



# HARRISVILLE CITY

363 W. Independence Blvd · Harrisville, Utah 84404 · 801-782-4100  
[www.cityofharrisville.com](http://www.cityofharrisville.com)

MAYOR:  
Michelle Tait

COUNCIL MEMBERS:  
Grover Wilhelmsen  
Steve Weiss  
Blair Christensen  
Max Jackson  
Karen Fawcett

## CITY COUNCIL AGENDA

November 18<sup>th</sup>, 2025

[Zoom Meeting Link](#)

Meeting ID: 876 5992 9509

Passcode: 357932

### 6:00 PM Work Session

1. **Discussion** – Ben Lomond PID discussion.

### 7:00 PM City Council Meeting

Presiding: Mayor Michelle Tait

Mayor Pro Tem: Steve Weiss

1. **Call to Order** [Mayor Tait]
2. **Opening**
  - a. Pledge of Allegiance [Council Member Fawcett]
3. **Consent Items**
  - a. Approval of meeting minutes for October 14th, 2025
  - b. Advice and Consent of Mayor's appointment of Public Work, Parks, and Recreation Director.
4. **Oath of Office**
5. **Business Items**
  - a. YCC Presentation. []
  - b. Discussion/possible action to adopt Resolution 25-16; to approve a contract with R&O Construction for general contracting services related to the Police/City Hall Building. [Jennie Knight]
  - c. Discussion/possible action adopt Ordinance 562: Housing Affordability. [Sarah Wichern]
6. **Public Comment** – (3 Minute Maximum)
7. **Mayor/Council Follow-up**
8. **Adjournment**

The foregoing City Council agenda was posted and can be viewed at City Hall, on the City's website [harrisvillecity.gov](http://harrisvillecity.gov), and at the Utah Public Notice Website at <http://pmn.utah.gov>. Notice of this meeting has also been duly provided as required by law.

In accordance with the Americans with Disabilities Act, the City of Harrisville will make reasonable accommodations for participation in the meeting. Requests for assistance may be made by contacting the City Recorder at (801) 782-4100, at least three working days before the meeting.

Posted: By: Jack Fogal, City Recorder.

**MINUTES  
HARRISVILLE CITY COUNCIL  
October 14, 2025  
363 West Independence Blvd  
Harrisville, UT 84404**

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**Minutes of a regular Harrisville City Council meeting held on October 14th, 2025 at 7:00 P.M. in the Harrisville City Council Chambers, 363 West Independence Blvd., Harrisville, UT.**

**Present:** Mayor Michelle Tait, Council Member Karen Fawcett, Council Member Blair Christensen, Council Member Max Jackson Council Member Grover Wilhelmsen, Council Member Steve Weiss.

**Excused:**

**Staff:** Jennie Knight, City Administrator, Jack Fogal, City Recorder, Mark Wilson, Chief of Police, Bryan Fife, Parks and Recreation Director,

**Visitors:** Arnold Tait, Jason Hadley, Steven Hempel, Greg Montgomery.

**1. Call to Order.**

Mayor Tait called the meeting to order and welcomed all in attendance.

**2. Opening Ceremony.**

Council Member Jackson opened with the Pledge of Allegiance.

**3. Consent Items**

**a. Approval of Meeting Minutes for September 9, 2025 Council Meeting as presented.**

**Motion:** Council Member Wilhelmsen made a motion to approve the meeting minutes for September 9, 2025, second by Council Member Christensen.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes  
Council Member Weiss, Yes  
Council Member Christensen, Yes  
Council Member Jackson, Yes  
Council Member Fawcett, Yes

The motion passed unanimously.

**4. Business Items.**

**a. Discussion/possible action to surplus equipment.**

Chief Wilson asked to surplus some of the departments old firearms. The last few years they have been making all weapons uniform. They are asking to surplus these old firearms and use the proceeds to continue the update. He included a low and high price in the memo. The sale price should fall within the estimate, it depends on the condition of the firearm. Council Member

Jackson asked about firearms that have select fire and if they are included. Chief Wilson stated they are not surplus those firearms. Council Member Wilhelmsen inquired how we would sell them. Chief Wilson stated he will look into whether selling them at a FFL or online resources would generate more money for the city. Council Member Wilhelmsen asked if we could have a follow up when this transaction is completed. Mayor Tait inquired how quickly they would sell. Chief Wilson stated it depends some of the older shotguns may take a while. Council Member Jackson stated they used to be able to trade them into Smith and Edwards but new laws do not allow that anymore. Chief Wilson reported he has been working with Brody Flint, the city attorney, to determine the best course of action.

Jennie Knight stated we thought we had previously surplused the generator from the old Public Works building. We could not find the approval in past meeting minutes. We are asking to surplus the generator. We have an approximate sale price. The private party value would be between \$7,000-\$10,000. Council Member Jackson inquired about the brand. Jennie Knight stated it is a Generac. Council Member Wilhelmsen asked about the funds from the generator sale. Jennie Knight stated it would go into the General Fund.

**Motion:** Council Member Jackson made a motion to surplus firearms to an FFL according to policy using the method that will maximize the value we receive and the funds be put into the equipment budget for police and that the Generac generator be surplused, second by Council Member Wilhelmsen.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes  
Council Member Weiss, Yes  
Council Member Christensen, Yes  
Council Member Jackson, Yes  
Council Member Fawcett, Yes

The motion passed unanimously.

**b. Discussion/possible action to adopt Ordinance 567; Departmental Organization Amendments.**

Jennie Knight stated this item was brought up due to our search for a Public Works Director. There are several other small cities that have a combined Public Works and Parks Department. There is a potential cost savings if the departments are combined. There are some benefits to combining departments. We would have a larger pool of man power to utilize for large scale projects. This ordinance combines Parks and Public Works in our code. Council Member Jackson clarified this was separated by ordinance so we need to pass an ordinance to combine them again. Jennie Knight stated he was correct, it was separated in 2014. Council Member Wilhelmsen inquired how this would affect our current personnel. Jennie Knight stated we are unsure how this would affect everyone yet. Council Member Fawcett asked if we have a salary range. Jennie Knight stated we do not have a range currently. We are working on it; we did not want to proceed to far without getting direction from Council. Council Member Wilhelmsen stated he wants to make sure we are protecting our staff; they work hard for the city. Council Member Fawcett inquired who would be hiring and doing interviews. Jennie Knight stated we would put together a board from individuals outside of the city. They would conduct the interview and make a recommendation to the Mayor.

**Motion:** Council Member Weiss made a motion to adopt Ordinance 567; Departmental Organization Amendments, second by Council Member Fawcett.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes  
Council Member Weiss, Yes  
Council Member Christensen, Yes  
Council Member Jackson, Yes  
Council Member Fawcett, Yes

The motion passed unanimously

## **5. Public Comment**

Mayor Tait opened the public comment period.

No public comment was offered.

Mayor Tait closed the public comment period.

