
PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, June 5, 2024 at the hour of 7:00 p.m. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website www.utah.gov, the Tooele City Website www.tooelecitey.gov, and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Michelle Pitt, City Recorder at (435)843-2111 or michellep@tooelecitey.gov.

*We encourage you to join the City Council meeting electronically by visiting the **Tooele City YouTube Channel**, at <https://www.youtube.com/@tooelecitey> or by going to YouTube.com and searching "Tooele City Channel". If you are attending electronically and would like to submit a comment for the public comment period or for a public hearing item, please email cmpubliccomment@tooelecitey.gov anytime up until the start of the meeting. Emails will be read at the designated points in the meeting.*

AGENDA

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Public Comment Period**
4. **Resolution 2024-47** A Resolution of the Tooele City Council Consenting Mayor Winn's Appointment of Chennelle Roth and Malcolm Walden to the Library Board of Directors
Presented by Chase Randall, Library Director
5. **Library Annual Report**
Presented by Chase Randall, Library Director
6. **Public Hearing and Motion on Ordinance 2024-18** An Ordinance of Tooele City Reassigning the Land Use Designation for Approximately 16.7 Acres of Property Located at Approximately 55 West 3100 North from Medium Density Residential (MDR) to High Density Residential (HDR)
Presented by Andrew Aagard, Community Development Director
7. **Public Hearing and Motion on Ordinance 2024-19** An Ordinance of Tooele City Reassigning the Zoning for Approximately 16.7 Acres of Property Located at Approximately 55 West 3100 North from GC General Commercial to MR-20 Multi-Family Residential
Presented by Andrew Aagard, Community Development Director
8. **State Funded Grant Previously Funded by VOCA (Victims of Crime Act)**
Presented by Velynn Matson, City Court Victim Advocate
9. **Ordinance 2024-16** An Ordinance of Tooele City Amending Tooele City Code Section 6-3-3 Regarding Service Animal Licensing Fees
Presented by Adrian Day, Police Chief
10. **Ordinance 2024-17** An Ordinance of Tooele City Enacting Tooele City Code Section 10-2-8 Regarding Obstruction of Streets and Sidewalks
Presented by Adrian Day, Police Chief

11. **Resolution 2024-31** A Resolution of the Tooele City Council Renaming Tooele City's Downtown Alliance to Tooele City Historic Main Street Commission
Presented by John Perez, Economic Development Director
12. **Resolution 2024-44** A Resolution of the Tooele City Council Authorizing Payment of a Fee in Lieu of Water Rights Conveyance for U-Haul Moving and Storage
Presented by John Perez, Economic Development Director
13. **Resolution 2024-45** A Resolution of the Tooele City Council Accepting for Further Consideration the Annexation Petition of Howard Schmidt
Presented by Andrew Aagard, Community Development Director
14. **Condominium Plat Approval Request for Douglas Orthopedics Located at 2321 North 400 East in the GC General Commercial Zone on 2.2 Acres**
Presented by Andrew Aagard, Community Development Director
15. **Resolution 2024-46** A Resolution of the Tooele City Council Approving and Ratifying an Agreement with J-U-B Engineers for Public Improvement Inspections
Presented by Jamie Grandpre, Public Works Director
16. **Resolution 2024-50** A Resolution of the Tooele City Council Approving an Agreement with Broken Arrow, Inc., for the 1000 North 100 East Intersection and Roadway Improvements
Presented by Jamie Grandpre, Public Works Director
17. **Resolution 2024-49** A Resolution of the Tooele City Council Approving an Agreement with SFT Concrete LLC for the 2024 Tooele Valley Museum Sidewalk Project
Presented by Darwin Cook, Parks and Recreation Director
18. **Resolution 2024-48** A Resolution of the Tooele City Council Declaring Surplus Certain Technology-Related Equipment and Authorizing the City Purchasing Agent to Dispose of Surplus Personal Property
Presented by Michelle Pitt, City Recorder
19. **Invoices & Purchase Orders**
Presented by Michelle Pitt, City Recorder
20. **Minutes**
 - ~May 15, 2024 Work Meeting
 - ~May 15, 2024 Business Meeting
21. **Adjourn**

Michelle Y. Pitt, Tooele City Recorder

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations should notify Michelle Y. Pitt, Tooele City Recorder, at 435-843-2111 or michellep@tooelecit.gov, prior to the meeting.

TOOELE CITY CORPORATION

RESOLUTION 2024-47

A RESOLUTION OF THE TOOELE CITY COUNCIL CONSENTING MAYOR WINN'S APPOINTMENT OF CHENNELLE ROTH AND MALCOLM WALDEN TO THE LIBRARY BOARD OF DIRECTORS.

WHEREAS, the Tooele City Council created the Library Board of Directors by Ordinance 1989-13, and thereby ordained, among other things, that board members would serve three-year terms, that members cannot serve more than two full terms in succession, that the terms are to be staggered such that two expire one, three expire the next and three expire the third year; and,

WHEREAS, the City Council's consent is required to the Mayor's appointments to the Board members pursuant to Tooele City Code Section 2-1-3; and,

WHEREAS, the Mayor, with the support of the Library Director, wishes to appoint Chennelle Roth and Malcolm Walden to the Library Board of Directors; and,

WHEREAS, they will begin their new full terms as shown in the table below; and,

WHEREAS, the City Council finds it to be in the best interest of Tooele City to consent to the appointments:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that consent is hereby given to Mayor Debra E. Winn's appointment of Chennelle Roth and Malcolm Walden to the Library Board of Directors to serve three-year terms, as follows:

Board Members	Original Appointment	Original Expiration	Present Appointment	Present Term Expiration
Malcolm Walden	06-30-2024	06-30-2027	06-30-2024	06-30-2027
Melody Barnett	5-18-2022	06-30-2024	05-18-2022	06-30-2024
Berna Sloan	04-06-2022	06-30-2025	04-06-2022	06-30-2025
Kristalle Ford	04-06-2022	06-30-2025	04-06-2022	06-30-2025
Chennelle Roth	06-30-2024	06-30-2027	06-30-2024	06-30-2027
Eric Niven	10-18-2023	06-30-2026	10-18-2023	06-30-2026
Crystal Larmore	10-18-2023	06-30-2026	10-18-2023	06-30-2026
Julie Brough	10-18-2023	06-30-2026	10-18-2023	06-30-2026
Melodi Gochis (City Council)	01-01-2024			

The appointee is authorized to exercise the powers specifically delegated to members of the library board by the Tooele City Council, as declared in the Tooele City Code.

This resolution shall be effective on the date of passage.

Passed this ____ day of _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR of TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Pitt, City Recorder

APPROVED AS TO FORM:

Roger Evans Baker, City Attorney

TOOELE CITY CORPORATION

ORDINANCE 2024-18

AN ORDINANCE OF TOOELE CITY REASSIGNING THE LAND USE DESIGNATION FOR APPROXIMATELY 16.7 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 55 WEST 3100 NORTH FROM MEDIUM DENSITY RESIDENTIAL (MDR) TO HIGH DENSITY RESIDENTIAL (HDR).

WHEREAS, Utah Code §10-9a-401, *et seq.*, requires and provides for the adoption of a “comprehensive, long-range plan” (hereinafter the “General Plan”) by each Utah city and town, which General Plan contemplates and provides direction for (a) “present and future needs of the community” and (b) “growth and development of all or any part of the land within the municipality”; and,

WHEREAS, the Tooele City General Plan includes various elements, including water, sewer, transportation, and land use. The Tooele City Council adopted the Land Use Element of the Tooele City General Plan, after duly-noticed public hearings, by Ordinance 2020-47, on December 16, 2020, by a vote of 5-0; and,

WHEREAS, the Land Use Element (hereinafter the “Land Use Plan”) of the General Plan establishes Tooele City’s general land use policies, which have been adopted by Ordinance 2020-47 as a Tooele City ordinance, and which set forth appropriate Use Designations for land in Tooele City (e.g., residential, commercial, industrial, open space); and,

WHEREAS, the Land Use Plan reflects the findings of Tooele City’s elected officials regarding the appropriate range, placement, and configuration of land uses within the City, which findings are based in part upon the recommendations of land use and planning professionals, Planning Commission recommendations, public comment, and other relevant considerations; and,

WHEREAS, Utah Code §10-9a-501, *et seq.*, provides for the enactment of “land use [i.e., zoning] ordinances and a zoning map” that constitute a portion of the City’s regulations (hereinafter “Zoning”) for land use and development, establishing order and standards under which land may be developed in Tooele City; and,

WHEREAS, a fundamental purpose of the Land Use Plan is to guide and inform the recommendations of the Planning Commission and the decisions of the City Council about the Zoning designations assigned to land within the City (e.g., R1-10 residential, neighborhood commercial (NC), light industrial (LI)); and,

WHEREAS, the City received an Amendment Petition for Land Use Map amendment for 16.7 acres of property located at 55 West and 3100 North on March 14, 2024, requesting that the Subject Property be reassigned from the MDR Land Use designation to the HDR Land Use designation (see Amendment Petition and map attached as Exhibit A, and Staff Report attached as Exhibit B); and,

WHEREAS, the Subject Properties are owned by Perry Homes, Incorporated, and are currently designated as Medium Density Residential in the Land Use Element of the General Plan; and,

WHEREAS, the Medium Density Residential land use designation includes the R1-7 Residential, the R1-8 Residential and the R1-10 Residential zoning districts; and,

WHEREAS, the High Density Residential land use designation includes the MR-8, MR-12, MR-16 and MR-20 Multi-Family Residential Zoning districts; and,

WHEREAS, the MR Multi-Family Residential zones permit exclusively three or more attached residential units such as townhomes, condominiums and apartments and in order to facilitate the construction of moderate income housing as required by the State of Utah this property must first have its land use designation changed to HDR; and,

WHEREAS, on May 22, 2024, the Planning Commission convened a duly noticed public hearing, accepted written and verbal comment, and voted to forward its recommendation to the City Council (see Planning Commission minutes attached as Exhibit C); and,

WHEREAS, on June 5, 2024, the City Council convened a duly-noticed public hearing:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that:

1. this Ordinance and the Land Use Map amendment proposed therein is in the best interest of the City in that it will create additional opportunities to change the zoning to a higher density zone and thus permitting the construction of multiple housing options suitable to various life situations; and,
2. provide the city with the opportunity to rezone properties for moderate income housing as required by Utah State law, and,
3. the Land Use map is hereby amended reassigning the Land Use designation of High Density Residential for approximately 16.7 acres located at approximately 55 West 3100 North, according to the map attached as Exhibit A and staff report attached as Exhibit B.

This Ordinance is necessary for the immediate preservation of the peace, health, safety, or welfare of Tooele City and shall become effective immediately upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this ____ day of _____, 20__.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Pitt, City Recorder

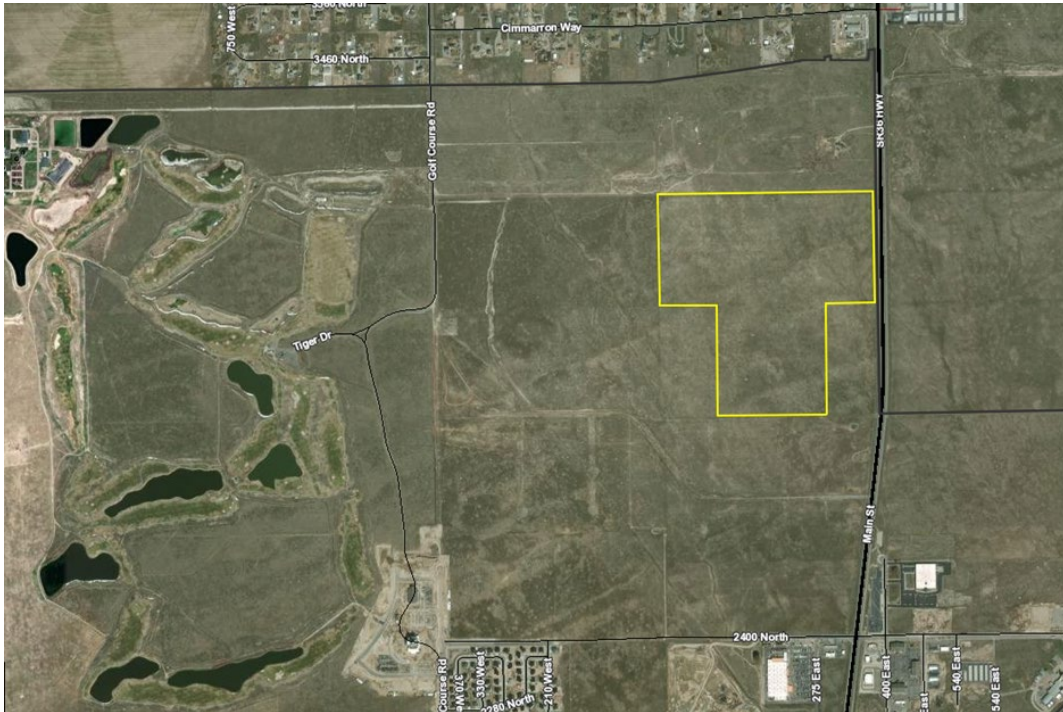
S E A L

Approved as to Form: _____
Roger Baker, Tooele City Attorney

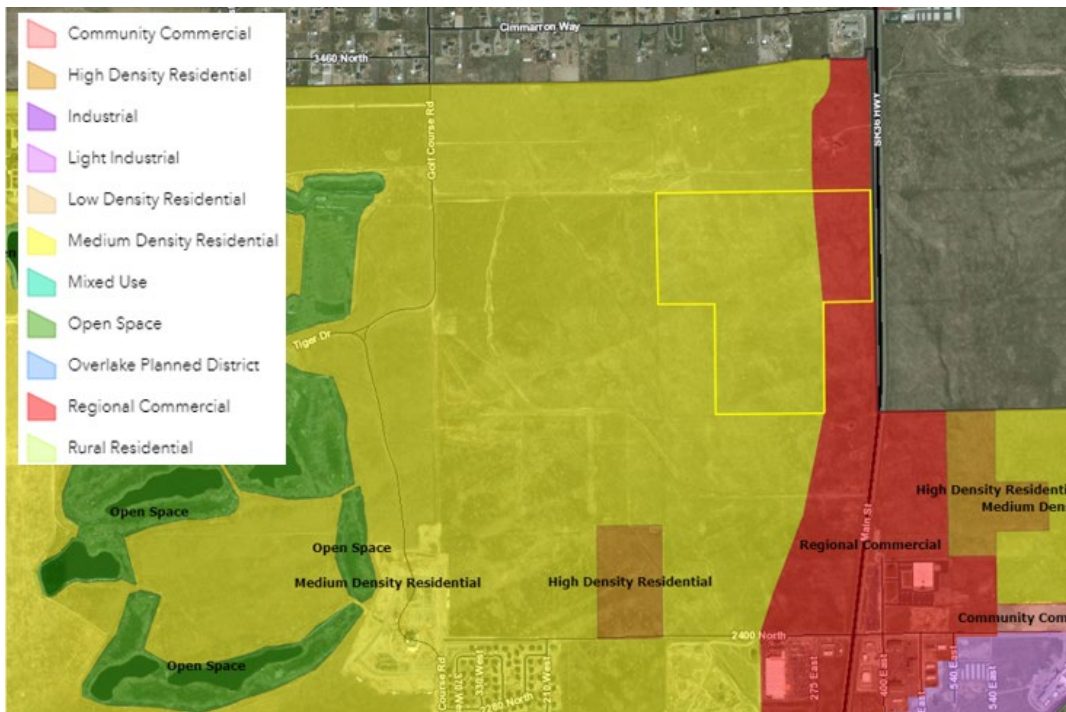
Exhibit A

Petition and Mapping Pertinent to Land Use Map Amendment

EXHIBIT A: AERIAL AND LAND USE MAP SEGMENTS



Subject Property, Aerial



Subject Property, Land Use Map

EXHIBIT B: DEVELOPMENT LOTS, PROPOSED RIGHTS OF WAY

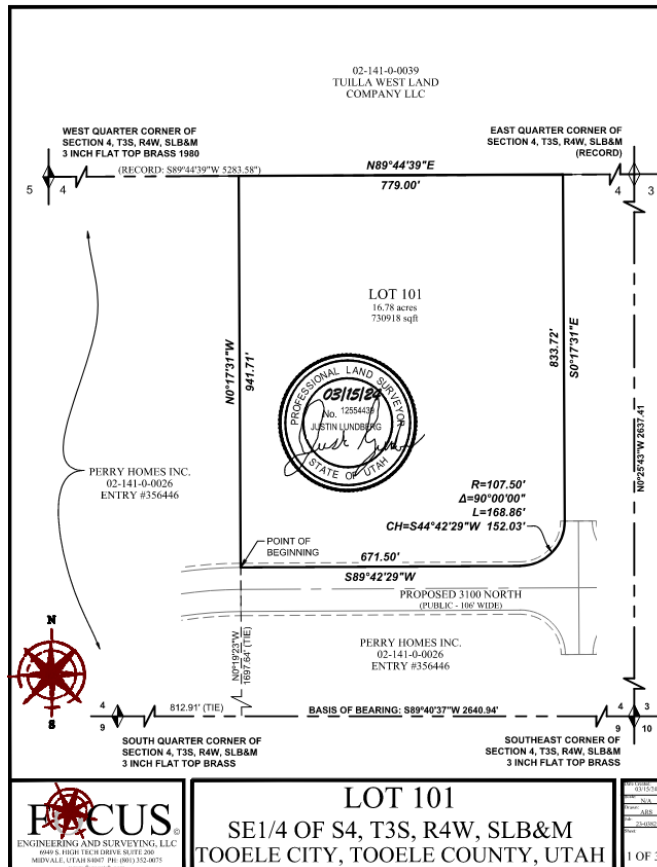
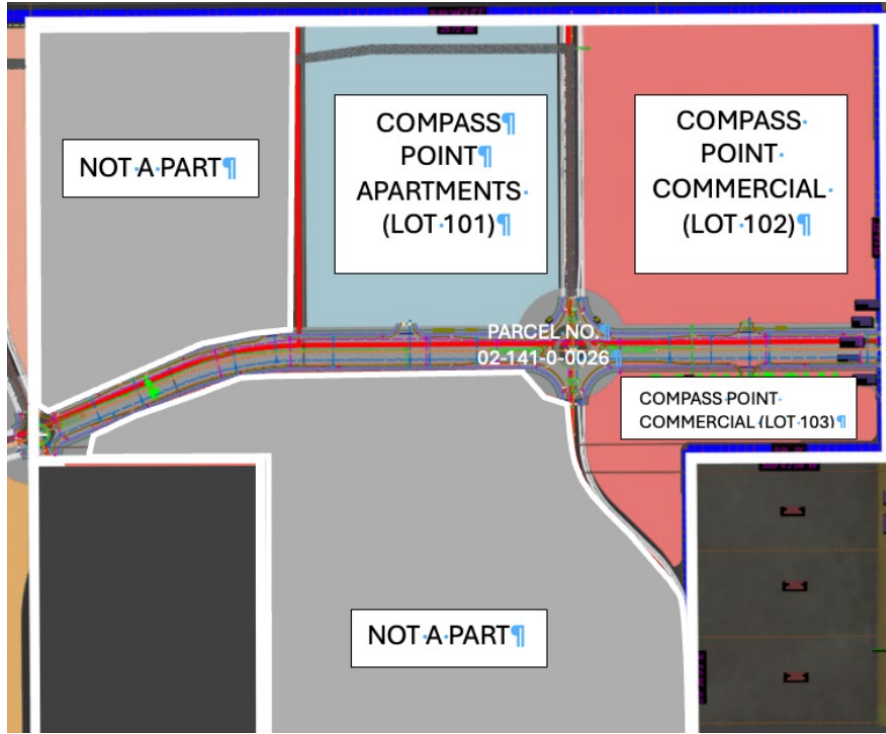


Exhibit B

Staff Report

STAFF REPORT

May 17, 2024

To: Tooele City Planning Commission
Business Date: May 22, 2024

From: Planning Division
Community Development Department

Prepared By: Jared Hall, City Planner / Zoning Administrator

Re: Perry Homes Inc. – Land Use Map Amendment Request

Application No.: 2024-012
 Applicant: Perry Homes Inc.
 Project Location: Approximately 55 W. and 3100 North
 LU Designation: Medium Density Residential
 Current Zoning: GC, General Commercial
 Acreage: 16.78-acres
 Request: Land Use Map Amendment to High Density Residential

BACKGROUND

Perry Homes is making application to amend both the Land Use Map and Zoning Map designations for a portion of a 119-acre parcel (see attachments, parcel #02-141-0-0026) in the vicinity of 55 West and a proposed new public right-of-way at 3100 North. The requested amendments, along with the proposed new right-of-way are intended to facilitate new development in this larger area that Perry Homes is in the process of re-conceptualizing as “Compass Point.” Compass Point will mix housing types and densities, and will include commercial development as well. The current application is to amend the Land Use Designation of one of three parcels (proposed Lot 101 in the attachments) adjacent to the proposed 3100 North right-of-way in order to support a multi-family housing project. The other two parcels will be developed commercially, and are already appropriately zoned for those plans.

