

10-3-1306 Interest in business entity regulated by municipality -- Disclosure statement required.

- (1) Every appointed or elected officer or municipal employee who is an officer, director, agent, or employee or the owner of a substantial interest in any business entity which is subject to the regulation of the municipality in which he is an elected or appointed officer or municipal employee shall disclose the position held and the nature and value of his interest upon first becoming appointed, elected, or employed by the municipality, and again at any time thereafter if the elected or appointed officer's or municipal employee's position in the business entity has changed significantly or if the value of his interest in the entity has increased significantly since the last disclosure.
- (2) The disclosure shall be made in a sworn statement filed with the mayor. The mayor shall report the substance of all such disclosure statements to the members of the governing body, or may provide to the members of the governing body copies of the disclosure statement within 30 days after the statement is received by him.
- (3) This section does not apply to instances where the value of the interest does not exceed \$2,000. Life insurance policies and annuities may not be considered in determining the value of any such interest.

Amended by Chapter 378, 2010 General Session

10-3-1308 Investment creating conflict of interest with duties -- Disclosure.

Any personal interest or investment by a municipal employee or by any elected or appointed official of a municipality which creates a conflict between the employee's or official's personal interests and his public duties shall be disclosed in open meeting to the members of the body in the manner required by Section 10-3-1306.

Amended by Chapter 147, 1989 General Session



Grantsville City
429 E Main St
Grantsville, UT 84029
(435) 884-3411

XBP Confirmation Number: 109089676

► Transaction detail for payment to Grantsville City. Date: 11/01/2021 - 3:20:47 PM MT

Transaction Number: 159747704PT
MastercardXXXX-XXXX-XXXX-7504
Status: Successful

Account #	Item	Quantity	Item Amount
	407-ANNEXATION FEE	1	\$1000.00

TOTAL: \$1000.00

► Transaction detail for payment to Grantsville City. Date: 11/01/2021 - 3:20:49 PM MT

Transaction Number: 159747708PT
MastercardXXXX-XXXX-XXXX-7504
Status: Successful

Account #	Item	Quantity	Item Amount
	Service Fee	1	\$25.00

TOTAL: \$25.00

Billing Information

Craig Smith
4982 N. Heidi Way
Erda, Ut 84029
(435) 830-3747
rockmann8888@outlook.com

Transaction taken by: bbaugh

RECEIPT DATE November 1, 2021 No. UU8233RECEIVED FROM Craig Smith \$ 14,400.006 Mile Ranch Annexation to Grantsville DOLLARS☐ FOR RENT Annexation Review Fees☐ FOR Inv# 2021-0063☐ CASH FROM _____ TO _____☐ CHECK 14,400.00☐ MONEY ORDER☐ CREDIT CARD BY Rylisha Ulin 3-11**RECEIPT** DATE _____ No. 008234

RECEIVED FROM _____ \$ _____

_____ DOLLARS

☐ FOR RENT☐ FOR _____☐ CASH☐ CHECK☐ MONEY ORDER☐ CREDIT CARD

FROM _____ TO _____

BY _____ 3-11

RECEIPT DATE _____ No. 008235

RECEIVED FROM _____ \$ _____

_____ DOLLARS

☐ FOR RENT☐ FOR _____☐ CASH☐ CHECK☐ MONEY ORDER☐ CREDIT CARD

FROM _____ TO _____

BY _____ 3-11

RECEIPT DATE _____ No. 008236

RECEIVED FROM _____ \$ _____

_____ DOLLARS

☐ FOR RENT☐ FOR _____☐ CASH☐ CHECK☐ MONEY ORDER☐ CREDIT CARD

FROM _____ TO _____

BY _____ 3-11

Tooele Surveyor

Misc.

Processing Fee

\$14,400.00

\$360.00

TOTAL

\$14,760.00

11/2/2021 10:11 am

M*7504

AuthCode: 04194Q-04239Q

Ref: 618164bc-SIP-43891

Transaction ID: Event-3697

Account: Craig Smith-M*7504

Name: Craig Smith

Customer Copy

Tooele Surveyor
47 South Main
Tooele, UT 84074
435-843-3100

Thank-you.

Your statement will describe your payment as 'CBT*TOOELE COUNTY UT' and the service fee transaction as 'CBT*SVC FEE TOOELE CN'.

