



May 17th, 2023

City Council Meeting

Information Packet

Agenda Item 1

Proclamation declaring May 17th, 2023
as Sgt. Chad McCoy Heroism Day



Proclamation

SERGEANT CHAD MCCOY HEROISM DAY

May 17th, 2023

WHEREAS, on Tuesday, April 18, 2023, Utah Highway Patrol Sgt. Chad McCoy was driving westbound on Interstate-80 toward his home in Grantsville City, Utah after completing an assignment for the Utah Highway Patrol; and

WHEREAS, Sgt. McCoy witnessed a pickup truck, pulling a trailer driving the wrong way toward oncoming traffic, placing dozens of vehicles and their occupants at risk;

WHEREAS, without concern for his own well-being and safety, Sgt. McCoy turned his patrol vehicle into the path of the wrong way driver;

WHEREAS, Sgt. McCoy's heroic actions exemplified personal bravery and self-sacrifice and represent the highest ideals of his department and all law enforcement; and

WHEREAS, Sgt. McCoy is a resident of Grantsville City, Utah; and

WHEREAS, Grantsville City wishes to honor and thank him for his heroic actions by declaring May 17th, 2023 as Sgt. Chad McCoy Heroism Day in Grantsville City, Tooele County, State of Utah; and

WHEREAS, the Grantsville City Council hereby states that this action is in the best interest of the City's health, safety and general welfare

Neil A Critchlow, Mayor
Grantsville City

Agenda Item 2

Public Comment

Public Comments will also be taken by email until 5:00 pm on April 5th, 2023.

Please email comments to

bbaugh@grantsvilleut.gov. Please add 'Public Comment' in the subject line.

Agenda Item 3

Approval of Summary Action Items

a. Minutes from meetings held on 04/05/2023, special meeting held on 04/12/2023, and Joint Work Meeting held on 05/10/2023

b. Approval of Bills

Approved

**MINUTES OF THE WORK MEETING OF THE GRANTSVILLE CITY COUNCIL,
HELD ON April 5th, 2023 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

Jewel Allen

Appointed Officers and Employees Present:

Sherrie Broadbent, Finance Director

Robert Sager, Police Chief

Gina Francom, Deputy Recorder

Jesse Wilson, City Manager

Brett Coombs, City Attorney

Council Members Not Present:

Jeff Hutchins

Darrin Rowberry

AGENDA:

1. Discussion regarding the PID proposal for Neilsen Ranches

Shaun Johnson was present over Zoom to introduce the proposal. In person representatives were Ryan Hogan & Don Fielding – partners in the land ownership side; Tom Clark – partner in the development side; Benj Becker representing Piper Sandler (PID – which is an entity to help finance infrastructure). Mr. Becker stood to present this item and to follow up with discussion on parameters of development of this project and the letter of intent. One item of concern was the number of PIDs being requested (20). Each PID is rated differently according to the use of the area and which would be most beneficial overall and does not place an overburden on any one area of the development. Alex Buxton with Zions Bank commented on the larger number of PIDs requested, but the maintenance and documentation of the PIDs being prepared by the developer offsets the concern, but would like to see it trimmed down to 10-14. Aaron Wade, counsel to the city, noted that other projects haven't been the variety of mixed use that this project consists of. Councilmember Allen asked if it's necessary to establish separate districts to do different MIL levies. There was discussion about what a MIL Levy is and what the benefits are to them and the relevance of the number utilized. Other residential communities and how MIL levies have been applied were also discussed. There was discussion also about the overall benefits of having a plan for projects and developments. The PID policy was put into place to create a standard. Councilmember Bevan asked about the occupancy for projects with similar MIL levies. Councilmember Jenkins questioned what would happen if the housing market were to crash during the building process and what the risk to the city was. Appreciation was expressed by all in attendance of the value of this discussion.

Approved

2. Adjourn.

Motion: Councilmember Allen made the motion to adjourn

Second: Councilmember Jenkins seconded the motion.

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

**MINUTES OF THE REGULAR MEETING OF THE GRANTSVILLE CITY COUNCIL,
HELD ON April 5th, 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

Jewel Allen

Council Members Not Present:

Jeff Hutchins

Darrin Rowberry

Appointed Officers and Employees Present:

Robert Sager, Police Chief

Gina Francom, Deputy Recorder

Jesse Wilson, City Manager

Brett Coombs, City Attorney

Sherrie Broadbent, Finance Director

Lanise Thompson, Community Development Administrative Assistant

Citizens and Guests Present:

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

Mayor Critchlow lead the Pledge of Allegiance.

AGENDA:

- 1. Declaration of Child Abuse Prevention Month**
- 2. 20-year recognition of Tree City Designation by Arbor Day Foundation**
- 3. Public Comments:**

Jeff Medrano stood for public comment. Mr. Medrano requested additional softball fields be built for the recreation leagues in Grantsville.

- 4. Summary Action Items.**
 - a. Approval of minutes from March 15th, 2023 Regular Meeting
 - b. Approval of Bills totaling \$320,284.29

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

Second: Councilmember Jenkins seconded the motion.

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

5. Consideration of Resolution 2023-14 adopting the Municipal Wastewater Planning Program report for Year Ending 2022

There was discussion about the survey results, rate study, and plan of operations.

Motion: Councilmember Allen made the motion to adopt Resolution 2023-14 adopting the Municipal Wastewater Planning Program report for Year Ending 2022

Second: Councilmember Bevan seconded the motion.

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

6. Consideration of Resolution 2023-15 approving the contract for Gary Pinkham

City Manager Jesse Wilson stood for this item. Mr. Pinkham has recently been released from the planning commission. The city would like to retain him to consult in DRCs. With his extensive knowledge and experience, he is an asset and very valuable.

Motion: Councilmember Jenkins made the motion to approve Resolution 2023-15 approving the contract for Gary Pinkham with an effective date of February 2023

Second: Councilmember Allen seconded the motion.

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

7. Consideration of Resolution 2023-16 approving the Tooele County Dispatch Service Agreement

There was discussion about the cost per household per month as well as efforts to keep system up to date and benefits to our community to utilize Tooele County Dispatch.

Motion: Councilmember Bevan made the motion to approve Resolution 2023-16 approving the Tooele County Dispatch Service Agreement for fiscal year 2022-2023

Second: Councilmember Allen seconded the motion.

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

8. Consideration of Resolution 2023-17 approving the contract between Grantsville City Council and Grantsville Redevelopment Agency

City Attorney Brett Coombs stood for this item. Mr. Coombs reminded council of the discussion for the need for a new well and building to service areas in the eastern areas of Grantsville necessitating a loan to the RDA, who will lend to the developer with an interest of 7% over a 10-year period. RDA Attorney Adam Long also stood for this item and explained in further detail the terms of the loan.

Motion: Councilmember Allen made the motion approve Consideration of Resolution 2023-17 approving the contract between Grantsville City Council and Grantsville Redevelopment Agency

Second: Councilmember Jenkins seconded the motion.

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

9. Consideration of Resolution 2023-18 approving the service fee waiver for Veterans Memorial Donation

City Manager Jesse Wilson stood for this item and explained that this would be presented in two parts. Mr. Whit Cook stood and presented the concept for the Veterans Memorial Park to be built at Academy Square. Mr. Wilson asked for the council’s permission to waive the credit card service fee for any donations made towards this effort of building the Veterans Memorial.

Motion: Councilmember Jenkins made a motion to approve Resolution 2023-18 approving the service fee waiver for Veterans Memorial Donation

Second: Councilmember Allen seconded the motion.

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

10. Discussion regarding Grantsville Justice Court - PULLED

11. Discussion with Hamlet Homes regarding Worthington Ranch Subdivision located at approximately 1200 North Old Lincoln Highway - PULLED

12. Council Reports

Councilmember Jenkins: Current contest partnering with GCPD for Slow Down Campaign for grades 7-12. Youth Council is starting Random Acts of Kindness campaign. Application for Youth Council opening up for upcoming year (9-12 grade in 2023-2024 school year). Summer of Fun tentative schedule. Library is planning a 10-year celebration. With Child Abuse Prevention Month – Grantsville had 11 cases reported in February, 11 too many – if you see something, say something.

Councilmember Bevan: Beautification Committee is working on packet for local businesses for opportunities to contribute to trailer equipment. Historical Preservation Committee Dinner.

Councilmember Allen: Working on grants with city staff. Appreciation to the council, residents, city staff and volunteers for efforts to make our community what it is.

Mayor: Youth Council is made up of amazing youth who do admirable things. Much appreciation to John and the Library for the outreach that they do in our community. Bleachers at the little league fields need some updating – little league will do labor and city will provide materials.

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

There was no closed session

City Attorney Brett Coombs asked the council for approval and to waive the conflict in assisting the Grantsville Sociable to set up an LLC and 501C3 for collecting donations.

14. Adjourn.

Motion: Councilmember Allen made the motion to adjourn

Second: Councilmember Bevan seconded the motion.

