



November 15th, 2023

**City Council Regular Meeting
Information Packet**

AGENDA ITEM #1

Public Comment

AGENDA ITEM #2

Summary Action Items

- a. Approval of Minutes from the
November 1st, 2023 Regular Meeting
- b. Approval of Bills

**MINUTES OF THE REGULAR MEETING OF THE GRANTSVILLE CITY COUNCIL,
HELD ON NOVEMBER 1, 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 (via Zoom)
Darrin Rowberry
Jewel Allen

Appointed Officers and Employees Present:

Sherrie Broadbent, Finance Director
Braydee Baugh, City Recorder
Dan England, City Engineer
Robert Sager, Police Chief
Braydee Baugh, City Recorder
Heidi Jeffries, Human Resource (via Zoom)
James Waltz, Public Works Director

Citizens and Guest Present: Doug Farley, Rhett Butler, Heidi Hammond

Mayor Critchlow asked Sherrie Broadbent lead the Pledge of Allegiance.

AGENDA:

1. Public Comment: Zel McCallister stood to provide public comment. Ms. McCallister wanted to provide to a plan for a County Animal Shelter. Ms. McCallister noted the growth in the County has created a need for a larger shelter. Ms. McCallister advised she will be attending the City Council's for all the municipalities in the County. Ms. McCallister would like Grantsville City to provide support for these efforts.

2. Summary Action Items

- a. Approval of Minutes from the October 18, 2023 Regular Meeting
- b. Approval of Bills

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

Second: Councilmember Rowberry seconded the motion.

Unapproved

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.

3. Consideration of Resolution 2023-63 awarding the RBI contract for the Hollywood Park Soccer Complex

James Waltz was present for this item. Mr. Waltz advised after speaking to the contractor today, the improvements would start 60 days before the irrigation was turned on. Councilmember Rowberry wanted to confirm the total of the bid. Mr. Waltz advised this option was to keep the project in budget. Councilmember Jenkins asked if there was an expansion of the parking lot planned. Mr. Waltz advised this was not the plan. Councilmember Jenkins advised the parking lot is inadequate for the number of participants going to the park. Councilmember Jenkins asked that parking be a priority for the phasing of this complex. Councilmember Hutchins asked if there should be another priority for this area. Councilmember Jenkins requested Mr. Waltz to speak with TC United. Ms. Broadbent advised the funding for this project is ARPA money and needs to be used within a time-frame.

Motion: Councilmember Rowberry made a motion to approve Resolution 2023-63 awarding the RBI contract for the Hollywood Park Soccer Complex

Second: Councilmember Hutchins seconded the motion.

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

4. Discussion with Planning Commission Chair Jaime Topham regarding Kennel Licensing Code
Jaime Topham was present for this item. Ms. Topham explained in operating the rescue she is seeing an influx in abandoned dogs. Ms. Topham explained Grantsville City code only allows for 2 dogs but would like the City to reconsider the number of dogs that are allowed without the need for a Sportsmans Permit and kennel permit. Councilmember Jenkins wanted the code reevaluated and include a provision for Temporary Fostering. Ms. Topham wanted to express support for a regional shelter. Mayor Critchlow suggested Ms. Topham to return to Planning Commission to get the codes updated. Ms. Topham suggested correcting the City Code vs the Land Use Code.

5. Status Report Payroll/Benefit Update

Sherrie Broadbent and Heidi Jeffries (via Zoom) were present for this item. Ms. Broadbent explained there are issues with life insurance. Ms. Broadbent explained employees will be notified in one-on-one meetings. Councilmember Jenkins asked if the back payment to the life insurance company if they provided services to the employees. Ms. Broadbent advised the company is pushing back on the coverage and the back pay. Councilmember Jenkins asked why the City would be paying for coverage that wasn’t provided. Mayor Critchlow wanted to ensure that all employees are covered for what they selected. Councilmember Allen inquired about the redistribution of workload.

6. Council Reports

Councilmember Jenkins: Trunk or Treat was a success. There is a Veterans Day program and breakfast on November 11th.

Councilmember Bevan: Scheduled to meet for the Historical Preservation Commission next week.

Mayor Critchlow: Advised Pacificorp provided a letter regarding the powerlines being rerouted. Would like to have the 7th of June be Hilda Erickson day.

Councilmember Allen: Main Street Master Plan and the next step is presenting to Planning Commission.

7. Adjourn

Motion: Councilmember Allen made a motion to adjourn

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.

AGENDA ITEM #3

Consideration of Resolution 2023-66
appointing as Jaime Topham the Justice
Court Judge

**GRANTSVILLE CITY
RESOLUTION NUMBER 2023-66**

**A RESOLUTION CONFIRMING THE APPOINTMENT OF JAMIE TOPHAM AS THE
GRANTSVILLE CITY JUSTICE COURT JUDGE**

WHEREAS, Utah Code § 78A-7-202 (2023) promulgates the process that the City must undertake for the recruitment and selection of a new Judge of the Grantsville City Justice Court; and

WHEREAS, in accordance with Utah Code § 78A-7-202(2)(a-b), the Utah Administrative Office of Courts oversees the creation of a justice court nominating commission (“commission”) to review applicants and make recommendations to the Mayor; and

WHEREAS, the City Council hereby finds that the commission appears to have properly completed its duties and forwarded to the Grantsville City Mayor three (3) names for consideration; and

WHEREAS, the Mayor hereby appoints Attorney Jamie Topham, of Grantsville City, Utah as the Grantsville City Justice Court Judge in accordance with the laws of the State of Utah and Grantsville City; and

WHEREAS, the City Council hereby finds that the Jamie Topham has the requisite qualifications, credentials, experience, professionalism, temperament and competence to serve as the Grantsville City Justice Court Judge.