NOTICE OF PETITION SEEKING ANNEXATION INTO GRANTSVILLE CITY

NOTICE IS HEREBY GIVEN that an annexation petition covering property located east of the boundaries of Grantsville City has been filed with the City Recorder of Grantsville City. Pursuant to the petition, John Bleazard, is seeking to annex approximately 7,888.65 acres into the corporate boundaries of Grantsville City. This land includes privately owned property and is described as follows:

BOUNDARY DESCRIPTION

A parcel of land, situate in Section 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, and 35, Township 2 South, Range 5 West,
also Section 7, 18, and 19, Township 2 South, Range 4 West, and Section 4 Township 3 South, Range 5 West, Salt Lake Base and Meridian,
said parcel also located in Tooele County, Utah, more particularly described as follows:

Beginning at the Northwest Corner of Section 15, Township 2 South, Range 5 West, Salt Lake Base and Meridian, and running:

thence South 0°13'29" East 5,301.59 feet, along the section line;
thence South 0°31'20" East 1,325.16 feet, along the section line, to the 16th

Corner;

thence North 89°47'28" East 1,329.54 feet, along the 40 acre line;
thence South 0°28'48" East 2,649.44 feet, along the 40 acre line;
thence North 89°45'13" East 3,982.77 feet, along the 40 acre line, to the section line;
thence North 0°21'12" West 1,323.40 feet, along the section line, to the Quarter section line;
thence South 89°46'20" West 1,328.56 feet, along the Quarter section line, to the 16th

Corner;

thence North 0°23'44" West 1,323.84 feet, along the 40 acre line;
thence South 89°47'28" West 2,659.08 feet, along the 40 acre line;
thence North 0°28'48" West 1,324.72 feet, along the 40 acre line;
thence North 0°13'29" West 1,325.04 feet, along the 40 acre line;
thence North 89°49'31" East 2,661.03 feet, along the 40 acre line;
thence North 0°13'29" West 1,324.31 feet, along the 40 acre line;
thence North 0°13'29" West 2,648.63 feet, along the 40 acre line, to the section line;
thence North 89°52'19" East 5,308.62 feet, along the Section line, to the 16th

Corner;

thence North 0°13'30" West 725.39 feet, along the 40 acre line to the Great Salt Lake meander line;
thence South 75°00'03" East 1,222.85 feet, along said meander line the following 10 calls;
thence South 0°06'04" West 406.28 feet;
thence South 58°04'17" West 557.80 feet;
thence South 1°24'44" West 421.65 feet;
thence East 987.81 feet;
thence North 83°54'32" East 1,365.03 feet;
thence North 77°03'01" East 1,278.95 feet;
thence North 65°30'22" East 707.80 feet;
thence North 66°55'36" East 347.45 feet;
thence North 59°27'02" East 960.88 feet;
thence North 54°47'50" East 689.15 feet, to the line dividing Range 5 West and Range 4 West Range lines;
thence South 0°05'43" East 1,018.02 feet, along the section line;

boundary of Grantsville City, to the section line;
thence North 0°31'02" West 2,650.07 feet, along the section line;
thence South 89°46'36" West 313.50 feet, along the section line;
thence South 1,011.11 feet, to the Northern right of way of said State Road 138;
thence South 70°32'01" West 302.42 feet;
thence North 19°10'00" West 448.50 feet;
thence South 60°00'00" West 656.16 feet, to the 40 acre line;
thence North 0°25'02" West 1,012.43 feet, along the 40 acre line, to the section line;
thence South 89°46'36" West 1,321.51 feet, along the section line, to the Quarter section line;
thence South 0°19'02" East 1,327.36 feet, along the Quarter section line, to the 16
th
corner;
thence North 89°43'29" East 1,323.82 feet, along the 40 acre line;
thence South 0°25'02" East 1,326.17 feet, along the 40 acre line;
thence South 0°24'39" East 1,324.27 feet, along the 40 acre line;
thence South 0°24'39" East 1,324.90 feet, along the 40 acre line, to the said Township 2 South and Township 3 South
dividing Township
lines;
thence South 89°41'00" West 1,330.45 feet, along the section line, also along the boundary of Grantsville City the
following 24 calls;
thence South 89°40'45" West 2,639.30 feet, along said annexation to said Castagno Annexation;
thence North 0°30'55" West 29.57 feet, along said Castagno Annexation;
thence South 89°46'35" West 1,342.47 feet, along said Castagno Annexation;
thence South 89°48'00" West 1,320.51 feet, along said Castagno Annexation to said Lewis Annexation to Grantsville
City;
thence North 0°07'15" West 2,235.65 feet, to the South line of said State Road 138, along said Lewis Annexation;
thence North 89°00'36" West 658.07 feet, Along said Lewis Annexation and said South line of State Road, to the East
line of said Sun
Valley Ranchettes;
thence South 0°04'10" East 2,264.04 feet, along said Lewis Annexation and said subdivision to and along the East line of
said Sun Valley
Ranchettes Amended No. 1;
thence South 89°06'00" East 10.85 feet, along said Lewis Annexation and Sun Valley Ranchettes Amended No. 1;
thence South 0°04'10" East 432.00 feet, along said Lewis Annexation and said Sun Valley Ranchettes Amended No. 1 to
the South line of
Durfee Street;
thence North 89°14'00" West 374.05 feet, along said South line;
thence North 0°02'45" West 2,797.80 feet, along and beyond the West line of said Sun Valley Ranchettes to the North
line of said State
road 138;
thence South 88°59'34" East 21.98 feet, along said North line to said Mark May Addition;
thence North 0°10'45" West 260.79 feet, along said Mark May Addition;
thence North 89°45'37" East 28.24 feet, along said Mark May Addition;
thence North 0°16'24" West 277.47 feet, along said Mark May Addition;
thence North 89°43'36" East 300.00 feet, along said Mark May Addition;
thence South 0°16'24" East 277.66 feet, along said Mark May Addition;
thence North 89°45'44" East 66.00 feet, along said Mark May Addition;
thence North 0°07'38" West 1,329.03 feet, along said Mark May Addition;
thence South 89°45'06" West 198.00 feet, along said Mark May Addition;
thence North 0°07'38" West 1,328.99 feet, along said Mark May Addition to the section line;
thence South 89°44'32" West 217.66 feet, along said section line;
thence North 0°58'08" West 2,644.69 feet;
thence North 1,322.26 feet, to the 40 acre line, also being the end of said 24 calls;
thence North 89°44'11" East 644.40 feet, along said 40 acre line, also being the South line of the Higley Parcel, diverging

