GRANTSVILLE

CITY COUNCIL

October 18th, 2023

City Council Meeting

Information Packet

Agenda Item #1

Youth Recognition presented by Communities that Care

Agenda Item #2

Public Comment

Agenda Item #3

Summary Action Items

a. Approval of Minutes from the October 4th, 2023 Regular Meeting

b. Approval of the Bills

MINUTES OF THE REGULAR MEETING OF THE GRANTSVILLE CITY COUNCIL, HELD ON October 12, 2023 AT THE GRANTSVILLE CITY HALL, 429 EAST MAIN STREET, GRANTSVILLE, UTAH AND ON ZOOM. THE MEETING BEGAN AT 7:00 P.M.

Mayor and Council Members Present:
Mayor Neil Critchlow
Jolene Jenkins
Scott Bevan
Jeff Hutchins
Darrin Rowberry
Jewel Allen

Council Members Not Present:

Appointed Officers and Employees Present:
Jesse Wilson, City Manager
Braydee Baugh, City Recorder
Brett Coombs, City Attorney

Citizens and Guests Present: Todd Castagno, Matt Christensen, Mat Wansguard, Scott Yermish, Sam Elder, David Jefferies, Heidi Hammond, Mary Chappell, Marlo Meno, Richard Farley, Spencer Connelly, Justin Linares, Paul Cook

There were many members of the public present in person and via Zoom

Mayor Critchlow asked Preslee Minor to lead the Pledge of Allegiance.

AGENDA:

1. Public Hearing: Elk Ridge PID
There were no comments offered
2. Public Comment

Lydia Moffit, Youth City Council Mayor, stood for public comment. Ms. Moffit updated council on the activities Youth City Council has been participating in. Mayor Critchlow recognized Chief Sager and the Police Department for the way they handled the incident at the High School.

3. Summary Action Items

Councilmember Allen asked about the schedule for the Fire Department turn outs and the associated cost. Mayor Critchlow explained they rotate out the older uniforms and keep up with

the equipment as needed. Councilmember Rowberry inquired about the RC Mowers. Councilmember Bevan asked about the utility vehicles for Public Works. Mayor Critchlow advised the vehicles were approved a while ago and not received until now.

a. Approval of Minutes from the September 20, 2023 Work Meeting and Regular Meeting

b. Approval of Bills totaling $537,463.30

Motion: Councilmember Allen made a motion to approve the summary action items.

Second: Councilmember Rowberry seconded the motion.

Vote: The vote was as follows: Councilmember Rowberry, "Aye", Councilmember Hutchins, "Aye", Councilmember Bevan, "Aye", Councilmember Allen "Aye", and Councilmember Jenkins, "Aye". The motion carried.

4. Consideration of Resolution 2023-57 approving the Creation of the Elk Ridge PID

Sam Elder was present for this item. Mr. Elder explained this is for the Governing Documents for the PID. Councilmember Allen appreciated the answers provided regarding the taxing increments.

Motion: Councilmember Allen made a motion to approve Resolution 2023-57 for the Creation of the Elk Ridge PID

Second: Councilmember Jenkins seconded the motion.

Vote: The vote was as follows: Councilmember Rowberry, "Aye", Councilmember Hutchins, "Aye", Councilmember Bevan, "Aye", Councilmember Allen "Aye", and Councilmember Jenkins, "Aye". The motion carried.

5. Consideration or Resolution 2023-58 approving the Final Plat for Hale Street Market located at 6 East Main Street

Councilmember Jenkins wanted to note this building was the oldest functioning gas station in Grantsville and would like to see the building history kept.

Motion: Councilmember Rowberry made a motion to approve Resolution 2023-58 for the Final Plat for Hale Street Market

Second: Councilmember Bevan seconded the motion.

Vote: The vote was as follows: Councilmember Rowberry, "Aye", Councilmember Hutchins, "Aye", Councilmember Bevan, "Aye", Councilmember Allen "Aye", and Councilmember Jenkins, "Aye". The motion carried.

6. Consideration of Resolution 2023-59 approving the Interlocal Cooperative Operations Agreement

Mayor Critchlow suggested tabling this item. Councilmember Allen advised that for transparency the agreement is related to connecting all the water systems within the county. Councilmember Allen advised that water is an important asset within the valley and the County has not provided any information addressing concerns she has reached out regarding. Councilmember Jenkins advised that she is disappointed in the information provided or has not provided the Council.

> **Motion:** Councilmember Allen made a motion to deny Resolution 2023-59 approving the Interlocal Cooperative Operations Agreement.
>
> **Second:** Councilmember Rowberry seconded the motion.
>
> **Vote:** The vote was as follows: Councilmember Rowberry, "Aye", Councilmember Hutchins, "Aye", Councilmember Bevan, "Aye", Councilmember Allen "Aye", and Councilmember Jenkins, "Aye". The motion carried.

7. Discussion regarding the Preliminary Plan for Heritage Farms Subdivision

Shawn Holste and Matt Christensen with Focus Engineering were present for this item. Mr. Holste explained they have 130 lots that are 100% conforming with City code. Mr. Holste commented the review process for this development has been significantly time consuming. Mayor Crithclow advised the corrections were not addressed the first time by the developer, which is why there were 6 DRCs. Mayor Critchlow advised he would like to see Shelley Lane and Zachary Lane connected. Councilmember Jenkins asked City Engineer, Dan England, if there was truth to the rumor the City is trying to avoid Cul-de-sacs. Mr. England advised he does believe that is the direction the City is going. Councilmember Allen appreciated Mr. Holste taking into consideration the resident's comments.

8. Discussion regarding the Preliminary Plan for Desert Edge Subdivision PUD

Spencer Connelly and Matthew Wansgard were present for this item. Mr. Connelly advised this project is 128 acres and was purchased with an executed Development Agreement. Mr. Connelly wanted to note the Multi-Use zone and that LGI is not building the commercial, as they do not own that portion of the project. Councilmember Allen asked how this project would help Grantsville. Mr. Connelly advised the tax revenue would be substantial, there is a 5 acre park that will be fully improved, trail, and 12 inch water line that will be paid for by the developer. Councilmember Allen asked why the trail did not loop. Mr. Connelly advised the trail backs to Old Lincoln Highway and the road traffic is an issue. Councilmember Jenkins asked how the commercial portion of the property was separated from the residential portion.

9. Discussion regarding the rezone of 63.70 acres located at North Cooley & 445 N Hale to go from an A-10 zone to an RR-1 zone designation

Justin Linares was present for this item. Mr. Linares advised there are three parcels involved in this rezone. Mr. Linares advised the surrounding area is RR-1 and this request meets the general plan.

10. Discussion regarding the rezone of 15.11 acres located at 400 North Cooley to go from an A-10 zone to an RR-1 zone designation

Paul Cook was present for this item.

11. Discussion regarding the Final Plat for Alington PUD

Todd Castagno was present for this item. Councilmember Jenkins wanted to note the commercial would be needed to be developed. Mr. Castagno advised Phase 1 includes commercial and residential. Mr. Castagno advised there are about 35 residentials. Councilmember Rowberry inquired to what the commercial plan was. Mr. Castagno advised there is nothing official.

12. Discussion regarding the concept plan for the Matthews Lane Development

Marlo Meno and Mary Chappel were present for this item. Ms. Meno noted the priority needed to be commercial. Ms. Meno advised there is an issue with the width of Matthews Lane. Councilmember Allen wanted to clarify where Soelbergs would be sitting.

13. Council Reports
Councilmember Jenkins: Will post the Summer of Fun video and Scavenger Hunt on her website. Would like the City to have a booth at Honey Harvest Festival. Will be posting an Amazon list for older teens at the hospital.
Councilmember Bevan: Historical Preservation Committee will be having a booth at Honey Harvest Festival. Will be taking orders from Merrill Nelson's books. Sending applications out for the Beautification Committee.
Councilmember Allen: Participated in the Main Street steering committee and discussed active transportation plan. Will be requesting the planner to come speak to City Council regarding the plan and direction that plan is going.
Mayor Critchlow: Appreciates the response the Police Department had regarding the incident at the High School and received several calls complimenting the Police Department handling of the situation.

14. Closed Session (Imminent Litigation)

Motion: Councilmember **Hutchins** made a motion to enter into a closed session.

Second: Councilmember **Rowberry** seconded the motion.

Vote: The vote was as follows: Councilmember Rowberry, "Aye", Councilmember Hutchins, "Aye", Councilmember Bevan, "Aye", Councilmember Allen "Aye", and Councilmember Jenkins, "Aye". The motion carried.

15. Adjourn

Motion: Councilmember Jenkins made a motion to adjourn

Second: Councilmember Rowberry seconded the motion.

Vote: The vote was as follows: Councilmember Rowberry, "Aye", Councilmember Hutchins, "Aye", Councilmember Bevan, "Aye", Councilmember Allen "Aye", and Councilmember Jenkins, "Aye". The motion carried.

Agenda Item #4

Approval of Wastewater Treatment Plant Design Bond Advance

State of Utah

SPENCER J. COX
Governor

DEIDRE HENDERSON
Lieutenant Governor

Department of
Environmental Quality

Kimberly D. Shelley
Executive Director

DIVISION OF WATER QUALITY
John K. Mackey, P.E.
Director

Water Quality Board
Steven K. Earley, Chair
James Webb, Vice Chair
Carly Castle
Michela Harris
Joseph Havasi
Trevor Heaton
Michael D. Luers
Kimberly D. Shelley
John K. Mackey
Executive Secretary

May 30, 2023

VIA EMAIL
(Read Receipt Requested)

Mayor Neil A. Critchlow
Grantsville City
429 East Main Street
Grantsville, Utah 84029

Subject: Grantsville City Design Advance Authorization Letter

Dear Mayor Critchlow,

On April 26, 2023 the Utah Water Quality Board authorized a Design Advance to Grantsville City in the amount of $300,000.00. The Design Advance is subject to the General Provisions as well as the Special Grant Provisions as outlined in the Design Advance Agreement.

Please review the design advance agreement and email it to: eqwqfinance@utah.gov

Upon receipt, the agreements will be signed by the Division of Water Quality and will be forwarded to the Utah Division of Finance for final processing.

Please ensure your entity has completed the vendor set up process in order to be reimbursed for eligible expenses for the design advance. This may include providing an updated W9 and registering in the Payment Works system.

If you have any questions or concerns regarding your design advance agreement, please contact Glen Lischeske at telephone number 385 228-5739 or by email at glischeske@utah.gov or Adriana Hernandez at 385-315-2186, adrianahernandez@utah.gov.

