



January 18th, 2023

City Council Meeting

Information Packet

AGENDA ITEM #1

Public Comments.

Public Comments will also be taken by email until 5:00 pm on January 18th, 2023. Please email comments to bbaugh@grantsvilleut.gov.

Please add 'Public Comment' in the subject line.

AGENDA ITEM #2

Summary Action Items:

- a. Minutes from the Regular and Work Meetings held on 01/04/2023
- b. Approval of Bills
- c. Approval of staff pursuing CLG Grant

Unapproved

**MINUTES OF THE WORK MEETING OF THE GRANTSVILLE CITY COUNCIL,
HELD ON JANUARY 4TH 2022 AT THE GRANTSVILLE CITY HALL, 429 EAST MAIN
STREET, GRANTSVILLE, UTAH AND ON ZOOM. THE MEETING BEGAN AT 6:00
P.M.**

Mayor and Council Members Present:

Mayor Neil Critchlow

Jolene Jenkins

Scott Bevan

Darrin Rowberry

Jewel Allen

Council Members Not Present:

Appointed Officers and Employees Present:

Jesse Wilson, City Manager

Brett Coombs, City Attorney

Braydee Baugh, City Recorder

Gina Francom, Deputy City Recorder

Christy Montierth, Deputy Public Works Director

Markus Seat, Water Operator

Citizens and Guests Present: Brady Fredrickson, Shane Andreason, Shawn Nelson

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

AGENDA:

1. Discussion regarding Tooele Valley Airport

Brady Fredrickson, Shane Andreason, and Shawn Nelson were present for this discussion. Mr. Fredrickson shared 2 maps with the council and explained the reason for this meeting is to propose the City providing sanitary sewer and water to the airport. Mr. Fredrickson explained the best option is for Grantsville to provide the services due to the level of service and the need for an emergency connection for SPID. Mr. Fredrickson continued the BLM was looking to put a major firefighting location out in the area. Mr. Fredrickson explained there is a master plan study being completed currently and could see a lot of training with single engine planes for pilots. Mr. Fredrickson explained none of this project is paid for by taxpayer money. Mayor Critchlow asked how the Tooele Valley Airport came to be in the ownership of Salt Lake City Airport. Mr. Fredrickson advised the FAA requested Salt Lake City to take over the Tooele Valley Airport back in

the 90's. Councilmember Jenkins asked if the Airport would need to bring in water to the City as with a development. Mr. Andreason advised it will take some collaboration to identify how to move the water to the City as they are not allowed to sell water. Mayor Critchlow asked Mr. Seat if the lift station could be used. Mr. Seat advised that he would not recommend it as that lift station is not in good operable. Mr. Seat advised there is a service line close to the old lift station. Mr. Nelson asked if a new lift station could be used. Mr. Seat asked who would be maintaining that station. Mr. Fredrickson explained that would be part of the negotiations and the reason for this meeting is to identify what needs to be brought to the table. Mayor Critchlow explained the vision for this airport is the amount of the business this will bring to the county. Mayor Critchlow explained this would not impact Grantsville residents very much. Councilmember Allen asked if this would be similar to an international airport. Mr. Fredrickson advised he did not think so. Mr. Andreason explained the City services are the first step in getting this airport functional for the County. Councilmember Rowberry asked if the freight operations were going to be moved from the International Airport to this airport. Mr. Fredrickson advised he is not sure where that rumor came from, but no, the only freight anticipated is to support the local business development for the county; such as parts and service items etc. Councilmember Bevan asked if the runway would need to be expanded. Mr. Fredrickson advised the runway does not warrant a lengthening of the runway however, it is in the 20- year plan. Councilmember Jenkins advised in her opinion if the maintenance and details can be worked out she was in favor of this. Mr. Nelson explained there is funding in place for the design phase to begin. Mr. Fredrickson explained there are 2 more public meetings for the master plan of this airport. Councilmember Allen asked if this is the same plan the County Council denied in 2021. Councilmember Allen asked if they are part of Grantsville City. Mr. Fredrickson explained they are within Erda City. Mr. Wilson explained that Erda cannot provide the services they need. Attorney Coombs asked if there has been communication with Erda regarding getting across the Erda owned road. Mr. Andreason advised they have not reached out to Erda City. Councilmember Allen wanted more information about the Master Plan and direction was provided for how to find it.

2. Adjourn.

Motion: Councilmember Jenkins made the motion to adjourn

Second: Councilmember Rowberry seconded the motion.

Vote: The vote was as follows: Councilmember Rowberry, "Aye", Councilmember Hutchins, "Aye", Councilmember Bevan, "Aye", Councilmember Allen "Aye", and Councilmember Jenkins, "Aye". The motion carried.

Unapproved

**MINUTES OF THE REGULAR MEETING OF THE GRANTSVILLE CITY COUNCIL,
HELD ON JANUARY 4TH 2023 AT THE GRANTSVILLE CITY HALL, 429 EAST MAIN
STREET, GRANTSVILLE, UTAH AND ON ZOOM. THE MEETING BEGAN AT 7:00
P.M.**

Mayor and Council Members Present:

Mayor Neil Critchlow

Jolene Jenkins

Scott Bevan

Darrin Rowberry

Jewel Allen

Council Members Not Present: Jeff Hutchins

Appointed Officers and Employees Present:

Sherrie Broadbent, Finance Director

Dan England, City Engineer

Cavett Eaton, City Planner

Robert Sager, Grantsville Lieutenant

Braydee Baugh, Recorder

Jesse Wilson, City Manager

Brett Coombs, City Attorney

Citizens and Guests Present: Steve Rowley, Holly Jones,

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

Mayor Critchlow asked Councilmember Jewel Allen to lead the Pledge of Allegiance.

AGENDA:

1. Public Hearing:

- a. **Amended Budget: No comments were offered**

2. Public Comments: No comments were offered.

3. Summary Action Items.

- a. Approval of minutes from December 21st, 2022 regular and work meeting
- b. Approval of Bills totaling \$542,672.86

Councilmember Rowberry wanted to confirm the chassis for the 550 truck was purchased. Ms. Broadbent advised it was.

Motion: Councilmember Jenkins made a motion to approve the summary action items.

Second: Councilmember Bevan seconded the motion.

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

4. Presentation of 2022 Fiscal Year Audit

Steve Rowley and Ron Stewart (via Zoom) were present for this item. Mr. Rowley explained there is a net pension asset for Utah Retirement System. Councilmember Allen asked the pie charts reflect actual numbers instead of percentages. Mr. Rowley explained the numbers come from Statement of Activities. Councilmember Allen advised for transparency it would be a benefit. Mr. Stewart explained they are a 3rd party auditor for the City to ensure all the laws, checks and balances and financial statements are in good standing. Mr. Stewart advised the audit had no findings and is compliance with the laws and regulations issued by the State. Mr. Stewart wanted to acknowledge the efforts put in by Mr. Rowley and Ms. Broadbent for the work they do on this audit.