WHEREAS, the City Council further finds that confirming the appointment of the Jamie Topham is in the best interest of the City and will promote the general health, safety and welfare of the citizens of the City.

NOW THEREFORE BE IT RESOLVED BY THE GRANTSVILLE CITY COUNCIL, the City Council hereby confirms the Mayor’s appointment of Jamie Topham as

Judge of the Grantsville City Justice Court with all attendant rights, duties, obligations, responsibilities, and powers set forth by the Constitution of the United State of America, the Constitution of the State of Utah, the Utah Code, and the ordinances of Grantsville City. Judge Topham shall serve without a term limit until such time as a permanent replacement is confirmed by the City Council. Judge Topham shall direct and control the Grantsville City Justice Court and have charge as the department director.

Judge Topham is hereby directed to report to the Utah Judicial Council for New Judge Orientation.

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY,
THIS 15th DAY OF NOVEMBER, 2023.

BY ORDER OF THE

By Mayor Neil Critchlow

ATTEST

Braydee Baugh, City Recorder

AGENDA ITEM #4

Consideration of Resolution 2023-67
Authorizing The Issuance And Sale Of
Not More Than \$1,000,000 Aggregate
Principal Amount Of Taxable Sewer
Revenue Bonds, Series 2023; And
Related Matters

Grantsville, Utah

November 15, 2023

The City Council (the “Council”) of Grantsville City, Utah (the “City”), met in regular session (including by electronic means), on November 15, 2023, at its regular meeting place in Grantsville, Utah at 7:00 p.m. with the following members of the Council being present:

Neil Critchlow	Mayor
Jewel Allen	Councilmember
Scott Bevan	Councilmember
Jeff Hutchins	Councilmember
Jolene Jenkins	Councilmember
Darrin Rowberry	Councilmember

Also present:

Braydee Baugh	City Recorder
Brett Coombs	City Attorney
Jesse Wilson	City Manager

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the City Council a Certificate of Compliance with Open Meeting Law with respect to this November 15, 2023, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution was later signed by the Mayor and recorded by the City Recorder in the official records of the City. The resolution is as follows:

RESOLUTION NO. 2023-67

A RESOLUTION OF THE CITY COUNCIL OF GRANTSVILLE CITY, UTAH (THE “ISSUER”), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN \$1,000,000 AGGREGATE PRINCIPAL AMOUNT OF TAXABLE SEWER REVENUE BONDS, SERIES 2023 (TO BE ISSUED IN ONE OR MORE SERIES AND WITH SUCH OTHER SERIES OR TITLE AS MAY BE DETERMINED) (THE “BONDS”); FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE ISSUER THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PROVIDING FOR THE POSTING OF A NOTICE OF PUBLIC HEARING AND A NOTICE OF BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD AND SETTING OF A PUBLIC HEARING DATE; AUTHORIZING AND APPROVING THE EXECUTION OF A SUPPLEMENTAL MASTER RESOLUTION AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the “Council”) of Grantsville City, Utah (the “Issuer”) desires to (a) finance all or a portion of the costs of the construction of improvements to its sewer system (the “System”) and all related improvements (collectively, the “Project”) and (b) pay costs of issuance with respect to the Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the Issuer desires to issue its Taxable Sewer Revenue Bonds, Series 2023 (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer) (the “Bonds”), pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), (b) this Resolution, and (c) a Master Resolution dated as of December 1, 2018, as supplemented by a Supplemental Master Resolution (together, the “Master Resolution”), in substantially the form presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit B; and

WHEREAS, the State of Utah acting through the Department of Environmental Quality, Water Quality Board (the “Purchaser”) has offered to purchase the Bonds; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the

improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the Issuer desires to call a public hearing for this purpose and to post a notice of such hearing with respect to the Bonds, including a notice of bonds to be issued, in compliance with the Act; and

WHEREAS, in order to allow the Issuer flexibility in setting the pricing date of the Bonds, the Council desires to grant to the [Mayor (or Mayor Pro Tem or similarly authorized officer, collectively, the “Mayor”), the City Manager or the Finance Director] (each a “Designated Officer”), the authority to (a) approve the principal amounts, interest rates, terms, maturities, redemption features, and purchase price at which the Bonds shall be sold and (b) make any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the “Parameters”);

NOW, THEREFORE, it is hereby resolved by the City Council of Grantsville City, Utah, as follows:

Section 1. For the purpose of (a) financing the Project and (b) paying costs of issuance of the Bonds, the Issuer hereby authorizes the issuance of the Bonds which shall be designated “Grantsville City, Utah Taxable Sewer Revenue Bonds, Series 2023” (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer) in the aggregate principal amount of not to exceed \$1,000,000. The Bonds shall mature in not more than twenty-two (22) years from their date or dates, shall be sold at a price not less than one hundred percent (100%) of the total principal amount thereof and shall bear no interest, as shall be approved by the Designated Officer, all within the Parameters set forth herein.

Section 2. The Designated Officer is hereby authorized to specify and agree as to the method of sale, the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution.

Section 3. The Master Resolution, in substantially the form presented to this meeting and attached hereto as Exhibit B, is hereby authorized, approved, and confirmed. The Mayor and City Recorder are hereby authorized to execute and deliver the Master Resolution in substantially the form and with substantially the content as the form presented at this meeting for and on behalf of the Issuer, with final terms as may be established by the Designated Officer within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 4 hereof.