Sincerely,

Utah Water Quality Board
John K. Mackey, P.E
Executive Secretary

GL:AH:cjh

Enclosures: 1. Design Advance Agreement (DWQ-2023-006578)

Cc: Via Email
Brian Slade, Tooele County Health Department

DWQ-2023-006582

Contract#: _____
Amount: $300,000.00
Applicant: Grantsville City
Tax ID#: _____

DESIGN ADVANCE

WATER QUALITY BOARD HARDSHIP GRANT FUND

STATE OF UTAH

Department of Environmental Quality
Division of Water Quality

This design advance agreement is entered into by and between the State of Utah, Department of Environmental Quality, Division of Water Quality, Water Quality Board (hereinafter the "BOARD") and

GRANTSVILLE CITY

applicant for financial assistance under the Water Quality Board provisions contained in Title 73, Chapter 10C, Utah Code Annotated 1953 (hereinafter the "APPLICANT"). Pursuant to the provisions of the Statute, and the powers and functions of the Water Quality Board, the BOARD hereby finds and determines, based upon the formal application of the APPLICANT, the evidence provided by the APPLICANT to the BOARD and its staff, and information developed by the BOARD in its own investigations and at the hearings on the application of the APPLICANT, the following, that:

1. The APPLICANT is a political subdivision pursuant to Section 73-10c-2 (10) of the laws of the State of Utah.

2. The proposed project has been determined to meet wastewater project loan considerations.

3. The project has been determined by the BOARD to not be economically feasible unless a design advance is provided.

4. The APPLICANT has been authorized by the BOARD pursuant to Section 73-10c-4 (5) to receive a design advance.

Based upon these findings, the BOARD is authorized and empowered to, and does hereby, enter into the following agreement with the APPLICANT.

PAYMENT OF THIS CONTRACT IS SUBJECT TO THE FOLLOWING PROVISIONS:

GENERAL PROVISIONS

1. The BOARD shall provide the APPLICANT the amount of **$300,000.00** (DESIGN ADVANCE AMOUNT) for the completion of the Project as described in Exhibit-1, Work Description and Cost Breakdown.

2. The APPLICANT shall complete the Project described in Exhibit-1, Work Description, and Cost Breakdown within the time period identified in the Plan of Study or Engineering Plan. If work on the project is not completed by **June 30, 2025** this advance may be canceled by written notice from the BOARD to the APPLICANT. No work completed after receipt of the notice shall be reimbursable.

3. The APPLICANT shall comply with the special advance provisions identified in the SPECIAL ADVANCE PROVISIONS.

4. The APPLICANT shall notify the BOARD in writing of any proposed modification to the Project that alters Exhibit-1, Work Description and/or an amount. If such notification is not received, the cost of the proposed modification will be disallowed.

5. All unused funds must be returned to the BOARD. Funds returned, as surplus to the BOARD shall be applied as a reduction of the advance amount.

6. The funds shall be deposited with other funds necessary to complete the project into a supervised escrow account after loan closing. All disbursements from the account will be reviewed and certified by the APPLICANT and the BOARD.

7. The APPLICANT shall comply with all laws that normally govern its affairs in regard to contracts, fiscal procedures, and procurement procedures.

8. The APPLICANT shall indemnify and hold harmless the State of Utah, the Department of Environmental Quality and their officers, agents and employees from and against any and all loss, damage, injury, liability, and claims, including claims for personal injury or death, damages to personal property and liens of workmen and material men, howsoever caused, resulting directly or indirectly from the performance of this agreement by the APPLICANT, including attorney's fees and costs in the investigation or defense of any claim, whether or not the claim has merit.

9. The APPLICANT shall be an independent contractor, and, as such, shall have no authorization, express or implied, to bind the State of Utah the Department of Environmental Quality, the Division of Water Quality or the Water Quality Board to any agreement, settlement, liability, or understanding whatsoever, nor to perform any acts as agent for the State of Utah, except as herein expressly set forth.

10. APPLICANT expenditures under this advance determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the advance or that are inadequately documented, and for which payment has been made to the APPLICANT will be immediately refunded to the BOARD by the APPLICANT. The APPLICANT further agrees that the BOARD shall have the right to withhold any or all-subsequent payments under this or other contracts to APPLICANT until recoupment of overpayment are made.

11. This agreement may be altered, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of this agreement. The BOARD will allow no claim for services furnished by the APPLICANT, not specifically authorized by this Agreement.

12. If it is determined that in any manner the design advance was improperly made or entered into, or if the monies are or were used improperly or contrary to the terms of this agreement, the APPLICANT shall pay to the BOARD the amount of all monies and benefits received by the APPLICANT by the BOARD.

13. The APPLICANT will designate a representative or representatives to assist their consultant and the State of Utah in coordination with the communities governing board and planning decisions.

SPECIAL ADVANCE PROVISIONS

1. The Division of Water Quality must approve the engineering agreement and plan of design before the advance will be executed.

2. The Design Advance must be expeditiously repaid to the Board once long-term project financing has been secured.

3. The City must agree to participate annually in the Municipal Wastewater Planning Program (MWPP).

4. As part of the facility planning, the City must complete a Water Conservation and Management Plan.

Exhibit No. 1

Work Description and Cost Breakdown

GRANTSVILLE CITY
DESIGN ADVANCE

SCOPE OF WORK

This advance will provide funding to design a new treatment system capable of meeting phosphorus requirements and 20-year projected flows.

IMPLEMENTATION SCHEDULE:

It is estimated that the design will be completed by June 30, 2025.

COST ESTIMATE:

The estimated cost for design services is $1,485,000, including $1,450,000 for consulting services and $35,000 additional for Administration and Legal services. The City will provide a local contribution of $485,000.

Agenda Item #5

Consideration of Resolution 2023-60 approving the Master Services Agreement with Off Duty Management for the Grantsville Fire Department

GRANTSVILLE CITY
RESOLUTION NO. 2023-60

A RESOLUTION APPROVING AN AGREEMENT WITH OFF DUTY MANAGMENT FOR OFF-DUTY MANAGEMENT FOR THE GRANTSVILLE CITY VOLUNTEER FIRE DEPARTEMENT

Be it enacted and ordained by the City Council of Grantsville City, Utah as follows:

WHEREAS, the City manages several fire department volunteers as members of the Grantsville City Volunteer Fire Department (GCVFD); and

WHEREAS, GCVFD calls upon its members and officers to voluntarily appear at certain public events on behalf of the GCVFD in order to enhance the safety and security of the community at large; and

WHEREAS, the City has traditionally administratively managed and monitored off-duty employment;

WHEREAS, the City has determined that the best means to administratively manage and monitor the off-duty volunteer program is through a formalized contract with an established provider of services of that type; and

WHEREAS, the City and Off Duty Management, Inc desire to enter into an Agreement for the provision of Services listed in the contract; and

WHEREAS, the Grantsville City Council hereby determines that it is in the best interest of the City to approve the Master Services Agreement with Off Duty Management, Inc., attached as "Exhibit A."

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRANTSVILLE CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Master Services Agreement. The City of Grantsville hereby approves the Master Sales Agreement attached as Exhibit "A", and authorizes the City Manager to sign it.

Section 2. Severability Clause. If any part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution and all provisions, clauses and words of this Resolution shall be severable.

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS 18th DAY OF OCTOBER, 2023.

BY ORDER OF THE
GRANTSVILLE CITY COUNCIL

_____
By Mayor Neil Critchlow

ATTEST

_____
Braydee Baugh, City Recorder

OFF DUTY MANAGEMENT

Built By Officers For Officers

Master Services Agreement

This Master Services Agreement ("Agreement") is entered into as of the Effective Date below and is between OFF DUTY MANAGEMENT, Inc., a Texas Corporation, with offices located at 1906 Avenue D, #200, Katy, Texas 77493 ("ODM" or "Contractor") and the Grantsville Fire Department, having its principal offices at 26 N Center St., Grantsville, UT 84029 ("Client" or "Agency"). ODM and Client are sometimes individually referred to herein as "Party" and collectively as the "Parties."

"Effective Date" _____
If no date is specified, the Effective Date of this Agreement is the date of the last signature below.

"Recitals" In consideration of the reciprocal promises, covenants and agreements contained in the Agreement, and for other good and valuable consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. Services

1.1 Statements of Work and the Services.

(A) Except where expressly stated otherwise to the contrary, ODM shall perform, at its sole expense, the Services described in this Agreement, and any applicable Statements of Work (or schedules or other attached documents) that the Parties may execute from time to time during the term of this Agreement. As used in this Agreement, "Statement of Work" or "SOW" means a Statement of Work executed pursuant to this section 1.1, including all schedules, exhibits, and attachments thereto, as each may be amended from time to time and agreed to in writing by an authorized representative of the Parties. "Services" as used in this Agreement means, collectively, the services, deliverables, and functions to be provided by ODM under this Agreement. ODM shall provide the requisite staff and resources necessary to provide Client with the services described in this Agreement, and any applicable Statement of Work. ODM shall provide Client with support services for the coordination, management, and provision of its personnel related to the Client's off duty uniformed officer outside employment services. ODM shall provide Client with support and administrative services specific to Customer off duty outside employment requests and assignments that include, but are not limited to scheduling, billing, payroll, and reporting.

(B) Each Statement of Work shall include a description of the Statement of Work, schedules, rates, and other specifications and terms the Parties agree are applicable to such Statement of Work. Statements of Work shall, upon execution by authorized representatives of the Parties, be deemed incorporated into this Agreement.

(C) Customer is defined as any person or entity requesting Client's off-duty officer outside employment services.

Invoicing and Payment. Client acknowledges that ODM will charge Customers the officer's pay rate plus an administrative fee per assignment as specified in the applicable Statement of Work and any applicable sales tax if required by any state or local taxing authority. ODM reserves the right to require Customers to either prepay or pay by credit card for the services requested, including any applicable administrative fee, and sales tax. Customer shall pay ODM's invoice(s) within thirty, (30) days after the date that Customer receives such invoice(s). An overdue payment charge of 1.5% per month may be imposed by ODM on all past due, undisputed balances. Where state law mandates a lower past due payment charge, the overdue payment charge shall be lowered to the highest rate that is legally permitted. If payment of such unpaid, past due, and undisputed amounts is not promptly received in accordance with the terms hereof, then ODM will have the option to terminate services at one or more of Customer's facilities following ODM's provision of at least two (2) days' notice to Customer.

- Credit Card Payments: For customers paying by credit or with a debit card there will be an additional 3.0% bank fee assessed.

2. Term and Termination

2.1 This Agreement is valid for a term of two years from the date of the most recent signature unless terminated in accordance with the terms of this Agreement. "Term" in this Agreement includes the aforementioned period in addition to any applicable renewal.

2.1 Renewals. With the mutual written consent of the Parties, the Term of this Agreement may be renewed up to a maximum of two (2), one (1) year periods. Any renewal under this subsection 2.2, will be a continuation of the same terms and conditions as set forth in this Agreement, and any applicable addendums. Contractor can adjust the current customer administrative fee based on inflationary factors up to 1.5% in conjunction with renewal. Contractor must provide no less than 30 days written notice in conjunction with any renewal increases. This Agreement will be deemed to be renewed up to renewal limitations established in 2.2, unless either Party provides notice of intent not to renew at least 30 days prior to the renewal date.

