



June 5th, 2024

City Council Meeting

Information Packet

Agenda Item #1

Public Comment

Agenda Item #2

Summary Action Items

- a. Approval of Minutes from the May 15th, 2024 Regular Meeting
- b. Approval of the Bills

Unapproved

**MINUTES OF THE REGULAR MEETING OF THE GRANTSVILLE CITY COUNCIL,
HELD ON MAY 15, 2024 AT THE GRANTSVILLE CITY HALL, 429 EAST MAIN
STREET, GRANTSVILLE, UTAH AND ON ZOOM. THE MEETING BEGAN AT 7:01
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

Shelby Moore, Zoning Administrator

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

Mayor Critchlow asked Derek Dalton to lead the Pledge of Allegiance

AGENDA:

Public Hearing:

A. DESERET ANNEXATION: No public comments offered.

1. Declaring May 10th as Child Care Provider Day

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

Layne Koyle stood to present Aiden Hopper and Stockton Frank who were nominated for their contributions to the community. Aiden has been the Highschool liaison for the Library Board. Stockton was nominated for helping clean up the neighborhood and for being awarded a grant to pay for dumpsters to aid in that effort.

3. Public Comment: Rick Barchers stood for public comment. Mr. Barchers 13.6 regarding Agenda Item 9. Scott Stapley stood for this item. Mr. Stapley advised this is his 10th time coming to City Council regarding the traffic on Worthington. Mayor Critchlow advised when the sewer is being put in on Worthington the speed hump will be installed. Mr.

Stapley requested two speed humps. Mr. Stapley would like a time-frame for this speed hump installation.

4. Summary Action Items

a. Approval of Minutes from the May 1, 2024 Regular Meeting

b. Approval of Bills

Motion: Councilmember Butler made the motion to Approve the minutes from the May 1, 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.

Motion: Councilmember Hammond made the motion to Approve the bills

Second: Councilmember Williams seconded the motion.

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

5. Consideration of Resolution 2024-29 appointing Shelby Moore to the position of Zoning Administrator

Jesse Wilson stood for this item. Councilmember Butler asked Ms. Moore what she can see needs to be improved. Ms. Moore suggested improving communication between the City and the developers.

Motion: Councilmember Jenkins made the motion to Approve appointing Shelby Moore to the position of Zoning Administrator

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.

6. Consideration of Resolution 2024-30 approving the amendment to the Consolidated Fee Schedule

Jesse Wilson advised with recent changes made to code, there is a need to updated the fee schedule.

Motion: Councilmember Williams made the motion to Approve the amendment to the Consolidated Fee Schedule

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.

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

Chief Sager advised the phones would be used in investigations. Chief Sager requested the approval to destroy the phones

Motion: Councilmember Hammond made the motion to Approve declaring certain City Property owned by Grantsville City as surplus and authorizing its disposal

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 Resolution 2024-32 approving the application for The Highlands PUD

Guy Haskell and Amy Walker stood to represent this item. Mr. Haskell advised Phase 5 is being built. Stephen McCutchen stood as the land planner for this project. Mr. McCutchen advised the property is zoned RM-7 already and the presented plan is the cumulation of that zone. Mr. McCutchen advised it would be difficult to draft an MDA until the plan is approved. Mr. McCutchen advised the timing for the PID’s requires phased money distribution. Mr. Haskell advised he would like to dedicate the parks to the city initially as a regional area and also dedicate Mack Canyon Road. Mayor Critchlow asked about the “Areas 2 and Areas 3”. Mr. McCutchen advised it would be a retention basin. Mr. Haskell suggested a dog park. Mr. McCutchen advised areas 2 and 3 would be an HOA maintenance item. Councilmember Jenkins asked why the applicant needs a PUD. Councilmember Butler advised there is a commercial lot being provided as well. Mayor Critchlow advised he wants the 10 acre park installed by the developer. Councilmember Hammond asked what Mack Canyon Road will look like.

Councilmember Hammond asked what the back of the homes will look like. Mr. Haskell advised there will be a 6 ft vinyl fence installed by the developer. Councilmember Hammond advised she would prefer to see single family homes along Mack Canyon Road. Mr. McCutcheon advised this keeps the traffic from the higher density homes out of the single-family homes. Diane Rowberry stood to represent this item. Ms. Rowberry explained the lower costs are attributed to smaller lots. Amy Walker advised there has been a lot of discussions regarding the calculations of these lots. Councilmember Williams appreciated the walking area but did not like the retention basins. Attorney Littlefield explained the prior ordinance allowed the developer to pick 7,000 sqft OR 7 units per acre. Attorney Littlefield explained how the road allowance removed allows for this development to get its density.

Motion: Councilmember Bevan made the motion to Approve the application for The Highlands PUD

Second: Councilmember Williams seconded the motion.

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

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

Shaun Johnson was present for this item. Councilmember Butler confirmed the Annexation acreage. Councilmember Butler wanted to confirm the zoning and the process behind that.

Motion: Councilmember Jenkins made the motion to Approve the Annexation Agreement for Deseret Annexation with the corrections requested.

Second: Councilmember Bevan seconded the motion.

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

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

Jesse Wilson stood to represent this item. Mayor Critchlow advised he did not like the 30” raising of the road in the Clark Farm.

Motion: Councilmember Jenkins made the motion to Approve the contract for the Clark Street Storm Drain Improvements

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.

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

Motion: Councilmember Jenkins made the motion to Approve consideration of Ordinance 2024-17 approving the Deseret Annexation for SJ Company.

Second: Councilmember Bevan seconded the motion.

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

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

Motion: Councilmember Butler made the motion to Approve the vacation of the street Right-Of-Way for Richard and Cheryl Barrus

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.

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

Public Works Deputy Director advised there is a width request for 42” instead of 40” for the headstone. Butler Approval Jenkins Second approved. Unanimous

14. Council Reports

Councilmember Bevan: Library Board handing out certificates for free books. Flyers for Grantsville City’s first historic home tour.

Councilmember Butler:

Councilmember Hammond: Flower pots arrived today. Email received regarding the Accessory Dwelling Units not being allowed to be detached from the primary residence. Would like to get Mr. Stapley a timeline on the speed humps for Worthington street.

Councilmember Jenkins: Summer of Fun starting up. Photo Contest for the new website.

Councilmember Williams: Does not like open space being allowed to be retention basins. Did not like the mixed-use designation in annexation.

Mayor Critchlow: State is coming to complete the headstone restoration. West Street project is collapsing into the trenches to get repairs completed. There is a development that started as a minor subdivisions and developer needs to pay for fee in lieu and improvements.

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

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

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.

Closed session began at: 10:20 pm

Closed Session ended at: 10:34

16. Adjourn

There was discussion after the closed session regarding the developer on Cadence Worthington that would like to be exempted from the open space requirements. Council agreed to allow the developer to pay a fee in lieu and require the developer to install the sidewalk as well.

Motion: Councilmember Hammond made the motion to adjourn

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.

Meeting Adjourned at: 10:43

Agenda Item #3

Update on Victim Advocate Program and
VOCA Grant

Agenda Item #4

Consideration of Resolution 2024-35
Approving A Master Of Services
Agreement And Statement Of Work
Exhibit Between Grantsville City And
Off Duty Management, Inc



**GRANTSVILLE CITY
RESOLUTION NO. 2024-35**

**A RESOLUTION APPROVING A MASTER OF SERVICES AGREEMENT AND
STATEMENT OF WORK EXHIBIT BETWEEN GRANTSVILLE CITY AND OFF
DUTY MANAGEMENT, INC**

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

WHEREAS, the City of Grantsville recognizes the need for independently contracted police services to manage external police service requests efficiently; and

WHEREAS, Off Duty Management, Inc. ("ODM") has proposed to provide these services under a Master of Services Agreement (MSA) and a Statement of Work (SOW) attached as Exhibit 1; and

WHEREAS, the Grantsville City Council has reviewed the terms and conditions of the proposed MSA and SOW and finds them acceptable and in the best interest of the city;

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

Section 1. Approval of Agreement: The City Council hereby approves the Master of Services Agreement and Statement of Work Exhibit 1 between Grantsville City and Off Duty Management, Inc., attached hereto and incorporated herein.

Section 2. Authorization to Execute: The Mayor and/or the Chief of the Grantsville Police Department are authorized to execute the Master of Services Agreement and any necessary documents related thereto on behalf of the City of Grantsville.

Section 3. Effective Date: This resolution shall take effect immediately upon its passage and approval as provided by law.

Section 4. 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
5th DAY OF JUNE, 2024.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:



By Mayor Neil Critchlow

ATTEST

Braydee Baugh, City Recorder



Exhibit 1

(Master of Services Agreement and Statement of Work)



Master Services Agreement

This Master Services Agreement ("Agreement") is entered into as of the Effective Date below and is between OFF DUTY MANAGEMENT, Inc., a Texas Corporation, with offices located at 1906 Avenue D, #200, Katy, Texas 77493 ("ODM" or "Contractor") and Grantsville Police Department, having its principal offices at 50 Bowery St., Grantsville, UT 84029 ("Client" or "Agency"). ODM and Client are sometimes individually referred to herein as "Party" and collectively as the "Parties".

"Effective Date" _____

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

"Recitals"

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

TERMS & CONDITIONS

1. Services

1.1 Statements of Work and the Services.

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

- ##### 1.2 Invoicing and Payment.
- Client acknowledges that ODM will charge Customers the officer's pay rate plus an administrative fee per assignment as specified in the applicable Statement of Work and any applicable sales tax if required by any state or local taxing authority. ODM reserves the right to require Customers to either prepay or pay by credit card for the services requested, including any applicable administrative fee, and sales tax. Customer shall pay ODM's invoice(s) within thirty (30) days after the date that Customer receives such invoice(s). An overdue payment charge of 1.5% per month may be imposed by ODM on all past due, undisputed balances. Where state law mandates a lower past due payment charge, the overdue payment charge shall be lowered to the highest rate that is legally permitted. If payment of such unpaid, past due, and undisputed amounts is not promptly received in accordance with the terms hereof, then ODM will have the option to terminate services at one or more of Customer's facilities following ODM's provision of at least two (2) days' notice to Customer.
- Credit Card Payments: For customers paying by credit or with a debit card there will be an additional 3.0% bank fee assessed.

2. Term and Termination

- 2.1 This Agreement is valid for a term of two years from the date of the most recent signature unless terminated in accordance with the terms of this Agreement. "Term" in this Agreement includes the aforementioned period in addition to any applicable renewal.
- 2.2 Renewals. With the mutual written consent of the Parties, the Term of this Agreement may be renewed up to a maximum of two (2), one (1) year periods. Any renewal under this subsection 2.2, will be a continuation of the same terms and conditions as set forth in this Agreement, and any applicable addendums. Contractor has the ability to adjust the current customer administrative fee based on inflationary factors up to 1.5% in conjunction with renewal. Contractor must provide no less than 30 day written notice in conjunction with any renewal increases. This Agreement will be deemed to be renewed up to renewal limitations established in 2.2, unless either Party provides notice of intent not to renew at least 30 days prior to the renewal date.
- 2.3 Termination.
- Either party may terminate this Agreement for convenience and without cause, at any time, by giving the other party, thirty (30) days advance written notice designating the date of termination. Any notice required or permitted under this Agreement shall be sent in accordance with Section 8 of this Agreement.
- (A) Each party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach from the other party.
- (B) It is the intent of the Parties that, where allowed by law, they be placed in their respective positions immediately before their entry into this Agreement in the event of termination or expiration of this Agreement.
- 2.4 Permits and Licenses. ODM shall, at ODM's expense, obtain and maintain all necessary permits, licenses, and government approvals needed to perform its obligations under this Agreement. To the extent possible and requested by ODM, the Client shall provide reasonable assistance in obtaining permits, licenses, and government approvals.
- 2.5 Business Name. ODM shall conduct business under its own name. ODM shall not use the Client's name, nor the name of Client's Affiliates, in providing the Services.
- 2.6 Contractor's Judgment. ODM shall determine the specific time and manner in which the Services are performed pursuant to this Agreement, and the resources that are used to perform such Services. Client shall have no authority to direct the day-to-day activities of ODM or any of ODM's employees, agents, or independent contractors (together with Contractor, the "Staff"). Client retains authority and responsibility for officers' behavior when working off-duty for a private entity.

3. Relationship

- 3.1 Client and ODM agree that neither party has the authority to bind or make any commitment on behalf of the other, nor are any of either party's employees entitled to any employment rights or benefits of the other party.
- 3.2 Nothing herein shall be deemed or construed to create a joint venture, partnership, agency, or employer/employee relationship for any purpose.
- 3.3 Client is interested in the end results to be achieved by this Agreement, and ODM shall have full power and authority to select the means, manner, mode, and methods of performing the Services hereunder, subject to compliance with performance and quality control standards mutually agreed to.
- 3.4 ODM shall be solely responsible for paying the wages or other compensation of its Staff and all related withholding taxes, workers' compensation insurance, and other obligations pertaining to its Staff.

