

2024 Restaurant Tax Grant

Applications due by March 29th \$4,130,00 Available

Scoring

Sustainable Tourism – 20 pts
Cultural Tourism – 10 pts
Leverage – 15 pts
Ability to Increase Restaurant Tax – 20 pts
New & Developing – 10 pts
Asset – 25 pts

Kamas Valley Past Funding 2022 and 2023

Year	City	Request	Awarded	Purpose	
2023	Francis	\$16,000	\$15,000	Frontier Days marketing and concessions upgrades	
2023	Kamas	\$75,000	\$65,000	Fiesta Days prize funding for main events	
2023	Oakley	\$225,000	\$175,000	Oakley Rodeo branding merchandise, jumbotron repla- screen, digital banners, video live stream, wraps on sponsor vehicles, upgraded food truck area	
2022	Francis	\$20,075	\$15,000	Frontier Days marketing	
2022	Oakley	\$75,000	\$60,000	Oakley Rodeo branding merchandise, jumbotron replay screen, digital banners, video live stream, wraps on sponsor vehicles, upgraded food truck area	

Ideas for 2024

Marketing (\$10,000), prizes (\$15,000), branding merchandise (\$1,500), concessions upgrades

2023 Grant Expenses

\$10,000 spent so far, must spend additional \$5,000 before November 24, 2024 Concession upgrades?



Staff Report

To: Francis City Council

From: Katie Henneuse, City Planner **Report Date:** February 20th, 2024 **Meeting Date:** March 14th, 2024

Title: Crittenden Zoning Map Amendment

Type of Item: Legislative

Map and Location:

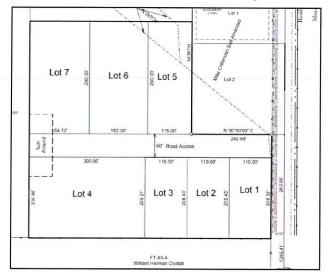


Executive Summary:

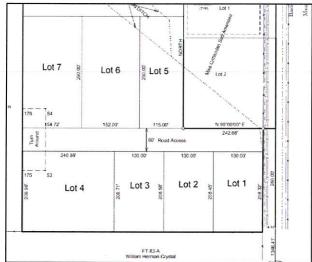
The applicant, Wyatt Crittenden, is requesting to amend a portion of the zoning map on parcel MCRIT-A-AM from Agricultural One Acre (AG-1) to Residential Half (R-H). Currently, the first 300 ft from Willow Way and 200 ft from SR-35 is zoned R-H and the remainder of the lot is zoned AG-1. The applicant is requesting the R-H/AG-1 boundary be moved back an additional 90 ft from Willow Way.

The reason for this request is to allow the property to be subdivided into larger lots in the R-H zone. This zone amendment does not change the number of lots proposed in the subdivision, but it does change the size of those lots. If the amendment is not approved, Lots 1, 2, and 3 will be smaller and Lot 4 will be larger as shown in the illustrations below.

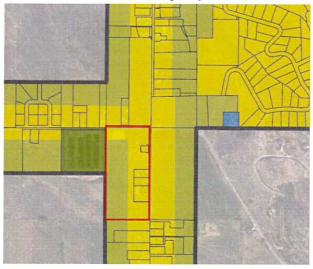
Subdivision with Current Zoning



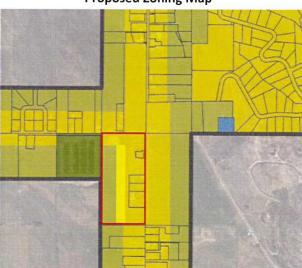
Subdivision with Proposed Zoning



Current Zoning Map



Proposed Zoning Map



Background:

On September 21st, 2023, the Planning Commission approved a concept plan for the subdivision and notified the applicant that a zone amendment would be required to move forward with the subdivision as planned.

The applicant submitted a Preliminary Plan for the subdivision in concurrence with the zone map amendment application.

