Notice is hereby given that the
WILLARD CITY PLANNING COMMISSION
Will meet in a regular session on
Thursday, October 3, 2024 – 6:30 p.m.
Willard City Hall, 80 West 50 South
Willard, Utah, 84340

AGENDA

(Agenda items may or may not be discussed in the order they are listed and may be tabled or continued as appropriate.) Public comment may or may not be taken.

5:30 – 6:30 WORK SESSION to discuss proposed amendments to the Table of Uses found in Chapters 12-111-3 and 12-112-3 of the Willard City Zoning Ordinance

1. Prayer
2. Pledge of Allegiance
3. General Public Comments (Input for items not on the agenda. Individuals have three minutes for open comments)
4. Report from City Council
5. Discussion/Action Items
   a. Consideration of a preliminary plan for Granite Rudge Subdivision Phase 6 located at approximately 675 South 450 East (Parcel Nos. 02-053-0014 and 02-053-0069) (Continued from August 15 and September 5, 2024)
   b. Consideration and recommendation to the City Council regarding a proposal to amend the General Plan found in Chapter 12-000 of the Willard City Zoning Ordinance to include a future land use map for the South Willard area included in Willard's Annexation Policy Declaration (continued from April 4, April 18, May 2, May 16, June 20, and September 5, 2024)
   c. Review of a conditional use permit review issued to Neldon and Jan Kapp for a building permit for a single-family dwelling located at 620 North 200 West (Parcel No. 02-046-0005) in October 2002
   d. Discussion regarding amending the Table of Uses found Chapter 12-111-3 and 12-112-3 of the Willard City Zoning Ordinance (Continued from August 1, August 15, September 5, and September 19, 2024)
6. Consideration and approval of the September 19, 2024, regular Planning Commission minutes
7. Commissioner/Staff Comments
8. Adjourn

I, the undersigned duly appointed and acting Deputy City Recorder for Willard City Corporation, hereby certify that a copy of the foregoing notice and agenda was posted at the Willard City Hall, on the State of Utah Public Meeting Notice website https://www.utah.gov/pmn/index.html, on the Willard City website www.willardcity.com, and sent to the Box Elder News Journal this 27th day of September, 2024.

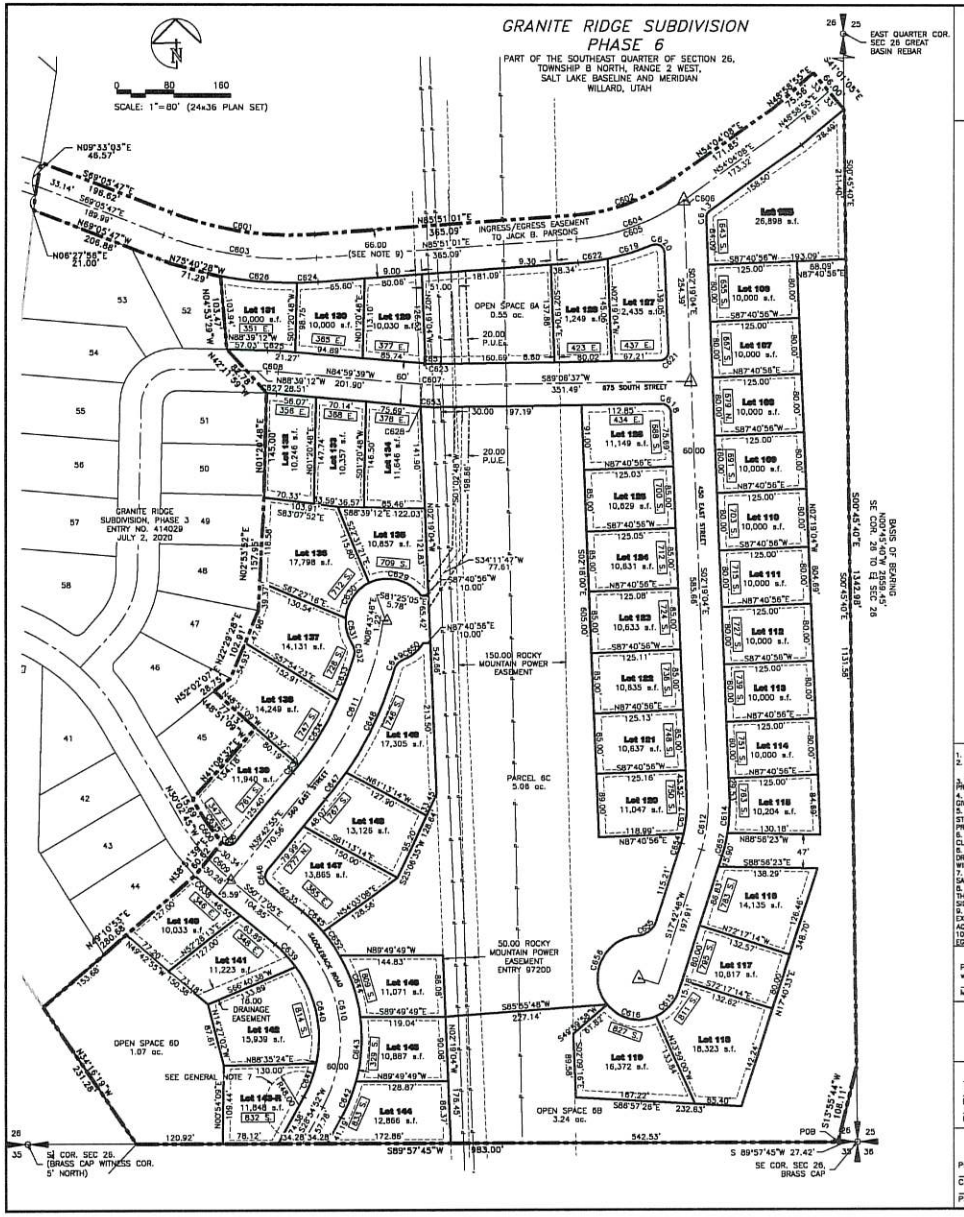
/s/ Michelle Drago
Deputy City Recorder

NOTICE OF SPECIAL ACCOMMODDTION DURING PUBLIC MEETINGS - In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City Office at 80 West 50 South, Willard, Utah 84340, phone number (435) 734-9881, at least three working days prior to the meeting.

ITEM 5A

GRANITE RIDGE SUBDIVISION
PHASE 6

PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASELINE AND MERIDIAN
WILLARD, UTAH



LEGEND

- BOUNDARY LINE
- LOT LINE
- CL
- EASEMENT-PUBLIC UTILITY EASEMENT UNLESS NOTED OTHERWISE
- P — P — POWER LINE
- CL MONUMENT

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C600	56.54	270.00	11°59'51"	S39°02'41"E	56.43
C601	204.20	467.00	25°03'12"	S81°37'23"E	202.56
C602	148.10	267.00	31°48'52"	N89°57'34"E	146.21
C603	218.63	500.00	25°03'12"	S81°37'23"E	218.89
C604	166.41	300.00	31°48'52"	N89°57'34"E	164.28
C605	161.92	300.00	30°55'30"	N70°23'18"E	159.96
C606	4.48	300.00	0°51'22"	N54°29'49"E	4.48
C607	25.72	250.00	5°53'44"	S87°58'31"E	25.71
C608	15.97	250.00	3°39'34"	N86°49'28"W	15.96
C609	38.35	300.00	7°19'30"	S46°37'19"E	38.33
C610	278.48	200.00	79°11'56"	N10°41'06"W	254.97
C611	236.85	475.00	30°59'09"	N24°13'21"E	253.76
C612	59.92	200.00	20°01'51"	N07°41'51"E	59.57
C613	12.30	12.50	56°23'13"	S25°52'32"W	11.81
C614	47.83	230.00	11°54'53"	N03°38'22"E	47.74
C615	49.32	58.50	48°18'13"	N41°31'23"E	47.87
C616	75.54	58.50	73°58'58"	S78°59'31"E	70.40
C617	46.04	170.00	15°30'57"	N05°26'24"E	45.90
C618	19.32	12.50	88°34'18"	N46°36'14"W	17.46
C619	55.40	333.00	11°19'09"	N73°05'37"E	83.29
C620	24.06	12.50	110°17'32"	N57°27'51"W	20.52
C621	19.95	12.50	91°25'42"	N43°23'46"E	17.90
C622	41.89	333.00	7°12'29"	N82°14'46"E	41.87
C623	2.22	220.00	0°34'37"	S85°18'58"E	2.22
C624	29.47	533.00	3°10'04"	N87°26'03"E	29.47
C625	17.88	280.00	3°39'34"	N86°49'28"W	17.88
C626	107.80	533.00	11°35'17"	S85°11'17"E	107.61
C627	14.05	220.00	3°39'34"	N86°49'28"W	14.05
C628	0.86	280.00	0°10'30"	S85°04'54"E	0.85
C629	81.12	58.50	79°27'12"	N76°02'35"W	74.78
C630	51.98	58.50	82°41'58"	S33°32'50"W	59.12
C631	37.03	58.50	36°18'17"	S14°36'18"E	36.42
C632	16.87	20.00	48°19'40"	N08°34'36"W	16.37
C633	87.51	445.00	8°41'31"	N19°53'59"E	87.44
C634	108.21	445.00	13°40'31"	N31°07'00"E	107.98
C635	56.54	270.00	11°59'51"	S39°02'41"E	56.43
C636	21.43	12.50	98°14'28"	N88°50'10"E	18.90
C637	13.68	445.00	1°45'39"	N36°50'05"E	13.68
C638	37.88	330.00	6°34'37"	S46°56'46"E	37.86
C639	42.39	170.00	14°17'18"	N43°08'26"W	42.28
C640	141.78	170.00	47°47'03"	N12°08'18"W	137.70
C641	50.82	170.00	17°07'36"	N20°21'04"E	50.63
C642	54.89	230.00	13°40'24"	N22°04'40"E	54.76
C643	90.78	230.00	22°36'54"	N03°56'01"E	90.19
C644	91.53	230.00	22°48'02"	N16°48'27"W	90.92
C645	40.81	230.00	10°09'37"	N45°12'06"W	40.75
C646	19.63	12.50	90°00'00"	S05°17'05"E	17.68
C647	48.32	505.00	5°28'55"	N36°56'28"E	48.30
C648	160.85	505.00	18°14'59"	N25°06'31"E	160.17
C649	18.19	20.00	52°05'45"	S42°01'36"W	17.57
C650	37.16	58.50	36°23'59"	N49°52'49"E	36.54
C651	20.42	220.00	5°19'07"	S86°13'50"E	20.41
C652	39.92	230.00	9°56'40"	N35°08'48"W	39.87
C653	27.96	280.00	5°43'14"	S88°01'48"E	27.94
C654	13.40	170.00	4°30'53"	N15°27'20"E	13.39
C655	36.21	30.00	69°08'58"	N52°17'15"E	34.05
C656	129.53	58.50	126°51'46"	S23°25'51"W	104.64
C657	32.58	230.00	8°06'57"	N13°39'18"E	32.55

GENERAL NOTES

1. 45 RESIDENTIAL LOTS
2. TYPICAL EASEMENTS AS FOLLOWS UNLESS OTHERWISE NOTED:
   FRONT: 10' REAR: 10' SIDE: 5'
3. 5/8" REBAR TO BE SET AT ALL REAR PROPERTY CORNERS. CURB PINS TO BE SET AT LOT LINE PROJECTIONS.
4. POWER/PHONE LINE. PRESUMED TO BE ENTRY NO. 231986 (BOOK P/PAGE 562) NO DESCRIPTION GIVEN.
5. OPERATION OF HEAVY EQUIPMENT, DRILLING AND BLASTING OF ROCK, CRUSHING, PROCESSING, AND STOCKPILING OF MATERIAL AS WELL AS TRANPORT/HAULING OF MATERIAL WILL BE TAKING PLACE ON THE PROPERTY IMMEDIATELY ADJACENT TO THE SUBDIVISION PROPERTY.
6. ROCKY MOUNTAIN POWER TO REVIEW HOUSE PLANS FOR LOTS 129,134,135,144,145,146,148 TO ENSURE CLEARANCES PER NATIONAL ELECTRICAL SAFETY CODE.
7. LOTS 132, 133, 134, 135, 136, 145, 147, 148 AND 149 ARE ASSOCIATED WITH A FOUNDATION LAND DRAIN SYSTEM. SEE GRANITE RIDGE PHASE 6 CONSTRUCTIONS DRAWINGS AVAILABLE FOR REVIEW AT THE WILLARD CITY OFFICES.
8. TEMPORARY TURNAROUND EASEMENT. EASEMENT WILL AUTOMATICALLY VACATE AT THE EXTENSION OF SADDLEBACK ROAD.
9. LOT 143-R IS A RESTRICTION LOT. THIS LOT CANNOT BE SOLD OR BUILDING PERMIT ISSUED UNTIL THE ROAD IS EXTENDED BEYOND THE SUBDIVISION BOUNDARY, COMPLETE WITH CURB, GUTTER AND SIDEWALK.
9. THE LEGAL DESCRIPTION IN CORRECTIVE WARRANTY DEED ENTRY 93155 DOES NOT MATCH THE EXISTING ROADWAY FOR JACK B. PARSONS ACCESS ROAD. THIS PLAT USES THE CENTERLINE OF THE ACTUAL ROAD AS BEING THE CENTERLINE OF THE PARSONS INGRESS/EGRESS EASEMENT.
10. LOTS 103, 127, 128, 129, 130, 131 SHALL NOT HAVE ACCESS FROM THE JACK B. PARSONS EGRESS ROAD ON THE NORTH OF THE LOTS.

CITY COUNCIL APPROVAL AND ACCEPTANCE

Presented to the Willard City Mayor this _____ day of _____ A.D., 20____, at which time this subdivision was approved and accepted.

Mayor _____ Date _____

APPROVAL AS TO FORM

Approved as to form this _____ day of _____ A.D., 20____.

City Attorney

UTILITY COMPANY APPROVALS

The utility easements shown on this plat are approved

Dominion Energy _____ Rocky Mntn Power _____

CenturyLink Communications _____ Comcast Cable _____

PLANNING COMMISSION CHAIRMAN APPROVAL AND ACCEPTANCE

Presented to the Willard City Planning Commission chairman this _____ day of _____ A.D., 20____, at which time this subdivision was recommended to the City Council for approval.

Planning Commission Chairman _____ Date _____

LEGAL DESCRIPTON

Part of the Southeast Quarter of Section 26, Township 8 North, Range 2 West, Salt Lake Baseline and Meridian described as follows:

Commencing at the Southeast Corner of Section 25, Township 8 North, Range 2 West, Salt Lake Baseline and Meridian monumented with a brass cap thence S 89°57'45" W 27.42 feet along the south line of the Southeast Quarter of said Section 26 to the POINT OF BEGINNING and running
thence S 89°57'45" W 983.00 feet continuing along the south line of the Southeast Quarter of said Section 26;
thence N 34°16'19" W 231.28 feet;
thence along the boundary of Granite Ridge Subdivision Phase 3 recorded in the Box Elder County Recorder's Office under Entry No. 414029 on July 2, 2020 the next fourteen courses:
1) thence N 49°10'53" E 280.68 feet;
2) thence N 38°51'39" E 80.62 feet;
3) thence Northwesterly, a distance of 56.54 feet along a non tangent curve to the right of which the radius point lies N 47°57'24" E, with a radius of 270.00 feet, having a central angle of 11°59'51" and a chord that bears N 39°02'41" W 56.43 feet;
4) thence N 32°02'45" W 15.69 feet;
5) thence N 41°08'32" E 134.18 feet;
6) thence N 48°51'09" W 77.13 feet;
7) thence N 52°02'07" E 28.75 feet;
8) thence N 22°29'28" E 102.91 feet;
9) thence N 02°53'52" E 157.95 feet;
10) thence N 01°20'48" E 145.00 feet;
11) thence N 42°11'59" W 82.78 feet;
12) thence N 04°53'29" W 103.47 feet;
13) thence N 75°40'28" W 71.29 feet;
14) thence N 69°05'47" W 206.86 feet;
thence N 06°27'56" E 21.00 feet along the boundary of Willard Peak Ranches No. 1, Appaloosa Ranch recorded in the Box Elder County Recorder's Office under Entry No. 197400 on March 2, 2004;
thence N 09°33'03" E 46.57 feet;
thence S 89°05'47" E 196.62 feet;
thence Easterly, 204.20 feet along a curve to the left having a radius of 467.00 feet, a central angle of 25°03'12" and a chord that bears S 81°37'23" E 202.56 feet;
thence N 85°51'01" E 365.09 feet;
thence Easterly, 148.10 feet along a curve to the left having a radius of 267.00 feet, a central angle of 31°48'52" and a chord that bears N 89°57'34" E 146.21 feet;
thence N 54°04'08" E 171.85 feet;
thence N 48°56'55" E 75.36 feet;
thence S 41°01'05" E 66.00 feet to the east line of the Southeast Quarter of said Section 26;
thence S 00°45'40" E 1,342.98 feet along said east line
thence S 13°55'44" W 108.11 feet to the point of beginning, containing, 28.16 acres, more or less.

