

CHAPTER 16.15 RESORT ZONE (RZ)

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Section 16.15.1 Purpose and Intent

The purpose of the Resort Zone is to guide the creation and continuation of resort development within Midway City. Resorts shall be configured around the unique physiographic characteristics of the Midway City area and encourage planning that relies on natural attributes of the area and respects the sensitive land and water constraints present in the Midway City area. The Resort Zone ensures that resort plans are consistent with the Midway City General Plan, and therefore, are beneficial to the community, and enables long-range planning for infrastructure, capital facilities, and community land use patterns by establishing a level of predictability in the maximum potential size and character of each resort area.

Section 16.15.2 Applicability

The Resort Zone (hereinafter RZ) shall only apply to those land areas so designated for RZ zoning on the Midway City Zoning Map, as this map is duly adopted and amended from time to time by the City Council.

Section 16.15.3 Procedure

The procedure set forth below promotes collaboration among landowners and Midway City to meet the design and development standards of the RZ zone.

- A. Pre-Application Conference with Planning Staff. Any person wishing to construct a Resort shall meet with planning staff, check and review the zone information, obtain application and review procedures, obtain written information from the City regarding the City’s plan for land use, streets, water, sewer, traffic, trails, parks, and public facilities; and discuss public participation meetings and other requirements affecting the land to be developed.
- B. Development of a Master Plan. An application for a Resort Master Plan shall be filed in accordance with Section 16.1.4 below. Approval of a Resort Master Plan shall be required before preliminary or final approval of any phase of the project may be applied for.

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C. Resort Preliminary Development Plan Review and Approval. After approval of a Resort Master Plan a Preliminary Development Plan Application shall be presented for review and approval in accordance with 16.15.5 below. Application for final approval shall not be allowed until approval of the Resort Preliminary Development Plan is obtained.

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D. Final Development Plan Review and Approval. After approval of a Resort Preliminary Plan a Final Development Plan Application must be presented for review and approval in accordance with 16.15.6 below. Issuance of building permits and the start of construction shall not be allowed until Final Plan approval is obtained.

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Section 16.15.4 Resort Master Plan

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A Resort Master Plan shall establish the development standards applicable to all property within the proposed resort and will be used to guide the development of the project in phases over more than one building season and which will require recording of more than one subdivision or condominium plat. A Master Plan Development Agreement shall be obtained prior to Preliminary and Final Approval because it establishes the basis for the zoning entitlements granted on the entire property. Properties that are two (2) acres or less shall not be required to submit all the requirements of the list below. The Planning Director and City Engineer will evaluate the proposal on a two acre or less property and require any needed items from the list below.

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The application for a Resort Master Plan on property larger than two acres shall comply with, and include all of the items listed below. The Planning Department, at its discretion, may require additional items, should they be needed. The following are required:

A. A completed application form.

B. A Statement of Purpose. The statement of purpose shall provide the project name, the applicant's rationale for establishing the resort, the development's objective and design theme, and how it will promote Midway City's Vision and comply with its General Plan.

C. A Resort Master Plan. The Resort Master Plan shall comply with all of the standards of the Midway City Land Use Title and other Midway City ordinances, rules and policies, and shall include all Plans, Analysis and Assessments set forth below.

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D. The Resort Master Plan – Detail Required. The Resort Master Plan shall contain all of the detail required in the Plans, Analysis and Assessments set forth below, so that the impact of the proposed Resort on surrounding neighborhoods and Midway City can be determined.

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E. Site Plans. Three site plans shall be provided that clearly illustrate:

1. The proposed development's location within Midway City (a vicinity map) showing major roads and streets and the layout of adjacent development within one mile of the outside boundary of the proposed resort;

2. The unique natural features of the proposed Resort location, indicating topography, sensitive lands, roads and other notable existing conditions within a quarter (1/4) mile of the outside boundary of the development; and

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3. The unique natural features of the proposed development property indicating topography, sensitive lands, roads and other existing conditions within the Resort Area and the size and conceptual layout of the major buildings and amenities of the development. The Site Plan shall provide enough detail to demonstrate that size and conceptual layout of the buildings and amenities are compatible with natural features of the site.

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F. Land Use Plan.

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1. Requirements for properties larger than two (2) acres in size. For properties greater than two (2) acres, a minimum of 20 percent of the gross floor area of all structures in the Master Plan must be deed-restricted as commercial. A minimum of 60% of the gross floor area in the Master Plan must be deed-restricted as hotel rooms or nightly rentals (prohibiting rentals that last longer than 30 days). No more than 10% of the gross floor area in the Master Plan may be residential. Each phase must comply with the percentage requirements individually and the Resort Master Plan as a whole must also comply with the percentage requirements. Commercial uses are identified in the land use chart below with an (*).

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2. Uses on Properties that are less than two (2) acres in size. Properties that are less than two (2) acres are limited to one dwelling unit along with any other permitted or conditional uses listed.

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3. Permitted and Conditional Uses in Resort Zone. Permitted (P) uses and Conditional (C) uses are listed in the following chart. Any uses not listed in the chart or uses marked (N) are not allowed in the Resort Zone.

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USES	RZ
Retail*	P
Professional offices and clinics*	P
Alcohol dispensing establishments* <u>(with local consent)</u>	C
Recreational activity businesses, tour companies, outfitters, guide services, photo, art, and craft galleries, retail show rooms, artisan/hand manufacturing*	P
Recreational vehicle rentals*	C
Short-term lodging facilities* (hotels, condominium hotels, bed & breakfast)	P
Cafes and restaurants*	P
Private cubs/taverns*	C
Barber, beauty shops, massage therapy and day spas*	P

Vehicle parking (<u>not associated with another use</u>)	C
Commercial PUDs and commercial condominium projects*	C
Private academies/studios* (education, art, dance, sports, etc.)	P
Conference facilities*	P
Theaters (Indoor)*	P
Theaters (Outdoor)*	C
Residential Condos	C
Vacation rental units	P
Single-family dwellings	P
Multifamily dwellings	P
Employee/workforce housing	P
Apartments	N
Accessory buildings	P
Uses necessary for operation of the resort's primary recreational activities (hot springs, swimming, golf, fishing, hiking, equestrian, etc.)	P
Nonresidential uses that provide for the basic needs of resort lodging guests and day visitors.	P
Special events such as music and dance festivals, art and craft shows, concerts, live theater, and similar events which are compatible with the resort character and its facilities. Permits for special events where attendance may exceed the established facility capacity shall be obtained from the City Planning Department and a mass gathering permit from Wasatch County if required.	P

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G. Design Guidelines. The purpose of Midway City's Design Guidelines is to encourage visual compatibility, in both scale and character, among structures and other design elements in the Resort with the surrounding built environment and the natural environment without unduly limiting variety in design.

1. General. The Resort Master Plan shall lay out the applicant's response to each of the design guidelines listed herein and in the Midway City Design Guidelines, and propose a mechanism for their implementation to establish design parameters for both buildings and exterior spaces in the Resort area.

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a. The applicant's response to the Design Guidelines and their implementation in setting Resort design parameters shall be prepared by architects and landscape architects licensed to practice in the State of Utah.

b. The appropriateness of these design parameters shall be judged on whether they are consistent with the development's objective and design theme, promote Midway City's Vision Statement and comply with Midway's General Plan and Land Use Ordinances.

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2. Definition of the Resort Theme.

a. The theme of a Resort shall be consistent with the recreational activities associated with the Resort and shall create a sense of place. A sense of place is created when site planning and architecture:

- i. Concentrate activities and human interaction into identifiable spaces, such as a plaza or mall;
 - ii. Assemble a built environment that connects buildings, spaces and structures through common scale, design, and materials;
 - iii. Incorporate into the built environment the natural features and cultural heritage of the area; and
 - iv. Produce an identifiable image that is associated with the Resort and with Midway.
 - b. The design theme and associated design concepts proposed by the applicant shall be submitted to the Midway City Vision Architectural Committee (VAC) for review. The VAC shall forward their comments and recommendations to the Planning Commission and City Council for their consideration.
3. **Building Design Guidelines.** Building design guidelines shall reflect:
- a. The community's architectural character choices emphasizing Swiss/European Alpine themes (or other themes as approved by the City Council after a recommendation from the VAC and Planning Commission).
 - b. The natural physical attributes of the immediate vicinity.
4. **Landscape Design Plan.** The Landscape Design Plan shall highlight the natural resources within the Resort and integrate them into the layout of the site in order to promote a connection to the natural environment.
- a. Natural features of the site, such as significant vegetation, geologic features, rock outcroppings, water bodies, wildlife habitat, and animal use pattern, shall be preserved and incorporated into the project design to the extent practicable.
 - b. Project landscaping, including hardscape areas, shall be consistent with the overall design theme of the resort. Use of indigenous plant materials is encouraged. Existing vegetation shall be preserved and incorporated into the design of the project to the extent practical, especially wooded areas and other significant vegetation which provides shelter, feed or habitat for wildlife.
5. **Transportation Plan.** The Resort Master Plan transportation element shall include a traffic impact analysis and a Transportation Demand Management Plan. The plan will determine the impact of increased vehicular traffic due to the Resort and required methods to mitigate the impact of increased vehicular traffic due to the Resort. Further, the Transportation Plan will assess the compatibility of the Resort Master Plan with the Midway City Master Transportation Plan and demonstrate that traffic within the confines of the Resort moves efficiently and safely.
- a. Traffic Impact Analysis. At a minimum, the Traffic Impact Analysis shall contain:
 - i. Projections of external vehicle trips generated by the Resort.
 - ii. Analysis of levels of service impacts on roadway system segments and intersections serving the Resort and surrounding neighborhoods, and
 - iii. Specification of improvements needed to any public roadway system segments and intersections that are needed as a result of increased traffic to and from the Resort.
 - b. Transportation Demand Management Plan. At a minimum the Transportation Demand Management Plan shall:

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 c. A built environment that is harmonious with the cultural and aesthetic values of Midway; ¶
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 f. The bulk and scale of individual buildings within the Resort area shall be compatible with other structures within the Resort when the Resort is completed, with neighboring structures that are not a part of the Resort and with the natural environment.

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- i. Manage the generation of Resort related traffic to avoid undermining community character or endangering the public health, safety, and welfare. It shall encourage an optimal mix of automobile and pathway facilities within the Resort;
 - ii. Promote multiple forms of transportation that are consistent with the transportation goals of the Midway City General Plan by providing safe, convenient, and direct access to transportation services and facilities (i.e., public transportation, paths and trails);
 - iii. Layout Resort streets, alleyways, and parking lots in a pattern that is sensitive to the natural terrain and landscape by minimizing cut and fill areas and preserves, to the maximum extent possible, all the natural features of the site such as wooded areas, rock outcroppings, and water bodies, streams, meadows and pastures. (Note that this requirement applies to all the property, not simply the portion of the property that is protected under the Midway Sensitive Land Ordinance requirements);
 - iv. Manage the transportation demands of the Resort so that they are consistent with the allocation of vehicle trips to the various roadway segments that serve the Resort; and
 - v. Identify an equitable Resort area cost sharing plan for transportation facilities and services.
 - c. Service Vehicle Transportation Management Plan. This plan shall provide appropriate vehicular access, for:
 - i. Emergency services, paying particular attention to fire and EMS access;
 - ii. Recycling and refuse removal;
 - iii. Goods and services delivery; and
 - iv. Construction equipment during all phases of construction.
- 6. Parking and Loading Plan. The Resort Master Plan shall conform to the general requirements of the parking sections of the Midway City Land Use Title. Further the plan shall meet provisions for sufficient parking and loading areas of appropriate type specified in the Dimensional Limitation Plan of this Chapter.
 - a. Parking areas must accommodate the Resort's projected demand for:
 - i. Lodging guests;
 - ii. Visitors, conference and special events attendees;
 - iii. Amenities patrons if available to non-lodging guests;
 - iv. Staff and employees; and
 - v. Delivery and service vehicle loading.
 - b. Service vehicle access shall not create unsafe conflicts with automobile and pedestrian access to primary destinations within the Resort. Loading areas must accommodate delivery vehicles and waiting and loading areas for transit vehicles and their passengers.
 - c. Delivery locations and time of arrival shall be arranged to not create a nuisance for guests and neighbors.
 - d. Parking shall be designed to encourage non-motorized transportation, transit and high occupancy vehicle use and discourage single-occupancy vehicle use.
- 7. Trails and Pedestrian Facilities Plan. This Plan shall include all trails and pedestrian facilities within the Resort and their connection to trails and pedestrian facilities

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outside the Resort boundaries. Trails and pedestrian facilities, including access for the disabled, shall be integral components of the site design. The plan shall provide:

- a. Trails and pedestrian systems that shall provide safe, convenient, and direct access throughout the Resort and to public lands, to transit facilities and to existing or future adjoining community pathway system, when they are adjacent to the Resort.
- b. Trails shall be provided for non-motorized transportation, except that motorized wheelchairs for the disabled shall be permitted. Bicycle racks and trail side seating, etc., shall be provided at various destination points within the Resort.

8. Water Use Plan.

a. As water is so often a limiting factor for large scale developments in Midway City and surrounding areas a Water Use Plan is a necessary element of a Resort Master Plan. The Water Use Plan shall demonstrate compliance with Midway City's Water Use Title, shall include a list of all water rights proposed to be used in the Resort, the amount of acre feet associated with each water right, maps showing the location of the historical use of the water rights, analysis (if needed) on how the water will be delivered to the Project, a proposal for necessary change applications to the State Engineer regarding changing irrigation water to culinary uses, a calculation demonstrating the amount of water provided is sufficient to meet all of the needs of the Resort for both culinary and irrigation purposes, and a completed application for Foreign Water should any be proposed within the Development.

b. Water Rights. The Resort Master Plan Development Agreement shall not be recorded until water rights (including shares of stock) sufficient for all phases of the development are delivered to the City to be held in escrow for so long as the Master Plan Development Agreement is enforceable. This is to ensure that the water rights are not sold separately from the development property after the City has granted development entitlements through the Master Plan Development Agreement. The water rights shall remain in escrow until: 1) they are deeded to the City as part of a final approval for each phase; 2) the Master Plan Development Agreement lapses in accordance with its terms, thus terminating any entitlement on the development property; or 3) if, prior to any phase of the development receiving final approval, the Developer informs the City in writing of its intent to abandon the entitlements received in the Master Plan Development Agreement. If the Master Plan Development Agreement is abandoned, the water rights will be returned to the land owner.

i. Under no circumstances will any of the water rights be released from escrow to the developer or lending institution once the first phase of the development receives final approval.

ii. In the situation where an amendment to the Master Plan Development Agreement is approved for an unrecorded phase, and the amendment reduces the amount of water rights necessary for that phase, the extra water rights for that phase only, will be returned to the land owner.

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iii. The developer's, or any other parties, remaining joint interest in the water rights for each phase shall be deeded in its entirety to the City prior to the recording of the final plat of each phase. Following such transfer of interest, no other party, including the developer shall hold any right, title or interest in the water rights so transferred. In no event shall a final plat for any development, subdivision, or phase thereof, be recorded prior to the transfer of all the right, title and interest in the required water rights to the City.

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iv. In the event that any portion of the water right required for Resort Master Plan approval pursuant to the Midway City Code has been pledged to a lending institution as partial security for a loan on the property, the lending institution must agree, in writing (through an escrow agreement), to the escrow of the water rights with the City according to the terms and conditions set forth in Resort Master Plan Development Agreement. The lending institution may be listed as a joint owner with the developer of the water right held in escrow. Should the lending institution need to foreclose the developer's interest in the water rights, Midway City will release the shares for the sole purpose of removing the developer's name and having the shares re-issued solely in the financial institution's name. Once done, the shares shall be submitted back to Midway City to remain in escrow. Failure to return the shares to the City for escrow shall constitute a breach of the Resort Master Plan Development Agreement, and all entitlements associated with the Resort Master Plan Development Agreement shall become null and void.

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v. Prior to the final approval and recording of any plat for any development, subdivision, or phase thereof, it shall be the developer's sole responsibility to secure a release of any lien or ownership interest in the water right owned by a lending institution or any other party, and to deed or transfer 100% ownership interest in that water right required for that development, subdivision, or phase thereof, to Midway City. Prior to recording a final plat, the water right associated therewith shall be unencumbered, and shall be transferred to the City free and clear of any title encumbrance.

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9. Other Utility Service Plans:

- a. The plan shall provide identification and acknowledgment of service providers. The applicant shall identify the provider of all infrastructure services and any associated facilities required to support the plan.
- b. Where services are to be provided by an entity other than the applicant an impact analysis shall be performed if requested by the Planning Director. Also, if deemed necessary by the Planning Director, the Developer may be required to obtain "Will Serve" letters from necessary service providers.

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i. Midway Sanitation District;
ii. Solid waste disposal;
iii. Electrical service;
iv. Natural gas service;
v. Telephone, internet and other electronic services; and
vi. Any other utility service entity involved in the project.