5. Consideration of Resolution 2023-01 approving of the amended 2023 Fiscal Year Budget

Ms. Broadbent was present for this item. Ms. Broadbent advised the water line down Burmester and the sewer collector on West Street will be installed with the million dollar grant the City was awarded

Motion: Councilmember Allen made the motion to approve Resolution 2023-01 approving of the amended 2023 Fiscal Year Budget

Second: Councilmember Jenkins seconded the motion.

Vote: Vote: The vote was as follows: Councilmember Rowberry, “Aye”, Councilmember Bevan, “Aye”, Councilmember Allen “Aye”, and Councilmember Jenkins, “Aye”. The motion carried.

6. Consideration of Resolution 2023-02 confirming the appointment of Tara Bell as a member of the Grantsville City Library Board

Mr. Wilson was present for this item. Mr. Wilson explained Mrs. Bell is a new resident and is already very active at the Library. Councilmember Jenkins advised there are always openings on the Library Board and invited all residents interested to apply for the Library Board

Motion: Councilmember Jenkins made the motion to approve Resolution 2023-01 approving of the amended 2023 Fiscal Year Budget

Second: Councilmember Rowberry seconded the motion.

Vote: The vote was as follows: Councilmember Rowberry, “Aye”, Councilmember Bevan, “Aye”, Councilmember Allen “Aye”, and Councilmember Jenkins, “Aye”. The motion carried.

7. Consideration of Resolution 2023-03 approving the City vacating Cherry Street frontage for 215 S. Park Street

Holly Jones was present for this item. Councilmember Jenkins asked for the reason this was being requested. Ms. Jones explained that if she was maintaining the easement it should be included in the parcel and advised the City was already granting this easement to other residents on Cherry Street. Mr. Wilson clarified the North side of Cherry Street has been given back to the owners; however, none on the Southern side. Councilmember Jenkins advised the City may need to expand the street in the future. Ms. Jones asked why Cherry Street would be expanded as it is currently the same width as Main Street. Mayor Critchlow advised it was not the same width. Councilmember Jenkins asked Mr. England what category street Cherry Street is considered. Mr. England advised it was a considered a Collector Street. Mr. England continued the plan is for Cherry Street to carry over to the West Bank developments. Councilmember Rowberry asked where the sidewalk was on this street. Mayor Critchlow advised there is sidewalk there currently. Ms. Jones asked if the City plans on denying all future requests. Attorney Coombs advised to not provide advise for the future.

Motion: Councilmember Jenkins made the motion deny Resolution 2023-03 approving the City vacating Cherry Street frontage for 215 S. Park Street due to the classification of a collector and the potential need to widen the street in the future.

Second: Councilmember Bevan seconded the motion.

Vote: The vote was as follows: Councilmember Rowberry, “Nay”, Councilmember Bevan, “Aye”, Councilmember Allen “Aye”, and Councilmember Jenkins, “Aye”. The motion carried.

8. Council Reports

Councilmember Rowberry:

Councilmember Jenkins: Wanted to acknowledge the year in service for herself, Councilmember Bevan and Mayor Critchlow. Will give a report on the Day at the Capital with Youth Council for Local Governments Day at the Capital. Summer of Fun committee hoping to have a meeting this month. Would like to start a Slow Down campaign for the City.

Councilmember Bevan: Historical Preservation Committee is meeting Wednesday January 11th to discuss the Merrill Nelson book.

Unapproved

Councilmember Allen:

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

Councilmember Allen made the motion to enter into a closed session

Closed session started at 7:45 pm

Closed session ended at 8:01 pm

10. Adjourn.

Motion: Councilmember Allen made the motion to adjourn

Second: Councilmember Rowberry seconded the motion.

Vote: The vote was as follows: Councilmember Rowberry, “Aye”, Councilmember Bevan, “Aye”, Councilmember Allen “Aye”, and Councilmember Jenkins, “Aye”. The motion carried.

2023 CLG Grant Application Instructions

Each year the Utah State Historic Preservation Office (SHPO) must pass-through a minimum of 10% of the State's annual apportionment of the Historic Preservation Funds (HPF) to Certified Local Governments (CLGs) for eligible activities. Previously, the CLG grant has been non-competitive with a 'first come, first served' acceptance policy. Two factors have worked in concert to change the type of grant process, first being the number of communities requesting funds are higher than the allotted funds in a grant cycle, which is exacerbated by changes in funding limits for certain types of activities.

In 2022, updated federal policies from the National Park Service have allowed the SHPO to increase grant awards for Development grant projects (rehabilitation on National Register-listed properties). The SHPO recognizes that the demand for development grant projects will increase with the higher grant amounts. In order to create a fair process for CLGs to apply for higher grant amounts, the 2023-2024 CLG Grant Application will become a competitive process. This means that it is important that CLGs carefully plan out their proposed projects and submit a strong application. CLG Grant Applications will be reviewed by a panel of Secretary of Interior Qualified individuals. Any panel review members will recuse themselves from discussion and scoring of any application for which they may have a conflict of interest. It is anticipated that not all grant applications will receive funding and some applications may not receive their full grant requested amount.

WHO CAN APPLY?

Any Utah CLG with 'active' status and no current grant is eligible to compete for these funds by submitting an application. The SHPO is available and happy to assist CLGs in identifying and developing acceptable projects. CLGs are strongly encouraged to consult with SHPO staff before they submit any application. If you have questions about the application or your proposed project, contact Alena Franco, afranco@utah.gov.

STATE FUNDING PRIORITIES

The SHPO has established the following funding priorities for the 2023-2024 grant cycle in keeping with the Statewide Preservation Plan. Grants will be awarded based on funds available and alignment with priorities. Funding preference will be given to rural communities and project types **in the following order**: [Refer to Appendix A for project descriptions and details regarding documentation for grant application submission].

1. **Survey**: Reconnaissance Level Surveys

- CLGs may apply for up to \$12,000 to \$15,000 for larger cultural resource surveys.

2. **Development:** Rehabilitation work on National Register-listed properties. A CLG may include 1-2 different properties at the maximum for this project.

- CLGs may apply for up to \$10,000 for projects that lack a current feasibility study, drawings, plans, specifications or other necessary pre-construction work. *Submit photos showing the overall view of the building and all proposed work areas.*
- CLGs with projects that have pre-construction documentation such as studies, drawings, plans, etc. may apply for up to \$20,000. *Pre-construction documentation must be submitted with CLG Grant Application with photos showing the overall view of the building and all proposed work areas.*

3. **National Register Nominations**

- CLGs may apply for up to \$12,000 to \$15,000 for Historic District or Multiple Property Submissions (with lower thresholds for individual listings).

4. **Pre-Development**

- While this is a lesser priority for funding, this is a good opportunity for a CLG to receive grants to make themselves more competitive in the next cycle for having a pre-development plan. CLGs may apply for up to \$10K.