SURVEYOR'S NOTES/NARRATIVE

1. THE PURPOSE OF THIS SURVEY WAS TO DEVELOP A RESIDENTIAL SUBDIVISION ON THE SUBJECT PROPERTY. THE SURVEY WAS REQUESTED BY ERIC HOUSEHOLDER.
2. THE BASIS OF BEARING IS N 00°45'40" W BETWEEN THE SOUTHEAST CORNER OF SECTION 26 MONUMENTED BRASS CAP AND THE EAST QUARTER CORNER OF SECTION 26 MONUMENTED WITH A GREAT BASIN REBAR. THE CENTERLINE MONUMENTS AND BASIS OF SAID WILLARD PEAK RANCHES NO. 1 APPALOOSA RANCH WAS ALSO USED AS BASIS OF BEARING.

SURVEYOR'S CERTIFICATE

I, Brian G. Lyon, a Registered Land Surveyor, hold Certificate No. 275617, as prescribed by the laws of the State of Utah, and do hereby certify that by authority of the owners, I have made a survey of the tract of land shown on this plat, which is accurately described therewith, and have subdivided said tract of land into lots to be hereafter known as GRANITE RIDGE SUBDIVISION, PHASE 6, and that the same has been surveyed and staked on the ground as shown on this plat.

Signed on this _____ day of _____, 20____.

PROFESSIONAL LAND SURVEYOR 275617 BRIAN G. LYON 7/17/21 STATE OF UTAH

ENGINEER'S CERTIFICATE

I certify that I have examined this plat and find it to be correct and in accordance with information on file in this office and the city ordinance.

Date _____ City Engineer

OWNERS DEDICATION

Know all by these presents that we the undersigned owners of the above-described tract of land, having caused the same to be subdivided into lots and streets to hereafter be known as GRANITE RIDGE SUBDIVISION PHASE 6, do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for public use, and do warrant, defend and save the municipality harmless against any easements or other encumbrances on the dedicated streets which will interfere with the municipality's use, operation and maintenance of the streets and do further dedicate the easements as shown, with the same warranty as given for other dedicated property.

In witness whereof, we have hereunto set our hands this _____ day of _____, 2024.

LIMITED LIABILITY ACKNOWLEDGEMENT

STATE OF UTAH }
COUNTY OF BOX ELDER }

On the _____ day of _____ A.D., 20____ personally appeared before me, _____ who being by me duly sworn did say, for him/herself, that he/she is the Manager/Member of Granite Ridge Development Company, a Utah Limited Liability Company and that the within and foregoing instrument was signed on behalf of said Corporation by authority of its Articles of Organization and each duly acknowledged to me that said Limited Liability Company executed the same.

My commission expires:_____

Notary Public _____

Residing at: _____

COUNTY RECORDER'S NO.

State of Utah, County of Box Elder, recorded and filed at the request of _____

Date _____ Time _____ Fee _____
Entry _____

Index _____
Filed in: File of plats _____ County Recorder

BY:

ALLIANCE CONSULTING ENGINEERS
1672 N. MAIN STREET, SUITE P
LOGAN, UTAH 84321
(435)755-5121

OWNER: Ridge Development, Co
3716 e. cottonwood drive
Eden, Utah 84310

No.	REVISIONS/ ALTERATIONS	DATE

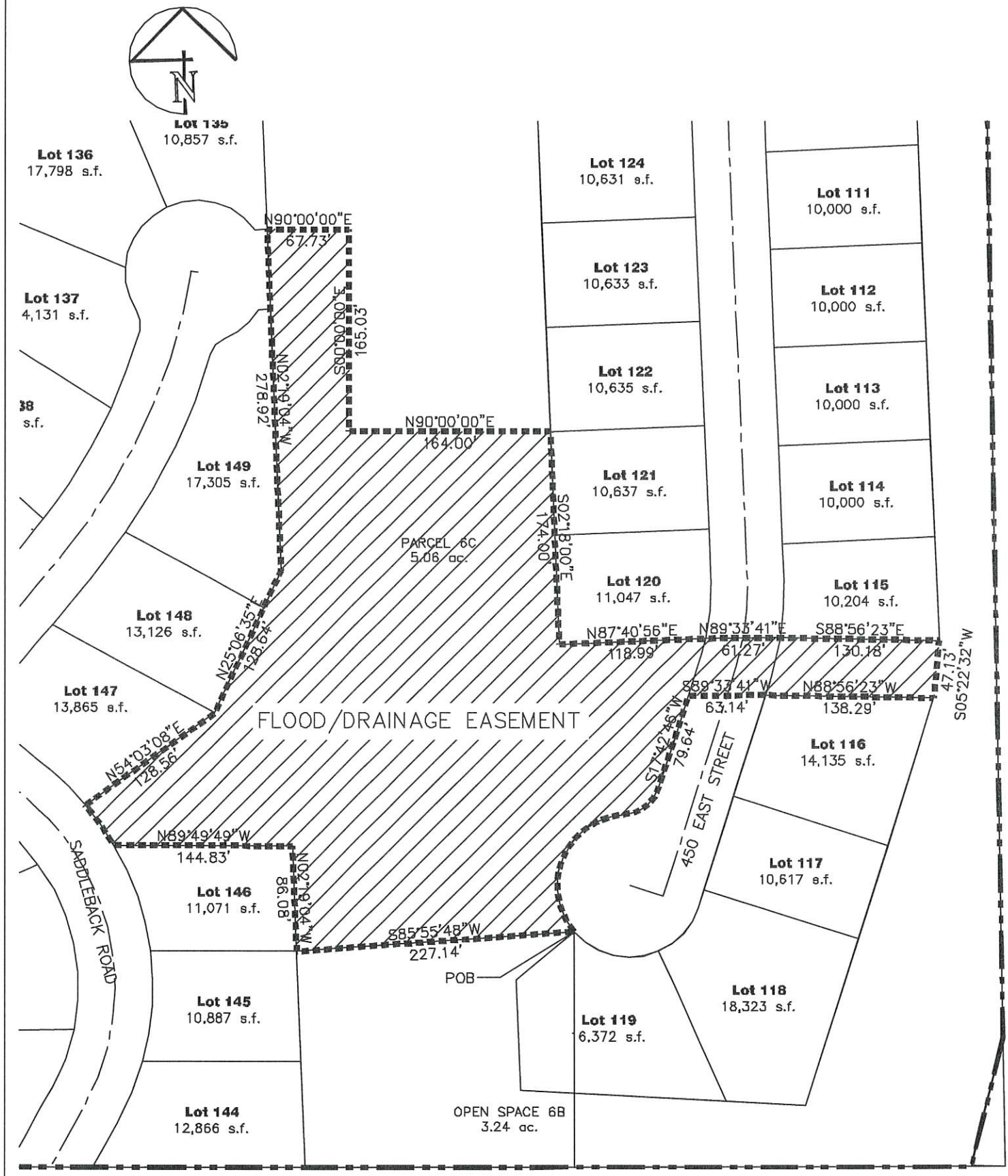
DRAWN :
CHECKED :
DATE :
PROJECT NO.:

GRANITE RIDGE SUBDIVISION PHASE 6
PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASELINE AND MERIDIAN WILLARD, UTAH

FINAL PLAT

JUNE, 2021

1 OF 1


Lot 135
10,857 s.f.
Lot 136
17,798 s.f.
Lot 137
4,131 s.f.
Lot 149
17,305 s.f.
Lot 148
13,126 s.f.
Lot 147
13,865 s.f.
Lot 146
11,071 s.f.
Lot 145
10,887 s.f.
Lot 144
12,866 s.f.
Lot 124
10,631 s.f.
Lot 123
10,633 s.f.
Lot 122
10,635 s.f.
Lot 121
10,637 s.f.
Lot 120
11,047 s.f.
Lot 119
6,372 s.f.
Lot 118
18,323 s.f.
Lot 117
10,617 s.f.
Lot 116
14,135 s.f.
Lot 115
10,204 s.f.
Lot 114
10,000 s.f.
Lot 113
10,000 s.f.
Lot 112
10,000 s.f.
Lot 111
10,000 s.f.
PARCEL 6C
5.06 ac.
FLOOD/DRAINAGE EASEMENT
OPEN SPACE 6B
3.24 ac.
POB
N90°00'00"E
67.73'
S00°00'00"E
165.03'
N02°19'04"W
278.92'
N90°00'00"E
164.00'
S02°18'00"E
174.00'
N87°40'56"E
118.99'
N89°33'41"E
61.27'
S88°56'23"E
130.18'
S05°22'32"W
47.13'
S89°33'41"W
63.14'
N88°56'23"W
138.29'
S17°42'46"W
79.64'
450 EAST STREET
N25°06'35"E
128.64'
N54°03'08"E
128.56'
N89°49'49"W
144.83'
N02°19'04"W
86.08'
S85°55'48"W
227.14'
SADDLEBACK ROAD

A Flood/Drainage easement located in part of the Southeast Quarter of Section 26, Township 8 North, Range 2 West, Salt Lake Baseline and Meridian described as follows:

Commencing at the Southeast Corner of Section 26, Township 8 North, Range 2 West, Salt Lake Baseline and Meridian monumented with a brass cap thence S 89°57'45" W 350.52 feet along the south line of the Southeast Quarter of said Section 26; thence North 192.29 feet to the POINT OF BEGINNING and running

thence S 85°55'48" W 227.14 feet to the Southeast Corner of Lot 146, Granite Ridge Subdivision, Phase 6;
thence N 02°19'04" W 86.08 feet to the Northeast Corner of Lot 146, Granite Ridge Subdivision, Phase 6;
thence N 89°49'49" W 144.83 feet to the Northwest Corner of Lot 146, Granite Ridge Subdivision, Phase 6;
thence Northwesterly along the right of way line of Saddleback Road, a distance of 39.92 feet along a non tangent curve to the left of which the radius point lies S 59°49'32" W, with a radius of 230.00 feet, having a central angle of 09°56'40" and a chord that bears N 35°08'48" W 39.87 feet to the Southeast Corner of Lot 147, Granite Ridge Subdivision, Phase 6;
thence N 54°03'08" E 128.56 feet to the Northeast Corner of Lot 147, Granite Ridge Subdivision, Phase 6;
thence N 25°06'35" E 128.64 feet ;
thence N 02°19'04" W 278.92 feet to the Southeast Corner of Lot 135, Granite Ridge Subdivision, Phase 6;
thence East 67.73 feet;
thence South 165.03 feet;
thence East 164.00 feet to the Southwest Corner of Lot 122, Granite Ridge Subdivision, Phase 6;
thence S 02°18'00" E 174.00 feet to the Southwest Corner of Lot 120, Granite Ridge Subdivision, Phase 6;
thence N 87°40'56" E 118.99 feet to the Southeast Corner of Lot 120, Granite Ridge Subdivision, Phase 6;
thence N 89°33'41" E 61.27 feet to the Southwest Corner of Lot 115, Granite Ridge Subdivision, Phase 6;
thence S 88°56'23" E 130.18 feet to the Southeast Corner of Lot 115, Granite Ridge Subdivision, Phase 6;
thence S 05°22'32" W 47.13 feet to the Northeast Corner of Lot 116, Granite Ridge Subdivision, Phase 6;
thence N 88°56'23" W 138.29 feet to the Northwest Corner of Lot 116, Granite Ridge Subdivision, Phase 6;
thence S 89°33'41" W 63.14 feet to the west right of way line of 450 East Street;
thence along said west right of way line the next three courses:
1) thence S 17°42'46" W 79.64 feet;
2) thence Southwesterly, 36.21 feet along a curve to the right having a radius of 30.00 feet, a central angle of 69°08'58" and a chord that bears S 52°17'15" W 34.05 feet;
3) thence Southwesterly, a distance of 129.53 feet along a reverse curve to the left having a radius of 58.50 feet and a central angle of 126°51'46" and a chord that bears S 23°25'51" W104.64 feet to the point of beginning.



Total Project Area - 84.61 Acres
Total Open Space - 28.23 Acres (33.3%)

I1 - Open Space, Parks & Trails Plan

	Existing MU - 40 Zone	Existing R-1/2 Zone	Proposed Planned Development Zone
Minimum Lot Size	40 Acres	1/2 Acre	10,000 SF
Minimum Lot Width	660'	100'	70'*
Front Setback	25'	30'	20'
Side Setback (Each)	60'	10'	8'
Side Setback (Total)	120'	25'	18'
Side Setback (Accessory)	3'	3'	3' **
Rear Setback (Main)	60'	30'	20' ***
Rear Setback (Accessory)	60'	10'	10' **
Building Height	35'	35'	35'
Lot Coverage	N/A	20%	40%

* As measured at the Front Setback.
** Accessory structure must also be located a minimum of 10' behind main structure.
*** Minimum Rear Setback shall be 30' for all lots backing to existing or future residential development zones.

	Existing Code	Proposed Planned Development Zone
Maximum Cul-de-sac Length	600'	625'

See Roadway Plan and Roadway Details Exhibits K1 nad K2 for modified project Roadway Standards.

J1 - Development Standards


2.33 ac
WOODYATT ESTATES I
1.25 ac
11.14 ac
0.12 ac
0.55 ac
1.18 ac
0.55 ac
8.35 ac
1.03 ac
1.07 ac
0.76 ac

Granite Ridge Open Space

ph1	1.18 ac
ph2	0.55 ac
ph3	1.03 ac
	0.75 ac
ph4	0.12
	2.33
ph5	11.14
ph5	1.25
PH6	1.07
ph6	8.35
ph6	0.55

Total Open	28.32
Total area	84.65
	33.46%

Mr. Dearden asked how the fee-in-lieu-of would be calculated. Chris Breinholt said the fee would be based on the current cost to construct the improvements.

Joe Adair, Dearden's real estate agent, asked if there was an option to escrow the funds for ten years in case the city didn't put the improvements in. Chris Breinholt said an escrow was similar to a fee-in-lieu of. Escrows had installation time limits. If improvements weren't installed during the allotted time, the city could take the funds and put in the improvements. Mr. Adair explained that in Hooper City, the city took money, based on the engineer's estimate, with the agreement that it would return the money in ten years if it didn't build the improvements. Mr. Breinholt felt that option would have to be approved by the administration because Willard didn't have anything in place to govern that option.

Zac Burk felt such a scenario would mean the Dearden's would be getting something for nothing. They would be circumventing the requirement to install improvements. Mr. Breinholt felt the Dearden's could argue they shouldn't have to pay for improvements the city never put in

Jeremy Kimpton didn't feel there was a mechanism in the Zoning Ordinance to provide that option. It was essentially a development agreement. The SLUA was a recommending body. It could present that option to the City Council. These types of improvements were hard for the city to track; to make sure those improvements were built.

Chris Breinholt stated that SLUA's job was to require the improvements. It did not' have the right to defer the improvements.

Jeremy Kimpton agreed. The SLUA would forward a recommendation of approval subject to the engineering requirements along with the developer's request to have the improvements deferred with an agreement or an escrow option.

Joe Adair stated that he would provide a copy of the agreement used by Hooper City.

All voted "aye." The motion passed unanimously.

2B. CONSIDERATION OF A PRELIMINARY PLAN FOR GRANITE RIDGE SUBDIVISION PHASE 6 LOCATED AT APPROXIMATELY 675 SOUTH 450 EAST (PARCEL NOS. 02-053-0014 AND 02-053-0069)

Time Stamp -23:04 - 05/30/2024

Madison Brown stated that the city had received a preliminary subdivision plan for Granite Ridge Phase 6 from Granite Ridge Willard LLC, who was being represented by John Newhall.

Zac Burk stated that he had reviewed the plat. He asked if Mr. Newhall had made the requested changes to the storm drain easement. Mr. Newhall said he had.

Zac Burk stated that they still needed to figure out if the storm drain needed an easement or a dedication. John Newhall said he was waiting for input from the city engineer. They had adjusted the lot lines for the channel coming down for the debris basin. They needed to know if it would be an easement or a dedication to Willard Flood Control or Willard City as open space. How did the city want to handle it?

Zac Burk asked how the berms and open space were handled in Phase 5. Were they owned by Willard Flood Control? Chris Breinholt said the berms were part of the open space, which was owned by the homeowners' association.

Zac Burk was concerned about Phase 6. He didn't want the HOA to build anything in the flood channel. Was an easement needed for a culvert? Mr. Breinholt felt there needed to be an easement for the culvert.

Zac Burk felt Willard Flood Control needed to be able to get in and clean out the basins. Chris Breinholt felt the basins should be owned by the flood control district.

