



## NIBLEY CITY COUNCIL MEETING AGENDA

Thursday, February 22, 2024 – 6:30 p.m.

*In accordance with Utah Code Annotated 52-4-207 and Nibley City Resolution 12-04, this meeting may be conducted electronically. The anchor location for the meeting will be Nibley City Hall, 455 West 3200 South, Nibley, Utah. The public may also participate in the meeting via the Zoom meeting link provided at [www.nibleycity.com](http://www.nibleycity.com). Public comment should be submitted to [cheryl@nibleycity.com](mailto:cheryl@nibleycity.com) by 6:30 p.m. and will be read into the public record.*

1. Opening Ceremonies (Councilmember Sweeten)
2. Call to Order and Roll Call (Chair)
3. Approval of the February 1, 2024, Meeting Minutes and the Current Agenda (Chair)
4. Public Comment Period<sup>1</sup> (Chair)
5. Planning Commission Report
  
6. **Discussion & Consideration:** Resolution 24-04— Accepting the Nibley City Audit for Fiscal Year 2022-23
7. **Discussion & Consideration:** Resolution 24-02—A Resolution Appointing Nibley City’s Representative to the Cache Mosquito Abatement District Board of Trustees (First Reading)
8. **Public Hearing:** Ordinance 24-03—Development Agreement with R & W ENTERPRISES INC, Together With PROJECT VALOR to Allow Construction of One (1) Casita on Parcel 03-020-0018, Located at 110 W 2600 S, to House Transitioning and/or Homeless Veterans Within a Legally Non-Conforming Mobile Home Park, Setting Forth Conditions and Standards for Its Construction
9. **Discussion & Consideration:** Ordinance 24-03—Development Agreement with R & W ENTERPRISES INC, Together With PROJECT VALOR to Allow Construction of One (1) Casita on Parcel 03-020-0018, Located at 110 W 2600 S, to House Transitioning and/or Homeless Veterans Within a Legally Non-Conforming Mobile Home Park, Setting Forth Conditions and Standards for Its Construction (First Reading)
10. **Discussion:** Next steps with RFP for Indoor Recreation Feasibility Study
11. **Discussion & Consideration:** Ordinance 24-01—Amending NCC 3.02.040, 17.06.050, 19.20, 19.22 and 19.24; Removing Owner Occupation Requirements for Accessory Dwelling Units and Two-Family Housing, Amending Impact Fee Provisions, Height Requirements and Other Provisions for Accessory Dwelling Units and Setback Requirements for Accessory Buildings (Second Reading)
12. **Discussion:** Planning Commission Goals
13. Council and Staff Report

Adjourn

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<sup>1</sup> Public input is welcomed at all City Council Meetings. 15 minutes have been allotted to receive verbal public comment. Verbal comments shall be limited to 3 minutes per person. A sign-up sheet is available at the entrance to the Council Chambers starting 15 minutes prior to each council meeting and at the rostrum for the duration of the public comment period. Commenters shall identify themselves by name and address on the comment form and verbally for inclusion in the record. Comment will be taken in the order shown on the sign-up sheet. Written comment will also be accepted and entered into the record for the meeting if received prior to the conclusion of the meeting. Comments determined by the presiding officer to be in violation of Council meeting rules shall be ruled out of order.

*In compliance with the Americans With Disabilities Act, reasonable accommodations for individuals with disabilities will be provided upon request. For assistance, please call (435) 752-0431*

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**Agenda Item #6**

<b>Description</b>	<b>Discussion &amp; Consideration:</b> Resolution 24-04—Accepting the Nibley City Audit for Fiscal Year 2022-23 (First Reading)
<b>Presenter</b>	John Haderlie, Larson & Company Certified Public Accountants
<b>Planning Commission Recommendation</b>	NA
<b>Staff Recommendation</b>	Move to approve Resolution 24-04—Accepting the Nibley City Audit for Fiscal Year 2022-23 and waive the second reading.
<b>Reviewed By</b>	Mayor, City Manager, City Treasurer, Staff

**Background**

**Info from 10-27-22:** State law requires that the annual audited financial statement be presented to the City Council within six months of the end of the fiscal year, which ends June 30. The City has engaged the services of an independent auditor, Larson and Company - CPAs, to provide these services and present audited financials to the Council.

In performing the audit, the firm reviewed the City's financial records, worked with staff members, including the City Manager, Court Clerk, Treasurer, Accountant and others, contacted organizations with which the City has financial dealings, and verified multiple compliance items.

**Agenda Item #7**

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**RESOLUTION 24-04**

**A RESOLUTION ACCEPTING THE NIBLEY CITY AUDIT FOR FISCAL YEAR 2022-23**

WHEREAS, State law requires that independent audits of all cities are required to be performed in conformity with Title 51, Chapter 2a, Accounting Reports from Political Subdivisions, Interlocal Organizations, and Other Local Entities Act; and

WHEREAS, every year an independent auditor certifies that Nibley City financial statements meet the requirements of GAAP (Generally Accepted Accounting Principles) and GASB (Government Accounting Standards Board), and Utah State; and

WHEREAS, Utah State law requires that the annual audited financial statement be presented to the City Council within six months of the end of the fiscal year, which ended June 30, 2023; and

WHEREAS, Nibley City regards its fiduciary responsibilities among its highest of priorities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF NIBLEY CITY, STATE OF UTAH, AS FOLLOWS:

1. Nibley City Council accepts the Nibley City Audit for Fiscal Year 2022-23 as presented by independent auditor Larson and Company.

PASSED and ADOPTED BY THE NIBLEY CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
Larry Jacobsen, Mayor

ATTEST:

\_\_\_\_\_  
Cheryl Bodily, City Recorder

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<b>Description</b>	<b>Discussion &amp; Consideration:</b> Resolution 24-02—A Resolution Appointing Nibley City’s Representative to the Cache Mosquito Abatement District Board of Trustees (First Reading)
<b>Presenter</b>	Larry Jacobsen, Mayor
<b>Planning Commission Recommendation</b>	NA
<b>Staff Recommendation</b>	Move to approve Resolution 24-02—A Resolution Appointing Nibley City’s Representative to the Cache Mosquito Abatement District Board of Trustees and waive the second reading.
<b>Reviewed By</b>	Mayor, City Manager

**Background**

Nibley City is entitled to representation on the Board of Trustees of the Cache Mosquito Abatement District. Larry Jacobsen asks the consent of the City Council to appoint Gregory Shannon to fill the remainder of Tom Davis's term, who has moved away from Nibley. Larry and Gregory have discussed this appointment and concluded that Gregory is able and willing to serve Nibley City in this capacity. If the Council is inclined to do so, Larry requests to waive the second reading of this Resolution.

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**RESOLUTION 24-02**

**A RESOLUTION APPOINTING NIBLEY CITY'S REPRESENTATIVE TO THE  
CACHE MOSQUITO ABATEMENT DISTRICT BOARD OF TRUSTEES**

WHEREAS, Nibley City Mayor with the advice and consent of the City Council, shall appoint Nibley's representative to the Cache Mosquito Abatement District Board of Trustees; and

WHEREAS, it has become necessary for Nibley City to appoint a new representative to the Cache Mosquito Abatement District Board of Trustees; and

WHEREAS, Nibley City wishes to appoint Gregory Shannon as Nibley City representative to the Cache Mosquito Abatement District Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF NIBLEY CITY, STATE OF UTAH, AS FOLLOWS:

1. Gregory Shannon is hereby appointed to serve as the Nibley City representative on the Cache Mosquito Abatement District Board of Trustees beginning February 22, 2024 to December 31, 2024.

PASSED BY THE NIBLEY CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
Larry Jacobsen, Mayor

ATTEST:

\_\_\_\_\_  
Cheryl Bodily, City Recorder

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**Agenda Item #8 & 9**

<b>Description</b>	<p><b>Public Hearing:</b> Ordinance 24-03—Development Agreement with R &amp; W ENTERPRISES INC, Together With PROJECT VALOR to Allow Construction of One (1) Casita on Parcel 03-020-0018, Located at 110 W 2600 S, to House Transitioning and/or Homeless Veterans Within a Legally Non-Conforming Mobile Home Park, Setting Forth Conditions and Standards for Its Construction</p> <p>and</p> <p><b>Discussion &amp; Consideration:</b> Ordinance 24-03—Development Agreement with R &amp; W ENTERPRISES INC, Together With PROJECT VALOR to Allow Construction of One (1) Casita on Parcel 03-020-0018, Located at 110 W 2600 S, to House Transitioning and/or Homeless Veterans Within a Legally Non-Conforming Mobile Home Park, Setting Forth Conditions and Standards for Its Construction (First Reading)</p>
<b>Presenter</b>	Levi Roberts, City Planner
<b>Planning Commission Recommendation</b>	Approval of Ordinance 24-03: Development Agreement with R & W ENTERPRISES INC, together with PROJECT VALOR to allow construction of one (1) casita on Parcel 03-7020-0018, located at 110 W 2600 S, to house transitioning and/or homeless veterans within a legally non-conforming mobile home park, setting forth conditions and standards for its construction, adopting Staff's recommended findings with the condition that the property owner receives no net profit from the lease of land for the Casita.
<b>Staff Recommendation</b>	Approval of Ordinance 24-03: Development Agreement with R & W ENTERPRISES INC, together with PROJECT VALOR to allow construction of one (1) casita on Parcel 03-7020-0018, located at 110 W 2600 S, to house transitioning and/or homeless veterans within a legally non-conforming mobile home park, setting forth conditions and standards for its construction, adopting Staff's recommended findings

<b>Reviewed By</b>	Mayor, City Manager, City Planner, City Engineer
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## Background

Michael Fortune, representative of Project Valor, has proposed to use a vacant storage lot located within the Nibley Mobile Home Park for the purpose of placing a Boxabl Casita (see sample photo below) that would be used to house transitioning and/or homeless veterans (one at a time).



The applicant has proposed a development agreement which allows for the construction of the Casita, while providing certain terms and conditions for its construction.

The applicant provides the following additional justification for this application:

*There are so many resources available for veterans, except what they need the most, a place to stay, housing, a home. We have been working on "Project Valor" for over a year and we have developed a program that we will take across the state of Utah. We choose to start our pilot program here in Cache Valley and our goal is to establish 25 to 35 of these homes throughout the state of Utah and end veteran homelessness by December 25, 2024 in Utah. We have the support of the property owner who has a strong desire to support our veterans. Additionally, we have local businesses and individuals that will assist us to clean up, improve/upgrade and landscape the lot, which will have a positive impact for the City of Nibley (not just by how it looks, but because of how it is used).*

NCC 19.26.040 states the following:

*No extension or addition shall be made to any structure containing a nonconforming use. However, a nonconforming use may be extended to include the entire floor area of the existing building in which it was conducted at the time the use became nonconforming. Additions or extensions may be made to a residential building which is nonconforming as to height, area or yard regulations, provided said addition conforms to all the requirements for the district in which it is located and does not increase the number of dwelling units or occupancy of the building. No nonconforming use of land shall be expanded or extended or increased in intensity of use, or accessory buildings constructed.*

Because the construction of the casita would increase the number of dwelling units to a nonconforming use (mobile home park), The development agreement is necessary to allow its construction. UCA 10-9a- 532(2)(a)(iii) states:

*A development agreement may not allow a use or development of land that applicable land use regulations governing the area subject to the development agreement would otherwise prohibit, unless the legislative body approves the development agreement in accordance with the same procedures for enacting a land use regulation under Section 10-9a-502, including a review and recommendation from the planning commission and a public hearing.*

The proposed agreement includes the following summarized terms & conditions:

- Allows for 1 modular 'casita' unit that is no more than 722 sq ft to be built in a designated storage area within the mobile home park property, according to the proposed site plan.
- The casita must be used for housing of a United States military veteran.
- The casita must be setback 10' from the property line and 18' from other housing units. The 10' setback from the side and rear property line is in line with ADU setback standards.
- The casita must meet all building and fire codes and will require a building permit, the submission of which must occur within 1 year.

### **General Plan Guidance**

Although allowing for the construction of the Casita, as described above, would be in violation of Nibley City Code provisions related to non-conforming uses, there are benefits to allowing its construction, in support of the goals of the general plan. Specifically, Residential Development and Housing Goal 3 states:

*Continue to meet State and Federal Moderate Income Housing requirements, which will allow Nibley to provide suitable housing choices for a variety of individuals.*

In addition, Strategy 7 of the Moderate-Income Housing Plan, an appendix to the General Plan is:

*Apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing, an entity that applies for programs offered by the Utah Housing Corporation within that agency's funding capacity, an entity that applies for affordable housing programs administered by the Department of Workforce Services, an entity that applies for affordable housing programs administered by an association of governments established by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act, an entity that applies for services provided by a public housing authority to preserve and create moderate income housing, or any other entity that applies for programs or services that promote the construction or preservation of moderate income housing*

Allowing for the casita, dedicated to homeless or transitioning veterans would be in support of each goal and strategy by partnering with Project Valor, an entity that is focused on ending homelessness of Utah veterans and providing a suitable housing choice for such individuals.

