

April 18, 2024
Planning Commission
Regular Meeting
Information Packet

PUBLIC NOTICE

The Grantsville City Planning Commission will hold a Regular Meeting at 7:00 p.m. on Thursday, April 18, 2024 at 429 East Main Street, Grantsville, UT 84029. The agenda is as follows:

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

a) PROPOSED MASTER DEVELOPMENT AGREEMENT FOR SUN SAGE TERRACE PH. 4-9 PUD.

AGENDA

1. Consideration of the proposed Sportsman Permit/ Conditional Use Permit for Jose Jara, located at 531 S. Hale St.
2. Consideration of the proposed Master Development Agreement for The Estates at Twenty Wells PUD.
3. Consideration of the proposed Sun Sage Terrace Ph. 4-9 PUD.
4. Discussion of the proposed Master Development Agreement for Sun Sage Terrace Ph. 4-9 PUD.
5. Approval of minutes from the April 4, 2024 Planning Commission Regular Meeting.
6. Report from City Council liaison Rhett Butler.
7. Adjourn.

Cavett Eaton
Zoning Administrator
Grantsville City Community and Economic Development

Join Zoom Meeting
https://us02web.zoom.us/j/83931876353

Meeting ID: 839 3187 6353

In compliance with the Americans with Disability Act, Grantsville City will accommodate reasonable requests to assist persons with disabilities to participate in meetings. Requests for assistance may be made by calling City Hall (435) 884-3411 at least 3 days in advance of a meeting.

CERTIFICATE OF POSTING: This agenda was posted on the Grantsville City Hall Notice Boards, the State Public Notice website at www.utah.gov/pmn/index.html, and the Grantsville City website at www.grantsvilleut.gov. Notification was sent to the Tooele Transcript Bulletin.

GRANTSVILLE CITY PLANNING COMMISSION

APRIL 18, 2024
PUBLIC HEARING

PROPOSED MASTER DEVELOPMENT AGREEMENT FOR SUN SAGE TERRACE PH. 4-9 PUD

Notice is hereby given that in accordance with the provisions of Section §10-9A-205 and §10-9a-502 of the Utah Code, the Grantsville Planning Commission will hold a discussion and public hearing on April 18, 2024 at 7:00 p.m. at Grantsville City Hall. The meeting will also be broadcast on Zoom. The discussion, public hearing and meeting are to receive public input and consider action on the PUBLIC HEARING ON THE PROPOSED MASTER DEVELOPMENT AGREEMENT FOR SUN SAGE TERRACE PH. 4-9 PUD and make a recommendation to the City Council. You can view a copy of the agenda and packet online by 5:00pm on April 12, 2024 at the link below:

https://www.grantsvilleut.gov/departments/community___economic_development/planning_commission.php

Or by emailing jbassett@grantsvilleut.gov All comments and concerns need to be sent in writing through email or mail and received no later than 12:00pm on April 18, 2024.

Dated this 8th day of April, 2024

BY ORDER OF THE GRANTSVILLE PLANNING COMMISSION

Cavett Eaton
Zoning Administrator

Scan QR Code above or use the link below to join zoom meeting
https://us02web.zoom.us/j/83931876353

Meeting ID: 839 3187 6353

AGENDA ITEM #1

Consideration of the proposed Sportsman Permit/ Conditional Use Permit for Jose Jara, located at 531 S. Hale St.

Planning and Zoning
336 W. Main St.
Grantsville, UT 84029
Phone: (435) 884-1674

Permit #2024025

Staff Report Summary and Recommendation for Sportsman/ Conditional Use Permit for Jose Jara

Parcel ID(s): 15-029-0-0003
Property Address: 531 S. Hale St.
Lot Size: 1.00 acre

Meeting Date: Apr. 18, 2024
Current Zone: RR-1

Applicant Name: Jose Jara
Request: Sportsman Permit/ CUP to have up to 5 dogs at the home.
Prepared By: Jaina Bassett

Planning Staff Recommendation: Approve with conditions.
City Staff supports this application, and recommends it for approval by the Planning Commission with conditions.

SITE & PROJECT DESCRIPTION

This request is for the Consideration to approve a Sportsman Permit/ Conditional Use Permit for the applicant to have up to 5 dogs at the home, located at 531 S. Hale St. (Jose Jara). The lot is 1.00 acre and is in the RR-1 zoning designation. The backyard is fully fenced and, based on the report from the Animal Control Officer, secured with more than enough area for the dogs to run. The dogs are kept in the house at night.

The applicant currently has only 3 dogs at the home as pets, and intends to keep to this limited number. However, per City code, this permit will allow the applicant to have up to 5 dogs at the home at one time. The Grantsville City Animal Control Officer and the Tooele County Health Department inspected the home, and found it to meet all sanitation and space requirements for this permit.

Site Plan


RHYNE DAVID TRUSTEE
15-029-0-0003
R023948
1 Acres
531 S HALE ST

NEIGHBORHOOD RESPONSE

Email 1- Received 3/26/2024 at 5:41pm

Hi, We are the back yard neighbors to Jose Jara at 531 Hale street. They are applying to have 5 dogs in kennels. Our concerns with this are, how are they going to keep 5 dogs quiet, where do they plan to keep these dogs? What is the purpose of so many dogs? We have a horse/livestock fencing separating our properties, with dogs of our own and children. I am concerned they will be barking all the time with seeing us and our dogs outback, and children at play. Thank you

Email 2- Received 3/28/2024 at 2:12pm

We received your letter advising of an animal sportsman permit application at 531 South Hale. We understand that this application is not only requesting the keeping of up to five (5) dogs, but at times could include more. This is to advise that we are against approval of the application allowing additional dogs in the area.

Thank you,
Hassan and Debra Mardanlou

Email 3- Received 4/1/2024 at 7:15pm

We are not in favor for the sportsman permit for Mr. Jose Jara at 531 So. Hale St.

Thank You,
Richard and Cynthia Butler

Email 4- Received 4/3/2024 at 5:25pm

We are opposed to the addition of a kennel in our residential area. The addition of another commercial property will only add to the noise and disruptions especially at night, We have enough . ventures that this area that it looks more commercial than residential.

Thank you
Lloyd and Gwen Scothern
513 South Hale S

PLANNING STAFF ANALYSIS AND COMMENTS

City Public Works, Fire, and Building Departments expressed no concerns regarding this permit.

Facts and Findings

1. Approval is for a Sportsman Permit/ Conditional Use Permit for keeping up to five (5) dogs.
2. The kennel area and runs are adequate and have been inspected by the Grantsville City Animal Control Officer and the Tooele County Health Department.
3. Must comply with health department regulations at all times.
4. Must comply with the provisions of the ordinances of said Grantsville City relating to Animal Control and Sportsman Permits.

Conditions:

1. May not expand the use without approval.
2. May be reviewed periodically or if complaints are received.
3. Must stay within the parameters of the application.
4. Must renew Kennel Permit every year.
5. Must have current dog license at all times.

Recommendation:

City Staff supports this application, and recommends it for approval by the Planning Commission and City Council, with the above conditions.

Jaina Bassett <jbassett@grantsvilleut.gov>

Inspection for Sportsman Permit 2024025

Mark Lawrence <mlawrence@grantsvilleut.gov> Wed, Mar 27, 2024 at 6:01 PM
To: Jaina Bassett <jbassett@grantsvilleut.gov>

On 03/26/2024, I went to 531 S Hale St to do an inspection for a sportsman kennel permit for up to 5 dogs. I spoke with Jose Jara, the homeowner. He stated that they only had 3 dogs. I inspected the backyard. It is fully fenced and secured with more than enough area for the dog to run. The dogs are kept in the house at night. I feel in my inspection that he should be given the permit.

Thanks
M. Lawrence
Grantsvlle City ACO.
[Quoted text hidden]

TOOELE COUNTY HEALTH DEPARTMENT

151 N. Main Street
Environmental Health, Suite 140
Tooele, Utah 84074
Phone (435) 277-2440 • Fax (435) 277-2444
www.tooelehealth.org

April 4, 2024

Jose Jara
531 S. Hale St.
Grantsville, UT 84029

Re: Kennel permit

Dear Mr. Jara:

On April 4, 2024, the Tooele County Health Department made an inspection at your property located at 531 S. Hale St., Grantsville, regarding your application for a kennel permit. At the time of the inspection we discussed your plan for containment, sanitation and noise control in regards to the dogs. It has been determined that the environmental and sanitation concerns have been satisfied at this time. Therefore, the kennel is approved by the Health Department.

If you have any questions concerning this matter, please call me at (435) 277-2440.

Sincerely,

Bryan Slade, L.E.H.S.
Environmental Health Director

AGENDA ITEM #2

Consideration of the proposed Master Development Agreement for The Estates at Twenty Wells PUD.

Planning and Zoning
336 W. Main St.
Grantsville, UT 84029
Phone: (435) 884-1674

Permit # Estates at Twenty Wells MDA

Estates at Twenty Wells Master Development Agreement Staff Report Summary and Recommendation

Parcel ID(s): 01-069-0-0004, 01-069-0-0063

01-069-0-0078, 1-069-0-0104, 01-069-0-0085

01-069-0-0086, 01-069-0-0090, 01-069-0-0106

01-069-0-0107, 01-076-0-0002

Meeting Date: April 18, 2024

Public Hearing Date: March 21, 2024

Property Address: South of Highway 112, East of Anderson Ranch **Current Zone:** A-10, MU / PUD

Applicant Name: Scott Yermish
Request: Master Development Agreement Approval
Prepared By: Cavett Eaton / City Staff

Planning Staff Recommendation:
This MDA application was discussed in a Work Meeting on April 4th prior to the Regular Meeting on the same day. It is assumed all concerns and details have been discussed and agreed upon and this MDA is ready to approve.

History:

Scott Yermish provided a Draft of the Master Development Agreement required for a PUD approval for the Estates at Twenty Wells on March 14th, 2024. City Staff has reviewed the Draft MDA.

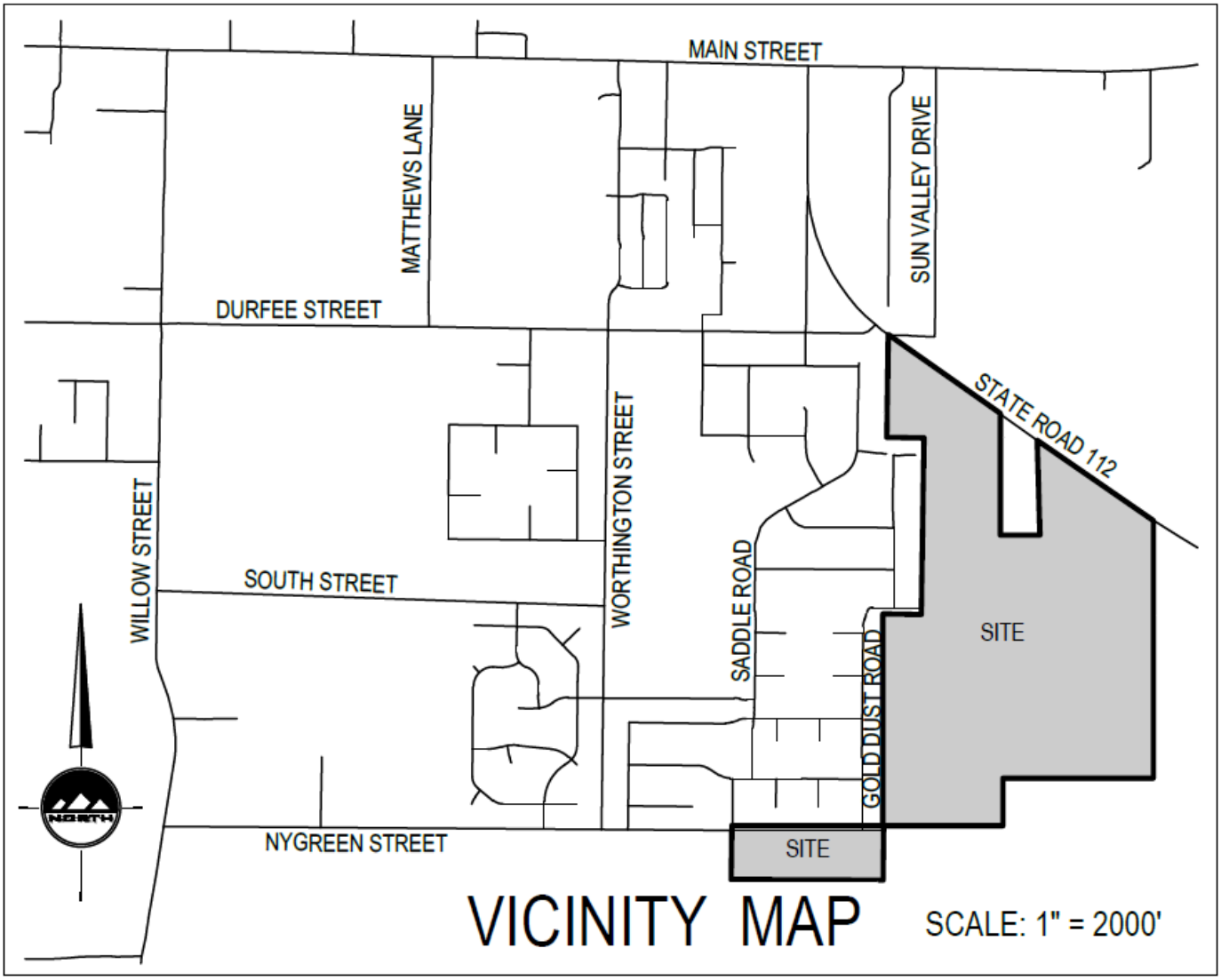
The Public Hearing for the PUD was held 12/21/2023. It was discussed at the Planning Commission Meeting 1/4/2024 and again at the Planning Commission Work Meeting 1/18/2024.