**GRANTSVILLE CITY
APPLICATION FOR ANNEXATION**

For Office Use Only

Date filed: 11/6/2021 Number of acres (rounded up): 8934

Fee: \$1,000 (Covers the notices, publications, and reviews)

Fees received by: Blank Amount paid: 1000.00

Is the property located within the Grantsville City Annexation Policy Plan? X Y ___ N

Does the application and petition have the following?

Map approved by the Tooele County Surveyor X Y ___ N

Legal Description X Y ___ N

List of all property owners within the petition X Y ___ N

Certificate of Mailing ___ Y ___ N

Contact Sponsor:

Name: Six Mile Ranch Co Address: P.O. Box 222

City: Grantsville State: UT Zip: 84029

Phone #: _____ Cell #: (435) 830-3747 Email: rockman8888@outlook.com

Authorized Agent (if applicable): Craig Smith

Address: 4982 N. Heidi Way

City: Erda State: UT Zip: 84074

Phone #: _____ Cell #: (435) 830-2802 Email: craigrocks70@gmail.com

Name of Proposed Annexation: Six Mile Ranch

General Location of Proposed Annexation: _____

What percent of Private Real Property within the Proposed Annexation is represented by signatures of owners? 100%

Percent of the Value of Private Real Property within the Proposed Annexation is represented by the signatures? _____

Total number of acres included in the Annexation: 8,933.78 Total number of parcels included in Annexation: 88

