

**CEDAR CITY  
COUNCIL AGENDA ITEM  
STAFF INFORMATION SHEET**

**TO:** Mayor and Council

**FROM:** Donald Boudreau

**DATE:** May 6, 2026

**SUBJECT:** Consideration of the Cross Hollow Residential Development Overlay (RDO) and Associated Development Agreement for Property Located at Approximately Cody Drive and Cross Hollow Road

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**SUMMARY:**

The subject proposal is for a Residential Development Overlay (RDO) as entertained by section 26-III-10 et seq. of the Cedar City Zoning Ordinance. As stated in the ordinance the purposes and intent of an RDO is as follows:

*The underlying purpose and intent of this ordinance is to establish a method whereby land owners and/or developers who develop property in designated Residential Land Use Classifications of the Cedar City General Plan can develop to a higher density of residential units than are normally allowed in such designated land use classifications. Developments within Residential Development Overlays (RDO) can also include areas with commercial and office type businesses and should be enhanced with community amenities. Residential Development Overlays are developments that are allowed through the approval and recording of a development master plan that designates a variety of the residential and commercial zones that are currently included in the City's Planning and Zoning Ordinance. After the approval and recording of the development master plan the development can proceed according to the requirements of the City's Planning and Zoning ordinance, subdivision ordinance and engineering standards.*

One may think about an RDO as a master plan or focused reworking of the General Plan within a smaller piece of geography. This zoning tool allows for flexibility and increases in density while encouraging public amenities such as parks and open space. Residential Development Overlays are not a development right in the ordinance, rather it is a discretionary decision. The City Council should consider the proposal in its entirety including not just the proposed mix of land uses, but the carrying capacity of city infrastructure, including services, and traffic.

**DISCUSSION:**

RDO Proposal

RDO’s are allowed within residential land use designations of the Cedar City General Plan with a minimum size of 10 acres. The current General Plan designates the entire are awithin the proposed RDO for low density development. The RDO ordinance provided the following potential allowances of increased density per the table below.

Land Use	Current Density (D.U. Acre)	RDO Density (D.U. Acre)
Rural Estate	2	4
<b>Low Density</b>	<b>3*</b>	<b>6</b>
Medium Density	6	12
Mixed Use	24	24

*\*The current General Plan allows for 4 units per acre.*

Once the maximum number of units is established per the table above, the RDO ordinance allows for the number of units to be utilized within different zones or pods with a corresponding future zoning designation. As shown in the table below, the General Plan baseline for the subject area is a maximum of 310 units at 4 units per acre. With the RDO ordinance applied, the maximum number of units is 464 units at 6 units per acre.

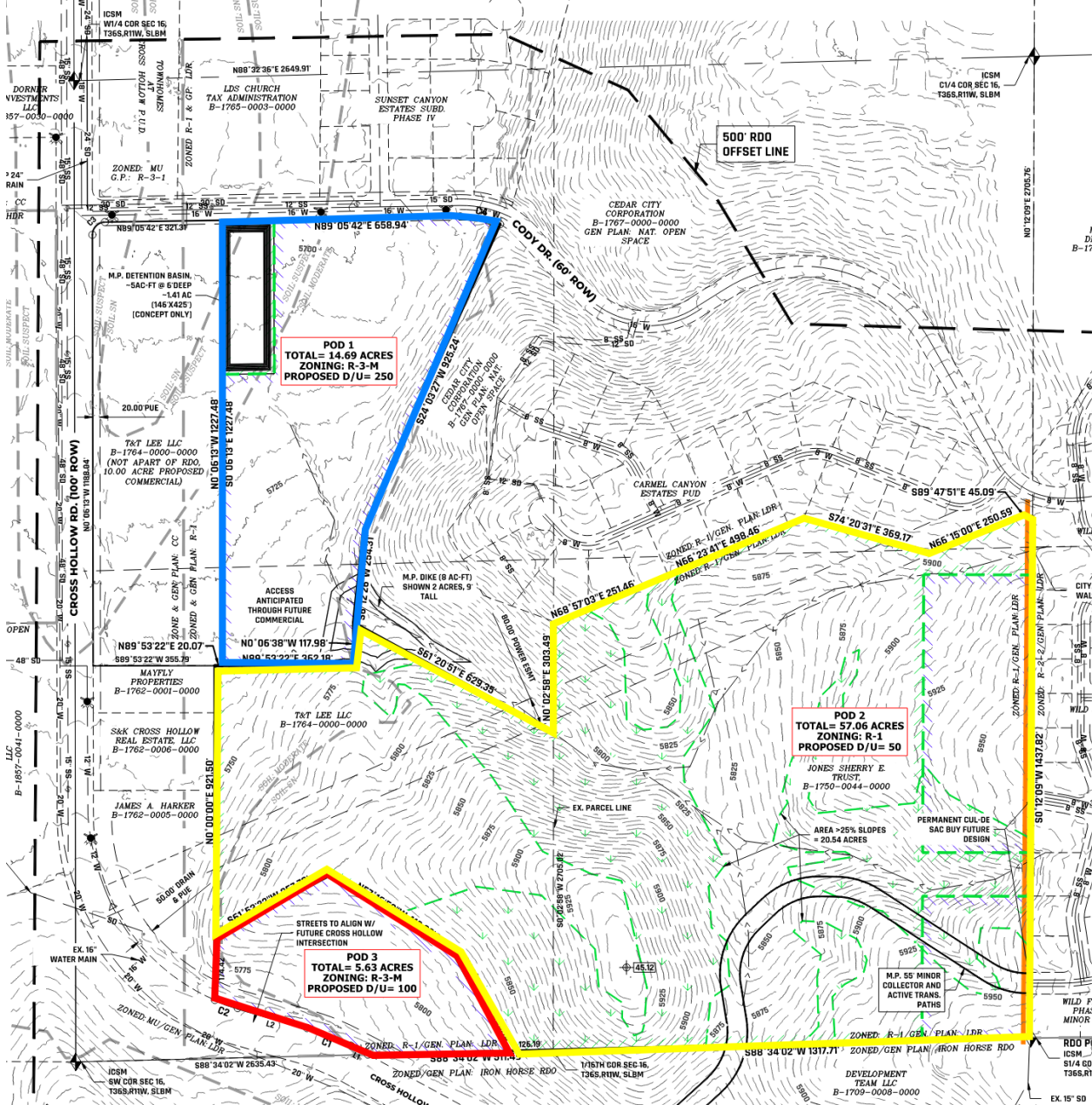
GENERAL PLAN POD DENSITY TABLE (EXISTING)								
POD NUMBER	POD AREA (ACRES)	GENERAL PLAN DESIGNATION	GENERAL PLAN D.U. ALLOWED		ALLOWED UNITS PER GENERAL PLAN	Current Zone	RDO BONUS DENSITY PER ORDINANCE	ALLOWED UNITS PER RDO ORDINANCE
POD # 1	14.69	LOW	4	/ACRE	59	R-1	6	88
POD # 2	57.06	LOW	4	/ACRE	228	R-1	6	342
POD # 3	5.63	LOW	4	/ACRE	23	R-1	6	34
	<b>TOTAL</b>	<b>77.38</b>			<b>TOTAL = 310 UNITS</b>		<b>TOTAL =</b>	<b>464 UNITS</b>

The following table indicates the proposed zoning designations and the number of units proposed within each zone or pod with a total of 400 units proposed in the RDO.

RDO POD TABLE (PROPOSED)									
POD NUMBER	PRIVATE POD AREA (ACRES)	OPEN SPACE >25% (ACRES)	RESIDENTIAL AREAS	PROPOSED ZONE	MAX. DENSITY PER ZONE	ALLOWED UNITS/ACRE	PROPOSED UNITS PER POD	PROPOSED DENSITY	% OF RDO ACREAGE
POD # 1	14.69	0.00	14.69	R-3-M	24	353	250	17.0	19.0%
POD # 2	57.06	20.54	36.52	R-1	4	146	50	1.4	73.7%
POD # 3	5.63	0.00	5.63	R-3-M	24	135	100	17.8	7.3%
	<b>TOTAL</b>	<b>77.38</b>	<b>56.84</b>		<b>TOTAL =</b>	<b>634</b>	<b>TOTAL = 400 UNITS</b>		

As shown on the map below (see Exhibit 1), the proposal essentially shifts the overall density into two high density pods (Pods 1 and 3 as shown in blue and red) with a proposed zoning designation of R3-M (High Density residential) and a total of 350 units proposed. The remainder of the proposal, or 57.06 acres (Pod 2 as shown in yellow) is proposed to remain as low density residential with a total of 50 units proposed. The areas highlighted in green are sloped areas in excess of 25 percent.