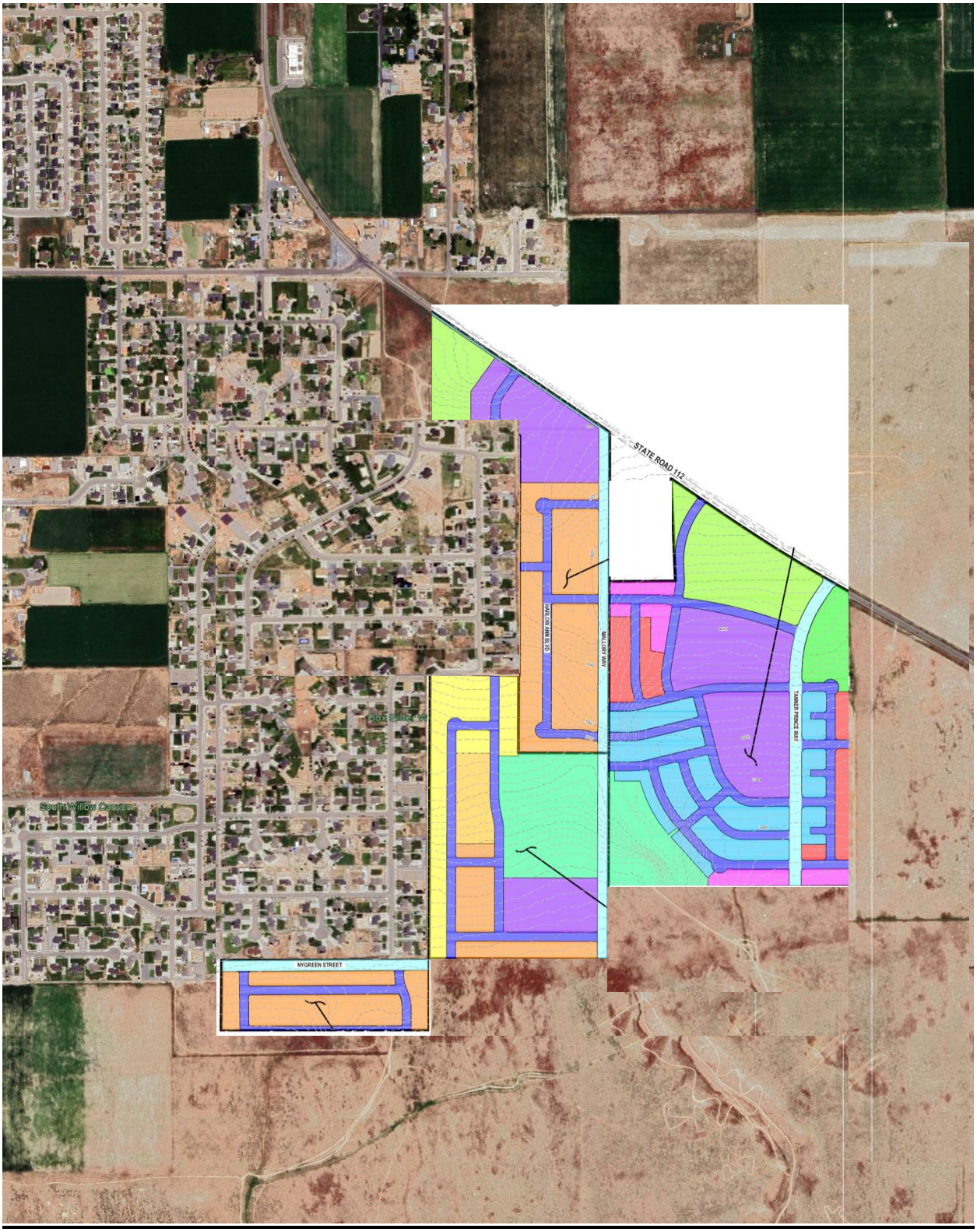
The PUD was recommended for approval at the Planning Commission Meeting held on 3/7/2024 with the following conditions:

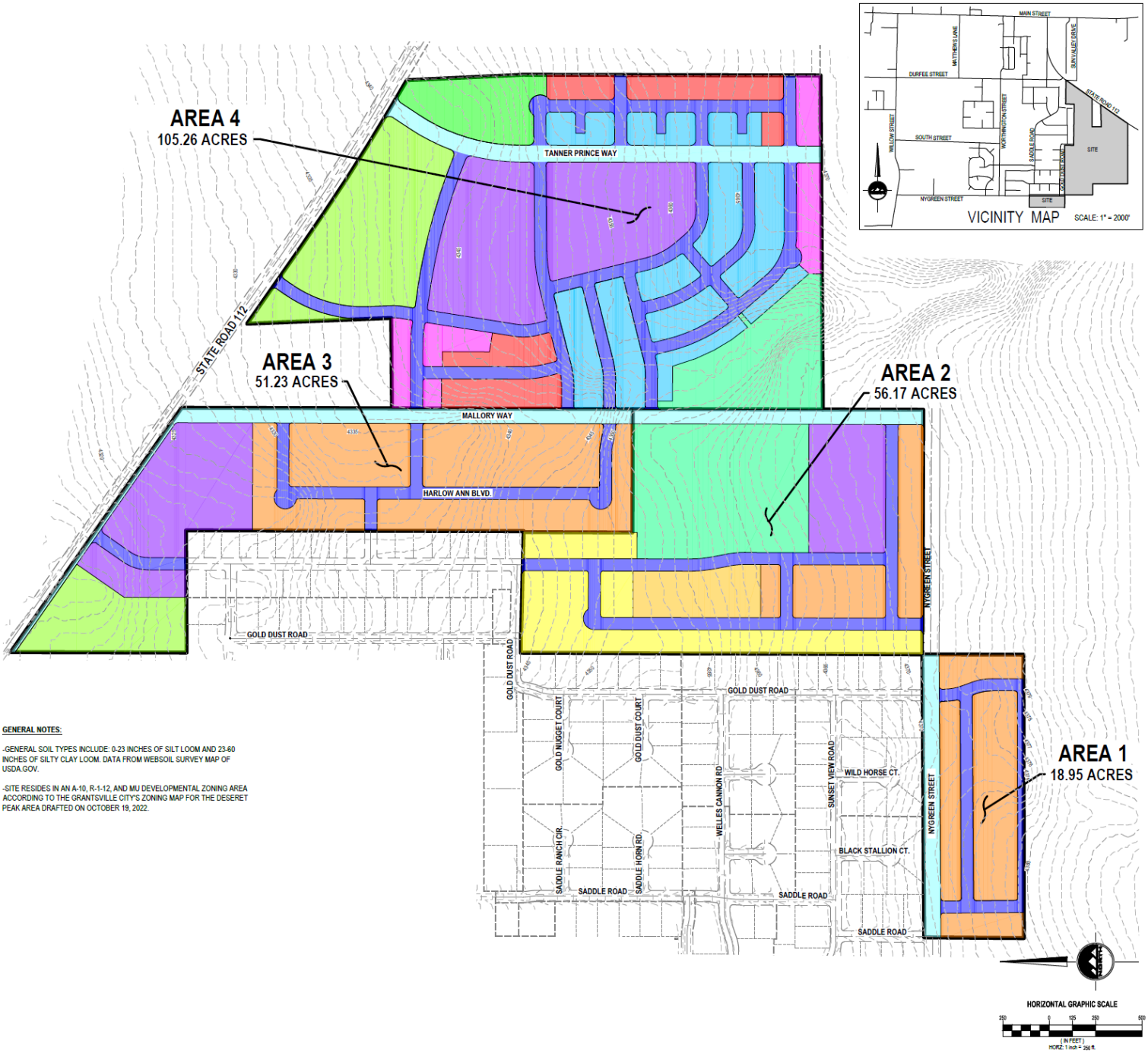
- It meets all legal requirements.
- That all deviations will be addressed at a future point.
- There be no guarantee of any number of density per unit.
- consideration

Senior City Staff reviewed the draft of the Estates at Twenty Wells Master Development Agreement and have provided comments and recommendations, which are noted on the draft MDA. City Staff supports this application, and recommends it for approval by the Planning Commission and City Council with recommendations and additions as deemed necessary by those bodies.

SITE & VICINITY DESCRIPTION




STATE ROAD 112
JAMES WAY
TANNER PRINCE WAY
NYGREEN STREET
South Willow Canyon



GENERAL NOTES:

-GENERAL SOIL TYPES INCLUDE: 0-23 INCHES OF SILT LOOM AND 23-60 INCHES OF SILTY CLAY LOOM. DATA FROM WEBSOIL SURVEY MAP OF USDA.GOV.

-SITE RESIDES IN AN A-10, R-1-12, AND MU DEVELOPMENTAL ZONING AREA ACCORDING TO THE GRANTSVILLE CITY'S ZONING MAP FOR THE DESERET PEAK AREA DRAFTED ON OCTOBER 19, 2022.

TOTAL AREA CALCULATIONS TABLE			
DESCRIPTION	AREA PROPOSED (sq. ft.)	AREA PROPOSED (acres)	PERCENTAGE PROPOSED
(513) SINGLE FAMILY LOTS	3,762,277.20 sq. ft.	86.37 acres	38.16%
(441) MULTIFAMILY UNITS	1,672,704.00 sq. ft.	38.40 acres	16.97%
PARKS AND OPEN SPACE	1,219,680.00 sq. ft.	28.00 acres	12.37%
COMMERCIAL	871,200.00 sq. ft.	20.00 acres	8.84%
MINOR COLLECTOR ROADS	703,929.60 sq. ft.	16.16 acres	7.14%
NEIGHBORHOOD STREETS	1,628,708.40 sq. ft.	37.39 acres	16.52%
TOTAL SITE	9,858,499.20 sq. ft.	226.32 acres	100.00%
CHURCH PARCEL	219,978 sq. ft.	5.05 acres	EXCLUDED OVERALL
NOTE: EXCLUDED CHURCH PARCEL TO BE DEEDED TO THE LDS CHURCH. OVERALL DENSITY IS 891 UNITS / 226.32 ACRES = 3.94 UNITS/ACRE.			

- HIGH-DENSITY RESIDENTIAL, 4,000-6,000 SF LOTS
- HIGH-DENSITY RESIDENTIAL, 6,000-8,000 SF LOTS
- MEDIUM-DENSITY RESIDENTIAL, 8,000-10,000 SF LOTS
- MEDIUM-DENSITY RESIDENTIAL (MDR) TARGET 10,000 SF LOTS
- LOW-DENSITY RESIDENTIAL (LDR) TARGET 12,000 SF LOTS
- RURAL-RESIDENTIAL (RR) TARGET 21,780 SF LOTS
- MULTI-FAMILY RESIDENTIAL (MFR)
- MINOR COLLECTOR ROADS
- NEIGHBORHOOD STREETS
- PARKS AND OPEN SPACE
- COMMERCIAL
- CHURCH PARCEL

UNIT BREAKDOWN				
AREA	HOUSING TYPE		TARGET	QUANTITY OF UNITS
1	MDR	MEDIUM-DENSITY RESIDENTIAL	10,000 SQ. FT.	51
2	MFR	MULTI-FAMILY RESIDENTIAL	10 UNITS/ACRE	65
2	MDR	MEDIUM-DENSITY RESIDENTIAL	10,000 SQ. FT.	31
2	LDR	LOW-DENSITY RESIDENTIAL	12,000 SQ. FT.	15
2	LDR	LOW-DENSITY RESIDENTIAL	21,780 SQ. FT.	23
3	MFR	MULTI-FAMILY RESIDENTIAL	10 UNITS/ACRE	115
3	MDR	MEDIUM-DENSITY RESIDENTIAL	10,000 SQ. FT.	98
4	MFR	MULTI-FAMILY RESIDENTIAL	10 UNITS/ACRE	198
4	HDR	HIGH-DENSITY RESIDENTIAL	4,000 - 6,000 SQ. FT	203
4	HDR	HIGH-DENSITY RESIDENTIAL	6,000 - 8,000 SQ. FT	61
4	MDR	MEDIUM-DENSITY RESIDENTIAL	8,000 - 10,000 SQ. FT	31
TOTAL SITE UNITS				891
NOTE: OVERALL DENSITY IS 954 UNITS / 226.55 ACRES = 4.21 UNITS/ACRE.				

NEIGHBORHOOD RESPONSE

Scott Yermish has presented this Master Development Agreement for review on March 14th, 2024. Public Notice was sent out immediately and City Staff has met the required noticing requirements (See Public Hearing Notice dated March 21st, 2024). Seven email responses were received prior to the Planning Commission meeting on March 21, 2024, and two additional responses were given in-person during the Public Comment portion of the March 21, 2024 Planning Commission meeting.

Email #1 Received 3/16/24 at 6:09pm

Grantsville City Planning Commission,

I am writing to express concerns regarding portions of the proposed plan. I believe that the overall concept is sound and would be a positive step for development of our great city. I do however have some concerns.

I am a resident in the Anderson Ranch subdivision. My concerns are these:

1 Area 1

a. This area is showing small lot sizes (it is currently zoned for ½ acre lots). All existing lots in Anderson Ranch are a minimum of ½ acre. These small lots would negatively impact the value of the existing homes in the subdivision.
b. The only access to this area is through the Anderson Ranch subdivision and should therefore be included in the Anderson Ranch HOA and pay fees accordingly, because they will be increasing our traffic flow. They will be using our parks and common areas. They are essentially part of our HOA area and should conform to CC&R's.
c. Where is the storm water going to be collected?

