



### **Staff Report**

**To:** Francis City Council  
**From:** Katie Henneuse  
**Report Date:** December 6, 2023  
**Meeting Date:** December 14, 2023  
**Title:** Foothills at Francis Gate  
**Type of Item:** Annexation Petition

#### **Executive Summary:**

In April 2023, Foothills at Francis Gate Fund I LP (Arc Developers), filed an annexation petition for parcels CD-2003, CD-2001-A, and CD-2003-X. These parcels comprise 6.84 acres on the eastern side of the City's annexation declaration area, near the intersection of Foothill Drive and SR 35. Parcel CD-2003-X is owned by the City of Francis and is the location of a City well and tank. Mayor Forman signed the petition on behalf of Francis City. The petition was accepted by the City Council on September 14, 2023, and the City Council received notice of the certification on November 14, 2023.

The applicant is proposing to place an access road for the Foothills at Francis Gate development along with one 3.64-acre lot in the annexation area. Five 1-acre lots are planned on the adjacent property, FT-2, which is already within City boundaries. FT-2 is 6.88 acres and is zoned approximately 4 acres R-H and 3 acres AG-1. The zoning density for this parcel allows the applicant to subdivide it into as many as ten lots. However, in exchange for annexation of parcels CD-2003 and CD-2001-A, the applicant has agreed to decrease the density of this parcel to five lots plus one additional lot in the annexed area (lots 77-82 on the attached concept plan).

#### **Annexation Process:**

1. Annexations are initiated by a Notice of Intent which is filed with the City and the County. The County mails notices to property owners within the area proposed for annexation and to property owners within 300 feet of the proposed annexation.
2. Annexation petitions are filed with the City Recorder. The applicant delivers a copy of the petition to the County the same day the petition is filed with the City.
3. The City Council evaluates the petition at their next regularly scheduled meeting. The City Council may accept or deny the petition for further consideration.
4. If the petition is denied, notice is mailed to the applicant and the County.
5. If the petition is accepted, the City further evaluates the petition. First, the City Recorder and City Attorney determine if the petition meets the requirements of State Law. If it does, the City

will certify the petition and then post and mail notice as required by State Law, beginning a 30 day protest period.

6. A public hearing before the Planning Commission occurs during or after the protest period and the Planning Commission issues a recommendation. The City Council holds a public hearing after the protest period and grants or denies the petition.

#### **Analysis:**

The Annexation Policy in the General Plan sets two standards for annexation:

1. Development should be encouraged to occur within the existing City boundaries as a first priority.
2. Annexations should only be approved based on an overwhelming benefit to the community as a whole.

The development requirements for this annexation are limited – only one additional residential lot is added outside of City boundaries. The main benefit of this annexation is that the applicant has agreed to reduce density within City boundaries on parcel FT-2, decreasing the potential demand for City services. Another benefit is that the City's well and tank will be within City boundaries. The annexation also allows for better alignment of the Foothills at Francis Gate main access road, with the road intersecting with Foothill Drive instead of State Road 35. Staff identified no drawbacks to this annexation.

#### **Planning Commission Recommendation:**

The Planning Commission reviewed this item at their December 7<sup>th</sup> meeting. They are forwarding it to the City Council with a unanimous positive recommendation.

#### **Staff Recommendation:**

Annexation is legislative – the decision to grant or deny a petition is up to the discretion of the Planning Commission and City Council. If the proposed annexation is consistent with the goals of the General Plan and if it provides an overwhelming benefit to the community, the City Council may grant the petition.

#### **Community Review:**

A public hearing is required. In compliance with State Law and Francis City Code, notices were posted on the Public Notice website, the City website, outside two city buildings, and mailed to property owners within 600 feet of the proposed annexation 14 days prior to the public hearing.





Summit County, Sources: Esri, DeLorme, GeoEye, Earthstar Geographics, and the GIS User Community



1 in = 376 feet

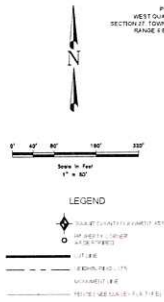
## Summit County Parcel Viewer

Summit County Parcel Viewer Application  
Printed on: 9/8/2023  
Imagery courtesy of Google



This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information and data obtained from various sources, including Summit County which is not responsible for its accuracy or timeliness.

# FINAL LOCAL ENTITY PLAT - ANNEXING FOOTHILLS AT FRANCIS GATE INTO THE TOWN OF FRANCIS LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SUMMIT COUNTY SALT LAKE BASE AND MERIDIAN



EXISTING CITY LIMITS

FOOTHILLS AT FRANCIS GATE FUND LP  
FT-1

FOOTHILLS AT FRANCIS GATE FUND LP  
FT-2

FOOTHILLS AT FRANCIS GATE FUND LP  
FT-3

FOOTHILLS AT FRANCIS GATE FUND LP  
FT-4

FOOTHILLS AT FRANCIS GATE FUND LP  
FT-5

FOOTHILLS AT FRANCIS GATE FUND LP  
FT-6

FOOTHILLS AT FRANCIS GATE FUND LP  
FT-7

FOOTHILLS AT FRANCIS GATE FUND LP  
FT-8

FOOTHILLS AT FRANCIS GATE FUND LP  
FT-9

FOOTHILLS AT FRANCIS GATE FUND LP  
FT-10

FOOTHILLS AT FRANCIS GATE FUND LP  
FT-11

FOOTHILLS AT FRANCIS GATE FUND LP  
FT-12

## BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS MONUMENTED CENTERLINE BETWEEN THE INTERSECTION OF THE WEST QUARTER CORNER, SECTION 27, TOWNSHIP 2 SOUTH, RANGE 6 EAST AND THE SOUTHWEST CORNER, SECTION 27, TOWNSHIP 2 SOUTH, RANGE 6 EAST, WHICH BEARS SOUTH 89° 00' 00" EAST 384.34 FEET.

## VICINITY MAP



FINAL LOCAL ENTITY PLAT APPROVAL	
APPROVED BY TOWNSHIP BOARD	DATE
APPROVED BY COUNTY BOARD	DATE
APPROVED BY STATE BOARD	DATE

## SURVEYOR'S CERTIFICATE

I, WILFRED D. LONG, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HAVE CONDUCTED THIS SURVEY IN ACCORDANCE WITH TITLE 18, CHAPTER 10, OF THE UTAH CODE. I HAVE ALSO CERTIFIED THAT THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE UTAH CODE AND THAT THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE UTAH CODE. I HAVE ALSO CERTIFIED THAT THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE UTAH CODE AND THAT THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE UTAH CODE.

SIGNED THIS 25TH DAY OF MAY 2021.

WILFRED D. LONG  
5/21/2021



## ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT THE TOWN OF FRANCIS, UTAH, HAS RECEIVED A PETITION FROM THE LAND OWNERS OF THE TRACT OF LAND SHOWN HEREON REQUESTING THAT SAID TRACT OF LAND BE ANNEXED TO THE TOWN OF FRANCIS, UTAH. THAT A COPY OF THE SURVEY HAS BEEN PREPARED FOR FILE HEREIN, ALL IN ACCORDANCE WITH THE UTAH CODE ANNOTATED 19-411 IN REGARDS TO PETITION, AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT OF LAND AS SHOWN AS PART OF THE TOWN OF FRANCIS, UTAH, AND THAT SAID TRACT OF LAND BE KNOWN AS THE FOOTHILLS AT FRANCIS GATE ANNEXATION.