Analysis – General Plan:

The following principles from the General Plan should be taken into consideration:

- Land Use Vision Francis will be a rural and family friendly community. Preservation of our agricultural heritage, dark skies, scenic views, and open spaces are our priority. Growth will be sustainable, well-planned, and consistent with the Zoning Map and General Plan.
- Land Use Policy 1C Support continuation of agricultural land uses in Francis.
- Land Use Policy 2B Guide land use and growth decisions through application of the General Plan, Zoning Map, and the Future Land Use Map.

The Future Land Use Map shows that this parcel is planned to be zoned R-H in the future:



Planning Commission Recommendation:

The Planning Commission reviewed this item at their February meeting. They are forwarding it to the City Council with a unanimous positive recommendation.

Staff Recommendation:

Using the Planning Commission recommendation and the General Plan for guidance, discuss the benefits and drawbacks of the requested zoning map amendment. Three actions are permitted:

- If the benefits of the amendment outweigh the drawbacks, approve the zone map amendment.
- If additional information is required to make a recommendation, table this item.
- If the drawbacks of the amendment outweigh the benefits, deny the zone map amendment.

Community Review:

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



Staff Report

To: Francis City Council

From: Katie Henneuse, City Planner **Report Date:** February 20th, 2024 **Meeting Date:** March 14th, 2024

Title: Southwest Field Subdivision Preliminary Plan

Type of Item: Administrative

Map and Location:



Executive Summary:

Mike Crittenden owns parcel MCRIT-A-AM, a 17.60 acre parcel near 2256 Willow Way. He authorized Wyatt Crittenden to apply for a subdivision to create residential lots for grandkids to build homes on. The applicant submitted preliminary plans to subdivide the parcel into seven residential lots and one remainder agricultural parcel. The parcel is zoned R-H and AG-1. The applicant submitted a concurrent application to amend the zoning map for this parcel.

Background:

On September 21st, 2023, the Planning Commission approved a concept plan for the subdivision and notified the applicant that a zone amendment is required to move forward with the subdivision as planned and that the Willow Way right-of-way should be dedicated to Francis City. It was also decided that the hammerhead turnaround will be temporary until a future road connects to it.

Analysis - City Code:

Staff reviewed the preliminary plan taking into consideration Sections 17.30 (Preliminary Plan), 18.35 (R-H Zone), and 18.30 (AG-1 Zone). All the City's revisions were incorporated into the updated plan included in the packet. The applicant has met the preliminary plan requirements, including:

- The 60-ft right-of way meets the City's minimum width for a local street.
- The hammerhead turnaround is temporary and meets the city code since it is not a permanent dead end.
- Two existing irrigation ditches are shown on the plan and are given a 10 ft easement.
- The lot sizes, setbacks, public utility easements (PUE), and frontage will be compliant with code if the Zoning Map Amendment application is approved.
- The plat notes include all the City's standard required notes.

Planning Commission Recommendation:

The Planning Commission reviewed this item at their February meeting. They are forwarding it to the City Council with a unanimous positive recommendation.

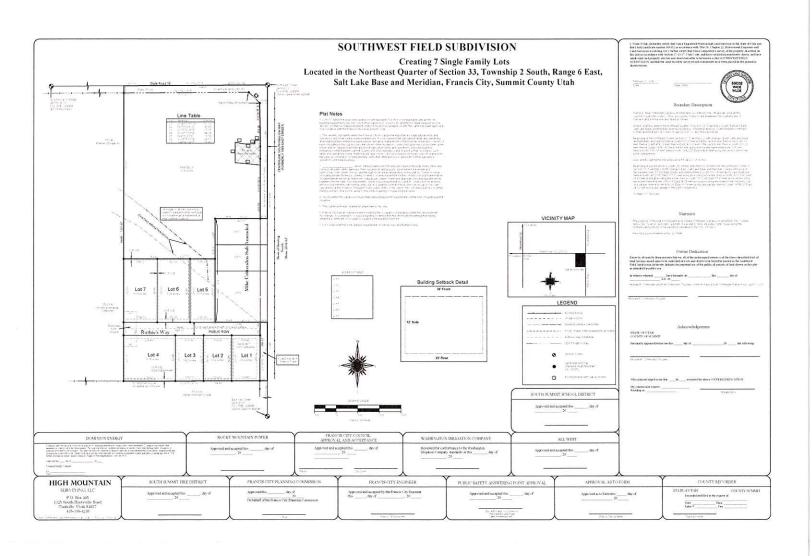
Staff Recommendation:

