

PUBLIC NOTICE

The Grantsville City Planning Commission will hold a Regular Meeting at 7:00 p.m. on Tuesday, November 18, 2025 at 429 East Main Street, Grantsville, UT 84029. The agenda is as follows:

ROLL CALL

PUBLIC HEARING

- a) Consideration of a proposed rezone for 655 S. Willow Street, 635 S. Willow Street, 387 E. Nygreen Street, 400 E. Heritage Lane, 420 E. Heritage Lane, and parcel #18-049-0-000R, from the RR-1 (Rural Residential) zoning designation to the R-1-21 (Single-Family Residential) zoning designation.
- b) Consideration of the proposed Grantsville City Master Development Agreement Template.

AGENDA

1. Consideration of a proposed rezone for 655 S. Willow Street, 635 S. Willow Street, 387 E. Nygreen Street, 400 E. Heritage Lane, 420 E. Heritage Lane, and parcel #18-049-0-000R, from the RR-1 (Rural Residential) zoning designation to the R-1-21 (Single-Family Residential) zoning designation.
2. Consideration of the detached ADU located at 194 Cowdery Dr.
3. Consideration of the proposed Grantsville City Master Development Agreement Template.
4. Discussion of Proposed Amendments to Chapter 7 – Conditional Uses
5. Approval of minutes from the October 16, 2025 Planning Commission Regular Meetings.
6. Report from Zoning Administrator
7. Open Forum for Planning Commissioners.
8. Report from City Council.
9. Adjourn.

Shelby Moore
Zoning Administrator
Grantsville City Community & Economic Development



meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/84427659980>

Meeting ID: 844 2765 9980

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

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

AGENDA ITEM #1

Consideration of a proposed rezone for 655 S. Willow Street, 635 S. Willow Street, 387 E. Nygreen Street, 400 E. Heritage Lane, 420 E. Heritage Lane, and parcel #18-049-0-000R, from the RR-1 (Rural Residential) zoning designation to the R-1-21 (Single-Family Residential) zoning designation.



STAFF REPORT

To: Grantsville City Planning Commission

From: Shelby Moore, Planning and Zoning Administrator

Public Hearing: 11/18/2025

Meeting Date: 11/18/2025

Re: Consideration of a Proposed Rezone — 655 S. Willow Street, 635 S. Willow Street, 387 E. Nygreen Street, 400 E. Heritage Lane, 420 E. Heritage Lane, and Parcel #18-049-0-000R

Request: Rezone from RR-1 (Rural Residential) to R-1-21 (Single-Family Residential)

Background

The applicants are requesting a rezone of six properties along the Willow Street / Nygreen Street / Heritage Lane area from RR-1 to R-1-21. The properties are currently surrounded by a mix of RR-1, RR-2.5, and R-1-21 zoning districts, creating a transitional environment where urban-edge and established single-family patterns intersect.

The City's **Future Land Use Map** designates this area as **Low Density Residential**, intended for residential development up to two dwelling units per acre. The proposed R-1-21 zoning aligns directly with this designation and supports the expected buildout character for the area.

General Plan Consistency

The General Plan emphasizes structured, centralized, and infrastructure-efficient growth. Several themes from the plan directly support this rezone:

Addressing Conditions Prior to Implementation

The plan identifies scattered, non-contiguous development as a long-standing challenge. Rezoning consistent with the Future Land Use Map helps reduce that scatter by guiding development toward predictable, planned residential densities. These parcels lie within an area where infrastructure already exists or can be extended logically, correcting the inefficiencies noted in the General Plan.

Future Land Use Map Guidance

The map is a forward-looking tool meant to direct zoning decisions. While not regulatory, it sets clear expectations for density patterns. This rezone fits squarely within the Low-Density

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Residential category and strengthens the intended long-term development form of the neighborhood.

Goal 1 – Maintain Community Character

R-1-21 is compatible with existing single-family patterns in the vicinity. It complements nearby R-1-21 areas and continues a consistent, low-density character that matches community expectations and established neighborhoods.

Goal 2 – Manage Growth

The General Plan calls for growth that aligns with available infrastructure and avoids leap-frog development. This area is within the community's existing development footprint, allowing the City to use current roadway and utility systems efficiently rather than extending services outward prematurely.

Goal 3 – Support a Mix of Land Uses

This rezone supports a balanced residential landscape without increasing density beyond what the plan anticipates. It reinforces the “out-from-the-center” growth pattern, bringing zoning into alignment with the long-term plan and preventing future zoning inconsistencies.

Analysis

The request is straightforward:

- **Meets the Future Land Use designation.**
- **Maintains compatibility with surrounding zoning districts.**
- **Strengthens the cohesive residential fabric of the area.**
- **Aligns with smart-growth principles identified in the General Plan.**
- **Keeps density within the two-units-per-acre threshold for Low Density Residential.**

No conflicts with adopted policies or infrastructure limitations have been identified. The rezone provides a logical extension of existing single-family zoning already present nearby.

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

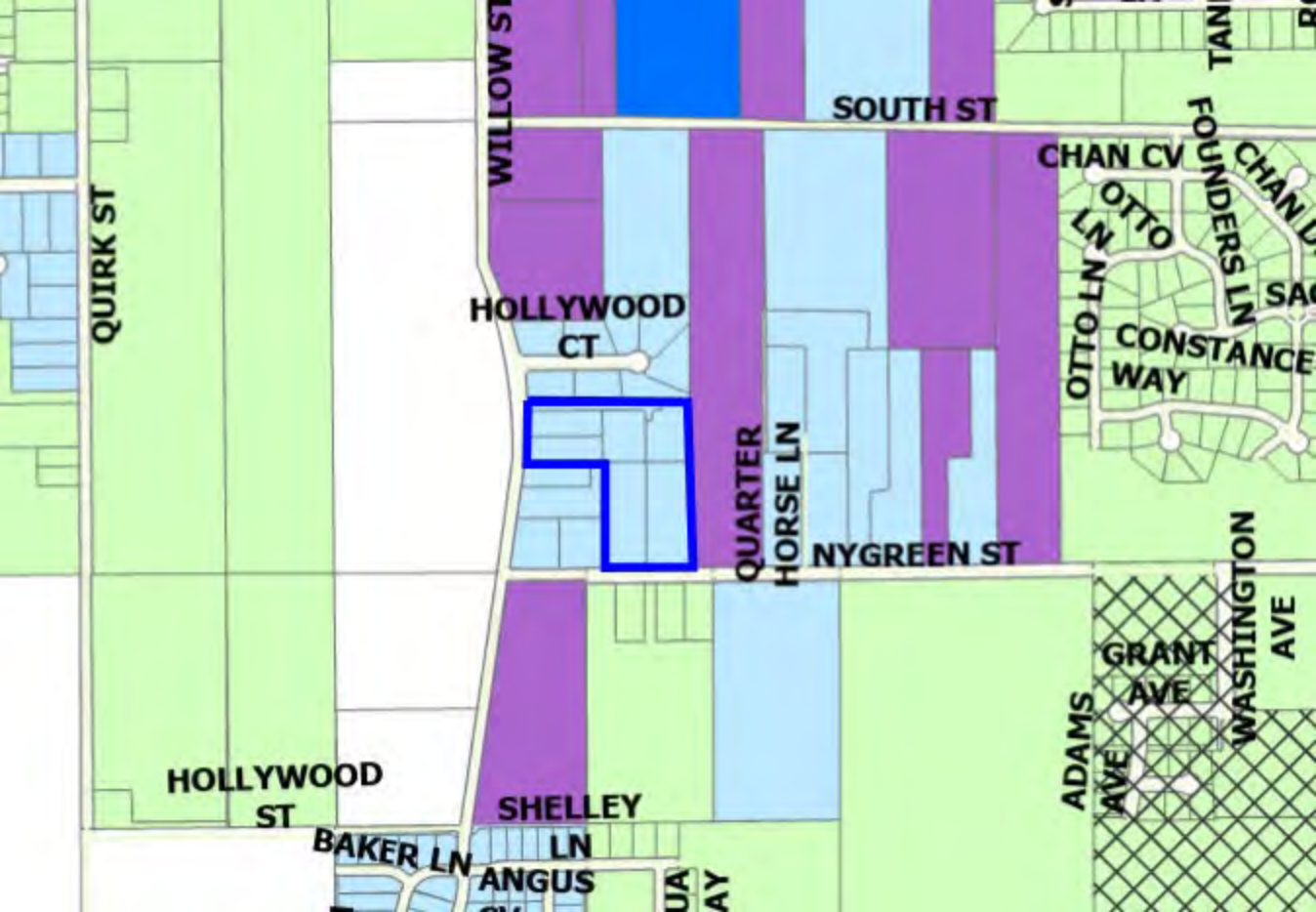


Staff Recommendation

Staff recommends **APPROVAL** of the proposed rezone from **RR-1 to R-1-21** for the listed parcels. The request is consistent with the City's General Plan goals, Future Land Use Map, and long-term land-use strategy.

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Hollywood Ct

LESLIE J PITZ JT
16-052-0-0007
R028520

MJC HOLDINGS LLC
18-049-0-0001
R031395

MJC HOLDINGS LLC
18-049-0-0002
R031396

MJC HOLDINGS LLC
18-049-0-0004
R031398

DUNLAVY PATRICK H
16-009-0-0002
R027442

GASTAGNO TODD F JT
15-031-0-003A
R021436

PETERSON JOLYN N TRUSTEE
15-031-0-003B
R024108

JANE R BROWN TRUSTEE
01-070-0-0037
R012014

CRAIG RYDALCH JT
16-046-0-0003
R028439

JOHN M ELLERBE JR
16-046-0-0004
R028440

ORTON ANTHONY ROTHOFF JT
11-052-0-0004
R014934

REGINA C TIPPETS JT
16-046-0-0001
R028437

Quarter Horse Ln

WOOD RANDY JT
16-046-0-0002
R028438

FERN SYNDER MATTHEWS JT
01-071-0-0008
R010921

ERNEST H MATTHEWS JT
01-074-0-0013
R003278

Willow St

RUSTY R RUBY
01-074-0-0015
R014611

TANNER HOLLIE JT
23-023-0-0123
R102190

AUSTIN HALE JT
18-027-0-0001
R031199

Redwood Ln

Cedar Rd

Spruce Ln

MENO KEVIN JT
01-074-0-0014
R005656

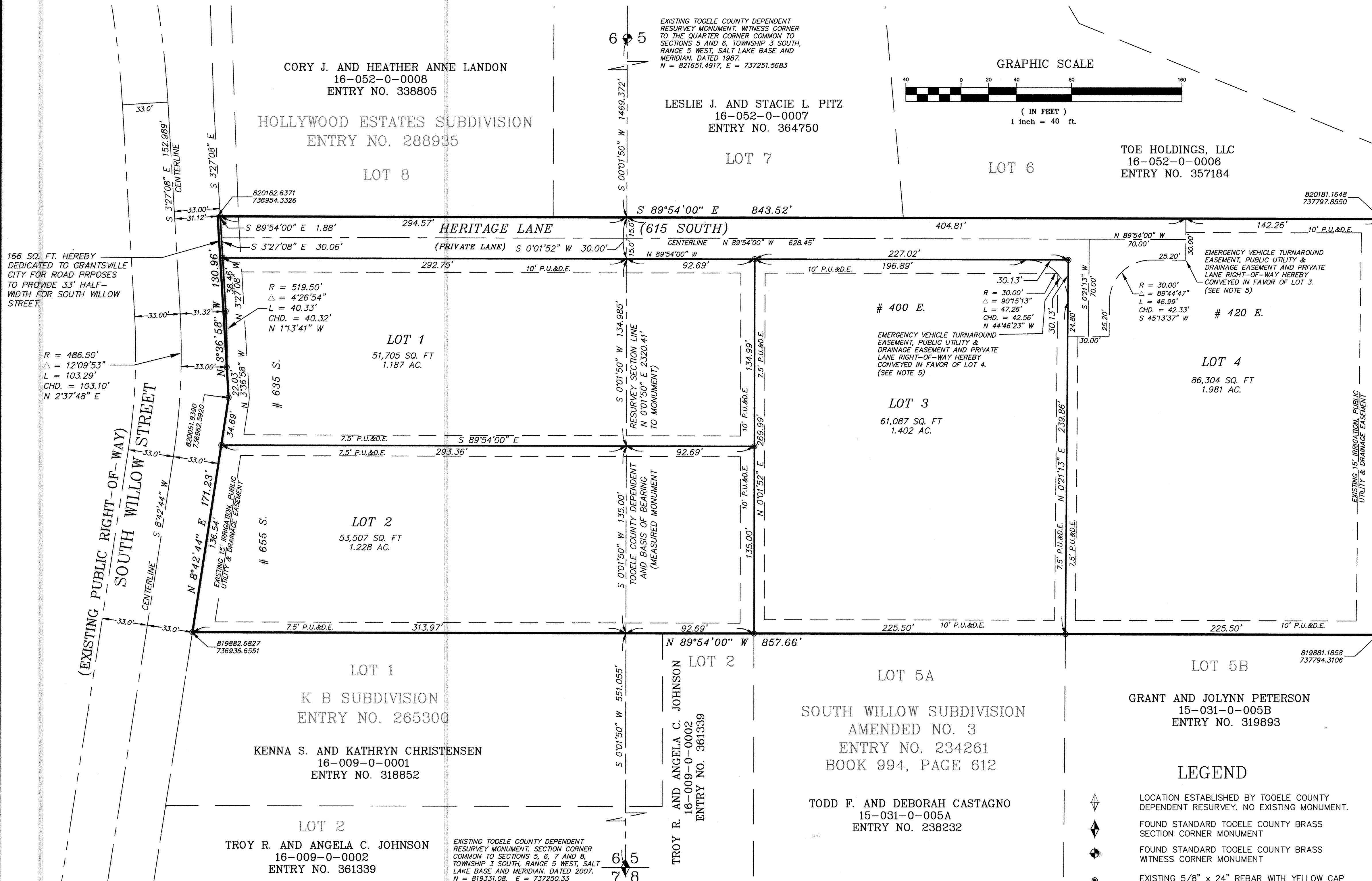
THE TOLMAN FAMILY TRUST, DATED JANUARY 30, 2019
21-103-0-0001
R099154

Gilmour St

Belton Way

FINAL PLAT
HERITAGE SUBDIVISION

A SUBDIVISION VACATING AND DIVIDING LOT 4, SOUTH WILLOW SUBDIVISION AMENDED NO. 1
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5 AND THE SOUTHEAST QUARTER OF SECTION 6,
TOWNSHIP 3 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN
CITY OF GRANTSVILLE, TOOELE COUNTY, UTAH



NOTES:

1. A 7.5' Public Utility & Drainage Easement shall exist around the perimeter of each lot in this subdivision with the exception of the front lot line where the public utility & drainage easement width shall be 10' and the existing irrigation, public utility & drainage easements which are 15' in width.
2. Final grading of all lots in this subdivision shall be done so as to retain on each individual lot all storm water generated by improvement of the lot. This may be accomplished with earthen berms, shallow retention basins, landscaping or other means approved by Grantsville City which will be the responsibility of the individual lot owners to construct and maintain.
3. Coordinate values shown hereon are based upon Tooele County Dependent Resurvey data.

EXISTING TOOELE COUNTY DEPENDENT
RESURVEY MONUMENT, SECTION CORNER
COMMON TO SECTIONS 5, 6, 7 AND 8,
TOWNSHIP 3 SOUTH, RANGE 5 WEST, SALT
LAKE BASE AND MERIDIAN, DATED 2007.
N = 819331.08, E = 737250.33

4. The approval of this subdivision was granted upon condition that the owner or owners of the lots in this subdivision will immediately install or pay for the installation of sidewalk, curb, gutter or other required and specified improvements along public street frontage, within ninety days of a written request of Grantsville City to complete said improvements. The requirement to install or pay for said improvements was an agreement of the original owner of this subdivision and is a covenant running with the land and subsequent owners of these lots shall also assume the same obligation when they acquire ownership to the same.

5. Heritage Lane is a private lane for the mutual use and benefit of Lots 3 and 4 of this subdivision. The lane, including the emergency vehicle turnaround as shown hereon, shall also serve as a public utility and drainage easement.

6. Each lot in this subdivision will receive a culinary water allocation of 0.45 acre feet.

PREPARED BY:
NOLAN C. HATHCOCK
PROFESSIONAL LAND SURVEYOR
LICENSE NO. 166346
9592 STORNOWAY CIRCLE
SOUTH JORDAN, UTAH 84095
PHONE 801-557-5398

GRANTSVILLE CITY ENGINEER
APPROVED THIS 17th DAY OF
May 2013 BY THE GRANTSVILLE CITY ENGINEER.
CITY ENGINEER OR DESIGNEE

GRANTSVILLE CITY PUBLIC WORKS
APPROVED THIS 17th DAY OF
May 2013 BY THE GRANTSVILLE CITY PUBLIC WORKS DIRECTOR.
PUBLIC WORKS DIRECTOR OR DESIGNEE

GRANTSVILLE CITY ATTORNEY
APPROVED THIS 29th DAY OF
May 2013 BY THE GRANTSVILLE CITY ATTORNEY.
CITY ATTORNEY

TOOELE COUNTY TREASURER
APPROVED THIS 14th DAY OF
May 2013 BY THE TOOELE COUNTY TREASURER.
TOOELE COUNTY TREASURER

GRANTSVILLE CITY FIRE DEPARTMENT
APPROVED THIS 20th DAY OF
May 2013 BY THE GRANTSVILLE CITY FIRE DEPARTMENT.
FIRE CHIEF OR DESIGNEE

TOOELE COUNTY SURVEYOR
APPROVED THIS 14th DAY OF
May 2013 BY THE TOOELE COUNTY SURVEYOR.
COUNTY SURVEYOR OR DEPUTY

PLANNING COMMISSION
APPROVED THIS 20th DAY OF
May 2013 BY THE GRANTSVILLE CITY PLANNING COMMISSION.
CHAIR, GRANTSVILLE CITY PLANNING COMM.

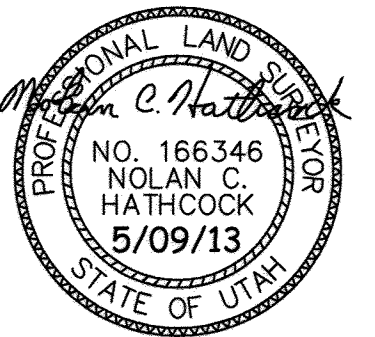
RECORDED # 385875
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED
AT THE REQUEST OF
MJC HOLDINGS, LLC
DATE 5/21/13 TIME 1:13 PM PAGE 101
Sandra Anderson, Deputy
TOOELE COUNTY RECORDER

SURVEYOR'S CERTIFICATE

I, Nolan C. Hathcock, do hereby certify that I am a Professional Land Surveyor holding License No. 166346 as prescribed by the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots, and a small portion of the abutting street, hereafter to be known as

HERITAGE SUBDIVISION

and that the same has been correctly surveyed and staked on the ground as shown on this plat.



BOUNDARY DESCRIPTION

All of Lot 4, South Willow Subdivision Amended No. 1, according to the official plat thereof found as Entry No. 89650 in Book 437, at Page 168 in the office of the Tooele County Recorder, situate in the Southwest Quarter of Section 5 and the Southeast Quarter of Section 6, Township 3 South, Range 5 West, Salt Lake Base and Meridian, Grantsville City, Tooele County, Utah, containing 5.803 acres divided into 4 lots.

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that the undersigned is the owner of the hereon described tract of land and hereby causes the same to be divided into lots and a small portion of the abutting street together with easements as set forth, hereafter to be known as:

HERITAGE SUBDIVISION

The undersigned owner hereby dedicates to Grantsville City all those parts or portions of said tract of land on said plat designated hereon as streets or portions of streets, the same to be used as public thoroughfares forever. The undersigned owner also hereby conveys to any and all public utility companies providing service to the hereon described tract a perpetual, non-exclusive easement over the private lane (Heritage Lane) and public utility easements shown on this plat, the same to be used for drainage and installation, maintenance and operation of public utility service lines and facilities.

In witness whereof said owner has hereunto set his hand this 17th day of May, A.D., 2013.

MJC HOLDINGS, LLC

BY: MARK J. CUMMINGS, MANAGER

Limited Liability Company
ACKNOWLEDGEMENT

STATE OF UTAH
County of Davis } s.s.

On the 17th day of June, A.D., 2013, personally appeared before me, the undersigned Notary Public, in and for said County of Davis, in the State of Utah, Mark J. Cummings, who after being duly sworn, acknowledged to me that he is the Manager of MJC HOLDINGS, LLC, a Utah Limited Liability Company and that he signed the above Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the uses and purposes therein mentioned and acknowledged to me that said Limited Liability Company executed the same.

MY COMMISSION EXPIRES: May 30, 2016

NOTARY PUBLIC: Sandra Anderson

RESIDING IN: Ogden, Utah

OWNER OF RECORD
MJC HOLDINGS, LLC
23 N. MAIN ST. STE. B
FARMINGTON, UTAH 84025

PARCEL NO. 11-093-0-0004

JANUARY 7, 2013

HERITAGE SUBDIVISION

A SUBDIVISION VACATING AND DIVIDING
LOT 4, SOUTH WILLOW SUBDIVISION AMENDED NO. 1
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5,
AND THE SOUTHEAST QUARTER OF SECTION 6,
TOWNSHIP 3 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN
CITY OF GRANTSVILLE, TOOELE COUNTY, UTAH

GRANTSVILLE CITY MAYOR
PRESENTED TO THE GRANTSVILLE CITY COUNCIL THIS
3rd DAY OF June, 2013, AT WHICH TIME
THIS PLAT WAS APPROVED AND ACCEPTED.
Mayor
ATTEST: CITY RECORDER

Record of Survey filed in the office of the
Tooele County Surveyor January 11,
2013 as File No. 2013-0001



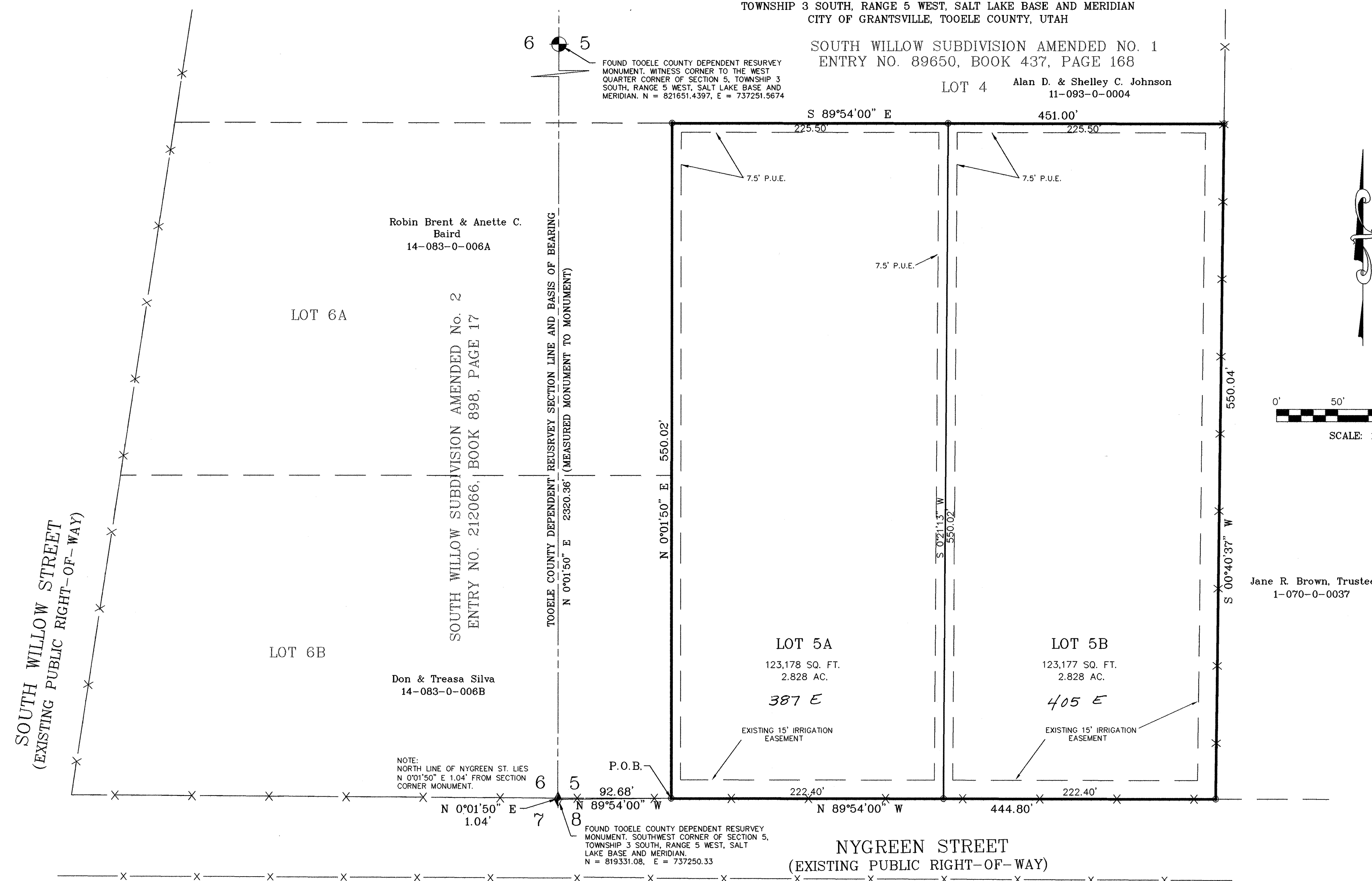
FINAL PLAT

SOUTH WILLOW SUBDIVISION AMENDED No.3

A SUBDIVISION VACATING AND DIVIDING
LOT 5, SOUTH WILLOW SUBDIVISION AMENDED NO. 1
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5,
TOWNSHIP 3 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN
CITY OF GRANTSVILLE, TOOELE COUNTY, UTAH

SOUTH WILLOW SUBDIVISION AMENDED NO. 1
ENTRY NO. 89650, BOOK 437, PAGE 168

LOT 4 Alan D. & Shelley C. Johnson
11-093-0-0004



SURVEYOR'S CERTIFICATE

I, Nolan C. Hathcock, do hereby certify that I am a Registered Professional Land Surveyor holding License No. 166346 as prescribed by the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as

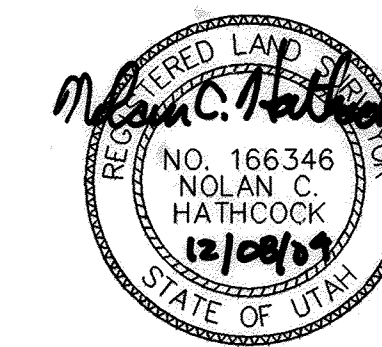
SOUTH WILLOW SUBDIVISION AMENDED NO. 3

and that the same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

All of Lot 5, South Willow Subdivision Amended No. 1 according to the official plat thereof found as Entry No. 89650 in Book 437, at Page 168 in the office of the Tooele County Recorder mor particularly described by metes and bounds as follows:

Beginning at the southwest corner of said Lot 5 which lies North 0°01'50" East 1.04 feet along the section line and South 89°54'00" East 92.68 feet along the northerly line of Nygreen Street from a Tooele County Dependent Resurvey monument representing the Southwest Corner of Section 5, Township 3 South, Range 5 West, Salt Lake Base and Meridian (Basis of bearing is North 0°01'50" East along the west line of the southwest quarter of said Section 5 as defined by said Tooele County Dependent Resurvey monument at the Southwest Corner and a Tooele County Dependent Resurvey monument in South Street, witness monument to the West Quarter Corner of said Section 5); thence along the westerly line of said Lot 5, North 0°01'50" East 550.02 feet to the northwest corner of said Lot 5; thence along the northerly line of said Lot 5, South 89°54'00" East 451.00 feet; thence along the easterly line of said Lot 5, South 0°40'37" West 550.04 feet to the southeast corner of said Lot 5 and the north line of Nygreen Street; thence along the southerly line of said Lot 5, North 89°54'00" West 440.80 feet to the point of beginning. The above described parcel of land contains 246,355 square feet in area or 5.636 acres divided into two (2) lots.



