



October 5, 2026

**City Council Meeting
Information Packet**

Agenda Item # 1

Public Comment

Agenda Item #2

Summary Action Items

- a. Approval of Minutes from the
September 2, 2026 City Council
Regular Meeting
- b. Approval of Minutes from the
September 16, 2026 City Council
Regular Meeting
- c. Approval of bills



September 2, 2026
City Council Regular
Meeting Minutes
(DRAFT)



September 16, 2026
City Council Regular
Meeting Minutes
(DRAFT)

Agenda Item #3

Introduction of FKKR, the consultant selected to assist Grantsville City with the General Plan Update, and presentation regarding the General Plan Update process



Grantsville General Plan Update Process

CITY COUNCIL

OCTOBER 05, 2026

Project Objectives



Update Grantsville City's General Plan to address current growth patterns and pressures while considering strong community traditions and a small-town character.



Structure and calibrate the plan to reflect a clear understanding of the community, its evolution, and its framework for the future with clear implementation strategies.



Create a shared community vision by facilitating a robust community engagement process, with a combination of online and in-person opportunities that reach both long-term and newer residents of Grantsville City.

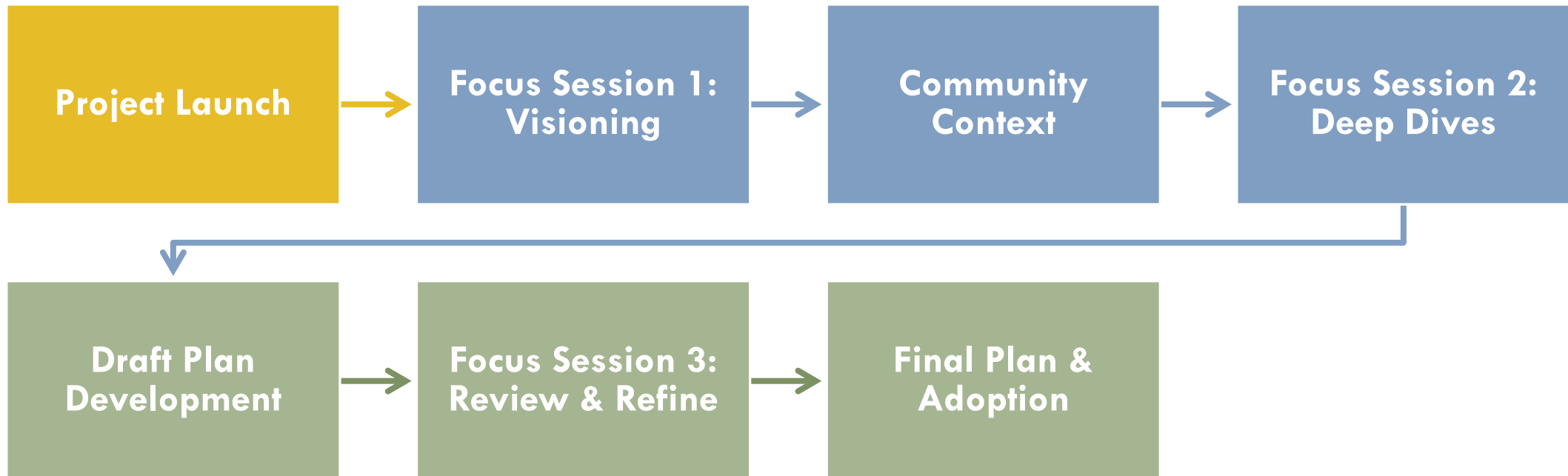


Align future land use with transportation capacity, active transportation, water use, infrastructure, parks, public facilities, and fiscal considerations.



Develop clear policy direction to support fiscally responsible development and address future annexation areas.

Plan Process



Community / Stakeholder Outreach: 3 Focus Sessions



Identify and confirm key themes and priorities for Grantsville City

[Community Survey; Tabling at Community Events]



Deep Dives

Dive into the details of key priorities for specific areas & topics

[Focus Groups/ Neighborhood Meetings]



Review & Refine

Gather feedback and input on overall vision, policies, and framework of the Draft Plan

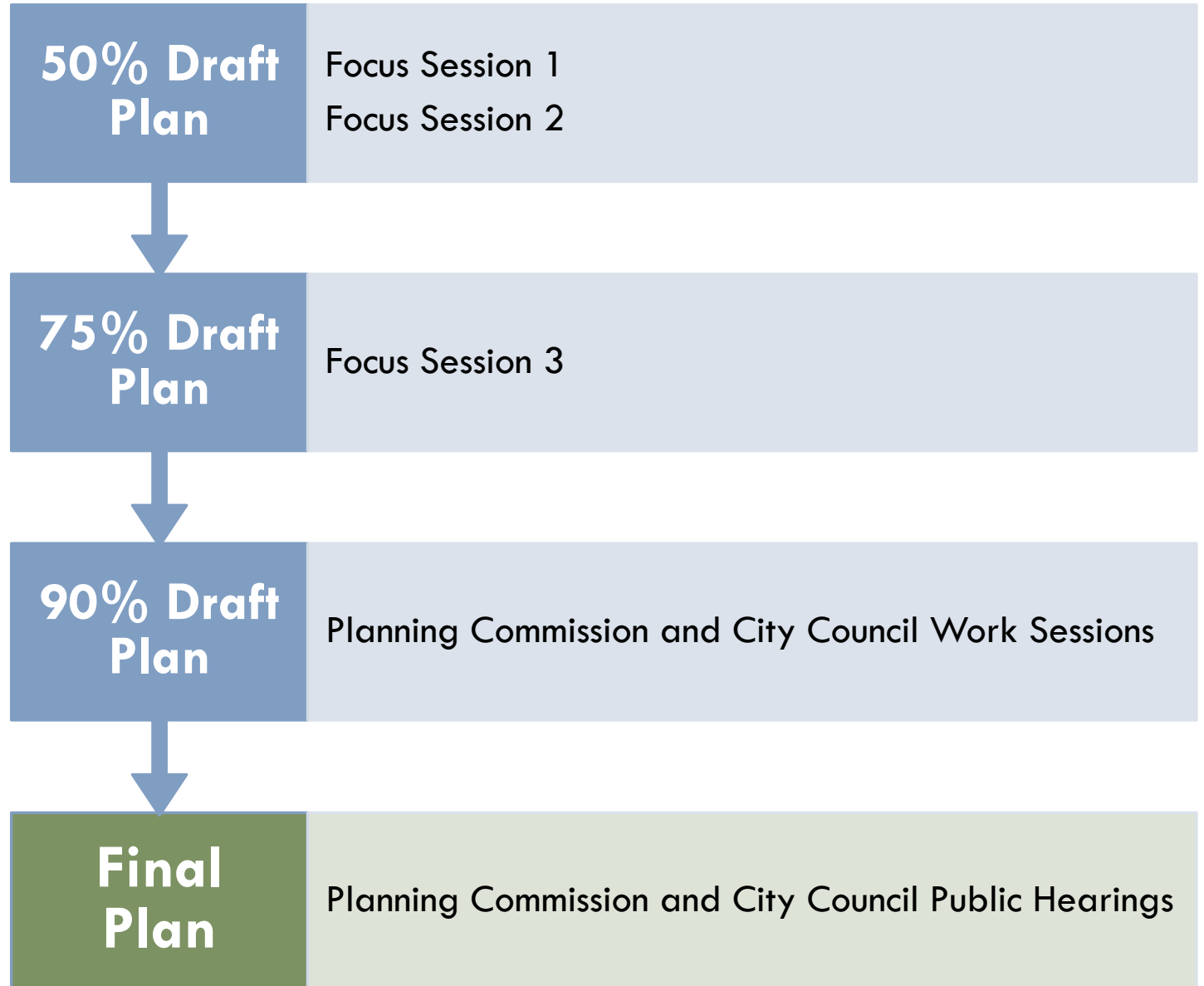
[Town Hall/Open House]



Focus Session Structure



Draft Plan *to* Final Plan





Questions?

Photo by Katie Mathis

Agenda Item # 4

Consideration of Resolution 2026-63
approving an Energy Brokerage &
Advisory Services Agreement between
Grantsville City Corporation and CIG
LLC for the Wastewater Treatment Plant
Capital Project



ENERGY BROKERAGE & ADVISORY SERVICES AGREEMENT

WASTEWATER TREATMENT PLANT CAPITAL PROJECT

ENERGY BROKERAGE, FEASIBILITY, UTILITY INCENTIVE APPLICATIONS, AND TAX CREDIT ADVISORY SERVICES

This Energy Brokerage & Advisory Services Agreement ("Agreement") is entered into effective as of _____, 2026 ("Effective Date") by and between Grantsville City Corporation, a Utah municipal corporation ("City"), and CIG LLC, a Utah limited liability company ("Consultant" or "Advisor").

Article 1 — PARTIES; EFFECTIVE DATE

I. Parties and Execution. This Agreement is made and entered into by and between Grantsville City Corporation, a Utah municipal corporation, and CIG LLC. The Effective Date shall be the date first written above following execution by all required parties.

Article 2 — CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

I. Incorporated Documents. The following documents are incorporated into and made part of this Agreement:

- **Agreement:** This Agreement, including all exhibits and attachments;
- **Attachment 1:** Scope of Services and Deliverables;
- **Exhibit A:** Compensation Structure, Fee Schedule, and Phased Authorization Requirements;
- **Exhibit B:** Insurance Requirements and Endorsements;
- **Exhibit C:** Reporting Requirements, Distribution Lists, Notice Contacts, Phase Authorization Procedures, and Escalation Procedures.

II. Order of Precedence. In the event of conflict between contract documents, the order of precedence shall be: (1) this Agreement, and (2) Attachment 1 (Scope of Services and Deliverables). Notwithstanding the foregoing, Exhibit A shall control with respect to compensation, rates, and payment terms.

Article 3 — SCOPE OF SERVICES

I. General Scope. Consultant shall provide energy brokerage, consulting, and advisory services to the City in connection with the Grantsville City Wastewater Treatment Plant ("WWTP") Capital Project. The specific parameters, components, and technical boundaries of the scope shall be set forth in Attachment 1.

II. Phased Project Structure. The Scope of Services is organized into distinct project phases as detailed in Attachment 1. Each phase functions as an incremental go/no-go decision stage. The City retains sole discretion to authorize, decline, pause, or terminate services at the conclusion of any phase without penalty, liability, or obligation to proceed to any subsequent phase.



III. Phased Scope Execution. Consultant shall execute services strictly in accordance with the task breakdowns, technical requirements, compliance protocols, and deliverables outlined for each phase in Attachment 1. The City and Consultant agree to coordinate in good faith regarding project activities to evaluate and utilize City staffing resources where possible, practical, and aligned with operational needs to reduce overall project costs to the City.

Article 4 — PHASED AUTHORIZATION & GO/NO-GO CONDITIONS

I. Independent Phases; No Automatic Progression. Completion of any phase creates no obligation, expectation, or entitlement to perform services in subsequent phases. The City retains sole discretion to authorize, decline, pause, or terminate services at any phase conclusion.

II. Written Notice to Proceed Required. Consultant shall not commence work on, or bill for, any subsequent phase services without a formal written Notice to Proceed ("NTP") signed by the City Manager or authorized designee.

III. Form and Delivery of NTP. NTPs must be in writing and sent via electronic mail or physical notice detailing the authorized phase, scope subset, budget, and specific terms.

IV. Termination or Pause at Phase Conclusion. The City may terminate this Agreement or pause services indefinitely at any phase conclusion without cause or penalty. The City shall pay only for services actually performed and accepted through the completed phase.

V. Consultant Acknowledgment. Consultant acknowledges the material nature of the phased structure and waives any claim for anticipated fees, lost profits, or consequential damages arising from non-progression.

VI. **Change Orders.** The Parties may modify the scope, deliverables, schedule, or authorized cap of any phase by written change order signed by the City Manager and Consultant. A change order may be issued for City-directed changes in scope or deliverables; changes in regulatory, utility program, or permitting requirements materially affecting the work; delays outside Consultant's control; reallocation of tasks between the City and Consultant under Article 3.III; or exhaustion of a phase cap due to circumstances not reasonably foreseeable at authorization. A change order constitutes prior express written authorization. Consultant shall not perform, and the City shall not be obligated to pay for, services beyond an authorized phase cap absent an approved change order.

Article 5 — PERFORMANCE STANDARDS

I. Professional Standard of Care. All services shall be performed in accordance with the degree of care and skill ordinarily exercised by qualified energy consultants and advisors under similar circumstances.

II. Compliance with Applicable Requirements. Services must comply with all applicable federal, state, and local statutes, regulatory guidelines, grant terms, utility tariffs, and Utah municipal procurement laws.

Article 6 — COMPENSATION



I. Compensation Structure. Compensation shall be determined in accordance with the fee structure, rates, caps, and payment terms set forth in Exhibit A. Total compensation under this Agreement for Phases 1 through 3 shall not exceed \$400,000.00 inclusive of all engineering fees and subject to reduction for mutually agreed City staff task allocations.

II. Phase-by-Phase Compensation. The City's financial liability for each individual phase shall be capped as specified in Exhibit A and formally authorized in writing via Notice to Proceed. No compensation shall be due or earned for any phase or task performed without prior express written authorization. Phase 1 fees (\$24,018.75) under the Letter of Engagement dated June 8, 2026 are included within and capped under Tranche 1 as set forth in Exhibit A.

III. Invoicing Requirements. Invoices shall be submitted monthly and billed based on actual time worked measured in fifteen-minute (0.25-hr) increments at the fixed hourly rate of \$225.00/hr. Invoices must detail: phase designation, specific tasks/deliverables completed, dates/hours worked (billed at the fixed hourly rate of \$225.00/hr), a brief description of tasks performed, itemized reimbursable expenses, and cumulative phase budget summaries. Under no circumstance may Consultant bill for more than the Not-To Exceed amount of each respective Tranche without prior written approval of the City.

IV. Payment Terms. Undisputed monthly invoices shall be processed and paid within thirty (30) days of receipt. Under Tranche 2 (Phase 3), any payments shall be subject to a ten (10%) completion holdback withheld by the City from each monthly disbursement. Accumulated holdback funds for Tranche 2 shall be due and payable to Consultant in full upon either: (a) final completion and acceptance of all Phase 3 deliverables, or (b) cancellation or termination of Phase 3 or the Agreement by the City pursuant to Article 4 or Article 9. No holdback shall be withheld from Tranche 1 invoices or subconsultant pass-through payments.

Article 7 — BROKERAGE DISCLAIMERS & STANDARD OF CARE

I. Nature of Services; Advisory Relationship. Consultant is engaged solely for energy brokerage and advisory services. Consultant does not provide legal, tax, accounting, formal engineering, or underwriting advice. Final project decisions remain the sole responsibility of the City and its independent legal/financial advisors. Nothing in this Section releases Consultant from its obligation to perform all advisory, modeling, and management tasks set forth in Attachment 1 in accordance with Article 5.

II. Planning-Level Estimates; No Guarantees. All financial projections, grant estimates, demand charge revenue models, and tax credit advice are planning-level estimations subject to external market, operational, and regulatory changes. Consultant represents that all such estimations shall be prepared using reasonable professional diligence.

III. No Guarantee of Outcomes. Consultant makes no warranty or guarantee regarding actual grant award amounts, regulatory/tax approvals or timelines, operational energy savings, contractor performance, third-party labor compliance, or utility interconnection costs.

