



# Staff Report

Coalville City  
Project Coordinator

To: Coalville City Planning Commission  
From: Don Sargent, City Project Coordinator  
Date of Meeting: September 20, 2021  
Re: Red Hills Ranch Proposed MPD Concept Plan Application  
Action: Initial Review and Discussion - Work Session

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## Red Hills Ranch – MPD Concept Plan

### REQUEST

The purpose of this work session is to introduce the proposed MPD and associated Concept Plan for the Red Hills Ranch (formerly known as the Parley Brown property) to the Planning Commission.

This item is scheduled for work session only (public comment will be taken at a future noticed public hearing). No action is requested at this time.

### BACKGROUND

In 2001 Coalville City annexed and rezoned the project property. On December 19, 2001, the City entered into an annexation agreement setting forth provisions for development of the property. Attachment A includes a copy of the annexation agreement for reference.

The applicant, Ivory Development, is applying for a Master Planned Development (MPD) Concept Plan of the property. The proposed project includes 247.86 acres with 349 total units of residential single-family lots and townhomes.

Attachment B includes the MPD Concept Plan submittal drawings for reference.

### ANALYSIS

Staff is in the process of reviewing the project information and verifying that the requirements of the property annexation agreement and development code provisions have been met with the MPD Concept Plan Application. The purpose of this work session is to allow the applicant to introduce the project to the Planning Commission and receive any initial feed-back and comment.

#### Required Review Process

The MPD concept plan application process includes an informal review with the Planning Commission. The MPD preliminary plan application process includes a review and public hearing by both the Planning Commission and City Council.



## **RECOMMENDATION**

Staff recommends the Planning Commission review, discuss, and provide initial direction to Staff and/or the applicant regarding the proposed MPD and Concept Plan for continued review at a subsequent meeting.

### **Attachments:**

- A** Annexation Agreement
- B** Red Hills Ranch MPD Concept Plan



# **ATTACHMENT A**

## **Annexation Agreement**



When Recorded, please return to:  
City Recorder  
Coalville City Municipal Corporation  
10 North Main Street  
P. O. Box 188  
Coalville, Utah 84017

## **ANNEXATION AGREEMENT FOR THE J. PARLEY AND VERA BROWN PROPERTY**

This Annexation Agreement is made by and between Coalville City Municipal Corporation (the "City") and Cumming Investment Company, L.C., a Wyoming limited liability company (hereafter referred to as "Petitioner") to set forth the terms and conditions under which Coalville City will annex land owned by Petitioner into the corporate limits of Coalville City and extend municipal services to that property. Coalville City's approval for annexation has been granted subject to the acquisition of title to the property by Petitioner and the execution and delivery of this agreement by the parties hereto. In consideration of Coalville City's agreement to annex Petitioner's property and in consideration of the mutual promises contained herein, the parties agree that the terms and conditions of annexation shall be as follows:

1. **Property** – The property to be annexed is approximately 250.99 acres, depicted on Exhibit A and more fully described in Exhibit B, and incorporated herein by reference (hereafter referred to as the "Property").
2. **Zoning** – The property to be annexed shall be zoned consistent with the criteria of the existing zone classifications within the City. The zone district classifications(s) of the annexed property shall be as described and depicted on Exhibit A.
3. **Master Plan Approval** – The Planning Commission and City Council shall approve a Master Planned Development (MPD) for the property following the execution of this agreement according to the provisions of the Coalville City Development Code. The density, road and lot locations, open space, trails and other parameters of development of the Property shall be addressed during the Master Plan development (MPD) approval process.
4. **Density** – The total residential density consistent with the zoning classifications allowed for the entire Property at the time of annexation, as set forth on the zoning map attached hereto as Exhibit "A", shall not exceed 284 units plus any density bonuses available under the Coalville City Development Code. Notwithstanding the density associated with the zoning classifications, the density may be relocated to allow clustering and other



design features that will encourage open space as part of the MPD approval process. The density, road and lot locations, open space, trails, and other parameters of development within the project area shall be consistent with this agreement and the MPD approval.