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

**MINUTES OF THE WORK MEETING OF THE GRANTSVILLE CITY COUNCIL,
HELD ON April 12, 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
Jeff Hutchins
Darrin Rowberry
Jewel Allen

Council Members Not Present:

Appointed Officers and Employees Present:

Sherrie Broadbent, Finance Director
Robert Sager, Police Chief
Braydee Baugh, Recorder
Jesse Wilson, City Manager
Brett Coombs, City Attorney

Citizens and Guests Present:

Alexis Stewart, Trini Bassett

AGENDA:

1. Discussion regarding Grantsville City Justice Court

Mayor Critchlow advised he is waiting for information from Jim Peters. Mr. Wilson advised he will reach out the next business day. Mayor Critchlow advised that he would like to reduce the cost and increase the revenue. Mayor Critchlow went over the proposed budget provided by Judge Elton. Mayor Critchlow asked Court Clerk Trini Bassett what the total in fines the court accepted were. Ms. Bassett did not have the information off hand. Mayor Critchlow advised his intention is to request that Tooele County allow the Grantsville City Justice Court to prosecute the citations/crimes for the northern part of the county. Attorney Coombs advised the City could adopt the ordinances that officers would then cite; the City could then keep all the fines from the citation. Mayor Critchlow asked how difficult that task would be. Attorney Coombs advised it would be a large undertaking but doable. Ms. Bassett advised the Court is here to serve the residents of Grantsville who could be indigent and unable to commute to Tooele. Mayor Critchlow advised the question is not related to efficiency-its related to the cost vs revenue issues.

Councilmember Jenkins advised although the Justice Court is not considered essential like the Police Department but is still a service that should be provided to the residents of Grantsville City. Ms. Bassett explained the court also assists with expunging criminal records and small claims. Mayor Critchlow asked if there was a way to get the State surcharged removed. Attorney Coombs advised there was not as it is State Legislature and Utah State Court that make that determination. Ms. Stewart advised that Grantsville City is growing and cases have tripled or doubled over the last months and Tooele County is the fastest growing county in the State and the cost is going to be closer to the revenue due to that fact. Councilmember Allen asked what the shortfall of the court is. Mayor Critchlow advised there is an \$180,000 shortfall. Councilmember Jenkins advised that raising taxes in small increments. Councilmember Hutchins advised he would like to review the budget with the Justice Court in mind and would like to explore other ways to reduce the gap between revenue and cost. Attorney Coombs will be investigating the process and citations that could be potentially adopted under the Municipal Code.

2. Discussion regarding the 2024 Fiscal Year Budget

Sherrie Broadbent was present for this item. Ms. Broadbent advised the Court is always in a deficit and it is planned for. Ms. Broadbent advised there were errors with allocations so the budget accounts are not accurate. Ms. Broadbent advised the public notice for the budget needs to be out by April 21st. Ms. Broadbent asked the Council how they would like to address the shortfalls and overages for the FLEX benefits. Councilmember Hutchins asked how many employees are impacted. Mr. Wilson advised they are currently auditing the account to determine how many employees will be affected by this error. There was discussions regarding the design of a new animal shelter. Councilmember Jenkins asked if the ARPA funds could be used in anticipation of growth projects.

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

Councilmember Hutchins made the motion to enter into a closed session

Closed session started at 8:27pm

Closed session ended at 8:48 pm

4. Adjourn.

Motion: Councilmember Allen made the motion to adjourn

Second: Councilmember Hutchins seconded the motion.

Vote: The vote was as follows: Councilmember Rowberry, “Aye”, Councilmember Hutchins, “Aye”, Councilmember Stice, “Aye”, Councilmember Allen “Aye”, and Councilmember Sparks, “Aye”. The motion carried.

MINUTES OF THE JOINT MEETING OF THE GRANTSVILLE CITY COUNCIL AND PLANNING COMMISSION, HELD ON MAY 15TH, 2023 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: Commission Members Present:

Mayor Neil Critchlow

Jaime Topham

Jeff Hutchins

Rick Barchers

Darrin Rowberry

Derek Dalton

Jewel Allen

Kevin Hall

Council Members Not Present: Jolene Jenkins, Scott Bevan

Appointed Officers and Employees Present:

Dan England, City Engineer (via Zoom)

Cavett Eaton, Planning Administrator

Braydee Baugh, Recorder

Jesse Wilson, City Manager

Brett Coombs, City Attorney

Shay Stark, Contract Planner

Lanise Thompson, Administrative Assistant

Citizens and Guests Present: Dave Jefferies, Carol Jefferies, Steve Miner, Brett Lovell, Connor O’Leary

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

AGENDA:

1. Discussion with Dave and Carol Jeffries

Carol Jefferies was present for this item. Mrs. Jefferies advised this plan has been in place for years. Steve Miner with Associated Food explained some of the process that went into the studies associated with the project. Mr. Miner advised the first preference was to expand the location on Main Street but the surrounding development prevented that from happening. Mr. Miner advised there was a favorable feasibility study completed for the proposed location. Commission Member Barchers asked who will pay for the improvements needed to Durfee Street for the increase of traffic on Durfee. City Engineer, Dan England, advised it would be based off the Traffic Study. Mr. England advised his concern would be related to the increase of traffic. Commission Member Barchers asked if Matthews Lane would need to be widened. Mr. England advised the lane is called out on the Master Traffic Plan as a collector and would need to be widened to 90’. Commission Member Dalton advised the last meeting there was pushback on that road being categorized as a collector. Commission Member Barchers asked if the rest of

the development is subservient to this portion. Mr. Miner explained the surrounding development is needed for this store. Mr. Lovell advised the Jefferies are making a 15-million-dollar investment into the community and to receive the tax benefit, it is required to provide affordable housing. Commission Member Barchers advised parking is a big concern. Mr. Lovell advised the smaller lots make it affordable. Commission Member Dalton asked why the location is not closer to Main Street. Mr. Miner advised this would be the best alternative location to best serve the community and with consideration to the immediate neighbors. Commission Member Hall asked if the only reason the property is not going on Main is due to the traffic. Commission Member Hall advised there is currently not a Main Street and Grantsville needs something to be proud of. Mr. Miner advised the Jefferies did not want the residents to be dealing with the intersection of Main and Matthews to get groceries. **Commission Chair Jaime arrived at the meeting at 6:47 pm.** Commission Member Dalton asked why the project could not get moved down mid-block. Mr. Miner explained that it is extremely hard for a project to get approved “mid-block” as the success of the project is detrimentally impacted. Commission Member Topham asked what the difference between this and Stansbury Park location. Mr. Miner advised the highways make a difference. Councilmember Hutchins advised that Matthews Lane is called out to be widened and how is the City supposed to finance that improvement. Mayor Critchlow advised he had a meeting regarding the funding for the roads. There was continued discussion regarding the projected location and the improvements that would be needed to the surrounding area. It was determined more planning would be needed.

2. Discussion regarding the PUD Process

Commission Chair Topham stood to represent this item. Commission Chair Topham advised the main purpose of this meeting is the Commission wanted to clarify what the City would like to accept as far as negotiable to code variations. She advised the developer always wants to increase density and would like to know what is acceptable to the City for the Commission to allow a density increase. She noted it would be helpful for the commission to have it laid out plainly in the code. Commission Member Topham advised that she likes the tabled idea as represented in several other municipalities. Commission Member Barchers advised the City only has so much budget to take care of a park but the Developers continue to offer park space. City Contract Planner, Shay Stark, advised one thing that was suggested was not increasing the overall density but group the homes closer so there was enough open space to get a large regional park. Mayor Critchlow advised he does not have a problem with the “cluster” idea as long as the overall density does not increase. Councilmember Hutchins advised he felt as if the Developer is making their profit the City’s responsibility. Councilmember Hutchins asked Attorney Coombs about the PUD process and the municipality’s responsibility to have a PUD process. Attorney Coombs advised the PUD is not required but that if they are offered they have to be designed within reason. Commission Chair advised a PUD is required in MU, Commercial, and other zones. Attorney Coombs advised the Code can be changed to not require the PUD in the currently required zones. City consultant Gary Pinkham advised the PUD process should be the developer coming to the City because it does not match the code. Mr. Pinkham advised there should be a negotiation between the City and the Code. Mr. Stark advised the CRDA has to meet a federal threshold. Commission Chair Topham asked if the City Council would like to propose an option or if Planning Commission should make a proposal. Councilmember Rowberry

Unapproved

advised that City Council is not qualified to make a proposal. Commission Member Topham asked if the City wants more parks. Councilmember Hutchins advised larger parks would be preferred. It was determined that Attorney Coombs and Commission Chair Topham would work on a proposal and present it for approval.

3. 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 Hutchins, “Aye”, Councilmember Allen “Aye” The motion carried.

Planning and Zoning Adjourn

Motion: Commission Chair Topham made the motion to adjourn

Second: Commission Member Dalton seconded the motion.