### **Other Issues**

The Public Works Department and City Manager has reviewed this request and has determined that the water usage is unusually high for the mobile home park, indicating that repairs are needed for this system (although it is currently unclear which specific repairs are needed). To address this issue, Staff is recommending that the applicant provides a plan for improving the private water system prior to issuance of certificate of occupancy for the Casita.

In addition to this, Planning Commission has made the recommendation that the property owner does not profit from the lease of this space for the Casita. They may charge for maintenance, utilities and related expenses, but no net profit would be allowed.

Both of these provisions are incorporated into the draft development agreement.

### **Recommended Findings**

- In accordance with UCA 10-9a-- 532(2)(a)(iii), a development agreement may include provisions which are in conflict with adopted ordinances, provided that the agreement is adopted with the same process as changing the ordinance.
- Allowing for the Casita, as presented, is in support of Nibley City General Plan Residential Development and Housing Goal 3 and Moderate-Income Housing Plan Strategy 7.

- The Casita is expected to have minimal impact on surrounding properties and be compatible with surrounding land uses.
- The setback and size limitations of the proposed casita are within constraints of Nibley City's standards for accessory dwelling units.

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**ORDINANCE 24-03**

**DEVELOPMENT AGREEMENT WITH R & W ENTERPRISES INC, TOGETHER WITH PROJECT VALOR TO ALLOW CONSTRUCTION OF ONE (1) CASITA ON PARCEL 03-020-0018, LOCATED AT 110 W 2600 S, TO HOUSE TRANSITIONING AND/OR HOMELESS VETERANS WITHIN A LEGALLY NON-CONFORMING MOBILE HOME PARK, SETTING FORTH CONDITIONS AND STANDARDS FOR ITS CONSTRUCTION**

WHEREAS, UCA 10-9-532(2)(a)(iii) provides that the City may enter into a development agreement which includes provisions which the City Code would otherwise prohibit provided that the agreement is approved in accordance with the same procedures for enacting a land use regulation under UCA 10-9a-502 ; and

WHEREAS, Allowing for the Casita, as presented, is in support of Nibley City General Plan Residential Development and Housing Goal 3 and Moderate-Income Housing Plan Strategy 7.

WHEREAS, The Casita is expected to have minimal impact on surrounding properties and be compatible with surrounding land uses.

WHEREAS, The setback and size limitations of the proposed casita are within constraints of Nibley City's standards for accessory dwelling units.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF NIBLEY, UTAH THAT:

1. The attached NIBLEY CITY DEVELOPMENT AGREEMENT be approved.
2. The Agreement shall not take place until the Developer and City have signed the attached Agreement.
3. All ordinances, resolutions and polices of the City, or parts thereof, inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving and law, order, resolution or ordinance or part thereof.

PASSED BY THE NIBLEY CITY COUNCIL THIS 22 DAY OF February, 2024.

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Larry Jacobsen, Mayor

ATTEST:

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Cheryl Bodily, City Recorder

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## NIBLEY CITY DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is entered into by NIBLEY CITY (“**City**”) and R & W ENTERPRISES INC, a Utah corporation, together with PROJECT VALOR, a STATE 501(c)(3) non-profit organization (collectively, “**Developer**”), and is effective as of the date that it is executed by all parties, as shown by the signatures contained herein.

### RECITALS

- A. Developer owns or otherwise has the right to develop certain property located within the City and seeks to develop the same (“**Development**”), containing approximately 5.36 acres, which property is more particularly described as:

Parcel 03-7020-0018

BEG IN S LN OF 2600 S ST AT PT E 382.59 FT OF PT BR S 33 FT & E 1320 FT FROM NW COR NE/4 SEC 21 T 11N R 1E & TH S 2\*10'31" E 489.62 FT TH N89\*50'47" E 494.03 FT TH N 2\*30'24"W 488.41 FT TO S LN OF SD ST TH W 491.25 FT ALG SD ST TO BEG

LESS 0.17 AC TO NIBLEY CITY FOR ROAD IN BK 980 PG 194

- B. The Development is zoned under applicable City land use regulations as R-2 (“**Zoning**”) and currently has been developed as a legal non-conforming mobile home park.
- C. Developer desires to construct and/or install a single “Boxabl Casita” or similar pre-constructed dwelling unit structure (“**Casita**”) on a vacant storage area on the southeast corner of the Development, in order to house transitioning and/or homeless veterans.
- D. Developer has prepared preliminary and conceptual plans and documents for the Development, which plans show the proposed uses and other improvements for the Development (“**Development Plans**”), which Development Plans are attached and incorporated herein as Exhibit A.
- E. City has, determined that the approval of this Agreement with Developer, and the establishment thereby of specific requirements, elements, and aspects of the Development, some or all of which are not currently allowed under the Zoning, will result in benefits to the City and its residents that are not provided by the Zoning.
- F. The Parties therefore desire to enter into this Agreement in order to provide specific requirements, elements, conditions, and standards that will govern the Development.

### TERMS

1. **Compliance with Regulations.**

- a. The Development remains subject to all terms, conditions, and requirements of the Zoning and all other applicable federal, state, county, and City laws, ordinances,

codes, standards, and land use regulations applicable to the Development and to any building, improvement, landscaping, excavation, or other work required or related to the Development, including but not limited to payment of fees and compliance with design, construction, and building and fire code standards. This Agreement does not grant any land use approval or land use permit, and Developer agrees to apply for all such required approvals and permits prior to commencing any work or construction.

- b. To the extent that the terms, conditions, and requirements of this Agreement and the Development Plans expressly modify or are in direct conflict with the Zoning or another City-adopted ordinance, standard, or land use regulation applicable to the Development, this Agreement shall control and take precedence, but only to the extent of the express modification or direct conflict.
  - c. Nothing herein alters the non-conforming status of the Development. Any restoration, reconstruction, redevelopment, or other change in use of any part of the Development, including the Casita, must comply with the Zoning and Nibley City Code (“NCC”) 19.26.
2. **Construction of Casita.** Developer shall be entitled to construct, install, place, locate, and maintain the Casita in a manner substantially similar to and in substantial compliance with the Development Plans, attached hereto, and the terms, conditions, and requirements set forth below. The express terms of this Agreement shall control and take precedence in the event of a conflict between the Development Plans and this Agreement.
- a. **Units.** No more than one (1) Casita may be installed pursuant to this Agreement. No other dwelling units are permitted to be constructed within the Development pursuant to this Agreement. Any other or additional dwelling units proposed to be constructed shall comply with the Zoning and Nibley City Code (“NCC”) 19.26.
  - b. **Veteran Housing.** The Casita shall be occupied by no more than one family, as defined by NCC. At least one person within such family must be a United States military veteran. Developer shall be responsible for verifying veteran status and shall confirm and document veteran status to City upon City’s reasonable request.
  - c. **Setbacks and Regulations:** The Casita shall be setback at least ten feet (10’) from property lines and public or private streets (top back of curb), and setback at least eighteen feet (18’) from all other homes, buildings, and structures. The Casita shall be limited to the following dimensions: 19 feet in width X 38 feet in length and shall be compliant with Americans with Disabilities Act (ADA) guidelines. The Casita shall have a maximum building footprint of 722 square feet and maximum height of 12 feet above finished grade. The Casita shall be provided with at least one (1) off-street parking space.
  - d. **Permits:** The Casita shall require a building permit and certificate of occupancy prior to construction and occupancy, respectively, of the Casita.

- e. Water Efficiency Improvement Plan: The Developer shall be required to submit a plan to significantly reduce or eliminate loss of water for the private water lines which service the mobile home park prior to certificate of occupancy of the Casita. The Plan shall detail specific capital improvements to be made to the system, including a time frame for installation.
  - f. Profitability: The property owner of the parcel shall not receive any profit from the rental of the space for the Casita. Utilities and maintenance fees associated with the use may be assessed, but no net monetary profit may be obtained from the rental of land for the Casita.
  - g. Design Elements: Developer agrees to construct and develop the Casita and related improvements according to the design elements and specifications as set forth in the Development Plans and this Agreement. Developer acknowledges that City is not authorized, under state law, to regulate design elements of one to two family dwellings without the request and agreement of Developer. Developer hereby requests and agrees to the imposition of such design elements in recognition of and in exchange for the benefits granted to Developer herein.
3. **Reserved Legislative Powers**. The execution of this Agreement and the establishment of the vested rights shall not prevent the City, pursuant to the exercise of its legislative authority and power, to amend, enact, or repeal any provision of the Zoning or any other ordinance, specification, standard, or code, provided that no such legislative action shall reduce or eliminate the Developer's vested rights under this Agreement unless facts and circumstances are present and specifically found by the governing body of the City that meet the compelling, countervailing public interest exception to the vested rights doctrine under Utah law. Any such proposed legislative action affecting the vested rights shall be of general application to all development activity in the City.
4. **Recordation**. This Agreement, including the Development Plans, shall be recorded against title to all real property that is included the Development prior to any further land use application, permit, or approval being sought for the Development. Developer shall ensure that there are no holders of interest that are superior in title to this Agreement, and that all interests, including but not limited to liens, mortgages, deeds of trust, and other similar instruments, have been made subordinate to this Agreement. Developer shall provide such documentation as is necessary to establish the fact of the recordation and of the priority of this Agreement prior to receiving any further approval related to the Development.
5. **Assignment; Successors Bound**. This Agreement may be assigned and transferred by Developer. This Agreement shall run with the land and be binding on and inure to the benefit of the successors and assigns of Developer, such that any person who obtains any right, title, or interest to any portion of the Development shall be bound by the rights and obligations of this Agreement and shall be responsible for performance of Developer's obligations related to such portion in the same manner as Developer. All assignees, transferees, and successors in interest shall be bound by all terms of this Agreement applicable to Developer as though such party were named herein as Developer.

6. **Modifications to Development.**

- a. Developer shall develop, construct, improve, and maintain the Casita in a manner substantially similar to and in substantial compliance with the Development Plans and this Agreement, provided that Developer may adjust the final placement or location of the Casita and other improvements within and upon the Development as necessary and as approved by the City through the City building permit review and approval processes, so long as such adjustments do not materially change the overall design and intent of the Development and comply with this Agreement.
- b. In the event of a dispute between Developer and the City as to whether a change is “material,” no change, modification, or adjustment shall be made without express, written City approval of such change, modification, or adjustment.

7. **Term.** The term of this Agreement shall commence as of the Agreement’s effective date and shall continue until it is terminated, rendering the Development subject to the general zoning regulations applicable to the affected property, as set forth herein:

- a. The Agreement may be terminated due to the uncured breach or default of one of the parties hereto, subject to the provisions set forth in Section 15.
- b. The Agreement may be terminated by the mutual agreement of the parties.
- c. The Agreement may be terminated by the City if Developer fails to submit a building permit for the Casita within twelve (12) months after the effective date of this Agreement, or fails to obtain a certificate of occupancy for the Casita within twenty-four (24) months after the effective date of this Agreement.
- d. Developer may apply for an extension of the deadlines set forth in this Section from the governing body of the City, who may grant an extension, with such terms and conditions as the body finds expedient, upon a finding of good cause for the delay or extension.

8. **Default.**

- a. In the event of a breach or default of any term of this Agreement, the non-breaching party shall provide written notice to the breaching party. Such notice shall describe the alleged breach, the applicable provisions of this Agreement, and the actions necessary to remedy and cure the breach.
- b. Within 30 days after the date of such notice, the breaching party shall either:
  - i. cure the breach and notify the non-breaching party, in writing, of the actions taken to cure the breach; or
  - ii. notify the non-breaching party, in writing, why the breach cannot be cured within 30 days and establishing a reasonable time to cure such breach, with a description of the actions to be taken by the breaching party.

- c. In the event the breaching party does not cure the breach or default within the specified timeframes, the non-breaching party may declare this Agreement to be terminated and send written notice of such declaration to the breaching party.
9. **Severability.** Each provision of this Agreement shall be separate, several, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provisions shall not affect the enforceability of any other provision hereof.
10. **No Waiver.** Failure of a party to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise, at some future time, said right or any other right it may have hereunder, provided that this provision shall not operate to excuse Developer's non-compliance with the deadlines set forth in Section 14. No modification, waiver, or amendment to any right, term, condition, obligation, or provision of this Agreement shall be valid unless adopted through the process set forth in Section 13.
11. **Entire Agreement.**
  - a. This Agreement is the entire agreement between the Parties with respect to the Development and the special rights and obligations granted to and assumed by Developer related to the Development.
  - b. This Agreement shall supersede all prior agreements, conversations, understandings, contracts, and representations related to the Development or any term or provision of this Agreement. Neither party shall rely on or attempt to enforce any statement or representation, not contained herein, made by any person regarding the Development or Developer's rights and obligations thereto.
12. **Enforcement and Governing Law.** This Agreement may be enforced by any means available to the parties, subject to the notice and default provisions set forth in Section 15. This Agreement shall be governed by the laws of the State of Utah, and any court proceedings shall be brought in the First Judicial District Court of the State of Utah. Prior to initiating any such litigation, the parties shall first attempt to mediate or seek an advisory opinion regarding any dispute related to this Agreement through the Utah Property Rights Ombudsman's office or another qualified mediator that both parties agree upon. A party that prevails in any litigation following such mediation or opinion regarding this Agreement shall be entitled to recover their reasonable court costs and attorney fees related to the litigation.
13. **Third Parties.** This Agreement is intended for the sole benefit of the named parties thereto. No third party, except for permitted assignees, transferees, and successors-in-interest, shall have any right to enforce any of the terms or obligations herein contained.
14. **Representations.** The persons signing this Agreement on behalf of the parties represent and warrant that they have the authority and authorization to execute the Agreement on behalf of the respective party such that the party will be bound by all rights, obligations, terms, and conditions herein, and that all steps, requirements, and processes necessary for a party to approve and execute the Agreement have each been completed.