Resolve any questions or concerns with the applicant. Take one of the following actions:

- If the City Council approves the related zoning map amendment, approve the preliminary plan.
- If the City Council tables the related zoning map amendment, table this item.
- If the City Council denies the related zoning map amendment, send this item back to the Planning Commission and ask the applicant to submit a preliminary plan that is in compliance with the current zoning map.

Community Review:

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





LANDSCAPE SERVICES PROPOSAL

Date:

March 6, 2024

Project:

Wild Willow Park Playground Construction Documents

Location:

Francis City, Utah

Client:

Francis City, Utah

Contact:

Katie Henneuse, City Planner

Proposed Scope of Services:

It is our pleasure to provide Francis City with this proposal for continued landscape architecture services for Wild Willow Park. This proposal is for the following Scope of Services: Design Development and Construction Documents for the Playground portion of the proposed park design.

Our Scope of Services and Fees are based on information provided to our office by Katie Henneuse, Francis City Planner.

Design Development and Construction Documents will be based on the conceptual drawings previously created by Terrain Landscape Architecture. In addition to the information provided by Francis City Planner, Katie Henneuse, these drawings were created with pump track drawings and input from Bryce Sacks of Shapeshift Terrain Parks and park perimeter trails, parking area and restroom drawings and input from Scott Kettle of Horrocks Engineers. The scope of this proposal covers the playground only. See Exhibit A – Playground Limit of Work Plan

SCHEDULE I SCOPE OF SERVICES:

TASK 1 PLAYGROUND DESIGN DEVELOPMENT

Following Client acceptance of this proposal, Terrain Landscape Architecture (TLA) will provide the following tasks:

- **A. Review Meeting**; prior to proceeding with Design Development, meet online with the Client and design team to review the schedule and deliverables for the Design Development phase.
- **B.** Review Jurisdictional Codes; the local agency(s) that have a jurisdictional review over the project site will be contacted to obtain requirements that pertain to the site and landscape design of the project.
- C. Sitework Coordination; coordinate with the design team items that impact the landscape such as, but not limited to; secondary site structures, utilities, grading and drainage.
- **D. Preliminary Landscape Plans**; preliminary plans to include site materials, playground products, and adjacent pedestrian pathways.

Anticipated Deliverables:

- 100% DD Site Plan for Review by Client
- Product Imagery
- Virtual Meetings, as needed

TASK 2 PLAYGROUND CONSTRUCTION DOCUMENTS

Upon approval of the refined playground design, TLA will provide the following:

- **A. Kick-off Meeting**; prior to beginning with Construction Documents, meet virtually with the Client to review the schedule and deliverables for the Construction Document phase.
- **B. Design Meetings**; attendance at scheduled and requested virtual meetings to develop and finalize specific aspects of the playground area design for construction.
- C. Construction Site Base Plan; Collaborate with the design team to prepare a site base that will be used in the preparation of the construction documents.
- **D.** Landscape Construction Plans; landscape construction plans to include: pedestrian hardscape construction and layout and playground equipment layout.
 - a. Landscape Materials Plan
 - b. Landscape Layout Plans and Layout Blow-ups
 - c. Landscape Grading and Drainage
- **E.** Landscape Construction Details; preparation of details for hardscape elements, play equipment, and site furnishings. This may include product cut sheets from manufacturers of play equipment and site furnishings and/or custom details for similar features.
- **F.** Landscape Specifications; prepare written specifications to CSI format for hardscape and site furnishings. Other project-specific sections may be added as needed.
- **G. Document Review**; provide in-house review of the landscape Construction Documents and landscape-related documents before submission of plans to the Client and jurisdictional agencies.
- H. 50% CD Check Set Submit a 50% CD set for Client review and coordination.
- I. 100% CD Set Submit a 100% CD Set for Permit and Construction.