ANALYSIS

General Plan Considerations. Land Use Map designations are intended in part to help inform and guide decisions related to the zoning of properties. Different land use designations support some zoning types over others. The current Land Use Map designation of the subject property is Medium Density Residential. The current zoning of the subject property is not residential, but GC, General Commercial. Perry Homes has also applied to amend the Zoning Map from GC to MR-20 for the subject property. In order to support the proposed MR-20 zoning, the Land Use designation would need to be changed from “Medium” to “High” Density Residential. See the table below.

Preferred Zoning Districts, by Land Use Designation			
Medium Density Residential, 0.6 – 3.5 dwelling units per acre	R1-10	R1-8	R1-7
High Density Residential, 8-20 dwelling units per acre	MR-8	MR-16	MR-20

Properties abutting Main Street (SR-36) in this area have been assigned the Regional Commercial designation on the Land Use Map, and most of the properties west of that designation are assigned Medium Density Residential. A map highlighting the subject property and depicting the designations is attached to this report as “Exhibit A”.

Goals & Objectives. The Land Use Map is a part of the Land Use Element of the General Plan. The Land Use Element includes general goals and objectives as well as several more goals that are more specific to the requested High Density category itself. In reviewing the Land Use Element, staff suggests that the following goals and objectives should be considered as they relate to the current proposal.

- From the High Density Residential Land Use Category: *“Developments in these areas should be situated in close proximity to recreation facilities, services, schools, transit opportunities, commercial centers, and employment centers...”*

“These areas should provide a buffer to single-family neighborhoods and be integrated between those and surrounding nonresidential uses.”

The planned commercial development along Main Street will be better implemented with a mix of densities, and the higher density housing should be located most closely to it, and to the main transit corridors (Main Street, and planned 3100 North in this area.) The proposed change would support these statements linked to the requested High Density Residential designation.

- From the General Land Use Goals and Objectives, Goal #4: *“Maintain a balance of land uses that support a high quality of life, a diverse economic base, and a rich mixture of housing and leisure opportunities.”*

The proposed change is in support of a high density component of what will be the larger, mixed use Compass Point development in this area. This change can be viewed as supporting this goal.

Zoning. The subject property is currently zoned GC, General Commercial. The requested change to the land use designation is intended to support a change in zoning from GC to RM-20, Multi-Family.

Criteria for Approval. The criteria for review and potential approval of a Land Use Map Amendment request is found in Section 7-1A-3 of the Tooele City Code. This section depicts the standard of review for such requests as:

- (1) In considering a proposed amendment to the Tooele City General Plan, the applicant shall identify, and the City Staff, Planning Commission, and City Council may consider, the following factors, among others:
 - (a) The effect of the proposed amendment on the character of the surrounding area;
 - (b) Consistency with the General Plan Land Use Map and the goals and policies of the General Plan and its separate elements;
 - (c) Consistency and compatibility with the existing uses of adjacent and nearby properties;
 - (d) Consistency and compatibility with the possible future uses of adjoining and nearby properties as identified by the General Plan;
 - (e) The suitability of the properties for the uses requested vis-à-vis the suitability of the properties for the uses identified by the General Plan; and
 - (f) The overall community benefit of the proposed amendment.

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the Land Use Map Amendment submission and has issued the following comments:

1. The proposed change to the Land Use Designation supports the larger Compass Point development plan, which will manage compatibility and complimentary land uses throughout the area.
2. The proposed change will allow a higher density project to support planned commercial development along Main Street.
3. The proposed change can also support a more diverse range of housing for the larger area, and places that density within close proximity to the area's major transportation route, SR-36 and the services along that route.
4. The proposed change has the potential to help the City fulfill Moderate Income Housing requirements of the State.

Engineering Review. The Tooele City Engineering Division did not issue comment regarding the proposed Land Use Map Amendment.

Public Works Review. The Tooele City Public Works Division did not issue comment regarding the proposed Land Use Map Amendment.

Noticing. Notice of the public hearing has been publicly posted and properly issued to area property owners in the manner outlined in the City and State Codes.

ATTACHMENTS

In addition to the application itself, the following attachments have been included for your review and reference:

Exhibit A, Mapping: Aerial and Land Use Maps identifying the larger parcel.

Exhibit B, Proposed Lots 101, 102, and 103: The 16.78 acres which make up the subject property are identified as a future development parcel, Lot 101. Lot 101 is a part of the applicant's intent to subdivide more of this acreage into development lots together with the dedication of proposed rights-of-way. Although no changes are requested for the other two development lots (which are both commercial), it is helpful to view Lot 101 in context, understanding how it fits in with the planned development. Exhibit B also includes a surveyed parcel depiction of Lot 101.

Exhibit C, Compass Point Apartments – Concept Plan: The applicants have requested that the concept plan for the proposed development of the Lot 101, the subject property, be provided for reference. A rendered view of the concept plan is also included.

STAFF RECOMMENDATION

Staff recommends the Planning Commission carefully weigh this request for a Land Use Map Amendment according to the appropriate tenets of the Utah State Code and the Tooele City Code, particularly Section 7-1A-7(1) and render a decision in the best interest of the community with any

conditions deemed appropriate and based on specific findings to address the necessary criteria for making such decisions.

Potential topics for findings that the Commission should consider in rendering a decision:

1. The effect of the proposed application on the character of the surrounding area.
2. The degree to which the proposed application is consistent with the intent, goals, and objectives of any applicable master plan.
3. The degree to which the proposed application is consistent with the intent, goals, and objectives of the Tooele City General Plan.
4. The degree to which the proposed application is consistent with the requirements and provisions of the Tooele City Code.
5. The suitability of the properties for the uses proposed.
6. The degree to which the proposed application will or will not be deleterious to the health, safety, and general welfare of the general public or the residents of adjacent properties.
7. The degree to which the proposed application conforms to the general aesthetic and physical development of the area.
8. Whether a change in the uses allowed for the affected properties will unduly affect the uses or proposed uses for adjoining and nearby properties.
9. The overall community benefit of the proposed amendment.
10. Whether or not public services in the area are adequate to support the subject development.
11. Other findings the Commission deems appropriate to base their decision upon for the proposed application.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for application number 2024-012: the request by Perry Homes Inc. to amend the Land Use Map designation of the 16.78-acre portion of the property located at approximately 55 West and 3100 North from Medium Density Residential to High Density Residential based on the following findings and conditions:”

1. List findings and any conditions...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for application number 2024-012: the request by Perry Homes Inc. to amend the Land Use Map designation of the 16.78-acre portion of the property located at approximately 55 West and 3100 North from Medium Density Residential to High Density Residential based on the following findings:”

1. List findings...

Land Use Map Amendment Application

Community Development Department
 90 North Main Street, Tooele, UT 84074
 (435) 843-2132 Fax (435) 843-2139
www.tooelecity.gov



Notice: The applicant must submit copies of the map amendment proposal to be reviewed by the City in accordance with the terms of the Tooele City Code. Once plans for a map amendment proposal are submitted, the plans are subject to compliance reviews by the various city departments and may be returned to the applicant for revision if the plans are found to be inconsistent with the requirements of the City Code and all other applicable City ordinances. All submitted map amendment proposals shall be reviewed in accordance with the Tooele City Code. Submission of a map amendment proposal in no way guarantees placement of the application on any particular agenda of any City reviewing body. It is **strongly** advised that all applications be submitted well in advance of any anticipated deadlines.

Project Information							
Date of Submission:	03/14/24	Current Land Use Designation:	MDR	Proposed Land Use Designation:	HDR	Parcel #(s):	Portion of #02-141-0-0026
Project Name:	Compass Point Apartments and Commercial				Acres:	16.8, 19.6, 7.3	
Project Address:	55 West 3100 North Tooele, UT 84047						
Brief Project Summary:	High density residential apartment complex located at the north west corner of the proposed intersection of 50 West and 3100 North. Regional commercial developments located at the north east, and south east corners of the proposed intersection of 50 West and 3100 North						
Property Owner(s): Perry Homes Inc.			Applicant(s): Perry Homes Inc.				
Address: 17 E Winchester St #200			Address: 17 E Winchester St #200				
City: Murray	State: Utah	Zip: 84107	City: Murray	State: Utah	Zip: 84107		
Phone: (801)-264-8800			Phone: (801)-264-8800				
Contact Person: Matthew Swain			Address: 17 E Winchester St #200				
Phone: (801)-264-8800			City: Murray	State: Utah	Zip: 84107		
Cellular:	Fax:		Email: mswain@perrycommercial.net				

*The application you are submitting will become a public record pursuant to the provisions of the Utah State Government Records Access and Management Act (GRAMA). You are asked to furnish the information on this form for the purpose of identification and to expedite the processing of your request. This information will be used only so far as necessary for completing the transaction. If you decide not to supply the requested information, you should be aware that your application may take a longer time or may be impossible to complete. If you are an "at-risk government employee" as defined in *Utah Code Ann. § 63-2-302.5*, please inform the city employee accepting this information. Tooele City does not currently share your private, controlled or protected information with any other person or government entity.

Note to Applicant:

Land Use Map designations are made by ordinance. Any change Land Use Map designation is an amendment the ordinance establishing that map for which the procedures are established by city and state law. Since the procedures must be followed precisely, the time for amending the map may vary from as little as 2½ months to 6 months or more depending on the size and complexity of the application and the timing.

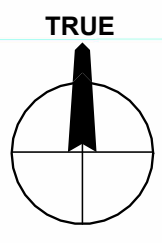
For Office Use Only			
Received By:	Date Received:	Fees:	App. #:

**EXHIBIT C: COMPASS POINT APARTMENTS
CONCEPT PLAN AND RENDERED VIEW**



COMPASS POINT CONCEPTUAL SITE PLAN

SCALE: 1" = 40' - 0"



SITE LEGEND:

- ASPHALT SURFACE
- CONCRETE WALKWAYS / POOL DECK
- LANDSCAPE - XERISCAPE
- LANDSCAPE - GRASS
- WATER
- GARAGE PARKING STALLS
- CARPORT PARKING STALLS
- OPEN PARKING STALLS
- TYPE 'A' APARTMENTS (24-PLEX)
- TYPE 'B' APARTMENTS (36-PLEX)
- CLUBHOUSE

SITE SUMMARY: (BUILDINGS)

SITE AREA = 731,853 SF (16.8 ACRES)
 (10) BUILDINGS OF 24-PLEX = 240 UNITS
 (2) BUILDINGS OF 36-PLEX = 72 UNITS
TOTAL UNITS = 312

SITE SUMMARY: (PARKING REQUIREMENTS)

MULTI-FAMILY; (2) SPACES PER DWELLING UNITS
 VISITORS; (1) SPACE PER (4) DWELLING UNITS
 624 STALLS REQ'D FOR RESIDENTS
78 STALL REQ'D FOR VISITORS
 702 STALLS TOTAL
 8% NATURAL ADJUSTMENT REDUCTION
 (FROM RESIDENT STALLS) = 49.92 STALLS
 THUS, (49) STALLS CAN BE ELIMINATED
 624 - 49 = 575 STALLS REQ'D FOR RESIDENTS
575 + 78 = 653 STALLS REQ'D FOR PROJECT

SITE SUMMARY: (PARKING PROVIDED)

GARAGE STALLS = 246
 CARPORT = 300
 OPEN SURFACE STALLS = 112
TOTAL STALLS = 658

SITE SUMMARY: (OPEN SPACE / LANDSCAPE)

ASPHALT AREA = 224,861 SF
 LANDSCAPE (LAWN) = 73,894 SF
 XERISCAPE (GRAVEL) = 224,861 SF
 CONCRETE SIDEWALKS = 55,359 SF
 CONCRETE CURBS = 1,140 SF
 24-PLEX FOOTPRINT = 90,230 SF
 36-PLEX FOOTPRINT = 27,462 SF
 GARAGE FOOTPRINT = 68,629 SF
 CLUBHOUSE FOOTPRINT = 5,325 SF
 POOL DECK = 9,778 SF
 SWIMMING POOL / SPA = 3,463 SF
TOTAL AREA = 731,853 SF



Exhibit C

Planning Commission Minutes

TOOELE CITY CORPORATION

ORDINANCE 2024-19

AN ORDINANCE OF TOOELE CITY REASSIGNING THE ZONING FOR APPROXIMATELY 16.7 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 55 WEST 3100 NORTH FROM GC GENERAL COMMERCIAL TO MR-20 MULTI-FAMILY RESIDENTIAL.

WHEREAS, Utah Code §10-9a-401, *et seq.*, requires and provides for the adoption of a “comprehensive, long-range plan” (hereinafter the “General Plan”) by each Utah city and town, which General Plan contemplates and provides direction for (a) “present and future needs of the community” and (b) “growth and development of all or any part of the land within the municipality”; and,

WHEREAS, the Tooele City General Plan includes various elements, including water, sewer, transportation, and land use. The Tooele City Council adopted the Land Use Element of the Tooele City General Plan, after duly-noticed public hearings, by Ordinance 2020-47, on December 16, 2020, by a vote of 5-0; and,

WHEREAS, the Land Use Element (hereinafter the “Land Use Plan”) of the General Plan establishes Tooele City’s general land use policies, which have been adopted by Ordinance 2020-47 as a Tooele City ordinance, and which set forth appropriate Use Designations for land in Tooele City (e.g., residential, commercial, industrial, open space); and,

WHEREAS, the Land Use Plan reflects the findings of Tooele City’s elected officials regarding the appropriate range, placement, and configuration of land uses within the City, which findings are based in part upon the recommendations of land use and planning professionals, Planning Commission recommendations, public comment, and other relevant considerations; and,

WHEREAS, Utah Code §10-9a-501, *et seq.*, provides for the enactment of “land use [i.e., zoning] ordinances and a zoning map” that constitute a portion of the City’s regulations (hereinafter “Zoning”) for land use and development, establishing order and standards under which land may be developed in Tooele City; and,

WHEREAS, a fundamental purpose of the Land Use Plan is to guide and inform the recommendations of the Planning Commission and the decisions of the City Council about the Zoning designations assigned to land within the City (e.g., R1-10 residential, neighborhood commercial (NC), light industrial (LI)); and,

WHEREAS, the City received an Amendment Petition for Zoning Map amendment for 16.7 acres of property located at 55 West and 3100 North on March 14, 2024, requesting that the Subject Property be changed from the GC General Commercial zone to the MR-20 Multi-family Residential zone (see Amendment Petition and map attached as Exhibit A, and Staff Report attached as Exhibit B); and,

WHEREAS, the Subject Properties are owned by Perry Homes, Incorporated, and were recently re-assigned the High Density Residential land use designation in the Land Use Element of the General Plan; and,

WHEREAS, the High Density Residential land use designation includes the MR-8, MR-12, MR-16 and MR-20 Multi-Family Residential Zoning districts; and,

WHEREAS, the MR-20 Multi-family Residential zoning district permits the construction of townhomes, apartment buildings and condominiums and other forms of higher density housing; and,

WHEREAS, the MR-20 Multi-family Residential zoning district permits the construction of up to 20 residential units per acre; and,

WHEREAS, the MR Multi-Family Residential zones permit exclusively three or more attached residential units such as townhomes, condominiums and apartments and in order to facilitate the construction of moderate income housing as required by the State of Utah this property must first have its land use designation changed to HDR; and,

WHEREAS, Tooele City's Moderate Income Housing Plan (MIHP) identifies strategies the City must use to encourage the construction of moderate income housing including the rezoning of property to zones that permit the construction of moderate income housing and the rezoning of property to zones that permit the construction of moderate income housing near a major transportation corridor or system (SR-36) and by rezoning this property to an MR zone will be executing 2 of those state mandated strategies; and,

WHEREAS, on May 22, 2024, the Planning Commission convened a duly noticed public hearing, accepted written and verbal comment, and voted to forward its recommendation to the City Council (see Planning Commission minutes attached as Exhibit C); and,

WHEREAS, on June 5, 2024, the City Council convened a duly-noticed public hearing:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOEELE CITY COUNCIL that:

1. this Ordinance and the Zoning Map amendment proposed therein is in the best interest of the City in that it will create additional opportunities to facilitate the construction of a wider range of housing opportunities for those in varying stations of life; and,
2. provide the city with the opportunity to utilize two of the mandated strategies as identified in the City's Moderate Income Housing Plan as required by Utah State law, and,
3. the Zoning Map is hereby amended reassigning the zoning of for approximately 16.7 acres located at approximately 55 West 3100 North to MR-20 Multi-family Residential, according to the map attached as Exhibit A and staff report attached as Exhibit B.

This Ordinance is necessary for the immediate preservation of the peace, health, safety, or welfare of Tooele City and shall become effective immediately upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this ____ day of _____, 20__.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Pitt, City Recorder

S E A L

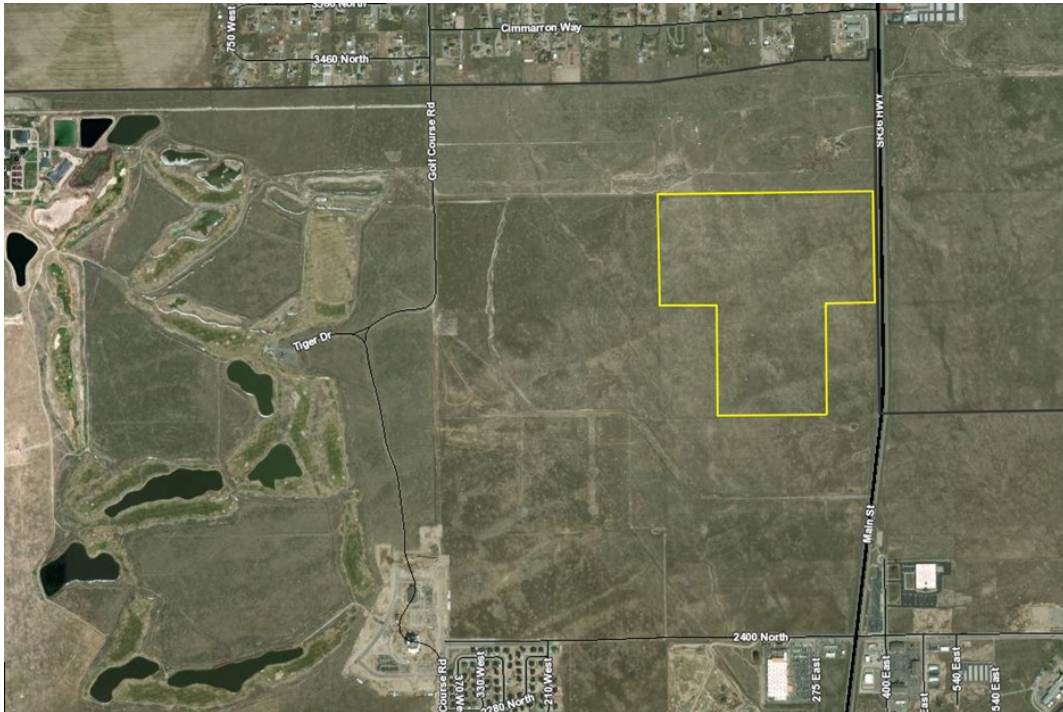
Approved as to Form:

Roger Baker, Tooele City Attorney

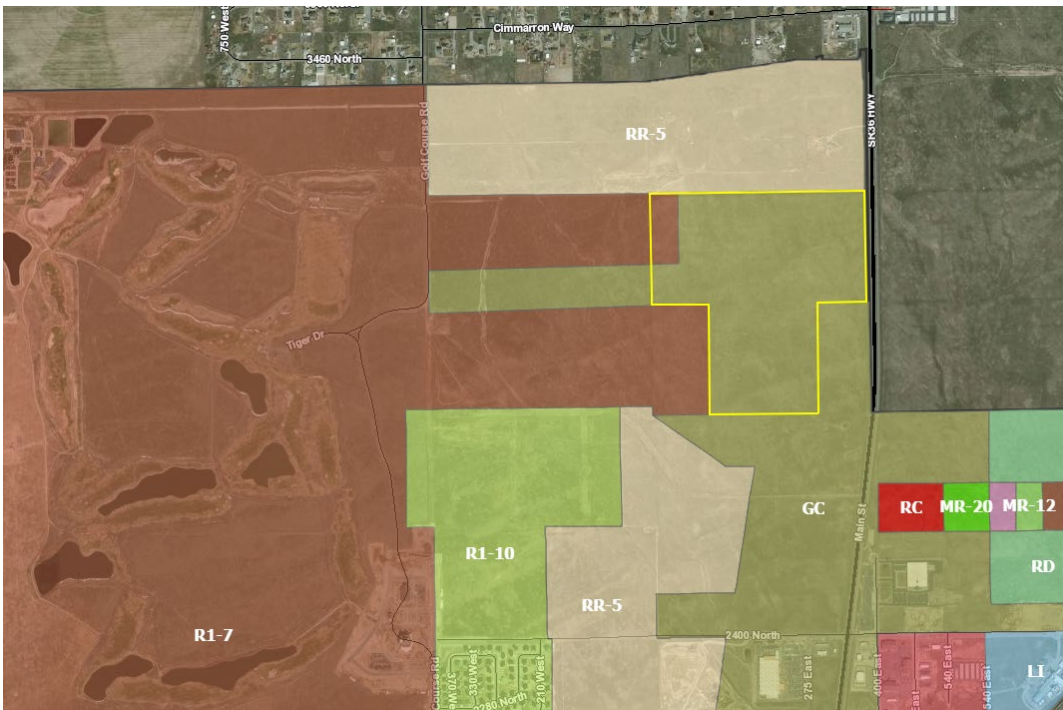
Exhibit A

Petition and Mapping Pertinent to Zoning Map Amendment

EXHIBIT A: AERIAL AND ZONING MAP SEGMENTS



Subject Property, Aerial



Subject Property, Zoning Map

EXHIBIT B: DEVELOPMENT LOTS, PROPOSED RIGHTS OF WAY

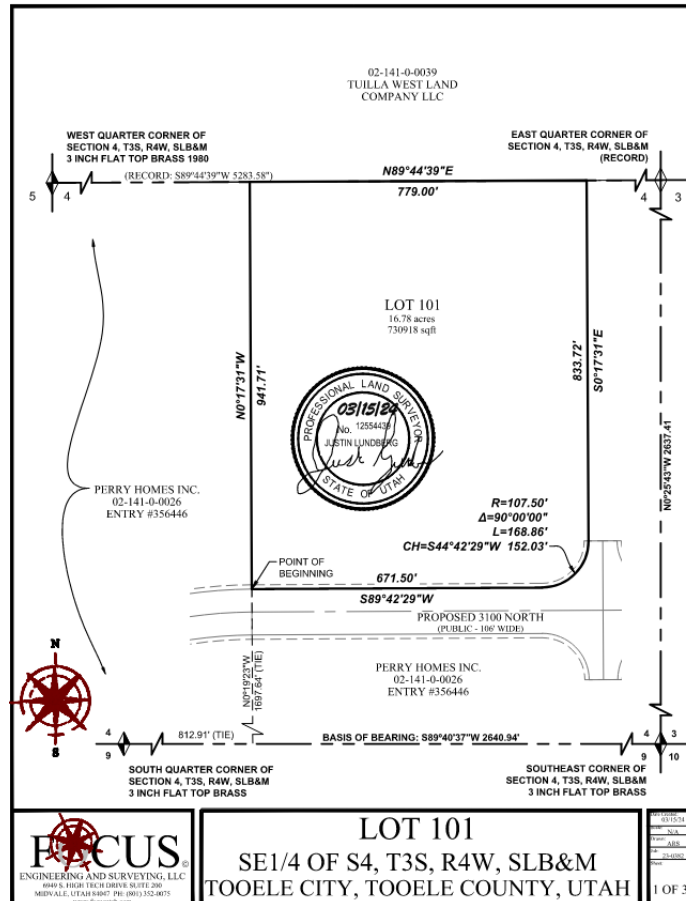
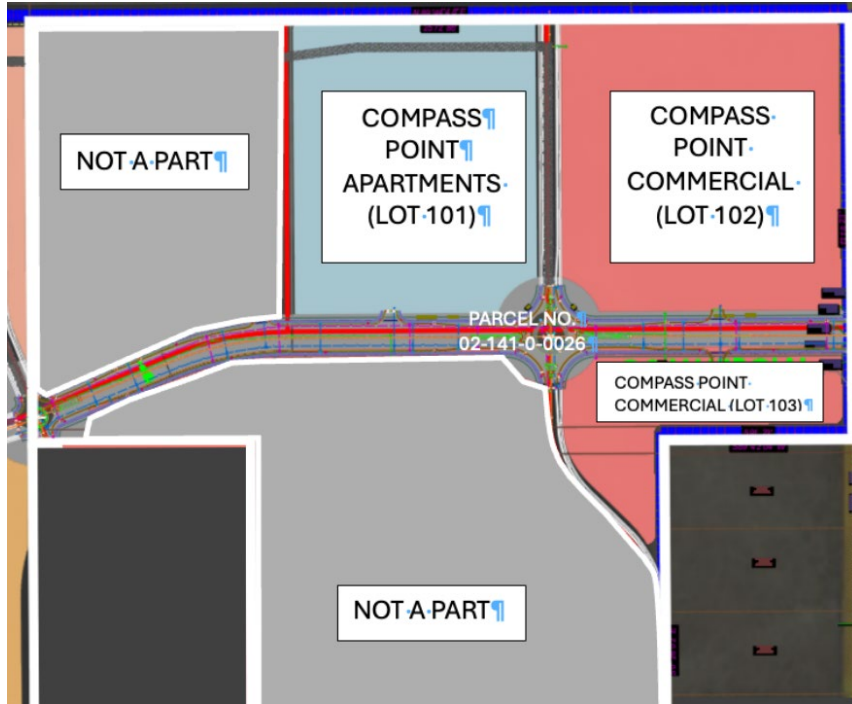


Exhibit B

Staff Report

STAFF REPORT

May 17, 2024

To: Tooele City Planning Commission
Business Date: May 22, 2024

From: Planning Division
Community Development Department

Prepared By: Jared Hall, City Planner / Zoning Administrator

Re: Perry Homes Inc. – Zoning Map Amendment Request

Application No.: 2024-013
Applicant: Perry Homes Inc.
Project Location: approximately 55 West 3100 North
Zoning: GC, General Commercial
Acreage: 16.78-acres
Request: Zoning Map amendment from GC, General Commercial to MR-20, Multi-Family Residential

BACKGROUND

Perry Homes is making application to amend both the Land Use Map and Zoning Map designations for a portion of a 119-acre parcel (see attachments, parcel #02-141-0-0026) in the vicinity of 55 West and a proposed new public right-of-way at 3100 North. The requested amendments, along with the proposed new right-of-way are intended to facilitate new development in this larger area that Perry Homes is in the process of re-conceptualizing as “Compass Point.” Compass Point will mix housing types and densities, and will include commercial development as well. The current application is to amend the Zoning Map designation of one of three parcels (proposed Lot 101 in the attachments) adjacent to the proposed 3100 North right-of-way in order to support a multi-family housing project. The other two parcels will be developed commercially, and are already appropriately zoned for those plans.

ANALYSIS

General Plan Considerations. Although the subject property is zoned GC, General Commercial, the current Land Use Map designation of the property is Medium Density Residential. Perry Homes is also requesting to amend the Land Use Map designation of the property to High Density Residential, which would then support their proposed zoning of MR-20. Segments of the aerial and zoning maps are attached to this report as “Exhibit A”.

Current Zoning. The property has been assigned the GC, General Commercial zoning designation. The majority of the acreage in this vicinity is also assigned the GC zoning district, but only the acreage abutting SR-36 is assigned a supporting Land Use designation from the General Plan. Most properties in the surrounding area are vacant at this time.

Proposed Zoning. The applicant proposes designating the property MR-20, Multi-Family Residential. The MR-20 zoning district allows multi-family development up to 20 dwelling units per acre as permitted uses. The current GC zoning does not allow residential development. As stated previously, the applicant intends to develop the 16.78-acre proposed Lot 101 as the Compass Point apartments, supporting two

commercial developments on proposed Lots 102 and 103. A concept plan for the proposed apartments has been attached to this report at the applicant's request. Allowing the change of zoning on the subject property from commercial to residential will not preclude significant commercial development in the surrounding area, particularly with frontage along SR-36 and abutting proposed new arterials such as 3100 North. It is important to note that the application under consideration is only for a Zoning Map Amendment; development will require detailed subdivision and site plan submittals, reviews and approvals. The concept that has been provided is not under consideration at this time.

Criteria for Approval. The criteria for review and potential approval of a Zoning Map Amendment request is found in Section 7-1A-7 of the Tooele City Code. This section depicts the standard of review for such requests as:

- (1) No amendment to the Zoning Ordinance or Zoning Districts Map may be recommended by the Planning Commission or approved by the City Council unless such amendment or conditions thereto are consistent with the General Plan. In considering a Zoning Ordinance or Zoning Districts Map amendment, the applicant shall identify, and the City Staff, Planning Commission, and City Council may consider, the following factors, among others:
 - (a) The effect of the proposed amendment on the character of the surrounding area.
 - (b) Consistency with the goals and policies of the General Plan and the General Plan Land Use Map.
 - (c) Consistency and compatibility with the General Plan Land Use Map for adjoining and nearby properties.
 - (d) The suitability of the properties for the uses proposed vis-à-vis the suitability of the properties for the uses identified by the General Plan.
 - (e) Whether a change in the uses allowed for the affected properties will unduly affect the uses or proposed uses for adjoining and nearby properties.
 - (f) The overall community benefit of the proposed amendment.

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the Zoning Map Amendment submission and has issued the following comments:

1. The Land Use designation of the subject property is currently Medium Density Residential, which is not a commercial designation.
2. The subject property is intended to be a part of a larger development which will mix housing types and densities, and will include commercial components.
3. The majority of properties in the area are currently vacant.
4. The proposed zoning designation would allow development of the property at densities that will support desired commercial development of adjacent properties.

Engineering Review. The Tooele City Engineering Division did not issue comment regarding the proposed Zoning Map Amendment.

Public Works Review. The Tooele City Public Works Department did not issue comment regarding the proposed Zoning Map Amendment.

Noticing. Notice of the public hearing has been publicly posted and properly issued to area property owners in the manner outlined in the City and State Codes.

ATTACHMENTS

In addition to the application itself, the following attachments have been included for your review and reference:

Exhibit A, Mapping: Aerial and Zoning Map segments identifying the larger parcel.

Exhibit B, Proposed Lots 101, 102, and 103: The 16.78 acres which make up the subject property are identified as a future development parcel, Lot 101. Lot 101 is a part of the applicant's intent to subdivide more of this acreage into development lots together with the dedication of proposed rights-of-way. Although no changes are requested for the other two development lots (which are both commercial), it is helpful to view Lot 101 in context, understanding how it fits in with the planned development. Exhibit B also includes a surveyed parcel depiction of Lot 101.

Exhibit C, Compass Point Apartments – Concept Plan: The applicants have requested that the concept plan for the proposed development of Lot 101, the subject property, be provided as a reference. A rendered view of the concept plan is also included.

STAFF RECOMMENDATION

Staff recommends the Planning Commission carefully weigh this request for a Zoning Map Amendment according to the appropriate tenets of the Utah State Code and the Tooele City Code, particularly Section 7-1A-7(1) and render a decision in the best interest of the community with any conditions deemed appropriate and based on specific findings to address the necessary criteria for making such decisions.

Potential topics for findings that the Commission should consider in rendering a decision:

1. The effect of the proposed application on the character of the surrounding area.
2. The degree to which the proposed application is consistent with the intent, goals, and objectives of any applicable master plan.
3. The degree to which the proposed application is consistent with the intent, goals, and objectives of the Tooele City General Plan.
4. The degree to which the proposed application is consistent with the requirements and provisions of the Tooele City Code.
5. The suitability of the properties for the uses proposed.
6. The degree to which the proposed application will or will not be deleterious to the health, safety, and general welfare of the general public or the residents of adjacent properties.
7. The degree to which the proposed application conforms to the general aesthetic and physical development of the area.
8. Whether a change in the uses allowed for the affected properties will unduly affect the uses or proposed uses for adjoining and nearby properties.

9. The overall community benefit of the proposed amendment.
10. Whether or not public services in the area are adequate to support the subject development.
11. Other findings the Commission deems appropriate to base their decision upon for the proposed application.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for application number 2024-013: the request by Perry Homes Inc. to amend the Zoning Map designation of the 16.78-acre portion of the property at approximately 55 West 3100 North from GC, General Commercial to MR-20, Multi-Family Residential based on the following findings and conditions:”

1. List findings and any conditions...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for application number 2024-013: the request by Perry Homes Inc. to amend the Zoning Map designation of the 16.78-acre portion of the property at approximately 55 West 3100 North from GC, General Commercial to MR-20, Multi-Family Residential based on the following findings and conditions:”

1. List findings...

Zoning Map Amendment Application

Community Development Department
 90 North Main Street, Tooele, UT 84074
 (435) 843-2132 Fax (435) 843-2139
www.tooelecity.gov



Notice: The applicant must submit copies of the map amendment proposal to be reviewed by the City in accordance with the terms of the Tooele City Code. Once plans for a map amendment proposal are submitted, the plans are subject to compliance reviews by the various city departments and may be returned to the applicant for revision if the plans are found to be inconsistent with the requirements of the City Code and all other applicable City ordinances. All submitted map amendment proposals shall be reviewed in accordance with the Tooele City Code. Submission of a map amendment proposal in no way guarantees placement of the application on any particular agenda of any City reviewing body. It is **strongly** advised that all applications be submitted well in advance of any anticipated deadlines.

Project Information								
Date of Submission:	03/14/24	Current Zoning:	GC	Proposed Zoning:	MR-20	Parcel #(s):	Portion of #02-141-0-0026	
Project Name:	Compass Point Apartments and Commercial				Acres:	16.8, 19.6, 7.3		
Project Address:	55 West 3100 North Tooele, UT 84047							
Does the proposed Zoning Comply with the General Plan:	<input type="checkbox"/> YES		<input type="checkbox"/> NO					
Brief Project Summary:	High density residential apartment complex located at the north west corner of the proposed intersection of 50 West and 3100 North. Regional commercial developments located at the north east, and south east corners of the proposed intersection of 50 West and 3100 North							
Property Owner(s):	Perry Homes Inc.			Applicant(s):	Perry Homes Inc.			
Address:	17 E Winchester St #200			Address:	17 E Winchester St #200			
City:	Murray	State:	Utah	Zip:	84107	City:	Murray	
Phone:	(801)-264-8800			State:	Utah	Zip:	84107	
Phone:	(801)-264-8800			Phone:	(801)-264-8800			
Contact Person:	Matthew Swain			Address:	17 E Winchester St #200			
Phone:	(801)-264-8800			City:	Murray	State:	Utah	
				Zip:	84107			
Cellular:	Fax:		Email:		mswain@perrycommercial.net			

*The application you are submitting will become a public record pursuant to the provisions of the Utah State Government Records Access and Management Act (GRAMA). You are asked to furnish the information on this form for the purpose of identification and to expedite the processing of your request. This information will be used only so far as necessary for completing the transaction. If you decide not to supply the requested information, you should be aware that your application may take a longer time or may be impossible to complete. If you are an "at-risk government employee" as defined in *Utah Code Ann.* § 63-2-302.5, please inform the city employee accepting this information. Tooele City does not currently share your private, controlled or protected information with any other person or government entity.

Note to Applicant:

Zoning Map designations are made by ordinance. Any change of zoning designation is an amendment the ordinance establishing that map for which the procedures are established by city and state law. Since the procedures must be followed precisely, the time for amending the map may vary from as little as 2½ months to 6 months or more depending on the size and complexity of the application and the timing.

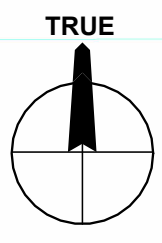
For Office Use Only			
Received By:	Date Received:	Fees:	App. #:

**EXHIBIT C: COMPASS POINT APARTMENTS
CONCEPT PLAN AND RENDERED VIEW**



COMPASS POINT CONCEPTUAL SITE PLAN

SCALE: 1" = 40' - 0"



SITE LEGEND:

- ASPHALT SURFACE
- CONCRETE WALKWAYS / POOL DECK
- LANDSCAPE - XERISCAPE
- LANDSCAPE - GRASS
- WATER
- GARAGE PARKING STALLS
- CARPORT PARKING STALLS
- OPEN PARKING STALLS
- TYPE 'A' APARTMENTS (24-PLEX)
- TYPE 'B' APARTMENTS (36-PLEX)
- CLUBHOUSE

SITE SUMMARY: (BUILDINGS)

SITE AREA = 731,853 SF (16.8 ACRES)
 (10) BUILDINGS OF 24-PLEX = 240 UNITS
 (2) BUILDINGS OF 36-PLEX = 72 UNITS
TOTAL UNITS = 312

SITE SUMMARY: (PARKING REQUIREMENTS)

MULTI-FAMILY; (2) SPACES PER DWELLING UNITS
 VISITORS; (1) SPACE PER (4) DWELLING UNITS
 624 STALLS REQ'D FOR RESIDENTS
78 STALL REQ'D FOR VISITORS
 702 STALLS TOTAL
 8% NATURAL ADJUSTMENT REDUCTION
 (FROM RESIDENT STALLS) = 49.92 STALLS
 THUS, (49) STALLS CAN BE ELIMINATED
 624 - 49 = 575 STALLS REQ'D FOR RESIDENTS
575 + 78 = 653 STALLS REQ'D FOR PROJECT

SITE SUMMARY: (PARKING PROVIDED)

GARAGE STALLS = 246
 CARPORT = 300
 OPEN SURFACE STALLS = 112
TOTAL STALLS = 658

SITE SUMMARY: (OPEN SPACE / LANDSCAPE)

ASPHALT AREA = 224,861 SF
 LANDSCAPE (LAWN) = 73,894 SF
 XERISCAPE (GRAVEL) = 224,861 SF
 CONCRETE SIDEWALKS = 55,359 SF
 CONCRETE CURBS = 1,140 SF
 24-PLEX FOOTPRINT = 90,230 SF
 36-PLEX FOOTPRINT = 27,462 SF
 GARAGE FOOTPRINT = 68,629 SF
 CLUBHOUSE FOOTPRINT = 5,325 SF
 POOL DECK = 9,778 SF
 SWIMMING POOL / SPA = 3,463 SF
TOTAL AREA = 731,853 SF



Exhibit C

Planning Commission Minutes

TOOELE CITY CORPORATION

ORDINANCE 2024-16

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE SECTION 6-3-3 REGARDING SERVICE ANIMAL LICENSING FEES.

WHEREAS, Utah Constitution, Article XI, Section 5 directly confers upon Utah’s charter cities, including Tooele City, “the authority to exercise all powers relating to municipal affairs, and to adopt and enforce within its limits, local police, sanitary and similar regulations not in conflict with the general law”; and,

WHEREAS, UCA Section 10-8-84 enables Tooele City to “pass all ordinances and rules, and make all regulations . . . as are necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city”; and,

WHEREAS, Tooele City Code Title 6 regulates animal control and shelter matters in Tooele City; and,

WHEREAS, TCC Section 6-3-3 requires service animals to be licensed but exempts them from licensing fees; and,

WHEREAS, service animals are defined and regulated by the U.S. Department of Justice and by the Americans with Disabilities Act – ADA (see DOJ materials attached as Exhibit A); and,

WHEREAS, the ADA allows municipalities to license service animals, including payment of a license fee, and to require vaccination of service animals (see Exhibit A); and,

WHEREAS, the City Administration recommends that a service animal deemed to be potentially dangerous under Chapter 6-5b should be subject to the regular animal licensing fee and should not enjoy the City’s license fee exemption, and further that Section 6-3-3 be amended:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Section 6-3-3 is hereby amended as shown below:

6-3-3. Licensing - exemptions.

(1) The licensing and fee provisions of Section 6-3-1 and 6-3-2 herein shall not apply to:

(a) individual dogs and cats within a properly licensed dog kennel, cattery, or other such establishment when such dogs or cats are held for resale.

(b) community cats that belong to a community cat colony as defined by Utah Code 11-46-302, as amended.

(2) The fee provisions of Sections 6-3-1 and 6-3-2 shall not apply to:

(a) Service animals, unless the animal has been found to be potentially dangerous under Chapter 6-5b or an equivalent due process procedure in another jurisdiction.

(b) Dogs especially trained and used to assist officers and other officials of government agencies in the performance of their official duties.

(3) Nothing in this Section shall be construed so as to exempt any dog or cat from having a current rabies vaccination.

This Ordinance is necessary for the immediate preservation of the peace, health, safety, and welfare of Tooele City and its residents and businesses and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this _____ day of _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form: _____
Roger Evans Baker, City Attorney

Exhibit A

U.S. Department of Justice information
regarding Service Animals



ADA.gov

U.S. Department of Justice
Civil Rights Division

Frequently Asked Questions about Service Animals and the ADA

Last updated: February 28, 2020

Many people with disabilities use a service animal in order to fully participate in everyday life. Dogs can be trained to perform many important tasks to assist people with disabilities, such as providing stability for a person who has difficulty walking, picking up items for a person who uses a wheelchair, preventing a child with autism from wandering away, or alerting a person who has hearing loss when someone is approaching from behind.

Guidance & Resources

Read this to get specific guidance about this topic.

For a beginner-level introduction to a topic, view [Topics](#)

For information about the legal requirements, visit [Law, Regulations & Standards](#)

The Department of Justice continues to receive many questions about how the Americans with Disabilities Act (ADA) applies to service animals. The ADA requires State and local government agencies, businesses, and non-profit organizations (covered entities) that provide goods or services to the public to make “reasonable modifications” in their policies, practices, or procedures when necessary to accommodate people with disabilities. The service animal rules fall under this general principle. Accordingly, entities that have a “no pets” policy generally must modify the policy to allow service animals into their facilities. This publication provides guidance on the ADA’s service animal provisions and should be read in conjunction with the publication [ADA Revised Requirements: Service Animals](#).

Definition of a Service Animal



Q1. What is a service animal?

A. Under the ADA, a service animal is defined as a dog that has been individually trained to do work or perform tasks for an individual with a disability. The task(s) performed by the dog must be directly related to the person’s disability.



Q2. What does do work or perform tasks mean?

