
PANGUITCH CITY COUNCIL

AGENDA

PANGUITCH CITY OFFICE
25 S 200 E CONFERENCE ROOM
PANGUITCH, UTAH 84759
JANUARY 9, 2023, 5:30 PM

- OPENING CEREMONY
- ADOPTION OF THE AGENDA
- APPROVAL OF MINUTES
- OFFICER REPORT
- 2024 CITY COUNCIL MEETING SCHEDULE
- 2024 HOLIDAY SCHEDULE
- ORDINANCE 2024-1 MULTIFAMILY DWELLINGS
- LANDFILL CONTRACT
- EXECUTIVE SESSION
- VACANT CITY COUNCIL MEMBER SEAT
- DEPARTMENT REPORTS/CALENDAR
- ADJOURNMENT

ZOOM MEETING LINK:

<https://us06web.zoom.us/j/89873979301?pwd=VDhraEFVUDY1RHJJZ0t2RTErRWxPZz09>

MEETING ID: 898 7397 9301

Passcode: panguitch

REASONABLE ACCOMMODATION: The City of Panguitch will make efforts to provide reasonable accommodations to disabled members of the public in accessing City programs. Please contact Lori Talbot at the Panguitch City office at least 24 hours in advance if you have special needs. Anyone who wishes to offer a prayer or thought in the opening ceremony at City Council is welcome to do so by calling City Manager Lori Talbot at 435-676-8585 to schedule an appointment. Participation may be telephonic or electronic. **Items may not be covered in the order listed. Panguitch City is an equal opportunity employer.**

2024 PANGUITCH CITY COUNCIL MEETING DATES

JANUARY 9 & 23, 2024
FEBRUARY 13 & 27, 2024
MARCH 12 & 26, 2024
APRIL 9 & 23, 2024
MAY 14 & 28, 2024
JUNE 11 & 25, 2024
JULY 9 & 23, 2024
AUGUST 13 & 27, 2024
SEPTEMBER 10 & 24, 2024
OCTOBER 8 & 22, 2024
NOVEMBER 12 & 26, 2024
DECEMBER 10, 2024

*The regularly scheduled Panguitch City Council meetings are held at the Panguitch City Office /Library Conference Room, 25 South 200 East, Panguitch, Utah on the second and fourth Tuesday of each month, excluding holidays. Meetings begin at 5:30 p.m.

January 9, 2024
Tyrissa P. Howell
Panguitch City Recorder/Clerk

HOLIDAY SCHEDULE FOR 2024

NEW YEARS
JANUARY 1 (MONDAY)

MARTIN LUTHER KING DAY
JANUARY 15TH (MONDAY)

PRESIDENT'S DAY
FEBRUARY 19TH (MONDAY)

MEMORIAL DAY
MAY 27TH (MONDAY)

JUNETEENTH
JUNE 19 (WEDNESDAY)

INDEPENDENCE DAY
JULY 4TH (THURSDAY)

PIONEER DAY
JULY 24TH (WEDNESDAY)

LABOR DAY
SEPTEMBER 2ND (MONDAY)

COLUMBUS DAY
OCTOBER 14TH (MONDAY)

VETERANS DAY
NOVEMBER 11TH (MONDAY)

THANKSGIVING
NOVEMBER 28TH & 29TH (THURSDAY & FRIDAY)

CHRISTMAS
DECEMBER 25TH & 26TH (WEDNESDAY & THURSDAY)

PANGUITCH CITY ORDINANCE NO. 2024-1

AN ORDINANCE ADDRESSING RESIDENTIAL MEDIUM DENSE HOUSING.