Section 4. The Designated Officer or other appropriate officials of the Issuer are authorized to make any alterations, changes or additions to the Master Resolution, the Bonds or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Bonds (within the Parameters set by this Resolution), to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same

to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

Section 5. The form, terms, and provisions of the Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Master Resolution. The Mayor and the City Recorder are hereby authorized and directed to execute and seal the Bonds. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution.

Section 6. The Designated Officer or other appropriate officials of the Issuer are hereby authorized and directed to authenticate and deliver the Bonds in accordance with the provisions of the Master Resolution.

Section 7. Upon their issuance, the Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Bonds and the Master Resolution. No provision of this Resolution, the Master Resolution, the Bonds, or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.

Section 8. The Designated Officer and other appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers (including, without limitation, any escrow agreement permitted under the Master Resolution and tax compliance procedures) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 9. After the Bonds are delivered to the Purchaser and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Master Resolution.

Section 10. The Issuer shall hold a public hearing on December 6, 2023 to receive input from the public with respect to (a) the issuance of the Bonds, and (b) the potential economic impact that the improvements to be financed with the proceeds of the Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is posted as a Class A notice under Section 63G-30-102, Utah Code Annotated, 1953, as amended, (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (ii) on the City's official website (iii) and in a public location within the Issuer that is reasonably likely to be seen by residents of the Issuer. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the Issuer's offices, for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the posting thereof. The Issuer directs its officers and staff to post a "Notice of Public Hearing and Bonds to be Issued" in substantially the following form:

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, (the “Act”), that on November 15, 2023, the City Council (the “Council”) of Grantsville City, Utah (the “Issuer”), adopted a resolution (the “Resolution”) in which it authorized the issuance of the Issuer’s Taxable Sewer Revenue Bonds, Series 2023 (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer) (the “Bonds”) and called a public hearing to receive input from the public with respect to (a) the issuance of the Bonds and (b) any potential economic impact that the Project described herein to be financed with the proceeds of the Bonds may have on the private sector.

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on December 6, 2023, at the hour of 7:00 p.m. at 429 East Main Street, Grantsville, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Bonds and (b) any potential economic impact that the Project to be financed with the proceeds of the Bonds may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE BONDS

The Bonds will be issued for the purpose of (a) financing all or a portion of the costs of construction of improvements to the Issuer’s sewer system and all related improvements (collectively, the “Project”) and (b) paying costs of issuance of the Bonds.

PARAMETERS OF THE BONDS

The Issuer intends to issue the Bonds in the aggregate principal amount of not more than One Million Dollars (\$1,000,000), to mature in not more than twenty-two (22) years from their date or dates, to be sold at a price not less than one hundred percent (100%) of the total principal amount thereof, and bearing no interest. The Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a Master Resolution and Supplemental Master Resolution (together, the “Master Resolution”) which was before the Council in substantially final form at the time of the adoption of the Resolution and said Master Resolution is to be executed by the Issuer in such form and with such changes thereto as shall be approved by the Issuer; provided that the principal amount, interest rate or rates, maturity, and discount of the Bonds will not exceed the maximums set forth above. The Issuer reserves the right to not issue the Bonds for any reason and at any time up to the issuance of the Bonds.

REVENUES PROPOSED TO BE PLEDGED

The Bonds are special limited obligations of the Issuer payable from the net revenues of the Issuer’s sewer system (the “Revenues”).

OUTSTANDING BONDS SECURED BY REVENUES

The Issuer currently has \$4,366,000 of bonds outstanding secured by the Revenues.

OTHER OUTSTANDING BONDS OF THE ISSUER

Additional information regarding the Issuer's outstanding bonds may be found in the Issuer's financial report (the "Financial Report") at: <https://reporting.auditor.utah.gov/searchreports/s/>. For additional information, including any information more recent than as of the date of the Financial Report, please contact Sherrie Broadbent, Finance Director (435) 884-4619.

TOTAL ESTIMATED COST OF BONDS

Based on the Issuer's current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Bonds, if held until maturity, is \$1,000,000.

A copy of the Resolution and the Master Resolution are on file in the office of the City Recorder, 429 East Main Street, Grantsville, Utah where they may be examined during regular business hours of the City Recorder from 8:00 a.m. to 6:00 p.m. Monday through Friday, for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the posting of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Master Resolution or the Bonds, or any provision made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this November 15, 2023.

/s/ Braydee Baugh
City Recorder

Section 11. The Issuer hereby reserves the right to opt not to issue the Bonds for any reason, including without limitation, consideration of the opinions expressed at the public hearing.

Section 12. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Section 13. The Issuer hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Project. The Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Bonds which will be issued to finance the reimbursed costs of the Project is not expected to exceed \$1,000,000.

APPROVED AND ADOPTED this November 15, 2023.

By: _____
Mayor

ATTEST:

By: _____
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF TOOELE)

I, Braydee Baugh, the duly appointed and qualified City Recorder of Grantsville City, Utah (the “City”), do hereby certify according to the records of the City Council (the “Council”) in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the Council held on November 15, 2023, including a resolution (the “Resolution”) adopted at said meeting as said minutes and Resolution are officially of record in my possession.

All members of the City Council were duly notified of said meeting, pursuant to law.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on November 15, 2023, and that pursuant to the Resolution, a Notice of Public Hearing and Bonds to be Issued was posted no less than fourteen (14) days before the public hearing date as a Class A notice under Section 63G-30-102, Utah Code Annotated 1953, as amended: (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the City's official website and (c) in a public location within the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City this November 15, 2023.

