



December 4th, 2024

City Council Work Meeting

Information Packet

PUBLIC HEARING:

A. 2025 FY Budget Amendment

FY25 Budget Amendment



Building Maintenance:

Addition of a partition for the Library staff area. \$7,000

Equipment:

The purchase of two lease return vehicles for the Police Department. \$28,300

Projects:

We are excited to move forward with the design and development of two parks. Scenic Slopes and West Side Park using funding from the current budget and additional impact fees.

We will be constructing a 2 million gallon water tank.

Grantsville City FY25 Budget Amendment

Dec. 4, 2024

Account Number	Account Title	Current Budget	Proposed Budget	Change	Reason
General Fund					
Revenue					
10-38-40	Prior YR Surplus Used in Cur Yr	\$47,339.00	\$82,639.00	\$35,300.00	For library partition and police vehicle purchase
10-36-96	Proceeds From Sale of Property	\$0.00	\$125,925.00	\$125,925.00	Lease reimbursement Durangos
10-37-53	Use of PY Park Impact Fees	0	\$1,040,000.00	\$1,040,000.00	Design and development of Scenic Slopes Park
Total Revenue		\$47,339.00	\$1,248,564.00	\$1,201,225.00	
Expense					
10-44-26	Building and Grounds	\$5,500.00	\$12,500.00	\$7,000.00	Library staff area partition
10-54-83	Purchase Police Vehicle	\$17,000.00	\$171,225.00	\$154,225.00	Accounting for purchase/leases and purchasing additional lease returns \$28,300
10-64-75	Park Impact Fees	\$360,000.00	\$1,400,000.00	\$1,040,000.00	Design and development of Scenic Slopes Park
Total Expense		\$382,500.00	\$1,583,725.00	\$1,201,225.00	
Water Fund					
Revenue					
51-30-06	Bond Proceeds	\$0.00	\$3,294,000.00	\$3,294,000.00	Contruction of water tank
Total Revenue		\$0.00	\$3,294,000.00	\$3,294,000.00	
Expense					
51-40-92	Water Capital Project	\$0.00	\$3,294,000.00	\$3,294,000.00	Contruction of water tank.
Total Expense		\$0.00	\$3,294,000.00	\$3,294,000.00	

Agenda Item #1

Public Comment

Agenda Item # 2

Summary Action Items

- a. Approval of Minutes from
November 20th, 2024 Regular
Meeting and Work Meeting
- b. Approval of Bills

Unapproved

**MINUTES OF THE WORK MEETING OF THE GRANTSVILLE CITY COUNCIL,
HELD ON NOVEMBER 20TH, 2024 AT THE GRANTSVILLE CITY HALL, 429 EAST
MAIN STREET, GRANTSVILLE, UTAH AND ON ZOOM. THE MEETING BEGAN AT
6:00 P.M.**

Mayor and Council Members Present:

Mayor Critchlow

Jolene Jenkins

Scott Bevan

Heidi Hammond

Jeff Williams

Rhett Butler

Council Members Not Present:

Appointed Officers and Employees Present:

Braydee Baugh, City Recorder

Tysen Barker, City Attorney

Robert Rouselle, City Engineer (via Zoom)

Christy Montierth

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

AGENDA:

- 1. Discussion regarding Park Impact Fees:** Dalton Vaughn with American Ramp Company presented different designs that have been built by the company. There was discussion regarding what the funding from the UORG could be applied towards. Sherrie Broadbent presented the park impact fee slides.

2. Adjourn

Motion: Councilmember Butler made the motion to adjourn

Second: Councilmember Hammond seconded the motion.

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

Meeting ended at: 6:57 pm

Unapproved

**MINUTES OF THE REGULAR MEETING OF THE GRANTSVILLE CITY COUNCIL,
HELD ON NOVEMBER 20TH, 2024 AT THE GRANTSVILLE CITY HALL, 429 EAST
MAIN STREET, GRANTSVILLE, UTAH AND ON ZOOM. THE MEETING BEGAN AT
7:00 P.M.**

Mayor and Council Members Present:

Mayor Critchlow

Jolene Jenkins (via Zoom)

Scott Bevan

Heidi Hammond

Jeff Williams

Rhett Butler

Council Members Not Present:

Appointed Officers and Employees Present:

Braydee Baugh, City Recorder

Tysen Barker, City Attorney

Robert Rouselle, City Engineer (via Zoom)

Christy Montierth

Shay Stark, City Planner (via Zoom)

Dave Greco, Police Lieutenant

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

Mayor Critchlow asked Rhett Butler to lead the Pledge of Allegiance

AGENDA:

- 1. Youth Recognition Presentation with Layne Koyle.** Recognition of Sage Bulkey who was recognized by her teacher.
- 2. Public Comment: No Comments were offered.**
- 3. Summary Action Items**
 - a. Approval of Minutes from November 6th, 2024 Regular Meeting and November 14th, 2024 Special Meeting**
 - b. Approval of Bills**

Motion: Councilmember Hammond made the motion to Approve the minutes from the November 6th, 2024 Regular Meeting and the November 14th, 2024 Special Meeting.

Second: Councilmember Williams seconded the motion.

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

Motion: Councilmember Butler made the motion to Approve the Bills.

Second: Councilmember Bevan seconded the motion.

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

4. Consideration of Resolution 2024-88 Authorizing The Issuance And Sale Of Not More Than \$4,000,000 Aggregate Principal Amount Of Water Revenue Bonds, Series 2025; And Related Matters

Sherrie Broadbent stood to represent this item. Ms. Broadbent advised this bond is for the water tank and the City received a 2% interest on the bond. Alex Buxton stood to represent this item. Mr. Buxton explained the parameters resolution outlines the maximum amount for the bond and the maximum years to repay the loan.

Motion: Councilmember Butler made the motion to Approve Resolution 2024-88 Authorizing The Issuance And Sale Of Not More Than \$4,000,000 Aggregate Principal Amount Of Water Revenue Bonds, Series 2025; And Related Matters

Second: Councilmember Hammond seconded the motion.

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

5. Council Reports

Councilmember Hammond: Christmas Main Street has received donations and will fully fund the Christmas Main Street beautification.

Councilmember Bevan: Historical Commission will restart meetings in January.

Councilmember Jenkins: Veterans Day event went well.

Councilmember Butler: Would like to look at different park options

Mayor Critchlow: November 30th is the Light Parade

6. Park Discussion added to the agenda by motion of Heidi Hammond seconded by Rhett Butler. Unanimous Vote.

Heidi Hammond advised she felt the greatest need for the residents is softball and baseball fields. Mayor Critchlow wants to make up the deficit and put the impact fees to use. Ms. Broadbent advised the PAR tax gets the City about \$150,000 a year. Councilmember Jenkins requested a portion of the PAR tax be used towards the Veterans Memorial. Robert Rouselle advised the ADA ramp for Eastmoor Park will be approximately \$70,000. Councilmember Jenkins asked if the Tooele County COG can be used for the ramp.

Unapproved

Councilmember Williams advised he felt the real need for the community is the baseball fields. Councilmember Bevan felt the need was for baseball and soccer fields. Councilmember Butler would like to incorporate the pump track and some for baseball, softballs and soccer fields at the Scenic Slopes park. Mayor Critchlow would like the West street park moving forward and would like to do a sewer dump and the pump track.

7. Closed Session (Imminent Litigation, Personnel

There was no closed session

8. Adjourn

Motion: Councilmember Butler made the motion to adjourn

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.

Meeting ended at: 7:51 pm

Agenda Item # 3

Administrative Hearing for Mountain
Meadery Business License Application

Business License Application

Print

Submitted by:
Submitted On: 2024-10-08 14:21:13
Submission IP: (172.59.153.202)
proxy-IP (raw-IP)
Status: Completed
Priority: Normal
Assigned To: Gina Roberts
Due Date: Open



APPLICATION FOR BUSINESS LICENSE
Grantsville City
429 East Main Street, Grantsville, UT 84029
Tooele County, State of Utah
2024

OFFICE USE ONLY

Business License#: _____
CUP#: _____ Approval Date: _____

- * Business Designation
- ☐ Home Occupation \$52.00 (Business is located in a home or residential zone.)
 - ☐ Class "A" \$72.50 (Gross Sales of LESS than \$50,000)
 - ☒ Class "B" \$72.50 (Gross Sales of MORE than \$50,000)

* Legal Name of Business

Mountain Meadery

* Business Location:

822 E. Main St. Suite B, Grantsville, Utah, 84029

* Do you rent this space?

☒ Yes ☐ No

Address, City, State, Zip **For Home Occupation - If you rent, you will be required to submit a letter of permission from the homeowner

* Mailing Address:

291 Worthington Street, Grantsville, Utah, 84029

Mailing Address, City, State, Zip

DBA (Doing Business As):

* Business Phone:

8016471432

* Email:

Jeff-MountainMeadery@protonmail.com

- * Will remodeling be required to accommodate this business?
- ☒ Y ☐ N
- * Will you be growing or dispensing medical marijuana?
- ☐ Y ☒ N

* Will you be selling tobacco or nicotine or tobacco products?

☐ Y ☒ N

* Will you be selling food?

☒ Y ☐ N

Tooele County Health Permit #:

NA (Pre-packaged food only, served closed)

Utah State Sales Tax ID #:

UT14035574-0160

* EIN/Federal Tax ID #:

99-3513542

Utah State License Type (DOPL):

Domestic Limited Liability Company

Utah State License Number (Including Federal Firearms, Contractors, Cosmetology, Etc.):

UT

* Please describe in detail the nature of your business:

Winery producing Mead, cider and wine. Brewing, bottling and packaging products for sale to consumer, in person, online, and sales to businesses.

* Owner(s):

Jeffrey Walker

* Email

Jeff-MountainMeadery@protonmail.com

* Phone:

8016471432

* Address:

291 Worthington Street

* City:

Grantsville

* State:

UT

* Zip Code:

84029

Additional Owner(s)/Point of Contact:

Email

Phone:

Ex. (123) 456-7890

Address:

City:

State:

Zip Code:

NOTICE: To engage in the business for which this license is issued, you must comply with all Health and Safety Codes, as well as, State Licensing requirements and Grantsville City Ordinances. If now, or in the future, you do not comply with these codes, this license does not authorize you to engage in business.

I am aware of the requirements of the Grantsville City Ordinance and agree to comply with the same. I hereby make application for Grantsville City Business License and certify that the information is true and correct.

* Signature of Applicant

Jeffrey Walker

* Date

09/17/2024

Format: MM/DD/YYYY

Business Licensing Information

General Information: The City of Grantsville requires that a valid business license be held by anyone conducting business in Grantsville. "Business" means and includes every craft, trade, occupation, profession, or activity pursued for gain or profit. Non-profit, charitable, governmental, and insurance agencies are also required to obtain a business license although they may be exempt from license fees. **State business licenses are required for certain businesses such as massage therapy, beauticians, contractors, etc. You can contact the Utah Department of Professional Licensing to see if your profession requires a state license.**

Licenses are **NOT** transferable from address to address, nor from owner to owner. Any change of location or ownership requires a new application to be submitted. Minor changes such as mailing address can be called into the city office.

In order to avoid late fees, licenses **MUST** be renewed prior to expiration of license. The licensee is responsible for renewal. The license renewal fee will double after expiration of license. Grantsville City requires notice if the business has moved out of the City or is no longer conducting business.

The following information will be required on the application for a business license:

- Business name & DBA name
- Physical street location
- Business phone number
- Mailing address & email address
- Owner/partner(s) name, address, phone number
- Sales tax number & Federal Tax ID Number
- Copy of Professional/Occupational License (if applicable)
- Proof of registration with Utah Department of Commerce

Business Classification: (Check on Application all that apply)

Home Occupation \$52.00

Class "A" (Gross Sales of LESS than \$50,000) - \$72.50

Class "B" (Gross Sales of MORE than \$50,000) - \$72.50

(Class B includes businesses that may not calculate gross receipts such as banks or other businesses that do not sell goods or services locally.)



GRANTSVILLE CITY POLICE DEPARTMENT

Report for Incident 24G004686

Nature: BACKGROUND CHK

Address: 50 N BOWERY ST;
GRANTSVILLE POLICE
DEPARTMENT
GRANTSVILLE UT 84029

Location: GCPD

Offense Codes: BACK

Received By: AM SMITH

How Received: T

Agency: GCPD

Responding Officers:

Responsible Officer: AM SMITH

Disposition: ACT 11/15/24

When Reported: 11:00:03 11/15/24

Occurred Between: 11:00:03 11/15/24 and 11:00:03 11/15/24

Assigned To:

Detail:

Date Assigned: **/**/**

Status:

Status Date: **/**/**

Due Date: **/**/**

Complainant:

Last:

First:

Mid:

DOB: **/**/**

Dr Lic:

Address:

Race:

Sex:

Phone:

City: ,

Offense Codes

Reported:

Observed:

Additional Offense: BACK Background Check

Circumstances

BM88 No Bias

Responding Officers:

Unit :

Responsible Officer: AM SMITH

Agency: GCPD

Received By: AM SMITH

Last Radio Log: **:*.**:** **/**/**

How Received: T ADMIN LINE

Clearance: LF Long form

When Reported: 11:00:03 11/15/24

Disposition: ACT **Date:** 11/15/24

Judicial Status:

Occurred between: 11:00:03 11/15/24

Misc Entry:

and: 11:00:03 11/15/24

Modus Operandi:

Description :

Method :

Involvements

Date	Type	Description	Relationship
11/15/24	Name	WALKER, JEFFREY PAUL	Other

Narrative

Grantsville City Police Department
Administrative Secretary A.Smith
November 15, 2024 1005 Hrs

On the above date and time, Jeffrey Walker arrived at the Grantsville City Justice Center to request a background check for his business license application with Grantsville City. Jeffrey filled out the Right of Access form (ROA) and the background authorization form. A copy of his UTDL was obtained and the background authorization form was notarized. A fee was not collected for the ROA due to this being a Grantsville City business license. I ran the ROA and forwarded the information and documents to investigations complete their portion.

Nothing further.
End of report.

Responsible LEO:

Approved by:

Date

Supplement

LIEUTENANT D. GRECO G2
GRANTSVILLE CITY POLICE DEPARTMENT
INVESTIGATIONS UNIT
SUPPLEMENTAL REPORT
CASE # 24G004686

SYNOPSIS:

Right of Access (ROA) background conducted.

INFORMATION SOURCES:

Jeffery Walker, ROA Applicant.

Amanda Smith, Grantsville City Police Administrative Assistant.

DETAILS/OVERVIEW:

On November 15, 2024 I received an ROA application from Mrs. Smith for an Jeffery Walker who is a business license applicant with Grantsville City. Included in the paperwork was a Right of Access Provider Waiver that has been signed by Jeffery Walker and notarized by Mrs. Smith.

After verifying the Waiver had been completed, signed, and notarized, I conducted the background check in compliance with the Grantsville City Police Department mandates and the Background Investigative Checklist. While conducting this background check, I found no concerns.

CONCLUSION:

At this time, I have taken no further action regarding this background check. The ROA request may be forwarded to Chief R. Sager for his review/recommendation. This concludes my supplemental narrative for 24G004686.

Name Involvements:

Other : 89317

Last: WALKER

First: JEFFREY

Mid: PAUL

DOB: 01/19/87

Dr Lic: 170466170

Address: 291 S WORTHINGTON ST

Race: W **Sex:** M

Phone: () -

City: GRANTSVILLE, UT 84029



Approved Conditional Use Permit – Commercial Permit

Approval Date: 11/07/2024

Permit #: 2024074

Applicant / Owner

Applicant: Jeffrey Walker
Address: 291 Worthington St
City, State, Zip: Grantsville
Phone: 8016471432

Location Information

Site Address: 822 E. Main St., South building
Site Parcel: 01-060-0-0003 OR 01-060-0-0006
Business Name: Mountain Meadery
Current Zoning: C-D

Request: To have a retail goods establishment for the sales and tasting of alcohol products.

Specifics

Facts and Findings

1. Approval is for a retail goods establishment for the sales and tasting of alcohol products.
2. Expected hours of operation are Wednesday-Thursday 6:00-8:00pm and Friday-Sunday 1:00-6:00pm. Hours may shift due to military service.
3. Expected number of customers is 1-15 on weekdays and 10-30 on weekends.

Conclusion of Law

1. This is in compliance with the General Plan of Grantsville City.
 2. This is in harmony with the surrounding uses in this area.
 3. Activity will not impact the use of property for surrounding owners.
-

This Permit has been issued with the following conditions:

1. Must stay within the parameters of the application.
 2. May not expand the use without approval.
 3. Must be compliant with all state and federal regulations and requirements, including obtaining the necessary permits and licenses.
 4. Building permit must be obtained for any changes made to the tenant space.
 5. Business license must be obtained, through approval by the City Council.
 6. The business license will not be issued until the bond required by Section 32B-6-705 of the Utah Code is in effect.
 7. The premise shall be subject to inspection by any police officer.
 8. All employees handling and selling alcohol must be at least twenty-one (21) years of age.
 9. An air gap is required for any connection to a water source, to ensure the water remains uncontaminated.
 10. May be reviewed by the Zoning Administrator periodically and/ or if any complaints are received.
-

Approved by Grantsville City: Planning Commission on 11/07/2024

11/15/2024

Agenda Item # 4

Consideration of Ordinance 2024-34
amending Chapter 1 of the Grantsville
Land Use and Management Code to
modify noticing provisions



**GRANTSVILLE CITY
ORDINANCE NO. 2024-34**

**AN ORDINANCE OF GRANTSVILLE CITY AMENDING CHAPTER 1 OF THE
GRANTSVILLE CITY LAND USE AND MANAGEMENT CODE**

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

WHEREAS, the City seeks to amend Chapter 1 of the Land Use and Management Code to clarify language, correct spelling errors, and ensure the chapter accurately reflects the intended legal standards and guidelines; and

WHEREAS, the Planning Commission conducted a public hearing on November 7, 2024, to gather input on the proposed amendments, as required by Utah Code §10-9a-205 and §10-9a-502, and recommended certain changes to the City Council for adoption; and

WHEREAS, the proposed amendments to Chapter 1, as set forth in the attached Exhibit A, have been reviewed and found to align with the City's goals for clear, enforceable land use regulations;

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

Section 1. Amendment to Chapter 1 of the Land Use and Management Code: Chapter 1 of the Grantsville City Land Use and Management Code is hereby amended to incorporate the revisions described in Exhibit A, which is attached hereto and incorporated 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
4th DAY OF DECEMBER, 2024.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

By Mayor Neil Critchlow

ATTEST

Braydee Baugh, City Recorder

Approved as to Form:

Tysen J. Barker, Grantsville City Attorney

Exhibit “A”

Staff Report Summary and Chapter 1 Introductory Provisions

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



**Staff Report Summary for
Chapter 1 Introductory Provisions**

Parcel ID(s):
Property Address:
Applicant Name:
Request:
Prepared By: Shelby Moore

Meeting Date: 11/7/2024
Public Hearing Date: 11/7/2024
Current Zone:
Acres:

Planning Staff Explanation and Recommendation: Discussion of Chapter 1 Introductory Provisions amendment.

PLANNING STAFF ANALYSIS AND COMMENTS

- 1) The amendment to Chapter 1 is to clarify verbiage and clean up spelling errors.

*** Disclaimer: Please be advised that at no point should the comments and conclusions made by The City staff or the conclusions drawn from them be quoted, misconstrued, or interpreted as recommendations. These inputs are intended solely for the legislative body to interpret as deemed appropriate.*

The information provided is purely for the legislative body to interpret in their own right and context. It is crucial to maintain the integrity and context of the information shared, as it is meant to assist in the decision-making process without implying any endorsement or directive, but it is essential that it is understood within the appropriate scope.

Chapter 1 Introductory Provisions

1.1 Short Title

1.2 Authority

1.3 Purpose

1.4 Effect Of Chapter

1.5 Interpretation

1.6 Conflict

1.7 Effect On Previous Ordinances And Maps

1.8 Permits And Licensing

1.9 Severability

1.10 Penalties

1.11 Appeals

1.12 Enforcement

1.13 Site Plan Required

1.14 Curbs, Gutters, Sidewalks, Street Paving, Etc, Condition Building Permit Approval

1.15 Occupancy Permit Required

1.16 Inspection

1.17 Inspection And Approval Required Prior To

Occupancy

1.18 Notice

1.19 Property Owned By Other Government Units - Effect Of Land Use And Development Ordinances

Amended 10/05 by Ordinance 2005-16A. Amended 09/18 by Ordinance 2018-16

1.1 Short Title

This code shall be known as "The Land Use Development and Management Code" of Grantsville City, and may be so cited and pleaded.

1.2 Authority.

The City Council of Grantsville City adopts this Land Use Development and Management Code pursuant to Utah Code Title 10-9a-501 and such other authorities and provisions of the Utah Code Annotated and law that are relevant and appropriate.

1.3 Purpose

(1) The purposes of this chapter are to provide for the health, safety, ~~and~~ welfare, and promote the prosperity, peace and good order, comfort, convenience, and aesthetics of Grantsville City and its present, ~~and~~ future inhabitants, and businesses, to protect the tax base, to secure economy in governmental expenditures, to foster agricultural, and other industries, to protect both urban and non-urban development, to protect and ensure access to sunlight for solar energy devices.

(2) To accomplish the purposes of this chapter, Grantsville City may enact all ordinances, resolutions, and rules and may enter into other forms of land use controls and development agreements that they consider necessary or appropriate for the use and development of land within the city, including ordinances, resolutions, rules, restrictive covenants, easements, and development agreements governing uses, density, open spaces, structures, buildings, energy efficiency, light and air, air quality, transportation and public or alternative transportation, infrastructure, street, ~~and~~ building orientation, ~~and~~ width requirements, public facilities, ~~and~~ height and location of vegetation, trees, and landscaping, unless expressly prohibited by law.

1.4 Effect Of Chapter

The regulations hereinafter set forth in this chapter qualify or supplement, as the case may be, the district regulations and all other regulations appearing elsewhere in this code.

1.5 Interpretation

The regulations contained in this ordinance shall be interpreted and applied in accordance with the following rules:

- (1) All regulations shall be construed as the minimum requirements necessary to promote the public health, safety, convenience, order, prosperity, and welfare of the city.
- (2) The provisions of this ordinance are not intended to interfere with, abrogate or require enforcement by the city of any legally enforceable easements, covenants, or other agreements between private parties that may restrict the use of land or dimensions of structures more than the provisions of this ordinance. However, when the regulations of this ordinance impose greater restrictions ~~than~~ that are imposed by such easements, covenants or other agreements between parties, or than are required by laws or other applicable ordinances, the provisions of this ordinance shall control. In addition, deed restrictions imposed by the city as a condition of subdivision plat approval shall be enforced by the city.
- (3) The masculine gender shall include the feminine and the feminine gender shall include the masculine.
- (4) A word importing the singular number may be applied to plural persons and things. Conversely, the use of the plural number shall be deemed to include any single person or thing.
- (5) The present tense of a word shall be deemed to include the future tense as well.
- (6) The word "shall" is mandatory; the word "may" is permissive.
- (7) The word "year" shall mean a calendar year, unless otherwise indicated.

1.6 Conflict

This code shall not nullify the more restrictive provisions of covenants, agreements, or other ordinances or laws, but shall prevail notwithstanding such provisions, which are less restrictive. Whenever other restrictions or provisions are adopted under state law the most restrictive requirement shall govern.

1.7 Effect On Previous Ordinances And Maps

The existing ordinances covering zoning, in their entirety, and including the maps heretofore adopted and made a part of said ordinances, are hereby superseded and amended to read as set forth herein; provided, however, that this code, including the attached map or maps, shall be deemed a continuation of previous codes and not a new enactment, insofar as the substance of revisions or previous codes is included in this code, whether in the same or in different language; and this code shall be so interpreted upon all questions of construction relating to tenure of officers and boards established by previous codes, to questions of conforming or non-conforming uses and buildings and structures, and to questions as to the dates upon which such uses, buildings, or structures became conforming or non-conforming.

1.8 Permits And Licensing

All departments, officials and public employees of Grantsville City which are vested with duty or authority to issue permits or licenses shall conform to the provisions of this code and shall issue no permit or license for uses, buildings, or purposes where the same would be in conflict with the provisions of this code and any such permit or license, if issued in conflict with the provisions of this code, shall be null and void.

1.9 Severability.

Should any chapter, section, clause, or provision of this code be declared by the courts to be invalid, the same shall not affect the validity of the code as a whole or any part thereof other than the part so declared to be invalid.

1.10 Penalties

(1) Grantsville City may, by ordinance, establish civil penalties for violations of any of the provisions of this chapter or of any ordinances adopted under the authority of this chapter.

(2) Violation of any of the provisions of this chapter or of any ordinances adopted under the authority of this chapter is punishable as a class C misdemeanor upon conviction either:

(a) as a class C misdemeanor; or

(b) by imposing the appropriate civil penalty adopted under the authority of this section.

1.11 Appeals

No person may challenge in district court, Grantsville City's land use decision made under this chapter or under the regulation made under authority of this chapter or this code until they have exhausted their administrative remedies. Any person adversely affected by any decision made in the exercise of the provisions of this chapter may file a petition for review of the decision with the district court within 30 days after the local decision is rendered.

1.12 Enforcement

(1)

(a) Grantsville City or any adversely affected owner of real estate within Grantsville City in which ~~violations~~ ~~violates of~~ this chapter or ordinances enacted under the authority of this chapter occur or are about to occur may, in addition to other remedies provided by law, institute:

(i) injunctions, mandamus, abatement, or any other appropriate actions; or

(ii) proceedings to prevent, enjoin, abate, or remove the unlawful building, use, or act.

