



November 17th, 2025

**City Council Meeting
Information Packet**

Agenda Item # 1

Public Comment

Agenda Item # 2

Summary Action Items

a. Approval of Minutes from the November 5, 2025 City Council Meeting and November 12, 2025 Board of Canvassers Meeting

b. Approval of Bills

**MINUTES OF THE REGULAR MEETING OF THE GRANTSVILLE CITY COUNCIL,
HELD ON NOVEMBER 5TH, 2025 UTAH AND ON ZOOM. THE MEETING BEGAN AT
7:00 PM**

Mayor and Council Members Present:

Mayor Critchlow
Jolene Jenkins
Heidi Hammond

Jeff Williams
Rhett Butler
Jake Thomas

Council Members Not Present:

Appointed Officers and Employees Present:

Gina Roberts, Deputy City Recorder
Michael Resare, City Manager
Tysen Barker, City Attorney

Christy Montierth, Public Works Director
Bill Cobabe, Community Dev Director

Citizens and Guests Present: Gary Pinkham, Derek Dalton, Les Peterson, Sidney Rasher, Lynn Hollinger, Shea Durfee, Shaun Johnson, Cheri Gibbs, Andy & Kathi Lewis, Ross & Leisa Lingwall

There were many members of the public present in person and via Zoom.

Mayor Critchlow asked Les Peterson to lead the Pledge of Allegiance

AGENDA

1. Public Comment

Gary Pinkham shared comments and concerns regarding the Master Development Agreement (MDA) for the Deseret Development presented at the Planning Commission meeting the previous evening, as well as the Falcon Landing project recently reviewed by the Commission.

Derek Dalton expressed concerns about the Master Development Agreement and urged the Council not to approve the Master Water Service Agreement included on the agenda.

2. Summary Action Items

- a. Approval of Minutes from the October 22nd, 2025 Regular Meeting**
- b. Approval of Bills**

Unapproved

Motion: Councilmember Thomas made the motion to approve the minutes

Second: Councilmember Hammond seconded the motion.

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

Councilmember Butler asked for clarification regarding which road projects the payments to Morgan Asphalt covered.

Motion: Councilmember Hammond made the motion to approve the bills.

Second: Councilmember Butler seconded the motion.

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

3. Consideration of Resolution 2025-82 approving a Budget Reallocation and the Creation of Select New Positions

Finance Director Sherri Broadbent presented this item. Ms. Broadbent explained that, under the direction of City Manager Michael Resare, funds have been reallocated within the budget to create new positions intended to address departmental deficiencies and improve overall efficiency across the city. Each department director discussed the individual positions being created and how the associated costs would be shared between departments. A Reallocation/Budget Adjustment chart was presented to the Council, outlining the specific line items from which the funds were being drawn.

Unapproved

Motion: Councilmember Butler made the motion to approve Resolution 2025-82 approving a Budget Reallocation and the Creation of Select New Positions

Second: Councilmember Hammond seconded the motion.

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

Motion: Councilmember Butler made the motion to move agenda Item 10 to Item 3

Second: Councilmember Hammond seconded the motion.

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

4. Consideration of Resolution 2025-78 approving Vicky Matthews and Sidney Rasher to the Grantsville Historic Preservation Commission

Sidney Rasher was in attendance and expressed her enthusiasm about joining the committee.

Motion: Councilmember Hammond made the motion to approve Resolution 2025-78 approving Vicky Matthews and Sidney Rasher to the Grantsville Historic Preservation Commission

Second: Councilmember Jenkins seconded the motion.

Unapproved

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

5. Consideration of Resolution 2025-75 approving a Preliminary Plat Amendment for Harvest Meadows Subdivision to Reduce the Front Yard Setback Requirement from 40 Feet to 30 Feet

Community Development Director Bill Cobabe presented this item and confirmed that it had already been approved by the Planning Commission. He explained that the request is intended to comply with existing code. Discussion followed, providing clarification on the reasons for and the basis of the setback reduction in the code.

Motion: Councilmember Williams made the motion to approve Resolution 2025-75 approving a Preliminary Plat Amendment for Harvest Meadows Subdivision to Reduce the Front Yard Setback Requirement from 40 Feet to 30 Feet

Second: Councilmember Hammond seconded the motion.

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

6. Consideration of Ordinance 2025-38 approving the First Amendment to Harvest Meadows Master Development Agreement

Zoning Administrator Shelby Moore presented this item and explained that it is intended to align with the previously approved motion.

Motion: Councilmember Jenkins made the motion to approve Ordinance 2025-38 approving the First Amendment to Harvest Meadows Master Development Agreement

Second: Councilmember Hammond seconded the motion.

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

7. Consideration of Resolution 2025-80 approving the Amendment of the Governing Documents for the Deseret Public Infrastructure District Nos. 1 Through 16

Shaun Johnson and Jay Springer presented this item. They explained that the only change to the governing documents ensures that any assessments imposed on a parcel become payable before the property is conveyed to a residential homeowner.

Motion: Councilmember Thomas made the motion to approve Resolution 2025-80 approving the Amendment of the Governing Documents for the Deseret Public Infrastructure District Nos. 1 Through 16 with the comments as stated by the attorney.

Second: Councilmember Butler seconded the motion.

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

8. Consideration of Ordinance 2025-40 approving the Master Development Agreement for the Deseret Development

Motion: Councilmember Jenkins made the motion to table Ordinance 2025-40 approving the Master Development Agreement for the Deseret Development

Second: Councilmember Butler seconded the motion.

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

9. Consideration of Resolution 2025-81 approving the Master Water Service Agreement for the Deseret Development

Nate Mitchell, retained by the city to assist with this agreement, and Jeff Gittens, the city’s water attorney, presented this item and provided a history of the processes leading to the current point. There had been extensive prior discussion and preparation for this agreement among the city’s counsel, city staff, and the developers and their counsel. Mr. Gittens gave an update, including a survey and analysis of available water, while Mr. Mitchell reviewed redlines and clarifications in the agreement. It was clarified that this agreement is not a sale of water rights or irrigation shares, but a purchase of the use of credits that the city currently holds and that are not dedicated to any projects or developments.

The Master Water Services Agreement provides for the issuance of water credits specifically for use in the Deseret Development to satisfy Water Supply Requirements. It establishes a schedule and rate for the purchase, includes an option if additional supply becomes available, and contains contractual provisions governing use, assignability, remedies, and dispute resolution.

Additional discussion followed among the Council, city staff, and attorneys, addressing definitions, details, and the pros and cons of approving the agreement, including how the revenue could be used to benefit the citizens as a whole.

Motion: Councilmember Thomas made the motion to table Resolution 2025-81 approving the Master Water Service Agreement for the Deseret Development

Second: Councilmember Jenkins seconded the motion.

Unapproved

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

10. Consideration of Resolution 2025-79 approving a Lease Agreement for the Acquisition of Equipment

This item was moved to agenda Item 4

Finance Director Sherrie Broadbent presented this item, explaining that it pertains to patrol vehicles and highlighting the overall long-term benefits of the lease agreement.

Motion: Councilmember Jenkins made the motion to approve Resolution 2025-79 approving a Lease Agreement for the Acquisition of Equipment

Second: Councilmember Butler seconded the motion.

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

Council took a 5-minute break at 9:50 pm

11. Council Reports:

Councilmember Williams: Reported that the Mosquito Abatement Board met last night, approved the budget, and was noted for having knowledgeable members and being a valuable resource.

Councilmember Hammond: Reported that the spring tulips have been planted in the city pots and expressed appreciation to family members and community volunteers for their assistance.

Councilmember Thomas: Gave a shout-out to the Police Department for hosting Trunk or Treat. He reported no updates from the school and noted that the Veterans Park design is being revised to align with the budget. The design should be completed in approximately two weeks, after which it can be sent out for bidding, with a goal of breaking ground in the spring.

Councilmember Jenkins: Thanked the City for initiating the Veterans Park project and reminded everyone of the Veterans Day breakfast on Saturday at 9:00 a.m., expressing appreciation for the support of fellow Councilmembers. She noted that proceeds from the breakfast and silent auction will benefit Veterans Memorial Park, with gratitude to the community for their support. She also highlighted the Youth Council's Festival of Trees, themed "Once Upon a Time," which includes a book drive, and mentioned support for the Festival of Wreaths. Regarding the Chamber of Commerce, she noted that the Tooele City Santa Parade at 3:00 p.m. will not conflict with Grantsville's Santa Light Parade and encouraged city participation. She concluded by congratulating the newly elected officials.

