

June 20, 2017

ANNEXATION POLICY PLAN

Annexation Policy Plan Status

- Request by property owners to be added to city's Annexation Policy Plan
- Interlocal Meeting referred issue to subcommittee
- Subcommittee identified 21 issues
- City response drafted for Council review tonight
- **Future Actions**
 - Subcommittee Review of Agreement
 - Interlocal Review of Agreement
 - Planning Commission Public Hearing
 - City Council Considers Amended Plan

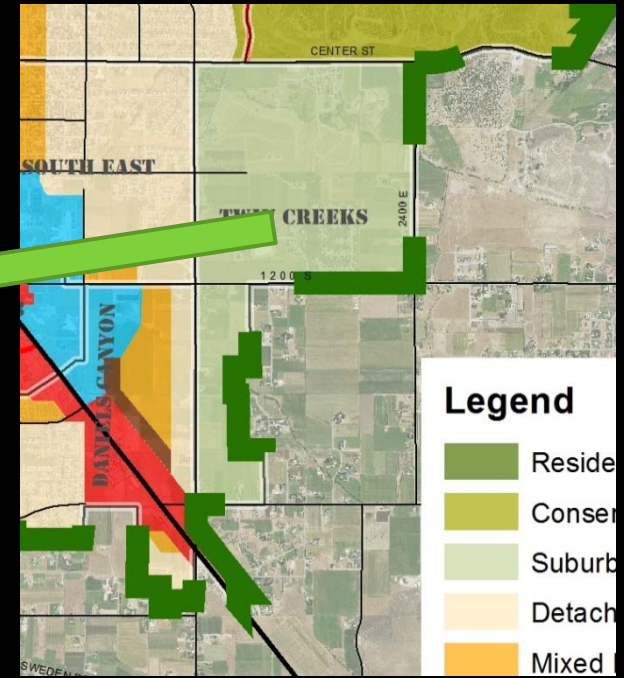
General Plan vs Agreement

- Is mandatory.
 - Needs updated regardless.
 - Language can be visionary.
 - Process for adoption is open.
 - Becomes official policy.
 - Easily reviewed by the public.
 - Open process to enforce.
 - Provides vision for ordinances.
- Is optional.
 - Taxing on staff resources.
 - Takes staff time away from General Plan.
 - Contains "legal" language.
 - Process is closed.
 - Process is confrontational.
 - Just another agreement in the file cabinet.
 - Enforced through closed format.
 - Lacks vision for ordinance adoption.

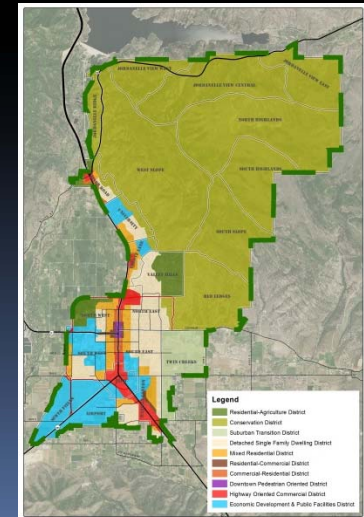
Example Policies

Twin Creeks Planning Area Policies

- Residential Density should be 1 unit per acre or less;
- Water and Sewer Services should be provided by TCSSD
- Annexation Agreements should be used
- Streets should be reflective of a rural lifestyle



- Desired Land Use



21 Points

Problems:

- The City needs more detail in its General Plan
- The City lacks ordinance for various hillside issues.

Recommendation:

- Send the 21 issues and Plan to the Planning Commission.
- If issues remain, an agreement may still be utilized.
- Adopt revised ordinances

Analysis of 21 Identified Issues

- Development Review Committee (DRC)
- Trails
- SSD Services
- County Parks
- Water Board
- SSD Review of Plans
- Impact Fees
- Zoning Ordinance
- Plat Signatures
- Vested Rights
- Ridgeline Ordinance
- Setbacks
- Open Space
- Tax Sharing
- Impact fees for county roads
- Corridor Management Agreement
- Bypass Road
- Fire District Inspections
- Road Standards
- Building Inspections
- Fire Stations

