Notice is hereby given that the
WILLARD CITY PLANNING COMMISSION
Will meet in a regular session on
Thursday, June 20, 2024 – 6:30 p.m.
Willard City Hall, 80 West 50 South
Willard, Utah, 84340

AGENDA

(Agenda items may or may not be discussed in the order they are listed and may be tabled or continued as appropriate.) Public comment may or may not be taken.

1. Prayer
2. Pledge of Allegiance
3. General Public Comments (Input for items not on the agenda. Individuals have three minutes for open comments)
4. Report from City Council
5. Discussion/Action Items
   a. Consideration and recommendation to the City Council regarding a preliminary approval of the TJD Subdivision located at approximately 352 West Center Street (Parcel No. and 02-057-0010)
   b. Consideration and recommendation to the City Council regarding a petition from Heritage Land Development to rezone approximately 48.19 acres located at approximately 300 South 300 West from R1/2 to MPC (Master Planned Community) (Parcel Nos. 02-051-0004, 02-051-0062, 02-051-0085, 02-051-0264, 02-054-0005, 02-054-0007, 02-054-0009, 02-054-0011, 02-054-0012, and 02-054-0013) (Continued from February 1, 2024)
   c. Public hearing to receive public input regarding an amendment to Chapter 12-105 of the Willard City Zoning Ordinance to allow short-term rentals
   d. Consideration and recommendation to the City Council regarding an amendment to Chapter 12-105 of the Willard City Zoning Ordinance to allow short-term rentals in residential zones (continued from April 4 and April 18, May 2, and June 6, 2024)
   e. Review of a conditional use permit issued to Robert and Suzie Radtke for an alpaca farm located at 450 North 200 West (Parcel No. 02-046-0047 and 02-046-0084) issued October 6, 2014
   f. Discussion regarding amending the Table of Uses found Chapter 12-111-3 and 12-112-3 of the Willard City Zoning Ordinance
   g. Consideration and recommendation to the City Council regarding an amendment to the General Plan Chapter 12-000 of the Willard City Zoning Ordinance to include a future land use map for the South Willard area included in Willard's Annexation Policy Declaration (continued from April 4, April 18, May 2, and May 16, 2024)
6. Consideration and approval of the June 6, 2024, regular Planning Commission minutes
7. Commissioner/Staff Comments
8. Adjourn

I, the undersigned duly appointed and acting Deputy City Recorder for Willard City Corporation, hereby certify that a copy of the foregoing notice and agenda was posted at the Willard City Hall, on the State of Utah Public Meeting Notice website https://www.utah.gov/pmn/index.html, on the Willard City website www.willardcity.com, and sent to the Box Elder News Journal this 14th day of June, 2024.

/s/ Michelle Drago

Deputy City Recorder

NOTICE OF SPECIAL ACCOMMODDTION DURING PUBLIC MEETINGS - In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City Office at 80 West 50 South, Willard, Utah 84340, phone number (435) 734-9881, at least three working days prior to the meeting.

ITEM 5A

Willard City Corporation

80 West 50 South
Box 593

Willard, Utah 84340
(435)734-9881

PLANNING COMMISSION

SUBDIVISION APPLICATION

Application Date MAY 22, 2024

Applicant CRAIG & SHERRY DEARDEN

Mailing Address

352 W. CENTER ST

WILLARD, UT 84340 02-057-0010

Project Address

SAME AS ABOVE

Email Address CLDEARDEN@gmail.com

Phone 801-726-7011

Cell

Fax

Proposed Subdivision Data

Subdivision Name TJD ESTATES

Application Level (check one)

Sketch Plan

Date 5/23/24

Approval

Preliminary Plat *

*Not required for In-fill subdivisions.

Date

Approval

Final Plat

Date

Approval

Assessor Parcel Number

Number of lots

Fee Computation

	Administrative	Engineering	Attorney	Total
Sketch Plan	$50 + $2/acre	Billed to developer		$ 100
Preliminary Plat	$50 + $15/lot	Billed to developer	$100 + $10/lot	
Final Plat	$50 + $5/lot	Billed to developer	$50 + $5/lot	

pd 5/23/24
Rec# 1.020180

Applicant's Affidavit

STATE OF UTAH)
) SS
COUNTY OF BOX ELDER)

I (we), CRAIG & SHERYL DEARDEN, being duly sworn, depose and say that I (we) am (are) the owner(s)* or authorized agent(s) of the owner of the property located at
352 W. CENTER STREET, WILLARD, UTAH 84340
in Willard City, which property is involved in the attached application and that the statements and answers therein contained and the information provided in the attached plans and other exhibits present thoroughly, to the best of my (our) ability, the argument in behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief.

Signed Sheryl Dearden Craig Dearden
Property Owner(s)

Agent _____

MICHELLE DRAGO
NOTARY PUBLIC • STATE of UTAH
COMMISSION NO. 716078
COMM. EXP. 02-02-2025

Subscribed and sworn before me this 23rd day of May 2024.

Michelle Drago
Notary Public

Residing in Perry, Utah
My commission expires 2/2/25

*May be owner of record, contract owner, part to valid earnest money agreement, option holder, or have the other legal control of property.

AGENT AUTHORIZATION

I (we), CRAIG & Sheryl Dearden the owner(s) of real property described above, hereby appoint Joe Adair as my (our) agent(s) to represent me (us) with regard to this application affecting the above described real property, and do authorize them to appear on my (our) behalf before an y Willard City Boards considering the application.

Signed _____
Property Owner(s)

Agent Joe Adair

Subscribed and sworn before me this 23rd day of May 2024.

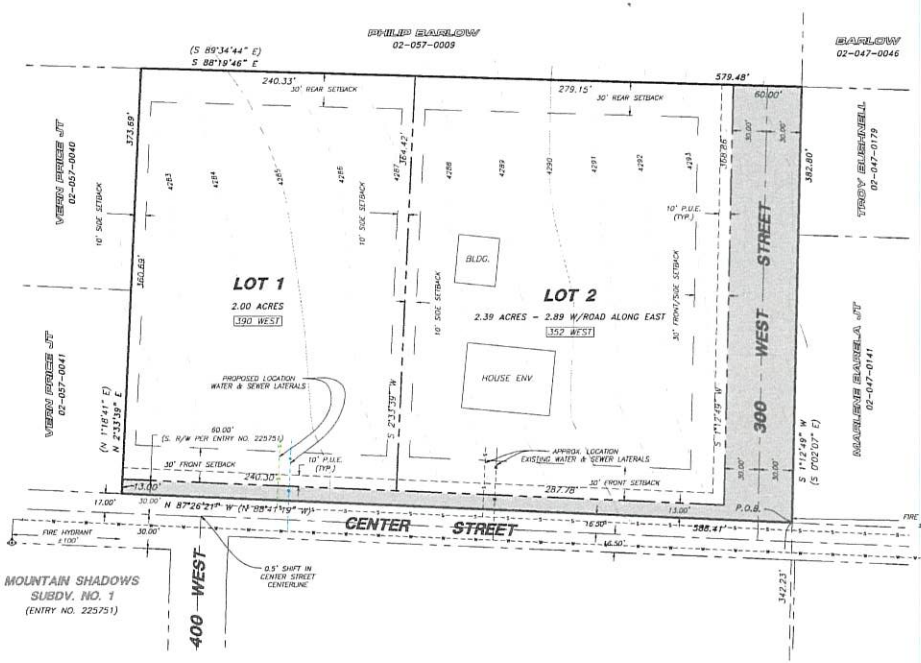
Michelle Drago
Notary Public

MICHELLE DRAGO
NOTARY PUBLIC • STATE of UTAH
COMMISSION NO. 716078
COMM. EXP. 02-02-2025

Residing in Perry, Utah
My commission expires 2/2/25

TJD ESTATES

WILLARD, BOX ELDER COUNTY, UTAH
A PART OF THE SOUTHEAST QUARTER OF SECTION 22,
TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN



SCALE: 1" = 50'

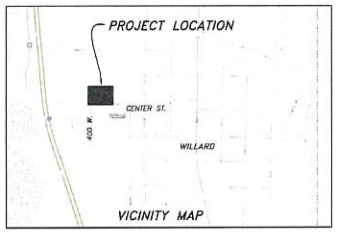
0 50 100
Scale in Feet
(Data in Parentheses is Record)

LEGEND

- SUBJECT PROPERTY LINE
- INTERIOR LOT LINE
- ADJOINING PROPERTY LINE
- CENTERLINE
- EASEMENT
- FENCE LINE
- EXISTING WATER
- PROPOSED WATER
- EXISTING SEWER
- PROPOSED SEWER
- EXISTING 5.0' CONTOUR
- EXISTING 1.0' CONTOUR
- FOUND SURVEY MARKER SET BY OTHERS
- SET 5/8"X24" REBAR WITH CAP
- SECTION CORNER

NOTES:

1. BUILD TO AVOID FLOODING.
2. THE SUBJECT PROPERTY DOES NOT FALL IN A F.E.M.A. FLOOD PLAIN.
3. ALL PUBLIC UTILITY EASEMENTS (P.U.E.) ARE 10.00 FEET WIDE UNLESS NOTED OTHERWISE.



VICINITY MAP

DEVELOPER:
CRAIG DEARDEN
352 WEST CENTER STREET
WILLARD, UTAH 84340
(801) 726-7011

SUBDIVISION BOUNDARY

A PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CENTER STREET LOCATED 342.23 FEET NORTH 01°12'49" EAST (NORTH 0°02'07" WEST BY RECORD) FROM THE SOUTHEAST CORNER OF SAID SECTION 22, (SAID POINT OF BEGINNING DESCRIBED OF RECORD AS BEING THE NORTH SIDE OF AN EXISTING 33.00 FOOT WIDE RIGHT-OF-WAY);

RUNNING THENCE NORTH 87°26'21" WEST (NORTH 88°41'19" WEST BY RECORD) 588.41 FEET; THENCE NORTH 02°33'39" EAST (NORTH 1°18'41" EAST BY RECORD) 373.69 FEET; THENCE SOUTH 88°19'46" EAST (SOUTH 89°34'44" EAST BY RECORD) 579.48 FEET; THENCE SOUTH 01°12'49" WEST (SOUTH 0°02'07" EAST BY RECORD) 382.80 FEET TO THE POINT OF BEGINNING. CONTAINING 5.07 ACRES.

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO CREATE A TWO LOT SUBDIVISION FROM PROPERTY TAX ID NO. 02-057-0010 AND TO ESTABLISH AND SET THE PROPERTY CORNERS AS SHOWN AND DESCRIBED HEREON. THE SURVEY WAS ORDERED BY CRAIG DEARDEN. THE CONTROL USED TO ESTABLISH THE PROPERTY CORNERS WAS THE EXISTING BOX ELDER COUNTY SURVEY MONUMENTATION SURROUNDING SECTION 22, T8N, R2W, SLB&M.

THERE IS A 0.5' SHIFT IN CENTER STREET CENTERLINES AT 400 WEST STREET. THE ROADWAY DEDICATION FOR CENTER STREET AS SHOWN HEREON HOLDS THE SOUTH RIGHT-OF-WAY LINE ESTABLISHED BY MOUNTAIN SHADOWS SUBDIVISION NO. 1, RECORDED AS ENTRY NO. 225751.

THE BASIS OF BEARING IS THE SOUTH LINE OF SECTION 23 WHICH BEARS SOUTH 89°03'30" EAST, UTAH NORTH, STATE PLANE, CALCULATED N.A.D.83 BEARING.

SURVEYOR'S CERTIFICATE

I, ROGER C. SLADE, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS ACT: AND BY THE AUTHORITY OF THE OWNERS, I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED AND SHOWN HEREON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE HEREBY SUBDIVIDED SAID TRACT INTO A TWO (2) LOTS, KNOWN HEREAFTER AS TJD ESTATES AND THAT THE SAME HAS BEEN SURVEYED AND MONUMENTS HAVE BEEN LOCATED AND/OR PLACED ON THE GROUND AS REPRESENTED ON THE PLAT HEREON.

SIGNED THIS DAY OF , 2024.

ROGER C. SLADE, P.L.S.
UTAH LAND SURVEYOR LICENCE NO. 11386802

PRELIMINARY

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO TWO (2) LOTS AND STREETS AS SHOWN ON THIS PLAT AND NAME SAID TRACT TJD ESTATES AND HEREBY DEDICATE, GRANT AND CONVEY TO WILLARD CITY, BOX ELDER COUNTY, UTAH, ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO DEDICATE TO WILLARD CITY, BOX ELDER COUNTY, THOSE CERTAIN STRIPS AS EASEMENTS FOR PUBLIC UTILITY AND DRAINAGE PURPOSES AS SHOWN HEREON. THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY WILLARD CITY. FINALLY, ANY OTHER LOT, PARCEL AND/OR OTHER TRACT OF LAND DESIGNATED AS BEING DEDICATED AND/OR DEEDED TO WILLARD CITY, BOX ELDER COUNTY FOR ROADS, OPEN SPACE, OR OTHER MUNICIPAL USE(S) IS HEREBY DEDICATED AND DEED TO WILLARD CITY, BOX ELDER COUNTY. IN WITNESS WE HAVE HEREUNTO SET OUR SIGNATURE

THIS _____ DAY OF _____, 2024.

CRAIG DEARDEN, "TRUSTEE" OF THE SHERYL DEARDEN LIVING TRUST

SHERYL DEARDEN, "TRUSTEE" OF THE SHERYL DEARDEN LIVING TRUST

TRUST ACKNOWLEDGMENT

STATE OF UTAH)
: ss
COUNTY OF BOX ELDER)

ON THIS _____ DAY OF _____, 2024, CRAIG DEARDEN AND SHERYL DEARDEN, TRUSTEES FOR THE SHERYL DEARDEN LIVING TRUST, DATED NOVEMBER 6, 2012, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF BOX ELDER, IN THE STATE OF UTAH, THE SIGNERS OF THE ATTACHED OWNERS DEDICATION, TWO IN NUMBERS, WHO DULY ACKNOWLEDGED TO ME THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSE THEREIN MENTIONED ON BEHALF OF SAID TRUST.

STATE OF UTAH NOTARY PUBLIC _____

COMMISSION NUMBER _____

NOTARY PRINTED NAME _____

MY COMMISSION EXPIRES _____

ENGINEER'S CERTIFICATE

I CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED AND FIND THAT IT IS CORRECT AND IN ACCORDANCE WITH THE INFORMATION ON FILE IN THE WILLARD CITY OFFICE.

_____ DATE

_____ ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF _____, A.D., 2024.

_____ ATTORNEY

APPROVAL AND ACCEPTANCE

PRESENTED TO THE WILLARD CITY COUNCIL THIS _____ DAY OF _____ A.D., 2024, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: _____ CLERK

_____ MAYOR

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____ A.D., 2024, BY THE WILLARD CITY PLANNING COMMISSION.

_____ CHAIRMAN

_____ DATE

COUNTY RECORDER'S NO. _____

STATE OF UTAH, COUNTY OF BOX ELDER, RECORDED AND FILED AT THE REQUEST OF _____

DATE _____ TIME _____ FEE _____

ABSTRACTED _____

INDEX _____

FILED IN: ____ FILE OF PLATS

_____ COUNTY RECORDER

HANSEN & ASSOCIATES, INC.
Consulting Engineers and Land Surveyors
538 North Main Street, Brigham, Utah 84302
Visit us at www.haies.net
Brigham City (435) 723-3491 Ogden (801) 399-4905 Logan (435) 752-8272
Celebrating 60 Years of Business

24-3-82 24-3-82v19.dwg 04/29/2024 RS

N:\2024\24-3-82 Craig Dearden\Drawings\24-3-82v19.dwg 4/29/2024 2:19:43 PM DWG To PDF.pc3

TJD ESTATES



↑ NORTH

WILLARD CITY
Subdivision Land Use Authority (SLUA) – Special Meeting
May 30, 2024 – 3:00 p.m.
Willard City Hall – 80 West 50 South
Willard, Utah 84340

The meeting was a special meeting designated by resolution. Notice of the meeting was provided 24 hours in advance. A copy of the agenda was posted at the City Hall and on the State of Utah Public Meeting Notice Website.

The following members were in attendance:

Jeremy Kimpton, City Manager
Madison Brown, City Planner
Chris Breinholt, City Engineer
Payden Vine, Public Works Director
Michelle Drago, Deputy City Recorder

Excused: Colt Mund, City Attorney, and Van Mund, Fire Chief.

Others in attendance: Zac Burk, Jones & Associates; Joe Adair; Craig Dearden; Sheryl Dearden; John Newhall; and Garth Day, Heritage Land.

1. CALL TO ORDER

Madison Brown, City Planner, called the meeting to order at 3:08 p.m. The Deputy Recorder recorded a roll call attendance.

2A. CONSIDERATION OF A CONCEPT PLAN FOR THE TJD ESTATES LOCATED AT APPROXIMATELY 352 WEST CENTER STREET (PARCEL NO. 02-057-0010)

Time Stamp – 1:01 – 05/30/2024

Madison Brown stated that Craig and Sheryl Dearden had submitted a concept plan for the TJD Estates Subdivision located at approximately 352 West Center Street (Parcel No. 02-057-0010). The subdivision contained a total of about 4.89 acres. Only two lots were proposed. After research, the staff determined that their property was zoned R-1/2 in January 2007. The city's maps had been corrected to reflect the rezone.

Craig Dearden, 352 West Center Street, stated that they currently owned a home in the middle of the property. They wanted to split the property and build a new home on the west two acres.

Zac Burk asked if 300 West was already dedicated. Chris Breinholt and Craig Dearden said it wasn't.

Craig Dearden stated that when they built their home, Bryce Wheelwright, the former city planner, told them to leave an easement for 300 West.

Payden Vine, Public Works Director, asked if Dearden's were aware they would have to pay water and sewer impact and connection fees for the new lot. Mr. Dearden realized they would have to pay all the normal fees.

Zac Burk asked about the alignment of 300 West. It would have to curve to the west to conned with 400 West. Craig Dearden stated that originally the right-of-way was supposed to have been located between him and the property to the west owned by Vern Price. When he applied for a permit to build his home, Bryce Wheelwright told him the location of the road had been moved to the east of his property. Chris

Breinholt stated that the Transportation Master Plan showed the curve to connect 300 West and 400 West.

Chris Breinholt stated that this subdivision complied with the zone's lot size and width requirements. This subdivision invoked the Subdivision Ordinance, which required frontage improvements.

Craig Dearden hoped the frontage improvements could be deferred because there weren't infrastructure improvements on Center Street. The closest improvements were at 200 South 300 West.

Chris Breinholt agreed that deferring the improvements was the right thing to do because none of the street had improvements. He felt the city needed to require a fee-in-lieu or a deferral agreement. He asked how the city handled the 400 West street stub in the Xram Subdivision. The city should do the same thing here. It was the same situation. Was Chris Marx required to pay a fee-in-lieu of? Michelle Drago and Payden Vine thought the city simply required Chris Marx to dedicate the stub street to Willard.

Zac Burk said the subdivision proposed to dedicate 60 feet for 300 West and 13 feet on the north side of Center Street. Chris Breinholt explained that the current half width of Center Street was only 17 feet. The city standard was 30 feet. Dearden's were being required to dedicate 13 feet to comply with the city standard.

Chris Breinholt stated that this subdivision would require the installation of a fire hydrant. The closest fire hydrant was 900 feet away. The city's spacing requirement was 500 feet. Craig. Dearden said he had expected the fire hydrant requirement. He was surprised he didn't have to put a hydrant in when he built his home in 2016. Mr. Breinholt said a fire hydrant was a subdivision requirement. Now the property was being subdivided, the city could require it.

Zac Burk asked how storm water would be handled. Chris Breinholt said there should be a swale along the frontage. Storm water detention would not be required because this subdivision would not change the storm water situation.

Chris Breinholt said his total recommendations were a fee-in-lieu of for frontage improvements (which would include curb, gutter, and sidewalk; and a little asphalt for widening Center Street) and a fire hydrant. The Dearden's would also have to stub services to the new lot.

Payden Vine did not have any issues.

Zac Burk said there was a note on the subdivision plat that said, "Build to avoid flooding." There was a concern about groundwater In this area. It appeared the sewer was about 10 feet deep, which was deep enough that the home wouldn't have to be constructed on a raised foundation. Craig Dearden said they did not plan to have a basement.

Payden Vine made a motion to forward this subdivision to the Planning Commission with a recommendation of approval subject to the engineering conditions. Jeremy Kimpton seconded the motion.

Craig Dearden asked about the fee-in-lieu of. Chris Breinholt felt deferral agreements were difficult. When it came time to build, cities always had a hard time getting people to pay for the improvements. In addition, the improvement cost in the future could be a lot higher for the property owner. He felt the city should take the money and set it aside for future installation.

Mr. Dearden asked how the fee-in-lieu-of would be calculated. Chris Breinholt said the fee would be based on the current cost to construct the improvements.