Councilmember Butler: Reported that the Library Board will meet tomorrow and expressed appreciation to the Historic Preservation Commission for the recent appointments. He noted that a meeting is scheduled for the coming week. Regarding Planning and Zoning, he mentioned a lively discussion on Chapter 7 and Conditional Use Permits (CUPs). A joint work meeting is scheduled for November 18 at 6:00 p.m., which will include training from the State Ombudsman on CUPs.

Mayor: Announced that the City Christmas Party will be held on December 17 at 11:30 a.m. at the Old Grantsville Church and encouraged everyone to attend and participate. He also reminded everyone of the Light Parade on November 29. Additionally, he congratulated the candidates, acknowledging the challenge of putting oneself forward and expressing appreciation for each participant.

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

Motion: Councilmember Butler made the motion to go into a Closed Session

Second: Councilmember Hammond seconded the motion.

Unapproved

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

Closed Session began at 10:03 pm

Closed Session ended at 10:33pm

13. 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 Williams “Aye”, Councilmember Thomas “Aye”, and Councilmember Jenkins, “Aye”. The motion carried.

Meeting ended at: 10:34 pm

Unapproved

**MINUTES OF THE SPECIAL MEETING OF THE GRANTSVILLE CITY COUNCIL,
BOARD OF CANVASSERS MEETING, HELD ON NOVEMBER 12TH, 2025, AT 429 E
MAIN, GRANTSVILLE, UTAH AND ON ZOOM. THE MEETING BEGAN AT 7:00 PM**

Mayor and Council Members Present:

Mayor Critchlow
Jolene Jenkins
Heidi Hammond

Jeff Williams (arrived at 7:02 pm)
Rhett Butler
Jake Thomas (via Zoom)

Council Members Not Present:

Appointed Officers and Employees Present:

Gina Roberts, Deputy City Recorder
Michael Resare, City Manager

Tysen Barker, City Attorney

Citizens and Guests Present: Derek Dalton

There were many members of the public present in person and via Zoom.

Mayor Critchlow led the Pledge of Allegiance.

AGENDA

1. Canvass of 2025 General Election

Motion: Councilmember Butler made the motion to certify the Canvass of the 2025 General Election

Second: Councilmember Jenkins seconded the motion.

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

**2. Consideration of Rescheduling the City Council Regular Meeting from November 19
to November 17 at 7:00 pm**

Unapproved

Motion: Councilmember Hammond made the motion to approve rescheduling the City Council Regular Meeting from November 19 to November 17 at 7:00 pm

Second: Councilmember Williams seconded the motion.

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

3. 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 Williams “Aye”, Councilmember Thomas “Aye”, and Councilmember Jenkins, “Aye”. The motion carried.

Meeting ended at: 7:07 pm

Agenda Item # 3

Appointment of Alicia Fairbourne as
the City Recorder for Grantsville,
Utah



**GRANTSVILLE CITY
RESOLUTION NO. 2025-83**

**A RESOLUTION APPOINTING ALICIA FAIRBOURNE TO THE OFFICE OF
GRANTSVILLE CITY RECORDER**

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

WHEREAS, Utah Code Ann. § 10-3-916(l)(a), requires the Mayor, with advice and consent of the City Council, to appoint a qualified person to the Office of City Recorder; and

WHEREAS, the Mayor requests the City Council consent to his appointment of Alicia Fairbourne to the Office of City Recorder; and

WHEREAS, Alicia Fairbourne shall be the City Recorder, and the ex officio City Auditor, as required by Utah Code § 10-3-916(2); and

WHEREAS, Alicia Fairbourne has exhibited the skills and knowledge necessary to fulfill the position of City Recorder; and

WHEREAS, Utah Code Ann. § 10-3-916(4) provides that "all appointed officers shall continue in office until their successors are appointed and qualified."

NOW THEREFORE BE IT RESOLVED BY THE GRANTSVILLE CITY COUNCIL, that the City Council hereby consents to the appointment of Alicia Fairbourne to the Office of City Recorder to act in that capacity;

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS 17TH DAY OF NOVEMBER, 2025.

By Mayor Neil Critchlow

ATTEST

Alicia Fairbourne, City Recorder

Agenda Item # 4

Consideration of Ordinance 2025-41
Amending the Expiration Date for
Kennel/Sportsman permits to align with
Dog Licensing

**GRANTSVILLE
ORDINANCE 2025-41**

**AMENDING THE GRANTSVILLE CITY CODE TO ALIGN THE EXPIRATION
DATE FOR KENNEL AND SPORTSMAN PERMITS WITH DOG LICENSING
REQUIREMENTS**

WHEREAS, Grantsville City regulates the keeping of dogs through licensing requirements set forth in the Grantsville City Code; and

WHEREAS, the City also issues Kennel Permits and Sportsman Permits for the keeping of multiple dogs, which currently operate on an expiration schedule that does not align with the expiration of individual dog licenses; and

WHEREAS, aligning the expiration date for Kennel Permits and Sportsman Permits with the expiration date for dog licenses will improve administrative efficiency, reduce confusion for permit holders, and promote consistent enforcement; and

WHEREAS, the City Council finds that such an amendment is in the best interest of the public health, safety, and welfare;

NOW THEREFORE, be it ordained by the Council of the Grantsville, in the State of Utah, as follows:

SECTION 1: **AMENDMENT** “4-1-32 Regulatory Permits” of the Grantsville Municipal Code is hereby *amended* as follows:

SECTION 2: **SEVERABILITY CLAUSE** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 3: **EFFECTIVE DATE** This Ordinance shall take effect immediately upon its passage and approval as provided by the law

**PASSED AND ADOPTED BY THE GRANTSVILLE COUNCIL
17th DAY NOVEMBER, 2025.**

	AYE	NAY	ABSENT	ABSTAIN
Heidi Hammond	_____	_____	_____	_____
Jolene Jenkins	_____	_____	_____	_____
Jeff Williams	_____	_____	_____	_____
Rhett Butler	_____	_____	_____	_____
Jacob Thomas	_____	_____	_____	_____

Presiding Officer

Attest

Neil Critchlow, Mayor, Grantsville

Alicia Fairbourne, City
Recorder, Grantsville

B E F O R E A M E N D M E N T

4-1-32 Regulatory Permits

- A. Commercial permits: It shall be unlawful for any person to operate or maintain a kennel, cattery, pet shop, groomery, riding stable, veterinary clinic or hospital or any similar establishment unless such person first obtains a regulatory permit from the Department of Animal Control, in addition to all other required licenses. All applications for permits to operate such establishments shall be submitted, together with the required permit fee, on a printed form provided by the Animal Control Department to that Department. Before the permit is issued, approval shall be granted by the Grantsville City- Tooele County Health Department and appropriate zoning authority and the Animal Control Department.
- B. Sportsman's permit:
 1. Where permitted by the "Land Use Development and Management Code," owners may keep up to five (5) dogs in appropriate zoning districts provided:
 - a. Such dogs are individually licensed;
 - b. Approval is granted by the appropriate zoning authority and the County Health Department;
 - c. Approval of the Grantsville City Animal Control Officer;
 - d. Adequate runs (not necessarily concrete) are provided;
 - e. The other provisions of this ordinance are complied with, and no dog or premises is deemed to be a nuisance.
 2. The holder of a permit issued under this section may keep one litter intact until the dogs reach six (6) months of age; one animal from the litter may be retained until it reaches twelve (12) months of age. At no time may the holder of the permit retain more than six (6) dogs over six (6) months of age nor more than five (5) dogs over one year of age.
 3. Display of permit: A valid permit shall be posted in a conspicuous place in each establishment, and said permit shall be considered as appurtenant to the premises and not transferable to another location. The permittee shall notify the Department of Animal Control within thirty (30) days of any change in his establishment or operation, which may affect the status of his permit. In the event of a change in ownership of the establishment, the permittee shall notify the Department of Animal Control immediately. Permits shall not be transferable from the owner to another.
 4. Renewal of permit: Any permit issued pursuant to this section shall automatically expire on the December 31st immediately following date of issue. Within two (2) months prior to the expiration of the permit, the permittee shall apply for a renewal of the permit and pay the required fee. Any application made after December 31, except an application for a new establishment opening subsequent to the date, shall be accompanied by a late application fee in addition to the regular permit fee.
 5. Permit fees:
 - a. Kennels, catteries, groomeries, pet shops, veterinary clinics or Hospitals:

Class A, 3-15 animals	\$25.00
Class B, 16-30 animals	\$40.00
Class C, 30 or more animals	\$50.00
Riding stables	\$30.00
Sportsman's permit- dogs	\$25.00
Late fee - double the regular permit fee.	

