The Cedar City Planning Commission held a meeting on Tuesday, July 19th, 2022, at 5:15 p.m., in the City Council Chambers, 10 North Main, Cedar City Utah.

Members in attendance: Councilman Craig Isom, Jill Peterson, Jennie Hendricks, Ray Gardner, Adam Hahn, John Webster, Carter Wilkey
Members absent:

Staff in attendance: City Engineer-Christian Bennett, and Executive Assistant, Onjulee Pittser

Others in attendance: Laura Henderson, Rod and Laurel Cosslett, Tom Jackson, Janet Jackson, Nicholas Benson, Jesse Carter, Josh Nowell, Jaxon Allred, Ryan Shoemaker, Jen Shoemaker, Bob Platt, Steve Miller, Dallas Buckner

The meeting was called to order at 5:15 p.m.

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<td>1. REGULAR ITEMS</td>
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<td>1. Appointment of New Chairperson for Planning Commission</td>
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| Tyler stated that we needed to appoint a new chairperson; he read Chapter 8, Article 8 of the City Ordinances for the roles of the PC chair.  
Refer to City Ordinance. | | |
| 
Craig motions to elect Adam as the new chair for PC; Jill seconds; all in favor for unanimous vote. | | |
| 2. Approval of Minutes (Dated July 5th, 2022) | | |
| (Approval) | | |
| Jill motions to approve the minutes from the July 5th meeting; Jennie seconds; all in favor for unanimous vote. | | |
| 3. PUBLIC HEARING | Transportation Master Plan | Hitchcock/Ensign Engineering |
| Amendment Regarding | approx. 1400 S. Old Hwy. 91 | |
| Right-of-Way Widths | (Recommendation) | |
| Josh Nowell: We represent the developer of this property that’s located at the intersection of Greens Lake Drive and Old Hwy. 91. It came to our attention in design review that there were interesting scenarios with the road. It’s supposed to be a 100’ MP ROW, but everything from that intersection to the north was built to about an 80’ ROW. When we got the plans, we tied in the road and during a meeting with Jonathan, we had to come up with something. Instead of making everyone rip out their landscaping and parking, we came to PC for this amendment. Adam: The MP shows this as 100’ | | |
ROW, but it was built around the corner to Maverik to 80’. **Josh:** Yes. **Craig:** What do we get out of the 80’? **Carter:** Or what are we losing? **Christian:** It’s about the same amount of traffic flow. There’d be 4 full lanes and a turning lane. You wouldn’t have the on-street parking as you would with a 100’ ROW. There would be less of a shoulder with on-street parking, but the traffic capacity would be the same. **Josh:** There’s about an 83.5’ ROW that we have at the drive approach by Maverik. **Carter:** Are we on the Maverik side of the road? **Josh:** Yes. The west side of the road towards the freeway. **Carter:** What does this design do with the “T” at Greens Lake? **Josh:** There’s a drive approach at Maverik. Heading south there’s a stop sign. On the right that’s a shared drive approach that goes into Maverik and this property. We’re widening it out to the full length of the drive approach. Doing full improvements along the 200’ down Old Hwy. 91. **Christian:** There is an existing cross gutter. **Josh:** They installed that up to a certain point. The full cross gutter was installed at the beginning, and we just tied into that. **Carter:** With losing on street parking, at the new Swig & Mo’ Bettah’s location, they take up every bit of the street parking and the parking lot. Will this be an issue for not having the street parking as well? I know it’s up to code, but do you think at this location that is all the parking you’ll need? **Josh:** Based on city code and ordinance, we have more parking spaces than what’s required. **Jill:** And is Engineering ok with decreasing the size? **Christian:** Based on conversations with staff, we’re ok with the amendment along the frontage of this property. As we move south and north there is a possibility to maintain a 100’ ROW through the section north along Greens Lake Drive, and south along the existing properties and hotels. **Adam:** I thought this was amending all the way to the intersection. Where are we amending to? **Christian:** Could you clarify that? **Josh:** It's along the property frontage in front of Freddy’s Steakburgers. That was the direction we were given by Jonathan. **Adam:** Are we going to see a wide street that goes narrow and wide again? **Christian:** With their proposal to drop it to 83’, they’re matching the existing infrastructure. That will keep it in the same alignment. If we saw it in the 100’, it would jog out at the intersection and bottleneck there. **Carter:** We just talked about in the future going south, it maybe go to 100’, so why not go to 100’ right there? **Christian:** I wasn’t around during this time, but I think the hotels and existing infrastructure on the south side of the road does not have the ROW on that side of the street. In order to maintain that 100’ ROW, it would need to be granted from north of the street. **Josh:** It’s basically who takes the haircut. If you off center line and 50’ on either side and to make it fair to everyone, everything developed to the south of there would lose some property. That would take out all frontage, landscaping on Mo’ Bettah’s side, and the front landscaping for Freddy’s. In the discussions we had we could do that or modify what’s there and as a new development comes in, we could take it from that point and appease everybody as we move forward. **Craig:** With as busy as that corner is becoming, I like the idea of not having on-street parking there. **Carter:** I worry about bigger vehicles and RV’s having issues similar to Sage Dr. The City’s red curbing that. If someone comes of the freeway with larger vehicles, where will they park when they wanna go eat? Not on the street and the parking lot is not big enough from what I can see. If a business doesn’t have parking for trailers, they’ll lose business.

**Laura Henderson:** I appreciate you comment about the red curbing on Sage Drive. I have a feeling this will affect the area too. If you’re making exceptions for this area and as this property on Hwy. 91 gets developed, how many more exceptions will we need to accommodate? If you set a standard, other people will want that as well. **Steve Miller:** Is this a MP road? **Adam:** Yes. **Steve:** So, it can be changed. **Adam:** Yes.
Adam closed the public hearing.

Craig motions for a positive recommendation for the amendment to the Transportation MP for ROW widths; Jill seconds; Carter votes nay; all others vote AYE; the motion passes.

**Jennie:** Is your motion limited to a certain area? **Craig:** Just that one section.

4. Partial Easement Vacation  
   (Recommendation)  
   The Canyon at Eagle Ridge Phase 3 – Eagle Ridge Dr.  
   Meisner/GO Civil

**Dallas:** This type of easement has been done on every phase of The Canyon at Eagle Ridge. There were existing easements put in place with phase 1. It doesn’t line up with the ROW that we’re dedicating on these, so we usually bring it through with final plat, but it doesn’t impact building lots. We’re asking to vacate the existing PUE that’s hatched in red and outside the ROW and dedicate a new road that the utilities will fit inside of. **Adam:** You want to vacate the easement because all the utilities will go into road. **Dallas:** Yes. This was a temporary easement where we brought storm drain and sewer through, but the alignment that came through with the original easement that’s wider than the utilities, doesn’t fit inside the ROW. **Adam:** And there’s nothing inside? **Dallas:** Yes, but not to the west. All the existing improvements fit within the ROW. **Carter:** Are the utilities ok with this? **Dallas:** Yes. We have done this with every other phase.

**Jennie** motions for a positive recommendation for a partial easement vacation at The Canyon at Eagle Ridge Phase 3; Ray seconds; all in favor for unanimous vote.

5. Minor Lot Subd. (Simple)  
   (Approval)  
   2800 S. 5700 W.  
   Middleton/GO Civil

**Dallas:** Brad came in with the ROS on this. This road was dedicated. The parcels on the right and left were one tax id, but when the road was dedicated, it wasn’t split into 2 parcels. This minor subdivision is creating one parcel on the west side of the road, and one on the east side. **Christian:** This will be contingent upon receiving the mylar and deeds. **Dallas:** Yes.

**Carter** motions to approve the minor lot subdivision located at 2800 S. 5700 W. with the exception of what engineering needs; Jennie seconds; all in favor for unanimous vote.

6. PUBLIC HEARING  
   Zone Change: MPD & AT to R-1 approx. 800 N. Lund Hwy.  
   (Recommendation)  
   Plum Creek/Platt & Platt (21.71 acres)

**Adam:** Items #6-#17 is regarding the same property. We will address all these items together.

**Lance:** After our last couple of discussions, we revisited the project. In the upper left corner, we’re proposing to create a 22-acre single-family (SF) R-1 zoning, which will carry about 60-70 single-family homes (SFH). We have 60 on our map. The first area is to change what we had before to an R-1 zone. The next item to the south, we’re proposing an R-2-2 zone, contiguous with the approved Empire subdivision to the west along 800 N. to 3900 W. The third item is a 20-acre parcel rezone to R-2-1.
zone, SF, 7,000 sq. ft. lots. There are about 70 units there. To the south of that along 800 N. is the 15-acre piece for the RNZ zone. We’ve asked for high density down to 3,500 sq. ft. lots. Our plan is to go from 3,800 to about 5,000 sq. ft. lots with 3 plan types, ranging in size from 950 sq. ft., 2-bedroom, 1-2 bath, up to 2-story, 2 car garages, then up to 3-bedroom, 2.5 bath, 1,650 to 1,700 sq. ft. The RNZ is family homes on narrow lots, which reduces our improvement costs by doing a neighborhood mix of a full range product. Moving to the east we’ve asked for about a 20-acre piece of the R-3 zone, our highest density. It is bordered on the south by the I&M zone and on the east by the CC zone. That will contain about 53% of the total density that we’re requesting. There’s been a lot of talk about the traffic and 800 N. and 3900 W. By focusing 360-370 units in that area, partial high-density apartments/condo project to the north and a fairly dense townhouse project to the south, that will push the majority of traffic to Lund Hwy. I think that mitigates some of the concern about traffic on 800 N. and 3900 W. The last element is the rezone along Lund Hwy. is in the airport fly zone. It’s about an 8.5-9-acre piece of the CC zone. That’s the latest plan. Adam: It looks like you put every zone you could into the map. You took the notes that the commission gave you and put some work into this. Lance: Keep in mind that while the whole 75-80 acres is ¼ element of that is R-2-2, and while the RNZ zone is high-density, it really is SF homes. ¾ of the space to the west of high-density is SFH. That should meet the intent of the R-1 but giving the density to make the project work. Craig: What’s the total density overall? Lance: It’s 754 units total. Craig: What was that the original? Lance: We were at 850.