Zac Burk said there were storm drain detention basins throughout Granite Ridge which were separate from the basins owned by Willard Flood Control. In Phase 1, they were dedicated to the city. Mr. Breinholt said at that time, Willard City was taking all the storm water. Now the basins were being given to Willard Flood Control to manage. Mr. Burk said there was talk about making HOA's deal with the storm drain runoff from their own basins and open space. Flood control channels were different than subdivision runoff.

Zac Burk felt an easement should be added to the plat for the culvert. John Newhall said he would get a legal description for the culvert and draft an easement for the flood control district.

Chris Breinholt asked about the main flood control basin. Zac Burk said dedicating the basins to flood control would reduce the amount of open space in Granite Ridge. He leaned more toward an easement with access. Mr. Breinholt felt that decision should be made by Willard Flood Control. Mr. Burk asked John Newhall to contact Willard Flood Control's engineer to verify that they wanted an easement rather than a dedication.

John Newhall said they would get an easement in place. With that last pending issue resolved, they were looking for a recommendation to the Planning Commission.

Zac Burk asked if the SLUA could make a recommendation to the Planning Commission now that the lot size and layout had been determined and the easement question answered. Jeremy Kimpton felt SLUA could make a recommendation subject to the easement being done before it was sent to the Planning Commission.

John Newhall asked if the easement had to be recorded and in place. Christ Breinholt felt the easement could be recorded simultaneously with the subdivision plat. It just needed to be prepared and reviewed.

Michelle Drago asked about Lots 105, 127, 128, 129, 130, and 131. They all had frontage on the Parsons ingress/egress easement. Was the ingress/egress easement a public right-of-way? If it wasn't a public right-of-way, could those lots have access to the easement? There were addresses shown along the easement.

Chris Breinholt stated that the easement was not a public right-of-way. The addresses shown on the north side of those lots should be removed. Michelle Drago felt a comment should be added to the plat restricting access to the easement from those lots. Chris Breinholt agreed. There needed to be a verbal restriction that people could not access their lots from the ingress/egress because it was not a public right-of-way.

Michelle Drago stated that General Note 6 required some of the lots to be reviewed by Rocky Mountain Power before building permits could be issued. Willard would have to receive written clearances for those lots before building permits could be issued.

John Newhall said the easement would be recorded concurrently with the subdivision plat. He would have his engineer remove the addresses on the north side of Lots 105, 127, 128, 129, 130, and 131, and add a comment restricting those lots from having access onto the Staker Parson ingress/egress easement.

Chris Breinholt stated that there was an easement required for Phase 5 which was a separate document from the plat. The easement addressed storm water leaving Phase 5 and entering Phase 6. John Newhall said they had already recorded that easement.

Chris Breinholt felt the city administration needed to check to see if the original PUD required fencing along the ingress/egress. John Newhall asked if required fencing would be applicable in Phase 4. Mr. Breinholt said it wouldn't because the ingress/egress was next to open space. Madison Brown stated that she would read the PUD Ordinance and original development agreement to determine if there were fencing requirements.

Payden Vine asked if it was okay for the city to tie into the ingress/egress easement. Mr. Breinholt said that had already been agreed to.

Madison Brown listed the SLUA findings – an easement to be recorded with the plat for the channel and the basin, removal of address for the six lots fronting the Parson ingress/egress, and addition of a note for those lots restricting access onto the private ingress/egress.

Chris Breinholt asked Zac Burk to determine if the water line needed to be connected with a PRV. Zac Burk said there was a PRV at the bottom of Saddleback Road.

Madison Brown said the west side of Lot 105 did not comply with the minimum 70-foot frontage requirement. She would check frontages and let John Newhall know if there were any that needed to be corrected.

Jeremy Kimpton suggested that this subdivision be tabled so these questions could be answered.

Payden Vine moved to table consideration of the preliminary plan for Granite Ridge Phase 6 until the plat was updated. Michelle Drago seconded the motion. All voted "aye." The motion passed unanimously.

2C. CONSIDERATION OF A CONCEPT PLAN AND REZONE REQUEST FROM R1/2 TO MPC FROM HERITAGE LAND DEVELOPMENT FOR APPROXIMATELY 48.19 ACRES LOCATED AT APPROXIMATELY 300 SOUTH 300 WEST (PARCEL NOS. 02-051-0062, 02-051-0085, 02-051-0264, 02-051-0004, 02-054-0005, 02-054-0007, 02-054-0009, 02-054-0011, 02-054-0012, 02-054-0013) (CONTINUED FROM APRIL 25, 2024)

Time Stamp: 0:49:05 - 05/30/2024

Jeremy Kimpton was excused at 3:57 p.m.

Madison Brown stated that Garth Day had made changes to the concept plan for Orchards Subdivision based on his discussion with the SLUA on April 25th.

Garth Day, Heritage Land, stated that the concept plan was associated with their request to rezone the balance of the subdivision from R-1/2 to MPC (Master Planned Community). When he met with SLUA on

have to determine if there was a legal way to work around the improvement requirements. If there was a way to do it, it would have to be approved by the City Council.

Rod Braegger felt their only option was to pull their application.

Madison Brown said she would ask for the city attorney's opinion.

The SLUA did not take any action because the Braegger's pulled their application.

Madison Brown said the emergency access easement still had to be corrected before Braegger's could build.

2B. CONSIDERATION OF A PRELIMINARY PLAN FOR GRANITE RIDGE SUBDIVISION PHASE 6 LOCATED AT APPROXIMATELY 675 SOUTH 450 EAST (PARCEL NOS. 02-053-0014 AND 02-053-0069) (CONTINUED FROM MAY 30, 2024)

Time Stamp – 17:24 – 08/01/2024

Madison Brown stated that the SLUA's findings during its May 30th meeting had been addressed. The easement for the flood channel and basin had been prepared, the addresses for the six lots fronting the Parson ingress/egress road had been removed, and a note had been added to the plat restricting those six lots from accessing the private ingress/egress. Did SLUA have any other comments or concerns?

John Newhall asked how the city wanted to record the easement for the flood channel and basin. Madison Brown said the city attorney would prepared the easement, which would be recorded with the plat

Chris Breinholt stated that open space for the entire development was supposed to be 33.3%. He asked what the percentage was. Some lots had been reconfigured into an area that used to be open space. He asked for documentation of the overall open space. The overall plan also included 6-foot soft trails in Phase 6. The trails needed to be shown in the construction drawings.

Zac Burk said a soft trail was a defined trial that could be mulch, wood, gravel, or grass. John Newhall asked if the soft trail could cross Parsons' Haul Road. John Newhall said Parsons required the installation of a sign restricting access to emergency vehicles only. They did not allow pedestrians or motorized vehicles. Chris Breinholt said the trails on either side would have to be independent of one another and have access to the bench/Canal Road.

Madison Brown asked if the trails needed to be added to the plat. Zac Burk felt the best way to handle them was through the construction drawings. John Newhall did not feel it would be an issue to add the trails to the construction drawings, especially when they were being dedicated with the easement and open space. He would show a trail going from the cul-de-sac on the east side through the open space and connecting on the south up to the canal. He would also provide the open space calculations requested by Chris Breinholt.

Zac Burk asked if Willard Flood Control had any outstanding items. John Newhall said they did not.

Chad Braegger asked about water conveyance. Jeremy Kimpton said they had reviewed the water and felt Granite Ridge had conveyed all the required water. Zac Burk said they did an extensive search of the parcel numbers and could not find any existing privately owned water rights that should have been conveyed to

the city.

Chad Braegger asked who John Newhall represented. John Newhall said he was with Granite Ridge, LLC/Scott Priest.

Chris Breinholt stated that building permits in Phase 6 could not be issued until the waterline in Phase 5 was completed.

Chris Breinholt moved to forward Phase 6 to the Planning Commission with a recommendation of approval subject to overall documentation that there was 33.3% of open space; and that the soft trails shown on the Granite Ridge master plan for his phase be included in the construction drawings, except for pedestrian access onto the Haul Road. Zac Burk seconded the motion.

Chris Breinholt felt the preliminary presentation to the Planning Commission should include the open space documentation. He felt Zac Burk could handle the soft trails in the construction drawings.

All voted "aye." The motion passed unanimously.

2B. CONSIDERATION AND APPROVAL OF JUNE 27, 2024, MINUTES

Madison Brown moved to approve the June 27, 2024, minutes as written. Zac Burk seconded the motion. All voted "aye." The motion passed unanimously.

3. ADJOURN

Jeremy Kimpton moved to adjourn at 3:44 p.m. Michelle Drago seconded the motion. All voted "aye." The motion passed unanimously.

Minutes were read individually and approved on: _____

_____ _____

Madison Brown, City Planner Michelle Drago, Deputy City Recorder

dc: SLUA 08-01-2024

WILLARD CITY CORPORATION
ORDINANCE NO. 2014-C

AN ORDINANCE APPROVING THE DEVELOPMENT AGREEMENT FOR THE APPLICATION FOR A CONDITIONAL USE PERMIT/SENSITIVE LANDS REVIEW AND ZONE CHANGE REQUEST FOR GRANITE RIDGE SUBDIVISION LOCATED AT APPROXIMATELY 660 S 250 E. THE PROPOSED ZONE CHANGE WILL BE FROM R ½ AND MU40 TO PD TO INCLUDE PARCELS 02-053-0015,0055,0056,0057 AND 0014.

WHEREAS, the City of Willard (hereafter referred to as the "City") is an incorporated municipality duly existing under the laws of the state of Utah;

WHEREAS, *Utah Code Annotated* §10-9A-101(1), 1953, as amended, grants municipalities broad authority to provide for the health, safety, and welfare, and promote the prosperity, improve the morals, peace and good order, comfort, convenience, and aesthetics of each municipality and its present and future inhabitants and businesses, to protect the tax base, to secure economy in governmental expenditures, to foster the state's agricultural and other industries, to protect both urban and nonurban development, to protect and ensure access to sunlight for solar energy devices, to provide fundamental fairness in land use regulation, and to protect property values; and,

WHEREAS, *Utah Code Annotated* §10-9a-102,1953 as amended, grants municipalities broad authority to enact all ordinances, resolutions, and rules and may enter into other forms of land use controls and development agreements that they consider necessary or appropriate for the use and development of land within the municipality, including ordinances, resolutions, rules, restrictive covenants, easements, and development agreements governing uses, density, open spaces, structures, buildings, energy efficiency, light and air, air quality, transportation and public or alternative transportation, infrastructure, street and building orientation and width requirements, public facilities, fundamental fairness in land use regulation, considerations of surrounding land uses and the balance of the foregoing purposes with a landowner's private property interests, height and location of vegetation, trees, and landscaping, unless expressly prohibited by law; and,

WHEREAS, The Willard City Planning Commission has provided public notice to property owners and the public, held public hearings and recommends approval of Combined Application.

WHEREAS, The Willard City Council has provided public notice to property owners and the public, held public hearing,

NOW, THEREFORE, be it ordained by the City Council of Willard that:

Section 1: **Repealer.** Any word, sentence, paragraph, or phrase in the municipal code that is inconsistent with the Ordinance is hereby repealed and any reference thereto is hereby vacated.

Section 2. **Adoption.** Ordinance 2014-C be adopted, approving the attached development agreement.

Section 3: **Severability.** If any section, paragraph, sentence, clause or phrase of the Ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

Section 4: **Effective Date.** This Ordinance shall be effective immediately after posting or publication.

PASSED AND ADOPTED by the City Council on this day 10TH day of April, 2014, by a vote of 5 for and 0 against.

KENNETH BRAEGGER, MAYOR

ATTEST:

TERI FELLENZ, City Recorder

CERTIFICATION OF PASSAGE AND PUBLICATION OR POSTING

According to the provision of U.C.A. §10-3-713, 1953 as amended, I, the City Recorder of the City of Willard, Utah, hereby certify that the foregoing ordinance was duly passed and published, or posted at :

X (1) Willard City Hall 4/23/14
80 West 50 South
Willard, Utah

(2) ~~Willard Post Office~~
~~196 S Main~~
~~Willard. Utah~~

~~Ross Barber Shop~~
~~39 S Main~~
(3) ~~Willard, Utah~~

City Recorder DATE: 4/18/14

(SEAL)

GRANITE RIDGE DEVELOPMENT CORP.
5577 EAST ELKHORN DRIVE
EDEN UT 84310

Entry No. 344094 AGREEMENT
03/06/2015 12:49:34 PM B: 1247 P: 1493 Pages: 29
FEE $66.00 BY GRANITE RIDGE DEVELOPMENT CORP
Chad Montgomery, Box Elder County Recorder

GRANITE RIDGE DEVELOPMENT AGREEMENT

THIS AGREEMENT, is made and entered into this 6TH day of MARCH, 2015, by and between WILLARD CITY, a body corporate and politic of the State of Utah, and hereinafter referred to as "City") and Granite Ridge Development Company, LLC, 5577 East Elkhorn Drive, Eden, Utah, 84310, its successors and assigns (hereinafter "Developer"):

WHEREAS, Developer desires to develop certain real property situated in the corporate city limits of WILLARD CITY, Box Elder County, State of Utah (hereinafter sometimes referred to as the "Property" or "Development") and legally described as shown on pages 3 and 4 of the Developer's Book of Exhibits for Granite Ridge, submitted to the City on _____, 2015, hereby incorporated by reference and attached as "Exhibit A."

WHEREAS, Developer desires to rezone and develop the Property and Developer shall submit to the City all plats, plans (including utility plans), reports and other documents required for the approval of a Phase Final Plat according to the City's outlined policies, procedures, and ordinances including any specifications and standards incorporated therein unless specifically provided otherwise in this agreement; and

WHEREAS, the parties hereto have agreed that the development of the Property will require increased municipal services from the City in order to serve such area and will further require the installation of certain improvements primarily of benefit to the lands to be developed and not to the City as a whole; and

WHEREAS, THE City approves the Planned Development Rezone for recording with the Recorder's Office of Box Elder County, Utah, which was submitted by the Developer subject to certain requirements and conditions, which involve the installation of and construction of utilities and other municipal improvements in connection with the property,

NOW, THEREFORE, in consideration of the promises of the parties hereto and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is agreed as follows:

I. GENERAL CONDITIONS

1. Development Activities. The terms of this Agreement shall govern all development activities of the Developer pertaining to the Property. For the purposes of this Agreement, "development activities" shall include, pursuant to Utah Code Annotated (hereinafter "U.C.A") § 10-9a-103(8), but be not limited to, the following: any change in use of Land that creates additional demand or need for public facilities. Furthermore, for purposes of this agreement only, "development activities" shall also include the following: (l) the actual construction of improvements, (2) obtaining any permit therefore, or (3) any change in grade, contour or appearance of the Property caused by, or on behalf of, the Developer with the intent to construct improvements thereon, none of which shall occur until execution of the Agreement and City approval of the final plat.

2. Time Limitation for Improvements. All water lines, sanitary sewer collection lines, storm sewer lines and facilities, streets, curbs, gutters, sidewalks, streetlights, and trails shall be installed as shown on each phase Final Plat and in the compliance with the standards and specification of the City, at the time of approval of each phase Final Plat, subject to a two (2) year time limitation from the date of approval of each phase Final Plat, which is in compliance with Sections 2.5.6 and 2.6.6 of the WILLARD City Land Use and Development Code. After two (2) years from the date of approval of each phase Final Plat any development improvements have not been completed, the City, at its sole discretion, may use the guaranty bond money to complete development improvements.

3. Building Permit Issuance. No building permit for the construction of any structure within the development shall be issued by the City until all individual lots with in a final plat in the development are staked by a licensed surveyor, the public water lines and stubs to each lot, charged fire hydrants, sanitary sewer lines and stubs to each lot, street lights and public streets (including all weather access, curb, gutter, and pavement with at least the base course completed), serving such structure have been completed and accepted by the City.

4. Certificate of Occupancy. No Certificates of Occupancy shall be issued by the City for any structure within the development until water and gas lines to the structure are installed and functional, street signs are installed, and all electric lines are installed and functional.

5. Financial Responsibilities of Developer. Except as otherwise herein specifically agreed, the Developer agrees to install and pay for all water, sanitary sewer, and storm drainage facilities and appurtenances, and all streets, curbs, gutters, sidewalks, trails and other public improvements necessary to complete the development or as required by this Development Agreement, as shown on Exhibits A and B, the Final Plat, other approved documents pertaining to this Development on file with the City, and all Willard City ordinances not inconsistent with this agreement.

6. Utility Line Installments. Street paving shall not be installed until all utility lines to be placed therein have been completely installed, inspected, and accepted by the City including all individual lot service lines (water and sewer) leading in and from the main to the property line, all electrical lines, and all communication conduits.

7. Inspection by City Officials. The installation of all utilities shown on each phase Final Plat shall be inspected by the Engineering Department and/ or Public Works Department of the City and shall be subject to such department's approval. The Developer agrees to correct any deficiencies in such installations in order to meet the requirements of the plans and/or specifications applicable to such installation. In case of conflict, the Final Plat shall supersede the standard specifications, except that if the conflicts are a result of Federal or State mandated requirements, then the Federal or State mandated requirements shall prevail.