- b. Exemptions: Research facilities where bona fide medical or related research is being conducted, humane shelters, and other animal establishments operated by state or local government or which are licensed by federal law are excluded from the licensing requirements of this ordinance.
- c. Inspections: All establishments required to be permitted under this ordinance, including holders of sportsman's permits, shall be subject to periodic inspections, and the inspector shall make a report of such inspection with a copy to be filed with the Animal Control Department.

A F T E R A M E N D M E N T

4-1-32 Regulatory Permits

- A. Commercial permits: It shall be unlawful for any person to operate or maintain a kennel, cattery, pet shop, grooming, riding stable, veterinary clinic or hospital or any similar establishment unless such person first obtains a regulatory permit from the Department of Animal Control, in addition to all other required licenses. All applications for permits to operate such establishments shall be submitted, together with the required permit fee, on a printed form provided by the Animal Control Department to that Department. Before the permit is issued, approval shall be granted by the Grantsville City- Tooele County Health Department and appropriate zoning authority and the Animal Control Department.
- B. Sportsman's permit:
 - 1. Where permitted by the "Land Use Development and Management Code," owners may keep up to four (4) dogs in appropriate zoning districts provided:
 - a. Such dogs are individually licensed;
 - b. Approval is granted by the appropriate zoning authority and the County Health Department;
 - c. Approval of the Grantsville City Animal Control Officer;
 - d. Adequate runs (not necessarily concrete) are provided;
 - e. The other provisions of this ordinance are complied with, and no dog or premises is deemed to be a nuisance.
 - 2. The holder of a permit issued under this section may keep one litter intact until the dogs reach six (6) months of age; one animal from the litter may be retained until it reaches twelve (12) months of age. At no time may the holder of the permit retain more than six (6) dogs over six (6) months of age nor more than five (5) dogs over one year of age.
 - 3. Display of permit: A valid permit shall be posted in a conspicuous place in each establishment, and said permit shall be considered as appurtenant to the premises and not transferable to another location. The permittee shall notify

the Department of Animal Control within thirty (30) days of any change in his establishment or operation, which may affect the status of his permit. In the event of a change in ownership of the establishment, the permittee shall notify the Department of Animal Control immediately. Permits shall not be transferable from the owner to another.

4. Renewal of permit: Any permit issued pursuant to this section shall automatically expire on ~~the December 31st~~ March 31st immediately following date of issue. Within ~~two (2) months prior~~ three (3) months prior to the expiration of the permit, the permittee shall apply for a renewal of the permit and pay the required fee. Any application made after ~~December 31~~ March 31st, except an application for a new establishment opening subsequent to the date, shall be accompanied by a late application fee in addition to the regular permit fee.

5. Permit fees:

- a. Kennels, catteries, groomeries , pet shops, veterinary clinics or Hospitals:

Class A, 3-15 animals	\$25.00
Class B, 16-30 animals	\$40.00
Class C, 30 or more animals	\$50.00
Riding stables	\$30.00
Sportsman's permit- dogs	\$25.00
Late fee - double the regular permit fee.	

- b. Exemptions: Research facilities where bona fide medical or related research is being conducted, humane shelters, and other animal establishments operated by state or local government or which are licensed by federal law are excluded from the licensing requirements of this ordinance.
 - c. Inspections: All establishments required to be permitted under this ordinance, including holders of sportsman's permits, shall be subject to periodic inspections, and the inspector shall make a report of such inspection with a copy to be filed with the Animal Control Department.

Agenda Item # 5

Consideration of Resolution 2025-81
Approving the Master Water Service
Agreement for the Deseret Development

**GRANTSVILLE CITY
RESOLUTION NO. 2025-81
A RESOLUTION APPROVING THE MASTER WATER SERVICE AGREEMENT FOR
THE DESERET DEVELOPMENT**

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

WHEREAS, the City recognizes the importance of providing adequate and reliable water service to support the Deseret Development project; and

WHEREAS, the proposed **Master Water Service Agreement** outlines the terms and conditions governing the payment of water fees by the developer of the Deseret Development and the issuance of water credits by the City to the developer, which can be used to meet the Water Supply Requirements for the Development; and

WHEREAS, the City Council has reviewed the terms of the Master Water Service Agreement and finds that approval of the Agreement is in the best interest of the City and consistent with its long-term water planning objectives.

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

Section 1. Approval of Master Water Service Agreement: The City Council hereby approves the Master Water Service Agreement for the Deseret Development.

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
____ DAY OF _____, 2025.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

By Mayor Neil Critchlow

ATTEST

Alicia Fairbourne City Recorder

MASTER WATER SERVICES AGREEMENT

[Deseret Development]

This Master Water Services Agreement (this “Agreement”) is entered into as of _____, 2025, by and between GRANTSVILLE CITY, a political subdivision of the State of Utah (the “City”), and VT GRANTSVILLE LAND CO, LLC, a Colorado limited liability company (“Developer”).

RECITALS

A. The real property on which the development (“Development”) is intended to occur is more particularly described on the attached Exhibit A.

B. Pursuant to City ordinances, including Sections 7-1-22 and 13-1-8 of the Grantsville City Code and Section 21.6.12 of the Land Use Development and Management Code of Grantsville City, developers are required to satisfy indoor and outdoor water supply requirements for new developments by (i) dedicating, transferring, or otherwise providing sufficient water rights and/or water shares to the City; (ii) committing private water rights, water shares, and water facilities to serve the development; and/or (iii) paying water rights acquisition impact fees (“Water Supply Requirements”).

C. Based on the City’s analysis of its rights and supply, the City has determined that it owns sufficient water rights to satisfy its obligations under this Agreement.

D. The parties by this Agreement confirm that the Water Credits (defined later) provided and dedicated to the Development hereunder can be used to satisfy Water Supply Requirements within the Development as provided by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree to the following:

1. Water Credits. Subject to Developer’s payment of the Water Fees set forth in Subsection 1(d), on the schedule set forth in Subsections 1(a) and 1(b), City will issue to Developer Water Credits for the benefit of and use within the Development. Upon the issuance of the Water Credits, Developer may utilize Water Credits to satisfy the Water Supply Requirements within the Development in connection with the development of residential and non-residential uses as provided by and set forth in this Agreement.

The term “Water Credit” as used in this Agreement represents the right to one acre-foot of water that may be used under this Agreement within the Development.

a. Schedule. Developer shall pay Water Fees to acquire Water Credits, in accordance with the following schedule, unless otherwise agreed to by the parties in writing:

i. No fewer than 733.33 acre-feet of Water Credits by March 31, 2026; and

- ii. No fewer than an additional 733.33 acre-feet (total of 1,466.66 acre-feet) of Water Credits by March 31, 2033.

