



May 15th, 2024

City Council Meeting

Information Packet

Public Hearing

A: Deseret Annexation

**GRANTSVILLE CITY
APPLICATION FOR ANNEXATION**

For Office Use Only

Date filed: _____ Number of acres (rounded up): _____

Fee: \$1,000 (Covers the notices, publications, and reviews)

Fees received by: _____ Amount paid: _____

Is the property located within the Grantsville City Annexation Policy Plan? Y N

Does the application and petition have the following?

Map approved by the Tooele County Surveyor Y N

Legal Description Y N

List of all property owners within the petition Y N

Certificate of Mailing Y N

Contact Sponsor:

Name: Shaun Johnson Address: 183 E. Main Street

City: Grantsville State: UT Zip: 84029

Phone #: (801) 349-0761 Cell #: (801) 349-0761 Email: shaun@sjcompany.net

Authorized Agent (if applicable): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Cell #: _____ Email: _____

Name of Proposed Annexation: Deseret

General Location of Proposed Annexation: West Bench

What percent of Private Real Property within the Proposed Annexation is represented by signatures of owners? 100%

Percent of the Value of Private Real Property within the Proposed Annexation is represented by the signatures? 100%

Total number of acres included in the Annexation: 438.778 Total number of parcels included in Annexation: 3

Zoning Requested: Mixed Use

Proposed Land Uses: Master plan community in conjugation with the Deseret Master Plan. (Residential)

Surrounding Land Uses: Mixed Use

Please provide a legal description of the area and a spreadsheet with information for each parcel included with this annexation. (A fill in the blanks spreadsheet may be obtained from the Grantsville City Recorder.)

Petition for Annexation

TO GRANTSVILLE CITY:

We, the undersigned owners of private real property, hereby petition that the area (the "Area") shown on the accurate and recordable map (prepared by a licensed surveyor) that is attached to this petition (this "petition") be annexed to Grantsville City, Utah. Each of the undersigned affirms that (a) each has personally signed this petition, (b) each is an owner of real property that is located within the Area, and (c) the current residence address of each is correctly written after the signer's name. Further, each of the undersigned designates the individuals identified below as sponsors and contact sponsor of this petition:

NOTICE

- **There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.**
- **If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder of Grantsville City. If you choose to withdraw your signature, you must do so no later than 30 days after Grantsville City receives notice that the petition has been certified.**

<u>Name</u>	<u>Mailing Address</u>	<u>Status</u>
Shaun Johnson	183 E. Main Street, Suite 2, Grantsville, UT 84029	sponsor/contact
Darwin Horan	8678 Concord Center Drive, Suite 200, Englewood, CO 80112	sponsor

Print Signer's Name

VT Grantsville Hold Co, LLC

Signer's Residence Address

8678 Concord Center Drive
Suite 200
Englewood, CO 80112

Signature

By: 

Darwin Horan, Manager

Tax Parcel Nos:

- 05-081-0-0009
- 05-082-0-0037
- 05-082-0-0033

NOTICE

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H 138 Grantsville 1, LLC 8678 Concord Center Drive
Suite 200
Englewood, CO 80112

By: 
Joe Blagg, Manager

Tax Parcel Nos:
- 05-081-0-0009
- 05-082-0-0037
- 05-082-0-0033

H 138 Grantsville 2, LLC 8678 Concord Center Drive
Suite 200
Englewood, CO 80112


By: 
Joe Blagg, Manager

Tax Parcel Nos:
- 05-081-0-0009
- 05-082-0-0037
- 05-082-0-0033

**Certificate of Authority
(Limited Liability Company)**

The undersigned hereby **represents, warrants and certifies** for the benefit of **GRANTSVILLE CITY** and **TOOELE COUNTY**, and their respective elected officials (including, without limitation, the Grantsville City Recorder and the Tooele County Clerk), employees, agents and attorneys that the undersigned (a) is (and at all pertinent time has been) a manager of the limited liability company (the “**LLC**”) described below; (b) is duly authorized to execute and deliver on behalf of the LLC the attached “Petition For Annexation” (the “**Petition**”); and (c) has duly executed and delivered the Petition on behalf of, and as a manager of, the LLC.

DATED this 6th day of March, 2024


_____, Manager

Darwin Horan
(Print Manager’s Name)

VT Grantsville Hold Co, LLC
(Print Name of LLC)

**Certificate of Authority
(Limited Liability Company)**

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DATED this 6th day of March, 2024

 _____, Manager


Joe Blagg
(Print Manager’s Name)

H 138 Grantsville 1, LLC
(Print Name of LLC)

**Certificate of Authority
(Limited Liability Company)**

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DATED this 6th day of March, 2024

 _____, Manager

Joe Blagg

(Print Manager’s Name)

H 138 Grantsville 2, LLC

(Print Name of LLC)

List of Affected Entities to Which Notice was Sent

PLEASE BE INFORMED that written notice of intent to file the foregoing petition was sent to the following listed affected entities on the ___ day of January, 2024.

NAME AND ADDRESS OF AFFECTED ENTITIES:

Tooele County Commission
47 South Main Street
Tooele, UT 84074

Tooele County School District
92 South Lodestone Way
Tooele, Utah 84074

North Tooele County Fire Protection Service District
Stansbury Fire Station
179 County Club Drive
Stansbury Park, UT 84074

Tooele County Boundary Commission
c/o Tooele County Clerk
47 South Main Street
Tooele, UT 84074

Tooele Valley Mosquito Abatement District
1535 Sunset Road
Lake Point, Utah 84074

Tooele County Recreation Service District
47 South Main Street
Tooele, Utah 84074

Tooele County Special Service District-Water
c/o Tooele County Clerk
47 South Main Street
Tooele, UT 84074

Rocky Mountain Power
Annexations
P.O. Box 400
Portland, OR 97207-0400

DESERET ANNEXATION TO GRANTSVILLE CITY

FINAL LOCAL ENTITY PLAT

A PORTION OF THE NORTHEAST QUARTER OF SECTION 29 AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29 AND THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 6 WEST OF THE SALT LAKE MERIDIAN, TOOELE COUNTY, UTAH

BOUNDARY DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29 AND A PORTION OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 6 WEST, OF THE SALT LAKE MERIDIAN, TOOELE COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 29, A TOOELE COUNTY BRASS CAP FLUSH, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION, BEARS SOUTH 89 DEGREES 15 MINUTES 05 SECONDS EAST, 2639.22 FEET;

THENCE SOUTH 89 DEGREES 15 MINUTES 05 SECONDS EAST, ALONG THE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29, 200.04 FEET, TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 89 DEGREES 15 MINUTES 05 SECONDS EAST, 2239.16 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00 DEGREES 21 MINUTES 23 SECONDS EAST, 60.01 FEET;

THENCE SOUTH 89 DEGREES 15 MINUTES 05 SECONDS EAST, 199.48 FEET;

THENCE NORTH 89 DEGREES 33 MINUTES 43 SECONDS EAST, 0.56 FEET, TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29;

THENCE SOUTH 00 DEGREES 23 MINUTES 02 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29, 2588.00 FEET, TO THE EAST QUARTER CORNER OF SAID SECTION 29, A GENERAL LAND OFFICE BRASS CAP FLUSH;

THENCE SOUTH 00 DEGREES 23 MINUTES 41 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, 1325.02 FEET, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A REBAR WITH CAP, ENSIGN;

THENCE DEPARTING SAID EAST LINE, NORTH 89 DEGREES 19 MINUTES 19 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, 1,320.66 FEET, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A REBAR WITH CAP, ENSIGN;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 22 MINUTES 30 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, 1,325.36 FEET, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A REBAR WITH CAP, ENSIGN;

THENCE DEPARTING SAID WEST LINE, NORTH 89 DEGREES 18 MINUTES 24 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29, 1,320.22 FEET, TO THE SOUTHWEST CORNER OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 29, A REBAR WITH CAP, NO ID;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29, 2,590.51 FEET, FROM THE WHICH THE NORTH QUARTER CORNER OF SAID SECTION 29, BEARS NORTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 60.01 FEET;

THENCE DEPARTING SAID WEST LINE, SOUTH 89 DEGREES 15 MINUTES 05 SECONDS EAST, 200.01 FEET;

THENCE NORTH 00 DEGREES 19 MINUTES 54 SECONDS WEST, 60.01 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH

A PORTION OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 6 WEST, OF THE SALT LAKE, MERIDIAN, TOOELE COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHWEST CORNER OF SAID SECTION 33, A GENERAL LAND OFFICE BRASS CAP FLUSH, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 33, BEARS NORTH 89 DEGREES 48 MINUTES 00 SECONDS EAST, 2652.54 FEET, A BRASS CAP FLUSH;

THENCE NORTH 89 DEGREES 48 MINUTES 00 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33, 132.00 FEET, TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 48 MINUTES 00 SECONDS EAST, A DISTANCE OF 2520.54 FEET, TO THE NORTH QUARTER CORNER OF SAID SECTION 33, A BRASS CAP FLUSH;

THENCE NORTH 89 DEGREES 48 MINUTES 19 SECONDS EAST, ALONG THE NORTH LINE OF NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, 1326.23 FEET, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A REBAR WITH CAP, ENSIGN;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00 DEGREES 24 MINUTES 03 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, 1,321.69 FEET, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33;

THENCE DEPARTING SAID EAST LINE, NORTH 89 DEGREES 45 MINUTES 13 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, OF 1,326.54 FEET, TO THE EAST LINE OF NORTHEAST QUARTER OF SAID SECTION 33;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00 DEGREES 24 MINUTES 53 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, 1,320.49 FEET, TO THE EAST QUARTER CORNER OF SAID SECTION 33, A TOOELE COUNTY BRASS CAP FLUSH;

THENCE DEPARTING SAID EAST LINE, SOUTH 89 DEGREES 42 MINUTES 08 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, 2653.72 FEET, TO THE CENTER OF SAID SECTION 33;

THENCE DEPARTING SAID SOUTH LINE, CONTINUING SOUTH 89 DEGREES 42 MINUTES 08 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33, 1325.34 FEET, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 24 MINUTES 26 SECONDS WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33, 1,324.02 FEET, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33;

THENCE DEPARTING SAID EAST LINE, SOUTH 89 DEGREES 45 MINUTES 04 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33, 1,259.80 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 25 MINUTES 38 SECONDS WEST, 368.94 FEET, TO A TANGENT CURVE TO THE SOUTHEAST, HAVING A RADIUS OF 500.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07 DEGREES 09 MINUTES 47 SECONDS, A DISTANCE OF 62.51 FEET;

THENCE NORTH 06 DEGREES 44 MINUTES 8 SECONDS EAST, ALONG A TANGENT LINE, 462.59 FEET, TO A TANGENT CURVE TO THE NORTHWEST, HAVING A RADIUS OF 566.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07 DEGREES 09 MINUTES 47 SECONDS, A DISTANCE OF 70.76 FEET;

THENCE NORTH 00 DEGREES 25 MINUTES 38 SECONDS WEST, ALONG A TANGENT LINE, 363.99 FEET, TO THE POINT OF BEGINNING.

TOTAL PARCELS CONTAIN 19,113,189 SQUARE FEET OR 438.778 ACRES, MORE OR LESS.

OWNERS WITNESS

IN WITNESS HEREOF WE HAVE HERE UNTO SET OUR HANDS THIS THE ____ DAY OF _____ A.D. 20__

NAME _____

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS

ON THE _____ DAY _____ OF A.D., 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF _____ IN SAID STATE OF _____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE/THEY SIGNED THE FOREGOING DEDICATION, _____ IN NUMBER, FREELY AND VOLUNTARILY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC _____ RESIDING IN _____ COUNTY.

OWNERS WITNESS

IN WITNESS HEREOF WE HAVE HERE UNTO SET OUR HANDS THIS THE ____ DAY OF _____ A.D. 20__

NAME _____

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS

ON THE _____ DAY _____ OF A.D., 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF _____ IN SAID STATE OF _____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE/THEY SIGNED THE FOREGOING DEDICATION, _____ IN NUMBER, FREELY AND VOLUNTARILY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC _____ RESIDING IN _____ COUNTY.

OWNERS WITNESS

IN WITNESS HEREOF WE HAVE HERE UNTO SET OUR HANDS THIS THE ____ DAY OF _____ A.D. 20__

NAME _____

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS

ON THE _____ DAY _____ OF A.D., 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF _____ IN SAID STATE OF _____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE/THEY SIGNED THE FOREGOING DEDICATION, _____ IN NUMBER, FREELY AND VOLUNTARILY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC _____ RESIDING IN _____ COUNTY.

DEVELOPER/CLIENT
VT GRANTSVILLE HOLD CO, LLC
8678 CONCORD CENTER DRIVE, #200
ENGLEWOOD, CO 80122

COUNTY SURVEYOR APPROVAL

APPROVED THIS _____ DAY OF _____, 20____,
BY THE TOOELE COUNTY SURVEYOR.

TOOELE COUNTY SURVEYOR

I, RANDALL HAGER, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 7512119, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS SUBDIVISION PLAT IN ACCORDANCE WITH SECTION 17-25-17, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS DESERET ANNEXATION TO GRANTSVILLE CITY AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

SURVEYORS NARRATIVE

I RANDALL HAGER, DO HEREBY STATE THAT I AM A LICENSE PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 7512119 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND REPRESENT THAT I HAVE PREPARED THIS ANNEXATION PLAT OF THE FOLLOWING DESCRIBED PROPERTY. THIS PLAT HAS BEEN PREPARED BY COMPILING SECTION INFORMATION FROM SEVERAL SOURCES AND EXISTING ANNEXATION PLATS ON FILE AT THE TOOELE COUNTY RECORDER'S OFFICE.

THE MAIN SOURCE FOR THE SECTION DATA WAS TOOELE COUNTY DEPENDENT RESURVEY ON FILE IN THE TOOELE COUNTY RECORDER'S OFFICE AS ENTRY #354226, BOOK 207, PAGE 159-160. THIS SOURCE PROVIDED THE SECTION INFORMATION FOR SECTIONS 28, 29 AND 33 OF TOWNSHIP 2 NORTH, RANGE 6 WEST, SALT LAKE MERIDIAN.

THE EXISTING ANNEXATION PLATS THAT WERE USED WITH RECORDING INFORMATION ARE AS FOLLOWS: GRANTSVILLE CITY - FLUX AREA ANNEXATION, ENTRY #351701, RECORDED DECEMBER 29, 2010. FURTHERMORE THERE ARE TWO PARCELS THAT HAVE BEEN EXCLUDED FROM THE ANNEXATION PLAT THAT LIE WITHIN SECTION 29 AND SECTION 33, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE MERIDIAN AND ARE FOUND IN THE TOOELE COUNTY RECORDER'S OFFICE RECORDED IN DEED ENTRY NO. 540210 AND DEED ENTRY NO. 539331.

THE BASIS OF BEARING FOR THIS SURVEY IS THE LINE BETWEEN THE FOUND MONUMENTS AT THE NORTH QUARTER CORNER AND THE NORTHEAST CORNER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE MERIDIAN, WHICH BEARS NORTH 89°48'00" EAST, 2652.54 FEET.

2.21.2024
DATE

RANDALL HAGER
LICENSE NO. 7512119



ANNEXATION REFERENCE TABLE

ANNEXATION REFERENCE #	NAME OF ANNEXATION	ENTRY NO.	DATE RECORDED
A-1	GRANTSVILLE CITY FLUX AREA ANNEXATION	351701	DECEMBER 29, 2010

SUBDIVISION REFERENCE TABLE

SUBDIVISION REFERENCE #	NAME OF SUBDIVISION	ENTRY NO.	DATE RECORDED
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ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, THE UNDERSIGNED GRANTSVILLE CITY COUNCIL HAVE ADOPTED A RESOLUTION OF ITS INTENT TO ANNEX THE TRACT OF LAND SHOWN HEREIN AND SUBSEQUENTLY ADOPTED AN ORDINANCE ANNEXING SAID TRACT INTO GRANTSVILLE CITY, UTAH AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HERE WITH ALL IN ACCORDANCE WITH UTAH CODE SECTION 10-2-403 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF SAID CITY AND THAT SAID TRACT OF LAND IS TO BE KNOWN HEREAFTER AS THE: _____

SIGNED MAYOR GRANTSVILLE CITY

ATTEST: CITY RECORDER _____ DATED THIS _____ DAY OF _____, 20__

GRANTSVILLE CITY SEAL

SHEET 1 OF 2

PROJECT NUMBER:

MANAGER:

DRAWN BY: C. SULLIVAN

CHECKED BY: R. HAGER

DATE:

DESERET ANNEXATION
TO GRANTSVILLE CITY
(FINAL LOCAL ENTITY PLAT)

LOCATED IN THE NORTHEAST QUARTER OF SECTION 29 AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29 AND THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 6 WEST OF THE SALT LAKE MERIDIAN, TOOELE COUNTY, UTAH

TOOELE COUNTY RECORDER

RECORDED # _____ DATE: _____ TIME: _____
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE

REQUEST OF: _____

FEE\$ _____

TOOELE COUNTY RECORDER

SURVEYOR

2401 W PEORIA AVE, STE 130
PHOENIX, AZ 85029
602.957.3350

RICK
ENGINEERING COMPANY

San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

DRAWN BY: _____
CHECKED BY: _____

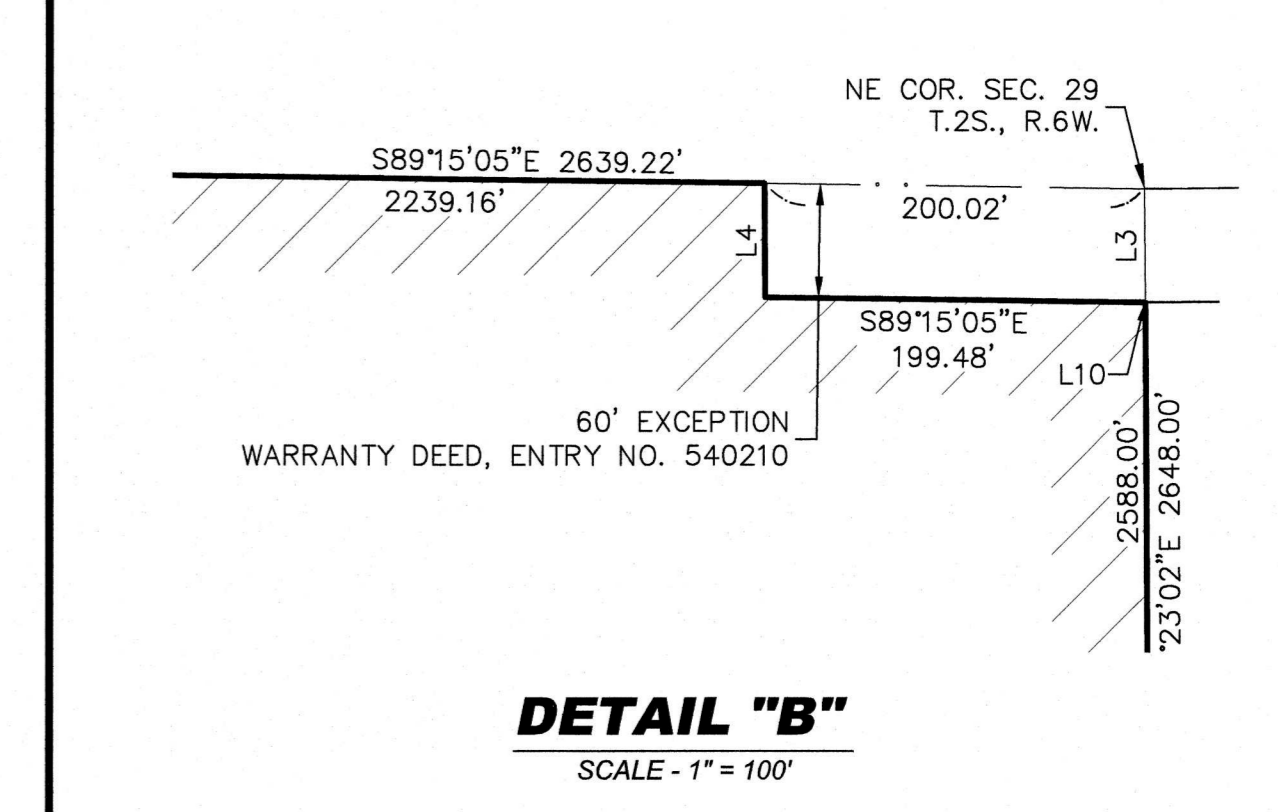
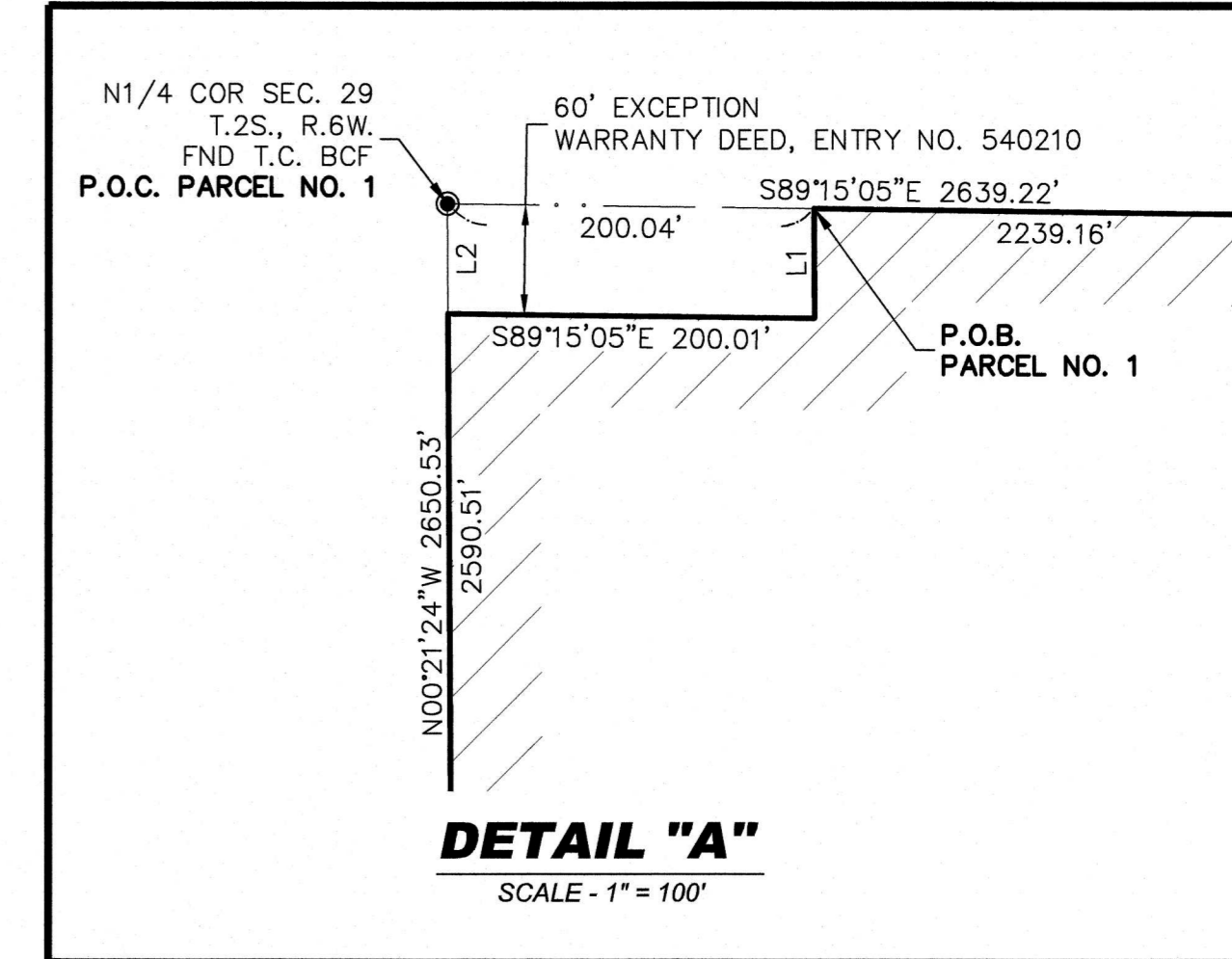
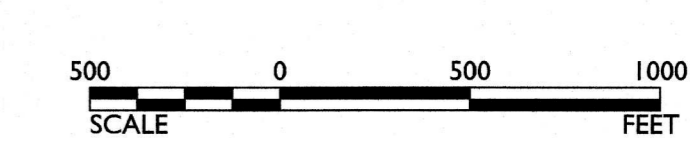
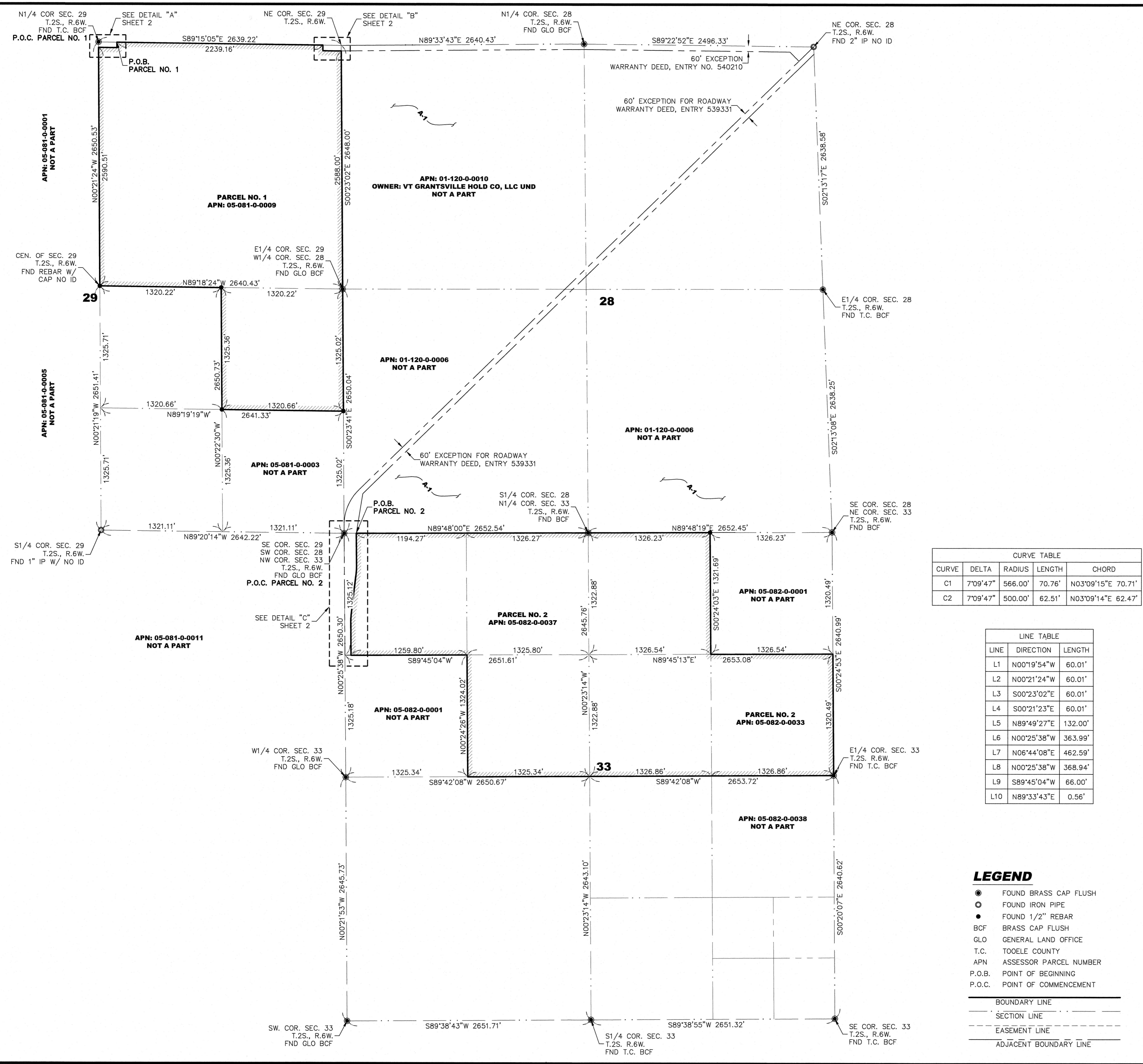
FINAL LOCAL ENTITY PLAT
DESERET ANNEXATION
TO GRANTSVILLE CITY
TOOELE COUNTY, UTAH

PROJECT NO.