A. The dog must be trained to take a specific action when needed to assist the person with a disability. For example, a person with diabetes may have a dog that is trained to alert him when his blood sugar reaches high or low

levels. A person with depression may have a dog that is trained to remind her to take her medication. Or, a person who has epilepsy may have a dog that is trained to detect the onset of a seizure and then help the person remain safe during the seizure.



Q3. Are emotional support, therapy, comfort, or companion animals considered service animals under the ADA?

A. No. These terms are used to describe animals that provide comfort just by being with a person. Because they have not been trained to perform a specific job or task, they do not qualify as service animals under the ADA. However, some State or local governments have laws that allow people to take emotional support animals into public places. You may check with your State and local government agencies to find out about these laws.



Q4. If someone's dog calms them when having an anxiety attack, does this qualify it as a service animal?

A. It depends. The ADA makes a distinction between psychiatric service animals and emotional support animals. If the dog has been trained to sense that an anxiety attack is about to happen and take a specific action to help avoid the attack or lessen its impact, that would qualify as a service animal. However, if the dog's mere presence provides comfort, that would not be considered a service animal under the ADA.



Q5. Does the ADA require service animals to be professionally trained?

A. No. People with disabilities have the right to train the dog themselves and are not required to use a professional service dog training program.



Q6. Are service-animals-in-training considered service animals under the ADA?

A. No. Under the ADA, the dog must already be trained before it can be taken into public places. However, some State or local laws cover animals that are still in training.

General Rules



Q7. What questions can a covered entity's employees ask to determine if a dog is a service animal?

A. In situations where it is not obvious that the dog is a service animal, staff may ask only two specific questions: (1) is the dog a service animal required because of a disability? and (2) what work or task has the dog been trained to perform? Staff are not allowed to request any documentation for the dog, require that the dog demonstrate its task, or inquire about the nature of the person's disability.



Q8. Do service animals have to wear a vest or patch or special harness identifying them as service animals?

A. No. The ADA does not require service animals to wear a vest, ID tag, or specific harness.



Q9. Who is responsible for the care and supervision of a service animal?

A. The handler is responsible for caring for and supervising the service animal, which includes toileting, feeding, and grooming and veterinary care. Covered entities are not obligated to supervise or otherwise care for a service animal.



Q10. Can a person bring a service animal with them as they go through a salad bar or other self-service food lines?

A. Yes. Service animals must be allowed to accompany their handlers to and through self-service food lines. Similarly, service animals may not be prohibited from communal food preparation areas, such as are commonly found in shelters or dormitories.



Q11. Can hotels assign designated rooms for guests with service animals, out of consideration for other guests?

A. No. A guest with a disability who uses a service animal must be provided the same opportunity to reserve any available room at the hotel as other guests without disabilities. They may not be restricted to “pet-friendly” rooms.



Q12. Can hotels charge a cleaning fee for guests who have service animals?

A. No. Hotels are not permitted to charge guests for cleaning the hair or dander shed by a service animal. However, if a guest’s service animal causes damages to a guest room, a hotel is permitted to charge the same fee for damages as charged to other guests.



Q13. Can people bring more than one service animal into a public place?

A. Generally, yes. Some people with disabilities may use more than one service animal to perform different tasks. For example, a person who has a visual disability and a seizure disorder may use one service animal to assist with way-finding and another that is trained as a seizure alert dog. Other people may need two service animals for the same task, such as a person who needs two dogs to assist him or her with stability when walking. Staff may ask the two permissible questions (See Question 7) about each of the

dogs. If both dogs can be accommodated, both should be allowed in. In some circumstances, however, it may not be possible to accommodate more than one service animal. For example, in a crowded small restaurant, only one dog may be able to fit under the table. The only other place for the second dog would be in the aisle, which would block the space between tables. In this case, staff may request that one of the dogs be left outside.



Q14. Does a hospital have to allow an in-patient with a disability to keep a service animal in his or her room?

A. Generally, yes. Service animals must be allowed in patient rooms and anywhere else in the hospital the public and patients are allowed to go. They cannot be excluded on the grounds that staff can provide the same services.



Q15. What happens if a patient who uses a service animal is admitted to the hospital and is unable to care for or supervise their animal?

A. If the patient is not able to care for the service animal, the patient can make arrangements for a family member or friend to come to the hospital to provide these services, as it is always preferable that the service animal and its handler not be separated, or to keep the dog during the hospitalization. If the patient is unable to care for the dog and is unable to arrange for someone else to care for the dog, the hospital may place the dog in a boarding facility until the patient is released, or make other appropriate arrangements. However, the hospital must give the patient the opportunity to make arrangements for the dog's care before taking such steps.



Q16. Must a service animal be allowed to ride in an ambulance with its handler?

A. Generally, yes. However, if the space in the ambulance is crowded and the dog's presence would interfere with the emergency medical staff's ability to

treat the patient, staff should make other arrangements to have the dog transported to the hospital.

Certification and Registration



Q17. Does the ADA require that service animals be certified as service animals?

A. No. Covered entities may not require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal, as a condition for entry.

There are individuals and organizations that sell service animal certification or registration documents online. These documents do not convey any rights under the ADA and the Department of Justice does not recognize them as proof that the dog is a service animal.



Q18. My city requires all dogs to be vaccinated. Does this apply to my service animal?

A. Yes. Individuals who have service animals are not exempt from local animal control or public health requirements.



Q19. My city requires all dogs to be registered and licensed. Does this apply to my service animal?

A. Yes. Service animals are subject to local dog licensing and registration requirements.



Q20. My city requires me to register my dog as a service animal. Is this legal under the ADA?

A. No. Mandatory registration of service animals is not permissible under the ADA. However, as stated above, service animals are subject to the same licensing and vaccination rules that are applied to all dogs.



Q21. My city / college offers a voluntary registry program for people with disabilities who use service animals and provides a special tag identifying the dogs as service animals. Is this legal under the ADA?

A. Yes. Colleges and other entities, such as local governments, may offer voluntary registries. Many communities maintain a voluntary registry that serves a public purpose, for example, to ensure that emergency staff know to look for service animals during an emergency evacuation process. Some offer a benefit, such as a reduced dog license fee, for individuals who register their service animals. Registries for purposes like this are permitted under the ADA. An entity may not, however, require that a dog be registered as a service animal as a condition of being permitted in public places. This would be a violation of the ADA.

Breeds



Q22. Can service animals be any breed of dog?

A. Yes. The ADA does not restrict the type of dog breeds that can be service animals.



Q23. Can individuals with disabilities be refused access to a facility based solely on the breed of their service animal?

A. No. A service animal may not be excluded based on assumptions or stereotypes about the animal's breed or how the animal might behave.

However, if a particular service animal behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or is not under the control of the handler, that animal may be excluded. If an animal is excluded for such reasons, staff must still offer their goods or services to the person without the animal present.



Q24. If a municipality has an ordinance that bans certain dog breeds, does the ban apply to service animals?

A. No. Municipalities that prohibit specific breeds of dogs must make an exception for a service animal of a prohibited breed, unless the dog poses a direct threat to the health or safety of others. Under the “direct threat” provisions of the ADA, local jurisdictions need to determine, on a case-by-case basis, whether a particular service animal can be excluded based on that particular animal’s actual behavior or history, but they may not exclude a service animal because of fears or generalizations about how an animal or breed might behave. It is important to note that breed restrictions differ significantly from jurisdiction to jurisdiction. In fact, some jurisdictions have no breed restrictions.

Exclusion of Service animals



Q25. When can service animals be excluded?

A. The ADA does not require covered entities to modify policies, practices, or procedures if it would “fundamentally alter” the nature of the goods, services, programs, or activities provided to the public. Nor does it overrule legitimate safety requirements. If admitting service animals would fundamentally alter the nature of a service or program, service animals may be prohibited. In addition, if a particular service animal is out of control and

the handler does not take effective action to control it, or if it is not housebroken, that animal may be excluded.

 **Q26. When might a service dog's presence fundamentally alter the nature of a service or program provided to the public?**

A. In most settings, the presence of a service animal will not result in a fundamental alteration. However, there are some exceptions. For example, at a boarding school, service animals could be restricted from a specific area of a dormitory reserved specifically for students with allergies to dog dander. At a zoo, service animals can be restricted from areas where the animals on display are the natural prey or natural predators of dogs, where the presence of a dog would be disruptive, causing the displayed animals to behave aggressively or become agitated. They cannot be restricted from other areas of the zoo.

 **Q27. What does under control mean? Do service animals have to be on a leash? Do they have to be quiet and not bark?**

A. The ADA requires that service animals be under the control of the handler at all times. In most instances, the handler will be the individual with a disability or a third party who accompanies the individual with a disability. In the school (K-12) context and in similar settings, the school or similar entity may need to provide some assistance to enable a particular student to handle his or her service animal. The service animal must be harnessed, leashed, or tethered while in public places unless these devices interfere with the service animal's work or the person's disability prevents use of these devices. In that case, the person must use voice, signal, or other effective means to maintain control of the animal. For example, a person who uses a wheelchair may use a long, retractable leash to allow her service animal to pick up or retrieve items. She may not allow the dog to wander away from her and must maintain control of the dog, even if it is retrieving an item at a distance from her. Or, a returning veteran who has PTSD and has great

difficulty entering unfamiliar spaces may have a dog that is trained to enter a space, check to see that no threats are there, and come back and signal that it is safe to enter. The dog must be off leash to do its job, but may be leashed at other times. Under control also means that a service animal should not be allowed to bark repeatedly in a lecture hall, theater, library, or other quiet place. However, if a dog barks just once, or barks because someone has provoked it, this would not mean that the dog is out of control.



Q28. What can my staff do when a service animal is being disruptive?

A. If a service animal is out of control and the handler does not take effective action to control it, staff may request that the animal be removed from the premises.



Q29. Are hotel guests allowed to leave their service animals in their hotel room when they leave the hotel?

A. No, the dog must be under the handler's control at all times.



Q30. What happens if a person thinks a covered entity's staff has discriminated against him or her?

A. Individuals who believe that they have been illegally denied access or service because they use service animals may file a complaint with the U.S. Department of Justice. Individuals also have the right to file a private lawsuit in Federal court charging the entity with discrimination under the ADA.

Miscellaneous



Q31. Are stores required to allow service animals to be placed in a shopping cart?

A. Generally, the dog must stay on the floor, or the person must carry the dog. For example, if a person with diabetes has a glucose alert dog, he may carry the dog in a chest pack so it can be close to his face to allow the dog to smell his breath to alert him of a change in glucose levels.



Q32. Are restaurants, bars, and other places that serve food or drink required to allow service animals to be seated on chairs or allow the animal to be fed at the table?

A. No. Seating, food, and drink are provided for customer use only. The ADA gives a person with a disability the right to be accompanied by his or her service animal, but covered entities are not required to allow an animal to sit or be fed at the table.



Q33. Are gyms, fitness centers, hotels, or municipalities that have swimming pools required to allow a service animal in the pool with its handler?

A. No. The ADA does not override public health rules that prohibit dogs in swimming pools. However, service animals must be allowed on the pool deck and in other areas where the public is allowed to go.



Q34. Are churches, temples, synagogues, mosques, and other places of worship required to allow individuals to bring their service animals into the facility?

A. No. Religious institutions and organizations are specifically exempt from the ADA. However, there may be State laws that apply to religious organizations.



Q35. Do apartments, mobile home parks, and other residential properties have to comply with the ADA?

A. The ADA applies to housing programs administered by state and local governments, such as public housing authorities, and by places of public accommodation, such as public and private universities. In addition, the Fair Housing Act applies to virtually all types of housing, both public and privately-owned, including housing covered by the ADA. Under the Fair Housing Act, housing providers are obligated to permit, as a reasonable accommodation, the use of animals that work, provide assistance, or perform tasks that benefit persons with a disabilities, or provide emotional support to alleviate a symptom or effect of a disability. For information about these Fair Housing Act requirements see HUD's [Notice on Service Animals and Assistance Animals for People with Disabilities in Housing and HUD-funded Programs](#).



Q36. Do Federal agencies, such as the U.S. Department of Veterans Affairs, have to comply with the ADA?

A. No. Section 504 of the Rehabilitation Act of 1973 is the Federal law that protects the rights of people with disabilities to participate in Federal programs and services. For information or to file a complaint, contact the agency's equal opportunity office.



Q37. Do commercial airlines have to comply with the ADA?

A. No. The Air Carrier Access Act is the Federal law that protects the rights of people with disabilities in air travel. For information or to file a complaint, contact the U.S. Department of Transportation, Aviation Consumer Protection Division, at 202-366-2220.

Resources

For more information about the ADA, please visit [ADA.gov](https://www.ada.gov) or call our toll-free number.

[ADA Information Line](https://www.ada.gov) 800-514-0301 (Voice) and 1-833-610-1264 (TTY) M-W, F 9:30 a.m. – 12:00 p.m. and 3:00 p.m. - 5:30 p.m., Th 2:30 p.m. – 5:30 p.m. (Eastern Time) to speak with an ADA Specialist. Calls are confidential.

For people with disabilities, this publication is available in alternate formats.

The Americans with Disabilities Act authorizes the Department of Justice (the Department) to provide technical assistance to individuals and entities that have rights or responsibilities under the Act. This document provides informal guidance to assist you in understanding the ADA and the Department’s regulations.

This guidance document is not intended to be a final agency action, has no legally binding effect, and may be rescinded or modified in the Department’s complete discretion, in accordance with applicable laws. The Department’s guidance documents, including this guidance, do not establish legally enforceable responsibilities beyond what is required by the terms of the applicable statutes, regulations, or binding judicial precedent.

Duplication of this document is encouraged.

Originally issued: July 20, 2015

Last updated: February 28, 2020

Related Content

Guidance

[ADA Requirements: Service Animals](#)

Guidance

[Service Animals](#)

TOOELE CITY CORPORATION

ORDINANCE 2024-17

AN ORDINANCE OF TOOELE CITY ENACTING TOOELE CITY CODE SECTION 10-2-8 REGARDING OBSTRUCTION OF STREETS AND SIDEWALKS.

WHEREAS, Utah Constitution, Article XI, Section 5 directly confers upon Utah's charter cities, including Tooele City, "the authority to exercise all powers relating to municipal affairs, and to adopt and enforce within its limits, local police, sanitary and similar regulations not in conflict with the general law"; and,

WHEREAS, UCA Section 10-8-84 enables Tooele City to "pass all ordinances and rules, and make all regulations . . . as are necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city"; and,

WHEREAS, UCA Chapter 41-6a is known as the Utah Traffic Code; and,

WHEREAS, TCC Section 10-2-1 adopts the Traffic Code "as if fully set forth in this city code"; and,

WHEREAS, UCA Section 41-6a-1009 addresses the use of roadways by pedestrians and drivers and prohibits certain pedestrian and driver activities within the roadways; and,

WHEREAS, the term "highway" as used in UCA Chapter 41-6a is defined in UCA Section 41-6a-102(30) and means "the entire width between property lines of every way or place of any nature when any part of it is open to the use of the public as a matter of right for vehicular travel" and includes local roadways; and,

WHEREAS, UCA Chapter 72-1 is known as the Utah Department of Transportation Administration Act; and,

WHEREAS, the term "highway" is further defined in UCA Section 72-1-102 to mean "any public road, street, alley, lane, court, place, viaduct, tunnel, culvert, bridge, or structure laid out or erected for public use, or dedicated or abandoned to the public, or made public in an action for the partition of real property, including the entire area within the right-of-way" and includes local roadways; and,

WHEREAS, UCA Chapters 41-6a and 72-1 give roadway regulatory authority to "highway authorities" which are defined in UCA Section 72-1-102 to mean "the legislative, executive, or governing body of a . . . municipality"; and,

WHEREAS, UCA Chapter 35A-16 is known as Office of Homeless Services; and,

WHEREAS, due to the operation of a homeless shelter within the Tooele City corporate limits, making Tooele City a shelter city, Tooele City qualifies for the reimbursement of a portion of the sales tax funds taken from Tooele City by the State of Utah to fund homeless services in other shelter cities; and,

WHEREAS, UCA Section 35A-16-403 describes the detailed eligibility requirements for fund reimbursement to shelter cities, and establishes a detailed reimbursement application and reporting process; and,

WHEREAS, UCA Section 35A-16-403(2)(g) prohibits reimbursement to shelter cities which do have and enforce the following municipal ordinances:

1. An ordinance that prohibits camping; and,
2. An ordinance prohibiting conduct that impedes or blocks traffic in violation of UCA Section 41-6a-1009(4), including conduct commonly known as panhandling. And,

WHEREAS, on October 4, 2023, the City Council passed Ordinance 2023-40, enacting and amending TCC Section 11-1-12, which regulates unlawful camping in Tooele City, as follows:

11-1-12. Unlawful Camping.

(1) It shall be unlawful for any person to camp on public grounds, except as follows:

(a) in cases of local emergency as declared by the Mayor; or,

(b) with a City permit or other City written authorization.

(2) For any person camping in violation of this Section, it shall be unlawful for that person to fail to remove that person's camping equipment within 30 minutes of being requested to do so by a police officer.

(3) It shall be unlawful for any person to camp on private land outside of a legal campground for more than five consecutive days or nights, or for more than five days or nights in any given calendar month.

(4) Definitions.

(a) "Camp" or "camping" means any act taken for the apparent purpose of establishing temporary or permanent living or sleeping

accommodations, and includes the following: erecting a tent or shelter of any material; using or preparing a sleeping bag or other bedding material, including a blanket; storing personal belongings; cooking or making a fire in a place that has not been authorized or established for those uses; and, parking a motor vehicle, motor home, recreational vehicle, camper, or trailer for the apparent primary purpose of sleeping.

(b) When a park is open to the public, "camp" or "camping" shall not mean periods of brief napping or the temporary use of umbrella, canopy, or other sheltering materials for picnicking, sporting events, or other temporary recreational activities in that park.

(c) "Public grounds" means any land owned or operated by Tooele City.

(5) Violations and Penalties. A violation of this section shall constitute a class C misdemeanor.

WHEREAS, TCC Section 11-1-12 is enforced by the Tooele City Police Department with class C misdemeanor citations; and,

WHEREAS, to be eligible for shelter city fund reimbursements, Tooele City must enact an ordinance prohibiting conduct that impedes or blocks traffic in violation of UCA Section 41-6a-1009(4), which reads in pertinent part as follows, with bold emphases added:

(4)

- (a) An individual may not impede or block traffic within any of the following: ...

- (v) a highway, as defined in Section 72-1-102, that:
 - (A) is paved and has a speed limit of 35 miles per hour or higher; [or]
 - (B) has a median, whether elevated or flat ...
- (b) The locations described in Subsection (4)(a) include:
 - (i) shoulder areas, as defined in Section 41-6a-102;
 - (ii) on-ramps;
 - (iii) off-ramps; and
 - (iv) an area between the roadways of a divided highway, as defined in Section 41-6a-102.
- (c) The locations described in Subsection (4)(a) do not include sidewalks, as defined in Section 41-6a-102.
- (d) **Conduct that may impede or block traffic includes:**
 - (i) **while a pedestrian, accepting, transacting, exchanging, or otherwise taking possession or control of money or property from a person within a motor vehicle** while that motor vehicle is within an area described in Subsection (4)(a); or
 - (ii) **while a driver or passenger of a motor vehicle ... accepting, transacting, exchanging, or otherwise taking possession or control of money or property from a pedestrian.**
- (e) Conduct that impedes or blocks traffic does not include:
 - (i) the conduct described in Section 41-6a-209 or other lawful direction of a peace officer;
 - (ii) conduct or actions resulting from a traffic accident, medical emergency, or similar exigent circumstance, including:
 - (A) exchanging insurance information; or
 - (B) exchanging contact information; or
 - (iii) conduct or actions that occur while the motor vehicle is legally parked.
- (f) **A county or municipality may adopt a resolution, ordinance, or regulation prohibiting conduct in locations described in Subsections (4)(a) and (b) within any of the roadways under its jurisdiction.**

WHEREAS, reducing the amount of Tooele City sales tax taken by the State of Utah for shelter cities is in the best interest of Tooele City, and receiving reimbursement of portions of sales tax already taken by the State of Utah is likewise in the best interest of Tooele City; and,

WHEREAS, the Tooele City Police Department has examined ordinances enacted by other Utah municipalities, and has recommended the West Valley City ordinance as a useful model for adaptation to Tooele City; and,

WHEREAS, losing sales tax to shelter cities has reduced the City's financial capacity to satisfy public and other needs directly related to and made necessary by shelter activities, and retaining and being reimbursed for some or all of that sales tax will allow Tooele City's ability to focus additional resources to satisfy public and other needs directly related to and made necessary by shelter activities, thus enhancing the overall public safety of Tooele City:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOEELE CITY COUNCIL that Tooele City Code Section 10-2-8 is hereby enacted as shown below:

10-2-8. Unlawful transfer or exchange on a High-volume Roadway.