8. Form of Recorded Drawings. The Developer shall provide the City Engineer with two (2) certified Record Plan Drawings upon completion of each phase of the construction. Utilities will not be initially

accepted without as-built drawings submittal by the developer and approval of the same by the City. The City reserves the right to request alternative forms of plans (i.e., CAD drawings, GIS images, etc.).

9. Developer Compliance with EPA and other Regulations. The Developer specifically represents that to the best of its knowledge all property dedicated (both in fee simple and as easements) to the City associated with this Development (whether on or off-site) is in compliance with all environmental protection and anti-pollution laws, rules, regulations, orders or requirements, including solid waste requirements, as defined by the U.S. Environmental Protection Agency Regulations at 40 C.F.R. Part 261, and that such property as is dedicated to the City pursuant to this Development, is in compliance with all such requirements pertaining to the disposal or existence in or on such dedicated property of any hazardous substances, pollutants or contaminants, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder. The Developer, for itself and its successor(s) in interest, does hereby agree to indemnify and hold harmless the City from any liability whatsoever that may be imposed upon the City by any governmental authority or any third party pertaining to the disposal of hazardous substances, pollutants or contaminants, and cleanup necessitated by leaking underground storage tanks, excavation and/or backfill of hazardous substances, pollutants or contaminants, or environmental cleanup responsibilities of any nature whatsoever on, of, or related to any property dedicated to the City in connection with this Development, provided that such damages or liability are not caused by circumstances arising entirely after the date of acceptance by the City of the public improvements constructed on the dedicated property, except to the extent that such circumstances are the result of the acts or omissions of the Developer. Said indemnification shall not extend to claims, actions or other liability arising as a result of any hazardous substance, pollutant or contaminant generated or deposited by the City, its agents or representatives, upon the property dedicated to the City in connection with this Development. The City agrees to give notice to the Developer that he must obtain a complete discharge of all City liability through such settlement. Failure of the City to give notice of any such claim to the Developer within ninety (90) days after the City first receives a notice of such claim under the Utah Governmental Immunity Act for the same, shall cause this indemnity and hold harmless agreement by the Developer to not apply to such claim and such failure shall constitute a release of this indemnity and hold harmless agreement as to such claim.

10. City Ownership Rights. The Developer acknowledges and agrees that the City, as the owner of any adjacent property (the "City Property") on which off-site improvements may be constructed, or that may be damaged by the Developer's activities hereunder, expressly retains (and does not by this Development Agreement waive) its rights as property owner. The City's rights as owner may include without limitation those rights associated with the protection of the City Property from damage, and/or the enforcement of restrictions, limitations and requirements associated with activities on the City Property by the Developer as an easement recipient.

11. Developer Vesting. Developer, by and through execution of this agreement, receives a vested right to develop the number of lots shown and configured on the Final Plat, so long as development is completed in accordance with the plans specifically shown in Exhibit A attached to this agreement, approval of the Final Plat, and compliance with all statutory requirements codified by the State of Utah and Willard City.

II. CONDITIONS OF APPROVAL

12. The development of the property shall be governed by this approval and shall reflect the architectural designs and plans as represented in the attached Exhibits A and B.

13. All City ordinances and standards currently in effect not expressly altered by this approval shall govern the development of the property.

14. Property must be under single ownership or owner agent.

15. The rezone shall not become valid until final acceptance of this Development Agreement by signature of the developer's authorized representative. Upon acceptance, these conditions of approval constitute the Development Agreement for the property.

16. Covenants, Codes and Restrictions will be reviewed and approved by city staff prior to Phase 1 plat approval.

17. Architectural regulations shall be finalized prior to plat approval.

18. Common and open space design and standards shall reflect the representations made by the developer in Exhibits A and B. Construction drawings will be required for the purpose of bonding or other security as part of final plat approval per phase.

19. Motorized vehicles will be prohibited from the trail system and improvements which restrict motorized access will be required and constructed consistent with the approved plat.

20. Proportionate open space and other construction improvement security shall be deposited by developer prior to plat approval. Bonding/security for open space related construction will occur after plat approval but prior to the Mayors signature on the approved plat.

21. Developer will secure an agreement with Staker Parsons regarding the emergency use and restricted back of homesite access to the haul road. The document will be executed prior to approval of phase 3 of the project.

22. The trail system shall be completed on a per phase basis.

23. The Developer shall bond for open space improvements per approved plat per phase.

24. All water rights associated with the property shall be relinquished to Willard City per phase.

25. All open space areas will consist of native vegetation. The trails will be constructed as shown on Exhibit A, page 15.

26. Recommended landscape should be predominantly low or moderate water use design.

27. No animal rights will be allowed. No large game or farm animals will be allowed on a permanent basis within the development.

28. Developer shall prepay water impact fees per phase.

29. Sewer fees will be paid at the time of the issuance of each building permit.

30. Front yard landscape improvements will be installed or the funds for the improvements shall be escrowed prior to occupancy.

31. All utilities will be undergrounded.

32. All improvements identified on the site plan shall be required within the appropriate phase for plat approval.

33. Construction drawings shall be submitted for all common areas and amenities as shown on Exhibit A.

34. CC&R review and disclosures shall be a required notice provided to all buyers.

35. Developer agrees to dedicate the necessary property and easements for the city to install a culinary water reservoir up to one-million gallon size to be installed underground.

36. Developer agrees to install a park in the open area of the development as shown on Exhibits A and B.

III. SINGLE FAMILY LOT DEVELOPMENT STANDARDS

37. Lot size and width, setbacks, building height, lot coverage, and cul-de-sac lengths shall be installed as delineated in Exhibit A.

IV.

MISCELLANEOUS

38. Construction Site Safety. The Developer agrees to provide and install, at its expense, adequate barricades, flaggers, warning signs and similar safety devices at all construction sites within *the* public right-of-way and/or other areas as deemed necessary by the City Engineer, City Public Works Department, and Traffic Engineer in accordance with any and all Federal Regulations, the City's Policies

and Procedures, Utah Department of Transportation Requirements, OHSA, and Manual of Uniform Traffic Control Devices ("MUTCD") and shall not remove said safety devices until the construction has been completed.

39. Construction Site Waste. The Developer shall, at all times, keep the public right-of-way free from accumulation of waste material, rubbish, or building materials caused by the Developer's operation, or the activities of individual builders and/or subcontractors; shall remove such rubbish as often as necessary, but no less than daily and; at the completion of the work, shall remove all such waste materials, rubbish, tools, construction equipment, machinery, and surplus materials from the public right-of-way. The Developer further agrees to maintain the finished street surfaces so that they are free from dirt caused by the Developer's operation or as a result of building activity. Any excessive accumulation of dirt and/or construction materials shall be considered sufficient cause for the City to withhold building permits and/or certificates of occupancy until the problem is corrected to the satisfaction of the City Building Inspector and/or the City Public Works Director. If the Developer fails to adequately clean such streets within two (2) days after receipt of written notice, the City may have the streets cleaned at the Developer's expense and the Developer shall be responsible for prompt payment of all such costs. The Developer also agrees to require all contractors within the Development to keep the public right- of-way clean and free from accumulation of dirt, rubbish, and building materials. Under no circumstances shall the Developer or any sub-contractors use open burning procedures to dispose of waste materials.

40. Compliance with City Building Inspector, City Engineer, and City Public Works Director. The Developer hereby agrees that it will require its contractors and subcontractors to cooperate with the City's Building Inspector, City Engineer, or City Public Works Director by ceasing operations when winds are of sufficient velocity to create blowing dust which, in the inspector's opinion, is hazardous to the public health and welfare.

41. The Developer shall, pursuant to the terms of this Agreement, complete all improvements and perform all other obligations required herein, as such improvements or obligations may be shown on the Exhibit A, any Final Plat, City ordinance, or any documents executed in the future that are required by the City for the approval of an amendment to the Final Plat or this Agreement, and the City may withhold such building permits and certificates of occupancy as it deems necessary to ensure performance in accordance with the terms of the Agreement and reserves the right to any other recourse provided by law.

42. No Waiver of Regulation(s). Nothing herein contained shall be construed as a waiver of any requirements of the City Code or the Utah Code Annotated, in its current form as of the date of approval of the Final Plat and the Developer agrees to comply with all requirements of the same.

43. Severability of Waivers. In the event the City waives any breach of this Agreement, no such waiver shall be held or construed to be a waiver of any subsequent breach hereof.

44. City Council Budgetary Discretion. Any financial obligation of the City arising under this Agreement that are payable after the current fiscal year are contingent upon funds for the purpose being annually appropriated, budgeted and otherwise made available by the Willard City Council, in its discretion.

45. Covenants to Run with the Land. This Agreement shall run with the Property, including any subsequent approved, amendments to the Final Plat of all, or a portion of the Property. This Agreement shall also be binding upon and inure to the benefit of the parties hereto, their respective personal representatives, heirs, successors, grantees and assigns. It is agreed that all improvements required pursuant to this Agreement touch and concern the Property regardless of whether such improvements are located on the Property. Assignment of interest within the meaning of this paragraph shall specifically include, but not be limited to, a conveyance or assignment of any portion of the Developer's legal or equitable interest in the Property, as well as any assignment of the Developer's rights to develop the Property under the terms and conditions of this Agreement.

46. Liability Release. With limitations pursuant to Utah Code Annotated § 10-9a- 607, in the event the Developer transfers title to the Property and is thereby divested of all equitable and legal interest the Property, the Developer shall be released from liability under this Agreement with respect to any breach of the terms and conditions of this Agreement occurring after the date of any such transfer of interest. In such event, the succeeding property owner shall be bound by the terms of this Agreement.

47. Default. Each and every term of this Agreement shall be deemed to be a material element hereof. In the event that either party shall fail to perform according to the terms of this Agreement, such party may be declared in default. In the event that a party has been declared in default hereof, such defaulting party shall be given written notice specifying such default and shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to: (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance or; (c) avail itself of any other remedy at law or equity.

48. Non-Binding Mediation. In the event of the default of any of the provisions hereof by either party which shall give rise to commencement of legal or equitable action against said defaulting party, the parties hereby agree to submit to non-binding mediation before commencement of action in any Court of law. In any such event, defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney's fees and costs incurred by reason of the default. Nothing herein shall be construed to prevent or interfere with the City's rights and remedies.

49. No Third-Party Beneficiaries. Except as may be otherwise expressly provided herein, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

50. Applicable Laws. It is expressly understood and agreed by and between the parties hereto that this Agreement shall be governed by and its terms construed under the laws of the State of Utah and the City of Willard, Utah.

51. Notice. Any notice or other communication given by any party hereto to any other party relating to this Agreement shall be hand-delivered or sent by certified mail, return receipt requested, addressed to such other party at their respective addresses as set forth below; and such notice or other communication shall be deemed given when so hand-delivered or three (3) days after so mailed:

If to the City:

Willard City Corp
POBox593
Willard, UT 84302

If to the Developer:

Granite Ridge Development Company LLC
5577 East Elkhorn Drive
Eden, Utah 84310

Notwithstanding the foregoing, if any party to this Agreement, or its successors, grantees or assigns, wishes to change the person, entity or address to which notices under this Agreement are to be sent as provided above, such party shall do so by giving the other parties to this Agreement written notice of such change.

52. Word Meanings. When used in this Agreement, words of the masculine gender shall include the feminine and neutral gender, and when the sentence so indicates, words of the neutral gender shall refer to any gender: and words in the singular shall include the plural and vice versa This Agreement shall be construed according to its fair meaning and as if prepared by all parties hereto, and shall be deemed to be and contain the entire understanding and agreement between the parties hereto pertaining to the matters addressed in this Agreement

53. Complete Agreement. There shall be deemed to be no other terms, conditions, promises, understandings, statements, representations, expressed or implied, concerning this Agreement, unless set forth in writing signed by all of the parties hereto, Further, paragraph headings used herein are for convenience of reference and shall in no way define, limit, or prescribe the scope or intent of any provision under this Agreement.

54. Property Owner as Party. The Owner is made a party to this Agreement solely for the purpose of subjecting the Property to the covenants contained in this Agreement. The City and the Developer expressly acknowledge and agree that the Owner shall not be liable for any obligations of the

Developer under this Agreement, unless the Owner were to exercise any of the rights of the Developer in which event the obligations of the Developer shall become those of the Owner.

55. Greenbelt Taxes. Pursuant to Utah Code Annotated § 10-9a-603(3), Developer shall pay any required Greenbelt Taxes, if applicable.

56. All application fees must be paid at time of application submittal. No application will be processed until all application fees are paid. Notification and publication fees for required public hearing notices (individual notices mailed to property owners - $1.00 per notice; 14 day publication of legal notice in local newspaper - cost of notice) will be billed to applicant at the time a hearing is scheduled. Notification fees must be paid within 10 days of billing.

57. NOTE REGARDING FEES; the payment of fees and /or the acceptance of such fees by City Staff does not constitute any sort of approvals, vesting, or signify that the application is complete or appropriate in any manner. The collection of fees is simply a requirement to begin the review process that will ultimately make such determinations.

I hereby declare under penalty of perjury that this application form, and all information submitted as part of this application form is true, complete, and accurate to the best of my knowledge. Should any information or representation submitted in connection with this application form be incorrect or untrue, I understand that Willard City may rescind any approval or sufficiency determination, or take other appropriate action.

DATED this 4th day of March, 2015.

John L Lewis, President

Granite Ridge Development Company LLC

COUNTY OF BOX ELDER)
Ss:
STATE OF UTAH)

NOTARY CERTIFICATE/ ACKNOWLEDGMENT

On the 4 day of March, 2015, John L Lewis personally appeared before me, the undersigned notary, and who duly acknowledged to me, that he has read the foregoing "Granite Ridge Development Agreement," and that he signed the same for its stated purpose.

Allyson Freestone

Notary Public, State of Utah

Commission No. 680508

Commission Expires: 12-10-2018

ALLYSON FREESTONE
Notary Public • State of Utah
Commission # 680508
My Commission Expires
December 10, 2018



Total Project Area - 84.61 Acres
Total Open Space - 28.23 Acres (33.3%)

11 - Open Space, Parks & Trails Plan

	Existing MU - 40 Zone	Existing R-1/2 Zone	Proposed Planned Development Zone
Minimum Lot Size	40 Acres	1/2 Acre	10,000 SF
Minimum Lot Width	660'	100'	70'*
Front Setback	25'	30'	20' **
Side Setback (Each)	60'	10'	8'
Side Setback (Total)	120'	25'	18'
Side Setback (Accessory)	3'	3'	3'***
Rear Setback (Main)	60'	30'	20' ****
Rear Setback (Accessory)	60'	10'	10'***
Building Height	35'	35'	35'
Lot Coverage	N/A	20%	40%

* As measured at the Front Setback.
** Front setback is for main structure. Minimum Garage setback shall be 30' for flat or downhill lots. Minimum Garage setback shall be 4' behind front facade of main residential structure for uphill lots.
*** Accessory structure must also be located a minimum of 10' behind main structure.
**** Minimum Rear Setback shall be 30' for all lots backing to existing or future residential development zones.

	Existing Code	Proposed Planned Development Zone
Maximum Cul-de-sac Length	600'	625'

See Roadway Plan and Roadway Details Exhibits K1 nad K2 for modified project Roadway Standards.



Roadway 1 - Residential Collector

Roadway 2 - Residential Local 1

Roadway 3 - Residential Local 2

All cul-de-sacs shall be constructued with 85' diameter asphalt bulbs with 30" rolled curb and gutters. (90' diameter to back of curb)

K1 - Roadway Plan

STAKER | PARSON
COMPANIES

THE PREFERRED SOURCE

April 27, 2020

John Lewis
Destination / Wolf Creek Resort
3718 N. Wolf Creek Dr.
Eden, UT 84310

RE: ***REVISED*** Development of Granite Ridge Subdivision / Conditions

Dear Mr. Lewis:

On behalf of Staker & Parson Companies I would like to thank you for the opportunity to express our concerns for approval of the above-stated subdivision located immediately adjacent to our rock quarry operation in Willard, Utah. Because our rock quarry activities include the operation of heavy equipment, drilling and blasting of rock, crushing, processing, and stockpiling of processed materials, as well as the hauling of such materials off site and the fact that these activities are not generally compatible uses with residential dwellings immediately adjacent to or even near an active rock quarry, we feel that certain measures would have to be taken to mitigate the concerns of our operations by nearby residents. Because we have been in existence and operating prior to any subdivision taking place, we feel that the following measures to mitigate concerns by the future purchasers of the lots and/or homes in the Granite Ridge Subdivision need to take place for us to consider not opposing the development of your proposed subdivision and further cooperate in allowing for an emergency access to be constructed to allow for subdivision access onto our exclusive access easement area only in the event of an emergency:

- Item #1 - A minimum of a five (5) foot earthen berm with a minimum slope of 2H:1V that can sustain vegetative growth with a six (6) foot solid vinyl fence or agreed upon equivalent on top of the berm be constructed immediately adjacent to the easement area the entire length where the proposed subdivision adjoins the recorded easement area.
- Item #2 - Install no trespassing signage and a heavy duty steel crash gate at that location of the access from the subdivision to the easement that allows for emergency access only but does not allow for the passage of pedestrian, cycle, or any motorized vehicle.
- Item #3 - Provide each potential purchaser notification of our operations by way of a notation on the final plat, as well as additionally providing separate written and acknowledged disclosure of our ongoing operations prior to or at closing which state that the operation of heavy equipment, drilling and blasting of rock, crushing, processing, and stockpiling of material, as well as transport/hauling of material will be taking place on our property immediately adjacent to the subdivision property.
- Item #4 - Provide measures to prohibit illegal trespass onto any portion of our property from the subdivision property by placing proper signage and other barriers at current access points that will prohibit access onto our property.