Vote: The vote was as follows: Commission Chair Topham, “Aye”, Commission Member Dalton, “Aye”, Commission Member Barchers “Aye” Commission Member Hall “Aye” The motion carried.

Meeting adjourned at 8:32

Agenda Item 4

Consideration of Ordinance 2023-03
Amending Chapter 2 of the Grantsville
City Land Use code to include the
definitions of “Front Yard” and “Side
Yard”

**GRANTSVILLE
ORDINANCE 2023-03**

ADOPTING DEFINITIONS FOR YARDS

**AN ORDINANCE AMENDING CHAPTER 2 OF THE GRANTSVILLE CITY
LAND USE DEVELOPMENT AND MANAGEMENT CODE AND ADOPTING
NEW DEFINITIONS FOR FRONT YARD, INTERIOR SIDE YARD AND STREET
SIDE YARD**

WHEREAS, the Grantsville City Planning Commission has recommended the adoption of new definitions in Chapter 2 of the Grantsville City Land Use Development and Management Code; and

WHEREAS, the Planning Commission held a public hearing to accept any comments from the public regarding the proposed adoption of said new definitions; and

WHEREAS, the City Council has reviewed the recommendation of the Planning Commission, and all comments included, and hereby finds that adoption of new definitions for "Front Yard", "Interior Side Yard" and "Street Side Yard" is in the best interest of the City's health, safety and general welfare.

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

SECTION 1: **AMENDMENT** "Chapter 2 Definitions" of the Grantsville Land Use Ordinances is hereby *amended* as follows:

BEFORE AMENDMENT

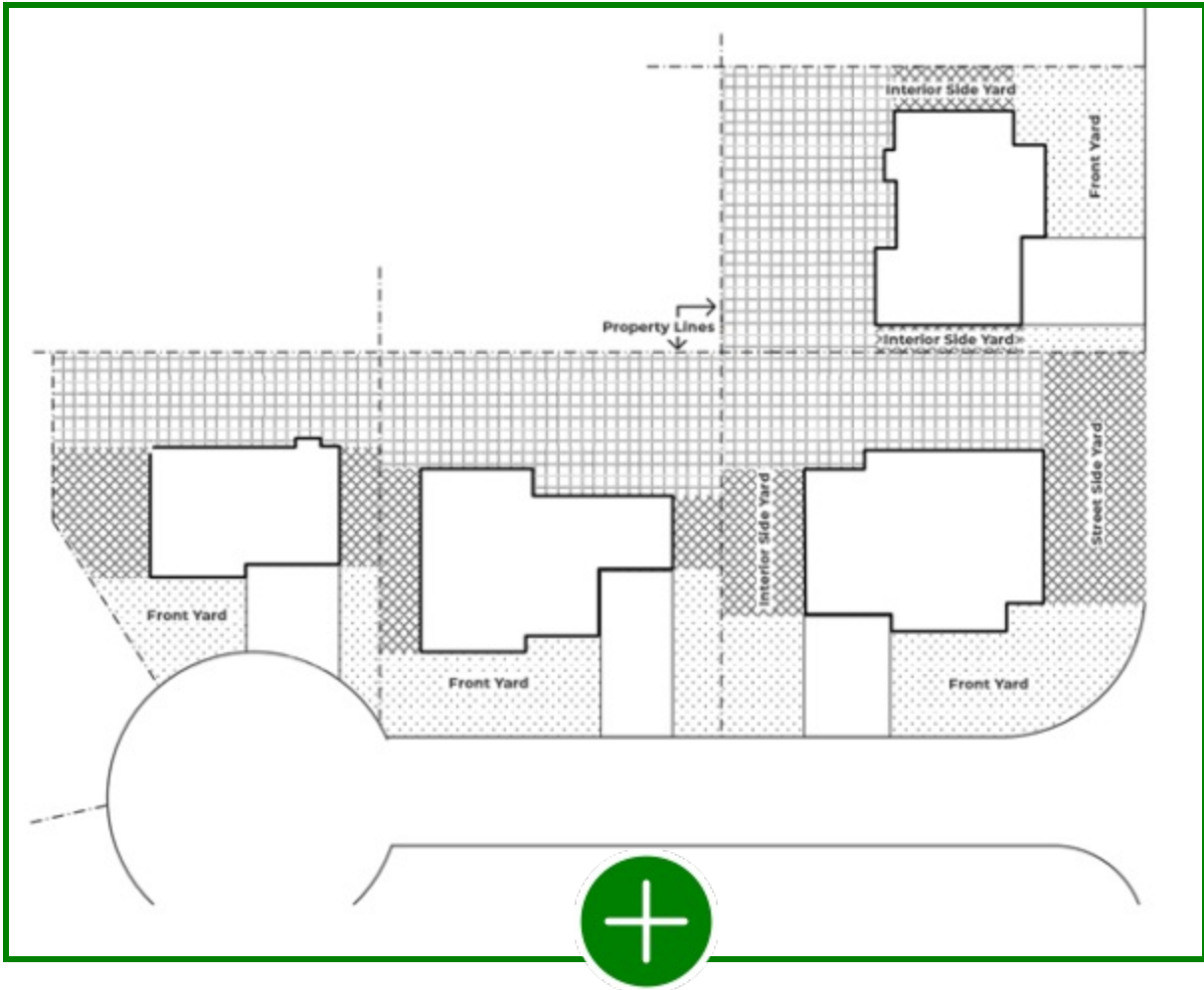
Chapter 2 Definitions

Unless the context requires otherwise, the following definitions shall be used in the interpretation and construction of this Code. Words used in the present tense shall include the future; the singular number shall include the plural, and the plural the singular; the word building shall include the word "structure;" the words "used" or "occupied" shall include arranged, designed, constructed, altered, converted, rented, leased, or intended to be used or occupied; the word "shall" is mandatory and not directory, and the word may is permissive; the word "person" includes a firm, association, organization, partnership, trust, company, or corporation, as well as an individual; the word "lot" includes the words plot or parcel. Words used in this Code but not defined herein shall have the meaning as defined in any other ordinance adopted by Grantsville City.

(122) FRONTAGE, BUILDING. The length of an outside building wall on a public right-of-way or an approved private road.

(123) FRONTAGE, LOT. The lineal measurement of the front lot line.

(123a) FRONT YARD. The permeable area between the front lot line and the front facade of the main building and extending for the full width of the lot.



(124) GARAGE, PRIVATE. An accessory building designed and/or used for the storage of motor vehicles owned and used by the occupants of the building to which it is accessory, provided that a garage shall be considered part of the dwelling if the garage and dwelling have a roof or wall in common.

(125) GARAGE, PUBLIC. A building or portion thereof, other than a private garage, designed or used for servicing, repairing, equipping, hiring, selling, leasing, renting or storing motor vehicles.

(151) INOPERATIVE VEHICLE OR TRAILER. Any vehicle or trailer that due to mechanical, electrical, structural problems, or lack of maintenance, cannot operate as it was originally constructed and designed to do or should not be operated due to conditions rendering it as unsafe. This includes any vehicle or trailer that is not currently licensed or which its operation is in violation of local, state and federal laws.

(152) INTERGRATED DEVELOPMENT PLAN. Comprehensive management for best assurance of maintaining standards and conditions of approval is the intent in the administration of a conditional use permit. Therefore every assurance will be required to maximize the meeting of the community's performance standards and minimize the problems of their enforcement through approved comprehensive management plans which have been prepared by the applicant and approved by the City Council. Single responsible management is felt crucial to consistent care and observance of binding regulations in assuring compatibility with the surrounding area of certain developments negotiated with the community. Agreed upon penalties for violations of the management plan are considered an important integral part of enforcement.

(152a) INTERIOR SIDE YARD. The permeable and visible (not impeded by a fence) area between the lot line and the side facing facade of the main building as illustrated in Drawing 1 (see definition for Front Yard).

(153) JUNK. Any salvaged or scrap copper, brass, iron steel, metal, rope, rags, batteries, paper, wood, trash, plastic, rubber, tires, waste, or other articles or materials commonly designed as junk. Junk shall also mean any dismantled, wrecked or inoperable motor vehicles or parts thereof which remain in such condition for a period of time in excess of sixty days. An automobile, truck or bus shall be considered as inoperable if it is parked or stored on property outside of an enclosed garage and is not currently registered and licensed in this state or another state.

(154) JUNK YARD. The use of any lot, portion of a lot, or tract of land for the storage, keeping or abandonment of junk, including scrap metals or other scrap material, or for the dismantling, demolition or abandonment of automobiles, or other vehicles, or machinery or parts thereof, provided that this definition shall be deemed not to include such uses which are clearly accessory and incidental to any agricultural use permitted in the district.

(155) KENNEL. Any premises where 3 or more dogs older than 4 months are kept.

(156) LAND, AGRICULTURAL. (Amended 8/21/02 to remove term “not including non-conforming uses”). Land used for bona fide agricultural purposes.