Zoning Requested: _____

Proposed Land Uses: _____

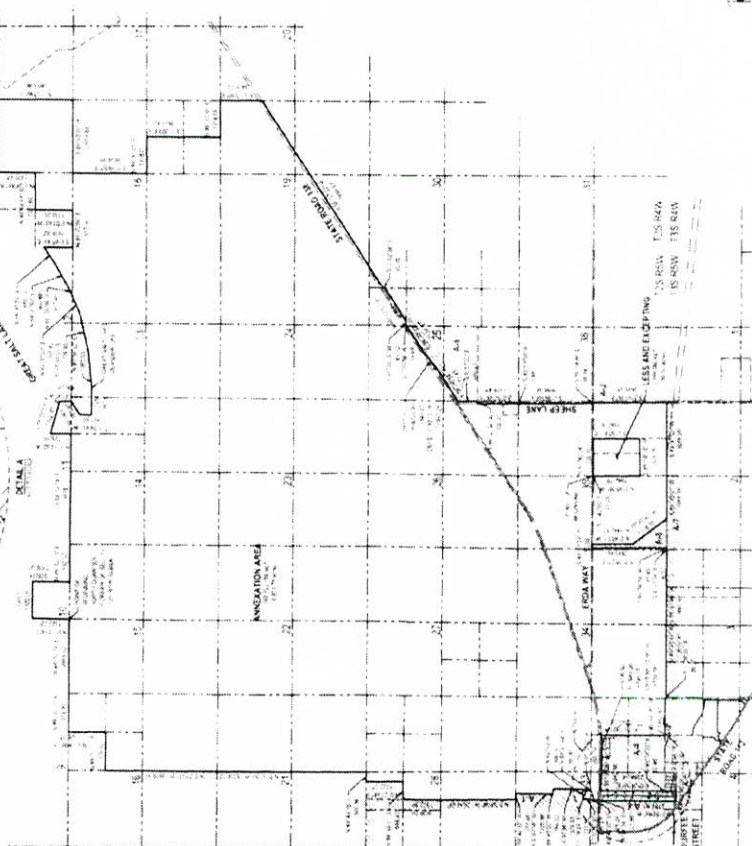
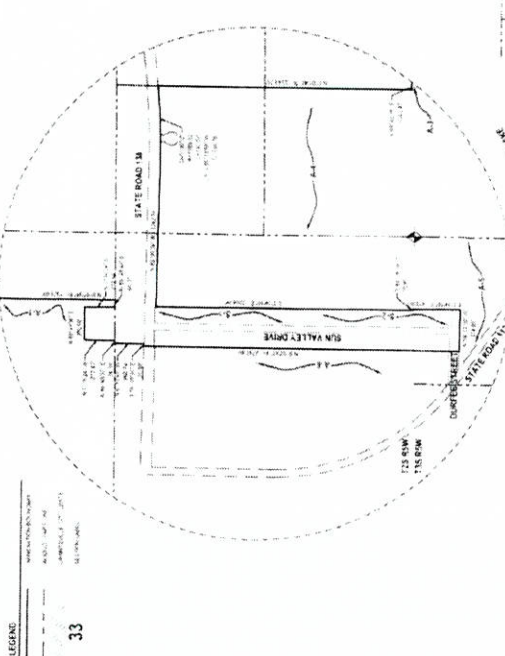
Surrounding Land Uses: _____

Please provide a legal description of the area and a spreadsheet with information for each parcel included with this annexation. (A fill in the blanks spreadsheet may be obtained from the Grantsville City Recorder.)

33

SIX MILE RANCH ANNEXATION TO GRANTSVILLE CITY

FINAL LOCAL ENTRY PLAT
 LOCATED IN SECTION 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27
 SECTION 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27
 SECTION 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27
 SALT LAKE BASE AND MERIDIAN
 GRANTSVILLE CITY, JOHNSON COUNTY, UTAH



DEED CERTIFICATE
 This is to certify that the within and foregoing plat was duly recorded in the office of the County Clerk of Johnson County, Utah, on the 15th day of April, 2001, at 10:00 AM, and that the same is a true and correct copy of the original as the same appears in the records of said County Clerk.

DEED CERTIFICATE
 This is to certify that the within and foregoing plat was duly recorded in the office of the County Clerk of Johnson County, Utah, on the 15th day of April, 2001, at 10:00 AM, and that the same is a true and correct copy of the original as the same appears in the records of said County Clerk.

DEED CERTIFICATE
 This is to certify that the within and foregoing plat was duly recorded in the office of the County Clerk of Johnson County, Utah, on the 15th day of April, 2001, at 10:00 AM, and that the same is a true and correct copy of the original as the same appears in the records of said County Clerk.

DEED CERTIFICATE
 This is to certify that the within and foregoing plat was duly recorded in the office of the County Clerk of Johnson County, Utah, on the 15th day of April, 2001, at 10:00 AM, and that the same is a true and correct copy of the original as the same appears in the records of said County Clerk.

SECTION REFERENCE TABLE

SECTION	SECTION REFERENCE	SECTION REFERENCE	SECTION REFERENCE
1-12	SECTION 1-12	SECTION 1-12	SECTION 1-12
13-24	SECTION 13-24	SECTION 13-24	SECTION 13-24
25-36	SECTION 25-36	SECTION 25-36	SECTION 25-36

ANNEXATION REFERENCE TABLE

SECTION	SECTION REFERENCE	SECTION REFERENCE	SECTION REFERENCE
1-12	SECTION 1-12	SECTION 1-12	SECTION 1-12
13-24	SECTION 13-24	SECTION 13-24	SECTION 13-24
25-36	SECTION 25-36	SECTION 25-36	SECTION 25-36

ACCEPTANCE BY LEGISLATIVE BODY
 The undersigned, being the duly constituted legislative body of the City of Grantsville, Utah, do hereby accept the annexation of the within and foregoing plat to the City of Grantsville, Utah, and do hereby certify that the same is a true and correct copy of the original as the same appears in the records of said County Clerk.

