**Notice is hereby given that the**
**WILLARD CITY PLANNING COMMISSION**
**Will meet in a regular session on**
**Thursday, August 1, 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 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)
    b. Review of a conditional use permit issued to Lynn Beard for a duplex located at 481 North 200 West (Parcel No. 02-046-0075) issued February 5, 2015
    c. Discussion regarding amending the Table of Uses found Chapter 12-111-3 and 12-112-3 of the Willard City Zoning Ordinance
6. Consideration and approval of the June 20, 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 26th day of July, 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

## 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.

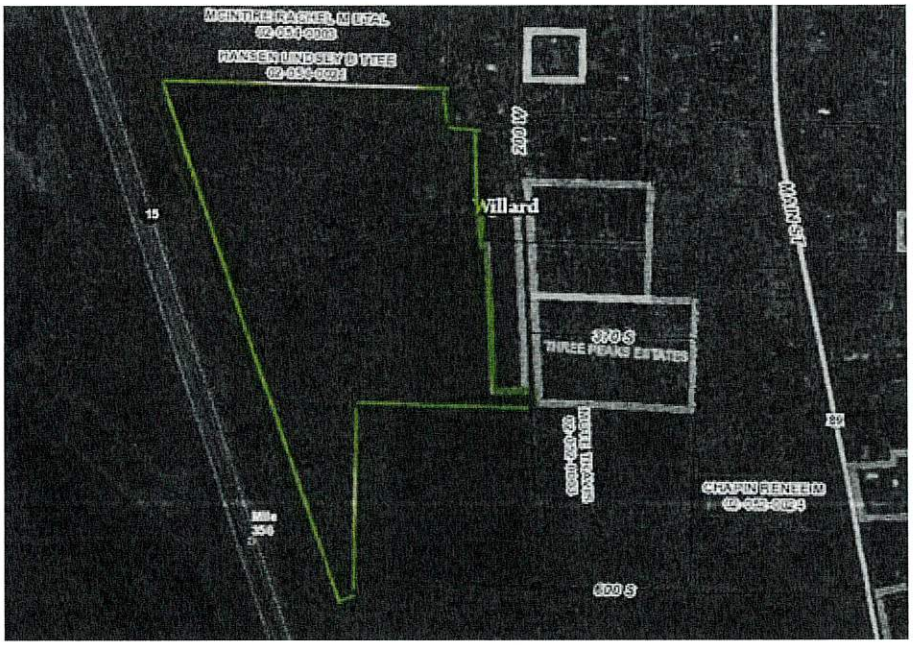
Information regarding this matter is available during business hours by contacting the Willard City Planner at 435-723-9881. Business hours are 8:00 a.m. to 5:00 p.m. Monday through Thursday and 8:00 a.m. to 12:00 p.m. on Friday.