10. A Phasing Plan. The Resort Master Plan shall include a Phasing Plan to ensure that development within the Resort, including amenities and necessary public service expansions, occurs in logical sequence.
- a. The Phasing Plan shall identify the sequence in which Resort structures, recreational facilities, amenities and the installation of infrastructure is to be implemented.
 - b. This Phasing Plan shall also specify the sequence in which the elements of the Transportation Demand Management Plan are to be implemented and the Resort Master Plan conditions of approval that are to be met.
 - c. All structures, land use activities, mitigation strategies and infrastructure expansions proposed, including any such activities and improvements on public lands, shall be included in the Phasing Plan.
 - d. Each phase shall be self-sufficient, in conjunction with existing elements of the Resort, i.e., transportation and parking needs, as well as amenities, for each phase shall be satisfied within each phase and shall not be dependent upon a future phase.
 - e. Each phase shall represent a logical and compact extension of infrastructure and public services. In order to develop certain improvements in logical increments that provide for economies of scale, the phasing plan may propose that improvements required for an earlier phase be provided in a later phase only if:
 - i. The delayed construction of the improvement does not create a negative impact or exacerbate an existing problematic condition; and
 - ii. Financial assurance is provided by the developer, in a form acceptable to the City Council (i.e. letter of credit, bond, etc.), insuring that the improvement required for the earlier phase will be developed within a certain time-frame, even if later phases remain undeveloped.
 - f. Each phase shall be coordinated with scheduled capital improvements provided by public or semi-public service entities.
 - g. After the initial approval of the Resort Master Plan, order and timing of the phasing may be varied only upon the express approval of the City Council.
11. Housing Plan. The Resort Master Plan shall have a housing element that is to ensure a supply of affordable and employee housing that is commensurate to the demand for housing created by development within the Resort.
- a. Affordable Housing Plan. Affordable housing shall be provided in conjunction with residential development pursuant to the Residential Affordable Housing Standards of the Midway City Code.
 - b. Employee Housing Mitigation Plan. Employee housing shall be provided in conjunction with nonresidential development pursuant to appropriate governmental regulations and laws for Employee Housing Standards, and consistent with other Midway City Land Use Ordinances and Standards.
 - i. Employee housing calculations. Development of a Resort may span time periods over which numbers of employees and their salaries may fluctuate. The Plan shall be prepared using calculations performed to develop a rational number of employee housing units by considering the needs of the Resort and housing suitable for employees throughout

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- Heber Valley. This analysis shall be based on data current for the most recent full year prior to application and shall serve as the Employee Housing Mitigation Plan for Resort Master Plan.
- ii. The Resort Master Plan Employee Housing Mitigation Plan shall also contain a proposed financing and construction plan for employee housing which is coordinated with the Phasing Plan required earlier in this Section.
 - iii. Each Resort Master Plan Employee Housing Mitigation Plan shall be coordinated with the Affordable Housing Plan and approved by the City for inclusion in the Resort Master Plan only after receiving approval from the Wasatch County Affordable Housing Board and after a recommendation from the Planning Commission.
 - iv. Master Plan employee estimate. The number of employees required to be housed and the locations where they will be housed, as presented in the Resort Master Plan, shall be treated as an estimate. The exact number of Resort employees shall be finalized by the City after receiving a recommendation from the Planning Director as part of the development plans within each phase of the Resort as the Resort Master Plan is implemented. Each approved Final Development Plan shall establish the actual number of employees required to be housed onsite and offsite and the specific locations where they will be housed for that portion of the Resort Master Plan.

12. Dimensional Limitation Plan. The Dimensional Limitation Plan shall specify, at a conceptual level, the dimensional limitations necessary for the Resort in order to comply with Midway City's standards and regulations and achieve the design theme identified by the applicant. The Plan shall address:

- a. Building density, bulk and scale relative to its built environment and surrounding natural features. At a minimum:
 - i. Building footprint per acre shall not exceed 12,000 square feet. The determination of building coverage shall include all structures in the Resort. The maximum building footprint may be clustered together within the resort, subject to set-backs and other applicable restrictions.
 - ii. All resorts shall have at least 55 percent open space. Open space is defined as a portion of a development site that is permanently set aside for public and/or private use and that will not be sold to individual owners or retained by the developer. All open space shall be owned/managed and maintained by the HOA.
 - iii. Improvements such as club houses, shelters, covered swimming pools, and gazebos may be included within the open space along with recreational facilities such as football fields, baseball diamonds, basketball courts and playgrounds.
 - iv. Land proposed to be devoted to parking, vehicular streets or roads, and drives shall not be included in the calculation of open space. Land proposed for any type of residential use shall not be included in the calculation of open space.

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- v. An open space area shall have a minimum dimension of at least 100 feet in each direction. However, entry features such as roundabouts, median planter strips, fountains, etc. may count as open space if the design of such features is recommended by the Planning Commission and approved by the City Council. At least half of the land designated as required open space should be contiguous and as nearly rectangular as is practical.
 - vi. Resort common area may be enumerated as open space if it meets all of the above requirements.
 - vii. A portion of a Resort area permanently deeded to the City for public use as a park may be designated as part of the Resort's open space if this action is recommended by the Planning Commission and approved by the City Council.
- b. Building height and envelope restrictions. The maximum building height limit is 35' as described in the Maximum Height Provisions for all Buildings" as outlined in the land use code.
- c. Building Setbacks for properties two (2) acres or greater. Resort building and parking areas shall be setback from Resort boundaries as follows:
- i. Buildings and parking areas in Resort developments shall be setback at least 100 feet from all external public roads.
 - ii. Building setbacks from internal streets shall be a minimum of 30 feet unless otherwise permitted by the Planning Commission.
 - iii. Resort buildings shall be setback at least 100 feet from other Resort development perimeter boundaries except:
 - 1. When other setbacks have been negotiated with adjacent landowners prior to development and approved by the City, or
 - 2. When the applicant can demonstrate to the satisfaction of the City, by means of a physical model or electronic graphic representations of the site and proposed building locations, that Resort buildings will not obscure neighbor views of the background of mountain and valley more than a normal residential structure at a standard setback of 30 feet.
- d. Building Setbacks and Open Space for properties less than two (2) acres. Buildings and parking areas in Resorts located on properties less than two (2) acres in size shall be at least 50' from all public roads. Side setbacks shall be 12'. Rear setbacks shall be 30'. There shall be no required open space.
- e. Interior space standards. The minimum room size for overnight accommodations in a resort building shall be 300 square feet. All other requirements and standards for spaces such as conference rooms, restaurants, retail space, offices and pools in the Midway Code and related standards shall be satisfied.
- f. Parking and loading standards. No Resort parking will be allowed on public roads. All requirements and standards for parking and loading in the Midway City Code and related standards shall be met within the Resort itself, including but not limited to:
- i. Guest lodging:
 - a. Homes and condominiums - two spaces per unit.

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- b) Hotel room; one space per key.
 - c) Restaurant - four parking spaces per 1,000 square feet of dining space.
 - d) Retail / Commercial - four parking spaces per 1000 square feet of retail or commercial space.
 - e) Conference Center - one space per two occupants based on design occupancy.
 - f) Swimming pool - one space per two occupants based on design patron occupancy.
 - g) Employees - one space per employee on site during daylight hours.
 - h) Uses not mentioned - The required parking for uses not mentioned and for loading shall be determined by the Planning Director.
 - i) If uses a) through h) are in close proximity to each other, share a common parking area, and the applicant can show, using parking analysis based on nationally recognized standards, that above requirements are excessive, the City Council may reduce the amount of parking in favor of an increase in landscaped common area.
- g. Other Land Use Restrictions. The applicant shall clearly show the lines delineating areas on which restrictions on development are to be imposed by requirements of Midway City ordinances including sensitive lands, wildlife corridors, open space and trails.
- h. Other Dimensional Limitations. The applicant shall clearly show any dimensional limitations unspecified by the Resort Master Plan which shall be established by the standards set forth in the Other Development Options Section of this the Midway Code.

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I. Citizen Participation Plan. Citizen participation is an essential element in the formulation of any large development or Resort Master Plan. This is particularly true for resort planning.

1. Developers proposing resorts shall comply with all requirements set forth in the Citizen Participation Chapter of the Midway City Code.
2. A report of the results of Citizen Participation Plan activities shall be prepared and presented to the Planning Commission and the City Council as a part of the Resort Master Plan Application review. This report shall include at least the following information:
 - a. Dates and locations of all meetings where citizens were invited to discuss the applicant's proposal, including the number of citizens who attended;
 - b. Geographical area in which residents, property owners, and interested parties receiving notices, newsletters, or other written materials are located;
 - c. Copies of any response letters received by the applicant or City staff; and
 - d. A summary of concerns, issues and problems expressed during the process, including:
 - i. The substance of any concerns, issues, and problems raised by the citizen participants;
 - ii. How the applicant has addressed or intends to address concerns, issues and problems expressed during the process; and

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iii. Concerns, issues and problems the applicant is unwilling or unable to address and why.