5. **Trails** – Petitioners agree to submit a trails plan and to construct and dedicate trails and trail easements to the reasonable satisfaction of the City as a condition precedent to MPD approval for the Property. The trails plan shall include a connection from the Property to the Rails-to-Trails.
6. **Open Space/Recreation** – The MPD shall feature designed open space on the prime agricultural lands within the view corridor along Hoytsville Road and other critical and sensitive lands of the Property according to the provisions of the Coalville City Development Code and General Plan. Other recreational amenities such as parks, playgrounds and similar facilities will also be required as part of the MPD approval for the Property and will be commensurate with the demand created by the MPD.
  - A. Use Restrictions and Preservation. The open space areas of the Property shall be subject to deed restriction which will ensure the perpetual preservation of the open space and shall restrict the uses of the private open space parcels. The use restrictions shall be reviewed and approved by the City prior to the final approval of any subdivision plat for the Property and deed restrictions shall be recorded prior to or at the time of filing and recording of each subdivision plat. CC&R's for the Property shall be reviewed and approved by the City and shall further restrict the use of the Private Open Space.
  - B. Maintenance. Open space and recreational amenities shall be maintained by a homeowners association or other entity holding fee title to the Property.
7. **Affordable Housing** – The Petitioner shall work with the City to provide affordable housing, as part of the MPD or at the discretion of the City shall pay a fee in lieu of the obligation to construct affordable housing on site. If the Petitioner pays a fee in lieu of its affordable housing obligation, the fee amount shall be sufficient to provide necessary affordable housing elsewhere in the City at an appropriate location consistent with the goals, objectives and policies of the General Plan.
8. **Roads and Road Design** - All streets, roads and trails within the project Property area shall be public and public access may not be obstructed. All roads shall be constructed to the City Engineering Standards and Specifications.



9. **Sanitary Sewer** – Alignment of the sanitary sewer shall be determined as a part of the MPD approval process for the Property. The preferred alignment will result in the least visual impact and site disturbance.

10. **Water Rights.** Petitioner agrees that as a condition to final approval of the Master Plan Development, Petitioner shall be required to reserve sufficient water rights to supply the requirements of the Development. Petitioner shall submit evidence of ownership of sufficient water rights prior to final approval of the Master Plan Development. Contemporaneous with final approval of each phase of the Development contemplated by the Master Plan Development, Petitioner shall convey to the City, free of all liens and encumbrances, the water rights required to serve the municipal and irrigation water requirements of that phase. If the water right requirements for either culinary or irrigation or both purposes cannot be met by water rights acquired by Petitioner with the Property, then Petitioner may meet the shortfall by providing Weber Basin Water Conservancy District water, so long as either the Developer or homeowners association and property owners of the Development are and remain responsible for any additional and ongoing costs created by use of that water for the Development, including fees, costs and lease payments due Weber Basin. Additionally, should the City have surplus culinary water rights available, it may, in its sole discretion, provide such water rights to meet all or part of the culinary needs of the Development upon the Developer's payment to the City of the reasonable value of such water rights. In such event, the "in lieu payment" shall satisfy the Developer's obligation to furnish culinary water to the extent the City shall provide and the Developer shall pay for the same. Petitioner with the cooperation of the City shall undertake the burden and expense of all change applications required to convert water rights to the City's municipal use and for changing the points of diversion, nature of use and place of use of those rights as shall be reasonably required by the City. Petitioner shall be responsible for all administrative and legal expenses incurred in acquiring final approval of such change applications. The City, however, shall bear the expenses related to its role as a cooperative partner in the change application process. Final development approval for each phase of the Development shall be subject to final approval of all such change applications necessary to serve that phase and the running of all administrative and judicial appeal periods related to those approvals. Upon the City's determination of the nature and quantity of water rights required for each phase of the Development, Petitioner may in its discretion, tender water rights sufficient in quantity to water rights and uses required by the Development, but whose current use is different from the actual uses necessitated by the Development, and the City in its discretion may accept such rights in satisfaction of the water rights requirement for that Development phase. The City shall not accept any water right which is not approved for diversion from a fully developed water source approved by the Utah Division of Water Rights, and, where necessary, by the Utah Division of Drinking Water, such as a well or spring owned by or to be conveyed to the



City and which source is capable of delivering the water to be conveyed to the City. If the Petitioner fails to comply with the water rights requirements of this paragraph regarding any phase of the Development, the City may withhold all future development or building permits from that phase and any remaining phases of the Development until the Petitioner complies.