Nothing herein shall limit Developer's right to pay the applicable Water Fees to acquire Water Credits greater than the minimum amount listed above prior to the deadlines set forth in the foregoing schedule; provided, however, that in no event shall Developer be allowed to acquire more than 1,466.66 acre-feet of Water Credits in total, except as may be available under Section 1(b) below. Each of the two deadlines above may be extended one time for a period of sixty (60) days by Developer paying the City a fee of \$10,000.00 per extension, payable by the deadline.

b. Option. If at any time between April 1, 2033 and March 31, 2040 (the "Option Period"), the City determines that it has sufficient water rights to support new development, then the City may extend an option to Developer to acquire up to 733.33 acre-feet of additional Water Credits ("Option Credits") from the City. The option shall be extended only if the City determines that it holds sufficient water rights to satisfy the additional Option Credits, after accounting for (i) commitments to provide water service pursuant to development agreements or other agreements entered into by the City prior to the date of this Agreement, including but not limited to the Lakeview Business Park; and (ii) commitments to provide water service pursuant to development agreements or other agreements entered into by the City after the date of this Agreement; provided, however, that if the City commits more than 145 acre-feet of water to other developments after the date of this Agreement, then the City is obligated at that point to determine how much additional water the City has available for development and to extend an option to Developer for Option Credits representing the number of acre-feet of additional water that the City determines is available after factoring in a reasonable buffer. In no event shall the total amount extended through Option Credits exceed 733.33 acre-feet. If the City extends an option, Developer may exercise the option to acquire the available Option Credits subject to the terms and conditions of this Agreement through the process and at the rates provided herein; provided, however, that the Developer must exercise the option and acquire the Option Credits before the expiration of the Option Period.

c. Payments. Developer shall provide the City with at least forty-five (45) days' prior written notice in advance of each payment of the Water Fees by the Developer and corresponding issuance of Water Credits by the City (each a "Payment Date"). Each notice of Payment Date shall identify the date of the Payment Date, the calculated value of the Water Fees (defined below), and the number of acre-feet of Water Credits to be issued. Each party covenants to cooperate in good faith with each Payment Date by executing needed documents, including written confirmations needed to satisfy any financing Developer may elect to utilize and to otherwise effect the issuance of Water Credits.

d. Water Fees. At each Payment Date, Developer shall pay to City a per-acre-foot water fee (each a "Water Fee"). The initial Water Fee shall be \$25,000 per acre-foot for the first Payment Date occurring on or before March 31, 2026. On each anniversary of the first Payment Date, the Water Fee shall increase by two and one-half percent (2.5%) per year so that the applicable Water Fee at any subsequent Payment Date shall be the then-current Water Fee in effect on the date of such Payment. By way of example only, if the first Payment Date occurs on March 31, 2026, the Water Fee will be \$29,717.14 per acre-

foot as of March 31, 2033 and \$35,324.35 per acre-foot as of March 31, 2040. Developer and the City acknowledge and agree that the Water Fees are not impact fees governed by Title 11, Chapter 36a of the Utah Code.

e. *Assignment of Water Credits*. The City Recorder shall maintain a credit log to keep track of any Water Credits that have been issued by the City. Developer may assign Water Credits, in whole or in part, to subsequent owners, homebuilders, or sub-developers of phases of the Development by using the Water Credit Assignment Form (“**Assignment**”) attached hereto as Exhibit B. An assignment of Water Credits shall be effective upon the filing of a completed Assignment with the City Recorder. An assignee shall present the Assignment, with original signatures, to the City Recorder, at which time the City Recorder shall update the credit log to account for the Assignment. The City Recorder shall also keep a copy of each Assignment in his/her records. Any assignment of Water Credits that is not presented to the City Recorder as provided in this paragraph shall be void as against any subsequent purchaser, in good faith and for valuable consideration, of the same Water Credits, or any portion thereof, where the subsequent purchaser’s assignment is first presented to the City Recorder. Water Credits cannot be assigned for use outside of the Development. All assignees will be subject to the terms and conditions of this Agreement with respect to the use of the Water Credits, but shall not succeed to the right to purchase the Water Credits held by the Developer hereunder.

f. *Use of Water Credits*. Developer or Developer’s assignee(s) may use the Water Credits in order to meet the Water Supply Requirements as part of the development approval process by using the Dedication of Water Credits Form (“**Dedication**”) attached hereto as Exhibit C. Prior to final plat approval of any phase of the Development, Developer or Developer’s assignee(s) shall send the City Recorder a completed Dedication to apply a portion of the Water Credits to that specific phase of the Development. The number of acre-feet required for dedication to a particular phase shall be determined by City ordinances and water dedication requirements existing at the time of dedication. For informational purposes only, the City’s current water dedication requirements are attached as Exhibit D. A decision to dedicate the Water Credits to a specific phase or area within a Development is final, and any Water Credits so dedicated are deemed attached to that phase of the Development and are no longer available for dedication to another phase of the Development or assignment to another party.

g. *No Forfeiture or Non-Use*. Developer’s rights under this Agreement are contractual in nature and shall not be subject to forfeiture, abandonment, or loss through non-use or lapse of time. Developer is paying for Water Credits that Developer will utilize as it plats, obtains building permits, and otherwise develops the Development. If, however, all phases of the Development have received final plat approval, and Developer has delivered a notice of buildout to the City in writing, and there are Water Credits that have not been dedicated to any phase of the Development, the unused Water Credits shall be deemed forfeited by the Developer and/or its assignees, and the unused Water Credits shall be removed from the credit log by the City Recorder. The Developer will not unreasonably delay or withhold issuance of the notice of buildout.

2. *Modification of Water Supply Requirements*. Nothing in this Agreement shall

preclude the City from amending its Water Supply Requirements, as provided by or required by State law or City Code.

3. **City Representations.** The City makes the following representations to Developer, each of which is true as of the date of execution of this Agreement and shall remain true at each Payment Date and until dedication of the Water Credits as contemplated hereunder:

a. **Water Rights.** The City has and will maintain sufficient water rights and ability to assure Developer that it will be able to issue the Water Credits at each Payment Date, and thereafter will allow the dedication of the Water Credits, as contemplated in this Agreement. The City shall not be held liable for water conditions outside of its control, including but not limited to drought, aquifer levels, and groundwater contamination.

b. **No Duplicative Fees.** The dedication of Water Credits to a phase of the Development, as provided under Subsection 1(e) of this Agreement, may be used to satisfy Water Supply Requirements for a phase or portion of the Development. As a Water Supply Requirement has been satisfied through dedication of a Water Credit, the City will not impose duplicative fees, dedications, or conditions on Developer at the time of subdivision, site plan, building permit, or similar land use approval. Developer remains obligated to meet all other development requirements, including but not limited to construction of required water facilities, payment of drinking water facilities impact fees, payment of impact fees related to the Wastewater Plant, and non-water impact fees, engineering fees, permit fees, or other similar requirements.

4. **Authority.** The parties acknowledge and agree that this Agreement does not constitute a lease, sale, alienation, or disposal of the City's water rights or sources of water supply; but rather is a contract to provide water service for the benefit of the Development in exchange for Developer's payment of the Water Fees on the schedule and in accordance with the terms of this Agreement.

5. **Default; Remedies.**

a. **Default.** The failure of either party to perform its obligations with respect to any Closing, including payment of the applicable Water Fees or issuance of the applicable Water Credits, shall constitute a default under this Agreement. The non-defaulting party shall provide written notice of such default to the defaulting party. The defaulting party shall have thirty (30) days following receipt of such notice to cure the default (or, if the default is not reasonably capable of being cured within such 30-day period, such additional period of time, not to exceed sixty (60) days in the aggregate, as may be reasonably necessary to cure the default, provided the defaulting party commences cure within the initial 30-day period and diligently pursues such cure to completion).

b. **Remedies.** In the event of litigation related to or arising out of this Agreement, the Developer and any other parties assigned Water Credits shall not be entitled to claim monetary damages against the City's staff or its elected officials. If City has not breached its representations in Section 3 herein, then Developer or any other parties assigned Water Credits shall not be entitled to claim monetary damages against the City.

If any default is not timely cured, remedies under this Agreement shall be limited to the following:

- i. *Developer's Remedies*. Developer shall be entitled to pursue specific performance of the City's obligations under this Agreement, unless City commits an uncured breach of the representations set forth in Section 3 and Developer elects to pursue the remedy in the following sentence in lieu of specific performance. If Developer (or any other party assigned Water Credits) shall claim monetary damages against the City due to an uncured breach of the representations set forth in Section 3, the monetary damages shall be limited to a refund of the Water Fees paid for any Water Credits that have been acquired by the Developer but not yet dedicated to a phase or portion of the Development at issue in the uncured breach, plus any interest accrued by a public infrastructure district since the time of acquisition. Upon the payment of a refund, the Water Credits at issue shall be deemed forfeited by the Developer and/or its assignees, and the unused Water Credits shall be removed from the credit log by the City Recorder.
- ii. *City's Remedies*. The City may terminate this Agreement with respect to any Water Credits not issued as of the date of an uncured event of default; provided, however, that nothing in this Agreement shall terminate, impair, or otherwise affect the rights of Developer (or assignees of Water Credits) with respect to any Water Credits issued prior to such termination.

c. *No Waiver of Immunity*. Nothing in this Agreement shall be interpreted or construed as a waiver of the immunity afforded to the City under the Governmental Immunity Act of Utah, Title 63G, Chapter 7 of the Utah Code.

