GRANTSVILLE

CITY COUNCIL

April 30th, 2025

City Council Meeting

Information Packet

Agenda Item # 1

Public Comment

Agenda Item # 2

Consideration of Resolution 2025-36 approving an agreement for City Manager Services and appointing Michael Resare as City Manager

GRANTSVILLE CITY
RESOLUTION NO. 2025-36

A RESOLUTION APPROVING AN AGREEMENT FOR CITY MANAGER SERVICES AND APPOINTING MICHAEL RESARE AS CITY MANAGER

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

WHEREAS, Grantsville City recognizes the need for continued professional management and oversight of the City's operations and administration; and

WHEREAS, the City Council has identified Michael Benjamin Resare as a qualified and capable candidate to serve as the Grantsville City Manager; and

WHEREAS, the City has negotiated the terms of a City Manager Agreement with Michael Benjamin Resare, which sets forth the duties, responsibilities, and compensation related to the position; and

WHEREAS, the City Council finds it in the best interest of the City to appoint Michael Benjamin Resare as City Manager and to approve the associated City Manager Agreement;

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

Section 1. Approve Agreement: The City Council hereby approves the City Manager Agreement between Grantsville City and Michael Benjamin Resare, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. Appointment of City Manager: The City Council hereby appoints Michael Benjamin Resare as City Manager of Grantsville City, effective May 5, 2025, and authorizes him to begin service in that capacity in accordance with the terms of the Agreement.

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 30TH DAY OF APRIL, 2025.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

_____

By Mayor Neil Critchlow

ATTEST

_____

Braydee Baugh, City Recorder

EXHIBIT “A”

City Manager Agreement

CITY MANAGER AGREEMENT

THIS CITY MANAGER AGREEMENT, is made and entered into on this April 30, 2025, by and between Grantsville City Corporation, a municipal corporation of the State of Utah (the "City"), and Michael Benjamin Resare ("City Manager") (collectively the "Parties"), upon the terms and conditions set forth herein.

WITNESSETH

WHEREAS, the City desires to retain the services of (City Manager) as City Manager of Grantsville City; and

WHEREAS, it is the desire of the Grantsville City Council ("City Council") to provide certain benefits, establish certain conditions of employment, and to set working conditions of the City Manager; and

WHEREAS, it is the desire of the Council to (1) retain the services of the City Manager and to provide inducement for him to remain in such employment; and (2) to make possible full work productivity by assuring the City Manager's morale and peace of mind with respect to future security; and (3) to provide a just means for terminating the City Manager's services as such time as he may be unable to fully discharge his duties due to disability or when the City may otherwise desire to terminate his employment; and

WHEREAS, the City has agreed to hire and the City Manager has accepted employment as the Grantsville City Manager, subject to the terms, conditions, and provisions of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Powers and Duties

A. The City Manager is the Chief Executive Officer of the City and shall faithfully perform the powers and duties of the position with competence and fidelity. The City hereby agrees to employ (City Manager) as City Manager of the City to exercise powers and perform the functions and duties specified in the Grantsville City Code, City Resolutions, and City Policies, as well as those duties and requirements enumerated in the attached job description which is incorporated by reference herein, and to perform such other legally permissible and proper duties and functions as the City Council shall, from time to time, assign. The City Manager shall be responsible for overseeing the day-to-day operations of all City departments pursuant to rules, regulations, and policies adopted by the City Council. Moreover, the City Manager shall advise the Mayor and City Council on matters of policy, procedure, and business affecting the City.

Section 2. Term

A. The term of this agreement shall be five (5) years commencing on the May 5, 2025 and ending on the April 30, 2030 (the "Term").
B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the City Manager at any time, subject only to the provisions set forth in Section 3 of this agreement. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City Manager to resign at any time from his position with the City upon at least thirty (30) days prior notice to the Council.
C. The City Manager agrees to remain in the exclusive employ of the City during the term of this Agreement.

Section 3. Termination and Severance Pay

A. Termination Events. This Agreement terminates upon any of the following:
    a. A vote by a majority of the City Council refusing to renew or allow this contract to renew;
    b. A vote by a majority of the City Council requesting the resignation of the City Manager;
    c. Retirement, resignation, or death of the City Manager;
    d. Termination for good cause, as defined in Section 3(B) below;
    e. Termination without cause, as defined in Section 3(C) below; or
    f. Expiration of the term of this Agreement.

B. Termination for Good Cause. The City Council may, for good cause, end the employment relationship and terminate this Agreement. The City Manager receives no severance if he is terminated for good cause. For purposes of this Agreement, the term "good cause" is defined as any of the following:
    a. Any willful, knowing, grossly negligent, or negligent breach, disregard, or habitual neglect of any duty or obligation required to be performed by the City Manager under this Agreement, applicable law, or City policy.
    b. Any misconduct of the City Manager involving an act of moral turpitude, criminal illegality (excepting minor traffic offenses), or habitual violations of the traffic laws, whether or not related to the City Manager's official duties hereunder.
    c. Any willful, knowing, grossly negligent, negligent misapplication, or misuse, direct or indirect, by the City Manager of public or other funds or other property, real, personal, or mixed, owned by or entrusted to the City, any agency or corporation thereof, or the City Manager in his official capacity.

C. Termination Without Cause. The City Council may, at its pleasure, end the employment relationship and terminate this Agreement at any time without cause. "Without cause" means termination by the City Council for any reason not provided in Section 3(B). If the City Manager is terminated without cause, then the City Manager is entitled to a severance from the City.
    a. In the event the City Manager is terminated without cause, as provided herein, the City agrees to pay, within seven (7) calendar days, any unpaid balance of his due salary to the date of removal together with the payment for his accumulated vacation time, together with the accrued lump sum severance payment. The City will not provide any payment for accumulated sick leave.
    b. The City further agrees to offer a severance package, which begins with an amount equal to three months of the City Manager's salary at the time of termination. After 24 months of employment as City Manager, the severance amount will be increased to four months of salary. With each additional year of employment thereafter, the severance amount increases by one month of salary, up to a maximum severance amount of six months of salary.

D. Resignation. In the event the City Manager resigns, the City will be under no obligation to provide any severance pay, except for any amounts or benefits for which the City Manager is legally entitled pursuant to the laws of the State of Utah and the United States of America.

E. Except in the case of death, resignation or retirement by the City Manager, the City shall not be permitted to terminate the City Manager within six (6) months after a municipal election for which a new Mayor and/or three or more City Council member(s) are selected.