3. A Citizen Participation Plan shall not be required for properties two acres or less, unless the Planning Director feels it is necessary.

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J. Phases. The Resort Master Plan request must show each of the proposed different phases and their construction sequence relative to each other. The Resort Master Plan Agreement shall require applications for Preliminary and Final Approvals for each phase within the project.

1. A Resort Master Plan application must demonstrate that approval of the project in multiple phases can occur such that the project can still function autonomously if subsequent phases are not completed. Therefore, the Resort Master Plan application must demonstrate that sufficient property, roads, sensitive lands protection, and open space are proposed with the first phase to allow the project to function without subsequent phases.

2. Special information must also be prepared for Resort Master Plan applications to demonstrate that all facilities necessary to implement all life safety codes in effect at the time of application will be constructed and be maintained at the time the first phase is requested of the City.

3. Master Plan approval does not vest the Developer for purposes of changes in the public safety code. Developer will be required to comply with all public safety code requirements in effect at the time of preliminary and final approval of each phase.

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K. Required Detail. The Resort Master Plan application must be prepared with enough detail to receive preliminary approval from the Midway City Water Board and the Midway Sanitation District, provide for the scheduling of the design, engineering and construction of all necessary water mains, sewer service interceptor capacity and laterals for the entire Resort Master Plan along with a schedule that matches the phasing plan.

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L. Professional preparation required. The Resort Master Plan must be prepared by a development team composed of at least a civil engineer, an architect, and a landscape architect, all of whom must be licensed to practice in the State of Utah.

M. Participation in the Resort Master Plan Process. One or more landowners within the RZ zone may propose a Resort Master Plan and maintain the role of the applicant as identified herein. Participation of all landowners within the RZ zone is not required but encouraged.

N. Review and Approval of the Resort Master Plan. Public comment and City Council approval for Resort Master Plans are identical to the procedures set forth for a Concept Plan in other large-scale development regulations of the Midway City Code. The standards for review of the Resort Master Plan, however, are the standards set forth in this Chapter. (Check)

O. Recordation of the Resort Master Plan Agreement. The approved and executed Resort Master Plan and any amendments thereto, and the Resort Master Plan Development Agreement, shall be recorded in the Wasatch County, Utah Recorder's Office.

P. Vesting of Entitlements. No entitlement rights shall vest until a Resort Master Plan Development Agreement is signed and recorded against the development property.

Q. Planning Commission Action. Upon completion of the Resort Master Plan review, the Planning Commission shall recommend approval of the application as submitted, recommend approval with conditions, or may refer the application back to the developer for one or more of the following reasons:

1. The site and building design, layout or structure are inconsistent with the intent of this Title or the City General Plan.
2. The application is incomplete (i.e. Project plans and/or supporting documents have not been brought to a satisfactory state of completion).
3. All applicable fees have not been paid by the developer.

R. City Council Action. Upon receiving the planning staff and the Planning Commission recommendation, reviewing the proposed Resort's Master Plan Application and conducting the required public hearing the City Council shall:

1. Approve the Resort Master Plan Application,
2. Approve the Resort Master Plan Application with conditions,
3. Refer the Resort Master Plan Application back to the Planning Commission and/or planning staff for further consideration, or
4. Deny the Resort Master Plan Application.

S. Master Plan Agreement. The last step in the Resort Master Plan approval process is to prepare a Resort Master Plan Development Agreement. This document provides a durable definition of the developer's entitlements, the developer's responsibilities and the City's responsibilities as the Resort proceeds to completion. The Resort Master Plan Agreement shall be approved and executed by the applicant and the Mayor of Midway City, and recorded against the property included in the Resort Master Plan.

Section 16.15.5 Preliminary Approval

Application for Preliminary Approval of a Resort Development Plan, or a phase thereof, shall only be accepted after approval of a Resort Master Plan has been obtained. No Resort Preliminary Development Plan shall be approved unless the proposal is consistent with the Resort Master Plan and the Midway City General Plan. The application must begin with a careful

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Moved up [1]: Water Rights. The Resort Master Plan Development Agreement shall not be recorded until water rights (including shares of stock) sufficient for all phases of the development are delivered to the City to be held in escrow for so long as the Master Plan Development Agreement is enforceable. This is to ensure that the water rights are not sold separately from the development property after the City has granted development entitlements through the Master Plan Development Agreement. The water rights shall remain in escrow until: 1) they are deeded to the City as part of a final approval for each phase; 2) the Master Plan Development Agreement lapses in accordance with its terms, thus terminating any entitlement on the development property; or 3) if, prior to any phase of the development receiving final approval, the Developer informs the City in writing of its intent to abandon the entitlements received in the Master Plan Development Agreement. If the Master Plan Development Agreement is abandoned, the water rights will be returned to the land owner. ¶

Under no circumstances will any of the water rights be released from escrow to the developer or lending institution once the first phase of the development receives final approval. ¶

¶ In the situation where an amendment to the Master Plan Development Agreement is approved for an unrecorded phase, and the amendment reduces the amount of water rights necessary for that phase, the extra water rights for that phase only, will be returned to the land owner. ¶

¶ The developer's, or any other parties, remaining joint interest in the water rights for each phase shall be deeded in its entirety to the City prior to the recording of the final plat of each phase.

Following such transfer of interest, no other party, including the developer shall hold any right, title or interest in the water rights so transferred. In no event shall a final plat for any development, subdivision, or phase thereof, be recorded prior to the transfer of all the right, title and interest in the required water rights to the City. ¶

¶ In the event that any portion of the water right required for Resort Master Plan approval pursuant to the Midway City Code has been pledged to a lending institution as partial security for a loan on the property, the lending institution must agree, in writing (through an escrow agreement), to the escrow of the water rights with the City according to the terms and conditions set forth in Resort Master Plan Development Agreement. The lending institution may be listed as a joint owner with the developer of the water right held in escrow. Should the lending institution need to foreclose the developer's interest in the water rights, Midway City will release the shares for the sole purpose of removing the developer's name and having the shares re-issued solely in the financial institution's name. Once done, the shares shall be submitted back to Midway City to remain in escrow. Failure to return the shares to the City for escrow shall constitute a breach of the Resort Master Plan Development

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review of the Master Plan Agreement. If any aspects of the resort development proposed for Preliminary Approval are different than that agreed to in the Resort Master Plan Agreement, such changes must be annotated and explained. Requests for substantial changes to plans approved in the Resort Master Plan, or any requests for modifications of conditions to the Resort Master Plan Agreement shall require additional hearings before the Planning Commission and approval of the City Council.

The Preliminary Approval Application shall include, but not be limited to, the following required documents, plans and information:

A. The Preliminary Development Plan. A Preliminary Development Plan shall be prepared and submitted for approval for a Resort, or approved Phase thereof, within the Resort Master Plan Area. The project Preliminary Development Plan must be prepared by a design team composed of at least a civil engineer, an architect, and a landscape architect, all of whom must be licensed to practice in the State of Utah.

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1. The purpose of the Preliminary Development Plan is to demonstrate that the plans proposed for development will meet the standards required under the Midway City Land Use Title, this Title, and other applicable laws, regulations, conditions and recommendations specified in the approval of the Resort Master Plan.

2. The Preliminary Development Plan must contain fully engineered drawings and technical detail necessary to demonstrate compliance with this Chapter and other applicable laws, regulations, conditions and sections of the Midway Code.

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3. Upon receipt and review of the Preliminary Development Plan, the Planning Commission shall recommend the application as submitted, recommend it be accepted with conditions or refer it back to the developer for one or more of the reasons set forth in this Chapter.

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a. If the Preliminary Development Plan is recommended, or recommend with conditions, the project will be referred to the City Council for a public hearing and City Council action on the proposed Preliminary Development Plan.

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b. If the plan is referred back to the developer he/she must meet with Planning Department Staff, correct plan deficiencies, resubmit the Preliminary Development Plan and documents and schedule another appearance before the Planning Commission.

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B. Summary of approved Resort Master Plan documents. The developer shall prepare an annotated summary of all conditions and issues noted in the Resort Master Plan Agreement, highlighting those that must be resolved at the time of the Preliminary Application. This annotated summary shall be used as reference in measuring the applicant's progress toward meeting the goals set out in the Resort Master Plan Agreement throughout the Preliminary Application review process. This summary shall, at a minimum, address:

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1. Conditions set, and recommendations made, by the following Midway City committees and boards:

- a. Midway Water Advisory Board,
 - b. Midway Sanitation District Board,
 - c. Trails and Parks Committee,
 - d. Vision and Architecture Committee; and
 - e. Historic Preservation Committee, if applicable.
2. Conditions set by planning and engineering staff relative to:
- a. Further technical studies;
 - b. Environmental assessments; and
 - c. Plans for roads, trails, utilities (including storm water and irrigation) and emergency access.