## **6. Mayor/Council Follow-up**

Chief Wilson stated we have submitted for accreditation. We are waiting for them to assign an auditor to us. There are only 28 accredited departments in the state. Ogden is the only other agency in the county with accreditation. Council Member Wilhelmsen inquired what is the benefit for accreditation. Chief Wilson stated they review policy and make sure we are meeting state and federal law. This helps to keep us out of trouble and can help us qualify for grants. Council Member Jackson inquired if there is a fee waiver through the Trust. Chief Wilson stated they will reimburse us the cost to apply. The department has been working on accreditation for years.

Bryan Fife reminded everyone about the Fall Festival on the 21<sup>st</sup>. He asked all who have a booth to be setup by 5 PM.

Jennie Knight stated the November Council meeting is scheduled for the 11<sup>th</sup>. This is Veterans Day. We will reschedule the meeting for the 18<sup>th</sup> instead. We received our compliance letter from the state for our Moderate-Income Housing Report. We extended our bid deadline for the city hall/police department by a week. Council Member Fawcett inquired if we had preliminary numbers yet. Jennie Knight stated no we do not. We did an RFQ and got a short list of contractors. The Utah State Tax Commission denied our tax increase due to a technicality. 25 entities had their tax increase denied due to the technicality.

Council Member Fawcett inquired who is responsible for the retention basin at Ashlar Cove. The weeds and stagnant water are bad. Jennie Knight stated the Public Works team is.

Mayor Tait stated she had a resident concerned about water running down Independence and Georgia during storms.

## **7. Adjournment**

**Motion:** Council Member Jackson motioned to adjourn the meeting, second by Council Member Weiss.

The vote on the motion was as follows:

Council Member Wilhelmsen, Yes  
Council Member Weiss, Yes  
Council Member Christensen, Yes  
Council Member Jackson, Yes  
Council Member Fawcett, Yes

The motion passed unanimously.

The meeting adjourned at 7:23 P.M.

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**MICHELLE TAIT**  
Mayor

**ATTEST:**

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**Jack Fogal**  
City Recorder  
Approved this 18th day of November, 2025

**HARRISVILLE CITY  
RESOLUTION 25-16**

**A RESOLUTION OF HARRISVILLE CITY, UTAH, TO APPROVE A  
CONTRACT WITH R&O CONTRUCTION, FOR GENERAL  
CONTRACTING SERVICES RELATED TO THE POLICE/CITY HALL  
MUNICIPAL COMPLEX LOCATED AT APPROXIMATELY 1750  
NORTH 750 WEST; AND PROVIDE AN EFFECTIVE DATE.**

**WHEREAS**, Harrisville City (hereafter referred to as the “City”) is a municipal corporation duly existing under the laws of the state of Utah;

**WHEREAS**, R&O Construction, is a General Contractor and has the capability to provide general contracting services for the Police/City Hall Municipal Complex;

**WHEREAS**, the City desires to contract for such services as part of the 750 West Municipal Complex;

**WHEREAS**, the City has solicited and reviewed the proposal for services;

**WHEREAS**, the parties desire to enter this Agreement for the services provided herein;

**NOW, THEREFORE**, be it resolved by the City Council of Harrisville City as follows:

**Section 1. Agreement.**

The Agreement for construction services attached hereto as Exhibit “A”, and incorporated herein by this reference, is approved with the parties provided therein, and the Mayor is authorized to execute the same on behalf of the City.

**Section 2. Effective Date.**

This Resolution shall be effective immediately upon passage and adoption.

**PASSED AND ADOPTED by the Harrisville City Council this 18th day of November, 2025.**

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MICHELLE TAIT, Mayor

ATTEST:

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Jack Fogal, City Recorder

Roll Call Vote Tally    Yes    No

Grover Wilhelmsen	_____	_____
Steve Weiss	_____	_____
Blair Christensen	_____	_____
Max Jackson	_____	_____
Karen Fawcett	_____	_____

# **AIA® Document A105® – 2017**

## ***Standard Short Form of Agreement Between Owner and Contractor***

**AGREEMENT** made as of the [ ] day of November in the year 2025

*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

Harrisville City  
363 West Independence Blvd.  
Harrisville, UT 84404  
[ ]

and the Contractor:

*(Name, legal status, address and other information)*

R & O Construction Company, a Utah Corporation  
933 Wall Ave.  
Ogden, UT 84404  
801-627-1403

for the following Project:

*(Name, location and detailed description)*

Harrisville City Hall & Police Facility  
686 West 1750 North  
Harrisville City, UT 84404

The Architect:

*(Name, legal status, address and other information)*

Blalock & Partners  
159 Pierpoint Ave.  
Salt Lake City, UT 84101

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract documents for the Project. The Contract Documents consist of

- 1. This Agreement signed by the Owner and Contractor:
- 2. The drawings and specifications prepared by the Architect, dated\_\_\_\_\_, and enumerated as follows:

Number	Title	Date
See Exhibit A		
Specifications:		
Section	Title	Pages
Project Manual		1010

- 3. addenda prepared by the Architect as follows:



Number	Date	Pages
Addendum A	October 1, 2025	
Addendum B	October 3, 2025	
Addendum C	October 8, 2025	
Addendum D	October 10, 2025	
Addendum E	October 16, 2025	
Addendum F	October 17, 2025	

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

Exhibit B - Contractor's clarifications letter dated 10/14/2025

## ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

### § 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.  
(Insert the date of commencement if other than the date of this Agreement.)

### § 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:  
(Check the appropriate box and complete the necessary information.)

- ☐ Not later than ( ) calendar days from the date of commencement.
- ☒ By the following date: February 5, 2027

## ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Nine million five hundred thirty-five thousand seven hundred ninety-eight dollars and 00/100 (\$ 9,535,798.00 )

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:  
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
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§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:  
(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:

(Identify each allowance.)

Item	Price

§ 3.5 Unit prices, if any, are as follows:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor’s Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:  
(Insert below timing for payments and provisions for withholding retainage, if any.)

The Owner shall process payments within 30 days of receipt of a Certificate for Payment from the Contractor and shall withhold 5% of the payment for retainage. The 5% retainage shall be released and paid to the Contractor with the Final Payment in accordance with Article 12

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.  
(Insert rate of interest agreed upon, if any.)

10 % ten percent

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than two million dollars (\$ 2,000,000 ) each occurrence, four million dollars (\$ 4,000,000 ) general aggregate, and four million dollars (\$ 4,000,000 ) aggregate for products-completed operationshazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than two million dollars (\$ 2,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers’ Compensation at statutory limits.

§ 5.1.5 Employers’ Liability with policy limits not less than two million dollars (\$ 2,000,000 ) each accident, two million dollars (\$ 2,000,000 ) each employee, and two million dollars (\$ 2,000,000 ) policy limit.

§ 5.1.6 The Owner shall provide builder’s risk insurance to cover the total value of the entire Project on a replacement cost basis. This property insurance shall: (1) name the Owner, the Contractor, and its subcontractors, sub-subcontractors, and suppliers as insureds; (2) be written in such form as to cover all risks of physical loss except those specifically excluded by the

policy; (3) remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner; (4) insure at least against and not exclude: (a) the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of the Contractor) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, water damage, wind damage, testing if applicable, collapse however caused; (b) damage resulting from defective design, workmanship, or material; (c) coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant, or structures; (d) equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment; and (e) testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use. If the insurance required by this Section 5.1.6 is subject to deductibles or self-insured retentions, the Owner shall be responsible for such deductibles or retentions.