Thank you for your consideration,

Jerry Munro

Email #2 Received 3/19/24 at 9:19am

I am not going to be able to attend the public hearing on the 21st as I have another engagement.
As far as the changes that have been made to A-1 phase of Anderson Ranch, I do not agree with this. It seems like someone just up and made the change without consent. It is zoned for half-acre lots and I think it should stay that way.

As far as Twenty Wells subdivision, I do not agree with smaller lots nor multi-family housing. I don't see how our infrastructure is going to support already what's going on to the west of Twenty Wells School. And to add more to that is just nonsensical to me . This is a country/rural community and it should stay that way.

Please confirm that you have received my thoughts.

Thanks, Dawn Perry, HOA member of Anderson Ranch

Email #3 Received 3/19/24 at 9:33pm

To the Grantsville Planning Commission,

Regarding the notice we received for the hearing dated March 21, 2024 we still have concerns. Our biggest issue is still area one directly South of Anderson Ranch. This area is completely separate from the rest of the new development and looks like it should be part of Anderson Ranch. We feel strongly it should be half acre lots just like the rest of Anderson Ranch as it was originally zoned. The traffic for area one will most likely travel through the residential neighborhood of Anderson Ranch. Twice the density will equal twice the traffic and impact to the Anderson Ranch HOA community.

The map in the packet does not show Nygreen Street continuing to Mallory Way. We feel the future collector road should be constructed at least to Mallory Way not only for construction access but also so traffic is not forced to go through Anderson Ranch for the new development. We feel this will impact our HOA parks if they do not have easy access to the rest of the Twenty Wells development. Nygreen Street being a collector street we feel there should be barrier fencing put in also.

We are concerned about the construction traffic. Will it be coming in through Anderson Ranch on Saddle Road or will there be secondary access put in somewhere?

We do not feel the infrastructure is in place for this large high density development. Including the fact that Nygreen Street will not run all the way to Highway 112 to alleviate traffic.

Thank you for taking our concerns into consideration.

David and Haylee Kenney

Email #4 Received 3/20/24 at 12:50pm

Hello,

I am writing this email to express my concerns with this development that is proposed to go up next to my neighborhood. I'm concerned about the high density plans proposed. Growing and expanding as a city in its entirety (more public roads, more grocery stores, more parks, more schools, more entertainment and more homes) at the same time is something we all want to see. However, the amount of new homes that don't fit our "rural" community will cause more issues with traffic, crowded schools and supply shortages. I am also concerned it will bring more low income people who don't care about the safety and feel of our small town. If we have to grow, please keep the homes on 1/2 or 1/4 acres at the smallest. With our three elementary's already full. This new high density will cause every single classroom to be overcrowded and our teacher overwhelmed. I fear for the safety of our community and concern for turning our Rural Town into a busy City. Please consider keeping our town a town and a place to raise our

children in safety. We have already lost too many kids to the already high traffic streets.

Sincerely,

Brittany and Vernon Coggle
Email #5 Received 3/20/24 at 9:34pm
Good Evening,

I am sending this email on behalf of the Anderson Ranch HOA.

We as a board have discussed this and have some concerns that are listed below.

1. Area 1 - Directly connects to the Anderson Ranch HOA via Gold Dust Rd and Saddle Rd. The development inside of Anderson Ranch HOA designates that all lots must be at least 1/2 acre lots. The map that was provided has indicated these lots are to be 10,000 sq. ft. This area shall remain zoned as 2 lots per acre. With this Area directly connecting to Anderson Ranch HOA, they should be included inside the HOA community since they will have direct access to the common areas that the HOA currently owns and maintains with the dues paid by the property owners of the HOA.
2. Traffic will also increase via the two roads, Gold Dust and Saddle, that are high pedestrian traffic due to the kids and school in the area.
3. Area 2 - If this area obtains access through Anderson Ranch HOA, the same concerns remain as stated above for Area 1.
4. There shall be a buffer zone between all lots from the planned area to the HOA of at least 1/2 acre. The HOA has a responsibility to keep properties at a high value, adding in 10,000 sq ft lots and multi-family dwellings will drop the property values of the HOA, thus needing a barrier between this master plan and the HOA.

Thank you,

Anderson Ranch HOA Board

Email #6 Received 3/21/24 at 10:29am
Hello there, my name is Jacqueline and I write to you as a long time resident of Grantsville City. I was raised here, and have no plans of ever leaving. When I became an adult I moved to Riverton for school. After school, me and my husband decided to start a family, and so we decided to move back to Grantsville because for the short while we lived in Riverton it was nothing compared to the childhood I had in Grantsville. I come from a family of farmers and cattle ranchers and it was that lifestyle, that we love living here. I love this small town so much with the one intersection light that, when I tell people that we live here, they don't have a clue where that is.

We live right next to this proposed development and even though change is inevitable, it is sad to see. Yall should come out and spend a day and witness what I see everyday; kids on their utvs, dirtbikes, bicycles, people on horses and heck even the cows put a smile on my face. My kids have learned to ride

in these very fields and while I wish to continue to do the same with my youngest kids, one can only hope. I'm not going to speak on the traffic, school and water problems as I know you've heard it all, I think you can see where I stand. Grantsville has definitely changed, but with an added 800+ residences, not considering the other proposed subdivisions wanting to go in, that small town feel will not stay long and will be something I tell my kids used to be like, rather than living it, so even though I wish you guys wouldn't approve this but it seems like that might be the case, at least make the developers not just for the Twenty wells subdivision but the others as well, make changes to their plans or this is just me wishing, but leaving the fields be.

Jacky Castro

Email #7 Received 3/21/24 at 11:50am

I have some concerns regarding this master development project. Let's start with water, is this land incorporated into the existing irrigation shares? If so, is that even sustainable? Two years ago everyone was scrambling to pick up leased shares, just to water their yards, and let's say they are not on irrigation lines, then this mass amount of housing and landscaping will be tapping into city water, which already has pressure issues and has seen restrictions during the hottest months. At the very least the new development should have landscape restrictions, as they do in other drought prone areas, like No Lawn in front yards, and maximum lawn allowances for back yards, Xeroscaping, drip lines only, shrubs and trees only, no ground cover, etc. Let's put restrictions in place, before it becomes a serious problem.

Moving on, I would propose that each of you in the planning commission drive over to the new Twenty Wells school and get in line and pretend to pick up your child, if you don't have children that attend there.... Fix this situation, before you add more housing, One road in and out to a school full of children is not only dangerous, it is asinine. And I don't even speak for myself in this, as my children are in walking distance, I'm one of the lucky ones who doesn't have to sit for 30+ minutes from pick up time to actually getting off of Worthington. It's just a Line of cars, and an accident waiting to happen. Adding more housing especially high density, I hope you have plans for yet another school, and for another road to get in and out of the existing school.

Next, Are we really considering funneling the street in front of an elementary school (Nygreen) to the 112? What measures will be taken to ensure this doesn't become a danger to students? It will inevitably see traffic pick up and cars doing 40+ mph, speed limits don't filter people from not paying attention or being in a hurry, and that's a lot of kids now stuck crossing what will become a main road.

My last thought, is High Density, as this tiny town stands, there is no place for high density. A lot of work needs to go into place before that happens, stop making housing a priority and infrastructure, roadways and safety, an after thought. The simple sidewalk for the safety of children on Worthington to get to the school, took over a year, After the school was built, ridiculous! Traffic will become an issue, I would hope traffic lights would be placed near solbergs, near Durfee and the 112, just for starters Before you start putting in high density. Is there plans for another grocery store? A shopping center? Gas station? And will these be in place by or before 50% of this new developments completion? Let's face it, it's already becoming an issue with all the new housing over the last 5 years. We are not ready for this development, not even close.

We all know what comes with high density housing, more people than the land can handle out here. Fix Grantsville first, fix the roads, fix the street lights, get prepared first, before throwing more on this town than it can handle. Be realistic.

Thanks for your time.

Trisha Reinmuth

Ron Kunz, during public comment portion of 3/21/2024 meeting
Ron Kunz was present on Zoom to speak on this item. He stated he lives on Gold Dust Rd. He stated it will be near his home and expressed concerns regarding his own home's value due to the smaller sized lots in this proposal. He noted that he believes there are better locations in Grantsville for

Janette Toone, during public comment portion of 3/21/2024 meeting
Janette Toone lives on Gold Dust Rd. She expressed concerns regarding the timeline, specifically for the improvements, especially the parks and the lack of open space.

PLANNING STAFF ANALYSIS

Staff recommends approval and modification of the MDA with the following conditions (in addition to those listed above by Planning Commission, as stated in the Staff Report):

- The Development Agreement must be approved prior to the final plat.
- The future development agreement, along with the PUD needs to sufficiently address the different types of developments being proposed, or possibly a Rezone of the 107 acres needs to be done. (The City Attorney will be involved in this process. This should not hold up the PUD as the rezone would be an action to protect the City if something changed within the project that would cause a portion of the project to revert back to existing zoning.)
- Locate single family residential lots next to the boundary with Anderson Ranch out to SR-112 to act as a buffer to the commercial and higher density residential uses in the proposed project.
- Relocate the proposed townhomes / multi-family housing that is currently shown fronting SR-112 further to the south near the Public Park with access provided at intersections on Mallory Way to reduce the congestion on the local residential streets.
- Address timing of park improvements. If it is phased, specify what will be completed with each phase. The Public Works department requests improvements come in with each phase.
- The Applicant has stated that the major water and sewer utilities will be completed at the beginning of the project. This should be clearly addressed in the development agreement.

ADDITIONAL NOTES

Aqua Consultant Shay Stark:

In the previous Planning Commission meeting it was discussed that all of the townhouses needed to front a public residential street. Scott or Jacob came back to them stating that they could do that if the Planning Commission would allow the 22 foot wide units. This was agreed to verbally.
The city does not have a standard for an alley way. The width and design of the alley ways will be worked out with the Fire Chief and City Engineer and will be submitted for approval with the application for the townhouses.
the PUD has been approved based upon the concept that has been provided. The locations of the different types of uses are currently set by the approved concept and any deviation will require an approval to amend the concept.

PUBLIC HEARING NOTICE

GRANTSVILLE CITY PLANNING COMMISSION

MARCH 21, 2024
PUBLIC HEARING

PROPOSED MASTER DEVELOPMENT AGREEMENT FOR THE ESTATES AT TWENTY WELLS PUD

Notice is hereby given that in accordance with the provisions of Section §10-9A-205 and §10-9a-502 of the Utah Code, the Grantsville Planning Commission will hold a discussion and public hearing on March 21, 2024 at 7:00 p.m. at Grantsville City Hall. The meeting will also be broadcast on Zoom. The discussion, public hearing and meeting are to receive public input and consider action on the PUBLIC HEARING ON THE PROPOSED MASTER DEVELOPMENT AGREEMENT FOR THE ESTATES AT TWENTY WELLS PUD and make a recommendation to the City Council. You can view a copy of the agenda and packet online by 5:00pm on March 15, 2024 at the link below:

https://www.grantsvilleut.gov/departments/community___economic_development/planning_commission.php

Or by emailing jbassett@grantsvilleut.gov All comments and concerns need to be sent in writing through email or mail and received no later than 12:00pm on March 21, 2024.

Dated this 11th day of March, 2024

BY ORDER OF THE GRANTSVILLE PLANNING COMMISSION

Cavett Eaton
Zoning Administrator

Scan QR Code above or use the link below to join zoom meeting
https://us02web.zoom.us/j/85992938377

Meeting ID: 859 9293 8377

Estates at Twenty Wells PUD - Grantsville, UT

Development Standards

Proposed Residential Uses	**21,780 SF Lots**		**Estates at Twenty Wells PUD SFD 50-ft**		**Estates at Twenty Wells PUD SFD 50-ft**		**Estates at Twenty Wells PUD SFD 60-ft**		**Estates at Twenty Wells PUD Townhomes (Type 1)**		**Estates at Twenty Wells PUD Townhomes (Type**	
Most Similar GLUDMC Requirement*	**R-1-21 SFD**		**RM-7**		**RM-7**		**RM-7**		**Section 4.34 Multi-Unit Residential Development**		**Section 4.34 Multi-Unit Residential Development**	
Description	Code Requirement	Proposed Exceptions	Code Requirement	Proposed Exceptions	Code Requirement	Proposed Exceptions	Code Requirement	Proposed Exceptions	Code Requirement	Proposed Exceptions	Code Requirement	Proposed Exceptions
Minimum Lot Size	21,780 SF. (1/2 Ac.)		7,000 SF.	4,500 SF (50'x90')	7,000 SF.		7,000 SF.	10,00 SF.	2,400 SF.		2,400 SF.	
Minimum Size Corner Lots			10,000 SF.	7,000 SF	10,000 SF.		10,000 SF.	12,000 SF				
Additional Area for Each Additional Dwelling Unit on Lot			6,000 SF.		6,000 SF.		6,000 SF.					
Minimum Dwelling Unit SF									1,000 SF Main Floor Incl. Garage	1,600 Per Unit Two Floors of Living Space (22'x50')	1,000 SF Main Floor Incl. Garage	1,800 Per Unit Two Floors of Living Space (28'x50')
Minimum Lot Frontage	70 Feet		60 Feet	50 Feet	60 Feet		60 Feet		30 Feet		30 Feet	
Minimum Yard Setbacks												
Front Yard	40 Feet		25 Feet	22 Feet	25 Feet	22 Feet	25 Feet	22 Feet	25 Feet	22 Feet	25 Feet	22 Feet
Rear Yard												
Main Building	30 Feet		20 Feet	15 Feet	20 Feet	15 Feet	20 Feet	15 Feet	20 Feet	15 Feet From Back of Curb Rear Loaded Garage. 15 Feet From Back of Unit for Front Loaded Garage.	20 Feet	15 Feet From Back of Curb Rear Loaded Garage. 15 Feet From Back of Unit for Front Loaded Garage.
Accessory Building	1 Foot		1 Foot		1 Foot		1 Foot		1 Foot		1 Foot	
Side Yard												
Main Building	5 (2) / 15 Feet		5* & 15 Feet	5 Feet	5* & 15 Feet	5 Feet	5* & 15 Feet	5 Feet	7.5 Feet	5 Feet	7.5 Feet	5 Feet
Accessory Building	1 Foot		N/A		N/A		N/A		N/A		N/A	
Multi-Unit Building Spacing									30 Feet	10 Feet	30 Feet	10 Feet
Corner Side Yard	2 Front Yards and 2 Side Yards Required		25 Feet on Both Street Frontages	22 Feet Each Side of Street, (If Sight Triangles Allow)	25 Feet on Both Street Frontages	22 Feet Each Side of Street, (If Sight Triangles Allow)	25 Feet on Both Street Frontages	22 Feet Each Side of Street, (If Sight Triangles Allow)	25 Feet on Both Street Frontages	22 Feet Each Side of Street, (If Sight Triangles Allow)	25 Feet on Both Street Frontages	22 Feet Each Side of Street, (If Sight Triangles Allow)
Maximum Building Height			35 Feet		35 Feet		35 Feet		35 Feet		35 Feet	

* Since this project is a PUD which has previously been approved the underlying zoning does not directly apply. The PUD approval has been made based on a concept drawing which determines where each type of use will be applied . The GLUDMC code that most closely fits the proposed types of uses has been utilized as a basis of comparison to the proposed deviations to the code.