(1) For the purpose of this Section, the term “High-volume Roadway” means any property in or within 10 feet of the right-of-way of the following roadways, including but not limited to access drives, drive approaches, or curb cuts affording access to the roadways:

- a. SR-36 (Main Street)
- b. SR-112
- c. Vine Street
- d. Utah Avenue
- e. 400 North
- f. 600 North
- g. 1000 North
- h. 1280 North
- i. 2000 North
- j. 2400 North
- k. 3100 North
- l. Droubay Road
- m. Industrial Loop Road
- n. 400 West (Franks Drive)
- o. Coleman Street
- p. Skyline Drive
- q. Broadway
- r. 520 East (7th Street)

(2) It is unlawful for any person to give, attempt to give, receive, attempt to receive, obtain, or attempt to obtain possession or control of any money, property, item, or thing from a person in a motor vehicle on a High-volume Roadway.

(3) It is unlawful for any driver, passenger, or person in a motor vehicle on a High-volume Roadway to give, attempt to give, receive, attempt to receive, obtain, or attempt to obtain possession or control of any money, property, item, or thing to any person, or to exit a motor vehicle while the motor vehicle remains on a High-volume Roadway in order to do the same.

(4) Actions described in subsections (2) and (3) are deemed to constitute an obstruction of High-volume Roadways and to create a serious public safety hazard.

(5) Actions that would otherwise violate this Section do not violate this Section if they are done as a result of a medical emergency, a traffic accident, or at the direction of a peace officer or other traffic control official in the course of performing his or her duties.

(6) Violation of this Section is a class “C” misdemeanor.

This Ordinance is necessary for the immediate preservation of the peace, health, safety, and welfare of Tooele City and its residents and businesses and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this _____ day of _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form: _____
Roger Evans Baker, City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2024-31

A RESOLUTION OF THE TOOELE CITY COUNCIL RENAMING TOOELE CITY'S DOWNTOWN ALLIANCE TO TOOELE CITY HISTORIC MAIN STREET COMMISSION.

WHEREAS, the State of Utah Office of Economic Opportunity has initiated the Utah Main Street Program, part of the Main Street American movement, for the purpose of revitalizing Utah's downtowns, and in response to the City's approval of Resolution 2021-93 on October 6, 2021, the Utah Main Street Program accepted Tooele City as a designated Utah Main Street community; and,

WHEREAS, also on October 6, 2021, the City Council approved Resolution 2021-94, acknowledging Mayor Winn's reconstitution of the City's Tooele Downtown Alliance, and acknowledging her appointments of Alliance committee members; and,

WHEREAS, the Utah Main Street Program works frequently with and through the City's Tooele Downtown Alliance for funding, training, and activities; and,

WHEREAS, in 2023, individual downtown business owners created a Utah non-profit corporation also named the Tooele Downtown Alliance, and obtained recognition of its IRS 501(c)(3) status; and,

WHEREAS, the City Administration recommends renaming the City's Tooele Downtown Alliance for the purposes of clearly delineating Main Street Program membership and responsibilities, avoiding confusion in budgeting, obtaining grants and other funding, conducting activities, attending meetings, and making committee appointments:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that Tooele City's Downtown Alliance is hereby renamed the Tooele City Historic Main Street Commission.

This Resolution is necessary for the immediate preservation of the peace, health, safety, or welfare of Tooele City and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2024-44

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING PAYMENT OF A FEE IN LIEU OF WATER RIGHTS CONVEYANCE FOR U-HAUL MOVING & STORAGE.

WHEREAS, Tooele City Code Chapter 7-26 governs the exaction by Tooele City of water rights as a condition of land use approval (see also UCA 10-9a-508); and,

WHEREAS, TCC Section 7-26-2(2) empowers the City Council to adopt a legislative policy allowing for the payment of a fee in lieu of water rights conveyance: “Fee-in-lieu. Pursuant to established City Council policy, in lieu of actual conveyance of water rights pursuant to this Chapter, certain development applicants may pay to the City an amount per acre-foot for access to water rights controlled by the City in a quantity necessary to satisfy the anticipated future water needs of the proposed development to be served and supplied by the City water system”; and,

WHEREAS, on November 1, 2023, the City Council approved Resolution 2023-93, adopting an updated fee-in-lieu of water rights conveyance policy referred to in TCC 7-26-2(2), with an effective date of November 1, 2023 (with the original policy being adopted in 2007) (see the November 1 policy attached as Exhibit B); and,

WHEREAS, the November 1 policy encourages the consideration of at least the following factors in considering requests to pay the fee-in-lieu:

- The number of acre-feet of water rights requested.
- The availability of City-owned water rights and corresponding water sources.
- The number of jobs the development is anticipated to create, together with the nature of the jobs (e.g., full-time) and job compensation (e.g., wage levels, benefits).
- The amount of sales tax the development is anticipated to generate.
- The amount of property tax the development is anticipated to generate.
- The anticipated environmental, social, and community impacts of the development.

WHEREAS, the City Council retains sole and exclusive legislative discretion in deciding to allow the payment of the fee-in-lieu; and,

WHEREAS, Tooele City received from Cliff Lackman with U-Haul Moving & Storage requesting the request for allocation of 3.08 acre-feet of City-owned municipal

water rights to the Project, or, in other words, requesting to pay the fee-in-lieu rather than convey water rights for the Project (see the letter attached as Exhibit A); and,

WHEREAS, the Project will consist of approximately 133,950 square feet of new commercial construction; and,

WHEREAS, the Project proposal addresses the policy considerations identified above and in the November 1 policy in the following ways:

- The Project requests 3.08 acre-feet of water.
- An estimated capital investment of \$20.8 million in acquisition, improvements, and building costs.
- The creation of an estimated 2 full-time jobs, with annual wages ranging from \$50,000 to \$55,000.
- The generation of new sales tax and commercial activity with annual expected retail sales of approximately \$2 million.

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that, in light of the legislative policies and considerations discussed above, the City Council hereby authorizes the payment of the fee-in-lieu of water rights for the Project, for up to 3.08 acre-feet of municipal water rights, for the fee amount established in the November 1 policy of \$35,000 per acre-foot.

This Resolution is necessary for the immediate preservation of the peace, health, safety, or welfare of Tooele City and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Fee in Lieu Analysis for U-Haul

May 13, 2024

Hello Roger,

Please see the below contact information from the U-Haul representative as well as the capital investment, expected taxable sales, number of jobs created, and average wage.

U-Haul Moving & Storage
Cliff Lackman
Owners Representative
(801) 368 8798
Cliff_Lackman@UHaul.com

Capital Investment:
Acquisition - \$1.56 Million
Initial Civil Improvements - \$1.24 Million
Expected Building Costs - \$18 Million

Expected Taxable Retail Sales:
Moving Supplies - \$500K
Equipment Rentals - \$1.5 Million

Full Time Positions: 2 Managers Avg Wage \$50 to \$55K
Part Time Positions: Up to 4 Avg rate \$17 to \$19 per Hour

Regards,

John Perez, MPA | Tooele City Corporation

Economic Development Director
90 North Main Street | Tooele, UT | 84074
Ph: (435) 843-2169 | Cell: (480) 667-9015
johnp@tooelecitey.gov | <https://tooelecitey.gov> | [LinkedIn](#)

Exhibit B

November 1, 2023, Fee-in-lieu Policy



City Council Policy

RE: Payment of a Fee In Lieu Of Water Rights Conveyance under Tooele City Code §7-26-3(2).

Effective Date: November 1, 2023

Tooele City Code Chapter 7-26 requires the conveyance of water rights as a condition of approval of all land use applications. Section 7-26-3(2) states the following:

Fee-in-lieu. Pursuant to established City Council policy, in lieu of actual conveyance of water rights pursuant to this Chapter, certain development applicants may pay to the City an amount per acre-foot for access to water rights controlled by the City in a quantity necessary to satisfy the anticipated future water needs of the proposed development to be served and supplied by the City water system.

This City Council Policy is established pursuant to the legislative authority embodied in §7-26-3(2).

Residential Development. Beginning on the Effective Date, Tooele City will allow the owner(s) of an existing single-family parcel of record that, as of the Effective Date, is not part of a recorded subdivision, and the owner(s) of a single-family lot that is part of a recorded subdivision, either of which parcel or lot is subdivided through a two-lot subdivision (e.g., a lot split), to pay a fee (the "Fee") for the new lot in lieu of the residential water right requirement established in TCC §7-26-2(1). The administrative departments are authorized to determine eligibility and to approve payment of the Fee for such a two-lot residential subdivision. The item for which the Fee is paid shall be known for purposes of this Policy as a Water Rights Credit or Credit.

Persons who are eligible under this Policy may purchase Credits by paying the Fee. Credits will be purchased on a first-come first-served basis. The Fee shall be paid in full prior to building permit issuance. Should a building permit for which the Fee was paid expire under the terms of the permit, the City will refund the Fee, minus a \$100 administrative service charge. A person who previously paid the Fee and received a Fee refund due to an expired building permit may submit a new building permit application and may again request to pay the Fee on a first-come first-served basis behind others who paid the Fee and whose building permits remain valid.

Non-residential Development. Beginning on the Effective Date, Tooele City will allow owners of a non-residential development project ("Project") to request to pay the Fee if the Project is determined by the City to need less than 20 acre-feet of municipal water rights. Additional Credits may be made available, upon recommendation of the Public Works Director and Economic Development Director, and with written approval of the Mayor. A Request shall be in

writing from the property owner or agent and addressed to the City Council or Mayor. Approval of a request may be granted only after full consideration of the following criteria in relation to the amount of water used for the Project:

- The number of jobs the Project is anticipated to create, together with the nature of the jobs (e.g., full-time) and job compensation (e.g., wage levels, benefits).
- The amount of sales tax the Project is anticipated to generate.
- The amount of property tax the Project is anticipated to generate.
- The anticipated environmental and social benefits and impacts of the Project.

The Council may consider additional criteria as it thinks appropriate. Persons who are eligible under this Policy and approved by the City Council may purchase Credits by paying the Fee. Credits will be purchased on a first-come first-served basis. The Fee shall be paid in full prior to building permit issuance. Should a building permit for which the Fee was paid expire under the terms of the permit, the City will refund the Fee, minus a \$100 administrative service charge. A person who previously paid the Fee and received a Fee refund due to an expired building permit, or due to the approval sunset, may submit a new building permit application and may again request to pay the Fee. If authorized by the City Council, the Credits may be purchased on a first-come first-served basis behind others who paid the Fee and whose building permits remain valid. The City Council may partially approve a request, for example, by authorizing 10 Credits out of 20 Credits requested.

Sunset for Non-residential Projects.

The City Council's authorization to pay the Fee for one or more buildings in a non-residential development Project containing more than one primary structure (e.g., more than one restaurant or store) is conditioned upon the Project obtaining City approval of a building permit for a first primary structure in the Project, and commencing vertical construction of the permitted structure, within two years of the date of approval of the Resolution authorizing payment of the Fee. Thereafter, the Project shall obtain a building permit for at least one additional primary structure, and commence vertical construction, within each successive twelve months following the commencement of construction of the prior building. By way of example, if a Resolution is approved on January 1, 2024, a first building permit must be obtained, and vertical construction commenced, prior to December 31, 2025; the next building must be permitted and construction commenced prior to December 31, 2026; and so on. Should any of these events not occur before the applicable sunset date, the City Council approval shall lapse and the remaining Credits shall revert to the City. The City Council, in its sole discretion, may extend these sunset deadlines or modify these conditions in a public meeting.

General.

1. **Fee Cost.** The Fee shall be established at \$35,000 per 1.0 acre-foot of depletion of municipal water rights. This Fee amount is not intended or calculated to reflect market value. The Fee applicable to any Request shall be the Fee in effect on the date of the Request, provided the

- building permit application for which the Fee is paid is filed with the City within one year of the Request, and otherwise shall be the Fee in effect on the date of the building permit application.
2. Annual Limit. The number of Credits purchased pursuant to this Policy shall not exceed a total of 50 in any calendar year or in any period of 12 consecutive months without the approval of the City Council, in its discretion.
 3. Acceptance of Credits. Upon payment of the Fee, the City will indicate the payment on the approved building permit. Payment of the Fee to the City constitutes surrender of the Credits to the City. No Credit certificate is required.
 4. Integration. This Policy shall supersede any prior oral or written policies, practices, and understandings on the subject of this Policy.
 5. Use of Revenues. Revenues derived from payment of the Fee shall be utilized for the protection of existing water rights and/or the acquisition of additional water rights, except that the City Council may authorize the use of the revenues for other Tooele City water-related projects and needs upon a finding of good cause. The water rights revenue fund is a fund in the City's General Fund and is not an enterprise fund.
 6. Limited Availability. The payment of the Fee under this Policy is subject to the availability of corresponding water rights, in the sole discretion of Tooele City.
 7. Resolution Required. The City Council's authorization to pay the Fee for a non-residential Project shall be pursuant to approved City Council Resolution.
 8. No Entitlement or Security. Approval of a Resolution for a Project containing multiple lots or buildings (e.g., subdivision, site plan) shall be a temporary reservation of Credits for the Project's building permit applicants. Approval of a Resolution shall not constitute a vested development right or a land use entitlement, or the creation of a marketable security. The City will accept the Fee only from building owners, the authorized agents of building owners, or building permit applicants for buildings in a Project.
 9. No Assignment or Transfer. Credits shall not be assignable or transferrable but are reserved by the City in the City's sole discretion for specific Projects and sold for specific buildings.
 10. No Pre-payment. Project owners may not pre-purchase Credits for their Project or any Project building in advance of building permit application.
 11. No Precedent. City Council authorization to pay the Fee for one Project, at whatever Fee amount per Credit, shall not be considered a precedent in any way in reference to any other Project.
 12. Refunds. If water usage projection for a building are reduced by the City after payment of the Fee for that building, the City will reimburse the difference between the Fee paid and the Fee that would have been paid under the reduced usage projection. If a Fee payor withdraws a building permit application prior to its approval, the City will reimburse the Fee, with a \$100 administrative charge.



City Council Chair

TOOELE CITY CORPORATION

RESOLUTION 2024-45

A RESOLUTION OF THE TOOELE CITY COUNCIL ACCEPTING FOR FURTHER CONSIDERATION THE ANNEXATION PETITION OF HOWARD SCHMIDT.

WHEREAS, the annexation of additional land into Tooele City is governed by Utah Code Chapter 10-2 Part 4 (§10-2-401 *et seq.*), Tooele City Code Chapter 7-24, and Tooele City's Annexation Policy Plan (2020); and,

WHEREAS, by application dated April 25, 2024, petition sponsor Howard Schmidt (the "Petitioner"), filed with Tooele City an Annexation Application ("Petition") for the annexation of 61.16 acres of land (the "Property") into Tooele City (see the Petition attached as Exhibit A); and,

WHEREAS, the Petition was deemed to be complete on May 3, 2024, with submission to the City on April 30, 2024, of all petition-related documents and information (attached as Exhibit A); and,

WHEREAS, the City Council discussed the Petition during its June 5, 2024, public work meeting; and,

WHEREAS, by Ordinance 2020-40, the City Council adopted an updated Annexation Policy Plan, a document required by U.C.A. §10-2-401.5, which update included the Property in the Plan; and,

WHEREAS, the Petition appears to meet the qualifications of U.C.A. §10-2-402 in that the Property is a contiguous area, the Property is contiguous to Tooele City, the annexation would not create an unincorporated island or unincorporated peninsula, the Property is located within Tooele City's expansion area, shown as part of Annexation Option K in Ordinance 2020-40, and Petitioner owns 100% the Property; and,

WHEREAS, U.C.A. §10-2-405(1) provides that the City Council may deny the Petition or accept the Petition for further consideration; and,

WHEREAS, the affected entities, as defined by U.C.A. §10-2-401(1)(a), associated with the Petition, include the North Tooele Fire District and the Tooele Valley Mosquito Abatement District; and,

WHEREAS, the City Recorder and City Attorney have determined that the Petition appears to comply with the requirements of U.C.A. §10-2-403 and -405; and,

WHEREAS, annexation of the Property is anticipated to have significant impacts on City utility and infrastructure systems, and therefore will be required to complete capacity and feasibility studies routinely required by the City of annexation petitioners,

including culinary water, sanitary sewer, storm water, parks and recreation, police services, fire services, and tax and fiscal consequences to the City, prior to annexation, as a condition of annexation approval, and some of these studies have already been provided; and,

WHEREAS, the City Council finds it to be in the best interest of Tooele City to consider further the Petition for purposes of protecting the health, safety, welfare, and economic interests of Tooele City and its residents and businesses:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE CITY COUNCIL that the Petition is hereby accepted for further consideration, subject to the following:

1. Plat. Within 30 days of the date of this Resolution, the Petitioner shall provide an accurate and recordable map, prepared by a licensed surveyor, of the area proposed for annexation, as required by U.C.A. §10-2-405(2)(a), U.C.A. §10-2-403(3)(d)(i), and T.C.C. 7-24-1(b).
2. Petition Certification. Within 30 days of the date of this Resolution, the City Recorder shall certify the Petition and shall mail or deliver written notification of the certification to the Petitioner and to the Tooele County Commission, as required by §10-2-405(2)(c)(i).
3. Annexation Notice. After the certification of the Petition, the City Recorder shall publish the notice required by U.C.A. §10-2-406(2).
4. Zoning Recommendation. Prior to any approval of the Petition, the City Administration shall make a written recommendation to the City Council as to the Property's appropriate initial zoning designation in the event the Petition is approved and the Property is annexed.
5. Planning Commission. The City Administration shall present the Petition, this Resolution, and all pertinent additional information to the Tooele City Planning Commission for a recommendatory vote as soon as practical following the approval of this Resolution.
6. Annexation Agreement. Following the Planning Commission public meeting, and upon instruction from the City Council, the City Administration shall prepare a draft Annexation Agreement, together with an implementing Resolution, for consideration by the City Council, as required by TCC §7-24-3.
7. Resolution, Ordinance. Following the Public Meeting and upon instruction from the City Council, the City Administration shall prepare an annexation Ordinance for consideration by the City Council.
8. Additional Items. The City Council may require additional information, impose additional conditions, and schedule additional public meetings as it deems necessary in the best interest of the public health, safety, and welfare.

This Resolution shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this
____ day of _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

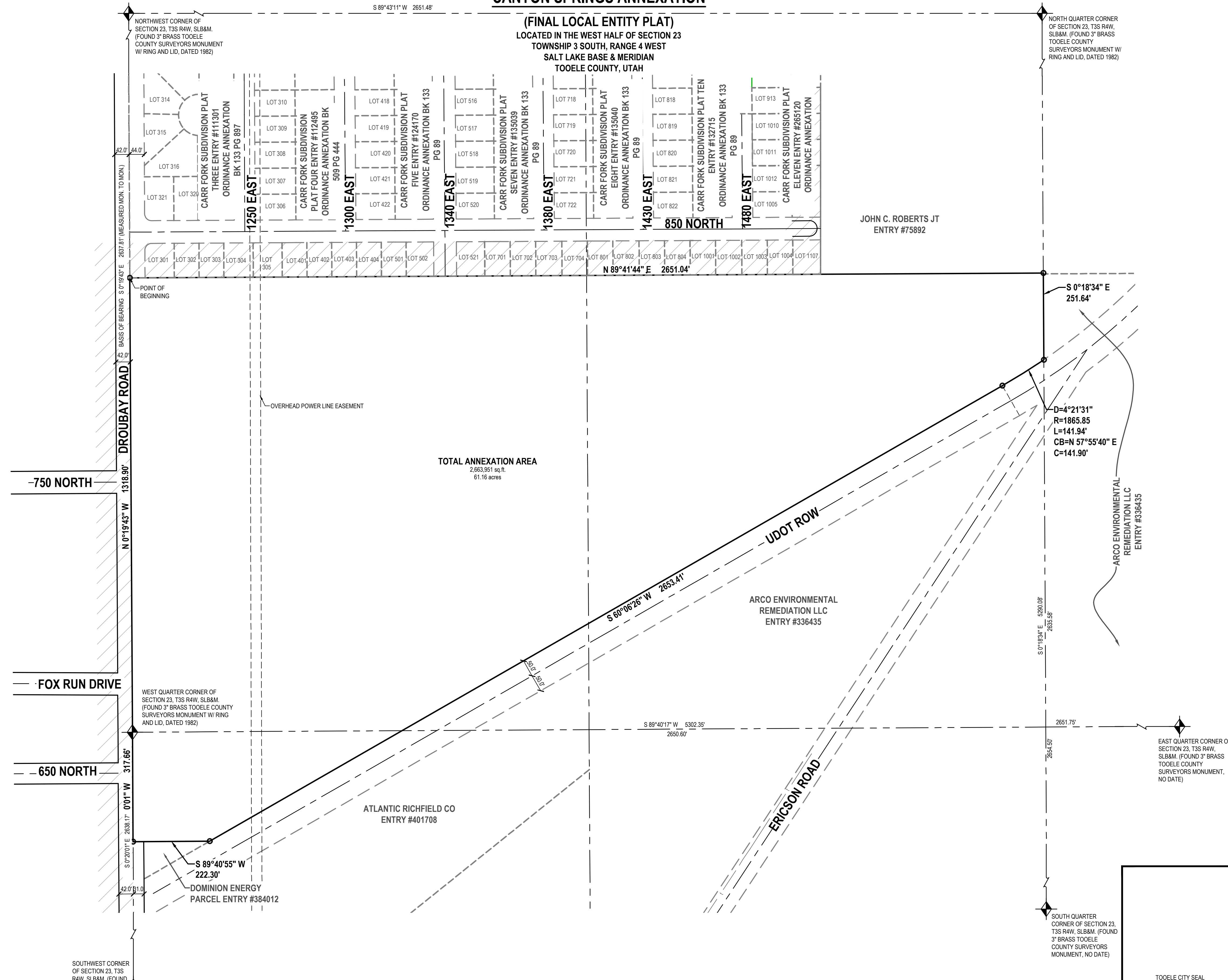
Roger Evans Baker, City Attorney

Exhibit A

Canyon Springs Annexation Application: "Petition"