Anticipated Deliverables:

- 50% CD Check Set
- 100% CD Set for Construction
- Specifications
- Virtual Meetings, as needed

SCHEDULE II FEE PROPOSAL AND EXPENSES:

TASK 1 - PLAYGROUND DESIGN DEVELOPMENT

\$4,300.00

TASK 1 - PLAYGROUND CONSTRUCTION DOCUMENTS

\$18,200.00

TOTAL LANDSCAPE ARCHITECTURE FEE

\$22,500.00

2023 STANDARD TLA HOURLY RATE SCHEDULE:

Principals	\$115
Project Designer	\$105
Draftsperson	\$88

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to the above fees.

Reimbursable Expenses include printing, graphics, photography, reproduction, rental or purchase of special equipment and materials, long-distance telephone, telex, special shipping or delivery, models and renderings, and lodging. These expenses will be billed at cost plus 10%.

Reimbursable expenses for reproduction, photography, telephone, mileage, fax, and correspondence will be billed monthly and accompanied by invoice documentation at cost plus 10%.

SCHEDULE III PROPOSAL ASSUMPTIONS

- A. BASIS OF DESIGN The basis for the Playground Design Devlopment will be the schematic-level Illustrative Site Plan created by TLA, dated June 5, 2023. Further development and refinement of the design will be required and will be shared with the Client. Development of grading and drainage will be based on spot elevations within the drawings provided by Horrocks, provided on May 22, 2023. Additional spot elevations may be required, to be provided by the City of Francis, during the Construction Document process.
- **B. CONSULTANT TEAM FILES** The Illustrative Site Plan mentioned above includes trail drawings by Horrocks, provided May 22, 2023 and pump track drawings by ShapeShift, provided April 18, 2023. If any of the base drawings have changed, it is assumed that the Client or other Consultants will provide updated files.
- C. MEETINGS All meetings are to be held virtually.
- **D. CLIENT APPROVALS** All Client approvals, changes, etc. are to be in writing, email is acceptable.

SCHEDULE IV PROPOSAL EXCLUSIONS

The following items are not included in the Scope of Services above and shall be considered Additional Expenses if requested by the Owner and/or Client:

- Any work for portions of the park that are outside the agreed & documented Playground Area Limit of Work. See Exhibit A.
- Any changes to the design after Client acceptance of the Design Development Drawings that may result in extra work prepared by TLA.
- Phased work that was not outlined in the Scope of Services and results in the preparation of documents or services beyond what is covered in this Work.
- Topographic / Boundary Survey.
- Design Graphics; preparation of any Client-requested graphics other than those included in the Scope of Services.
- Site Certification documents (LEED, Green Globes or similar) unless originally included in the Scope of Services.
- Permits.
- Any agency required changes to the Construction Documents after initial Site Design Review acceptance due to Client-directed changes to the design.
- Value Engineering. Required Value Engineering changes to the landscape Construction Documents reflecting more than 5% of the most recent landscape budget.

All items noted in the Proposal Exclusions above will be performed at the Hourly Rate included in TLA's Standard Hourly Rate Schedule unless an adjusted fee is agreed upon in writing with the Client.