5. **Preservation Planning**

- CLGs should be availing themselves of planning opportunities early to ensure effective strategic targeting of future grants to address above priorities. CLGs may apply for up to \$10K.

6. **Education and Outreach**

- CLGs are always encouraged for creative public outreach and education opportunities and applications are not discouraged for this category, but will receive less priority in funding if competition is tight. CLGs may apply for up to \$10K.

GRANT DISTRIBUTION STRUCTURE

It is the intent of the SHPO that every reasonable effort be made to distribute CLG-designated funds among as many eligible governments as possible. Each grant application will be reviewed by the following rubric metrics.

1. Demonstrated Need (10 pts)

- a. Why is this project needed in your community?
- b. What is the rationale and significance of this project?
- c. Have you looked for other funding sources for this project?

2. Preparedness (10 pts)

- a. Is the project description well written and descriptive of the details?
- b. Does the applicant provide the necessary information/documentation for the project type?
- c. Does the budget include costs that are necessary and reasonable?

3. Public Benefit (10 pts)

- a. Who will benefit from the completion of your project?
- b. What impact will the project have on your community?
- c. Does the community support the project?

4. Does the project further the State Historic Preservation Goals/Objectives? (10 pts)

- a. Is the project one of the high priority grant projects? [Survey, Development, or National Register Nomination?]
- B. How does the proposed project have a beneficial impact on present and future preservation efforts of the CLG?

APPENDIX A -- Grant Project Types

SURVEY

Reconnaissance Level Surveys (RLS): Systematic architectural surveys conducted by professional consultants or archaeological surveys conducted by qualified archaeologists. In the grant application, describe the survey area and the approximate number of buildings or sites. RLS products include photographs of buildings in the survey area, a survey map, computerized survey data (entered into Preservation Pro), and a survey report with recommendations for future research. The consultant rate is approximately \$20-\$30 per building. Archaeological surveys must generate completed UAS (Utah Archeological Site Form) forms for each site. Please consult with the SHPO when planning RLS projects. *Describe the geographic area of the survey (street boundaries if applicable) and the estimated total # of properties to be surveyed.*

Intensive Level Surveys (ILS): Historical documentation of buildings, OR, systematic archaeological survey involving comprehensive survey of all areas within survey boundaries. In the grant application, describe the survey area and the approximate number of buildings or sites. Archaeological and historic site consultants must meet professional requirements (contact SHPO for details). Whether completed by professional consultants or trained volunteers, the documentation must meet SHPO standards. Costs vary but consultants can typically charge \$1,000-\$2,000 per building and potentially \$30/acre for archaeological survey (above a baseline report writing cost). Please consult with the SHPO when planning ILS projects. *List the street addresses of properties to be surveyed.*

DEVELOPMENT

Development activities include labor and material costs for rehabilitating National Register properties and stabilizing and/or testing archaeological resources (must be on the National Register prior to application). As part of the development grant, the property owner will be required to sign a Preservation Agreement (SHPO will provide). A Preservation Agreement obligates the owner to maintain the property for a period of five years so as to preserve its historical significance and character-defining features.

List the National Register property (street address) that will have rehabilitation work done. Describe the proposed work items in detail. All proposed work must meet the Secretary of the Interior's "Standards for Rehabilitation." Detailed answers give the panel a better understanding of your project and will be helpful in the panel review. A CLG may include 1-2 different properties at the maximum for this project.

Submit with your application the following documentation:

1. Pre-construction documentation such as feasibility studies, reports, plans, etc. if applying for more than \$10K.
2. Photos (JPEGs) of an overall view of the building and each proposed work area.

NATIONAL REGISTER NOMINATIONS

This involves completing registration forms and all supporting documentation (maps, prints, image files on CD, copies of research, etc.) required for National Register designation. It is usually best to hire a consultant to complete these complex forms. Consultants must meet professional requirements (see Appendix B). While the range of costs vary the typical amount is roughly \$2,000-\$4,000 per individual nomination; \$8,000-\$15,000 for historic district nominations (if surveys are already completed); and \$10,000-\$15,000 for Multiple Property Submission (MPS) overview documents.

PRE-DEVELOPMENT (architectural/engineering studies)

Preparation of feasibility studies, working drawings, and specifications for the rehabilitation, preservation, and stabilization of properties eligible for the National Register. Projects must meet the Secretary of the Interior's "Standards for Rehabilitation and should be performed by appropriate professionals.

PRESERVATION PLANNING

Includes administering a local historic preservation program, conducting historic preservation commission meetings, preparing or updating local historic preservation plans, ordinances, design guidelines, and related activities.

EDUCATION & OUTREACH

Projects that involve historic buildings and archaeological sites are eligible. Briefly describe the proposed project, specify the type and quantity of the "products," and break down the costs as specifically as possible.

Eligible educational activities include:

- Developing websites, apps, and social media offerings focused on historic properties;
- Preparing and printing walking-tour brochures;
- Archaeology and Preservation Month activities (lectures, presentations, awards, etc.);
- Attending/participating in historic preservation-related conferences and workshops.

Ineligible educational activities include:

- General local history research and educational materials (e.g. local history books);
- Museum-related activities such as collection care and exhibits;
- Most interpretive markers and plaques, including National Register plaques, are not an eligible expense (consult with SHPO for details).

Please note that all **published/printed materials**, whether hard-copy or electronic, must include two paragraphs of specific language required by the National Park Service. Contact the SHPO for details.

PROGRAM ADMINISTRATION

Includes staff and office expenses associated with administering the CLG grant, including contract management, soliciting bids, preparing reimbursement requests, etc. Expenses for conducting historic preservation commission meetings and related activities should be included under Preservation Planning. **Program administration costs are limited to 15% of the total project budget.**



Utah Certified Local Government (CLG) Program Grant Application 2023-2024

The purpose of the CLG grant program is to assist local governments with their historic preservation activities. Only local governments that have achieved CLG status through the State Historic Preservation Office (SHPO) are eligible to apply. **Please review the CLG Grant Application Instructions before completing this application. Make certain that you carefully read all of the required criteria and provide clear answers to each question. These are competitively reviewed grants and incomplete answers will not score well.**

Email the completed application no later than EOD on **February 17, 2023** to:

Alena Franco, CLG Coordinator: afranco@utah.gov

Notification of grant awards will be made by mid-March. The grant period runs from April 1 through August 31 of the following year (16 months).

A. APPLICANT INFORMATION

Name of CLG: _____

Contact Person: _____

Address: _____

City: _____ UT Zip: _____

Email: _____

City or County DUNS #: _____

B. GRANT REQUEST/BUDGET SUMMARY

Grant Request: \$_____ (This amount is reimbursable)

Local Match: \$_____ (Same amount as Grant Request. Please do not include over-match.)

Total Project Budget: \$_____ (Grant Request + Local Match. Should equal Total in Section C3.)

Match Source: _____ (Local govt. funds, private funds, other, etc.)

