



February 21st, 2024

City Council Meeting

Information Packet

Agenda Item #1

Presentation by Rocky Mountain Power
to the Veterans Memorial Committee

Agenda Item #2

Presentation by the Historical
Preservation Committee

Agenda Item #3

Public Comment

Agenda Item #4

Summary Action Items

- a. Approval of Minutes from the
February 7th, 2024 Regular Meeting
- b. Approval of Bills

Unapproved

**MINUTES OF THE REGULAR MEETING OF THE GRANTSVILLE CITY COUNCIL,
HELD ON FEBRUARY 7, 2024 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

Heidi Hammond

Jeff Williams

Rhett Butler

Council Members Not Present:

Appointed Officers and Employees Present:

Jesse Wilson, City Manager

Braydee Baugh, City Recorder

Sherrie Broadbent, Finance Director

Brett Coombs, City Attorney

Heidi Jeffries, HR/Treasurer (via Zoom)

James Waltz, Public Works Director

Robert Sager, Police Chief

Citizens and Guests Present: There were many members of the public present in person and via Zoom

Mayor Critchlow asked Braydee Baugh to lead the Pledge of Allegiance

AGENDA:

1. Communities that Care Youth Recognition Award:

Layne Koyle was present for this item. He recognized Maggie Bird and Ashton Oliver.

2. Public Comment: No public comments were offered

3. Summary Action Items

a. Approval of Minutes from the January 17th, 2024 Regular and January 31st, 2024 Work Meeting

b. Approval of Bills

Motion: Councilmember Jenkins made the motion to Approve Summary action items

Second: Councilmember Butler seconded the motion.

Councilmember Jenkins suggested contacting Rocky Mountain Power and Dominion Energy to provide an energy efficiency reports. Councilmember Hammond asked if there was a better place for the Fire Department to meet to reduce the energy consumption for the fire department schedule.

Councilmember Hammond asked what service Psomas was providing for that cost. Councilmember Butler advised it was for the entire West Bank bench area, not a specific project.

4. Consideration of Ordinance 2024-07 Amending the Consolidated Fee Schedule

Unapproved

Jesse Wilson stood to represent this item and explained this was for the engineering fees.

Motion: Councilmember Butler made the motion to Approve Amending the Consolidated Fee Schedule

Second: Councilmember Hammond seconded the motion.

Vote: The vote was as follows: Councilmember Hammond, “Aye”, Councilmember Butler, “Aye”, Councilmember Bevan, “Aye”, Councilmember Williams “Aye”, and Councilmember Jenkins, “Aye”. The motion carried.

5. Consideration of Ordinance 2024-09 approving the rezone of 2 acres of property located at 1042 North Old Lincoln Hwy to go from a PUD Zone Designation to an RR-1 zoning designation

Mayor Critchlow discussed the “Courtesy” easement and it becoming a recorded easement. Councilmember Butler wanted to ask Barry Bunderson about the easement. Easement south of existing fence line is south of the current courtesy easement that Bud Christiansen is utilizing will be an official easement.

Motion: Councilmember Butler made the motion to Approve Ordinance 2024-09 approving the rezone of 2 acres of property located at 1042 North Old Lincoln Hwy to go from a PUD Zone Designation to an RR-1 Zoning Designation.

Second: Councilmember Jenkins seconded the motion.

Vote: The vote was as follows: Councilmember Hammond, “Aye”, Councilmember Butler, “Aye”, Councilmember Bevan, “Aye”, Councilmember Williams “Aye”, and Councilmember Jenkins, “Aye”. The motion carried.

6. Discussion regarding the Final Plat extension allowance

Jesse Wilson was present for this item. Mr. Wilson explained the developer wanted to extend recording the final plat. Mr. Wilson advised there is not a process for allowing this but the developer was continually trying to work on this process with the City. Mr. Bunderson stood to represent this item. Councilmember Butler asked Mr. Bunderson what could have been improved in the City processes. Mr. Bunderson advised the Development Agreement had language missing after several reviews and timeliness of that caused the issues with delay. Councilmember Butler asked what an acceptable extension request time frame would be for. Mr. Bunderson requested 6 months of extension. JJ/HH moved to make an action item. HH/RB

7. Discussion regarding Funding Appropriation for the Design of 2.0 MG Water Tank

Sherrie Broadbent and James Waltz were present for this item. Ms. Broadbent explained this is part of the process needed to start the design. Robert Rouselle discussed the location of the proposed tank.

Unapproved

Councilmember Jenkins asked if Dave Stewart could be utilized to obtain a grant. Ms. Broadbent advised a lot of grants appreciate if there is a design already submitted. Councilmember Williams asked if the tank is above or below ground. Mr. Waltz explained two tanks would be in series above ground. Councilmember Williams asked if this would assist with the deficiencies and if the City will need to drill new wells. Mr. Waltz advised that is correct and new projects coming in would have to pay partially. Ms. Broadbent advised that once we compensate for the deficit we can use impact fees for additional wells

Motion: Councilmember Butler made the motion to Approve making this item an action item.

Second: Councilmember Williams seconded the motion.

Vote: The vote was as follows: Councilmember Hammond, “Aye”, Councilmember Butler, “Aye”, Councilmember Bevan, “Aye”, Councilmember Williams “Aye”, and Councilmember Jenkins, “Aye”. The motion carried.

Motion: Councilmember Bevan made the motion to Approve appropriating the funds for the design of a 2.0 MG Water Tank

Second: Councilmember Williams seconded the motion.

Vote: The vote was as follows: Councilmember Hammond, “Aye”, Councilmember Butler, “Aye”, Councilmember Bevan, “Aye”, Councilmember Williams “Aye”, and Councilmember Jenkins, “Aye”. The motion carried.

8. Council Reports

Councilmember Bevan: Met with Library Board and appreciates the work they do. Historical Preservation committee will meet every 2nd Wednesday.

Councilmember Butler: Planning Commission discussions 1) Fifth Wednesday joint meetings and would like to have them scheduled. 2) Clarified the Appeals process 3) Would like Jesse to follow up with code that were adopted but not published 4) Further discussed the Public Notice process adopting different ways to provide information to the public. The popup on the Grantsville City website should have information related to the public notice for land use items coming through.

Councilmember Hammond: Working on Main Street beautification. Has been working with James Waltz on the parks and the plan moving forward.

Councilmember Jenkins: Youth Council is currently working on a blanket campaign. Teen Parent group is going well. Tuesday February 20th is scheduled for community of fun event organization. Attended Chamber of Commerce Banquet was great and Grantsville City nominated Christy Johnson. Would like to discuss Switchpoint and make residents aware of the services available.

Councilmember Williams: This is the 140 year of the Grantsville Sociable. Appreciates all the work being put into the event. Tickets are available at City Hall, Soelberg’s, or Online.

Unapproved

Mayor Critchlow: Saturday February 24th in Tooele there is a Latin Expo being held with a lot of public information being available. Discussed Development Agreements and a new process

Jesse Wilson: School may need a noise variance for the School Basketball champions

9. Closed Session (Imminent Litigation, Personnel, Real Estate)

Motion: Councilmember Butler made the motion to enter into a closed session

Second: Councilmember Jenkins seconded the motion.

Vote: The vote was as follows: Councilmember Hammond, “Aye”, Councilmember Butler, “Aye”, Councilmember Bevan, “Aye”, Councilmember Williams “Aye”, and Councilmember Jenkins, “Aye”. The motion carried.

