



NIBLEY CITY COUNCIL MEETING AGENDA

Thursday, September 10, 2020 – 6:30 p.m.

1. 6:30 p.m.– **JOINT MEETING WITH THE LOGAN MUNICIPAL COUNCIL**
 - a. Call to Order and Roll Call
 - b. Approval of the Agenda
 - c. Discussion of the Municipal Boundary Line Between Nibley City and Logan City
 - d. Adjourn to Regular City Council Meeting
2. 7:30 p.m.– **REGULAR NIBLEY CITY COUNCIL MEETING**
3. Opening Ceremonies (Councilmember Beus)
4. Call to Order and Roll Call (Chair)
5. Approval of the Previous Meeting Minutes and Current Agenda (Chair)
6. Public Comment Period¹ (Chair)
7. **Agency Report** – Cache Valley Transit District
8. **Public Hearing** – Ordinance 20-16: An Update to Nibley City Code 19.32 Amending Residential Planned Unit Development (R-PUD) Requirements
9. **Discussion & Consideration** – Resolution 20-11: Updating Nibley City’s Consolidated Fee Schedule (Second Reading)
10. **Discussion & Consideration** – Resolution 20-12: Adopting Fraud Risk Policies
11. **Discussion & Consideration** – Resolution 20-13: Approving an Agreement with Cache County for Emergency Medical Services
12. **Discussion & Consideration** – Resolution 20-14: Approving a Water Share Use Agreement with the Sheridan Ridge Homeowners Association
13. **Workshop:** A Report on the Nibley City Flag Contest
14. **Discussion & Consideration** – Ordinance 20-16: An Update to Nibley City Code 19.32 Amending Residential Planned Unit Development (R-PUD) Requirements (First Reading)
15. **Discussion & Reconsideration** – Ordinance 20-07: Residential Planned Unit Development Overlay Zone and Development Agreement for Nibley Meadows, located at approximately 1000 W and 3200 S. Proposing 273 units on 54.6 acres
16. **Council and Staff Reports**
17. **Adjourn to Closed Session** – To Discuss PENDING LITIGATION, PURSUANT to Utah Code 52-4-205

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

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



**Nibley City Council
Agenda Report for
September 10, 2020**

Agenda Item #1.c.

Description	6:30 p.m.– JOINT MEETING WITH THE LOGAN MUNICIPAL COUNCIL a. Call to Order and Roll Call b. Approval of the Agenda c. Discussion of the Municipal Boundary Line Between Nibley City and Logan City d. Adjourn Meeting
Department	City Council
Presenter	Mayor Dustin, Nibley City Mayor Holly Daines, Logan City Mayor
Recommendation	Discuss shared issues and determine direction for future discussions
Reviewed By	Mayor, City Manager, City Planner,

Background:

Nibley and Logan Cities share common boundaries along Logan's southern and Nibley's northern borders. The boundary line is jagged in places, without a clear demarcation. Over the past several years, staff and elected officials from both Nibley and Logan Cities have been discussing options for straightening the common boundary. Currently, the boundary line is aligned with US 89/91 in some spots and crosses over the highway in spots, with both cities having annexed property on both sides of the highway. Adjusting the shared boundary has been discussed as a way to simplify the provision of utility services and public safety services and would clarify where the boundary is for residents and businesses along the route.

In 2016, the owners of a 55-acre agricultural parcel in Logan City, on the east side of the highway, applied to Logan City for a rezone in an attempt to develop the property. Logan City

denied that request. One of the challenges related to developing that property while in Logan City was that Logan City does not have utility lines near the property. However, Nibley City utility lines are immediately adjacent to the property. The property owner of that parcel approached both cities and requested to have the shared city boundary adjusted to move the parcel into Nibley. Both cities considered that, because discussions had been ongoing for several years about realigning their shared boundary, this would be a good opportunity to not only move the 55-acre parcel from Logan to Nibley, but to also adjust the rest of the shared boundary to align with the highway. Both cities took initial actions to adjust the boundary in 2017 and 2018. However, the cities were unable to agree on all of the issues that would be affected by the boundary adjustment and the project stalled. The owner of the 55-acre parcel subsequently requested disconnection from Logan City and was annexed into Nibley in 2019.

There are multiple potential concerns and discussion topics that could be addressed along the common boundary between the cities that might need to be resolved prior to reaching an agreement on a boundary adjustment. Prior to diving into those issues, the following are basic principles, background and proposals Nibley City would propose in relation to the discussions:

1. Malouf is now in a similar position to where Nelson Farms was when the previous boundary adjustment was attempted. Malouf should not be hostage to any negotiation between Nibley and Logan in relation to their pending disconnection(s).
2. Nibley would like Logan to understand the impact Nibley has felt and will feel on its infrastructure, schools, churches and citizens in relation to the rezone and apartments north of Firefly Nature Park.
3. Nibley Conservation Codes and open space and density requirements contrasted with Logan's recent land use decision north of Firefly
4. Nibley's Principles in Realignment are:
 - a. Realignment makes sense when it straightens out lines and captures administrative efficiencies
 - b. Landowners should not be pawns or leverage
 - c. Nibley's priorities for open space are in preserving sensitive and constrained lands (trees, wetlands, waterways, cultural resources habitat and public access are prioritized over viewsheds). Being adjacent to the highway is a factor in this consideration, but viewsheds are not preserved at the expense of the others.
 - d. Realignment must maintain value for existing landowners and uses, or provide just compensation
 - e. Realignment must be a win-win for our citizens
 - f. Any changes in setbacks, access, or land use will be the same for Nibley and Logan in perpetuity and should be enforced along the entire US 89 corridor from Wellsville to Hwy 165.

- g. Any agreement should be formalized in a 3-way interlocal agreement between UDOT, Nibley, and Logan and will standardize planning, land use, zoning, and development standards along the corridor
- h. Enforcement of Dark Sky regulations is needed on all new and existing development along the corridor

5. Nibley's proposals for new boundaries:

- a. 2200 S Boundary Line



- b. 800 W Boundary Line

- ### Specific Discussion Topics:

4. Parallel Trail
 - a. Which side(s)
 - b. Uses
 - c. Cross section
 - d. Maintenance
5. Signalizations
 - e. 2600 S
 - f. 3200 S Realignment
6. Additional Discussion

Agenda Item #7

Description	Agency Report - Cache Valley Transit District
Department	City Council
Presenter	Greggory Shannon, Nibley City representative on the Cache Valley Transit District Board of Directors
Recommendation	Receive the presentation, ask clarifying questions, and provide comments.
Reviewed By	Mayor, City Manager

Background:

Greggory Shannon, Nibley City's representative on the Cache Valley Transit District Board of Directors will provide a brief update to the Council about District operations.

Agenda Item #8

Description	Public Hearing – Ordinance 20-16: An Update to Nibley City Code 19.32 Amending Residential Planned Unit Development (R-PUD) Requirements
Department	Planning
Presenter	Levi Roberts, City Planner
Recommendation	Hold the public hearing and receive comments.
Reviewed By	Mayor, City Manager, City Planner, Public Works Director, Planning Commission

Background:

The public hearing for this item is being held separate from Discussion & Consideration (item #14) to facilitate public comment early in the meeting. See Background under item #14.

Agenda Item #9

Description	Discussion & Consideration—Resolution 20-11: A Resolution Updating Nibley City's Consolidated Fee Schedule (Second Reading)
Department	Administration
Presenter	Michelle Jensen, Treasurer
Recommendation	Moved to approve Resolution 20-11: A Resolution Updating Nibley City's Consolidated Fee Schedule for First Reading.
Reviewed By	City Manager, City Treasurer

Background:

Earlier this year, the Nibley City Council adopted a consolidated fee schedule for services fees and rates charged by the City. None of the fees on the previous schedule are proposed to be changed. However, some new fees are being added.

The schedule has been updated to show the recently-adopted Logan Wastewater Treatment Impact Fee. A new \$150 fee has been added for collection of the recently-adopted Logan Wastewater Treatment Impact Fee.

The Water Stock/Right Contribution Waiver Fee is being added to the schedule.

Update:

Parks and Recreation Fee Schedule Updates

The fee schedule updates for parks and recreation facilities reflect a more comprehensive approach to, make special event processing and athletic field scheduling more efficient, and to better serve outside event organizers and sports league directors, while still maintaining appropriate public use for our residents. The schedule also lists new facilities including the Pickleball and Tennis courts and outlines multiple clarifications in the general notes to communicate more clearly what is provided with the rental. It also addresses items that have not been included in the schedule but

are needed including ticketed events, cleaning deposits, and portable baseball mound placement pricing. Special consideration was made regarding city parks, streets, and recreation staff labor associated with servicing outside events and non-city league athletic programs, to be more in line with other cities fee schedules. Nibley City staff reviewed fee schedules from Logan, Smithfield, and North Logan in updating labor rates and other associated fees. The fee schedule also now lists new or expanded Nibley City Youth Sports programs, clearly defines a cancelation fee, and gives guidance on program pricing for new programs. Continued refinement of parks and recreation facility fees is necessary as new facilities become available, city recreation programming expands, and outside organizations continue to request the use of Nibley City Facilities.

Staff will present any other changes since the first reading.

RESOLUTION 20-11

A RESOLUTION UPDATING NIBLEY CITY'S CONSOLIDATED FEE SCHEDULE

WHEREAS, State Law and the City Code empower the Nibley City Council to set rates and charge fees for services provided by the City;

WHEREAS, the City has historically set rates and fees for services through various resolutions from time to time as needed;

WHEREAS, the City Council finds that it is in the best interest of the City and its residents to update the consolidated schedule of all existing rates and fees and to review and update the schedule as needed;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE NIBLEY CITY COUNCIL THAT:

1. The Consolidated Fee Schedule attached hereto as Exhibit A and the rates, fees, and charges set forth therein are hereby enacted and adopted.
2. This Resolution does not repeal, abrogate, annul, or impair in any way the existing resolutions or ordinances of the City except to modify the rates, fees, and charges reflected in the Consolidated Fee Schedule. All rates, fees, or charges not listed in the Consolidated Fee Schedule which are contained in or promulgated pursuant to any current resolution or ordinance shall remain in full force and effect, unless and until duly modified. All resolutions or ordinances which set forth rates, fees, or charges which are contained in the Consolidated Fee Schedule are hereby superseded by the Consolidated Fee Schedule.
3. This Resolution shall become effective immediately upon passage.

ADOPTED BY THE NIBLEY CITY COUNCIL THIS _____ DAY OF _____, 2020.

Shaun Dustin, Mayor

ATTEST:

David Zook, City Recorder

[illegible]

General Notes regarding Parks and Recreation facility rentals/use/and fees

Tournament/Event Cleaning Deposit

Deposits are refundable if the facility/field is left clean and without damages. Deposits, if not refunded, are intended to cover the cost of additional cleaning or minor damage beyond normal use if such is needed. If the cost of cleaning or damage repairs resulting from use of any facility exceeds the deposit, the City reserves the right to charge the user for any additional costs incurred.

Inclimate Weather & Refund Policy

The event/league organizer assumes the risk of cancelation due to incimate weather, If event/league organizer requests re-scheduling due to incimate weather it is based on facility availability and will be at the discession of Nibley City only if alternate dates are available. Facility fees are non-refundable unless a refund has been requested in writting 14 days prior to the event.

Movies:

Use of any city property to show a movie requires proof of movie licencing, at least 7 days prior to the event. If the event organizer requires an entrance fee including a suggested donation, a ticketed event fee applies. Nibley City audio/visual equipment and movie screen are NOT available to rent. Nibley City reserves the right to prohibit an outdoor movie if the proposed event is held with-in 30 days of a scheduled Nibley City outdoor movie in the park.

Fun Runs and outdoor fitness events:

A pavilion rental is required (included in fee), if the start or finish line is in Nibley, traffic safety provided by the Cache County Sheriff or equivalent is NOT included in the fee, The organizer may be required to provide additional porta-potties based on estimated #'s. Nibley City reserves the right to prohibit a fun run/walk or other fitness event if it is held with-in 45 days of a scheduled Nibley City outdoor fun run/walk or similar Nibley City outdoor fitness event.

Field and street marking restrictions:

All athletic field, event space, and or street marking must be performed by Nibley City employees, otherwise renter assumes costs for damages and or cleaning. Failure to comply may also result in becoming ineligible to rent facilities.

Per Player Non-city recreation league fee and fee determination:

Per Player fee available to leagues that do not require a tryout and allow anyone to sign up regardless of ability. The Nibley City Recreation Director will determine if a clinic/camp, per team, or per player fee is the most appropriate fee.

Ticketed events

All ticketed events must be pre-approved by the Nibley City Special Events Committee at least 30 days prior to the event. Event insurance is required for these events and the event may require a business licence. Nibley City does NOT provide any access control in the form of fencing, gates, cones, or barriers, other than permanant structures (ie. fences) already available at facility.

Cache County School District, and Thomas Edison Charter School Use

Nibley City reserves the right to waive fees and or requirements except insurance requirement, for facility use by Thomas Edison Charter School and Cache County School District schools, and associated organizations including a school PTA. based on shared use interlocal agreements.

Nibley City Recreation Program Fees (9/2020)

Baseball (NO Change)	Current Fee	Proposed Fee
Classic T-ball (5-6 yr olds)	30	30
Rookie (7-8 yr olds)	30	30
Minors (10 & Under)	60	60
Majors (12 & Under)	65	65
Pony (14 and Under)	75	75
Late Fee	10	10
Softball (NO Change)	Current Fee	Proposed Fee
Ponytail (7-8 yr olds)	30	30
Fast Pitch (10 & Under)	35	35
Fast Pitch (12 & Under)	40	40
Fast Pitch (14 & Under)	40	40
Late Fee	10	10
SUPER START for 3 & 4 yr olds	Current Fee	Proposed Fee
Soccer	30	30
T-ball	30	30
Late Fee	10	10
Flag Football (NEW Program in 3rd year)	Current Fee	Proposed Fee
1st & 2nd Grade League	35	35
3rd & 4th Grade League	35	35
5th & 6th Grade League	45	45
7th -9th Grade League (Not offered yet)		45
Late Fee	10	10
Soccer Spring & Fall (NEW Program 2020)	Current Fee	Proposed Fee
Kindergarten League	30	30
1st & 2nd Grade League	30	30
3rd & 4th Grade League	45	45
5th & 6th Grade League (Not offered yet)		45
7th -9th Grade League (Not offered yet)		45
Late Fee	10	10
Reversible Soccer Jersey	5	5
Cancellation fees for all youth recreation programs	Current Fee	Proposed Fee
A registration refund for cancellation is available only if the cancellation request is prior to the coach meeting/jersey order. All cancellation requests are subject to the proposed 25% (of the total registration cost) fee.	10	25%
Other NEW Youth sports, programs, camps, and or classes		
The initial fee will be established at the discretion of the Recreation Director based on an evaluation of actual and estimated costs, fees for similar programs, known and projected program interest, and considerations of community benefit. Program offerings that continue beyond a trial phase, will utilize actual costs compared to registration fees to determine appropriate registration fees moving forward.		

Other Nibley City Recreation Fees (9/2020)		
Heritage Days	Current Fee	Proposed Fee
Booth Fees	50	50
Mayors Dinner: a fee comensurate with a reasonable cost recovery for food and associated supplies,		
Nibley Fit	Current Fee	Proposed Fee
Drop in Day Pass	3	3
Monthly Pass	15	15
Quarterly Pass	40	40
Staff has discretion to adjust pass prices for promotional purposes		
Recreation Equipment Rental (current fee allows for only 1 day Proposed fee allows for 3 days use)	Current Fee	Proposed Fee
Each item is rented separately for the fee noted: Spike Ball, Kubbb, Cross-Net, Can Jam, Disc Golf, Pickleball	3	5
Equipment Deposit	20	20
Note: The Gaga court and Nine Square are NOT available to rent to the public due to transportation & set		
Fun Runs		
Will be at the discretion of the Recreation Director and will be based on the cost of race timing, shirt		

Agenda Item #10

Description	Discussion & Consideration – Resolution 20-12: A Resolution Adopting Fraud Risk Policies (First Reading)
Department	Administration
Presenter	David Zook, City Manager
Recommendation	Move to approve Resolution 20-12 for the first reading
Reviewed By	Mayor, City Manager, City Treasurer

Background:

The State of Utah's State Auditor has developed a new Fraud Risk Assessment for cities to use to assess their risk of fraud. The guidelines promulgated by the assessment encourage cities to adopt a number of policies related to limited the risk of fraud. The office provided sample policies which have been adapted to Nibley's needs and which will be presented for adoption. The polices address topics such as:

1. Conflict of Interest
2. Procurement
3. Ethical Behavior
4. Reporting Fraud and Abuse
5. Travel
6. Cedit/Purchasing Cards
7. Personal Use of Entity Assets
8. IT and Computer Security
9. Cash Receipting and Deposits

RESOLUTION 20-12

A RESOLUTION ADOPTING FRAUD RISK POLICIES

WHEREAS, Nibley City strives to instill a culture rewarding high ethical standards and desires to establish a written policy and strong practices that addresses a standard of ethical behavior, including prohibited activities, required disclosures, and clear directions on how and to whom disclosures should be submitted and reviewed; and

WHEREAS, the Nibley City Council should evaluate policies to make sure they establish proper oversight and direct the organization toward the desired outcomes; and

WHEREAS, the adoption of Fraud Risk Policies are intended to deter or prevent the misuse of public funds; and

WHEREAS, the adoption of Fraud Risk Policies is designed to help measure and reduce the risk of undetected fraud, abuse, and noncompliance in Nibley City; and

WHEREAS, entities should seek to reduce risk to an acceptable level.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE NIBLEY CITY COUNCIL THAT:

1. The attached Nibley City Fraud Risk Policies are hereby enacted and adopted.
2. This resolution shall become effective immediately upon passage.

PASSED and ADOPTED BY THE NIBLEY CITY COUNCIL THIS _____ DAY OF _____, 2020.