Section 4. Disability Termination

A. If the City Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) weeks beyond any accrued sick and vacation leave, the City shall have the option to terminate this agreement without cause, subject to the severance provisions set forth in Section 3(C).

Section 5. Salary

A. The City Manager's salary at the time of this Agreement shall be One Hundred Forty-Five Thousand Dollars ($145,000.00) per year. A restriction is set forth prohibiting an increase in the City Manager's salary until 2026, unless otherwise approved by City Council.
B. The City Manager shall be paid in installments at the same time as other employees of the City.
C. The City agrees that, subject to Section 5(A) of this Agreement, the City Manager is eligible for an annual increase in salary, which shall be up to the maximum potential percentage increase provided for all City employees in the annual budget.

Section 6. Fringe Benefits

A. All City policies and procedures, regulations, and rules of the City relating to vacation, sick leave, retirement, pension system contributions, holidays, health and life insurance, and other fringe benefits and working conditions, etc. as they now exist or hereafter may be amended, shall also apply to the City Manager as they do for all other public employee personnel.
B. The City will make available a vehicle to the City Manager for all business related travel.
C. The City will provide the City Manager with a cell phone, or a cellular telephone allowance of ($amount) per month, for his professional use.
D. The City Agrees to, reimburse City Manager, upon the providing of acceptable documentation, a lump sum Payment of Seven Thousand Five Hundred Dollars ($7,500.00) for any relocation and moving expenses, storage costs, rent, and any other miscellaneous expenses incurred with respect to moving.

Section 7. Performance Evaluation

A. Annually, the City Council will evaluate the performance of the City Manager. A defined work program along with goals and performance objectives, which the City Council determines necessary for the proper operation of the City, may be prepared for the City Manager to follow and on which his evaluation will be dependent. The City Council may, in its sole discretion, consider the City Manager's performance evaluation(s) when determining any salary, or other compensation, increases.

Section 8. Professional Development

A. The City hereby agrees to budget and pay for the reasonable and customary travel and subsistence expenses of the City Manager for professional development, including continuing education, and official travel to adequately continue the professional development of the City Manager and to pursue necessary official functions for the City.
B. The City agrees to budget and pay for professional dues and subscriptions for the City Manager necessary for continuation and full participation in local, state, regional, and national associations and organizations as necessary for the good of the City. Such organizations may include, but are not limited to: the International City Management Association (ICMA), and the Utah City Management Association.

Section 9. Indemnification

A. Except as outlined in Section 9. B. and C. below, the City shall defend the City Manager, regardless of whether they are currently employed by the City, against any loss, claim, damages, judgments, interest, settlements, fines, court costs, and reasonable attorneys fees unless the City Manager chooses to hire counsel independent of the City's chosen counsel, in any judicial or administrative proceeding including but not limited to litigation, ethics complaints, bar complaints, and Equal Employment Opportunity Claims, arising out of any alleged act or omission occurring in the performance of City Manager's official duties, within the scope of employment, or under color of authority, pursuant to the Utah Governmental Immunity Act under Utah Code 63G-7-902, or as amended (UGIA).

B. Indemnification and defense is conditioned upon the City Manager's adherence to the requirements of the UGIA under Utah Code Ann. § 63G-7-902(2)-(7) or as amended. The City is not obligated to provide a defense or indemnification if the City Manager fails to meet the following requirements:

   a. The City Manager must provide the City written notice of the claim within ten (10) days after service of process, within a longer period that would not prejudice the City in maintaining a defense on the City Manager's behalf, or within a period that would not conflict with notice requirements imposed on the City in connection with insurance carried by the City relating to the risk involved.
   b. The City Manager must cooperate in good faith in the defense of the claim and must appear at any related proceeding(s) when requested by the City.

C. The City is not obligated to provide a defense or indemnification, and may seek reimbursement from the City Manager for any related defense costs that have been paid, if any of the following conditions are found:

   a. If the City determines that the City Manager acted or failed to act through fraud or malice, willful misconduct, or gross negligence.
   b. If the injury or damage resulted from the City Manager being in actual physical control of a vehicle with a BAC equal or greater than the established legal limit or while under the influence of drugs or alcohol, or a combination of such to a degree rendering them incapable of safely operating the vehicle.
   c. If the injury or damage resulted from the City Manager being physically or mentally impaired so as to be unable to reasonably perform job functions because of the use of alcohol, the nonprescribed use of a controlled substance as defined by Utah Code Ann. § 58-37-4, or the combined influence of alcohol and a nonprescribed controlled substance(s).
   d. If in a judicial or administrative proceeding, the City Manager intentionally or knowingly gave, upon a lawful oath or in any form allowed by law as a substitute for an oath, false testimony material to the issue or matter of inquiry; or fabricated evidence; or unless disclosure is prohibited by law, failed to disclose evidence that was known to the City Manager and the City Manager knew to be relevant to a material issue or matter of inquiry in a pending judicial or administrative proceeding, or such evidence was known by the City Manager to be relevant to a material issue or matter of inquiry in a judicial or administrative proceeding if disclosure of the evidence was requested by a party to the proceeding or counsel for a party to the proceeding.
   e. If the City Manager is found liable for punitive damages.
   f. If the City Manager has been determined to have acted outside the scope of employment or official duties.

D. The City reserves the right to conduct its defense of any claim in any manner it determines appropriate, including selection of counsel, strategy, and settlement decisions, unless otherwise required by law.

Section 10. Residence

A. During the term of this Agreement, the City Manager agrees that he shall live within the corporate boundaries of Tooele County, Utah, unless otherwise approved by the City Council.

Section 11. Bonding

A. The City shall bear the full costs of any fidelity or other bonds required of the City Manager under any law or ordinance.

Section 12. General Provisions

A. Entire Contract. This Agreement contains the entire agreement of the parties and no other agreement between the parties, whether oral or written, shall have any force or effect after the effective date of this Agreement.

B. Other Terms and Conditions. The City Council shall fix any such other reasonable terms and conditions of employment as it may determine from time-to-time, relating to the performance of the City Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any other law, as the same exists, may be amended or in the future arising.

C. Headings. The headings used in this Agreement are not part of the Agreement and will not be considered in its interpretation.

D. Modifications. This Agreement may be modified or amended only by subsequent written agreement(s) signed by each of the parties to this Agreement.

E. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Any and all actions, suits or other legal proceedings arising in connection with this Agreement shall be held in courts located in the County of Tooele.

F. Partial Invalidity. If any provision of this Agreement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Agreement shall not be affected thereby, as long as the purpose of the Agreement is preserved.

G. Authority. The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor is affixed to this Agreement lawfully binding the City pursuant to Resolution (…) adopted by the City Council on (date) as well as Resolution (…), adopted on (date).

H. No part of this Agreement shall be construed to waive any provision of the Utah Governmental Immunity Act.

IN WITNESS WHEREOF, Grantsville City has caused this agreement to be signed and executed in its behalf by the Grantsville City Mayor and/or Grantsville City Council, and duly attested to by the Grantsville City Recorder, and GRANTSVILLE CITY CORPORATION

_____
Neil Critchlow, Mayor

_____
Rhett Butler, City Council

_____
Heidi Hammond, City Council

_____
Jake Thomas, City Council

_____
Jolene Jenkins, City Council

_____
Jeff Williams, City Council

ATTEST:

_____
Braydee N. Baugh

APPROVED AS TO FORM:

_____
Tysen J. Barker, City Attorney

IN WITNESS WHEREOF, Michael Benjamin Resare has caused this agreement to be signed and executed to by a Public Notary, licensed by the State of Utah on the day and year first above written. Moreover, Michael Benjamin Resare hereby acknowledges that he has had sufficient opportunity to review this Agreement, understand the content of all its sections, negotiate its terms, and seek independent professional legal advice before entering into.

_____
CITY MANAGER
Michael Benjamin Resare

STATE OF UTAH }

:SS

COUNTY OF UTAH }

On the _____ day of _____, 2025, personally appeared before me, Michael Benjamin Resare, who being duly sworn, did say that the foregoing instrument accurate and he was under no duress at the time of its execution.

_____
NOTARY

the City Manager has signed and executed this agreement, the day and year first above written.

Job description
Position Title: City Manager
Location: Grantsville City, Utah
Position Type: Salaried, Exempt (At-will)
Salary: $140,000 - $200,000 per year (based on qualifications)

Position Summary
The City Administrator performs professional administrative and managerial duties to ensure the efficient and effective operation of Grantsville City. This role involves overseeing the implementation of city policies, managing day-to-day operations, directing staff, and coordinating activities that support the City Council's objectives. The position is at-will and reports directly to the governing body of Grantsville City.

Supervision Received
Works under the general guidance and direction of the Grantsville City governing body.

Supervision Exercised
Provides leadership and direction to department heads regarding operations, fiscal management, and overall city functions. Oversees city personnel, ensuring efficient operation and performance of all departments.
Key Responsibilities:

City Operations Management:

- Direct the day-to-day functions of city operations, ensuring effective execution of decisions made by the governing body.
- Develop, implement, and update policies, procedures, and processes.
- Conduct research and provide recommendations on political, policy, and operational matters, keeping the governing body informed.
- Approve or recommend executive and administrative actions and conduct investigations to ensure the integrity of city operations.
- Oversee the monitoring of city finances, including compliance with the approved budget, and provide periodic financial reports to the governing body.

Personnel Management:

- Establish objectives and priorities for city departments and personnel, ensuring the effective utilization of resources.
- Make recommendations for department head appointments, promotions, and disciplinary actions to the governing body.
- Supervise department heads, delegate tasks, evaluate performance, and ensure departmental objectives are met.
- Oversee human resources management activities, including recruitment, training, discipline, and discharge.

Budget and Fiscal Oversight:

- Direct the preparation and administration of the city's budget, capital improvement plans, and fiscal policies.
- Work with the Mayor, Council, and department heads to develop financial strategies that align with city priorities.
- Monitor and ensure compliance with budgetary constraints, and report on financial status regularly.

Policy and Strategic Planning:

- Lead city-wide planning efforts, including the development of long-term strategies for growth, facilities, and capital projects.
- Ensure the city's master plans, financial planning, and goal-setting processes align with community needs and priorities.
- Coordinate with staff, consultants, and stakeholders to ensure the governing body has the information necessary for critical decision-making.

Public and Intergovernmental Relations:

- Represent the city in external meetings, intergovernmental collaborations, and public events as directed by the governing body.
- Cultivate partnerships with other governmental entities, businesses, and organizations to advance city initiatives.
- Act as a liaison between the city and the public, responding to inquiries and addressing concerns.

Council Support and Legislative Guidance:

- Prepare materials for City Council meetings, ensuring that all information provided supports effective decision-making.
- Advise the governing body on policy and administrative matters, proposing alternatives and recommending solutions.
- Work closely with the city attorney to ensure legal compliance in all actions and decisions.

Supervisory and Administrative Oversight:

- Exercise oversight of public properties and facilities under the city's jurisdiction.
- Perform other administrative and management duties as required to support the efficient operation of the city.

Minimum Qualifications:
Education & Experience:

- Master's degree in Business Administration, Public Administration, or a related field.
- Minimum of 5 years of progressively responsible experience in municipal management or a related field.
- Alternatively, an equivalent combination of education and experience may be considered.

Knowledge, Skills & Abilities:

- Comprehensive understanding of management principles, fiscal management, and municipal operations.
- Strong knowledge of state laws and regulations relevant to city administration and management.
- Proficiency in budget development, financial analysis, and resource allocation.
- Exceptional interpersonal, communication, and leadership skills, with the ability to resolve conflicts and manage diverse teams.
- Ability to think strategically, manage multiple projects, and make informed decisions.
- Skilled in developing and maintaining effective relationships with the Mayor, City Council, department heads, employees, and the public.

Special Requirements:

- Must be or become a resident of Tooele County within 12 months of hire.
- Must pass a background and credit check.
- Must be bondable.

Work Environment:

- This position is primarily office-based with occasional travel required for meetings, site visits, and other job-related functions.
- Standard office environment with typical physical requirements such as sitting, standing, walking, and using office equipment.
- The role involves frequent verbal communication and mental tasks that require attention to detail, problem-solving, and decision-making.

