

AGENDA

Francis City Council Meeting Thursday,
November 11th, 2021, 6:00 p.m.
2319 So. Spring Hollow Rd. Francis Utah

Community Center will be the anchor location for this meeting. You may view the meeting via zoom, but no public comment will be taken via zoom.

Francis City is inviting you to attend by following the link below or by calling: 1-301-715-8592
<https://us02web.zoom.us/j/89297884496?pwd=WDRIUENhaIZsM1FyWGdKMDJlaFhTZz09>

Meeting ID: **892 9788 4496** Passcode: **674247**

You can also comment by email to comments@francisutah.org

1. Welcome, Call to Order, Pledge of Allegiance, & Thought

2. Consent Agenda

A. Approval of Bills Paid

B. Approval of Minutes from October 14th, and 28th, 2021

3. Public Comment

Comments will be taken on any item not scheduled for a public hearing, as well as on any other City business. Comments are limited to two minutes per speaker. The Council cannot act on items not listed on the agenda, and therefore, the Council may or may not respond to non-agenda issues brought up under Public Comment. Those wishing to comment should state their full name and address, whom they represent and the subject matter to be addressed. No person shall interrupt legislative proceedings. Total time allocated to public comments will be not more than 10 minutes.

4. Public Hearings

A. ADU & Short-Term Rental Code Text Amendment/Ordinance 2021-19

5. Discussion, Updates and Approval on Potential Action Items

A. Nick Berry/ Business License

B. Tifton Hills Final Plat

C. New Building

D. Stewart Ranches 5,6,7 Final Plat

E. Blind Rabbit Commercial Concept

F. Hidden Meadows Annexation/Resolution 2021-11

6. Council Business

A. Council Reports

B. Planner Reports

C. Engineer Reports

D. Mayor Reports

7. Meeting Adjourned

I certify that this notice has been posted in three (3) public places and on the Utah State Public Notice Website. Attested by Suzanne Gillett City Recorder. **In Compliance with the American Disabilities Act, individuals needing special accommodations during this hearing should notify Suzanne Gillett at (435) 783-6236 at least three days prior to the hearing.**



Staff Report

To: Francis Planning Commission

From: Katie Henneuse

Report Date: November 6th, 2021

Meeting Date: November 11th, 2021

Title: Accessory Dwellings and Short-Term Rentals

Type of Item: Code Text Amendment

Executive Summary:

An ordinance amending city code to add provisions for Accessory Dwelling Units (ADUs) was approved by the City Council in December 2020. The Utah State legislature passed House Bill 82 in March 2021. It requires municipalities to classify internal ADUs as a permitted use and prohibits municipalities from establishing restrictions or requirements for internal ADUs with limited exceptions. House Bill 82 also allows municipalities to regulate short-term rentals of ADUs. The attached code text amendment is in response to changes in State code and to add regulations for short-term rentals.

City Code:

18.15.210 Accessory Apartments

Planning Commission Recommendation:

The Planning Commission is forwarding this item to the City Council with a unanimous positive recommendation. The Planning Commission suggested adding a \$500 fine per occurrence for having a short-term rental without a permit. The City Attorney recommended instead to follow the City's code for civil penalties (18.145) which is a fine of \$100 per day.

Staff Recommendation:

Review the amendment and make revisions as necessary. Approve the proposed amendment and ordinance.

Community Review:

A public hearing is required for this item. Adequate notice of the public hearing was given.

Francis City ADU Ordinance Amendments

This supersedes and replaces the ADU ordinance Currently in 18.15.210

18.15.210 Accessory Dwelling Units (ADUs).

1. Purpose and Intent. The purposes of this Section are to assist in the creation of new housing units; to support a more efficient use of existing housing stock and infrastructure; to provide housing that responds to changing family needs, smaller households, and increasing housing costs; and to provide reasonable regulations for the construction and use of Accessory Dwelling Units within the City.

The Planning Department is vested with authority to review and evaluate applications under this Section and to approve, approve with conditions, or deny any such application. Conditions imposed for approval shall be designed to mitigate any adverse effects of an ADU.

2. Limitations on Accessory Dwelling Units

- a. External Accessory Dwelling Units ("EADU") are allowed as a permitted use in the AG-1, AG-2 or R-H zones on lots greater than or equal to one-half acre if the following conditions are met:
 1. The EADU must meet the same residential setback requirements as the zone in which it is located requires;
 2. Not more than one EADU or IADU is allowed per parcel;
 3. The Property Owner must occupy the primary residence or the EADU;
 4. HOA or CC&R requirements must be met;
 5. A building permit must be obtained for an EADU before it is constructed, and all inspections must be complete before occupancy;
 6. EADU living space may not exceed one thousand (1,000) square feet;
 7. An EADU shall provide kitchen, sleeping, and sanitary facilities that are separate from those provided within the primary dwelling unit;
 8. The EADU shall be used exclusively for the purpose of family or guest use or of offering a long-term rental of thirty (30) days or longer;
 9. The EADU may house a maximum of four (4) unrelated tenants;
 10. Two (2) off-street designated parking stalls shall be provided for the

apartment separate from what is required for the primary dwelling;

11. The EADU shall have separate utility connections from the primary dwelling; and
 12. An EADU will not be given a separate address by the City. Residences with EADUs may refer mail to the EADU by the same street address as the residence and refer to the owner-occupant as located in unit "A" and the tenant(s) in the EADU as located unit in "B," or by similar logical distinction; and
 13. Mobile homes, recreational vehicles, travel/camp trailers and similar units are prohibited for use as an EADU or for any other dwelling purpose under this Title.
- b. Internal Accessory Dwelling Units ("IADU") are allowed as a permitted use in a single-family dwelling in the AG-2, AG-1, and R-H zones. They are not allowed as a permitted use in the R-C or M-F residential zones.
1. A maximum of one (1) IADU is allowed per single-family dwelling;
 2. The Property Owner must occupy the residence;
 3. The IADU shall be located within the footprint of the primary dwelling at the time the IADU is created;
 4. The IADU shall be used exclusively for the purpose of family or guest use or of offering a long-term rental of thirty (30) days or longer;
 5. The IADU may house a maximum of four (4) unrelated tenants;
 6. A primary dwelling with an IADU shall provide parking in a manner consistent with the City's parking ordinances, rules, and regulations. In addition to the parking standards of the City and in the applicable zone, there shall be at least one (1) off-street parking stall for an IADU. If an IADU is created within a garage or carport, the parking spaces previously contained within the garage or carport shall be replaced with similar facilities;
 7. The minimum size of the IADU shall be four hundred (400) square feet of living space within the primary dwelling;
 8. The IADU shall comply with all applicable building, health, and fire codes;
 9. The IADU shall be designed in a manner that minimizes any changes in the appearance of the primary dwelling as a single-family dwelling;

10. An IADU is prohibited within any mobile home (as defined by U.C.A. §57-16-3);
11. If the primary dwelling is served by a septic tank, written approval shall be required from the Summit County Health Department;
12. The lot or parcel on which the primary dwelling is located shall be at least 6,000 square feet in size;
13. An IADU shall provide kitchen, sleeping, and sanitary facilities that are separate from those provided within the primary dwelling unit;
14. The IADU shall share all utility meters with the primary residence;
15. An IADU will not be given a separate address by the City. Residences with IADUs may refer mail to the IADU by the same street address as the residence and refer to the owner-occupant as located in unit "A" and the tenant(s) in the IADU as located unit in "B," or by similar logical distinction; and
16. An IADU shall not be used as a Short-term Rental, shall not be listed for rental on a short-term rental website or for short-term rental in any other media or publication.

3. ADU Application and Permit:

- a. Every owner of an IADU or EADU in the City shall obtain an ADU permit before any portion of a single-family residence is used for that purpose or before an EADU is constructed. A permit issued under this Section does not run with the land and expires upon the residence failing to be owner-occupied or upon the sale of the residence.
- b. An application for an ADU permit shall be filed with the Planning Department and accompanied by the fee required by the Fee and Rate Schedule.
- c. An applicant shall file a site plan and floor plan with the application. The site plan and floor plan shall demonstrate that all requirements of this section are met, including without limitation requirements related to: compliance with all health, building and fire codes; parking requirements; size of the ADU; utility services; and kitchen, sleeping and sanitary facilities.
- d. The site plan and floor plan shall be drawn accurately to scale showing property lines and dimensions, the location of existing buildings or additions, distances from buildings or additions to property lines, the location of parking stalls, utility

meters, entrances to the home, and areas within the single-family residence to be used as an ADU.

4. Noncompliance; Revocation or Withdrawal of Permit. A permit for an ADU may be revoked or withdrawn in the following circumstances:
 - a. The conditions upon which the permit has been issued no longer are maintained by the property owner;
 - b. The requirements of this Section or the permit have been violated; or
 - c. The property owner applies for a withdrawal by submitting a sworn declaration that the property owner or lawful tenant is not and will not allow any occupant to use the accessory dwelling unit in violation of this section.
5. Enforcement; Revocation of Permit. In the event of a violation of this Section, enforcement and revocation proceedings may be commenced as provided in this Chapter.

18.15.220 Short-term Rentals.

1. Purpose; Allowed Locations. The purpose of this Section is to establish the process for permitting of short-term rentals whether as a vacation rental or otherwise. The intent is to protect the integrity and characteristics of established land use districts by ensuring that short-term or vacation rentals are operated in a manner that minimizes negative impacts of those uses on neighbors, public services, and the surrounding community. A Short-term rental use is allowed as a conditional use in any residential zone.
2. Planning Commission Review. The Planning Commission is vested with authority to review and evaluate applications under this Section and to approve, approve with conditions, or deny any such application.
3. Definitions:
 - a. Responsible Party. The owner(s), agent(s) or management company responsible for the operation and maintenance of the Short-term Rental property and for its compliance with all laws, rules and regulations applicable to the same.
 - b. Occupant(s). The individual(s) renting or residing in a Short-term Rental dwelling unit.
 - c. Pets. Dogs, cats, or other domesticated animals allowed under City ordinances that, with permission of the Responsible Party, accompany the occupants of the Short-term Rental.

4. **Permit Required.** A Conditional Use Permit and all licenses and permits required by the Summit County Health Department and the State shall be required for all properties used as Short-term Rentals. The fee required by the consolidated fee schedule shall accompany the conditional use application.
5. **Application for Permit.** The application for a Conditional Use Permit shall be made on forms provided by the City and shall include a phone contact number and email address for the owner and, as applicable the Responsible Party. The application shall be accompanied by a site plan and floor plan that demonstrate that all requirements of this section are met. The plans shall be drawn to scale showing the location of all buildings, property lines, distances from property lines to all buildings, the location of all parking stalls, utility meters, entrances, and such other information as may be required by the application. The drawings shall also demonstrate compliance with all applicable building, health, and fire codes. If the application is made by any person other than the owner of the property, or if the property is not owner-occupied or owner-managed, the application shall be accompanied by a signed document demonstrating the owner's permission to use the premises as a Short-term Rental, identifying the Responsible Party, and providing all details about the identity and business operations of the Responsible Party as may be required in the application.
6. **Prior to operating a Short-term Rental,** the owner or Responsible Party shall obtain conditional use approval and shall meet all requirements of the Conditional Use Permit. At the time of, or prior to, receiving conditional use approval, the Responsible Party shall register the business with the State, and obtain a State Sales Tax ID number; proof of the same shall be filed with the City.
7. **Review.** The Planning Commission shall review complete applications for a Conditional Use Permit under this Section and shall approve, approve with conditions, or deny the application based on the criteria listed in this Section. In addition to the requirements of this Section, the Planning Commission may impose conditions that are necessary to mitigate the potential adverse effects of the Short-term Rental on neighbors and nearby uses.
8. **Reports and Taxes.** The Responsible Party shall comply with all reporting requirements incident to the use as a Short-term Rental property, and shall collect and remit all sales, resort and transient room taxes to the State Tax Commission.
9. **Noise, Nuisances and Adverse Effects of Use.** The Responsible Party shall regulate the occupancy of the Short-term Rental and ensure that:
 - a. Occupants and their pets do not create noise or other conditions that by reason of time, nature, intensity or duration are out of character with noise and conditions customarily experienced in the surrounding neighborhood;

- b. Occupants do not disturb the peace of surrounding residents by engaging in outside recreational activities or other activities that adversely affect nearby properties before 7:00 a.m. or after ten o'clock p.m.;
 - c. Occupants and their pets do not interfere with the privacy of nearby residents or trespass onto nearby properties;
 - d. Occupants do not engage in disorderly or illegal conduct, including illegal consumption of drugs or alcohol; and
 - e. The premises, responsible party and all occupants strictly comply with Utah Administrative Code Rule R392-502, Public Lodging Facility Sanitation.
10. Parking. On-street parking is prohibited. An off-street parking stall shall be provided for each vehicle, including trailers, an Occupant brings to the premises of the Short-term Rental. The number of Occupants' vehicles shall not exceed the number of bedrooms available in the Short-term Rental. Vehicles parked at the Short-term Rental shall not impede clear sight distances, create a nuisance or hazard, violate any City laws or winter-restricted parking requirement, or infringe on the property rights of any adjacent or nearby property. Parking of vehicles shall be entirely within a garage or carport, or upon a driveway or other approved paved surface. Parking is prohibited within any landscape area.
11. Camping equipment, facilities, and other temporary facilities. All Short-term Rentals shall be conducted entirely within an approved residential dwelling unit. Occupied camp trailers, travel trailers, recreational vehicles, tents, yurts, or any similar structures are prohibited.
12. Signage – Exterior and Interior. Exterior signage other than ordinary street address signage is prohibited.
13. The Responsible Party shall provide a prominent display within the dwelling unit that provides, at minimum, the following information:
- a. Contact information for the Responsible Party at which it may be contacted at any time (24/7);
 - b. All local regulations addressing noise, parking, pets, trespassing, illegal activity, and conduct; and
 - c. Any additional rules or regulations imposed by the Responsible Party.
14. Maintenance and Standards. Any property licensed as a Short-term Rental shall conform to the following standards:

- a. Structures shall be properly maintained and all facilities such as plumbing, HVAC equipment, appliances, etc. kept in a condition that is fully operational and otherwise in good repair.
 - b. Grounds and landscaped areas shall be properly maintained to ensure that the use does not detract from the general appearance of the neighborhood or create any hazard or nuisance to the Occupants or to neighboring properties.
 - c. Each habitable space shall meet current federal, state, and local building and health codes, and shall be equipped with fully functional smoke and carbon monoxide detectors located at places within the dwelling unit that comply with applicable building codes.
 - d. Garbage shall be placed in City-approved receptacles, shall not be allowed to accumulate on the property and shall be removed on regularly scheduled pick up days.
 - e. A fully functional fire extinguisher shall be located in an easily accessible location.
 - f. A fire exit route plan and statement of the maximum occupancy number for the premises shall be prominently posted.
 - g. The responsible party shall comply with all inspection requirements of the State, Summit County and the City.
15. Complaints. Complaints received by the City for any violation of this chapter will be handled as follows:
- a. A first complaint will result in an investigation and, if warranted, the City will issue a written warning to the Responsible Party; said warning shall provide notice of the complaint, a description of any violation, and actions to be performed to correct a violation. Upon receipt of a second complaint, the City will conduct an investigation, and if warranted, will take one of the following courses of action:
 - (A) Issue another warning;
 - (B) Issue a citation for violation of City ordinances or rules in accordance with Section 18.145 Penalties;
 - (C) Initiate formal cause proceedings to revoke the Conditional Use Permit and business license; or
 - (D) Initiate revocation proceedings as provided in this Section.