Shaun Dustin, Mayor

ATTEST:

David Zook, City Recorder

Agenda Item #11

Description	Discussion & Consideration – Resolution 20-13: A Resolution Approving an Agreement with Cache County for Emergency Medical Services
Department	Administration
Presenter	David Zook, City Manager
Recommendation	Move to approve Resolution 20-13: A Resolution Approving and Agreement with Cache County for Emergency Medical Services
Reviewed By	Mayor, City Manager, Emergency Manager

Background:

Due to Logan City's separation from the Cache County Emergency Medical Services Authority (CCEMS), the structure of CCEMS has had to be reconfigured, with Cache County now assuming oversight of its operations. CCEMS provides emergency medical services, including ambulance transport to and between hospitals. Under the new arrangement with Cache County, cities will contribute \$15 per resident per year to CCEMS to pay for ambulance services. Under this agreement, CCEMS will also assume management of the Nibley/Millville First Responders Squad for the cost of \$24,000 per year to Nibley. CCEMS is also funded by contributions from Cache County, as well as from patient/insurance billing.

The services covered by this agreement would commence January 1, 2021. Funds were budgeted in this year's budget to cover these costs.

RESOLUTION 20-13

A RESOLUTION APPROVING AN AGREEMENT WITH CACHE COUNTY FOR EMERGENCY MEDICAL SERVICES

WHEREAS, Cache County plans to provide Emergency Medical Services throughout Cache County, including for Nibley City, through an interlocal agency called the Cache County Emergency Medical Service Authority; and

WHEREAS, the Cache County Emergency Medical Services Authority has provided that Nibley City shall be included within the boundaries of the Cache County Emergency Medical Service Authority boundary; and

WHEREAS, Emergency Medical Services established by Cache County may contain all or part of any municipality only with the consent of the governing authority of the municipality, as provided in a resolution duly adopted by the governing authority of the municipality;

WHEREAS, Cache County requested that the Nibley City Council consent to the inclusion of the City within the service area for Cache County EMS Authority; and

WHEREAS the City Council of Nibley City has determined that the public health, convenience and necessity requires the establishment of the EMS Authority.

THEREFORE, it is hereby resolved by the Nibley City Council to consents to the inclusion of the City within the boundaries of the Cache County Emergency Medical Services (CCEMS) Agency as established by the Cache County Council.

Be it further resolved that the attached contract for services between CCEMS and Nibley City is hereby approved.

This resolution shall take effect immediately upon passage.

PASSED and ADOPTED BY THE NIBLEY CITY COUNCIL THIS _____ DAY OF _____, 2020.

Shaun Dustin, Mayor

ATTEST:

David Zook, City Recorder

AGREEMENT FOR EMERGENCY MEDICAL SERVICES

This AGREEMENT is made and entered into this ____ day of _____ 2020, and becomes effective on January 1, 2021, by and between the CACHE COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY (CCEMS) an interlocal entity or association organized and existing under the laws of the State of Utah, and _____ CITY (the "CITY"), a body corporate and politic of the State of Utah. CCEMS and the CITY may be each be referred to individually herein as a Party and collectively herein as the Parties.

This AGREEMENT is made and entered into by and between the parties based upon the following:

- A. CCEMS is a duly created interlocal entity that provides emergency medical ground ambulance service (EMS) in Cache County. CCEMS includes all areas within the county, with the exception of Logan City and areas serviced by Logan City as designated by the Utah Bureau of EMS.
- B. CCEMS is desirous of ensuring EMS services in all licensed areas of the county and is responsible under Utah law to provide for the above mentioned services in the unincorporated portions of the COUNTY.
- C. The CITY maintains and operates a municipal fire department and/or first responder medical unit that provides EMS services at their designated licensure level in the incorporated limits of the CITY.
- D. CCEMS possesses a ground transport ambulance license for EMS from the Utah Bureau of Emergency Medical Services and Preparedness and is responsible to provide EMS in all areas of the county designated by the EMS license.
- E. The CITY is desirous of ensuring EMS in the incorporated areas of the CITY.
- F. This agreement for EMS is deemed to be in the best interest and for the general welfare of the CITY, Cache County, and CCEMS.

NOW THEREFORE, based upon the mutual consideration and mutual conditions contained herein, the parties hereto do hereby agree as follows:

- 1. The CITY agrees to:
 - a. Provide or contract to provide extrication as their ability, training, staffing, and equipment will allow within the unincorporated areas of the Zone, which is defined in Attachment A hereto; and,
 - b. Pay CCEMS on January 1, 2021 seven dollars and fifty cents (\$7.50) per capita based on current U.S. Census estimates for persons living in the incorporated area of the City for EMS to be provided for January 2021-June 2021 and, thereafter, pay annually on July 1, fifteen (15) dollars per capita with an increase of 3% per year beginning July of 2021 based on current U.S. Census estimates for persons living in the incorporated area of the CITY for EMS to be provided; and

- c. Pay CCEMS on January 1, 2021, twelve thousand dollars (\$12,000) to fund Millville/Nibley First Responders for January 2021-June 2021, and thereafter, pay annually on July 1, twenty-four thousand dollars for said service.
2. CCEMS agrees to:
 - a. Provide EMS to the CITY which includes ground ambulance response and transport of the sick and injured at the license level approved to CCEMS by the Utah Bureau of EMS and Preparation; and
 - b. Replace CITY purchased medical supplies used at each incident; and
 - c. Fund and coordinate Medical Control services to the CITY EMS unit; and
 - d. Manage CITY'S Quick Response Service; and
 - e. Provide EMS and other emergency related training to CITY EMS personnel except that CITY shall pay EMS testing fees; and
 - f. Provide annual Emergency Vehicle Operations training.
3. MUTUAL AND AUTOMATIC AID:
 - a. The CITY Fire/EMS Department shall have, through this Agreement, mutual and/or automatic aide with any other department or agency which holds a current agreement with CCEMS. In return, the CITY agrees to provide the same service to other departments contracting with CCEMS.
 - b. The CITY agrees to respond with only those resources requested by dispatch when responding to automatic/mutual aid calls. Furthermore, the CITY agrees to send only certified responders to calls outside of the Zone.
4. This Agreement does not supersede any responsibilities, regulations, and/or requirements imposed by state laws or local ordinances upon the CCEMS Service Area Director or the CITY's Fire/EMS Chief as Authority Having Jurisdiction under the Utah State Fire Code.
5. This Agreement supersedes any previous agreement entered into by and between the CITY and CCEMS for fire EMS.
6. Unless sooner terminated as hereinafter provided, the term of this Agreement shall be for a period of 4 years commencing January 1, 2021. The Agreement shall automatically renew for an additional 4 years on each anniversary date of this Agreement under the same terms and conditions as set forth herein, unless a Party delivers written notice to the contrary to the other Party at least thirty (30) days prior to the date of expiration.

7. This contract may be terminated by either Party because of the other Party's failure to perform any of its obligations under the Agreement by giving written notice of termination to the defaulting Party. Termination of the Agreement will become effective ninety (90) days after such written notice is delivered to the defaulting Party.
8. This Agreement and the Parties' performance under this Agreement shall be governed by the laws of the State of Utah.
9. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns; provided, however, that this Agreement cannot be assigned, transferred or conveyed by either Party, without the express, written consent of the other Party.
10. This Agreement and the Attachments thereto constitute the entire agreement for EMS response between CCEMS and the CITY. The Parties acknowledge that there are no other underlying agreements, oral or written, pertaining to the terms of this Agreement.
11. CCEMS and the CITY can amend this contract only by a writing executed during the time this Agreement is in force.

IN WITNESS WHEREOF, the parties have executed this Agreement on the following dates.

By: Shaun Dustin

Mayor

Date

By:

CCEMS Board Chairman

Date

Agenda Item #12

Description	Discussion & Consideration – Resolution 20-14: Approving a Water Share Use Agreement with the Sheridan Ridge Homeowners Association Sheridan Ridge
Department	Public Works – Water Department
Presenter	Justin Maughan, Public Works Director
Recommendation	Move to approve Resolution 20-14: A Resolution Approving a Water Share Use Agreement with the Sheridan Ridge Homeowners Association
Reviewed By	Mayor, City Manager, Public Works Director, City Attorney

Background:

When the Sheridan Ridge residential development was approved more than a decade ago, the developer discussed with Nibley City the option of leasing back irrigation water shares in order to provide water for the development's secondary water irrigation system. It has come to the City's attention that no agreement was ever entered to facilitate the HOA's use of such water shares. However, the HOA and residents have installed and have been using a secondary irrigation system. The irrigation company has advised the HOA that they do not have a right to use their water and have asked to cease withdrawing water unless they obtain shares or an agreement to access water using the City's shares.

An agreement is proposed to allow the HOA to use water from the irrigation company using 16 of the City's shares. The water use agreement is similar to those that have been used with other developments in the city. The HOA would be responsible for paying the annual assessment fee for the shares, in addition to a \$25 fee per share per year. That fee would increase by \$5 annually. The agreement would continue for 5 years and could be automatically extended for increments of 5 years, unless either party withdraws from the agreement.

RESOLUTION 20-14

A RESOLUTION APPROVING A WATER SHARE USE AGREEMENT WITH SHERIDAN RIDGE HOMEOWNERS ASSOCIATION

WHEREAS, multiple property owners in the City currently use secondary water from water shares owned by the City; and

WHEREAS, Nibley City Code 11-5-2 Water Supply states that the City shall supply water to subdividers to support a secondary system if they meet the conditions and standards within the code; and

WHEREAS, if secondary water is available, secondary water may be less expensive to provide to a property for irrigation purposes than culinary water, and

WHEREAS, Nibley City has previously approved subdividers, individual property owners, and homeowners associations to use water based on shares owned by the Nibley City; and

WHEREAS, Nibley City wishes to enter into official agreements with the property owners that are using secondary water based on shares that are owned by Nibley City and the City has the ability to enter into new agreements.

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

1. Nibley City Council approves the attached agreement with the Sheridan Ridge homeowners association for the purpose of supplying secondary water to private property.

PASSED and ADOPTED BY THE NIBLEY CITY COUNCIL THIS _____ DAY OF _____, 2020.

Shaun Dustin, Mayor

ATTEST:

David Zook, City Recorder

WATER AGREEMENT

THIS AGREEMENT, made and entered into as of this 1 day of September, 2020, by and between NIBLEY CITY, a Utah Municipal Corporation (hereinafter referred to as “the City” or “Nibley City”), and The Sheridan Ridge Homeowners Association, (hereinafter referred to as the “Property Owner”).

WITNESSETH:

WHEREAS, the City is empowered and authorized under Utah law to supply water to persons or entities inside and outside of the municipal limits of the City; and

WHEREAS, the City provides culinary water to the Property Owner; and

WHEREAS, the City has the right to divert and utilize certain Shares of water in the Nibley Blacksmith Fork, Clear Creek, Spring Creek-Cache, College Ward, Logan-Providence, Providence Blacksmith Fork, and Millville Irrigation Company; and

WHEREAS, the Property Owner wishes to also be supplied with secondary/irrigation water from the City via the number of the City’s Shares (the “Shares”) of the Irrigation Company for use for a reasonable charge for exclusive use at the Place of Use in the Property Owner’s own secondary water system (the “System”) as set forth on the following chart:

Irrigation Company	Nibley Blacksmith Fork
Number of Shares	16
Place of Use	The Sheridan Ridge Subdivision. Plat attached as Attachment A
Point of Diversion	3703 South 250 West
Description of Diversion	Pump Station
Total Water Allowed in AF	48
Allowed Uses	Irrigation or Stock Water

WHEREAS, the City wishes to provide water to the Property Owner via the Shares of the Irrigation Company for use for a reasonable charge for exclusive use at the Place of Use in the System as set forth in the above chart; and,

WHEREAS, the City and the Property Owner wish to formalize the agreement for the supply of water via the Shares and that this Agreement constitutes the writing to be accepted by both parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein undertaken, it is agreed between the parties as follows:

1. The City, for the term and upon the provisions, conditions and covenants hereinafter set forth, shall supply the Property Owner with water via, and to the extent of, the Shares; and the Property Owner, on said provisions, conditions and covenants and for said term, shall pay the City the sums below for the supply of water via the Shares.

2. Term. The City shall supply the water to the Property Owner for a period of five (5) years from the date of this Agreement. Thereafter, this Agreement shall automatically renew for successive five (5) year terms, upon such terms and conditions as are then agreed to unless a notice of termination is provided by either party prior to expiration of the five (5) year term.

3. Payment. It is agreed that the cost for supplying the water on an annual basis shall be equal to the amount of the annual assessment fee, plus any special assessments, assessed to the City by the Irrigation Company for the Shares, plus a fee of \$25.00 per share, and shall be paid within thirty (30) days after invoiced from the City. The fee shall increase by \$5.00 per share per year. In the event that any payment is not paid on or before its due date, the City shall have the absolute right, within its sole discretion, to terminate this Agreement upon written notice to the Property Owner specifying the basis for such termination to be a failure to make a payment by the date when it was due. The City also expressly reserves the right to terminate this Agreement, in the event of a default under the terms hereof by the Property Owner, other than a failure to make an annual payment, should such default remain uncured 30 days after the date of a written notice from the City to the Property Owner which specifies the default.

4. Conditions. The City cannot anticipate what type of scenario may arise which would require the use of said water for other municipal purposes; and, therefore, it is further expressly agreed that the City retains the right to terminate this Agreement upon giving written notice to the Property Owner. Upon termination, the Property Owner shall be solely responsible for connecting to the culinary system or acquiring replacement shares.

5. Nature of Agreement. Both parties clearly understand that this document is an agreement for the temporary supply of water via the Shares and that it does not involve the sale or lease of the Shares themselves in any way whatsoever from the City to the Property Owner.

6. Assignment. The Property Owner may assign its rights under this Agreement to subsequent owners of the Property, but shall not encumber any such rights or record this Agreement (or any document or interest relating thereto), and shall not delegate any performance under this Agreement, except with the prior written consent of City to any of the same. City may withhold consent to such encumbrance, or delegation for any or no reason in its sole and absolute discretion. Regardless of City's consent, the Property Owner shall not be released from any obligations for matters arising during the time when this Agreement was in effect. Any purported assignment or encumbrance of rights or delegation of performance in violation of this Section is void. This Agreement is binding on the Property Owner's successors or assigns that have been authorized pursuant to this Section, provided the Property to be served by the System cannot be expanded. The assignee of any assignment under this section shall deliver actual notice of the assignment to the City within 60 days of the assignee's receipt of the assignment from the Property Owner.

7. Compliance. The Property Owner shall use the water from the Shares solely for the Allowed Uses at the Place of Use and for no other purpose. The Property Owner further agrees to use the water from the Shares in accordance with all schedules, bylaws, rules and regulations set forth by the Irrigation Company, as well as any federal, state and local laws governing the Shares. The Property Owner acknowledges that the water supply of the Irrigation Company is subject to availability and the City makes no warranty or representation with respect to the volume of water or what method of use of the water will be available from or acceptable to the Irrigation Company.

8. New Diversions. The City agrees that The Property Owner may incorporate new diversion structures within the System, with the prior consent of the City, to make full use of the water supplied hereby and to meet the particular needs for which it is using the water. Diversions, piping plans, and other infrastructure for the secondary systems shall be designed and constructed in compliance with the Irrigation Company and Nibley City standards. Plans shall be submitted to the City and kept on file with this agreement.

9. Right of Entry. The Property Owner agrees that the City may enter on the Property Owner's property where the water is diverted and/or utilized for purposes of inspecting the manner in which the Property Owner is utilizing said water and to verify compliance with the terms and provisions of this Agreement. These inspection shall included ensuring the Property Owner system complies with back flow prevention according to state law.

10. Share Rights. Other than the right to utilize the water as outlined herein, all other rights associated with the Shares, including but not limited to voting rights, are retained by the City.

11. Indemnification. The Property Owner agrees to assume all liability associated with any actions on its part or on the part of its agents, employees and representatives in connection with its utilization of the water supplied pursuant to the terms of this Agreement and the work to be undertaken as contemplated herein in order for it to utilize said water, and will indemnify and hold the City and its agents, officials, employees and representatives harmless from any claim or damage which might arise or result pursuant to any activities undertaken by the Property Owner, its agents, employees and representatives by reason of or relating in any way to the terms and provisions of this Agreement. The Property Owner is specifically responsible for any and all legal and/or notation costs resulting from the diversion or use of the water, including impacts on the Irrigation Company, the City, or other impacted parties.

12. Binding. The terms of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and/or legally-permissible assigns.

13. Notice. Any notice required hereunder or which may be required in pursuing any remedy given by the laws of the State of Utah to the parties hereto shall be deemed sufficient if given by registered mail, postage prepaid, and addressed as follows:

TO THE CITY:

NIBLEY CITY
455 West 3200 South
Nibley, UT 84321

TO THE PROPERTY OWNER:

The above addresses may be changed at any time by giving notice to the other party in writing, and the notice shall be deemed as having been given when given personally or upon depositing the notice with the U.S. Postal Service as required herein.

14. Attorneys Fees. Should any of the parties default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Agreement, in obtaining possession of the premises and water covered hereby, or in pursuing any remedy provided hereunder or by the laws of the State of Utah, whether such remedy is pursued by filing of suit or otherwise.

15. All parties agree that any disputes relating to this Agreement shall be resolved in accordance with Utah law, and that the appropriate court for the resolution of any disputes, if a court need be involved, shall be the First Judicial District Court for Cache County, State of Utah, located in Logan, Utah.

16. The parties agree to execute and deliver all documents and take whatever other steps which might prove necessary to properly finalize and put the terms and conditions hereof into full effect and operation.

DATED this _____ day of January, 2018.

“THE CITY” or “NIBLEY CITY”:

NIBLEY CITY, a Utah Municipal Corporation

DATED: _____

By: _____
David Zook, City Recorder

THE PROPERTY OWNER:

DATED: _____

By: _____
Its: President

Witness

Agenda Item #13

Description	Workshop – A Report on the Nibley City Flag Contest
Department	City Council
Presenter	Mayor Dustin
Recommendation	Discuss the Nibley City Flag contest submissions and receive the recommendations from the flag selection committee.
Reviewed By	Mayor Dustin, City Manager, Flag Committee

Background:

During the summer, Mayor Dustin opened a contest in which submissions were solicited from citizens for the design of a city flag. The city currently does not have a flag. Dozens of submissions were received and a committee was formed to evaluate the submissions. A report will be given to the council and feedback will be sought on proposed designs.