Staker & Parson Companies
Jake Goodliffe - V.P North Wasatch
2350 South 1900 West, Ste 100
Ogden, UT 84401
Off (801) 731-1111
Fax (801) 731-8800

STAKER | PARSON
COMPANIES

THE PREFERRED SOURCE

If all these measures are taken and completed by the final sale of the last lot in Phase III and prior to the any sale in Phase IV of the proposed subdivision, then we feel that our operations including our exclusive access easement should not be impacted by the future residents of the proposed Granite Ridge Subdivision and we would be willing to accommodate your request to allow for only emergency access to utilize our exclusive access easement area. The one exception to this agreed upon timetable to install improvements is that we require **Item #2 to be installed by June 1, 2020** since access connected to our exclusive easement currently exists.

Should you have any questions and/or concerns, feel free to contact me at (801) 514-9888.

Kindest regards

Jake Goodliffe
Vice President, North Wasatch Front

Cc: Dak Maxfield, Real Estate Manager

Staker & Parson Companies
Jake Goodliffe – V.P North Wasatch

2350 South 1900 West, Ste 100
Ogden, UT 84401

Off (801) 731-1111
Fax (801) 731-8800

26.

WHEN RECORDED, RETURN TO:

Cary D. Jones, Esq.
Snell & Wilmer
111 East Broadway, Suite 900
Salt Lake City, Utah 84111

093155 ✓ Bk 0636 Pg 0901
LuAnn Adams, Box Elder County Recorder
11/20/1996 10:11am FEE: 26.00 Deputy
Rec'd For: JACK B PARSONS COMPANIES

SEND TAX NOTICES TO:

Jack B. Parson Companies
P. O. Box 3429
Ogden, Utah 84409

CORRECTIVE WARRANTY DEED

DARRELL NIELSEN and **BARBARA NIELSEN**, GRANTORS, hereby CONVEY AND WARRANT to **JACK B. PARSON COMPANIES**, a Utah corporation, P. O. Box 3429, Ogden, Utah 84409, GRANTEE, for the sum of TEN DOLLARS ($10) and other good and valuable consideration, the following described tract of land in Box Elder County, State of Utah:

See Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO current taxes and assessments, reservations in patents, all easements, rights-of-way, streets, encumbrances, liens, covenants, conditions, restrictions, declarations, obligations and liabilities as may appear of record, all zoning matters and all matters which an accurate survey or a physical inspection of the real property would disclose; and

RESERVING TO GRANTORS, for as long as they own the adjacent property described on Exhibit "B" attached hereto, the right to use, as a means of ingress and egress through and over Parcel 9 of the property described on Exhibit "A" attached hereto, commonly known as the Pit Road, for the purpose of developing said adjacent property, including access by construction vehicles as may be necessary for said development; provided that the foregoing easement shall not extend to any grantee of any portion of said adjacent property (other than any corporation, partnership, limited liability company or other entity in which Grantors own at least two-thirds of the ownership interests), and said easement shall in no event be used for or extend to access for residences or dwelling units of any kind.

This Corrective Warranty Deed is being re-recorded to evidence the fact that an incorrect legal description was attached to that certain Warranty Deed from Grantor in favor of Grantee, dated June 15, 1994, and recorded June 17, 1994 in Book 576, beginning at page 867, official records of the Box Elder County, Utah, Recorder, and to attach to this Corrective Warranty Deed the legal description that is attached hereto as Exhibit "A" as the correct description for the property being conveyed hereby.

IN WITNESS WHEREOF, Grantors have executed this Corrective Warranty Deed as of November 18, 1996.

Darrell Nielsen

Barbara Nielsen

STATE OF Utah)
:ss.
COUNTY OF Weber)

On this 18 day of November, 1996, personally appeared before me Darrell Nielsen, the _____ of _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and said Darrell Nielsen acknowledged to me that he/she executed the same.

NOTARY PUBLIC

PEGGY L. DUNN
NOTARY PUBLIC • STATE of UTAH
5510 SOUTH 100 WEST
OGDEN, UT 84405
COMM. EXP. 2-6-99

STATE OF Utah)
:ss.
COUNTY OF Weber)

On this 18 day of November, 1996, personally appeared before me Barbara Nielsen, the _____ of _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and said Barbara Nielsen acknowledged to me that he/she executed the same.

NOTARY PUBLIC

PEGGY L. DUNN
NOTARY PUBLIC • STATE of UTAH
5510 SOUTH 100 WEST
OGDEN, UT 84405
COMM. EXP. 2-6-99

EXHIBIT A

Parcel No. 1: (02-049-0001) and
Parcel No. 7: (02-050-0067)

The North half of Sec 25, Township 9 North, Range 2 West, SLB&M and that portion of the East half of the Northeast Quarter of Section 26, Township 8 North, Range 2 West, SLB&M, lying East of the Highland (Weber-Box Elder Conservation District) Ogden-Brigham Canal, together with a right of access from the Willard City Streets to the above described property over an existing right of way.

Excepting therefrom the following: Beginning East 715.27 feet and South 506.71 feet from the Northwest corner of said Section 25 (basis of bearing is North line of Sec. 26 which bears W.) and running thence South 14*12'30" West 546.8 feet, thence North 82*45'30" West 386.30 feet, thence North 58*1' West 159 feet, thence South 86*31' West 170 feet, more or less to the East right of way line of the Ogden-Brigham Canal, thence Northwesterly 390 feet along said right of way to a point which bears South 87*15' West from the point of beginning, thence North 87*15' East 960 feet, more or less, to the point of beginning, and including an existing easement for access thereto.

Also, excepting: Beginning at a point 13.78 chs. South of the Northeast corner of Section 26, Township 8 North, Range 2 West, SLM, running thence North 88* East 0.95 chs., thence South 57*5' East 2.47 chains, thence South 81* East 4.80 chains, thence South 3* West 2.15 chains, thence South 21*30' West 2.41 chains, thence South 18* West 5.17 chains, thence South 87*5' West 2.74 chains, thence North 76*5' West 5.56 chains, thence North 54*40' West 2.69 chains, thence North 74* West 1.68 chains, thence North 7* West 2.07 chains, thence North 17*30' East 4.07 chains, thence North 63*45' East 4.52 chains, thence North 88* East 1.68 chains to the point of beginning., together with a right of way to said land across the East half of the Northeast Quarter of said Section 26.

Parcel No. 2: (02-049-0004)

BEGINNING at a point 2090.4 feet North of the Southwest corner of Section 25, Township 8 North, Range 2 West, SLM, thence running North 318.6 feet, thence East 774 feet, thence South 318.6 feet, thence West 774 feet to the place of BEGINNING.

Parcel No. 3: (02-049-0010)

BEGINNING 1600.4 feet North of the Southwest corner of Section 25, Township 8 North, Range 2 West, SLM, thence running East 759 feet, thence North 490 feet, thence West 759 feet, thence South 490 feet to the beginning. EXCLUDING THEREFROM Ogden-Brigham Canal and all of the Southwest portion of said described tract lying Westerly and Southerly of the Ogden-Brigham Canal.

Parcel No. 4: (02-049-0007) ✓ 093155 Bk 0636 Pg 0904

An undivided 9/15ths interest in the following described land:
BEGINNING Southwest corner of Section 25, Township 8 North, Range 2 West, SLB&M, North 4 rods, East 10 rods, North 60 rods, East 36 rods 15 feet, North 82 rods, West 46 rods 15 feet, North 14 rods, East 320 rods, South 160 rods, West 320 rods to BEGINNING.

LESS: Any part lying West of the East line of the Ogden-Brigham Canal.

Parcel No. 8: (02-053-0038) ✓ BOOK 570 PAGE 866

All of that part of the Northeast Quarter of the Southeast Quarter of Section 26, Township 8 North, Range 2 West, SLM lying East of the Ogden-Brigham Canal.

Parcel No. 9: (Pt 02-053-0006) ✓ 0015, 0040 ✓

An easement over and across the following:
Part of Section 26, Township 8 North, Range 2 West, SLB&M:

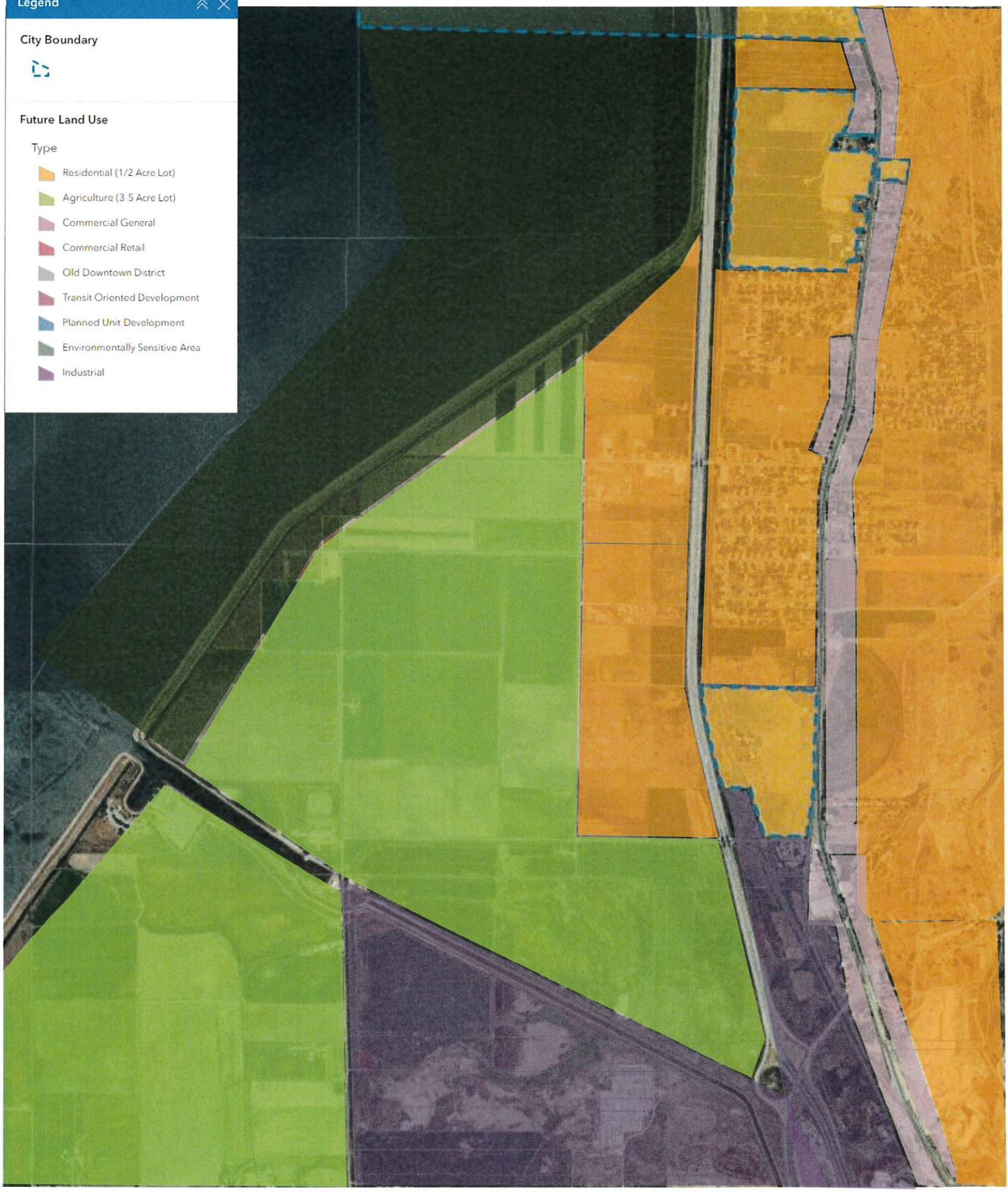
BEGINNING at a point located North 1,468.95 feet and East 86.26 feet from the Southwest corner of the Southeast Quarter of Section 26, Township 8 North, Range 2 West, SLB&M, point of beginning being on the Easterly right-of-way line of Highway 89-91; thence North 82*55'28" East 263.62 feet; thence Right along the Arc of a 1099.24 foot radius curve a distance of 135.75 feet (chord bears North 86*27'44" East 135.66 feet); thence East 127.14 feet; thence right along the Arc of a 1350.25 foot radius curve a distance of 671.18 feet (chord bears South 75*45'35" East 664.29 feet); thence left along the arc of a 871.23 foot radius curve a distance of 706.84 feet (chord bears South 84*45'43" East 687.61 feet); thence North 71*59'45" East 230.00 feet; thence left along the arc of a 1220.00 foot radius curve a distance of 433.96 feet (chord bears North 61*48'20" East 431.68 feet); thence left along the arc of a 274.18 foot radius curve a distance of 247.00 feet (chord bears North 25*48'28" East 238.73 feet); thence left along the arc of a 163.00 foot radius curve a distance of 149.36 feet (chord bears North 26*15'01" West 144.19 feet); thence North 52*30'02" West 43.82 feet more or less to the Southerly right-of-way line of the Ogden-Brigham Canal; thence North 81*04'30" West 137.99 feet along said right-of-way line; thence South 52*30'02" East 165.00 feet; thence right along the arc of a 97.00 foot radius curve a distance of 88.88 feet (chord bears South 26*15'01" East 85.80 feet); thence right along the arc of a 208.18 foot radius curve a distance of 187.54 feet (chord bears South 25*48'28" West 181.26 feet); thence right along the arc of a 1154.00 foot radius curve a distance of 410.49 feet (chord bears South 61*48'20" West 408.33 feet); thence South 71*59'45" West 230.00 feet; thence right along the arc of a 805.23 foot radius curve a distance of 653.29 feet (chord bears North 84*45'43" West 635.52 feet); thence left along the arc of a 1416.25 foot radius curve a distance of 703.99 feet (chord bears North 75*45'35" West 696.76 feet); thence West 127.14 feet; thence left along the arc of a 1165.24 foot radius curve a distance of 143.90 feet (chord bears South 86*27'44" West 143.81 feet); thence South 82*55'28" West 268.21 feet to a point on the Easterly right-of-way line of Highway 89-91 (radius point bears South 77*27'36" West 3879.80 feet); thence curving right along said right-of-way line along the arc of a 3879.80 foot radius curve a distance of 66.15 feet (chord bears South 11*03'06" East 66.15 feet) to the point of BEGINNING.

Exhibit "B"

SEC 26. TWP 8 N, R 2 W, SLM. BEG AT NR COR OF SE/4 OF SEC, S ALG SEC LINE 1106.6 FT, S 64*38' W 493.1 FT W 96.7 FT, S 716.1 FT, E 542.7 FT TO SEC LINE, S 605.5 FT ALG SEC LN TO SE COR OF SEC, W 2051.5 FT, N 1086 FT, W 412 FT TO E LINE OF HWY 89-91, N 6*05' W 20.1 FT ALG SD LN E 150 FT, N 6*05' W 110 FT, W 150 FT TO SD E LN, NW ALG SD E LINE 275 FT M/L TO SW COR OF LOT 1, BLK 1, OF WOODYATT EST 1 SUB, N 80*21' EAST 214.25 FT, N 12*12' W 109.49 FT, N 77*48' E 350 FT, N 43*11'51" E 203.74 FT, N 46*36' E 243.04 FT, N 4*35' E 316.34 FT, N 9*42' W 310.3 5 FT TO NE COR OF LOT 6, BLK 2 OF SD SUBDIV, E 1705.9 FT ALG N LINE OF SE/4 TO POB. LESS TR DEEDED TO GLEN WOODYATT ETUX. LESS: ALL THAT PART OF NE/4 OF SE/4 OF SEC 26, LYING E OF OGDEN-BRIGHAM CANAL. LESS: TRACTS DEEDED TO B.E. COUNTY & WILLARD CITY FLOOD CONTROL DIST. LESS: PARCEL 02-053-0044 DEEDED TO JACK B PARSON COMPANIES.

