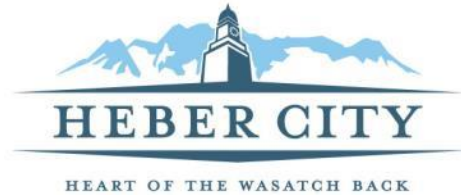


# City Council Staff Report



**MEETING DATE:** April 7, 2020  
**SUBJECT:** North Village Crossings  
Annexation Petition  
**RESPONSIBLE:** Anthony L. Kohler  
**DEPARTMENT:** Planning Department  
**STRATEGIC RELEVANCE:** Petitioner Requested  
Legislative Action

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## SUMMARY

The policy questions include the following:

- Should the City Council accept the North Village Crossings Annexation Petition for further evaluation?

## RECOMMENDATION

Staff recommends acceptance of the proposed North Village Crossings Annexation Petition for further evaluation.

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## BACKGROUND

In 2018, Heber City adopted a modified Annexation Policy Plan, Modified General Plan, Memorandum of Understanding with Wasatch County and a Modified Zoning Ordinance in anticipation of considering annexation of the Sorenson and North Village areas. The City has received an annexation petition for the North Village Crossings (see Exhibit 3 for location).

## DISCUSSION

Accepting an annexation petition for further study does NOT annex a property, it only begins the process for evaluating the annexation. Many weeks of study follow the acceptance of an annexation petition, including Certification, Protest Period, Planning Commission review, City Council Public Hearing, and finally, adoption or rejection of an Ordinance (including a development agreement) for the proposed annexation (see Exhibit 5 for estimated time frame). No vesting rights are granted upon acceptance of an annexation petition. Annexations are approved through the City's Legislative Authority and the City may deny an annexation petition for any reason.

Section 10-2-405 of the Utah State Code requires municipalities to accept or reject an annexation petition at the first meeting that is at least 14 days after the date the petition was filed. Failure to act constitutes an acceptance of the petition (see Exhibit 1).

Pros to accepting the petition include the ability for the City and petitioner to evaluate in further detail the mutual advantages to having the area annexed into the City. During this

process the City can work with the developer to shape the future of the proposed development to meet the pending General Plan update.

Cons to accepting the petition include the concern for the City promoting growth and concern that the City should wait for the pending General Plan update to be completed prior to considering annexations.

If accepted, the City will determine through more detailed future analysis, if the petition conforms to all policies of the Annexation Policy Plan, General Plan and State Code. The next step after Petition Acceptance is Petition Certification, which is done by the Heber City Recorder and Heber City Attorney.

## **FISCAL IMPACT**

There is no fiscal impact to the City for accepting an annexation petition. Annexations are required to pay a fee to cover costs for the City's review of a proposed annexation.

## **CONCLUSION**

The proposed annexation is located within the Heber City Annexation Policy Plan Expansion Map and is consistent with the Heber City-Wasatch County MOU. Final approval of the proposed annexation petition is contingent upon approval of the Reinvestment Holdings Annexation to ensure contiguity with Heber City's municipal boundary.

## **ALTERNATIVES**

1. Accept
  2. Deny
- 

## **POTENTIAL MOTIONS**

### **Recommended Alternative – Acceptance**

I move to **accept** the North Village Crossings Annexation Petition for further evaluation.

### **Alternative 2 – DENIAL**

I move to **deny** the North Village Crossings Annexation Petition.