0' 50' 100' 150'
SCALE: 1" = 50'

OWNER'S DEDICATION

Know all men by these presents that we, the undersigned owners of the the above described tract of land, having caused the same to be subdivided into lots hereafter to be known as

SOUTH WILLOW SUBDIVISION AMENDED NO. 3

do hereby dedicate for the perpetual use of the public all the parcels of land shown on this plat as intended for public use.

In witness whereof we have hereunto set our hand this

20 day of Dec A.D., 2004

Alan D. Johnson

Shelley C. Johnson

Alan D. Johnson

Shelley C. Johnson

ACKNOWLEDGEMENT

STATE OF UTAH
County of Tooele, ss.

On the 20 day of Dec A.D., 2004, personally appeared before me, the undersigned Notary Public, in and for said County of Tooele, the State of Utah, Alan D. Johnson, Shelley C. Johnson, the signer(s) of the above Owner's Dedication, in number, who duly acknowledged to me that they signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: April 12, 2007

NOTARY PUBLIC: Susan A. Quisenberry

RESIDING IN: Tooele County

OWNER OF RECORD

Alan D. Johnson
Shelley C. Johnson
Grantsville, Utah 84029

FINAL PLAT

SOUTH WILLOW SUBDIVISION AMENDED NO. 3

A SUBDIVISION VACATING AND DIVIDING
LOT 5, SOUTH WILLOW SUBDIVISION AMENDED NO. 1
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5,
TOWNSHIP 3 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN
CITY OF GRANTSVILLE, TOOELE COUNTY, UTAH

LEGEND

- FOUND STANDARD TOOELE COUNTY BRASS SECTION CORNER MONUMENT
- FOUND STANDARD TOOELE COUNTY BRASS WITNESS CORNER MONUMENT
- SET 5/8" x 24" REBAR WITH YELLOW CAP MARKED "HATHCOCK L.S. 166346"
- EXISTING FENCE LINE
- PUE PUBLIC UTILITY EASEMENT

NOTES:

1. As a result of special conditions, the curb, gutter and sidewalk off-site improvements were not initially required to be installed by the owner of the lots in this subdivision. The owner of the lots in this subdivision has agreed to immediately install said off-site improvements upon the request of Grantsville City. The agreement to install off-site improvements is a covenant running with the lots of this subdivision and subsequent owners of these lots assume the same obligation when they acquire title to any of said lots.

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } ss

On the _____ day of _____ A.D., 200____, personally appeared before me, the undersigned Notary Public, in and for said County and State,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the said instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

My Commission Expires: _____

Notary Public: _____

Residing In: _____

PREPARED BY
NOLAN C. HATHCOCK
PROFESSIONAL LAND SURVEYOR
LICENSE NO. 166346
9592 STORNOWAY CIRCLE
SOUTH JORDAN, UTAH 84095
PHONE 801-280-1596

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 3rd DAY OF January A.D., 2005
[Signature]
GRANTSVILLE CITY ATTORNEY

TOOELE COUNTY TREASURER
APPROVED THIS 13th DAY OF December A.D., 2004
[Signature]
TOOELE COUNTY TREASURER

GRANTSVILLE CITY COUNCIL
PRESENTED TO THE GRANTSVILLE CITY COUNCIL
THIS DAY OF Dec A.D., 2004
AT WHICH TIME THIS PLAT WAS APPROVED AND ACCEPTED.
[Signature]
MAYOR
[Signature]
ATTTEST, CITY RECORDER

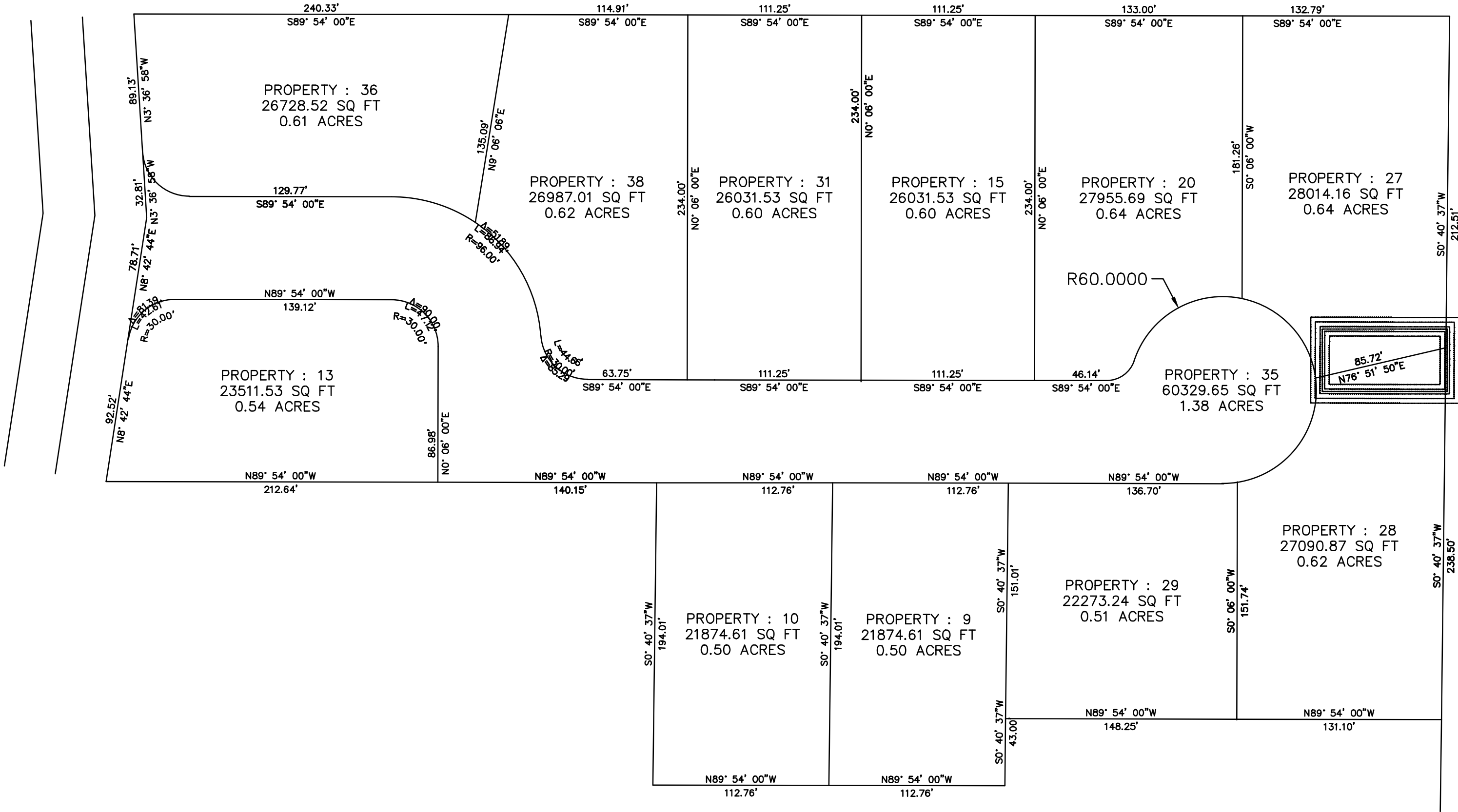
RECORDED # 234261
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED
AT THE REQUEST OF Todd Castagno
DATE 1/4/05 TIME 10:45am BOOK 997 PAGE 612
FEE \$ 32.00
TOOELE COUNTY RECORDER

PLANNING COMMISSION
APPROVED THIS 29th DAY OF Dec 2004 BY THE GRANTSVILLE CITY PLANNING COMMISSION.
[Signature]
CHIEF, GRANTSVILLE CITY PLANNING COMM.

BOARD OF HEALTH
APPROVED THIS 23rd DAY OF December A.D., 2004
[Signature]
DIRECTOR, TOOELE CO. BOARD OF HEALTH

ENGINEERING DEPARTMENT
APPROVED THIS 29th DAY OF December A.D., 2004
[Signature]
DIRECTOR, GRANTSVILLE CITY ENG. DEPT.

TOOELE COUNTY SURVEYOR
I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE.
12/23/04 [Signature]
DATE TOOELE COUNTY SURVEYOR



AGENDA ITEM #2

Consideration of the detached ADU located at
194 Cowdery Dr.



STAFF REPORT

To: Grantsville City Planning Commission

From: Shelby Moore, Planning and Zoning Administrator

Meeting Date: November 18, 2025

Public Hearing Date: November 18, 2025

Re: Consideration of a Detached Accessory Dwelling Unit (ADU) at **194 Cowdery Drive**

Background

The applicant is requesting approval for a **detached Accessory Dwelling Unit (ADU)** to be located at 194 Cowdery Drive. The proposal is for a standalone structure designed to function as a secondary residential unit on an existing single-family lot.

The property is zoned for single-family residential use and allows detached ADUs subject to the standards outlined in **Chapter 25** of the Grantsville Land Use Code. The applicant has submitted the required site plan, elevations, and utility information demonstrating compliance.

Code Compliance

Staff has reviewed the application in full against **Chapter 25 – Accessory Dwelling Units**, and confirms that the proposed detached ADU meets all applicable standards, including:

- **Maximum square footage and height limitations**
- **Required setbacks from property lines and the primary dwelling**
- **Architectural compatibility with the principal structure**
- **Parking requirements**
- **Utility connection standards**
- **Owner-occupancy requirements**
- **Adherence to visibility, access, and safety criteria**

No variances or deviations from the code are requested or required.

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Analysis

The ADU integrates cleanly into the existing residential layout of the property and aligns with the City's broader housing goals by offering a small-scale, unobtrusive housing option. The proposal maintains neighborhood character, supports gentle residential infill, and remains fully consistent with adopted regulations.

The design and placement avoid impacts to adjacent properties and preserve the low-density feel of the neighborhood. This is exactly the type of compliant, well-designed ADU the City anticipates when implementing Chapter 25.

Staff Recommendation

Staff recommends **APPROVAL** of the detached Accessory Dwelling Unit at **194 Cowdery Drive**, subject to standard conditions of approval, as the proposal meets all requirements of **Chapter 25** of the Grantsville Land Use Code.

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FRANK ANDREW JT

21-028-0-0309

R097263

0.45 Acres

206 W COWDERY DR

HASSETT MICAH J JT

21-008-0-0217

R096931

0.45 Acres

194 W COWDERY DR

CAMERON TREQUIN MCKENZIE JT

21-008-0-0216

R096930

0.45 Acres

176 W COWDERY ST

NESS KENNY ROBERT JT

21-008-0-0215

R096929

0.45 Acres

162 W COWDERY DR

Cowdery Dr

DVID M JT

21-0-0314

R097268

0.45 Acres

206 W COWDERY DR

JESSE

21-0-0313

R097267

0.45 Acres

206 W COWDERY DR

OLSON JT

21-0-0218

R096932

0.45 Acres

206 W COWDERY DR

TYLER MATTHEW

21-0-0219

R096933

0.45 Acres

206 W COWDERY DR

ON TAYLOR JT

21-0-0220

WILLIAMS

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WHITIMER

WAY

PHELPS

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COWDERY



DR

WOODRUFF WAY

Grantsville City Development Review

Submittal #311/06/2025

APPROVED

Grantsville City Planning Department

11/06/2025

APPROVED

Grantsville City Engineer

11/06/2025

APPROVED

Grantsville City Fire Department

11/13/2025

APPROVED

Grantsville City Public Works


11/13/2025

BENNETT ADU

194 COWDERY DR

GRANTSVILLE, UT

11/06/2025



GENERAL NOTES

WORKMANSHIP THROUGHOUT SHALL BE OF THE BEST QUALITY OF THE TRADE INVOLVED AND THE GENERAL CONTRACTOR SHALL COORDINATE THE WORK OF THE VARIOUS TRADES TO EXPEDITE THE JOB IN A SMOOTH AND CONTINUOUS PROCESS.

THE GENERAL CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS ON SITE BEFORE EXECUTION OF WORK AND IMMEDIATELY REPORT ANY ERRORS TO THE OWNER AND ARCHITECT.

UNLESS OTHERWISE NOTED, ALL DETAILS, SECTIONS AND NOTES SHOWN ON THE CONTRACT DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL APPLY TO SIMILAR CONDITIONS ELSEWHERE.

ALL OMISSIONS OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE CONTRACT DRAWINGS AND/OR SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNER/ENGINEER BEFORE PROCEEDING WITH ANY WORK INVOLVED.

ALL CONSTRUCTION SHALL BE IN ACCORDANCE TO THE 2015 INTERNATIONAL RESIDENTIAL CODE. COMPLIANCE WITH CODES AND ORDINANCES GOVERNING THE WORK SHALL BE MADE AND ENFORCED BY THE GENERAL CONTRACTOR.

NOTE THAT ALL WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE.

MANUFACTURER'S SPECIFICATIONS FOR INSTALLATION OF MATERIALS SHALL BE FOLLOWED.

BUILDING INFORMATION

OWNER	LISA BENNETT
BUILDER	JIM SANDERS 385-363-9253
DESIGNER	FELIX GUZMAN 385-209-5213
ENGINEER	COMPASS ENGINEERING 801-664-2197
TOTAL SQ. FT.	553 SQ. FT.

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ARCHITECTURAL

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S.0STRUCTURAL NOTES

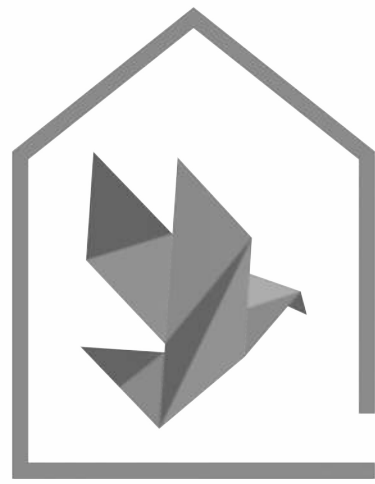
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Nest Tiny Homes
4190 S Highland Drive, Ste 114
Millcreek, UT 84124
felix.guzman@nest-tinyhomes.com

DATE:08/25/25

PROJECT #:2004

DRAWN BY:FFG

CHECKED BY:FG

PROJECT

BENNETT ADU

REVISIONS

194 Cowdery Dr
Grantsville,
UT 84029

ARCHITECTURAL

COVER

G0.0

GENERAL SHEET NOTES:

1. THIS SITE LAYOUT PLAN IS PRESENTED FOR INFORMATIONAL PURPOSES OF BUILDING LOCATION ONLY AND **SHALL NOT BE** VIEWED AS A SURVEY, LANDSCAPE SITE PLAN, IRRIGATION PLAN, PAVING PLAN, GRADING PLAN, DRAINAGE PLAN, OR UTILITY / CIVIL ENGINEERED PLAN.
2. ALL BOUNDARY, SETBACK, EASEMENT, UTILITY AND EXISTING PERMANENT OBJECT INFORMATION AS SHOWN WAS SUPPLIED TO FEFRANK DESIGNS, LLC VIA ARCGIS PUBLIC PARCELS MAP SERVER. PLEASE REFER TO A COMPLETED SURVEY MAP FOR ALL SURVEY DATA, TREE LOCATION & FINISHED FLOOR INFORMATION.
3. IF THE HOME'S INTERIOR FINISHED FLOOR ELEVATION, SURVEY OR TOPOGRAPHY, LANDSCAPE SITE PLAN, IRRIGATION PLAN, PAVING PLAN, GRADING PLAN, DRAINAGE PLAN, OR UTILITY / CIVIL ENGINEERED PLAN IS REQUIRED BY THE A.H.J., IT SHALL BE PROVIDED BY OTHERS AS A SEPARATE ATTACHMENT TO THE PERMIT PLAN SET PACKAGE AND SHALL BE REVIEWED AND APPROVED BY THE PROJECT DESIGNER OF RECORD PRIOR TO PERMIT SUBMISSION AND INSTALLATION.
4. ANY SIDEWALKS OR CURBING DISTURBED BY THE WORK SHALL BE RESTORED TO THE CONDITION OF THE ORIGINAL STRUCTURE. SIDEWALK PANELS SHALL BE RESTORED TO FULL PANEL WIDTHS AND LENGTHS (DEFINED BY EDGES OF THE SIDEWALK AND THE NEAREST CONTROL JOINTS OR EXPANSION JOINTS). PARTIAL PATCHING OF SIDEWALKS SHALL NOT BE ACCEPTABLE. THICKNESSES FOR GRANTSVILLE ROADWAY IS 3" ASPHALT ON 6" OF UNTREATED BASE COURSE ON 8" OF SUBGRADE. CONCRETE SIDEWALK NEEDS TO BE 6" OF CONCRETE ON 6" OF UNTREATED BASE COURSE.
5. DIMENSIONS AS SHOWN ARE FROM BUILDING CORNERS TO THEIR RESPECTIVE PERPENDICULAR LOCATIONS ALONG THE BOUNDARY LINES.
6. PROPOSED FENCES AND/OR GATES ARE NOT SHOWN AND SHALL BE PROVIDED AND SUBMITTED BY OTHERS, WHEN APPLICABLE.
7. CONTRACTOR TO VERIFY THAT EROSION AND SEDIMENTATION CONTROL FOR THE CONSTRUCTION SITE IS DONE FOLLOWING THE BEST MANAGEMENT PRACTICES DESCRIBED IN THE CITY REQUIREMENTS.
8. ALL PLANTS, TURFGRASS AND TREE SPECIES AND TYPES SHALL BE CHOSEN BY THE OWNER.

SITE NOTES:

1. BEFORE CONSTRUCTION BEGINS, BUILDER IS TO VERIFY LOT DIMENSIONS AGAINST SITE PLAN DIMENSIONS.
2. COORDINATE, PROVIDE, AND INSTALL WITH APPROPRIATE TRADES AND OWNER UNDERGROUND SEWER, POWER, TELEPHONE, CABLE, TV, NATURAL GAS AND WATER LINES TO UTILITY MAINS.
3. DRAINAGE SHALL HAVE A MINIMUM SLOPE OF 5% AWAY FROM BUILDING FOR A MINIMUM OF 10'-0" IN ALL AREAS PERVIOUS AND IMPERVIOUS INCLUDING CONCRETE SURFACES.
4. ANY SLOPE SHALL NOT BE GREATER THAN 1 VERTICAL UNIT FOR EVERY 2 HORIZONTAL UNITS. ALL LOCAL CODES SHALL BE MET. ANY GREATER SLOPE SHALL BE RETAINED AND DESIGNED BY A PROFESSIONAL.
5. ADU SHALL BE STAKED BY A PROFESSIONAL SURVEYOR TO INSURE ACCURACY OF FOUNDATION.

CONSTRUCTION NOTES:

1. RESTORE ASPHALT PAVEMENT ABOVE UTILITY TRENCHES IN ROW.
2. RESTORE THE CURB & GUTTER TO GVC STANDARDS. **REFER TO GRANTSVILLE DRAWINGS IN SHEET A03**
3. RESTORE THE PUBLIC SIDEWALK TO GVC STANDARDS. **REFER TO GRANTSVILLE DRAWINGS IN SHEET A03**
4. **REFER TO GRANTSVILLE CITY CONTRUCTION DETAILS ON SHEET A04 FOR PAVEMENT PATCHES, TRENCH BACKFILL, AND STORM & SEWER CONNECTIONS DETAILS.**

NOTIFY BLUE STAKES AT (800) 662-4111 OR [HTTP://WWW.BLUESTAKES.ORG](http://www.bluestakes.org) BEFORE CONSTRUCTION BEGINS.
ALL UTILITY TRENCHING MUST BE PER GRANTSVILLE CITY STANDARDS

LEGEND

PROPERTY LINE

WATER LINE

SEWER LINE

ELECTRIC LINE

UTILITIES FOR ADU
GAS - NOT USED

ELECTRIC - CONNECT ADU SUB-PANEL TO EXISTING SERVICE AS SHOWN

WATER - CONNECT ADU WATER SUPPLY TO NEW WATER METER LOCATION ON STREET PER GRANTSVILLE MUNICIPAL CODE 25.2.6

SEWER - CONNECT ADU SEWER TO STREET INCLUDE CLEAN-OUTS AS REQUIRED

UTILITY NOTES:

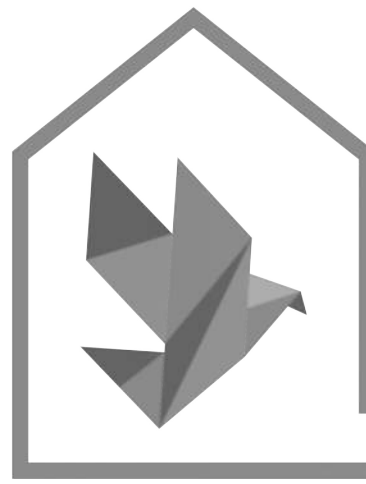
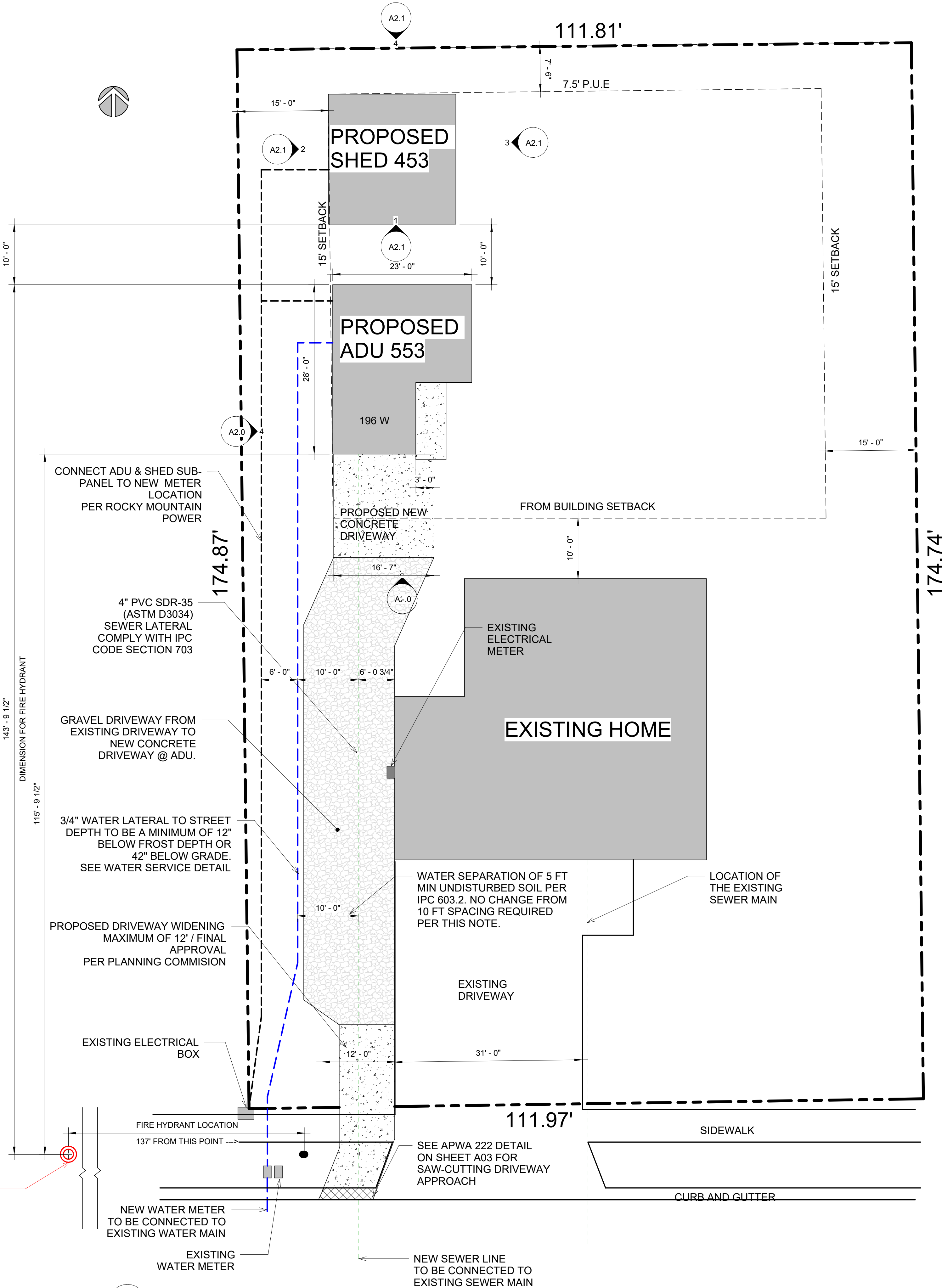
- DADUS ARE REQUIRED TO HAVE SEPARATE UTILITY METERS, ACCOUNTS, AS WELL AS WATER AND SEWER LATERALS TO THE DWELLING
- IF THE ELECTRIC SERVICE IS TO SHARE A TRENCH WITH OTHER UTILITIES, A SEPARATION OF 12 INCHES IS REQUIRED BETWEEN ELECTRIC AND WATER LINES AND A SEPARATION OF 24 INCHES IS REQUIRED BETWEEN SEWER AND ELECTRIC LINES.
- WATER AND SEWER TRENCHES ARE TO BE SPACED BY A MINIMUM OF 10 FEET OF UN-DISTURBED EARTH. **SEE NOTE IPC 603.2**