ON THIS 25TH DAY OF MAY 2021:

WILFRED D. LONG  
COUNTY RECORDER

## COUNTY RECORDER

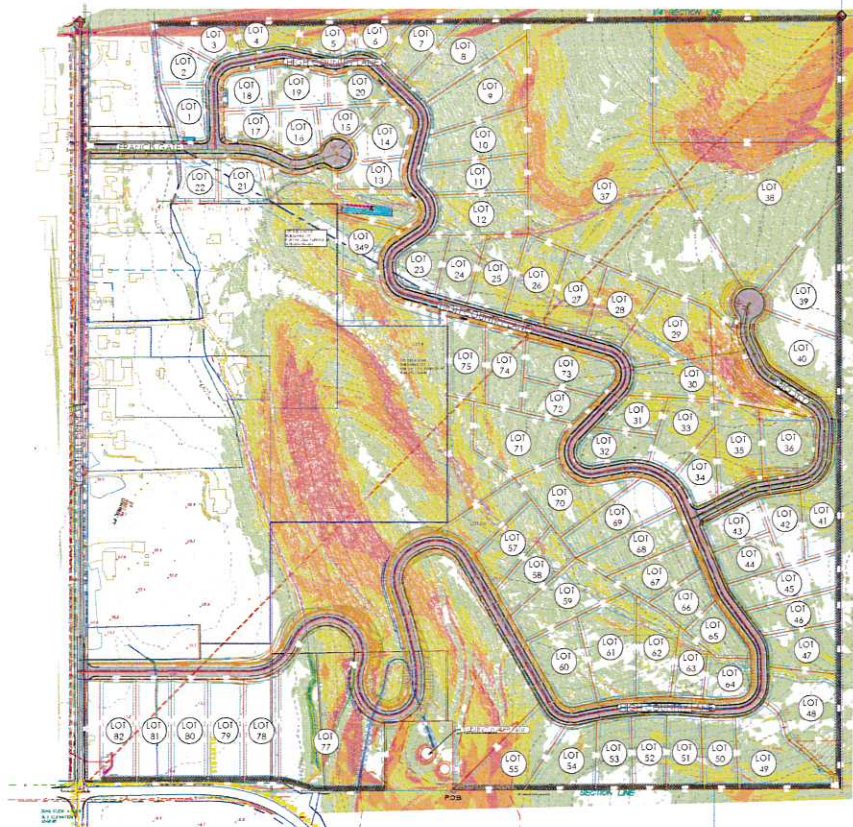
S1  
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ANNEXATION SURVEY FOR ARC DEVELOPERS  
PARCELS CD-2003-X, CD-2003, & CD-2001-A  
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27,  
TOWNSHIP 2 SOUTH, RANGE 6 EAST, S.L.B. & M.

DATE	DESCRIPTION
5/21/2021	ANNEXATION SURVEY
5/21/2021	ANNEXATION SURVEY
5/21/2021	ANNEXATION SURVEY
5/21/2021	ANNEXATION SURVEY
5/21/2021	ANNEXATION SURVEY





Scale: 1" = 100'

DRAWING TITLE

## SLOPE MAP

CLIENT

ARC DEVELOPERS  
AARON WERNLI  
ROBERT MCFADDEN

COMPLETION STATUS

PRE PERMIT DRAWINGS FOR FINAL APPROVAL

PROJECT

FOOT HILLS AT FRANCIS GATE  
2000 FOOTHILL DRIVE  
FRANCIS, UTAH

GENERAL

SLOPE TABLE				
Slope	Symbol	Color	Code	Notes
0% to 2%	1	Light Green	01	
2% to 5%	2	Light Yellow	02	
5% to 10%	3	Yellow	03	
10% to 15%	4	Orange	04	
15% to 20%	5	Red	05	
20% to 25%	6	Dark Red	06	
25% to 30%	7	Dark Orange	07	
30% to 35%	8	Dark Yellow	08	
35% to 40%	9	Dark Green	09	
40% to 45%	10	Dark Blue	10	
45% to 50%	11	Dark Purple	11	
50% to 55%	12	Dark Brown	12	
55% to 60%	13	Dark Grey	13	
60% to 65%	14	Dark Blue	14	
65% to 70%	15	Dark Purple	15	
70% to 75%	16	Dark Brown	16	
75% to 80%	17	Dark Grey	17	
80% to 85%	18	Dark Blue	18	
85% to 90%	19	Dark Purple	19	
90% to 95%	20	Dark Brown	20	
95% to 100%	21	Dark Grey	21	

REVISIONS

REV	DESCRIPTION	DATE
1	Issue & Submit to Planning Dept.	10/20/10
2	Issue & Submit to Planning Dept.	10/20/10
3	Issue & Submit to Planning Dept.	10/20/10
4	Issue & Submit to Planning Dept.	10/20/10
5	Issue & Submit to Planning Dept.	10/20/10



**JOHANSON**  
ENGINEERING

JOHANSON ENGINEERING  
CIVIL-PLANNING

1000 S. 1000 E. SUITE 100  
FRANCIS, UTAH 84401

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DATE	BY	CHKD	APPD
10/20/10	J. JOHANSON	J. JOHANSON	J. JOHANSON
10/20/10	J. JOHANSON	J. JOHANSON	J. JOHANSON
10/20/10	J. JOHANSON	J. JOHANSON	J. JOHANSON
10/20/10	J. JOHANSON	J. JOHANSON	J. JOHANSON



811  
Before you dig, call 811.

C-200

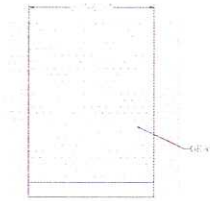
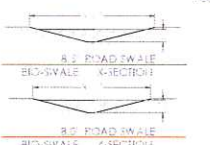
# FOOTHILLS AT FRANCIS GATE

The overall storm water drainage plan is to collect the generated storm water from the proposed improvements via street swales and channels, where the collected storm-water is to be slow released. The use of Bio-Swales and infiltration basins will contain and control the storm water

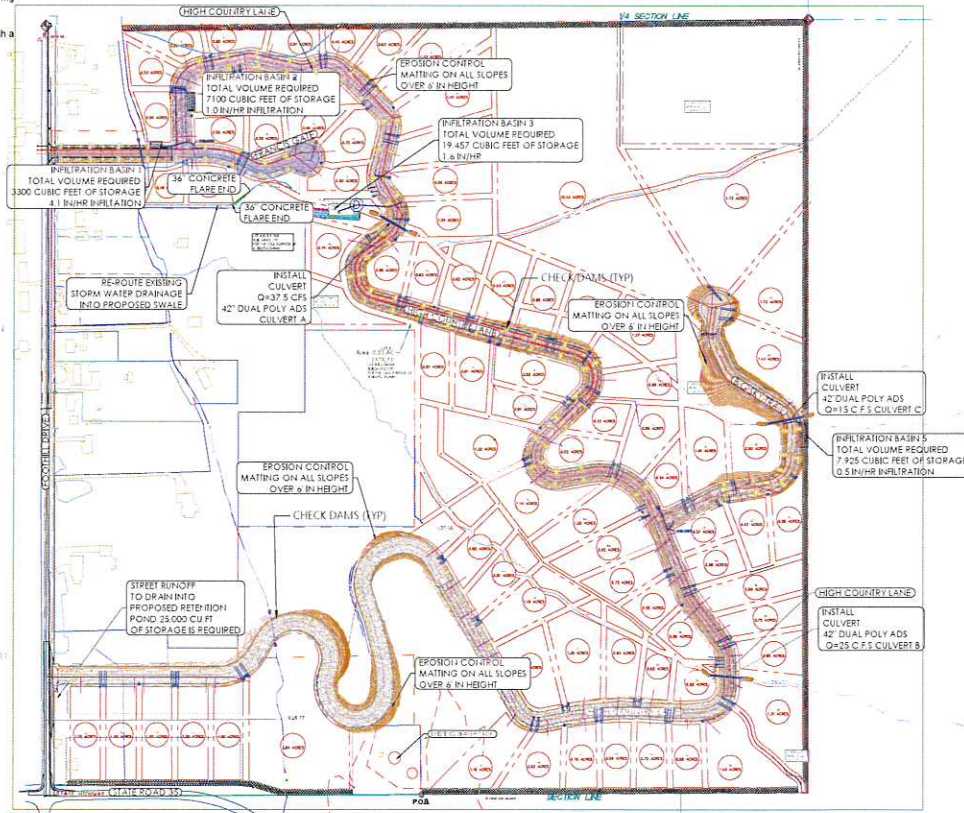
1. The infiltration basin varies in size it is proposed 4 locations for collecting the street storm water runoff and storing underground for infiltration into the soil
2. The design storm runoff is for a 100 year 24 hour event with a peak intensity of 2.84 inches
3. See Hydrology report for sizing and calculations.