Match Type: _____ (Cash, in-kind services, etc.)

Signature (CLG Chair or Chief Elected Official)

Title

Date

PROPOSED SCOPE OF WORK

C1. PROJECT TYPES: Mark all of the project types that apply to your grant request. See *Appendix A* for details on project types. *ADDITIONAL DOCUMENTATION REQUIRED FOR DEVELOPMENT PROJECTS, SEE APPENDIX A*

- Survey (RLS, ILS, Archaeological Survey)
- Development (rehabilitation work on National Register properties)
- National Register Nominations
- Pre-Development (architectural/engineering studies)
- Preservation Planning
- Education and Outreach
- Program Admin

Did you consult with the SHPO during the preparation of this application? YES NO
Working with the SHPO staff is highly recommended.

C2. PROJECT DESCRIPTIONS: List and provide details for each activity checked above, including relevant details, such as the number of properties, proposed work, and/or final deliverables. **Refer to the CLG Grant Application Instructions for more details about what information to provide.**

Project Type and Description	Project Cost	Estimated Start & Completion Dates

C3. Public Benefit: Provide a detailed description of the community need your project will address. Why is this project needed? Who benefits from the completion of this project? How does this project have a beneficial impact on present and future preservation efforts of the CLG? Have you looked for other funding sources for the project?

C4. PROJECT BUDGET: Itemize all of the costs that apply to your project. This grant requires a 50/50 match of local funds or donations.

- List the estimated costs for each activity indicated in the above section.
- **Program Administration costs are limited to 15% of the Total Project Budget.**

Project Type	Expenses	Costs
	City or County Employee _____ hours at \$ _____ per hour	
	City or County Employee _____ hours at \$ _____ per hour	
	Travel: _____ miles at 62¢ per mile	
	Travel: _____ miles at 62¢ per mile	
	Misc. office supplies, postage, etc.	
	Professional services: _____ hours at \$ _____ per hour	
	Professional services: _____ hours at \$ _____ per hour	
	Professional services:	
	Professional services:	
	Professional consultant, _____ buildings or sites at \$ _____ each	
	Professional consultant, _____ buildings or sites at \$ _____ each	
	Professional consultant:	
	Professional consultant:	
	Trained volunteers, _____ hours @ \$16.20 per hour	
	Trained volunteers, _____ hours @ \$16.20 per hour	
	Materials (specify)	
	Materials (specify)	
	Other costs (specify)	
	Other costs (specify)	
	Other costs (specify)	
	Other costs (specify)	
	Other costs (specify)	
	Total (must equal Total Project Budget in Section B, Page 1)	

APPENDIX A -- Project Types

SURVEY

Reconnaissance Level Surveys (RLS): Systematic architectural surveys conducted by professional consultants or archaeological surveys conducted by qualified archaeologists. In the grant application, describe the survey area and the approximate number of buildings or sites. RLS products include photographs of buildings in the survey area, a survey map, computerized survey data (entered into Preservation Pro), and a survey report with recommendations for future research. The consultant rate is approximately \$20-\$30 per building. Archaeological surveys must generate completed UAS (Utah Archeological Site Form) forms for each site. Please consult with the SHPO when planning RLS projects. *Describe the geographic area of the survey (street boundaries if applicable) and the estimated total # of properties to be surveyed.*

Intensive Level Surveys (ILS): Historical documentation of buildings, OR, systematic archaeological survey involving comprehensive survey of all areas within survey boundaries. In the grant application, describe the survey area and the approximate number of buildings or sites. Archaeological and historic site consultants must meet professional requirements (contact SHPO for details). Whether completed by professional consultants or trained volunteers, the documentation must meet SHPO standards. Costs vary but consultants can typically charge \$1,000-\$2,000 per building and potentially \$30/acre for archaeological survey (above a baseline report writing cost). Please consult with the SHPO when planning ILS projects. *List the street addresses of properties to be surveyed.*

DEVELOPMENT (rehabilitation/stabilization work on National Register properties)

Development activities include labor and material costs for rehabilitating National Register properties and stabilizing and/or testing archaeological resources (must be on the National Register prior to application). As part of the development grant, the property owner will be required to sign a Preservation Agreement (SHPO will provide). A Preservation Agreement obligates the owner to maintain the property for a period of five years so as to preserve its historical significance and character-defining features.

*List the National Register property (street address) that will have rehabilitation work done. Describe the proposed work items in detail. All proposed work must meet the Secretary of the Interior's "Standards for Rehabilitation." Detailed answers give the panel a better understanding of your project and will be helpful in the panel review. **A CLG may include 1-2 different properties at the maximum for this project.***

Submit with your application the following documentation:

1. Pre-construction documentation such as feasibility studies, reports, plans, etc. if applying for more than \$10K.
2. Photos (JPEGs) of an overall view of the building and each proposed work area.

NATIONAL REGISTER NOMINATIONS

This involves completing registration forms and all supporting documentation (maps, prints, image files on CD, copies of research, etc.) required for National Register designation. It is usually best to hire a consultant to complete these complex forms. Consultants must meet professional requirements (see Appendix B). While the range of costs vary the typical amount is roughly \$2,000-\$4,000 per individual nomination; \$8,000-\$15,000 for historic district nominations (if surveys are already completed); and \$10,000-\$15,000 for Multiple Property Submission (MPS) overview documents.

PRE-DEVELOPMENT (architectural/engineering studies)

Preparation of feasibility studies, working drawings, and specifications for the rehabilitation, preservation, and stabilization of properties eligible for the National Register. Projects must meet the Secretary of the Interior's "Standards for Rehabilitation and should be performed by appropriate professionals.

PRESERVATION PLANNING

Includes administering a local historic preservation program, conducting historic preservation commission meetings, preparing or updating local historic preservation plans, ordinances, design guidelines, and related activities.

EDUCATION & OUTREACH

Projects that involve historic buildings and archaeological sites are eligible. Briefly describe the proposed project, specify the type and quantity of the "products," and break down the costs as specifically as possible.

Eligible educational activities include:

- Developing websites, apps, and social media offerings focused on historic properties;
- Preparing and printing walking-tour brochures;
- Archaeology and Preservation Month activities (lectures, presentations, awards, etc.);
- Attending/participating in historic preservation-related conferences and workshops.

Ineligible educational activities include:

- General local history research and educational materials (e.g. local history books);
- Museum-related activities such as collection care and exhibits;
- Most interpretive markers and plaques, including National Register plaques, are not an eligible expense (consult with SHPO for details).

Please note that all **published/printed materials**, whether hard-copy or electronic, must include two paragraphs of specific language required by the National Park Service. Contact the SHPO for details.

PROGRAM ADMINISTRATION

Includes staff and office expenses associated with administering the CLG grant, including contract management, soliciting bids, preparing reimbursement requests, etc. Expenses for conducting historic preservation commission meetings and related activities should be included under Preservation Planning.

