



COALVILLE CITY PLANNING COMMISSION MEETING AND SPECIAL WORK SESSION NOTICE AND AGENDA

Notice is hereby given that the Coalville City Planning Commission will hold its Regular Meeting and a Special Work Session on **Monday, September 17, 2018** at the Coalville City Hall located at 10 North Main Street, Coalville Utah. The meeting will begin at **6:00 P.M.** The agenda will be as follows:

1. Roll Call
2. Pledge Of Allegiance

Regular Meeting Agenda:


3. Planning Commission Updates
4. Community Development Updates
5. Review and Possible Approval of Minutes

Work Session Agenda:

6. Introduction and review of Key Focus Revisions and Completion Schedule for Development Code amendments – Don Sargent, Consultant
7. Adjournment

** Coalville City reserves the right to Change the order of the meeting agenda as needed.*

Dated this 14th day of September, 2018.


Nachele D. Sargent, City Recorder

****In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Hall (435-336-5981) at least three days prior the meeting.**

Mayor
Trever Johnson

Council
Adrienne Anson
Cody Blonquist
Arlin Judd
Rodney Robbins
Tyler Rowser

Posted: September 14, 2018 City Hall, Coalville City Website, Utah State Public Notice Website

PO Box 188
10 North Main Street
Coalville, UT 84017

P: 435.336.5981
F: 435.336.2062
cityhall@coalvillecity.org
www.coalvillecity.org

Coalville City Planning Commission
Regular Meeting
HELD ON
September 17, 2018
IN THE
CITY HALL

Chair Isaac Rackliffe called the meeting to order at 6:05 P.M.

PLANNING COMMISSION MEMBERS PRESENT:

Chair: Isaac Rackliffe
Vice Chair: Linda Vernon
Commissioners: Dusty France,
Shoat Roath, Nathanael Davenport
Jason Moore (excused)

CITY STAFF PRESENT:

Don Sargent, Consultant
Derek Moss, Planner
Sheldon Smith, City Attorney
Nachele Sargent, City Recorder

PUBLIC IN ATTENDANCE:

Bill Battersby

Item 1 – Roll Call:

A quorum was present.

Item 2 – Pledge of Allegiance:

Chair Isaac Rackliffe led the Commissioners, Staff, and Public in the Pledge of Allegiance.

Regular Meeting Agenda:

Item 3 – Planning Commission Updates:

There were no Planning Commission updates tonight.

Item 4 – Community Development Updates:

Derek Moss stated they had published for a public hearing tonight for the Final Plan for the Fair View Subdivision Phase I, but it had been postponed and would be re-noticed and re-scheduled for another Planning meeting. He stated they would probably see it in October.

Derek Moss stated there had been several comments about the brightness of the lighting for the new car wash. He stated they had contacted the owner to try and work out the issues. Derek stated the Car Wash met the Code standards which only identified watts, but realized there were other items that needed to be considered such as the kelvins and lumens. He stated they currently had around 110 watts with 12,000 lumens and 5,000 kelvins which made the lights a very bright cool white. He stated they suggested looking at the option of going to 65 watts, 7,000 lumens and 4,000 kelvins. Derek stated he was waiting to hear from the owner to see if they would be willing make the suggested changes. He stated right now they were only capable of dimming the lights, but it was only around 10% and it wouldn't be noticeable. He stated they did have a requirement to turn off the lights at night, but it was only the lights on the building. The other lights were for security.

Item 5 – Review And Possible Approval Of Minutes:

The Commissioners reviewed the minutes of the July 2, 2018 meeting.

A motion was made by Commission Linda Vernon to approve the minutes of July 2, 2018 as written. Commissioner Dusty France seconded the motion. All Ayes. Motion Carried.

Work Session Agenda:

Item 6 – Introduction And Review Of Key Focus Revisions And Completion Schedule For Development Code Amendments – Don Sargent, Consultant:

Don Sargent informed the Commissioners he had been hired as a Consultant to do the Code revisions. He reviewed the completion schedule (Exhibit A) and stated they had a lot of key items to get through before the moratorium ended on October 30th. Don stated there was a lot of good information in the current Code, but the information needed to be easier to identify and consistent throughout the Code. Don referred to the key focus revision worksheet (Exhibit B) and went through the items with the Commissioners. He also reviewed the application process (Exhibit C) with them.