**§ 5.1.6.1** If the Owner fails to procure or maintain the property insurance required by the Contract, the Owner shall notify the Contractor in writing prior to commencement of the Work. Upon such notice, the Contractor may suspend the Work and obtain insurance protecting the interests of the Contractor, Subcontractors, and Sub-subcontractors, with the cost charged to the Owner by Change Order. The Contract Time and Contract Sum shall be equitably adjusted, and the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors for losses that would have been covered by the insurance required to be carried by the Owner.

**§ 5.1.6.2** If the Owner becomes aware of any impending or actual cancellation or expiration of required property insurance, the Owner shall notify the Contractor within three (3) business days. Unless the lapse results from the Contractor’s act or omission, the Contractor may stop the Work until coverage is restored or replaced by either party, with the cost of replacement insurance charged to the Owner by Change Order. The Contract Time and Contract Sum shall be equitably adjusted, and the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors for any loss that would have been covered by the lapsed insurance.

**§ 5.1.7 Other Insurance Provided by the Contractor**

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage	Limits
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**§ 5.2** The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance and shall provide property insurance to cover the value of the Owner’s property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner’s property insurance.

**§ 5.3** The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor’s obligations under Section 8.12.

**§ 5.4** Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

**§ 5.5** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect’s consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project or to the completed Project or structure, except such rights as they have to the proceeds of such insurance.

**ARTICLE 6 GENERAL PROVISIONS**

**§ 6.1 The Contract**

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

## § 6.2 The Work

The term “Work” means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor’s obligations.

## § 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

## § 6.4 Ownership and Use of Architect’s Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect’s service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

## § 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email.

*(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)*

Owner Contact:	Jennie Knight, City Administrator	<a href="mailto:jknight@harrisvillecity.gov">jknight@harrisvillecity.gov</a>
Engineer Contact:	Matt Robertson, Jones & Associates	<a href="mailto:matrr@jonescivil.com">matrr@jonescivil.com</a>
Architect Contact:	Kevin Blalock, Principal Jonathan Greer, Project Manager	<a href="mailto:kevinb@blalockandpartners.com">kevinb@blalockandpartners.com</a> <a href="mailto:jgreer@blalockandpartners.com">jgreer@blalockandpartners.com</a>
Contractor Contact:	Cameron Tebbs, Project Manager	<a href="mailto:cameront@randoco.com">cameront@randoco.com</a>

## ARTICLE 7 OWNER

### § 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 The Owner shall obtain and pay for permits, fees, other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

### § 7.2 Owner’s Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

### § 7.3 Owner’s Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Owner may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction.

### § 7.4 Owner’s Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces,

and to award separate contracts in connection with other portions of the Project.

**§ 7.4.2** The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

## **ARTICLE 8 CONTRACTOR**

### **§ 8.1 Review of Contract Documents and Field Conditions by Contractor**

**§ 8.1.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**§ 8.1.2** The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

### **§ 8.2 Contractor's Construction Schedule**

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

### **§ 8.3 Supervision and Construction Procedures**

**§ 8.3.1** The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

**§ 8.3.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

### **§ 8.4 Labor and Materials**

**§ 8.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

**§ 8.4.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

### **§ 8.5 Warranty**

The Contractor warrants to the Owner that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

### **§ 8.6 Taxes**

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

**§ 8.6.1** The Contract Sum does not include any amounts for changes in the law, including but not limited to new, increased, enlarged, or altered taxes, tariffs, import duties, or other similar charges that are enacted or modified after the date of the Agreement. In the event that any such changes result in additional costs to the Contractor, either directly or indirectly, the Contractor shall be entitled to a fair and equitable adjustment to both the Contract Sum and the Contract Time.

## **§ 8.7 Permits, Fees and Notices**

**§ 8.7.1** The Owner shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

**§ 8.7.2** The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

## **§ 8.8 Submittals**

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

## **§ 8.9 Use of Site**

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

## **§ 8.10 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

## **§ 8.11 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

## **§ 8.12 Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

## **ARTICLE 9 ARCHITECT**

**§ 9.1** The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 9.2** The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

**§ 9.3** The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

**§ 9.4** Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

**§ 9.5** The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

## ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

## ARTICLE 11 TIME

### § 11.1 Contract Time; Time of the Essence

Time limits stated in the Contract Documents are of the essence of the Contract. The Contractor shall commence the Work within **five (5) days** of the Notice to Proceed and shall achieve **Substantial Completion no later than [INSERT DATE]**, with **Final Completion no later than [INSERT DATE]** ("Contract Time"). The Contractor shall perform the Work in accordance with the **Milestone Schedule** attached as **Exhibit A**, which may be updated only as provided herein.

### § 11.2 Delays Beyond Contractor's Control; Notice Requirement

If the Contractor is delayed in the progress of the Work by (1) changes ordered in the Work, (2) labor disputes, (3) fire, (4) unusual delay in deliveries, (5) unavoidable casualties, (6) extreme weather conditions not reasonable anticipated in Utah for the time of year, or (7) other causes beyond the Contractor's control and not due to the fault or negligence of the Contractor or its subcontractors, then the Contract Time shall be subject to equitable adjustment.

The Contractor shall provide written notice of any claimed delay within **five (5) days** of the commencement of the delaying event, including documentation demonstrating the effect on the Milestone Schedule. Failure to provide timely notice shall constitute a waiver of the request for an extension.

### § 11.3 Costs of Delays

Costs caused by delays, improperly timed activities, or defective construction shall be borne by the responsible party. Where the Contractor is responsible for the delay, including failure to maintain adequate labor, equipment, materials, or supervision, the Contractor shall bear all costs associated with such delay. The Owner may assess liquidated damages and recover additional costs as provided in § 11.4 and § 11.5.

### § 11.4 Liquidated Damages for Delay (Utah-Compliant)

(a) If the Contractor fails to achieve **Substantial Completion** by the date stated in § 11.1, as adjusted pursuant to § 11.2,

the Contractor shall pay the Owner **liquidated damages in the amount of \$[\_\_\_\_\_] per calendar day** until Substantial Completion is achieved.

(b) If the Contractor fails to achieve **Final Completion** by the required date, the Contractor shall pay the Owner **liquidated damages in the amount of \$[\_\_\_\_\_] per calendar day** until Final Completion is achieved.

(c) The parties acknowledge and agree that, consistent with Utah law, the actual damages the Owner would suffer from delay are difficult to ascertain at the time of contracting, and the amounts specified herein are a reasonable estimate of such damages and not a penalty.

#### **EXHIBIT A — MILESTONE SCHEDULE (Sample)**

The following Milestone Schedule establishes critical deadlines for the Work. The Contractor shall perform the Work so as to meet or exceed each of the milestones below. Failure to meet a milestone due to the Contractor's fault shall constitute a Contractor-caused delay under Article 11.