(SEAL)

By: _____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Braydee Baugh, the undersigned City Recorder of Grantsville City, Utah (the “City”), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the November 15, 2023, public meeting held by the City Council of the City (the “Council”) as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the meeting location at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted to the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a Notice, in the form attached hereto as Schedule 1, to be posted on the City’s official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2023 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the City’s official website and (c) in a public location within the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this November 15, 2023.

(SEAL)

By: _____
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2
ANNUAL MEETING SCHEDULE

EXHIBIT B

FORM OF MASTER RESOLUTION

AGENDA ITEM #5

Consideration of Resolution 2023-68
approving the City to exchange certain
real property with Greg Bleazard

**GRANTSVILLE CITY
RESOLUTION NO. 2023-68**

**A RESOLUTION APPROVING AN AGREEMENT WITH CRAIG BLEAZARD TO
EXCHANGE CERTAIN REAL PROPERTY**

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

WHEREAS, Craig S. Bleazard owns certain real property upon which a portion of Bumester Road was constructed; and

WHEREAS, the City owns certain real property immediately adjacent to that parcel that is currently vacant and unused by the City with no future plans for its use; and

WHEREAS, the City and Mr. Bleazard seek to exchange the two parcels via written agreement;

WHEREAS, the Grantsville City Council hereby determines that it is in the best interest of the City to approve the Real Estate Exchange Agreement with Craig Bleazard attached as “Exhibit A.”

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

Section 1. Real Estate Exchange Agreement. The City of Grantsville hereby approves the Real Estate Exchange 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.

BADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS 15th
DAY OF NOVEMBER, 2023.

BY ORDER OF THE
GRANTSVILLE CITY COUNCIL

By Mayor Neil Critchlow

ATTEST

Braydee Baugh, City Recorder

REAL ESTATE EXCHANGE AGREEMENT

THIS REAL ESTATE EXCHANGE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023 (the "Effective Date"), by and between CRAIG S. BLEAZARD, an individual (the "Property Owner"), and GRANTSVILLE CITY, a Utah municipal corporation (the "City"). Throughout this Agreement, City and Property Owner may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

- A. WHEREAS, Craig S. Bleazard is the legal title holder to a parcel of property referred to as Parcel No. 01-043-0-0017, as more particularly depicted on **Exhibit A** attached hereto and incorporated herein by this reference (the "Bleazard Property").
- B. WHEREAS, the City presently holds legal title to a portion of property that was intended and designed to be used as a roadway ("the Roadway Jog"), which is adjacent to the western edge of the Bleazard Property as depicted in Exhibit A.
- C. WHEREAS, the City desires to obtain a portion of the Bleazard Property consisting of approximately 0.755 acres and more particularly described in **Exhibit B** attached hereto and incorporated herein by this reference (the "Burmester Parcel"), for purposes of using the Burmester Parcel for construction of a future road and underground public utilities, including a culinary waterline ("Future Waterline"), or for a right of way adjacent to Burmester Road. The appraised value of the Burmester Parcel, as of November 2, 2023, is \$111,900.
- D. WHEREAS, the Property Owner desires to obtain a portion of the Roadway Jog consisting of approximately 1.686 acres and more particularly described in **Exhibit C** attached hereto and incorporated herein by this reference (the "Abandoned Parcel"). The appraised value of the Roadway Jog is \$95,500.
- E. WHEREAS, the Property Owner has agreed to transfer the Roadway Jog to the City and the City has agreed to sell and transfer the Abandoned Parcel to the Property Owner, subject to the terms and consideration set forth herein.
- F. WHEREAS, the Parties have negotiated, discussing various terms, and desire to create on final expression of the agreed upon terms of this transaction.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Transfer of the Burmester Parcel. In consideration of the City's obligations under this Agreement, the Property Owner hereby agrees to have Craig S. Bleazard transfer and convey title the Burmester Parcel to the City. The transfer of the Burmester Parcel shall be made via a Special Warranty Deed in the form attached hereto as **Exhibit D**. Transfer of the Burmester Parcel to the City in the manner prescribed herein shall be complete consideration by Property

Owner for the City's obligations contemplated in this Agreement.

2. Transfer of the Portion of Roadway Jog. In consideration of the Property Owner's obligations under this Agreement, the City hereby agrees to transfer to Craig S. Bleazard the Abandoned Parcel. The transfer of the Abandoned Parcel shall be made via Special Warranty Deed in the form attached hereto as ***Exhibit E***.
3. Installation of Water Meters. In consideration of the Property Owner's obligations under this Agreement, the City hereby agrees to install two (2) three-quarter inch (3/4") water meters at the City's sole cost and expense on City's Future Waterline at locations adjacent to the Roadway Jog (the "Installed Meters"). The exact location of the Installed Meters shall be determined by mutual agreement by the Parties at some date in the future when the Future Waterline is constructed and installed. The total cost to install the Installed Meters shall not exceed _____ (the "Installed Meter Amount"). If the Installed Meter Amount is greater than _____, the Property Owner hereby agrees to pay the additional costs.
4. Waiver of Culinary Water Capital Facilities Impact Fees. Typically, when a developer installs a new water meter and connects it to the City's culinary water systems, the developer must pay a Culinary Water Capital Facilities Impact Fee, as described in Granstville City Code § 13-1-7. However, in consideration of the Property Owner's obligations under this Agreement, the City hereby agrees to waive the Culinary Water Capital Facilities Impact Fee for the Installed Meters. This results in a current value of \$5,090 that is benefitting the Property Owner.
5. Title Insurance. The Parties may each, at their sole cost and expense, obtain an owner's policy of title insurance for each respective parcel.
6. Representations and Warranties of the Property Owner. The Property Owner hereby makes the following representations and warranties to the City:
 - a. Authority. The Property Owner has all requisite power and authority to enter into and to perform the terms of this Agreement. The Property Owner has taken all action required by law to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly and validly authorized, executed and delivered by the Property Owner and no other company or individual action is necessary.
 - b. Title to Burmester Parcel. The Property Owner has good and marketable title to the Burmester Parcel. Upon the Close of Escrow, the Burmester Parcel will not be subject to any mortgage, pledge, lien, security interest, encumbrance, restriction, variance, charge or limitation of any kind.
 - c. Litigation. The Property Owner is not involved in, nor is the Property Owner aware of, any proceeding or threatened litigation, administrative or governmental proceeding or investigation, or pending or threatened condemnation or eminent domain proceeding, relating to or otherwise affecting the Burmester Parcel.
 - d. Liens. There are no unsatisfied liens or lien rights concerning the Burmester Parcel.