Agenda Item #14

Description	Discussion & Consideration – Ordinance 20-16: An Ordinance Update to Nibley City Code 19.32 Amending Residential Planned Unit Development (R-PUD) requirements (First Reading)
Department	Planning
Presenter	Levi Roberts, City Planner
Recommendation	Move to approve Ordinance 20-16: An Ordinance Update to Nibley City Code 19.32 Amending Residential Planned Unit Development (R-PUD) requirements. Staff recommends waiving the second reading to approve the ordinance within the moratorium deadline.
Reviewed By	Mayor, City Manager, City Planner, Planning Commission

Background:

Update for September 10

During the August 27 City Council meeting, a Workshop was held regarding Ordinance 20-16. During the workshop, it was expressed that the City Council wanted to add public restrooms to the list of required open space amenities. Staff recommends requiring 1 restroom for developments with 201-300 units and 2 restrooms for developments with 301-500 units. Those with more than 500 units would need to provide the adequate and proportional number of restrooms, as is required with other amenities. In addition, a definition and standards for public restrooms has been added to the recommended ordinance.

Although this was included in previous versions of the ordinance, it should be noted that it is recommended to delete the provision that guest parking for townhome units may be provided as on-street parking, as this explanation was not provided earlier. This provision of guest parking becomes difficult to manage as streets are required to be public and the provided parking would be private. Furthermore, parking on street during

the hours of 12:00 AM and 6:00 AM is prohibited during the months of November-April to facilitate safe and adequate snow removal. This makes it impractical to allow on-street parking to be provided as guest parking as guests may be staying for later hours or overnight. Below is further information provided previously regarding the proposed ordinance.

Nibley City has received three applications for the new Residential Planned Unit Development (R-PUD), two of which have been approved thus far. There has been a desire to make some changes to the ordinance to clarify the open space calculation, the application process, and housing unit mix requirements.

The existing code can be accessed here:

[Nibley City Code 19.32 Residential Planned Unit Developments](#)

At the City Council meeting held on March 26, 2020, the City Council passed *Ordinance 20- 08: Residential Planned Unit Development Moratorium*. This ordinance puts a six-month hold on all new R-PUD applications and will be lifted on September 22.

The Planning Commission has discussed the Update of the R-PUD Ordinance during four workshop sessions and a joint session with City Council. During the joint session, topics were discussed regarding the value of R-PUD developments and provisions in the ordinance to consider changing. There was general consent that despite limited locations, the City supports potential R-PUDs in the remaining delineated locations and we should pursue revisions to the ordinance, rather than rescinding it. In particular, the following revisions were suggested:

- The allowance for open space within park strips and areas within the right-of-way should be removed.
- The City can consider adjusting the ratio for unit type. However, the City Council would like to have some flexibility with the ratio.
- The minimum size for an R-PUD should be increased to improve the viability of the maintenance of amenities and offer opportunities for a greater mix of housing options. Mayor suggested a minimum of 40 acres, which would still allow for R-PUDs in the potential locations.

In addition to these workshops, Staff has met with individual Council members to discuss the deficiencies of the ordinance with a summary noted below. Also included below is information compiled previously regarding this update. During the workshop sessions, the Planning Commission requested a financial analysis to support the provision of R-PUDs and potential adjustment. Staff has performed an analysis of revenue and costs associated with utility infrastructure to inform this question. The

general conclusion is that higher density development in the City generally pays for a greater share of the cost of infrastructure in the City than lower density development.

Based upon the workshop discussions, there was general consent expressed during the August 6 Planning Commission workshop that the following changes should be made to the ordinance:

- Remove the allowance for open space within park strips and areas within the right-of-way
- 40% minimum allowance of single-family residential units, with 60% maximum of townhomes (60/40)
- The minimum size for R-PUDs should be 20 acres. The Commission considered a 40 acre minimum, but felt that there would still be a significant benefit to the City with a 20 acre development that preserves 35% open space.
- Required Open space should be kept at 35% with no use of open space within the setbacks
- Clarify that other amenities of equal value that are in support of Nibley City's Park and Recreation goals can be used toward open space amenity requirements.

Open Space and Amenities

There has been general concern and agreement on updating the definition of open space within the development. Currently, the R-PUD code allows for open space to count any public landscaping contained within setbacks and within the right-of-way. At the recommendation of the Planning Commission, Staff has eliminated the clause within the definition that would allow for open space within the right-of-way.

Proposed Open Space Definition

- A. *Open Space: Any space in an R-PUD that does not contain any structures or amenities, except for park amenities, as defined herein. All Open Space must be completely landscaped with sod, trees, xeriscape, gardens or agricultural use. Natural features such as wetlands, meadows, tree stands and constrained, and sensitive lands may also be considered Open Space. Buildings, streets, parking lots, private yards, and landscaping within the rights-of-way shall not be counted as Open Space.*

Landscaping within the ROWs and setbacks shall still be required, but not counted toward minimum open space requirements.

Unit Type Requirements

There is consensus among the Planning Commission that the current ordinance, which allows for up to 80% of townhomes, provides for a high number of relatively high-density units that does not blend within the context of Nibley City. During public hearings, several residents have expressed concerns about the potential impacts of this additional

density. That said, there is a demonstrated demand for townhome units, which are generally more affordable than single-family homes. Providing a greater variety of housing options will provide for the diverse needs of residents. More compact development will accommodate necessary population growth while preserving a higher portion of open space. In addition, in order for a development to be financially viable, while still providing a significant amount of preserved open space and supportive amenities, there needs to be an allowance for clusters of higher density housing (compared to conventional single-family lots). Based upon the workshop discussions with the Planning Commission, Staff recommends a 40% minimum provision of single-family homes with a maximum of 60% townhomes. This is expected to provide a more balanced split of housing options, while blending in within the context of Nibley City neighborhoods.

Other Proposed Amendments

In addition to those amendments listed above, Staff recommends the following additional amendments to the ordinance to clarify some sections of the ordinance.

- Clarify that single-family, patio homes, townhomes and condominiums are permitted uses within the town center area.
- Delete the provision that commercial use must be concentrated in one location.
- **Delete the allowance to provide guest parking for townhomes as on-street parking**
- Decrease the maximum density to 10 units/net developable acre. Based upon Staff analysis, it is not feasible to provide a greater density of units, given the other constraints of the ordinance.
- Delete the requirement for an HOA office as part of the development, which is not practical for many developments.
- Clarify that a Preliminary Maintenance Plan is required with R-PUD application.
- Clarify that the R-PUD Overlay Zone is not final until the development agreement is recorded.
- Clarify that streets with sidewalks meet the pedestrian connectivity requirement.

Planning Commission Recommendation

Approve Ordinance 20-16: An Ordinance Update to Nibley City Code 19.32 Amending Residential Planned Unit Development (R-PUD) requirements with the following condition:

- That the R-PUD ordinance be rescinded if not approved before the expiration of the moratorium (September 22)

ORDINANCE 20-16
AMENDMENT TO RESIDENTIAL PLANNED UNIT DEVELOPMENT (R-PUD) REQUIREMENTS

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

WHEREAS, Nibley City has adopted an ordinance to provide for Residential Planned Unit Developments which intends to provide an alternative to traditional subdivision design by encouraging innovation and offering some flexibility in the design of residential developments, which may incorporate the permanent preservation of amenities, agricultural lands and other valuable natural and cultural resources, as well as providing a variety of amenities for the enjoyment and benefit of the citizens of Nibley; and

WHEREAS, Nibley City promotes the provision for open space which current and future residents may more fully enjoy and which more effectively preserves sensitive lands; and

WHEREAS, Nibley City promotes providing housing which accommodates existing and future demand, while appropriately building upon and transitioning from existing neighborhoods.

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

1. The attached proposed amendment to NCC 19.32 be adopted.
2. All ordinances, resolutions, and policies of the City, or parts thereof, inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving any law, order, resolution, or ordinance, or part thereof.
3. Should any provision, clause, or paragraph of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Nibley City Municipal Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications, and to this end the parts, sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.
4. This ordinance shall become effective upon posting as required by law.

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

Shaun Dustin, Mayor

ATTEST: _____
David Zook, City Recorder

19.32 Residential Planned Unit Developments (PUD)[19.32.010 Purpose And Intent](#) [19.32.020](#)[Definitions And Standards](#) [19.32.030](#)[Use Regulations](#)[19.32.040 Area And Density Regulations](#)[19.32.050 Open Space Amenities](#) [19.32.060](#)[General Requirements](#)[19.32.070 Approval Process](#)[19.32.080 Development Standards](#)**HISTORY***Repealed by Ord. 11-07 on**7/7/2011 Amended by Ord. 18-10**on 5/23/2019***0 Purpose And Intent**

- A. Intent: This section provides enabling authority and standards for the review and approval of applications for Residential Planned Unit Developments (R-PUD's). The intent of this ordinance is to provide an alternative to traditional subdivision design by encouraging innovation and offering some flexibility in the design of residential developments, which may incorporate the permanent preservation of amenities, agricultural lands and other valuable natural and cultural resources, as well as providing a variety of amenities for the enjoyment and benefit of the citizens of Nibley.
- B. Purpose: An R-PUD is an overlay rezone. That is, applicants apply for the overlay to be applied, allowing them to receive the density outlined herein in exchange for public amenities, all while retaining the original zoning of the property. The Planning Commission and City Council may approve, deny or approve the R-PUD with conditions, and no applicant has any entitlement to the approval of an R-PUD.

HISTORY*Adopted by Ord. 18-10 on 5/23/2019***19.32.020 Definitions And Standards**

- A. Amenity: Natural or man-made feature which enhances the development. These include features such as picnic areas, walking paths/trails outside of required sidewalks, playgrounds, sports fields, club houses, swimming pools, splash pads, etc.
- B. Buffer: A landscape and planted area along a public right-of-way, street, or neighboring development, a buffer must be at least thirty (30') feet wide. Buffers must be landscaped, at the sole cost of the developer, and shall provide for every hundred (100) linear feet of buffer six trees and fifteen (15) shrubs. Tree and shrub species must be approved by the City's arborist or the City's Park Director. Trees and shrubs shall be planted within thirty (30) feet of the right-of-way or R-PUD boundary where required. Irrigation system shall be installed by the developer and shall be designed and installed to Nibley City Standards. Buffer areas shall be owned and maintained by an Owners Association.
- C. Condominium: A multiple-unit dwelling containing individually-owned dwelling units and jointly- owned shared areas and facilities, which dwelling, or development is subject to the provisions of state and local laws.

- D. **Constrained and Sensitive Land:** Land which is generally unbuildable without engineered ground modifications, or which contains features including, but not limited to Federal, State, or municipally designated wetlands, water bodies, floodplains, slopes greater than 20%, faults, canals, and other geologically or environmentally sensitive features that require mitigation, special insurance, or permits from government authorities to allow development. This land may be used as amenities if it complies fully with conditions within this chapter for qualification of amenities.
- E. **Dwelling Unit:** Any building or portion thereof which is designed for or occupied by one family for living, sleeping, and/or eating purposes. A dwelling unit may include up to two (2) persons per unit to whom rooms are rented in addition to a family related by blood, marriage or adoption, but if the number of such additional persons exceeds two (2) or if they use or are furnished separate cooking facilities, whether temporary or permanent, such additional persons shall be considered a separate dwelling unit.
- F. **Meadows:** Land vegetated with native species of grasses, trees, forbs, and flowers, either undisturbed or constructed, that can be sustained without supplemental irrigation. Actively used pasture and agricultural land are not considered Meadows under this definition.
- G. **Net Developable Land:** Net Developable land shall include the total area of the proposed development minus land that is required by Nibley City Ordinance to be dedicated to the City, including, but not limited to:
1. Public access rights-of-way, including roadways and sidewalks
 2. Land required to be dedicated along waterways
 3. Preservation lands with infrastructure installed to City standards by the developer as part of the development process (public and private parks, trails, etc.)
 4. Constrained and Sensitive Land, as defined herein
 5. Easements, lands dedicated to the City for preservation space but without public rights of access, and other utility or general rights-of-way without public access.
 6. Constrained and Sensitive Land, land dedicated along waterways, and other natural landscape or open space land may be considered net developable land when calculating for density if such land can be enhanced with trails, public access, picnic areas, park amenities, or other improvements.
- H. **Open Space:** Any space in an R-PUD that does not contain any structures or amenities, except for park amenities, as defined herein. All Open Space must be completely landscaped with sod, trees, xeriscape, gardens or agricultural use. Natural features such as wetlands, meadows, tree stands and constrained, and sensitive lands may also be considered Open Space. Buildings, streets, parking lots, private yards, and landscaping within the rights-of-way for streets shall not be counted as Open Space.
- I. **Patio Home:** A detached, single-family unit situated on a reduced-size lot and with reduced setbacks.
- J. **Private Parks:** A tract of land presently owned or controlled and used by a private entity or group and to which only members of that private entity or group have access or use rights. Private Parks must contain at least one amenity as defined herein. Private Parks must contain one (1) tree for every 1,000 sq. ft. and 60% of the area must be planted with sod. Sod and tree requirement may be altered for approved club houses, sport courts/fields, swimming pools, splash pads, covered pavilions or other approved recreation uses.
- K. **Owners' Association:** A community association which is organized within a development in which individual owners share common interest and responsibilities for open space, landscaping, or

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facilities.

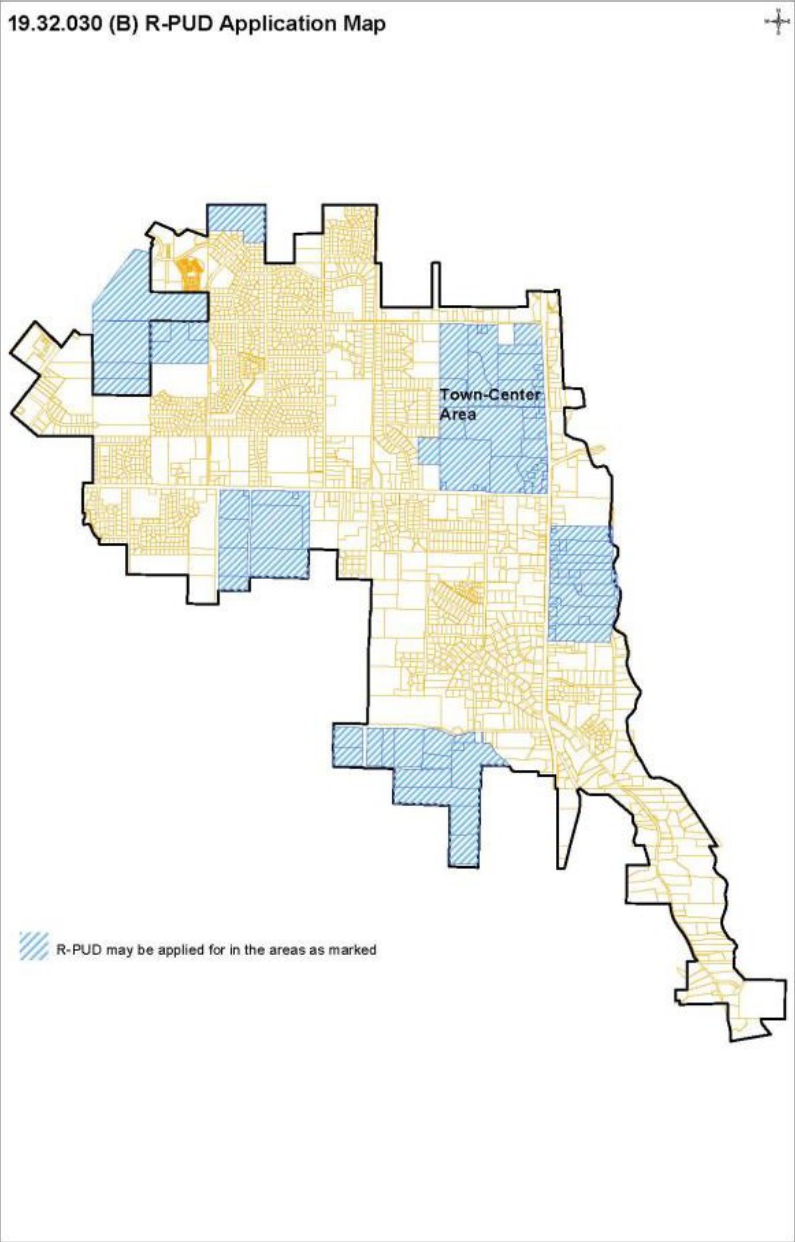
- L. Public Park: A publicly-owned tract of land landscaped and developed for the general public. Public Parks, as defined for R-PUD, must contain at least one amenity as defined herein. Public Parks must contain one (1) tree for every 1,000 sq. ft. and 60% of the area must be planted with sod. All landscaping must meet Nibley City Standards. Sod and tree requirement may be altered for approved, sport courts/fields, swimming pools, splash pads, covered pavilions or other approved recreation uses. Public Parks shall be placed on the border of each development so that it may easily be accessed by the community as a whole. Each public park must contain a public bathroom.
- M. Single Family Dwelling Unit: A dwelling unit owned in fee and located on an individual lot and which is not attached to any other dwelling unit by any means.
- N. Town Center Area: The area as labeled on R-PUD Application Map as "Town Center Area."
- O. Townhome: A dwelling unit, with a private entrance, which is part of a structure whose dwelling units are attached horizontally in a linear arrangement and having a totally exposed front and rear wall to be used for access, light, and ventilation. Each townhome unit must be on its own parcel.
- P. Tree Stand: A group or cluster of trees within a geographic location that are occurring naturally or artificially.
- Q. Waterway: Surface water runoff and drainage, drainage ditches and irrigation waterways, whether surface or subsurface and natural waterways including creeks, streams, springs, rivers, ponds, and wetlands.
- R. Planned Unit Development: For the purpose of this chapter "residential planned unit development" (R-PUD) means an integrated design for the development of residential uses to allow flexibility and initiative in site and building design and location, in accordance with an approved plan and imposed general requirements, as specified by this chapter.

