

MINUTES
BOX ELDER COUNTY PLANNING COMMISSION
JUNE 6, 1996

The Board of Planning Commissioners of Box Elder County, Utah met in regular session in the Commission Chamber of the Box Elder County Courthouse, 01 South Main in Brigham City, Utah at 7:00 p.m. on June 6, 1996.

The following members were present constituting a quorum:

Richard Kimber	Chairman
Jon Thompson	Member
Louis Douglas	Member
Deanne Halling	Member
David Tea	Member
Stan Reese	Member
Denton Beecher	Ex-Officio member, Surveyor
Marie McKinnon	Deputy Recorder/Clerk

EXCUSED:	Royal Norman	Commissioner/Member
	LuAnn Adams	Recorder/Clerk

AGENDA: (ATTACHMENT NO. 1)

ACTING CHAIRMAN JON THOMPSON PRESENTED THE MINUTES OF APRIL 18, 1996 FOR APPROVAL. A MOTION WAS MADE BY STAN REESE TO APPROVE THE MINUTES AS WRITTEN. THE MOTION WAS SECONDED BY DAVID TEA AND UNANIMOUSLY CARRIED.

HIGH COUNTRY ESTATES PRELIMINARY DESIGN - ALTON VEIBELL AND BRUCE KING

Mr. Alton Veibell and Mr. Bruce King presented the Preliminary Design Plan for a Special Service District for the proposed High Country Estates Subdivision. County Surveyor Denton Beecher reported that the developer has complied with all of the regulations to proceed and they are now in the last phase; proving that they can do what they say they can.

At this point Chairman Richard Kimber arrived and proceeded to conduct the meeting.

A discussion was held regarding the procedure necessary to set up a Special Service District, road maintenance, and utilities.

MOTION: Jon Thompson made a motion to approve the Preliminary Design Plan for the High Country Estates Special Service District; work on roads and public utilities can now begin. The motion was seconded by Louis Douglas and unanimously carried.

HERITAGE HILLS MINOR SUBDIVISION

The owner and developer of the proposed minor subdivision, Alan Bird, and his Contractor Mike Gevas presented a map for the proposed Heritage Hills Minor Subdivision to be located north of Portage. Mr. Bird said they will be hooking on to the Portage water system and would like to eventually annex to the Town of Portage. Because of a recently enacted law requiring a 120 day waiting period, Portage can take no action to annex; therefore, they would like to proceed through the county so that building can begin as soon as possible.

Mr. Bird said the Health Department has completed their tests and needs only to sign the plat. Also Mr. Beecher stated Portage Town will have to approve the plan as part of the road is within the city limits.

A concern was expressed about the road situation. The plan calls for gravel roads to serve the proposed nine lots. It was felt dust could create a problem and the roads would need to be paved. It was decided to add to the plat: "Private road and box Elder County will take no responsibility for Maintenance."

MOTION: David Tea made to motion to approve the Heritage Hills Minor Subdivision contingent on approval by the Bear River Health Department, Portage City; and that when 80 percent of the off site improvements are completed, roads will be paved, and to authorize the Chairman to sign the plat when everything is completed. The motion was seconded by Stan Reese and unanimously carried.

REPORT ON GRAVEL PIT:

(Attachment No. 2)

Mr. Beecher stated someone has started digging in a gravel pit on SR-38 north of the Cedar Ridge Subdivision. He said a letter was written to the owner of the property, Mr. J. D. Norr, advising him a conditional use permit would need to be obtained. Mr. Beecher then received letters from Rupp Trucking Enterprises, Inc. and J. D. Norr (attached) informing him the pit has been in existence for a number of years. Also attached is a copy of a Lease Agreement

dated January 12, 1990 between J. D. and Beverly J. Norr and Rupps Trucking Enterprises, Inc for removing aggregates and road building materials from the area. Mr. Beecher said this would classify the pit as an existing non-conforming use.

The documents were entered into the records of the Box Elder County Planning Commission Meeting of June 6, 1996.

CLEVE STEED MINOR SUBDIVISION

Mr. Beecher said the Garrisons and the Segers would like to build homes and annex into the Town of Plymouth. Because of the change in the law requiring a 120 day wait, it was recommended that they have their properties approved as a county minor subdivision and have building permits issued by the county. There is a letter from the Plymouth Water Department, and the Health Department has approved their septic systems.