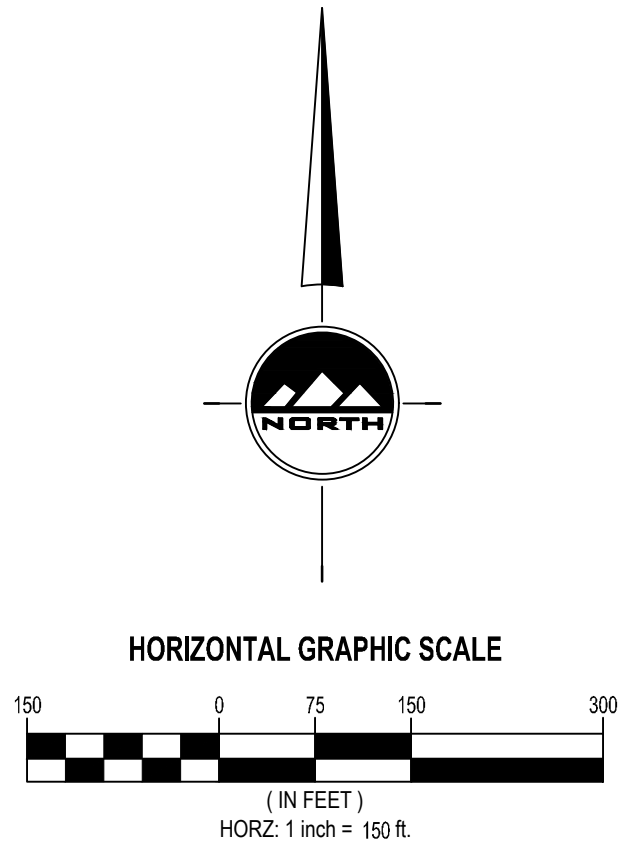
CANYON SPRINGS ANNEXATION

(FINAL LOCAL ENTITY PLAT)
 LOCATED IN THE WEST HALF OF SECTION 23
 TOWNSHIP 3 SOUTH, RANGE 4 WEST
 SALT LAKE BASE & MERIDIAN
 TOOELE COUNTY, UTAH



LEGEND

	ANNEXATION BOUNDARY
	SECTION QUARTER LINE
	CENTER LINE
	EASEMENT
	ADJACENT PROPERTY LINE
	TOOELE CITY LIMITS



SURVEYOR'S CERTIFICATE
 I, DOUGLAS J. KINSMAN, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 334575 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyor's Act. Do hereby certify that a Final Local Entity Plat, in accordance with Section 17-23-20 of Utah State Code, has been prepared under my direction and is a true and correct representation of said Final Local Entity Plat. I further certify that by authority of Tooele City, I have prepared this Plat for the purpose of adjusting the municipal boundaries of Tooele city and to be hereafter known as CANYON SPRINGS ANNEXATION.

BOUNDARY DESCRIPTION
 A parcel of land, situate in the West half of Section 23, Township 3 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:
 Beginning at a point on the Section line, which is located South 0°19'43" East 1318.90 feet from the found Northwest Corner of Section 23, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:
 thence North 89°41'44" East 2,651.04 feet to the Quarter Section line;
 thence South 0°19'34" East 261.64 feet along said Section line;
 thence southwesterly 141.94 feet along the arc of a 1865.85 foot radius curve to the right (center bears North 34°15'05" West and the long chord bears South 57°55'40" West through a central angle of 4°21'31");
 thence South 57°06'28" West 2653.41 feet;
 thence South 89°40'55" West 222.30 feet to a point on the Section line;
 thence North 0°20'01" West 317.66 feet along said Section line to the West Quarter Corner of said Section;
 thence North 0°19'43" West 1,318.90 feet along said Section line, to the Point of Beginning.

Contains 2,663,951 square feet or 61.16 acres.
 Date: APRIL 25, 2024
 Douglas J. Kinsman
 License no. 334575

CITY PLANNING COMMISSION APPROVAL
 APPROVED THIS _____ DAY OF _____, 20____
 BY THE TOOELE CITY COUNCIL

CITY COUNCIL APPROVAL
 APPROVED THIS _____ DAY OF _____, 20____
 BY THE TOOELE CITY COUNCIL

CHAIRMAN TOOELE CITY COUNCIL _____ ATTESTED BY _____

CITY ATTORNEY'S APPROVAL
 APPROVED AS TO FORM THIS _____ DAY OF _____, 20____
 BY THE TOOELE CITY ATTORNEY.

TOOELE CITY ATTORNEY _____

COMMUNITY DEVELOPMENT APPROVAL
 APPROVED THIS _____ DAY OF _____, 20____
 BY THE TOOELE CITY COMMUNITY DEVELOPMENT

TOOELE CITY COMMUNITY DEVELOPMENT _____

CITY ENGINEER'S APPROVAL
 APPROVED AS TO FORM THIS _____ DAY OF _____, 20____
 BY THE TOOELE CITY ENGINEER

TOOELE CITY ENGINEER _____

CITY RECORDER'S APPROVAL
 APPROVED AS TO FORM THIS _____ DAY OF _____, 20____
 BY THE TOOELE CITY RECORDER

TOOELE CITY RECORDER _____

DEVELOPER / CLIENT
LOVELL DEVELOPMENT GROUP
 9463 SOUTH KIRKSID DR.
 SOUTH JORDAN, UTAH 84009
 CONTACT: BRETT LOVELL
 PHONE: 801-706-4693

SHEET 1 OF 1
 PROJECT NUMBER: 9602
 MANAGER: D. KINSMAN
 DRAWN BY: J. HOWLAND
 CHECKED BY: D. KINSMAN
 DATE: NOVEMBER 2020

COUNTY SURVEYOR APPROVAL
 APPROVED THIS _____ DAY OF _____, 20____
 BY THE TOOELE COUNTY SURVEYOR.

TOOELE COUNTY SURVEYOR _____

ENSGN
 TOOELE
 169 North Main Street Unit 1
 Tooele, Utah 84074
 Phone: 435.843.3590
 Fax: 435.578.0108
 RICHFIELD
 Phone: 435.886.2983
 www.ensgneng.com

ACCEPTANCE BY LEGISLATIVE BODY
 THIS IS TO CERTIFY THAT WE, THE UNDERSIGNED TOOELE CITY COUNCIL, HAVE ADOPTED A RESOLUTION OF ITS INTENT TO ANNEX THE TRACT OF LAND SHOWN HEREIN AND SUBSEQUENTLY ADOPTED AN ORDINANCE ANNEXING SAID TRACT INTO TOOELE CITY, UTAH AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HERE WITH ALL IN ACCORDANCE WITH UTAH CODE SECTION 10-2-403 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF SAID CITY AND THAT SAID TRACT OF LAND IS TO BE KNOWN HEREAFTER AS THE: **CANYON SPRINGS ANNEXATION**

TOOELE CITY MAYOR _____ DATED THIS _____ DAY OF _____, 20____
 ATTEST: CITY RECORDER _____

CANYON SPRINGS ANNEXATION (FINAL LOCAL ENTITY PLAT)
 LOCATED IN THE WEST HALF OF SECTION 23
 TOWNSHIP 3 SOUTH, RANGE 4 WEST
 SALT LAKE BASE & MERIDIAN
 TOOELE COUNTY, UTAH

TOOELE COUNTY RECORDER
 RECORDED # _____ DATE: _____ TIME: _____
 STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE
 REQUEST OF: _____
 FEES _____ TOOELE COUNTY RECORDER _____

Total

11,188.47

11,188.47

1947 - COUNTY GENERAL - Total Rate: 0.009842

COUNTY GENERAL

977.47

1948 - SCHOOL BASIC LEVY - Total Rate: 0.001406

SCHOOL BASIC LEVY

1,632.18

1949 - MOSQUITO ABATEMENT DISTRICT - Total Rate: 0.000199

MOSQUITO ABATEMENT DISTRICT

231.01

1952 - NORTH TOOELE FIRE DIST. - Total Rate: 0.000591

NORTH TOOELE FIRE DIST.

686.07

1967 - SCHOOL LOCAL LEVY - Total Rate: 0.005561

SCHOOL LOCAL LEVY

6,455.60

1967A - CHARTER SCHOOL LEVY - Total Rate: 0.000975

CHARTER SCHOOL LEVY

107.07

1988 - MULTI-COUNTY ASSESSING-COLLECTING - Total Rate: 0.000915

MULTI-COUNTY ASSESS-COLLECT

17.41

1988 - COUNTY ASSESSING-COLLECTING - Total Rate: 0.000264

COUNTY ASSESS-COLLECT

306.47

1991 - TOOELE COUNTY TRANSPORTATION SSD - Total Rate: 0

TOOELE COUNTY TRANSPORTATION SSD

0.00

1994 - MUNICIPAL TYPE SERVICES - Total Rate: 0.000576

MUNICIPAL TYPE SERVICES

668.86

1996 - TOOELE COUNTY HEALTH DEPARTMENT - Total Rate: 0.000109

TOOELE COUNTY HEALTH DEPARTMENT

126.53

Total

11,188.47

11,188.47

NOTICE OF INTENT TO ANNEX

April 25, 2024

]

ATTN: Marshall Buck Peck

North Tooele Fire District

Dear Marshall Peck,

We are hereby giving notice that it is the intention of the property owners of land located at the east side of Droubay Road at approximately 750 North to seek annexation into the boundaries of Tooele City.

Per state code all affected entities are to be notified.

In as much as this parcel (03-031-0-00014) is currently included in the service area of the North Tooele Fire District, we are giving you this notice. If you have any concerns or comments we would be happy to address them as the land owners at:

Tooele East LLC
ATTN Howard Schmidt
PO Box 95410
South Jordan UT 84095
801-859-9449

Or you may also contact

Andrew Aagard, Community Development Director for Tooele City.
90 No. Main
Tooele, UT 84074

Thank you for your consideration,


Howard Schmidt
Manager

Received


Signed

4/29/2024
Date

NOTICE OF INTENT TO ANNEX

April 25, 2024

]

ATTN: Andy Welch
Tooele County Manager
47 South Main
Tooele, UT 84074

Dear Mr. Welch,

We are hereby giving notice that it is the intention of the property owners of land located at the east side of Droubay Road at approximately 750 North to seek annexation into the boundaries of Tooele City.

Per state code all affected entities are to be notified.

In as much as this parcel (03-031-0-00014) is currently included in Tooele County as an unincorporated parcel we are giving you this notice. If you have any concerns or comments we would be happy to address them as the land owners at:

Tooele East LLC
ATTN Howard Schmidt
PO Box 95410
South Jordan UT 84095
801-859-9449

Or you may also contact

Andrew Aagard, Community Development Director for Tooele City.
90 No. Main
Tooele, UT 84074

Thank you for your consideration,



Howard Schmidt
Manager

Received Jan A. Welch 4/26/24
Signed Date
County Manager

NOTICE OF INTENT TO ANNEX

April 25, 2024

]

ATTN Mayor Debbie Winn

Dear Mayor Winn,

We are hereby giving notice that it is the intention of the property owners of land located at the east side of Droubay Road at approximately 750 North to seek annexation into the boundaries of Tooele City.

Per state code all affected entities are to be notified.


In as much as this parcel (03-031-0-00014) is currently included in Tooele County we are giving you this notice. If you have any concerns or comments we would be happy to address them as the land owners at:

Tooele East LLC
ATTN Howard Schmidt
PO Box 95410
South Jordan UT 84095
801-859-9449

Or you may also contact

Andrew Aagard, Community Development Director for Tooele City.
90 No. Main
Tooele, UT 84074

Thank you for your consideration,


Howard Schmidt
Manager

Received _____
Signed _____ Date _____


NOTICE OF INTENT TO ANNEX

April 25, 2024
Tooele County Board of Health
Attn: Jeff Coombs
151 No. Main
Tooele, UT 84074

Dear Mr. Coombs,
We are hereby giving notice that it is the intention of the property owners of land located at the east side of Droubay Road at approximately 750 North to seek annexation into the boundaries of Tooele City.
Per state code all affected entities are to be notified.
In as much as this parcel (03-031-0-00014) is currently included in Tooele Board of Health District, we are giving you this notice. If you have any concerns or comments we would be happy to address them as the land owners at:
Tooele East LLC
ATTN Howard Schmidt
PO Box 95410
South Jordan UT 84095
801-859-9449

Or you may also contact
Andrew Aagard, Community Development Director for Tooele City.
90 No. Main
Tooele, UT 84074

Thank you for your consideration,

Howard Schmidt
Manager


Date 4-29-24

Received 
Signed 4-29-24

NOTICE OF INTENT TO ANNEX

April 25, 2024

]

ATTN: Scott Bradshaw
Tooele Valley Mosquito Abatement Manager
Lakepoint, UT 84074

Dear Mr. Bradshaw,

We are hereby giving notice that it is the intention of the property owners of land located at the east side of Droubay Road at approximately 750 North to seek annexation into the boundaries of Tooele City.

Per state code all affected entities are to be notified.

In as much as this parcel (03-031-0-00014) is currently included in Tooele Valley Mosquito Abatement District we are giving you this notice. If you have any concerns or comments we would be happy to address them as the land owners at:

Tooele East LLC
ATTN Howard Schmidt
PO Box 95410
South Jordan UT 84095
801-859-9449

Or you may also contact

Andrew Aagard, Community Development Director for Tooele City.
90 No. Main
Tooele, UT 84074

Thank you for your consideration,


Howard Schmidt
Manager

Received

Signed

Date

 4/26/24

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH }
 }ss
COUNTY OF TOOELE }

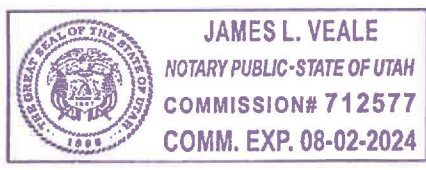
I/we, Howard J Schmidt, being duly sworn, depose and say that I/we am/are the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my/our knowledge. I/we also acknowledge that I/we have received written instructions regarding the application for which I/we am/are applying and the Tooele City Community Development Department staff have indicated they are available to assist me in making this application.

[Signature]

(Property Owner)

(Property Owner)

Subscribed and sworn to me this 25 day of April, 2024



[Signature]

(Notary)
Residing in Wasatch County, Utah
My commission expires: 8/2/2024

AGENT AUTHORIZATION

I/we, _____, the owner(s) of the real property described in the attached application, do authorize as my/our agent(s), _____, to represent me/us regarding the attached application and to appear on my/our behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

(Property Owner)

(Property Owner)

Dated this ___ day of _____, 20__, personally appeared before me _____, the signer(s) of the agent authorization who duly acknowledged to me that they executed the same.

(Notary)
Residing in _____ County, Utah
My commission expires: _____

PETITION FOR ANNEXATION

Application Packet



Community Development Department
90 North Main Street, Tooele, UT 84074
(435) 843-2132 Fax (435) 843-2139

Petition for Annexation Application Checklist

*Incomplete applications will not be accepted or held.
All required items shall be submitted to the City Recorder.*

Submission Requirements (see also Utah State Code Section 10-2-403)

- Application Fee **Paid previously**
- Completed Application Form
- Completed Record of Petitioned Properties. In order to constitute a complete and viable Petition, the Record of Petitioned Properties must contain the signatures of property owners that make up at least:
 - 50% of the land area included in the Petition for Annexation
 - 33% of the property value, according to the County Assessor's Office valuations, of all properties included in the Petition for Annexation
- A Statement of Proposed Intent for the properties contained within the area petitioned for annexation
- An Accurate Legal Description for the Complete Boundary of the proposed Annexation prepared by a Licensed Surveyor
 - It is strongly encouraged that the legal description be verified by the County Surveyor prior to submission to avoid unnecessary delays
- A paper copy of an accurate recordable map depicting the proposed area of annexation including at least the following:
 - It is strongly encouraged that the plat be submitted in paper form to be verified and approved as to form prior to submitting the petition to avoid unnecessary delays
 - A disk or thumb drive of all petition materials in digital format (original PDF) including AutoCAD format for the plat and all drawings
 - Certification by Date, Signature and Seal by the Engineer or Surveyor preparing the plat
 - Property Owner Certifications, including acknowledgement by a Notary Public for each
 - Proper Signature Blocks for each of the following:
 - The Tooele City Planning Commission, including signature lines for each Planning Commissioner voting in favor of the annexation
 - The Tooele City Council, including signature lines for each Planning Commissioner voting in favor of the annexation and a signature line for the City Recorder to attest the signatures of the City Council members
 - The Tooele City Attorney
 - The Tooele City Recorder certifying:
 - the date and time the plat was filed
 - the Ordinance number by which the City Council approved the plat and proposed annexation
 - the date of approval and certification by the City Council
 - The Tooele City Engineer
 - The Tooele City Community Development Department
 - County Recorder's Certification of Recording
- Notice of annexation petition sent to affected entities including:
 - A copy of the noticing sent to affected entities
 - A complete list of affected entities to which the notice was sent
 - Demonstration of the date on which the notices were sent to affected entities

*****Note:** According to Utah State Code Section 10-2-403(7) it is the sole responsibility of the Sponsor to submit a copy of the complete Petition for Annexation to the City and the County Clerk on the same calendar day.

Additional Information

With the City Council's adoption of a resolution accepting the Petition for Annexation for further consideration, as required by Utah State Code Section 10-2-405, the City Council may also require any of the following and/or any other information or study determined necessary for proper consideration of the Petition for Annexation for approval or denial.

_____ Feasibility Study of Impact to the existing public systems for each of the following:

- Water, including water rights, sources, storage, transmission, phasing, and master planning
- Sewer, including collection systems, transmission, treatment capacity, phasing, and master planning
- Transportation, including upgrades to existing infrastructure, new infrastructure, traffic control, phasing, and master planning
- Parks and Recreation, including levels of service, facility needs, phasing, and master planning
- Public Safety, including service area, response times, staffing and personnel levels, and facility and equipment needs and levels of services for police and fire protection services
- Storm Drain, including collection systems, transmission, detention/retention, phasing, and master planning
- Tax and Revenue, including impact fees generation, cost of services for annexation area, property and sales tax revenues from the annexation area, and full-time equivalent employee calculations for each department to provide city services to the annexation area

_____ Conceptual Development and Land Use Plans

_____ Annexation Agreement


*****Note:** It is strongly recommended that applicants familiarize themselves with the procedures and requirements for consideration of a Petition for Annexation found in Utah State Code Section 10-2-400 et. seq. and Tooele City Code Chapter 7-24.

Petition for Annexation

Community Development Department
 90 North Main Street, Tooele, UT 84074
 (435) 843-2132 Fax (435) 843-2139
www.tooelecity.org



Notice: The applicant must submit copies of the pertinent plans and documents to be reviewed by the City in accordance with the terms of the Utah State Code and Tooele City Code. All submitted Petition for Annexation applications shall be reviewed in accordance with all applicable State and City ordinances and requirements, are subject to compliance reviews by various City departments, and may be returned to the applicant for revision if the plans are found to be inadequate or inconsistent with the requirements of the State Code and City Code. Application submission in no way guarantees placement of the application on any particular agenda of any City reviewing body. It is **strongly** advised that all checklist items be submitted well in advance of any anticipated deadlines.

Annexation Information			
Date of Submission: April 25, 2024	Total Acres: 61.16	Expansion Option Area:	
Project Name: Canyon Cove Development			
General Address: 750 North Droubay Road			
Current Use of Property: Vacant and horse boarding and pasture			
Sponsor: Howard Schmidt		Address: PO Box 95410	
Phone: 801-859-9449 or 801-706-4693	City: South Jordan	State: UT	Zip: 84095
Primary Phone Number:	Cell Number:	Email: howard@braemarco.com	
Signature of Sponsor: 		Date: 4/25/24	

*The application you are submitting will become a public record pursuant to the provisions of the Utah State Government Records Access and Management Act (GRAMA). You are asked to furnish the information on this form for the purpose of identification and to expedite the processing of your request. This information will be used only so far as necessary for completing the transaction. If you decide not to supply the requested information, you should be aware that your application may take a longer time or may be impossible to complete. If you are an "at-risk government employee" as defined in *Utah Code Ann.* § 63-2-302.5, please inform the city employee accepting this information. Tooele City does not currently share your private, controlled or protected information with any other person or government entity, except as required by GRAMA.

** By submitting this application form to the City, the applicant acknowledges that the above list is not exclusive and under no circumstances waives any responsibility or obligation of the Applicant and or his Agents from full compliance with Utah State Code and City Master Plans, Codes, Rules and or Regulations.

***** NOTE *****

According to Utah State Code Section 10-2-403(7), it is the sole responsibility of the SPONSOR of a Petition For Annexation to deliver to the County Clerk a complete copy of the same petition to annex property on the same calendar day the petition is filed with the City.