IV. Not Legal or Tax Advice. Deliverables do not constitute legal or tax opinions. The City is responsible for engaging qualified bond and tax counsel.

V. Reliance on Third-Party Information. Consultant may rely on the accuracy of information provided by the City, utilities, equipment vendors, and public sources without independent verification duties unless



explicitly contracted or where reliance would be grossly negligent or unreasonable based on Consultant's expertise.

Article 8 — INSURANCE

I. Required Coverage. Consultant and any subconsultant, including the Engineering Subconsultant shall maintain: Commercial General Liability; Professional Liability (Errors & Omissions); Workers' Compensation (statutory limits); and Hired and Non-owned Automobile (HNOA) Liability.

II. Additional Insured. Grantsville City Corporation shall be named as an additional insured on general liability policies.

III. Certificates. Certificates of Insurance (A- VII rated or better) must be provided prior to commencement of work.

Article 9 — TERM AND TERMINATION

I. Term & Completion Schedule. Effective as of the execution date. Services shall be performed in accordance with the schedule specified in Attachment 1.

II. City Termination for Convenience. The City may terminate the Agreement or any phase for convenience upon fifteen (15) days' written notice. Consultant shall be paid for authorized services performed, and accepted through the termination date, including all accrued 10% holdback funds collected up to the date of termination. Services shall be deemed accepted unless the City delivers written objection specifying the deficiency within ten (10) business days of invoice; acceptance shall not be unreasonably withheld.

III. City Termination for Cause. The City may terminate immediately for cause upon written notice if Consultant materially breaches the Agreement (and fails to cure within fifteen (15) days), becomes insolvent, or engages in fraud or gross negligence.

IV. Consultant Termination. Consultant may terminate for cause upon thirty (30) days' written notice if the City materially breaches and fails to cure. Consultant may also terminate this Agreement for convenience upon sixty (60) days' written notice, or ninety (90) days' written notice during Phase 3, conditioned upon orderly transition, including delivery of all work product and in-progress materials, a written status memorandum, and reasonable transition assistance to the City or its designee during the notice period at contract rates.

Article 10 — CHANGES; AMENDMENTS; CHANGE ORDERS

I. Written Amendment Required. Modifications to scope, budget, timeline, or terms require a written instrument signed by both parties.

Article 11 — PERSONNEL; SUBCONTRACTORS; ASSIGNMENT

I. Qualified Personnel. Consultant shall assign personnel possessing demonstrated expertise in energy advisory services. Key personnel shall not be replaced without prior written City approval.



II. Subcontracting & Assignment. Subcontracting or assignment of any portion of the services requires prior written City approval. The engineering firm selected by Consultant must be approved in writing by the City Manager, and the underlying subcontract agreement must be reviewed and approved by the City Attorney prior to execution. All subcontracts with subconsultants shall require the subconsultant to maintain appropriate professional liability insurance, name the City as an additional insured, and indemnify both the City and Consultant for its professional errors, omissions, and negligent acts. Subconsultant pass-through fees shall be passed through to the City without administrative markup (0% markup). City consent for subconsultants does not waive City oversight or approval rights for replacement subconsultants.

Article 12 — INDEMNIFICATION

I. Scope. To the fullest extent permitted by Utah law, Consultant shall defend, indemnify, and hold harmless the City and its officers, officials, employees, and agents from third-party claims, liabilities, losses, or costs (including reasonable attorney fees) arising out of Consultant's negligent acts, errors, omissions, material breach, or willful misconduct.

II. Governmental Immunity. Nothing in this Agreement waives any governmental immunity to which the City is entitled under the Utah Governmental Immunity Act (Utah Code Ann. § 63G-7-101 et seq.).

Article 13 — OWNERSHIP OF WORK PRODUCT; RECORDS; AUDIT

I. Ownership. Deliverables, reports, financial models, and work product prepared for the City become City property upon payment. Any subconsultant contract/agreement must ensure that work product transfers directly to the City upon payment.

II. License for Pre-Existing IP. Consultant grants the City a perpetual, irrevocable, royalty-free, non-exclusive license to use, modify, and reproduce any pre-existing proprietary methodologies or templates incorporated into the work product.

III. Records Retention & Audit. Records must be retained for at least six (6) years. Records relating to statutory or regulatory compliance must be maintained in accordance with applicable governing audit standards.

Article 14 — PUBLIC RECORDS; CONFIDENTIALITY

I. GRAMA Compliance. Documents are subject to disclosure under the Utah Government Records Access and Management Act (Utah Code Ann. § 63G-2-101 et seq.) unless statutory exemptions apply. Proprietary information must be explicitly marked "CONFIDENTIAL".

II. Consultant Confidentiality. Consultant shall maintain strict confidentiality regarding City records, non-public data, and attorney-client communications.

Article 15 — DISPUTES; GOVERNING LAW; VENUE



I. Law & Venue. Governed by Utah law, with exclusive venue in Tooele County, Utah.

II. Informal Resolution. Parties agree to attempt good-faith informal negotiations before initiating formal legal proceedings.

Article 16 — REPRESENTATIONS AND WARRANTIES

I. Warranties. Consultant warrants authority, legal capacity, possession of required licenses, non-debarment, and complete written disclosure of any actual or potential conflicts of interest.

II. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

Article 17 — MISCELLANEOUS

I. Entire Agreement. This contract represents the full understanding between parties.

II. Force Majeure. Neither party is liable for failure to perform caused by events beyond reasonable control (excluding payment duties).

III. Relationship. Consultant is an independent contractor.

Article 18 — ATTACHMENTS AND EXHIBITS

- **Attachment 1:** Scope of Services and Deliverables
- **Exhibit A:** Compensation Structure, Fee Schedule, and Phased Authorization Requirements
- **Exhibit B:** Insurance Requirements and Endorsements
- **Exhibit C:** Reporting Requirements, Distribution Lists, Notice Contacts, Phase Authorization Procedures, and Escalation Procedures

Article 19 — SIGNATURE BLOCKS

GRANTSVILLE CITY CORPORATION

CIG LLC

By:

By:

Name: Heidi Hammond

Name:

Title: Mayor

Date: _____

Title:

By:

Date: _____



Name: Michael Resare

Title: City Manager

Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM:

Tysen Barker, City Attorney



ATTACHMENT 1 — SCOPE OF SERVICES AND DELIVERABLES

General Provisions. Consultant shall manage effort across tasks within each phase's authorized Tranche cap. Phase durations are expressed in months from Notice to Proceed and extend day-for-day for delays outside Consultant's control (including utility studies and approvals, permitting, City review periods, and Council calendar), with services continuing at contract rates within the applicable cap. Target commercial operation: December 2027 (planning target, not a contractual commitment). The City and Consultant shall coordinate in good faith throughout each Phase to identify tasks or operational activities where City staff can be practically deployed to control project costs. Any agreed reduction in Consultant's scope resulting from City staff performance shall be credited against and reduce the corresponding Phase Not-To-Exceed cap.

Phase 1: Project Development & Blue Sky Grant

Critical Deadline: Phase 1 concludes and is invoiced upon execution of this Agreement; no separate NTP is required (see Article 6.II).

Scope Tasks:

- Task 1.1 — Project development and feasibility: project sizing and configuration; economic analysis; incentive strategy (ITC Elective Pay; Blue Sky); go/no-go decision support.
- Task 1.2 — Blue Sky grant application: development and submission, including project narrative, budget, and preliminary project scope and materials.
- Task 1.3 — Award support: RMP coordination through award; City Council agreement and Phase 2 go/no-go support.

Deliverables:

1. Project feasibility and economic analysis; City Council presentation to evaluate project and pursue Blue Sky Grant
2. Blue Sky grant application (submitted; \$1,250,000 awarded)
3. City Council Blue Sky acceptance discussion and Phase 2 go/no-go presentation

Phase 2: Advanced Engineering, Procurement & Construction Authorization

- **Critical Deadline:** Approximately eight (8) months from NTP (supports December 2027 target commercial operation).

Scope Tasks:

- Task 2.1 — Mobilization and long-lead applications: engineering subconsultant selection (subject to approval of the City Manager); RMP interconnection review; Wattsmart Battery pre-approval and custom incentive offer initiation.
- Task 2.2 — Design management and milestone reviews: design-basis memorandum; weekly design coordination meetings; 30/60/90% design reviews with written comment letters; decision memos to the City.



- Task 2.3 — Utility and interconnection: study-phase technical responses; facilities and metering coordination; negotiation of Wattsmart custom incentive offer technical terms (committed capacity, dispatch protocols, telemetry and interval-data requirements).
- Task 2.4 — WWTP integration and site coordination: electrical interface and point of interconnection with the WWTP project; shared site infrastructure; construction sequencing; plant load data for battery dispatch modeling.
- Task 2.5 — Permitting and AHJ coordination: fire marshal engagement; NFPA 855 siting and separation review; UL 9540A documentation; building and electrical permit strategy.
- Task 2.6 — Compliance and economic analysis: Direct Pay design decisions (1 MW AC prevailing wage threshold; domestic content bonus evaluation); financial model refresh at design milestones; budget tracking.
- Task 2.7 — Procurement package development: technical specifications; instructions to bidders; bid forms; contract terms; evaluation criteria; Wattsmart custom offer technical requirements incorporated as bidder performance guarantees with warranty-period remedies.
- Task 2.8 — Bid administration, evaluation, and award recommendation: pre-bid meeting and site walk; addenda; bid evaluation and leveling; reference checks; written award recommendation.
- Task 2.9 — EPC contract negotiation with the recommended bidder, in coordination with the City Attorney, producing an execution-ready contract for Council action.
- Task 2.10 — Construction go/no-go Council decision package and presentation: updated economics at actual bid pricing; EPC contract summary; funding summary; construction oversight plan; staff pre-briefings; formal Council presentation.

Phase 2 Consultant services: The Engineering subconsultant (licensed Utah PE firm serving as Engineer of Record, shall be contracted under a City approved subcontract and approved by the City Manager. Engineering subconsultant pass-through costs included within the Tranche 1 Not-To-Exceed cap.. All engineering deliverables are performed and stamped by the Engineer of Record.

Deliverables:

1. Wattsmart Battery custom incentive offer
2. 30/60/90% design review comment letters
3. Updated financial model
4. Complete procurement package
5. Written award recommendation and negotiated execution-ready EPC contract
6. Council go/no-go decision package

Phase 3: Construction & Project Completion

- **Critical Deadline:** Approximately nine to ten (9–10) months from EPC notice to proceed.

Scope Tasks:



- Task 3.1 — EPC execution and preconstruction: contract execution support; bonds and insurance verification; preconstruction conference; baseline schedule and schedule-of-values review; long lead time materials review and strategy.
- Task 3.2 — Construction oversight: submittal, RFI, and pay application review; schedule and quality oversight; site observation; RMP inspection and interconnection coordination; WWTP construction coordination; monthly progress reporting.
- Task 3.3 — Commissioning and acceptance: witness of commissioning and acceptance testing; performance verification; punch list management; substantial completion determination support.
- Task 3.4 — Revenue activation: Wattsmart Battery enrollment including telemetry commissioning and capacity demonstration with RMP; Blue Sky completion documentation package and \$1,000,000 disbursement request; Direct Pay support including IRS pre-filing registration, eligible cost-basis assembly, prevailing wage documentation as applicable, and coordination with City finance staff and auditors.
- Task 3.5 — Closeout and transition: record documents; warranty registry; O&M turnover and operator orientation; spare parts inventory; Phase 4 decision support to Council.

Phase 3 Consultant services: The Phase 3 cap is confirmed upon EPC award, when construction scope and schedule are fixed.

Deliverables:

1. Monthly progress reports
2. Commissioning and acceptance documentation
3. Blue Sky completion package and \$1,000,000 disbursement request
4. Wattsmart Battery enrollment
5. Direct Pay documentation package
6. Project closeout and transition records

Phase 4: Operations Oversight (Optional)

- **Critical Deadline:** Optional, at then-current contract rates.

Scope Tasks:

- Task 4.1 — Wattsmart performance management: dispatch-readiness and state-of-charge oversight of RMP event windows; telemetry uptime monitoring; availability tracking against the custom offer commitment; event performance review and corrective coordination.)
- Task 4.2 — Warranty and O&M oversight: warranty claims administration; latent defect identification; maintenance verification; O&M contractor coordination and maintenance window scheduling around program requirements.

Deliverables:

1. Annual performance report to Council; incentive payment reconciliation



EXHIBIT A — COMPENSATION STRUCTURE AND FEE SCHEDULE

(Fillable — Select applicable fee model and define fee caps/rates per phase)

I. Compensation Model & Billing Terms

Consultant shall bill the City monthly by itemized invoice reflecting actual hours worked in fifteen-minute (0.25-hr) increments at the hourly rate of \$225.00 per hour. Undisputed invoices shall be paid Net 30.

II. Tranche Payment Structure: Total compensation for project development through completion (Phases 1–3) shall not exceed \$400,000.00, inclusive of the engineering firm contracted amount. Compensation shall be paid out in two distinct Tranches as follows:

1. Tranche 1 (Work through Phase 2):
 - Not-To-Exceed Cap: \$250,000.00 (subject to reduction for mutually agreed City staff task allocations)
 - Scope & Inclusions: Covers all Consultant work and fees through Phase 1 and Phase 2, including the initial \$24,018.75 Phase 1 fee, all selection and direct contracted fees for the engineering firm (selected by Consultant with the approval of the City Manager), and all advisory support through the City Council go/no-go decision to advance to Phase 3.
 - Payment Terms: Monthly invoices shall be submitted for tracking and pass-through engineering payments. Final payout of accrued Consultant fees under Tranche 1 shall occur upon formal City Council action approving the go/no-go decision to advance to Phase 3.
2. Tranche 2 (Phase 3 Construction & Completion):
 - Not-To-Exceed Cap: \$150,000.00 (subject to reduction for mutually agreed City staff task allocations)
 - Scope & Inclusions: Covers all Consultant work and oversight during Phase 3 (Construction & Project Completion).
 - Completion Holdback: The City shall retain ten percent (10%) of each invoiced amount under Tranche 2 as a completion holdback (acting as a completion bond). Accumulated holdback funds shall be released to Consultant in full upon final completion of Phase 3 and acceptance of all Phase 3 deliverables by the City or in the event of cancellation/termination of Phase 3 or the project by the City. Tranche 1 payments are not subject to a holdback.
 - Payment Schedule: Undisputed monthly invoices (net of the 10% holdback) shall be processed and held for final payout upon full completion of Phase 3, unless otherwise authorized by the City Manager.

III. Subconsultant Fees: Engineering and specialist subconsultant fees shall be passed through to the City at direct actual cost without any administrative markup (0% markup). Passes-through



for the approved engineering firm shall be paid within thirty (30) days of receipt of proper invoice, funded within the \$250,000.00 Tranche 1 cap.