**SW 1/4, SECTION 16, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SLBM, CEDAR CITY , UT**

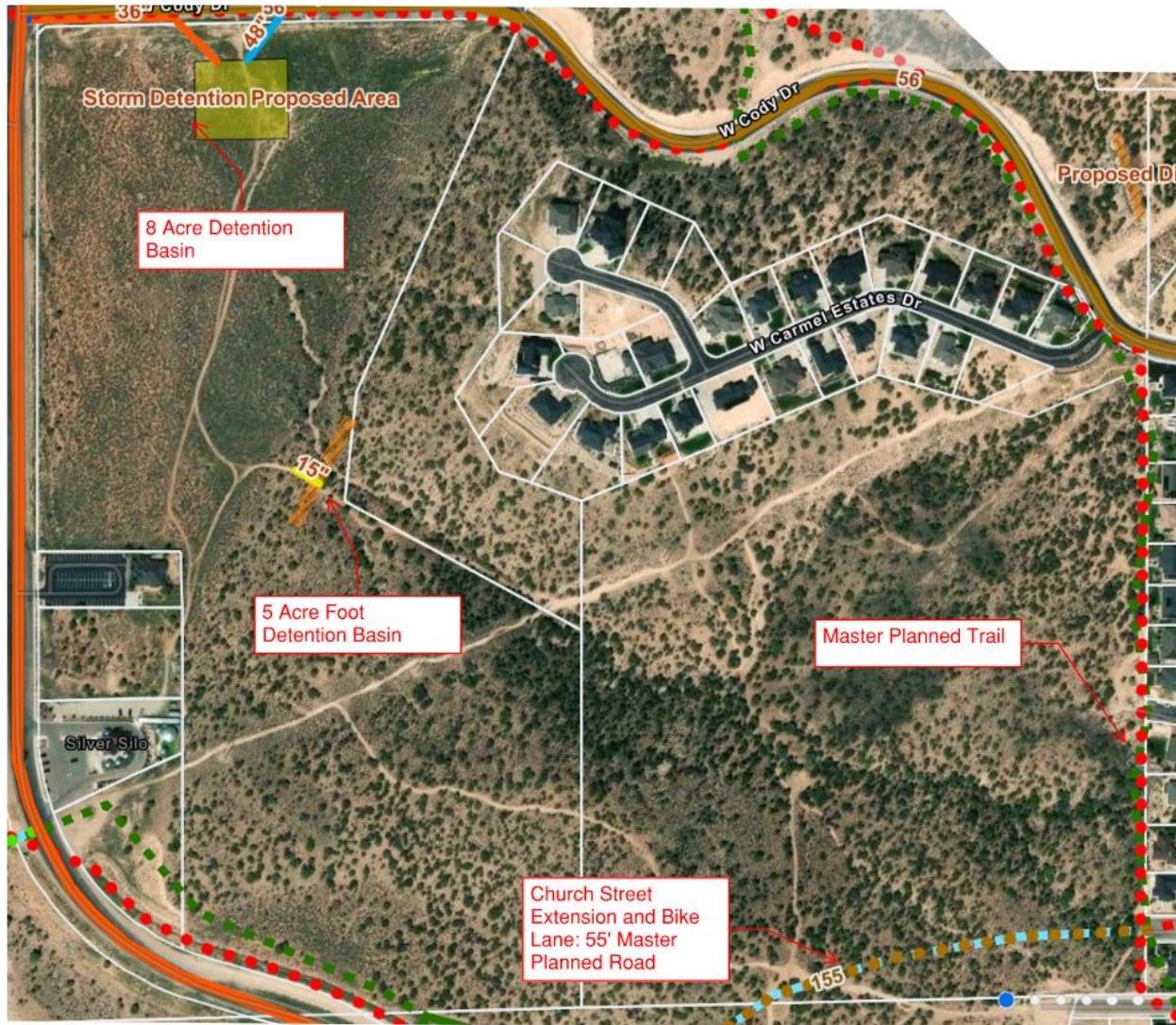


Development and Amenities

The RDO as shown on the image below and as proposed in an associated development agreement proposes to dedicate much of Pod 2 to Cedar City as open space (see green shaded area). Although staff recognizes that there is value in the preservation of green space especially as the city quickly urbanizes, the majority of the area contains steep slopes, and rough terrain which is generally considered undevelopable. The area does contain trails and footpaths currently used by the public but would not be expected to contain paved paths or other public improvements in the future due to the steep topography.



The overall development will require the construction of two significant detention basins; one at the base of the hill located along Cody Drive, and one further at a higher elevation. It is the purpose of these improvements to reduce the load associated with the Cross Hollow network, and ultimately to the Quichapa Channel. It should be noted that the approval of an RDO does not vest an area with existing master planned improvements.



**STAFF CONCERNS:**

Open Space Dedication:

The RDO as proposed poses a significant increase in the overall General Plan base line densities of 90 units or 29 percent, and concentrates these densities at two locations along Cody Drive to the north and Cross Hollow Road to the south. It should be noted that due to the topographical challenges associated with the subject geography, even achieving the base line numbers associated with the General Plan would certainly be difficult.

As previously discussed, an RDO should be enhanced with public amenities. Per Section 26-II-10 the only areas that may be counted towards the overall maximum residential density are those master planned areas with residential zones, the half street widths of the public street dedicated right of ways and private streets fronting those zones and any public or private amenities benefitting and adjoining the residential zones, i.e. parks, trails, schools, churches and other such amenities as approved by the master plan. This plan proposes that the dedication of natural open space areas meets the criteria of a public amenity and thus allows for the concentration of the densities proposed in Pods 1 and 3.

While staff acknowledges that the preservation of open space may provide a future public benefit, there are considerations related to fire and flooding liability. The proposal could result in the need for periodic brush clearing by staff, and the placement of approximately 250 dwelling units within POD 2 would concentrate development in an area located downstream of potential floodwaters.

#### Trails and Development:

As previously noted, the proposed area of natural space contains numerous existing unimproved trails currently utilized by the public. With anticipated improvements associated with the higher elevation detention pond as shown on the Master Plan, scaring and potential changes to the existing trails are anticipated to this mostly natural landscape. Staff recommends that the following be added to the proposed Development Agreement:

- As part of the engineering review associated with the proposed uphill detention pond, the applicant will propose access and staging areas designed to minimize disturbance and scaring of the existing conditions subject to approval by the City Engineer. Existing trails will be maintained or rerouted to maintain existing connectivity.

#### Traffic:

Pods 2 and 3 are proposed to accommodate approximately 350 dwelling units, including 250 units located south of Cody Drive and an additional 100 units along Cross Hollow Road, south of the Silver Silo Development. The concentration of vehicle trips associated with this level of development, combined with limited access points, may present potential traffic considerations that cannot be fully evaluated at this time. As part of the development agreement, staff recommends the following:

- Prior to approval of any preliminary subdivision applications that applicant shall provide a traffic study encompassing the totality of all development proposed within the Residential Development Overlay; with the scope of the study determined by the City Engineer. The cost of the study and the implementation of any required mitigation shall be borne by the applicant.
- At least one access shall be provided from Pod 2 westerly to Cross Hollow Drive.
- Access to Pod 1 shall align with the future signalized intersection along Cross Hollow Drive as determined by the City Engineer.

### Development Agreement:

Associated with the proposed Residential Development Overlay is a Development Agreement (Exhibit 2) providing the applicant's proposal as related to the dedication of open space and public improvements and includes a position paper regarding the master planned detention ponds. Staff's response, which outlines specific concerns, is attached as Exhibit 3.

### **PLANNING COMMISSION MEETING:**

At the regularly scheduled meeting of April 21, 2026 the Cedar City Planning Commission voted 4 to 2 providing the RDO a positive recommendation (minutes attached).

### **RECOMMENDATION:**

In conclusion, the applicant has requested three main items: (1) bonus density of +/- 100 units to be clustered in two main areas; (2) the pending elimination of a city master planned road and other infrastructure which, and; (3) that the City take hillside land that is generally unbuildable, will require extensive fire mitigation and offers possible liability due to flood waters. The applicant is offering nothing in exchange for these requests.

As noted above, and in the Cedar City Storm Drain Master Plan, Cedar City has needs for storm drain improvements in the area. Staff recommends that the City Council deny the requested RDO application and associated development agreement as currently proposed.

### Exhibits:

1. [RDO Proposal and Exhibits](#)
2. [Development Agreement](#)
3. [Staff Correspondence](#)
4. [Planning Commission Minutes](#)





**STORM DRAIN MASTER PLAN**



**TRANSPORTATION MASTER PLAN**



**WATER MASTER PLAN**



**TRAIL MASTER PLAN**



**SEWER MASTER PLAN (NONE)**



**ACTIVE TRANS. MASTER PLAN**



## DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2026 by and among the City of Cedar City, a Utah municipal corporation, hereafter referred to as “City”. T&T Lee LLC, S.J.T. Properties LLC & Ong Family Trust, hereafter referred to as “Owner 1”. Owner 1 is the owner of the property contained in Iron County Parcel Number B-1764-0000-0000. Sherry E Jones Trust, hereafter referred to as “Owner 2”. Owner 2 is the owner of the property contained in Iron County Parcel Number B-1750-0044-0000. The Owner is the owner of 77.38 acres in Cedar City in the Cross Hollows Residential Development Overlay development (the “Project”). The City and Owner are sometimes collectively referred to in this Agreement as the “Parties”.

### RECITALS

A. Cedar City, acting pursuant to its authority under Utah Code Annotated §10-9a-102(2) as amended and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the Project and, in exercise of its legislative discretion, has elected to enter into this Agreement.

B. Owner is the owner of certain real property located in Cedar City, Utah and desires to develop the property and 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 Cedar City’s general plan, zoning, and development regulations in order to receive the benefit of zoning designations under the terms of this Agreement as more fully set forth herein.

C. The Project subject to this agreement is located entirely on Iron County Parcel Numbers B-1764-0000-0000 & B-1750-0044-0000 (77.38 acres) located in the vicinity of the southeast corner of the intersection of Cross Hollow Road and Cody Drive, Cedar City, Utah, with the legal description being contained in Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”).

D. Parties acknowledge that the property is zoned Residential-1 (R-1). With the understanding that the parties are bound by the terms of this Agreement. This Agreement is to regulate the intended land use for any undeveloped areas within the Project.

E. The Owner may complete the Project in one or more phases pursuant to one or more complete development applications to the City for development of a portion of the Project.

F. Owner and City desire to allow the Owner to make improvements to the Property and develop the Project pursuant to City ordinance, policies, standards, and procedures.

G. The Cedar City Council has authorized the negotiation of and adoption of a development agreement which advances the policies, goals, and objectives of the Cedar City General Plan, and preserves and maintains the atmosphere desired by the citizens of the City. Moreover, the Owner has voluntarily agreed to the terms of this Agreement and hereby acknowledges the obligations to complete the Project in a manner consistent with the approval of the City Council and the regulations of the land use ordinances.

H. Consistent with the foregoing authorization and the provisions of Utah State law, the City's governing body has authorized execution of this Agreement by Resolution \*\*\*Resolution Number\*\*\*, a copy of which is attached to this Agreement as Exhibit "B".

## **AGREEMENT**

**NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:**

### **I. Recitals.**

The recitals set forth above are incorporated herein by this reference.

### **II. Exhibits.**

The Exhibits and attachments are intended to be included as if in the body of this Agreement and regulated as such:

- Exhibit A - Legal Description of Property
- Exhibit B - Adopting Resolution

### **III. Owner Obligations.**

- A. Completion of the Project. Owner has already agreed to construct and complete the Project in accordance with the RDO, and nothing in this agreement is intended to modify any terms of the RDO. In addition, the Parties hereby agree to satisfy all conditions imposed by this Agreement, namely:
- i. The Project has proposed by RDO Map supplemental exhibit (sheet 3) a majority portion of Pod 2 be dedicated for natural open space dedication to Cedar City Corp. Through discussion with Owner, Engineering, Planning and Parks, the area proposed includes existing dirt trail networks currently used by public and provides unpaved trails and natural open space preservation benefiting the City and residents within a largely developed portion of the City. Owner proposes to dedicate said majority portion of Pod 2 as public open space by Deed of Dedication to Cedar City Corp. Exact acreage will be based upon remainder parcel after Final Plat recordation on both existing dead-end stub roads (Church St. and Sunnyvale Dr.) in Pod 2. The final acreage is estimated to range within 30-49 acres and prior to any deed of dedication, the Owner and City shall review the proposed area of dedication and both parties agree to exact limits of the dedication prior to dedication by Owner.
  - ii. The Parties acknowledge that the 5 acre-foot and 8 acre-foot regional storm drainage facilities identified in the City's adopted 2023 Stormwater Master Plan serve tributary basins that are predominantly developed and historically permitted without regional detention. The Parties further acknowledge that such regional facilities are required in substantial part to address accumulated upstream runoff conditions within largely developed tributary areas. The RDO Property represents

a minority portion of the total tributary area within each basin, and the location of the identified regional facilities within the limited developable portion of the RDO Property materially impacts the economic use of the land. The total required storage capacities of 5 acre-feet and 8 acre-feet, as adopted in the City's Master Plan, shall control. The Developer shall not be required to re-establish total basin storage volumes; rather, the Developer's responsibility shall be strictly limited to the proportionate share of land dedication and construction cost attributable to the incremental runoff generated by the RDO development relative to the total tributary basin. Any land area or construction capacity exceeding such proportionate share shall be deemed regional capacity necessitated by existing upstream conditions and benefitting other properties, and the City shall compensate the Developer for excess land at fair market value and excess construction costs through a legally enforceable reimbursement mechanism. The Developer shall not be required to dedicate land or construct regional storm drainage capacity beyond its proportionate share without contemporaneous reimbursement or secured reimbursement arrangement.