For Office Use Only			
Fee: (213)	Received By:	Date Received:	Receipt #:

Statement of intended us for Canyon Springs Development

Canyon Springs is a proposed subdivision to be zoned in accordance with the surrounding area as R-7 zone which allows for 7000 square foot minimum lots sizes but in accordance with the input from the planning commission and city council we are limiting the development to 172 lots with an average size of 11,000 sq. ft. Some will be as large as ½ acre lots.

In addition, the developer has agreed to work with Tooele County to provide a trail boarding the annexation parcel to the south on the existing 100' UDOT right of way. Also, there will be trails from the subdivision accessing the new trail and some detention ponds along Drubay Road that will be landscaped to provide play areas for the residents and neighbors of the development.

Since there has recently been an annexation agreement penned by the city attorney and staff, approved by the required majority of the city council and agreed to by the developer, we would like to review that document and make it the framework to complete this annexation.

A handwritten signature in blue ink, appearing to read "Hal G. Smith", is centered on the page below the text.

STAFF REPORT

May 17, 2024

To: Tooele City Planning Commission
Business Date: May 22, 2024

From: Planning Division
Community Development Department

Prepared By: Jared Hall, City Planner / Zoning Administrator

Re: Douglas Orthopedic, Final Condominium Subdivision

Applicant: John Douglas
Project Location: 2321 N. 400 East
Zoning: GC, General Commercial
Acreage: 2.23 acres, 97,308 square feet
Request: Final Condominium Subdivision Approval

BACKGROUND

This application is a request for Final Condominium Subdivision approval to divide an existing commercial building located at 2321 N. 400 East into five privately owned spaces. The Planning Commission reviewed the proposed condominium subdivision in July, 2023. Based on that review, City Staff has worked with the applicant to further prepare the plat and condominium documents. Under the condominium process, the Planning Commission's role is now to review and make a recommendation to the City Council regarding final approval.

ANALYSIS

Zoning. The subject property is located in the GC, General Commercial zone, and is currently in use as a medical facility, Douglas Orthopedics. The zoning is not impacted by the proposed subdivision. Condominium subdivision does not subdivide land, but only enables private ownership of the building above the ground or the interior spaces between walls. Mapping pertinent to the subject property and the zoning can be found in Exhibit "A" attached to this report.

Site Plan. In support of the condominium, the applicant has submitted a site plan application to make the necessary changes and adjustments to the building and site. Site Plan approvals will assure that the property and improvements comply with all requirements of Tooele City Code, including parking, landscaping, vehicular access, utility provision, etc. An approved site plan before recordation is recommended as a condition of approval.

Subdivision Layout. The proposed condominium subdivision creates five separate units that can be individually owned. All units will share access, parking, and other features of the site, but all can be owned by separate entities.

Declaration of Condominium. Documents are necessary to legally describe and control the commonly held aspects of the property once it is subdivided into a condominium. These documents have been filed and must be reviewed and approved by the City Attorney's office prior to recordation of the plat.

Access. Access to the property is from 400 East, and is not impacted by the proposed condominium

subdivision – all vehicular access is contained within the common space shared by all five units.

Parking. There are 72 parking spaces on the site. Parking requirements are met, and not impacted by the subdivision. All parking is included in the common space shared by all five units.

Criteria For Approval. The criteria for review and potential approval of a Condominium Final Plat request is found in Section 7-20-4 of the Tooele City Code.

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the Condominium Plat submission and has approved, recommending conditions that Site Plan approval by City Staff should precede recordation of the condominium plat, and that the Declaration of Condominium documents be reviewed and approved by the City Attorney's office.

Engineering Review. The Tooele City Engineering and Public Works Divisions have completed their reviews of the Condominium Plat submission and have approved.

Fire Department Review. The Tooele City Fire Department has completed their review of the Condominium Plat submission and has approved.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission forward a positive recommendation for Final Approval of the Douglas Orthopedic Condominium Subdivision to the City Council, subject to the following conditions:

1. That the final plat will meet all requirements of the Tooele City Code and engineering standards prior to recordation.
2. That the Declaration of Condominium documents be reviewed and approved by the City Attorney's office.
3. That the amended Site Plan be approved by City Staff prior to recordation.

This recommendation is based on the following findings:

1. The proposed condominium subdivision meets the intent, goals, and objectives of the Tooele City General Plan.
2. The proposed subdivision meets the requirements and provisions of the Tooele City Code with regards to condominiums.
3. The proposed condominium subdivision will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
4. The proposed condominium subdivision conforms to the general aesthetic and physical development of the area.
5. The public services in the area are adequate to support the subject development.

MODEL MOTIONS

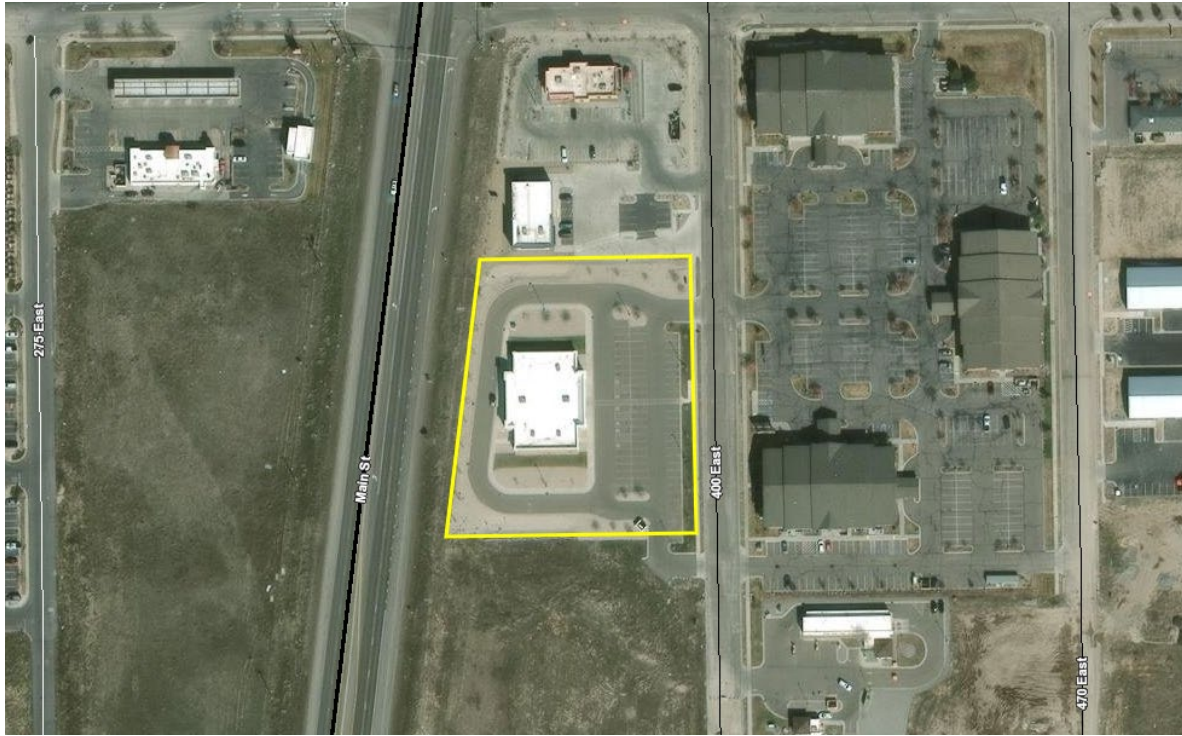
Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for application number 23-617, the request for Final Condominium Subdivision Approval of the Douglas Orthopedic Condominium Subdivision located at 2321 N. 400 East in the GC, General Commercial zoning district based on the findings and subject to the conditions listed in the Staff Report dated May 17, 2024:”

1. List any additional findings and conditions...

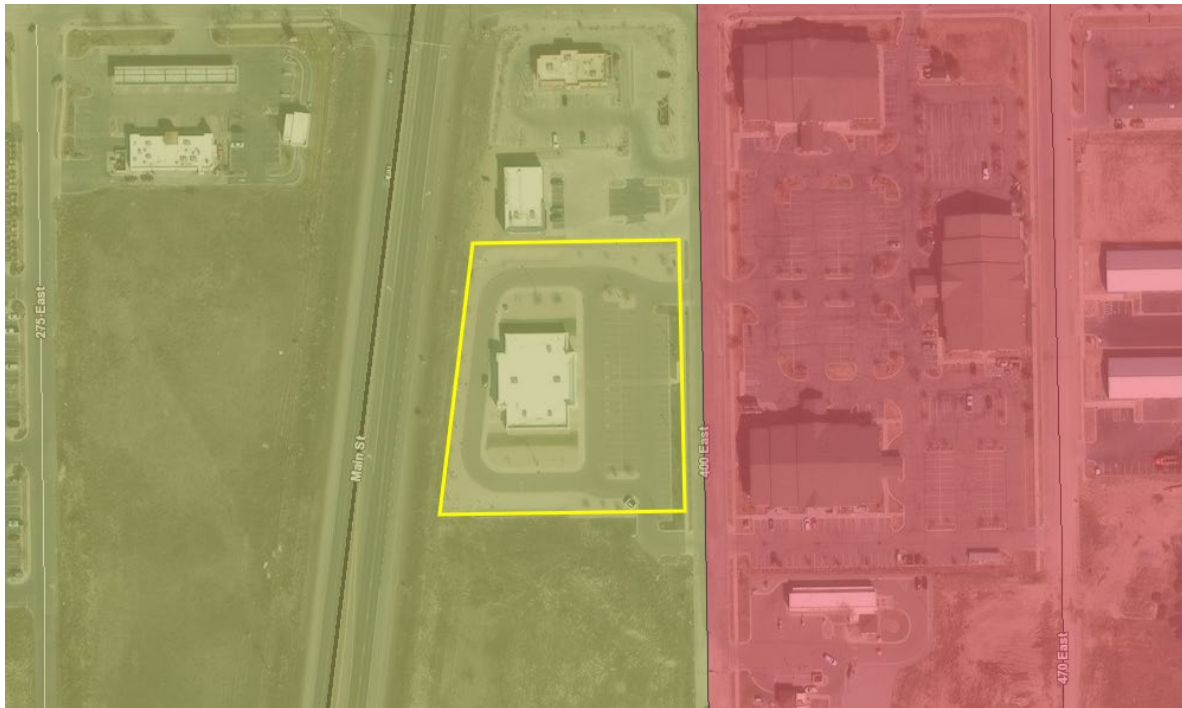
Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for application number 23-617, the request for Final Condominium Subdivision Approval of the Douglas Orthopedic Condominium Subdivision located at 2321 N. 400 East in the GC, General Commercial zoning district based on the following findings:”

1. List any findings...

EXHIBIT A: MAPPING, DOUGLAS ORTHOPEDIC CONDOMINIUM SUBDIVISION



Subject Property, Aerial Map



Subject Property, Zoning Map

EXHIBIT B: APPLICANT SUBMITTED MATERIALS

CONDO

Subdivision - Final Plat Application

Community Development Department
90 North Main Street, Tooele, UT 84074
(435) 843-2132 Fax (435) 843-2139
www.tooelecity.org



Notice: The applicant must submit copies of the plat and plans to be reviewed by the City in accordance with the terms of the Tooele City Code. Once a set of final plat and plans are submitted, the plat and plans are subject to compliance reviews by the various city departments and may be returned to the applicant for revision if the plat and plans are found to be inconsistent with the requirements of the City Code and all other applicable City ordinances. All submitted final plat and plan proposals shall be reviewed in accordance with the Tooele City Code. Submission of final plat and plans in no way guarantees placement of the application on any particular agenda of any City reviewing body. It is strongly advised that all plans be submitted well in advance of any anticipated deadlines.

Project Information						23-617			
Date of Submission:		Submittal #: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4		Zone:	Acres:	Parcel #(s):			
Project Name: DOUGLAS ORTHOPEDIC CONDOMINIUM PLAT									
Project Address: 2321 N. HOOE. STE 300 TOOELE, UTAH 84074									
Project Description: CONDO PLAT						Phases:		Lots:	
Property Owner(s):				Applicant(s):					
Address:				Address:					
City:		State:		Zip:		City:		State:	Zip:
Phone:		Email:		Phone:		Email:			
Contact Person: JOHN DOUGLAS				Address: 6136 N. SENECA VIEW LN					
Phone: 435-849-1595		City: TOOELE		State: UTAH		Zip: 84074			
Cellular: 435-849-1555		Fax:		Email: john-antonio@ymco.com					
Engineer & Company: TANNER HUSSEY ENGINEERING				Surveyor & Company:					
Address:				Address:					
City:		State:		Zip:		City: CCM		State:	Zip:
Phone: 435-843-3590		Email: THUSSEY@ENGINEERING		Phone:		Email:			

*The application you are submitting will become a public record pursuant to the provisions of the Utah State Government Records Access and Management Act (GRAMA). You are asked to furnish the information on this form for the purpose of identification and to expedite the processing of your request. This information will be used only so far as necessary for completing the transaction. If you decide not to supply the requested information, you should be aware that your application may take a longer time or may be impossible to complete. If you are an "at-risk government employee" as defined in Utah Code Ann. § 63-2-302.5, please inform the city employee accepting this information. Tooele City does not currently share your private, controlled or protected information with any other person or government entity.

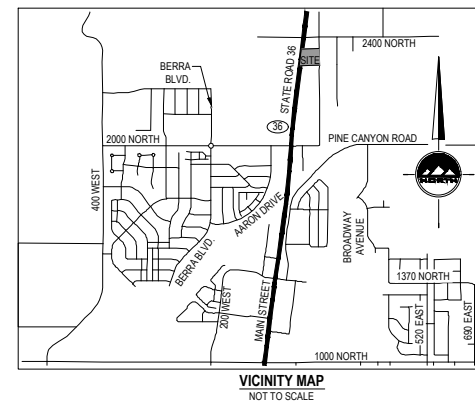
2730663

For Office Use Only									
Land Use Review:		Date:	Water Superintendent Review:		Date:	City Engineer Review:		Date:	
Planning Review:		Date:	Reclamation Superintendent Review:		Date:	Director Review:		Date:	
Fire Flow Test									
Location:			Residual Pressure:	Flow (gpm):		Min. Required Flow (gpm):			
Performed By:			Date Performed:		Corrections Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No		Comments Returned: Date: <input type="checkbox"/> Yes <input type="checkbox"/> No		

811
 CALL BLUESTAKES
 @ 811 AT LEAST 48 HOURS
 PRIOR TO THE
 COMMENCEMENT OF ANY
 CONSTRUCTION.
 Know what's below.
 Call before you dig.

DOUGLAS ORTHOPEDIC CONDOMINIUM PLAT

FINAL PLAT
 (AMENDING AND VACATING LOT 2 OF STRAWBERRY MINOR SUBDIVISION #1)
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, THE
 TOWNSHIP 3 SOUTH, RANGE 4 WEST,
 SALT LAKE BASE AND MERIDIAN
 TOOELE CITY, TOOELE COUNTY, UTAH



SURVEYOR'S CERTIFICATE
 I, Douglas J. Kinsman do hereby certify that I am a Professional Land Surveyor, and that I hold license No. 334575 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act. I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Sections 17-23-17 and 51-8-13, have verified all measurements and have subdivided said tract of land into units, common areas and limited common areas together with easements, hereinafter to be known as **DOUGLAS ORTHOPEDIC CONDOMINIUM PLAT**, and that the same has been correctly surveyed and monumented on the ground as shown on this plat. I further certify that all units meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

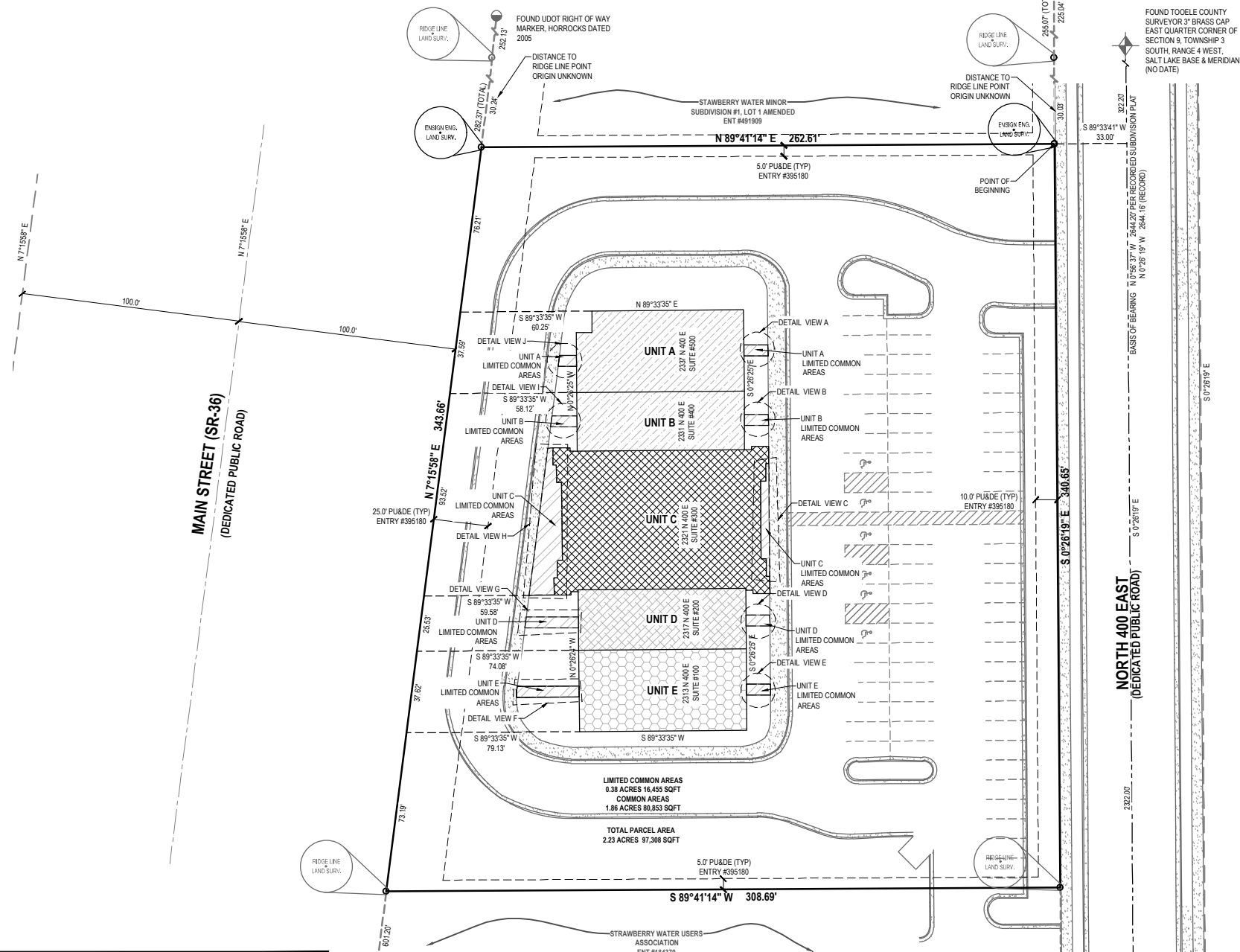
All of Lot 2, Strawberry Water Minor Subdivision #1, according to the official plat thereof recorded as Entry No. 395180 in the office of the Tooele County Recorder, more particularly described as follows:
 A parcel of land situated in the Southeast Quarter of Section 9, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in Tooele City, Tooele County, Utah, more particularly described as follows:
 Beginning at a point on the Westerly right of way line of 400 East Street, said point being South 0°26'19" East 322.23 feet along the section line and West 33.00 feet to the west line of said 400 East Street, from the East Quarter Corner of said Section 9, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:
 thence South 0°26'19" East 340.65 feet along the West line of said 400 East Street to a found Ridgeline Land Surveying, rebar and plastic cap;
 thence South 89°41'14" West 308.69 feet to the Easterly right-of-way line of State Road 36, and a found Ridgeline rebar and cap;
 thence North 7°15'58" East 343.66 feet along said state right-of-way to the common line between lots 1 and 2 of said Strawberry Water Minor Subdivision Ent No. 395180;
 thence North 89°41'14" East 262.61 feet along said common line to the Point of Beginning.
 Parcel contains: 97,308 square feet or 2.23 acres, 5 units

October 13, 2023
 Date
 Douglas J. Kinsman
 License No. 334575



LEGEND

- EXISTING STREET MONUMENT
- SECTION CORNER
- 5/8"x24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."
- PU&DE = PUBLIC UTILITY & DRAINAGE EASEMENT
- BOUNDARY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- ADJACENT RIGHT OF WAY LINE
- TANGENT LINE
- LIMITED COMMON AREAS
- UNIT A (PRIVATE)
- UNIT B (PRIVATE)
- UNIT C (PRIVATE)
- UNIT D (PRIVATE)
- UNIT E (PRIVATE)
- COMMON AREA
- CROSS WALK/HANDICAP

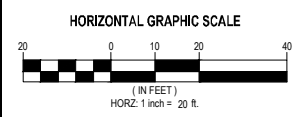


MAIN STREET (SR-36)
 (DEDICATED PUBLIC ROAD)

NORTH 400 EAST
 (DEDICATED PUBLIC ROAD)

DOMINION ENERGY
 DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.
 APPROVED THIS _____ DAY OF _____, 20____ BY _____
 DOMINION ENERGY TITLE _____

ROCKY MOUNTAIN POWER COMPANY
 1. PURSUANT TO UTAH CODE ANN. § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
 2. PURSUANT TO UTAH CODE ANN. § 17-27A-603(4)(C)(III) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
 (1) A RECORDED EASEMENT OR RIGHT-OF-WAY
 (2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
 (3) TITLE 54, CHAPTER 6A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
 (4) ANY OTHER PROVISION OF LAW.
 APPROVED THIS _____ DAY OF _____, 20____
 ROCKY MOUNTAIN POWER
 BY _____
 TITLE _____



- NOTES**
- LIMITED COMMON AREAS ARE ALL SIDEWALKS LEADING TO EACH INDIVIDUAL UNITS.
 - PRIVATE AREAS ARE EACH OF THE INDIVIDUAL UNITS.
 - COMMON AREAS ARE ALL OTHER AREAS OUTSIDE OF THE UNITS AND SIDEWALKS.