AGENDA ITEM #3

Consideration of the proposed Sun Sage Terrace Ph. 4-9 PUD.

Planning and Zoning
336 W. Main Street • Grantsville, UT 84029
Phone: (435) 884-1674 • Fax: (435) 884-0426

File# 2023081

Sun Sage Terrace Ph. 4-9 PUD Summary

Parcel ID:	01-065-0-0081, 01-065-0-0072, 01-065-0-0073	**Meeting Date:**	Apr. 18, 2024
Property Address:	1000 W Main St	**Current Zone/Proposed Zone**	R-1-21

Applicant Name: Larry Jacobson
Request: PUD
Prepared by: Cavett Eaton

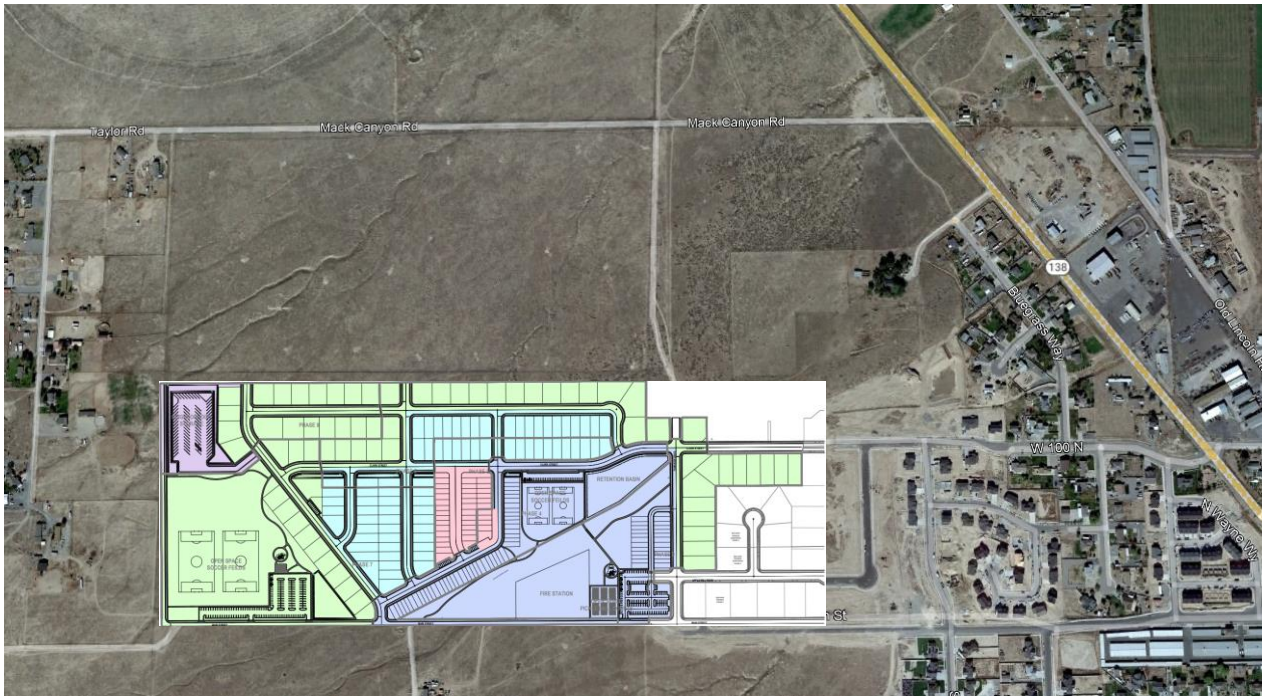
This item was discussed at the January 1, 2024 Planning Commission meeting. The Public Hearing was held at the January 18, 2024 meeting where the consideration for it was also tabled. The developer/ owner held a town hall at the beginning of April where they addressed residents' concerns and noted some adjustments they made to their concept plan.

PROJECT DESCRIPTION

Sun Sage Terrace Phases 3-5 is located at approximately 700 West Main Street and encompasses 97.81 acres of property to the north of main street. This area is currently zoned under the Residential District, R-1-21, ½ acre zoning district.

PUD for setbacks and density. (see Exhibit A: Developer's Summary)

SITE & VICINITY DESCRIPTION (UPDATED)



LAND USE / ZONE CONSIDERATIONS

Development Standards

Estates at Sun Sage Terrace Phase 2-9 - Grantsville, UT

Proposed Residential Uses	21,780 SF Lots		12,000 SF Lots		Sun Sage Terrace PUD SFD 60-ft Wide Lot			Sun Sage Terrace PUD SFD 80-ft Wide Lot			Sun Sage Terrace Wells PUD Townhomes (Type 1)		Sun Sage Terrace PUD Townhomes (Type 2)	
Most Similar GLUDMC Requirement*	R-1-21 SFD		R-1-12 SFD		RM-7			RM-7			Section 4.34 Multi-Unit Residential Development		Section 4.34 Multi-Unit Residential Development	
Description	Code Requirement	Proposed Exceptions	Code Requirement	Proposed Exceptions	Code Requirement	Proposed Exceptions		Code Requirement	Proposed Exceptions		Code Requirement	Proposed Exceptions	Code Requirement	Proposed Exceptions
Minimum Lot Size	21,780 SF. (1/2 Ac.)		12,000 SF		7,000 SF.	6,000 SF (50x120')		7,000 SF.	10,000 SF.		2,400 SF.	1,560 SF	2,400 SF.	1,100 SF
Minimum Size Corner Lots					10,000 SF.	7,700 SF		10,000 SF.	12,000 SF					
Additional Area for Each Additional Dwelling Unit on Lot					6,000 SF.			6,000 SF.						
Minimum Dwelling Unit SF											1,000 SF Main Floor Incl. Garage	1,600 Per Unit Two Floors of Living Space (26'x60')	1,000 SF Main Floor Incl. Garage	1,300 Per Unit Two Floors of Living Space (22'x50')
Minimum Lot Frontage	70 Feet		70 Feet		60 Feet	50 Feet		60 Feet	80 Feet		30 Feet		30 Feet	
Minimum Yard Setbacks														
Front Yard	40 Feet		40 Feet		25 Feet			25 Feet	25 Feet		25 Feet		25 Feet	
Rear Yard														
Main Building	30 Feet		30 Feet		20 Feet	15 Feet		20 Feet	15 Feet		20 Feet	15 Feet From Back of Curb Rear Loaded Garage. 15 Feet From Back of Unit for Front Loaded Garage.	20 Feet	15 Feet From Back of Curb Rear Loaded Garage. 15 Feet From Back of Unit for Front Loaded Garage.
Accessory Building	1 Foot		1 Foot		1 Foot			1 Foot			1 Foot		1 Foot	
Side Yard														
Main Building	5 (2) / 15 Feet		5 (2) / 15 Feet		5* & 15 Feet	5 Feet		5* & 15 Feet	5 Feet		7.5 Feet	5 Feet	7.5 Feet	5 Feet
Accessory Building	1 Foot		1 Foot		N/A			N/A			N/A		N/A	
Multi-Unit Building Spacing											30 Feet	10 Feet	30 Feet	10 Feet
Corner Side Yard	2 Front Yards and 2 Side Yards Required		2 Front Yards and 2 Side Yards Required		25 Feet on Both Street Frontages			25 Feet on Both Street Frontages			25 Feet on Both Street Frontages		25 Feet on Both Street Frontages	
Maximum Building Height			35 Feet		35 Feet			35 Feet			35 Feet		35 Feet	

Exhibit A (Provided by the Developer)

SUN SAGE TERRACE PHASES 2 - 8

PLANNED UNIT DEVELOPMENTS SUMMARY

Sun Sage Terrace Phases 3-5 is located at approximately 700 West Main Street and encompasses 97.81 acres of property to the north of main street. This area is currently zoned under the Residential District, R-1-21, ½ acre zoning district.
Sun Sage Terrace is requesting that this zoning be changed to a PUD Development. The project will utilize the current topography, to create a preservation of open space, and efficient use of the land for the citizens and residents of the Grantsville community. As stated, the development is 97.81 acres. We are proposing to have 36.2% (35.43 acres) of this acreage to be designated as Open Space. This Open Space will incorporate the natural resources that nature has provided while also improving the land with Public Walking Trails, Full and Youth Size Soccer Fields, Pavilions, Playgrounds, Pickleball Courts along with Additional Parking and a RV Designated Storage area to reduce and control traffic and open view of streets and neighborhoods.
We are also proposing that the density of the homes be changed from ½ acres to RM-7, RM-15 as well as R-1-8. The overall density will change to 2.84 from the current Density of 1.31

ZONING BREAKDOWN			
AREA	HOUSING TYPE		AREA (ACRES)
	26-FT LOT	TOWNHOMES HIGH-DENSITY RESIDENTIAL	5.3
	50-FT LOT	MEDIUM-DENSITY RESIDENTIAL	20
	65-FT LOT	MEDIUM-DENSITY RESIDENTIAL	41.05
	22-FT LOT	TOWNHOMES HIGH-DENSITY RESIDENTIAL	19.07
	RV	RV STORAGE	4.03
TOTAL SITE			89.45

In addressing each section of the:
Grantsville City Codes and Ordinances:
Chapter 12 Planned Unit Developments:
12.1 Purpose attached

(1) Sun Sage Terrace has, through much time and thought while incorporating help from City Officials and Staff designed a development that will use efficiently use the natural features of the land by promoting greater use and preservation of open space by designing and implementing over a third of the property to open space to outdoor family activities, by having walking trails following the contour and lay of the land. Providing youth activities such as soccer playing and practice fields, splash pads and playground. Along with the youth all residents of Grantsville City can enjoy the Pickleball Courts, Cycling Lane. The intent of the project is to include and encompass all ages to enjoy the vistas and activities of Sun Sage Terrace.
Continued:

a. Sun Sage Terrace, with the amenities and design to include all people and residents does create a more desirable environment than a strict application of other City land uses. Refer to the design plan to see how the continuity of the development will welcome all to enjoy.
b. Sun Sage Terrace has designed a project that can be a premier development for the City and Residents of Grantsville. The design, landscape (water wise will be in effect with managed landscaping) and design of the homes will keep, maintain and promote a pleasing environment for the proper usage of the natural area. As noted earlier the open space in the project is 36.2 % of the development and includes many useful and wanted features as detailed above in section (1).
c. Is not applicable in this project.
d. Sun Sage Terrace has fulfilled this aspect by incorporating XX of miles of trails and paths within the community. Along with the idea that other development and the West Bench Initiate can accommodate one another. In addition, by having a designated RV Storage that will be maintained by the HOA to ease crowding of streets. Additional parking lots have also been thought through to handle any overflow from the community and to allow space for visitors who are using the amenities.
e. Sun Sage Terrace will collaborate with all staff to address any issues that may arise, currently we are not foreseeing any issues here.

12.1 Purpose **Grantsville City Ordinance** **Amended 02/09 by Ordinance 2009-05, 09/18 by Ordinance 2018-16**

(1) A planned development is a distinct category of conditional use. As such, it is intended to encourage the efficient use of land and resources, promote greater efficiency in public and utility services, preservation of open space, efficient use of alternative transportation and encouraging innovation in the planning and building of all types of development. Through the flexibility of the planned unit development technique, the City and developer will seek to achieve the following specific objectives:

(a) Creation of a more desirable environment than would be possible through strict application of other City land use regulations through promotion of a creative approach to the use of land and related physical facilities resulting in better design and development, including aesthetic amenities. The developer shall detail the proposed variation from Grantsville City ordinance requirements and explain how this variation will lead to a more desirable environment;

(b) The use of design, landscape or architectural features to create a pleasing environment while preserving desirable site characteristics such as natural topography, vegetation and geologic features as open space and providing recreational facilities. For projects containing a residential component containing more than a single dwelling unit at least 10% of the total parcel acreage shall be open space. All Planned Unit Development projects shall conform at a minimum with open space and improved open space requirements found in Chapter 21. Topography with slopes greater than 30% on average with a site area greater than 5,000 square feet, natural water bodies and drainages shall be protected.