Closed Session Began: 8:08pm

Closed Session Ended: 8:55 pm

10. Adjourn

Motion: Councilmember Butler made the motion to adjourn

Second: Councilmember Bevan seconded the motion.

Vote: The vote was as follows: Councilmember Hammond, “Aye”, Councilmember Butler, “Aye”, Councilmember Bevan, “Aye”, Councilmember Williams “Aye”, and Councilmember Jenkins, “Aye”. The motion carried.

Agenda Item #5

Approval of the Water Right Transfer and Banking Agreement between WC-NSR2, LLC and Grantsville City to bank **34.9333** acre-feet of water credits with Grantsville City

WATER RIGHT TRANSFER AND BANKING AGREEMENT

This Water Right Transfer and Banking Agreement (“**Agreement**”) is entered into as of the 21st day of February, 2024 (“**Effective Date**”), by and between WC-NSR2, LLC (“**Owner**”) and GRANTSVILLE CITY, a municipal corporation and political subdivision of the State of Utah (“**City**”).

RECITALS

WHEREAS Owner is the owner of 14.9333 acre-feet of Water Right No. 15-91, 10 acre-feet of Water Right No. 15-477, and 10 acre-feet of Water Right No. 15-506 (collectively, “**Water Right**”), which permits Owner to divert 34.9333 acre-feet of water from three wells for irrigation of 7.683325 acres and stockwatering of 150 ELUs; and

WHEREAS Owner is the owner of 34.9333 acre-feet of Permanent Change Application a47802 (“**Change Application**”), which permits the diversion of water from City’s wells for municipal purposes within City’s service area; and

WHEREAS Owner desires to transfer the Water Right and Change Application to City in order to bank the water with City for use by Owner and/or other developers to meet City’s water dedication requirements for development; and

WHEREAS City is willing to accept the Water Right and Change Application for use in its system in satisfaction of its water dedication requirements for present or future developments of Owner or Owner’s assigns, to the extent provided by City Code section 21.6.12, as may be amended.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and City, incorporating the recitals set forth above, agree as follows:

1. Transfer and Acceptance of the Water Right. Subject to the terms and provisions of this Agreement, Owner has conveyed and assigned, or will convey and assign, the Water Right and Change Application to City by Water Right Warranty Deed and Assignment recorded with the Tooele County Recorder’s Office. City accepts the conveyance and assignment of the Water Right and Change Application. City has obtained or will obtain, at Owner’s expense, a water rights title insurance policy for the Water Right. City agrees and acknowledges that the Water Right is an acceptable water right for purposes of satisfying City’s water dedication requirements. Owner acknowledges that under the Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to Owner any portion of the Water Right once it has been dedicated to City.

2. Water Credits. In exchange for the transfer of the Water Right and Change Application, City hereby grants water dedication credits for **34.9333 acre-feet** of water (“Credits”) to Owner. As provided herein, the Credits may be used by Owner to meet City’s water dedication requirements for Owner’s development(s) or may be assigned by Owner to other developers. The City Recorder shall maintain a credit log to keep track of any Credits that have not yet been dedicated to a specific development to meet City’s water dedication requirements. Owner, or any assignee of all or a portion of the Credits, may request a copy of the credit log by making a written request to the City Recorder. Within five business days of receiving the request, the City Recorder will provide a copy of the credit log.

3. Use of Credits for Owner’s Developments. Owner may use the Credits in order to meet City’s water dedication requirements as part of the development approval process. Prior to final plat approval, Owner shall send the City Recorder a completed Dedication of Water Credits form to apply a portion of the Credits to a specific development. The number of acre-feet from the Credits required for dedication to a particular development shall be determined by City ordinances and policies existing at the time of the dedication. A decision to apply the Credits to a specific development is final, and any Credits so applied are deemed attached to the development property and are no longer available for application to another project or assignment to a third party.

4. Assignment of Credits. Owner may assign any or all of the Credits to other developers using an Assignment of Water Credits form similar to Exhibit A (“Assignment”). An Assignment must be signed by Owner. An assignee shall present the Assignment, with original signatures, to the City Recorder, at which time the City Recorder shall update the credit log to account for the Assignment. The City Recorder shall also keep a copy of each Assignment in his/her records. An assignee may assign the Credits in the same manner outlined herein or may use the Credits in order to meet City’s water dedication requirements. Any assignment of Credits that is not presented to the City Recorder as provided in this paragraph shall be void as against any subsequent purchaser, in good faith and for valuable consideration, of the same Credits, or any portion thereof, where the subsequent purchaser’s assignment is first presented to the City Recorder.

5. Use of Credits by Assignees. An assignee may use the Credits in order to meet City’s water dedication requirements as part of the development approval process. Prior to final plat approval, assignee shall send the City Recorder a completed Dedication of Water Credits form to apply a portion of the Credits to a specific development. The number of acre-feet from the Credits required for dedication to a particular development shall be determined by City ordinances and policies existing at the time of the dedication. A decision to apply the Credits to a specific development is final, and any Credits so applied are no longer available for application to another project or assignment to a third party.

6. City’s Use of Water Right. Upon execution of this Agreement, City shall have the full and unencumbered right to divert and beneficially use the water under the Water Right. City bears the responsibility to protect and maintain in good standing the Water Right, including placing the Water Right to beneficial use, filing proof documents on the Change Application, and filing other documentation with the Utah Division of Water Rights. Owner agrees to provide any information or other assistance, as requested by City, that is reasonably necessary to protect and

maintain the Water Right. Owner's rights to Credits under this Agreement will not be affected if the Water Right is forfeited, abandoned, or otherwise lost due to City's nonuse.

7. Termination by Owner. Owner may, at any time and in its sole discretion, terminate this Agreement by filing written notice of termination with the City Recorder. Upon termination, any Credits that have not been dedicated to a specific development shall immediately and automatically pass to City.

8. Cessation of Owner's Use. Upon execution of this Agreement, Owner shall immediately cease any and all use of the Water Right.

9. Successors and Assigns. Pursuant to the terms of this Agreement, Owner shall have the right to assign its rights, duties, and obligations. The parties acknowledge that the rights, duties, and obligations of Owner will also apply to any successor or assign of Owner, and that the use of the term "Owner" in this contract includes Owner's successors or assigns.

10. Ownership of Water Facilities. Nothing in this Agreement shall alter the ownership of any wells or other water facilities of Owner or City.

11. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning its subject matter. This Agreement shall not be amended or modified except by written instrument signed by both parties.

12. Construction and Enforcement. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. This Agreement may be specifically enforced.

13. Third Party Beneficiaries. Except for the assignees of Credits, this Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

14. Attorney Fees. In any action arising out of this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

15. Further Assurances. After the execution of this Agreement, the parties agree to execute and deliver such documents, and to take or cause to be taken all such other actions, as either party may reasonably deem necessary or appropriate in order to carry out the intents and purposes of this Agreement.

16. Severability. If any term, covenant, or condition of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and the remainder of the Agreement shall remain in full force and effect.

17. Authority of Parties. The persons signing this Agreement represent and warrant that they have full authority to do so and that their corporation or entity has undertaken and obtained whatever formalities and approvals are necessary to enter into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GRANTSVILLE CITY

Jesse Wilson, City Manager

Attest _____
Braydee Baugh, City Recorder

STATE OF UTAH)
 :ss
COUNTY OF TOOELE)

On the ____ day of February, 2024, personally appeared before me Jesse Wilson and Braydee Baugh, known to me to be the City Manager and City Recorder, respectively, of GRANTSVILLE CITY, who acknowledged to me that they executed the within Water Right Transfer and Banking Agreement pursuant to a resolution of the City Council adopted pursuant to notice at a regular meeting at which a quorum was in attendance.

