Report and by the Planning Commission.

Mr. Jack stated we have to address those to the Board of Appeals, as individual items. We want them to understand.

Mr. Ryan indicated it could be with improvements to the façade and/or a bond agreement.

Mr. Jack commented it doesn't say it has to be short, it says we have to make report for recommendation.

Mr. Reich stated what's going to happen is the staff is going to write our report for us and they're going to include those things in that report, rather than us putting it all in the motion.

Ms. Skilling responded if we follow the staff report, additionally that in the Public Works Agreement there is a condition that includes a bonding agreement, façade improvements to the existing building, and a time frame of which you need to specify that potentially if nothing happens it needs to be removed.

Mr. Jack indicated I think we're on the right track. Now we're putting the all in their court because we're going to put the Dollar General up and when Dollar General opens their doors if the existing motel is not razed by then, then it has to be. That's the time frame I would like to see. Then I would be satisfied that we're meeting the intent of the regulations.

Mr. Reich commented or that the façade is brought up to the Dollar General standards and there's good flow of traffic through there and there's more storm water management there. It says three businesses; it doesn't say what three businesses.

Ms. Skilling stated if we're moving to this direction of leaving and there's some consensus to let things move forward, I think some of those other elements that you're talking about, if we can put it in the Public Works Agreement, would be resolved and at such time that other site pads are developed down the road because these things are going to have to be addressed in a given period of time. So you're going to say within eighteen (18) months, twenty-four (24) months, or the day that Dollar General opens their door, if nothing happened, then that has to be removed. Is that what you're asking?

Mr. Jack replied yes, that's what I'm thinking because then I would feel better voting for it. It would conform to our code because we're getting rid of that part before the door is open. We are in the development stage.

Mr. Reich commented what I was saying was that it be brought up to the same standards as the Dollar General site, all the storm water management, the plantings for forest conservation, all that stuff. Yes, it's in there diagonally, it's not perpendicular to the road, but it is a business and if it's brought up to that standard that Dollar General is going, the signage is going to go up with whatever plan they give us, or it gets razed.

Mr. Souder stated and if that's in your notes, in the staff report.

Mr. Jack commented I just want to reiterate, all this development is not going to be done after the store opens, and they have to make a decision long before that store opens whether they're going to remodel that motel or raze it. I want to be in consensus with what you are saying, just speaking of the motel now.

Ms. Skilling indicated can we get back to the recommendation, because we're talking about having an agreement and façade improvement and a time frame, all of which would be mainly for site, those are the conditions, besides all the other conditions.

Mr. Reich reiterated those changes to the motel happen at the same time that the Dollar General is complete, so when the Dollar General opens up, the new site is harmonious, as much as possible, or it's razed. It can't be completely harmonious because it's not perpendicular to the highway.

Mr. Barrett commented or as architecturally consistent, he has to make a decision whether or not it's worth it to make improvements to the motel to be architecturally consistent or tear it down. I'm sure when Dollar General opens he'll have enough to cover the mortgage at that point.

Mr. Davenport stated he won't have anything to do with Dollar General.

Mr. Barrett responded I understand that but your team has held Dollar General out as being the model, the standard.

Mr. Davenport replied I was referring to the cash flow statement.

Mr. Barrett commented he's not giving it to you for free is he?

Mr. Reich indicated you are setting the standard for the area and everything will have to meet your standard and it ought to meet it in the same time frame.

Mr. Lutche stated then I would say carry that thought and simply it further, the fact that Dollar General opens will help. Hopefully you won't have to wait that long. If it takes you twelve, fifteen months to get Dollar General open that will help sell lots 1 and 3, not if you're not open, so don't tie it to opening to anything, just put a flat five years on it, it has to be razed period.

Mr. Jack commented what if we put a flat one (1) year? That's what we're talking about, a flat one year. If I understood Dollar General, they said nine months to get everything done, another one hundred twenty days they would have it razed, and everything will be fine. All I'm trying to say is we don't want that stigma on Route 40 for four years after the Dollar General opens. We don't know if they're going to sell, I hope they do, I want it, I'm not against this thing, and I'm trying to find a way to vote this thing so it will pass. So we can get him going in the right direction. But we keep pushing it further back so we're in the ballpark of having that up there for five years. I don't think we want a motel, just like it is right now for five years sitting alongside the new Dollar General.