2.2 Termination.

(A) Either party may terminate this Agreement for convenience and without cause, at any time, by giving the other party, thirty (30) days advance written notice designating the date of termination.
Any notice required or permitted under this Agreement shall be sent in accordance with Section 8 of this Agreement.

(B) Each party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days following receipt of written no tice of such breach from the other party.

(C) It is the intent of the Parties that, where allowed by law, they be placed in their respective positions immediately before their entry into this Agreement in the event of termination or expiration of this Agreement.

2.3 Permits and Licenses. ODM shall, at ODM's expense, obtain and maintain all necessary permits, licenses, and government approvals needed to perform its obligations under this Agreement. To the extent possible and requested by ODM, the Client shall provide reasonable assistance in obtaining permits, licenses, and government approvals.

2.4 Business Name. ODM shall conduct business under its own name. ODM shall not use the Client's name, nor the name of Client's Affiliates, in providing the Services.

2.5 Contractor's Judgment. ODM shall determine the specific time and manner in which the Services are performed pursuant to this Agreement, and the resources that are used to perform such Services. Client shall have no authority to direct the day-to-day activities of ODM or any of ODM's employees, agents, or independent contractors (together with Contractor, the **"Staff"**). Client retains authority and responsibility for officers' behavior when working off-duty for a private entity.

3. Relationship

3.1 Client and ODM agree that neither party has the authority to bind or make any commitment on behalf of the other, nor are any of either party's employees entitled to any employment rights or benefits of the other party.

3.2 Nothing herein shall be deemed or construed to create a joint venture, partnership, agency, or employer/employee relationship for any purpose.

3.3 Client is interested in the end results to be achieved by this Agreement, and ODM shall have full power and authority to select the means, manner, mode, and methods of performing the Services hereunder, subject to compliance with performance and quality control standards mutually agreed to.

3.4 ODM shall be solely responsible for paying the wages or other compensation of its Staff and all related withholding taxes, workers' compensation insurance, and other obligations pertaining to its Staff.

4. Confidential Information

4.1 Definition of Confidential Information. Any information disclosed by either Client or ODM as a **"Disclosing Party"** to the other party as a **"Receiving Party"** or otherwise learned by the Receiving Party in connection with the performance of the Services here under, and marked as "Confidential", or any information whose confidential nature is reasonably obvious from the content of the information and context of the disclosure ("Confidential Information") shall be treated by Receiving Party as confidential information of the Disclosing Party. The Confidential Information includes, but is not limited to, personal, consumer, customer, Client, or employee information; business plans, marketing information, cost estimates, forecasts, bid and proposal data, or financial data; or formulae, products, processes, procedures, programs, inventions, systems, or designs of the Disclosing Party.

CONFIDENTIAL

4.2 Ownership and Use. The Receiving Party acknowledges that all Confidential Information remains the property of the Disclosing Party. Receiving Party agrees not to use any Confidential Information for any purpose except pursuant to this Agreement. The Receiving Party shall keep all Confidential Information in confidence and shall not disclose any Confidential Information to any third party. The Receiving Party shall not use any Confidential Information for any purpose other than pursuant to this Agreement. Such obligations do not apply to information which 1) is or hereafter becomes generally known, or 2) is hereafter furnished to the Receiving Party by a third party without restriction on disclosure, or 3) is subject to the Texas Public Information Act as provided by Texas Government Code 552.

4.3 Protection. ODM will implement and maintain safeguards for Confidential Information sufficient to (1) ensure the security and confidentiality of the Confidential Information, (2) protect against anticipated threats or hazards to the security or integrity of such Confidential Information, and (3) protect against unauthorized access to or use of such Confidential Information. ODM has established and will follow procedures for all employees with access to Confidential Information to protect the privacy of such information. At a minimum: (i) ODM shall not transmit Confidential Information across unsecured communication channels or wireless LANs, and shall ensure that all Confidential Information, whether in transmission or storage is secured against unauthorized access and/or distribution through encryption, authentication and robust access, distribution and replication controls; (ii) ODM shall implement security assessment tools to monitor the system resources and security controls; (iii) ODM shall implement and maintain detection and intrusion response and recovery plans for monitoring potential unauthorized access to its systems, and shall maintain regularly updated anti -virus and spyware software on all computers (laptops, desktops, servers, etc.) connected to its network; (iv) ODM shall implement and maintain security alert mechanisms to generate alerts on attempted breaches and attacks that could compromise the integrity of Confidential Information.

4.4 Security. ODM will notify Client as soon as possible in the event it believes or has reason to believe, that either a loss of Confidential Information or security breach has occurred and will aid in identifying appropriate information relating to the breach.

4.5 Return. Within five days following the earlier of (i) the request of the Disclosing Party, or (ii) the expiration or termination of this Agreement, Receiving Party shall return to the Disclosing Party or destroy all Confidential Information and all related documents and materials. Such Confidential Information must be destroyed by modifying, shredding, erasing, or otherwise making the information unreadable or undecipherable.

4.6 Injunctive Relief. The parties acknowledge that the Disclosing Party may not have an adequate remedy at law in the event of any breach or threatened breach of this Agreement pertaining to the Confidential Information and intellectual property and that the Disclosing Party or its customers or suppliers may suffer irreparable injury as a result. In the event of any such breach or threatened breach, the Receiving Party hereby consents to the granting of injunctive relief without the posting by the Disclosing Party of any bond or other security.

5. Trademarks and Intellectual Property

5.1 Neither party may use the other party's name, logo, trade or service marks, or similar indicia (each a "Trademark") without the other party's prior written consent. Except as expressly stated herein, each party retains all rights, title, and interest in and to its intellectual property.

5.2 ODM is, and shall be, the sole and exclusive owner of all right, title, and interest in and to all intellectual property developed and/or deployed in the performance of the Services, including any methods, systems, plans, software (including the OfficerTRAK® software), tools, and equipment.

5.3 The performance of the Services may require Client to make use of ODM's technology, such as but not limited to OfficerTRAK® software, the use of which requires the acknowledgment and agreement to the terms and conditions thereof. Client acknowledges and agrees that failure to comply with the terms of use thereof constitutes a breach of Client's obligations hereunder.

6. Warranties

6.1 ODM warrants that all Services provided hereunder shall be performed in accordance with generally accepted standards for the industry to which such Services relate. If any Service or work product does not meet the warranties set forth above, ODM will do everything necessary, without charge, to bring the Services or work product, as applicable, into compliance with such warranties in a timely manner. Client acknowledges that the furnishing of the Services provided for herein by ODM does not guarantee protection against all contingencies.

6.2 ODM warrants that it will perform and provide the Services in compliance with all policies and procedures of Client as may be provided from time to time by Client, and all laws, rules, and regulations applicable to the Services and/or Contractor in its performance and delivery of the Services. Should those laws, rules, and regulations change after the execution of this Agreement, ODM may be entitled to an equitable adjustment to this Agreement.

CONFIDENTIAL

7. Insurance

ODM, at its own cost and expense, will maintain the following minimum insurance coverages throughout the term of this Agreement with an insurance carrier which is at least rated "A-" or "VII" by A.M. Best (or equivalent, if not rated by A.M Best):

General Liability	$1,000,000 Each Occurrence/$5,000,000 Aggregate
Employer's Liability	$1,000,000 per occurrence
WCI	State Statutory Workers Compensation Insurance
Umbrella Liability	$10,000,000
Automobile Liability	$1,000,000 (Auto liability coverage excludes collision insurance)

A combination of primary and excess/umbrella liability policies will be acceptable to meet the limits specifically required hereunder.

All certificates of insurance shall name Client as additional insured with respect to general liability coverage and shall require that Client be provided with at least thirty (30) days advance written notice of cancellation. General Liability insurance shall cover claims for bodily injury, death, personal injury, and proper ty damage occurring during the performance of the Services. ODM shall provide certificates of insurance to Client prior to the Agreement Effective Date, and thereafter upon the renewal of all policies to be maintained hereunder.

8. General Provisions

8.1 Notices. Legal Notices under this Agreement shall be in writing. Notices may be served by certified mail, postage paid with return receipt requested; by private courier, prepaid; by facsimile, or other telecommunication devices capable of transmitting or creating a written record; or personally. Mailed notices shall be deemed delivered three (3) days after mailing, properly addressed. Couriered notices shall be deemed delivered on the date that the courier represents that delivery will occur. Telecommunicated notices shall be deemed delivered when receipt is either confirmed by confirming transmission equipment or acknowledged by the addressee or its office. Personal delivery shall be effective when accomplished. Unless a party changes its address by giving notice to the other party as provided herein, notices shall be delivered to the parties as follows:

If to ODM, to Principal Place of Business: 1906 Ave D, #200, Katy, Texas 77493; and If to Client, to:

Attn: Chief Travis Daniels, 26 N Center Street, Grantsville, UT 84029

8.2 Assignment and Delegation

(A) No Assignment or Delegation. Neither party may assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party. Any such assignment or delegation is prohibited under this subsection, except for a change of control, in which instance an assignment of rights and obligations is deemed to be approved.

(B) Ramifications of Purported Assignment or Delegation. Without limiting any other remedy ODM may have against Client for such purported assignment, any purported assignment of rights or delegation of performance in violation of this section is void.

(C) Successors and Assigns. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

8.3 Governing Law/Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to principles of conflicts of law thereof. Further, the parties expressly consent to the exclusive jurisdiction and venue in the applicable Division of the United States District Court where the defendant Party is located or the Texas District Courts in the county in which the defendant Party is located, and if located in more than one county, in the county in which the principal offices of the defendant Party are located, and all applicable appellate courts. Accordingly, any action or proceeding brought by either party which is based on, or derives from, this Agreement will be brought to such courts.

8.4 Attorneys' Fees and Court Costs. If any suit or action arising out of or related to this Agreement is brought by any party, the prevailing party shall be entitled to apply to the courts for the recovery of any direct and reasonable costs and fees (including without limitation direct and reasonable attorney fees, the fees and costs of experts and consultants,) incurred by such party in such suit or action, including without limitation any post-trial or appellate proceeding.

Limitation of Liability. To the extent permitted by law, neither party will be liable to the other or any third party for lost profits, incidental, consequential, punitive, special, exemplary, or indirect damages of any kind, even if such party has been advised of such damages in advance or such damages were foreseeable.

CONFIDENTIAL

8.5 Medical Malpractice. To the fullest extent permitted by law, Client will defend, indemnify, and hold harmless Off Duty Management and its personnel, officials, and employees from and against any third -party general or medical malpractice claims arising directly from any medical services, procedures, advice or first aid performed during the entire scope of any off-duty assignments administered and managed by Off Duty Management as a result of this agreement and the administration of ODM's comprehensive services on behalf of Boston Emergency Medical Services.