6. *Dispute Resolution*. As a precondition to any litigation hereunder, the parties shall commit to hold, within 14 days of a written request from either party, a meeting of principals involving those from each party with authority to resolve a dispute. The parties agree to discuss in any meeting contemplated hereunder a potential resolution or the involvement of an impartial mediator to advise on a potential resolution. After a meeting contemplated hereunder, either party may bring an action to seek the remedies described in Section 5. The requirements in this section shall not apply to a party seeking emergency relief in a court of equity.

7. *Indemnification*. To the fullest extent permitted by law, Developer will indemnify and defend the City, by paying reasonable fees for counsel of the City's choice, to defend any legal action brought by (a) a non-party to challenge the constitutionality or legality of the City's obligations under this Agreement, or (b) a non-party invoking rights or obligations arising under this Agreement, provided, however, that Developer shall have no obligation to indemnify the City for claims by those who have been assigned Water Credits in accordance with Subsection 1(d) to the extent those claims arise out of the use of such Water Credits by such assignees. Developer's indemnification obligations hereunder shall not extend to any claim resulting from the City's breach of the representations set forth in Section 3.

8. Miscellaneous.

a. Term. This Agreement shall remain in effect until each of the Water Credits issued under this Agreement are dedicated to a phase or portion of the Development as set forth herein. A partial termination of the right to acquire Water Credits may occur as to any Water Credits that are not acquired in accordance with the schedule set forth in Subsection 1(a) above. In the event the parties elect to enter into an MDA for the Development and such MDA is later terminated pursuant to its terms, this Agreement will automatically terminate as will be set forth in such MDA, if any.

b. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns.

c. Governing Law. This Agreement shall be governed by the laws of the State of Utah.

d. Third Party Beneficiaries. An assignee of a Water Credit, who receives such Water Credit in accordance with the assignment provisions herein, is an intended third-party beneficiary of this Agreement. Deseret Public Infrastructure District #2 is also an intended third-party beneficiary of this Agreement.

e. Entire Agreement. This Agreement, together with the associated exhibits, constitute the entire agreement of the parties regarding the provision of Water Credits for the Development.

f. Venue and Applicable Law. Any action to enforce this Agreement shall be brought only in the Third Judicial District Court, Tooele County in and for the State of Utah, or the United States District Court for the District of Utah. In the event of litigation, Developer waives any challenge to personal jurisdiction. This Agreement is entered into in Tooele County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

g. Mutual Drafting. Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against any Party based on which Party drafted any particular portion of this Agreement. Developer agrees to reimburse City for half of City's attorney fees incurred in drafting this Agreement.

h. Time. Time is of the essence in the performance of all duties and obligations under this Agreement

i. Notices. All notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing by email or regular mail to the following addresses:

To the City:

Grantsville City

Attn: City Recorder
429 East Main Street
Grantsville, Utah 84029
Email: afairbourne@grantsvilleut.gov

Grantsville City

Attn: City Attorney
429 East Main Street
Grantsville, Utah 84029
Email: tbarker@grantsvilleut.gov

With a copy to:

Hoggan Lee Hutchinson
Attn: Nate Mitchell
1225 Deer Valley Drive, Suite 201
Park City, UT 84060
Email: nate@hlh.law

To the Developer:

VT Grantsville Land Co LLC
Attn: Thomas Clark
8678 Concord Center Dr. Suite 200
Englewood, CO 80112
Email tclark@ventanacap.com

With a copy to:

Snell & Wilmer LLP
Attn: Wade Budge
15 West South Temple Suite 1200
Salt Lake City, UT 84101
Email: wbudge@swlaw.com

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

DEVELOPER:

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

By: _____
Name: _____
Its: _____

CITY:

GRANTSVILLE CITY,
a political subdivision of the State of Utah

By: _____
Name: _____
Its: Mayor

Approved as to form: Attest:

City Attorney

City Recorder

EXHIBIT A

LEGAL DESCRIPTION OF THE DEVELOPMENT

That certain real property located in Tooele County, State of Utah, more particularly described as follows:

PARCEL 1: [05-081-0-0009]

THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING ANY AND ALL PORTIONS LYING WITHIN THE LEGAL BOUNDS OF THAT CERTAIN PROPERTY DESCRIBED IN WARRANTY DEED RECORDED AS ENTRY NO. 540210 OF OFFICIAL RECORDS.

PARCEL 2: [01-120-0-0010]

THE NORTH HALF OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN.

EXCEPTING THEREFROM THE EAST 877.5 FEET.

LESS AND EXCEPTING ANY AND ALL PORTIONS LYING WITHIN THE LEGAL BOUNDS OF THAT CERTAIN PROPERTY DESCRIBED IN WARRANTY DEED RECORDED AS ENTRY NO. 540210 OF OFFICIAL RECORDS.

ALSO, LESS AND EXCEPTING ANY AND ALL PORTION LYING WITHIN THE LEGAL BOUNDS OF THAT CERTAIN PROPERTY DESCRIBED IN WARRANTY DEED RECORDED MARCH 25, 2021 AS ENTRY NO. 539331 OF OFFICIAL RECORDS.

PARCEL 3: [01-120-0-0006]

THE SOUTH HALF OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN.

EXCEPTING THEREFROM THE EAST 877.5 FEET.

ALSO, LESS AND EXCEPTING ANY AND ALL PORTION LYING WITHIN THE LEGAL BOUNDS OF THAT CERTAIN PROPERTY DESCRIBED IN WARRANTY DEED RECORDED MARCH 25, 2021 AS ENTRY NO. 539331 OF OFFICIAL RECORDS.

PARCEL 4: [05-082-0-0037]

THE NORTH HALF OF THE NORTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING ANY AND ALL PORTIONS LYING WITHIN THE LEGAL BOUNDS OF THAT CERTAIN PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED MARCH 25, 2021 AS ENTRY NO. 539331 OF OFFICIAL RECORDS.

PARCEL 5: [05-082-0-0027]

THE NORTH HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 6: [05-082-0-0033]

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 7: [01-120-0-0009]

BEGINNING AT THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 02°13'09" EAST 3277.55 FEET; THENCE SOUTH 89°43'43" WEST 335.90 FEET; THENCE NORTH 00°33'43" WEST 1638.00 FEET; THENCE NORTH 89°43'43" EAST 698.00 FEET; THENCE NORTH 00°33'43" EAST 1638.00 FEET; THENCE NORTH 89°43'43" EAST 874.86 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING ANY AND ALL PORTIONS LYING WITHIN THE LEGAL BOUNDS OF THAT CERTAIN PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED MARCH 25, 2021 AS ENTRY NO. 539331 AND IN WARRANTY DEED RECORDED APRIL 2, 2021 AS ENTRY NO. 540210 OF OFFICIAL RECORDS.

(Legal Description continues on the next page)

PARCEL 8: [01-06 3-0-0 006]

BEGINNINGA TTHENORTH WESTCORNER OF SECTION 27. TOW iSH P 2SOUTH. RANG E 6 WEST. S AU LAKE BASE AND M ERtO!AN:

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PARCEL 9: [01-11 5-0-0 025]

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ALSO COMMENCING AT THECENTER OF SECTION 22. TOWNSHIP 2SOUTH. RANGE 6WEST: THENCENORTH 660.00 FEET: THENCEEAST TO THEWEST BOUNDARY LINE OF HIGHWAY 1JB: THENCE SOUTHEASTERLY ALONG THEWEST BOUNDARY LINE OF SAD HK;HWAY TO A POINT DJRECTLY EAST OF THEPOINT OF BEGINNING: THENCEWEST TO THEPOINT OF BEGINNING.

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ALSO LESS A N D EXCEPTING A NY A N D ALLPORTIO tis LYING W RH N THELEGALBOUNDS OF GRANTSVILLE LLC SUBDJVISK>N .

