



December 6th, 2023

City Council Meeting

Information Packet

Agenda Item #1

Introduction of Victim Advocate
Volunteers

Agenda Item #2

Public Hearing

- a. Bond for Sewer System and Related Improvements
- b. 2024 Fiscal Year Budget Amendment

Agenda Item #3

Public Comment

**GRANTSVILLE CITY
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the Grantsville City Council will conduct the following public hearing at the Grantsville City Offices, 429 East Main Street, Grantsville, Utah at 7:00 p.m. on Wednesday, December 6th, 2023 to receive public input regarding the following:

- Proposed Budget Amendment

All interested persons are invited to attend and provide comment upon this proposal. Written comments will also be considered if submitted to the City Recorder in advance of the hearing. A copy of the annexation petition may be reviewed at the Grantsville City Offices each weekday before the public hearing, between the hours of 9:00 a.m. and 5:00 p.m.

Persons with disabilities needing accommodations to participate in these hearings should contact Braydee Baugh (435.884.3411) at the Grantsville City Offices at least 24 hours in advance of the hearings.

DATED this 29th day of November, 2023.

Braydee Baugh
Grantsville City Recorder

BUDGET AMENDMENT FY24

Account Number	Account Title	Current Budget	Proposed Budget	Change
GENERAL FUND				
103610	INTEREST INCOME	\$608,239.00	\$762,239.00	\$154,000.00
103357	CLASS C ROAD, FWD. PREVIOUS YR	\$258,000.00	\$558,000.00	\$300,000.00
153221	BUILDING PERMIT FEE	\$560,000.00	\$563,500.00	\$3,500.00
173840	PRIOR YEAR SURPLUS USED CD	\$30,500.00	\$34,000.00	\$3,500.00
TOTAL CHANGE GENERAL REVENUE		\$1,456,739.00	\$1,917,739.00	\$461,000.00
105463	DUES AND FEES	\$0.00	\$149,000.00	\$149,000.00
105511	SALARIES AND WAGES	\$36,000.00	\$38,000.00	\$2,000.00
106011	SALARIES AND WAGES	\$141,000.00	\$130,000.00	-\$11,000.00
106013	EMPLOYEES BENEFITS	\$55,000.00	\$51,000.00	-\$4,000.00
106180	CAPITAL PROJECTS	\$0.00	\$300,000.00	\$300,000.00
106481	CAPITAL PROJECTS	\$36,500.00	\$40,500.00	\$4,000.00
106545	HISTORIC BOOK	\$10,000.00	\$24,000.00	\$14,000.00
155611	SALARIES AND WAGES	\$430,000.00	\$433,500.00	\$3,500.00
175211	SALARIES AND WAGES	\$400,000.00	\$403,500.00	\$3,500.00
TOTAL CHANGE GENERAL EXPENSE		\$1,108,500.00	\$1,569,500.00	\$461,000.00
WATER FUND				
513000	USE OF WA CAP FUNDS - PTIF	\$350,400.00	\$689,000.00	\$338,600.00
513030	METERED WATER SALES	\$1,950,000.00	\$1,963,500.00	\$13,500.00
TOTAL CHANGE WATER REVENUE		\$2,300,400.00	\$2,652,500.00	\$352,100.00
514011	SALARIES AND WAGES	\$611,500.00	\$622,000.00	\$10,500.00
514013	EMPLOYEES BENEFITS	\$175,000.00	\$178,000.00	\$3,000.00
514089	HUNSAKER WELL	\$0.00	\$338,600.00	\$338,600.00
TOTAL CHANGE WATER EXPENSE		\$786,500.00	\$1,138,600.00	\$352,100.00

SEWER FUND

523031 SEWER SERVICE CHARGES	\$1,650,000.00	\$1,672,500.00	\$22,500.00
TOTAL CHANGE SEWER REVENUE	\$1,650,000.00	\$1,672,500.00	\$22,500.00
524011 SALARIES AND WAGES	\$585,000.00	\$590,000.00	\$5,000.00
524013 EMPLOYEES BENEFITS	\$166,500.00	\$168,000.00	\$1,500.00
524082 CAPITAL EQUIPMENT	\$109,500.00	\$125,500.00	\$16,000.00
TOTAL CHANGE SEWER EXPENSE	\$861,000.00	\$883,500.00	\$22,500.00

GARBAGE FUND

553031 REFUSE COLLECTION CHARGES	\$815,000.00	\$836,500.00	\$21,500.00
TOTAL CHANGE GARBAGE REVENUE			
554024 GARBAGE CANS	\$45,000.00	\$66,500.00	\$21,500.00
TOTAL CHANGE GARBAGE EXPENSE			

Agenda Item #4

Summary Action Items

- a. Approval of Minutes from the November 15th, 2023 Regular and Work Meetings
- b. Approval of the Bills

Unapproved

**MINUTES OF THE REGULAR MEETING OF THE GRANTSVILLE CITY COUNCIL,
HELD ON NOVEMBER 15TH, 2023 AT THE GRANTSVILLE CITY HALL, 429 EAST
MAIN STREET, GRANTSVILLE, UTAH AND ON ZOOM. THE MEETING BEGAN
AT 7:00 P.M.**

Mayor and Council Members Present:

Mayor Neil Critchlow
Jolene Jenkins
Scott Bevan
Jeff Hutchins
Darrin Rowberry
Jewel Allen

Council Members Not Present:

Appointed Officers and Employees Present:

Sherrie Broadbent, Finance Director
Robert Sager, Police Chief
Braydee Baugh, Recorder
Jesse Wilson, City Manager
Brett Coombs, City Attorney
Heidi Jeffries, HR/ Treasurer

Citizens and Guests Present:

There were many members of the public present in person and via Zoom

Mayor Critchlow asked Heidi Jefferies to lead the Pledge of Allegiance.

AGENDA:

1. Public Comment: Paul Lloyd stood to provide comment. Mr. Lloyd advised there is an issue with the trucks at the Walmart Distribution causing a nuisance at night. Mr. Lloyd requested the City Council to have a sound barrier installed around the Distribution Center.

2. Summary Action Items

- a. Approval of Minutes from the November 1st, 2023 Regular Meeting**
- b. Approval of Bills of \$168,707.79**

Motion: Councilmember Allen made a motion to approve the summary action items.

Second: Councilmember Rowberry seconded the motion.

Unapproved

Vote: The vote was as follows: Councilmember Rowberry, “Aye”, Councilmember Hutchins, “Aye”, Councilmember Bevan, “Aye”, Councilmember Allen “Aye”, and Councilmember Jenkins, “Aye”. The motion carried.

3. Consideration of Resolution 2023-66 appointing Jaime Topham as the Justice Court Judge

Mayor Critchlow advised there were several strong candidates but Jaime Topham was the strongest candidate. Mr. Coombs advised Judge Topham would go through training and officially take the seat in January.

Motion: Councilmember Allen made a motion to ratify Jaime Topham as the Justice Court Judge

Second: Councilmember Jenkins seconded the motion.

Vote: The vote was as follows: Councilmember Rowberry, “Aye”, Councilmember Hutchins, “Aye”, Councilmember Bevan, “Aye”, Councilmember Allen “Aye”, and Councilmember Jenkins, “Aye”. The motion carried.

4. Consideration of Resolution 2023-67 Authorizing The Issuance And Sale Of Not More Than \$1,000,000 Aggregate Principal Amount Of Taxable Sewer Revenue Bonds, Series 2023; And Related Matters

Alex Buxton and Darcy Stevens were present for this item. Ms. Stevens explained the parameters of the bond terms. Mayor Critchlow advised the bond is being offered at 0% interest. Mr. Buxton advised it is projected to have the bond closed by the end of the year. Councilmember Jenkins asked if the public hearing will include information related to the system.

Motion: Councilmember Jenkins made a motion to approve Resolution 2023-67

Second: Councilmember Rowberry seconded the motion.

Vote: The vote was as follows: Councilmember Rowberry, “Aye”, Councilmember Hutchins, “Aye”, Councilmember Bevan, “Aye”, Councilmember Allen “Aye”, and Councilmember Jenkins, “Aye”. The motion carried.

5. Consideration of Resolution 2023-68 approving the City to exchange certain real property with Craig Bleazard

Mayor Critchlow explained this was to firm up the City easement for the road. Councilmember Jenkins inquired to the ownership of Burmester. Councilmember Jenkins asked if Burmester is an arterial road.

Unapproved

Motion: Councilmember Allen made a motion to approve Resolution 2023-68

Second: Councilmember Rowberry seconded the motion.

Vote: The vote was as follows: Councilmember Rowberry, “Aye”, Councilmember Hutchins, “Aye”, Councilmember Bevan, “Aye”, Councilmember Allen “Aye”, and Councilmember Jenkins, “Aye”. The motion carried.

6. Council Reports

Councilwoman Jenkins: Please get out to Vote. Appreciates everyone coming to the Veterans Day breakfast. There were approximately 158 people and about 30 Veterans who attended. Would like to thank the Outpost, Fassio Egg, Tooele Valley Meat for all the donations. The Veterans Committee raised \$1900.00 for the memorial park. Youth Council is completing a tree for the Festival of Trees and the theme is Cowboy Strong.

Councilwoman Allen: Would like to appreciate the organization of the Veterans Day breakfast. Would also like to inform the residents about the Main Street grant and there will be a presentation in December but will need some additional funding for the project.

Mayor Critchlow: Would like to recognize Councilmember Jenkins for organizing the Veterans Breakfast. Light parade will be the Saturday after Thanksgiving at 6:00 pm

7. Adjourn

Motion: Councilmember Allen made a motion to adjourn

Second: Councilmember **Rowberry** seconded the motion.

Vote: The vote was as follows: Councilmember Rowberry, “Aye”, Councilmember Hutchins, “Aye”, Councilmember Bevan, “Aye”, Councilmember Allen “Aye”, and Councilmember Jenkins, “Aye”. The motion carried.

Unapproved

**MINUTES OF THE WORK MEETING OF THE GRANTSVILLE CITY COUNCIL,
HELD ON NOVEMBER 15TH, 2023 AT THE GRANTSVILLE CITY HALL, 429 EAST
MAIN STREET, GRANTSVILLE, UTAH AND ON ZOOM. THE MEETING BEGAN
AT 6:00 P.M.**

Mayor and Council Members

Present:

Mayor Neil Critchlow
Jolene Jenkins
Scott Bevan
Jeff Hutchins (via Zoom)
Darrin Rowberry
Jewel Allen

Appointed Officers and Employees

Present:

Sherrie Broadbent, Finance Director
Robert Sager, Police Chief
Braydee Baugh, Recorder
Jesse Wilson, City Manager
Brett Coombs, City Attorney
Heidi Jeffries, HR/ Treasurer

AGENDA:

- 1. Fire Department Mechanic Stipend & Fire Marshall Wages**
 - 2. Wage Adjustment**
 - 3. Overview of Proposed Budget Amendments**
 - 4. Storm Drainage Utility Fee**
- All items on agenda were discussed concurrently.**

Mayor Critchlow advised the staff has been cut from 2 mechanics down to 1 which saves \$5000 for the Fire Department. Councilmember Jenkins would like Rocky Mountain Power and Dominion Energy to come inspect the buildings to evaluate the energy efficiency. Heidi Jeffries stood for this item. Ms. Jefferies advised Legal Assistant should be at \$22.11 an hour, Deputy Public Works Director should be at \$84,919. Councilmember Allen asked if the Deputy Public Works Director was provided a raise when she was promoted to the new position. Mr. Wilson advised she did receive a 5% increase when she was offered the position. Ms. Broadbent advised that Ms. Jeffries is not taking City benefits and because she has been here for almost 6 months the City is proposing a 3% raise. Ms. Broadbent went over the amendments to the budget due to necessary corrections. Ms. Broadbent requested the council to consider implementing a storm drain impact fee. Ms. Broadbent advised due to inflation, the City will need to consider increasing water and sewer rates. Councilmember Hutchins joined the meeting at 6:19 pm. Mayor Critchlow advised the General fund should sustain the City.

5. Adjourn

Motion: Councilmember Jenkins made a motion to adjourn

Second: Councilmember Rowberry seconded the motion.

Vote: The vote was as follows: Councilmember Rowberry, “Aye”, Councilmember Hutchins, “Aye”, Councilmember Bevan, “Aye”, Councilmember Allen “Aye”, and Councilmember Jenkins, “Aye”. The motion carried.

Agenda Item #5

Consideration of Resolution 2023-70
Declaring Certain Property owned by
Grantsville City and surplus and
authorizing its disposal

**GRANTSVILLE CITY
RESOLUTION NO. 2023-70**

**A RESOLUTION DECLARING CERTAIN PROPERTY OWNED OR HELD BY
GRANTSVILLE CITY AS SURPLUS AND AUTHORIZING DISPOSAL**

WHEREAS, Grantsville City has the right, title or ownership of certain personal property for which it has no further use; and

WHEREAS, in accordance with State regulations, the City now seeks to dispose of said property pursuant to its policies and procedures; and

WHEREAS, the Grantsville City Council hereby determines that it is in the best interest of the City to authorize the property to be disposed.