IV. Summary Table of Compensation Caps

Structure/Phase	Description	Fee Structure / Billing Basis	Authorized Not-To-Exceed Cap
Tranche 1	Work through Phase 2 (includes Phase 1 completed work, Phase 2 advisory, and engineering subconsultant contract)	Hourly (\$225/hr in 0.25-hr increments) & Direct Engineering Pass-Through - Net 30 (No Holdback)	
Tranche 2	Completion of Phase 3 (subject to 10% final completion holdback)	Hourly (\$225/hr in 0.25-hr increments) - Net 30 (Subject to 10% holdback payable upon completion/cancellation)	\$150,000.00 (subject to reduction based on mutually agreed City staff task allocations)
TOTAL (Phases 1-3)		Hourly (NTE cap)	
Phase 4 (optional)	Operations Oversight (optional)		\$30,000 per year

V. Mandatory Conflict-of-interest & Transparency Protocols

- Consultant must disclose any third-party financial interests, commissions, or referral fees.
- Consultant shall prioritize the City's best financial interests at all times and shall not accept undisclosed vendor commissions.

EXHIBIT B — INSURANCE REQUIREMENTS

- **Commercial General Liability:** \$1,000,000 per occurrence / \$2,000,000 aggregate.
- **Professional Liability (E&O):** \$1,000,000 per claim / \$1,000,000 aggregate.
- **Workers' Compensation:** Statutory limits per Utah Code Ann. § 34A-2-201, if applicable; Consultant may satisfy this requirement by evidence of exemption as a single-member entity with no employees.



- **Automobile Liability:** \$1,000,000 combined single limit, which may be satisfied by hired and non-owned automobile (HNOA) coverage.
- **Endorsements:** Additional Insured status on General Liability (ISO CG 20 10 or equivalent) and Waiver of Subrogation in favor of Grantsville City.

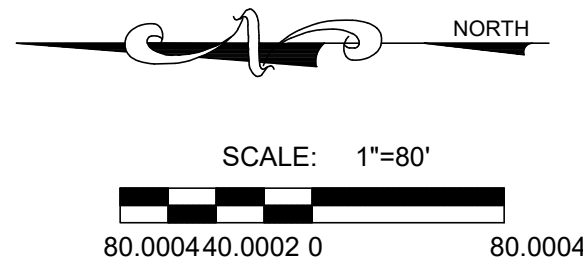
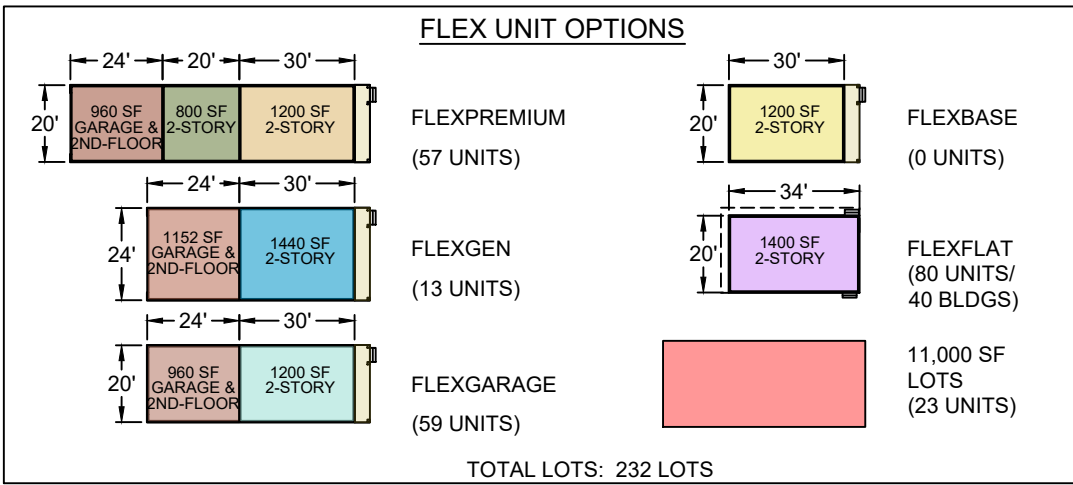
EXHIBIT C — REPORTING REQUIREMENTS

- **NTP Authorization Signatory:** Michael Resare, City Manager
- **Consultant Notice Contact:** William Comeau, Managing Member, CIG LLC, Layton, Utah; wjc234@gmail.com.
- **Monthly Reporting:** Consultant submits with each invoice a report of hours by task against the applicable phase budget. Reporting shall include monthly status report to track any active or upcoming tasks being handled in house by City staff to prevent overlap or double-billing.
- **Legal & Notice Address:** Grantsville City Corporation, Attn: City Manager / City Attorney, Grantsville, UT

Agenda Item # 5

Consideration of Ordinance 2026-27
approving the Alington Planned Unit
Development (PUD) located at
approximately 948 East Main Street (SR-
138) within the Mixed Use (MU) Zoning
District

ALINGTON SUBDIVISION
GRANTSVILLE, UTAH



LEI

CIVIL
STRUCTURAL
SURVEY

801-798-0555
www.lei-eng.com

NOT FOR
CONSTRUCTION

ALINGTON SUBDIVISION
GRANTSVILLE, UTAH
CONCEPT PLAN - STANDARD LOT EXTERIOR

REVISIONS

1	-
2	-
3	-
4	-
5	-
6	-

LEI PROJECT #:
2025-0018

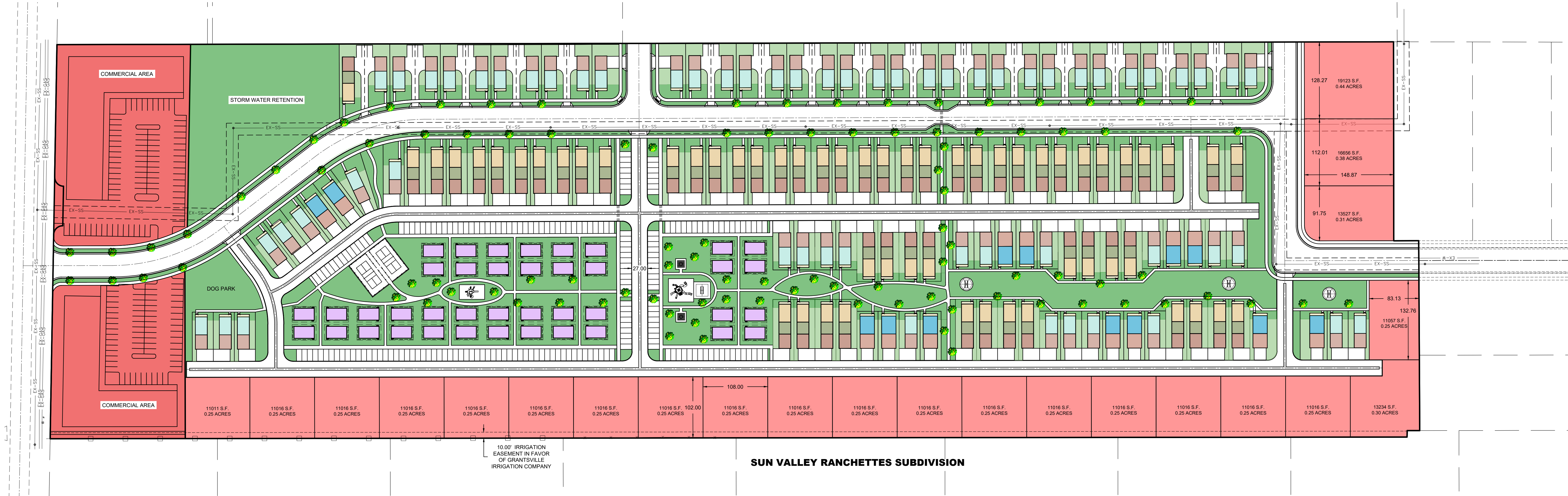
DRAWN BY:
BLS/MJV

DESIGNED BY:
GDM

SCALE:
1"=80'

DATE:
9/24/2026

SHEET
1



GLUDMC Zoning				Flex Home Alington PUD Proposed Deviations	
Base Code Items				FlexReady Product Proposal SF Homes 34.14 Acres	Townhome Designed Proposal
Chapter 4.34 Multi Unit Residential Development Attached DU		Chapter 19a Mixed Use District	Chapter 12 PUD	19a Mixed Use - Single Family (Detached)	Chapter 4.34 Multi Unit Residential Development Attached DU
Code Category	Code Detail	Code Detail	Code Detail	Application	Code Detail
Maximum DU Net density 34.14 AC	260.81 SF Attached	260.81 SF Attached and 156.48 SF Detached	CH 19a SF detached and 4.34 SF Attached	232 Units	40 MF Attached
Minimum Lot Size	2,400 sq. ft. for attached housing	4,000 SF for single family	CH 19a SF detached and 4.34 SF Attached	3,000 sq ft.	2,400 sq. ft. for attached housing
Minimun Lot Frontage	30 feet for attached housing	50 feet single family	CH 19a SF detached and 4.34 SF Attached	30 feet	30 feet for attached housing
Minimum Yard Setbacks				Minimum Yard Setbacks	
Front Yard	25 feet	25 feet	CH 19a SF detached and 4.34 SF Attached	15 feet to living space on Flex Ready Products 25 feet 1/4 lots.	
Rear Yard	20 feet	20 feet	CH 19a SF detached and 4.34 SF Attached	15 feet to living space on Flex Ready Products 25 feet 1/4 lots.	
Building to Building Spacing	30 feet		CH 19a SF detached and 4.34 SF Attached	10 feet	
Interior Side Yard				5 feet	
Corner Side Yard	25 feet on each side fronting street for sight triangle	25 feet for fronting street	CH 19a SF detached and 4.34 SF Attached	15 feet to living space or 20 feet to garage with sight triangle verification	25 feet on each side fronting street for sight triangle
Side setback to property boundry	15 feet	7.5/10 feet or 15 on both sides	CH 19a SF detached and 4.34 SF Attached	5 feet	
Open Space (part of common area)	10%	25% Landscaping Open Space	Minimum of 20% of the total project area to be used for landscaping or open space. Required stormwater facilities may not be considered as part of the minimum open space. projects containing a residential component containing more than 4 dwelling units, at least 10% of the total parcel acreage shall be improved, fully landscaped, amenity rich, active open space.	Complies using HOA landscaped and maintained area 6.36 Acres - 18.5% accept 1/4 acre lots	
Building Coverage		50%	50%	60%	50%
Parking				Parking	
Per Unit	2 per unit	CH 4.34 and 6 of GLUDMC	CH 4.34 and 6 of GLUDMC	2 per unit, CH 6 of GLUDMC, 1 per unit (first 10) than 0.5/unit, <200 ft away from units. 127 vistor stalls required	
RV parking	CH 6 of GLUDMC	CH 4.34 and 6 of GLUDMC	CH 4.34 and 6 of GLUDMC		
Striped/Visitor Parking	1 per unit (first 10) than 0.5/unit, <200 ft away from units. 127 vistor stalls required	CH 4.34 and 6 of GLUDMC 127 vistor stalls required	CH 4.34 and 6 of GLUDMC 127 vistor stalls required		
Other				Other	
Landscaping	Ch 9 of GLUDMC	Ch 9 of GLUDMC	Ch 9 of GLUDMC	6.36 Acres - 18.5%	
ADA accessible	Ground floor units	CH 4.34 of GLUDMC	CH 4.34 of GLUDMC	20% of ground floor units	
Commercial Component	See Chapter 19a and Chapter 12 PUD	All properties developed under the Mixed Use District that are one acre or greater shall include at least 50% of the land area as commercial fronting the major street.	All PUD Districts that are one acre or greater shall include at least 25% of the land area as a commercial use, which may be reduced by the City Council in its full discretion.	3.05 acres	
Minimum Dwelling Size	900 square feet of living space	900 square feet of living space	CH 19a SF detached and 4.34 SF Attached	900 square feet of living space	600 square feet of living space
Buffering		Ch 9 of GLUDMC	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.	100'-140' feet	
MIH	PUD Districts that do not seek to increase the overall density allowed within the most restrictive of the underlying district for the applicable residential unit type may be eligible for a reduction in any moderate-income housing element requirements. For residential projects requesting increases in density, at least 50% of the requested additional units shall: (i) Be owner occupied for not less than 10 years; (ii) Be reserved for occupancy by households with gross household income equal to or less than 80% of the median gross income for households of the same size in the County; and (iii) Be subject to deed-restrictions or similar recorded documents in a form acceptable to the City Attorney to assure these conditions are enforced.			Asking for 230 SF DU, code allows 156.48 SF DU, 74 would be 50%. 37 DU would need to be dedicated and deed restricted to MIH	
Public Utility Easement 21.6.8	7.5 feet sides and rear - 10 feet front			5 feet front, sides, and rear PU&DE	5 feet front, sides, and rear PU&DE
Driveways	7.5 feet sides and rear - 10 feet front			5 feet front, sides, and rear PU&DE	5 feet front, sides, and rear PU&DE



**GRANTSVILLE CITY
ORDINANCE NO. 2026-27**

**AN ORDINANCE OF GRANTSVILLE CITY APPROVING THE ALINGTON
PLANNED UNIT DEVELOPMENT (PUD) LOCATED AT APPROXIMATELY 948
EAST MAIN STREET (SR-138) WITHIN THE MIXED USE (MU) ZONING DISTRICT**

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

WHEREAS, the applicant has submitted an application for approval of the Alington Planned Unit Development ("PUD") for approximately 33.67 acres located at approximately 948 East Main Street (SR-138), identified as property within the Mixed Use (MU) Zoning District; and

WHEREAS, the purpose of the proposed PUD is to establish the overall development framework for the property, including residential neighborhoods, future commercial development, roadway circulation, open space, pedestrian amenities, utility infrastructure, and development standards; and

WHEREAS, the property is designated Mixed Use on the Grantsville City General Plan Future Land Use Map and is zoned Mixed Use (MU), and development within the Mixed Use District is required to utilize the Planned Unit Development process pursuant to the Grantsville Land Use Development and Management Code; and

WHEREAS, the proposed PUD includes a mixed-use neighborhood consisting of up to 256 residential dwelling units, future commercial development along SR-138, public streets, private alleys, sidewalks, pedestrian connections, HOA-owned and maintained open space, recreational amenities, public water and sewer infrastructure, storm drainage facilities, RV and contractor parking areas, and phased development; and

WHEREAS, the Planning Commission reviewed the proposed Planned Unit Development and determined that it generally supports the objectives of the General Plan, advances the intent of Chapter 12 of the Land Use Development and Management Code, provides housing diversity while preserving opportunities for future commercial development, and is generally consistent with the Mixed Use zoning district and the long-term planning goals of Grantsville City, subject to recommended conditions of approval; and

WHEREAS, after considering the recommendation of the Planning Commission, the staff report, the application materials, and all information presented, the Grantsville City Council finds that approval of the Planned Unit Development is in the best interest of the City and the public.

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



Section 1. Approval: The Grantsville City Council hereby approves the Alington Planned Unit Development for the property located at approximately 948 East Main Street (SR-138), within the Mixed Use (MU) Zoning District, substantially as depicted on the approved Concept Plan and subject to the conditions set forth in this Ordinance.

Section 2. Conditions of Approval: Approval of the Planned Unit Development is subject to the following conditions:

1. The development shall substantially conform to the approved Concept Plan and Planned Unit Development.
2. All public improvements shall comply with applicable Grantsville City Engineering Standards.
3. The applicant shall obtain all required approvals from the Utah Department of Transportation (UDOT) prior to construction of any access onto SR-138.
4. Future subdivision phases shall comply with the approved Planned Unit Development and all applicable City ordinances and regulations.
5. Homeowners Association documents shall establish maintenance responsibilities for all private improvements and common open space.
6. The applicant shall obtain all applicable City, state, and federal permits prior to construction.
7. The applicant shall comply with the recommendations contained within the approved Traffic Impact Study and Geotechnical Investigation.
8. Any future amendments to the Planned Unit Development shall be reviewed in accordance with the Grantsville Land Use Development and Management Code.