8.6 Entire Agreement. This Agreement (including, without limitation, all applicable schedules and attachments referenced in and attached to this Agreement) constitutes the final, complete, and exclusive statement of the agreement between the parties with respect to the subject matter hereof and cannot be altered, amended, or modified except in writing signed by an authorized representative of each party.

8.7 Headings. The section headings in this Agreement are included for convenience only; they do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

8.8 Survival. The following provisions shall survive expiration or termination of the Agreement: Trademarks and Intellectual Property, Confidentiality, Warranties, Limitation of Liability, Insurance, and any other provisions that by their nature are intended to survive expiration or termination of this Agreement.

8.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which is deemed an original, but all of which together shall constitute one and the same instrument. Further, each party agrees to accept telefax signature pages as originals.

8.10 Severability. In the event that any provision contained in this Agreement is held to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of this Agreement shall in no way be affected or impaired thereby.

8.11 Employment Contracts. Any responsibility and/or liability with regard to any employment contract between Client and any law enforcement personnel assigned to a Customer worksite shall be the exclusive responsibility and/or liability of Client and ODM shall not be a party to any such agreement. ODM will have neither responsibility nor liability in connection with or arising out of any such employment contract except to prepare checks and to pay any such employee who is a party to such a contract, in conformity with the information provided by Client. With respect to any employment contract between Client and any law enforcement personnel assigned to a Customer worksite, Client shall be acting solely on its own volition and responsibility with regard to all aspects of any such contract, including but not limited to its negotiation, compliance, implementation, renewal, enforcement, and termination.

8.12 Authority. This Agreement shall be valid and enforceable only upon signature by an authorized person with authority to execute this Agreement on behalf of ODM. Any individual signing this Agreement on behalf of Client represents, warrants, and guarantees that he or she has full authority to do so. Each party represents that it has the power and actual authority to enter into this Agreement and to be bound by the conditions and terms contained herein.

8.13 Waiver. No delay or omission by a party in exercising any right or remedy under this Agreement shall operate to impair such right or remedy or be construed as a waiver thereof.

8.14 Force Majeure. Neither party shall be liable to the other party in any manner whatsoever if it is unable to perform any of its obligations under this Agreement due to any cause beyond its reasonable control including but not limited to acts of God, war or national emergency, riots, civil commotion, terrorism, fire, explosion, flood, epidemic, acts of Government, highway authorities, telecommunications network operators or other competent authorities or interruption of, or inability in obtaining, supplies or services from third parties.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

Off Duty Management, Inc:

By: _____

Printed Name: Sherry Rowley

Title: Chief Executive Officer

Date: _____

Grantsville Fire Department

By: _____

Printed Name: Travis Daniels

Title: Chief

Date: _____

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EXHIBIT A
STATEMENT OF WORK

Scope of Services — October 9, 2023

Off Duty Management (ODM) will manage all external customer requests for the off-duty Fire Department Personnel outside employment (positions that require similar training and capacity as a fire fighter for the City of Grantsville including fire watch, public safety, and event oversight) as of Go Live date. ODM will manage the following for the agency:

- Fire Department Personnel Payroll
- Scheduling
- Invoicing/Collections

Policies/Procedures

- ODM will comply with all applicable agency orders, rules, and policies.
- ODM will coordinate with the agency should there be any questions with a customer or assignment.
- Agency will modify existing off-duty policies to incorporate ODM management and administration.
- The Fire Department will determine which fire apparatus is needed for a specific event.
- A supervisor is required for every event unless otherwise designated by the Fire Chief.
- The city of Grantsville must receive customer signed city event permit prior to ODM scheduling trucks/firefighters.

Payroll/Rates and Fees

- Off-duty Fire Department Personnel interested in working for ODM through this agreement will be required to sign up as 1099 contractors.
- Off-duty Fire Department Personnel will be paid weekly for any work completed through ODM for the prior week.

Pay Rates

Type	Hourly Rate	Notes
Supervisor	$60	
Firefighter	$50	
Brush Truck	$52	Required: Supervisor plus two (2) firefighters
Ladder/Tower Truck	$57	Requited: Supervisor plus four (4) firefighters
Pumper Truck	$57	Required: Supervisor plus four (4) firefighters
Tender Truck	$57	Required: Supervisor plus four (4) firefighters

Fire Apparatus/Equipment

- Fire Apparatus hourly fees per chart above.
- Fire Apparatus fees will be sent to the city finance department weekly via ACH.

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Customer Fees

- Off-duty Fire Department Personnel hourly pay rate plus 12.5% ODM admin fee per hour.
- Fire Apparatus hourly fee plus 12.5% ODM admin fee per hour.

Scheduling

Assignment Selection

- Assignments will be pushed out to fire department personnel via OfficerTRAK® to their mobile devices once received and approved.
- Tier One firefighters will have first choice at job selection, followed by Tier Two, then backup departments.

Min and max per shift work

- 4 hours minimum per request.

Minimum Job Notification

- 7 days prior to shift start required for all requests. (Requests received within 72 hours prior to shift start will be forwarded to the Chief or City Manager to determine if the job request will be fulfilled.)

Agency Assignment

- Requests submitted through the agency website will default to that agency in OfficerTRAK®, regardless of location.
- The following agencies will serve as backups for the agency:
  - Tooele County Emergency Services

Insurance Coverages

- ODM will provide liability and state statutory worker's compensation coverage. Grantsville City will be named as primary and will be provided COI.

OfficerTRAK® Software

- Fire Department Personnel working for ODM will be required to use the OfficerTRAK® mobile app.
- Agency will be provided access to OfficerTRAK® to view ODM assignments requested through their agency.
- ODM will provide Fire Department access to OfficerTRAK® software to create and manage internal assignments only (limited to agency and city assignments). Internal assignments and ODM will be viewed by Fire Department Personnel in the same app. ODM will maintain Fire Department Personnel information for both databases.
- Fire Department will create a web page with a link to OfficerTRAK® for customers to request service online.

CONFIDENTIAL

OfficerTRAK® Training

ODM will provide the following on-going training:

Online

- Administrators – Training guides and WebEx training
- Firefighters – Training guides and practice jobs

CONFIDENTIAL

Agenda Item #6

Consideration of Resolution 2023-61 approving the Preliminary Plan for Heritage Farms Subdivision

GRANTSVILLE CITY
RESOLUTION NO. 2023-61

A RESOLUTION APPROVING THE PRELIMINARY PLAT FOR THE HERTIAGE FARMS SUBDIVISION FOR THE CREATION OF ONE HUNDRED AND THIRTY-FOUR (134) SINGLE FAMILY LOTS IN THE R-1-21 ZONE

WHEREAS, Shaun Holste submitted an application for a preliminary subdivision plat for the Heritage Farms Subdivision in Grantsville City, Utah for the creation of 134 single family residential lots in the R-1-21 zone; and

WHEREAS, the proposed uses of the subject property are permitted uses in the R-1-21 zone as indicated in the Grantsville City Land Use Management and Development Code (GLUMDC); and

WHEREAS, the Grantsville City Planning and Zoning Commission reviewed the preliminary plat in a regularly scheduled public meeting for compliance with the requirements of the pertinent Grantsville City code requirements, and found that the proposed preliminary plat has met or can meet the requirements of GLUMDC, through the City Council granting variances; and

WHEREAS, the Grantsville City Council hereby determines that it is in the best interest of the City to approve the preliminary plat for Shaun Holste for the Heritage Farms Subdivision in Grantsville City, Utah for the creation of 134 single family residential lots in the R-1-21 zone.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRANTSVILLE CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Preliminary Plat. The City of Grantsville approves the Preliminary Plat provided in Exhibit A.

Section 2. Severability Clause. If any part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution and all provisions, clauses and words of this Resolution shall be severable.

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS 18th DAY OF OCTOBER, 2023.

BY ORDER OF THE
GRANTSVILLE CITY COUNCIL

_____
By Mayor Neil Critchlow

ATTEST

_____
Braydee Baugh, City Recorder

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

File# 2023076

Heritage Farms Subdivision Preliminary Plan Summary and Recommendation

Parcel ID:	01-075-0-0026	**Meeting Date:**	Sept. 21 2023
Property Address:	550 E. Nygreen	**Current Zone/Proposed Zone**	R-1-21

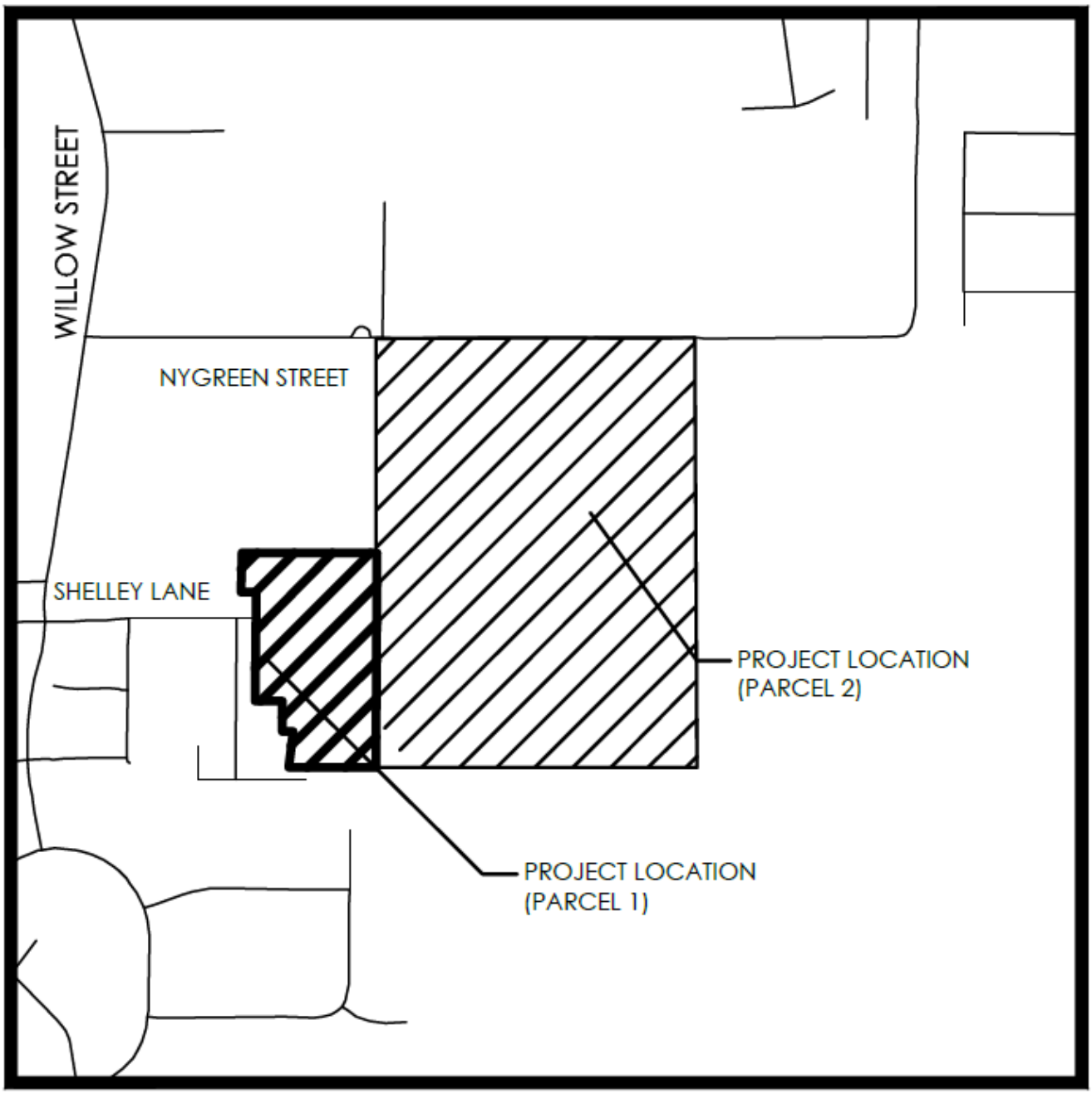
Applicant Name:	Shawn Holste
Request:	Preliminary Plan Approval
Prepared by:	Cavett Eaton
Planning Staff Recommendation:	City Staff recommends approval of this Preliminary Plan.