MOTION: Stan Reese made a motion to approve the Cleve Steed Minor Subdivision as presented so building can proceed. The motion was seconded by Louis Douglas and unanimously carried.

C. JEPPESEN MINOR SUBDIVISION:

Mr. Beecher presented the C. Jeppesen Minor Subdivision in West Corinne and stated the Health Department has approved their septic system, and they will obtain water from the West Corinne Water Company

MOTION: Jon Thompson made a motion to approve the C. Jeppesen Minor Subdivision and authorize the Chairman to sign. The motion was seconded by Stan Reese and unanimously carried.

MICHAELIS MINOR SUBDIVISION:

Mr. Beecher presented the original and amended plats of the Michaelis Minor Subdivision north of Garland. He said the Health Department has signed the plat and water will be obtained from the Riverside North Garland Water Company.

MOTION: Louis Douglas made a motion to accept the Amended Michaelis Minor Subdivision and authorize the Chairman to sign. The motion was seconded by Stan Reese and unanimously carried.

JUNE 20 PLANNING COMMISSION MEETING:

After a brief discussion, it was felt by the members of the Planning Commission that the June 20 meeting could be canceled and the next meeting be held July 18.

MOTION: Stan Reese made a motion that the June 6 meeting take the place of the regularly scheduled meeting of June 20 and that the next meeting be held July 18, 1996. The motion was seconded by Deanne Halling and unanimously carried.

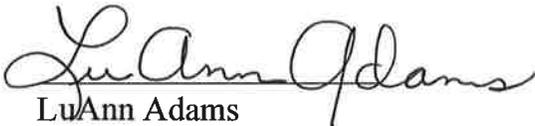
ADJOURNMENT:

MOTION: Stan Reese made a motion to adjourn at 8:15 p.m. The motion was seconded by Louis Douglas and unanimously carried.

Passed and adopted in regular session this 18 day of July, 1996.


Richard D. Kimber, Chairman

ATTEST:


LuAnn Adams
Recorder/Clerk



AGENDA
BOX ELDER COUNTY PLANNING COMMISSION
MEETING PLACE; COUNTY COMMISSION CHAMBERS
BOX ELDER COUNTY COURTHOUSE
BRIGHAM CITY, UTAH

1. Public agenda for the Box Elder County Planning Commission meeting scheduled for June 6, 1996 at 7:00 P.M.
2. Notice given to the newspaper this 5th Day of June 1996.
3. Approval of the minutes of May 16, 1996.
4. Scheduled Delegations:
 - A. High County Estates Preliminary - Alton Veibell.
 - B. Heritage Hills Minor Subdivision - Gary Hansen.
 - C. Report on Gravel Pit on SR-38 North of Cedar Ridge located on Norr property.
 - D. Misc. Minor Subdivisions.
 - E.
 - F.
 - G.
 - H.
 - I.
 - J.
5. Old Business:
 - A.
 - B.

Rupp Trucking Enterprises, Inc.

Septic Tanks, Backhoe & Catwork

DELOY • BLAINE • BRENT • BLAIR

(801) 257-7333

7905 West 9600 North
Tremonton, Utah 84337

MAY 28 1996

Mr Denton H Beecher
Box Elder County Zoning Administrator
01 South Main
Brigham City Utah 84302

RE: Gravel Pit

Dear Mr Beecher

I am in receipt of your letter dated May 23, 1996, addressed to Jay D Norr Etal. This letter concerns a gravel pit in the SE $\frac{1}{4}$ of Section 29, T12N,R,2W parcel no. 06-039-0013.

It may interest you to know that this gravel pit has been in use by Rupp's Trucking since 1990- Prior to 1990 Le Grand Johnson and J.D. Norr were using this pit.

I want to reiterate, Rupp Trucking has hauled pit run out of this pit since 1990. During Dec 1995 Rupp's moved a screen into the pit. It is important to note this pit was not reopened- it has never been closed.

It is unclear at the present time as to the need for a conditional use permit. This gravel pit has been in use for many years prior to the new zoning classification.

After we consult with our legal counsel we will let you know what action we will be taking with regard to this matter.

RESPECTFULLY

Dee Loy Rupp

DEE LOY RUPP
PRES.