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

Section 1. Surplus. The Grantsville City Council hereby declares the property listed on “Exhibit A” as surplus and authorizes the City to dispose of said property via public auction, or any other legal means it deems necessary.

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

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS
6th DAY OF DECEMBER, 2023.

BY ORDER OF THE
GRANTSVILLE CITY COUNCIL

ATTEST

By Mayor Neil Critchlow

Braydee Baugh, City Recorder

Agenda Item #6

Consideration of Resolution 2023-71
Approving the Third Amendment to the
Development Agreement for Lakeview
Business Park West

**GRANTSVILLE CITY
RESOLUTION NUMBER 2023-70**

**A RESOLUTION AMENDING THE DEVELOPMENT AGREEMENT FOR
LAKEVIEW BUSINESS PARK WEST**

WHEREAS, on September 4, 2019, City Council approved and adopted a Development Agreement for Lakeview Business Park West (the “Agreement”)(Resolution # 2019-24), which was recorded in the office of the Tooele County Recorder as Entry # 509563, on May 6, 2020, and was subsequently amended on October 20, 2021 (Resolution # 2021-64) and December 15, 2021 (Resolution # 2021-89); and

WHEREAS, The City Council and RG Lakeview, LLC desire to further amend the Development Agreement to permit the City’s planning staff to serve as the “land use authority” under Utah Code Ann. § 10-9a-101 for all subdivision plat amendments and vacations; and

WHEREAS, the City Council hereby finds this action is in the best interest of the City and supports the City’s mission to enhance the public’s health, safety and general welfare.

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

Section 1. Development Agreement. The City of Grantsville approves the Amendment to the Development Agreement for Lakeview Business Park West provided in **Exhibit A**, otherwise known as the *Third Amendment to Development Agreement for Lakeview Business Park West*.

Section 2. Recording. The City Council hereby directs RG Lakeview, LLC to record the Amendment in the Office of the Tooele County Recorder within 20 days.

Section 3. Planning Commission. The City Council hereby directs the City Recorder to provide a copy of this Resolution and any attachments to the Chairperson of the Planning Commission.

Section 4. Severability Clause. If any part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution and all provisions, clauses and words of this Resolution shall be severable.

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY,
THIS 6th DAY OF DECEMBER, 2023.

BY ORDER OF THE CITY
GRANTSVILLE CITY COUNCIL

By: Mayor Neil Critchlow

ATTEST

Braydee Baugh, City Recorder



Planning and Zoning

336 W. Main Street • Grantsville, UT 84029

Phone: (435) 884-1674 • Fax: (435) 884-0426

Permit # 2023141

**Third Amendment to Development Agreement for
Lakeview Business Park West Summary and
Recommendation**

Parcel ID: 22-037-0-0002, **Meeting Date:** November 2, 2023
01-134-0-0010, and others

Property Address: 242 South Sheep Lane, **Current Zone/Proposed Zone** MG
Grantsville

Applicant Name: RG Lakeview, LLC
Request: Bryan Economy, Dominion Engineering
Prepared by: Cavett Eaton

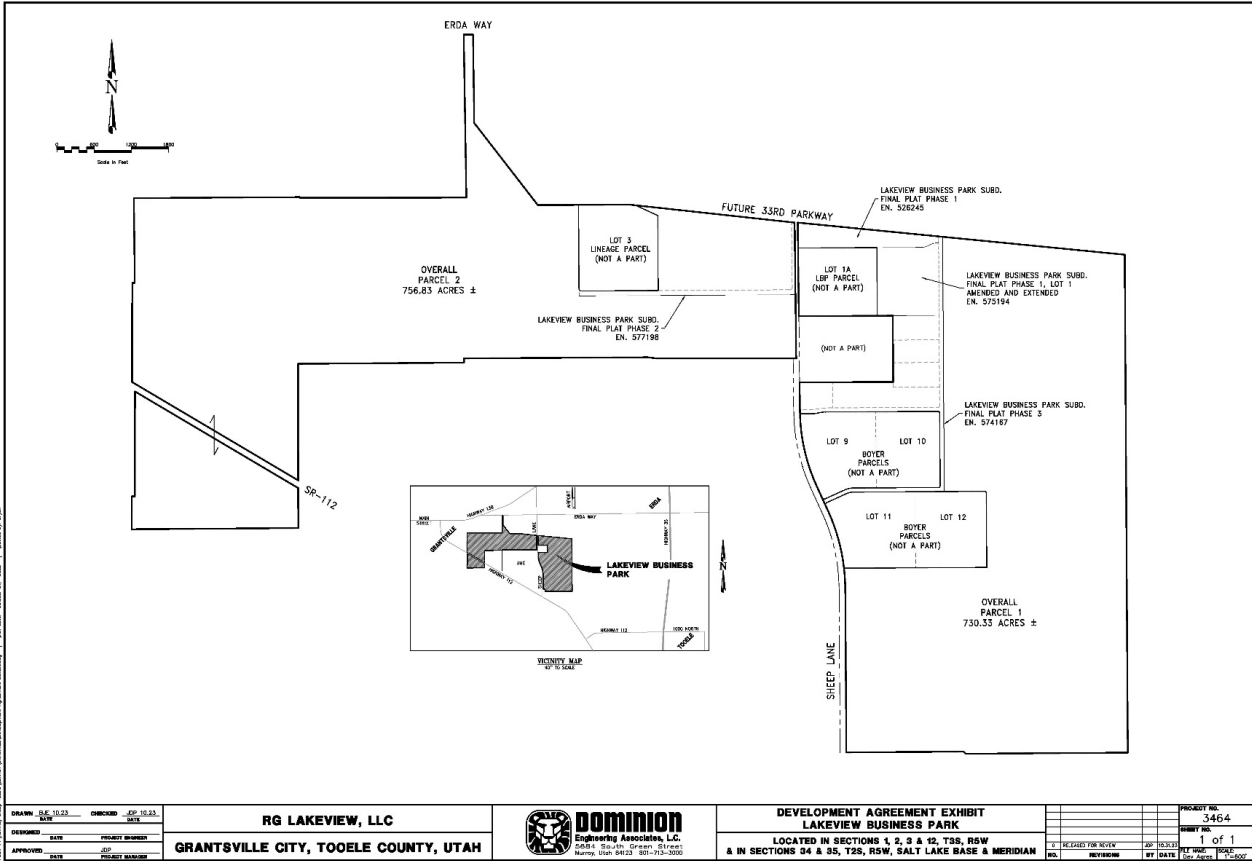
PROJECT DESCRIPTION

Third Amendment to Development Agreement for Lakeview Business Park West

This is a request to amend the current Development Agreement with Lakeview Business Park and Grantsville City.

The amendment to the Development Agreement would provide RG Lakeview, LLC, the developer, to process "Subdivision plat amendments and vacations within the Developer's Property" through Grantsville City's planning staff, acting as the "land use authority". This amendment would not require review or approval by the City Council or City Planning Commission for any subdivision plan amendments or vacations within Lakeview Business Park. If approved, the City Council would approve this Amendment by enacting and publishing an ordinance.

SITE & VICINITY DESCRIPTION



ISSUES OF CONCERN/PROPOSED MITIGATION

No New Updates from Lakeview as of 11/9/23

Third Amendment to Development Agreement for Lakeview Business Park (Proposed Amendment Number 2)

2. Plat Amendments. Subdivision plat amendments and vacations within the Developer’s Property will be performed by the City’s planning staff, acting as the “land use authority” under Utah Code Ann. § 10-9a-101, et seq., and do not require review or approval by the City Council or City Planning Commission. Subdivision plat amendments shall be approved by planning staff if the proposed plat amendment satisfies the requirements set forth in Utah Code § 10-9a-609 and Section 21.8.1 of the City’s Land Use, Development, and Management Code. The City Council shall approve this Amendment by enacting and publishing an ordinance.

CITY AND STATE CODE CONSIDERATIONS

As per GLUDMC, Chapter 2 Definitions

(149) IMPROVEMENTS AGREEMENT (DEVELOPMENT AGREEMENT). An agreement between Grantsville City and a developer, wherein the developer agrees to install improvements

required by this Code, subdivision regulations, or by the Planning Commission and/or City Council for the necessary proper development of the proposed land development.

Utah Code § 10-9a-609

Index	Utah Code
Title 10	Utah Municipal Code
Chapter 9a	Municipal Land Use, Development, and Management Act
Part 6	Subdivisions
Section 609	Land use authority approval of vacation or amendment of plat -- Recording the (Effective 5/14/2019)

Effective 5/14/2019

10-9a-609. Land use authority approval of vacation or amendment of plat -- Recording the amended plat.

(1) The land use authority may approve the vacation or amendment of a plat by signing an amended plat showing the vacation or amendment if the land use authority finds that:

(a) there is good cause for the vacation or amendment; and

(b) no public street or municipal utility easement has been vacated or amended.

(2) (a) The land use authority shall ensure that the amended plat showing the vacation or amendment is recorded in the office of the county recorder in which the land is located.

(b) If the amended plat is approved and recorded in accordance with this section, the recorded plat shall vacate, supersede, and replace any contrary provision in a previously recorded plat of the same land.

(3) (a) A legislative body may vacate a subdivision or a portion of a subdivision by recording in the county recorder's office an ordinance describing the subdivision or the portion being vacated.

(b) The recorded vacating ordinance shall replace a previously recorded plat described in the vacating ordinance.

(4) An amended plat may not be submitted to the county recorder for recording unless it is:

(a) signed by the land use authority; and

(b) signed, acknowledged, and dedicated by each owner of record of the portion of the plat that is amended.

(5) A management committee may sign and dedicate an amended plat as provided in Title 57, Chapter 8, Condominium Ownership Act.

(6) A plat may be corrected as provided in Section 57-3-106.

Amended by Chapter 384, 2019 General Session

GLUDMC 21.8.1 Vacating Or Changing A Subdivision Plat

(1) Subject to Section 21.8.3, and provided that notice has been given pursuant to Section 1.18, the City Council may, with or without a petition, consider and resolve any proposed vacation, alteration, or amendment of a subdivision plat, any portion of a subdivision plat, or any lot contained in a subdivision plat.

(2) If a petition is filed, the City Council shall hold a public hearing within 45 days after the petition is filed or, if applicable, within 45 days after receipt of the planning commission's recommendation under Subsection (3), if:

(a) any owner within the plat notifies the City of their objection in writing within ten days of mailed notification; or

(b) a public hearing is required because all of the owners in the subdivision have not signed the revised plat.

(3) The planning commission shall consider and provide a recommendation for a proposed vacation, alteration, or amendment under Subsection (1) before the City Council takes final action. The planning commission shall give its recommendation within 30 days after the proposed vacation, alteration, or amendment is referred to it, or as that time period is extended by agreement with the applicant.

(4) The public hearing requirement of Subsection (1) does not apply and the City Council may consider at a public meeting an owner's petition to alter a subdivision plat if the petition seeks to join two or more of the owner's contiguous, residential lots and notice has been given pursuant to local ordinance.

(5) Each request to vacate or alter a street or alley, contained in a petition to vacate, alter, or amend a subdivision plat, is also subject to Section 21.8.3.

(6) Any fee owner, as shown on the last county assessment rolls, of land within the subdivision that has been laid out and platted as provided in this part may, in writing, petition to have the plat, any portion of it, or any street or lot contained in it, vacated, altered, or amended as provided in this section and Section 21.8.3.

(7) Each petition to vacate, alter, or amend an entire plat, a portion of a plat, or a street or lot contained in a plat shall include:

(a) the name and address of all owners of record of the land contained in the entire plat;

(b) the name and address of all owners of record of land adjacent to any street that is proposed to be vacated, altered, or amended; and

(c) the signature of each of these owners who consents to the petition.

(8) The owners of record of adjacent parcels that are described by either a metes and bounds description or a recorded plat, may exchange title to portions of those parcels, if the exchange of title is approved by the Zoning Administrator in accordance with this Subsection. The Zoning Administrator is designated as the land use authority for the purpose of reviewing and approving boundary line adjustments pursuant to the provisions of this subsection and Utah Code Ann. Section §10-9a-608(7) (2014). The Zoning Administrator shall approve an exchange of title under this Subsection if no new dwelling lot or housing unit will result from the exchange of title; and the exchange of title will not result in a violation of any land use ordinance. If an exchange of title is approved under this Subsection, a notice of approval shall be recorded in the office of the county recorder which is executed by each owner included in the exchange and by the Zoning Administrator, contains an acknowledgment for each party executing the notice in accordance with the provisions of Utah Code Ann. §57-

2a (1988 – 2007), Recognition of Acknowledgments Act, recites the descriptions of both the original parcels and the parcels created by the exchange of title and contains a certificate of approval by the City, signed by the Zoning Administrator and attested by the City Recorder. A conveyance of title reflecting the approved change shall be recorded in the office of the county recorder. A notice of approval recorded under this subsection does not act as a conveyance of title to real property and is not required for the recording of a document purporting to convey title to real property.