**11. Water System.** The water system, culinary and pressurized secondary, for the entire Development shall be designed and constructed in accordance with plans and specifications approved by the City, and by any regulatory authority having jurisdiction. As a condition to final approval of each phase of the Master Plan Development approval process, Petitioner shall, at its expense and in accordance with the design approved for the entire Development, construct all the necessary elements for the fully functioning water system required for that phase of the Development, including but not limited to any required water source(s) such as a well or spring, necessary storage tanks and reservoirs, a water storage tank, pump stations, culinary and irrigation transmission and distribution lines and necessary appurtenances thereto. Petitioner shall be required to pay for necessary enlargements, extensions, or expansions of existing infrastructure within the City's culinary water system necessary to serve the Master Plan Development. Upon completion of the system to the satisfaction of the City engineer, Petitioner shall convey the facilities to the City and dedicate appropriate easements for the same. As further consideration, Petitioner agrees to investigate and research a filtering and/or treatment system for the existing Brown Well on the property to produce acceptable water quality to serve the residents of the annexed property and other residents of Coalville City. Petitioner shall not be required to provide water sources in excess of the requirements of the development or to bear expenses related to any such excess. The property is subject to the terms of an agreement entitled "Right-of-Way Agreement (J. Parley Brown Well)" dated August 26, 1993 entered into between William Gary Brown, Trustee, as "Grantor" and Coalville City, as "Grantee" which agreement conveys to the Grantee certain rights of way and easements for a roadway, well site and pipeline and as consideration for the grants, provides for payment of certain monies and for the providing of certain water service to the Grantee. It is contemplated by the Petitioner herein that it has or shall secure from William Gary Brown, Trustee, an assignment of the Grantors rights under said agreement so as to be entitled to the benefit of Grantor's rights thereunder. As building permits are issued for each dwelling unit within the Master Plan Development, the lot owner, except as otherwise provided by the above referenced agreement of August 26, 1993, shall pay Coalville City the water connection fees as required by the Coalville City ordinances then in effect.

**12. Off-site Infrastructure Expansion and Extension --** The Petitioners shall be responsible for the cost and installation of any enlargements, extensions or expansions of the City's existing infrastructure for municipal water, secondary



water and sewer systems as shall be required to serve the MPD, together with any cost or expense which may be incurred for the expansion of utilities services, including telephone, gas and other utilities resulting from the necessity to serve the MPD. The City, at its sole discretion may up-size infrastructure systems to provide for additional capacity above and beyond the requirements of the annexed property. The City shall be responsible for all additional costs incurred as a result of such up-sizing of infrastructure facilities. The Petitioner shall prepare a traffic impact study for Hoytsville Road to determine mitigation measures that will need to be applied to off-set any traffic impacts generated by the annexation and associated MPD for the Property. The Petitioner/Developer will be required to construct any required turning lanes, signing and other mitigation measures to off-set traffic impact to Hoytsville Road.

- 13. Phasing and Timing** - All proposed development of the MPD shall be timed and sequenced concurrent with the availability and capacity of the City and other public entities to serve the Property including but not limited to police and fire protection, schools, roads, water, sewer, libraries and recreational facilities. As part of the MPD approval process the Petitioner shall be required to complete an infrastructure impact and fiscal impact analysis to determine the projected impacts on the public services and economic base of the City, and propose mitigating measures to offset any associated impacts.
- 14. Preliminary and Final Plats** – Preliminary and final plats for the Property shall follow a normal thorough planning process in accordance with the conditions of approval of the MPD with this Agreement and the Coalville City Development code.
- 15. Planning Review Fees** – Petitioner is responsible for all MPD subdivision engineering, construction, inspection and other applicable fees required by the City at the time of application.
- 16. Impact and Building Fees** – Lot owners of the Property shall pay all generally applicable impact, building permit, and plan check fees or other applicable fees due for construction on the annexed land at the time of application or prior to issuance of building permits.
- 17. Acceptance of Public Improvements** – Petitioner shall offer to dedicate, convey and transfer to Coalville City title to all required roads, and other infrastructure, together with any necessary easements and appurtenances, upon petitioner's fulfillment of all Code requirements and Coalville City's final approval of construction.
- 18. Snow Removal and Storage** – The Developer is responsible to remove or provide for the removal of snow from public streets within each phase of the project until 50% of the lots of such phase have been improved by the



construction of houses on those lots as evidenced by the Coalville City's issuance of Certificates of Occupancy for dwelling units.

- 19. Governing Law** – The Petitioner will hold harmless, indemnify and defend the City, Mayor, members of the City Council and the employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorney's fees arising from or in any way connected with drilling wells, diverting water from existing uses, transforming water from irrigation companies, interrupting the established uses of water and any other detriment to water or water users adjacent to or around the subject property.
- 20. Compliance with Municipal and State Law** – Petitioners and their agents shall be required to comply with all of the requirements of the Coalville City Development Code and all other municipal ordinances and regulations pertaining to the Property and to the development of the same, and with all applicable laws, rules and regulations of the State of Utah and of its departments and agencies.
- 21. Full Agreement** – This agreement contains the full and complete agreement of the parties regarding the Annexation. There are no other agreements in regard to the annexation of the Property. This agreement may be amended only by a written instrument signed by all parties hereto.