(c) Preservation of buildings which are architecturally or historically significant contribute to the character of the City;

(d) Establishment of interconnecting paths and trails for alternative transportation routes which lead to common and popular destinations and interface with automobile traffic at few and specific points. Onsite paths and trails shall connect to the citywide trail system. Trails connecting to the citywide system shall be considered public trails allowing for public use; and

(e) Elimination of blighted structures or incompatible uses through redevelopment or rehabilitation.

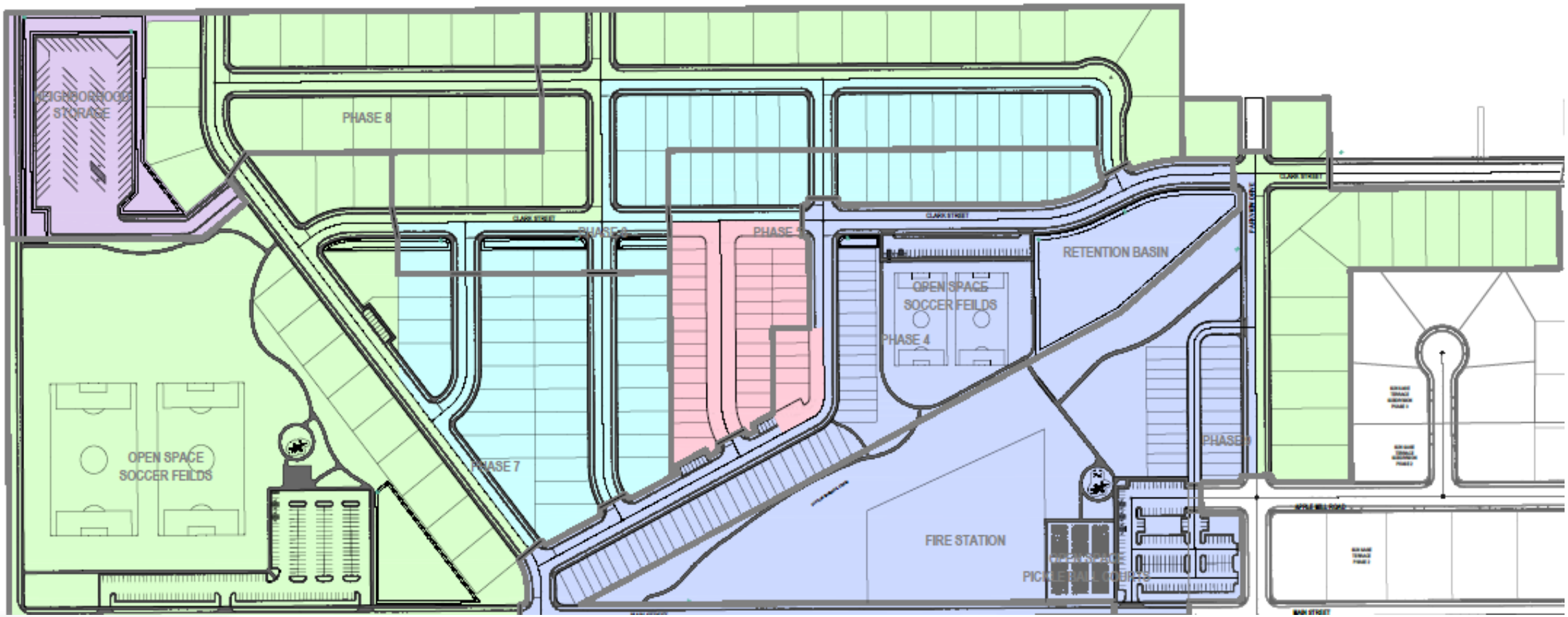
Sun Sage Terrace will have an HOA that will govern the CC&R's, front landscaping, and RV Storage. In discussions with City Officials and Staff the Open Space will be deeded to the City to ensure that these areas are able to be enjoyed by all residents and visitors of Grantsville City.

Estates at Sun Sage Terrace Phase 2-9 - Grantsville, UT

Development Standards

Proposed Residential Uses	**21,780 SF Lots**		**12,000 SF Lots**		**Sun Sage Terrace PUD SFD 50-ft Wide Lot**		**Sun Sage Terrace PUD SFD 80-ft Wide Lot**		**Sun Sage Terrace Wells PUD Townhomes (Type 1)**		**Sun Sage Terrace PUD Townhomes (Type 2)**	
Most Similar GLUDMC Requirement*	**R-1-21 SFD**		**R-1-12 SFD**		**RM-7**		**RM-7**		**Section 4.34 Multi-Unit Residential Development**		**Section 4.34 Multi-Unit Residential Development**	
Description	Code Requirement	Proposed Exceptions	Code Requirement	Proposed Exceptions	Code Requirement	Proposed Exceptions	Code Requirement	Proposed Exceptions	Code Requirement	Proposed Exceptions	Code Requirement	Proposed Exceptions
Minimum Lot Size	21,780 SF. (1/2 Ac.)		12,000 SF		7,000 SF.	6,000 SF (50'x120')	7,000 SF.	10,000 SF.	2,400 SF.	1,560 SF	2,400 SF.	1,100 SF
Minimum Size Corner Lots					10,000 SF.	7,700 SF	10,000 SF.	12,000 SF				
Additional Area for Each Additional Dwelling Unit on Lot					6,000 SF.		6,000 SF.					
Minimum Dwelling Unit SF									1,000 SF Main Floor Incl. Garage	1,600 Per Unit Two Floors of Living Space (26'x60')	1,000 SF Main Floor Incl. Garage	1,300 Per Unit Two Floors of Living Space (22'x50')
Minimum Lot Frontage	70 Feet		70 Feet		60 Feet	50 Feet	60 Feet	80 Feet	30 Feet		30 Feet	
Minimum Yard Setbacks												
Front Yard	40 Feet		40 Feet		25 Feet		25 Feet	25 Feet	25 Feet		25 Feet	
Rear Yard												
Main Building	30 Feet		30 Feet		20 Feet	15 Feet	20 Feet	15 Feet	20 Feet	15 Feet From Back of Curb Rear Loaded Garage. 15 Feet From Back of Unit for Front Loaded Garage.	20 Feet	15 Feet From Back of Curb Rear Loaded Garage. 15 Feet From Back of Unit for Front Loaded Garage.
Accessory Building	1 Foot		1 Foot		1 Foot		1 Foot		1 Foot		1 Foot	
Side Yard												
Main Building	5 (2) / 15 Feet		5 (2) / 15 Feet		5* & 15 Feet	5 Feet	5* & 15 Feet	5 Feet	7.5 Feet	5 Feet	7.5 Feet	5 Feet
Accessory Building	1 Foot		1 Foot		N/A		N/A		N/A		N/A	
Multi-Unit Building Spacing									30 Feet	10 Feet	30 Feet	10 Feet
Corner Side Yard	2 Front Yards and 2 Side Yards Required		2 Front Yards and 2 Side Yards Required		25 Feet on Both Street Frontages		25 Feet on Both Street Frontages		25 Feet on Both Street Frontages		25 Feet on Both Street Frontages	
Maximum Building Height			35 Feet		35 Feet		35 Feet		35 Feet		35 Feet	

ORIGINAL DESIGN



North

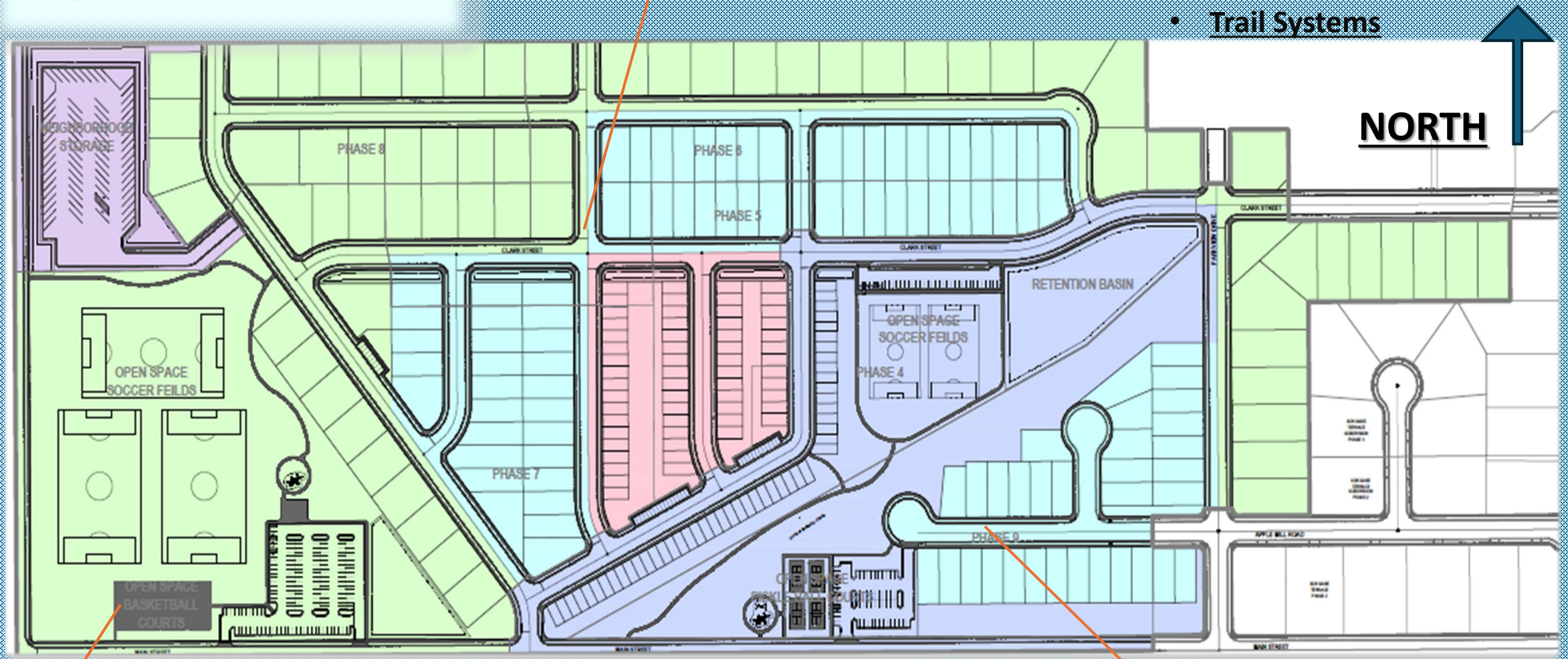
SUN SAGE TERRACE

SUN SAGE
TERRACE

LOT SIZES HAVE BEEN INCREASED

Maintained:

- Soccer Fields
- Pickleball Courts
- Open Spaces
- Trail Systems

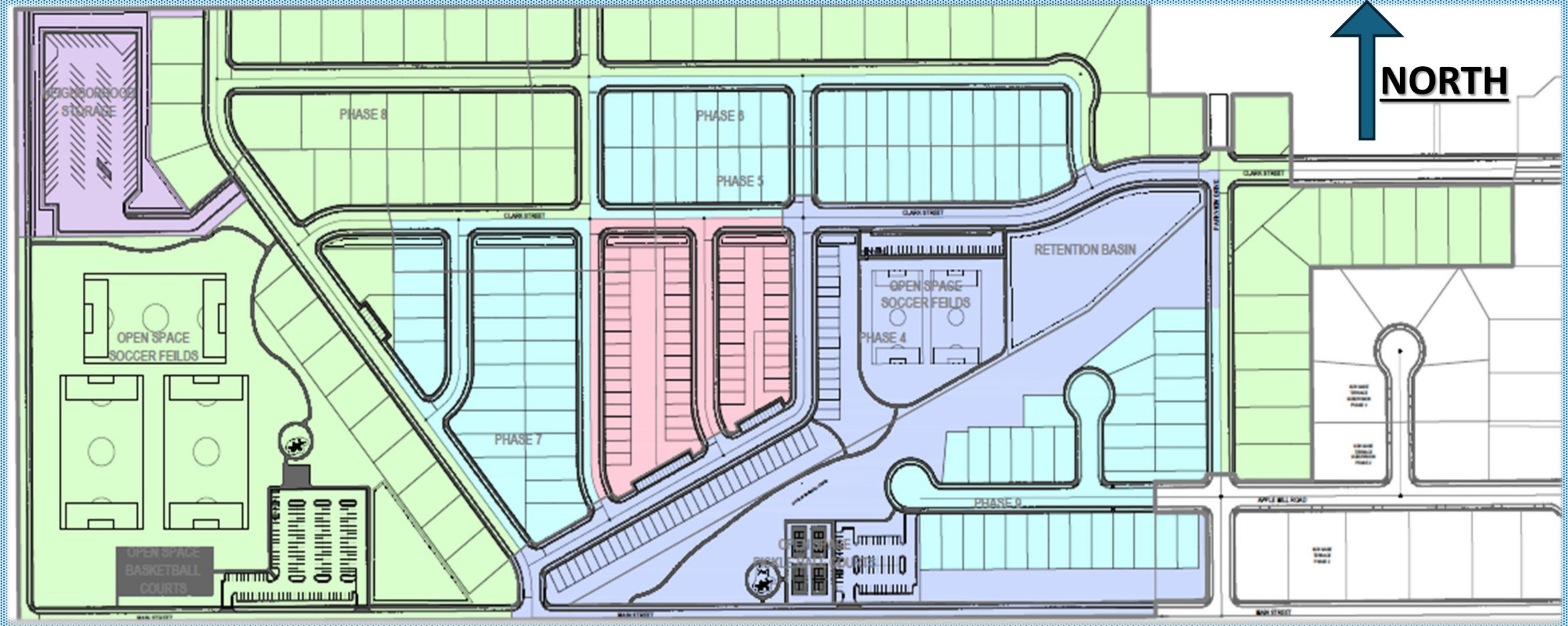


ADDITION OF BASKETBALL COURTS

MAIN STREET

REMOVAL OF TOWNHOME UNITS

SUNSAGE
TERRACE



MAIN STREET

ZONING BREAKDOWN

AREA	HOUSING TYPE		AREA (ACRES)
	26-FT LOT	TOWNHOMES HIGH-DENSITY RESIDENTIAL	5.3
	50-FT LOT	MEDIUM-DENSITY RESIDENTIAL	20
	65-FT LOT	MEDIUM-DENSITY RESIDENTIAL	41.05
	22-FT LOT	TOWNHOMES HIGH-DENSITY RESIDENTIAL	19.07
	RV	RV STORAGE	4.03
TOTAL SITE			89.45





































AGENDA ITEM #4

Discussion of the proposed Master Development Agreement for Sun Sage Terrace Ph. 4-9 PUD.