PARCEL 10: (01-115-0-0021)

BEGINNINGA TTHENORTH 1/4CORN EROF SECTION 22. TOW iSH P 2SOUTH. RANG E 6 WEST. S AU LAKE BASE AND M ERtDIA N. RUH HJHG THE!CE EAST 1320FEET: THE!CESOUTH 1320 FEET: THE!CE EAST 297 FEET: THE!CE SOUTH 2 203.27 FEET: THE!CE SOUTH 65°3' 20T WEST 484 .95 FEET: THENCESOUTH 53°07' · w EST 1421.52 FEET: THENCENORTH 1941.65 FEET: THENCEEAST 1320FEET: THENCENORTH 13:x1 FEET: THENCEWEST 1320 FEET: THENCENORTH 1320FEET TO THEPOINT OF BEGINNING.

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PARCEL 10A:

TOG ETHER WITH AN EASEMENT FOR ING RESS AND EGRESS AS DISCLOSED BY THATC ERTA. N 'H J!RE GRANT OF EASEMENT RECORDED JULY8. :x122 AS ENTRY NO . 576325 OF OFRCIAL RECORDS.

PARCEL 11 : [1 0-0 36 -0 -00 01, 1 0-0 36 -0 -00 06 THROUG H 10-0 36 -0 -00 10; 10-0 37 -0 -00 11 THROUG H 10-0 37 -0 -0023; 10-0 39 -0 -0024; 10-0 37 -0 -0 126 THROUG H 10-0 37-0 -0128]

LOT 1. 6 THROUGH 24 AND 126 THROUGH 128. VALLEY RANC HES SUBDIVISK>N. ACC ORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE TOO ELEC COUNTY RECORDER

EXHIBIT B
WATER CREDIT ASSIGNMENT FORM

ASSIGNMENT OF WATER CREDITS

This Assignment of Water Credits ("Assignment") is entered into as of this _____ day of _____, 20____, by and between _____ ("Assignor"), whose mailing address is _____, and _____ ("Assignee"), whose mailing address is _____. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor transfers and assigns to Assignee _____ acre-feet of Water Credits from those that were issued by Grantsville City on _____, 2025 pursuant to the Master Water Services Agreement between GRANTSVILLE CITY and VT GRANTSVILLE LAND CO, LLC, dated _____, 2025.

The Assignee acknowledges that the use of the aforementioned Water Credits is subject to the limitations set forth in the Master Water Services Agreement. The Assignee further acknowledges and agrees to be bound by the dispute resolution provisions set forth in the Master Water Services Agreement and the same limitation on remedies applicable to the Developer.

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

DATED this _____ day of _____, 20__.

Transferor

State of _____)
:ss
County of _____)

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

Notary Public

EXHIBIT C
DEDICATION OF WATER CREDITS FORM

DEDICATION OF WATER CREDITS

This Dedication of Water Credits ("Dedication") is entered into as of this _____ day of _____, 20____, by _____ ("Dedicator"), whose mailing address is _____. Dedicator hereby dedicates, transfers, and assigns to Grantsville City ("City") _____ acre-feet of Water Credits that were issued by Grantsville City pursuant to the Master Water Services Agreement between GRANTSVILLE CITY and VT GRANTSVILLE LAND CO, LLC, dated _____, 2025. Dedicator obtained the Water Credits by [payment/assignment] dated _____. The Water Credits described herein shall be applied to the _____ phase or portion of the Deseret Development as described in the attached Exhibit 1 ("Phase"). Dedicator acknowledges and agrees that the Water Credits shall be permanently applied to, credited to, and benefit the Phase, such that if ownership of the Phase changes, whether by purchase/sale, foreclosure, or otherwise, the new owner(s) shall have any and all rights, privileges, and obligations associated with the Water Credits.

This Dedication is not accepted by the City until the City Planning and Zoning Administrator and the City Recorder have signed the Dedication.

DEDICATOR

By:

Date

GRANTSVILLE CITY

City Planning and Zoning Administrator

Date

City Recorder

Date

Exhibit 1 to Dedication of Water Credits
[Legal Description of Phase]

EXHIBIT D

WATER DEDICATION REQUIREMENTS

Land Use Definitions

- Single Family Residential — single family homes only
- Multi-Unit Residential — townhomes, apartments, condos, etc.
- Non-Residential — commercial, industrial, church, school, etc.
- Category 1 — single family homes
- Category 2 — all development that does not fall under Category 1

Indoor Drinking Water Requirements

- Single Family Residential: 0.218 ac-ft per Dwelling unit
- Multi-Unit Residential: 0.120 ac-ft per Dwelling unit
- Non-Residential: 0.00908 ac-ft per fixture unit

Outdoor City Water Requirements

1. No Waterwise Landscaping
 - Category 1 = (lot size,¹ acres) x (0.64) x (3.33 ac-ft/irr. ac)
 - Category 2 = (irrigated area, acres) x (3.33 ac-ft/irr. ac)

Typical Residential Lot Sizes (No Waterwise Landscaping)

Residential Lot Size	Outdoor Water Right Requirement (ac-ft)
7,000 sq ft	0.34
8,000 sq ft	0.39
10,000 sq ft	0.49
14,000 sq ft	0.68
1/2 acre	1.07
2/3 acre	1.42
3/4 acre	1.60
1.0 acre	2.13
> 1.0 acre	2.13

2. Waterwise Landscape Front Yard Only
 - Category 1 = (lot size,¹ acres) x [(0.18) x (2.28 ac-ft/irr. ac) + (0.46) x (3.33 ac-ft/irr. ac)]
 - Category 2 = (front yard irrigated area, acres) x (2.28 ac-ft/irr. ac) + (remaining irrigated area, acres) x (3.33 ac-ft/irr. ac)

¹ Lot size capped at 1 acre (any lots larger than 1 acre would still use 1 acre in the equation)

* 1 acre = 43,560 square feet

Typical Residential Lot Sizes (Waterwise Landscape Front Yard Only)

Residential Lot Size	Outdoor Water Right Requirement (ac-ft)
7,000 sq ft	0.31
8,000 sq ft	0.36
10,000 sq ft	0.45
14,000 sq ft	0.62
1/2 acre	0.97
2/3 acre	1.29
3/4 acre	1.46
1.0 acre	1.94
> 1.0 acre	1.94

3. Waterwise Landscape Entire Lot

Category 1 is not allowed a reduction for the entire lot

Category 2 = (irrigated area, acres) x (2.28 ac-ft/irr. ac)

**Based on Utah State Standards. Assumes Residential total irrigated area = 64% of lot size. Average residential front yard irrigated area = 18% of lot size, 60% irrigation efficiency, waterwise landscaping includes 35% turf.*

Example Calculations

Development Information	Indoor Water Right Requirement	Outdoor Water Right Requirement
Single family home, 8,000 sq ft lot, no waterwise landscaping	= $0.218 \times 1 = \mathbf{0.218}$ ac-ft	= $(8,000 / 43,560) \times 0.64 \times 3.33 = \mathbf{0.39}$ ac-ft
Single family home, 2 acre lot, waterwise landscape front yard only	= $0.218 \times 1 = \mathbf{0.218}$ ac-ft	= $1 \times [(0.18 \times 2.28) + (0.46 \times 3.33)] = \mathbf{1.94}$ ac-ft
Townhome, 2 units, 14,000 sq ft lot, 1,000 sq ft irrigated area waterwise landscaping	= $0.120 \times 2 = \mathbf{0.24}$ ac-ft	= $(1,000 / 43,560) \times 2.28 = \mathbf{0.05}$ ac-ft
Apartment building, 50 units, 1/4 acre irrigated area, waterwise landscaping entire lot	= $0.120 \times 50 = \mathbf{6.00}$ ac-ft	= $1/4 \times 2.28 = \mathbf{0.57}$ ac-ft
Commercial building, 30 fixture units, 5,000 ft irrigated area, no waterwise landscaping	= $0.00908 \times 30 = \mathbf{0.27}$ ac-ft	= $(5,000 / 43,560) \times 3.33 = \mathbf{0.38}$ ac-ft
Industrial warehouse, 40 fixture units, 1/2 acre irrigated area (1/8 acre front yard), waterwise landscaping front yard only	= $0.00908 \times 40 = \mathbf{0.36}$ ac-ft	= $1/8 \times 2.28 + 3/8 \times 3.33 = \mathbf{1.53}$ ac-ft