Development Review Committee

- DRC approval: Due to the large number of vested rights in the two overlay zones and the impacts to the Fire District, SSD's, countywide trail plan, county ridgeline code, and corridor management plans etc. County desires to review all proposals through the Development Review Committee process. The City desires to ensure the Property's obligations under the overlay zones does not diminish, and that the impacts to the fire district, the SSD's, the countywide trail plan, the county ridgeline code, and corridor management plan are considered and addressed so as to maintain the compliance of the Property with these guidelines. A completed DRC report is required prior to approvals of any developments in the Property.
- Development Processes. The City will hold Development Review Committee (DRC) meetings for each development located within said District areas and will specifically invite the Water Board, Fire District, County Planning Office and Special Service Districts to participate in the review of proposed developments in relation to the terms of this agreement. County will send appropriate personnel to participate in the DRC meetings and will provide written and verbal comments to the city regarding:
 - Fire District Facilities;
 - Water and Sewer facilities;
 - Open Space Facilities;
 - Trail Facilities;
 - Ridgeline Protection;
 - Transportation Corridor Management; and
 - Future County Parks.

Trails

- Trails: Trails shall be done in accordance with the approved County trails master plan (see exhibit X) and reviewed by the County. All trails shall be completed concurrently with each phase of the development. Trails are limited to 8% grade and shall be approved by the County trail planner as part of the DRC process mentioned in sub section 3. Trails shall be shown on all plats and have an as-built easement recorded on every trail providing for public access. Easements shall be 5' on each side of the center line for back country trails and 10' from the center line for asphalt trails.
- Trail Plan. The City agrees to adopt a Trails Plan similar to Wasatch County's Trail Plan.

SSD Services

- Water, Secondary Water, and Sewer Services: the identified special service districts agree to provide all water, secondary water, and sewer service for the Projects according to the Rules, Policies, and Procedures of the special service districts, in accordance with applicable law, and as outlined in the agreement in exhibit X.
- Water, Secondary Water, and Sewer Services: the identified Districts agree to provide all water, secondary water, and sewer service for the Projects within their specified service areas according to the Rules, Policies, and Procedures of the special service districts, in accordance with applicable law, unless it is determined that the City can provide the above noted services more economically without jeopardizing the financial viability of the districts.

County Parks

- Future Parks: It is the intent of the approvals that have been granted for the Property, and the code to have parks and public trails. More particularly the Sorenson property is intended to be a community that provides its own internal services to capture as much traffic and keep it internal to the development. This means there will be regional parks and other public amenities. Regional parks should be done in accordance with the County Parks Departments approval to ensure that County run programs can be done on the site. The City agrees to require parks, and trails that meets or exceed the requirements of Wasatch County, including in amount of space, and quality and type of space required. If annexed, City shall provide all maintenance of the regional parks.
- County Parks. County managed parks will only be accepted in accordance with Wasatch County Park Standards and only for facilities that are part of the Wasatch County Parks and Recreation Programming.

Water Board

- Water Board Approval: Due to the SSD commitment to provide services to the annexed developments, which City agrees to honor and not circumvent, the water board, which the SSD is a party to, shall review all developments proposed to be annexed to ensure that the necessary culinary water is available. The city agrees to grant no approvals on any applications that would result in a need for culinary water without approval by the water board, which the respective SSD is a party to.
- Water Board Approval: The City agrees to grant not permit a plat to be recorded that would result in a need for culinary water without approval by the Water Board, which the respective SSD is a party to. The Water Board will participate in the City's DRC process.

SSD Approval

- SSD approval. The respective special service districts shall review all proposals submitted to them in accordance with exhibit X
- Inspections and Development Review. Each party to this agreement, including the City, the Special Service Districts, the County and its associated departments and boards, commit to timely review developments, permits and proposals that pertain to that party's particular area of discretion.

Impact Fees

- Impact Fees: City agrees that they will assess all impact fees necessary for the Fire District and the respective special service districts in accordance with Exhibit X.
- Impact Fees: City agrees that it will not approve developments/building permits without proof that impact fees necessary for the Fire District and the respective Districts have been paid.
 - - Heber City will require, through Annexation Agreement that adequate road facilities be constructed from Highway 40 to properties developed in the North Village Special Service District.

Final Plat Signatures

- Final Plat signatures: All final plats shall have a signature block for the appropriate SSD.
- Final Plat Signatures: All final plats shall have a signature block for the appropriate SSD.