Section 3. Authorization: The Mayor, City Manager, and other appropriate City officials and staff are hereby authorized and directed to take any reasonable actions and execute any documents necessary to carry out the intent and purposes of this Ordinance and to implement the approval granted herein, consistent with applicable law and City ordinances.

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

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

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS 19TH DAY OF AUGUST, 2026.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:



By Mayor Heidi Hammond

ATTEST

Alicia Fairbourne, City Recorder



EXHIBIT “A”

Subdivision Map and Deviation Table

Agenda Item # 6

Consideration of Resolution 2026-62
approving a Master Development
Agreement for the Alington Flex Homes
Planned Unit Development located at
approximately 948 East Main Street (SR-
138)



**GRANTSVILLE CITY
RESOLUTION NO. 2026-62**

**A RESOLUTION APPROVING A MASTER DEVELOPMENT AGREEMENT FOR
THE ALINGTON FLEX HOMES PLANNED UNIT DEVELOPMENT LOCATED AT
APPROXIMATELY 948 EAST MAIN STREET (SR-138)**

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

WHEREAS, the owner/applicant has submitted a proposed Master Development Agreement ("Agreement") for the Alington Flex Homes Planned Unit Development ("Project"), consisting of approximately 33.67 acres located at approximately 948 East Main Street (SR-138); and

WHEREAS, the Project has previously received approvals for a Preliminary Plat and a Planned Unit Development, and following amendments to Chapter 12 of the Grantsville Land Use Development and Management Code, the applicant submitted an updated Planned Unit Development together with the proposed Master Development Agreement; and

WHEREAS, the proposed Agreement is authorized by Utah Code Title 10, Chapter 20, Development Agreements, and Chapter 12 of the Grantsville Land Use Development and Management Code, and establishes the respective rights and obligations of the Developer and Grantsville City regarding future development of the Project; and

WHEREAS, the Agreement establishes a comprehensive framework governing future phases of development, including development standards, public infrastructure improvements, utility service requirements, open space requirements, reimbursement obligations, project phasing, maintenance responsibilities, and procedures for future amendments; and

WHEREAS, the Agreement requires the Developer to construct the public improvements necessary to serve the Project, provides for the establishment of a Homeowners Association to maintain private improvements and common open space, and includes reimbursement provisions for regional sewer improvements; and

WHEREAS, the Planning Commission reviewed the proposed Master Development Agreement and forwarded a recommendation to the City Council for approval; and

WHEREAS, the City Council has reviewed the proposed Agreement and finds that approval of the Agreement is consistent with the Grantsville Land Use Development and Management Code and is in the best interest of Grantsville City.

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



Section 1. Approval: The City Council hereby approves the Master Development Agreement for the Alington Flex Homes Planned Unit Development, attached hereto as Exhibit A and incorporated herein by this reference, subject to the conditions contained therein and any conditions of approval imposed by the City Council.

Section 2. Recording: Following execution by the parties, the Master Development Agreement shall be recorded with the Tooele County Recorder's Office in accordance with its terms and applicable law.

Section 3. Authorization: The Mayor, City Manager, and other appropriate City officials and staff are hereby authorized and directed to take any reasonable actions and execute any documents necessary to carry out the intent and purposes of this Resolution and to implement the approval granted herein, consistent with applicable law and City ordinances.

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 19TH DAY OF AUGUST, 2026.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

By Mayor Heidi Hammond

ATTEST

Alicia Fairbourne, City Recorder



EXHIBIT “A”

Master Development Agreement



STAFF REPORT

To: Grantsville City Planning Commission
From: Shelby Moore, Zoning Administrator
Meeting Date: July 7, 2026
Public Hearing Date: July 7, 2026

Re: The applicant is requesting a recommendation from the Planning Commission to the Grantsville City Council for approval of a proposed Master Development Agreement (MDA) for the Alington Flex Homes Planned Unit Development located on approximately 33.67 acres at 948 East Main Street (SR-138).

The Master Development Agreement establishes the contractual obligations between the Developer and Grantsville City regarding future development of the property, including development standards, infrastructure construction, utility service, reimbursement obligations, open space requirements, phasing, and long-term maintenance responsibilities. The agreement is intended to govern all future phases of the project and will be recorded against the property upon approval.

BACKGROUND

The Alington property has been before the Planning Commission and City Council on several occasions since 2022.

A Preliminary Plat was approved in 2022, followed by approval of a Planned Unit Development in 2023 under the previous provisions of the City's Mixed Use zoning regulations.

Following the City's adoption of substantial amendments to Chapter 12 of the Grantsville Land Use Development and Management Code in 2025, the applicant redesigned the project and submitted an updated Planned Unit Development together with a proposed Master Development Agreement.

The purpose of the Master Development Agreement is to provide a comprehensive framework governing future development of the property and to ensure consistency throughout all future subdivision phases.

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

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

PURPOSE OF THE MASTER DEVELOPMENT AGREEMENT

The proposed agreement is authorized under Utah Code §10-20 (Development Agreements) and Chapter 12 of the Grantsville Land Use Development and Management Code.

The agreement is intended to:

- Establish the approved development framework.
- Define developer obligations.
- Establish project-specific development standards.
- Coordinate construction of public infrastructure.
- Establish utility service requirements.
- Define open space requirements.
- Establish reimbursement obligations.
- Provide procedures for future amendments.
- Create vested development rights consistent with Utah law.

Once recorded, the agreement becomes a covenant running with the land and is binding upon future owners and successors.

SUMMARY OF THE AGREEMENT

The proposed Master Development Agreement addresses the following major components:

Project Description

The agreement governs development of approximately 33.67 acres consisting of the Alington Flex Homes Planned Unit Development.

The project includes:

- Up to 256 Single Family Homes.
- Commercial development along SR-138.
- Public streets.
- Private alleys.
- HOA-maintained open space.
- Utility infrastructure.
- Multiple phases of development.

Development Standards

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The agreement establishes project-specific development standards through Exhibit C while requiring compliance with all applicable City ordinances except where specifically modified through the Planned Unit Development process.

Any development standards not modified by the agreement remain subject to the Grantsville Land Use Development and Management Code.

Development Review

Prior to issuance of building permits, each phase must undergo Development Review by the City to verify substantial compliance with the approved Master Development Agreement, engineering standards, and applicable City regulations.

Infrastructure Improvements

The Developer is responsible for constructing all public improvements necessary to serve the development, including:

- Streets.
- Sidewalks.
- Water.
- Sewer.
- Storm drainage.
- Landscaping.
- Utilities.
- Street lighting.

The agreement also establishes bonding requirements, inspection procedures, warranty obligations, and acceptance procedures for public improvements.

Open Space

The agreement requires a minimum of **20 percent** of the total project acreage to remain as open space.

Open space may consist of landscaped common areas, parks, trails, recreation areas, and other qualifying amenities as outlined within the agreement.

Maintenance of private open space will be the responsibility of the Homeowners Association.

Homeowners Association

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The agreement requires the establishment of a Homeowners Association responsible for maintaining:

- Common open space.
- Landscaping.
- Recreational amenities.
- Private improvements.
- Other HOA-owned facilities.

Should the HOA fail to perform its obligations, the agreement provides mechanisms allowing the City to enforce maintenance responsibilities under specified circumstances.

Sewer Reimbursement

The agreement incorporates reimbursement provisions associated with regional sewer improvements previously constructed by the Grantsville City Redevelopment Agency.

The Developer is required to reimburse the RDA **\$495,325**, with a minimum payment of **\$2,021.73** collected prior to or concurrently with each residential building permit until the obligation has been satisfied.

The agreement further authorizes the City to withhold the final ten building permits until the reimbursement obligation has been paid in full unless an alternative payment schedule is approved by the City.

Water and Sewer Service

The agreement incorporates a Water and Sewer Service Agreement establishing the responsibilities of both the City and the Developer regarding extension of culinary water and sanitary sewer infrastructure, inspection requirements, utility acceptance, and service conditions.

Vested Rights

Upon approval, the agreement provides vested development rights consistent with Utah's Development Agreement Act while preserving the City's authority to adopt future health, safety, and welfare regulations as permitted by law.

STAFF ANALYSIS

Staff finds the proposed Master Development Agreement establishes a comprehensive framework for future development of the Alington Planned Unit Development.

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

The agreement clearly identifies the responsibilities of both the Developer and the City while providing certainty regarding future infrastructure construction, development standards, utility service, reimbursement obligations, maintenance responsibilities, and project phasing.

Staff also finds that recording the agreement will provide long-term consistency for future subdivision phases and reduce uncertainty regarding future development obligations.

Prior to City Council approval, Staff recommends the following administrative revisions:

- Complete all remaining exhibits referenced within the agreement.
- Ensure consistency between the Master Development Agreement, Concept Plan, and Planned Unit Development regarding residential unit counts and development statistics.
- Confirm that all cross-references and exhibit numbers are correct prior to recording.
- Verify that all approval dates, ordinance numbers, and signature blocks are completed before execution.

STAFF FINDINGS

Staff finds that:

1. The proposed Master Development Agreement is consistent with Chapter 12 of the Grantsville Land Use Development and Management Code.
2. The agreement establishes a comprehensive framework for future development of the property.
3. The agreement clearly defines the responsibilities of both the City and the Developer.
4. The agreement establishes appropriate requirements for construction of public infrastructure.
5. The agreement provides for long-term maintenance of common open space through a Homeowners Association.
6. The agreement establishes appropriate reimbursement provisions for regional sewer improvements.
7. The agreement establishes procedures for future development review and project phasing.
8. Subject to the recommended conditions of approval, the agreement is in the best interest of Grantsville City.

CONDITIONS OF APPROVAL



Staff recommends the following conditions:

1. The development shall substantially conform to the approved Master Development Agreement and Concept Plan.
2. All exhibits referenced within the Master Development Agreement shall be adhered to.

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

3. The final residential unit count shall be consistent throughout all project documents.
4. All public improvements shall comply with Grantsville City Engineering Standards.
5. The applicant shall obtain all required UDOT approvals prior to construction of access onto SR-138.
6. Future subdivision phases shall comply with the approved Planned Unit Development and Master Development Agreement.
7. HOA documents shall clearly establish maintenance responsibilities for all private improvements and common open space.
8. All applicable City, state, and federal permits shall be obtained prior to construction.
9. The applicant shall comply with the recommendations contained within the approved Traffic Impact Study and Geotechnical Investigation.
10. Any future amendments to the Planned Unit Development or Master Development Agreement shall require review in accordance with the Land Use Development and Management Code.
11. All public improvements shall comply with Grantsville City Engineering Standards.
12. Future subdivision phases shall comply with the approved Master Development Agreement.
13. The agreement shall be recorded with the Tooele County Recorder following City Council approval.

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

WHEN RECORDED, RETURN TO:

**Grantsville City
Attn: City Recorder
429 East Main Street
Grantsville, Utah 84029**

COVER AND PROJECT INFORMATION SHEET

FOR GRANTSVILLE CITY MASTER DEVELOPMENT AGREEMENT

made as of the _____ day of _____ in the year 2026.

Between the “Developer”:

Ironwood Real Estate, LLC (Joseph White)
359 Investments, LLC (Kyle Olsen)

and the “City”:

Grantsville City, a political subdivision and municipal corporation of Utah
Attn: City Recorder
429 East Main Street
Grantsville, Utah 84029

for the following Project:

Name: Alington Flex Homes PUD
Project Location: 948 E Main Street, Grantsville, Utah 84029
Type: Planned Unit Development Single Family Homes
Description (detailed): 256 Single Family Homes with 4.24 acres of Commercial
Pads fronting SR-138 and 6.80 acres of open space.

Underlying Zone(s): Mixed Use

Effective Date: _____

Developer Contact: Joseph White
8303642@gmail.com
435-830-3642

City Contacts: Planning Department: Shelby Moore (pzcommission@grantsvilleut.gov)
Recorder: Alicia Fairbourne (afairbourne@grantsvilleut.gov)
City Attorney: Tysen Barker (tbarker@grantsvilleut.gov)

Approval Ordinance: _____

GRANTSVILLE CITY

MASTER DEVELOPMENT AGREEMENT

FOR

ALINGTON FLEX HOMES PUD

THIS MASTER DEVELOPMENT AGREEMENT (“**Agreement**”) is made and entered as of the Effective Date by and between City and Developer, as each is defined in the Cover and Project Information Sheet (“**Cover Sheet**”) for this Agreement, each a “Party” and collectively “Parties” herein.

RECITALS

WHEREAS, the Developer seeks to develop property within Grantsville City, Utah (the “**Project**”). The property consists of approximately 33.67 Acres, identified as Tooele County Parcel No. 01-059-0-0040, 01-059-0-00R1, and 01-059-0-0039 and is more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Property**”); and

WHEREAS, the Property is entirely located in the Underlying Zone and is subject to all applicable Grantsville City Code and development standards;

WHEREAS, the Developer is owner or authorized agent of the owner of the all individual parcels or lots of the Property and has authority to enter into the transactions on behalf of the owner; and

WHEREAS, the City seeks to promote the health, safety, and welfare of the inhabitants of the City through the establishment and administration of zoning, development, and subdivision regulations concerning the use and development of land in the City;

WHEREAS, the City is desirous of development of the Property for the purpose of developing the Project in the manner outlined to the City;

WHEREAS, in March 2021, Ironwood Development, the developer of the above-referenced property, entered into the “**Sewer Development Agreement**” under which Ironwood Development agreed to reimburse the Grantsville City Redevelopment Agency approximately \$495,325.00 including a 7% annual escalation rate (“**Ironwood Share**”) to connect 255 units to the newly constructed 18-inch to 21-inch sewer trunk line running through the property pursuant to the attached agreement. Grantsville City approved the connection, payment and agreement; subsequently, Ironwood Development reneged on the agreement and refused to sign it or pay the agreed upon amount. RG Lakeview, LLC (another party to the Sewer Development Agreement) does not oppose the housing development but requests that the City require Ironwood Development to make the agreed-upon payment to the Grantsville RDA.

WHEREAS, the City Planning Commission held a duly noticed public hearing, and subsequently recommended approval of the application for the Project on July 7, 2026, with the conditions specified in that recommendation incorporated into this Agreement; and

WHEREAS, it is in the best interests of both the Developer and the City that this Agreement be adopted and effective as a “development agreement” within the meaning, and subject to the provisions, of Utah Code Ann. Section 10-20-101 *et seq.* and to consent to all the terms of this Agreement as valid conditions of development of the Project.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and accepted by both parties, the parties hereto mutually agree and covenant as follows:

1. Effective Date, Termination

- 1.1. The “Effective Date” of this Agreement is the effective date of the enacting ordinance by the City Council, regardless of any difference or delay in time between that date and the date(s) upon which it is signed by any of the Parties, and shall be indicated on the Cover Sheet. The City may not execute this Agreement until approved by the City in accordance with GLUDMC.
- 1.2. This Agreement shall be in full force and effect until the earliest occurrence of: (i) such date as the Project is abandoned, defined as written notice from Developer to the City that it no longer intends to develop the Project; (ii) the use or active development is discontinued for a period of more than two (2) years; or (iii) the Developer defaults on any provision of this Agreement and the default is not resolved as specified in this Agreement. Failure to proceed with development pursuant to this Agreement shall be deemed failure to implement the application with reasonable diligence pursuant to Utah Code Ann. Section 10-20-902.