Joe Adair, Dearden's real estate agent, asked if there was an option to escrow the funds for ten years in case the city didn't put the improvements in. Chris Breinholt said an escrow was similar to a fee-in-lieu of. Escrows had installation time limits. If improvements weren't installed during the allotted time, the city could take the funds and put in the improvements. Mr. Adair explained that in Hooper City, the city took money, based on the engineer's estimate, with the agreement that it would return the money in ten years if it didn't build the improvements. Mr. Breinholt felt that option would have to be approved by the administration because Willard didn't have anything in place to govern that option.

Zac Burk felt such a scenario would mean the Dearden's would be getting something for nothing. They would be circumventing the requirement to install improvements. Mr. Breinholt felt the Dearden's could argue they shouldn't have to pay for improvements the city never put in

Jeremy Kimpton didn't feel there was a mechanism in the Zoning Ordinance to provide that option. It was essentially a development agreement. The SLUA was a recommending body. It could present that option to the City Council. These types of improvements were hard for the city to track; to make sure those improvements were built.

Chris Breinholt stated that SLUA's job was to require the improvements. It did not' have the right to defer the improvements.

Jeremy Kimpton agreed. The SLUA would forward a recommendation of approval subject to the engineering requirements along with the developer's request to have the improvements deferred with an agreement or an escrow option.

Joe Adair stated that he would provide a copy of the agreement used by Hooper City.

All voted "aye." The motion passed unanimously.

2B. CONSIDERATION OF A PRELIMINARY PLAN FOR GRANITE RIDGE SUBDIVISION PHASE 6 LOCATED AT APPROXIMATELY 675 SOUTH 450 EAST (PARCEL NOS. 02-053-0014 AND 02-053-0069)

Time Stamp -23:04 - 05/30/2024

Madison Brown stated that the city had received a preliminary subdivision plan for Granite Ridge Phase 6 from Granite Ridge Willard LLC, who was being represented by John Newhall.

Zac Burk stated that he had reviewed the plat. He asked if Mr. Newhall had made the requested changes to the storm drain easement. Mr. Newhall said he had.

Zac Burk stated that they still needed to figure out if the storm drain needed an easement or a dedication. John Newhall said he was waiting for input from the city engineer. They had adjusted the lot lines for the channel coming down for the debris basin. They needed to know if it would be an easement or a dedication to Willard Flood Control or Willard City as open space. How did the city want to handle it?

ITEM 5B

Willard City Corporation

80 West 50 South
Box 593

Willard, Utah 84340
(435)734-9881

NOTICE OF PUBLIC HEARING
WILLARD CITY PLANNING COMMISSION

Notice is hereby given that the Willard City Planning Commission will hold a public hearing to receive public comment regarding a petition from Heritage Land Development to rezone approximately 48.19 acres located at approximately 300 South 300 West from R-1/2 to Master Planned Community (MPC).

The public hearing will be held on Thursday, February 1, 2024, at 6:30 p.m. in the Willard City Council Chambers, 80 West 50 South, Willard, Utah, during a regular Planning Commission meeting.

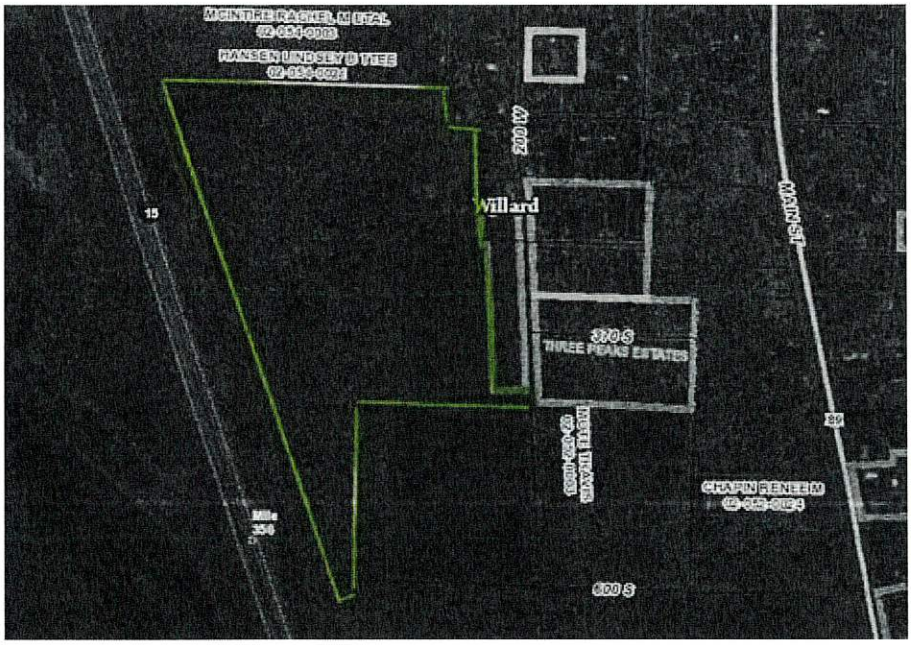
Information regarding this matter is available during business hours by contacting the Willard City Planner at 435-723-9881. Business hours are 8:00 a.m. to 5:00 p.m. Monday through Thursday and 8:00 a.m. to 12:00 p.m. on Friday.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communications, aids, and services) during this meeting should notify the City Office at 80 West 50 South, Willard, Utah, phone number (435) 734-9881, at least three working days prior to the meeting.

I, the undersigned duly appointed Deputy City Recorder for Willard City Corporation hereby certify that a copy of the foregoing notice and agenda was posted at the Willard City Hall; two other places in the community; on the State of Utah Public Meeting Notice website http://www.utah.gov/pmn/index.html; on the Willard City website www.willardcity.com; and sent to the Box Elder News Journal this 28th day of August, 2023.

/s/Michelle Drago
Deputy City Recorder

NORTH ↑



WILLARD CITY PLANNING COMMISSION
RE-ZONE APPLICATION

Application Date
01/04/2024

Applicant
HERITAGE LAND DEV.

Mailing Address
9 W. FOREST ST
BRIGHAM CITY UT.

Phone Number

Cell Phone
435 730 8208

Assessor Parcel Number *
02-051-0062
0085
0264

02-051-0004
-054-0005
0007
0009
0011
0012
0013

Parcel Legal Description*

Present Zone	Proposed Zone
R-½	MPC

This completed application, must be submitted at least 15 days prior to the April or October Planning Commission meeting and be accompanied by:

1) Proof of ownership.*

2) Non-refundable application fee of $125.00.

3) Written petition designating the change desired and the reason for such change, bearing the signature(s) of the fee title owner(s) of the parcel or designated agent . (See reverse of this form for required Applicant's Affidavit.)

4) List of all property owners within 1/4 mile of the parcel.*

5) Map (Assessor's Plat* or suitable drawing) of the proposed re-zone area, annotated to show the location and boundaries of the parcel to be re-zoned.

6) If a subdivision is planned, supply sketch of possible subdivision, to show compatibility with existing and planned infrastructure, with emphasis on roads, water supply and other utilities.

* Available at the office of the Box Elder County Registrar, 01 South Main Street, Brigham, Utah, 84302

Project Summary

(Please use additional pages as necessary to adequately address the answers.)

1. Location Map (showing nearest cross streets):

   SEE ATTACHED

2. Site Address/Description:

   S.A.

3. Parcel Number(s):

4. Current and Proposed Zoning by parcel number and area in acres:

   R-1/2 - MPC

5. Road Access Provided:

   SEE ATTACHED

6. Utility Plan:

7. Reason for the requested change:

   DEV.

8. Impacts (financial and other) of the change to surrounding properties and the city as a whole:

APPLICANT'S AFFIDAVIT

STATE OF UTAH)
) SS
COUNTY OF BOX ELDER))

I, (we) Garth Day, being duly sworn, depose and say that I, (we) am (are) the owner(s)*, or authorized agent(s) of the owner, of property located at 200W 400S. Willard in Willard City, which property is involved in the attached application and that the statements and answers therein contained and the information provided in the attached plans and other exhibits present thoroughly, to the best of my (our) ability, the argument in behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief.

SIGNED _____
Property Owner(s)

AGENT Gary V.P. Dev. Heritage Dev.

Subscribed and sworn before me this 4th day of January 2024

MICHELLE DRAGO
NOTARY PUBLIC • STATE of UTAH
COMMISSION NO. 716078
COMM. EXP. 02-02-2025

Michelle Drago
Notary Public

Residing in Perry, Utah
My commission expires: 2/2/25

* May be owner of record, contract owner, part to valid earnest money agreement, option holder or have other legal control of property.

AGENT AUTHORIZATION

I, (we) _____, the owner(s) of real property described above, hereby appoint _____, as my (our) agent(s) to represent me (us) with regard to this application affecting the above described real property, and do authorize them to appear on my (our) behalf before any Willard City Boards considering this application.

SIGNED _____
Property Owner(s)

Subscribed and sworn before me this _____ day of _____ 200___

_____
Notary Public

Residing in _____
My commission expires: _____

Willard City
80 W 50 S | PO Box 593
Willard, UT 84340
(435) 734-9881
willardcity@comcast.net

XBP Confirmation Number: 162328792

Transaction detail for payment to Willard City. **Date: 01/04/2024 - 9:59:17 AM MT**

Transaction Number: 210752413
Visa — XXXX-XXXX-XXXX-7859
Status: Successful

Account #	Item	Quantity	Item Amount
	Charges PC	1	$125.00

Notes: HERITAGE LAND REZONE APPLICATION

TOTAL: ***$125.00***

Transaction detail for payment to Willard City. **Date: 01/04/2024 - 9:59:18 AM MT**

Transaction Number: 210752414
Visa — XXXX-XXXX-XXXX-7859
Status: Successful

Account #	Item	Quantity	Item Amount
	Service Fee	1	$4.25

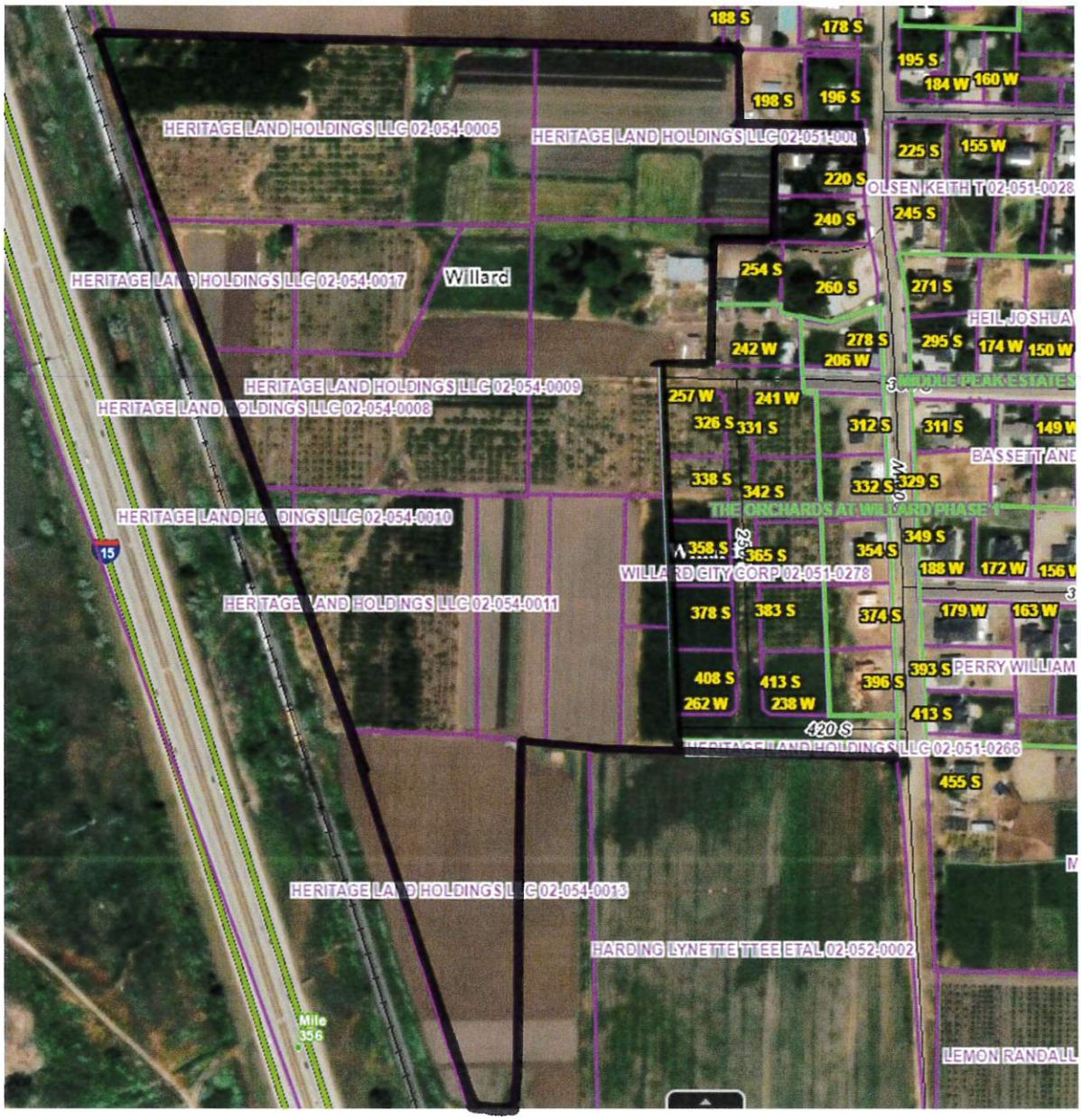
Notes: HERITAGE LAND REZONE APPLICATION

TOTAL: ***$4.25***

Billing Information
GARTH DAY
, 84340

Transaction taken by: Admin mdragoCaselle MD

NORTH ↑


188 S
178 S
195 S
184 W
160 W
198 S
196 S
HERITAGE LAND HOLDINGS LLC 02-054-0005
HERITAGE LAND HOLDINGS LLC 02-051-000
225 S
155 W
220 S
OLSEN KEITH T 02-051-0028
240 S
245 S
HERITAGE LAND HOLDINGS LLC 02-054-0017
Willard
254 S
260 S
271 S
HEIL JOSHUA
242 W
278 S
206 W
295 S
174 W
150 W
HERITAGE LAND HOLDINGS LLC 02-054-0009
MIDDLE PEAK ESTATES
HERITAGE LAND HOLDINGS LLC 02-054-0008
257 W
241 W
326 S
331 S
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311 S
149 W
BASSETT AND
338 S
342 S
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329 S
HERITAGE LAND HOLDINGS LLC 02-054-0010
THE ORCHARDS AT WILLARD PHASE 1
15
358 S
365 S
354 S
349 S
WILLARD CITY CORP 02-051-0278
188 W
172 W
156 W
HERITAGE LAND HOLDINGS LLC 02-054-0011
378 S
383 S
374 S
179 W
163 W
408 S
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396 S
393 S
PERRY WILLIAM
262 W
238 W
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420 S
HERITAGE LAND HOLDINGS LLC 02-051-0266
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HERITAGE LAND HOLDINGS LLC 02-054-0013
HARDING LYNETTE TTEE ETAL 02-052-0002
Mile
356
LEMON RANDALL

ORDINANCE 2021-2

AN ORDINANCE OF THE WILLARD CITY COUNCIL ADOPTING CHAPTER 12-106 OF THE WILLARD CITY ZONING ORDINANCES ESTABLISHING A MASTER PLANNED COMMUNITY ZONE

CHAPTER 12-106. MASTER PLANNED COMMUNITY ZONE

12-106-1. Purpose. Each Master Planned Community Zone ("MPC Zone") is intended to allow a master planned, architecturally designed development where customized zoning requirements apply in order to permit flexibility and initiative in a large-scale site development while maintaining the rural nature of Willard City. Each MPC Zone will be developed in accordance with an approved development agreement and compliance with the Willard City Zoning and Land Use Ordinances and with the general requirements outlined herein. Further, this ordinance is intended to provide a benefit to Willard City and is not intended to solely benefit an applicant of an MPC Zone.

12-106-2. Minimum Size: Each MPC Zone shall be at least ten (20) acres. Parcels must form one (1) contiguous area and cannot be bisected except by a public right-of-way, easement, or natural barrier.

12-106-3. Open Space Required: A minimum of twenty percent (20%) Open Space shall be provided in each MPC Zone to include natural maintained choice Open Space, improved parks as approved by the City Council. Open Space that is unbuildable because of slope, wetlands, flood drainage, or contamination, shall not be considered as Open Space.

1. Detention basins may count as Open Space only if they provide recreational amenities, including but not limited to: Playgrounds, gazebos, exercise stations, or sports fields with parking lots.
2. Park strips, curb, gutter, sidewalks, common yards, private yards and publicly dedicated streets shall not count as Open Space.
3. A method approved by the City Council to maintain Open Space shall be established prior to the sale of any lots in an MPC Zone. Preservation, maintenance, and ownership of required Open Spaces within the MPC Zone may be accomplished by any of the following:
    a. Dedication of the land as a public park or trails system.
    b. Granting to the City a permanent Open Space easement on or over any privately owned Open Space to guarantee that the Open Space remains perpetually in public recreational use, with ownership and maintenance being the responsibility of the owner of a Home Owner's Association ("HOA") established by bylaws which are satisfactory to and approved by the City.

    bi. If an applicant desires to transfer ownership of the Open Space to an HOA, (1) year period, beginning at the time the HOA is controlled by the property

    the City may provide temporary approval of an HOA for a probationary one

owners within the MPC Zone. During this probationary period, the City Council may monitor the effectiveness of the HOA in preserving and maintaining the Open Space. If at the end of the one (1) year probationary period it is determined by the City Council that the HOA is unable or unwilling to maintain the Open Space within the bylaws established for the HOA and the approved Development Agreement the City may terminate the probationary approval of the HOA and create a special assessment area for the purposes of maintaining the Open Space.. An HOA may have the right to appeal a City Council decision to terminate the approval of the HOA by filing a written notice of the appeal with the City Recorder within 15 days of the City Council's decision. Any such appeal shall be heard the Hearing Officer.

bii. The City may at their discretion, create a special assessment area to provide for the benefit, improvement, and maintenance of the Open Space areas.

c. An agricultural conservation easement in a manner approved by the City Council.

12-106-4. Fee in Lieu of Open Space: As an alternative, the City Council may at its discretion charge a fee in lieu of open space to allow for more centralized parks of other municipal off-site improvements as the City Council determines.

1. A fee in lieu of Open Space may be provided if the following requirements are met:
   a. The amount of acreage that is required as Open Space shall be reviewed and recommended by the Planning Commission as part of the MPC Zone application process.
   b. The fee in lieu of Open Space shall be determined by an appraised price per acre and the amount shall be approved by the City Council.

12-106-5. Density: The density of the MPC Zone shall be consistent with the policies of the General Plan.

12-106-6. Preliminary Site Plan: A preliminary site plan shall be submitted and considered concurrently with an application for approval of a MPC Zone. The preliminary site plan shall show at least the following:

1. The proposed zone name and location.
2. A proposed development agreement.
3. Permitted, conditional, accessory uses proposed for and in the MPC Zone.
4. Proposed residential use density.
5. Minimum lot sizes.
6. The range of average lot sizes.
7. Building locations.
8. Building elevations.
9. Open Space in the MPC Zone.
10. Parking.

11. Landscaping.
12. Pedestrian and traffic circulation.
13. Drainage and stormwater retention plan.
14. Utility Layout including a plan for the installation of fiber optic lines and a secondary water system.
15. Plans for grading.
16. Proposed development standards providing:
    a. Lot standards establishing requirements for lot area and dimensions;
    b. Building, setback standards for front, side and rear yards; and
    c. Building regulations addressing building height, building orientation, and architectural design guidelines.
17. A conceptual master plan showing:
    a. The location of any proposed and/or existing easements, and rights-of-way.
    b. The location, arrangement and configuration of Open Space, including the location, arrangement, and configuration of any parks and/or trails.
    c. The location and design of street infrastructure and that the proposed street infrastructure is in harmony with the City's Road Master Plan.
18. Impact statement, showing the effect the proposed MPC Zone will have on the environment, city utilities, traffic, and schools. The City Engineer may on their own or at the request of the Planning Commission or City Council conduct a traffic and/or environmental studies to determine the impact the proposed MPC Zone may impose on existing infrastructure and future development. The application shall solely bear the costs of any impact study, either done at the applicant's direction or at the direction of the City Engineer, City Council, or Planning Commission.

12-106-7. Subdivision Requirements: Compliance with the requirements of this ordinance does not exempt any applicant from meeting any other applicable requirements of this Chapter and the Willard City Zoning and Land Use Ordinances.

12-106-8. Phase Development: If the MPC Zone is proposed to be developed in phases, the preliminary site plan shall also show phase boundaries. Each phase shall be of such size, composition, and arrangement so that construction and operation of each phase is feasible as a unit, independent of any subsequent phase.