HISTORY

*Adopted by Ord. 18-10 on
5/23/2019 Amended by Ord. 19-16
on 10/10/2019*

0 Use Regulations

- A. An R-PUD may be applied for by following the steps listed in 19.32.070 (A) on properties designated on the R-PUD Application Map in NCC 19.32.030(B). These areas keep their base zoning, with that zoning's standards, conditions, and restrictions, unless the City Council approves the use of the R-PUD through an R-PUD application process. R-PUDs are prohibited in all other areas. The City Council, with a recommendation from the Planning Commission, may make changes to what parcels are labeled on the R-PUD Application Map by following proper ordinance change procedures.
- B. R-PUD Application Map



C. The following are permitted uses in an R-PUD:

1. Single Family and Townhome dwelling units may be permitted uses, as defined within this ordinance.
2. Within the Town Center, Single Family, Patio Homes, Townhomes and Condominiums may be permitted uses, as defined within this ordinance.
3. All other uses not defined within this chapter shall comply with the underlying zone, lot size, and the Land Use Chart in NCC 19.20, unless otherwise specified within this ordinance.

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- D. Any uses not specifically permitted or conditionally permitted are prohibited.
- E. Animal Use: All animal uses shall be in accordance with Nibley City Code.
- F. Up to 30% of the Net Developable Area may be approved for neighborhood commercial use as part of an R-PUD. These uses shall comply with Nibley's City's Neighborhood Commercial Zone Use Chart and standards as listed in NCC 19.14.050. These parcels shall be labeled on the plat as Neighborhood Commercial.
- G. When calculating density for dwelling units, any Neighborhood Commercial area shall be subtracted from the Net Developable Area of the R-PUD.

Deleted: Commercial use must be concentrated in one location. These parcels shall be labeled on the plat as

HISTORY

Adopted by Ord. 18-10 on
5/23/2019 Amended by Ord. 19-16
on 10/10/2019

0 Area And Density Regulations

- A. Minimum development size: The minimum total area for an R-PUD shall be 20 acres
- B. Housing Types: Only single-family homes and town homes are allowed in the R-PUD in residential areas, except as allowed in the Town-Center Area. The density shall be based on Net Developable Acres of the development as follows:
1. Single Family Homes: Equal to or less than 5 units per Net Developable Acre
 - a. Single Family Home R-PUD must contain a minimum of 50 units.
 2. A Mix of Single Family and Townhomes: Equal to or less than 10 units per Net Developable Acre. Up to 60% of dwelling units can be townhomes.
 - a. A Mix of Single Family and Townhomes R-PUD must contain a minimum of 120 units.
- C. Town-Center: The area as marked on R-PUD Application Map in NCC 19.32.030 (B) as Town- Center Area shall have the following Housing Requirements.
1. Single Family Home Development and Mix of Single Family and Townhome Development shall be governed by NCC 19.32.040 (A).
 2. A Mix of Single Family, Townhomes and Condominiums: Equal to or less than 10 units per Net Developable Acres. Up to 40% of the units can be condominiums, and a minimum of 40% of homes must be single family homes.
- D. A proposed R-PUD adjacent to existing single-family homes must place single family homes adjacent to the established single-family homes unless otherwise buffered by an arterial roadway or 300-foot width of open space including a landscaped Buffer as defined within this chapter.
- E. The City may approve single family homes that do not meet the required setbacks and lot size, i.e. patio homes. These homes shall not be counted toward the single-family home requirements contained in this section and shall be counted toward the number of townhomes.

Commented [LR3]: Based upon calculations, it is not possible to go above 10 units/acre with 60% townhomes/40% single-family. The maximum for 50% split is approximately 8.75 units/acre

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HISTORY

Adopted by Ord. 18-10 on
5/23/2019 Adopted by Ord. 19-16
on 10/10/2019

0 Open Space Amenities

A. Each R-PUD shall provide the following types and amounts of open space and amenities:

Min Open Space Requirement	
Dwelling Type	Percentage of Net Developable Acres Required to be used for Amenities and Open Space
Single Family	20%
A Mix of Single Family, Townhomes and Condominiums	35%

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Minimum Amenity							
Number of Units	Park Area	Public Restroom	Pavilion	Swing Set	Playground	Clubhouse, Pool, or Splashpad	Sports Court/Fields
Less Than 100	1.5 Acres	=	—	—	1	—	—
101-150	2.5 Acres	=	—	1	1	—	—
151-200	3.5 Acres	=	—	1	2	—	1
201-250	4.5 Acres	1	1	1	2	—	1
251-300	5.5 Acres	1	1	1	2	1 of the above options	1
301-400	6.5 Acres	1	2	2	3	2 of the above options (At least one pool or Splashpad)	2
401-500	7.5 Acres	2	2	2	3	2 of the above options (At least one pool or Splashpad)	2
501+	*	*	*	*	*	*	*

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1. This chart does not include all potential amenities. The applicant may apply for other amenities that would benefit the R-PUD and are in support of Nibley City's Parks and Recreation goals. Any proposed amenities not listed, must be approved by the City Council. The City Council may also

Commented [SN5]: List as number one.

allow a substitution of amenities on the table above. These substitutions may only be approved if the cost, value and use of the amenity matches or is greater than the required amenity. An applicant may include additional amenities beyond the requirements of this section.

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3. Development over 500 units must supply adequate and proportional amenities based on the table above.
4. Development containing under a total of 20 gross acres must provide a minimum open space as follows:

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- a. Single Family: 20% open space as defined within this Chapter or 3 acres of open space, whichever is greater
- b. Mix: 35% Open space as defined within this Chapter or 5.5 acres of open space, whichever is greater

5. Development may be phased according to NCC 21.02.080 and the Development Agreement. The City Council may extend phasing deadlines within the development agreement based on the size of the project and proposed amenities. Public and Owners' Association-owned amenities shall be fully developed and operational in conjunction with each phase of the subdivision as a percentage of the total developed value of the subdivision (for example, if 25% of the dollar value of the development is being constructed, then a minimum of 25% of the dollar value of the built-out amenities must be developed). The determination of value, construction sequencing, and acceptance criteria shall be specified in the Development Agreement. An applicant may also provide an escrow or bond for improvements according to Nibley City Standards. Until improvements are accepted by the City for the attendant phase, no permits shall be issued for subsequent phases.

Commented [SN6]: Outline that developers may bring in a single phase at a time.

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6. All amenities designed and designated to be transferred to City ownership and maintenance must meet Nibley City Design Standards. The City must review and approve any improvements that will be owned and maintained by the City as part of the construction drawing review.

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7. Public and Private Park space may be combined or spread throughout the development. Each Park shall be a minimum of .25 acres. Each dwelling unit shall be within a quarter mile of a park within the development, unless otherwise approved by the City Council. Parks may be public or private. Each public park development and placement within an R-PUD shall be agreed upon by the applicant and the City Council. Park space may not include alleyways, back yards, gangways, front yards, forecourts, private patios, porches, driveways, etc.; unless proper amenities and access are provided.

Deleted: <#>This chart does not cover all potential amenities. The applicant may apply for other amenities that would benefit the R-PUD. Any proposed amenities not listed, must be approved by the City Council. The City Council may also allow a substitution of amenities on the table above. These substitutions may only be approved if the cost, value and use of the amenity matches or is greater than the require amenity. An applicant may add additional amenities above and beyond the requirements of this section.

- 8. All amenities shall meet any federal, state, city, or other standards that apply.
- 9. Sports Courts/Fields: include a facility/amenity that is built for one of the following: Tennis Court, Pickleball Court, Basketball Courts, Soccer field, Volleyball pit, Baseball field, Softball field, wallball, golf course, disc golf course, or others as approved by the City Council.
- 10. Picnic Area: Two or more picnic tables for use by 10 or more persons.
- 11. Pavilion: A covered picnic area. Each Pavilion must be designed for use of a minimum ten or more people.
- 12. Club House: A building available to community members to house a club or social organization not conducted for private profit. Club Houses shall be owned and maintained by a homeowner's association. A club house shall be at least 1000 sq. ft. in size.
- 13. Playground: an area provided for children to play on. Each Playground must be designed for children twelve and younger. A playground must include features to appeal to children within the above age group including some of the following: slides, monkey bars, ladders, tunnels, climbers, bridges, ramps, platforms, etc. All playground equipment must be of commercial grade. Each playground must include a minimum of 8 features.

14. Pool: A recreation facility designed and intended for water contact activities that serves an R-PUD. No pool shall be less than 800 sq. ft.

15. Public Restroom: a room or small building with toilets and sinks that is available for use by the general public. One (1) public restroom shall contain at minimum 2 individual rooms with toilets and sinks (male/female or unisex). Larger restroom facilities may be required depending on the amount of activity projected at a particular open space/park area. All restroom facilities shall be built in compliance with the Americans with Disabilities Act (ADA).

16. Splashpad: A recreation facility with sprinklers, fountains, nozzles and other devices or structures that spray water. Splashpads shall contain some above ground features.

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B. Maintenance of Amenities

1. All R-PUDs must establish and maintain in perpetuity an Owners Association if there are open space and amenity under common ownership, or as otherwise required by federal, state or Nibley City law. The Developer shall be a member of said Owners Association while the subdivision is being developed.
2. Costs: Unless otherwise agreed to by the City, the cost and responsibility of maintaining amenities shall be borne by the fee owner of the property that is part of the R-PUD or Owners Association.
3. Preliminary Maintenance Plan: A Preliminary Maintenance Plan shall be submitted with the preliminary plat for proposed maintenance of amenities within the development. This plan shall outline the following:
 - a. The proposed ownership and responsibility for maintenance of the amenities;
 - b. The proposed use of the amenities' and how each parcel of amenities meets the standards listed in this Chapter;
 - c. The size of each amenities parcel; and
 - d. The proposed concept plan for landscaping of the amenities.
4. Final Maintenance Plan: The developer shall submit a plan outlining maintenance and operations of the amenities and providing for and addressing the means for the permanent maintenance of the amenities within the proposed R-PUD application for the subdivision. The developer shall provide a final maintenance plan with the final plat and the plan shall contain the following:
 - a. Documents and plans as listed in for the Preliminary Maintenance Plan.
 - b. A description of the use of the amenities and how that use complies with this Chapter;
 - c. The establishment of necessary regular and periodic operation and maintenance responsibilities for the various kinds of amenities (e.g., lawns, playing fields, meadow, pasture, wetlands, stream corridors, hillsides, clubhouse, pool, woodlands, etc.);
 - d. The estimated staffing needs, insurance requirements, and associated costs.
 - e. The landscaping plans for parcels that will be owned by an Owners Association or by the City.
5. Approval: The Final Maintenance Plan must be approved by the City Council prior to or concurrent with final plat approval for the subdivision. The Final Maintenance Plan shall be recorded against the property within the subdivision before any property or lots are sold or transferred and shall include provisions for the City's corrective action rights as set forth herein. Any changes or amendments to the Final Maintenance Plan must be approved by the City Council.

Deleted: The Owners Association for Mix developments shall have office space for the Owners Association constructed a part of the development....

Commented [SN8]: Add in list of items needed for an application

6. The developer shall offer an approved letter of credit, bond or escrow for all proposed

improvements as set forth in NCC 21.14.

7. Failure to Maintain: The City may assume responsibility for the maintenance and operation of any portion of any amenity or common facility within an R-PUD in the event the party responsible for maintaining or operating the amenity fails to do so in accordance with the terms of this Ordinance, the approved Maintenance Agreement, any Conditional Use Permits, Business Licenses or any other agreements between the City and the developer, owners, or other parties responsible for maintaining or operating amenities. If the City assumes responsibility under this paragraph, any remaining development escrow or bond funds may be forfeited, costs, fees, and liens for maintenance costs shall be assessed as described herein, and any permits, licenses or operating agreements may be revoked or suspended by the City in the City's sole discretion. Owners shall not impede the City in its efforts to maintain the amenities.
8. Corrective Action: The City may enter onto any amenity provided as part of an R-PUD and take such corrective action, including extended maintenance, repairs, modifications, or the execution of additional agreements, as the City determines is necessary for the amenity to satisfy the terms of this Ordinance, the approved Maintenance Agreement, any Conditional Use Permits, Business Licenses or any other agreements between the City and the developer, owners, or other parties responsible for maintaining or operating amenities. The costs of such corrective action shall be charged to the owners and may include administrative costs, legal costs, and penalties. Such costs shall become a lien on said properties. Notice of such lien shall be filed by the City in the county recorder's office. The maintenance plan and all other documents creating or establishing any Association or conservation organization for the property shall reference the City's corrective action authority set forth herein and shall be recorded against the property before any property or lots are sold or transferred.
9. Implementation and Maintenance: The developer of the subdivision shall fund implementation and maintenance of the amenities until such time as the control of the amenity is transferred to the owner listed in the maintenance plan. The developer shall address the implementation, development, maintenance and transfer procedures in the sensitive area designation plan map or master development plan, as applicable.
10. Maintenance Access: The developer of the subdivision shall provide sufficient maintenance access from a dedicated right-of-way to all amenities and constrained and sensitive lands within the R-PUD to allow the owner of the property to have sufficient access.

HISTORY

*Adopted by Ord. 18-10 on
5/23/2019 Amended by Ord. 19-16
on 10/10/2019*

0 General Requirements

- A. The R-PUD should be compatible with surrounding land uses, building types and physical features of the site. Specific requirements are included below:
- B. Determination of Net Developable Land:
 1. In calculating what portion of the project is considered developable, areas designated as constrained and sensitive land may not be included in the project size.
 2. If the constrained and sensitive land, property along waterways or other natural landscapes may reasonably be turned into a publicly-accessible amenity, it may be re-

included in the project size.

3. Net Developable Land must comply with the definition within this chapter.

C. Site Development Standards: The following shall serve as the setback/site development standards for each proposed R-PUD.

	Single-Family Home	Townhome	Patio Home	Condo
Minimum Lot Size (sq. ft.)	4,500	—	—	—
Minimum Frontage	50'	—	—	—
Primary-Use Setbacks				
Front Yard	20'	20'	20'	30'
Front Porches	10'	10'	10'	10'
Side Yard	5'	10'	0'	10'
Side Yard Porches, Deck, Overhangs	5'	5'	0'	5'
Side Yard Adjacent to Streets	20'	20'	20'	25'
Rear Yard	15'	15'	15'	15'
Maximum Height	40'	40'	40'	40'

Accessory-Use Setbacks	Single-Family Home	Townhome	Patio Home	Condo
Front Yard	20'	20'	20'	20'
Side Yard	3'	3'	3'	3'
Side Yard Street	20'	20'	20'	20'
Rear Yard	1'	1'	1'	1'
Maximum Height	15'	15'	15'	15'

1. Setback and frontage requirements shall apply to each building, and not each dwelling unit

2. All other setbacks shall comply with Nibley City Code.

3. All buildings and landscaping shall comply with NCC 19.24.110 Clear View of Intersecting Streets as amended.

D. Signs: Any signs proposed for the development, other than traditional street signs, must conform to Nibley City Code.

E. All property developed as Townhomes or Condominiums, must be subject to covenants, conditions and restrictions and must be subject to and governed by an owner's associations in compliance with Utah Code Annotated Title 57.

1. In addition, each owner's association must have a governing board made up of property owners within the R-PUD, but general administration and maintenance of the development may be handled with a property manager. Any R-PUD that contains

townhome must have onsite management, outside professional management or onsite point of contact.

F. Amenities and Open Space: Maintenance and ownership of amenities and Open space may be provided for under one of the following options as approved by the City Council in the City Council's discretion. The City may require any Amenities or Open Space within the R-PUD to be dedicated to Nibley City in order to fulfill goals listed in the Parks, Trails, and Recreation and Open Space Master Plan, or to further public good and advance goals within the General Plan or other Master Plans of the Nibley City:

1. Dedication of the land to Nibley City as a public park or parkway system; or
2. Granting to the city a permanent amenities easement on and over the said private amenities to guarantee that the amenities remain perpetually in recreation use, with ownership and maintenance being the responsibility of a homeowners' association established with articles of association and bylaws; or
3. Adoption of covenants, conditions, and restrictions and creation of an owners' association that provides for the payment of common expenses for the upkeep of common areas and facilities.

G. Bond: For each phase, the developer shall be required to provide guarantees as set forth in NCC 21.14.

H. Subsequent Subdivision: If the R-PUD is to be subsequently divided either as a subdivision into phase development parcels or separately owned and operated units, such division boundaries shall be indicated on the development plan and preliminary subdivision approval concurrently obtained in the case of a subdivision.

I. Subdivision Regulations: Any part of an R-PUD that is proposed as a subdivision is subject to the provisions of the subdivision title and the standards, conditions, and restrictions of the base zoning, unless superseded by the provisions of this ordinance.

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HISTORY

*Adopted by Ord. 18-10 on
5/23/2019 Amended by Ord. 19-16
on 10/10/2019*

0 Approval Process

A. An R-PUD is an overlay zone. That is, developers apply for the overlay to be applied, allowing them to receive the density bonuses outlined herein in exchange for public amenities, all while retaining the original zoning of the property. The City Council, with a recommendation from the Planning Commission, may approve, deny or approve with conditions as a legislative action and no applicant has any entitlement to the approval of an R-PUD.

B. Application Submission: An application for an R-PUD shall be submitted to the City with all required documents, maps, plats and plans as listed below.

C. Procedure:

1. An R-PUD shall go through the following process to gain approval:

- a. Development Committee: An applicant shall have a preliminary meeting with a development committee composed of applicable City staff, and other elected and appointed official as appointed by the Mayor and approved by the City Council.