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 |

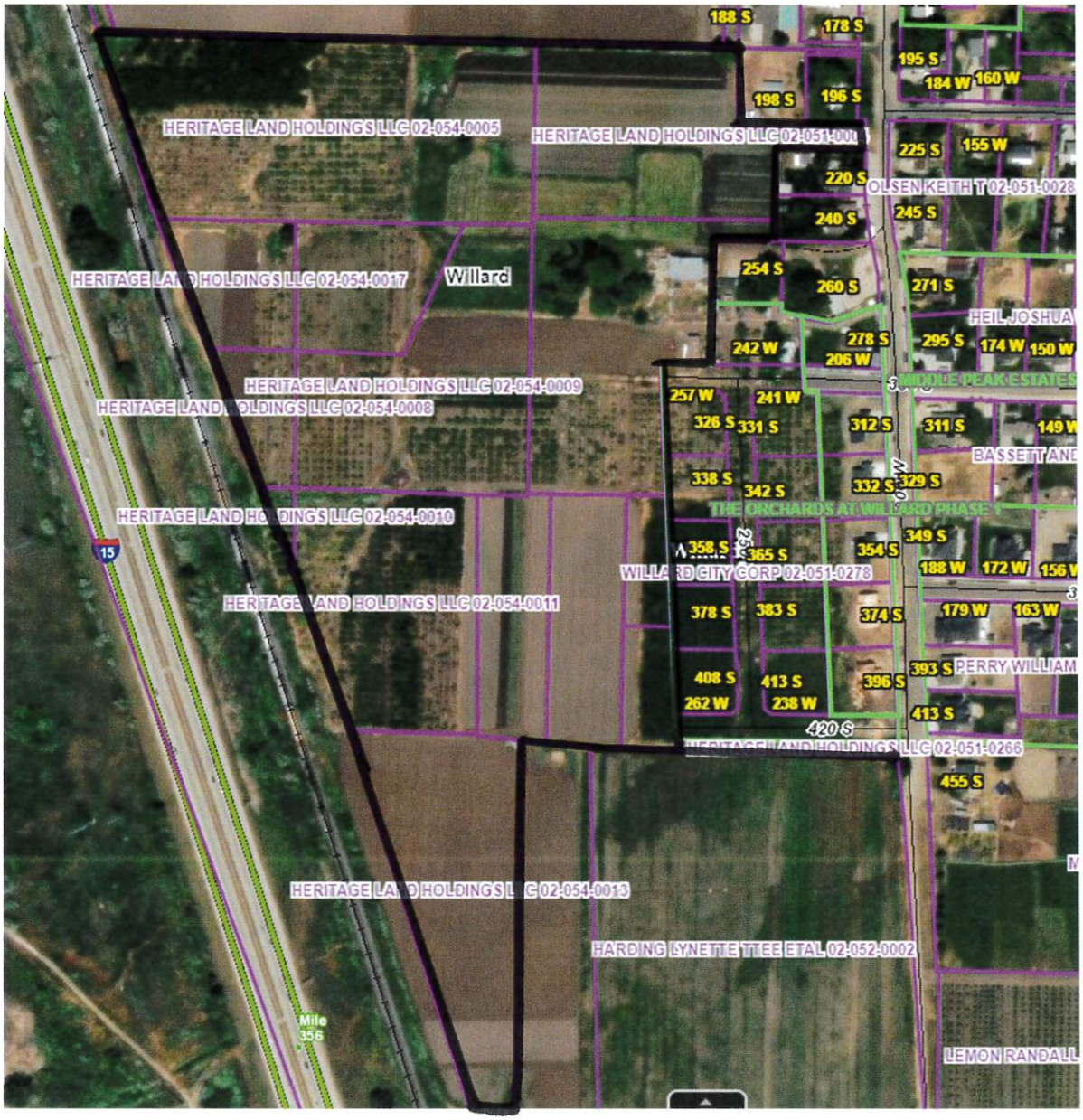
Notes: HERITAGE LAND REZONE APPLICATION

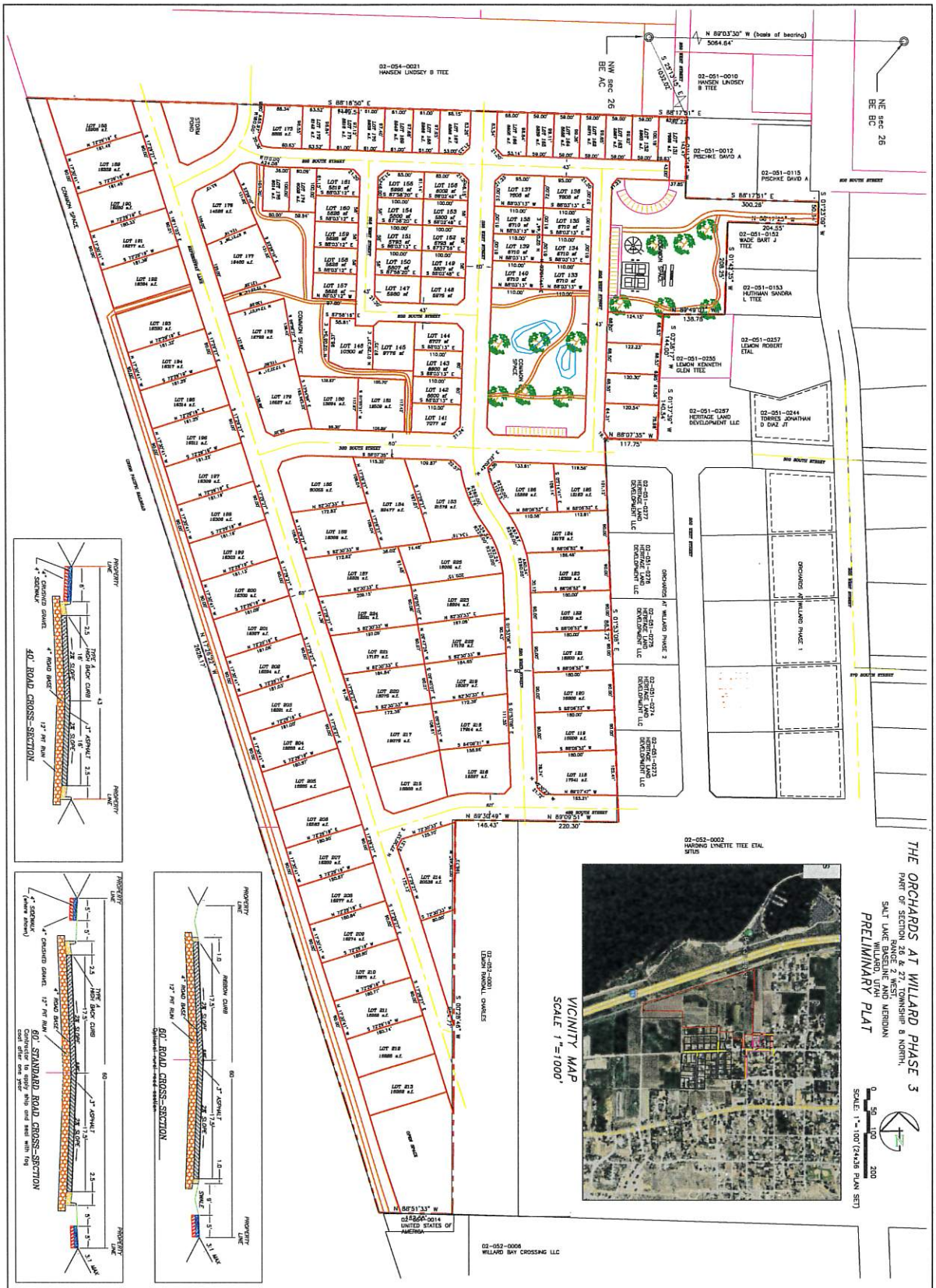
*TOTAL:* ***$4.25***

**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
MIDDLE PEAK ESTATES
HERITAGE LAND HOLDINGS LLC 02-054-0009
HERITAGE LAND HOLDINGS LLC 02-054-0008
257 W
241 W
326 S
331 S
312 S
311 S
149 W
BASSETT AND
338 S
342 S
332 S
329 S
THE ORCHARDS AT WILLARD PHASE 1
HERITAGE LAND HOLDINGS LLC 02-054-0010
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
413 S
396 S
393 S
PERRY WILLIAM
262 W
238 W
413 S
420 S
HERITAGE LAND HOLDINGS LLC 02-051-0266
455 S
HERITAGE LAND HOLDINGS LLC 02-054-0013
HARDING LYNETTE TTEE ETAL 02-052-0002
Mile
356
LEMON RANDALL




# THE ORCHARDS AT WILLARD PHASE 3

PART OF SECTION 26 & 27, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASELINE AND MERIDIAN

## PRELIMINARY PLAT

SCALE: 1"=100' (24x36 PLAN SET)

DATE: APRIL 2024

DRAWING No.

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

| No. | REVISIONS/ SUBMISSIONS | DATE |
|---|---|---|
| | July 2024 | |

REVIEWED :
DRAWN :
CAD FILE :
PROJECT NO. :

OWNER/DEVELOPER
HERITAGE LAND DEVELOPMENT LLC
ATTN: GARTH DAY
470 N 2450 W
TREMONTON, UTAH 84337
435-730-8208

ALLIANCE CONSULTING ENGINEERS
150 EAST 200 NORTH SUITE P
LOGAN, UTAH 84321
(435)755-3121

REGISTERED PROFESSIONAL ENGINEER
No. 12697015
CHRISTOPHER M. KOHLER
STATE OF UTAH
7-18-2024

# 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

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 5B

| 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 | Additional dogs | Active Reviewed 6/20/24 | 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 |

Willard City Corporation

80 West 50 South
Box 593

Willard, Utah 84340
(435)734-9881

February 13, 2015

**Conditional Use Permit**

| | |
|---|---|
| Date Issued: | February 5, 2015 |
| Applicants Name: | Lynn Beard<br>PO Box 658<br>295 West 750 North<br>Willard, UT 84340 |
| Parcel: | #02-046-0075 |
| Conditional Use Permit Address: | 481 North 200 West |

A Conditional Use Permit will be issued to Lynn Beard for a Duplex attached to an existing house located at 481 North 200 West. This parcel is located in an A-5 Zone which requires a Conditional Use Permit to allow a Duplex.

The Conditional Use Permit Requirements are:
*Owner will install and pay impact fees and connection fees for a second water meter at a cost of $4057.35.
*Owner will install and pay impact fees and connections fees for a second sewer connection at a cost of $7700.00
*Owner will purchase an additional garbage can at a cost of $75.00
*There will be no on street parking by the residents.

Failure to comply with these conditions will result in revocation of the Conditional Use Permit.

_____ _____

Applicant's Signature Date

_____ _____

City Representative – City Planner Date

to have commercial along the highway this area will need to be flattened out. Eric stated whether you call it a gravel pit or grade it for commercial it is still looks the same in the process. Because of the steepness of the mountain they are trying to come up with a plan on what they can do. City Council member Mund asked about water to keep the dust down. It was stated they would be hooking into Willard City water. There was discussion held on creating a berm out front so no one could see what is happening. Commissioner Bodily stated everyone will know what is going on behind the berm. Commissioner Hart stated something eventually needs to be done to flatten out the area for commercial along the highway so whether they use it for a staging area for a while or grade it out flat for commercial the same thing is going to happen so why not make it advantageous to everyone by allowing the money to come into Willard. Joel said the State does not like turnoffs in residential areas so they wanted them to create the turn off for their development or future development. City Planner Wheelwright asked how the trucks would turn around. It was stated there would be enough room to turn a truck around. Joel Murray asked about the gravel pit that the city was looking at doing. City Council member Mund stated there was some city owned property but they had to get approval from the county. She said in talking to the citizens they tried to tell them it is already a gravel pit and they will not see that much change to the mountain. Chairperson Ross stated you are going to have to sell the council on the proposal. City Planner Wheelwright stated at this time the only thing they would be able to do would be to put an area in for staging there would be no crushing or sorting. He would be able to sell in the Planning Commission approved the request. Aaron asked if they would be able to go to the county for de-annexation. Chairperson Ross stated we could not stop them from going to the county but Willard would be out of any income they would generate. He also stated it would be in the best interest of the city to work with them to come up with a plan. Aaron stated he is willing to proceed with the request for a Conditional Use Permit for a staging are but the city needs to tell them which way to proceed. If they do not want to go down that road they will look at a zoning change. Commissioner Bingham stated he would be ok with a staging area but no crushing or sorting would be allowed. He again asked what direction the Planning Commission would like to see them go. It was suggested they proceed with a zone change to Commercial General. Jason Murray asked if the issue with the rock crusher was the noise at any given time. He stated with a Conditional Use Permit there would be conditions put in place that would regulate when they would be allowed to use them. City Planner Wheelwright stated the crusher would be considered a gravel pit operation. The survey that was sent out had about 100 turned back in and the majority of the citizens were not in favor of gravel pits. The Murray's will decide what they want to do and come back with a plan.