12-106-9. Planning Commission Recommendation: After consideration of the site plan, application, and proposed development agreement, the Planning Commission shall make a recommendation to the City Council regarding the MPC Zone. At the same time, the Planning Commission shall approve, approve with conditions or recommend the disapproval of the preliminary site plan for the proposed MPC Zone. Planning Commission approval of a preliminary site plan, application, and/or development agreement shall not be effective unless and until a corresponding MPC Zone is approved by the City Council.

12-106-10. Development Standards: The development standards may include development regulations regarding processing of applications, common and private Open Space guidelines, natural resource protections, grading, drainage and street standards.

12-106-11. Modification By City Council: In considering an application for an MPC Zone, the proposed site plan, application, and development agreement may be modified by the City Council to meet the intent and requirements of this Chapter and may include regulations and standards other than those proposed by this Chapter.

12-106-12. Development Agreement: An MPC zone shall only be established with the concurrent approval of a development agreement that is mutually agreeable between the applicant of an MPC Zone and the City.

12-106-13. No Guarantee of Approval: Submittal of an application for an MPC Zone does not guarantee the application will be approved. An MPC Zone may be approved only if the City Council, after receiving a recommendation from the Planning Commission, finds the MPC Zone and the associated preliminary plan, application, and development agreement meet the findings required for approval.

12-106-14. Findings Required for Approval: The proposed MPC Zone may be approved only if the City Council makes all of the following findings:

1. The proposed MPC Zone conforms to the guidelines and policies of the General Plan.
2. The MPC Zone provides equal or greater compatibility with surrounding land uses.

12-106-15. Additional Factors Considered but not Required:

1. The MPC Zone is necessary to provide land use or design standards tailored to a specific geographic area and development program that cannot otherwise be provided through conventional zoning.
2. The MPC Zone provides equal or greater protection to sensitive lands than would occur with conventional zoning.
3. The MPC Zone avoids incompatible development on lands subject to natural hazards.
4. The MPC Zone promotes efficient land use by allowing housing and/or commercial develop at densities that are appropriate for the area.
5. The MPC provides equal or greater opportunities for alternative modes of transportation such as walking, bicycling, or transit, than would occur with conventional zoning by:
    a. Encouraging or requiring significant mixed-use development where appropriate; and

Providing a master plan with direct and convenient pedestrian or bicycle connections between all land uses.

12-106-15. Designation: Upon approval, each MPC Zone shall be given a unique name following the designation "MPC—" and shall be independent of any other MPC Zones.

12-106-16. Permit Approval: Within an MPC Zone, applications for subdivision approval, site plan, conditional use permits and any other needed permits shall be submitted and approved as required to implement the conceptual master plan. The conceptual master plan shall meet the conceptual subdivision review requirements of the Willard City Ordinances.

12-106-17. Amendments to Plan: Amendments to an approved preliminary plan and application shall be obtained by following the procedures required for first approval as set forth in this section.

12-106-18. Commencement of Work: Any Developer of an MPC Zone created under this ordinance shall be begin and show diligent and consistent work towards the construction of an MPC Zone commenced within one (1) year of the date from which the City Council grants approval of the Zone and the accompanying development agreement; or the MPC Zone application shall be denied and the zone shall revert to the previous zone.

12-106-19. Performance Bonds: Prior to the commencement of "Development Activities" as defined in Utah Code Ann. §10-9A-101 *et seq.*, or the recording of any subdivision plat, a developer must file a cash bond, or an escrow bank account bond, or an irrevocable letter of credit as an improvement assurance in a form approved by the Willard City Attorney.

Section 2. Effective Date. This ordinance shall take effect immediately upon posting and publication in the manner so required by law.

PASSED by the City Council on this 10 day of March, 2022, by a vote of 4 For and 1 against.

Travis Mote
Mayor

Susan Obray
Susan Obray
City Recorder

JONES & ASSOCIATES CONSULTING ENGINEERS

MEMORANDUM

TO: Bryce Wheelwright – Willard City Planner

FROM: Zac Burk, P.E.
Municipal Engineer

CC: Jeremy Kimpton – Willard City Manager
Payden Vine – Willard City Public Works Director
Chris Breinholt – City Engineer

RE: Orchards Subdivision – Required Water Rights

Date: January 29, 2024

Bryce,

This memo is to highlight the required water rights that the Orchards Subdivision would need to supply to Willard City, based on city code 12-400-12 (1 Acre-ft/ERC). The Orchards Subdivision has already constructed Phases 1 & 2, with a combined total lot count of 17. This requires 17 acre-ft.

They have also proposed the remaining layout for this subdivision. None of the proposed lots appear to be larger than 1/3 acre. Most are closer to ¼ acre. This would add an additional 121 lots, and thus another 121 acre-ft of water rights needed to be turned over to the city.

The total water needed for all of the existing *and* proposed Orchards subdivision is 138 acre-ft. Keep in mind that the final water requirement will be based on the final plat and not the concept plan.

and federal governments. It was the premier view from Willard Bay State Park. A significant number of people passed through this area daily. What did Willard want them to see in the next thirty to fifty years? Willard had one of the mountain showcases along the Wasatch Front.

4. CITY COUNCIL REPORT

Time Stamp: 06:56 02/01/2024

Mayor Travis Mote welcomed two new members to the Planning Commission – Chad Braegger and Brian Gilbert. Both had previously served as alternates. Blake Harrop's term had ended, but he had agreed to serve as an alternate. Zack Hulsey felt he had a conflict of interest but had agreed to serve as an alternate until a replacement could be found.

Mayor Mote reported that one of the biggest topics at the last City Council meeting was the General Plan. Three members of the Planning Commission attended that meeting and were able to give input about the Planning Commission's thoughts. He felt the City Council got bogged down in the same issues the Planning Commission had. To give the three new Council members some time to digest things, the General Plan was tabled for two weeks.

Mayor Mote stated that one issue that made the General Plan more complex was how the Master Planned Community Zone would relate to the General Plan. He presented a master planned community checklist to the Planning Commission (see attached copy). He had sent the checklist to the staff to review with instructions to implement it immediately. He wanted to make sure Master Planned Community Zones were reviewed in an orderly manner. He encouraged the Planning Commission to read the Master Planned Community Ordinance and review the checklist. The checklist was open for draft. Master planned communities were forwarded to the Planning Commission by SLUA (Subdivision Land Use Authority). If there were things the Planning Commission wanted SLUA to address, the checklist could be modified. He intended for SLUA to complete the checklist by adding findings according to the code, and then forward it to the Planning Commission. He asked the Planning Commission to add their comments and findings and send the checklist to the City Council. He felt the checklist would keep track of comments, drawbacks, and benefits. He hoped the checklist would ensure all applicants were treated equally and would meet the ordinance and intent of the General Plan.

Mayor Mote stated Willard City was starting to get multiple annexation and subdivision requests from South Willard property owners because of Box Elder County's new policy requiring all land use changes to come to the municipality that included the property in its annexation policy declaration. He felt the process needed to be addressed in an orderly manner. If South Willard was going to become part of Willard, roads needed to connect, and the zoning needed to be similar. He didn't want to create two separate cities. In the last City Council meeting, he instructed the staff to work with the Planning Commission to propose a zoning map for South Willard that could be incorporated into the General Plan. He felt commercial locations needed to be identified and maintained. He asked Bryce Wheelwright to get a copy of Box Elder County's zoning map for South Willard for the Planning Commission to review.

5A. PUBLIC HEARING TO RECEIVE PUBLIC INPUT REGARDING A PETITION FROM HERITAGE LAND DEVELOPMENT TO REZONE APPROXIMATELY 48.19 ACRES LOCATED AT APPROXIMATELY 300 SOUTH 300 WEST FROM R-1/2 TO MPC (MASTER PLANNED COMMUNITY) (PARCEL NOS. 02-051-0004, 02-051-0062, 02-051-0085, 02-051-0264, 02-054-0005, 02-054-0007, 02-054-0009, 02-054-0011, 02-054-0012, AND 02-054-0013)

Time Stamp: 13:10 02/01/2024

Chairman Bodily read the Willard City Planning Commission's Rules of Order statement.

Commissioner Bingham moved to open the public hearing at 6:44 p.m. Commissioner Baker seconded the motion. All voted "aye." The motion passed unanimously.

Bryce Wheelwright stated that Heritage Land had applied to rezone 48.19 acres between 200 West and 500 West and 200 South to approximately 450 South. The property was formerly owned by Helen Jane Lemon. The first two phases of Heritage Land's subdivision, known as The Orchards, had been approved and were being constructed. Those phases were zoned R-1/2. Heritage Land was asking that the remaining property be zoned Master Planned Community to create community living area with a little higher density. The Planning Commission had not received a copy of the development agreement.

Garth Day, Heritage Land, stated that they were developing the old Helen Jane Lemon orchard. They had completed the first two phases located along and just west of 200 West. All of those lots were half-acre in size. They had been working to find the best use for the rest of the property. The property extended from 200 West west to the railroad tracks. Their concept plan included a road that would line up with 500 West to the north and 600 West to the south. They were proposing a mixed-use development. It would have a mixed use, but the primary use would be single-family residential. Their plan included two different types of lots, or homes, plus recreation. Their concept plan included eight acres of open space. Second West (200 West) was designed as an urban trail, and trails would be included trails throughout the development. There would be a pond with surrounding trails near the center. The corridor along the railroad tracks would ultimately be dedicated to UTA (Utah Transit Authority) for the Front Runner project. Until UTA started the Front Runner project, the corridor would include a trail that would extend from the north to the south end of the development. They were proposing patio homes on the northeast corner of the project. The patio homes would provide single level living on smaller lots approximately 8,000 square feet in size. The patio homes would include a recreation area with pickleball courts and parking. The balance of the development would be single-family lots ranging from 10,000 to 19,000 square feet with an average lot size of 16,000 square feet and an overall density of 2.5 units per acre. This would not be a high-density development. Willard Flood Control wanted to use the regional pond on the southwest corner as a detention basin and open space. Willard Flood Control also had a large, 36-inch drain line which ran through the property and under the interstate. They had designed around that drain line. The roads in the patio homes would be privately owned and maintained. The rest of the roads would be public. The private roads necessitated a homeowners' association. After discussions with the City administration, it did not appear the City was interested in owning the open space. So, they planned for the homeowners' association to cover the entire development to maintain and care for the open space. Modern rules for homeowners' associations required a reserve study to make sure the HOA fees would be appropriate so it would not fail. The development agreement included a one-year review period. One year after the HOA was established, the City would review it to make sure it was functioning properly.

Chairman Bodily opened the floor for public comments.

Bart Wade, 220 South 200 West, understood some of the reasons for proposal. He understood housing prices were ridiculous. However, patio homes and smaller lots were already available in Willard in the Deer Run and Granite Ridge Subdivisions. The most compelling argument against this development was the results of a recent survey that showed the citizens wanted half-acre lots. He felt that was what the City needed to stick to.

Mindi Vandersteen, 202 South Main, read that the developer was going to have an impact statement addressing how the development would impact the community. She couldn't find an impact statement in the Planning Commission packet. Was an impact study completed? She had a lot of concerns; one was traffic. She lived on 200 South and saw the traffic. The Wells Subdivision brought in 12 houses; the Braegger Subdivision brought in ten. There are already 17 homes in this area. When the development was being constructed, there would be a lot of gravel and cement trucks driving up and down 200 South. Only one road fed all this area. The proposed subdivision contained 120 lots. If each lot had two cars, there would be another 276 cars on 200 South. A family of two adults and three children would add 690 new residents. She spoke with a school board member who said they have no plans to build a school on the Kunzler property. The school board couldn't find people to work. If more students were added, what would it do to the infrastructure? As she looked at how this development would impact the community, the traffic was the one that irritated her the most. There were several school bus stops for elementary and junior high students on 200 South. She had seen cement trucks and gravel trucks run through the stop sign on 100 West. Those drivers were not aware of the community. Residents walked and biked on 200 South. She was also stressed about property taxes. Growth in the school district meant bonds and increased property taxes. Subdivisions were affecting everyone's pockets. She was concerned the development would raise property taxes, which was very hard for those on fixed incomes. She didn't like developments or neighbors. That was why she had an acre of land.

Keith Larsen, 150 South 200 West, stated that he and his wife were retired and on a fixed income. His property taxes had gone up every year for 24 years. If it continued, they would be priced out of their home. They also walked around the community. He was concerned about their safety when they walked on 200 South. It was terrifying as a pedestrian because it was so narrow. He felt traffic should be counted on 200 South and 200 West. They had become the busiest roads in Willard. The people who had moved into the new subdivision were wonderful people, and he was glad they were here. However, he asked about the reason or motive for the zoning change. He understood the master plan was for half-acre lots. They were proposing to move away from the plan. What good do it do to have a master plan, if no one followed it? Heritage Land had already rezoned this land from agricultural to half-acre lots. Now they wanted to have smaller lots. He did not feel that was part of the master plan. If Willard was going to have a plan, it needed to follow the plan, stick to its guns and keep the community a place where residents could feel safe and comfortable. He was all for the bike path on 200 West, but he was afraid to walk across the highway because of the additional traffic. The highway didn't have crosswalks or stop lights to manage the traffic. Big cities were looking for open space. The open space proposed on the concept plan wasn't open. It was closed space that wouldn't be accessible because of the private roads. There were four parks on the east side of town. There was only one park on the west side - the school playground. He didn't feel the city plan should be changed willy nilly every time a contractor came in who wanted to make money by putting in lots and lots of housing and adding congestion. He felt Willard needed to keep its lifestyle. He realized there needed to be growth, but he felt Willard needed to make and follow its plan.

Jordan Hulsey, 10 South 100 West, stated that she was speaking as a private citizen not as a Council member. She wanted to record her opposition to the rezone request. It already had a reasonable half-acre zone. Changing this area to Master Planned Community with its attached concept plan, would allow most of the lots to have less than 14,000 square feet. She felt that decision required careful consideration. There were three key reasons she felt the rezone should be denied. First, the rezone was likely to exacerbate the existing traffic issues the Planning Commission had already heard about. A higher housing density tended to bring increased vehicles, which would compromise the safety of the community and undermine the quality of life that Willard valued. Second, the shift to the Master Planned Community Zone contradicted the current vision statement of Willard City. Introducing a zoning change that did not align with the City's

vision jeopardized the essence of what made Willard a desirable place to live. It misaligned with our love and desire to keep Wilard rural, open, and beautiful. Third, the General Plan Draft that she believed was on the brink of adoption reflected the collected aspirations of the citizens and carefully laid out strategies for Willard's future. One of those aspirations was the strong desire to keep at least half-acre lots. The proposed Master Planned Community Zone stood in stark contrast to the Future Land Use Map that was outlined in the draft. Approving the rezone request would not only undermine the efforts put into the General Plan, but it would also send conflicting signals about the City's commitment to a well-thought-out development strategy. In light of recent discussions, the City Council had had about addressing requests for MPC Zones, the General Plan, and the Planning Commission's responsibility as representatives of Willard City, she urged the Commission to reject the rezone proposal and prioritize the long-term well-being of the community over short-term gains.

Loralee Darley, 374 South 200 West, said she had lived in Willard a little over a year. They moved to Willard to get out of Lehi traffic. She felt the proposed development would make traffic in Willard worse than Lehi. In 15 years, Lehi had grown from nothing to what it is today. Infrastructure in Lehi was terrible. Putting the proposed development behind her house would result in a big mess coming up 200 South. It was the smallest road in the town. If 200 West was meant to be a main road, why were the homes built so close together? Why wasn't it wider to accommodate the proposed trail? She didn't want bicycles in front of her house. Why were homes being added without stores, schools, and churches? Highway 89 was not developed for commercial growth to accommodate these homes. She moved here to get away from growth, she didn't want it in her back yard. Half-acre lots would be fine. She didn't feel Willard was big enough for the proposed development.

Marc Hamson, 240 North 200 West, realized the proposed plan was not super high density. He hoped the Planning Commission would stay in line with the current zoning and future land use maps that had been considered and were being considered. He asked the Planning Commission to consider infrastructure needs Willard might already be low on, such as traffic, and future water use. He felt Willard needed to focus on better infrastructure, such as a 650 South entrance to Highway 89, before it allowed more growth. That would allow for better traffic flow.

Brinton Neff, 423 North 200 West, stated that his perspective was different. All this ground was in the green belt. He felt the proposed subdivision would lower property taxes, not raise them. If Willard wanted people to work and build businesses, Willard had to welcome the growth. He felt the Master Planned Community Zone was a good tool. It gave the Planning Commission some control. If this was just a straight half-acre, it would be gridded out without parks or ponds or preservation of green space. The Master Planned Community Zone allowed Willard to get what it needed, such as parks. The way to fix traffic wasn't to stop future growth. Willard needed growth to provide needed funding to improve infrastructure.

Becky Kruitbosch, 396 South 200 West, lived in the first phase of The Orchards Subdivision. She moved to Willard for the quality of life and had loved it. They were against the proposed Master Planned Community Zone. Infrastructure was strained. Two Hundred South (200 South) was the only way to get out of the neighborhood. She felt most of the traffic would pass the bus stop her children used, which was a big concern for her. She wanted her children to be safe. A surge in growth could strain water and sewer services. The school district would be left to figure out what to do with the children. What about the strain on emergency services? A higher population would mean an increased demand for emergency services. Willard only had four police officers. What would it take to get more officers? There has been a recent increase in break-ins. Would higher density mean a higher crime rate? They relocated from the Roy/West Haven area. West Haven was promised nothing less than half-acre lots. When West Haven allowed smaller

lots, they had not been able to keep up with the growth, and there was a huge infrastructure strain. She was concerned about the quality of life. She urged the Planning Commission to consider the long-term implications of such a substantial housing increase; to prioritize the well-being of the existing community; and to be thoughtful about collaborative planning to ensure sustainable growth while preserving the great qualities of Willard.

Subsequent to the meeting, Mayor Mote asked that this email be entered into the record: "I am a Willard resident living on 200 West, and I am unable to attend the public hearing tonight. I want on record my strong opposition to the rezone request. I believe that the proposed rezone will cause high traffic through the neighborhood and create an unsafe environment for families with children. It would cause overpopulation of the area, thus undermining the quality of life that we so desperately love here in Willard." – Kristian Pearce.

Commissioner Dubovik moved to close the public hearing at 7:13 p.m. Commissioner Bingham seconded the motion. All voted "aye." The motion passed unanimously.

5B. RECOMMENDATION TO THE CITY COUNCIL REGARDING A PETITION FROM HERITAGE LAND DEVELOPMENT TO REZONE APPROXIMATELY 48.19 ACRES LOCATED AT APPROXIMATELY 300 SOUTH 300 WEST FROM R-1/2 TO MPC (MASTER PLANNED COMMUNITY) (PARCEL NOS. 02-051-0004, 02-051-0062, 02-051-0085, 02-051-0264, 02-054-0005, 02-054-0007, 02-054-0009, 02-054-0011, 02-054-0012, AND 02-054-0013)

Time Stamp: 45:50 02/01/2024

Chairman Bodily asked for the Planning Commission's thoughts. He felt the plan was pretty busy.

Commissioner Brian Gilbert wanted to see the development agreement before a decision was made.

Garth Day appreciated all the public comments. He felt they needed to go back and relook at their concept plan. Heritage Land was required to complete a traffic study. He could provide that study to the City.

Chairman Bodily realized that the streets were getting busier, but Willard was long way from having a full traffic capacity.

Garth Day stated that tonight was the first time he had heard about an impact statement. He would like the opportunity to prepare one. He wanted to take the public comments back to his design team. He thanked the Planning Commission for holding the public hearing and asked that the rezone be tabled to give them time to address some of the public's concerns.

Commissioner Bingham stated that there wasn't a specific density in the Master Planned Community Ordinance. He felt the intent of the Planning Commission and City Council was to have an overall density right around half-an-acre. Heritage Land had approximately 48 acres. An overall half-acre density would be 96 homes; Heritage Land was proposing 120. He asked that Heritage Land look at the density.

Garth Day stated that developers did not create a market. They responded to a need. It would be the dumbest thing in the world for them to build something and hope it would work. There was a huge amount of pressure; there was a housing crisis. Box Elder County hadn't felt it like other places, such as West

Haven, but it was growing. They were planning for the future. They couldn't plan for 50 years ago; those times were gone. Everyone had had families that now needed a place to live. Heritage Land was responding to a market. They provided shelters for people. As interest rates started to come down, he did not feel the pressure for Willard would go away. He felt it would get worse.

Mr. Day said they had tried to do the best they could on density, but they would go back and look at it. He heard Chairman Bodily's comment that this was a busy plan. He had also heard comments about open space. Heritage Land would be happy to have the city own the open space, but in their discussions with the City administration, it became clear that Willard wasn't ready for that. Willard didn't have the staff or resources to care for the proposed open space. Their remedy was an HOA, because somebody had to take care of it. They were more than happy to have discussions with the City about dedicating the open space in the development agreement. If he had a little time, he felt he could address the issues raised by the public.