DATED this 19 day of December, 2001.

ATTEST:

Rebecca Richman  
City Recorder

COALVILLE CITY MUNICIPAL  
CORPORATION,

by

Marilyn W. Johnson  
Its Mayor

CUMMING INVESTMENT  
COMPANY, L.C., a Wyoming  
Limited Liability Company,

by

[Signature]  
Its Managing Member

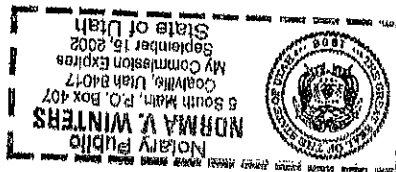


STATE OF UTAH )  
: ss.  
COUNTY OF SUMMIT )

On the 19<sup>th</sup> day of December, 2001, personally appeared before me, MERLYN JOHNSON and REBECCA RICHINS, who being duly sworn did say, each for themselves, that he the said Merlyn Johnson is the Mayor, and she the said Rebecca Richins, is the City Recorder of Coalville City, and that the within and foregoing instrument was signed on behalf of said Municipal Corporation by authority of a Resolution of its City Council and they duly acknowledged to me that the said Municipal Corporation executed the same and that the seal affixed is the seal of said Municipal Corporation.

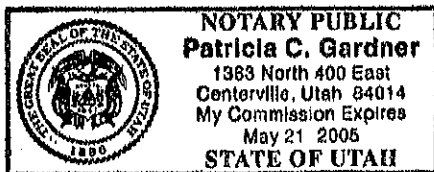
Norma V. Winters  
NOTARY PUBLIC  
Residing at: Coalville

My Commission Expires:  
9-15-2002



STATE OF UTAH )  
: ss.  
COUNTY OF Davis )

The foregoing instrument was acknowledged before me this 11 day of January 2002, by Tan M. Cumming, Managing Member of CUMMING INVESTMENT COMPANY, L.C.,



My Commission Expires:  
May 21, 2005

Patricia C. Gardner  
NOTARY PUBLIC  
Residing at: 1363 North 400 East  
Centerville, UT

APPROVED AS TO FORM:

Coalville City Attorney

Attorney for Cumming Investment  
Company, L.C.



# **ATTACHMENT B**

## Red Hills Ranch MPD Concept Plan



# RED HILLS

## MASTER PLAN DEVELOPMENT APPLICATION

COALVILLE CITY, UTAH

PREPARED FOR:



Developer Representative  
Ivory Development  
Skylar Tolbert  
801.520.9127

PREPARED BY:



Land Planner  
Langvardt Design Group  
Eric Langvardt  
801.583.1295



Civil Engineer and Surveyor  
EDM Partners  
Nick Mingo  
801.201.7494

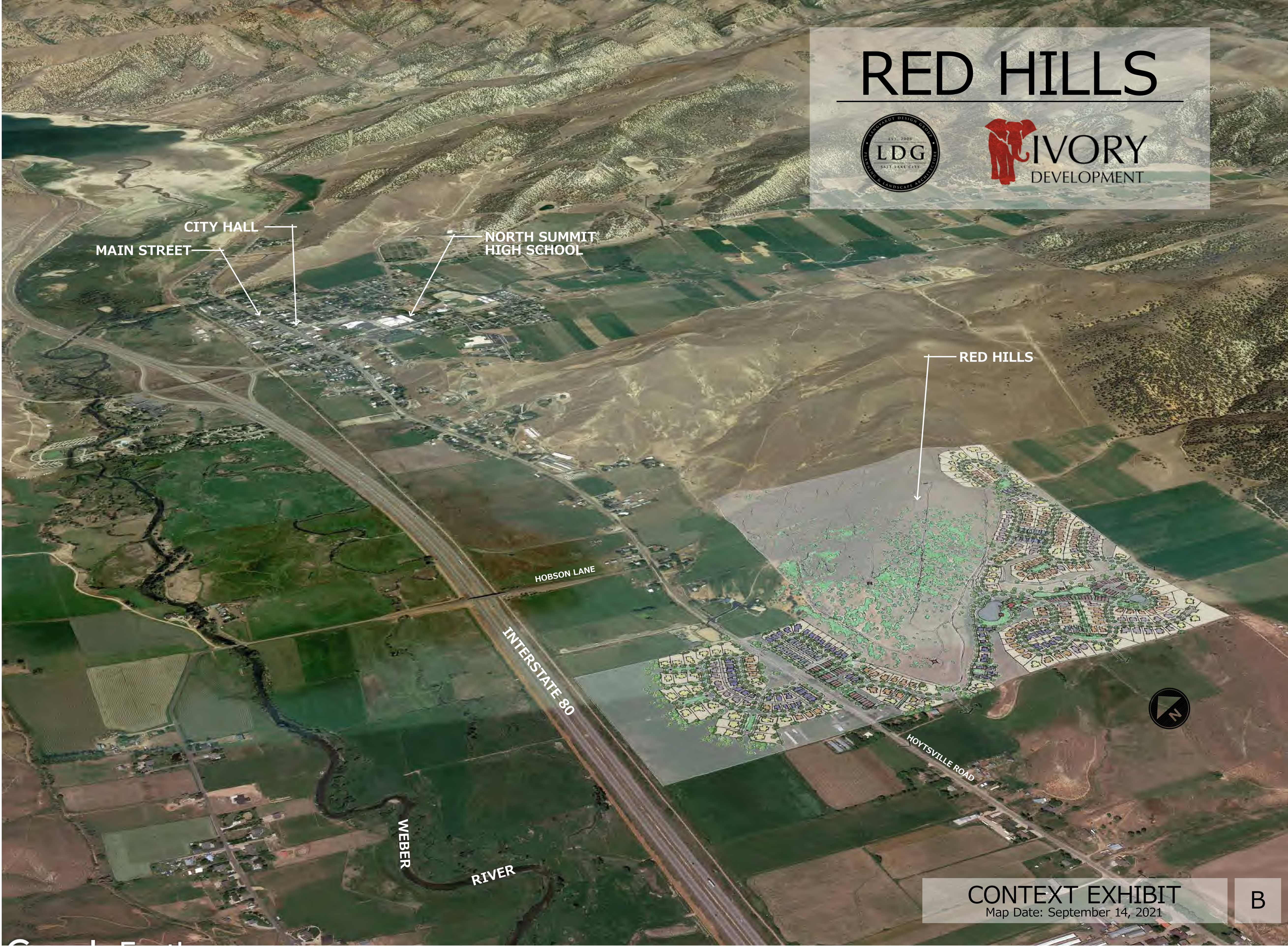
### SHEET INDEX

- A - COVER SHEET
- B - CONTEXT EXHIBIT
- C - EXISTING ZONING
- D - SLOPE ANALYSIS
- E - OVERALL CONCEPT PLAN
- F - PROJECT ACCESS PLAN
- G - PARKS/OPEN SPACE PLAN
- H - PHASE 1 CONCEPT PLAN
- I - INFRASTRUCTURE PLAN
- J - ARCHITECTURE
- K - ARCHITECTURE

COVER SHEET  
Map Date: September 14, 2021

A







# RED HILLS



## ZONING SUMMARY

AGRICULTURAL (AG)	93.63 ACRES
RESIDENTIAL AGRICULTURAL (RA)	53.06 ACRES
RESIDENTIAL 1 (R-1)	29.01 ACRES
RESIDENTIAL 2 (R-2)	21.34 ACRES
RESIDENTIAL 4 (R-4)	50.82 ACRES
TOTAL	247.86 ACRES

