

Planning Commission Agenda

2267 North 1500 West Clinton City, UT 84015

May 2, 2024

6:00 pm

I. Call to Order

- a. Invocation or Thought
- b. Pledge
- c. Welcome New Planning Commission Members
- d. Roll Call
- e. Declaration of Conflicts

II. Business:

1. Public Hearing: Review and action on a **conditional use permit for a temporary firework tent and shipping container for Phantom Fireworks** on 5.31 acres located at 1803 West 1800 North in the PZ (Performance Zone) zoning district (Parcel No. 14-602-0002)

III. Other Business

- a. Approval of April 18, 2024 Meeting Minutes
- b. Director's Report
- c. Commission Report

IV. Adjourn

The order of agenda items may be changed or times accelerated.

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL CITY MEETINGS

If you attend this meeting and, due to a disability, will need assistance in understanding or participating, then please notify the Community Development Department at (801) 614-0740 prior to the meeting and we will seek to provide assistance.

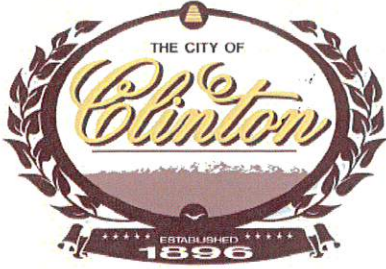
CLINTON CITY

PLANNING COMMISSION AGENDA ITEM

<p>SUBJECT: <i>Public Hearing</i> – Review and action on a request by Phantom Fireworks to renew their Conditional Use Permit (CUP) for a temporary outdoor tent and shipping container for the sale and storage of state approved consumer fireworks located at 1803 West 1800 North (Parcel#: 14-602-0002)</p>	<p>AGENDA ITEM:</p> <p style="text-align: center; font-size: 2em;">1</p>
<p>PETITIONER: Joe Witter, Regional Manager representing Phantom Fireworks</p> <p>SUBMITTED BY: Keaton Jones, Community Development</p>	<p>MEETING DATE:</p> <p>May 2, 2024</p>
<p>RECOMMENDATION:</p> <p>To approve the Conditional Use Permit renewal request for a temporary outdoor tent and shipping container used for the sale and storage of state approved consumer fireworks located at 1803 West 1800 North. Staff recommends approval for a term of five (5) years, after which the CUP is eligible for review and renewal.</p>	<p>ROLL CALL VOTE:</p> <p style="text-align: center; font-size: 1.5em;">YES</p>
<p>BACKGROUND:</p> <p>(1) The proposal consists of a 20’ X 40’ temporary outdoor tent and a shipping container that will be in the southwest corner of the commercial parcel located at 1803 West 1800 North. The outdoor tent will be used for retail sales of state approved 1.4G consumer fireworks and the storage container will be used for storage of the fireworks. Stanchions will create a perimeter around the area adjacent to the tent and shipping container as shown on the site plan.</p> <p>(2) Staff recommends a five (5) year approval, but the timeframe is up to the discretion of the Commission.</p> <p>(3) CUP REVIEW FINDINGS: The proposed use is (a) not detrimental to persons or property, (b) consistent with the objectives of the General Plan (c) compatible with the character of the site, adjacent properties, and surrounding neighborhoods. (The Design Compatibility finding is not applicable for temporary uses.) The site can accommodate the outdoor firework tent, storage container, and stanchion area while maintaining sufficient parking for both employees and customers and will not generate excessive traffic not already otherwise present in this commercial area.</p> <p>(4) Required Public Notice was made. No public comment has been received to date.</p> <p>(5) Conditions of Approval are recommended and attached for review.</p>	
<p>ATTACHMENTS:</p> <ol style="list-style-type: none"> 1) Conditions of Approval for the Phantom Fireworks temporary outdoor tent and shipping container 2) Submittal Documents – <ul style="list-style-type: none"> ○ CUP application ○ area map ○ site plan ○ firework tent image ○ lease agreement 	

Conditions of Approval Phantom Fireworks Temporary Outdoor Tent and Shipping Container