WHEREAS, the City of Panguitch desires to address and define its Residential Medium Dense Housing and;

WHEREAS, the City Council, as the governing body of the City of Panguitch, State of Utah, specifically finds that it is in the best interest of the safety and welfare of the citizens of the City of Panguitch to have definitions and guidelines in regards to Medium Dense Housing.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF PANGUITCH CITY, GARFIELD COUNTY, STATE OF UTAH, AS FOLLOWS:

Section 1: RESIDENTIAL MEDIUM DENSE HOUSING

Definitions

Residential Medium Dense Housing shall include 8 plex, 4 plex, town homes and duplexes.

Section 2: CONDITIONAL USES

The following are conditional uses in a Residential Medium Dense Housing unit.

A. Home occupation;

1. Shall not include storage, outdoor display of merchandise, nor parking/storage of any vehicle in excess of twelve thousand pounds (12,000 lbs) gross vehicle weight.
2. Shall not include identifying signage in excess of fifteen square foot name plate, attached to the dwelling.
3. Is limited to the on-site employment of immediate family members who occupy the dwelling. (This criterion is not intended to limit the number of employees who are engaged in business for the home occupation but work off-premises.)
4. Shall not alter the residential character or appearance of the dwelling or neighborhood.
5. Shall not occupy more than twenty-five percent (25%) of the main floor of the dwelling nor more than fifty percent (50%) of the floor area of any garage or outbuilding in which the use is conducted.
6. Shall not generate business related vehicular traffic in excess of three (3) vehicles per hour.
7. Shall not cause a demand for municipal services in excess of that associated with normal residential use.
8. Shall be enclosed within a structure in complete conformity with international building codes as adopted by the city.

9. Is not a mortuary, animal hospital, kennel, clinic, hospital, RV service, junkyard, auto repair service, public stable or adult oriented business.

Section 3: REGULATIONS

Height Regulations

No building shall exceed 2 ½ levels with a maximum height of thirty-five (35) feet above grade level in height. No dwelling structure shall be less than one (1) story. Chimneys, flag poles, church towers and similar structures not used for human occupancy shall not exceed forty (40) feet in height.

Minimum Area, Width and Yard Regulation

	Single Family Dwelling	Two-Family Dwelling	Three + Dwelling Units per Building
Minimum Lot Size	8,000 Sq Ft	8,000 Sq Ft	12,000 Sq Ft
Minimum Lot Width	75 Feet	75 Feet	100 Feet
Front Setbacks	25 Feet	25 Feet	25 Feet
Side Setbacks	8 Feet	8 Feet	10 Feet
Rear Setbacks	16 Feet	16 Feet	16 Feet

Modifying Regulations

A. The front yard setback shall not be used for the parking of motor vehicles, except within the normal driveway area. The driveway area shall not exceed 50% of the front setback area. Two (2) parking spaces required for each unit.

1. Carports which are attached to a dwelling, and which are open on at least three sides may be located within four feet from the side or rear property line but not closer than 16 feet to the nearest dwelling.

B. Side yard setback on a street side yard of a corner lot shall be the same as the front yard setback required for the zone.

C. The side and rear setbacks on interior lot boundary lines shall be twenty (20) feet along all boundaries for all two (2) story buildings.

- D. In group dwellings, no two buildings may be located closer together than 16 feet. There will be a 25-foot setback in the front of any dwelling, on a side property line or a rear property line on an interior lot.
- E. At least 25 percent of the land area of any parcel shall be landscaped.
 - 1. Except for the driveway area and walkway, the front yard setback area shall be landscaped.
- F. Land coverage of all buildings shall not exceed 50 percent of the lot or parcel acreage. The maximum permitted density of planned unit developments shall be eight units per acre of land.
- G. A plot plan is required for multi-family residential buildings for preliminary approval. A site plan with an architectural stamp will be required for final approval from the Planning and Zoning Commission.
- H. Single and two-family dwellings (duplexes and twin homes) shall have a minimum of 720 square feet main floor area per unit. Any building with three or more units shall have a minimum of 500 square feet floor area per unit.
- I. Vehicular access shall be provided to the property in such a way that it does not impede traffic patterns on adjacent streets. Off street parking shall be designed in such a way as to allow vehicles to pull forward into the on-street traffic flow.
- J. All solid waste storage receptacles exceeding 2 cubic yards shall be located at the rear of the building in a sight obscuring fence.
- K. Site obscuring 6-foot-high fencing shall be required along the common lot line of residential zones.
- L. Parking area will require dust abatement and weed control.