Impact Review Standards And Regulations:

1a: Don and the Commissioners discussed roads, streets, driveways including the widths needed for a private drive, widths for a primary road, when it should be considered a private drive or primary road, keeping the rural feel, having smaller widths allowing for off-street parking only, visitor parking for multi-family developments, parking standards, requiring a parking analysis for developments, a transportation plan for the new annexed property and language for bridges and foot traffic.

1b,c: Don and the Commissioners discussed sewer and water facilities including a concurrency standard for all developers so the impact created for the system would be accommodated by them with impact fees or other measures, not burdening the existing residents, requiring developers to provide any extensions or upgrading of lines as needed,

paying fees in lieu of, pioneer agreements, requiring connection to the sewer system within 1,000 feet, requiring connection to the sewer system within 300 feet, reviewing other jurisdictions connection requirements, allowing septic systems in certain areas, requiring all new development to extend the sewer line and connect all homes to the system or a system above and beyond the distance requirement, allowing a minor subdivision to have options, culinary water recharge zone protection plan, source protection plan.

1d,e: Don gave a copy of the current Developer Agreement (Exhibit D) and Water Dedication Agreement (Exhibit E) to the Commissioners.

2a: Don and the Commissioners discussed flood plains including the FEMA designation Zone A was considered the flood zone, requiring no development in Zone A unless a hydrologist completed a flood plain analysis showing the finished floor level of any structure would be one foot above the 100-year high water mark, and requiring developments within a flood plain area or suspected flood plain area to provide a flood plain delineation map.

2b: Don and the Commissioners discussed the wetlands including requiring developments to provide a wetland delineation of any suspected wetland area, revising the wetland setback to 50 feet which was half of the 100-foot waterway setback, how setbacks limited a developer's opportunity for unique building lots, having a 16-foot easement for irrigation ditches or waterways.

2c: Don and the Commissioners discussed the watershed/spring and well zone protection including no development within the protection zone, following the State guidelines for development within the protection zone, being more restrictive than the State guidelines within the protection zone, requiring an analysis of water availability, and requiring 100 feet between water wells and septic systems.

2d: Don recommended updating the storm drain master plan, requiring new development to have detention on-site and to tie into the existing system.

2e: Don and the Commissioners discussed steep slopes including requiring development to provide topography mapping and slope analysis, requiring a soils report, requiring a visual analysis to prevent undo impact to the City from specific vantage points and any public road in the City, having mitigation factors in place for the visual analysis, moving the requirements to the application process, and including language for types of landscaping to mitigate erosion for hazards like fire, etc.

2f: Don and the Commissioners discussed open space and trails including having a master plan identifying the areas, updating the trails master plans, making open space and trails a priority, tightening up the current language, outlining and explaining the maintenance and care of the trail or open space including easements, having the maintenance listed on the plat or as a condition of approval with the development agreement, requiring development to provide an open space and trail maintenance plan, deciding who would be responsible for the maintenance, defining what could be considered as open space like space outside of the building footprint and what couldn't be like roads, front yards, etc., defining if a detention pond could qualify for open space, defining use for open space, allowing for an exchange of open space by creating something somewhere else in the City, deciding if private space could be used to meet the open space requirement, identify what could be

considered extra open space for density bonuses, and allowing for a buffer, field, or visual corridor to be designated as open space.

2g: This item was already discussed.

Community Design Standards:

1a: Don and the Commissioners discussed Historic design standards including identifying and incorporating historic design guidelines, incorporating the adopted general design standards as requirements, and having design standards compatible with the existing structures including signing and lighting.

1b: Don and the Commissioners discussed lighting including setting a standard as previously discussed of 65 watts/4,000 kelvins/7,000 lumens, standards for brightness and color, considering requiring a standard color of amber, having different standards for commercial and residential, identifying and having a standard of total reflectivity, requiring downcast lighting with no flooding onto residential property, having a standard for the historic district lighting, having standards for height, and having standards for buffer zones.

1c: Don and the Commissioners discussed signage including reviewing and refining the current provisions.

Don Sargent stated he would put together the language from the discussion tonight. He requested the Planning Commission meet for a work session on October 1st so he could present the proposed language to them and then plan for a public hearing on October 15th.