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## **ACCOUNTABILITY**

**Department:** Planning Department  
**Staff Member:** Anthony L. Kohler

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## **EXHIBITS**

- Exhibit 1: Utah State Code Regarding Annexation Petition Acceptance
- Exhibit 2: Regional Development Map
- Exhibit 3: Annexation Vicinity Map
- Exhibit 4: Memorandum of Understanding
- Exhibit 5: Annexation Time Line
- Exhibit 6: Annexation Process
- Exhibit 7: Annexation Policy Plan
- Exhibit 8: North Village Crossings Annexation Petition

## Exhibit 1: Utah State Code Regarding Annexation Petition Acceptance

### **10-2-405. Acceptance or denial of an annexation petition -- Petition certification process -- Modified petition.**

- (1) (a) (i) A municipal legislative body may:
  - (A) subject to Subsection (1)(a)(ii), deny a petition filed under Section 10-2-403; or
  - (B) accept the petition for further consideration under this part.
- (ii) A petition shall be considered to have been accepted for further consideration under this part if a municipal legislative body fails to act to deny or accept the petition under Subsection (1)(a)(i):
  - (A) in the case of a city of the first or second class, within 14 days after the filing of the petition; or
  - (B) in the case of a city of the third, fourth, or fifth class, a town, or a metro township, at the next regularly scheduled meeting of the municipal legislative body that is at least 14 days after the date the petition was filed.