Planning and Zoning
336 W. Main St.
Grantsville, UT 84029
Phone: (435) 884-1674

Permit # Sun Sage Terrace Ph. 4-9 MDA

Sun Sage Terrace Ph. 4-9 Master Development Agreement Staff Report Summary and Recommendation

Parcel ID(s): 01-065-0-0081, 01-065-0-0072,
01-065-0-0073

Property Address: 1000 W. Main St.

Applicant Name: Larry Jacobson
Request: Master Development Agreement Approval
Prepared By: City Staff

Meeting Date: April 18, 2024

Public Hearing Date: April 18, 2024

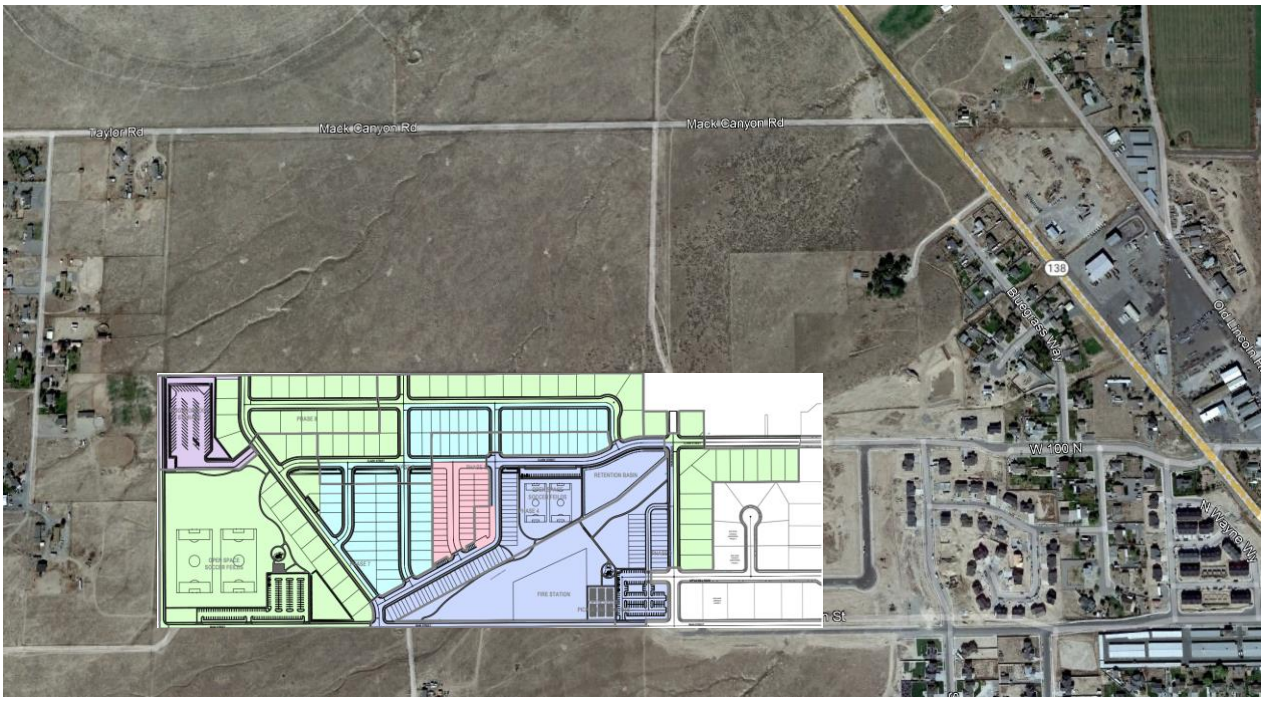
Current/ Proposed Zone: R-1-21

History:

The PUD was discussed at the Planning Commission meeting on January 1, 2024. The Public Hearing for was held January 18, 2024. The PUD is on the agenda for consideration April 18, 2024.

Larry Jacobson provided a Draft of the Master Development Agreement required for a PUD approval for Sun Sage Terrace Ph. 4-9 PUD on April 4, 2024. The City Land Use Attorney has reviewed the Draft MDA and provided comments and recommendations, which are noted on the Staff Report below. City Staff supports this application, and recommends it for approval by the Planning Commission and City Council with recommendations and additions as deemed necessary by those bodies.

SITE & VICINITY DESCRIPTION



LAND USE / ZONE CONSIDERATIONS

Development Standards

Estates at Sun Sage Terrace Phase 2-9 - Grantsville, UT

Proposed Residential Uses	21,780 SF Lots		12,000 SF Lots		Sun Sage Terrace PUD SFD 50-ft Wide Lot		Sun Sage Terrace PUD SFD 80-ft Wide Lot		Sun Sage Terrace Wells PUD Townhomes (Type 1)		Sun Sage Terrace PUD Townhomes (Type 2)	
Most Similar GLUDMC Requirement*	**R-1-21 SFD**		**R-1-12 SFD**		**RM-7**		**RM-7**		**Section 4.34 Multi-Unit Residential Development**		**Section 4.34 Multi-Unit Residential Development**	
Description	Code Requirement	Proposed Exceptions	Code Requirement	Proposed Exceptions	Code Requirement	Proposed Exceptions	Code Requirement	Proposed Exceptions	Code Requirement	Proposed Exceptions	Code Requirement	Proposed Exceptions
Minimum Lot Size	21,780 SF. (1/2 Ac.)		12,000 SF		7,000 SF.	6,000 SF (50'x120')	7,000 SF.	10,000 SF.	2,400 SF.	1,560 SF	2,400 SF.	1,100 SF
Minimum Size Corner Lots					10,000 SF.	7,700 SF	10,000 SF.	12,000 SF				
Additional Area for Each Additional Dwelling Unit on Lot					6,000 SF.		6,000 SF.					
Minimum Dwelling Unit SF									1,000 SF Main Floor Incl. Garage	1,800 Per Unit Two Floors of Living Space (26'x60')	1,000 SF Main Floor Incl. Garage	1,300 Per Unit Two Floors of Living Space (22'x60')
Minimum Lot Frontage	70 Feet		70 Feet		60 Feet	50 Feet	60 Feet	80 Feet	30 Feet		30 Feet	
Minimum Yard Setbacks												
Front Yard	40 Feet		40 Feet		25 Feet		25 Feet	25 Feet	25 Feet		25 Feet	
Rear Yard												
Main Building	30 Feet		30 Feet		20 Feet	15 Feet	20 Feet	15 Feet	20 Feet	15 Feet From Back of Curb Rear Loaded Garage. 15 Feet From Back of Unit for Front Loaded Garage.	20 Feet	15 Feet From Back of Curb Rear Loaded Garage. 15 Feet From Back of Unit for Front Loaded Garage.
Accessory Building	1 Foot		1 Foot		1 Foot		1 Foot		1 Foot		1 Foot	
Side Yard												
Main Building	5' (2) / 15 Feet		5' (2) / 15 Feet		5' & 15 Feet	5 Feet	5' & 15 Feet	5 Feet	7.5 Feet	5 Feet	7.5 Feet	5 Feet
Accessory Building	1 Foot		1 Foot		N/A		N/A		N/A		N/A	
Multi-Unit Building Spacing									30 Feet	10 Feet	30 Feet	10 Feet
Corner Side Yard	2 Front Yards and 2 Side Yards Required		2 Front Yards and 2 Side Yards Required		25 Feet on Both Street Frontages		25 Feet on Both Street Frontages		25 Feet on Both Street Frontages		25 Feet on Both Street Frontages	
Maximum Building Height			35 Feet		35 Feet		35 Feet		35 Feet		35 Feet	

NEIGHBORHOOD RESPONSE

This is the first time this Master Development Agreement has come before the Planning Commission for review. Public Notice was sent out April 8, 2024 and City Staff has met the required noticing requirements. No neighborhood response has been received at the time of this Staff Report's creation. Any further responses received will be emailed to the Planning Commission for their review.

LAND USE ATTORNEY ANALYSIS

Staff recommends approval and modification of the MDA with the following conditions (in addition to any listed by Planning Commission, as stated in the Staff Report):

The main issue is the lack of clarity on exactly what is being approved. The "Final Plat" is defined as having been approved by the City (and see below in definitions). If it is intended that all the deviations, approvals, and entitlements are identified in the Final Plat, then the MDA should more expressly confirm that. Also, it should be clarified that the Final Plat cannot be modified without potentially affecting the Developer's entitlements. If that is not the intention, the specific deviations that are being granted need to be spelled out (i.e. in Addendum 1 or elsewhere).

- References to Utah Code by year (i.e. "Utah Code Ann. § 10-9a-509 (**2019**)). These year references should be omitted, or their purpose clarified. By default, the MDA will be subject to the Utah Code in effect as of the date it is signed. In some circumstances the parties could agree to variations, but we would need to be specific and purposeful. If the intent is just to indicate the last time that provision was modified, those references are incorrect. Our recommendation is to omit those dates unless there is a specific legal reason that has been vetted by counsel as not conflicting with existing law.
- Sun Sage Terrace 4, LLC does not exist as a Utah limited liability company (nor does any other "sun sage terrace" entity). Please verify the correct entity before executing.
- Definitions:
    - City, Developer, and Agreement are each defined twice, once in the preamble and then again in the Definitions section. The first instance can be deleted and all definitions can be kept in the Definitions section.
    - Final Plat is defined twice. Section 1.11 and 1.17.
- Maximum Residential Units – Our understanding was that the City wants to move away from identifying specific maximum unit counts. Section 2.2 could be modified to clarify that it is a maximum and not a guarantee (i.e. if the Final Plat changes, they may lose units). (Correct typo on "Final Pla**n**")
- Section 3.2 – It appears this list should be inclusive, so the "; or," in 3.2.4 should be changed to a ";", and 3.2.7 should end with "; and"
- Section 4 – The reference to default and cure should be more clearly spelled out, including something to the effect that whether it is in the process of being cured is determined by the City in its reasonable discretion.
- Section 6.6 – Guarantor is not defined or specified – if this is incorporating a provision of GLUDMC, it should specify that.

- Section 7.1 – Engineering should confirm whether there is the potential for any upsizing need. The cost of not arranging for that at this point may be excessive.
- Section 8.4 – It seems unusual and unnecessary to require a public meeting with the city council before enforcing an agreement.
- Assignment - Section 8.5 should be deleted. Developer should be on the hook until final acceptance. Section 14 does provide some assurances and authority to the City, but it is a significant risk. If Section 8.5 remains, it should be modified to clarify it only applies in the event of Complete Assignments under Section 14.5. Additionally, Complete Assignments (Section 14.5) should be (i) exempt from the "deemed to have approved of and consented to the assignment" provision found in Section 14.3, and (ii) more discretionary on the part of the City. A separate "process" provision for partial assignments and complete assignments may be necessary.
- Project-specific Term – Addendum 1 is blank.
- Dispute Resolution – Addendum 2 appears incomplete. Section 2.1 references "Section 3" as requiring arbitration. But there is no Section 3. Section 2.1 could be modified to say "All disputes are subject to good-faith mediation prior to litigation or mutually-agreeable arbitration."

Recommended additions:

- Further Assurances. Each party shall execute and deliver such additional documents and take such further actions as may reasonably be necessary to effectuate the transactions contemplated by this Agreement.
- No Boycott. The undersigned certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel during the term of this Agreement. The undersigned further acknowledges that its engagement in a boycott of the State of Israel would be in violation of Utah Code Section 63G-27-201 and could result in termination of this Agreement.

WHEN RECORDED, RETURN TO:

Braydee Baugh
Grantsville City Recorder
429 East Main Street
Grantsville City, Utah 84029

GRANTSVILLE CITY
MASTER DEVELOPMENT AGREEMENT
FOR
SUN SAGE PHASES 4-9 SUBDIVISION

THIS MASTER DEVELOPMENT Agreement ("**Agreement**") is made and entered as of the _____ day of April, 2024, by and between Grantsville City, a municipal corporation of the State of Utah ("**City**") and Sun Sage Terrace 4, LLC, a Utah limited liability company ("**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 residential subdivision. Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Final Plat. 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:

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.