Commissioner Dusty France stated he would like to see in the future lots coming off of certain points along major roadways instead of having each lot come out onto the road. Don Sargent agreed and stated the more the structures could come off of a side road instead of the main road, the better it would be for the City. He stated the lay of the land could be used as a design feature for the roadway. He stated he would also suggest limiting the number of cul-de-sacs for a project.

Item 8 – Adjournment:

A motion was made by Commissioner Dusty France to adjourn the meeting. Commissioner Shoat Roath seconded the motion. All ayes. Motion Carried.

The meeting adjourned at 8:22 P.M.

Chair Isaac Rackliffe

Attest:

Nachele D. Sargent, City Recorder

"Exhibit A"
Planning 9/17/18



DBS + ASSOCIATES, LLC

Don B Sargent, Principal
P.O. Box 266 | Coalville, UT 84017
435-901-0201 | dbs@allwest.net

Memo

DATE: September 13, 2018
TO: Coalville City Planning Commission Members – 09/17/2018 PC Meeting
FROM: Don Sargent, Consultant
SUBJECT: Work Session - Key Focus Revisions and Phasing Schedule for Development Code Amendments

Dear Planning Commission Members,

As you are aware, I have been retained by the Mayor and City Council to facilitate update amendments to the Coalville City Development Code and other related documents and ordinances addressing land development regulation.

I am excited and feel honored to have the opportunity to offer my experience, knowledge and local understanding of land planning and governmental processing to Coalville City. As recognized, this effort will be critical in maintaining and enhancing the rural small-town character and charm of our community and desired public infrastructure levels of service.

The Mayor and City Council have directed me to immediately move forward with processing updates to the development code per the following outline. The outline includes a list of key focus revisions/clarifications and completion phasing plan and schedule.

Key Focus Revisions (to be completed within the development moratorium – October 30, 2018)

A. Application Review Process – Flowcharts

1. General Plan, Zoning Map and Text Amendment (Attached is a sample flowchart)
2. Master Plan Development
3. Major Subdivision

B. Impact Review Standards and Regulations

1. Infrastructure Improvement Standards
 - a) Roads
 - b) Sewer
 - c) Water
 - d) Development Improvement Agreement (DIA)
 - e) Water Dedication Agreement

- 2. Sensitive Lands
 - a) Flood Plains
 - b) Wetlands
 - c) Watershed Protection
 - d) Storm Drainage
 - e) Steep Slopes
 - f) Open Space
 - g) Setbacks - River, Stream and Wetland
- C. Community Design Standards
 - 1. Land Development Design Standards (Rural Small-Town)
 - a) Historic Preservation
 - b) Lighting
 - c) Signing

Project Completion Phasing Plan and Schedule

- A. Phase I – October 30, 2018
Key Focus Revisions
- B. Phase II – July 31, 2019
Continued Development Code Updates, Clarifications and Revisions
- C. Phase III – December 31, 2019
Language Organization and Consistency of all City Planning, Engineering and Building Ordinances
 - 1. Development Code
 - 2. General Plan
 - 3. Master Plans
 - 4. Engineering Standards
 - 5. Capital Improvement Programs
 - 6. Other City Ordinances

The purpose of the work session is to review and discuss the Key Focus Revisions and identify the critical edits needed with each item in preparation for a public hearing.

Attached is a work sheet for you to use in listing what you believe are the most important revisions that need to be made regarding the listed Impact Review Standards and Regulations, Sensitive Lands, and Community Design Standards.

I look forward to meeting with you. Thanks.

cc: Shane McFarland, City Community Development Director
Derek Moss, City Planner
Zane DeWeese, City Public Works Director
Sheldon Smith, City Attorney
Niki Sargent, City Recorder

"Exhibit B"
Planning 9/17/18

KEY FOCUS REVISIONS WORKSHEET

*Please summarize the most important revisions you feel are needed for each item listed in **bold**:*

Impact Review Standards and Regulations

1. Infrastructure Improvement Standards

- a) **Roads, Streets and Driveways:** (Development Code Section 8-4-040)

- b) **Sewer Facilities:** (Development Code Section 8-4-070)

- c) **Water Facilities:** (Development Code Section 8-4-060)

- d) **Developer's Agreement** (discussion only – current copy of Coalville City agreement attached for reference)

- e) **Water Dedication Agreement** (discussion only – current copy of Coalville City agreement attached for reference)