1. A Clinton City business license is required, along with all required inspections (Fire and Building Departments). If a Clinton City Business License is not obtained, for the appropriate year, this Conditional Use Permit becomes invalid.
2. All signage shall comply with the Clinton City Sign Ordinance.
3. The tent is erected no earlier than two weeks prior to the date of legal sales as established by the State and shall be removed within one week after the date of legal sales as established by the State.
4. This CUP is only valid for the site requested in the applicant's petition to the Planning Commission.
5. The CUP may be reviewed by staff upon complaint and forwarded to the Commission for hearing upon recommendation from Staff.
6. A trash receptacle, designed to keep wind from blowing the contents out, for customer use, shall be located adjacent to the temporary tent. This receptacle shall be emptied as needed to prevent the spread of trash and at the end of each workday.
7. The applicant will pick up the site of all litter, whether associated with the business or not, at least daily, more often if needed.
8. The CUP is valid for a five-year period, 2024 being the first year.
9. Power connection to the outlet shall be adequately protected from vehicular and pedestrian traffic, and the Clinton City Building Inspector shall inspect the connection and protection.
10. A copy of the executed lease contract and Certificate of Liability shall be provided to the Community Development Department before the structure is moved onto the site.



Conditional Use Permit (CUP) Application

Community Development

2267 North 1500 West

Clinton City, UT 84015

Phone: (801) 614-0740

Fax: (801) 614-0752

Web-site: clintoncity.net

Staff Use Only Date: _____ Zone: _____ PC Date: _____

PROJECT NAME: Phantom Fireworks Tent

PROJECT ADDRESS: 1803 W 1800 N Clinton, UT 84015

(ADDRESS MUST BE ASSIGNED BY PLANNING PRIOR TO SUBMITTAL, IF APPLICABLE)

PROPOSED USE / DESCRIPTION: Retail sales of state approved 1.4G Consumer Fireworks from a temporary outdoor tent, using a metal shipping/storage container for storage of fireworks

CONTACT NAME: Joee Witter, Regional Manager

ADDRESS: P.O. Box 160421, Clearfield, UT 84016

PHONE# 801-825-6101

FAX # _____

E-MAIL: jwitter@fireworks.com

Engineer and/or Surveyor:: _____

PHONE# _____

FAX # _____

E-MAIL: _____

OWNER'S NAME: (if different from contact person) _____

I HAVE READ THE APPLICATION AND HEREBY CERTIFY THAT THE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.


Signature of owner or applicant

SUBMITTAL CHECK LIST:

The following checklist can be used as a guide to assist you in obtaining approval.

- One (1) 11" X 17" site plan; attached is a sample of a site plan, you can use Google Earth,
- Copy of county ownership plat
- Payment of appropriate fees.

PROCEDURE FOR PROCESSING A CONDITIONAL USE PERMIT (CUP)

1. Submit petition to Clinton City Planning Department for review. Planning Staff is located in the City Hall Building, within the Community Development Department located at 2267 North 1500 West.
2. Petitions are placed on the next available Planning Commission Agenda and the petitioner is notified of the time and date of the Public Hearing. A copy of the executed Conditional Use Permit will be provided to the applicant
3. The applicant or a representative must be present during each meeting in order for the Planning Commission to act upon the petition. If the applicant is not present the item will be tabled to the next available meeting. Failure to show will require a re-advertising of the item, which must be paid for by the applicant prior to its placement on the next agenda.
4. Additional questions regarding the above process may be directed to the Clinton City Planning Staff at 614-0740

Property Location Area Map



Phantom Fireworks Temporary Tent and Container Site Plan

1803 W 1800 N Clinton, UT







FIREWORKS TEMPORARY SALES LICENSE & LEASE AGREEMENT

This agreement is made between: Clinton Pines, LLC
 Address: 1178 Legacy Crossing Blvd Suite 100 Centerville, UT 84014

(hereinafter referred to as the "Landlord"), and Big Bear Fireworks, Inc. dba Phantom Fireworks (hereinafter referred to as "Phantom") of the address specified above, for the purpose of granting an Operating Group designated by Phantom, the exclusive right to operate a temporary state legal consumer fireworks sales facility on the following described premises:

Location Name: Clinton Pines
Address: 1803 W 1800 N City, State, Zip: Clinton, UT 84015 **Assessor's Parcel #:** 144090010

The parking lot or common area listed above is owned and/or controlled by the Landlord, and the Landlord warrants and certifies full right and authority to do so, grants to Phantom, and the Operating Group selected by Phantom, the exclusive right to operate a consumer fireworks sales stand or tent on the premises for the specified period from:

Date	Year	Date	Year	Lease Rate	Landlord Initials
June 20 th	2017	to July 31 st	2017	— —	<i>[Signature]</i>
June 20 th	2018	to July 31 st	2018	— —	<i>[Signature]</i>
June 20 th	2019	to July 31 st	2019	— —	<i>[Signature]</i>

*The stand or tent may be set up and taken down 5-10 days before and after the selling period as permitted by law. Phantom and the Landlord agree to the following terms and conditions:

- Phantom will provide liability insurance coverage in the aggregate amount of \$10,000,000.00, will name Landlord as an "Additional Insured," and will, prior to occupancy, deliver a certificate to Landlord evidencing such insurance covering the erection, maintenance and operation of the fireworks sales venue; additionally, Phantom will hold the Landlord harmless from any liability in connection with same.
- Phantom shall pay all costs involved in erection, maintenance and operation of the stand or tent, and, on departure, Phantom shall return the premises to its original condition. The tent will be secured in the asphalt with water barrels.
- Phantom shall obtain and pay for all necessary permits and licenses required by law; shall post any debris and performance bonds required by local authority; and shall adhere to all laws and regulations.
- If the sale of consumer fireworks shall be prohibited by public authority, the prepaid lease rent will be refunded, and this lease agreement shall automatically become null and void. If the public authority having jurisdiction over the leased premises limits or restricts the sale of fireworks in any way, then this lease agreement is subject to revision.
- If Phantom is unable to secure a group to operate on the property and the property is not utilized, the prepaid rent will be refunded, and this lease agreement shall automatically become null and void for that year. In the event the property is not utilized in a given year, Phantom shall have the option to use the property for the following year under the same terms and conditions by giving notice by March 1, of the next year. If the property is sold or otherwise inaccessible due to construction or the like, then this lease is subject to revision. If this lease should become null and void under this provision or paragraph 4 of this agreement, then prepaid rents shall be refunded to Phantom within ten (ten) business days of written cancellation.
- Landlord agrees that if a refund of prepaid rent is due and owing to Phantom under the provisions of this agreement, that Phantom's acceptance of less than the full amount of any prepayment shall not be deemed an accord and satisfaction or compromise of such payment unless Phantom specifically consents in writing to payment of such lesser fund, regardless of Landlord's characterization as "full payment," "accord and satisfaction," or other similar characterization on the payment instrument.
- In any action or proceeding to enforce, interpret or declare rights under this agreement, the prevailing party shall be entitled to its reasonable attorney fees, costs associated with suit and litigation expenses.
- Rent shall be payable by June 1st of each lease year. Late payment of rent shall be subject to a fee of \$15.00 per day late. In the event that rental payment is late, this Agreement shall remain valid and shall not terminate.
- This agreement commences as of the date indicated on the signature below.
- Phantom is hereby given an option to renew this Lease for five (5) one (1) year periods beginning in the year 2020 under the same terms and conditions as stated above. Phantom must notify Landlord of its intent to exercise option by December 31 of the last lease year reflected in this Lease.
- Each individual signing this Lease Agreement expressly represents and warrants that they are authorized by the entity for which they sign, to legally bind and commit that entity to the terms set forth herein. All notices required or allowed under this Agreement shall be given in writing to the addresses listed herein or such other addresses as the parties may designate.
- This Lease Agreement along with its terms and provision, including the amount paid as rent shall remain confidential unless disclosure is mutually agreed to in writing by both parties or as disclosure is required by governmental entities.

[Signature] 1/13/17
 Landlord - Authorized Signature Date
 DAVE WITTER, REGIONAL MANAGER
 Print Name and Capacity
 801-825-6101 dave.witter@pb.com
 Phone Email

[Signature] 1-16-17
 Phantom - Authorized Signature Date
 JOE WITTER - REGIONAL MANAGER UT/ID/CO
 Print Name and Capacity
 801-825-6101 801-825-6235
 Phone Fax