6864

SHEET NO. 1 OF 2

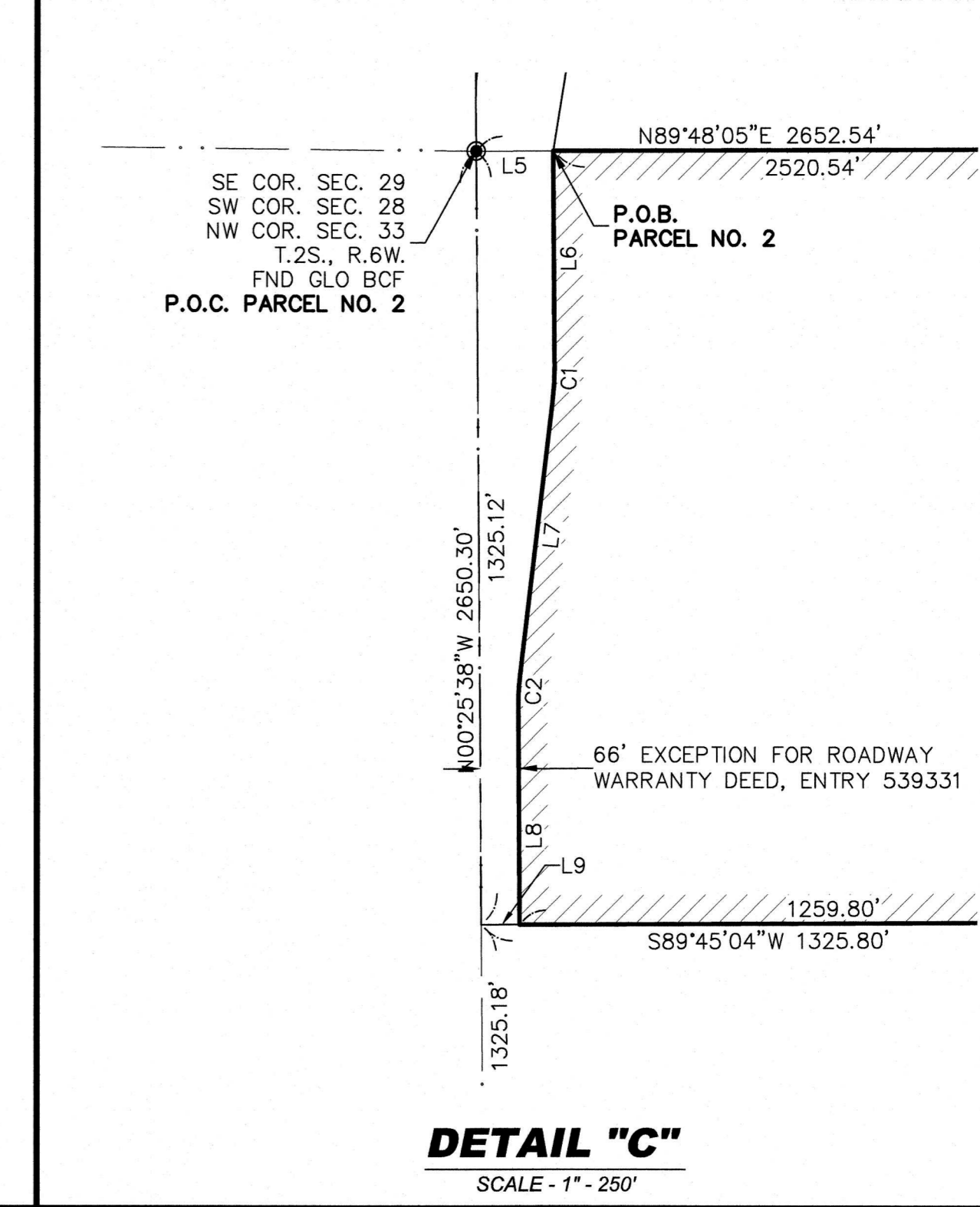
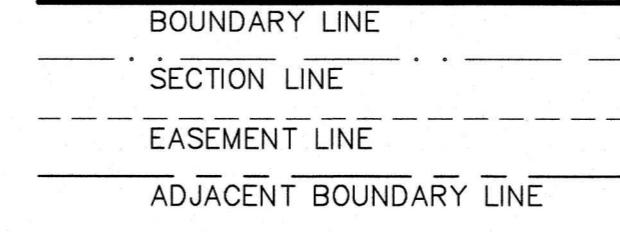
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CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	7°09'47"	566.00'	70.76'	N03°09'15"E 70.71'
C2	7°09'47"	500.00'	62.51'	N03°09'14"E 62.47'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N00°19'54"W	60.01'
L2	N00°21'24"W	60.01'
L3	S00°23'02"E	60.01'
L4	S00°21'23"E	60.01'
L5	N89°49'27"E	132.00'
L6	N00°25'38"W	363.99'
L7	N06°44'08"E	462.59'
L8	N00°25'38"W	368.94'
L9	S89°45'04"W	66.00'
L10	N89°33'43"E	0.56'

- LEGEND**
- FOUND BRASS CAP FLUSH
 - FOUND IRON PIPE
 - FOUND 1/2" REBAR
 - BCF BRASS CAP FLUSH
 - GLO GENERAL LAND OFFICE
 - T.C. TOOELE COUNTY
 - APN ASSESSOR PARCEL NUMBER
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT



	NO. _____ BY _____ DATE _____ REVISION _____
SURETOR: RICK ENGINEERING COMPANY PHOENIX, AZ 85029 602.957.3350 rickengineering.com San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver	
DRAWN BY: MAB CHECKED BY: _____ SCALE: 1" = 500' DATE: 2/21/2024	
FINAL LOCAL ENTITY PLAT DESERET ANNEXATION TO GRANTSVILLE CITY TOOELE COUNTY, UTAH	
PROJECT NO. 6864 SHEET NO. 2 OF 2	

Agenda Item #1

Declaring May 10th as Child Care
Provider Day



Proclamation

CHILD CARE PROVIDER APPRECIATION DAY

May 10, 2024

WHEREAS, LITTLE APPLES DAY CARE CENTER, and other organizations nationwide are recognizing Child Care Providers on this day and

WHEREAS, child care has provided a safe, nurturing place for the enrichment and development of millions of children nationwide and is a vital force in our economy; and

WHEREAS the pandemic illuminated how indispensable child care providers are for the well-being and economic security of Utah's young children, families and local communities.

WHEREAS, child care programs, which are mostly small businesses, run and staffed predominantly by women, continue to recover from the health and financial hardships stemming from the pandemic to meet the needs of more families; and

WHEREAS, Grantsville recognizes that child care has been and continues to be a lifeline for families, communities, and the economy. As such, it has provided much needed support to providers to help sustain the viability of child care; and

WHEREAS, the future depends on the quality of the early childhood experiences provided to young children today; support for high-quality child care represents a worthy commitment to our children's future.

NOW, THEREFORE, I, Neil A Critchlow, Grantsville City Mayor, hereby proclaim May 10, 2024, as Child Care Provider Appreciation Day in Grantsville, Utah and urge all citizens to recognize Child Care Providers for their important work, and how valuable they are for our community.

Neil A Critchlow, Mayor
Grantsville City

Agenda Item #2

Grantsville Communities that Care
Youth Recognition of Aiden Hopper and
Stockton Frank

Agenda Item #3

Public Comment

Agenda Item #4

Summary Action Items

- a. Approval of Minutes from the May 1st, 2024 Regular Meeting
- b. Approval of Bills

Unapproved

**MINUTES OF THE REGULAR MEETING OF THE GRANTSVILLE CITY COUNCIL,
HELD ON MAY 1, 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

Dallin Littlefield, City Attorney

Sherrie Broadbent, Finance Director

John Ingersoll, Library Director

Heidi Jeffries, HR/Treasurer

James Waltz, Public Works Director

Robert Sager, Police Chief

Andy Jensen, Building Official

Cavett Eaton, Zoning Administrator

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

Mayor Critchlow asked Shelby Moore to lead the Pledge of Allegiance

AGENDA:

Public Hearing:

A. The Proposed Creation of Desert Edge Public Infrastructure Districts Nos. 1 through 3. No comments were offered

B. Proposed 2025 FY Budget no comments were offered

- 1. Public Comment:** Nancy Coombs is submitting 541 signatures regarding the Estates at Twenty Wells. 5.26% of the population has signed this petition. Ms. Coombs advised there was a consensus regarding disappointment with the elected official. Mike van advised the General Plan states to maintain the rural plan and to diversify the housing. Mr. felt the community is being pushed to accept development the government is forcing. Ron Kuntz stood to provide comment. Mr. Kuntz advised the signatures are more than what were voted on. Mr. Kuntz understands the need for the park and the park at the end of Gold Dust Lane and there is place off Matthews Lane that would accommodate a park. Katelyn Butler stood to provide public comment. Ms. Butler advised the trust with the elected officials has been violated. Ms. Butler advised she felt there is plenty of green space in Grantsville. Ms. Butler advised the park is not a benefit to the community. Janet Toone stood to provide public comment. Ms. Toone expressed disappointment with the

noticing process for the approval. Ms. Toone would like to see ATV access open. Ms. Toone is concerned with the traffic and the lack of planning for schools in the area. Mayor Critchlow advised there is a traffic study, there is a planned traffic light, cannot consider the school area because the City cannot control the school district. Mayor Critchlow advised there is going to be an OHV ordinance that will revert to state code, and there needs to be a place for kids to play sports. C

2. Summary Action Items

a. Approval of Minutes from the April 3, 2024 Regular Meeting and April 10, 2024 Work Meeting

b. Approval of Bills

Motion: Councilmember Butler made the motion to Approve the minutes from the April 3, 2024 regular meeting

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.

3. Consideration of Resolution 2024-28 for the Creation of the Desert Edge Public Infrastructure Districts Nos. 1 through 3

Sam Elder stood to represent this item. Mr. Elder explained what a PID is and what the purpose is. Mr. Elder explained the main point is growth is paying for growth.

Motion: Councilmember Jenkins made the motion to Approve for the creation of the Desert Edge Public Infrastructure Districts Nos. 1 through 3

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.

4. Consideration of Resolution 2024-27 awarding the Veterans Committee Design Contract

Jesse Wilson stood to represent this item. Mr. Wilson explained the RFQ included drawings completed by Veteran Truxton Moulton as the concept. Councilmember

Jenkins acknowledged and appreciated the work the Veterans have put into the project. Councilmember Jenkins wanted to confirm ground-breaking will be on Veterans Day.

Motion: Councilmember Butler made the motion to Approve awarding the Veterans Committee Design Contract

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 2024-11 amending Chapters 13, 7, and 21 of the Grantsville Municipal Code

Councilmember Williams advised the irrigation company needed to remove D1 and D2 so the water is only appurtenant to the property in relation to Grantsville City shares. Judd Williams stood to represent Grantsville Irrigation. Mr. Williams advised the D1 and D2 were redundant. Mr. Williams advised the irrigation company did not want to amend the articles of incorporation because other shares are not required to be appurtenant to the property. Councilmember Jenkins wanted to clarify this regulation applies to future development. Councilmember Jenkins asked how the City keeps track of all the shares. Mr. Williams explained the shares are only being given to the city in lieu of impact fees. Councilmember Jenkins asked Attorney Littlefield the voting rights stay with the property owner. Attorney Littlefield confirmed that is the case. Councilmember Butler advised that having secondary water on a lot is privilege and the City should be utilizing this.

Motion: Councilmember Butler made the motion to Approve amending Chapters 13, 7, and 21 of the Grantsville Municipal Code striking D1 and D2 from the proposed document and Chapter 21 being removed for Public Hearing

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.

6. Consideration of Ordinance 2024-11 amending Grantsville City Code Chapter 17-4

Chief Sager stood to represent this item. Mr. Sager advised people are taking advantage of the exception. Mr. Sager advised there are exceptions for snow plowing and agriculture uses. Chief Sager asked to rescind the City Code and refer to State Statute. Councilmember Jenkins acknowledged this is an issue with people abusing the privilege. Councilmember Butler asked about during the parade. Chief Sager advised there is a

permitted use. Councilmember Butler would like the exceptions for snow plowing and agriculture.

Motion: Councilmember Butler made the motion to Table amending Grantsville City Code Chapter 17-4

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.

7. Consideration of Resolution 2024-26 approving the proposed Sun Sage Terrace Phase 4-9 PUD

Motion: Councilmember Hammond made the motion to Table approving the proposed Sun Sage Terrace Phase 4-9 PUD

Second: Councilmember Butler 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. Consideration of Ordinance 2024-15 approving the Rezone of property located at approximately 1600 N SR-138 HWY to go from A-10 to C-G designations

Cavett Eaton stood to represent this item. Mr. Eaton explained half the property is A-10 and the other is CG zone.

Motion: Councilmember Butler made the motion to Approve the Rezone of property located at approximately 1600 N SR-138 HWY to go from A-10 and C-G designations to MU 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.

9. Consideration of Ordinance 2024-16 amending the GLUDMA Code Chapters 21.2.11-Level 2 Minor Subdivisions

Cavett Eaton stood to represent this item. Mr. Eaton explained the process followed to research and implement this code. Councilmember Jenkins appreciated there is a way to prevent developers from abusing this code.

Motion: Councilmember Jenkins made the motion to Approve amending the GLUDMA Code Chapters 21.2.11-Level 2 Minor Subdivisions

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.

10. Council Reports

Councilmember Bevan:

Councilmember Butler: Preservation Commission will start seeing flyers. Historic Home tour has 4 homes that have signed up. Advised that approximately 2 years ago he was sitting in the same seat as the audience not understanding the process and that was the motivation for his running. Advised the City will change, but the goal is to make the growth responsible.

Councilmember Hammond: Main Street flower pots will ship the first week in May. Has new ideas on street lights and trying to work with UDOT and Rocky Mountain Power. Attracting commercial development is important and would like to have an attractive Main Street. Would like to point out that in reference to the public comment regarding zoning and the current council did not approve that change to zone.

Councilmember Jenkins: Appreciates the public comment. Would like to revisit and better define the Mixed-Use zone. Would like a better definition of what a buffer zone would constitute. Would like Planning Commission and staff to pay attention to the surrounding areas. Would like to note there are parks vs open space issues that need to be addressed. Would like to know if the residents would support tax increases to provide the amenities they are requesting. Summer of Fun is starting with Bubbles at the Park. Second weekend of the month will have concerts at the Clark Farm

Councilmember Williams: Appreciates the conference and the perspective of other towns experiencing the same growth.

Mayor Critchlow: State playoffs start tomorrow. Appreciates the conference down south. Little League field was named the Dee Stice Memorial Field and would like a sign made for. Flag pole at little league park needs paint. In order to get 3.7 million dollars to build the sports fields, taxes would have to be raised 250%.

11. Closed Session (Imminent Litigation, Personnel, Real Estate) There was no closed session

Unapproved

12. Adjourn

Motion: Councilmember Butler made the motion to adjourn

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.

Agenda Item #5

Consideration of Resolution 2024-29
appointing Shelby Moore to the Position
of Zoning Administrator



**GRANTSVILLE CITY
RESOLUTION NO. 2024-29
A RESOLUTION APPOINTING SHELBY MOORE
TO THE POSITION OF ZONING ADMINISTRATOR**

Be it resolved by the City Council of Grantsville City, Utah as follows:

WHEREAS, the prior Zoning Administrator appointed by the Mayor with advice and consent of the City Council has retired and the City is in need of a new Zoning Administrator; and

WHEREAS, the Mayor, with the assistance of other City Staff, have interviewed and selected Shelby Moore to fill the office of Zoning Administrator; and

WHEREAS, Shelby Moore has been determined to be qualified and competent to effectively fill the office of Zoning Administrator; and

WHEREAS, The Land Use Development and Management Code §3.27 authorized the Mayor to appoint a Zoning Administrator with the advice and consent of City Council;

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

Section 1. Advice and Consent of City Council: The City Council of Grantsville City hereby gives their advice and consent for the Mayor to appoint Shelby Moore as the Zoning Administrator for the City of Grantsville according to §3.27 of The Land Use Development and Management Code of Grantsville City.

Section 2. Effective Date: This resolution shall take effect immediately upon its passage and approval as provided by law.

Section 3. Severability clause: If any part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution and all provisions, clauses and words of this Resolution shall be severable.

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY,
THIS 15TH DAY OF MAY, 2024.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL.

By Mayor Neil Critchlow

ATTEST

Braydee Baugh, City Recorder

Agenda Item #6

Consideration of Resolution 2024-30

Approving the amendment to the
Consolidated Fee Schedule

Proposed Amendment to Fee Schedule for the Community and Economic Development Department

History: The purpose of this fee is to cover the cost of creating, purchasing, posting, and maintaining the physical signs that are now required for all Land Use Change applications, in Chapter 1.18 – Notice of the Grantsville Land Use and Management Code. This code amendment was approved by the Planning Commission and City Council:

Public Hearing Date: 3/21/2024

Planning Commission Approval: 3/21/2024

City Council Approval: 4/3/2024

This fee will allow the Community and Economic Development Department to implement this code change in their processes.

Amendment: Addition to include the fee to charge applicants for the creation, posting, and maintenance of the physical signs required by Ordinance 2024-13, approved by City Council 4/3/2024.

Category: Zoning Fees

Fee Name: Public Notice Signs

Fee: \$100.00 per sign for each required public hearing

Agenda Item #7

Consideration of Resolution 2024-31
declaring certain City Property owned by
Grantsville City as surplus and
authorizing its disposal

**GRANTSVILLE CITY
RESOLUTION NO. 2024-31**

**A RESOLUTION AUTHORIZING THE USE OF CELL PHONES BY THE
GRANTSVILLE CITY POLICE DEPARTMENT FOR ICAC PURPOSES IN THE
INTEREST OF PUBLIC SAFETY**

Be it resolved by the City Council of Grantsville City, Utah as follows:

WHEREAS, the Grantsville City Police Department has, during a criminal investigation, lawfully seized and, after the investigation concluded, subsequently attempted to return the Samsung S-8 Pulse phone with S/N: 8901260935737459332F, T-Mobile phone with IMEI: 355980084938657, and LG phone with IMEI: 354790110744982 to their owners without success, and these phones are not listed as stolen on the National Crime Information Center (NCIC) database; and

WHEREAS, the Grantsville City Police Department recognizes the critical role of the Internet Crimes Against Children (ICAC) task force in safeguarding children and addressing online threats to public safety; and

WHEREAS, the use of modern technology is essential for the effective operation of ICAC investigations; and

WHEREAS, pursuant to Utah State Code §77-11a-402(3)(4), the agency may apply property to a public interest use with the permission and approval of the legislative body of the agency's jurisdiction;

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

Section 1. Authorization for ICAC Use: The Grantsville City Police Department is hereby authorized to approve and use for public interest the following cell phones specifically for Internet Crimes Against Children (ICAC) investigations:

1. Samsung S-8 Pulse phone, Serial Number: 8901260935737459332F
2. T-Mobile phone, IMEI: 355980084938657
3. LG phone, IMEI: 354790110744982

Section 2. Effective Date: This resolution shall take effect immediately upon its passage and approval as provided by law.

Section 3. Severability clause. If any part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution and all provisions, clauses and words of this Resolution shall be severable.

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS
15TH DAY OF MAY, 2024.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

By Mayor Neil Critchlow

ATTEST

Braydee Baugh, City Recorder

Agenda Item #8

Consideration of Resolution 2024-32
approving the application for The
Highlands PUD



MEMORANDUM

DATE: May 3, 2024

TO: Braydee Baugh, City Recorder

FROM: Jaina Bassett, Community & Economic Development Administrative Assistant

RE: **ZONING ITEMS UP FOR CONSIDERATION AT CITY COUNCIL MEETING TO BE HELD MAY 15, 2024**

The following item was recommended for approval by the Grantsville City Planning Commission on May 2, 2024:

1. Consideration of the proposed PUD for The Highlands subdivision, located on SR138.

- PUD application was received 2/9/2024
- Public hearing was held 3/21/2024.
- Discussed 3/21/2024.
- Recommended for approval 5/2/2024. Section from pending minutes:

Aqua Consultant Shay Stark was present to speak on this item and noted that the applicant has worked hard to implement what they have been told and asked to do. He noted that the biggest change that has occurred with this PUD is that they are no longer asking for any variations to the City Code. Mr. Stark stated that this property is zoned RM-7 and that from what he can see, everything they are asking for will meet the requirements for that zone. He noted that the only thing proposed that may not fit within the RM-7 is the commercial area, which was requested by the City. Mr. Stark noted that the commercial area fits within the City's General Plan, and was implemented because the City requested it. Commission Chair Barchers stated that he appreciates the changes that have been made to the concept plan.

Steve McCutchans, Guy Haskell, and Amy Walker were present to answer questions on this agenda item. The trails were discussed and it was suggested that the trail system move along Mack Canyon Road, to provide trails for future developments in the area. Mr. Haskell stated that he would also like to see the trails move down Mack Canyon Road, and that he would be happy to include this requirement in the Development Agreement. Commission Chair Barchers stated that he believes there is a trail along Mack Canyon in the Master Transportation Plan. It was unknown at the time if this was accurate. Mr. Haskell stated that if this is the case, he would be happy to include it in his plan and the Development Agreement.

Commission Chair Barchers asked what the depth of the driveways is, and Mr. McCutchans stated that they are 25 feet deep.

The provided open space was discussed, and it was noted that the open space provided in the built-out section 14 of the plans, are retention basins on private lots. Mr. McCutchans also clarified that the City will maintain the City park, and the future HOA will maintain the

remaining open spaces. He also noted that sections 2 and 3 will be completed as the dwellings in those sections are completed, and will come forward with their own applications for approval.

The difference in the commercial development being provided was questioned. Amy Walker noted that the commercial was previously presented in a broader plan for square footage, which explains the change between that previous plan and the current plan. Mr. Stark confirmed that this is accurate.

It was noted that the property owners of the L-shaped yellow lots near section 14 that border the property not included in this project, requested a fence as a buffer between their properties and the other parcel. Mr. Haskell noted that the 6-foot fence should be there soon, if it is not already there.

Commissioner Dalton stated that he would like to see the high-density housing in the middle of the project, buffered by the lower density housing and open space around the outside.

Rick Barchers made a motion to table the proposed PUD for The Highlands subdivision, located on SR138. Derek Dalton seconded the motion. The vote is as follows: Derek Dalton “Aye,” Kevin Hall “Nay,” Jeff Downward “Nay,” Rick Barchers “Aye.” The motion failed.

Kevin Hall made a motion to recommend for approval the proposed PUD for The Highlands subdivision, located on SR138, with the requirement that all items in the development agreement be addressed to the City’s satisfaction. Jeff Downward seconded the motion. The vote is as follows: Derek Dalton “Nay,” Kevin Hall “Aye,” Jeff Downward “Aye,” Rick Barchers “Nay.” The motion failed.

Rick Barchers made a motion to recommend for approval the proposed PUD for The Highlands subdivision, located on SR138, with the requirement that the alleyways meet the standard for the International Fire Code. Kevin Hall seconded the motion. The vote is as follows: Derek Dalton “Nay,” Kevin Hall “Aye,” Jeff Downward “Aye,” Rick Barchers “Aye.” The motion carried.