2. Sensitive Lands

- a) **Flood Plains:** (Development Code Sections 8-4-050:C and 10-22-050:D)

- b) **Wetlands:** (Development Code Section 10-22-050:D)

- c) **Watershed/Spring and Well Zone Protection:** (Development Code Section 10-22-020:1)

- d) **Storm Drainage:** (Development Code Section 8-4-050)

- e) **Steep Slopes:** (Development Code Sections 8-4-020:C and 10-22-050:A)

- f) **Open Space:** (Development Code Sections 8-4-020:D, 8-4-100:D, 8-4-120:F and 10-22-050:

- g) **Setbacks - River, Stream and Wetland:** (Development Code Sections 10-22-050:D.4,

Community Design Standards

1. Land Development Design Standards (Rural Small-Town)

- a) **Historic Preservation** (Development Code Sections 8-4-020:H and 10-22-070)

- b) **Lighting** (Title 10: Chapter 5)

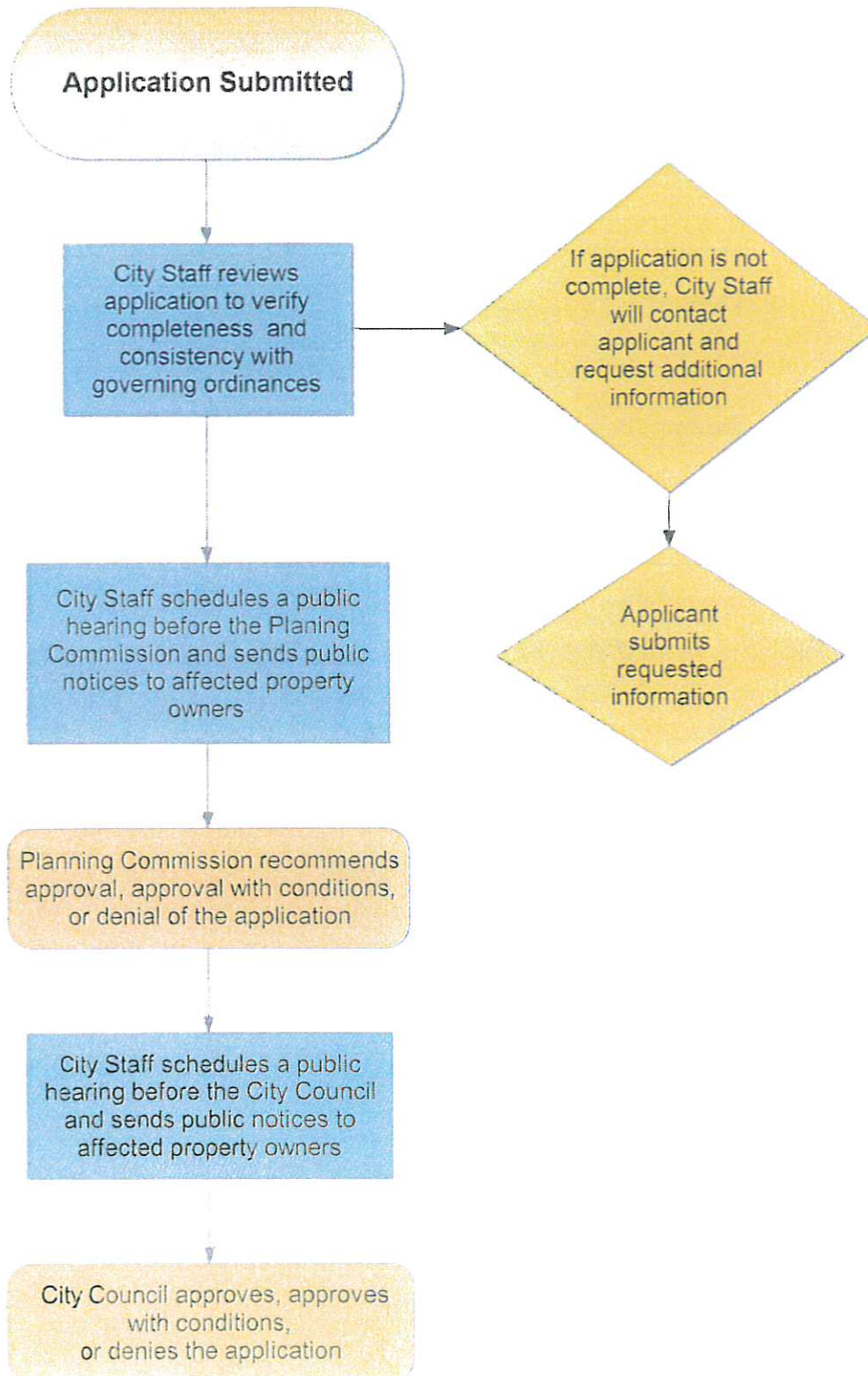
- c) **Signing** (Development Code Sections 9-1-030, Title 9: Chapters 4, 5, 6, 7, 8, 9, 10, 11 and 12)