IN-BARRIAGE SWALE ROCK CHECK DAM  
INSTALL CHECK DAMS ON ALL  
SLOPES AND VE 15% 6/EPH 100% TO  
CONTROL EROSION AND SPEED



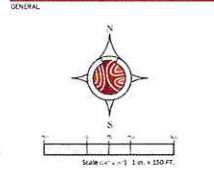
8.3-8.5 ROAD SWALE  
DEFLECTION BIO-SWALE PLAN VIEW



## DRAINAGE PLAN

CLIENT  
ARC DEVELOPERS  
AARON WERNLI  
ROBERT MCFADDEN

COMPLETION STATUS  
PRE PERMIT DRAWINGS FOR FINAL APPROVAL  
PROJECT  
FOOT HILLS AT FRANCIS GATE  
2000 FOOTHILL DRIVE  
FRANCIS, UTAH



REVISIONS	DATE	BY	CHKD
1. INITIAL DESIGN	10/18/20	JM	AW
2. REVISED DESIGN	11/18/20	JM	AW
3. REVISED DESIGN	12/18/20	JM	AW
4. REVISED DESIGN	01/19/21	JM	AW
5. REVISED DESIGN	02/19/21	JM	AW

**JOHANSON ENGINEERING**  
CIVIL PLANNING  
1528 HARTING AVENUE SUITE 200  
DALLAS, TX 75207  
PHONE: 972.379.7442

DATE	BY	CHKD	APPD
10/18/20	JM	AW	
11/18/20	JM	AW	
12/18/20	JM	AW	
01/19/21	JM	AW	
02/19/21	JM	AW	



FRANCIS CITY

ORDINANCE NO. 2023-09

AN ORDINANCE OF THE CITY COUNCIL OF FRANCIS CITY APPROVING AN ANNEXATION  
WITH FOOTHILL AT FRANCIS GATES FOR THE FOOTHILL AT FRANCIS GATES  
ANNEXATION DEVELOPMENT

**WHEREAS**, Developer is the owner of certain real property which is proposed for annexation to Francis City; and,

**WHEREAS**, the Planning Commission previously held a public hearing on the annexation, and all the affected property owners were notified; and

**WHEREAS**, the City Council now desires to approve the entry of the Annexation conditioned upon finalizing the Annexation Agreement with the Developer;

**NOW, THEREFORE, BE IT ORDAINED** by the Francis City Council as follows:

Section 1. Approval. The Foothill at Francis Gates Annexation is hereby annexed conditioned upon the execution of the Annexation Agreement, attached hereto as Exhibit "A" and incorporated herein by reference, is hereby approved by the City Council of the City of Francis. The Mayor of the City is hereby authorized to execute the Agreement for and on behalf of the City.

Section 2. Severability. If any section, part, or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of the Ordinance shall be severable.

Section 3. Effective Date. This Ordinance shall become effective upon the execution of the Foothills at Francis Gates Annexation Agreement by the City and Developer.

**PASSED AND APPROVED** by the Francis City Council this     day of                      , 2023.

By: \_\_\_\_\_  
Jeremie Forman, Mayor

[SEAL]

**VOTING:**

Jeremie Forman	Yea ____	Nay ____
Sam Hunter	Yea ____	Nay ____
Shana Fryer	Yea ____	Nay ____
Clayton Querry	Yea ____	Nay ____
Clint Summer	Yea ____	Nay ____

**ATTEST:**

\_\_\_\_\_  
Suzanne Gillet, City Recorder



Exhibit "A"

**ANNEXATION AGREEMENT  
FOR THE  
FOOTHILLS AT FRANCIS GATE SUBDIVISION ANNEXATION  
FRANCIS CITY, UTAH**

This Agreement is made and entered into by and between FRANCIS CITY, a political subdivision of the State of Utah, hereinafter referred to as "City," and Foothills at Francis Gate GP, LLC, a Utah limited liability company, hereinafter referred to as "Developer," for Developer and for Developer's real property successors and assigns, Developer being the signer of the Annexation Petition filed with the City on \_\_\_\_\_, \_\_\_\_ 2023, and the owner of the parcels of land located in Summit County, Utah bearing Summit County tax identification numbers CD-2003, CD-2001-A, as well as parcel CD-2003-X owned by Francis City, (hereinafter referred to as "the Development Parcels," legal descriptions for Developer owned property are attached hereto as Exhibit A, and the legal description for City owned property is attached hereto as Exhibit B, both of which are incorporated herein by reference).

**RECITALS**

A. Francis City, acting pursuant to its authority under Utah Code Annotated (UCA) 10-9a-101 *et seq.*, and UCA 10-2-401 *et seq.* in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed annexation and, in the exercise of its legislative discretion, has elected to enter into this Agreement.

B. Developer is the owner or owners' agent of certain real property described on Exhibit A attached hereto and incorporated herein by reference, and Francis City is the owner of certain real property described on Exhibit B attached hereto and incorporated herein by reference, which properties are proposed for annexation to Francis City and is hereinafter referred to as "the Annexation Property" which boundaries are more particularly described on Exhibit C, attached hereto and incorporated by reference.

C. The Annexation Property, once annexed into Francis City, will be subject to the Francis City Land Use Code and other City ordinances unless otherwise approved by City of Francis. Developer and the City desire to allow Developer and others to make improvements to the Annexation Property.

D. The improvements and changes to be made to the Annexation Property shall be consistent with the current ordinances and standards of the City of Francis, unless otherwise approved by City of Francis, any future changes to ordinances and standards of the City of Francis, and the City of Francis General Plan.

E. Developer and the City acknowledge and agree that the development and improvement of the Annexation Property pursuant to this Agreement will result in planning and economic benefits to the City and its residents, and will provide certainty useful to the Annexation Property and the City in ongoing future communications and relations with the community.

F. The City's governing body has authorized execution of this Agreement by Resolution No.2023-11, to which this Agreement is attached as "Exhibit D" and incorporated herein by reference.

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

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

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

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

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

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

**V. General Provisions.**

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

B. Authority. The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants that each party is fully formed and validly existing under the Laws of the State of Utah, and that each party is duly qualified to do business in the State of Utah and each is in good standing under applicable state laws. The Developer and the City warrant to each other

that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing. Developer represents to the City that by entering into this Agreement, Developer has bound themselves, the Development Parcels, and all persons and entities having any current or future legal or equitable interest in the Development Parcels, to the terms of the Agreement.