Jennie: On the R-3-M that’s 20-acres, you’ve got the northern portion drawn out as garden-type apartments, with a parking underneath and the south is straight townhomes. In the development agreement there’s no designation; it’s just the straight density. Do we have anything that, if the property were to be sold, is there anything in the agreement that says this is what’s going to be there, then someone won’t come in and slap another 340 sq. boxes in there? Tyler: If you look at the table, you can see area B will allow 394 units. Usually when we do these development agreements it’s because we don’t want townhomes and apartments. In this case this is what they’re asking for and we’re limiting how many they can put in that area. Lance: If you break it down, it’s under 20 units per acre and that’s in the development agreement. I don’t have a problem codifying our MP once we complete it as part of the development agreement. Tyler: It can be included as an exhibit. Lance: There’s a clause in there that what we’re proposing today is a conceptual plan with densities that we’re allowed to move roads around, but we’re bound to do it within that outline. Each project going forward will come to you as well. Jennie: But once the development agreement in place and zoning is changed, there’s no oversite to what’s developed there. In the drawing, you have some garden apartments with parking underneath, and some open space. If that isn’t in the development agreement there’s nothing that says that you or someone can’t go in and put 394 townhomes or whatever the density allows and end up with another sea of townhomes and parking lots and cars. I don’t have a problem with the feathering on the zoning. I like the open space, parking underneath, but it’s nowhere in there I can see that. Carter: Aside from density no development agreement has touched on what Jennie’s saying as far as design of units. We could take it one step further, but up to this point, it never has. Tyler: That’s correct. These agreements can be as complicated as we want. If we go too far down the path, I’ll need another attorney. Up to this point, we’ve restricted zoning and density. Carter: And height. Only 2-story buildings, not 3-story. Tyler: Yes. Let’s say the client of Lance sells the R-3-M portion, they can build whatever the city ordinance allows, but the density would be binding on them. Jennie: That’s my concern is that we get something that doesn’t look like that. Adam: What’s the density on the R-3-M zone? Lance: By ordinance, it’s 24 units per acre. Adam: And we’re knocking it down to 19? Do you plan to build 394 units there? Lance: That would be the whole R-3 area, which includes the 2 projects that are outlined, so it averages to under 20 units per acre when we combine them. Adam: Are you...
intending to build 394 units? **Lance:** Maybe, if we can. The conceptual plan carries that many units. **Adam:** The concern is if it’s sold more units would be built than what you’re putting on there, so it will be locked at the number of units that they put on there. **Jennie:** That’s not the question I’m asking. **Lance:** One thing that comes up in design and we have done some in town, we’re trying to put 24 units per acre on a 1–2-acre property. We end up with a single building surrounded by parking lot. The site that I proposed for that is about 14-acres for the building. The concept I have pushes at about 21.5-22 units per acre. We’re only covering 52% of the property with building and parking. We’ll have in excess of 40% of surface area that is left for amenities, open space, pickleball courts, and rec stuff like BBQ areas. R-3 at 15-20 acres works differently than trying to put that on a 2-3-acre site. That’s what makes it a concept of having a garden apartment complex rather than a standard 3-story box. **Carter:** Run through the table of where we’re at compared to the max. The max for the 19.45 acres is 24 units per acre, the SFH at 3.96 the max is 4 units per acre, the RNZ is one that I don’t know. Does anybody know? **Tyler:** It’s complicated. **Don:** It’s about 12 units per acre, and that’s net not gross, minus the streets. 3,500 sq. ft. lots. **Carter:** You could put in 12 technically, but that’s not including streets. SF homes under C, R-2-1, what’s the max units? **Jennie:** They’re 7,000 sq. ft. lots. **Carter:** He could do 6 there. SF homes max density is 4 units per acre. What’s the max on the twin homes? **Don:** You need 4,500 sq. ft. per side. As you go through this math this density on the chart is gross. **Jennie:** We talk about 3,500 sq. ft. lots on the RNZ, is there still something in the RNZ that is triggered by a proximity to an R-1? **Don:** Yes. I think it’s within 300’ in proximity to an R-1 or RE zone, you have to do bigger lot. **Jennie:** Is Lance within 300’ of his own R-1 zone? **Lance:** It’s existing. **Don:** That’s correct. **Lance:** In respecting property to the south the piece in the county that’s 1-acre lots we are over 300’ from that. **Carter:** What does the ordinance say about RNZ within 300’ of county? **Don:** I don’t think it’s within 300’. If the zone is next to a SF zone adjacent, then lots within the RNZ within 300’ would have to be bigger lots. **Carter:** But only if it’s within our RNZ zone or the county SF zoning? Are we being good neighbors? **Don:** That’s a good question. **Jill:** It would be 1 straight row. **Don:** The intent was to keep the setbacks for the new homes that are built next to an R-1 or RE zone.

**Carter:** On the R-3-M is there plans for 3-story? **Lance:** No. We’re 2-story. **Carter:** That’s not in the development agreement. **Lance:** It’s the same as any SF zone. Setbacks are adjusted for single-story. There is less setback in the sides and the rear. **Don:** It’s a 2-story max. **Carter:** In an R-3-M, once this zone is passed, it’s still not part of the development agreement. **Don:** I thought we were talking about the RNZ piece. **Carter:** Will you have 3-story? **Lance:** Yes. **Jennie:** The theoretical garden apartments and townhomes those could be held, sold or rented, in the RNZ are there going to be rentals allowed? **Lance:** The RNZ restricts us to 30% of the development. **Jennie:** If rentals are restricted to 30%, who enforces that? **Tyler:** The HOA. **Jennie:** Does this necessitate that requirement? **Carter:** Does the RNZ have to have an HOA? **Lance:** I don’t think so. **Tyler:** I’d have to review that. The City does not enforce CC&R’s. That’s a private contract with private property owners. **Adam:** These are really great questions. This is the first time that any one has come up with this. **Carter:** But once you give this there’s not any stopping anything. **Lance:** This is an experiment for us as well. Nobody’s done an RNZ. My thought was if we’re trying to do 3500 sq. ft. lots, we might as well do mobile homes. You end up with a product that’s tight and doesn’t represent what we want as a neighborhood. While we’re asking for some 3,500 sq. ft. lots, I have adjusted the density much lower than the zone allows. It doesn’t make for good project. I don’t know if we’ll go down to 3,500 sq. ft. lots. We’re fighting for inches in the design work. I imagine probably 25% of the lots will be that small, and the rest will stagger up to 5,000 sq. ft. **Tyler:** There’s nothing in the ordinance that requires an HOA. If there isn’t an HOA established, they would get private property owners in that subdivision to enforce the CC&R’s. **Carter:** Is that something you were anticipating? **Lance:** No. It’s
not required to be a PUD. That will be the workaround if we wanted control the rental and put it on the back of the HOA. It’s virtually the same configuration. We’d have 45’ streets, all utilities, c/g/s, the HOA is responsible for that. There’s always a concern on the other side that if you don’t have a strong HOA and management group, you could run into maintenance problems. It’s the responsibility of someone that you have no control over. On one hand you don’t have control over the rental and no control over what the HOA does. Jennie: As far as the open spaces in the broader project, the apartment part may be retained or sold as one piece, who’s maintaining the parking lot and open space? Lance: That’s privately maintained. Same with the townhouses; it would be a PUD with a HOA with control. Carter: In our city ordinance, in the R-3-M you’ll have to have a PUD, correct? Lance: Yes. Tyler: No, you don’t have to. Don: You wouldn’t need a PUD to do apartments or multi-family housing. Townhomes require a PUD. In the RNZ there’s open space and park requirements and you’ll need someone to maintain that. The ordinance allows the City to take those if the City choses. The RNZ does not allow for PUD’s. Jennie: They’ll be dedicated City roads with CC&R’s that may or may not have an HOA, may or may not have open space or parks that the City may or may not take if they don’t want to. Don: That’s correct. Lance: I agree with some of the limitations and issues that we know with the RNZ. As we move forward with the project, we’ll know a lot more about that. If someone doesn’t take it on, we won’t find the right concept for affordable housing. If a developer is not willing to take it on and work through it, then nobody will take it on. We won’t know how hard it is, and the goal is to modify it to work for us and the City. John: Didn’t you say that an exhibit in the development agreement or MP could be part of development agreement? Tyler: That would be it. John: Can you stipulate that’s it? You could essentially do what you wanna do with the exhibit. Tyler: That’s the exhibit, but there’s language in the agreement that says during development that the roads can change the layout, you can do some tweaks, but density is a hard number that can’t be exceeded. Lance: Jonathan and I have discussed road alignments, utilizes and MP utility realignment that will come up when we get to more than sketch and starting to engineer the layouts.

Adam opened the public hearing on items #6-17.

Sean Wharton: I am speaking for the owners in the project. Listening to the questions, I got some ideas. As we develop this project, as an owner, we’re giving Lance instruction to make something nice that we want to see. I can’t sell a block of square houses. It’s not beneficial to the City or the overall project. The RNZ is something I’m excited about. It’s a challenge for us to use the new zone and work with the City and flush out what doesn’t work. Tweak our plan to make it work. The City may come out with a better RNZ. Overall, I don’t want to bring something in that’s not a nice project. This is a 10-year project to work through. We don’t know what markets will do. The mindset of the owners is to make something and be aggressive on affordability and quality to move it along. We’re in it for the long haul. There are some benefits to the City with the detention basin and oversizing pipe surrounding neighborhoods especially for the drainage. That’s an issue. With the basin there if another flood comes along upstream, they will benefit from that. I think Lance did a great job. We’ll work through with the City. The MP is something that works for everyone. Janet Jackson: I appreciate the time you’re putting into this. I live on 800 N. The drainage on my side is lower than anyone else. There are major ditches that the farmers took care of, and that ground will go away. We were told they’ll have sidewalks, and I will have none of that. Is that fair? When you spoke about the 300’ if it’s adjacent, I’m R-1, 1 per acre less than 100’ across from me, do I have rights in the county? Please look into that. The last time I spoke to you was from my heart. Put the main road to Lund Hwy. through the development. It won’t be a surprise to them. My family made something beautiful out of an old home, and this will greatly reduce it. One of our neighbors built their dream home here and were surprised by
this. Please don’t destroy what I have worked for 40 years at. The R-2 across from me is a done deal except for the 300’, and my lane will be turned into a major through street is not a done deal. Last time you told me the MP is not written in stone. We saw it changed in this meeting tonight. I have heard you say tonight that the roads can change. Please change my road. Have you driven down my lane? We didn’t have a sign until my son made a sign when he was 10 years old that said El Rey Drive. Drive down and see how quiet it is. Have you considered other possibilities? In the last 2 days DNR has been down my street half a dozen times. They park down my lane and check if prairie dogs are ok on the land being developed. They are making sure that they are not being disturbed to protect those prairie dogs. I would like the same considerations are being given to my family and neighbors that they give to the prairie dogs. Adam: The 300’ applies to the RNZ zone; you’re not directly across. That’s an R-2-2 zone. That was another discussion. We need to clarify how it’s written when we build next to county vs. next to city and look at the language in that. Carter: It just requires them to do a bigger lot. Janet: It doesn’t apply to me, but I wish it did. Adam: I’ve been down through Monte Vista and looked at the development. Steve Miller: On 800 N. I know we can’t do anything with Empire for a zone change. My proposal is to put the road on 66’, did a slight turn on 800 N. to exit on Lund and leave Monte Vista out of it. The MP can be changed. It’s been approved by you guys. Adam: It has to be an agenda item. You can bring forward an agenda item to remove the MP road. It’s not something that the commission can eliminate. Steve: If we were able to take that road and elbow that around, they could still have access right on the bottom and to the east. I’ll make an agenda item. Carter: Does 800 N go to Lund? Adam: Not now. Carter: Nothing we’re doing involves those few parcels that go all the way. Christian: It ends at the commercial parcel. Steve: Now it runs in at 800 N. It saves the developer a lot of money too because he wouldn’t have to widen it to 66’.