Schedule:

- 8-hour shift, Monday to Friday
- Work Location: In person

Agenda Item # 3

Consideration of Resolution 2025-27 approving the appointment of Shari Gordon to the Grantsville City Library Board

GRANTSVILLE CITY
RESOLUTION NO. 2025-27

A RESOLUTION APPROVING THE APPOINTMENT OF SHARI GORDON TO THE GRANTSVILLE CITY LIBRARY BOARD

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

WHEREAS, the Grantsville City Library Board is composed of members who are formally appointed by the Grantsville City Council in accordance with applicable policies and procedures; and

WHEREAS, Shari Gordon has submitted an application expressing her interest and qualifications to serve on the Library Board; and

WHEREAS, the Grantsville City Council finds it in the best interest of the City to appoint Shari Gordon to serve as a member of the Grantsville City Library Board;

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

Section 1. Appointment and Term of Service: Shari Gordon is hereby appointed to the Grantsville City Library Board for a first term, commencing May 1, 2025, and expiring December 31, 2027, unless otherwise modified by future resolution.

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 (xx) DAY OF (xx), 2025.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

_____

By Mayor Neil Critchlow

ATTEST

_____

Braydee Baugh, City Recorder

EXHIBIT “A”

Grantsville City Library Board Trustee Application

Grantsville City Library Board
Trustee Application

Thank you for your interest in becoming a member of the Grantville City Library Board of Trustees. The Grantsville City Library Board is a citizen volunteer board. The Board consists of seven members, all approved formally through the Grantsville City Council. The terms of appointment vary from (1) one to (4) four years. Trustees are eligible for re-appointment to a second consecutive term whose length varies.

The Library Board exists to responsibly manage the Library's policies with the mission of providing easily accessible services, materials and programs to people of all ages in the Library's service area to meet their recreational, cultural, informational and educational needs. The Grantsville City Library Board of Trustees meets once a month. Meeting dates and times are determined annually. Currently the Board meets on the first Thursday of the month at 4:00pm at the Library. Meetings are public and visitors are welcome.

For additional information, please contact John Ingersoll at (435) 884-1670. To apply, simply complete the attached form. Additional copies of this application are available at the Library's circulation desk or through the website at http://grantsvilleut.gov/Library/lib/

Please return the completed form to the Grantsville City Library, 42 North Bowery St., Grantsville, UT 84029 or email it to jingersoll@grantsvilleut.gov

The Board of Trustees will review applications when positions become available for appointment. Thank you for taking time to fill out this application and for your willingness to serve our community.

Name: Shari Gordon

Address: [redacted]

Phone: [redacted]

Email: [redacted]

1) Why do you want to serve as a trustee?

I've been tutoring in the Library through Americorp/uServe and I've seen great things happening. Would love to contribute in any way I can.

2) Please tell us about any of your current or previous volunteer experience or similar accomplishments [school groups, service clubs, other boards or commissions]:

As I said, I volunteer tutor through Americorp/uServe - I have had the privilege of working with the Domestic Violence Shelter, St. Marguerites School, and here at Library - teaching students to read, do math, and being responsible for behavior.

3) Please describe any qualifications [work experience, education, attributes, and skills/training] that you feel would provide positive input to the work of the library board.

I taught elementary school for 15 years. in the Tooele School District. I learned to love reading by getting books from the bookmobile. And have always been fascinated by what goes on with libraries. One field trip I planned for my students in Wendover included a tour of the old Salt Lake library. They were as excited to see it as I was.

4) Indicate the area(s) in which your experience would be of benefit to the Board:

- [ ] Finance
- [ ] Building and Grounds
- [ ] Strategic Planning
- [ ] Technology
- [ ] Legal Issues
- [ ] Marketing
- [ ] Government Relations
- [ ] Fundraising
- [ ] Human Resources
- [x] Other

If you answered "other", please indicate your expertise or interests:

educational opportunities

5) What do you see as the library's role in the community?

Creating a place to learn and become the best community we can.

6) What do you feel are the responsibilities and goals of a board trustee?

Helping to insure that funds are used to promote Community education, activities and knowledge. To help with ideas that will make the patrons experiences here all the better.

By submitting this application, I affirm that the facts set forth in it are true and complete. I attest that I am a resident of Grantsville.

Shari Gordon 3/6/25.

Signature **Date**

Shari Gordon.

Printed Name

Thank you for completing this application form and for your interest in becoming a Trustee.

Agenda Item # 4

Consideration of Resolution 2025-28 approving the appointment of Stacy Givens to the Grantsville City Library Board

GRANTSVILLE CITY
RESOLUTION NO. 2025-28

A RESOLUTION RENEWING THE APPOINTMENT OF STACY GIVEN TO THE GRANTSVILLE CITY LIBRARY BOARD.

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

WHEREAS, the Grantsville City Library Board is composed of members who are formally appointed by the Grantsville City Council in accordance with applicable policies and procedures; and

WHEREAS, Stacy Given has faithfully served on the Library Board and is eligible and willing to serve an additional term; and

WHEREAS, the Grantsville City Council finds it in the best interest of the City to renew Stacy Given's appointment;

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

Section 1. Reappointment and Term of Service: Stacy Given is hereby reappointed to the Grantsville City Library Board for a second term, commencing March 15, 2025, and expiring March 15, 2028, unless otherwise modified by future resolution.

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 (xx) DAY OF (xx), 2025.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

_____
By Mayor Neil Critchlow

ATTEST

_____
Braydee Baugh, City Recorder

Agenda Item # 5

Discussion Regarding Matthews Meadows Proposed Park

Subject: Matthews Meadows Park Concept & Funding Breakdown
To: Shelby Moore <smoore@grantsvilleut.gov>
Cc: Shawn Holste <SHAWNHOLSTE@me.com>

Hi Shelby,

I apologize for the misunderstanding and the delay in getting back to you regarding the Matthews Meadows Park Concept.

Attached, you'll find our concept plan for the park. Our goal is to keep the project budget under $300K; however, initial engineering cost estimates are coming in significantly higher.