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C. Additional Information Required:

1. A completed Application Form. The Application Form requires the following identifying information:
 - a. Name of development.
 - b. Type of development.
 - c. Applicant entity name, primary contact name, civil engineer, architect, designer and attorney, all licensed to practice in the State of Utah, with respective contact addresses, phone numbers, fax numbers, and email addresses for each.
2. An updated Statement of Purpose. The statement presented in this application must conform to the approved purpose as stated in the Resort Master Plan and Resort Development Agreement.
3. A current Title Report. Along with the title report the applicant shall provide a statement that verifies that all property owners and any lien holders with interest in the property or improvements thereon, consent to the approval of this application.
4. An updated Citizen Participation Plan. The entitlement for the Resort project for which this application is filed was established as part of Resort Master Plan approval. Citizen Participation was a major focus of the Resort Master Plan Approval process. Conditions contained in the Resort Master Plan Agreement have been agreed to by the City and the applicant. It is not the purpose of the Preliminary Development Approval process to re-plan the project if its proposed phase by phase implementation is consistent with the approved Resort Master Plan. Nonetheless a plan shall be proposed to inform the citizens of this community if, during the phased implementation of the project, any modifications of the Resort Master Plan are brought to the Planning Commission and the City Council for their consideration or approval. If the developer or the City request any significant deviation from the approved Resort Master Plan Agreement, public hearings and more citizen participation may be required. Thus, an updated Citizen Participation Plan shall be provided with any proposed Preliminary Development Approval application that requests an amendment to the Resort Master Plan.
5. An updated Phasing Plan. The proposed Preliminary Development Approval Application package shall include an updated Phasing Plan that has been reconciled with the approved Master Plan. If it can be demonstrated to the Planning Commission that the updated Phasing Plan satisfies the criteria enumerated in a. and b. below the Planning Commission may choose to recommend and the City Council may choose to approve the requested changes.

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- a. The Phasing Plan in the Preliminary Development Approval Application is consistent with the phasing plan in the Resort Master Plan and Resort Development Agreement in all particulars; or
- b. If there is variation from the initial phasing proposed, and it can be demonstrated that:
 - i. All Resort Development Agreement conditions requiring action prior to the beginning of Phase 1 will be met;
 - ii. Any delay in scheduled construction of any land use activities, mitigation strategies or infrastructure expansions will not create a negative impact or exacerbate an existing problematic condition, and
 - iii. All buildings and other improvements proposed in the current phase are independent of any buildings or systems proposed for later phases in terms of:
 - a) Culinary, irrigation or any other water uses,
 - b) Transportation infrastructure including roads, fire apparatus access roads, parking stalls or structures, trails and transit provisions, on and off site, necessary to serve this phase
 - c) The ability to provide all facilities necessary for the health and safety of resort guests and the public who utilize the proposed phase as well as earlier phases of the project,
- c. It shall also be necessary that the criteria set forth in sub-section (iii) above are met for any activities and improvements on public lands, on lands to be dedicated for public use, or on lands off site, owned by the applicant to be reserved as open space associated with the Resort.
- d. Finally, if the new Phasing Plan is to be accepted, the Planning Commission must find that the notice requirements and review procedures used for the Preliminary Development Approval Application have been consistent with those set forth in the master plan Section of this Chapter.

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D. Required preliminary architectural and engineering plans. In addition to the review and updates noted above, Preliminary Development Approval will require that more detailed architectural design plans be submitted. These submittals shall include, but not be limited to, the following sets of plans:

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1. Updated Master Site Plan. The Updated Master Site Plan shall include the following components:

- a. North point and a scale consistent with one on a standard engineering or architect scale ruler.
- b. A topographical map (or maps), with contours at no greater interval than two feet, showing:
 - i. Zone boundaries and designations;
 - ii. The outside boundaries of the project;
 - iii. Boundaries of sensitive lands, with appropriate indication of geologic features, wetlands, wildlife corridors; and
 - iv. Delineated parks, open spaces, specified common areas and required building and road setbacks.

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c. Document any proposed adjustments to the Resort Master Plan that lead to:

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- i. Change in building size, height, footprint, bulk or configuration;
 - ii. Change in project layout for amenities or circulation (roads, walkways and trails) and landscape features will require documentation and justification. This documentation and justification shall include but will not be limited to an analysis of the impact of any such changes on existing or proposed roads, water and sewer utilities, and the character of neighboring development within 1/4 mile of the outside boundary of the resort development. If such changes are substantial a public hearing before the City Council will also be required.
 - d. An updated infrastructure plan showing:
 - i. Circulation plan including private and public streets, sidewalks and trails; and
 - ii. Existing and planned easements, waterways, utility lines, canals or ditches.
2. Updated Land Use Plan. A disaggregated, descriptive tabulation of land use is required for:
- a. Residential uses;
 - i. Guest and individual owner lodging,
 - ii. Employee lodging, or
 - iii. Affordable housing;
 - b. Nonresidential uses that provide for the needs of Resort lodging guests and day visitors;
 - i. Restaurants and other food services, and
 - ii. Conference and business center services.
 - c. Retail.
 - d. Uses necessary for operation of the Resort’s primary recreational activities (hot springs, swimming, golf, fishing, hiking, equestrian trails, etc.).
 - e. Any special events such as music and dance festivals, art and craft shows, concerts, live theater, and similar events which are compatible with the Resort character and its facilities.
 - f. Other specific uses related to the Resort’s objectives and character as approved in the Resort Master Plan or Development Agreement.
3. Updated Dimensional Limitation Plan. Specific site building density and configuration limits were set at Resort Master Plan Approval and shall be complied with in the Updated Dimensional Limitation Plan. Similarly, individual building footprint, height and volume limits were set. Preliminary Development Approval will require that the building architectural and landscaping plans prepared for this application conform to limits set forth in the Resort Master Plan Resort Master Plan Agreement. This conformance shall be demonstrated by reconciling the following information from the current plans with that gathered in the Annotated Summary of this Section.
- a. Building density, footprint, mass, envelope and height descriptions. Dimensioned plans are required for building placement, footprint and elevations.
 - b. Building floor plans indicating individual areas and floor area ratios.
 - c. Definition of building setback, parking area, etcetera.

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- d. Areas in square feet for any sensitive lands and other open space, dedicated roads and for separately defined lots or ancillary buildings.
 - e. Other delineated areas on which restrictions of development are to be imposed by requirements of Midway City ordinances.
 - i. Specific delineation of sensitive lands and wildlife corridors.
 - ii. Specific delineation of open spaces, common areas, trails, and walkways
 - iii. Landscape ratios for sensitive lands, wildlife corridors, open space, common area and trails.
4. Submit an updated Design Elements Plan. The design theme of the Resort and its recreational activities and amenities were approved in the Resort Master Plan. More detailed architectural plans are required in this submittal to demonstrate that the applicant has developed a sound implementation of the elements previously approved. The Vision Architecture Committee and the Planning Commission will review the implementation of the chosen theme. Their comments and recommendations will be made with the intention of providing necessary information without limiting creativity in design. The Planning Commission will then forward their recommendation to the City Council. The preliminary site and architectural plans shall demonstrate that:
- a. The Design Elements Plan has been prepared by architects and landscape architects licensed to practice in the State of Utah.
 - b. The Building Design Guidelines adopted in the Resort Master Plan are reflected in the detailed architectural plans, renderings and/or models presented for Preliminary Approval, and that they demonstrate:
 - i. That the architectural character choices in these plans are consistent with those proposed in the Resort Master Plan;
 - ii. That the built environment proposed emphasizes human scale, pedestrian-orientated space;
 - iii. That the built environment proposed is in harmony with the cultural and aesthetic values of Midway and the natural physical attributes of the immediate vicinity;
 - iv. That the use of building materials and colors is compatible with the surrounding natural and built environment;
 - v. That the bulk and scale of individual buildings within the Resort are compatible with other structures within the resort, in neighboring developments and throughout the community at large; and
 - vi. That the bulk and scale of the resort is compatible with local natural features and views of distant mountains.
 - c. The Landscape Design Plans submitted with the Preliminary Development Plan Application shall demonstrate that the natural resources within the Resort have been appropriately preserved and integrated into the layout of the site so that:
 - i. The proposed design promotes a connection to the natural environment;
 - ii. Natural features of the site, such as significant vegetation, geologic features, rock outcroppings, water bodies and animal habitat and use pattern, are preserved and incorporated into the project design to the extent practicable;

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- iii. Project landscaping, including hardscape areas, is consistent with the overall design theme of the resort and utilizes indigenous plant materials wherever possible;
 - iv. The existing vegetation has been preserved and incorporated into the design of the project to the extent practical, especially wooded areas and other significant vegetation which provides shelter, feed or habitat for wildlife;
 - v. The landscaping plans indicate areas of landscaping, proposed landscaping materials and layout of any required irrigation system; and
 - vi. A noxious weed control plan has been implemented.
- d. An Environmental Assessment Review Statement updating plans to mitigate all technical issues related to sensitive land, including but not limited to:
- i. A review of all new technical reports and/or analyses of any geotechnical, wetland, slope and wildlife issues undertaken in response to conditions set at the time of Resort Master Plan approval;
 - ii. A report on progress towards meeting all conditions specified in the Development Agreement.