- b. In the event of an order to formal proceedings, the Responsible Party shall appear before an administrative law judge to demonstrate, by clear and convincing evidence, why the Conditional Use Permit should not immediately be revoked. If the Responsible Party fails to appear, the facts alleged in the notice for the formal proceeding shall be deemed to be true and the administrative law judge may take such action as it deems appropriate, including revocation of the Conditional Use Permit.
- c. Notwithstanding any other remedy in this section, violations of Federal, State or local laws may be prosecuted in any court or administrative tribunal having jurisdiction over the matter.



Staff Report

To: Francis City Council

From: Katie Henneuse

Report Date: November 6th, 2021

Meeting Date: November 11th, 2021

Title: Tifton Hills

Type of Item: Final Plat Approval

Executive Summary:

An annexation agreement for the Tifton Hills subdivision was signed in January 2007. The developer sought final subdivision approval at the December 18, 2007 City Council meeting. The project had several open items, and the City Council decided to table the item and hold a work session. The open items concerned the following:

- Obtaining UDOT approval for access off SR 35
- The location of the new well and specifications for the new water storage tank
- Obtaining easements for the sewer line
- Finalizing the plat, CC&Rs, and construction plans
- Finalizing conservation easement agreements with a conservation organization

The developer decided earlier this year to move forward with the project and to seek an amendment to the annexation agreement. The City Council agreed to amend the annexation agreement in September. The amendment removed the requirement that the developer build a well and tank since a new well and tank are being built as part of the Stewart Ranches subdivision. Instead, a payment will be made to the city in place of the well and tank.

The developer is currently requesting final plat approval for all 76 lots. The development includes a 20-foot-wide preservation easement around the north, east, and south sides of the development and a 120-acre conservation easement.

Plat and CC&Rs Review:

Staff reviewed the Tifton Hills plats and CC&Rs considering City Code sections 17.35 (Final Plat) and the Planner's staff report from December 2007. The plats and CC&Rs have undergone updates to resolve open items and to bring the plats in compliance with current code. Based on staff review, the developer has met the final plat requirements with the following outstanding items:

- Finalize the address tables after addresses are obtained from Summit County.
- Add illustrations to the CC&Rs.
- Finalize the conservation easement and holder of easement.

- Make payment to UDOT for SR35 access.

Planning Commission Recommendation:

The application for final plat approval was held by the Planning Commission at their October 24, 2007, meeting, where it was approved on a three to one vote.

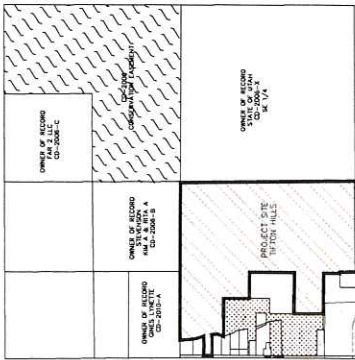
Staff Recommendation:

Approve Tifton Hills final plat with the condition that the open items be finalized prior to recording the plat. Advise the developer that the plats may not be recorded until fees agreed to in the annexation agreement are paid.

Community Review:

A public hearing is not required for this item.

LOCATED IN THE WEST 1/2 OF THE SOUTHWEST 1/4 SECTION 27,
SUMMIT COUNTY, UTAH



◆ - SECTIONAL CORNER
 ◆ - STREET MONUMENT
 (PROPOSED)
 ◆ - FOUND PROPERTY CORNER
 — - REPRESENTS PROPERTY LINE
 — - REPRESENTS LOT LINE
 - - - - - P.U.F.
 - - - - - DRAINAGE EASEMENT

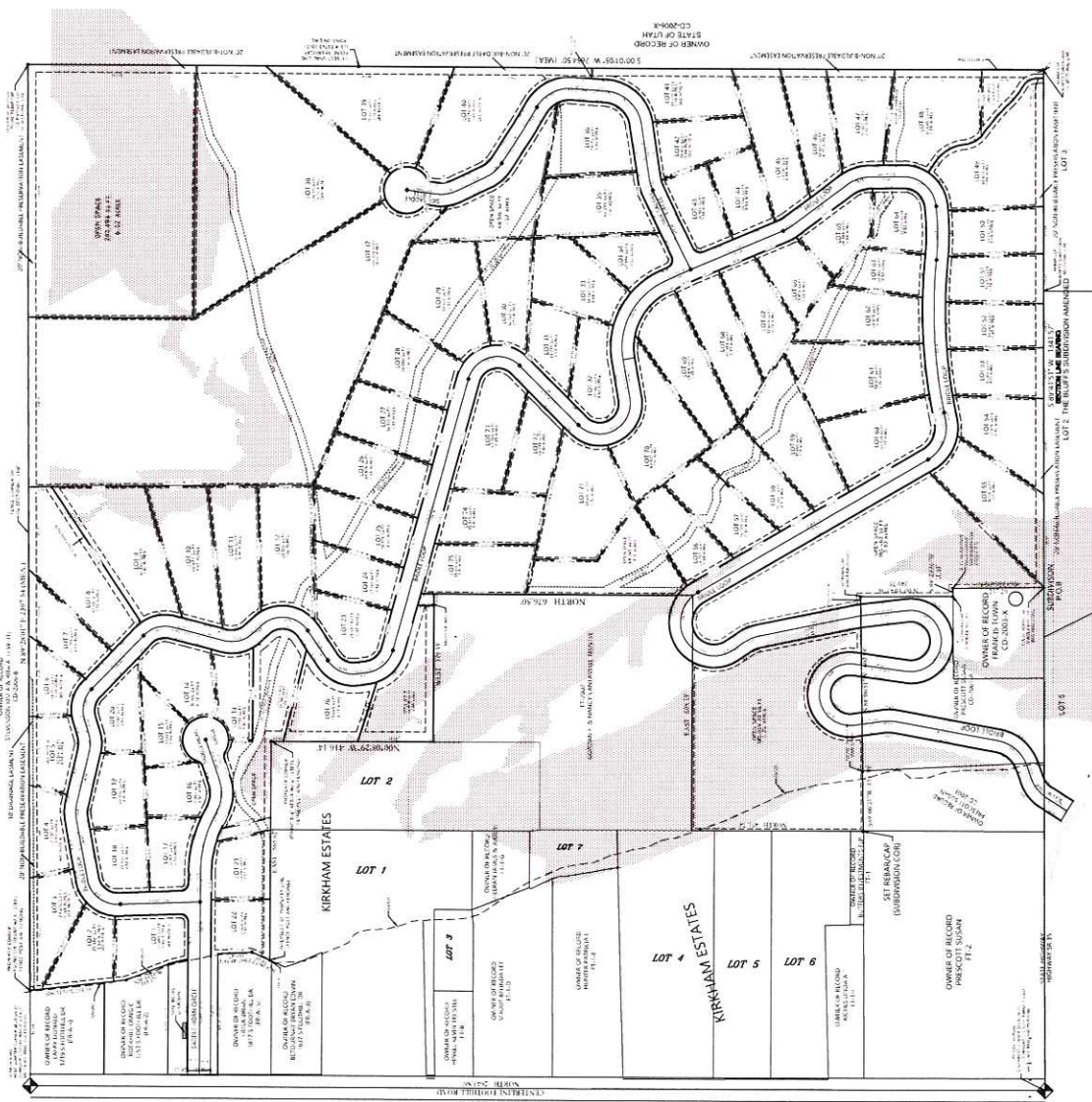
- FRONT YARD SET BACK 30'
- REAR YARD SET BACK 25'
- SIDE YARD SET BACK 12'

TYPICAL PUBLIC UTILITY

- SIDE 5'
- FRONT 10'
- REAR 5'

**SLOPE
25% OR GREATER**

ALL WEST	DOMINION ENERGY	WASHINGTON IRRIGATION COMPANY	SOUTH KAMAS IRRIGATION DISTRICT
Applicant: _____ Date: _____ Title: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Fax: _____ E-mail: _____ Signature: _____ Date: _____	Applicant: _____ Date: _____ Title: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Fax: _____ E-mail: _____ Signature: _____ Date: _____	Applicant: _____ Date: _____ Title: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Fax: _____ E-mail: _____ Signature: _____ Date: _____	Applicant: _____ Date: _____ Title: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Fax: _____ E-mail: _____ Signature: _____ Date: _____
ROCKY MOUNTAIN POWER	SOUTH SUMMIT FIRE DISTRICT	SOUTH SUMMIT SCHOOL DISTRICT	FRANCIS CITY ENGINEER
Applicant: _____ Date: _____ Title: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Fax: _____ E-mail: _____ Signature: _____ Date: _____	Applicant: _____ Date: _____ Title: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Fax: _____ E-mail: _____ Signature: _____ Date: _____	Applicant: _____ Date: _____ Title: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Fax: _____ E-mail: _____ Signature: _____ Date: _____	Applicant: _____ Date: _____ Title: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Fax: _____ E-mail: _____ Signature: _____ Date: _____



I, RICHARD L. JOHNSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 152956 IN ACCORDANCE WITH TITLE 58, CHAPTER 12, SECTION 12-101, OF THE ILLINOIS COMPILATION OF STATUTES, AND HAVE COMPLETED THE REQUIRED EDUCATION AND PROFESSIONAL LAND SURVEYORS ACT, IN ACCORDANCE WITH SECTION 12-101 OF THE ILLINOIS COMPILATION OF STATUTES. I HAVE COMPLETED SECTION 17-23.17 AND HAVE VERIFIED ALL MEASUREMENTS AND PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AS PRESENTED UNDER THE POWER OF MY COMMISSION. I HAVE CONDUCTED A REASONABLE INVESTIGATION OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND, THE AUTHORITY OF THE DEED, THE DEEDS, RECORDS, RECORDS, RECORDS, RECORDS, RECORDS, RECORDS, AND DESCRIBED HEREON, AND HAVE SUBMITTED SAID TRACT IN LOTS, AND STREETS, TOGETHER WITH MEASUREMENTS, HEREAFER TO BE KNOWN AS

17PTON SUBDIVISION

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MARKED ON THE GROUND

RICHARD K JOHANSON

[illegible]

DOWN ALL MEN BY THESE PRESENT THAT THE UNDERSIGNED (SARE THE OWNERS(S) THE ABOVE DESCRIBED TRACT OF LAND, AND HEREBY CAUSE THE SAME TO BE RTH AND HEREAFTER KNOW AS:

STATE OF UTAH)
COUNTY OF SUMMIT) S

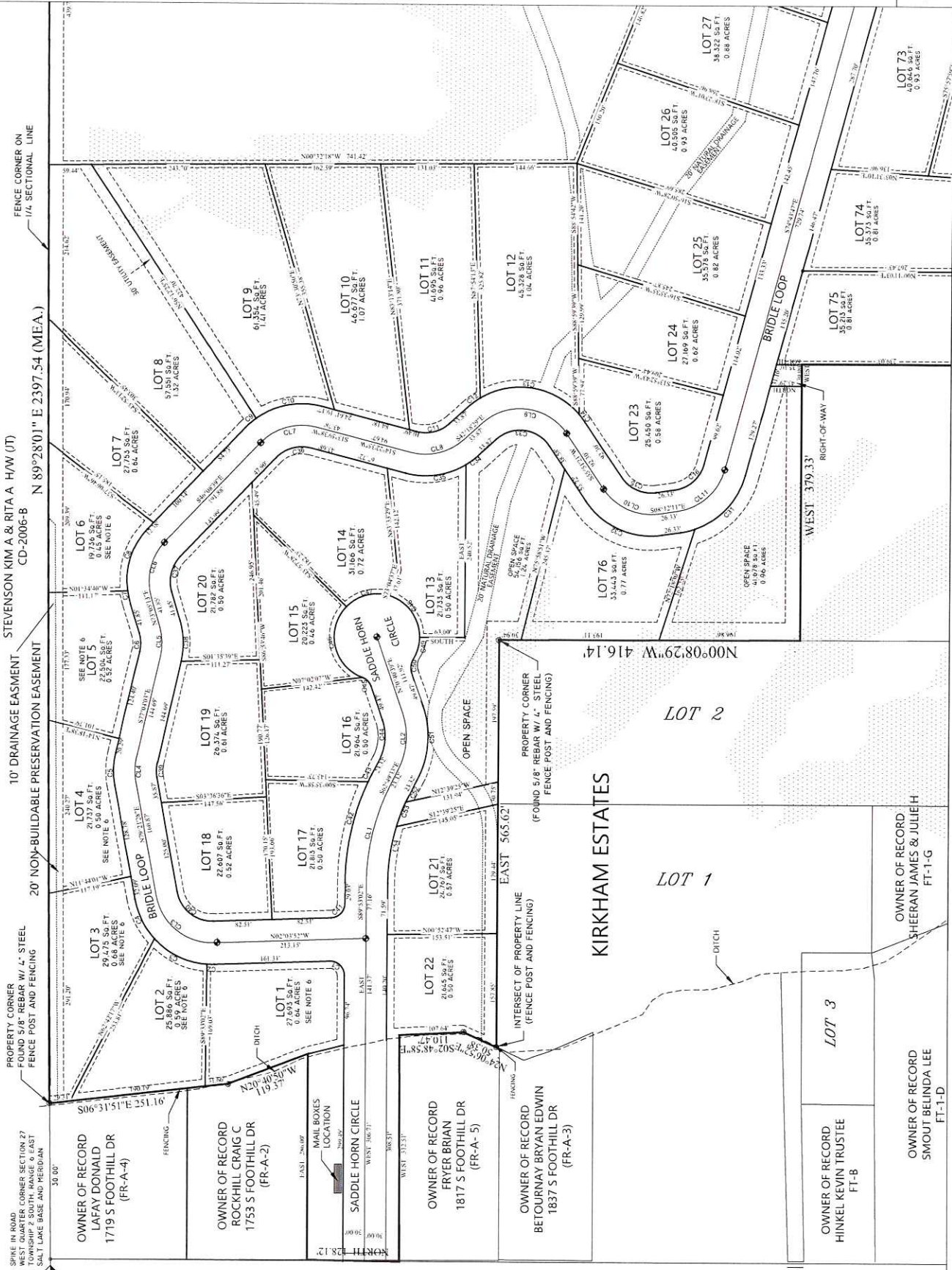
THE _____ DAY OF _____ AD, 20____ PERSONALLY APPEARED
_____ THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF
UTAH, TO ME, _____ WHO AFTER BEING DULY SWORN,
KNOWS THE CONTENTS HEREOF, HAS REQUESTED THAT I CERTIFY THE FOREGOING
TO BE TRUE AND CORRECTLY AND VOLUNTARILY FOR AND IN BEHALF OF SAID ENTITY FOR THE PURPOSES
HEREIN MENTIONED.

COMMISSION EXPIRES _____ NOTARY PUBLIC
RESIDING IN SUMMIT COUNTY

SHEET 1 OF 6

ON	COUNTY RECORDER
----	-----------------

SUPERIOR THE HANCOCK CO.		COUNTY OF SUMMIT	
BOOK _____	DATE _____	STATE OF UTAH	PLAT _____
			RECORDED AND INDEXED BY _____
			DATE _____
			INDEXED BY _____
			FILED _____



OWNER OF RECORD
LAFAY DONALD
1719 S Foothill Dr
(FR-A-4)

OWNER OF RECORD
ROCKHILL CRAIG C
1753 S Foothill Dr
(FR-A-2)

OWNER OF RECORD
FRYER BRIAN
1817 S Foothill Dr
(FR-A-5)

OWNER OF RECORD
BETOURNAY BRYAN EDWIN
1837 S Foothill Dr
(FR-A-3)

OWNER OF RECORD
HINKEL KEVIN TRUSTEE
FT-B

OWNER OF RECORD
SMOUT BELINDA LEE
FT-1-D

OWNER OF RECORD
SHEERAN JAMES & JULIE H
FT-1-G

OWNER OF RECORD
STEVENSON KIM A & RITA A H/W (JT)
CD-2006-B

SPRINKLER IN ROAD
TOWNSHIP 2 SOUTH, RANGE 6 EAST
SALT LAKE BASE AND MERIDIAN

LINE FOOTHILL ROAD
NORTH 2643.86

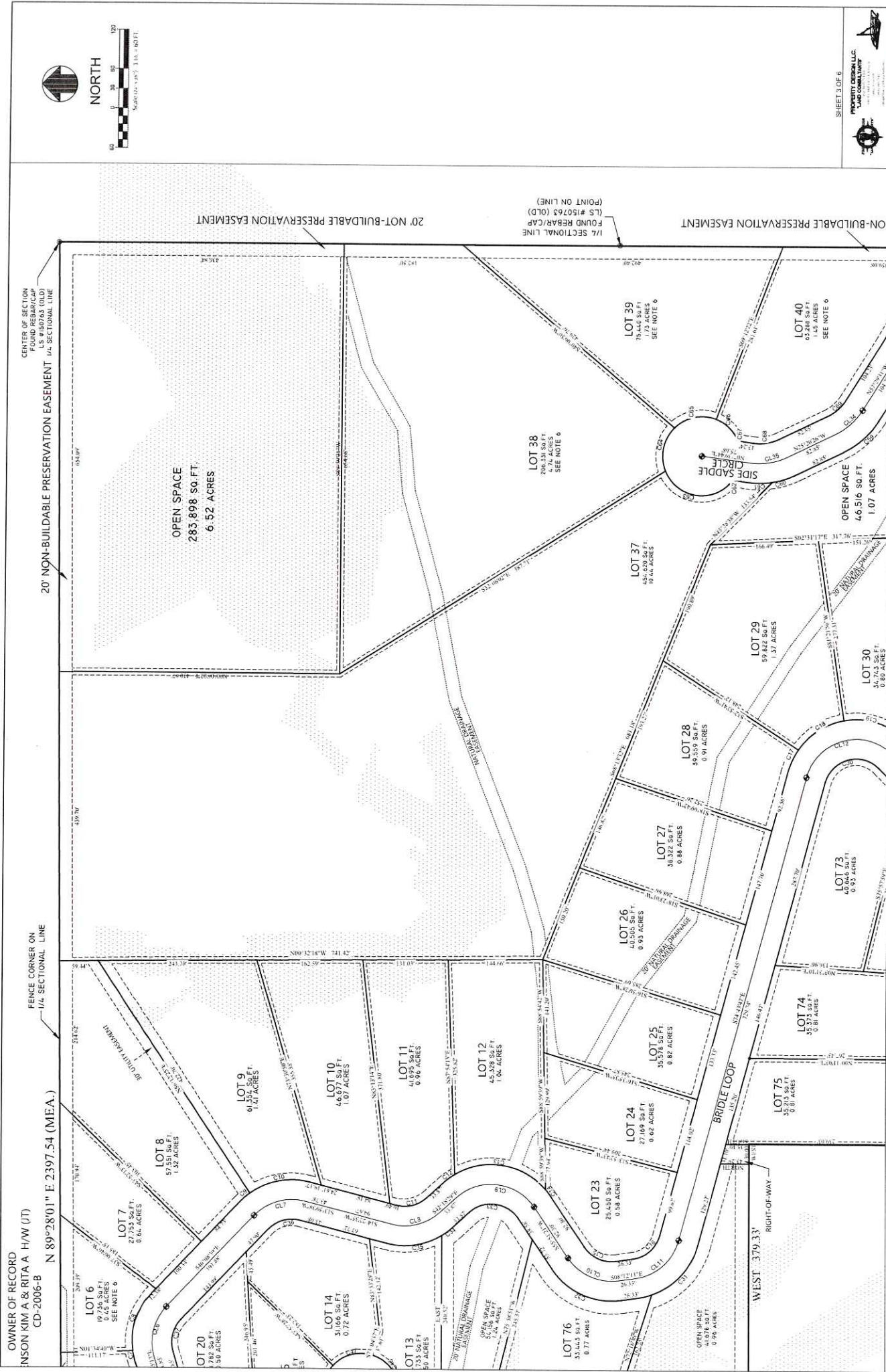
S OF BEARING



NORTH

Scale 1" = 100'

SHEET 3 OF 6



OWNER OF RECORD
INSON KIM A & RITA A H/W (JT)
CO-2006-B
N 89°28'01" E 2397.54 (MEA.)

FENCE CORNER ON
1/4 SECTIONAL LINE

CENTER OF SECTION
FOUND REBAR/CAP
LS #150763 (OLD)
1/4 SECTIONAL LINE

OPEN SPACE
283,898 SQ. FT.
6.52 ACRES

1/4 SECTIONAL LINE
FOUND REBAR/CAP
(LS #150763 (OLD)
(POINT ON LINE)