2. Project Description

The Project is as described more fully herein, on the Cover Sheet, and as illustrated in the conceptual site plan for the Project, attached **Exhibit B**, to be modified as necessary in accordance with this Agreement’s Development Standards and as specified in this Agreement.

3. Development Standards

- 3.1. Development Standards. The site development standards, procedures, and rules of the Underlying Zone and applicable code and law are modified as shown on **Exhibit C** “Development Standards.” All development standards applicable to the Project not expressly modified by this Agreement, including the Utah Municipal Land Use Development and Management Act, remain in full force and effect. Together, Exhibit C

standards and the remaining development standards in the City code are the “**Development Standards**” for the Project.

These Development Standards shall apply to all buildings on the Property including both principal buildings and accessory buildings on the Property.

- 3.2. Use of the Property. This Agreement does not modify, amend, or otherwise alter the uses permitted, conditioned, or restricted in the Underlying Zone except as expressly identified on **Exhibit D** “Zoning Modifications.” All uses not expressly modified by this Agreement remain in full force and effect. Developer acknowledges a separate rezoning request must be submitted to modify the permitted and conditional uses in the applicable zone.
- 3.3. Phasing. If the Project includes multiple phases, Developer shall include general depiction of any potential phases in the conceptual site plan attached hereto as **Exhibit B**. All phasing shall comply with Section 21.4.3 of the Grantsville City Land Use Development and Management Code (“**GLUDMC**”). City and Developer hereby acknowledge that any additional phases of the Project shall be subject to the terms of this Agreement and which may be reviewed and approved by the City.
- 3.4. Density; Maximum Units; Square Footage. Subject to the Development Standards, Developer may build up to # 256 Single Family Homes in the Project. The City does not, and may not, provide Developer with any guarantee of the number of units, density, or non-residential square footage which may be built in the Project. Developer assumes all responsibility for development and design of the Project within the Development Standards, which may result in fewer total unit than expected.
- 3.5. Approvals. Prior to issuance of a building permit for any phase of the Project, Developer shall submit an application for “**Development Review**” of the site plan and building elevations to the City for review and approval. Review and approval by the City is intended to assure that certain development components substantially conform with this Agreement. Development Review approval submittals need only include that portion of the Property for which approval is being sought by Developer. Following approval by the City, the approved Development Review Submittals (defined below), supporting data and materials shall be made part of this Agreement and deemed to be an integral part of this Agreement. In the event of any inconsistency between approved plans and the terms of this Agreement, the terms of this Agreement shall govern. Any Development Review Submittals and approvals shall comply with the requirements of GLUDMC for the appropriate development application, including preliminary and final checklists published by the City.
 - 3.5.1. Development Review Submittals shall include all other information necessary to illustrate substantial conformance with this Agreement. The City may consider the standards of GLUDMC, as modified by this Agreement, when considering Development Review approval. In the event of any conflict or ambiguity, the provisions in this Agreement shall govern.

- 3.5.2. The Developer shall comply with all applicable requirements set forth in Grantsville City Code, Title 5, Chapter 3 (Flood Damage Prevention Regulations), as amended. The provisions of Title 5, Chapter 3 are hereby incorporated by reference as though fully set forth herein. It is the Developer's responsibility to review and adhere to these regulations in the planning, permitting, development, and maintenance of the Planned Community.
- 3.5.3. Notwithstanding anything to the contrary in Grantsville City Code, this Agreement, or the Master Plan, prior to obtaining a certificate of occupancy for any structure, Developer shall obtain a Fire Marshalls Certification which shall ensure that available fire flow meets or exceeds the IFC standards for the structure type. Grantsville may withhold issuance of any certificate of occupancy for a structure where this provision is not satisfied.
- 3.6. Modification. The terms and conditions of this Agreement or of any Development Review approval issued in accordance with this Agreement may be modified administratively by the Planning Commission upon written request by Developer so long as the modifications are in "substantial compliance" with the terms of this Agreement, including those modifications described in GLUDMC Section 12.5(1) ("**Minor Change**"). Any change that results in: (a) a change in the uses allowed for the Project to another use not permitted in the Underlying Zone, as modified by this Agreement; (b) an increase in the net site area and the boundaries of the Property contemplated herein; (c) an increase to the overall density of the Project; or (d) a reduction in the minimum periphery setbacks, ("**Major Change**") shall be considered a change that is not in "substantial compliance" with the terms of this Agreement. Any Major Change shall be reviewed by the same procedures applicable to a new master development agreement, as set forth in applicable laws and must be reviewed and approved by the City Council.
- 3.7. Fees. Nothing herein shall be construed to relieve Developer of the standard obligations to also pay application fees, impact fees, connection fees, and other City fees and charges, at the time of permit application or pulling permits, in the ordinary course, as part of the development process, as set forth in the existing City fee schedule. These costs will be paid pursuant to the completion assurance procedures and other procedures set forth in City ordinances and policies.
- 3.8. Compliance with the Final Plat and this Agreement. Development of the Project shall be in accordance with Utah's Land Use, Development and Management Act, GLUDMC, the City's future laws which include the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a development application is submitted for a part of the Project (to the extent they are applicable as specified in this Agreement), the final plat and this Agreement.

4. Infrastructure Improvements; Public Uses.

- 4.1. Infrastructure Improvements. Developer agrees to construct and/or dedicate project improvements as reasonably directed by the City in the ordinary course, including but not limited to roads, driveways, landscaping, water, sewer, and other utilities as shown on the approved final plans and in accordance with current City standards.
 - 4.1.1. Developer shall satisfactorily complete construction of all Project improvements for each phase in a good and workmanlike manner, no later than two (2) years after the recording of the plat for that phase, subject to reasonable delays due to events of force majeure.
 - 4.1.2. Developer shall comply with all completion assurance and bonding requirements of the City, as modified in **Exhibit E**.
 - 4.1.3. Developer shall bear responsibility, including premises liability and risk of loss, for all public infrastructure covered by this Agreement until final inspection of the same has been performed by the City, and a final acceptance and release has been issued by the City Council. The City may not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring to the public infrastructure, nor shall any officer or employee thereof, be liable for any persons or property injured by reason of said public infrastructure; all of such liabilities shall be assumed by the Developer.
 - 4.1.4. The City agrees to accept all Project improvements constructed by Developer, or Developer's contractors, subcontractors, agents or employees, provided that (1) the City Planning and Public Works Departments promptly review and approve the plans for any Project improvements prior to construction; (2) Developer permits City Planning and Public Works representatives to inspect upon request any and all of said Project improvements during the course of construction; (3) Developer shall provide Contractor as-built drawings in PDF and native format and GIS shapefiles of as-built conditions per City's GIS requirements and standards ; (4) Developer has warranted the Project improvements as required by the City Public Work Department; and (5) the Project improvements pass a final inspection by the City Public Works.
 - 4.1.5. Developer shall repair any defect in the design, workmanship or materials in all Public Infrastructure which becomes evident during a period of one year following the acceptance of the improvements by the City Council or its designee ("**Durability Testing Period**"). If during the Durability Testing Period, any Public Infrastructure shows unusual depreciation, or if it becomes evident that required work was not done, or that the material or workmanship used does not comply with accepted standards, said condition shall, within a reasonable time, be corrected.
 - 4.1.6. The City may require completion of all infrastructure improvements in any phase prior to issuance of any building permits.

- 4.1.7. The Developer may request and the City may grant in its reasonable discretion extensions and delays for certain infrastructure improvements upon a showing of good cause by Developer, such as completing sidewalks after construction of residential units.
- 4.1.8. The Developer agrees that in the event it does not: (a) complete all improvements within the time period specified under this Agreement, or secure an extension of said completion date, (b) construct said improvements in accordance with City standards and as set forth in the paragraphs above, and (c) pay all claimants for material and labor used in the construction of said improvements, the City shall be entitled to declare the Developer(s) in default, request and receive the funds held by the guarantor as surety and utilize the monies obtained to install or cause to be installed any uncompleted improvements and/or to pay any outstanding claims, as applicable. Provided however, that the City may not be responsible for any work beyond the amount of funds so provided. Any funds remaining after completion of the improvements shall be returned to the guarantor. The Developer further agrees to be personally liable for any cost of improvements above the amount made available under the terms of this agreement.
- 4.2. Upsizing. Except as otherwise described herein, the City may not require Developer to “upsized” any future infrastructure improvements (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements (such as credits to otherwise applicable City fees, or pioneering or reimbursement agreements) reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing to the extent required by law. The City shall notify the Developer of any known or anticipated upsizing requirements as soon as practicable. Notwithstanding the foregoing, Developer is solely responsible for any costs associated with any public improvements within its development required to serve other phases of the Project or other related development. As of the Effective Date, the City has identified the potential upsizing requirements shown on **Exhibit F**.
- 4.3. Parks; Open Space. The Project shall contain no less than 20% of the total net developable Project acreage as open space (“**Required Open Space**”).
 - 4.3.1. Public open space shall be counted toward the Required Open Space, and include impervious surfaces in any planned public park, and potentially other uses such as sports courts, pavilions, walking paths, trails, parking areas, and other recreational facilities.
 - 4.3.2. Each phase of the Project shall meet the Required Open Space ratio for the entire Project. Previously completed open space may be counted toward the Required Open Space calculation for a proposed phase.
 - 4.3.3. The Developer may request, and the City may grant, in its sole discretion, to meet the proportional Required Open Space requirement for a phase by including open

space in the next future phase, provided that the Developer shows good cause for the delay, addresses the shortfall, and provides sufficient detail of the proposed future open space. Notwithstanding the foregoing, in no event may the total open space upon completion of a phase be less than seventy-five percent (75%) of the proportional Required Open Space for the Project to be completed at that phase.

4.3.4. Parks and trails to be dedicated for public use may not make up more than fifty percent (50%) of any phase.

4.3.5. All development and construction for open space and related amenities must be completed within three (3) months of completion of the non-open space development for the applicable phase. Developer may incur fees or other penalties for failure to complete open space development in accordance with this Agreement.

4.4. Additional Requirements. Any additional Project-specific requirements are identified in **Exhibit G.**

5. Homeowners Association.

If a Homeowners Association (“**HOA**”) is created as part of the Project to enforce legal deed restrictions or maintain Required Open Space for the Property and that HOA later becomes insolvent or fails to maintain proper documentation and filings with the State of Utah and loses its authority to operate and transact business as a property owners association in the State of Utah, then the City shall have the right to, but is not obligated to, enforce the deed restrictions and maintain the Required Open Space. The City shall have all authority granted to the HOA by virtue of this document and related HOA articles, bylaws, and recorded covenants, conditions, and restrictions, or similar documents, including but not limited to, the authority to impose and collect maintenance fees and other necessary fees and/or assessments to further the upkeep of Property improvements as deemed necessary by the City.

6. Recording.

The responsibilities and commitments of Developer and the City as detailed in this document, when executed shall constitute a covenant and restriction running with the land and shall be binding upon the Developer/Owner of the Property, their assignees and successors in interest and this Agreement or a notice thereof shall be recorded in the Office of the Tooele County Recorder by City at Developer’s cost.

7. Default.

7.1. Failure to present a detailed development plan including proposed uses for the Project or any phase thereof, gain City approval, and obtain land use and building permits and complete construction of the Project specified in this Agreement shall constitute a default by Developer, its successors or assigns in interest.

- 7.1.1. In the event that any of the conditions constituting default by Developer occur, the City finds that the public benefits to accrue from rezoning as outlined in this Agreement will not be realized. In such case, the City shall examine the reasons for the default and either approve an extension of time or major change to the Project or initiate steps to revert the zoning designation to its former zone.
- 7.2. Notice. If the Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a default has occurred shall provide a written “**Notice of Default**” to the other Party
- 7.3. Contents of the Notice of Default. The Notice of Default shall:
 - 7.3.1. Specify the claimed event of default;
 - 7.3.2. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in default; and
 - 7.3.3. If the City chooses, in its discretion, it may propose a method and time for curing the default which shall be of no less than thirty (30) days duration, if weather conditions permit.
- 7.4. Remedies. Upon the occurrence of any default, and after notice as required above, then the parties may have the following remedies:
 - 7.4.1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.
 - 7.4.2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular default.
 - 7.4.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Developer until the default has been cured.
- 7.5. Public Meeting. Before any remedy in Section 7.4 may be imposed by the City the party allegedly in default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed default.
- 7.6. Default of Assignee. A default of any obligations expressly assumed by an assignee shall be deemed a default of Developer.
- 7.7. Limitation on Recovery for Default – No Damages against the City. Notwithstanding anything to the contrary in this Agreement, Developer is not entitled to seek or recover monetary damages for any breach of this Agreement and expressly waives any such

claims. Developer's sole and exclusive remedy, and that of any assignee, shall be specific performance.

8. Vesting.

Upon the Effective Date of this Agreement the Developer's right to construct the Project, under the terms and conditions of this Agreement shall be vested to the fullest extent allowable under Utah Code Ann. Section 10-20-902. Except as expressly and mutually agreed in writing by the Parties, all development of the Project, including any later phases, shall be governed by the applicable law in effect on the Effective Date of this Agreement. Nothing in this Agreement will limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of the City to enact such legislation under its police power, such legislation will not modify Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Western Land Equities, Inc. v. City of Logan, 617 P.2d 388 (Utah, 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

8.1. Exceptions. The vested rights and the restrictions on the applicability of the City's Future Laws to the Project as specified in Section 8.1 are subject to the following exceptions:

- 8.1.1. Master Developer Agreement. The City's future laws or other regulations to which the Developer agrees in writing;
- 8.1.2. State and Federal Compliance. The City's future laws or other regulations which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;
- 8.1.3. Codes. Any City's future laws that are updates or amendments to existing building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;
- 8.1.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated;
- 8.1.5. Fees. Changes to the amounts of fees for the processing of development applications that are generally applicable to all development within the City (or a

portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

- 8.1.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City pursuant to Utah Code Ann. Section 11-36a-101 *et seq.*;
 - 8.1.7. Planning and Zoning Modification. Changes by the City to its planning principles and design standards as permitted by Local, State or Federal law; and
 - 8.1.8. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. Section 10-9a-509.
9. **Notices**. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, sent by a nationally recognized overnight courier service, or sent by email. Notice by email shall be effective upon receipt of electronic confirmation of delivery. Notices to the parties shall be sent to the addresses set forth on the Cover Sheet to this Agreement or such other address as a party may designate by notice to the other party.

10. General Provisions.

- 10.1. Both parties recognize the advantageous nature of this Agreement which provides for the accrual of benefits and protection of interests to both parties.
- 10.2. The City will issue land use permits only for those uses determined to be within the general land use types allowed in the zone, as modified by this Agreement, and more specifically on more detailed development plans for the Project or phase thereof submitted to and approved by the City.
- 10.3. The recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all Exhibits to this Agreement are hereby incorporated into this Agreement as if fully set forth herein.
- 10.4. The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidence of intent.
- 10.5. This Agreement may be amended only in writing signed by the Parties hereto.
- 10.6. This Agreement with any amendments shall be in full force and effect until all construction and building occupancy has taken place as per the Project development plans or expiration or termination of this Agreement as provided herein.
- 10.7. Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under any applicable state law.