ADDITIONAL PROVISIONS

- A. When a water study is needed the cost will be covered by the developer.
- B. Any exception to the above conditions will be required to have a conditional use permit and be approved by the Planning and Zoning Commission and City Council.

SEVERABILITY:

If any provision of this ordinance is declared invalid or inoperative by a court of competent jurisdiction, the remainder shall not be affected thereby and effect shall be given to the intent manifested by the portion held invalid or inoperative.

Section 4: PARAGRAPH HEADINGS:

The paragraph headings used herein are for convenience only and shall not be considered in the interpretation of this Ordinance.

Section 5: REPEALER:

Any previously enacted ordinances or parts thereof which are inconsistent with this ordinance are hereby repealed, but only to the extent that they are inconsistent with this ordinance. The repealer shall not, however, be construed to revive any ordinance heretofore repealed.

Section 6: EFFECTIVE DATE:

The City Council of Panguitch City, State of Utah, has determined that the public health, safety and welfare requires that this Ordinance take effect immediately. Therefore, this Ordinance shall become effective immediately upon passage and publication as required by law.

PASSED, APPROVED, ADOPTED and ORDAINED this 9th day of January, 2024

PANGUITCH CITY:

By: _____
KIM SOPER, Mayor

ATTEST:

TYRISSA HOWELL
Clerk

CONTRACTUAL AGREEMENT

This agreement is made this ____ day of _____, 2024 by and between PANGUITCH CITY, a political subdivision of the State of Utah (hereinafter referred to as "CITY"), and the HUGHES WASTE HAULERS INC., (hereinafter referred to as "HUGHES").

RECITALS

- A. CITY owns a land fill within the limits of CITY.
- B. HUGHES owns a waste hauling business and would like to use the land fill for business purposes.
- C. The parties therefore desire to enter into an agreement defining their rights, duties and liabilities relating to the premises.

IN CONSIDERATION of the mutual covenants contained herein, the parties hereby agree as follows:

1. **MAINTENANCE/DUTIES:** HUGHES agrees to maintain the land fill. Maintenance includes fuel, maintenance and repairs on the CITY dozer. Maintenance also includes providing its own land fill vehicle, fuel for the vehicle, insurance for the vehicle etc. HUGHES, to the best of its ability, agrees to keep the land fill garbage buried and to meet all requirements for a Class IVa standard. HUGHES agrees to hire and support his own employees, allow CITY and STATE/FEDERAL employees access to inspect the premises on an as needed basis. CITY will perform bi-annual inspections of the landfill. HUGHES will provide signs for dumping locations. The Winter and Summer schedule is Winter: 1st week of October to the 1st ^{end of march} week of April; Summer: 1st week of April to 1st week of October. The Winter Schedule is open to the public on Wednesdays from 3:00 p.m. to 5:00 p.m. and Saturdays from 10:00 a.m. to 12:00 p.m. The Summer schedule is

open to the public Tuesdays thru Friday from 1:00 p.m. to 5:00 p.m. and on Saturdays from 10:00 a.m. to 5:00 p.m. CITY workers shall be allowed to dump at any time and Contractors wishing to dump outside the allotted times shall be allowed to do so only by appointment by calling 435-676-8375. Fees for dumping will be \$30.00 for a mixed load double axle dump truck or double axle trailer and \$100.00 for a semi-load. Dumping of approved waste generated within the ^{City}~~CITY~~ will not be assessed a fee. All recyclable materials will be managed by HUGHES and he will be allowed all salvage rights to materials. HUGHES agrees to maintain insurance for all its equipment. HUGHES shall provide four roll-off dumpsters at the ^{landfill}~~CITY dumpster~~ site to provide for citizens mattresses, appliances, furniture, construction waste, tree limbs, grass clippings etc. Dumpsters will be monitored and dumped at the landfill as needed.