<b>Milestone</b>	<b>Description of Work</b>	<b>Completion Deadline</b>
<b>M1 – Site Mobilization</b>	Mobilize equipment, fencing, temporary utilities installed	[Insert Date]
<b>M2 – Sitework &amp; Excavation Complete</b>	Rough grading, excavation, soil prep completed	[Insert Date]
<b>M3 – Foundation Complete</b>	Footings, foundation walls, backfill	[Insert Date]
<b>M4 – Framing Complete</b>	Structural framing, sheathing, roof framing	[Insert Date]
<b>M5 – Building Envelope Weather-Tight</b>	Roofing, windows, exterior doors installed	[Insert Date]
<b>M6 – Rough MEP Complete</b>	Rough-in of mechanical, electrical, plumbing	[Insert Date]
<b>M7 – Insulation &amp; Drywall Complete</b>	Insulation installed, drywall hung and finished	[Insert Date]
<b>M8 – Interior Finishes Complete</b>	Trim, flooring, cabinets, painting	[Insert Date]
<b>M9 – Exterior Finishes Complete</b>	Siding, masonry, exterior trim	[Insert Date]
<b>M10 – Substantial Completion</b>	All work except minor punch list items	[Insert Date]
<b>M11 – Final Completion</b>	All punch list items complete; project ready for final acceptance	[Insert Date]

#### **Contractor Obligations Regarding Milestones:**

1. Contractor shall update progress toward each milestone in weekly written reports.
2. Failure to achieve any milestone within **five (5) days** of its deadline, without an approved extension, constitutes a delay subject to the penalties in Article 11.
3. Approved adjustments to the Milestone Schedule shall be documented in a written Change Order.

#### **§ 11.5 Recovery of Owner's Additional Costs**

In addition to liquidated damages, the Contractor shall be responsible for all direct additional costs reasonably incurred by the Owner as a result of Contractor-caused delays, including extended architectural, engineering, financing, inspection, and project management costs, to the extent such costs are not duplicative of the liquidated damages provided for in § 11.4.

### **ARTICLE 12 PAYMENTS AND COMPLETION**

#### **§ 12.1 Contract Sum**

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.



## **§ 12.2 Applications for Payment**

**§ 12.2.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

**§ 12.2.2** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

## **§ 12.3 Certificates for Payment**

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

## **§ 12.4 Progress Payments**

**§ 12.4.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

**§ 12.4.2** The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

**§ 12.4.3** Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

**§ 12.4.4** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

## **§ 12.5 Substantial Completion**

**§ 12.5.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

**§ 12.5.2** When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

## **§ 12.6 Final Completion and Final Payment**

**§ 12.6.1** Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

## **ARTICLE 14 CORRECTION OF WORK**

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

## **ARTICLE 15 MISCELLANEOUS PROVISIONS**

### **§ 15.1 Assignment of Contract**

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

### **§ 15.2 Tests and Inspections**

§ 15.2.1 At the appropriate times, the Owner shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Owner shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

### **§ 15.3 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

## **ARTICLE 16 TERMINATION OF THE CONTRACT**

### **§ 16.1 Termination by the Contractor**

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

### **§ 16.2 Termination by the Owner for Cause**

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

**§ 16.2.2** When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and finish the Work by whatever reasonable method the Owner may deem expedient.

**§ 16.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 16.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

### **§ 16.3 Termination by the Owner for Convenience**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## **ARTICLE 17 OTHER TERMS AND CONDITIONS**

*(Insert any other terms or conditions below.)*

### **§ 17.1 Waiver of Claims for Consequential Damages**

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 17.1 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents

This Agreement entered into as of the day and year first written above.

*(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)*

\_\_\_\_\_  
**OWNER (Signature)**

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR (Signature)**

\_\_\_\_\_  
*(Printed name and title)*

LICENSE NO.:

JURISDICTION:

DRAFT



# HARRISVILLE CITY

363 W. Independence Blvd Harrisville, Utah 84404 801.782.4100  
www.cityofharrisville.com

CITY COUNCIL

Grover Wilhelmsen  
Steve Weiss  
Blair Christensen  
Max Jackson  
Karen Taylor-Fawcett

## Staff Report

Housing Affordability Overlay Zone Ordinance  
November 18<sup>th</sup>, 2025

## MEMORANDUM

**To:** Harrisville City Council  
**From:** Sarah Wichern, City Planner  
**Agenda Date:** November 18, 2025  
**Subject:** Consideration of the Housing Affordability Overlay Zone Ordinance

## BACKGROUND

Housing affordability has become a pressing issue in Utah. To address this challenge, the state legislature passed House Bill 37, which encourages municipalities to adopt increased housing density options. Harrisville City has likewise felt the impact of rising housing costs. The proposed Housing Affordability Overlay Zone (HAOZ) Ordinance aligns with the incentives of House Bill 37 while tailoring solutions to Harrisville's specific needs. Staff have worked with Harrisville's elected officials, planning commission and various stakeholders in the housing community to draft the HAOZ ordinance. This ordinance responds to the growing need for attainable housing within the City by establishing an overlay zoning tool that encourages development of single-family homes priced within reach of Harrisville residents, particularly first-time buyers and essential workers.

The HAOZ is intended to expand homeownership opportunities, foster long-term community stability, and implement the City's objectives regarding housing variety, affordability, and neighborhood vitality.

## OVERVIEW

The proposed **Chapter 11.16 – Housing Affordability Overlay Zone (HAOZ)** includes the following sections:

1. **Definitions (11.16.010):** Establishes key terms such as "Affordable Housing," "Critical and Essential Workers," "Owner Occupied," and "Hardship."
2. **Purpose (11.16.020):** Describes the goals of the HAOZ, including creating affordable homeownership opportunities, supporting critical and essential workers, and promoting multigenerational neighborhoods.
3. **Description (11.16.030):** Defines "Housing Affordability Developments" as subdivisions designed to balance affordability with quality design.

4. **Allowed Uses (11.16.040):** Permits a range of single-family detached residential types consistent with the overlay's purpose.
5. **Requirements for HAOZ Projects (11.16.050):**
  - **Qualifying Districts:** Limited to General Plan-supported areas with City Council approval.
  - **Minimum Acreage:** Projects must be at least 5 acres.
  - **Density and Design Standards:** Includes flexible lot sizes, setbacks, and frontage requirements to reduce costs while maintaining neighborhood quality.
  - **Park Connectivity:** Requires sidewalk/trail connections to existing City parks.
  - **Critical and Essential Housing:** Imposes deed restrictions (20 years) ensuring owner occupancy, hardship allowances, and priority sales to Harrisville residents, first-time homebuyers, and critical workers.
6. **Approval Process (11.16.060):** Establishes a multi-step process including concept plan submission, development agreement negotiation, zone change adoption, and subsequent plat reviews.
7. **Amendments to Development Plan (11.16.070):** Provides a process for future modifications, with allowances for minor revisions.

## ANALYSIS

### The proposed HAOZ ordinance:

1. Creates a **clear framework** for increasing affordable homeownership opportunities.
2. Prioritizes housing for **first time home buyers and critical and essential workers** while still serving the broader Harrisville community.
3. Provides **flexibility in development standards** that encourage cost savings without compromising design or neighborhood character.