– END OF MEMORANDUM –


Area	Acres	Land Use	Commercial Square Feet	Common Open Space Acres	Density DU/Acre	No. of Lots/Units
1	8.31	Commercial	108,600			
2	11.61	Multi-Family Residential		5.16	15.0	174
3	12.96	Multi-Family Residential		6.49	15.0	194
4	20.53	Condominiums		10.43	13.5	278
5	4.53	Townhomes		0.46	7.1	32
6	6.52	Twin Homes			7.7	50
7	16.07	Condominiums		6.59	10.6	170
8	29.92	Townhomes		1.34	8.1	241
9	14.79	Townhomes		2.43	5.4	67
10	12.52	Townhomes			3.9	161
11	40.91	SFD-7000			4.2	148
12	34.92	SFD-7000			3.6	97
13	26.90	SFD-7000			5.2	141
14	38.62	SFD-7000 (Existing Subdivision)				
Subtotals	279.11		108,600	32.90		1,887
Totals		289.47	108,600	32.90	6.3	1,887
					10.99%	



The Highlands

Master Planned Community

Grantsville, UT



 0 300

Stephen G. McClutchan
 Land & Community Planner
 PO Box 332 Drive, UT 84020
 (435) 636-1100
 stephen@sgmcl.com
 March 29, 2024

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



Permit # 2024017

The Highlands PUD Staff Report Summary and Recommendation

Parcel ID(s): 01-062-0-0037

Meeting Date: May 2, 2024

Public Hearing Date: May 2, 2024

Property Address: Hwy 138

Current Zone: RM-7

Applicant Name: Updwell Homes LLC

Request: PUD

Prepared By: Cavett Eaton / Gary Pinkham / Robert Rousselle

Planning Staff Notes and Recommendation:

City records indicate that this initial development was presented as a Concept Plan (similar to the current Preliminary Plan) called Desert Highlands Subdivision on March 1st, 2017. Another Concept Plan was presented as The Highlands on June 2nd, 2021 and a third Concept Plan was presented on March 1st, 2022. Phases 1, 2, 3, 4, 5, and 6 have been presented for approval and Phase 6 is under construction.

The Highlands Public Infrastructure District (PID) Nos. 1-3 was presented on January of 2023 and was approved in the March 20th, 2024 City Council meeting.

The Highlands Amended and Restated Development Agreement (ARMDA) was brought before the Grantsville Planning Commission for discussion on December 21st, 2023. There has been discussion of this Amended Development Agreement at several Planning Commission Meetings since that time.

The applicant has submitted all applicable information for this proposed project. The applicant's completed worksheets and response to the City's request for what is allowed and what is requested in the current zoning for this property has been above average in response and completeness. They have worked with the City Staff and taken comments from the Planning Commission, then implemented them where feasible for the proposed project. It is important to note that **the Applicant is not asking for any exceptions** to the city standards and ordinances. The conceptual plans proposed in the PUD application comply with the RM-7 District for which the property is zoned.

Recommendation

Because the application is complete, the actions proposed in the application comply with the underlying zoning of the property and meet the intent of the General Plan for this location, no exceptions to code are being asked for and the applicant has gone out of their way to try and work with the City and the

neighboring developers to resolve the significant infrastructure issues that each of the developments face the City Staff supports this application, and recommends it for approval by the Planning Commission and City Council with recommendations and additions as deemed necessary by those bodies.

SITE & VICINITY DESCRIPTION



DEVELOPER RESPONSE / PUD WORKSHEET

GRANTSVILLE CITY

DRAFT PUD APPLICATION WORKSHEET

The purpose of this worksheet is to guide your responses to the application requirements. If something is not applicable to your project, please note "Not Applicable" in the response box. If a response requires more space than is provided on this application or additional information is necessary, attach on separate pages and provide reference to the attachment in the response box.

Project Name -THE HIGHLANDS

Applicant -DESERET HIGHLANDS INVESTMENTS LLC

Project Location -S 26 T 2S R 6W

Project Acreage -299.46

Current Zoning -RM-7

PUD PURPOSE AND OBJECTIVES (GLUDMC Section 12-1-1):

Describe how the proposed project will meet each of the following Objectives:

Objective (a):

(a) Creation of a more desirable environment than would be possible through strict application of other City land use regulations through promotion of a creative approach to the use of land and related physical facilities resulting in better design and development, including aesthetic amenities. The developer shall detail the proposed variation from Grantsville City ordinance requirements and explain how this variation will lead to a more desirable environment;

Response

Recent significant increases in home prices have made rural lots, defined by the State Code as One Acre or larger, beyond the financial reach of most Utah families. The Highlands proposes to provide a range of affordable and attainable housing types including apartments, townhomes and single family detached homes. This range of housing types is encouraged by the RM-7 Zone.

The Highlands will also provide active open spaces including a 10 Acre City Park, a trail system and a series of HOA parks located in various neighborhoods.

Deviations from the City Code are requested and are outlined in the attached document.

Objective (b):

(b) The use of design, landscape or architectural features to create a pleasing environment while preserving desirable site characteristics such as natural topography, vegetation and geologic features as open space and providing recreational facilities. For projects containing a residential component containing more than a single dwelling unit at least 10% of the total parcel acreage shall be open space. All Planned Unit Development projects shall conform at a minimum with open space and improved open space requirements found in Chapter 21. Topography with slopes greater than 30% on average with a site area greater than 5,000 square feet, natural water bodies and drainages shall be protected;

Response

The Highlands proposes landscaping and architectural features that are typical of contemporary master planned communities across the Wasatch Front. As stated, there will be 10 Acre City Park, a trail system and several HOA maintained parks in various areas.

The Highlands will have 38.94 Acres of open space which is thirteen (13) percent open space, 30 % more than the required minimum.

Objective (c):

(c) Preservation of buildings which are architecturally or historically significant contribute to the character of the City;

Response

There are no architecturally or historically significant buildings on the property.

Objective (d):

(d) Establishment of interconnecting paths and trails for alternative transportation routes which lead to common and popular destinations and interface with automobile traffic at few and specific points. Onsite paths and trails shall connect to the citywide trail system. Trails connecting to the citywide system shall be considered public trails allowing for public use; and

Response

The Highlands proposes an extensive trail system that can be connected to off-site trails. The trail system is designed to minimize conflicts with automobiles and allow residents to travel from neighborhoods to open space areas.

Objective (e):

(e) Elimination of blighted structures or incompatible uses through redevelopment or rehabilitation.

Response

There are no blighted structures for incompatible uses on the property.

STANDARDS (GLUDMC Section 12-14-2 (a)):

Per GLUDMC Section 12-1-1 (a) *A planned development is a distinct category of conditional use.*

(a) At the preliminary phase, the applicant shall submit a written statement addressing each of the standards set forth in Section 7.8 herein entitled, Determination, when applicable and how the proposed development will promote the objectives set forth in Section 12.1 of this Chapter. The statement shall explain specifically how the proposed planned unit development relates to each such standard and promotes a listed objective;

7.8 Determination

(1) The Planning Commission, or upon authorization, the Zoning Administrator, may permit a use to be located within a zoning district in which a conditional use permit is required by the use regulations of that zoning district or elsewhere in these ordinances. The Zoning Administrator is also authorized to issue conditional use permits for family food production and the raising of animals, when appropriate, but may also defer any such application to the Planning Commission for its determination, in the sole discretion of the Zoning Administrator. In authorizing any conditional use the Planning Commission or Zoning Administrator shall impose such requirements and conditions as are necessary for the protection of adjacent properties and the public welfare. The Planning Commission or Zoning Administrator shall only approve with conditions, or deny a conditional use based upon written findings of fact with regard to each of the standards set forth below and, where applicable, any special standards for conditional uses set forth in a specific zoning district. The Planning Commission or Zoning Administrator shall not authorize a conditional use permit unless the evidence presented is such as to establish:

Describe how the proposed project will meet each of the following Standards:

The Applicants descriptions will help City Staff and Planning Commission make the determination for each of these standards. Some points may not be applicable to a specific project.

Standard (a):

(a) The proposed use is one of the conditional uses specifically listed in the zoning district in which it is to be located;

This information is found in the Use Tables found at the end of each Zoning District Chapter in the GLUDMC.

Chapter 14 Multiple Use, Agriculture and Rural Residential Districts

Chapter 15 Residential and Multiple Residential Districts

Chapter 16 Commercial and Industrial Districts

If the project is located in Chapters 17 Downtown Commercial Districts, 19 Sensitive area District, SA or 19a Mixed Use Districts Check Not Applicable

Response (Check the Applicable Box):

Permitted	<input type="checkbox"/>	Conditional	<input checked="" type="checkbox"/>	-	Not Allowed	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>
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Standard (b):

(b) That such use will not, under the circumstances of the particular case, be detrimental to the health, safety, comfort, order or general welfare of persons residing or working in the vicinity;

Response

The Highlands is a master planned community that is contemplated by the RM-7 Zone. The types of homes are permitted by the RM-7 Zone and Section 4.5, Multi-Use Unit Residential Development.

Buffers have been included in the design to minimize the impact on adjacent residential areas.

Standard (c):

(c) That the use will comply with the intent, spirit, and regulations of these ordinances and is compatible with and implements the planning goals and objectives of the City, including applicable City master plans;

Response

The Highlands has been designed to implement both the RM-7 Zone and the General Plan designations for the property.

Standard (d):

(d) Make the use harmonious with the neighboring uses in the zoning district in which it is to be located;

Response

The Highlands is a master planned community that is contemplated by the RM-7 Zone. The types of homes are permitted by the RM-7 Zone and Section 4.5, Multi-Use Unit Residential Development.

Buffers have been included in the design to minimize the impact on adjacent residential areas.

Standard (e):

(e) That nuisances which would not be in harmony with the neighboring uses, will be abated by the conditions imposed;

Response

The Highlands is a master planned community that is contemplated by the RM-7 Zone. The types of homes are permitted by the RM-7 Zone and Section 4.5, Multi-Use Unit Residential Development.

Buffers have been included in the design to minimize the impact on adjacent residential areas.

Standard (f):

(f) That protection of property values, the environment, and the tax base for Grantsville City will be assured;

Response

The Highlands is a master planned community that is contemplated by the RM-7 Zone. The types of homes are permitted by the RM-7 Zone and Section 4.5, Multi-Use Unit Residential Development.

Buffers have been included in the design to minimize the impact on adjacent residential areas.

Significant drainage courses have been retained to accommodate storm water flows without damage to surrounding properties.

Detention basins have been designed to retain additional storm water runoff as a result of land development.

Standard (g):

(g) That the conditions shall be in compliance with the current comprehensive General Plan of Grantsville City;

Response

~~Other than a proposal to permit a limited number of zoning standard deviations (See attached page),~~ The Highlands has been designed consistent with the RM-7 Zone and the City General Plan.

Standard (h):

(h) That some form of a guarantee is made assuring compliance to all conditions that are imposed;

No Response From Applicant. (This statement is directed to the body considering any conditions that may be imposed.)

Standard (i):

(i) That the conditions imposed are not capricious, arbitrary or contrary to any precedence set by the Planning Commission on prior permits, which are similar in use and district, unless prior approvals were not in accordance with the provisions and standards of this ordinance;

No Response From Applicant. (This statement is directed to the body considering any conditions that may be imposed.)

Standard (j):

(j) The internal circulation system of the proposed development is properly designed;

Response

The Highlands proposes a Minor Collector loop street system to carry neighborhood traffic to Mack Canyon Road. Mack Canyon Road will be widened to Master Transportation Plan standards. Local streets have been designed to be 66 feet in right-of-way width, the City’s standard.

Standard (k):

(k) Existing and proposed utility services are adequate for the proposed development;

Response

Utility systems will need to be upgraded for the size of development, however this has been contemplated in the design of the development.

Standard (l):

(l) Appropriate buffering is provided to protect adjacent land uses from light, noise and visual impacts;

Response

Buffering, as required by the City Code, has been incorporated into the plan design.

Standard (m):

(m) Architecture and building materials are consistent with the development and compatible with the adjacent neighborhood;

Response

The architecture and the building materials used will meet or exceed the City Code requirements.

Standard (n):

(n) Landscaping is appropriate for the scale of the development;

Response

The landscaping contemplated for The Highlands will balance the need for green spaces with the need to reduce water demands.

Standard (o):

(o) The proposed use preserves historical, architectural and environmental features of the property;

Response

Environmental features of the property, natural drainage courses, are being retained in the native conditions wherever possible.
There are no historical or architectural significant features on the property.

Standard (p):

(p) Operating and delivery hours are compatible with adjacent land uses.

Response

The commercial proposed will follow City, County and State requirements for operating and delivery hours to minimize the off hours impact on adjacent land uses.

REQUESTED DEVIATIONS FROM DEVELOPMENT REGULATIONS (GLUDMC Section 12-14-2 (b)):

(b) At the preliminary phase, the applicant shall submit a written statement indicating specifically what change, alteration, modification or waiver of any zoning or development regulations is being sought by the developer, if any.

Describe how the proposed project will meet each of the following Objectives:

As part of the application requirements, a page was prepared that listed the deviations requested. The page is attached. The pages have been updated to address the additional information requested in the following.

NEW LETTER- NO CODE EXCEPTIONS REQUESTED

Stephen G. McCutchan
Land & Community Planner
PO Box 382 Draper, UT 84020
(801) 557-6945
stevemplan@gmail.com



•

March 27, 2024

Requested Code Section Changes, Alterations, Modifications or Waivers Per Coide Section 12.4 c.

We are not requesting code section changes, alternations, modifications or waivers. The Planned Unit Development is designed to meet all code requirements.

NEIGHBORHOOD RESPONSE

The Radius Report for this PUD for the 3/21/24 meeting was sent on 3/11/2024. City Staff have received no responses at the time of this report. Responses received after posting the packet will be forwarded to the Planning Commission via email.

PLANNING STAFF ANALYSIS AND COMMENTS

Planning Consultant - Gary Pinkham

GENERAL NOTES:

It is my understanding that the developer wishes to amend the original Highlands project plan to add roughly 260 acres of additional ground to the plan area. The proposed plan for this added area includes uses and concepts that were not considered in the original approval process.

The project area is currently zoned RM-7 which will permit the proposed uses shown in the applicant's concept plan.

Once I realized that the Code reference in their opening sentence should refer to 7.8 and not 12.4.b, I was able to make sense of their following comments. I am very pleased that this applicant is actually following and providing the required information for this PUD application. They have addressed each of the items listed in 7.8 and are providing an itemized list of their desired changes, alterations, modifications, and waivers to the City's Code.

SPECIFIC ISSUE NOTES:

Regarding their responses to the various items listed in 7.8, their will need to be additional discussions held to determine the requirements to address issues such as (b) public safety and welfare, (k) utilities, (n) landscaping, and (o) storm drain protection and preservation.

Regarding their short list of proposed changes, alterations, modifications, or waivers to the City's code, I have the following comments:

1. For setbacks that will have garage access or driveways associated with the frontage the Planning Commission members have expressed that they feel 25' is the minimum they are comfortable with. This is to accommodate full sized vehicles such as extended cab pickups, service vans, etc.
2. For building height, the 35' maximum height is the critical dimension. If they can squeeze a third floor in, I see no problem with this request.
3. For the corner lot setbacks, they will need to show that nothing will encroach into the 30' triangle. This will include any vehicles parked within the area.

4. For minimum lot frontage, this issue must be looked at with regard to the impact on utility access and placement, garbage can locations, parking, street signage, etc.
5. For parking, I am not in favor of granting any relief to the parking requirements of the City's code. In looking at the concept plan it appears that there is a significant lack of parking. It should be noted that the City's Code has been written to be in compliance with the State Code for parking and cannot be subject to variance.

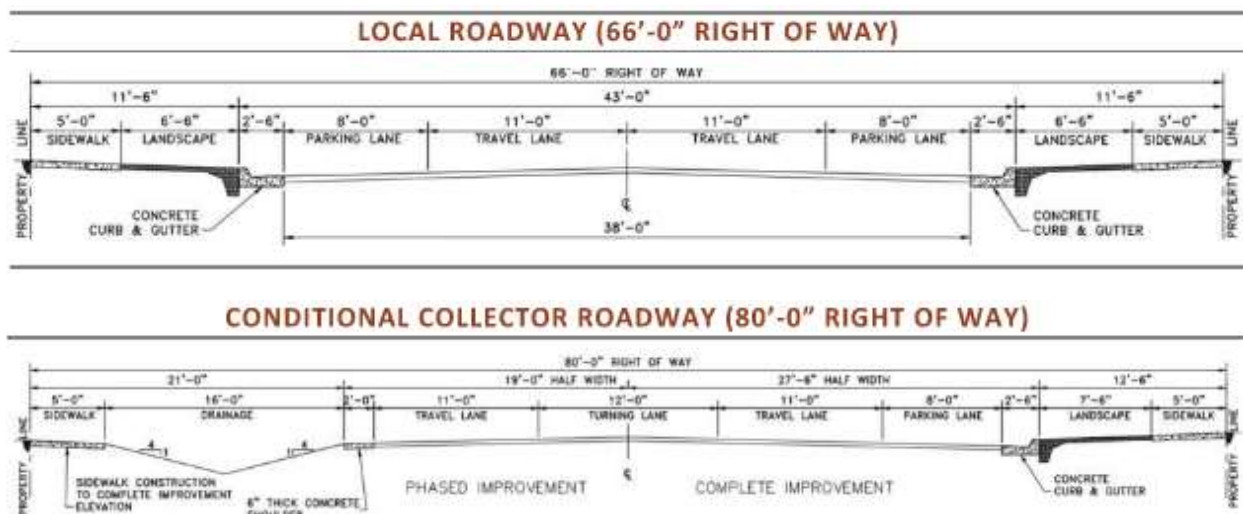
The table on the concept plan appears to have some errors and omissions in it regarding the type of use and number of units.

ENGINEERING STAFF ANALYSIS & COMMENTS

Comments have been provided by the City Engineer concerning issues that will need to be considered if the proposed project moves forward. The City Engineer's recommendations are included in the staff recommendations.

The developer mentions improvements to utility services will need to be made as a condition of approval. With the amount of units proposed with this development utility and road improvements will be crucial.

Roads: Most of the roads proposed in the development meet Grantsville City's local roadway right-of-way standards of 66-feet of right-of-way, see below. The main looped roadway within the PUD is proposed as a conditional collector roadway (80-foot wide right-of-way). The development has also proposed realigning Mack Canyon Road so it intersects SR-138 perpendicularly. With Mack Canyon Road as the main access for the majority of this development, a traffic study should be completed to determine all the improvements required within the development, Mack Canyon Road, and SR-138.



Drainage: The Pope Canyon and West Canyon 1 Watersheds drain through this project as shown in the figure below. The 100-year – 24-hour duration peak discharge for Pope Canyon is 849 cfs with West Canyon 1 at 286 per the 2024 Final Draft Grantsville West Bank Development Stormwater Master Plan

Report by Jones & DeMille Engineering. There are three (3) culverts under SR-138 along this property: 24-inch CMP, 6-foot (wide) x 4.5-foot (high) culvert, and 6-foot (wide) x 4-foot (high) culvert. The developer will need to work with the City on mitigation efforts to minimize adverse effects on downstream properties.

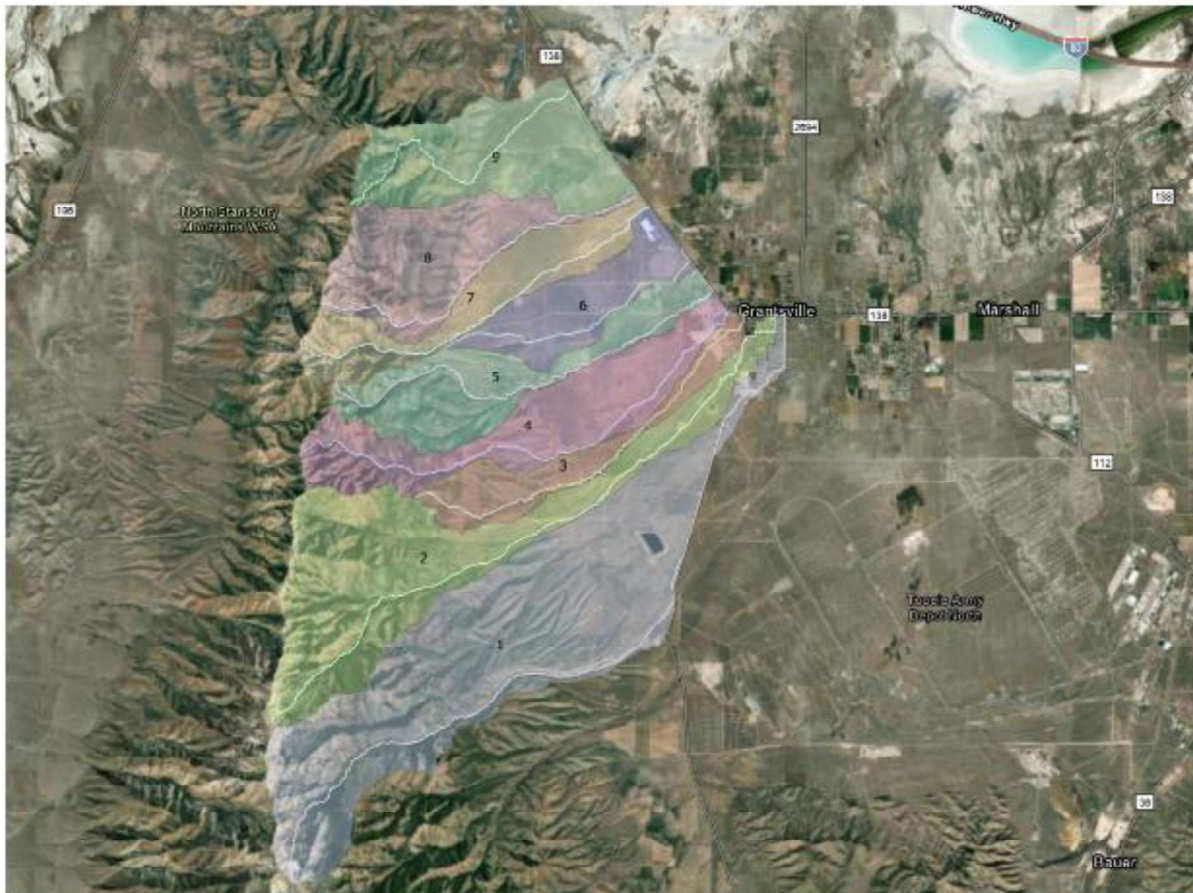


Figure 1. West Bank Watersheds

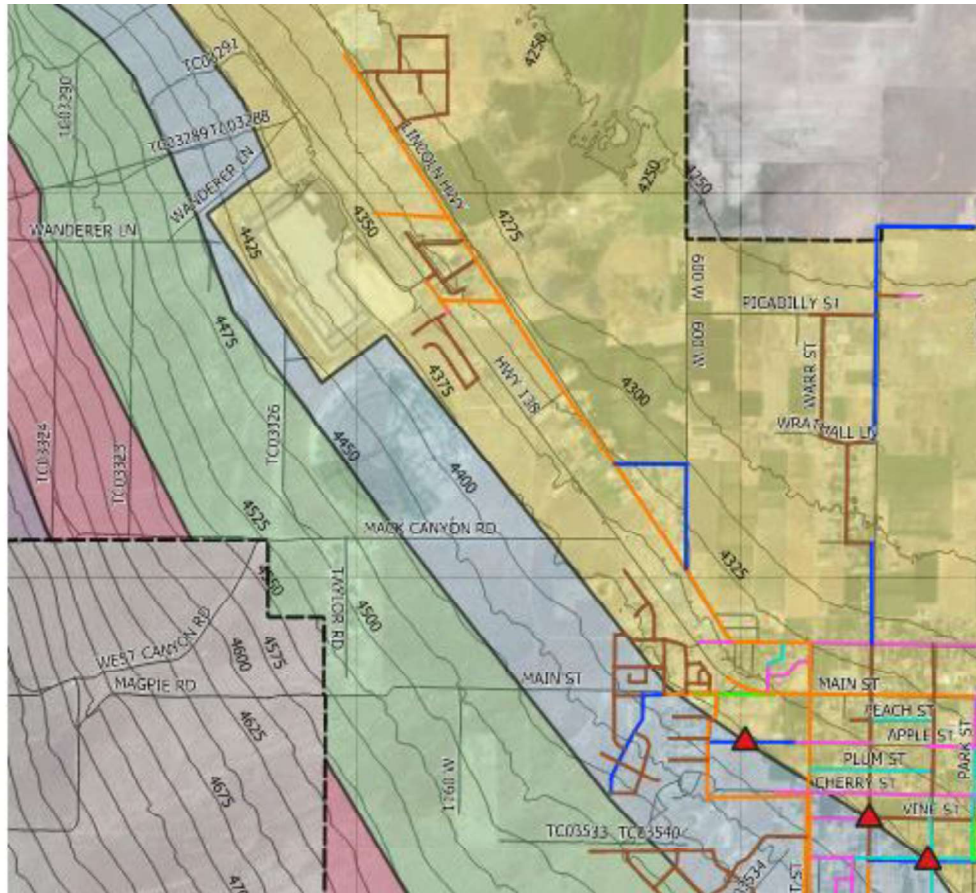
Table 1. Subbasin Number and Name

Subbasin	Subbasin Name
1	South Willow and Coal Pit Canyon
2	North Willow Canyon
3	White Rocks
4	Baker Canyon
5	Pope Canyon
6	West Canyon 1
7	West Canyon 2
8	Dry Canyon
9	Unnamed

Source: 2024 Final Draft Grantsville West Bank Development Stormwater Master Plan Report by Jones & DeMille Engineering

Water :

The majority of this project will be located within pressure zone 2, see figure below, with the southwest corner located in pressure zone 3.