(9)

(a) The name of a recorded subdivision may be changed by recording an amended plat making that change, as provided in this section and subject to Subsection (9)(c).

(b) The surveyor preparing the amended plat shall certify that the surveyor:

(i) holds a license in accordance with Utah Code Ann. §58-22 (1994 – 2017), Professional Engineers and Professional Land Surveyors Licensing Act;

(ii) has completed a survey of the property described on the plat in accordance with Utah Code Ann. Section §17-23-17 (2016) and has verified all measurements; and

(iii) has placed monuments as represented on the plat.

(c) An owner of land may not submit for recording an amended plat that gives the subdivision described in the amended plat the same name as a subdivision in a plat already recorded in the county recorder's office.

(d) Except as provided in Subsection (9)(a), the recording of a declaration or other document that purports to change the name of a recorded plat is voidable. (Utah Code Ann. §10-9a-608 (2014))

21.8.2 City Council Consideration Of Petition To Vacate Or Change A Plat

(1) If the City Council is satisfied that the public interest will not be materially injured by the proposed vacation, alteration, or amendment, and that there is good cause for the vacation, alteration, or amendment, the land use authority may vacate, alter, or amend the plat or any portion of the plat, subject to Section 21.8.3.

(2) The City Council may approve the vacation, alteration, or amendment by signing an amended plat showing the vacation, alteration, or amendment.

(3) The City Council shall ensure that the amended plat showing the vacation, alteration, or amendment is recorded in the office of the county recorder in which the land is located.

(4) If an entire subdivision is vacated, the City Council shall ensure that a resolution containing a legal description of the entire vacated subdivision is recorded in the county recorder's office. (Utah Code Ann. §10-9a-609 (2014))

PLANNING COMMISSION RESPONSE

In the Planning Commission meeting on Nov. 2, 2023 Thane Smith presented this item. The concluding discussions were centered around Lakeview Business Park coming back with revisions to the Amended Development Agreement that would include wording that would somewhat limit the authority of the City Planning Department to modify all aspects of the Development. But, at the same time, give them the ability to approve items in a timely manner that would facilitate a faster approval process for Lakeview Business Park to satisfy the needs of prospective buyers.

PLANNING STAFF ANALYSIS

It is becoming more common in our daily interaction with developers that they feel they need to have a quicker turn around on projects. To shorten the time frame they are requesting only staff approval on development processes. We are seeing this in recent legislative action on the Hill.

PLANNING STAFF RECOMMENDATION

City Staff feels that it is important that the Planning Commission and the City Council are kept informed as to any changes made with this property and all recorded properties in Grantsville City now and in the future. Bypassing these Administrative and Legislative Bodies within Grantsville City with a staff approval process reduces the decision making processes we have in place that provide a diversified and experienced perspective and a more complete informed decision.

Agenda Item #7

Consideration of Resolution 2023-72
Approving the Plat Amendment for
Lakeview Phase 2

**GRANTSVILLE CITY
RESOLUTION NO. 2023-72**

**A RESOLUTION APPROVING THE FINAL PLAT AMENDMENT FOR THE
LAKEVIEW BUSINESS PARK LOCATED AT 323 NORTH SHEEP LANE TO DIVIDE
LOT TWO INTO TWO (2) BUILDING PADS IN THE MG ZONE**

Be it enacted and ordained by the City Council of Grantsville City, Utah as follows:

WHEREAS, RG Lakeview, LLC submitted an application for a final subdivision plat amendment for the Lakeview Business Park located at 323 North Sheep Lane in Grantsville City, Utah to divide lot two into two (2) buildable lots in the MG zone;

WHEREAS, the proposed amendments of the subject property are permitted in the MG zone as indicated in the Grantsville City Land Use Management and Development Code (GLUMDC);

WHEREAS, the Grantsville City Planning and Zoning Commission reviewed the final plat amendment in a regularly scheduled public meeting for compliance with the requirements of the pertinent Grantsville City code requirements, and found that the proposed final plat amendment has met or can meet the requirements of GLUMDC;

WHEREAS, RG Lakeview, LLC is required to construct certain public improvements;

WHEREAS, the Grantsville City Council hereby determines that it is in the best interest of the City to approve the final subdivision plat amendment for RG Lakeview, LLC and the Lakeview Business Park in Grantsville City, Utah to divide lot two into two (2) buildable lots in the MG zone.

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

Section 1. Final Plat. The City of Grantsville approves the Final Plat Amendment provided in Exhibit A.

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

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS
6TH DAY OF DECEMBER, 2023.

BY ORDER OF THE
GRANTSVILLE CITY COUNCIL

By Mayor Neil Critchlow

ATTEST

Braydee Baugh, City Recorder



Planning and Zoning

336 W. Main Street • Grantsville, UT 84029

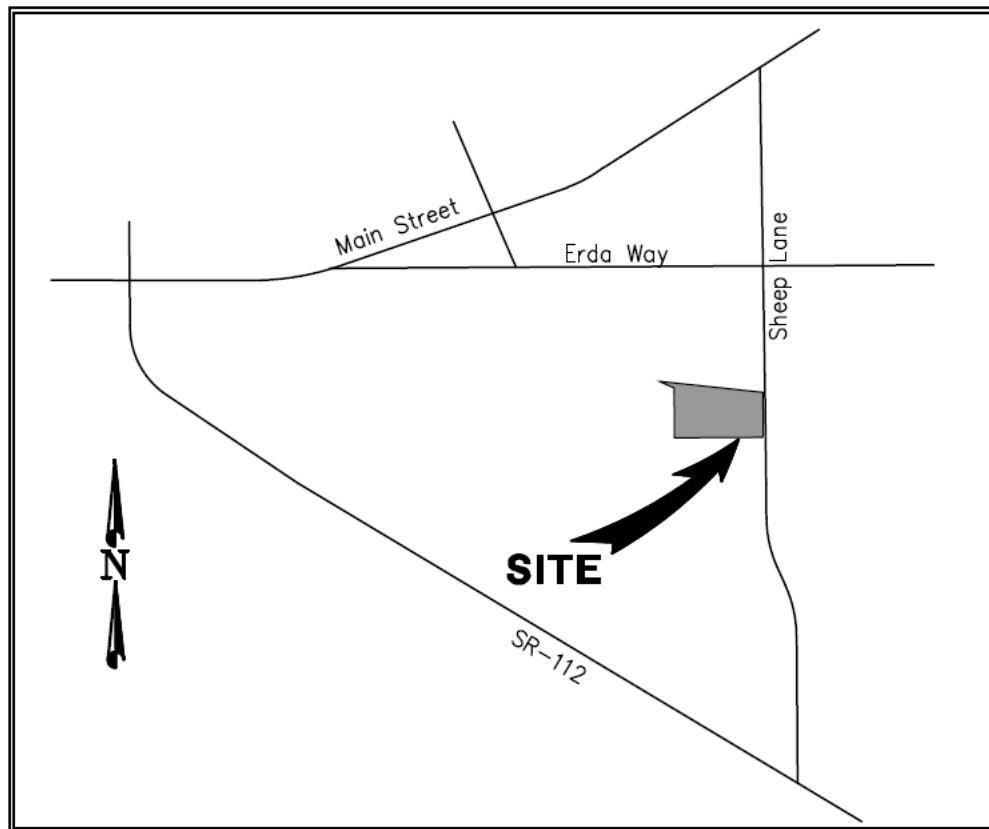
Phone: (435) 884-1674 • Fax: (435) 884-0426

Permit# 2023137

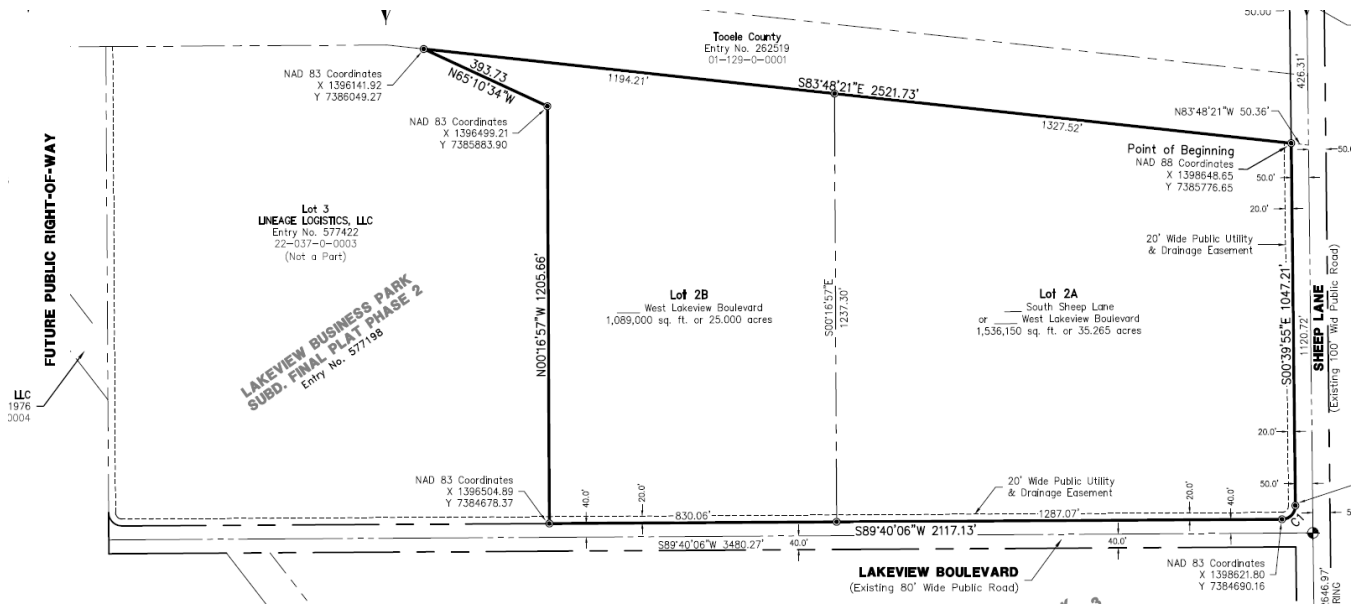
Lakeview Business Park Subdivision Phase 2, Lot 2 Amended Summary and Recommendation

Parcel ID:	22-037-0-0002	Meeting Date:	Nov. 16, 2023
Property Address:	242 South Sheep Ln.	Current Zone/Proposed Zone	MG-EX
Applicant Name:	RG Lakeview, LLC		
Request:	Split lot 2, Phase 2		
Prepared by:	Cavett Eaton		

SITE & VICINITY DESCRIPTION



Vicinity Map
1" = 4000'



ISSUES OF CONCERN/PROPOSED MITIGATION

None.

NEIGHBORHOOD RESPONSE

None as of the completion of this report.

PLANNING STAFF ANALYSIS

Splitting this larger lot in the Lakeview Business Park to accommodate a potential buyer poses a relatively benign impact on this development overall. In order for the owners to be flexible and accommodating to potential business interests and considering the current economic challenges, client driven adjustments of this type are often necessary and will continue to strengthen Economic Development within Grantsville City.

PLANNING STAFF RECOMMENDATION

The Planning Staff recommends approving this request.

Agenda Item #8

Consideration of Resolution 2023-73
Approving the Master Development
Agreement for Harvest Meadows
Subdivision

**GRANTSVILLE CITY
RESOLUTION NUMBER 2023-73**

**A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT FOR THE
HARVEST MEADOW SUBDIVISION**

WHEREAS, Grantsville City hereby determines that it will be in the best interest of the City to allow development of the subject property in accordance with a Development Agreement between the parties; and

WHEREAS, a Development Agreement will allow defined construction of public infrastructure by the Developer on the Property; and

WHEREAS, the City Council hereby finds this action is in the best interest of the public's health, safety and general welfare.

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

Section 1. Development Agreement. The City of Grantsville approves the Development Agreement provided in Exhibit A, otherwise known as the Development Agreement for the Harvest Meadow Subdivision.

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

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY,
THIS 6th DAY OF DECEMBER, 2023.