SIX MILE RANCH ANNEXATION TO GRANTSVILLE CITY
 FINAL LOCAL ENTRY PLAT
 LOCATED IN SECTION 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27
 SECTION 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27
 SALT LAKE BASE AND MERIDIAN
 GRANTSVILLE CITY, JOHNSON COUNTY, UTAH

DEED CERTIFICATE
 This is to certify that the within and foregoing plat was duly recorded in the office of the County Clerk of Johnson County, Utah, on the 15th day of April, 2001, at 10:00 AM, and that the same is a true and correct copy of the original as the same appears in the records of said County Clerk.

DEED CERTIFICATE
 This is to certify that the within and foregoing plat was duly recorded in the office of the County Clerk of Johnson County, Utah, on the 15th day of April, 2001, at 10:00 AM, and that the same is a true and correct copy of the original as the same appears in the records of said County Clerk.

DEED CERTIFICATE
 This is to certify that the within and foregoing plat was duly recorded in the office of the County Clerk of Johnson County, Utah, on the 15th day of April, 2001, at 10:00 AM, and that the same is a true and correct copy of the original as the same appears in the records of said County Clerk.

DEED CERTIFICATE
 This is to certify that the within and foregoing plat was duly recorded in the office of the County Clerk of Johnson County, Utah, on the 15th day of April, 2001, at 10:00 AM, and that the same is a true and correct copy of the original as the same appears in the records of said County Clerk.

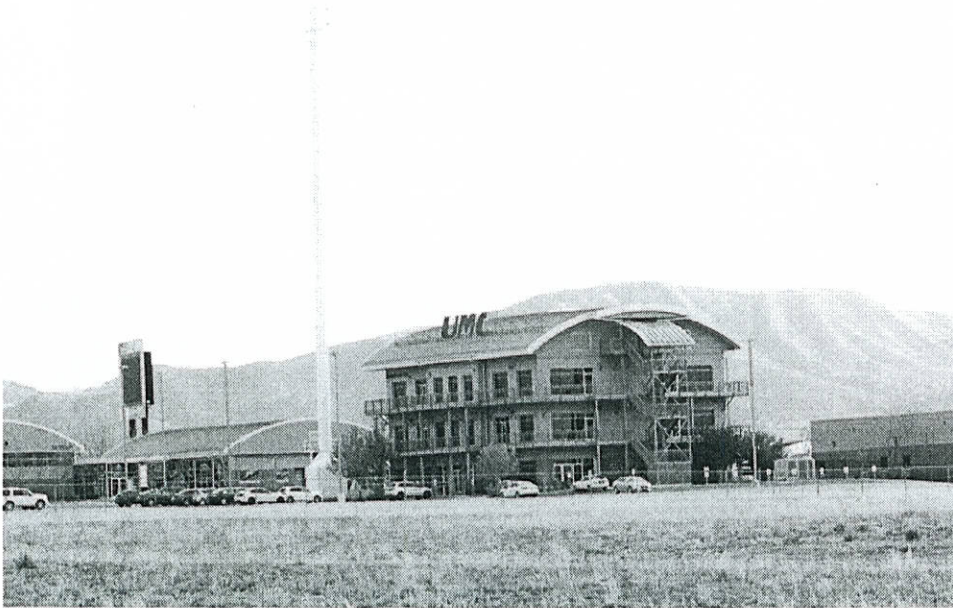


photo credit here Grantsville City has filed a lawsuit against Tooele County alleging a breach of contract over sewer and water services. Some of those services involve Utah Motorsports Campus (above), which is owned by Tooele County.

APRIL 18, 2017

Grantsville suing county over sewer, water

Grantsville City filed a lawsuit against Tooele County and Deseret Peak Special Service District in 3rd District Court last Friday, alleging a breach of contract in an agreement to provide sewer and water to Deseret Peak Complex and Utah Motorsports Campus.

The lawsuit seeks not less than \$1.2 million in total compensatory and punitive damages.

Grantsville City has provided water to Deseret Peak since the two entities signed an agreement in January 2003, according to the lawsuit.

Grantsville City alleged the county failed to complete agreed upon facilities, exceeded its expected water consumption, did not provide sufficient water rights and failed to read meters or bill water users on its properties, the lawsuit said. During this time, Tooele City provided sewer and wastewater services to the recreation complex.

Grantsville City and the county completed a new interlocal agreement in March 2014 in which the city would permanently provide sewer and water services to Deseret Peak Complex, the former Miller Motorsports Park and the former Reckitt Benckiser facility. The county would also entertain an annexation petition. The Tooele County Commission and Grantsville City Council unanimously approved the arrangement.