Commissioner Baker asked how many houses were proposed in their original concept plan. Mr. Day thought it was 148. Commissioner Baker referred to a memo from the City Engineer, Zac Burk. The memo said there were 17 lots in Phases 1 and 2, and that the proposed MPC Zone would add 121 lots that were closer to a quarter-of-an-acre than a third of an acre. Mr. Day said there would be a variety of lot sizes. The average was around 16,000 square feet. Lots for the patio homes would be around 8,000 square feet. Some of the single-family lots would be around 10,000 square feet. The UTA corridor had reduced the size of the lots along the west side. Most of the 10,000 square foot lots were located along the UTA corridor. The lots in the middle of the development would range from 13,000 to 20,000 square feet.

Commissioner Baker asked about the private road between 200 West and 400 West. Garth Day explained that they were trying to take advantage of a private lane to provide additional access to their development. The proposed road did not have the right-of-way width required by Willard's Public Works Standards. Commissioner Baker asked if the patio homes would be gated. Mr. Day said they would not. A private street meant the right-of-way width was a little smaller. The asphalt width would be the same as a regular street, so most drivers wouldn't notice the difference. The private roads would be privately maintained, but they would be accessible for public use. Emergency services would be able to use the private roads. They would never be gated or closed. There would be a full width public street in the middle of the patio homes to accommodate Willard Flood Control's 35-inch storm drain line. The City Engineer did not want the line in a private road.

Commissioner Baker asked if 500 West would line up with 500 West on West Center? Garth Day said it would.

Commissioner Baker said she did not like the proposed concept plan.

Commissioner Baker once again asked how many homes Heritage Land originally proposed. Mr. Day said they originally planned to propose quarter acre lots throughout the entire development. The original plan included patio homes because there was a need for them.

Commissioner Dubovik said the MPC Zone was attractive to him because it allowed a developer to be flexible and creative and provide some compelling benefit to Willard. It also allowed the City to have a qualitative review to see if the benefits were worth allowing a little higher density or shifting density to one spot. The proposed concept plan had an overall higher density. He did not see a compelling reason to lower the density from the existing half-acre. What was the net benefit to the community at large?

Garth Day felt the proposed concept plan would provide variety and diversity in Willard's housing stock. Not everyone wanted a half-acre lot, and half-acre lots could waste a lot of resources. He felt the proposed development would provide a net tax increase. When the density increased, commercial retail and amenities would follow. Large businesses would not build here until the demographics were here. A third-acre lot was not a small lot. He did not feel third acre lots would take away from what was already in Willard. They were just smaller than a half-acre lot. Mr. Day reminded the Planning Commission that half-acre lots only came to be when septic tanks were needed. In the 1960's and 1970's, the health department decided 20,000 square feet was needed to put in a septic tank. Half-acre lots became the standard. Sanitary sewer was now available, and there was no longer a need for such large lots. Their plan included sewer. They would actually be increasing Willard's infrastructure.

Commissioner Bingham felt a half-acre density would be third acre lots when the land for streets was taken out. Mr. Day said a half-acre density was 1.85 units per acre. They were proposing a density of 2.5 units per acre, which was about a 25% increase in density. The trails would be public spaces. Part of the development agreement negotiations dealt with how to preserve the pond and whether it would be a public space. The HOA was not in place to keep open space private and keep people out. The HOA was meant to provide a way to pay for the open spaces. If the City wanted to establish a Parks Department and take over maintenance of the open spaces, they would be more than happy to build them and turn them over.

Garth Day felt all the open space would be a benefit to Willard. Two Hundred West (200 West) had been designed as an urban trail. The sidewalks they were proposing on 200 West were designed for an urban trail and would connect to trails throughout the development.

Mary Grimes, 175 West 200 South, stated that everyone's main concern was traffic on 200 West 200 South. Did this plan have another outlet? Were there other streets going to Highway 89? Garth Day said there would eventually be six streets connecting to Highway 89, but they had not been built yet. Ms. Grimes felt there needed to be consideration for evacuation. Mr. Day said it would take seven to eight years for the development to be built out.

Jodi Wade, 220 South 200 West, stated that there would still be a traffic problem in seven or eight years unless 200 South was widened. Garth Day said Deer Run had an obligation to build 200 West and 600 South. Another part of the development agreement was their offer to create a public infrastructure district to help pay for some of the offsite improvements.

A woman asked if the private road was a way to get around not being able to put in a city road because it was not wide enough. If the road was private, how could it be accessible to the public?

Commissioner Dubovik stated he lived on the east side of Willard and understood the difficulty of turning left onto Highway 89. He realized that the school density was not something Heritage Land could control, but it was something to consider and led him to lean toward a less dense neighborhood. He had been told that Willard would never be able to slow down traffic on Highway 89 to 35 mph or get another entrance onto Interstate 15. If Heritage Land and their colleagues wanted more favorable decisions, they needed to put their money where their mouth was and petition the State legislature to relieve some of Willard's concerns. Mr. Day said he couldn't do anything about the school district. Other communities were dealing with the same issues. For school districts it was a chicken and egg situation. Did they build a school thinking students would come, or wait until the students were there before? The State legislature had given them some tools, such as a public infrastructure district. Homes inside this development could be taxed differently to put in needed infrastructure. That was an option he wanted to explore with the city administration.

Commissioner Braegger felt the Planning Commission needed a copy of the development agreement before it could even begin to consider the MPC Zone for Heritage Land. Willard was not a fan of HOA's. There had been issues with HOA's in the past. He had worked with a lot of HOA's and felt they were a nightmare. If the citizens wanted parks on the west side of the community, Willard would have to pony up and establish a Parks Department to care for them. He also felt the patio homes needed to provide sufficient guest parking. According to Box Elder County, each unit should have 1.5 guest parking spaces. He agreed that traffic was an issue.

Commissioner Bingham moved to table consideration of a rezone petition from Heritage Land Development to allow them time to address concerns of the residents and Willard City. Commissioner Gilbert seconded the motion. All voted "aye." The motion passed unanimously.

5C. PUBLIC HEARING TO RECEIVE PUBLIC INPUT REGARDING A PETITION FROM LYNC CONSTRUCTION, LLC TO AMEND THE 2017 FUTURE LAND USE MAP OF THE WILLARD CITY GENERAL PLAN (CHAPTER 12-000) BY CHANGING THE FUTURE LAND USE DESIGNATION FOR APPROXIMATELY 32.77 ACRES LOCATED AT APPROXIMATELY 3700 SOUTH 1200 WEST FROM A-3 AND A-5 TO R1/2 (PARCEL NOS. 02-035-0061, 02-035-0063, AND 02-035-0079)

Time Stamp: 1:08:57 02/01/2024

Commissioner Baker moved to open the public hearing at 7:39 p.m. Commissioner Dubovik seconded the motion. All voted "aye." The motion passed unanimously.

Commissioner Braegger stated that this item might be a conflict for him. He recused himself from the discussion.

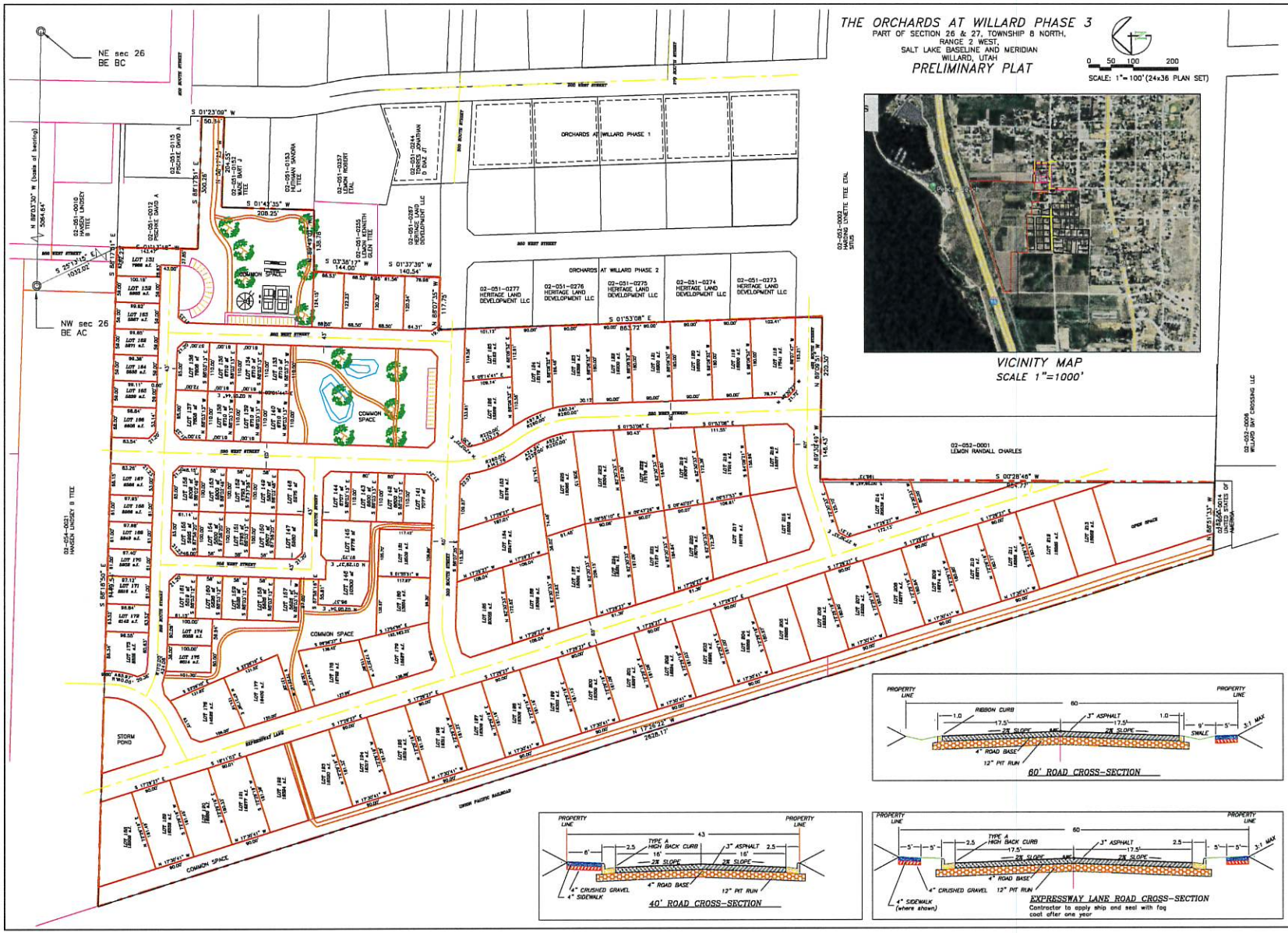
Bryce Wheelwright stated that the property in question was located on the north end of Willard City. It did have a Perry address, but it was located on 200 West. It was currently zoned A-5. The current Future Land Use Map designated the property as both A-3 and A-5. Lync Construction had submitted a petition to amend the Future Land Use Map to change the future land use designation from A-3 and A-5 to R-1/2. Lync Construction proposed a development of half-acre lots.

Pat Burns, Lync Construction, stated that he had attended the work sessions during which the Planning Commission and City Council had discussed the draft General Plan and Future Land Use Map. He was trying to follow the future land use the Planning Commission and City Council had proposed. He would like to rezone this property for a half-acre density. The first step was to amend the future land use map.

Chairman Bodily opened the floor for public comments.

Bart Wade, 220 South 200 West, stated that Willard did not need a mass of houses. He was not opposed to growth, but he hoped Lync Construction didn't come back and request something less than R-1/2. He felt the current Planning Commission would impact the future of Willard more than any other Planning Commission ever would now or in the future. He asked the Planning Commission not to fall for the notion that half-acre lots were old-fashioned. There wasn't anything wrong with half-acre lots.

Rolin Hinrichsen, 3580 South 1200 West, Perry, stated that he had addressed the Planning Commission numerous times. In this meeting he had heard only one person support growth. He hoped the Planning



OWNER/DEVELOPER
HERITAGE LAND DEVELOPMENT LLC
ATTN: DARIN DAY
AF 2345 N. MAIN
TREMONTON, UTAH 84337
435-730-8208

ALLIANCE CONSULTING ENGINEERS
1307 EAST 200 NORTH SUITE P
LOGAN, UTAH 84321
(435)755-5121

PROJECT TITLE: THE ORCHARDS AT WILLARD PHASE 3
PART OF SECTION 26 & 27, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASELINE AND MERIDIAN WILLARD, UTAH

DRAWING TITLE: PRELIMINARY PLAT

DATE: APRIL, 2024

DRAWING No.

June 7, 2024

John Newhall said the easement would be recorded concurrently with the subdivision plat. He would have his engineer remove the addresses on the north side of Lots 105, 127, 128, 129, 130, and 131, and add a comment restricting those lots from having access onto the Staker Parson ingress/egress easement.

Chris Breinholt stated that there was an easement required for Phase 5 which was a separate document from the plat. The easement addressed storm water leaving Phase 5 and entering Phase 6. John Newhall said they had already recorded that easement.

Chris Breinholt felt the city administration needed to check to see if the original PUD required fencing along the ingress/egress. John Newhall asked if required fencing would be applicable in Phase 4. Mr. Breinholt said it wouldn't because the ingress/egress was next to open space. Madison Brown stated that she would read the PUD Ordinance and original development agreement to determine if there were fencing requirements.

Payden Vine asked if it was okay for the city to tie into the ingress/egress easement. Mr. Breinholt said that had already been agreed to.

Madison Brown listed the SLUA findings – an easement to be recorded with the plat for the channel and the basin, removal of address for the six lots fronting the Parson ingress/egress, and addition of a note for those lots restricting access onto the private ingress/egress.

Chris Breinholt asked Zac Burk to determine if the water line needed to be connected with a PRV. Zac Burk said there was a PRV at the bottom of Saddleback Road.

Madison Brown said the west side of Lot 105 did not comply with the minimum 70-foot frontage requirement. She would check frontages and let John Newhall know if there were any that needed to be corrected.

Jeremy Kimpton suggested that this subdivision be tabled so these questions could be answered.

Payden Vine moved to table consideration of the preliminary plan for Granite Ridge Phase 6 until the plat was updated. Michelle Drago seconded the motion. All voted "aye." The motion passed unanimously.

2C. CONSIDERATION OF A CONCEPT PLAN AND REZONE REQUEST FROM R1/2 TO MPC FROM HERITAGE LAND DEVELOPMENT FOR APPROXIMATELY 48.19 ACRES LOCATED AT APPROXIMATELY 300 SOUTH 300 WEST (PARCEL NOS. 02-051-0062, 02-051-0085, 02-051-0264, 02-051-0004, 02-054-0005, 02-054-0007, 02-054-0009, 02-054-0011, 02-054-0012, 02-054-0013) (CONTINUED FROM APRIL 25, 2024)

Time Stamp: 0:49:05 - 05/30/2024

Jeremy Kimpton was excused at 3:57 p.m.

Madison Brown stated that Garth Day had made changes to the concept plan for Orchards Subdivision based on his discussion with the SLUA on April 25th.

Garth Day, Heritage Land, stated that the concept plan was associated with their request to rezone the balance of the subdivision from R-1/2 to MPC (Master Planned Community). When he met with SLUA on

April 25th, he felt everybody was okay with the concept plan, except Chris Breinholt who did not like the 40-foot road proposed in the patio home area. The concept plan had been revised to address that concern.

Mr. Day explained that all the roads would be public. They kept the 40-foot road cross section to maintain the rural village feel, but the asphalt width had been expanded to 32 feet. The sidewalks would be against the curb and would be five-feet in width rather than four-feet. With that change he asked that the SLUA forward their concept plan and rezone request to the Planning Commission.

Payden Vine asked about the impact statement. Garth Day said he completed the checklist created by the mayor. He felt the checklist sufficed for an impact statement. Michelle Drago asked for a copy of the checklist.

Michelle Drago asked if the revised plan and road widths mean the development agreement needed to be revised and updated. Garth Day said the development agreement was tied directly to the plan. There were some revisions that would have to be approved by the city attorney. Mrs. Drago said the revised development agreement would be needed before the concept plan could be sent to the Planning Commission.

Madison Brown asked if any of the roads would be private. Garth Day said the Planning Commission didn't want an HOA. Heritage Land wanted to keep the compact roads in the patio home area. They wanted it to look like a rural village. The city engineer wanted to have at least 32 feet of asphalt, which they had added. Mr. Day felt 32 feet of asphalt would allow room for all the public utilities and provide the ability to push snow. Mr. Day said the middle road running north and south through the patio homes (320 West) would be 60-feet in width to accommodate the city's existing sewer line. If the 40-foot roads were too uncomfortable for Public Works, Heritage Land could execute an HOA.

Mr. Day said Heritage Land could do the same thing with the open spaces if the city wasn't ready to take them on. The MPC development agreement allowed them to time the installation of the open spaces. They could push out the open spaces until Willard was ready to maintain them. They could create a public improvement district or special assessment area that would allow them to own and operate the open spaces for a few years. They could be as flexible as Willard needed them to be, which was the beauty of an MPC Zone. When they restructured the plan, they moved the open spaces to fit on a public right-of-way to make them more accessible and not so isolated.

Mr. Day stated that after listening to the public and the Planning Commission they proposed a rural road standard in the bigger lot section to the south. They cut out several lots and most of the roads. The roads would have drainage swales and no curb and gutter, even though there was curb and gutter in the first two phases. The rural road section reduced infrastructure costs. He realized the rural roads did have maintenance issues, which the city would have to deal with if it wanted rural roads.

Mr. Day said the only way to allow them to increase lot sizes and reduce density was to reduce their costs. The overall density would be 2.5 units per acre. The underlying density was R-1/2. The MPC did have an increased density.

Chris Breinholt asked what rural roads had to do with density. Mr. Day said rural roads reduced their infrastructure costs. They lost 20 lots. They could afford to have fewer lots if they weren't paying for storm drain and curb and gutter. They could afford to reduce the number of lots if they could reduce the infrastructure costs.

Garth Day reviewed the MPC Checklist that he had completed with the SLUA (see attached copy). He felt the checklist also served as a community impact statement.

Mr. Day said Heritage Land also created an economic report that showed the tax consequences, which he could provide. Madison Brown said the city manager would like a copy of that report. Heritage Land started The Orchards in 2020. He felt it would take eight to ten years to complete the subdivision.

Madison Brown asked about the development agreement. Garth Day said he had been working with the city attorney. However, he was at a standstill. He needed the SLUA comments regarding the roads in order to move forward with the development agreement.

Payden Vine wanted to make sure there wouldn't be any on-street parking on the roads that were 40 feet wide. Mr. Day said the 40-foot roads would not have on-street parking. There was some parking provided near the pickle ball courts. He felt the open space plan needed to be refined if it was really going to be public open space. Mr. Vine agreed.

Chris Breinholt stated that the 40-foot right-of-way proposed by Heritage Land included sidewalk on private property. He felt that was an attempt to circumvent lot sizing and setback requirements. Public sidewalks should not be included on a private lot. Willard City was required by state law to come up with a standard for a 40-foot right-of-way.

Garth Day did not feel Heritage Land was not trying to circumvent anything. They wanted to create something different. The proposed 40-foot road section was a standard being used in Idaho. They split the sidewalks. The proposed sidewalk was adjacent to the curb, and the first two feet of the five-foot width was part of the public right-of-way. It could be used for stacking snow. The additional four feet was for pedestrian traffic. Mr. Breinholt said it was actually 1 ½ feet, not two.

Chris Breinholt did not feel the required front yard setback should include public sidewalk. A property line should start behind the sidewalk where public improvements ended. At a bare minimum, this street section should be 49 feet. That would provide six feet of sidewalk if it was butted up against the curb on both sides. SLUA did not have the authority to approve any of the roads because they did not comply with Willard's current public works standards. One possibility was to have a sidewalk on only one side of the street and shift the road over. Sidewalk on only one side would require a 43-foot right-of-way. He would rather do that than have large portions of the public sidewalk on private property.

Garth Day stated that their plan was for the patio homes to feel like a rural village. They didn't want to have run-of-the-mill patio homes. He felt they could make the road wider if that was what Willard required. They were trying to find a creative solution. They could make all of the roads private. Chris Breinholt did not feel the city wanted the roads to be private.

Garth Day stated that Heritage Land was trying to balance density, costs, and a rural fee with what the city and public wanted.

Chris Breinholt felt the improvements in this development should be consistent. Willard had a curb and gutter standard. Everything in this subdivision up until now had followed that standard. Now everything was being flip flopped. He felt having no curb and gutter in the rest of the subdivision would have a negative appearance. The improvements needed to be consistent. As the city engineer his job was to follow the city standard. The standard was curb and gutter. The path to alternate road sections did not lie with SLUA.