BY ORDER OF THE

By Mayor Neil Critchlow

ATTEST

Braydee Baugh, City Recorder



Planning and Zoning

336 W. Main Street • Grantsville, UT 84029

Phone: (435) 884-1674 • Fax: (435) 884-0426

Development Agreement

Master Development Agreement for Harvest Meadow Subdivision

Parcel ID: 16-075-0-004A
Property Address: 948 S QUIRK ST

Meeting Date: November 16th, 2023
Current Zone/Proposed Zone R-1-21

Applicant Name: ANDY LEWIS CONSTRUCTION LLC
Request: Andy Lewis
Prepared by: Cavett Eaton

PROJECT DESCRIPTION

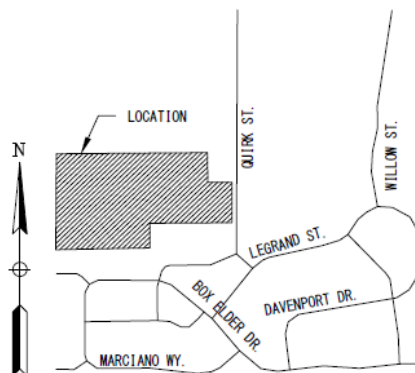
This is the modified and improved Development Agreement for Harvest Meadow Subdivision.

Notes from City Council Minutes

2022.11.16 City Council Regular Meeting

Consideration of Resolution 2022-73 approving the Development Agreement for the Harvest Meadows Subdivision
This item was pulled prior to the meeting

SITE & VICINITY DESCRIPTION



VICINITY MAP

1 INCH = 2000 FT

PLANNING STAFF ANALYSIS

It is the understanding of City Staff that Willow Street road improvements are being added as part of this development that weren't required, and the developer is being credited as fees in lieu for potential impact fee in each of the phases.

Exhibit A

WHEN RECORDED, RETURN TO:

Brett Coombs, Esq.
Grantsville City Attorney
429 East Main Street
Grantsville City, Utah 84029

GRANTSVILLE CITY
MASTER DEVELOPMENT AGREEMENT
FOR
HARVEST MEADOWS SUBDIVISION

THIS MASTER DEVELOPMENT Agreement (“**Agreement**”) is made and entered as of the _____ day of _____, 2023, by and between Grantsville City, a municipal corporation of the State of Utah (“**City**”) and Andy Lewis, Greg DeHaan, and Scooter II, LLC, a limited liability company of the State of Utah (“**Developer**”).

RECITALS

- A. The capitalized terms used in this Agreement and in these Recitals are defined in Section 1.2, below.
- B. Developer owns and is developing the Property as a single-family residential subdivision. Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Preliminary Plat and Final Plat for each phase. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.
- C. The Parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 (2005) *et seq.* This Agreement conforms with the intent of the City’s General Plan and the Zoning.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree to the following, incorporating by reference the prior recitals as if fully set forth herein:

TERMS

1. **Definitions.** As used in this Agreement, the words and phrases specified below shall have the following meanings:
 - 1.1. **Agreement** means this Master Development Agreement including all of its Exhibits and Addenda, including Addenda added after this Agreement is executed.
 - 1.2. **Applicant** means a person or entity submitting a Development Application.
 - 1.3. **Buildout** means the completion of all of the development in each phase of the entire Project in accordance with this Agreement.

Request: Development Agreement

- 1.4. **City** means Grantsville City, a political subdivision of the State of Utah.
- 1.5. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this Agreement.
- 1.6. **Council** means the elected City Council of the City.
- 1.7. **Default** means a breach of this Agreement as specified herein.
- 1.8. **Developer** means Andy Lewis, Greg DeHaan, and Scooter II, LLC and his/its successors/assignees as permitted by this Agreement.
- 1.9. **Development** means the development of any portion of the Property pursuant to an approved Development Application.
- 1.10. **Development Application** means an application to the City for development of a portion of the Project or any other permit, certificate or other authorization from the City required for development of the Project.
- 1.11. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2019), and approved by the City, subdividing any portion of the Project.
- 1.12. **GLUDMC** means the Grantsville Land Use Management and Development Code.
- 1.13. **LUDMA** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2005), *et seq.*
- 1.14. **Maximum Residential Units** means the development on the Property of Harvest Meadows Subdivision, ninety-six (96) Residential Dwelling Units
- 1.15. **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another party.
- 1.16. **Party/Parties** means, in the singular, Developer or the City; in the plural Developer and the City.
- 1.17. **Final Plat** means the final plat for the development of the Project, which has been approved by the City and which is attached as Exhibit "B."
- 1.18. **Project** means the residential subdivision to be constructed on the Property, in phases, pursuant to this Agreement with the associated Public Infrastructure and private facilities, and all of the other aspects approved as part of this Agreement.
- 1.19. **Property** means the real property owned by and to be developed by Developer more fully described in Exhibit A.
- 1.20. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City or other public entities as a condition of the approval of a Development Application.
- 1.21. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as attached residences as illustrated on the Final Plan.
- 1.22. **Zoning** means the R-1-21 zoning of the Property.
2. **Development of the Project.**
 - 2.1. **Compliance with the Final Plat and this Agreement.** Development of the Project shall be in accordance with LUDMA, GLUDMC, the City's Future Laws (to the extent they are applicable as specified in this Agreement), the Preliminary Plat, the Final Plat and this Agreement.
 - 2.2. **Maximum Residential Units.** At Buildout, Developer shall be entitled to have developed the Maximum Residential Units of the type and in the general location as shown on the Final Plat.
3. **Vested Rights.**
 - 3.1. **Vested Rights Granted by Approval of this Agreement.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grants to Developer all rights to develop the Project in fulfillment of this Agreement, LUDMA, GLUDMC, the Zoning of the Property, and the Final Plat except as specifically provided herein. The Parties specifically intend that this Agreement grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2019).
 - 3.2. **Exceptions.** The vested rights and the restrictions on the applicability of the City's Future Laws to the Project as specified in Section 3.1 are subject to the following exceptions:
 - 3.2.1. **Developer Agreement.** The City's Future Laws or other regulations to which the Developer agrees in writing;
 - 3.2.2. **State and Federal Compliance.** The City's Future Laws or other regulations which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;
 - 3.2.3. **Codes.** Any City's Future Laws that are updates or amendments to existing building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate

Request: Development Agreement

concerns related to public health, safety or welfare;

3.2.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated; or,

3.2.5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

3.2.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City pursuant to Utah Code Ann. Section 11-36a-101 (2011) *et seq.*

3.2.7. Planning and Zoning Modification. Changes by the City to its planning principles and design standards as permitted by Local, State or Federal law.

3.2.8. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2020).

4. Term of Agreement. Unless earlier terminated as provided for herein, the term of this Agreement shall be until January 31, 2027. If Developer has not been declared to be currently in Default as of January 31, 2027, then this Agreement shall be automatically extended until January 31, 2032. This Agreement shall also terminate automatically at Buildout.

5. Addenda Addendum No. 1 contains the provisions of this Agreement that are specific to the development of the Project. Any future phases of the Project may require added addenda. If there is a conflict between this Agreement and Addendum No. 1 or any future addenda, then Addendum No. 1 and the future addenda shall control.

6. Public Infrastructure.

6.1. Construction by Developer. Developer, at Developer's cost and expense, shall have the right and the obligation to construct or cause to be constructed and install all Public Infrastructure reasonably and lawfully required as a condition of approval of this Development Application pursuant to GLUDMC. Such construction must meet all applicable standards and requirements and must be approved by the City's Engineer and Public Works Director.

6.2. Responsibility Before Acceptance. Developer shall be responsible for all Public Infrastructure covered by this Agreement until final inspection of the same has been performed by the City, and a final acceptance and release has been issued by the City. The City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring to the Public Infrastructure, nor shall any officer or employee thereof, be liable for any persons or property injured by reason of said Public Infrastructure; all of such liabilities shall be assumed by the Developer.

6.3. Warranty. Developer shall repair any defect in the design, workmanship or materials in all Public Infrastructure which becomes evident during a period of one year following the acceptance of the improvements by the City Council or its designee (Durability Testing Period). If during the Durability Testing Period, any Public Infrastructure shows unusual depreciation, or if it becomes evident that required work was not done, or that the material or workmanship used does not comply with accepted standards, said condition shall, within a reasonable time, be corrected.

6.4. Timing of Completion of Public Infrastructure. In accordance with the diligence requirements for the various types of approvals as described in the GLUDMC, construction of the required Public Infrastructure for each phase shall be completed within one year after the City Council grants final plat approval for that phase and prior to recordation of the mylar for that phase. Upon a showing of good and sufficient cause by Developer the City shall, in accordance with the provisions of GLUDMC, extend the time of performance if requested prior to expiration of the completion date.

6.5. Bonding. In connection with any Development Application, Developer shall provide bonds or other development security, including warranty bonds, to the extent required by GLUDMC, unless otherwise provided by Utah Code § 10-9a-101, *et seq.* (2005), as amended. The Applicant shall provide such bonds or security in a form acceptable to the City or as specified in GLUDMC. Partial releases of any such required security shall be made as work progresses based on GLUDMC.

6.6. City Completion. The Developer agrees that in the event he does not: (a) complete all improvements within the time period specified under paragraph two above, or secure an extension of said completion date, (b) construct said improvements in accordance with City standards and as set forth in Paragraph one above, or (c) pay all claimants for material and labor used in the construction of said improvements, the City shall be entitled to declare the developer(s) in default, request and receive the funds held by the guarantor as surety and utilize the monies obtained to install or cause to be installed any uncompleted improvements and/or to pay any outstanding claims, as applicable. Provided however, that the City shall not be responsible for any work beyond the amount of funds so provided. Any funds remaining after completion of the improvements shall be returned to the Guarantor. The Developer further agrees to be personally liable for any cost of improvements above the amount made available under the terms of this agreement.

7. Upsizing/Reimbursements to Developer.

Request: Development Agreement

7.1. **Upsizing.** The City shall not require Developer to “upsized” any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing to the extent required by law.

7.2. The City and Developer hereby agree that the City requested that Developer widen Quirk Street to 25 feet half width. That area of additional paving required 240 cubic yards of excavation, 113 cubic yards of granular borrow, 85 cubic yards of road base, and 86 tons of asphaltic paving. The total value to the City for these improvements was \$14,231.07. The Parties agree that Developer is hereby credited \$14,231.07 towards Developer’s impact fees due.

8. **Default.**

8.1. **Notice.** If Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

8.2. **Contents of the Notice of Default.** The Notice of Default shall:

8.2.1. **Specific Claim.** Specify the claimed event of Default;

8.2.2. **Applicable Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default; and

8.2.3. **Optional Cure.** If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration, if weather conditions permit.

8.3. **Remedies.** Upon the occurrence of any Default, and after notice as required above, then the parties may have the following remedies:

8.3.1. **Law and Equity.** All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

8.3.2. **Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

8.3.3. **Future Approvals.** The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Developer until the Default has been cured.

8.4. **Public Meeting.** Before any remedy in Section 8.3 may be imposed by the City, the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

8.5. **Default of Assignee.** A default of any obligations expressly assumed by an assignee shall not be deemed a default of Developer.

8.6. **Limitation on Recovery for Default – No Damages against the City.** Anything in this Agreement notwithstanding, Developer shall not be entitled to any claim for any monetary damages as a result of any breach of this Agreement and Developer waives any claims thereto. The sole remedy available to Developer and any assignee shall be that of specific performance.

9. **Notices.** All notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Developer:

Greg DeHaan

To the City:

Grantsville City
Attn: Mayor
429 East Main Street
Grantsville, Utah 84029

10. **Dispute Resolution.** Any disputes shall be resolved pursuant to Addendum No. 2.

11. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits are hereby incorporated into this Agreement.

12. **Headings.** The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidences of intent.

13. **No Third-Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City, or Developer. Except as specifically set forth herein, the parties do not intend this Agreement to create any third-party beneficiary rights.

14. **Assignability.** The rights and responsibilities of Master Developer under this Agreement may be assigned in whole or in part, respectively, by Developer with the consent of the City as provided herein.

14.1. **Sale of Lots.** Developer’s selling or conveying lots in any approved subdivision shall not be deemed to be an assignment.

14.2. **Related Entity.** Developer’s transfer of all or any part of the Property to any entity “related” to Developer

Request: Development Agreement

(as defined by regulations of the Internal Revenue Service in Section 165), Developer's entry into a joint venture for the development of the Project or Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an assignment. Developer shall give the City Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

14.3. **Process for Assignment.** Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee. Unless the City objects in writing within twenty (20) business days of notice, the City shall be deemed to have approved of and consented to the assignment. The City shall not unreasonably withhold consent.

14.4. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment Master Developer shall not be released from any future obligations as to those obligations which are assigned but shall remain jointly and severally liable with assignee(s) to perform all obligations under the terms of this Agreement which are specified to be performed by Developer.