- e. Bankruptcy Proceedings. Neither the Property Owner nor any part of the Burmester Parcel is the subject of any bankruptcy proceedings.
- f. Foreign Persons. The Property Owner is not a “foreign person,” as that term is defined in Section 1445 of the U.S. Internal Revenue Code of 1986, as amended.
- g. No Warranties from the City. The Property Owner acknowledges that the City has made no warranties, representations or guarantees regarding the Abandoned Parcel, the condition of the Abandoned Parcel or the fitness of the Abandoned Parcel for any particular use or purpose, except of the warranties expressly made in this Agreement.

The representations and warranties of the Property Owner made in this Section shall survive termination or consummation of the transaction contemplated by this Agreement.

7. General Provisions. The following provisions are also an integral part of this Agreement:

- a. Governmental Immunity. The City is a governmental entity under the “Utah Governmental Immunity Act” (*Utah Code Ann. § 63-30-1, et seq.*) (the “Immunity Act”). Nothing herein shall be construed as a waiver of any defenses available under the Immunity Act nor does City waive any limits of liability provided by the Immunity Act or any other provisions of Utah law.
- b. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
- c. No Broker. The City and the Property Owner separately represent and warrant that there are no brokers involved in the transactions and that no commissions shall be paid as the result of the Parties consummating the transactions contemplated by this Agreement. The Parties further agreed to indemnify, defend, and hold the other Party harmless from any claims or causes of action relating to real estate broker or agent fees and commissions claim to be owed by a third party as the result of any agreement, written or otherwise, entered into by one of the Parties that is not disclosed herein.
- d. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.
- e. Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.
- f. Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.
- g. Cumulative Remedies. The rights and remedies of the parties hereto shall be construed

cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of any other right, remedy or priority allowed by law.

- h. Joint Preparation. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumptions or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
- i. Amendment. This Agreement may not be modified except by an instrument in writing signed by both Parties.
- j. Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.
- k. Exhibits. All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.
- l. Recitals. All recitals are expressly made a part of this Agreement as though completely set forth in the body of this Agreement.
- m. No Partnership. The Parties do not by this Agreement in any way or for any purpose become partners or joint venturers with each other.
- n. Venue/Jurisdiction and Attorneys' Fees. In the event any legal action is commenced to enforce this Agreement, jurisdiction and venue shall be properly placed in the 3rd District Court, in and for Tooele County, State of Utah and not in any federal court. Furthermore, in the even any legal action is commenced to enforce this Agreement, the prevailing party shall be entitled to recover all costs incurred and reasonable legal fees (including attorney's fees).

DATED this _____ day of _____, 2023

GRANTSVILLE CITY

ATTEST:

Jesse Wilson, City Manager

Braydee Baugh, City Recorder

APPROVED AS TO FORM:

Brett Coombs, City Attorney

CRAIG S. BLEAZARD

DRAFT

EXHIBIT A
(To the Real Estate Exchange Agreement)

Depiction of the Burmester Parcel and Abandoned Parcel

DRAFT

EXHIBIT B
(To Real Estate Exchange Agreement)

Legal Description of the Burmester Parcel

DRAFT

EXHIBIT C
(To Real Estate Exchange Agreement)

Legal Description of the Abandoned Parcel

DRAFT

EXHIBIT D
(To Real Estate Exchange Agreement)

Special Warranty Deed – Burmester Parcel to City

(Instrument to Follow)

EXHIBIT E
(To Real Estate Exchange Agreement)

Special Warranty Deed – Abandoned Parcel to Craig S. Bleazard

(Instrument to Follow)



527 East Pioneer Road, Suite 240
Draper, Utah 84020
801-262-3388 phone
valbridge.com

November 8, 2023

Tyler Free and BJ Clark
tfree@valbridge.com
bjclark@valbridge.com

Mr. Jesse Wilson
Grantsville City Manager
Grantsville City
429 E Main Street
Grantsville, Utah 84029

Project Name: Burmester Road & Vegas
Street Water Pipeline Extension Project
Owner(s): Craig S. Bleazard
County Parcel(s): 01-043-0-0017

RE: Value opinion for a partial acquisition in fee encompassing 32,909 square feet or 0.755 acre from a 4.931-acre larger parcel for realignment of Burmester Road right-of-way and extension of a new water line in Grantsville, Utah.