- 10.8. In the event that legal action is required in order to enforce the terms of this Agreement, the prevailing party shall be entitled to receive from the faulting party any costs and attorney's fees incurred in enforcing this Agreement from the defaulting party.
- 10.9. This Agreement constitutes the entire agreement between the parties. No changes or modifications may be made in this Agreement except in writing signed by both parties.
- 10.10. The requirements, obligations and conditions contained within this Agreement shall be binding upon Developer, its successors and assigns, and if different than Developer, the legal title holders and any ground lessors. All rights granted hereunder to Developer shall ensure to the benefit of the Developer's successors and assigns, and if different than Developer, the legal title holder and any ground lessors.
- 10.11. This Agreement does not create a joint venture relationship, partnership or agency relationship or fiduciary relationship between the City, or Developer. Except as specifically set forth herein, the parties do not intend this Agreement to create any third-party beneficiary rights.
- 10.12. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, will continue in full force and effect unless amended or modified by mutual consent of the Parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable by the final order of a court of competent jurisdiction, either Party to this Agreement may, in its sole and absolute discretion, terminate this Agreement by providing written notice of such termination to the other Party.
- 10.13. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.
- 10.14. Each Party will execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement, the conditions to development, and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.
- 10.15. The singular will include the plural; the masculine gender will include the feminine; "will" and "shall" are mandatory; "may" is permissive.

- 10.16. 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.
- 10.17. The Developer may sell, convey, reassign, or transfer the Property or the Project to another entity at any time.
- 10.18. This Agreement shall be recorded against the Property senior to any respective covenants and any debt security instruments encumbering the Property.
- 10.19. This Agreement is entered into in Tooele County in the State of Utah and shall be construed under the laws of the State of Utah, irrespective of Utah's choice of law rules, and the parties hereto intend that Utah law shall apply to the interpretation thereof.
- 10.20. Any action to enforce this Agreement shall be brought only in the Third District Court, Tooele County in and for the State of Utah.
- 10.21. Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.
- 10.22. To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representatives for the City and Developer are hereby appointed as indicated on the Cover Sheet.

The Parties may change their designated representatives by providing written notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Project.
- 10.23. No action taken by any Party may be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement will not operate or be construed as a waiver by such Party of any subsequent breach.
- 10.24. The City may not unreasonably withhold, condition, or delay its determination to enter into any agreement with another public agency concerning the subject matter and provisions of this Agreement if necessary or desirable for the development of the Project and if such agreement is consistent with this Agreement and applicable law. Nothing in this Agreement will require that the City take any legal action concerning other public agencies and their provision of services or facilities other than with regard to compliance by any such other public agency with any agreement between such public agency and the City concerning subject matter and provisions of this Agreement.

- 10.25. Each party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated and to execute, deliver, and perform its obligations under this Agreement. Specifically, on behalf of the City, the signature of the City Manager or Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to the Approval Ordinance indicated on the Cover Sheet. Developer further represents and warrants that it is not aware of any material impediment, including contractual obligations, easements, or other property-related or ownership-related issues, to its completion of the development outlined in this Agreement and shall notify City of any new information that would present a substantial obstacle to Developer's consummation of the transactions and activities required and anticipated by this Agreement.
- 10.26. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by email shall be deemed originally signed copies of this Agreement.
- 10.27. Except as expressly modified by this Agreement, any statute or municipal code referred to in this Agreement shall be deemed to include that statute as amended, restated, and/or replaced from time to time, and any successor legislation to the same general intent and effect.
- 10.28. The undersigned certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel during the term of this Agreement. The undersigned further acknowledges that its engagement in a boycott of the State of Israel would be in violation of Utah Code Ann. Section 63G-27-201 and could result in termination of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto, having been duly authorized, have executed this Agreement this _____ day of _____, 20__.

CITY ACCEPTANCE

Grantsville City

By: _____

Its: _____

Attest:

Approval as to Form:

Grantsville City Recorder

Grantsville City Attorney

DEVELOPER ACCEPTANCE

IRONWOOD REAL ESTATE, LLC

By: Joseph White

Its: _____

STATE OF UTAH)
 :ss.

COUNTY OF _____)

On the ____ day of _____, 20__, personally appeared before me Joseph White, who being by me duly sworn, did say that he is the Manager of Ironwood Real Estate, LLC a Utah liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

359 INVESTMENTS, LLC

By: _____

Its: _____

STATE OF UTAH)
 :ss.

COUNTY OF _____)

On the ____ day of _____, 20__, personally appeared before me _____, who being by me duly sworn, did say that he/she is the Manager of 359 Investments, LLC, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

Exhibit A

Legal Description of Property

01-059-0-0040 (Ironwood Real Estate)

COM AT SE COR OF E 1/2 OF SW 1/4 OF SEC 33, T2S, R5W, SLM, N 40 CHS, W 10 CHS, S 40 CHS, E 10 CHS TO BEG, EX 4 AC TO C R FAWSON & 2 AC ROAD, CONT 34 AC M/L 34.00 AC----LESS 11.5 AC (WD #562212) BALANCE OF 5-65-15 AFTER 5-65-32 FOR 2022 YEAR. 22.5 AC-

01-059-0-0039 (359 Investments)

THE SOUTH 1/3 OF THE FOLLOWING DESCRIBED: COM AT SE COR OF E 1/2 OF SW 1/4 OF SEC 33, T2S, R5W, SLM, N 40 CHS, W 10 CHS, S 40 CHS, E 10 CHS TO BEG, EX 4 AC TO C R FAWSON & 2 AC ROAD, CONT 34 AC M/L 34.00 AC OUT OF 5-65-15 FOR 2022 YEAR. 11.5 AC

Exhibit B

Depiction of Project

[If there are multiple phases, Exhibit B must include a detailed site plan of the phase seeking initial approval and a general depiction of the remaining area to be developed.]

Exhibit C

Modifications to Development Standards

[If none specified, no modifications are applicable.]

Standard	Existing	Modification	Applicable Code

Exhibit D

Zoning Modifications

[If none specified, no modifications are applicable.]

Exhibit E

Completion Assurance and Bond Requirements

[If none specified, no modifications are applicable.]

Exhibit F

Upsizing Requirements

[If none specified, no modifications are applicable.]

Exhibit G

Additional Project-Specific Requirements

G-1. Water and Sewer Service. Additional rights and obligations concerning the provision of culinary water and municipal wastewater service for the Project are governed by the terms set forth in the “**Water and Sewer Service Agreement**,” attached hereto and incorporated herein as **Exhibit G-1**. In the event of any conflict between the terms of Exhibit G-1 and this Agreement, the terms of this Agreement shall control.

G-2. Sewer Installation and Connection Fee. In addition to other fees required under this Agreement, City ordinances, or the City’s Consolidated Fee Schedule, Developer shall pay the sum of Four Hundred Ninety-Five Thousand Three Hundred Twenty-Five Dollars (\$495,325.00) (“**Total RDA Payment**”) to the Grantsville City Redevelopment Agency (“**RDA**”). The Total RDA Payment is a fee for sewer line installation and connection benefiting the Project. Developer shall pay no less than \$2,021.73 toward the Total RDA Payment prior to or concurrently with each building permit within the Project being issued. The City may withhold the last 10 building permits within the Project until the RDA is paid in full. The City’s right to withhold the last 10 building permits may be amended, in the City’s sole discretion, upon receipt of a written proposal by the Developer including, at a minimum, an alternative payment schedule.

G-3. Perimeter Fencing. Developer shall install a seven-foot-high (7’) vinyl privacy fence along those portions of the western and southern boundaries of the Property that are adjacent to existing residential properties. The fence shall be installed as a required improvement concurrently with development of each phase of the Project: the portion of the fence located within or adjacent to a phase shall be completed before the City issues the first certificate of occupancy for any dwelling unit within that phase. Developer shall depict the applicable fence segment on the improvement plans submitted for each phase and shall construct the fence in accordance with City-approved plans and all applicable City standards.

G-4. Agricultural Acknowledgment and Disclosure. Before the City records the first final plat for any residential phase of the Project, Developer shall record covenants, conditions, and restrictions applicable to all residential lots within the Project (the “**CC&Rs**”). The CC&Rs shall contain a provision in substantially the following form:

AGRICULTURAL USE ACKNOWLEDGMENT. THE PROJECT IS ADJACENT TO EXISTING AGRICULTURAL PROPERTIES. LIVESTOCK, ANIMALS, AND AGRICULTURAL OPERATIONS AND ACTIVITIES ARE PERMITTED ON THOSE PROPERTIES, WHETHER OR NOT ANY SUCH LIVESTOCK, ANIMALS, OPERATIONS, OR ACTIVITIES ARE PRESENT OR OCCURRING WHEN A LOT OR DWELLING WITHIN THE PROJECT IS

PURCHASED. AGRICULTURAL OPERATIONS AND ACTIVITIES MAY INCLUDE NOISE, ODORS, DUST, FLIES, SMOKE, LIGHTING, THE OPERATION OF MACHINERY, THE APPLICATION OF FERTILIZERS OR OTHER LAWFUL AGRICULTURAL MATERIALS, AND ACTIVITIES OCCURRING DURING EARLY-MORNING, EVENING, OVERNIGHT, WEEKEND, OR HOLIDAY HOURS. EACH OWNER, BY ACCEPTING TITLE TO A LOT WITHIN THE PROJECT, ACKNOWLEDGES THE PROXIMITY OF SUCH PROPERTIES AND THE POTENTIAL EFFECTS OF LAWFUL AGRICULTURAL AND LIVESTOCK USES. NOTHING IN THIS ACKNOWLEDGMENT AUTHORIZES AN ACT OR OMISSION THAT IS UNLAWFUL OR WAIVES ANY RIGHT OR REMEDY THAT MAY NOT LAWFULLY BE WAIVED.

The recorded CC&Rs shall be the primary instrument for providing the foregoing agricultural disclosure to owners and purchasers within the Project. Developer shall not be required by this Agreement to place a separate agricultural deed restriction or substantially identical agricultural notice in each deed conveying an individual lot; provided, however, that nothing in this Section prohibits Developer, a builder, a seller, or a title company from furnishing additional disclosures or acknowledgments required by applicable law or otherwise deemed appropriate.

G-5. Protection of Surrounding Agricultural Uses. The Parties acknowledge that protecting the continued lawful keeping of livestock and animals and the continued lawful agricultural use of properties surrounding the Project, including those outside Grantsville City, is a material Project-specific objective of this Agreement. The Project shall be planned, developed, marketed, and operated in a manner consistent with the continued existence of those lawful uses. This Section and Section G-4 shall be construed to provide notice of and reduce avoidable conflicts with lawful livestock, animal, and agricultural uses on surrounding properties, and not to require an owner of surrounding property to discontinue or materially alter a lawful use solely because of the development or occupancy of the Project. Nothing in this Exhibit expands, limits, or waives any right, defense, duty, or remedy arising under applicable law.

Exhibit G-1

Water and Sewer Service Agreement

WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT (“**Service Agreement**”) is attached as Exhibit G-1 to that certain Master Development Agreement for the Alington Flex Homes PUD dated _____, 2026 (the “MDA”), by and between Ironwood Real Estate, LLC and 359 Investment LLC (collectively, “Developer”) and GRANTSVILLE CITY, a political subdivision of the State of Utah (“City”). This Service Agreement is effective as of the Effective Date of the MDA.

This Service Agreement is subject to and incorporated into the MDA. All capitalized terms not defined herein shall have the meaning ascribed to them in the MDA. In the event of a conflict between the terms of this Service Agreement and the MDA, the MDA shall govern. Execution of the MDA has the same effect as a separate execution and signature on this Service Agreement.

RECITALS

WHEREAS, the City and Developer have entered into the MDA, which governs the development of the Project on the Property as those terms are defined therein.

WHEREAS, the Project consists of the Alington Flex Homes PUD, a mixed-use development including approximately 256 Single Family Homes and commercial pads on approximately 33.67 acres located within Grantsville City;

WHEREAS, portions of the Project are subject to a Will Serve Letter; and

WHEREAS, the purpose of this Service Agreement is to set forth the specific terms and conditions under which the City will provide culinary water and municipal wastewater service to the Project.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein and, in the MDA, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Effective Date and Term.** This Service Agreement shall be effective concurrently with the MDA and shall remain in effect until the termination of the MDA, unless otherwise modified by the Parties in writing.
2. **Definitions.**

Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by this Agreement or, if not defined herein, by the MDA.
3. **Obligations of the Developer and the City.**
 - a. **Obligations of the Developer:**

i. **General Obligations:** The Parties acknowledge and agree that the City's agreement to perform and abide by the covenants and obligations of the City set forth herein is material consideration for the Developer's agreement to perform and abide by the covenants and obligations of the Developer set forth herein.

ii. **Conditions for Culinary Water Service.** The City agrees to provide culinary water service to the Property, subject to the following requirements:

1. The Developer shall extend at its own expense the culinary water line to the Property, including water meters for the Property and fire hydrants in a number and location as required by current code.

2. The Developer shall submit all plans to extend the line to the City Engineer for approval before starting construction.

3. The size, type, and location of the culinary water meters shall be determined and approved by the City Engineer before installation.

4. The requirements in this Section 3 of this Service Agreement are required prior to any portion of the Property or Project receiving culinary water service, except as otherwise agreed in writing by the Parties.

iii. **Conditions for Municipal Wastewater Service.** The City agrees to provide wastewater services to the Property, subject to the following requirements:

1. The Developer shall extend at its own expense the wastewater line to the Property, including all necessary infrastructure for the Property as required by current code.

2. The Developer shall submit all plans to extend the line to the City Engineer for approval before starting construction.

3. The requirements in this Section 3 of this Service Agreement required prior to any portion of the Property or Project receiving municipal wastewater service, except as otherwise agreed in writing by the Parties.

iv. **General Conditions for Municipal Services.** The Developer shall grant to the City a perpetual easement across the Property, a temporary construction/staging area easement on the Property, and a permanent Waste Material Area Easement, for the purpose of installing, constructing, operating, repairing, replacing, improving, removing and/or maintaining a wastewater (sewer) line, including all fixtures, manholes connection and appurtenances for the wastewater line, which is being constructed for the benefit of the City. The temporary construction/staging area easement shall automatically expire and be permanently extinguished upon the sooner of the City issuing a certificate of completion for the improvement or **December 31, 2023**.

v. **Installation of the Culinary Water Line and other infrastructure:**

1. **Construction and/or Dedication of Culinary Line:** The Developer agrees to construct the Culinary Line as directed and approved by

the City, in accordance with current City standards, and upon completion to dedicate the line to the City.

2. **Construction Traffic:** All construction traffic for the Culinary Line improvements will meet the requirements imposed by the Grantsville City Planning and Engineering Departments.

3. **Warrant:** Consistent with City standards and the MDA, the Developer will provide a one-year warranty for the operation of all improvements.

4. **Bonding:** Developer agrees to post performance and other bonds as required by the MDA and current City Ordinances and Regulations.