- iii. Except as otherwise stated herein, Owner agrees to satisfy all other requirements and conditions imposed by the City Council pursuant to the City's ordinances, policies, standards, and procedures. Owner acknowledges that over time City ordinances, policies, standards, and procedures may change. Owner's vesting rights in City ordinances, policies, standards, and procedures will be determined by City ordinance and the laws of the state of Utah.

#### **IV. Vested Rights and Reserved Legislative Powers.**

- A. Zoning; Vested Rights. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grants Owner all rights to use this property as allowed by this Agreement, but the Parties do not intend to modify, amend, or abridge any of the codes, rules, requirements, benefits, or obligations found within the City's ordinances and the RDO. As of the date of this Agreement, the Parties confirm that the use reflected in this Agreement is agreed upon despite being inconsistent with City's Zoning Ordinance
  
- B. Reserved Legislative Powers. Owner 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 of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Owner with respect to use under the zoning designations of this Agreement based upon the policies,

facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah, which the City's land use authority finds, on the record, are necessary to prevent a physical harm to third parties, which harm did not exist at the time of the execution of this Agreement, and which harm, if not addressed, would jeopardize a compelling, countervailing public interest pursuant to Utah Code Ann. 10-9a-509(1)(a)(i), as proven by the City by clear and convincing evidence. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the City; and, unless in good faith the City declares an emergency, Owner shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

- C. Application under City's Future Laws. "Future Laws" means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a development application is submitted for a part of the Project and which may or may not be applicable to the development application depending upon the provisions of this Agreement. Without waiving any rights granted by this Agreement, Owner may at any time, choose to submit a development application for the entire Project under the City's Future Laws in effect at the time of the development application so long as Owner is not in current breach of this Agreement.

## **V. Term.**

This Agreement shall be effective as of the date of execution, and upon recordation, shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the Parties mutually agree to extend the term, this Agreement shall not extend further than a period of twenty (20) years from its date of recordation in the official records of the Iron County Recorder's Office.

## **VI. General Provisions.**

- A. Notices. All notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be in writing and shall be sent registered or certified mail to:

If to City: Cedar City Corporation  
10 N. Main St.  
Cedar City, Utah 84720

If to Owner:  
T & T LEE L L C

8820 GREENSBORO LANE  
LAS VEGAS, NV 89134

JONES SHERRY E TRUST  
4355 N TALMADGE DR  
SAN DIEGO, CA 92116

Any such change of address shall be given at least ten (10) days before the date on which the change is to become effective.

- B. Mailing Effective. Notices given by mail shall be deemed delivered upon deposit with the U.S. Postal Service in the manner set forth above. Notices that are hand delivered or delivered by nationally recognized overnight courier shall be deemed delivered upon receipt.
- C. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach by the same of any other provision of this Agreement.
- D. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision this Agreement.
- E. Authority. The Parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Owner represents and warrants that each party is fully formed and validly existing under the laws of the State of Utah, and that each party is duly qualified to do business in the State of Utah and each is in good standing under applicable state laws. The Owner and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing.
- F. Entire Agreement. This Agreement, including exhibits, constitutes the entire Agreement between the Parties.
- G. Amendment of this Agreement. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Iron County Recorder's Office. The Parties agree to, in good faith, apply for, grant, and approve such amendments to this Agreement as may be necessary or reasonably required for future phases consistent with this Agreement and with the approval granted by the Cedar City Council.

- H. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that the fundamental purpose of this Agreement and the Owner's ability to complete the Project is not defeated by such severance.
- I. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The Parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Iron County, Utah, and the Parties hereby waive any right to object to such venue.
- J. Remedies. If any party to this Agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available at both law and in equity.
- K. Attorney's Fee and Costs. If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.
- L. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors in interest and assigns.
- M. Assignment. The rights of the Owner under this Agreement may be transferred or assigned, in whole or in part. Owner shall give notice to the City of any assignment at least thirty (30) days prior to the effective date of the assignment. The provisions of this paragraph shall not prohibit the granting of any security interests for financing the acquisition and development of the Project, subject to the Owner complying with applicable law and the requirements of this Agreement. The provisions of this paragraph shall also not prohibit Owner's sale of completed subdivision lots within the Project.
- N. Third Parties. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.
- O. No Agency Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the Parties.

[Signatures on following pages]



IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above:

**OWNER:**

T&T LEE LLC, S.J.T. PROPERTIES LLC & ONG FAMILY TRUST

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

Printed Name: KENNETH ONG

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

STATE OF \_\_\_\_\_ )

:ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2026, \_\_\_\_\_ personally appeared before me and duly acknowledged to me that s/he signed the above and foregoing document.

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

SHERRY E JONES TRUST

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

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

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

STATE OF )

:ss.

COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_ 2026, \_\_\_\_\_ personally appeared before me and duly acknowledged to me that s/he signed the above and foregoing document.

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

**CITY:**

\_\_\_\_\_  
STEVE NELSON

MAYOR

[SEAL]

ATTEST:

\_\_\_\_\_  
RENON SAVAGE

CITY RECORDER

STATE OF UTAH )

:ss.

COUNTY OF IRON )

This is to certify that on the \_\_\_\_ day of \_\_\_\_\_ 2026, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Steve Nelson, known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that he the said Steve Nelson and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

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

Exhibit A

**RDO BOUNDARY DESCRIPTION**

BEGINNING AT THE SOUTH QUARTER CORNER SECTION 16, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S88°34'02"W, ALONG THE SECTION LINE 1829.21 FEET; THENCE ALONG THE NORTH RIGHT OF WAY CROSS HOLLOW ROAD THE FOLLOWING FOUR CALLS N62°22'25"W, 52.79 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 650.00 FEET AND A CENTRAL ANGLE OF 11°33'38"; THENCE ALONG THE ARC OF SAID CURVE 131.15 FEET; THENCE N73°56'03"W, 198.62 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 549.96 FEET AND A CENTRAL ANGLE OF 06°58'34"; THENCE ALONG THE ARC OF SAID CURVE 66.96 FEET; THENCE N00°00'00"E, 921.50 FEET; THENCE N89°53'22"E, 20.07 FEET; THENCE N00°06'13"W, 1227.48 FEET TO A POINT ON THE SOUTH R.O.W CODY DR.; THENCE N89°05'42"E, ALONG CODY DR. 658.94 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET AND A CENTRAL ANGLE OF 23°57'24"; THENCE ALONG THE ARC OF SAID CURVE 112.89 FEET; THENCE DEPARTING CODY DRIVE S24°03'27"W, 925.24 FEET; THENCE S06°12'26"W, 254.31 FEET; THENCE S61°20'51"E, 629.35 FEET; THENCE N00°02'58"E, 303.49 FEET TO A POINT ON THE CARMEL CANYON ESTATES PUD SUBDIVISION; THENCE ALONG SAID CARMEL SUBDIVISION THE FOLLOWING FIVE CALLS N68°57'03"E, 251.46 FEET; THENCE N66°23'41"E, 498.46 FEET; THENCE S74°20'31"E, 369.17 FEET; THENCE N66°15'00"E, 250.59 FEET; THENCE S89°47'51"E, 45.09 FEET TO A POINT ON THE NORTH-SOUTH QUARTER SECTION LINE; THENCE S00°12'09"W, ALONG SAID QUARTER LINE 1437.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 77.38 ACRES MORE OR LESS.

Exhibit B  
Adopting Resolution



March 5, 2026

Cedar City Engineering Department  
Attn: Randall McUne, City Attorney  
10 N Main Street  
Cedar City, UT 84720

**VIA EMAIL AND U.S. MAIL**

*CC: Public Works Director; Planning Director; City Manager*

***Re: Parcel Nos. B-1764-0000-0000 and B-1750-0044-0000 - requested stormwater detention ponds, land dedication, and compensation for regional stormwater burden***

Dear Mr. McUne and Cedar City Engineering:

Eros Development (“Eros”) writes regarding Cedar City’s requirement that, as a condition of development approval for Parcel Nos. B-1764-0000-0000 and B-1750-0044-0000, Eros provide two stormwater detention facilities totaling approximately 13 acre-feet of storage on Eros’ property. Eros does not dispute that Cedar City may require stormwater controls necessary to mitigate the impacts of Eros’ own development. Eros is prepared to design, construct, and implement on-site drainage improvements that are actually needed for, and roughly proportionate to, the incremental runoff generated by the Eros project. What Cedar City may not do, however, is compel Eros to bear the entire land burden for a predominantly regional facility that serves off-site drainage, other properties, and the City’s broader stormwater system.

The Go Civil drainage basin mapping and hydrology materials already provided to the City show that only approximately 18% of the requested detention capacity is attributable to runoff from the Eros parcels, while approximately 82% of the requested capacity serves off-site drainage and other properties. Put in acreage terms, of the 13 acre-feet of storage Cedar City currently seeks to contain, only about 2.36 acre feet correspond to Eros’ own stormwater impacts; the remaining 10.64 acre feet of storage represent public or third-party benefit. That difference matters. Under the federal unconstitutional-conditions cases, Utah’s exactions statute, Utah’s impact fee statutes, and Cedar City’s own drainage code, Eros can be required to provide only what is tied to its development. If Cedar City wants the remaining regional capacity located on Eros’ land, the City must pay for the land interest it takes or provide a lawful credit/reimbursement mechanism.

In short, Eros acknowledges its obligation to provide stormwater detention/retention improvements necessary to develop the Eros property itself. But any expansion of those facilities beyond what is necessary to mitigate Eros' own impacts is an exaction. If Cedar City wishes to regionalize or oversize the facility to accommodate the City's stormwater system or other lands, the City must acquire the additional land or easement rights by purchase, impact-fee credit/reimbursement, or eminent domain with just compensation.

Current detention request	Share	Approx. acre-feet
Total requested detention footprint	100%	13.00
Attributable to Eros project runoff	18%	2.36
Attributable to off-site/regional needs	82%	10.64

*Approximate allocation based on the Go Civil drainage materials already submitted to Cedar City.*

### 1. Federal Governing legal standards

The controlling legal framework is straightforward. Under Utah Code §10-20-911, a municipality may impose an exaction on development proposed in a land use application only if **(a) an essential link exists between a legitimate governmental interest and the exaction**, and **(b) the exaction is roughly proportionate, both in nature and extent, to the impact of the proposed development**. Utah Code §10-20-911 codifies the same basic principles articulated in the United States Supreme Court's exactions cases, and which formerly appeared under Utah Code §10-9a-508.