4. Confidential Information

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

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

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

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

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

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

5. Trademarks and Intellectual Property

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

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

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

6. Warranties

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

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

7. Insurance

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

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

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

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

8. General Provisions

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

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

Attn: Chief Robert Sager, Grantsville PD, 50 Bowery St., Grantsville, UT 84029

8.2 Assignment and Delegation

- (A) No Assignment or Delegation. Neither party may assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party. Any such assignment or delegation is prohibited under this subsection, except for a change of control, in which instance an assignment of rights and obligations is deemed to be approved.
- (B) Ramifications of Purported Assignment or Delegation. Without limiting any other remedy ODM may have against Client for such purported assignment, any purported assignment of rights or delegation of performance in violation of this section is void.
- (C) Successors and Assigns. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

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

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

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

- 8.6 Entire Agreement. This Agreement (including, without limitation, all applicable schedules and attachments referenced in and attached to this Agreement) constitutes the final, complete, and exclusive statement of the agreement between the parties with respect to the subject matter hereof and cannot be altered, amended, or modified except in writing signed by an authorized representative of each party.
- 8.7 Headings. The section headings in this Agreement are included for convenience only; they do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.
- 8.8 Survival. The following provisions shall survive expiration or termination of the Agreement: Trademarks and Intellectual Property, Confidentiality, Warranties, Limitation of Liability, Insurance, and any other provisions that by their nature are intended to survive expiration or termination of this Agreement.
- 8.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which is deemed an original, but all of which together shall constitute one and the same instrument. Further, each party agrees to accept telefax signature pages as originals.
- 8.10 Severability. In the event that any provision contained in this Agreement is held to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of this Agreement shall in no way be affected or impaired thereby.
- 8.11 Employment Contracts. Any responsibility and/or liability with regard to any employment contract between Client and any law enforcement personnel assigned to a Customer worksite shall be the exclusive responsibility and/or liability of Client and ODM shall not be a party to any such agreement. ODM will have neither responsibility nor liability in connection with or arising out of any such employment contract except to prepare checks and to pay any such employee who is a party to such a contract, in conformity with the information provided by Client. With respect to any employment contract between Client and any law enforcement personnel assigned to a Customer worksite, Client shall be acting solely on its own volition and responsibility with regard to all aspects of any such contract, including but not limited to its negotiation, compliance, implementation, renewal, enforcement, and termination.
- 8.12 Authority. This Agreement shall be valid and enforceable only upon signature by an authorized person with authority to execute this Agreement on behalf of ODM. Any individual signing this Agreement on behalf of Client represents, warrants, and guarantees that he or she has full authority to do so. Each party represents that it has the power and actual authority to enter into this Agreement and to be bound by the conditions and terms contained herein.
- 8.13 Waiver. No delay or omission by a party in exercising any right or remedy under this Agreement shall operate to impair such right or remedy or be construed as a waiver thereof.
- 8.14 Force Majeure. Neither party shall be liable to the other party in any manner whatsoever if it is unable to perform any of its obligations under this Agreement due to any cause beyond its reasonable control including but not limited to acts of God, war or national emergency, riots, civil commotion, terrorism, fire, explosion, flood, epidemic, acts of Government, highway authorities, telecommunications network operators or other competent authorities or interruption of, or inability in obtaining, supplies or services from third parties.

THIS SPACE WAS INTENTIONALLY LEFT BLANK

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

Off Duty Management, Inc:

By: _____

Printed Name: Sherry Rowley

Title: Chief Executive Officer

Date: _____

Grantsville Police Department:

By: _____

Printed Name: Robert Sager

Title: Chief

Date: _____

EXHIBIT A

STATEMENT OF WORK

Scope of Services

May 7, 2024

Off Duty Management (ODM) will manage all external customer requests for the off-duty officers outside employment services as of Go Live date. ODM will manage the following for the agency:

- Officer Payroll
- Scheduling
- Invoicing/Collections

Policies/Procedures

- ODM will comply with all applicable agency orders, rules, and policies.
- ODM will coordinate with the agency should there be any questions with a customer or assignment.
- Agency will modify existing off-duty policies to incorporate ODM management and administration.

Payroll/Rates and Fees

- Officers interested in working for ODM will be required to sign up as 1099 contractors for ODM.
- Officers will be paid weekly for any work completed through ODM for the prior week.

Pay Rates

Type	Hourly Rate	Notes
Regular	\$75	
Traffic	\$75	
Supervisor	\$80	
Holiday*	\$80	
Emergency**	\$80	

* The holiday rate will apply to the following days: New Year's Eve., New Year's Day, MLK Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day.

Vehicle Fees

- Vehicle fee is \$6.00 per hour.
- Vehicle fees will be sent to the city finance department weekly via ACH.

Customer Fees

- Officer hourly pay rate plus 9% ODM admin fee per hour.
- Vehicle hourly fee plus 9% ODM admin fee per hour.

Scheduling

Assignment Selection

- Assignments will be pushed out to officers via OfficerTRAK® to their mobile devices once received and approved.
- Officers will select and work shifts on a first come, first served basis.

Min and max per shift work

- 2 hours minimum per request.
- Officers are limited to work a combined (agency/off-duty) total of 16 hours (monitored by agency).

Minimum Job Notification

- 24 hours prior to shift start required for requests.
- If a request is received less than 72 hours prior to assignment the emergency pay rate goes into effect.

Agency Assignment

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

Insurance Coverages

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

OfficerTRAK® Software

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

OfficerTRAK® Training

ODM will provide the following training:

Online

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

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work incorporated by reference in the

Master of Services Agreement (Dated: _____) on the day and year written below.

Off Duty Management, Inc:

By: _____

Printed Name: Sherry Rowley

Title: Chief Executive Officer

Date: _____

Grantsville Police Department:

By: _____

Printed Name: Robert Sager

Title: Chief

Date: _____

CONFIDENTIAL

Agenda Item #5

Consideration of Resolution 2024-36

Approving A Contract For Police

Dispatch Services With Tooele County

Sheriff's Office



**GRANTSVILLE CITY
RESOLUTION NO. 2024-36**

**A RESOLUTION OF THE CITY OF GRANTSVILLE APPROVING A CONTRACT
FOR POLICE DISPATCH SERVICES WITH TOOELE COUNTY SHERIFF'S OFFICE**

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

WHEREAS, the City of Grantsville ("City") requires reliable and efficient radio dispatch services to ensure the safety and well-being of its residents; and

WHEREAS, Tooele County ("County") has the necessary resources and expertise to provide such dispatch services through the Tooele County Sheriff's Office; and

WHEREAS, the City and the County have negotiated the terms of an agreement for the provision of these dispatch services for the period of July 1, 2024, through June 30, 2025;

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

Section 1. Approval of Agreement: The City Council hereby approves the Dispatch Service Agreement between Grantsville City and Tooele County, dated July 1, 2024, attached hereto as Exhibit A.

Section 2. Authorization to Execute Agreement: The City Manager, Jesse Wilson, is authorized to execute the agreement on behalf of Grantsville City and to take all necessary actions to implement its terms.

Section 3. Effective Date: This resolution shall take effect immediately upon its passage and approval as provided by law.

Section 4. 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 5TH DAY OF JUNE, 2024.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:



By Mayor Neil Critchlow

ATTEST

Braydee Baugh, City Recorder



Exhibit A

(Dispatch Service Agreement)

Dispatch Service Agreement

Tooele County – Grantsville City

1. CONTRACTING PARTIES: This agreement made and executed the 1st day of July 2024, by and between TOOELE COUNTY, a body politic and corporate of the State of Utah, (hereinafter referred to as "County"), and Grantsville City, (hereinafter referred to as "City").

2. PURPOSE: This agreement is for the purpose of Tooele County providing radio dispatch services to Grantsville City.

IN CONSIDERATION of the following mutual promises, terms and conditions, the parties agree as follows:

3. DISPATCH FEES: The County agrees to provide to the City the following radio dispatch services during the term of this agreement at an adequate level and in a timely fashion:

- a. Receive and prioritize 911 emergency and non-emergency telephone answering and radio dispatch service for the City 24 hours a day 7 days a week. Handle outbound telephone calls for officers when appropriate.
- b. Ensure officer safety by adequate security checks of on-duty officers.
- c. Gather, record, and report all data collected by the dispatch center and provide recordings of such upon request.
- d. Provide fire dispatch services.
- e. Provide Spillman Flex interface system technology analyst support.
- f. Conduct monthly area wide communication meetings.
- g. Run Utah Criminal Justice Information System database checks.
- h. Provide clearing house for NCIC entries including modifications and clears.
- i. Oversee county-wide wrecker rotation.

4. CONSIDERATION: In consideration of the County providing the dispatch services specified herein from July 1, 2024, through June 30, 2025, the City agrees to pay the County the sum of \$178,649.00. Said fees shall be paid to Tooele County on a quarterly basis and shall be paid without the necessity of being billed by the County. Said payments shall be made within fifteen (15) days following the end of each quarter. If payments are not made when due, they shall accrue interest at the rate of 1.5% per month until paid. The basis and method of computation of said amount is attached hereto as Tooele County Dispatch Fee Allocation in Exhibit "A" which by reference is made a part hereof. The County may at the end of each calendar year, adjust the fee it charges the City for dispatch services under this agreement.

5. BUDGET NOTICE: The County agrees to notify the City by January 31st of the previous year data, as requested. The County agrees to provide the agreement and fee allocation to the City no later than March 31st of each year.

6. CONTRACT TERM: This agreement shall take effect on July 1, 2024, and shall terminate on June 30, 2025, unless terminated sooner according to the terms and conditions of this agreement.

7. INADEQUATE SERVICE: If the City determines that it has received inadequate dispatch services under this agreement, the Police Chief shall report the problem, in writing, to the Sheriff. If the problem has not been resolved to the satisfaction of the City within fifteen (15) days, the original report, together with a supplemental report indicating the current status of the problem shall be forwarded to the Tooele County Council for review.

8. TERMINATION: This agreement may be terminated prior to its duration if a party materially breaches the terms or conditions thereof and provided the non-breaching party gives written notice to the breaching party to remedy said default if the said default is not cured within thirty (30) days after receipt of said notice. This agreement may also be terminated by either party for any reason upon ninety (90) days written notice. Failure to sign and return this agreement by August 31, 2024, shall be considered notice of termination and services will be discontinued.

9. LIABILITY: It is mutually agreed that each party shall be responsible for the negligent acts of their own representatives or employees and shall hold the other party harmless from claims made as a result of work performed by reason of this agreement.

DATED this 1st day of July 2024

GRANTSVILLE CITY

Jesse Wilson, City Manager

ATTEST:

APPROVED AS TO FORM:

Dallin Littlefield, City Attorney

TOOELE COUNTY

Andy Welch, County Manager
Tooele County Council

ATTEST:

Tracy Shaw
Tooele County Clerk

APPROVED AS TO FORM:

Nathan Harris
Tooele County Deputy Attorney

Agenda Item #6

Consideration of Resolution 2024-37
approving the agreement between Salt
Lake City for City Services

Agenda Item #7

Consideration of Resolution 2024-38
Amend the Consolidated Fee Schedule
To Include An Initial Irrigation
Assessment



**GRANTSVILLE CITY
RESOLUTION NO. 2024 - 38**

**A RESOLUTION TO AMEND THE CONSOLIDATED FEE SCHEDULE TO INCLUDE
AN INITIAL IRRIGATION ASSESSMENT**

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

WHEREAS, the City Council of Grantsville City, Utah, recognizes the necessity to amend the Consolidated Fee Schedule to ensure adequate funding for water resource management and maintenance; and

WHEREAS, the City Council has the authority under Section 7-1-27 of the Grantsville City Code to set forth water charges by resolution; and

WHEREAS, the City Council has determined that an Initial Irrigation Assessment is required to support the sustainability and infrastructure of the city's water system; and

WHEREAS, the proposed Initial Irrigation Assessment of \$175.00 per one irrigation share is deemed reasonable and necessary for the proper administration and maintenance of the irrigation system;

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

Section 1. Consolidated Fee Schedule Amendment: The Consolidated Fee Schedule is hereby amended to include an Initial Irrigation Assessment of \$175.00 per one irrigation share, as detailed in the attached Exhibit A.

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 5TH DAY OF JUNE, 2024.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

By Mayor Neil Critchlow



ATTEST

Braydee Baugh, City Recorder



EXHIBIT A

(Consolidate Fee Schedule Amendments)

****NOTE:** Amendments are depicted as follows: Additions are in green and have been underlined.
Omissions have been ~~stricken through~~ and are in red.

Utility Fees [Edit](#)

<u>Water:*</u>	
<u>Customer Type Base Rate</u>	
Residential, Multi Units, Trailers (per dwelling unit)	\$22.52
Commercial (per business connected thereto)	\$36.31
Churches	\$63.85
Schools	\$104.01
<u>Usage Fee for every 1,000 gallons used in</u>	
0 - 10,000	\$0.55
10,001 - 30,000	\$1.10
30,001 - 50,000	\$1.65
Over 50,000	\$2.20

(example - A residential user with usage of 3,000 gallons = a fee of \$24.17)

<u>Irrigation</u>	
Monthly Assessment <u>per irrigation share</u>	\$20.00
<u>Initial Irrigation Assessment per irrigation share</u>	<u>\$175.00</u>

(example – One and one-half [1.5] irrigation shares will require a Monthly Assessment of \$30.00 and an Initial Irrigation Assessment of \$262.50)



<u>Garbage:*</u>	
\$15.16/month for one can - additional \$7.58/month for additional cans.	
Property owners are required to pay the purchase costs of garbage cans (\$65.00) with Grantsville City retaining ownership of the garbage can. Grantsville City maintains and replaces garbage cans at the City's expense. (Fee is non-refundable)	
<u>Recycling:</u>	
\$6.90 for all cans.	
Cancelling of service outside of the opt-out period is \$75.00	
<u>Sewer:*</u>	
Residential	\$30.91/month
Commercial	\$27.60 base fee plus a usage fee of \$1.95/1,000 gallons of usage. (Usage is determined based on the average of usage during the winter months of November through March. If an average cannot be determined, sewage will be calculated at 2,000 gallons of usage until an average can be calculated.)
<u>Utility Set-Up Fee:</u>	
Existing Home	\$35.00
New Home (includes new garbage can)	\$100.00
<u>Returned Payment Charge</u>	\$20.00



<u>Late Fee</u>	\$10.00
<u>Shut-Off Fee</u>	\$50.00
<u>Tampering Fee</u>	\$50.00
Theft of Utility Services (Civil Penalty)	\$1,000.00 or the average of three (3) months usage (whichever is greater) plus the calculated back charges.
<u>Stand Pipe Water</u>	\$6.00 for every 1,000 gallons
<u>Field Meter</u>	\$1,600.00 deposit, \$6.00 for every 1,000 gallons used plus the field meter monthly fee.
Field Meter Monthly Fee	\$75.00 per month.
Buried, Covered or Inaccessible Meter	\$50.00 per month until uncovered.
<u>SWIMMING POOL/HOT TUB WATER FILL UP</u>	
Operator Fee	\$100.00 (After Hours - \$150.00) (Charged the day the service order is created)
Usage Fee	\$6.00 per 1,000 gallons (Will be added to the property owner's utility account on the next billing cycle)

* There will be a 2% increase annually in January for these utilities.