2267 N 1500 W
Clinton UT 84015

Planning Commission Members

*Jolene Cressall
J. Stark
Dan Evans
Mark Gregersen
Dave Jones
Chad Hansen*

Date of Meeting	April 18, 2024	Call to Order	6:00 pm.
Staff Present	Community Development Director Peter Matson and Lisa Titensor recorded the minutes.		
Attendees	Trek Loveridge		
Prayer or Thought	Commissioner		
Pledge			
Roll Call/Attendance	Present were: Jolene Cressall, Dan Evans, Mark Gregersen, Dave Jones, J. Stark, Chad Hansen		
Declaration of Conflicts	There were none.		
PUBLIC HEARING: REVIEW AND ACTION ON A REQUEST BY PHIL HOLLAND/HG 2000 LLC FOR PRELIMINARY AND FINAL PLAT APPROVAL FOR CLINTON EXCHANGE SUBDIVISION, A FIVE LOT COMMERCIAL SUBDIVISION CONSISTING OF APPROXIMATELY 10.26 ACRES LOCATED AT APPROXIMATELY 935 NORTH AND 2000 WEST (PARCEL NO. 14-053-0139), WHICH LIES IN THE PZ ZONING DISTRICT.			
Petitioner	Peter Matson, Community Development		
	<p>This five-lot commercial subdivision is located at approximately 935 North 2000 West. This 10.26-acre property is located on the west side of 2000 West near the common border between Clinton and West Point and directly south of the High Country green house/nursery at 1071 North. The property is located in the PZ zone, which is the main commercial zone along the 2000 West corridor. The property is bisected by 935 West, which is a public street connecting Fenway Estates Phase 5 to 2000 West. The 2000 West frontage is broken up by two residential lots that are not part of the plat at 881 North (0.37 acres) and 1021 North (0.76 acres).</p> <p>The 935 North street connection is a standard 60-foot city right-of-way with curb, gutter and sidewalk on both sides. This street connection was planned with the overall plat for Fenway Estates. It provides important access for the surrounding neighborhood to the west and north for improved overall connectivity for residents.</p> <p>The lot sizes and configuration conform to the zoning and subdivision code regulations. The attached plat will ultimately be recorded so the individual lots can be marketed and sold for development. The attached civil plan set includes an overall utility plan, plan and profile utility sections for the public street (935 North) and for the 30-foot wide private</p>		

utility/access easement servicing lots 1, 2 and 3, and a plan and profile detail for the proposed detention basin on the western edge of lots 4 and 5.

As a five-lot subdivision with no phasing, the review by the Commission is for approval of both the preliminary and final plat. In addition, to be consistent with State law the Commission is the final approval body for this preliminary/final plat, whereas previously this would have been a recommendation to the City Council.

City staff has been in pre-application discussions with Tractor Supply Company as the proposed use on Lot 2. It's anticipated they will submit for site plan review shortly after the plat is approved and ready to record.

CONDITIONS OF APPROVAL:

As with all commercial and residential final plat approvals, the following standard conditions shall apply:

- 1) All comments related to the plat and civil plans shall be corrected and reviewed by the City before the final plat is presented for signatures.
- 2) Final Plat approval is subject to review and final approval by Davis-Weber County Canal Companies (DWCCC).
- 3) A preconstruction meeting shall not be scheduled until all required changes have been made to the Final Plat and Improvements Drawings, the required number of copies provided to the City, and the plans are stamped approved by the City.
- 4) Plat shall not be recorded until a Subdivider's Improvement Agreement and Subdivider's Escrow Agreement have been completed and executed to ensure the completion of the improvements in this development.
- 5) It is the developer/contractor's responsibility to comply with all Clinton City Standards, Ordinances, Staff, Engineer and development requirements established during the approval process. Wherever there is a discrepancy between these drawings and City Standards the more stringent requirement will apply. If there is any doubt as to the requirement, the developer is to seek clarification from the Community Development Department and obtain the determination in writing. Copies of the Standards are available at the Community Development Department.
- 6) The developer/contractor is responsible for insuring that all required inspections are performed by the Clinton City Public Works Department. If the developer is unsure of what inspections are required he can obtain a list from the Public Works Department. The developer is cautioned not to proceed past an inspection point without insuring that the inspection has been performed and work passed by representative(s) of Public Works.
- 7) It is the developer/contractor's responsibility to ensure adequate dust, trash and weed control practices are observed while any of the lots are under their control.

	Prior to Conditional Acceptance by the City, the Subdivider shall clear any construction debris from lots within the subdivision, except lots with buildings under construction, and level vacant lots within the subdivision in such a way that weed control, via mowing with a brush hog or similar item, is possible and all vacant lots will be mowed for weed control.
	approve Clinton Exchange Preliminary/Final Plat subject to the conditions of approval listed in this report.c
	<i>Commissioner Stark moved to approve the minutes of January 16, 2024 Planning Commission Meeting. Commissioner Evans seconded the motion. Voting is as follows: Commissioners Cressall, Hansen, Jones, Evans and Stark voted in favor.</i>
OTHER ISSUES	<ul style="list-style-type: none"> • There were none.
DIRECTORS REPORT	<ul style="list-style-type: none"> • CD Director Matson gave an update on Ordinance 24-01Z and Resolution 20-23.
ADJOURNMENT	<i>Commissioner Evans moved to adjourn. Commissioner Hansen seconded the motion. Commissioners Cressall, Gregersen, Evans, Olson and Stark voted in favor. The meeting adjourned at 9:00 pm.</i>

*Reviewed and Approved by the Clinton City Planning Commission on this 2nd _ day of April, 2024
/s/Lisa Titensor, Clinton City Recorder*