02-053-0006

ITEM 5B


Legend
City Boundary
Future Land Use
Type
Residential (1/2 Acre Lot)
Agriculture (3.5 Acre Lot)
Commercial General
Commercial Retail
Old Downtown District
Transit Oriented Development
Planned Unit Development
Environmentally Sensitive Area
Industrial

ITEM 5C

	MASTER CONDITIONAL USE PERMIT SPREADSHEET							
No.	Address	Applicant	Application Date	Fee	Approval Date	Type	Status and Review Date	Parcel No.
	51 North Main	Moyes, Jeff & Brenda	7/26/2022	$25.00 PD	9/1/2022	Automobile Repair Shop	Active	02-047-0177
	53 North 100 West	Braegger, Josh	5/28/2020	$25.00 PD	Approved 6/19/20	Multi-Family (Basement Apartment)	Active Reviewed 9-12-23	02-047-0074
	55 South 100 East	Braegger, Kenneth			Approved 2/5/16	Contractor - Home Business	Active Reviewed 10-5-23	02-050-0074
	105 South 100 East	Loveland, Judy	9/16/1996		Approved 9/20/96	Auto Repair - Home Business	Active Reviewed 10-19-23	02-050-0008
	110 South 200 West	Gilbert, Brian	4/20/2023	$25.00	Approved 5/18/23	Detached Accessory Dwelling Units	Active	02-051-0008 and 02-051-0242
	110 South 250 West	Heath, Trisha	5/18/2018		1/9/2019	Multi-Family Dwelling	Active Reviewed 11-2-23	02-053-0003
	155 South Spring Street (135 S 100 E)	Dean, Blair & Kathy Davis	6/21/1999		9/23/2005	Single Family Home On Senstive Land	Active Reviewed 12-7-23	02-050-0077
	300 East 750 North	Granite Construction Company			11/3/2015	Concrete Batch Plant	Active	02-045-0005
	344 East 300 North	Merritts, Bill & Shelley	4/8/1993		5/10/1993	Single Family Dwelling on Sensitive Land	Active Reviewed 4-18-24	02-048-0005
	432 North Main	Francom, Matthew	10/20/2020	$25.00	Approved 3/7/24	Welding Shop	Active	02-046-0086
	450 North 200 West	Radtke, Robert and Suzie	9/25/2014	$25.00 PD	10/2/2014	Additional dogs	Active Reviewed 6/20/24	02-046-0047 & 0084
	481 North 200 West	Beard, Lynn			Approved 2/5/15	Multi-Family Dwelling/Duplex	Active Reviewed 9/5/24	02-046-0075
	500 East 625 South	Nielsen, Darrell (Now Staker Parson)	3/20/1980		4/11/1989	Gravel Removal	Active	02-049-0001 & 02-053-0044
	550 North 200 West	Kilpack, Lee (now owned by Dean Taylor)	2/16/2018	$25.00		Multi-Family/Basement Apartment	Active Reviewed 9/19/24	02-046-0046
	620 North 200 West	Kapp, Neldon & Jan	6/24/1905		October 2002?	Building Permit for Single Family Dwelling	Active	02-046-0005
	683 North Main	Palmer, Morgan	2/9/2021	$25.00 PD	Approved 5/6/21	Wedding Reception Center	Active	02-046-0102
	740 North Main	Grimes, Mike	7/19/1996		9/17/1996	Used Vehicle Sales	Active	02-046-0015
	747 South Main	Gilbert, Scott; Gilbert, Dustin; Russell, Dee	3/22/2016	$25.00 PD	4/5/2016	Accessory Building	Active	02-053-0059
	769 North Main				2/7/2020	RV Campground	Active	02-041-0067

Willard City Corporation

80 West 50 South
Box 593

Willard, Utah 84340
(435)734-9881

CONDITIONAL USE PERMIT

Date Issued: _____

Building Permit Application

Address: 620 N 200 W
Willard, UT 84340

Parcel Number: 02-046-0005

Applicant's Name: Neldon F. and Jan L Kapp

A Conditional Use Permit is issue for the requested building permit. The conditions are as follows:

1. ***Access must be from 200 West. The access must be a minimum of 20 ft. wide. The access must be unobstructed.***

2. ***A fire hydrant must be placed on the access (west of the proposed structure) a minimum of 100 ft. from the home and no more than 400 ft. from the home.***

3. ***An 8-inch water main extension with a minimum of 4 ft. of cover with the appropriate bedding will be required. Bedding shall include a minimum of 6 inches of sand below the pipe and a minimum of 12 inches above the pipe. All backfill shall not have rocks larger than 4 inches. The waterline extension must be inspected by Willard City prior to backfill . Thrust blocks for the fire hydrant will also need to be inspected. The waterline must be pressure tested and chlorinated. Satisfactory bacteria samples must be submitted to Willard City. Completion requires compliance with Willard City Construction Standards.***

4. ***Easements for the extension of the waterline must be supplied to Willard City.***

5. ***The Willard City-Box Elder County Flood Control Board advises there is a high ground water table in the area.***

6. ***All conditions must be met prior to final inspection.***

_____ _____
Applicant's Signature Date

_____ _____
City Representative - Title Date

BUILDING PERMIT APPLICATION

BECOMES PERMIT WHEN SIGNED

*Date of Application: 9/26/02	Date Work Starts:	Receipt No.: 9998	Date Issued: 10/15/02
		Permit Number: WR2-037	

*Proposed Use of Structure: Single Family Home S/F DWELL

*Bldg. Address: 620 N. 200 W

*Address Certificate No.:

Assessors Parcel No.: 02-046-0005

*Lot # | *Block | * Subd. Name & Number:

*Property Location: 620 N. 200 W ☐ *If metes and bounds see instructions

*Total Property Area - In Acres or Sq. Ft.: 9.0 Acres

Total Bldg. Site Area Used:

*Owner of Property: Neldon F. and Dan L. Kapp Phone: 801-782-2330

*Mailing Address: 2499 N. 450 W. City - Zip: Harrisville 84414

*Business Name Address: N/A Business Lic. No.: N/A

*Architect or Engineer: Lon Arnell Phone: 782-8200

*General Contractor: Jim L Anderson Phone: 782-9209

*Business Address - City - Zip: 2261 No Fairfield | * State Lic. No.: 228929-5501 | * City/Co. Lic. No.:

*Electrical Contractor: Reeves Electric Phone:

*Business Address - City - Zip: No Ogden | * State Lic. No.: | * City/Co. Lic. No.:

Plumbing Contractor: Stuck Land Plumbing Phone:

* Business Address - City - Zip: No Ogden | * State Lic. No.: | * City/Co. Lic. No.:

*Mechanical Contractor: Jerry's Heating Phone:

* Business Address - City - Zip: Pleasant View | * State Lic. No.: | * City/Co. Lic. No.:

* Previous Usage of Land or Structure (Past 3 yrs.): Green Belt

*Dwell. Units Now on Lot: 0 | * Assessory Bldgs. Now on Lot: 0

*Type of Improvement/Kind of Const.

☐ Sign ☒ Build ☐ Remodel ☐ Addition
☐ Repair ☐ Move ☐ Convert Use ☐ Demolish

*No. of offstreet parking spaces: 2 Covered 4 Uncovered

BUILDING FEE SCHEDULE

Square Ft. of Building	1964	Valuation	$141,000.00
☒ Rough Basement	2,019	Building Fees	1,212.15
☐ Finish Basement		Plan Check Fees	121.21
Carport sq. ft.		Electrical Fees	
Garage sq. ft.	1,648	Plumbing Fees	
Type of Bldg.	UN	Mechanical Fees	
Occ. Group	R-3/U-1	Subtotal	1333.36
No. of Bldgs.	1	Water	
R. Value Walls / Roof	R / R	Sewer	
No. of Stories	1	Storm Sewer	
No. of Bedrooms	3	Moving or Demo.	
No. of Dwellings	1	Temporary Conn.	
Type of Construction ☐ Frame ☐ Brick Var. ☐ Brick ☐ Block ☐ Concrete ☐ Steel		Reinspection	
Max. Occ. Load		State Fee	13.33
Fire Sprinkler ☐ Yes ☐ No		10% DOC FEE	133.34
		~~REINS. SBC. FEE $500~~	
		Total	1480.03

Special Approvals	Required	Received	Approved
Board of Adjustment			
Health Dept.			
Fire Dept.			
Soil Report			
Water or Well Permit			
Traffic Engineer			
Flood Control			
Sewer or Septic Tank			
City Engineer (off site)			
Gas			

APPROVED WITH CORRECTIONS

Call 734-3331 for inspections
Permit # is required for scheduling

Comments: Plans in safe

SEE INSPECTION ON BACK & READ PLAN REVIEW

Land Use Cert.			
Electrical Dept.			
HiBack C.G. & S.			
Other			

Bond Required ☐ Yes ☐ No Amount

This application does not become a permit until signed below.

Plan Chk. OK by: Terry Holladay

Signature of Approval: [signature] Date: 10-15-02

This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not the granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury.

* Signature of Contractor or Authorized Agent Date

* Signature of Owner (If owner): [signature] 9/26/02 (Date)

SUB-CHECK

Zone: A-5 Zone Approved By: [signature]

Disapproved / Approved 9/26/02 Date Sub-Ck. By: [signature]

Minimum Setbacks in Feet

Front	Side	Side	Rear
30	~~60~~ 40	10	60

50

Indicate Street If Corner Lot

Indicate North

Plot Plan

( ) Prop. Line ( ) Prop. Line

House or House & Garage if Attached

( )

STREET

NOTE: 24 hours notice is required for all inspections.

PLANNING DEPT USE

Census Tract. | Traffic Zone | Coordinate Ident. No.

New S.L.U. Code No. | Old S.L.U. Code No.

Certificate of Occupancy

Willard City Corporation

80 West 50 South
Box 593

Willard, Utah 84340
(435)734-9881

February 11, 2003

Neldon Kapp
2499 North 200 West
Harrisville, Utah 84414

Dear Mr. Kapp,

The Willard City Council, at the January 23, 2003 meeting, re-iterated the following requirement stipulated in the Conditional Use Permit (CUP) issued in conjunction with Building Permit WC02-035, regarding access to parcel 02-046-0005, located at 620 North 200 West. The twenty-foot wide right-of-way, all-weather surfaced access must be in place by May 1, 2003, to allow fire and other emergency equipment to enter the property. This improvement must be completed, as well as the other requirements of the CUP, before a Certificate of Occupancy will be issued for the single-family residence being constructed on the parcel.

Please acknowledge your acceptance of this requirement by signing the enclosed copy of this letter, and returning the signed copy to the Willard City offices, at the above address, at your earliest convenience.

Sincerely,

Jean Loveland

Jean Loveland, Mayor
Willard City

ACKNOWLEDGEMENT

I, Neldon Kapp, understand and agree to accept the above requirement, as a clarification of the CUP associated with the Building Permit referenced above.

(Signed)_____(Date)_____
Neldon Kapp

C:\plancomm\Kapp access.wpd

c. Planning Commission

(1) Planning Commission recommendation for a moratorium Planned Unit Development (PUD) applications pending a re-write of the current PUD Ordinance. - Zoning Administrator Jacobson presented the ***(attached)*** resolution proposing a moratorium on Planned Unit Developments to allow the Planning Commission time to revise the ordinance governing PUD's. The Planning Commission recommendation is to approve the moratorium, and the attached comments were received from Planning Commission members. Council member Beard stated he is working on a draft ordinance to be presented to the Commission.

Council member Beard made a motion to approve the resolution, placing a six-month moratorium on Planned Unit Developments. The motion was seconded by Council member Ray. Voting was unanimous.

(2) Peterson Auto and Diesel - Conditional Use Permit Review and Approval - Mr. Peterson was unable to attend. A brief discussion was held.

A motion was made by Council member Beard to table the item to the next meeting to allow Mr. Peterson to be present to answer questions regarding parking of vehicles. The motion was seconded by Council member Ray, motion carried.

(3) Neldon Kapp - Conditional Use Permit requirements for building permit - review of request to extend time for compliance. - Mr. Kapp was present to explain he was caught off guard, stating he didn't understand a ramp was required for his access. Council member Barker stated an access is required off of 200 West. Council member Loveland asked when he expects to complete the building of the residence. Mr. Kapp stated he anticipated the project would be done in May. He also stated he felt the cost of improving the access would cost approximately $8,000 - $10,000.

Mayor Loveland stated the Conditional Use Permit requires an unobstructed 20 ft. wide access off of 200 West and explained that this is necessary to meet the requirements of the Zoning Ordinance and to have an access that is easy to find for providing emergency services. Mr. Kapp again stated he felt the CUP did not clearly state improvements had to be made. Council member Beard stated the requirements are in City Ordinances and it would be impossible to list all the requirements that need to be followed when building a new home.

Council member Barker asked Mr. Kapp when he anticipated he could have the improvements made. He stated it would take approximately 3 to 4 months. Council member Ray explained that it is necessary to be able to locate an address quickly in an emergency situation.

Mr. Kapp asked if the City would be willing to share in the cost. It was noted the City would not help in the cost of developing the access. Zoning Administrator Jacobson stated the reference to the ramp was made on a visit he made to the site. He noted the area will need to be built up with

time the Building permit and CUP were issued, but the construction vehicles have damaged the area.

Mayor Loveland stated the CUP requires all conditions be met prior to final inspection. Council member Beard stated the cannot be enforced if they are allowed to move in prior to conditions being met. Mr. Kapp then asked about maintenance of 200 W, stating he had received conflicting stories. Mayor Loveland stated 200 W is maintained and when they are ready for garbage service it will be provided. It was noted the Kapps will need to contact the School District regarding bus routes and pick up locations for their children.

Mr. Kapp asked if the City Engineer could be contacted regarding the location of the fire hydrant. Fire Chief Corey Barton was present and stated he would meet Mr. Kapp at the on site to discuss the location. Council member Barker stated to Mr. Kapp the Council is not trying to make it difficult, they must treat everyone the same and follow the ordinances. Council member Ray stated she welcomed them to Willard and affirmed the need to follow the ordinances and treat everyone the same.

Council member Barker asked if a tentative date of May 1, 2003, could be set for completion of the improved access and if he would be willing to sign an agreement to that effect. Mr. Kapp stated he would be willing to sign an agreement and appreciated the opportunity to meet with the City Council to discuss the matter.

(4) Report of Planning Commission Projects. - Zoning Administrator Jacobson read the **(attached)** memo regarding an easement of proposed 500 North. The memo explained the history and the City Attorney's opinion regarding the legal position of enforcing the easement. Council member Beard noted the City currently has no mechanism to prevent a property owner from building across a planned road unless the property is rezoned or subdivided.

Planning Commission Chairperson Robert Krum reported Commissioner Prescott has been assigned the project of developing requirements and responsibility of improvements to existing city streets for development. He also reported preliminary feedback has been received on the proposed Bonneville Shoreline Trail. Information on training available through Envision Utah was also presented.

4. **Council members**

a. Peggy Ray - Reported four individuals will be receiving their Eagle Scout Awards. Three of them completed their required projects through the City.

b. Ryan Tingey - excused

c. Lynn Beard

ITEM 5D

24.44.030 Uses Chapter 12-111-3

No building, structure or land shall be used and no building or structure shall be hereafter erected structurally altered, enlarged or maintained in the multiple use, rural, or residential districts except as provided in this Ordinance. (See Table I)

TABLE I	MU-40	A-3	A-5	R-1/2	R-1
1. Accessary buildings and uses customarily incidental to permitted uses...	P	P	P	P	P
2. Accessory uses and buildings customarily incidental to conditional uses...	C	C	C	C	C
3. Temporary buildings, for uses incidental to construction work, including living quarters for a guard or night watchman, which buildings must be removed upon completion or abandonment of the construction work...	C	C	C	C	C
4. AGRICULTURE AND FORESTRY					
a. Agriculture, except grazing and pasturing of animals	P	P	P	P	P
b. Agriculture, including grazing and pasturing of animals	C	P	P	P	P
c. Agriculture, business or industry	C	C	C	C	C
d. Animals and fowl for recreation or for family food production for the primary use of persons residing on the premises	P	P	P	P	P
e. Nursery or green house, wholesale or retail	C	P	P	P	P
f. The tilling of the soil, the raising of crops, horticulture and gardening	C	P	P	P	P
g. Farms devoted to raising and marketing chickens, turkeys or other fowl or poultry, fish or frogs, including wholesale and retail sales	C	C	P	C	C
h. Forestry, except forest industry	P	P	P	P	P
i. Forest industry, such as a sawmill, wood products plant, or others	C	-	-	-	-
5. APIARY	P	C	P	C	C
6. AVIARY	P	P	P	P	P
7. PLANNED UNIT DEVELOPMENT (PUD) OR CLUSTER SUBDIVISION OF SINGLE FAMILY DWELLINGS:					
a. Provided that the residential unit density of the total parcel is not increased above two units per acre.	C	C	C	C	C
b. Provided that the area, in acres, of the total parcel is not less than thirteen acres.	A	A	A	A	A
8. DUDE RANCH; family vacation ranch	C	-	C	-	-
9. DWELLINGS:					
a. Single-family dwelling	C	C	C	P	P

b. Multi-family dwelling	C	C	C	C	C
c. Seasonal Home or Cabin	C	-	-	-	-
d. Farm or Ranch Housing	C	C	C	-	-
e. Manufactured Housing	C	C	C	P	P
f. Mobile Homes					
1) When located in a mobile home park or subdivision	P	P	P	P	P
2) When not located in a mobile home park or subdivision	-	-	-	-	-
10. Home occupation	C	C	C	C	C
11. Household Pets	P	P	P	P	P
12. Kennel	-	-	C	-	-
13. Power generation	C	P	P	P	P
14. Private park or recreational grounds or private recreational camp or resort, including accessory or supporting dwellings or dwelling complexes and commercial service uses which are owned or managed by the recreational facility to which it is accessory	C	-	C	-	-
15. Public and quasi-public					
a. Churches	-	-	-	C	C
b. Parks, golf courses, swimming pools and other recreation areas	-	-	-	P	P
c. Public buildings	-	-	-	C	C
d. Private schools	-	-	-	C	C
16. Public stable, riding academy or riding ring, horse show barns or facilities	C	-	P	-	-
17. Residential Housing Developments					
a. Mobile home park	C	-	C	C	C
b. Mobile home subdivision	C	-	C	C	C
c. Subdivisions and Planned Unit Developments.	C	C	C	C	C
18. Signs (See Sign Ordinance WZC 24.60)					

HISTORY
Amended by Ord. 2022-9 on 12/8/2022

24.48.030 Uses Not Listed Chapter 12-112-3

The Table in this Section provides a listing of permitted and conditionally permitted uses for Commercial and Manufacturing zones within the city. The Table in this section is not comprehensive. In the event a sought-after use is not listed, the City Planner is empowered to interpret the list and determine if the unlisted use is substantially similar in character, origin, and impact to a listed use. In making this determination, the City Planner may, at their sole discretion, ask the Planning Commission for its review and interpretation.