Pressure Zone 1 – Yellow Shaded Area

Pressure Zone 2 – Blue Shaded Area

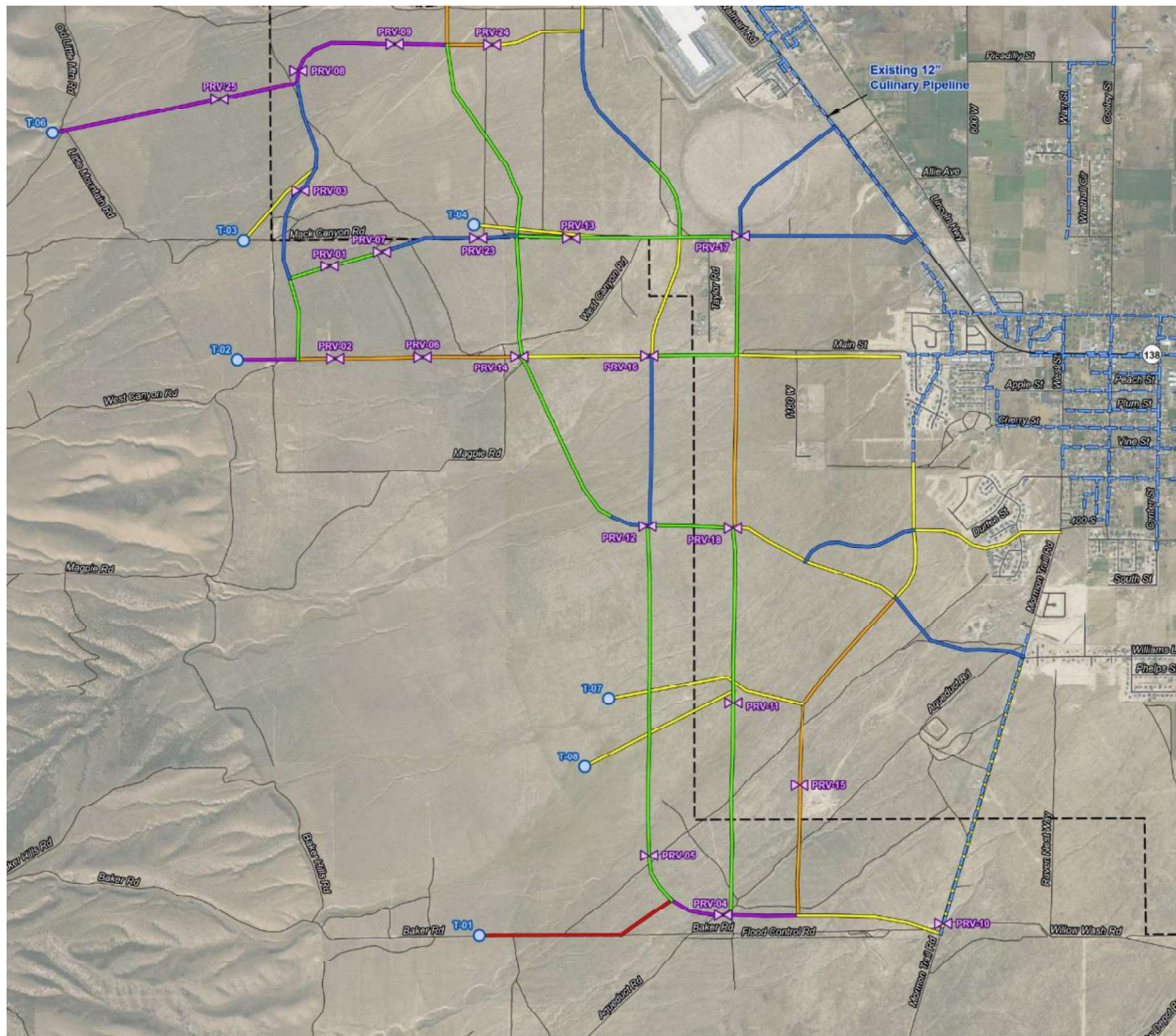
Pressure Zone 3 – Green Shaded Area

Future Pressure Zone 4 – Red Shaded Area

Future Pressure Zone 5 – Purple Shaded Area

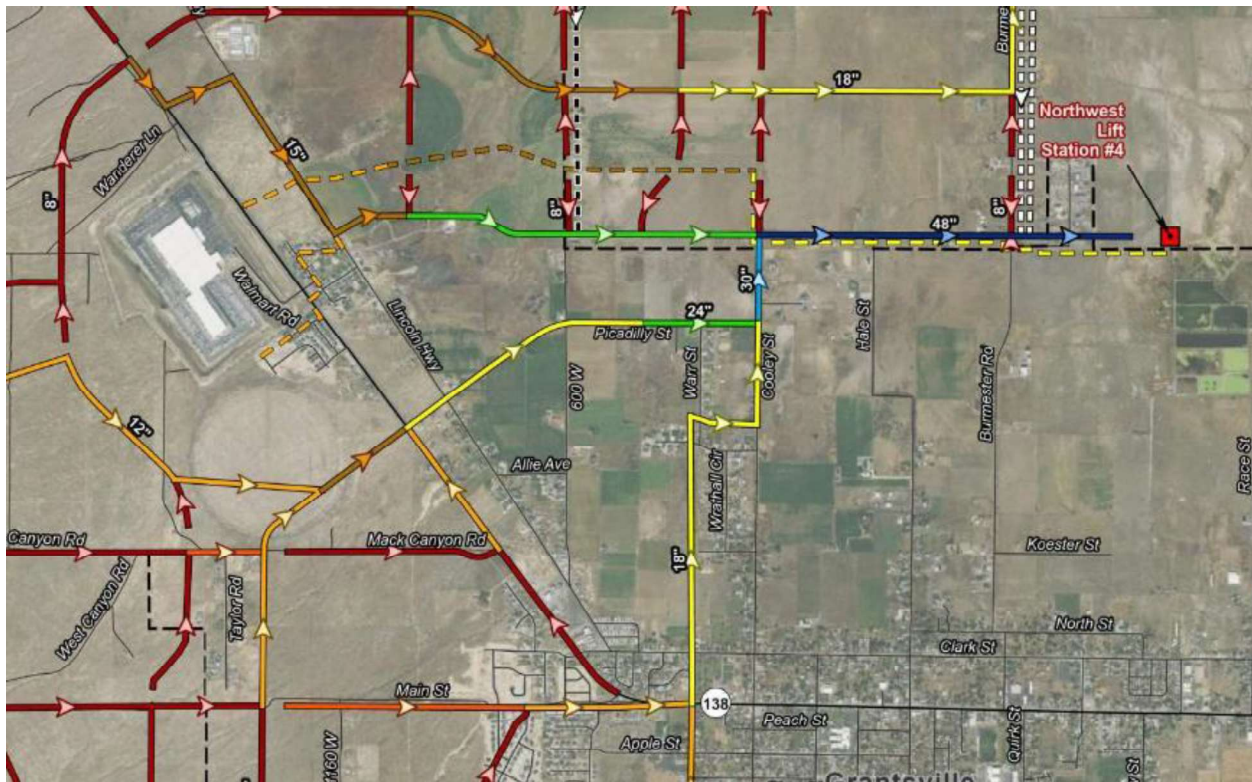
Source: Figure 7 from 2022 Grantsville CFP, IFPP, and IFA by Ensign Engineering and Land Surveying

Wells and tanks are proposed along Mack Canyon road to ultimately serve pressure zone 3. As shown in the figure below, water line connections need to be made to existing pipe lines to the south for pressure zones 2 and 3. This project has an existing irrigation well and this site is being considered for a location for a future City well.



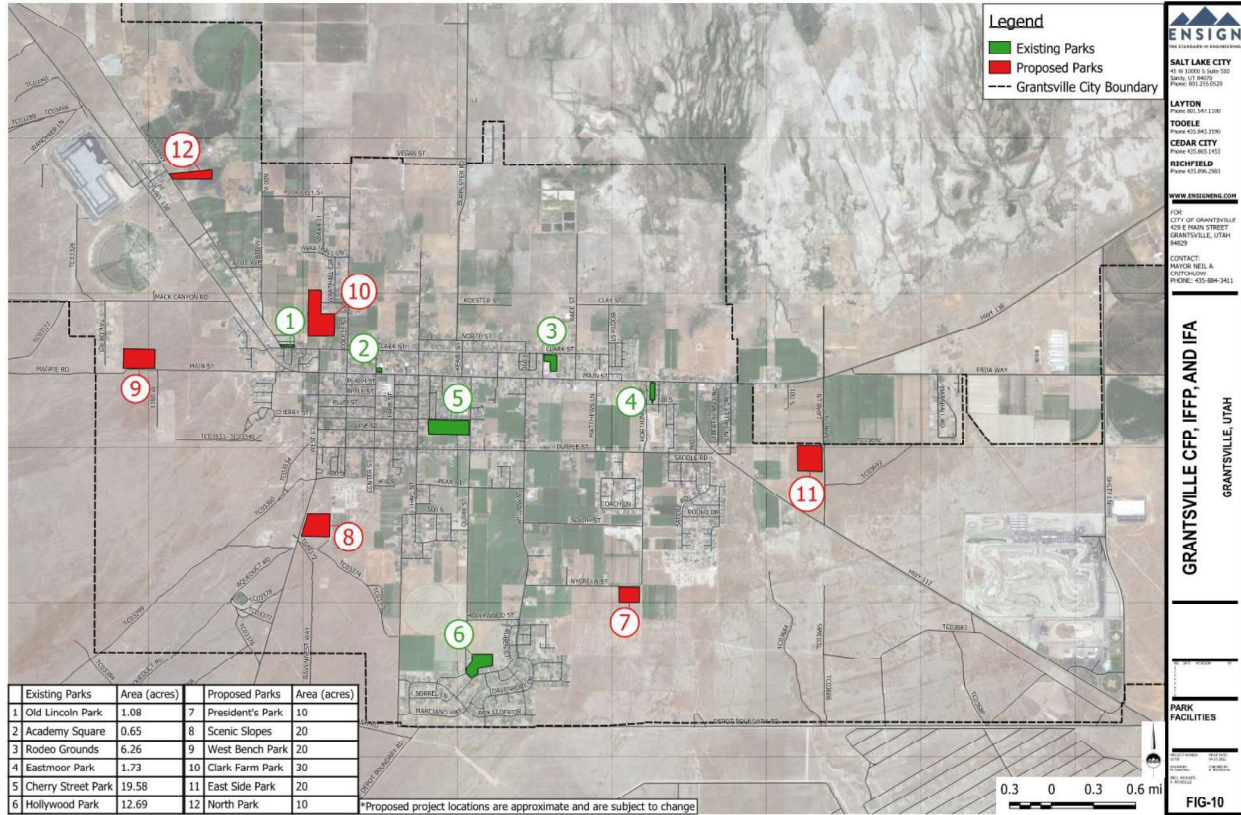
Source: Figure 1 from 2024 Final Draft Grantsville Drinking Water Master Plan Report by Jones & DeMille Engineering

Wastewater : This development will need to provide a sanitary sewer line to connect to the existing Northwest Interceptor, see figure below. The Northwest Interceptor will need to be increased in capacity to convey sanitary sewer to the Wastewater Treatment Plant. The Northwest Lift Station will need to be replaced near the end of the 10-year planning period, if not sooner dependent on growth, with a larger lift station to not only convey the wastewater flows from The Highlands, but numerous large developments in the West Bank area. The new Wastewater Treatment Facility, currently in design, will be sized to handle these additional wastewater flows.



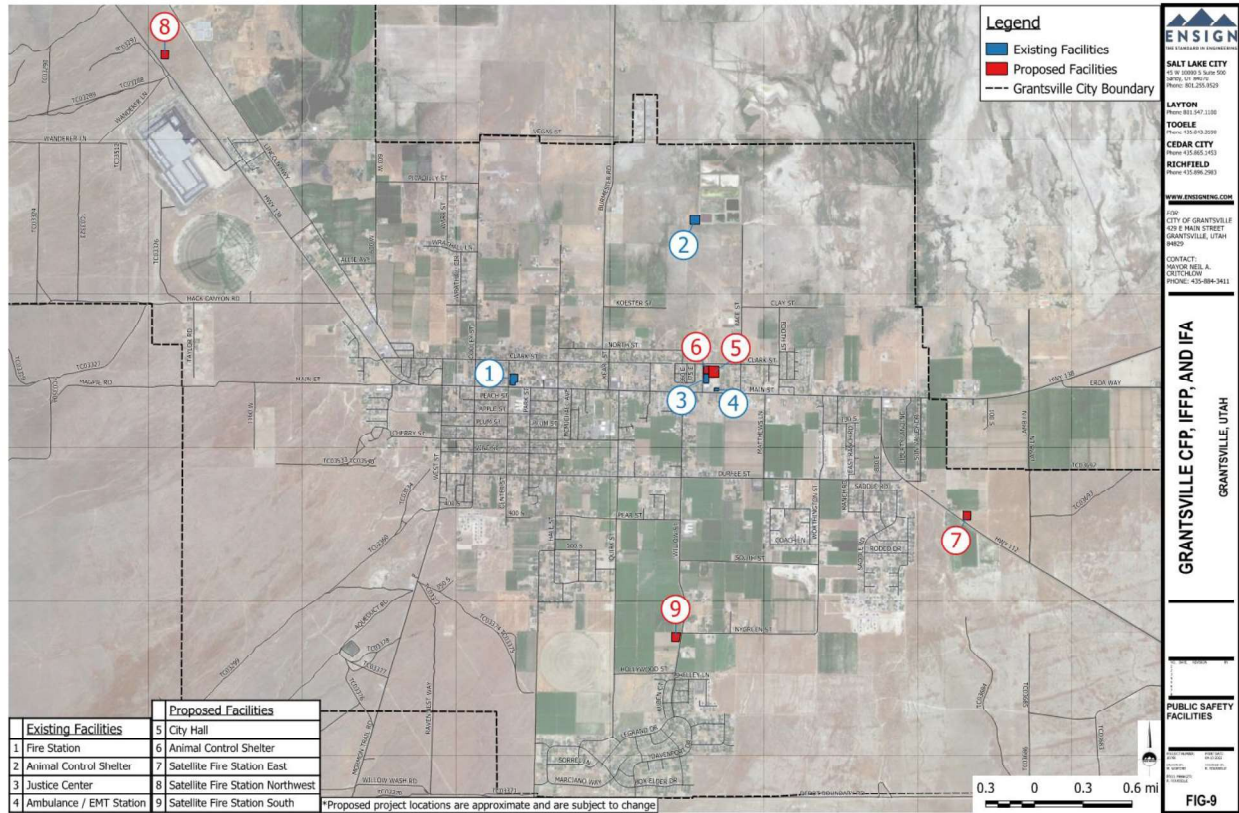
Source: Figure 1 from 2024 Final Draft Grantsville West Bank Development Wastewater Master Plan Report by Jones & DeMille Engineering

Parks: There are currently no parks in the vicinity of this development except for the 1.08 acre Old Lincoln Park by Old Lincoln Highway and Clark Street. The 2022 Parks CFP, IFFP, and IFA show a proposed 10 acre North Park in the vicinity. The developer should work with Grantsville City Parks and Recreation Department along with the community to incorporate park amenities and improvements into the proposed 10 acre park located within The Highlands.



Source: Figure 10 from 2022 Grantsville CFP, IFFP, and IFA by Ensign Engineering and Land Surveying

Fire: A Satellite Fire Station is proposed in the West Bank area, see figure below. It may not be constructed with this development but needs to be considered as developments come in.



Source: Figure 9 from 2022 Grantsville CFP, IFFP, and IFA by Ensign Engineering and Land Surveying

PLANNING COMMISSION CONSIDERATIONS & CONDITIONS

Worksheet for Planning Commission in considering this application.

Project Benefits to the City and the Project Residents:

- The project is proposed to provide a small commercial node at the intersection of Mack Canyon road and SR-138 which will very likely include businesses that serve the local residents.
- In the City Planning Documents Mack Canyon Road is proposed as a major corridor not only for vehicle traffic but also for water and sewer trunk lines, tanks and other utility facilities to serve the west bank area as well as provide access to trails leading into the foothills and mountains. The proposed project is doing its part to help address these issues.
- A City Park is proposed that will not only benefit the residents of the subdivision but will also be available for use by other City residents.
- The project meets the intent of the General Plan for the area and the zoning.

Mitigation Efforts:

- A central loop road moves a great deal of the traffic onto Mack Canyon Road which will allow for efficient movement onto SR-138.
- The City Park and landscaped amenity rich private open space will be constructed around the multi-family residential so that those residents will have outdoor space to utilize.
- Mack Canyon Road will be designed with major utility trunk lines that will serve not only the Highlands PUD but the future surrounding development and will improve efficiency of operation and maintenance for the City.

Conditions of Approval:

- An MDA to be submitted with or before the first preliminary application is submitted will contain specific phasing requirements for the improvement of the City Park and completion of major infrastructure.
- This approval is based upon continued good faith efforts to work with surrounding developers and the City to provide adequate sized trunk line infrastructure in Mack Canyon Road to jointly address the necessary infrastructure to serve the properties of those who choose to participate and front Mack Canyon Road.
-

Agenda Item #9

Consideration of Resolution 2024-33
approving the Annexation Agreement for
Deseret Annexation

**GRANTSVILLE CITY
APPLICATION FOR ANNEXATION**

For Office Use Only

Date filed: _____ Number of acres (rounded up): _____

Fee: \$1,000 (Covers the notices, publications, and reviews)

Fees received by: _____ Amount paid: _____

Is the property located within the Grantsville City Annexation Policy Plan? Y N

Does the application and petition have the following?

Map approved by the Tooele County Surveyor Y N

Legal Description Y N

List of all property owners within the petition Y N

Certificate of Mailing Y N

Contact Sponsor:

Name: Shaun Johnson Address: 183 E. Main Street

City: Grantsville State: UT Zip: 84029

Phone #: (801) 349-0761 Cell #: (801) 349-0761 Email: shaun@sjcompany.net

Authorized Agent (if applicable): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Cell #: _____ Email: _____

Name of Proposed Annexation: Deseret

General Location of Proposed Annexation: West Bench

What percent of Private Real Property within the Proposed Annexation is represented by signatures of owners? 100%

Percent of the Value of Private Real Property within the Proposed Annexation is represented by the signatures? 100%

Total number of acres included in the Annexation: 438.778 Total number of parcels included in Annexation: 3

Zoning Requested: Mixed Use

Proposed Land Uses: Master plan community in conjugation with the Deseret Master Plan. (Residential)

Surrounding Land Uses: Mixed Use

Please provide a legal description of the area and a spreadsheet with information for each parcel included with this annexation. (A fill in the blanks spreadsheet may be obtained from the Grantsville City Recorder.)

Petition for Annexation

TO GRANTSVILLE CITY:

We, the undersigned owners of private real property, hereby petition that the area (the "Area") shown on the accurate and recordable map (prepared by a licensed surveyor) that is attached to this petition (this "petition") be annexed to Grantsville City, Utah. Each of the undersigned affirms that (a) each has personally signed this petition, (b) each is an owner of real property that is located within the Area, and (c) the current residence address of each is correctly written after the signer's name. Further, each of the undersigned designates the individuals identified below as sponsors and contact sponsor of this petition:

NOTICE

- **There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.**
- **If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder of Grantsville City. If you choose to withdraw your signature, you must do so no later than 30 days after Grantsville City receives notice that the petition has been certified.**

<u>Name</u>	<u>Mailing Address</u>	<u>Status</u>
Shaun Johnson	183 E. Main Street, Suite 2, Grantsville, UT 84029	sponsor/contact
Darwin Horan	8678 Concord Center Drive, Suite 200, Englewood, CO 80112	sponsor

Print Signer's Name

VT Grantsville Hold Co, LLC

Signer's Residence Address

8678 Concord Center Drive
Suite 200
Englewood, CO 80112

Signature

By: 

Darwin Horan, Manager

Tax Parcel Nos:

- 05-081-0-0009
- 05-082-0-0037
- 05-082-0-0033

NOTICE

- **There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.**
- **If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder of Grantsville City. If you choose to withdraw your signature, you must do so no later than 30 days after Grantsville City receives notice that the petition has been certified.**

H 138 Grantsville 1, LLC 8678 Concord Center Drive
Suite 200
Englewood, CO 80112

By: 
Joe Blagg, Manager

Tax Parcel Nos:
- 05-081-0-0009
- 05-082-0-0037
- 05-082-0-0033

H 138 Grantsville 2, LLC 8678 Concord Center Drive
Suite 200
Englewood, CO 80112

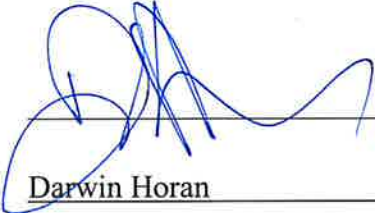
By: 
Joe Blagg, Manager

Tax Parcel Nos:
- 05-081-0-0009
- 05-082-0-0037
- 05-082-0-0033

**Certificate of Authority
(Limited Liability Company)**

The undersigned hereby **represents, warrants and certifies** for the benefit of **GRANTSVILLE CITY** and **TOOELE COUNTY**, and their respective elected officials (including, without limitation, the Grantsville City Recorder and the Tooele County Clerk), employees, agents and attorneys that the undersigned (a) is (and at all pertinent time has been) a manager of the limited liability company (the “**LLC**”) described below; (b) is duly authorized to execute and deliver on behalf of the LLC the attached “Petition For Annexation” (the “**Petition**”); and (c) has duly executed and delivered the Petition on behalf of, and as a manager of, the LLC.

DATED this 6th day of March, 2024


_____, Manager
Darwin Horan
(Print Manager’s Name)

VT Grantsville Hold Co, LLC
(Print Name of LLC)

**Certificate of Authority
(Limited Liability Company)**

The undersigned hereby **represents, warrants and certifies** for the benefit of **GRANTSVILLE CITY** and **TOOELE COUNTY**, and their respective elected officials (including, without limitation, the Grantsville City Recorder and the Tooele County Clerk), employees, agents and attorneys that the undersigned (a) is (and at all pertinent time has been) a manager of the limited liability company (the “**LLC**”) described below; (b) is duly authorized to execute and deliver on behalf of the LLC the attached “Petition For Annexation” (the “**Petition**”); and (c) has duly executed and delivered the Petition on behalf of, and as a manager of, the LLC.

DATED this 6th day of March, 2024

 _____, Manager


Joe Blagg
(Print Manager's Name)

H 138 Grantsville 1, LLC
(Print Name of LLC)

**Certificate of Authority
(Limited Liability Company)**

The undersigned hereby **represents, warrants and certifies** for the benefit of **GRANTSVILLE CITY** and **TOOELE COUNTY**, and their respective elected officials (including, without limitation, the Grantsville City Recorder and the Tooele County Clerk), employees, agents and attorneys that the undersigned (a) is (and at all pertinent time has been) a manager of the limited liability company (the “**LLC**”) described below; (b) is duly authorized to execute and deliver on behalf of the LLC the attached “**Petition For Annexation**” (the “**Petition**”); and (c) has duly executed and delivered the Petition on behalf of, and as a manager of, the LLC.

DATED this 6th day of March, 2024

 _____, Manager

Joe Blagg

(Print Manager’s Name)

H 138 Grantsville 2, LLC

(Print Name of LLC)

List of Affected Entities to Which Notice was Sent

PLEASE BE INFORMED that written notice of intent to file the foregoing petition was sent to the following listed affected entities on the ___ day of January, 2024.

NAME AND ADDRESS OF AFFECTED ENTITIES:

Tooele County Commission
47 South Main Street
Tooele, UT 84074

Tooele County School District
92 South Lodestone Way
Tooele, Utah 84074

North Tooele County Fire Protection Service District
Stansbury Fire Station
179 County Club Drive
Stansbury Park, UT 84074

Tooele County Boundary Commission
c/o Tooele County Clerk
47 South Main Street
Tooele, UT 84074

Tooele Valley Mosquito Abatement District
1535 Sunset Road
Lake Point, Utah 84074

Tooele County Recreation Service District
47 South Main Street
Tooele, Utah 84074

Tooele County Special Service District-Water
c/o Tooele County Clerk
47 South Main Street
Tooele, UT 84074

Rocky Mountain Power
Annexations
P.O. Box 400
Portland, OR 97207-0400

DESERET ANNEXATION TO GRANTSVILLE CITY

FINAL LOCAL ENTITY PLAT A PORTION OF THE NORTHEAST QUARTER OF SECTION 29 AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29 AND THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 6 WEST OF THE SALT LAKE MERIDIAN, TOOELE COUNTY, UTAH

BOUNDARY DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29 AND A PORTION OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 6 WEST, OF THE SALT LAKE MERIDIAN, TOOELE COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 29, A TOOELE COUNTY BRASS CAP FLUSH, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION, BEARS SOUTH 89 DEGREES 15 MINUTES 05 SECONDS EAST, 2639.22 FEET;

THENCE SOUTH 89 DEGREES 15 MINUTES 05 SECONDS EAST, ALONG THE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29, 200.04 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 89 DEGREES 15 MINUTES 05 SECONDS EAST, 2239.16 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00 DEGREES 21 MINUTES 23 SECONDS EAST, 60.01 FEET;

THENCE SOUTH 89 DEGREES 15 MINUTES 05 SECONDS EAST, 199.48 FEET;

THENCE NORTH 89 DEGREES 33 MINUTES 43 SECONDS EAST, 0.56 FEET, TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29;

THENCE SOUTH 00 DEGREES 23 MINUTES 02 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29, 2588.00 FEET, TO THE EAST QUARTER CORNER OF SAID SECTION 29, A GENERAL LAND OFFICE BRASS CAP FLUSH;

THENCE SOUTH 00 DEGREES 23 MINUTES 41 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, 1325.02 FEET, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A REBAR WITH CAP, ENSIGN;

THENCE DEPARTING SAID EAST LINE, NORTH 89 DEGREES 19 MINUTES 19 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, 1,320.66 FEET, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A REBAR WITH CAP, ENSIGN;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 22 MINUTES 30 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, 1,325.36 FEET, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A REBAR WITH CAP, ENSIGN;

THENCE DEPARTING SAID WEST LINE, NORTH 89 DEGREES 18 MINUTES 24 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29, 1,320.22 FEET, TO THE SOUTHWEST CORNER OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 29, A REBAR WITH CAP, NO ID;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29, 2,590.51 FEET, FROM THE WHICH THE NORTH QUARTER CORNER OF SAID SECTION 29, BEARS NORTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 60.01 FEET;

THENCE DEPARTING SAID WEST LINE, SOUTH 89 DEGREES 15 MINUTES 05 SECONDS EAST, 200.01 FEET;

THENCE NORTH 00 DEGREES 19 MINUTES 54 SECONDS WEST, 60.01 FEET, TO THE **POINT OF BEGINNING**.