14.5. **Complete Assignment.** Developer may request the written consent of the City of an assignment of Developer's complete interest in this Agreement, which consent shall not be unreasonably withheld. In such cases, the proposed assignee shall have the qualifications and financial responsibility necessary and adequate, as required by the City, to fulfill all obligations undertaken in this Agreement by Developer. The City shall be entitled to review and consider the ability of the proposed assignee to perform, including financial ability, past performance and experience. After review, if the City gives its written consent to the assignment, Developer shall be released from its obligations under this Agreement for that portion of the Property for which such assignment is approved.

15. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

16. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

17. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

18. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

19. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representative for the City shall be the City Manager. The initial representative for Developer shall be Andy Lewis. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Project.

20. **Applicable Law.** This Agreement is entered into in Tooele County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

21. **Venue.** Any action to enforce this Agreement shall be brought only in the Third District Court, Tooele County in and for the State of Utah.

22. **Entire Agreement.** This Agreement, and all Exhibits thereto, documents referenced herein, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

23. **Mutual Drafting.** Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against any Party based on which Party drafted any particular portion of this Agreement.

24. **No Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.

25. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto.

26. **Recordation and Running with the Land.** This Agreement shall be recorded in the chain of title for the Project. This Agreement shall be deemed to run with the land.

27. **Priority.** This Agreement shall be recorded against the Property senior to any respective covenants and any debt security instruments encumbering the Property.

28. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully

Request: Development Agreement

binding the City pursuant to Resolution No. 2022-24 adopted by the City on May 4th, 2022.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

DEVELOPER
ANDY LEWIS CONSTRUCTION

GRANTSVILLE CITY

By: _____
Its: _____

By: Jesse Wilson
Its: City Manager

DEVELOPER
GREG DeHAAN

By: _____
Its: _____

DEVELOPER
SCOOTER II, LLC

By: _____
Its: _____

Approved as to form and legality:

Attest:

City Attorney

City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF TOOELE)

On the ____ day of _____, 2022 personally appeared before me Jesse Wilson who being by me duly sworn, did say that he is the Mayor of Grantsville City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

Request: Development Agreement
DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On the ____ day of _____, 20__, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of _____, a _____ and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On the ____ day of _____, 20__, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of _____, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On the ____ day of _____, 20__, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of _____, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

TABLE OF EXHIBITS

Exhibit "A"

Exhibit "B"

Addendum No. 1

Addendum No. 2

Legal Description of Property

Final Plat

Specific Project Terms

Dispute Resolution Procedures

Request: Development Agreement

Exhibit "A"
Legal Description of Property

Exhibit "B"
Final Plat

**HARVEST MEADOWS SUBDIVISION
ADDENDUM NO.1**

TERMS

1. **Definitions.** The capitalized terms used in this Addendum No. 1 shall have the meanings set forth in the MDA unless otherwise specified herein.
2. **Modifications to GLUDMA and Other City Standards.** The City has agreed to the following exceptions to the GLUDMA and Grantsville City Construction Standards and Specifications:
 - a. The Development complies with GLUDMA and other City Standards.
3. **Offsite Improvements:**
 - a. Street Improvements: The Developer shall construct an ADA accessible pedestrian crossing at the intersection of Quirk Street and Axe Handle Drive to connect with the existing trail located on the west side of Quirk Street as part of Phase 1. The pedestrian crossing includes a contiguous hard surface pathway from the intersection to the trail, cross walk striping, and warning signage and pedestrian crossing signals with hand activated solar power LED flashing beacons.
4. **Open Space:**
 - a. The Developer shall provide Grantsville City a fee-in-leu for the raw ground (undeveloped) value of 6.35 acres also described as 10% of the total parcel acreage at a value of \$ 175,631.73 The funds shall be deposited with Grantsville City at an equivalent of \$ 1,829.50 per lot per phase (\$ 175,631.73 divided by 96 lots) prior to recording of each phase.
 - b. Grantsville City shall utilize the fee in leu open space funds provided by the Developer for procurement and/or improvement of open space, parks, and/or trails within ½ mile of the proposed development.
 - c. Grantsville City shall utilize the fee in leu open space funds provided by the Developer for procurement and/or improvement of open space, parks, and/or trails within ½ mile of the proposed development.
5. **Construction Coordination:**
 - a. The Developer shall provide the City 48 hours' notice to coordinate with the City prior to working on or around existing City water and sewer infrastructure.
 - b. All connections to City water and sewer infrastructure shall be inspected by the City prior to back-filling.
 - c. The Developer shall request inspections at least 48 hours prior to the day the Contractor desires the inspection to occur.
 - d. The Developer shall request disinfection testing at least 48 hours prior to the day the Contractor desires the testing to occur.

**Addendum No. 2
(Dispute Resolution)**

1. **Meet and Confer.** The City and Developer/Applicant shall meet within fifteen (15) business days of any dispute under this Agreement to resolve the dispute.

2. **Mediation.**

2.1. Disputes Subject to Mediation. Disputes that are not subject to arbitration provided in Section 3 shall be mediated.

2.2. Mediation Process. If the City and Developer/Applicant are unable to resolve a disagreement subject to mediation, the Parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the Parties are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Developer/Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days from selection, or such other time as is reasonable under the circumstances, review the positions of the Parties regarding the mediation issue and promptly attempt to mediate the issue between the Parties. If the Parties are unable to reach an agreement, the Parties shall request that the mediator notify the Parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the Parties.

Agenda Item #9

Consideration of Resolution 2023-74
Approving the Budget Amendment for
the 2024 Fiscal Year

**GRANTSVILLE CITY
RESOLUTION NO. 2023-74**

**A RESOLUTION AMENDING THE 2023-2024 GRANTSVILLE CITY GENERAL
BUDGET**

WHEREAS, Utah Law allows for the amendment of the budgets of municipalities to reflect changes in revenues and expenditures and to make transfers between departments to meet the best interests of the municipality; and

WHEREAS, Grantsville City has complied with the notice and public hearing requirements of the Utah Law in considering an amendment of its 2023-2024 fiscal year budget; and

WHEREAS, the City Council of Grantsville City has determined that an amendment to its 2023-2024 budget is in the best interest of Grantsville City and its residents and in order for the budget to match the actual revenues and expenditures of the City.

NOW THEREFORE, IT IS HEREBY RESOLVED that the amended Grantsville City Budgets as attached hereto, for the 2023-2023 fiscal year of Grantsville City, Utah are hereby adopted. That any balances in the General Fund in excess of five percent (5%) shall be designated to be used within Grantsville City's Capital Facilities Plan as specified in Utah Code Annotated §10-6-116(5)(a) (2021).

Section 1. Severability Clause. If any part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution and all provisions, clauses and words of this Resolution shall be severable.

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS

6th DAY OF DECEMBER, 2023.

BY ORDER OF THE
GRANTSVILLE CITY COUNCIL

By Mayor Neil Critchlow

ATTEST

Braydee Baugh, City Recorder

BUDGET AMENDMENT FY24

Account Number	Account Title	Current Budget	Proposed Budget	Change
GENERAL FUND				
103610	INTEREST INCOME	\$608,239.00	\$762,239.00	\$154,000.00
103357	CLASS C ROAD, FWD. PREVIOUS YR	\$258,000.00	\$558,000.00	\$300,000.00
153221	BUILDING PERMIT FEE	\$560,000.00	\$563,500.00	\$3,500.00
173840	PRIOR YEAR SURPLUS USED CD	\$30,500.00	\$34,000.00	\$3,500.00
TOTAL CHANGE GENERAL REVENUE		\$1,456,739.00	\$1,917,739.00	\$461,000.00
105463	DUES AND FEES	\$0.00	\$149,000.00	\$149,000.00
105511	SALARIES AND WAGES	\$36,000.00	\$38,000.00	\$2,000.00
106011	SALARIES AND WAGES	\$141,000.00	\$130,000.00	-\$11,000.00
106013	EMPLOYEES BENEFITS	\$55,000.00	\$51,000.00	-\$4,000.00
106180	CAPITAL PROJECTS	\$0.00	\$300,000.00	\$300,000.00
106481	CAPITAL PROJECTS	\$36,500.00	\$40,500.00	\$4,000.00
106545	HISTORIC BOOK	\$10,000.00	\$24,000.00	\$14,000.00
155611	SALARIES AND WAGES	\$430,000.00	\$433,500.00	\$3,500.00
175211	SALARIES AND WAGES	\$400,000.00	\$403,500.00	\$3,500.00
TOTAL CHANGE GENERAL EXPENSE		\$1,108,500.00	\$1,569,500.00	\$461,000.00
WATER FUND				
513000	USE OF WA CAP FUNDS - PTIF	\$350,400.00	\$689,000.00	\$338,600.00
513030	METERED WATER SALES	\$1,950,000.00	\$1,963,500.00	\$13,500.00
TOTAL CHANGE WATER REVENUE		\$2,300,400.00	\$2,652,500.00	\$352,100.00
514011	SALARIES AND WAGES	\$611,500.00	\$622,000.00	\$10,500.00
514013	EMPLOYEES BENEFITS	\$175,000.00	\$178,000.00	\$3,000.00
514089	HUNSAKER WELL	\$0.00	\$338,600.00	\$338,600.00
TOTAL CHANGE WATER EXPENSE		\$786,500.00	\$1,138,600.00	\$352,100.00

SEWER FUND

523031 SEWER SERVICE CHARGES	\$1,650,000.00	\$1,672,500.00	\$22,500.00
TOTAL CHANGE SEWER REVENUE	\$1,650,000.00	\$1,672,500.00	\$22,500.00
524011 SALARIES AND WAGES	\$585,000.00	\$590,000.00	\$5,000.00
524013 EMPLOYEES BENEFITS	\$166,500.00	\$168,000.00	\$1,500.00
524082 CAPITAL EQUIPMENT	\$109,500.00	\$125,500.00	\$16,000.00
TOTAL CHANGE SEWER EXPENSE	\$861,000.00	\$883,500.00	\$22,500.00

GARBAGE FUND

553031 REFUSE COLLECTION CHARGES	\$815,000.00	\$836,500.00	\$21,500.00
TOTAL CHANGE GARBAGE REVENUE			
554024 GARBAGE CANS	\$45,000.00	\$66,500.00	\$21,500.00
TOTAL CHANGE GARBAGE EXPENSE			

Agenda Item #10

Consideration of Ordinance 2023-14
Approving the Amendment to the
Grantsville Land Use Code to allow the
Conditional Us of Drive Through
Restaurants in the C-N Zone.

**GRANTSVILLE
ORDINANCE 2023-14**

DRIVE THRU RESTAURANTS IN CN ZONE

AN ORDINANCE AMENDING THE GRANTSVILLE CITY LAND USE DEVELOPMENT AND MANAGEMENT CODE, CHAPTER 16.8, USE TABLE FOR COMMERCIAL AND INDUSTRIAL DISTRICTS, TO CONDITIONALLY PERMIT THE CONSTRUCTION AND OPERATION OF DRIVE-THRU RESTAURANTS IN THE NEIGHBORHOOD COMMERCIAL DISTRICT (CN-ZONE)

WHEREAS, the City Council from time to time finds it necessary to amend the use tables found in various chapters within the Grantsville City Land Use Development and Management Code; and

WHEREAS, the City Council hereby amends the use table applicable to the Neighborhood Commercial District (CN-Zone) to permit the construction and operation of a drive-thru restaurants; and

WHEREAS, the City Council hereby finds this action is in the best interest of the City's health, safety and general welfare.

NOW THEREFORE, be it ordained by the Council of the Grantsville, in the State of Utah, as follows:

SECTION 1: AMENDMENT “16.8 Codes And Symbols And Use Table 16.1” of the Grantsville Land Use Ordinances is hereby *amended* as follows:

BEFORE AMENDMENT

16.8 Codes And Symbols And Use Table 16.1

(1) In the following sections of this chapter, uses of land or buildings which are allowed in various districts are shown as "permitted uses," indicated by a "P" in the appropriate column, or as a "conditional use," indicated by a "C" in the appropriate column. If a use is not allowed in a given district, it is either not named in the use list or it is indicated in the appropriate column by a dash, "-". If a regulation applies in a given district, it is indicated in the appropriate column by a numeral to show the linear or square feet required, or by the letter "A". If the regulation does not apply, it is indicated in the appropriate column by a dash, "-". No building, structure or land shall be used and no building or structure shall be hereafter erected, structurally altered, enlarged or maintained in the multiple use, agricultural, or rural residential districts except as provided in this Code.