Overlay Zone Application: Applicants shall submit an R-PUD Overlay Zone and preliminary plat application with the following:

- (1) A complete development plan application that is duly signed by the property owner or the owner's representative and that includes a legal description of the property and a nonrefundable application fee.
- (2) A vicinity map showing the approximate location of the subject parcel in relation to other major areas of the city.
- (3) A general description of the proposed development, together with a map indicating the general development pattern, land uses, densities, intensities, open spaces, parks and recreation, and how the project is coordinating with existing and planned trails, sidewalks and pedestrian walkways and any other important elements within or adjacent to the project.
- (4) [Preliminary Maintenance Plan as defined within this Chapter](#)
- (5) Sufficient detail to indicate how the proposed development complies with the development standards for residential and nonresidential uses according to Nibley City Code and Design Standards.
- (6) A description of architectural design standards that will apply to all buildings within the development plan.
- (7) A data table showing the total number of lots/units. Existing and proposed infrastructure including proposed roadways, utility locations and capacities and the estimated impacts of the proposed development plan on all public utilities including culinary water, secondary water, wastewater, transportation, storm drainage, fire protection, solid waste, parks and recreation demands of the proposed project.
- (8) Existing physical characteristics of the site including all constrained and sensitive land
- (9) Identify how environmental issues, if any, will be protected or mitigated, i.e., wetlands, historical sites, endangered plants and animals.
- (10) Conceptual information relating to storm drainage including 100-year 24- hour drainage flows, 10-year 24-hour stormwater flows and proposed storm drainage facilities.
- (11) Major street layout that meets Nibley City standards.
- (12) A general description of controlling entities and methods such as the use of CC&Rs, Owners Associations, architectural or design review committees or associations proposed to ensure that internal compatibility related to issues such as site design and architecture will be maintained over the life of the project.
- (13) A list of property owners' names and addresses within three hundred feet (300') of the subject property and stamped and pre-addressed envelopes (return address to be left blank) for all property owners within three hundred feet (300') of the propose development.
- (14) A list of land adjacent in the same ownership.
- (15) An electronic file of all submitted plans in PDF format or other electronic format determined by city staff. Such other information shall be included as may be necessary to determine that the contemplated arrangement of

uses makes it desirable to apply regulations and requirements differing from those ordinarily applicable under this title.

b. Preliminary Plat: A preliminary plat that complies with Nibley City Subdivision Code and all other applicable code for the subdivision. Preliminary plat approval may be granted at the same time of approval of the overlay zone.

c. Approval with Development Agreement:

- (1) Before an R-PUD Overlay Zone can be approved, the City Council and applicant must enter into a development agreement which shall be recorded on title to the real property that is the subject of the development and which shall be binding upon and shall run with that property. ~~The R-PUD Overlay Zone and development agreement may be approved at the same time, provided that the R-PUD Overlay Zone shall not be final or take effect until the development agreement is recorded.~~

The development agreement must include the following provisions:

- (A) That the development must be developed in a way that is substantially similar to the site plan and proposed amenity improvements and open space.
- (B) That the preliminary site plan and all supporting documentation shall be attached to the development agreement.
- (C) That any development of the proposed real property shall not exceed the number of units as listed on the preliminary plat.

- (2) The applicant shall provide the necessary documentation to establish that any holders of interests that are superior on title to the development agreement, including, but not limited to, liens, mortgages, deeds of trust, and other similar devices have been made subordinate to the development agreement.
- (3) Signing and recording of the development agreement, and the subordination to the development agreement of any superior interests on title, must be accomplished before an R-PUD Overlay Zone may be approved.

d. Final Subdivision Approval: Once the overlay zone and development agreement have been approved and recorded, an applicant may apply for final plat approval. An applicant shall provide the following:

- (1) An applicant shall follow the standards as listed in NCC §21 for Final Plat approval of a subdivision.
- (2) An applicant must submit all construction and civil engineering drawings and detailed plans for all amenities for the proposed phase of the development. These shall include landscape drawings and details. The City Engineer shall review and ensure all plans meet Nibley City standards.
- (3) A maintenance plan and ownership plan for all improvements, amenities, and open space that complies with the terms of this chapter.
- (4) The Planning Commission shall review and make a recommendation for final plat approval, approve with conditions, or denial to the City Council.
- (5) The City Council shall approve, approve with conditions, or deny the final plat application base on the standards listed within Nibley City Code, Design Standards, and the applicant's compliance with the Development Agreement.

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Commented [SN9]: Reword so that it is clear that the R-PUD does not get approval until Development agreement is signed a recorded, but can be recorded at the same meeting.

D. R-PUD Considerations: In approving with conditions, denying or approving an R-PUD proposal, the Planning Commission and City Council shall consider the following in addition to all other considerations required by law:

1. Design of Buildings: The architectural design of buildings and their relationship on the site and their relationship to development beyond the boundaries of the development.
2. Streets and Parking: Which streets shall be public, and which shall be private, the entrances and exits to the development, and the provisions for internal and external traffic circulation and off-street parking.
3. Type, Size, and Location of Amenities.
4. Landscaping and Screening: The landscaping and screening as related to the several uses within the development and as a means of its integration into its surroundings.
5. Signs: The size, location, design and nature of signs, if any, and the intensity and direction or area of floodlighting.
6. Ability to Complete Project: The demonstrated ability of the proponents of the R-PUD to financially carry out the proposed project under total or phase development proposals within the time limit established.
7. Criteria for Issuing Conditional Use Permit: Criteria used in NCC 19.28 of this title.

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E. Revisions: In the event an approved preliminary or final site plan requires revision by the developer, the site plan, and its revision shall be approved by the Nibley City Council with the recommendation of the Planning Commission. In the event revision is for a final site plan, all property owners in the development shall be notified in writing by the Planning Commission that a revision has been submitted and will be considered by the Planning Commission.

F. Building Permit Issuance: The building inspector shall not issue any permit for the proposed building or use within the project unless such building or use is in accordance with the approved development plan and any conditions imposed, including completion of amenities. Time Limit: Unless there is substantial action leading toward completion of a R-PUD or an approved phase thereof within three years from the date of approval, such approval shall expire unless after reconsideration of the progress of the project an extension is approved by the City Council.

HISTORY

*Adopted by Ord. 18-10 on
5/23/2019 Amended by Ord. 19-16
on 10/10/2019*

0 Development Standards

These standards are intended to create R-PUD developments that will establish permanent neighborhoods and provide a sense of community. To meet the intent of this section, the following provisions shall be applied to all new multi-family residential and mixed-use developments. For exterior remodels, these standards shall be required. Commercial areas of an R-PUD must comply with Nibley City Commercial design standards for commercial developments.

A. Townhome, Patio Homes, and Condominium Architectural Standards

1. General Design Concepts. New development shall be designed for its specific context within Nibley City. Developments shall possess a similar design theme, and the site shall

be designed such that the overall development is cohesive. Building architecture, exterior materials, and colors shall coordinate.

2. All facades shall include architectural treatments to provide visual interest and to differentiate individual units. These design standards shall be applicable to all sides of a building, with each façade (front, rear, and side) being required to meet the terms of this Section.
3. Building Materials. The majority of each façade (51% or more of the wall area excluding windows and doors) shall be constructed of the following hard surface building materials: brick, stone, stucco, treated or split face decorative block (CMU), fiber cement siding, concrete, composite siding, or other durable building material as approved by the City Council. EIFS or untreated concrete block (CMU) may be allowed as an accent or secondary material only. The Planning Commission may approve metal as an exterior building material and as a primary material on a case-by-case basis if an applicant can show that the type of metal is of a high grade and provides architectural quality to a building.
4. Vertical Separation. Buildings in excess of one (1) story in height shall exhibit architectural detailing that establishes a vertical separation between lower and upper stories. This may be accomplished by a mid-façade cornice or trim, a change in material, style or color, a façade step-back or roof pitch with dormer windows, or other methods
5. Building Entrances. Building entrances shall have porches and shall be oriented toward the street or an open space area and provide connecting pedestrian access between the street, parking or open space areas.
6. Variation. Townhome dwellings units shall be designed with architectural wall variations spaced at intervals of thirty (30) to fifty (50) feet in linear width, depending on the size of the building. The following architectural features shall be incorporated into the design of the building:
 - a. Change in building materials;
 - b. Building projections measuring at least twelve(12) inches in depth based on the scale of the proposed building;
 - c. Awnings and lighting, or another architectural variation as approved on a case-by- case basis that creates visual interest.
7. Garages. Townhomes shall be designed oriented toward exterior public roads with rear loading garages accessed by a paved parking area or alleyway, except along Highway 165 and 89/91 as approved. Rear loading garages are highly encouraged for townhomes located on interior project roads with units oriented toward a road or common courtyard area. Front loading garages may be allowed for townhomes that do not have any portion of the building adjacent to a current or planned public road or street outside of the development. Multiple unit structures shall have garages incorporated into the primary structure. At least fifty percent (50%) of units shall contain a two-car garage. Detached garages are prohibited in R-PUDs

B. Site Design Standards.

1. Natural features. R-PUDs shall respect and maintain natural features such as existing trees, hills, drainages, wetlands, bodies of water, or other natural features.
2. A landscaping plan for the front yards shall be included. The landscaping plan shall include at least one (1) tree for every dwelling unit, and two (2) shrub of five (1) gallon

size for each dwelling units. Coniferous trees shall be at least six (6) feet in height and the deciduous trees shall be at least one and a half (1.5) inches in caliper.

3. Connectivity. R-PUD shall provide connectivity with the surrounding area and throughout the development. All improvements shall consider vehicle, bicycle, and pedestrian access.

a. Street Design: All street designs shall comply with the General Plan and Transportation Master Plan including Nibley City's street standards and connectivity requirements. Each development shall provide at least two working access points that provide access to an existing street right-of-way. Additional access points may be required in order to facilitate an adequate and convenient circulation system within the City. Such additional access points will be located where they will implement the City's Transportation Master Plan, connect to existing street rights of way, or provide access for the logical development of adjacent, undeveloped properties.

b. All streets are encouraged to incorporate traffic calming and beautification methods as listed in Nibley City design standards and Transportation Master Plan. This included islands, bulb-outs, roundabouts, etc. Each traffic calming measure shall be approved by the City Engineer.

c. All Streets shall be dedicated public streets built to Nibley City Code and standards. Private drives shall only be built to access parking courts or garages that are located directly behind each unit.

d. Private Drives/Alleyways provide vehicular access to parking and dwelling units but do not provide primary pedestrian access to units. Private Drives are intended to be used primarily for vehicular circulation and dwelling access and should be visually distinct from streets.

(1) Private drives shall be a minimum width of 20 ft.

(2) All private drives shall be perpendicular, within 10 degrees, to the street they connect to.

(3) Driveways that access a single dwelling unit are not considered private drives or an alleyway

e. Developments shall provide a pedestrian access to the development border at intervals at a minimum of 660 feet unless expressly prohibited by conflicting with previously developed subdivisions or land use as determined by the land use authority. These access points shall be aligned with other trail systems, street right-of-way, or amenities and shall match the layout and size of the connection. A connection shall contain a minimum of eight ft (8') [trail or sidewalks on public streets that meet Nibley City standards.](#)

f. No dwelling units in an R-PUD shall have driveway access to any arterial roadway as listed in Nibley's Transportation Master Plan. Townhome units may face and have frontage along arterial roadways but must have rear loading garages. Public and private parks, open space or Buffering as defined within this chapter may also be along arterial roads.

4. Pedestrian circulation. R-PUD shall provide a circulation map and show the following improvements to for pedestrian circulation and safety:

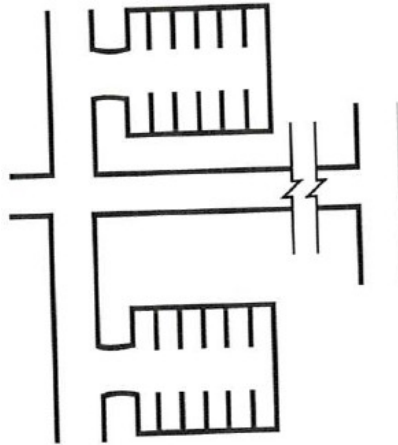
a. Pedestrian walkways that interconnect the adjacent street(s), amenities, parking areas, building entries, adjacent sites and adjacent master planned trails where

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applicable. Each building located along a public road must provide a sidewalk connection from the building entrance to the public sidewalk.

- b. Walkways shall be hard surfaced with concrete.
 - c. Crosswalks shall be placed where pedestrian walkways cross streets and internal roads and shall be painted or made of concrete.
 - d. The development shall provide connections to the Nibley City trail system. These trails must be dedicated to the City and built to Nibley City standards as listed in the Trails Master Plan and Nibley City Design Standards.
5. Parking: Each R-PUD shall provide 2 primary parking spaces for each unit. Primary parking must be contained in a garage, carports, driveway, or parking court. An R-PUD shall provide one guest parking spot for every three units. Guesting parking may be provided in parking courts maintained by the owner association.

- a. Individual parking courts shall contain no more than 20 parking spaces and shall be physically and visually separated by a landscape area a minimum of 10 feet in width from any adjacent right-of-way. The separation shall be landscaped with grass, trees, or xeriscape plants.



- b. A parking court of any length shall consist of no more than one double-loaded parking aisle.
- c. Parking courts shall be located in the interior of the development and located between or in the rear of buildings for townhome developments.
- d. Parking Courts shall be paved and built to Nibley City parking lot standards.

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6. Landscaping: All portions of the lot not improved with structures or other impervious surfaces shall be maintained with suitable landscaping of plants, trees, shrubs, grasses, or similar landscaping materials.

- a. Landscaping shall also be installed in all park strips to the same standards as other onsite landscaping. Asphalt, concrete, bricks, pavers, railroad ties, and other nonvegetative material are not allowed in the park strip area between the curb and sidewalk. Xeriscaping is permitted. The developer should plant street trees of an approved species and size along all street. Trees should be planted at intervals of every 50 feet and must meet Nibley City Standards.
- b. Buffering: R-PUD developments shall provide buffering along Highway 89/91 or Highway 165, or along the boundary of an R-PUD that is adjacent to commercial, or industrial zones. Buffering landscaping is not required if commercial or industrial zones are separated by a public street from the R-PUD. Buffering shall meet the standards within this ordinance.
- c. Natural Landscape: All open space land dedicated to natural use must maintain its natural landscaping and plant life.

7. Fences:

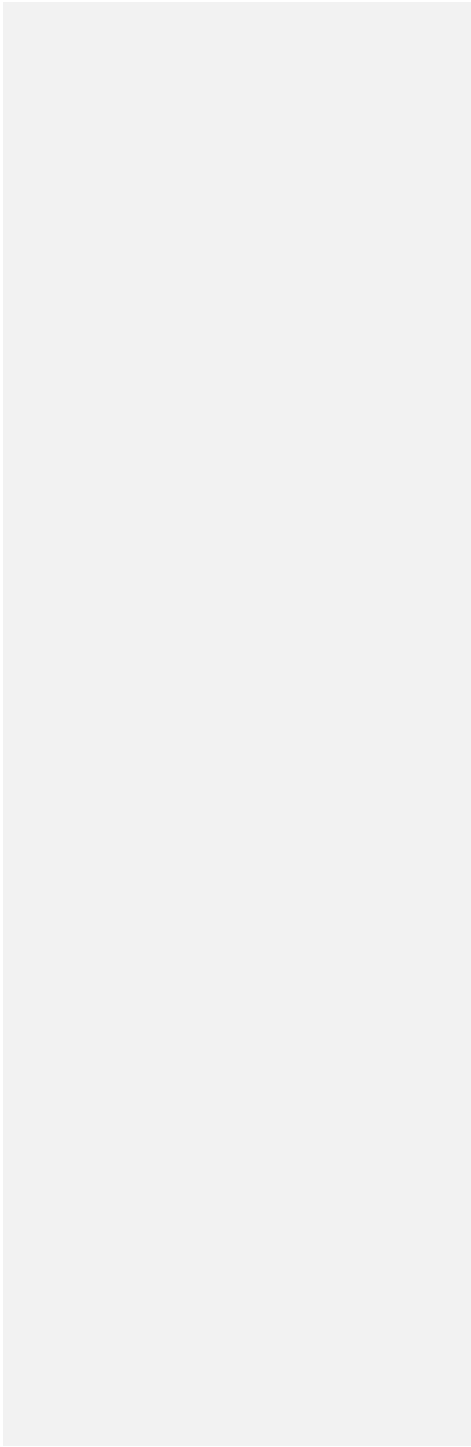
- a. Permitted Fences: Dwelling units are allowed to install and construct fences in compliance with NCC 19.24.090. Vinyl fences are only permitted in an R-PUD for the purpose to mark property lines of individual dwelling units.
- b. Fencing to mark the boundary of the development or amenities must meet the following standards:
 - (1) Opaque fences or walls must only be 4 feet tall. Any fencing above 4 feet must be at a minimum 80% transparent.
 - (2) Fencing and walls must be constructed out of concrete, bricks, rock, or metal bars. Chain link and vinyl fences are prohibited unless used to mark the property boundary of the dwelling unit. Wood may only be used in a rail or agricultural-type fencing. Other materials may be approved by the Planning Commission based on the longevity of the material and if the material will aesthetically enhance the property. Walls and fencing shall also comply with NCC 19.24.090 and other fencing setback requirements as contained within Nibley City Code.

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HISTORY

*Adopted by Ord. 18-10 on
5/23/2019 Amended by Ord. 19-16
on 10/10/2019*



Agenda Item #15

Description	Discussion & Reconsideration —Ordinance 20-07: Residential Planned Unit Development Overlay Zone and Development Agreement for Nibley Meadows, located at approximately 1000 W and 3200 S. Proposing 273 units on 54.6 acres
Department	Planning
Presenter	Levi Roberts, City Planner
Recommendation	Reconsider Ordinance 20-16 to address dedication of Park Impact Fees
Reviewed By	Mayor, City Manager, City Planner, Planning Commission

Update for September 10

On August 13, the City Council passed Ordinance 20-07 to establish a R-PUD Overlay Zone for the Nibley Meadows development. The motion to approve included a provision that 50% of the impact fees generated from the development would be dedicated to enhancing the City Park at approximately 3350 S 1200 W and that 100% of the impact fees would need to be used to improve park space within ½ mile of the development. The purpose of this reconsideration would be to determine if this is the appropriate approach to park impact fees for the development. Below is background information provided previously for this application.