First, *Nollan v. California Coastal Commission*, 483 U.S. 825 (1987), requires an essential nexus between the permit condition and the governmental interest said to justify it. The Nollans sought to construct a replace an old house on the coastline and the Commission required and easement. The Supreme Court ruled that a government entity may not use the permitting process to obtain property for a purpose that is not actually connected to the impacts of the proposed development. In the present setting, it is given that Cedar City may insist that Eros address runoff caused by the Eros project. But a permit condition that forces Eros to furnish land for broader basin-wide needs, not caused by the Eros development, exceeds the nexus test established by *Nollan*. Furthermore, on a fundamental fairness standard governed by both the Utah and United States Constitution, it is never appropriate for any municipality to deprive or demand property from a private citizen beyond the impact caused by that citizen.

In the seminal follow-up to *Nollan*, the *Dolan v. City of Tigard*, 512 U.S. 374 (1994), is a core case for exactions requiring an individualized determination that the demanded dedication of property from a private citizen is related both in nature and extent to the projected impact of the proposed development. *Dolan* makes two relevant points: the burden of justifying the

condition rests with the government, and although “[n]o precise mathematical calculation is required,” the City must still “make some effort to quantify its findings.” *Dolan*, 512 U.S. at 395-96. Cedar City therefore is requested to show why 13 acre feet of storage demanded from Eros is proportionate to the runoff impacts actually created by Eros’ development and if it cannot, then compensate Eros accordingly.

Third, in *Koontz v. St. Johns River Water Management District*, 570 U.S. 595 (2013), a Florida developer sought to develop land and the District sought additional funds to mitigate wetland impacts even though land was offered in exchange for the development. He refused to provide the additional funds. The United States Supreme Court confirmed that the same constitutional limits apply when government seeks to leverage permit approval to obtain money, off-site work, or other substitutes for a direct dedication. A city cannot evade both *Nollan* and *Dolan* by asserting that it will pay for excavation, piping, or structures while leaving the owner uncompensated for the land itself unless these benefits assist Eros in its development and is an equal tradeoff. Stated differently, a municipality may not hold deny a development permit because an owner refuses to donate land which exceeds the developer’s reasonable impact on the community. It is also important to note that in *Koontz* no property was actually transferred but the case was permitted to proceed because the demand for the property was sufficient to create a constitutional taking.

Fourth, *Sheetz v. County of El Dorado*, 601 U.S. 267 (2024), finally forecloses any argument that a permit condition escapes exaction scrutiny merely because it is imposed through a different mechanism other than taking of real property. It does not matter whether the taking arises from an ordinance, a city wide schedule, a master drainage plan, or staff implementation of those policies. The Supreme Court held that the Takings Clause does not distinguish between legislative and administrative permit conditions and that legislatures and agencies alike are prohibited from imposing unconstitutional conditions on land use permits. *Sheetz* squarely rejects the idea that a city may avoid constitutional scrutiny simply by attributing the demand to a policy or ordinance rather than a site-specific administrative decision. In review of the request, Eros has been unable to attribute any justification for the City’s request for 13 acres.

## **2. Utah Governing Legal Standards.**

Local Utah law has been established to create the same effect. *B.A.M. Development, L.L.C. v. Salt Lake County*, 2008 UT 74, 196 P.3d 601, is the leading Utah case applying the *Dolan* rough proportionality standard which was an ongoing dispute for many years. The Utah Supreme Court explained that the “extent” portion of the proportionality inquiry is best measured by cost: the court compares the cost to the municipality of assuaging the development's impact with the cost imposed on the developer by the exaction taken beyond the impact, including the value of the land exacted at the time of the exaction and other exaction-related costs. To date, Cedar City has not quantified the cost of mitigation of Eros’ development impact with the cost of 13 acre feet storage storm facility.

### **3. Application of those standards to Cedar City's 13-acre demand**

Eros has no significant dispute that Cedar City may require Eros to manage the runoff caused by the Eros project. That is reasonable and it would be improper for Eros to foist its obligations on the City, via the general public. It should and must cover its costs associated with its impact. Stated differently, Eros acknowledges its obligations to that extent 2.36 acre feet of storage area. If Cedar City requires detention basins, outlet structures, spillways, inlets, or related facilities needed to keep post-development runoff from exceeding lawful project-specific limits, Eros is prepared to provide them. The constitutional problem arises only when the City demands more than the engineered impact caused by Eros' development. Unless Cedar City can provide project-specific findings and calculations demonstrating that 13 acre feet is roughly proportionate to impacts attributable to Eros (or a defensible, impact-based fair-share allocation), Eros requests that the condition be reduced to the detention footprint supported by engineering evidence or that the City pursue any broader regional facility through lawful acquisition and funding mechanisms rather than as a permit condition.

Here, current engineering allocation by Go Civil Engineering demonstrates that Cedar City's present demand is not project-specific. The City's requested 13 acre feet of storage footprint is attributable to Eros in totality of about 18%, and about 82% of off-site runoff is attributable to other property owners up-gradient of Eros' development. That means Cedar City is effectively asking Eros to surrender 100% of its land for a project that, on the City's own current allocation, is predominantly a public and regional facility function. Even if Cedar City proposes to fund the excavation, embankments, outlet works, or other physical infrastructure, the permanent sterilization, encumbrance, or dedication of acreage is itself a property exaction, it is still only attributable to that portion of the project related to Eros development.

Based on the forgoing, Eros requests and asserts that the City bears the burden to provide an individualized hydro-logic and land-allocation showing that explains why 13 acres, rather than approximately 2.36 acres or some other lesser amount, is attributable to Eros's development. This explanation must be sufficiently detailed, and based on substantial engineering principles, which permit Eros' to evaluate the factual basis and engineered figures to satisfy the requirements of both *B.A.M* as well as the *Dolan* test. General references to drainage policy, regional planning, future basin buildout, customary practice, or a desire to locate a public facility on the Eros parcels is insufficient and Cedar City should quantify and adequately rationalize the requested burden.

#### **4. Utah's impact-fee statutes and Cedar City's own code point toward compensation, not uncompensated dedication**

Utah's Impact Fees Act confirms that when a developer dedicates land for, or builds and dedicates, a system improvement, the applicable impact-fee enactment must allow a credit against or proportionate reimbursement of impact fees. See Utah Code §11-36a-402. That statute does not by itself authorize a disproportionate exaction, but it does confirm the Legislature's policy judgment that broader public improvements are ordinarily funded on a system basis, with credits or reimbursement where a developer advances land or construction for public benefit.

Cedar City's drainage code follows the same general logic. City Ordinance, section 38-2-2 provides that when property is developed, the developer must pay for storm drains, drain inlets, **or catch basins required for the development**. But where a master planned storm drain must be extended through a development to convey off-site runoff, the developer's obligation is capped at the cost to install an 18-inch diameter storm drain or a storm drain sized to convey runoff from the developer's development, whichever is greater. (It is questionable as to whether a minimum sized storm water drain pipe which is unnecessary to service a development is not within itself a taking.) However, this bolded local provision is important because it measures the developer's burden by the development's own runoff, not by the entire regional need merely because the line or facility crosses the developer's property.

Section 38-2-2(a) likewise uses a reimbursement mechanism when one property owner extends storm drain infrastructure beyond that owner's immediate need, so later beneficiaries reimburse extension costs. And City Ordinance 38-3-6 states that whenever the City requires improvements sized in excess of the requirements for a specific development, the City shall reimburse the developer for the actual cost of the increased size, including materials and installation. Although this section expressly speaks to construction cost rather than land value, it reflects the same core equity principle that the individual applicant should not be required to bear the incremental burden in excess of the developer's impact upon the system

Finally, Utah's Office of the Property Rights Ombudsman has repeatedly recognized the same distinction in analogous situations. Advisory Opinion 260 concluded that while a city may require infrastructure that directly serves a parcel, a 585-foot water-line extension beyond the property boundary exceeded the impact of a single-home permit and therefore could not constitute a valid exaction. Advisory Opinion 264 likewise concluded that a city may not require an owner to improve and dedicate private property for some future public use when that future use is not occasioned by the development sought to be permitted. Those opinions are not binding appellate precedent, but they accurately reflect the same *Nollan, Dolan, Koontz, B.A.M.*, and Utah statutory principles that govern Cedar City's current demand.

## CONCLUSION

If Cedar City desires to require the full 13 acre feet regional detention concept, then Eros requests that the City consider the following:

1. Limit the required on-site detention to Eros's proportionate share of project-caused runoff. On the current engineering record, that appears to be approximately 18% of the requested detention capacity, or roughly 2.36 acres, subject to final hydrologic refinement.
2. Acquire the off-site/regional share of the land burden through compensation at a mutually agreeable location. If Cedar City wants the remaining regional capacity to remain on the Eros property, the City should purchase fee title to the needed acreage or acquire a permanent stormwater easement and associated access rights at appraised fair market value, with valuation reflecting highest and best use and any severance damages or loss of development yield caused by the taking.
3. Use a lawful reimbursement or credit mechanism for any system-improvement component.
  - Impact-fee credit and/or proportionate reimbursement under Utah Code §11-36a-402;
  - A written reimbursement agreement allocating costs across the benefitting service area or later-connecting properties;
  - A development agreement identifying ownership, operation and maintenance responsibility, access rights, indemnity, and the timing/method of reimbursement.
4. If the City contends that the full 13 acre feet storage burden is nevertheless lawful and proportionate, issue a written decision that sets out the exact legal and engineering basis for the demand, including the individualized findings required by *Dolan* and *B.A.M. II* cases as well as Utah Code §10-20-911, so the issue may be reviewed through the appropriate administrative and judicial channels; prior however to doing so, Cedar City should:
  - Provide a written statement of the legal authority on which the City relies for requiring Eros to dedicate, encumber, or otherwise burden approximately 13 acre feet storage for stormwater detention as a condition of development approval;
  - Provide an individualized proportionality findings, including the hydrologic assumptions, drainage-basin allocations, and acreage calculations used to attribute the full request to Eros;
  - Provide a detailed explanation of whether Cedar City considers the requested facility to be a project improvement attributable to Eros or a system/regional improvement serving off-site properties and the City's broader stormwater network;
  - If the City considers any portion of the facility a system/regional improvement, the City's proposal for compensation, purchase, impact-fee credit, reimbursement, or other lawful cost-allocation mechanism for the public share;

- Provide a statement identifying whether Cedar City seeks fee title, a permanent easement, a no-build area, an operation and maintenance easement, public access rights, or some other property interest in the requested detention footprint; and
- Provide a meeting with City Engineering/Public Works and the City Attorney to review the drainage materials and determine an appropriate project-share allocation and compensation

Again, Eros is not resisting reasonable stormwater regulation. Eros simply requests that Cedar City comply with the same constitutional, statutory, and local-code limits that govern every other exaction. Eros should only be required to shoulder the burden caused by the Eros development and the City must shoulder the public share. If Cedar City wants to site a predominantly regional storm water facility on the Eros parcels, then Cedar City should acquire the additional land interest lawfully and pay just compensation for the property right taken.