(See TABLE I)

A. Accessory Buildings/dwellings/manufacturing/storage	**M**	**C-N**	**C-G**
Accessory uses and buildings customarily incidental to the permitted uses.	P	C	P
Single-Family Dwelling Multi-Family Twin Home Multi-Family Attached Multi-Family Stacked Accessory Dwelling Units Manufactured and Modular Homes	C C C C P C	P P P P P C	P P P P P C
Manufacturing/Industrial Heavy	P	-	C
Manufacturing/Light	P	C	C
Refineries	C	-	-
Renewable Energy Systems	C	C	C
Storage Facility/Units	P	-	C
Temporary Buildings	C	C	C
Warehousing/Distribution	P	C	C
Warehousing/Distribution Motor Fuels/Propane/Plant/Storage Facilities	C	-	C
B. Public Facilities/Utilities	**M**	**C-N**	**C-G**
Air BNB or any short-term lodging facility	C	C	C
Communication Towers and Antennas	C	C	C
Churches/Places of Worship	P	P	P
Educational Facilities	p	p	p
Public Utility installations	P	P	P
C. Recreations/Entertainment	**M**	**C-N**	**C-G**
Bowling Alley	C	C	P
Dance Studio	C	C	C
Fitness Center	C	C	P
Golf Course	C	C	P
Recreation Center	P	C	P

Recreational Vehicle Park	-	-	C
Sexually Oriented Businesses: See Willard City General Ordinances Title 9-600	C	-	-
Swimming Pool	C	C	C
Theater/Entertainment	C	C	C
D. Retail	**M**	**C-N**	**C-G**
Alcohol or Tobacco Specialty Store	C	-	C
Art and/or Art Supply	P	C	P
Book Store	P	P	P
Christmas Trees Sales	P	C	P
Clothing/Department Store	C	C	P
Convenience Store	P	C	P
Craft/Hobby Store	P	P	P
Fireworks Stand	C	C	C
Florist Shop/Nursery	C	C	P
Fruit Stand	P	P	P
Grocery Store	P	P	P
Hardware Store/Lawn and Garden	P	C	C
Pet Shop	C	C	P
Retail, Big Box Store	P	P	P
Retail, General	P	C	P
Shoe Store/Repair	P	C	P
Sporting Goods	P	P	P
E. Restaurant/Food Establishments	**M**	**C-N**	**G-G**
Bakery	P	P	P
Candy/Ice Cream Store	C	C	P
Private Club/Bar/Tavern	C	C	P
Restaurant/Fast Food	C	C	P
F. Service	**M**	**C-N**	**C-G**
Agriculture, Existing	P	P	P
Agricultural Industry/Food	P	C	P
Automobile Service and Sales Station (Includes Fuel)	C	C	C
Bank/Credit Union/Financial	P	C	P
Barber/Beauty Salon/Tanning/ Nales	P	P	P
Bed and Breakfast/ Air BNB	-	P	-

Business/ Professional Office	C	C	C
Car Wash	C	C	C
Check Cashing, Payday Lender, Title Loans	C	C	C
Childcare/Preschool: See Willard General Ordinances Title 9-000 for Home Business	C	C	C
Dry Cleaning	P	C	P
Fabrication/Welding	P	C	P
Hospital	P	P	P
Hotel/Motel	C	-	P
Kennel: See Willard City General Ordinances Title 13-00-0-00	C	C	C
Locksmith/Key and Lock	P	C	P
Laundromat	P	P	P
Medical and Dental Clinic	P	C	P
Nursing Home	-	C	C
Pet Grooming	P	P	P
Pharmacy	P	C	P
Residential Facilities for Persons With Disabilities	P	C	P
Slaughterhouse	C	C	C
Tattooing/Body Art	P	C	P
Towing/Impound Yard	P	-	C
Transportation/Trucking	P	C	P

HISTORY
Amended by Ord. 2023-2 on 3/9/2023

24.44.030 Uses (Chapter 12-111-3)

No building, structure or land shall be used and no building or structure shall be hereafter erected, structurally altered, enlarged, or maintained in the Multiple Use, Rural, or Residential districts, except as provided in this Ordinance (See Table 1)

TABLE 1	MU-40	A-5	A-3	R-1	R-1/2
1. Accessory buildings and uses customarily incidental to permitted uses...	P	P	P	P	P
2. Accessory uses and buildings customarily incidental to conditional uses...	C	C	C	C	C
3. Temporary buildings, for uses incidental to construction work, including living quarters for a guard or night watchman, which buildings must be removed from completion or abandonment of the construction work.	C	C	C	C	C
4. AGRICULTURE AND FORESTRY:					
a. Agriculture, except grazing and pasturing of animals (see definition in 24.01.060)	P	P	P	P	P
b. Agriculture, including grazing and pasturing of animals	C	P	P	P	P
c. Agriculture, business, or industry (does this include meat processing?)	C	C	C	C	C
d. Animals and fowl for recreation or for family food production for the primary use of persons residing on the premises (subject to number limits found in ?? NEED TO SET LIMITS FOR ENFORCEMENT)	P	P	P	P	P
e. Nursery or green house, wholesale or retail (need to define)	C	P	P	P	P
f. The tilling of soil, the raising of crops, horticulture and gardening	C	P	P	P	P
g. Farms devoted to raising and marketing chickens, turkeys or other fowl or poultry, fish or frogs, including wholesale and retail sales	C	P	C	C	C
h. Forestry, except forest industry (NEED TO DEFINE)	P	P	P	P	P
i. Forest industry, such as sawmill, wood products plant, or others (see definition in 24.01.060)	C	-	-	-	-
5. APIARY, Private (subject to requirements of Utah State Code) (NEED TO DEFINE)	P	P	C	C	C
6. APIARY, Commercial (subject to requirements of Utah State Code (NEED TO DEFINE)	C	C	C	-	-
7. AVIARY, Private (NEED TO DEFINE)	P	P	P	P	P
8. AVIARY, Commercial (NEED TO DEFINE)	C	C	C	-	-
~~7. PLANNED UNIT DEVELOPMENT (moved to Item 18)~~					
9. DWELLINGS:					
a. Single-family dwelling	C	C	C	P	P
b. Accessory Dwelling Unit, Detached - Per 24.96	C	C	C	C?	C?

c. Accessory Dwelling Unit, Interior - Per 24.96	C	C	C	P	P
c. Seasonal Home or Cabin	C	-	-	-	-
~~d. Farm or Ranch Housing (addressed by ADU, detached~~					
d. Manufactured Housing	C	C	C	P	P
e. Mobile Home when located in a mobile home park or subdivision	P	P	P	P	P
f. Mobile Home when not located in a mobile home park or subdivision	-	-	-	-	-
10. DUDE RANCH, Family Vacation Ranch	C	C	-	-	-
11. HOME OCCUPATION (need to fix definition)	P	P	P	P	P
12. HOUSEHOLD PETS (Number subject to 16.12.050)	P	P	P	P	P
13. KENNEL (subject to 16.12.060)	-	C	-	-	-
14. POWER GENERATION (SOLAR? NEED TO DEFINE)	C	P	P	P	P
15. PRIVATE PARK OR RECREATIONAL GROUNDS OR PRIVATE RECREATIONAL CAMP OR RESORT, including accessor supporting dwellings or dwelling complexes and commercial service uses which are owned or managed by the recreational facility to which it is accessory	C	C	-	-	-
16. PUBLIC AND QUASI-PUBLIC:					
a. Churches	C	P	P	P	P
b. Parks, golf courses, swimming pools and other recreation areas:	P	P	P	P	P
c. Public buildings	C	P	P	P	P
d. Private schools	C	P	P	P	P
17. PUBLIC STABLE, RIDING ACADEMY OR RIDING RING, HORSE SHOW BARNS OR FACILITIES	C	P	P	-	-
18. RESIDENTIAL HOUSING DEVELOPMENTS:					
a. Master Planned Community	C	C	C	C	C
b. Mobile home park	C	C	C	C	C
c. Mobile home subdivision	C	C	C	C	C
d. Planned Unit Development (PUD) or Cluster Subdivision of Single-family Dwellings	-	-	-	-	-
19. SHORT-TERM RENTALS (subject to Short-Term Rental Ord)	C	C	C	C	C
20. SIGNS (See Sign Ordinance (See Sign Ordinance WZC 24.60)					

24.48.030 Uses Not Listed (Chapter 12-112-3)

The Table in this Section provides a listing of permitted and conditionally permitted uses for Commercial, Manufacturing and Transportation Oriented Development zones within the city. The Table in this SECTION IS NOT COMPREHENSIVE. In the event a sought-after use is not listed, the City Planner is empowered to interpret the list and determine if the unlisted use is substantially similar in character, origin, and impact to a listed use. In making this determination, the City Planner may, at his/her ~~their~~ discretion, ask the Planning Commission for its review and interpretation.

(See TABLE 1)

	M	C-G	C-N	TOD (Per 24.68)	
A. Accessory Buildings/Dwellings/Manufacturing/Storage					
Accessory uses and buildings customarily incidental to the permitted uses	P	P	P	P	
Single-Family Dwelling	C	P	P	-	
Multi-Family, Twin Home (subject to spacing requirements)	C	C	C	P*	
Multi-Family, Attached (subject to spacing requirements)	C	C	C	P*	
Multi-Family, Stacked (subject to spacing requirements)	C	C	C	P*	
Accessory Dwelling Unit, Detached - Per 24.96	C	C	C	-	
Accessory Dwelling Unit, Interior - Per 24.96	P	P	P	-	
Manufactured and Modular Homes	C	C	C	-	
Manufacturing/Industrial Heavy (NEED TO DEFINE)	P	C	-	-	
Manufacturing Light (NEED TO DEFINE)	P	P	C	-	
Refineries (NEED TO DEFINE)	C	-	-	-	
Renewable Energy Systems (NEED TO DEFINE)	C	C	C	-	
Storage Facility/Units (NEED TO DEFINE)	P	P	-	-	
Temporary Buildings (NEED TO DEFINE)	C	C	C	-	
Warehousing Distribution (NEED TO DEFINE)	P	C	-	-	
Warehousing Distribution Motor Fuels/Propane/Plant/Storage Facilities (NEED TO DEFINE)	P	C	-	-	
B. Public Facilities/Utilities					
~~Air BNB or any short-term lodging facility (moved to F. Service)~~					
Commercial Parking Facility (NEED TO DEFINE) (Included in TOD Ord)					
Communication Towers and Antennas (NEED TO DEFINE)	C	C	C	C	
Churches/Places of Worship	P	P	P	C	
Community Garden (NEED TO DEFINE) (Included in TOD Ord)	P	P	C	P	
Educational Facilities, Public or Private ~~(NEED TO DEFINE)~~ secondary schools	P	P	P	C	
Government or Municipal Office	P	P	P	P	
library or Reading Room (NEED TO DEFINE) (Included in TOD Ord)	C	P	P	P	
Parks, Public or Private/Open Space (Included in TOD Ord)	P	P	P	P	
Public Utility Installations (NEED TO DEFINE)	P	P	P	P	

C. Recreations/Entertainment					
Auditorium or Performing Art Center (NEED TO DEFINE) (Included in TOD Ord)	C	C	C	C	
Bowling Alley (NEED TO DEFINE)	P	P	-	C	
Dance Club (NEED TO DEFINE) (Included in TOD Ord)	-	-	-	C	
Dance Studio (NEED TO DEFINE)	P	P	P	C	
Fitness Center (NEED TO DEFINE)	P	P	P	C	
Golf Course (NEED TO DEFINE)	P	P	C	-	
Recreation Center (NEED TO DEFINE)	P	P	-	C	
Recreational Vehicle Park (Per 24.92)	C	C	-	-	
Sexually Oriented Business (See Willard City General Ordinances Title 8.20)	C	-	-	-	
Swimming Pool, Commercial (NEED TO DEFINE)	C	P	C	-	
Theater/Entertainment (NEED TO DEFINE)	C	C	-	P**	
D. Retail					
Alcohol or Tobacco Specialty Shop (NEED TO DEFINE)	P	P	-	-	
Art and/or Art Supply (NEED TO DEFINE A RETAIL BUSINESS)	P	P	P	P	
Book Store	P	P	C	P	
Christmas Tree Sales	P	P	C	-	
Clothing/Department Store	P	P	P	P	
Convenience Store, with drive-through (NEED TO DEFINE)	P	P	P	C	
Convenience Store, without drive-through	P	P	P	C	
Craft/Hobby Store (can this be combined with Art Store?)	P	P	P	P	
Fireworks Stand (NEED TO DEFINE)	C	C	C	-	
Florist Shop/Nursery (NEED TO DEFINE) (Do shop and nursery need to be separate uses?)	C	C	P	P (Florist Only	
Fruit Stand (NEED TO DEFINE)	P	P	P	-	
Grocery Store (NEED TO DEFINE)	P	P	-	P	
Hardware Store/Lawn and Garden (NEED TO DEFINE)	P	P	C	P?	
Pet Shop (NEED TO DEFINE)	P	P	P	P	
Retail, Big Box Store (NEED TO DEFINE)	P	P	P	P	
Retail, General (NEED TO DEFINE)	P	P	P	P	
Shoe Store/Repair (NEED TO DEFINE)	P	P	P	P (No Repair)	
Sporting Goods (NEED TO DEFINE)	P	P	P	P	
E. Restaurant/Food Establishments					
Bakery	P	P	P	P	
Candy/Ice Cream Store	P	P	P	P	
Food Truck, Temporary (NEED TO DEFINE)	P	P	P	P	
Food Truck, Permanent (NEED TO DEFINE)	C	P	C	-	
Private Club/Bar/Tavern (NEED TO DEFINE)	P	P	-	-	
Restaurant/Fast Food with drive through (NEED TO DEFINE)	P	P	P	C	
Restaurant/Fast Food without drive through	P	P	P	P	
F. Service					

Agriculture, Existing	P	P	P	-	
Agricultural Industry/Food (NEED TO DEFINE)	P	P	C	-	
Automobile Sales and Service ~~Station~~ (includes fuel)	P	C	P	-	
Bank/Credit Union/Financial with drive through (NEED TO DEFINE)	P	P	P	C	
Bank/Credit Union/Financial without drive through(NEED TO DEFINE)	P	P	P	P	
Barber/Beauty Salon/Tanning/Nails (NEED TO DEFINE)	P	P	P	P	
~~Bed and Breakfast/ Air BND (Replaced by Short-Term Rentals~~					
Business/Professional Office (NEED TO DEFINE)	P	P	P	P	
Business Services (NEED TO DEFINE) (Included in TOD Ord)	P	P	P	P	
Car Wash (NEED TO DEFINE)	C	C	-	-	
~~Check Cashing/ Payday Lender / Title Loans (See Bank/Credit Union/Financiat~~					
Childcare/Daycare/Preschool, Commercial ~~(See Willard General Ordinances Title 8 for Home Occupation)~~ (NEED TO DEFINE)	P	P	P	C	
Cultural Service and activities (NEED TO DEFINE) (Included in TOD Ord)	-	-	-	P	
Dry Cleaning (NEED TO DEFINE)	P	P	P	C	
Fabrication / Welding (NEED TO DEFINE) (isn't this covered in manufacturing above?)	P	P	C	-	
Hospital	P	P	P	-	
Hotel/Motel	P	P	-	P	
Kennel (subject to 16.12.060) ~~(See Willard General Ordinances Title 9-000 for Home Occupation)~~	C	C	C	-	
locksmith/Key and Lock (NEED TO DEFINE)	P	P	P	-	
laundromat (NEED TO DEFINE)	P	P	P	C	
Medical, Dental, and Physical Therapy	P	P	P	C	
Nursing Home	-	C	-	-	
Pet Grooming	P	P	P	P	
Pest Control (NEED TO DEFINE)	C	C	-	-	
Pharmacy (NEED TO DEFINE)	P	P	P	P	
Residential Facilities for Persons with Disabilities (NEED TO DEFINE)	P	P	-	-	
Short Term Rentals (Subject to Short Term Rental Ord)	C	C	C	-	
Slaughterhouse (NEED TO DEFINE does this include meat processing)	C	C	-	-	
Tattooing/Body Art (NEED TO DEFINE) (Could this be included with barber, beauty?)	P	P	P	P	
Towing/Impound Yard (NEED TO DEFINE)	P	C	-	-	
Transit Station (NEED TO DEFINE) (included in TOD Ord)	-	-	-	P	
Transportation/Trucking (NEED TO DEFINE)	P	P	-	-	
Veterinary services (NEED TO DEFINE) (Included in TOD Ord)	P	P	-	C	

*Subject to density limit in 24.58.080					
** TOD requires parking study					

ITEM 6

WILLARD CITY
Planning Commission Meeting – Regular Meeting
Thursday, September 19, 2024 – 6:30 p.m.
Willard City Hall – 80 West 50 South
Willard, Utah 84340

The meeting was a regular meeting designated by resolution. Notice of the meeting was provided 24 hours in advance. A copy of the agenda was posted at City Hall and on the State of Utah Public Meeting Notice Website.