Agenda Item #8

Consideration of Ordinance 2024- 19
Amending Chapter 5-3 Of The
Grantsville City Code Regarding Flood
Damage Prevention Regulations



**GRANTSVILLE CITY
ORDINANCE NO. 2024-19**

**AN ORDINANCE OF THE GRANTSVILLE CITY COUNCIL AMENDING CHAPTER
5-3 OF THE GRANTSVILLE CITY CODE REGARDING FLOOD DAMAGE
PREVENTION REGULATIONS**

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

WHEREAS, the City of Grantsville (the "City") is committed to protecting the health, safety, and welfare of its residents; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has updated its guidelines and regulations regarding flood damage prevention; and

WHEREAS, it is necessary for the City to amend its flood damage prevention regulations to conform with FEMA's updated guidelines and regulations; and

WHEREAS, Chapter 5-3 of the Grantsville City Code currently contains the City's flood damage prevention regulations; and

WHEREAS, the City Council has determined that it is in the best interest of the City and its residents to amend Chapter 5-3 to ensure compliance with FEMA's updated guidelines and regulations;

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

Section 1. Amendment: Chapter 5-3 of the Grantsville City Code is hereby amended as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

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

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

**ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS
29TH DAY OF MAY, 2024.**

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

By Mayor Neil Critchlow

ATTEST

Braydee Baugh, City Recorder

Approved as to Form:

A handwritten signature in black ink, appearing to read "Dallin C. Littlefield". The signature is fluid and cursive, with the first name "Dallin" being more prominent.

Dallin C. Littlefield, Grantsville City Attorney

EXHIBIT A

(Amendments to Chapter 5-3 of the Grantsville City Code)

EXHIBIT A

BEFORE AMENDMENT

5-3-1 Methods Of Reducing Flood Losses

In order to accomplish its purposes, these regulations are intended to use the following methods:

- A. Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
- B. Require that uses vulnerable to floods, including facilities, which serve such uses, be protected against flood damage at the time of initial construction;
- C. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
- D. Control filling, grading, dredging and other development, which may increase flood damage;
- E. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

AFTER AMENDMENT

5-3-1 Methods Of Reducing Flood Losses

~~In order to accomplish its purposes, these regulations are intended to use the following methods: Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities; Require that uses vulnerable to floods, including facilities, which serve such uses, be protected against flood damage at the time of initial construction; Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters; Control filling, grading, dredging and other development, which may increase flood damage; Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.~~

SECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of Utah has in Utah Code Unannotated 10-3-701 delegated the responsibility of local government units to adopt regulations designed to minimize flood losses. Therefore, the council of Grantsville City, Utah does ordain as follows:

The City of Grantsville elects to comply with the requirements of the National Flood Insurance Act of 1968 (P.L.90-488, as amended). The National Flood Insurance Program (NFIP) is a voluntary program administered by the Federal Emergency Management Agency (FEMA), a component of the U.S. Department of Homeland Security, and Grantsville City's community officials have elected to join the program, participate, and enforce this Flood Damage Prevention Ordinance and the requirements and regulations of the NFIP. The NFIP, established in the previously mentioned act, provides that areas of Grantsville City having special flood hazard be identified by FEMA, and that floodplain management measures be applied in such flood hazard areas. Furthermore, Grantsville City may elect to administer the Flood Damage Prevention Ordinance to areas not identified as Special Flood Hazard Areas (SFHAs) by FEMA on the community's effective Flood Insurance Rate Map (FIRM), if the community has documentation to support that there is an inherent risk of flooding in such areas.

SECTION B. FINDINGS OF FACT

The flood hazard areas of Grantsville City are subject to periodic inundation by floodwaters, which results in potential loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief. All of which adversely affect the public health, safety, and general welfare of the inhabitants of Grantsville City.

These potential flood losses are caused by:

1. The cumulative effect of obstructions in floodplains that are known to cause increases in flood heights and velocities.
2. The occupancy of flood hazard areas by structures vulnerable to floods because they are inadequately elevated or otherwise unprotected from flood damages; and
3. Uses deemed unsuitable for floodplain areas or that do not account for the increased flood risk.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety, and general welfare of the community and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

1. Protect human life and health.
2. Minimize damage to public infrastructure, including but not limited to utilities, streets, and bridges that are susceptible to flooding.
3. Minimize prolonged business interruptions caused by flooding.
4. Minimize public expenditures on flood control projects.
5. Minimize the need for rescue and relief efforts associated with flooding and are generally undertaken at the expense of the public.
6. Protect and safeguard the welfare and safety of first responders should an emergency response be needed.
7. Help maintain a stable tax base by providing for the sound use and development of

- flood prone areas in such a manner as to minimize future flood blight areas; and
8. Promote that potential buyers are notified if properties are in a flood area.

SECTION D. METHODS OF REDUCING FLOOD LOSSES

To accomplish the purposes outlined in ARTICLE I SECTION C. STATEMENT OF PURPOSE, this ordinance applies the following methods:

1. Restricts or prohibits land uses that are dangerous to health, safety, or property in times of flooding, or cause excessive increases in flood heights or velocities.
2. Requires that land uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction.
3. Controls the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters.
4. Controls filling, grading, dredging, and other developments that may increase flood damage; and
5. Prevents or regulates the construction of flood barriers that will unnaturally divert floodwaters or may increase flood hazards to other lands.

SECTION 2: **AMENDMENT** “5-3-2 Definitions” of the Grantsville Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

5-3-2 Definitions

- A. Unless specifically defined below, words or phrases used in this Chapter shall be interpreted to give them the meaning they have in common usage and to give this Chapter its most reasonable application.
1. “Alluvial fan flooding” means flooding occurring on the surface of an alluvial fan or similar land form, which originates at the apex and is characterized by high-velocity flows, active processes of erosion, sediment transport and deposition and unpredictable flow paths.
 2. “Apex” means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.
 3. “Area of shallow flooding” means a designated AO, AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a one percent chance or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.
 4. “Area of special flooding hazard” is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given

year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AE, AH, AO, A1-99, VO, V1-30, VE or V.

5. "Base flood" means the flood having a one percent chance of being equaled or exceeded in any given year.
6. "Basement" means any area of the building having its floor sub grade (below ground level) on all sides.
7. "Critical Feature" means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.
8. "Development" means any man-made change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.
9. "Elevated building" means a non-basement building (i) built, in the case of a building in Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor, or in the case of a building in Zones V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the flow of the water and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters. In the case of Zones V1-30, VE, or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building," even though the lower area is enclosed by means of breakaway walls if the breakaway walls met the standards of Section 60.3(e)(5) of the National Flood Insurance Program regulations.
10. "Existing Construction" means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."
11. "Existing Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.
12. "Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the

lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads).

13. "Flood or flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters or the unusual and rapid accumulation or runoff of surface waters from any source.
14. "Flood hazard boundary map (FHBM)" means an official map of a community, issued by the Administrator and approved by the City Council, where the boundaries of the flood, mudslide (i.e., mudflow) related erosion areas having special hazards have been designated as Zones A, M, and/or E.
15. "Flood insurance rate map (FIRM)" means an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.
16. "Flood insurance study" is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the Flood Boundary-Floodway Map.
17. "Foodplain or Flood Prone Area" means any land area susceptible to being inundated by water from any source (see definition of flooding).
18. "Floodplain Management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.
19. "Floodplain management regulations" means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.
20. "Flood protection system" means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.
21. "Flood proofing" means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.
22. "Floodway (regulatory floodway)" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to

discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

23. “Functionally dependent use” means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.
24. “Highest adjacent grade” means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
25. “Historic structure - means any structure that is:
 - a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
 - b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
 - c. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
 - d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states without approved programs.
26. “Levee” means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.
27. “Levee system” means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.
28. “Lowest floor” means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.
29. “Manufactured home” means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The

- term "manufactured home" does not include a "recreational vehicle".
30. "Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.
 31. "Mean sea level" means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.
 32. "New construction" means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.
 33. "New manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.
 34. "Recreational vehicle" means a vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projections, designed to be self-propelled or permanently towable by a light duty truck and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
 35. "Start of construction" (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of a slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

36. "Structure" means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.
37. "Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
38. "Substantial improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications, which have been identified by the local code enforcement official and which are the minimum necessary conditions or (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."
39. "Variance" is a grant of relief to a person from the requirement of this ordinance when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this Chapter (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)
40. "Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) of the National Flood Program regulations, is presumed to be in violation until such time as that documentation is provided.
41. "Water surface elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

AFTER AMENDMENT

5-3-2 Definitions

- A. Unless specifically defined below, words or phrases used in this Chapter shall be interpreted to give them the meaning they have in common usage and to give this Chapter its most reasonable application.
 1. "100-Year Flood" means a flood having a recurrence interval that has a 1-percent chance of being equaled or exceeded during any given year (1-percent

- annual chance flood). The terms "100 hundred year flood" and "1 percent annual chance floor" are synonymous. The term does not imply that the flood will necessarily happen once every 100 years. Mandatory flood insurance requirements may apply.
2. "100-Year Flood Plain" means the area of land susceptible to being inundated due to the occurrence of a 1-percent annual chance flood.
 3. "500-Year Flood" means a flood having a recurrence interval that has a 0.2-percent chance of being equaled or exceeded during any given year (0.2-percent annual chance flood). The term does not imply that the flood will necessarily happen once every 500 years. Mandatory flood insurance requirements may apply.
 4. "500-Year Floodplain" means the area of land susceptible to being inundated due to the occurrence of a 0.2 percent annual chance flood.
 5. "Accessory/Appurtenant Structure" means a structure that is on the same parcel of property as a principal structure. Its use is incidental to the use of the principal structure and the ownership of the accessory structure is the same owner as the principal structure. An accessory structure is a non-residential structure of low low value that is used solely for the parking of vehicles, storage of tools, materials, and/or equipment. No human habitation is allowed within an accessory structure.
 6. "Addition" means any improvement that expands the enclosed footprint or increases the square footage of an existing structure. This includes lateral additions added to the sides, front, or rear of a structure; vertical additions on top of a structure; and enclosures added underneath a structure.
 7. "Alluvial fan flooding" means flooding occurring on the surface of an alluvial fan or similar land form, which originates at the apex and is characterized by high-velocity flows, active processes of erosion, sediment transport and deposition and unpredictable flow paths.
 8. "Apex" means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.
 9. "Area of shallow flooding" means a designated AO, AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a one percent chance or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.
 10. "Area of Special Flood-Related Erosion Hazard" means the land within a community that is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood related erosion hazard area, in preparation for publication of the FIRM, Zone E may be further refined.
 11. "Area of special flooding hazard" is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given

year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AE, AH, AO, A1-99, VO, V1-30, VE or V.

12. "Base flood" means the flood having a one-percent chance of being equaled or exceeded in any given year.
13. "Base Flood Elevation" or "BFE" means The water surface elevation of the 1-percent annual chance flood event. It is the height in relation to mean sea level expected to be reached by the water of the base flood at a pertinent points the floodplains of coastal and riverine areas. It is also the elevation shown on the FIRM and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-30, AR, V1-30, or VE that indicates the water surface elevation resulting from the flood that has a 1-percent chance of equaling or exceeding that level in any given year.
14. "Basement" means any area of the building having its floor sub grade (below ground level) on all sides.
15. "Basement Floor Elevation" means the finished floor elevation of a basement floor (if applicable) shall be established at a minimum of three (3) feet above the highest ground water level in a wet year.
16. "Best Available Data" means existing flood hazard information adopted by a community and reflected on an effective FIRM, FBFM, and/or written an FIS report; or draft or preliminary flood hazard information supplied by FEMA or from another source. Other sources may include, but are not limited to, state, other federal agencies, or local studies, the more restrictive of which would be reasonably used by the community.
17. "Building" means the same as the definition for Structure.
18. "Conditional Letter of Map Revision" or "CLOMR" means FEMA's comment on a proposed project that would, upon construction, affect the hydrologic and/or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway. The effective BFE's and/or the SFHA. The letter does not revise an effective map; it indicates whether the project, if built as proposed, would be recongnized by FEMA.
19. "Conditional Letter of Map Revision Based on Fill" or "CLOMR-F" means FEMA's comment on a proposed structure or property. The letter does not revise an effective map; it indicates whether the project, if built as proposed, would be removed from the floodplain.
20. "Crawlspace" means an under-floor space that has its interior floor area (finished or not) no more than 4 feet from the bottom floor joist of the next higher floor elevation, designed with proper openings that equalize hydrostatic pressures of flood water, and is not used for habitation.
21. "Critical Facility" means a facility or building where even a slight chance of flooding is too great a threat. Typical critical facilities include hospitals, fire stations, police stations, schools, storage of critical records, and assisted living and similar facilities.
22. "Critical Feature" -means an integral and readily identifiable part of a flood

protection system, without which the flood protection provided by the entire system would be compromised.