For Nibley City:

By: \_\_\_\_\_

Mayor

Date: \_\_\_\_\_

Attested by:

\_\_\_\_\_

City Recorder

For Developer: R & W ENTERPRISES INC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF UTAH )

: ss

County of \_\_\_\_\_)

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, \_\_\_\_\_, the \_\_\_\_\_ of Developer, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

For Developer: PROJECT VALOR

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF UTAH )

: ss

County of \_\_\_\_\_)

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, \_\_\_\_\_, the \_\_\_\_\_ of Developer, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

DEVELOPMENT PLANS

- (SIGNAGE)
- IDENTIFYING PROGR
- SOCIAL MEDIA LINKS
- SPONSORS LISTED

"REVISED"  
1-20-2024  
PROJECT V

ASSISTING VETERANS W

2700 S. 80

NIBLEY, U



FENCING @ ENTRY  
Vinyl FENCING  
CAPING.

# BOXABL CASITA B

## PREFABRICATED MODULAR DWELLING UNITS

### DRAWING INDEX

REVISIONS	Sheet Number	Sheet Title
00-00-00	0202-8110	
00-00-00		
00-00-00		
	G1.0	COVER SHEET
	G2.0	ENERGY CALCS
	G2.1	ENERGY CALCS
		ARCHITECTURAL
	A1.0	FLOOR PLAN
	A2.0	EXTERIOR ELEVATIONS
	A3.0	WALL SECTIONS
		MECHANICAL
	M1.0	MECHANICAL NOTES, SYMBOLS, AND ABBREVIATIONS
	M2.0	MECHANICAL PLANS
	M3.0	MECHANICAL DETAILS
		ELECTRICAL
	E0-1	SYMBOL LIST, GENERAL NOTES & SPECIFICATIONS
	E1-0	ELECTRICAL PLANS
		PLUMBING
	P1.0	PLUMBING NOTES, SYMBOLS, AND ABBREVIATIONS
	P2.0	PLUMBING PLANS
	P3.0	PLUMBING DETAILS

### SCOPE OF WORK

- WORK TO INCLUDE:
  - THESE UNITS ARE PREFABRICATED FACTORY BUILT ACCESSORY DWELLING UNITS. PLUMBING, ELECTRICAL & HVAC ARE PRE-INSTALLED, AND ARE CONNECTED TO INCOMING UTILITIES WHEN THE UNIT IS SET ON SITE.
  - FOUNDATION SYSTEM IS PERMITTED & INSTALLED SEPARATELY BY THE UNIT OWNER.
  - THIS SET IS INTENDED TO BE USED IN CONJUNCTION WITH THE MANUFACTURERS PANEL DRAWINGS AND STRUCTURAL DRAWINGS.

### BUILDING INFORMATION:

**ADDRESS:**  
 1234 STREET  
 CITY  
 COUNTY  
 STATE: UTAH

**BUILDING CODE:**

- 2018 INTERNATIONAL RESIDENTIAL CODE
- 2018 INTERNATIONAL MECHANICAL CODE
- 2020 NATIONAL ELECTRICAL CODE
- 2018 INTERNATIONAL PLUMBING CODE
- 2018 INTERNATIONAL ENERGY CONSERVATION CODE
- FIRE PREVENTION CODE: 2018 INTERNATIONAL FIRE CODE

### PROJECT CONTACTS

**OWNER:**  
 BOXABL  
 5945 EAST NORTH-BETT ROAD  
 LAS VEGAS, NV 89115

**ELECTRICAL ENGINEER**  
 DICKERSON ENGINEERING, INC  
 3343 NORTH RIDGE  
 ARLINGTON HEIGHTS, IL 60004  
 847-966-0290  
 DAVIS DICKERSON

**ARCHITECT**  
 SEVAN DESIGN SOLUTIONS P.C.  
 3025 HIGHLAND PARKWAY,  
 SUITE 850  
 DOWNERS GROVE, ILLINOIS  
 630-733-9647  
 JOE DEFILIPPIS

**MECHANICAL & PLUMBING ENGINEER**  
 WCW ENGINEERS, INC.  
 760 CREEK DRIVE  
 WOOD DALE, IL 60191  
 630-595-8800  
 JOSEPH G. THOMAS

### BUILDING DATA

**OCCUPANCY CLASSIFICATION:** IRC ACCESSORY STRUCTURE OR DWELLING UNIT

**TOTAL BUILDING AREA:** 301 SQFT

**BUILDING HEIGHT:** 10'-9"

**CONSTRUCTION TYPE:** 1-B

CASITAS DESIGNED FOR THE WORST CASE ULTIMATE WIND SPEED AND EXPOSURE CONDITIONS IN UTAH: 105 mph REGION 1, 155 mph ACTUAL. EXPOSURE C. SEISMIC LOADS ARE NEGLECTABLE TESTS PASSED:  
 NFPA 286 CORNER BURN TEST  
 ASTM E84 NON-COMBUSTIBLE MATERIAL CONSTRUCTION

### GENERAL NOTES

THE INFORMATION SHOWN ON THESE DRAWINGS IS BASED ON THE BEST INFORMATION AVAILABLE AT THE TIME TO THE ARCHITECT. THIS INFORMATION CANNOT BE GUARANTEED TO SHOW EVERY EXISTING CONDITION. EACH CONTRACTOR ON THIS PROJECT SHALL READ AND STUDY THE TOTAL SET OF DRAWINGS FOR ALL WORK. CONTRACTORS MUST VISIT THE SITE AND DETERMINE ALL FIELD CONDITIONS. ALL DIMENSIONS SHALL BE VERIFIED AND ALL DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT PRIOR TO BID SUBMISSION.

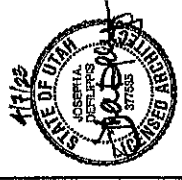
THE ARCHITECT AND HIS CONSULTANTS DO NOT WARRANT OR GUARANTEE THE COMPLETENESS OF THE WORK BEYOND A REASONABLE DILIGENCE. IF ANY ERRORS, DISCREPANCIES, OR OMISSIONS ARE FOUND TO EXIST IN THE WORK PRODUCT, THE ARCHITECT SHALL BE PROMPTLY NOTIFIED SO THAT HE MAY HAVE THE OPPORTUNITY TO TAKE WHATEVER STEPS NECESSARY TO RESOLVE THE ISSUE. FAILURE TO PROMPTLY NOTIFY THE ARCHITECT OF SUCH CONDITIONS SHALL ABSOLVE THE ARCHITECT FROM ANY RESPONSIBILITY OF SUCH FAILURE. ACTION TAKEN WITHOUT THE KNOWLEDGE AND CONSENT OF THE ARCHITECT, IN CONTRADICTION TO THE WORK PRODUCT, OR THE RECOMMENDATIONS OF THE ARCHITECT SHALL BECOME THE RESPONSIBILITY OF THE PARTIES RESPONSIBLE FOR TAKING SUCH ACTION.

THESE DRAWINGS WERE PREPARED BASED ON THE ASSUMPTION THAT ANY CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR VENDOR INVOLVED IN THE CONSTRUCTION OF THE WORK DESCRIBED HEREIN HAS EXPERIENCE IN THEIR RESPECTIVE AREAS OR DISCIPLINES THAT MAKE UP THE SCOPE OF THE PROJECT.

IT IS NOT THE INTENT OF THESE DRAWINGS TO SHOW EVERY DETAIL OR NUANCE THAT MAY BE REQUIRED TO CONSTRUCT THE WORK SHOWN. IN ADDITION, IT IS ASSUMED THAT EACH CONTRACTOR IS FAMILIAR WITH EACH PORTION OF THEIR WORK, WHETHER THEY ARE CONSTRUCTING OR ASSEMBLING THE REQUIRED COMPONENTS, OR FOLLOWING MANUFACTURERS GUIDELINES, RECOMMENDATIONS, OR SPECIFICATIONS FOR A PARTICULAR PORTION OF THEIR WORK.

ANY WORK THAT INVOLVES UTILIZING A PRE-MANUFACTURED COMPONENT, OR OTHER FIELD ASSEMBLED OR FIELD APPLIED SYSTEM IS THE SOLE RESPONSIBILITY OF THE ENTITY ENGAGED TO PERFORM THAT WORK. ANY ERRORS, OMISSIONS, DEFECTS, OR DAMAGES CAUSED BY ANY DEVIATION FROM THE MANUFACTURERS GUIDELINES, RECOMMENDATIONS, OR SPECIFICATIONS, SHALL BE THE SOLE RESPONSIBILITY OF THE ENTITY RESPONSIBLE FOR SUCH ACTION, AND ANY REQUIRED REMEDIES, INCLUDING REPLACEMENT SHALL BE THE RESPONSIBILITY OF THE PARTY RESPONSIBLE FOR THE ERROR, OR OMISSION, THAT CAUSED THE DAMAGE OR DEFECT.

MANUFACTURERS COMPLIANCE CERTIFICATE CAN BE FOUND NEXT TO WATER HEATER IN KITCHEN ON THE WALL AND INSIDE THE ELECTRICAL SUB PANEL DOOR



REGISTERED ARCHITECT: THESE DRAWINGS HAVE BEEN PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL CITY, STATE AND FEDERAL REQUIREMENTS AND I AM NOT PROVIDING CONTRACT ADMINISTRATION OR REPRESENTING EITHER PARTY.

MODEL:  
 UTAH  
 20' CASITA B

PAGE LAYOUT

DATE	REV	DESCRIPTION

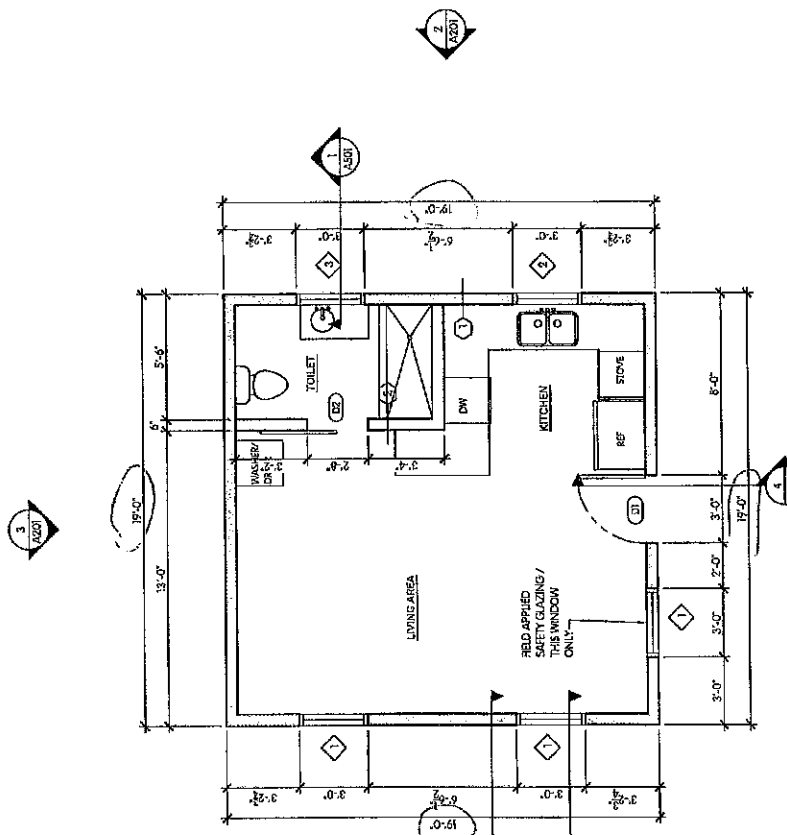
PROPRIETARY AND CONFIDENTIAL  
 THE INFORMATION CONTAINED IN  
 THIS DRAWING IS THE SOLE  
 PROPERTY OF SEVEN DESIGN SOLUTIONS, P.C.  
 NO PART OF THIS DRAWING IS TO BE  
 REPRODUCED OR TRANSMITTED IN ANY  
 FORM OR BY ANY MEANS, ELECTRONIC OR  
 MECHANICAL, INCLUDING PHOTOCOPYING,  
 RECORDING, OR BY ANY INFORMATION  
 STORAGE AND RETRIEVAL SYSTEM, WITHOUT  
 THE WRITTEN PERMISSION OF SEVEN DESIGN  
 SOLUTIONS, P.C.