The 2014 agreement said the current and future water and sewer needs for the complex and racetrack were "best served on a permanent basis by the City through the annexation of the annexation area into the city." Following annexation, the agreement stated the affected properties would be withdrawn from the Deseret Peak Special Service District.

In November 2014, Grantsville City annexed the agreed upon properties with the certificate of annexation signed by the lieutenant governor.

The agreement called for the transfer of county water rights up to 312 acre-feet of water, or about 101 million gallons, to the city. Under the agreement, the city would install a sewer main along Sheep Lane to connect the Giza lift station.

The lawsuit filed Friday said the county and special service district failed to honor the 2014 agreement on a number of different fronts, including a failure to remove the annexation area from the special service district and not transferring the agreed-upon water facilities and easements. The city also said the county did not provide the necessary deeds, sewer facilities and easements, as well as failed to perform other obligations under the contract.

The lawsuit also said the recent agreements between Tooele County and Tooele City and Stansbury Park Improvement District show “a positive and unequivocal intent to not render performance under the Contract.”

On March 15, the county entered into an agreement to have Tooele City continue providing wastewater and sewer service to Deseret Peak Complex and Utah Motorsports Campus.

The county also approved on March 14 an agreement with Stansbury Park Improvement District to establish the special service district as the regional wastewater provider for northern Tooele Valley. The agreement included providing sewer service to Deseret Peak and Utah Motorsports Campus as justification for the regional sewer network.

Grantsville City’s lawsuit said the county violated the 2014 agreement by issuing the stop work notice on the Sheep Lane sewer line and stopping the city from providing sewer service to the properties. The county and special service district denied the right of the city to perform its contractual obligations “by concealing and misrepresenting its intentions to prevent completion of the Sheep Lane Project”, the lawsuit alleged.

Grantsville City awarded an engineering contract for the Sheep Lane sewer main in March 2014 and a construction contract was awarded in December 2015, according to the lawsuit. Construction on the \$280,000 project began in January 2016 but was halted just prior to completion at the request of the county commission.

In a Feb. 3, 2016 letter from Tooele County Attorney Scott Broadhead, the commissioners requested “no connection occur of the new sewer line to the sewer line on the Deseret Peak property without prior approval of the Commissioners.” The letter said the commissioners were concerned about the connection of the sewer lines and a possible disruption to the Deseret Peak facility.

In the lawsuit, the city also seeks payment for the water it has provided to Deseret Peak Complex under the agreement and to require the county to convey water rights sufficient to cover county land and facilities within the annexation area.

Grantsville City also requested an injunction requiring the county to perform its requirements under the 2014 agreement, including connecting to the city’s sewer and wastewater system, while paying city rates for the system. If the court does not order the county to connect to the sewer service, Grantsville City requested the city be allowed to terminate the contract and stop providing water to the recreation complex.

The lawsuit also challenged the Tooele City and Stansbury Park Improvement District agreements on the grounds Grantsville City has the right to control sewage facilities within its boundaries under state law. The properties in the annexation area fall within the city’s boundaries and Grantsville City has not allowed other agencies to provide sewer service.

During a Dec. 21, 2016 meeting, the Grantsville City Council unanimously rejected a disconnection request from the Tooele County Commission to return property to unincorporated status, including Deseret Peak Complex and Utah Motorsports Campus. The county, which submitted the disconnection request last September, could challenge the city’s decision to deny the request in district court.