NOTARY PUBLIC

WC-NSR2, LLC

Westates Development Management LLC, Manager
By: Stan T. Rowlan, Manager

STATE OF UTAH)
 :ss
COUNTY OF _____)

On the ____ day of February, 2024, Stan T. Rowlan personally appeared before me and duly acknowledged that he, acting in his authorized capacity as Manager of Westates Development Management LLC, as Manager of WC-NSR2, LLC, executed the foregoing Water Right Transfer and Banking Agreement for the purposes stated therein.

NOTARY PUBLIC

EXHIBIT A

ASSIGNMENT OF WATER CREDITS

This Assignment of Water Credits ("Assignment") is entered into as of this ____ day of _____, 20__, by and between _____ ("Assignor"), whose mailing address is _____, and _____ ("Assignee"), whose mailing address is _____. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor transfers and assigns to Assignee ____ acre-feet of water credits that were banked with Grantsville City pursuant to the Water Right Transfer and Banking Agreement between WC-NSR2, LLC and GRANTSVILLE CITY, dated February 21, 2024.

In order to effectuate this Assignment, Assignee shall present this original Assignment to the Grantsville City Recorder.

DATED this ____ day of _____, 20__.

Transferor

State of _____)
 :SS
County of _____)

On the ____ day of _____, 20__, personally appeared before me _____, personally known to me to be the person whose name is subscribed to this instrument, who acknowledged that he/she executed it.

Notary Public

Agenda Item #6

Approval of the Water Right Transfer and Banking Agreement between SF Residential, LLC and Grantsville City to bank **69.619** acre-feet of water credits with Grantville City

WATER RIGHT TRANSFER AND BANKING AGREEMENT

This Water Right Transfer and Banking Agreement (“**Agreement**”) is entered into as of the 21st day of February, 2024 (“**Effective Date**”), by and between SF RESIDENTIAL, LLC (“**Owner**”) and GRANTSVILLE CITY, a municipal corporation and political subdivision of the State of Utah (“**City**”).

RECITALS

WHEREAS Owner is the owner of 69.619 acre-feet of Water Right No. 15-91 (“**Water Right**”), which permits Owner to divert 69.619 acre-feet of water from a well for irrigation of 17.40475 acres; and

WHEREAS Owner is the owner of 69.619 acre-feet of Permanent Change Application a47802 (“**Change Application**”), which permits the diversion of water from City’s wells for municipal purposes within City’s service area; and

WHEREAS Owner desires to transfer the Water Right and Change Application to City in order to bank the water with City for use by Owner and/or other developers to meet City’s water dedication requirements for development; and

WHEREAS City is willing to accept the Water Right and Change Application for use in its system in satisfaction of its water dedication requirements for present or future developments of Owner or Owner’s assigns, to the extent provided by City Code section 21.6.12, as may be amended.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and City, incorporating the recitals set forth above, agree as follows:

1. Transfer and Acceptance of the Water Right. Subject to the terms and provisions of this Agreement, Owner has conveyed and assigned, or will convey and assign, the Water Right and Change Application to City by Water Right Warranty Deed and Assignment recorded with the Tooele County Recorder’s Office. City accepts the conveyance and assignment of the Water Right and Change Application. City has obtained or will obtain, at Owner’s expense, a water rights title insurance policy for the Water Right. City agrees and acknowledges that the Water Right is an acceptable water right for purposes of satisfying City’s water dedication requirements. Owner acknowledges that under the Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to Owner any portion of the Water Right once it has been dedicated to City.

2. Water Credits. In exchange for the transfer of the Water Right and Change Application, City hereby grants water dedication credits for **69.619 acre-feet** of water (“**Credits**”)

to Owner. As provided herein, the Credits may be used by Owner to meet City's water dedication requirements for Owner's development(s) or may be assigned by Owner to other developers. The City Recorder shall maintain a credit log to keep track of any Credits that have not yet been dedicated to a specific development to meet City's water dedication requirements. Owner, or any assignee of all or a portion of the Credits, may request a copy of the credit log by making a written request to the City Recorder. Within five business days of receiving the request, the City Recorder will provide a copy of the credit log.

3. Use of Credits for Owner's Developments. Owner may use the Credits in order to meet City's water dedication requirements as part of the development approval process. Prior to final plat approval, Owner shall send the City Recorder a completed Dedication of Water Credits form to apply a portion of the Credits to a specific development. The number of acre-feet from the Credits required for dedication to a particular development shall be determined by City ordinances and policies existing at the time of the dedication. A decision to apply the Credits to a specific development is final, and any Credits so applied are deemed attached to the development property and are no longer available for application to another project or assignment to a third party.

4. Assignment of Credits. Owner may assign any or all of the Credits to other developers using an Assignment of Water Credits form similar to Exhibit A ("Assignment"). An Assignment must be signed by Owner. An assignee shall present the Assignment, with original signatures, to the City Recorder, at which time the City Recorder shall update the credit log to account for the Assignment. The City Recorder shall also keep a copy of each Assignment in his/her records. An assignee may assign the Credits in the same manner outlined herein or may use the Credits in order to meet City's water dedication requirements. Any assignment of Credits that is not presented to the City Recorder as provided in this paragraph shall be void as against any subsequent purchaser, in good faith and for valuable consideration, of the same Credits, or any portion thereof, where the subsequent purchaser's assignment is first presented to the City Recorder.

5. Use of Credits by Assignees. An assignee may use the Credits in order to meet City's water dedication requirements as part of the development approval process. Prior to final plat approval, assignee shall send the City Recorder a completed Dedication of Water Credits form to apply a portion of the Credits to a specific development. The number of acre-feet from the Credits required for dedication to a particular development shall be determined by City ordinances and policies existing at the time of the dedication. A decision to apply the Credits to a specific development is final, and any Credits so applied are no longer available for application to another project or assignment to a third party.

6. City's Use of Water Right. Upon execution of this Agreement, City shall have the full and unencumbered right to divert and beneficially use the water under the Water Right. City bears the responsibility to protect and maintain in good standing the Water Right, including placing the Water Right to beneficial use, filing proof documents on the Change Application, and filing other documentation with the Utah Division of Water Rights. Owner agrees to provide any information or other assistance, as requested by City, that is reasonably necessary to protect and maintain the Water Right. Owner's rights to Credits under this Agreement will not be affected if the Water Right is forfeited, abandoned, or otherwise lost due to City's nonuse.

7. Termination by Owner. Owner may, at any time and in its sole discretion, terminate this Agreement by filing written notice of termination with the City Recorder. Upon termination, any Credits that have not been dedicated to a specific development shall immediately and automatically pass to City.

8. Cessation of Owner's Use. Upon execution of this Agreement, Owner shall immediately cease any and all use of the Water Right.

9. Successors and Assigns. Pursuant to the terms of this Agreement, Owner shall have the right to assign its rights, duties, and obligations. The parties acknowledge that the rights, duties, and obligations of Owner will also apply to any successor or assign of Owner, and that the use of the term "Owner" in this contract includes Owner's successors or assigns.

10. Ownership of Water Facilities. Nothing in this Agreement shall alter the ownership of any wells or other water facilities of Owner or City.

11. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning its subject matter. This Agreement shall not be amended or modified except by written instrument signed by both parties.