Agenda Item # 6

Consideration of Ordinance 2025-42
Amending Chapter 6 Of Grantsville City
Municipal Code Regarding Cemetery
Regulations



**GRANTSVILLE CITY
ORDINANCE NO. 2025-42**

**AN ORDINANCE OF GRANTSVILLE CITY AMENDING CHAPTER 6 Of
GRANTSVILLE CITY MUNICODE REGARDING CEMETERY REGULATIONS**

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

WHEREAS, the City Council of Grantsville City (“City”) has previously adopted Chapter 6 of the Grantsville City Municipal Code to establish cemetery regulations governing the operation, maintenance, and administration of the Grantsville City Cemetery; and

WHEREAS, the City Council finds it necessary and appropriate to update and amend Chapter 6 in order to (i) improve clarity, (ii) ensure consistency with current cemetery operations, (iii) provide updated standards for maintenance, interment practices, and markers, and (iv) protect the health, safety, and welfare of the public; and

WHEREAS, the City Council has determined that amending Chapter 6 will promote the efficient and respectful management of cemetery grounds and provide clear expectations for cemetery use and conduct.

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

Section 1: Exhibit “A” includes the proposed changes to Chapter 6 “Cemeteries”.

Section 2: The purpose of this Chapter is to establish rules and standards for the ownership, use, operation, and maintenance of the Grantsville City Cemetery, and to ensure that the cemetery is maintained as a safe, respectful, and orderly place of rest.

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
_____DAY OF_____2025.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

By Mayor Neil Critchlow

ATTEST

Alicia Fairbourne, City Recorder

Approved as to Form:

Tysen J. Barker, Grantsville City Attorney

Exhibit “A”

6-1-1 Definitions

As used in this Chapter, the following words and phrases shall be defined as set out in this section unless the context clearly requires otherwise:

- A. Burial shall mean the opening and closing of a grave for the interment or inurnment of human remains.
- B. Cemetery shall mean any cemetery owned or maintained by the City for the purpose of receiving human remains.
- C. City shall mean the City of Grantsville.
- D. Disinterment shall mean the removal from an interment space of human remains.
- E., Human Remains shall mean either the body of a deceased human or the cremated body of a human.
- F. Lot shall mean a grave site in the cemetery owned by the City.
- G. Lot Owner or Purchaser shall mean the purchaser of burial rights or privileges evidenced by a Burial.
- H. Cemetery Registrar shall mean the person appointed by the **Mayor** (**City Manager**) whose duty it is to keep all of cemetery and the burial records of the City, including the issuance of burial rights certificates, burial and disinterment permits and maintenance of the cemetery plat.
- I. Sexton shall mean the Public Works Director.

J. Resident is a former citizen of Grantsville City who can show through a preponderance of the evidence that they have lived in Grantsville City at some point in their life or who owns or has owned real property within Grantsville City's boundaries.

K. Interment shall mean the act of burying a dead person.

L. Inurnment shall mean to put into an urn, especially ashes after cremation, to bury.

M. Infants shall be a child who is **two (2) years of age or younger (under 3 years of age).**

6-1-4 Duties of Sexton

A. The City Sexton under the direction of the **Mayor and City Council (City Manager)** shall have entire control and superintendence of the City Cemetery, and shall perform such other duties in relation to cemeteries as may be hereafter provided by the laws of the State of Utah or by ordinance, order or resolution of the City Council.

B. The Sexton shall keep in proper repair the enclosure around the said cemetery (**and prevent its being entered by animals,**) and so far as practical shall prevent the destruction of or defacing of any tablet or marker placed or erected therein. They shall have charge of a duplicate plat of the cemetery and shall, at the request of any person wishing to purchase a burial right of any of the lots or parts of lots, point out any of the lots or parts of the lots unoccupied and available; and upon the disposal of any lost, or part thereof, shall notify the Cemetery Registrar of the fact. After payment of the appropriate burial right fee to the City Treasurer, the Cemetery Registrar shall have the duty of preparing a Burial Right Certificate.

C. It shall be the duty of the City Sexton to perform those duties required by law and this Chapter.

D. The Sexton shall direct the care of the cemetery generally, which shall include, but is not limited to mowing of all lots and graves at reasonable intervals, also resodding, seeding and filling in sunken graves, sodding of the surface of graves to lot level, removing dead flowers and trimming trees and shrubbery when necessary, raking and cleaning the lots, but shall not include repair or replacement of markers **(or)** memorial structures of an(y) nature, except when the need for repair or replacement is directly caused by Grantsville City.

E. The Sexton shall, whenever required, furnish the true lines of any lots according to official survey, and shall prevent and prohibit any marking of the same save and except by official landmarks, and shall prevent and prohibit any grading thereof that might destroy or interfere with the general slope of the land.

F. It shall be the duty of the City Sexton to see that the owners of lots within the cemetery obey all rules and regulations made by the City Council in regard to the care of said lots and in regard to the erection of fences or other obstructions and to enforce all other regulations herein provided; **he (the Sexton)** shall keep the streets, alleys, walks and avenues in said cemetery in good order and unobstructed, so that every access can be had to any lot; **he (the Sexton)** shall supervise the placing of markers, and if any person shall fail to comply with this ordinance, or rule or resolution passed pursuant thereto, or the instructions of the Sexton, the Sexton shall make the necessary corrections at the expense of the person owning or interring in said lot.

G. Whenever a Burial Right Certificate for a lot reverts to the City, as provided in this Chapter or pursuant to State law, and before new certificates are issued covering said lot, the original certificate shall be cancelled, a new certificate given, and the record so changed by the Cemetery Registrar and Sexton.

H. The City Sexton is hereby empowered, with the approval of **the Mayor and the City Council, (City Manager or Designee)**, to make and enforce such other reasonable rules and regulations for the proper care and protection of the cemetery not in conflict with the provisions of this ordinance.

6-1-5 Duties of Cemetery Registrar

The **Mayor (City Manager)** shall designate a Cemetery Registrar for the City. The City Cemetery Registrar shall work under the direction of the **Mayor (Sexton)** and shall have the duty of preparing and maintaining a current and accurate record of lots available, sold, and **(those)** which have remains interned. The City Cemetery Registrar shall be in charge of the sale of all spaces in the City's Cemeteries. Upon sale of a space(s), the City Cemetery Registrar shall provide the purchaser a purchase receipt of the financial transaction, a Purchase Receipt of Cemetery Lot(s), a map of the space(s) sold indicating their location, and a deed for said space(s). Upon the necessity of an internment, the City Cemetery Registrar shall require an Application for Burial. All of these documents shall be recorded in a record kept for that purpose by the Registrar. Cemetery registrar shall prepare and file an annual report of annual total lots sold, annual total residential lots sold, annual total non-residential lots sold, annual total of half lots sold, annual total infant lots at no charge, and annual total of infant lots sold.

6-1-6 Hours and Children to be Accompanied by Adults

It shall be unlawful for any person other than City employees performing their duties to be in the cemetery between the hours of 10:00 p.m. and 6:00 a.m. without the previous consent of the Sexton. **Children under the age of fourteen (14) years shall not be allowed in cemeteries unless accompanied by their parents or other adults. (Unaccompanied minors shall not be allowed in cemeteries)** except for attending authorized funerals or in the company of adults placing flowers on the grave of a deceased relative or friend or performing any other customary evidence of respect in accordance with their principles.

6-1-13 Grave Markers

All headstones or grave markers in any cemetery shall be restricted as to the size and general make-up. All grave markers shall be installed under the direction of the City. **Within 90 days after the interment, (T)**he owner of any burial rights or relatives of deceased persons buried in any lot shall place or cause to be placed upon the grave a suitable grave marker with the name of the deceased plainly inscribed thereon. **If any person does not comply with this requirement, the City may install a grave marker to identify the deceased and recover the costs of such installation from the estate of the deceased or the responsible party. **(Temporary markers can be used for the first 90 days after the interment as long as they do not interfere with maintenance and are not a safety concern.)****

A. Number. Only one grave marker per lot shall be permitted. Upon approval of the Sexton **or City Council**, an additional headstone may be permitted for military and first responders.