4. **Discussion Item**

**a. Lynn Beard – Conditional Use Permit for a Duplex attached to an existing house 481 North 200 West Parcel #02-046-0075. The parcel is located in an A-5 zone which requires a Conditional Use Permit for Multi Family Dwellings**

City Planner Wheelwright presented information on a request for Lynn Beard for a Conditional Use Permit for a duplex attached to an existing house on 200 West. Chairperson Ross asked how he was allowed to put the apartment in. City Planner Wheelwright stated he obtained a building permit for a remodel but when he went to the house to check it out he noticed there were two meters and talked to Lynn and told him he would be required to apply for a Conditional Use Permit to have a duplex. If he meets the conditions we would put on we cannot deny him the Conditional Use Permit. Some of the conditions he feels needs to be added would be 2 water

meters, 2 sewer hookups, 2 garbage cans and no on street parking. He stated it looks better than what was previously there. He has a couple of special needs children and he is looking for a place them to reside in the future. A question was asked if the Conditional Use Permit would stay with the property if it is sold. Commissioner Bingham asked that if he sells the property the CUP would be taken off to keep it from being always being an apartment. Chairperson Ross asked for additional information.

Commissioner Bodily – stated he was ok with the Conditional Use Permit and the suggested requirements of additional water, sewer, and garbage and suggested the Conditional Use stay with the property.

Commissioner Bingham – ok with the requirements. He had possible issues with property management and the property not being up kept.

Commissioner Meyer – stated she did not like the way he went about it and felt the Planning Commissions hands were tied. Put the conditions on and leave them.

Chairperson Ross – also felt he went about it the wrong way.

City Planner Wheelwright stated Mr. Beard did come in and tell him what he wanted to do and was told he would need to get a Conditional Use Permit. He asked if he could get the building permit and was told he would be gambling with the Conditional Use Permit.

The Planning Commission felt because he has been on the Planning Commission and City Council he should have known better.

Chairperson Ross stated he was ok with the conditions and that it needed to be treated as 2 separate apartments.

Commissioner Baker – felt he did it to guarantee he was going to get the Conditional Use Permit and as long as we treat it as 2 separate apartments she was ok. She did not feel there should be a limit.

Commissioner Hart – stated he has issues and felt because he has been on the Planning Commission and City Council and knows the proper way to do things and he did not do it. Something needs to be done so individuals abide by the law and felt what he did was wrong.

City Council member Mund – asked how things like this happens when we have a town with council and commission members. She stated in defense of this house it looks so much better than what was previously there and felt if he puts 2 of everything in she was ok with it.

Chairperson Ross asked for a motion.

**A motion was made by Commissioner Bodily to approve the Conditional Use Permit for Lynn Beard with the conditions he install additional water meters, sewer lines, second garbage can and no on street parking and treat as separate units. The motion was seconded by Commissioner Meyer. Chairperson Ross asked for a roll call vote.**

**Commissioner Bodily – yea**
**Commissioner Bingham – yea**
**Commissioner Meyer – yea**
**Commissioner Baker – yea**
**Commissioner Hart - nay**

**b. Review of proposed changes to Section 12-000 Willard City General Plan and set for public hearing**

Chairperson Ross stated he has cleaned up and condensed the ordinance and suggested he come in and review it with City Planner Wheelwright and send out prior to the next meeting.

Commissioner Baker asked about a work session with the City Council. City Planner Wheelwright said the City Council would not be meeting with the Planning Commission at the next meeting and he would get more information on when they would be able to hold a work session. He stated at the next meeting he will have information from BRAG showing overlay for different zoning scenarios especially zoning everything ½ acres parcels. Discussion was held on open space and ½ acre parcels. If everything is zoned ½ acre all open space would go away. City Council member Mund said at the open house the majority of the 10 citizens that showed up stated they would be happy with zoning less than ½ acre. City Planner Wheelwright stated it was not a fair representation of what was submitted with the questionnaire that went out with the newsletter. Commissioner Meyer asked if water issues came up at the open house. City Planner Wheelwright stated we need to look at storage capacity and in discussions with the city

# ITEM 5C

## 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<br>Multi-Family Twin Home<br>Multi-Family Attached<br>Multi-Family Stacked<br>Accessory Dwelling Units<br>Manufactured and Modular Homes | C<br>C<br>C<br>C<br>P<br>C | P<br>P<br>P<br>P<br>P<br>C | P<br>P<br>P<br>P<br>P<br>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 20, 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
Alex Dubovik
Brian Gilbert

Jeremy Kimpton, City Manager
Colt Mund, City Attorney
Madison Brown, City Planner
Ellie Pugmire, Secretary

Others in attendance: Councilmember Jordan Hulsey; Garth Day, Heritage Homes; David Pischkie; Jay T. Thackery; J. R. Hunt; Corinn Hunt; Keith Larsen; and Ann Larsen.

Chairman Bodily called the meeting to order at 6:30 p.m.

1. PRAYER: Brian Gilbert

2. PLEDGE OF ALLEGIANCE: Alex Dubovik

3. GENERAL PUBLIC COMMENTS

Time Stamp: 01:14 – 06/20/2024

Keith Larsen, 150 South 200 West, stated that the last time the rezone proposed by Heritage Homes (Item 5B on the agenda) was on the agenda (February 1, 2024), there was quite a discussion with a lot of different people. One of the objections he had regarding the format of the rezone process was a public discussion at the beginning. Then there was not a chance for the pubic to comment on what occurred afterward. He suggested the city consider changing the format. Mr. Larsen presented and read a list of questions and comments (see attached copy) regarding the rezone.

Jordan Hulsey, 10 South 100 West, stated that there was a discussion at the last Planning Commission meeting about having to vote affirmatively because of the ordinances. She believed that just because the ordinance said something could be approved did not mean it had to be approved. Otherwise, what was the point of having a public hearing? If a public hearing was held to gather input from the public, she assumed that input would factor into the decision. She did not feel that was how the Planning Commission voted. As appointed officials, she encouraged Planning Commission members to vote in a way that reflected the desires of the community. A lot of what she had to say had been said before by a lot of different people. She saw that the Orchards rezone request was back on the agenda. She felt the revised proposal contained very minimal changes. She felt very few of the public comments from February 1st had been taken into consideration. She was very frustrated by the number of times she had seen developers come to the Planning Commission with a development proposal. When the Planning Commission asked for changes, she did not see any changes even when developers said they would make them. She encouraged the Planning Commission to vote against things that did not reflect the will of the community, the general plan, or Willard's vision. The Planning Commission should vote no instead of allowing developers to keep coming back and wearing out the Planning Commission with the same request.