The following members were in attendance:

Sid Bodily, Chairman
Chandler Bingham
Chad Braegger
Alex Dubovik
Brian Gilbert

Colt Mund, City Attorney
Madison Brown, City Planner
Michelle Drago, Deputy Recorder

Excused: Jeremy Kimpton, City Manager, and Ruth Beebe

Others in attendance: Mayor Travis Mote; Ken Ormond; Ruth Ormond; and Chad Call.

WORK SESSION TO DISCUSS PROPOSED AMENDMENTS TO THE TABLE OF USES FOUND IN CHAPTERS 12-111-3 AND 12-112-3 OF THE WILLARD CITY ZONING ORDINANCE

Time Stamp: 00:00 – 09/19/204 Work Session

Chairman Bodily called the work session to order at 5:32 p.m.

Colt Mund was excused from the work session.

Commissioner Beebe was unable to attend the work session. She sent her comments in an email (see attached copy).

The planning commission and city administration reviewed the Table of Uses found in Chapter 12-111-3 for the Multiple Use, Rural, and Residential districts, Items 1 through 10. The following changes were recommended:

Line 2	Discussed – no changes.
Line 3	Discussed – no changes
Line 4c	Change the wording to read – "Agriculture: business or industry."
Line 4d	Discussed limiting numbers of animals to help with enforcement. The Commission decided not to limit the number of animals because it wanted to retain Willard's rural atmosphere.
Line 4g	make this use conditional in the A-5 Zone
Lines 5 & 6	Check state code requirements
Line 7	Make a conditional use in all zones.
Line 8	Remove
Line 9a	Make a permitted use in all zones.
Line 9b	Make a permitted use in all zones. The Commission also wants to address the size of detached ADU's in the larger zones.
Line 9c	Make a permitted use in all zones.
Line 9c	Remove seasonal home or cabin.
Line 9d	change wording to read "Farm or Ranch Housing" and make this use conditional in all zones.

Line 9d	Make Manufactured housing permitted in all zones.
Line 9e	Remove
Line 10	Make a conditional use in the MU-40, A-5, and A-3 Zones. Leave as not permitted in R-1 and R-1/2 Zones

The work session adjourned at 5:28 p.m.

The planning commission meeting was called to order at 6:30 p.m.

1. PRAYER: Brian Gilbert

2. PLEDGE OF ALLEGIANCE: Sid Bodily

3. GENERAL PUBLIC COMMENTS

There were no comments.

4. CITY COUNCIL REPORT

Time Stamp 01:56 – 09/19/2024

Mayor Mote stated that during the September 12th meeting, the city council presented a service award to Glen and Sue Anderson, talked a lot about crosswalks, and certified an annexation petition for the Bayview Estates property north of the Willard Stake Center in South Willard.

5A. CONSIDERATION OF A PRELIMINARY PLAN FOR GRANITE RIDGE SUBDIVISION PHASE 6 LOCATED AT APPROXIMATELY 675 SOUTH 450 EAST (PARCEL NOS. 02-053-0014 AND 02-053-0069) (CONTINUED FROM AUGUST 15 AND SEPTEMBER 5, 2024)

Time Stamp: 05:33 – 09/19/2024

Madison Brown, city planner, stated that she had spent the past few weeks researching Granite Ridge. She provided planning commission members with a copy of Ordinance No. 2014-C, which was approved by the city council on April 10, 2014. The ordinance approved the development agreement, conditional use permit, and rezone for the Granite Ridge Subdivision. The development agreement included a master plan showing stub roads on the north and south sides of the subdivision with emergency access on Staker Parson's Haul Road in Phase 5. The approved master plan only showed stub roads, not an additional access to the highway. Unfortunately, there wasn't much the planning commission could do to require additional access for the last phase.

Chairman Bodily asked what exempted this project from providing a second access. Commissioner Bingham said the city council had approved the master plan without a second access.

Colt Mund, City Attorney, referenced an agreement with Staker Parson for use of the Haul Road as an emergency access.

Commissioner Braegger asked if there was a written agreement with Staker Parson. Ms. Brown said she had met with Granite Ridge representatives. They provided a letter from Staker Parson dated April 27, 2020. The letter listed four items to be completed by Granite Ridge in order to receive emergency access. Those items included a berm and fencing, no trespassing signs, notification to homeowners about the Staker Parson operations, and measures to prohibit illegal trespass from the subdivision onto Staker Parson property. Granite Ridge was working on compliance with those requirements. The city attorney would have to determine if the agreement needed to be recorded and who would be responsible for doing so. Phase 6 connected to the Haul Road.

Commissioner Dubovik asked if preliminary approval of Phase 6 should be tabled until everything was settled with Staker Parson. Madison Brown said the planning commission would make an approval or denial recommendation to SLUA. SLUA would grant final approval. She felt SLUA would ask for the berm and fencing to be included on the construction drawings before granting final approval.

Commissioner Dubovik felt final approval should be subject to a finalized agreement with Staker Parson.

Commissioner Braegger asked if Staker Parson would continue to allow access to their Haul Road. Madison Brown said John Newhall, representing Granite Ridge, was going to verify that the agreement was still in effect.

Chairman Bodily asked what the four stipulations were. Madison Brown said Granite Ridge had to provide a berm and fencing along any private property, no trespassing signs, a crash gate (which they had), and no pedestrian crossing. Granite Ridge had complied with the last requirement because they had re-routed the trail.

Commissioner Braegger didn't feel the access was really an emergency access if people could not walk through it. Madison Brown said the condition was no trails crossing or accessing the Haul Road.

Chairman Bodily verified that all Granite Ridge had to do was provide an emergency access. Colt Mund said that was what the approved development agreement required. The development agreement was approved by the city council in 2014.

Commissioner Braegger could understand an extra lot or two in a 30-lot subdivision, but this development had over 60 lots.

Commissioner Braegger stated that the development had changed hands multiple times. Was the agreement still valid with new owners? Colt Mund said it was. The agreement could be assigned to new owners.

Commissioner Bingham stated that the development agreement was approved a long time ago. When the agreement was approved, the council took out any sunset clauses.

Commissioner Braegger asked if the staff verified a comment from the previous mayor that Granite Ridge was required to provide a second access through 300 East. Madison Brown said she had read through several years of minutes but couldn't find any discussion or decision regarding 300 East.

Commissioner Braegger asked Ms. Brown to reach out to the previous mayor. He was concerned about legal ramifications if Granite Ridge was supposed to have provided a second access, and something had fallen through the cracks. He wanted to make sure the city had done its due diligence.

Chairman Bodily couldn't understand why Granite Ridge wasn't required to provide a second access. Commissioner Bingham remembered that years ago the planning commission had recommended a second access, a sunset clause, and that the agreement be reapproved if there was a new owner. The city council pulled those things out of the development agreement.

There was discussion about the timeline of Granite Ridge's approval. Mayor Mote said the development started around 2004 or 2006 with Willard Peak Ranches, which went defunct. Granite Ridge replatted it. Then the power line went through, which reset everything. Commissioner Braegger said the current development agreement was approved in 2015.

Commissioner Braegger felt the administration or SLUA needed to get information from previous officials to make sure all the details were correct.

Commissioner Bingham would like to see 300 East go through. Madison Brown stated that the city engineer said that when Granite Ridge built up to 300 East, it would be considered an emergency access. It was built to hold vehicles, including fire engines. Commissioner Bingham felt there should be a bona fide access.

Chairman Bodily said the planning commission wasn't talking about an emergency access, it was talking about a second access. The city wasn't letting property on the west side of town development because it didn't have a second access. Yet, the city didn't seem to care what was built in Granite Ridge.

Madison Brown stated that Granite Ridge was approved ten years ago.

Colt Mund felt the second access issue stemmed from an exception in the International Fire Code. At various times, Willard had allowed a secondary emergency access because of the exception if it was approved by the fire chief. Whether or not that was what the city should be doing was a different question. The planning commission had discussed the number of homes allowed on a single access and whether the exception in the International Fire Code should be applied.

Commissioner Dubovik stated that currently only 30 homes were allowed on a single access. The question in Granite Ridge was what defined a second access. Did an emergency access with a crash gate define the minimum requirements for the second access? Mr. Mund said the Internation Fire Code stipulated three reasons for an exception: An emergency access approved by the fire chief; all houses above 30 had their own fire suppression systems; or a proposed development in the area would resolve the issue.

Commissioner Dubovik preferred to see all the agreements with Parsons in writing before a recommendation was made to the city council.

Mayor Mote asked if the Parsons' 2020 letter contained an expiration date or any out.

Chairman Bodily stated that Parsons wouldn't even let Jeremy Jenkins have access to his property through the Haul Road. He agreed the city needed something in writing.

Commissioner Braegger felt the agreement should be recorded.

Commissioner Braegger asked if the city had the documentation from Parsons required by the original development agreement. Mr. Mund said Granite Ridge was supposed to secure documentation from Parsons by Phase 3. Commissioner Braegger said Granite Ridge had failed to provide the required documentation. He felt that gave the city some recourse. Mr. Mund said Granite Ridge had something, but whether it still applied was a different question. Commissioner Braegger felt the city had recourse if the Parsons documentation no longer applied.

Chairman Bodily asked if a motion to table this item was needed.

Commissioner Braegger didn't feel comfortable moving Phase 6 forward until the second access issue was resolved. He felt that was the planning commission's job.

Commissioner Dubovik felt the planning commission needed to see the agreement from Parsons.

Commissioner Gilbert stated that none of the houses that had been constructed in Granite Ridge looked like those proposed in the development agreement. How were CCR's policed? Colt Mund said that in every development agreement he had seen there was an out that allowed developers to change the design and configuration without approval from the city. He didn't know if there was such an out was in the Granite Ridge development. The city was starting to push back by telling developers they couldn't just change whatever they wanted.

Commissioner Bingham said that was why Willard had repealed the PUD Ordinance.

Commissioner Gilbert stated that in larger cities where he had built under a development agreement, someone from the city checked to make sure everything was built the way it was supposed to be. He didn't feel Granite Ridge looked anything like what was approved.

There was a discussion about the building permit approval process.

Commissioner Gilbert felt the city should require a copy of the CCR's (covenants, conditions, and restrictions) along with the development agreement to help with enforcement. Colt Mund said recent developments had provided them.

Commissioner Bingham didn't mind different style housing, but he felt developers should have to build things like tree-lined streets.

Commissioner Gilbert felt a development agreement was selling a product to the city. When a developer didn't build what it proposed, the city wasn't receiving the product it had approved. If CCR's were part of a development agreement, he felt a developer could be held to them even years down the road.

Colt Mund said the Granite Ridge development agreement said it would provide notice to buyers of their CCR's. He couldn't find anything in the agreement that said the city had a right to review them.

Chairman Bodily tabled Granite Ridge until they provided documentation from Staker Parsons.

5B. REVIEW OF A CONDITIONAL USE PERMIT ISSUED TO LEE KILPACK FOR MULTI-FAMILY/BASEMENT APARTMENT LOCATED AT 550 NORTH 200 WEST (PARCEL NO. 02-046-0046) ISSUED FEBRUARY 16, 2018

Time Stamp: 25:48 – 09/19/2024

Madison Brown stated that this was straight forward.
Mayor Mote stated that Kilpack's had moved.

Commissioner Braegger stated that the current owner, Dean Taylor, lived in the main part of the house. His son and family lived in the basement apartment.

Madison Brown stated that if the property became an income property, separate water and sewer connections would be required for the basement apartment with applicable connection and impact fees.

Mayor Mote suggested that the name on the conditional use permit be updated.

Chairman Bodily felt the review was complete.

5C. DISCUSSION REGARDING AMENDING THE TABLE OF USES FOUND IN CHAPTER 12-111-3 AND 12-112-3 OF THE WILLARD CITY ZONING ORDINANCE (CONTINUED FROM AUGUST 1, AUGUST 15, AND SEPTEMBER 5, 2024)

Time Stamp: 27:39 – 09/19/2024

Chairman Bodily asked if the planning commission wanted to hold another work session on October 3rd.

Commissioner Gilbert said he would not be able to attend the next two meetings. Commissioner Dubovik said he would not be able to attend the October 17th meeting.

The planning commission agreed to hold a work session from 5:30 to 6:30 p.m. on October 3rd.

6. CONSIDERATION AND APPROVAL OF THE SEPTEMBER 5, 2024, REGULAR PLANNING COMMISISON MINUTES

Commissioner Bingham moved to approve the September 5, 2024, minutes as corrected. Commissioner Gilbert seconded the motion. All voted "aye." The motion passed unanimously.

7. COMMISSIONER/STAFF COMMENTS

Time Stamp: 30:13 – 09/19/2024

Colt Mund

Did not have any comments.

Mayor Mote

Did not have any comments.

Madison Brown

Did not have any comments.

Commissioner Bingham

Commissioner Bingham asked if the city ever checked to see if guests at the Willard Peak Campground stayed beyond the 90-day limit. He thought there might be a truck that had been there more than 90 days.

Mayor Mote said he had recently spoken with the police chief about the campground. The code only allowed a maximum of 90 days per year. The chief said the campground manager had been working with the city. If a guest received a visit from a police officer, management asked them to leave. The chief was working with management to remedy long-term situations. Mayor Mote felt the city had the ability to review their records. That action would fall under the city planner.

Commissioner Bingham felt the campground was managed better than it ever had been, but he didn't want something to slip for years.

Commissioner Bingham asked about a foundation being constructed around 200 North Highway 89. Commissioner Braegger said the property owner was building a home.

Commissioner Dubovik

Commissioner Dubovik asked if the city could invite an entity, such as Utah State, to evaluate the water tables on the east bench as part of a student project. Mayor Mote said it could. Usually when the university was asked to do such a project, they asked for payment. It would be interesting to receive guidance regarding the alluvial fans.

Commissioner Dubovik asked who the intermediary would be. Mayor Mote felt it would be the city manager. He would talk to the city manager about it.

Commissioner Gilbert

Did not have any comments.

Commissioner Braegger

Commissioner Braegger asked what Shane Barthlome was doing on the southeast corner of 750 North 200 West. Construction materials and a job trailer were recently moved to the site. Mayor Mote stated that the property was rezoned a few years ago. Madison Brown said she would check on it.

Commissioner Braegger asked about the drinking fountain on the trail at 800 North 200 West. Mayor Mote said the water line below it was broken. The Public Works Director was aware of it. Commissioner Braegger

felt the repair should be bumped up on the priority list. Mayor Mote felt it would be a priority next spring because everything was being shut down for winter.

Chairman Bodily

Did not have any comments.

8. ADJOURN

Commissioner Bingham moved to adjourn at 7:10 p.m. Commissioner Braegger seconded the motion. All voted in favor. The motion passed unanimously.

Minutes were read individually and approved on: _____

_____ _____

Planning Commission, Chairman
Sid Bodily

Planning Commission Secretary
Michelle Drago

dc:PC 09-19-2024