ZONE  
**RA**  
5.39 ACRES

ZONE  
**R-1**  
29.01 ACRES

ZONE  
**AG**  
61.77 ACRES

ZONE  
**R-4**  
50.82 ACRES

ZONE  
**RA**  
47.67 ACRES

ZONE  
**R-2**  
16.69 ACRES

ZONE  
**AG**  
31.86 ACRES

ZONE  
**R-2**  
4.65 ACRES

Google Earth

EXISTING ZONING  
Map Date: September 14, 2021

C



# RED HILLS

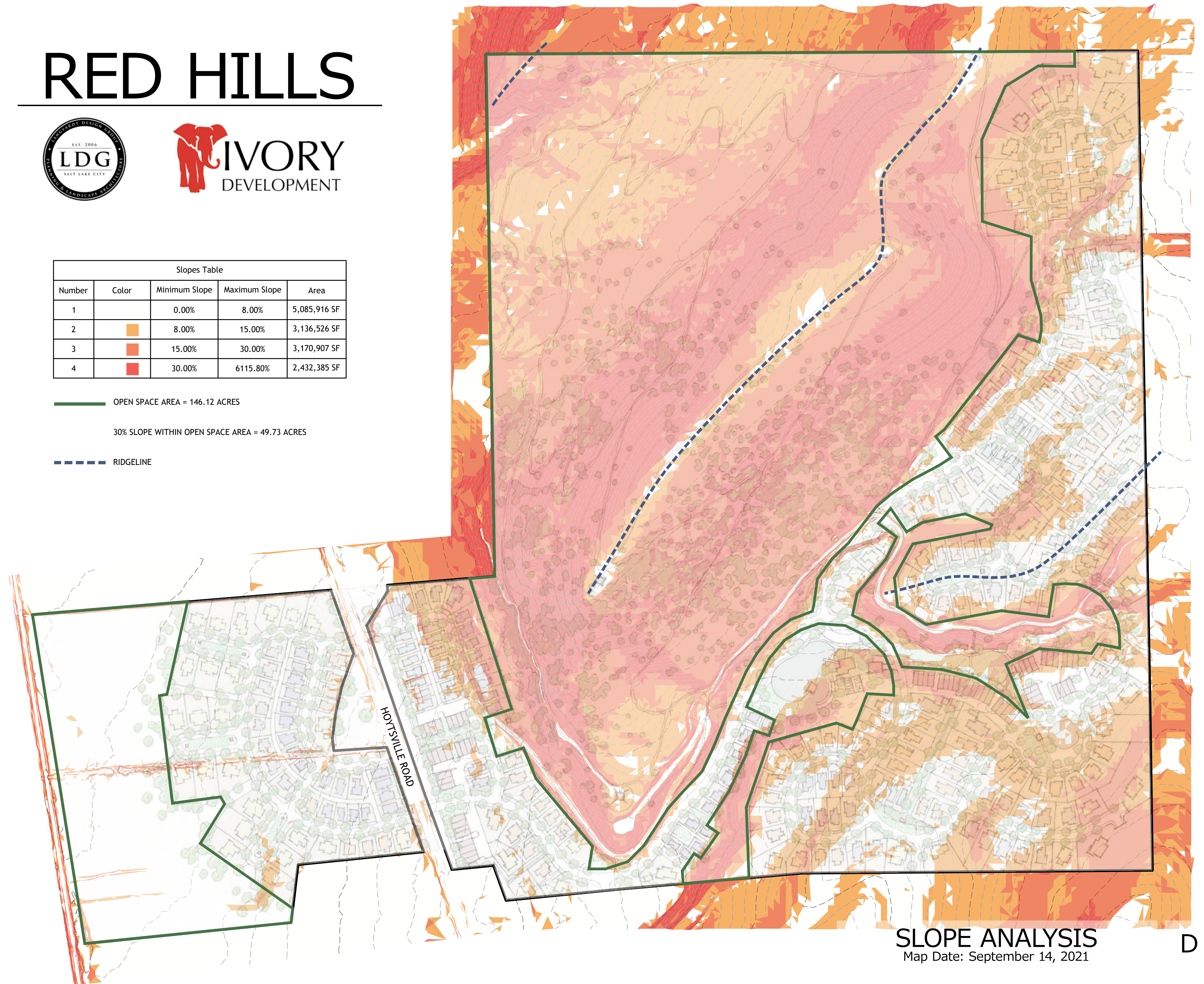


Slopes Table				
Number	Color	Minimum Slope	Maximum Slope	Area
1		0.00%	8.00%	5,085,916 SF
2		8.00%	15.00%	3,136,526 SF
3		15.00%	30.00%	3,170,907 SF
4		30.00%	6115.80%	2,432,385 SF

— OPEN SPACE AREA = 146.12 ACRES

30% SLOPE WITHIN OPEN SPACE AREA = 49.73 ACRES

- - - RIDGELINE



SLOPE ANALYSIS  
Map Date: September 14, 2021

D



# RED HILLS



0 100 200 400 600  
SCALE: 1"=200'

349  
TOTAL  
UNITS

- 59 ALLEY LOADED TOWNHOMES
- 30 42'-45' WIDE ALLEY LOADED SINGLE FAMILY LOT
- 55 50'-55' WIDE ALLEY AND FRONT LOADED SINGLE FAMILY LOT
- 100 60'-68' WIDE SINGLE FAMILY LOT
- 42 75'-80' WIDE SINGLE FAMILY LOT
- 63 95' + WIDE SINGLE FAMILY LOT