Council member Hulsey felt changing the zoning of 48 acres in the 200 West area from R-1/2 to Master Planned Community was a decision that required a lot of consideration. She felt the request should be denied because the proposed rezone would exacerbate existing traffic issues, which the Planning Commission had heard about. People who lived on that road had brought traffic to everyone's attention. Increased traffic compromised the safety of the community and undermined the quality of life valued in Willard. She felt the proposed MPC Zone in this particular area contradicted the vision statement of Willard City. Willard had long thrived on the principles of responsible planning. She understood there were benefits to MPC Zones in some areas. She did not feel this area aligned with that zone. The proposed rezone would jeopardize what made Willard a desirable place to live, such as large lots and open spaces. Willard recently adopted a new general plan. The proposed future land use map designated this area for half-acre density. The proposed MPC Zone stood in stark contrast to the Future Land Use Map. Approving the rezone would undermine the effort that went into the general plan. It would send conflicting signals about Willard's commitment to a coherent, well-thought-out development strategy. She was also frustrated because she was personally looking for a half-acre or larger lot in Willard. They were hard to find. She called this particular development company and was told their future phases would not have half-acre lots. They were moving forward as if the city had already approved the rezone. That did not show good faith on the developer's part and their willingness to work with the city. The developer already had reasonable half-acre lots, and people were moving to Willard for those lots.

Corinn Hunt, 393 South 200 West, said she lived across the street from the proposed rezone. They moved to Willard from Ogden, where they had lived for a long time, because she wanted to retire someplace nice, and her husband wanted land. They wanted a half-acre lot, but they had a hard time finding one. The Deer Run Subdivision to the south reminded her of Ogden. The houses were so close together. She felt Willard was turning into Ogden. There could have been a lot more people here, but people said it would not make a difference. They did not feel the city listened. Last February, the developer said they were fulfilling a need for houses. Their neighbor did not want a corner lot, but he wanted a half-acre, so he took a corner lot.

Commissioner Bingham read a letter from Bart and Jodi Wade, 220 South 200 West, who were unable to attend the meeting (see attached copy).

David Pischke, 196 South 200 West, stated that he had lived in Willard for a long time. He loved the rural feel. He hoped there was a way to maintain half-acre lots.

4. CITY COUNCIL REPORT

Time Stamp 21:32 – 06/20/2024

Council member Jordan Hulsey reported that sewer rates would be increasing by $8.50 in October.

Madison Brown, City Planner, said the City Council had a long discussion about whether to join the Utah Inland Port Authority. The Council wanted to investigate it further.

5A. 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)

Time Stamp: 22:34 – 06/20/2024

Madison Brown stated that Craig and Sheryl Dearden owned a home at 352 West Center Street. They were seeking preliminary approval to divide their five-acre parcel into two separate lots. They were being represented by their real estate agent Joe Adair. Ms. Brown said there were improvement details that would have to be resolved before final approval could be granted, which would be handled at the staff level.

Chairman Bodily asked if it would be a regular subdivision with half acre lots. Ms. Brown said one lot would contain 2.89 acres; the second lot would have two acres. The property was zoned R-1/2, and the lots complied with the 100-foot frontage requirement.

Commissioner Bingham stated that Vern Price, a property owner down the street, tried to do the same thing a few years ago. Vern Price had been turned down because there were too many homes on Center Street without a second emergency access.

Commissioner Dubovik asked if the Dearden's would have the same problem. Commissioner Bingham said they would because it was on the same road.

Commissioner Braegger asked if the city was planning on 400 West going through to the north. Commissioner Bingham said it was, but the road had not been built yet. Madison Brown said that according to the city's road master plan, 300 West would extend north from Center Street and curve west to connect with 400 West, which would intersect with 100 North and 200 North.

Chairman Bodily asked if Dearden's planned to extend 300 West to the north. Madison Brown said they planned to dedicate right-of-way for 300 West, but they were working with the city to determine whether they would have to build the road or request a deferral agreement.

Commissioner Bingham stated that the Subdivision Ordinance limited a single access to only 30 homes. There were already more than 30 homes on Center Street. Dearden's were proposing to add another lot but not a second access.

Commissioner Braegger stated that Kenny Braegger was in the same position.

Chairman Bodily agreed that the proposed subdivision wasn't feasible without a second access.

Commissioner Bingham stated that Rod Braegger was allowed to divide his property because he provided a second emergency access.

Commissioner Braegger felt this condition should have been caught in the SLUA meeting.

Commissioner Bingham stated that newer members of the SLUA were not aware of the history regarding second emergency access in this area.

Commissioner Dubovik felt there were basic subdivision criteria that should be considered. A second emergency access was one of them.

Commissioner Bingham stated that a second emergency access was supposed to have been built when the Mountain Shadows Subdivision was developed, but for some reason it was never constructed. Because it wasn't built, the whole area was locked up. No one could develop.

Commissioner Dubovik asked how a second access would be built. Did property owners have to wait until the city put it in, or did they build it themselves? Commissioner Braegger said the city would not put it in. It would be a development expense for whoever wanted to build.

Commissioner Dubovik felt the Planning Commissioner either had to deny preliminary approval of the TJD Subdivision or approve it subject to construction of a second access.

Commissioner Braegger felt the subdivision would have to be denied until The Orchards at Willard Subdivision was built and connected some roads.

Commissioner Bingham asked if the second emergency access for the Rod Braegger Subdivision would count for the Dearden's. Commissioner Braegger did not feel it would count. Rod Braegger had an agreement with his neighbor.

Commissioner Bingham did not feel this subdivision, or others, could be considered until Rod Braegger had built his emergency access.

**Commissioner Bingham moved to recommend that the City Council deny preliminary approval for the TJD Subdivision because it did not comply with the second access requirement. Commissioner Braegger seconded the motion. All voted "aye." The motion passed unanimously.**

5B. 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)

Time Stamp: 34:50 – 06/20/2024

Madison Brown stated that the public hearing for this rezone was held on February 1st. There had been public comments made regarding this rezone earlier in the meeting. Mr. Day had submitted several renditions of the proposed subdivision since February. SLUA reviewed the latest version on May 30th. The City Engineer was concerned about the width of the roads in the patio homes. The width of the patio home roads had been increased from 40 feet to 43 feet. The City Engineer was also concerned about the lack of curb and gutter on the west road, which did not meet city standards. Mr. Day wanted the Planning Commission to review the subdivision as proposed.

Garth Day, Heritage Homes, stated that this project had a fairly long history. Heritage Homes started Phase 1 in 2019 and had completed Phases 1 and 2. Both phases had half-acre lots. They really wanted to do something creative and innovative on the rest of the property. When they started in 2019, the city had a PUD Zone, like the zone in Deer Run. Heritage Homes had applied for the PUD Zone but withdrew their application because they felt an MPC Zone would allow something more creative. They had worked with the city administration on the development of the MPC Zone. Over time, the proposed subdivision changed. The current plan presented to the Planning Commission complied with the MPC Zone.