SCHEDULE V BILLING POLICIES

- A. This SCHEDULE and these POLICIES are part of the letter of agreement.
 - **B.** Initialing this page will signify the Client's intent to contract with TLA, LLC, an Oregon Business, for professional services.
 - C. Invoices are submitted by TLA, LLC. monthly. They are due and payable upon receipt and become delinquent if not paid in full thirty (30) days after their date. The client shall notify the landscape Architect of any dispute regarding invoices received within seven (7) days of receipt of the invoice. Only the disputed portion of the payment may be withheld. Interest charges will be applied at 1.5% per month to delinquent accounts.
 - D. Account delinquency will result in the stopping of work on the job by TLA, LLC. and any consultants. We reserve the right to stop work after sixty days past due. If such a decision to suspend work is made, TLA will notify the Client in writing seven days prior to the stoppage of work to enable accounts to be brought current. Work will commence upon payment of all fees and service charges due. In some cases, additional fee will be required to stop and restart work because of the account delinquency.
 - **E.** No deductions shall be made from the Landscape Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors or on account of the cost of changes in the work.
 - F. In the event of any litigation or other legal action necessary for the collection of unpaid fees related to the services provided under this agreement, TLA, LLC., shall be entitled

- to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other related expenses.
- **G.** TLA shall retain Ownership of the design. TLA hereby grants to Owner a royalty-free license to reproduce, display, and use any designs, graphics, electronic files, or other copyrighted materials generated by TLA in the course of performing the Services under the Agreement for the purpose of: (a) Owner's internal business use, and (b) marketing of the property through the design that may be offered by Owner, provided that attribution is made to Landscape Architect in any such use.

SCHEDULE VI TERMINATION

- **A.** Either Client or Landscape Architect may terminate this Agreement upon seven days written notice.
- **B.** If terminated, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.
- C. Upon not less than seven days written notice, Landscape Architect may suspend the performance of its services if Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of services or termination due to Client's nonpayment.

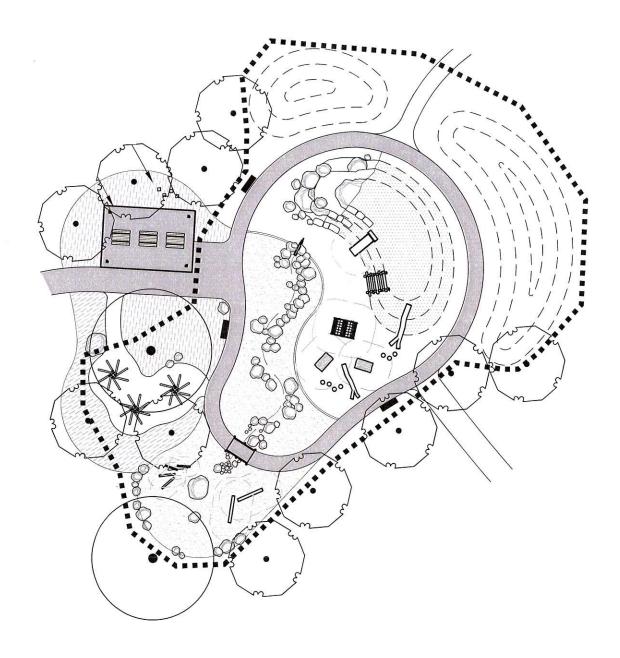
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AGREEMENT OF PROPOSAL

The signing of this proposal constitutes an agreement to proceed. We will be pleased to answer any questions and go over the various provisions of this proposal. We also will be pleased to modify or revise the fee proposal as the scope is modified for additional services not listed at this time. We appreciate your consideration and look forward to the possibility of working with you. A signed letter of agreement and initialed policies will designate that this contract work has begun. This proposal is valid for thirty (30) days from the date of the proposal. Please do not hesitate to call should you have any questions.

Sincerely,	
Piper von Chamier, RLA, ASLA Principal	
TERRAIN LLC	CLIENT
Title	Title
Dated	Dated
Company Terrain Landscape Architecture, LLC	Company

EXHIBIT A



LIMIT OF WORK