12. Construction and Enforcement. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. This Agreement may be specifically enforced.

13. Third Party Beneficiaries. Except for the assignees of Credits, this Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

14. Attorney Fees. In any action arising out of this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

15. Further Assurances. After the execution of this Agreement, the parties agree to execute and deliver such documents, and to take or cause to be taken all such other actions, as either party may reasonably deem necessary or appropriate in order to carry out the intents and purposes of this Agreement.

16. Severability. If any term, covenant, or condition of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and the remainder of the Agreement shall remain in full force and effect.

17. Authority of Parties. The persons signing this Agreement represent and warrant that they have full authority to do so and that their corporation or entity has undertaken and obtained whatever formalities and approvals are necessary to enter into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GRANTSVILLE CITY

Jesse Wilson, City Manager

Attest _____
Braydee Baugh, City Recorder

STATE OF UTAH)
 :ss
COUNTY OF TOOELE)

On the ____ day of February, 2024, personally appeared before me Jesse Wilson and Braydee Baugh, known to me to be the City Manager and City Recorder, respectively, of GRANTSVILLE CITY, who acknowledged to me that they executed the within Water Right Transfer and Banking Agreement pursuant to a resolution of the City Council adopted pursuant to notice at a regular meeting at which a quorum was in attendance.

NOTARY PUBLIC

SF RESIDENTIAL, LLC

Stan Rowlan, Manager

STATE OF UTAH)
 :ss
COUNTY OF _____)

On the ____ day of February, 2024, Stan Rowlan personally appeared before me and duly acknowledged that he, acting in his authorized capacity as Manager of SF RESIDENTIAL, LLC, executed the foregoing Water Right Transfer and Banking Agreement for the purposes stated therein.

NOTARY PUBLIC

EXHIBIT A

ASSIGNMENT OF WATER CREDITS

This Assignment of Water Credits ("Assignment") is entered into as of this ____ day of _____, 20__, by and between _____ ("Assignor"), whose mailing address is _____, and _____ ("Assignee"), whose mailing address is _____. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor transfers and assigns to Assignee ____ acre-feet of water credits that were banked with Grantsville City pursuant to the Water Right Transfer and Banking Agreement between SF RESIDENTIAL, LLC and GRANTSVILLE CITY, dated February 21, 2024.

In order to effectuate this Assignment, Assignee shall present this original Assignment to the Grantsville City Recorder.

DATED this ____ day of _____, 20__.

Transferor

State of _____)
:ss
County of _____)

On the ____ day of _____, 20__, personally appeared before me _____, personally known to me to be the person whose name is subscribed to this instrument, who acknowledged that he/she executed it.

Notary Public

Agenda Item #7

Consideration of Resolution 2024-07 a
Resolution Of The City Council (The
“Council”) Of Grantsville City, Utah
(The “City”), Dismissing Certain
Members And Appointing New
Members Of The Board Of Trustees Of
The Deseret Public Infrastructure District
(The “District”)

RESOLUTION 2024-07

A RESOLUTION OF THE CITY COUNCIL (THE “COUNCIL”) OF GRANTSVILLE CITY, UTAH (THE “CITY”), DISMISSING CERTAIN MEMBERS AND APPOINTING NEW MEMBERS OF THE BOARD OF TRUSTEES OF THE DESERET PUBLIC INFRASTRUCTURE DISTRICT (THE “DISTRICT”)

WHEREAS, by Resolution 2024-07, the Council authorized the creation of the District; and

WHEREAS, the Council has the responsibility and authority pursuant to *Utah Code Annotated* §17D-4-202, to appoint individuals to the Board of the District; and

WHEREAS, on May 24, 2023, the Council appointed each of Dillon Hutchins, Ben Nelson, and Dean Johnson to serve an initial 4-year term on the District’s Board of Trustees; and

WHEREAS, the District has requested replacing each of Dillon Hutchins, Ben Nelson, and Dean Johnson with new Board Members to serve out the remaining years of their initial terms; and

WHEREAS, the Council finds that the public interest would be served by the new appointments;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL, AS FOLLOWS:

Section 1. Dismissal. The Council hereby dismisses Dillon Hutchins, Ben Nelson and Dean Johnson from the Board of Trustees of the Deseret Public Infrastructure District, effective January 1, 2024.

Section 2. Appointment. The Council hereby appoints Josh Brgoch, Mark Nickless, and Thomas Clark as members of the Board of Trustees of the Deseret Public Infrastructure District, to serve out the remaining years on the initial 4-year terms to which Dillon Hutchins, Ben Nelson, and Dean Johnson were originally appointed to serve.

Section 3. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the City Council of Grantsville City, Utah, this ____ day of February ___, 2024.

GRANTSVILLE, UTAH

Neil Critchlow, Mayor

ATTEST:

Braydee Baugh, City Recorder

Agenda Item #8

Approval of Resolution 2024-08
awarding the contract for General City
Engineering Services

ENSIGN ENGINEERING 2024 HOURLY RATE SCHEDULE

Principal	\$205.00 Per Hour
Sr. Design Engineer I	\$190.00 Per Hour
Sr. Design Engineer II	\$170.00 Per Hour
Sr. Design Engineer III	\$155.00 Per Hour
Design Engineer I	\$145.00 Per Hour
Design Engineer II	\$135.00 Per Hour
Design Engineer III	\$125.00 Per Hour
Planner I	\$185.00 Per Hour
Planner II	\$165.00 Per Hour
Licensed Surveyor I	\$165.00 Per Hour
Licensed Surveyor II	\$145.00 Per Hour
Licensed Surveyor III	\$130.00 Per Hour
1 Person HDS Survey Crew/PLS Crew Chief	\$190.00 Per Hour
1 Person GPS Survey	\$170.00 Per Hour
2 Person GPS Survey	\$195.00 Per Hour
Sr Survey Technician I	\$150.00 Per Hour
Sr Survey Technician II	\$140.00 Per Hour
Sr Survey Technician III	\$130.00 Per Hour
Survey Technician I	\$125.00 Per Hour
Survey Technician II	\$105.00 Per Hour
Survey Technician III	\$90.00 Per Hour
Sr. CAD Designer I	\$150.00 per Hour
Sr. CAD Designer II	\$140.00 Per Hour
Sr. CAD Designer III	\$130.00 Per Hour
CAD Designer I	\$120.00 Per Hour
CAD Designer II	\$110.00 Per Hour
CAD Designer III	\$100.00 Per Hour
CAD Designer IV	\$90.00 Per Hour
Secretary/Office Staff	\$75.00 Per Hour
Expert Witness (Preparation)	\$290.00 Per Hour
Expert Witness (Deposition/Court)	\$300.00 Per Hour
Prints	\$2.00 Per Sheet
Mileage	\$0.62 Per Mile



Memo

To: City Council

From: Sherrie Broadbent, James Waltz

Date: February 15, 2024

Re: City Contract Engineer

After careful review the scoring committee is recommending the professional engineering services contract be awarded to Ensign Engineering. They have an experienced team that can manage the project workload and communication needs of the city at this time of rapid growth. Thank you for your consideration.