### Exhibit 3: Annexation Vicinity Map

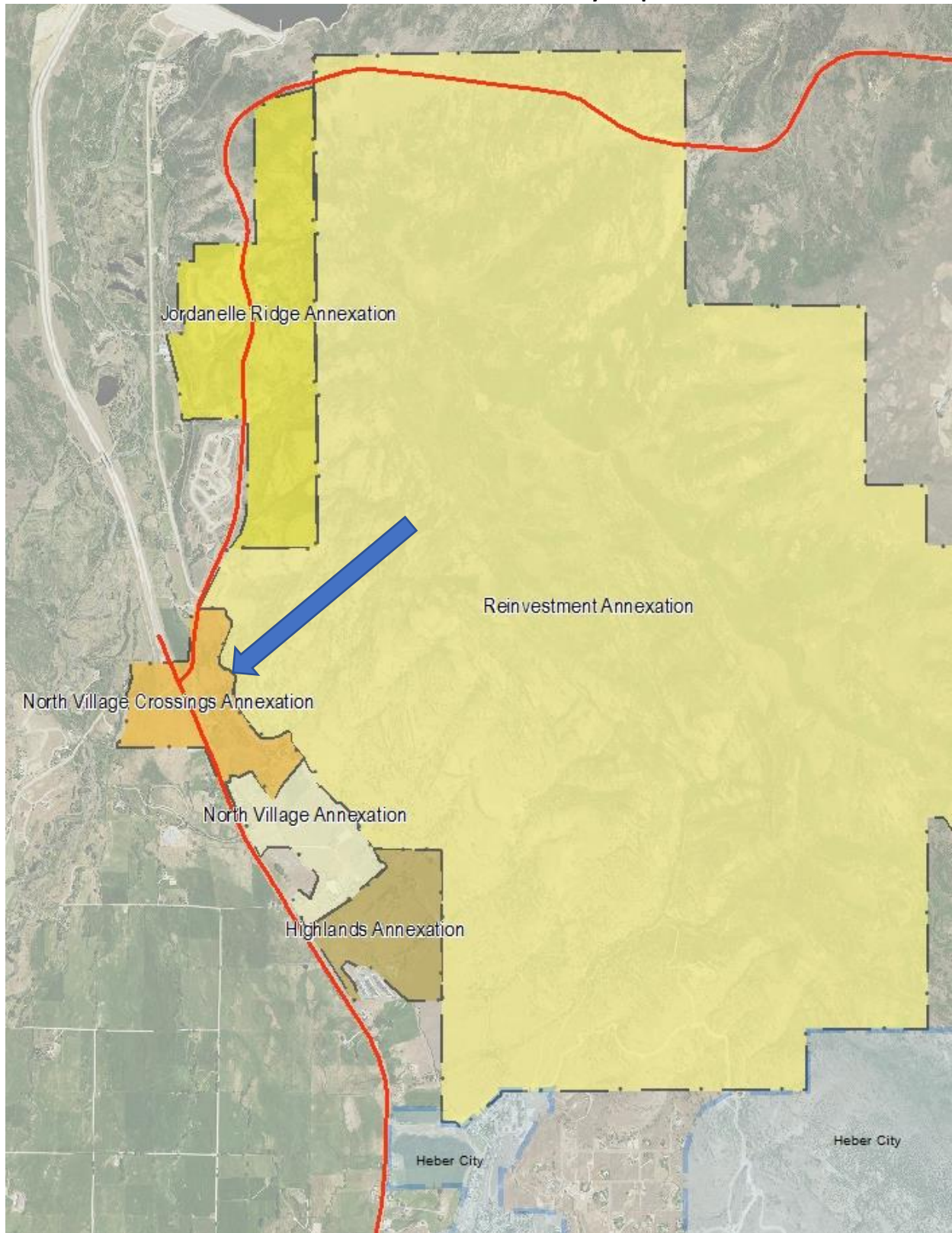


Exhibit 4: Memorandum of Understanding

# HEBER CITY EXPANSION AREA MOU

MEMORANDUM OF UNDERSTANDING  
BETWEEN WASATCH COUNTY  
AND HEBER CITY

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between Wasatch County, whose address is 25 North Main Street, Heber City, Utah 84032, and Heber City Corporation, whose address is 75 North Main Street, Heber City, Utah 84032.
  
2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which Wasatch County and Heber City will implement multi-jurisdictional annexation, land use and utility service policies.
  
3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties’ respective counties or municipalities and shall remain in full force and effect for not longer than 30 years. This MOU may be terminated, without cause, by either party upon 60 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.
  
4. **Responsibilities of Wasatch County.**
  - a. Invite Heber City Planning to Development Review Committee Meetings when urban development is proposed within the City’s Expansion Area as shown in Exhibit A.
  
  - b. Invite Heber City Planning Department to Public Hearings involved in amendments to zones, ordinances and standards affecting properties within the City’s Expansion Area.
  
  - c. The North Village Special Service District (NVSSD), Twin Creeks Special Service District (TCSSD) and Jordanelle Special Service District (JSSD) agree to provide and maintain all water, secondary water, and sewer service within their respective service areas, unless those districts and Heber City mutually agree at the time of development that these services should be provided in another manner.
  
  - d. Ask property owners proposing urban development within the City’s Expansion Area to first talk with Heber City regarding development in the City

- e. At the request of Heber City, agree to leave an unincorporated island for Wasatch View Estates through the annexation process if there are a significant number of property owners who object to being annexed into Heber City.
- f. Continue to accept open space dedications by Jordanelle Ridge, with the intent to maintain it as open space in perpetuity with the only allowed improvements being back country trails. County may enter into agreements with a third party open space holder.
- g. County will review all improvements outside of City and may or may not require dedication of roads. If streets are constructed and dedicated to County standards outside of City limits, the County will accept such dedication and maintain them.
- h. The Wasatch County Fire District will perform all fire inspections related to development in special service district areas, and will collect the same fire inspection fees that are assessed on a county-wide basis.

5. **Responsibilities of Heber City.**

- a. Invite Wasatch County Planning and its Special Service Districts and Fire District to all Development Review Committee Meetings when development is proposed within Special Service District areas as shown in Exhibit B.
- b. Invite Wasatch County Planning to Public Hearings involved in amendments to zones, ordinances and standards affecting properties within Special Service District areas.
- c. Involve Wasatch County in the review of annexations within Special Service District areas to analyze the following public service issues:
  - 1) Consideration for regional county park facilities and open space.
  - 2) Consideration for dedication of Fire Stations.
  - 3) Consideration for Sewer, water and irrigation.
  - 4) Consideration for dedication of elementary, middle, and high school sites.
  - 5) Consideration for other necessary public facilities provided by each of the parties.
- d. Require proposed development within special service district areas to be reviewed by the Wasatch County Water Board prior to granting of development approvals.
- e. Require receipt of payment for fire district and special service district fees prior to issuance of building permits.