Please complete the worksheet and email to me at dbs@allwest.net by Monday at 1:00 PM so I can compile all commission member and staff responses for presentation and discussion at the work session.

"Exhibit C"
Planning 9/17/18

COALVILLE CITY

General Plan, Zoning Map or
Development Code Text
Amendment



"Exhibit D"
Planning 9/17/18

DEVELOPER'S AGREEMENT WITH COALVILLE CITY CORPORATION

THIS AGREEMENT entered into this ____ day of ____, 20__,
between _____ of Coalville,
County of Summit State of UT, hereinafter referred to as Developer, and COALVILLE
CITY CORPORATION, a municipal corporation of the State of Utah located in
Summit County, hereinafter referred to as the City, hereby agrees as follows:

1. **PRELIMINARY.** Developer has presented to the Coalville City Planning Commission and the Coalville City Council a proposed final plat for the subdivision of, and construction of improvements on, certain land in Coalville City to be known as _____. As consideration for the granting of said approval and acceptance, Developer has agreed and does now agree to the provisions hereof and all other ordinances of Coalville City.
2. **COMPLIANCE WITH SUBDIVISION STANDARDS.** Developer agrees to comply with all of the ordinances, rules, regulations, requirements and standards of the City with respect to the construction and completion of said subdivision, and particularly to install and complete all of the subdivision and off-site improvements required, within the time hereinafter stated, including but not limited to the following:
 - A. Rough grading and finish grading and surfacing of streets.
 - B. Curbs, gutters, waterways, and driveway approaches.
 - C. Sanitary sewers, including service connection to each lot.
 - D. Street drainage and drainage structures.
 - E. Water lines, including service connection to each lot.
 - F. Fire hydrants.
 - G. Sidewalks and walkways.
 - H. Traffic control signs.
 - I. Street signs and numbers.
 - J. Screening when required.
 - K. Monuments.
 - L. Street Lighting.
 - M. Secondary Irrigation

Said improvements and any others designated shall be done according to the specifications and requirements of the City. All work shall be subject to the inspection of Coalville City and any questions as to conformity with the City specifications or standards or as to the technical sufficiency of the work shall be decided by the City Engineer and his decision shall be final and conclusive.

Developer agrees as consideration for the City issuing Building Permits after initial acceptance of improvements to allow the City to collect and retain utility fees for the time between initial and final acceptance of the utility lines.

The developer agrees that with the application for the subdivision identified in item 1 of this agreement, agrees to pay for all fees incurred by the City for the acting City Engineer's services relating to the subdivision in accordance with the Coalville City Subdivision Ordinance.

Building permits will be issued on condition that all improvements necessary to satisfy fire code requirements have been installed and that enough security is held in

escrow to complete all required improvements for the subdivision, including any repairs or replacement after initial installation.

3. TIME FOR COMPLETION AND EXTENSION OF TIME. All of the Said subdivision and off-site improvements shall be fully installed and completed within two (2) years from the date of this agreement. If not completed within two (2) years, the Subdivider may apply to the Planning Commission and the City Council for an extension of time of one year with additional one-year extensions after the first extension if the Planning Commission and City Council agree. Said extensions shall be subject to adequate security for the completion of said improvements being made by increasing the amount of the escrow account.