Dear Mr. Wilson:

In accordance with your request, we have performed an appraisal of the above referenced property for realignment of Burmester Road right-of-way and extension of a new water line in Grantsville, Utah. The project requires a partial acquisition in fee encompassing 32,909 square feet or 0.755 acre. The acquisition will be from a 214,802-square foot or 4.931-acre larger parcel recorded to Craig S. Bleazard. The impacted property comprises a single tax parcel identified by the Tooele County Recorder as County Parcel 01-043-0-0017 located at 740 N. Burmester Rd in Grantsville, Utah. The land is partially improved with an older concrete block shop building and metal agricultural building with associated gravel driveways, animal corrals, and perimeter fencing. The property is also partially improved with Burmester Road and a sewer line which currently runs through the northwest portion of the property. Ownership is represented by Craig Bleazard – C: (435) 830-1022.

After careful consideration of the information and analysis contained within the report, we are of the opinion that the 'as is' market value of the acquisition, plus potential damages and less any special benefits, based on the expected fee simple market value of the larger parcel, as of November 2, 2023, is:

\$111,900 (Rounded)

"ONE HUNDRED ELEVEN THOUSAND NINE HUNDRED DOLLARS"

Meeting with Property Owner(s)

The appraisers met and spoke with Craig Bleazard (property owner) at the subject property on November 2, 2023 at 1:00 p.m. to discuss the details of the project. A copy of the project documents was presented to the owner at this time. The property owner(s) had the following comments:

- Indicated that he is aware of the project and has been working with Grantsville City on the project.
- Indicated that he has no concerns with the acquisition in general. Wanted to know if we were appraising the Grantsville City right-of-way property in conjunction with the area to be acquired from his property.
- Noted that Burmester Road and a sewer line currently runs through the northwest corner of his property, but the actual right-of-way (easement) runs along the west and north borders of the property. Indicated that he agreed to allow the City to install the roadway and sewer line through his property years go in exchange for the City's right-of-way area to the west of his property. Reportedly, no easements were ever recorded on his property and he never received any compensation for the roadway or sewer line.
- Feels that the value of his property is more valuable than the City's right-of-way.

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them. This appraisal also conforms with Uniform Appraisal Standards for Federal Land Acquisitions, 2000, 49CFR Part 24, and The Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted programs.

Acquisition costs have been determined based on the *value of the take plus damages rule*, or the *state rule* for eminent domain proceedings. The report is to be used for friendly negotiation with the estate owners. The signers of this report have not performed any services regarding the subject property within the three-year period immediately preceding acceptance of the assignment, as an appraiser or in any other capacity.

The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are subject to the General Assumptions and Limiting Conditions contained in the report. The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions which might have affected the assignment results:

Extraordinary Assumptions:

- We have assumed that the entirety of the subject property would receive a zoning change to allow for light industrial development consistent with the existing zoning along the east side of Burmester road (M-D) and the future land use plan. Should it be determined that a rezone would not be permitted, our conclusion of highest and best use and valuation of the property would require revision.

Hypothetical Conditions:

- It is noted that a portion of the subject property is currently traversed by Burmester Road and a City sewer line which runs diagonally through the northwest corner of the property.

Conversations with the property owner and review of a title report indicated that no easements were recorded for the roadway or the sewer line which should be located within the City's right-of-way which runs along the western border of the property. For purposes of this analysis, we have appraised the subject property under the hypothetical condition that these encumbrances are not located on the property.

Jurisdictional Exceptions:

- USPAP typically requires determination of an appropriate marketing / exposure time for the subject property. For purposes of this analysis, we have invoked a jurisdictional exception rule and have not developed a marketing or exposure time for the subject.

Respectfully submitted,
Valbridge Property Advisors | Salt Lake City



Tyler A. Free, MAI
Senior Managing Director

Utah State - Certified General Appraiser License # 6050225-CG00 (Exp. 12/31/24)
--



Brent J. Clark
Appraiser

Utah State – Licensed Appraiser
License # 7025696-LA00 (Exp. 5/31/24)

Summary of Salient Facts

PROJECT DESCRIPTION:

A partial acquisition in fee encompassing 32,909 square feet or 0.755 acre from a 4.931-acre larger parcel for realignment of Burmester Road right-of-way and extension of a new water line.

LOCATION:

740 N. Burmester Rd
Grantsville, Utah, 84029 (Tooele County)

OWNER(S) OF RECORD:

Representative / Agent(s):

Craig S. Bleazard
Craig Bleazard - C: (435) 830-1022

APPRAISED INTEREST:

Fee Simple

ACQUISITION(S):

Acquisition :

32,909 square feet or 0.755 acre

LARGER PARCEL DESCRIPTION:

Size (Before Acquisition):

214,802 square feet or 4.931 acres

Size (After Acquisition):

181,893 square feet or 4.176 acres

Assessor's Parcel Number(s):

01-043-0-0017

Shape:

Mostly rectangular

Topography:

Level and near or at street grade

Orientation:

Interior

Access:

Adequate along Burmester Rd

Utilities:

Power, sewer, and gas; water provided by a well

Building Improvements:

An older concrete block shop building and metal agricultural building (not impacted)

Site Improvements:

Gravel driveways, animal corrals, and perimeter field fencing

Off-Site Improvements:

Asphalt paved street

Flood Designation:

Floodscape Map #49045 C 1605 C, dated November 18, 2009; Zone D - Areas of possible but undetermined flood hazards.