It's my understanding that we can utilize Open Space Fees and potentially Park Impact Fees from permits to fund these basin improvements. Based on recorded subdivisions for Matthews Meadows Phase 1 and Cowboy Estates, we currently have approximately **$287,580.56** available. Please see the breakdown below:

Available Funding

Subdivision	Open Space Fee
Matthews Meadows Phase 1	$53,000.00
Cowboy Estates	$33,000.00
Total	**$86,000.00**

Subdivision	Park Impact Fees per Lot	# of Lots	Total
Matthews Meadows Phase 1	$3,952.56	33	$130,434.48
Cowboy Estates	$3,952.56	18	$71,146.08
Total			**$201,580.56**

Grand Total Available: $287,580.56

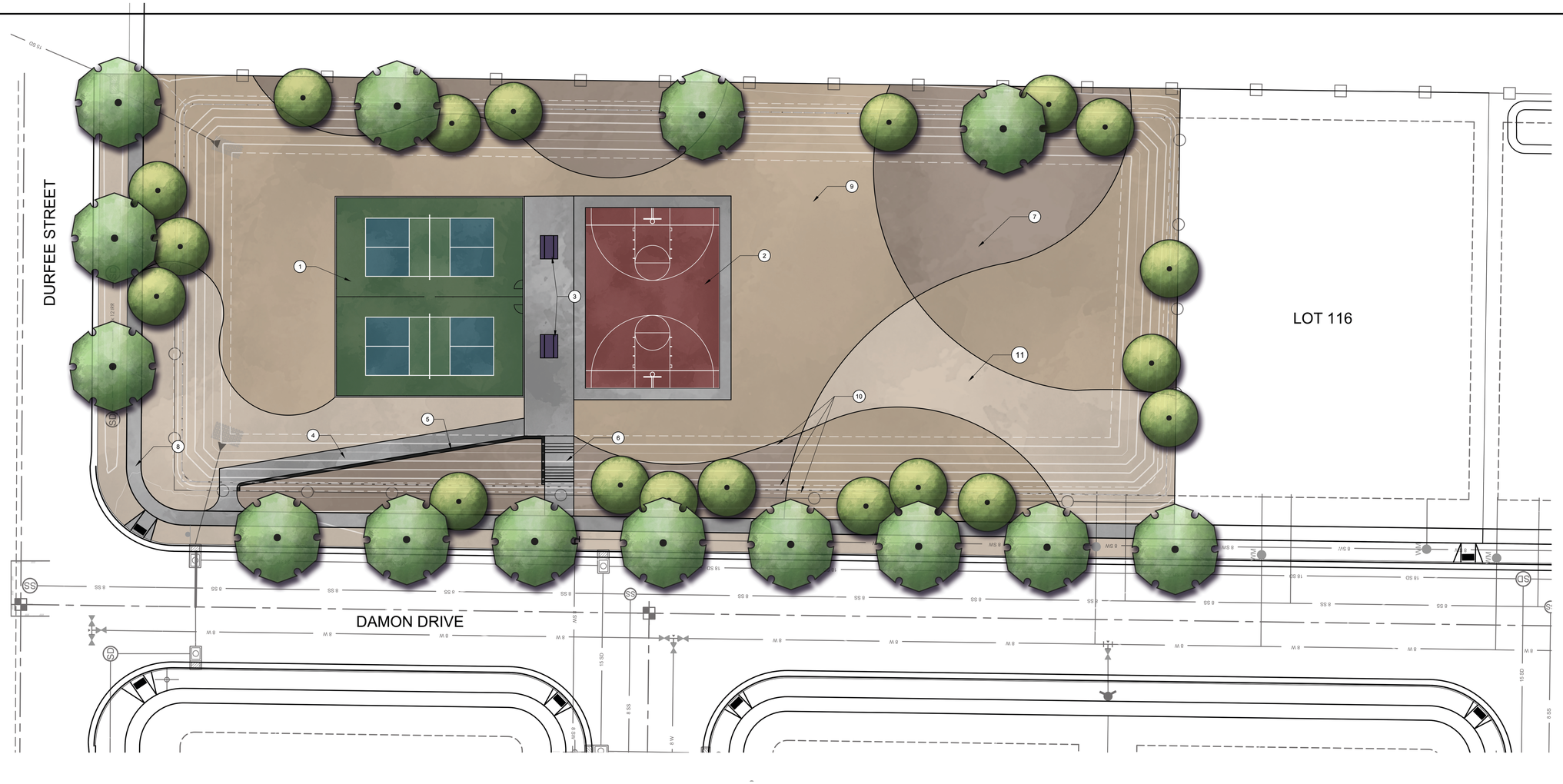
If we include the future development of Matthews Meadows Phase 2, we could access an additional **$186,054.96**, broken down as follows:

Matthews Meadows Phase 2 (41 Lots)	Amount
Open Space Fee Total	$24,000.00
Park Impact Fees Total	$162,054.96
Total Additional Funds	**$186,054.96**

Please let me know if you need any further details. We look forward to your thoughts on this project.

Thanks,

Brian



REFERENCE NOTES SCHEDULE

CODE	DESCRIPTION
1	PICKLEBALL
2	BASKETBALL - HALF COURT
3	PICNIC TABLE
4	ADA ACCESSABLE SIDEWALK: APPROXIMATELY 4.5% GRADE
5	RETAINING WALL: WIDTH AND STYLE TO BE DETERMINED DURING CONSTRUCTION DESIGN.
6	STAIRS: OPTIONAL ADDITION TO THE DESIGN. NUMBER OF STAIRS TO BE DETERMINED DURING FINAL DESIGN BASED ON SITE REQUIREMENTS.
7	ROCK MULCH 1
8	CONCRETE HATCH
9	ROCK MULCH 2
10	EXISTING TOPOGRAPHY OF BASIN
11	ROCK MULCH 3

0 20 40

SCALE IN FEET

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
392 E. Winchester St.
Suite 300
Salt Lake City, UT 84107
Phone: 801.886.9052
www.jub.com

PRELIMINARY PLANS

NOT FOR CONSTRUCTION

REUSE OF DRAWINGS
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NO.	DESCRIPTION	BY	APPR.	DATE
	REVISION			

MATTHEWS MEADOWS PARK
GTM

PREFERRED CONCEPT

FILE : 83-25-006_CONCEPT1
JUB PROJ. # :80-25-006
DRAWN BY: JDJ
DESIGN BY: JDJ
CHECKED BY: SV

ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 2/21/2025

SHEET NUMBER:
C-1

Plot Date:2/21/2025 2:51 PM Plotted By: Jaynie Wilkinson
Date Created:2/21/2025 \\JUB.COM\CENTRAL\CLIENTS\UT\GRANTSVILLENEW\TEAM\PROJECTS\83-25-006_MATTHEWSMEADOWSBASINPARKDESIGN\CAD\MODEL\83-25-006_CONCEPT1.DWG

Agenda Item # 6

Discussion regarding the proposed PUD language

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

STAFF REPORT
To: City Council
From: Shelby Moore
Date: April 23, 2025
Subject: Timeline Summary – PUD Language Amendments

Background

On January 30, 2025, the City Council made a formal motion to **repeal Chapter 12** of the municipal code, which governs Planned Unit Developments (PUDs). As part of that action, Council directed staff to coordinate a **joint work meeting by April 30, 2025**, to present proposed updated PUD language for review and discussion.