Table 16.1 Use Regulations

USE	C-N	C-S	C-G	C-D	M-D	M-G	MD-EX
<u>COMMERCIAL</u>							
Cabinet and Woodworking Mills	-	-	C	C	P	P	-
Bakery, Commercial	-	-	P	C	P	P	-
Blacksmith Shop	-	-	P	C	P	P	-
Carpet Cleaning	-	-	P	C	P	P	-
Commercial Laundries, Linen Service and Dry Cleaning	-	-	P	C	P	P	-
Convenience Store	C	P	P	C	P	P	-
Diaper Service	-	-	P	C	P	P	-
Gas Station (sales and/or minor repairs)	C	P	P	C	P	P	-
Greenhouse for Food and Plant Production	-	-	P	C	P	P	-
Heavy Equipment (Rental)	-	-	-	C	P	P	-
Heavy Equipment (Sales and Service)	-	-	-	C	P	P	-
Laboratory: Medical, Dental, Optical	-	-	P	C	-	-	-
Laboratory: Testing	-	C	P	C	P	P	-
Mini-warehouse	-	-	P	C	P	-	-
Motion Picture Studio	-	P	P	C	-	-	-
Photofinishing Lab	-	P	P	C	P	P	-
Plant and Garden Shop, including outdoor retail sales area	C	C	C	C	-	-	-
Precision Equipment Repair	-	-	P	C	P	P	-
Twin Commercial Units	C	C	C	C	C	C	-
Sign Painting/Fabrication	-	-	P	C	P	P	-
Welding Shop	-	-	P	C	P	P	-
Wholesale Distributors	-	-	P	C	P	P	-

Tobacco Specialty Store: This use is not permitted in any part of the proposed or existing building containing the use is located within 1,000 feet from (a) any school (public or private kindergarten, elementary, middle, charter, junior high, or high school), public park, public recreation facility, youth center, library, or church and (b) any other Tobacco Specialty Store. Distances shall be measured in a straight line, without regard to intervening structures or zoning districts, from a Tobacco Specialty Store structure to the property line of a school, public park, library, church, youth center, cultural activity, residential use, zoning district boundary, or other Tobacco Specialty Store.	-	C	C	C	P	P	-
<u>MANUFACTURING</u>	C-N	C-S	C-G	C-D	M-D	M-G	MD-EX
Chemical Manufacturing and Storage	-	-	-	-	-	C	-
Concrete Manufacturing	-	-	-	-	-	P	-
Drop-Forge Industry	-	-	-	-	-	P	-
Explosive Manufacturing and Storage	-	-	-	-	-	C	-
Flammable Liquids or Gases, Heating Fuel Distribution & Storage	-	-	-	-	-	P	-
Grain Elevator	-	-	-	-	-	P	-
Bottling Plant	-	-	-	C	P	P	-
Cabinet Making/Woodworking Mills	-	-	-	C	P	P	-
Heavy Manufacturing	-	-	-	-	-	P	-
Incinerator, Medical	-	-	-	-	-	C	-

Waste/Hazardous Waste							
Industrial Assembly	-	-	-	C	P	P	-
Light Manufacturing	-	-	-	C	P	P	-
Moving and Storage	-	-	-	C	P	P	-
Paint Manufacturing	-	-	-	-	-	P	-
Publishing Company	-	-	-	C	P	P	-
Railcar fabrication, repair and cleaning	-	-	-	-	-	C	C
Recycling Collection Station	-	-	-	C	P	P	-
Recycling Processing Center	-	-	-	C	C	P	-
Rock, Sand, and Gravel Storage and Distribution	-	-	-	-	-	C	C
Truck Freight Terminal	-	-	-	C	P	P	-
Sign Painting/Fabrication	-	-	-	C	P	P	-
Warehousing	-	-	-	C	P	P	-
<u>OFFICE AND RELATED USES</u>	C-N	C-S	C-G	C-D	M-D	M-G	MD-EX
Financial Institution, without drive through facilities	C	P	P	C	P	P	-
Financial Institution, with drive through facilities	-	P	P	C	P	P	-
Offices	C	P	P	C	P	P	-
Veterinary Offices, operating entirely within an enclosed building and keeping animals	-	-	P	C	P	-	-
<u>RETAIL SALES & SERVICES</u>	C-N	C-S	C-G	C-D	M-D	M-G	MD-EX
Auction Sales	-	P	P	C	-	-	-
Automobile Repair, Major	-	P	P	C	P	-	-
Automobile Repair, Minor	C	P	P	C	P	-	-
Automobile Sales/Rental and Service	-	P	P	C	-	-	-
Boat/Recreational Vehicle Sales	-	P	P	C	-	-	-

and Service							
Car Wash	C	P	P	C	P	P	-
Convenience retail store	C	P	P	C	P	P	-
Department Stores	-	P	P	C	-	-	-
Equipment rental, indoor and outdoor	-	P	P	C	P	-	-
Furniture Repair Shop	-	P	P	C	P	P	-
Health and Fitness Facility	-	P	P	C	-	-	-
Large Truck Rental	-	-	P	C	P	P	-
Liquor Store	-	C	C	C	-	-	-
Manufactured Home Sales, Service, and Storage	-	-	P	C	P	-	-
Pawnshop	-	-	P	C	P	-	-
Restaurants, with drive through facilities	-	P	P	C	P	P	-
Restaurants, without drive through facilities	C	P	P	C	P	P	-
Retail Goods Establishments	C	P	P	C	-	-	-
Retail Services Establishments	C	P	P	C	P	P	-
Upholstery Shop	-	P	P	C	P	-	-
<u>RECREATIONAL, CULTURAL, AND ENTERTAINMENT</u>	C-N	C-S	C-G	C-D	M-D	M-G	MD-EX
Amusement Park	-	P	P	C	-	-	-
Art Gallery	C	P	P	C	-	-	-
Art Studio	C	P	P	C	-	-	-
Commercial Indoor Recreation	-	P	P	C	P	-	-
Commercial Outdoor Recreation	-	P	P	C	P	-	-
Commercial Video Arcade	-	C	C	C	-	-	-
Dance Studio	C	P	P	C	-	-	-
Live Performance Theaters	-	P	P	C	-	-	-
Miniature Golf	-	P	P	C	P	-	-

Movie Theaters	-	P	P	C	-	-	-
Private Club	-	C	C	C	P	-	-
Sexually Oriented Businesses (Amended 4/05)	-	-	-	-	C	-	-
Tavern/Lounge/Brew Pub; more than 5,000 sq. ft. in floor area	-	C	C	C	-	-	-
<u>RESIDENTIAL</u>	C-N	C-S	C-G	C-D	M-D	M-G	MD- EX
Dwelling Unit (Single Family)	C	C	C	C	C	C	-
Multi-Family Dwellings of a density not greater than 30 dwelling units per acre	-	-	-	C	-	-	-
Living Quarters for Caretaker or Security Guard	C	C	C	C	C	C	-
Conditional and permitted uses in the RM-7 zoning district	-	-	-	C	-	-	-
<u>INSTITUTIONAL</u>	C-N	C-S	C-G	C-D	M-D	M-G	MD- EX
Adult Day Care Center	C	P	P	C	P	P	-
Child Day Care Center or Pre- School (a commercial operation) Amended 9/2011	C	P	P	C	P	P	-
Government Facilities	C	P	P	C	P	P	-
Hospital	-	-	P	C	-	-	-
Medical or Dental Clinic	C	P	P	C	P	P	-
Museum	-	P	P	C	-	-	-
Music Conservatory	-	P	P	C	-	-	-
Places of Worship				C			
Schools, Professional and Vocational	C	P	P	C	P	P	-
Schools of higher education, community colleges, off campus facilities	-	-	-	C	C	C	-
<u>MISCELLANEOUS</u>	C-N	C-S	C-G	C-D	M-D	M-G	MD-

							EX
Accessory Uses, except those that are otherwise specifically regulated in this Chapter, or elsewhere in this Code	C	P	P	C	P	P	-
Animal Pound (Amended 10/02)	-	-	-	-	-	P	-
Kennel (Amended 10/02)	C	C	-	C	C	C	-
Auditorium	-	P	P	C	-	-	-
Automobile Salvage & Recycling (Indoor)	-	-	-	C	P	P	-
Automobile Salvage & Recycling (Outdoor)	-	-	-	C	C	P	-
Boilerworks	-	-	-	-	-	P	-
Bus Line Terminals	-	-	P	C	P	P	-
Bus Line Yards and Repair Facilities	-	-	-	C	-	P	-
Commercial Parking Garage or Lot	C	C	C	C	C	C	C
Personal Wireless Telecommunication Facilities (Amended 4/02)	-	C	C	C	-	-	-
Communication Towers	-	P	P	C	P	P	-
Communication Towers, exceeding the maximum building height, but not higher than 80 feet	-	-	C	C	C	C	-
Contractor's Yard/Office (with outdoor storage)	-	-	P	C	P	P	-
Crop Production	-	-	P	C	P	P	-
Display Room; Wholesale	-	-	-	C	P	P	-
Farmer's Market	-	P	P	C	P	-	-
Flea Market (indoor)	-	P	P	C	P	-	-
Flea Market (outdoor)	-	P	P	C	P	-	-
Funeral Home	-	P	P	C	-	-	-
Hotel or Motel	-	P	P	C	-	-	-

Limousine Service	-	C	P	C	P	P	-
Outdoor Sales and Display	-	P	P	C	P	-	-
Commercial Storage Units	-	C	C	C	C	C	-
Outdoor Storage	-	-	P	C	P	P	-
Poultry Farm or Processing Plant	-	-	-	-	-	P	-
Planned Unit Developments	C	C	C	C	C	C	-
Public/Private Utility Transmission Wires, Lines, Pipes, and Poles	C	P	P	C	P	P	-
Public/Private Utility Buildings and Structures	C	C	P	C	P	P	-
Radio, Television Station	-	C	P	C	P	P	-
Sewage Treatment Plant	-	-	-	C	C	C	-
Golf Course	-	C	C	C	C	C	-
Ambulance Services dispatching, staging, and maintenance conducted entirely within an enclosed building	-	P	P	C	P	P	-
Vehicle Auction Use	-	-	P	C	P	P	-
Governmental Uses and Facilities	C	C	C	C	C	C	-
Municipal Service Uses, including City Utility Uses, Police and Fire Stations	C	C	C	C	C	C	-
Correctional Facility, Detention Center, Jail, Penitentiary, Prison, Penal Institution (1 -249 beds)	-	-	-	-	C	C	C
Correctional Facility, Detention Center, Jail, Penitentiary, Prison, Penal Institution (250 or more beds)	-	-	-	-	-	-	-
<u>MINING AND EXCAVATION</u>	C-N	C-S	C-G	C-D	M-D	M-G	MD-EX
Accessory uses and buildings customarily incidental to conditional uses	-	-	-	-	-	-	C
Agriculture, grazing of animals, raising crops	-	-	-	-	-	-	P

Automobile and truck service station	-	-	-	-	-	-	C
Cast stone, cement, cinder, terra cotta, tile brick, synthetic cast stone, block, pumice stone, and gypsum products	-	-	-	-	-	-	C
Coffee Shop	-	-	-	-	-	-	C
Construction equipment and supply trailer, temporary	-	-	-	-	-	-	C
Construction field office, temporary	-	-	-	-	-	-	C
Convenience store with gasoline sales	-	-	-	-	-	-	C
Gravel and sand excavation:							
1. Commercial operations	-	-	-	-	-	-	C
2. Temporary project specific operations	-	-	-	-	-	-	C
Machine Shop	-	-	-	-	-	-	C
Mines	-	-	-	-	-	-	C
Quarries	-	-	-	-	-	-	C
Parking lot incidental to a use conducted on the premises	C	C	C	C	C	C	C
Parking lot not incidental to a use conducted on the premises	C	C	C	C	C	C	C
Pottery, plaster, incidental plaster, plaster of paris, ceramic, and clay	-	-	-	-	-	-	C
Power generation (electrical) for on-site use							
Solar under 50 kvas	P	P	P	C	P	P	P
Solar 50 kva and above	C	C	C	C	C	C	C
Fuel cells, steam, hydro, or reciprocating engine	C	C	C	C	C	C	C
Wind under 5.9 kva	-	-	-	-	-	-	P
Auxiliary, temporary, wind, with more than 6 kva but less than 10 kva output	-	-	-	-	-	-	P

Fuel cells, steam, hydro, or reciprocating engine with more than 10.5 kva, but less than 150 kva output	-	-	-	-	-	-	C
Steam, hydro, or reciprocating engine with more than 150 kva, but less than 150 kva output	-	-	-	-	-	-	C
Rock crusher/concrete batch plant	-	-	-	-	-	-	C
Truck and freighting operation	-	-	-	-	-	-	C
Truck and heavy equipment service station and repair facility	-	-	-	-	-	-	C
Truck wash	-	-	-	-	-	-	C

Amended 06/02 by Ord. 2002-07, 10/02 by Ord. 2002-20, 10/03 by Ord. 2003-25, 03/05 by Ord. 2005-02, 03/05 by Ord. 2005-03, 06/06 by Ord. 2006-08, 04/07 by Ord. 2007-10, 09/10 by Ord. 2010-21, 09/10 by Ord. 2010-22, 11/10 by Ord. 2010-25, 02/11 by Ord. 2011-01, 02/11 by Ord. 2011-09, 02/11 by Ord. 2011-10, 09/11 by Ord. 2011-28, 09/11 by Ord. 2011-29, 09/11 by Ord. 2011-32, 08/12 by Ord. 2012-13, 03/15 by Ord. 2015-05, 07/16 by Ord. 2016-09

AFTER AMENDMENT

16.8 Codes And Symbols And Use Table 16.1

(1) In the following sections of this chapter, uses of land or buildings which are allowed in various districts are shown as "permitted uses," indicated by a "P" in the appropriate column, or as a "conditional use," indicated by a "C" in the appropriate column. If a use is not allowed in a given district, it is either not named in the use list or it is indicated in the appropriate column by a dash, "-". If a regulation applies in a given district, it is indicated in the appropriate column by a numeral to show the linear or square feet required, or by the letter "A". If the regulation does not apply, it is indicated in the appropriate column by a dash, "-". No building, structure or land shall be used and no building or structure shall be hereafter erected, structurally altered, enlarged or maintained in the multiple use, agricultural, or rural residential districts except as provided in this Code.