PROJECT # :  
 DRAWN BY: XX  
 REVIEWED BY: D  
 REVISION:  
 ISSUE DATE: 03-15-23  
 SHEET: A1.0

**LEGEND**

- KEY NOTE
- SP PANEL
- EXISTING WALL
- WINDOW TAG  
SEE A300
- WALL TYPE TAG  
SEE 2/A100
- DOOR TAG  
SEE A400

NOTE:  
 SEE MANUFACTURER'S REQUIREMENTS FOR UTILITY CONNECTIONS, PANEL DETAILS,  
 MODULAR CONNECTIONS & ALL RELATED STRUCTURAL DETAILS



**1**  
 FLOOR PLAN  
 SCALE: 1/4" = 1'-0"

**WINDOW & DOOR SCHEDULE**

NUMBER	PRODUCT	CONFIGURATION	SIZE	MATERIAL	U-FACTOR	SOLAR HEAT GAIN (SHGC)	NOTES
1	WINDOW	SINGLE HUNG	3'-0" X 6'-0"	VINYL	0.400	0.25	
2	WINDOW	FIXED	3'-0" X 4'-0"	VINYL	0.400	0.25	
3	WINDOW	FIXED	3'-0" X 2'-0"	VINYL	0.400	0.25	
4	DOOR	ENTRY DOOR	3'-0" X 8'-0"	FIBERGLASS	0.400	0.25	
5	DOOR	TOILET DOOR	2'-8" X 8'-0"	BARN DOOR	0	0	BARN-STYLE SLIDER

## NIBLEY CITY DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is entered into by NIBLEY CITY (“**City**”) and R & W ENTERPRISES INC., a Utah corporation, together with PROJECT VALOR, a STATE 501(c)(3) non-profit organization (collectively, “**Developer**”), and is effective as of the date that it is executed by all parties, as shown by the signatures contained herein.

### RECITALS

- A. Developer owns or otherwise has the right to develop certain property located within the City and seeks to develop the same (“**Development**”), containing approximately 5.36 acres, which property is more particularly described as:

Parcel 03-7020-0018

BEG IN S LN OF 2600 S ST AT PT E 382.59 FT OF PT BR S 33 FT & E 1320 FT FROM NW COR NE/4 SEC 21 T 11N R 1E & TH S 2\*10'31" E 489.62 FT TH N89\*50'47" E 494.03 FT TH N 2\*30'24"W 488.41 FT TO S LN OF SD ST TH W 491.25 FT ALG SD ST TO BEG

LESS 0.17 AC TO NIBLEY CITY FOR ROAD IN BK 980 PG 194

- B. The Development is zoned under applicable City land use regulations as R-2 (“**Zoning**”) and currently has been developed as a legal non-conforming mobile home park.
- C. Developer desires to construct and/or install a single “Boxabl Casita” or similar pre-constructed dwelling unit structure (“**Casita**”) on a vacant storage area on the southeast corner of the Development, in order to house transitioning and/or homeless veterans.
- D. Developer has prepared preliminary and conceptual plans and documents for the Development, which plans show the proposed uses and other improvements for the Development (“**Development Plans**”), which Development Plans are attached and incorporated herein as Exhibit A.
- E. City has, determined that the approval of this Agreement with Developer, and the establishment thereby of specific requirements, elements, and aspects of the Development, some or all of which are not currently allowed under the Zoning, will result in benefits to the City and its residents that are not provided by the Zoning.
- F. The Parties therefore desire to enter into this Agreement in order to provide specific requirements, elements, conditions, and standards that will govern the Development.

### TERMS

1. **Compliance with Regulations.**

- a. The Development remains subject to all terms, conditions, and requirements of the Zoning and all other applicable federal, state, county, and City laws, ordinances,

codes, standards, and land use regulations applicable to the Development and to any building, improvement, landscaping, excavation, or other work required or related to the Development, including but not limited to payment of fees and compliance with design, construction, and building and fire code standards. This Agreement does not grant any land use approval or land use permit, and Developer agrees to apply for all such required approvals and permits prior to commencing any work or construction.

- b. To the extent that the terms, conditions, and requirements of this Agreement and the Development Plans expressly modify or are in direct conflict with the Zoning or another City-adopted ordinance, standard, or land use regulation applicable to the Development, this Agreement shall control and take precedence, but only to the extent of the express modification or direct conflict.
  - c. Nothing herein alters the non-conforming status of the Development. Any restoration, reconstruction, redevelopment, or other change in use of any part of the Development, including the Casita, must comply with the Zoning and Nibley City Code (“NCC”) 19.26.
2. **Construction of Casita.** Developer shall be entitled to construct, install, place, locate, and maintain the Casita in a manner substantially similar to and in substantial compliance with the Development Plans, attached hereto, and the terms, conditions, and requirements set forth below. The express terms of this Agreement shall control and take precedence in the event of a conflict between the Development Plans and this Agreement.
- a. **Units.** No more than one (1) Casita may be installed pursuant to this Agreement. No other dwelling units are permitted to be constructed within the Development pursuant to this Agreement. Any other or additional dwelling units proposed to be constructed shall comply with the Zoning and Nibley City Code (“NCC”) 19.26.
  - b. **Veteran Housing.** The Casita shall be occupied by no more than one family, as defined by NCC. At least one person within such family must be a United States military veteran. Developer shall be responsible for verifying veteran status and shall confirm and document veteran status to City upon City’s reasonable request.
  - c. **Setbacks and Regulations:** The Casita shall be setback at least ten feet (10’) from property lines and public or private streets (top back of curb), and setback at least eighteen feet (18’) from all other homes, buildings, and structures. The Casita shall be limited to the following dimensions: 19 feet in width X 38 feet in length and shall be compliant with Americans with Disabilities Act (ADA) guidelines. The Casita shall have a maximum building footprint of 722 square feet and maximum height of 12 feet above finished grade. The Casita shall be provided with at least one (1) off-street parking space.
  - d. **Permits:** The Casita shall require a building permit and certificate of occupancy prior to construction and occupancy, respectively, of the Casita.

- e. Water Efficiency Improvement Plan: The Developer shall be required to submit a plan to significantly reduce or eliminate loss of water for the private water lines which service the mobile home park prior to certificate of occupancy of the Casita. The Plan shall detail specific capital improvements to be made to the system, including a time frame for installation.
  - f. Profitability: The property owner of the parcel shall not receive any profit from the rental of the space for the Casita. Utilities and maintenance fee associated with the use may be assessed, but no net monetary profit may be obtained from the rental of land for the Casita.
  - g. Design Elements: Developer agrees to construct and develop the Casita and related improvements according to the design elements and specifications as set forth in the Development Plans and this Agreement. Developer acknowledges that City is not authorized, under state law, to regulate design elements of one to two family dwellings without the request and agreement of Developer. Developer hereby requests and agrees to the imposition of such design elements in recognition of and in exchange for the benefits granted to Developer herein.
3. **Reserved Legislative Powers.** The execution of this Agreement and the establishment of the vested rights shall not prevent the City, pursuant to the exercise of its legislative authority and power, to amend, enact, or repeal any provision of the Zoning or any other ordinance, specification, standard, or code, provided that no such legislative action shall reduce or eliminate the Developer's vested rights under this Agreement unless facts and circumstances are present and specifically found by the governing body of the City that meet the compelling, countervailing public interest exception to the vested rights doctrine under Utah law. Any such proposed legislative action affecting the vested rights shall be of general application to all development activity in the City.
4. **Recordation.** This Agreement, including the Development Plans, shall be recorded against title to all real property that is included the Development prior to any further land use application, permit, or approval being sought for the Development. Developer shall ensure that there are no holders of interest that are superior in title to this Agreement, and that all interests, including but not limited to liens, mortgages, deeds of trust, and other similar instruments, have been made subordinate to this Agreement. Developer shall provide such documentation as is necessary to establish the fact of the recordation and of the priority of this Agreement prior to receiving any further approval related to the Development.
5. **Assignment; Successors Bound.** This Agreement may be assigned and transferred by Developer. This Agreement shall run with the land and be binding on and inure to the benefit of the successors and assigns of Developer, such that any person who obtains any right, title, or interest to any portion of the Development shall be bound by the rights and obligations of this Agreement and shall be responsible for performance of Developer's obligations related to such portion in the same manner as Developer. All assignees, transferees, and successors in interest shall be bound by all terms of this Agreement applicable to Developer as though such party were named herein as Developer.



6. **Modifications to Development.**

- a. Developer shall develop, construct, improve, and maintain the Casita in a manner substantially similar to and in substantial compliance with the Development Plans and this Agreement, provided that Developer may adjust the final placement or location of the Casita and other improvements within and upon the Development as necessary and as approved by the City through the City building permit review and approval processes, so long as such adjustments do not materially change the overall design and intent of the Development and comply with this Agreement.
  - b. In the event of a dispute between Developer and the City as to whether a change is “material,” no change, modification, or adjustment shall be made without express, written City approval of such change, modification, or adjustment.
7. **Term.** The term of this Agreement shall commence as of the Agreement’s effective date and shall continue until it is terminated, rendering the Development subject to the general zoning regulations applicable to the affected property, as set forth herein:
- a. The Agreement may be terminated due to the uncured breach or default of one of the parties hereto, subject to the provisions set forth in Section 15.
  - b. The Agreement may be terminated by the mutual agreement of the parties.
  - c. The Agreement may be terminated by the City if Developer fails to submit a building permit for the Casita within twelve (12) months after the effective date of this Agreement, or fails to obtain a certificate of occupancy for the Casita within twenty-four (24) months after the effective date of this Agreement.
  - d. Developer may apply for an extension of the deadlines set forth in this Section from the governing body of the City, who may grant an extension, with such terms and conditions as the body finds expedient, upon a finding of good cause for the delay or extension.

8. **Default.**

- a. In the event of a breach or default of any term of this Agreement, the non-breaching party shall provide written notice to the breaching party. Such notice shall describe the alleged breach, the applicable provisions of this Agreement, and the actions necessary to remedy and cure the breach.
- b. Within 30 days after the date of such notice, the breaching party shall either:
  - i. cure the breach and notify the non-breaching party, in writing, of the actions taken to cure the breach; or
  - ii. notify the non-breaching party, in writing, why the breach cannot be cured within 30 days and establishing a reasonable time to cure such breach, with a description of the actions to be taken by the breaching party.



- c. In the event the breaching party does not cure the breach or default within the specified timeframes, the non-breaching party may declare this Agreement to be terminated and send written notice of such declaration to the breaching party.
9. **Severability.** Each provision of this Agreement shall be separate, several, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provisions shall not affect the enforceability of any other provision hereof.
10. **No Waiver.** Failure of a party to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise, at some future time, said right or any other right it may have hereunder, provided that this provision shall not operate to excuse Developer's non-compliance with the deadlines set forth in Section 14. No modification, waiver, or amendment to any right, term, condition, obligation, or provision of this Agreement shall be valid unless adopted through the process set forth in Section 13.
11. **Entire Agreement.**
  - a. This Agreement is the entire agreement between the Parties with respect to the Development and the special rights and obligations granted to and assumed by Developer related to the Development.
  - b. This Agreement shall supersede all prior agreements, conversations, understandings, contracts, and representations related to the Development or any term or provision of this Agreement. Neither party shall rely on or attempt to enforce any statement or representation, not contained herein, made by any person regarding the Development or Developer's rights and obligations thereto.
12. **Enforcement and Governing Law.** This Agreement may be enforced by any means available to the parties, subject to the notice and default provisions set forth in Section 15. This Agreement shall be governed by the laws of the State of Utah, and any court proceedings shall be brought in the First Judicial District Court of the State of Utah. Prior to initiating any such litigation, the parties shall first attempt to mediate or seek an advisory opinion regarding any dispute related to this Agreement through the Utah Property Rights Ombudsman's office or another qualified mediator that both parties agree upon. A party that prevails in any litigation following such mediation or opinion regarding this Agreement shall be entitled to recover their reasonable court costs and attorney fees related to the litigation.
13. **Third Parties.** This Agreement is intended for the sole benefit of the named parties thereto. No third party, except for permitted assignees, transferees, and successors-in-interest, shall have any right to enforce any of the terms or obligations herein contained.
14. **Representations.** The persons signing this Agreement on behalf of the parties represent and warrant that they have the authority and authorization to execute the Agreement on behalf of the respective party such that the party will be bound by all rights, obligations, terms, and conditions herein, and that all steps, requirements, and processes necessary for a party to approve and execute the Agreement have each been completed.