This report provides a detailed summary of the steps and collaborative meetings taken by staff to fulfill that directive.

Timeline of Events

1. **January 30, 2025:**
   City Council motion to repeal Chapter 12 and directed staff to coordinate a joint work meeting by April 30 with proposed revised PUD language.
2. **February 4–26, 2025:**
   Staff held initial and follow-up meetings (including Jay Springer, Shelby, and Tysen) to define goals, begin drafting, and establish a revision process.
3. **March 12 & 27, 2025:**
   Staff incorporated feedback and resolved internal comments to refine the draft language.
4. **April 9–21, 2025:**
   Final edits and preparations completed, resulting in a packet-ready draft for review.
5. **April 23, 2025:**
   Staff confirmed logistics for the joint work session.
6. **April 30, 2025 (Scheduled):**
   Joint meeting with City Council and Planning Commission to present and discuss the proposed PUD amendments.

Next Steps

1. Staff will finalize the presentation materials and distribute the PUD draft proposal to all relevant parties.
2. The joint work meeting on **April 30, 2025**, will serve as a forum for review, feedback, and potential direction from both the City Council and Planning Commission.
3. Further revisions to the proposed language may be made based on input received during that session.

Proposed Timeline

1. **May 15, 2025 (Proposed):**
   Planning Commission **Public Hearing and Discussion** of the proposed PUD amendments.
2. **June 5, 2025 (Proposed):**
   Planning Commission **Consideration** of the proposed PUD language for recommendation to the City Council.
3. **June 18, 2025 (Proposed):**
   City Council **Consideration and potential adoption** of the revised PUD language.

Chapter 12 Planned Unit Development Overlay District

12.1 Purpose and Intent

(1) The Planned Unit Development District (PUD District) is an overlay district requiring legislative approval by the City Council. The PUD District is a discretionary and optional tool available to applicants for large-scale developments involving multiple components or land uses, mixed use projects, or any project seeking any deviation from design standards in an underlying zone, particularly projects with both residential and commercial components. Approval of any PUD District application is not guaranteed.

(2) This district is intended to encourage the efficient use of land and resources, promote greater efficiency in public and utility services, preservation of open space, efficient use of alternative transportation and encouraging innovation in the planning and building of all types of development. Through the flexibility of the PUD District, the City and developer will seek to achieve the following specific objectives:

(a) to create a desirable environment than would be possible through strict application of other City land use regulations through promotion of a creative approach to the use of land and related physical facilities resulting in urban design and development, including aesthetic factors and recreational amenities;

(b) to create a pleasing environment while preserving desirable site characteristics through the use of design, landscape, or architectural features such as natural topography, vegetation and geologic features as open space;

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

(d) to establish interconnecting paths and trails for alternative transportation routes which lead to common and popular destinations and interface with automobile traffic at few and specific points;

(e) to eliminate blighted structures or incompatible uses through redevelopment or rehabilitation;

(f) to provide residential housing that conforms with the State moderate income requirements;

(g) to establish a well-rounded community with a mix of housing types;

(h) to establish and improve commercial centers along main thoroughfares in City, specifically along Main Street;

(i) to integrate residential and commercial components into harmonious developments or communities; and

(j) to foster development compatible with existing or anticipated uses on the surrounding properties.

12.2 Eligibility.

(1) Single ownership of all land within the proposed PUD District is required. If the application is submitted by any person other than the owner, the owner shall provide written authorization to the City for the applicant to act on the owner's behalf with respect to the application.

(2) In determining whether to approve a PUD District, the City Council shall consider:

(a) the size and location of the proposed development;

(b) the nature and extent of proposed deviations or variations from existing City code and development standards;

(c) the underlying zone for the property, including the proposed use or mix of uses in relation to the existing underlying zone;

(d) any and all considerations identified in the current General Plan, and Future Use Map or similar guiding documents adopted by the City; and

(e) any other factors the Council deems relevant.

12.3 Land Use Designations. Each PUD District shall allow those uses allowed in the underlying zoning districts as permitted or conditional uses as specified in the regulations for the underlying districts, as well as any additional residential or commercial uses identified in the PUD District approval by reference. Additional uses may be allowed by the City Council as permitted or conditional uses as part of the PUD District approval. Any use not listed or expressly identified as a permitted or conditional use is prohibited. If a PUD District is established over more than one underlying zoning district, the most restrictive combination of use restrictions and development standards provided by the underlying zones shall govern unless otherwise specified. The City Council may restrict uses allowed in underlying zones that are not compatible with the PUD District plan as presented by so specifying in the PUD District approval.

12.4 Development Standards.

Unless otherwise specified in the PUD District approval by the City Council, and notwithstanding anything to the contrary in other portions of the City Code, all development in PUD Districts shall be in accordance with the most restrictive of either (i) the standards of the underlying zone or (ii) those found in this chapter.

(1) **Minimum Lot Sizes.** The minimum lot size for single family and twin-home dwellings is 4,000 square feet per unit. Attached dwelling unit residential development shall meet the minimum lot requirements found in GLUMDC 4.34.

(2) **Setbacks/Yard Requirements.** Setbacks/yard requirements are intended to describe the amount of space required between buildings and property lines. All buildings in this zone, including accessory buildings, are required to maintain a minimum distance from property lines as follows:

(a) Front: 20 feet.

(b) Sides (single family and twin homes): 7.5/10 feet or PUE dimensions, whichever is greater. If twin-homes are attached to the property line, each side shall include a setback of 15 feet (15').

(c) Rear: 25 feet.

(d) Corner lots (single family and twin homes): In order to maintain an adequate site triangle, there shall be a minimum setback on corner lots as follows: 25 feet on each side fronting a street, with 10-foot setback for the interior side.

(e) All accessory buildings in this zone are required to maintain distances from property lines and other dwelling units as follows: sides and rear 7.5 feet.

(f) Mixed-use buildings fronting Main Street and containing main floor commercial uses may allow the commercial uses to abut the street side property line with a portion of the building containing the main entrance to the commercial use, if an adjacent street side property is currently similarly configured.

(g) Commercial buildings (excluding residential) shall conform to the commercial requirements found in the applicable commercial district (CN, CS & CG) for the equivalent type of use and size.