Mr. Day stated that during the public hearing on February 1st, he heard what the public said. Heritage Homes had made significant changes to the proposed plan. Their original density was 150 units. The

density was reduced to 125 and was now 107, which was 2.1 units per acre. That was not a high-density development. The average size of the larger lots was roughly 16,000 to 18,000 square feet. A half-acre lot was 20,000 square feet. There were several half-acre, or larger, lots in the proposed development. They were proposing a walking path, not a bike path. There would be an urban path on 200 West. He had heard the concerns about a homeowners' association. So, they were proposing that all the public spaces be city-owned. They only had two maintenance choices – an HOA or the city. The mayor preferred to have publicly owned open spaces. The orientation of the subdivision had been changed to place open spaces on public roads, so they would not be isolated. Mr. Day said the proposed development would be done in five to six phases. The infrastructure was not ready for the subdivision to be developed in one shot. They could not move forward with the larger lots until the sewer caught up. They could probably build two phases of patio homes with existing infrastructure. The patio homes were meant for an older population with appropriate amenities. Willard's general plan talked about offering different types of housing for people at different points in their lives. He felt the patio homes met that criterion.

Mr. Day said that during the public hearing, residents said they wanted to maintain a rural fee. So, Heritage Homes was proposing to eliminate some of the curb and gutter to provide a more rural feel. The exception would be 500 West, which was a major road that would run north and south through the community. It would be 66 feet wide and would have curb and gutter. The inside roads would be more rural in nature. The original plan included an offset road near 200 South. That road had been eliminated. It was now an emergency and trail access to the open space. The open space would include a gazebo, pickleball courts, and public spaces that they would build and turn over to the city for maintenance. They would have to coordinate construction of the open spaces with the city to make sure the city was able to take over the maintenance. They did not want to build something that could not be maintained. Mr. Day felt the proposed plan met the MPC criteria and the intent behind the general plan.

In answer to a question from Madison Brown, Garth Day stated that they had changed the west road to include curb and gutter because it would be a collector road. It would be 66 feet wide.

Commissioner Braegger asked why Heritage Homes had moved away from curb and gutter. Garth Day stated that during the public hearing the public clearly said they wanted to have a rural feel. Commissioner Braegger said that the City Council had decided that if a subdivision started out with curb and gutter it should be continued throughout the rest of the project. Mr. Day said there would be curb and gutter in the patio home area. They were trying to give the project a rural feel. If they had to, they would put in curb and gutter.

Commissioner Braegger felt this project would be high density for Willard. Where would visitors park? They could not park on the roads because they weren't wide enough. He did not see any nearby parking to accommodate the narrower roads. Garth Day said the asphalt width in the patio home area was 32 feet, which was the same asphalt width as a 66-foot road. The right-of-way width was 43 or 44 feet, but the asphalt width would be 32 feet. Commissioner Braegger asked what was being eliminated. Mr. Day said the park strip was being eliminated. There sidewalk would be right next to the curb and gutter. The city's standard width was 60 feet.

Commissioner Braegger stated that the difference between 60 and 43 feet was 17 feet. The math wasn't coming together. The city would be losing 17 feet somewhere. Mr. Day said the city would be losing eight feet of park strip.

Commissioner Braegger asked if the patio homes would have a 30-foot front yard setback. Garth Day said they were proposing a 20-foot setback for the patio homes. Madison Brown said the front yard setback was typically 30 feet. In Deer Run, the front yard setback was 20 or 25 feet. Mr. Day said the MPC Zone allowed for flexibility and creativity. The patio home lots were smaller. They would be 8,500 square feet in size, which was about twice as big as a normal patio home lot. This lot size was considered medium density in other communities. Multi-family housing with 20 to 25 units an acre was high density.

Commissioner Braegger asked how wide the patio home lots would be. Garth Day said they were 55 to 65 feet in width. Commissioner Braegger asked if the patio homes would have a two-car garage. Mr. Day said they would. The homes would be about 30 feet wide. On a 65-foot lot, there would be plenty of side yard space.

Commissioner Gilbert asked who dictated that residents of the patio homes had to be 55 years or older. Mr. Day said the age would be regulated by CCR's and deed restrictions. These homes were meant for people who didn't want to care for a large yard. This project would be a hybrid because the amenities would be public. They weren't just for this development, they would be for everyone in Willard.

Commissioner Braegger asked how many lots were originally planned. Garth Day said they started with over 150 lots. Commissioner Braegger asked how many lots were planned in the R-1/2 Zone. Mr. Day thought there were about 98 lots, including the first two phases.

Commissioner Braegger stated that Mr. Day intimated that Heritage Homes had downgraded from 150 lots to 107. However, when Heritage Homes first came in, the property was zone R-1/2. So, the number of lots had actually increased. To the public, it seemed the number of homes had jumped quite a bit. Mr. Day said that when Heritage Homes first started, only the frontage on 200 West was zoned R-1/2. As they started planning, they rezoned everything to the west R-1/2. He didn't think they ever provided the city with a concept for half-acre lots on the entire property. They never intended to do just straight half-acre lots. They had planned to do a PUD, but that zone was repealed. Then they worked with the city on the MPC Zone.

Chairman Bodily felt the revised plan still looked pretty busy. He didn't feel it would maintain the small-town atmosphere of Willard. He wasn't sure it benefited the city.

Commissioner Dubovik stated that if the city was set on only half-acre lots, and there wasn't a desire to accommodate the older population on smaller more affordable lots, then no, this plan did not benefit Willard. He was a proponent of the MPC Zone. Its whole concept was to allow developers to be creative; to vary the lot sizes; to provide smaller lots for older people who could afford and maintain them. If 2.1 units per acre was indeed the proposed density, he felt that was a good compromise.

Commissioner Beebe felt the density would be a little more if the roads were taken out. Garth Day said he calculated the density after the roads, but he didn't calculate the roads for the overall density. He had to take 20% out for roads. Density was based on what was left.

Commissioner Dubovik said the proposed plan had two open space areas, not tiny ones spread all over. The open spaces were across the street from each other with parking. He wasn't saying he was all in, but he felt there should be a discussion. He didn't feel the proposal should be shut down based on urban legend.

Commissioner Bingham agreed with Commissioner Dubovik. He realized the public thought the Planning Commission had a lot of control, and that members were not listening to them. He attended a BRAG training meeting several weeks ago where he learned the state legislature did not listen to small communities. Legislators listened to lobbyists who were telling them cities were not allowing high density housing. The state legislature would like nothing more than to take away the city's ability to regulate what it wanted. The state legislature wanted to be able to tell cities what they had to allow. BRAG (Bear River Association of Governments) and Utah League of Cities and Towns were fighting very hard against the lobbyists. In order to fight for cities' ability to have some say, cities had to show they were allowing higher density. If higher density projects were not selling, developers wouldn't try to build and sell them. The city had to show it was allowing for higher density even if there was not a demand for it.

Councilmember Hulsey felt those regulations applied to communities with a population of 5,000 and higher. Willard's population was only about 2,000. Commission Bingham said the state legislature was trying to lower the population requirement. If Willard did not allow varied lot sizes, it would end up like Huntsville. The property taxes in Huntsville had increased. Now the older population, with a half-acre lot and smaller home, had been priced out of being able to remain in Huntsville.

Commissioner Braegger asked if Willard was willing to pay that price for half-acre lots.

Commissioner Bingham said property taxes affected everyone. The property taxes his parents were currently paying were higher per month than their original house payment. He was not arguing about density. He was just wanted to make sure the Planning Commission and the public looked at looked at a lot of different things when it considered a rezone and a subdivision plan. The people who were saying they wanted a rural feel would leave Willard if and when their property taxes exceeded their mortgage.

Commissioner Beebe felt higher density would cost the city money. Mr. Day did not feel that was true.

Commissioner Bingham said one of the best things the city could do to save money was change from a 100-foot frontage down to 90 feet. It would allow one more lot every ten houses, which meant less linear feet of infrastructure to maintain.