Table 16.1 Use Regulations

USE	C-N	C-S	C-G	C-D	M-D	M-G	MD-EX
<u>COMMERCIAL</u>							
Cabinet and Woodworking Mills	-	-	C	C	P	P	-

Bakery, Commercial	-	-	P	C	P	P	-
Blacksmith Shop	-	-	P	C	P	P	-
Carpet Cleaning	-	-	P	C	P	P	-
Commercial Laundries, Linen Service and Dry Cleaning	-	-	P	C	P	P	-
Convenience Store	C	P	P	C	P	P	-
Diaper Service	-	-	P	C	P	P	-
Gas Station (sales and/or minor repairs)	C	P	P	C	P	P	-
Greenhouse for Food and Plant Production	-	-	P	C	P	P	-
Heavy Equipment (Rental)	-	-	-	C	P	P	-
Heavy Equipment (Sales and Service)	-	-	-	C	P	P	-
Laboratory: Medical, Dental, Optical	-	-	P	C	-	-	-
Laboratory: Testing	-	C	P	C	P	P	-
Mini-warehouse	-	-	P	C	P	-	-
Motion Picture Studio	-	P	P	C	-	-	-
Photofinishing Lab	-	P	P	C	P	P	-
Plant and Garden Shop, including outdoor retail sales area	C	C	C	C	-	-	-
Precision Equipment Repair	-	-	P	C	P	P	-
Twin Commercial Units	C	C	C	C	C	C	-
Sign Painting/Fabrication	-	-	P	C	P	P	-
Welding Shop	-	-	P	C	P	P	-
Wholesale Distributors	-	-	P	C	P	P	-
Tobacco Specialty Store: This use is not permitted in any part of the proposed or existing building containing the use is located within 1,000 feet from (a) any school (public or private kindergarten, elementary, middle, charter, junior							

high, or high school), public park, public recreation facility, youth center, library, or church and (b) any other Tobacco Specialty Store. Distances shall be measured in a straight line, without regard to intervening structures or zoning districts, from a Tobacco Specialty Store structure to the property line of a school, public park, library, church, youth center, cultural activity, residential use, zoning district boundary, or other Tobacco Specialty Store.	-	C	C	C	P	P	-
<u>MANUFACTURING</u>	C-N	C-S	C-G	C-D	M-D	M-G	MD-EX
Chemical Manufacturing and Storage	-	-	-	-	-	C	-
Concrete Manufacturing	-	-	-	-	-	P	-
Drop-Forge Industry	-	-	-	-	-	P	-
Explosive Manufacturing and Storage	-	-	-	-	-	C	-
Flammable Liquids or Gases, Heating Fuel Distribution & Storage	-	-	-	-	-	P	-
Grain Elevator	-	-	-	-	-	P	-
Bottling Plant	-	-	-	C	P	P	-
Cabinet Making/Woodworking Mills	-	-	-	C	P	P	-
Heavy Manufacturing	-	-	-	-	-	P	-
Incinerator, Medical Waste/Hazardous Waste	-	-	-	-	-	C	-
Industrial Assembly	-	-	-	C	P	P	-
Light Manufacturing	-	-	-	C	P	P	-
Moving and Storage	-	-	-	C	P	P	-
Paint Manufacturing	-	-	-	-	-	P	-

Publishing Company	-	-	-	C	P	P	-
Railcar fabrication, repair and cleaning	-	-	-	-	-	C	C
Recycling Collection Station	-	-	-	C	P	P	-
Recycling Processing Center	-	-	-	C	C	P	-
Rock, Sand, and Gravel Storage and Distribution	-	-	-	-	-	C	C
Truck Freight Terminal	-	-	-	C	P	P	-
Sign Painting/Fabrication	-	-	-	C	P	P	-
Warehousing	-	-	-	C	P	P	-
<u>OFFICE AND RELATED USES</u>	C-N	C-S	C-G	C-D	M-D	M-G	MD-EX
Financial Institution, without drive through facilities	C	P	P	C	P	P	-
Financial Institution, with drive through facilities	-	P	P	C	P	P	-
Offices	C	P	P	C	P	P	-
Veterinary Offices, operating entirely within an enclosed building and keeping animals	-	-	P	C	P	-	-
<u>RETAIL SALES & SERVICES</u>	C-N	C-S	C-G	C-D	M-D	M-G	MD-EX
Auction Sales	-	P	P	C	-	-	-
Automobile Repair, Major	-	P	P	C	P	-	-
Automobile Repair, Minor	C	P	P	C	P	-	-
Automobile Sales/Rental and Service	-	P	P	C	-	-	-
Boat/Recreational Vehicle Sales and Service	-	P	P	C	-	-	-
Car Wash	C	P	P	C	P	P	-
Convenience retail store	C	P	P	C	P	P	-
Department Stores	-	P	P	C	-	-	-
Equipment rental, indoor and outdoor	-	P	P	C	P	-	-

Furniture Repair Shop	-	P	P	C	P	P	-
Health and Fitness Facility	-	P	P	C	-	-	-
Large Truck Rental	-	-	P	C	P	P	-
Liquor Store	-	C	C	C	-	-	-
Manufactured Home Sales, Service, and Storage	-	-	P	C	P	-	-
Pawnshop	-	-	P	C	P	-	-
Restaurants, with drive through facilities	C-	P	P	C	P	P	-
Restaurants, without drive through facilities	C	P	P	C	P	P	-
Retail Goods Establishments	C	P	P	C	-	-	-
Retail Services Establishments	C	P	P	C	P	P	-
Upholstery Shop	-	P	P	C	P	-	-
<u>RECREATIONAL, CULTURAL, AND ENTERTAINMENT</u>	C-N	C-S	C-G	C-D	M-D	M-G	MD-EX
Amusement Park	-	P	P	C	-	-	-
Art Gallery	C	P	P	C	-	-	-
Art Studio	C	P	P	C	-	-	-
Commercial Indoor Recreation	-	P	P	C	P	-	-
Commercial Outdoor Recreation	-	P	P	C	P	-	-
Commercial Video Arcade	-	C	C	C	-	-	-
Dance Studio	C	P	P	C	-	-	-
Live Performance Theaters	-	P	P	C	-	-	-
Miniature Golf	-	P	P	C	P	-	-
Movie Theaters	-	P	P	C	-	-	-
Private Club	-	C	C	C	P	-	-
Sexually Oriented Businesses (Amended 4/05)	-	-	-	-	C	-	-
Tavern/Lounge/Brew Pub; more than 5,000 sq. ft. in floor area	-	C	C	C	-	-	-

<u>RESIDENTIAL</u>	C-N	C-S	C-G	C-D	M-D	M-G	MD-EX
Dwelling Unit (Single Family)	C	C	C	C	C	C	-
Multi-Family Dwellings of a density not greater than 30 dwelling units per acre	-	-	-	C	-	-	-
Living Quarters for Caretaker or Security Guard	C	C	C	C	C	C	-
Conditional and permitted uses in the RM-7 zoning district	-	-	-	C	-	-	-
<u>INSTITUTIONAL</u>	C-N	C-S	C-G	C-D	M-D	M-G	MD-EX
Adult Day Care Center	C	P	P	C	P	P	-
Child Day Care Center or Pre-School (a commercial operation) Amended 9/2011	C	P	P	C	P	P	-
Government Facilities	C	P	P	C	P	P	-
Hospital	-	-	P	C	-	-	-
Medical or Dental Clinic	C	P	P	C	P	P	-
Museum	-	P	P	C	-	-	-
Music Conservatory	-	P	P	C	-	-	-
Places of Worship				C			
Schools, Professional and Vocational	C	P	P	C	P	P	-
Schools of higher education, community colleges, off campus facilities	-	-	-	C	C	C	-
<u>MISCELLANEOUS</u>	C-N	C-S	C-G	C-D	M-D	M-G	MD-EX
Accessory Uses, except those that are otherwise specifically regulated in this Chapter, or elsewhere in this Code	C	P	P	C	P	P	-
Animal Pound (Amended 10/02)	-	-	-	-	-	P	-
Kennel (Amended 10/02)	C	C	-	C	C	C	-

Auditorium	-	P	P	C	-	-	-
Automobile Salvage & Recycling (Indoor)	-	-	-	C	P	P	-
Automobile Salvage & Recycling (Outdoor)	-	-	-	C	C	P	-
Boilerworks	-	-	-	-	-	P	-
Bus Line Terminals	-	-	P	C	P	P	-
Bus Line Yards and Repair Facilities	-	-	-	C	-	P	-
Commercial Parking Garage or Lot	C	C	C	C	C	C	C
Personal Wireless Telecommunication Facilities (Amended 4/02)	-	C	C	C	-	-	-
Communication Towers	-	P	P	C	P	P	-
Communication Towers, exceeding the maximum building height, but not higher than 80 feet	-	-	C	C	C	C	-
Contractor's Yard/Office (with outdoor storage)	-	-	P	C	P	P	-
Crop Production	-	-	P	C	P	P	-
Display Room; Wholesale	-	-	-	C	P	P	-
Farmer's Market	-	P	P	C	P	-	-
Flea Market (indoor)	-	P	P	C	P	-	-
Flea Market (outdoor)	-	P	P	C	P	-	-
Funeral Home	-	P	P	C	-	-	-
Hotel or Motel	-	P	P	C	-	-	-
Limousine Service	-	C	P	C	P	P	-
Outdoor Sales and Display	-	P	P	C	P	-	-
Commercial Storage Units	-	C	C	C	C	C	-
Outdoor Storage	-	-	P	C	P	P	-
Poultry Farm or Processing Plant	-	-	-	-	-	P	-
Planned Unit Developments	C	C	C	C	C	C	-

Public/Private Utility Transmission Wires, Lines, Pipes, and Poles	C	P	P	C	P	P	-
Public/Private Utility Buildings and Structures	C	C	P	C	P	P	-
Radio, Television Station	-	C	P	C	P	P	-
Sewage Treatment Plant	-	-	-	C	C	C	-
Golf Course	-	C	C	C	C	C	-
Ambulance Services dispatching, staging, and maintenance conducted entirely within an enclosed building	-	P	P	C	P	P	-
Vehicle Auction Use	-	-	P	C	P	P	-
Governmental Uses and Facilities	C	C	C	C	C	C	-
Municipal Service Uses, including City Utility Uses, Police and Fire Stations	C	C	C	C	C	C	-
Correctional Facility, Detention Center, Jail, Penitentiary, Prison, Penal Institution (1 -249 beds)	-	-	-	-	C	C	C
Correctional Facility, Detention Center, Jail, Penitentiary, Prison, Penal Institution (250 or more beds)	-	-	-	-	-	-	-
<u>MINING AND EXCAVATION</u>	C-N	C-S	C-G	C-D	M-D	M-G	MD-EX
Accessory uses and buildings customarily incidental to conditional uses	-	-	-	-	-	-	C
Agriculture, grazing of animals, raising crops	-	-	-	-	-	-	P
Automobile and truck service station	-	-	-	-	-	-	C
Cast stone, cement, cinder, terra cotta, tile brick, synthetic cast stone, block, pumice stone, and gypsum products	-	-	-	-	-	-	C
Coffee Shop	-	-	-	-	-	-	C