Background:

Nibley City Code 19.32 established the Residential Planned Unit Development, Overlay Zone. NCC 19.32.010 states the following:

19.32.010 Purpose And Intent

1. *Intent: This section provides enabling authority and standards for the review and approval of applications for Residential Planned Unit Developments (R-*

PUD's). The intent of this ordinance is to provide an alternative to traditional subdivision design by encouraging innovation and offering some flexibility in the design of residential developments, which may incorporate the permanent preservation of amenities, agricultural lands and other valuable natural and cultural resources, as well as providing a variety of amenities for the enjoyment and benefit of the citizens of Nibley.

2. Purpose: An R-PUD is an overlay rezone. That is, applicants apply for the overlay to be applied, allowing them to receive the density outlined herein in exchange for public amenities, all while retaining the original zoning of the property. The Planning Commission and City Council may approve, deny or approve the R-PUD with conditions, and no applicant has any entitlement to the approval of an R-PUD.

Unlike other developments and subdivisions, the applicant does not have a right to the density as listed in the overlay zone unless approved by the City. Therefore, the City Council should evaluate the application on two grounds.

1. Legislative: Is this a good location and design for an R-PUD?
2. Administrative: Does the Application meet the R-PUD, zoning, and subdivision requirements?

[Nibley City Code 19.32.70](#) lists the following for consideration for an R-PUD:

D. R-PUD Considerations: In approving with conditions, denying or approving an R-PUD proposal, the Planning Commission and City Council shall consider the following in addition to all other considerations required by law:

- 1. Design of Buildings: The architectural design of buildings and their relationship on the site and their relationship to development beyond the boundaries of the development.*
- 2. Streets and Parking: Which streets shall be public, and which shall be private, the entrances and exits to the development, and the provisions for internal and external traffic circulation and off-street parking.*
- 3. Type, Size, and Location of amenities.*
- 4. Landscaping and Screening: The landscaping and screening as related to the several uses within the development and as a means of its integration into its surroundings.*
- 5. Signs: The size, location, design and nature of signs, if any, and the intensity and direction or area of floodlighting.*
- 6. Ability to Complete Project: The demonstrated ability of the proponents of the R-PUD to financially carry out the proposed project under total or phase development proposals within the time limit established.*
- 7. Criteria for Issuing Conditional Use Permit: Criteria used in NCC 19.28 of this title.*

The Planning Commission is a recommending body for an R-PUD, while the City Council is the land-use authority. The Planning Commission has made a positive recommendation of the original proposed layout with amenities that meet the requirements.

During the March 26 City Council meeting, City Council members expressed concerns with the design of the development, including the stark segregation of housing types and lack of variety of housing lot sizes. The applicant provided an updated design at the June 11 meeting, which provided more integration of townhomes and single family homes, with several townhomes and single-family homes sharing blocks and streets, and a wider range of lot sizes for single-family homes. The Council further expressed concerns at the June 11 meeting, including that they would like to consider a lower ratio of townhomes to single family homes. The applicant updated the design further to address these comments. The following considerations reflect the updated concept plan.

Design of Buildings

NCC 19.32.080 provides the following architectural design standards for townhomes, condominiums and patio homes:

General Design Concepts. New development shall be designed for its specific context within Nibley City. Developments shall possess a similar design theme, and the site shall be designed such that the overall development is cohesive. Building architecture, exterior materials, and colors shall coordinate.

All facades shall include architectural treatments to provide visual interest and to differentiate individual units. These design standards shall be applicable to all sides of a building, with each façade (front, rear, and side) being required to meet the terms of this Section.

Building Materials. The majority of each façade (51% or more of the wall area excluding windows and doors) shall be constructed of the following hard surface building materials: brick, stone, stucco, treated or split face decorative block (CMU), fiber cement siding, concrete, composite siding, or other durable building material as approved by the City Council. EIFS or untreated concrete block (CMU) may be allowed as an accent or secondary material only. The Planning Commission may approve metal as an exterior building material and as a primary material on a case-by-case basis if an applicant can show that the type of metal is of a high grade and provides architectural quality to a building.

Vertical Separation. Buildings in excess of one (1) story in height shall exhibit architectural detailing that establishes a vertical separation between lower and upper stories. This may be accomplished by a mid-façade cornice or trim, a change in

material, style or color, a façade step-back or roof pitch with dormer windows, or other methods

Building Entrances. Building entrances shall have porches and shall be oriented toward the street or an open space area and provide connecting pedestrian access between the street, parking or open space areas.

Variation. Townhome dwellings units shall be designed with architectural wall variations spaced at intervals of thirty (30) to fifty (50) feet in linear width, depending on the size of the building. The following architectural features shall be incorporated into the design of the building:

Change in building materials;

- a. Building projections measuring at least twelve (12) inches in depth based on the scale of the proposed building;*
- b. Awnings and lighting, or another architectural variation as approved on a case-by-case basis that creates visual interest.*

Garages. Townhomes shall be designed oriented toward exterior public roads with rear loading garages accessed by a paved parking area or alleyway, except along Highway 165 and 89/91 as approved. Rear loading garages are highly encouraged for townhomes located on interior project roads with units oriented toward a road or common courtyard area. Front loading garages may be allowed for townhomes that do not have any portion of the building adjacent to a current or planned public road or street outside of the development. Multiple unit structures shall have garages incorporated into the primary structure. At least fifty percent (50%) of units shall contain a two-car garage. Detached garages are prohibited in R-PUDs

The applicant has submitted architectural renderings for the proposed townhomes that appear to meet the standards of this ordinance. The proposed building facade includes a combination of brick veneer, stucco and vinyl siding material. Approximately 72% of building materials for the front façade are of hard surface, with 79% of the rear façade of hard surface. The design of the façade includes vertical separation elements, including changes in material, roof pitch and façade step back elements. Based upon the updated concept plan, building entrances are oriented toward open space for the majority of the townhomes, with some facing toward public streets. Rear loading garages will be provided and the applicant has indicated that all units will have 2-car garages.

Zoning

As displayed in the table below, the general lot sizes, open space, parking, density, and other general zoning requirements are met for an R-PUD.

	R-PUD Requirements	Nibley Meadows
Listed on R-PUD Application Map	Parcels need to be listed on the map	Yes
Total Gross Acres	N/A	54.602
Net Developable Acres	N/A	43.7
Total Open Space Land	35%(15.29 Acres)	45.7% (19.98 Acres)
Units Per Net Developable Acre	12 Max Units	6.25 Units
Min Lot Size for Single Family Lots	4,500 sq. ft.	5,000 sq. ft.
Total Lots	Max of 524 Unit	273 Units
Single Family Town Home Mix	20%/80%	44%/56% (120 Single Family and 153 Townhomes)
Total Park Space Required	5.5 acres with 2 Playground, 1 swing sets, 1 sport courts or fields, 2 pavilions, 1 of either clubhouse, pool, or splash pad.	14.91 acres of common open space, including 5-acre public park (unimproved) with 2 Playgrounds, 1 swing sets, 1 pavilion, and 1 clubhouse.
Parking (Townhomes)	2 spaces for each unit (306), and one guest parking for every 3 units (51)	306 garage spaces and 52 guest parking spaces

Surrounding Zoning and Land Use

Most of the surrounding land use is currently undeveloped with R-2 zoning, and most land in agricultural use. There is a residential development along 1000 W and Heritage Elementary School to the north, and a single-family home located adjacent to the northwest of the project. These homes are buffered by an arterial roadway (3200 S).

In the version recommended by the Planning Commission, there is open space adjacent to a single-family lot, and a 66-foot right-of-way. The Open Space did not appear to provide a sufficient buffer for the single-family home as required below:

19.32.040 Area and Density Regulations

C. A proposed R-PUD adjacent to existing single-family homes must place single-family homes adjacent to the established single-family homes unless otherwise buffered by an arterial roadway or 300-foot width of open space including a landscaped Buffer as defined within this chapter.

The updated concept plan appears to meet this standard. It proposes to border the development with single family homes or open space along the vast majority of the perimeter. There are proposed townhomes along a small portion of the perimeter, but they are adjacent to vacant agricultural land.

Utilities

Nibley City Public Works Director and the City Engineer have reviewed the proposed number of units and have determined that the utility lines in the area are able to support the development. The applicant will need to have a few larger lines as shown on the R-PUD concept plan. If approved, the applicant will need to submit a more detailed utility design with preliminary plats and construction drawings. The alignment of the water and sewer line on the south side of the parcels are being realigned.

Sensitive Lands and Canal

There are no sensitive lands contained within the proposed development. There are a few canals, but most of the canals are small ditches used to water the property. There is a canal that runs along the northern boundary that is adjacent or goes through open space.

Streets and Parking

Nibley City Street Master Plan: Section of the proposed area

The applicant has turned in a proposed street layout for the development, including a network of private and public streets and has described proposed cross sections of streets. Staff has reviewed the general road layout and has found it complies with the Transportation Master Plan.

Staff had some concerns about connectivity within the development with previous versions. Namely, a connection from 900 W and 1000 W. The applicant originally proposed a couple of private roadway connections between the two roads.

The updated proposed street layout provides for better connectivity and circulation for the area. There was a concern expressed previously that the majority of the traffic would be funneled into the 1000 W 3200 S intersection, near Heritage Elementary. With the new design, much of the west bound traffic would access 3200 south via 1200 west, which is slated to have a round-about improvement in the near term that can better accommodate the traffic at that intersection.

In addition, the updated design with a greater proportion of single-family homes provides an additional public street at approximately 1120 West, which stubs to the agricultural parcel to the north of the development, allowing for a local connection if this parcel subdivides in the future.

NCC 19.32.080 B-3-e states:

Developments shall provide a pedestrian access to the development border at intervals at a minimum of 660 feet unless expressly prohibited by conflicting with previously developed subdivisions or land use as determined by the land use authority. These access points shall be aligned with other trail systems, street right-of-way, or amenities and shall match the layout and size of the connection. A connection shall contain a minimum of eight ft (8') sidewalk.

The development appears to meet this standard and provides several trail and sidewalk connections, with several connections to existing and future development proposed. Staff proposes an additional pedestrian connection directly to Heritage Elementary on the northeast side of the project to provide better connectivity and safety for students connecting to the school.

An additional recommendation of Staff to improve connectivity and allow for future connections is to provide a stub road to connect to future development to the south of the project.

Traffic Study

The applicant has conducted a traffic study to help determine any other traffic needs or additional improvements to 3200 S and 1200 W, and will design any needed

improvements to the preliminary plats and construction drawings. The full traffic study has been reviewed by the City Engineer and other staff.

Open Space, Trails, and Maintenance Plan

The applicant has submitted a general open space plan which includes parks, green space, trails, and buffer areas, which has been updated from the original version. They are proposing that a total of 45.7% of the net developable area be maintained as green space, exceeding the standard of NCC 19.32.050. There was a concern that, although the ordinance allows for park strips and other features in the public right-of-way can count toward the open space, there should be sufficient usable open space outside of this. The proposed concept plan indicates that open space, excluding sidewalks and park strips, is 39.6% of total area within the development. Therefore, the standard is met without including those features.

The plan is that the majority of the green space be owned and maintained by a homeowners association, with some trails and even park space being dedicated to Nibley City. The applicant also has sufficient park space as required by [Nibley City Code 19.32.050 Open Space Amenities](#). The applicant will need to provide an additional playground and pavilion as required by the same code listed above. The City will need to consider the overall phasing of the project to ensure that park space is phased in a proportion of the development.

The applicant has indicated that the park on 1200 W could be dedicated as a public park. There are a few things to consider if that space should be a public park:

[Nibley City Code 19.32.020 Definitions and Standards:](#)

Public Park: *A publicly-owned tract of land landscaped and developed for the general public. Public Parks, as defined for R-PUD, must contain at least one amenity as defined herein. Public Parks must contain one (1) tree for every 1,000 sq. ft. and 60% of the area must be planted with sod. All landscaping must meet Nibley City Standards. Sod and tree requirement may be altered for approved, sport courts/fields, swimming pools, splash pads, covered pavilions or other approved recreation uses. Public Parks shall be placed on the border of each development so that it may easily be accessed by the community as a whole. Each public park must contain a public bathroom.*

The Applicant has stated that if the City Council would like that area to be a public park, that they would be open to what improvements needed to be made on the property. As the proposed is located on 1200 West, a minor arterial road, Staff proposes additional screening from traffic, such as a berm or additional trees. Public park space must be approved by the City Council. All other amenities will be maintained by a local homeowners association.

The applicant has also included all trails as shown on Nibley's Trail Master Plan (attached). The Trail Master plan shows that the 1100 W right-of-way should be turned into trail space. The applicant has shown the trail space following along 1100 W right-of-way. Staff has recommended that the single-family homes located on the very south be connected to the rest of the development with a trail along 1100 W.

Planning Commission Review

The Planning Commission recommended that the developer make a few changes from the original application. One of the Planning Commission's main concerns was traffic flow within the development. The original application had a majority of the traffic funneled onto 3200 S and 1000 W. With that concern, the roads were laid out to get most of the proposed traffic onto 1200 W. The Planning Commission also requested that the different housing types be grouped together. This caused the single-family homes to be mostly grouped in the south of the property.

The Planning Commission also recommended pulling the townhomes along 3200 S farther back to around 40 feet to provide a further buffer from 3200 S and the Heritage Elementary School.

The Planning Commission gave a positive recommendation on the application presented with a three to one vote.

Recommended Findings

1. Proposed development during Preliminary Plat and Final Plat approval shall not substantially deviate from the concept plan
2. Require an additional stub road between 1000 and 1100 West to connect to future development to the south
3. Adding an additional pedestrian connection to the northeast directly to Heritage Elementary

Other Considerations

1. Open space construction and phasing of the project.
2. Park Space: City ownership of the park space on 1200 W

ORDINANCE 20-07

**RESIDENTIAL PLANNED UNIT DEVELOPMENT OVERLAY ZONE
APPLICATION AND DEVELOPMENT AGREEMENT FOR THE PROPOSED NIBLEY
MEADOWS RESIDENTIAL PLANNED UNIT DEVELOPMENT**

WHEREAS, Nibley City's Moderate Income Housing Plan encourages development of greater diversity of housing types; and

WHEREAS, the City Council created the Residential Planned Unit Overlay Zone to allow a greater diversity of housing types and developments; and

WHEREAS, the City Council and Planning Commission finds the proposed Nibley Meadows Residential Planned Unit Development meets the criteria listed in Nibley City Code and is a desirable place for a Residential Planned Unit Development Overlay Zone.

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

1. The attached Residential Planned Unit Development Overlay Zone Application be approved for parcels 03-018-0017, 03-050-007, and 03-050-0001
2. The attached Development Agreement be approved
3. The Overlay Zone shall not take place until the Developer and City have signed the attached Development Agreement and said Development Agreement has been properly recorded as required by Nibley City Code.
4. All ordinances, resolutions and polices of the City, or parts thereof, inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving and law, order, resolution or ordinance or part thereof.

PASSED BY THE NIBLEY CITY COUNCIL THIS _____ DAY OF _____ 2020.

Shaun Dustin, Mayor

ATTEST:

David Zook, City Recorder

PROJECT NOTES:

GENERAL PROJECT DESCRIPTION: THE DEVELOPMENT WILL A INCLUDE A MIX OF SINGLE-FAMILY AND TOWNHOME DWELLINGS. THE DEVELOPMENT WILL CONTAIN MORE THAN 35% OPEN SPACE THAT WILL INCLUDE POCKET PARKS, LINEAR PARKS, AND TRAILS. A CLUBHOUSE AND VARIOUS AMENITIES WILL ALSO BE PROVIDED.

CULINARY WATER SYSTEM: WATER MAINS WILL BE INSTALLED IN ALL PUBLICLY DEDICATED RIGHTS-OF-WAY AND MAJOR PRIVATE DRIVES. WATER MAINS WILL CONNECT TO CITY SYSTEM IN 3200 SOUTH AND TO MASTER-PLANNED 10" WATER MAIN IN 3500 SOUTH (THE SOUTHERNMOST EAST-WEST ROAD).

SEWER SYSTEM: THE NORTH THIRD OF THE PROJECT WILL DRAIN TO THE EXISTING LINE IN 3200 SOUTH. THE REMAINING SOUTH TWO THIRDS OF THE PROJECT WILL DRAIN TO THE SEWER STUB ON THE WEST OF THE PROJECT CURRENTLY BEIN INSTALLED AS PART OF THE NIBLEY FARMS SUBDIVISION.

SECONDARY WATER SYSTEM: NOT PROPOSED.

SOLID WASTE: INDIVIDUAL TRASH PICKUP IS PROPOSED FOR ALL UNITS CONTAINED WITHIN THE DEVELOPMENT.