AREA COVERAGE

LOT AREA - 19,559 SF
EXISTING HOUSE FOOTPRINT- 2,170 SF
PROPOSED ADU FOOTPRINT - 553 SF
NEW PROPOSED SHED FOOTPRINT. - 453 SF
NEW COVERAGE ADDED- 1,006 SF

TOTAL COVERAGE 3,176 SF
TOTAL % COVERAGE 16.14 %

FIRE HYDRANT IS 291 FEET IN TOTAL AWAY FROM FRONT OF THE SHED & 253 FEET AWAY FROM FRONT OF ADU TURNING WEST ON COWDERY DRIVE



Nest Tiny Homes
4190 S Highland Drive, Ste 114
Millcreek, UT 84124
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DATE: 08/25/25
PROJECT #: 2004
DRAWN BY: FFG
CHECKED BY: FFG

PROJECT

BENNETT ADU

REVISIONS

194 Cowdery Dr
Grantsville,
UT 84029

ARCHITECTURAL

SITE PLAN

A0

A

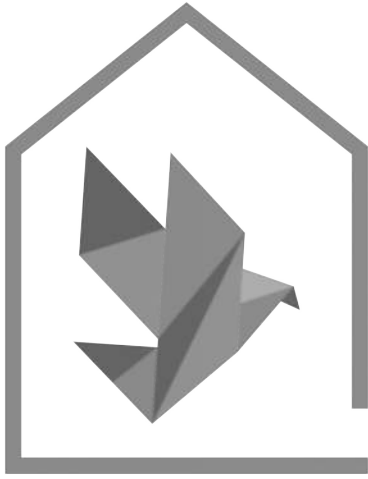
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CHAIN OF COMMUNICATION
• FIRST CONTACT: PUBLIC WORKS INSPECTOR (CP11)
• SECOND CONTACT: DEPUTY PUBLIC WORKS DIRECTOR; WHEN INSPECTOR IS NOT AVAILABLE.
• CC: PUBLIC WORKS DIRECTOR AND DEPUTY PUBLIC WORKS DIRECTOR.
PLEASE COMMUNICATE THROUGH EMAIL TO MAINTAIN A WRITTEN RECORD.
CONSTRUCTION STAKING
• SURVEYING & STAKING:
• STAKING MUST BE COMPLETE AS PROVIDED IN PLANS TO ENSURE ALIGNMENT OF UTILITIES.
GEOTECHNICAL
• COMPACTION GEO TECHNICIAN:
• DOES THE CONTRACTOR HAVE A COPY OF THE GEOTECHNICAL REPORT AND IS THE CONTRACTOR FAMILIAR WITH THE REQUIREMENTS?
• PROVIDE THE CITY INSPECTOR A COPY OF THE GEOTECHNICAL REPORT.
• A GEO-TECH WILL BE REQUIRED SHOULD THE CITY NEED ADDITIONAL INFORMATION ON EXCAVATIONS OR BACKFILLS.
CONSTRUCTION SUBMITTALS
• THE CONTRACTOR SHALL PROVIDE CONSTRUCTION SUBMITTALS FOR MATERIAL TO THE CITY FOR REVIEW FOR DESIGN CONFORMITY AND GENERAL CONFORMANCE TO GRANTSVILLE CITY STANDARDS AND THE CONTRACT DOCUMENTS PRIOR TO PURCHASE OF MATERIALS AND INSTALLATION. SUBMIT TO CITY INSPECTOR, CC: PUBLIC WORKS DIRECTOR AND DEPUTY PUBLIC WORKS DIRECTOR.
• REFER TO GRANTSVILLE CITY’S GENERAL NOTES FOR ADDITIONAL CONSTRUCTION SUBMITTAL REQUIREMENTS.
EMERGENCY SERVICES
• CLEAR AND INSTALL A SILT FENCE 5 FEET OUT AROUND LIVE FIRE HYDRANTS AND ELECTRICAL TRANSFORMERS.
THIS CLEAR SPACE MUST BE MAINTAINED FOR EMERGENCY SERVICES DURING CONSTRUCTION.
• INSTALL REQUIRED TEMPORARY SIGNAGE AT THE BEGINNING OF WORK ON THE SITE.
• PARK ONLY ON ONE SIDE OF ACCESS ROADS SO EMERGENCY ACCESS IS CLEAR.
• COORDINATE WITH FIRE CHIEF FOR HIS INSPECTIONS.
SEWER
• PIPE MATERIAL: PVC ASTM D-3034 SDR-35
• FOLLOW OSHA REQUIREMENTS FOR TRENCHING (4 FOOT VERTICAL WITH 1:1 SLOPING OR STEPPING OR USE TRENCH BOXES).
• SEWER LATERALS PER GRANTSVILLE CITY STANDARD DETAIL 4-31.
08/25/2025
• UTAH STATE REQUIREMENT OF 10-FOOT HORIZONTAL SEPARATION BETWEEN SEWER AND WATER LATERALS.
• 18 INCHES MINIMUM VERTICAL SEPARATION BETWEEN WATER AND SEWER.
• CRUSHED ROCK ¾ INCH IN PIPE ZONE (PEA GRAVEL IS NOT ALLOWED BY THE CITY).
• SEWER LATERALS - GRAVEL BEDDING TO BE EXTENDED TO DWELLING.
• NO NATIVE SOILS MAY BE USED ABOVE THE PIPE ZONE, A-1-A 3-INCH MINUS SOILS PER GRANTSVILLE CITY’S A-1-A SPECIFICATION ARE TO BE USED FOR TRENCH BACKFILL UNLESS A GEOTECHNICAL ENGINEERING COMPANY APPROVED BY THE CITY PUBLIC WORKS DIRECTOR OR THE CITY ENGINEER, VERIFIES THE SUITABILITY OF AN ALTERNATIVE MATERIAL. (SEE CITY GENERAL NOTES)
• OFFSET TEES FOR SEWER LATERALS; GASKET TYPE.
• COMPACTION REQUIREMENTS – 95 PERCENT IN ROW, 90 PERCENT OUT OF ROW (ASTM D-1557, MODIFIED PROCTOR).
• UNDERGROUND INSTALLATION OF GRAVITY-FLOW APPLICATIONS AS PER ASTM D-2321.
• ALL PRECAST MANHOLES TO BE PROVIDED WITH RUBBER BOOTS AND STAINLESS-STEEL BANDS AT PIPE PENETRATIONS.
• INTERIOR PIPE PENETRATIONS IN ALL SEWER MANHOLES SHALL BE GROUTED.
• TRACER WIRE EXTENDING FROM MAIN TO LATERAL STUB ON ALL LATERALS AND EXTENDED TO SURFACE AT STUB MARKER. INCLUDE AN EXTRA 30 FEET TO EXTEND ALONG THE SERVICE TO THE DWELLING.
• STAMP (WHEN WET) OR PIN (DO NOT GRIND) GUTTER BOTH AT THE LIP AND TOP OF CURB AN “S” AT ALL SERVICE LATERALS LOCATED AT EXACT CROSSING OF THE CURB (TWO PLACES FOR EACH SERVICE).
• EXTEND UTILITY LATERAL STUB MARKERS BEYOND THE 15-FOOT PU&DE (15 FEET BEHIND BACK OF WALK).
• STAMP ALL SANITARY SEWER CONCRETE COLLARS TO SPECIFY PIPE DIAMETER AND LINE TYPE PER GRANTSVILLE CITY STANDARD DETAIL 4-11.1
• END OF SEWER LATERALS SHALL BE PLUGGED.
TESTING:
• AIR TEST MANDATORY – CERTIFICATION REQUIRED.
• MANHOLE VACUUM TEST MANDATORY – CERTIFICATION REQUIRED.
• VIDEO INSPECTION AFTER FLUSHING MANDATORY – THE CITY DOES NOT NEED TO OBSERVE THE VIDEO INSPECTION. VIDEO RECORD TO BE PROVIDED FOR CITY REVIEW.
• PROVIDE THE CITY 48 HOURS’ NOTICE PRIOR TO TESTING.

CULINARY WATER
• PIPE MATERIAL: PVC C900 DR18
• USE BEDDING SAND FOR BACKFILL IN THE PIPE ZONE (SAND BEDDING MUST BE PREAPPROVED). REFER TO GRANTSVILLE CITY BEDDING SAND (CYCLONE SAND) MATERIAL SPECIFICATION. THE CITY CAN PROVIDE AN EXAMPLE.
• WATER LATERALS - SAND BEDDING SHALL BE EXTENDED TO THE DWELLING.
• NO NATIVE SOILS MAY BE USED ABOVE THE PIPE ZONE, A-1-A 3-INCH MINUS SOILS PER GRANTSVILLE CITY’S A-1-A SPECIFICATION ARE TO BE USED FOR TRENCH BACKFILL UNLESS A GEOTECHNICAL ENGINEERING COMPANY APPROVED BY THE CITY PUBLIC WORKS DIRECTOR OR THE CITY ENGINEER, VERIFIES THE SUITABILITY OF AN ALTERNATIVE MATERIAL. (SEE CITY GENERAL NOTES)
08/25/2025
• VALVES SHALL BE CLUSTERED IN INTERSECTIONS.
• 10-INCH VALVES OR SMALLER ARE TO BE GATE VALVES, 12 INCHES OR LARGER ARE TO BE BUTTERFLY VALVES.
• VALVES ARE TO BE LOCATED AT THE DEAD-END MAIN OF PHASE LINES TO ALLOW FOR FLUSHING, ISOLATION, AND CONTINUED SERVICE TO EXISTING CONNECTIONS WHEN FUTURE PHASES ARE CONSTRUCTED. BLOW OFFs ARE TO BE LOCATED IN THE GREEN SPACE.
• METER AND SERVICES SHALL BE ¾ INCH POLYETHYLENE CTS SDR 9 INSTALL SERVICE LATERALS AND METERS WITHIN 5 FEET OF LOT LINES (AS CLOSE TO LOT LINE AS PRACTICABLE), ONE ON EACH SIDE OF COMMON LOT LINE (ALTERNATE WITH SECONDARY WATER).
• USE 150# CORP STOPS.
• HOLE SAW SHALL BE USED FOR DRY PVC AND DUCTILE IRON PRESSURE PIPE WATER MAIN TAPPING FOR WATER SERVICES.
• DIRECT, SADDLE, AND SLEEVE PVC PRESSURE PIPE WATER MAIN WET TAPPING SHALL COMPLY WITH THE PVC PIPE ASSOCIATION, PVC PRESSURE PIPE TAPPING GUIDE AND DUCTILE IRON PIPE (DIP) WATER MAIN WET TAPPING SHALL COMPLY WITH THE DUCTILE IRON PIPE RESEARCH ASSOCIATION (DIPRA), INSTALLATION GUIDE FOR DUCTILE IRON PIPE, APPLICABLE ANSI AND AWWA STANDARDS SUCH AS THE LATEST EDITIONS OF ANSI/AWWA C800, INSTALLATION OF DUCTILE-IRON MAINS AND THEIR APPURTENANCES AND ANSI/AWWA C900, POLYVINYL CHLORINE (PVC) PRESSURE PIPE AND FABRICATED FITTINGS, 4 IN. THROUGH 60 IN. (100 MM THROUGH 1,500 MM) SHALL ALSO APPLY.
• 10-FOOT HORIZONTAL SEPARATION OF WATER AND SEWER LATERAL PER STATE REQUIREMENTS.
• 18-INCH MINIMUM VERTICAL SEPARATION BETWEEN WATER AND SEWER AND STORM DRAIN.
• 10-FOOT HORIZONTAL SEPARATION OF WATER AND STORMWATER.
• METER BARRELS SHALL BE 21 INCH DIAMETER WHITE CORRUGATED POLYETHYLENE.
• DEVELOPERS CANNOT SWING METER BOXES TO ACCOMMODATE THE DRIVEWAY. PLAN ACCORDINGLY.
• METER TO BE INSTALLED 18 INCHES TO 22 INCHES BELOW THE LID.
• PLACE SAND AROUND THE WATER SERVICE SETTER BASES AND ABOVE TO STABILIZE SETTER AND PROVIDE INSULATION. GRAVEL IS NOT ALLOWED.
• TAPPING SADDLES SHALL BE BRASS WITH DOUBLE STAINLESS STEEL OR BRASS STRAPS.
• USE DUAL CHECK AND HEAVY-DUTY ANGLE VALVES FOR ALL SERVICE SETTERS.
• INSTALL TRACER WIRE (ON THE PIPE) AND LOCATING TAPE ABOVE THE WATER MAIN.
• INSTALL TRACER WIRE FROM THE MAIN CONNECTION THROUGH THE METER PIT TO STUB MARKER WITH 30 FEET EXCESS TO EXTEND TO THE DWELLING.
• STAMP (WHEN WET) OR PIN (DO NOT GRIND) GUTTER BOTH AT THE LIP AND TOP OF CURB WITH A “W” AT ALL SERVICE LATERALS LOCATED AT EXACT CROSSING OF THE CURB TWO PLACES FOR EACH SERVICE.
• STAMP VALVE BOX CONCRETE COLLAR PER GRANTSVILLE CITY STANDARD DETAIL 6-43.
• THRUST BLOCKS NEED TO BE INSPECTED BY THE CITY PRIOR TO BACKFILL. SIZE BASED ON WATER PRESSURE AND PIPE SIZE.
• FIRE HYDRANTS SHALL BE INSTALLED 18 INCHES MINIMUM BACK OF CURB IN GREEN SPACE. BREAK AWAY MUST BE 4 INCHES ABOVE CURB OR MANUFACTURER’S SPECIFICATIONS.
• PAINT CURB RED 10 FEET EITHER DIRECTION OF THE FIRE HYDRANTS (20 FEET TOTAL).
• 5 FOOT HYDRANT MARKERS (WHIPS) SHALL BE INSTALLED ON ALL HYDRANTS.
TESTING:
• HYDROSTATIC PRESSURE TEST:
08/25/2025
• WATER MAIN WITHOUT TAPPING SADDLES - 200 PSI FOR A MINIMUM OF 2 HOURS.
• WATER MAIN WITH TAPPING SADDLES, CORPORATIONS, AND SERVICE LATERALS - 150 PSI FOR A MINIMUM OF 2 HOURS.
• THE WATER DISTRIBUTION SHALL BE TESTED IN ENTIRETY FROM MAIN LINE TO SETTER CONNECTIONS.
• INSPECTOR (CITY INSPECTOR) MUST BE PRESENT FOR THE ENTIRE DURATION OF THE TEST.
DISINFECTION:
• HYPOCHLORITE POWDER SHALL BE USED.
• CHLORINE RESIDUALS WILL BE TESTED BY THE CITY BEFORE FLUSHING.
• ONE SERIES OF BAC-T TESTING WILL BE PERFORMED BY THE CITY TO ACCEPT WATER LINES.
• DEVELOPER SHALL PAY FOR RETESTS IF NECESSARY.
• THE CITY WILL GRAB ALL SAMPLES INITIAL OR RETESTS.
• PER AWWA C651, BAC-T TESTING SHALL BE COMPLETED FOR EVERY 1,200 FEET OF NEW WATER MAIN, AT THE END OF THE LINE, AND AT EACH BRANCH. TWO CONSECUTIVE SAMPLE SETS SHALL BE COLLECTED AT THE FOREMENTIONED LOCATIONS AT LEAST 24 HOURS APART.
STORM WATER
PIPE MATERIAL:
• REINFORCED CONCRETE (RCP) OR HIGH PERFORMANCE STORM POLYPROPYLENE PIPE (HP STORM).
• INSTALLATION AND COMPACTION TO FOLLOW MANUFACTURER’S RECOMMENDATIONS.
• ALL CATCH BASIN BOXES INCLUDE A SUMP. FOR BOXES WITH SNOUTS THE SUMP DEPTH IS BASED UPON THE SNOUT MODEL MANUFACTURER’S RECOMMENDATION. FOR ALL OTHER CATCH BASINS THE DEPTH IS 12 INCHES BELOW THE FLOW LINE OF THE PIPES.
• ALL STORM DRAINS MUST BE VIDEO INSPECTED.
• STAMP ALL STORM DRAIN CONCRETE COLLARS TO SPECIFY PIPE DIAMETER AND LINE TYPE PER GRANTSVILLE CITY STANDARD DETAIL 4-11.1
FRANCHISE UTILITIES
• GAS: DOMINION ENERGY
• POWER: ROCKY MOUNTAIN POWER
• CABLE: COMCAST
• PHONE: CENTURY LINK
• STUBS SHALL BE INSTALLED FOR FRANCHISED UTILITIES. NEW STREETS AND CONCRETE WILL NOT BE CUT. IF STUBS ARE MISSED, ONLY BORING WILL BE ALLOWED.
SURFACE IMPROVEMENTS
PAVEMENT:
• ASPHALT PAVING IS ALLOWED WHEN TEMPERATURES ARE 50 DEGREES FAHRENHEIT AMBIENT AND RISING.
08/25/2025
• CITY STANDARD PAVEMENT SECTION IS 3 INCHES ASPHALT ON 6 INCHES UNTREATED BASE COURSE (UBC) ON 8 INCHES GRANULAR BORROW OR PER APPROVED DRAWINGS WHICHEVER IS GREATER.
• 58/28 PG MIX AT MAXIMUM, 15 PERCENT RAP ½ INCH GRANULATED MIX REQUIRED FOR PAVING.
• UNTREATED BASE COURSE TO MEET UDOT’S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 02721 LATEST EDITION.
• GRANULAR BORROW TO BE A-A-A 3-INCH MINUS SOILS PER GRANTSVILLE CITY’S A-1-A SPECIFICATION UNLESS A GEOTECHNICAL ENGINEERING COMPANY APPROVED BY THE CITY PUBLIC WORKS DIRECTOR OR CITY ENGINEER, VERIFIES THE SUITABILITY OF AN ALTERNATIVE MATERIAL. (SEE CITY GENERAL NOTES)
• ROAD BASE AND CROSS-SECTION PER APPROVED DRAWINGS.
• PROVIDE PROPER SIGNAGE PER UTAH MUTCD.
• PROVIDE STOPS BARS AT STOP SIGNS (RETROREFLECTIVE PAINT PER MUTCD STANDARD).
• USE GRANTSVILLE CITY STANDARD DETAIL 2-55 FOR PAVEMENT T-PATCH.

CONCRETE:
• 4,500 PSI CONCRETE FOR ALL SURFACE IMPROVEMENTS.
• SIDEWALK SECTION IS 6 INCHES PCC ON 6 INCHES ROAD BASE.
• ADA RIB COMPOSITE TILE (WITHOUT SCREWS) TRUNCATED DOME INSERTS SHALL BE YELLOW IN PEDESTRIAN RAMPS.
• TILE TO TOUCH CURB LINE (2-INCH MAX SETBACK) AND 5-FOOT WIDTH.
• AIR TEST EVERY 50 YARDS (5 PERCENT – 7 PERCENT). IF OUT OF SPEC, AIR TEST EVERY TRUCK LOAD.
• 3 CYLINDERS EVERY 50 YARDS.
EARTHWORK:
• PROVIDE COMPACTION AND SIEVE ANALYSIS ON ALL INITIAL PROCTORS AND NEW MATERIAL.
• COMPACTION TESTS EVERY 100 FEET OF PIPE TRENCH. VARY DEPTHS TO PROVIDE RESULTS THROUGHOUT THE STRATA.
• ROAD STRUCTURE SHALL BE TESTED EVERY 200 FEET – ALONG BOTH SHOULDERS AND CENTERLINE (95 PERCENT COMPACTION).
• PROOF ROLL TRENCHES, SUBGRADE, AND BASE TO BE INSPECTED BY CITY INSPECTOR.
• MINIMUM OF FOUR COMPACTION TESTS AROUND EACH MANHOLE AND CLEANOUT.
• COMPACT ALL FILL IN 8-INCH LIFTS.
TESTING AND QA/QC
• 48-HOUR NOTICE IS REQUIRED PRIOR TO ANY TESTING. MAKE SURE THE TEST IS SCHEDULED.
• INSPECTOR(S) REPRESENTING THE CITY MUST BE PRESENT FOR ALL TESTING INCLUDING THOSE PERFORMED BY AN INDEPENDENT AGENCY.
• PUBLIC WORKS HOURS ARE 7:00 AM TO 3:30 PM MONDAY THROUGH FRIDAY. IF DEEMED NECESSARY, THE CITY WILL WORK WITH CONTRACTOR WHEN WORKING OUTSIDE THESE HOURS. GIVE 48-HOUR NOTICE.
CONSTRUCTION WATER
• CONTRACTOR SHALL OBTAIN WATER FOR CONSTRUCTION FROM A CITY APPROVED FIRE HYDRANT USING A HYDRANT METER RENTED FROM THE CITY.
08/25/2025
• \$1600 REFUNDABLE DEPOSIT, \$35 ACCOUNT SET UP FEE, \$75 A MONTH RENTAL CHARGE, \$6 PER 1000 GALLONS FOR ALL WATER USED, \$50 BURIED METER FEE IF USAGE IS NOT REPORTED MONTHLY, \$1000 THEFT OF SERVICE AND \$50 TAMPERING FEE IF METER IS NOT USED.
• DO NOT DAMAGE THE METERS OR TAKE ANYTHING OFF THE METERS.
• CONTACT CITY HALL, UTILITIES DEPARTMENT 435-884-3411.
EROSION CONTROL / STORM WATER SYSTEM PROTECTION
• MINIMIZE POTENTIAL FOR OFF-SITE RUN-OFF.
• MINIMIZE DISTURBED AREAS.
• KEEP WORKING AREA WETTED TO MINIMIZE DUST.
• PROVIDE SILT FENCE TO PREVENT SEDIMENT TRANSPORT DOWNSTREAM.
• CONTAIN ALL SEDIMENT ON SITE. CLEAN ROADS OF SEDIMENT TRACKING.
• MAINTAIN BMPS AS PER SWPPP.
• SWPPP TO BE ON-SITE AT ALL TIMES.
• THE CITY WILL CHECK WITH THE CONTRACTOR AFTER AN EVENT.
• INSPECT AFTER RAINFALL AND OTHER EVENTS (WEATHER, AND CONSTRUCTION AROUND BMPS) THAT MAY AFFECT BMPS.
• MAKE SURE TO FOLLOW THE SWPPP AS SHOWN ON THE PLANS.
• PUT THE SWPPP SIGN ON SITE AND VISIBLE SO THE STATE CAN SEE IT ON A DRIVE BY.
• SHOW A COPY OF THE DUST MITIGATION PLAN THAT WAS SUBMITTED TO THE UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ).
CONSTRUCTION DEBRIS DISPOSAL
• MAINTAIN A WORK SITE THAT IS CLEAN AND PROPERLY DISPOSE OF DEBRIS AND TRASH.
• NO GARBAGE PITS ALLOWED.
• ESTABLISH OR RENT A SUITABLE WASHOUT AREA AND REMOVE ALL WASHOUT MATERIALS FROM THE SITE AT THE PROJECT’S CONCLUSION.
SITE SAFETY
• CONFORM TO OSHA STANDARDS.
• CLOSE TRENCHES AT NIGHT.
• SECURE OPEN TRENCHES AND PLUG LINES.
SECURITY
• SECURE CONSTRUCTION EQUIPMENT WHEN NOT IN USE. SECURITY IS THE RESPONSIBILITY OF THE DEVELOPER.
SANITATION
• CLEAN AND PROPERLY MAINTAINED PORTABLE RESTROOMS ON SITE AT ALL TIMES.
08/25/2025
HAZARDOUS MATERIAL STORAGE ON SITE
• IF THERE ARE HAZARDOUS MATERIALS ON SITE, MAKE SURE THE CITY HAS APPROVED IT AND THAT IT HAS SECONDARY CONTAINMENT. THE FIRE CHIEF NEEDS TO KNOW WHAT IS ON SITE, HOW IT IS SECURED, AND WHERE IT IS LOCATED.
SITE ACCESS
• AS SHOWN ON THE SWPPP DO NOT DEVIATE FROM IT.
CONSTRUCTION OBSERVATION
• CITY PERSONNEL WILL INSPECT REGULARLY AS NEEDED AND AT THE CITY’S DISCRETION.
CONSTRUCTION DRAWINGS
• PROVIDE CITY WITH ONE 24-INCH X 36 INCH AND TWO 11-INCH X 17 INCH FOR CONSTRUCTION PRINTS. (DON’T PRINT ANY PLANS UNTIL ALL CHANGES HAVE BEEN MADE AND YOU HAVE RECEIVED A COPY OF THE SIGNED PLANS FROM THE CITY.)
• KEEP AN ACCURATE SET OF AS-BUILTS.
• PROVIDE A COPY OF AS-BUILTS AT COMPLETION OF PROJECT PRIOR TO OCCUPANCY. (PRINTED 24-INCH X 36 INCH)
• CHANGES IN AS-BUILTS SHALL BE PREVIOUSLY APPROVED AND IN ENGINEERING FORMAT (NOT DRAWN IN).
• PROVIDE DIGITAL SET OF AS-BUILTS (PDF AND GIS FILES; GIS STANDARDS LISTED ON WEBSITE) FOR THE CITY PRIOR TO OCCUPANCY.
• IF THERE ARE QUESTIONS ABOUT THE PLANS AND CONDITIONS ON THE GROUND REQUEST THE DESIGN ENGINEER’S INTERPRETATION FIRST, AND BRING THAT INTERPRETATION TO THE CITY WHEN QUESTIONS COME UP. THE ONSITE INSPECTORS CANNOT MAKE APPROVALS TO CHANGES; OR DOCUMENT CHANGES.