D. Required Infrastructure Plans. Preliminary plans for the following Resort infrastructure elements shall be submitted for review.

1. Water Use Plan. The Water Use Plan approved as part of the Resort Master Plan must be updated and again reviewed by the Midway Water Advisory Board. Following this review the Water Use Plan shall be forwarded with recommendations to the City Council for its consideration. This updated plan shall:
 - a. Demonstrate compliance with Midway City's Water Use Title; and
 - b. Report Midway Water Advisory Board recommendations;
 - i. Indicate the water rights required to complete the entire resort project;
 - ii. Indicate that the Water Advisory Board has found that the applicant has a sufficient quantity of acceptable water rights to meet the established needs of the entire Resort;
 - iii. Indicate that the applicant has agreed to protect all water rights required to complete the Resort project from alienation from the Resort land designated in the Resort Master Plan and Development Agreement during development and construction; and
 - iv. Indicate that the applicant has agreed to convey to Midway City all water rights required to meet the needs of the phases covered by the current application after Final Approval is granted but before recordation.
 - c. Describe all existing and proposed water systems, identifying the size of all water lines and the location of any pressure regulating components and all fire hydrants.
2. Sanitation System Plan. The Sanitation System Plan shall:
 - a. Indicate the routes and easements for all proposed systems; and
 - b. Specify all line types and sizes.
3. Storm Drainage System Plan. The Storm Drainage System Plan shall:
 - a. Provide a summary of calculations for:

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- i. Runoff from the site, indicating that which leaves via a City storm drain and that which leaves via natural drainage routes approved by the City; and
 - ii. Line and easement sizes.
 - b. Indicate the size, routes and easements of all proposed or existing system lines and components.
- 4. Other Utility Service Plans. All other infrastructure services shall be identified.
 - a. The applicant shall verify the providers of all additional infrastructure services and any associated facilities required to support each service plan presented in the Master Plan submission. Any change from the Master Plan submittal shall be noted and appropriate document and “will serve” letters shall be provided.
 - b. An impact analysis shall be performed, if requested by the Planning Director, for all utility facilities and services.
 - c. All existing or planned easements, utility lines, waterways, canals and ditches shall be indicated and noted on the plat.
 - d. The applicant shall provide evidence that 11”x17” copies of preliminary plans have been sent to all potential utility providers and to the Midway Post Master, Wasatch County Solid Waste Disposal District, and The Wasatch County, Fire Protection Special Service District.
- 5. An updated Transportation Plan. The Resort Preliminary Application shall include:
 - a. An updated Traffic Impact Analysis. At a minimum, this analysis shall review:
 - i. Projections of external vehicle trips generated by the Resort;
 - ii. Projection of level of service impacts on roadway system segments and intersections serving the Resort and surrounding neighborhoods; and
 - iii. Specify the improvements needed to any public roadway system segments and intersections that are needed as a result of increased traffic to and from the Resort.
 - b. An updated Resort Transportation Demand Management Plan and review of alternative transportation options. At a minimum, this plan shall:
 - i. Describe actions taken to manage the generation of Resort related traffic to avoid undermining community character or endangering the public health, safety, and welfare. It shall also indicate efforts to optimize the mix of automobile and pathway facilities within the Resort;
 - ii. Review plan to manage the transportation demands of the Resort and update them if necessary to;
 - a) Determine if the allocation of vehicle trips to the various roadway segments that serve the Resort in the Resort Master Plan is still appropriate. If not, the plans should adjust the allocation to reflect current plans and revise the impact analysis.
 - b) Summarize plans to promote multiple forms of transportation that are consistent with the transportation goals of the Midway City General Plan.
 - c) Review the applicant’s commitment to support a Resort area Public Transportation Plan and participate in a cost sharing plan for transportation facilities and services connecting the Resort to, Midway Main Street, other Midway resorts, regional

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recreational areas and resorts, regional urban centers (Salt Lake and Provo) and airports.

iii. Update the Transportation Plan. At a minimum, this updated plan shall:

- a) Present detailed plans for Resort streets, alleyways, and parking lots in each phase of the Resort covered by the application.
- b) Assure that the Transportation Elements Plan demonstrates a continued sensitivity to the natural terrain and landscape by minimizing cut and fill areas and preserves, to the maximum extent possible, all the natural features of the site such as wooded areas, rock outcroppings, and water bodies, streams, meadows and pastures. Note that this requirement applies to all the property, not simply the portion of the property that is protected under the requirements of the Midway Sensitive Land Section of this Chapter.

iv. Updated Service Vehicle Transportation Management Plan: At a minimum, this updated plan shall verify that plans for vehicular access to the Resort in each phase covered by the application are appropriate for service vehicle access and shall not create unsafe conflicts with automobile and pedestrian access to primary destinations within the Resort.

c. An updated plan for all parking and loading areas within each phase of the Resort covered by the application that:

- i. Conforms to the requirements of the parking Sections of the Midway City Land Use Title.
- ii. Verify that sufficient parking and loading areas proposed in the Resort Master Plan will accommodate the updated Resort phase application for:
 - a) Lodging guests and visitors;
 - b) Amenities patrons, if the amenities are available to non-lodging guests;
 - c) Staff and employees;
 - d) Delivery and service vehicle loading. Loading areas must accommodate delivery vehicles and waiting and loading areas for transit vehicles and their passengers. Delivery locations and time of arrival shall be arranged so as not to create a nuisance for guests and neighbors.
 - e) Parking shall be designed to encourage non-motorized transportation, transit and high occupancy vehicle use and discourage single-occupancy vehicle use within the Resort area.

d. An updated Trails and Pedestrian Facilities Plan. This plan shall show all updated trails and pedestrian facilities within each phase of the Resort covered by this application. At a minimum this plan shall include:

- i. A description of an updated trail and pedestrian system that shall provide safe, convenient, and direct access throughout the Resort and to

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- public lands, to transit facilities and to existing or future adjoining community pathway system, that may be adjacent to the Resort;
- ii. Trails that will provide for non-motorized transportation. However motorized wheelchairs for the disabled shall be permitted on all trails. Bicycle racks and trail side seating, etc., shall be provided at various destination points within the Resort.

E. Community Housing Impact Requirements. Preliminary Development Approval requires that specific plans be formulated to meet any employee and affordable housing commitments resulting from phases submitted for approval. Applicant shall submit the following plans or information:

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1. Employee Housing Plan. The Employee Housing Plan shall:
 - a. Define the extent of employee housing to be provided in conjunction with nonresidential development within the Resort. This definition shall be prepared in accordance with appropriate governmental regulations and laws for Employee Housing Standards and Midway City Code requirements and standards;
 - b. Estimate the number of employees required to be housed and identify the locations where they might be housed both on-site and off-site. This analysis shall use data current for the most recent full year prior to application for Preliminary Development Approval;
 - c. The Preliminary Development Approval Application Employee Housing Plan shall also contain a proposal for financing and constructing any employee housing needed.
2. Affordable Housing
 - a. Affordable housing and employee housing are not necessarily equivalent. However, it is possible that employee housing is also affordable housing. If the employee housing meets the criteria and follows the standards of affordable housing, the applicant may request the City to agree to an offset in the requirements for affordable housing proportional to the equivalent residential units of employee housing required for approval for the project. Such a request must clearly demonstrate how the employee housing will meet the objectives and goals of affordable housing which are required under applicable City standards.
 - b. Affordable housing shall be provided in conjunction with any residential development within the Resort pursuant to the Affordable Housing Standards in the Midway City Code.

F. Open Space Plan / Definition of Open Space. Preliminary Development Approval requires:

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1. Verification of all open space property and open space easements as defined by the Resort Master Plan accompanied by a complete textual description of this property.
2. An updated plat of all property designated as open space within the Resort identified as such in the Resort Master Plan and as proposed in the Preliminary Development Approval application. Any differences shall be discussed and justified.
3. The location and description of all off site recreational and open space areas and facilities associated with the Resort shall be provided.