(b) A municipality need only establish the violation to obtain the injunction.

(2)

(a) Grantsville City may enforce the ordinance by withholding building permits.

(b) It is unlawful to erect, construct, reconstruct, alter, or change the use of any building or other structure within Grantsville City without approval of a building permit.

(c) Grantsville City may not issue a building permit unless the plans of and for the proposed erection, construction, reconstruction, alteration, or use fully conform to all regulations then in effect.

1.13 Site Plan Required

A detailed plan of appropriate scale and sheet size as required in this ordinance shall be filed as part of any application for a land use or building permit.

1.14 Curbs, Gutters, Sidewalks, Street Paving, Etc.. Condition Building Permit Approval

The installation of curb, gutter, sidewalks, street paving, drainage culverts, and covered or fenced irrigation ditches of a type approved by the city council shall be required on any existing or proposed street adjoining a lot on which a building is to be established. Such curbs, gutters, sidewalks, paving, drainage culverts, and safety features for irrigation ditches and canals, etc., are required as a condition of building permit approval, when Grantsville City adopts a policy that such improvements be made according to a given plan adopted by Grantsville City. The City may waive the requirements of this section for individual lots when said improvements are not completed along the adjoining parcels or along the adjoining street. If the improvements are waived, the property owner shall sign an agreement with the City to install said improvements when requested by the City.

1.15 Occupancy Permit Required

Land, buildings or premises in any district shall hereafter be used only for a purpose permitted in such district and in accordance with district regulations. A permit of occupancy shall be issued by the ~~zoning administrator, chief~~ building official or designated representative to the effect that the use, building or premises will conform to the provisions of this or other related ordinances prior to occupancy, for any building that has been erected, enlarged or altered structurally, or the occupancy or use of any land, except for permitted agricultural uses. Such a permit is needed whenever the use or character of any building or use of land is to be changed. An occupancy permit is issued after the approved final inspection, which shows completion of a building permit. Upon written request from the owner, a permit shall be issued covering any lawful use of buildings or premises existing on the effective date of this ordinance and any subsequent amendments, including non-conforming buildings and uses.

1.16 Inspection

The ~~Zoning Administrator~~ Building Department or their designated representatives are authorized to inspect or to have inspected all land uses to determine compliance with zoning ordinance provisions. The ~~zoning administrator~~ Building Department or any authorized employee of Grantsville City shall have the right to enter any building for the purpose of determining the use, or to enter premises for the purpose of determining compliance with the said ordinance, provided that such right of entry is to be used only at reasonable hours, unless an emergency exists. In no case shall entry be made to any occupied building in the absence of the owner, representative, employee or tenant thereof, without written permission of an owner, or written order of a court of competent jurisdiction.

1.17 Inspection And Approval Required Prior To Occupancy

Buildings and structures requiring a building permit pursuant to the provisions of this code shall not be occupied nor put into use until the City Building Official has inspected such building or structure, finds compliance with this code and the building code of Grantsville City, and gives a written certificate of occupancy and use to the owner or his agent to occupy and/or use the building or structure in the manner approved by the issuance of a valid building permit.

1.18 Notice

Grantsville City shall provide the proper notice for the following actions:

(1) The Planning Commission shall hold a public hearing for any modification to the general plan. For notice of public hearings and public meetings to consider general plan or modifications:

(a) Grantsville City shall provide:

(i) notice of the date, time, and place of any public hearing of the Planning Commission to consider the original adoption or any modification of all or any portion of a general plan; and

(ii) notice of each public meeting on the subject.

(b) Each notice of a public hearing under Subsection (1)(a)(i) shall be at least ten calendar days before the public hearing and shall be:

(i) Posted:

(A) in at least three public locations within the municipality; or

(B) on the municipality's official website; and

(C) posted not less than three calendar days before the Public Hearing, on the property proposed for subdivision, in a visible location, with a sign of sufficient size, durability, and print quality that is reasonably calculated to give notice to passers-by.

(ii) Before the Public Hearing held by the Planning Commission the City shall mail to each affected entity as defined in Utah Code Ann. §10-9a-103 ~~(2018)~~ at least ten calendar days before the public hearing;

(c) Each notice of a public meeting under Subsection (1)(a)(ii) shall be at least 24 hours before the meeting and shall be posted:

(i) in at least three public locations within the municipality; or

(ii) on the City's official website.

(2) The Planning Commission shall hold a public hearing for the adoption or any modification of a land use ordinance or zoning map. For notice of public hearings and public meetings to consider the adoption or any modification of a land use ordinance or zoning map:

(a) Grantsville City shall provide:

(i) notice of the date, time, and place of any public hearing of the Planning Commission; and

(ii) notice of each public meeting on the subject.

(b) Each notice of a public hearing under Subsection (2)(A)(ii) shall be at least ten calendar days before the public hearing and shall be:

(i) Posted:

(A) in at least three public locations within the municipality; or

(B) on the municipality's official website; and

(C) on the property proposed for subdivision, in a visible location, with a sign of sufficient size, durability, and print quality that is reasonably calculated to give notice to passers-by.

(ii) Before the public hearing held by the Planning Commission the City shall mail at least ten days before the public hearing to:

(A) each property owner whose land is directly affected by the land use ordinance change; and

(B) the record owner of each parcel within 500 feet of the property directly affected by the land use code change; and

(C) before the Public Hearing held by the Planning Commission the City shall mail to each affected entity as defined in Utah Code Ann. §10-9a-103 ~~(2018)~~ at least ten calendar days before the public hearing;

(c) Each notice of a public meeting under Subsection (2)(a)(ii) shall be at least 24 hours before the meeting and shall be posted:

(i) in at least three public locations within the municipality; or

(ii) on the City's official website.

(3) The Planning Commission shall hold a public hearing for a proposed subdivision or an amendment to a subdivision. For notice of public hearings and public meetings to consider a proposed subdivision or an amendment to a subdivision:

(a) Grantsville City's Planning Commission shall provide notice of the date, time, and place of a public hearing that is:

(i) before the public hearing held by the Planning Commission the City shall mail not less than ten calendar days before the public hearing and addressed to the record owner of each parcel within 500 feet of that property; and

(ii) posted not less than ten calendar days before the public hearing, on the property proposed for subdivision, in a visible location, in a manner that will not impeded the right-of-way views of the public, with a sign of sufficient size, durability, and print quality that is reasonably calculated to give notice to passers-by.

(b) Grantsville City's land use authority shall mail notice to each affected entity as defined in Utah Code Ann. §10-9a-103 ~~(2018)~~ of a public hearing to consider a preliminary plat describing a multiple-unit residential development or a commercial or industrial development.

(4) The Planning Commission shall hold a public hearing for any proposal to vacate, alter, or amend a platted street. The Planning Commission shall hold a public hearing and shall give notice of the date, place, and time of the hearing by:

(a) mailing notice as required in Section (3) above;

(b) mailing notice to each affected entity as defined in Utah Code Ann. §10- 9a-103 ~~(2018)~~; and

(5) If notice given under authority of this part is not challenged under Utah Code Ann. §10-9a-801 ~~(2018)~~ within 30 days after the meeting or action for which notice is given, the notice is considered adequate and proper.

HISTORY

Amended by Ord. [2024-11](#) on 4/3/2024

1.19 Property Owned By Other Government Units - Effect Of Land Use And Development Ordinances

(1) After the city council has adopted a general plan, no street, park, or other public way, ground, place, or space, no publicly owned building or structure, and no public utility, whether publicly or privately owned, may be constructed or authorized until and unless it conforms to the current general plan.

(2)

(a) Each county, municipality, school district, charter school, special district, and political subdivision of the state shall conform to this code when installing, constructing, operating, or otherwise using any area, land, or building situated within Grantsville City.

(b) In addition to any other remedies provided by law, when Grantsville City's land use ordinances is violated or about to be violated by another political subdivision, the City may institute an injunction, mandamus, abatement, or other appropriate action or proceeding to prevent, enjoin, abate, or remove the improper installation, improvement, or use.

(3) A school district or charter school is subject to Grantsville City's land use ordinances, except the City may not:

(a) impose requirements for landscaping, fencing, aesthetic considerations, construction methods or materials, building codes, building use for educational purposes, or the placement or use of temporary classroom facilities on school property;

(b) except as otherwise provided in this section, require a school district or charter school to participate in the cost of any roadway or sidewalk not reasonably necessary for the safety of school children and not located on or contiguous to school property, unless the roadway or sidewalk is required to connect an otherwise isolated school site to an existing roadway;

(c) require a district or charter school to pay fees not authorized by this section;

(d) provide for inspection of school construction or assess a fee or other charges for inspection, unless the school district or charter school is unable to provide for inspection by an inspector, other than the project architect or contractor, who is qualified under criteria established by the state superintendent;

(e) require a school district or charter school to pay any impact fee for an improvement project that is not reasonably related to the impact of the project upon the need that the improvement is to address; or

(f) impose regulations upon the location of a project except as necessary to avoid unreasonable risks to health or safety.

(4) Subject to Section 53A-20-1 08, a school district or charter school shall coordinate the siting of a new school with Grantsville City to:

(a) avoid or mitigate existing and potential traffic hazards, including consideration of the impacts between the new school and future highways; and

(b) to maximize school, student, and site safety.

(5) Notwithstanding Subsection (2)(d), Grantsville City may, at its discretion:

(a) provide a walk-through of school construction at no cost and at a time convenient to the district or charter school; and

(b) provide recommendations based upon the walk-through.

(6)

(a) Notwithstanding Subsection (3)(d), a school district or charter school shall use:

(i) a municipal building inspector;

(ii) a school district building inspector; or

(iii) an independent, certified building inspector who is:

(A) not an employee of the contractor; and

(B) approved and supervised by a municipal building inspector or a school district building inspector.

(b) The approval under Subsection (6)(a)(iii)(B) may not be unreasonably withheld.

(7)

(a) A charter school shall be:

(i) considered a permitted use and shall be processed on a first priority basis in all zoning districts within Grantsville City; and

(ii) subject only to objective standards within each zone pertaining to setback, height, bulk and massing regulations, off-site parking, curb cut, traffic circulation, and construction staging requirements.

(b) Parking requirements for a charter school may not exceed the minimum parking requirements for schools or ~~another~~ ~~other~~ institutional public uses throughout the city.

(c) If Grantsville City has designated zones for a sexually oriented business, or a business which sells alcohol, a charter school may be prohibited from a location which would otherwise defeat the purpose for the zone unless the charter school provides a waiver.

Agenda Item # 5

Consideration of Ordinance 2024-35
amending Chapter 7 of the Grantsville
Land Use and Management Code
regarding Conditional Uses



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

**AN ORDINANCE OF GRANTSVILLE CITY AMENDING CHAPTER 7 OF THE
GRANTSVILLE CITY LAND USE AND MANAGEMENT CODE REGARDING
CONDITIONAL USES**

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

WHEREAS, the Grantsville City Council finds it necessary to update Chapter 7 of the Grantsville City Land Use and Management Code to address conditional uses more effectively; and

WHEREAS, the proposed amendments seek to clarify existing language, correct typographical errors, and ensure compliance with state and local standards for land use; and

WHEREAS, a public hearing was held on November 7, 2024, by the Grantsville City Planning Commission to consider these proposed amendments, and public input was received and reviewed; and

WHEREAS, the Grantsville City Planning Commission has provided a staff report summarizing and analyzing the proposed amendments to Chapter 7, attached hereto as Exhibit A, which further details the rationale and recommended language changes; and

WHEREAS, the Grantsville City Council finds that these amendments are in the best interest of the community and promote the general health, safety, and welfare of Grantsville's residents;

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

Section 1. Amendment of Chapter 7: Chapter 7 of the Grantsville City Land Use and Management Code is hereby amended to clarify language, correct typographical errors, and update provisions related to conditional uses to ensure alignment with city goals and standards.

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
4TH DAY OF DECEMBER, 2024.**

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

By Mayor Neil Critchlow

ATTEST

Braydee Baugh, City Recorder

Approved as to Form:

Tysen J. Barker, Grantsville City Attorney

Exhibit “A”

Staff Report and Updated Chapter 7

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



**Staff Report Summary for
Chapter 7 Conditional Uses**

Parcel ID(s):
Property Address:
Applicant Name:
Request:
Prepared By: Shelby Moore

Meeting Date: 11/7/2024
Public Hearing Date: 11/7/2024
Current Zone:
Acres:

Planning Staff Explanation and Recommendation: Discussion of Chapter 7 Conditional Uses.

PLANNING STAFF ANALYSIS AND COMMENTS

- 1) The amendment to Chapter 7 is to clarify verbiage and clean up spelling errors.

*** Disclaimer: Please be advised that at no point should the comments and conclusions made by The City staff or the conclusions drawn from them be quoted, misconstrued, or interpreted as recommendations. These inputs are intended solely for the legislative body to interpret as deemed appropriate.*

The information provided is purely for the legislative body to interpret in their own right and context. It is crucial to maintain the integrity and context of the information shared, as it is meant to assist in the decision-making process without implying any endorsement or directive, but it is essential that it is understood within the appropriate scope.

Chapter 7 Conditional Uses

7.1 Definition Of Conditional Use

7.2 No Presumption Of Approval

7.3 Site Plan And Permit Required

7.4 Fee

7.5 Application

7.6 Staff Report And Site Plan Report

7.7 Public Hearing

7.8 Determination

7.9 Planning Commission Action

7.10 Effect Of Approval Of Conditional Use

7.11 Appeals Of Decision

7.12 Inspection

7.13 Time Limit

7.14 Notification Required

7.15 Amendment Of A Conditional Use Permit

7.16 Revocation

Amended 12/05 by Ordinance 2005-25

7.1 Definition Of Conditional Use

A conditional use permit is a land use that, because of its unique characteristics or potential impact on the City, surrounding neighbors or adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.

7.2 No Presumption Of Approval

The listing of a conditional use in any table of permitted and conditional uses found at the end of each chapter of this ordinance for each category of zoning district or districts does not constitute an assurance or presumption that such conditional use will be approved. Rather, each proposed conditional use shall be evaluated on an individual basis, in relation to its compliance with the standards and conditions set forth in this chapter and with the standards for the district in which it is located, in order to determine if the conditional use is appropriate at the particular location.

7.3 Site Plan And Permit Required

(1) A conditional use permit shall be required for all uses listed as conditional uses in the zoning district regulations where they are, or will be located, and if the use is specified as conditional use elsewhere in this ordinance. Failure to comply with any of the conditions imposed in the permit will result in an order to show cause for revocation. The permit may be revoked by the Planning Commission upon evidence that any condition has not been met.

(2) A conditional use permit has the potential for adverse impacts if located and laid out on zoning lots without careful planning. Such impacts may interfere with the use and enjoyment of adjacent property uses. Site plan review is a process designed to address such adverse impacts and minimize them where possible. Site plan review of development proposals is required for all conditional uses in all districts.

7.4 Fee

- (1) The application for any conditional use permit shall be accompanied by the appropriate fee as determined by the City Council.
- (2) Application fees are not refundable.

7.5 Application

(1) The Planning Commission may authorize the Zoning Administrator to grant, attach conditions to, or deny conditional use permits, subject to such limitations or qualifications as are deemed necessary. The Zoning Administrator is also authorized to issue conditional use permits for family food production, the raising of animals and commercial uses in existing buildings, when appropriate, but may also defer any such application to the Planning Commission for its determination, in the sole discretion of the Zoning Administrator.

(2) The Zoning Administrator shall send out the appropriate notification for all conditional use permits. If comments are received that indicate a concern about the proposed conditional use, the conditional use shall be sent to Planning Commission for its consideration.

(3) The Zoning Administrator does not have authority to approve commercial conditional use permits requiring construction of new facilities or requiring exceptions or variances to the City ordinances and standards.

(4) All applications for a conditional use permit shall include:

(a) The applicant's name, address, telephone numbers and interest in the property;

(b) The owner's name, address and telephone number, if different than the applicant, and the owner's signed consent to the filing of the application;

(c) The street address and legal description of the subject property;

(d) The zoning classification, zoning district boundaries and present use of the subject property;

(e) A vicinity map with North, scale and date, indicating the zoning classifications and current uses of properties within 500 feet of the boundaries of the subject property. When a conditional use permit will be considered by the Planning Commission, the application shall also include a current plat map showing the names and addresses of all property owners appearing on the tax rolls of the Tooele County Assessor within 500 feet of the boundaries of the subject property.

(f) A plat or a survey of the parcel of land, lots block, blocks, or parts or portions thereof, drawn to scale, showing the actual dimensions of the piece or parcel, lot, lots, block, blocks, or portions thereof, according to the registered or recorded plat of such land;

(g) The proposed title of the project and the names, addresses and telephone numbers of the architect, landscape architect, planner or engineer on the project;

(h) A complete description of the proposed conditional use;

(i) A plan or drawing drawn to scale of twenty feet to the inch (20' = 1 inch) or larger which includes the following information of the proposed use:

i. actual dimensions of the subject property;

ii. exact sizes and location of all existing and proposed buildings or other structures;

iii. driveways;

iv. parking spaces;

v. safety curbs;

vi. landscaping;

vii. location of trash receptacles; and

viii. drainage features and environmental features.;

(j) Traffic Impact Analysis;

(k) Geotechnical Report;

(l) Sewer and Water Modeling

(m) ~~(k)~~ A statement indicating whether the applicant will require a variance in connection with the proposed conditional use permit;

(n) ~~(l)~~ Envelopes, mailing labels and first-class postage for all property owners located within 500 feet of the subject property when a conditional use permit will be considered by the Planning Commission; and

(o) ~~(m)~~ Such other further information or documentation as the Zoning Administrator may deem to be necessary for a full and proper consideration and disposition of the particular application.

Amended 01/03 by Ordinance 2003-02

HISTORY

Amended by Ord. [2021-12](#) on 4/28/2021

Amended by Ord. [2022-06](#) on 5/4/2022

7.6 Staff Report And Site Plan Report

Once the Zoning Administrator has determined that the application is complete, a Staff Report evaluating the conditional use application shall be prepared by the Zoning Administrator and forwarded to the Planning Commission along with a Site Plan Review Report prepared by the Zoning Administrator.

7.7 Public Hearing

A public hearing may be held if the Chairman of the Planning Commission shall deem a hearing to be necessary and in the public interest.

7.8 Determination

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

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

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

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

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

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

- (f) That protection of property values, the environment, and the tax base for Grantsville City will be assured;
- (g) That the conditions shall be in compliance with the current comprehensive General Plan of Grantsville City;
- (h) That some form of a guarantee is made assuring compliance to all conditions that are imposed;
- (i) That the conditions imposed are not capricious, arbitrary or contrary to any precedence set by the Planning Commission on prior permits, which are similar in use and district, unless prior approvals were not in accordance with the provisions and standards of this ordinance;
- (j) The internal circulation system of the proposed development is properly designed;
- (k) Existing and proposed utility services are adequate for the proposed development;
- (l) Appropriate buffering is provided to protect adjacent land uses from light, noise and visual impacts;
- (m) Architecture and building materials are consistent with the development and compatible with the adjacent neighborhood;
- (n) Landscaping is appropriate for the scale of the development;
- (o) The proposed use preserves historical, architectural and environmental features of the property; and
- (p) Operating and delivery hours are compatible with adjacent land uses.

HISTORY

Amended by Ord. [2022-06](#) on 5/4/2022

7.9 Planning Commission Action

The staff's written recommendation shall be considered at the meeting. At the conclusion of the meeting, the Planning Commission shall either

- (1) approve the conditional use;
- (2) approve the conditional use subject to specific modifications;
- (3) postpone a decision pending consideration of additional information to be submitted by the applicant;
or
- (4) deny the conditional use.

7.10 Effect Of Approval Of Conditional Use

The approval of a proposed conditional use by the Planning Commission or the Zoning Administrator shall not authorize the establishment or extension of any use nor the development, construction, reconstruction, alteration or moving of any building or structure, but shall merely authorize the preparation, filing and processing of applications for any permits or approvals that may be required by the regulations of the City, including but not limited to a Building Permit, Certificate of Occupancy and subdivision approval.

7.11 Appeals Of Decision

Any person aggrieved by a decision of the Planning Commission regarding the issuance, denial or revocation or amendment of a conditional use permit, may appeal such decision to the City Council, whose decision shall then be final. All appeals to the City Council must be in writing and filed with the Zoning Administrator within thirty (30) days of the date of the decision appealed from. The decision of the City Council may be appealed to the District Court provided such appeal is filed within thirty (30) days of the decision of the City Council. Said appeal shall be filed with the Zoning Administrator and with the Clerk of the District Court.

7.12 Inspection

(1) Following the issuance of a conditional use permit by the Planning Commission or the Zoning Administrator:

(a) The Zoning Administrator shall take in an application for approval of a building permit (if applicable), and shall insure that development is undertaken and completed in compliance with the conditional use permit, these ordinances, and the building codes.

(b) The Zoning Administrator shall make periodic inspections to insure that compliance with all conditions imposed are being complied with. An Investigation Report will be issued to those who are out of compliance and if the discrepancy is not corrected in an allotted time, an Order to Show Cause will be issued for action by the Planning Commission.

7.13 Time Limit

(1) A conditional use permit for temporary uses may be issued for a maximum period of six (6) months, with renewals at the discretion of the Planning Commission for no more than three (3) successive periods thereafter.

(2) Unless there is substantial action under a conditional use permit within a maximum period of one (1) year of its issuance, said permit shall expire. The Planning Commission may grant one extension up to six (6) months, when deemed in the public interest. The approval of a proposed conditional use permit by the Planning Commission shall authorize only the particular use for which it was issued.

7.14 Notification Required

When the Planning Commission considers an application for a conditional use permit at the work meeting, notification shall be sent by mail to all landowners appearing on the tax rolls of Tooele County Assessor that adjoin the property or within an area that the Planning Commission or the Zoning Administrator deems to be impacted. It is the intent to make notification to all landowners or residents in the area that may be directly impacted by the conditional use action.

Amended 01/03 by Ordinance 2003-02

7.15 Amendment Of A Conditional Use Permit

(1) Once granted, a conditional use permit shall not be enlarged, changed, extended, increased in intensity, or relocated unless an application is made to amend the existing permit, and approval is given by the Planning Commission, except as provided below:

(a) The Zoning Administrator may administratively consider, approve, or disapprove modifications or changes which are consistent with the purpose and intent of this ordinance. In addition, such administrative determinations may be made only where the following conditions exist:

- i. All additions, modifications, or changes are determined not to have significant impact beyond the site.
- ii. Any decision of the Zoning Administrator may be appealed within 30 days to the Planning Commission.

(b) The Planning Commission may consider, approve with modifications, or disapprove amendments to a conditional use permit where the Zoning Administrator determines not to make an administrative determination as provided in (a) above and where the following requirements are met:

- i. The proposed modification or amendment complies with the intent and purpose of these ordinances.
- ii. Reasonable conditions may be attached, where and to the extent that the Planning Commission finds, that the imposition of the conditions will directly mitigate or eliminate some aspect of the proposed amendment that violate the intent and requirements of this chapter. Impacts must be of the magnitude that without the mitigation or elimination thereof, the amendment to the conditional use permit could not be granted.

iii. All decisions of the Planning Commission regarding approval, denial, the imposition of special conditions may be appealed to the City Council as provided in this Chapter.

7.16 Revocation

(1) The Planning Commission may revoke a conditional use permit if the conditions of a use permit are not fully complied with. Prior to the revocation of a use permit, the Chairman of the Planning Commission, after receiving information that there is reason to believe that the conditions of a use permit are not being complied with, shall issue an Order to Show Cause, to the owner or person(s) who are in control over the property or use in question. The order shall specify the alleged conditions that are not in compliance, inform the owner or other responsible party that the conditional use permit is in question and may be revoked, and any relevant evidence may be presented in support of the owner or responsible parties' position. All persons wishing to present evidence shall be required to take an oath or affirmation to tell the truth, which shall be administered by or under the direction of the Chairman of the Planning Commission. The form of the oath or affirmation shall be as specified by Sections 78-24-17 or 78-24-18 of the Utah Code Annotated. The Chairman may be reversed on any procedural ruling, by a majority vote of the other Planning Commission members present. A decision of the Planning Commission shall include a findings of fact and it's ruling.

(2) The Planning Commission may after a hearing, revoke a conditional use permit, allow the use to continue, or add new terms and conditions to an existing permit. Furthermore, the Planning Commission shall have the right of action to compel offending structures or uses to be removed at the cost of the violator or owner. Nothing in this section shall be construed to prevent the Planning Commission from otherwise reviewing use permits or be construed to prevent persons from being prosecuted under the criminal provision of this code for failure to comply with the terms of a conditional use permit.

(3) Any person or firm aggrieved by the decision of the Planning Commission regarding the revocation or amendment of a conditional use permit, may appeal such decision to the City Council whose decision shall then be final. The decision of the City Council shall be appealed to district court provided, that petition for such relief is presented to the court within 30 days after the filing of such decision in the office of the Grantsville City Council.