23. "Development" means any man-made change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.
24. "Elevated building" means a non-basement building (i) built, in the case of a building in Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor, or in the case of a building in Zones V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the flow of the water and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters. In the case of Zones V1-30, VE, or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building," even though the lower area is enclosed by means of breakaway walls if the breakaway walls met the standards of Section 60.3(e)(5) of the National Flood Insurance Program regulations.
25. "Enclosure" means an enclosed walled-in area below the lowest floor of an elevated building. Enclosures below the BFE may only be used for building access, vehicle parking, and storage.
26. "Erosion" means the process of the gradual wearing away of landmasses by wind, water or other natural agents.
27. "Existing Construction" means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."
28. "Existing Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.
29. "Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads).

30. "FEMA" means The Federal Emergency Management Agency.
31. "Fill" means the placement of materials, such as dirt, sand, or rock to elevate a structure, property, or portion of property above the natural elevation of the site, regardless of where the material was obtained from. The common practice of removing unsuitable material and replacing with engineered material is not considered fill if the elevations are returned to the existing conditions. Any fill placed or used prior to the area being mapped as a flood hazard area is not deemed as fill.
32. "Flood or flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:
- a. ~~t~~The overflow of inland or tidal waters.
 - b. ~~or t~~The unusual and rapid accumulation or runoff of surface waters from any source.
 - c. Mudslides (i.e. mudflows) that are proximately caused by flooding as defined in this ordinance and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of current.
 - d. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water. Accompanied by a severe storm, by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event, which results in flooding as defined in this ordinance.
33. "Flood hazard boundary map (FHBM)" means an official map of a community, issued by the Administrator and approved by the City Council, where the boundaries of the flood, mudslide (i.e., mudflow) related erosion areas having special hazards have been designated as Zones A, M, and/or E.
34. "Flood insurance rate map (FIRM)" means an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.
35. "Flood insurance study" is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the Flood Boundary-Floodway Map.
36. "Floodplain Development Permit" means a community issued permit or document that is used for any development that occurs within an SFHA identified by FEMA of the community. It is used to address the proposed development to ensure compliance with the community's ordinance.
37. "Floodplain or Flood Prone Area" means any land area susceptible to being inundated by water from any source (see definition of flooding).
38. "Floodplain Management" means the operation of an overall program of

- corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.
39. "Floodplain management regulations" means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.
40. "Flood Opening" means an opening in the wall of an enclosed structure that allows floodwaters to automatically enter and exit the enclosure. Refer to FEMA Technical Bulletin 1.
41. "Flood protection system" means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.
42. "Flood proofing" means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.
43. "Floodway (regulatory floodway)" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.
44. "Freeboard" means a factor of safety usually expressed in feet above flood level for purposed of flood plain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the water shed.
45. "Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.
46. "Highest adjacent grade" or "HAG" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
47. "Historic structure - means any structure that is:
- a. Listed individually in the National Register of Historic Places (a

- listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
 - c. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
 - d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - (1) by an approved state program as determined by the Secretary of the Interior, or-
 - (2) directly by the Secretary of the Interior in states without approved programs.
48. "Letter of Map Amendment" or "LOMA" means an official amendment, by letter to an effective FIRM. A LOMA establishes a property's location in relation to the SFHA. It is usually issued because a property or structure has been inadvertently mapped as being in the floodplain when the property or structure is actually on natural high ground above the BFE.
49. "Letter of Map Revision" or "LOMR" means FEMA's modification or revision to an entire or portion of the effective FIRM, or Flood Boundary and Floodway Map, or both. LOMR's are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective BFE's, or the SFHA.
50. "Letter of Map Revision Based on Fill" or "LOMR-F" means FEMA's amendment, by letter, to an effective FIRM where fill was brought in or used to elevate a property, portion of property or structure above the BFE.
51. "Levee" -means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.
52. "Levee system" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.
53. "Lowest Adjacent Grade" or "LAG" means the lowest natural elevation of the ground surface prior to construction next to the proposed walls of a structure. For an existing structure, it means the lowest point where the structure and ground touch, including but not limited to attached garages, decks, stairs, and basement windows.
54. "Lowest floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for

- parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 5-3.
55. "Manufactured home" means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".
56. "Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.
57. "Mean sea level" means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.
58. "New construction" means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.
59. "New manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale, ~~manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.~~
60. "No-Rise Certifications" means formal certifications signed and stamped by a professional engineer licensed in the State of Utah, demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that a proposed development will not result in any increase (0.00 feet) in flood levels within the community during the occurrence of a base flood event.
61. "Recreational vehicle" means a vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projections, designed to be self-propelled or permanently towable by a light duty truck and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
62. "Regulatory Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base

flood without cumulatively increasing the water surface elevation more than a designated height.

"Section 1316" means the section of the National Flood Insurance Act of 1968, as amended, which provides for the denial of flood insurance coverage for any property that the Administrator finds has been declared by a duly constituted State or local authority to be in violation of State or local floodplain management regulations. Section 1316 is issued for a property, not a property owner, and remains with the property even after a change of ownership.

63.

64. "Start of construction" (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of a slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
65. "Structure" means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.
66. "Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
67. "Substantial improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not,

however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications, which have been identified by the local code enforcement official and which are the minimum necessary conditions or (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

68. "Variance" is a grant of relief to a person from the requirement of this ordinance when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this Chapter (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)
69. "Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) of the National Flood Program regulations, is presumed to be in violation until such time as that documentation is provided.
70. "Water surface elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

SECTION 3: AMENDMENT "5-3-3 General Provisions" of the Grantsville Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

5-3-3 General Provisions

- A. Lands to which this Chapter applies: This Chapter shall apply to all areas of special flood hazard within the jurisdiction of Grantsville City, Utah.
- B. Basis for establishing the areas of Special Flood Hazard: Since areas of special flood hazard have not been identified, water surface elevations have not been provided, nor has sufficient data identifying the floodway or coastal high hazard area been provided by the Federal Emergency Management Agency (FEMA), Grantsville City shall obtain, review, and reasonably utilize data available from other Federal, State or other sources.
- C. Establishment of development permit: A Development Permit shall be required to ensure conformance with the provisions of this Chapter.
- D. Compliance: No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this Chapter and other applicable

regulations.

- E. Abrogation and greater restrictions: This Chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this Chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
- F. Interpretation: In the interpretation and application of this Chapter, all provisions shall be considered as minimum requirements, liberally construed in favor of the governing body and deemed neither to limit nor repeal any other powers granted under State statutes.
- G. Warning and disclaimer of liability: The degree of flood protection required by this Chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This Chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This Chapter shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this Chapter or any administrative decision lawfully made thereunder.

AFTER AMENDMENT

5-3-3 General Provisions

- A. Lands to which this Chapter applies: This ~~ordinance~~Chapter shall apply to all areas of special flood hazards s identified by FEMA within the jurisdiction of Grantsville City, Utah.
- B. Basis for establishing the areas of Special Flood Hazard: Since areas of special flood hazard have not been identified, water surface elevations have not been provided, nor has sufficient data identifying the floodway or coastal high hazard area been provided by the Federal Emergency Management Agency (FEMA), Grantsville City shall obtain, review, and reasonably utilize data available from other Federal, State or other sources.
- C. Establishment of development permit: A Floodplain Development Permit shall be required to ensure conformance with the provisions of this ~~ordinance~~Chapter.
- D. Compliance: No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this ~~Chapter~~ordinance and other applicable regulations.
- E. Abrogation and greater restrictions: This ~~Chapter~~ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ~~Chapter~~ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
- F. Interpretation: In the interpretation and application of this ~~Chapter~~ordinance, all provisions shall be considered as minimum requirements, liberally construed in favor of the governing body and deemed neither to limit nor repeal any other powers granted

under State statutes.

- G. Warning and disclaimer of liability: The degree of flood protection required by this Chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This ~~Chapter~~ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This Chapter shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this Chapter or any administrative decision lawfully made thereunder.

H. Severability: If any section, provisions, or portions of this ordinance is adjudged unconstitutional or invalid by a court, the remainder of the ordinance shall not be affected.

I. Stop Work Order:

1. Authority. Whenever the floodplain administrator or other community official discovers any work or activity regulated by this ordinance being performed in a manner contrary to the provisions of this ordinance, the floodplain administrator is authorized to issue a stop work order.
2. Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume.
3. Unlawful Continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by local or state law including but not limited to the penalties outlined in Section J. below (Penalties for Noncompliance).

J. Penalties for Noncompliance: In accordance with Section 59.2(b) of CFR 44, Chapter 1, of the NFIP regulation, to qualify for the sale of defederally subsidized flood insurance, a community must adopt floodplain management regulations that meet or exceed the minimum standards of Section 60. "These regulations must include effective enforcement provisions." In accordance with Section 60.1(b) of CFR 44, Chapter 1, of the NFIP regulations, "These regulations must be legally enforceable, applied uniformly throughout the community to all privately and publicly owned land within the flood-prone (i.e. mudflow) or flood-related erosion areas, and the community must provide that the regulations take precedence over less restrictive conflicting local laws, ordinances, or codes. No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established with conditions) shall constitute a Class C misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fines not more than \$750 or imprisoned for not more than 180 days, or both, for each violation assessed daily, and

in addition shall pay all costs and expenses involved in the case. Nothing contained herein shall prevent Grantsville City from taking such other lawful action as is necessary to prevent or remedy any violation.

SECTION 4: AMENDMENT “5-3-4 Administration” of the Grantsville Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

5-3-4 Administration

- A. Designation of the Floodplain Administrator: The Grantsville City Building Official as designated by Section 5-1-7 of the Grantsville City Code, is the person responsible for administering the NFIP and is hereby appointed the Floodplain Administrator to administer and implement the provisions of this Chapter and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management.
- B. Duties and Responsibilities of the Floodplain Administrator: Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:
 - 1. Maintain and hold open for public inspection all records pertaining to the provisions of this Chapter.
 - 2. Review permit application to determine whether proposed construction or other development, including the placement of manufactured homes, will be reasonably safe from flooding.
 - 3. Review, approve or deny all applications for development permits required by adoption of this Chapter.
 - 4. Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
 - 5. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.
- C. Permit procedures:
 - 1. Application for a Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

- a. Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
 - b. Elevation in relation to mean sea level to which any nonresidential structure shall be flood proofed;
 - c. A certificate from a registered professional engineer or architect that the nonresidential flood proofed structure shall meet the flood proofing criteria of Section Eight;
 - d. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development; and;
 - e. Maintain a record of all such information in accordance with paragraph B. 1. of this Section.
2. Approval or denial of a Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:
- a. The danger to life and property due to flooding or erosion damage;
 - b. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - c. The danger that materials may be swept onto other lands to the injury of others;
 - d. The compatibility of the proposed use with existing and anticipated development;
 - e. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - f. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
 - g. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
 - h. The necessity to the facility of a waterfront location, where applicable;
 - i. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
 - j. The relationship of the proposed use to the comprehensive plan for that area.

D. Appeal and variance procedures.

- 1. The Grantsville City Board of Appeals established pursuant to the provisions of Section 5-2-5 of the Grantsville City Code is hereby designated as the Appeal Board to hear and render judgment on appeals and requests for a variance from the requirements of this Chapter.
- 2. The Board of Appeals shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this Chapter.

3. Any person or persons aggrieved by the decision of the Board of Appeals may appeal such decision to the Third District Court. Any appeal must be filed with the Grantsville City Recorder and the Clerk of the Third District Court in writing within thirty (30) days of the decision of the Board of Appeals. An appeal to the District Court shall be an appeal based upon the record of the Board of Appeals hearing and a trial de novo shall not be allowed. No claims on appeal may be considered, unless the same claim were raised and addressed by the Board of Appeals.
4. The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report all decisions of the Board of Appeals to the Federal Emergency Management Agency upon request.
5. Variances may be issued by the Board of Appeals for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this Chapter.
6. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in paragraph C. of this Section have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
7. Upon consideration of the factors noted above and the intent of this Chapter, the Board of Appeals may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this Chapter including the Purpose Statement in the ordinance that adopted this Chapter.
8. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
9. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
10. Prerequisites for granting variances:
 - a. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - b. Variances shall only be issued upon, a showing of good and sufficient cause; a determination that failure to grant the variance would result in exceptional hardship to the applicant, and a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - c. Any application to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest

floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

11. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the criteria outlined in paragraph D. 1-9 of this Section are met, and the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

AFTER AMENDMENT

5-3-4 Administration

- A. Designation of the Floodplain Administrator: The Grantsville City Building Official as designated by Section 5-1-7 of the Grantsville City Code, is the person responsible for administering the NFIP and is hereby appointed the Floodplain Administrator to administer and implement the provisions of this Chapter and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management.
- B. Duties and Responsibilities of the Floodplain Administrator: Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:
 1. Uphold the goals of the community and the NFIP to reduce the risk when possible and increase the community's resistance to future disasters.
 2. Maintain and hold open for public inspection all records pertaining to the provisions of this ~~Chapter~~ ordinance, including that actual elevation of the lowest floor (including basement or crawlspace) of all new or substantially improved structures and any floodproofing certificates, including the data supporting such certificates.
 3. Maintain and hold open for public inspection, maps that identify and locate the boundaries of the SFHEs to which this ordinance applies, including, but not limited to, the FIRM.
 4. Review ~~permit application~~ development proposals to determine whether proposed construction or other development, including the placement of manufactured homes, will be reasonably safe from flooding.
 5. Review, approve or deny all applications for development permits required by adoption of this Chapter.
 6. Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334 and the Endangered Species Act of 1973) from which prior approval is required.
 7. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

8. Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is the Utah Division of Emergency Management (DEM), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to FEMA.

9. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.

10. When BFE data has not been provided by FEMA, the Floodplain Administrator shall obtain, review, and reasonably utilize any BFE data and floodway data available from a federal, state, or other source including data provided by the applicant, in order to administer the provisions of this ordinance.

C. Permit procedures:

1. Application for a Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

- a. Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
- b. Elevation in relation to mean sea level to which any nonresidential structure shall be flood proofed;
- c. A certificate from a registered professional engineer or architect that the nonresidential flood proofed structure shall meet the flood proofing criteria of Section Eight;
- d. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development; and;
- e. Maintain a record of all such information in accordance with paragraph B. 1. of this Section.

2. Approval or denial of a Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:

- a. The danger to life and property due to flooding or erosion damage;
- b. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
- c. The danger that materials may be swept onto other lands to the injury of others;
- d. The compatibility of the proposed use with existing and anticipated development;
- e. The safety of access to the property in times of flood for ordinary and emergency vehicles;

- f. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
- g. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
- h. The necessity to the facility of a waterfront location, where applicable;
- i. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
- j. The relationship of the proposed use to the comprehensive plan for that area.

D. Appeal and variance procedures.

1. The Grantsville City Board of Appeals established pursuant to the provisions of Section 5-2-5 of the Grantsville City Code is hereby designated as the Appeal Board to hear and render judgment on appeals and requests for a variance from the requirements of this Chapter.
2. The Board of Appeals shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ~~ordinance~~Chapter.
3. Any person or persons aggrieved by the decision of the Board of Appeals may appeal such decision to the Third District Court. Any appeal must be filed with the Grantsville City Recorder and the Clerk of the Third District Court in writing within thirty (30) days of the decision of the Board of Appeals. An appeal to the District Court shall be an appeal based upon the record of the Board of Appeals hearing and a trial de novo shall not be allowed. No claims on appeal may be considered, unless the same claim were raised and addressed by the Board of Appeals.
4. The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report ~~all decisions of the Board of Appeals~~variances to the Federal Emergency Management Agency and the State Coordinating Agency upon issuing a variance~~request~~.
5. Variances may be issued by the Board of Appeals for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this ~~Chapter~~ordinance.
6. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in paragraph C. of this Section have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
7. Upon consideration of the factors noted above and the intent of this ~~Chapter~~ordinance, the Board of Appeals may attach such conditions to the

granting of variances as it deems necessary to further the purpose and objectives of this ~~Chapter~~ordinance including the Purpose Statement in the ordinance that adopted this ~~Chapter~~ordinance.

8. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
9. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
10. Prerequisites for granting variances:
 - a. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - b. Variances shall only be issued upon, a showing of good and sufficient cause; a determination that failure to grant the variance would result in exceptional hardship to the applicant, and a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - c. Any application to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
11. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the criteria outlined in paragraph D. 1-9 of this Section are met, and the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.
12. The term "substantial improvement", as it is used in this section, does not include an alteration of a structure or facility listed on the National Register of Historic Places or a State Inventory of Historic Places.

SECTION 5: **AMENDMENT** "5-3-5 Provisions For Flood Hazard Reduction" of the Grantsville Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

5-3-5 Provisions For Flood Hazard Reduction

- A. General standards: In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:
1. All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 2. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
 3. All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
 4. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
 5. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
 6. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,
 7. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
- B. Standards for subdivision proposals:
1. All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with the findings of fact and statement of purpose cited in the Ordinance that adopted this Chapter and in Section 5-3-1 herein.
 2. All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Development Permit requirements of Section 5-3-3 C., 5-3-4 C., and 5-3-5 of this Chapter.
 3. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
 4. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

AFTER AMENDMENT

5-3-5 Provisions For Flood Hazard Reduction

- A. General standards: In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

1. All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
2. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
3. All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
4. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
5. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
6. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,
7. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

B. Standards for subdivision proposals:

1. All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with the findings of fact and statement of purpose cited in the Ordinance that adopted this Chapter and in Section 5-3-1 herein.
2. All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Development Permit requirements of Sections 5-3-3 C., 5-3-4 C., and 5-3-5 of this ~~Chapter~~ Ordinance.
3. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
4. BFE data shall be generated for subdivision proposals and other proposed developments including the placement of manufactured home parks and subdivisions, which is greater than 50 lots or 5 acres, or whichever is lesser.
5. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

SECTION 6: AMENDMENT “5-3-7 Enforcement And Penalty” of the Grantsville Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

5-3-7 Enforcement And Penalty

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this Chapter and other applicable regulations. Violation of the provisions of this Chapter by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions shall constitute a Class “C” Misdemeanor, with a fine not more than seven hundred fifty dollars or by imprisonment for a period not longer than three months or both such fine and imprisonment, together with any other surcharges and assessments as provided for by law. Every day a violation of this Chapter shall continue, shall constitute a separate offense. Nothing herein contained shall prevent Grantsville City from taking such other lawful action as may be necessary to prevent or remedy an violation.

AFTER AMENDMENT

5-3-7 Enforcement And Penalty

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this Chapter and other applicable regulations. Violation of the provisions of this Chapter by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions shall constitute a Class “C” Misdemeanor, with a fine not more than seven hundred fifty dollars or by imprisonment for a period not longer than three months or both such fine and imprisonment, together with any other surcharges and assessments as provided for by law. Every day a violation of this Chapter shall continue, shall constitute a separate offense. Nothing herein contained shall prevent Grantsville City from taking such other lawful action as may be necessary to prevent or remedy ~~an~~ violation.

Agenda Item #9

Consideration of Ordinance 2024-20
Ordinance Of The Grantsville City
Council Rezoning Certain Parcels From
Agricultural (A-10) To Residential (R-1-
21) And Amending The Grantsville City
General Plan Future Land Use Map



**GRANTSVILLE CITY
ORDINANCE NO. 2024-20**

**AN ORDINANCE OF THE GRANTSVILLE CITY COUNCIL REZONING CERTAIN
PARCELS FROM AGRICULTURAL (A-10) TO RESIDENTIAL (R-1-21) AND
AMENDING THE GRANTSVILLE CITY GENERAL PLAN FUTURE LAND USE MAP**

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

WHEREAS, the Planning Commission of Grantsville City has recommended the approval of a General Plan Amendment and a Rezone for the property known as Durfee Landing, approximately located at 1350 W. Main Street, Grantsville, Utah; and

WHEREAS, a public hearing was held on May 16, 2024, to consider the amendment to the General Plan and the rezone of the property from Agricultural (A-10) to Residential (R-1-21); and

WHEREAS, the proposed rezone and General Plan amendment were recommended for approval by the Grantsville City Planning Commission as noted in the minutes of the Regular Meeting held on May 16, 2024, as documented in Exhibit B; and

WHEREAS, the Staff Report prepared for the City Council Meeting dated June 5, 2024, as documented in Exhibit A, supports the rezone based on compatibility with adjacent zoning and community desires expressed during public hearings;

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

Section 1. General Plan Amendment: The Future Land Use Map of the Grantsville City General Plan is hereby amended to reflect a change from Rural Residential (RR-1) to Residential (R-1-21) for the property identified by Parcel ID(s): 01-065-0-0067, as detailed in Exhibit A.

Section 2. Rezoning: The zoning designation for Parcel No. 01-065-0-0067 located at approximately 1350 West Main Street, Grantsville, Utah, is hereby amended from Agricultural (A-10) to Residential (R-1-21), as detailed in Exhibit A.

Section 3. Effective Date: This Ordinance shall take effect immediately upon its passage and approval as provided by law.

Section 4. Severability clause: If any part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all provisions, clauses and words of this Ordinance shall be severable.

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS
5TH DAY OF JUNE, 2024.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

By Mayor Neil Critchlow

ATTEST

Braydee Baugh, City Recorder

Approved as to Form:



Dallin C. Littlefield,
Grantsville City Attorney

EXHIBIT A

(Staff Summary Report and Recommendation)

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



Permit # 2024019

Durfee Landing Property General Plan Amendment & Rezone Staff Report Summary and Recommendation

Parcel ID(s): 01-065-0-0067

Meeting Date: June 5, 2024

Public Hearing Date:

May 2, 2024 (Rezone)

May 16, 2024 (General Plan)

Property Address: Approx. 1350 West Main Street

Current Zone: A-10

Proposed Zone: R-1-21 Residential

Total Acreage: 35 acres

Applicant Name: Lance Ford

Request: Rezone

Prepared By: Cavett Eaton and Shay Stark

Planning Staff Recommendation:

The Applicant initially presented before the Planning Commission with a concept proposing a mixed commercial and residential project. This property has been discussed in Concept Plan presentations on September 21st, 2023, and January 18th, 2024. On March 21st, 2024, an application for rezone from A-10 to CG was presented to the Planning Commission. A public hearing was held in the same meeting. This application for rezone to CG was submitted by the applicant based upon the feedback which had been received in previous Planning Commission conceptual discussions.

In the March 21st meeting of the Grantsville City Planning Commission, there were comments from neighboring landowners requesting this property be developed as residential. The sentiments of the Planning Commissioners present were commercial was not the correct use of this land at this time.

The Applicant has considered these comments and sentiments and is proposing to re-zone this 35 acre parcel to an R-1-21 Zoning District, which requires residential lots to be a minimum of ½ acre or 21,780 square feet.

While the rezone was up for public hearing at the May 2nd meeting, the Future Land Use Map in the Grantsville General Plan must also be amended for this property to change from Rural Residential 1 to Low Density Residential. The amendment to the General Plan requires a separate public hearing to be held on May 16th. Because of the need to hold a public hearing to amend the General Plan, both items were on the May 2nd agenda for discussion only. See the below section from that discussion on the pending meeting minutes:

“Commission Chair Barchers noted that himself and the Planning Commission have no issues with this as proposed, moving to R-1-21. He asked if this could be moved to an action item to be voted on. Aqua Consultant Shay Stark was present to speak on this item. He noted that the General Plan Amendment has not yet had a public hearing. He stated this must be done before this item can be approved, and therefore cannot be moved to an action item during this meeting.

Nate Brusik was present to answer questions on this item. He noted that he is the nephew of the property owner, Bob Durfee. Commissioner Hall noted that at the previous meeting there was discussion about providing water, and stated that when developments are brought in the developers are required to provide the water. Commission Chair Barchers stated that if they could vote on this agenda item and agenda item number 3, they would be recommended for approval.”

The General Plan Amendment and the Rezone were recommended for approval by the Planning Commission on May 16th. See the below section from that vote on the pending meeting minutes:

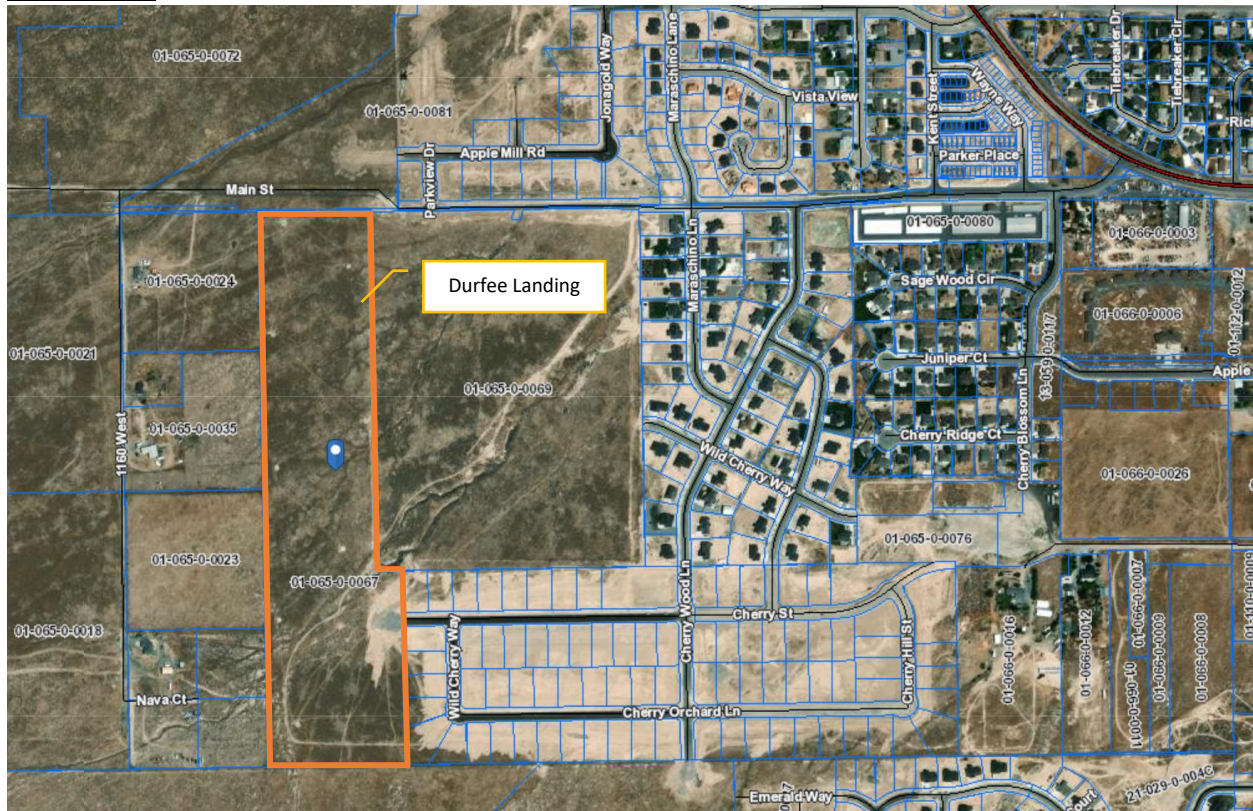
“Rick Barchers made a motion to recommend approval of the proposed amendment to the Grantsville City General Plan, Future Land Use Map, for the property located at approximately 1350 W. Main St. to change from a Rural Residential – 1 designation to a Low Density Residential designation, which will allow for the rezoning of the parcel to the R-1-21 District. Derek Dalton seconded the motion. The vote is as follows: Derek Dalton “Aye,” Kevin Hall “Aye,” Jeff Downward “Aye,” Rob Jaterka “Aye,” Rick Barchers “Aye.” The motion carried unanimously.”