For Nibley City:  
By: \_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

Attested by:  
\_\_\_\_\_  
City Recorder

For Developer: R & W ENTERPRISES INC  
By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF UTAH )  
                  : ss  
County of \_\_\_\_\_)

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, \_\_\_\_\_, the \_\_\_\_\_ of Developer, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

For Developer: PROJECT VALOR  
By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF UTAH )  
                  : ss  
County of \_\_\_\_\_)

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, \_\_\_\_\_, the \_\_\_\_\_ of Developer, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

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03-020-0028  
CORP PRESIDING  
BISHOP LDS

03-020-0003  
DWA  
FAMILY LLC

S 110 W

03-020-0018  
R & W  
ENTERPRISES INC

W 2650 S

M 09 S

03-004-0026  
NIBLEY CITY

03-020-0027  
ROBERT & MIRIAM  
A SAGERS

03-020-0016  
ANTHONY I &  
ANGELIKA B GARDNER

03-029-0099  
UTAH DEPT OF  
TRANSPORTATION

3 MAIN ST

03-165-0004  
BENJAMIN

03-165-0001  
MARIA ELENA

PROPOSED  
SITE



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# OPEN HOUSE

## BOXABL Casita - ADUs

 571 West 500 South  
Providence, Utah

You are Invited to attend an open house of Utah's Newest (and Best!) Accessory Dwelling Unit Option.

- BOXABL is here ! This is it, come and see this amazing option.
- Contact KAS Construction to Schedule a private showing.  
Michael Fortune: (435) 512 - 1506
- Private Showings available for Government Officials, Real Estate Agents & Brokers, Investors, and Private Individuals.

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# HOMELESS VETERAN RECOVERY PROGRAM

Solving the Homeless Veteran Crisis in Utah by December 25, 2024



“There are thousands of homeless men, women and children living out on the street every night... 33, 129 are US Veterans. Men & Women who joined our military, served to protect our country and were willing to make the ultimate sacrifice, if called upon. For one reason or another they find themselves without a home, lost, many without hope... I think they deserve better. I think they deserve our help. I think they deserve a chance to get back up, to stand tall and proud again. I think we owe them that much...” *Michael Fortune, Founder Homeless Veteran Recovery Program*



**WE ARE ASKING FOR YOUR HELP TO SOLVE THIS PROBLEM, TO ELIMINATE VETERAN HOMELESSNESS IN UTAH**

The following slides present a detailed summary of our plan. Our “Pilot Program” describes how we identify them, assist them, house them, and give them hope once again.

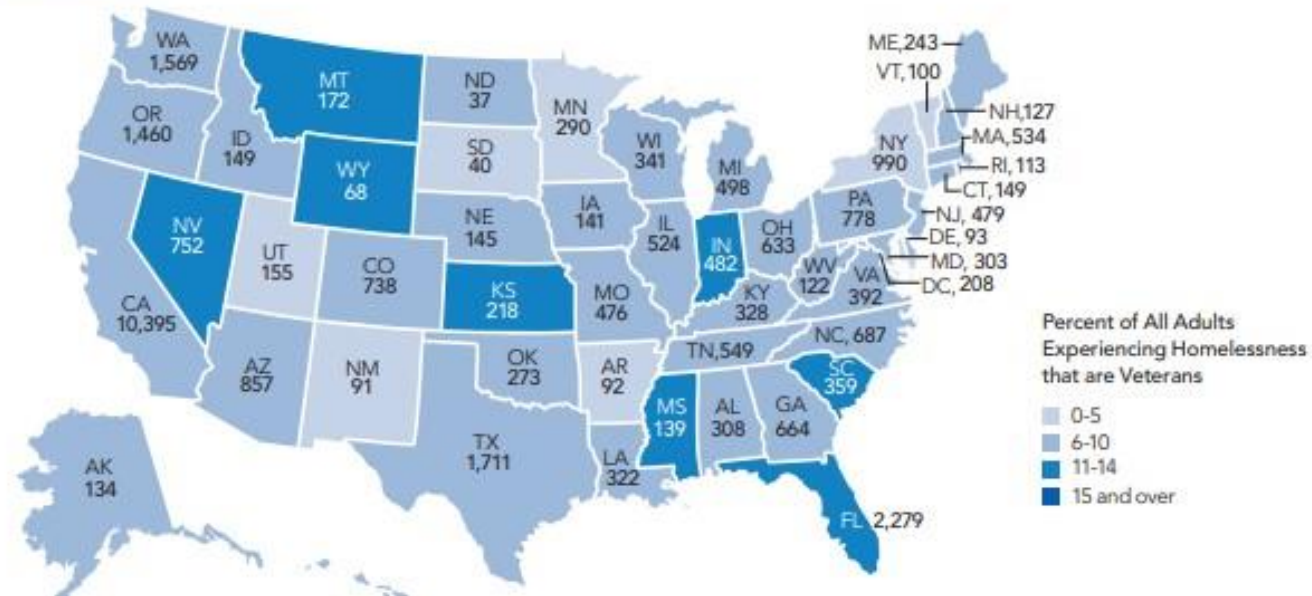
# HOMELESS VETERAN RECOVERY PROGRAM

Solving the Homeless Veteran Crisis in Utah by December 25, 2024

*(Statistical Information Provided Based upon the U.S. Department of Housing and Urban Development)  
The 2022 Annual Homelessness Assessment Report (AHAR)  
Section Five – Veterans Experiencing Homelessness*

*“On a Single Night in 2022 ~ 33,129 Veterans were Experiencing Homelessness.”*

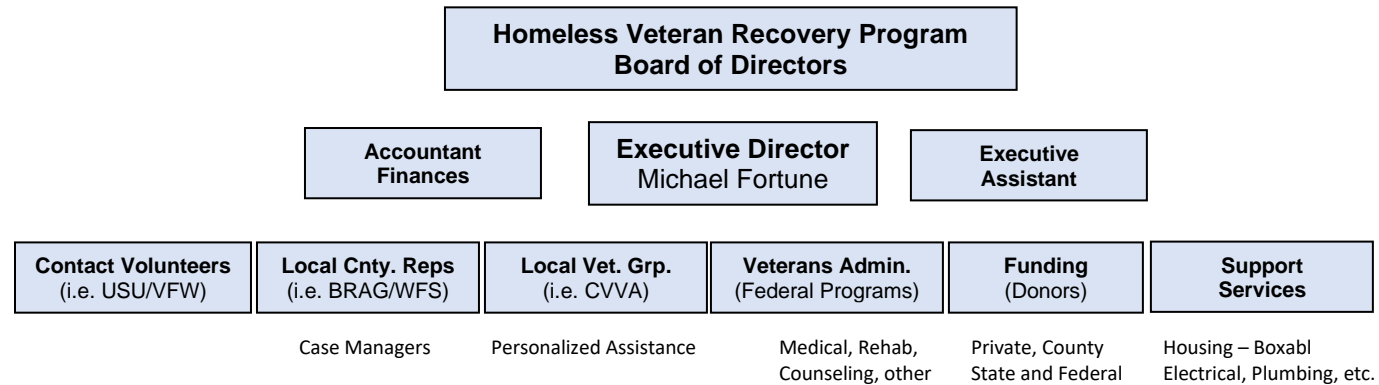
**EXHIBIT 5.5: Estimates of Veterans Experiencing Homelessness**  
By State, 2022



# HOMELESS VETERAN RECOVERY PROGRAM

Solving the Homeless Veteran Crisis in Utah by December 25, 2024

**(Once we have secured the necessary funding to purchase our two units and cover the operational costs, we will accelerate our Pilot Program)**



## 1. Complete the Organizational and Volunteer Team Setups Within the State of Utah

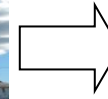
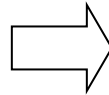
This process will utilize volunteers from the state-wide resources of Utah State University (USU) Extensions (28 locations) and the Veterans from War (VFW) Posts located throughout the State (6 Districts, 23 Posts). These volunteers will work closely with local county officials who are involved in assisting Utahans with various local, county, state and federal programs (i.e. Bear River Association of Governments (BRAG) that serves Cache, Box Elder and Rich counties in Northern Utah), as well as representatives with the Veteran Affairs Administration (VA) and local veteran's assistance organizations (i.e. Cache Valley Veterans Association (CVVA) that provides a variety of personalized services to Veterans).

# HOMELESS VETERAN RECOVERY PROGRAM

Solving the Homeless Veteran Crisis in Utah by December 25, 2024

## 2. Contact All Homeless Veterans – “Identify, Recover, Interview and Assist”

This process will be performed by the volunteers (identified in item #1) and will be organized in teams of two. Their main objectives will be to utilize local resources (police, sheriffs, county agencies, etc.) to search, locate and make contact with homeless veterans within their counties \*. Volunteers will obtain the veteran’s name and service information, identify needs, present a brief description of the “Homeless Veteran Recovery Program” and offer the veteran an opportunity to participate in the housing and recovery program. **(Additionally, offer immediate assistance to get them off the streets and into a hotel while their needs are being assessed).** Note: Volunteers will provide daily updates and resource needs to program management (electronically).



Find our Homeless Vets

Get Them Off the Street/Hotel  
(use Utah’s hotel Voucher program)

Interview  
(determine immediate needs – Report)

*\* These actions are based upon and follow the successful programs implemented within over (20) cities in the United States who set out to end (100%) of the homeless veteran problem within their cities. These case studies were included in the 2022 Annual Homelessness Assessment Report (AHAR). Steps: Identify, Recover, Interview and Assist.*

# HOMELESS VETERAN RECOVERY PROGRAM

Solving the Homeless Veteran Crisis in Utah by December 25, 2024

### 3. Identify the "Specific Critical Needs" of Veterans Found for Immediate Priority Action

The volunteer teams will report daily by filing electronically and describe their actions taken, individuals found (specifically homeless veterans) and information regarding other homeless non-veteran individuals found (this information will be passed onto the local homeless representatives). Once a homeless veteran has been located and helped off the street, the volunteer(s) will conduct a detailed interview (as best as possible) to determine the needs (medical, counseling, housing, VA processing assistance, etc.) of the individual(s) and determine if they are willing to participate in the "Homeless Veteran Recovery Program (HVRP)". The volunteers will report this information immediately to allow the process to begin and a local case manager to be assigned (verification of military service, background check, VA status, assignment of case worker(s), medical appointments, etc.). Note: For veterans who choose not to participate within the (HVRP) program, we will continue to reach out, stay in contact and look for an opportunity to assist them in the future.

### 4. Report the "Critical Needs Identified and Resources Required"

The volunteer team members will support the assigned local case manager in providing a detailed report to the (HVRP) Executive Director that presents the background information for the veteran, a brief history of their current situation and a detailed description of the specific needs of the veteran (medical, counseling, housing, VA processing assistance, family information, etc.) and what resources are being requested by the case manager to assist the veteran. The (HVRP) Executive Director will discuss and review the individual veteran's status, needs assessment and resource requests with local officials to determine the most effective way to meet those needs and determine a timeline schedule for providing the necessary resources that fall within their jurisdiction. Additionally, monthly, a detailed summary report will be provided to the appropriate local, county and state officials.



# HOMELESS VETERAN RECOVERY PROGRAM

Solving the Homeless Veteran Crisis in Utah by December 25, 2024

## 5. Implement the "Critical Action Items Identified and Approved"

Following the review, discussion, and approval of resources, the (HVRP) Executive Team in cooperation with the local case manager will oversee the acquisition and delivery of the resources approved (priority is given to those with critical needs (i.e. homeless veteran families (spouse and children), veterans with serious medical and/or mental health needs, etc).

- The contact volunteers will continue to maintain contact with the veteran and provide encouragement.
- The local Case Manager will manage the approved action items and assist the veteran.
- The local Veteran's Group(s) will assist the veteran as needed with VA programs and personalized needs.
- The local Veterans Administration will assist with VA benefits, medical, counseling, training, financial, etc.
- The (HVRP) Executive Team Support Services will assist the veteran with housing, utilities, and housing maintenance.



## Casita

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**Full-Size Kitchen**  
Large Fridge • Double Sink  
With a View  
Oven • Dishwasher •  
Microwave Shaker Cabinetry

**Bathroom**  
Deep shower/tub • Vessel sink  
Large counter • Backlit Mirror  
Sliding Glass Barn Door

**Living**  
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**Ultra-Low Utility Bills**  
Boxabl's insulation technology  
and included LED lighting  
saves you money every day

# HOMELESS VETERAN RECOVERY PROGRAM

Solving the Homeless Veteran Crisis in Utah by December 25, 2024

## **Prioritize and Complete the "Non-Critical Action Items"**

6. There will be two levels of assistance (critical and non-critical) that will be considered for each homeless veteran found. Veterans who require critical action items will be given top priority. Other non-critical action items (recommended and approved) will be provided as quickly as possible once temporary housing (hotel stay) is provided (i.e. clothing, grooming (haircut), transportation assistance for job interviews, etc.).