PROJECT DESCRIPTION

The Heritage Farms Subdivision consists of 134 one-half acre lots to be built on 105 acres, located on the south side of Nygreen between 500 and 600 East, zoned R-1-21. This subdivision is just West of Presidents Park.

The Grantsville City Master Transportation Plan routes an arterial road south through this subdivision.

SITE & VICINITY

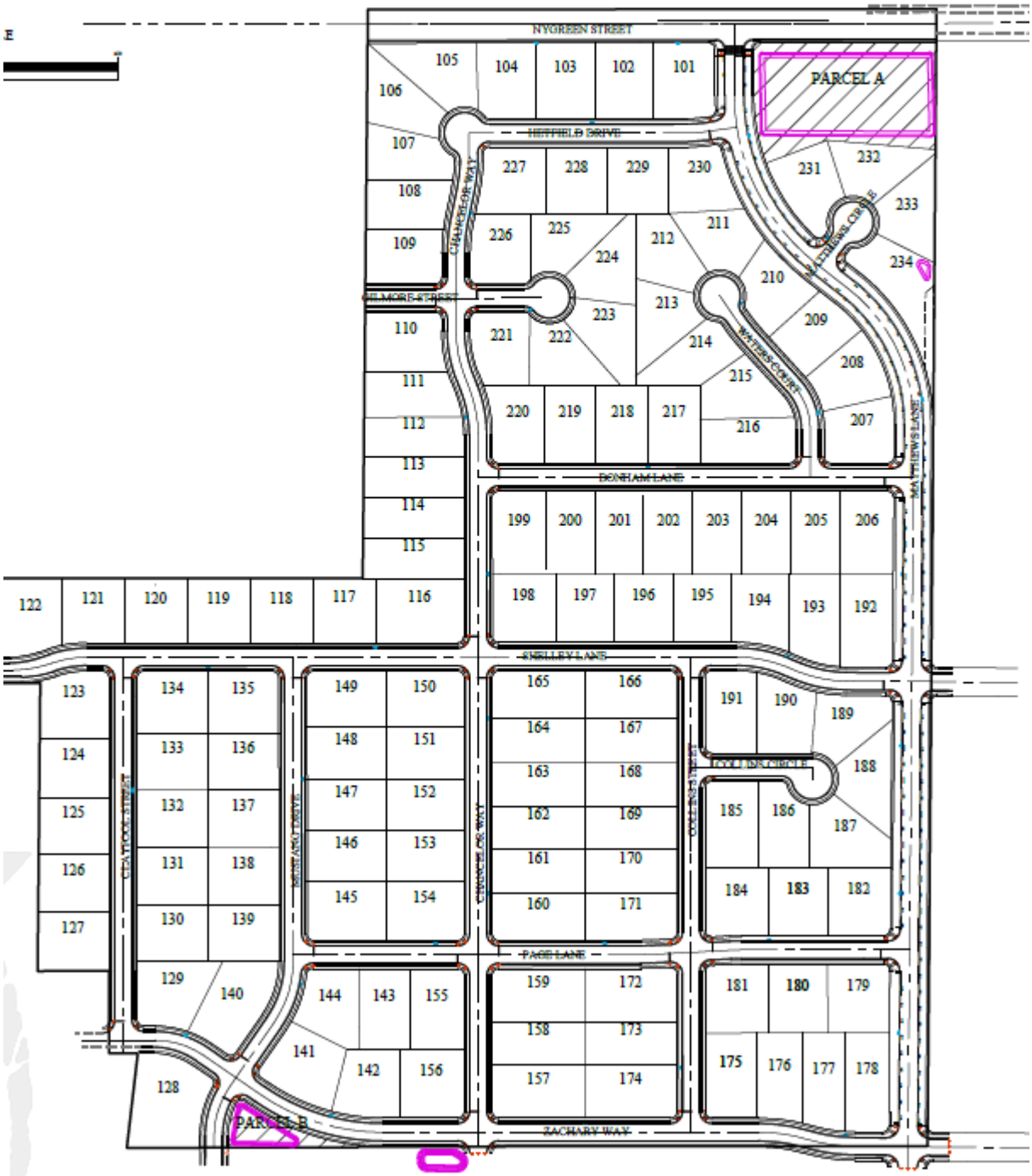


VICINITY MAP

NTS

HERITAGE FARMS

PREPARED FOR:
GTM BUILDERS
LOCATED IN:
GRANTSVILLE



SITE MAP

GENERAL PLAN CONSIDERATIONS

City Staff has determined that the Heritage Farms Subdivision Preliminary Plat complies with the General Plan.

NEIGHBORHOOD RESPONSE

Public Hearing concerns:
1. Mustang Drive as South Willow's horse trails currently cross the public road.
2. increased traffic in South Willow subdivision

PLANNING COMMISSION RESPONSE

Discussion was held at the Sept. 7, 2023 meeting

PLANNING STAFF ANALYSIS

The Preliminary Plat for Heritage Farms Subdivision was submitted for approval on 6/17/22 and has gone through a number of Plan Reviews by our Development Review Committee.

City Staff is comfortable with the Preliminary Plat as presented.

As informed by City Attorney, Brett Coombs, preliminary plat approval only vests the developer in general lot layout and density. Other details and discrepancies will be addressed in the final plat approval for the phase being approved.

PLANNING STAFF RECOMMENDATION

City Staff recommends approval of this Preliminary Plan.

MEMORANDUM

DATE: September 22, 2023

TO: Braydee Baugh, City Recorder

FROM: Cavett Eaton, Planning & Zoning Administrator

RE: **ZONING ITEMS UP FOR CONSIDERATION AT COUNCIL MEETING TO BE HELD XXXX, 2023**

City Council Agenda Item #: Consideration of Resolution 2023-__ approval of Preliminary Plat for Heritage Farms Subdivision

Public Hearing was held at the 9/07/23 Planning Commission meeting. Concerns from South Willow residents focused on the connection to Mustang Drive as South Willow's horse trails currently cross the public road and the possibility of increased traffic in South Willow subdivision.

Matt Christensen from Focus Engineering presented this item for discussion at the 9/07/23 Planning Commission meeting. Due to the full agenda and lateness of the hour it was decided to hold a work meeting on 9/21/23 at 6:00 pm to continue the discussion and address the public concerns

At the work meeting on 9/21/23 Shawn Holste stood for this item. He explained that he always builds to code. He doesn't do PUDs and ask for a lot of variances. The code calls for connectivity with regard to streets.

Jaime Topham asked about fencing. (GLUDMC 4.17 Fence May Be Required). She was mainly concerned about where this development backs up to the South Willow horse trails. Currently there is just a barbed wire fence.

> **Kevin Hall made a motion to recommend approval the Preliminary Plat for Heritage Farms, John Limburg seconded the motion. All in favor? Vote as follows: John Limburg "aye", Rick Barchers "nay", Jaime Topham "aye", Kevin Hall "aye", Derek Dalton "aye" Motion Passes**

City Council Agenda Item #: Consideration of Resolution 2023-__ approval of Preliminary Plan for Desert Edge Subdivision PUD Development

The application for a PUD was approved on September 7th, 2023 by the Grantsville City Planning Commission. The were granted 9 of the 10 modifications they were seeking.

Rick Barchers had a question for Dan England concerning the minimum sight triangle requirements (the 1 modification not approved). It was clarified that to maintain the minimum sight triangle requirements on corner lots Desert Edge will set back the homes to 25ft.

Attorney Brett Coombs asked that the commercial aspect of this entire development be called out. Since this is Multi-Use (MU) zone designation a commercial component required. LGI explained they only purchased residential portion of the original project. CW retained ownership of the portion where the commercial is to be developed.

Jaime Topham made a motion to move item 2 Preliminary Plat for Desert Edge Subdivision PUD Development to an action item. John Limburg seconded the motion. All in favor? Vote as follows: John Limburg "aye", Rick Barchers "aye", Jaime Topham "aye", Kevin Hall "aye", Derek Dalton "nay" Motion Passes

Jaime Topham made a motion to recommend approval the Preliminary Plat for Desert Edge Subdivision PUD Development on the condition that residential development is conditional on the commercial portion in the northwest corner be commercial in the future as called out in the Memorandum of Understanding that is already recorded against the entire parcel. The developer will call out on their plat that the northwest corner will future commercial. Rick Barchers seconded the motion. All in favor? Vote as follows: John Limburg "aye", Rick Barchers "aye", Jaime Topham "aye", Kevin Hall "nay", Derek Dalton "nay" Motion Passes

City Council Agenda Item #: Consideration of Resolution 2023-__ approval of Justin Linares Rezone of 68.70 acres from A-10 to RR-1

Justin Linares was present for this item. He explained is main purpose in rezoning it to make it possible for him to allow his children to have a parcel to build on.

Jaime asked about what the Future Land Use map shows for this area. It is Rural Residential.

Jaime Topham made a motion to move item 3 Justin Linares Rezone of 68.70 acres from A-10 to RR-1 to an action item. John Limburg seconded the motion. All in favor? Motion carries unanimously

Kevin Hall made a motion to recommend approval of the Justin Linares Rezone of 68.70 acres from A-10 to RR-1. Derek Dalton seconded the motion. All in favor? Motion carries unanimously

City Council Agenda Item #: Consideration of Resolution 2023-__ approval of Paul Cook Rezone of 15.11 acres from A-10 to RR-1

Paul Cook was present for this item. He explained is main purpose in rezoning it similar to Justin's except he doesn't anticipate any build for some time to come.