### Proposed draft revisions accepted by the Planning Commission:

1. **Owner Occupied [11.16.010 (e)]:** The draft definition of "Owner Occupied" allows for the use of trusts to establish ownership. The planning commission accepted staff's recommendation to change to the state definition in order to eliminate the loopholes trusts create. The state definition reads as follows: "Owner-occupier" means an individual who owns, solely or jointly, a housing unit in which the individual lives as the individual's primary residence.
2. **Lot Width and Lot Frontage [11.16.050 C.3. (c)]:** This section outlines the rare exception when a house is on the outside curve of a street right-of-way. The planning commission accepted staff's recommendation to eliminate this section to allow for simplicity and clarity in the ordinance. This section is already covered under the "compelling reason" exception.
3. **Concept Plans [11.16.060 B.1. (b) & (c)]:** The draft requires developers to submit cost estimates and "expected margins" as part of their concept plans. While well-intended, the planning commission agreed that this approach may create challenges. Tying design standards to a developer's self-reported costs could allow applicants to contest requirements based on their individual land and material expenses, rather than community planning objectives. In addition, requiring disclosure of projected margins may reduce the incentive to present accurate or competitive pricing.

The planning commission agreed with Staff's recommendation to eliminate the developer cost estimates and margins from the affordable concept plan to ensure that affordability is guided by market conditions and suggested design standards, rather than by individual developer cost assumptions. They agreed that this change maintains the City's authority to establish reasonable affordability expectations and community standards while still giving developers flexibility in their design approach.

**Additional revision recommended by the Planning Commission:**

The planning commission expressed concern for the word “shall” in Section 11.60.060 F. They felt it might compel the city council to approve a plan if it met technical requirements but not the full needs of the city. They recommended a change to the word “may.”

**RECOMMENDATION**

Staff recommends the City Council:

1. Review the draft ordinance and discuss and consider the proposed draft revisions.
2. Adopt (with possible revisions based on discussion) the Housing Affordability Overlay Zone.

## HARRISVILLE CITY DEVELOPMENT CODE CHAPTER

### HOUSING AFFORDABILITY OVERLAY ZONE (HAOZ)

Section 11.16.010. Definitions.

Section 11.16.020. Purpose.

Section 11.16.030. Description.

Section 11.16.040. Allowed Uses.

Section 11.16.050. Requirements for HAOZ Projects.

Section 11.16.060. Approval Process.

Section 11.16.070. Amendments to Development Plan.

#### Section. 11.16.010. Definitions

For purposes of this Chapter, the following definitions apply:

- a) “Affordable housing” means a dwelling:
  - i) offered for sale to an owner-occupier at a purchase price affordable to a household with a gross income of no more than 120% of area median income for the county in which the residential unit is offered for sale.
- b) “Critical and Essential Workers” means persons who are actively employed within Harrisville City and surrounding cities at jobs considered critical and essential, including employees of Harrisville City, and employees in the sectors of health care, law enforcement, first responders, education, military and veterans, other government entities.
- c) “Legitimate Offer” means a qualified offer to purchase a residential unit, with assurances of the means to complete the purchase, of at least the average sales price of other comparable units in the Development over the past twelve months.
- d) “Harrisville Resident” means a person whose permanent residence has been within the boundaries of Harrisville City for each of the past twelve months.
- e) “Owner Occupied” means an individual who owns, solely or jointly, a housing unit in which the individual lives as the individual's primary residence. ~~occupied by the owner of the residential unit or their immediate family member, including the trustee or beneficiary of a trust or their immediate family member in which the owner lives and the primary residence.~~
- f) “Hardship” means significant medical emergencies, loss of employment or significant loss of income, divorce, relocation for employment, military service, religious service, or death of a spouse or co-owner. In the event of a Hardship, owners shall be allowed an exemption to the owner-occupancy requirement.
- g) “Minor Revision” means a modification or adjustment to an approved subdivision plat, plan, or associated documents that does not substantially alter the original intent, design, layout, or conditions of approval. Such revisions typically address minor corrections, clarifications, or updates and do not significantly impact the subdivision’s infrastructure, lot configuration, public improvements, or compliance with applicable ordinances and regulations.

#### Section. 11.16.020. Purpose.

Housing Affordability Developments in Harrisville offer a new approach to affordable housing. The zone overlay creates a path to homeownership for a wider range of residents by providing attainable housing without compromising quality or aesthetics. Echoing Harrisville's rich history of multigenerational communities, these developments foster diverse, inclusive neighborhoods where families can thrive, put down roots, and build a strong foundation for their future. Through innovative design and efficient land use, they create attractive living spaces where affordability and



**a strong sense of community go hand in hand.**

The Housing Affordability Overlay Zone (HAOZ) is an overlay zone to be applied over an underlying zoning designation. It does not need to be adjacent to other HAOZ zones.

The provisions of the HAOZ in this code establish a zoning district aimed at creating homeownership opportunities for Critical and Essential Workers, as well as others, by increasing the availability of financially attainable single-family detached homes within the City.

The intent of the HAOZ is to provide accessible and affordable homeownership opportunities in Harrisville City, fostering a multigenerational community where families can thrive across generations, promoting long-term residency and stability. By encouraging homeownership, the HAOZ seeks to:

- Provide single family housing at a significantly more attainable price for the majority of current and future Harrisville residents who desire to own a home.
- Provide priority opportunities for homeownership to Critical and Essential Workers.
- Provide a variety of housing choices into all parts of Harrisville City appropriate for residents in all stages of life.
- Allow flexible development options for single-family detached housing in areas where existing zoning, lot configurations, and standard development requirements make housing unattainable.
- Provide flexibility in architectural design, placement of buildings, setbacks, parking, and other related cost saving considerations.
- Support reductions in development costs and ongoing maintenance costs to aid in significantly reducing the cost of the homes being built in the HAOZ.
- Provide for efficient use of public services and improvements.
- Promote an attractive and safe living environment.
- Provide pride and stability through homeownership that will provide city residents with a higher life satisfaction and increased control over their lives.

#### **Section 11.16.030. Description.**

**A Housing Affordability Development is a subdivision designed to offer more attainable housing by incorporating price adjusting factors generally restricted by traditional zoning ordinances. The primary goal is to ensure and provide a balanced opportunity for home ownership in Harrisville; specifically, to serve the critical and essential workers as well as the first-time homebuyers in Harrisville. These developments must be planned and designed in a coordinated, functional, and unified manner, with the home's sale price driving the design strategy. By focusing on creating more affordable housing options, the zone allows for greater flexibility in development standards while maintaining the aesthetic appeal and desirability of Harrisville.**

#### **Section 11.16.040. Allowed Uses.**

The Housing Affordability Overlay Zone allows a variety of single family detached residential types that meet the purpose outlined above as a permitted use.

#### **Section 11.16.050. Requirements for Housing Affordability Overlay Zone Projects.**

- A. Qualifying Districts. Housing Affordability Developments may be allowed at the discretion of the City Council, following a public hearing by the Planning Commission and review with recommendations from City Staff. These developments are only allowed in areas designated as permitted uses in the General Plan and shall be governed by an approved Master Development Agreement.
- B. Minimum Acreage. To be considered for the Housing Affordability Overlay the overall project

acreage must be a minimum of 5 acres.