Mr. Souder indicated the more time we give them and the fact we approve the idea with the staff report gives them more time to sell lot 1 and lot 3. And obviously you see the urgency that the Planning board is talking about so somewhere with the bond issue, the report, and having to meet those regulations, whether it's a year or whatever time we give them, obviously he's going to need to put his selling hat on and say we're moving forward. We want you there, whatever magic you got that's what you're going to have to do or you're going to reach a point where that's going to have to be razed. So, are you in, or aren't you in?

Mr. Lutche stated that's a great point and completely understand all of your comments and I don't blame you one bit but my response would be you have to remember if the site plan approval is granted and it's good for two years, at this particular point the property owner is in a situation where he can't roll the dice because they're only giving me six months or twelve months, eighteen months, what if I'm sucked into that very short window and I have nowhere to go. Do I delay my site plan further out, do I not get Dollar General sooner rather than later....

Discussion continued regarding the amount of time to consider, with a mathematical consensus number of three years and then it's razed.

Mr. Barrett commented I think that's a little generous because he had to know coming in that they had not met the requirements to be at the table at this juncture. I don't have a problem with giving him some time but I'm not satisfied I want to go with three years.

Ms. Skilling stated two years, and I have to agree with their attorney, two years is a site plan approval time, usually you lose status after two years. I would like to recommend two years because it will take a year, it could take at least six months to get final approvals by the time you go through the County and get started with building permits before you can start construction.

Discussion continued regarding when the clock starts with the site plan. The final site plan hasn't been approved, nor the subdivision plan, and it could be a year before the final site plan is approved.

Mr. Patel stated that's why we were asking for five years, with everything out there, knowing my situation and not digging in any deeper, that's why I was asking for five.

Mr. Reich commented I can't see that being out there, as it is, for five years. To maintain a harmonious design, architecturally consistent, by the time Dollar General opens, five years is a long time.

Mr. Lutche indicated if it was a harmonious design it would be able to stay up there forever, correct, so the purpose of the Public Works Agreement would be so Mr. Patel does bring the motel into compliance or raze it. So if say at the time of record plat or time of issuance of the public works agreement for doing the subdivision that's when the clock would start ticking and that's when he would have x amount of time to guarantee that he would bring the motel into compliance or raze the motel. So that's really the time frame if we can agree to between the Town and the developer here. By the time the Public Works Agreement is executed the Town's going to have the surety in place guaranteeing that be done.

Discussion continued for a time frame of three years from the Public Works Agreement, that it be architecturally consistent with the Dollar General or it's razed.

Ms. Skilling explained the Public Works Agreement is finalized when the final site plan is approved and I go through the process of developing the Public Works Agreement for whatever the conditions are.

Mr. Lutche stated it has to happen before the plat is recorded, that's the last thing that happens.

Ms. Skilling commented so in the Public Works Agreement it would say that within three years that lot 1 would have to become compliant with the regulations or razed.

Mr. Jack reminded it would be architecturally consistent at that time; not being developed. At the end of the three years it will be architecturally consistent with Dollar General, if it happens in March, say March 5th, when that day is done if they're still developing it, it gets razed. To me this is a great compromise. I like to tie it to the site plan, when the site plan runs out I think that's a better fit for the Town however I'm not going to oppose the trying to get this thing to work.

Mr. Reich stated I wanted to go from tonight, if the PWA goes in March that's another half year and we're giving them three more so he's almost up to five, so with consensus, I think we're close. What we have that Ms. Skilling is writing down is three years from the PWA, and in the agreement it says either they bring it up to standard or raze it within three years, and compliant with the Highway Corridor Unified Development and Highway Corridor Overlay District.

Motion made by Mr. Souder and seconded by Mr. Barrett to recommend to the Board of Appeals approval of the HCUD Special Exception with conditions as stated in the Staff Report, comments made by the Planning Commission, and all requirements of the HCUD is met. **All in Favor.**
Motion Carried.

Adjournment:

Without objection the meeting was adjourned at 8:55 p.m.

Respectfully Submitted,

Dianna M. Battaglia
Planning & Zoning Coordinator