Construction equipment and supply trailer, temporary	-	-	-	-	-	-	C
Construction field office, temporary	-	-	-	-	-	-	C
Convenience store with gasoline sales	-	-	-	-	-	-	C
Gravel and sand excavation:							
1. Commercial operations	-	-	-	-	-	-	C
2. Temporary project specific operations	-	-	-	-	-	-	C
Machine Shop	-	-	-	-	-	-	C
Mines	-	-	-	-	-	-	C
Quarries	-	-	-	-	-	-	C
Parking lot incidental to a use conducted on the premises	C	C	C	C	C	C	C
Parking lot not incidental to a use conducted on the premises	C	C	C	C	C	C	C
Pottery, plaster, incidental plaster, plaster of paris, ceramic, and clay	-	-	-	-	-	-	C
Power generation (electrical) for on-site use							
Solar under 50 kvas	P	P	P	C	P	P	P
Solar 50 kva and above	C	C	C	C	C	C	C
Fuel cells, steam, hydro, or reciprocating engine	C	C	C	C	C	C	C
Wind under 5.9 kva	-	-	-	-	-	-	P
Auxiliary, temporary, wind, with more than 6 kva but less than 10 kva output	-	-	-	-	-	-	P
Fuel cells, steam, hydro, or reciprocating engine with more than 10.5 kva, but less than 150 kva output	-	-	-	-	-	-	C
Steam, hydro, or reciprocating engine with more than 150 kva, but less than 150 kva output	-	-	-	-	-	-	C

Rock crusher/concrete batch plant	-	-	-	-	-	-	C
Truck and freighting operation	-	-	-	-	-	-	C
Truck and heavy equipment service station and repair facility	-	-	-	-	-	-	C
Truck wash	-	-	-	-	-	-	C

Amended 06/02 by Ord. 2002-07, 10/02 by Ord. 2002-20, 10/03 by Ord. 2003-25, 03/05 by Ord. 2005-02, 03/05 by Ord. 2005-03, 06/06 by Ord. 2006-08, 04/07 by Ord. 2007-10, 09/10 by Ord. 2010-21, 09/10 by Ord. 2010-22, 11/10 by Ord. 2010-25, 02/11 by Ord. 2011-01, 02/11 by Ord. 2011-09, 02/11 by Ord. 2011-10, 09/11 by Ord. 2011-28, 09/11 by Ord. 2011-29, 09/11 by Ord. 2011-32, 08/12 by Ord. 2012-13, 03/15 by Ord. 2015-05, 07/16 by Ord. 2016-09

PASSED AND ADOPTED BY THE GRANTSVILLE COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Jewel Allen	_____	_____	_____	_____
Jolene Jenkins	_____	_____	_____	_____
Darrin Rowberry	_____	_____	_____	_____
Jeff Hutchins	_____	_____	_____	_____
Scott Bevan	_____	_____	_____	_____

Presiding Officer

Attest

Neil Critchlow, Mayor, Grantsville

Braydee Baugh, City Recorder,
Grantsville

Request: Zone Change for C-N Zone to allow “Restaurants, with drive through facilities” with a CUP

Before

GLUDMC, 16.8 Codes And Symbols And Use Table 16.1

<u>RETAIL SALES & SERVICES</u>	C-N	C-S	C-G	C-D	M-D	M-G	MD-EX
Auction Sales	-	P	P	C	-	-	-
Automobile Repair, Major	-	P	P	C	P	-	-
Automobile Repair, Minor	C	P	P	C	P	-	-
Automobile Sales/Rental and Service	-	P	P	C	-	-	-
Boat/Recreational Vehicle Sales and Service	-	P	P	C	-	-	-
Car Wash	C	P	P	C	P	P	-
Convenience retail store	C	P	P	C	P	P	-
Department Stores	-	P	P	C	-	-	-
Equipment rental, indoor and outdoor	-	P	P	C	P	-	-
Furniture Repair Shop	-	P	P	C	P	P	-
Health and Fitness Facility	-	P	P	C	-	-	-
Large Truck Rental	-	-	P	C	P	P	-
Liquor Store	-	C	C	C	-	-	-
Manufactured Home Sales, Service, and Storage	-	-	P	C	P	-	-
Pawnshop	-	-	P	C	P	-	-
Restaurants, with drive through facilities	-	P	P	C	P	P	-
Restaurants, without drive through facilities	C	P	P	C	P	P	-
Retail Goods Establishments	C	P	P	C	-	-	-

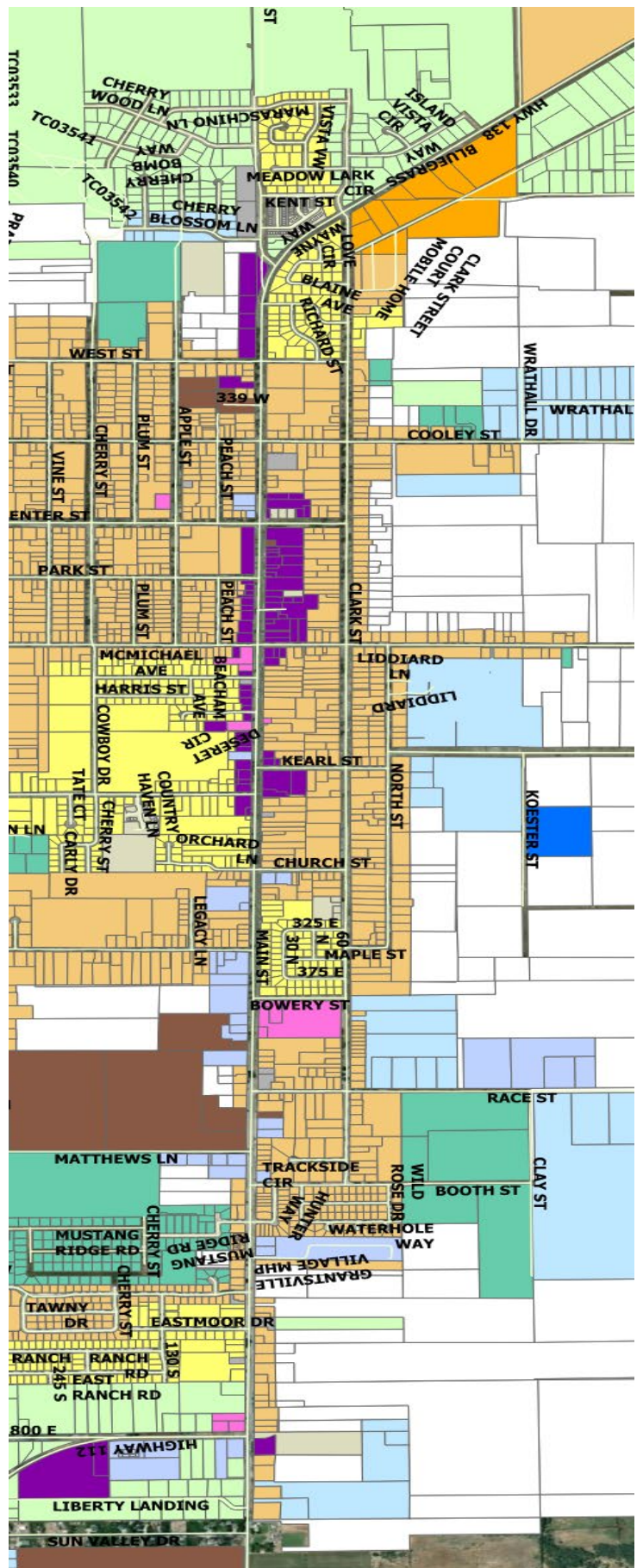
GLUDMC, 16.8 Codes And Symbols And Use Table 16.1 (revised)

After

<u>RETAIL SALES & SERVICES</u>	C-N	C-S	C-G	C-D	M-D	M-G	MD-EX
Auction Sales	-	P	P	C	-	-	-
Automobile Repair, Major	-	P	P	C	P	-	-
Automobile Repair, Minor	C	P	P	C	P	-	-
Automobile Sales/Rental and Service	-	P	P	C	-	-	-
Boat/Recreational Vehicle Sales and Service	-	P	P	C	-	-	-
Car Wash	C	P	P	C	P	P	-
Convenience retail store	C	P	P	C	P	P	-
Department Stores	-	P	P	C	-	-	-
Equipment rental, indoor and outdoor	-	P	P	C	P	-	-
Furniture Repair Shop	-	P	P	C	P	P	-
Health and Fitness Facility	-	P	P	C	-	-	-
Large Truck Rental	-	-	P	C	P	P	-
Liquor Store	-	C	C	C	-	-	-
Manufactured Home Sales, Service, and Storage	-	-	P	C	P	-	-
Pawnshop	-	-	P	C	P	-	-
Restaurants, with drive through facilities	C	P	P	C	P	P	-
Restaurants, without drive through facilities	C	P	P	C	P	P	-
Retail Goods Establishments	C	P	P	C	-	-	-

Request: Zone Change for C-N Zone to allow “Restaurants, with drive through facilities” with a CUP

LEGEND			
	A-10		CN
	RR-5		CS
	RR-2.5		CG
	RR-1		CD
	R-1-21		MD
	R-1-12		MG
	R-1-8		MG-EX
	RM-7		PUD
	RM-15		MU

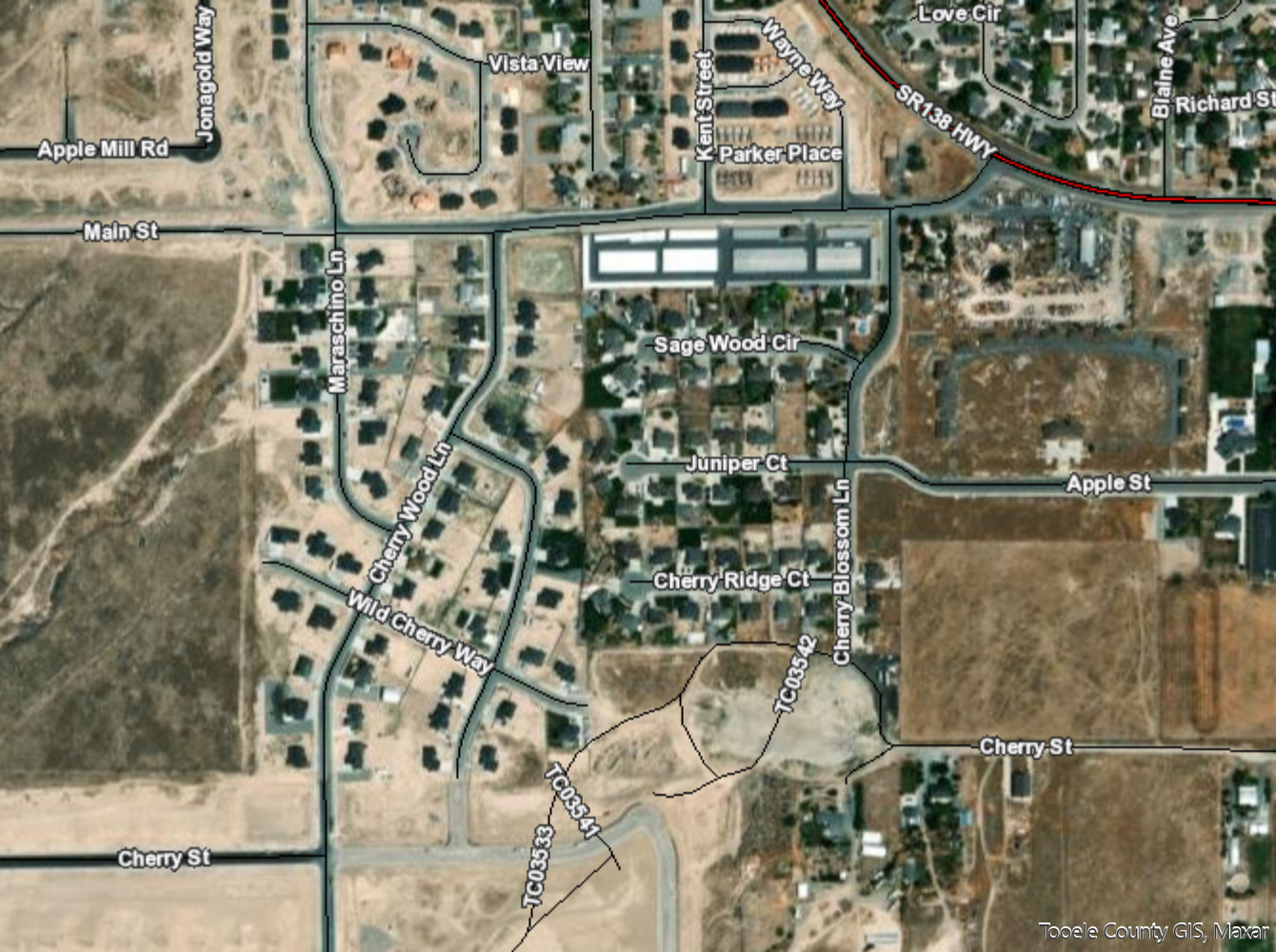


Agenda Item #11

Consideration to appropriate funds for
the Main Street Improvement Study

Agenda Item #12

Consideration of changing the Street in
Cherry Grove Subdivision for Wild
Cherry to Bing Cherry Way



Agenda Item #13

Council Reports

Agenda Item #14

Closed Session (Personnel, Imminent Litigation)

Agenda Item #15

Adjourn