C. **Density and Design.** **The following design standards shall be followed unless the developer can present a compelling reason to deviate from the given standards.**

1. Allowed Density: Total units allowed in any given area shall be no more than the gross area divided by 5,000 sf,
2. Minimum Lot Area for a Dwelling: 3000 sf
3. Lot Width and Lot Frontage:
  - (a) Dwelling without a Public-Street-Facing Garage Door: 40 feet
  - (b) Dwelling with a Public-Street-Facing Garage Door: 50 Feet
  - ~~(c) Dwelling where Lot Frontage is on the outside curve of a street right-of-way, required Lot Frontage can be reduced by 10 feet.~~
4. Front Yard Setback:
  - (a) Dwelling without a Public-Street-Facing Garage Door: 12 feet
  - (b) Dwelling with a Public-Street-Facing Garage Door: 25 Feet
5. Side Yard Setback:
  - (a) Single Story: 5 feet
  - (b) More Than One Story: 7 feet
  - (c) Corner Lot Without a Public-Street-Facing Garage Door: 12 feet
  - (d) Corner Lot with Public-Street-Facing Garage Door: 20 feet
  - (e) Zero side yard setbacks may be considered, provided a minimum separation of 10 feet is maintained between all buildings and appropriate access and maintenance easements are recorded with the affected properties.
6. Rear Yard Setback:
  - (a) Dwelling: 20 feet
  - (b) Garage Door Facing Ally or Share Private Lane: 5 feet

D. **Park Connectivity.** Proposed Developments must show a possible connection to an existing city park. Developers shall be required to complete connectivity within their development through sidewalk and/or trails in addition to all or part of the pathway connecting the development to an existing park facility.

E. **Critical and Essential Housing.** To ensure that all units within the Housing Affordability Overlay Zone (HAOZ) remain attainable to the target customers, the units shall be subject to recorded deed restrictions, that contain at least the following:

1. Duration of Deed Restrictions: The deed restrictions shall be in effect and applicable to the units for no less than twenty years following the issuance of the first certificate of occupancy for each home. Following the expiration of the deed restriction, they shall have no further force nor effect.
2. Owner Occupancy Requirement: Units must be owner occupied, unless the owner experiences a documented Hardship. In such case the unit may be rented for a temporary period of up to 12 months. This period may be extended for an additional 12 months upon proof that the Hardship continues.
3. Enforceability: The deed restriction shall be enforceable by the City, or another entity as identified in the deed restriction.
4. Priority for ownership: For the first 30 days after a unit is listed or advertised for sale, (including any subsequent sales after the initial sale) the owner may not accept an offer to purchase unless such offer comes from one or more of the following:
  - (a) Critical and Essential Workers,
  - (b) a Harrisville Resident who does not currently own a home, or
  - (c) a first-time homebuyer.
5. General Public Sales: If, after 30 days of listing or advertising the unit for sale (including on, but not limited to, the local MLS) an owner has not received a Legitimate Offer from a qualified buyer under section 4, the owner may offer the property to the general public and accept offers from any

buyer.

**Limitation on Initial Sales:** For the initial sale of the property, the developer shall, accept a price no more than the Target Price (as defined below) for a minimum of 75% of the units

**Section 11.16.060. Approval Process.**

Housing Affordability Developments, are to be reviewed and approved in accordance with the following process:

- A. Establishment of Target Price. Target home price for developments in the HAOZ shall be set at a price that qualifies the home as Affordable Housing (“Target Price”).
- B. Concept Plans. Applicants shall submit three concept plans simultaneously to the City Council for consideration at the time of rezoning application. Developer’s concept plans shall include:
  1. Two concept plans of single-family detached lots, showing a typical “unattainable” development with standard lot sizes and development standards, contrasted against a concept plan with adjusted development standards that meet the Target Price for attainable development.
    - (a) Base Concept: The first concept plan must show the lot count and lineal footage of infrastructure under the current zoning district of the subject property.
    - (b) Attainable Concept: The second concept plan shall show the lot count and lineal footage of infrastructure based on the design standards in section 11.16.050 C. required to enable initial unit sales at the Target Price.
    - ~~(c) A table outlining the estimated per unit costs to the Developer under each plan, including infrastructure costs and Developer’s expected margins.~~
    - ~~(d)(c)~~ Developer’s concept plan should avoid the creation of a Homeowner’s Association (HOA) that can impose assessments, when possible, unless specific conditions determined by the City Council require an HOA.
    - ~~(e)(d)~~ Homes of varying lot size, building size, and price points should be distributed throughout the development.
  2. A concept plan showing an off-street-path connecting the proposed development to an existing city park. The path may consist of sidewalk completion, paved trail completion, or gravel/natural pathway completion.
- C. Development Agreement. The applicant and City Staff shall prepare a Development Agreement that formalizes the accepted Target Price, proposed lot and building area criteria, subdivision design, unit design, and park connection plan in accordance with the Developer’s Concept Plan. The Development Agreement shall also include an exhibit detailing the form of the deed restrictions, which outlines the qualification, terms and conditions, and the party responsible for enforcing the deed restriction.
- D. Zone Change and Development Agreement Adoption. Once the Development Agreement and Concept Plan have been prepared, the Developer shall apply to the City for adoption of the Housing Affordability Overlay Zone and the Development Agreement. Approval of Housing Affordability Developments is subject to the requirements of this Chapter and the procedures outlined in this Code. The approval of both the Housing Affordability Overlay Zone and the accompanying Development Agreement are legislative decisions made by the City Council and are subject to established procedures for zone changes, including a public hearing at Planning Commission stage. If approved, the overlay zone should be approved first, followed by the approval of the Development Agreement.

- E. Preliminary Plat. Following the approval and adoption of the HAOZ and the Development Agreement, the review of the preliminary plat becomes an administrative and technical process. The Preliminary Plat assesses the subdivision design in accordance with the approved concept plan and development agreement. Preliminary approval shall only be granted when there is reasonable certainty that the Housing Affordability Development will meet all the requirements of this Chapter, the concept plan, and development agreement.

The preliminary application requirements for a Housing Affordability Development are the same as those for a preliminary subdivision plat as identified in Section 12.02.06.02, except where conflicts arise between this code, the Concept Plan, or the Development Agreement, in which case the former controls. The Planning Commission will approve the Preliminary Plat after review by the appropriate city departments.

- F. Final Plat. Review of the final plat is an administrative and technical process. The applicant shall submit all detailed and technical information necessary to demonstrate compliance with all City standards, requirements, and conditions. Final approval ~~shall~~may only be granted if the final plat conforms to the preliminary plat approval and meets the City requirements for final subdivision plat approval as outlined in Section 12.02.06.04.

#### **Section 11.16.070. Amendments to the Development Plan.**

Applicants may request revisions to approved preliminary or final Housing Affordability Development plans. All requests for revisions shall be submitted in writing to the City. Changes and amendments to approved preliminary and final Planned Housing Affordability Development plans will be processed using the same procedure as the original review and approval, unless the changes qualify as a Minor Revision as identified in Section 11.16.010 of this Code.