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DATE:	08/25/25
PROJECT #:	2004
DRAWN BY:	FFG
CHECKED BY:	FG

PROJECT

BENNETT ADU

REVISIONS

ARCHITECTURAL

GRANTSVILLE CITY NOTES

A01

194 Cowdery Dr
Grantsville,
UT 84029

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CHAPTER 1 STANDARD NOTES
THE GRANTSVILLE CITY STANDARD NOTES ARE REQUIRED TO BE INCLUDED AS PART OF ALL CONSTRUCTION PLANS FOR RESIDENTIAL OR COMMERCIAL DEVELOPMENT. PLANS SUBMITTED BY PUBLIC OR PRIVATE ENTITIES FOR ALL OTHER TYPES OF PROJECTS WITHIN CITY RIGHT-OF-WAY, ITS EASEMENTS OR PROPERTY SHALL REFERENCE THE GRANTSVILLE CITY STANDARD NOTES AND SPECIFICATIONS.

1.1 GRANTSVILLE CITY GENERAL NOTES
1. ALL WORK DONE OR IMPROVEMENTS INSTALLED WITHIN GRANTSVILLE CITY INCLUDING BUT NOT LIMITED TO EXCAVATION, CONSTRUCTION, ROADWORK AND UTILITIES SHALL CONFORM TO THE GRANTSVILLE CITY CONSTRUCTION STANDARDS AND SPECIFICATIONS, CITY MUNICIPAL CODE, THE LATEST EDITION OF THE APWA MANUAL OF STANDARD SPECIFICATIONS AND MANUAL OF STANDARD PLANS, THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND ANY STATE OR FEDERAL REGULATIONS AND PERMIT REQUIREMENTS OF VARIOUS GOVERNING BODIES. THE CONTRACTOR IS RESPONSIBLE TO HAVE A COPY OF THESE SPECIFICATIONS AND TO KNOW AND CONFORM TO THE APPROPRIATE CODES, REGULATIONS, DRAWINGS, STANDARDS AND SPECIFICATIONS.

2. THE EXISTENCE AND LOCATION OF ANY OVERHEAD OR UNDERGROUND UTILITY LINES, PIPES, OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY RESEARCH OF THE AVAILABLE RECORDS. EXISTING UTILITIES ARE LOCATED ON PLANS ONLY FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR THE PROTECTION OF UTILITIES AND THE ENGINEER BEARS NO RESPONSIBILITY FOR UTILITIES NOT SHOWN ON THE PLANS OR NOT IN THE LOCATION SHOWN ON THE PLANS. THIS INCLUDES ALL SERVICE LATERALS OF ANY KIND. THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, LOCATE ALL UNDERGROUND AND OVERHEAD INTERFERENCES, WHICH MAY AFFECT HIS OPERATION DURING CONSTRUCTION AND SHALL TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE OF THE SAME. THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN WORKING NEAR OVERHEAD UTILITIES SO AS TO SAFELY PROTECT ALL PERSONNEL AND EQUIPMENT, AND SHALL BE RESPONSIBLE FOR ALL COST AND LIABILITY IN CONNECTION THEREWITH.

3. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES NECESSARY TO PROTECT EXISTING UTILITY LINES, STRUCTURES, SURVEY MONUMENTS AND STREET IMPROVEMENTS WHICH ARE TO REMAIN IN PLACE. FROM DAMAGE, AND ALL SUCH IMPROVEMENTS OR STRUCTURES DAMAGED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED OR REPLACED SATISFACTORY TO THE CITY ENGINEER AND OWNING UTILITY COMPANY AT THE EXPENSE OF THE CONTRACTOR.

4. ALL CONSTRUCTION SHALL BE AS SHOWN ON THESE PLANS. ANY REVISIONS SHALL HAVE THE PRIOR WRITTEN APPROVAL OF THE CITY ENGINEER AND PUBLIC WORKS DIRECTOR.

5. PERMITS ARE REQUIRED FOR ANY WORK IN THE PUBLIC WAY. THE CONTRACTOR SHALL SECURE ALL PERMITS AND INSPECTIONS REQUIRED FOR THIS CONSTRUCTION.

6. CURB, GUTTER, AND SIDEWALK, FOUND TO BE UNACCEPTABLE PER CITY STANDARDS AND APWA SHALL BE REMOVED AND REPLACED.

7. CONTRACTOR SHALL PROVIDE ALL NECESSARY HORIZONTAL AND VERTICAL TRANSITIONS BETWEEN NEW CONSTRUCTION AND EXISTING SURFACES TO PROVIDE FOR PROPER DRAINAGE AND FOR INGRESS AND EGRESS TO NEW CONSTRUCTION. THE EXTENT OF TRANSITIONS TO BE AS SHOWN ON PLANS.

8. ANY SURVEY MONUMENTS DISTURBED SHALL BE REPLACED AND ADJUSTED PER TOOELE COUNTY SURVEYORS REQUIREMENTS.

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9. ALL PRIVACY WALLS, NEW OR EXISTING, ARE ONLY SHOWN ON CIVIL PLANS FOR THE PURPOSE OF REVIEWING GRADING RELATIONSHIPS; FLOOD CONTROL AND SIGHT DISTANCE AT INTERSECTIONS. ALL WALLS SHALL HAVE A MINIMUM 2 FT X 2 FT X 30-INCH-DEEP SPOT FOOTINGS. BOTTOM OF ALL FOOTINGS ON ALL WALLS SHALL BE A MINIMUM OF 30 INCHES BELOW FINISHED GRADE. WALLS GREATER THAN 6 FEET REQUIRE A SEPARATE PERMIT AND INSPECTION BY THE BUILDING DEPARTMENT.

10. ALL CONSTRUCTION MATERIALS PER APWA MUST BE SUBMITTED AND APPROVED BY THE CITY ENGINEER PRIOR TO THE PLACEMENT OF ASPHALT WITHIN CITY RIGHT OF WAY. GRANTSVILLE PUBLIC WORKS WILL APPROVE PIPE ZONE MATERIAL TO BE PLACED.

11. REQUEST FOR INSPECTION BY THE GRANTSVILLE CITY ENGINEERING DEPT. SHALL BE MADE BY THE CONTRACTOR AT LEAST 48 HOURS BEFORE THE INSPECTION SERVICES WILL BE REQUIRED.

12. WORK IN PUBLIC WAY, ONCE BEGUN, SHALL BE PROSECUTED TO COMPLETION WITHOUT DELAY AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC. PLEASE SEE CODE 17 GENERAL PROVISIONS FOR MORE DETAILS.

13. THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONNECTION WITH CONSTRUCTION.

14. POWER POLES AND/OR OTHER EXISTING FACILITIES NOT IN PROPER LOCATION BASED ON PROPOSED IMPROVEMENTS SHOWN HEREON WILL BE RELOCATED AT NO EXPENSE TO THE GRANTSVILLE CITY. POWER LINES AND ALL OTHER AERIAL UTILITIES ARE TO BE BURIED AND POLES REMOVED AS DETERMINED BY THE CITY ENGINEER. IF ANY CORE IS LOCATED IN CONCRETE, OR IF A PORTION OF CONCRETE IS REMOVED, FLOW FILL TO SUBGRADE AND THE ENTIRE CONCRETE SECTION (FROM JOINT TO JOINT) MUST BE REPLACED.

15. CURB AND GUTTER WITH A GRADE OF LESS THAN FOUR-TENTHS OF ONE PERCENT SHALL BE CONSTRUCTED BY FORMING. EACH JOINT SHALL BE CHECKED FOR A GRADE PRIOR TO CONSTRUCTION AND WATER TESTED AS SOON AS POSSIBLE AFTER CONSTRUCTION.

16. CONTRACTOR TO FOLLOW GRANTSVILLE CITY NOISE ORDINANCE STANDARDS CODE ORDINANCE 2018-19

17. CONTRACTORS ARE RESPONSIBLE FOR ALL OSHA REQUIREMENTS ON THE PROJECT SITE.

18. A UPDES (UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT IS REQUIRED FOR ALL CONSTRUCTION ACTIVITIES AS PER STATE LAW AS WELL AS PROVIDING A STORM WATER POLLUTION PREVENTION PLAN TO THE CITY.

19. ALL CITY MAINTAINED UTILITIES INCLUDING; WATERLINE, FIRE HYDRANTS, STREETLIGHT WIRING, AND STORM DRAIN MUST BE IN PUBLIC RIGHT OF WAY OR IN RECORDED EASEMENTS.

20. CONTRACTOR SHALL WORK GRANTSVILLE CITY REGULAR WORKING HOURS OF MONDAY THROUGH FRIDAY 7:00 AM TO 4:00 PM

21. PRIOR TO 90% BOND RELEASE, A LEGIBLE AS-BUILT DRAWING MUST BE SUBMITTED TO THE GRANTSVILLE CITY. AS-BUILTS MUST SHOW ALL CHANGES AND ACTUAL FIELD LOCATIONS OF STORM DRAINAGE, WATERLINES, IRRIGATION, STREET LIGHTING, AND POWER. AS-BUILTS WILL BE HELD TO THE SAME STANDARD AS APPROVED DESIGN DRAWINGS. NO "REDLINED PLANS" ALLOWED. IN THE ABSENCE OF CHANGES, COPIES OF THE APPROVED DRAWINGS WILL BE REQUIRED STATING "INSTALLED AS PER DRAWINGS". AS-BUILT DRAWINGS FOR NEW DEVELOPMENTS SHALL BE SUBMITTED TO THE CITY IN THE FOLLOWING FORMATS AND QUANTITIES PRIOR TO THE 90% BOND RELEASE: 1 .DXF COPY, 1 .PDF COPY, AND 1 GIS SHAPE FILE CONTAINING THE SAME.

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22. FILTER FABRIC WRAPPED AROUND AN INLET GRATE IS NOT AN ACCEPTABLE INLET SEDIMENT BARRIER. SEE GRANTSVILLE CITY CONSTRUCTION STANDARDS AND SPECIFICATIONS FOR DETAILS OF APPROVED STORM WATER BMPS WHICH SPECIFICALLY STATES THE UTILIZATION OF AN OIL WATER SNOOT SEPARATOR.

23. ASPHALT PAVING IS NOT ALLOWED WITHOUT A WRITTEN EXCEPTION FROM THE ENGINEERING DEPARTMENT AND PUBLIC WORKS DEPARTMENT BELOW AN AMBIENT TEMPERATURE OF 50 DEGREES AND RISING.

24. TO ENSURE PROPER PLANTING, PROTECTION AND IRRIGATION OF TREES, MITIGATING RISK OF TREE FAILURE OR FUTURE DAMAGE TO INFRASTRUCTURE, CONTRACTORS ARE REQUIRED TO FOLLOW THE STANDARDS AND SPECIFICATIONS OF THE ISA – INTERNATIONAL SOCIETY OF ARBORICULTURE.

25. WHEN A PROPOSED DEVELOPMENT BORDERS A COLLECTOR, MINOR COLLECTOR OR ARTERIAL STREET AND IS REQUIRED TO CONSTRUCT COLLECTOR STREET FENCING ALONG THE BACK OF SIDEWALK, THE DEVELOPMENT SHALL ALSO BE REQUIRED PUT IN A CONCRETE MOW STRIP FROM THE BACK OF SIDEWALK TO UNDERNEATH THE FENCE PANELS. CONCRETE MOW STRIPS SHALL ALSO BE REQUIRED BETWEEN THE SIDEWALK AND FENCING ALONG THE REAR OF DOUBLE FRONTAGE LOTS.

26. CONCRETE FOR ALL SURFACE IMPROVEMENTS INCLUDING BUT NOT LIMITED TO; SIDEWALK, DRIVEWAY ENTRANCES, PEDESTRIAN RAMPS, CURB AND GUTTER, WATER WAYS, MANHOLE, VAULT AND VALVE COLLARS, AND ANY OTHER CAST IN PLACE SURFACE CONCRETE FEATURES SHALL BE CONSTRUCTED WITH MINIMUM 4,500 PSI CONCRETE.

27. CULINARY WATER AND SEWER SERVICE LATERALS SHALL BE MARKED ON THE TOP BACK OF CURB AND LIP OF CURB AT THEIR ACTUAL LOCATION OF CROSSING THE CURB AND GUTTER. PINS OR STAMPS SHALL BE USED AND MUST BE INSTALLED WHILE THE CONCRETE IS STILL WET AND WILL READILY ACCEPT THE MARKER. GRINDING MARKING DUE TO DRY CEMENT IS NOT ALLOWED.

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1.2 GRANTSVILLE CITY TRAFFIC NOTES
1. WHEN A DESIGNATED "SAFE ROUTE TO SCHOOL" IS ENCLOSED UPON BY A CONSTRUCTION WORK ZONE THE SAFE ROUTE SHALL BE MAINTAINED IN A MANNER ACCEPTABLE TO GRANTSVILLE CITY.

2. IF THE IMPROVEMENTS NECESSITATE THE OBLITERATION, TEMPORARY OBSTRUCTION, TEMPORARY REMOVAL OR RELOCATION OF ANY EXISTING TRAFFIC PAVEMENT MARKING, SUCH PAVEMENT MARKING SHALL BE RESTORED OR REPLACED WITH LIKE MATERIALS TO THE SATISFACTION OF THE CITY ENGINEER, PUBLIC WORKS DIRECTOR OR DESIGNEE.

3. THE STREET SIGN CONTRACTOR SHALL OBTAIN STREET NAMES AND BLOCK NUMBERING FROM THE PLANNING DEPARTMENT PRIOR TO CONSTRUCTION.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND INSTALLING ALL PERMANENT SIGNS SHOWN ON THE PLANS. STREET NAME SIGNS SHALL CONFORM IN THEIR ENTIRETY TO CURRENT CITY STANDARDS AND THE LATEST MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) MANUAL. ALL OTHER SIGNS SHALL BE STANDARD SIZE UNLESS OTHERWISE SPECIFIED ON THE PLANS. ALL SIGN POSTS SHALL BE INSTALLED IN ACCORDANCE WITH THE CURRENT CITY STANDARDS AND THE LATEST MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) MANUAL.

5. ALL PERMANENT TRAFFIC CONTROL DEVICES CALLED FOR HEREON SHALL BE IN PLACE AND IN FINAL POSITION PRIOR TO ALLOWING ANY PUBLIC TRAFFIC ONTO THE PORTIONS OF THE ROAD(S) BEING IMPROVED HEREUNDER, REGARDLESS OF THE STATUS OF COMPLETION OF PAVING OR OTHER OFF-SITE IMPROVEMENTS CALLED FOR PER APPROVED CONSTRUCTION DRAWINGS UNLESS APPROVED BY THE CITY ENGINEER & PUBLIC WORKS DIRECTOR.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING UTAH TRANSIT AUTHORITY (UTA) IF APPLICABLE, IF THE CONSTRUCTION INTERRUPTS OR RELOCATES A BUS STOP OR HAS AN ADVERSE EFFECT ON BUS SERVICE ON THAT STREET TO ARRANGE FOR TEMPORARY RELOCATION OF STOP.

7. BEFORE ANY WORK IS STARTED IN THE RIGHT-OF-WAY, THE CONTRACTOR SHALL INSTALL ALL ADVANCE WARNING SIGNS FOR THE CONSTRUCTION ZONE. THE CONTRACTOR SHALL INSTALL TEMPORARY STOP SIGNS AT ALL NEW STREET ENCROACHMENTS INTO EXISTING PUBLIC STREETS. ALL CONSTRUCTION SIGNING, BARRICADING, AND TRAFFIC DELINEATION SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) PER THE CURRENT EDITION ADOPTED BY UDOT AND BE APPROVED BY THE GRANTSVILLE CITY BEFORE CONSTRUCTION BEGINS. TRAFFIC CONTROL PLANS SHALL BE SUBMITTED AS PART OF THE ENGINEERING CONSTRUCTION PACKAGE AND APPROVED BY THE GRANTSVILLE CITY ENGINEER AND PUBLIC WORKS DIRECTOR.

8. ALL SIGNS LARGER THAN 36" X 36" OR 1296 SQUARE INCHES PER SIGN POLE SHALL BE MOUNTED ON A SLIP BASE SYSTEM PER UDOT STANDARD DRAWING SN 10B (DETAIL DRAWING ATTACHED TO STANDARD DRAWINGS) WITH A "Z" BAR BACKING. SIGNS OF THIS SIZE ARE NOT ALLOWED TO BE MOUNTED ON A YIELDING POLE.

9. SIGN COMPONENTS SUCH AS SHEETING, EC FILM, INKS, LETTERS AND BORDERS ARE ALL REQUIRED TO BE FROM THE SAME MANUFACTURER. ONLY EC FILM MAY BE USED TO ACHIEVE COLOR. VINYL EC FILM IS NOT ACCEPTED.

10. ALL NEW ROUNDABOUTS, CROSSWALKS, STOP BARS AND LEGENDS SHALL BE INSTALLED WITH PAINT AND GLASS BEAD.

11. PAVING ASPHALT BINDER GRADE SHALL BE PG 58-28 UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER. ASPHALT AGGREGATE SIZE SHALL BE ½ INCH FOR RESIDENTIAL AND COLLECTOR ROADS. NO MORE THAN 15% RAP (RECLAIMED ASPHALT PAVEMENT) BY WEIGHT WILL BE ALLOWED IN THE ASPHALT MIX DESIGN FOR THE PAVING OF PUBLIC AND PRIVATE STREETS. UP TO THE 15 PERCENT WILL BE ALLOWED WITH NO CHANGE IN THE SPECIFIC BINDER GRADE. THE ASPHALT MIX DESIGN SHALL HAVE NO MORE THAN 3¼ % AIR VOIDS.

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14. POTHOLING: ALL POTHOLES MUST BE SAW CUT SQUARE AND HAVE A MINIMUM SIZE OF 1 SQUARE FOOT OR REMOVE AND RETAIN ROUND CORE. WHEN REPAIRING A POTHOLE, SAND OR PEA GRAVEL MEETING GRANTSVILLE CITY STANDARD SHALL BE PLACED OVER THE EXPOSED UTILITY TO A DEPTH OF 6 INCHES. THE POTHOLE SHALL BE FILLED WITH FLOW FILL, AND THE ROUND CORE SHALL BE REPLACED IN THE FLOW FILL, WITH EPOXY SEAL APPLIED AROUND THE JOINT. FOR LARGER CUTS, FOLLOWING THE PEA GRAVEL WILL BE FLOWABLE FILL UP TO 1 INCH BELOW THE BOTTOM EDGE OF THE EXISTING ASPHALT. THE REMAINING PORTION OF THE HOLE SHALL BE FILLED WITH ASPHALT, WHICH WILL HAVE AN OVERALL THICKNESS OF THE EXISTING ASPHALT PLUS 1 INCH.

15. ALL FILL WITHIN THE PUBLIC RIGHT OF WAY SHALL BE A-1-A 3-INCH MINUS, UNLESS APPROVED BY THE CITY PUBLIC WORKS DIRECTOR OR THE CITY ENGINEER. WITH THE EXCEPTION OF TOP SOIL IN THE PARK STRIP FOR LANDSCAPING AND TRENCH BACKFILL. TRENCH BACKFILL MATERIAL UNDER PAVEMENTS OR SURFACE IMPROVEMENTS SHALL BE CLEAN, NONCLUMPING, GRANULAR AND FLOWABLE. 3-INCH MINUS, A-1-A SOILS ACCORDING TO AASHTO 145 SOIL CLASSIFICATION SYSTEM, UNLESS APPROVED BY THE CITY PUBLIC WORKS DIRECTOR OR THE CITY ENGINEER. LIME TREATED FLOWABLE FILLS, IF APPROVED, SHALL HAVE A 28-DAY STRENGTH OF 65 PSI. IF THE DEVELOPER CHOOSES TO UTILIZE MATERIAL OTHER THAN A-1-A 3-INCH MINUS FOR TRENCH BACK FILL, THEN A CITY APPROVED GEOTECHNICAL ENGINEER COMPANY IS REQUIRED TO APPROVE THE MATERIAL IS SUITABLE FOR FILL. ANY FILL MATERIAL USED SHALL BE 3 INCH MINUS MATERIAL. THE DEVELOPER IS REQUIRED TO PAY THE CITY'S CONTRACTED INDEPENDENT GEOTECHNICAL ENGINEERING COMPANY PER THE CITY FEE SCHEDULE AND TO BE ON SITE AT ALL TIMES DURING FILL PLACEMENT, COMPACTION, AND TESTING. IF THE FILL BEING USED ON THE PROJECT DOES NOT MEET A-1-A STANDARDS OR IS NOT THE SAME MATERIAL THE CONTRACTED GEOTECHNICAL ENGINEER APPROVED FOR THE PROJECT THEN THE CITY INSPECTOR CAN SHUT DOWN THE PROJECT WITH A STOP WORK ORDER. WORK SHALL NOT RESUME UNTIL UNSUITABLE FILL MATERIAL HAS BEEN REMOVED AND REPLACED BY THE DEVELOPER'S CONTRACTOR AT THE DEVELOPER'S EXPENSE. IF THE INDEPENDENT GEOTECHNICAL ENGINEERING COMPANY OBSERVING THE FILL PLACEMENT, COMPACTION, AND TESTING IS NOT ON SITE THEN THE CITY INSPECTOR CAN SHUT DOWN THE PROJECT WITH A STOP WORK ORDER. WORK SHALL NOT RESUME UNTIL THE INDEPENDENT GEOTECHNICAL ENGINEERING COMPANY OBSERVING FILL PLACEMENT, COMPACTION, AND TESTING IS ON SITE.

16. ALL TRAFFIC ROAD CLOSURES INVOLVING 1 OR MORE LANES OF TRAFFIC MUST RECEIVE PRIOR APPROVAL FROM THE CITY ENGINEER, PUBLIC WORKS DIRECTOR OR HIS/HER REPRESENTATIVE. VMS PCMS BOARDS MUST BE PLACED A MINIMUM OF 7 DAYS IN ADVANCE OF ANY LANE CLOSURE ON COLLECTOR, MINOR COLLECTOR OR ARTERIAL STREET. VMS PCMS BOARDS MUST ALSO BE PLACED IN ADVANCE OF ANY LANE CLOSURES ON A SUBDIVISION STREET PER THE CITY ENGINEER'S DIRECTION.

17. ROUNDABOUTS, INCLUDING THEIR INGRESS AND EGRESS, SHALL BE CONSTRUCTED WITH CONCRETE PAVEMENT. ENGINEER SHALL DESIGN CROSS SECTION AND SUBMIT TO THE CITY FOR REVIEW AND APPROVAL.

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1.3 GRANTSVILLE CITY GRADING NOTES
1. IN THE EVENT THAT ANY UNFORESEEN CONDITIONS NOT COVERED BY THESE NOTES ARE ENCOUNTERED DURING GRADING OPERATIONS, THE OWNER AND CITY ENGINEER SHALL BE IMMEDIATELY NOTIFIED FOR DIRECTION.

2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM ALL NECESSARY CUTS AND FILLS WITHIN THE LIMITS OF THIS PROJECT AND THE RELATED OFF-SITE WORK, SO AS TO GENERATE THE DESIRED SUBGRADE, FINISH GRADES AND SLOPES SHOWN.

3. CONTRACTOR SHALL TAKE FULL RESPONSIBILITY FOR ALL EXCAVATION. ADEQUATE SHORING SHALL BE DESIGNED AND PROVIDED BY THE CONTRACTOR TO PREVENT UNDERMINING OF ANY ADJACENT FEATURES OR FACILITIES AND/OR CAVING OF THE EXCAVATION.

4. THE CONTRACTOR IS WARNED THAT AN EARTHWORK BALANCE WAS NOT NECESSARILY THE INTENT OF THIS PROJECT. ANY ADDITIONAL MATERIAL REQUIRED OR LEFTOVER MATERIAL FOLLOWING EARTHWORK OPERATIONS BECOMES THE RESPONSIBILITY OF THE CONTRACTOR.