(h) Attached dwelling unit residential development shall meet the setbacks/yard requirements found in GLUMDC 4.34 or the underlying zone.

(3) **Minimum Lot Frontage**

(a) For single family and twin homes, the minimum lot frontage/lot width may not be less than 50 feet.

(b) Attached dwelling unit residential development shall meet the requirements found in GLUMDC 4.34.

(c) All other uses in this district shall have at least 100 feet of frontage along a public street.

(4) **Maximum Height Of Structures.** No residential structure in this zone may exceed a maximum of three (3) stories in height or 35 feet above grade at the street frontage for the lot. Commercial buildings shall conform to the commercial requirements found in the applicable commercial district (CN, CS & CG) for the equivalent type of use and size.

(5) **Minimum Dwelling Size.** Every dwelling unit in this zone shall contain a minimum of 900 square feet of living space.

(6) **Landscaping; Open Space.** Open space is required for all developments in Grantsville.

(a) All residential projects developed in PUD Districts shall have a minimum of 20% of the total project area to be used for landscaping or open space. This requirement may be calculated by including open space, landscaped setback areas and landscaped common areas. Required stormwater facilities may not be considered as part of the minimum open space.

(b) All sensitive lands shall be protected as part of the landscaped and open space area of any development. Onsite paths and trails shall connect to the citywide trail system. Trails connecting to the citywide system shall be considered open space and shall be dedicated public trails allowing for public use.

(c) For all projects containing a residential component containing more than 4 dwelling units defined as a level 4 and level 5 subdivisions in Chapter 21 of this code at least 10% of the total parcel acreage shall be improved, fully landscaped, amenity rich, active open space. All planned unit development projects shall conform at a minimum with open space and improved open space requirements found in Chapter 4.34. Topography with slopes greater than 30% on average with a site area greater than 5,000 square feet, natural water bodies and drainages shall be protected.

(7) **Density**. Any requested deviation from density requirements shall be determined on a case by case basis by the City Council in its full discretion. The applicant shall provide a written justification for any requested deviation.

(8) **Commercial Component Required**. All PUD Districts that are one acre or greater shall include at least 25% of the land area as a commercial use. The commercial use shall be located fronting the major street. Master planning of multiple contiguous properties is encouraged in order to integrate the proposed development harmoniously into the surrounding neighborhood. Properties of less than one acre fronting major streets such as Main Street shall be developed as commercial only or a commercial/residential mix with the commercial fronting the street.

(9) **Balanced Residential Mix**. Residential development within a PUD District shall include a balanced mix of residential types that reflect the character of Grantsville and provide housing opportunities for people of all ages and economic backgrounds. The PUD District application shall identify all residential use types intended to be included in the PUD. No single residential type may comprise more than 70% of the total residential units within the development, and no included type may constitute less than 10%, unless a

different ratio is approved by the City Council based on site-specific factors and the overall goals of the PUD.

(10) **Compatibility and Integration**. Architectural design, massing, scale and heights of development shall be designed to fit the scale and aesthetics of the surrounding properties. Where proposed uses are different than surrounding properties, buffering and transition of uses and architectural design shall be incorporated to mitigate potential conflicts of use and appearance. Where proposed uses do not match uses on adjoining properties, a continuation of the adjoining use shall be implemented for lots against the lot boundary, or a passive-use landscaped buffer of at least 30' feet wide containing trees and privacy fencing shall be included. No lighting shall be allowed to reside in the 30-foot buffer and no light shall escape onto adjacent properties. Landscaped buffer areas may be counted as open space if the open space complies with the requirements found in GLUDMC Section 21.1. For commercial properties that are not in use at night, parking may encroach into the buffer area but trees and fencing are still required between the parking and the property boundary. Properties smaller than three acres or containing narrow areas of less than 200 feet may be granted modifications to the buffer width in those narrow areas if applicants and Planning Commission agree on an acceptable alternative such as transitions in architectural design that complement the neighboring issues.

(11) **Moderate-income Housing**. PUD Districts that do not seek to increase the overall density allowed within the underlying district may be eligible for a reduction in any moderate-income housing element requirements. For residential projects requesting density, at least 50% of the requested additional density shall meet state moderate income standards.

12.5 Application Procedure.

(1) **PUD District Application**. Each PUD District application shall include the following:

(a) a "PUD District Map and Plan", which shall include, at a minimum:

(i) a depiction of the total area proposed to be covered by the PUD District identifying the general location of residential and nonresidential uses within the proposed PUD District; and

(ii) a list identifying the number of residential units and unit types and the square feet of nonresidential development; and

(iii) all information required in the City's online application portal;

(b) a "PUD Development Plan," that is drawn to scale and is legible if printed on an 11 x 17 sheet. At a minimum, the PUD Development Plan shall include:

(i) site plan contents from GLUDMC Chapter 11;

(ii) the proposed configuration of lots and types of uses proposed for the property;

(iii) the general location of major roadways, main utility infrastructure, and open space networks; and

(iv) a proposed phasing plan showing the sequence and general location of phases including estimated number of units by unit type, minimum lot sizes, nonresidential square footage for each phase throughout the PUD District;

(c) a land use table outlining proposed permitted and conditional uses (either by incorporation of the underlying zones or proposed deviations, as applicable), including an explanation of how any proposed deviations benefits the development and the surrounding community and any other justifications for the proposed deviations from the City Code;

(d) a table of development standards outlining proposed deviations from underlying City Code or development standards, including references to the existing code, including an explanation of how any proposed deviations benefits the development and the surrounding community and any other justifications for the proposed deviations from the City Code (the proposed deviations shall include specific references to the affected ordinances and a comparison of the requirement and proposed deviations);

(e) a proposed development agreement applicable to the entire PUD District (contact the City offices for the latest form);

(f) a geotechnical report;

(g) a traffic study and report for the entire proposed development; and

(h) a written statement addressing how the proposed development will promote the objectives set forth in Section 12.1 of this Chapter. The statement shall explain specifically how the proposed PUD District relates to and promotes each listed objective.

(2) **PUD District Application Review**.