B. Size. All grave markers, except those grave markers for lots in sections A-1 and A-2, shall be placed on a granite base or a poured concrete foundation at least 6 inches (6") thick. In those areas permitted for raised markers, such markers shall not exceed 36 inches (36") in height above the lawn. The City Sexton shall not permit a grave marker to be installed that does not meet the specifications listed in this subsection.

Sections AA-OO East and West of the Gazebo and Section P-Z - All lots are 4' x 8'.

Single Lots - 40" concrete base with a 4" mow strip allows for a 28" headstone.

Double Lots - 80" concrete base with a 4" mow strip allows for a 68"

headstone.

Double Deep Lots - 40" concrete base with a 4" mow strip allows for a 28" headstone.

Section B and C - All lots are 5' x 10'.

Single Lots - 40" concrete base with a 4" mow strip allows for a 28" headstone.

Double Lots - 80" concrete base with a 4" mow strip allows for a 68" headstone.

Double Deep Lots - 40" concrete base with a 4" mow strip allows for a 28" headstone.

C. Section A-1. for infant burials Headstone markers and monuments in Section A-1 shall be required for all burial sites and shall be no taller than 18 inches (18") or wider than 24 inches (24") with a 4 inch (4") mow strip.

D. Section A-2 for cremation burials. Headstone markers and monuments in Section A-2 shall be required for all burial sites and shall be no taller than 18 inches (18") or wider than 18 inches (18") a three inch (3") mow strip. Total width not to exceed 26 inches (26").

E. Other Markers. There shall be no markers, monuments or structures placed upon any lot other than those provided for in this Chapter.

F. Variance. Any person who wishes to seek a variance to the restrictions to grave markers as outlined herein shall be able to request a variance which may be granted by the City Council based upon the Council's findings. The Council may require other restrictions or stipulations that it finds necessary to allow for a variance to the restrictions herein.

6-1-14 Private Improvements Prohibited; Survey And Marking of Lots

A. Private Improvements to Lots Prohibited. It shall be unlawful for any person to erect or maintain any structure, fence, corner post, coping, or hedge of any kind upon any lot, street, or driveway in the cemetery, or grade the ground or land thereof. The City shall, upon request, furnish the boundary lines of lots. The City shall prohibit landmarks and any grading that might destroy or interfere with the general slope of the land.

B. Plantings. It shall be unlawful for any person to plant shrubs, trees, lawns, flowers, etc., place decorative stones, place monuments or markers, or other permanent items or structures upon any lot in the cemetery without approval and direction from the **City (Sexton)**.

C. Decorations. All grave decorations or arrangements, real or artificial, shall be allowed until such time as they become faded, worn, weathered, or otherwise unsightly after which they will be removed and disposed of by cemetery personnel.

1. Glass, porcelain, or other breakable containers are not allowed.

2. Any object(s) not kept on the headstone will be removed and disposed of by cemetery personnel. If a grave decoration is blown off a headstone, cemetery personnel will make every effort to place that decoration on the proper headstone, but if the decoration's location cannot be determined, it will be disposed of.

3. Exceptions:

a. Beginning 12:00 a.m. the **Friday (Thursday)** before Memorial Day until 11:59 p.m. the Sunday following Memorial Day, grave decorations will be allowed anywhere

on the burial lot. The first Monday following Memorial Day, all grave decorations will be removed and disposed of by cemetery personnel. Anyone wanting to keep their decoration(s) shall remove them before 11:00 p.m. the Sunday following Memorial Day.

b. All grave decorations or arrangements, real or artificial, associated with any other specific holiday (themed decorations) shall be removed and disposed of by cemetery personnel no earlier than seven days following such holiday.

c. November 1st through March **15th (1st)**

(1) Winter wreaths and other artificial decorations are permitted during this time. All decorations including metal hooks or holiday decorations must fit within the lot boundaries and cannot exceed 36" in height. Decorations with spikes, stakes, or sharp edges are prohibited and will be removed immediately.

(2) We cannot be responsible for damage caused to decorations or decoration holders due to cold during the winter months.

(3) All winter decorations not removed by March **15th (1st)** will be collected and disposed of by cemetery personnel.

4. Once removed from the burial lot, grave decorations are disposed of and will not be saved or kept at the cemetery.

D. Funeral Decorations. Funeral decorations will be allowed anywhere on the burial lot for a seven (7) calendar day period immediately following a burial. Anyone wanting to keep any decorations shall remove them before the seven (7) day period expires.

E. Other Objects. For safety reasons, objects such as wires, sticks, pegs, pinwheels, **or iron rods** are not permitted and will be removed and disposed of by cemetery personnel. The only exception(s) to this are for funeral decorations and Memorial Day decorations. **(Metal hooks or rods that are placed next to the headstone and are turned toward the headstone are allowed so long as they are not a safety concern and they don't interfere with sprinklers, mowing, or maintenance.)**

F. Damage/Theft. The City shall not be responsible or liable for flowers, grave decorations, or other personal property left on the headstone, on the burial lot, or anywhere at the cemetery. Moreover, the City may recover costs of removal of non-compliant markers, decorations, or other objects from the estate of the deceased or the responsible party.

6-1-16 Registration of Burials and Disinterment

The **Mayor (Sexton)** shall designate a Cemetery Registrar for the City. Before burying any dead in the cemetery, or before disinterring the body or cremated remains of any person who has been buried therein, the relatives or other persons having charge of the body shall be required to furnish in writing to the Registrar a statement of death, which shall be recorded in a record kept for that purpose by the Registrar. The statement shall include the name of the decedent, when and where born and parents names, if known, the date and location of death and the cause thereof, together with the name of the attending physician or medical examiner, the name and address of the funeral director or other person requesting the interment, and the number of the grave, lot, block and plat where said person is to be buried. The Registrar shall also record the name, burial space and date of disinterment and the place of destination if disinterred and transferred beyond the limits of the Grantsville City Cemetery. These records shall be open to public inspection.

6-1-19 Burial of Indigents

A portion of the cemetery may be designated for the burial of indigents. Whenever it is determined by the **Mayor (City Manager)** that any resident of Grantsville City who has died, who does not have funds or an estate sufficient to pay the cost of a burial right in the cemetery, and whose nearest relative or representative desires to have the body of such deceased interred in the cemetery, the **Mayor (City Manager)** may grant a burial right for such deceased person at no cost. All strangers without known relatives or funds who die in the City may be accorded the same privilege.

6-1-20 Infant Burials

A portion of the cemetery may be reserved for the burial of infants (children under **two (three)** years of age). Spaces designated for this purpose shall be one half the size of regular spaces. The right to use infant burial sites one-half the size of regular burial sites shall be sold for a fee established by Resolution of the City Council. Vaults used in this area shall be a maximum of seventy (70) inches in length. Two infants may also be buried in one regular cemetery space with the permission of the owner of the burial right.

6-1-21 Animals Prohibited

No animal shall be allowed in the cemetery except in the confines of a vehicle. This section does not apply to service dogs who are accompanying persons with disabilities, unless the dog is a danger or nuisance to others as specified by Section 62A-5b-104, U.C.A., 1953 as amended.

6-1-25 Duties of Cemetery Registrar

The Mayor shall designate a Cemetery Registrar for the City. The City Cemetery Registrar shall work under the direction of the Mayor and shall have the duty of preparing and maintaining a current and accurate record of lots available, sold, and which have remains interned. The City Cemetery Registrar shall be in charge of the sale of all spaces in the City's Cemeteries. Upon sale of a space(s), the City Cemetery Registrar shall provide the purchaser a purchase receipt of the financial transaction, a Purchase Receipt of Cemetery Lots, a map of the space(s) sold indicating their location, and a deed for said space(s). Upon the necessity of an interment, the City Cemetery Registrar shall require an Application for Burial. All of these documents shall be recorded in a record kept for that purpose by the Registrar.

6-1-26 (25) Purchase of Right of Internment

The Cemetery Registrar shall make available for purchase the right of internment at any of the city owned cemeteries at a rate consistent with the provisions contained herein. The right of internment shall be paid in full at the time of purchase, no right of internment shall be held for future purchase or be allowed to be purchased on any form of installment payments.

Agenda Item # 7

Council Reports

Agenda Item # 8

Adjourn