(157) LAND, COMMERCIAL. Land used for bona fide commercial purposes, or which is projected for commercial use by the master plan or the zoning ordinance adopted by Grantsville City, except legally existing non conforming uses in areas designated commercial in such ordinance.

(h) Stub Streets - A street or road extending from within a subdivision boundary and temporarily terminating with temporary turnaround (cul-de-sac). Stub streets are provided to permit adjacent undeveloped parcels of land to be developed later by continuing the stub street to a connecting street.

(304a) STREET SIDE YARD. The permeable and visible (not impeded by a fence) area between the secondary street lot line and the side facing facade of the main building as illustrated in Drawing 1 (see definition for Front Yard).

(305) STRUCTURE. Anything constructed, the use of which requires fixed location on the ground or attachment to something having a fixed location on the ground, includes "building".

(306) SUBDIVIDER (DEVELOPER). Means any person, firm, corporation, partnership or association who causes land to be divided into a subdivision for himself/herself or others; a developer.

(307) SUBDIVISION (See "DEVELOPMENT"). Means any land that is divided, re-subdivided, or proposed to be divided into two or more lots, parcels, sites, units, plots, or other division of land for the purpose, whether immediate or future, for offer, sale, lease, or development either on the installment plan or upon any and all other plans, terms, and conditions. It also includes the division or development of land whether by deed, metes and bounds description, devise and testacy, lease, map, plat, or other recorded instrument; and divisions of land for all residential and nonresidential uses, including land used or to be used for commercial, agricultural, and industrial purposes.

(308) SUBDIVISION, CLUSTER. A subdivision of land in which the lots have areas less than the minimum lot area of the district in which the subdivision is located, but which complies with the cluster subdivision provisions of this Ordinance and in which a significant part of the land is privately reserved or dedicated as permanent common open space to provide low-density character for the residential lots in the subdivision.

(309) SUBDIVISION IDENTIFICATION SIGN. A freestanding or wall sign identifying a recognized subdivision, condominium complex, or residential development.

(310) SUBDIVISION, MINOR. A subdivision of four (4) or less lots, which is not traversed by the mapped lines of a proposed street as shown in the general plan of Grantsville City, does not require the dedication of any land for street or other public purposes and each lot in the subdivision meets the frontage, width and area requirements of this zoning ordinance and Grantsville City zoning maps.

(311) SUBDIVISION VACATION. The process of removing from record a section of land that was subdivided into plats for development or sale, lease or to offer for sale. The subdivision area vacated ceases to exist, and the land is one parcel, and must be re-subdivided to sell in smaller sections.

PASSED AND ADOPTED BY THE GRANTSVILLE COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Jewel Allen	_____	_____	_____	_____
Jolene Jenkins	_____	_____	_____	_____
Darrin Rowberry	_____	_____	_____	_____
Jeff Hutchins	_____	_____	_____	_____
Scott Bevan	_____	_____	_____	_____

Presiding Officer

Attest

Neil Critchlow, Mayor, Grantsville

Braydee Baugh, City Recorder,
Grantsville



MEMORANDUM

DATE: April 14, 2023

TO: Braydee Baugh, City Recorder

FROM: Cavett Eaton, Planning & Zoning Administrator

RE: **ZONING ITEMS UP FOR CONSIDERATION AT COUNCIL MEETING TO BE HELD XXXXX, 2023**

City Council Agenda Items #: Consideration of Resolution 2023-__ approval of the Proposed amendment of Chapter 2 Definitions of Front Yard and Side Yard to the Grantsville City Land Use Management and Development Code

The Planning Commission recommended approval this item on April 13, 2023:

Cavett Eaton presented the definitions and diagram.

Jaime thanked him for the vast improvement and the inclusion of the diagram. The diagram is great and helps to clarify things.

Commission member Rick Barchers made a motion to move this item to an action item. Commission member Derek Dalton seconded the motion. All voted in favor. Motion carried unanimously.

Commission Chair Rick Barchers made a motion to recommend approval of the Proposed amendment of Chapter 2 Definitions of Front Yard and Side Yard to the Grantsville City Land Use Management and Development Code. Commission Member Kevin Hall seconded the motion. All voted in favor and the motion carried unanimously.

- End of Memorandum-

Proposed Amendment of Chapter 2 Definitions

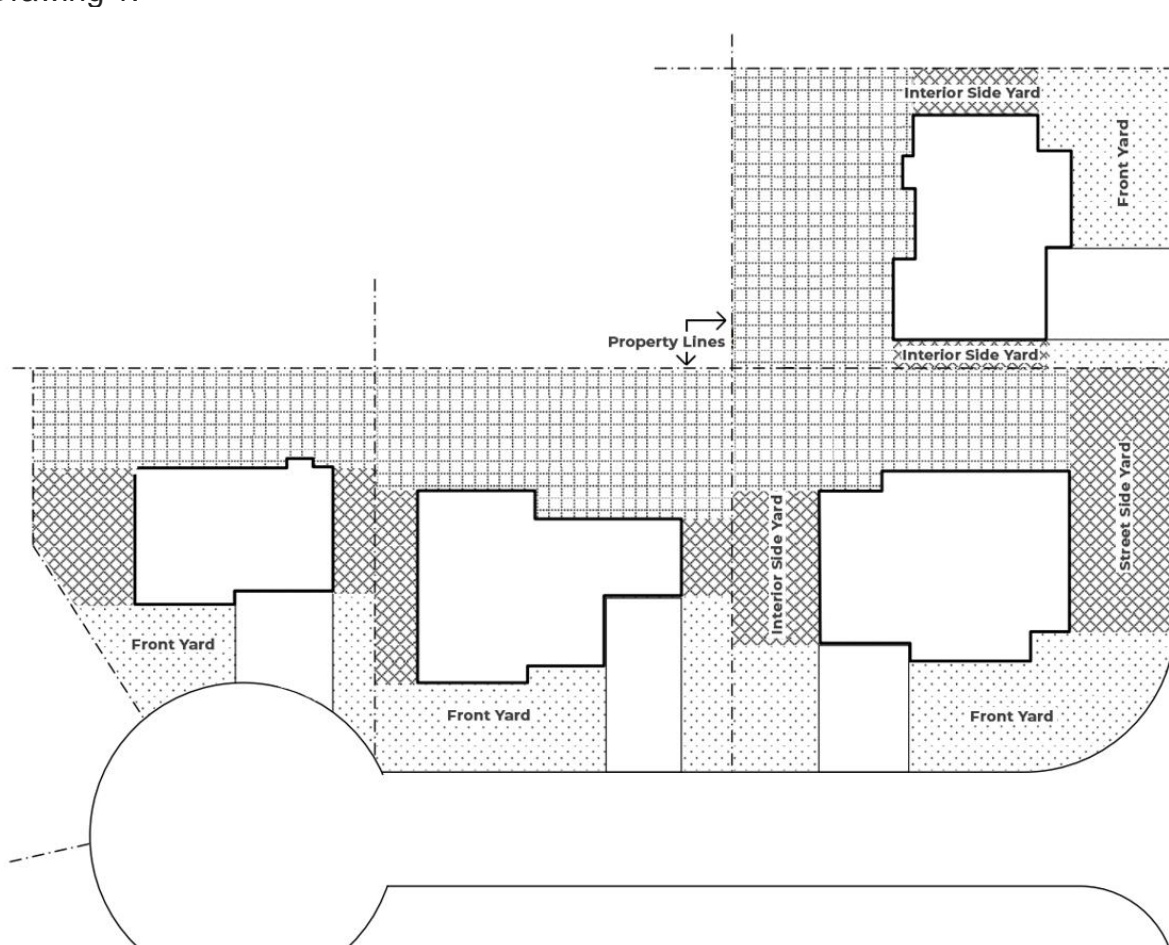
Front Yard & Side Yard (Street Side and Interior Side)

To The Grantsville City Land Use Management and Development Code

Front Yard. The permeable area between the front lot line and the front façade of the main building and extending for the full width of the lot as illustrated in Drawing 1.

Interior Side Yard. The permeable and visible (not impeded by a fence) area between the lot line and the side facing façade of the main building as illustrated in Drawing 1.

Street Side Yard. The permeable and visible (not impeded by a fence) area between the secondary street lot line and the side facing façade of the main building as illustrated in Drawing 1.



Agenda Item 5

Consideration of Ordinance 2023-04
Approving Amending Grantsville City
Code 5-1-15 To Require Compaction
Reports

**GRANTSVILLE
ORDINANCE 2023-04**

REQUIRING COMPACTION REPORTS

**AN ORDINANCE AMENDING GRANTSVILLE CITY CODE 5-1-15 TO REQUIRE
COMPACTION REPORTS**

WHEREAS, Utah Code 10-8-84(1) permits the Grantsville City Council to "pass all ordinances and rules, and make all regulations . . . necessary for carrying into effect or discharging all powers and duties . . . as are necessary and property to provide for the safety and preserve the health . . . and for protection of property in the city."