7. **Continue to Search, Find and Assist Utah's Homeless Veterans**

The Volunteer Teams will continue throughout the year to search for homeless veterans within their assigned areas. The initial search will target homeless veterans that have been identified from the "2023 Point in Time" count. Any additional homeless veterans found will be identified and invited to participate in the program.

8. **Provide an Annual Summary Report (Start-Up and First Year Details)**

At the conclusion of the start-up period and the first (12) twelve months of operations, the executive team will prepare the first annual report and submit it to the various supporting organizations (local, city, county, state, and private partners/donors).

## **Additional Key Factors to Monitor:**

- **Veterans in Utah are at higher risk of suicide, Veteran suicides on the RISE.**

(KSL News Radio (by Nick Wyatt) Sept 13, 2021 Article)

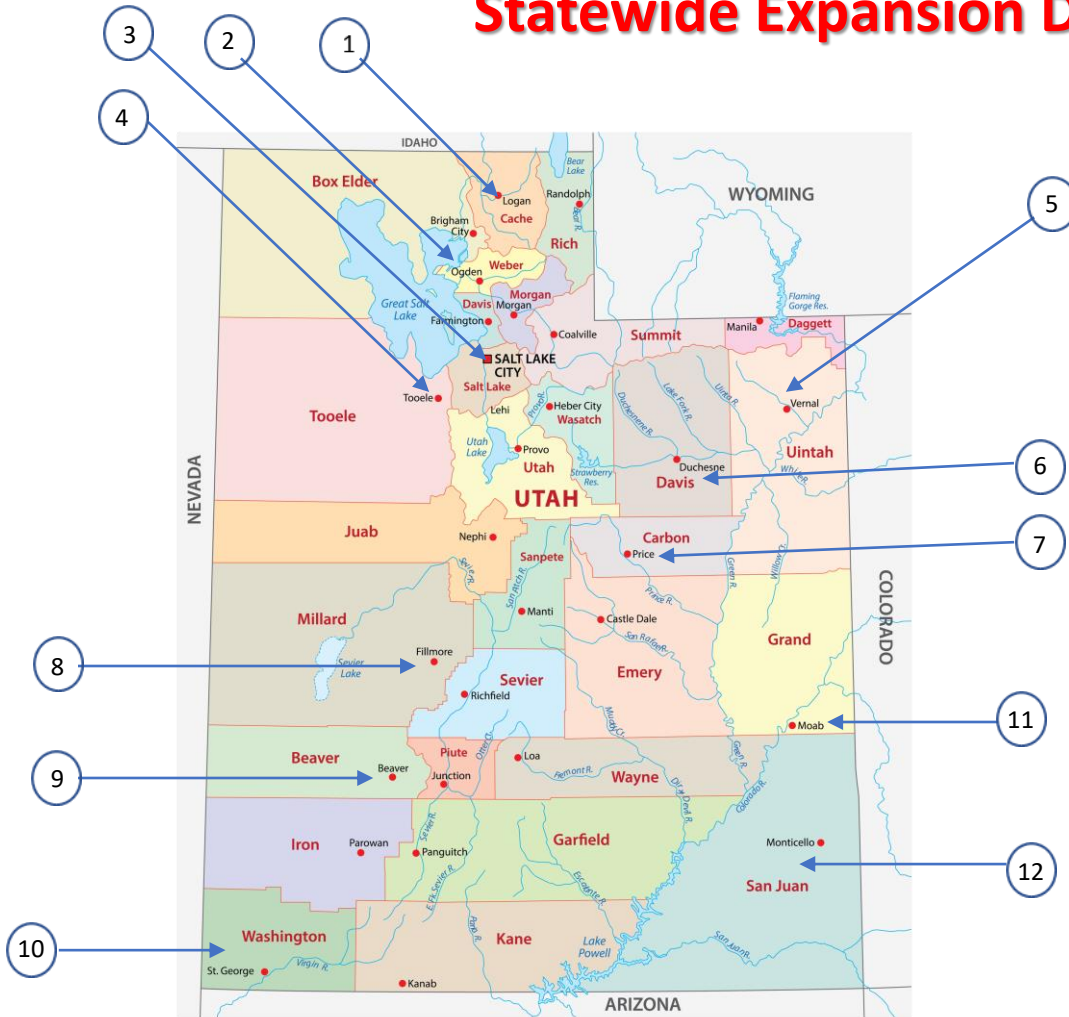
- **Are we under reporting veteran suicides?**

(Deseret News (by Holly Richardson) Sept 28, 2022 Article)

# HOMELESS VETERAN RECOVERY PROGRAM

Solving the Homeless Veteran Crisis in Utah by December 25, 2024

## Statewide Expansion During The “Pilot Program” In Utah



- The Pilot Program will begin in Cache County, fine tune the methods and expand across the State.
- We will increase our volunteer groups and our local support / service providers as we expand.
- We will utilize local resources available in each county as we expand across the state.
- We will seek continuously to obtain local, county and state funding to support the program.
- We will continuously review and modify our methods based upon proven successes in the field.
- We anticipate placing approximately 20 to 25 Boxabl housing units throughout the state.
- We will provide pre-built pitched roofs and porch sections that can be delivered and installed.
- We will inspect and maintain the Boxabl housing units, servicing them as needed.

**Thank You For Your Cooperation & Support...**

**Let Us Make A Difference And Change People’s Lives !**

If you have any questions, would like more information or wish to make a contribution, Please contact Michael Fortune (435) 512-1506 ~ [michaelfortune@gmail.com](mailto:michaelfortune@gmail.com)



**Agenda Item #10**

<b>Description</b>	<b>Discussion:</b> Next steps in RFP process for Indoor Recreation Feasibility Study
<b>Presenter</b>	Justin Maughan, City Manager
<b>Planning Commission Recommendation</b>	
<b>Staff Recommendation</b>	
<b>Reviewed By</b>	Mayor, City Manager

**Background:**

Mayor and Staff were invited to a meeting on Tuesday 2/20/2024. Based on the discussion at that meeting, staff is looking for direction from the Council on how to move forward with the proposals that have been submitted in response to the RFP for Indoor Recreation Feasibility Study.

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## Agenda Item #11

<b>Description</b>	<b>Discussion &amp; Consideration:</b> Ordinance 24-01—Amending NCC 3.02.040, 17.06.050, 19.20, 19.22 and 19.24; Removing Owner Occupation Requirements for Accessory Dwelling Units and Two-Family Housing, Amending Impact Fee Provisions, Height Requirements and Other Provisions for Accessory Dwelling Units and Setback Requirements for Accessory Buildings (Second Reading)
<b>Presenter</b>	Levi Roberts, Planner
<b>Planning Commission Recommendation</b>	Approval of Ordinance 24-01—Amending NCC 3.02.040, 17.06.050, 19.20, 19.22 and 19.24; Removing Owner Occupation Requirements for Accessory Dwelling Units and Two-Family Housing, Amending Impact Fee Provisions, Height Requirements and Other Provisions for Accessory Dwelling Units and Setback Requirements for Accessory Buildings with the amendment of striking 19.24.50(c)(9), regarding separate meters and hookups.
<b>Staff Recommendation</b>	Approval of Ordinance 24-01—Amending NCC 3.02.040, 17.06.050, 19.20, 19.22 and 19.24; Removing Owner Occupation Requirements for Accessory Dwelling Units and Two-Family Housing, Amending Impact Fee Provisions, Height Requirements and Other Provisions for Accessory Dwelling Units and Setback Requirements for Accessory Buildings with the findings noted below.
<b>Reviewed By</b>	Mayor, City Manager, City Planner, City Attorney, Planning Commission

### Background

During a December 21 workshop, the Planning Commission discussed potential amendments to the ADU ordinance that may encourage increased provision of ADUs. Strategy 1 of the Nibley City Moderate Income Housing Plan is to ‘Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones.’ Specific Action items for this strategy include the following:

- *Track number of ADUs that are built (ongoing)*

- *Research barriers to building ADUs (Late 2023)*
- *Consider amendments to ADU ordinance based upon research findings (Early 2024)*

In December 2020, Nibley City adopted an Accessory Dwelling Unit Ordinance, which allows external ADUs throughout Nibley City. Internal or attached ADUs are also permitted, but considered ‘two-family housing’ and regulated as such. Since the adoption of this ordinance, there have been five (5) permitted external ADUs and nine (9) internal or attached ADUs. The adopted ordinance has been reviewed and adjusted over time. Restrictions within the ordinance and other factors remain potential barriers to building ADUs.

Specific restrictions within the ordinance that the Planning Commission discussed which may limit the provision of new ADUs include the following:

- (D)(2) Owner Occupation. The property shall be owner occupied except for bona fide temporary absences.
- (D)(5) Parking: Off-street parking for two vehicles, shall be provided for use by the tenants of the accessory dwelling unit. This parking shall be provided in addition to the required parking for the primary dwelling unit and shall not obstruct access to the parking of the primary dwelling unit and shall be located behind the front plane of the primary dwelling. Parking surfaces shall be constructed of a hard surface, such as concrete or asphalt, or gravel.
- (D)(6) One Accessory Dwelling Unit: Only one accessory dwelling unit shall be allowed for each single-family dwelling. Accessory dwelling units are not allowed on lots that contain a two-family dwelling.
- (D)(9) Installation of separate water and sewer meters for accessory dwelling units shall be prohibited.
- (D)(11) Impact Fees: Accessory dwelling units shall be subject to impact fees as set forth in the latest associated Impact Fee Ordinance adjustment.
  - a. Owners may petition the City for a rebate of impact fees for accessory dwelling units which provide rent that is considered affordable, as described below. The maximum rebate amount shall be set at 33 1/3% annually of the total collected impact fee for a period of three (3) years. City Staff shall determine if documentation of rent collected is acceptable. If documentation is not provided within 30 days of each anniversary of the issuance of the certificate of occupancy, the rebate shall be forfeited for that year. The rebate shall be non-transferrable.
    - 1) The unit’s rent is considered affordable to a household of four (4) earning 50% of the area median income of the Logan, UT-ID Metropolitan Statistical Area (MSA), according to income limits set

by the US Department of Housing and Urban Development (HUD) for a period of three (3) years.

The rent limit shall be set using the following calculation: HUD annual 4-person 50% AMI Income Limit \* 0.3 (30 %) – \$150 (for utility expenses)

- (E)(1) Accessory dwelling units shall have the following requirements:
  - a. Shall have the minimum floor area of 300 sq. ft. and a maximum floor area of 1,200 sq. ft.
  - b. Detached accessory dwelling units shall follow the sizing and setback requirements for other accessory buildings as listed in NCC 19.24. For new one-story detached accessory dwelling unit structures, a minimum rear and side setback of 10 feet is required. For new two-story detached accessory dwelling unit structures, a minimum rear yard setback of 20 feet and side yard setback of 10 feet is required.
  - c. Detached accessory dwelling units shall not be permitted on lots smaller than 12,000 sq. ft.
  - d. The total square footage of all detached accessory dwelling units shall not occupy more than twenty five percent (25%) of the rear yard.
  - e. Detached accessory dwelling units shall be limited to two stories and shall not exceed the height of the primary single-family dwelling.

Each of the provisions noted above were enacted to abate potential impacts of an ADU. However, requirements that are overly restrictive create barriers to increasing the supply of affordable housing within the City. Based upon feedback obtained from the Planning Commission, which considered the potential barriers that the regulations cause, the following adjustments are recommended.

1. Remove owner occupation requirement. The purpose of this provision is to ensure onsite management. However, there currently is no requirement for owner occupation in other housing within the City. Removing this provision will allow for landlords who currently own a single-family home to build an ADU on investment properties, thus potentially increasing the supply of affordable rental housing. For consistency, this requirement is also recommended to be lifted for two family housing.
2. Lift the regulation on ADUs being limited to be no taller than the primary dwelling. This has proved to be a limiting factor for landowners wishing to build an ADU above a detached garage or those wishing to build a two-story ADU when the primary dwelling is a single story home. Instead, the proposed ordinance limits ADUs to 30' in height.
3. Lower the required impact fee to 50% of the rate of a multi-family dwelling. The justification for lowering this rate comes from the fact that the square footage of ADUs is restricted to lower than 1,200 square feet and are expected to house

fewer occupants than other housing units. In addition, they are not allowed to install separate water or sewer meters. This would lower the overall cost of ADUs, potentially making them more affordable to low and moderate income households.

In addition to those provisions noted above, the proposed ordinance includes the following:

- Clarification that garage, shop or other space outside of living area is not counted toward floor area limitation.
- Change front setback regulation for accessory buildings to clarify that they cannot be built within front setback area, but do not necessarily need to be located behind the principal building.
- Clarify the nomenclature of permits to zoning clearance permit (rather than accessory building permit) and building permit to appropriately differentiate each permit.