Agenda Item # 6

Consideration of Ordinance 2024-36
amending Chapter 21.6.13 of the
Grantsville Land Use and Management
Code regarding Storm Drainage and
Flood Plains



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

**AN ORDINANCE OF GRANTSVILLE CITY AMENDING CHAPTER 21.6.13 OF THE
GRANTSVILLE CITY LAND USE AND MANAGEMENT CODE REGARDING
STORM DRAINAGE AND FLOOD PLAINS.**

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

WHEREAS, the Grantsville City Council has determined the need to amend Chapter 21.6.13 of the Land Use and Management Code to enhance storm drainage and flood plain management requirements to better protect public health, safety, and welfare; and

WHEREAS, the proposed amendments aim to ensure that stormwater management practices align with best practices and current engineering standards for storm drainage design, detention, and retention; and

WHEREAS, a staff report, including new verbiage, recommendations, and updated storm drainage design requirements, has been prepared to support these amendments and is attached hereto as Exhibit A; and

WHEREAS, a public hearing was held on November 7, 2024, allowing interested parties to comment on the proposed changes;

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

Section 1. Amendment to Chapter 21.6.13: Chapter 21.6.13 of the Grantsville City Land Use and Management Code is hereby amended as set forth in Exhibit A.

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
4th DAY OF DECEMBER, 2024.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

By Mayor Neil Critchlow

ATTEST

Braydee Baugh, City Recorder

Approved as to Form:

Tysen J. Barker, Grantsville City Attorney

Exhibit “A”

Staff Report, Updated Chapter 21.6.13 and Updated Storm Drainage Design Requirements

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



**Staff Report Summary for
Chapter 21.6.13 Storm Drainage
and Flood Plains**

Parcel ID(s):
Property Address:
Applicant Name:
Request:
Prepared By: Shelby Moore

Meeting Date: 11/7/2024
Public Hearing Date: 11/7/2024
Current Zone:
Acres:

Planning Staff Explanation and Recommendation: Discussion of Chapter 21.6.13
Storm Drainage and Flood Plains.

PLANNING STAFF ANALYSIS AND COMMENTS

- 1) The amendment to Chapter 21.6.13 Storm Drainage and Flood Plains to ensure that storm water drains completely from any storm drainage basins within 72 hours after being filled to any capacity.

*** Disclaimer: Please be advised that at no point should the comments and conclusions made by The City staff or the conclusions drawn from them be quoted, misconstrued, or interpreted as recommendations. These inputs are intended solely for the legislative body to interpret as deemed appropriate.*

The information provided is purely for the legislative body to interpret in their own right and context. It is crucial to maintain the integrity and context of the information shared, as it is meant to assist in the decision-making process without implying any endorsement or directive, but it is essential that it is understood within the appropriate scope.

21.6.13 Storm Drainage And Flood Plains

- (1) A storm drainage system for the entire development shall be designed by a professional engineer, licensed in the State of Utah and qualified to perform such work. Existing storm drainage features which are to be incorporated in the design shall be identified. If the subdivision has phases, a general storm drainage plan for the entire area shall be presented with the infrastructure design and engineering drawings with the preliminary plat for the first phase. Appropriate development stages for the storm drainage system for each phase shall be indicated.
- (2) No lot one acre or less in area shall include flood lands. All lots of more than one acre shall contain not less than 40,000 square feet of land at an elevation at least two feet above the elevation of the 100 year recurrence interval flood or, where such data is not available, five feet above the elevation of the maximum flood of record.
- (3) Storm drainage systems shall be designed to consider the storm drainage basin as a whole and shall accommodate not only runoff from the development but also, where applicable, the runoff from those areas adjacent to and "upstream" from the development itself, as well as its effects on lands downstream.
- (4) Storm drainage basins shall be designed and maintained to ensure that stormwater drains completely from any storm drainage basins within 72 hours after being filled to any capacity by a storm. If an owner of property containing a storm drainage basin fails to ensure the complete drainage of the basin within the 72-hour period described in this section, a representative or agent of the City's Public Works department may, for the safety and welfare of its citizens, intervene and enter onto the property of the storm water basin and take steps reasonably necessary to ensure the complete drainage of the basin. The City may then charge the owner of property containing the storm drainage basin the costs incurred by the City to completely drain the storm drainage basin.
- (5) Storm drainage design and construction shall comply with Grantsville City Storm Drainage Design Requirements.



GRANTSVILLE CITY

STORM DRAINAGE DESIGN REQUIREMENTS

1. **Storm Water Collection System Requirements:**

a) **Design Storms:**

The storm water pipe collection system shall be designed to convey the 24-hour duration – Annual Exceedance Probability (AEP) 10-percent (10%) storm, 24-hour duration event if there is a continuous pathway to the Great Salt Lake. Collection systems for basin and street shall be sized for the AEP 1-percent (1%) storm, 24-hour duration event when discharging to an approved City release point.

Note: The AEP 10-percent (10%) storm is equivalent to a 10-year recurrence interval storm and an AEP 1-percent (1%) storm is equivalent to a 100-year recurrence interval storm. The 10-year and 100-year terms are not used by Grantsville City to reduce confusion and accurately convey such storms have a 10-percent or 1-percent chance of occurring in any given year, rather than implying these events happen once every 10-years or 100-years.

b) **Storm Water Runoff into Street Encroachment Requirements:**

- i. Flow from the AEP 10-percent (10%) storm shall not extend more than halfway into the travel lane adjacent to the curb and a minimum 12-foot wide travel lane shall be maintained for emergency vehicles. If there is a curb then total spread must be no more than 8-feet from the curb face.

c) **Easement and Access Requirements:**

- i. Easement widths and access for drainage channels, detention/ retention basins, lots line swales, and public storm drainage lines shall be reviewed and approved by the City Engineer. Access easements shall be a minimum width of 15-feet.

d) **Acceptable Pipe Materials:**

- i. Refer to the current City's preconstruction notes for acceptable pipe materials.

e) **Minimum Pipe Diameter and Slope:**

- i. The minimum pipe diameter for any public storm water collection system pipe is 15-inches with a minimum slope of 0.50 percent. If pipe diameter and slope is below the minimum standards then approval from the City Engineer is required.

f) **Manhole Spacing:**

- i. Minimum manhole spacing is 400-feet, unless otherwise approved by the City Engineer.

g) **Storm Drain Structure Drops:**

- i. Where changes in pipe sizes occur in a manhole, the inlet pipe crown must match or be higher than the larger outlet pipe crown.

h) **Cover:**

- i. Minimum cover is 18-inches or 6 inches below the pavement section whichever is greater, unless approved by City Engineer. Pipe cover must comply with pipe manufacturer's recommendations.

i) **Catch Basin Requirements:**

- i. Catch basins will not be allowed on the radius of curves at intersections.
- ii. Flow through catch basins shall not be allowed unless designed as a combination box with manhole lid access. Locked gate access with keys for designate basin maintenance personnel and for City emergency access shall be provided.
- iii. A manufactured snout or similar oil/debris/water separator is required prior to a detention basin, retention basin, or any other discharges from a development into a public drainage. Sump depth in



catch basin with snout shall be sized as recommended by snout manufacturer.

- iv. Catch basins shall be installed at maximum intervals of 400-feet where channelized flow is occurring.

j) Detention/Retention Basin Requirements:

- i. Public, private, or HOA detention/retention basins shall have 6-foot tall (finish grade to top of sign) telespar, or City approved, post with the following signs:
 - a. “Stormwater Basin” 12-inch x 18-inch Sign
 - b. “No Trespassing” 12-inch x 18-inch Sign
 - c. Each sign shall be RA Type I Engineering Grade Prismatic Reflective Sheeting on 0.080 aluminum.
- ii. Public detention/retention basins with amenities shall have 6-foot tall (finish grade to top of sign) telespar, or City approved, post with the following signs:
 - a. “No Dumping” 12-inch x 18-inch Sign
 - b. “Stormwater Basin
Designed to collect runoff from the local storm sewer system following either a rainfall or snowmelt event.
Basins temporarily hold this stormwater, provides treatment to remove pollutants, and then slowly release the water back to our waterways.
No swimming, use at your own risk.” 18-inch x 24-inch Sign
 - c. Each sign shall be RA Type I Engineering Grade Prismatic Reflective Sheeting on 0.080 aluminum.
- iii. Storm water drainage areas need to include front yards and rear yards in the developments calculations if they do not include individual lots detention/ retention basins.
- iv. Retention basins shall completely infiltrate and drain within 72-hours from the beginning of a storm event for vector control. Infiltration tests shall be performed using the double ring infiltrometer test in accordance with ASTM D 3385 for all retention basins. The test shall be completed at the elevation of the bottom of the basin where infiltration will occur. A factor of safety of two (2) shall be used for design and a minimum of two (2) tests shall be completed with a minimum of one (1) test per 10,000 square feet of infiltration area. These tests shall be submitted with drainage calculations to the City for review.
- v. Storm water dry wells, injections wells, or any underground storm water discharge structure is acceptable in the City, but shall comply with the Utah Department of Environmental Quality (UDEQ) Underground Injection Control (UIC) program requirements. Proof of an application pertaining to the development has been submitted under the UIC program shall be provided to the City for their records. Special consideration shall be given to water quality, groundwater depth, and other factors. Individual or single family homes may be exempt from these requirements. Please contact the Utah Department of Environmental Quality - Water Quality for clarification. Developments may use percolation tests for underground systems which infiltrate in the horizontal and vertical planes.
- vi. 1-foot freeboard minimum above the AEP 1-percent (1%) storm, 24-hour duration event when discharging water level through spillway is required. Spillway shall be reinforced with concrete per City Detail.
- vii. Detention/retention basin minimum of top berm width shall be 3-feet.
- viii. Vegetate basins with turf, if irrigated, or native seeded grass for maintenance purposes. If turf is installed, turf soil shall be free draining, not include clay soils, and not impact stormwater infiltration.



- ix. Rocks or gravel surfacing of detention/retention basins are not allowed without City approval.
- x. Detention/retention basins with amenities shall have accessible path to amenity which is a concrete sidewalk meeting ADA standard. Interior slope of detention/retention basin at ramp shall be between 8 Horizontal:1 Vertical to 12 Horizontal:1 Vertical slope.

k) Manning's n Values:

- i. n value for linings shall be determined per an approved Engineers Manual based on size and placement of materials. Calculations shall include the reference used for the n value for review by the City Engineer.

Manning's Roughness n for Open Channels			
Channel Type	Manning n		
	Minimum	Normal	Maximum
1. Lined or Constructed Channels			
a. Cement:			
1. Neat, surface	0.01	0.011	0.013
2. Mortar	0.011	0.013	0.015
b. Concrete:			
1. Trowel finish	0.011	0.013	0.015
2. Float finish	0.013	0.015	0.016
3. Finished, with gravel on bottom	0.015	0.017	0.02
4. Unfinished	0.014	0.017	0.02
5. Gunite, good section	0.016	0.019	0.023
6. Gunite, wavy section	0.018	0.022	0.025
7. On good excavated rock	0.017	0.02	-
8. On irregular excavated rock	0.022	0.027	-
c. Concrete Bottom Float Finish with sides of:			
1. Dressed stone in mortar	0.015	0.017	0.02
2. Random stone in mortar	0.017	0.02	0.024
3. Cement rubble masonry, plastered	0.016	0.02	0.024
4. Cement rubble masonry	0.02	0.025	0.03
5. Dry rubble or riprap	0.02	0.03	0.035
d. Gravel Bottom with sides of:			
Channel Type	Manning n		



1. Formed concrete	0.017	0.02	0.025
2. Random stone mortar	0.02	0.023	0.026
3. Dry rubble or riprap	0.023	0.033	0.036
e. Brick:			
1. Glazed	0.011	0.013	0.015
2. In cement mortar	0.012	0.015	0.018
f. Masonry:			
1. Cemented rubble	0.017	0.025	0.03
2. Dry rubble	0.023	0.032	0.035
g. Dressed Ashlar / Stone Paving	0.013	0.015	0.017
h. Asphalt:			
1. Smooth	0.013	0.013	0.017
2. Rough	0.016	0.016	0.017
i. Vegetal Lining	0.03	-	0.5
j. Wood:			
1. Planed, untreated	0.01	0.012	0.014
2. Planed, creosoted	0.011	0.012	0.015
3. Unplaned	0.011	0.013	0.015
4. Plank with battens	0.012	0.015	0.018
5. Lined with roofing paper	0.01	0.014	0.017
2. Excavated or Dredged Channels			
a. Earth, Straight, and Uniform:			
1. Clean, recently completed	0.016	0.018	0.02
2. Clean, after weathering	0.018	0.022	0.025
3. Gravel, uniform section, clean	0.022	0.025	0.03
4. With short grass, few weeds	0.022	0.027	0.033
b. Earth Winding and Sluggish:			
1. No vegetation	0.023	0.025	0.03
2. Grass, some weeds	0.025	0.03	0.033
3. Dense weeds or aquatic plants in deep channels	0.03	0.035	0.04
4. Earth bottom and rubble sides	0.028	0.03	0.035
5. Stony bottom and weedy banks	0.025	0.035	0.04
6. Cobble bottom and clean sides	0.03	0.04	0.05
c. Dragline-Excavated or Dredged:			
1. No vegetation	0.025	0.028	0.033
2. Light brush on banks	0.035	0.05	0.06
d. Rock Cuts:			
1. Smooth and uniform	0.025	0.035	0.04
Channel Type	Manning n		



2. Jagged and irregular	0.035	0.04	0.05
e. Channels not Maintained, Weeds and Brush Uncut:			
1. Dense weeds, high as flow depth	0.05	0.08	0.12
2. Clean bottom, brush on sides	0.04	0.05	0.08
3. Same as above, highest stage of flow	0.045	0.07	0.11
4. Dense brush, high stage	0.08	0.1	0.14
3. Main Channels			
a. Clean, straight, full stage, no rifts or deep pools	0.025	0.03	0.033
b. Same as above, but more stones and weeds	0.03	0.035	0.04
c. Clean, winding, some pools and shoals	0.033	0.04	0.045
d. Same as above, but some weeds and stones	0.035	0.045	0.05
e. Same as above, lower stages, more ineffective	0.04	0.048	0.055
f. Same as (d) with more stones	0.045	0.05	0.06
g. Sluggish reaches, weedy, deep pools	0.05	0.07	0.08
h. Very weedy reaches, deep pools, or floodways with heavy stand of timber and underbrush	0.075	0.1	0.15
4. Mountain Streams, No Vegetation in Channel, Banks usually Steep, Trees and Brush along Banks Submerged at High Stages			
a. Bottom: gravels, cobbles, and few boulders	0.03	0.04	0.05
b. Bottom: cobbles with large boulders	0.04	0.05	0.07
<i>Source:</i> (1) ASCE, (1982), <i>Gravity Sanitary Sewer Design and Construction</i>, ASCE Manual of Practice No. 60, New York, NY. (2) Chow, V.T., (1959), <i>Open Channel Hydraulics</i>, McGraw-Hill, New York, NY.			

l) Riprap Sizing:

- i. Channel Riprap sizing calculation shall utilize Federal Highway Administration (FHWA) Hydraulic Engineering Circular (HEC) No. 14, Current Edition, Chapter 10 or equivalent standard.

m) Erosion Control:

- i. The developer shall provide a copy of their Fugitive Dust Mitigation Plan, Erosion Control Plans, SWPPP, Notice of Intent (NOI), and Notice of Termination (NOT) with the State if their construction project is greater than 1 acre. The SWPPP sign shall be posted on site and visible to adjacent public right-of-way.

2. Hydrology Requirements:

a) Rainfall Data:

- i. NOAA Atlas 14 shall be used for rainfall in the City of Grantsville
(see https://hdsc.nws.noaa.gov/hdsc/pfds_map_cont.html)

b) Design Storms:

- i. To reduce post-development storm water runoff, developments must retain and treat the 80th percentile rainfall event. The 80th percentile rainfall event for Grantsville City is 0.50 inches. The



Reese method, as shown below, shall be used to calculate the volumetric runoff coefficient used for determining the 80th percentile volume. For developments larger than 10 acres use the SCS Method to determine the 80th percentile volume.

- a. Sedimentation basin shall be provided for first flush/80th percentile rainfall events in retention/detention basins and shall be designed to be easily accessed and maintained.

i. Method 1- Reese Method:

1. Comparing the imperviousness of 44 nationwide sites to their respective calculated volumetric runoff coefficient, a simple linear regression equation was created to estimate the volumetric runoff coefficient for small urban catchments. Land uses for these sites were classified as residential, mixed, commercial, industrial, and urban open and nonurban (Schueler, Controlling Urban Runoff: A Practical Manual for Planning and Designing Urban BMPs, 1987). Outliers were removed from this dataset by Reese to derive the equation below. Removing outliers from the dataset reduces the impact of erroneous measurements (Reese, 2006). $RV=0.9Ii-0.0204$

Source: *A Guide to Low Impact Development within Utah*. Revised August 2020 by Michael Baker International.

- ii. Retain/Detain the AEP 1-percent (1%) storm, 24-hour duration event for project site.
- iii. Developments may detain the AEP 10-percent (10%) storm event, 24-hour duration if there is a continuous pathway to the Great Salt Lake.
- iv. For West Bank drainage areas, developed drainage may discharge at the following rates if there is a continuous path to the Great Salt Lake:

Table 1: Unit Discharge Requirement for West Bank Watersheds

24-hour Duration Storm Event	Watershed's Peak Unit Discharge (cfs/acre)	All Other Watersheds Peak Unit Discharge (cfs/acre)
10 year	0.003	0.05
100 year	0.01	0.15

Source: Table 17 in Section 5 from the Storm Water Management Study for Baker and Pope Watersheds dated April 2015 by AQUA Engineering.

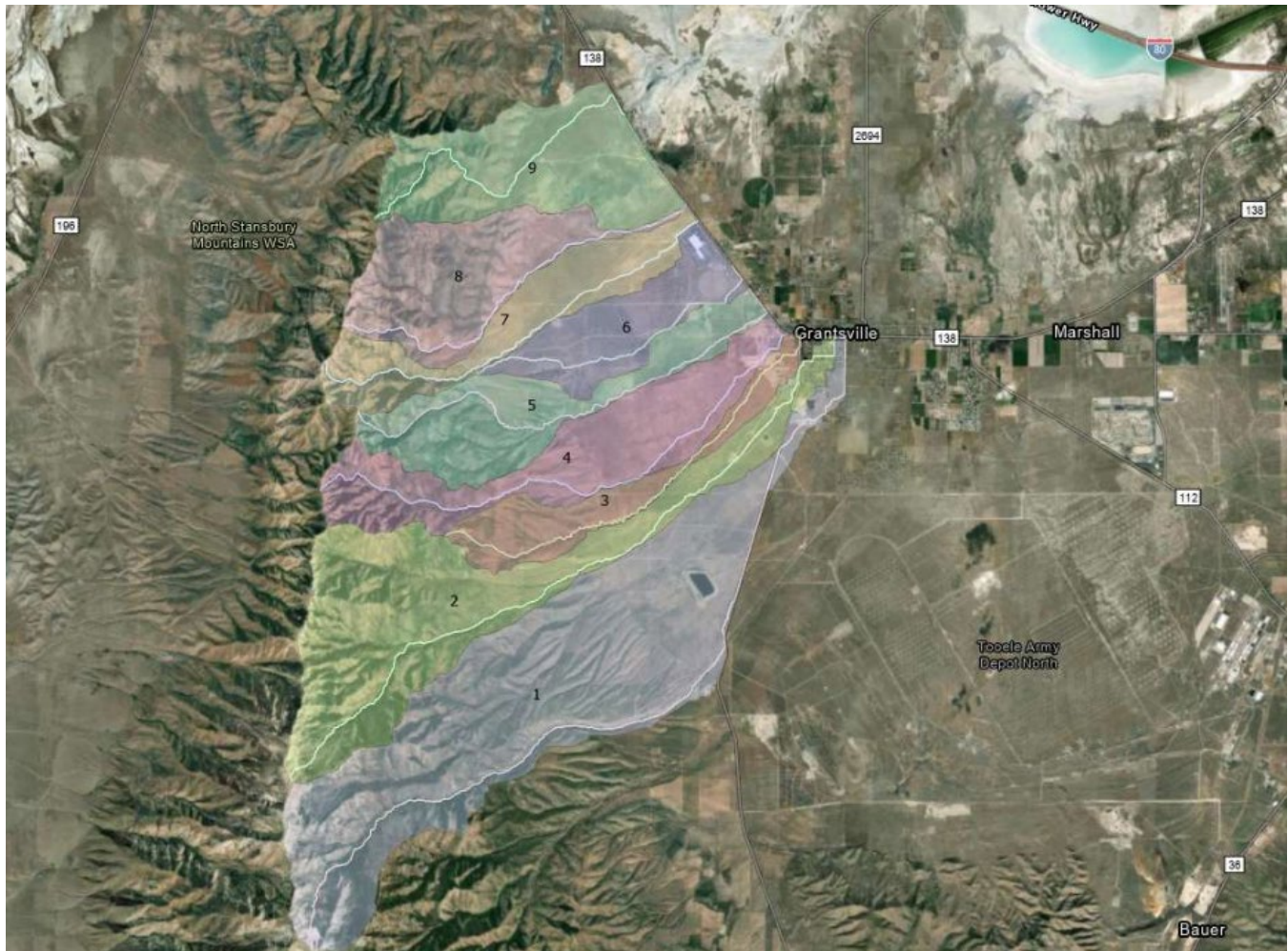
- v. Refer to Table 2 and Figure 1 for a map of West Bank Watersheds.

Table 2: West Bank Sub-basin Number and Name

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

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

Figure 1: Map of West Bank Watersheds



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

- vi. The West Bank area consists of alluvial fans which are an accumulation of sediments fanning outwards from a concentrated source of sediments. Alluvial fans are typically formed where flow emerges from a confined channel and is free to spread and infiltrate. Due to these sediments, deposits in an alluvial fan can cause the defined channels to shift courses which is why it is important to construct sedimentation basins at the top of the alluvial fan and reinforce and define channels throughout the fan to discharge safely through existing and proposed development avoiding riverine flooding. Recently the West Bank Area has been identified as an alluvial fan Zone A based on a Base Level Engineering (BLE) analysis. This area is currently being studied by the State in more detail, but the results are currently not available. Channelization through the alluvial fan and sedimentation basins above the alluvial fan are improvements to allow storm water to flow through developments or mitigate alluvial fan hazards. Mitigation measures within the alluvial fan will need to be constructed to remove hazards either regionally or localized. Developers should coordinate with the State and FEMA MT-2 team (LOMR reviewers) along with the City and County to work through development in the alluvial fan.



3. **Drainage Calculations or Report Requirements:**

- a) If discharge will be above the allowed discharge per area rates shown on Table 1 then a pre and post development hydrologic analysis will be required showing flows will not cause a negative affect downstream. The Rational Method ($Q=CiA$) may be used in computations for the rate of runoff for urban and small watershed 100 acres or less.
 - i. Q = peak rate of runoff, cubic feet per second
 - ii. C = runoff coefficient
 - iii. i = average rainfall intensity, inches per hour
- b) The SCS method, SCS TR-55 “Urban Hydrology for Small Watershed”, HEC-1/HEC-HMS, or other methods shall be used for larger watersheds.
- c) Table 2 shall be used for runoff coefficients unless approved by the City Engineer.

Table 2: Runoff Coefficients

Land Use Type	Runoff Coefficients “C”
Rural	0.25-0.35
Single Family Residential	0.45-0.60
Multi-Residential	0.60-0.70
Neighborhood Commercial	0.85
Community Commercial	0.85
Tourist Commercial	0.85
Office	0.85
Manufacturing	0.85-0.90
Distribution and Warehousing	0.85-0.90
Public Facility	0.50-0.85
Pavement and Concrete Surfaces	0.90-0.95
Park	0.25
Open Space (0-5% grade – vegetated)	0.20-0.30
Open Space (0-5% grade – no vegetation)	0.30-0.40
Open Space (5-15% grade – vegetated or unvegetated)	0.40-0.50
Open Space (Over 15% grade – sparsely vegetated, rock or clay soils)	0.40-0.60

- i. Weighted values of the runoff coefficient “C” may be required where land use is most accurately described as a mixture of the land uses listed above or where it is a mixture of pervious and impervious areas and not represented by a single entry in Table 2.
- d) Intensity-Duration-Frequency curves for NOAA Atlas 14 shall be used for determining the applicable intensity. (see https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html?bkmrk=ut)
- e) Definition for Time of Concentration

- i. $t_c = 10 \text{ or } \frac{L}{V \times 60}$ whichever is greater

t_c = initial time of concentration at inlet, minutes

L = Flow line length from uppermost point of watershed to the discharge point, feet

V = channel or overland velocity, feet per second

* Velocity shall be calculated using NRCS Urban Hydrology for Small Watersheds, current edition, or equivalent standards.

- ii. Given the time of concentration at a design point, the time of concentration at the next design point is



determined by adding travel time, expressed as:

iii. $t = \frac{L}{V \times 60}$

t = travel time, minutes

L = length of channel or conduit between design points, feet

V = channel or conduit, feet per second

4. **Submittal Requirements for Drainage Drawings and Report**

a) **Project Drawings:**

- i. Hydraulic grade line (HGL) profiles, (see sample sheet).
- ii. Location and size of all existing and proposed structures.
- iii. Proposed materials.
- iv. Pertinent elevations and slopes.
- v. Pipe capacity, and the AEP 10-percent (10%) storm, and the AEP 1-percent (1%) storm, 24-hour flows, and velocities.

b) **Drainage Report or Calculations: (Shown on Drawings)** – The following standards apply to the Drainage Report or Calculations (public and private).

1. **Title Page:**

- a. Project name.
- b. Preparer's name, firm, date.
- c. Professional engineer's seal of preparer and signature.

2. **Introduction:**

a. **Site location:**

- i. Street location, parcel number(s), and section reference.
- ii. Adjacent developments.

b. **Site Description:**

- i. Topography, ground cover, etc.
- ii. Existing drainage facilities, major drainage facilities, flood hazard areas, irrigation ditches, other site conditions that must be considered.
- c. Proposed project description.
- d. Other previous studies relevant to site.