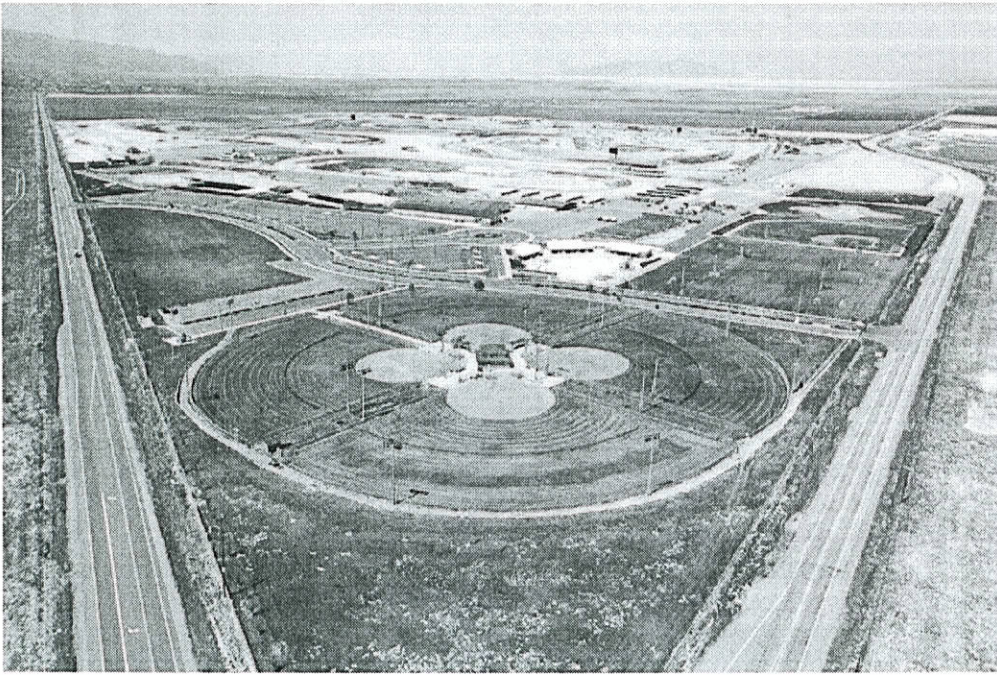
In a news release issued Monday, Grantsville City outlined the reasoning behind the lawsuit, highlighting the breach of contract and the county entering into competing contracts with Tooele City and SPID.

“Grantsville City has enjoyed a long and cordial relationship with the County, and the City is pleased to have the Deseret Peak Complex as part of our City,” the release said. “The City is committed to providing both water and sewer service to the Complex. We are optimistic we can work out the issues we have regarding public utility service to the Complex, and continue to build the Complex into a world-class facility.”

Requests from the Tooele County Commission on the lawsuit were not returned by press time Tuesday.



Steve Howe



An aerial view of Deseret Peak Complex taken in the spring of 2013.

OCTOBER 3, 2016

County, Grantsville end war over annexation

New agreement also settles dispute over water and sewer at Deseret Peak Complex ♦

Tooele County and Grantsville City have ended a long standing dispute over annexation and sewer service.

The Tooele County Commission reviewed a settlement agreement with Grantsville City during its meeting at the Tooele County Building on Tuesday night. The agreement ends a pair of lawsuits between Tooele County and Grantsville City over the annexation of Deseret Peak Complex, Utah Motorsports Campus, the Purple manufacturing facility, and sewer and water service to the area. "After years of hard work and collaboration, I am optimistic that we have found the right path forward," said County Commission chairman Tom Tripp. "The signing of this agreement signals a new day in which Tooele County and Grantsville City can put our differences aside and work together on our shared interests."

In 2014, Grantsville City annexed Deseret Peak Complex, Utah Motorsports Campus, and the property east of Sheep Lane where Purple Inc. is located.

The annexation was initiated by the County Commission. The county owned both Deseret Peak and the Miller Motorsports Park at the time.

At the time of annexation, Grantsville City and Tooele County entered into an interlocal agreement for water and future sewer service for Deseret Peak. Grantsville had provided water to Deseret Peak since 2003.

In 2016, the Grantsville City Council rejected a request from Tooele County to remove the property from the city and return it to unincorporated status.

Grantsville City then filed litigation in 3rd District Court. The city claimed that the county breached the 2014 agreement. The county in turn filed a countersuit that claimed Grantsville had breached the agreement earlier and requested the court to order the "disconnection," or de-annexation, of the property.

The new agreement, reviewed by the County Commission on Tuesday night, ends both lawsuits and forges a new interlocal cooperation agreement between the two government entities.

Under the agreement the County withdraws its challenge to the annexation of the property and acknowledges the property is under the jurisdiction of Grantsville.

After annexation, Grantsville zoned Deseret Peak Complex and UMC as commercial general. The Purple facility was designated as manufacturing-distribution. In the agreement Grantsville acknowledges that these zone designations allow for uses consistent with the current uses of the properties.

Grantsville also agrees not to initiate or solicit future annexation of property east of Sheep Lane between Erda Way and state Route 112. However, the agreement does allow Grantsville to consider annexation initiated by a property owner in that area.

In the agreement Grantsville agrees to delegate primary responsibility for law enforcement at Deseret Peak Complex to the Tooele County Sheriff's Office. The agreement also calls for the county to process, issue, and enforce permits for all public events at Deseret Peak Complex.

Tooele County agrees to turn over all sewer and water infrastructure, easements, and certain water rights to Grantsville City, according to the agreement.

The County Commission held the first reading of the agreement at its meeting Tuesday night.