NON-BUILDABLE PRESERVATION EASEMENT

OPEN SPACE
46,516 SQ. FT.
1.07 ACRES

LOT 30
34,743 SQ. FT.
0.80 ACRES

LOT 73
40,046 SQ. FT.
0.93 ACRES

LOT 74
43,557 SQ. FT.
0.99 ACRES

LOT 75
30.81 ACRES

LOT 76
33,443 SQ. FT.
0.77 ACRES

LOT 77
41,278 SQ. FT.
0.94 ACRES

LOT 78
41,278 SQ. FT.
0.94 ACRES

LOT 79
41,278 SQ. FT.
0.94 ACRES

LOT 39
75,446 SQ. FT.
1.72 ACRES
SEE NOTE 6

LOT 40
75,446 SQ. FT.
1.72 ACRES
SEE NOTE 6

LOT 38
296,131 SQ. FT.
6.78 ACRES
SEE NOTE 6

LOT 37
434,620 SQ. FT.
9.94 ACRES

LOT 29
89,181 SQ. FT.
2.03 ACRES

LOT 28
58,559 SQ. FT.
1.33 ACRES

LOT 27
38,322 SQ. FT.
0.88 ACRES

LOT 26
40,505 SQ. FT.
0.93 ACRES

LOT 25
38,578 SQ. FT.
0.88 ACRES

LOT 24
27,169 SQ. FT.
0.62 ACRES

LOT 23
25,450 SQ. FT.
0.58 ACRES

LOT 22
25,450 SQ. FT.
0.58 ACRES

LOT 21
25,450 SQ. FT.
0.58 ACRES

LOT 20
25,450 SQ. FT.
0.58 ACRES

LOT 19
25,450 SQ. FT.
0.58 ACRES

LOT 18
25,450 SQ. FT.
0.58 ACRES

LOT 38
296,131 SQ. FT.
6.78 ACRES
SEE NOTE 6

LOT 37
434,620 SQ. FT.
9.94 ACRES

LOT 29
89,181 SQ. FT.
2.03 ACRES

LOT 28
58,559 SQ. FT.
1.33 ACRES

LOT 27
38,322 SQ. FT.
0.88 ACRES

LOT 26
40,505 SQ. FT.
0.93 ACRES

LOT 25
38,578 SQ. FT.
0.88 ACRES

LOT 24
27,169 SQ. FT.
0.62 ACRES

LOT 23
25,450 SQ. FT.
0.58 ACRES

LOT 22
25,450 SQ. FT.
0.58 ACRES

LOT 21
25,450 SQ. FT.
0.58 ACRES

LOT 20
25,450 SQ. FT.
0.58 ACRES

LOT 19
25,450 SQ. FT.
0.58 ACRES

LOT 18
25,450 SQ. FT.
0.58 ACRES

LOT 12
45,328 SQ. FT.
1.04 ACRES

LOT 11
44,611 SQ. FT.
1.02 ACRES

LOT 10
46,977 SQ. FT.
1.07 ACRES

LOT 9
61,351 SQ. FT.
1.41 ACRES

LOT 8
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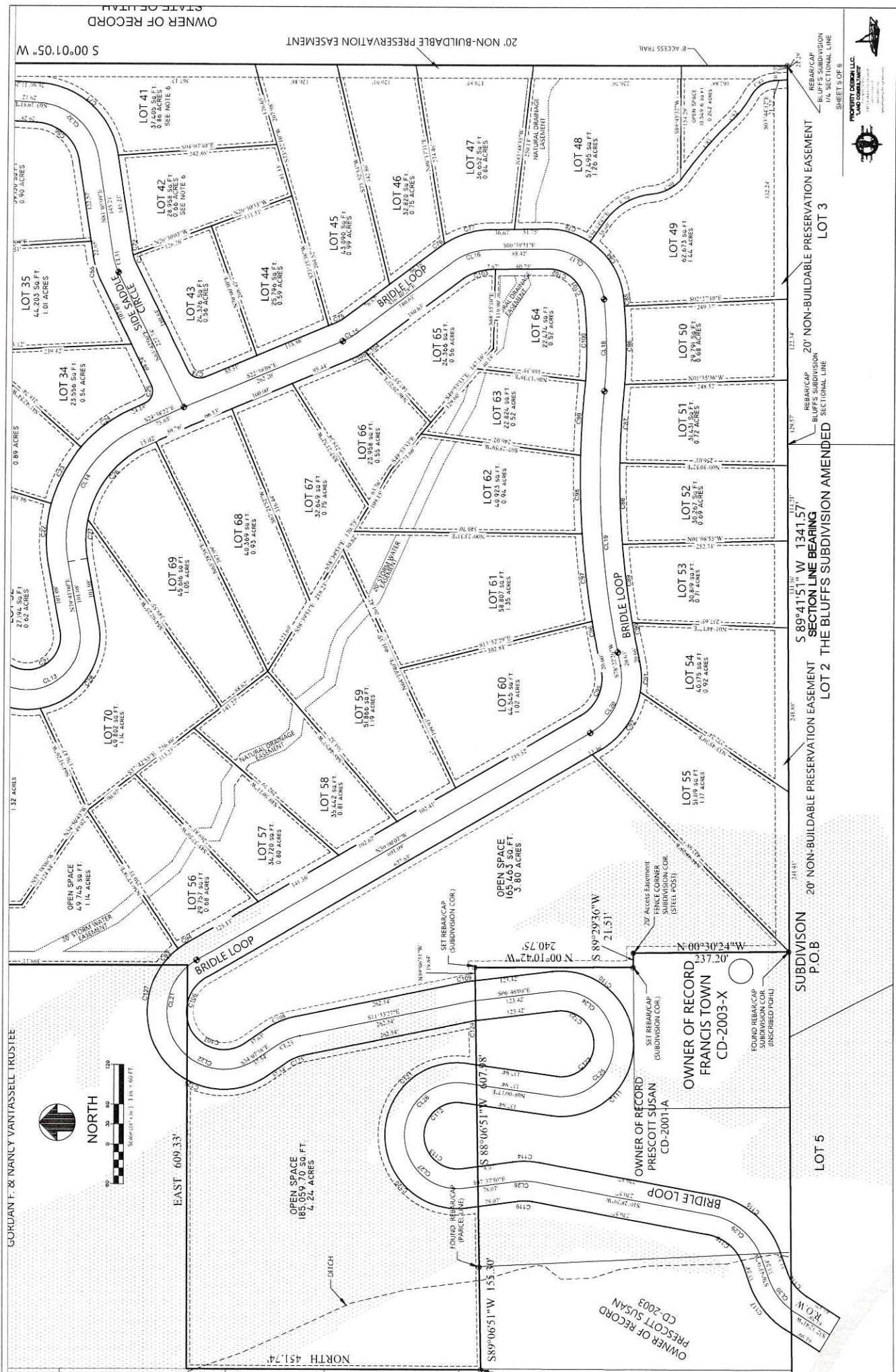
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New City Office Building

BACKGROUND

- City Council approved construction of a new building in 2009
- Francis was offered a 0% interest loan for \$639,000
- Taxes would not have increased, but was overturned by a referendum



WHY DO WE NEED A NEW BUILDING?

- Current building is too small – more employees than office space
- Current building needs many repairs – there are water leaks, new flooring is needed in bathrooms, paint/stain outside
- Current building is not ADA compliant
- Current building is not energy efficient
- Francis does not have Council chambers
- A new building could provide room for growth as City grows
- It has long been the plan to have an office which the residents can be proud of, and business can be conducted efficiently

HOW MUCH WOULD A NEW BUILDING COST?

- Two-story 7,000 square foot building would provide enough space for:
 - Council chambers and conference room
 - Lobby
 - Public restrooms and staff restrooms
 - 10-12 offices, break room, copy room, and storage room
- Cost estimate for a commercial building this size is \$1.5 – 2 million

HOW WILL THE BUILDING BE PAID FOR?

- City has been saving money annually and putting it in a new building construction fund. There is approximately \$1.4 million in this account.
- Francis qualifies for a Community Facilities Direct Loan through the USDA. The interest rate is 2.125% for 30 years.
 - Payments for a \$1 million loan would be \$3,760 monthly (\$45,120 annually).
 - Payments for a \$500,000 loan would be \$1,880 monthly (\$22,560 annually).

HOW WILL THE BUILDING BE PAID FOR?

- Summit County received money from Utah's Center for Rural Development to be used for critical infrastructure in rural areas. Francis can apply for a grant for a 40% match for water and sewer infrastructure for the new building.

CONCLUSION

- A new building is needed...we've outgrown our current building and updates are needed for the City to operate efficiently.
- A new building can be constructed by using savings, taking out a low-interest loan, and applying for grant money.
- The next step is to hire an architect and begin design.



Staff Report

To: Francis City Council

From: Katie Henneuse

Report Date: November 6th, 2021

Meeting Date: November 11th, 2021

Title: Stewart Ranches Phase 5, 6, and 7

Type of Item: Final Plat Approval

Executive Summary:

Stewart Ranches was granted Master Plan approval and Phase 1, 2 and 4 final approval by the City Council. Stewart Ranches is an AG-1 Conservation Subdivision to be built out in 11 phases. The developer is currently requesting final plat approval for Phases 5, 6, and 7. The developer has not applied for final plat approval for Phase 3 (23 townhome lots). Phases 5, 6, and 7 have a total of 41 single-family lots.

Plat Review:

Staff reviewed the Phase 5, 6, and 7 plats considering City Code sections 17.35 (Final Plat) and 17.60 (Conservation Subdivision). The developer met the final plat requirements for Phases 5, 6, and 7 with one outstanding item:

- Finalize the address tables after addresses are obtained from Summit County.

Planning Commission Recommendation:

The Planning Commission is forwarding this item to the City Council with a unanimous positive recommendation.

Staff Recommendation:

Approve the Phase 5, 6, and 7 final plats. Advise the developer that the plats may not be recorded until the remainder of the annexation fees for Stewart Ranches are paid, HOA by-laws and CCRs are finalized, and a conservation easement for the open space is finalized.

Community Review:

A public hearing is not required for this item. Public hearings were held for preliminary subdivision approval and master plan approval.

November 11, 2021

Mayor and City Council
Francis City
2317 South Spring Hollow Road
Francis, Utah 84036

Subject: Stewart Ranches Phase 5, 6, and 7 Subdivision Final Approval

Dear Mayor and City Council:

Horrocks Engineers has reviewed the submitted plats and construction plans for the Stewart Ranches subdivision for Final approval. The subdivision master plan was approved on July 9, 2020. The developer is proposing to construct phases 5, 6, and 7 that consists of 41 lots.

General Comments

- The trail in the open space will need to be constructed as part of this project.

Water

- The phases will connect to the water line in Rocky Mountain Way that was constructed as part of phase 1.
- The developer will need to provide adequate water shares for each phase to connect to the water system.

Sewer

- The development will connect to sewer main in in Rocky Mountain Way that was constructed as part of phase 1.

Roads

- The road cross section approved as part the master plan does not include a trail along the roadway. The trail will be constructed in the open space.

Storm Drain

- Storm water will be retained within the development.

We appreciate working with you on this project. Please contact our office with any questions or concerns.

Sincerely,

HORROCKS ENGINEERS



Scott Kettle, P.E.
City Engineer

CC: City Planner
Rex Campbell
File

STEWART RANCHES PHASE 5

LOCATED IN SOUTHWEST QUARTER OF SECTION 34,
TOWNSHIP 2 SOUTH, RANGE 6 EAST,
SALT LAKE BASE AND MERIDIAN.

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRC.	DELTA
C1	15.71	10.00	14.14	548°03'41"E	90°00'00"
C2	14.52	10.00	13.28	N40°33'51"E	87°11'28"
C3	91.47	208.00	90.89	N72°00'14"E	207°8'42"
C4	134.33	100.00	129.89	S28°11'57"E	317°8'42"
C5	15.85	100.00	15.84	N33°33'19"W	57°02'30"
C6	70.00	100.00	69.36	S71°13'00"E	227°8'36"
C7	150.85	100.00	151.53	S25°50'08"E	49°29'28"
C8	70.00	100.00	69.36	S39°29'35"E	227°8'36"
C9	20.13	208.00	20.12	S39°34'45"W	4°08'13"
C10	112.86	100.00	108.74	S27°08'27"E	153°53'07"

LOT	ADDRESS
501	XXXX CINNAMON STREET
502	XXXX CINNAMON STREET
503	XXXX CINNAMON STREET
504	XXXX CINNAMON STREET
505	XXXX CINNAMON STREET
506	XXXX CINNAMON STREET
507	XXXX CINNAMON STREET
508	XXXX CINNAMON STREET
509	XXXX CINNAMON STREET
510	XXXX CINNAMON STREET
511	XXXX CINNAMON STREET
512	XXXX CINNAMON STREET

- LEGEND
- PLANNED BOUNDARY LINE
 - SECTION LINE
 - CENTER LINE
 - 10.0' P.U.E. LINE
 - LOT SETBACK
 - PLANNED RIGHT OF WAY CORNER
 - CDS CURVE (SEE CURVE TABLE)
 - U.S. LINE (SEE LINE TABLE)
 - ◆ MONUMENT

STEWART RANCHES SUBDIVISION PHASE 5

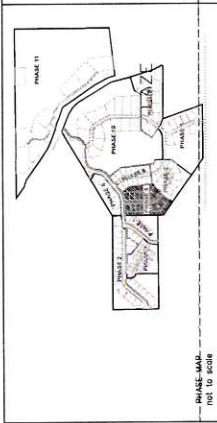
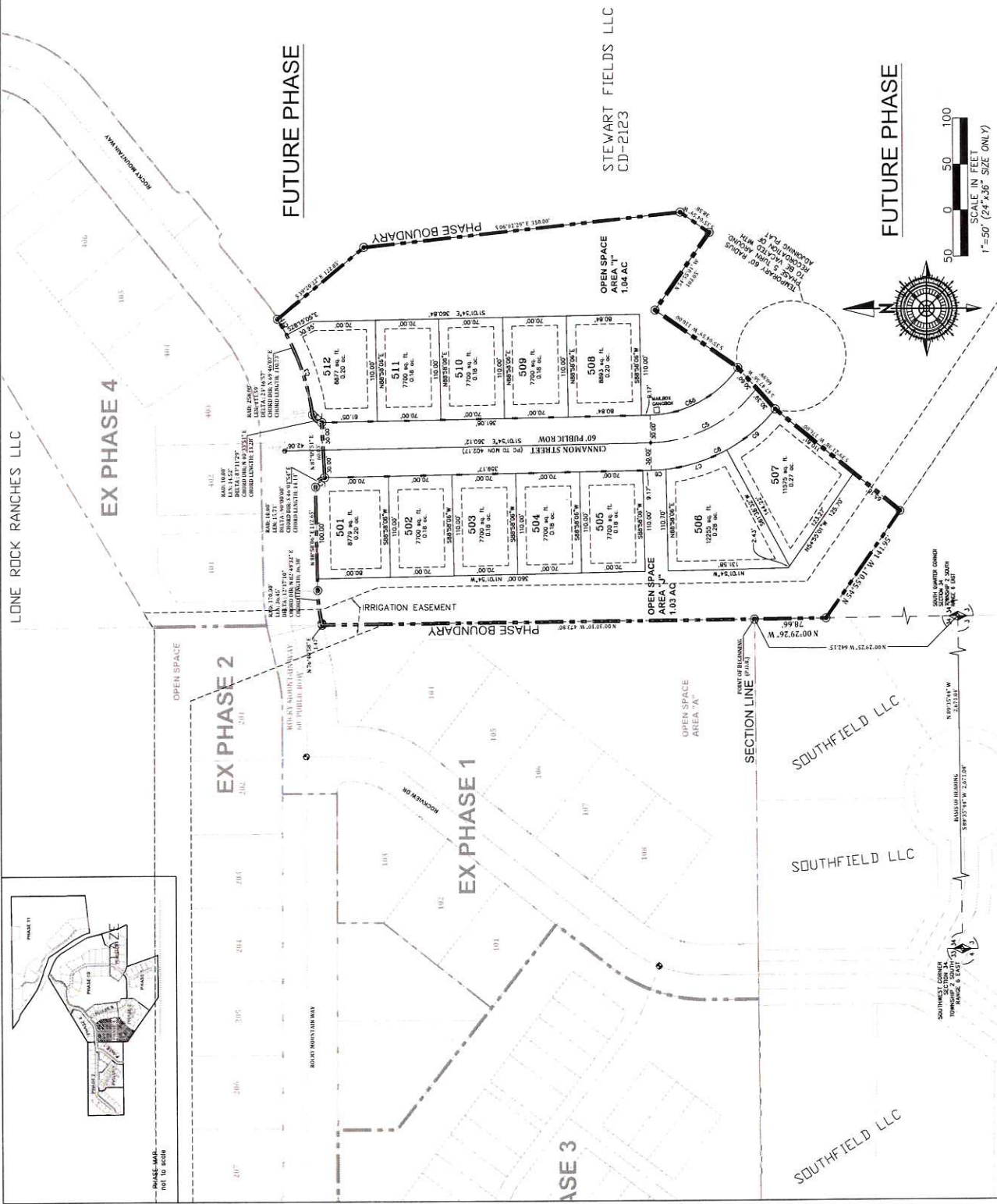
LOCATED IN SOUTHWEST QUARTER OF SECTION 34,
TOWNSHIP 2 SOUTH, RANGE 6 EAST,
SALT LAKE BASE AND MERIDIAN.

PEPG CONSULTING, LLC
SOUTHWEST CORNER
9210 SOUTH 300 WEST • SANDY, UT 84070
PHONE: (801) 582-2321 • FAX: (801) 582-2351

GATEWAY CONSULTING, inc.
PROJECT ENGINEER
710 BOYD STREET SUITE 700, BORDEN, UT 84005
PHONE: (801) 694-5848 FAX: (801) 412-7050
paul@gatewayconsulting.com

CIVIL ENGINEERING • CONSULTING • LAND PLANNING
CONSTRUCTION MANAGEMENT

SHEET NO.
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STEWART RANCHES
PHASE 6

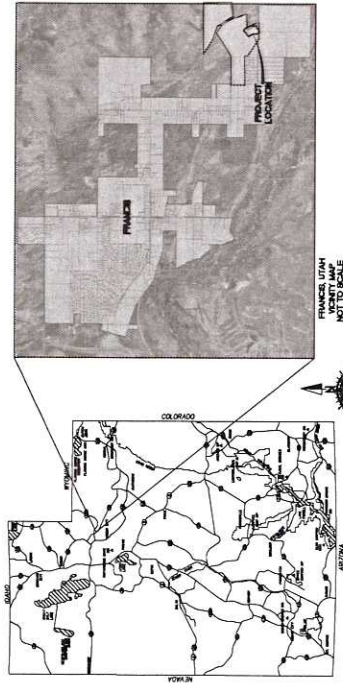
LOCATED IN SOUTHWEST QUARTER OF SECTION 34,
TOWNSHIP 2 SOUTH, RANGE 6 EAST,
SALT LAKE BASE AND MERIDIAN.