3. Historic drainage system (discuss the following):

a. Major basins and offsite contributions:

- i. Relationship to major drainage facilities.
- ii. Major basin drainage characteristics (topography, runoff, cover, use, erosion, etc.).

b. Sub-basin and site drainage (i and ii may be tabulated on map):

- i. Minor AEP 10-percent (10%) storm and major AEP 1-percent (1%) storm, 24-hour storm flows for each sub-basin affecting the site.
- ii. Existing drainage patterns: channelized or overland flow, point of discharge, etc.
- iii. Effect of historic flows on adjacent properties.

4. **Proposed (developed) drainage system:** (discuss each of the following)

a. **Criteria:**

- i. Size of major basins, tributary sub-basins, and other offsite contributions.
- ii. Hydrologic method to be used for analysis (Rational, SCS, etc.).



- iii. Design storm intensities (minor AEP 10-percent (10%) storm, major the AEP 1-percent (1%) storm, 24-hour duration event,) or as required by the City Engineer.

b. Runoff And Other Contributions:

- i. Historic storm flow rates and paths.
- ii. Developed storm flow rates and paths for minor and major storms.
- iii. Contributions from open joined system.
- iv. Demonstrate flows are routed to a public system with adequate capacity when/ if available.

c. Piping:

- i. Demonstrate the capacity of the storm drain system, including all downstream improvements.
- ii. Verify storm flows and capacity from inlets to ultimate outlets of the drainage system.

d. Detention/Retention System Including:

- i. Volume required to hold the AEP 1-percent (1%) storm, 24-hour storm with 1-foot freeboard minimum above the AEP 1-percent (1%) storm, 24-hour event flowing water level through spillway.
- ii. Show the overflow location for volumes over the AEP 1-percent (1%) storm, 24-hour duration event when discharging to an approved City release point..
- iii. Passage of storms exceeding the AEP 10-percent (10%) storm up to the AEP 1-percent (1%) storm, 24-hour duration event when discharging to an approved City release point..
- iv. Engineer to provide detailed description of downstream constraints (or none) and design calculations on how to mitigate the problem.
- v. Need for detention/retention shall be clearly identified in the preliminary or schematic report and the necessary detention/retention area shall be identified on preliminary plans.

e. Streets: (This information may be shown on the plans.)

- i. Depth and velocity of flow for major and minor storms. Demonstrate a 12-foot clear lane exists for emergency vehicles at all times.
- ii. Drainage system.

f. Open Channel Flow: (This information may be shown on the plans.)

- i. Type.
- ii. Depth and velocity.
- iii. Freeboard.
- iv. HEC-RAS analysis when required by the City Engineer.

g. Storm drains and culverts (Show all data on plans.)

5. Areas within flood hazard zone when applicable:

- a) Impacts.
- b) Protection.
- c) Compliance with Federal Emergency Management Administration (FEMA) requirements, RMC 18.12 "Flood Hazard Areas", and critical flood zones. Show existing and proposed CLOMR and LOMR information, and show status of submittal and review process.
- d) Provide elevation certificate for occupied structures within current BLE floodway determination. Coordinate with Utah Flood Hazards and Floodplain management for 2-D HEC-RAS model for BFE.
- e) Comply with Grantsville City Code, Chapter 5-3, Flood Damage Prevention Regulations.

6. Conclusions:

- a) Benefits.
- b) Adverse effects with solutions for mitigation of impacts.

7. Appendices:

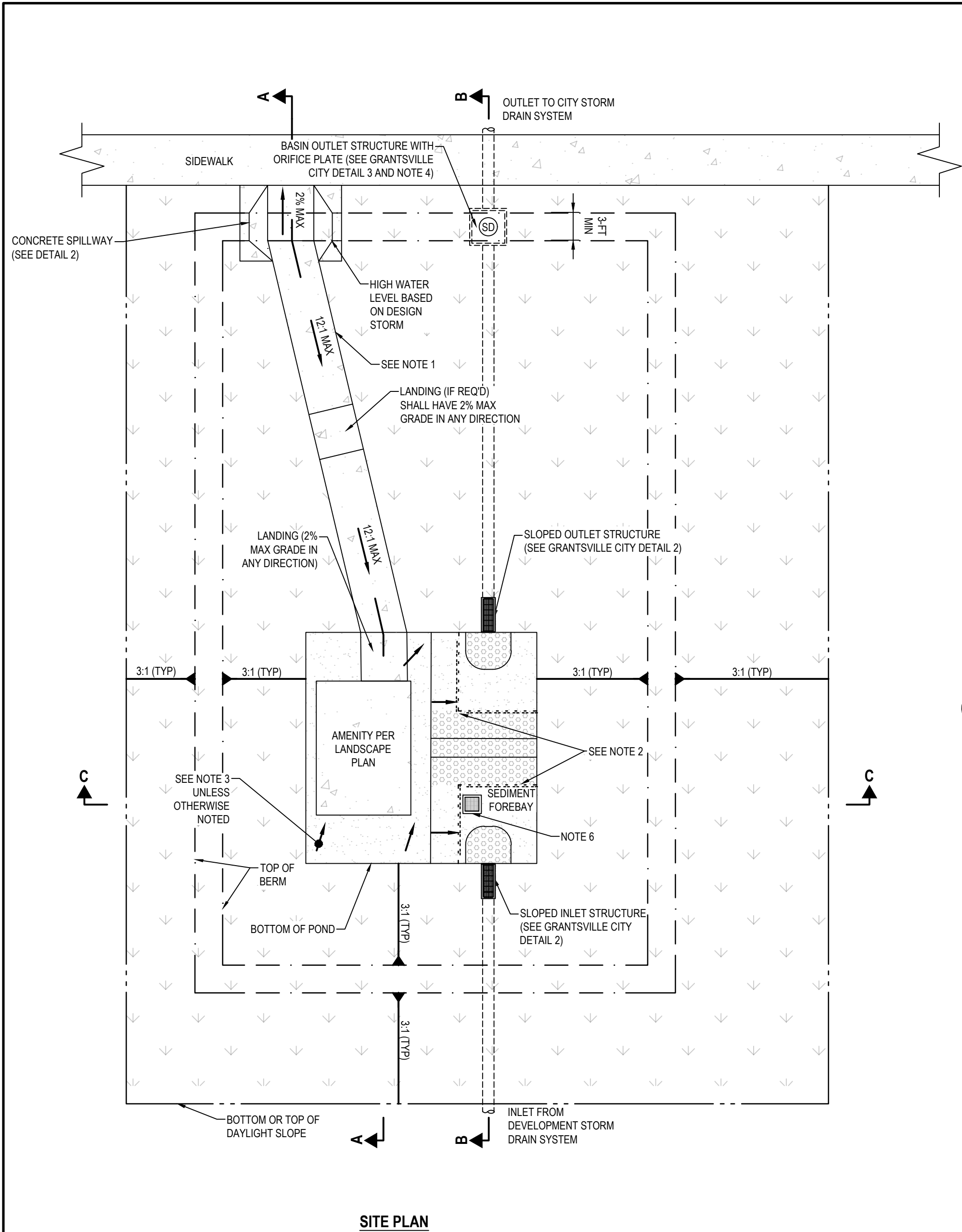
- a) **Hydrologic and hydraulic computations:**



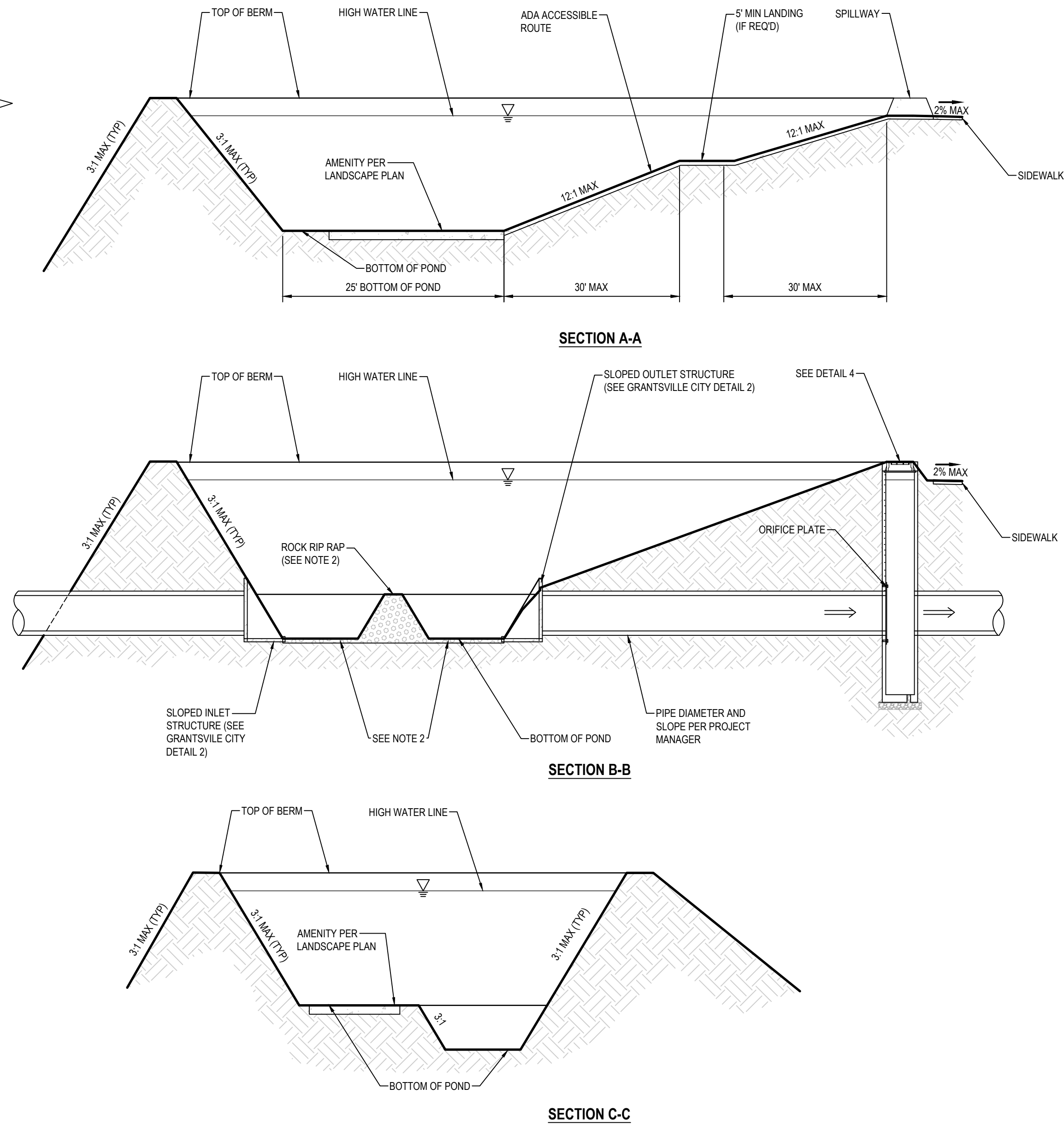
- i. List and explain basin assumptions and input factors used.
 - 1) Tabularized and/or discussed as necessary.
 - 2) Indicate any sensitivity analysis performed.
 - 3) Include source tables and references for parameters, such as soil groups, SCS curve numbers, C values, n values, etc.
 - ii. **Historic Runoff:**
 - 1) Off-site.
 - 2) On-site.
 - iii. **Developed Runoff:**
 - 1) Off-site – Flows that have been concentrated into one area from the project shall not flow higher than the project flow in that area.
 - 2) On-site.
 - iv. Detention for up to the AEP 1-percent (1%) storm, 24-hour duration event when discharging to an approved City release point:
 - v. **Hydraulic Computations:**
 - 1) Hydraulic grade line (HGL) minor storm.
 - 2) Hydraulic grade line (HGL) major storm.
 - 3) Inlet/outlet calculations.
 - vi. **Rip-rap sizing:**
- b) Drainage Plan:**
- i. **Site Drainage Plan:**
 - 1) Show the existing and proposed contours for the property.
 - 2) The site drainage plan may be at the same scale as the grading plan but must meet legibility requirements for scanned documents. Show all sub-drainage areas per catch basin or channel and tabulate existing and proposed drainage showing length, calculated velocity and time of concentration on various runs of grass, gutters, etc., cumulative time of concentration, average rainfall intensity, area, runoff coefficient (weighted if necessary), and peak flows for the AEP 10-percent (10%) storm and the AEP 1-percent (1%) storm, 24-hour duration event when discharging to an approved City release point.
 - 3) All inlets and manholes shall be labeled to correspond to tabular numbering system used in drainage report. Pipe sizes, grades, velocities, peak flows and hydraulic grade lines shall be shown for all parts of the system in a tabular form on the plans.
 - 4) Both location plan (overall drainage) and sub-drainage plan shall be signed and sealed by a Utah Registered Civil Engineer and shall be included in the construction plans for the subdivision/development.
 - 5) On grading plans show peak flows for the AEP 10-percent (10%) storm and the AEP 10-percent (10%) storm at inlets and other sub-basin points of concentration, at discharge points and in channels. Show peak flows entering and leaving the site; trace path leaving site to nearest major drainage facility without adverse impact to downstream owners.
 - 6) On plan and profile sheets, show peak flows for the AEP 10-percent (10%) storm and the AEP 1-percent (1%) storm, 24-hour duration event when discharging to an approved City release point at all inlets and in pipes as per above, and in pipes show slope, velocity, and capacity, and hydraulic grade line if surcharged.
 - 7) If the lot cannot drain the yard to the street, then a basin shall be located in the rear yard to prevent storm runoff from draining to the neighbors from the back of the property.



- ii. Benchmarks – To be shown on plans with benchmarks to match the existing state approved benchmarks.
- iii. Existing and proposed property lines.
- iv. Existing and proposed drainage easements.
- v. Street names, grades, widths and rights-of-way or easements.
- vi. Routing and peak flow rate or volume at the upstream and downstream ends of the site and at various critical points on-site for both minor and major runoff. Depth and hydrograph for both storms for all sub basins.
- vii. Street cross sections showing the AEP 1-percent (1%) storm, 24-hour duration event when discharging to an approved City release point flood levels, no more than one-half way into the outside travel lane for emergency vehicle clear lane.
- viii. Existing and proposed major drainage facilities.
- ix. **Open channel flow in major channels shall be provided with the following information on plans:**
 - 1) Channel and hydraulic grade line (HGL) profiles.
 - 2) Cross sections and required rights-of-way or easements at the AEP 1-percent (1%) storm, 24-hour duration event intervals or changes from the typical section.
 - 3) Location and size of all existing and proposed structures.
 - 4) Channel section and lining details.
 - 5) Freeboard for the AEP 1-percent (1%) storm, 24-hour duration event when discharging to an approved City release point.
 - 6) Channel capacity and storm flows, the AEP 10-percent (10%) storm and the AEP 1-percent (1%) storm, 24-hour duration event when discharging to an approved City release point flows and velocities.



SITE PLAN



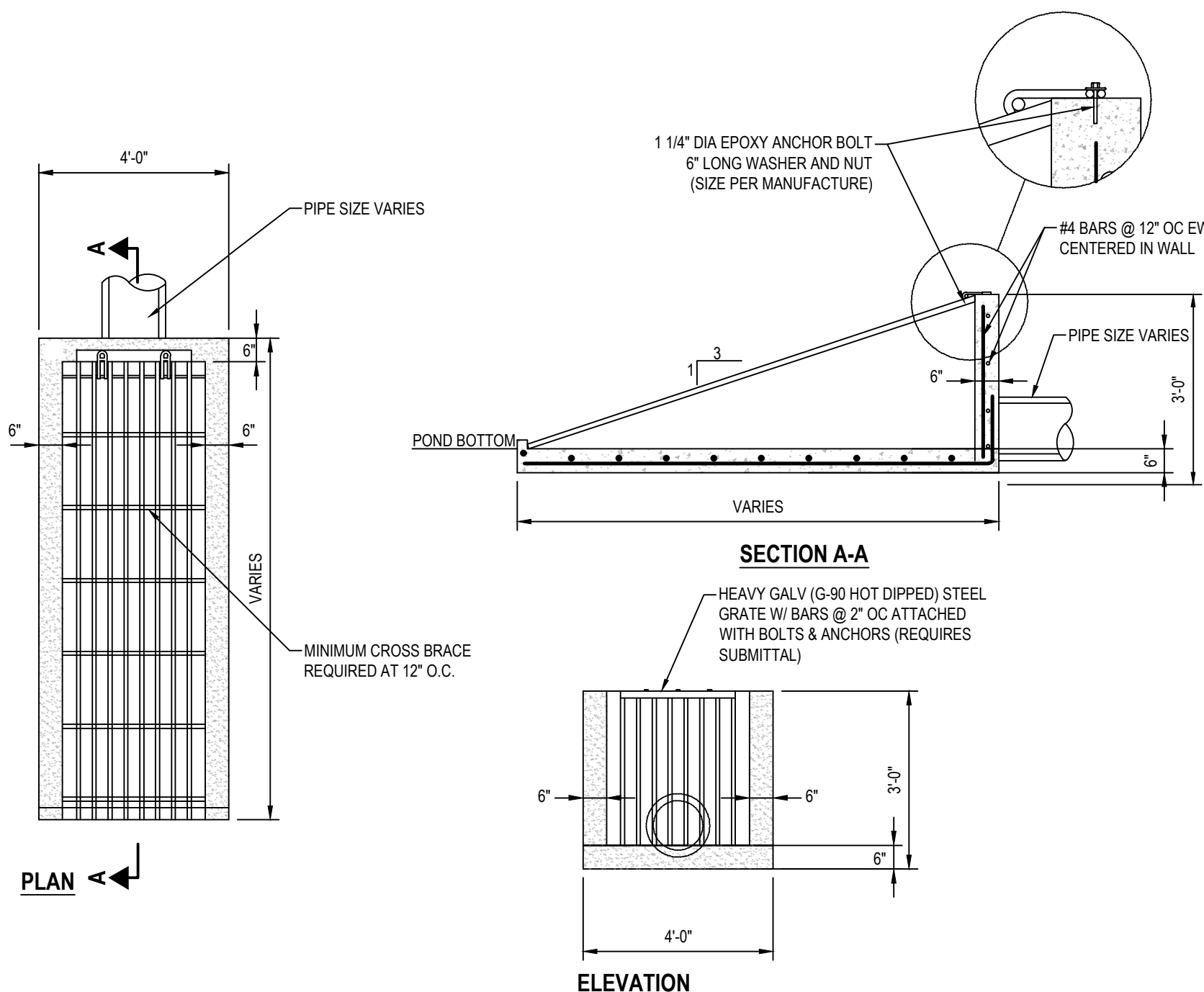
SECTION A-A

SECTION B-B

SECTION C-C

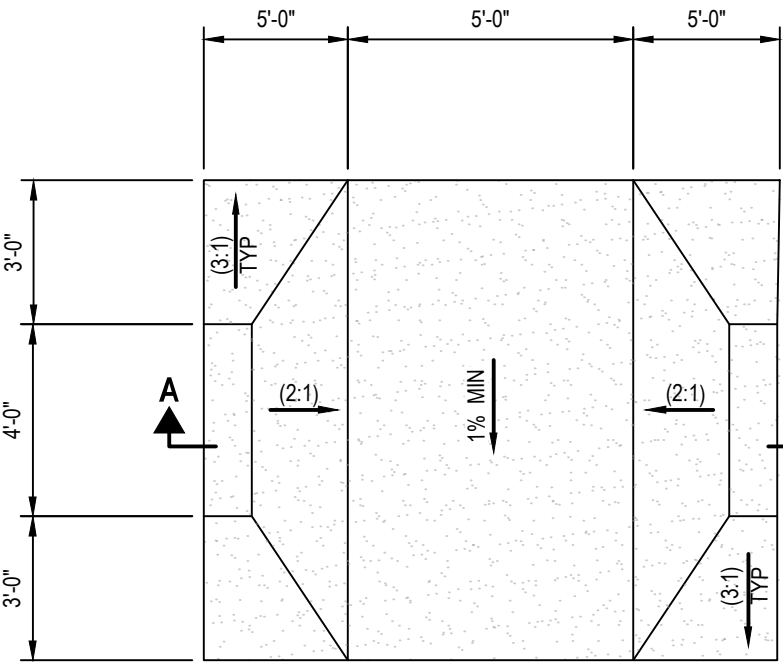
NOTES:

1. ACCESSIBLE PATH TO AMENITY SHELL BE CONCRETE SIDEWALK AND MEET ADA STANDARDS
2. SEDIMENT FOREBAY TO BE MINIMUM 12-INCHES BELOW BOTTOM OF AMENITY AREA AND BE SEPARATED FROM DISCHARGE AREA BY ROCK RIP RAP PROPERLY SIZED.
3. BASIN BOTTOM SHALL BE SLOPED TOWARDS OUTLET STRUCTURE AT A MINIMUM 1%. INCLUDE 2 TO 3-INCHES OF GRAVEL.
4. RETENTION BASIN WOULD NOT HAVE OUTLET STRUCTURE TO CITY STORM DRAINAGE SYSTEM.
5. ROCK RIP RAP AT INLET AND OUTLET STRUCTURE.
6. IF POND WILL NOT INFILTRATE IN 72 HOURS, PROVIDE PERFORATED CATCH BASIN OR MANHOLE WITH GRATE LID AND GRAVEL SUMP TO A DEPTH OF SOIL WITH HIGHER INFILTRATION
7. REFER TO GRANTSVILLE CITY STORM DRAINAGE DESIGN REQUIREMENTS