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

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

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

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

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

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

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

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



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

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

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

**VII. Annexation.** The City, pursuant to the Petition filed by the requisite number of land owners and land area within the area proposed for annexation, and in accordance with the authority granted by statute, agrees to adopt an ordinance of annexation and thereby to annex into the City the area described on Exhibit C, consisting of Tax Parcels Nos. CD-2003, CD-2001-A, and CD-2003-X. The area to be annexed and the annexation shall be subject to the terms and conditions of this Agreement as well as the annexation laws and other laws of the City and of the State of Utah. The area to be annexed is part of the unincorporated area of Summit County, State of Utah. It is further agreed that this proposed annexation meets all requirements of State law in that:

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

**VIII. General Character of the Land to be Annexed.**

- A. Description of Land: The Annexation Property consists of approximately 6.84 acres of land. The area proposed for annexation is located adjacent to the current boundaries of Francis City.
- B. Municipal Services Required: The Annexation Property will require municipal services from the City, to be provided pursuant to City ordinances and the provisions of this Agreement.
- C. CD-2003-X – will be zoned P-F. All also other Development Parcels to be zoned AG-1.

**IX. Conditions of Annexation.**

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

1. **No Additional Lots**

a. FT-2 is also owned by the Developer and has already certain zoning rights. This annexation is being granted in part, because Developer agrees to develop no more than 6 lots on the combined parcels: CD-2001-A, CD-2003 & FT-2.

2. **Water**

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

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

3. **Streets**

a. Developer will widen Foothill Drive from the intersection with SR-35 to the north property line of the Development Parcels.

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

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

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

e. All street connections to County or State roads will meet both City and County and/or State road standards.

4. **Sewer** In order to conduct development on the Development Parcels, Developer shall install any necessary facilities, both onsite and offsite, to

connect the Development Parcels, and any lots or units contained thereon, to the Francis City sewer system, at Developer' own expense.

5. **Additional Requirements Applicable to Developer**

a. Prior to obtaining approval for any project located on the Development Parcels, Developer shall submit and obtain City approval of a plan to provide for safe and adequate storm water drainage at Developer' expense, throughout the Development Parcels.

b. Developer and Developer' successors and assigns agree to pay the City for the City's costs incurred in creating this Annexation Agreement and in reviewing and processing the Annexation Petition and any application(s) for development on the Development Parcels, including but not limited to reasonable legal and engineering fees. These costs will be paid pursuant to the escrow account procedures and other procedures set forth in City ordinances and policies.

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

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

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

1. Annex approximately 6.84 acres known as the Foothills Annexation into the City.
2. Zone the Annexation Parcels as/into AG-1 Zone.
3. Receive, review and consider approval of a subdivision on the Development Parcels in accordance with City zoning restrictions.
4. Once the subdivision is approved, provide municipal services to the Development Parcels within the Foothills Annexation, in accordance with City standards.

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



IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF FRANCIS  
a Utah Municipal Corporation

ATTEST:

By (signature): \_\_\_\_\_  
Suzanne Gillett  
City Recorder

By(signature): \_\_\_\_\_  
Jeremie Forman  
Mayor

Seal:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

The terms of this Annexation Agreement are agreed to by:

Developer  
Foothills at Francis Gate GP, LLC,  
a Utah limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_.

STATE OF UTAH                    )  
  ) ss.  
County of Summit                )

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

\_\_\_\_\_  
NOTARY PUBLIC

Exhibit A

Developer Owned Parcels Legal Description

Parcel Nos. CD-2003 and CD-2001-A



Exhibit B

City Owned Parcel Legal Description

Parcel No. CD-2003-X

Exhibit C  
Annexation Boundary Description

ANNEXATION BOUNDARY DESCRIPTION

PARCEL CONTAINS \_\_\_\_\_ ACRES, MORE OR LESS

Exhibit D

Francis City Resolution

**FRANCIS, UTAH**

**RESOLUTION NO. 2023-11**

**A RESOLUTION OF THE FRANCIS CITY COUNCIL APPROVING AN  
ANNEXATION AGREEMENT WITH FOOTHILL AT FRANCIS GATES  
FOR THE FOOTHILL AT FRANCIS GATES ANNEXATION  
DEVELOPMENT**

**WHEREAS**, Developer is the owner of certain real property which is proposed for annexation to Francis City; and,

**WHEREAS**, the City Council approved the annexation on December 14<sup>th</sup>, 2023; and

**WHEREAS**, the Council has reviewed the proposed agreement and now desires to authorize the Mayor to execute the Annexation Agreement with Developer on behalf of the City;

**NOW, THEREFORE**, BE IT RESOLVED BY THE CITY COUNCIL OF FRANCIS CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. **Approval.** That certain agreement, attached hereto as Exhibit A and incorporated herein by reference, is approved by the City Council of the City of Francis. The Mayor is authorized to sign and execute it on behalf of the City.

Section 2. **Severability.** If any section, part, or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FRANCIS CITY, STATE OF UTAH, THIS \_\_\_\_ DAY OF DECEMBER 2023.**

**FRANCIS CITY**

ATTEST:

\_\_\_\_\_  
Suzanne Gillett  
City Recorder

By: \_\_\_\_\_  
Jeremie Forman  
Mayor



Exhibit "A"

**ANNEXATION AGREEMENT  
FOR THE  
FOOTHILLS AT FRANCIS GATE SUBDIVISION ANNEXATION  
FRANCIS CITY, UTAH**

This Agreement is made and entered into by and between FRANCIS CITY, a political subdivision of the State of Utah, hereinafter referred to as "City," and Foothills at Francis Gate GP, LLC, a Utah limited liability company, hereinafter referred to as "Developer," for Developer and for Developer's real property successors and assigns, Developer being the signer of the Annexation Petition filed with the City on \_\_\_\_\_, \_\_\_\_ 2023, and the owner of the parcels of land located in Summit County, Utah bearing Summit County tax identification numbers CD-2003, CD-2001-A, as well as parcel CD-2003-X owned by Francis City, (hereinafter referred to as "the Development Parcels," legal descriptions for Developer owned property are attached hereto as Exhibit A, and the legal description for City owned property is attached hereto as Exhibit B, both of which are incorporated herein by reference).

**RECITALS**

A. Francis City, acting pursuant to its authority under Utah Code Annotated (UCA) 10-9a-101 *et seq.*, and UCA 10-2-401 *et seq.* in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed annexation and, in the exercise of its legislative discretion, has elected to enter into this Agreement.

B. Developer is the owner or owners' agent of certain real property described on Exhibit A attached hereto and incorporated herein by reference, and Francis City is the owner of certain real property described on Exhibit B attached hereto and incorporated herein by reference, which properties are proposed for annexation to Francis City and is hereinafter referred to as "the Annexation Property" which boundaries are more particularly described on Exhibit C, attached hereto and incorporated by reference.

C. The Annexation Property, once annexed into Francis City, will be subject to the Francis City Land Use Code and other City ordinances unless otherwise approved by City of Francis. Developer and the City desire to allow Developer and others to make improvements to the Annexation Property.

D. The improvements and changes to be made to the Annexation Property shall be consistent with the current ordinances and standards of the City of Francis, unless otherwise approved by City of Francis, any future changes to ordinances and standards of the City of Francis, and the City of Francis General Plan.

E. Developer and the City acknowledge and agree that the development and improvement of the Annexation Property pursuant to this Agreement will result in planning and economic benefits to the City and its residents, and will provide certainty useful to the Annexation Property and the City in ongoing future communications and relations with the community.

F. The City's governing body has authorized execution of this Agreement by Resolution No.2023-11, to which this Agreement is attached as "Exhibit D" and incorporated herein by reference.