Finally, nothing in this letter waives any rights or remedies. Eros expressly reserves all rights, including the right to seek relief through the Cedar City administrative process, the Utah Office of the Property Rights Ombudsman, and the courts if necessarily required by the City. Furthermore, I would be glad to accept and receive enlightenment on this issue since it seems to be a reoccurring issue and I would like to put this to

Very truly yours,

JUSTIN W. WAYMENT  
Counsel for Eros Development

JWW:adh



# Cedar City

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April 30, 2026

Justin Wayment

[jwayment@waymentandjones.law.com](mailto:jwayment@waymentandjones.law.com)

CC: Dallas Buckner, Ryan Gregerson

Re: Parcel Nos. B-1764-0000-0000 and B-1750-0044-0000 - requested stormwater detention ponds, land dedication, and compensation for regional stormwater burden

Dear Justin:

I'm writing in response to your letter dated March 6, 2026, regarding Cedar City's requirement that Eros Development ("Eros") provide Cedar City Master Plan stormwater detention facilities on the above-named parcels as part of the development of the Cross Hollows RDO. While there are likely some disputed details about what compensation would be owed for the stormwater detention facilities, the primary purpose of this letter is not to argue those differences, but rather to discuss alternative compensation that would benefit both parties. For the sake of this part of the discussion only, I'll accept your arguments about takings law, but I note an issue that you have not, namely discretionary approvals for density bonuses as well as potential exchanges of other consideration.

Utah Code §10-20-508 prohibits requiring development agreements when "(2)(d) the development otherwise complies with applicable statute and municipal ordinances," but it allows development agreements related to "(1)(a) a master planned development" and "(f) a density transfer or bonus within a development project or between development projects." Subsection (2)(c) allows the City to

require a development agreement for developing land within the municipality if the applicant has applied for a legislative or discretionary approval, including an approval relating to:

\*\*\*\*

(iii) a density transfer or bonus;

\*\*\*\*\*

(v) a zone change....

Utah Property Ombudsman Advisory Opinion #63 further explains the relevance here:

*development agreements between local governments and developers are mutually advantageous contracts that should be encouraged. As in any contract, the parties to the contract may voluntarily undertake obligations in consideration of the promises of the other party. The parties can certainly agree that, as part of the consideration, the developer will construct and dedicate public facilities. As long as consideration for such a promise is actually exchanged, and is not patently disproportionate, the constitutional protections against illegal exactions are not violated.*

Cedar City’s Residential Development Overlay (RDO) ordinance provides a benefit (“can develop to a higher density of residential units than are normally allowed in such designated land use classifications”) in exchange for other commitments from a developer, including providing “community amenities.” 26-III-10-A and F. Subject to Council approval, it also appears likely that the City will accept the intended open space in this RDO, which includes the potential liability and expense of fire mitigation and maintenance that comes with it. Eros also seeks to remove the requirement of a master planned road through a portion of this property.

While the parties could dispute the precise division between private and regional benefit of the public improvements herein, that issue becomes less important when considering the benefits Eros will receive from the discretionary RDO and development agreement (collectively “RDO”). Under the proposed RDO, Eros will be allowed to develop substantially more residential units than would be feasible under the current General Plan and zoning designations – due both to zoning limitations and realities of the property. The property is currently zoned R-1 with a density allowed of 4 units per acre. The General Plan matches this density for most of the property; the remaining property is designated as open space. Per Dallas’ calculations, Eros will construct 90 more units (400 vs 310) under the RDO than without it. Even the 310 units are questionable considering the terrain involved.

What does Eros intend to provide to Cedar City in exchange for these additional 90+ units? Per the development agreement proposed by Eros, Eros intends to dedicate at least 20.54 acres of land it does not want and cannot reasonably develop to Cedar City due to slopes exceeding 25%. Eros’ decision to dedicate more than 20.54 acres will depend on whether Eros can feasibly benefit financially from the remaining acreage – not on whether the dedication will benefit Cedar City. While the dedication of this land as perpetual open space does provide some benefit to the local neighborhoods, including this RDO,

dedicating the land and accompanying maintenance expense and liability risk to Cedar City does not.

Eros' current proposal benefits Eros only; I propose a more equitable exchange. As your client seeks discretionary approvals for this RDO's increased units and consolidated densities and the City seeks the dedication and installation of Storm Drain Master Plan improvements, the parties should agree to an exchange of those benefits and obligations. The City will approve the discretionary RDO, allowing Eros to construct 90 more units than ordinance otherwise allows. Eros will construct the necessary Storm Drain Master Plan improvements at its expense and dedicate the completed improvements and underlying property to Cedar City. Neither party will owe the other party cash in this exchange; the exchange of a density bonus for storm drain improvements are adequate consideration for the agreement to be legally upheld.

If this exchange is agreeable, we can jointly recommend this result to the Council at its next meeting on May 6<sup>th</sup>. If it is not agreeable, I will recommend against approving this RDO as it provides no benefit to Cedar City, only maintenance and liability risks. I expect that remaining City staff will agree with my recommendation. We can later discuss the precise reimbursement amounts necessary for the storm drain improvements when your client submits an application to subdivide this property as a low density, R-1 subdivision.

Thank you for your time and consideration of this matter.

Sincerely,



Randall K McUne  
Cedar City Attorney

Cc: Paul Bittmenn, City Manager  
Kent Fugal, City Engineer

Exhibit 4

- 3. PUBLIC HEARING  
 Residential Development Overlay Cody Drive/Cross Hollow Road Eros Dev/GO  
 Civil  
 (Recommendation) B-1764-0000-0000, B-1750-0044-0000
- 4. PUBLIC HEARING  
 Development Agreement Cody Drive/Cross Hollow Road Eros Dev/ GO Civil  
 (Recommendation) B-1764-0000-0000, B-1750-0044-0000

Dallas Buckner: We're proposing a residential development overlay, so this is not a zone change. It's basically a master plan for the property. I've spent a couple hours last week talking to maybe a dozen of the residents. This had a pretty extensive mailer boundary to try to educate people on what an RDO is and what exactly we're proposing. We're proposing a master plan for a 77-acre parcel. We're proposing three pods. We're proposing pod one, which is R-3 right here, pod two, which is this larger area, and that's proposed to be R-1, then we're proposing R-3 right here. Currently, the property is zoned R-1. With an R-1 zoning designation based on the city ordinance, four units an acre. The property just under the R-1 would allow roughly 310 units if we did single-family residential 10,000-square-foot lots, which is what R-1 is. When you do a zone change, you come in and you propose a zone change, and you develop to the limits of the zone change. RDOs is what I would call a more restrictive type of zoning application where there's kind of a give and take, and there's more stipulations. Oftentimes, they come along with a development agreement, which is the second item on this agenda. When you do an RDO, there's a bonus density that the city can give you. The bonus density, if we were requesting it, would be 464 homes. Our total proposal for this is 400 units. I'm assuming most of the public's familiar with what this property looks like. It's relatively steep through this area, and then there's a flatter area down here. And then there's two dead-end stub roads that just go into the property. What we're requesting with this RDO is, instead of going and leveling the site and cutting the mountaintops off and masquerading the whole thing, we're proposing to concentrate the density into the flatter areas- being pod one, and pod three, and then preserving the R-1 space in pod two. We've shown a concept of finishing those roads out and putting more R-1 houses on there. Pod one is roughly 14-acre R-3, and we have a density of 250 on there. Pod three is 5.6 acres, and we have 100 shown on there. And then pod two is 57 acres, and we have 50 units proposed on that one. When we go through and do an RDO, we create pods. We look at the bonus density that the city could allow. We look at the underlying zoning, and then we propose a density. We're below what the bonus density would allow. It's important to note that when we lay these pods out and we put a density on this table, we're saying this is the absolute maximum that the city would allow. So for instance, when you zone something R-3, the city's density is 24 units an acre. When you look at the density we're proposing on pod one and three, which we're proposing as R-3, the zoning if we came in for a zone change on those, it would allow 24 units an acre. We're at 17.8. We're underneath those. We're proposing as the give and take aspect of this, there's a topography challenge that we're up against through this largely green hatched area. We're proposing to concentrate higher density in pods one and three and then finish this out in a similar style as what's already there. We met with engineering, planning, and parks. Part of one of the items in the development agreement is that we're proposing that once we develop these two roads out, the remainder of pod two be dedicated to the city as open space. There's nice hills through there. There's a lot of dirt trails that the public already walks their dogs on it. In our development agreement, we're proposing that anywhere from 30 to 49 acres of the 57-acre pod

two be dedicated to the city as open space. The staff that we met with saw the value in it, but staff doesn't make the decisions necessarily. Those are the two R-3s where we're concentrating the density. Pod two is this larger piece here, and that's 57 acres. And we're proposing to finish out these roads with cul-de-sacs and then dedicate the remainder of that to the city for open space.

Decker: Does it match the existing homes that are up there?

Dallas: Exactly

Decker: That's essentially R-1 then

Dallas: From a home standpoint, the R1 is going to be up high, like all of the residential homes. And then down on the flatter parts, lower than the existing homes is where we're proposing the R-3.

Decker: Even with your proposal for pod one and three, with R-3, you could go 24 units per acre, and you're proposing just over 17. Is that correct?

Decker: Correct. We don't have engineered plans for this. But that is what I would call the maximum threshold that through the RDO process, we'd be allowed to build to. Even if we get an RDO approved we're still subject to the underlying zoning requirements and engineering design standards. Whether we can actually get 250 in here is a question. There's the roads. There's the open space requirement. There's the parking. There's a lot of factors that go into that where 250 may or may not be achievable. And similarly, on pod two, when we talk about the overall number we're proposing, we're proposing 400 units. Pod two, for example, we're requesting 50 units in there. If you look at these two roads, these are both very short. I'd be surprised if we got more than 25. But I just use that as an example to say, we're setting it here depending on how it actually gets engineered and designed, and based on the site constraints. On the open space discussion, the city has already accepted some open space. When we talk about actual houses that border the project, it's really just the ones in Sunset that are adjacent to it because there's city open space here. The other part that the planning commission's familiar with, not necessarily the public, but there's always this concept of buffering or feathering of zoning. When we talk about having a commercial corridor on Cross Hollow, we've looked at that and said- typically, you go commercial, high density, medium density, low density away from commercial. In some sense we've done that with the R-3 adjacent to the commercial. And then we're proposing this as a large open space area and then R-1 up on top.

Lunt: I'm holding an email from your developer. And he talks about pickleball courts, gymnasiums, clubhouses, frisbee courses, trails, dog runs, stuff like that. Is that part of this proposal, what that open area could consist of or will consist of?

Dallas: We are planning to do PUDs for pod one and pod three. And so those would likely be factored into the PUD amenities. It depends on how willing the city is to accept a dedication of open space and what happens with the land. Staff and parks saw the benefit of it, but there's the admin, legal, the council. There's a lot of people that factor into the decision of whether or not. We're hoping that they are because there's somewhat of a precedent where they've accepted other land. The hillsides they have accepted are way less usable. There's a lot of trails that weave through here that people walk on daily. If we're able to preserve from 30 to 49 acres, we're at 50% or greater, roughly that we're proposing to dedicate to preserve open space and the trails.

Lunt: So if the city could come up with the money and the infrastructure, there would be a, the way I read it, a pretty nice park right there for the residents.

Burgess: It's a little steep for a park, but you could probably get trails.

Don: I think in talking with Parks and Rec, this would be more of a natural open space type area.