5. CONTRACTOR SHALL GRADE THE PAVEMENT AREA SUBGRADE TO THE LINES (HORIZONTAL) AND ELEVATIONS (VERTICAL) SHOWN ON THE PLANS WITHIN A TOLERANCE OF 0.1' + TO 0.1' -.

6. ALL CUT AND FILL SLOPES SHALL BE PROTECTED UNTIL EFFECTIVE EROSION CONTROL HAS BEEN ESTABLISHED.

7. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR CONSTRUCTION WATER FROM GRANTSVILLE CITY ENGINEERING AND UTILITIES DEPARTMENT.

8. THE CONTRACTOR SHALL MAINTAIN THE STREETS, SIDEWALKS AND ALL OTHER PUBLIC RIGHT-OF-WAY IN A CLEAN, SAFE AND USABLE CONDITION. ALL SPILLS OF SOIL, ROCK OR CONSTRUCTION DEBRIS SHALL BE PROMPTLY REMOVED FROM THE PUBLICLY OWNED PROPERTY DURING CONSTRUCTION AND UPON COMPLETION OF THE PROJECT. ALL ADJACENT PROPERTY, PRIVATE OR PUBLIC SHALL BE MAINTAINED IN A CLEAN, SAFE AND USABLE CONDITION.

9. IN THE EVENT THAT ANY TEMPORARY CONSTRUCTION ITEM IS REQUIRED THAT IS NOT SHOWN ON THESE DRAWINGS, THE DEVELOPER AGREES TO PROVIDE AND INSTALL SUCH ITEM AT HIS OWN EXPENSE AND AT THE DIRECTION OF THE CITY ENGINEER. TEMPORARY CONSTRUCTION INCLUDES DITCHES, BERMS, ROAD SIGNS AND BARRICADES, ETC.

10. ALL GRADING WORK SHALL CONFORM TO THE SOILS REPORT AS PREPARED BY THE SOILS ENGINEER AND APPROVED BY THE CITY ENGINEER, AND AS SHOWN ON THESE PLANS.

11. ALL QUALITY CONTROL TESTING SHALL BE PERFORMED BY AN INDEPENDENT LICENSED AND CERTIFIED THIRD-PARTY TESTING SERVICE.

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1.5 GRANTSVILLE CITY FIRE DEPARTMENT NOTES
1. ON ANY NEW HOME OR BUILDING INSTALLATION, ACCESSIBLE FIRE HYDRANTS SHALL BE INSTALLED BEFORE COMBUSTIBLE CONSTRUCTION COMMENCES AND SAID FIRE HYDRANTS SHALL BE IN GOOD WORKING ORDER WITH AN ADEQUATE WATER SUPPLY.

2. CONTRACTOR SHALL CALL THE PUBLIC WORKS DEPARTMENT AND ENGINEERING DEPARTMENT FOR UNDERGROUND INSPECTION, PRESSURE AND FLUSH VERIFICATION OF ALL FIRE HYDRANTS AND FIRE LINES BEFORE BACK FILLING.

3. PAINTING OF THE CURBS AND HYDRANT AND ANY WORK NECESSARY FOR PROTECTION OF HYDRANTS FROM PHYSICAL DAMAGE SHALL BE APPROVED BEFORE BEING CONSTRUCTED. HYDRA-FINDERS WILL BE INSTALLED PER GRANTSVILLE CITY STANDARDS DETAIL.

4. A FLOW TEST MUST BE WITNESSED BY THE FIRE DEPARTMENT PRIOR TO OCCUPANCY FOR VERIFICATION OF REQUIRED ON-SITE WATER SUPPLY.

5. ALL ON-SITE FIRE MAIN MATERIALS MUST BE U.L. LISTED AND A.W.W.A. APPROVED.

6. THE TURNING RADIUS FOR ANY FIRE APPARATUS ACCESS ROAD AND/OR FIRE LANE, PUBLIC OR PRIVATE, SHALL BE NOT LESS THAN FORTY-EIGHT FEET (48') OUTSIDE RADIUS EQUALING 96' OR LARGER AND TWENTY-TWO FEET (22') INSIDE RADIUS AND SHALL BE PAVED.

7. A FIRE APPARATUS ROAD SHALL BE REQUIRED WHEN ANY PORTION OF AN EXTERIOR WALL OF THE FIRST STORY IS LOCATED MORE THAN ONE-HUNDRED FIFTY FEET (150') FROM FIRE DEPARTMENT VEHICLE ACCESS ROADS AND/OR FIRE LANES, PUBLIC OR PRIVATE, IN EXCESS OF ONE HUNDRED FIFTY FEET (150') IN LENGTH SHALL BE PROVIDED WITH AN APPROVED TURN AROUND AREA. CONTRACTOR/ENGINEER SHALL FOLLOW LATEST INTERNATIONAL FIRE CODE REGULATIONS AT ALL TIMES IN REGARDS TO DISTANCE.

8. ACCESS ROADS SHALL BE MARKED BY PLACING APPROVED SIGNS AT THE START OF THE DESIGNATED FIRE LANE. ONE SIGN AT THE END OF THE FIRE LANE AND WIDTH SIGNS AT INTERVALS OF ONE-HUNDRED FEET (100') ALONG ALL DESIGNATED FIRE LANES. SIGNS TO BE PLACED ON BOTH SIDES OF AN ACCESS ROADWAY IF NEEDED TO PREVENT PARKING ON EITHER SIDE. SIGNS SHALL BE INSTALLED AT LEAST 5' MEASURED FROM THE BOTTOM EDGE OF THE SIGN TO THE NEAR EDGE OF PAVEMENT. WHERE PARKING OR PEDESTRIAN MOVEMENTS OCCUR, THE CLEARANCE TO THE BOTTOM OF THE SIGN SHALL BE AT LEAST 7'. THE CURB ALONG OR ON THE PAVEMENT OR CEMENT IF CURB IS NOT PRESENT, SHALL BE PAINTED WITH RED WEATHER RESISTANT PAINT IN ADDITION TO THE SIGNS.

9. ELECTRICALLY CONTROLLED ACCESS GATES SHALL BE PROVIDED WITH AN APPROVED EMERGENCY VEHICLE DETECTOR/RECEIVER SYSTEM. SAID SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE GRANTSVILLE CITY F.D. APPROVAL. GATES ARE ONLY ALLOWED WITH PRIOR APPROVAL.

10. ALL PRIVATE UNDERGROUND FIRE LINES THAT SERVICE AUTOMATIC FIRE SPRINKLER SYSTEMS SHALL BE NO SMALLER THAN EIGHT (8) INCHES IN DIAMETER AND HAVE A POST INDICATOR VALVE (PIV) BETWEEN THE WATER MAIN AND THE BUILDING. IF A PIV ISN'T FEASIBLE DUE TO SITE CONSTRAINTS, A WATER INDICATOR VALVE (WIV) MAY BE USED WITH THE APPROVAL OF THE CITY ENGINEER OR FIRE CODE OFFICIAL. FOR A WIV TO BE ALLOWED, ANOTHER VALVE MUST BE INSTALLED ON THE FIRE SERVICE LINE BACK AT THE CONNECTION TO THE WATER MAIN, WHICH WILL BE MAINTAINED BY THE CITY AS PART OF ITS CULINARY WATER SYSTEM. ALL FIRE LINES MATERIAL SHALL BE DUCTILE IRON. DUCTILE IRON FROM THE PIV TO THE BUILDING SHALL BE PERMITTED OR DUCTILE IRON FROM THE MAIN WATER LINE TO THE WIV).

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11. POST INDICATOR VALVES (PIV) SHALL BE BETWEEN 6 AND 40 FEET FROM BUILDINGS NOT EXCEEDING THREE STORIES OR EQUIVALENT IN HEIGHT AND BETWEEN 30 AND 40 FEET ON BUILDINGS IN EXCESS OF THREE OR MORE STORIES IN HEIGHT OR EQUIVALENT.

12. ROADS AND ACCESSES SHALL BE DESIGNED AND MAINTAINED TO SUPPORT THE IMPOSED LOADS OF FIRE APPARATUS. SURFACE SHALL BE PAVED BEFORE THE APPLICATION OF COMBUSTIBLE MATERIAL.

13. ALL NEW BUILDINGS EQUIPPED WITH A FIRE DEPARTMENT CONNECTION (FDC) MUST HAVE INLETS SECURED WITH KNOX BRAND LOCKING FDC CAP(S) WITH A SWIVEL COLLAR. ALL NEW BUILDINGS ARE ALSO REQUIRED TO HAVE A KNOX BRAND KEY LOCK BOX MOUNTED ON THE EXTERIOR BUILDING, SUCH THAT FIRE DEPARTMENT PERSONNEL MAY GAIN ACCESS IN CASE OF AN EMERGENCY.

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1.6 GRANTSVILLE CITY WATER NOTES
1. THE FOLLOWING GRANTSVILLE CITY WATER NOTES ARE INTENDED FOR GENERAL WATER STANDARDS ONLY AND ARE NOT ALL INCLUSIVE. THE CITY HAS INCLUDED THE CULINARY WATER DESIGN AND CONSTRUCTION STANDARDS WITHIN THE CITY CONSTRUCTION STANDARDS AND SPECIFICATIONS.

2. NO WORK SHALL BEGIN UNTIL THE WATER PLANS HAVE BEEN RELEASED FOR CONSTRUCTION BY THE ENGINEERING DEPARTMENT. FOLLOWING WATER PLAN APPROVAL, FORTY-EIGHT (48) HOUR NOTICE SHALL BE GIVEN TO THE ENGINEERING DEPARTMENT AND THE PUBLIC WORKS DEPARTMENT PRIOR TO THE START OF CONSTRUCTION. NOTICE MUST BE GIVEN BY 2:00 P.M. THE BUSINESS DAY PRIOR TO AN INSPECTION.

3. ALL WORK WITHIN GRANTSVILLE CITY SHALL CONFORM TO GRANTSVILLE CITY STANDARDS AND SPECIFICATIONS, AWWA AND APWA.

4. FOR RESIDENTIAL DEVELOPMENTS - THE DEVELOPER SHALL PURCHASE AND INSTALL METER BOXES AND SETTERS AND/OR CAN SHUT DOWN THE CITY STANDARDS ON NEWLY DEVELOPED LOTS AND REAL PROPERTY AT THE TIME OF WATER MAIN INSTALLATION. WATER METERS WILL BE SUPPLIED AND INSTALLED BY THE GRANTSVILLE UTILITIES DEPARTMENT (AT DEVELOPER'S EXPENSE). THE DEVELOPER SHALL ALSO PROVIDE THE SITE ADDRESS, LOT NUMBER, METER SIZE AND PAY METER FEES PRIOR TO BUILDING PERMIT APPROVAL. THE DEVELOPER SHOULD ALSO PAY FOR RENTAL OF A HYDRANT METER, AND/OR USE THE GRANTSVILLE CITY PUBLIC WATER STANDPIPE LOCATED BY THE PUBLIC WORKS BUILDING.

5. FOR COMMERCIAL AND CONDOMINIUM DEVELOPMENTS - THE DEVELOPER SHALL PURCHASE AND INSTALL METER BOXES AND SETTERS ACCORDING TO CITY STANDARDS. WATER METERS WILL BE SUPPLIED BY GRANTSVILLE CITY PUBLIC WORKS DEPARTMENT (AT DEVELOPER'S EXPENSE) AND INSTALLED BY DEVELOPER.

6. ALL WATER FACILITIES SHALL BE FILLED, DISINFECTED, PRESSURE TESTED, FLUSHED, FILLED AND A SERIES OF BAC-T TESTING PERFORMED BY THE CITY SHALL BE OBTAINED PRIOR TO COMMISSIONING THE NEW WATER LINE TO THE GRANTSVILLE CITY CULINARY WATER DISTRIBUTION SYSTEM.

7. GRANTSVILLE CITY UTILITIES DEPARTMENT MUST APPROVE WATER SHUT DOWN WHICH MAY REQUIRE EVENING AND WEEKEND SHUT DOWN AS DEEMED NECESSARY, REQUIRING THE CONTRACTOR TO BE BILLED FOR OVERTIME. 48 HOUR NOTICE IS REQUIRED.

8. WATER STUB-OUT INSTALLATIONS WILL NOT BE CONSTRUED AS A COMMITMENT FOR WATER SERVICE.

9. CONDITIONAL APPROVAL OF VALVED OUTLET (6" AND LARGER): IN THE EVENT THE WATER PLANS SHOW ONE OR MORE VALVED OUTLETS EXTENDING OUT OF PAVED AREAS, INSTALLATIONS OF THESE OUTLETS IS ACCEPTABLE, HOWEVER, IF THE OUTLETS ARE INCORRECTLY LOCATED OR NOT USED FOR ANY REASON WHEN THE PROPERTY IS DEVELOPED, THE DEVELOPER SHALL ABANDON THE OUTLETS AT THE CONNECTION TO THE ACTIVE MAIN IN ACCORDANCE WITH THE CITY STANDARDS AND AT THE DEVELOPER'S EXPENSE.

10. ALL LINES TO BE PRESSURE TESTED ACCORDING TO GRANTSVILLE CITY AND AWWA STANDARDS AND CHLORINATED PRIOR TO USE AND FINAL ACCEPTANCE.

11. ALL FITTINGS TO BE COATED WITH POLY FM GREASE AND WRAPPED WITH 8-MIL THICK POLYETHYLENE.

12. NO OTHER UTILITY LINES MAY BE PLACED IN THE SAME TRENCH WITH WATER LINE UNLESS APPROVED BY THE CITY ENGINEER.

REVISION 12/24/2024

13. ANY CONFLICT WITH EXISTING UTILITIES SHALL BE IMMEDIATELY CALLED TO THE ATTENTION OF THE CITY ENGINEER OR DESIGNEE.

14. ALL WATER VAULTS WILL BE CONSTRUCTED PER GRANTSVILLE CITY STANDARD DRAWINGS AND SPECIFICATIONS. NO VAULTS ARE ALLOWED IN TRAFFIC AREAS WITHOUT PRIOR APPROVAL OF THE CITY ENGINEER.

15. LANDSCAPING AND IRRIGATION ADJACENT TO VAULTS SHALL DRAIN AWAY FROM VAULTS.

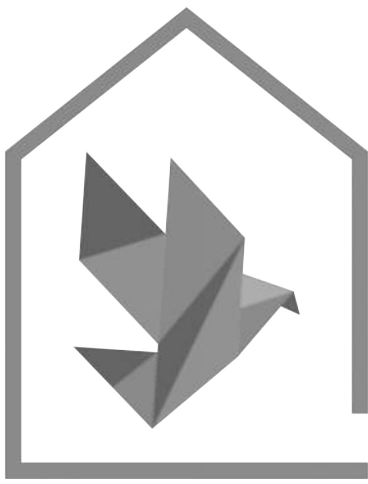
16. ONCE THE WATERLINE HAS BEEN TESTED, APPROVED AND CITY WATER IS FLOWING THROUGH THE PIPE, ONLY CITY PERSONNEL ARE AUTHORIZED TO SHUT DOWN AND CHARGE THE WATERLINE.

17. MEGALUG FOLLOWING RING OR AN APPROVED EQUIVALENT SHALL BE USED ON ALL FITTINGS.

18. APWA PLAN 562, STAINLESS STEEL TIE-DOWN RESTRAINTS WITH TURNBUCKLES OR 5/8" EPOXY GREEN REBAR IS ACCEPTABLE. MEGALUG FOLLOWERS REQUIRED ON ALL FITTINGS AND ALL DIMENSIONS OF THRUST BLOCKING STILL APPLY.

19. WATER MAINS WILL BE HOT TAPPED AS CALLED OUT ON THE APPROVED PLANS. UNDER SPECIAL CIRCUMSTANCES, WHEN A CONTRACTOR SUBMITS A REQUEST FOR A SHUTDOWN CONTRARY TO THE APPROVED PLANS AND THE REQUEST IS APPROVED AT THE DISCRETION OF THE CITY ENGINEER OR DESIGNEE, THE CONTRACTOR MUST PROVIDE 48-HOUR NOTICE TO NEIGHBORS AND THOSE AFFECTED. IF BUSINESSES ARE IMPACTED BY THE SHUTDOWN IT WILL BE DONE AFTER HOURS AND ALL OVERTIME FEES FOR CITY PERSONNEL, EQUIPMENT AND VEHICLES MUST BE PAID IN ADVANCE.

20. CONTRACTORS ARE REQUIRED TO WRITE THE LOT NUMBER WITH A BLACK PERMANENT MARKER ON THE INSIDE OF THE WATER METER BARRELS AS THEY ARE INSTALLED.



Nest Tiny Homes
4190 S Highland Drive, Ste 114
Millcreek, UT 84124
felix.guzman@nest-tinyhomes.com

DATE: 08/25/25
PROJECT #: 2004
DRAWN BY: FFG
CHECKED BY: FG

PROJECT

BENNETT ADU

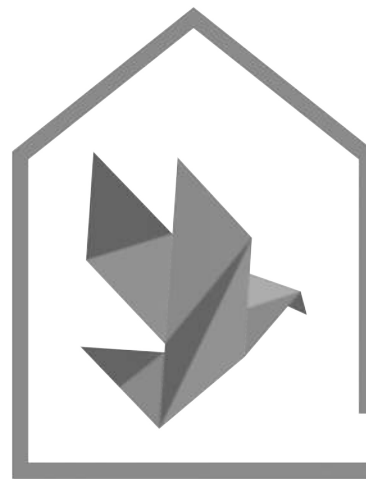
REVISIONS

194 Cowdery Dr
Grantsville,
UT 84029

ARCHITECTURAL

GRANTSVILLE CITY
NOTES (CONT.)

A02



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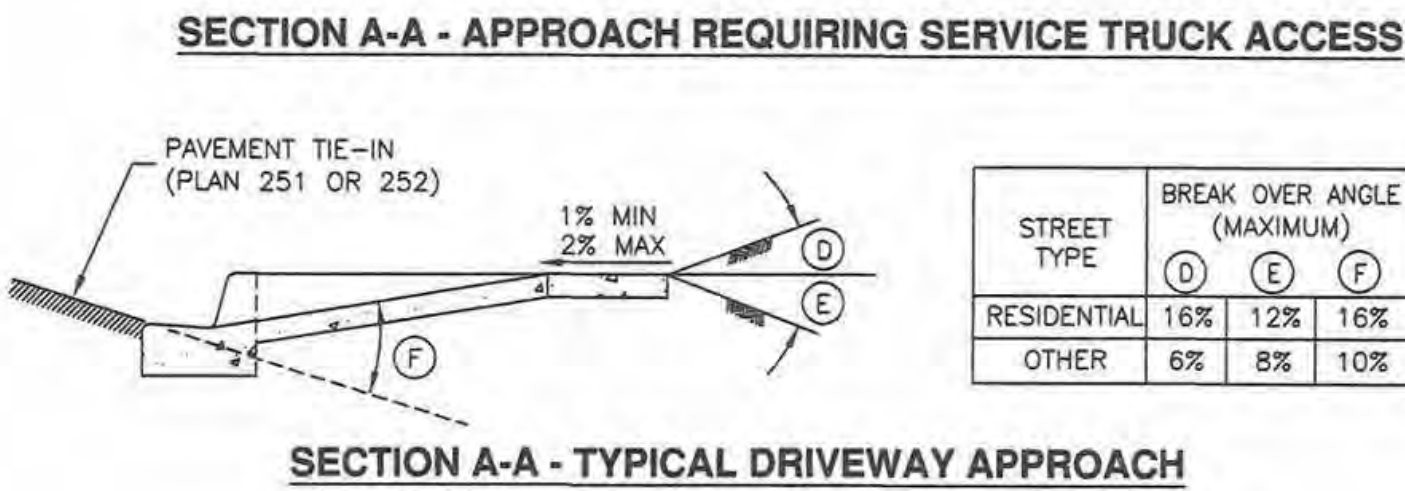
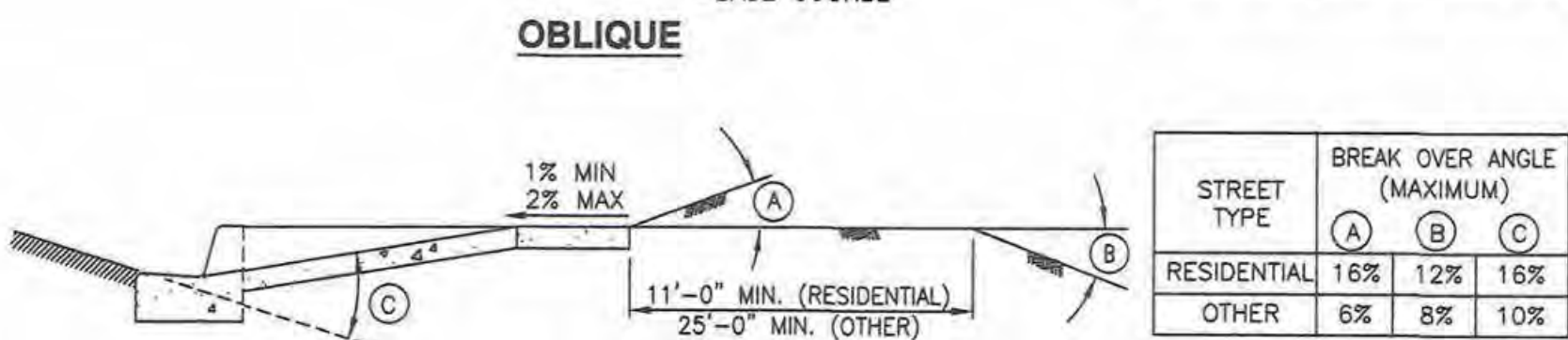
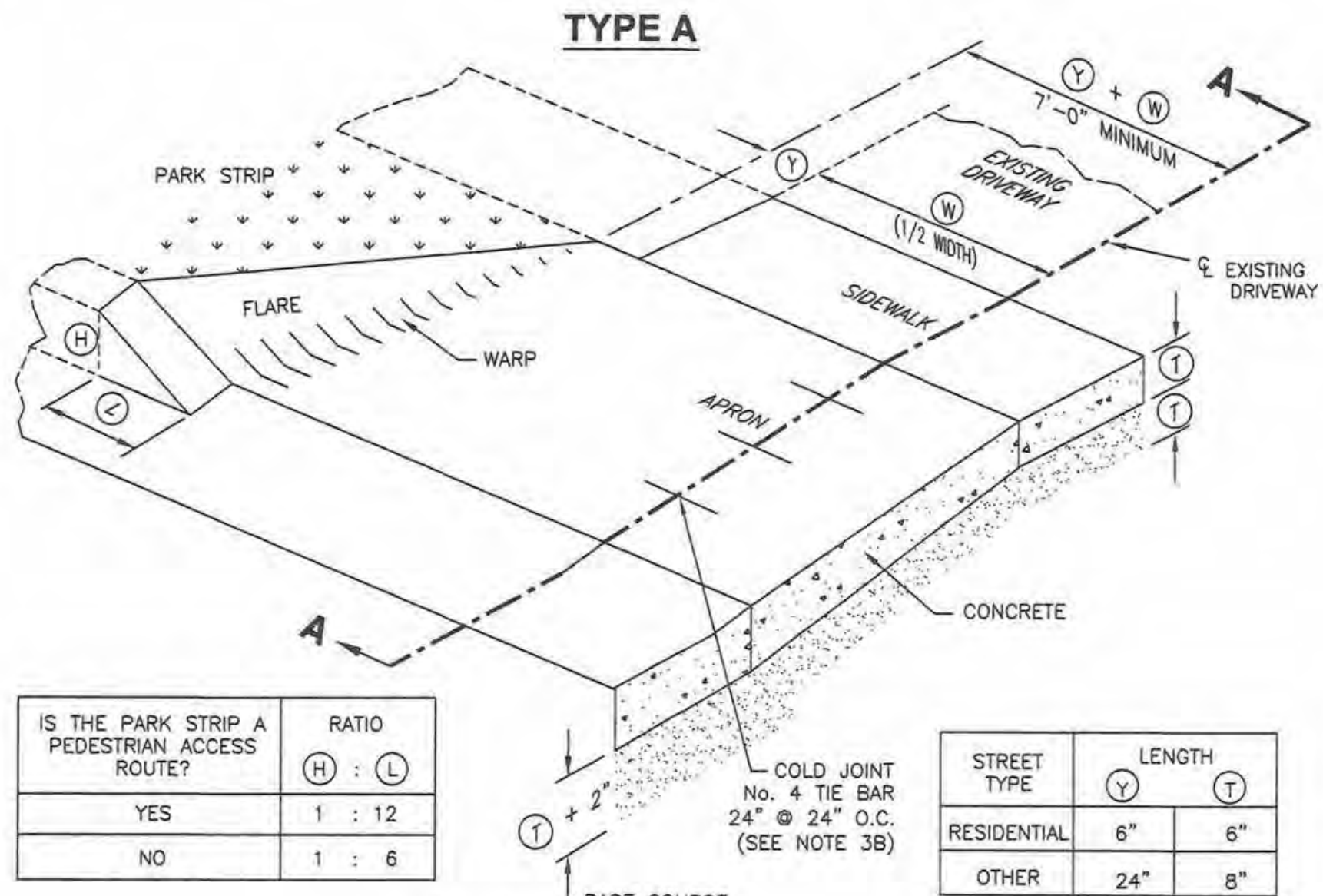
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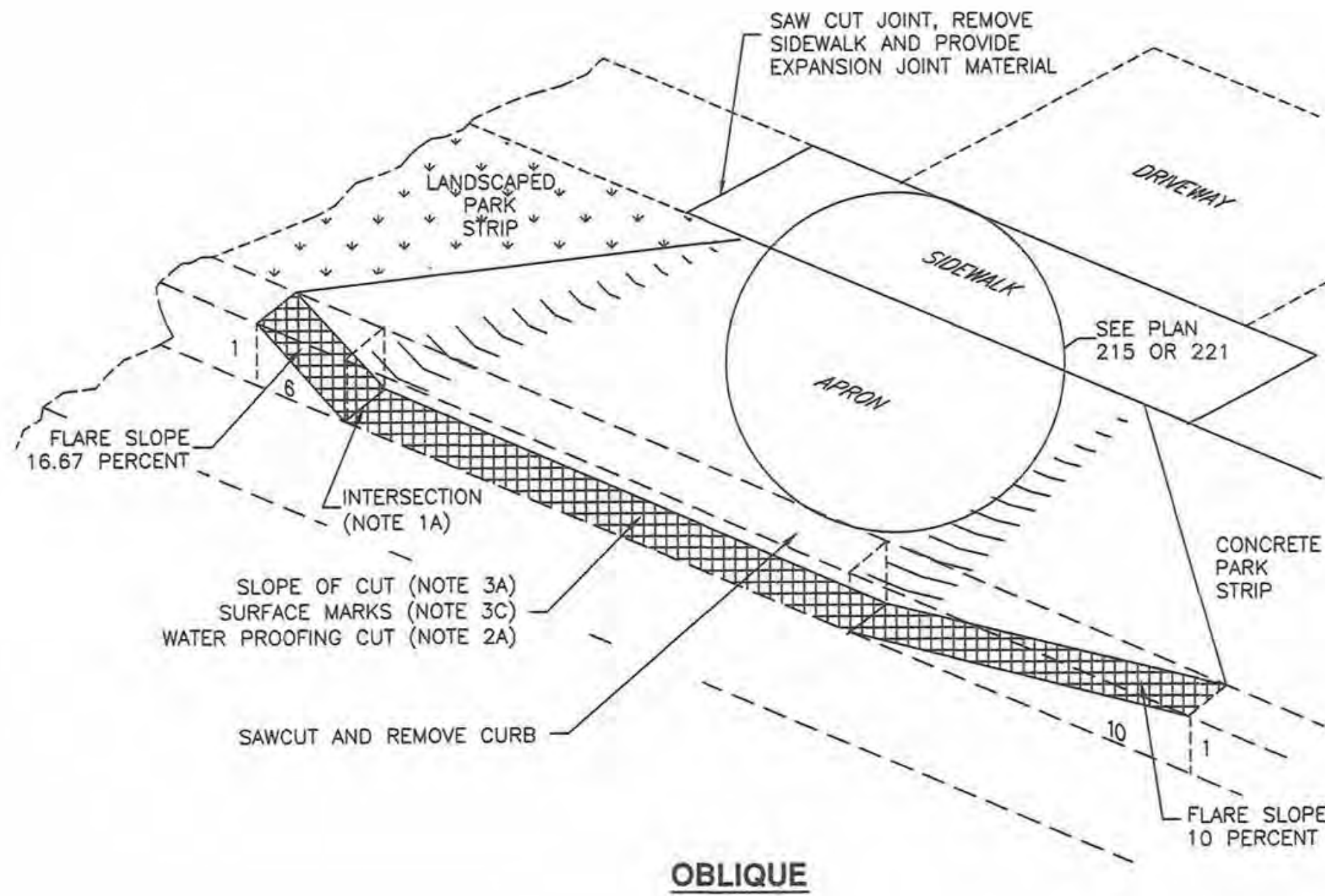
ARCHITECTURAL