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1.2. **Applicant** means a person or entity submitting a Development Application.
1.3. **Buildout** means the completion of all of the development on the entire Project in accordance with this 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 ~~_____~~Sun Sage Terrace 4, LLC, a Utah limited liability company, and its successors/assignees as permitted by this Agreement.
1.9. **Development** means the development of a 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 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 ~~[Name of Subdivision]~~Sun Sage Phases 4-9, containing Two Hundred Sixty-Eight~~[Number of Units]~~ (268~~__~~) 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 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 _____ zoning of the Property.

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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 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 Plan.

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. Master 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 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-

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509(1)(a)(i) (2019).

4. **Term of Agreement.** Unless earlier terminated as provided for herein, the term of this Agreement shall be until January 31, 2025. If Developer has not been declared to be currently in Default as of January 31, 2025 (and if any such Default is not being cured) then this Agreement shall be automatically extended until January 31, 2030. This Agreement shall also terminate automatically at Buildout.

5. **Addendum No. 1.** Addendum No. 1 contains the provisions of this Agreement that are specific to the development of the Project. If there is a conflict between this Agreement and Addendum No. 1, then Addendum No. 1 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 a Development Application pursuant to GLUDMC. Such construction must meet all applicable standards and requirements and must be approved by the City's engineer.

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 Council. 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 until the final acceptance and release has been issued by the City, which shall not be unreasonably withheld, conditioned or delayed.

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 shall be completed prior to ~~March~~ April 5, 2025~~1~~.. 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

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an extension of said completion date, (b) construct said improvements in accordance with City standards and as set forth in Paragraph one above, and (c) pay all claimants for material and labor used in the construction of said improvements, after written notice in the manner provided in Section 8, permitting Developer 60 days to cure, 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.**

7.1. **Upsizing.** The City shall not require Developer to "upsize" 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.

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~~The City may propose a method and time for curing the Default which shall be of no less than ~~thirty~~ sixty (6~~3~~0) days duration, or longer if reasonably required by 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

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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:

_____
_____
_____

To the City:

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

10. **Dispute Resolution.** Any disputes subject to mediation or arbitration shall be resolved pursuant to Addendum No. 2.

11. **Incorporation of Recitals and Exhibits.** The Recitals and Exhibits "A" - "B" are hereby incorporated into this Agreement.

12. **Headings.** The captions used in this Agreement are for convenience only and a 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 (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, condition or delay 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. 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 Mayor. The initial representative for Developer shall be ~~_____.~~ Larry Jacobson. 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

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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. The data disk of GLUDMC, **Exhibit C**, shall not be recorded in the chain of title. A secure copy of **Exhibit C** shall be filed with the City Recorder and each party shall also have an identical copy.

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 binding the City pursuant to Resolution No. 2020-12 adopted by the City on March 5, 2020.

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
Developer's Name

_____
By: _____
Its: _____

GRANTSVILLE CITY

_____
By: Neil A. Critchlow,
Its: Mayor

Approved as to form and legality:

_____
City Attorney

Attest:

_____
City Recorder

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CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF TOOELE)

On the _____ day of_____, 20__ personally appeared before me _____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: _____

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 Manager 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: _____

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TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Final Plat
Exhibit "C"	GLUDMC
Addendum No. 1	Specific Project Terms
Addendum No. 2	Dispute Resolution Procedures

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Exhibit “A”
Legal Description of Property

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Exhibit “B”
Final Plat

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Addendum No. 1
(Project-specific terms)

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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.

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AGENDA ITEM #5

Approval of minutes from the April 4, 2024 Planning Commission Regular Meeting.

Action Summary:

#1 CUP for Kurt Held- Consideration	Approved.
#2 CUP for Scott Harker- Consideration	Approved.
#3 Anderson Ranch 4E Final- Discussion	Discussed, moved to consideration 4/18/2024.
#4 Seabase Rezone- Discussion	Discussed, moved to action item, recommended for approval.
#5 Seabase Amendment to Future Land Use and General Plan- Discussion	Discussed, moved to action item, recommended for approval.
#6 MDA for Twenty Wells PUD- Consideration	Tabled.
#7 Land Use Code Amendment Ch. 21.2.11- Discussion	Discussed, moved to action item, recommended for approval.
#8 Election of New Chairperson & Vice-Chairperson.	Rick Barchers was elected as the new Chairperson and Derek Dalton was elected as the new Vice-Chairperson.

MINUTES OF THE GRANTSVILLE CITY PLANNING COMMISSION, HELD ON APRIL 4, 2024 AT THE GRANTSVILLE CITY HALL, 429 EAST MAIN STREET, GRANTSVILLE, UTAH AND ON ZOOM. THE MEETING BEGAN AT 7:00 P.M.

Commission Members Present: Vice-Chairperson Rick Barchers, Kevin Hall, Derek Dalton, Rob Jaterka, Jeff Downward

Appointed Officers and Employees Present: Public Works Director James Waltz, Public Works Deputy Director Christy Montierth, Zoning Administrator Cavett Eaton, Community & Economic Development Administrative Assistant Jaina Bassett, Planning Advisor Gary Pinkham, Fire Marshal Brad Deleeuw, Police Chief Robert Sager, City Manager Jesse Wilson, Aqua Consultant Shay Stark, City Council Member Jeff Williams, City Council Member Heidi Hammond, Mayor Neil Critchlow

On Zoom: City Attorney Dallin Littlefield

Citizens and Guests Present: Doug Cannon, Debbie Reid, Kurt Held, Tashaya Held, Dan Reed, Barb Reed, Liz Allen, Matt Allen, Kari Hawkes, Melinda Firth, Todd Stewart, Terry Stapley, Lori Thompson, Joyce Harker, Scott Harker, Katelyn Butler, Janette Toone, Greg DeHann, Two Unknowns

On Zoom: Kary White and Several unknowns.

Commission Chairman: Rick Barchers called meeting to order at 7:03 PM.

PUBLIC NOTICE
The Grantsville City Planning Commission will hold a Regular Meeting at 7:00 p.m. on Thursday, April 4, 2024 at 429 East Main Street, Grantsville, UT 84029. The agenda is as follows:

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

a) **PROPOSED FINAL PLAN FOR THE ANDERSON RANCH SUBDIVISION PHASE 4E, LOCATED AT APPROXIMATELY SILVER SPUR RD (EAST OF ANDERSON RANCH PHASE 3).**

Liz Allen: Liz Allen was present to speak on this item. She stated that she has lived in her house for 11 years, and has seen a large amount of construction. She noted that she has suffered from several nails in her car tires, and asked that as this area is being developed, that the construction trucks take a different route or clean up after themselves to avoid this happening.

b) **PROPOSED MASTER DEVELOPMENT AGREEMENT FOR WEST HAVEN PUD, LOCATED AT CHERRY ST. AND CHERRY BLOSSOM LN.**

Kevin Jensen- Email Received 4/4/2024:
To the Mayor, City council, and Planning Commission of Grantsville city,

I am writing to address a concern I have with an upcoming proposal for Development near my home.
My wife and I received an announcement that on the 8th of April this month there would be a public meeting held, and as part of that meeting a new development would be discussed.
My family is going to be out of town during this meeting and therefore I am writing this letter to voice our opposition to this proposal.
This development is called the West Haven P.U.D. and is slated to be at the west end of Cherry Street. My address is 633 West Cherry Street and as such this new development's property is adjacent to ours.
As I began to investigate this proposal for development, I became aware of some things that greatly concern us as well as the other adjacent landowners.
Several years ago, while having my property surveyed and adjusting lot lines, I had the thought that I may want to develop my back acreage for my children and allow them to build houses on it at some point. While working with the city on my lot line adjustments and the survey, I mentioned this and the city employee that I was working with quickly replied that yes, my property could possibly be subdivided in that manner but that the city would require me to finish Cherry Street all the way up from west street to the end of cherry street. This would include

curb and gutter as well as infrastructure. I then stated that I didn't own the property that Cherry Street sat on and that it was also not owned by the city, and even if I had the financial ability to finish the road it was not mine to finish. The city worker stated that it did not matter that I didn't own the road and that I would have to work that out with the current owner but that I would still be responsible for finishing the street. Because of this we changed our thoughts on how to utilize our land and dropped the idea of developing it for our family.
Several years later our neighbors to the west of us had a similar idea to use part of their 10 acres to build a home for a family member. They too were told the same thing, that they would have to finish cherry street all the way up to their home to do this.
Then about 2 years ago the lot that is adjacent to mine on the east side came up for sale. The realtor asked if I would be willing to speak with the potential buyer that was looking at the property. I agreed, and in speaking with the individual it was clear that he was also looking for a place to put a couple of homes for his family. I told him that he should check with the city first and find out what requirements they would have for this lot because of what I had been told years ago. I was thanked later by the potential buyer, because the city had indeed told him that he would have to finish cherry street, with all infrastructure included, if he wanted to build homes
on that lot. Needless to say, the property was never sold.
Also, during this time The Butlers, (the current owners of the property that is being discussed in this new development) were having their property surveyed in the hopes that they could develop the property for family.
I found out during this process that they were told the same thing about finishing cherry street. The Butlers actually own Cherry Street, so this actually made a little more sense to us.

However, after hearing this we saw that the butlers had decided to list the property for sale rather than develop it themselves.
There are also 2 other landowners that we believe were told the same thing about having to finish cherry street if they wanted to develop and I am currently investigating if that is the case.
Fast forward to the present. Upon reading the information of what is being Proposed for the "West Haven PUD", I was shocked to find out that this developer wants the property for high density housing, which far exceeds the R-1-21 current zoning, but more importantly, that they have also been told by the city that they will not have to finish Cherry Street.
Upon hearing that this new development will not have to finish cherry street I contact several individuals in the city to verify this. I found out that it is indeed the intent of this new proposal that the new developer will not have to finish cherry street.
Since that time, I have been in contact with my personal attorney as well as a property attorney. Both of these individuals stated that they believe that the city set a "precedent" when they told other landowners that they would be required to finish Cherry Street in order develop their land. If this new proposal allows for a development at the end of cherry street without finishing Cherry street up to the development then this would amount to "selective enforcement" of the

precedent, which would amount to bias in how the city enforces requirements for development, and this bias could be seen as having caused “damage” to the adjacent land owners that were told they would be forced to finish cherry street.
Both attorneys agree that there are 3 scenarios that may play out in this situation.
1. The city requires that the current developer that is proposing the West Haven P.U.D. improve (finish) cherry street up to the West Haven PUD with and including all infrastructure, both underground and above ground, per the precedent set with prior landowners. This would effectively fulfill the precedent that the city has set, and the city would find themselves in safe legal position.
2. If the city approves the West Haven PUD as it is currently proposed and does not require the developer to improve (finish) cherry street then the prior precedent is void, which will allow all adjacent landowners to develop as they see fit without having to improve (finish) cherry street.
3. If the city approves the West Haven PUD as it is currently proposed and does not require the developer to improve (finish) Cherry Street then the city may be held liable for damages caused to adjacent land owners for missed opportunities that the landowners were not able to take advantage of due to the city claiming there was a requirement to improve (finish) cherry street.
If the city decides to allow the West Haven PUD move forward without requiring the developer to finish Cherry Street, I will asses what my legal options are, as well, I will call for an investigation of the city in its application of development practices and selective enforcement of its practices.
I know that the current developer is stating that they do not need to finish Cherry Street because they will have Cherry Blossom Lane as ingress and egress from the development as well as connecting to current infrastructure under Cherry Blossom. Therefore, they believe that this negates the precedent for finishing Cherry Street. However, the current landowners had that

same option to use Cherry Blossom when they tried to develop the parcel prior to this and the city still told them there was a requirement to finish cherry street, so the precedent for this parcel still stands. I was told this by the current landowner themselves, as well as a city official, and by the surveyor that surveyed my property, the Stapley property, and the Butler property.
There is also talk that the new owners/developers will “gift” Cherry Street to the city and by doing so that will negate the precedent. Again, this will not, because that offer was made to the city prior to the proposal of this development, and the city still stated that the anyone developing their land adjacent to cherry street would be required to improve cherry street rather than the city doing it.
As a side note this is not only a legal matter but a matter of public safety as well. Currently many parents and students, that do not live on Cherry Street, drive Cherry Street every day to get to the high school and junior high. Even after the finishing of Apple Street, they still use Cherry Street.

More than half of the traffic that is on Cherry Street is not from residents that live on this section of Cherry Street, but from individuals that live west and northwest of Cherry Street. This puts a great deal of stress on a dirt road. Many times during the year this road is all but impassable because of what happens with rain and snow and vehicles driving on it when wet. Also, because it is dirt, the city refuses to plow it in the wintertime. Granted, our city does not have a lot of snow, however we have at least one good storm a year, and because of wind that is always present, large drifts build up after these storms. The drifts always occur in front of the parcel that is owned by the catholic church. Not only have I had to plow these drifts out with my personal tractor every winter, I have personally pulled out at least one stranded motorist every winter that finds themselves stuck in these drifts. This is bad enough with a handful of motorists, but if you add 47 more units to the top of the street this will exacerbate the situation exponentially.
My wife and I are not apposed to development, but we are opposed to the selective enforcement of the city precedent that has been set on the improvement of cherry street. We are also opposed to the rezoning of this parcel, as all those living adjacent to it have been told for years that this parcel would be developed under the zoning requirements of R-1-21, We realize that the city has a process for rezoning and we trust that the city will follow all rezoning processes properly and make its decision not only on what is beneficial for the city but fair to adjacent landowners.