WHEREAS, the Grantsville City Building Official has recommended the City adopt regulations requiring compaction reports when any structure is built or modified upon a lot within the City; and

WHEREAS, the City Council has reviewed the proposed ordinance and hereby finds its adoption is in the best interest of the City's health, safety and general welfare.

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

SECTION 1: **AMENDMENT** "5-1-15 (Reserved)" of the Grantsville Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

5-1-15 (Reserved)

AFTER AMENDMENT

5-1-15 (~~Reserved~~) Compaction Reporting

A. As used in this Section, the following definitions shall apply:

1. "Backfill" means the act or work of replacing the soil that has been removed from a site in order to construct the footings and foundations of a structure.
2. "Compaction" means the use of mechanical equipment to achieve the required soil density specified by a Geotechnical Engineering report.
3. "Geotechnical Engineer" means an individual licensed in the State of Utah to provide investigative sub-grade work and research for the clarification of the type of soil(s) present and any requirements that need to be followed for the construction of a structure.
4. "Geotechnical Report" means a comprehensive assessment of geological

conditions of a particular area where construction or installation of any kind of structure is to be undertaken.

B. Compaction Reports Required

1. Any person or entity who obtains a building permit in the city for a new structure will be required to provide the following:
 - a. Each parcel or lot upon which a residential structure is being placed, erected or constructed shall be tested by a Geotechnical Engineer for proper soil compaction and a Compaction Report provided to the city.
 - b. Each parcel or lot that a commercial, industrial, or manufacturing structure is to be built are required to provide compaction reports for the following:
 - i. each footing section
 - ii. each floor section; or
 - iii. each quadrant of the building being poured.
 - c. The Compaction Report shall be provided to the city for each parcel or lot at or before the city completes its four (4) way inspection for that parcel or lot.
 - d. The Compaction Report must reflect that the backfill soil in and around each individual structure has been placed and re-compacted according the requirements from the Geotechnical Engineer for the parcel or lot.

C. Violation and Penalty

1. The city may issue a stop work order or the building permit may be revoked.
2. The Certificate of Occupancy will not be issued for the structure until compaction reports meet the Geotechnical Engineers specifications.

PASSED AND ADOPTED BY THE GRANTSVILLE COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Jewel Allen	_____	_____	_____	_____
Jolene Jenkins	_____	_____	_____	_____
Darrin Rowberry	_____	_____	_____	_____
Jeff Hutchins	_____	_____	_____	_____
Scott Bevan	_____	_____	_____	_____

Presiding Officer

Attest

Neil Critchlow, Mayor, Grantsville

Braydee Baugh, City Recorder,
Grantsville

Agenda Item 6

Consideration of Resolution 2023-22
Approving of entering into an Interlocal
Agreement with Salt Lake City for
Airport Services

**GRANTSVILLE CITY
RESOLUTION NO. 2023-__**

**A RESOLUTION APPROVING WILL SERVE AGREEMENT PARAMETERS
BETWEEN GRANTSVILLE CITY AND SALT LAKE CITY**

WHEREAS, Salt Lake City Corporation (“Salt Lake City”), through its Department of Airports (“SLCDA”) owns and operates the Tooele Valley Airport, comprising of approximately 685 acres of land located south of I-80, north of Erda Way, and east of Sheep Lane in Erda, Utah (“Airport”); and

WHEREAS, Salt Lake City has requested that Grantsville City (the “City”) provide municipal services to the Airport; and

WHEREAS, the Airport resides outside the City’s jurisdictional boundaries; and

WHEREAS, the City Council hereby finds that approving Salt Lake City’s application for the City to provide municipal services to the Airport (the “Application”) improves public health, creates economic opportunity, and is in the best interests to the City and its residents; and

WHEREAS, the Grantsville City Council hereby determines that it is in the best interest of the City to approve the Application in accordance with the parameters described herein.

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

1. Will Serve Application. The City Council approves the parameters outlined in the Application, attached as Exhibit “A”.
2. Division of Drinking Water. Pursuant to Utah Code §10-8-22(8), the City Recorder is hereby directed to notify the Director of Drinking Water of the Will Serve Application, including the name and contact information in the Application, and update that information annually.
3. Severability Clause. If any part or provision of this Resolution is held invalid or unenforceable, such invalidity of 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,
UTAH, THIS __ OF ____, 2023.

BY ORDER OF THE GRANTSVILLE
CITY COUNCIL

By: _____

Mayor Neil A. Critchlow

ATTEST:

City Recorder

**EXHIBIT “A”
WILL SERVE PARAMETERS**

Grantsville City and Salt Lake City will include the minimum following parameters in a will serve agreement between the parties:

Obligations of Salt Lake City:

1. Salt Lake City shall extend, at its sole expense, the culinary water line and the municipal wastewater sewer line to the Airport, including water meters and fire hydrants in the amount and to the standards required by current code sufficient for the Airport’s use.
2. The costs associated with such construction shall be in lieu of any or impact fees or water right dedication requirement pursuant to the Grantsville Municipal Code.
3. Salt Lake City shall grant an easement to Grantsville City for maintenance and repair of any portion of culinary water line or municipal wastewater line that Salt Lake City dedicates to Grantsville City at the conclusion of construction.

Obligations of Grantsville City:

1. Grantsville City agrees to provide culinary water and municipal wastewater services meeting at least the minimum specifications listed below during the term of the will serve agreement:
 - a. 23 GPM PDD potable water
 - b. 2.3 GPM PDD non-potable washdown water
 - c. 21 GPM PHD sewer flow
 - d. Fire flow requirements: 1,500-2,000 GPM at 20 psi for 2 hours

Agenda Item 7

Consideration of Resolution 2023-26
approving of amending the Grantsville
Land Use Code by adopting updated
zoning maps

**GRANTSVILLE CITY
RESOLUTION NUMBER 2023-26**

**A RESOLUTION REPEALING THE 2018 ZONING MAPS AND ADOPTING NEW
ZONING MAP FOR GRANTSVILLE CITY, UTAH**

WHEREAS, Utah Code Ann. § 10-9A-503(1) permits the City Council to adopt zoning maps outlining the boundaries and describing the general uses of all zoning districts within the City; and

WHEREAS, the Grantsville City Planning Commission considered the adoption of a new zoning map as required by Utah Code Ann. § 10-9a-503(2), and voted to recommend adoption of the zoning map attached hereto as “Exhibit A” and incorporated herein; and

WHEREAS, after review and a public hearing the City Council hereby finds a new zoning map would be beneficial for the citizens and all property owners within the City; and

WHEREAS, the Grantsville City Council hereby determines that repealing the 2018 zoning maps and adopting a 2023 zoning map are in the best interests 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**

SECTION 1. Repeal of 2018 Zoning Maps – The City Council hereby repeals the 2018 zoning maps.

SECTION 2. Adoption of 2023 Zoning Map – The City Council hereby adopts the 2023 zoning map.

SECTION 2. Effective Date – This Resolution shall become effective immediately upon passage.