4. SECURITY FOR COMPLIANCE. As security for compliance by Developer with the ordinance, rules, regulations, requirements and standards of the City and of Developer's agreements herein stated, Developer has delivered to the City an acceptable surety bond, approve by the City, by the terms of which an acceptable third-party agrees to hold \$_____ (which represents the cost of all required improvements as determined by the City Engineer) in bond for the use of the city in the event of Developer's failure or refusal to install, complete, construct, repair, or replace any subdivision and off-site improvements in accordance with the provisions of this agreement and all City codes and ordinances. The decision of the City as to whether an improvement needs to be installed, constructed, completed, or replaced will be final.

Should developer fail or refuse to complete the said subdivision and off-site improvements in accordance with the provisions hereof, and particularly within the time stated, or should Developer become insolvent before a completion thereof, then the City may, at its option, determine the cost of completing said improvements on the basis of reliable estimates and bids and may apply all sums deposited in escrow against the said cost of completion and may proceed to legally obtain the escrow funds and use the proceeds therefrom to pay the cost of completing the said off-site improvements and to pay all related expenses including but not limited to court cost and attorney's fees.

Twenty percent (20%) of the improvement amount, shall constitute a guarantee that the said improvements are installed in accordance with the subdivision standards of the city as to quality and service-ability and shall be held by the City for a period of one (1) year from the time the last improvement is "initially accepted" by the City or until one (1) year after the time the last improvement needing repair or placement is again accepted. At the end of the one year period the said 20% shall be returned to Developer provided the subdivision and off-site improvements have proved to have been constructed or installed in accordance with the standards of the City as to quality and serviceability, otherwise, to be applied toward construction or installation of said improvements in accordance with City standards or the repair or replacing the same so as to bring them into conformity with City standards. Developer will pay the difference to the City on demand. The City shall not issue any building permits until the improvements needing repair, replacement, etc., are completed and again accepted.

5. WAIVER. The failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a failure to perform thereof shall not constitute a waiver of any such failure to perform or any other covenant,

agreement, term or condition. No waiver shall effect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other than existing or subsequently occurring failure to perform.

6. **TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement. In case either party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of the Agreement, the other party may pursue any and all remedies available in equity, or law.

7. **GOVERNING LAW.** This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah. This Agreement shall be further governed by COALVILLE CITY ordinances in effect at the time of the execution of this Agreement. However, the parties expressly acknowledged that any subdivision or other development regulations enacted after the execution of the Agreement reasonably necessary to protect the health, safety and welfare of the citizens of COALVILLE CITY, shall also apply to the subdivision or development which is the subject of this Agreement.

8. **MODIFICATIONS, CAPTIONS AND SEVERABILITY.**

- a. This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.
- b. The titles or captions of this Agreement are for convenience only and shall not be deemed in any way to define, limit, extend, augment, or describe the scope, content or intent of any part or parts of this Agreement.
- c. If any portion of this Agreement is declared invalid by a court of competent jurisdiction, the remaining portions shall not be affected thereby, but shall remain in full force and effect.

9. **ASSIGNABILITY, NO THIRD PARTY BENEFICIARY.** No right or rights shall ever be assigned or sublet in part or in whole without the written consent of the parties to this Agreement. This Agreement is made solely and specifically between and for the benefit of the parties to it and their respective successors and assigns subject to the provisions of it relating to successors and assigns, and no other person, individual, corporation or entity, shall have any rights, interest, or claims under this Agreement or be entitled to any benefits on account of this Agreement as a third party beneficiary or otherwise.

10. **APPLICABILITY OF ORDINANCE.** This agreement does not supersede but implements the Coalville City Subdivision Ordinance and all other ordinances and regulations applicable to the subdivision of land and construction of improvements thereon, and Developer agrees to comply in all respects with the provisions of said ordinance. No provision of this agreement shall limit the City in its rights or remedies under said subdivision ordinance or other applicable building ordinances.

11. **SUCCESSORS ENFORCEMENT.** The terms of this agreement shall be binding upon the parties hereon, their heirs, executors, administrators, assigns or any parties legally acquiring the parties interest through foreclosure, trust deed, sale, bankruptcy or otherwise. In the event either party must take legal action to

enforce the terms of this agreement, the prevailing party shall have costs of court, including a reasonable attorney's fee.

IN WITNESS WHEREOF, the undersigned parties have executed this agreement this _____ day of _____, 20____.