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

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

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

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

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

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

**V. General Provisions.**

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

B. Authority. The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants that each party is fully formed and validly existing under the Laws of the State of Utah, and that each party is duly qualified to do business in the State of Utah and each is in good standing under applicable state laws. The Developer and the City warrant to each other

that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing. Developer represents to the City that by entering into this Agreement, Developer has bound themselves, the Development Parcels, and all persons and entities having any current or future legal or equitable interest in the Development Parcels, to the terms of the Agreement.

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

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

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

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

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

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

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

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



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

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

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

**VII. Annexation.** The City, pursuant to the Petition filed by the requisite number of land owners and land area within the area proposed for annexation, and in accordance with the authority granted by statute, agrees to adopt an ordinance of annexation and thereby to annex into the City the area described on Exhibit C, consisting of Tax Parcels Nos. CD-2003, CD-2001-A, and CD-2003-X. The area to be annexed and the annexation shall be subject to the terms and conditions of this Agreement as well as the annexation laws and other laws of the City and of the State of Utah. The area to be annexed is part of the unincorporated area of Summit County, State of Utah. It is further agreed that this proposed annexation meets all requirements of State law in that:

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

**VIII. General Character of the Land to be Annexed.**

- A. Description of Land: The Annexation Property consists of approximately 6.84 acres of land. The area proposed for annexation is located adjacent to the current boundaries of Francis City.
- B. Municipal Services Required: The Annexation Property will require municipal services from the City, to be provided pursuant to City ordinances and the provisions of this Agreement.
- C. CD-2003-X – will be zoned P-F. All also other Development Parcels to be zoned AG-1.



**IX. Conditions of Annexation.**

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

1. **No Additional Lots**

a. FT-2 is also owned by the Developer and has already certain zoning rights. This annexation is being granted in part, because Developer agrees to develop no more than 6 lots on the combined parcels: CD-2001-A, CD-2003 & FT-2.

2. **Water**

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

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

3. **Streets**

a. Developer will widen Foothill Drive from the intersection with SR-35 to the north property line of the Development Parcels.

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

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

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

e. All street connections to County or State roads will meet both City and County and/or State road standards.

4. **Sewer** In order to conduct development on the Development Parcels, Developer shall install any necessary facilities, both onsite and offsite, to

connect the Development Parcels, and any lots or units contained thereon, to the Francis City sewer system, at Developer' own expense.

5. **Additional Requirements Applicable to Developer**

a. Prior to obtaining approval for any project located on the Development Parcels, Developer shall submit and obtain City approval of a plan to provide for safe and adequate storm water drainage at Developer' expense, throughout the Development Parcels.

b. Developer and Developer' successors and assigns agree to pay the City for the City's costs incurred in creating this Annexation Agreement and in reviewing and processing the Annexation Petition and any application(s) for development on the Development Parcels, including but not limited to reasonable legal and engineering fees. These costs will be paid pursuant to the escrow account procedures and other procedures set forth in City ordinances and policies.

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

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

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

1. Annex approximately 6.84 acres known as the Foothills Annexation into the City.
2. Zone the Annexation Parcels as/into AG-1 Zone.
3. Receive, review and consider approval of a subdivision on the Development Parcels in accordance with City zoning restrictions.
4. Once the subdivision is approved, provide municipal services to the Development Parcels within the Foothills Annexation, in accordance with City standards.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF FRANCIS  
a Utah Municipal Corporation

ATTEST:

By (signature): \_\_\_\_\_  
Suzanne Gillett  
City Recorder

By(signature): \_\_\_\_\_  
Jeremie Forman  
Mayor

Seal:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

The terms of this Annexation Agreement are agreed to by:

Developer  
Foothills at Francis Gate GP, LLC,  
a Utah limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF UTAH                    )  
  ) ss.  
County of Summit                )

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

\_\_\_\_\_  
NOTARY PUBLIC



Exhibit A

Developer Owned Parcels Legal Description

Parcel Nos. CD-2003 and CD-2001-A

Exhibit B

City Owned Parcel Legal Description

Parcel No. CD-2003-X

Exhibit C  
Annexation Boundary Description

ANNEXATION BOUNDARY DESCRIPTION

PARCEL CONTAINS \_\_\_\_\_ ACRES, MORE OR LESS

Exhibit D

Francis City Resolution



Francis City  
Lease - 24 Acre Property  
December 14, 2023  
1:00 P.M.

Bidder	Bid per Year	3 Year Lease
Jason Averett	\$ 2,430.00	\$ 7,290.00
Garrett Crystal	\$ 2,250.00	\$ 6,750.00
Jeff Kissell	\$ 1,801.00	\$ 5,403.00
Jordan Page	\$ 1,100.00	\$ 3,300.00



**Francis City Council  
2024 Meeting Schedule  
2319 So. Spring Hollow Rd. Francis, Utah 84036**

Pursuant to Section 52-4-6, Utah Code, notice is hereby given that the Francis City Council will hold their regular meetings during the 2024 calendar year as follows:

January 11<sup>th</sup>, 2024  
February 8<sup>th</sup>, 2024  
March 14<sup>th</sup>, 2024  
April 11<sup>th</sup>, 2024  
May 9<sup>th</sup>, 2024  
June 13<sup>th</sup>, 2024  
July 11<sup>th</sup>, 2024  
August 8<sup>th</sup>, 2024  
September 12<sup>th</sup>, 2024  
October 10<sup>th</sup>, 2024  
November 14<sup>th</sup>, 2024  
December 12<sup>th</sup>, 2024

**There may be changes made and meetings added on the 4<sup>th</sup>, Thursday of the month, those changes will be posted at the City Office, City Community Building, Francis City Website: [francisutah.org](http://francisutah.org) and the Utah Public Notice Website.**

Meetings begin at 6:00 p.m.... The meetings will be in the Francis Community Building. You may join via You Tube channel <https://www.youtube.com/channel/UC-9wahpEELShvGQZShXGIXg> but there will be no public comment via You Tube.

In compliance with the American Disabilities, Act, individuals needing special accommodations for these meetings should notify City Recorder Suzanne Gillett at 435-783-6236 or 2317 So. Spring Hollow Rd. Francis, Utah 84036 at least 24 hours before this meeting.



### **Staff Report**

**To:** Francis City Council

**From:** Katie Henneuse

**Report Date:** December 6, 2023

**Meeting Date:** December 14, 2023

**Title:** Hidden Meadows Subdivision

**Type of Item:** Preliminary Plan Update

#### **Executive Summary:**

The annexation of Hidden Meadow Ranches was approved in October 2021. The development is located southwest of the Lambert Lane and Hallam Road intersection. It was annexed into Francis as an AG-2 Conservation Subdivision. Over 80% of the land will be held as open space in a conservation easement. Initially, 150 total units were approved (102 single-family and 48 townhomes). In October 2022, the applicant decided to revise the layout of the subdivision to avoid building on steep slopes in the sensitive lands overlay. The applicant reduced the overall number of lots to 147 (111 single family and 36 townhomes). Recently, the applicant notified the City that all townhomes will be removed from the development to avoid the 20% deed restriction requirement. The applicant is proposing 134 single family lots (see attached plans). The lots with a red circle changed from townhomes to single family lots. The blue circles are lots that changed from two lots to three lots or are newly created single lots.