Garth Day stated that Willard was not the only small community struggling with this issue. These communities wanted to be rural, but they had high-end municipal standards. Some larger communities were moving away from curb and gutter because of storm water issues. He was trying to make the development work for everybody, which was a balancing act.

Chris Breinholt stated that no sidewalk was shown on the 60-foor road section. Garth Day said there was supposed to be a sidewalk. Mr. Breinholt said Willard had a low impact road section that wasn't this wide that had a sidewalk.

Chris Breinholt recommended that the curb and gutter continue throughout the development for consistency's sake, but he was not on the Planning Commission or the City Council.

Garth Day stated that if he went back to curb and gutter, he would have to add twenty lots back to cover the infrastructure costs. That was why the MPC Zone worked. It allowed them to have some creativity. It allowed them to build something outside of the typical standards. He would change the 40-foot road section to 43 feet with sidewalk on one side.

Chris Breinholt stated that the proposed road sections did not comply with the city standards. He did not feel SLUA could make a recommendation. He also noted that the west road would be a collector street. It needed to be a full-width road with curb and gutter.

Michelle Drago asked if the concept plan should be tabled until the 40-foot road section was updated.

Garth Day stated that he would update the cross section for the narrower roads to the 43-foot width suggested by the city engineer. He asked that the current concept plan be forwarded to the Planning Commission with that change. The Planning Commission and City Council were the bodies that would approve the rezone and the plan. He needed the plan to be moved forward.

Madison Brown suggested just moving the rezone forward. Garth Day said the rezone to MPC was tied to the concept plan. After the public hearing, Heritage Land changed the concept plan to have less density and a more rural feel.

Madison Brown felt the concept plan could be forwarded to the Planning Commission with the updated 43-foot cross section and an updated development agreement. Garth Day said he could not update the development agreement until SLUA approved a concept plan. He hoped SLUA would make a recommendation to the Planning Commission with whatever conditions it wanted. Then he could incorporate those conditions into the development agreement.

Chris Breinholt stated that if SLUA was going to make a recommendation to the Planning Commission for a development without curb and gutter, which he did not like, it should include curb and gutter on 500 West because it would be a collector street. If the rest of the roads were to have no curb and gutter, they should follow the minor road standard in Willard's Public Works Standards. It was the only way to have room for a sidewalk, pavement, and a swale. If the smaller roads were acceptable to the Planning Commission and City Council, the sidewalk should not be on private property. The sidewalk should be part of the public right-of-way. He didn't have a problem with the sidewalk on one side of the road in that area. The SLUA could not approve the roads because they did not fit the standards. A body with more authority would have to make that call.

Madison Brown asked if the concept plan needed to be changed and brought back to SLUA, or could the changes be made and forwarded to the Planning Commission. The SLUA felt the concept plan could be forwarded to the Planning Commission with the changes recommended by the city engineer.

Garth Day felt he could have the concept plan and development agreement updated in time for the June 20th Planning Commission meeting.

Chris Breinholt did not support the use of the rural road section in this development. Zac Burk agreed. Willard wanted to remain rural, but it had a lot of storm water problems.

Payden Vine moved to forward the concept plan to the Planning Commission for consideration subject to the changes recommended by the city engineer. Zac Burk seconded the motion. All voted "aye." The motion passed unanimously.

Chris Breinholt didn't want to hear from the Planning Commission and City Council that SLUA was sending plans that didn't fit the code. If those bodies wanted to support the proposal from Heritage Land that was their decision. His job and SLUA's job was to enforce the code.

2D. CONSIDERATION AND APPROVAL OF APRIL 25, 2024, MINUTES

Jeremy Kimpton moved to approve the April 25, 2024, minutes as written. Madison Brown seconded the motion. All voted "aye." The motion passed unanimously.

3. ADJOURN

Payden Vine moved to adjourn at 4:40 p.m. Michelle Drago seconded the motion. All voted "aye." The motion passed unanimously.

Minutes were read individually and approved on: _____

_____ _____

Madison Brown, City Planner Michelle Drago, Deputy City Recorder

dc: SLUA 05-30-2024

Willard City Master Planned Community Zone Review Sheet

1. What elements of the MPZ design enhance or maintain the rural nature of Willard City (12-106- 1)?

The rural road standard and large lots that are a large portion of the overall development. The associated public walkable trail system, that is integrated with the masterplan.

2. What benefits and costs will the proposed MPZ have in Willard City (12-106-1)?

New housing stock; Increased tax base and revenue.

3. Is the proposed MPZ a minimum of 20 acres (12-106-2)

Yes

4. What is the nature of the Open space (12-106-3)

Public.

Is it a minimum of 20%? Yes. 21.5%

Are unbuildable area such as wetland and steep slopes excluded from the acreage calculation? NA

Are all acres of the open space eligible under 12-106-3? Yes.

5. Is the MPZ applicant requesting to pay a fee in lieu of open space (12-106-4)? No

   a. Has an appraisal of the acreage in question been completed and provide to the city? NA

   b. What portion of the 20% open space is being removed from the open space? NA

   c. What will the use of the land that would have been open space be? If housing, what is the increase? NA

6. Describe how the density is consistent with the policies of the general plan including the future land use map (12-106-5)?

Underlying zone provides for ½ lot sizes. The MPC zone proposal increases the density to 2.5 units per acre. Promotes a safe, welcoming, and stable residential neighborhood. Strengthens the ability of residents to remain within their homes or within the city through all stages of life. Promotes housing choices while preserving the City's character.

7. Has a complete site plan been submitted (12-106-6)? Yes

8. Will the MPZ will be developed in phases (12-16-8)? yes

   a. Are the phases logically ordered based on existing Willard infrastructure? Yes

   b. Are all phases independent of other phases? NA

9. Has a development agreement been submitted by the applicant (12-106-12)? Yes

   a. Does developer agree to bare all costs for improvements required by the MPZ? Yes

   b. How does agreement provide for the management of the proposed open space? City owned/maintained.

   c. Does the agreement document the water transfer of water rights required per the Willard
   City subdivision ordinance? Yes

10. Describe how the proposed MPZ meets the guidelines and policies of the general plan including: the community vision, values, future land use section and map, planned roads and trails (12 106-14). It provides for protection of resources, such as water and builds city infrastructure such as roadway that will enhance future transportation and circulation. Maintains the small-town atmosphere of the City. Provides housing opportunities for present and future residents.

11. Describe the surrounding land uses and zoning. How does the proposed MPZ provide equal or greater compatibility with the existing land uses than the current zoning or future land use map zoning (12-106-14)?

    Consistent with surrounding residential areas.

12. Are any of the additional factors for consideration applicable (12-106-14)? If yes, which ones? Explain: The proposed rezone conforms to the guidelines and policies of the General Plan; and The MPC Zone provides does provide equal or greater compatibility with adjacent land uses.

13. Police, Fire, Engineering, and Public Works departments have all reviewed the plans. List any concerns.

DEVELOPMENT AGREEMENT
FOR
THE ORCHARDS AT WILLARD MASTER PLANNED COMMUNITY ZONE

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2024 (the "Effective Date"), by and between the CITY OF WILLARD, a Utah municipal corporation, hereinafter referred to as "CITY," and _____, a Utah limited liability company, hereinafter referred to as "Developer." The CITY and Developer are hereinafter collectively referred to as "Parties."

RECITALS

A. Developer is the owner of approximately 48.13 acres of land located within the CITY OF WILLARD as is more particularly described on EXHIBIT A, attached hereto and incorporated herein by reference (the "Property").

B. On (add Date), the CITY Council approved a zone change as shown in Exhibit B with the conditions laid out within this agreement.

C. Developer has proposed a Preliminary Site Plan EXHIBIT C.

D. Developer is willing to design and construct the project in a manner that is in harmony with and intended to promote the long range policies, goals, and objectives of the CITY's general plan, zoning and development regulations in order to receive the benefit of vesting for certain uses and zoning designations under the terms of this Agreement as more fully set forth below.

E. The CITY Council accepted Developer's proffer to enter into this Agreement to memorialize the intent of Developer and CITY and decreed that the effective date of the Vesting for the zoning be the date of the execution and delivery of this Agreement and the recording thereof as a public record on title of the Property in the office of the Box Elder County Recorder.

F. The CITY Council further authorized the Mayor of the CITY to execute and deliver this Agreement on behalf of the CITY.

G. The CITY has the authority to enter into this Agreement pursuant to Utah Code Section 10-9a-102(2) and relevant municipal ordinances, and desires to enter into this Agreement with the Developer for the purpose of guiding the development of the Property in accordance with the terms and conditions of this Agreement and in accordance with applicable CITY Ordinances.

H. This Agreement is generally consistent with, and all preliminary and final plats within the Property are subject to and shall conform with, the CITY's General Plan, Zoning Ordinances, Master Planned Community Zone and Subdivision Ordinances, and any permits issued by the CITY pursuant to CITY Ordinances and regulations.

I. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the CITY to allow and regulate such development pursuant to the requirements of this Agreement.

J. The Parties understand and intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to, the terms of Utah Code Ann. § 10-9a-102.

K. The Parties intend to be bound by the terms of this Agreement as set forth herein.

L. The CITY and Developer recognize the development may result in tangible benefits to the City, including a possible increase of the CITY's tax base and the development of public amenities, and the Parties are therefore willing to enter into this Agreement, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CITY and the Developer hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

2. Zoning. The Property shall be developed in accordance with (i) the requirements of the Master Planned Community Zone as shown on EXHIBIT B, (ii) all other features as generally shown on the Preliminary Site Plan, and (iii) this Agreement. The Developer shall not seek to develop the Property in a manner that Deviates Materially from the attached Preliminary Site Plan in EXHIBIT C except as approved by the Willard City Council after receiving a recommendation from the Willard City Planning Commission on the Developer's proposed changes to the Preliminary Site Plan. The term "Deviates Materially" shall not include, for example, minor survey adjustments to the locations of lot lines, utilities and public improvements or the substitution of landscaping products for similar products, but shall include changes in project access, changes in average lot size, changes that would not be permitted under the City's Ordinances or building codes, and changes in the size, general location and specifications of utilities, roads, and public improvements.

3. Governing Standards. Developer will submit a Preliminary Site Plan in a form and detail acceptable to the CITY as provided below. Prior to the approval by the CITY of any phase of the Project, Developer shall submit final project plans for such phase (the "*Final Project Plans*"), together with all other documentation, applications and submissions required and deemed necessary by the CITY for compliance of such phase of the Project with the Willard City Zoning and Land Use Ordinances and the Master Planned Community Zone Ordinance. Final Project Plans for each phase of the project shall include all improvements required by this Agreement, the ordinances and construction standards of the CITY, including setbacks, infrastructure, utilities, landscaping, open space, easements, grading, drainage, fences, sound barriers and architectural design as necessary under the CITY Ordinances to obtain CITY approval. If the CITY rejects or requests modifications to any portion of the Final Project Plans, Developer shall

cause new or corrected Final Project Plans to be prepared and submitted to the CITY. All portions of the Project must be developed in accordance with the Master Planned Community Zone Ordinance, the Preliminary Site Plan, the approved Final Project Plans, the CITY ordinances, the construction standards of the CITY and those specific approvals that Developer may request and the CITY may hereafter approve. No material amendments or modifications to the Final Project Plans shall be made by Developer without the prior written approval of the CITY which shall not be unreasonably withheld.

4. Building Permits. For each phase of the project, Developer shall provide all documents and information necessary for the issuance of a building permit by the CITY for infrastructure improvements, including specific construction plans and specifications for all required project improvements, engineering plans, construction financing documentation, surety bond, general contractor agreements, budget, evidences of insurance, construction schedule, and similar matters, shall be submitted by Developer. Prior to the issuance of building permits for homes or other vertical construction, Developer shall also provide evidence that all individual lots within the final plat for each phase of the project have been staked by a licensed surveyor, installation of the public water lines, secondary water lines and stubs to each lot, charged fire hydrants, sanitary sewer lines and stubs to each lot, fiber optic conduit (by Developer or the applicable provider), street lights and public streets (including all weather access, curb, gutter, and pavement with at least the base course completed), certifying such structures have been completed and accepted by the CITY. Developer shall dedicate to CITY one-acre feet of water per ERU for their project.

5. Certificate of Occupancy. No Certificates of Occupancy shall be issued by the CITY for any structure within the applicable phase of the Project until water, sewer, and gas lines to the structure are installed and functional, street signs are installed, and all electric lines are installed and functional.

6. Time Limitation for Improvements. All water lines, including secondary water lines, sanitary sewer collection lines, storm water lines and facilities, fiber optic conduit, streets, curbs, gutters, sidewalks, streetlights, and trails shall be installed as shown on the final plat of each phase of the project, and in compliance with the standards and specifications of the CITY in effect at the time of approval of the final plat of such phase. After two (2) years from the date of approval of each phase, at the CITY's sole discretion, any development improvements that have not been completed by Developer, may be completed by the CITY by using any guaranty bond money to complete the development improvements.

7. Additional Specific Developer Obligations. As an integral part of the consideration for this agreement, the Developer voluntarily agrees as follows:

a. Guaranteed Density and Uses. CITY specifically acknowledges that at build-out Developer shall be entitled to a total overall density of 150 ERUs, including within the Project. That density equals approximately 3.0 residential units to the acre. The Developer shall provide a table on the preliminary plat with each phase of development the total number of ERUs that have been approved for the total project.

8. Construction Standards and Requirements. All construction on the Property at the direction of the Developer shall be conducted and completed in accordance with the CITY Ordinances and Design Standards, including, but not limited to infrastructure construction, setback requirements, minimum lot sizes, building height requirements, lot coverage requirements and all other zoning requirements.

a. The CITY shall accept all improvements which are intended for public use and which have been constructed by Developer or its agents in accordance with the CITY's standards and as shown on the approved construction drawings.

b. Unless otherwise specifically approved by the CITY Council and clearly labeled on the final subdivision plat, all roads within the Project shall be public roads. Upon final acceptance of such roads as having been constructed in conformity with all approved plans and CITY standards, CITY shall be responsible for maintenance of the roads at the same level of maintenance applicable to other similar roads within the CITY. CITY shall not be responsible for maintenance of any private road within the Project.

9. Reimbursement for Improvements. Developer and the CITY may enter into an agreement whereby the developer is reimbursed by the CITY for the cost of constructing eligible public facilities. All reimbursement agreements shall comply with CITY Code.

10. On-Site Processing of Natural Materials. Notwithstanding anything to the contrary herein, Developer and its agents shall be permitted to extract and process the natural materials located on the Project, such as aggregate (rock, sand or gravel), for temporary purposes and in connection with the grading, excavation, and other ordinary and customary development processes for the Property. Such natural materials may be sold and/or used in the construction of infrastructure, homes, or other buildings or improvements located on the Property and in other locations outside the Property. No extraction, processing or other form of mining activity shall occur on the Property unless the party desiring to conduct such activity has, prior to the commencement of such activity, obtained all necessary permits and grading approvals from CITY which may be the approved construction plans.

11.

Park Development and Trail system improvements (Open Space). The Developer agrees to install the Open Space and trail system as described on the approved site plan. In good faith, the Developer agrees to complete this requirement as soon as practically possible, and the Developer and City agree that the Open Space shall be completed before issuing a certificate of occupancy for the final building of this Development. The open space as contemplated shall be open to the public and shall be maintained by City.

12. Secondary water improvements. The developer desires to create a secondary water company to provide secondary water service for the development. It is contemplated that the City and the Developer will use existing water rights and other resources necessary to achieve this service.

13. PID Creation. City and Developer agree to enter int a separate agreement should both party desire to create a PID.

14. Vested Rights and Reserved Legislative Powers.

a. Vested Rights. As of the Effective Date, Developer shall have the vested right to develop and construct the Project in accordance with the uses, maximum permissible densities, intensities, and general configuration of development established in the Approval Documents, subject to compliance with the CITY Ordinances, the goals and polices of the CITY's General Plan, and Master Planned Community Zone Ordinance in existence on the Effective Date. The Parties intend that the rights granted to Developer under this Agreement are contractual. The Parties specifically intend that the execution of this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann., §10-9a-509. However, Developer agrees and acknowledges that upon execution of this Agreement, Developer's approval is contingent upon Developer proceeding with the project with "reasonable diligence."

1. Examples of Exceptions to Vested Rights. Notwithstanding the foregoing, the Parties understand and agree that the Project will be required to comply with future changes to CITY Laws that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the CITY that would be applicable to the Project:

15. Developer Agreement. Future laws that Developer agrees in writing to the application thereof to the Project;

16. Compliance with State and Federal Laws. Future laws which are generally applicable to all properties in the CITY and which are required to comply with State and Federal laws and regulations affecting the Project;

17. Safety Code Updates. Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare; or,

18. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the CITY to all properties, applications, persons and entities similarly situated.

19. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the CITY (or a portion of the CITY as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

20. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.

21. Reserved Legislative Powers. The Developer acknowledges that the CITY is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the CITY all its police power that cannot be so limited. Notwithstanding the retained power of the CITY to enact such legislation of the police powers, such legislation shall not modify the Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 10-9a-509 of the Municipal Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. CITY of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law

a. Off-Site Project Improvements. Developer may be required to install off-site improvements without participation or reimbursement from the City or surrounding property owners. Such improvements are identified as "Project Improvements" as defined by Utah Code Annotated 11-36a-102 (14), which generally include improvements that are: 1) planned and designed to provide service for the Development; 2) necessary for the use and convenience of the occupants or users of the Development, and 3) improvements that are not identified or reimbursed as a "System Improvement" as defined by Utah Code Annotated 11-36a-102 (21).

21. Inspection and Approval by the City. The CITY may, at its option, perform periodic inspections of Developer's records of the project related to compliance with this Agreement and the Final Project Plans, and of the public improvements being installed and constructed by Developer or Developer's contractors and hold preconstruction meetings with Developer and such contractors as deemed necessary by CITY. Developer shall warrant the materials and workmanship of all public improvements installed in the project for a period of twelve (12) months from and after the date of final inspection and approval by the CITY of the public improvements.

22. Water Dedication. In accordance with Willard City Code Chapter 12-400-12, Developer agrees and shall convey water rights, both culinary and secondary water, to the City in an amount sufficient for the future needs of the Project.

23. Name Designation of MPC Zone. Contingent upon the execution of this Agreement, the development, and its accompanying property, are zoned as an MPC Zone and shall be designated and known as "MPC The Orchards at Willard."

23. Default. An "Event of Default" shall occur under this Agreement if any party fails to perform its obligations hereunder when due and the defaulting party has not performed the delinquent obligations within sixty (60) days following delivery to the delinquent party of written notice of such delinquency. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a party shall not be in default so long as that party commences to cure the default within that 60-day period and diligently continues such cure in good faith until complete.

24. Default and Remedies. Failure of a party to perform any of the Party's obligations under this Agreement within a thirty (30) day period (the "**Cure Period**") after written notice thereof from the other party shall constitute a default ("**Default**") by such failing party under this Agreement; provided, however, that if the failure cannot reasonably be cured within thirty (30) days, the Cure Period shall be extended for the time period reasonably required to cure such failure so long as the failing party commences its efforts to cure within the initial thirty (30) day period and thereafter diligently proceeds to complete the cure. Such notice shall specify the nature of the alleged Default and the manner in which such Default may be satisfactorily cured, if possible. If the Default is cured, then no Default shall exist and the noticing Party shall take no further action.

a. In the event of an uncured Default, the non-defaulting party shall, in addition to any other remedy allowed by law, be entitled to the court's imposition of specific performance and /or injunctive relief, but not monetary damages. All rights and remedies under this Agreement, and /or statute or common law shall be deemed cumulative and the selection of one of the rights or remedies shall not be deemed a waiver of any other right or remedy.

b. If CITY elects to consider terminating this Agreement due to a Default by Developer, then CITY shall give to Developer written notice of CITY's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by CITY's legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If CITY's legislative body determines that a material uncured Default has occurred and is continuing, CITY may thereafter pursue the remedy of termination through an appropriate judicial proceeding.

25. Specific Acts of Default. The Parties hereto agree that any of the following occurrences, acts or failure to act shall constitute a Default by Developer, for which CITY may elect to terminate the agreement in accordance with Section 8 above: (a) the filing of a petition in bankruptcy by Developer, (b) foreclosure on any portion of the Property which has the effect of creating an unapproved or illegal subdivision under Utah law or CITY ordinances, (c) the Developer's failure to comply with the requirements of any Section above, or (d) Developer's failure, without good cause as determined in good faith by CITY, for a period of one (1) year to commence construction of improvements in any new development phase, including the initial phase l. Upon such termination, all approvals or development rights granted hereunder to Developer shall lapse and all obligations of CITY hereunder shall cease. In the event Developer is not able to commence construction of improvements of the project or any new phase of development within a one (1) year period, Developer may request an extension of time from the Willard City Council of which said request should not be unreasonably withheld.

26. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer:

(Insert Address)
Phone:

To the City: CITY OF WILLARD
80 W. 50 S.
Willard, Utah 84302
(435) 734-9881

27. General Term and Conditions.

a. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

b. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors, and assigns (to the extent that assignment is permitted). Without limiting the generality of the foregoing, a "successor" includes a party that succeeds to the rights and interests of the Developer as evidenced by, among other things, such party's submission of land use applications to the CITY relating to the Property or the Project.

c. Non-Liability of CITY Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the CITY shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the CITY, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

d. Third Party Rights. The Parties to this Agreement are Developer and City. There are no other intended third-party beneficiaries of this Agreement. The Parties acknowledge that this Agreement refers to a private development and that the CITY has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the CITY has accepted the dedication of such improvements

e. Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement will be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

f. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the CITY and the Developer.

g. Agreement to Run with the Land. This Agreement shall be recorded in the Office of the Box Elder County Recorder against the Property and is intended to and shall be deemed to run with the land, and shall be binding on and shall benefit all successors in the ownership of any portion of the Property.

h. Performance. Each party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy or other approvals associated therewith.

i. Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

j. Construction. This Agreement has been reviewed and revised by legal counsel for both the CITY and the Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

k. Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the CITY shall be given or withheld by the CITY in compliance with this Agreement and the CITY Ordinances.

l. Approval and Authority to Execute. Each of the Parties represents and warrants as of the Effective Date this Agreement, it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

m. Termination.

i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the final plat for the Property has not been recorded in the Office of the Box Elder County Recorder within five (5) years from the date of this Agreement (the "Term"), or upon the occurrence of an event of default of this Agreement that is not cured, the CITY shall have the right, but not the obligation, at the sole discretion of the CITY Council, to terminate this Agreement as to the defaulting party (*i.e.*, the Developer). The Term may be extended by mutual agreement of the Parties.

ii. Upon termination of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the CITY and the defaulting party to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner.

28. No Assignment Without the City's Written Consent. The CITY is willing to enter into this Agreement because Developer has represented that it has the ability and experience to, and has committed to, develop the Project. Developer may not assign this Agreement or any of Developer's rights hereunder without the prior written consent of the CITY, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignee approved by the CITY shall consent to be bound by the terms of this Agreement as a condition of the assignment. The CITY agrees that the City's consent to any such assignment may be granted by the CITY's Mayor and that the consent of the Willard City Council or a public hearing process shall not be required. Any assignment consented to by the CITY shall not relieve Developer or transferee or successor of any obligations, conditions or restrictions set forth herein, or deprive or limit the CITY of or with respect to any rights or remedies or controls with respect to the Property, except to the extent such terms are specifically set forth in a writing approved and executed by the CITY with the approval of their governing bodies. The Property must at all times be under single ownership or a single owner agent, provided that any phase of the Project for which Developer has completed all of its obligations under this Agreement with respect to such phase may be sold by Developer without restriction of this Section. .

29. Sale or Conveyance. If Developer sells or conveys parcels of land, the lands so sold and conveyed shall bear the same rights, privileges, intended uses, configurations, and density as applicable to such parcel and be subject to the same limitations and rights of the CITY as when owned by Developer and as set forth in this Agreement without any required approval, review, or consent by the CITY except as otherwise provided herein.

30. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

31. Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.

32. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

33. Amendment. This Agreement may be amended only in writing signed by the Parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

CITY: CITY OF WILLARD

ATTEST:

By:_____
CITY Recorder

By: _____
Mayor

DEVELOPER:

By: _____
Name:
Title: _____

STATE OF UTAH)
§
COUNTY OF UTAH)

On the ____ day of _____, 2024, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of_____, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

_____
Notary Public
Residing at:

EXHIBIT A
Legal Description Parcel:

EXHIBIT B
Zoning Amendment

EXHIBIT C
Site Plan

420 SOUTH STREET IMPROVEMENTS REIMBURSEMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2024~~2~~, by and between Willard City, a Municipal Corporation of the State of Utah, hereinafter called "CITY" and Heritage Land Development, hereinafter called the "DEVELOPER".

WITNESSETH:

WHEREAS, the DEVELOPER is improving a portion of 420 South Street located in the Orchards Subdivision Phase 2 in Willard City, Box Elder, County, State of Utah, as shown in Exhibit "A,"~~;~~ and;

WHEREAS, 420 South Street was dedicated as part of the Parkinson Subdivision recorded in July 1961 and not improved with lots abutting said street (see Exhibit "B" Properties Included in Agreement); and

WHEREAS, that portion of 420 South Street improvements abuts several properties not owned or under contract by DEVELOPER, which properties (see Exhibit "B") would typically be responsible to install their portion of improvements at time of property improvements, such as subdividing, platting, installing curb, gutter, sidewalk, street widening, ~~improving~~improving, or obtaining utility connections or building permits; and

WHEREAS, the abutting properties are not interested in participating with the said improvements at this time; and

WHEREAS, the DEVELOPER is required by Willard City Ordinances to install full roadway improvements in order to connect utilities, install complete storm drain system both in form of curb, ~~and~~ gutter, sidewalk and underground infrastructure, provide for proper vehicle and pedestrian access and safety, and complete improvements for CITY to maintain said roadway in conjunction with the subdivision improvements; and

WHEREAS, the DEVELOPER is to finance the construction of the improvements defined in this Agreement; and

WHEREAS, the roadway improvements will directly benefit the said abutting properties that will seek dwelling permits in the future; and

WHEREAS, the DEVELOPER desires to be reimbursed for a proportionate share of the cost associated with the construction of that section of 420 South Street abutting said properties.

NOW THEREFORE, in consideration of the promises, covenants and conditions herein contained, and the sums of money which have been expended and money to be reimbursed, it is hereby agreed as follows:

1. Cost: The DEVELOPER will have paid the costs of the improvements as shown on Exhibit "C" which represents the engineer's estimate for that portion of construction cost of the project and Exhibit "B" represents the properties to be included in this agreement.

2. Reimbursement: The CITY shall assist in the reimbursement of the DEVELOPER'S COST in the following manner: (Note: The CITY shall have sole discretion as to the COSTS that will be reimbursed.)

The CITY will cause the benefitting abutting properties to reimburse the DEVELOPER their share of the construction costs incurred by the DEVELOPER as reflected on Exhibit "C." The CITY will not allow the abutting properties to be improved (utilities connection made or building permits issued) until the benefitting properties have reimbursed the DEVELOPER for their share as reflected on Exhibit "D."

3. Assignment: The DEVELOPER specifically agrees to accept the funds in fact collected during this period as full and final payment under this Agreement after the CITY has made an effort, in good faith, to collect such funds. Further, the DEVELOPER agrees to hold CITY harmless for any COSTS which for any reason, are not collected provided that the CITY has made a good faith effort to collect such COSTS. In the event the CITY is unable to collect such COSTS, the CITY, shall, upon written request from the DEVELOPER, assign its right to collect such COSTS to the DEVELOPER and the DEVELOPER may then take whatever legal action is necessary and appropriate to collect such COSTS due and owing under the Agreement. Upon assignment of the right to collect, the DEVELOPER agrees to indemnify and hold the CITY harmless in exercising the right to collect such COSTS.

4. Ownership, Maintenance, and Inspection: Ownership of the utilities and improvements, which are the subject of this agreement, shall be with the CITY. The CITY will assume full responsibility for the maintenance of said improvements once they are completed and accepted by the CITY.

5. Limitation of Reimbursement Period: It is further agreed that the CITY will collect COSTS under paragraph 2, for a period of ten (10) years from the date of this Agreement or until such time as the DEVELOPER COST has been paid in full, whichever comes first. The DEVELOPER specifically agrees to accept the COSTS in fact collected during this period as full and final payment under this Agreement. Further, the DEVELOPER agrees to hold Willard City harmless for any COSTS which, for any reason, are not collected. It is acknowledged that there is both depreciation and potential inflation during the collection period; however, the reimbursed costs will not be adjusted for either of these factors.

6. Modification: Any changes or modifications of this Agreement by either party shall be in writing and signed by the CITY.

7. Binding Effect of Agreement: This Agreement is binding on and shall inure to the benefit of the executors, administrators, heirs, successors, and assigns of the parties.

8. Validity and Severability: If any part of this Agreement is found to be invalid by a Court of competent jurisdiction, both parties shall be relieved from any and all responsibility under those provisions of this Agreement. Upon such a finding, all other provisions of this Agreement shall remain in force. If the Legislature of the State of Utah should pass a law which would invalidate any portion of this Agreement, both parties are released from further responsibility hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

CITY

_____

Mayor Travis Mote
Willard City

State of Utah)
: ss
County of Box Elder)

On _____ day of _____, 2024~~2~~, Personally appeared before me (Mayor)
. Who being duly sworn by me did say, for himself that he is the said authorized agent of **Willard City Corporation**, and that within the foregoing instrument was signed in behalf of said **Willard City Corporation**, and that the said authorized agent did duly acknowledge to me that said corporation executed the same.

_____

Notary Public

Approved As to Form:

_____

Office of City Attorney Date

DEVELOPER

_____

_____

State of Utah)
: ss
County of Box Elder)

On _____, 2024~~2~~, _____ personally appeared before me,

_____ who is personally known to me
_____ whose identity I proved on the basis of _____
_____ whose identity I proved on the oath/affirmation of _____,
a credible witness

to be the signer of the above document, and he/she acknowledged that he/she signed it.

_____
Notary Public

State of Utah)
: ss
County of Box Elder)

On _____, 2024~~2~~, _____ personally appeared before me,

_____ who is personally known to me
_____ whose identity I proved on the basis of _____
_____ whose identity I proved on the oath/affirmation of _____,
a credible witness

to be the signer of the above document, and he/she acknowledged that he/she signed it.

_____
Notary Public

Exhibit "A"

The Orchard at Willard Subdivision Phase 2

DRAFT

Exhibit "B"

Properties Included in Agreement
Legal Description

DRAFT

Exhibit "C"

[INSERT ENGINEER'S ESTIMATE]

DRAFT

Exhibit "D"

[INSERT ABUTTING PROPERTIES PORTION]

DRAFT

ITEM 5C

Willard City Corporation

80 West 50 South
Box 593

Willard, Utah 84340
(435)734-9881

NOTICE OF PUBLIC HEARING
WILLARD CITY PLANNING COMMISSION

Notice is hereby given that the Willard City Planning Commission will hold a public hearing to receive public comment regarding a proposal to amend the Willard City Zoning Ordinance by adding regulations for short-term rentals in Chapter 12-105.

The public hearing will be held on Thursday, June 20, 2024, at 6:30 p.m. in the Willard City Council Chambers, 80 West 50 South, Willard, Utah, during a regular Planning Commission meeting.

Information regarding this matter is available during business hours by contacting the Willard City Planner at 435-723-9881. Business hours are 8:00 a.m. to 5:00 p.m. Monday through Thursday and 8:00 a.m. to 12:00 p.m. on Friday.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communications, aids, and services) during this meeting should notify the City Office at 80 West 50 South, Willard, Utah, phone number (435) 734-9881, at least three working days prior to the meeting.

I, the undersigned duly appointed Deputy City Recorder for Willard City Corporation, hereby certify that a copy of the foregoing notice and agenda was posted at Willard City Hall; two other places in the community; on the State of Utah Public Meeting Notice website http://www.utah.gov/pmn/index.html; on the Willard City website www.willardcity.com; and sent to the Box Elder News Journal this 10th day of June, 2024.

/s/Michelle Drago
Deputy City Recorder

Draft v3 5-13-24

CHAPTER 12-102-24. Short-Term Rentals

12-102-24-1 Purpose.

The purpose of this section is to accomplish the following:

(1) To promote the public health, safety, and welfare by requiring short-term rentals to be safe and fit for human occupancy;

(2) To provide contact information, through licensing, for each short-term rental to allow problems to be resolved expeditiously;

(3) To provide consistency with licensing of all other businesses in the city by requiring licensing of short-term rentals;

(4) To allow an existing residential dwelling to be used and occupied as a short-term rental while also maintaining its character and function as a dwelling; and

(5) To minimize the impact of short-term rentals on adjacent properties, residential dwellings, and surrounding neighborhood.

12-102-24-2 Definitions.

Short-Term Rental. Temporary lodging ~~typically~~ located in a residential dwelling for charge or fee and for a rental period of less than thirty (30) continuous days. A short-term rental excludes hotels, motels, bed & breakfast establishments, and Accessory Dwelling Units.

12-102-24-3. Requirements for Approval.

(1) No dwelling or structure shall be occupied or used as a Short-Term Rental within the corporate limits of Willard City without the owner having first obtained a conditional use permit, and Short-Term Rental business license from Willard City.

(2) All Short-Term Rentals must obtain a conditional use permit. A conditional use permit may be granted by the Planning Commission for a Short-Term Rental, provided that the requirements of this section are met in addition to the requirements of Chapter 12-105.

(3) The granting of a conditional use permit for a Short-Term Rental shall not exempt the owner and/or applicant from meeting other applicable ordinances, covenants, or law.

~~(3)~~(4) No Short-Term Rental may used by an individual for more than twenty-nine (29) consecutive days or for more than sixty (60) days within a three-hundred sixty-five (365) day period.

12-102-24-4. License Application. An application for a Short-Term Rental business license and conditional use permit shall conform to the requirements of the Willard City Code and shall also include the following information:

(1) A detailed floor plan drawn to scale with labels on rooms indicating uses or proposed uses;

(2) A copy of the Utah State tax license number for remittance of transient lodging taxes;

(3) The name and contact information of the owner, and if applicable, the designated local contact, residing in the State of Utah, who is authorized by the owner for service of process.

12-102-24-5. License Fee.

(1) The fee for a Short-Term Rental license shall be as set forth in the fee schedule adopted by the Willard City Council;

(2) The business license shall be paid annually and shall be due and payable on or before the license expiration date of owner's application for a business license. A license shall be delinquent if paid after said date in the year for which it is due.

12-102-24-6. Minimum Requirements

(1) All Short-Term Rental properties shall, at all times, have a designated local contact or property manager that resides within one (1) hour travel time of the property. The property owner shall provide the registered local contact person's contact information at the time of submission of their application. The local contact shall be available twenty-four (24) hours per day to respond to questions or concerns.

(2) Upon receipt of a notification regarding a complaint, the designated local contact shall contact the occupant of the Short-Term Rental and resolve the issue giving rise to the complaint. The designated local contact shall have sixty (60) minutes from the time of notification of a complaint to resolve the problem giving rise to the complaint. Failure to resolve the problem within sixty (60) minutes shall constitute a violation of this code unless the designated local contact can demonstrate that they contacted the occupant of the Short-Term Rental within sixty (60) minutes and attempted to resolve the problem but were unable to do so. In that event, the designated local contact shall visit the Short-Term Rental property to address the problem and resolve the complaint if reasonably possible within sixty (60) minutes thereafter.

(3) Failure to resolve any complaints as required in this Section, may be a violation of this Chapter and may be cause for the issuance of enforcement action, criminal penalties, administrative fines, and potential termination of business licensing. The

City may take enforcement action against a Short-Term Rental for any violation of this Section separately from and in addition to any enforcement action taken to address the violation underlying the complaint, if any.

(4) The Short-Term Rental floor plan and principal function shall remain as a residential dwelling to be used for its main purpose when not used as a Short-Term Rental.

(5) Each Short-Term Rental unit shall meet the zoning, building code requirements for installation, maintenance, and operation in effect at the time the Short-Term Rental unit was legally permitted.

(6) Each sleeping room must meet current international code requirements for egress and be equipped with smoke and carbon monoxide detectors. A fire exiting plan and maximum occupancy number must be posted in each sleeping room.

(7) Each Short-Term Rental shall comply with the noise ordinance of the Willard City Code. Quiet hours shall be established, posted, and enforced for the Short-Term Rental and which shall be between the hours of ~~eleven o'clock (~~11:00~~)~~ p.m. and ~~seven o'clock (~~7:00~~)~~ a.m.

Commented [CM1]: Willard City Code Chapter 10.08.010 (Noise) states the following: It is a class C misdemeanor for any person to disturb the peace or quiet of any neighborhood, family, or person, by and or unusual noises, or by tumultuous or offensive conduct.

(8) The Short-Term Rental owner and designated local contact, upon notification that the Short-Term Rental occupants and/or their guests have created unreasonable noise or disturbances or violated any provision of the Willard City Municipal Code pertaining to noise or disorderly conduct, will promptly act within sixty (60) minutes to prevent continuation and/or reoccurrence of such conduct by those Short-Term Rental occupants and/or their guests.

(9) No later than ten (10) days following the issuance of a Short-Term Rental license, the property owner shall disseminate the designated local contact information, a copy of the conditional use permit, and a copy of the Short-Term Rental license to all properties located within a three hundred (300) foot radius of the Short-Term Rental. The property owner shall also mail the same information to each property owner of record as listed with the Box Elder County Assessor's office within the three hundred (300) foot radius. Proof of mailing and a copy of the information sent to residents and adjoining property owners shall be provided to the Willard City Recorder within fourteen (14) days of mailing.

12-102-24-7. <u>Parking Regulations.</u>

(1) The owner of any property licensed as a Short-Term Rental shall provide off street parking for the guests in accordance with the following:
   a. Off street parking shall be provided on the same lot as the dwelling which is licensed as a Short-Term Rental.
   b. Parking shall be provided at one (1) vehicle per bedroom. Tandem spaces on a driveway may be used. The number of vehicles allowed by occupants of the

Short-Term Rental shall be restricted to the number of off-street parking spaced provided by the owner.

12-102-24-8. License Renewal.

(1) The owner shall include with their renewal application evidence that minimum Utah State Sales Tax and Transient Taxes were submitted for the prior year.

(2) Failure to renew the business license within thirty (30) days of the license expiration date may result in revocation of the license and subject the property to the license limitations as outlined in Willard City Code.

12-102-24-9. Business License Not Transferable. A business license for a Short-Term Rental is not transferable. Any owner holding a license shall give written notice within thirty (30) days to the City Recorder after having transferred or otherwise disposed of legal or equitable control of any Short-Term Rental. Such notice of transferred interest shall include the name, address, and information regarding the person(s) or entity succeeding to the ownership or control thereof. The new owner shall obtain a business license within thirty (30) days of the date of purchase and as required by this Chapter.

12-102-24-10. Required Posting. The following information must be posted in a clear, concise, and unambiguous manner in a conspicuous location inside all Short-Term Rentals:

(1) A copy of the Short-Term Rental license.

(2) The name, address, and phone number of the owner/property manager.

(3) Emergency exit plan and the location of all fire extinguishers.

(4) A list of all rules applicable to Short-Term Rentals.

(5) The maximum occupancy of the Short-Term Rental, the maximum number of vehicles allowed, and the location of parking stalls.

12-102-24-11. Inspections.

(1) The City or authorized agency shall conduct a safety inspection of the Short-Term Rental at the time of application for the initial short term rental license. License renewals will not automatically require subsequent re-inspections unless the City Planner, in their discretion, determines a renewal inspection is necessary.

(2) The City or other authorized agency shall be permitted to inspect any Short-Term Rental unit to enforce any part of this title or any other applicable statute or ordinance

if the Short-Term Rental unit has a recorded and valid complaint. Complaints may be submitted by any person including a Willard City employee.

(3) No owner, occupant, or any other person having charge, care, or control of any building or premises shall fail or neglect, after proper request is made as herein provided, to properly permit entry therein by the business license official or their designee for the purpose of inspection and examination to ensure compliance with this title. If the property owner or other responsible person refuses to allow an inspection, the business license official or their designee may obtain and execute an administrative search warrant.

12-102-23-12. Penalties.

(1) Violation of any of the provisions of this Chapter may be punishable by a Class B misdemeanor upon conviction and subject to a $750.00 fine.

(2) Any Short-Term Rental that fails to comply with any duty imposed under this chapter may face suspension, denial, or revocation of a Short-Term Rental License and/or business license.

12-102-23-13. Appeals. The owner of a Short-Term Rental shall have the right to appeal by filing a written notice of appeal within 15 days of the receipt of the notice of denial, suspension, revocation of a Short-Term Rental and/or business licenses to the Hearing Officer of Willard City.