4. A description of the disposition of title for all open space property and open space easement associated with the Resort shall be provided.
5. All land designated as open space shall be left in its natural state or landscaped so as to preserve natural features to the maximum extent possible while complementing the theme and amenities of the Resort.
6. All land designated as open space, except as allowed under a specific development agreement, shall be free from development in perpetuity.

G. Sunset Provision. Unless otherwise stated in the Resort Master Plan Agreement, failure to submit an application for Preliminary Development Plan Approval and to schedule an appearance before the Planning Commission within one year of approval of the Resort Master Plan Agreement shall result in the expiration of the Resort Master Plan Agreement, resulting in the Resort Master Plan Agreement and subsequent applications being null and void, and requiring the applicant to reapply for Master Plan approval. If expiration occurs, no application fees will be refunded to the applicant. Further, failure to obtain both preliminary and final approval of any phase of the development within two years of first applying for preliminary approval shall cause the Resort Master Plan Agreement to lapse. Finally, failure to record the final plat of any phase within one year of obtaining final approval of the plat shall cause the approvals to lapse and cause the entitlements obtained in the Resort Master Plan Agreement to also lapse, requiring the Developer to reapply for Resort Master Plan Approval.

H. Planning Commission Action. Upon completion of the Preliminary Development Plan review, the Planning Commission shall recommend approval of the Application as submitted, recommend approval with conditions or may refer the Application back to the developer for one or more of the following reasons:

1. The site and building design, layout or structure are inconsistent with the Resort Master Plan, the intent of the Midway City Code or the City General Plan.
2. Project plans and/or supporting documents have not been brought to a satisfactory state of completion.
3. All applicable fees have not been paid by the developer.

I. City Council Action. Upon receiving planning staff and Planning Commission recommendations, reviewing the proposed Resort's Preliminary Development Application and conducting the required public hearing, the City Council shall:

1. Approve the Preliminary Development Application,
2. Approve the Preliminary Development Application with conditions,
3. Refer the Preliminary Development Application back to the Planning Commission and/or planning staff for further consideration, or
4. Deny the Application.

Section 16.15.6 Final Approval

The Final Development Plan is a detailed written and graphic representation of a proposed development. The purpose of the Final Development Plan is to depict a proposed development in sufficient detail to clearly demonstrate that it is consistent with the Midway City General Plan

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of the development imposed by the City have been met, the Planning Commission shall recommend Final Approval of the development to the City Council. If the Planning Commission finds that any requirements or conditions have not been met, the Planning Commission shall forward such information on to the City Council with a recommendation as to how the City Council should act with respect to Final Approval of the development.

2. City Council Approval. After receiving the recommendation of the Planning Commission with respect to Final Approval, the City Council shall consider the development for Final Approval. The City Council shall determine whether the proposed Final Plat and application for Final Approval meet all requirements of this title and the conditions of the development's Preliminary Development Approval by the City and the Master Plan Agreement. The City Council shall consider the information and recommendation forwarded to it by the Planning Commission.

a. Based on the Planning Commission's recommendation and the City Council's own review and deliberation the Council shall approve, approve with conditions, or deny Final Approval of the development.

b. If the City Council denies Final Approval, the City Council shall state in detail the basis for its denial, referring specifically to the requirements of this title and the conditions of preliminary approval. For a one-year period after such denial of Final Approval by the City Council, the applicant may re-apply to the Planning Commission and then to the City Council if the City Council's reasons for denial have been resolved.

G. Duration of Final Development Agreement. The duration of Final Development Approval and Final Development Agreement shall be for one year from the date of approval of the development by the City Council. If the Final Plat is not recorded with the County Recorder within the one-year period of time, the development's approval shall be void, and both Preliminary and Final Development Approvals must be re-obtained to reinstate the project, unless, upon request by the applicant and on a showing of extenuating circumstances, the City Council extends the time limit for plat recording, with or without conditions. Such conditions may include, but are not limited to, provisions requiring that:

1. Construction must be completed according to any new City standards in effect at the time the plat is ultimately recorded;
2. The property must be maintained in a clean, dust-free, and weed-free condition at all times;
3. Each extension will be for a one-year period only, after which time an annual review must be requested by the applicant and presented before the City Council; and/or
4. No more than three one-year extensions will be allowed. The granting or denying of any extension, with or without conditions, is within the sole discretion of the City Council, and an applicant has no right to receive such an extension.

H. Time Limit on Final Development Plan Approval. Any failure to submit a proposed final plan and final approval submittal package for Planning Commission consideration within one year of the approval of the Preliminary Development Plan by the City Council shall terminate all proceedings and render the Preliminary Development Plan approval null and void. Any failure to record the final approved plat and Final Development Agreement within one

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year of approval shall result in the approvals being null and void and shall require the applicant to restart the approval process at the preliminary approval stage.

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(2011-06, Sub-section Amended, eff. 12/14/2011)

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Section 16.15.7 Development Agreements

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A. Development Agreement sets forth the obligations of both the development applicant and Midway City. A Development Agreement is a contract between the City and an applicant for a development project which complies with the local land use requirements in force at the time the Development Agreement is approved. It is intended to provide assurance to the applicant that an approved project may proceed regardless of changes to City policies, rules, and regulations after project approval. In return, the City may be assured that the approved project will contain all the elements and components proposed and approved in the best interest and welfare of the City. Development Agreements shall be required for the entire Resort area at the conclusion of the Resort Master Plan Approval and for each phase of the development as it receives Final Approval.

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B. The developer's obligation. The City and the developer shall acknowledge and agree that the City's agreement to perform and abide by the covenants and obligations of the City set forth in the Development Agreement is material consideration for developer's agreement to perform and abide by the covenants and obligations of developer set forth therein. The Development Agreement(s) shall document all of the terms and conditions of development imposed by City Council as set forth as a consequence of the Resort Master Plan, Preliminary and Final Development reviews and approvals. These terms and conditions shall include, but not be limited to, the following:

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1. The payment of all fees.
2. A current Phasing Plan. This Phasing Plan shall demonstrate that:
 - a. All Development Agreement conditions requiring action prior to the beginning of Phase 1 construction have been met.
 - b. Any delay in construction of scheduled land use activities, mitigation strategies or infrastructure expansions will not create a negative impact or exacerbate an existing problematic condition.
 - c. All buildings proposed in a current phase are independent of any buildings or systems proposed for later phases in terms of culinary, irrigation or any other water uses; transportation infrastructure including roads, fire apparatus access roads, parking stalls or structures, trails and transit provisions, on and off site, necessary to serve the current phase; the ability to provide all facilities necessary for the health and safety of resort guests and the public who utilize the proposed phase and earlier phases of the project.
 - d. It shall also be necessary that the criteria set forth in sub-section (b) above are met for any activities and/or improvements on public lands, on lands to be dedicated for public use, or on lands off site, owned by the applicant to be reserved as open space associated with the Resort.
3. Designation of Open Space.

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- a. A complete textual description of all open space property and open space easements as defined by the Resort Master Plan shall be provided.
 - b. A current plat of all property designated as open space within the Resort identified as such in the Resort Master Plan and as proposed in the Preliminary Development Approval application shall be provided. If there are any differences between the updated plat and those previously approved they shall be discussed and justified.
 - c. The location and description of all off site recreational and open space areas and facilities associated with the Resort shall be provided.
 - d. A description of the disposition of title for all open space property and open space easements associated with the Resort shall be provided.
 - e. All land designated as open space shall be left in its natural state or landscaped so as to preserve natural features to the maximum extent possible while complementing the theme and amenities of the Resort.
 - f. All land designated as open space, except as allowed under a specific development agreement, shall be free from development in perpetuity.
4. In the event the Resort, or any portion thereof, will subdivide property for individual ownership, a Subdivision Plat or, in the case of condominiums, a Record of Survey Map shall be prepared for recordation.
- a. For subdivided property the Final Plat presented for approval shall be consistent with that approved as part of the Preliminary Development Application in terms of:
 - i. Unit size and location;
 - ii. Traffic pattern and parking;
 - iii. Property ownership; private areas and common areas.
 - b. For a development with individually owned condominiums, the Condominium Record of Survey Maps shall be submitted, and they too shall address the same three items set forth in sub-section 4.a. above, plus demonstrate compliance with all the requirements of the State Condominium Ownership Act.
 - c. All individually owned property within a Resort shall be part of a homeowner's association (HOA). All legal documents and supporting material, such as the Declaration of Covenants, Conditions and Restrictions shall be prepared, submitted and approved by the City, and recorded at the Wasatch County Recorder's Office along with the Final Plat and/or Record of Survey Map prior to application for building permits.
 - d. The following standards shall apply to HOA Declaration of Covenants, Conditions, and Restrictions associated with Resort properties:
 - i. The Declaration shall provide for the creation and perpetual provision of an architectural committee, the number of members and composition of which shall be clearly stipulated. The Declaration shall also establish design guidelines governing the appearance of the site buildings, signs, lighting, landscaping, street furniture, fencing, and mechanical equipment;
 - ii. The Declaration shall stipulate the method and procedure by which the Declaration may be amended;