**HARRISVILLE CITY  
ORDINANCE 562**

**HOUSING AFFORDABILITY OVERLAY ZONE**

**AN ORDINANCE OF HARRISVILLE CITY, UTAH, REPEALING  
AND REPLACING TITLE 11 SECTION 16 OF THE  
HARRISVILLE CITY CODE TO BE ENTITLED “HOUSING  
AFFORDABILITY OVERLAY ZONE; SEVERABILITY; AND  
PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Harrisville City (hereafter “City”) is a municipal corporation, duly organized and existing under the laws of the State of Utah;

**WHEREAS**, Title 10, Chapter 9a of the *Utah Code Annotated* enables municipalities to regulate land use and development;

**WHEREAS**, Utah Code Annotated §10-8-84 and §10-8-60 allow municipalities in the state of Utah to exercise certain police powers and nuisance abatement powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City;

**WHEREAS**, after publication of the required notice the City's Planning Commission held its public hearing on March 12, 2025, to take public comment on the proposed ordinance, and subsequently gave its recommendation to approve this ordinance;

**WHEREAS**, the City Council received a positive recommendation from the Planning Commission and held a public meeting November 18, 2025, and now desires to act on this Ordinance;

**NOW, THEREFORE**, be it ordained by the City Council of Harrisville City as follows:

**Section 1: Repealer.** Title 11 Section 16 entitled “Clustered Development” is hereby repealed along with any word, sentence, paragraph, or phrase inconsistent with this Ordinance and any reference thereto is hereby vacated.

**Section 2: Replaced.** Title 11 Section 16 entitled "Housing Affordability Overlay Zone" set forth as Exhibit “A”, incorporated herein by this reference, is hereby adopted.

**Section 3: Severability.** If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of the Ordinance, shall be severed from the remainder, which shall continue in full force and effect.

**Section 4: Effective date.** This Ordinance shall be effective immediately upon posting after final passage, approval, and posting.

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**MICHELLE TAIT**, Mayor  
Harrisville City

**ATTEST:**

\_\_\_\_\_  
**Jack Fogal**, City Recorder

**RECORDED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

**PUBLISHED OR POSTED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

**CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING**

According to the provision of U.C.A. §10-3-713, 1953 as amended, I, the municipal recorder of Harrisville City, hereby certify that foregoing ordinance was duly passed and published, or posted at 1) City Hall 2) 2150 North and 3) Harrisville Cabin on the above referenced dates.

\_\_\_\_\_  
**City Recorder**

DATE: \_\_\_\_\_

## **Title 11 Section 16**

### **HOUSING AFFORDABILITY OVERLAY ZONE (HAOZ)**

Section 11.16.010. Definitions.

Section 11.16.020. Purpose.

Section 11.16.030. Description.

Section 11.16.040. Allowed Uses.

Section 11.16.050. Requirements for HAOZ Projects.

Section 11.16.060. Approval Process.

Section 11.16.070. Amendments to Development Plan.

#### **Section. 11.16.010. Definitions**

For purposes of this Chapter, the following definitions apply:

- a) “Affordable housing” means a dwelling:
  - i) offered for sale to an owner-occupier at a purchase price affordable to a household with a gross income of no more than 120% of area median income for the county in which the residential unit is offered for sale.
- b) “Critical and Essential Workers” means persons who are actively employed within Harrisville City and surrounding cities at jobs considered critical and essential, including employees of Harrisville City, and employees in the sectors of health care, law enforcement, first responders, education, military and veterans, other government entities.
- c) “Legitimate Offer” means a qualified offer to purchase a residential unit, with assurances of the means to complete the purchase, of at least the average sales price of other comparable units in the Development over the past twelve months.
- d) “Harrisville Resident” means a person whose permanent residence has been within the boundaries of Harrisville City for each of the past twelve months.
- e) “Owner Occupied” means an individual who owns, solely or jointly, a housing unit which the individual lives as the individual’s primary residence.
- f) “Hardship” means significant medical emergencies, loss of employment or significant loss of income, divorce, relocation for employment, military service, religious service, or death of a spouse or co-owner. In the event of a Hardship, owners shall be allowed an exemption to the owner-occupancy requirement.
- g) “Minor Revision” means a modification or adjustment to an approved subdivision plat, plan, or associated documents that does not substantially alter the original intent, design, layout, or conditions of approval. Such revisions typically address minor corrections, clarifications, or updates and do not significantly impact the subdivision’s infrastructure, lot configuration, public improvements, or compliance with applicable ordinances and regulations.

### **Section. 11.16.020. Purpose.**

Critical Homeownership Developments in Harrisville offer a new approach to affordable housing. The zone overlay creates a path to homeownership for a wider range of residents by providing attainable housing without compromising quality or aesthetics. Echoing Harrisville's rich history of multigenerational communities, these developments foster diverse, inclusive neighborhoods where families can thrive, put down roots, and build a strong foundation for their future. Through innovative design and efficient land use, they create attractive living spaces where affordability and a strong sense of community go hand in hand.

The Housing Affordability Overlay Zone (HAOZ) is an overlay zone to be applied over an underlying zoning designation. It does not need to be adjacent to other HAOZ zones.

The provisions of the HAOZ in this code establish a zoning district aimed at creating homeownership opportunities for Critical and Essential Workers, as well as others, by increasing the availability of financially attainable single-family detached homes within the City.

The intent of the HAOZ is to provide accessible and affordable homeownership opportunities in Harrisville City, fostering a multigenerational community where families can thrive across generations, promoting long-term residency and stability. By encouraging homeownership, the HAOZ seeks to:

- Provide single family housing at a significantly more attainable price for the majority of current and future Harrisville residents who desire to own a home.
- Provide priority opportunities for homeownership to Critical and Essential Workers.
- Provide a variety of housing choices into all parts of Harrisville City appropriate for residents in all stages of life.
- Allow flexible development options for single-family detached housing in areas where existing zoning, lot configurations, and standard development requirements make housing unattainable.
- Provide flexibility in architectural design, placement of buildings, setbacks, parking, and other related cost saving considerations.
- Support reductions in development costs and ongoing maintenance costs to aid in significantly reducing the cost of the homes being built in the HAOZ.
- Provide for efficient use of public services and improvements.
- Promote an attractive and safe living environment.
- Provide pride and stability through homeownership that will provide city residents with a higher life satisfaction and increased control over their lives.

### **Section 11.16.030. Description.**



A Critical Homeownership Development is a subdivision designed to offer more attainable housing by incorporating price adjusting factors generally restricted by traditional zoning ordinances. The primary goal is to ensure and provide a balanced opportunity for home ownership in Harrisville; specifically, to serve the critical and essential workers as well as the first-time homebuyers in Harrisville. These developments must be planned and designed in a coordinated, functional, and unified manner, with the home's sale price driving the design strategy. By focusing on creating more affordable housing options, the zone allows for greater flexibility in development standards while maintaining the aesthetic appeal and desirability of Harrisville.

#### **Section 11.16.040. Allowed Uses.**

The Housing Affordability Overlay Zone allows a variety of single family detached residential types that meet the purpose outlined above as a permitted use.