### **Recommended Findings**

1. The proposed ordinance is in support of Strategy 1 of the Nibley City Moderate Income Housing Plan is to 'Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones.'
2. Removing the owner occupation requirement for lots with accessory dwelling units or two-family housing has the potential of increasing the supply of affordable rental units within the City in support of the City's moderate income housing plan.
3. A height requirement of 30' for accessory dwelling units will provide for options to construct a wider variety of designs for accessory dwelling units, while still ensuring that new construction is not overly intrusive on the surrounding neighborhood.
4. Because the square footage of accessory dwelling units is limited, it is anticipated that the impact of such units may be lower than other housing units.
5. Removing the requirement that an accessory building must be behind the primary building allows for more efficient use of properties with varying lay-outs such as large setbacks, while ensuring that consistency of front setbacks of the primary building remain.

## ORDINANCE 24-01

### **AMENDING NCC 3.02.040, 17.06.050, 19.20, 19.22 AND 19.24; REMOVING OWNER OCCUPATION REQUIREMENTS FOR ACCESSORY DWELLING UNITS AND TWO-FAMILY HOUSING, AMENDING IMPACT FEE PROVISIONS, HEIGHT REQUIREMENTS AND OTHER PROVISIONS FOR ACCESSORY DWELLING UNITS AND SETBACK REQUIREMENTS FOR ACCESSORY BUILDINGS**

WHEREAS, Nibley City regulates land use within Nibley City boundaries; and

WHEREAS, Strategy 1 of the Nibley City Moderate Income Housing Plan is to ‘Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones.’; and

WHEREAS, Removing the owner occupation requirement for lots with accessory dwelling units or two-family housing has the potential of increasing the supply of affordable rental units within the City in support of the City’s moderate income housing plan; and

WHEREAS, A height requirement of 30’ for accessory dwelling units will provide for options to construct a wider variety of designs for accessory dwelling units, while still ensuring that new construction is not overly intrusive on the surrounding neighborhood; and

WHEREAS, by limiting the the square footage of accessory dwelling units, it is anticipated that the impact of such units may be lower than other housing units.

WHEREAS, Removing the requirement that an accessory building must be behind the primary building allows for more efficient use of properties with varying lay-outs such as large setbacks, while ensuring that consistency of front setbacks of the primary building remain.

NOW, THEREFORE, BE IT ORDAINED BY THE NIBLEY CITY COUNCIL OF NIBLEY, UTAH THAT:

1. The proposed amendments to NCC 3.02.040, 17.06.050, 19.20.020, 19.22.010 and 19.24.060 and 19.24.250 be adopted.
2. All ordinances, resolutions, and policies of the City, or parts thereof, inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving any law, order, resolution, or ordinance, or part thereof.
3. Should any provision, clause, or paragraph of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Nibley City Municipal Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications, and to this end the parts, sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.
4. This ordinance shall become effective upon posting as required by law.

PASSED BY THE NIBLEY CITY COUNCIL THIS 1st DAY OF February, 2024.

\_\_\_\_\_  
Larry Jacobsen, Mayor

ATTEST: \_\_\_\_\_  
Cheryl Bodily, City Recorder



### **3.02.040 Powers And Duties**

In accordance with provisions of the Utah land use development and management act, Utah Code § 10-9a-302, the following are the powers and duties of the Nibley City planning commission:

- A. The planning commission shall be the land use authority that:
  1. Recommends a general plan and amendments to the city council;
  2. Recommends to the city council, zoning ordinances and maps, and amendments to zoning ordinances and maps;
  3. Administers provisions of the zoning ordinance;
  4. Recommends subdivision regulations and amendments thereto to the city council;
  5. Recommends approval or denial of subdivision applications to the city council;
  6. Assists with the creation of an appeal authority for the city of Nibley;
  7. Conducts such public hearings as are required by law or as deemed necessary;
  8. Hears and decides any matters that the city council designates, including the approval or denial of conditional use permits and review of nonconforming uses and structures; and
  9. Advises on matters as the city council directs and hears, or decides any matters as authorized by state law.
- B. The planning commission may designate by resolution, that Nibley City staff be the land use authority on the following land use applications:
  1. Conditional use permits for home occupations;
  2. Accessory building zoning clearance permits; and
  3. All other routine land use requests. Should staff or any other land use authority so designated determine that an issue needs review and approval of the planning commission, they may refer the matter back to the commission for further investigation prior to approval or denial.
- C. The planning commission shall also protect the right of each:
  1. Applicant and third party to require formal consideration of any application by a land use authority;
  2. Applicant, adversely affected party, or municipal officer or employee to appeal a land use authority's decision to a separate appeal authority; and
  3. Participant to be heard in each public hearing on a contested application.

### **17.06.050 Impact Fee Imposed**

- Impact fees are hereby imposed as a condition of and unless otherwise provided and approved by the City Council, shall be paid prior to the issuance of a building permit by Nibley City for any development activity which creates additional demand and need for public facilities or makes demands on the roadways, streets, park, culinary water and sanitary sewers in Nibley City's system. The fees imposed are as follows:

### 1. Facilities Impact Fee

Parks Impact Fee	\$9,003.00 per single-family unit' \$6,613.00 per multi-family unit
Sanitary Sewer Impact Fee	\$1,425.00 (1-inch meter) \$1,189.00 (multi-family unit per door) \$4,629.00 (2-inch meter) \$8,685.00 (3-inch meter) \$12,478.00 (4-inch meter) (Based on the size of the culinary water meter).
Culinary Water Impact Fee	\$3,363.00 (1-inch meter) \$2,757.00 (multi-family unit per door) \$10,733.00 (2-inch meter) \$20,137.00 (3-inch meter) \$33,658.004 (4-inch meter) (Based on the size of the culinary water meter).

### 2. Transportation Impact Fee

	ASSESSMENT	ITE CODE	TRIPS GENERATED	ADJUSTMENT FACTOR	ADJ.
Residential Single-Family	Per Unit	210	9.44	-	
Residential Multi-Family	Per Unit	220	7.32	-	
Mobile Home	Per Unit	240	5.00	-	
Shopping Center	Per 1,000 sf	820	37.75	34%	
Office	Per 1,000 sf	712	16.19	-	
Light Industrial	Per 1,000 sf	110	4.96	-	

Warehouse	Per 1,000 sf	150	1.74	-	
Institutional	Per 1,000 sf	Average*	15.18	-	
Hotel	Per 1,000 sf	310	8.36	-	
Food/Fast Food**	Per 1,000 sf	Average*	299.43	60%	
Gas Station/Conv	Per 1,000 sf	945	1,440.02	66%	

\*Institutional trip statistics based on an average of ITE Categories 520, 522, and 530.

\*\*Food/Fast Food based on an average of ITE Categories 930, 932, and 934.

**B. Impact Fees for Other Forms of Development.** Other forms of development not readily related to those of the above chart shall be subject to an impact fee calculated by the City Manager using the formulas in the Analysis and the trip generation data from the same source as used in the Analysis.

**19.22.010 Space Requirements Chart**

		A	R-E	R-1	R-1A	R-2	R-2A	C	C-N	I
<b>A.</b>	Minimum lot area	5 acres	2 acres	1 acre	3/4 acre	1/2 acre	12,000 sq. ft. (10) See note 9	--	1/4 acre	--
	Minimum lot width <sup>1</sup>	200	200	200	150	100	100	--	100	--
<b>B.</b>	<b>Setback principal building</b>									
	Front yard	30(35) <sup>3</sup>	30(35) <sup>3</sup>	30(35) <sup>3</sup>	30(35) <sup>3</sup>	30(35) <sup>3</sup>	30(35) <sup>3</sup>	20	20	50
	Side yard, interior	15 <sup>3</sup>	15	10	10	10	10	0(10) <sup>3</sup> (30) <sup>11</sup>	10(20*) <sup>11</sup>	0(50) <sup>4</sup>
	Side yard, street	25(35) <sup>3</sup>	25(35) <sup>3</sup>	25(35) <sup>3</sup>	25(35) <sup>3</sup>	25(35) <sup>3</sup>	25(35) <sup>3</sup>	20	20	25(35) <sup>3</sup>



	to setback line									
	Rear yard	7(8)8	7(8)8	7(8)8	7(8)8	7(8)8	7(8)8	7(8)8	7(8)8	7(8)8
	Side yard	7(8)8	7(8)8	7(8)8	7(8)8	7(8)8	7(8)8	7(8)8	7(8)8	7(8)8
	Corner lots	See NCC 19.24.090(B)								

Notes:

1. Minimum lot width is measured at setback line..
2. All measurements are in feet unless otherwise specified.
3. Greater distance required where yard faces arterial road.
4. Greater distance required where property line is adjacent to residential zone or residential dwelling unit.
5. Lesser distance allowed where accessory building is at least 10 feet behind the rear of main building and not less than 10 feet from any dwelling unit on adjacent property.
6. Greater distance required where rear yard faces side yard of adjacent property.
7. Principal use is defined as a dwelling unit in R-E, R-1 and R-2.
8. 8 foot height allowed for a transparent fence, e.g., chainlink, as defined in NCC 19.24.090.
9. The average lot size for the entire subdivision phase and portion thereof shall average at least fourteen thousand (14,000) sq. ft.
10. Greater maximum height allowed if building is at a minimum of 300' from a residential zone.
11. When abutting a residential zone or existing residential dwelling unit, minimum setback is 30 feet for commercial zones and 20 feet for neighborhood commercial zones. The minimum setback shall be increased one additional foot for every additional one foot in height of the building in a commercial zone.
12. Limited to two stories
13. Accessory buildings greater than 15 feet in height shall have 10 feet minimum side yard, interior or rear yard setback.
14. Greater distance required when accessory dwelling unit is two (2) stories.
15. Greater height allowed for lots which have a legal acreage of 0.75 acre or greater.

**19.24.060 Accessory Buildings**

16. Definitions: For the purpose of this section, the following will be used as definitions:
  1. ACCESSORY BUILDINGS: An "accessory building" for both residential and nonresidential development is defined as a building that:
    1. Is detached from the principal building, and
    2. Is clearly a supplementary use to the principal building, and

3. Is not intended for human habitation.

Examples include storage buildings, residential greenhouses, detached garages, etc. Attached accessory buildings must comply with all setbacks and zoning regulations of the principal structure.

2. ACCESSORY STRUCTURES: A structure that does not provide shelter from the elements. Examples include swimming pools and pool screening and decking, barbecue pits, decks, etc. Not included in this definition and not regulated by this section are driveways, fences, walls, birdbaths, decorative ponds, and at grade patios.
  3. DETACHED GARAGE/CARPORT/STRUCTURE: Any garage or structure that is not attached as defined in 19.04.010 shall be considered detached and an accessory building and shall be subject to the provisions of this section:
17. General Requirements:
1. A zoning clearance permit and a building permit is required for accessory buildings greater than one hundred twenty (120) square feet in industrial, commercial or neighborhood commercial zone; or two hundred (200) square feet in a residential zone. A permit may be required for accessory buildings under the size stated above if improvements of the structure require further review from Nibley City Building Inspector as stated in the adopted building code. Accessory building in excess of 15' in height must obtain a building permit.
  2. All accessory buildings, regardless of size, shall comply with all the setback requirements found in NCC 19.22.010. Setbacks shall be measured from the roof footprint or outermost section of the building, including any roof overhangs, porches or other features of the building. In no case shall any portion of the building be located within 1 ft of an adjacent lot.
  3. The total square footage of all accessory buildings shall not occupy more than twenty five percent (25%) of the rear yard.
  4. Accessory buildings must be anchored to a concrete slab, or other methods approved by the building inspector.
  5. Accessory buildings shall not be built within the minimum front yard setback area of the principal building.
  6. No accessory building or use shall be constructed or developed on a lot prior to construction of the principal building.
18. Size Restrictions: In order to preserve the residential character, the following shall serve as size restrictions on accessory buildings located in residential zones in Nibley City. Height restrictions are governed by NCC 19.22.

Lot Size	Maximum Square Footage
0 - 14,000 square feet	1,000
0.33 - 0.49 acre	1,200
0.5 - 0.74 acre	1,500
0.75 - 0.99 acre	3,000
1.0 - 1.99 acre	5,000
2.0 acres and above	No Limit

19. Use Regulations: The following uses are prohibited in accessory buildings:

1. Living space, except for permitted Accessory Dwelling Units governed by Section 19.24.250.
2. Hazardous chemical storage.

20. Supplemental Regulations:

1. Carports: Detached or attached carports shall be located in either the side or rear yard. An attached carport is considered part of the building it is attached to and must comply with all setbacks and other zoning regulations applicable to the property that apply to the building the carport is attached to. Detached carports must comply with all setbacks and other zoning regulations for accessory buildings of the zoning district of the property. Accessory Structures: All accessory structures (i.e., structures that do not offer shelter from the weather such as barbecue pits, decks, swimming pools, residential doghouses, etc.) are required to comply with the location criteria and setback regulations as identified for accessory buildings.
2. Prohibited Accessory Buildings And Structures: The following accessory buildings and structures are prohibited in all zones:
  1. Tents (when used longer than a 2 week period unless approved by the planning commission).
  2. Trailers and mobile homes (when used as an accessory building).
3. Nonconforming Uses: All other accessory buildings and structures not in compliance at the time of the adoption hereof are hereby vested or

grandfathered and notwithstanding the nonconforming chapter of this title may be allowed to continue to exist.