TOGETHER WITH

A PORTION OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 6 WEST, OF THE SALT LAKE, MERIDIAN, TOOELE COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHWEST CORNER OF SAID SECTION 33, A GENERAL LAND OFFICE BRASS CAP FLUSH, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 33, BEARS NORTH 89 DEGREES 48 MINUTES 00 SECONDS EAST, 2652.54 FEET, A BRASS CAP FLUSH;

THENCE NORTH 89 DEGREES 48 MINUTES 00 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33, 132.00 FEET, TO THE **POINT OF BEGINNING**;

THENCE NORTH 89 DEGREES 48 MINUTES 00 SECONDS EAST, A DISTANCE OF 2520.54 FEET, TO THE NORTH QUARTER CORNER OF SAID SECTION 33, A BRASS CAP FLUSH;

THENCE NORTH 89 DEGREES 48 MINUTES 19 SECONDS EAST, ALONG THE NORTH LINE OF NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, 1326.23 FEET, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, A REBAR WITH CAP, ENSIGN;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00 DEGREES 24 MINUTES 03 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, 1,321.69 FEET, TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33;

THENCE DEPARTING SAID EAST LINE, NORTH 89 DEGREES 45 MINUTES 13 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, OF 1,326.54 FEET, TO THE EAST LINE OF NORTHEAST QUARTER OF SAID SECTION 33;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00 DEGREES 24 MINUTES 53 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, 1,320.49 FEET, TO THE EAST QUARTER CORNER OF SAID SECTION 33, A TOOELE COUNTY BRASS CAP FLUSH;

THENCE DEPARTING SAID EAST LINE, SOUTH 89 DEGREES 42 MINUTES 08 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, 2653.72 FEET, TO THE CENTER OF SAID SECTION 33;

THENCE DEPARTING SAID SOUTH LINE, CONTINUING SOUTH 89 DEGREES 42 MINUTES 08 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33, 1325.34 FEET, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 24 MINUTES 26 SECONDS WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33, 1,324.02 FEET, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33;

THENCE DEPARTING SAID EAST LINE, SOUTH 89 DEGREES 45 MINUTES 04 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33, 1,259.80 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 25 MINUTES 38 SECONDS WEST, 368.94 FEET, TO A TANGENT CURVE TO THE SOUTHEAST, HAVING A RADIUS OF 500.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07 DEGREES 09 MINUTES 47 SECONDS, A DISTANCE OF 62.51 FEET;

THENCE NORTH 06 DEGREES 44 MINUTES 8 SECONDS EAST, ALONG A TANGENT LINE, 462.59 FEET, TO A TANGENT CURVE TO THE NORTHWEST, HAVING A RADIUS OF 566.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07 DEGREES 09 MINUTES 47 SECONDS, A DISTANCE OF 70.76 FEET;

THENCE NORTH 00 DEGREES 25 MINUTES 38 SECONDS WEST, ALONG A TANGENT LINE, 363.99 FEET, TO THE **POINT OF BEGINNING**.

TOTAL PARCELS CONTAIN 19,113,189 SQUARE FEET OR 438.778 ACRES, MORE OR LESS.

OWNERS WITNESS

IN WITNESS HEREOF WE HAVE HERE UNTO SET OUR HANDS THIS THE ____ DAY OF _____ A.D. 20__

NAME _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

ON THE ____ DAY _____ OF A.D., 20__,
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF _____ IN SAID STATE OF _____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE/THEY SIGNED THE FOREGOING DEDICATION, _____ IN NUMBER, FREELY AND VOLUNTARILY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC _____ RESIDING IN _____ COUNTY.

OWNERS WITNESS

IN WITNESS HEREOF WE HAVE HERE UNTO SET OUR HANDS THIS THE ____ DAY OF _____ A.D. 20__

NAME _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

ON THE ____ DAY _____ OF A.D., 20__,
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF _____ IN SAID STATE OF _____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE/THEY SIGNED THE FOREGOING DEDICATION, _____ IN NUMBER, FREELY AND VOLUNTARILY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC _____ RESIDING IN _____ COUNTY.

OWNERS WITNESS

IN WITNESS HEREOF WE HAVE HERE UNTO SET OUR HANDS THIS THE ____ DAY OF _____ A.D. 20__

NAME _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

ON THE ____ DAY _____ OF A.D., 20__,
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF _____ IN SAID STATE OF _____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE/THEY SIGNED THE FOREGOING DEDICATION, _____ IN NUMBER, FREELY AND VOLUNTARILY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC _____ RESIDING IN _____ COUNTY.

DEVELOPER/CLIENT
VT GRANTSVILLE HOLD CO, LLC
8678 CONCORD CENTER DRIVE, #200
ENGLEWOOD, CO 80122

COUNTY SURVEYOR APPROVAL

APPROVED THIS ____ DAY OF _____, 20__
BY THE TOOELE COUNTY SURVEYOR.

TOOELE COUNTY SURVEYOR

I, RANDALL HAGER, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 7512119, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS SUBDIVISION PLAT IN ACCORDANCE WITH SECTION 17-25-17, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS DESERET ANNEXATION TO GRANTSVILLE CITY AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

SURVEYORS NARRATIVE

I RANDALL HAGER, DO HEREBY STATE THAT I AM A LICENSE PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 7512119 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND REPRESENT THAT I HAVE PREPARED THIS ANNEXATION PLAT OF THE FOLLOWING DESCRIBED PROPERTY. THIS PLAT HAS BEEN PREPARED BY COMPILING SECTION INFORMATION FROM SEVERAL SOURCES AND EXISTING ANNEXATION PLATS ON FILE AT THE TOOELE COUNTY RECORDER'S OFFICE.

THE MAIN SOURCE FOR THE SECTION DATA WAS TOOELE COUNTY DEPENDENT RESURVEY ON FILE IN THE TOOELE COUNTY RECORDER'S OFFICE AS ENTRY #354226, BOOK 207, PAGE 159-160. THIS SOURCE PROVIDED THE SECTION INFORMATION FOR SECTIONS 28, 29 AND 33 OF TOWNSHIP 2 NORTH, RANGE 6 WEST, SALT LAKE MERIDIAN.

THE EXISTING ANNEXATION PLATS THAT WERE USED WITH RECORDING INFORMATION ARE AS FOLLOWS: GRANTSVILLE CITY - FLUX AREA ANNEXATION, ENTRY #351701, RECORDED DECEMBER 29, 2010. FURTHERMORE THERE ARE TWO PARCELS THAT HAVE BEEN EXCLUDED FROM THE ANNEXATION PLAT THAT LIE WITHIN SECTION 29 AND SECTION 33, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE MERIDIAN AND ARE FOUND IN THE TOOELE COUNTY RECORDER'S OFFICE RECORDED IN DEED ENTRY NO. 540210 AND DEED ENTRY NO. 539331.

THE BASIS OF BEARING FOR THIS SURVEY IS THE LINE BETWEEN THE FOUND MONUMENTS AT THE NORTH QUARTER CORNER AND THE NORTHEAST CORNER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE MERIDIAN, WHICH BEARS NORTH 89°48'00" EAST, 2652.54 FEET.



2.21.2024
DATE

RANDALL HAGER
LICENSE NO. 7512119

ANNEXATION REFERENCE TABLE

ANNEXATION REFERENCE #	NAME OF ANNEXATION	ENTRY NO.	DATE RECORDED
A-1	GRANTSVILLE CITY FLUX AREA ANNEXATION	351701	DECEMBER 29, 2010

SUBDIVISION REFERENCE TABLE

SUBDIVISION REFERENCE #	NAME OF SUBDIVISION	ENTRY NO.	DATE RECORDED
-------------------------	---------------------	-----------	---------------

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, THE UNDERSIGNED GRANTSVILLE CITY COUNCIL HAVE ADOPTED A RESOLUTION OF ITS INTENT TO ANNEX THE TRACT OF LAND SHOWN HEREIN AND SUBSEQUENTLY ADOPTED AN ORDINANCE ANNEXING SAID TRACT INTO GRANTSVILLE CITY, UTAH AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HERE WITH ALL IN ACCORDANCE WITH UTAH CODE SECTION 10-2-403 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF SAID CITY AND THAT SAID TRACT OF LAND IS TO BE KNOWN HEREAFTER AS THE: _____

SIGNED MAYOR GRANTSVILLE CITY

ATTEST: CITY RECORDER DATED THIS _____ DAY OF _____, 20__

GRANTSVILLE CITY SEAL

SHEET 1 OF 2

PROJECT NUMBER:

MANAGER:

DRAWN BY: C. SULLIVAN

CHECKED BY: R. HAGER

DATE:

**DESERET ANNEXATION
TO GRANTSVILLE CITY
(FINAL LOCAL ENTITY PLAT)**

**LOCATED IN THE NORTHEAST QUARTER OF SECTION 29 AND THE
NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29
AND THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER
OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 6 WEST OF THE
SALT LAKE MERIDIAN, TOOELE COUNTY, UTAH**

TOOELE COUNTY RECORDER

RECORDED # _____ DATE: _____ TIME: _____
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE

REQUEST OF: _____

FEE\$ _____

TOOELE COUNTY RECORDER

**FINAL LOCAL ENTITY PLAT
DESERET ANNEXATION
TO GRANTSVILLE CITY
TOOELE COUNTY, UTAH**

2401 W PEORIA AVE, STE 130
PHOENIX, AZ 85029
602.957.3350

RICK
ENGINEERING COMPANY

San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

rickengineering.com

2/21/2024

NTS

DATE

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MAB

CHECKED BY:

DRAWN BY:

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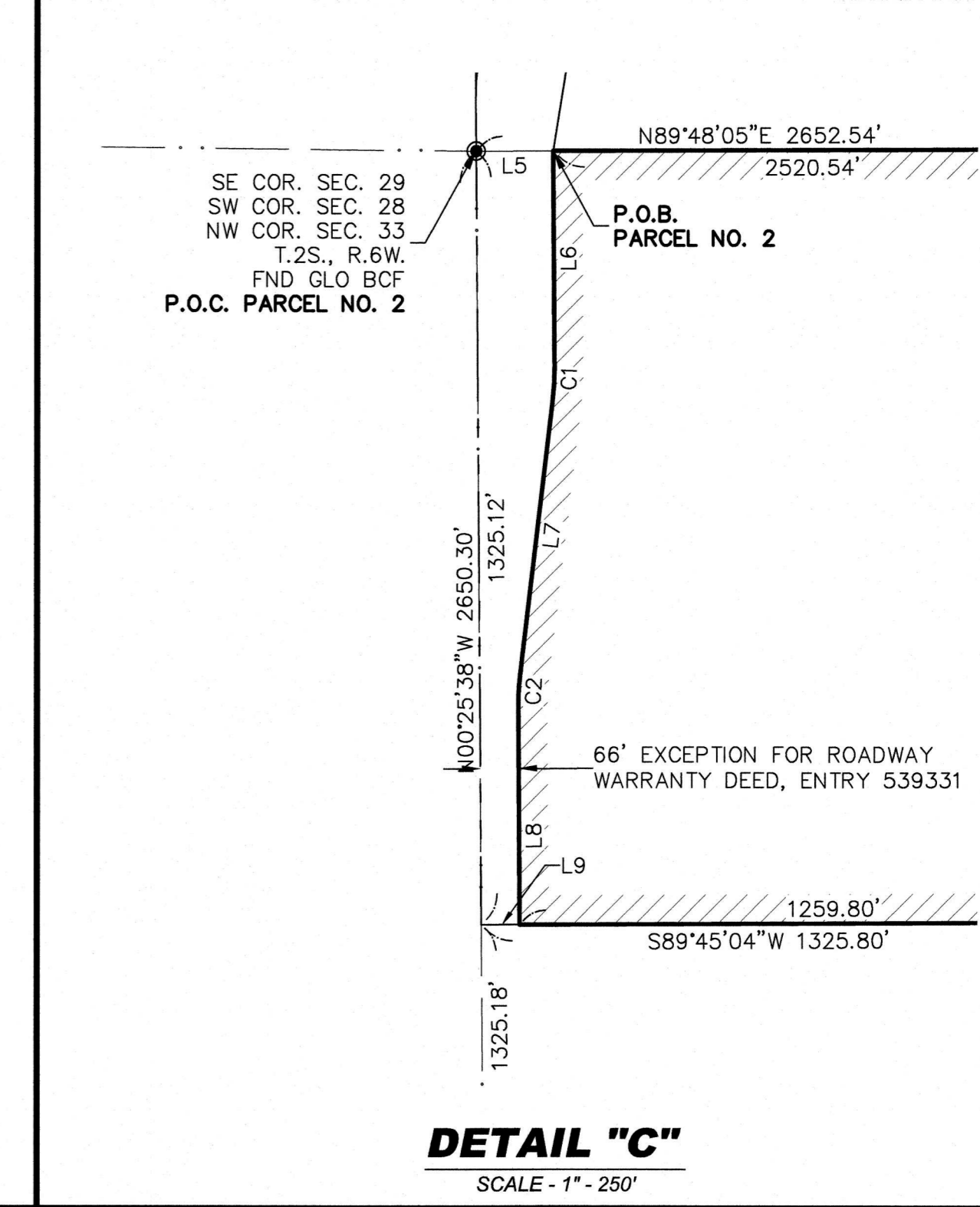
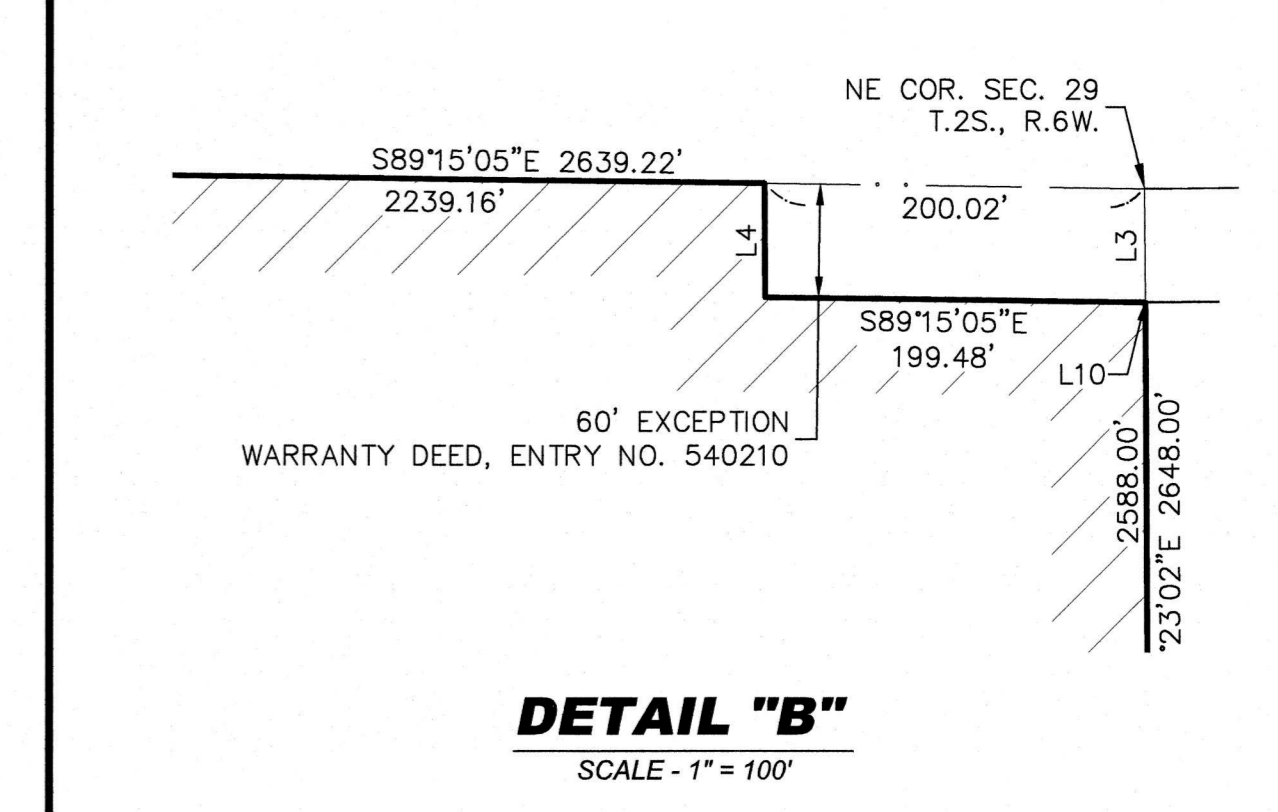
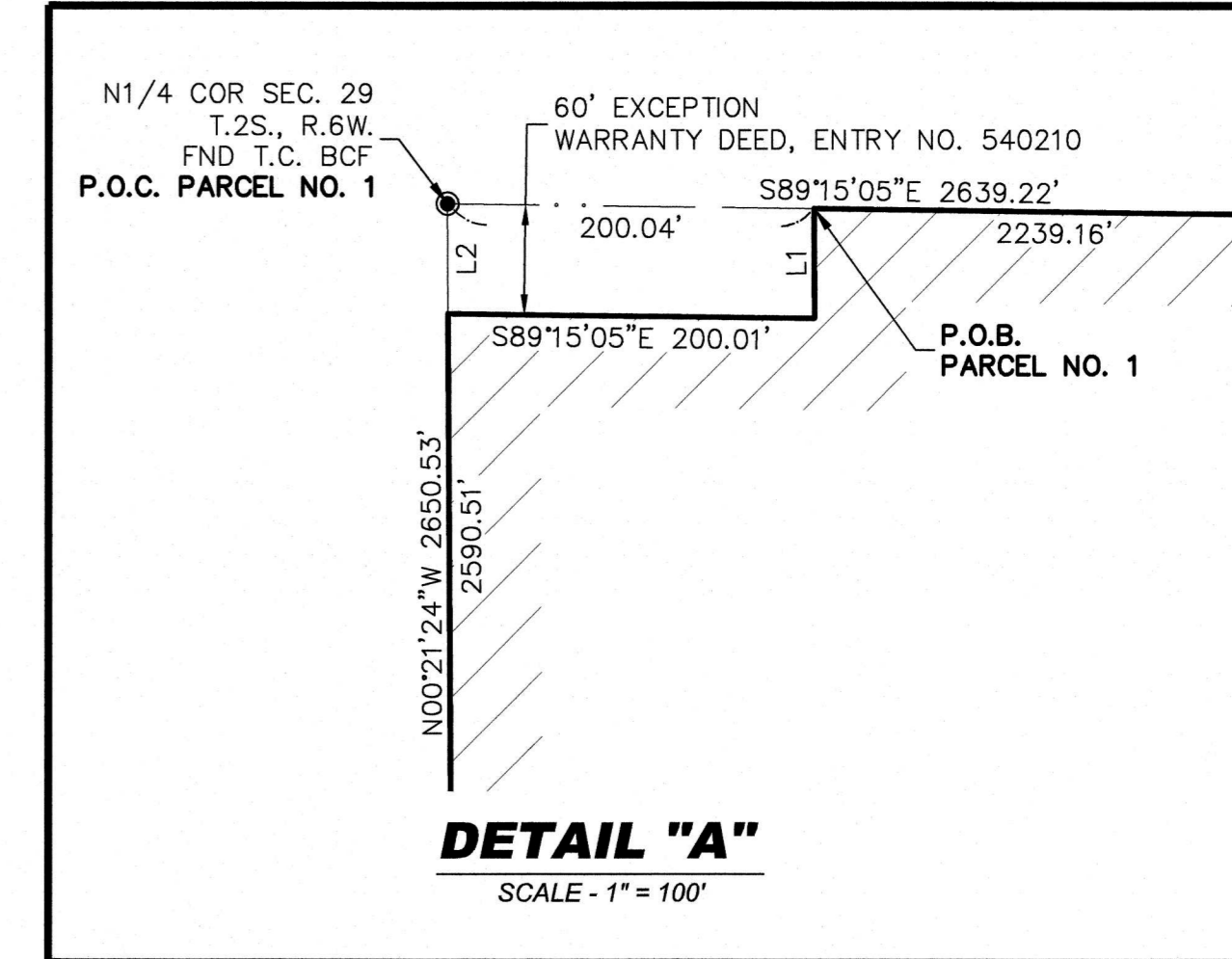
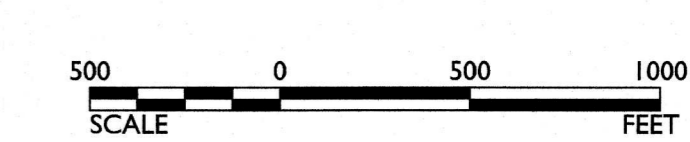
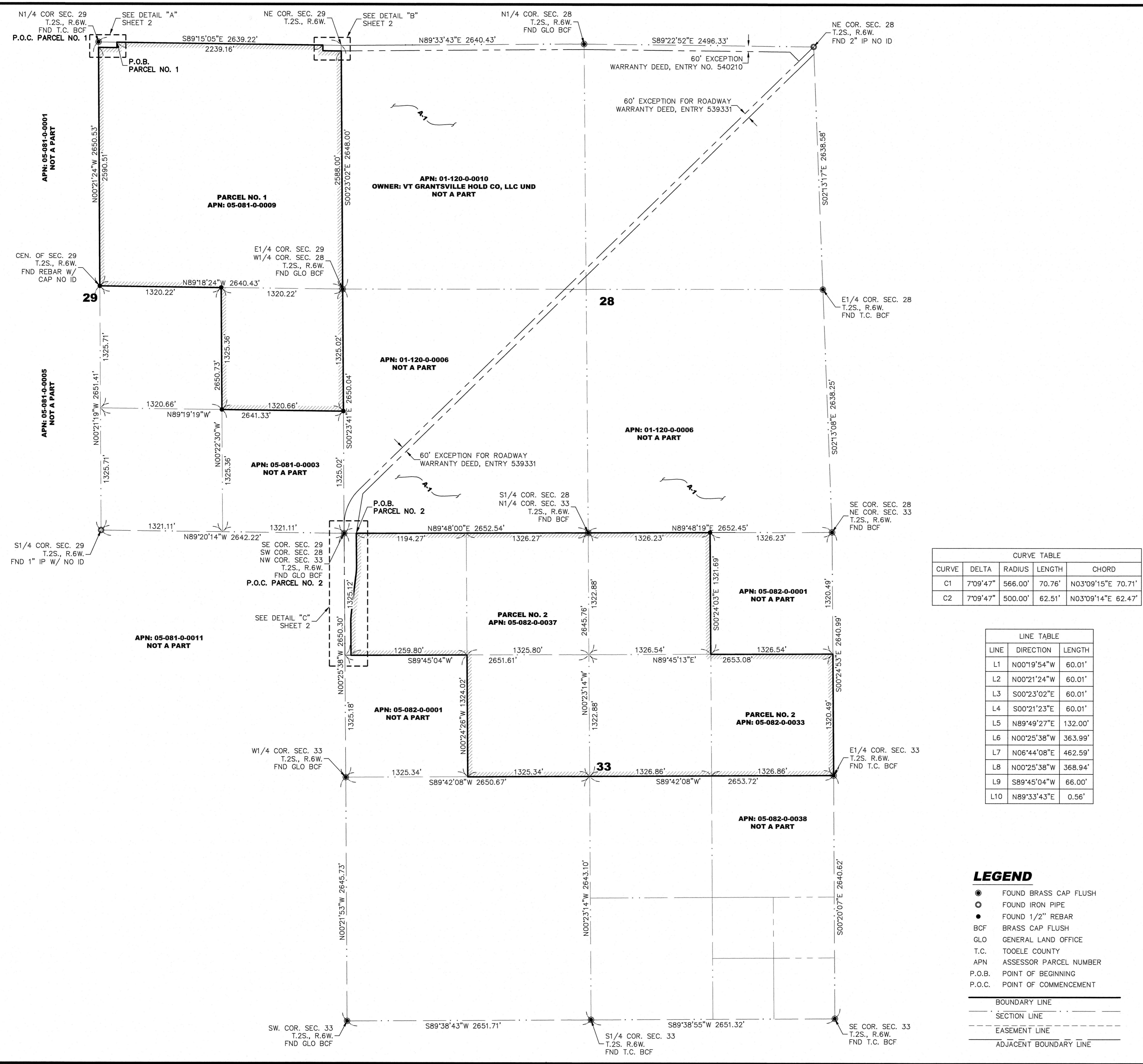
MAB

CHECKED BY:

DRAWN BY:

<

C:\Rick\Projects\050500\6664_Grantsville_Survey\Drawing\6664_Base_ANNEXATION.dwg - © 2024 Rick Engineering Company



CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	7°09'47"	566.00'	70.76'	N03°09'15"E 70.71'
C2	7°09'47"	500.00'	62.51'	N03°09'14"E 62.47'

LINE	DIRECTION	LENGTH
L1	N00°19'54"W	60.01'
L2	N00°21'24"W	60.01'
L3	S00°23'02"E	60.01'
L4	S00°21'23"E	60.01'
L5	N89°49'27"E	132.00'
L6	N00°25'38"W	363.99'
L7	N06°44'08"E	462.59'
L8	N00°25'38"W	368.94'
L9	S89°45'04"W	66.00'
L10	N89°33'43"E	0.56'

- LEGEND**
- FOUND BRASS CAP FLUSH
 - FOUND IRON PIPE
 - FOUND 1/2" REBAR
 - BCF BRASS CAP FLUSH
 - GLO GENERAL LAND OFFICE
 - T.C. TOOELE COUNTY
 - APN ASSESSOR PARCEL NUMBER
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
- BOUNDARY LINE
 - - - SECTION LINE
 - - - EASEMENT LINE
 - - - ADJACENT BOUNDARY LINE

PROFESSIONAL LAND SURVEYOR
 No. 7512119
 RANDALL HAGER
 STATE OF UTAH

2401 W PEORIA AVE, STE 130
 PHOENIX, AZ 85029
 602.957.3350
 rickengineering.com

RICK
 ENGINEERING COMPANY
 San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

FINAL LOCAL ENTITY PLAT
 DESERET ANNEXATION
 TO GRANTSVILLE CITY
 TOOELE COUNTY, UTAH

PROJECT NO. 6864
 SHEET NO. 2 OF 2

DATE: 2/21/2024
 REVISION: 1
 NO. BY: MAB
 SCALE: 1" = 500'
 CHECKED BY: MAB

Agenda Item #10

Consideration of Resolution 2024-34
awarding the Contract for the Clark
Street Storm Drain Improvements

May 9, 2024

Mr. Jesse Wilson
429 East Main Street
Grantsville, UT, 84029

RE: Award Recommendation Letter
Clark Street Storm Drain Improvements – Project No.12561
SR-138 and Clark Street to Parcel 01-068-0-0059
Grantsville, UT 84029

Dear Mr. Jesse Wilson,

Ensign Engineering and Land Surveying (Ensign) has evaluated the bids opened for the referenced project at 2:00 pm Mountain Time on Tuesday, May 7th, 2024. Broken Arrow Inc. (BA), 8960 Clinton Landing Road, Tooele, UT, 84074 is the apparent low bidder with a total tabulated base bid amount of \$1,606,959.80. A bid tabulation is attached for reference. Ensign called BA on May 8, 2024 to determine if they were confident in their unit pricing and bid price. BA was confident in their bid price and unit pricing.