APWA DETAILS

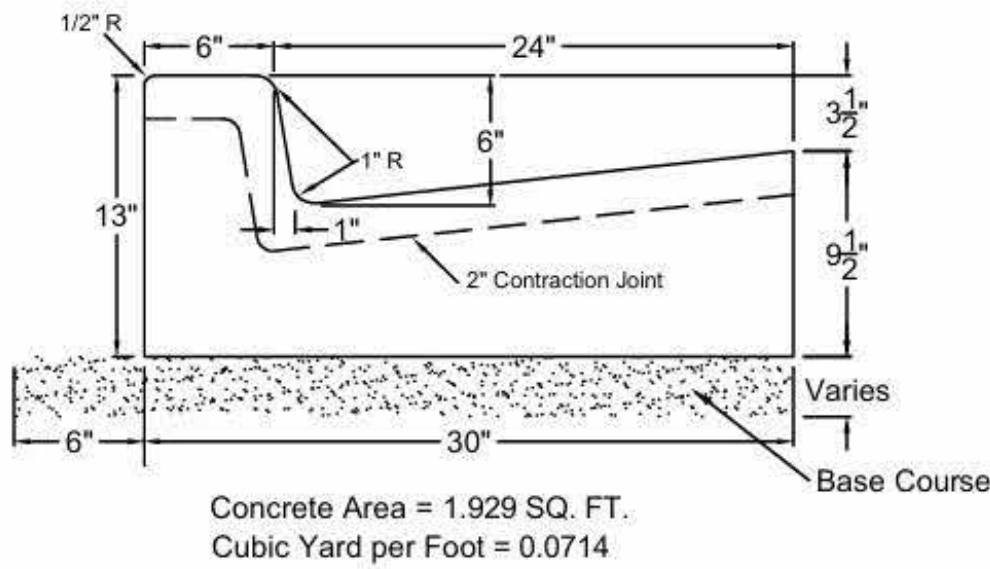
A03



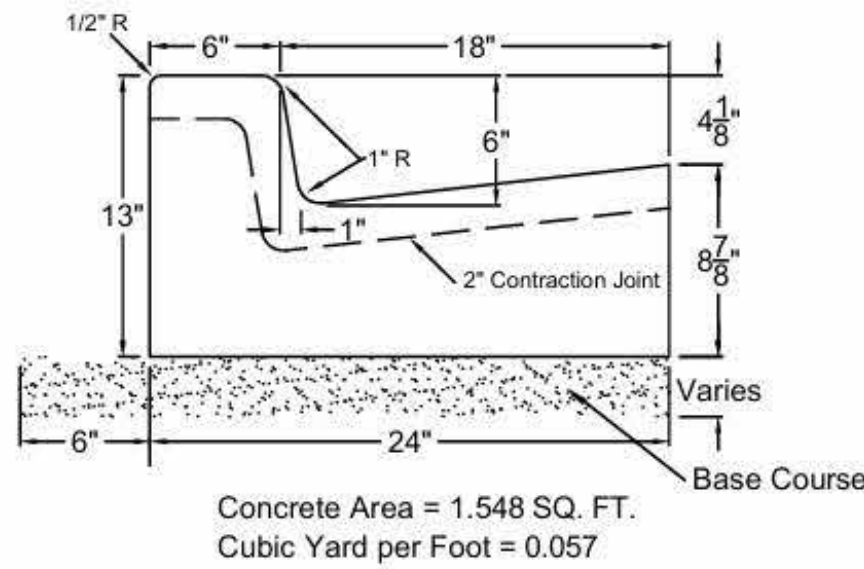
FLARE DRIVEWAY APPROACH - APWA 221.1



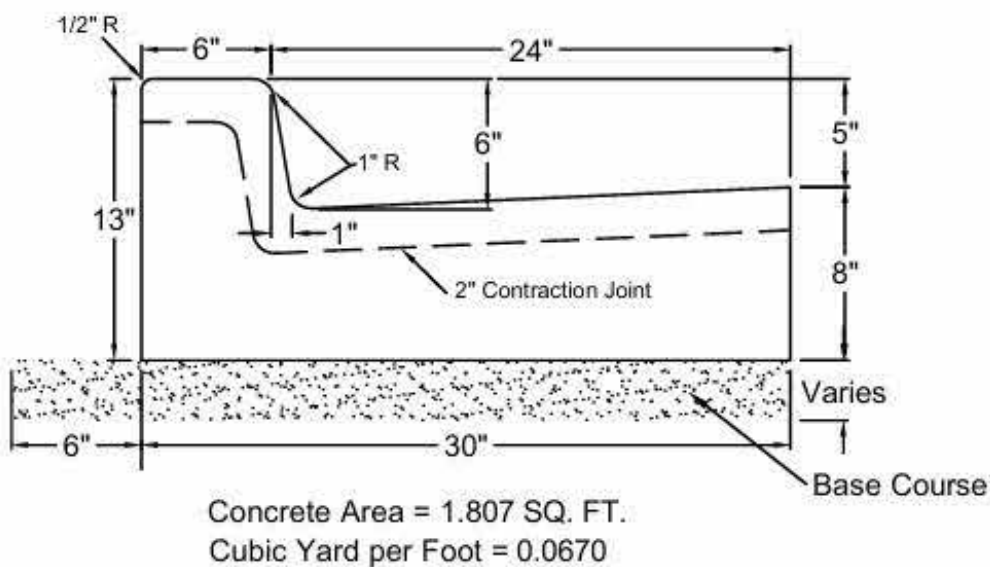
SAWCUT DRIVEWAY APPROACH DETAIL - APWA 222



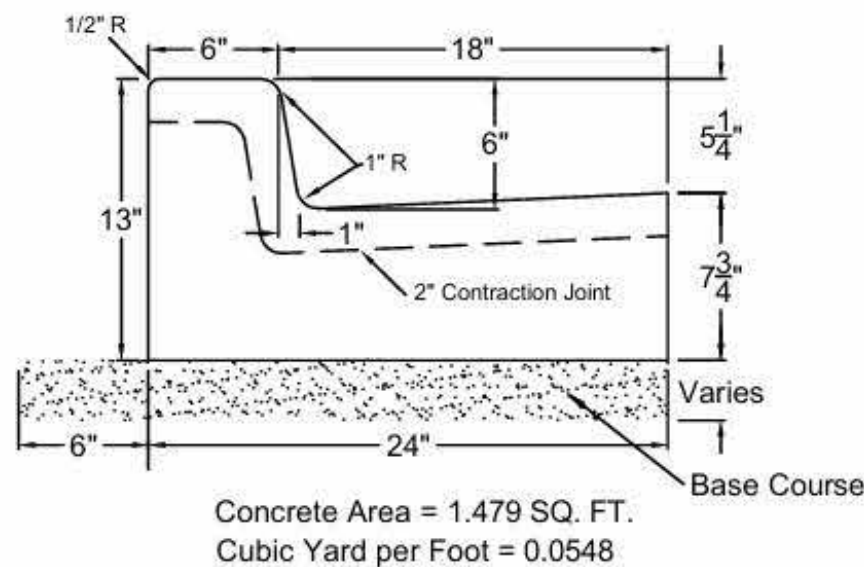
Type A - 30" Standard



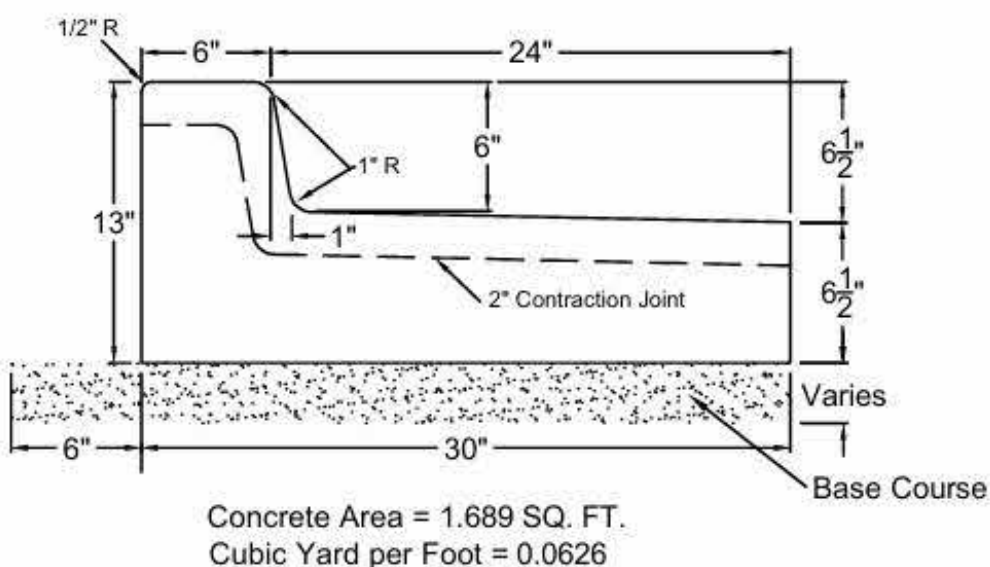
Type A - 24" Standard



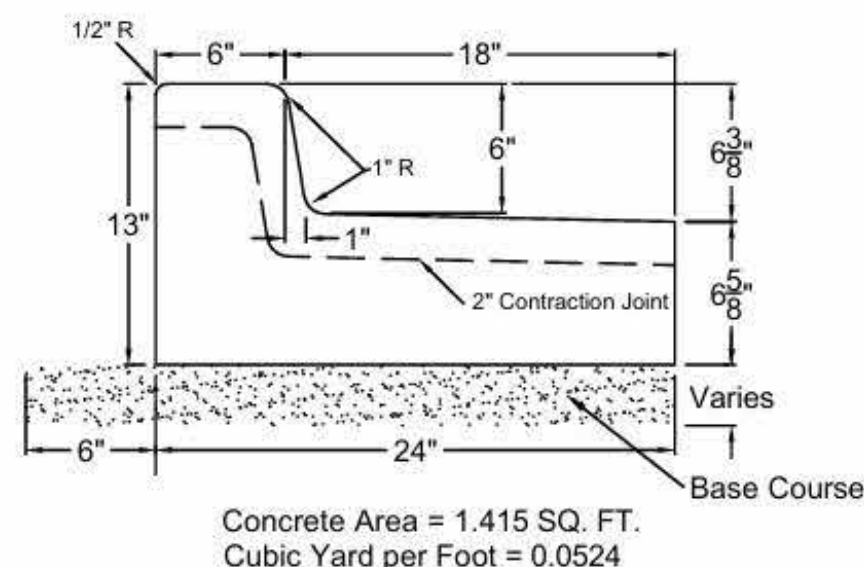
Type A - 30" ADA Access



Type A - 24" ADA Access



Type A - 30" Reverse Pan



Type A - 24" Reverse Pan

Backfill Behind Curb Before
Paving Against Lip of Gutter

CURB AND GUTTER DETAIL - APWA 205.1

11/6/2025 11:17:25 AM G:\Other computers\MyComputer\CAD Work\Nest Tiny Homes\4TH ELENTHLEEN ADU REV.1.rvt

A

B

C

1. PG&A-22, DN-1/2, SO BLOW, ASPHALT PAVEMENT AND GRADE 1-1/2" UTSC, OR AS APPROVED BY GRANTSVILLE CITY. PAVEMENT RESTORATION CONSISTS OF 3-INCHES OF HMA OVER 8-INCHES OF UTSC OVER 8-INCHES OF 3-INCH MINUS A-1-a.

2. VERTICAL CUTS IN BITUMINOUS PAVEMENT MAY BE DONE BY SAW OR PAVEMENT ZIPPING.

3. REPAIR A T-PATCH RESTORATION IF ANY OF THE FOLLOWING CONDITIONS OCCUR PRIOR TO FINAL PAYMENT OR AT THE END OF THE ONE YEAR CORRECTION PERIOD.

a) PAVEMENT SURFACE DISTORTION EXCEEDS 1/4-INCH DEVIATION IN 10 FEET. REPAIR OPTION - PLANE OFF SURFACE DISTORTIONS. COAT PLANED SURFACE WITH A CATIONIC OR ANIONIC EMULSION THAT COMPLIES WITH APWA SECTION 32 12 03.

b) SEPARATION APPEARS AT A CONNECTION TO AN EXISTING PAVEMENT OR ANY STREET FIXTURE. REPAIR OPTION - BLOW SEPARATION CLEAN AND APPLY JOINT SEALANT, PLAN 265.

c) CRACKS AT LEAST 1-FOOT LONG AND 1/4-INCH WIDE OCCUR MORE OFTEN THAN 1 IN 10 SQUARE FEET. REPAIR OPTION - BLOW CLEAN AND APPLY CRACK SEAL, UTAH APWA PLAN 265.

d) PAVEMENT RAVELING IS GREATER THAN 1 SQUARE FOOT PER 100 SQUARE FEET. REPAIR OPTION - MILL AND INLAY, APWA SECTIONS 32 01 15.71 AND 32 12 05.

4. BASE COURSE: REFER TO GRANTSVILLE STANDARD SPECIFICATION.

5. FLOWABLE FILL: TARGET IS 60 PSI IN 28 DAYS WITH 90 PSI MAXIMUM IN 28 DAYS, APWA SECTION 31 05 15. IT MUST FLOW EASILY REQUIRING NO VIBRATION FOR CONSOLIDATION.

6. REINFORCEMENT: NO. 5, GALVANIZED OR EPOXY COATED, DEFORMED, 90 KSI YIELD GRADE STEEL, ASTM A615.

7. CONCRETE: CLASS 4500, APWA SECTION 03 30 04.

8. TACK COAT: APWA SECTION 32 12 13.13.

9. BASE COURSE PLACEMENT: APWA SECTION 32 03 10. MAXIMUM LIFT THICKNESS BEFORE

10. COMPACTION IS 8-INCHES WHEN USING RIGGING EQUIPMENT OR 6-INCHES WHEN USING HAND HELD EQUIPMENT. COMPACTION IS 95 PERCENT OR GREATER RELATIVE TO A MODIFIED PROCTOR DENSITY, APWA SECTION 31 23 26.

11. FLOWABLE FILL: CURE TO INITIAL SET BEFORE PLACING AGGREGATE BASE OR BITUMINOUS PAVEMENT. USE IN EXCAVATIONS THAT ARE TOO NARROW TO RECEIVE COMPACTION EQUIPMENT.

12. TACK COAT: CLEAN ALL HORIZONTAL AND VERTICAL SURFACES. APPLY FULL COVERAGE ALL SURFACES.

13. PAVEMENT PLACEMENT: FOLLOW APWA SECTION 32 12 13.13. UNLESS INDICATED OTHERWISE, LIFT THICKNESS IS 3-INCHES MINIMUM AFTER COMPACTION. COMPACT TO 94 PERCENT OF ASTM D2041 (RICE DENSITY) PLUS OR MINUS 2 PERCENT.

14. BITUMINOUS CONCRETE SUBSTITUTION: IF BITUMINOUS CONCRETE IS SUBSTITUTED FOR PORTLAND CEMENT CONCRETE SUBSTRATE, OMIT REBAR AND PROVIDE 1.25 INCHES OF BITUMINOUS CONCRETE FOR EACH 1 INCH OF PORTLAND CEMENT CONCRETE. FOLLOW PARAGRAPH 8 REQUIREMENTS.

15. REINFORCEMENT: REQUIRED IF THICKNESS OF EXISTING PORTLAND-CEMENT CONCRETE SUBSTRATE IS 8-INCHES OR GREATER. NOT REQUIRED IF 1) LESS THAN 8-INCHES THICK, 2) IF EXISTING CONCRETE IS DETERIORATING, 3) IF EXCAVATION IS LESS THAN 3 FEET SQUARE, OR 4) IF BITUMINOUS PAVEMENT IS SUBSTITUTED FOR PORTLAND-CEMENT CONCRETE SUBSTRATE.

16. CONCRETE SUBSTRATE: CURE TO INITIAL SET BEFORE PLACING NEW BITUMINOUS CONCRETE PATCH.

SCALE: NTS

DATE: 7/21/2025

GRANTSVILLE

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BITUMINOUS PAVEMENT T-PATCH NOTES

SHEET: 3-55

MILL AND OVERLAY 2 INCHES OF BITUMINOUS CONCRETE DURING OR AFTER INSTALLATION OF NEW BITUMINOUS CONCRETE PATCH

4" MINIMUM, 8" MAXIMUM - RESIDENTIAL STREETS
4" MINIMUM, 8" MAXIMUM - NON-RESIDENTIAL STREETS

SECOND CUT FULL DEPTH
24" MIN

48" MIN

BITUMINOUS CONCRETE

AGGREGATE BASE

SUBGRADE

TACK COAT ALL BOC AND PCC SURFACES

NEW BITUMINOUS CONCRETE PATCH

8" MIN

NEW BASE COURSE

COMPACT THIS ZONE (ALL SIDES)

COMPACT BACKFILL TO THIS LEVEL BEFORE MAKING THE SECOND PAVEMENT CUT AND SECOND SURFACE REMOVAL

TRENCH BACKFILL (GRANTSVILLE CITY STANDARD DETAIL 3-81)

FLOWABLE FILL ALLOWED ONLY TO THE TOP OF THE EXISTING SUBGRADE

BITUMINOUS CONCRETE RESTORATION

35" MIN

24" MIN

SECOND CUT FULL DEPTH

SECOND CUT FULL DEPTH

MATCH EXISTING THICKNESS

BITUMINOUS CONCRETE

CONCRETE SUBSTRATE

AGGREGATE BASE

SUBGRADE

TACK COAT ALL BOC AND PCC SURFACES

10" NO. 5 DEFORMED TIE BAR @ 12" O.C.

NEW BASE COURSE

COMPACT THIS ZONE (ALL SIDES)

COMPACT BACKFILL TO THIS LEVEL BEFORE MAKING THE SECOND PAVEMENT CUT AND SECOND SURFACE REMOVAL

TRENCH BACKFILL (GRANTSVILLE CITY STANDARD DETAIL 3-81)

FLOWABLE FILL ALLOWED ONLY TO THE TOP OF THE EXISTING SUBGRADE

MATCH CONCRETE SUBSTRATE THICKNESS OR SUBSTITUTE BITUMINOUS CONCRETE AS NOTED (NOTE 35)

COMPOSITE RESTORATION

SCALE: NTS

DATE: 7/21/2025

GRANTSVILLE

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BITUMINOUS PAVEMENT T-PATCH

SHEET: 3-55

NOTES:

1. PIPE ZONE MATERIAL FOR SANITARY SEWER SHALL BE 7/8-INCH GRAVEL.

2. SEWER PIPE SHALL BE SDR-35.

3. BACKFILL SHALL BE A-1-a OR AS APPROVED BY THE CITY.

4. FOUNDATION STABILIZATION: OBTAIN CITY ENGINEER'S PERMISSION BEFORE INSTALLING COMMON FILL. VIBRATE TO STABILIZE. INSTALLATION OF STABILIZATION-SEPARATION GEOTEXTILE WILL BE REQUIRED TO SEPARATE BACKFILL MATERIAL AND NATIVE SUBGRADE MATERIALS IF COMMON FILL CANNOT PROVIDE A WORKING SURFACE OR PREVENT SOILS MIGRATION.

5. BEDDING: FOLLOW APWA SECTION 33 05 20 REQUIREMENTS AND THE FOLLOWING PROVISIONS.

a. MAXIMUM LIFT THICKNESS IS 8-INCHES BEFORE COMPACTION.

b. COMPACT PER APWA SECTION 31 23 26 TO 95 PERCENT OR GREATER RELATIVE TO A STANDARD PROCTOR DENSITY.

c. PROVIDE QUALITY CONTROL COMPACTION TEST RESULTS TO CITY INSPECTOR.

INSTALLATION:

* CONCRETE PIPE: FOLLOW ASTM C 1479
"STANDARD PRACTICE FOR INSTALLATION OF PRECAST CONCRETE SEWER, STORM DRAIN, AND CULVERT PIPE USING STANDARD INSTALLATIONS"

* PLASTIC PIPE: FOLLOW ASTM D 2321
"STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY-FLOW APPLICATIONS"

* CORRUGATED METAL PIPE: FOLLOW ASTM A 798
"STANDARD PRACTICE FOR INSTALLING FACTORY-MADE CORRUGATED STEEL PIPE FOR SEWERS AND OTHER APPLICATIONS"

* VITRIFIED CLAY PIPE: FOLLOW ASTM C 12
"STANDARD RECOMMENDED PRACTICE FOR INSTALLING VITRIFIED CLAY PIPE LINES"

SCALE: NTS

DATE: 7/21/2025

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STORM AND SANITARY SEWER
PIPE ZONE BACKFILL

SHEET: 3-82

ELEVATION VIEW

MAKE BELL HOLES BEFORE LAYING BELL AND SHOOT PIPE IN PIPE ZONE

FOUNDATION AND BEDDING MATERIAL

PIPE ZONE (NOTE 1)

12" MINIMUM

8" MINIMUM

TRENCH WALL

BACKFILL (NOTE 5)

PIPE SPRING LINE HAUNCHINGS (NOTE 3)

BEDDING (NOTE 5)

FOUNDATION STABILIZATION (NOTE 4)

SECTION A-A

SCALE: NTS

DATE: 7/21/2025

GRANTSVILLE

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STORM AND SANITARY SEWER
PIPE ZONE BACKFILL

SHEET: 3-82

12"

PROPERTY LINE

CAST IRON OR BRASS CLEAN OUT PLUG

VARIES MIN. 2'-0" FROM ANY STRUCTURE

30" MIN. COVER

4" PIPE

NO-HUB COUPLING

TRENCH BACKFILL (GRANTSVILLE CITY STANDARD DETAIL 2-55 AND 3-82)

ADD TRACER WIRE FROM MAIN TO TOP OF CLEAN-OUT

GROUT AROUND CONNECTION TO SEWER MAIN

SEWER LATERAL CONNECTION TO BE 45° TO THE CENTER OF SEWER MAIN

BEND

SEE NOTE 6

SEE NOTE 3

GRADE REQUIREMENTS
4" PIPE - 2.0% MIN.
6" PIPE - 1.0% MIN.