#### **Section 11.16.050. Requirements for Housing Affordability Overlay Zone Projects.**

- A. Qualifying Districts. Critical Homeownership Developments may be allowed at the discretion of the City Council, following a public hearing by the Planning Commission and review with recommendations from City Staff. These developments are only allowed in areas designated as permitted uses in the General Plan and shall be governed by an approved Master Development Agreement.
- B. Minimum Acreage. To be considered for the Housing Affordability Overlay the overall project acreage must be a minimum of 5 acres.
- C. Density and Design. The following design standards shall be followed unless the developer can present a compelling reason to deviate from the given standards.
  - 1 Allowed Density: Total units allowed in any given area shall be no more than the gross area divided by 5,000 sf,
  - 2 Minimum Lot Area for a Dwelling: 3000 sf
  - 3 Lot Width and Lot Frontage:
    - i. Dwelling without a Public-Street-Facing Garage Door: 40 feet
    - ii. Dwelling with a Public-Street-Facing Garage Door: 50 Feet
  - 4 Front Yard Setback:
    - i. Dwelling without a Public-Street-Facing Garage Door: 12 feet
    - ii. Dwelling with a Public-Street-Facing Garage Door: 25 Feet
  - 5 Side Yard Setback:
    - i. Single Story: 5 feet
    - ii. More Than One Story: 7 feet
    - iii. Corner Lot Without a Public-Street-Facing Garage Door: 12 feet
    - iv. Corner Lot with Public-Street-Facing Garage Door: 20 feet

- v. Zero side yard setbacks may be considered, provided a minimum separation of 10 feet is maintained between all buildings and appropriate access and maintenance easements are recorded with the affected properties.
  - 6 Rear Yard Setback:
    - i. Dwelling: 20 feet
    - ii. Garage Door Facing Alley or Share Private Lane: 5 feet
- D. Park Connectivity. Proposed Developments must show a possible connection to an existing city park. Developers shall be required to complete connectivity within their development through sidewalk and/or trails in addition to all or part of the pathway connecting the development to an existing park facility.
- E. Critical and Essential Housing. To ensure that all units within the Housing Affordability Overlay Zone (HAOZ) remain attainable to the target customers, the units shall be subject to recorded deed restrictions, that contain at least the following:
  - 1 Duration of Deed Restrictions: The deed restrictions shall be in effect and applicable to the units for no less than twenty years following the issuance of the first certificate of occupancy for each home. Following the expiration of the deed restriction, they shall have no further force nor effect.
  - 2 Owner Occupancy Requirement: Units must be owner occupied, unless the owner experiences a documented Hardship. In such case the unit may be rented for a temporary period of up to 12 months. This period may be extended for an additional 12 months upon proof that the Hardship continues.
  - 3 Enforceability: The deed restriction shall be enforceable by the City, or another entity as identified in the deed restriction.
  - 4 Priority for ownership: For the first 30 days after a unit is listed or advertised for sale, (including any subsequent sales after the initial sale) the owner may not accept an offer to purchase unless such offer comes from one or more of the following:
    - i. Critical and Essential Workers,
    - ii. a Harrisville Resident who does not currently own a home, or
    - iii. a first-time homebuyer.
  - 5 General Public Sales: If, after 30 days of listing or advertising the unit for sale (including on, but not limited to, the local MLS) an owner has not received a Legitimate Offer from a qualified buyer under section 4, the owner may offer the property to the general public and accept offers from any buyer.

Limitation on Initial Sales: For the initial sale of the property, the developer shall, accept a price no more than the Target Price (as defined below) for a minimum of 75% of the units.

#### **Section 11.16.060. Approval Process.**

Critical Homeownership Developments, are to be reviewed and approved in accordance with the following process:

- A. Establishment of Target Price. Target home price for developments in the HAOZ shall be set at a price that qualifies the home as Affordable Housing (“Target Price”).
- B. Concept Plans. Applicants shall submit three concept plans simultaneously to the City Council for consideration at the time of rezoning application. Developer’s concept plans shall include:
  - 1 Two concept plans of single-family detached lots, showing a typical “unattainable” development with standard lot sizes and development standards, contrasted against a concept plan with adjusted development standards that meet the Target Price for attainable development.
    - i. Base Concept: The first concept plan must show the lot count and lineal footage of infrastructure under the current zoning district of the subject property.
    - ii. Attainable Concept: The second concept plan shall show the lot count and lineal footage of infrastructure based on the design standards in section 11.16.050 C.
    - iii. Developer’s concept plan should avoid the creation of a Homeowner’s Association (HOA) that can impose assessments, when possible, unless specific conditions determined by the City Council require an HOA.
    - iv. Homes of varying lot size, building size, and price points should be distributed throughout the development.
  - 2 A concept plan showing an off-street-path connecting the proposed development to an existing city park. The path may consist of sidewalk completion, paved trail completion, or gravel/natural pathway completion.
- C. Development Agreement. The applicant and City Staff shall prepare a Development Agreement that formalizes the accepted Target Price, proposed lot and building area criteria, subdivision design, unit design, and park connection plan in accordance with the Developer’s Concept Plan. The Development Agreement shall also include an exhibit detailing the form of the deed restrictions, which outlines the qualification, terms and conditions, and the party responsible for enforcing the deed restriction.
- D. Zone Change and Development Agreement Adoption. Once the Development Agreement and Concept Plan have been prepared, the Developer shall apply to the City for adoption of the Housing Affordability Overlay Zone and the Development Agreement. Approval of Critical Homeownership Developments is subject to the requirements of this Chapter and the procedures outlined in this Code. The approval of both the Housing Affordability Overlay Zone and the accompanying Development Agreement are legislative decisions made by the City Council and are subject to established procedures for zone changes, including a public hearing at Planning Commission stage. If approved, the overlay zone should be approved first, followed by the approval of the Development Agreement.

- E. Preliminary Plat. Following the approval and adoption of the HAOZ and the Development Agreement, the review of the preliminary plat becomes an administrative and technical process. The Preliminary Plat assesses the subdivision design in accordance with the approved concept plan and development agreement. Preliminary approval shall only be granted when there is reasonable certainty that the Critical Homeownership Development will meet all the requirements of this Chapter, the concept plan, and development agreement.

The preliminary application requirements for a Critical Homeownership Development are the same as those for a preliminary subdivision plat as identified in Section 12.02.06.02, except where conflicts arise between this code, the Concept Plan, or the Development Agreement, in which case the former controls. The Planning Commission will approve the Preliminary Plat after review by the appropriate city departments.

- F. Final Plat. Review of the final plat is an administrative and technical process. The applicant shall submit all detailed and technical information necessary to demonstrate compliance with all City standards, requirements, and conditions. Final approval may only be granted if the final plat conforms to the preliminary plat approval and meets the City requirements for final subdivision plat approval as outlined in Section 12.02.06.04.

#### **Section 11.16.070. Amendments to the Development Plan.**

Applicants may request revisions to approved preliminary or final Critical Homeownership Development plans. All requests for revisions shall be submitted in writing to the City. Changes and amendments to approved preliminary and final Planned Critical Homeownership Development plans will be processed using the same procedure as the original review and approval, unless the changes qualify as a Minor Revision as identified in Section 11.16.010 of this Code.