Program administration costs are limited to 15% of the total project budget.

The Utah State Historic Preservation Office (SHPO) and the Certified Local Government (CLG) program receive Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office for Equal Opportunity, National Park Service, 1849 C Street NW, Washington, D.C. 20240.

Public Benefit:

The Wrathall home is a prominent piece in Grantsville's history. This is one of just a small handful of homes that everyone in the community recognizes, as well as a personal connection. A majority of the local community are descendants of the Wrathall family. The Wrathalls were early settlers in the Grantsville area and were influential in serving the community both politically and religiously. Multiple early Prophets of the Church of Jesus Christ of Latter-Day Saints would reside in this home while visiting their congregations in this area. James Wrathall sat on many City and State boards and would often welcome other political leaders into their home. The Wrathall home was the first home in Grantsville to have electricity installed. This home had been neglected for many years but has more recently been getting the restoration that it needs.

Community members often ask to visit the home and regularly share stories of their family members who have lived there. Within the last few years, Grantsville has had catastrophic losses in terms of historically significant homes and buildings being torn down for new construction. This is due to the fact that these buildings and homes have had little to no preservation efforts. The list of homes and buildings in Grantsville that are on the National Registry of Historic Places is small compared to the amount of history that still resides in our town.

As one of only eight registered historic places in Grantsville City, we are excited at the opportunity to receive grants in hopes of completely restoring the exterior of the home over the next few years. It is our hope that as the preservation and restoration of the home continues that there will be opportunities to open the home up for public access, both inside and out.

The need for the exterior brick restoration is crucial for the longevity of the home. There are large cracks and areas where the brick is pulling away or is so damaged that without proper care, it will continue to crumble, going past the point of restoration. This home is a Grantsville City landmark that deserves to be given the attention it needs. It is our hope that with this grant, the exterior restoration can begin, helping this historic home continue to stand for many more generations.

Grants and Funding:

Currently we are applying for a CLG grant. This grant is very competitive and closes when the max number of applications is received. With the help of Alta Calcagno, we have filled out the application but are in need of the DUNS # in order to submit it.

Alena Franco is the CLG Coordinator with the Utah State Historic Preservation Office. In an email to me and Alta, she explained:

"This grant is only available through the city, this means that the grant contract and the payment must go through the city. The process is that the CLG person who applied will manage the project overall. They will gather the grant paperwork (contract and preservation agreement) and get those signed at the city level and will manage the paperwork for reimbursement. Since this is a reimbursement grant, you will have to follow federal financial guidelines and keep the appropriate documentation to submit when the project is completed. These federal guidelines

will be sent to Alta with the contract IF Grantsville is awarded a grant this year. Remember this is a competitive panel reviewed process and they will determine who gets funded.”

This specific grant will potentially match up to \$10,000 or whatever amount is awarded, if any. The original \$10,000 in personal funds has been set aside by the home owners. The overall cost of the brick restoration ranges from \$68,450 - \$89,720. This is a three-phase project and is planned to be completed with one phase per year. This application is only for the first phase which will range anywhere from \$25,000 - \$35,000. All other costs outside of the approved grant will be paid with home owner’s personal funding. We plan to apply for other grants to help cover the additional costs. We, as home owners, currently have the funding necessary to pay for the grant match and beyond.

Project Type and Description:

Brick and mortar restoration on the exterior of the Wrathall House, located at 5 North Center Street, Grantsville, Utah.

It will include:

Repairing and/or replacing window sills

-All of the current mortar window sills are original and have never been repaired as damage occurred with normal wear over several years. The damage on some is minimal and will only require repairs, however some of the window sills need more attention that will result in being replaced with historically accurate replicas.

Repair to the exterior brick wall located at the front left of the house

-The brick on the front left of the house is pulling away from the foundation and seems to have sunken, causing the brick to pull further away from the structure. The professional brick mason mentioned having to pull some of the brick off of the house, inspect the foundation, support the foundation (if needed), and reinstall the original brick. They labeled this process “exploratory destruction” which refers to them having to remove parts of the brick in order to inspect the foundation, as well as the walls the brick is attached to, in that area. This grant will solely be used for brick-and-mortar repairs using original brick as much as possible.

Cracks and other major brick repairs to the exterior walls

-There are many areas around the home that have missing mortar, cracks in the bricks or mortar, and wear to brick faces by previous trees that rubbed against the surface over many years. The focus would be to repair or replace the mortar on the major cracks and damage throughout the exterior walls of the home.

Chimneys

-There are repairs and brick replacements that need to happen for each of the four chimneys. Some currently have loose bricks that need to be reinstalled to retain the chimney to the original state.













AGENDA ITEM #3

Presentation of Grant Award by
Rocky Mountain Power to
Grantsville City Youth Council

AGENDA ITEM #4

Consideration to approve the Water Right Transfer and Banking Agreement with Arthur and Susan Higley to bank 294.56 acre-feet of water with Grantsville City

WATER RIGHT TRANSFER AND BANKING AGREEMENT

This Water Right Transfer and Banking Agreement (“**Agreement**”) is entered into as of the 18th day of January, 2023 (“**Effective Date**”), by and between ARTHUR S. HIGLEY AND SUSAN M. HIGLEY, TRUSTEES OF THE ARTHUR M. HIGLEY AND SUSAN M. HIGLEY TRUST AGREEMENT DATED NOVEMBER 4, 2021 (“**Owner**”); and GRANTSVILLE CITY, a municipal corporation and political subdivision of the State of Utah (“**City**”).

RECITALS

WHEREAS Owner is the owner of Water Right No. 15-481 (“**Water Right**”), which permits Owner to divert 294.56 acre-feet of water from a well for the sole supply irrigation of 73.5 acres and stockwatering of 20 ELUs; and

WHEREAS Owner and City jointly filed Permanent Change Application a49157 (“**Change Application**”), which permits the diversion of 294.56 acre-feet from City’s wells for municipal purposes within City’s service area; and

WHEREAS Owner desires to transfer the Water Right and Change Application to City in order to bank the water with City for use by Owner and/or other developers to meet City’s water dedication requirements for development; and

WHEREAS City is willing to accept the Water Right and Change Application for use in its system in satisfaction of its water dedication requirements for present or future developments of Owner or Owner’s assigns, to the extent provided by City Code section 21.6.12, as may be amended.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and City, incorporating the recitals set forth above, agree as follows:

1. Transfer and Acceptance of the Water Right. Subject to the terms and provisions of this Agreement, Owner has conveyed and assigned, or will convey and assign, the Water Right and Change Application to City by Water Right Warranty Deed and Assignment recorded with the Tooele County Recorder’s Office. City accepts the conveyance and assignment of the Water Right and Change Application. City has obtained or will obtain, at Owner’s expense, a water rights title insurance policy for the Water Right. City agrees and acknowledges that the Water Right is an acceptable water right for purposes of satisfying City’s water dedication requirements. Owner acknowledges that under the Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to Owner any portion of the Water Right once it has been dedicated to City.