Mike Adamson: Most of the new design I’m ok with. The R-2-2 in the bottom corner Empire wants to run with that with what they want to accomplish. That’s sold already. I don’t think they’re changing the plan. 45’ streets rather than PUDs everywhere. It would make a lot of us feel better what Steve said about the road and flip flop these 2 zones. F and C we put the R-2-2 up closer to Lund and put the R-2-1 where F is. To keep more SF units and it’s 7,000 sq. ft. within 300’ an R-1 subdivision on an RNZ, and medium density is 4,500 sq. ft per lot. I like Steve’s idea to elbow the road. Another thing is the property at the top in the bottom right corner. Where 800 continues, that’s a continuation that will eventually run through. That gives you 3 different points to get out. There’s one that comes through the commercial zone, and one at 800, and one that comes across where Smead would be. In the MP, is there a 66’ ROW that goes all the way through? Christian: It looks like it kind of does. On the East side of Monte Vista. We’ve talked about connecting with Equestrian Point. Propose that 800 N. section may be changed to get the traffic to flow east. Carter: That piece that’s from 3700 W. to 3900 W. doesn’t have anything to do with this development; that’s with Empire. It’s done and approved. Sean: That’s also me. Drainage is going the right way. Mike: Isn’t that under contract? Sean: It’s mine now. Mike: that’s some proposals on that to keep low density. Carter: The main purpose of putting R-2-2 there was a continuation of that same style of Empire. Lance: That was the intent. However, Mikes’ questions about reversing the 2, I have no issue with that. The plan we have, and the elements are about the same acreage. Sean: I like that idea. Lance: We can make that happen. Jennie: We’re talking about density tonight, and unless this is attached as an exhibit to the development agreement, then we’ll have to come back and modify that. Tyler: If they’re swapping densities, we’ll have to amend the development agreement and they’ll come back to PC. Lance: We’ll be back many times. Carter: And you’re not opposed to switching the 2? Sean: To not make things difficult, it was originally drawn on Empire. The detention basin and the RNZ make it contiguous with what’s existing to facilitate R-2-2 to Empire. It was originally drawn and moved over by Empire. I liked that plan and
I like this one too. The street will line up with R-2-2 and to the east it does not go the opposite way to get out. We want to keep people contained inside the subdivision, and not have to do improvements on 800 N. They can enter on Lund and 3900 which is not a MP road and it’s necessary, but beneficial long term. As we develop off of Empire, you’ll see c/g/s on the road which would be a big improvement and costly. We paid $80,000 for the prairie dog ladies to capture them. And the DNR that you see out there, they’re transplanting them. **Carter:** We do not have a MP road where their main is going through E-W. **Christian:** The only MP road is 800 N. and 3900 W. **Carter:** Is there a road on your piece that lines up currently from E-W? **Adam:** No. **Mike:** Ours is a horseshoe. We proposed that going up to line up with Empire in section F. The 66’ ROW that runs E-W has a bend in it, the road lined up with Empire that would contain everything within, but with talking to Lance, that road doesn’t line up with anything.

*Adam closed the public hearing.*

**Jennie:** I would like to commend the developer and architect for taking our input and giving us some R-1. I like commercial next to Lund and high density next to commercial. I like this conceptual plan as part of the agreement, but if you’re swapping things around, they’ll have to come back every time. **Carter:** Are you saying the R-2-2 would become the 19.45 acres? **Craig:** It is not our prerogative to make that switch. **Adam:** The agreement would have to be rewritten and the items would have to come back, because we’re not changing the zone from what’s on the agenda. **Carter:** I like that they kept the R-3-M on the one side and have taken some out. He added the R-1 and given us more.

*Carter motions for a positive recommendation for a zone change from MPD & AT to R-1; Jennie seconds; all in favor for unanimous vote.*

7. **PUBLIC HEARING**
   General Land Use Amend - approx. 800 N. Lund Hwy. Plum Creek/Platt & Platt
   From Low Density Residential (22.71 acres)
   To Medium Density Residential (Recommendation)

   *This item was discussed with item #6.*

   **Jennie:** We’re just voting what’s on the agenda. **Ray:** But, if we approve it and they want to change it, they have to come back. **Jennie:** Yes. **Adam:** Either way we vote, it will come back. **Tyler:** It seems that the commission believes that this is coming back. You’re approving this and go to City Council for approval. If the developer chooses to bring it back, he can. I wouldn’t hinging a vote that it is coming back. **Carter:** If it got a negative recommendation that would switch it and they’d have to come back.

   **Jennie motions for a positive recommendation for a general land use amendment from low density residential to medium density residential; Craig seconds; all in favor for unanimous vote.**

8. **PUBLIC HEARING**
   Zone Change: MPD & AT to R-2-2 approx. 800 N. Lund Hwy. Plum Creek/Platt & Platt (22.71 acres)
   (Recommendation)

   *This item was discussed with item #6*
Jennie motions for a positive recommendation for a zone change from MPD & AT to R-2-2; Craig seconds; all in favor for unanimous vote.

9. PUBLIC HEARING
   General Land Use Amend - approx. 800 N. Lund Hwy. Plum Creek/Platt & Platt
   From Low Density Residential (19.45 acres)
   To Medium Density Residential
   (Recommendation)

   This item was discussed with item #6
   Craig motions for a positive recommendation for a general land use amendment from low density residential to medium density residential; Jennie seconds; all in favor for unanimous vote.

10. PUBLIC HEARING
    Zone Change: AT to R-2-1 approx. 800 N. Lund Hwy. Plum Creek/Platt & Platt
    (Recommendation) (19.45 acres)

    This item was discussed with item #6
    Craig motions for a positive recommendation for a zone change from AT to R-2-1; Jennie seconds; all in favor for unanimous vote.

11. PUBLIC HEARING
    General Land Use Amend - approx. 800 N. Lund Hwy. Plum Creek/Platt & Platt
    From Low Density Residential (14.89 acres)
    To High Density Residential
    (Recommendation)

    This item was discussed with item #6
    Craig motions for a positive recommendation for a general land use amendment from low density residential to high density residential; Ray seconds; all in favor for unanimous vote.

    Carter: Can Tyler or Don do some research on that as far as what the ordinance says butting up against a commercial SF county zone vs. our City zoning? Tyler: Yes.

12. PUBLIC HEARING
    Zone Change: AT to RNZ approx. 800 N. Lund Hwy. Plum Creek/Platt & Platt
    (Recommendation) (14.89 acres)

    This item was discussed with item #6
    Craig motions for a positive recommendation for a zone change from AT to RNZ; Ray seconds; all in favor for unanimous vote.

13. PUBLIC HEARING
    General Land Use Amend - approx. 800 N. Lund Hwy. Plum Creek/Platt & Platt
    From Low Density Residential (19.79 acres)
    To High Density Residential
    (Recommendation)
Craig motions for a positive recommendation for a general land use amendment from low density residential to high density residential with the low densities defined; Jennie seconds; all in favor for unanimous vote.

14. PUBLIC HEARING
Zone Change: AT to R-3-M approx. 800 N. Lund Hwy. Plum Creek/Platt & Platt
(Recommendation) (19.79 acres)

Craig motions for a positive recommendation for a zone change from AT to R-3-M; Jennie seconds; all in favor for unanimous vote.

15. PUBLIC HEARING
General Land Use Amend - approx. 800 N. Lund Hwy. Plum Creek/Platt & Platt
From Low Density Residential (8.10 acres)
To Central Commercial (Recommendation)

Carter motions for a positive recommendation for a general land use amendment from low density residential to CC; Jennie seconds; all in favor for unanimous vote.

16. PUBLIC HEARING
Zone Change: AT to CC approx. 800 N. Lund Hwy. Plum Creek/Platt & Platt
(Recommendation) (8.10 acres)

Carter motions for a positive recommendation for a zone change from AT to CC that this conceptual is attached; Jennie seconds; all in favor for unanimous vote.

17. Consider a Development approx. 800 N. Lund Hwy. Plum Creek/Platt & Platt
Agreement With Plum Creek LLC (Recommendation)

Jennie motions for a positive recommendation for a development agreement with Plum Creek LLC that the conceptual plan is included as an exhibit with the development agreement;

Tyler: We didn’t have it at the time to include it, but the agreement calls it out. Jennie: If the whole 108 acres is sold, the configuration does not change. Tyler: The densities will not change and zoning will not change, but the configuration of roads and homes could. There is some built in flexibility.

Craig seconds; all in favor for unanimous vote.
18. PUBLIC HEARING

General Land Use Amend - approx. 200 S. 1400 W. (1.03 ac.) Boud/Platt & Platt
From High Density Residential
To SUU Student Housing District (SHD)
(Recommendation)

Bob Platt: These are 3 zone changes on the GP items. All zone changes are to SHD. Craig: Are they in the SHD overlay? Bob: I don’t think so. Carter: This is on I-15. Bob: On the west side. Craig: It’s within ¼ mile of campus. Adam: It’s all connected so there are no holes in the middle. Bob: Mr. Ence owns that upper piece between with the green house. We haven’t talked to him. Bob: That’s an existing house that’s been there for a long time. Adam: And you’re rezoning around him. Carter: The current zoning is R-3-M? Bob: Yes. The owner of this property is here. He’s also the owner of Stadium Way and College Way apartments. James Boud: I’ve been developing properties in Cedar City for about 30 years. I noticed on one of the items on the agenda that relates to my properties, it talked about high and medium being changed to SHD. Is a SHD the same as high density as far as number of units per acre? Adam: There’s different restrictions for SHD. Carter: The parking is different. Adam: Setbacks are different. Don: In the R-3-M the density is 24 units per acre, so you do 9,000 sq. ft. for the first 2 units, then 1,500 sq. ft. per lot area after that. The SHD does not have a density restriction. The major difference is parking. In R-3-M it’s 1.3 spaces per bedroom; in the SHD it is 0.75 per occupant. The setbacks are reduced. The only required is the front setback at 15’. Other setbacks would be dictated by building and fire codes. Usually, they’ll back off 5 or 10’, but if they want to increase the construction methodologies, they can get to property lines. Heigh limit is different. The R-3 is 35’ to top plate, and SHD is 50’. You can get a 4-story instead of 3. James: The potential buyer for the 1.00 acre and the 17.15 on the north of the Ence property. That buyer wants to do some dense housing. I need to be able to relay to him that by zoning all this SHD, he’ll be able to have some SHD and high density. In the SHD, if you chose not to build SH, and chose to build some townhomes or something that could work out. Adam: Can you? Jill: You can put students in the R-3, it doesn’t have to be zoned SHD. Tyler: In the R-3-zone, you can have apartments and townhomes. James: Can you on townhomes that are not SH? Tyler: If you did that, does that mean there will be less parking for a townhome in the SHD zone? Tyler: Correct. James: On student housing you have to have 0.75 parking spaces per occupant, and you couldn’t build townhouses with 3 bedrooms and stick 6 people in there, that would be against the zoning. Tyler: You can build townhomes in the SHD. Carter: If you did that, does that mean there will be less parking for a townhome in the SHD zone? Tyler: Correct. James: On student housing you have to have 0.75 parking spaces per occupant, and you couldn’t build townhouses with 3 bedrooms and stick 6 people in there, that would be against the zoning. Carter: When the city does the parking calculation, they’ll base it off 1 occupant per bedroom. James: You would designate it as a single bedroom with one person. That would be 1.3 for that bedroom. Carter: Is that how the ordinance reads? Tyler: No. Instead of doing this during a public meeting, why don’t you just meet with me and Don and go through the scenarios? This is for a zone change. We’re not here to determine what would work here. Those discussions should come before public meetings. James: I’m satisfied with the zone change, if you build student housing for shared bedroom, it’s still 1.3 in the zone but only if you designate as a bedroom for 1 student only. SUU admissions office wants this property changed to SH. I received an
letter from them. I would like to read that. If you would read the letter and forward that to Onjulee to place it in the minutes. *Refer to Exhibit “A”*. This is one of the last large parcels close to SUU for walking. **Jill:** Did you say you’d do a portion in SH? **James:** The one acre on the north of the Ence home, that is SH. The larger parcel part they said they want part of the property in student housing and other multi-density projects, townhomes and apartment buildings not necessarily for students. My understanding is to keep it separated, like an MU type. They can accommodate that with the SHD zone. **Carter:** If you zone the whole thing R-3-M and say you build townhomes, have you lowered the parking requirement because it’s in the SHD rather than R-3-M? **James:** If there are designated rooms, that would be the only way. If you build a shared bedroom, you still have a parking requirement of 1.3. It’s only if you have a bedroom for a single person that it’s lowered. **Tyler:** It will depend on how they designate it to the City. That’s how we’ll use the formula. **Christian:** That will come through during construction drawings. **Jennie:** There’s no guideline that says if a bedroom is bigger or smaller than this size then you can have more than 1 person. **Don:** In SHD it says 0.75 spaces per occupant. That is anticipating student housing. It doesn’t anticipate someone coming in and building townhomes or other units. **Carter:** It makes sense to designate which piece. **Don:** It would be a cleaner way to do parking if they propose what they want where they want it. **Jill:** If we do that one that was for sure is SH, on the north of Ence. **Carter:** Is that #18-19 or #20-21? **Adam:** #20-21. It’s the 1-acre piece. **Carter:** The top piece. **James:** The buyer indicated they want some SHD, but other types of dense housing. They’ve met with the City on this.