“Kevin Hall made a motion to recommend approval of the proposed Rezone of Durfee Landing from zoning designation A-10 to R-1-21, located at approximately 1350 W. Main St. Jeff Downward seconded the motion. The vote is as follows: Derek Dalton “Aye,” Kevin Hall “Aye,” Jeff Downward “Aye,” Rob Jaterka “Aye,” Rick Barchers “Aye.” The motion carried unanimously.”

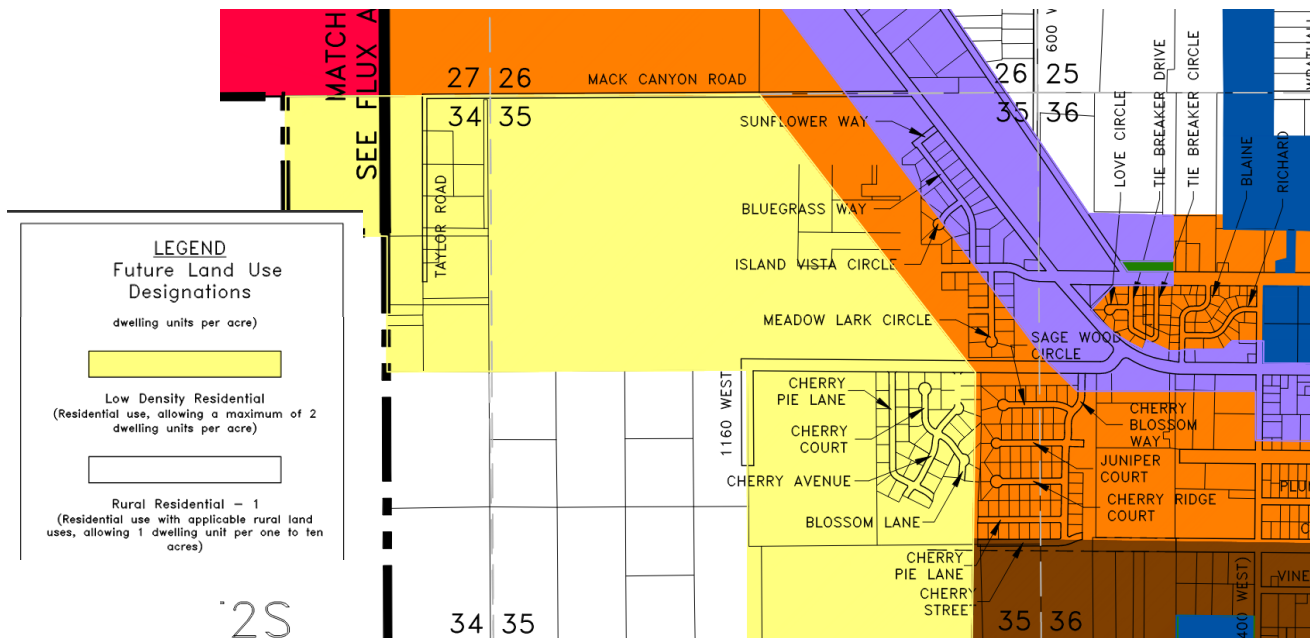
Recommendation: Staff recommends that if the public comments are generally in favor of the proposed action, Planning Commission take favorable action on the General Plan Amendment and Rezone. This recommendation is based upon the fact the amendment to the proposed designation of low density residential on the Future Land Use Map will then allow for a rezone of the property to R-1-21 which fits with the zoning of the properties to the north and east of the subject property. This Staff recommendation for rezone reflects this application to rezone the property to R-1-21 is based upon both the public’s and Planning Commission’s expressed desire, as discussed in public meetings, for this property to be developed as residential property similar to surrounding zoning.

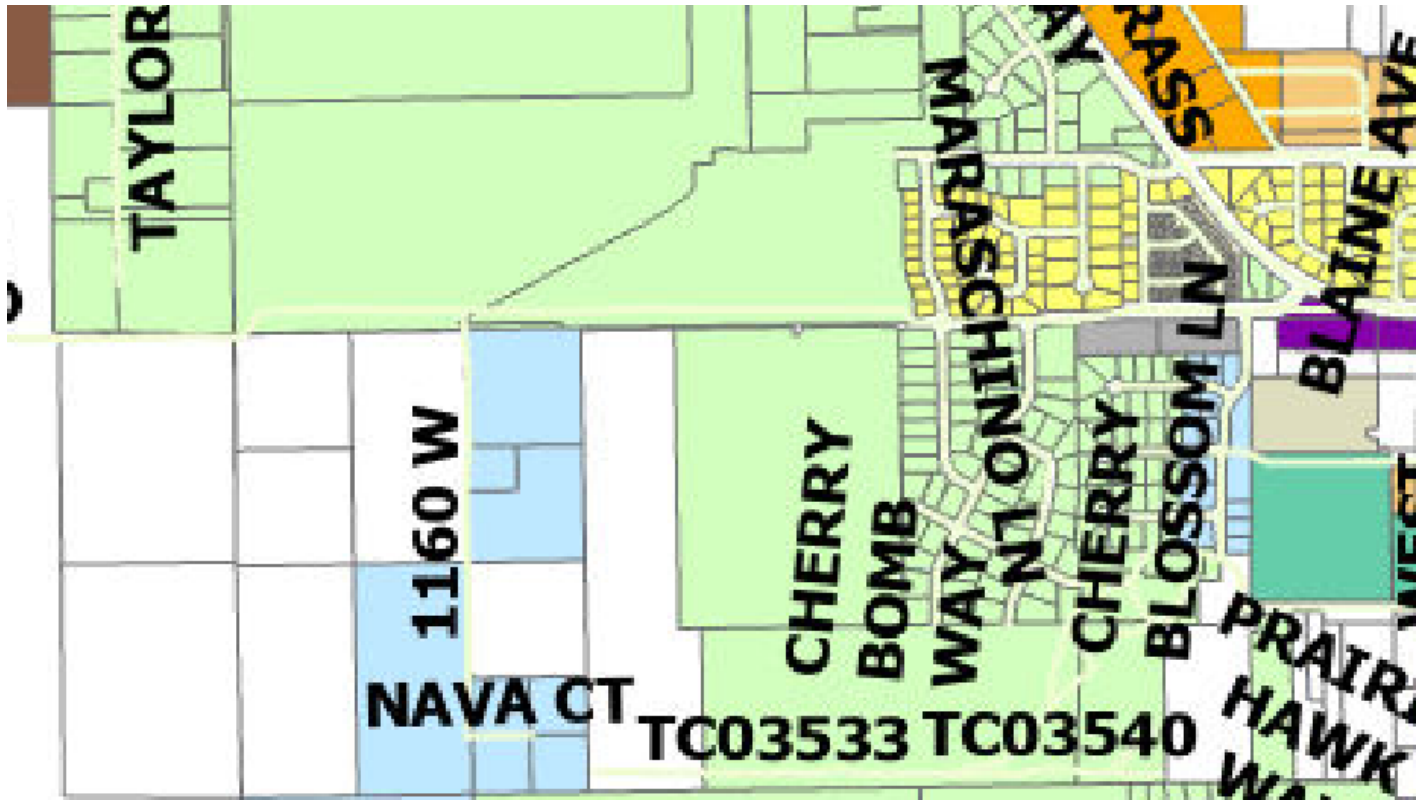
SITE & VICINITY DESCRIPTION

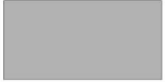
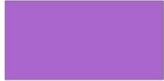
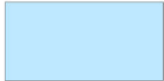
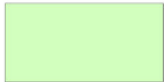
Arial View



Future Land Use



Current Zoning Map**ZONING DISTRICTS**

	A-10		CN
	RR-5		CS
	RR-2.5		CG
	RR-1		CD
	R-1-21		MD

Zoning Key

NEIGHBORHOOD RESPONSE

Radius Report for Rezone to commercial for March 21st, 2024 meeting sent March 11th, 2024. City Staff have received several responses to this public notice. Letters received were forwarded to our Planning Commission and several citizens stood and shared their response to the Commercial Re-zone Application at the public hearing on March 21st, 2024.

No public comments were received via email or in person for the public hearing on May 2nd, 2024 regarding the rezone to R-1-21. No public comments were received for the public hearing on May 16th, 2024 regarding the General Plan Amendment.

STAFF ANALYSIS AND COMMENTS

Background:

In response to public and Planning Commission comments as various concepts and application proposing to rezone the property to CG for the Durfey Landing property, the owner has applied for rezone of the property to R-1-21. It should be noted that through this process the applicant has been very receptive in working with the City Staff and Planning Commission to try to apply the comments provided as feasible.

The Planning Commission received this proposal favorably on May 2nd and noted their informal approval. The General Plan Amendment is up for public hearing and consideration at this meeting, and the Rezone is up for consideration.

Existing Land Use: Mainly open space with scattered Dwellings on large lots (10, 8.6 & 1.3 acres) to the West of this property. Main Street to the East contains several businesses (Storage Star, West Side Auto, Others)

Existing Zoning: Currently this lot is zoned A-10. Other Zoning Districts surrounding ~~around~~ this parcel are R-1-21 and RR-1. Properties further to the East (on Main Street) are zoned CS.

Proposed Zoning R-1-21 Requirements: Grantsville Land Use Development and Management Code (GLUDMA) Chapter 15 Residential and Multiple Residential Districts

15.1 Residential District R-1-21

(1) The purpose of the R-1-21 district is to promote environmentally sensitive and visually compatible development of lots not less than 21,780 square feet in size, suitable for rural locations. The district is intended to minimize flooding, erosion, and other environmental hazards; to protect the natural scenic character; to promote the safety, and well-being of present and future residents; and ensure the efficient expenditure of public funds.

Minimum Lot Size: 21,780 sq. feet (1/2 acre)

Lots shall comply with Chapter 4: Supplementary and Qualifying Regulations – Section 4.5: Lots Standards and Street Frontage.

Minimum Frontage (at the property line on a public street or an approved private street) 70 feet

Minimum Yard Setback Requirements: Front Yard 40 feet.

Rear Yard 30 feet

Side Yard for Main Buildings 5*/15 feet

Side Yard (Amended 4/98) 4 feet*

Rear Yard for Accessory Buildings 1 foot*

On corner lots, 2 front yards and 2 side yards are required.

*Setback shall be as listed or match the easement width, whichever is greater

Maximum Building Height 35 feet,
or a basement and two (2) floors, whichever is less

Maximum Building Coverage 20%

EXHIBIT B

(Planning Commission Minutes)

Action Summary:

Agenda Item	Item Description	Action
#1	Sportsman Permit/ CUP for Leisa & Ross Lingwall	Approved with conditions.
#2	General Plan Amendment for Durfee Landing- Consideration	Recommended for approval.
#3	Rezone for Durfee Landing- Consideration	Recommended for approval.
#4	Minutes from 3/21/2024 Regular Meeting- Consideration	Approved.

**MINUTES OF THE GRANTSVILLE CITY PLANNING COMMISSION, HELD ON
MAY 16, 2024 AT THE GRANTSVILLE CITY HALL, 429 EAST MAIN STREET,
GRANTSVILLE, UTAH AND ON ZOOM. THE MEETING BEGAN AT 7:00 P.M.**

Commission Members Present: Chair: Rick Barchers, Vice-Chair: Derek Dalton, Kevin Hall, Rob Jaterka, Jeff Downward

Appointed Officers and Employees Present: Public Works Deputy Director Christy Montierth, Zoning Administrator Shelby Moore, Community and Economic Development Administrative Assistant Jaina Bassett, Planning Advisor Gary Pinkham, City Manager Jesse Wilson, City Council Liaison Rhett Butler, Police Sergeant Kelsie Creek

On Zoom: City Engineer Robert Rousselle, City Attorney Dallin Littlefield

Citizens and Guests Present: Michael Vanwyck, Ross and Leisa Lingwall, Tom and Brittney Webb, Nate Brusik

Commission Chairman Rick Barchers called the meeting to order at 7:00 PM.