Commissioner Gilbert wasn't against some patio homes. He liked the concept of 55 and older. He had in-laws that would probably buy one. He just felt this one was too dense. Garth Day asked how it was too dense. If they did everything half-acre, all the open space and amenities would be lost. The city would not get anything.

Garth Day stated that he had spent many years as an urban planner. Cutting a city up into half-acre lots was not planning. It was cutting it up into half-acre lots. It was engineering. High density might cost the city more in social services, but density like they were proposing would bring revenue to the city. Twenty-five years ago, residential development did not pay for itself. Today's home prices generated significant property taxes. The city had to start planning infrastructure replacement costs the moment a developer turned it over. The more a developer could do to generate taxes dollars was planning.

Commissioner Bingham said everyone was saying that only half-acre lots were selling, but he felt the proposed patio homes would be gone before the city even knew it. There were people in the community who would move to a patio home.

Commissioner Braegger said the Planning Commission was not against patio homes. It was against roads that no one could park on, frontage that was only 50 feet wide, and no curb and gutter. He felt those were the issues that needed to be addressed. Patio homes were great. They just needed to be done right.

Garth Day said they would be more than happy to widen the roads and put in curb and gutter. With 32 feet of asphalt, there would still be room for parking on the street.

Garth Day felt Heritage Homes had made changes. They were trying to listen to the public. He asked for some direction. They wanted to do what would make the community happy. They were going to be partners with Willard for many years. Their proposal would probably take 15 years to build out. They wanted to build something everyone could be proud of. The worst thing they could do was build a bad neighborhood. They would have to pay the price.

Chairman Bodily asked how wide the streets needed to be. Jeremy Kimpton said different uses determined different roadway widths. Commissioner Braegger's concerns were valid. They were the same concerns SLUA members had.

Commissioner Dubovik asked if the Planning Commission had other concerns besides roads that were standard sized with curb and gutter. He felt the Planning Commission owed Heritage Homes specific direction about details and practicality. He felt the proposed plan was very close to what he had in mind when the MPC Zone was adopted. It had creativity and met the needs of different populations in the city.

Commissioner Braegger stated that there was parking for the parks, but he felt the patio homes needed two to three overflow parking stalls per unit. The density was around a half-acre, which was fair. He felt the plan was close.

Commissioner Bingham felt Heritage Homes was moving in the right direction.

Commissioner Braegger asked if the city staff would be able to maintain the additional open space. Jeremy Kimpton, City Manager, stated that was being discussed with the mayor and Mr. Day. He felt the Planning Commission and City Council needed to consider what they wanted the parks to look like. Did they want natural vegetation, which was easier to maintain, or did they want something more refined? The Planning Commission needed to give Heritage Homes some guidance.

Commissioner Braegger felt it would be better for the city to take care of the parks than an HOA. Garth Day said the use and users of parks had changed. It was expensive to maintain a big square of grass, and it was inefficient for a lot of utilities. People wanted activities. They wanted to walk or play pickleball. Trails weren't difficult to maintain. They were not free, but they were not as intense as mowing lawns. Pickleball courts were a hard surface, which was less maintenance. They just had to be striped every few years. Heritage Homes had tried to plan amenities that fit the needs of the market while balancing the cost to the city. The development agreement could time the construction of the open spaces. Another alternative was a public improvement district. It was somewhat like an HOA, but for a short period of time. A PID would allow the open space to be constructed faster.

Commissioner Bingham liked that curb and gutter was proposed only where it was needed. He felt that was in line with discussions the Planning Commission had had about curb and gutter.

Garth Day stated that their rural road standard consisted of the asphalt width plus a 2-foot ribbon on either side to protect the asphalt. Commissioner Braegger did not like the way the rural roads looked, Weeds grew in the swale area, people drove off the edge of the culverts, and there was maintenance involved. If there was curb and gutter already in the subdivision, it should be continued.

Garth Day said they had some large areas for detention. If they put in curb and gutter, detention would not be a problem.

Commissioner Bingham said the state had been moving away from curb and gutter by allowing water to percolate where it sat. The city had been moving that way too. He liked the rural road with ribbon curb. Commissioner Braegger said there was curb and gutter on 200 West, then it skipped a few roads until there was curb and gutter again on 500 West. The city was catching the water anyway.

Commissioner Gilbert agreed with Commissioner Braegger. He liked curb and gutter. It was cleaner and had less maintenance.

Commissioner Braegger agreed that rural roads would make sense if a subdivision started that way. In The Orchards, there would be curb and gutter on 500 West that would be catching the water anyway. He felt there should be curb and gutter throughout the development.

Garth Day asked if the Planning Commission would be more comfortable with the proposed plan if he added curb and gutter through the entire project, a storm drain system on the larger lots, and wider roads in the patio home area that were closer to the 60-foot standard.

Commissioner Beebe asked how parking was being compensated in the patio home area where lots were less than 100 feet wide. Commissioner Braegger said 100 feet of frontage was required for a standard half-acre lot. In the MPC Zone, lot widths could vary. Garth Day said lot frontage did not have anything to do with parking. The patio homes would have double-car garages. That was two parking spaces. The driveway could count as another two. Typically, a single-family home had four parking spaces. Extra parking then stacked up on the road. The goal was to have a road with a lane of travel, which was 12 to 14 feet in width and parking next to the curb. A lot with 65 feet of frontage would handle 99% of an owner's parking needs.

Commissioner Bingham was willing to consider narrower roads if there were visitor parking spaces within walking distance. Garth Day said there was a row of parking on 300 West and some on the south on 300 South on the south end of the open space.

Garth Day asked how wide the roads in the patio home area needed to be. If he widened the roadway to 60 feet, there wouldn't be more than 32 feet of asphalt. The 43-foot road they proposed would have 32 feet of asphalt with curb and gutter. The sidewalk would be six feet wide and would be right next to the sidewalk. A 6-foot sidewalk would allow room for snow removal and pedestrians. Madison Brown asked if there would be sidewalk on both sides of the road. Mr. Day said they planned to have a sidewalk on only one side of the street because of the trail system. Commissioner Braegger did not like the idea of a sidewalk on only one side of the street. He suggested four feet of sidewalk on each side. Mr. Day proposed 32 feet of asphalt, 5 feet of curb and gutter (2 ½ feet on each side), and 6 feet of sidewalk on each side. That would widen the road out to nearly 50 feet. That would give them some flexibility, and it would be large enough for the city infrastructure and large enough for the city to maintain. It would probably cost them a couple of lots.

Commissioner Braegger asked about setbacks. Garth Day said they were proposing 20-foot front yard setbacks with 8-feet on each side. Commissioner Braegger asked how deep the garages would be. Mr. Day said they were 22 feet deep. Commissioner Braegger stated that a homeowner would not be able to park a full-size truck in the garage or in the driveway without it sticking out into the sidewalk. Most full-size long bed trucks were about 22 feet in length. He felt a 25-foot parking area would be sufficient.

Commissioner Beebe asked what a normal setback was. Madison Brown stated that the front yard setback for a normal half-acre lot was 30 feet. In the MPC Zone, setbacks could be different. Colt Mund, City Attorney, said setbacks could be changed in an MPC Zone through a development agreement.

Commissioner Braegger asked about the rear yard setback. Mr. Day felt the rear yard setback for the patio homes would still be 30 feet.

Chairman Bodily was concerned that an 8-foot side yard would make it difficult for homeowners to access their rear yards. Garth Day said the patio homeowners would not be building sheds in their backyards due to deed restrictions. Heritage Homes didn't want homeowners to park trucks and trailers in the side or rear yards. A small garden shed might be okay, but nothing larger. The CCR's would limit the size of an accessory building and its setbacks.