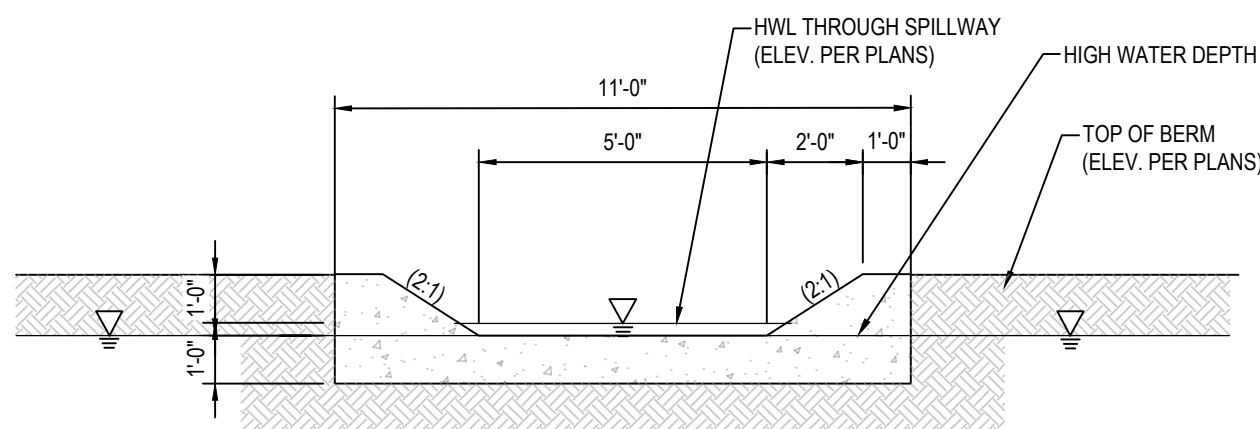


2 INLET/OUTLET STRUCTURE DETAIL

SCALE: NONE



PLAN VIEW



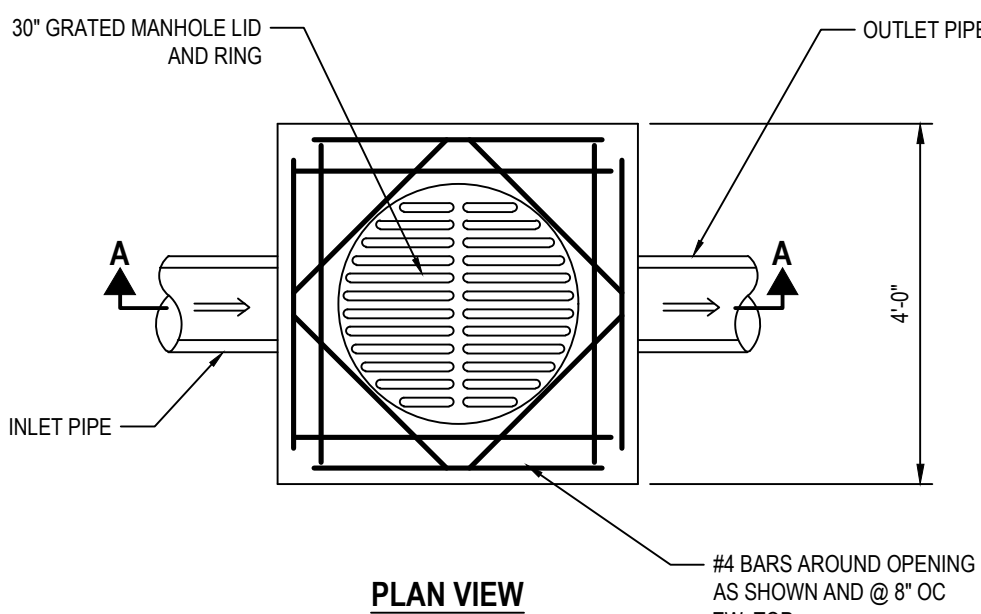
SECTION A-A

5 CONCRETE SPILLWAY DETAIL

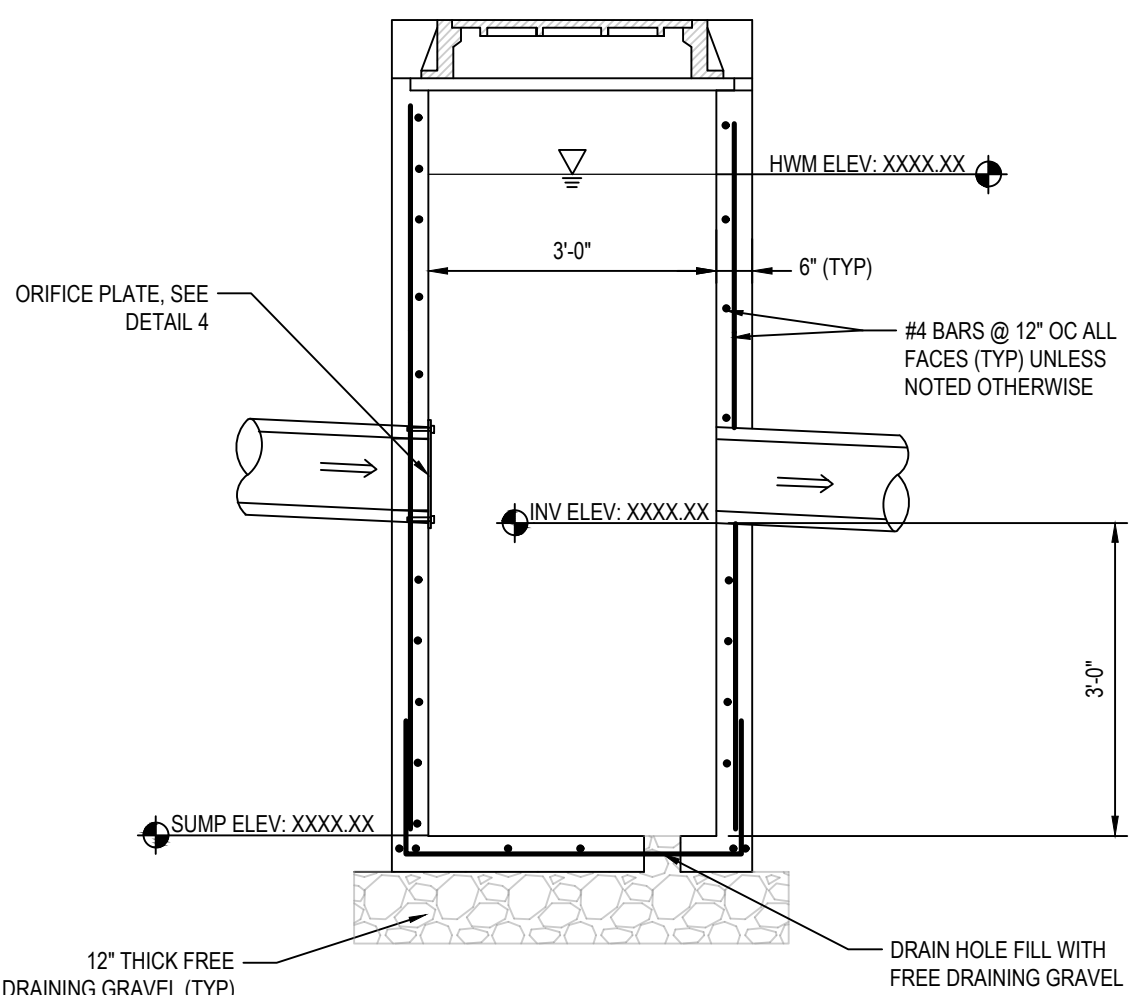
SCALE: NONE

1 DETENTION/RETENTION BASIN WITH AMENITY DETAIL

SCALE: NONE



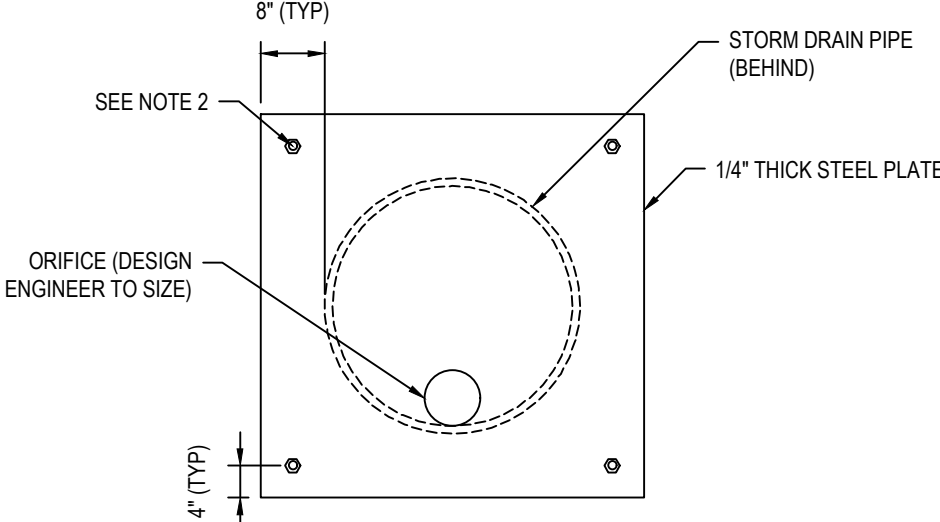
PLAN VIEW



SECTION A-A

3 BASIN OUTLET STRUCTURE

SCALE: 1/2" = 1'-0"



NOTES:

1. STEEL: ASTM A36 STEEL
2. BOLTS: USE 1/2 INCH STAINLESS STEEL BOLTS WITH 1/8 INCH STAINLESS STEEL WASHERS.
3. FINISH: HOT DIPPED GALVANIZED

4 ORIFICE PLATE DETAIL

SCALE: 1" = 1'-0"

Agenda Item # 7

Consideration of Ordinance 2024-37
approving the amendment to the Fee
Schedule to reduce the Plan Check Fee
for Commercial Permits



**GRANTSVILLE CITY
ORDINANCE NO. 2024-37**

AN ORDINANCE OF GRANTSVILLE CITY AMENDING THE PLAN CHECK FEE

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

WHEREAS, Grantsville City has established fees associated with building permits, including Plan Check Fees, as outlined in the Grantsville City Fee Schedule; and

WHEREAS, the City Council finds it necessary to periodically review and adjust these fees to ensure alignment with current administrative costs and operational needs; and

WHEREAS, the City has determined that an adjustment to the Plan Check Fee is necessary to better reflect the cost of services provided; and

WHEREAS, the proposed amendment to the Plan Check Fee is attached hereto as Exhibit A, which provides specific details of the changes; and

WHEREAS, the City Council has provided proper notice and held a public hearing in accordance with Utah State law to receive public input on the proposed fee amendment;

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

Section 1. Amendment: The Plan Check Fee in the Grantsville City Fee Schedule is hereby amended as described in Exhibit A, 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 4th DAY OF DECEMBER, 2024.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

By Mayor Neil Critchlow

ATTEST

Braydee Baugh, City Recorder

Approved as to Form:

Tysen J. Barker, Grantsville City Attorney

Exhibit “A”

Updated Plan Check Fee

Multi-Family Building Permit Fees

Grantsville City does not sell water rights.

Transportation Impact Fee	\$1,558.05
Indoor Acquisition Fee Water Impact	\$3,000.00/ dwelling unit
Outdoor Acquisition Fee Water Impact	\$8,561.98 - \$53,280.00 (based on square footage of the irrigation area).
	Outdoor water acquisition fee will be waived if you provide enough shares of secondary water to cover the requirements for landscape watering according to Grantsville City Ordinance. Shares must be in appurtenant to the property. This amount will vary depending on the number of shares. Lots that are 1/2 acre or larger may require two (2) shares of secondary water. Please verify with Grantsville Irrigation Company.
Building Permit Fee	.0068 x total permit value*.
Plan Check Fee	.0040 x total permit value.
Park Impact Fee	\$3,952.56 / dwelling unit
Sewer Cap Impact Fee	\$5,120.79 for 3/4 meter
Water Cap Impact Fee	\$3,432.76 for 3/4 meter
Public Safety Fee	\$430.33/ dwelling unit
Temporary Connection Water	Water will be metered and charged the standard city rates. Damage to meter will result in a meter replacement fee.
Water Meter	\$350.00 for 3/4 inch meter. Larger meter sizes will be priced at request.
State Surcharge	1% of building permit fee (this goes to the State)
Sewer Lateral/Offsite Inspection	\$125.00 - Must be Licensed Bonded Contractor!
Recovery Rights	Request a recovery right review for the building
Credit/Debit Card Fee	2.5%

*TOTAL PERMIT VALUE WILL BE DETERMINED USING BUILDING VALUATION DATA FROM THE ICC (International Code Council) — UPDATED ANUALLY ON JANUARY 1ST.

HISTORY

Amended by Ord. [2020-28](#) on 10/7/2020

Amended by Ord. [2022-06](#) on 5/4/2022

Amended by Ord. [2024-04](#) on 1/17/2024

Approved by Ord. [2024-30](#) on 11/6/2024

Commercial/Industrial Building Permit Fees

Grantsville City does not sell water rights.

Transportation Impact Fee		\$1,029.43/1,000 sf Building Area
Indoor Acquisition Fee	Water Impact	\$277.00/ fixture unit
Outdoor Acquisition Fee	Water Impact	Irrigated Acres not capped. Calculated: Irrigated acres x 3.33 acre feet/ irrigated acre x (\$25,000/ac-ft)
Building Permit Fee		.0068 x total permit value*.
Indoor Water Cap Impact Fee		\$35.00/unit
Outdoor Water Cap Impact Fee		\$21,694.03/ irrigated per acre
		Outdoor water acquisition fee will be waived if you provide enough shares of secondary water to cover the requirements for landscape watering according to Grantsville City Ordinance. Shares must be in appurtenant to the property.
Plan Check Fee	~~.0049~~ .0040	~~.0049~~ x total permit value.. (This fee does not apply to manufactured or mobile homes unless siting on a foundation, or agricultural buildings).
Sewer Cap Impact Fee		\$213.37/ fixture unit fixture
Public Safety Fee		\$953.80/1,000 sq ft building area
Temporary Connection	Water	Water will be metered and charged the standard city rates. Damage to meter will result in a meter replacement fee.
Water Meter		\$350.00 for 3/4 inch meter. Larger meter sizes will be priced at request.
State Surcharge		1% of building permit fee (this goes to the State)
Sewer Lateral/Offsite Inspection		\$125.00 - must be a Licensed Bonded Contractor!
Recovery Rights		Request a recovery right review for the building
Credit/Debit Card Fee		2.5%

TOTAL PERMIT VALUE WILL BE DETERMINED USING BUILDING VALUATION DATA FROM THE ICC (International Code Council) — UPDATED ANUALLY ON JANUARY 1ST.

HISTORY

Amended by Ord. [2020-28](#) on 10/7/2020

Amended by Ord. [2022-06](#) on 5/4/2022

Amended by Ord. [2024-04](#) on 1/17/2024

Amended by Ord. [2024-30](#) on 11/6/2024

Agenda Item # 8

Consideration of Ordinance 2024-38 Amending Chapter 21.2.10 Of The Grantsville Land Use Ordinance, Removing The Planning Commission Consultant From The Development Review Committee



Grantsville City Planning Commission

**November 7, 2024
Public Hearing**

Proposed amendment to the Grantsville City Land Use and Management Code Chapter 21.2.10 (Development Review Committee) to remove the Planning Commission Consultant from the Development Review Committee.

Notice is hereby given that in accordance with the provisions of Section §10-9A-205 and §10-9a-502 of the Utah Code, the Grantsville Planning Commission will hold a discussion and public hearing on **November 7, 2024 at 7:00 p.m.** at Grantsville City Hall. The meeting will also be broadcast on Zoom. The discussion, public hearing and meeting are to receive public input and consider action on the **Public Hearing of the proposed amendment to the Grantsville City Land Use and Management Code Chapter 21.2.10 (Development Review Committee) to remove the Planning Commission Consultant from the Development Review Committee** and make a recommendation to the City Council.

You can view a copy of the agenda and packet online by 5:00pm on November 1, 2024 at the link below:

https://grantsvilleut.gov/departments/community_economic_development/planning_commission.php

Or by emailing jbassett@grantsvilleut.gov. All comments and concerns need to be sent in writing through email or mail and received no later than 12:00pm on November 7, 2024.

Dated this 28th day of October, 2024

**BY ORDER OF THE GRANTSVILLE
PLANNING COMMISSION**

Shelby Moore
Zoning Administrator



Scan QR code above or use the link below to join Zoom meeting.

<https://us02web.zoom.us/j/83837749384>

Meeting ID: 838 3774 9384

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



**Staff Report Summary for
Chapter 21.2.10 Development Review Committee**

Parcel ID(s):
Property Address:
Applicant Name:
Request:
Prepared By: Shelby Moore

Meeting Date: 11/7/2024 **Public**
Hearing Date: 11/21/2024
Current Zone:
Acres:

Planning Staff Explanation and Recommendation: Consideration of Chapter 21.2.10 Development Review Committee.

PLANNING STAFF ANALYSIS AND COMMENTS

- 1) The amendment to Chapter 21.2.10 is to remove the Planning Commission Consultant.

*** Disclaimer: Please be advised that at no point should the comments and conclusions made by The City staff or the conclusions drawn from them be quoted, misconstrued, or interpreted as recommendations. These inputs are intended solely for the legislative body to interpret as deemed appropriate.*

The information provided is purely for the legislative body to interpret in their own right and context. It is crucial to maintain the integrity and context of the information shared, as it is meant to assist in the decision-making process without implying any endorsement or directive, but it is essential that it is understood within the appropriate scope.



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

**AN ORDINANCE OF GRANTSVILLE CITY AMENDING CHAPTER 21.2.10 OF THE
GRANTSVILLE LAND USE ORDINANCE, REMOVING THE PLANNING
COMMISSION CONSULTANT FROM THE DEVELOPMENT REVIEW COMMITTEE**

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

WHEREAS, Grantsville City desires to amend the current structure of the Development Review Committee (DRC) as outlined in Chapter 21.2.10 of the Grantsville Land Use Ordinance to enhance efficiency and streamline the review process; and

WHEREAS, the Development Review Committee is responsible for reviewing subdivision applications and providing guidance to applicants regarding compliance with applicable laws, ordinances, and the General Plan, as well as assessing the impact of proposed developments on the community; and

WHEREAS, the current membership of the Development Review Committee includes a representative from the Planning Commission as a consultant, along with the Zoning Administrator, City Planner, City Inspector, Public Works Director, Fire Marshall, City Engineer, and City Attorney; and

WHEREAS, it has been determined that the participation of the Planning Commission Consultant is no longer necessary in the DRC for the purpose of reviewing subdivision applications; and

WHEREAS, the proposed amendment to Chapter 21.2.10 has been reviewed and recommended by City staff to better meet the needs of the development review process; and

WHEREAS, a public hearing on this ordinance was held in accordance with Utah Code requirements and proper notice was given to the public;

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

Section 1. Amendment of Chapter 21.2.10: The Planning Commission Consultant is hereby removed as a designated member of the Development Review Committee. The revised membership of the Development Review Committee shall consist of the Zoning Administrator, City Planner, City Inspector, Public Works Director, Fire Marshall, City Engineer, and City Attorney.

Section 2. Exhibit A: The revised Chapter 21.2.10 of the Grantsville Land Use Ordinance, reflecting the removal of the Planning Commission Consultant from the Development Review Committee, is attached hereto as Exhibit A and incorporated herein by this reference.

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
4TH DAY OF DECEMBER, 2024.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

By Mayor Neil Critchlow

ATTEST

Braydee Baugh, City Recorder

Approved as to Form:

Tysen J. Barker, Grantsville City Attorney

Exhibit “A”

Staff Report Summary for Amendment of the Grantsville Land Use Ordinance Chapter 21.2.10
Development Review Committee

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



**Staff Report Summary for
Amendment of the Grantsville Land Use Ordinance
Chapter 21.2.10 Development Review Committee**

Parcel ID(s):
Property Address:
Applicant Name:
Request:
Prepared By: Shelby Moore

Meeting Date:
Public Hearing Date:
Current Zone:
Acres:

Planning Staff Explanation and Recommendation: Consideration Amendment of the Grantsville Land Use Ordinance Chapter 21.2.10 Development Review Committee.

Chapter 21 Subdivision Regulations

21.2.10 Development Review Committee

- (1) Each application for a subdivision shall be reviewed by the Development Review Committee (DRC) prior to its consideration of approval.
- (2) The purpose of the DRC is to provide an opportunity for the city staff to review the application package and provide guidance to the applicant concerning revisions to the design of the proposed development and application documents that may be required for city approval.
- (3) The members of the DRC review the application for compliance with the General Plan, current ordinances, local, state and federal regulations, applicable standards and specifications as well as of the impacts of the proposed action in benefit and costs to the community.
- (4) The Development Review Committee shall consist of a designated representative involved in the development review and approval process, including, but not limited to, the Zoning Administrator, City Planner, City Inspector, the Public Works Director, the Fire Marshall, City Attorney, and the City Engineer.
- ~~(4) The DRC consists of the zoning administrator, city planner, city public works director, city engineer, fire marshal, a planning commission representative, and the city attorney.~~
- (5) The DRC review process for all single-use residential development applications shall comply with current Utah Code requirements found in Utah Code Ann. 10-9a-604.2 ~~(2023)~~.
- (6) For single use residential development applications as defined in GLUDMC Chapter 2, Definitions, the DRC shall be given 15 business days (Preliminary) and 20 business days (Final) to review the application package and submit review comments to the applicant. For all other development ~~applicaitons~~ applications, the DRC shall be given 20 business days (Preliminary) and 20 business days (Final) to review the application package and submit review comments to the applicant. After receiving the review comments, the applicant may request a Development Review Conference with members of the DRC to discuss review comments and answer applicant questions.
- (7) Upon submittal of revised drawings and documents as requested by the DRC, the review process outlined in paragraph (6) may occur up to three additional times, only as necessary, before moving forward for consideration.
- (7) Only complete applications with the approval of the DRC will move forward for consideration

HISTORY

Amended by Ord. [2021-09](#) on 4/28/2021

Amended by Ord. [2024-05](#) on 1/31/2024

Agenda Item # 9

Consideration of Ordinance 2024-39
Amending The Fee Schedule To Include
A Connection Fee for the SR-138 Water
Line



**GRANTSVILLE CITY
ORDINANCE NO. 2024-39**

**AN ORDINANCE OF GRANTSVILLE CITY AMENDING THE FEE SCHEDULE TO
INCLUDE A CONNECTION FEE**

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

WHEREAS, Grantsville City has the authority to set fees for services rendered and facilities provided pursuant to Utah Code Annotated; and

WHEREAS, the City Council finds it necessary to amend the existing fee schedule to ensure the City recovers costs associated with specific connections; and

WHEREAS, the City desires to provide clarity and consistency regarding fees assessed for the connection of facilities; and

WHEREAS, the amended fee schedule, including the addition of a \$500.00 connection fee to the water line on SR-138, is outlined in the attached Exhibit A, which is hereby incorporated into this ordinance by reference;

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

Section 1. Adoption of Amended Fee Schedule: The Grantsville City Fee Schedule is hereby amended to include a \$500.00 connection fee, as shown in Exhibit A attached hereto.

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
4th DAY OF DECEMBER, 2024.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

By Mayor Neil Critchlow

ATTEST

Braydee Baugh, City Recorder

Approved as to Form:

Tysen J. Barker, Grantsville City Attorney

Exhibit “A”

The Amended Fee Schedule

Zoning Fees**Commercial Tower (Small Wireless Facilities)**

Annexation Application Fee	\$1,000.00
Board of Adjustment Fee	\$200.00 per application
Boundary Line Adjustment Fee	\$350.00 per application
Commercial Preliminary Site Plan - Large (greater than 2.5 acres)	\$2,060.00 plus \$100.00 per acre
Commercial Plan and Final Plat Review (greater than 2.5 acres)	• \$4,175.00 for 0 to 3 acres • plus \$350.00 per acre for 3.01 to 50 acres • plus \$250.00 per acre for 50.1 or more acres
Concept Plan (Discussion Only)	\$200.00 per application for Staff Consultation \$350.00 per application for Planning Commission
Conditional Use Permits (CUP):	
Commercial/Industrial Amendment to Site Plan	\$1000.00 plus \$100.00 per unit
Commercial/Industrial Tenant Change Application	\$100.00 per application
Home Occupational Use	\$75.00 (if only Zoning Official approval) / \$200.00 (if Planning Commission approval)
Mining, Sand, Quarry, or Gravel	\$1100.00 per application
Miscellaneous Conditional Use Amendment	\$200.00 per application
Radius Report (in house)	\$30.00
Sign Permit	\$200.00 (permanent sign) / \$25.00 (temporary sign)
Sportsman, Kennel or Animal Permit	\$75.00 (if only Zoning Official approval) / \$200.00 (if Planning Commission approval)
Solar	\$250.00 per application
Temporary Construction Living Unit	\$100.00 per application
Temporary Construction Office	\$100.00 per application
Work Meeting	\$350.00 per meeting with Planning Commission \$350.00 per meeting with City Council

Development Agreement	\$800.00 Administrative Fee plus \$3,000.00 retainer for Development Agreement Attorney
General Plan Amendment	\$500.00 per application
Planned Unit Development (Multi-Use, Commercial, Industrial)	\$2,500.00 plus: • \$100.00 per acre for the first 20 acres • \$30.00 per acre for the next 30 acres • \$10.00 per acre for each acre over 50 acres
Planned Unit Development (Residential)	\$2,500.00 plus \$30.00 per dwelling unit per application
Final Plat Amendment (Map)	• Final Plat: \$725.00 plus \$55.00 per affected lot
Public Infrastructure Districts (PID):	
Letter of Intent	\$1,000.00
Governing Documents:	\$1,000.00
Subdivision Preliminary Plat/Plan	
Single Lot Process (Preliminary and Final Fees Combined)	See Final Fees
Two (2) to four (4) lots w/no street improvements needed	See Final Fees
Two (2) to four (4) lots with street improvements needed	See Final Fees
Five (5) and greater	\$1,600.00 plus \$112.00 per lot
Subdivision Final Review	
Single Lot Process (Preliminary and Final Fees Combined)	\$1,450.00
Two (2) to four (4) lots w/no street improvements needed	\$1,000.00
Two (2) to four (4) lots with street improvements needed	\$1,270.00
Five (5) and greater	\$1,525.00 plus \$163.00 per lot
Rezone Application	\$1500.00 per application
Street Dedication/ Vacation	\$340.00 per application

Water Dedication Retainer	\$3,000.00 (any additional costs will be billed by Grantsville City's water attorney)
Internal ADU	\$430.00
Electronic Recording (Mylar, Development Agreements etc)	\$20.00 for initial Signature plus \$10.00 per additional signature
Community Development Class Enrollment	\$15.00.00 for an individual or \$20.00.00 per couple
Community Development Workshop Enrollment	\$25 for an individual or \$30 per couple
Public Hearing Notice - Signage	\$100.00
SR-138 Waterline Connection Fee	\$500.00 Per Dwelling

HISTORY

Amended by Ord. [2020-19](#) on 7/15/2020

Amended by Ord. [2021-01](#) on 1/20/2021

Amended by Ord. [2022-04](#) on 1/19/2022

Amended by Ord. [2022-47](#) on 5/4/2022

Amended by Ord. [2024-06](#) on 1/31/2024

Amended by Res. [2024-30](#) on 5/15/2024

Agenda Item # 10

Consideration of Resolution 2024-89
authorizing the Auction or Destruction of
abandoned Mobile Trailer



**GRANTSVILLE CITY
RESOLUTION NO. 2024-89**

**A RESOLUTION APPROVING THE AUCTION OR DESTRUCTION OF AN
ABANDONED MOBILE TRAILER**

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

WHEREAS, Grantsville City is the owner of a mobile trailer that was previously used as a training room at the firearms range; and

WHEREAS, the mobile trailer has been abandoned and unused since 2017; and

WHEREAS, city staff have been unable to locate a Vehicle Identification Number (VIN) or determine the history of the mobile trailer; and

WHEREAS, the mobile trailer has been inspected and determined to be unfit for use due to its deteriorated condition; and

WHEREAS, photographs of the mobile trailer, illustrating its condition, are attached as Exhibit A to this resolution; and

WHEREAS, the Grantsville City Council finds it in the best interest of the City to dispose of the mobile trailer by either auction or destruction;

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

Section 1. Declaration and Disposal of Surplus Property: The mobile trailer previously used as a training room at the firearms range, as described herein and shown in Exhibit A, is declared surplus property. The trailer shall be disposed of by either auction or destruction, based on the discretion of city staff and in accordance with applicable laws and regulations.