ITEM 5E

MASTER CONDITIONAL USE PERMIT SPREADSHEET								
No.	Address	Applicant	Application Date	Fee	Approval Date	Type	Status and Review Date	Parcel No.
	51 North Main	Moyes, Jeff & Brenda	7/26/2022	$25.00 PD	9/1/2022	Automobile Repair Shop	Active	02-047-0177
	53 North 100 West	Braegger, Josh	5/28/2020	$25.00 PD	Approved 6/19/20	Multi-Family (Basement Apartment)	Active Reviewed 9-12-23	02-047-0074
	55 South 100 East	Braegger, Kenneth			Approved 2/5/16	Contractor - Home Business	Active Reviewed 10-5-23	02-050-0074
	105 South 100 East	Loveland, Judy	9/16/1996		Approved 9/20/96	Auto Repair - Home Business	Active Reviewed 10-19-23	02-050-0008
	110 South 200 West	Gilbert, Brian	4/20/2023	$25.00	Approved 5/18/23	Detached Accessory Dwelling Units	Active	02-051-0008 and 02-051-0242
	110 South 250 West	Heath, Trisha	5/18/2018		1/9/2019	Multi-Family Dwelling	Active Reviewed 11-2-23	02-053-0003
	155 South Spring Street (135 S 100 E)	Dean, Blair & Kathy Davis	6/21/1999		9/23/2005	Single Family Home On Senstive Land	Active Reviewed 12-7-23	02-050-0077
	300 East 750 North	Granite Construction Company			11/3/2015	Concrete Batch Plant	Active	02-045-0005
	344 East 300 North	Merritts, Bill & Shelley	4/8/1993		5/10/1993	Single Family Dwelling on Sensitive Land	Active Reviewed 4-18-24	02-048-0005
	432 North Main	Francom, Matthew	10/20/2020	$25.00	Approved 3/7/24	Welding Shop	Active	02-046-0086
	450 North 200 West	Radtke, Robert and Suzie	9/25/2014	$25.00 PD	10/2/2014	Alpaca Farm	Active	02-046-0047 & 0084
	481 North 200 West	Beard, Lynn			Approved 2/5/15	Multi-Family Dwelling/Duplex	Active	02-046-0075
	500 East 625 South	Nielsen, Darrell (Now Staker Parson)	3/20/1980		4/11/1989	Gravel Removal	Active	02-049-0001 & 02-053-0044
???	500 South 200 East	Wilkes, Melissa			3/15/2015	Home Occupation	Active	02-053-0029
	550 North 200 West	Kilpack, Lee	2/16/2018	$25.00		Multi-Family/Basement Apartment	Active	02-046-0046
	620 North 200 West	Kapp, Neldon & Jan	6/24/1905		2002	Building Permit	Active	02-046-0005
	683 North Main	Palmer, Morgan	2/9/2021	$25.00 PD	Approved 5/6/21	Wedding Reception Center	Active	02-046-0102
	740 North Main	Grimes, Mike	7/19/1996		9/17/1996	Used Vehicle Sales	Active	02-046-0015
	747 South Main	Gilbert, Scott; Gilbert, Dustin; Russell, Dee	3/22/2016	$25.00 PD	4/5/2016	Accessory Building	Active	02-053-0059
	769 North Main				2/7/2020	RV Campground	Active	02-041-0067
	781 North 200 West	Barthlome, Shane	10/31/2013	$25.00	12/9/2013	Truss Manufacturing	Active	02-041-0030

WILLARD CITY PLANNING COMMISSION
APPLICATION FOR PLANNING COMMISSION HEARING

Application Date:

Robert & Suzie Radtke (Uinta Alpacas) River Rock Family Farm
Applicant:

450 N 200 W
Mailing Address

Assessor's Parcel Number
02-046-0047
02-046-0084 Total Acres 6.98
Parcel Legal Description

Same as above
Project Address

801-660-0724
Phone Number
801-660-0876
Cell Phone

Suzie Radtke
I hereby request a hearing before the Willard City Planning Commission in behalf of my application for:

- [X] Conditional Use Permit $25 Fee
- [ ] Lot Line Adjustment $25 Fee
- [ ] Other Fee variable, $25 Min.

NOTE: Fees will be charged on each application and are non-refundable. Additional applications on the same project will be considered as new applications and be charged accordingly. All applications, with required data and fees, must be filed in the Willard City Office at least two weeks prior to the scheduled hearing date.

Project description: (Attach additional sheets, as required.)
Complete Applicant Affidavit on back of this page.

RECEIPT

WILLARD CITY CORPORATION, TREASURER
P.O. BOX 593, 80 W 50 S
WILLARD, UT 84340
435-734-9881

10073

DATE 9-25-14

RECEIVED FROM Suzie Radtke $ 25 00

DOLLARS

FOR Conditional Use Permit

AMOUNT OF ACCOUNT			☐ CASH
THIS PAYMENT			☑ CHECK
BALANCE DUE			☐ M.O.

BY DB

Thank You!

Form PC-1 Rev. 9/3-02

APPLICANT'S AFFIDAVIT

STATE OF UTAH)
) SS
COUNTY OF BOX ELDER))

I, (we) Robert and Suzie Radtke, being duly sworn, depose and say that I, (we) am (are) the owner(s)*, or authorized agent(s) of the owner, of property located at 450 North 200 West in Willard City, which property is involved in the attached application and that the statements and answers therein contained and the information provided in the attached plans and other exhibits present thoroughly, to the best of my (our) ability, the argument in behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief.

SIGNED Robert Radtke Suzie Radtke
Property Owner(s)

AGENT _____

Subscribed and sworn before me this ____day of _____200___

_____
Notary Public

Residing in _____
My commission expires: _____

* May be owner of record, contract owner, part to valid earnest money agreement, option holder or have other legal control of property.

AGENT AUTHORIZATION

I, (we) _____, the owner(s) of real property described above, hereby appoint _____, as my (our) agent(s) to represent me (us) with regard to this application affecting the above described real property, and do authorize them to appear on my (our) behalf before any Willard City Boards considering this application.

SIGNED _____
Property Owner(s)

Subscribed and sworn before me this ____day of _____200___

_____
Notary Public

Residing in _____
My commission expires: _____

River Rock Family Farm
Robert and Suzie Radtke
450 North 200 West
Willard, UT 84340

9/26/2014

Willard City planning commission

OBJECTIVE

To receive a conditional use permit to allow our farm to continue using Livestock Guardian Dogs for predator control.

OUR RESPONSIBILITIES

To construct a perimeter fence that will keep our LGDs on our property and help keep other stray dogs out.

BENEFITS

Alpacas are gentle fiber animals that have no real self-defense against predators. The number 2 cause of untimely death for alpacas in the United States is stray dogs. Free ranging chickens are preyed upon by Raccoons, Fox, Skunks and various other predators. LGDs protect their animals and cut herd and flock losses. When the project is complete, our animals will be safer and our dogs will be contained which will help our farm to run in an efficient manner.

ABOUT RIVER ROCK FAMILY FARM

RRFF raises alpacas and free ranging chickens. We are the only AWA (Animal Welfare Approved) farm in UT. AWA is an organization that recognizes farms for using sound, humane, sustainable farming practices. Our alpacas are raised for their fiber that is processed into yarns, socks, hats, scarves and many other items. Our free ranging chickens lay eggs that are sold at several small, health oriented stores. Last our Livestock Guardian Dogs are used to watch over our free ranging chickens and alpacas and protect them for predatory threats.

CLOSING

We appreciate the opportunity to live in Willard and hope that we can keep doing business in an efficient manner.

Sincerely,

Robert and Suzie Radtke

River Rock Family Farm (Formerly Terry Teeples Training Barn)
Perimeter fence proposal for containing Livestock Guardian Dogs
Parcel #'s 02-046-0047 and 02-046-0084 Total Acres 6.89



WILLARD CITY CORPORATION PC100214

DATE: October 2, 2014
TIME: 6:30 p.m.
PLACE: Willard City Hall
ATTENDANCE: Chairperson - Keri Montgomery
Commissioners: Helen Jane Lemon, Jasmine Baker, Gary Hart
Bryce Wheelwright - City Planner (non-voting member)
Michelle Mund - City Council member (non-voting member)
Gaylene Nebeker - Planning Commission Secretary
EXCUSED: Sidney Bodily,Leslie Meyer,
CITIZENS: See attached sheet

1. **Prayer –**Gary Hart

2. **Pledge of Allegiance**

3. **General Public Comment (Input for items not on the agenda)**
Jeff Painter stated he was looking to build in Willard City and wanted to see what to introduce himself.

4. **Discussion Item**
a. Conditional Use Permit for a Kennel License for Livestock Guardian Dogs – Robert and Suzie Radtke – 450 North 200 West, Parcels #02-046-0047 and 0084
City Planner Wheelwright stated the Radtke's own the alpacas on 200 West and are looking to obtain a Conditional Use Permit. They have guardian dogs for protecting the alpacas and also have two other dogs. He stated under the Willard City Ordinance anyone have three or more dogs is required to have a kennel license, but under that ordinance there are special provisions for guard dogs and that requires a Conditional Use Permit.

City Council member Mund asked how many dogs she would have and what type of dogs they were. Suzie Radtke stated she has 3 guardian dogs and two house dogs, and they are the big white dogs that you see protecting sheep etc. She stated they are not people or other dog aggressive. She stated there are several dogs that come and visit in the evenings and unless the guard dogs feel something is going to pose a threat to the alpacas she pretty much leaves them alone. She gave an example of someone bringing a dog to their property to visit and the chickens they have decided to run and the visiting dog took off after them there guard dog went after the dog and tackled her to the ground and growled at her to let her know he meant business and then let he up. She stated if a dog did get in and attack the herd they would probably take them out. Chairperson Montgomery asked about the fence in their letter. Robert Radtke stated there is currently a vinyl fence that does not keep animals out and they are looking at attaching a 2x4 inch wire horse/field no climb fence on the inside the height of the vinyl fence to keep their animals in and others out. Chairperson Montgomery that would be her only concern to keep their animals in. City Council member Mund stated there were calves on adjoining property and asked if the dogs did get out would the calves be attacked. Suzie stated no, they would probably protect them. She stated they get yearly rabies and other shots. Chairperson Montgomery asked the Planning Commission members for any further comments. Commissioner Lemon stated she was excited to have this type business in town. Chairperson Montgomery stated the only condition she has would be to keep the dogs on their property. City Planner Wheelwright asked Attorney McGaha if he had any other concerns. He stated once the conditions are imposed the city needs to follow up to make sure everything is done. Commissioner Lemon asked how soon the fence would be done. Robert Radtke stated it would be 60 days. Suzie stated currently the dogs are chained up. Commissioner Lemon asked if the

neighbors were ok with the guard dogs. Suzie Radtke stated when they first moved in she gave all the neighbors her phone number so if the dogs were barking they could call and complain. Chairperson Montgomery asked if a time limit for the fence. Suzie Radtke stated they would also be putting in an electric fence on the top and bottom rungs.

Chairperson Montgomery asked for the conditions for the Conditional Use Permit.
*Keep dogs chained up on their property until fence is installed.
*90 days to get the wire fence put in with a follow up at the end of the 90 day
*Dogs not aggressive with neighbors.

Commissioner Lemon asked Attorney McGaha if the city would be liable if something should happen. City Attorney McGaha stated anyone can sue anyone and suggested the electric fence and a possible self-closing gate. Suzie showed on the map there is an area the dogs will be allowed and an area that will be a no dog zone.

A motion was made by Commissioner Baker to approve the Conditional Use Permit for Robert and Suzie Radtke with the following conditions:
***90 days from the issuance date to complete and install a 2x4 in wire no climb horse/field fence onto the existing vinyl fence to keep their animals in and other animals out.**
***Dogs must be contained until the fence is complete.**
***Installation of an electric fence on the top and bottom rungs of the fence.**
***If the city receives any reports on aggressive dogs the Conditional Use Permit could be revoked.**
The motion was seconded by Commissioner Hart. The motion carried.

Commissioner Lemon asked Suzie Radtke if a person was interested in coming to see the alpacas would the dogs be an issue. Suzie stated if she knows there are going to be large groups or individuals coming she puts the dogs away.

b. Review of the proposed changes to Section 10-300 Willard City Nuisance Ordinance
City Planner Wheelwright stated he has talked to the Police Chief and she has many issues with the Nuisance Ordinance. Willard City Attorney Kevin McGaha stated he has been working to meet with Chief Loveland. He stated if the Planning Commission is comfortable with the changes the chief has made and direct him to make the changes he would do that. He also stated the copy he presented was in final draft form and harmonizes with the State Code. He also stated if the chief wants to change the ordinance she would have to petition the Planning Commission with those changes. Chairperson Montgomery stated the chief has not presented anything and suggested she come to the next meeting to address the issues. This item will be tabled until the next meeting.

c. Review of proposed changes to Section 12-000 Willard City General Plan
City Planner Wheelwright stated he has given the changes to Willard City Attorney Kevin McGaha for review. Attorney McGaha stated he does not see anything wrong with the changes. Chairperson Montgomery stated the next step would be setting a public hearing and suggested we look at the questionnaire before we set the public hearing.

d. General Plan questionnaire
City Planner Wheelwright met with Attorney McGaha and came up with a list of questions. He stated the questions the cover the areas of recreational, economics and geographical etc. Chairperson Montgomery asked if the plan was to get the information out prior to the open house/public hearing. City Planner Wheelwright stated his plan was to get the information out in the newsletter and get comments back then put it on the website and get comments back and if necessary hold an open house. Chairperson Montgomery she would prefer to have an open house just prior to the public hearing that would allow citizens to come to the open house and stay for the meeting. She would like to set the public meeting for November. City Planner Wheelwright suggested a clean copy be made of the ordinance and send the questionnaire out

Willard City Corporation

80 West 50 South
Box 593

Willard, Utah 84340
(435)734-9881

October 6, 2014

Conditional Use Permit

Date Issued: October 2, 2014

Applicant's Name: Robert and Suzie Radtke
450 North 200 West
Willard, UT 84340

Business Name and Address: River Rock Family Farm (Uinta Alpacas)
450 North 200 West
Willard, UT 84340
Parcel #02-046-0047 and 0084

A Conditional Use Permit is issued for Robert and Suzie Radtke of River Rock Family Farms (Uinta Alpacas). The Conditional Use Permit requirements are:
*90 days from October 2, 2014 to complete and install a 2x4 inch wire no climb horse/field fence onto the existing vinyl fence to keep their animals in and other animals out.
*Dogs must be contained until the fence is complete.
*Installation of electric fence on the top and bottom rungs of said fence.
*If Willard City receives any input on aggressive dogs the Conditional Use Permit could be revoked.

Suzie Radtke
Applicants Signature

10-17-14
Date

Bryce Wheelwright
City Representative - City Planner

10-17-14
Date

ITEM 5F

24.44.030 Uses Chapter 12-III-3

No building, structure or land shall be used and no building or structure shall be hereafter erected structurally altered, enlarged or maintained in the multiple use, rural, or residential districts except as provided in this Ordinance. (See Table I)

TABLE I	MU-40	A-3	A-5	R-1/2	R-1
1. Accessary buildings and uses customarily incidental to permitted uses...	P	P	P	P	P
2. Accessory uses and buildings customarily incidental to conditional uses...	C	C	C	C	C
3. Temporary buildings, for uses incidental to construction work, including living quarters for a guard or night watchman, which buildings must be removed upon completion or abandonment of the construction work...	C	C	C	C	C
4. AGRICULTURE AND FORESTRY					
a. Agriculture, except grazing and pasturing of animals	P	P	P	P	P
b. Agriculture, including grazing and pasturing of animals	C	P	P	P	P
c. Agriculture, business or industry	C	C	C	C	C
d. Animals and fowl for recreation or for family food production for the primary use of persons residing on the premises	P	P	P	P	P
e. Nursery or green house, wholesale or retail	C	P	P	P	P
f. The tilling of the soil, the raising of crops, horticulture and gardening	C	P	P	P	P
g. Farms devoted to raising and marketing chickens, turkeys or other fowl or poultry, fish or frogs, including wholesale and retail sales	C	C	P	C	C
h. Forestry, except forest industry	P	P	P	P	P
i. Forest industry, such as a sawmill, wood products plant, or others	C	-	-	-	-
5. APIARY	P	C	P	C	C
6. AVIARY	P	P	P	P	P
7. PLANNED UNIT DEVELOPMENT (PUD) OR CLUSTER SUBDIVISION OF SINGLE FAMILY DWELLINGS:					
a. Provided that the residential unit density of the total parcel is not increased above two units per acre.	C	C	C	C	C
b. Provided that the area, in acres, of the total parcel is not less than thirteen acres.	A	A	A	A	A
8. DUDE RANCH; family vacation ranch	C	-	C	-	-
9. DWELLINGS:					
a. Single-family dwelling	C	C	C	P	P

b. Multi-family dwelling	C	C	C	C	C
c. Seasonal Home or Cabin	C	-	-	-	-
d. Farm or Ranch Housing	C	C	C	-	-
e. Manufactured Housing	C	C	C	P	P
f. Mobile Homes					
1) When located in a mobile home park or subdivision	P	P	P	P	P
2) When not located in a mobile home park or subdivision	-	-	-	-	-
10. Home occupation	C	C	C	C	C
11. Household Pets	P	P	P	P	P
12. Kennel	-	-	C	-	-
13. Power generation	C	P	P	P	P
14. Private park or recreational grounds or private recreational camp or resort, including accessory or supporting dwellings or dwelling complexes and commercial service uses which are owned or managed by the recreational facility to which it is accessory	C	-	C	-	-
15. Public and quasi-public					
a. Churches	-	-	-	C	C
b. Parks, golf courses, swimming pools and other recreation areas	-	-	-	P	P
c. Public buildings	-	-	-	C	C
d. Private schools	-	-	-	C	C
16. Public stable, riding academy or riding ring, horse show barns or facilities	C	-	P	-	-
17. Residential Housing Developments					
a. Mobile home park	C	-	C	C	C
b. Mobile home subdivision	C	-	C	C	C
c. Subdivisions and Planned Unit Developments.	C	C	C	C	C
18. Signs (See Sign Ordinance WZC 24.60)					

HISTORY
Amended by Ord. 2022-9 on 12/8/2022

24.48.030 Uses Not Listed Chapter 12-112-3

The Table in this Section provides a listing of permitted and conditionally permitted uses for Commercial and Manufacturing zones within the city. The Table in this section is not comprehensive. In the event a sought-after use is not listed, the City Planner is empowered to interpret the list and determine if the unlisted use is substantially similar in character, origin, and impact to a listed use. In making this determination, the City Planner may, at their sole discretion, ask the Planning Commission for its review and interpretation.

(See TABLE I)

A. Accessory Buildings/dwellings/manufacturing/storage	**M**	**C-N**	**C-G**
Accessory uses and buildings customarily incidental to the permitted uses.	P	C	P
Single-Family Dwelling Multi-Family Twin Home Multi-Family Attached Multi-Family Stacked Accessory Dwelling Units Manufactured and Modular Homes	C C C C P C	P P P P P C	P P P P P C
Manufacturing/Industrial Heavy	P	-	C
Manufacturing/Light	P	C	C
Refineries	C	-	-
Renewable Energy Systems	C	C	C
Storage Facility/Units	P	-	C
Temporary Buildings	C	C	C
Warehousing/Distribution	P	C	C
Warehousing/Distribution Motor Fuels/Propane/Plant/Storage Facilities	C	-	C
B. Public Facilities/Utilities	**M**	**C-N**	**C-G**
Air BNB or any short-term lodging facility	C	C	C
Communication Towers and Antennas	C	C	C
Churches/Places of Worship	P	P	P
Educational Facilities	p	p	p
Public Utility installations	P	P	P
C. Recreations/Entertainment	**M**	**C-N**	**C-G**
Bowling Alley	C	C	P
Dance Studio	C	C	C
Fitness Center	C	C	P
Golf Course	C	C	P
Recreation Center	P	C	P

Recreational Vehicle Park	-	-	C
Sexually Oriented Businesses: See Willard City General Ordinances Title 9-600	C	-	-
Swimming Pool	C	C	C
Theater/Entertainment	C	C	C
D. Retail	**M**	**C-N**	**C-G**
Alcohol or Tobacco Specialty Store	C	-	C
Art and/or Art Supply	P	C	P
Book Store	P	P	P
Christmas Trees Sales	P	C	P
Clothing/Department Store	C	C	P
Convenience Store	P	C	P
Craft/Hobby Store	P	P	P
Fireworks Stand	C	C	C
Florist Shop/Nursery	C	C	P
Fruit Stand	P	P	P
Grocery Store	P	P	P
Hardware Store/Lawn and Garden	P	C	C
Pet Shop	C	C	P
Retail, Big Box Store	P	P	P
Retail, General	P	C	P
Shoe Store/Repair	P	C	P
Sporting Goods	P	P	P
E. Restaurant/Food Establishments	**M**	**C-N**	**G-G**
Bakery	P	P	P
Candy/Ice Cream Store	C	C	P
Private Club/Bar/Tavern	C	C	P
Restaurant/Fast Food	C	C	P
F. Service	**M**	**C-N**	**C-G**
Agriculture, Existing	P	P	P
Agricultural Industry/Food	P	C	P
Automobile Service and Sales Station (Includes Fuel)	C	C	C
Bank/Credit Union/Financial	P	C	P
Barber/Beauty Salon/Tanning/ Nales	P	P	P
Bed and Breakfast/ Air BNB	-	P	-

Business/ Professional Office	C	C	C
Car Wash	C	C	C
Check Cashing, Payday Lender, Title Loans	C	C	C
Childcare/Preschool: See Willard General Ordinances Title 9-000 for Home Business	C	C	C
Dry Cleaning	P	C	P
Fabrication/Welding	P	C	P
Hospital	P	P	P
Hotel/Motel	C	-	P
Kennel: See Willard City General Ordinances Title 13-00-0-00	C	C	C
Locksmith/Key and Lock	P	C	P
Laundromat	P	P	P
Medical and Dental Clinic	P	C	P
Nursing Home	-	C	C
Pet Grooming	P	P	P
Pharmacy	P	C	P
Residential Facilities for Persons With Disabilities	P	C	P
Slaughterhouse	C	C	C
Tattooing/Body Art	P	C	P
Towing/Impound Yard	P	-	C
Transportation/Trucking	P	C	P

HISTORY
Amended by Ord. 2023-2 on 3/9/2023

ITEM 6

WILLARD CITY
Planning Commission Meeting – Regular Meeting
Thursday, June 6, 2024 – 6:30 p.m.
Willard City Hall – 80 West 50 South
Willard, Utah 84340

The meeting was a regular meeting designated by resolution. Notice of the meeting was provided 24 hours in advance. A copy of the agenda was posted at City Hall and on the State of Utah Public Meeting Notice Website.