PUBLIC NOTICE

The Grantsville City Planning Commission will hold a Regular Meeting at 7:00 p.m. on Thursday, May 16, 2024 at 429 East Main Street, Grantsville, UT 84029. The agenda is as follows:

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

- a) Proposed amendment to the Grantsville City General Plan and Future Land Use Map, for the property located at approximately 1350 W. Main St. from a Rural Residential (RR-1) designation to a Residential (R-1-21) designation.**

No comments were made.

AGENDA

1. Consideration of the proposed Sportsman Permit/ Conditional Use Permit for Leisa and Ross Lingwall, located at 189 E. Elisabeth Cv.

Commissioner Jeff Downward recused himself from this discussion and vote, as the applicant is his family member.

Leisa and Ross Lingwall were present to speak on this item. It was clarified that the backyard is fully fenced, and pictures were provided proving this. Mr. and Ms. Lingwall noted that the kennel currently in the yard is for the dogs to use the restroom, until they can fix their retention pond issues.

Commissioner Kevin Hall stated that he feels we need to be mindful of the neighbors and their concerns. He noted that he believes the City ordinance needs to be revised, so that there is a different process and permit for sporting dogs versus family pets. He stated that he is against a Sportsman permit to allow 5 dogs at the home, without more definition and clarity in the City code.

Commissioner Rob Jaterka commended the applicant for working through the correct process. He noted that he appreciates them fully fencing their yard and coming before the Planning Commission for approval.

City Attorney Dallin Littlefield was present on Zoom and spoke to the conditions in the City Code related to Sportsman permits and nuisances.

Chairman Barchers noted that the conditions listed in the Staff report state that the review be done by the Zoning Administrator when complaints are received, but that he would like this permit to come back before the Planning Commission if that happens instead.

Derek Dalton made a motion to approve the proposed Sportsman Permit/ Conditional Use Permit for Leisa and Ross Lingwall, located at 189 E. Elisabeth Cv. with the conditions listed in the staff report and the modification that it returns to the Planning Commission for review, if complaints are received and determined to be legitimate by the Police Department. Rob Jaterka seconded the motion. The vote is as follows: Derek Dalton “Aye,” Kevin Hall “Nay,” Rob Jaterka “Aye,” Rick Barchers “Aye.” The motion carried.

2. Consideration of the proposed amendment to the Grantsville City General Plan and Future Land Use Map, for the property located at approximately 1350 W. Main St. from a Rural Residential (RR-1) designation to a Residential (R-1-21) designation.

No discussion took place for this item.

Rick Barchers made a motion to recommend approval of the proposed amendment to the Grantsville City General Plan, Future Land Use Map, for the property located at approximately 1350 W. Main St. to change from a Rural Residential – 1 designation to a Low Density Residential designation, which will allow for the rezoning of the parcel to the R-1-21 District. Derek Dalton seconded the motion. The vote is as follows: Derek Dalton “Aye,” Kevin Hall “Aye,” Jeff Downward “Aye,” Rob Jaterka “Aye,” Rick Barchers “Aye.” The motion carried unanimously.

3. Consideration of the proposed Rezone of Durfee Landing from zoning designation A-10 to R-1-21, located at approximately 1350 W. Main St.

No discussion took place for this item.

Kevin Hall made a motion to recommend approval of the proposed Rezone of Durfee Landing from zoning designation A-10 to R-1-21, located at approximately 1350 W. Main St. Jeff Downward seconded the motion. The vote is as follows: Derek Dalton “Aye,” Kevin Hall “Aye,” Jeff Downward “Aye,” Rob Jaterka “Aye,” Rick Barchers “Aye.” The motion carried unanimously.

4. Approval of minutes from the March 21, 2024 Planning Commission Regular Meeting.

Commissioner Rob Jaterka recused himself from this vote, as he was not in attendance at the March 21, 2024 meeting.

Kevin Hall made a motion to approve the minutes from the March 21, 2024 Planning Commission Regular Meeting. Derek Dalton seconded the motion. The vote is as follows: Derek Dalton “Aye,” Kevin Hall “Aye,” Jeff Downward “Aye,” Rick Barchers “Aye.” The motion carried unanimously.

5. Report from City Council liaison Rhett Butler.

City Council liaison Rhett Butler was present. He presented the banner signs that were received, for public noticing. The Planning Commissioners expressed their appreciation for this. Mr. Butler noted that the fee for these signs was approved at the City Council meeting the previous night.

Mr. Butler noted that The Highlands PUD was approved at the same City Council meeting the previous night, as well as the Annexation of the Deseret project.

6. Adjourn.

Kevin Hall made a motion to adjourn. Rob Jaterka seconded the motion. The vote is as follows: Derek Dalton “Aye,” Kevin Hall “Aye,” Jeff Downward “Aye,” Rob Jaterka “Aye,” Rick Barchers “Aye.” Motion carried unanimously. The meeting ended at 8:03PM.

Agenda Item #10

Consideration of Ordinance 2024-21
amending City Code 7-1-27 To Include
A Requirement That An Initial Irrigation
Assessment Must Be Paid Before An
Occupancy Permit May Issue



**GRANTSVILLE CITY
ORDINANCE NO. 2024-**

**AN ORDINANCE OF GRANTSVILLE CITY AMENDING CITY CODE 7-1-27 TO
INCLUDE A REQUIREMENT THAT AN INITIAL IRRIGATION ASSESSMENT
MUST BE PAID BEFORE AN OCCUPANCY PERMIT MAY ISSUE**

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

WHEREAS, the City of Grantsville finds it necessary to update and amend its regulations regarding water rates and charges to ensure assessments and other fees are timely received; and

WHEREAS, the City of Grantsville has determined that it is in the best interest of its residents to adopt clear and consistent policies for utility accounts and associated fees; and

WHEREAS, the City Council has reviewed the proposed amendment as outlined in Exhibit A;

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

Section 1. Amendment of Grantsville City Code 7-1-27: Grantsville City Code 7-1-27 is hereby amended as depicted in Exhibit A, which is attached hereto and incorporated herein by reference.

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

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

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS
5TH DAY OF JUNE, 2024.

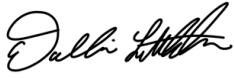
BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

By Mayor Neil Critchlow

ATTEST

Braydee Baugh, City Recorder

Approved as to Form:

A handwritten signature in black ink, appearing to read "Dallin C. Littlefield". The signature is fluid and cursive, with the first name "Dallin" being more prominent.

Dallin C. Littlefield, Grantsville City Attorney

EXHIBIT A

(Amendment to Grantsville City Code 7-1-27)

****NOTE:** Amendments are depicted as follows: Additions are in green and have been underlined.
Omissions have been ~~stricken through~~ and are in red.

7-1-27 Water Rates; Extension Of Existing City Lines; Water And Sewer Charges To Constitute One Charge

1. All residents or entities connected to the City's culinary water system shall pay these charges in the amount set forth by resolution of the City Council or by the private irrigation company. Each resident or entity establishing a new utility account with the City, shall pay a \$35.00 setup fee. Additionally, each resident or entity establishing a new utility account with the City for any irrigation shares shall pay an Initial Irrigation Assessment per irrigation share according to the Consolidated Fee Schedule. An Occupancy Permit described in section 1.15 of the The Land Use Development and Management Code of Grantsville City shall not be issued prior to the payment of said Initial Irrigation Assessment. Any other ~~charges~~ for culinary water or a secondary irrigation assessment specified in the Consolidated Fee Schedule shall be paid for by the owner, lessee or occupant of the property, each month on the regular water and sewer utility bill or by direct billing, if other City services are not being provided by the City. Each bill shall show separately the amount of the water service charges or irrigation assessment, separate from other charges, but the total thereof shall be considered one charge for the combined use of the water, sewer or garbage collection service. The portion of the bill rendered for water service cannot be paid separately from the portion rendered for other City services.
2. The Mayor or the Mayor's designee may waive or defer the payment of the charges for residential culinary water, for needy persons who are not reasonably capable of paying these charges, for such periods of time as may be deemed proper or necessary. Any time the Mayor's designee waives or defers payments under this Section, he or she shall timely report said deferral or waiver to the Mayor.
3. Payments for culinary water or for other City services are due at the Grantsville City Offices on the 20th day of the month following issuance of the billing. A \$10.00 late fee shall be added to all delinquent accounts at the time the next months service billing is prepared by the City. In the event that the culinary water, garbage or sewer charges or late fees or any portion thereof are not paid in full within thirty (30) days after the due date, culinary water service may be discontinued. Before the water shall be turned on again, all delinquent culinary, secondary irrigation assessments, garbage or sewer charges, late fees, interest charges and a \$50.00 reconnection fee to cover the expenses of restoring water service shall be paid in full to the City. In the event a deposit has been made securing the payment of charges for City services,

said deposit may be forfeited to the City in the amount delinquent and due the City. The Mayor or the Mayor's designee may waive late fees and interest charges if he or she determines that there is good cause for the waiver of said charge. If any account remains delinquent over sixty (60) days after the due date, the City may in addition to discontinuing water service, initiate legal proceedings to collect the delinquent amounts. If an account is referred to the City Attorney in order to collect the delinquency, the City shall also be entitled to collect reasonable attorneys fees and costs, even if a lawsuit has not been filed. In addition to the foregoing late fees and costs, the City may also charge interest on the delinquent account at the rate of 1.5 percent per month, commencing after the account is sixty (60) days delinquent.

4. If bulk water is purchased directly from the City, payments for said water shall be paid at the time that said water is acquired or if permitted by the City a billing may be submitted to the purchaser on a monthly basis, which shall be paid on the same basis as other billings for water service. Each person or entity establishing a new bulk water account with the City, shall pay a \$75.00 refundable deposit, which shall be returned when the account is closed and provided there are no delinquencies on the account at that time. Payments for bulk water are due at the Grantsville City Offices on or before the 20th day of each month following issuance of the billing. A \$10.00 late fee shall be added to all delinquent accounts. The Mayor or Mayor's designee may waive late and interest fees if he or she determines that there is good cause for the waiver of said charge. In the event a deposit has been made securing the payment of charges for City services, said deposit may be forfeited to the City in the amount delinquent and due the City. If any account remains delinquent over sixty (60) days after the due date, the City may initiate legal proceedings to collect the delinquent account. If a delinquent account is referred to the City Attorney in order to collect the delinquency, the City shall also be entitled to collect reasonable attorneys fees and costs, even if a lawsuit has not been filed. In addition to the foregoing late fees and costs, the City may also charge interest on the delinquent account at the rate of 1.5 percent per month, commencing after the account is sixty (60) days delinquent.
5. Culinary water billings shall be based on the actual meter readings for the first and last months that an account is open, if open for less than a full month. If an account is to remain open, but the residence or building will be vacant for more than one month, the owner, lessee, or occupant of the residence shall give prior written notice to the City, so that no culinary water fees are charged during that month.
6. All impact fees, connection fees and costs of materials and installation shall be paid to the City in advance of any installation of culinary water service.

Agenda Item #11

Discussion regarding the cost and design proposal for Matthews Lane and Durfee Street Intersection

May 31, 2024

Jesse Wilson, City Manager
GRANTSVILLE CITY
429 East Main Street
Grantsville, UT 84829

Transmitted via email: jwilson@grantsvilleut.gov

RE: Matthews Lane Design Proposal – Grantsville, UT

Jesse,

Thank you for considering Ensign for this project. Following is our proposal to provide engineering services to complete the design of Matthews Lane, Main Street (SR-138) and Durfee Street along the M&M Matthews Properties LLC property's.

Project Understanding

We understand the project consists of the design (meeting Grantsville City standards) and construction of approximately 2,800 feet of a 73-foot-wide right-of-way (ROW) collector street for Matthews Lane and approximately 1400-feet of a 90-foot-wide right-of-way (ROW) for Durfee Street with approximately 600-feet of the ROW completed along the LDS church's frontage. In October 2023, Ensign completed a boundary survey and alignment for Matthews Lane along the frontage of the Family Dollar. Based on this boundary survey the ROW in this area varies.

Based on past projects in Grantsville City, an additional geotechnical investigation will be anticipated.

The following project scope of work and fee is provided based on our understanding of the work through communication with City staff.

Project Scope of Work

Ensign will perform the following tasks as listed below:

Supplemental Topographic Roadway and Utility Mapping Survey

Accurate site information is essential to properly plan and design Matthews Lane along with Durfee Street. It is important to survey the existing topography but to also map all surface features accurately, and improvements, including existing fences; trees; driveways; drainage culverts; fire hydrants; valves; meters; sewer manholes; gas mains and laterals; power and communication utility boxes; and poles and mail boxes within the Matthews and Durfee Streets existing and future ROW. The depth to water lines, sewer, and storm drain culverts will also be mapped in order to maintain proper burial with the final road grade. Ensign already has alignment, boundary, and some existing topographic survey information for Matthews Lane. Ensign will obtain supplemental topographic survey utilizing conventional GPS surveying for this effort.

Design and Construction Documents

- Evaluate existing conditions and drainage.
- Prepare preliminary drawings of street improvements (plan view only) for review with City staff.
- Prepare drainage analysis, including handling cross drainages from south to north, providing interceptor channels and cross drain culverts as required to protect new roadway.
- Prepare final 20 scale drawings of street improvements, including storm drain system, raising sewer manholes and watermain valve boxes to new roadway finish grades, curb cuts, extensions to existing driveways and relocation of existing utilities and fences as required
- Prepare a Project Manual complete with bidding, contract, conditions to the contract, technical specifications, and drawings to define and control the work.
- It is our understanding that Grantsville Public Works Department will provide design review and day to day inspections of the project.
- Prepare an engineer's opinion of probable costs using the Project bid schedule.