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
4th DAY OF DECEMBER, 2024.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:



By Mayor Neil Critchlow

ATTEST

Braydee Baugh, City Recorder



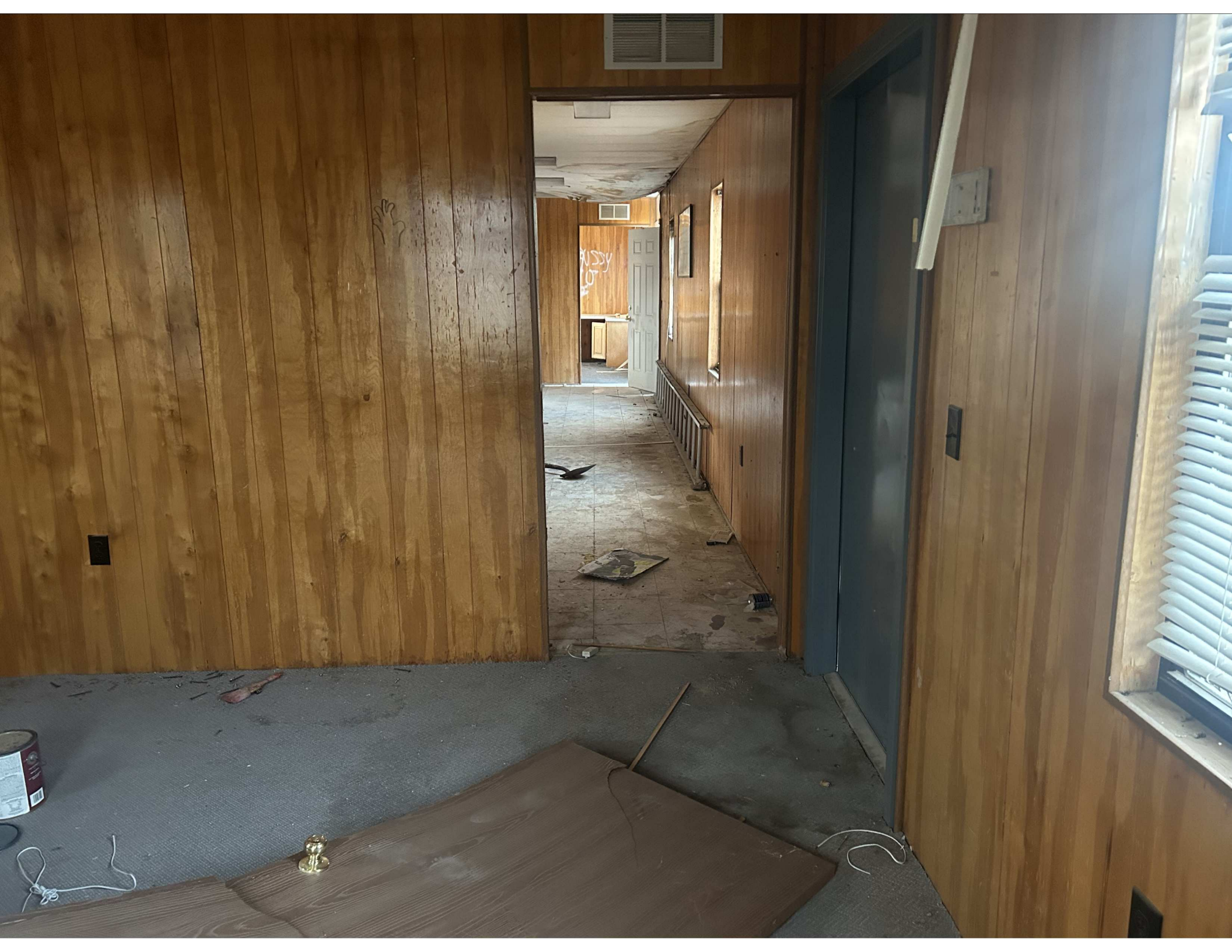
EXHIBIT “A”

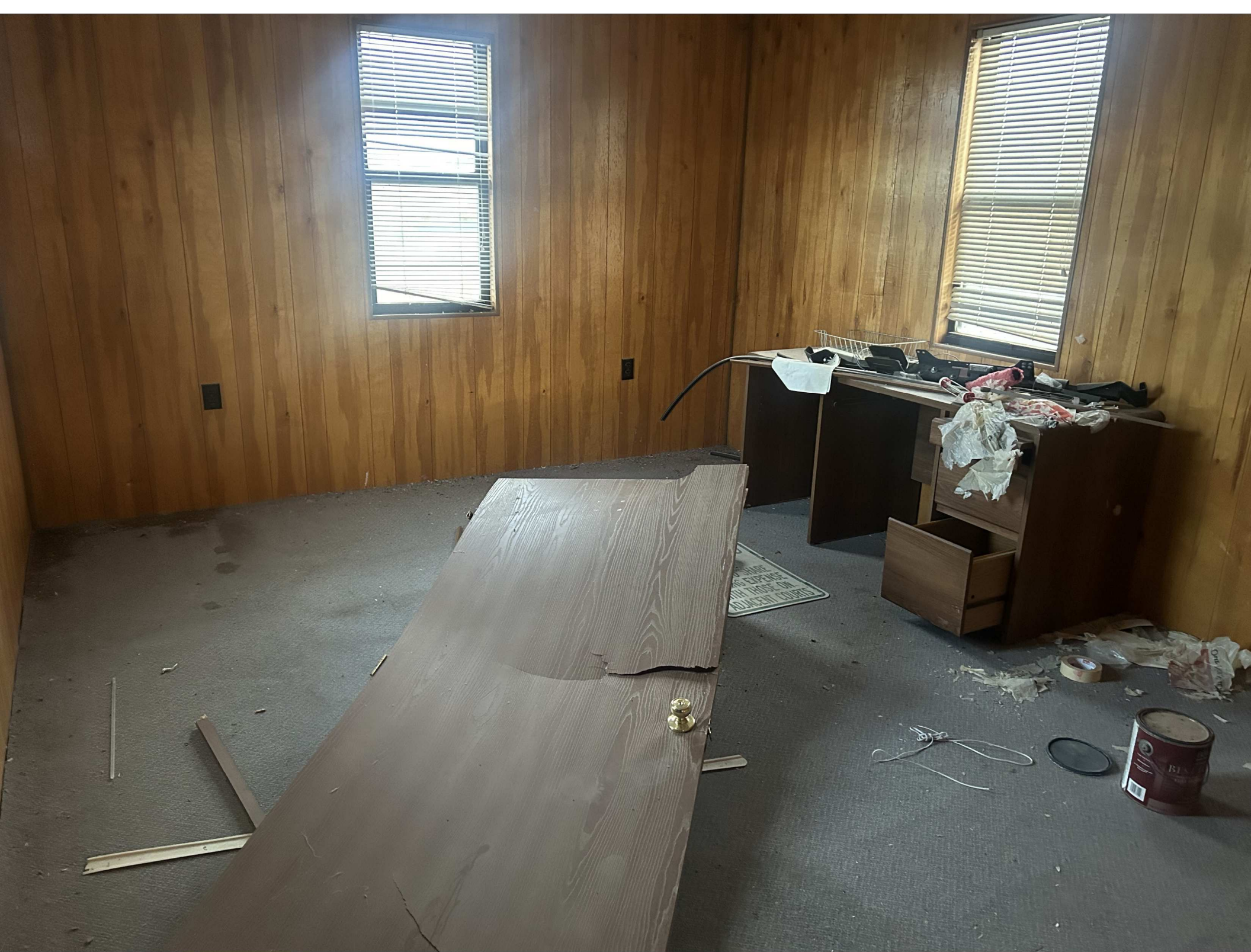
Photos of the Mobile Trailer



























Agenda Item # 11

Consideration of Resolution 2024-90
authorizing the surplus and donation of
certain City property



**GRANTSVILLE CITY
RESOLUTION NO. 2024-90**

**A RESOLUTION APPROVING THE DONATION, AUCTION, OR DESTRUCTION OF
SURPLUS ITEMS**

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

WHEREAS, Grantsville City owns certain items of equipment that are no longer needed for City purposes and are considered surplus; and

WHEREAS, the Safariland and Patrol Eye body cameras are outdated and no longer of value to the City but are suitable for donation to the Tooele Tech Police Academy, which has expressed interest in utilizing them as training aids; and

WHEREAS, the laptops and associated equipment are no longer of use to the City and may be disposed of by auction or destruction; and

WHEREAS, the list of surplus items is attached hereto as Exhibit A and incorporated herein by this reference;

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

Section 1. Approval of Surplus Disposition: Grantsville City authorizes the disposition of surplus items as outlined below. The Safariland and Patrol Eye body cameras shall be donated to the Tooele Tech Police Academy, and the laptops and associated equipment shall be disposed of either by auction or destruction, as determined by City staff.

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
4th DAY OF DECEMBER, 2024.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:



By Mayor Neil Critchlow

ATTEST

Braydee Baugh, City Recorder



EXHIBIT “A”

Surplus items

Grantsville City Police Department

Chief Robert Sager

50 North Bowery Street Grantsville, UT 84029

(O) 435.884.6881 (F) 435.884.0237

Old Body Camera - ItemDescription	Serial/Stock Number	Quantity	On Hand	Number Issued	Date Issued	Location	Condition	Initials issued	Initials issuer	Date Returned	Condition	Initials returnee	Initials return	Restock Location
SAFARILAND VIEVU LE5 LITE	LE5L-002097	1	1			Inventory Closet	Broken							
SAFARILAND VIEVU LE5 LITE	LE5L-000938	1	1			Inventory Closet	Broken							
SAFARILAND VIEVU LE5 LITE	LE5L-002093	1	1			Inventory Closet	Broken							
SAFARILAND VIEVU LE5 LITE	LE5L-008514	1	1			Inventory Closet	Broken							
SAFARILAND VIEVU LE5 LITE	LE5L-002489	1	1			Inventory Closet	Broken							
SAFARILAND VIEVU LE5 LITE	LE5L-002094	1	1			Inventory Closet	Broken							
SAFARILAND VIEVU LE5 LITE	LE5L-002098	1	1			Inventory Closet	Broken							
SAFARILAND VIEVU LE5 LITE	LE5L-002088	1	1			Inventory Closet	Broken							
SAFARILAND VIEVU LE5 LITE	LE5L-009657	1	1			Inventory Closet	Used							
SAFARILAND VIEVU LE5 LITE	LE5L-002099	1	1			Inventory Closet	Used							
SAFARILAND VIEVU LE5 LITE	LE5L-001862	1	1			Inventory Closet	Broken							
SAFARILAND VIEVU LE5 LITE	LE5L-002086	1	1			Inventory Closet	Used							
SAFARILAND VIEVU LE5 LITE	LE5L-002089	1	1			Inventory Closet	Used							
SAFARILAND VIEVU LE5 LITE	LE5L-002461	1	1			Inventory Closet	Used							
SAFARILAND VIEVU LE5 LITE	LE5L-003073	1	1			Inventory Closet	Broken							
SAFARILAND VIEVU LE5 LITE	LE5L-008515	1	1			Inventory Closet	Used							
SAFARILAND VIEVU LE5 LITE	LE5L-008909	1	1			Inventory Closet	Used							
SAFARILAND VIEVU LE5 LITE	LE5L-002096	1	1			Inventory Closet	Used							
SAFARILAND VIEVU LE5 LITE	LE5L-008908	1	1			Inventory Closet	Broken							
SAFARILAND VIEVU LE5 LITE	LE5L-002042	1	1			Inventory Closet	Used							
SAFARILAND VIEVU LE5 LITE	LE5L-009682 programmed as 2095	1	1			Inventory Closet	Used							
SAFARILAND VIEVU LE5 LITE	LE5L-002100	1	1			Inventory Closet	Broken							
SAFARILAND VIEVU LE5 LITE	LE5L-002066	1	1			Inventory Closet	Used							
SAFARILAND VIEVU LE5 LITE	LE5L-002051	1	1			Inventory Closet	Broken							
SAFARILAND LE5L DOWNLOAD CORD	Download Cord	9	9			Inventory Closet	Used							
SAFARILAND VIEVU LE5 LITE DOC	Docking Station	8	8			Inventory Closet	Used							
SAFARILAND LE5L CHARGING CORD	Charging Cord	2	2			Inventory Closet	Used							
PATROL EYES 10 SPOT CHARGING DOC W/CORD	NO SERIAL NUMBER	1	1			Inventory Closet	Used							
PATROL EYES SC-DV10 32GB BODY CAM W/CHARGE DOC/CORD	PE2235	1	1			Inventory Closet	Used							
PATROL EYES SC-DV10 32GB BODY CAM W/CHARGE DOC/CORD	PE2240	1	1			Inventory Closet	Used							
PATROL EYES SC-DV10 32GB BODY CAM W/CHARGE DOC/CORD	PE2231	1	1			Inventory Closet	Used							
PATROL EYES SC-DV10 32GB BODY CAM W/CHARGE DOC/CORD	PE2232	1	1			Inventory Closet	Used							
PATROL EYES SC-DV10 32GB BODY CAM W/CHARGE DOC/CORD	PE2234	1	1			Inventory Closet	Used							
PATROL EYES PE-DV10-PRO 64GB BODY CAM	PE1244	1	1			Inventory Closet	Used							
PATROL EYES PE-DV10-PRO 64GB BODY CAM	PE1255	1	1			Inventory Closet	Used							
PATROL EYES PE-DV10-PRO 64GB BODY CAM	PE1250	1	1			Inventory Closet	Used							
PATROL EYES PE-DV10-PRO 64GB BODY CAM	PE1259	1	1			Inventory Closet	Used							
PATROL EYES PE-DV10-PRO 64GB BODY CAM	PE1249	1	1			Inventory Closet	Used							
PATROL EYES PE-DV10-PRO 64GB BODY CAM VERSION2	PE2078	1	1			Inventory Closet	Used							
PATROL EYES PE-DV10-PRO 64GB BODY CAM VERSION2	PE2086	1	1			Inventory Closet	Used							
PATROL EYES PE-DV10-PRO 64GB BODY CAM VERSION2	PE2096	1	1			Inventory Closet	Used							
PATROL EYES PE-DV10-PRO 64GB BODY CAM VERSION2	PE2082	1	1			Inventory Closet	Used							
PATROL EYES PE-DV10-PRO 64GB BODY CAM VERSION2	PE2097	1	1			Inventory Closet	Used							

PATROL EYES CHARGING DOC	2	1	1			Inventory Closet	Used							
PATROL EYES CHARGING DOC	3	1	1			Inventory Closet	Used							
PATROL EYES CHARGING DOC	4	1	1			Inventory Closet	Used							
PATROL EYES CHARGING DOC	5	1	1			Inventory Closet	Used							
PATROL EYES CHARGING DOC	6	1	1			Inventory Closet	Used							
PATROL EYES CHARGING DOC	7	1	1			Inventory Closet	Used							
PATROL EYES CHARGING DOC	8	1	1			Inventory Closet	Used							
Panasonic Toughbook CF-54	CF-52GGNBX2M / OATSA03749	1	1			Inventory Closet	Used							
Panasonic Toughbook CF-54	CF-54DX125VM / 7BTSA15703	1	1			Inventory Closet	Used							
Panasonic Toughbook CF-54	CF-54F0961VM / 7GTSA47374	1	1			Inventory Closet	Used							
Panasonic Toughbook CF-54	CF-54F0961VM / 7GTSA47349	1	1			Inventory Closet	Used							
Panasonic Toughbook CF-54	CF-53ELAZX1M / 2CTYA75397	1	1			Inventory Closet	Used							
Panasonic Toughbook CF-54	CF-53ELAZX1M / 2CTYA75270	1	1			Inventory Closet	Used							
Panasonic Toughbook CF-54	CF-53ELAZX1M / 2CTYA75798	1	1			Inventory Closet	Used							
Panasonic Toughbook CF-54	CF-52PGNBX1M / 1ETSA17459	1	1			Inventory Closet	Used							
Panasonic Toughbook CF-54	CF-52GGNBX2M / OATSA03832	1	1			Inventory Closet	Used							
Panasonic wall charger	5803AM210102187A	1	1			Inventory Closet	Used							
Dell Latitude E6430ATG	BMQ2F12	1	1			Inventory Closet	Used							
Dell Latitude E6430ATG	GQQ2F12	1	1			Inventory Closet	Used							
HP 2000	5CG3210Q8Z	1	1			Inventory Closet	Used							
HP 2000	5CG30829PJ	1	1			Inventory Closet	Used							
HP wall charger	F220881315029615	1	1			Inventory Closet	Used							
HP wall charger	F220881250036423	1	1			Inventory Closet	Used							
Lenova Laptop	YB01256938	1	1			Inventory Closet	Used							
Lenova Laptop	EB318256575	1	1			Inventory Closet	Used							
Lenova wall charger	11S45N0357Z1ZSH63A67LW	1	1			Inventory Closet	Used							

Agenda Item # 12

Consideration of Resolution 2024-91
approving the switch to Paylocity For Hr
And Payroll Services



**GRANTSVILLE CITY
RESOLUTION NO. 2024-91**

**A RESOLUTION APPROVING THE SWITCH TO PAYLOCITY FOR HR AND
PAYROLL SERVICES**

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

WHEREAS, Grantsville City desires to improve its human resources management processes to ensure greater efficiency and ease of use for both employees and administrative staff;

WHEREAS, Paylocity offers a comprehensive platform that provides services including but not limited to recruiting, onboarding, time and attendance tracking, payroll processing, and employee performance reviews;

WHEREAS, the proposed switch to Paylocity includes a cost-effective plan as outlined in the attached Exhibit A (Paylocity Quote), which details the annual and monthly fees, implementation costs, and included services;

WHEREAS, this transition aligns with the City's goal to adopt modern technology solutions that enhance administrative operations and employee satisfaction;

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

Section 1. Approval of Paylocity: The City hereby approves the switch from its current provider to Paylocity for recruiting, onboarding, time and attendance, payroll, and employee reviews, subject to the terms outlined 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
4TH DAY OF DECEMBER, 2024.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:



By Mayor Neil Critchlow

ATTEST

Braydee Baugh, City Recorder



EXHIBIT “A”

Paylocity Quote

Investment Summary

November 21, 2024 | Quote # Q-181754 | Version # 0 | Quote valid for 30 days



Client Company

Grantsville City

Client Contact

Heidi Jeffries



Total Employee Count

97



Monthly Fee

\$1,907.00



One-Time Fees

\$0.00



Total Annual Investment

\$23,735.00

**Total Annual Investment includes estimated annual fees
*Annualized fees do not include usage based fees
*Monthly fees based on # of Active Employees as defined in the Service Agreement
**Plus sales tax if applicable*

See following pages for line item breakdown of services

This Investment Summary ("Investment Summary" or "Order") is governed by the Paylocity Subscription Agreement found [here](#) together with any additional terms specified below. Any terms and conditions referenced on a Client purchase order shall not apply to this Investment Summary.

By signing below, Client agrees to the terms and conditions of this Investment Summary and the SA which shall be effective as of the date of Client's signature below ("Order Effective Date").

Paylocity Account Executive	Date
Signature	

Jason Kuppin

Client Authorization	Date
----------------------	------

Signature

Name (Print)

National Awards & Recognition



Investment Summary

November 21, 2024 | Quote # Q-181754 | Version # 0 | Quote valid for 30 days



One-Time Fees	Qty	Rate	Price
HCM Bundle			\$0.00
Payroll Implementation	-	-	Included
General Ledger Implementation	-	-	Included
Time & Labor Implementation	-	-	Included
Human Resources Implementation	-	-	Included
Self-Service Portal Implementation	-	-	Included
Time Off Implementation	-	-	Included
One-Time Total			\$0.00

Monthly Fees	Base	Qty	Rate	Monthly
HCM Bundle	\$161.00	97	\$18.00	\$1,907.00
Payroll				
• Payroll Processing	-	-	-	Included
• Unlimited Payroll Runs	-	-	-	Included
• Prorated & Retro Pay	-	-	-	Included
• New Hire Reporting	-	-	-	Included
• Direct Deposit	-	-	-	Included
• On Demand Payment	-	-	-	Included
• Check Printing Service	-	-	-	Included
• Tax Filing & Payments	-	-	-	Included
• General Ledger Service	-	-	-	Included
Time & Labor				
• Time & Attendance	-	-	-	Included
• Time Collection	-	-	-	Included
Human Resources				
• Human Resources Management	-	-	-	Included
• Workflows Process Automation	-	-	-	Included
• Centralized Document Library	-	-	-	Included
• Fillable Employee Forms	-	-	-	Included
• Time Off Management	-	-	-	Included
• Employee Self-Service	-	-	-	Included
• Position Management	-	-	-	Included
• Org Chart & Directory	-	-	-	Included
• Skills & Certifications Management	-	-	-	Included
• ACA Tracking & Reporting	-	-	-	Included
• Compliance Management	-	-	-	Included
• Employment Verification	-	-	-	Included
Talent				
• Recruiting	-	-	-	Included
• Onboarding	-	-	-	Included
• Learning Management	-	-	-	Included
• Performance Management	-	-	-	Included
Employee Experience				
• AI Assist	-	-	-	Included
• Community	-	-	-	Included

Investment Summary

November 21, 2024 | Quote # Q-181754 | Version # 0 | Quote valid for 30 days



• Recognition	-	-	-	Included
• Mobile App	-	-	-	Included
Insights & Reporting				
• Data Insights	-	-	-	Included
• Dynamic Reporting	-	-	-	Included
• Modern Workforce Index	-	-	-	Included
Customer Service				
• Dedicated Account Management	-	-	-	Included
• On Demand Training (PEAK)	-	-	-	Included
• Unlimited Product Training	-	-	-	Included
Monthly Total				\$1,907.00

There is no fee to the company for On Demand Payment; however, employees will be charged \$1.25 per transaction.

Annual Fees	Base	Qty	Rate	Annual
W2 / 1099	\$50.00	97	\$7.00	\$729.00
1095 Forms	\$25.00	97	\$1.00	\$122.00
Annual Total				\$851.00

Usage-Based Fees	Base	Rate
Garnishment Managed Services		\$9.00
Delivery Next Day (UPS)		\$20.00
Split Pack		\$6.00

The fees listed above are invoiced as incurred on per usage basis in accordance with the terms and conditions. Please note these fees are in addition to the ongoing fees stated in the Investment Summary section of the quote.

Investment Summary

November 21, 2024 | Quote # Q-181754 | Version # 0 | Quote valid for 30 days



Additional Terms

The following additional terms and conditions apply to the Services described herein. Capitalized terms used herein and not otherwise defined have the meaning ascribed to such terms in the Paylocity Subscription Agreement.

1. Subscription Term

a) **Initial Subscription Term:** The Initial Subscription Term commences on Service Start Date and continues for a period of one month. "Service Start Date" means (i) to the extent the Order does not cover any payroll services, the Order Effective Date or (ii) in the case of an Order that contains payroll services, on the date of First Payroll Processing. "First Payroll Processing" means any use of Paylocity's Services by or on behalf of Client to administer payroll.

(b) **Renewal Term:** Upon conclusion of the Initial Subscription Term, the Services automatically renew for a period of one month at a time.

2. Additional Pricing and Payment Terms

(a) Implementation Fees are non-cancellable and non-refundable as of the Order Effective Date.

(b) Implementation Fees are due by Client upon the Order Effective Date.

(c) Paylocity reserves the right to update the price for the Services at any time commencing one year after the Order Effective Date, ("Initial Pricing Term").

(d) Client agrees to allow Paylocity to debit from its account(s) on due date any and all fees due to Paylocity under this Agreement and in the same manner that payroll and tax funds are collected.

(e) **Termination Fee:** If Client terminates the Agreement with any less than 30 days prior written notice, Client shall pay a termination fee equal to the average monthly amount billed for the Services over the prior 12 month period immediately preceding the termination (or if less than twelve (12) months has elapsed, the monthly average amount billed to Client over the months the Agreement was in effect prior to the termination date.)

Agenda Item # 13

Consideration of Resolution 2024-92 The
Interlocal Agreement Between
Grantsville City And Desert Edge Public
Infrastructure District Nos. 1-3



**GRANTSVILLE CITY
RESOLUTION NO. 2024-**

**A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT BETWEEN
GRANTSVILLE CITY AND DESERT EDGE PUBLIC INFRASTRUCTURE DISTRICT
NOS. 1-3**

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

WHEREAS, the City Council of Grantsville City, Utah, has determined that it is in the public interest to approve the Interlocal Agreement with Desert Edge Public Infrastructure District Nos. 1-3 (collectively referred to as the “Districts”); and

WHEREAS, the Interlocal Agreement outlines terms for the construction, reimbursement, and use of certain public improvements, including a twelve (12) inch culinary water line in State Route 138, as described in the Agreement; and

WHEREAS, the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq., authorizes agreements between public agencies to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual advantage; and

WHEREAS, the terms and conditions of the Interlocal Agreement are consistent with the goals and purposes of the Interlocal Cooperation Act; and

WHEREAS, the Interlocal Agreement, attached hereto as Exhibit A, has been reviewed and found to serve the interests of Grantsville City and its residents;

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

Section 1. Approval of Agreement: The Interlocal Agreement between Grantsville City and Desert Edge Public Infrastructure District Nos. 1-3 is hereby approved.

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
4th DAY OF DECEMBER, 2024.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:



By Mayor Neil Critchlow

ATTEST

Braydee Baugh, City Recorder



EXHIBIT “A”

The Interlocal Agreement

**INTERLOCAL AGREEMENT
(REIMBURSEMENT AGREEMENT)**

BETWEEN

**THE CITY OF GRANTSVILLE, UTAH
AND
DESERT EDGE PUBLIC INFRASTRUCTURE DISTRICT NOS. 1-3**

This Agreement is made and entered into as of December ____, 2024, by and among the City of Grantsville, a municipal corporation of the State of Utah (“*City*”), and Desert Edge Public Infrastructure District No. 1, Desert Edge Public Infrastructure District No. 2 and Desert Edge Public Infrastructure District No. 3, political subdivisions of the State of Utah (collectively, the “*Districts*”). The City and the Districts are collectively referred to as the Parties.