2. Water Credits. In exchange for the transfer of the Water Right, City hereby grants water dedication credits for **294.56 acre-feet** of water (“Credits”) to Owner. As provided herein, the Credits may be used by Owner to meet City’s water dedication requirements for Owner’s development(s) or may be assigned by Owner to other developers. The City Recorder shall maintain a credit log to keep track of any Credits that have not yet been dedicated to a specific development to meet City’s water dedication requirements. Owner, or any assignee of all or a portion of the Credits, may request a copy of the credit log by making a written request to the City Recorder. Within five business days of receiving the request, the City Recorder will provide a copy of the credit log.

3. Use of Credits for Owner’s Developments. Owner may use the Credits in order to meet City’s water dedication requirements as part of the development approval process. Prior to final plat approval, Owner shall send the City Recorder a completed Dedication of Water Credits form to apply a portion of the Credits to a specific development. The number of acre-feet from the Credits required for dedication to a particular development shall be determined by City ordinances and policies existing at the time of the dedication. A decision to apply the Credits to a specific development is final, and any Credits so applied are deemed attached to the development property and are no longer available for application to another project or assignment to a third party.

4. Assignment of Credits. Owner may assign any or all of the Credits to other developers using an Assignment of Water Credits form similar to Exhibit A (“Assignment”). An Assignment must be signed by Owner. An assignee shall present the Assignment, with original signatures, to the City Recorder, at which time the City Recorder shall update the credit log to account for the Assignment. The City Recorder shall also keep a copy of each Assignment in his/her records. An assignee may assign the Credits in the same manner outlined herein or may use the Credits in order to meet City’s water dedication requirements. Any assignment of Credits that is not presented to the City Recorder as provided in this paragraph shall be void as against any subsequent purchaser, in good faith and for valuable consideration, of the same Credits, or any portion thereof, where the subsequent purchaser’s assignment is first presented to the City Recorder.

5. Use of Credits by Assignees. An assignee may use the Credits in order to meet City’s water dedication requirements as part of the development approval process. Prior to final plat approval, assignee shall send the City Recorder a completed Dedication of Water Credits form to apply a portion of the Credits to a specific development. The number of acre-feet from the Credits required for dedication to a particular development shall be determined by City ordinances and policies existing at the time of the dedication. A decision to apply the Credits to a specific development is final, and any Credits so applied are no longer available for application to another project or assignment to a third party.

6. City’s Use of Water Right. Upon execution of this Agreement, City shall have the full and unencumbered right to divert and beneficially use the water under the Water Right. City bears the responsibility to protect and maintain in good standing the Water Right, including placing the Water Right to beneficial use, filing proof documents on the Change Application, and filing other documentation with the Utah Division of Water Rights. Owner agrees to provide any information or other assistance, as requested by City, that is reasonably necessary to protect and

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GRANTSVILLE CITY,
a municipal corporation

Jesse Wilson, City Manager

Attest _____
Braydee Baugh, City Recorder

STATE OF UTAH)

:SS

COUNTY OF _____)

On the _____ day of January, 2023, personally appeared before me Jesse Wilson and Braydee Baugh, known to me to be the City Manager and City Recorder, respectively, of GRANTSVILLE CITY, who acknowledged to me that they executed the within Water Right Transfer and Banking Agreement pursuant to a resolution of the City Council adopted pursuant to notice at a regular meeting at which a quorum was in attendance.

NOTARY PUBLIC

Arthur S. Higley
ARTHUR S. HIGLEY, Trustee

Susan M. Higley
SUSAN M. HIGLEY, Trustee

STATE OF UTAH)

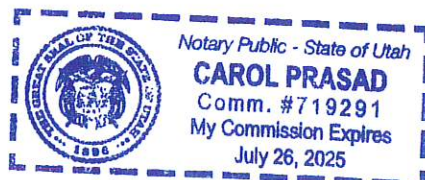
:SS

COUNTY OF Salt Lake)

On the 6th day of January, 2023, ARTHUR S. HIGLEY AND SUSAN M. HIGLEY personally appeared before me and duly acknowledged that they, acting as Trustees of the ARTHUR S. HIGLEY AND SUSAN M. HIGLEY TRUST AGREEMENT dated November 4, 2021, executed the foregoing Water Right Transfer and Banking Agreement for the purposes stated therein.

Carol Prasad

NOTARY PUBLIC



maintain the Water Right. Owner's rights to Credits under this Agreement will not be affected if the Water Right is forfeited, abandoned, or otherwise lost due to City's nonuse.

7. Termination by Owner. Owner may, at any time and in its sole discretion, terminate this Agreement by filing written notice of termination with the City Recorder. Upon termination, any Credits that have not been dedicated to a specific development shall immediately and automatically pass to City.

8. Cessation of Owner's Use. Upon execution of this Agreement, Owner shall immediately cease any and all use of the Water Right.

9. Successors and Assigns. Pursuant to the terms of this Agreement, Owner shall have the right to assign its rights, duties, and obligations. The parties acknowledge that the rights, duties, and obligations of Owner will also apply to any successor or assign of Owner, and that the use of the term "Owner" in this contract includes Owner's successors or assigns.

10. Ownership of Water Facilities. Nothing in this Agreement shall alter the ownership of any wells or other water facilities of Owner or City.

11. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning its subject matter. This Agreement shall not be amended or modified except by written instrument signed by both parties.

12. Construction and Enforcement. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. This Agreement may be specifically enforced.

13. Third Party Beneficiaries. Except for the assignees of Credits, this Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

14. Attorney Fees. In any action arising out of this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

15. Further Assurances. After the execution of this Agreement, the parties agree to execute and deliver such documents, and to take or cause to be taken all such other actions, as either party may reasonably deem necessary or appropriate in order to carry out the intents and purposes of this Agreement.

16. Severability. If any term, covenant, or condition of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and the remainder of the Agreement shall remain in full force and effect.

17. Authority of Parties. The persons signing this Agreement represent and warrant that they have full authority to do so and that their corporation or entity has undertaken and obtained whatever formalities and approvals are necessary to enter into this Agreement.

EXHIBIT A

ASSIGNMENT OF WATER CREDITS

This Assignment of Water Credits ("Assignment") is entered into as of this ____ day of _____, 20__, by and between _____ ("Assignor"), whose mailing address is _____, and _____ ("Assignee"), whose mailing address is _____. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor transfers and assigns to Assignee _____ acre-feet of water credits that were banked with Grantsville City pursuant to the Water Right Transfer and Banking Agreement between GRANTSVILLE CITY and ARTHUR S. HIGLEY AND SUSAN M. HIGLEY, TRUSTEES OF THE ARTHUR M. HIGLEY AND SUSAN M. HIGLEY TRUST AGREEMENT DATED NOVEMBER 4, 2021, dated January 18, 2023.

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

DATED this ____ day of _____, 20__.