ROCKY MOUNTAIN POWER

I, _____, of the County of _____, State of _____, do hereby certify that I am a duly authorized officer of the _____, and that I have the authority to execute this certificate. I am a duly authorized officer of the _____, and that I have the authority to execute this certificate. I am a duly authorized officer of the _____, and that I have the authority to execute this certificate.

DOMINION ENERGY
QUESTART CORPORATION

I, _____, of the County of _____, State of _____, do hereby certify that I am a duly authorized officer of the _____, and that I have the authority to execute this certificate. I am a duly authorized officer of the _____, and that I have the authority to execute this certificate. I am a duly authorized officer of the _____, and that I have the authority to execute this certificate.



FRANCIS UTAH
NOT TO SCALE

NOTICE TO PURCHASERS:
THE PURCHASER OF THIS PROJECT SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE PROJECT. THE PURCHASER SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE PROJECT. THE PURCHASER SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE PROJECT.

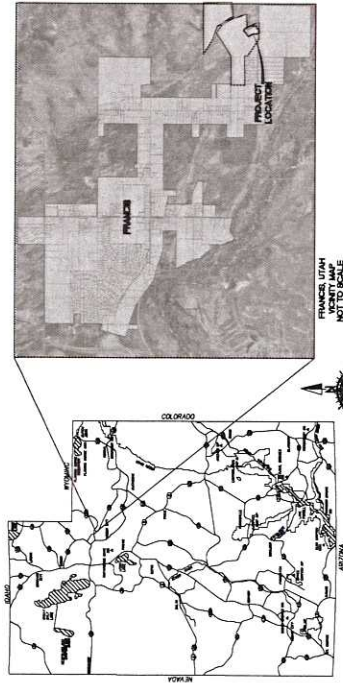
12. INDIVIDUAL LOT OWNERS WILL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE PROJECT. THE PURCHASER SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE PROJECT. THE PURCHASER SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE PROJECT.

STEWART RANCHES
PHASE 6

I, _____, of the County of _____, State of _____, do hereby certify that I am a duly authorized officer of the _____, and that I have the authority to execute this certificate. I am a duly authorized officer of the _____, and that I have the authority to execute this certificate. I am a duly authorized officer of the _____, and that I have the authority to execute this certificate.

DOMINION ENERGY
QUESTART CORPORATION

I, _____, of the County of _____, State of _____, do hereby certify that I am a duly authorized officer of the _____, and that I have the authority to execute this certificate. I am a duly authorized officer of the _____, and that I have the authority to execute this certificate. I am a duly authorized officer of the _____, and that I have the authority to execute this certificate.



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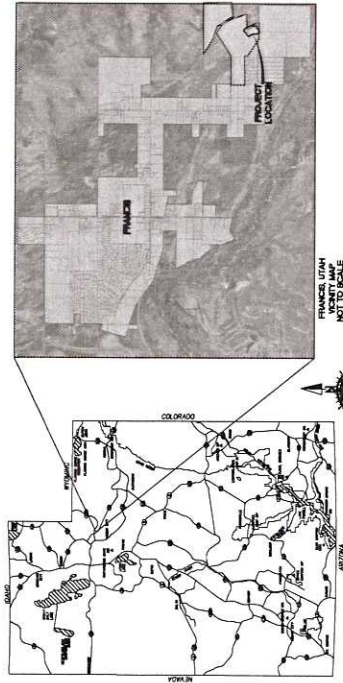
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STEWART RANCHES
PHASE 6

I, _____, of the County of _____, State of _____, do hereby certify that I am a duly authorized officer of the _____, and that I have the authority to execute this certificate. I am a duly authorized officer of the _____, and that I have the authority to execute this certificate. I am a duly authorized officer of the _____, and that I have the authority to execute this certificate.

DOMINION ENERGY
QUESTART CORPORATION

I, _____, of the County of _____, State of _____, do hereby certify that I am a duly authorized officer of the _____, and that I have the authority to execute this certificate. I am a duly authorized officer of the _____, and that I have the authority to execute this certificate. I am a duly authorized officer of the _____, and that I have the authority to execute this certificate.



FRANCIS UTAH
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STEWART RANCHES PHASE 6

LOCATED IN SOUTHWEST QUARTER OF SECTION 34,
TOWNSHIP 2 SOUTH, RANGE 6 EAST,
SALT LAKE BASE AND MERIDIAN.

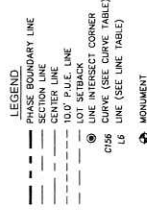
CD 201
LAZENBY

STEWART FIELDS LLC
CD-2123

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD DIST	CHORD BEC. DELTA
UT	66.74	150.00	66.70	324°42'25" 137°23'25"
C2	87.17	150.00	85.80	329°41'25" 137°23'25"
C3	104.81	150.00	103.14	329°41'25" 137°23'25"
C4	38.16	150.00	38.00	N43°10'56" W 130°05'25"
C5	81.34	150.00	81.28	N17°32'27" W 130°05'25"
C6	4.87	150.00	4.87	N6°40'27" W 132°23'27"

ADDRESS	
LOT	ADDRESS
601	XXXX SHERIFFS MEADOW DRIVE
602	XXXX SHERIFFS MEADOW DRIVE
603	XXXX SHERIFFS MEADOW DRIVE
604	XXXX SHERIFFS MEADOW DRIVE
605	XXXX SHERIFFS MEADOW DRIVE
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611	XXXX SHERIFFS MEADOW DRIVE
612	XXXX SHERIFFS MEADOW DRIVE

FUTURE PHASE



STEWART RANCHES SUBDIVISION PHASE 6

LOCATED IN SOUTHWEST QUARTER OF SECTION 34,
TOWNSHIP 2 SOUTH, RANGE 6 EAST,
SALT LAKE BASE AND MERIDIAN.

PEPG CONSULTING
9070 SOUTH 300 WEST • SANDY, UT 84070
PHONE: (801) 582-2501 • FAX: (801) 582-2501

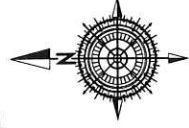
GATEWAY CONSULTING, Inc.
710 BOCA VISIONS SOUTH HERRING, UT 84005
PHONE: (801) 945-5848 • FAX: (801) 412-7058
paul@gatewayconsulting.com



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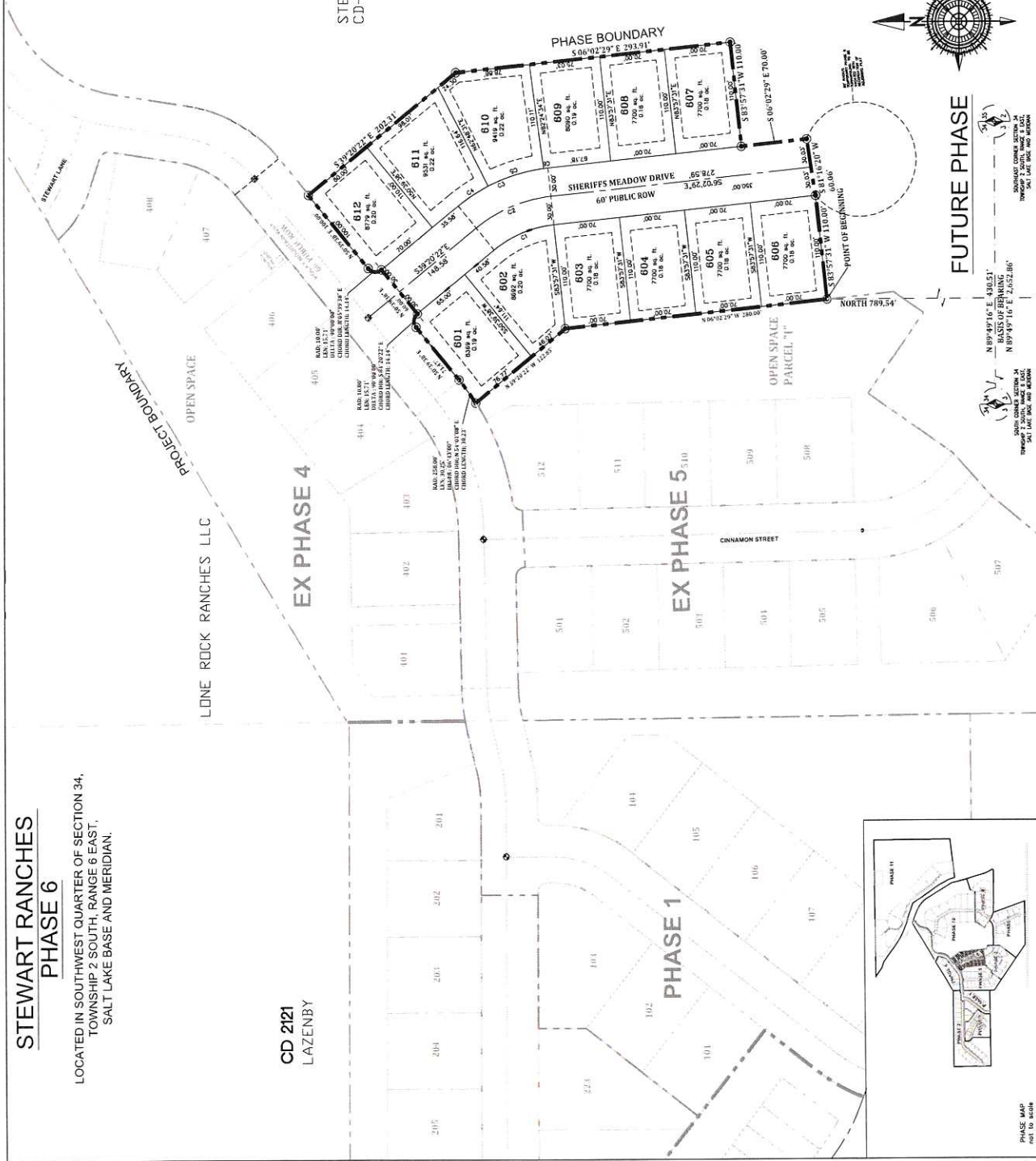
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50 0 50 100
SCALE IN FEET
1"=50' (24"x36" SIZE ONLY)



FUTURE PHASE

N 89°49'16" E 430.51'
BASIS OF BEARING
N 89°49'16" E 2,652.86'
SOUTH CORNER SECTION 34
TOWNSHIP 2 SOUTH, RANGE 6 EAST,
SALT LAKE BASE AND MERIDIAN



PHASE 6 MAP
NOT TO SCALE

STEWART RANCHES PHASE 7

LOCATED IN SOUTHWEST QUARTER OF SECTION 34,
TOWNSHIP 2 SOUTH, RANGE 6 EAST,
SALT LAKE BASE AND MERIDIAN.

FUTURE PHASE

EX PHASE 6

STEWART FIELDS LLC CD-2123

EX PHASE 5

EX PHASE 1



PHASE MAP
not to scale

CURVE	LENGTH	RADIUS	CHORD DIST	CHORD BEG.	DELTA
C1	111.72	70.00	103.46	S77°18'40"W	89°24'22"
C2	118.75	100.00	148.09	N77°18'46"E	89°24'22"
C3	240.77	130.00	162.52	S63°31'34"E	173°30'27"
C4	36.97	130.00	38.92	N67°35'37"E	89°24'22"
C5	79.02	130.00	89.15	N67°35'37"E	89°24'22"
C6	79.02	130.00	89.15	N67°35'37"E	89°24'22"
C7	127.07	130.00	137.37	N67°35'37"E	89°24'22"
C8	11.28	6.00	10.37	N67°35'37"E	89°24'22"
C9	11.28	6.00	10.37	N67°35'37"E	89°24'22"
C10	181.54	230.00	178.84	S67°35'37"E	89°24'22"
C11	83.87	130.00	83.37	S67°35'37"E	89°24'22"
C12	157.86	200.00	153.87	S67°35'37"E	89°24'22"
C13	32.07	200.00	32.04	S67°35'37"E	89°24'22"
C14	72.07	200.00	72.00	S67°35'37"E	89°24'22"
C15	189.87	200.00	182.89	S33°14'56"E	54°24'54"
C16	104.97	200.00	103.77	S33°14'56"E	54°24'54"
C17	250.68	170.00	228.58	N45°17'06"W	84°29'14"
C18	123.75	170.00	121.57	N45°17'06"W	84°29'14"
C19	34.91	170.00	34.85	N45°17'06"W	84°29'14"
C20	92.02	170.00	90.87	N45°17'06"W	84°29'14"
C21	43.88	60.00	42.72	S67°35'37"E	89°24'22"
C22	12.32	60.00	12.30	S67°35'37"E	89°24'22"
C23	294.92	200.00	286.91	N45°17'06"W	84°29'14"
C24	13.44	150.00	13.44	N45°17'06"W	84°29'14"
C25	6.74	150.00	6.74	N45°17'06"W	84°29'14"

- LEGEND**
- PHASE BOUNDARY LINE
 - SECTION LINE
 - CENTER LINE
 - 10.0' P.U.E. LINE
 - LOT SETBACK
 - PHASE BOUNDARY CORNER
 - CHORD LINE (SEE CHORD TABLE)
 - 1/8" LINE (SEE LINE TABLE)
 - MONUMENT

STEWART RANCHES SUBDIVISION PHASE 7

LOCATED IN SOUTHWEST QUARTER OF SECTION 34,
TOWNSHIP 2 SOUTH, RANGE 6 EAST,
SALT LAKE BASE AND MERIDIAN.