Dallas: I think those specific amenities that you were asking about are things that would be incorporated into the PUDs. The open space dedication would be a natural open space preservation with the existing dirt trails that the public already uses.

Davis: Does the city assume liability for those once they're dedicated? How does the city deal with things like that?

Randall: Once we own it, we own it. Keep in mind, in a natural landscape, this is just the way nature made it. Our risk is substantially lower than when we improve things. If you're walking along dirt and trees, I'm hoping you're watching your feet. Sometimes people walking on sidewalks don't as much as they should. There's a risk. Anytime the city owns property, owns improvements, we take a risk.

Dallas: Part of the discussion we had with parks was that, depending on the outcome of the RDO, but we had talked about trails through here, and there's specific trail criteria for a paved asphalt trail. Parks said when you have these open space trails, that you more so post a sign that you're at risk at where they enter. If you look at the city's GIS master plan, there's two different areas where there's two different, what I'm calling regional basins.

Jett: Regional meaning other people, other properties are utilizing it?

Dallas: Correct. There's a five-acre pond right here, and then there's an eight-acre-foot dike that's proposed there. In the development agreement, the way that master plan improvements have typically worked in the city, specifically for storm drain, is the city says, if we have a 36-inch or 48-inch master plan line, a developer's responsible for paying for the 24-inch, and then we pay the upsize. From our perspective, not necessarily staff or the cities, when we're talking about regional detention basins that are five acre feet or eight acre feet, which is either one acre foot, one acre square, five feet deep, or five acres, one foot deep, or some variation thereof, similarly, eight an eight-acre foot, those are substantial basins. They're both proposed in the flatter areas that are more developable. From the development agreement, we're saying, we're a proportionate share, our project will definitely drain to those. There's specific paragraphs in the development agreement, two items- the dedication of the open space, and it's the drainage, where we're saying, we're some representative portion of area that's required for our site to drain to, and based on the logic that's been applied in ordinances, the city said, we will pay for the upsize for the construction, but we're saying- there's a big land burden associated with that as well. We feel like we should be compensated proportionally for the footprint of the land value on top of just, half an acre foot or an acre foot of the five-acre foot, so we pay 20%, and the city pays 80 of construction, we're saying, if we need half an acre of detention and the basin ends up being two acres of detention to serve this regional need, then we split it that way for land acquisition and construction.

Jett: Is that within your development agreement, this?

Dallas: There's a paragraph.

Lunt: Are you bringing water to this development or water to the city?

Dallas: Yes. An RDO is the same rules for subdivision as any other developer. Whether the developer on this one owns water rights and wants to deed them or he wants to pay the acquisition fee. An RDO is still subject to the exact same water requirements as every other project.

Decker: Tell me again why you're doing an RDO instead of just zone change and are they enforceable?

Dallas: In my opinion, a zone change is pretty cut and dry. You propose a zone, and whatever the zone says you can build to. I think we would have a much harder time just proposing R-3 on

here. The RDO and development agreement gives the city the ability to have some more discussions and restrictions. If we came in and proposed pod one as it's shown here and proposed R-3, and it got approved, it would be 24 units an acre, the max density you can do. We've come in and said, we propose 250. We're more at 17 units an acre. There's a little bit more kind of give and take. That's how you get into open space discussions and these other things. But as far as it being enforceable, it's as enforceable. Essentially, what we're doing is overriding the city's general plan for this one specific project.

Jett: And just, just for the record, RDOs are not uncommon. We have several. They came about to change the master plan development, if I recall. It's a better product. We have the development up behind Home Depot. That's an RDO. We have several RDOs that have turned out to be very nice mixed-use communities.

Dallas: In my opinion, this is kind of a quintessential RDO-type project where we come in, we propose a master plan, we say, there's a lot of things we could do here, but there's flatter lands, and there's steeper lands. Let's concentrate the density, provide the city with a master plan that shows the intent of the overall project boundary. We've got some high. We've got some low. We've got some open space. Versus just coming in and slapping a boundary on it and proposing R-3.

Davis: I think it's kind of compromising.

Don: I wanted to give you an overview of what is an RDO, what, and why do we do these things. The purpose

is to establish a method whereby landowners and/or developers who develop property in designated residential land use classifications of the Cedar City general plan can develop to a higher density. It states that RDOs can include commercial components and should be enhanced with community amenities. So that's what we're talking about. When you look at an RDO, we're looking at what is the general plan designation. And the general plan is a macro view. This is an opportunity to look at this piece of land and see what makes sense. In this case, the general plan designation is low density, that is four units per acre. None of this says we shall, but you can apply a density bonus, and in that sense, you end up with a total amount of units. And what the RDO is saying is we can take those number of units and shift them and designate different zones. Under the current general plan, you have 310 units. That's at four units per acre. If we take that RDO bonus density, that takes you to 464. We're taking that density and shifting it and clustering it. Obviously, that's the most developable components of the land. Having the open space is a good part of the discussion because that provides some of the amenities that the RDO is asking for. Due to the steepness a lot of this, we're not going to see parks. We're not going to see paved trails. This is going to be natural open space, which, which is an amenity. Dallas mentioned drainage potential liability. There that detention basin that is called out.

Dallas: The 2023 storm drain master plan says it's a five-acre-foot basin.

Don: Within that open space area that they're proposing, there's another master plan component, which is a dike system to hold back some of that drainage before it even gets downhill. One of the concerns from staff is we are taking that density and putting it into pod two. That was at 250 units. So we are put we're putting a lot more folks potentially downstream. The other concern would be traffic. We would definitely want to see a traffic impact study. I think we should memorialize that in the development agreement. We would want to see access going directly out to Cross Hollow as opposed to putting two accesses directly on Cody Drive. I think the discussion really is- does the project proposal really fit and make sense, and are these benefits of preserving some of the green space and the hill country out there? There's pluses and minuses,

but we do want to make sure traffic is considered as we move forward and think about some of the drainage issues we might face there.

Decker: You mentioned a traffic study. I think that definitely needs to be done. How would we do that? That has to take place at another time?

Don: The proponent is looking to eliminate that access on Church St due to the topography constraints there, the amount of cut and fill. But before we take those roads out, we will be looking at the master plan as a whole. And we need to see if we take that leg off the stool, does that cause any problems in other areas? They will be coming back with some amendments to the master plan. That's probably the main one. Those master plan elements take precedence over the RDO. If there needs to be another road there, it would have to be there, whether the RDO is approved or not.

Jett: If they do a traffic study, can that limit what their density is, or is that just talking about where their exits can be?

Don: The traffic study would identify if we have issues. Do we have level of service issues at a potential intersection? We are looking at another intersection right there around the bend, south of Cross Hollow with all that development going on within the Levitt's RDO. If we see impacts there, then the idea would be to mitigate those impacts, whether it's right-hand turn pockets or other mitigation measures that we would need. Potentially, if they could not mitigate it, that could impact the density proposed.

Jett: Did we request a traffic study for our horse arena where we have 5,000 people sometimes when it comes to cars, did we require traffic impact studies on that massive new apartment building?

Don: I don't believe there was one done on the Henley Apartments, I don't know if it would have triggered it. We are looking at traffic more diligently. That was prior to changing some of our engineering standards and looking at traffic studies for more than 200 vehicle trips or if the city engineer determines that it's necessary. In this case, we thought it would be a benefit.

Jett: I just struggle throwing the burden onto one.

Randall: We're not asking them to do a traffic study for the whole city. We're asking with regards to the impacts their development would have. It's just something we have to look at to make sure our system can handle it. And if not, what do we do to mitigate? UDOT was just in here last week for our council meeting telling us, "Stop doing that," because you're actually starting to make it so the level of service even for Main Street is not going well. There are areas where it's turned yellow on their map, and who knows how much longer before it goes red, and we'll all be like Walmart. That's what we're trying to prevent. That's where the planning comes in, to make sure we're not just covering our eyes and saying, "Approve everything." Have we done that in the past? Yeah, absolutely. We have sometimes, but we're learning.

Jett: I'm not opposed to the concept of a traffic study. It seems sometimes the last guy out, all the dirty laundry gets stuck on his desk.

Randall: We're not the last yet. Other ones, if they try and move their density around or increase the density, they'll run into the same thing. Pretty normal.

Dallas: We're assuming that pod one, the city would like to see the roads lined up. There's specific criteria of offsetting center lines of intersecting roads. With the frontage on Cody Drive and then having to accommodate a detention basin here, it looks like this frontage is probably going to get pinched. There's also a significant grade off of Cody, the further to the east you go. We've shown the intersection lining up for pod one. This area is a part of the property, not a part of the RDO, that's commercial. We've shown a secondary access that we would intend to have

through one of the commercial lots, parcels, projects, whatever ends up being developed there. And then similarly on this pod, the staff instructed us that the Levitt RDO across the street is planning to have a signalized intersection here. We have to match that. If we go over the 80 units, per the current ordinance, we have to have a secondary access. Depending on where that lines up, if we have enough frontage to get another access within the right distance and proximity to there, if we have enough frontage, otherwise, we might be trying to work with the Leavitts and tie into commercial if they end up developing commercial on that other side across the street.

Lunt: I just wondered, with your pod one at 250, you have an in and an out. I don't know if there's any other way to put another access into that. That seems limited access for 250 units.

Dallas: It's really going to come down to how hard is this basin to design and how big of a footprint, because the deeper we can make it, the smaller the horizontal. Until we go to the actual engineering design of that basin, it's hard to say how many we can fit on Cody, especially if we're if we're trying to match that existing road.

Randall: I'm going to put it bluntly on the legal side, there's a dangerous section that they've included in there that I would discourage you from approving, mainly because it's probably going to be left for later negotiation. Under subsection 3A, small Roman numeral 2, there's a really long paragraph. That one describes who pays for what with regards to that basin. As it stands, probably not the best thing to include in a development agreement. This is set by ordinance currently. Part of this is a change from ordinance, and likely is something that council wants to discuss when you actually get further along, in exactly how big this basin ends up being. Since much of that discussion is the land value. The only reason I would ever leave this in here is if you're essentially stating, "Whatever that value is you're claiming, we want that to count as a public amenity towards the additional units you're getting." And that's a possible trade that you can do, but again, we don't necessarily know what the value is of all this. It's hard to decide how many units equals what type of acreage when we don't really know what kind of acreage it is yet. Until you really get to detailed designs, it can be hard. You start getting into the- how much is the city's responsibility to pay? Our ordinance talks about majority of it, I think we agree on that. There's just one part that we don't, and that's the actual land value. I think that is usually best left for a different discussion than what we would do in a development agreement. Again, unless you're saying, "Look, the only way we're approving these additional units is because they are getting more units because they're doing an RDO than they would if they tried to develop this with clustering and everything else that our ordinances otherwise allow," you could tie it to that and say, "The only reason we're giving you the extra units is because of the amenities you're providing with the basin, with the leftover mostly unusable land," which again is helpful for us for that unusable land, but it's also not really developable for them. We're getting a gift that isn't as valuable as a true park. I'm not saying it has no value. I'm just saying it has less of a value. So unless you are saying, "Let's tie this to those units that we're giving that are extra," which you don't need to do, I would suggest you strike any discussion in this about that basin, because we really don't know enough information. We don't have enough values in mind to really know what a fair trade-off would be for the units they're getting. So we'd all be just guessing. I don't think any of us are prepared to have that discussion tonight.