(a) The PUD District application shall be submitted to the Planning Commission for review and recommendation to the City Council. The Planning Commission shall notice and hold a public hearing prior to making a recommendation to the City Council. The Planning Commission shall have the authority to recommend to the City Council reasonable and appropriate conditions in any PUD District application, including recommendations to change, alter, modify or waive of the standards and uses of the underlying zone as they apply to the proposed PUD District. Public health and safety issues including but not limited to: line of site; public utilities and associated easements; secondary and emergency access; and quantity of required parking are outside of the Planning Commission authority to recommend for modification or waiver. The Planning Commission's recommendations are not binding upon the City Council, but the City Council shall consider the recommendations.

(b) Upon receiving a recommendation by the Planning Commission, the City Council shall review the PUD District application as a legislative land use regulation application. In the event the applicant has included revisions based on discussion and/or recommendations from the Planning Commission, City staff shall include in its report or presentation to the City Council discussion of the latest revisions as they relate to the application presented to the Planning Commission. The applicant may not make significant or material revisions to the application after the Planning Commission's recommendation that are not directly related to addressing concerns identified at the Planning Commission. The City Council may determine, in its discretion, that the revisions introduced after the Planning Commission held its public hearing are material and require a subsequent public hearing at the Planning Commission on the revisions prior to acting on the revised plan.

(c) The approval of the PUD District application shall include approval of all special conditions applicable to the PUD District. All special conditions and approved variations to the GLUDMC shall be included in the Development Agreement which shall be approved by Planning Commission and City Council, as applicable. The development agreement shall also include the phasing plan required in the PUD Development Plan.

(d) The City may allow or require the development agreement for the PUD District application to be processed and approved separately from the PUD District itself. If the development agreement does not modify any rights of the City or developer with respect to land use development, it may be approved by the City administratively, without a public hearing at the planning commission.

Otherwise, the development agreement shall be processed as a land use regulation under Utah Code 10-9a-501, et seq. and applicable Grantsville City Code.

(3) **PUD Development Plan or Development Agreement Modification**. While the PUD Development Plan is submitted and approved with the PUD District Application, it is anticipated that the PUD Development Plan be adjusted as the development proceeds and is refined. Major modifications and minor changes are handled differently.

(a) Major Modifications. Any adjustment to the PUD Development Plan that would alter or expand the intent of the provisions in the PUD Development Plan, including the phasing plan, is a major modification. A major modification is initiated by the applicant submitting a separate application to modify the PUD Development Plan. The separate application shall supersede the initial application in all respects so there may not be multiple approvals pending on the same proposed PUD District. The Planning Commission may recommend approval (with or without conditions) or denial of a request for a major modification to the City Council, upon finding that any changes in the plan as approved will be in substantial conformity with the PUD District Map and Plan. The development agreement shall be amended or supplemented to account for any major modifications to the PUD Development Plan.

(b) Minor Changes. Minor changes to a PUD Development Plan that do not include a subdivision of land may be made subject to approval of the City Engineer and Public Works department when such adjustments appear necessary in light of technical or engineering considerations. Such minor changes shall be limited to the following elements:

(i) Adjusting the distance as shown on the approved Plan between any one structure or group of structures, and any other structure or group of structures, or any vehicular circulation element or any boundary of the site;

(b) Adjusting the location of any open space. The size or amount of open space that was approved shall not be compromised;

(c) Adjusting any final grade; and

(d) Altering the types of landscaping elements and their arrangement within the required landscaping buffer area.

(c) Minor changes shall be consistent with the intent and purpose of GLUDMC and the PUD District Map and Plan provisions as approved, and shall be the minimum necessary to overcome the particular difficulty and shall not be approved if such adjustments would result in a violation of any standard or requirement of this Code.

(d) Any proposed change to the PUD District Map and Plan and any proposed change which would require a modification of the PUD District Map and Plan to remain consistent with the PUD District approval shall constitute a new application and shall be processed in accordance with this Chapter.

(e) Non-substantive amendments to the development agreement not otherwise addressed in this section may be made administratively following confirmation of the City Attorney that the amendments do not affect substantive rights with respect to development of land.

(4) **Subdivision and Site Plan Approval**. Each phase shall follow the appropriate site plan or subdivision approval procedure in GLUDMC, except that the City shall also review those applications for compliance with the PUD District Map and plan and the PUD Development Plan. If the City determines that an amendment to the PUD District Map and Plan or PUD Development Plan is required for the site plan or subdivision application to comply, the preliminary site plan or preliminary subdivision application will be rejected.

12.6 Effect of PUD District Approval.

(1) **Distinct Zones**. Each PUD District is unique and may be governed by its own standards at approval and any applicable development agreements.

(2) **Diligence**. A PUD District approval shall automatically expire after any period of one year during which no building permit, certificate of occupancy, or preliminary or final subdivision or site plan approval is granted. Upon written request of the applicant, the one-year period may be extended by the Planning and Zoning Administrator for up to one year for good cause shown. The applicant may appeal a denial of an extension request to the City Council. After an extension has been granted by the Planning and Zoning Administrator, the City Council may further extend the expiration of a PUD District approval for good cause shown. Upon expiration, the zoning shall revert to the underlying zones in effect at the time of application without any development rights or entitlements persisting after reversion. A PUD District approval may not expire after the final subdivision plat approval or site plan approval covered by the PUD District Map and Plan and its phasing plan is approved.

(3) **Joint Consideration**. With respect to any subsequent application subject to a PUD District Map and Plan or PUD Development Plan, including site plan and subdivision plat applications, the City may consider each and every other phase, plan, or application previously, currently, or anticipated to be submitted that is governed by the same PUD District Map and Plan or PUD Development Plan.

12.7 Appeals.

(1) **Appeal of PUD District Application or Major Modification of PUD Development Plan**. Any party aggrieved by the final decision of the City Council regarding a PUD District application or a major modification of a PUD Development Plan may appeal such decision to the Board of Adjustment, whose decision shall then be final. All appeals to the Board of Adjustment shall be in writing and filed with the Zoning Administrator within thirty (30) days of the date of the decision appealed from and prior to any further consideration by the City of a subsequent step in the PUD Application or subsequent approval processes. Only the final decision of the Board of Adjustment with respect to the PUD District application 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 City Recorder and with the Clerk of the District Court.

(2) **Appeal of Site Plan and Subdivision Plats**. Appeals of site plan and subdivision plat applications shall be made in accordance with those applicable sections of GLUDMC.

(3) **Other Appeals**. Appeals of any other final actions made by City staff or the Planning Commission not otherwise addressed may be appealed to the City Council by filing a written appeal with the Zoning Administrator within thirty (30) days of the date of the decision appealed from.

Agenda Item # 7

Adjourn