5. **Fees:** Developer agrees to pay all applicable City fees incurred in installing the Culinary Water Line and other infrastructure, including all engineering and attorney fees and other outside consultant fees incurred by the City in relation to the Property. All fees shall be paid current prior to any culinary water service being provided.

vi. **Project Plat Notations.** The Project plat shall include the following notations or dedications: A note requiring the lot owner to comply with all weed control ordinances of Grantsville City in regards to the unirrigated portion of their lot.

vii. **Inspections.** Developer agrees to allow the City to inspect all infrastructure as it is installed and shall have a duty to provide timely notice to the City Engineer of needed inspections.

b. **Obligations of the City:**

i. **General Obligations:** The Parties acknowledge and agree that the Developer's agreement to perform and abide by the covenants and obligations of the Developer set forth herein are material consideration for the City's agreement to perform and abide by the covenants and obligations of the City set forth herein.

ii. **Conditions of Approval:** The City agrees that it shall provide culinary water service and municipal wastewater service to the Property subject to the conditions detailed in this Service Agreement and the MDA, including payment of all applicable fees.

iii. **Acceptance of Improvements:** The City agrees to accept all Project improvements constructed by the Developer, or the Developer's contractors, subcontractors, agents or employees, provided that such acceptance is in accordance with the procedures and requirements set forth in the MDA and all applicable codes and specifications, including payment of all applicable fees.

iv. **Limitation on Service:** In no event may this Service Agreement be construed to obligate the City to serve any property or project outside other than the Project and Property identified in the MDA, nor may the City be obligated to

serve more than 243 residential dwelling units on the Property without additional consideration by the Developer.

4. General Provisions.

- a. **Covenants Running with the Land and Manner of Enforcement.** The provisions of this Service Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Service Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns and transferees. The City may, but is not required to, perform any obligation of the Developer that the Developer fails adequately to perform. Any cost incurred by the City to perform or secure performance of the provisions of this Service Agreement shall constitute a valid lien on the Property. The parties that this Service Agreement shall be filed with the County Recorder and be binding on title of the Property.
- b. **No Third-Party Beneficiaries.** This Service Agreement is between the City and the Developer. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.
- c. **Default and Termination.** Any failure by Developer to perform a material obligation of this Service Agreement, which failure continues uncured for a period of thirty (30) days following written notice from the City, shall constitute a default. If the nature of the failure is such that it cannot reasonably be cured within thirty (30) days, a default shall not be deemed to have occurred so long as the Developer commences the cure within such period and thereafter diligently prosecutes the cure to completion.

Agenda Item # 7

Consideration of Ordinance 2026-28
amending Chapter 9 of the Grantsville
Land Use Development Code regarding
landscaping, waterwise landscaping,
irrigation, parkways, park strips,
medians, and approved plant materials



**GRANTSVILLE CITY
ORDINANCE NO. 2026-28**

**AN ORDINANCE AMENDING CHAPTER 9 OF THE GRANTSVILLE LAND USE
ORDINANCE REGARDING LANDSCAPING, WATERWISE LANDSCAPING,
IRRIGATION, PARKWAYS, PARK STRIPS, MEDIANS, AND APPROVED PLANT
MATERIALS**

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

WHEREAS, Grantsville City is authorized to enact ordinances governing land use and development within the City; and

WHEREAS, the City has reviewed Chapter 9 of the Grantsville Land Use Ordinance and determined that amendments are appropriate to clarify landscaping requirements, encourage water conservation, and improve the administration and enforcement of landscape standards; and

WHEREAS, the proposed amendments address waterwise landscaping, turf grass, landscape plans, irrigation, parkways, park strips, medians, maintenance, enforcement, and approved plant materials; and

WHEREAS, the Planning Commission has reviewed the proposed amendments and provided its recommendation to the City Council; and

WHEREAS, the City Council has reviewed the proposed amendments and finds that they are consistent with the purposes of the Grantsville General Plan and are in the best interests of the City.

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

Section 1. Amendment to Chapter 9: Chapter 9 of the Grantsville Land Use Ordinance is hereby amended as set forth in Exhibit A, attached hereto and incorporated by this reference.

Section 2. Codification: The City Recorder is authorized to codify the amendments adopted by this Ordinance and make any necessary nonsubstantive formatting, numbering, or grammatical corrections.

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 16TH DAY OF SEPTEMBER, 2026.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

By Mayor Heidi Hammond

ATTEST

Alicia Fairbourne, City Recorder



EXHIBIT “A”

Amendments to Chapter 9

Chapter 9 Landscaping and Buffers

DRAFTING APPROACH. This draft replaces the existing Chapter 9 text rather than layering additional amendments onto it. It uses Utah’s qualifying water-efficient ordinance benchmarks as the minimum conservation floor, but avoids Salt Lake City’s additional 33% living-coverage and 20% rock/paving caps. It does not regulate rear-yard design.

Policy	Draft treatment
Focused regulation	Water-wise design standards are concentrated in front yards, park strips, parkways, and medians.
State-program floor	The 50% residential front-and-side-yard turf calculation and 20% nonresidential/multifamily turf cap are retained only because they are part of Utah’s qualifying ordinance criteria.
Two right-of-way options	Owners may use either a planted water-wise design or a conventional planted design. Turf remains prohibited, but plants are not restricted to a short drought-tolerant list.
Administrative plant guide	Species lists may be maintained and updated administratively instead of freezing plant names in the ordinance.
Objective flexibility	Alternative compliance is allowed through written findings of equal or better performance.

State-program alignment

This draft incorporates all four minimum ordinance standards identified by the Utah Division of Water Resources for new construction: no lawn in park strips; no lawn in areas narrower than eight feet; no more than 50% lawn in the combined front- and side-yard landscaped area of new residential development, with the under-250-square-foot exception; and no more than 20% lawn in new commercial, industrial, institutional, multifamily, and mixed-use common-area landscapes outside active recreation areas. It expressly places no residential lawn limitation on backyards and does not require existing landscapes to be retrofitted.

Benchmark choices

Salt Lake City was used as an organizational and implementation benchmark, especially for objective plan triggers, minor species substitutions, mature-canopy concepts, seasonal installation, and differentiating park strips from private landscape yards. Its stricter 33% vegetation coverage, 33% residential turf maximum, and 20% impervious/rock limits were intentionally not carried into this draft.

Tooele City was used as a regional simplicity benchmark for no-lawn park strips, street-tree responsibility, flexible non-turf materials, and relocation of trees behind the sidewalk when a park strip is too narrow.

The detailed species list in the prior draft was converted to a nonexclusive administrative guide. This avoids internal conflicts between mature plant height and sight-distance rules and allows horticultural updates without amending the ordinance.

CHAPTER 9 — LANDSCAPING AND BUFFERS

9.1 Purpose and Intent

- (1) The purpose of this Chapter is to promote attractive, safe, functional, and water-efficient landscapes while preserving reasonable design choice for property owners and applicants.
- (2) This Chapter is intended to:
 - (a) conserve outdoor water in locations where irrigation is commonly inefficient;
 - (b) preserve and expand a healthy community tree canopy;
 - (c) protect sight distance, pedestrian access, utilities, drainage, and public infrastructure;
 - (d) encourage climate-appropriate plants, efficient irrigation, and adaptable landscape design;
 - (e) provide practical choices rather than require a single landscape style; and
 - (f) implement applicable State water-conservation requirements and support eligibility for State landscape incentive programs.
- (3) Water-wise landscaping is permitted in every zoning district. An application shall not be denied solely because turf is reduced or eliminated, provided the design complies with applicable safety, drainage, access, maintenance, and landscaping standards.

9.2 Definitions

ACTIVE RECREATION AREA. A dedicated area requiring turf for organized or programmed recreation, including a sports field, school playfield, golf course playing surface, or similar facility. Decorative, perimeter, frontage, and residual lawn areas are not active recreation areas.

ADAPTED PLANT. A noninvasive plant that is suited to local soil, climate, exposure, and expected irrigation conditions and is reasonably capable of surviving in Grantsville.

CONVENTIONAL PLANTED LANDSCAPE. A landscape using adapted living plants that may have moderate or regular irrigation needs but complies with the turf, irrigation, safety, and maintenance standards of this Chapter.

FRONT YARD. The required or actual yard located between the front lot line and the nearest wall of the principal building, extended to the side lot lines. For a corner lot, a street-facing side yard is treated as a front yard only where expressly stated.

FUNCTIONAL TURF. Turf located and sized for active recreation, community gathering, or another demonstrated use that cannot reasonably be served by a non-turf surface.

HYDROZONE. An irrigation zone containing plants with similar water needs and similar sun, soil, and slope conditions.

LANDSCAPED AREA. An area improved with living plant material, mulch, decorative aggregate, or other permitted landscape treatment. Buildings, vehicular paving, sidewalks, and approved access paths are excluded.

MEDIAN. A raised or flush area separating opposing travel lanes within a public or private street, excluding a painted median.

PARK STRIP. The area of public right-of-way between the back of curb or edge of pavement and the sidewalk that is adjacent to a lot. Where no sidewalk exists, the term includes the right-of-way area customarily serving the same landscape and utility function.

PARKWAY. A landscaped area within a public or private roadway corridor that is not a park strip or median and is installed or maintained as a coordinated streetscape by a developer, association, district, or public entity.

TURF. Living grass maintained as a continuous, regularly irrigated, and mowed groundcover. Turf does not include ornamental grasses, native or adapted grass seed mixes maintained as a meadow, pasture used for an agricultural purpose, or artificial turf.

WATER-WISE LANDSCAPE. A landscape designed to reduce supplemental irrigation through appropriate plants, hydrozoning, efficient irrigation, soil improvement, mulch, and limited turf.

9.3 Applicability and Existing Landscapes

- (1) **General applicability.** This Chapter applies when landscaping is required by this Title and to regulated landscape areas identified in this Chapter.
- (2) **New development.** Sections 9.6 through 9.8 apply to new development requiring subdivision, site-plan, or building-permit approval.
- (3) **Existing landscapes.** A lawfully established landscape is not required to be modified solely to comply with this Chapter. Ordinary maintenance, repair, replanting with a species having similar mature size and water demand, and replacement of a failed irrigation component do not trigger full compliance.
- (4) **Excluded areas.** Except for the limited turf calculation required by Subsection 9.6(1), this Chapter does not regulate landscape design in rear yards or interior side yards of single-family or two-family lots. Agricultural crops, working pasture, and bona fide agricultural irrigation are exempt.
- (5) **No curb or gutter.** A property abutting a street without curb and gutter is not required to install landscaping in the right-of-way unless required by an approved development plan. The area shall nevertheless be kept free of unlawful obstructions, refuse, and noxious weeds.

9.4 Landscape Plans and Administrative Review

- (1) A landscape plan is required for:
 - (a) new construction of a principal nonresidential, multifamily, mixed-use, or institutional structure;
 - (b) a new subdivision or planned development where common-area, parkway, or median landscaping will be installed;
 - (c) an expansion that increases building floor area, required parking, or a regulated landscape area by fifty percent (50%) or more;
 - (d) another application for which a landscape plan is expressly required by this Title.
- (2) A single-family or two-family building permit may demonstrate compliance on the site plan and is not required to submit a separate professionally prepared landscape plan unless part of a common development plan.
- (3) A required landscape plan shall show, to the extent applicable:

- (a) property lines, buildings, streets, sidewalks, driveways, easements, utilities, visibility areas, and regulated landscape areas;
 - (b) existing and proposed trees and plant beds, identified by common or botanical name;
 - (c) turf area and the calculations required by Section 9.6;
 - (d) mulch, aggregate, paving, access strips, and other surface materials;
 - (e) irrigation hydrozones and the general irrigation method; and
 - (f) other information reasonably necessary to determine compliance with objective requirements of this Chapter.
- (4) **Review authority.** The Community Development Director, Zoning Administrator, or designee may approve a landscape plan administratively unless another provision requires approval by the Planning Commission.
- (5) **Minor modifications.** Substitution of an adapted species having similar mature size, form, and water demand does not require an amended landscape plan. Other minor changes may be approved administratively when they maintain compliance and do not materially affect required screening, trees, drainage, access, or safety.

9.5 General Landscape and Irrigation Standards

- (1) All required landscaping shall be installed using accepted nursery and landscape-industry practices and shall be appropriate to the site's soil, exposure, available planting space, and infrastructure constraints.
- (2) **Plant selection.** Water-wise and climate-appropriate plants are encouraged throughout the City. Except where this Chapter expressly prohibits a material or species, an applicant may use any adapted, noninvasive plant suited to its proposed location.
- (3) Living plants are not required to be drought-tolerant merely because they are located in a regulated landscape area, provided that turf limitations and the irrigation, safety, and maintenance standards of this Chapter are satisfied.
- (4) Irrigation shall be designed and maintained to apply water without material runoff, ponding, or overspray onto streets and sidewalks. Turf and non-turf planting beds shall be irrigated on separate hydrozones. Low-volume or subsurface irrigation is encouraged for plant beds and shall be used where spray irrigation cannot operate without recurring waste.
- (5) A permanent irrigation system is not required for an established nonirrigated landscape, except as necessary for required street trees. Temporary irrigation may be used for plant establishment.
- (6) Landscape materials shall be contained so they do not migrate into sidewalks, streets, gutters, drains, or neighboring property. Materials shall not obstruct drainage or required public access.
- (7) Artificial turf is not turf for purposes of the percentage limits in this Chapter. Artificial turf may be installed on private property where otherwise permitted by this Title, but is prohibited in park strips, parkways, and medians unless approved for a specifically designed active-recreation facility.

9.6 Turf Standards

- (1) **Residential front yards.** In new single-family and two-family development, turf within the combined landscaped area of front yards and side yards shall not exceed fifty percent (50%). For

purposes of administering all other design standards in this Chapter, only the front yard and street-facing side yard of a corner lot are regulated.

- (2) **Small residential landscapes.** The limitation in Subsection (1) does not apply to a residential lot containing less than two hundred fifty (250) square feet of total landscaped area.
- (3) **Nonresidential, multifamily, and mixed-use development.** In new commercial, industrial, institutional, multifamily, and mixed-use development common-area landscapes, turf shall not exceed twenty percent (20%) of the total landscaped area outside active recreation areas.
- (4) **Narrow areas.** Turf is prohibited in new landscaped areas less than eight (8) feet in width, measured at the narrowest dimension.
- (5) **Right-of-way areas.** Turf is prohibited in park strips, parkways, and medians.
- (6) **Slopes.** Spray-irrigated turf is prohibited on slopes exceeding twenty-five percent (25%) where runoff is reasonably likely.
- (7) **Rear yards.** No turf percentage limit applies to an individual residential rear yard.

9.7 Front-Yard Landscape Standards

- (1) A front yard may be designed as a water-wise landscape, conventional planted landscape, turf area within the limits of Section 9.6, or any combination of those treatments.
- (2) Permitted front-yard treatments include adapted trees, shrubs, ornamental grasses, perennials, groundcovers, flowers, native or adapted seed mixes, edible landscaping, mulch, decorative aggregate, permeable paving, access paths, and other materials allowed by this Title.
- (3) This Section does not establish a minimum percentage of living plant coverage, a maximum percentage of mulch or decorative aggregate, or a mandatory plant palette for an individual residential front yard.
- (4) Continuous paving or surfacing installed primarily to expand vehicle parking remains subject to applicable parking, driveway, lot-coverage, and right-of-way standards.