Jaime Topham made a motion to move item 4 Paul Cook Rezone of 15.11 acres from A-10 to RR-1 to an action item. Kevin Hall seconded the motion. All in favor? Motion carries unanimously

Kevin Hall made a motion to recommend approval of the Paul Cook Rezone of 15.11 acres from A-10 to RR-1. John Limburg seconded the motion. All in favor? Motion carries unanimously

City Council Agenda Item #: Consideration of Resolution 2023-__ approval of Final Plan for Alington PUD

Todd Castagno was present for this item.

Jaime Topham asked Dan England if this meets his approval and ready to recommend approval by City Council. He explained that there needs to be a 15-foot drainage easement on the east side of this project and would like it called out on the map to be recorded.

Jaime Topham made a motion to move item 5 Final Plat for Alington PUD to an action item. John Limburg seconded the motion. All in favor? Motion carries unanimously

Derek Dalton made a motion to recommend approval of the Final Plat for Alington PUD. Derek Dalton seconded the motion. All in favor? Motion carries unanimously

– END OF MEMORANDUM –

Agenda Item #7

Consideration of Resolution 2023-62 approving the Preliminary Plan for Desert Edge Subdivision PUD

GRANTSVILLE CITY
RESOLUTION NO. 2023-62

A RESOLUTION APPROVING THE PRELIMINARY PLAT FOR THE DESERT EDGE SUBDIVISION PUD FOR THE CREATION OF SEVEN HUNDRED (700) SINGLE FAMILY AND TOWNHOME LOTS IN THE MU ZONE

WHEREAS, LGI Homes - Utah submitted an application for a preliminary subdivision plat for the Desert Edge Subdivision PUD in Grantsville City, Utah for the creation of 700 single family and townhome residential lots in the MU zone; and

WHEREAS, the proposed uses of the subject property are permitted uses in the MU zone as indicated in the Grantsville City Land Use Management and Development Code (GLUMDC); and

WHEREAS, the Grantsville City Planning and Zoning Commission reviewed the preliminary plat in a regularly scheduled public meeting for compliance with the requirements of the pertinent Grantsville City code requirements, and found that the proposed preliminary plat has met or can meet the requirements of GLUMDC, through the City Council granting variances; and

WHEREAS, the Grantsville City Council hereby determines that it is in the best interest of the City to approve the preliminary plat for LGI HOME - Utah for the Desert Edge Subdivision PUD in Grantsville City, Utah for the creation of 700 single family and townhome residential lots in the MU zone

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRANTSVILLE CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Preliminary Plat. The City of Grantsville approves the Preliminary Plat provided in Exhibit A.

Section 2. Severability Clause. If any part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution and all provisions, clauses and words of this Resolution shall be severable.

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS 18th DAY OF OCTOBER, 2023.

BY ORDER OF THE
GRANTSVILLE CITY COUNCIL

_____
By Mayor Neil Critchlow

ATTEST

_____
Braydee Baugh, City Recorder

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

Permit # 23044

Desert Edge Subdivision PUD
Summary, Review and Recommendation

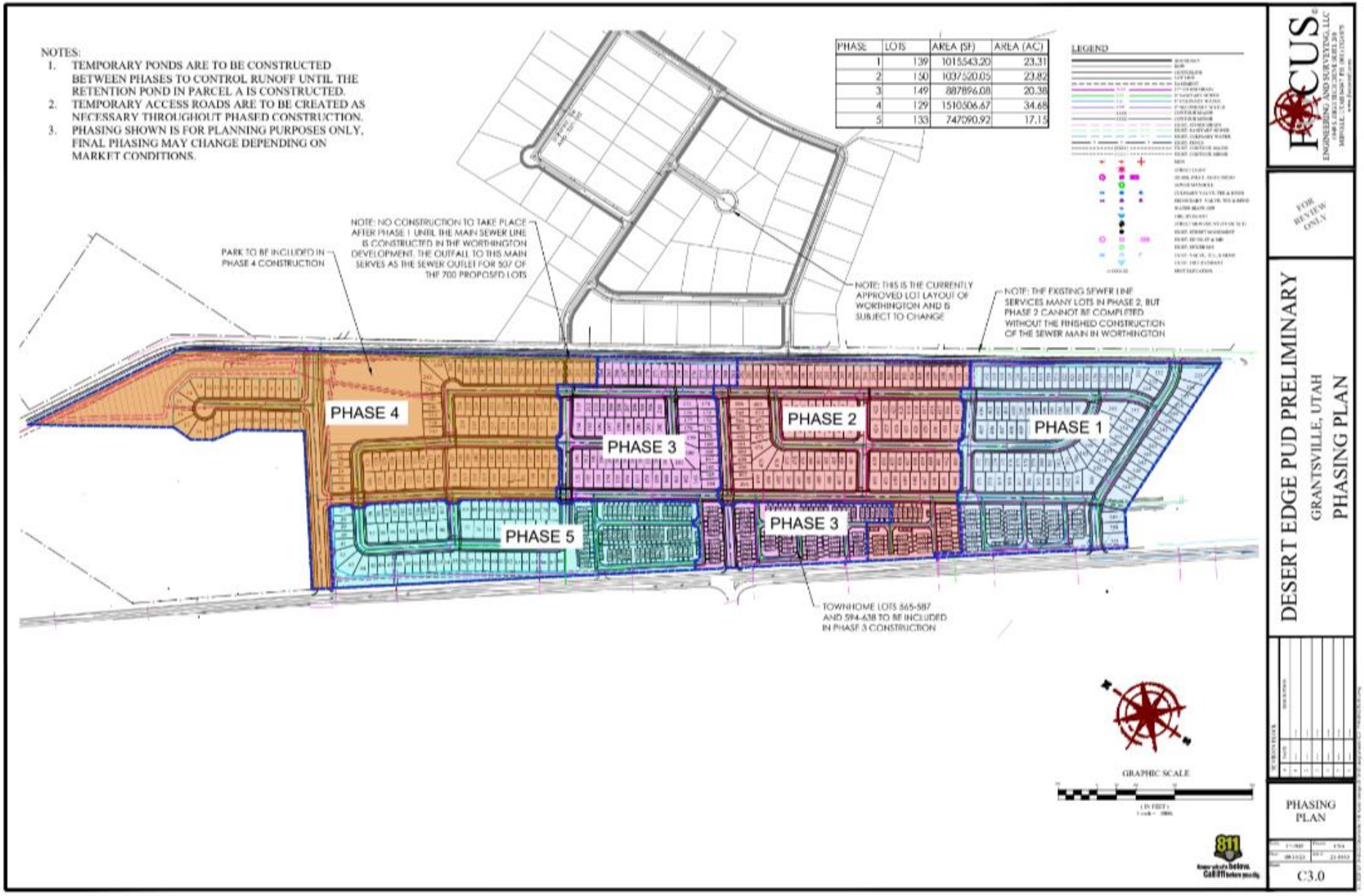
Parcel ID:	01-115-0-0003, 01-115-0-0019, 16-031-0-0002, 01-040-A-0019, 01-040-A-0020, part of 01-115-0017 & 01-040-A-0010	**Meeting Date:**	Sept. 21, 2023
Property Address:	SR 138 & Old Lincoln Hwy.	**Current Zone**	MU (Mixed Use), CD

Applicant Name:	LGI Homes - Utah
Request:	Subdivision PUD
Prepared by:	Cavett Eaton / Shay Stark
Planning Staff Recommendation:	This Preliminary application was submitted on 3/6/23 and reviews have been ongoing concurrent with the PUD application. Public Hearing held at Planning Commission Meeting on Aug 3rd. Concerns about traffic and speed on Old Lincoln highway were expressed. The application for a PUD was approved on September 7th, 2023 by the Grantsville City Planning Commission. The preliminary application now meets the requirements of the General Plan, City Ordinances, and Construction Standards with the conditions granted by the Planning Commission through the PUD approval. The application that is presented to the Planning Commission takes into account the conditions of the PUD approval and staff is comfortable recommending approval of the Preliminary Application. If the Planning Commission finds this application acceptable, Staff recommends moving this item to an action item.

PROJECT DESCRIPTION

Located between Old Lincoln Highway and SR 138. Subdivision Proposal – 148 Total Acres. Residential Acreage – 118.9 Acres. Commercial Acreage – 28.9 Acres. Four Phases. Total Units - 700. Total Density – 5.9 Units/Acre. Open Space 15.9 Acres (13.4%). Retention Area – 5.3 Acres




NOTES:
1. TEMPORARY PONDS ARE TO BE CONSTRUCTED BETWEEN PHASES TO CONTROL RUNOFF UNTIL THE RETENTION POND IN PARCEL A IS CONSTRUCTED.
2. TEMPORARY ACCESS ROADS ARE TO BE CREATED AS NECESSARY THROUGHOUT PHASED CONSTRUCTION.
3. PHASING SHOWN IS FOR PLANNING PURPOSES ONLY, FINAL PHASING MAY CHANGE DEPENDING ON MARKET CONDITIONS.
PHASE | LOTS | AREA (SF) | AREA (AC)
1 | 139 | 1015543.20 | 23.31
2 | 150 | 1037520.05 | 23.82
3 | 149 | 887896.08 | 20.38
4 | 129 | 1510306.67 | 34.68
5 | 133 | 747090.92 | 17.15
LEGEND
PARK TO BE INCLUDED IN PHASE 4 CONSTRUCTION
NOTE: NO CONSTRUCTION TO TAKE PLACE AFTER PHASE 1 UNTIL THE MAIN SEWER LINE IS CONSTRUCTED IN THE WORTHINGTON DEVELOPMENT. THE OUTFALL TO THIS MAIN SERVES AS THE SEWER OUTLET FOR 507 OF THE 700 PROPOSED LOTS
NOTE: THIS IS THE CURRENTLY APPROVED LOT LAYOUT OF WORTHINGTON AND IS SUBJECT TO CHANGE
NOTE: THE EXISTING SEWER LINE SERVICES MANY LOTS IN PHASE 2, BUT PHASE 2 CANNOT BE COMPLETED WITHOUT THE FINISHED CONSTRUCTION OF THE SEWER MAIN IN WORTHINGTON
PHASE 4
PHASE 3
PHASE 2
PHASE 1
PHASE 5
PHASE 3
TOWNHOME LOTS 565-587 AND 594-638 TO BE INCLUDED IN PHASE 3 CONSTRUCTION
GRAPHIC SCALE
FOCUS
FOR REVIEW ONLY
DESERT EDGE PUD PRELIMINARY
GRANTSVILLE, UTAH
PHASING PLAN
PHASING PLAN
C3.0

Summary of Approved Deviations from Code and Standards

1. Minimum lot size was reduced to 1000 sq. ft. for townhomes (building footprint)
2. Setbacks were amended and approved
3. Lot frontage approved to 30 ft. wide frontage in cul-de-sacs and bends, this was approved with an agreement to narrow the driveways to 16 ft. in the apron.
4. Planning Commission approved the 26 ft. right-of-way serving the rear loaded garages on the townhouses.
5. Driveways spacing for single family homes on corner lots was settled at 10 feet spacing.
6. The public streets were permitted to extend beyond 750 ft. in length because there is access on both ends of the streets. An additional access was created in the private streets to allow emergency access at a distance of less than 750 ft.
7. Fire sprinklers are being added to the homes on the long cul-de-sac allowing the number of units to increase to 30.
8. 5 ft. side easements were granted with no window wells and a STRONG recommendation that the cooling units to be located in the rear of the dwellings.
9. Applicant agreed to meet the minimum sight triangle requirements. On the 40 ft. wide corner lots the applicant agreed to either set back the homes to 25 ft. or reconfigure the driveways with a narrower entry that clears the sight triangle.
10. The applicant is allowed to apply for 150 units per phase in the final plan. They will construct the necessary utility infrastructure for all 150 units and record a plat for 50 units at a time with the subsequent plat being recorded after 70% of the previous plat's units have been sold to homeowners.