Transferor

State of _____)
 :SS
County of _____)

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

Notary Public

AGENDA ITEM #5

Consideration to approve the Water Right Transfer and Banking Agreement with Arthur and Susan Higley to bank 320 acre-feet of water with Grantsville City.

WATER RIGHT TRANSFER AND BANKING AGREEMENT

This Water Right Transfer and Banking Agreement (“**Agreement**”) is entered into as of the 18th day of January, 2023 (“**Effective Date**”), by and between ARTHUR S. HIGLEY AND SUSAN M. HIGLEY, TRUSTEES OF THE ARTHUR M. HIGLEY AND SUSAN M. HIGLEY TRUST AGREEMENT DATED NOVEMBER 4, 2021 (“**Owner**”); and GRANTSVILLE CITY, a municipal corporation and political subdivision of the State of Utah (“**City**”).

RECITALS

WHEREAS Owner is the owner of Water Right No. 15-1938 (“**Water Right**”), which permits Owner to divert 320 acre-feet of water from a well for the sole supply irrigation of 80 acres; and

WHEREAS Owner and City jointly filed Permanent Change Application a49383 (“**Change Application**”), which permits the diversion of 320 acre-feet from City’s wells for municipal purposes within City’s service area; and

WHEREAS Owner desires to transfer the Water Right and Change Application to City in order to bank the water with City for use by Owner and/or other developers to meet City’s water dedication requirements for development; and

WHEREAS City is willing to accept the Water Right and Change Application for use in its system in satisfaction of its water dedication requirements for present or future developments of Owner or Owner’s assigns, to the extent provided by City Code section 21.6.12, as may be amended.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and City, incorporating the recitals set forth above, agree as follows:

1. Transfer and Acceptance of the Water Right. Subject to the terms and provisions of this Agreement, Owner has conveyed and assigned, or will convey and assign, the Water Right and Change Application to City by Water Right Warranty Deed and Assignment recorded with the Tooele County Recorder’s Office. City accepts the conveyance and assignment of the Water Right and Change Application. City has obtained or will obtain, at Owner’s expense, a water rights title insurance policy for the Water Right. City agrees and acknowledges that the Water Right is an acceptable water right for purposes of satisfying City’s water dedication requirements. Owner acknowledges that under the Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to Owner any portion of the Water Right once it has been dedicated to City.

2. Water Credits. In exchange for the transfer of the Water Right, City hereby grants water dedication credits for **320 acre-feet** of water (“Credits”) to Owner. As provided herein, the Credits may be used by Owner to meet City’s water dedication requirements for Owner’s development(s) or may be assigned by Owner to other developers. The City Recorder shall maintain a credit log to keep track of any Credits that have not yet been dedicated to a specific development to meet City’s water dedication requirements. Owner, or any assignee of all or a portion of the Credits, may request a copy of the credit log by making a written request to the City Recorder. Within five business days of receiving the request, the City Recorder will provide a copy of the credit log.

3. Use of Credits for Owner’s Developments. Owner may use the Credits in order to meet City’s water dedication requirements as part of the development approval process. Prior to final plat approval, Owner shall send the City Recorder a completed Dedication of Water Credits form to apply a portion of the Credits to a specific development. The number of acre-feet from the Credits required for dedication to a particular development shall be determined by City ordinances and policies existing at the time of the dedication. A decision to apply the Credits to a specific development is final, and any Credits so applied are deemed attached to the development property and are no longer available for application to another project or assignment to a third party.

4. Assignment of Credits. Owner may assign any or all of the Credits to other developers using an Assignment of Water Credits form similar to Exhibit A (“Assignment”). An Assignment must be signed by Owner. An assignee shall present the Assignment, with original signatures, to the City Recorder, at which time the City Recorder shall update the credit log to account for the Assignment. The City Recorder shall also keep a copy of each Assignment in his/her records. An assignee may assign the Credits in the same manner outlined herein or may use the Credits in order to meet City’s water dedication requirements. Any assignment of Credits that is not presented to the City Recorder as provided in this paragraph shall be void as against any subsequent purchaser, in good faith and for valuable consideration, of the same Credits, or any portion thereof, where the subsequent purchaser’s assignment is first presented to the City Recorder.

5. Use of Credits by Assignees. An assignee may use the Credits in order to meet City’s water dedication requirements as part of the development approval process. Prior to final plat approval, assignee shall send the City Recorder a completed Dedication of Water Credits form to apply a portion of the Credits to a specific development. The number of acre-feet from the Credits required for dedication to a particular development shall be determined by City ordinances and policies existing at the time of the dedication. A decision to apply the Credits to a specific development is final, and any Credits so applied are no longer available for application to another project or assignment to a third party.

6. City’s Use of Water Right. Upon execution of this Agreement, City shall have the full and unencumbered right to divert and beneficially use the water under the Water Right. City bears the responsibility to protect and maintain in good standing the Water Right, including placing the Water Right to beneficial use, filing proof documents on the Change Application, and filing other documentation with the Utah Division of Water Rights. Owner agrees to provide any information or other assistance, as requested by City, that is reasonably necessary to protect and

maintain the Water Right. Owner's rights to Credits under this Agreement will not be affected if the Water Right is forfeited, abandoned, or otherwise lost due to City's nonuse.

7. Termination by Owner. Owner may, at any time and in its sole discretion, terminate this Agreement by filing written notice of termination with the City Recorder. Upon termination, any Credits that have not been dedicated to a specific development shall immediately and automatically pass to City.

8. Cessation of Owner's Use. Upon execution of this Agreement, Owner shall immediately cease any and all use of the Water Right.

9. Successors and Assigns. Pursuant to the terms of this Agreement, Owner shall have the right to assign its rights, duties, and obligations. The parties acknowledge that the rights, duties, and obligations of Owner will also apply to any successor or assign of Owner, and that the use of the term "Owner" in this contract includes Owner's successors or assigns.

10. Ownership of Water Facilities. Nothing in this Agreement shall alter the ownership of any wells or other water facilities of Owner or City.

11. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning its subject matter. This Agreement shall not be amended or modified except by written instrument signed by both parties.

12. Construction and Enforcement. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. This Agreement may be specifically enforced.

13. Third Party Beneficiaries. Except for the assignees of Credits, this Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

14. Attorney Fees. In any action arising out of this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

15. Further Assurances. After the execution of this Agreement, the parties agree to execute and deliver such documents, and to take or cause to be taken all such other actions, as either party may reasonably deem necessary or appropriate in order to carry out the intents and purposes of this Agreement.

16. Severability. If any term, covenant, or condition of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and the remainder of the Agreement shall remain in full force and effect.