Adam opened the public hearing for items #18-23.

**Laura Henderson:** They are 2 different zones with 2 differ requirements. If SHD 0.75 per person and if R-3-M, seems different segments needs to be designated to fit parking. Some go into the SHD lowers the parking requirement. Townhome and student are different elements. It’s based on needs. Not one size fits all. **Nick Benson:** My wife is a professor at SUU, but I have some concerns with this. I live up the hill on Ridge Road. I got the notice in the mail. The SH gives the developer gives 50’ of height in the building what it’s zoned now. I’m concerned based on elevation a 50’ depending on how far back, is a fairly high development. The SH north of this I don’t know if those are 50’ or 35’ I think they’re 3-story, 50’ would be high. It would impact the view of my house. We have a vested interested in keeping housing and this would significantly impact me. 35’ would be fantastic, but 50’ is a lot. Another concern is the traffic. Anyone who’s lived here knows that Ridge Road is busy. It’s busier than what it was designed for, and dangerous for my kids and family. If we put that add to traffic, there’s no place to go outside of Ridge. Have we done a traffic study on how that would impact? **Christian:** High density is 20 units per acre and with the SHD, there’s not a density restriction. It’s currently zoned high density with a high traffic volume, and the existing roads are based on land use and what the GP was at the time. **Nick:** One way you could mitigate this is on Sage. I think it’s outside of the scope of what we’re talking to today. **James:** I’ve met with the city numerous times. It has always been a requirement on the 17 acres if I was going to develop that, the road would need to go through to the other viaduct. He said it would take traffic off Ridge Road and that will help. **Jennie:** Which road would that be? **James:** There’s a dirt road up to the viaduct. The entrance that will come through has already been planned out. **Christian:** This is 1400. Right now, as you come off of Ridge Road, there’s a corner and the dirt road begins there. **James:** I’m talking about Sage. It has to come in and tie into there. They already have that road marked. That’s a city requirement. **Carter:** Do we have any MP roads in this area? **Christian:** No. **Carter:** does the parcel go all the way down? **James:** No. The last acre is owned by the City. The City has tried to get buyers to purchase that, but I’m sure my buyer has talked to the City about that. I’ve seen a potential plan and it seemed like they had a few
units planned where the road won’t eat up the whole. **Carter**: As someone that uses that intersection every day, I can’t imagine putting more traffic there. **Jennie**: Who owns the road? Is that a City road? **Carter**: It’s going through city property. **James**: Kit Wareham always said to me that is a requirement. **Carter**: Can we see where the SHD boundary is in the City. **Tyler**: It’s not a MP road. If it’s going through City property, the City doesn’t have the right to say you have to put the road there. Maybe you’ll put that road in, but legally we can’t require that. **James**: That’s just what I’ve been told. No project on the 17 acres will be improved without an agreement that the road goes all the way through. **Nick**: With the increase in density, there will be a lot more pedestrian and bike traffic. We already have kids commute to school and that’s busy. They’ve made a dedicated left turn lane. A lot more students will make it a more dangerous span. I don’t know if that’s been taken into account. **Christian**: At the time of the zone change, that is something we’ll look into at construction drawings. **Nick**: Are we going to build sidewalks for the kids to get through? There is a sidewalk that leads to Ridge. There are partial sidewalks that go over the bridge to the university. I have issues with funneling that many kids through there. What’s the difference in the density of what it is now and SH? **Adam**: There’s no zone density for the SHD zone; it’s based on what you can fit on the property and still have parking. **Nick**: You don’t have an estimate based on this. **Adam**: No. **Laura**: I think this validates the need for traffic study for the potential walking traffic and safety issues. **Jen Schumacher**: My husband is a professor at SUU. We’d love to find more housing for students. We live on Ridge Road, and my neighbor, Mr. Woolsey, is here as well. Our concern is we’d like to voice some of the same things. How high will these be? If it’s 3-stories or more, it will obstruct the views from our homes. I ride my bike and walk during winters. SUU students come through different places. On the north property I see them coming up through dirt, going through a ripped fence on the overpass on I-15. There are no sidewalks and blind turns that are pedestrian issues. I agree with those things. Seems dangerous. Putting more students in that area seems to be a problem. I would like to see that land used well if there’s a road through. Something needs to be done there if you’re adding more to keep traffic from going up Sage and Ridge Road and over. And the bottom half is a long walking distance, which may be problematic. If it’s student housing, who maintains it? Does SUU maintain the appearance? **Adam**: No. It’s not owned by the university. **Jen**: Some of the SH is pretty derelict.

Adam closed the public hearing.

**James**: I’ve worked with Kit in the past, the road came through there required a sidewalk and he stated that he would never allow a building that would be built so high that would interfere with someone above. You have that power. Just because the zone has no density requirement doesn’t mean you don’t have power. **Tyler**: They have no power of what goes in there. They can determine the zone, and the zone determines what goes in there. **James**: This is the last parcel close to campus, which has not met the needs for students in the last 7 years. At Stadium Way and College Way, no applications were accepted until January 25th, and on January 25th, we opened the flood gates. We would allow 40% at Stadium Way, 60% female, 40% male, and 50 units were filled in 7 days. College Way took a month. Further from campus it took 3 months to fill up the guys. There was a horrendous demand. When there’s a vacancy, we fill it immediately. **Adam**: We do see the demand, and I understand why you’d like to build this. **Carter**: I’d like to see the general land use plan. **Adam**: It’s currently zoned R-3-M and all of property. The question is, with this information, does the commission want to allow the general land use and rezone the property? **Jill**: I’m hesitant. I’d be willing to do the parcel to the north is ok, but we don’t want that, especially if it’s going to be broken up. Let’s not change it all. **James**: Why don’t you give me the acre to the north? They’ll close on it the moment this is approved. On the other side of the Ence property and the 17-acre property and tell them they need to show where student
housing will go, how much and what to do with the rest. We’ll come back and let them give it. It’s all planned out. **Adam**: We’d love to see the plan. This is not the intent of the SHD. **James**: We may only end up with 1/3 as student housing and the rest we can leave it as it is. **Adam**: Is your intent to pull items #21-23? **James**: My intent is to continue them with a date to talk to the buyer first. **Tyler**: If we table it, we have 30 days. If it goes beyond that, we can pull them, and we’ll be back. The dates would be August 2<sup>nd</sup> and 16<sup>th</sup>. **James**: I think August 16<sup>th</sup> is good for me. **Adam**: We’ll table this until August 16<sup>th</sup>, or you’ll need to pull the item, resubmit it and bring it back if it’s later. **James**: Let’s set it for the 16th. **Adam**: For the commission, we’ll address items #18 & #19, we’ll table items #20-23. **Carter**: I have concerns over pushing SHD over such a massive boundary. We’re crossing I-15. Are we going to cross other larger geographical boundaries that have kept the SHD confined to this part of town? **Jennie**: I share that valid concern. Once we do that, that creates a precedent. **Carter**: There’s already student housing there, but what are we opening for other potential things? **Adam**: We don’t run on precedent here. **Jill**: For the student housing in R-3-M, you have to put in parking. **James**: Most of the units were built before it was popular. If I had to do it again, I’d do single bedrooms. Willow Brook has turned their units into single bedroom. **Jennie**: I’m not comfortable with doing a plan change so drastically. **Tyler**: If he wants to go through process, he can. **Adam**: We’ll table items #20-23.

**Jennie** motions for a negative recommendation for a general land use amendment from high density residential to SHD; Ray seconds; Craig and John vote NAY; everyone else votes AYE; motion passes for a negative recommendation.

19. PUBLIC HEARING
Zone Change - approx. 200 S. 1400 W. (1.03 ac.) Boud/Platt & Platt
From R-3-M to SHD
(Recommendation)

*This item was discussed with item #18.*

**Jennie** motions for a negative recommendation for a general land use amendment from high density residential to SHD; Ray seconds; Craig and John vote NAY; everyone else votes AYE; motion passes for a negative recommendation.

20. PUBLIC HEARING
General Land Use Amend - approx. 260 S. 1400 W. (1.00 ac.) Boud/Platt & Platt
From High Density Residential
To SUU Student Housing District (SHD)
(Recommendation)

*This item was tabled to the 8/16 PC Meeting.*

21. PUBLIC HEARING
Zone Change - approx. 260 S. 1400 W. (1.0 ac.) Boud/Platt & Platt
From R-3-M to SHD
(Recommendation)

*This item was tabled to the 8/16 PC Meeting.*
22. PUBLIC HEARING
General Land Use Amend - approx. 200 S. 1400 W. (17.15 ac.) Boud/Platt & Platt
From High and Medium Density Residential To SUU Student Housing District (SHD)
(Recommendation)

This item was tabled to the 8/16 PC Meeting.

23. PUBLIC HEARING
Zone Change - approx. 200 S. 1400 W. (17.15 ac.) Boud/Platt & Platt
From R-3-M to SHD
(Recommendation)

This item was tabled to the 8/16 PC Meeting.

II. CITY ITEMS

Adam and Jennie request to be excused. Carter motions to elect Craig as Chair Pro Tem; John seconds; all in favor for unanimous vote.

Carter asked to see if the PC meetings could be made available online. Tyler stated that he would look into it.