### **19.24.250 Accessory Dwelling Unit Standards**

#### A. Purpose

1. This chapter establishes approval criteria and outlines processing procedures for accessory dwelling units.
2. The purpose of this chapter is to provide opportunities to develop affordable moderate-income housing by allowing accessory dwelling units in zoning districts specified in this title, to establish the conditions under which accessory dwelling units are regulated under this chapter, and to set forth criteria and standards to be required of accessory dwelling units when this chapter is applicable.

#### B. Accessory Dwelling Unit Approval Required

1. All Accessory Dwelling Units shall comply with the standards and provisions of this title. Accessory dwelling units that existed prior to the adoption of this ordinance, that have not received formal approval, shall be considered illegal until approved in compliance with these provisions, and the City may deny any land use or building approval requested by an owner of property that has an illegal accessory dwelling unit.

#### C. Application

1. Persons shall make application for an accessory dwelling unit on forms prepared by Nibley City. No accessory dwelling unit application shall be processed without the submission of the application, all supporting materials as required by this chapter, and the processing fee. Incomplete applications shall not be processed under any circumstances.
2. Supporting Materials. The accessory dwelling unit application shall be submitted with the materials listed herein.
  - a. Floor Plan: A floor plan of the accessory dwelling unit shall be provided.
  - b. Parking Plans: A parking plan shall be submitted showing the location of dedicated off-street parking for the accessory dwelling unit and the primary residence.
  - c. Fire Extinguisher(s): Evidence of a fire extinguisher in the accessory dwelling unit shall be provided.
  - d. Fee: The processing fee as required by the consolidated fee schedule as approved by the City council shall be paid in full.
3. A building permit is required for all new or remodeled accessory dwelling units.
4. A certificate of occupancy is required prior to occupancy of any accessory dwelling unit to ensure compliance with fire, building and health codes.



5. Notification must be sent to abutting property owners with an opportunity to comment to Nibley City Staff within a period of fourteen (14) days from the date of notification.

D. Approval Criteria

1. Proposed accessory dwelling units in compliance with the following criteria to ensure the health and safety of occupants.
2. Fire, building, and health codes. The design and size of the accessory dwelling unit shall conform to all applicable standards in the fire, building, and health codes. All necessary permits shall indicate the area to be designated for accessory dwelling unit use.
3. Separate addresses and mailboxes shall be placed on all accessory dwelling units regulated by this chapter as required for public safety purposes.
4. Parking: Off-street parking for two vehicles, shall be provided for use by the tenants of the accessory dwelling unit. This parking shall be provided in addition to the required parking for the primary dwelling unit and shall not obstruct access to the parking of the primary dwelling unit and shall be located behind the front plane of the primary dwelling. Parking surfaces shall be constructed of a hard surface, such as concrete or asphalt, or gravel.
5. One Accessory Dwelling Unit: Only one accessory dwelling unit shall be allowed for each single-family dwelling. Accessory dwelling units are not allowed on lots that contain a two-family dwelling.
6. No accessory dwelling unit shall be built on a registered wetland or flood plain.
7. The use of an accessory dwelling unit shall be limited to residential uses. With the exception of a home occupation, no commercial or industrial uses are permitted within an accessory dwelling unit.
8. Accessory dwelling units shall be charged the base rate for water and sewer usage in accordance with the Nibley City Fee Schedule.
9. Impact Fees: Accessory dwelling units shall be subject to 50% of the impact fee of a multi-family dwelling unit as set forth in the latest associated Impact Fee Ordinance adjustment.
  - a. Owners may petition the City for a rebate of impact fees for accessory dwelling units which provide rent that is considered affordable, as described below. The maximum rebate amount shall be set at 33 1/3% annually of the total collected impact fee for a period of three (3) years. City Staff shall determine if documentation of rent collected is acceptable. If documentation is not provided within 30 days of each anniversary of the issuance of the certificate of occupancy, the rebate shall be forfeited for that year. The rebate shall be non-transferrable.
    - 1) The unit's rent is considered affordable to a household of four (4) earning 50% of the area median income of the Logan, UT-ID Metropolitan Statistical Area (MSA), according to income limits set by the US Department of Housing and Urban Development (HUD) for a period of three (3) years.

The rent limit shall be set using the following calculation: HUD annual 4-person 50% AMI Income Limit \* 0.3 (30 %) – \$150 (for utility expenses)

E. Size, Height and Zoning

1. Accessory dwelling units shall have the following requirements:
  - a. Shall have the minimum floor area of 300 sq. ft. and a maximum floor area of 1,200 sq. ft. Garage, shop or other space not associated with the living area shall not be counted toward these limits.
  - b. Detached accessory dwelling units shall follow the sizing and setback requirements as listed in NCC 19.22.
  - c. Detached accessory dwelling units shall not be permitted on lots smaller than 12,000 sq. ft.
  - d. The total square footage of all detached accessory dwelling units shall not occupy more than twenty five percent (25%) of the rear yard.

F. Noncompliance

1. Owners of the property where the accessory dwelling unit use has been approved shall be responsible for their property’s compliance with the city’s ordinances and conditions of approval. Owners who fail to maintain or violate the city’s ordinances regulating accessory dwelling unit use or conditions upon which approval was contingent may have the permit revoked. Notice of violation shall be given to the owner of the residence containing the accessory apartment use providing 14 days to correct a violation before the permit is revoked. Persons aggrieved by the revocation of their permit may use the appeal process to have their grievances heard.

**19.20.020 Land Use Chart**

**Nibley City Land Use Chart**

**Key**

<b>P:</b>	Permitted Use
<b>NP:</b>	Not Permitted Use
<b>C:</b>	Conditional use
<b>A:</b>	Agriculture Zone
<b>R-E:</b>	Rural Estate Zone



Housing, Multi-Family	NP	NP	NP	NP	NP	NP	P	NP	
Housing, Two-Family	P	P	P	P	P	P	P	NP	
Temporary Office/Model Home	P	P	P	P	P	P	P	NP	
Accessory Dwelling Unit <sup>3</sup>	P	P	P	P	P	P	P	NP	
<b>Use</b>	<b>A</b>	<b>R-E</b>	<b>R-1</b>	<b>R-1A</b>	<b>R-2</b>	<b>R-2A</b>	<b>R-M</b>	<b>P/S</b>	
<b>Agricultural/Animal</b>									
Ag Implement Sales and Service	C	NP	NP	NP	NP	NP	NP	NP	
Agricultural Production	P	P	P	P	P	P	P	P	
Animal Crematorium	NP	NP	NP	NP	NP	NP	NP	NP	
Arboretum/Nature Center	C	C	C	C	C	C	C	C	
Farmers' Market	C	C	C	C	NP	NP	C	C	
Floral Shop	C	C	C	C	NP	NP	P	NP	
Garden Center/Nursery	C	C	NP	NP	NP	NP	NP	NP	
Pet Services	NP	NP	NP	NP	NP	NP	NP	NP	
Veterinary Clinic, Large Animal	C	NP	NP	NP	NP	NP	C	NP	
Veterinary Clinic, Small Animal	C	NP	NP	NP	NP	NP	C	NP	
<b>Use</b>	<b>A</b>	<b>R-E</b>	<b>R-1</b>	<b>R-1A</b>	<b>R-2</b>	<b>R-2A</b>	<b>R-M</b>	<b>P/S</b>	

<b>Public, Institutional, and Civic Uses</b>									
Bus/Transit Terminal	NP	NP	NP	NP	NP	NP	C	P	
Cemetery	C	C	C	C	C	C	C	C	
Church/Places of Worship	C	C	C	C	C	C	C	C	
Club/Service Organization/Lodge	NP	NP	NP	NP	NP	NP	C	C	
College/University	C	NP	NP	NP	NP	NP	C	P	
Government Services	C	NP	NP	NP	NP	NP	P	P	
Hospital	NP	NP	NP	NP	NP	NP	C	NP	
Public Park	P	P	P	P	P	P	P	P	
Private Park	P	P	P	P	P	P	P	P	
Utility Substation	C	C	C	C	C	C	C	C	
School	C	C	C	C	C	C	C	P	
<b>Use</b>	<b>A</b>	<b>R-E</b>	<b>R-1</b>	<b>R-1A</b>	<b>R-2</b>	<b>R-2A</b>	<b>R-M</b>	<b>P/S</b>	
<b>Commercial</b>									
Auditorium	NP	NP	NP	NP	NP	NP	C	P	
Bail Bonds/Pawnbroker	NP	NP	NP	NP	NP	NP	NP	NP	
Bakery	NP	NP	NP	NP	NP	NP	P	NP	
Banks/Financial Institutions	NP	NP	NP	NP	NP	NP	P	NP	





Manufacturing, Industrial	NP	NP	NP	NP	NP	NP	NP	NP	I
Manufacturing, Light	NP	NP	NP	NP	NP	NP	NP	NP	
Mineral Extraction	NP	NP	NP	NP	NP	NP	NP	NP	I
Pest Control	NP	NP	NP	NP	NP	NP	NP	NP	I
Recycling Collection Facility	NP	NP	NP	NP	NP	NP	NP	NP	I
Sign Shop	NP	NP	NP	NP	NP	NP	NP	NP	I
Sports Facilities	NP	NP	NP	NP	NP	NP	C	C	
Storage Facility	NP	NP	NP	NP	NP	NP	NP	NP	I
Warehousing	NP	NP	NP	NP	NP	NP	NP	NP	I
Warehousing, Residential Storage	NP	NP	NP	NP	NP	NP	NP	NP	I
Welding/Machine Shop	NP	NP	NP	NP	NP	NP	NP	NP	I

**Notes**

1. Group living facilities are governed by NCC 19.42
2. Any land use not listed is not permitted
3. Accessory dwelling units are governed by NCC 19.24.250
4. Short-term rental housing is governed by NCC 19.24.260
5. Housing is only allowed within the Town Center Area as described in NCC 19.32.030(B), in Neighborhood Commercial and Commercial areas within a mixed-use residential/commercial project, as described in NCC 19.20.030.



## Agenda Item #12

<b>Description</b>	<b>Presentation:</b> Planning Commission Goals
<b>Presenter</b>	Levi Roberts, Nibley City Planner
<b>Planning Commission Recommendation</b>	NA
<b>Staff Recommendation</b>	Receive the presentation, ask clarifying questions, give direction.
<b>Reviewed By</b>	Mayor, City Manager, City Planner, Planning Commission

## Background

To guide the activities of the Planning Commission and supportive Staff for the year, the Planning Commission has traditionally formalized annual goals. The following is a summarized the status of 2023 goals and included other accomplishments below.

### Planning Commission Goals- 2023 Status

	<b>Status</b>
Review and make recommendations to create/update the following ordinances:	
a. Landscape Ordinance and Standards	complete
b. Town Center Commercial Zone and Standards	incomplete
c. Cluster Subdivisions	incomplete
d. Conditional Uses	complete
e. Subdivision Financial Assurance provisions	complete
f. Access, Connectivity Standards and Intersection spacing	in progress
g. All required ordinance changes from State legislature	complete
h. Update Nibley City Code to address development requirements outside of residential subdivisions	complete
1. Update Parks, Recreation and Open Space Master Plan	in progress
2. Commence development of Active Transportation Master Plan to replace and update Trail Master Plan and active transportation elements of Transportation Master Plan	in progress
3. Develop more robust and standardized public and stakeholder engagement activities to ensure public buy-in of major code changes and plan updates.	in progress

4. Update Annexation Policy Plan, including analyzing areas to accommodate future growth in which utilities can be efficiently provided.	incomplete
5. Implement strategies identified in Moderate Income Housing Plan, including the following:	in progress

Other accomplishments:

- Updated Moderate Income Housing Plan
- Updated trail & connectivity standards to continue trails that terminate on the edge of property
- Modified definition of dwelling unit and limits to single family
- Updated Animal Land Use Ordinance

On January 18, the Planning Commission reviewed these and other goals and provided feedback to Staff for formulating goals for 2024. In General, the Planning Commission would like to accomplish many of the goals that we set out to do in 2023, while commencing the development of the General Plan. Below is a proposed list of Planning Commission Goals for 2024

1. Review and update access, connectivity and intersection spacing standards
2. Complete update of Parks, Recreation and Open Space Master Plan
3. Develop Active Transportation Master Plan to replace and update Trail Master Plan and active transportation elements of Transportation Master Plan
4. Implement Strategies of Moderate-Income Housing Plan
5. Commence development of General Plan Update
6. Partner with Cache County, Millville and Providence on a Hwy 165 Corridor Study that explores alternatives for future HWY 165 function, access, etc. and a regional real estate economics study of future population and travel patterns to identify likely market demand for retail, services, and jobs along the corridor.
7. Partner with Cache County to develop a Nibley Town Center Master Plan

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