#### **Preliminary Plan Update Review:**

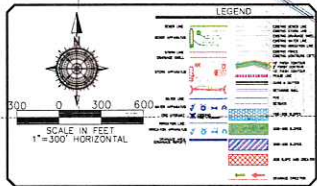
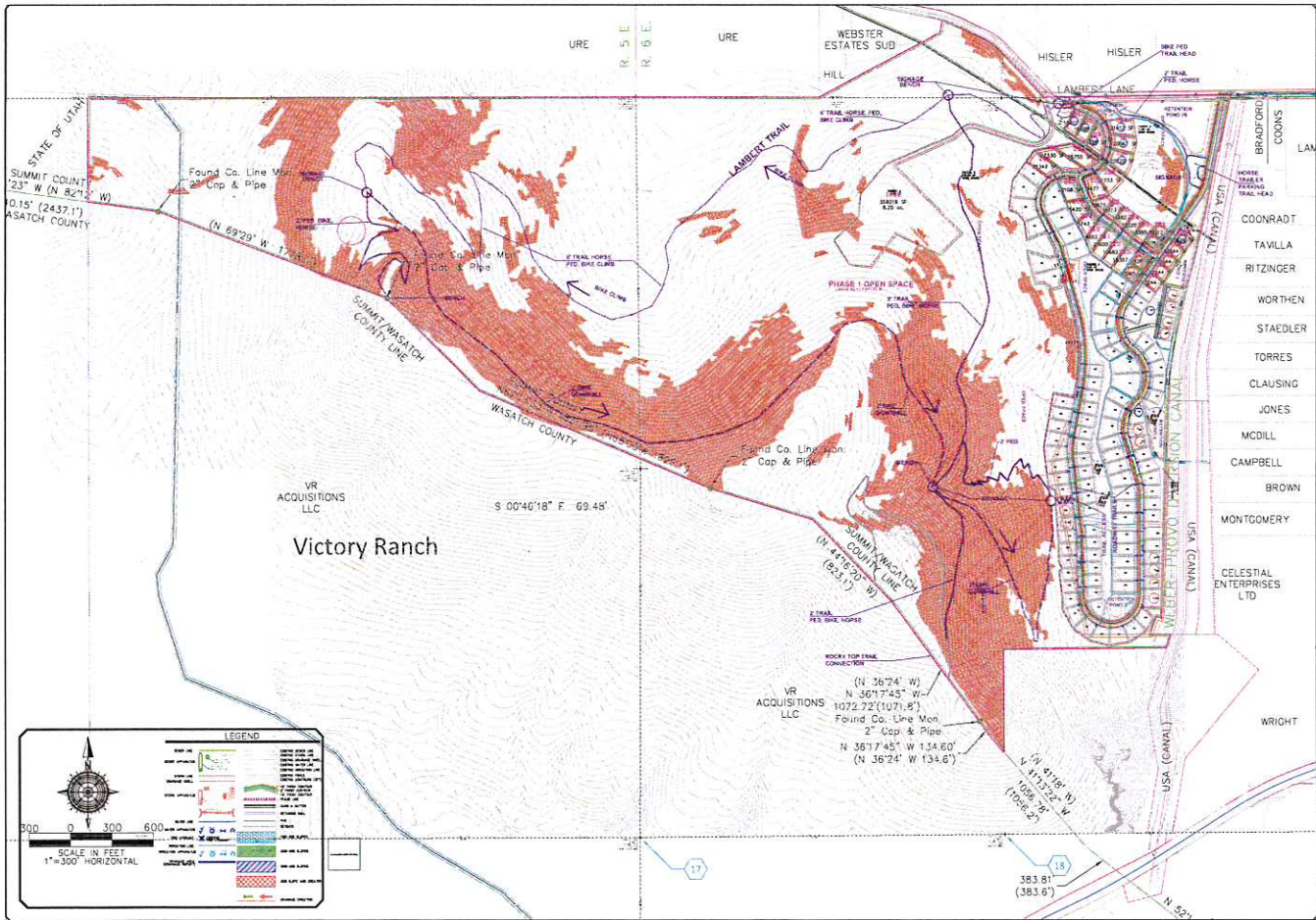
Staff reviewed the preliminary plan updated layout considering City Code sections 17.30 (Preliminary Plan) and 17.60 (Conservation Subdivision). The applicant meets the lot requirements for a conservation subdivision, except lots 401-405 are located off a private lane. The private lane configuration should be discussed further with the fire district to determine if it meets their requirements. The applicant must also consider plans for maintenance responsibilities.

#### **Staff Recommendation:**

This item is for informational purposes only. No motion is needed.

#### **Community Review:**

A public hearing is not required for this item. Previous public hearings were held for the annexation and subdivision.



DATE: 11-11-2011		BY: [Signature]	SCALE: 1"=300'
DRAWN BY: [Signature]		CHECKED BY: [Signature]	DATE: 11-11-2011
DESIGNED BY: [Signature]		APPROVED BY: [Signature]	DATE: 11-11-2011
CONSTRUCTION MANAGEMENT			

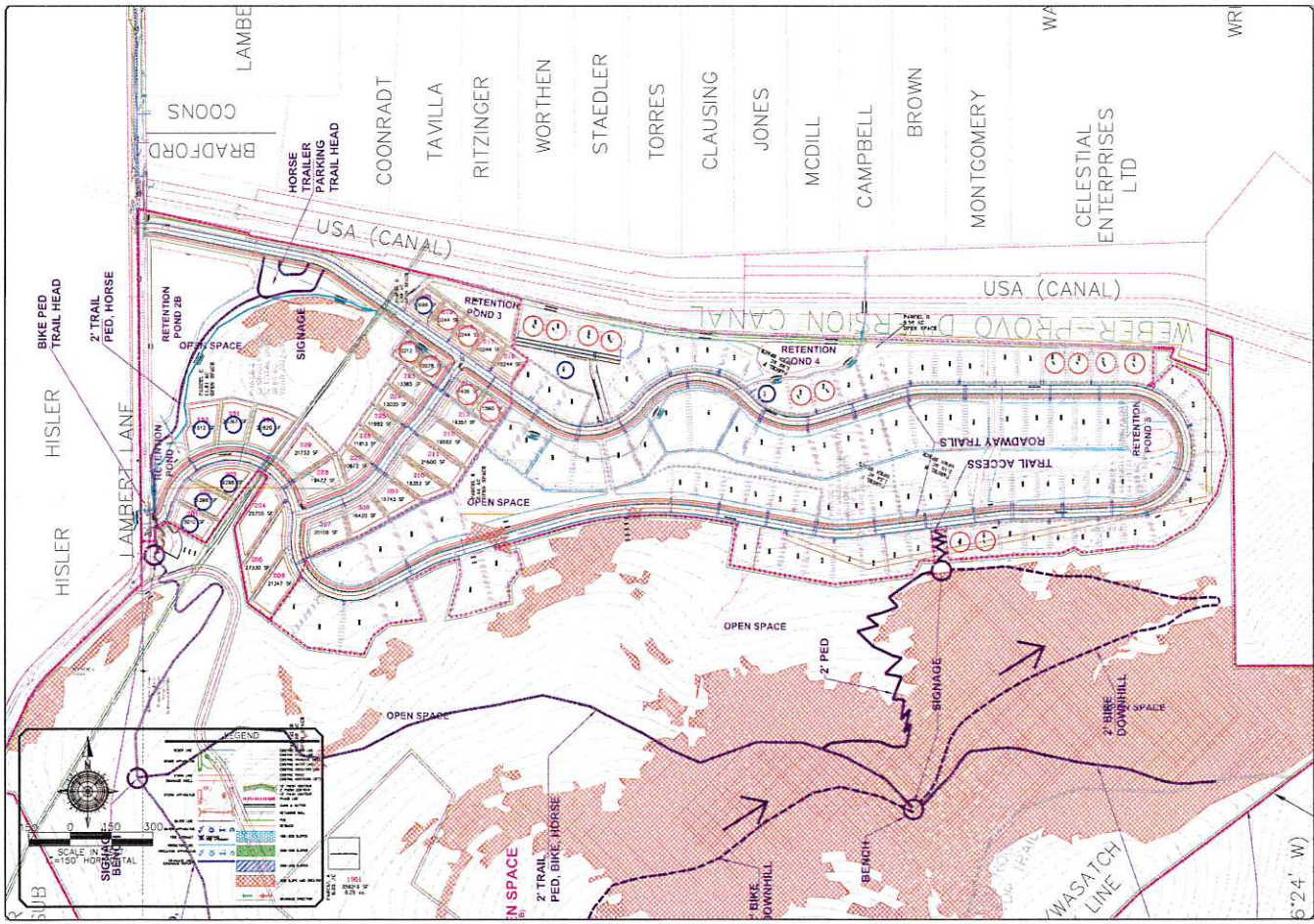
  

GATEWAY CONSULTING, Inc.	
1000 BOX 1000 SOUTH JORDAN, UT 84065	
TEL: 801.224.1000 FAX: 801.224.1001	
WWW.GATEWAYCONSULTING.COM	