1. Consider an Easement to Industrial Road Parkway project City Staff/Christian Bennett Rocky Mountain Power from 300 West to Airport Road

Christian: This is our Industrial Road project. The road is being widened between Airport Road and 300 W. Rocky Mountain Power (RMP) currently have overhead electrical adjacent to the roadway on the south. In order for it to be widened and the trail installed, RMP will relocate their poles along the southern property lines. We’d like to grant a 25’ easement along the property line extending north. RMP requires a minimum of 25’. Carter: They have one now, but they’re creating new one.

Carter motions for a positive recommendation for an easement to RMP; Ray seconds; all in favor for unanimous vote.

2. PUBLIC HEARING
Consider an Ordinance Change amending Section 32-9 Tyler Romeril Regarding Grading Permits for Subdivision and PUD General Requirements
(Recommendation)

Tyler: This is regarding a pre-plat penalty for not obtaining a grading permit. In the past, if you didn’t get a grading permit, and went out and graded, you’d be fined $500 per lot. We’ve had a few situations where individuals didn’t read the ordinance, then did the grading and the penalty was high. Council has directed me to look at the ordinance and adjust. How it reads now, we got rid of the language that defines what rough grading is, talking about excavations that fill areas less than 5’ and more than 1,000 cy. City staff aren’t measuring cubic yards. When I talked to Jonathan, we said to make it clear if it is
in excess of clearing, grubbing and rough grading. If you’re putting in utilities or sub-grading, c/g or over excavating that’s beyond rough grading. You still need to get the permit this component doesn’t come into PC; it’s not legally required. The penalty’s being reduced to $5 per day with a max of $150 per lot. If you go beyond the rough grading it remains that $500 per lot. **Carter:** You would still need to get it and go through the same process. **Tyler:** We’re trying to put together a form. **Carter:** It’s $5 per day per lot up to $150. **Laura:** It’s a free permit, right? **Carter:** Does the City have to reply or prove they sent it in? **Tyler:** They submit it, and Jonathan sends the email acknowledging them that they’re approved. There’s a form to submit for dust control, drainage and erosion control plans that go with it. If a fee is involved, we’ve not figured that out yet. **Carter:** Jonathan will reply before they can start. In some ways, it’s more work on their part now. Before it was an email saying they will be doing this. Now they’ll have to fill out a form.

*Craig opened the public hearing.*

**Laura:** What prompted the reduction in the penalty? **Tyler:** If you have 100 lot subdivision, that’s $500 per lot, and it’s a $50,000 penalty. **Laura:** $5 per lot is cheap compared to $500. **Craig:** They have to go with the guidelines.

*Craig closed the public hearing.*

**Jill motions for a positive recommendation for an ordinance change amending Section 32-9 regarding grading permits for subdivisions/PUDs; Carter seconds; all in favor for unanimous vote.**

3. PUBLIC HEARING
Consider an ordinance change amending Chapter 26 Article V concerning Parking for In-Home Daycares/Schools
(Recommendation)

**Tyler:** Items 3 & 4 have been updated by a State law that was passed this legislative session. It deals with parking requirements. We’re amending the ordinance to fall in line with State law. It clarifies that daycares and child schools can have 24 children now, where it used to be 16. Depending on how many children that are in the home will determine how many parking stalls you need. If you have 16 children, you’re required to have 2 parking spots, and 3 parking spots for 17-24 kids. We went to a max of 16, but now it’s 24.

*Craig opened the public hearing on this item.*

**Carter:** That number still includes their children. **Tyler:** Correct.

*There were no other comments; Craig closed the public hearing.*

**Carter motions for a positive recommendation for an ordinance change amending Chapter 26 Article V concerning parking for in-home daycares/schools; Ray seconds; all in favor for unanimous vote.***
4. PUBLIC HEARING
Consider an ordinance change amending Chapter 26 Article IX concerning Home Occupations
(Recommendation)

Tyler: The language is directed to the BOA that grant these home occupations for daycares. This amendment adds language that consideration of whether to grant the daycare, residential home look at 25% of the ground level floor and one other floor of the home. The area of the home dictates how many kids they can have. We used to look at ground level, really any level they want; now it’s ground level and one other level. Max occupancy is changed to 24 children at one time.

Craig opened the public hearing; there were no other comments; Craig closed the public hearing.

Carter motions for a positive recommendation for an ordinance change amending Chapter 26 Article IX concerning home occupations; Jill seconds; all in favor for unanimous vote.

5. Training on the Municipal Officers’ and Employees’ Ethics Act
And the Open and Public Meetings Act

Tyler: Every member of this needs to do some basic training every year, so carter will need to set a time to meet. We have our Municipal Officers’ and Employees’ Ethics Act training. Our insurance provider needs this done in July. Tyler read through the Municipal Officers’ and Employees’ Ethics act. Refer to Exhibit “B”.

Craig: For the conflict of interest, I wanted to know about family relationships and how deep that goes. Implies conflict. Tyler: A substantial interest is you, your spouse or a minor child. Carter: Most of the time disclosure is there, but if it comes up you can fill out the form after the fact. Tyler talked about the penalties. Refer to Exhibit “B”. Carter: If an accusation was made, can we GRAMA request for certain things? Tyler: That’s a good question. If you don’t have a City email, I don’t think that could be requested through GRAMA. If you don’t have an allowance for cell phone, probably not. I’d have to research that with private email and private phones.

The meeting was adjourned at 7:41 p.m.

Julee Pittser, Executive Assistant
CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

Know what’s below. before you dig.
EXHIBIT A
PARTIAL EASEMENT VACATION

CURVE TABLE

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THE CANYON AT EAGLE RIDGE PHASE 3

EXISTING 45' DRAINAGE & SEWER EASEMENT TO BE PARTIALLY VACATED

THE CANYON AT EAGLE RIDGE PHASE 2

P.O.B.

SCALE IN FEET

60' 0 60'
DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into this _____ day of ___________________ 2022 by and among the City of Cedar City, a Utah municipal corporation, hereafter referred to as “City” and Plum Creek LLC, a Utah limited liability company, hereafter referred to as “Developer”. The Developer is the owner of 106 acres of property located in Cedar City in the vicinity of 800 North Lund Highway (the “Project”). The City and Developer are collectively referred to in this Agreement as the “Parties”.

RECITALS

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

B. Developer is the owner of certain real property located in Cedar City, Utah and desires to develop the property and is willing to design and construct the project in a manner that is in harmony with and intended to promote the long range policies, goals, and objectives of Cedar City’s general plan, zoning, and development regulations in order to receive the benefit of zoning designations under the terms of this Agreement as more fully set forth herein.

C. The Project is arranged on Iron County Parcel Numbers B-1885-0000-0000 (60.23 acres), B-1885-0008-0000 (20.54 acres), B-1885-0011-0000 (15.82 acres), B-1886-0000-0000 (9.43 acres), and B-1886-0004-0000 (19.36 acres) located on or about 800 North Lund Highway, Cedar City, Utah, with the legal description being contained in Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”).

D. Parties acknowledge that on August 10, 2022, the City Council approved the Project Property to be rezoned in the following Areas as follows:

(Remainder of page intentionally left blank)
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<th>Area</th>
<th>Use</th>
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<th>Current Zone</th>
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<td>CC</td>
<td>as allowed by City ordinance</td>
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<td>R-3-M</td>
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With the understanding that the Parties are bound by the terms of this Agreement. This Agreement is to regulate the intended land uses, densities, and a mixture of commercial and residential uses within the Project.

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

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

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

H. Consistent with the foregoing authorization and the provisions of Utah State law, the City’s governing body has authorized execution of this Agreement by Resolution ____________, a copy of which is attached to this Agreement as Exhibit “B”.

**AGREEMENT**

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

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

II. Exhibits.

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

- Exhibit A - Legal Description of Property
- Exhibit B - Adopting Resolution
- Exhibit C – Preliminary Layout Plan

III. Developer Obligations.

A. Completion of the Project. Developer agrees to construct and complete the Project in accordance with the Preliminary Layout Plan and dedicate to the City all roads and other applicable public infrastructure included within the Project, to the extent that such roads and other public infrastructure are located outside any proposed Planned Unit Development (PUD) and are to be operated by the City. On July 27, 2022, the Cedar City Council granted the requested zone changes on the Project’s Property contingent upon the satisfaction of certain conditions. Developer hereby agrees to satisfy all conditions imposed by the Cedar City Council, namely:

   i. The overall residential density of the Project shall not exceed 754 units,
   ii. Developer is required to provide open space, services, and amenities for the use by the residents of the Project as set out in the Preliminary Layout Plan and by City ordinance, and
   iii. Developer agrees to satisfy all requirements and conditions imposed by the City Council pursuant to the City’s ordinances, policies, standards, and procedures. Developer acknowledges that over time City ordinances, policies, standards, and procedures may change. Developer’s vesting rights in City ordinances, policies, standards, and procedures will be determined by City ordinance and the laws of the state of Utah.

B. Project Density and Lot Arrangement. The Parties acknowledge that the exact configuration of the final layout of the Project may vary from that shown in the Preliminary Layout Plan due to the final road locations, market forces, and other factors that are unforeseeable. Developer may transfer the location of the single-family dwelling units between and among the phases so long as (a) no transfer shall allow the Project to exceed the Maximum Residential Dwelling Units of 754 as set forth in this Agreement, and (b) all single-family dwelling lots satisfy the minimum zoning requirements as specified in the R-1, R-2-1 and RNZ zones.
IV. Vested Rights and Reserved Legislative Powers.

A. Zoning; Vested Rights. The City has agreed to rezone the Property as follows:

<table>
<thead>
<tr>
<th>Area</th>
<th>Use</th>
<th>Acres</th>
<th>Current Zone</th>
<th>Rezoned</th>
<th>Units Per Acre (Gross)</th>
<th>Number of Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Commercial</td>
<td>8.10</td>
<td>AT</td>
<td>CC</td>
<td>as allowed by City ordinance</td>
<td>as allowed by City ordinance</td>
</tr>
<tr>
<td>B</td>
<td>Condos, Townhomes &amp; Apartments</td>
<td>19.79</td>
<td>AT</td>
<td>R-3-M</td>
<td>19.91</td>
<td>394</td>
</tr>
<tr>
<td>C</td>
<td>Single Family Homes</td>
<td>19.45</td>
<td>AT</td>
<td>R-2-1</td>
<td>3.96</td>
<td>77</td>
</tr>
<tr>
<td>D</td>
<td>Residential Neighborhood</td>
<td>14.89</td>
<td>AT</td>
<td>RNZ</td>
<td>5.04</td>
<td>75</td>
</tr>
<tr>
<td>E</td>
<td>Single Family Homes</td>
<td>21.71</td>
<td>MPD</td>
<td>R-1</td>
<td>2.76</td>
<td>60</td>
</tr>
<tr>
<td>F</td>
<td>Twin Homes</td>
<td>22.71</td>
<td>MPD</td>
<td>R-2-2</td>
<td>6.52</td>
<td>148</td>
</tr>
</tbody>
</table>

as shown on the City’s zoning map and the zoning for City accommodates and allows all development contemplated by City ordinance, City engineering standards, and this Agreement. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grants Developer all rights to develop the Project in fulfillment of this Agreement. The Parties specifically intend that this Agreement grant to Developer “vested rights” as that term is construed in Utah’s common law, pursuant to Utah Code Ann. 10-9a-509, and City ordinance. As of the date of this Agreement, the Parties confirm that the uses, configurations, densities, and other development standards reflected in this Agreement are agreed upon and approved under, and consistent with, City’s existing laws, Zoning Map, and General Plan.