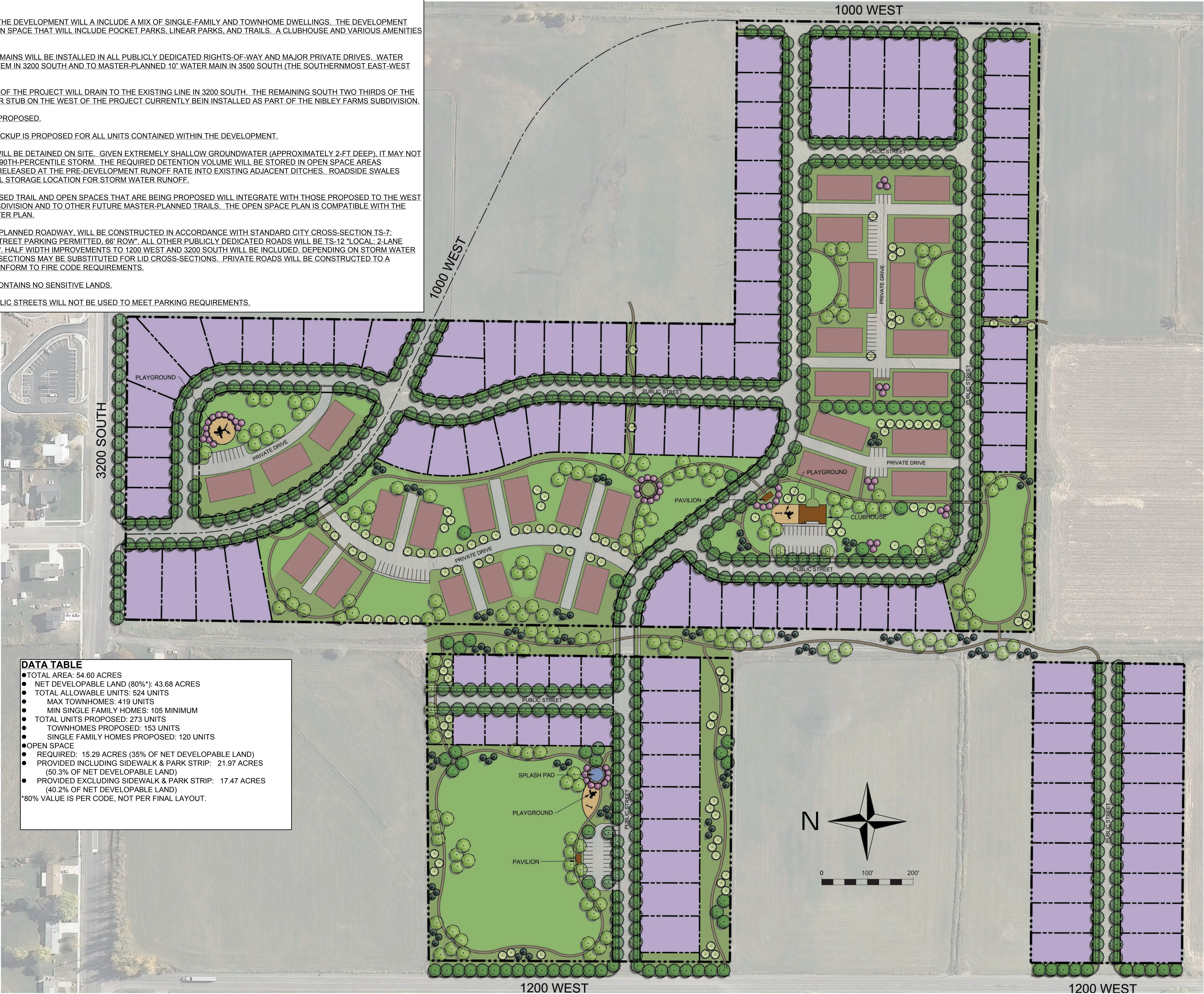
STORM WATER: THE 100-YR 24-HR WILL BE DETAINED ON SITE. GIVEN EXTREMELY SHALLOW GROUNDWATER (APPROXIMATELY 2-FT DEEP), IT MAY NOT BE FEASIBLE TO FULLY RETAIN THE 90TH-PERCENTILE STORM. THE REQUIRED DETENTION VOLUME WILL BE STORED IN OPEN SPACE AREAS THROUGHOUT THE SITE AND THEN RELEASED AT THE PRE-DEVELOPMENT RUNOFF RATE INTO EXISTING ADJACENT DITCHES. ROADSIDE SWALES COULD ALSO SERVE AS A POTENTIAL STORAGE LOCATION FOR STORM WATER RUNOFF.

PARKS & RECREATION: THE PROPOSED TRAIL AND OPEN SPACES THAT ARE BEING PROPOSED WILL INTEGRATE WITH THOSE PROPOSED TO THE WEST AS PART OF THE NIBLEY FARMS SUBDIVISION AND TO OTHER FUTURE MASTER-PLANNED TRAILS. THE OPEN SPACE PLAN IS COMPATIBLE WITH THE CITY PARKS AND OPEN SPACE MASTER PLAN.

ROADWAYS: 1000 WEST, A MASTER PLANNED ROADWAY, WILL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD CITY CROSS-SECTION TS-7: "COLLECTOR: 2-LANE STREET, ON-STREET PARKING PERMITTED, 66' ROW". ALL OTHER PUBLICLY DEDICATED ROADS WILL BE TS-12 "LOCAL: 2-LANE STREET, NO BIKE FACILITY, 60' ROW". HALF WIDTH IMPROVEMENTS TO 1200 WEST AND 3200 SOUTH WILL BE INCLUDED, DEPENDING ON STORM WATER DESIGN APPROACH. THESE CROSS-SECTIONS MAY BE SUBSTITUTED FOR LID CROSS-SECTIONS. PRIVATE ROADS WILL BE CONSTRUCTED TO A MINIMUM WIDTH OF 26' AND WILL CONFORM TO FIRE CODE REQUIREMENTS.

SENSITIVE LANDS: THE PROJECT CONTAINS NO SENSITIVE LANDS.

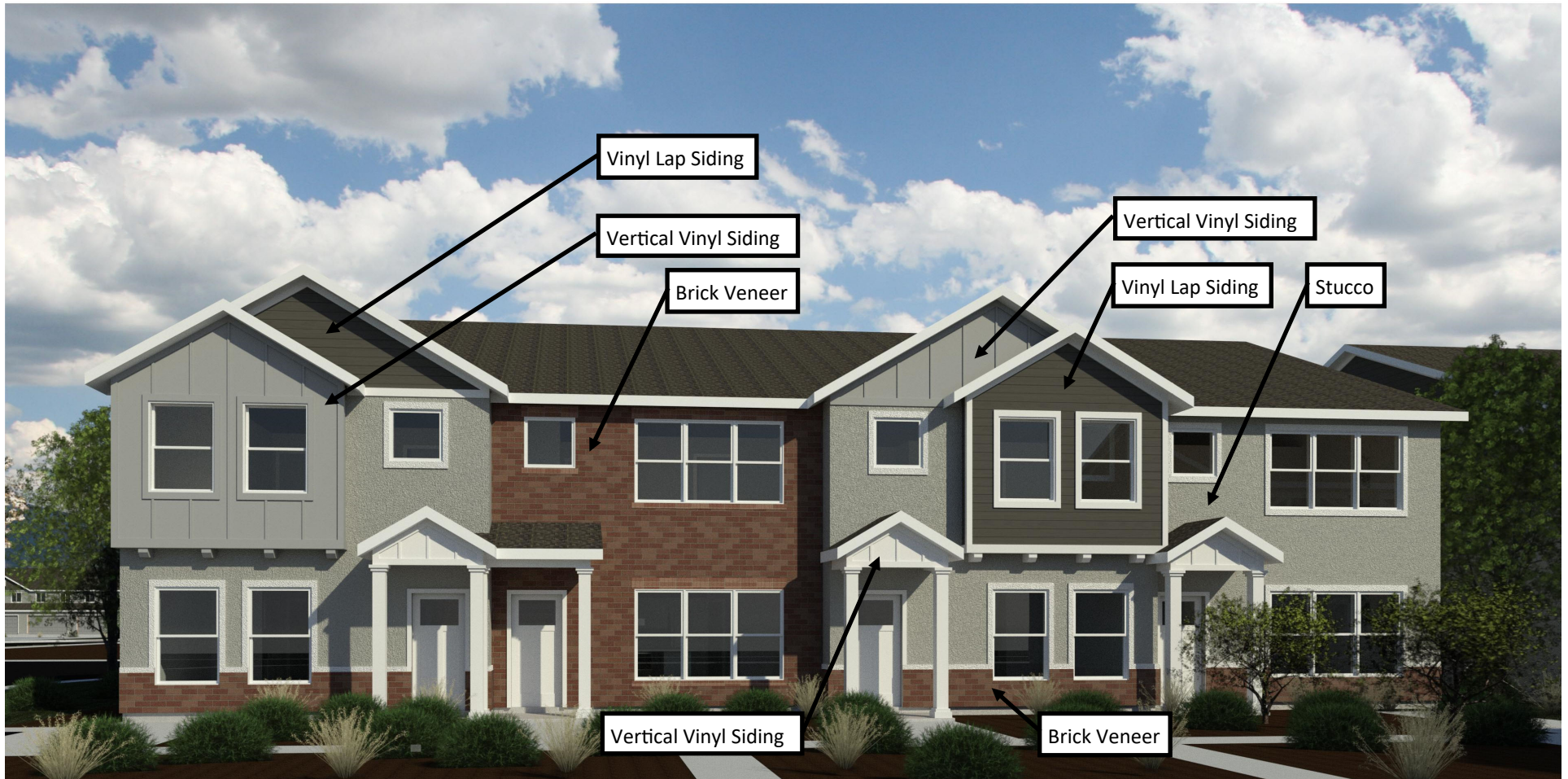
PARKING: STREET PARKING ON PUBLIC STREETS WILL NOT BE USED TO MEET PARKING REQUIREMENTS.



Nibley Meadows - Phase 1

Exterior Finish Calculation (Front Elevation)

Total Exterior Finish Area (Excluding Windows & Doors):	1,109 SF
Hard Surface Finish Area: (Stucco, Brick Veneer)	801 SF (72%)
Vinyl Siding Surface Area:	308 SF (28%)





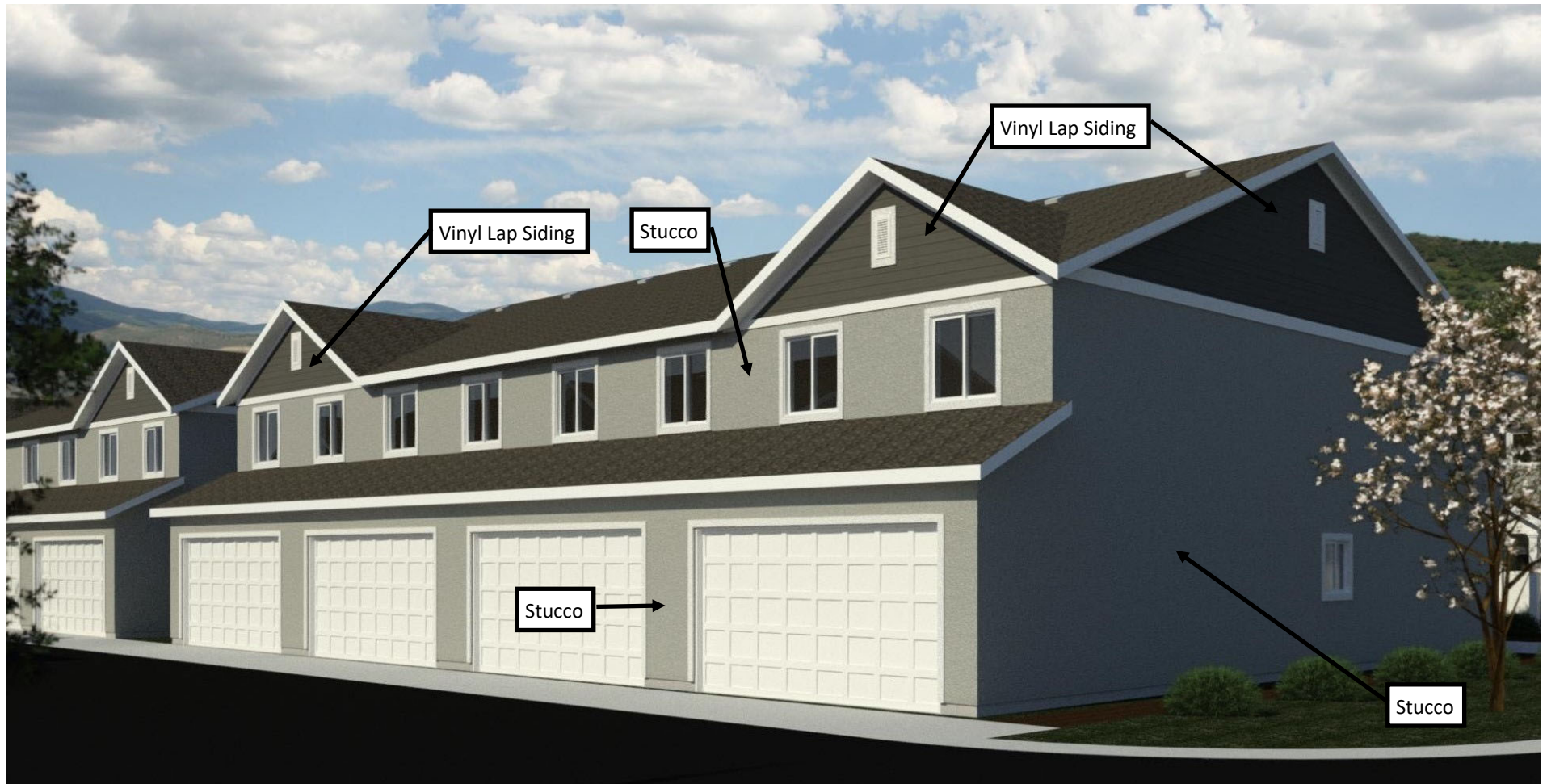
Nibley Meadows - Phase 1

Exterior Finish Calculation (Side Elevation)

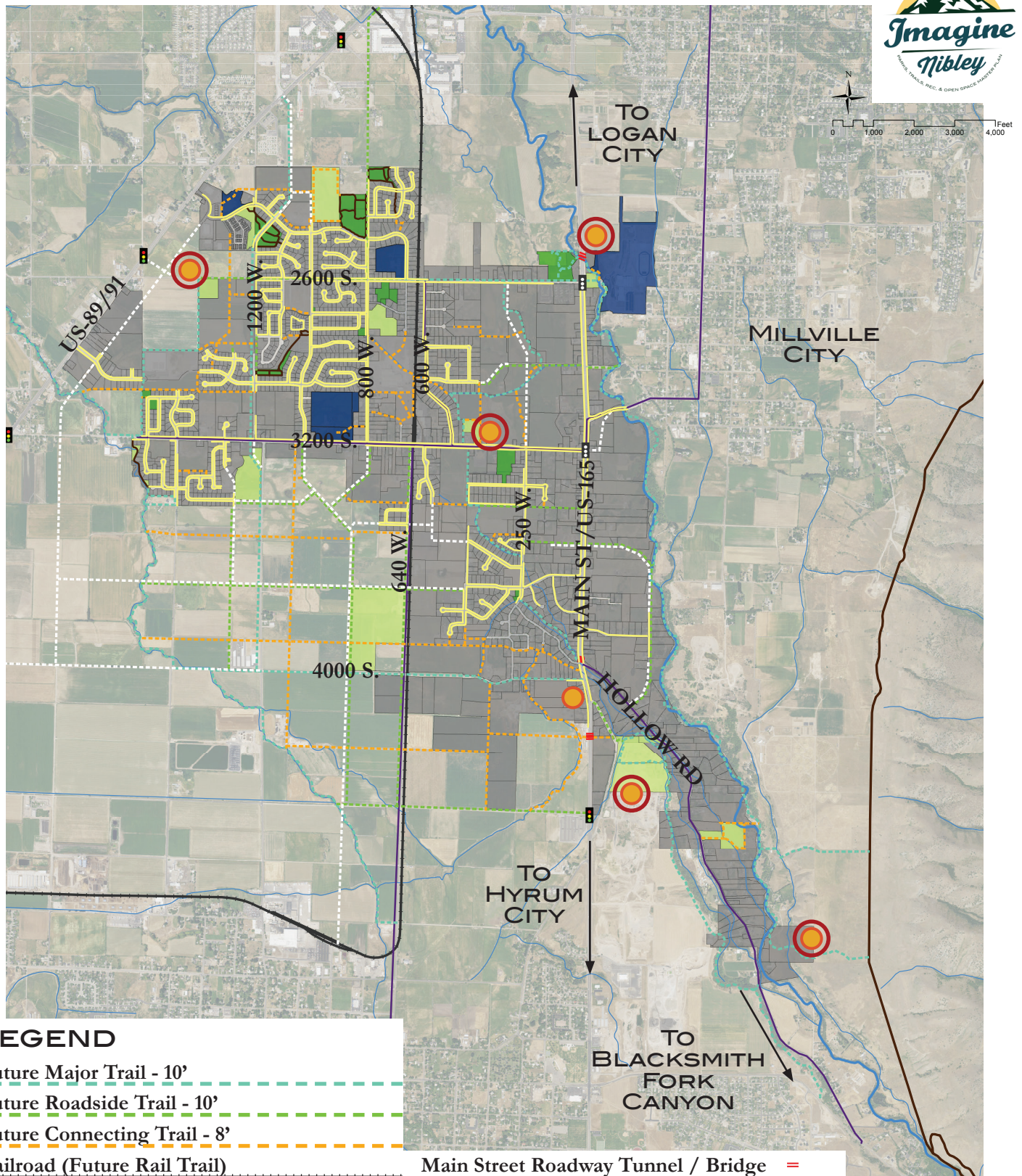
Total Exterior Finish Area (Excluding Windows & Doors):	1,137SF
Hard Surface Finish Area: (Stucco)	905 SF (80%)
Vinyl Siding Surface Area:	232 SF (20%)

Exterior Finish Calculation (Rear Elevation)

Total Exterior Finish Area (Excluding Windows & Doors):	667 SF
Hard Surface Finish Area: (Stucco)	527 SF (79%)
Vinyl Siding Surface Area:	140 SF (21%)



TRAILS MAP



LEGEND

Future Major Trail - 10'

Future Roadside Trail - 10'

Future Connecting Trail - 8'

Railroad (Future Rail Trail)

Future Roads

Existing Shared-Use Roadway

Existing Park Pathway

Existing Sidewalk

Future Trailhead

Existing Trailhead

Main Street Roadway Tunnel / Bridge

Bonneville Shoreline Trail

Blacksmith Fork River

Canal/Stream

Future Park

Existing Park

School



civilsolutionsgroupinc.

**NIBLEY CITY
R-PUD DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (“Agreement”), entered into this ____ day of _____, 20____, between _____, hereinafter referred to as “Developer” and Nibley City, here in after referred to as “City”, and

WHEREAS, _____, hereinafter referred to as “the Development” seeks to obtain approval as a Residential Planned Unit Development (“R-PUD”) under Nibley City Code Title 19, Chapter 32 (“R-PUD Ordinance”); and

WHEREAS, the approval of an R-PUD requires the City, by legislative act, to apply the R-PUD overlay zone to the Development, which act is preconditioned on the Developer entering into and complying with the terms of this Agreement; and

WHEREAS, the Developer has prepared preliminary plans for the Development, including a preliminary site plan, proposed amenity improvements, proposed open space, total number of units to be developed, proposed phasing, maintenance plans, and other supporting documentation as required by the City and the R-PUD Ordinance, (“Preliminary Plans”) which plans are attached hereto and made part of this Agreement as Exhibit “A”; and

WHEREAS, it is necessary for the interest of the public welfare that the Development be developed and improved according to the specifications set forth in Nibley City Ordinances and Design Standards and this Agreement; and

NOW, THEREFORE, to induce Nibley City to approve the proposed R-PUD development and rezoning, the Developer does hereby unconditionally promise and agree with Nibley City as follows:

1. Developer hereby acknowledges receipt of a copy of the Nibley City Subdivision Ordinance, Nibley City Code Title 21, the R-PUD Ordinance and the Nibley City Design Standards. Developer hereby acknowledges that Developer, or an agent of Developer, has read and understands the provisions of the ordinances and standards and that Developer will fully and completely comply with the provisions and requirements therein contained.