HIDDEN MEADOWS SUBDIVISION CONCEPT	
FRANCIS TOWN	
SHEET NO. 12-7-23	





<b>GATEWAY CONSULTING, Inc.</b> 1700 S. 3000 EAST, SUITE 200, OGDEN, UT 84403 (801) 466-1111 www.gatewayconsulting.com		SHEET NO. _____ OF _____ DATE _____ DRAWN BY _____ CHECKED BY _____ IN CHARGE _____ SCALE _____ PROJECT _____
<b>HIDDEN MEADOWS SUBDIVISION CONCEPT</b>		FRANCIS TOWN
12-7-23		6"=24' W





### **Staff Report**

**To:** Francis City Council  
**From:** Katie Henneuse  
**Report Date:** December 6, 2023  
**Meeting Date:** December 14, 2023  
**Title:** Grade and Height  
**Type of Item:** Code Text Amendment  
**Action:** Legislative

#### **Executive Summary:**

Update – This item was discussed at the November 9<sup>th</sup>, 2023 City Council meeting and was tabled until a full council is present.

The purpose of this amendment is to:

- Simplify the code regulating building height so that it is more straightforward for staff to determine whether structures meet the building height provisions.
- Allow Commercial and City Center zoned properties on SR 32 or SR 35 to measure height from finished grade instead of natural grade since many properties along the highway require significant filling to prevent structural water intrusion.
- Change the height exception for parapet walls from 18 inches to ten feet since parapet walls are often used to conceal mechanical equipment and elevator shafts and an 18-inch parapet wall requires a safety railing.
- Eliminate redundant and conflicting codes.

#### **Planning Commission Recommendation:**

The Planning Commission reviewed this item at their November 2, 2023, meeting and are forwarding it to the City Council with a unanimous positive recommendation.

#### **Staff Recommendation:**

Discuss the proposed amendment and make changes if needed. Motion one of three options:

- Approve if the Council decides the amendment is in the best interest of the City.
- Deny if the Council decided the amendment is not in the best interest of the City.
- Table if more time is needed to discuss the amendment.

#### **Community Review:**

A public hearing is not required at this time. A public hearing for this item was held on November 9<sup>th</sup>, 2023.

**Exhibit A, Ordinance 2023-07****18.10 Definitions**

“Grade, finished” means the average elevation of the ground abutting the building or structure at the exterior walls after completion of cutting and/or filling.

“Grade, natural” means elevation of the existing surface of the land prior to commencement of construction of any improvements proposed or any previous site disturbance. Natural grade, when not readily established due to prior modifications in terrain, shall be fixed by reference elevations and slopes at points where the prior disturbance appears to meet the undisturbed portions of the subject property or the adjacent property’s undisturbed grade. The estimated natural grade shall tie into the elevation and slopes of adjoining properties without creating a need for new retaining walls, or abrupt differences in the visual slope and elevation of the land; and not change the direction or flow of run-off water. ~~For the purpose of measuring the height of any building from natural grade, the measurement shall be the vertical distance from natural grade to the highest point of the coping of a flat roof, or to the deck line of a mansard roof, or to a point midway between the lowest part of the eaves or cornice and ridge of a hip roof. This measurement shall occur at any point within the building plane where height occurs.~~

~~“Height” means the vertical distance from natural undisturbed grade to the highest point of a flat roof or to the deck line of mansard roof or to a point midway between the lowest part of the eaves or cornice and ridge of a hip roof. In no case shall a mansard roof or the parapet wall of a flat roof extend more than 18 inches above the deck line or maximum zone height, whichever is lower. Roofs not fitting clearly any of the above three classifications shall be classified by the City staff in accordance with the roof they most clearly resemble. Roofs which drain to the center shall be considered as flat or mansard depending on their configuration.~~

“Height” means the vertical distance from natural grade to the highest point of a flat or pitched roof. In the Commercial (C-1) and City Center (CC) Zones, properties within 500 feet of SR 32 or SR 35 may measure height from finished grade to the highest point of a flat or pitched roof if finished grade is at or below the grade of the road at the edge of the asphalt.

**18.15.100 Height provisions.**

The height of any structure shall not exceed the maximum height of 32 feet in residential zones and 40 feet in all other zones, unless an express exception in this code applies, nor exceed the recommendation of the South Summit Fire District. ~~The total height of the building or structure shall be measured as the vertical distance from the natural grade to the highest point. “Natural grade” shall mean the elevation of the existing surface of the land prior to commencement of construction of any improvements proposed or any previous site disturbance. Natural grade, when not readily established due to prior modifications in terrain, shall be fixed by reference~~



elevations and slopes at points where the prior disturbance appears to meet the undisturbed portions of the subject property or the undisturbed grade of adjacent properties. The estimated natural grade shall tie into the elevation and slopes of adjoining properties without creating a need for new retaining walls, or abrupt differences in the visual slope and elevation of the land, and not change the direction or flow of run-off water. To allow for attachments which are unoccupied and clearly accessory in nature, the following exceptions apply:

1. Antennas, chimneys, flues, vents, or similar structures may extend up to 10 feet above the specified maximum height limit for the zone.
2. Water towers and mechanical equipment in nonresidential zones may extend up to 10 feet above the specified maximum height limit.
3. Church spires, bell towers, clock towers, cupolas, parapet walls, and like architectural features-elements on nonresidential lots may extend over the specified maximum height limit, but shall not contain any habitable spaces above the maximum zone height stated. These features-elements must be approved as part of the site plan review and final plat approval and under no circumstances shall be more than 50 feet above natural grade unless approved as part of a conditional use permit.

#### **18.45.080 Building height.**

Buildings in the C-1 zone ~~should~~shall not exceed 40 feet in height, unless an express exception in Section 18.15.100 applies, nor exceed the recommendation of the South Summit Fire District.. Architectural elements, such as a clock tower, chimney, or cupola with a height of no more than 10 additional feet, shall be a conditional use to ensure adequate fire protection. No building in the C-1 zone shall exceed 50 feet from the finished grade to the tallest portion of the building including architectural elements.