Zoning Ordinance

- Regulating ordinances: City agrees that they will adopt the approved North Village code, master plan and transportation plan and the Jordanelle Basin Overlay zone and comprehensive plan, trail plan and ridgeline ordinance (as contained in exhibit X) for their regulatory ordinances
- **Regulatory Documents.** Upon or prior to an initial annexation within a District boundary, the City will involve the Wasatch County Planning Office in the review of new City zoning regulations as follows:
 - **Twin Creeks Area (east of 1200 East).** Residential densities will not exceed one (1) unit per acre for a typical subdivision or 2 units per acre for developments providing open space, similar to the Cobblestone Subdivision.
 - **North Village Code and Jordanelle Basin Overlay Zone and Comprehensive Plan.** The City agrees to adopt a document with similar land uses, standards and densities as the North Village Code.
 - **Highway 40 and Highway 32 setbacks.** The City agrees to adopt and implement larger building and development setbacks along Highway 40 and Highway 32 sufficient to maintain a rural feel with landscaped berms and trails.
 - **Ridgeline Ordinance.** The City agrees to adopt a ridgeline protection ordinance to protect view corridors along Highway 40 and Highway 32.

Regulatory Documents. Upon or prior to an initial annexation within a District boundary, the City will involve the Wasatch County Planning Office in the review of new City zoning regulations as follows:

Master Transportation Plan. The City agrees to adopt a document with similar standards as the County's Master Plan and Transportation Plan. The County's current 30' wide asphalt paving standard will be used for all local roads in the District areas, except where, as determined by future amendments to Heber City's Capital Facilities Plan and/or General Plan, additional street width is determined to be needed for collector and/or arterial streets to adequately accommodate anticipated traffic volumes.

Trail Plan. The City agrees to adopt a Trails Plan similar to Wasatch County's Trail Plan.

General Plan. As part of the City's update to the Annexation Policy Plan, the City will amend its General Plan and Zoning Map and Ordinance to reflect the terms of this agreement.

Annexation Policy Plan. The City and County agree to accept the proposed boundaries of the draft Annexation Policy Plan Map in its substantial form.

Vested Rights

- Vested rights/Density: City agrees that projects vested by the County shall maintain those vested rights as long as all the conditions, development agreements, and any other requirements of approvals are complied with and enforced by the City. The densities of annexed projects shall be in accordance with vested rights or adopted codes unless density is reduced.
- Vested Rights/Density: City agrees that projects vested by the County shall maintain those vested rights and shall include the conditions and development agreements approved by the County. City agrees there will not be a substantial change in planned densities. In the event of changes, the City will require mitigation of those impacts through Annexation and/or Development Agreement with the property owner.

Ridgelines

- Ridgeline ordinance: County has a ridgeline ordinance in place for the North Village as well as the JBOZ. City shall maintain the ridgeline requirements at least as restrictive as the current standards, and enforce them on new developments as contained in exhibit X.
- Ridgeline Ordinance. The City agrees to adopt a ridgeline protection ordinance to protect view corridors along Highway 40 and Highway 32.

Setbacks

- Setbacks: Setbacks on highways 40 and 32 are 150' from the edge of the right-of-way. This is to keep an open feel along highway the state highways, provide a place for the trails and sufficient landscaping between state highways and developments, provide for a better living experience for residents of the developments and preclude the need for sound attenuating structures as Highway 40 expands and ADT's increase. City agrees to maintain standards at least as restrictive as the current County standard for setbacks from highway 40.
- Highway 40 and Highway 32 setbacks. The City agrees to adopt and implement larger building and development setbacks along Highway 40 and Highway 32 sufficient to maintain a rural feel with landscaped berms and trails.

Open Space

- Open Space: Under the agreement already in place between Jordanelle Ridge and the County the County will continue to be deeded all open space which will have a conservation easement over it in accordance with exhibit X. City agrees to not grant approval on any application that does not comply with these provisions by deeding less than the required open space to the county as part of any plat approval. In the event that Jordanelle Ridge becomes insolvent or sells, conveys, transfers, or assigns any interest in the Property or the Project to any individual or entity—not including normal financing requirements conducted in the ordinary course of business or the sale of improved lots—the Open Space shall be immediately conveyed as set forth in this paragraph. City agrees to uphold this obligation by refusing to approve any applications on the Property after Jordanelle Ridge becomes insolvent, sells, conveys, transfers or assigns any interest in the Property until that Property affected has any corresponding open space conveyed to the County as set forth in this paragraph. Jordanelle Ridge shall be entitled to permit its residents and prospective buyers to utilize the trails in the Open Space to an equal extent as any other County resident or member of the public.