At the completion of all of the development on the entire project in accordance with the approved plans, Developer shall be entitled to have developed the maximum residential units as specified in and pursuant to this Agreement. This is subject to compliance with the terms and conditions of this Agreement and the other applicable ordinances and regulations of the City.

B. Reserved Legislative Powers. Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Developer with respect to use under the zoning designations of this Agreement based upon
the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah, which the City’s land use authority finds, on the record, are necessary to prevent a physical harm to third parties, which harm did not exist at the time of the execution of this Agreement, and which harm, if not addressed, would jeopardize a compelling, countervailing public interest pursuant to Utah Code Ann. 10-9a-509(1)(a)(i), as proven by the City by clear and convincing evidence. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the City; and, unless in good faith the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

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

V. Term.

This Agreement shall be effective as of the date of execution, and upon recordation, shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the Parties mutually agree to extend the term, this Agreement shall not extend further than a period of ten (10) years from its date of recordation in the official records of the Iron County Recorder’s Office. For good cause, the City Council may grant an extension of the ten (10) year term limit. The Parties acknowledge that if this agreement were to terminate, any unplatted land will go through the legal process to revert to the City’s Master Planned Development (MPD), and Annex Transition (AT) zones.

VI. General Provisions.

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

If to City: Cedar City Corporation
10 N. Main St.
Cedar City, UT 84720
If to Developer: Plum Creek LLC
201 South Main St. Suite 2000
Salt Lake City, UT 84111

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

B. Mailing Effective. Notices given by mail shall be deemed delivered upon deposit with the U.S. Postal Service in the manner set forth above. Notices that are hand delivered or delivered by nationally recognized overnight courier shall be deemed delivered upon receipt.

C. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach by the same of any other provision of this Agreement.

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

E. Authority. The Parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. 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.

F. Entire Agreement. This Agreement, including exhibits, constitutes the entire Agreement between the Parties.

G. Amendment of this Agreement. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Iron County Recorder’s Office. The Parties agree to, in good faith, apply for, grant, and approve such amendments to this Agreement as may be necessary or reasonably required for future phases consistent with this Agreement and with the approval granted by the Cedar City Council.

H. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full
force and effect, provided that the fundamental purpose of this Agreement and the Developer’s ability to complete the Project is not defeated by such severance.

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

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

K. **Attorney’s Fee and Costs.** If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing party shall be entitled to reasonable attorney’s fees and court costs.

L. **Binding Effect.** The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors in interest and assigns.

M. **Assignment.** The rights of the Developer under this Agreement may not be transferred or assigned, in whole or in part except by written approval of the City. Developer shall give notice to the City of any proposed or requested assignment at least thirty (30) days prior to the effective date of the assignment. City shall not unreasonably withhold its consent to assignment. The provisions of this paragraph shall not prohibit the granting of any security interests for financing the acquisition and development of the Project, subject to the Developer complying with applicable law and the requirements of this Agreement. The provisions of this paragraph shall also not prohibit Developer’s sale of completed subdivision lots within the Project.

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

O. **No Agency Created.** Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the Parties.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth above:

**DEVELOPER:**

Plum Creek, LLC

By: ____________________________

Walt Plumb

STATE OF UTAH

:ss.

COUNTY OF ____________)

On this _____ day of _____________ 2022, personally appeared before me __________________ who duly acknowledged to me that he signed the above and foregoing document.

______________________________

NOTARY PUBLIC

By: ____________________________

Phil Plumb

STATE OF UTAH

:ss.

COUNTY OF ____________)

On this _____ day of _____________ 2022, personally appeared before me __________________ who duly acknowledged to me that he signed the above and foregoing document.

______________________________

NOTARY PUBLIC
By: ________________________________

Joel Metcalf

STATE OF UTAH

:ss.

COUNTY OF _____________

On this _____ day of _____________ 2022, personally appeared before me ______________________ who duly acknowledged to me that he signed the above and foregoing document.

______________________________

NOTARY PUBLIC
CITY:

GARTH O. GREEN
MAYOR

[SEAL]
ATTEST:

__________________________
RENON SAVAGE
CITY RECORDER

STATE OF UTAH )
: ss.
COUNTY OF IRON )

This is to certify that on the ___ day of July 2022, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Garth O. Green, known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that she the said Garth O. Green and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

__________________________
NOTARY PUBLIC
SECTION 32-9 Subdivision and PUD General Requirements.

1. The following are the General Requirements for the development of subdivisions and/or PUDs as indicated:

M. Improvement Schedule.

1. No improvement construction shall begin in a platted subdivision, detailed minor lot subdivision or residential PUD, including clearing and grubbing, before the Final Plat is approved by the City. After the proposed project has been presented to the City’s Staff Sketch Review Committee, the subdivider or developer may contact the Engineering Department and apply for a Grading Permit. A Grading Permit Applicant must ensure that proper measures are in place for dust control, drainage, and erosion control. An approved Grading Permit will allow the subdivider or developer to do clearing, grubbing, and rough grading work prior to Final Plat approval.

   a. Any work done in excess of clearing, grubbing, and rough grading (i.e., utility installation, subgrade preparation, curb & gutter, asphalt, etc.) will cause the subdivider or developer to be assessed a pre-plat construction fee as set forth in the City’s Fee Schedule. Also, if any clearing, grubbing, or rough grading work is done prior to Final Plat approval without an approved Grading Permit, then the subdivider or developer will be assessed a pre-plat construction fee as set forth in the City’s Fee Schedule. If applicable, the pre-plat construction fee will be collected before Final Plat approval by the City Council.

2. The City owned and maintained improvements in a platted subdivision, detailed minor lot subdivision and PUD, and common improvements in a residential PUD, shall be constructed within two (2) years of the Final Plat or Plan approval by the City. If the improvements are not installed within two (2) years of Final Plat or Plan approval by the City, the City shall use the subdivider’s or developer’s performance bond to install the improvements.

3. In simple minor lot subdivisions included in Section 32-6 Step 2(1)( C) the required City owned and maintained improvements fronting the lot shall be completed before an occupancy permit is issued for any building on the lot. As an exception, an occupancy permit may be issued if the uncompleted improvements are not essential under the building code and
fire code, and an acceptable performance bond and City bond agreement have been accepted by the City.

4. In commercial or industrial PUDs the common PUD improvements serving any lot in the PUD shall be completed before an occupancy permit is issued for the building on that lot. As an exception, an occupancy permit may be issued if the uncompleted improvements are not essential under the building code and fire code, and an acceptable performance bond and City bond agreement have been accepted by the City.

5. **No building permits will be issued in a platted subdivision or a detail minor lot subdivision (not including PUDs) until all fronting streets improvements are installed and accepted by the City.** As an exception, building permits may be issued in a platted subdivision or a detailed minor lot subdivision when an acceptable performance bond and City bond agreement have been accepted by the City, and the development meets the requirements for the issuance of the building permit under the building code and fire code.
AN ORDINANCE AMENDING CHAPTER 26 ARTICLE V OF THE ORDINANCE OF CEDAR CITY, UTAH, RELATED TO PARKING FOR CHILD IN-HOME DAYCARE/SCHOOLS

WHEREAS, Cedar City has adopted Chapter 26 of the ordinance of Cedar City, Utah, and said provisions regarding the City’s Planning and Zoning; and

WHEREAS, Cedar City has the legal authority to adopt and amend ordinances for the benefit of the City and its citizens; and

WHEREAS, the Cedar City Council desires to update and amend Chapter 26, Article V, of the Cedar City Ordinances entitled “Required Parking”; and

WHEREAS, the purpose of the ordinance revision is to bring the City’s home occupation and nursery school regulations into compliance with recently adopted Utah state law; and

WHEREAS, the City Council finds that it is in the best interests of the health, safety, convenience, order, appearance, prosperity, and general welfare of the landowners and citizens of Cedar City to amend the ordinance to come into compliance with Utah State law.

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah that Chapter 26 Article V of the ordinance of Cedar City, Utah, is hereby amended to include the below underlined red text and exclude all crossed out text:

CHAPTER 26
PLANNING AND ZONING
ARTICLE V REQUIRED PARKING

Section 26-V-1. Parking Space Required.
Section 26-V-2. Required Parking; Residential Uses.
Section 26-V-3. Required Parking; Commercial Uses.
Section 26-V-4. Required Parking; Industrial Uses.
Section 26-V-5. Required Parking; Other Uses.
Section 26-V-6. Required Parking; Uses Not Mentioned.
Section 26-V-7. Joint Use Daytime and Nighttime Parking
Section 26-V-9. Parking Facilities Required for Change of Use or Change of Occupancy.
Section 26-V-11. Parking Facilities; Non-Conforming
Section 26-V-12. Permissive Parking and Loading Facilities.
Section 26-V-13. Location and Control of Parking Facilities.
Section 26-V-15. Combined Parking Areas.
Section 26-V-16. Mixed Uses.
Section 26-V-17. Size of Parking Spaces.
Section 26-V-19. Other Access Requirements.
Section 26-V-20. Circulation within a Parking Area.
Section 26-V-21. Location of Parking Facilities Restricted.
Section 26-V-22. Development and Maintenance of Parking Areas.
Section 26-V-23. Lighting of Parking Areas.
Section 26-V-24. Limitation on Use of Required Parking Area.
Section 26-V-25. Continuing Obligation.
Section 26-V-26. Plot Plan Approval Required.
Section 26-V-27. Required Off-Street Loading Space.
Section 26-V-29. Marking of Parking.
Section 26-V-30. Parking Surface.
Section 26-V-31. Landscaping.
SECTION 26-V-1. Parking Space Required

The number of off-street parking spaces required for each use shall be no less than the number set forth herein.

SECTION 26-V-2. Required Parking; Residential Uses

(A) **One unit dwelling per lot**: Two (2) parking spaces for each dwelling unit. Tandem parking shall be allowed.

(B) **Two unit dwelling per lot**: Two (2) parking spaces for each unit that contains one or two bedrooms. Units that contain three bedrooms and above: one and one third (1.30) parking stalls for each bedroom. Tandem parking shall be allowed.

(C) **Three unit dwellings**: Two (2) parking spaces for each unit that contains one or two bedrooms. Units that contain three bedrooms and above: one and one third (1.30) parking stalls for each bedroom.

(D) **Four unit dwellings, or more**: One and one third (1.30) parking stalls per bedroom.

(E) When determining the number of bedrooms for parking calculations only, a bedroom shall be defined as follows: any separate habitable room providing separation for sleeping purposes regardless of proposed use or designation that is a minimum of 70 square feet and a minimum of 7 feet in any horizontal dimension that is not common space, a bathroom, closet, hall, storage, utility space, kitchen, living room, or dining room. Bedrooms as defined herein include habitable rooms so designated as a den, study, office, exercise room, sewing room, loft, playroom and other similar designations. In addition, an unfinished basement shall be counted as at least one additional bedroom.

(F) **Internal Accessory Dwelling Units**: One additional parking space. Any required parking spaces lost due to the creation of the unit shall be replaced.