PEPG CONSULTING LLC
3070 SOUTH 300 WEST • SANDY UT 84070
PHONE: (801) 582-2521 • FAX: (801) 582-2551

GATEWAY CONSULTING, INC.
1414 BAYVIEW SOUTH BOULEVARD, L1 54005
PH: (801) 664-3448
patrick.gates@gatewayconsulting.com



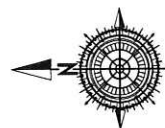
Civil Engineering • Consulting • Land Planning
CONSTRUCTION MANAGEMENT

FUTURE PHASE

CD-2123-A
FITZGERALD LANE TRUSTEE
4.69 AC

SHEET NO.
2 / 2

LOT	ADDRESS
701	XXXX CINNAMON STREET
702	XXXX CINNAMON STREET
703	XXXX CINNAMON STREET
704	XXXX CINNAMON STREET
705	XXXX CINNAMON STREET
706	XXXX CINNAMON STREET
707	XXXX CINNAMON STREET
708	XXXX CINNAMON STREET
709	XXXX CINNAMON STREET
710	XXXX CINNAMON STREET
711	XXXX CINNAMON STREET
712	XXXX CINNAMON STREET
713	XXXX SHERIFFS MEADOW DRIVE
714	XXXX SHERIFFS MEADOW DRIVE
715	XXXX SHERIFFS MEADOW DRIVE
716	XXXX SHERIFFS MEADOW DRIVE
717	XXXX SHERIFFS MEADOW DRIVE



50 0 50 100
SCALE IN FEET
1"=50' (24"x36" SIZE ONLY)



Staff Report

To: Francis City Council

From: Katie Henneuse

Report Date: November 6th, 2021

Meeting Date: November 11th, 2021

Title: Blind Rabbit Commercial Development

Type of Item: Commercial Concept Plan

Executive Summary

Barry Primos, the owner of Blind Rabbit, submitted an application for a commercial development on parcel FT-14-B, a 2.26-acre parcel in the Commercial C-1 zone. It is located at 1349 S SR 32, in front of Premier Storage.

Falling Waters Landscaping was granted approval to construct a steel building on this parcel in January 2018. In accordance with the Commercial C-1 code, a landscape plan was approved along with the building architectural design and site plan. The building was completed but was sold shortly thereafter to Blind Rabbit. Landscaping and fencing were never installed as planned.

Francis City asked the current owner to install the landscaping as planned or to get approval for a new plan. Mr. Primos has opted to submit a new plan. He would like to keep the existing building and further develop portions of the lot with additional commercial structures. Architectural renderings, a site plan, and concept pictures were submitted with the application.

Analysis – City Code

Section 18.45.020 sets permitted and conditional uses in the C-1 zone. The proposed use of the structures is for office, professional, and retail space, which is an allowed use in the C-1 Zone. A conditional use permit is not required because the structures are less than 20,000 square feet.

Section 18.45.070 lists setback requirements in the C-1 zone. The building layout as shown on the site plan meets these requirements.

Section 18.45.140 requires that architectural themes and materials be reviewed and approved by the Planning Commission and City Council. The following guidance is provided, "The treatment of building mass, materials and exterior appurtenances shall create an aesthetically pleasing building and site that is in character with the proportions of other surrounding developments. Proposed developments shall be designed with a common theme that reflects the heritage and community of Francis City. Themes may include but are not limited to agricultural or mountain tourism." Also, "All sides of buildings shall receive equal design consideration, particularly where exposed to vehicular traffic and adjacent properties. Facade shifts shall be encouraged on structures with a width greater than 50 feet or at neighboring property lines."

Sections 18.45.160 (Parking areas) and 18.100 (Off-Street Parking) set parking requirements. The layout of the parking areas meets the code requirements and the provision that "Parking shall not occur adjacent to any public street." The minimum number of parking spaces are set by the Off-Street Parking code. Two (2) spaces per 1,000 square feet are required for business or professional offices. The total square footage of the existing structure and the proposed structures is 21,950 square feet. 44 parking spaces are required, and 42 parking spaces are shown on the site plan.

Planning Commission Recommendation:

The Planning Commission reviewed this concept plan at their October 21st, 2021, meeting. The Planning Commission is forwarding this item to the City Council with the following recommendations:

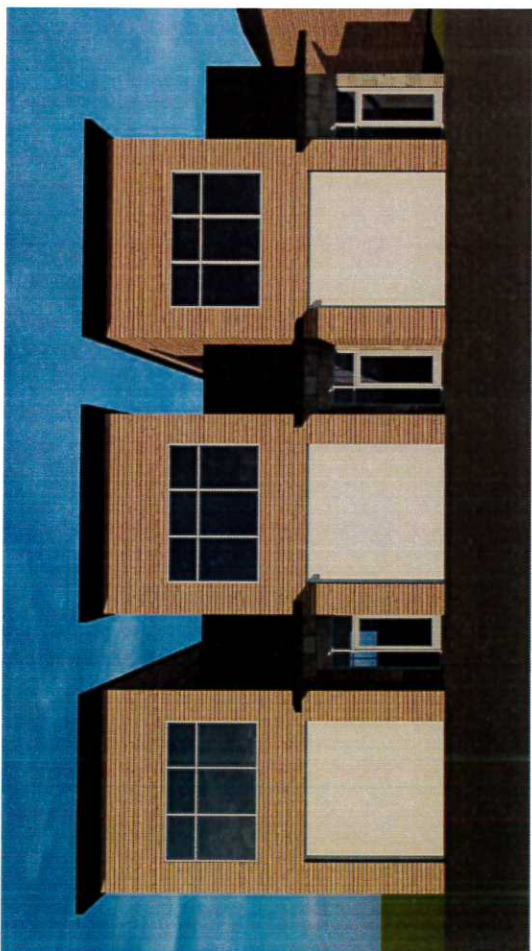
- Add additional parking spaces to the site plan.
- Coordinate the building architecture with Wes Harwood, the owner of an adjacent lot whose commercial development concept plan was recently approved.
- Move structures out of a 10-foot easement on the east side. Show the easement on site plans.

Staff Recommendation:

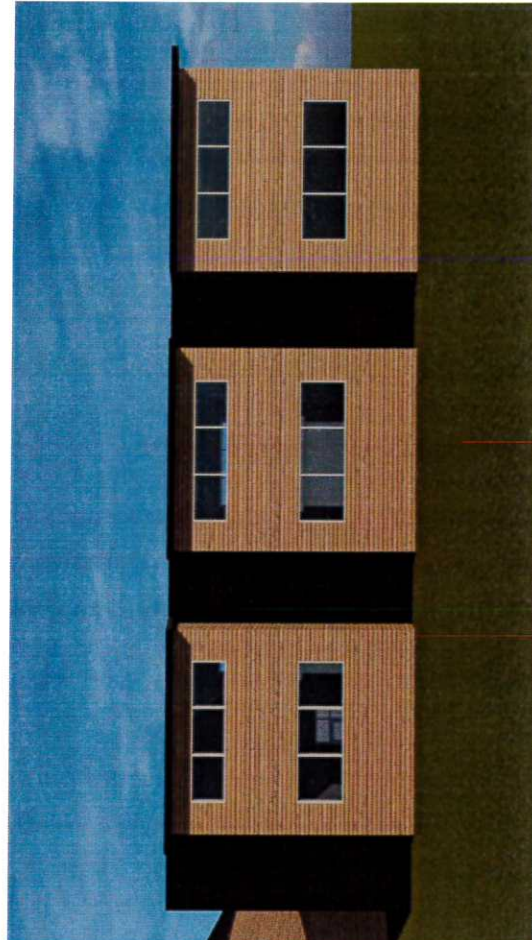
Discuss the project with the applicant and review the architectural renderings. Answer any questions that the applicant may have. Approve the concept plan with the Planning Commission recommendations.

Community Review:

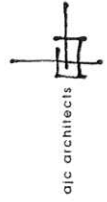
A public hearing is not required for this item. Neighbors of this project should be consulted to get their views and concerns.



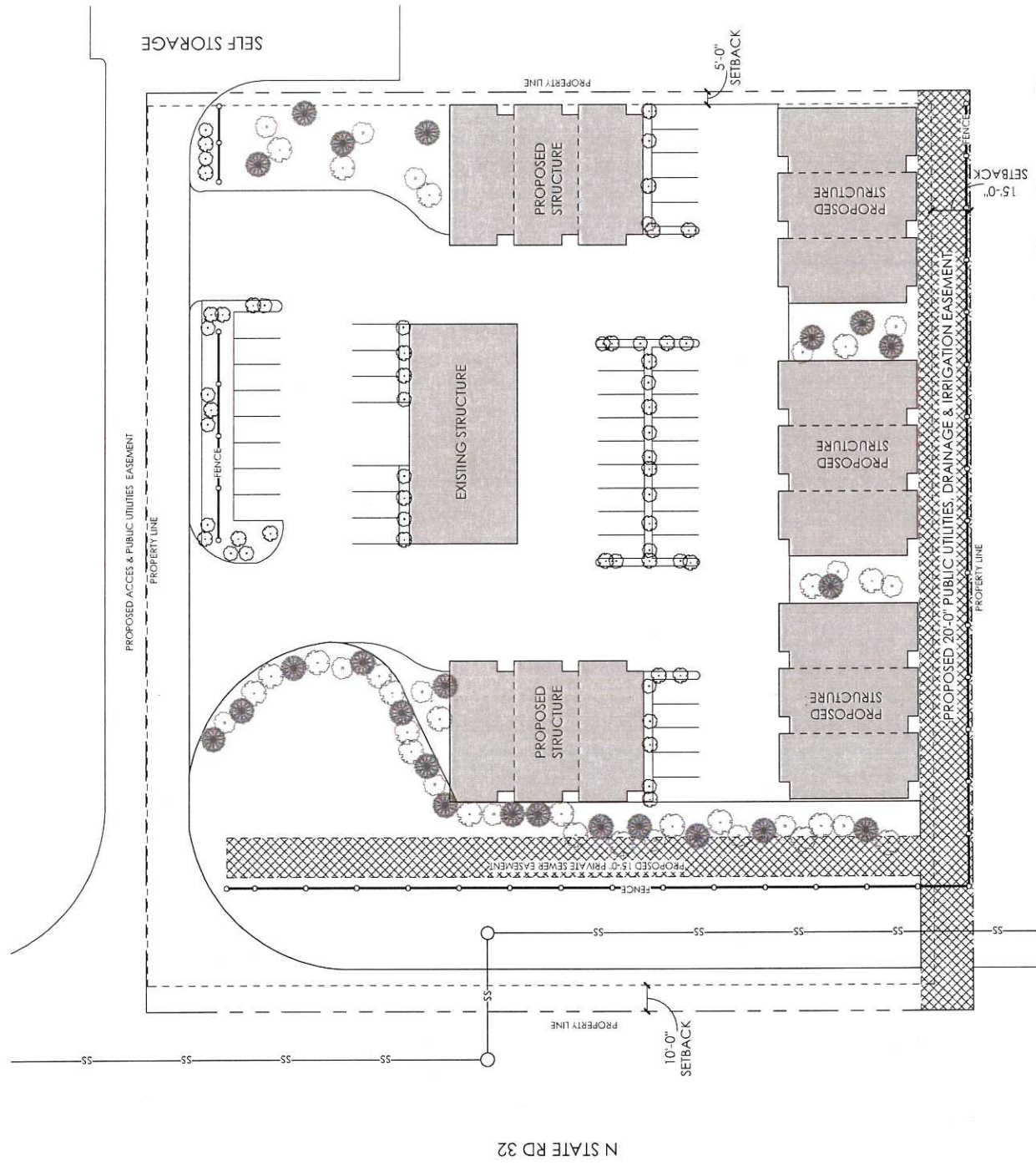
FRONT ELEVATION



REAR ELEVATION



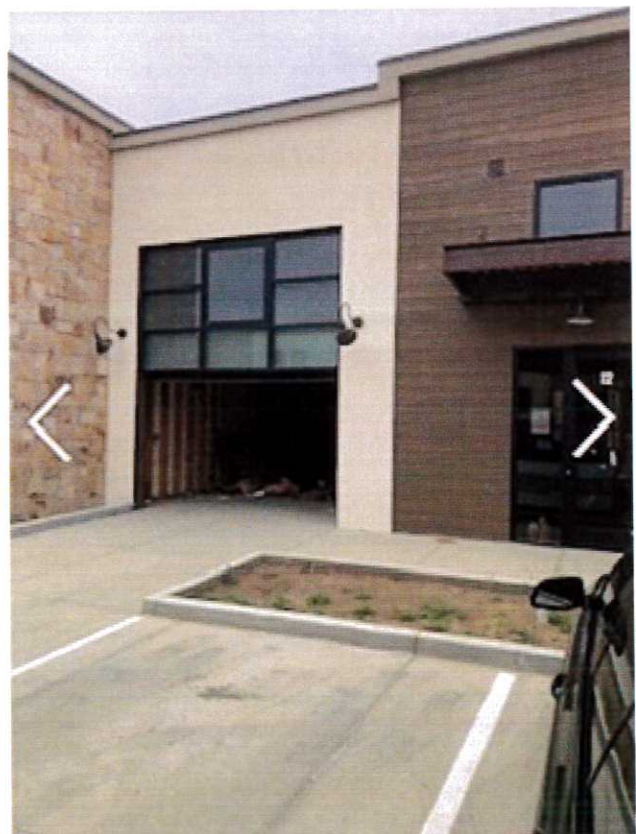
SCALE: 1" = 40'-0"