GENERAL PLAN CONSIDERATIONS
The Desert Edge property is currently zoned MU (Multi Use) with 29 acres of commercial. This zoning meets the designation of the property on the Future Land Use Map.

Agenda Item #8

Consideration of Resolution 2023-63 the Final Plat for Alington PUD

GRANTSVILLE CITY
RESOLUTION NO. 2022-

A RESOLUTION APPROVING THE PRELIMINARY PLAT FOR THE ALINGTON SUBDIVISION FOR THE CREATION OF THIRTY-FOUR (34) SINGLE FAMILY LOTS IN THE MU ZONE

WHEREAS, Iconic Development, LLC submitted an application for a preliminary subdivision plat for the Alington Subdivision in Grantsville City, Utah for the creation of thirty-four (44) single family residential lots in the MU zone; and

WHEREAS, the proposed uses of the subject property are permitted uses in MU zone as indicated in the Grantsville City Land Use Management and Development Code (GLUMDC); and

WHEREAS, the Grantsville City Planning and Zoning Commission reviewed the preliminary plat in a regularly scheduled public meeting for compliance with the requirements of the pertinent Grantsville City code requirements, and found that the proposed preliminary plat has met or can meet the requirements of GLUMDC, through the City Council granting variances; and

WHEREAS, the Grantsville City Council hereby determines that it is in the best interest of the City to approve the preliminary plat for Iconic Development, LLC for the Alington Subdivision in Grantsville City, Utah for the creation of thirty-four (34) single-family residential lots in the MU zone.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRANTSVILLE CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Preliminary Plat. The City of Grantsville approves the Preliminary Plat provided in Exhibit A.

Section 2. Severability Clause. If any part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution and all provisions, clauses and words of this Resolution shall be severable.

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS 21st DAY OF DECEMBER, 2022.

BY ORDER OF THE
GRANTSVILLE CITY COUNCIL

_____
By Mayor Neil Critchlow

ATTEST

_____
Braydee Baugh, City Recorder

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

File#23014

Alington Subdivision PUD Final Plat Phase 1 Application Summary and Recommendation

Parcel ID:	05-065-0-0015	**Meeting Date:**	Sept. 21, 2023
Property Address:	900 E Main St	**Current Zone/Proposed Zone**	Multi Use (MU)

Applicant Name:	Todd Castagno
Request:	Final Subdivision PUD
Prepared by:	Cavett Eaton, Dan England
Staff Recommendation:	The final plat application was submitted on 2/28/23. The project has been through several reviews and is ready for Planning Commission consideration. Staff recommends approval of the Alington Subdivision PUD Final Plat Phase 1.

PROJECT DESCRIPTION

Alington Subdivision consisting of 70 lots to be built at approximately 900 E. Main Street, zoned Multi Use (MU). Front 2 lots are for commercial

MU Zone requires a P.U.D. Application

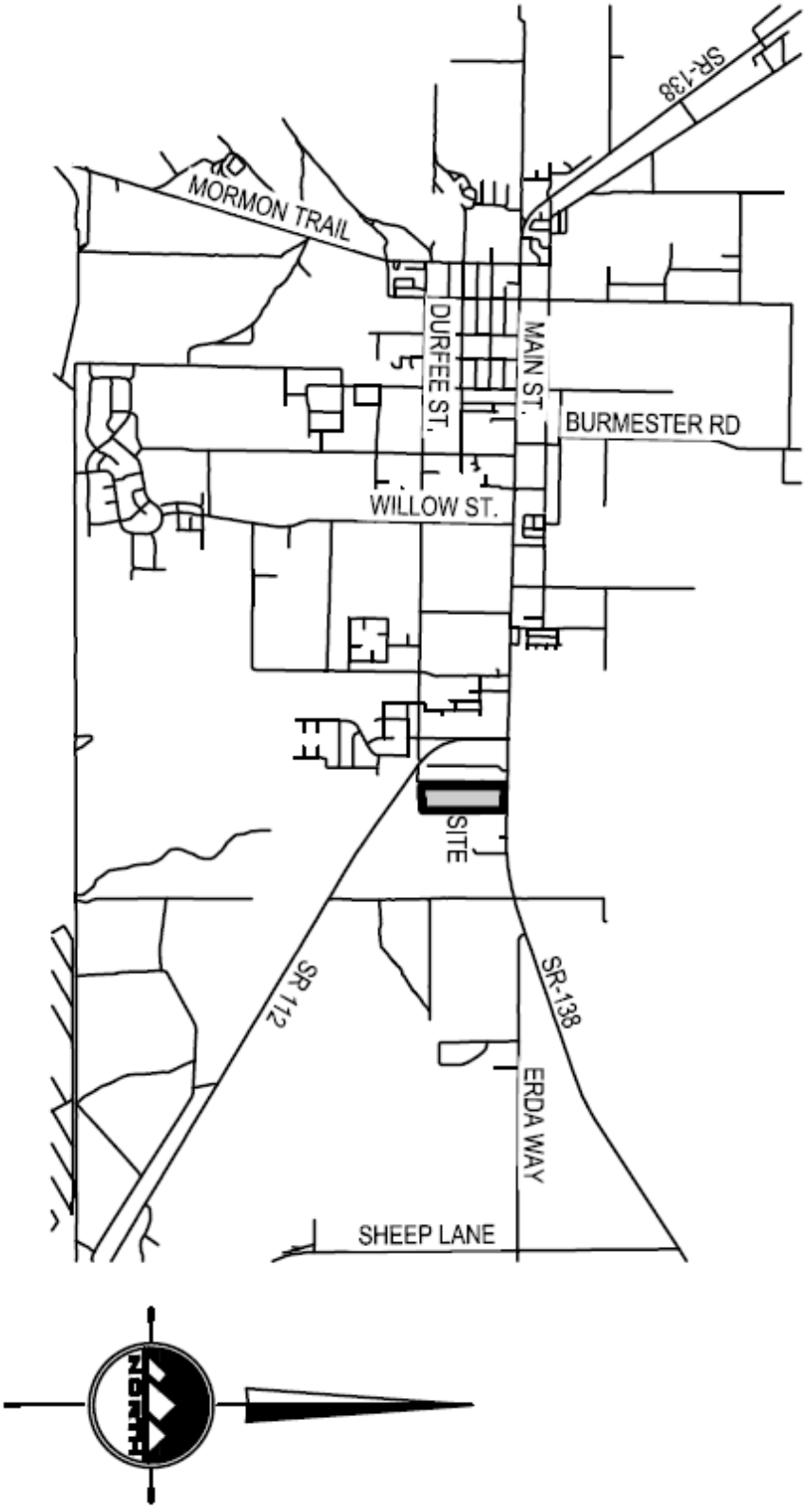
Alington will provide a mix of single-family homes on lots ranging from .19 acres up to .50 acres – MU zone allows for a minimum of 4,000 square foot lots or .09 acres. .50 acre lots along the western boundary more compatible with Sun Valley Drive.

Alington will provide 2 commercial lots: 1.38 acres and 2.07 acres.

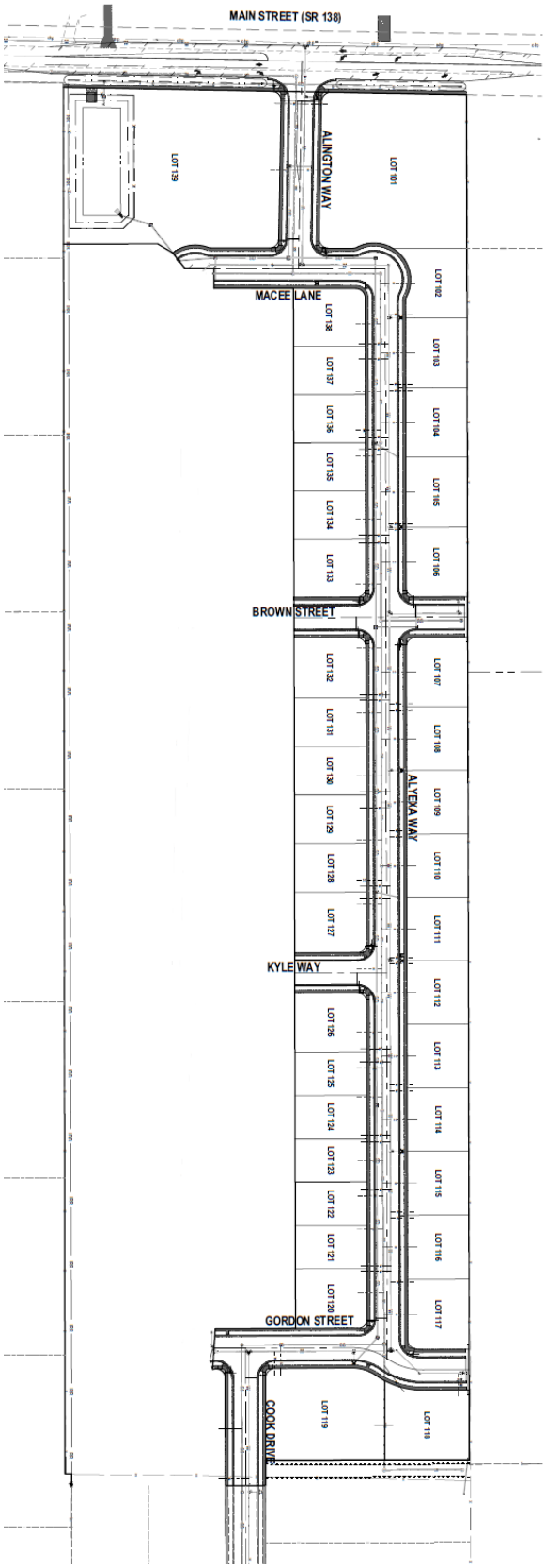
Propose to pay a fee in lieu of open space to contribute to a regional city park.