WYE

PIPE ZONE (GRANTSVILLE CITY STANDARD DETAIL 3-82)

NOTES:

1. BACKFILL SHALL BE A-1-a OR AS APPROVED BY THE CITY.

2. SEWER PIPE AND FITTINGS SHALL BE SDR-35 PVC PIPE MATERIAL.

3. INSERT A TEES ARE ACCEPTABLE ON EXISTING PIPE. NEW PIPE SHALL USE WYES.

4. PIPE ZONE SHALL BE 7/8-INCH CRUSHED GRAVEL.

5. REMOVE CORE PLUG FROM SEWER MAIN. DO NOT BREAK INTO SEWER MAIN TO MAKE CONNECTION.

6. SEWER SADDLE PER AGENCY REQUIREMENTS. IN HIGH WATER TABLE BOWL WAX REQUIRED.

SCALE: NTS

DATE: 7/21/2025

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SANITARY SEWER LATERAL CONNECTION

SHEET: 4-21

PAVEMENT RESTORATION (GRANTSVILLE CITY STANDARD DETAIL 2-55)

LANDSCAPE RESTORATION

FLOWABLE FILL ALLOWED ONLY TO THE TOP OF THE EXISTING SUBGRADE

MAGNETIC MARKING TAPE 12-INCHES ABOVE TOP OF PIPE

TRENCH BACKFILL (NOTE 1)

PIPE ZONE (SEE DRAWINGS OR GRANTSVILLE DETAIL 3-82 AND 6-41)

4 FEET

IF DEPTH OF TRENCH IS GREATER THAN 4 FEET AND SHORES OR TRENCH SUPPORTS ARE NOT USED, SLOPES ARE REQUIRED. SEE OSHA REGULATIONS.

EMBANKMENT BACKFILL (NOTE 2)

3'-0" (TYP)

5' SPOIL

1:2

26" MIN

1:1.5

33" MIN

1:1.5

4"

1:1

48"

1:0.5

63" MIN

50"

SOLID ROCK, SHALE, CEMENTED SAND AND GRAVELS OR SHORING

COMPACTED ANGULAR GRAVELS

RECOMMENDED SLOPE FOR AVERAGE SOILS

NOTES:

1. BACKFILL SHALL BE A-1-a OR AS APPROVED BY THE CITY.

2. EMBANKMENT BACKFILL: WHEN TRENCH SIDES ARE SLOPED PROCEED AS FOLLOWS.

a. MAXIMUM LIFT THICKNESS IS 8-INCHES BEFORE COMPACTION.

b. COMPACT PER APWA SECTION 31 23 26 TO 95 PERCENT OR GREATER RELATIVE TO A STANDARD PROCTOR DENSITY.

c. PROVIDE QUALITY CONTROL COMPACTION TEST RESULTS TO CITY INSPECTOR.

SCALE: NTS

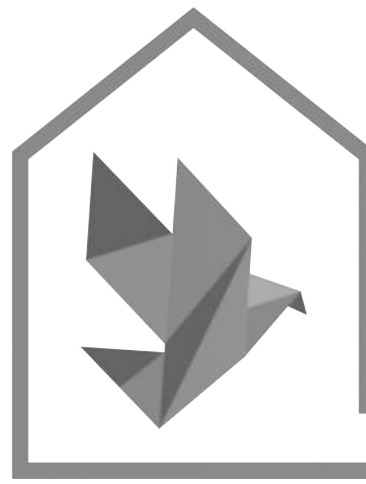
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TRENCH BACKFILL

SHEET: 4-81



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PROJECT

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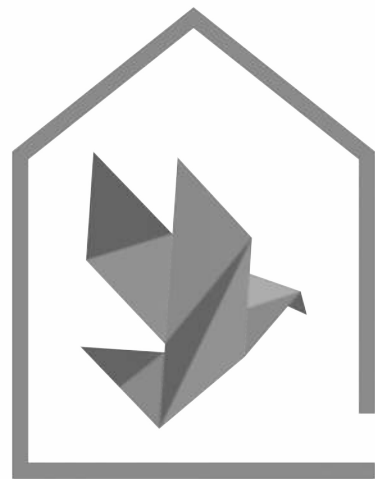
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ARCHITECTURAL

GRANTSVILLE CITY
DETAILS

A04



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DRAWN BY:	Author
CHECKED BY:	Checker

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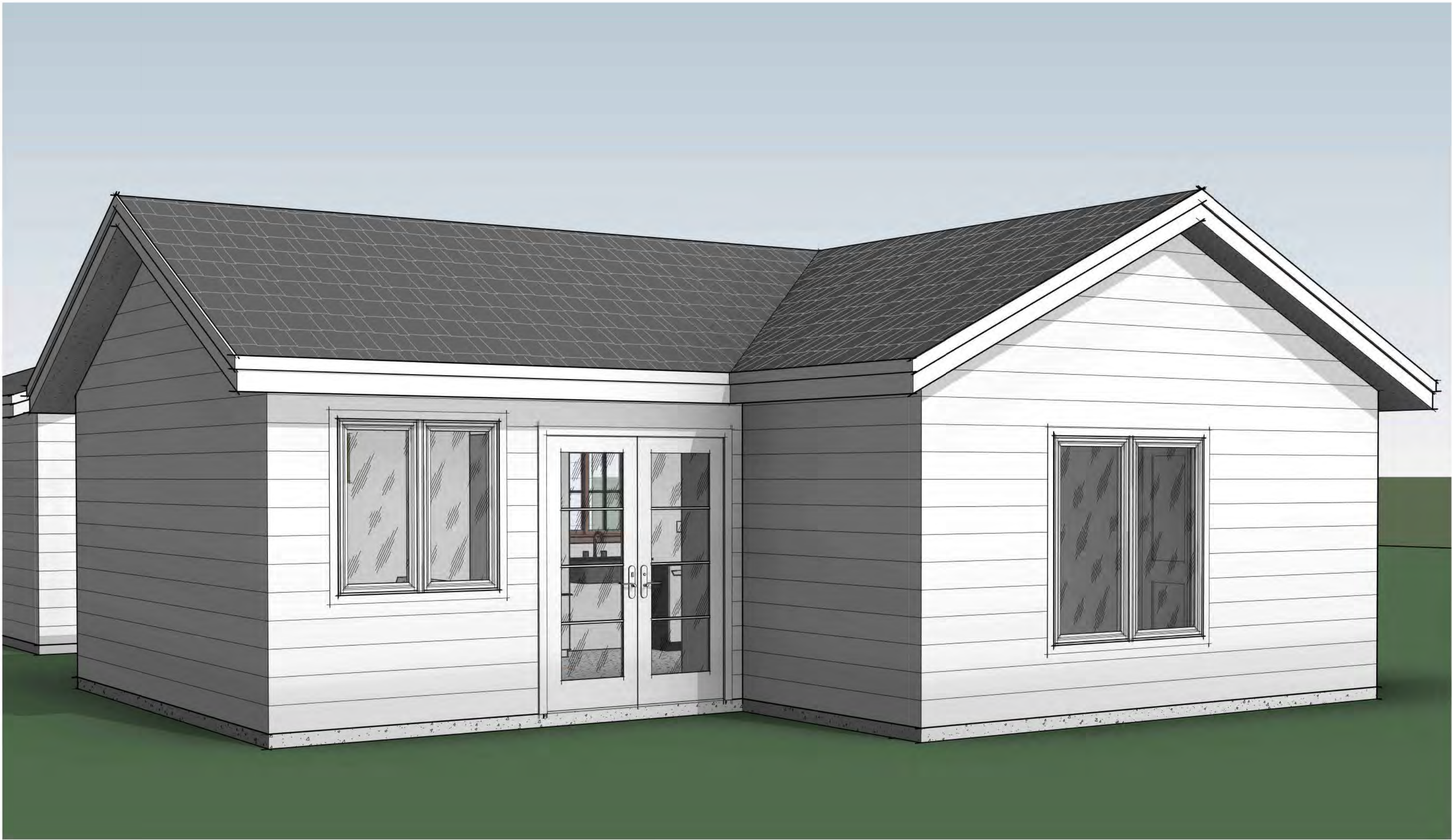
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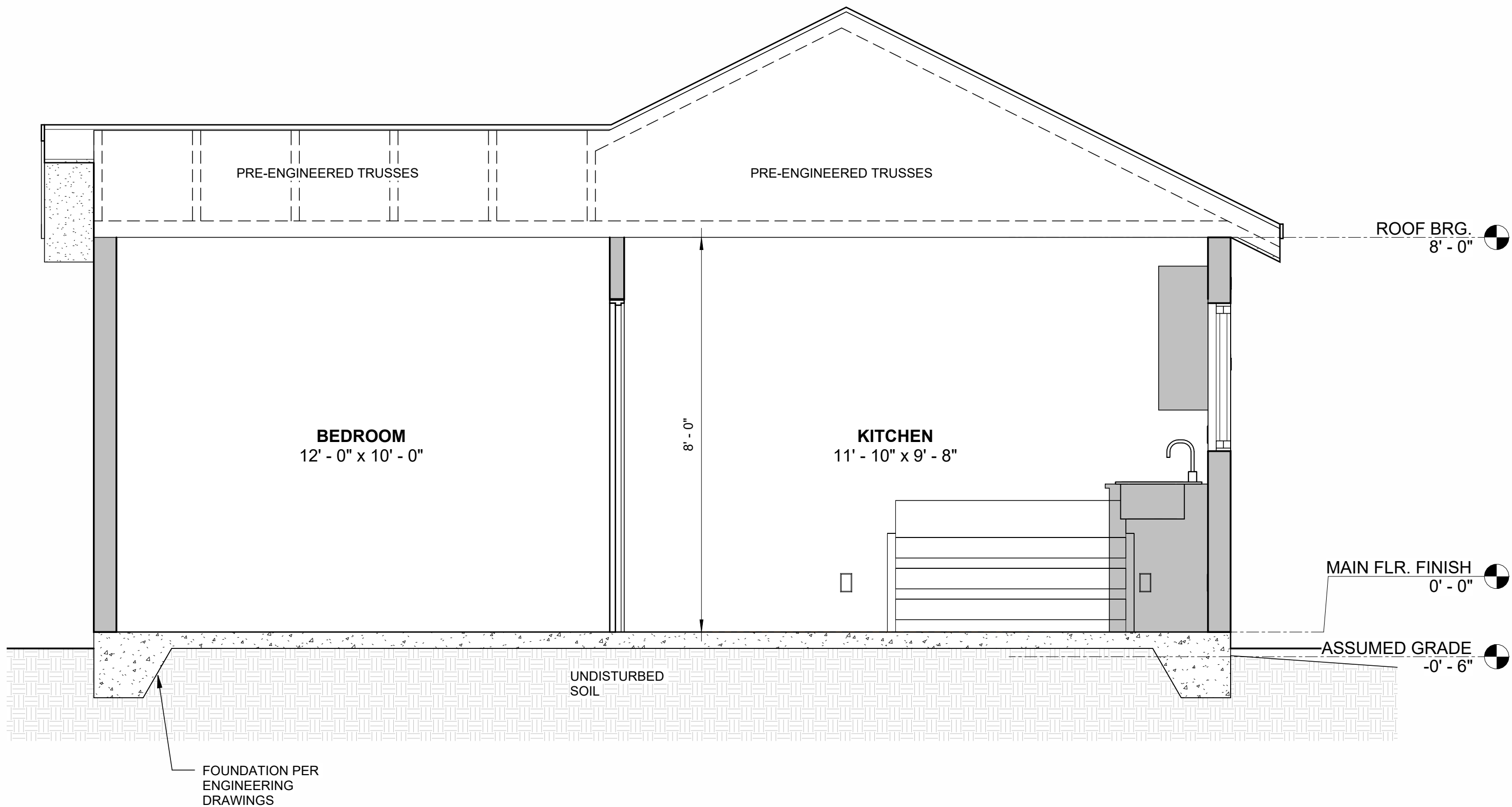
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SECTIONS &
PERSPECTIVE

A3.0



1 ISOMETRIC VIEW
A3.0 SCALE:



2 BUILDING SECTION
A3.0 SCALE: 1/2" = 1'-0"

AGENDA ITEM #3

Consideration of the proposed Grantsville
City Master Development Agreement
Template.



STAFF REPORT

To: Grantsville City Planning Commission

From: Shelby Moore, Planning and Zoning Administrator

Meeting Date: November 18, 2025

Public Hearing Date: November 18, 2025

Re: Consideration of a Detached Accessory Dwelling Unit (ADU) at **194 Cowdery Drive**

Background

Grantsville City has been working since **July 2025** to finalize a standardized **Master Development Agreement (MDA) Template** for use with all subdivisions and larger planned developments. The objective is straightforward: create a consistent, predictable, and defensible MDA format that both the **Planning Commission (PC)** and **City Council (CC)** can formally adopt as the City's baseline agreement.

The template outlines the governing structure, vesting provisions, development standards, infrastructure obligations, open space requirements, modification process, bonding expectations, and enforcement mechanisms applicable to all qualifying development projects. A full draft of the proposed template is on file and included in this packet.

Purpose of the Template

The City routinely negotiates MDAs for larger or more complex subdivision applications. Historically, the content and structure of these agreements have varied from project to project, leading to inconsistencies, extended review timelines, and recurring debate over standard provisions that should be uniform.

By formally adopting a standard MDA Template:

- **All Parties Operate From a Common Baseline**
Developers, staff, PC, and CC will share a single, consistent foundation document.
- **Only Project-Specific Sections Change**
Key exhibits (legal description, development standards modifications, phasing, bonding, upsizing requirements, and other unique terms) become the only modifiable components. All core provisions—vesting, default, infrastructure, open space, enforcement, notices, development review process—remain standard unless explicitly justified.

*** Disclaimer: Please be advised that at no point should the comments and conclusions made by The City staff or the conclusions drawn from them be quoted, misconstrued, or interpreted as recommendations. These inputs are intended solely for the legislative body to interpret as deemed appropriate.*

The information provided is purely for the legislative body to interpret in their own right and context. It is crucial to maintain the integrity and context of the information shared, as it is meant to assist in the decision-making process without implying any endorsement or directive, but it is essential that it is understood within the appropriate scope.



- **Efficient Review Process**
Staff and legal review time is significantly reduced when the baseline language no longer needs re-negotiation with each application.
- **Greater Transparency and Predictability**
Applicants understand City expectations on Day 1, reinforcing consistent application of development standards.
- **Improved Legal Defensibility**
A uniform MDA reduces risk tied to inconsistent conditions or non-standard language.

Highlights of the Proposed Template

(All content cited here is derived from the draft MDA Template.)

- **Comprehensive Recitals** documenting developer authority, property description, zoning status, and the legal basis under Utah Code §10-20-101 et seq.
- **Clear Effective Date and Termination Clause**, tied to the adopting ordinance and project activity.
- **Integrated Development Standards System**, including use of Exhibits C and D for modifications or zoning adjustments.
- **Phasing and Development Review Process** to ensure projects advance in an orderly, code-compliant sequence.
- **Explicit Infrastructure and Upsizing Requirements**, including dedication, inspection, acceptance procedures, and the City's rights regarding incomplete improvements.
- **Required Open Space Ratios** and timing expectations for open space completion.
- **HOA fallback authority** ensuring the City can maintain critical areas if an HOA dissolves.
- **Structured Default and Remedies Process** to align with state law and protect the public interest.
- **Vesting Section** that defines which future laws apply and which do not, along with listed exceptions.
- **Notices, General Provisions, and Recording Requirements** consistent with standard municipal development agreements.

The template is intentionally broad enough to support a variety of subdivision types while maintaining consistent rules across all development.

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Analysis

The value of adopting this MDA Template is substantial. Grantsville has reached the point where development activity requires a predictable framework—especially as subdivision complexity, long-term phasing, and utility coordination demands increase.

Finalizing the template now ensures:

- The City speaks with a unified voice.
- Planning Commission and City Council decisions remain aligned.
- Staff can process applications more quickly.
- Developers receive a clear road map early in the process.
- Only the **project-specific exhibits** change from one development to another, dramatically reducing negotiation friction.

Given the ongoing effort since July 2025 and the level of refinement within the document, the draft is ready for formal consideration and adoption.

*** Disclaimer: Please be advised that at no point should the comments and conclusions made by The City staff or the conclusions drawn from them be quoted, misconstrued, or interpreted as recommendations. These inputs are intended solely for the legislative body to interpret as deemed appropriate.*

The information provided is purely for the legislative body to interpret in their own right and context. It is crucial to maintain the integrity and context of the information shared, as it is meant to assist in the decision-making process without implying any endorsement or directive, but it is essential that it is understood within the appropriate scope.

WHEN RECORDED, RETURN TO:

**Grantsville City
Attn: City Attorney
429 East Main Street
Grantsville, Utah 84029**

COVER AND PROJECT INFORMATION SHEET

FOR GRANTSVILLE CITY MASTER DEVELOPMENT AGREEMENT

made as of the _____ day of _____ in the year _____.

Between the “Developer”:

and the “City”:

Grantsville City, a political subdivision and municipal corporation of Utah
Attn: City Recorder
429 East Main Street
Grantsville, Utah 84029

for the following **Project**:

Name:
Project Location:
Type:
Description (detailed):

Underlying Zone(s):

Effective Date: _____

Developer Contact:

City Contacts: Planning Department: Shelby Moore (pzcommission@grantsvilleut.gov)
Recorder: Alicia Fairbourne (afairbourne@grantsvilleut.gov)
City Attorney: Tysen Barker (tbarker@grantsvilleut.gov)

Approval Ordinance: _____

GRANTSVILLE CITY
MASTER DEVELOPMENT AGREEMENT
FOR
[PROJECT NAME]

THIS MASTER DEVELOPMENT AGREEMENT (“**Agreement**”) is made and entered as of the Effective Date by and between City and Developer, as each is defined in the Cover and Project Information Sheet (“**Cover Sheet**”) for this Agreement, each a “Party” and collectively “Parties” herein.

RECITALS

WHEREAS, the Developer seeks to develop property within Grantsville City, Utah (the “**Project**”). The property consists of approximately acreage/owner , identified as Tooele County Parcel No. and is more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Property**”); and

WHEREAS, the Property is entirely located in the Underlying Zone and is subject to all applicable Grantsville City Code and development standards;

WHEREAS, the Developer is owner or authorized agent of the owner of the Property; and

WHEREAS, the City seeks to promote the health, safety, and welfare of the inhabitants of the City through the establishment and administration of zoning, development, and subdivision regulations concerning the use and development of land in the City;

WHEREAS, the City is desirous of development of the Property for the purpose of developing the Project in the manner outlined to the City;

WHEREAS, the City Planning Commission held a duly noticed public hearing, and subsequently recommended approval of the application for the Project on date , with the conditions specified in that recommendation incorporated into this Agreement; and

WHEREAS, it is in the best interests of both the Developer and the City that this Agreement be adopted and effective as a “development agreement” within the meaning, and subject to the provisions, of Utah Code Ann. Section 10-20-101 *et seq.* and to consent to all the terms of this Agreement as valid conditions of development of the Project.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and accepted by both parties, the parties hereto mutually agree and covenant as follows:

1. Effective Date, Termination

- 1.1. The “Effective Date” of this Agreement is the effective date of the enacting ordinance by the City Council, regardless of any difference or delay in time between that date and the date(s) upon which it is signed by any of the Parties, and shall be indicated on the Cover Sheet. The City may not execute this Agreement until approved by the City in accordance with GLUDMC.
- 1.2. This Agreement shall be in full force and effect until the earliest occurrence of: (i) such date as the Project is abandoned, defined as written notice from Developer to the City that it no longer intends to develop the Project; (ii) the use or active development is discontinued for a period of more than two (2) years; or (iii) the Developer defaults on any provision of this Agreement and the default is not resolved as specified in this Agreement. Failure to proceed with development pursuant to this Agreement shall be deemed failure to implement the application with reasonable diligence pursuant to Utah Code Ann. Section 10-20-902.

2. Project Description

The Project is as described more fully herein, on the Cover Sheet, and as illustrated in the conceptual site plan for the Project, attached **Exhibit B**, to be modified as necessary in accordance with this Agreement’s Development Standards and as specified in this Agreement.

3. Development Standards

- 3.1. Development Standards. The site development standards, procedures, and rules of the Underlying Zone and applicable code and law are modified as shown on **Exhibit C** “Development Standards.” All development standards applicable to the Project not expressly modified by this Agreement, including the Utah Municipal Land Use Development and Management Act, remain in full force and effect. Together, Exhibit C standards and the remaining development standards in the City code are the “**Development Standards**” for the Project.

These Development Standards shall apply to all buildings on the Property including both principal buildings and accessory buildings on the Property.

- 3.2. Use of the Property. This Agreement does not modify, amend, or otherwise alter the uses permitted, conditioned, or restricted in the Underlying Zone except as expressly identified on **Exhibit D** “Zoning Modifications.” All uses not expressly modified by this Agreement remain in full force and effect. Developer acknowledges a separate rezoning request must be submitted to modify the permitted and conditional uses in the applicable zone.
- 3.3. Phasing. If the Project includes multiple phases, Developer shall include general depiction of any potential phases in the conceptual site plan attached hereto as **Exhibit B**. All

phasing shall comply with Section 21.4.3 of the Grantsville City Land Use Development and Management Code (“GLUDMC”). City and Developer hereby acknowledge that any additional phases of the Project shall be subject to the terms of this Agreement and which may be reviewed and approved by the City.

- 3.4. Density; Maximum Units; Square Footage. Subject to the Development Standards, Developer may build up to # residential units in the Project. The City does not, and may not, provide Developer with any guarantee of the number of units, density, or non-residential square footage which may be built in the Project. Developer assumes all responsibility for development and design of the Project within the Development Standards, which may result in fewer total unit than expected.
- 3.5. Approvals. Prior to issuance of a building permit for any phase of the Project, Developer shall submit an application for “**Development Review**” of the site plan and building elevations to the City for review and approval. Review and approval by the City is intended to assure that certain development components substantially conform with this Agreement. Development Review approval submittals need only include that portion of the Property for which approval is being sought by Developer. Following approval by the City, the approved Development Review Submittals (defined below), supporting data and materials shall be made part of this Agreement and deemed to be an integral part of this Agreement. In the event of any inconsistency between approved plans and the terms of this Agreement, the terms of this Agreement shall govern. Any Development Review Submittals and approvals shall comply with the requirements of GLUDMC for the appropriate development application, including preliminary and final checklists published by the City.
- 3.5.1. Development Review Submittals shall include all other information necessary to illustrate substantial conformance with this Agreement. The City may consider the standards of GLUDMC, as modified by this Agreement, when considering Development Review approval. In the event of any conflict or ambiguity, the provisions in this Agreement shall govern.
- 3.5.2. The Developer shall comply with all applicable requirements set forth in Grantsville City Code, Title 5, Chapter 3 (Flood Damage Prevention Regulations), as amended. The provisions of Title 5, Chapter 3 are hereby incorporated by reference as though fully set forth herein. It is the Developer’s responsibility to review and adhere to these regulations in the planning, permitting, development, and maintenance of the Planned Community.
- 3.5.3. Notwithstanding anything to the contrary in Grantsville City Code, this Agreement, or the Master Plan, prior to obtaining a certificate of occupancy for any structure, Developer shall obtain a Fire Marshalls Certification which shall ensure that available fire flow meets or exceeds the IFC standards for the structure type. Grantsville may withhold issuance of any certificate of occupancy for a structure where this provision is not satisfied.

- 3.6. Modification. The terms and conditions of this Agreement or of any Development Review approval issued in accordance with this Agreement may be modified administratively by the Planning Commission upon written request by Developer so long as the modifications are in “substantial compliance” with the terms of this Agreement, including those modifications described in GLUDMC Section 12.5(1) (“**Minor Change**”). Any change that results in: (a) a change in the uses allowed for the Project to another use not permitted in the Underlying Zone, as modified by this Agreement; (b) an increase in the net site area and the boundaries of the Property contemplated herein; (c) an increase to the overall density of the Project; or (d) a reduction in the minimum periphery setbacks, (“**Major Change**”) shall be considered a change that is not in “substantial compliance” with the terms of this Agreement. Any Major Change shall be reviewed by the same procedures applicable to a new master development agreement, as set forth in applicable laws and must be reviewed and approved by the City Council.
- 3.7. Fees. Nothing herein shall be construed to relieve Developer of the standard obligations to also pay application fees, impact fees, connection fees, and other City fees and charges, at the time of permit application or pulling permits, in the ordinary course, as part of the development process, as set forth in the existing City fee schedule. These costs will be paid pursuant to the completion assurance procedures and other procedures set forth in City ordinances and policies.
- 3.8. Compliance with the Final Plat and this Agreement. Development of the Project shall be in accordance with Utah’s Land Use, Development and Management Act, GLUDMC, the City’s future laws which include the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a development application is submitted for a part of the Project (to the extent they are applicable as specified in this Agreement), the final plat and this Agreement.

4. Infrastructure Improvements; Public Uses.

- 4.1. Infrastructure Improvements. Developer agrees to construct and/or dedicate project improvements as reasonably directed by the City in the ordinary course, including but not limited to roads, driveways, landscaping, water, sewer, and other utilities as shown on the approved final plans and in accordance with current City standards.
- 4.1.1. Developer shall satisfactorily complete construction of all Project improvements for each phase in a good and workmanlike manner, no later than two (2) years after the recording of the plat for that phase, subject to reasonable delays due to events of force majeure.
- 4.1.2. Developer shall comply with all completion assurance and bonding requirements of the City, as modified in **Exhibit E**.