Agenda Item #9

Consideration of Resolution 2024-09
approving certain City property to be
surplus and authorizing its disposal
(Brush truck donation to Stockton)

Agenda Item #10

Approving the Request for Qualifications
for the Veterans Memorial Park
Landscape Design and Design Services



**REQUEST FOR
QUALIFICATIONS (RFQ)
for
PROFESSIONAL LANDSCAPE ARCHITECTURE/
MEMORIAL DESIGN SERVICES**

For

**VETERANS MEMORIAL PARK FOR
GRANTSVILLE CITY CORP. AT ACADEMY SQUARE
(Location address: 26 N Center Street, Grantsville)
429 E. MAIN STREET, GRANTSVILLE, UTAH 84029**

February 13th, 2024

**Grantsville City Corporation
Public Works Department
336 West Main St.
Grantsville, UT 84029
(435) 884-0621**

REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL LANDSCAPE AND MEMORIAL DESIGN SERVICES

Request for Qualifications Issue Date: **Feb. 21st, 2024**

*Due Date and Time: Deadline for all submittals is **March 2nd, 2024 at 2:00 pm MST**

Agency Contact Person: James Waltz, Public Works Director

Email: jwaltz@grantsvilleut.gov

Phone: (435) 884-0621

RFQ Inquiries: All questions regarding RFQ must be received no later than ten calendar days prior to proposal due date and must be submitted on Utah Public Procurement Place (U3P).

*Number of copies required: 1 electronic if submitted online; 1 electronic and 3 hard copies for in-person/mail submittals (**one not bound for duplication purposes**). **Pricing delivered in separately sealed envelope.**

Page Limit/Font Size: The cumulative total pages for the proposal **preferred not to exceed 10 pages** (Minimum Font Size: 11, Single Spaced). No minimum pages as long as requested information is provided.

Regular/Express Mail and Hand Delivery:
Grantsville City Hall
429 E Main St.
Grantsville, Utah 84029
Attn: Sherrie Broadbent, Finance Director

Electronic Submission: sbroadbent@grantsvilleut.gov; or U3P website.

***SUBMITTALS RECEIVED AFTER DUE DATE AND TIME OR RECEIVED AT WRONG LOCATION ARE CONSIDERED NONRESPONSIVE AND SHALL BE REJECTED.**

PROCUREMENT SCHEDULE

DESCRIPTION	*DATE	TIME (IF APPLICABLE)
Request for Qualifications Issue Date:	February 21 st , 2024	
Deadline for Questions:	March 2 nd , 2024	
Due Date and Time:	March 11th, 2024	2:00 pm (MST)
Award Date (By CITY Council):	March 20 st , 2024	

***Note:** Dates shown are subject to modification.

1. **PURPOSE**

Grantsville City Corporation, herein referred to as "CITY", is soliciting proposals from qualified professional Landscape Design firms, hereinafter referred to as "CONSULTANT", to provide contracted design services as outlined within the Request for Qualifications, hereinafter referred to as "RFQ".

The CITY is soliciting Statements of Qualifications from qualified CONSULTANT'S to design a new *Veteran's Memorial Park at Academy Square*, located along SR-138. The park will honor the service and sacrifice of veterans from Grantsville for surrounding communities; and loved ones of the fallen. The selected design firm shall employ licensed professionals related to this scope; to perform these specifications within the state of Utah.

In connection with this RFQ, the CITY requires qualifications and knowledge of applicable design guidelines and related federal, state, and local government regulatory requirements; familiarity with and knowledge of the CITY's standards and preferences; the capability to produce high-quality designed construction plans, specifications, cost estimates; full awareness of applicable requirements for design reviews, observations, and approvals required before, during and after construction completion; and substantial experience with specific examples of on-time, on-budget project delivery, design, environmental, construction observation (as necessary), and project management.

2. **SCOPE OF SERVICES**

Specifically, the CITY is interested in seeking a professional Landscape architectural design services as defined by the City. The services requested will require the Consultant to be licensed to conduct said services in the State of Utah.

Project Description/Scope as follows:

The park should be designed to be a beautiful, serene, and accessible space for veterans, their families, and our community. It should incorporate the following elements:

- * Great lawn: A large, open space for gatherings and events.
- * Walking path: A practically designed, ADA compliant, aesthetically pleasing, meandering path encircling the great lawn, with an electrical box in the center for powering the nativity scene, and other city programs.
- * Seating: Twelve park benches placed throughout the park.
- * Walls of names (2 ea.): Engraved walls honoring veterans from Grantsville and surrounding communities.

* First responders bell monument (1 ea.): A monument honoring fallen first responders (Police, Fire, Etc.).

* Flagpoles: Nine (ea.) flagpoles for displaying American flags during ceremonies.

* Lighting: Twelve (ea.) street lights and twenty-four (ea.) bollard lights for safety and illumination. Lighting submittals shall be of sorts that avoid excessive light pollution to Main Street (SR138).

* Monument stones: Monument stones throughout the park.

* Donation pavers: An area for personalized pavers engraved with the names of donors.

All services shall be performed exclusively in the best interest of the CITY, in strict accordance with all applicable professional, statutory, and regulatory standards and codes and in the most efficient and cost-effective manner. The intent of this RFQ is to complete the design plans for phase 2 (Construction).

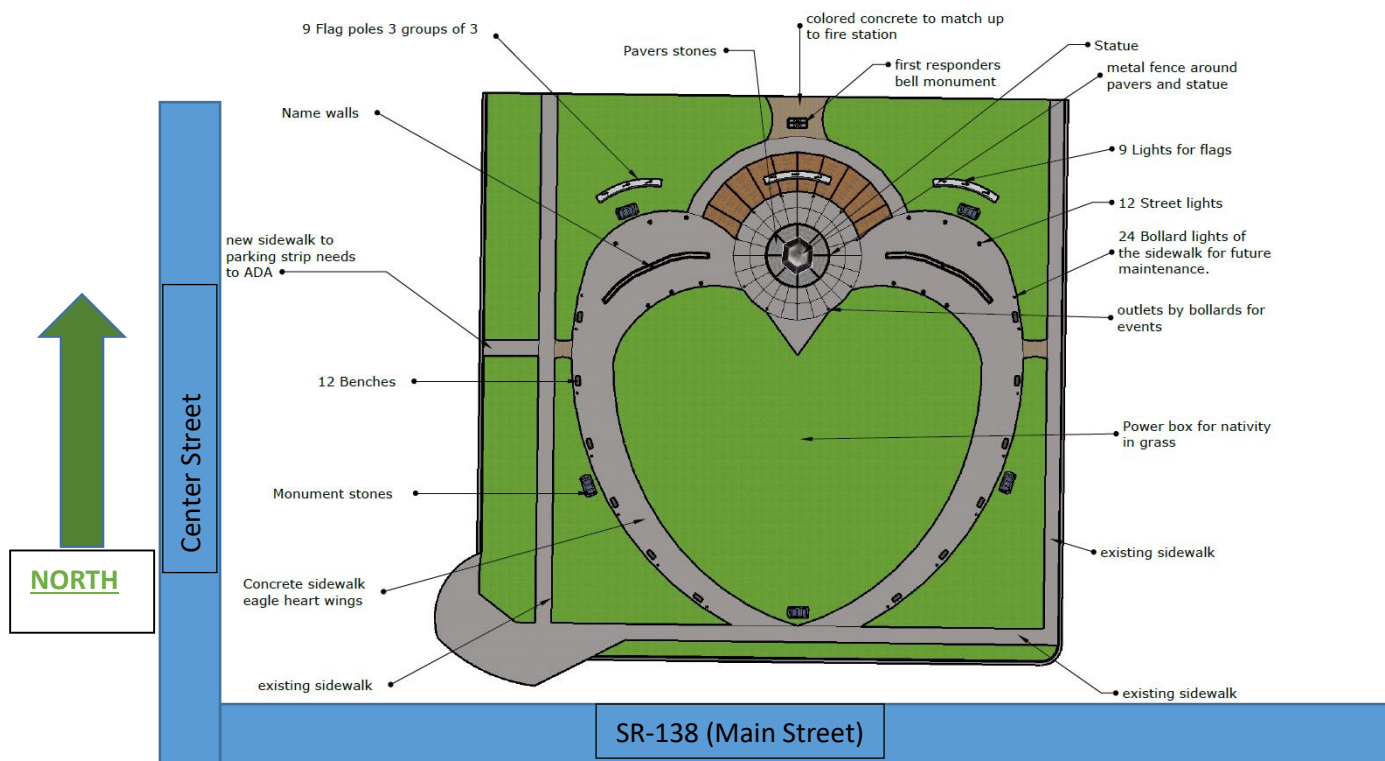


3. PROPOSAL REQUIREMENTS

Grantsville City will review each of the submitted proposals and select a design firm based on the following information. The proposals and the performance data requested should include the following items:

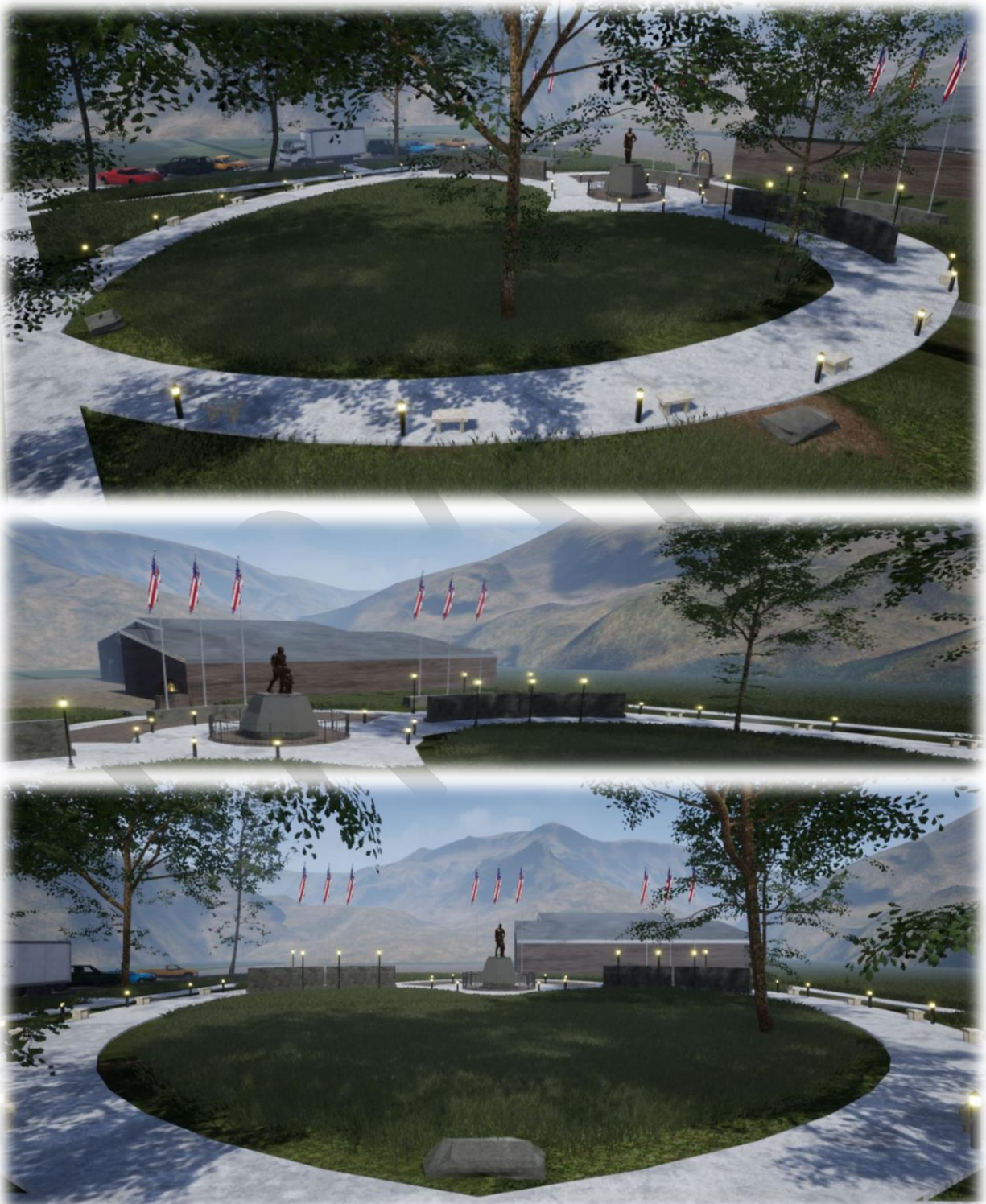
1. **Letter of Interest.** Letter of interest introducing the firm, showing interest in the project, and identifying the firm's project manager. The project manager is the firm's representative who will have full responsibility for the services requested hereunder.
2. **Name of firm and the location** of the firm's offices and the office where the majority of the work for Grantsville City will be performed.
3. **The education, training and qualifications of key members** of the firm and key employees to be assigned to Grantsville City.
4. **Project approach** including the ability of the firm in successful funding procurement and managing the workload and the availability of adequate personnel, equipment, and facilities to perform the services expeditiously.
5. **Recent successful projects** completed by the engineering firm which are similar in nature to the anticipated project(s) being considered by Grantsville City. The descriptions should indicate the technical experience and experience of the personnel with regard to this type of project.

Concept photos courtesy: Veterans Park Memorial Committee



6. **Projects previously completed** projects by the consulting firm and familiarity with Grantsville's construction standards and preferences.

7. **References** for the firm and identified individuals involved in the project. References should include owner contact information.



4. TERMS AND CONDITIONS

This RFQ is subject to the following conditions:

- This RFQ does not commit the CITY to award a contract or to procure a contract for services or supplies.
- The CITY is not responsible for any pre-contractual expenses as described below.
- The CITY reserves the right to reject all proposals.
- The CITY reserves the right to waive any irregularity or informality in any proposal or in the RFQ procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered.
- The CITY reserves the right to withdraw this RFQ at any time without prior notice.
- Nonresponsive proposals will be rejected without evaluation.
- All proposals will become the property of the CITY.

PRECONTRACTUAL EXPENSES

Pre-contractual expenses include, but are not limited to, any expenses incurred by CONSULTANT in:

- Preparing proposals in response to this RFQ.
- Submitting proposals to the CITY.
- Negotiations with the CITY on any matter related to proposals.
- Other expenses incurred by CONSULTANT before award.

5. PROTEST PROCEDURES AND DISPUTE RESOLUTION PROCESS

Submit any protest regarding the specifications of the solicitation in writing to the Purchasing Agent prior to the opening of the bids. Include the name, address and telephone number of your designated representative with a complete statement for grounds of the protest and all supporting documentation attached. The protest statement must refer to the specific portion of the documentation which forms the basis for the protest. The CITY has the right but not the obligation to request additional information. The party filing the protest must concurrently transmit a copy of the protest statement and any attached documentation to all other parties with a direct financial interest which may be affected by the outcome of the protest. Such parties must include all other proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

Formal protests regarding the award must be electronically submitted to the Purchasing Agent, Sherrie Broadbent, at sbroadbent@grantsvilleut.gov within five business days of the award and must list the pertinent facts giving rise to the protest. Please allow 2 business days for confirmation receipt.