Commissioner Braegger asked what would happen to enforcement of the CCR's in future years. Garth Day felt that was a great question. It was one he had struggled with his entire career because cities could not enforce CCR's. In an MPC Zone, the CCR criteria became part of the zone itself. The city could enforce the zone.

Commissioner Dubovik asked about the Planning Commission's motion. Was it just recommending approval or disapproval of the rezone petition to the City Council? Colt Mund stated that the Planning Commission needed to make a recommendation to the City Council regarding the rezone, any changes to the development agreement, and any changes to the proposed development plan. The Planning Commission was making a recommendation on everything Mr. Day had presented.

Commissioner Braegger felt Mr. Day was aware of how the Planning Commission felt. He recommended that Garth Day go back to the drawing board.

Commissioner Bingham agreed. He acknowledged that Heritage Homes had made a lot of changes to the proposed plan since February, but he wanted to see the changes recommended by the Planning Commission tonight. He felt the density was really close. He wanted to see parking and the adjusted road widths. He also suggested a deeper front yard setback.

Garth Day sensed he needed to add curb and gutter to the larger lot section. In the patio home section, he needed to work on the road width that was closer to the city standard, and he would work on the setbacks. To get a larger front yard setback, the rear yard setback might be less than 30 feet.

Commissioner Gilbert stated that if the patio home lots were double the size of normal patio homes, there should be room to provide for a larger front yard setback with a decent back yard.

Garth Day asked how the Planning Commission felt about the proposed open spaces and the trail system.

Commissioner Gilbert liked the open spaces but hoped to see more half-acre lots. Mr. Day said he would do his best.

Commissioner Beebe felt the open space was a positive aspect of the MPC Zone, but she felt the proposed density was too high. If the total acreage was divided into half-acre lots, there would not be over 100 residences. She liked the patio home concept, but she objected to the proposed density. Garth Day said the higher density of the MPC Zone was a bonus to the developer for providing amenities like the open space and the trail system. Commissioner Braegger agreed there had to be some give and take somewhere.

Commissioner Braegger felt the walking trail Keith Olsen had referred to was the HOP Trail on 200 West. The HOP Trail had been designed by the city in conjunction with other entities after Heritage Homes started The Orchards Subdivision. That was why there was a four-foot sidewalk on 200 West instead of an eight-foot walking path.

Commissioner Braegger asked for clarification about the sewer issue beyond Phase 2. Garth Day said they could not currently provide sewer to the southwest part of the property until the adjoining Deer Run Subdivision extended sewer further to the north. They would start on the patio home section. They could build to about the middle by running sewer back to 200 West. If needed, they would figure out a way to cooperate with Deer Run to extend the sewer line to the north.

Chairman Bodily asked if Garth Day had enough information from the Planning Commission. Mr. Day felt he did. Chairman Bodily asked that this item be placed on the next agenda.

5C. PUBLIC HEARING TO RECEIVE PUBLIC INPUT REGARDING AN AMENDMENT TO CHAPTER 12-105 OF THE WILLARD CITY ZONING ORDINANCE TO ALLOW SHORT-TERM RENTALS

Time Stamp: 1:36:32 – 06/20/2024

**Commissioner Dubovik moved to open the public hearing at 8:06 p.m. Commissioner Gilbert seconded the motion. All voted "aye." The motion passed unanimously.**

Chairman Bodily opened the floor for public comments. There were not any comments.

**Commissioner Bingham made a motion to close the public hearing at 8:07 p.m. Commissioner Beebe seconded the motion. All voted "aye." The motion passed unanimously.**

5D. 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)

Time Stamp: 1:37:48 – 06/20/202

Colt Mund stated that during the last meeting, the Planning Commission had discussed hours for noise enforcement.

Commissioner Beebe was concerned about including a specific time in the ordinance.

Colt Mund said the ordinance could be written either way. If the ordinance had quiet hours, those were the hours short-term rentals would have to comply. It was something the police officers could enforce. The ordinance could be worded to comply with the city's noise ordinance, which allowed enforcement at any time.

Commissioner Braegger felt the ordinance needed to have enough teeth to shut down noise that was a nuisance. Colt Mund said the city talked about including a decibel level in the noise ordinance. The police chief felt a decibel meter would require a lot of training and maintenance. If the ordinance was vague, it was subjective. Willard's noise ordinance was vague, which meant it was broad and could be enforced in a lot of areas. A lot of communities did have specific quiet hours. If there was quiet time, property managers would have to deal with violations or be cited.

Commissioner Dubovik liked the idea of a specific time. These were temporary rentals. If the quiet time was violated, the property manager would be contacted, even if a ticket wasn't issued. Airbnb's and Verbo were self-policing. If a renter got bad marks, it would go against their reputation on that platform.

Commissioner Braegger asked about the definition of noise. Some people were louder than others. What was overboard? He wanted the ordinance to have something that was enforceable.

Commissioner Gilbert felt that if someone complained, they were probably being too noisy.

Colt Mund stated that a body camera recorded noise that could then be played back for a judge. Sometimes there was not any noise when an officer showed up. If multiple complaints were received in one night, a ticket could be issued, and it could be sorted out in court. With a short-term rental, an officer would call the property manager and instruct them to resolve the problem. He agreed that enforcement was not perfect. It would not be perfect even with a decibel meter.

Commissioner Braegger suggested that the administration talk to Police Chief Fielding. If Chief Fielding felt the way the ordinance was written justified him and his officers to take care of a noise problem, then he felt the Planning Commission would be happy with it. Mr. Mund felt that was a good idea.

Chairman Bodily said there was not a time frame in the city's current noise ordinance. He thought the ordinance used to have quiet hours between 10:00 p.m. and 6:00 a.m. He just did not want ordinance with conflicting hours.

Chairman Bodily asked if there were any other issues.

**Commissioner Bingham made a motion to recommend that the City Council approve an amendment to Chapter 12-105 of the Willard City Zoning Ordinance to allow short-term rentals in residential zones subject to the Police Chief approving the wording for enforcement of noise complaints. Commissioner Dubovik seconded the motion. All voted "aye." The motion passed unanimously.**

5E. 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

Time Stamp: 1:44:56 – 06/20/2024

Madison Brown stated the conditional use permit was actually for additional dogs. She spoke with Suzie Radtke. They had three guardian dogs and one house dog when the conditional use permit was approved. Two of the guardian dogs had since passed, and they were training another. The conditional use permit was for guardian dogs, and it was still active.

There was a brief discussion regarding Radtke's participation in the Harvest Host RV parking program.

5F. DISCUSSION REGARDING AMENDING THE TABLE OF USES FOUND CHAPTER 12-111-3 AND 12-112-3 OF THE WILLARD CITY ZONING ORDINANCE

Time Stamp: 1:47:46 – 06/20/2024

Chairman Bodily stated that the city was trying to move away from conditional use permit. He asked if the Planning Commission members had reviewed the Table of Uses to see if anything needed to be eliminated or added.

Colt Mund stated that conditional uses were disfavored. Uses should either be permitted or not. Several years ago, the Planning Commission spent a lot of time condensing the uses in the Manufacturing, Commercial Neighborhood, and Commercial General Zones. He pointed out that the Table of Uses for Manufacturing, Commercial Neighborhood, and Commercial General Zones listed Airbnbs (short-term rentals) as a conditional use, but that use was not addressed in the residential zones. The Commission needed to consider that use.