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- iii. The Declaration shall specify the final conditions of approval of the Planning Commission and City Council. Deleted:iii. The Declaration shall specify the ...
- iv. The Declaration may also contain use restrictions which are more than the City's zoning provisions, but in no case shall they be more permissive; Deleted:v. The Declaration may also contain ...
- v. The Declaration shall set up the provisions for maintenance of all common area, including open space, private streets and utilities; Deleted: The Declaration shall set up the ...
- vi. The Declaration shall state the following: Midway City shall have the right, but not the duty, to require, and if necessary, perform at the Association's expense, landscaping, maintenance, and snow removal within the common area and open space if the Association fails adequately to perform such duty. In the event Midway City exercises this right, the City shall be entitled to recover any associated costs and attorney fees from the Association. This Section shall not be amended or deleted without the approval of Midway City; and Deleted:i. The Declaration shall state the ...
- vii. The Declaration shall state that the Homeowners Association will comply with all relevant requirements of the Transient Rental Title of the Midway City Code pertaining to individually owned units within the resort development. Deleted:ii. The Declaration shall state that th ...
- e. In addition, the agreement between the developer and the City these documents shall state, among other things:
 - i. That in the event of failure or neglect on the part of the owners, successors, or assigns to maintain the water and sewage facilities, common area, landscaping or other improvements in good condition, the City may perform the necessary work and for that purpose may enter upon the land and do the work and charge the cost thereof, including reasonable attorney fees, to the owners or their successors or assigns; Deleted:
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 - ii. That the owners, successors, or assigns will reimburse the City for all costs which the City incurs in performing the necessary work; Deleted:i. That the owners, successors, or ...
 - iii. That the terms of the Development Agreement, and the CCRs shall be binding upon the heirs, assigns, receivers, and successors of the project for the life of the project or building; Deleted:ii. That the terms of the Developme ...
 - iv. That a phasing plan showing the construction schedule for streets, infrastructure, amenities and other improvements shall be provided as each phase is presented for Final Development Approval. Phasing plans shall be structured such that each phase can stand alone in terms of all requirements set forth in this title, including, but not limited to open space, traffic safety and circulation, infrastructure requirements and so forth; Deleted:
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 - v. A maintenance schedule shall be prepared and agreed to for all undeveloped land within the approved Resort Master Plan area; and Deleted: A maintenance schedule shall be ...
 - vi. Any other agreements between the developer and the City and any of approval that the Planning Commission and/or City Council deems to be reasonably necessary to carry out the intent of this title and the relevant sections of the City Code. Deleted:i. Any other agreements between th ...

- f. The developer shall also provide a summary report of any Citizen Participation activities during the prior application reviews, resolutions of concerns raised or efforts to yet resolve any citizen concerns.
- g. In addition to all other requirements, the proposed Final Plat shall show an address block containing addresses for each dwelling unit and for each main building within the plat, subject to approval by the Wasatch County Recorder's office.
- h. The City planner and/or the City attorney may also ask the developer to additional issues raised by the project.

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C. The City's obligation. The parties shall acknowledge and agree that developer's agreement to perform and abide by the covenants and obligations of developer set forth in the Development Agreement is a material consideration for the City's agreement to perform and abide by the covenants and obligations of the City set forth therein:

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- 1. The City shall not impose any further conditions to current approvals other than those detailed in the Development Agreement and on the project plat, unless agreed to in writing by the parties.
- 2. The City agrees to accept all project improvements constructed by developer, or developer's contractors, subcontractors, agents or employees, provided that:
 - a. The Midway City planning and engineering departments review and approve the plans for any project improvements prior to construction;
 - b. Developer permits Midway City planning and engineering representatives to inspect upon request any and all of said project improvements during the course of construction;
 - c. The project improvements have been inspected by a licensed engineer who certifies that the Project improvements have been constructed in accordance with the plans and specifications;
 - d. Developer has warranted the project improvements as required by the Midway City Planning and Engineering Departments; and
 - e. The project improvements pass a final inspection by the Midway City planning and engineering departments.
- 3. The City agrees that as of the effective date of the Final Development Agreement, the developer shall have the vested right to develop the property only in accordance with that agreement and applicable law.

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D. Duration of Approvals and Development Agreements.

- 1. Master Plan. The duration of the Resort Master Plan Approval and the Resort Master Plan Development Agreement shall be determined by the City and the applicant as part of the Master Plan Development Agreement. (Don't we contradict this in the sunset provisions?) Check
 - a. All matters relating to amendment, default, termination, review or renewal of the Resort Master Plan or the Resort Preliminary and Final Approvals shall be governed by statements, terms and conditions set forth in the Master Plan Development Agreement.

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B. Completion of Infrastructure Construction and Issuance of Permits. No building permit application shall be submitted or approved until the infrastructure construction of the development is substantially complete; provided, however, that the developer in whose name the bond for the project is issued may submit a building permit application once the fire flow mechanisms are installed, operating and approved by the City engineer. (Is this correct? All they need is the water system in to get a building permit?) Once installed, operating and approved, fire flows must remain operating continuously thereafter. No certificate of occupancy will be issued until infrastructure construction on the phase, or phases, under development, is granted Final Approval.

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C. Landscaping Bond. Before recording any Subdivision Plat or Condominium Record of Survey of Map, a bond equal to 110 percent of the cost for construction and completion of the landscape plan shall be posted. The Landscaping Bond can be posted as a designated part of the Construction Bond.

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D. Construction Bond. Prior to plat recordation the developer shall submit a bond to the City in the amount of 110 percent of the cost of all improvements and inspections, as determined by the City Engineer.

E. Default. In the event the developer defaults, fails or neglects to satisfactorily install the required improvements within one year from plat recordation, the City Council may declare the bond forfeited and the City may install or cause the required improvements to be installed using the proceeds from the collection of the bond or other assurances to defray the expense thereof.

F. Final Disposition and Release. The developer shall be responsible for the quality of all materials and workmanship related to the construction of all infrastructure, landscaping and other improvements related to the project. At the completion of the work, or not less than ten days prior to the release date of the bond or other assurance, the City representatives shall make a preliminary inspection of the improvements and shall submit a letter to the City Council setting forth the conditions of such facilities. If conditions thereof are found to be satisfactory, the City Council shall release the bond or other assurance. If the condition of materials or workmanship shows unusual depreciation or does not comply with the acceptable standards of durability, the City Council may declare the developer in default. (Need more detail on what happens then)

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G. Record Drawing Submittal and Contents. Prior to final bond release, an electronic copy of the final drawings in the latest version of AutoCAD or DXF or other acceptable format shall be submitted to the City engineer. This drawing file needs to include adequate information regarding position and basis of bearing tied to established control as approved by the City engineer.

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As-built information shall be overlaid on the final record drawings. The as-built drawings must be based upon actual field survey of the items on the following list:

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1. Established survey monuments, benchmark, and permanent horizontal and vertical control.
2. Water: valves, fire hydrants, blow-offs, flush valves, and water meters.
3. Sewer: laterals and manholes with rim and elevations.
4. Storm drain: catch basins, curb inlets, and manholes with rim and elevations, size and type of pipe, storm outlets and detention / retention systems.
5. Miscellaneous: light pole locations, street sign locations, and utility box/transformer locations.
6. Pressurized irrigation: valves, blow-offs, flush valves, drains and water lateral locations.

H. Total Compliance with all Regulations. In case of failure or neglect to comply with any and all conditions as agreed to in the Development Agreement, or otherwise established during the approval process or regulations as identified in this Title, the City may refuse additional building permits and stop construction of all work at the site until such violations or non-compliant conditions have been corrected or eliminated.

I. Warranty Bond. The City Council shall authorize the release of all but ten (10) percent of the Construction and Landscaping Bond amount upon verification by the City engineer that all work is complete and acceptable. The remaining ten (10) percent of the Construction Bond amount shall be retained by the City for a period of two (2) years in order to insure quality of improvements as a Warranty Bond. If improvements are found to be unacceptable to the City at any time during the two-year period, the City may use the bonding funds to replace or repair any improvements not installed acceptably. (I think the code says 5% is the maximum retention. I'll check)

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(2016-09, Section Amended A&B, eff. 05/11/2016)