The Purchasing Agent has sole authority to uphold or deny a protest. An appeal of the Purchasing Agent's decision to uphold or deny a protest must be made to the City Council by submitting, in writing, to the City Recorder within five business days of the Purchasing Agent's decision request for appeal.

Proposal: A narrative proposal that addresses the selection criteria and outlines the firm's approach to the project. We thank you for your interest, and look forward to receiving your proposals.

6. **SELECTION CRITERIA**

Grantsville City will utilize the following in selecting a Consultant:

- **25 Points - Design experience:** Demonstrated experience in designing memorial parks and other public spaces. Competence to perform the services as reflected by technical training and education, landscape architectural design experience, funding procurement experience and direct experience in providing the services outlined herein. Experience of technical capabilities and significant project experience. Provide the firm's local personnel that will work on the proposed project. Resumes of key personnel who will be working on the project.
- **25 Points - Project Goals:** A clear understanding of the goals and objectives of the project. The firm's history of effective budget and schedule management for similar projects, scope, categories, or similar type of work, in which the firm considers itself to be highly qualified. Firm's understanding of the overall Scope of Work; and a path to achieve the Scope.
The firm's understanding of project objectives, past project experience, and
- **10 Points- Creativity and innovation:** A creative and innovative design that meets the needs of the community.
- **25 Points - Past Performance:** Evidence of firm's capability to provide competent engineering services based on related past project history. The ability to perform the services as reflected by workload and the availability of adequate local personnel, equipment, and facilities, as well as companywide resources and personnel to perform the services in a timely manner when requested.
- **15 Points - Cost-effectiveness:** A design that is cost-effective and meets the budgetary objectives.

CONSULTANTS that submitted proposals may request the final ranking of the CONSULTANTS.

INTERVIEWS

The CITY may conduct interviews with top ranking consultants.

CONTRACT NEGOTIATION WITH TOP RANKED CONSULTANTS

The CITY will conduct a negotiation meeting with top ranked CONSULTANTS. The objective of negotiations is to agree on a final contract that delivers the services or products required at a fair and reasonable cost to the CITY.

Contract terms subject to negotiation include but are not limited to: work plan; schedule and deadlines; deliverables, classification, wage rates, and experience level of those assigned to project; and cost items, payments and fees. Negotiated items will be incorporated into the agreement between CITY and CONSULTANT.

7. FEDERAL REQUIREMENTS AND CLAUSES

Not applicable: Local Government Agreement.

8. SOQ FORMAT AND CONTENT REQUIREMENTS

STATEMENT OF QUALIFICATIONS FORMAT

Statement of Qualifications (SOQ's) must not exceed the page limit, using the specified font (Minimum Font Size: 12, Single Spaced) indicated in the Page 2, **REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL DESIGN SERVICES**.

Preparation of proposals, following these standards and including the described content, will allow information to easily be extracted for evaluation purposes. Proposals must include preparation of or detailed discussions regarding the following information:

9. TRANSMITTAL LETTER

Include Transmittal letter on the CONSULTANT's letterhead and address to the CITY project Finance Director, as indicated on Page 2, **REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL DESIGN SERVICES**. The letter should indicate the CONSULTANT's basic understanding of the CITY'S needs and the CONSULTANT's understanding of the work required. If an Addendum has been issued by the CITY, the CONSULTANT must acknowledge receipt of the Addendum in the Transmittal letter. The letter must be signed by an official or representative authorized to negotiate and contractually bind the CONSULTANT with the CITY.

10. UNDERSTANDING OF WORK TO BE DONE

Describe your understanding of the process and steps necessary to complete the services being requested by CITY for PROJECT. Include a discussion of all Tasks and include a Scope of Services document. Consultants are asked to identify any recommended modifications, clarifications or additions to the Scope of Services provided.

Include in this discussion any other tasks necessary that are not identified in Section 2 SCOPE OF SERVICES of this RFQ.

11. PROJECT TEAM AND STAFF EXPERIENCE

Provide a description of the CONSULTANTS project manager who will manage lines of communication between the team, CITY, key stakeholders, etc. Identify any key staff that will interact with the CITY. CONSULTANT will immediately inform CITY if any key staff is removed or replaced during the project.

Provide descriptions of similar projects that the proposed Key Staff have completed. The descriptions of similar projects should include:

- Project description and location;
- Description of services provided;
- Current status (i.e., active, completed, etc.);
- Relevant aspects of the project related to this RFQ;
- Key personnel involved (certifications must be made available upon request); and,
- Client name, contact person, and his/her current telephone number and email address

12. FINANCIAL RESPONSIBILITIES

Project Management

Please provide detailed information regarding how the CONSULTANT's Project Manager will complete a successful project and manage costs responsibly. Include a RESOURCE ALLOCATION MATRIX AND COST PROPOSAL as described below:

Cost Proposal

Each respondent must submit a cost proposal for all said services. Cost proposals shall be in a sealed separate envelope from the additional selection criteria information.

13. REQUIRED STATEMENTS

Agreement for Professional Services

CONSULTANT must review the agreement included as Attachment A to this RFQ and acknowledge their acceptance of the terms of that agreement. A proposal failing to

acknowledge acceptance of the sample Agreement for Professional Services will be considered nonresponsive and rejected without evaluation.

Individual Authorized to Negotiate the Contract

Provide us the name of the individual or individuals that are authorized by the firm's owners or management to negotiate contract. A statement signed by the owners or authorized individual(s) will be required.

-----END-----

***Attachment A and B follow this page**

ATTACHMENT A - SAMPLE AGREEMENT

Project Name: THE GRANTSVILLE CITY REQUEST FOR
QUALIFICATIONS (RFQ)

for

PROFESSIONAL ENGINEERING SERVICES

BETWEEN GRANTSVILLE CITY

AND

(Insert Name of CONSULTANT)

This AGREEMENT FOR Professional Landscape Architecture/ Monument Design Services AND Consultation (herein referred to as “AGREEMENT”) is made and entered into this _____ day of _____, 20____, by and between GRANTSVILLE CITY, a municipal corporation (herein referred to as "CITY"), and (Insert CONSULTANT’S NAME), (Insert Legal Business Entity) (herein referred to as "CONSULTANT").

WHEREAS, the CITY has a need for professional engineering services for REQUEST FOR QUALIFICATIONS (RFQ) For PROFESSIONAL ENGINEERING SERVICES; and

WHEREAS, the CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and

WHEREAS, the CITY procured these services in compliance with Grantsville City Procurement Policy, state and federal law.; and.

WHEREAS, the City Council, on this _____ day of _____, 20____, approved this AGREEMENT and authorized the City Mayor to execute the AGREEMENT.

CITY and CONSULTANT agree as follows:

RETENTION AS CONSULTANT

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Engineering services in conjunction with the Scope of Services detailed in this document.

CONSULTANT shall deliver to CITY the deliverables defined in Exhibit “A.”

COMPENSATION AND PAYMENT

Compensation and payment at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. **Total amount payable to the Consultant shall not exceed \$700,000 per year.** The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until **??, 2024**, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days' notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

Payment. CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described within. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is James Waltz (Grantsville City Public Works Director), Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to **March ??, 2024** unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager.

OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. (Insert Consultant's Project Manager) is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the Public Works Director's prior written consent.