Commissioner Gilbert asked about conditional uses in the MU-40 Zone. Mr. Mund said that in his tenure as city attorney, the uses in that zone had not been reviewed. That zone probably needed a complete overhaul.

There was a discussion about what P, C, -, and A meant. P was a permitted use. C was a conditional use. A dash/hyphen (-) meant a use was not allowed, and A meant there was a regulation that applied.

Colt Mund stated that the tables were not meant to be exhaustive. The code had been amended to address uses that were not listed. If a use was not listed in the tables, the city planner in conjunction with the Planning Commission could decide if the use was similar to one that was already listed.

Commissioner Gilbert asked for more time to review the tables.

Chairman Bodily asked that this item be added to the next agenda.

5G. 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)

Time Stamp: 1:54:17 – 06/20/2024

Madison Brown shared a report (see attached copy) she had prepared based on the comments received at the May 16th open house. The majority of those who attended were from South Willard. She asked the Planning Commission to review the comments so planning for South Willard could get started. She would email the report to the South Willard residents who provided email addresses. She asked how the Planning Commission wanted to proceed.

Commissioner Bingham said a small group of people were trying to gather support to incorporate South Willard, but the majority of people he talked to at the open house were in favor of slowly annexing into Willard.

Ms. Brown said she received an email from a South Willard resident who was interested in taking the lead on planning South Willard. The mayor had offered use of the Multipurpose Room, but the resident had not contacted her again.

Commissioner Gilbert felt the biggest complaint from the South Willard residents was the lack of notification. Ms. Brown agreed. South Willard residents wanted to be notified. Commissioner Braegger suggested that the city provide the interested parties with notices about future annexation hearings.

Commissioner Gilbert felt Mayor Mote did a great job of presenting all the facts. The Commission agreed.

Ms. Brown felt that most of those who attended the open house agreed with the maps prepared by Commissioners Dubovik and Gilbert.

Commissioner Beebe said people felt roads should be connected.

Commissioner Dubovik suggested scheduling a public hearing and inviting South Willard residents to provide more feedback after they received Ms. Brown's report.

Commissioner Gilbert said he would go through the comments and see if they could be integrated into the proposed future land use map. He agreed with Commissioner Dubovik that the residents should be invited back to see the plan created by their comments.

The Planning Commission asked that a public hearing be scheduled for September 5th and that the South Willard residents who attended the public open house be notified.

6. CONSIDERATION AND APPROVAL OF THE JUNE 6, 2024, REGULAR PLANNING COMMISISON MINUTES

**Commissioner Beebe moved to approve the June 6, 2024, minutes as corrected. Commissioner Bingham seconded the motion. All voted "aye." The motion passed unanimously.**

7. COMMISSIONER/STAFF COMMENTS

Time Stamp: 2:04:14 – 06/20/2024

Colt Mund, City Attorney

Did not have any comments.

Jeremy Kimpton, City Manager

Jeremy Kimpton explained that the city was going to change how applications were processed to allow more time for SLUA members to review them. The city was going to require that applications be submitted 14 days before a meeting. Then staff will have needed review time and time to provide feedback to applicants.

Commissioner Braegger asked if it would be possible to have a Planning Commission member included on the SLUA. Jeremy Kimpton felt that would be advantageous, even if the Planning Commission member didn't have a vote. Commissioner Braegger volunteered to attend when he could. Chairman Bodily and Commissioner Bingham said they were available as well.

Madison Brown, City Planner

Madison Brown stated that Ruth Beebe had agreed to fill Diana Baker's place on the Planning Commission subject to the approval of the Mayor and City Council. She also spoke with Blake Harrop. He was willing to give up his alternate position if someone else was interested. That meant the Planning Commission needed two alternates. Commissioner Braegger had provided the name of an interested citizen. The Mayor had a few as well. She asked the Commission members to let her, or the Mayor know if they knew of anyone who might be interested in serving.

Ms. Brown recommended that the Planning Commission members watch the training videos she sent out.

Commissioner Bingham

Commissioner Bingham wanted to clarify Council member Hulsey's comment about not having to vote in agreement with city ordinances. He understood that the Planning Commission could not vote in opposition to the city ordinances. The Planning Commission didn't get to interpret the ordinances to be whatever they wanted. Otherwise, why have ordinances?

Commissioner Dubovik agreed, unless the ordinance was written to allow some qualitative decisions.

Chairman Bodily felt an applicant could have a legal claim if the Planning Commission voted against the ordinance.

Jeremy Kimpton stated that property owners had property rights and were entitled to due process. The public had the right to come and speak their mind during a public hearing or when public comments were allowed. The state was trying to put together a state-controlled commission that would review applications, which take control away from cities. It was hard for the staff as well. He felt the state was taking away

transparency, not the cities. If the ordinance said something was allowed and it met the standards, the city might be subject to a lawsuit if the Planning Commission voted against it.

Colt Mund stated that the state code said it was a vested right if an applicant met the subdivision requirements. The Planning Commission did have discretion in the Master Planned Community Zone. In the MPC Zone, the Planning Commission had a lot of input and could articulate things they didn't like. If an applicant didn't agree with the Planning Commission's reasoning, he could do a regular half-acre subdivision. When reviewing a rezone application, the Planning Commission had discretion to determine if it fit the General Plan. In other areas, the Planning Commission was simply applying the ordinance to an application.

Commissioner Beebe

Did not have any comments.

Commissioner Gilbert

Commissioner Gilbert asked how the city-controlled backflow prevention devices. Jeremy Kimpton said homeowners were put on a list, and the Public Works Director inspected the devices once a year. The state mandated that the city have a plan in place to look for contamination issues. When the city completed a sanitary survey, it had to document its plan, ordinances, and licensed backflow administrator.

Commissioner Braegger suggested an inexpensive landscaping permit to provide a tracking method and to make sure a backflow prevention device was installed. The permit could be included with the building permit.

Commissioner Braegger

Commissioner Braegger stated that the Planning Commission was very short-handed at the last meeting. After the public hearing regarding a rezone request, there was some miscommunication regarding the motion. He asked for directions about what a real quorum was. Colt Mund stated there had to be a quorum to hold a meeting. A majority of the quorum was needed to pass any action. A quorum was a majority of voting members. If a motion was not seconded, the chairman could ask for another motion or say the motion died for lack of a second.

Colt Mund stated that there were applications that required city action. The Planning Commission could give an applicant redline changes. It was not appropriate for the Planning Commission to deny something because it wasn't sure what to do. The Planning Commission could table an item for a specific reason. There had to be a reason an application wasn't being moved forwarded.

Commissioner Braegger asked that Commission members call or email Michelle Drago or Madison Brown if they planned to be gone.

Commissioner Braegger asked that when the city noticed incorrect information in the newspaper that a correction be printed as soon as possible.

Chairman Bodily

Did not have any comments.

Commissioner Dubovik

Commissioner Dubovik asked how the Planning Commission should oversee edits to correct verbiage in the MPC Zone. Jeremy Kimpton said the staff was working on answers for the Planning Commission regarding property value and the fee-in-lieu of. The MPC Zone would be a future agenda item.

8. ADJOURN

**Commissioner Dubovik moved to adjourn at approximately 8:58 p.m. Commissioner Beebe seconded the motion. All voted in favor. The motion passed unanimously.**

Minutes were read individually and approved on: _____

| | |
|---|---|
| _____ | _____ |
| Planning Commission, Chairman | Planning Commission Secretary |
| Sid Bodily | Michelle Drago |

dc:PC 06-20-2024