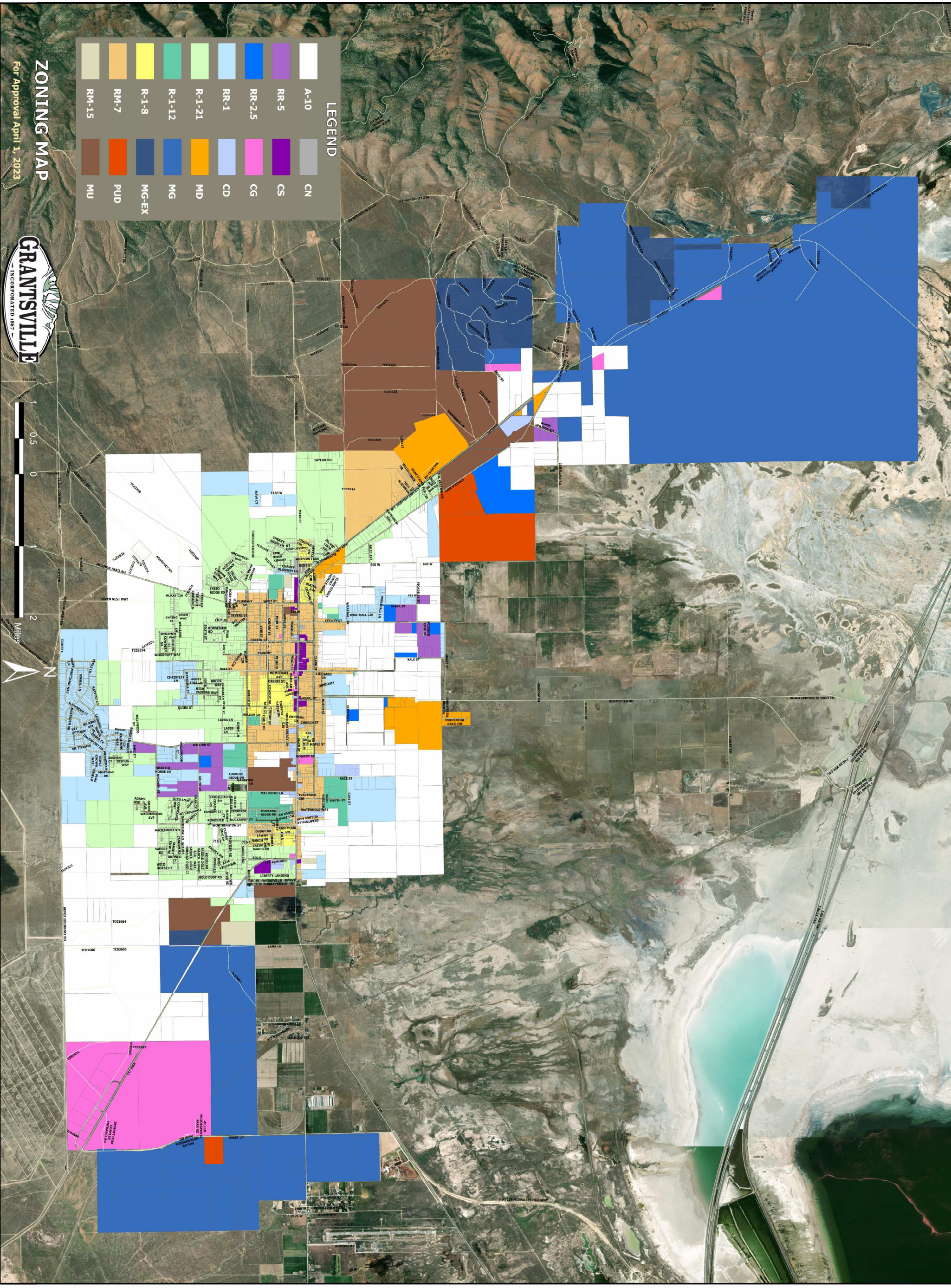
ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY,
THIS 17th DAY OF MAY, 2023.

BY ORDER OF THE
GRANTSVILLE CITY COUNCIL

By Mayor Neil Critchlow

ATTEST

Braydee Baugh, City Recorder



LEGEND

	A-10		CN
	RR-5		CS
	RR-2.5		CG
	RR-1		CD
	R-1-21		MD
	R-1-12		MG
	R-1-8		MG-EX
	RM-7		PUD
	RM-15		MU

ZONING MAP

For Approval April 1, 2023





MEMORANDUM

DATE: April 14, 2023
TO: Braydee Baugh, City Recorder
FROM: Cavett Eaton, Planning & Zoning Administrator
RE: **ZONING ITEMS UP FOR CONSIDERATION AT COUNCIL MEETING TO BE HELD XXXXX, 2023**

City Council Agenda Items #: Consideration of Resolution 2023-__ approval of the Proposal to Amend the Grantsville City Land Use Management and Development Code by adopting updated Zoning Maps

The Planning Commission recommended approval this item on April 13, 2023:

Shay Stark explained that following the recommendations from the commission he removed any code description and only the zoning code designation on the map. Commission had made this recommendation during the discussion of the Zoning Maps in the November 17, 2022 meeting. It was discussed that it is prudent not to have abridged descriptions on the Zoning maps to eliminate the possibility of confusion.

Commission Chair Jaime Topham revisited another item from the Nov. 17, 2022 discussion concerning cleaning up the zoning for long lot along North street that have different zoning on the front of the lot from that which is on the back of the lot. After she discussed this with Attorney Coombs it was decided to drop the idea to make these lots have the small zoning over the entire lots as this would require a copious amount time and manhours.

Commission member Rick Barchers what to know what the code definition for the MU (Mixed Use) zoning actually says in the code.

Commission Chair Jaime Topham request that they have a work meeting to better define the MU zone. Planning Commission Work Meeting Set for April 25 6:00 PM

Commission Chair Jaime Topham made a motion to move this item to an action item. Commission member Rick Barchers seconded the motion. All voted in favor. Motion carried unanimously.

Commission Chair Jaime Topham made a motion to recommend approval of the Proposal to Amend the Grantsville City Land Use Management and Development Code by adopting updated Zoning Maps. Commission Member Kevin Hall seconded the motion. All voted in favor and the motion carried unanimously.

- End of Memorandum-

Agenda Item 8

Consideration of Resolution 2023-27
approving of entering into an Interlocal
Agreement with Tooele County Law
Enforcement entities



TOOELE COUNTY MAJOR CRIMES TASK FORCE

Revised April 11, 2023

INTERLOCAL AGREEMENT

This agreement by and among the undersigned parties creates an Interlocal Law Enforcement Tooele County Major Crimes Task Force.

This agreement is made and executed by and among the following undersigned creating public agencies: Tooele County, Tooele City, Grantsville City, and certain Law Enforcement/Public agencies of the State of Utah.

RATIONALE FOR ESTABLISHING THE TASK FORCE

WHEREAS, Section 11-13-1, et. seq., Utah Code Ann. 1953, as amended, commonly known as the Interlocal Co-operation Act, authorizes public agencies to enter joint agreements for the promotion of police protection; and

WHEREAS, all of the parties hereto are public agencies as defined by the interlocal Co-operation Act; and

WHEREAS, all parties hereto have experienced within their jurisdictions a growing problem of production, manufacture, trade, and use of illegal controlled substances; and

WHEREAS, the effective investigation and prosecution of controlled substance offenses requires specialized personnel, able to investigate on a regional basis and in a cooperative arrangement;

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Interlocal Co-operation Act, as follows:

I. NATURE OF AGREEMENT

This agreement does not establish a separate legal entity but merely describes joint and co-operative undertaking and the relationship and the respective rights, duties, and obligations of the contracting parties.

II. MISSION STATEMENT

The Tooele County Major Crimes Task Force mission is working cohesively with partner agencies to investigate violent felony crimes and drug trafficking within our community. Tooele County Major Crimes provides criminal investigation services and support to the many communities located within Tooele County, State of Utah. Task Force Officers are responsible for conducting professional criminal investigations and intelligence gathering into allegations of controlled substance violations and criminal gang activity.

Task Force Officers handle each criminal case with professionalism and dedication, and work hard to create and maintain good working relationships with all groups, communities, and individuals to accomplish their goals.

III. BOARD OF DIRECTORS

The co-operative undertaking contemplated by this Agreement shall be administered by a Board of Directors.

The Board of Directors shall be vested with voting authority to govern and regulate the Task Force and/or Governing Board of the Task Force.

The governing bodies of the public agencies, which are party to this Agreement, hereby appoint as the Board of Directors:

1. The Tooele County Attorney or his designee;
2. The Tooele County Sheriff or his designee;
3. The Chief of the Tooele City Police Department or his designee;
4. The Chief of the Grantsville City Police Department or his designee;

Each member of the Board of Directors shall serve at the pleasure of the governing/incorporated body of the creating public agency, which he represents.

Any designee of the Board members named above shall be named in writing in a letter submitted to the Board Chairman. Designees may be removed at will by the appointing public agency and replacements thereto shall also be named in writing in a letter submitted to the Board Chairman. Each public agency party to this Agreement shall be represented on the Board of Directors only by the officers named above or by such officer's named designee and by no other. If a designee has been named, said designee shall be the only authorized representative of the creating public agency he represents until the designation is revoked in writing and either the officer resumes his position on the Board or the officer names another designee.

Each member of the Board of Directors shall have one vote. A majority of the Board of Directors present at a given meeting shall constitute a quorum. No meeting may be convened with fewer than three board members present. The Board of Directors may take any action permitted by this Agreement by majority vote of those members present at any meeting where there is a quorum. In the event of a tie vote, the County Attorney shall abstain from voting after giving a legal opinion and recommendation to the rest of the Board of Directors.

The Board of Directors shall schedule regular meetings at least once in each month of each fiscal year. Special meetings may be called at any time upon three days' notice by the Chairman or Vice Chairman of the Board of Directors. Any Board member may request a special meeting from the Chairman or Vice Chairman of the Board of Directors. A quorum of the Board of Directors may waive the three-day notice requirement retroactively at any meeting.

At its first meeting, and annually thereafter, the Board of Directors shall elect one of its members as chairman, one of its members as vice chairman, and one of its members as secretary. The officers thus elected shall serve until their successors have been elected or until they no longer possess the qualifications to serve on the Board, whichever occurs first. Each shall be selected on a yearly basis on a majority vote in secret ballot unless secret ballot is waived by a majority vote of the Board members. The officers are eligible for re-election. The Chairman and the Task Force Commander cannot be from the same agency. The duties of the officers shall be assigned by the Board of Directors.