The following members were in attendance:

Sid Bodily, Chairman
Ruth Beebe
Chandler Bingham
Chad Braegger
Madison Brown, City Planner
Michelle Drago, Deputy Recorder

Excused: Alex Dubovik; Brian Gilbert; Jeremy Kimpton, City Manager; and Colt Mund, City Attorney.

Others in attendance: Councilmember Jordan Hulsey; Seth Nielson; Roline Hinrichsen; Ronda Hinrichsen; Jeannine Jensen, Alex Owens, Lync Construction; Nathan Combs, Lync Construction; and Pat Burns, Lync Construction.

The meeting was called to order at 6:45 p.m.

1. PRAYER: Chad Braegger

2. PLEDGE OF ALLEGIANCE: Chandler Bingham

3. GENERAL PUBLIC COMMENTS

There were no comments.

4. CITY COUNCIL REPORT

There wasn't a report.

5A. REVIEW AND CONSIDERATION OF A REQUEST FROM SETH NIELSON FOR A CONDITIONAL USE PERMIT TO OPERATE A PEST CONTROL BUSINESS ON HIS PROPERTY LOCATED AT APPROXIMATELY 275 EAST 200 SOUTH (PARCEL NO. 02-050-0048)

Time Stamp: 02:07 – 06/06/2024

Madison Brown, City Planner, stated that Seth Nielson had applied for a business license for a small pest control business that he planned to operate from his home. Because of the pesticides Mr. Nielson planned to use, the administration felt he needed a conditional use permit. The Conditional Use Permit Review Committee reviewed Mr. Nielson's application on May 23rd. It recommended approval of the conditional use permit subject to the following conditions:

1. Pesticides shall be kept in a locked, metal cabinet in the garage.
2. Pesticides shall be prevented from entering Willard's storm drain system.
3. A sign stating that *pesticides are stored inside* shall be posted on the exterior of the garage side door.
4. No more than six boxes of pesticides shall be stored at any given time.
5. The owner shall provide Willard City with current copies of current state-required licenses and a copy

of his liability insurance.
6. The business shall be limited to the residents of the home plus one employee.
7. The owner shall have a spill kit.
8. Subject to the standard home occupation regulations.

Ms. Brown said Seth Nielson had agreed to the recommendation conditions, and he had provided the city with copies of his Utah state licenses and his liability insurance.

Seth Nielson did not have any comments.

Chairman Bodily asked if the Planning Commission had any concerns or wanted to add additional conditions.

Commissioner Braegger asked about how many vehicles Mr. Nielson planned to have. Seth Nielson said he planned to use his own vehicles and his small trailer, which would hold a 40-gallon water tank to fill his backpack sprayer. His truck and trailer would be parked on his own property.

Commissioner Bingham moved to approve a conditional use permit for Seth Nielson to operate a pest control business on property located at approximately 275 East 200 South (Parcel No. 02-050-0048) subject to the conditions recommended by the CUP Review Committee. Commissioner Beebe seconded the motion. All voted "aye." The motion passed unanimously.

5B. PUBLIC HEARING TO RECEIVE PUBLIC INPUT REGARDING A PETITION FROM LYNC CONSTRUCTION TO REZONE APPROXIMATELY 32.77 ACRES LOCATED AT APPROXIMATELY 3710 SOUTH 1200 WEST/PERRY STREET FROM A-3 AND A-5 TO R-1/2 (PARCEL NOS. 02-035-0061, 02-035-0063, AND 02-035-0079)

Time Stamp: 07:37 – 06/06/2024

Chairman Bodily read Willard City's Rules of Order statement.

Commissioner Bingham moved to open the public hearing at 6:54 p.m. Commissioner Beebe seconded the motion. All voted "aye." The motion passed unanimously.

Madison Brown read from the May 31, 2024, staff report:

On January 3, 2024, Lync Construction submitted a rezoning application to rezone parcels 02-035-0061, 02-035-0063, 02-035,0079, and 02-035-0075 located at approximately 3700 S 1200 W Perry from A-3 and A-5 to R ½.

On January 18, 2024, Lync Construction attended SLUA and presented a concept plan and rezone request to change the zoning of the property from A5 to R ½. SLUA agreed to the zoning change, but the 2017 Future Land Use map indicated the property still as A3-5, so Lync Construction was told they would need to submit a petition to amend the Future Land Use map in the General Plan before submitting the rezone request.

On February 1, 2024, Pat Burns of Lync Construction attended the Planning Commission meeting where there was a public hearing regarding a petition from Lync Construction to amend the 2017 Future Land Use map of the Willard City General Plan. After public comment and discussion among the Planning Commission, Pat Burns withdrew his application to amend the General Plan. This was done because the General Plan was being reviewed and re-finalized.

He was told if his petition was denied, there would be a waiting period to re-apply. So, he decided to withdraw his petition since the General Plan was currently under review.

The General Plan was approved and updated in March 2024. The Future Land Use map in the General Plan was updated, and the future zoning for this property was R ½. Due to this change, Lync Construction no longer needed to apply for a petition to amend the General Plan. A rezone was still required. While the General Plan had been approved, the current zoning and future land use maps within the General Plan were not updated.

On April 1, 2024, Lync Construction reached out to Madison Brown, City Planner, to inquire about the status of the rezoning application. Madison referred to the incorrect Current Zoning map within the General Plan and mistakenly told Lync Construction they would no longer need to apply for the rezoning.

On April 25, 2024, Lync Construction presented SLUA with a concept plan for their subdivision application. The rezone was also discussed, and it was misinterpreted again that the current zoning was R ½ instead of A5. SLUA discussed some items that needed to be addressed, such as water, sewer, and stormwater issues. SLUA did not take any action on this item and Lync Construction was asked to bring back a revised plan.

Lync Construction met with Jeremy Kimpton, City Manager, and Madison on May 21, 2024. Madison explained the mistake with the Current Zoning map and that Lync Construction still needed to submit a rezoning application and that it would be addressed during the next Planning Commission meeting. The Future Land Use and Current Zoning maps have been corrected and updated in the General Plan.

Lync Construction presented their revisions to the concept plan. Discussion regarding an interlocal agreement with Perry took place. Madison and Jeremy decided to meet with Bob Barnhill, Perry City Planner, to discuss this option.

As of May 31, Lync Construction's Subdivision application has not been recommended to the Planning Commission. The rezone request has been recommended because this rezone adheres to the Willard City General Plan.

Councilmember Hulsey verified that the city maps had been corrected. Ms. Brown said they had. The Future Land Use Map now showed the property in question with a future land use designation of R-1/2. The Zoning Map showed that the current zone was A-5.

Pat Burns, Lync Construction, did not have any comments.

Chairman Bodily opened the floor for public comments.

Roline Hinrichsen, 3580 South 1200 West/Perry Street, asked for an explanation of the incorrect maps. Ms. Brown said the maps were created for the new General Plan in March, the use designation were backward. The zoning map identified the property in question with an R-1/2 Zone; the Future Land Use Map identified it as Agriculture with three to five acre lots. The maps now correctly identified the Lync property with a current zone of A-5 (agriculture with a minimum lot size of five acres) and a future land use designation of R-1/2.

Councilmember Hulsey said Willard would not automatically rezone the Lync property, but their request did comply with the future land use plan of Willard City.

Mr. Hinrichsen said it sounded like Willard had already decided to rezone the property, which he felt was very sad. He quoted from the General Plan, *"Willard City has a rich rural, agricultural history. The citizens have worked to maintain the rural and small-town qualities of the City. Residents desire to continue to recognize the heritage of areas where rural pursuits, agricultural activities, and the grazing of animals are allowed and protected. Maintaining the small-town and rural ambiance will not be easy as the City faces constant growth pressures from the north and south. City officials and residents must remain committed to protecting the small-town qualities of their City and protecting the City's agricultural heritage. This Plan provides various policy statements to guide future land use and community decisions applicable to the City's Agricultural Heritage Areas. The Agriculture District (Future Land Use Map) provides areas of the City determined appropriate to provide opportunities for low density residential development patterns (minimum lot size 3 – 5 acres) and the protection of viable agricultural soils. The Agriculture area promotes agriculture, as determined by the landowner, based on the area used for viable agriculture and the opportunity to qualify such areas under farmland, or green belt, property…"*

Mr. Hinrichsen felt one dwelling unit for every three to five acres would keep Willard rural. That was Willard's plan. That was what Willard wanted, and that was what he wanted. He planned to keep farming his property, so did Chad Braegger. Lync Construction was proposing to put a subdivision right down the middle of them and around the pond, which would flood. It had been dry for several years, now it was getting wet again. The ground cyclically changed from dry to wet. Willard had very little agricultural land left. He and Chad Braegger were trying to maintain their agricultural ground. Now the city was taking a swath out of the middle. He felt the city was going against its own plan. He realized the plan was a living document and that things could change. It seemed Willard was quickly developing everything. Willard's small-town ambiance was quickly going away.

Mr. Hinrichsen said the General Plan also talked about staying within the limits of the city's resources. With all the subdivisions going in, he questioned those resources. Utah was known for limited water. Sewer rates were increasing. He felt the city was hitting everything really, really hard. Developments like this led to higher taxes. Developments cost more money than they brought in. He felt developers would say whatever they needed to get approval. Developers always won, and he did not understand why because it would cost the city and residents money in the long run. How could the city put faith in what a developer said? What value would this development have for Willard? It would make Willard a busier place and take away even more of the small-town charm. It would tax the city resources even more. This was the edge of town; a place that should remain agricultural. He urged the Planning Commission to consider the long-term impact of its decisions to preserve the agriculture and small-town qualities that made Willard City unique. If the Planning Commission made the decision to go forward, it could not go back. It was a one-way street. If the Planning Commission said yes, it was a done deal.

Jeannine Jensen, 1155 West 3600 South, Perry, asked if the R-1/2 Zone would require septic tanks. Commissioner Bingham said any development would have to connect to the city's sewer system. Ms. Jensen said the groundwater could be an issue in wet years. She felt the proximity to the slough and septic tanks would be an issue. She felt the city's main concern should be making sure the infrastructure was in place. Previous projects in the area had not installed all the infrastructure. Partial infrastructure would restrict future development. She wanted to make sure there was infrastructure to handle the additional capacity.

There were no further public comments.

Commissioner Bingham moved to close the public hearing at 7:09 p.m. Commissioner Beebe seconded the motion. All voted "aye." The motion passed unanimously.

5C. CONSIDERATION AND RECOMMENDATION TO THE CITY COUNCIL REGARDING A PETITION FROM LYNC CONSTRUCTION TO REZONE APPROXIMATELY 32.77 ACRES LOCATED AT APPROXIMATELY 3710 SOUTH 1200 WEST/PERRY STREET FROM A-3 AND A-5 TO R-1/2 (PARCEL NOS. 02-035-0061, 02-035-0063, AND 02-035-0079)

Time Stamp: 23:46 – 06/06/2024

Chairman Bodily did not feel the requested zone matched adjacent uses. Land to the north was in Perry. The use to the west was agriculture, not houses. However, The rezone request did comply with the new Future Land Use Map. All that was being considered tonight was the zone change. The developer would bring in a subdivision later.

Commissioner Bingham stated that just before the City Council approved the new General Plan and Future Land Use Map, they changed the future land use designation of this area to R-1/2. He felt that change made the decision for the Planning Commission. Half-an-acre was a good-sized lot. He was not sure he would be opposed to the rezone even if the Council had not changed the Future Land Use Map. If a farmer had wanted to farm the land, he would have purchased it.

Commissioner Bingham said he recently attended a planning meeting hosted by BRAG (Bear River Association of Governments) and the state. The state legislature was pushing development and lower density. If cities acted against their general plans, it gave the state legislature grounds to take away the rights of cities to control what was going on.

Commissioner Beebe wished it wasn't that way. This would bring in more houses.

Commissioner Braegger wanted to be selfish and keep this area the way it was. It was a little slice of heaven. The City Council had changed the Future Land Use Map. He understood the position of the property owner. As much as he hated to see the land develop, there was going to be growth. No one liked to see it in their backyard.

Commissioner Beebe did not like the R-1/2 Zone, but she was not sure there was much the Planning Commission could do.

Chairman Bodily stated that past rezone requests had been denied. This request complied with the Future Land Use Map. The developer would have to address the wetlands and infrastructure problems. He wanted this land to stay farmland, but there had to be someone who wanted to farm it. Willard didn't have farmers anymore.

Commissioner Bingham moved to recommend that the City Council approve a petition from Lync Construction to rezone approximately 32.77 acres located at approximately 3710 South 1200 West/ Perry Street from A-3 and A-5 to R-1/2 (Parcel Nos/ 02-035-0061, 02-035-0063, and 02-035-0079). The motion died for lack of a second.

Discussion continued at Time Stamp 36:01 after Item 5D.

Council member Hulsey felt the Planning Commission's motion was out of order. If a motion died for lack of second, she felt the Planning Commission either had to table the item or make a new motion. According to the law, she did not feel the Planning Commission could let it die.

There was a brief discussion.

Commissioner Bingham moved to recommend that the City Council approve a petition from Lync Construction to rezone approximately 32.77 acres located at approximately 3710 South 1200 West/ Perry Street from A-3 and A-5 to R-1/2 (Parcel Nos/ 02-035-0061, 02-035-0063, and 02-035-0079). Commissioner Braegger seconded the motion. Commissioners Bingham and Braegger voted "aye." Commissioner Beebe voted "nay." The motion carried.

Michelle Drago stated that this rezone would be forwarded to the City Council on June 27th.

5D. REVIEW OF A CONDITIONAL USE PERMIT ISSUED TO PEGGY JO PERRY FOR A FRUIT STAND LOCATED AT 370 NORTH MAIN (PARCEL NO. 02-046-0079) ISSUED NOVEMBER 18, 2005 (CONTINUED FROM MAY 2, 2024)

Time Stamp: 32:48 -06/06/2024

Madison Brown stated that the Planning Commission discussed this conditional use permit on May 2nd. In 2005, a conditional use permit was issued to Peggy Jo Perry whose family member wanted to use the fruit stand as a cabinet shop. Ms. Brown spoke with the current property owner Thayne Tagge. He had not used the fruit stand as a cabinet shop since he owned the property. Conditional use permits expired after one year if the use was discontinued. It had been well over a year since the cabinet shop was used.

Chairman Bodily asked about the current use of the fruit stand. Ms. Brown said Thayne Tagge was using it for storage. If needed, he would open the fruit stand again, which was its original and intended use.

Michelle Drago stated that a fruit stand was a permitted use.

Chairman Bodily agreed the conditional use had ended. If Mr. Tagge wanted to do something else, he would have to seek the city's approval.

Ms. Brown stated that the conditional use permit for the cabinet shop would be changed from active to expired.

5E. DISCUSSION REGARDING AMENDING CHAPTER 12-105 OF THE WILLARD CITY ZONING ORDINANCE TO ALLOW SHORT-TERM RENTALS IN RESIDENTIAL ZONES (CONTINUED FROM APRIL 4 AND APRIL 18, 2024)

Time Stamp: 39:28 – 06/06/2024

Madison Brown stated that the Planning Commission had received the latest draft of the ordinance from the City Attorney. In 12-102-24-6 (7), Mr. Mund referenced Willard's noise regulations found in Chapter 10-08-010, which did have any set hours. At the last meeting, the Planning Commission discussed adding quiet hours to the short-term rental ordinance. The city attorney said the Planning Commission could add

quiet hours to the short-term rental ordinance. However, those quiet hours could only be enforced on short-term rental properties. He recommended that quiet hours be added to the noise ordinance.

Commissioner Braegger asked if there had to be quiet hours. If there were not quiet hours, noise violations could be addressed at any time. He felt the lack of quiet hours would be to the city's advantage. Another option was to assign quiet hours when the short-term rental applied for a conditional use permit.

Madison Brown said quiet hours could also be added to a short-term rental's business license. If the Planning Commission wanted quiet hours in the noise ordinance, it would have to be amended.

Commissioner Bingham said that even if the short-term rental ordinance had quiet hours, it would still have to comply with Willard's noise ordinance. So, technically, the police could respond to a noise complaint at any time of the day. He suggested that the short-term rental ordinance be left was written. If the Planning Commission wanted to set quiet hours, it could amend the noise ordinance.

Commissioner Braegger felt there needed to be enforcement teeth in the noise ordinance.

Commissioner Bingham felt comfortable approving the ordinance as it was written. He suggested that the Planning Commission hold the required public hearing then it could address the quiet hours with the city attorney.

Commissioner Bingham moved to set a public hearing for June 20, 2024, at 6:30 p.m. to receive public input regarding a proposal to amend Chapter 12-105 of the Willard City Zoning Ordinance to allow short-term rentals in residential zones. Commissioner Braegger seconded the motion. All voted "aye." The motion passed unanimously.

5F. DISCUSSION REGARDING AMENDING CHAPTER 12-111-3 AND 12-112-3 OF THE WILLARD CITY ZONING ORDINANCES – TABLES OF USES

Time Stamp: 48:57 – 06/06/2024

Madison Brown stated that Chapter 12-111-3 was the Table of Uses for multi-use, agriculture, and residential zones. Chapter 12-112-3 was the Table of Uses for commercial and manufacturing zones. The city attorney wanted the Planning Commission to review and discuss whether uses should be permitted or conditional. The city attorney also felt conditional uses should be used sparingly. He felt a use should be permitted or not. Ms. Brown suggested that the Planning Commission look for uses that needed to be added.

Commissioner Braegger felt the Planning Commission needed the input of those members who were not in attendance.

Commissioner Bingham felt it was hard to determine whether uses in a Commercial Neighborhood Zone should be permitted or not because it depended on the neighborhood.

Ms. Brown asked Michelle Drago to explain how Perry City revised its Table of Uses several years ago, which she did. Perry City's attorney recommended that uses be permitted or not. If conditions were needed for a use, they were written into the ordinance.

Commissioner Bingham asked about a use that was not listed in the Table of Uses. Michelle Drago understood that a use was not allowed if it was not listed. She felt the Zoning Ordinance needed to clarify that issue.

Madison Brown said she would send an explanatory email to the members not in attendance. She suggested that everyone review the lists and be prepared to discuss them at the next meeting.

6. CONSIDERATION AND APPROVAL OF THE MAY 2 AND MAY 16, 2024, REGULAR PLANNING COMMISISON MINUTES

Commissioner Braegger moved to approve the May 2 and May 16, 2024, minutes as written. Commissioner Beebe seconded the motion. All voted "aye." The motion passed unanimously.

7. COMMISSIONER/STAFF COMMENTS

Time Stamp: 55:46 – 06/06/2024

Commissioner Braegger

Commissioner Braegger asked how many members of the Planning Commission were needed to approve an action. Was it a majority of the entire Planning Commission, or was it a majority of those in attendance?

After discussion, Madison Brown said she would have an answer at the next meeting.

Commissioner Beebe

Did not have any comments.

Chairman Bodily

Chairman Bodily asked what was being built at 1215 North Main.Madison Brown said the owner was building a shop west of his home. She would check on a building permit.

Commissioner Bingham

Did not have any comments.

Madison Brown

Madison Brown updated the Planning Commission on the city's summer road projects. The chip and seal was done. The next project was on 200 South.

Commissioner Braegger felt the potholes around the city needed to be filled. He also felt contractors needed to follow standards for flaggers.

Madison Brown stated that Connext was installing fiber optics in Willard.

Madison Brown stated that Diana Baker had resigned from the Planning Commission. She asked the Planning Commission members to let her know of anyone who would be interested in serving on the Commission.

8. ADJOURN

Commissioner Bingham moved to adjourn at 7:51 p.m. Commissioner Braegger seconded the motion. All voted in favor. The motion passed unanimously.

Minutes were read individually and approved on: _____

_____ _____

Planning Commission, Chairman
Sid Bodily

Planning Commission Secretary
Michelle Drago

dc:PC 06-06-2024

DRAFT