Jett: I struggle with the concept of government taking of people's property. Taking's taking without adequate compensation. I realize I don't know all the trades and the gives and takes involved in this thing here, but just a concept of saying, "Well, we're going to take this much of your property. You're going to give it to us," or, "Hey, your property's, you know, de facto non-usable." But I think what Randall's saying is, if we strike it, that can be a subject for a later

discussion.

### *Public Hearing Opened*

Ann Clark: I'm standing here today because whether it's an RDO or not, it's a zone change. And again, everybody says, "Quit holding up the general plan as of the Holy Grail," but it is how we plan the city. The RDO gives the advantage to the developer, to make certain changes on density and everything else. If you go down to Cross Hollow Road where we have so much high-density housing now, really, I think what this is, is a, a money grab. And I'll tell you why. Because so much of that is unusable land, I get it. The people that own that want to get some money out of that. So they're going to go with high-density housing. You make more money. But I want you to really think before you approve this of the overview of this. We go to church on Cody. Every Sunday, they park on both sides of Cody. If you're coming out of that parking lot, it is so incredibly hard to see. Looking at the other high density on Cross Hollow, all of the parking goes along the street. I think what we're creating is so much high density here. There's never enough parking. And now you're going to have Cody backed up so much. I they'll back up all the way because they're going to use those spaces. All this high-density housing doesn't ever have enough parking. And the city never really fully addresses that. I think that all should be single-family. It was zoned single-family. Leave it single-family. We have enough high density down there. I've heard, "Well, people don't want to live by high density." But if you go further down Cross Hollow, you'll see all the homes that were there. They're across from the arena and all those horrible, terrible apartments. People are living there. So I don't think that's an argument. I think what we need to do is stick with the plan we have. Realize, more than anything, we are creating so much high-density housing. It's going to be like a corridor that we drive through of high-density housing. And it's just jarring to your view. But honestly, if you're going to do a traffic study, you better do a parking study because all we get is parking, and it's going to be all in front of the church, and it's going to be terrible.

Rob Obrien: I wanted to share some information with you that I just learned in the last few days. I contacted GoCivil, and I asked them to send me all the information on that. So I got that information emailed. I believe that good decisions are based on good information. What I'd like to share with you is data, not opinion. We've been a customer of an insurance company. I won't mention them by name, but they've insured us for 39 years we're in good hands. The notice that we received was that our house is potentially at risk for fire. They sent someone out, took pictures, and said, "This tree and this tree no longer meet code, and unless you address it, you are at risk of losing your insurance on your home." I called people that I thought know, and that was the chief of the fire department, Mike Phillips. He came to the home and spent three hours sitting with me. He told me that this entire area that's on discussion tonight has been subject to litigation fostered by the fire in Paradise, California, and the fires in California in the last two years. If I understood Mike correctly, the way that he reads it, the county is responsible to provide fire protection for the residents. If insurance companies won't provide fire insurance, the way that was interpreted by Mike - and he's not an attorney either - that responsibility falls on the county. So that's being debated and litigated in California currently. When I was sitting and talking to Mike, we were talking about the general plan and 310 houses. So I said, "If my home is at risk, and I may not be able to get insurance,

what does that mean for my fellow residents on Carmel Estates Drive?" I said, "Is that only an

issue from the good hands people?" He said, "No. It's likely from all of the insurance companies." We're lucky to have another expert from an insurance company and the residents with us tonight. And I won't identify them because they may not choose to come forward. But I consulted with that expert, and they confirmed that their company is doing the same thing. So it's apparent that the insurance companies want to mitigate their risk and see if they can get out of writing fire insurance. The reason that's important, when Chief Phillips and I were talking, we were talking about, at that time, the general plan and 310 houses. And we were kind of joking. "Well, we see it's R-1, but we know from past experience, often, we'll start a plan, and it's R1 and before they start excavating, it's already been rezoned to R3." Well, I heard tonight, "It's already R3." We were talking about 310. Now we're talking about 454 homes. Here's what I would ask. In your traffic study, would you look into what it would take to get adequate fire protection? I know the city has already acquired property on Westview for a fire station. If we can get that fire station built, the response time to this area is going to be significantly quicker than the response time from Enoch. We can get a fire truck from New Harmony to this area faster than we can. Decker: It's a non-factor for this discussion. Let's move on from this.

Rob: Add to your study, if you would, please, What does this new addition add to the fire risks and the impact that residents might have in getting insurance?

Derek DeGroot: This is timely because I actually wanted to come here before I even knew about this. The steepness of Cody appears to cause a very severe gravity issue. And the gravity issue is cars think that they need a lot of momentum going up, and a lot of momentum or the gravity sucks their cars going down. We constantly have excessive speeds on Cody Drive between Cross Hollow Road and up to Cove. I know that speed bumps are prohibitive because of snowplows, but with the study, and even regardless of that, what I'd like to ask is if the city could look at possibly putting stop signs on Cody Drive east and west at Nature View. Nature View traffic has a horrible blind view when they're traveling southbound towards Cody Drive. And I think two more stop signs could alleviate a lot of issues for us.

Mary Watkins: I am one of the property owners that the developer mentioned is going to be most affected right along the top. I don't think any of us love the high-density housing that has popped up all over surrounding Sunset Canyon. Most of those houses are not within the notice boundary. Thankfully, I was, so I'm here. I do not want another high-density housing. I understand that it's not increasing units. I get that. That was a main concern when I read the letter and didn't understand the RDO factor. But at the end of the day, you're still putting high-density housing as my neighbors and creating the traffic for my house and for where I go to church. If you could just watch for the nods as people speak because that first lady that spoke hit the nail on the head with so many things. As far as the traffic study, there should have been a traffic study for so many of those. I'm shocked that there wasn't. It makes sense, though, because it got approved. I just cannot reiterate enough that that needs to happen. And then I had a question. If he were to leave Pod One as R1, would that acreage for the culvert, the drainage, would he still need to do that, or would that look differently if it wasn't high-density housing?

Dallas: It would it would be the same. The requirement is from the city's master plan where they picked that location and said it has to go at that location and be a certain volume. Whether it's R-1, commercial, R-3, R-2, the city's picked that location and said, "We need this volume at this location to serve the drainage needs for this project plus everything upstream."

Jan Gilbert: I have a number of the same concerns that the other people have addressed. But the one concern that I have is the change from R-1 to R-3-M accelerates growth. We're at 3% growth now. About 80% of the people in Cedar City think that that growth is too fast. My logic is this:

R1 single-family house housing would be built out over many years. The R-3-M will happen in 18 months. If you build it, they will come. You look at the Henley Apartments next to the event center, they're up in 18 months, and they're already leasing. R-1 provides single-family housing and a more controlled growth rate. I'm not anti-growth, grow or die, but 3% is rapid growth. And that will create future problems. You can't convince me that you've addressed them all, so just consider that.

Elizabeth Barber: I do know one thing. You are going to run out of water if you do this. And it's not just going to be all the people that move in there, but everybody's going to be running out. You must think about the water.

Bill Okeson: I live up on top of the hill. I just wanted to point out what Dallas said about the large circle on the right that's surrounding. There on the east side of that, there are six homes. And you said you wanted to put 24 dwellings in there. That's totally just going to ruin it. Nearly every single house to the right and to the north, there are multimillion-dollar homes. And you want to put apartments in there.

Kirk Jones: I'm wondering the position of the retention pond. Has that been surveyed? Is that the low spot on that pod? It seems like all along that road, as soon as you get off the hill and going across the road, that entire northern part of that pod is a low spot. Unless it's really carefully engineered, you're going to have people underwater there. The other thing, it's been a widespread problem all over this community is that the infrastructure and the roads are designed for R-1 housing. And then by the time the place is fully developed, lo and behold, it's an R-3. And you go up in Fiddler's Canyon and see the traffic mess up there. You, you see the traffic mess around Walmart. I'm just happy to hear that you're concerned about that now because it is a huge problem. I don't think it's going to be any different here. We've already got the high-density housing that has gone in there along the west part of that road. You've got a problem already. So let's not make it worse.

Amy Bennett: I'm really here for the green space. I lived in Hidden Hills Coven and everything was zoned green space. I sold my home and moved there to Carmel Canyon Estates when they rezoned it and they put in 400 houses behind my previous home. It was zoned green space, and then boom, 400-plus homes out there off of Westview. I don't want to see that happen here. I love the green space. Cedar is named Cedar for a reason. The cedar trees, the juniper trees, they're beautiful. I would hate to see more of them go down. I'm really disappointed in the development in Sunset Canyon right now, they really took out a mountain. It's so disappointing to me. It's really changed the landscape. I don't want to see this happen to this beautiful hill. I deal in the currency of human lives. That's what my profession is, so I understand liability, but just put up some signs that says, "These are nature trails hike at your own risk." Let's do as little to it as possible. The second thing I wanted to speak about is, I am very concerned about the traffic. I have lived in Carmel Canyon Estates since 2019. Occasionally, there would be a car that went up Cody Drive. Now, it is a steady stream 24/7. The speed on Cody Drive is so dangerous. Each morning, we are more and more in fear that someone's going to run off the road. If we're going to go with high-density housing and we're going to make changes, could we get more police force? Could we get more roads patrolled? Could we not have Cody be a through traffic? Now it's used as a main street. It's used as an additional 200 North in a residential area. I have concerns, just like the man spoke to, about putting in stop signs, putting in something. We've got to stop the traffic up Cody Drive because it is literally becoming an alternative to using 200 North and using Cross Hollow. I'm really concerned for the safety of the community. If you're going to put high-density housing there and increase it by 250 more, which will probably be

college housing, that just means instead of two cars to the home, you're going to look at eight. Denison Doloto: I'm certainly part of the crowd that's interested in the congestion that's going to result from this massive growth of population in that small valley. It's already established there. It's only going to continue. And it's only going to get worse, like we've already heard, about Cody Drive. As soon as the construction work starts on I-15 at the intersection down by the lighthouse, it's going to get even worse because that's going to be a main thoroughfare to downtown for everybody on this west side. It's going to be hard to handle, and especially if it's a two-lane street in a neighborhood. Stormwater's got to be an incredible concern given that we just talked to Smith's Marketplace about what happens to their excess water flow as it comes off of their parking lot during a really, really terrible rainstorm. It's going to wind up right there at POD 3. That's a little stream that comes down that highway. It's going to be right in their front yard. I'm trust that you guys are considering that in your planning because that's going to be a real thing for the city to deal with or insurance companies. I bring again the dark sky considerations. I wasn't certain if the city has ever looked at that. But it's a really important matter. As that entire valley lights up with 350 new units, I'm concerned that the people who enjoy looking out over the west in the evening at the sunset and as the lights come on, what that's going to look like. Dark sky is an initiative that encourages people to design into their projects, facilities that will limit exposure of light shooting up. It's shrouding your light properly. It's aiming it properly where it's needed. And it makes a big, big difference. And I've noticed that in this community without any recognition to it, it's happening here in some degree. I'm happy to see that. And I hope it continues and that somebody on your staff of the Planning Commission will look more into it. As long as it's on the top of people's heads, it might be super useful to maintain that beauty, which is the night sky. I think we all deserve to continue to see it in the beautiful town of Cedar City. They've got a good start, and they can maintain that with the proper rules and regulations about development. And also, conditional use permits, which the county uses a lot in their planning. I don't know if you guys can use that here. But if it can be, that could be incorporated into the into the elements of the program that they're recommending with the RDO. Putting conditions. And if they don't meet those conditions, they either have to stop or quit the whole thing. CUPs are important.