9.8 Park Strips, Parkway, and Medians

- (1) **Installation and Maintenance Responsibility.** For all new construction and developments, the developer shall install all required landscaping, irrigation systems, street trees, and other approved improvements within park strips, parkways, and medians before final C of O. Following installation, the owner of property abutting a park strip shall be responsible for its ongoing maintenance unless the City or another entity has accepted that responsibility. Parkway and medians shall be maintained by the association, district, developer, or other entity identified in the approved landscape plan or development agreement.
- (2) **Design options.** A park strip, parkway, or median may use either or both of the following approaches:
 - (a) **Water-wise option.** Drought-tolerant or low-water-use trees, shrubs, perennials, groundcovers, ornamental grasses, native or adapted seed mixes, mulch, and decorative aggregate, irrigated efficiently as needed.
 - (b) **Conventional planted option.** Adapted trees, shrubs, perennials, flowers, ornamental grasses, and groundcovers having moderate or regular water needs, provided turf is not used, plants are hydrozoned, and irrigation complies with Section 9.5.

- (3) **Permitted non-plant materials.** Mulch, decorative rock, gravel, cobble, permeable pavers, flagstone, stepping stones, and similar materials are permitted when contained, stable, and compatible with drainage and public access. A concrete carriage or access strip may be installed between curb and sidewalk to the minimum width reasonably necessary for pedestrian access.
- (4) **Plant suitability.** Plant material in a park strip, parkway, or median shall:
 - (a) be adapted to the proposed soil, exposure, irrigation, and planting-space conditions;
 - (b) at maturity, maintain required visibility and not unreasonably obstruct sidewalks, streets, hydrants, meters, utility equipment, or drainage;
 - (c) not be listed as a State noxious weed or otherwise prohibited invasive species; and
 - (d) not create a foreseeable pedestrian hazard because of thorns, rigid branches, fruit, or similar characteristics within two (2) feet of a sidewalk, curb-access point, or required walkway.
- (5) **Height.** Except for approved trees and ornamental grasses with a narrow growth habit, plants within a required sight-distance area shall not exceed eighteen (18) inches in height at maturity. Outside a sight-distance area, plant height is governed by actual pedestrian, vehicle, utility, and maintenance clearance rather than a blanket height limit.
- (6) **Prohibited materials.** Turf, asphalt, artificial turf, uncontained loose material likely to migrate, and continuous impervious surfacing that obstructs drainage or eliminates required access are prohibited in park strips, parkways, and medians.
- (7) **Utilities.** Landscaping shall preserve access to meters, hydrants, valves, boxes, and other utility facilities. Permanent hardscape shall maintain the clearance required by the applicable utility provider. Removable mulch or aggregate may be used within a utility-clearance area.
- (8) **Utility Clearance.** Landscaping shall preserve unobstructed access to water meters, fire hydrants, valves, utility boxes, and other utility facilities. No concrete, pavers, or other permanent hardscape shall be poured or installed within two (2) feet of any water meter, fire hydrant, valve, or utility box, or within any greater clearance required by the City, Fire Code, or applicable utility provider. The required clearance area shall be covered with removable material, such as decorative rock, gravel, or mulch, that allows City and utility crews to access, inspect, read, maintain, repair, or replace the infrastructure without removing permanent improvements.
- (9) **Medians.** Because medians are not pedestrian park strips, the approving authority may permit a greater proportion of durable hardscape or a nonirrigated treatment when necessary for safety, maintenance access, limited soil volume, or irrigation feasibility.

9.9 Street Trees

- (1) Street trees are required with new subdivision and site-plan development where the approved street cross-section provides adequate planting space. Trees are not required in a park strip thirty-six (36) inches wide or less or where the City determines that utilities, visibility, drainage, or inadequate soil volume make a tree impracticable.
- (2) Required street trees shall be provided at an average rate of one tree per forty (40) linear feet of street frontage. Spacing may vary based on mature canopy, driveways, utilities, intersections, and other site conditions. When a park strip is unsuitable, a required tree may be planted on the adjoining lot near the right-of-way.

- (3) A deciduous street tree shall be at least one and one-half (1.5) inches in caliper at installation. The Director may approve smaller stock when it is more appropriate for the species or site and is reasonably expected to establish successfully.
- (4) Species shall be selected from the City's administrative plant guide or approved under Section 9.10 and 9.12. Species selection shall account for mature size, canopy, water demand, rooting characteristics, soil volume, utilities, and pest or disease vulnerability.
- (5) The responsible owner or entity shall provide establishment irrigation and long-term irrigation reasonably necessary to maintain required street trees.

9.10 Administrative Plant Guide and Alternative Compliance

- (1) **Administrative plant guide.** The Community Development Director may maintain a nonexclusive guide identifying plants generally suitable for front yards, park strips, parkways, medians, and street-tree locations. The guide may identify water-use category, mature height and spread, utility conflicts, and recommended planting conditions. The guide is advisory unless a provision of this Chapter expressly requires selection from it.
- (2) **Unlisted plants.** A plant is not prohibited merely because it is absent from the administrative plant guide. An applicant may use an unlisted plant that satisfies the objective standards of this Chapter.
- (3) **Alternative compliance.** The Director may approve an alternative material, layout, irrigation method, or planting arrangement upon written findings that the alternative:
 - (a) provides equal or greater water efficiency for the regulated landscape area;
 - (b) does not increase a turf allowance established by Section 9.6;
 - (c) does not materially impair safety, accessibility, drainage, utilities, required screening, or public infrastructure; and
 - (d) substantially advances the purpose of this Chapter.
- (4) **Conditions.** An approval may include reasonable, proportionate conditions necessary to satisfy the findings in Subsection (3).
- (5) **Appeal.** A final administrative decision under this Chapter may be appealed as provided by the generally applicable appeal procedures of this GLUDMC.

9.11 Installation, Maintenance, and Enforcement

- (1) Required landscaping shall be installed before final occupancy or guaranteed by a financial assurance or temporary certificate process authorized by the City. Installation may be deferred to the next appropriate planting season.
- (2) Required plant material shall be maintained in a reasonably healthy condition, allowing for normal seasonal dormancy and reasonable establishment losses. Dead required trees and plants used to satisfy a specific approval shall be replaced within the next appropriate planting season.
- (3) Landscaped areas shall be kept free of refuse, unlawful obstructions, and noxious weeds. Irrigation shall be maintained to prevent recurring leaks, runoff, and overspray.
- (4) Damage caused by construction, vehicle parking, or utility work shall be restored by the responsible party within the reasonable period specified by the City. Utility restoration may use an equivalent compliant treatment rather than replicate a material that is no longer available.

- (5) Before imposing a civil penalty for a maintenance violation, the City shall provide notice describing the violation and a reasonable opportunity to correct it, except where immediate action is authorized to address an imminent hazard.
- (6) Withholding final occupancy may be used to secure initial installation or an approved guarantee. Revocation of an occupancy permit shall not be used solely for a later landscape-maintenance violation unless independently authorized by law for a condition materially affecting health or safety.

9.12 Approved Street-Tree's

The following consolidated list is drawn from Salt Lake City Urban Forestry's published medium- and large-tree lists and Tooele City's November 20, 2024 Park Strip Tree Selection Guide. It is a candidate source list for Grantsville's future administrative plant guide; inclusion below does not make a tree appropriate for every site. Salt Lake City requires Urban Forestry approval and allows other species with approval. Tooele's guide is expressly nonexclusive.

- (a) **Amur corktree.** *Phellodendron amurense* — medium.
- (b) **Black tupelo.** *Nyssa sylvatica* — medium.
- (c) **Bur oak.** *Quercus macrocarpa* — large.
- (d) **Catalpa.** *Catalpa speciosa* — medium/large.
- (e) **Chinkapin oak.** *Quercus muehlenbergii* — large.
- (f) **Chokecherry.** *Prunus virginiana* — medium.
- (g) **Columnar English oak.** *Quercus robur* 'Fastigiata' — medium.
- (h) **Crabapple—Perfect Purple.** *Malus* 'Perfect Purple' — small; approximately 20 feet tall.
- (i) **Crabapple—Spring Snow.** *Malus* 'Spring Snow' — small; approximately 20 feet tall; fruitless.
- (j) **Crimean linden.** *Tilia* × *euchlora* — medium.
- (k) **Elm—Accolade.** *Ulmus japonica* × *wilsoniana* 'Morton' — large.
- (l) **Elm—Commendation.** *Ulmus* hybrid 'Commendation' — large.
- (m) **Elm—Emerald Flair.** *Ulmus parvifolia* 'Emerald Flair' — medium.
- (n) **Elm—Emerald Sunshine.** *Ulmus propinqua* 'Emerald Sunshine' — medium.
- (o) **Elm—Frontier.** *Ulmus* hybrid 'Frontier' — medium.
- (p) **Elm—Greenstone.** *Ulmus davidiana* 'JFS-KW2UD' — large.
- (q) **Elm—New Horizon.** *Ulmus japonica* × *pumila* 'New Horizon' — large.
- (r) **Elm—Triumph.** *Ulmus* hybrid 'Triumph' — large.
- (s) **Elm—Valley Forge.** *Ulmus americana* 'Valley Forge' — large.
- (t) **English oak.** *Quercus robur* — large.
- (u) **European alder.** *Alnus glutinosa* — medium.
- (v) **European beech.** *Fagus sylvatica* — large.
- (w) **Fruitless mulberry.** *Morus alba* (fruitless cultivar) — medium/large.
- (x) **Ginkgo—male/fruitless cultivar.** *Ginkgo biloba* — medium/large.
- (y) **Goldenrain tree.** *Koelreuteria paniculata* — medium.
- (z) **Hackberry.** *Celtis occidentalis* — medium/large.
- (aa) **Hardy rubber tree.** *Eucommia ulmoides* — medium/large.
- (bb) **Hedge maple.** *Acer campestre* — medium.
- (cc) **Honeylocust—Shademaster.** *Gleditsia triacanthos* var. *inermis* 'Shademaster' — large; approximately 50 feet tall.
- (dd) **Honeylocust—thornless.** *Gleditsia triacanthos* var. *inermis* — medium/large.
- (ee) **Hophornbeam.** *Ostrya virginiana* — medium.
- (ff) **Hornbeam—American.** *Carpinus caroliniana* — medium.

- (gg) **Hornbeam—European.** *Carpinus betulus* — medium/large.
- (hh) **Horsechestnut.** *Aesculus hippocastanum* — large.
- (ii) **Horsechestnut—red.** *Aesculus × carnea* — medium.
- (jj) **Katsura.** *Cercidiphyllum japonicum* — medium.
- (kk) **Kentucky coffeetree.** *Gymnocladus dioica* — large.
- (ll) **Linden—Greenspire.** *Tilia cordata* ‘Greenspire’ — large; approximately 50 feet tall.
- (mm) **London planetree.** *Platanus × acerifolia* — large.
- (nn) **Maple—black.** *Acer nigrum* — large.
- (oo) **Maple—Norway.** *Acer platanoides* — large.
- (pp) **Maple—purpleblow.** *Acer truncatum* — medium.
- (qq) **Maple—State Street.** *Acer miyabei* — medium/large.
- (rr) **Maple—sugar (Caddo types).** *Acer saccharum* — medium.
- (ss) **Maple—sycamore.** *Acer pseudoplatanus* — medium/large.
- (tt) **Mayday tree.** *Prunus padus* — medium.
- (uu) **Northern pin oak.** *Quercus ellipsoidalis* — large.
- (vv) **Oak—Kindred Spirit.** *Quercus × ‘Nadler’* (Kindred Spirit®) — medium/large; approximately 30–40 feet tall; narrow, columnar form.
- (ww) **Osage orange—thornless/fruitless.** *Maclura pomifera* — medium.
- (xx) **River birch.** *Betula nigra* — medium.
- (yy) **Sawtooth oak.** *Quercus acutissima* — large.
- (zz) **Shingle oak.** *Quercus imbricaria* — large.
- (aaa) **Shumard oak.** *Quercus shumardii* — large.
- (bbb) **Silver linden.** *Tilia tomentosa* — large.
- (ccc) **Sweetgum.** *Liquidambar styraciflua* — large.
- (ddd) **Swamp white oak.** *Quercus bicolor* — large.
- (eee) **Tuliptree.** *Liriodendron tulipifera* — large.
- (fff) **Turkish filbert.** *Corylus colurna* — medium.
- (ggg) **Yellowwood.** *Cladrastis kentukea* — medium.
- (hhh) **Zelkova.** *Zelkova serrata* — medium/large.

Trees discourages in park strips

All evergreen conifers; Siberian elm; Russian olive; silver maple; boxelder; cottonwoods; poplars; aspens; willows; ash; purpleleaf plum and other low-growing *Prunus* types; Callery pear; and crabapples. Its stated concerns include visibility and clearance, pests, suckering, weak wood, disease, fruit litter, fire blight, and alkaline-soil performance. Small ornamental trees are generally not recommended in park strips and may be considered only in park strips wider than eight feet where clearance is not a concern.

Primary sources consulted

Utah Division of Water Resources, Landscape Incentive Program and qualifying landscape ordinance criteria: <https://conservewater.utah.gov/landscape-rebates/>

Utah Code § 10-9a-536, Water-wise landscaping — Municipal landscaping regulations: <https://le.utah.gov/xcode/Title10/Chapter9A/10-9a-S536.html>

Salt Lake City Code, Chapter 21A.48, Landscaping and Buffers: https://codelibrary.amlegal.com/codes/saltlakecityut/latest/saltlakecity_ut/0-0-0-70213

Salt Lake City Planning Division, Landscaping and Buffers Code overview: <https://www.slc.gov/planning/2024/04/12/slclandscaping/>

Tooele City Code, Chapter 11a, Residential Park Strip Landscaping Requirements:

<https://www.tooelecity.gov/Document%20Center/Government/City%20code/Title4Chapter11a%28Jun2023%29.pdf>

Tooele City, Park Strip Tree Selection Guide (November 20, 2024):

<https://www.tooelecity.gov/Documents/CommunityDevelopment/Tooele%20City%20Tree%20Selection%20Guide%20%2811-20-2024%29.pdf>

Salt Lake City Urban Forestry, Medium Trees at Maturity:

<https://slcdocs.com/parks/Forestry/Medium%20Salt%20Lake%20City%20Tree%20Species1.pdf>

Salt Lake City Urban Forestry, Large Trees at Maturity:

<https://www.slcdocs.com/parks/Forestry/Large%20Salt%20Lake%20City%20Tree%20Species1.pdf>

Agenda Item # 8

Consideration of Resolution 2026-69
approving the renaming of Parkview
Drive within Sun Sage Terrace Phase 2
to McIntosh Drive



**GRANTSVILLE CITY
RESOLUTION NO. 2026-69**

**A RESOLUTION OF THE GRANTSVILLE CITY COUNCIL APPROVING THE
RENAMING OF PARKVIEW DRIVE WITHIN SUN SAGE TERRACE PHASE 2 TO
MCINTOSH DRIVE**

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

WHEREAS, Parkview Drive is located within Sun Sage Terrace Phase 2 in Grantsville City; and

WHEREAS, the name Parkview Drive conflicts with an existing road name in Stansbury Park, creating the potential for confusion with addressing and public services; and

WHEREAS, the Grantsville City Council finds that renaming Parkview Drive to McIntosh Drive is in the best interest of the City;

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

Section 1. Approval of Road Name Change: Parkview Drive within Sun Sage Terrace Phase 2 is hereby renamed McIntosh Drive.

Section 2. Authorization: The Mayor and City staff are authorized to take any reasonable steps necessary to implement the road name change and update the City's records accordingly.

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

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

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS 7TH DAY OF OCTOBER, 2026.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:



By Mayor Heidi Hammond

ATTEST

Alicia Fairbourne, City Recorder

Agenda Item # 9

Adjourn