Date

DEVELOPER

ATTEST:

Title

COALVILLE CITY

CORPORATION

Date

Mayor

City Recorder

PLANNING COMMISSION CHAIR

Coalville City Attorney

Date _____

"Exhibit E"
Planning 9/17/18

COALVILLE CITY

WATER DEDICATION AGREEMENT

x Culinary Water
x Secondary Water

_____ ("**Developer**") and Coalville City ("**City**"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mutually agree as follows with respect to the Developer's dedication of water rights to the City to service new development proposed by the Developer in accordance with the City's duly adopted Ordinances, Resolutions and Policies:

1. The Developer hereby agrees to: (a) deed, convey, and assign to the City, by special warranty deed (warranting titles as to all who claim by or through the Developer) as to all perfected water right interests (e.g., certificated or decreed rights) and/or by assignment as to all unperfected water right interests (e.g., pending applications); or (b) endorse over and deliver to the City shares of stock in good standing in an approved water company or companies, all of the Developer's rights, title and interests in and to:

_____ **acre-feet of water**, which can be satisfied with _____
_____ **Water Company** shares, other shares of irrigation water, current culinary connections, payment of a "fee in lieu" of five thousand dollars (\$5,000.00) per acre foot of water, and/or a combination of share transfers and payment of "fee in lieu".

2. The Developer proposes that this water be approved for:

☐ year-round municipal use in the City's culinary system;

☐ seasonal municipal (irrigation) use in the City's secondary system; or

☐ other (specify) _____, and the City accepts said proposal, subject to Developer obtaining the necessary approvals. The City, however, reserves the right to change or add types of use, points of diversion, etc., as it deems appropriate, on any change application and will credit Developer with an equitable adjustment concerning the amount of water dedicated should such changes negatively impact the quantity of water ultimately approved in a change application.

3. The Developer shall be solely responsible for: (a) conveying good and marketable title, approved by the City, to all dedicated water rights; (b) purchasing water right/share title insurance naming the City as the insured with a policy of insurance approved by the City for all dedicated water rights and shares; (c) filing with the Utah Division of Water Right the applications necessary to change the water right(s) so that they are approved for use by the City in its water system(s); (d) paying all associated fees and costs; (e)

prosecuting the application(s) to completion; and, if applicable, (f) obtaining the cooperation and approval of the transfer and water right change from the appropriate water company(ies) if shares of stock are being dedicated. All applications shall be submitted to the City for review and approval prior to filing. The City shall cooperate with the Developer in filing and prosecuting any such applications. At the City's sole discretion, it may choose to prepare and prosecute any change application(s) prepared and filed.

4. Upon final non-appealable approval of the necessary change application(s), if any, by the State Engineer and the completion of the conveyance(s) set forth in paragraph 1 above, the Developer shall be deemed to have satisfied the City's water dedication requirements: (a) for culinary water at the rate of one residential equivalent ("**RE**") for each 0.5 acre-feet of water (in minimum terms for both diversion and depletion) approved for year-round municipal use in the City's culinary system within the City's boundaries; and/or (b) for secondary water .5 acre-feet for municipal or irrigation use in the City's culinary or secondary water system for each RE included in the proposed development up to the amount of water so approved and transferred. If the amount of water approved for use by the City is insufficient to meet the water dedication requirements for Developer's proposed development, Developer shall take appropriate steps to satisfy the remaining water dedication requirements. If the approved quantity exceeds the dedication requirements, the Developer may use the excess amounts on other projects or the City will make those excess amounts available for purchase by other developers at the City's then standard price and will pass the proceeds on to the Developer.
5. The necessary water right application approvals must be obtained, and the ownership transfer must be completed prior to or contemporaneous with the sale of Lots in the Subdivision. No water shall be delivered to the development until the transfer of the required amount of water is complete.
6. If the City adopts impact fees which contain a component for the acquisition of new water rights, persons paying said impact fees on properties that have been developed based on water dedicated in accordance with this Agreement shall receive a credit for the amount of said water acquisition component of the impact fees.
7. Developer is responsible for constructing any needed improvements/infrastructure, on and off site, in order to deliver adequate water (as determined by Coalville City) to the _____ Lots in the subdivision and to any common areas in the subdivision.

DATED AND EFFECTIVE this _____ day of _____, 20 ____.

COALVILLE

DEVELOPER

By: _____

(printed name and title)

(individual's printed name)

(individual's printed name)

or

(entity's printed name)

By _____

(printed name and title of authorized signer)