2. **TERMS:** The preliminary term of this lease shall commence on the ____ day of _____, 2024, and shall continue for a period of 60 months. A new term of five years shall automatically start once the first five years have expired.
3. **COSTS:** As and for a rental payment, and in consideration for CITY's agreement to lease the premises to HUGHES it is agreed that HUGHES shall ^{provide}~~transport~~ the four roll off dumpsters to the landfill without cost. ~~Should HUGHES bring waste from outside Piute or Garfield County, HUGHES shall pay \$1000.00 per month. Rental payments shall be due on or before the 15th day of each month, beginning on the 15th day of _____.~~ ^{Piute} All rental payments shall be made by mailing via United States Mail, postage prepaid, or by delivering the payment to the following address:

Panguitch City
25 South 200 East
P.O. Box 75
Panguitch, Utah 84759

4. **UTAH LAW TO GOVERN:** This agreement has been drawn and executed in the State of Utah. All questions concerning the meaning, interpretation, and intention of any of its terms or its validity shall be determined in accordance with the laws of the State of Utah.
5. **NUMBER AND GENDER:** The singular shall be interpreted as the plural, and vice versa, if such treatment is necessary to interpret this agreement in accord with the manifest intention of the parties hereto. Likewise, if either the feminine, or masculine or neutral gender should be one of the other genders, it shall be so treated.
6. **PARAGRAPH HEADING:** The paragraph headings used herein are for convenience only and shall not be considered in the interpretation of this agreement.
7. **PARTIAL VALIDITY/SEVERABILITY:** If any portion of this agreement shall be held invalid or inoperable, then insofar as is reasonable and possible:
- A. The remainder of the agreement shall be considered valid and operative;
and
 - B. Effect shall be given to the intent manifested by the portion held invalid and inoperative.
8. **WAIVER:** The waiver by any party to this agreement of a breach of any provision of the agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this agreement.

9. **INTEGRATION:** All agreements heretofore made in the negotiation and preparation of this agreement between the parties hereto are superseded by and merged into this agreement, no statement or representation not embodied herein shall have any binding effect upon the parties hereto and there shall be no amendments or modifications hereto except those in writing signed by the parties hereto.
10. **AUTHORITY:** Each signatory below personally represents and warrants to the other party that the execution and performance of this Agreement is duly authorized by the party's governing board or other body authorized to make or authorize Agreements on behalf of the party, and that this Agreement constitutes a valid obligation of each party, enforceable according to its terms.
11. **INDEMNITY AND PUBLIC LIABILITY:** HUGHES covenants at all times to indemnify and hold CITY harmless from all injury, death, loss, liability, or damages that may occur or be claimed with respect to any person or property on, in, or about the leased premises or to the leased premises themselves resulting from any act or omissions by or through HUGHES, its agents, employees, invitees, or any person on the premises by reason of HUGHES use or occupancy or resulting from HUGHES non-use, or possession of such property and any and all loss, costs, liability or expense resulting therefrom; and further covenants at all times to maintain such premises in a safe and careful manner.
12. **TERMINATION:** If at any time either party wishes to withdraw from this agreement or modify the terms thereof, they shall, in writing, notify the other party of their intent. If, within sixty (60) days of receipt of the notification, the

responding party does not notify the sending party of their desire to negotiate or otherwise modify the terms of this agreement, this agreement shall automatically terminate.

IN WITNESS WHEREOF, the parties affix their signatures, on the day and year first above written.

PANGUITCH CITY

BY: _____
KIM SOPER, Mayor

ATTEST:

TYRISSA HOWELL, Recorder

HUGHES WASTE HAULERS INC.

BY: _____
Authorized Agent