The duties of the Board of Directors shall be to:

1. Review the activities of the Task Force generally.
2. Establish financial audits as deemed necessary but ensure that at least one audit per year be performed, and an additional audit may be performed upon the completion of any unit commander's term.
3. Review and approve an annual report of the preceding year's activities to the Executive/Legislative bodies.
4. Conduct program evaluations as needed.
5. Review federal and state grant money as may be available.
6. Recommend and establish the appointment of staff as needed.
7. Establish fiscal, budgeting, procurement, audit, and operating policies as needed.
8. Recommend appropriate training.
9. Regulate and provide directives to the Task Force Command Committee.
10. Assist such other duties as determined/recommended by the Task Force Command Committee.
11. Create policy and procedures to direct the everyday activities for the Task Force, Task Force Command Committee, and Board of Directors.
12. Select a Task Force Commander.
13. Select two assistant Task Force Commanders.
14. Approve bills or funds disbursed from the Trust Account.
15. Approve previous Board meeting minutes.

IV. TASK FORCE COMMAND COMMITTEE

There is hereby created a Task Force Command Committee made up of the Task Force Commander and two Assistant Task Force Commanders or their respective designees, each of whom shall have one vote and must belong to the Task Force. The Task Force Command Committee Chairman cannot be from the same agency as the Board of Directors Chairman, nor can any of the three Task Force Command Committee members belong to the same agency.

The Task Force Command Committee Chairman shall serve as the Task Force Commander. The Chairman of the Task Force Command Committee shall preside at Task Force Command Committee meetings and shall be empowered to act for the Task Force

Command Committee under circumstances that preclude the calling of a Task Force Command Committee meeting, subject to ratification by the Task Force Command Committee thereafter.

The Task Force Command Committee shall hold regular meetings at least once in each calendar week and may meet more often as required. Any member of the Task Force Command Committee or the Task Force Commander may call a meeting of the Task Force Command Committee upon one day's notice. The one-day notices may be waived retroactively by a quorum of the Task Force Command Committee members. The Task Force Command Committee may take any appropriate action by a majority vote of the members.

The duties of the Task Force Command Committee shall be to:

1. Review and oversee the activities of the Task Force operations.
2. Conduct financial audits as directed by the Board of Directors, and ensure that at least one audit per year be performed in accordance with applicable state or federal regulations (may also require an additional audit be performed upon the completion of any Task Force Commander's term).
3. Issue an annual report of the preceding year's activities to the participants.
4. Conduct program evaluations.
5. Seek federal and state grant money as may be available.
6. Provide for the appointment of staff as needed.
7. Recommend fiscal, budget and procurement, audit and operating policies as needed. All disbursements of funds must be approved by majority vote. If applicable, all checks must be signed by two Task Force Command Committee Members.
8. Conduct training as appropriate.
9. Coordinate and monitor the cases to ensure proper timing of investigation, and make decisions concerning case continuance, referrals, confidential informants, refocusing, and closure.
10. Provide monthly reports to the Board of Directors.
11. Conduct such other duties as determined by the Board of Directors.

V. TASK FORCE COMMANDER

The Task Force shall be headed by a Commander, which is the chairman of Task Force Command Committee. The Task Force shall primarily investigate violent felony crimes and crimes that are related to controlled substances and gangs. The Task Force has a duty to notify the affected jurisdictions of all crimes discovered in the course of investigation and any Task Force activity occurring within the jurisdiction, provided such notification might be delayed, if, in the discretion of the Board of Directors Chairman, or Vice Chairman if conflicts in the Chair exist, notification may hinder a current Task Force investigation.

The Task Force Commander shall:

1. Be a peace officer selected from participant's agency to serve as the daily administrator.
2. Oversee directing daily Task Force activities subject to the approval of the Task Force Command Committee.
3. Be responsible for the administrative activity of the Task Force including maintaining financial records and reporting as required by the Task Force Command Committee.

4. Prepare and recommend Task Force operating policy for the approval of the Task Force Command Committee and Board of Directors.
5. Perform such other duties as required by the Board of Directors.
6. Meet weekly and provide activity reports to the Chairman of the Board of Directors or as often as required by the Chairman.
7. Assign cases to agents/officers for investigation, which should be approved by the Task Force Command Committee.

VI. SCOPE OF JURISDICTION

All of the creating public agencies acknowledge the territorial jurisdiction of the Task Force to be that of Tooele County. The signatories hereto expressly consent to the investigations conducted by the Task Force within their respective jurisdiction boundaries, provided that Task Force investigators not of the jurisdiction in which an investigation is conducted shall not be considered agents of such jurisdiction nor shall such jurisdiction assume any liability for the actions of the Task Force except as provided in part IX.

All controlled substances and gang leads and investigations should be referred to the Task Force. The Task Force may decline any case for cause. All controlled substances and gang investigations should have a participant from the appropriate jurisdiction if at all possible.

VII. TASK FORCE FUNDING

Funding for the operation of the Task Force for the initial fiscal year beginning July 1, 2022 shall be through a grant funded by the Utah Commission on Criminal and Juvenile Justice, and a cash match made by the Tooele Multi-Agencies Drug Task Force participating agencies as outlined below. Personnel contributions by the public agencies party to this agreement shall be as follows: (1) Tooele County Attorney's Office has assigned an attorney; (2) Tooele City Police Department has assigned an investigative officer, and a supervisor; (3) Tooele County Sheriff's Office has assigned an investigative officer, and a supervisor; (4) Grantsville City Police Department has assigned an investigative officer, and a supervisor. All dues and/or matching grant funds shall be: (1) Tooele County Sheriff's Department 33.3%; (2) Tooele City Police Department 33.3%; (3) Grantsville City Police Department 33.3%.

The Board of Directors shall establish a Trust Account under one of the participant's municipal corporate structures, for the purpose of accumulating monies from forfeitures, matching grant funds, and/or appropriate dues. The Trust Account shall be funded to the sum and amount deemed appropriate by the Board of Directors. The appropriate legislative body of each jurisdiction must approve all their individual dues and/or matching grant funds.

Beginning in 2021 and annually thereafter by the 1st of April of each year, the Task Force Command Committee shall prepare a proposed budget and assessment schedule for the following fiscal year beginning every July 1st, for City participants, and January 1st, for County participants. Said proposed budget and assessment schedule shall be approved or modified by the Board of Directors. The participating law enforcement departments of each creating public agency shall include the assessment in their budget requests and shall be responsible for the collection and remission to the Task Force of the amounts assessed. Assessments shall be paid within 30 days of the beginning of the fiscal year unless other arrangements are made with the approval of the Board of Directors.

Notwithstanding the inability of any creating public agency to fully participate financially or with manpower, partial participation by any creating public agency will entitle that public agency to participate at a reduced level. Any limitation will be determined by a majority vote of the Board of Directors. Nothing in the agreement is intended to bind any future governing body of any creating public agency to any level of financial participation during any future fiscal year for which such governing body may consider participation.

Each public agency contributing equipment and personnel to the Task Force shall absorb all costs associated with such personnel including salaries, benefits, and other obligations; provided, however, the salaries of officers hired as a result of the establishment of the task force may be used to match federal funds. Task Force seizures and subsequent forfeitures or grants, which are set aside for overtime payments by the Board of Directors, may be used for that purpose. If no, or insufficient, funds are available from the above-referenced sources for overtime costs, each public agency shall also absorb overtime costs for personnel contributed to the Task Force, pursuant to their respective department policies. Similarly, all costs of purchase and maintenance of equipment contributed for use by the Task Force shall be borne by the contributing public agency.

The Task Force Command Committee shall prepare policies governing the fiscal, budget, procurement, and audit procedures to be followed by the Task Force. Such policies shall conform to applicable state and federal requirements. Such proposed policies shall be approved or modified by the Board of Directors.

In preparing the proposed budget and assessment schedule for fiscal year 2021 and each successive year thereafter, the Task Force Commander shall take into account past seizures, forfeitures and grants and should project future seizures, forfeitures, and grants if applicable.

VIII. TASK FORCE AND PARTICIPATING MEMBER LIABILITY AND INDEMNIFICATION

Each public agency shall functionally supervise the personnel who are assigned to the Task Force. Each public agency party hereto agrees to indemnify and hold each other participant public agencies harmless from any and all claims for property damage, bodily injury, or death arising out of the actions or non-actions of each party's personnel who function under this Agreement as directors, members, or agents of the Task Force.

IX. TASK FORCE DURATION AND DISSOLUTION

This agreement shall be in effect for an indefinite period of time not to exceed fifty (50) years, provided, however, that any creating public agency may withdraw at the end of a fiscal year upon thirty (30) day's written notice to the Board of Directors. Each participating public agency with personnel assigned to the Task Force shall have the right to self-declare an emergency situation and thereupon withdraw any or all of said personnel for up to fifteen (15) consecutive days. The withdrawing public agency shall notify the Task Force Command Committee prior to withdrawal, if possible, otherwise as soon as practical thereafter. Withdrawal of personnel for a period in excess of fifteen (15) consecutive days may be allowed by withdrawing public agency upon a majority vote of the Task Force Command Committee. However, withdrawal of personnel for a period in excess of thirty (30) consecutive days will not be allowed without approval of the entire Board of Directors.