RECITALS

WHEREAS, on May 1, 2024, the City Council of the City adopted a resolution authorizing the creation of the Districts and approving a Governing Document for the Districts (the “*Governing Document*”); and

WHEREAS, the Districts were organized in order to provide for the planning, design, acquisition, construction, installation, relocation, and redevelopment of certain public improvements benefiting the Districts as described in the Governing Document; and

WHEREAS, as authorized by the Governing Document, the Districts may issue bonds (the “*Bonds*”) to finance, among other things, the construction of certain initial public infrastructure consisting of a twelve (12) inch culinary water line in State Route 138 that is eligible for reimbursement from the Bonds as more particularly described on **Exhibit A** attached (the “*Water Infrastructure*”) and such Bonds may be repayable from either property taxes or special assessments levied against property owners within the Districts;

WHEREAS, the Water Infrastructure will constitute a portion of the Public Improvements, as defined in the Governing Document;

WHEREAS, LGI Homes - Utah LLC, a Utah limited liability company (the “*Developer*”) has agreed to construct the Water Infrastructure with excess capacity for use of the Water Infrastructure by development projects outside of the boundaries of the Districts (the “*Non-District Development Projects*”) pursuant to that certain Developer Agreement dated _____, 2024;

WHEREAS, the Developer may request reimbursement for the Water Infrastructure from the District(s) which will be paid from Bond proceeds;

WHEREAS, the Parties have entered into this Agreement to set forth the terms and conditions under which the District(s) will be entitled to reimbursement for the cost of the Water

Infrastructure if the District(s) reimburse(s) the Developer from Bond proceeds for the Water Infrastructure; and

WHEREAS, the City and the Districts have determined it to be in the best interests of their respective taxpayers, residents, and property owners to enter into this Interlocal Agreement ("*Agreement*").

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

COVENANTS AND AGREEMENTS

1. *Water Infrastructure.* The Water Infrastructure consists of a twelve (12) inch culinary water line in State Route 138, as described in more detail in **Exhibit A**.

2. *Reimbursement.*

a. The Water Infrastructure for which the District(s) is entitled to reimbursement under this Agreement is described in **Exhibit A** attached hereto. In the event the Developer requests reimbursement from one or more of the Districts for the Water Infrastructure and a District(s) reimburse(s) Developer for the Water Infrastructure from Bond proceeds, then during the term of this Agreement, the City shall require the owners of Non-District Development Projects to pay to the City certain amounts in accordance with and as provided in **Exhibit B** hereto, plus accrued interest on such Water ERU Reimbursement amount at an interest rate equal to the interest rate on the Bonds commencing on the date the Bonds were issued until the date such Water ERU Reimbursement amount is paid.

b. Subject to Section 2(a), the City shall forward all moneys received pursuant to this Section 2 to the District(s) within thirty (30) days of receipt thereof.

c. The City shall not charge any amounts under Section 2(a) against any user whose property is located within the boundaries of the District(s).

3. *Fire Flow.* The City shall require owners of Non-District Development Projects that propose to connect to the Water Infrastructure to conduct water modeling to ensure that no property within the Districts will fall below City or fire district fire flow requirements. If any hydrants within the District fail fire flow requirements, the City shall remedy the water volume in a timely and reasonable manner at the City's expense and such obligation shall survive any termination or expiration of this Agreement.

4. *Term.* The term of this Agreement shall commence on the date this Agreement is approved by the governing bodies of each of the Parties and shall terminate on the date all the Bonds are paid or discharged in full, including any bonds issued to refinance or refund the initial Bonds, provided that the term of this Agreement may not extend for a period in excess of fifty (50) years.

5. *Notices.* All notices, demands, requests, or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service, or other nationally recognized overnight air courier service, or by depositing the same in the United States mail, postage prepaid, addressed as follows:

To the District: Desert Edge Public Infrastructure District Nos. 1-3
Attn: District Counsel
Address: 10610 South Jordan Gateway, Suite 200
South Jordan, Utah 84095
Phone: 801-527-1040
Email: tom@yorkhowell.com

To the City:

All notices, demands, requests, or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

6. *Amendment.* This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto, provided any such amendments are subject to any limitations placed upon the District(s) in connection with the issuance of the Bonds.

7. *Assignment.* Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

8. *Default/Remedies.* In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants, or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

9. *Interlocal Cooperation Act.* In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized and adopted by resolution of each Party pursuant to and in accordance with the provisions of Utah Code Ann. Section 11-13-202.5;

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Utah Code Ann. Section 11-13-202.5(3);

c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code Ann. Section 11-13-209;

d. The Parties agree that they do not, by this Agreement, create an interlocal entity;

e. As required by Utah Code Ann. Section 11-13-207, the Parties agree that the undertaking under this Agreement shall be administered by one member of the board of each Party, each to be appointed by their respective board. Any real or personal property used and the Parties' cooperative undertaking herein shall be acquired, held, and disposed of as determined by such administrators; and

f. No budget shall be established or maintained except as described herein.

10. *Governing Law and Venue.* This Agreement shall be governed and construed under the laws of the State of Utah.

11. *Inurement.* Each of the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

12. *Integration.* This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

13. *Parties Interested Herein.* Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District(s) and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District(s) and the City shall be for the sole and exclusive benefit of the District(s) and the City.

14. *Severability.* If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

15. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

16. *Paragraph Headings.* Paragraph headings are inserted for convenience of reference only.

[SIGNATURE PAGE TO INTERLOCAL AGREEMENT]

DESERT EDGE PUBLIC INFRASTRUCTURE DISTRICT
NOS. 1-3

By: _____
Chair

Attest:

By: _____
Secretary

APPROVED AS TO FORM: _____

CITY OF GRANTSVILLE, UTAH

By: _____
Mayor

Attest:

By: _____
City Recorder

APPROVED AS TO FORM: _____

EXHIBIT A

DESCRIPTION OF THE WATER INFRASTRUCTURE

EXHIBIT B

REIMBURSEMENT OF WATER INFRASTRUCTURE

Upon the recordation of any plat within a Non-District Development Project, the City shall require the owner(s) of the Non-District Development Project of which such plat is a portion of to pay to the City the following sums:

\$500.00 multiplied by the total number of dwelling units (inclusive of multi-family units, condominium units, townhomes, duplexes, single family detached homes) and equivalent residential units or connections, whether the lots, tracts, or parcels therefor are then platted or unplatted, then-contemplated under the Non-District Development Project's PUD, site or development plan, and/or master development agreement.

Agenda Item # 14

Consideration of Resolution 2024-93
approving the agreement with American
Ramp Company For Design-Build
Services



**GRANTSVILLE CITY
RESOLUTION NO. 2024-93**

**A RESOLUTION APPROVING AN AGREEMENT WITH AMERICAN RAMP
COMPANY FOR DESIGN-BUILD SERVICES**

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

WHEREAS, Grantsville City recognizes the need for enhanced recreational facilities to serve the community; and

WHEREAS, the City has identified American Ramp Company as a qualified contractor through Sourcewell cooperative purchasing for design-build services related to the proposed project; and

WHEREAS, the proposed agreement, titled American Ramp Company Sourcewell Design-Build Agreement, includes detailed terms for the construction, design, and scope of work for the project; and

WHEREAS, the City Council finds it to be in the best interest of the City to approve the agreement to facilitate the timely completion of the project; and

WHEREAS, the agreement is attached hereto as Exhibit A and incorporated herein by reference;

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

Section 1. Approval of Agreement: The agreement with American Ramp Company, as set forth in Exhibit A, is hereby approved.

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 4TH DAY OF DECEMBER, 2024.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:



By Mayor Neil Critchlow

ATTEST

Braydee Baugh, City Recorder



EXHIBIT “A”

American Ramp Company Sourcewell Design-Build Agreement

**AMERICAN RAMP COMPANY
SOURCEWELL DESIGN-BUILD AGREEMENT**

THIS AGREEMENT is dated this 2nd day of October, 2024, by and between the City of Grantsville (hereinafter called "**OWNER**"), whose principal office is located at 429 E. Main St., Grantsville, UT 84029, and American Ramp Company (hereinafter called "**CONTRACTOR**"), whose principal office is located at 601 S. McKinley Ave., Joplin, MO 64801.

PROJECT NAME:

LOCATION: Grantsville, UT

W I T N E S S E T H:

For value received, CONTRACTOR and OWNER agree as follows:

**ARTICLE 1
DESCRIPTION OF WORK**

1.1 The CONTRACTOR hereby covenants and agrees with the OWNER that he will well and faithfully construct the project in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the specifications, drawings, and general conditions relating to the project, and will well and faithfully comply with and perform each and every obligation imposed upon him by said documents.

1.2 DESIGN and CONSTRUCTION: CONTRACTOR agrees to completing project as determined by conceptual design. All Exhibits referenced below are hereby incorporated and deemed a part of this Agreement.

Exhibit A – Scope of Work
Exhibit B – Utah Contractor's License
Exhibit C – Sourcewell Contract #112420-ARC

**ARTICLE 2
CONTRACT AMOUNT**

2.1 OWNER agrees to pay CONTRACTOR the not-to-exceed sum of **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)**, subject to additions and deductions for changes as may be agreed upon in writing.

2.2 All portions of this contract will be billed in progress billings to be submitted to the OWNER by the CONTRACTOR based on the milestones outlined below. All payments are due in full within 30 days of receipt of invoice from the CONTRACTOR.

25% Upon Signing
25% Upon Completion of Design
25% Upon Mobilization
25% Upon Completion / Sign Off

2.3 Execution of any Attachments and/or Add Alternates will be bound by all terms and conditions of this Agreement. If any changes are determined necessary, CONTRACTOR will issue a change request to the OWNER for approval prior to performing work.

2.4 "Completion of the Project" shall be deemed the earlier of 1.) the date OWNER executes CONTRACTOR's punch-list/sign-off sheet or 2.) the date the OWNER opens the Project to the public for permanent use.

2.5 All pricing of the elements is to be in line with CONTRACTOR's Sourcewell Contract #112420-ARC, attached hereto as Exhibit C.

ARTICLE 3 INSURANCE AND INDEMNITY

3.1 CONTRACTOR shall maintain at its costs the minimum insurance and coverage throughout this term. Insurance and coverage are to be in line with CONTRACTOR's Sourcewell Contract #112420-ARC, attached hereto as Exhibit C.

3.2 CONTRACTOR agrees to indemnify and hold harmless OWNER from any and all claims, loss, or expense of every kind whatsoever which may arise from CONTRACTOR's negligent acts or omissions or breach of its obligations hereunder. OWNER agrees to indemnify and hold harmless CONTRACTOR from any and all claims, loss, or expense of every kind whatsoever which may arise from OWNER's negligent acts or omissions or breach of its obligations hereunder.

ARTICLE 4 CONTRACTOR AND OWNER RESPONSIBILITIES

4.1 No variation of this Agreement will be recognized unless such change has been approved in writing.

4.2 CONTRACTOR may assign or transfer this Agreement or any part thereof or amounts due or to become due hereunder with the written consent of OWNER, which shall not be unreasonably withheld. OWNER understands that CONTRACTOR may subcontract the installation portion of this Agreement using independent Subcontractors without the consent of OWNER.

4.3 CONTRACTOR will in no way be liable for delays in the completion of the Project which are reasonably beyond the control of CONTRACTOR, including but not limited to: Acts of God, labor strikes, shortage of materials, shipping delays or actions attributable to the OWNER.

4.4 After the final inspection and completion of the Project, all repair/replacement issues regarding the Project and the materials shall be determined under the terms set forth in CONTRACTOR's standard warranty.

4.5 During construction the entire job site is considered hazardous. Before, during and after construction, OWNER is responsible for securing the job site. OWNER is responsible for

barricading the premises and warning persons of the dangers at the jobsite. Under no circumstances may the park be used until final completion of the Project. CONTRACTOR will not be held liable for and OWNER shall hold CONTRACTOR harmless from any accidents that occur because features were used before the Project was complete unless accidents are caused by negligence of the CONTRACTOR.

4.6 Both during construction and after completion, CONTRACTOR shall not be held liable for damages beyond its control including but not limited to: noise generated from the Project, before and after final completion, not including construction related noise, location choice, graffiti, injuries, additional expenses incurred by OWNER, zoning issues, etc.

4.7 Building permits and other local licenses that are required for the Project are the sole responsibility of the OWNER. If CONTRACTOR is required to purchase these licenses, such costs will be billed to the OWNER and added to the contract price hereunder.

4.8 All materials and workmanship are to conform to the contract drawings, details and specifications.

ARTICLE 5 MISCELLANEOUS

5.1 The persons signing this Agreement warrant that they are duly authorized to sign on behalf of their respective parties and to bind their respective parties hereto. This Agreement shall inure to the benefit of and be binding upon the undersigned parties and their respective heirs, executors, legal representatives, successors, and assigns. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

5.2 The parties shall endeavor to resolve their Claims by mediation. Request for mediation shall be filed, in writing, with the other party to the Contract. The request may be made concurrently with the submission of such Claim to a court of competent jurisdiction, as provided in the paragraph below, but, in such event, mediation shall proceed in advance of such legal proceedings, which shall be stayed pending mediation for a period of 60 days from the date of submission, unless stayed for a longer period by Agreement of the parties or court order.

5.3 Claims, disputes, or other matters in question between the parties arising out of or relating to this Contract and which cannot be resolved by mediation, as provided in above paragraph, shall be governed by Utah law, and shall be determined exclusively in the Courts of Tooele

County without regard to its conflicts of law provisions. The prevailing party shall be entitled in any such action to recover its reasonable attorney's fees and legal expenses from the other party.

5.4 This Agreement constitutes the entire Agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous Agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to become effective the day and year recorded below.

City of Grantsville

OWNER

Authorized Signature

Name Print / Title

Date

American Ramp Company

CONTRACTOR

Authorized Signature

John Hunter, CEO
Name Print / Title

Date

Scope of Work

TASK 1.0 – DESIGN DEVELOPMENT

1.1 Kickoff and Site Review

- Meet with project team to review design objectives, budget, schedule, site confirmation, and additional details as needed.
- Review proposed site for opportunities, constraints, access locations, spectator viewing, drainage considerations, and supporting amenities as needed.

1.2 Preliminary Concept (up to 2 revisions included)

- Develop preliminary concept and cost opinion.
- Provide preliminary concept and cost opinion to project team for review and comment.
- Receive comments from project team for integration into refined concept.

1.3 Refined Concept (up to 2 revisions included)

- Refine preliminary concept and cost opinion.
- Provide refined concept and cost opinion to project team for review and comment.
- Receive comments from project team for integration into final concept.

1.4 Final Concept

- Present final concept and cost estimate to project team for review and approval.
- Provide final design project deliverables upon approval.

Task 1.0 Deliverables:

- Site Evaluation Report
- Final Concept
- Cost Estimate

TASK 2.0 – CONSTRUCTION PHASE

2.1 Customer Provides*:

- Sufficient water and electrical power within 100 feet of work areas.
- Unobstructed, safe, and continuous access to work area with heavy equipment and all-weather roads for heavy equipment.
- Any available site information such as topography, site surveying, Geotech, etc.

2.2 Includes*:

- All labor, construction project management, supplies, tools, materials, and equipment required to build park per final design documents.
- Earthmoving techniques.
- Pour and finish asphalt.
- Landscaping within asphalt pump track as specified in final design.
- Manufacturing and installation of steel-framework/wooden-riding surface features.

2.3 Excludes*:

- Payment and performance bonds.
- Sales taxes.
- Permits, fees, and/or engineering and stamping.
- Fencing of any kind.
- Site testing and inspections.
- Erosion and sediment control.
- Stabilized construction entrance.
- Landscaping, site and turf restoration post construction (unless specified in final design).
- Sidewalks/walkways and site amenities of any kind.
- Utility, mechanical, electrical, plumbing work, relocation or repairs of any kind.
- Toxic or hazardous material handling or removal.
- Dewatering, silt fence, soil stabilization, erosion control, street cleaning, and traffic control.
- Removal and/or replanting of any trees or shrubs or protection of trees and shrubs.
- Construction documents and/or as-builts.
- Any work not specifically indicated above.

*All items above can be provided for an additional fee.

Task 2.0 Deliverables:

- Fully constructed asphalt pump track.



SPENCER J. COX
Governor
DEIDRE M. HENDERSON
Lieutenant Governor

State of Utah
Department of Commerce

Division of Professional Licensing

MARGARET W. BUSSE
Executive Director

MARK B. STEINAGEL
Division Director

EXHIBIT B

VERIFICATION OF UTAH LICENSURE

DOPL-FM-001 REV 06/08/2009
Created On: 05/23/2024

Name of Licensee (as it appears in our records): American Ramp, Inc.

JOPLIN MO 64801 United

States

Name(s) of Qualifier: JONATHAN DAVID HUNTER - B100 - General Building
Qualifier

Classification of License Issued: Contractor With LRF

B100 - General Building Qualifier

License Number: 11803093-5501

Obtained By: Application

Current Status: Active

Original Date of Licensure: 06/24/2020

Expiration Date: 11/30/2025

Agency and Disciplinary Action: NO DISCIPLINARY ACTIONS WITHIN
THE TIME FRAME ESTABLISHED IN UTAH CODE 63G-4-106 AND 107**

Docket and Citation Number(s):

E-Prescriber:

The information provided on this form is accurate and correct as of the verification creation date listed on the top of this form. Original issue dates listed, as 01/01/1910 and 01/01/1911 were unknown when the division implemented its first licensing database. This verification form does not show a complete history or interruptions in licensure. If you have any questions please contact the division.

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phone: (801)530-6628 • toll-free in Utah:(866)275-3675 • fax:(801)530-6511 • investigations fax:(801)530-6301

**Solicitation Number: #112420****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and American Ramp Company, Inc., 601 S. McKinley Avenue, Joplin, MO 64801 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 28, 2024, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

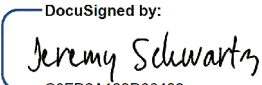
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

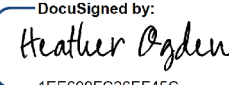
Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

Date: 12/21/2020 | 6:39 AM CST

American Ramp Company, Inc.

DocuSigned by:

By: 1EE609FC26EF45C...
Heather Ogden
Title: Senior Project Manager

Date: 12/18/2020 | 12:21 PM PST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 12/21/2020 | 7:45 AM CST

RFP 112420 - Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services

Vendor Details

Company Name: AMERICAN RAMP COMPANY INC

Does your company conduct business under any other name? If yes, please state: Progressive Bike Ramps

Address: 601 S. McKinley Avenue
Joplin, MO 64801

Contact: Heather Ogden

Email: heather@americanrampcompany.com

Phone: 417-206-6816

Fax: 417-206-6816

HST#: 35-2353308

Submission Details

Created On: Tuesday November 17, 2020 16:21:59

Submitted On: Tuesday November 24, 2020 15:51:23

Submitted By: Heather Ogden

Email: heather@americanrampcompany.com

Transaction #: 089feccc-a745-487f-bbcb-fdebd078f1ed

Submitter's IP Address: 69.92.90.122

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	American Ramp Company, Inc.	*
2	Proposer Address:	601 S. McKinley Avenue Joplin, MO 64801	*
3	Proposer website address:	www.americanrampcompany.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Heather Ogden Senior Project Manager heather@americanrampcompany.com (417) 206-6816	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Heather Ogden Senior Project Manager heather@americanrampcompany.com (417) 206-6816	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jonathon Hunter Vice President john@americanrampcompany.com (417) 206-6816	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	American Ramp Company is the premier global action sports development company. Serving municipalities, camps, and private individuals throughout the world with turnkey design, manufacturing and construction services. At American Ramp Company we strive to provide excellent customer service, quality equipment and products to our valued customers. American Ramp Company is the result of one skateboarder's dream to do what he loved. The son of missionaries growing up in a remote part of Southeast Asia, ARC founder and president, Nathan Bemo was always looking for a place to skateboard, and if he could not find a place, he made a place. Starting American Ramp Company out of his garage 23 years ago, it is Nathans passion for skateboard and action sports that has positioned ARC as a world class designer and builder of action sports facilities. To this day, Nathan is very active in our design department simply because he loves designing obstacles and park layouts that skaters and bikers want to ride. ARC is the only action sports contractor in the world that offers every skate and bike park build method. This puts ARC in a unique position to approach our customers as experts with solutions and not as a salesperson that only has one agenda to push. Our belief is that every community has users who are drawn to individual focused action sports over team sports. It is our mission to be a resource to any community who makes a commitment to invest in safe and fun infrastructure for skaters and bikers. For more than 20 years, we have built and maintained constant focus on enriching the life of all end users of our parks by providing high end parks that entire families can enjoy together. We employ the most talented and qualified individuals in the business who are each dedicated to producing the absolute best product for our customers. At American Ramp Company we are a family. We believe that communities need challenging and safe places to gather and recreate. Our passion is focused on action sports as designers, builders and participants. Getting people outside and active on a consistent basis changes lives, and changing lives helps to change the world.	*
8	What are your company's expectations in the event of an award?	American Ramp Company has held a Sourcwell contract for several years and our goal has always been to develop relationships with new and existing Sourcwell customers. We will continue to utilize Sourcwell as our primary procurement vehicle. We will continue to encourage non-members to join Sourcwell and purchase direct utilizing the Sourcwell contract if awarded. We have a dedicated manager to oversee our Sourcwell contract who has familiarized themselves with every aspect of the Sourcwell contract and is available to assist our sales team in the event that our customers have any questions regarding purchasing direct using Sourcwell. ARC is very comfortable with Sourcwell and are confident that it is the best option to serve our customers.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please review the attached confidential financial statements demonstrating our strength and stability. Also attached you will find a letter of credit from our financial institution, a letter from our bonding agent regarding our bonding capacity, as well as a variety of reference letters from some of our customers. Note: The financial statements submitted are intended only for the submittal of this bid and is confidential material that is NOT for public viewing	*
10	What is your US market share for the solutions that you are proposing?	Because we offer a variety of products and solutions across the Action Sports landscape our market share varies within each segment. For skatepark design and construction we would consider ourselves to hold the largest share of the market for all of the various construction methods and that share would make up roughly 15% of the entire US skatepark market. When it comes to Pumtrack we hold over 50% of the market for hard surface Pumtrack and over 75% of the modular pumtrack market. This 75% market share also extends to manufactured bike park equipment.	*
11	What is your Canadian market share for the solutions that you are proposing?	Our Canadian market share for manufactured skatepark equipment equals well over 50% of the market. We also have over 50% of the modular pumtrack market and around 25% of the built-on site hard surface pumtrack market share.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	American Ramp Company would be best described as a manufacturer and service provider. ARC employs a captive sales force with fourteen factory direct sales people whose sole focus is toward the sale of ARC products and services. Our Action Sports Sales Specialists cover the entire US and Canada collectively by normally spending 50% of their time meeting customers face to face. ARC also has a department of business development specialists who spend 100% of their time developing new relationships by researching projects and calling potential customers and qualifying them for our sales force.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	American Ramp Company maintains all necessary certifications required to do business in all 50 states in the U.S, as well as Canada. ARC holds several contractor's licenses throughout the US as required and ensures that all subcontractors involved on our projects have proper licensing and comply with local and state laws regarding their registrations or licenses. American Ramp Company is also an approved vendor and holds local business' licenses in many cities in US and Canada as required as well.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not Applicable	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	*Griffin Bike Park, Terre Haute, IN – 2017 NRPA National Facility or Park Design Award *Festival Fields Park, Avondale, AZ – 2020 APRA Outstanding Facility of the Year for Population 10,001-100,000 Award *Lake Cunningham Bike Park, San Jose, CA – 2018 American Public Works Association Project of the Year *Sedona Bike Skills Park, Sedona, AZ – 2019 APRA Outstanding Facility for Populations under 10,000 Award *Mansel Carter Oasis Park, Queen Creek, AZ – 2019 APRA Outstanding Facility for Populations 10,001-100,000 Award *Ronald Reagan Sports Park, Temecula, CA – 2020 APWA/IE Small Project of the Year Award *Featured in Several Parks and Recreation Magazines as well as industry related magazines	*
17	What percentage of your sales are to the governmental sector in the past three years	85% of sales are with government entities generally including state county and municipal agencies as well as a variety of parks commissions. Roughly 5% of our business is with the federal government and about 10% private	*
18	What percentage of your sales are to the education sector in the past three years	12. Historically less than 1% of our sales are in the public education sector. With the increase in school sponsored cycling teams we are beginning to see a demand emerge for bike focused infrastructure on school property. In mid-2020 we kicked off a campaign to develop sales channels for schools with our bike focused products.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Buy Board – Contract No. 592-19 Sales: 2020 through 10/31/2020: \$110,882.39 2019: \$0.00 2018: \$70,110.18 2017: \$0.00 PA Costars – Contract No. 014-002 Sales: 2020 through 10/31/2020: \$0.00 2019: \$0.00 2018: \$0.00 2017: \$0.00 State of New Jersey Purchasing Contract – Contract No. 16-FLEET-00129 Sales: 2020 through 10/31/2020: \$0.00 2019: \$0.00 2018: \$0.00 2017: \$194,044.06 Sourcewell – Contract No. 030117-ARC Sales: 2020 through 10/31/2020: \$1,591,033.15 2019: \$870,472.71 2018: \$ 2,550,829.90 2017: \$1,634,285.65 CMAS – Contract No. 4-19-78-0034B No project performed under CMAS Contract at time of bid	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract No. GS-03F-064GA 2020 through 10/31/2020: \$0.00 2019: \$147,000.00 2018: \$127,400.00 2017: \$0.00	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Norman Parks and Recreation Department	James Briggs, Park Planner II	405-366-5480	*
City of Salina Parks and Recreation Department	Chris Cotten, Director	309-212-4796	*
City of Newtown Parks and Recreation Department	Amy Mangold, Director	203-270-4342	*
NYC Parks	Martin Maher, Brooklyn Commissioner	718-965-8920	
City of Fort Atkinson Parks and Recreation Department	Scott Lastusky, Former Director	920-988-9007	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Norman	Government	Oklahoma - OK	*Bike Park Design *Custom Built Bike Park with Trails and PBR Equipment *Skatepark Design *Custom onsite construction of concrete/shotcrete skatepark that included a custom hybrid half pipe. *Custom Rockwork and Paved trails around Blake Baldwin Skatepark *Custom Sign for Blake Baldwin Skatepark	2018: \$237,232.70 2019: \$ 985,620.00 2020: \$ 3,500.00	\$1,226,352.70	*
City of Rogers	Government	Arkansas - AR	*Bike Park and Asphalt Pump Track Design *Custom Asphalt Pump Track Construction *Manufacture and Installation of PBR Features in Bike Park *Trail Construction	2020: \$626,000.00 2020: \$85,000.00 2020: \$16,500.00	\$ 727,500.00	*
City of Las Vegas	Government	Nevada - NV	*Asphalt Pump Track Design and CD's *Asphalt Pump Track Construction *Design, Manufacturing and Installation of three Pro Series Skateparks	2019: \$18,200.00 2020: \$201,788.00 2020: \$490,000.00	\$ 709,988.00	*
City of Reno	Government	Nevada - NV	*Design and CD's of Skatepark * Stamped Construction Documents *Pre-cast Skatepark Manufacture and Installation *Manufacture of PBR Features for Bike Park	2017: \$5,000.00 2017: \$15,000.00 2017: \$ 219,344.53 2017: \$4,900.00 2018: \$266,153.23 2019: \$11,721.88	\$522,119.64	*
Miami Parking Authority	Non-Profit	Florida - FL	*Design, CD's and Construction of custom concrete/skatepark located under I-5 Freeway	2019: \$ 1,100,000.00	\$1,100,000.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party),