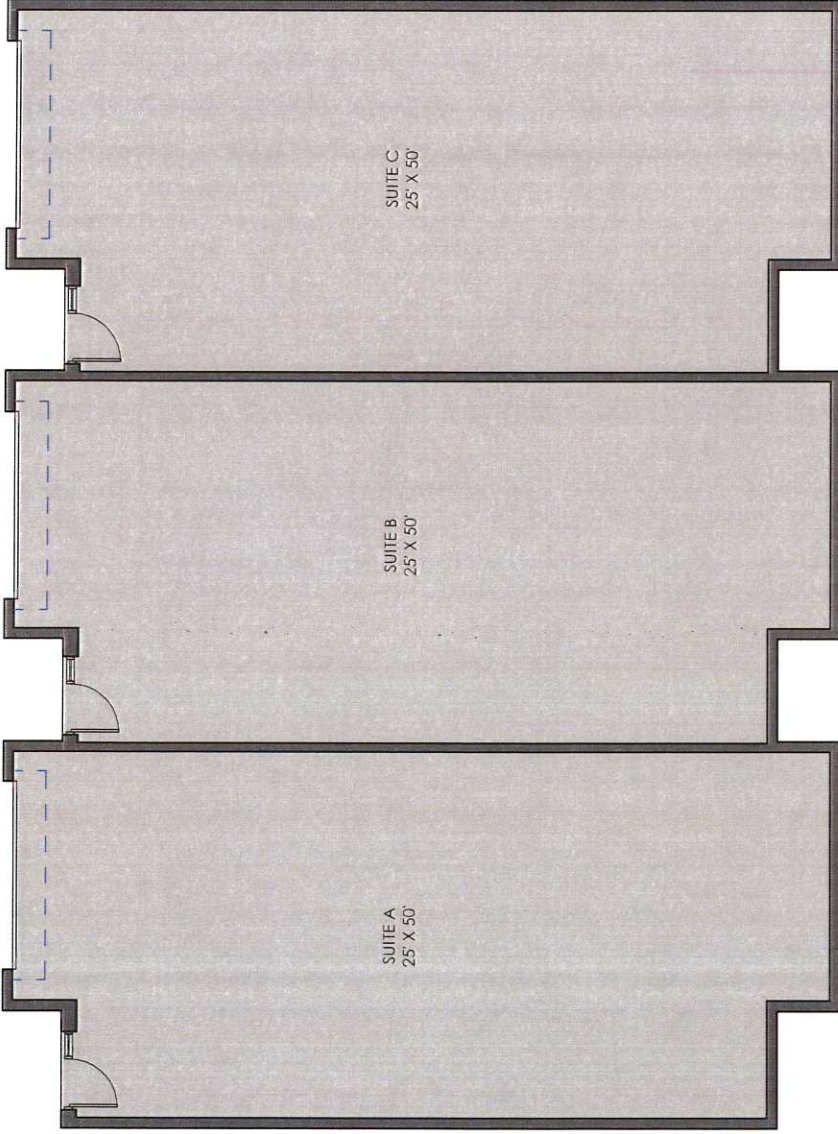


ARCH SITE PLAN
FRANCIS WAREHOUSE
06/29/21

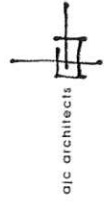
Blind Rabbit – Concept Pictures

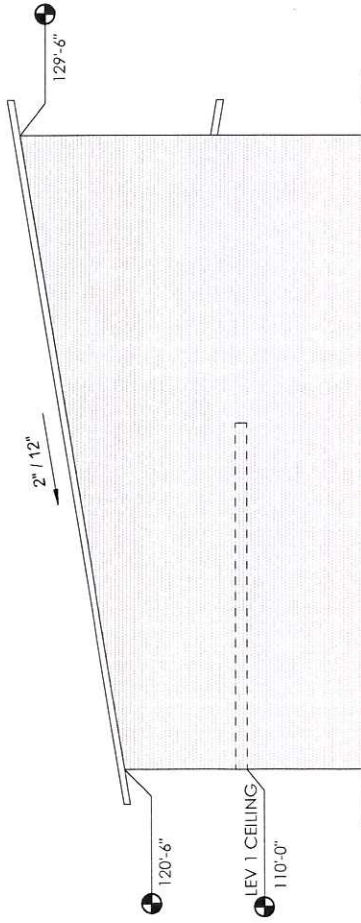




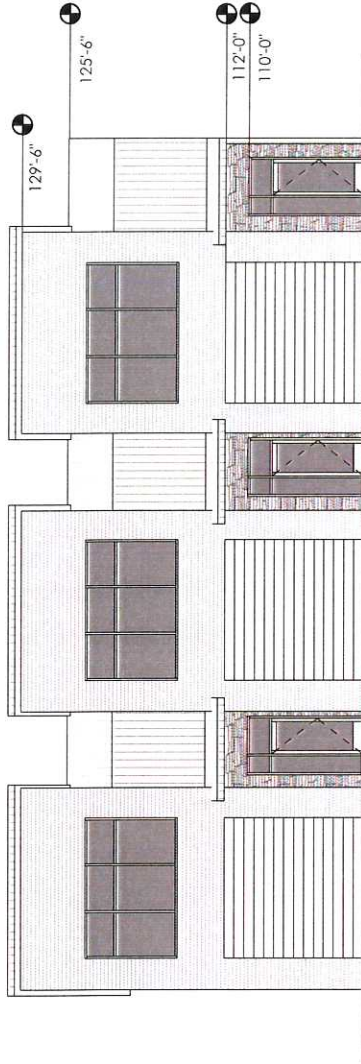


FLOOR PLAN
FRANCIS WAREHOUSE
06/29/2021

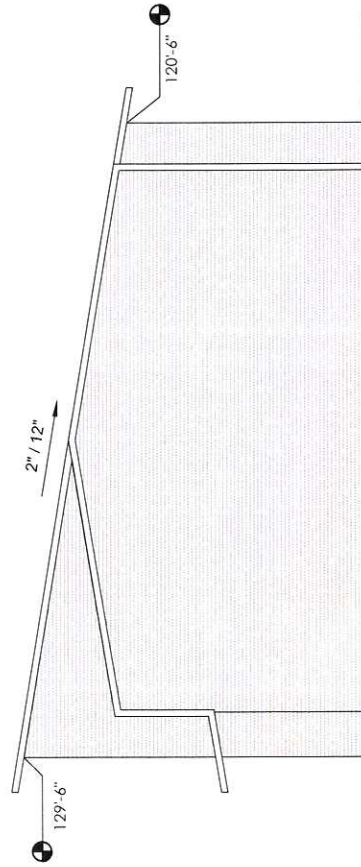




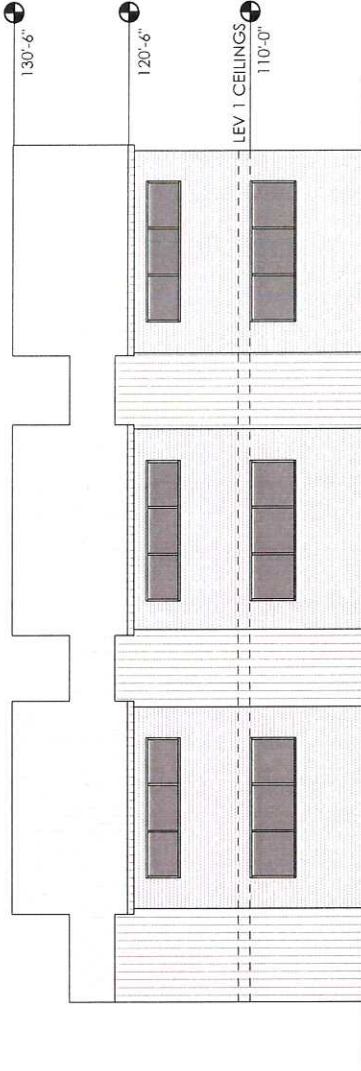
D EAST ELEVATION
3/32" = 1'-0"



B NORTH ELEVATION
3/32" = 1'-0"



C WEST ELEVATION
3/32" = 1'-0"



A SOUTH ELEVATION
3/32" = 1'-0"



Staff Report

To: Francis City Council

From: Katie Henneuse

Report Date: November 9th, 2021

Meeting Date: November 11th, 2021

Title: Hidden Meadow Ranches

Type of Item: Annexation Agreement Review

Executive Summary:

On October 28th, 2021, the City Council approved an annexation known as Hidden Meadow Ranches. The conditions of approval are to be formalized by an annexation agreement. The annexation agreement must be reviewed by the Planning Commission and approved by the City Council. Within 30 days of approving annexation, the City must file annexation documents with the Lieutenant Governor, who will then issue a certificate of annexation. See City Code section 17.10, Annexation Policy Plan.

The motion to approve the annexation and set certain terms for the annexation agreement is as follows:

Councilmember Cox moves to approve the Annexation and pass Ordinance 2021-18, An Ordinance of the Francis City Council approving an Annexation with Hidden Meadow for the Hidden Meadow Annexation Development. With the conditions as outlined in the staff report. First that the Annexation is not effective until the Annexation Agreement is executed by both the City and the developer. The Annexation Agreement should limit the number of allowed housing units to 102 single family homes and 48 townhomes. It should require approximately 80% open space; it should limit the development to the elevations as represented on the concept plan and that the concept plan should be an exhibit to the Annexation Agreement. The developer should be required to build a trail head and a public multi-use non-motorized trail dedicated to some public entity which will be decided in the very near future for maintenance that then connects to the Rocky Top Trail. The developer will provide a wildlife impact study prior to preliminary plan approval. The developer dedicates well and tank site to Francis. A Wetland study be performed and a letter of approval from the Army Corp. of Engineers submitted prior to preliminary plan approval.

The Planning Commission is scheduled to review the annexation agreement on November 10th.

Staff Recommendation:

Review the annexation agreement and suggest revisions as needed. Approve the annexation agreement.

Community Review:

A public hearing is not required for this item.

**ANNEXATION AGREEMENT
FOR THE
HIDDEN MEADOWS RANCHES SUBDIVISION ANNEXATION
FRANCIS CITY, UTAH**

This Agreement is made and entered into by and between FRANCIS CITY, a political subdivision of the State of Utah, hereinafter referred to as “City,” and Hidden Meadows Ranches Utah, LLC, a Utah limited liability company, hereinafter referred to as “Developer,” for Developer and for Developer’s real property successors and assigns, Developer being the signer of the Annexation Petition filed with the County on April 5, 2021, and the owner of the parcels of land located in Summit County, Utah bearing Summit County tax identification numbers CD-2000-6, CD-2000-A, CD-2065-2067-C, CD-2065-A, CD-2657-X, CE-1, CD-3-A, CE-2-AM, CD-3, FR-2 and FR-3 (hereinafter referred to as “the Development Parcels,” legal descriptions of which are attached hereto as “Exhibit A”).

RECITALS

- A. Francis City, acting pursuant to its authority under Utah Code Annotated (UCA) 10-9a-101 *et seq.*, and UCA 10-2-401 *et seq.* in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed annexation and, in the exercise of its legislative discretion, has elected to enter into this Agreement.
- B. Developer is the owner or owners’ agent of certain real property described on “Exhibit B” attached hereto and incorporated herein by reference, which property is proposed for annexation to Francis City and is hereinafter referred to as “the Annexation Property”.
- C. The Annexation Property, once annexed into Francis City, will be subject to the Francis City Land Use Code and other City ordinances unless otherwise approved by City of Francis. Developer and the City desire to allow Developer and others to make improvements to the Annexation Property.
- D. The improvements and changes to be made to the Annexation Property shall be consistent with the current ordinances and standards of the City of Francis, unless otherwise approved by City of Francis, any future changes to ordinances and standards of the City of Francis, and the City of Francis General Plan.
- E. Developer and the City acknowledge and agree that the development and improvement of the Annexation Property pursuant to this Agreement will result in planning and economic benefits to the City and its residents, and will provide certainty useful to the Annexation Property and the City in ongoing future communications and relations with the community.

F. The City's governing body has authorized execution of this Agreement by Resolution No. 2021-11, to which this Agreement is attached as "Exhibit C" and incorporated herein by reference.

G. The size of this Annexation requires significant investment to City infrastructure, in order to meet the additional demand on public utilities, contributions from the Developer are necessary.

H. The City has authorized the negotiation of and adoption of annexation agreements under appropriate circumstances where proposed development contains outstanding features that advance the policies, goals and objectives of the Francis City General Plan, preserves and maintains the open and rural atmosphere desired by the citizens of Francis City, and contributes to capital improvements which substantially benefit the City.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. **Recitals.** The preamble and recitals set forth above are incorporated herein by this reference.

II. **Conditions Precedent.** The City and Developer agree, understand and acknowledge that this Agreement is for the annexation of the Development Parcels within the Annexation Property. Further, the City and Developer agree and understand that this Agreement shall be a covenant running with the Development Parcels and shall bind any future owners, heirs, or assigns.

III. **Permitted Uses of Property.** The permitted uses for the Development Parcels and the Annexation Property shall be those uses specifically listed in the Land Use Code of Francis City, as may from time to time be amended.

IV. **Term.** This Agreement shall be effective as of the date of annexation of the Annexation Property into Francis City and shall continue in full force and effect from that time on.