Thank you for your time,
Kevin Jensen

Barb Reed: Barb Reed was present to speak on this item. She noted that she has lived at her home on Cherry St. since 1996, and has watched in horror as thousands of homes have gone in around her. She stated that there is some disagreement as to where the City's ownership of Cherry St. begins and ends. She spoke to negative experiences she has had, including how she had to purchase the fire hydrant near her home, has been without City snow plowing services, and was previously told that her property was zoned differently than it actually was. She asked if Cherry St. would remain a dirt road.

It was noted that the Commissioners cannot reply to her during public comment, but that she can contact the City Staff to obtain answers to her questions.

Dan Reed: Dan Reed was present to speak on this item. He asked where the speed limit sign for his dirt road is, what size rocks can be there, and what Cherry St. will consist of. He spoke to proposed homes that will be facing Cherry St., and expressed concerns about the ATVs and other motor vehicles going down Cherry St. He noted that the ATVs and other motor vehicles fly down his street and on his property, bringing several issues in regards to public safety and his personal quality of life.

It was noted that the Commissioners cannot reply to him during public comment, but that he can contact the City Staff to obtain answers to his questions.

Terry Stapley: Terry Stapley was present to speak on this item. He noted that he owns the last 10 acre property before you hit Cherry St. and that he is the recipient of the extreme traffic there. He stated that he was told by a previous City employee that he would be required to improve all of Cherry St. in order to subdivide or develop his property for his children. He questioned why he and his neighbor, Kevin Jensen, were told they would be required to finish and improve all of Cherry St., but that the developer of this agenda item is not required to. He expressed frustration about the appearance of different rules for the developer.

Todd Stewart: Todd Stewart was present to speak on this item. He noted that he lives on Cherry Blossom, and that he has been unable to find the plans for the PUD to see how these homes would tie into the existing homes. He stated that the high density developments that are proposed in the A-10 zoning designations, do not make sense. He expressed concerns about the traffic and road situation. He noted that he would like to see that actual compaction was done, especially knowing that it was previously a dump for the old high school.

Kary Yates: Kary Yates was present on Zoom to speak on this item. He stated that he was part of the original proposed development of this land, and that they had to improve Main Street to do so. He stated that the density now being requested does not fit the location, or the original proposal. He noted that he disagrees with the high density being proposed here.

c) **PROPOSED REZONE OF 74.89 ACRES OF PROPERTY FROM ZONING DESIGNATION A-10 TO ZONING DESIGNATION C-G, LOCATED AT APPROXIMATELY 1600 N SR138.**

Barb Reed: Barb Reed was present to speak on this item. She expressed that she disagrees with rezoning A-10 properties to commercial properties.

d) PROPOSED AMENDMENT TO THE GRANTSVILLE CITY GENERAL PLAN AND FUTURE LAND USE MAP, FOR THE PROPERTY LOCATED AT APPROXIMATELY 1600 N SR138 FROM AN INDUSTRIAL DESIGNATION TO A COMMERCIAL DESIGNATION.

Todd Stewart: Todd Stewart was present to speak on this item. He noted that he would like the Planning Commission to look back at old proposed plans, along with the master plan and previous master plans, when considering changes to the General Plan and Future Land Use Map.

e) **PROPOSED AMENDMENT TO THE GRANTSVILLE LAND USE AND MANAGEMENT CODE - CHAPTER 21, SECTION 21.2.11 - DETERMINATION OF APPROPRIATE PROCESS (LEVEL 2 MINOR SUBDIVISIONS).**

No comments.

AGENDA

1. Consideration of the proposed Conditional Use Permit for Kurt Held II to own and operate A to Z Small Engine Repair, located at 249 E. Pioneer Rose Ln.

Kurt Held II was present to answer questions on this agenda item. Commissioner Rob Jaterka commended Kurt for addressing his business idea with his neighbors before applying for the conditional use permit.

It was noted that concerns were received regarding Pioneer Rose Ln. being a private lane. It was noted that it is not the Planning Commission's place to be involved in the maintenance of the private lane. The Commission noted that they hope Mr. Held will be respectful of his neighbors with parking, road maintenance, and noise levels.

> **Kevin Hall made a motion to recommend approval of the proposed Conditional Use Permit for Kurt Held II to own and operate A to Z Small Engine Repair, located at 249 E. Pioneer Rose Ln. Derek Dalton seconded the motion. And all in favor? The vote was as follows: Rick Barchers "Aye", Kevin Hall "Aye", Derek Dalton "Aye", Rob Jaterka "Aye", Jeff Downward "Aye". The motion carried unanimously.**

2. Consideration of the proposed Conditional Use Permit for Scott Harker to own and operate a small business selling hay out of his detached garage, located at 143 E. Elisabeth Cv.

Scott Harker was present to answer questions on this agenda item. Commissioner Kevin Hall stated that he drove by this property today, and noticed a slab of concrete in the backyard. He asked if it is intended for the hay shed that would be used for this business. Mr. Harker confirmed that the cement is intended for the hay shed for this business. Fire Marshal Brad Deleeuw was present and noted that the Fire Chief had questions regarding the amount of hay being stored on the property, and for how long it would be stored there. Mr. Harker noted that he expects approximately 60 bales of hay stored on the property at a time. It was noted that the hay shed will be surrounded by gravel.

Commissioner Hall noted that with an open hay shed, there is potential for the hay to be blown to neighboring properties, becoming a nuisance. Mr. Harker acknowledged that this is a valid concern, and noted that several of his neighbors store hay on their properties as well. Mr. Harker noted that the hay will be brought in on a semi or a gooseneck trailer.

Commissioner Hall noted that the Staff report suggests that the hay be kept 100 feet from his neighbors' homes, and asked if Mr. Harker had measured it out to fit within those parameters. Mr. Harker confirmed that he did measure the distance, and it does fit within that parameter.

Commissioner Jaterka expressed the concern of a semi being parked on the street, impacting his neighbors. He stated that he would prefer if another method was used, so neighbors would not be affected by a semi. Mr. Harker agreed that this is reasonable, and stated that a gooseneck trailer is the method he has been using for his small amounts of hay.

> **Kevin Hall made a motion to recommend approval of the proposed Conditional Use Permit for Scott Harker to own and operate a small business selling hay out of his detached garage, located at 143 E. Elisabeth Cv. Rob Jaterka seconded the motion. And all in favor? The vote was as follows: Rick Barchers "Aye", Kevin Hall "Aye", Derek Dalton "Aye", Rob Jaterka "Aye", Jeff Downward "Aye". The motion carried unanimously.**

3. Discussion of the proposed Final plan for the Anderson Ranch subdivision Phase 4E, located at approximately Silver Spur Rd (East of Anderson Ranch Phase 3).

Zoning Administrator Cavett Eaton was present to answer questions on this agenda item. He noted that the zoning questioned on the Staff Report was since clarified. He stated that the property was rezoned previously, and all is well with the City regarding zoning.

Doug Cannon was also present to answer questions on this agenda item. Vice-Chairman Rick Barchers noted that concerns were received from a group of residents near Gold Dust Rd. He noted that the original proposal did not include a connection to the bigger subdivision, but that it would limit the access to the subdivision dramatically. He stated that this change was made to meet public safety code requirements.

It was noted that the Commission would like to see the redlines addressed, then for this agenda item to come back for consideration on April 18th.

4. Discussion of the proposed rezone of 74.89 acres of property from zoning designation A-10 to zoning designation C-G, located at approximately 1600 N SR138.

Commissioner Hall noted that this property was originally within Tooele County's limits, then annexed into Grantsville City and lost the zoning designation that allowed him the flexibility to do what he wanted to do.

Commissioner Dalton noted that it was previously discussed to have conservation at this property. Mr. Eaton clarified that the property owner entertained this route, but that a commercial zoning designation is a better fit for them and their needs.

> **Kevin Hall made a motion to move this agenda item to an action item. Jeff Downward seconded the motion. And all in favor? The vote was as follows: Rick Barchers "Aye", Kevin Hall "Aye", Derek Dalton "Aye", Rob Jaterka "Aye", Jeff Downward "Aye". The motion carried unanimously.**
>
> **Kevin Hall made a motion to recommend approval of the proposed rezone of 74.89 acres of property from zoning designation A-10 to zoning designation C-G, located at approximately 1600 N SR138. Derek Dalton seconded the motion. And all in favor? The vote was as follows: Rick Barchers "Aye", Kevin Hall "Aye", Derek Dalton "Aye", Rob Jaterka "Aye", Jeff Downward "Aye". The motion carried unanimously.**

5. Discussion of the proposed amendment to the Grantsville City General Plan and Future Land Use Map, for the property located at approximately 1600 N SR138 from an Industrial designation to a Commercial designation.

> **Derek Dalton made a motion to move this agenda item to an action item. Rick Barchers seconded the motion. And all in favor? The vote was as follows: Rick Barchers "Aye", Kevin Hall "Aye", Derek Dalton "Aye", Rob Jaterka "Aye", Jeff Downward "Aye". The motion carried unanimously.**
>
> **Kevin Hall made a motion to recommend approval of the proposed amendment to the Grantsville City General Plan and Future Land Use Map, for the property located at approximately 1600 N SR138 from an Industrial designation to a Commercial designation. Rob Jaterka seconded the motion. And all in favor? The vote was as follows: Rick Barchers "Aye", Kevin Hall "Aye", Derek Dalton "Aye", Rob Jaterka "Aye", Jeff Downward "Aye". The motion carried unanimously.**

6. Consideration of the proposed Master Development Agreement for The Estates at Twenty Wells PUD.

Scott Yermish was present to answer questions on this agenda item. He noted that after the work meeting today they have a good idea of what the City wants, and they will work to make those changes to the Master Development Agreement. Mr. Yermish noted that they will be addressing specific parcels and their variations in the Master Development Agreement that is brought back for the next meeting.

Mr. Stark stated that before the next meeting for this to be recommended for approval, the table with listed variances to code be completed and reviewed. It was clarified that this table must be a part of the Master Development Agreement, for the specifics to be approved.

> **Rick Barchers made a motion to table the Consideration of the proposed Master Development Agreement for The Estates at Twenty Wells PUD. Jeff Downward seconded the motion. And all in favor? The vote was as follows: Rick Barchers "Aye", Kevin Hall "Aye", Derek Dalton "Aye", Rob Jaterka "Aye", Jeff Downward "Aye". The motion carried unanimously.**

7. Discussion of the proposed amendment to the Grantsville Land Use and Management Code - Chapter 21, Section 21.2.11 - Determination of Appropriate Process (Level 2 Minor Subdivisions).

Zoning Administrator Cavett Eaton was present to answer questions on this agenda item. He noted that the purpose of this change is to support the new minor subdivision process previously approved, with additions made to meet the requirements of the Tooele County Recorder's office for recording. He noted that the City has strict checklists that have been approved, which will ensure all required items are present on the plat.

> **Kevin Hall made a motion to move this agenda item to an action item. Rob Jaterka seconded the motion. And all in favor? The vote was as follows: Rick Barchers "Aye", Kevin Hall "Aye", Derek Dalton "Aye", Rob Jaterka "Aye", Jeff Downward "Aye". The motion carried unanimously.**
>
> **Derek Dalton made a motion to recommend approval of the proposed amendment to the Grantsville Land Use and Management Code - Chapter 21, Section 21.2.11 - Determination of Appropriate Process (Level 2 Minor Subdivisions). Rob Jaterka seconded the motion. And all in favor? The vote was as follows: Rick Barchers**

"Aye", Kevin Hall "Aye", Derek Dalton "Aye", Rob Jaterka "Aye", Jeff Downward "Aye". The motion carried unanimously.

8. Election of a new chairperson and vice-chairperson for the Grantsville Planning Commission for 2024.

Kevin Hall made a motion to elect Rick Barchers as the new chairperson for the Grantsville Planning Commission for 2024. Rob Jaterka seconded the motion. And all in favor? The vote was as follows: Rick Barchers "Aye", Kevin Hall "Aye", Derek Dalton "Aye", Rob Jaterka "Aye", Jeff Downward "Aye". The motion carried unanimously.

Kevin Hall made a motion to elect Derek Dalton as the new vice-chairperson for the Grantsville Planning Commission for 2024. Rob Jaterka seconded the motion. And all in favor? The vote was as follows: Rick Barchers "Aye", Kevin Hall "Aye", Derek Dalton "Aye", Rob Jaterka "Aye", Jeff Downward "Aye". The motion carried unanimously.

9. Report from City Council liaison Rhett Butler.

Rhett Butler was absent for this agenda item, but City Council Member Jeff Williams was present in his place. He stated that he has an office in Draper that is set up similarly to the commercial areas on the concept plan for Twenty Wells. He stated that he has witnessed issues there, due to the lack of traffic lights at each access to the development, and the residential properties not being separate from the commercial properties. It was noted that the City is unsure if discussions regarding the need for traffic lights have occurred, but that this would happen when they move forward with a preliminary plan. Mr. Stark noted that in a previous discussion with UDOT, it was noted that traffic lights are not put in until the traffic is already there to justify it. He noted that the City cannot assess impact fees for things that may or may not happen. He stated that ultimately what happens with SR112 is at the discretion of UDOT, not the City or developers.

10. Adjourn.

Derek Dalton made a motion to adjourn. Jeff Downward seconded the motion. And all in favor? The vote was as follows: Rick Barchers "Aye", Kevin Hall "Aye", Derek Dalton "Aye", Rob Jaterka "Aye", Jeff Downward "Aye". The motion carried unanimously. The meeting ended at 8:15 PM.

AGENDA ITEM #6

Report from City Council liaison Rhett Butler.

AGENDA ITEM #7

Adjourn.