- f. Require all final subdivision plats be signed by the appropriate special service district.
- g. Maintain entitlement requirements for projects annexed into the city including but not limited to requirements for open space, trails, architectural standards, landscaping, densities etc., unless both parties agree that such changes would be more beneficial to the County and City.
- h. Permitted residential densities within special service district areas shall be in accordance with vested rights and/or adopted codes.
- i. Involve Wasatch County in the review of proposed annexations and developments within special service district areas to ensure developers dedicate the appropriate required open space as part of their previously approved master plans. Specifically, Jordanelle Ridge (aka Sorenson Properties) has committed to dedicate a significant area of open space to Wasatch County. The development agreement with Jordanelle Ridge is still in force and requires dedication of open space with every plat recorded.
- j. Unless agreed to by the county and city, the city will maintain the City's expansion area no further east than Mill Road (aka 1200 East), no further west than the bypass, and no further west than the eastern boundary of the Heber Valley Special Service District sewer fields.

**6. Mutual Responsibilities.**

- a. Heber City and Wasatch County are each committed to maintaining the North Fields as an agricultural area. As such, zone changes, municipal annexation and extension of urban services into the North Fields should be avoided, though this is not intended to infringe upon the legislative discretion of either party.
- b. Development, and/or annexations along the future bypass will include the acquisition and/or dedication of bypass right of way at a width of 124 feet or current UDOT standards by the applicable entity.
- c. Wasatch County will establish a mechanism that provides Heber City with representation to key SSDs that allows input on critical water and sewer issues occurring within or potentially impacting the city.
- d. Explore avenues to partner for the purpose of optimizing water and sewer service delivery to achieve redundancy, operational efficiencies and cost savings/avoidance.
- e. Heber City and Wasatch County will continue to work on a common affordable housing agreement.

7. **Conflict Resolution.** In the event either party determines there is a conflict in the implementation of these responsibilities, either party may arrange for an interlocal board to be convened to review the matter. Such interlocal board should consist of 3 Wasatch County representatives, including a County Councilman, the County Manager and the County

Planner; and 3 Heber City representatives, including the Mayor, City Manager and the City Planner.

8. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**WASATCH COUNTY**

  
\_\_\_\_\_  
Greg McPhie, Council Chairman  
Date 2/4/19  
*Danny Goode*

**HEBER CITY**

  
\_\_\_\_\_  
Kelleen Potter, Mayor  
Date 2/8/19

  
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Attest: Heber City Recorder  
Date 2/4/2019



Exhibit 5: Annexation Time Line

Tasks	Status	Target Date (all TBD)	Mar	Apr	May	Jun	Jul	Aug
<b>Step 1</b> Petition Submittal Create Master Calendar		3/16/2020 3/25/2020						
<b>Step 2</b> Acceptance Staff Review CC Acceptance		3/25/2020 4/7/2020						
<b>Step 3</b> Certification Affected Entity notice 3 week newspaper notice Protest Period		4/13/2020 4/14/2020 4/16/2020 4/16/2020 4/16/2020 4/22, 4/29, 5/6 4/16/20 thru 5/15/20						
<b>Step 4</b> PC Review Preapplication Meeting Petitioner submits PC App DRC Review PC Work Meeting PC Recommendation		4/15/2020 4/16/2020 4/23/2020 5/12/2020 5/26/2020						
<b>Step 5</b> Final Decision Staff Petitioner Meeting CC 7 Day Public Hearing CC Work Meeting CC Decision		5/27/2020 6/16/2020 7/7/2020 8/4/2020						
<b>Step 6</b> Completion Ord. Agr & Map signatures Submit to Lt. Governor Receive Lt. Gov. Approval Submit to County Recorder		8/5/2020 8/13/2020 8/27/2020 8/27/2020						

### Exhibit 6: Annexation Process