The Board of Directors may terminate this Agreement upon a majority vote of the total membership of the Board of Directors. Upon withdrawal of any participant agency, the withdrawing creating public participant agency shall retain that property which it allowed to be used by the Task Force and, at the end of the current fiscal year, shall receive a distribution from the then existing funds held by the Task Force, in proportion to the withdrawing agency's most recent annual assessment/dues or matching contribution. It should be noted the withdrawing participant agency might only obtain the amount of funds it contributed in the last fiscal year.

Upon termination of this Agreement, any property obtained in common shall be divided or sold at the discretion of the Board of Directors and the proceeds divided among the creating public agencies party to this Agreement at the time of termination proportionately to the most recent annual assessment contribution. Upon termination of this entire Agreement, all total available funds shall be distributed among the agencies then party hereto at the time of termination proportionately according to the most recent annual assessment. Any period of time stated in this Agreement shall be computed from the original signed date of the respective corporations. Other jurisdictions not an original party to this Agreement may join with the approval of the Board of Directors. The Task Force Command Committee may offer investigative services to any jurisdiction regardless of membership status or provide such assistance, as it deems appropriate.

X. TASK FORCE OPERATIONAL POLICIES AND PROCEDURES

All creating public agencies and their law enforcement departments agree that personnel contributed to the Task Force shall follow their own department's policy and procedure and also the Task Force operational policy and procedures. However, in case of conflict with their own policies and procedures, the Task Force Command Committee shall obtain a variance from the agencies' chief administrators.

The Task Force shall have no authority to discipline a peace/law enforcement officer except that the Task Force Command Committee may suspend an officer from the Task Force and make recommendations regarding removal of such officer to the Board of Directors and the department contributing such officer. When an officer is removed, the department contributing such officer shall contribute another officer/representative to the Task Force within fifteen (15) days.

The Task Force Command Committee shall prepare Policies and Procedures for approval by the Board of Directors. Said Policies and Procedures shall govern the operations of the Task Force as set forth herein. The Task Force Commander and Assistant Commanders shall effectuate the recommendations of the Board of Directors with respect to Policies and Procedures.

The following special policies shall, in addition to the foregoing terms and conditions, be in effect and followed as well, to wit:

- A. Press releases will be made only by the Board of Directors designee, using the guidelines established by the Board of Directors.
- B. Informants will be utilized only to the extent that their assistance is necessary to accomplish Task Force goals. Informants will be handled in accordance with

established procedures consistent with policies established by the U.S. Department of Justice ("Managing Confidential Informant Funds") in all federal/state grants. The case agent should maintain control of an informant; and all contacts with the informant should be made by the case agent or his designee unless changed by the Task Force Command Committee. The Department of Corrections Professional Standards Bureau must first approve all Department of Corrections confidential informants under the supervision of Adult Probation & Parole.

- C. The Chief Law Enforcement Administrator of the appropriate jurisdiction must approve all forcible entry search warrants into private domain. Each agency may use its own entry team or Tooele County Metro S.W.A.T. Team which decision is solely the discretion of the Chief Law Enforcement Administrator of the local jurisdiction.
- D. Evidence collected from a crime scene should be stored at one evidence room if at all possible and the primary agency will be determined by the Board of Directors.
- E. If funds are lost out of the Task Force budget, the Task Force will be the sole beneficiary for restitution. If any investigative funds that are lost from an investigation that came solely from a single participant agency's budget shall be the beneficiary of restitution ordered by the court upon sentencing.
- F. All employees of the Tooele County Multi-Agency Major Crimes Task Force except as the Board of Directors may otherwise allow, shall be category one peace/law enforcement officers.
- G. Any other policies and procedures may be adopted by the majority vote of the Board of Directors.
- H. The Board of Directors shall approve the bug channel to be assigned to only the investigation personnel.
- I. All controlled substances leads and drug investigations should only be discussed and worked by the Task Force investigators. All other officers/patrolman and administrators should remain out of the investigations if at all possible.
- J. Any previous drug cases prior to the signing of this agreement may be finished by the original department without involving the Task Force, however all new cases should be referred.

XI. LEAD PUBLIC AGENCY

The public agencies parties to this Agreement stipulate and agree that neither the Board of Directors, the Task Force Command Committee, nor the Task Force created hereunder are, or shall be, a legal and independent public entity. As a result, the parties further stipulate and agree that from time-to-time situations may arise pursuant to the accomplishment of goals and policies established by the Task Force, Task Force Command Committee, or Board of Directors under this Agreement, which will require entry into agreements with other individuals, business entities, or agencies. If there is a financial aspect, then each legislative body shall ratify the same. Thereafter, all parties hereto shall be individually and severally liable for performance under such other agreements, provided the proposed other agreements have been approved by the Board of Directors thereof authorized by a resolution thereof.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto with resolution of their governing bodies as required by law and join and give effect to this agreement:

XII. LEAD PUBLIC AGENCY

Tooele City:

By: _____
Debbie Winn
Tooele City Mayor

Date: _____

ATTEST:

Michelle Pitt
Tooele City Recorder

Date: _____

Roger Baker
Tooele City Attorney

Date: _____

Adrian Day
Tooele City Chief of Police

Date: _____

XII. LEAD PUBLIC AGENCY (continued)

Grantsville City:

By: _____
Neil A. Critchlow
Grantsville City Mayor

Date: _____

ATTEST:

Braydee Baugh
Grantsville City Recorder

Date: _____

Brett Coombs
Grantsville City Attorney

Date: _____

Robert Sager
Grantsville City Chief of Police

Date: _____

XII. LEAD PUBLIC AGENCY (continued)

Tooele County:

By: _____ Date: _____
Andy Welch
County Manager

ATTEST:

_____ Date: _____
Tracy Shaw
Tooele County Clerk

_____ Date: _____
Scott Broadhead
Tooele County Attorney

_____ Date: _____
Paul J. Wimmer
Tooele County Sheriff

Agenda Item 9

Approval of the Water Banking and Transfer Agreement for Grantsville Investors I, LLC; Grantsville Investors II, LLC; And Grantsville Investors III, LLC

WATER RIGHT TRANSFER AND BANKING AGREEMENT

This Water Right Transfer and Banking Agreement (“**Agreement**”) is entered into as of the 17th day of May, 2023 (“**Effective Date**”), by and between GRANTSVILLE INVESTORS I, LLC; GRANTSVILLE INVESTORS II, LLC; and GRANTSVILLE INVESTORS III, LLC (collectively, “**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. 15-5517 (“**Water Right**”), which permits Owner to divert 49.64 acre-feet of water from a well for the sole supply irrigation of 12.41 acres; and

WHEREAS Owner, Owner’s predecessor-in-interest, and City jointly filed Permanent Change Application a49832 (“**Change Application**”), which permits the diversion of 49.64 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 **49.64 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

Jesse Wilson, City Manager

Attest _____
Braydee Baugh, City Recorder

STATE OF UTAH)
:SS
COUNTY OF _____)

On the ____ day of May, 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

GRANTSVILLE INVESTORS I, LLC

Skyler Bruce Bailey, Manager

STATE OF UTAH)
:SS
COUNTY OF _____)

On the ____ day of May, 2023, Skyler Bruce Bailey personally appeared before me and duly acknowledged that he, acting as Manager of GRANTSVILLE INVESTORS I, LLC, executed the foregoing Water Right Transfer and Banking Agreement for the purposes stated therein.

NOTARY PUBLIC

GRANTSVILLE INVESTORS II, LLC

Taylor R. Carlson, Manager

STATE OF _____)
:ss
COUNTY OF _____)

On the ____ day of May, 2023, Taylor R. Carlson personally appeared before me and duly acknowledged that he, acting as Manager of GRANTSVILLE INVESTORS II, LLC, executed the foregoing Water Right Transfer and Banking Agreement for the purposes stated therein.

NOTARY PUBLIC

GRANTSVILLE INVESTORS III, LLC

Bradley W. Penwell, Manager

STATE OF _____)
:ss
COUNTY OF _____)

On the ____ day of May, 2023, Bradley W. Penwell personally appeared before me and duly acknowledged that he, acting as Manager of GRANTSVILLE INVESTORS III, LLC, executed the foregoing Water Right Transfer and Banking Agreement for the purposes stated therein.

NOTARY PUBLIC

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 GRANTSVILLE INVESTORS I, LLC; GRANTSVILLE INVESTORS II, LLC; and GRANTSVILLE INVESTORS III, LLC, dated May 17, 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 10

Discussion with Veterans Memorial
Committee regarding location of
Veterans Memorial

Agenda Item 11

Discussion regarding Grantsville City
Justice Court

Agenda Item 12

Council Reports

Agenda Item 13

Closed Session

Agenda Item 14

Adjourn