HOLD HARMLESS AND INDEMNITY

(a) Indemnification and Defense for Professional Service. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the CITY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by CITY in direct proportion to the CONSULTANT's proportionate percentage of fault. CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

(b) For All Other Liabilities. Notwithstanding the foregoing and without diminishing any rights of CITY, for any liability, claim, demand, allegation against CITY arising out of, related to, or pertaining to any act or omission of CONSULTANT, but which is not a design professional service, CONSULTANT shall defend, indemnify, and hold harmless CITY, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the CITY, except for the sole or active negligence of, or willful misconduct of the CITY.

(c) No Waiver. The CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY.

INSURANCE

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of Utah with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b) Insurance Services covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with Utah worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- d) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in

limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.

f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.

g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.

h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.

i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

RELATIONSHIP OF CONSULTANT TO CITY

The relationship of the CONSULTANT to CITY shall be that of an independent contractor and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any worker's compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

CORRECTIONS

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days' notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed

and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTS for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

CONFLICT OF INTEREST

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being

awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

MITIGATION OF DAMAGES

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

GOVERNING LAW

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of Utah. Should litigation occur, venue shall be in the Tooele County Court System.

NONDISCRIMINATION

CONSULTANT shall not discriminate on the basis of race, color, gender, gender identity/expression, pregnancy, sexual orientation, disability, marital status, or any other characteristic protected under applicable federal or state law.

TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

NON-APPROPRIATION OF FUNDS

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

MODIFICATION OF AGREEMENT

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

USE OF THE TERM "CITY"

Reference to “CITY” in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

PERMITS AND LICENSES

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this AGREEMENT.

CAPTIONS

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

AUTHORIZATION

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this AGREEMENT.

ENTIRE AGREEMENT BETWEEN PARTIES

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

PARTIAL INVALIDITY

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Attention: Sherrie Broadbent, Grantsville City Finance Director. 429 E. Main St. Grantsville, Utah 84029

TO CONSULTANT: (Insert Consultant's Name & Contact information)

COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

In concurrence and witness whereof, this AGREEMENT has been executed by the

parties effective on the date and year first above written.

Grantsville City

CONSULTANT

Jesse Wilson, City Manager

By:

Title:

ATTEST

Braydee Baugh, City Recorder

By:

Title:

APPROVED AS TO FORM

City Attorney; or designee

Attachment B

Request for Proposal Evaluation Format

1. Requests for Proposals shall be reviewed by the “Review Team”.
2. The CITY shall utilize the following RFQ Evaluation form for each proposal.

Request for Qualifications Evaluation Form

Contracted Engineering Services as outlined within the Request for Qualifications.

Company: _____

Mandatory:

Received prior to closing - Yes ☐ No ☐

Cost sheet in separate sealed envelope - Yes ☐ No ☐

Acknowledgement and Acceptance to Terms of Agreement - Yes ☐ No ☐

Criteria	Description	Max. Points	Points
Qualifications	Competence to perform the services as reflected by technical training and education, engineering experience, funding procurement experience and direct experience in providing the services outlined herein. Experience of principal employees of the firm assigned to work with Owner, reflecting technical capabilities and significant project experience.	25	
Project Approach	The firm’s history of successful funding procurement, effective budget and schedule management for similar projects, scope, categories, or similar type of work, in which the firm considers itself to be highly qualified. Firm’s understanding of the overall Scope of Work.	25	
Familiarity with Owner	The firm’s understanding of project objectives, past project experience, and the firm’s local personnel that will work on the proposed project.	25	
Past Performance	Evidence of firm’s capability to provide competent engineering services based on	25	

	related past project history. The ability to perform the services as reflected by workload and the availability of adequate local personnel, equipment, and facilities, as well as companywide resources and personnel to perform the services in a timely manner when requested.		
Total Score (100%)		100	

DRAFT

Agenda Item #11

Consideration of Ordinance 2024-05
approving the amendments to Chapter 19
Grantsville Land Use and Management
Code to PUD's

12.2 Authority To Modify Regulations [Edit](#)

(1) The Planning Commission shall have the authority to RECOMMEND TO THE CITY COUNCIL set reasonable and appropriate conditions in approving any planned development INCLUDING RECOMMENDATIONS and to change, alter, modify or waive anycertain provisions of this the land use Code as IT they apply to the proposed planned development. Public health and safety issued including but not limited to; line of site, public utilities and associated easements, secondary and emergency access, and quantity of required parking are outside of the Planning Commission authority to RECOMMEND FOR modification or waive. No such change, alteration, modification or waiver shall be approved unless the **CITY COUNCIL Planning Commission** shall find that the proposed planned unit development:

(a) Will achieve all of the applicable purposes for which a planned development may be approved pursuant to Section 12.1. It is recognized that not all properties include historic or blighted structures, nor will all purposes specifically apply to non-residential uses and thus may be considered "Not Applicable". Residential projects that do not seek to increase the overall density allowed within the applicable district shall not be required to provide a moderate-income housing element unless the applicant otherwise desires to provide moderate income or affordable housing. For residential projects requesting density, at least 50% of the requested increased density shall meet state moderate income standards.

(b) Will not violate the general purposes, goals and objectives of this Code and of any plans adopted by the Planning Commission or the City Council.



Planning and Zoning

336 W. Main Street • Grantsville, UT 84029

Phone: (435) 884-1674 • Fax: (435) 884-0426

Code Amendment

Amendment to the Grantsville Land Use and Management Code - Chapter 12, Section 12.2 (PUDs) Summary and Recommendation

Parcel ID:	N/A	Meeting Date:	Feb. 15, 2024
Property Address:	N/A	Current Zone/Proposed Zone	N/A

Applicant Name:	Grantsville City Community and Economic Development
Request:	Cavett Eaton / Mayor Critchlow
Prepared by:	Cavett Eaton

PROPOSAL DESCRIPTION

The purpose of this proposal is to modify the process in which Planned Unit Developments (PUDs) are approved. Rather than the approval process moving through the Planning Commission alone, the Planning Commission would recommend approval to the City Council, after which the City Council would approve or deny the PUD.

Exhibit A

12.2 Authority To Modify Regulations [Edit](#)

(1) The Planning Commission shall have the authority to RECOMMEND TO THE CITY COUNCIL set reasonable and appropriate conditions in ~~approving~~ any planned development INCLUDING RECOMMENDATIONS and to change, alter, modify or waive ~~any certain provisions of this the land use~~ Code as ~~IT they apply~~ IESy to the proposed planned development. Public health and safety issued including but not limited to; line of site, public utilities and associated easements, secondary and emergency access, and quantity of required parking are outside of the Planning Commission authority to RECOMMEND FOR modification or waiver. No such change, alteration, modification or waiver shall be approved unless the ~~CITY COUNCIL Planning Commission~~ shall find that the proposed planned unit development:

(a) Will achieve all of the applicable purposes for which a planned development may be approved pursuant to Section 12.1. It is recognized that not all properties include historic or blighted structures, nor will all purposes specifically apply to non-residential uses and thus may be considered "Not Applicable". Residential projects that do not seek to increase the overall density allowed within the applicable district shall not be required to provide a moderate-income housing element unless the applicant otherwise desires to provide moderate income or affordable housing. For residential projects requesting density, at least 50% of the requested increased density shall meet state moderate income standards.

(b) Will not violate the general purposes, goals and objectives of this Code and of any plans adopted by the Planning Commission or the City Council.

Agenda Item #12

Discussion regarding the Outdoor Water acquisition impact fee

Agenda Item #13

Council Reports

Agenda Item #14

Adjourn