Approval of the agreement is anticipated to happen at a future meeting of the County Commission, according to Tripp.

Grantsville City Council considered the same agreement during its meeting Wednesday night.

"It's no secret that we've had our differences over the years," said Grantsville Mayor Brent Marshall.

"That being said, we've worked hard to find consensus on these important issues. This agreement is evidence of our dedication to seeking a resolution that will benefit both of our constituencies."

Tim Gillie



Tooele County Sheriff Sgt. Heather Prescott waits for a 911 call in the county's dispatch center in 2014. Grantsville City officials and Sheriff Paul Wimmer are in conflict over an increase in dispatch fees.

MAY 19, 2016

Grantsville and county tangle over rising dispatch fees

Grantsville City Mayor Brent Marshall expressed his frustration with ballooning dispatch fees to Tooele County Sheriff Paul Wimmer during Wednesday's city council meeting.

For the second year in a row, Grantsville City faces an increase in dispatch fees of more than \$22,000. In 2015, the city paid \$95,139 in dispatch fees; that figure will jump to \$118,869 in the city's projected budget.

In past years, municipalities and agencies that use Tooele County dispatch were charged a base fee using population figures, as well as a usage fee based on the three-year average number of incidents and traffic stops.

Some users, including the Bureau of Land Management and Bureau of Indian Affairs, paid set contract amounts of \$5,462.

For the current budget year, however, the county has adopted a new formula to determine dispatch fees akin to the way water bills are generated. All users will pay a base fee of \$752, which covers 50 incidents; each additional incident will cost \$15.04.

The new formula was one of four presented to stakeholders during meetings last year. Marshall said the city supported a different option that increased the number of organizations paying a contract fee and charged the remaining municipalities based on their percentage of the total incidents and traffic stops in the county.

"It's not that we liked it but it was the one that we preferred," Marshall said. "It was less money to us."

Under Marshall's favored plan, Grantsville City would have paid \$114,644 in 2016, a savings of more than \$4,000.

The selected option will be much cheaper for agencies paying the \$5,462 contract fee, however. For example, the BLM will only pay the base fee of \$752.12 in 2016, since the agency averaged only 30 incidents over the past three years.

Marshall said contract agencies were already paying a flat rate while cities and the county absorbed significant increases the past several years.

"The contract people that are stakeholders in this system in the past three years haven't been assessed an increase and we have," he said.

Marshall also said that Wimmer told them there could be a 10 to 11 percent increase in dispatch fees next year. Wimmer contested that comment, saying it's difficult to predict how much the budget will increase when he doesn't control raises for county employees and stakeholders made requests that the county include caps on fee increases in their agreement.

"You also wanted us to be able to guarantee it wouldn't go up more than a specific amount, which, with the fluid way the budget operates, that's really not possible at this point," Wimmer said.

In 2016, the county's dispatch budget jumped up to \$1.2 million, an increase of about \$158,000.

Wimmer said a clerical error that caused dispatch to under-budget on holiday pay by more than \$25,000 last year and increases in salaries and benefits contributed to the higher figure.

Tooele County Commissioner Myron Bateman said the dispatch center only recently returned to former staffing levels in December 2014 and the only way to cut costs would be to terminate positions.

"They've been short dispatchers for several years," he said.

In addition to rising costs, the county has seen 911 fees drop \$16,000 over the past four years. The state tax commission collects a 70 cent fee for every phone line in the county — with 9 cents staying with the state and 61 cents going to local government.

Marshall said competitors to Tooele County Dispatch, such as the Valley Emergency Communications Center, or VECC, could provide better rate stability if the city left the county's system.

"I'm confused ... how we can't predict something because I've got VECC's contract right here and they have predicted their costs and they don't have a 20 percent increase," he said.

According to Marshall, Grantsville would save more than \$40,000 switching to VECC over staying with the county. VECC offered the city \$9.27 per police incident and \$32.33 for each fire call on a five-year contract.

Wimmer admitted he couldn't match VECC's prices due to the scale of its operation, which is based in West Valley City. He said the quality of service from Tooele County's system was better, however, and dispatchers are more familiar with the area and handle less call volume.

Marshall said he'd rather not move to a different dispatch service, but rising dispatch fees put a strain on municipal budgets when they are so significant each year.

"Don't get me wrong, it's not that I want to leave, I just want to be treated so that I feel like I've been treated fairly," he said.

The Tooele County Council of Government is expected to review the possibility of creating a special service district to pay for the county's dispatch during its meeting at 6 p.m. tonight at the Tooele County Building.

Steve Howe