17. Authority of Parties. The persons signing this Agreement represent and warrant that they have full authority to do so and that their corporation or entity has undertaken and obtained whatever formalities and approvals are necessary to enter into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GRANTSVILLE CITY,
a municipal corporation

Jesse Wilson, City Manager

Attest _____
Braydee Baugh, City Recorder

STATE OF UTAH)
)
) :SS
COUNTY OF _____)

On the ____ day of January, 2023, personally appeared before me Jesse Wilson and Braydee Baugh, known to me to be the City Manager and City Recorder, respectively, of GRANTSVILLE CITY, who acknowledged to me that they executed the within Water Right Transfer and Banking Agreement pursuant to a resolution of the City Council adopted pursuant to notice at a regular meeting at which a quorum was in attendance.

NOTARY PUBLIC

Arthur S. Higley
ARTHUR S. HIGLEY, Trustee

Susan M. Higley
SUSAN M. HIGLEY, Trustee

STATE OF UTAH)
)
) :SS
COUNTY OF Salt Lake)

On the 16th day of January, 20 23, ARTHUR S. HIGLEY AND SUSAN M. HIGLEY personally appeared before me and duly acknowledged that they, acting as Trustees of the ARTHUR S. HIGLEY AND SUSAN M. HIGLEY TRUST AGREEMENT dated November 4, 2021, executed the foregoing Water Right Transfer and Banking Agreement for the purposes stated therein.

Carol Prasad
NOTARY PUBLIC



AGENDA ITEM #6

Consideration of Resolution 2023-03
confirming the appointments of Derek
Dalton and Kevin Hall as a voting
member of the Planning Commission

**GRANTSVILLE CITY
RESOLUTION NUMBER 2023-03**

**A RESOLUTION CONFIRMING THE APPOINTMENT OF DEREK DALTON AND
KEVIN HALL AS A VOTING MEMBERS OF THE GRANTSVILLE CITY PLANNING
COMMISSION**

WHEREAS, in accordance with Grantsville City Code § 8-3-2, the Grantsville City Planning Commission (“Planning Commission”) is comprised of five voting members; and

WHEREAS, members of the Planning Commission are appointed by the Mayor with the advice and consent of the City Council; and

WHEREAS, the Mayor presents for appointment Derek Dalton and Kevin Hall to serve as a voting members on the Grantsville City Planning Commission to expire on June 30, 2026;

WHEREAS, the City Council hereby consents to the appointment of Derek Dalton and Kevin Hall as voting members of the Grantsville City Planning Commission; and

WHEREAS, the City Council hereby determines that entering this action is in the best interest of the City and will promote the general health, safety and welfare of the citizens of the City.

NOW THEREFORE BE IT RESOLVED BY THE GRANTSVILLE CITY COUNCIL, the City Council hereby confirms the Mayor’s appointment of Derek Dalton and Kevin Hall as a voting member of the Planning Commission with a term expiring on June 30, 2026.

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY,
THIS 18th DAY OF JANUARY, 2023.

BY ORDER OF THE

By Mayor Neil Critchlow

ATTEST

Braydee Baugh, City Recorder

AGENDA ITEM #7

Consideration of Resolution 2023-04 amending the Employee Handbook to define retirement eligibility for certain elected and appointed officials and full and part-time employees

**GRANTSVILLE CITY
RESOLUTION NUMBER 2023-04**

A RESOLUTION AMENDING THE GRANTSVILLE CITY EMPLOYEE HANDBOOK

WHEREAS, Utah Code Ann. § 10-3b-105 vests the City Council with the authority to adopt rules and regulations, not inconsistent with the statute, for the efficient administration, organization, operation, conduct, and business of the municipality, and

WHEREAS, the City Council, from time to time, reviews and adopts policies and procedures to assist in the efficient utilization of City resources and the fair and uniform application of requirements and benefits of City employees; and

WHEREAS, the City Council upon review has determined an amendment of the City's Employee Handbook is necessary; and

WHEREAS, the City Council hereby finds this action is in the best interest of the public's health, safety and general welfare.

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

Section 1. Amendment. The City of Grantsville hereby amends the City's Employee Handbook as attached hereto as Exhibit "A".

Section 2. 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 18th DAY OF JANUARY, 2023.

BY ORDER OF THE
GRANTSVILLE CITY COUNCIL

By Mayor Neil Critchlow

ATTEST

Braydee Baugh, City Recorder

E. Retirement Savings Benefits

The City offers retirement savings plans for all eligible employees. Retirement benefits are important in providing replacement income during retirement. Employees hired after July 1, 2011 and have not previously been enrolled with Utah Retirement System will be enroll into the Tier 2 retirement plan.

Retirement System

A resolution was passed on 10/15/02 by the Mayor and City Council members. This resolution is for the purpose of implementing the provisions of House Bill 230, passed by the 2002 Utah State Legislature, to allow the Chief of Police and to require newly hired public safety employees to become enrolled in the Public Safety Noncontributory Retirement System. This resolution will also allow an appointed and qualified Chief of Police to retire within the Public Safety Noncontributory Retirement system and to continue in the office with a retirement exemption. Current public safety employees with the exception of the Chief of Police will remain in the Public Safety Contributory System until such a time as the Legislature opens a window of opportunity to change to the Public Safety Noncontributory system. Additional details are available from the Treasurer.

Full-time Employees

All full time City employees are covered by the Utah State Retirement Systems, unless otherwise authorized by the Mayor or the Human Resource Director according to State Law. (This is in addition to their Social Security coverage). A regular employee is one employed in a position requiring at least twenty (20) hours of service per week for a minimum of nine (9) consecutive months, or one employed in a position requiring at least thirty (30) hours of service per week for a minimum of four (4) consecutive months. Each eligible employee is required to enroll in their program beginning on his or her first day of employment. The cost of this program is paid for by the City and the employee in the percentages set by action of the Mayor or the Human Resource Director.

F. 401K and 457 Benefit Plans

PURPOSE. Pursuant to Sections 401k and 457 of the Internal Revenue Code, the City has adopted a 401K and a 457 plan and trust for the benefit of eligible employees. The purpose of the plans is to provide a supplemental retirement income for eligible employees through a defined contribution plan and trust.

ELIGIBILITY. All permanent full time employees are eligible to participate in the plans. Elected officials are not eligible to participate in plans. Additionally, for employees holding positions with the City as appointed officers, eligibility for URS Retirement benefits is to be based on the following:

Those having earned URS retirement service credit prior to July 1, 2011, are considered Tier 1, and their eligibility is based on meeting the monthly Minimum Earnings Requirements as dictated by URS.

- Those not having earned URS retirement service credit prior to July 1, 2011, are considered Tier 2, and are determined by the City Council to be eligible for retirement benefits.

ELIGIBLE FOR EXEMPTION. The following positions are able to exempt out of the Utah Retirement System.

- Police Chief
- Recorder
- Treasurer
- Attorney
- Finance Director
- Mayor if the position meets the full-time requirements

CONTRIBUTIONS.

AGENDA ITEM #8

Council Reports

AGENDA ITEM #9

Closed Session (Imminent Litigation,
Personnel, Property)

AGENDA ITEM #10

Adjourn