Ensign contacted two of the references provided by BA and talked to one. Steve Whipperman with Mountain Resort Builders (Wesco Mixing Plant) provided positive feedback stating that BA was great to work with, responsive, on the ball, reasonable with change orders, and when it came to making a push to complete the project, were able to source manpower to keep the schedule going.

BA is prepared to meet the project schedule as outlined in their bid starting July 15, 2024 to October 15, 2024 and is comfortable with their bid price. BA is willing to work with the City by constructing as much as possible within the current budget and is seeking to be awarded the entire project. Station 18+66 to 31+90 (end of project) with the current project funding budget could be constructed with the remainder being constructed when funding is available. If the remainder of the project is constructed in 2025, BA would hold unit prices except for material and fuel cost as these items might require adjustment and there would be additional mobilization and demobilization costs. Based on BA's references; their confidence to meet the project schedule in their bid; and meet the bid price, Ensign Engineering and Land Surveying recommends awarding the project to BA for the base bid amount of \$1,606,959.80 pending approval from City Council.

Sincerely,



Robert Rousselle, PE
Project Manager

BID SUMMARY

Grantsville City

Clark Street Storm Drain Improvements

Bid Opening: Thursday, May 7th, 2024 @ 2:00 PM Mountain Time

	Contractor					Engineer's Estimate
	Broken Arrow	England Construction				
Base Bid (Written)	\$ 1,606,959.80	\$ 1,658,080.25				N/A
Base Bid (Tabbed)	\$ 1,606,959.80	\$ 1,658,088.25				\$ 873,610.00
Error (Written minus Tabbed)	-	-				N/A

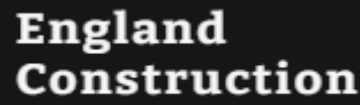
Acknowledge Addendum 1	Yes	Yes			
Acknowledge Addendum 2	Yes	Yes			

Bid Bond \$ 80,347.99 \$ 82,904.41



Contractor: Broken Arrow

BASE BID					
Item	Description	Unit	Qty	Unit Price	Total Cost
1	Mobilization	LS	1	\$ 70,700.00	\$ 70,700.00
2	Construction Traffic Control	LS	1	\$ 18,180.00	\$ 18,180.00
3	Erosion Control and Re-Vegetation	LS	1	\$ 24,733.88	\$ 24,733.88
4	Sawcut and Removal of Asphalt, Sidewalk, Curb and Gutter	LF	1,114	\$ 10.50	\$ 11,697.00
5	UDOT and Grantsville City Permitting	LS	1	\$ 3,030.00	\$ 3,030.00
6	Demolition and Restoration of Existing Improvements as Shown on Drawings (Tree Removal, Gravel, Sod, Irrigation, Mailbox, Sign Removal and Restoration)	LS	1	\$ 22,255.88	\$ 22,255.88
7	15-inch Diameter HP Storm-SD Dual Wall PP	LF	192	\$ 168.80	\$ 32,409.60
8	36-inch Diameter HP Storm-SD Dual Wall PP	LF	2,857	\$ 357.07	\$ 1,020,148.99
9	4-foot x 4-foot Storm Drain Cleanout with 48-inch x 20-inch AASHTO HS-20 Grate	EA	5	\$ 9,213.36	\$ 46,066.80
10	4-foot x 4-foot Storm Drain Cleanout with AASHTO COVER	EA	6	\$ 11,508.22	\$ 69,049.32
11	4-foot x 4-foot Storm Drain Catch Basin with 48-inch x 48-inch AASHTO HS-20 Grate	EA	1	\$ 7,864.29	\$ 7,864.29
12	Single Inlet Storm Drain Catch Basin	EA	2	\$ 5,478.44	\$ 10,956.88
13	Double Inlet Storm Drain Catch Basin	EA	1	\$ 8,544.45	\$ 8,544.45
14	Connect to Existing Storm Drain Catch Basin Core Drill, Connect, and Grout	EA	2	\$ 3,252.54	\$ 6,505.08
15	Steel Safety End Section with Trash Grate	EA	2	\$ 4,531.60	\$ 9,063.20
16	APWA Water Main Loop	EA	1	\$ 11,817.27	\$ 11,817.27
17	APWA Water Service Loop	EA	3	\$ 2,503.05	\$ 7,509.15
18	APWA 3-inch Diameter Irrigation Loop with 1-inch Diameter Stop and Waste Valve	EA	1	\$ 4,367.83	\$ 4,367.83
19	APWA 8-foot Wide Waterway	LF	169	\$ 167.32	\$ 28,277.08
20	APWA Type A Curb and Gutter	LF	83	\$ 76.71	\$ 6,366.93
21	APWA Sidewalk	SF	132	\$ 25.75	\$ 3,399.00
22	APWA ADA Ramp	EA	1	\$ 3,920.08	\$ 3,920.08
23	Modified Waterway Transition, Concrete Apron	SF	790	\$ 34.42	\$ 27,191.80
24	Drainage Inlet and Outlet Embankment Rip Rap/Slope Protection D ₅₀ =15 inch (2.5-foot Deep)	CY	156	\$ 67.47	\$ 10,525.32
25	Drainage Inlet and Outlet Embankment Earthwork	CY	158	\$ 24.97	\$ 3,945.26
26	Gravel Shoulder Trench Restoration	SF	10,100	\$ 1.80	\$ 18,180.00
27	Crusher Fines Trench Restoration (Clark Farms Easement Grading and Resurfacing)	SF	9,200	\$ 1.73	\$ 15,916.00
28	Pavement Restoration	SF	8,089	\$ 6.89	\$ 55,733.21
29	Inspections and Testing	LS	1	\$ 18,687.50	\$ 18,687.50
30	Midwest 31 Inch W-Beam Guardrail	LF	350	\$ 85.48	\$ 29,918.00
TOTAL BASE BID AMOUNT					\$ 1,606,959.80



GRANTSVILLE CITY

Clark Street Storm Drain Improvements

Contractor: England Construction

BASE BID					
Item	Description	Unit	Qty	Unit Price	Total Cost
1	Mobilization	LS	1	\$200,000.00	\$ 200,000.00
2	Construction Traffic Control	LS	1	\$ 38,000.00	\$ 38,000.00
3	Erosion Control and Re-Vegetation	LS	1	\$ 18,000.00	\$ 18,000.00
4	Sawcut and Removal of Asphalt, Sidewalk, Curb and Gutter	LF	1,114	\$ 22.00	\$ 24,508.00
5	UDOT and Grantsville City Permitting	LS	1	\$ 5,000.00	\$ 5,000.00
6	Demolition and Restoration of Existing Improvements as Shown on Drawings (Tree Removal, Gravel, Sod, Irrigation, Mailbox, Sign Removal and Restoration)	LS	1	\$ 65,000.00	\$ 65,000.00
7	15-inch Diameter HP Storm-SD Dual Wall PP	LF	192	\$ 238.00	\$ 45,696.00
8	36-inch Diameter HP Storm-SD Dual Wall PP	LF	2,857	\$ 298.00	\$ 851,386.00
9	4-foot x 4-foot Storm Drain Cleanout with 48-inch x 20-inch AASHTO HS-20 Grate	EA	5	\$ 8,100.00	\$ 40,500.00
10	4-foot x 4-foot Storm Drain Cleanout with AASHTO COVER	EA	6	\$ 8,800.00	\$ 52,800.00
11	4-foot x 4-foot Storm Drain Catch Basin with 48-inch x 48-inch AASHTO HS-20 Grate	EA	1	\$ 6,750.00	\$ 6,750.00
12	Single Inlet Storm Drain Catch Basin	EA	2	\$ 3,400.00	\$ 6,800.00
13	Double Inlet Storm Drain Catch Basin	EA	1	\$ 5,500.00	\$ 5,500.00
14	Connect to Existing Storm Drain Catch Basin Core Drill, Connect, and Grout	EA	2	\$ 2,000.00	\$ 4,000.00
15	Steel Safety End Section with Trash Grate	EA	2	\$ 8,000.00	\$ 16,000.00
16	APWA Water Main Loop	EA	1	\$ 12,500.00	\$ 12,500.00
17	APWA Water Service Loop	EA	3	\$ 5,000.00	\$ 15,000.00
18	APWA 3-inch Diameter Irrigation Loop with 1-inch Diameter Stop and Waste Valve	EA	1	\$ 8,500.00	\$ 8,500.00
19	APWA 8-foot Wide Waterway	LF	169	\$ 180.00	\$ 30,420.00
20	APWA Type A Curb and Gutter	LF	83	\$ 74.00	\$ 6,142.00
21	APWA Sidewalk	SF	132	\$ 15.00	\$ 1,980.00
22	APWA ADA Ramp	EA	1	\$ 3,000.00	\$ 3,000.00
23	Modified Waterway Transition, Concrete Apron	SF	790	\$ 22.00	\$ 17,380.00
24	Drainage Inlet and Outlet Embankment Rip Rap/Slope Protection D ₅₀ =15 inch (2.5-foot Deep)	CY	156	\$ 112.00	\$ 17,472.00
25	Drainage Inlet and Outlet Embankment Earthwork	CY	158	\$ 55.00	\$ 8,690.00
26	Gravel Shoulder Trench Restoration	SF	10,100	\$ 3.50	\$ 35,350.00
27	Crusher Fines Trench Restoration (Clark Farms Easement Grading and Resurfacing)	SF	9,200	\$ 3.15	\$ 28,980.00
28	Pavement Restoration	SF	8,089	\$ 8.25	\$ 66,734.25
29	Inspections and Testing	LS	1	\$ 8,500.00	\$ 8,500.00
30	Midwest 31 Inch W-Beam Guardrail	LF	350	\$ 50.00	\$ 17,500.00
TOTAL BASE BID AMOUNT					\$ 1,658,088.25

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

*Grantsville City
Clark Street Storm Drain Improvements
Grantsville City – City Offices (City Council Chambers)
429 East Main Street
Grantsville, UT 84029*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security; ✓
- B. Section 00 42 00 – Bid Schedule; ✓
- C. List of Proposed Subcontractors; ✓
- D. List of Proposed Suppliers; ✓
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids; ✓
- F. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids; ✓
- G. Required Bidder Qualification Statement with supporting data; ✓
- H. E-Verify Affidavit (Section 00 45 46.03); and ✓
- I. Certification Regarding Lobbying (Section 00 45 50). ✓

ARTICLE 3—BASIS OF BID

3.01 *Unit Price Bids*

- A. Bidder will complete the Work in accordance with the Contract Documents for the price(s) indicated in the Bid Schedule hereto attached as Section 00420 – Bid Schedule.

- B. Bidder acknowledges that:
1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.
- 3.02 The Contractor must complete all bid schedules and bid items to be considered responsive.
- 3.03 The Owner reserves the right to award the job based upon the total of any combination of or all bid items listed above in the bid schedule based upon budgetary constraints set forth for this project.
- 3.04 Bids will be evaluated using items the Owner has selected for Award.
- 3.05 Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all bid items will be based on actual quantities, determined as provided in the contract documents.
- 3.06 Refer to Section 01 15 00 (Measurement and Payment) of the Technical Specifications and the design drawings for information on the individual bid items provided in the schedule.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.
- 4.03 A project schedule is provided below. Bidder to fill out project schedule. Time is of the essence and the Owner reserves the right to award the project based on Bidder's schedule.

PROJECT MILESTONE	MODIFIED DATE / COMMENTS
Mobilize and Begin Construction	July 15, 2024
Project Completion	October 15, 2024

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 *Bid Acceptance Period*
- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	5/3/2024
2	5/6/2024

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

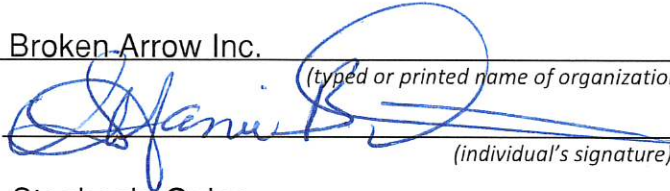
BIDDER hereby submits this Bid as set forth above:

Bidder:

Broken Arrow Inc.

(typed or printed name of organization)

By:



(individual's signature)

Name: Stephanie Quinn

(typed or printed)

Title: Vice President

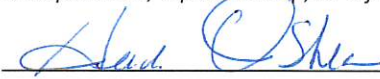
(typed or printed)

Date: May 7, 2024

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name: Heidi O'Shea

(typed or printed)

Title: Administrative Assistant

(typed or printed)

Date: May 7, 2024

(typed or printed)

Address for giving notices:

8960 Clinton Landing Road
Lake Point, UT 84074

Bidder's Contact:

Name: Travis Loader

(typed or printed)

Title: Estimator

(typed or printed)

Phone: 801-355-0527

Email: tloader@brokenarrowusa.com

Address:

8960 Clinton Landing Road
Lake Point, UT 84074

Bidder's Contractor License No.: (if applicable) 240281-5501

**00 42 00 - BID SCHEDULES (Rev. 1)
CLARK STREET STORM DRAIN IMPROVEMENTS**

BASE BID					
Item	Description	Unit	Qty	Unit Price	Total Cost
1	Mobilization	LS	1	\$ 70,700.00	\$ 70,700.00
2	Construction Traffic Control	LS	1	\$ 18,180.00	\$ 18,180.00
3	Erosion Control and Re-Vegetation	LS	1	\$ 24,733.88	\$ 24,733.88
4	Sawcut and Removal of Asphalt, Sidewalk, Curb and Gutter	LF	1,114	\$ 10.50	\$ 11,697.00
5	UDOT and Grantsville City Permitting	LS	1	\$ 3,030.00	\$ 3,030.00
6	Demolition and Restoration of Existing Improvements as Shown on Drawings (Tree Removal, Gravel, Sod, Irrigation, Mailbox, Sign Removal and Restoration)	LS	1	\$ 22,255.88	\$ 22,255.88
7	15-inch Diameter HP Storm-SD Dual Wall PP	LF	192	\$ 168.80	\$ 32,409.60
8	36-inch Diameter HP Storm-SD Dual Wall PP	LF	2,857	\$ 357.07	\$ 1,020,148.99
9	4-foot x 4-foot Storm Drain Cleanout with 48-inch x 20-inch AASHTO HS-20 Grate	EA	5	\$ 9,213.36	\$ 46,066.80
10	4-foot x 4-foot Storm Drain Cleanout with AASHTO COVER	EA	6	\$ 11,508.22	\$ 69,049.32
11	4-foot x 4-foot Storm Drain Catch Basin with 48-inch x 48-inch AASHTO HS-20 Grate	EA	1	\$ 7,864.29	\$ 7,864.29
12	Single Inlet Storm Drain Catch Basin	EA	2	\$ 5,478.44	\$ 10,956.88
13	Double Inlet Storm Drain Catch Basin	EA	1	\$ 8,544.45	\$ 8,544.45
14	Connect to Existing Storm Drain Catch Basin Core Drill, Connect, and Grout	EA	2	\$ 3,252.54	\$ 6,505.08
15	Steel Safety End Section with Trash Grate	EA	2	\$ 4,531.60	\$ 9,063.20
16	APWA Water Main Loop	EA	1	\$ 11,817.27	\$ 11,817.27
17	APWA Water Service Loop	EA	3	\$ 2,503.05	\$ 7,509.15
18	APWA 3-inch Diameter Irrigation Loop with 1-inch Diameter Stop and Waste	EA	1	\$ 4,367.83	\$ 4,367.83
19	APWA 8-foot Wide Waterway	LF	169	\$ 167.32	\$ 28,277.08
20	APWA Type A Curb and Gutter	LF	83	\$ 76.71	\$ 6,366.93

Item	Description	Unit	Qty	Unit Price	Total Cost
21	APWA Sidewalk	SF	132	\$ 25.75	\$ 3,399.00
22	APWA ADA Ramp	EA	1	\$ 3,920.08	\$ 3,920.08
23	Modified Waterway Transition, Concrete Apron	SF	790	\$ 34.42	\$ 27,191.80
24	Drainage Inlet and Outlet Embankment Rip Rap/Slope Protection D50=15 inch (2.5-foot Deep)	CY	156	\$ 67.47	\$ 10,525.32
25	Drainage Inlet and Outlet Embankment Earthwork	CY	158	\$ 24.97	\$ 3,945.26
26	Gravel Shoulder Trench Restoration	SF	10,100	\$ 1.80	\$ 18,180.00
27	Crusher Fines Trench Restoration (Clark Farms Easement Grading and Resurfacing)	SF	9,200	\$ 1.73	\$ 15,916.00
28	Pavement Restoration	SF	8,089	\$ 6.89	\$ 55,733.21
29	Inspections and Testing	LS	1	\$ 18,687.50	\$ 18,687.50
30	Midwest 31 Inch W-Beam Guardrail	LF	350	\$ 85.48	\$ 29,918.00
TOTAL BASE BID - BID AMOUNT					\$ 1,606,959.80
TOTAL BASE BID - BID AMOUNT (WRITTEN)		One Million Six Hundred Six Thousand Nine Hundred Fifty Nine Dollars & 80/100			

The Contractor must complete all bid items to be considered responsive

SUMMARY

TOTAL BASE BID - BID AMOUNT	\$ 1,606,959.80
TOTAL BASE BID - BID AMOUNT (WRITTEN)	One Million Six Hundred Six Thousand Nine Hundred Fifty Nine Dollars & 80/100

BID BOND (PENAL SUM FORM)

Bidder Name: Broken Arrow, Inc. Address (principal place of business): 8960 Clinton Landing Rd. Lake Point, UT 84074	Surety Name: United States Fire Insurance Company Address (principal place of business): 305 Madison Avenue Morristown, NJ 07960
Owner Name: Grantsville City Address (principal place of business): 429 East Main Street Grantsville, UT 84029	Bid Project (name and location): Clark Street Storm Drain Improvements Grantsville, Utah Bid Due Date: May 7, 2024
Bond Penal Sum: Five Percent of the Total Amount Bid (5%) Date of Bond: May 2, 2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Broken Arrow, Inc.	Surety United States Fire Insurance Company
By: <u><i>D. Scott Maxfield</i></u> <small>(Full formal name of Bidder)</small> <small>(Signature)</small>	By: <u><i>Michelle Morrison</i></u> <small>(Full formal name of Surety) (corporate seal)</small> <small>(Signature) (Attach Power of Attorney)</small>
Name: D. Scott Maxfield <small>(Printed or typed)</small>	Name: Michelle Morrison <small>(Printed or typed)</small>
Title: Vice President	Title: Attorney-in-Fact
Attest: <u><i>Heidi O'Shea</i></u> <small>(Signature)</small>	Attest: <u><i>Jessie Allen</i></u> <small>(Signature)</small>
Name: Heidi O'Shea <small>(Printed or typed)</small>	Name: Jessie Allen <small>(Printed or typed)</small>
Title:	Title: Witness as to Surety
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

11563

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Melinda C. Blodgett, R.C. Bowman, Sarah Dragt, Sandra M. Engstrum, R.W. Frank, Ted Jorgensen, Joshua R. Lofis,
Michelle Morrison, Brian J. Oestreich, Nicole Stillings, Rachel Thomas, Nathan Weaver, Colby D. White, Emily White,
Graydon Dotson, Jay D. Freiermuth

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Fifty Million Dollars (\$50,000,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

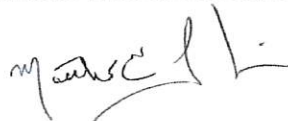
(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

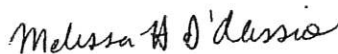
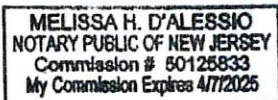


Matthew E. Lubin, President



State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

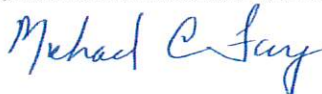


Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 2nd day of May 2024

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



PROPOSED LIST OF SUBCONTRACTORS

Each BIDDER shall list below the name of each subcontractor who will provide labor or a portion of the work or improvement to the contractor for which he will be paid an amount exceeding 5 percent of the prime contractor's total bid.

Work to be Performed	% of Total Contract	Subcontractors Name, Address & License Number
1. Asphalt Patching		Staker Parson Materials & Const. 89 W. 13490 S., Ste. 100 Draper, UT 84020
2. Concrete		Aarrow Landscape 4338 W. Farm Road West Jordan, UT 84088
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Note: Additional numbered pages may be attached if necessary.

PROPOSED MAJOR MATERIAL SUPPLIERS

The BIDDER shall indicate opposite each item of equipment or material listed below the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the BID.

Equipment / Material	Manufacturer/Supplier Name & Address
1. Storm Drain / Water Loops	Peterson Plumbing 2069 South 700 West Salt Lake City, UT 84104
2. Trench Backfill, Pipe Bedding, Gravel, Rip Rap, Fines	Adobe Rock Products 700 E. Village Blvd. Stansbury Park, UT 84074
3. Guardrail	Universal Industrial Sales PO Box 699 Pleasant Grove, UT 84062
4. Precast Manholes & SD Boxes	Oldcastle Infrastructure 801 W. 12th Street Ogden, UT 84404
5.	
6.	
7.	
8.	
9.	
10.	

Note: Additional numbered pages may be attached if necessary.

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Broken Arrow Inc.		
Corporate Office			
Name:	Scott Maxfield	Phone number:	801-355-0527
Title:	Senior Vice President	Email address:	smaxfield@brokenarrowusa.com
Business address of corporate office:	8960 Clinton Landing Road		
	Lake Point, UT 84074		
Local Office Same As Above			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business’s organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ Unlimited
Name:		Title:	
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ Unlimited
Name:		Title:	
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ Unlimited
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	General Contractor with LRF		
Licensing Agency:	State of Utah, Department of Commerce		
License No:	240281-5501	Expiration Date:	11/30/2025
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—SAFETY

3.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Jake Maxfield		
Safety Certifications			
Certification Name	Issuing Agency	Expiration	
OSHA 315 - Excavation, Trenching and Soil Mech.	USC	No Expiration	
Profession Certificate Occupational Health/Safety	USC	No Expiration	

3.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2022			2021			2020		
	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Broken Arrow	.63	1.38	290,837	.63	1.54	258,897	.76	2.19	272,917

ARTICLE 4—SURETY INFORMATION

4.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Atlantic Specialty Insurance Company		
Surety is a corporation organized and existing under the laws of the state of:	MN		
Is surety authorized to provide surety bonds in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Mailing Address (principal place of business):	605 Highway 169 North, Suite 800 Plymouth, MN 55441		
Physical Address (principal place of business):	Same		
Phone (main):	800-662-0156	Phone (claims):	Same

ARTICLE 5—INSURANCE

5.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider	Type of Policy (Coverage Provided)		
See attached general proof of insurance certificate	Commercial liability, Automobile liability, Umbrella and Workers Compensation		
Are providers licensed or authorized to issue policies in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Does provider have an A.M. Best Rating of A-VII or better?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Mailing Address (principal place of business):	132 South State Street Salt Lake, UT 84111		
Physical Address (principal place of business):	Holmes/Murphy 225 South 6th Street, Suite 1900 Minneapolis, MN 55402		
Phone (main):	801-532-5970	Phone (claims):	Same

ARTICLE 6—CONSTRUCTION EXPERIENCE

6.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	150
Estimate of revenue for the current year:	\$46,000,000.00
Estimate of revenue for the previous year:	\$35,125,000.00

6.02 Provide information regarding the Business’s previous contracting experience.

Years of experience with projects like the proposed project: 25			
As a general contractor:	25	As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been a party to any currently pending litigation or arbitration? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

6.03 List all projects currently under contract in Schedule A and provide indicated information.

6.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business’s experience with projects similar in type and cost of construction.

6.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business’s key leaders as well.

ARTICLE 7—REQUIRED ATTACHMENTS

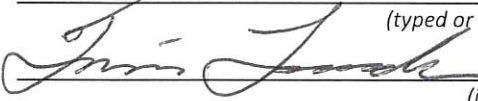
7.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Certification of Business’s safety performance if required by Paragraph 3.02.
- C. Attachments providing additional information as required by Paragraph 6.02.
- D. Schedule A (Current Projects) as required by Paragraph 6.03.