2. Developer hereby acknowledges that the execution of this Agreement, on its own, does not constitute final plat approval, approval of the R-PUD rezone, or permission to begin development, and that any such approvals granted by the City may be granted only upon Developer’s compliance with the terms of the Nibley City Ordinances, Design Standards, and this Agreement.

3. This Agreement, including the Preliminary Plans attached hereto, shall govern the Development. The Developer shall develop, construct, improve, and maintain the Development in a way that is substantially similar to the Preliminary Plans. In no event may the number of units in the Development exceed the number of units described in the Preliminary Plans.

4. Developer shall develop and construct all open space, landscaping, housing units, utilities, amenities, roadways, and all other improvements in accordance with the standards listed within Nibley City Design Standards, Nibley City Code Title 21, Nibley City Code Title 21 Chapter 32.

5. Developer shall develop the park and amenities in proportional phases as required in NCC 19.32.050(A).

6. Developer shall provide a preliminary maintenance plan with the Preliminary Plans for the maintenance of amenities as required by NCC 19.32.050(B).

7. This Agreement and the Preliminary Plans may be revised or amended only upon the approval of the Nibley City Council, with the recommendation of the Planning Commission.

8. Developer shall ensure that there are no holders of interests that are superior in title to this Agreement, and that all interests, including but not limited to liens, mortgages, deeds of trust, and other similar devices, have been made subordinate to this Agreement. Developer shall provide such documentation as is necessary to establish these facts prior to receiving final plat approval or approval of the R-PUD rezone.

9. Developer shall comply with all applicable federal, state, county and City requirements, regulations and laws for each aspect of this Development, including payment of fees, provision of bonds and other guarantees, and compliance with design and construction standards. Nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all such applicable laws, ordinances and requirements as now existing and as enacted and/or amended prior to construction. In the event of a conflict between this Agreement and any applicable federal, state, county, or city requirement, regulation, or law, the federal, state, county, or city requirement, regulation, or law shall prevail to the extent of such conflict.

10. Developer shall not engage in any construction or disturbance of soil in the development prior to issuance of the Notice to Proceed by the Public Works Director.

11. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto mentioned and permitted successors and assigns including all parties who acquire title to any portion of the Development; provided, however, that this Agreement cannot be otherwise assigned, transferred or conveyed by either party, without the express, written consent of the other party.

12. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

13. Time is of the Essence. Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

14. Mutual Drafting. Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.

15. Entire Agreement. This Agreement, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

16. No Third Parties. This Agreement, and all Exhibits thereto, is intended for the sole benefit of the named parties thereto. No third party, except for permitted successors and assigns, shall have any right to enforce any of the terms or obligations herein.

17. Recordation and Running with the Land. This Agreement shall be recorded in the chain of title for the Development. This Agreement shall be deemed to run with the land and bind all future owners of any part of the Development.

18. Attorney Fees. Both Parties shall pay for their own attorney fees and costs arising out of or connected in any way to the execution of this Agreement. Any Party that prevails in any legal proceeding, including court proceedings, arbitration, and administrative proceedings, to enforce this Agreement or adjudicate any issues under or in connection with this Agreement will be entitled to recover its reasonable attorney fees, costs, and expenses of such proceedings.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

NIBLEY CITY

DEVELOPER

By: DAVID N. ZOOK
Its: City Manager

By:

By:

STATE OF UTAH)
 :SS
County of Cache)

On this ____ day of _____, 2019, personally appeared before me DAVID N. ZOOK, City Manager, the signer of the within instrument, who duly acknowledged to me that he executed the same as City Manager for Nibley City Corporation.

NOTARY PUBLIC

STATE OF UTAH)
 : ss
County of Cache)

On the ____ day of _____, 2019, personally appeared before me, _____, Developer, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

Exhibit A
Preliminary Plans

**NIBLEY CITY
R-PUD DEVELOPMENT AGREEMENT**

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WHEREAS, _____, hereinafter referred to as “the Development” seeks to obtain approval as a Residential Planned Unit Development (“R-PUD”) under Nibley City Code Title 19, Chapter 32 (“R-PUD Ordinance”); and

WHEREAS, the approval of an R-PUD requires the City, by legislative act, to apply the R-PUD overlay zone to the Development, which act is preconditioned on the Developer entering into and complying with the terms of this Agreement; and

WHEREAS, the Developer has prepared development plans for the Development, including a preliminary site plan, proposed amenity improvements, proposed open space, total number of units to be developed, and other supporting documentation as required by the City and the R-PUD Ordinance, (“Development Plans”) which plans are attached hereto and made part of this Agreement as Exhibit “A”; and

WHEREAS, it is necessary for the interest of the public welfare that the Development be developed and improved according to the specifications set forth in Nibley City Ordinances and Design Standards and this Agreement; and

NOW, THEREFORE, to induce Nibley City to approve the proposed R-PUD development and rezoning, the Developer does hereby unconditionally promise and agree with Nibley City as follows:

1. Developer hereby acknowledges receipt of a copy of the Nibley City Subdivision Ordinance, Nibley City Code Title 21, the R-PUD Ordinance and the Nibley City Design Standards. Developer hereby acknowledges that Developer, or an agent of Developer, has read and understands the provisions of the ordinances and standards and that Developer will fully and completely comply with the provisions and requirements therein contained.

2. Developer hereby acknowledges that the execution of this Agreement, on its own, does not constitute final plat approval, approval of the R-PUD rezone, or permission to begin development, and that any such approvals granted by the City may be granted only upon Developer’s compliance with the terms of the Nibley City Ordinances, Design Standards, and this Agreement.

Commented [LR1]: NCC 19.32.070-C-1(a)(1) refers to this as a development plan. This is just changed to be consistent with the ordinance and to not confuse this with the preliminary plat

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Commented [LR2]: I took out these 2 items as they were not included with the application and are not required until preliminary/final plat

Deleted: proposed phasing, maintenance plans,

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3. This Agreement, including the Development Plans attached hereto, shall govern the Development. The Developer shall develop, construct, improve, and maintain the Development in a way that is substantially similar to the Development Plans. In no event may the number of units in the Development exceed the number of units described in the Development Plans.

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4. Developer shall develop and construct all open space, landscaping, housing units, utilities, amenities, roadways, and all other improvements in accordance with the standards listed within Nibley City Design Standards, Nibley City Code Title 21, Nibley City Code Title 19, Chapter 32.

Commented [LR3]: Corrected typo on code reference

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5. Developer shall develop the park and amenities in proportional phases as required in NCC 19.32.050(A).

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6. The Developer shall dedicate approximately 4.5 acres to the City at the time of Phase One Final Plat, free and clear, located at approximately 3350 South 1200 West, as shown on the attached Development Plans, for use as a City park ("City Park Space").

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Commented [LR4]: This is reflected in the motion. More specifically, Tom said in the recording to 'cut and paste' the language that we used for Ridgeline, which is essentially what I did, adding the changes that were included in the motion. Ideally, I would like to have more flexibility in who develops the park space. But I feel like we can do that when we work out the Park agreement, as we are currently doing with Ridgeline Park.

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- a. The City and Developer shall enter into a separate Park Development Agreement for improvement of said the City Park Space, as described herein. That agreement shall cover amenities, infrastructure, landscaping, phasing, and development. The City, or the person or entity selected by the City, shall design the future City Park Space and all improvements incorporated therein.
- b. The Developer shall develop and construct the City Park Space as determined and designed by the City.
- c. Funding: The Developer shall pay for the design, development, and construction of the City Park Space as described in the Development Plans through park impact fees generated from the Development. The Park Development Agreement shall review and allocate the park impact fees generated from the Development Nibley Meadows development in accordance with this section. At least 50% of park impact fees generated from the Development shall be used to fund the design, development, and construction of the City Park Space. All other impact fees may be assessed, collected, and used as set forth in Nibley City Code. The City may waive, offer a credit for, or reimburse impact fees as set forth in Nibley City Code for Developer's provision of park amenities, infrastructure, landscaping, and improvements, provided that the Developer shall not receive a waiver, credit, or reimbursement of any impact fees due to the dedication of the park space.
- d. The developer shall pay for the first 25 parking stalls, all road cross-section improvements to the access road and 1200 West surrounding the park, all trails within the park, sewer stubs for the restroom, and \$60,000 towards a park restroom independent of all impact fees.
- e. The park construction shall be proportionally phased in construction with each phase of development of Ridgeline Park R-PUD. The Park Development Plan shall contain a phasing plan for construction of the park space.

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Deleted: a. The City and Developer shall enter into a future agreement to develop the City Park Space. This

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Commented [RP6]: Looking this over, how do you feel about generic language like this, which just allows the City to pick whoever.

7. Developer shall provide a preliminary maintenance plan with the Preliminary Plat for the maintenance of amenities as required by NCC 19.32.050(B).

8. This Agreement and the Development Plans may be revised or amended only upon the approval of the Nibley City Council, with the recommendation of the Planning Commission.

9. Developer shall ensure that there are no holders of interests that are superior in title to this Agreement, and that all interests, including but not limited to liens, mortgages, deeds of trust, and other similar devices, have been made subordinate to this Agreement. Developer shall provide such documentation as is necessary to establish these facts prior to receiving final plat approval or approval of the R-PUD rezone.

10. Developer shall comply with all applicable federal, state, county and City requirements, regulations and laws for each aspect of this Development, including payment of fees, provision of bonds and other guarantees, and compliance with design and construction standards. Nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all such applicable laws, ordinances and requirements as now existing and as enacted and/or amended prior to construction. In the event of a conflict between this Agreement and any applicable federal, state, county, or city requirement, regulation, or law, the federal, state, county, or city requirement, regulation, or law shall prevail to the extent of such conflict.

11. Developer shall not engage in any construction or disturbance of soil in the development prior to issuance of the Notice to Proceed by the Public Works Director.

12. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto mentioned and permitted successors and assigns including all parties who acquire title to any portion of the Development; provided, however, that this Agreement cannot be otherwise assigned, transferred or conveyed by either party, without the express, written consent of the other party.

13. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

14. Time is of the Essence. Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

15. Mutual Drafting. Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.

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16. Entire Agreement. This Agreement, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

17. No Third Parties. This Agreement, and all Exhibits thereto, is intended for the sole benefit of the named parties thereto. No third party, except for permitted successors and assigns, shall have any right to enforce any of the terms or obligations herein.

18. Recordation and Running with the Land. This Agreement shall be recorded in the chain of title for the Development. This Agreement shall be deemed to run with the land and bind all future owners of any part of the Development.

19. Attorney Fees. Both Parties shall pay for their own attorney fees and costs arising out of or connected in any way to the execution of this Agreement. Any Party that prevails in any legal proceeding, including court proceedings, arbitration, and administrative proceedings, to enforce this Agreement or adjudicate any issues under or in connection with this Agreement will be entitled to recover its reasonable attorney fees, costs, and expenses of such proceedings.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

NIBLEY CITY

DEVELOPER

By: DAVID N. ZOOK
Its: City Manager

By:

By:

STATE OF UTAH)
 : ss
County of Cache)

On this ____ day of _____, 2019, personally appeared before me DAVID N. ZOOK, City Manager, the signer of the within instrument, who duly acknowledged to me that he executed the same as City Manager for Nibley City Corporation.

NOTARY PUBLIC

STATE OF UTAH)
 : ss
County of Cache)

On the ____ day of _____, 2019, personally appeared before me, _____, Developer, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

Exhibit A
Development Plans

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Nibley Meadows

R-PUD Application

Nibley Meadows R-PUD

PROJECT NOTES:

GENERAL PROJECT DESCRIPTION: THE DEVELOPMENT WILL INCLUDE A MIX OF SINGLE-FAMILY AND TOWNHOME DWELLINGS. THE DEVELOPMENT WILL CONTAIN MORE THAN 35% OPEN SPACE THAT WILL INCLUDE POCKET PARKS, LINEAR PARKS, AND TRAILS. A CLUBHOUSE AND VARIOUS AMENITIES WILL ALSO BE PROVIDED.

CULINARY WATER SYSTEM: WATER MAINS WILL BE INSTALLED IN ALL PUBLICLY DEDICATED RIGHTS-OF-WAY AND MAJOR PRIVATE DRIVES. WATER MAINS WILL CONNECT TO CITY SYSTEM IN 3200 SOUTH AND TO MASTER-PLANNED 10' WATER MAIN IN 3500 SOUTH (THE SOUTHERNMOST EAST-WEST ROAD).

SEWER SYSTEM: THE NORTH THIRD OF THE PROJECT WILL DRAIN TO THE EXISTING LINE IN 3200 SOUTH. THE REMAINING SOUTH TWO-THIRDS OF THE PROJECT WILL DRAIN TO THE SEWER STUB ON THE WEST OF THE PROJECT CURRENTLY BEING INSTALLED AS PART OF THE NIBLEY FARMS SUBDIVISION.

SECONDARY WATER SYSTEM: NOT PROPOSED.

SOLID WASTE: INDIVIDUAL TRASH PICKUP IS PROPOSED FOR ALL UNITS CONTAINED WITHIN THE DEVELOPMENT.

STORM WATER: THE 100-YR 24-HR WILL BE DETAINED ON SITE. GIVEN EXTREMELY SHALLOW GROUNDWATER (APPROXIMATELY 2-FT DEEP), IT MAY NOT BE FEASIBLE TO FULLY RETAIN THE 50TH-PERCENTILE STORM. THE REQUIRED DETENTION VOLUME WILL BE STORED IN OPEN SPACE AREAS THROUGHOUT THE SITE AND THEN RELEASED AT THE PRE-DEVELOPMENT RUNOFF RATE INTO EXISTING ADJACENT DITCHES. ROADSIDE SWALES COULD ALSO SERVE AS A POTENTIAL STORAGE LOCATION FOR STORM WATER RUNOFF.

PARKS & RECREATION: THE PROPOSED TRAIL AND OPEN SPACES THAT ARE BEING PROPOSED WILL INTEGRATE WITH THOSE PROPOSED TO THE WEST AS PART OF THE NIBLEY FARMS SUBDIVISION AND TO OTHER FUTURE MASTER-PLANNED TRAILS. THE OPEN SPACE PLAN IS COMPATIBLE WITH THE CITY PARKS AND OPEN SPACE MASTER PLAN.

ROADWAYS: 1000 WEST, A MASTER PLANNED ROADWAY, WILL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD CITY CROSS-SECTION TS-7. COLLECTOR, 2-LANE STREET, ON-STREET PARKING PERMITTED, 60' ROW. ALL OTHER PUBLICLY DEDICATED ROADS WILL BE TS-12. LOCAL, 2-LANE STREET, NO BIKE FACILITY, 60' ROW. HALF WIDTH IMPROVEMENTS TO 1200 WEST AND 3200 SOUTH WILL BE INCLUDED, DEPENDING ON STORM WATER DESIGN APPROACH. THESE CROSS-SECTIONS MAY BE SUBSTITUTED FOR LID CROSS-SECTIONS. PRIVATE ROADS WILL BE CONSTRUCTED TO A MINIMUM WIDTH OF 28' AND WILL CONFORM TO FIRE CODE REQUIREMENTS.

SENSITIVE LANDS: THE PROJECT CONTAINS NO SENSITIVE LANDS.

PARKING: STREET PARKING ON PUBLIC STREETS WILL NOT BE USED TO MEET PARKING REQUIREMENTS.



DATA TABLE

- TOTAL AREA: 54.80 ACRES
- NET DEVELOPABLE LAND (80%): 43.88 ACRES
- TOTAL ALLOWABLE UNITS: 524 UNITS
- MAX TOWNHOMES: 419 UNITS
- MIN SINGLE FAMILY HOMES: 105 MINIMUM
- TOTAL UNITS PROPOSED: 273 UNITS
- TOWNHOMES PROPOSED: 153 UNITS
- SINGLE FAMILY HOMES PROPOSED: 120 UNITS
- OPEN SPACE
- REQUIRED: 15.29 ACRES (35% OF NET DEVELOPABLE LAND)
- PROVIDED INCLUDING SIDEWALK & PARK STRIP: 21.97 ACRES (60.3% OF NET DEVELOPABLE LAND)
- PROVIDED EXCLUDING SIDEWALK & PARK STRIP: 17.47 ACRES (40.2% OF NET DEVELOPABLE LAND)

*80% VALUE IS PER CODE, NOT PER FINAL LAYOUT.

NIBLEY CITY

NIBLEY MEADOWS MASTER PLAN

JULY 21, 2020

Nibley Meadows R-PUD

Overview

- 273 units (120 single-family/153 townhomes)
 - 46% single-family/54% townhomes
- 54.6 total acres
- 43.7 net developable acres
- 45.7% open space provided
- 6.25 units/acre

Nibley Meadows R-PUD

Changes on concept plan

- 28 less housing units (273 compared to 301)
- Greater portion of single-family homes
- Public street added, with opportunity to stub to north (~1120 West)

Nibley Meadows R-PUD

Recommendation

- Approve the ordinance, conditional upon the findings listed in the staff report, Ordinance 20-07: Residential Planned Unit Development Overlay Zone and Development Agreement for Nibley Meadows, located at approximately 1000 W and 3200 S. Proposing 273 units on 54.6 acres.

Recommended Findings

1. Proposed development during Preliminary Plat and Final Plat approval shall not substantially deviate from the concept plan
2. Require an additional stub road between 1000 and 1100 West to connect to future development to the south
3. Adding an additional pedestrian connection to the northeast directly to Heritage Elementary