Open Space: Jordanelle Ridge has committed to deed open space to County with conservation easements. City agrees to require such open space dedication through Annexation Agreement, which will specify the particular details required for the dedication.

-
-
- Wasatch County agrees to review proposed developments as part of the City's DRC process in respect to open space, and, if applicable, assist in identifying potential deficiencies in the proposed open space proposal for that development.
- City agrees to uphold this requirement by refusing to approve development applications on the Jordanelle Ridge property if the proposed development does not comply with this open space dedication requirement.

Tax Sharing

- Commercial tax base sharing: All future commercial development in the North Village or the annexed portion of the JBOZ will have a shared commercial tax provision to be worked out as contained in exhibit X.

Impact fees for Roads not Annexed

- Impact fees for roads not annexed: County or City will collect for the County impact fees for roads that are not annexed into the City and remain maintained by the County as designated in exhibit X.
- **Impact Fees**: City agrees that it will not approve developments/building permits without proof that impact fees necessary for the Fire District and the respective Districts have been paid.
 - Heber City will require, through Annexation Agreement that adequate road facilities be constructed from Highway 40 to properties developed in the North Village Special Service District.

Access Management

- Corridor management agreement: County has entered into a “Cooperative Corridor Access Agreement” with UDOT (see exhibit X) to control and limit access onto Highway 40 and Highway 32 and only allow access at full movement intersections. This is an attempt to maintain the high speed facility to move traffic. City agrees that they will comply with and enforce the approved corridor management plan, as if they were the County, for Highway 40 and Highway 32 unless amended by mutual consent by UDOT and County.
- Corridor management agreement. County has entered into a “Cooperative Corridor Access Management Agreement” (Exhibit C) with UDOT. City agrees to enforce this agreement in place of the County for Highway 40 and Highway 32 unless amended by mutual consent by UDOT and County.

Bypass

- Bypass road: City agrees that annexations adjacent to the bypass road will include the necessary portions for the bypass right-of-way. Once annexed, City is required by dedication or purchase to acquire the necessary right-of-way. Alignment and widths shall be done in accordance with exhibit X.
- Bypass road. City agrees that annexations adjacent to the bypass road will include the necessary portions of the bypass right-of-way through dedication by the petitioning private property owners.

Fire District Inspections

- Fire District Inspections: The Parties agree that the Wasatch County Fire District will perform all fire inspections related to the Property, and it will collect the same fire inspection fees for the Project and the Property that are assessed on a county-wide basis.
- Fire District Inspections. The Parties agree that the Wasatch County Fire District will perform all fire inspections related to the Property, and it will collect the same fire inspection fees for the Project and the Property that are assessed on a county-wide basis.

Roads

- Roads standards: The Parties agree that the County's current 30' wide asphalt paving standard will be used for all roads, with curb and gutter in the annexed developments.
- Master Transportation Plan. The City agrees to adopt a document with similar standards as the County's Master Plan and Transportation Plan. The County's current 30' wide asphalt paving standard will be used for all local roads in the District areas, except where, as determined by future amendments to Heber City's Capital Facilities Plan and/or General Plan, additional street width is determined to be needed for collector and/or arterial streets to adequately accommodate anticipated traffic volumes.

Building Inspections

- Building Inspections: All building inspections will be performed by the City in a timely manner. The City will ensure that enough qualified inspectors are available for that purpose.
- Inspections and Development Review. Each party to this agreement, including the City, the Special Service Districts, the County and its associated departments and boards, commit to timely review developments, permits and proposals that pertain to that party's particular area of discretion.

Fire Stations

- Fire Stations: The Fire District has stated that they will need 4-7 fire station sites in the Jordanelle Ridge property that are 2-5 acres in size. This should be dedicated to the County as part of each applicable plat, and in coordination with the County. The County will build the station and pay for all improvements on the lot, using impact fees collected by the City at building permit. If the County determines not to build stations on the dedicated sites, said lot shall revert back to the developer after a 25 year time frame.
- Fire Stations. The Fire District will need up to four (4) fire station sites in the Jordanelle Ridge property that are 2-5 acres in size. The City will require the sites to be identified in an Annexation Agreement, and will require dedication of these sites to the County as part of each applicable plat. The County will build the station and pay for all improvements on the lot, using impact fees. If the County determines not to build stations on the dedicated sites, said lot shall revert back to the developer after a 25 year time.