- 4.1.3. Developer shall bear responsibility, including premises liability and risk of loss, for all public infrastructure covered by this Agreement until final inspection of the same has been performed by the City, and a final acceptance and release has been issued by the City Council. The City may not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring to the public infrastructure, nor shall any officer or employee thereof, be liable for any persons or property injured by reason of said public infrastructure; all of such liabilities shall be assumed by the Developer.
- 4.1.4. The City agrees to accept all Project improvements constructed by Developer, or Developer's contractors, subcontractors, agents or employees, provided that (1) the City Planning and Public Works Departments promptly review and approve the plans for any Project improvements prior to construction; (2) Developer permits City Planning and Public Works representatives to inspect upon request any and all of said Project improvements during the course of construction; (3) Developer shall provide Contractor as-built drawings in PDF and native format and GIS shapefiles of as-built conditions per City's GIS requirements and standards; (4) Developer has warranted the Project improvements as required by the City Public Work Department; and (5) the Project improvements pass a final inspection by the City Public Works.
- 4.1.5. Developer shall repair any defect in the design, workmanship or materials in all Public Infrastructure which becomes evident during a period of one year following the acceptance of the improvements by the City Council or its designee ("**Durability Testing Period**"). If during the Durability Testing Period, any Public Infrastructure shows unusual depreciation, or if it becomes evident that required work was not done, or that the material or workmanship used does not comply with accepted standards, said condition shall, within a reasonable time, be corrected.
- 4.1.6. The City may require completion of all infrastructure improvements in any phase prior to issuance of any building permits.
- 4.1.7. The Developer may request and the City may grant in its reasonable discretion extensions and delays for certain infrastructure improvements upon a showing of good cause by Developer, such as completing sidewalks after construction of residential units.
- 4.1.8. The Developer agrees that in the event it does not: (a) complete all improvements within the time period specified under this Agreement, or secure an extension of said completion date, (b) construct said improvements in accordance with City standards and as set forth in the paragraphs above, and (c) pay all claimants for material and labor used in the construction of said improvements, the City shall be entitled to declare the Developer(s) in default, request and receive the funds held by the guarantor as surety and utilize the monies obtained to install or cause to be installed any uncompleted improvements and/or to pay any outstanding claims, as

applicable. Provided however, that the City may not be responsible for any work beyond the amount of funds so provided. Any funds remaining after completion of the improvements shall be returned to the guarantor. The Developer further agrees to be personally liable for any cost of improvements above the amount made available under the terms of this agreement.

- 4.2. Upsizing. Except as otherwise described herein, the City may not require Developer to “upsized” any future infrastructure improvements (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements (such as credits to otherwise applicable City fees, or pioneering or reimbursement agreements) reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing to the extent required by law. The City shall notify the Developer of any known or anticipated upsizing requirements as soon as practicable. Notwithstanding the foregoing, Developer is solely responsible for any costs associated with any public improvements within its development required to serve other phases of the Project or other related development. As of the Effective Date, the City has identified the potential upsizing requirements shown on **Exhibit F**.
- 4.3. Parks; Open Space. The Project shall contain no less than 20% of the total net developable Project acreage as open space (“**Required Open Space**”).
 - 4.3.1. Public open space shall be counted toward the Required Open Space, and include impervious surfaces in any planned public park, and potentially other uses such as sports courts, pavilions, walking paths, trails, parking areas, and other recreational facilities.
 - 4.3.2. Each phase of the Project shall meet the Required Open Space ratio for the entire Project. Previously completed open space may be counted toward the Required Open Space calculation for a proposed phase.
 - 4.3.3. The Developer may request, and the City may grant, in its sole discretion, to meet the proportional Required Open Space requirement for a phase by including open space in the next future phase, provided that the Developer shows good cause for the delay, addresses the shortfall, and provides sufficient detail of the proposed future open space. Notwithstanding the foregoing, in no event may the total open space upon completion of a phase be less than seventy-five percent (75%) of the proportional Required Open Space for the Project to be completed at that phase.
 - 4.3.4. Parks and trails to be dedicated for public use may not make up more than fifty percent (50%) of any phase.
 - 4.3.5. All development and construction for open space and related amenities must be completed within three (3) months of completion of the non-open space development for the applicable phase. Developer may incur fees or other penalties for failure to complete open space development in accordance with this Agreement.

- 4.4. Additional Requirements. Any additional Project-specific requirements are identified in **Exhibit G.**

5. Homeowners Association.

If a Homeowners Association (“**HOA**”) is created as part of the Project to enforce legal deed restrictions or maintain Required Open Space for the Property and that HOA later becomes insolvent or fails to maintain proper documentation and filings with the State of Utah and loses its authority to operate and transact business as a property owners association in the State of Utah, then the City shall have the right to, but is not obligated to, enforce the deed restrictions and maintain the Required Open Space. The City shall have all authority granted to the HOA by virtue of this document and related HOA articles, bylaws, and recorded covenants, conditions, and restrictions, or similar documents, including but not limited to, the authority to impose and collect maintenance fees and other necessary fees and/or assessments to further the upkeep of Property improvements as deemed necessary by the City.

6. Recording.

The responsibilities and commitments of Developer and the City as detailed in this document, when executed shall constitute a covenant and restriction running with the land and shall be binding upon the Developer/Owner of the Property, their assignees and successors in interest and this Agreement or a notice thereof shall be recorded in the Office of the Tooele County Recorder by City at Developer’s cost.

7. Default.

- 7.1. Failure to present a detailed development plan including proposed uses for the Project or any phase thereof, gain City approval, and obtain land use and building permits and complete construction of the Project specified in this Agreement shall constitute a default by Developer, its successors or assigns in interest.

- 7.1.1. In the event that any of the conditions constituting default by Developer occur, the City finds that the public benefits to accrue from rezoning as outlined in this Agreement will not be realized. In such case, the City shall examine the reasons for the default and either approve an extension of time or major change to the Project or initiate steps to revert the zoning designation to its former zone.

- 7.2. Notice. If the Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a default has occurred shall provide a written “**Notice of Default**” to the other Party

- 7.3. Contents of the Notice of Default. The Notice of Default shall:

- 7.3.1. Specify the claimed event of default;

- 7.3.2. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in default; and
- 7.3.3. If the City chooses, in its discretion, it may propose a method and time for curing the default which shall be of no less than thirty (30) days duration, if weather conditions permit.
- 7.4. Remedies. Upon the occurrence of any default, and after notice as required above, then the parties may have the following remedies:
 - 7.4.1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.
 - 7.4.2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular default.
 - 7.4.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Developer until the default has been cured.
- 7.5. Public Meeting. Before any remedy in Section 7.4 may be imposed by the City the party allegedly in default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed default.
- 7.6. Default of Assignee. A default of any obligations expressly assumed by an assignee shall be deemed a default of Developer.
- 7.7. Limitation on Recovery for Default – No Damages against the City. Anything in this Agreement notwithstanding Developer may not be entitled to any claim for any monetary damages as a result of any breach of this Agreement and Developer waives any claims thereto. The sole remedy available to Developer and any assignee shall be that of specific performance.

8. Vesting.

Upon the Effective Date of this Agreement the Developer's right to construct the Project, under the terms and conditions of this Agreement shall be vested to the fullest extent allowable under Utah Code Ann. Section 10-20-902. Except as expressly and mutually agreed in writing by the Parties, all development of the Project, including any later phases, shall be governed by the applicable law in effect on the Effective Date of this Agreement. Nothing in this Agreement will limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of the City to enact such legislation under its police power, such legislation will not modify

Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Western Land Equities, Inc. v. City of Logan, 617 P.2d 388 (Utah, 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

8.1. Exceptions. The vested rights and the restrictions on the applicability of the City's Future Laws to the Project as specified in Section 8.1 are subject to the following exceptions:

8.1.1. Master Developer Agreement. The City's future laws or other regulations to which the Developer agrees in writing;

8.1.2. State and Federal Compliance. The City's future laws or other regulations which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

8.1.3. Codes. Any City's future laws that are updates or amendments to existing building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

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

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

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

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

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

9. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, sent by a nationally recognized overnight courier

service, or sent by email. Notice by email shall be effective upon receipt of electronic confirmation of delivery. Notices to the parties shall be sent to the addresses set forth on the Cover Sheet to this Agreement or such other address as a party may designate by notice to the other party.

10. General Provisions.

- 10.1. Both parties recognize the advantageous nature of this Agreement which provides for the accrual of benefits and protection of interests to both parties.
- 10.2. The City will issue land use permits only for those uses determined to be within the general land use types allowed in the zone, as modified by this Agreement, and more specifically on more detailed development plans for the Project or phase thereof submitted to and approved by the City.
- 10.3. The recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all Exhibits to this Agreement are hereby incorporated into this Agreement as if fully set forth herein.
- 10.4. The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidence of intent.
- 10.5. This Agreement may be amended only in writing signed by the Parties hereto.
- 10.6. This Agreement with any amendments shall be in full force and effect until all construction and building occupancy has taken place as per the Project development plans or expiration or termination of this Agreement as provided herein.
- 10.7. Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under any applicable state law.
- 10.8. In the event that legal action is required in order to enforce the terms of this Agreement, the prevailing party shall be entitled to receive from the faulting party any costs and attorney's fees incurred in enforcing this Agreement from the defaulting party.
- 10.9. This Agreement constitutes the entire agreement between the parties. No changes or modifications may be made in this Agreement except in writing signed by both parties.
- 10.10. The requirements, obligations and conditions contained within this Agreement shall be binding upon Developer, its successors and assigns, and if different than Developer, the legal title holders and any ground lessors. All rights granted hereunder to Developer shall ensure to the benefit of the Developer's successors and assigns, and if different than Developer, the legal title holder and any ground lessors.

- 10.11. This Agreement does not create a joint venture relationship, partnership or agency relationship or fiduciary relationship between the City, or Developer. Except as specifically set forth herein, the parties do not intend this Agreement to create any third-party beneficiary rights.
- 10.12. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, will continue in full force and effect unless amended or modified by mutual consent of the Parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable by the final order of a court of competent jurisdiction, either Party to this Agreement may, in its sole and absolute discretion, terminate this Agreement by providing written notice of such termination to the other Party.
- 10.13. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.
- 10.14. Each Party will execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement, the conditions to development, and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.
- 10.15. The singular will include the plural; the masculine gender will include the feminine; “will” and “shall” are mandatory; “may” is permissive.
- 10.16. Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against any Party based on which Party drafted any particular portion of this Agreement.
- 10.17. The Developer may sell, convey, reassign, or transfer the Property or the Project to another entity at any time.
- 10.18. This Agreement shall be recorded against the Property senior to any respective covenants and any debt security instruments encumbering the Property.
- 10.19. This Agreement is entered into in Tooele County in the State of Utah and shall be construed under the laws of the State of Utah, irrespective of Utah’s choice of law rules, and the parties hereto intend that Utah law shall apply to the interpretation thereof.

- 10.20. Any action to enforce this Agreement shall be brought only in the Third District Court, Tooele County in and for the State of Utah.
- 10.21. Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.
- 10.22. To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representatives for the City and Developer are hereby appointed as indicated on the Cover Sheet.

The Parties may change their designated representatives by providing written notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Project.

- 10.23. No action taken by any Party may be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement will not operate or be construed as a waiver by such Party of any subsequent breach.
- 10.24. The City may not unreasonably withhold, condition, or delay its determination to enter into any agreement with another public agency concerning the subject matter and provisions of this Agreement if necessary or desirable for the development of the Project and if such agreement is consistent with this Agreement and applicable law. Nothing in this Agreement will require that the City take any legal action concerning other public agencies and their provision of services or facilities other than with regard to compliance by any such other public agency with any agreement between such public agency and the City concerning subject matter and provisions of this Agreement.
- 10.25. Each party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated and to execute, deliver, and perform its obligations under this Agreement. Specifically, on behalf of the City, the signature of the City Manager or Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to the Approval Ordinance indicated on the Cover Sheet.
- 10.26. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by email shall be deemed originally signed copies of this Agreement.

- 10.27. Except as expressly modified by this Agreement, any statute or municipal code referred to in this Agreement shall be deemed to include that statute as amended, restated, and/or replaced from time to time, and any successor legislation to the same general intent and effect.
- 10.28. The undersigned certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel during the term of this Agreement. The undersigned further acknowledges that its engagement in a boycott of the State of Israel would be in violation of Utah Code Ann. Section 63G-27-201 and could result in termination of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto, having been duly authorized, have executed this Agreement this _____ day of _____, 20__.

CITY ACCEPTANCE

Grantsville City
By: _____
Its: _____

Attest:

Approval as to Form:

Grantsville City Recorder

Grantsville City Attorney

DEVELOPER ACCEPTANCE

Developer
By: _____
Its: _____

STATE OF UTAH)
 :ss.
COUNTY OF _____)

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

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

Exhibit A

Description of Property

Exhibit B

Depiction of Project

[If there are multiple phases, Exhibit B must include a detailed site plan of the phase seeking initial approval and a general depiction of the remaining area to be developed.]

Exhibit C

Modifications to Development Standards

[If none specified, no modifications are applicable.]

Standard	Existing	Modification	Applicable Code

Exhibit D

Zoning Modifications

[If none specified, no modifications are applicable.]

Exhibit E

Completion Assurance and Bond Requirements

[If none specified, no modifications are applicable.]

Exhibit F

Upsizing Requirements

[If none specified, no modifications are applicable.]

Exhibit G

Additional Project-Specific Requirements

[If none specified, no modifications are applicable.]

AGENDA ITEM #4

Discussion of Proposed Amendments to
Chapter 7 – Conditional Uses



STAFF REPORT

TO: Planning Commission

FROM: Bill Cobabe, Community Development Department

MEETING DATE: November 18, 2025

PUBLIC HEARING DATE: N/A

RE: Consideration of Amendment to the Conditional Uses Ordinance (Chapter 7)

Background

The Code from time to time needs revision to address the changing nature of our departments, the need to clarify some points in the Code, and to provide additional regulations to more closely align with the values and goals of the City. The proposed changes are outlined in detail in the report below and in the subsequent attachments. Please note that the changes in the Code are noted with **additions in green and bold** and ~~deletions are red and strikethrough~~.

Proposed Amendments

(Please refer to the attached documents for the full text of the proposed Code changes).

Chapter 7. Conditional Uses

The current Code allows for certain decisions related to an existing conditional use permit to be amended by approval of the Planning Commission. Certain modifications or changes can be made administratively by the Zoning Administrator, if they are found not to have a significant impact beyond the site. The proposed changes would require that any/all amendments to an approved conditional use permits go through the Planning Commission. Further, it defines the role of the Zoning Administrator as advisory, explicitly removing the authority to modify, remove, or alter conditions imposed.

The process for these amendments is as follows:

1. The Planning Commission makes a determination on a conditional use permit.
2. The applicant reviews conditions discussed and approved by the Planning Commission and, if desired, submits a written request (via email) for exercising the authority granted in Section 7.15 to appeal the conditions.

*** Disclaimer: Please be advised that at no point should the comments and conclusions made by The City staff or the conclusions drawn from them be quoted, misconstrued, or interpreted as recommendations. These inputs are intended solely for the legislative body to interpret as deemed appropriate.*

The information provided is purely for the legislative body to interpret in their own right and context. It is crucial to maintain the integrity and context of the information shared, as it is meant to assist in the decision-making process without implying any endorsement or directive, but it is essential that it is understood within the appropriate scope.



3. The Zoning Administrator and other City Staff reviews the request to determine if it is a change that will not have a significant impact beyond the site. If so, the Zoning Administrator may administratively make an amendment. Otherwise...
4. When/if there is any doubt regarding the appropriateness or impact of the proposed change, the Zoning Administrator may send it to the Planning Commission for review and amendment.

This item is for discussion only at the Planning Commission meeting, pending any changes or revision to the Code agreed upon by the Planning Commission and after due public notice per local and state ordinance.

Staff Analysis

- It is within the rights and authority of the Planning Commission to make recommendations on revisions to the Code. The proposed changes clarify the role of the Zoning Administrator and Planning Commission regarding alterations to already-approved conditional use permits. All recommended changes of the Planning Commission must be approved by the City Council before the ordinance changes go into effect.
 - Staff has worked with the Planning Commission Chair to get language that addresses concerns about potential conflicts with State Code while providing for public input and notification. Changes
-

Attachments

Attachment 1: Proposed Changes to Chapter 7: Conditional Uses

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Attachment 1: Proposed Changes to Chapter 7: Conditional Uses

Chapter 7 Conditional Uses

7.15 Amendment Of A Conditional Use Permit

(a) The Zoning Administrator may administratively consider, approve, or disapprove modifications or changes which are consistent with the purpose and intent of this ordinance. In addition, such administrative determinations may be made only where the following conditions exist:

i. All additions, modifications, or changes are determined not to have significant impact beyond the site. **Significant impact means any measurable or observable effect of a development or land use that extends beyond the property on which it occurs and materially affects neighboring properties, public infrastructure, or community resources, including but not limited to increases in traffic, noise, light, stormwater runoff, or changes to visual character or intensity of use. In determining whether a modification has a significant impact beyond the site, the Zoning Administrator shall consider objective data such as trip generation estimates, drainage calculations, hours of operation, and potential effects on adjoining land uses. The Administrator may require the applicant to provide supporting documentation as needed.**

ii. **The Zoning Administrator shall provide notice of any decision made to modify conditions to the Planning Commission, City Council, and the public on the City's website.**

iii. Any decision of the Zoning Administrator may be appealed within 30 days to the Planning Commission.

(b) The Planning Commission may consider, approve with modifications, or disapprove amendments to a conditional use permit where the Zoning Administrator determines not to make an administrative determination as provided in (a) above and where the following requirements are met:

i. The proposed modification or amendment complies with the intent and purpose of these ordinances.

ii. ~~Reasonable conditions may be attached, where and to the extent that the Planning Commission finds, that the imposition of the conditions will directly mitigate or eliminate some aspect of the proposed amendment that violate the intent and requirements of this chapter. Impacts must be of the magnitude that without the mitigation or elimination thereof, the amendment to the conditional use permit could not be granted.~~ **All conditions of approval, or any modifications of those conditions, shall be based on performance standards outlined in the GLUMDC and other adopted City regulations, standards, and specifications, unless negotiated separately in a master development agreement or other legally binding document.**

iii. All decisions of the Planning Commission regarding approval, denial, the imposition of special conditions may be appealed to the City Council as provided in this Chapter.

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The information provided is purely for the legislative body to interpret in their own right and context. It is crucial to maintain the integrity and context of the information shared, as it is meant to assist in the decision-making process without implying any endorsement or directive, but it is essential that it is understood within the appropriate scope.

AGENDA ITEM #5

Approval of minutes from the October
16, 2025 Planning Commission
Regular Meetings.

Action Summary:

Agenda Item	Item Description	Action
#1	Consideration of the Proposed Preliminary Plat Application for West Haven PUD Subdivision.	Approved
#2	Approval of Planning Commission Regular Meeting Minutes a. September 4, 2025 Planning Commission Regular Meeting b. September 18, 2025 Planning Commission Regular Meetings.	Approved

MINUTES OF THE GRANTSVILLE CITY PLANNING COMMISSION, HELD ON OCTOBER 16, 2025 AT THE GRANTSVILLE CITY HALL, 429 EAST MAIN STREET, GRANTSVILLE, UTAH AND ON ZOOM. THE MEETING BEGAN AT 7:00 P.M.

Commission Members Present: Chair Derek Dalton, Vice-Chair Sarah Moore, Jason Hill, Chris Horrocks

On Zoom: City Attorney Tysen Barker

Commission Members Absent: Debra Dwyer

Appointed Officers and Employees Present: Zoning Administrator Shelby Moore, City Attorney Tysen Barker on Zoom, City Council Member Rhett Butler, Community and Development Director Bill Cobabe, GIS Analyst/ City Planner Tae-Eun

On Zoom:

Citizens and Guests Present:Garry Pinkham, Kelly Baker, Holly Jones

Citizens and Guests Present on Zoom: Jodis iPhone, Kennarae, Tyler Harper Highlands engineering.

Commission: Chairman Derek Dalton called the meeting to order at 7:00 PM.

PUBLIC NOTICE

The Grantsville City Planning Commission will hold a Regular Meeting at 7:00 p.m. on Thursday, October 16, 2025 at 429 East Main Street, Grantsville, UT 84029. The agenda is as follows:

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

AGENDA

1. Consideration of the Proposed Preliminary Plat Application for West Haven PUD Subdivision.

Planning and Zoning Administrator Shelby Moore provided background information, explaining that the agenda item concerned the preliminary plat application for the West Haven PUD subdivision. She noted that the preliminary plat and remaining parcel comply with the previously approved development agreement and PUD standards. Shelby highlighted that while staff initially recommended a 60-foot right-of-way for Cherry Street, the city could not require Holly Jones to provide it, and the remainder parcel would be accepted as shown. She further explained that the remainder parcel corrects legal access for homes on the south side of Cherry Street, rather than using the Butler property, and staff recommended approval of the plat as presented.

Chairman Dalton expressed appreciation that the issues had been resolved since the last meeting and confirmed that no further questions had arisen. Commissioner Hill stated that he had no additional concerns and asked for confirmation that all service runoff and FEMA requirements for the subdivision had been addressed. Shelby confirmed that all service runoff and FEMA requirements had been considered and met. Chairman Dalton noted that he was satisfied as well, acknowledging that the city would manage any future street improvements and Holly Jones could proceed with the project.

Derek Dalton made a motion to recommend approval of the Proposed Preliminary Plat Application for West Haven PUD Subdivision. With the following conditions: The amendment of the Cherry Wood Plat must be completed prior to approval of the West Haven final plat, all stormwater management improvements shall be designed to City standards and approved by the City Engineer, all fees, impact assessments, and dedications required by City Code shall be paid or recorded prior to final plat approval. Sarah Moore seconded the motion. The vote was as follows: Sarah Moore “Aye,” Jason Hill “Aye,” Derek Dalton “Aye,” Chris Horrocks. The motion was carried unanimously.

2. Approval of minutes from the September 4, 2025, and the September 18, 2025 Planning Commission Regular Meetings.

Sarah Moore made a motion to approve the Planning Commission Regular Meeting Minutes from September 4, 2025 Planning Commission Regular Meetings. Jason seconded the motion. The vote was as follows: Sarah Moore “Aye,” Jason Hill

“Aye,” Derek Dalton “Aye,” Chris Horrocks. The motion was carried unanimously.

Sarah Moore made a motion to approve the Planning Commission Regular Meeting Minutes from September 18, 2025 Planning Commission Regular Meetings. Jason seconded the motion. The vote was as follows: Sarah Moore “Aye,” Jason Hill “Aye,” Derek Dalton “Aye,” Chris Horrocks. The motion was carried unanimously.

3. Report from City Staff.

Planning and Zoning Administrator Shelby Moore reported that she, along with Commissioners Sarah Moore and Jason, attended the recent APA conference. She found it very informative, noting that her main takeaway was understanding which aspects of development agreements can be handled administratively versus what requires Planning Commission or City Council review.

Community and Development Director Bill Cobabe added that the Utah Land Use Institute would hold its annual conference on October 21–22 in Sandy. He described it as advanced and geared toward planners, legal professionals, and commissioners, and encouraged attendance, noting the city would cover costs.

Bill announced that Barry Bunderson had been hired as the new city engineer. Barry had already proven valuable in assisting developers, and commissioners were encouraged to contact him with engineering questions.

Commissioner Hill asked whether Barry would perform work similar to the services contracted with Ford, Jones, and DeMille. Bill clarified that Barry would not duplicate that work, as the city still relies on Ensign for engineering reviews. He explained that Barry would oversee certain city projects to ensure no conflicts or ethical concerns, and per his employment agreement, he would not take on independent city projects, though he could work on county projects as time allows. Bill emphasized that Barry’s primary commitment is to the city.

4. Open Forum for Planning Commissioners.

Chairman Dalton opened agenda item four, and asked if anyone had comments. Commissioner Hill, Horrocks, and Sarah Moore, indicated they had none.

Chairman Dalton expressed a desire to read a personal statement regarding a proposed amendment to Chapter 7, Sections 15.1 A and B. Planning and Zoning Administrator Shelby Moore advised that the city attorney should be consulted first, as some emails could be protected by attorney-client privilege. Chairman Dalton clarified that he only intended to read a personal statement, not the emails themselves.

Shelby asked City Attorney Tysen Barker whether it would be appropriate to read the statement. Chairman Dalton explained that the statement reflected his opinion about how a conditional use permit had been handled and did not involve any decisions. Attorney Barker advised that City Council would be a more appropriate forum for such a statement and noted that, as a sitting chairperson, expressing a personal opinion at an official Planning Commission meeting could be inappropriate.

Chairman Dalton accepted the guidance and confirmed he would present his statement during public comment at City Council. He also requested that his proposed revisions to the ordinance be scheduled for a future Planning Commission agenda. Community and Development Director Bill Cobabe confirmed that a public notice could be issued and the item added to the next available meeting.

5. Report from City Council.

City Council Member Rhett Butler reported that the City Council had not met since the last Planning Commission meeting and would not meet again until the following Wednesday due to the high school football game. He requested to review the materials related to Chapters 7 and 15 of the Land Use Code and asked Chairman Dalton to share those with him. Chairman Dalton agreed to send the documents, noting he had forgotten to forward them earlier.

Council Member Butler added that asphalt work was expected to begin in several areas throughout the city in the coming days. Commissioner Hill asked whether the upcoming “Trunk or Treat” or Halloween event was city-hosted. Council Member Butler clarified that it was a community-sponsored event organized by the Grantsville Town Square group.

6. Adjourn.

Derek Dalton made a motion to adjourn. Sarah Moore seconded the motion. The vote was as follows: Sarah Moore “Aye,” Chris Horrocks and Jason “Aye,” Derek Dalton “Aye.” The motion was carried unanimously. The meeting adjourned at 7:15 p.m.

AGENDA ITEM #6

Report from City staff.

AGENDA ITEM #7

Open Forum for Planning Commissioners

AGENDA ITEM #8

Report from City Council.

AGENDA ITEM #9

Adjourn.