and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	American Ramp Company can assist our customers through every level of park development all within our own in-house team members. ARC employs a captive sales team which is structured to operate within designated regions. Currently, we have the following in house sales staff members: • Two In-house Sales Representatives for East Coast • Two In-house Sales Representatives for Central Region • Three In-house Sales Representatives for West Coast • Three In-house Sales Representatives for Canada • Three In-house Sales Representatives for International • One In-house Sales Representative for Maintenance Products • Two In-house Business Development Team Members At the sales level our team is actively working with over 3,000 individual clients who are at different stages of project development. We normally attend every state's park and recreation conference and tradeshow to make ourselves available to our current customers and to develop new relationships. This past year that has proven difficult, so we have attended the ones we are able to attend and have had hundreds of meetings with our clients virtually. On a normal basis our sales team spend approximately 50% of their time on the road meeting with our clients to advance the progress of their projects.
24	Dealer network or other distribution methods.	We have non-exclusive relationships with many dealers who have customers that are interest in our services and products. Our dealers will ask that we assist them in providing action sports solutions to their customers since those recreation segments are outside of their depth. Most of these dealer relationships are with Play Power dealers and reps which make the Sourcewell conversation very clean since they too carry a Sourcewell contract. Sales through these dealer relationships represent less than 5% of our total sales as most of our projects are worked factory direct through our captive sales force.
25	Service force.	Customer service and warranty service is all handled completely in our office by our customer support and installation staff. The parks and recreation market is a very connected one so we understand the importance of customer experience and want to control every aspect of that directly. We have more than 30 trained equipment installers, onsite construction crew members and maintenance staff to be able to deliver the highest quality parks to any customer. Our dedicated maintenance staff has the ability to handle warranty claims and provide ongoing maintenance options to our customers on a very quick turnaround because it is all handled directly from our corporate headquarters.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	While we are working on a project, we assign a Project Manager that is directly responsible for continuing communication on a regular basis with the customer. We strive to make sure that we are providing them with whatever they need to continue success while moving to completion of their project. We have recently implemented the use of Buildertrend Software that allows us to give the customer access to daily reports, photographs, weather reports, schedule and many other items to ensure they are constantly informed of what is happening on their project. Once a project is completed we take a proactive approach to the customer and project installation by contacting them at least twice a year to check in and make sure that everything is going well and that they are happy with the work that we did. This approach serves two purposes, customer satisfaction, but also helps ARC maintain relationships for future work with our clients.
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	American Ramp Company has been actively utilizing a Sourcewell contract for more about 10 years. Throughout that time, we have served clients in 35 states with sales over Ten million since our contract was originally awarded. We have made it our goal to double that figure over the next contract life and reach more than Twenty Million in the next four years. ARC believes that Sourcewell purchasing vehicle for the customers we serve which is why we actively promote our Sourcewell with all new and existing customers and display that we hold a current Sourcewell contract at all of tradeshow we attend in the United States and Canada.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our Canadian sales team has been excited about the headway that Sourcewell has been making towards the use of the contract in the Canadian market. We have an office in Ontario with Canadian sales and installation team members. Our team is willing to help the contract propagate in Canada and educate all of the customers and contacts that we have on the value of using the Sourcewell contract.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no areas in the United States or Canada that American Ramp Company will not fully be able to serve through our Sourcewell contract.

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A - We will fully service Sourcewell members in every sector.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There would be no restrictions. We have served customers in Hawaii, Alaska and US Territories throughout our history. We also serve Canadian customers located in remote regions, military bases, International municipalities, and dealers located anywhere in the world. Shipping terms and costs may vary based on locations. We will provide a quote for freight and delivery time at the time of estimate to the customer.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Every project quote that we send out will have verbiage encouraging that the purchase is made through the Sourcewell contract. We will have information and links on our customer facing digital marketing materials like our website as well as include that we hold a Sourcewell contract on industry publications. Often, we do continuing education sessions and lunch and learns where we include information about procurement and specifically how using Sourcewell is the most efficient method for project procurement. We have attached some examples of marketing material as well as tradeshow handouts and catalogs that show that we carry a Sourcewell contract.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	American Ramp Company uses technology and digital data to enhance marketing effectiveness in the following ways: Website: Our dedicated marketing team works to ensure that our website remains up to date and relevant to customer needs. We analyze what the customers in our industry are searching for and use data and metadata to steer our messaging both in content and delivery method. Social Media: American Ramp Company is currently on Facebook, Instagram and You Tube. Our goal on these platforms is to provide our customers with information on our current parks that will add value in seeing where we are building and what our finished products look like. Social media is also a fun and interesting way to share with others the joy that the end users are being provided because of the different products and services we bring to communities. E-Blast: American Ramp Company frequently sends out E-blasts to all surrounding customers when we have a new park opening, are attending a local tradeshow, introducing a new product, and many other reasons. We feel that E-blasts are a successful email marketing tool that can raise awareness of our business and products to keep us on the minds of existing and potential customers.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We anticipate that Sourcewell will continue to play a strong role in ensuring their members are aware of American Ramp Company's awarded contract and will navigate members to our Sourcewell Awarded Vendor page which will provide them all of the details on our contract award and contact information. Sourcewell has already played a very active role in promoting our previous contracts by assisting our sales division on conference calls to help explain the many benefits and ease of contracting through Sourcewell. They have been very active in helping our sales force answer any questions that our customers who haven't become members of Sourcewell that they may have which makes it much more successful in getting them to become new Sourcewell members. We have already integrated Sourcewell into our sales process by developing a marketing strategy that promotes our contract among members. We will continue to encourage Sourcewell members and nonmembers the advantages of purchasing through Sourcewell in an effort to save them valuable time and money.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	American Ramp Company does not offer online sales through our website because of the nature of the products and services we provide. Most of our products and services require initial legwork including design which would not be effectively performed through online ordering services. We work with our customers and their communities to develop designs and then supply them with the best possible end product based on the feedback from the customer and their end users. However, we work with our customers in any way needed to make the procurement process meet their needs. We offer procurement through many various forms including purchase orders, credit cards and P-Cards. Because we work with many government entities, all these forms of procurement are very common to us. There is no additional cost to Sourcewell members for using this process.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	At the time of project installation, we offer an opportunity for our customer to have staff trained on equipment maintenance by our installation crew lead. This is a service that we provide at no extra cost to the customer.	*
37	Describe any technological advances that your proposed products or services offer.	Our design and engineering team work to stay of the cutting edge of the action sports industry when it comes to the development of new products and facilities. We also look for ways to integrate technology and multimedia into the park experience. For example, we have developed the ability for a facility user to access a "How to use this equipment" video while at the park by scanning a QR code on interpretive signage.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	At American Ramp Company we take pride in our commitment to providing the highest quality projects possible. As a leader in the action sports industry we recognize that it is our responsibility to set an example as an environmentally conscientious company. We have invested considerable time and resources identifying aspects of our business that we can alter in order to maximize our customer satisfaction while minimizing our environmental impact. American Ramp Company has always looked for ways to decrease our carbon footprint. We hold firm to the belief that focusing on building the highest quality, longest lasting skateparks will insure minimum environmental impact. By building skateparks right the first time we guarantee resources are not needlessly being used to replace or repair. Our industry did not have baseline environmental standards and for that reason we took the lead to develop initiatives and with one other skatepark company founded Green Skate. As one of the founding members of Green Skate we have adopted a policy to evaluate environmental impact of every decision we make. Green Skate is an initiative set forth to create baseline standards for sustainability in the production of skateparks. Below are a few of the critical objectives of Green Skate. Green Skate Initiatives • Use recycled and recyclable productions – Utilize resources that are recyclable and/or composed of recycled materials • Practice Lean Manufacturing – Identify any areas of waste and excess. Maximize efficiency and accuracy of work force, energy and materials. Manufacture equipment when ordered so energy and materials are not being wasted on inventory storage. • Seek Environmentally Sensitive Partners and Suppliers – Team up with vendors and business partners that are taking their own steps to protect our environment and natural resources. We seek out vendors and suppliers that are operationally proximal to avoid trucking raw materials over a long distance. • Employee Culture – Encourage employees to constantly evaluate their work processes and identify areas that can be improved to increase efficiency and environmental sustainability. ARC also employs LEED Accredited individuals that help keep focus on environmental sustainability within the company.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	While American Ramp Company does not hold any third-party issued eco-labels, ratings or certifications, all of the steel used in our products are recycled steel. We also utilize recycled concrete when possible as base and fill material in our onsite parks and work with various suppliers of surfacing that utilizes recycled material. American Ramp Company has also recently used Basalt rebar in place of traditional steel rebar on a project that we completed this past year and are looking into utilizing this product more in the future.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	American Ramp Company is identified as a Small Business Entity (SBE) and does currently hold a State of Missouri Minority Owned Business Enterprise certificate. Please see a copy of this certificate attached to this response.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	American Ramp Company offers turn-key solutions to its customers. Being the only true one stop shop for the Action Sports segment of the recreation industry, we are able to serve our customers at every level of any project. This assistance spans all areas of project development including fundraising, community awareness, and project development. Any time a customer contacts our office during normal business hours someone will answer the phone. Every staff member that answers our phones during the course of the day are trained on asking the proper questions to ensure that they are transferred to the appropriate person to help with whatever they need. This we feel is an added value to our customer service because they get to speak to a live person at the time of their initial call. Because we have had a Sourcewell contract for over 10 years our staff is uniquely prepared to help Sourcewell members, and customers interested in becoming members, navigate the procurement process using the contract.	*
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes, our warranty typically covers all materials and labor.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Repairs required due to neglect, abuse, accident, vandalism, use of products other than the intended purpose and acts of nature or God are not warrantied. The warranty does not cover any modifications, additions, or changes to the equipment unless approved in writing by American Ramp Company.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Because we have multiple crews that are mobilized throughout the US and Canada, we can very quickly respond to any warranty issues. Since these crews are already in the region, we do not charge our customer for any travel related expenses.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	American Ramp Company covers all regions and have crews that can perform warranty work anywhere in the United States and Canada.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Our warranty extends as applicable to any product or service that is listed under our contract, including any product that we would offer by others.	*
47	What are your proposed exchange and return programs and policies?	An exchange program is not offered, if something is wrong or a customer is unsatisfied with a product our warranty covers that item and we will replace it at no cost to the customer. There is a 30% restocking fee if the customer wants to return a park. All of the shipping and logistics are handled through our office and often carried by our crews.	*
48	Describe any service contract options for the items included in your proposal.	Our products have an industry leading warranty and are manufactured to be as maintenance free as possible. However, we do have an annual maintenance inspection program available to our customers. With the annual maintenance inspection program, we will send out one of our trained supervisors to do a thorough walk through their park and identify any necessary items that should be addressed. If the park is within our warranty timeline, most of these items can be addressed immediately. If work outside of warranty is needed, we can then take all the photo documentation and reports back to our office where our service department will write up a detailed report and provide a quote to make necessary repairs.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	We have a wide variety of payment terms depending on the product and/or service we are providing. Because the majority of our projects are very large in nature our terms are 50% at the time of order and 50% upon shipping of the equipment. Most of these projects we work with Net 30 terms. American Ramp Company also performs large inground concrete skateparks and asphalt pump track and generally invoice those using progress billing that we submit to the customer at different project milestones much like most construction projects. American Ramp Company will talk through payment terms with our customers and determine which payment structure works best for them and their project.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	ARC has partnered with National Cooperative Leasing (NCL) to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including tax-exempt municipal leases and a purchase order only program. There is no ownership, common ownership, or control between ARC and NCL.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Sourcewell members will issue purchase orders directly to American Ramp Company with the Sourcewell contract number included on the PO. American Ramp will then enter the sales as a Sourcewell sale in their sales tracking system, which is used to create, manage and report quarterly to Sourcewell. Our overall order process provides multiple check points so that nothing is missed in the process of our customers placing an order. Each customer works directly with a sales professional from their region. Once they work through what type of equipment, park or services they would like to procure a contract or purchase order and order form are completed. Once that is done so it is entered into our online system with all of the information for each order which then automatically generates an internal email to all department managers. The accounting department immediately enters the job into our online accounting system and the file is sent to our manufacturing department.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we will work with our customers in any way needed to make the procurement process meet their needs. There is no additional cost to Sourcewell members for using a P-Card.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Each individual component will be listed using line item pricing. All pricing that is being extended to Sourcewell members is factory direct pricing, which means no middleman mark up. This factory direct relationship automatically saves the 20-30% commissions that would typically be applied and added to the price by a 3rd party supplier. In addition to the factory direct pricing ARC will be offering an additional 7% discount off the factory direct pricing, giving Sourcewell members access to pricing lower than any other pricing in market, published or unpublished. Individual Sku's are listed for manufactured components on the attached price list. Onsite construction price line items do not contain sku numbers.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Most of our customer interaction is factory direct, and this will be the same in the case of a Sourcewell sale. This means that our list price is manufacturer direct pricing and does not have the 30% marked up MSRP when working through a third-party rep agency. That factory direct pricing is then discounted an additional 7% to Sourcewell members giving Sourcewell members the best possible price for our products and services.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	There are no quantity or volume discounts or rebate programs at the time of this offering.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Our objective in this RFP response is to provide a turn-key solution by including all conceivable aspects of a skatepark, bike park or pump track project under this contract. Items such as sound dampening material, installation, etc. will have percentage cost pricing. For any components that are not specifically called out in this price list we will provide a quote for the requested service as new needs arise. Because the components to build a skatepark, bike park or pump track vary drastically, it would be virtually impossible to include every non-standard component in our price list. Our price list is meant to be interpreted as "Standard" components meaning that a certain feature may have differing dimensions with a different price.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Our response covers all components typically associated with our projects. The only cost that is not clearly defined in our proposal would be installation costs on projects located within prevailing wage states. In states with prevailing wage laws we do not use the percentage cost pricing method, but rather quote the installation out based on the applicable rate schedule that would apply but only for the installation amount the product price is fixed by the contract.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Once the final design is complete and all components are determined for each project, our shipping department gets multiple competitive rates from our shipping partners. Because we are based in the center of the US and ship a lot of freight, we are able to provide very cost-effective shipping solutions.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	In the instance of Hawaii and Alaska, we ship to the port and have the products sent by boat. Shipping to most regions of Canada are the same procedure as when we ship within the US. None of these logistics are the responsibility of the customer and are handled directly by our shipping department. These types of shipments are common practice for us as we do a lot of international business.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our team has shipped and installed skate, bike and pump track components in nearly 40 countries and every environment, so unique to us is a relative term. To date we have been able to comply with customer requests in any situation that we have encountered and intend to continue that trend. We don't offer any specifically unique distribution or delivery methods.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	As soon as an order is placed, the first stop that it makes is in our contract managers office. She thoroughly goes through the pricing and verifies everything in accordance with Sourcewell pricing. Once she verifies the pricing, she then places the sale on our internal sales report and includes all information including which purchasing program is used to place the order. She then keeps individual reports for each purchasing program where the data is entered as well. For our current Sourcewell contract, we use the report that was provided to us by Sourcewell to report our sales. At the end of each quarter all sales are double check and verified on the sales report and the administrative fee is issued for the projects that have been completed and paid in full.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Two Percent of gross sales.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	American Ramp Company offers everything necessary for design and build services for skateparks, bike parks and pump tracks. American Ramp Company offers pre-cast concrete, modular skatepark equipment (wood, steel, hybrid), bike park equipment, modular pump track equipment, bicycle playground equipment, trail construction, on-site concrete skatepark construction, and on-site construction of asphalt pump tracks. American Ramp Company provides full turn-key service of any type of skate, bike or pump track project including all demolition, excavation, drainage, forming, rebar, shotcrete, flatwork, and much more depending on the project needs. All designs produced by ARC are custom based on what the customer would like, their budget, the site selected as well as community input from meetings and surveys conducted by our design team.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The categories listed, Skateparks, Bike Parks and Pumtracks, capture most every type of product/service that we offer.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Skateparks	☒ Yes ☐ No	American Ramp Company provides every skatepark build option and pricing for each is available and included in this proposal.	*
67	Bike Parks	☒ Yes ☐ No	American Ramp Company offers turn-key design and build of every type of bike park product and facility including segments created by us like bicycle playgrounds.	*
68	Pump Tracks	☒ Yes ☐ No	All pump track construction methods are available through American Ramp Company including products that are exclusive to ARC like modular pump tracks.	*
69	Design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs.	☒ Yes ☐ No	We offer turn-key planning, design, consultation, and everything needed leading up to project construction and during construction we also perform all aspects of the project in house from site work through completion of the project. We also provide facility management, programming and maintenance/repair solely by our staff.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Sales Revenue: We track our sales revenue on a monthly, quarterly and annual basis to show whether our sales are increasing/declining to Sourcewell members. This has also been tracked internally since the initial award of our first contract and this information is used internally by our sales team when they are initiating communication with a future customer who is interested in Sourcewell. Number of Sales: American Ramp Company tracks the number of sales with detailed sales reports on a monthly, quarterly and annual bases to track the number of sales to Sourcewell Customers. This has also been tracked internally since the initial award of our first contract and this information is used internally by our sales team when they are initiating communication with a future customer who is interested in Sourcewell. Those are just a couple of examples of how we track to see if we are having success with the contract. If we see our revenue and number of sales drop, we will take the time to identify the problem and take all necessary steps to correct the issue.
71	Describe the methods or techniques that impact the durability or longevity of your product.	Because we self-perform nearly 100% of every aspect of a project, we can make sure that the quality meets our expectation. Our inhouse Director of Engineer and our Quality Control Manger have both been with our company for just shy of 20 years. Every project has 3 levels of quality checks that it goes through before the installation crew arrives onsite. Maintaining an experienced team who understand and maintain a level of excellence has been the key to outputting products that last. In-fact our most popular product comes with a 20-year warranty and we have had installations that are still in use from our first year in business, 23 years ago.
72	Describe any unique advancements offered by your firm, including examples related to product safety, product longevity and life cycle costs.	Our team is always looking for ways to improve our products and processes. This is done with a focus on performance, safety, and aesthetics. For example, we re-engineered both our bike and skatepark product lines in a way that eliminated any fasteners in the riding surface. This change eliminates a potential hazard of a fastener backing out and causing injury, but also gives the product a higher aesthetic value. The removal of this critical maintenance area is also a big benefit to the customer. Another great example is something we recently developed; a special surface fork bike parks called P3 Cycle Surface. This new surfacing solution will dramatically cut down on maintenance for customers while also creating a more consistent and safer riding surface for users.
73	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	Our team works directly with clients from the beginning of a project to address the needs and goals identified. A focus for our company is to provide facilities that serve the broadest user group possible. Our passion is in action sports as designers, builders, and users ourselves, so we believe it is our responsibility to make action sports environments that are welcoming, engaging, and inclusive. Whether it is a bike park, skatepark or pump track, we believe getting people outside and active on a consistent basis changes lives, and changing lives helps to change the world.
74	Describe any unique advantage that your product offers in relation to design-build, manufacturing, climate variations, and community aesthetics.	Our company offers a turn-key solution for the planning, design, and construction of Skateparks, Pumptracks and Bike Parks. We feel that we have the most experienced and diversely qualified team in the action sports industry. On top of our experience we have the advantage of executing every aspect of a project inhouse, without the need to outsource. This means we can directly ensure a quality product/project, delivered in an efficient timeframe.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
N/A	N/A	No Exceptions Taken

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - ARC 2018 2019 2020 Financials.pdf - Tuesday November 24, 2020 15:13:04
 - [Marketing Plan/Samples](#) - ARC Tradeshow Handout.pdf - Tuesday November 24, 2020 15:22:33
 - [WMBE/MBE/SBE or Related Certificates](#) - MBE Certificate.pdf - Tuesday November 24, 2020 15:20:25
 - [Warranty Information](#) - Warranty Statements.pdf - Tuesday November 24, 2020 15:19:31
 - [Pricing](#) - 2020 Sourcewell Price List.pdf - Tuesday November 24, 2020 15:35:55
 - [Additional Document](#) - ARC_Catalog.pdf - Tuesday November 24, 2020 15:24:21

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Heather Ogden, Senior Project Manager, American Ramp Company, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Skatepark Bike Park and Pump Track Solutions_RFP 112420 Thu October 29 2020 09:47 AM	☒	3
Addendum_1_Skatepark Bike Park and Pump Track Solutions_RFP 112420 Fri October 9 2020 04:18 PM	☒	1



CONTRACT EXTENSION

Contract Number: 112420-ARC

Sourcewell	and	American Ramp Company
202 12th Street Northeast		601 S McKinley Ave
P.O. Box 219		
Staples, MN 56479		Joplin, Missouri 64801-3220
(Sourcewell)		(Vendor)

have entered into Contract Number: 112420-ARC
for the procurement of: Skatepark, Bike Park, and Pump Track Solutions with Related Equipment,
Accessories, and Services

The Contract has an expiration date of 2024-12-29 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2025-12-29 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by:

C0FD2A139D06489

Authorized Signature

Jeremy Schwartz

Name

Chief Operating and Procurement Officer

Title

3/29/2024 | 8:47 AM CDT

Date

DocuSigned by:

1EE609FC26EE45C...

Authorized Signature

Heather Ogden

Name

Senior Project Manager

Title

4/1/2024 | 7:49 AM PDT

Date

Agenda Item # 15

Consideration of Resolution 2024-94
approving the 2025 FY Budget
Amendment

FY25 Budget Amendment



Building Maintenance:

Addition of a partition for the Library staff area. \$7,000

Equipment:

The purchase of two lease return vehicles for the Police Department. \$28,300

Projects:

We are excited to move forward with the design and development of two parks. Scenic Slopes and West Side Park using funding from the current budget and additional impact fees.

We will be constructing a 2 million gallon water tank.

Grantsville City FY25 Budget Amendment

Dec. 4, 2024

Account Number	Account Title	Current Budget	Proposed Budget	Change	Reason
General Fund					
Revenue					
10-38-40	Prior YR Surplus Used in Cur Yr	\$47,339.00	\$82,639.00	\$35,300.00	For library partition and police vehicle purchase
10-36-96	Proceeds From Sale of Property	\$0.00	\$125,925.00	\$125,925.00	Lease reimbursement Durangos
10-37-53	Use of PY Park Impact Fees	0	\$1,040,000.00	\$1,040,000.00	Design and development of Scenic Slopes Park
Total Revenue		\$47,339.00	\$1,248,564.00	\$1,201,225.00	
Expense					
10-44-26	Building and Grounds	\$5,500.00	\$12,500.00	\$7,000.00	Library staff area partition
10-54-83	Purchase Police Vehicle	\$17,000.00	\$171,225.00	\$154,225.00	Accounting for purchase/leases and purchasing additional lease returns \$28,300
10-64-75	Park Impact Fees	\$360,000.00	\$1,400,000.00	\$1,040,000.00	Design and development of Scenic Slopes Park
Total Expense		\$382,500.00	\$1,583,725.00	\$1,201,225.00	
Water Fund					
Revenue					
51-30-06	Bond Proceeds	\$0.00	\$3,294,000.00	\$3,294,000.00	Contruction of water tank
Total Revenue		\$0.00	\$3,294,000.00	\$3,294,000.00	
Expense					
51-40-92	Water Capital Project	\$0.00	\$3,294,000.00	\$3,294,000.00	Contruction of water tank.
Total Expense		\$0.00	\$3,294,000.00	\$3,294,000.00	

Agenda Item # 16

Discussion regarding PUD code
modifications

Discussion of removing PUD applications or considering ways to avoid the “must approve deviations/ variations” situation, it may be simplest to redefine PUDs not as subdivisions, but as a type of overlay zone that is customized for each application. If we keep it in zoning, the City (through the Council) retains the most discretion.

Agenda Item # 17

Council Reports

Agenda Item # 18

Closed Session (Imminent Litigation,
Real Estate, Personnel)

Agenda Item # 19

Adjourn