- E. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 6.04.
- F. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 6.05.
- G. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Broken Arrow Inc.
(typed or printed name of organization)

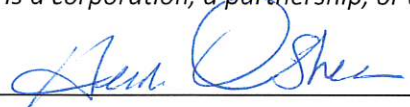
By: 
(individual's signature)

Name: Travis Loader
(typed or printed)

Title: Estimator
(typed or printed)

Date: May 7, 2025
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Name: Heidi O'Shea
(typed or printed)

Title: Administrative Assistant
(typed or printed)

Address for giving notices:
8960 Clinton Landing Road
Lake Point, UT 84074

Designated Representative:
Name: David Cummings
(typed or printed)

Title: Senior Vice President
(typed or printed)

Address:
8960 Clinton Landing Road
Lake Point, UT 84074

Phone: 801-355-0527

Email: dcummings@brokenarrowusa.com

Schedule A—Current Projects

Name of Organization	SEE ATTACHED STATEMENT OF QUALIFICATIONS				
Project Owner				Project Name	
General Description of Project					
Project Cost				Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner				Project Name	
General Description of Project					
Project Cost				Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner				Project Name	
General Description of Project					
Project Cost				Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	SEE ATTACHED STATEMENT OF QUALIFICATIONS				
Project Owner				Project Name	
General Description of Project					
Project Cost				Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner				Project Name	
General Description of Project					
Project Cost				Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner				Project Name	
General Description of Project					
Project Cost				Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	SEE ATTACHED STATEMENT OF QUALIFICATIONS				
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual		Sonny Smith (see attached resume)	
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual		Harry Begay (see attached resume)	
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual		Jake Maxfield (see attached resume)	
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

**E-VERIFY
STATUS VERIFICATION SYSTEM AFFIDAVIT**

PART 1 - GENERAL

1.01 CONTRACTOR

- A. Name: Broken Arrow Inc.
- B. Address: 8960 Clinton Landing Road, Lake Point, UT 84074
- C. Telephone: 801-355-0527
- D. Fax: _____

1.02 OWNER

- A. The name of the OWNER is **Grantsville City**

1.03 CONSTRUCTION CONTRACT

- A. The CONSTRUCTION CONTRACT is known as

Clark Street Storm Drain Improvements


PART 2 - REQUIREMENTS

2.01 REGISTRATION AND PARTICIPATION

- A. Bidder has completed the E-Verify registration process and is in compliance with the requirements of Utah Code Section 63G-11-103.
- B. Bidder will require affidavits of registration and participation by any subcontractor who works under the terms of the Contract Documents.

PART 3 - EXECUTION

3.01 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

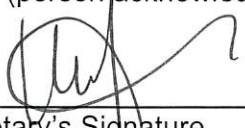
- A. Contractor's Signature:  _____
- B. Please print name here: Stephanie Quinn
- C. Title: Vice President
- D. CONTRACTOR'S Utah license number: 240281-5501

Acknowledgement

State of Utah)
County of Tooele) ss.

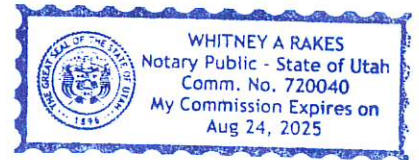
The foregoing instrument was acknowledged before me this May 7th, 2024

By Whitney Rakes
(person acknowledging and title or representative capacity, if any)


Notary's Signature

Utah
Residing at

08.24.25
My commission expires



Notary's Seal

- END OF DOCUMENT -

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

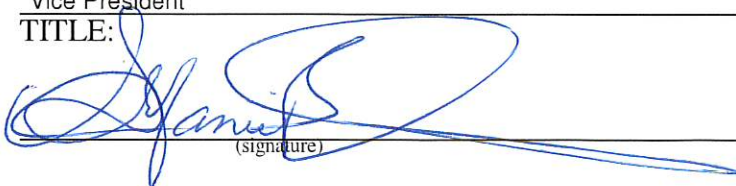
Organization: Broken Arrow Inc.

Street address: 8960 Clinton Landing Road

City, State, Zip: Lake Point, UT 84074

Stephanie Quinn
CERTIFIED BY: (type or print)


Vice President
TITLE:


(signature)

May 7, 2024
(date)

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature:  Print Name: <u>Stephanie Quinn</u> Title: <u>Vice President</u> Telephone No.: <u>801-355-0527</u> Date: <u>5/7/2024</u></p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503



GENERAL CONTRACTOR

**CORPORATE OFFICE
8960 CLINTON LANDING ROAD
LAKE POINT, UTAH 84074
(801) 355-0527**

UTAH – NEVADA – IDAHO – WYOMING – ALASKA

STATEMENT OF QUALIFICATIONS

**REVISED AUGUST
2023**

TABLE OF CONTENTS

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INTRODUCTION

BROKEN ARROW INC. began doing business in 1972. Broken Arrow owns and operates a multi-million dollar fleet of construction equipment including heavy earthwork equipment, aggregate processing equipment, off-road articulated haul trucks, double belly dumps, end dumps, side dumps and an array of support equipment. Our most valued assets and the core of our company's success are of course our responsible, experienced, and committed employees. Broken Arrow Inc. currently employs over 130 people, which most reside in the Tooele County area. We offer professional services in the following areas; sitework and earthwork, underground utilities, plumbing, fire suppression, roofing, and specialty aggregate and mineral supply. Broken Arrow Inc. currently owns automated GPS equipment and has the in-house ability to create three dimensional surface models. We view heavy earthwork and large sitework projects as our specialty.

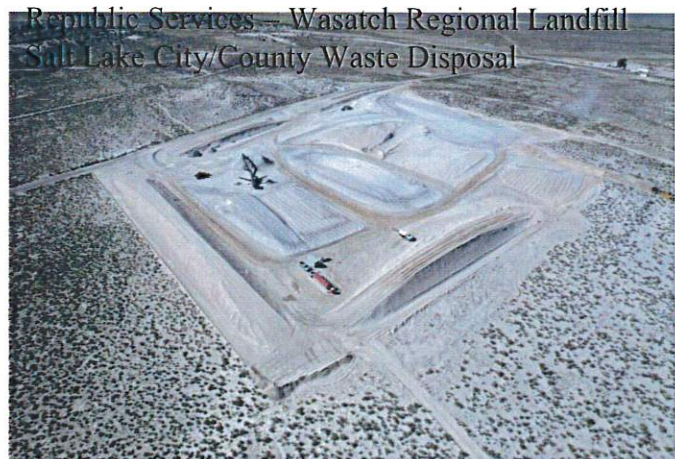
Today Broken Arrow Inc. is one of the nation's leading suppliers of road salt and dried processed salt used for roadway de-icing. Approximately 350,000 tons of salt products are sold annually for road de-icing around the states of Utah, Idaho and Wyoming. An additional 100,000 tons annually are dried, processed for size and shipped by rail to third party baggers who package the product and sell to commercial and residential customers. Broken Arrow Inc. provides a wide variety of services and is licensed in Utah, Nevada, Wyoming, Idaho, and Alaska.

What Broken Arrow Can Guarantee You is a professional team of field personnel supervised by experienced project managers and superintendents. We pride ourselves on providing quality work quickly and efficiently without compromising safety. Our company can meet the demands of detailed work requirements that are under stringent schedule constraints. We adapt to engineering changes quickly and have the ability recognize areas that may become problematic in the future. We are recognized and respected in the construction industry for completing quality projects on time and for doing what we say we will do.

QUALIFICATIONS AND SERVICES

BROKEN ARROW INC. provides the highest quality equipment and manpower to complete a wide range of jobs including:

- Commercial Infrastructure
- Landfill Heavy Earthwork
- Roadway and Channel Construction
- Dike and Buttress Construction
- Underground Mass Utilities
- Asphalt & Site Concrete
- Residential Infrastructure
- Aggregate Sales & Hauling
- Custom Crushing & Screening
- Demolition Services
- Mass Land Clearing
- PPK Professional Drone Mapping
- Computer Civil 3D Surface Modeling
- Stormwater Pollution Prevention Plans



Geofortis Tephra Mine – Broken Arrow Inc. is the mining contractor. This material is being utilized as a substitute for Fly Ash in concrete.

Broken Arrow has teamed with other diverse and well-experienced contractors to provide a vast array of additional services.

SPECIFIC KEY PROJECTS / CONTRACTS

The following is a project history for your review. Additional details and/or projects can be provided upon request.

Job Name: Grassy Mountain Cell Z Closure Project
Project Owner: Clean Harbors Environmental Services
Location: Wendover, UT
Contact: Faizur Khan
Contract Amount: \$2,152,626.80
Completion Date: December 2023
Description: Mine and Process Site Materials and Place Materials to Cap Landfill Cell

Job Name: Tooele City England Acres Park and Trail
Project Owner: Tooele City
Location: Tooele, UT
Contact: Darwin Cook 435-843-2109
Contract Amount: \$2,457,185.75
Completion Date: November 2023
Description: Construct New Park and Trail Bridge, Curb and Gutter and Asphalt

Job Name: ECDC Landfill MSW Cell Construction
Project Owner: Republic Services
Location: East Carbon, UT
Contact: Darin Olson 801-573-7514
Contract Amount: \$2,574,863.00
Completion Date: October 2023
Description: Construction of New Landfill Cells

Job Name: Tooele City Park Well House and Water Line
Project Owner: Tooele City
Location: Tooele, UT
Contact: Paul Hansen 435-843-2130
Contract Amount: \$1,403,252.00
Completion Date: October 2023
Description: Water Line and Services, Asphalt Demo and Replacement

Job Name: 2022 Seventh St. Road and Utility Improvements
Project Owner: Tooele City
Location: Tooele, UT
Contact: Paul Hansen 435-843-2130
Contract Amount: \$1,388,815.35
Completion Date: September 2023
Description: Storm Drain, Water Line, Road Widening, Asphalt Demo and Replacement

Job Name: Wesco Mixing Plant
Project Owner: Mountain Resort Builders
Location: Grantsville, UT
Contact: Steve Whipperman 801-259-9447
Contract Amount: \$1,004,856.33
Completion Date: August 2023
Description: Site Grading, Roads, Building Pads, Detention Ponds and Site Storm Drain

Job Name: Haasen Tara Feed
Project Owner: Agnice Group Inc. – Billed To MLine Construction
Location: Tooele, UT
Contact: Luke Bistline 435-231-3295
Contract Amount: \$1,438,232.15
Completion Date: August 2023
Description: Clearing/Grubbing, Site Grading and Underground Utilities

Job Name: Railcar Rotary Dumper Facility Work at Energy Solutions
Project Owner: Wollam Construction
Location: Clive, UT
Contact: Jeff Jones – Wollam Construction
Contract Amount: \$911,460.76
Completion Date: May 2023
Description: Site Work and Storm Drain Installation

Job Name: Tooele City Roadway Reconstruction
Project Owner: Tooele City
Location: Tooele, UT
Contact: Paul Hansen 435-843-2130
Contract Amount: \$895,928.82
Completion Date: October 2022
Description: Water Line Installation, Curb and Gutter and Asphalt

Job Name: Dugway Manookin Pit Quarry Operations
Project Owner: Jacobs Technology
Location: Dugway, UT
Contact: Cameron Thevenot 435-830-6898
Contract Amount: \$595,327.50
Completion Date: May 2022
Description: Aggregate Crushing

Job Name: Gateway Business Park Lot 3 and 4 Development
Project Owner: Randy Hunt and Mauricio Lizana
Location: Tooele, UT
Contact: Hunt 435-830-2220 and Lizana 801-641-7700
Contract Amount: \$321,937.78
Completion Date: July 2022
Description: Earthwork, Underground Utilities, Asphalt Paving, Curb & Gutter and Sidewalk Installation

Job Name: Process and Stockpile Rock
Project Owner: Energy Solutions
Location: Clive, UT
Contact: Dan Quackenbush
Contract Amount: \$428,937.25
Completion Date: August 2022
Description: Process and stockpile rip rap and sacrificial soil

Job Name: Tooele City England Acres Park/Pavillions
Project Owner: Tooele City
Location: Tooele, UT
Contact: Paul Hansen 435-843-2130
Contract Amount: \$427,541.63
Completion Date: May 2022
Description: Installation of new storm drain, sewer lateral and parking lot

Job Name: Tooele City Seventh Street Improvements & Middle Canyon Culvert
Project Owner: Tooele City
Location: Tooele, UT
Contact: Paul Hansen 435-843-2130
Contract Amount: \$531,251.91
Completion Date: April 2023
Description: Installation of box culvert, storm drain pipe, and roadway paving

Job Name: Tephra Mining Operation and Development
Project Owner: Geofortis Utah Minerals
Location: Faust, UT
Contact: David McCurtry – 925-348-3535
Contract Amount: \$1,381,704.79
Completion Date: 2021 through March 2023
Description: Mining and development

Job Name: Class A West Final Cover , Phases 4, 5 and 6
Project Owner: Energy Solutions
Location: Clive, UT
Contact: Reed Jenson
Contract Amount: \$4,200,000.00
Completion Date: Phase 5 October 2023
Description: Earthwork preparation for final cover

Job Name: Tooele City 100 E. to Red Del Papa Park Storm Drain Improvements.
Project Owner: Tooele City
Location: Tooele, UT
Contact: Paul Hansen 435-843-2130
Contract Amount: \$414,732.55
Completion Date: April 2022 – Landscaping to Complete
Description: Installation of new storm drain

Job Name: Process and Stockpile Rock
Project Owner: Energy Solutions
Location: Clive, UT
Contact: Dan Quackenbush
Contract Amount: \$217,844.62
Completion Date: December 2021
Description: Process and Stockpile 6" Minus Rock

Job Name: Simpson Springs Campground Improvement
Project Owner: Utah BLM
Location: Faust, UT
Contact: Tori Blunt 435-781-4445
Contract Amount: \$230,317.20
Completion Date: November 2021
Description: Sitework and demolition

Job Name: Tooele City Skyline Drive Roadway Improvements.
Project Owner: Tooele City
Location: Tooele, UT
Contact: Paul Hansen 435-843-2130
Contract Amount: \$185,470.00
Completion Date: August, 2021
Description: Installation of new curb, gutter and sidewalk - asphalt paving

Job Name: Fairway # 15 Golf Course Pond
Project Owner: Stansbury Park Service Agency
Location: Stansbury Park, UT
Contact: Brett Palmer
Contract Amount: \$273,750.00
Completion Date: April, 2021
Description: Earthwork, pond liner installation and landscape restoration

Job Name: Legacy Estates Subdivision
Project Owner: Premier Utah Real Estate
Location: Stansbury Park, UT
Contact: Jack Walters
Contract Amount: \$459,799.00
Completion Date: May, 2021
Description: Earthwork, Underground Utilities, Asphalt Paving, Curb & Gutter and Sidewalk Installation

Job Name: Sunnyside Estates Subdivision
Project Owner: Jack Johnson Consulting
Location: Erda, UT
Contact: Jack Johnson
Contract Amount: \$1,289,495.39
Completion Date: June, 2021
Description: Earthwork, Underground Utilities, Asphalt Paving, Curb & Gutter and Sidewalk Installation

Job Name: Wasatch Regional Landfill Phase 1F/2F Expansion
Project Owner: Republic Services
Location: Grantsville, UT
Contact: Darin Olson
Contract Amount: \$1,165,603.00
Completion Date: June, 2021
Description: Excavation and placement of geotextile liner

Job Name: Allen's Floor Coverings
Project Owner: Allen's Floor Coverings
Location: Tooele, UT
Contact: Pete Allen
Contract Amount: \$288,396.00
Completion Date: September, 2020
Description: Earthwork, Site Grading, Underground Utilities, Site Concrete and Asphalt Paving

Job Name: Dugway 2020 ITAM Project
Project Owner: Jacobs Technology
Location: Dugway, UT
Contact: Grady Farrell
Contract Amount: \$367,676.00
Completion Date: March, 2020
Description: Crush and stockpile 1.5 inch aggregate base course

Job Name: Wasatch County Landfill Phase 4D Expansion
Project Owner: Republic Services
Location: Washington, UT
Contact: Darin Olson (435) 888-4418
Contract Amount: \$250,000.00
Completion Date: May, 2020
Description: Excavation and placement of geotextile liner

Job Name: Tooele City Dow James, Elton Park, Tooele City Park and Overlake Park Water Line Improvements
Project Owner: Tooele City
Location: Tooele, UT
Contact: Paul Hansen 435-843-2130
Contract Amount: \$113,327.00
Completion Date: May, 2020
Description: Installation of new water line in each park

Job Name: Tooele City 100 E & Vine. Water Line and Storm Drain Improvements
Project Owner: Tooele City
Location: Tooele, UT
Contact: Paul Hansen 435-843-2130
Contract Amount: \$160,134.00
Completion Date: August, 2019
Description: Installation of new storm drain

Job Name: Tooele City Broadway. Storm Drain Improvements
Project Owner: Tooele City
Location: Tooele, UT
Contact: Paul Hansen 435-843-2130
Contract Amount: \$471,300.00
Completion Date: October, 2019
Description: Installation of new 18 and 30 inch storm drain

Job Name: Tooele City Droubay. Storm Drain Improvements
Project Owner: Tooele City
Location: Tooele, UT
Contact: Paul Hansen 435-843-2130
Contract Amount: \$557,368.00
Completion Date: December, 2019
Description: Installation of new 15 and 24 inch storm drain

Job Name: Stansbury Park Amphitheater
Project Owner: Stansbury Park Service Agency
Location: Stansbury Park, UT
Contact: Gary Jensen
Contract Amount: \$56,008.00
Completion Date: March, 2019
Description: Construction of new amphitheater

Job Name: Tooele City Bates Canyon/Cambridge Storm Drain Improvements
Project Owner: Tooele City
Location: Tooele, UT
Contact: Paul Hansen 435-843-2130
Contract Amount: \$117,528.00
Completion Date: May, 2020
Description: Installation of new 36 inch storm drain

Job Name: EPA Ditch Closing Pipe Relocation 2019/2020
Project Owner: U.S. Magnesium
Location: Skull Valley, UT
Contact: Brad Drayton – 801-532-1522
Contract Amount: \$1,585,776.00
Completion Date: July, 2020
Description: Ditch closing, capping and pipe relocation

Job Name: Wasatch Regional Leachate Tank Containment
Project Owner: Republic Services
Location: Grantsville, UT
Contact: Darin Olson (435) 888-4418
Contract Amount: \$300,916.00
Completion Date: December, 2019
Description: Provide and install leachate tank

Job Name: Class A West Final Cover , Phases 1, 2 and 3
Project Owner: Energy Solutions
Location: Clive, UT
Contact: Reed Jenson
Contract Amount: \$4,158,000.00
Completion Date: Phase 1 October, 2018 – Phase 2 October 2019 – Phase 3 October 2021
Description: Earthwork preparation for final cover

Job Name: Calcium Carbonate Haul
Project Owner: Wollam Construction
Location: Magna, Utah
Contact: Mason Mitchell
Contract Amount: \$1,000,971.00
Completion Date: January, 2019
Description: Haul calcium carbonate to Kennecott

Job Name: XR International
 Project Owner: Tom Stuart Construction
 Location: Salt Lake City, UT
 Contact: Roy Swalberg
 Contract Amount: \$942,329.00
 Completion Date: March, 2019
 Description: Installation of waterline, storm drain and sewer lines

Job Name: EPA Ditch Closing Pipe Installation
 Project Owner: U.S. Magnesium
 Location: Skull Valley, UT
 Contact: Brad Drayton – 801-532-1522
 Contract Amount: \$897,029.00
 Completion Date: February, 2019
 Description: Installation of drain pipe, connections, pump station, retention pond and asphalt paving

Job Name: Tooele City 2018 Waterline Improvements
 Project Owner: Tooele City
 Location: Tooele, UT
 Contact: Paul Hansen 435-843-2130
 Contract Amount: \$492,094.00
 Completion Date: November, 2018
 Description: Installation of waterline, PRV's and meter vaults in various locations

Job Name: Maplewood Lane, - Phase 1 & 2
 Project Owner: Symphony Homes
 Location: Stansbury Park, UT
 Contact: Jared Schmidt
 Contract Amount: \$1,769,746.00
 Completion Date: December, 2018
 Description: Underground Utilities, Asphalt Paving, Curb & Gutter and Sidewalk Installation

Job Name: Tooele City 100 East Storm Drain Improvements
 Project Owner: Tooele City
 Location: Tooele, UT
 Contact: Paul Hansen 435-843-2130
 Contract Amount: \$671,581.00
 Completion Date: November, 2018
 Description: 30" Storm Drain Line and Inlet Installation

Job Name: Sunset Water Main – Sunset Blvd and SR-36
 Project Owner: Oquirrh Mountain Water Company
 Location: Lake Point, UT
 Contact: Judd Lawrence
 Contract Amount: \$314,352.00
 Completion Date: May, 2018
 Description: 12" Water Main Installation and 6" Meter Vault Installation

Job Name: Pit 24 Cover Material
 Project Owner: Energy Solutions
 Location: Clive, UT
 Contact: Reed Jenson
 Contract Amount: \$2,259,419.00
 Completion Date: February, 2018
 Description: Earthwork and berm construction. Seeding and haul road construction.

Job Name: Wasatch Regional Landfill Phase 1E/2E Expansion
 Project Owner: Republic Services
 Location: Grantsville, UT
 Contact: Darin Olson (435) 888-4418
 Contract Amount: \$865,510.00
 Completion Date: December, 2018
 Description: Excavation and placement of geotextile liner

Job Name: Wasatch Regional Landfill Solidification Project
Project Owner: Republic Services
Location: Grantsville, UT
Contact: Darin Olson (435) 888-4418
Contract Amount: \$404,893.12
Completion Date: January, 2018
Description: Construction of steel lined solidification vat

Job Name: West Erda Water Line Construction
Project Owner: West Erda Improvement District
Location: Tóoele, UT
Contact: Jerry Houghton
Contract Amount: \$1,612,679.57
Completion Date: April, 2018
Description: Underground Infrastructure Improvements – 12 and 16 Inch Water Line

Job Name: 2017 CAW Liner Phase One
Project Owner: Energy Solutions
Location: Clive, UT
Contact: Reed Jenson
Contract Amount: \$629,390.05
Completion Date: November, 2017
Description: Earthwork and berm construction. Seeding and haul road construction.

Job Name: 2017 Reclamation Project
Project Owner: Energy Solutions
Location: Clive, UT
Contact: Reed Jenson
Contract Amount: \$166,294.42
Completion Date: October, 2017
Description: Earthwork, seeding and fence installation

Job Name: 2017 Reclamation Project
Project Owner: Energy Solutions
Location: Clive, UT
Contact: Reed Jenson
Contract Amount: \$166,294.42
Completion Date: October, 2017
Description: Earthwork, seeding and fence installation

Job Name: 2017 CWF Area – Phase 2 Construction
Project Owner: Energy Solutions
Location: Clive, UT
Contact: Reed Jenson
Contract Amount: \$145,939.37
Completion Date: August, 2017
Description: Earthwork preparation and construction of recycled asphalt pad

Job Name: Walmart Distribution Center No: 7026
Project Owner: Big D Construction
Location: Grantsville, UT
Contact: Jeff Sabin
Contract Amount: \$1,189,050.89
Completion Date: December, 2017
Description: Parking lot expansion and retention basin construction

Job Name: Anderson Ranch, Phase 5B
Project Owner: T.P. Development
Location: Grantsville, UT
Contact: Doug Cannon (801) 435-3500
Contract Amount: \$1,030,537.46
Completion Date: June, 2017
Description: Mass excavation, underground utility infrastructure including 8, 10 and 12 inch water line, curb, gutter, sidewalk installation and asphalt paving

Job Name: 2016 CWF Area – Phase 1 Construction
Project Owner: Energy Solutions
Location: Clive, UT
Contact: Reed Jenson
Contract Amount: \$233,034.28
Completion Date: July, 2016
Description: Earthwork preparation and construction of recycled asphalt pad

Job Name: Wasatch Regional Landfill Liquid Waste Pond # 3
Project Owner: Republic Services
Location: Tooele, UT
Contact: Darin Olson (435) 888-4418
Contract Amount: \$406,612.77
Completion Date: September, 2016
Description: Mass excavation, surface grading and certification, and installation of HDPE geosynthetic liner.

Job Name: Tooele City 2016 Water Line Improvements
Project Owner: Tooele City
Location: Tooele, UT
Contact: Paul Hansen 435-843-2130
Contract Amount: \$722,401.35
Completion Date: February, 2017
Description: Underground Infrastructure Improvements – 8 and 10 Inch Water Line

Job Name: Pastures at Saddleback P.U.D. Plats 3 and 4
Project Owner: Saddleback Pastures, L.C.
Location: Lake Point, UT
Contact: Judd Lawrence
Contract Amount: \$2,750,285.53
Completion Date: March, 2018
Description: Mass Grading 8, 10 and 12 Inch Water Line, Sewer Line, Storm Drain, Catch Basin and Manhole

Job Name: SR-36: 3 O'Clock Drive to 2000 North
Project Owner: Utah Department of Transportation
Location: Tooele, UT
Contact: Brett John ACC Builders
Contract Amount: \$351,451.77
Completion Date: November, 2015
Description: Storm Drain, Catch Basin and Manhole Installation

Job Name: Class A West Final Cover
Project Owner: Energy Solutions
Location: Clive, UT
Contact: Reed Jenson
Contract Amount: \$532,722.00
Completion Date: October, 2015
Description: Earthwork preparation for final cover activities

Job Name: Tooele City Water Line Improvements
Project Owner: Tooele City
Location: Tooele, UT
Contact: Paul Hansen 435-843-2130
Contract Amount: \$1,420,855.00
Completion Date: August, 2015
Description: Underground Infrastructure Improvements

Job Name: U.S. Mag Dike Repair
Project Owner: U.S. Magnesium
Location: Tooele, UT
Contact: Don Silva 801-532-2043
Contract Amount: \$529,452.00
Completion Date: July, 2015
Description: Dike repair and stabilization.