INTERSTATE 80

LANDSCAPED BUFFER  
AND DETENTION  
AREA SETBACK TO  
INTERSTATE

HOYTSVILLE ROAD

COMMUNITY TRAIL SYSTEM

COMMUNITY TRAIL NODES/  
DESTINATIONS

POCKET PARK

COMMUNITY TRAIL  
ACCESS POINTS

SECONDARY ACCESS  
ROAD / TRAIL

COMMUNITY CLUB  
POND  
AMPHITHEATER  
PICKLEBALL

POCKET PARK

POCKET PARK

ROAD STUBS TO ADJACENT  
PROPERTIES

BETWEEN TWO  
PONDS PARK

OVERALL CONCEPT PLAN

Map Date: September 14, 2021

E

Google Earth



# RED HILLS



0 100 200 400 600  
SCALE: 1"=200'

- HOYTSVILLE ROAD
- PRIMARY PROJECT ACCESS
- INTERNAL PROJECT STREETS
- INTERNAL PROJECT ALLEYS
- POTENTIAL STREET STUBS
- EMERGENCY ACCESS ROAD

INTERSTATE 80

LANDSCAPED BUFFER  
AND DETENTION  
AREA SETBACK TO  
INTERSTATE

HOYTSVILLE ROAD

COMMUNITY  
TRAIL SYSTEM

COMMUNITY  
TRAIL NODES/  
DESTINATIONS

POCKET  
PARK

COMMUNITY TRAIL  
ACCESS POINTS

SECONDARY ACCESS  
ROAD / TRAIL

COMMUNITY CLUB  
POND  
AMPHITHEATER  
PICKLEBALL

POCKET  
PARK

POCKET  
PARK

ROAD STUBS TO ADJACENT  
PROPERTIES

BETWEEN TWO  
PONDS PARK

PROJECT ACCESS PLAN  
Map Date: September 14, 2021

F

Google Earth



# RED HILLS



0 100 200 400 600  
SCALE: 1"=200'

 OPEN SPACE

 PARKS

 CLASS 1 TRAIL

 CLASS 2 TRAIL

#### NOTES:

1. SENSITIVE LANDS COMPOSE 34.0% OF ALL OPEN SPACE LANDS.
2. REQUIRED MINIMUM OPEN SPACE AREA = 36.80 AC  
OPEN SPACE PROVIDED = 146.14 AC
3. REQUIRED PARK AREA = 871 SF PER UNIT = 303, 979 SF (6.98 AC)  
PARK AREA PROVIDED = 444,312 SF (10.20 AC)

LANDSCAPED BUFFER  
AND DETENTION  
AREA SETBACK TO  
INTERSTATE

INTERSTATE 80

EXISTING  
RAIL TRAIL

COMMUNITY TRAIL  
CONNECTION TO  
RAIL TRAIL

HOYTSVILLE ROAD

SECONDARY ACCESS  
ROAD / TRAIL

COMMUNITY CLUB  
POND  
AMPHITHEATER  
PICKLEBALL  
3.54 AC

POCKET  
PARK  
0.68 AC

COMMUNITY TRAIL  
ACCESS POINTS

ROAD STUBS TO ADJACENT  
PROPERTIES

COMMUNITY  
TRAIL SYSTEM

COMMUNITY  
TRAIL NODES/  
DESTINATIONS

TOTAL PROJECT OPEN SPACE  
146 ACRES (59%)

POCKET  
PARK  
0.80 AC

POCKET  
PARK  
0.75 AC

BETWEEN TWO  
PONDS PARK  
4.43 AC

## PARKS/OPEN SPACE PLAN

Map Date: September 14, 2021

G

Google Earth



# RED HILLS



- 19 ALLEY LOADED TOWNHOMES
- 14 42'-45' WIDE ALLEY LOADED SINGLE FAMILY LOT
- 15 50'-55' WIDE ALLEY AND FRONT LOADED SINGLE FAMILY LOT
- 2 60'-68' WIDE SINGLE FAMILY LOT