Municipality	Height Measurement	Parapet wall	Height Exceptions	Commercial Zone Max Height
Francis	Natural grade to the highest point of a flat roof or midway point between eaves and ridge of a hip roof.	Allowed an additional 18 inches above maximum zone height.	Clock tower, chimney, cupola, church spires, bell tower may extend no more than 10 additional feet unless approved as part of a conditional use permit.  Antennas, chimneys, flues, vents, or similar structures may extend up to 10 feet above the max height.	40' Up to 50' with architectural elements or unoccupied accessory attachments
Kamas	<i>Building height.</i> The vertical distance from the average finished grade surface at the building wall to the highest point of the roof.  <i>Height, building.</i> The vertical distance from center of access road or average natural grade of home site at the building wall to the highest point of the roof.	Defined, but not used in code	Chimneys, flagpoles, church towers and other similar structures not used for human occupancy may be allowed on a case-by-case basis with a conditional use permit.	35' from grade of SR 248 in Entry Corridor Commercial Zone  27' in General Commercial Zone
Oakley	Distance from natural grade to the highest point of a flat or pitched roof or other portion of a structure.	Only used in definition of wall-mounted antenna.	Vertical architectural features on houses of worship, such as steeples which are associated with the religious function of the building, may be constructed 2 1/2 times the height of the building.	32' unless additional building height is required for commercial use and is approved by the Fire District and is determined by the Planning Commission to be compatible with adjacent buildings and uses. In no case shall the building height exceed 50'.

<b>Municipality</b>	<b>Height Measurement</b>	<b>Parapet wall</b>	<b>Height Exceptions</b>	<b>Commercial Zone Max Height</b>
Park City	Vertical distance under any roof element to existing grade.	Allowed up to 24 inches above highest wall top plate that supports the ceiling joints or roof rafters.	<p>Antennas, chimneys, flues, vents, and similar structures may extend up to five feet (5') above the highest point of the building.</p> <p>Church spires, bell towers, and like architectural features may extend up to 50% above the zone height but may not contain habitable space above the zone height.</p>	<p>35' with additional 5' height allowance for gable, hip barrel, and similar pitched roofs if the roof pitch is 4:12 or greater.</p> <p>Regional Commercial Overlay - the Planning Commission may approve an increase in building height up to 25% of the zone height in the underlying zone. (Up to 43.75 ft max in with flat roof).</p>
Summit County	Max distance from natural grade at any point to the top of the structure.	Only used in definition of wall-mounted antenna	<p>Roof vents, chimneys, furnace vents, plumbing vents, and antennas are exempt from the height regulations.</p> <p>In the NMU-1 Zone, Council may grant a height exception up to 60' for affordable housing.</p>	<p>32' unless additional building height is required for commercial use and is approved by the fire district and is determined to be compatible with adjacent buildings and uses. In no case shall the building height exceed 50'.</p> <p>Max height in the NMU-1 zone is 45' feet unless otherwise permitted through the Master Planned Development process.</p>

\*Parapet – an extension of a vertical building wall above the line of the structural roof.





**FRANCIS CITY**

**ORDINANCE NO. 2023--07**

**AN ORDINANCE OF THE FRANCIS CITY COUNCIL AMENDING SECTIONS OF THE CITY CODE RELATING TO HEIGHT & GRADE. SECTIONS 18.10, 18.15.00, AND 18.45.080**

**WHEREAS**, the Francis City Council finds that it is in the public interest to amend provisions of the Francis City Code relating to Height and Building Grade.

**NOW, THEREFORE, BE IT ORDAINED** by the Francis City Council as follows:

Section 1. Amendment. Section of the Francis City Code is hereby amended to read in its entirety as set forth in Exhibit A, attached hereto and incorporated herein by reference.

Section 2. Severability. If any section, part, or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections parts and provisions of this Ordinance shall be severable.

Section 3. Effective Date. This Ordinance shall take effect upon publication or posting or (30) days after passage, whichever occurs first.

PASSED AND ADOPTED by the Francis City Council the 9<sup>th</sup>, day of November 2023.

Aye            Nay

Mayor Jeremie Forman  
Councilmember Shana Fryer  
Councilmember Sam Hunter  
Councilmember Clayton Querry  
Councilmember Clint Summers

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor Jeremie Forman

\_\_\_\_\_  
City Recorder Suzanne Gillett

City Seal

## Capital Improvements Projects Summary 2024



Short Term: 1 Year  
Medium Term: 5 Years  
Long Term: 5-10 Years  
Needs and Priorities

Rank	Project Description	Total Est. Cost	Est. Start Date	Revenue Source/Amounts	Resp. Department
<b>FRANCIS</b>					
1	Water Improvements	\$400,000	2024	CDBG, Water fund	Water
2	City Hall	\$2,500,000	2024	General Fund	General Fund
3	Pave Wild Willow Park Trail	\$168,000	2024	UDOT TAP Grant, General Fund	General Fund
4	Drinking Water Source	\$500,000	2023-2024	Water Impact fees, Water fund	Water
5	Upgrade Hallam Road Lift Station	\$400,000	2024	Sewer Impact Fees, Sewer Fund	Sewer
6	Upgrade Foothill Lift Station	\$350,000	2024	Developer Contributions	Sewer
7	Road Improvements	\$300,000	2024	General Fund, SC Transportation Tax, B&C	Roads
8	Wild Willow Natural Playground	\$410,000	2024	RAP Tax, General Fund	Parks
1	Park Improvements	\$100,000	2025	Park Impact Fees, General Fund	Parks
2	Community Center Upgrades	\$100,000	2025	General Fund	Parks, Building
1	Road Improvements	\$200,000	Yearly	General Fund, SC Transportation Tax, B&C	Roads
2	Drinking Water Source	\$500,000	2024	Impact Fees, CIB, Drinking Water, Water	Water
3	City Hall and Council Chambers	\$2,500,000	2024	General Fund	General Fund

## RESOLUTION OF THE FRANCIS CITY COUNCIL 2023-10

A RESOLUTION OF THE CITY COUNCIL OF FRANCIS CITY AUTHORIZING THE EXECUTION AND DELIVERY OF AN MUNICIPAL LEASE-PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, Francis City (the “*Lessee*”), a municipal corporation, of the State of Utah, is authorized by the laws of the State of Utah to acquire, finance and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to acquire, finance and lease certain equipment with a cost not to exceed \$ \$260,000.00 in the aggregate constituting personal property necessary for the Lessee to perform essential governmental functions (the “*Equipment*”); and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into Municipal Lease-Purchase Agreements (the “*Agreements*”) with Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance (or one of its affiliates), as lessor, (the “*Lessor*”), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreements and the other documentation relating to the acquisition, financing, and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

*Section 1. Findings and Determinations.* It is hereby found and determined that the terms of the Agreements, in the form presented to the governing body of Lessee at this meeting, are in the best interests of the Lessee for the acquisition, financing and leasing of the Equipment.

*Section 2. Approval of Documents; Designation as Bank Qualified.* The form, terms and provisions of the Agreements are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the City Council of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the Mayor of the Lessee is hereby authorized and directed to execute, and the City Recorder of the Lessee is hereby authorized and directed to attest, the Agreements and any related Exhibits attached thereto and to deliver the Agreements (including such Exhibits) to the respective parties thereto, and the City Recorder of the Lessee is hereby authorized to affix the seal of the Lessee to such documents.

*Section 3. Other Actions Authorized.* The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreements to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of a Final Acceptance Certificate, escrow agreements, disbursement requests and any tax certificate and agreement, as contemplated in the Agreements) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreements, including designation of the Agreements as “qualified tax-exempt obligations” under Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended, if requirements for such designation can be met.

*Section 4. Appointment of Authorized Lessee Representatives.* The Mayor of Francis City, Jeremie Forman of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreements and any escrow agreements until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreements or any escrow agreement.

*Section 5. Severability.* If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

*Section 6. Repealer.* All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

*Section 7. Effective Date.* This Resolution shall be effective immediately upon its approval and adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FRANCIS CITY, STATE OF UTAH, THIS \_\_\_\_ DAY OF OCTOBER, 2023.**

**FRANCIS CITY**

ATTEST:

\_\_\_\_\_  
Suzanne Gillett  
City Recorder

By: \_\_\_\_\_  
Jeremie Forman  
Mayor