Job Name: U.S. Mag Bowl Ring Cleanout
Project Owner: U.S. Magnesium
Location: Tooele, UT
Contact: Don Silva 801-532-2043
Contract Amount: \$333,850.00
Completion Date: July, 2015
Description: Salt removal and haul from reservoir

Job Name: U.S. Salt Cap Test Pond
Project Owner: U.S. Magnesium
Location: Tooele, UT
Contact: Don Silva 801-532-2043
Contract Amount: \$35,000.00
Completion Date: May, 2015
Description: Build test pond

Job Name: Energy Solutions Rollover D & D and Remediation
Project Owner: Energy Solutions
Location: Clive, UT
Contact: Garrett Dutton (801) 649-2000
Contract Amount: \$168,581.00
Completion Date: November, 2014
Description: Excavate and Place Structural Fill to Backfill Rollover Facility Depression

Job Name: U.S. Mag Pond #2 Cleanout
Project Owner: U.S. Magnesium
Location: Tooele, UT
Contact: Don Silva 801-532-2043
Contract Amount: \$354,750.00
Completion Date: July, 2014
Description: HDPE Geosynthetic lined pond sludge cleanout.

Job Name: Tule Drive Storm Drain Repair
Project Owner: Tooele City
Location: Tooele, UT
Contact: Paul Hansen 435-843-2130
Contract Amount: \$64,206.00
Completion Date: June, 2014
Description: Underground Infrastructure Improvements

Job Name: Mixed Waste Phase 2 Cover
Project Owner: Energy Solutions
Location: Clive, UT
Contact: Reed Jenson
Contract Amount: \$833,381.00
Completion Date: October,, 2014
Description: Excavation and placement of geotextile liner

Job Name: 100 East Storm Drain Project
Project Owner: Tooele City
Location: Tooele, UT
Contact: Paul Hansen 435-843-2130
Contract Amount: \$712,552.00
Completion Date: October, 2014
Description: Underground Infrastructure Improvements

Job Name: Tooele Boulevard /700 South Roadway & Utility Project
Project Owner: Tooele City
Location: Tooele, UT
Contact: Paul Hansen 435-843-2130
Contract Amount: \$1,810,479.00
Completion Date: September, 2014
Description: Underground Infrastructure Improvements

Job Name: TDC Rail Off-Loading Infrastructure Improvements
Project Owner: TDC, LLC
Location: Lake Point, UT
Contact: Joe Hatch
Contract Amount: \$215,671.00
Completion Date: May, 2014
Description: Installation of pipe rack structure, service piping, roadway improvements and electrical and lighting..

Job Name: Energy Solutions Gravel Borrow Haul
Project Owner: Energy Solutions
Location: Clive, UT
Contact: Reed Jenson (801) 643-2000
Contract Amount: \$1,620,000.00
Completion Date: March,, 2014
Description: Deliver and stockpile gravel per material reserve agreement..

Job Name: ECDC Environmental
Project Owner: Republic Services/Allied Waste
Location: Price, UT
Contact: Darin Olson – (435) 888-4418
Contract Amount: \$746,197.00
Completion Date: August, 2014
Description: Mass excavation, surface grading and certification, and installation of HDPE geosynthetic liners

Job Name: Anderson Ranch, Phase 5B
Project Owner: T.P. Development
Location: Grantsville, UT
Contact: Welles Cannon (801) 435-3500
Contract Amount: \$738,645.00
Completion Date: December, 2013
Description: Mass excavation, underground utility infrastructure, curb, gutter, sidewalk installation and asphalt paving

Job Name: Dugway Life Science Building
Project Owner: U.S. Army Corp of Engineers
Location: Dugway Proving Grounds
Contact: Layne Murray – (801) 415-5920
Contract Amount: \$936,322.00
Completion Date: June, 2015
Description: Underground Infrastructure Improvements

Job Name: B Avenue Road & Water Line Improvements
Project Owner: Tooele City
Location: Tooele, UT
Contact: Paul Hansen (435) 843-2130
Contract Amount: \$293,308.00
Completion Date: August 2013
Description: Underground Infrastructure Improvements

Job Name: Wasatch Regional Landfill Phase 1D & 2D Expansion
Project Owner: Republic Services
Location: Tooele, UT
Contact: Darin Olson (435) 888-4418
Contract Amount: \$630,500.00
Completion Date: August 2013
Description: Expansion of municipal landfill that is certified with the Utah State Regulator. The construction included the mass excavation, surface grading and certification, and installation of HDPE geosynthetic liners along with a geosynthetic clay liner.

Job Name: Anderson Ranch Subdivision Phase 5A
Project Owner: T.P. Development
Location: Grantsville, UT
Contact: Welles Cannon (801) 435-3500
Contract Amount: \$680,851.00
Completion Date: June 2013
Description: Mass excavation, underground utility infrastructure, curb, gutter, sidewalk installation and asphalt paving.

Job Name: North Pointe Medical Park
Project Owner: R.V.C., LLC
Location: Tooele, UT
Contact: Dan Solberg (801) 355-6881
Contract Amount: \$188,936.00
Completion Date: June 2013
Description: Subgrade preparation, installation of culinary water, storm drain and sewer system. All site concrete work and landscaping to plans

Job Name: Calcium Chloride Mining & Processing
Project Owner: U.S. Magnesium
Location: Tooele, UT
Contact: Don Silva (801) 532-2043
Contract Amount: \$5,415,000.00
Completion Date: February 2013
Description: Harvest Calcium Chloride (Pot Ash) from U.S. Magnesium ponds.

Job Name: Tooele Boulevard Expansion
Project Owner: Tooele City
Location: Tooele, UT
Contact: Paul Hansen 435-843-2130
Contract Amount: \$774,225.15
Completion Date: November 2012
Description: Underground Infrastructure Improvements

Job Name: U.S. Mag Pond #3 Cleanout
Project Owner: U.S. Magnesium
Location: Tooele, UT
Contact: Don Silva 801-532-2043
Contract Amount: \$269,380.80
Completion Date: August 2012
Description: HDPE Geosynthetic lined pond sludge cleanout.

Job Name: Wendover Road & Water Line Improvement
Project Owner: Staker Parson Companies
Location: Wendover, NV
Contact: Kelly Ross 801-871-6690
Contract Amount: \$214,211.36
Completion Date: August 2012
Description: Underground Infrastructure

Job Name: Mag Corp 2WW Road Repair
Project Owner: U.S. Magnesium
Location: Tooele, UT
Contact: Don Silva (801) 532-2043
Contract Amount: \$174,992.00
Completion Date: July 2012
Description: Dike Repair and Stabilization

Job Name: Cover Material Mining and Processing
Project Owner: Energy Solutions
Location: Clive, UT
Contact: Garrett Dutson (801) 649-2000
Contract Amount: \$794,502.50
Completion Date: August 2012
Description: Underground Infrastructure

Some of our Major Clients

- ENERGY SOLUTIONS
- REPUBLIC SERVICES – WASATCH REGIONAL LANDFILL
- REPUBLIC SERVICES – ECDC SITE
- REPUBLIC SERVICES – WASHINGTON COUNTY LANDFILL
- DUGWAY PROVING GROUNDS
- TOOELE ARMY DEPOT
- TOOELE CITY CORPORATION
- TOOELE COUNTY
- STANSBURY PARK IMPROVEMENT DISTRICT
- US MAGNESIUM LLC.
- CITY OF WEST AND EAST WENDOVER
- BUREAU OF LAND MANAGEMENT
- UDOT – UTAH DEPARTMENT OF TRANSPORTATION
- LAYTON CONSTRUCTION
- BIG D CONTRACTORS
- TOM STEWART CONSTRUCTION
- GEOFORTIS

Experience

2011-Current Broken Arrow Inc. Lake Point, UT

Vice President of Construction Services

- Responsible for the overall management and performance of the Construction Services Division. This included large civil earthwork projects, underground infrastructure improvements, expansion and demolition of underground and above grade infrastructure, roadway construction, mining development, hazardous waste landfill construction and closures.
- Responsible for the overall management and performance of a Certified Plumbing Division and Certified Fire Suppression Division.
- Responsible for day to day business operations and the overall operating monthly and annual budget targets for the mentioned divisions.
- Responsible for overseeing project estimating and job cost tracking.
- Implement future business development and expansion needs.
- Complete understanding of Quality Control and Quality Assurance (QC/QA) requirements on a state, county, and municipality level.
- Assist Health & Safety department with overall company safety and risk management.

2006-2011 Superior Excavating & Hauling, LLC. Grantsville, UT

General Manager

- Responsible for the overall management of various construction projects including large utility projects, earthwork projects, structural construction, concrete work, etc.
- Responsible for day to day business operations and the overall operating monthly and annual budget targets.
- Responsible for overseeing project estimating and job cost tracking.
- Implement future business development and expansion needs.
- Complete understanding of Quality Control requirements on a state, county, and city level.
- Monitor Health & Safety department and overall company safety record.
- Analyze personnel and equipment support needs and make necessary adjustments.

2003-2006 Harper Environmental, LLC. Salt Lake City, UT

Site Manager

- Manage the disposal of radioactive/hazardous waste materials at the Envirocare of Utah Site which includes; unloading materials by truck and train, transporting materials to certified cell units for safe storage, and meeting all quality control/assurance requirements as mandated by federal, state and local regulating agencies for safe disposal.
- Managed and reported monthly on a budget exceeding 18 million (annual operating cost) and an overall site gross disposal budget exceeding 50 million dollars.
- Managed and was responsible for up to one hundred fifty (150) employees including inside and outside area managers and support personnel.
- Supervised area managers, accounting personnel, cost tracking personnel, and scheduling personnel.
- Communicated to corporate management on a daily basis concerning site production activities, new events, critical project schedules, daily issues and resolutions, etc.
- Prepared detailed proposals and supervised capital projects including closure and expansion of large containment cells, roadway construction, large pad construction, pipeline utility infrastructure, concrete work, certified clay liner installations, and many other typical and non-typical construction projects.

1991-2003

Clean Harbors Environmental

Braintree, MA

Senior Project Manager

- Senior Project Manager during the construction and closure of large hazardous waste management units. My working area included seven (7) U.S. landfill sites and two (2) Canadian landfill sites.
- Directly managed projects from the conceptual design through finish project review including regulating agency certification. Project spending on an annual basis ranged from 20 to 40 million dollars.
- Assisted with the development and control of annual budgets and audited the performance of projects with extensive cost tracking control procedures.
- Achieved the lowest per cubic yard storage rate for solid hazardous waste in the history of the company. Reduced construction costs in some areas as much as 45 percent while maintaining the integrity of the unit and meeting all required specifications.
- Communicated verbally and in writing with numerous State Regulators and Facility Managers during the completion of state inspected units.
- Complete knowledge of CFR regulations referencing RCRA, TSCA, and Industrial construction standards related to constructing and closing solid waste management units (SWMU).
- Directly supervised resident construction management personnel along with Design Engineering Firms, Construction Quality Control (CQC) inspection services, Construction Quality Assurance (CQA) services, surveying personnel, and many other project support providers.
- Developed waste grading plans and grids to accommodate bulk wastes including transformers, drums and over-packs, asbestos containers, etc. Also completed Macro-Encapsulations of specific materials.
- Secured land purchases and material leases with the Bureau of Land Management (BLM) supporting open quarry operations.

Skills

- Overall General Management and Development of Construction Businesses.
- Project requirement understanding and control skills.
- Excellent employee development, management, and communication skills.
- Contract Document and CQA Plan development and understanding.
- Computer Software: Excel including Visual Basic, MS Word, WordPerfect, MS PowerPoint, MS Access, Terramodel Cad by Trimble, AutoCad Civil 3D, All Primavera Software, PeopleSoft, AS-400, and many others.
- Calculating: complete understanding of mass area and volume calculations, slope and floor stability calculations, flow & capacity design.
- Typing – 60 wpm.

Education

1976–1980

Wasatch High School

Heber City, Utah

- High School Graduate
- Special Courses on Geosynthetics – Poly Flex Grand Prairie, Texas.
- Soils Qualification & Testing Courses – AGP Labs Dallas Texas
- Numerous Civil Earthwork and Geosynthetics Seminars
- Project Administration & Control Training – Columbia, S.C.

Community

Community Council, High School Booster Club President (10 Years), Youth Activities Advisor

References

References can be provided upon request.

Sonny Smith
924 North 1480 East Tooele, Utah 84074
(435) 241-0588
Email: ssmith@brokenarrowusa.com

SKILLS PROFILE

- 27 + years experience in excavation/construction industry
- 17+ years in construction management

PIPELINES

- Management background includes a complete understanding of conceptual design layout, task sequencing, line item scheduling, crew support structuring, and equipment support.
- Complete understanding of CQC/CQA requirements as well as APWA Standards.
- Extensive experience in underground utilities including all types of waterline, drain line, and sewer lines. This includes but is not limited to; PVC, Ductile Iron pipe, HDPE, Reinforced Concrete Pipe, Rigid Steel Pipe, Copper Pipe & Tubing, Aluminum Pipe, and more.
- Extensive experience in the area of precast and pour-in-place manholes, combination boxes, curb boxes, multiple inlet boxes and catch basins, valve vaults, etc.

EARTHWORK

- Specialized in material handling and production loading.
- Specialized in placement and compaction requirements including finish work.
- Complete understanding of GPS/ATS automatic machine controls and support equipment.

EMPLOYMENT HISTORY

Broken Arrow, Incorporated Current
Project Manager

Superior Excavating 2005 – 2012
Grantsville, Utah 84029

- Supervise multiple construction projects, ranging from \$50K to \$2.5M
- Controlled and dispatched manpower for specific job support.
- Coordinate delivery and scheduling of job materials.
- Coordinate with owners, engineers, municipal groups, and government personnel.
- Organized project certification submittals including QC/QA data, as-built drawings, core samples, air & deflection testing, hydrostatic testing, etc.

Ross Brothers Construction 2003 – 2005
Salt Lake City, Utah

- Supervise multiple construction projects, ranging from \$50K to \$2.5M
- Project analization and bidding.
- Project manager on various types of government earthwork and pipeline projects.
- Complied submittals for project acceptance and certification.

Superior Excavating 1992-2003
Grantsville, Utah

- Reference above items.
- Operated all types of earthwork and pipeline equipment including but not limited to; excavators, motorgraders, loaders, articulated trucks, forklifts, cranes, and more.

Education 1992
Class A CDL – with doubles and triples endorsements
Hazmat Training
Management Skills Training
Chemical Decommissioning Site Training

Harry Begay
367 South Lacy Lane
Grantsville, Utah 84029
(435) 830-1492
Email: hbegay@brokenarrowusa.com

SUPERINTENDENT RESUME
BROKEN ARROW, INCORPORATED

SKILLS PROFILE

- 20 years experience in excavation/construction industry.
- 15+ years in pipeline installations.
- Complete understanding of underground utility installations including pipelines, manholes structures, valve & vault installation, all types of combination boxes.
- Extensive experience with PVC, HDPE, Ductile Iron Pipe, RCP.
- Complete understanding of APWA specification standards.
- Adaptable to all types of QA/QC specification standards and testing requirements.
- Complete understanding of all OSHA guidelines and specifically educated in deep trenching and crew protection.
- Skilled in client and support staff coordination and communications.
- Strengthened company's growth and position by completing multiple projects simultaneously—never missing opening or closing dates—through meticulous attention to detail while maintaining clean and safe work sites.
- Effective coordination with owners, subcontractors, and government officials.

EMPLOYMENT HISTORY

- | | |
|---|-----------|
| Broken Arrow Incorporated
Lakepoint, Utah 84074
Project superintendent | Current |
| Superior Excavating
Grantsville, Utah 84029 | 1996-2012 |
| <ul style="list-style-type: none">• Project superintendent on large pipeline projects. Completed the construction of over 25 major pipelines.• Successfully satisfied all specification certifications and time requirements.• Coordinate and stage job materials to match the sequence of the construction.• Direct field crews on a daily basis. | |
| Ralph Olsen Excavating
Salt Lake City, Utah | 1991-1996 |
| <ul style="list-style-type: none">• Managed pipeline field crews.• Operated excavators, loaders, graders, dozers, and other support equipment.• Compiled certification data for final submittal. | |

EDUCATION

High School Diploma
Utah Valley Community College 3 years
OSHA & MSHA Certified 2011

1992



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates 132 South State Street Salt Lake City UT 84111	CONTACT NAME: Taylor Welsh PHONE (A/C, No, Ext): 612-322-6015 E-MAIL ADDRESS: tweish@holmesmurphy.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Broken Arrow, Inc. 8960 N. Clinton Landing Road Lake Point, UT 84074	INSURER A : Zurich American Insurance Company NAIC # 16535	
	INSURER B : Markel Insurance Company NAIC # 38970	
	INSURER C : Hanover Insurance Company NAIC # 22292	
	INSURER D : Travelers Property Casualty Co. America NAIC # 25674	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 2064402450


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contrac Liab Per <input checked="" type="checkbox"/> Pol Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GLO011031305	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAP011031405	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000		CUP2T471248	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A		WCO11031204	4/1/2024	4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C	Pollution Liability Leased or Rented Equipment Contractors Equipment		ECPENV05507 RH4H193523	4/1/2024 4/1/2024	4/1/2025 4/1/2025	Ded: \$2,500 Ded: \$2,500 Ded: \$2,500 Limit: \$2,000,000 Limit: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Proof of coverage only.

CERTIFICATE HOLDER**CANCELLATION**

Proof of Coverage Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Agenda Item #11

Consideration of Ordinance 2024-17
approving the Deseret Annexation for SJ
Company

When recorded return to:
Grantsville City Corporation
Attn: City Recorder
429 East Main Street
Grantsville, UT 84029

DESERET ANNEXATION AGREEMENT

This ANNEXATION AND MASTER DEVELOPMENT AGREEMENT (this “**Agreement**”) is entered into on this ___ day of _____ 2024 (the “**Effective Date**”) by and among Grantsville City (the “**City**”) and VT Grantsville Hold Co, LLC, a Colorado limited liability company, H 138 Grantsville 1, LLC, a Nevada limited liability company, and H 138 Grantsville 2, LLC, a Nevada limited liability company (collectively, “**Petitioner**”), to set forth the terms and conditions under which the City will annex certain land owned by Petitioner, as further defined below, and the terms and conditions under which Petitioner will agree to have its land annexed. The City and Petitioner are sometimes collectively referred to in this Agreement as the “**Parties**” or individually as a “**Party**”.

BACKGROUND

- A. Petitioner is the owner of approximately ___438.77___ acres of real property in Tooele County, Utah located generally west and north of Grantsville City designated as APN Nos. 05-081-0-0009, 05-082-0-0037, and 05-082-0-0033 (collectively, the “**Property**”). The Property is depicted and more fully described on Exhibit A attached hereto.
- B. Acting pursuant to its authority and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, the City has, in exercise of its regulatory discretion, elected to enter into this Agreement as part of its annexation of the Property.
- C. The purpose of this Agreement is to describe the rights, obligations and duties of the Parties with respect to the Annexation of the Property.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants, conditions and considerations that are more fully set forth below, City and Petitioner hereby agrees as follows:

- 1 Recitals. The recitals set forth above are incorporated hereby by reference.
- 2 Exercise of Authority. Approval of this Agreement does not limit the City in its future exercise of the police power to enact zoning, subdivision, or development policies, ordinances and regulations after the date of this Agreement. Moreover, approval of this Agreement does not grant to Petitioner subdivision approval, site plan approval, or approval of

any building permit or other land use actively regulated by Grantsville City Ordinances. The Parties understand and to not intend this Agreement to be a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. § 10-9a-101 (2005) *et seq.*

3 Initial Zoning Designations.

3.1 Upon annexation, the annexed Property is hereby assigned the Grantsville City Zoning designation of ___Mixed Use___ as defined in chapter 19a of the City’s Land Use Development and Management Code. The City hereby retains complete authority to approve or deny any land use application or make land use decisions and apply land use regulations as it relates to the Property. The city is not waiving any rights it has now or may have in the future to act as land use authority for the Property.

4 Future Development and Vesting.

4.1 The City agrees and acknowledges that Petitioner and its successors in interest are vested by this Agreement in the zoning designations as set forth herein to the fullest extent allowed by law and in accordance with the Utah vesting law, Utah Code § 10-9a-509. Petition and its successors-in-interest are expressly vested in the provisions of subparagraph 3.3 above, and may proceed with its development thereunder without regard to future amendments to its zoning designations.

4.2 With respect to the future development of the Property, Petitioner and all successors-in-interest accept and agree to comply with all development standards, including but not limited to fee amounts, building codes, utility connections, configurations, design criteria, easements, infrastructure, etc., as those standards exist at the time of each individual vesting development application, to the extent that they do not conflict with the vested terms of this Agreement.

5 Entire Agreement. This Agreement and the documents incorporated into it by reference shall constitute the entire agreement among the Parties. Any prior discussions, understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

6 Agreement to Run with the Land. This Agreement shall be recorded against the land included in the annexation to the City, and shall run with the land and shall be binding on all successors and/or assigns of the land or development of any portion or phase of the Property.

7 Transfer of Property. Petitioner shall have the right to assign or transfer all or any portion of its rights and obligations under this Agreement to any party acquiring an interest or estate in the Property or any portion thereof. In the event of an assignment or transfer, the assignee or transferee shall succeed to all of Petitioner’s rights and obligations under this Agreement to the extent such rights and obligations are assigned or transferred.

8 No Joint Venture, Partnership or Third-Party Rights. This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties.

9 Amendment. This Agreement cannot be amended, altered, or modified in any manner except by a written amendment signed by each of the Parties.

10 Severability. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement, except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

11 Further Assurances, Documents, and Acts. The Parties agree to cooperate in good faith with the others and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby.

12 Notices. Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally or by certified mail, return receipt requested. If given by certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the party to whom it is addressed. Any Party hereto may at any time, by giving ten (10) days written notice to the other Parties hereto, designate any other address in substitution of the address to which such notice or communications shall be given. Such notices or communications shall be given to the Parties at the addresses set forth below:

If to the City, to:

Grantsville City
Attn: City Recorder
429 East Main Street
Grantsville City, UT 84029

If to Petitioner, to:

VT Grantsville Hold Co, LLC
Attn: Darwin Horan
8678 Concord Center Drive, Ste 200
Englewood, CO 80112

With a Copy to:

Benjamin Nelson
CORPORATE COUNSEL, LLC
5295 S. Commerce Drive, Suite 205
Salt Lake City, UT 84107

B Effective Date. This Agreement is effective upon filing and recordation of the annexation ordinance, annexation plat, and this Agreement in compliance with state annexation filing requirements, pursuant to Utah Code Section § 10-2-425.

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

[[INSERT SIGNATURE BLOCKS AND NOTARY BLOCKS]]

VT GRANTSVILLE HOLD CO, LLC,
a Colorado limited liability company

By: Darwin Horan
Its: Manager

STATE OF COLORADO)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Darwin Horan, as Manager VT Grantsville Hold Co, LLC, a Colorado limited liability company, on behalf thereof.

Notary Public

My commission expires:

H 138 GRANTSVILLE 1, LLC,
a Nevada limited liability company

By: Joe Blagg
Its: Manager

STATE OF NEVADA)
) ss.
County of Clark)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Joe Blagg, as Manager of H138 Grantsville 1, LLC, a Nevada limited liability company, on behalf thereof.

Notary Public

My commission expires:

H 138 GRANTSVILLE 2, LLC,
a Nevada limited liability company

By: Joe Blagg
Its: Manager

STATE OF NEVADA)
) ss.
County of Clark)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Joe Blagg, as Manager of H138 Grantsville 2, LLC, a Nevada limited liability company, on behalf thereof.

Notary Public

My commission expires:

GRANTSVILLE CITY

By: Neil A. Critchlow,
Its: Mayor

Attest:

City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF TOOELE)

On the ____ day of _____, 20__ personally appeared before me _____ who being by me duly sworn, did say that he is the Mayor of Grantsville City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

Agenda Item #12

Consideration of Ordinance 2024-18
approving the vacation of the street
Right-of-Way for Richard and Cheryl
Barrus

Account R017896Location

Acres 5
Parcel Number 01-070-0-0056
Account Number R017896
Tax District 2 - GRANTSVILLE
Year Built
Above Ground SQFT
Basement SQFT
Basement SQFT Complete 0
Status Code OK - Normally Tax Property
HouseNumber
StreetName

Parcels

OwnerName RICHARD AND CHERYL BARRUS TRUST, 8/13/20
BARRUS RICHARD TEE
BARRUS CHERYL TEE

Legal BEG AT A POINT WH IS 440 FEET SOUTH OF NE COR OF NE 1/4 OF SE 1/4 OF SEC 5,
T3S, R5W, SLB&M, RUN TH S 220 FT, W 1320 FT, TH N 220 FT, TH E 1320 FT TO POB LESS 1.6 7
AC FOR ROAD BALANCE AFTER 1-70-62. 5.00 AC

Entry Date

Remarks|

Owner

Owner Name RICHARD AND CHERYL BARRUS TRUST, 8/13/20
Owner Address 47 WEST CHERRY ST
GRANTSVILLE, UT 84029

Transfers

HAROLD CRAIG MATTHEWS JT
01-070-0-0042
R006132

B & J ENTERPRISES LLC
01-070-0-0053
R018411

South St

RICHARD AND CHERYL BARRUS TRUST, 8/13/20
01-070-0-0056
R017896

Founders Ln

Maxfield Ct

EDWARD C BARRUS JT
01-070-0-0062
R013130

Saddle Ranch Cir

Rd

Agenda Item #13

Legislative Hearing to approve the
Headstone Variance for Curtis and
Pamela Butler

Agenda Item #14

Council Reports

Agenda Item #15

Closed Session (Imminent Litigation,
Real Estate Purchase, Personnel)

Agenda Item #16

Adjourn