(G) **External Accessory Dwelling Units**: One space per bedroom. Any required parking spaces lost due to the creation of the unit shall be replaced.

Amended by Cedar City Ordinance 0113-16-1, 0207-18-1, 0226-20-1 and 0323-22.

SECTION 26-V-3. Required Parking; Commercial Uses

(A) **Automotive Repair/Service**: Three (3) spaces for each service bay (service bays shall not be considered a parking space). Plus, one (1) space for every 250 square feet of office and show room area.

(B) **Automobile and machinery sales**: One (1) space for each 750 square feet of floor area, or five (5) parking spaces, whichever is greater.
(C) **Banks:** One (1) space for each 300 square feet of floor area.

(D) **Beauty Salons:** One and one half (1.5) spaces for each operator chair plus one (1) for each employee.

(E) **Bowling Alleys:** Five (5) spaces for each lane. (Additional parking spaces for balance of building calculate according to use.)

(F) **Cafes, cafeterias, restaurants, bars, night clubs and other similar places dispensing food or refreshments:** One (1) space for each four (4) seats, plus one (1) plus one (1) parking space for each employee on the largest shift.

(G) **Clinics:** Five (5) parking spaces for each doctor or dental office.

(H) **Dance halls and skating rinks:** One (1) space for every four persons based on maximum allowable occupancy.

(I) **Dance/karate studios:** One (1) space for every 350 square feet of floor area.

(J) **Furniture sales and repair, major household appliance sales and repair:** One (1) space for each 600 square feet of floor area.

(K) **Hometel:** One and one half (1.5) parking spaces for each bedroom.

(L) **Hotels and motels:** One (1) space for each living or sleeping unit, plus one (1) space for each 250 square feet of office area.

(M) **Mortuaries and Funeral Homes:** One (1) parking space for each 35 square feet of assembly area floor space.

(N) **Professional, business, or administrative office (excluding medical and dental):** One (1) space for each 250 square feet of floor area in office space.

(O) **Open air commercial uses:** One (1) space for each 2,000 square feet of lot area devoted to sales and display, or five (5) parking spaces, whichever is greater.

(P) **Plumbing, heating and electrical shops:** One (1) for each 500 square feet of floor area.

(Q) **Retail establishments otherwise not enumerated in this section, such as drug stores, departments stores, repair shops, animal hospitals, business schools:** One (1) space for each 600 square feet of building floor area, except area devoted exclusively to warehousing or storage, or three (3) parking spaces, whichever is greater.

(R) **Theaters, auditoriums, stadiums, sports arenas, gymnasiums:** One (1) space for each five (5) fixed seats or one (1) space for every 35 square feet of seating area where
there are not fixed seats; also one (1) space for each 600 square feet of floor area not used for seating. (See Section 26-V-14)

(S) **Telemarketing Office:** One (1) parking space for each 150 square feet of gross floor area, or one (1) parking space for each work station, whichever is greater.

(T) **Automobile Washing:** One space per employee on the largest shift. Spaces associated with services provided such as vacuums and detailing shall not qualify as employee parking. Self-serve car washes shall provide a minimum of one (1) parking space (see Stacking under circulation below).

Amended by Cedar City Ordinance No. 0112-22-14

SECTION 26-V-4. **Required Parking; Industrial Uses**

Industrial uses shall require one (1) for each 250 square feet of office space, plus one (1) space for each 2000 square feet of manufacturing, plus one (1) space for each 4000 square feet of storage/warehousing.

Amended by Cedar City Ordinance No. 0222-17-1.

SECTION 26-V-5. **Required Parking; Other Uses**

(A) **Bed & Breakfast:** One (1) space for each rental bedroom plus two (2) spaces for full time residents.

(B) **Clubs, lodges, fraternal organizations, social halls, assembly halls:** One (1) for each 25 square feet of floor space.

(C) **Government buildings designed for a public use not otherwise enumerated herein, such as public libraries:** One (1) for each 35 square feet of seating, office or assembly area.

(D) **Governmental buildings not frequently visited by the public, such as fire stations:** One (1) space for each 600 square feet of floor space.

(E) **Hospitals and Sanitariums:** One and one half (1.5) spaces for each patient bed, plus one (1) space for each 250 square feet of office area.

(F) **Indoor shooting ranges:** two (2) spaces for each shooting lane, plus one space for each two hundred and fifty (250) square feet of sales, storage, training, or other uses.

(G) **Jail/Sheriff/Highway Patrol:** One (1) parking space for each 250 square feet of floor space plus one (1) space for each employee.
(H) **Churches:** One (1) space for each five (5) fixed seats and in all areas used simultaneously for assembly purposes one (1) for each 35 square feet of non-fixed seating, and one (1) for each 250 square feet of office space. (See Section 26-V-14)

(I) **Public utility facilities, including electrical sub-stations, telephone exchanges, maintenance and storage facilities:** One (1) for each 250 square feet of office space and one (1) space for each 600 square feet of work area within a structure. Also one (1) for each vehicle used in connection with the use. (No requirements for facilities which are normally unattended by employees, except for maintenance.)

(J) **Public/Private Schools:**

1. **Elementary/Middle School:** Three (3) parking spaces for every room used for administration or classroom.

2. **High School:** One (1) Parking space for every room used for administration or classroom plus one space for each four students.

3. **Child In-home Daycare/School, 24 Children or less:** Including the children of any owner or employee, one (1) parking space for eight (8) children or less, two (2) parking spaces for nine (9) to sixteen (16) children, or thee (3) parking spaces for seventeen (17) to twenty-four (24) children.

(K) **Rest Homes:** One (1) space for each four patient beds.

(L) **Assisted Living Facility:** An Assisted Living Facility that has multiple patients located in one building shall use the parking requirements for (K) Rest Homes. For residential dwelling units that are part of an Assisted Living Facility, use the parking requirements for Residential Uses located in Section 26-V-2.

(M) **Residential Short-term Rentals:** parking as required by residential use.

Amended by Cedar City Ordinance No. 0311-15, 12-16-15-2,1114-18-3, and 0123-19-6, and ________.

**NOW BE IT FURTHER ORDAINED** by the City Council of Cedar City, State of Utah that City staff is authorized to make such non substantive changes to the format and table of contents of Chapter 26 Article V as are reasonably necessary to facilitate this amendment.

This ordinance, Cedar City Ordinance No. ________, shall become effective immediately upon passage and publication as required by State Law.
Council Vote:

Hartley -
Isom -
Phillips -
Melling -
Riddle -

Dated this _____ day of June, 2022.

___________________________________
GARTH O. GREEN, MAYOR

[SEAL]
ATTEST:

___________________________________
RENON SAVAGE, RECORDER
AN ORDINANCE AMENDING CHAPTER 26 ARTICLE IX OF THE ORDINANCE OF CEDAR CITY, UTAH, RELATED TO HOME OCCUPATIONS.

WHEREAS, Cedar City has adopted Chapter 26 of the ordinance of Cedar City, Utah, and said provisions regarding the City’s Planning and Zoning; and

WHEREAS, Cedar City has the legal authority to adopt and amend ordinances for the benefit of the City and its citizens; and

WHEREAS, the Cedar City Council desires to update and amend Chapter 26, Article IX, of the Cedar City Ordinances entitled “Board of Adjustments”; and

WHEREAS, the purpose of the ordinance revision is to bring the City’s home occupation and nursery school regulations into compliance with recently adopted Utah state law; and

WHEREAS, the City Council finds that it is in the best interests of the health, safety, convenience, order, appearance, prosperity, and general welfare of the landowners and citizens of Cedar City to amend the ordinance to come into compliance with Utah State law.

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah that Chapter 26 Article IX of the ordinance of Cedar City, Utah, is hereby amended to include the below underlined red text and exclude all crossed out text:

CHAPTER 26
PLANNING AND ZONING
ARTICLE IX. BOARD OF ADJUSTMENTS

Section 26-IX-1. Creation
Section 26-IX-2. Powers of the Board of Adjustments
Section 26-IX-3. Variances
Section 26-IX-4. Special Exceptions
Section 26-IX-5. Other Powers & Duties
Section 26-IX-6. Vote
Section 26-IX-7. Procedure
Section 26-IX-8. Recourse and Decision of the Board

SECTION 26-IX-1 Creation.

(A) The City hereby creates the Board of Adjustments of seven (7) members to be appointed by the Mayor, with the advice and consent of the Cedar City Council. Each member shall serve for a period of four (4) years. For members serving when this ordinance was
passed their terms shall be adjusted to expire on the 30th day of June in the same calendar year in which they are currently set to expire. This shall not apply to the member of the Board of Adjustments that is serving as a member of the Planning Commission, whose term on the Board of Adjustments shall expire at the same time his term on the Planning Commission expires. One member of the Planning Commission shall be a member of the Board of Adjustments. Any vacancy occurring on said board shall be promptly filled by the Mayor, with the advice and consent of the City Council, for the unexpired portion of such term.

(B) The Mayor may remove members of the Board of Adjustments for the following reasons, to wit:

1. Misconduct including, but not limited to, commission of a criminal act other than minor traffic violations, and;
2. Excessive absenteeism including, but not limited to, missing three (3) consecutive meetings.

(C) The Board of Adjustments shall organize and elect a Chairman. The chairman shall conduct the meetings and be a voting member. The Board shall conduct meetings on the first Monday of each month or as otherwise called by the Chairman. All meetings shall be conducted in accordance with the provisions of the State of Utah Open and Public Meetings Act. All members of the board shall follow the State of Utah Public Employees Ethics Act.

(D) A simple majority of the voting members shall constitute a quorum to conduct business. The Chairman shall conduct the meetings pursuant to Robert’s Rules of Order. In applying Robert’s Rules of Order the Chairman is encouraged to reject overly formal applications, and adopt the application that favors the following goals: (1) allow the Chairman the ability to facilitate or direct the discussion and keep order; (2) protect the ability of all board members to bring up their ideas, discuss them, receive input from the public and staff, and come to their individual opinions and conclusions on each issue; (3) allow all members the opportunity to express their individual opinions and conclusions on each issue through their vote; and (4) assure the majority vote of the board is the opinion of the board while at the same time protecting the minority of board members ability to speak, express ideas, and vote. In addition, the Chair shall conduct the meetings so as to allow the party requesting relief from the Board of Adjustments a reasonable opportunity to present evidence and elicit testimony from witnesses.

(E) Cedar City shall assign such staff to the board of adjustments that is necessary and proper. City Staff shall provide training for new members upon their appointment.

SECTION 26-IX-2 Powers of the Board of Adjustments.

(A) The Board of Adjustments shall hear and decide:
1. Appeal from administrative decisions applying a zoning or subdivision ordinance, including appeals from:
(a) building permit denials based upon a failure to comply with zoning or subdivision ordinance; and

(b) administrative decision relating to subdivision plats;

(2) Special exceptions to the terms of the Zoning Ordinance;

(3) Variances from terms of zoning ordinances; and

(4) Appeals from decisions approving or denying a conditional use permit.

(B) The Board of Adjustments may make determinations regarding the existence, expansion, or modification of non-conforming uses.