ZONING:

General Plan:

[M-D & A-10] Manufacturing Distribution and
Agricultural
Commercial

HIGHEST AND BEST USE AS VACANT:

Light industrial use

HIGHEST AND BEST USE AS IMPROVED:

N/A

VALUATION DATE:

November 2, 2023

REPORT COMPLETION DATE:

November 8, 2023

Summary of Salient Facts, Continued

VALUE CONCLUSIONS

Parts Acquired	\$106,954
On-Site Improvements	\$0
Compensable Damages	\$4,867
Special Benefits	(<u>\$0</u>)
Net Damage to Remainder	\$4,867
Cost-to-Cure Items	\$0
Total Value of Acquisitions	\$111,821
ROUNDED	\$111,900

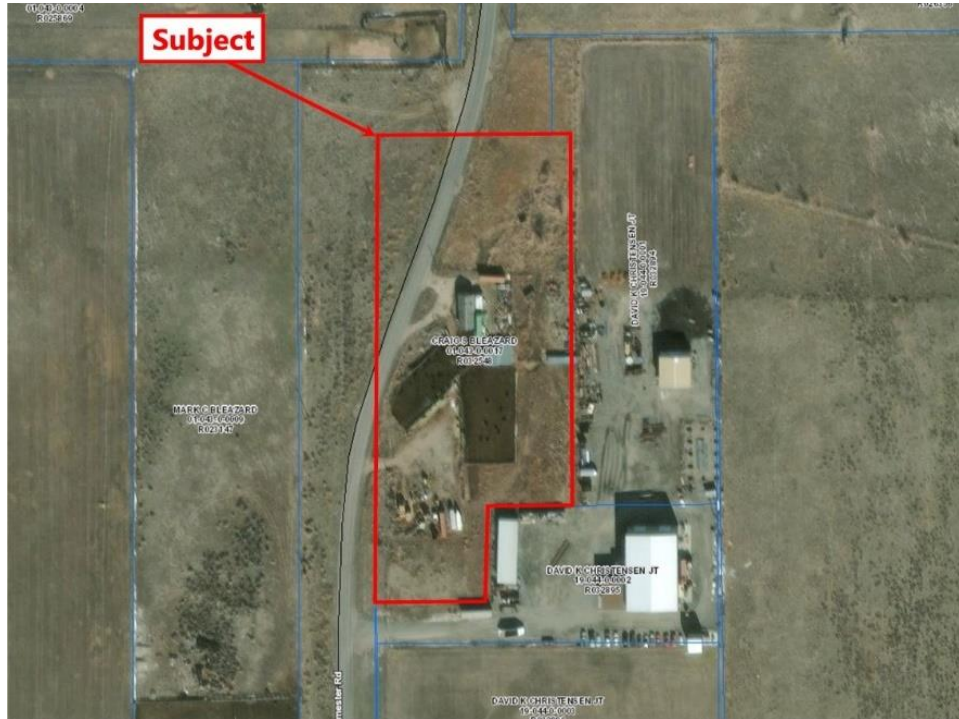
ACQUISITION BREAKDOWN

Acquisition	\$106,954
Compensable Damages	\$4,867

EPM Acquisition Summary									
Burmester Road & Vegas Street Water Pipeline Extension Project									
Craig S. Bleazard									
740 N. Burmester Rd, Grantsville, Utah									
Land	Owner	Acquisition	Perpetual Easement	Temporary Easement	\$/Unit	Percent	Discount Factor	Subtotal	Total
	Craig S. Bleazard	32,909			\$3.25	100.00%	1.00000	\$106,954	
									\$106,954
Improvements	Improvement	Unit	Quantity		\$/Unit	Depreciation	Adjusted \$/Unit	Subtotal	Total
	None	--	0		\$0	0%	\$0	\$0	
									\$0
Cost to Cure	Improvement	Unit	Quantity		\$/Unit	Quantity Adj. Factor	Adjusted \$/Unit	Subtotal	Total
	None	SF	0		\$0	--	\$0	\$0	
									\$0
Damages	Description	Unit	Quantity		\$/Unit	Percent	Factor	Subtotal	Total
	Loss in Utility to Northwest Remainder	Estimate	1		\$4,867	100%	1.00	\$4,867	
									\$4,867
Benefits	Description	Unit	Quantity		\$/Unit	Percent	Factor	Subtotal	Total
	None	--	0		\$0	0%	0.00	\$0	
									\$0
Total									
	Total								\$111,821
	Rounded								\$111,900

Aerial and Project Views

AERIAL VIEW



PROJECT AREA – FACING SOUTH ALONG BURMESTER ROAD





527 East Pioneer Road, Suite 240
Draper, Utah 84020
801-262-3388 phone
valbridge.com

November 8, 2023

Tyler Free and BJ Clark
tfree@valbridge.com
bjclark@valbridge.com

Mr. Jesse Wilson
Grantsville City Manager
Grantsville City
429 E Main Street
Grantsville, Utah 84029

Owner(s): Grantsville City
County Parcel(s): *Not Assigned*

RE: Appraisal Report
Burmester Road Right-of-Way (1.686 Acres to be Vacated / Exchanged)
750 N. Burmester Rd
Grantsville, Utah 84029

Dear Mr. Wilson:

In accordance with your request, we have performed an appraisal of the above referenced property. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions. This letter of transmittal is not valid if separated from the appraisal report.

The subject property, as referenced above, comprises two non-contiguous tracts of land encompassing a gross area of 73,430 square feet or 1.686 acres and is currently part of existing Burmester Road public right-of-way. The property is recorded to Grantsville City and has *not* been assigned tax identification numbers by the Tooele County Assessor. Grantsville City plans to realign Burmester Road at approximately 750 north and install a new water line within the road, resulting in the subject tracts being surplus to the new right-of-way alignment. The abutting property owner to the east (Craig Bleazard) has expressed interest in acquiring the subject tracts in exchange for the 32,909 sf or 0.755 acre to be acquired from his property once the existing Burmester Road right-of-way is vacated, which is the intended use of this appraisal. A more detailed description of the subject is found in the following report.