Deliverables: Project Manual, Drainage Analysis, Engineer's Opinion of Probable Costs

UDOT Permit:

An access permit will need to be obtained by the owner for the anticipated roadway access to Main Street. Drawings will need to be prepared and a review process will need to occur with the Utah Department of Transportation. Our drawings will need to be approved by UDOT. Ensign will provide drawings and documents as needed to facilitate this process. Note the final permit will be applied for and provided to the City as UDOT will only review and approve our drawings and not provide the actual construction permits. This will include the following items:

- Overall Site Plan – This plan will show the greater area surrounding the access point along with other existing access point and how they relate to each other.
- Detailed shoulder improvement plans – These plans will show proposed shoulder design grades and improvements.
- Improvement, signing, and striping plan – These plans will show roadway widening improvements, new access points, and proposed signing and striping.
- Details – We will prepare a detail sheet of the UDOT applicable details that are necessary for our project improvements.

- Note that this does not include signal design, an impact study or impact request or access agreements.

Costs

Costs include the work required to complete the scope of work as described herein. Ensign proposes to invoice Grantsville City for a **fixed fee** for a total cost not to exceed that shown below:

Supplemental Topographic, Roadway and Utility Mapping Survey

Supplemental Topographic, Roadway and Utility Mapping Survey....\$8,650.00

Design and Construction Documents

Design and Construction Documents	\$29,850.00
Roundabout Design	\$3,550.00
UDOT.....	\$5,550.00

Proposal Total (Fixed Fee)\$47,550.00

This proposal is for survey and design services only. A separate proposal for construction administrative services or an amendment to this proposal can be provided by Ensign once funding has been procured.

This scope of work and cost information is submitted in confidence. Ensign's previous work and our knowledge and experience working with the City of Grantsville on it's streets will prove beneficial as the Project moves forward. Our staff is prepared to begin work immediately after receiving authorization to proceed.

Please feel free to contact us with any questions you may have concerning our scope of work or fee. Again, we appreciate the opportunity to team with you.

Sincerely,
Ensign Engineering



Robert J. Rousselle, P.E.
Associate



Corey Child, P.E.
Project Manager

Assumptions/Exclusions and Clarifications

- This proposal is for survey and design services only. A separate proposal for construction administrative services or an amendment to this proposal can be provided by Ensign once funding has been procured
- Subsurface Utility Excavation is excluded from this scope of work.
- Bidding Assistance and Construction Administration is estimated assuming the project will be funded via a bond and impact fees. If there are additional funding requirements the fee may need to be adjusted.
- Geotechnical investigations/reports will need to be completed in the area and along Matthews Lane and Durfee Street. If required by the City, funding agency, or permitting jurisdiction, Ensign anticipates the Owner will contract directly with a geotechnical engineering company.
- Fees associated with City or other agency approvals have not been included in this proposal. In the event that Ensign is asked to pay these fees they will be billed as a reimbursable expense.
- Travel to meetings within the City of Grantsville and the jobsite has been included in the proposal. Any travel required for the project outside of the area described is considered reimbursable and will include travel time, travel expenses, lodging expenses, etc.
- Drawings for submittals to the City and review agencies have been included for the scope outlined in this proposal. Ensign expects drawings for bidding, construction, or other uses to be printed by others. In the event that drawings outside of those described are printed by Ensign they will be billed as a reimbursable expense.
- All work not specifically identified within the limits of design will be handled as a separately negotiated change order.
- Storm Water Pollution Prevention Plans will be filed by the contractor using erosion control plans submitted as a part of Ensign's design.
- Record drawings are assumed to be based on contractor redlines and do not include additional field survey time to verify as-built conditions.

ENGINEER'S ESTIMATE OF PROBABLE COSTS



PROJECT TITLE:					PROJECT NUMBER:
Matthews Lane Design With Roundabout					
LOCATION:					DATE:
Grantsville, Utah 84029					May 31, 2024
CLIENT:					SHEET:
Grantsville City					1 OF 1
ESTIMATED BY:		CHECKED BY:		APPROVED BY:	
C.Child		C. Child		C.Child	
Demolition					
	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
	Site Clearing/Grubbing	SQ. FT.	53,640	\$0.12	\$6,436.80
	Saw Cut	LF	1,560	\$2.60	\$4,056.00
				Sub Total	\$10,492.80
STREET IMPROVEMENTS					
	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
	Base Course	SQ. FT.	139,100	\$0.91	\$126,581.00
	8" Granular Borrow	SQ. FT.	139,100	\$0.91	\$126,581.00
	3" Asphalt	SQ. FT.	139,100	\$2.02	\$280,286.50
	30" Curb and Gutter	LF	7,650	\$41.60	\$318,240.00
	5' Concrete Sidewalk	LF	7,650	\$39.00	\$298,350.00
	Grantsville City Street Signs	EA	10	\$455.00	\$4,550.00
	Roundabouts	EA	1	\$1,500,000.00	\$1,500,000.00
				Sub Total	\$2,654,588.50
CULINARY WATER IMPROVEMENTS					
	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
	12" C900 DR18 PVC	LF	2,730	\$59.15	\$161,479.50
	8" C900 DR18 PVC	LF	70	\$30.55	\$2,138.50
	Fire Hydrants Assembly	EA	5	\$5,460.00	\$27,300.00
	12" GATE VALVES	EA	7	\$2,340.00	\$16,380.00
	12" Tee	EA	2	\$1,170.00	\$2,340.00
	8" GATE VALVES	EA	1	\$2,340.00	\$2,340.00
	8" Tee	EA	1	\$780.00	\$780.00
	4" Washout Valves	EA	1	\$1,560.00	\$1,560.00
				Sub Total	\$52,838.50
STORM DRAINAGE IMPROVEMENTS					
	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
	18" RCP Class III Storm Drain Pipe	LF	1,060	\$46.80	\$49,608.00
	Storm Drain Catch Basin	EA	3	\$2,600.00	\$7,800.00
	Storm Drain Catch Basin Combo	EA	3	\$3,640.00	\$10,920.00
	4' Storm Drain Cleanout	EA	2	\$3,380.00	\$6,760.00
	Basin Outlet Structure	EA	1	\$3,510.00	\$3,510.00
	Overflow Structure	EA	1	\$7,150.00	\$7,150.00
	Retention Pond	EA	1	\$84,500.00	\$84,500.00
				Sub Total	\$170,248.00
MISC.					
	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
	Mobilization	LS	-	\$144,408.39	\$144,408.39
	Erosion Control	LS	-	\$3,900.00	\$3,900.00
	Street Monuments	EA	2	\$910.00	\$1,820.00
	Construction Staking	LS	-	-	-
				Sub Total	\$150,128.39
PROJECT SUB TOTAL					
			Sub Total	\$3,038,296.19	
CONTINGENCY					
	20% Contingency	LS	-	-	\$607,659.24
			Total	\$3,645,955.43	

ENGINEER'S ESTIMATE OF PROBABLE COSTS

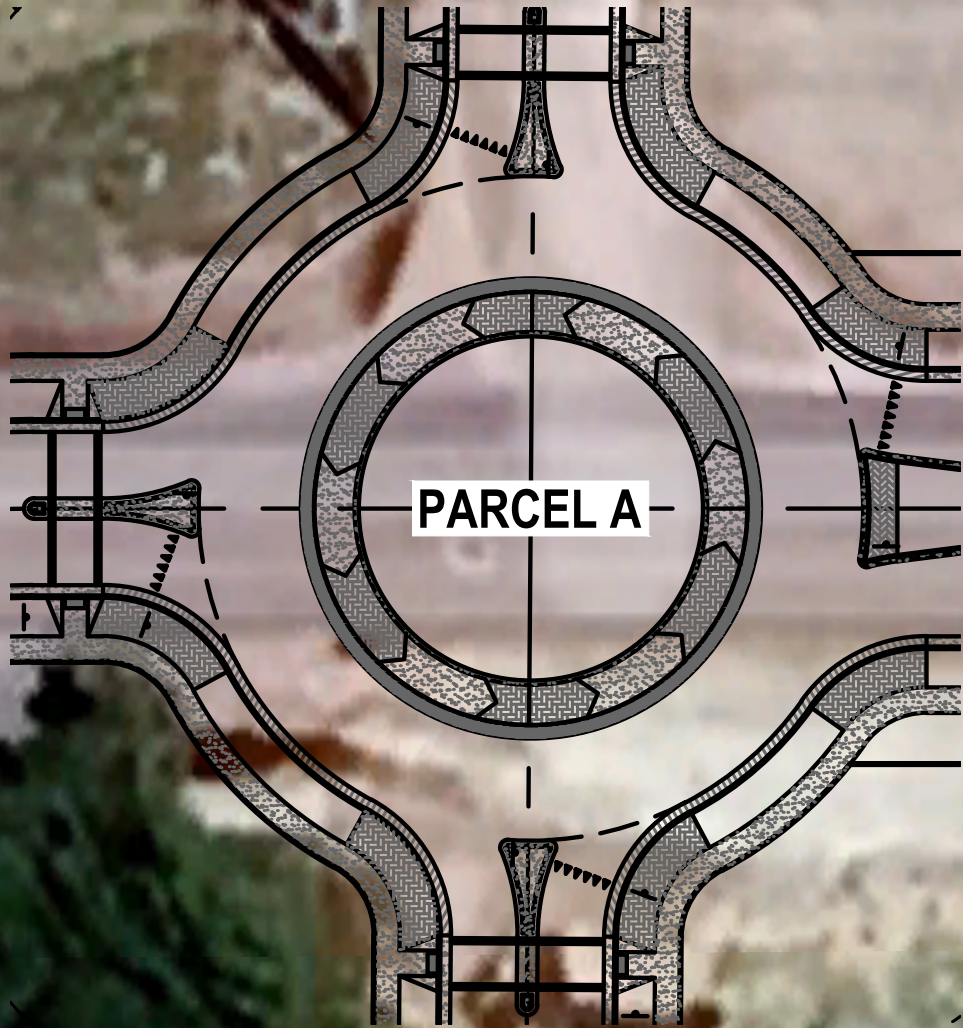


PROJECT TITLE: Matthews Lane Design					PROJECT NUMBER:
LOCATION: Grantsville, Utah 84029					DATE: May 31, 2024
CLIENT: Grantsville City					SHEET: 1 OF 1
ESTIMATED BY: C.Child		CHECKED BY: C. Child		APPROVED BY: C.Child	
Demolition					
	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
	Site Clearing/Grubbing	SQ. FT.	53,640	\$0.12	\$6,436.80
	Saw Cut	LF	1,560	\$2.60	\$4,056.00
				Sub Total	\$10,492.80
STREET IMPROVEMENTS					
	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
	Base Course	SQ. FT.	139,100	\$0.91	\$126,581.00
	8" Granular Borrow	SQ. FT.	139,100	\$0.91	\$126,581.00
	3" Asphalt	SQ. FT.	139,100	\$2.02	\$280,286.50
	30" Curb and Gutter	LF	7,650	\$41.60	\$318,240.00
	5' Concrete Sidewalk	LF	7,650	\$39.00	\$298,350.00
	Grantsville City Street Signs	EA	10	\$455.00	\$4,550.00
				Sub Total	\$1,154,588.50
CULINARY WATER IMPROVEMENTS					
	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
	12" C900 DR18 PVC	LF	2,730	\$59.15	\$161,479.50
	8" C900 DR18 PVC	LF	70	\$30.55	\$2,138.50
	Fire Hydrants Assembly	EA	5	\$5,460.00	\$27,300.00
	12" GATE VALVES	EA	7	\$2,340.00	\$16,380.00
	12" Tee	EA	2	\$1,170.00	\$2,340.00
	8" GATE VALVES	EA	1	\$2,340.00	\$2,340.00
	8" Tee	EA	1	\$780.00	\$780.00
	4" Washout Valves	EA	1	\$1,560.00	\$1,560.00
				Sub Total	\$52,838.50
STORM DRAINAGE IMPROVEMENTS					
	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
	18" RCP Class III Storm Drain Pipe	LF	1,060	\$46.80	\$49,608.00
	Storm Drain Catch Basin	EA	3	\$2,600.00	\$7,800.00
	Storm Drain Catch Basin Combo	EA	3	\$3,640.00	\$10,920.00
	4' Storm Drain Cleanout	EA	2	\$3,380.00	\$6,760.00
	Basin Outlet Structure	EA	1	\$3,510.00	\$3,510.00
	Overflow Structure	EA	1	\$7,150.00	\$7,150.00
	Retention Pond	EA	1	\$84,500.00	\$84,500.00
				Sub Total	\$170,248.00
MISC.					
	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
	Mobilization	LS	-	\$69,408.39	\$69,408.39
	Erosion Control	LS	-	\$3,900.00	\$3,900.00
	Street Monuments	EA	2	\$910.00	\$1,820.00
	Construction Staking	LS	-	-	-
				Sub Total	\$75,128.39
PROJECT SUB TOTAL					
			Sub Total	\$1,463,296.19	
CONTINGENCY					
	20% Contingency	LS	-	-	\$292,659.24
			Total	\$1,755,955.43	

Matthews Lane and
Durfee Street
Intersection

Legend

 The Church of Jesus Christ of Latter?



Agenda Item #12

Council Reports

Agenda Item #13

Adjourn