50 PHASE 1 UNITS

FUTURE DEVELOPMENT

PHASE 1

FUTURE DEVELOPMENT

POCKET PARK  
TOWNHOME PASEO

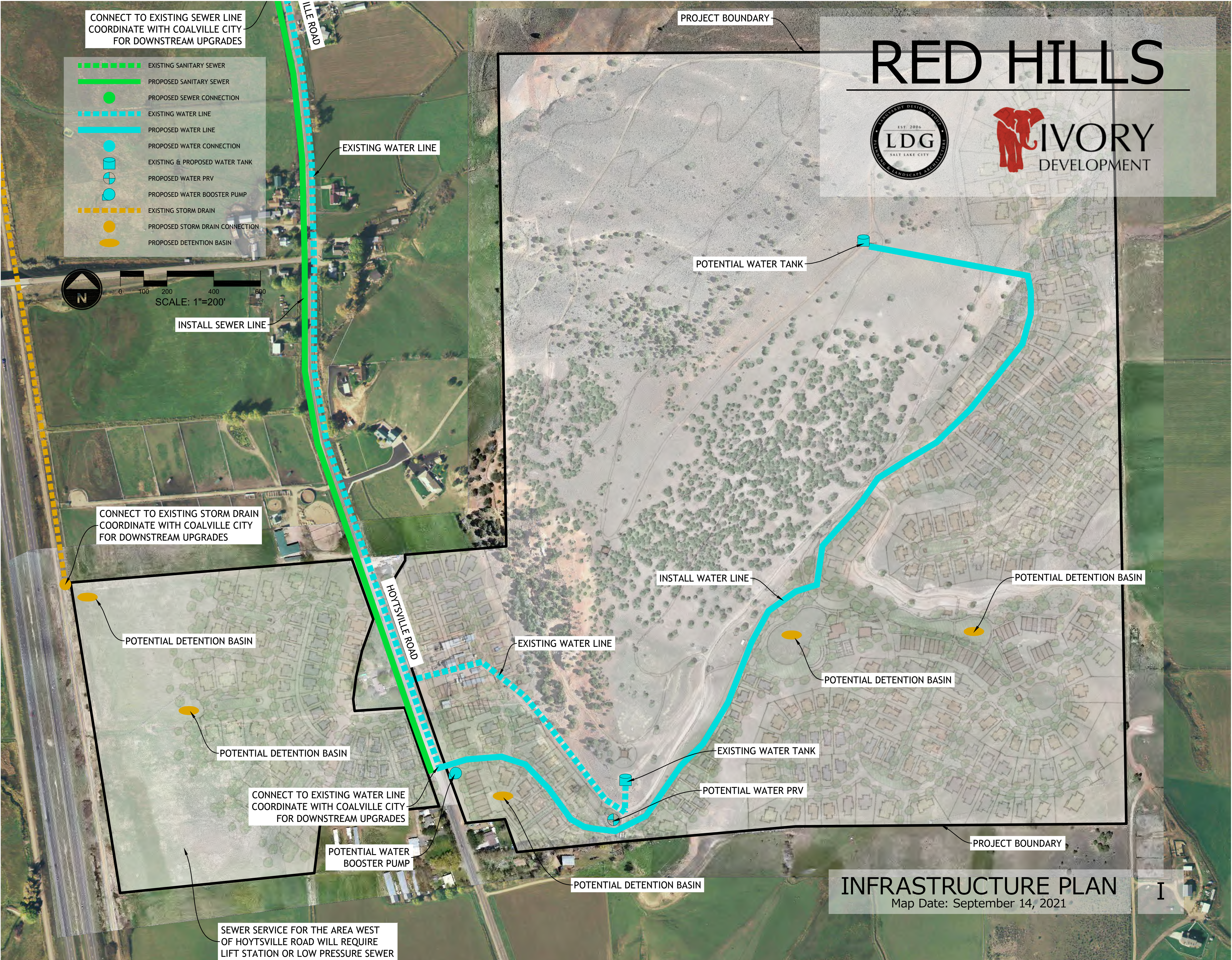


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SCALE: 1"=100'

PHASE 1 CONCEPT PLAN  
Map Date: September 14, 2021

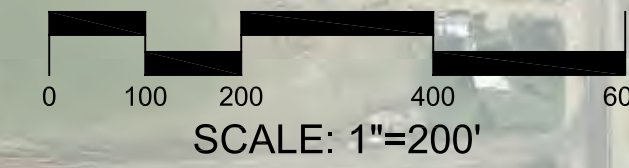
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# RED HILLS



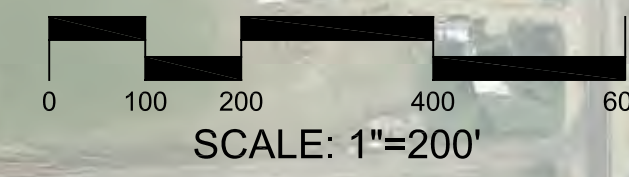
Google Earth

ARCHITECTURE  
Map Date: September 14, 2021

J



# RED HILLS



Google Earth

ARCHITECTURE  
Map Date: September 14, 2021

K