Preliminary Plans approved at PC meeting 12/1/22

SITE & VICINITY DESCRIPTION



PHASE 1


MAIN STREET (SR 138)
ALINGTON WAY
LOT 139
LOT 101
MACEE LANE
LOT 102
LOT 103
LOT 104
LOT 105
LOT 106
LOT 138
LOT 137
LOT 136
LOT 135
LOT 134
LOT 133
BROWN STREET
LOT 107
LOT 108
LOT 109
LOT 110
LOT 111
LOT 112
LOT 113
LOT 114
LOT 115
LOT 116
LOT 117
LOT 132
LOT 131
LOT 130
LOT 129
LOT 128
LOT 127
ALYEXA WAY
KYLE WAY
LOT 126
LOT 125
LOT 124
LOT 123
LOT 122
LOT 121
LOT 120
GORDON STREET
COOK DRIVE
LOT 119
LOT 118

NEIGHBORHOOD RESPONSE

None at the time of this report.

PLANNING COMMISSION RESPONSE

The Preliminary Plans were approved at the PC meeting on Dec. 1, 2022.

STAFF ANALYSIS

The final plat application was submitted on 2/28/23. The project has been through several reviews and is ready for Planning Commission consideration.

On the map to be recorded the City Engineer would like a 15-foot drainage easement on the east side.

STAFF RECOMMENDATION

Staff recommends approval of the Alington Subdivision PUD Final Plat Phase 1.

Agenda Item #9

Consideration of Ordinance 2023-11 approving the Rezone of 68.70 acres located at North Cooley & 445

N Hale to go from an A-10 zone to an RR-1 zone designation

GRANTSVILLE CITY
ORDINANCE NO. 2023-11

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF GRANTSVILLE CITY, UTAH TO REZONE 68.70 ACRES FOR JUSTIN LINARES LOCATED AT NORTH COOLEY AND 445 NORTH HALE, GRANTSVILLE, UTAH TO GO FROM AN A-10 ZONE TO A RR-1 ZONE

Be it enacted and ordained by the City Council of Grantsville City, Utah as follows:

SECTION ONE: PURPOSE. This Ordinance is for the purpose of amending the official zoning map and the Land Use Development and Management Code of Grantsville City, Utah by rezoning 68.70 acres of real property for Justin Linares located at approximately North Cooley and 445 North Hale to go from an A-10 zoning designation to a RR-1 zoning designation. The Grantsville City Council finds that this amendment is consistent with the general plan of Grantsville City and will be in the best interests of Grantsville City and its residents.

SECTION TWO: ZONING MAP AMENDMENT. The Grantsville City Land Use Development and Management Code and Official Zoning Map are hereby amended by changing the zoning designation of the following described parcels from an A-10 zoning designation to a RR-1 zoning designation, as defined by the Grantsville City zoning regulations:

Tooele County Recorder's Office Parcel #s: 01-061-0-0033, 01-061-0-0036, 01-061-0-0088.

The total parcels described herein are located within the Grantsville City limits.

SECTION THREE: EFFECTIVE DATE. This Ordinance shall take effect upon the publication of a short summary of this Ordinance on the Utah Public Notice website created in Utah Code § 63A-16-601, or as provided for by law.

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, UTAH THIS 18th DAY OF OCTOBER, 2023.

_____
MAYOR NEIL CRITCHLOW

ATTEST:

_____
Braydee Baugh, City Recorder

(S E A L)

Date of Publication _____

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

Permit # 2023114

Rezone of 68.70 acres
Summary

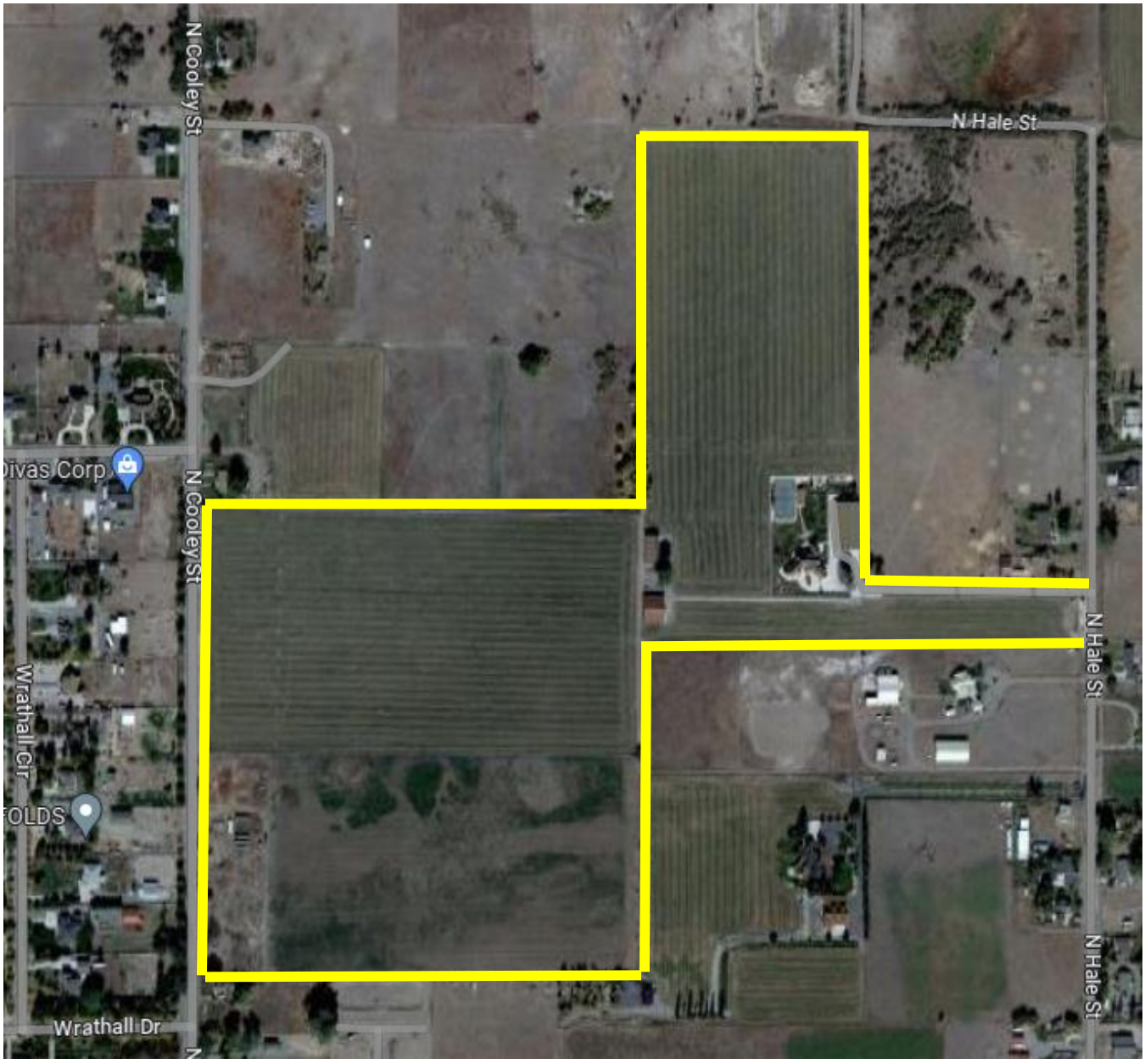
Parcel ID:	01-061-0-0033, 01-061-0-0036, 01-061-0-0088	**Meeting Date:**	Sept. 21, 2023
Property Address:	North Cooley & 445 N Hale	**Current Zone/Proposed Zone**	A-10

Applicant Name: Justin Linares
Request: Rezone from A-10 to RR-1
Prepared by: Cavett Eaton
Planning Staff Recommendation:

PROJECT DESCRIPTION

Much of the property around these parcels has been rezone to RR-1. Justin wishes to rezone his three parcels (68.70 acres) so that in the future he can subdivide lots for his children.

SITE & VICINITY DESCRIPTION



Agenda Item #10

Consideration of Ordinance 2023-12 approving the Rezone of 15.11 acres located at 400 North Cooley to go from an A-10 zone to an RR-1 zone designation

GRANTSVILLE CITY
ORDINANCE NO. 2023-12

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF GRANTSVILLE CITY, UTAH TO REZONE 15.11 ACRES FOR PAUL COOK LOCATED AT 400 NORTH COOLEY, GRANTSVILLE, UTAH TO GO FROM AN A-10 ZONE TO A RR-1 ZONE

Be it enacted and ordained by the City Council of Grantsville City, Utah as follows:

SECTION ONE: PURPOSE. This Ordinance is for the purpose of amending the official zoning map and the Land Use Development and Management Code of Grantsville City, Utah by rezoning 15.11 acres of real property for Paul Cook located at approximately 400 North Cooley to go from an A-10 zoning designation to a RR-1 zoning designation. The Grantsville City Council finds that this amendment is consistent with the general plan of Grantsville City and will be in the best interests of Grantsville City and its residents.

SECTION TWO: ZONING MAP AMENDMENT. The Grantsville City Land Use Development and Management Code and Official Zoning Map are hereby amended by changing the zoning designation of the following described parcels from an A-10 zoning designation to a RR-1 zoning designation, as defined by the Grantsville City zoning regulations:

Tooele County Recorder's Office Parcel #: 01-061-0-0032.

The total parcel described herein is located within the Grantsville City limits.

SECTION THREE: EFFECTIVE DATE. This Ordinance shall take effect upon the publication of a short summary of this Ordinance on the Utah Public Notice website created in Utah Code § 63A-16-601, or as provided for by law.

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, UTAH THIS 18th DAY OF OCTOBER, 2023.

_____
MAYOR NEIL CRITCHLOW

ATTEST:

_____
Braydee Baugh, City Recorder

(S E A L)

Date of Publication _____

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

File# 2023115

Rezone of 15.11 acres
Summary

Parcel ID:	01-061-0-0032	**Meeting Date:**	Sept. 21, 2023
Property Address:	400 N Cooley	**Current Zone/Proposed Zone**	A-10 to RR-1

Applicant Name: Paul Cook
Request: Rezone from A-10 to RR-1
Prepared by: Cavett Eaton
Planning Staff Recommendation:

PROJECT DESCRIPTION

Much of the property around these parcels have been rezone to RR-1. The Cooks wishes to rezone their parcel (15.11 acres) so that in the future it can be subdivided into 1 acre lots.

SITE & VICINITY DESCRIPTION



Agenda Item #11

Council Reports

Agenda Item #12

Closed Session (Personnel, Imminent Litigation)

Agenda Item #13

Adjourn