Ron Hernandez: One of the reasons that we bought the house that we did off of Nature View Drive is because of that green space behind us. And we love it. We don't want to see it destroyed. We do have animals that come up into our backyard because we don't have a fence back there. And we do have deer come into our yard. And we love to see nature. We don't want to see it destroyed. We want it left open. If they do plan on building back there, I'm curious how big those lots are going to be. Do you have any idea?

Dallas: We have a proposed as R-1. Wildflower's zoned R-2, but we're proposing it as R-1. Quarter-acre minimum lot size.

Mark McDonald: Who is actually making these recommendations? Where's the originator? Is anybody?

Randall: The developer comes in and proposes part of this. You've heard our comments with regards to some of it that we agree and disagree with. But the originator is always the developer and their representatives that propose it. Planning Commission then takes all of this, staff obviously gives our opinion. Council will make the final decision.

Theresa McDonald: When we moved back to Utah and bought this property, we were told that the master plan had a nature walk behind our trail behind our house. And it still shows that it's there.

Randall: There still is a master plan trail. But keep in mind, those lines are generalized, so to speak. The idea is we're going to get from A to B, exactly how that trail meanders through the topography or through even a residential subdivision may change.

Mark: Are those quarter-acre lots butt up against our homes? Or is there a space between?

Dallas: The way that it's drawn is the way that we represented on there, which is directly behind the homes.

Mark: You're going to make the owners that don't have fences are going to have to put fences up?

Dallas: This line right here represents what's currently on the master plan as a master planned trail, which is the 16-foot-wide asphalt trail. Where it's shown currently, it's shown directly behind the houses that are there. Depending on the outcome of the RDO, proposed to relocate that trail based on topography and some other factors. When the city puts together a general plan, they draw straight lines like this over aerial imageries without taking into account engineering design because it's a generalized layout. There's significant hurdles with the topography out here as far as that. The city will require us to have a trail, but where it actually gets put in, I doubt it will be a straight line directly behind the houses. That's based on the city's master plan.

Mark: When we purchased our property and paid an upcharge for the fact that our properties were at the back and all of our houses are designed with floor plans to be that way, to have that view. If you knew that beforehand that you were not going to have that view, you wouldn't have built the house that way. Right now, all of our windows and everything are on the back of the house. It was zoned R-1 in 2018.

Dallas: That's still R-1 right there where you're looking at.

Mark: But regardless, we were told when we bought the property that the city will not allow any building behind us down the hill. And when we had to apply for our business license, we had to find out who owned this property currently, Sherry Jones Trust, so we had to send them a letter and all that stuff. So obviously, it's been sold, and somebody else owns it now?

Dallas: Jones is still on that. They still own it.

Adrian Kadera: I live on Nature View Drive. My concern is that nature path. That was news to me. When I bought the property, Barry Church had given me a map showing houses behind my home that was going to be developed at some point. We were planning to purchase the lot behind our home to save our view. All of us on that street. What is the plan for that path, I guess? Is it going to be moved or is it going to be paved?

Dallas: This is a general line the city has on their plan that says, "Hey, we expect an active transportation trail, which is generally a 16-foot-wide asphalt, 20-foot corridor to go through there." I don't think that it can get built in that configuration. We met with the board that oversees and prepares the general plans, and we'll have to reroute it in some form or fashion. The discussion that we had with the transportation committee was to look at potentially having portions of it where you try to get to point A and point B, but whether that goes there or whether it comes through the neighborhood or whether it ties in between this development, that's all to be determined. When we get into an actual engineering design, we need to make it work so that it can fit certain design criteria.

Ryan Gregerson: I'm the developer. Without the RDO or if the RDO is not approved, another developer can come in there and put townhomes right behind your property on Nature View Drive and build from there west. What does that do? That directs more traffic towards Nature View Drive. That directs more traffic through Wildflower, and that directs more traffic to Cody Drive. Without the RDO, you'll have townhomes there and more buildings from there west

without the open space. You will have more traffic without the RDO. With the RDO, it's very limited what's being built up there. So instead of duplexes up there, you're getting houses just like what's built up there, and you'll have a reduction in your traffic up there. It's all going to drop down to Cross Hollow Drive. You'll have 100, a whole bunch of homes up there where we have open space now, that is going to drop down into Cody Drive. It's not really going to change much with respects to the traffic, but where the traffic allocated to. It's allocating away from Nature View Drive, away from Cody Drive, and putting it down into Cross Hollow Drive. That's very clear. When we talk about middle class here in Cedar City, it's sad what's happened to the middle class here in Cedar City. I agree with everyone here. We all should have quarter-acre lots. But who can afford quarter-acre lots right now? The type of people we're talking about that have to live in high density, that don't want to live in high density. They'd love to live in a quarter-acre house just like I have. But who are going to be living there, people like firemen, people like, school teachers, people like superintendents. That's what high density is. Now, are we overbuilding high density? No. How do we know that? Because I wouldn't be building it if there was no demand there for it. I'd be building quarter-acre lots. There is a demand for high density, and it is for great people that serve our community like school teachers, superintendents, firefighters, policemen, city employees.

John Anderson: Seven years ago, when I bought it, I was told by the realtor. That this area back here was going to be open space because it was state school property and that there was no plans. Six months later, I get a letter saying, We're going to develop it. The whole thing about this whole property back here, that planning was absolutely disgrace. That development was so messed up. The road was off. They said the road would be low. Then they ran into lava, and they said, "Oh, we can have it high." Now it's above my fence. The car's going by. Everything they did. There's no landscape plans. You guys plan this, and no one checks. I always hear city council complaining. Look it up seven years ago, it was absolutely horrible. When this came, this letter from Go Civil Engineering. It's dated April the 9th. In their letter inviting me to come here, it says 30-day notice and a registered letter. This is not registered. Here's evidence. Not certified that it was intended.

Jett: Ordinance does not dictate they have to be certified. They just have to be registered.

Randall: I'm wondering if the form being used has not been updated to match the ordinance. It could be certified or a certificate of mailing.

John: I went out there and stopped those guys from raising it up, and they read their meters wrong or their laser pointer. They had the road about two feet higher than my wall. My wall's not even engineered. We had to go back there and make them dig it out. Then they had the water plan. Guess what was supposed to be right behind our house? That trail. You guys go up there right now, it's no trail. They left it out. Nobody follows anything. Then at the end the road just stops because they said one day they're going to put it through. And there's a cul-de-sac made out of dirt. After I mentioned it two, three days later somebody brought in gravel because they were afraid about that so-called illegal cul-de-sac at the end. It's still not done. The very lowest house, they had to pump the sewer out. They had to pump the sewer back up to our house.

### *Public Hearing Closed*

Amy Bennett: When you have to put in the water drainage right behind Carmel Estates, what does that do to the landscaping and the nature preservation putting in that water drainage?

Dallas: I was going to just respond to a couple of these if I could before the commission has

more questions. This is proposed to be an eight-acre foot. The problem with this location is that it's not in a canyon but a steep slope. In order to get that volume, there's a lot of dirt and a lot of manufacturing that slope to generate that volume, where we have to lay that back a lot. I think that was a two-acre to try to get that footprint and get that volume. I think I would have had a nine-foot dike right before the R-3. We had come through and proposed, there's kind of a natural valley before it concentrates and looking at having the dike there. But that would be a master plan. For the requirements needed to amend the master plan, that got pushed off. But what that doesn't show is that we'd have to lay those slopes back significantly greater than that to try to achieve that volume. That would be that would be a big undertaking.

Don: This is a good discussion, there is a lot to look at in detail, see if it makes sense.

Burgess: All of the lots that border commercial right now is really hard. Explain to me why R-1 lots would be behind commercial anyway. It's just hard for most people wanting to buy a single-family lot. They're usually not looking to be behind a commercial building. There is kind of a feathering of zoning. I do wish we could find a way, and I don't know if it's physically possible, to continue on that master plan road from the bottom of Nature View down get to Cross Hollow. But with the with the slope, I don't think you even can.

Dallas: We did an actual preliminary design with Topo, and it's like 12% of the road.

Burgess: That's my number one thing I wish could happen. But honestly, I don't think it's even feasible, but that would alleviate so much of the traffic going towards Cody. I'm a little confused because most of the people that have been here have been from Carmel Estates or from Nature View side. To me, this only benefits them. I feel like this drawing is preferable to single-family as far as they can possibly go or development as far as they can go.

Dallas: I think the commission understands, I just want to make sure that the public does, this is zoned R-2, developed as R-1. These two roads right here are proposed to be developed to the same lot size, dimension, area as what currently exists there. When we talk about this green-shaded area, that represents what we're proposing to the city in the development agreement of what would be dedicated as open space if the city will accept it as open space and preserve it. And that area in the development agreement ranges from 30 acres to 49 acres is the upper. The total project is 77 acres. We're talking about turning over, if the city accepts it, either a range of 38% to 63% of the total area as open space for nature preservation and the existing dirt trails. The master plan trail will get incorporated in some form or fashion through the project.

Jett: First, let me say thank you for coming. This is wonderful. People getting involved. We come up with a better product with more people involved. And I'm sure the developer is listening to everything that's being said tonight. Not everybody gets what they want. I understand what he said about density. I understand the people's concerns. But we do need affordable housing. And R-1 isn't cutting it for a lot of people. There has to be some way for our kids, our grandkids, our friends and family to be able to find some opportunities for living. I don't want to see our whole town turn into townhomes and condominiums. But at the same time, I don't want to see good people not be able to come here, and provide some of the services that we need for educating, or protecting or maintaining our roads and so forth, not have the opportunities to live here.

Decker: For the record, I would be an aye if it wasn't for the high-density housing. And I'm very concerned about the traffic. And Ryan, I think the world of you, but that's where I'm standing on this.

**Jett motions for a positive recommendation to the RDO and Development Agreement with the changes of striking out subsection 3-A-ii; Burgess seconds; Lunt and Davis yea, Decker**

and Hitz nay.

**I. CITY ITEMS**

**5. PUBLIC HEARING**

Engineering Standard Revision (Recommendation)	Section 5 (Standard Details) Concrete Curb and Gutter, and Driveways	Kent Fugal
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*Public Hearing Opened*

*Public Hearing Closed*

**Jett motions to table agenda item 5 until the May 5<sup>th</sup> meeting; Davis seconds; all in favor for a unanimous vote.**

The meeting was adjourned at 8:12 p.m.