V. **General Provisions.**

A. **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any provision of this Agreement.

B. **Authority.** The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants that each party is fully formed and validly existing under the Laws of the State of Utah, and that each party is duly qualified to do business in the State of Utah and each is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing. Developer represents to the City that by entering into this Agreement, Developer has bound

themselves, the Development Parcels, and all persons and entities having any current or future legal or equitable interest in the Development Parcels, to the terms of the Agreement.

C. Entire Agreement. This Agreement, including exhibits, constitutes the entire agreement between the parties, except as supplemented by Francis City ordinances, policies, procedures and plans.

D. Amendment of this Agreement. This Agreement may be amended in whole or in part by the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. Any such amendment of this agreement shall be recorded in the official records of the Summit County Recorder's Office.

E. Severability. If any of the provisions of this agreement are declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

F. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement. The parties agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Summit County, Utah, and the parties hereby waive any right to object to such venue.

G. Remedies. If any party to this agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available both at law and in equity.

H. Attorney's Fees and Costs. If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, no party shall be entitled to an award of its attorney fees by virtue of this Agreement.

I. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors in interest and assigns, including all successive owners of the Development Parcels. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Development Parcels. The terms of this Agreement shall be binding upon all present and future owners of the Development Parcels and shall be appurtenant to, and shall run with, said land.

J. Third Parties. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

K. No Agency Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the parties.

L. Recording. Upon execution, this Agreement shall be recorded in the official records of the Summit County Recorder.

VI. Purpose of Agreement. The purpose of this Agreement is to provide for the annexation of real property into the City, to describe zoning laws that will apply to the Development Parcels and the Annexation Property upon annexation, and to provide for future development of the Development Parcels and Annexation Property in accordance with the adopted ordinances of the City and the laws of the State of Utah, as they may from time to time be amended.

VII. Annexation. The City, pursuant to the Petition filed by the requisite number of land owners and land area within the area proposed for annexation, and in accordance with the authority granted by statute, agrees to adopt an ordinance of annexation and thereby to annex into the City the area described on Exhibit B attached hereto and incorporated herein by reference, consisting of Tax Parcels Nos. CD-2000-6, CD-2000-A, CD-2065-2067-C, CD-2065-A, CD-2657-X, CE-1, CD-3-A, CE-2-AM, CD-3, FR-2 and FR-3. The area to be annexed and the annexation shall be subject to the terms and conditions of this Agreement as well as the annexation laws and other laws of the City and of the State of Utah. The area to be annexed is part of the unincorporated area of Summit County, State of Utah. It is further agreed that this proposed annexation meets all requirements of State law in that:

- A. Contiguity: The area proposed for annexation is contiguous to the boundaries of the City.
- B. Within Expansion Area: The area to be annexed is within the area identified by the City in its annexation policy plan for possible annexation into the City.
- C. Not Within Another City: The area to be annexed is not included within the boundaries of any other incorporated municipality.
- D. No Pending Incorporation: There are no pending petitions to incorporate the area to be annexed.
- E. No Unincorporated Islands or Peninsulas: The annexation of this area will not leave or create any islands or peninsulas of unincorporated territory as defined in Utah Code.
- F. Petition Was Proper: A petition for annexation of this property meeting all requirements of Utah Code was properly filed with the City.

VIII. General Character of the Land to be Annexed.

- A. Description of Land: The Annexation Property consists of approximately 579.54 acres of land. The area proposed for annexation is located adjacent to the current northern and western boundary of Francis City.
- B. Municipal Services Required: The Annexation Property will require municipal services from the City, to be provided pursuant to City ordinances and the provisions of this Agreement.
- C. Development Parcels to be Zoned AG-2 Conservation Subdivision and must comply with recently adopted City of Francis Conservation Subdivision Ordinance.

IX. Conditions of Annexation.

A. Developer' Obligations: As material terms of this Agreement and as conditions of Francis City annexing the Development Parcels and the Annexation Property, Developer, for themselves and their real property successors and assigns with respect to the Development Parcels, agree to the following:

1. Water

a. In order to conduct development on the Development Parcels, Developer shall install any necessary facilities, both onsite and offsite to connect the Development Parcels, and any lots or units contained thereon, to the Francis City culinary water system, at Developer' own expense.

b. At the time of commencement of development, Developer (or Developer' affiliate(s), as applicable) will supply and dedicate sufficient water rights to the Development Parcels, pursuant to all City ordinances and policies and applicable State law, to provide for (i) culinary water in all constructed residences within the Development Parcels (as and when the same are constructed); and (ii) the irrigation of all land (pursuant to minimum required standard of non-agricultural use property), as necessary, within the Development Parcels.

c. Developer agrees to provide a well site parcel within the Development Parcels. Location of the well site parcel to be mutually agreed upon between the City and Developer.

d. Developer agrees to provide a parcel for the installation of a City Water Tank. Location of, and access to the parcel to be mutually agreed upon between the City and Developer.

e. Developer agrees to provide a parcel for the installation of an irrigation reservoir and well and connect to and expand the pressurized irrigation system in the nearby Hart Ranch Subdivision. Location of, and access to the parcel to be mutually agreed upon between the City and Developer;

f. Developer agrees to complete the steps described in Section IX(A)(1) prior to or concurrently with receiving final construction inspection approval for any infrastructure to be installed in any subdivision on the Development Parcels.

2. Streets

a. All required street improvements and trails and/or sidewalks within the Development Parcels as mutually agreed upon will be constructed at Developer' expense.

b. All street improvements within the Development Parcels shall conform to Francis City standards, and be approved by the City.

c. Trails and /or sidewalks within the Development Parcels shall conform to Francis City standards and be approved by the City.

- i. 4 miles of public non-motorized trails connecting to Rocky Top Trail – the trail route shall be approved by the South Summit Trails Foundation.
 - ii. Parking at trailhead of at least 0.2 acres. The area shall be suitable for all weather parking of motor vehicles, but is not required to be paved.
- d. All street connections to County roads will meet both City and County road standards.
- e. Developer will perform a traffic study. The Developer will remedy any deficiencies outlined in the traffic study.
- f. Developer will perform a wildlife impact study. The Developer will remedy any concerns outlined in the wildlife impact study.
- 3. **Sewer** In order to conduct development on the Development Parcels, Developer shall install any necessary facilities, both onsite and offsite, to connect the Development Parcels, and any lots or units contained thereon, to the Francis City sewer system, at Developer' own expense.
- 4. **Affordable Housing** Developer shall conform to the Conservation Subdivision affordable housing requirements outlined in Francis City Code.
- 5. **Additional Requirements Applicable to Developer**
 - a. Prior to obtaining approval for any project located on the Development Parcels, Developer shall submit and obtain City approval of a plan to provide for safe and adequate storm water drainage at Developer' expense, throughout the Development Parcels.
 - b. Developer will pay to the City an annexation fee of \$8,000 per lot for every lot in any subdivision on the Development Parcels in order to help offset the City's costs of providing services and infrastructure to the Annexation Property and for other City purposes. This fee to be paid in two installments. The first payment due at time of Annexation Agreement recordation with Summit County and the second installment at time of Master Plan approval or one year from the date of this Agreement, whichever is sooner. The parties may mutually agree to extend the one-year date in writing.
 - c. Developer will submit a conforming application for a conservation subdivision on the Development Parcels. It is anticipated that approximately 80% of the development area will be placed in an agricultural conservation easement. Within the confines of the Development Parcels, the subdivision will consist of no more than 150 (one hundred fifty) lots (48 town homes and 102 single family homes) on approximately 477.83 acres, as shown on the concept plans submitted to the City for review during the annexation process. See "Exhibit D". Development approval of the proposed project will be governed by all standard City ordinances and policies, unless explicitly modified by this Agreement.
 - d. Developer and Developer' successors and assigns agree to pay the City for the City's costs incurred in creating this Annexation Agreement

and in reviewing and processing the Annexation Petition and any application(s) for development on the Development Parcels, including but not limited to reasonable legal and engineering fees. These costs will be paid pursuant to the escrow account procedures and other procedures set forth in City ordinances and policies.

e. Nothing herein shall be construed to relieve Developer of the standard obligations to also pay application fees, impact fees, connection fees, and other City fees and charges, at the time of permit application or pulling permits, in the ordinary course, as part of the development process, as set forth in the existing City fee schedule. These costs will be paid pursuant to the escrow account procedures and other procedures set forth in City ordinances and policies.

Notwithstanding anything contained in this Agreement, the City reserves the right to require Developer to execute and comply with a separate and mutually acceptable development agreement in order to develop the Development Parcels, which development agreement may contain terms adding to or amending the terms of this Agreement.

B. **City's Obligations.** As consideration for this Agreement and as consideration for Developer' agreements contained herein, and in order to provide municipal services to the Hidden Meadows Ranches Subdivision ("Hidden Meadows") Annexation, the City will:

1. Annex approximately 579.54 acres known as the Hidden Meadows Annexation into the City.
2. Zone the Annexation Parcels as/into AG-2 Conservation Subdivision (Agricultural Two Acre Zone)
3. Receive, review and consider approval of a subdivision on the Development Parcels in accordance with City zoning restrictions.
4. Once the subdivision is approved, provide municipal services to the Development Parcels within the Hidden Meadows Annexation, in accordance with City standards.

Notwithstanding the foregoing, the City does not guarantee that any specific concept plans, drawings or proposals submitted by Developer prior to the granting of the Annexation Petition or thereafter will ultimately be approved by the City for development in accordance therewith during the development review and approval process.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2021.

CITY OF FRANCIS
a Utah Municipal Corporation

ATTEST:

By (signature): _____
Suzanne Gillett
City Recorder

By(signature): _____
Byron Ames
Mayor

Seal:

APPROVED AS TO FORM:

City Attorney

The terms of this Annexation Agreement are agreed to by:

a Utah _____

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

STATE OF UTAH)
) ss.
County of Summit)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, whose identity was proven to me by satisfactory evidence.

NOTARY PUBLIC

Exhibit "A"

Development Parcels Legal Descriptions

Parcel Nos. CD-2000-6, CD-2000-A, CD-2065-2067-C, CD-2065-A, CD-2657-X, CE-1, CD-3-A, CE-2-AM, CD-3, FR-2 and FR-3

Exhibit "B"
Annexation Boundary Description

ANNEXATION BOUNDARY DESCRIPTION

BEGINNING NO0°12'24"W 12.26 FEET FROM THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S 00°12'24"E 1409.35 FEET ALONG THE SECTION LINE AND CURRENT FRANCIS TOWN BOUNDARY PER HART RANCH ANNEXATION AS ENTRY #9972; THENCE ALONG THE NORTH LINE OF LOT 4 AND THE WESTERLY BOUNDARY OF THE FRANCIS ACRES SUBDIVISION PLAT A SUBDIVISION AND THE WESTERLY LINE OF PARCELS CE-2062, CE-2062-A, CE-2062-B, & CD-2063-A THE FOLLOWING FOUR COURSES: (1) S89°45'19"W 1088.06 FEET; (2) S 08°45'32"W 550.59 FEET; (3) S01°48'14"E 1302.25 FEET; (4) S01°25'22"E 654.68 FEET; THENCE ALONG THE EASTERLY BOUNDARY LINE OF PARCEL CD-2057-X THE FOLLOWING THREE COURSES: (1) S49°46'00"E 394.20 FEET; (2) S40°11'00"W 834.50 FEET; (3) S09°49'00"W 547.88 FEET TO A POINT ON THE SECTION LINE; THENCE ALONG THE SECTION LINE S89°23'46"W 702.58 FEET TO A POINT ON THE WASATCH/SUMMIT COUNTY LINE; THENCE ALONG SAID COUNTY LINE THE FOLLOWING EIGHT COURSES: (1) N41°18'00"W 923.84 FEET; (2) N36°24'00"W 1206.40 FEET; (3) N44°16'30"W 823.10 FEET; (4) N73°27'30"W 779.20 FEET; (5) N68°00'00"W 1826.10 FEET; (6) N44°03'00"W 954.10 FEET; (7) N69°29'00"W 1778.00 FEET; (8) N82°12'00"W 497.74 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF PARCEL CD-2000-X; THENCE ALONG SAID LINE N01°34'18"W 752.83 FEET TO A POINT ON THE SECTION LINE; THENCE ALONG THE SECTION LINE N89°45'34"E 3983.06 FEET TO A FOUND SUMMIT COUNTY MONUMENT REPRESENTING THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE SECTION LINE S89°57'11"E 1332.14 FEET TO THE SOUTHERLY PROPERTY CORNER OF WEBSTER ESTATES PLAT A SUBDIVISION; THENCE ALONG SAID SUBDIVISION THE FOLLOWING TWO COURSES: (1) N62°05'33"E 1001.53 FEET; (2) N11°09'41"E 149.42 FEET EXTENDING TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF THE WEBSTER ESTATES PLAT B SUBDIVISION, SAID POINT ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF LAMBERT LANE; THENCE ALONG SAID WEBSTER ESTATES PLAT B SUBDIVISION THE FOLLOWING 2 COURSES: (1) S68°37'22"E 178.90 FEET; (2) S61°07'20"E 284.26 FEET; THENCE LEAVING SAID SUBDIVISION ALONG THE APPARENT RIGHT-OF-WAY LINE OF LAMBERT LANE THE FOLLOWING SIX COURSES: (1) S46°46'32"E 82.91 FEET; (2) S44°09'41"E 385.70 TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 150 FEET; (3) 108.07 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°16'44", WITH A CHORD BEARING AND DISTANCE OF S64°48'03"E 105.75 FEET; (4) S85°26'25"E 65.50 FEET; (5) N86°42'43"E 151.90 FEET; (6) N89°41'44"E 2039.35 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 579.54 ACRES, MORE OR LESS

Exhibit "C"
Francis City Resolution Number 2021-11

Exhibit "D"
Hidden Meadows Ranches Subdivision Concept Plan