Rupp Trucking & Ent Inc

Blaine Rupp

BLAINE RUPP
VICE PRES

Rupp Trucking & Ent Inc



To Whom It May Concern

5-28-96

This is to inform you in regards to my gravel Pit in the SE $\frac{1}{4}$ of Sec. 29, T12N, R2W.

This pit has been in operation for the last 15 years plus - and we have been using it every year. It has never been closed in that length of time. Recently since Dec, 1995 we extended it and installed a screener.

I have a contract with Rupp, Construction for them to use and haul gravel from this Pit as they see necessary for their use. They have been hauling gravel from this pit for the last several years as they needed it.

Sincerely
J. W. Ross
Beverly Ross

LEASE

This agreement made and entered into this 12 day of JANUARY, 1990, by and between J.D. Norr and Beverly J. Norr hereinafter referred to as "NORR" and Rupps Trucking Enterprises, Inc a Utah Corporation, hereinafter referred to as "RUPPS".

WITNESSETH:

That in consideration of the mutual covenants and promises hereinafter set forth, the parties do mutually agree as follows

1. For and in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, Norr hereby leases to Rupps the following described property for the purpose of removing aggregates and road buiding materials on the terms and conditions hereinafter set forth.

SE $\frac{1}{4}$ of Section, 29
T12N, R, 2W
PARCEL NO. 06-039-0013

2. The term of this lease shall be for a period of 99 years.

3. Rupps agree to pay to Norr the sum of twenty cents (\$.20) per cubic yard for all material removed by Rupps from the property described above. In the event material removed is weighed, payment will be made on a tonnage basis at a rate which is equal to the above amount per cubic yard based on determined weight of a cubic yard of material. At the conclusion of every fifth year of this lease, the price shall be increased or decreased so as to correspond to the relative increase or decrease in the consumer price index, or its equivalent, as monitored and published by the United States Government. In the event substantial quantities of aggregate are removed, both parties agree to accept cross-section quantities as a basis for payment.

4. Within 30 days after the end of each month, Rupps shall provide Norr with a written statement evidencing the amount of gravel or material removed, and the calculation of the payment due for said month. The payment, as calculated, shall be submitted along with said statement.

~~In the event~~ Norr disputes the amount of gravel or aggregate removed Norr must indicate in writing that Norr disputes Rupps figures, or it shall be conclusively presumed that Norr and Rupps are in agreement as to the amount of material removed for that period of time. If the figures are disputed by Norr, the parties shall attempt to negotiate an acceptable figure; and if this cannot be accomplished, the parties may submit the matter to an arbitrator or seek a court determination as to the correct amount of the payment.

5. Norr grants to Rupps the right of ingress and egress over and across Norr's property and/or Norr's right of way for a haul road to and from the material site hereinabove described, as well as the right to place, set up, operate and stockpile such equipment and material as is necessary for processing and operations.

6. Rupps agree to remove the gravel in such a way that the pit remains safe, maintaining a proper slope on the walls of said pit, and further agrees that as the material is removed the ground will be left reasonable level, free from debris, tree stumps, large rocks etc.

7. Norr grants to Rupps the right to explore and prospect the property as deemed necessary by Rupps, so as to obtain the aggregate and fill most suitable for Rupps' requirements.

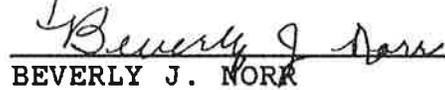
8. This instrument represents the entire agreement between the parties; each of them have read the contents herein, understand the same and agree to be bound hereby, and said Agreement shall be binding upon their heirs, successors and assigns. In the event of a sale of lease of the real property by lessors, any such sale or lease shall be subject to the terms and conditions of this lease agreement

9. In the event of breach of this agreement by any of the parties hereto, the party determined to be in breach of the agreement shall be responsible to the prevailing party for all attorney's fees and court costs incurred in enforcing the terms of this agreement.

DATED this 12 day of January, 1990.

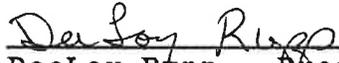


J.D. Norr



BEVERLY J. NORR

Signed:



DeeLoy Rupp President
Rupp Trucking Enterprises, Inc.



Blaine Rupp Vice Pres.
Rupp Trucking Enterprises, Inc.