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them.

The client in this assignment is Grantsville City and the intended user of this report is Grantsville City, their assigns/affiliates and no others. The intended use of this appraisal is for potential sale/trade considerations and no other use. The effective date of the report is November 2, 2023, which is the date of inspection.

The signers of this report have not performed any services regarding the subject property within the three-year period immediately preceding acceptance of the assignment, as an appraiser or in any other capacity.

The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are subject to the General Assumptions and Limiting Conditions contained in the report. The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions which might have affected the assignment results:

Extraordinary Assumptions:

- We have assumed that the entirety of the subject property would receive a zoning change to allow for light industrial development consistent with the existing zoning along the east side of Burmester road (M-D) and the future land use plan. Should it be determined that a rezone would not be permitted, our conclusion of highest and best use and valuation of the property would require revision.

Hypothetical Conditions:

- The subject has been valued based on the hypothetical condition that it has suitable physical characteristics for development. A subsequent deduction is made for the lack of developability as a standalone parcel being part of a public right-of-way.

Based on the analysis contained in the following report, our value conclusions are summarized as follows:

Value Conclusion

Component	As Is
Value Type	Market Value
Real Property Interest	Fee Simple
Effective Date of Value	November 2, 2023
Value Conclusion	\$95,500
	\$1.30 PSF

Respectfully submitted,
Valbridge Property Advisors | Salt Lake City



Tyler A. Free, MAI
Senior Managing Director

Utah State - Certified General Appraiser
License # 6050225-CG00 (Exp. 12/31/24)



Brent J. Clark
Appraiser

Utah State – Licensed Appraiser
License # 7025696-LA00 (Exp. 5/31/24)

Summary of Salient Facts

Property Identification

Property Name	Burmester Road Right-of-Way (1.686 Acres to be Vacated / Traded)
Property Address	750 N. Burmester Rd Grantsville, Tooele County, Utah 84029
Latitude & Longitude	40.618013, -112.458748
Tax Parcel Number	Not Assigned
Property Owner	Grantsville City

Site

Zoning	Manufacturing Distribution and Agricultural (M-D & A-10)
FEMA Flood Map No.	49045 C 1605 C
Flood Zone	Zone D
Gross Land Area	73,430 square feet
Usable Land Area	73,430 square feet

Valuation Opinions

Highest & Best Use - As Vacant	Assemblage for future light industrial use
Highest & Best Use - As Improved	Continued public right-of-way
Reasonable Exposure Time	Six to nine months
Reasonable Marketing Time	Six to nine months

Value Indications

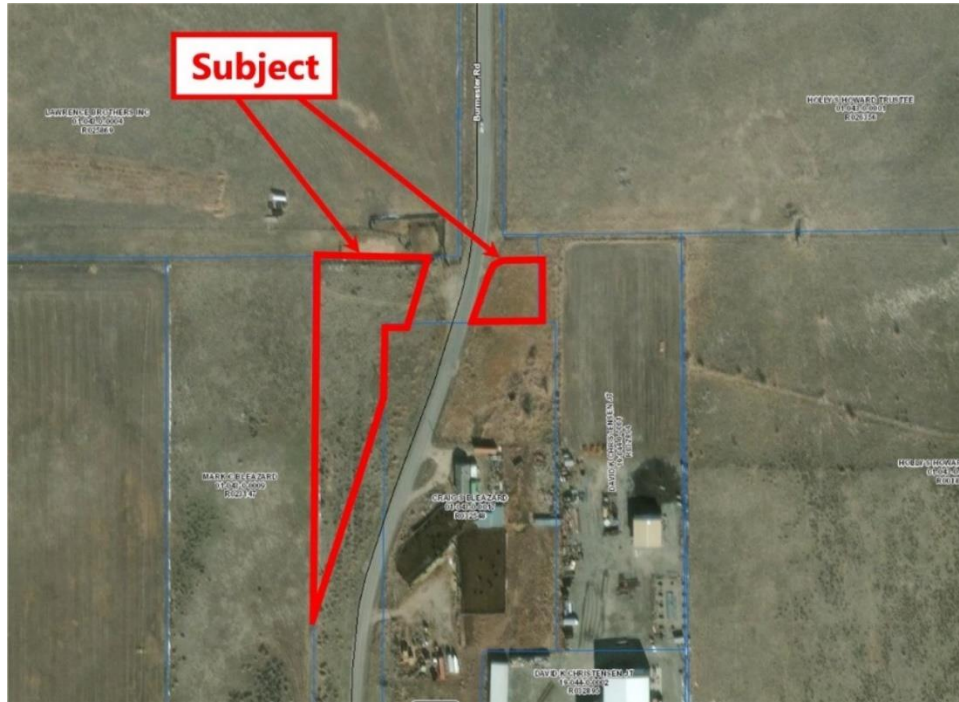
Approach to Value	As Is
Sales Comparison - Land Only	\$95,500
Cost	Not Developed
Income Capitalization	Not Developed

Value Conclusion

Component	As Is
Value Type	Market Value
Real Property Interest	Fee Simple
Effective Date of Value	November 2, 2023
Value Conclusion	\$95,500
	\$1.30 PSF

Aerial and Front Views

AERIAL VIEW



SUBJECT (EAST PORTION) – FACING EAST FROM BURMESTER ROAD



AGENDA ITEM #6

Council Reports

AGENDA ITEM #7

Adjourn