(C) The Board of Adjustments may interpret the zoning maps and pass upon disputed questions of lot lines, district boundary lines, or similar questions as they arise in the administration of the zoning regulations.

SECTION 26-IX-3 Variances.

(A) In accordance with State law, the Board of Adjustments shall hear any person or entity desiring a waiver or modification of the requirements of zoning ordinance as applied to a parcel of property that he owns, leases, or in which he holds some beneficial interest, the Board of Adjustments may grant a variance from the terms of the zoning ordinance if:

(1) Literal enforcement of the zoning ordinance would cause an unreasonable hardship for the applicant that is not necessary to carry out the general purpose of the zoning ordinance;

(2) There are special circumstances attached to the property that do not generally apply to other properties in the same district;

(3) Granting the variance is essential to the enjoyment of a substantial property right possessed by other property in the same district;

(4) The variance will not substantially effect the general plan and will not be contrary to the public interest; and

(5) The spirit of the zoning ordinance is observed and substantial justice is done.

(B) In determining whether or not enforcement of the zoning ordinance would cause unreasonable hardship, the Board of Adjustments may not find an unreasonable hardship unless the alleged hardship (a) is located on or associated on the property
for which the variance is sought; and (b) comes from circumstances peculiar to the property, not from conditions that are general, to the neighborhood.

(C) In determining whether or not enforcement of the zoning ordinance would cause unreasonable hardship, the Board of Adjustments may not find an unreasonable hardship if the hardship is self-imposed or economic.

(D) In determining whether or not there are special circumstances attached to the property, the Board of Adjustments may find that special circumstances exist only if the special circumstances:

(1) Relate to the hardship complained of; and

(2) Deprive the property of privileges granted to other properties in the same district.

(E) The applicant shall bear the burden of approving that all conditions justifying a variance have been met.

(F) All variances run with the land.

(G) The Board of Adjustments, and any other body, may not grant use variances.

(H) In granting a variance, the Board of Adjustments may impose additional requirements on the applicant that will:

(1) Mitigate the harmful effects of the variance; or

(2) Serve the purpose of the standard or requirement that is waived or modified.

SECTION 26-IX-4 Special Exceptions.

To hear and decide requests for special exceptions or other special requests upon which such board is authorized to pass as herein set forth; provided, however, that the board shall not act upon matters which have not been specifically delegated to it by the terms of this chapter. Every decision of the Board of Adjustments shall be based upon findings of fact, and every fact and every finding of fact shall be supported in the record of the proceedings of the Board. The special exceptions or other special requests on which the Board of Adjustments shall be authorized to pass are:

(A) To permit the building of a dwelling upon a lot which does not have frontage on a street, if an adequate easement is provided,

(B) To interpret the zone map,
(C) To reduce the amount of off-street parking required where sufficient off-street parking is not readily available within the vicinity, and/or where acquisition of land for such use would cause exceptional hardships. Also to decide the number of off-street parking spaces which shall be required when the number is not specifically set forth in this ordinance.

(D) The board of Adjustments may permit buildings to be constructed within seventy-five (75) feet from a natural flood channel, provided measures are taken which will adequately protect the buildings or structures from damage due to floods, will not increase the hazard of flood damage to surrounding lands and buildings, and will be located in accordance with the plan of flood drainage as approved by the City Council.

1. Such use is similar in character and nature to the uses permitted in the zone.

2. Such use conforms to the basic characteristics of the zone in which it is added and is in harmony with the objectives and purposes of the zone.

3. Such use is not likely to create any more traffic, or be more offensive due to noise, heat, dust, smoke, odor, glare, vibration or other objectionable influence than the minimum amount normally resulting from the other uses listed in the zone in which it is added. When any use has been added to any zone in accordance with this procedure, such use shall thereafter be deemed to be a permitted use within that zone.

(E) Grant Home Occupations. The Board of Adjustments may grant home occupations in the R1, R-2 (Dwelling, Single Unit), R-2 (Dwelling, Two Unit), R-3 (Dwelling, Single Unit), R-3 (Dwelling, Multiple Unit), and RE zones provided:

1. The home occupation is conducted entirely within a dwelling and is carried on by members of the family residing in the dwelling. Employees other than family members residing in the dwelling are permitted as long as the following conditions are complied with: (a) the total number of full time and part time employees, including those residing in the home, shall not exceed 1 employee for every one hundred and fifty (150) square feet of area devoted to the home occupation, as per 26-IX-4(E)(6) and in no event exceed a maximum of five (5) outside employees; and (b) provide off street parking as required by 26-IX-4(E)(9).

2. The home occupation does not involve the use of any accessory buildings or yard space for storage or activities outside of the dwelling not normally associated with residential use, except for Nursery Schools, in which case it is presumed that rear yard space is utilized and the rear yard space must be completely fenced with at least a six-foot (6') high fence.
(3) No commercial vehicles are used except one delivery truck which does not exceed one (1) ton capacity.

(4) The home occupation does not include a drive through.

(5) The home occupation is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character of the building from that of a dwelling.

(6) Signs shall be limited to one non-flashing non-illuminated sign not larger in area than six (6) square feet. Said sign must be located at least ten feet (10') behind the sidewalk, and comply with the provisions of 26-IV-3, clear view of intersecting streets. The top of a freestanding sign not attached to the residence shall not be more than four (4) feet from ground level.

(7) Not more than the equivalent of twenty-five percent (25%) of the ground floor area of the dwelling is devoted to the home occupation. Nursery schools and day care centers may use up to twenty-five percent (25%) of the ground floor area and one other floor of the home. Nursery schools and day care centers need not designate a particular twenty-five percent (25%) of the two-floor area; however, the actual 25% of the two-floor area shall be utilized to calculate the maximum number of children allowed in the dwelling pursuant to Section 26-IX(E)(11)(b). Ground floor area is defined as the square footage computed in the outside measurements of the dwelling portion of the home on the ground floor level. Basement or basement level floor space shall not be used in computing ground floor area.

(8) The home occupation shall apply for and receive and maintain a Cedar City business license.

(9) In the opinion of the Board of Adjustments, the activities in connection with the home occupation are not contrary to the objectives and characteristics of the zone in which the home occupation is located.

(10) Off-street parking will be provided. Except as provided under Section 26-IX(E)(14), the amount of off street parking shall depend on the type of home occupation being requested and shall meet the requirements of Chapter 26, Section V, required parking. When applying the parking requirements from Chapter 26, Section V, the required parking for the home occupation shall be in addition to the required parking for the entire residential use of the property. The applicant shall submit to the City’s building and zoning official a site plan showing how the parking will be accommodated on the lot at least five (5) days prior to the board of adjustment meeting.
In addition to the above requirements, home occupations for Nursery Schools may be granted by the Board of Adjustments provided that the proposed Nursery School has:

- A maximum of twenty-four (24) children at any one time, including the occupant’s own children;
- That the portion of the dwelling used for the Nursery School contains floor space of at least thirty-five (35) square foot per child and alternate door exits.

Before conducting a hearing on a home occupation request the Building Inspector shall have conducted an on-site inspection and shall make a report of his findings to the Board of Adjustments.

Notice by the applicant shall be given to all property owners of record within a 300-foot radius from the boundary of the proposed home occupation. Said notice shall be sent certified mail or hand-delivered to the property owners in accordance with the most current Iron County Assessment Roll no later than five (5) days before the board of adjustments meeting. Proof of the certified mail and/or a certificate documenting hand delivery to property owners as required herein shall be delivered to the City Building Official prior to the board of adjustments meeting.

For temporary home occupations obtaining a transitional license under Section 23-14(D)(3), the Board of Adjustments may exempt, in full or in part, the applicant from the business portion of the parking requirements under Section 26-IX-4(E)(10) if, in the opinion of the Board of Adjustments, the exemption will not create a safety hazard.

The applicant certifies that the home occupation will not violate any CC&R’s that regulate the dwelling.

Amended by Cedar City Ordinance No. 0416-14, 1114-18-4 and 0213-19, and _______.

SECTION 26-IX-5 Other Powers and Duties.

(A) Conditions. The Board of Adjustments may attach reasonable conditions or requirements to the granting of a variance or exception which the petitioner must comply with as a condition of the granting or approval and may attached a time limit on the exercise or non-exercise of any grant.
In performing the duties and powers as set forth herein, the Board of Adjustments is hereby empowered to reverse or affirm wholly or partly or modify the order, requirement, decision, or determination of the enforcing officer and may make such order or requirement as ought to be made; provided, however, that in interpreting and applying the provisions of this ordinance, the requirements contained herein shall be deemed to be the minimum requirements for the purposes set forth.

Authority Limited. The powers and duties of the Board of Adjustments are limited to administrative matters as herein set forth in this chapter. It shall not be the function of the Board of Adjustments to amend this ordinance or to correct what it may consider to be an unwise requirement. Nevertheless, the Board of Adjustments shall have administrative duties as set forth in this ordinance and within the limitations and intent of the provisions of this ordinance shall perform its duties and shall have the power to perform those acts as herein set forth and such administrative actions shall not be interpreted as unauthorized amendments to this ordinance.

SECTION 26-IX-6 Vote.

A simple majority of the voting members shall constitute a quorum to conduct business. The concurring vote of a simple majority of the members present will be necessary to decide any matter upon which is required to pass.

SECTION 26-IX-7 Procedure.

Upon receipt of the APPLICATION TO APPEAR BEFORE THE BOARD OF ADJUSTMENTS, the Building Inspector shall forthwith transmit to the Board of Adjustments all papers constituting the record upon which the action appealed from was taken. The Board of Adjustments shall review the application and shall return the same to the Building Inspector with its recommendations pertaining thereto within thirty (30) days. Failure to return said application within thirty (30) days shall constitute approval. An appeal stays all proceedings in furtherance of the action appealed from unless the Building Inspector certifies to the Board of Adjustments after the notice of appeal shall have been filed with him that by reason of facts stated in the certificate a stay would in his opinion cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by restraining order which may be granted by the Board of Adjustments or by the District Court on application and notice to the Building Inspector and on due cause shown.

The Board of Adjustments shall fix a reasonable time for the hearing of the appeal, give public notice thereof by publication of notice at least five (5) days prior to the date of the hearing, as well as due notice to the parties in interest and decide the same within a reasonable time. Upon the hearing any party may appear in person or by agent or by attorney.

SECTION 26-IX-8 Recourse from Decisions of Board.
Any person aggrieved by any decision of the Board of Adjustments may have and maintain a plenary action for relief therefrom in any court of competent jurisdiction provided that petition for such relief is presented to the court within thirty (30) days after the filing of such decision in the Office of the Board of Adjustments.

Amended by Cedar City Ordinance No. 0612-13-2

NOW BE IT FURTHER ORDAINED by the City Council of Cedar City, State of Utah that City staff is authorized to make such non substantive changes to the format and table of contents of Chapter 26 Article IX as are reasonably necessary to facilitate this amendment.

This ordinance, Cedar City Ordinance No. __________, shall become effective immediately upon passage and publication as required by State Law.

Council Vote:
Hartley -
Isom -
Phillips -
Melling -
Riddle -

Dated this _____ day of June, 2022.

___________________________________
GARTH O. GREEN, MAYOR

[SEAL]

ATTEST:

___________________________________
RENON SAVAGE, RECORDER