ENSIGN
 THE STANDARD IN ENGINEERING
 TOOELE
 169 North Main Street Unit 1
 Tooele, Utah 84074
 Phone: 435.843.3590
 Fax: 435.578.0108
 www.ensigneng.com

SALT LAKE CITY
 Phone: 801.263.8209
 LAYTON
 Phone: 801.541.1100
 CEDAR CITY
 Phone: 435.885.1483
 RICHFIELD
 Phone: 435.886.0883

SHEET 1 OF 3
 PROJECT NUMBER: T18696
 MANAGER: D. KINSMAN
 DRAWN BY: T. HUSSEY
 CHECKED BY: D. KINSMAN
 DATE: 10/13/23

CITY COUNCIL APPROVAL
 APPROVED THIS _____ DAY OF _____, 20____
 BY THE TOOELE CITY COUNCIL
 CHAIRMAN TOOELE CITY COUNCIL

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT
 STATE OF UTAH
 County of Tooele
 J.S.S.
 On the _____ day of _____, A.D. 20____, personally appeared before me _____ of the signer of the foregoing instrument, who duly acknowledged to me that he/she is a _____ a Utah limited liability company, and is authorized to execute the foregoing Agreement in its behalf and that he/she executed it in such capacity.
 MY COMMISSION EXPIRES: _____
 RESIDING IN _____ COUNTY.

DOUGLAS ORTHOPEDIC CONDOMINIUM PLAT
 (AMENDING AND VACATING LOT 2 OF STRAWBERRY MINOR SUBDIVISION #1)
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9,
 THE TOWNSHIP 3 SOUTH, RANGE 4 WEST,
 SALT LAKE BASE AND MERIDIAN
 TOOELE CITY, TOOELE COUNTY, UTAH

APPROVED THIS _____ DAY OF _____, 20____
 ROCKY MOUNTAIN POWER
 BY _____
 TITLE _____

COMMUNITY DEVELOPMENT APPROVAL
 APPROVED THIS _____ DAY OF _____, 20____
 BY THE TOOELE CITY COMMUNITY DEVELOPMENT
 TOOELE CITY COMMUNITY DEVELOPMENT

COUNTY HEALTH DEPARTMENT APPROVAL
 APPROVED THIS _____ DAY OF _____, 20____
 BY THE TOOELE COUNTY HEALTH DEPARTMENT
 TOOELE COUNTY HEALTH DEPT.

COUNTY SURVEYOR DEPARTMENT APPROVAL
 APPROVED THIS _____ DAY OF _____, 20____
 BY THE TOOELE COUNTY SURVEY DEPARTMENT
 RECORD OF SURVEY FILE # 2015-0014-01
 TOOELE COUNTY SURVEY DIRECTOR

CITY ENGINEER'S APPROVAL
 APPROVED THIS _____ DAY OF _____, 20____
 BY THE TOOELE CITY ENGINEER
 TOOELE CITY ENGINEER

COUNTY TREASURER
 APPROVED THIS _____ DAY OF _____, 20____
 BY THE TOOELE COUNTY TREASURER
 TOOELE COUNTY TREASURER

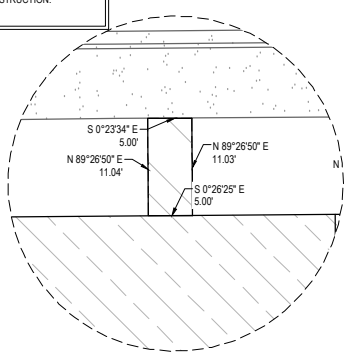
PLANNING COMMISSION APPROVAL
 APPROVED THIS _____ DAY OF _____, 20____
 BY THE TOOELE CITY PLANNING COMMISSION
 CHAIRMAN TOOELE CITY PLANNING COMMISSION

TOOELE COUNTY RECORDER
 RECORDED # _____
 STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE
 REQUEST OF: _____
 DATE: _____ TIME: _____
 FEES _____
 TOOELE COUNTY RECORDER

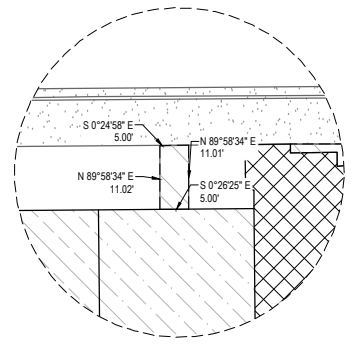
811
 Know what's below.
 Call before you dig.

CALL BLUESTAKES
 @ 811 AT LEAST 48 HOURS
 PRIOR TO THE
 COMMENCEMENT OF ANY
 CONSTRUCTION.

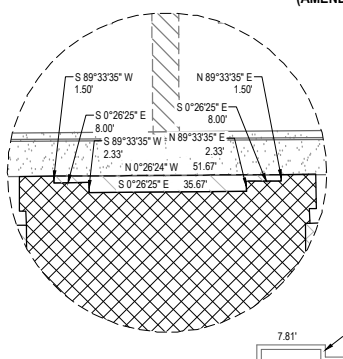
DETAIL A
 1"=10' SCALE



DETAIL B
 1"=10' SCALE

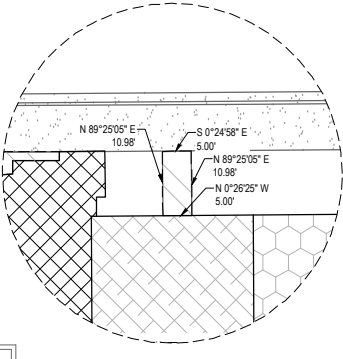


DETAIL C
 1"=20' SCALE

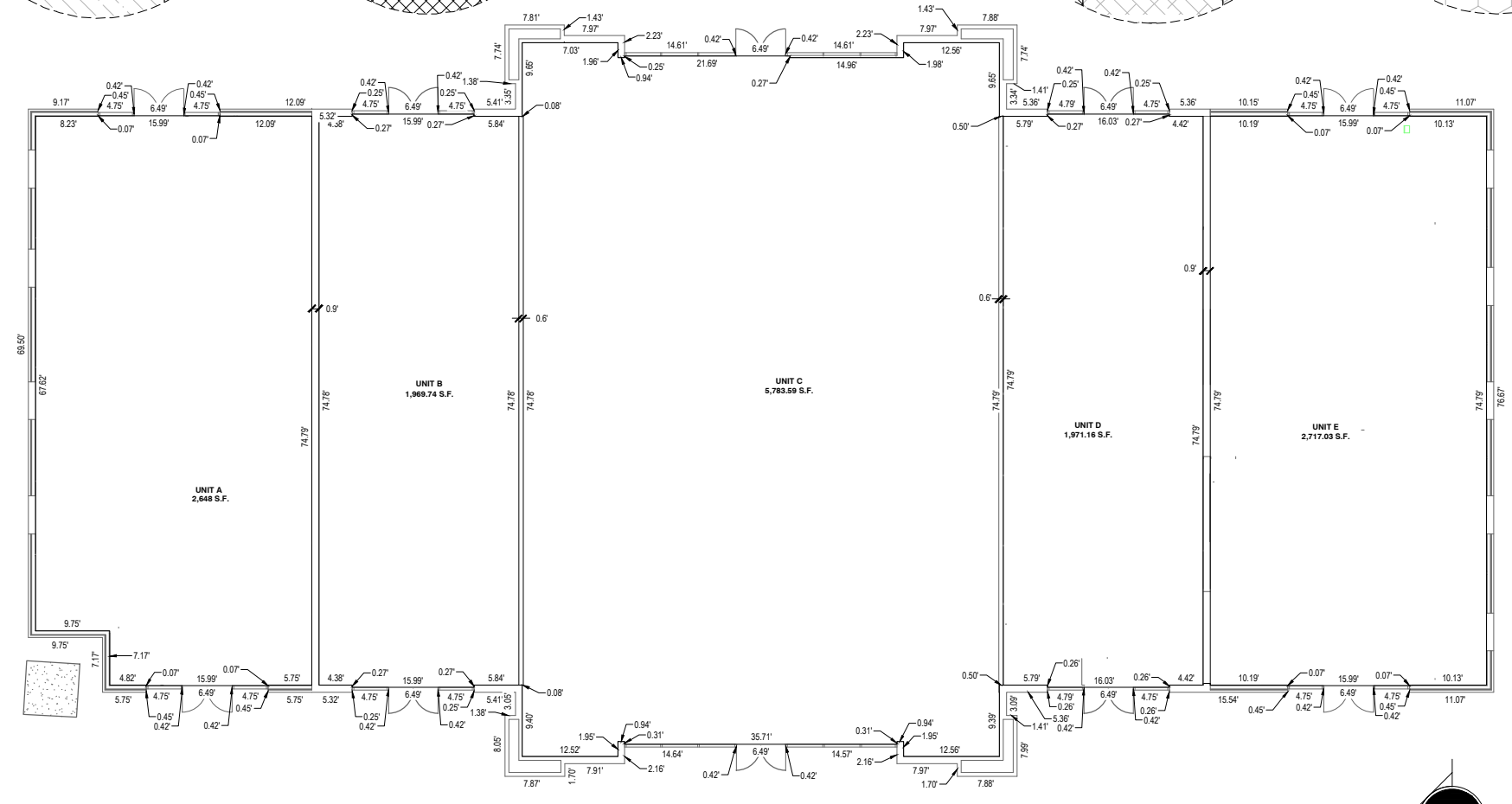
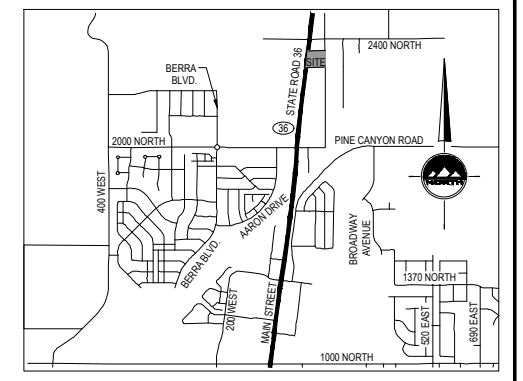
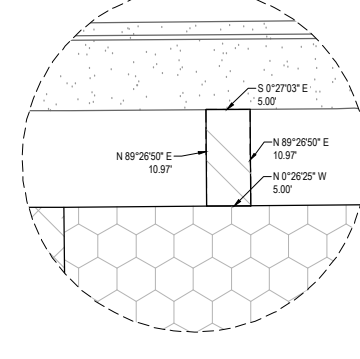


DOUGLAS ORTHOPEDIC CONDOMINIUM PLAT
FINAL PLAT
 (AMENDING AND VACATING LOT 2 OF STRAWBERRY MINOR SUBDIVISION #1)
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, THE
 TOWNSHIP 3 SOUTH, RANGE 4 WEST,
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 TOOELE CITY, TOOELE COUNTY, UTAH

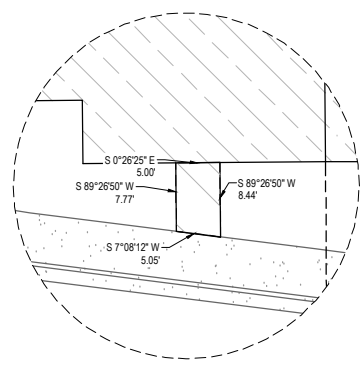
DETAIL D
 1"=10' SCALE



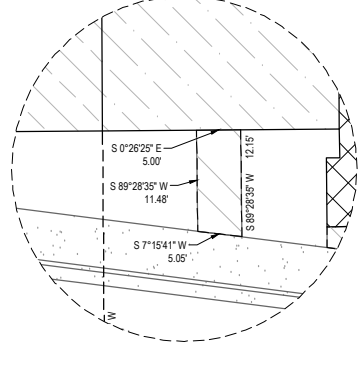
DETAIL E
 1"=10' SCALE



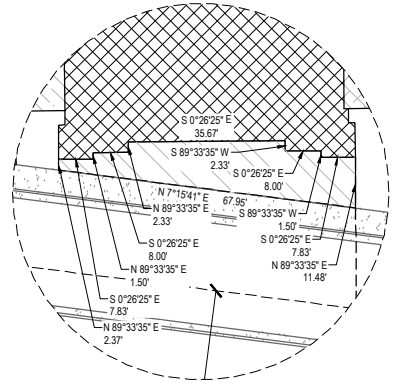
1 MAIN LEVEL FLOOR PLAN
 SCALE: 1" = 10'



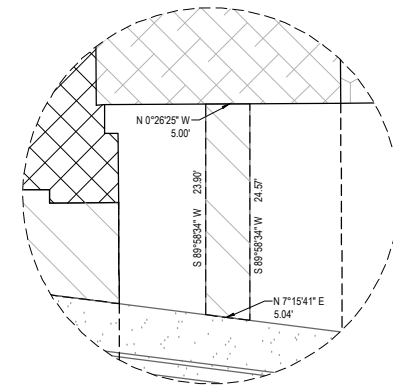
DETAIL J
 1"=10' SCALE



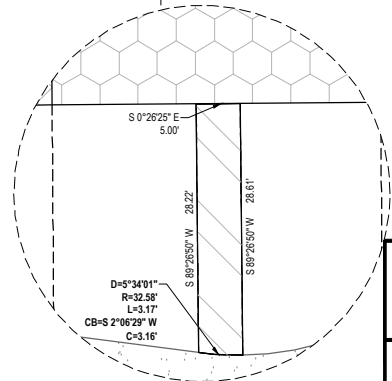
DETAIL I
 1"=10' SCALE



DETAIL H
 1"=20' SCALE

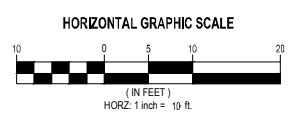


DETAIL G
 1"=10' SCALE



DETAIL F
 1"=10' SCALE

NOTES
 1. THE BOUNDARY FOR EACH CONDOMINIUM (A,B,C,D & E) IS DEFINED BY THE DIMENSIONED INTERIOR WALLS.



EN SIGN
 THE STANDARD IN ENGINEERING

TOOELE
 169 North Main Street Unit 1
 Tooele, Utah 84074
 Phone: 435.843.3590
 Fax: 435.578.0108

SALT LAKE CITY
 LAYTON
 RICHFIELD
 Cedar City
 Phone: 435.865.1453
 Phone: 435.896.2883

WWW.ENSIGNING.COM

SHEET 2 OF 3

PROJECT NUMBER : T18686
 STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE
 REQUEST OF :
 DATE: _____ TIME: _____
 CHECKED BY : D. KINSMAN
 DATE: 10/13/23

DEVELOPER
 JOHN DOUGLAS D.O.
 2396 N. 400 E.
 TOOELE CITY, UT 84074
 435-849-1595



DOUGLAS ORTHOPEDIC CONDOMINIUM PLAT
 (AMENDING AND VACATING LOT 2 OF STRAWBERRY MINOR SUBDIVISION #1)

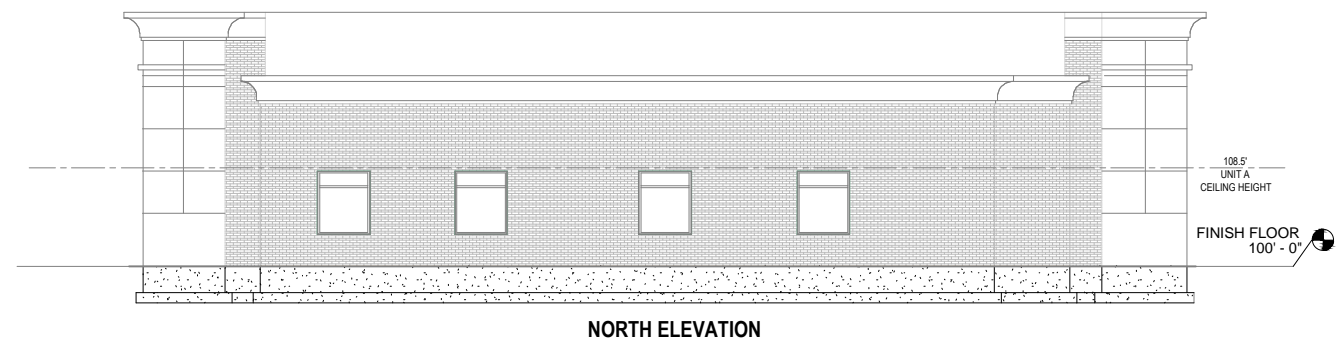
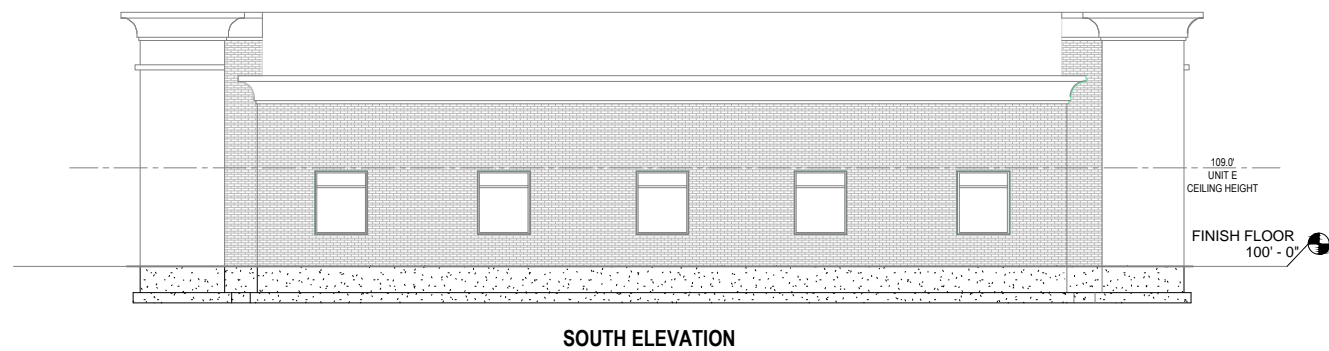
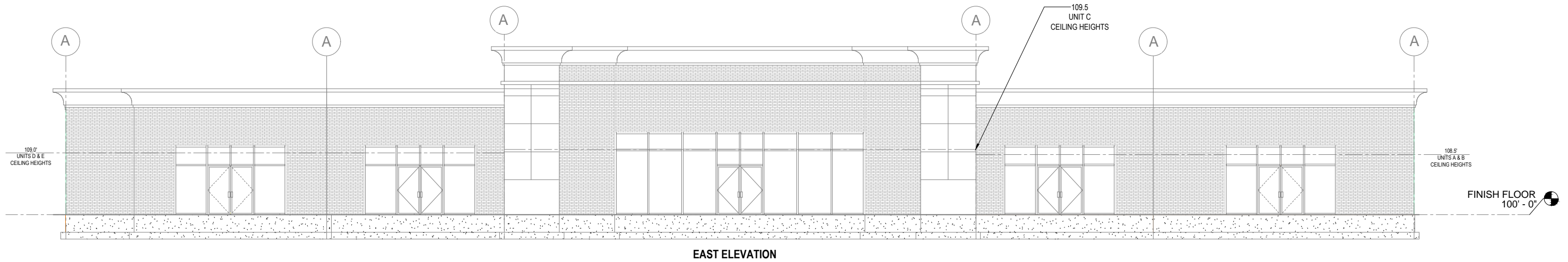
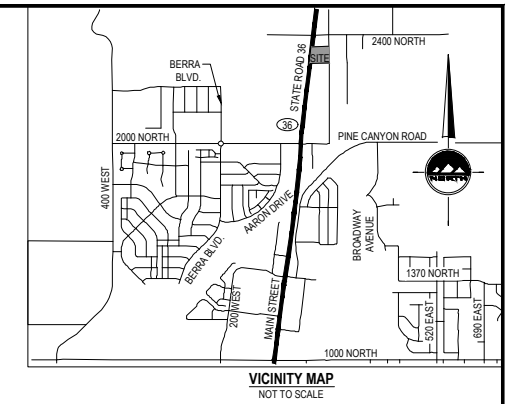
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9,
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 SALT LAKE BASE AND MERIDIAN
 TOOELE CITY, TOOELE COUNTY, UTAH

TOOELE COUNTY RECORDER

RECORDED # _____
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 CALL BLUESTAKES
 @ 811 AT LEAST 48 HOURS
 PRIOR TO THE
 COMMENCEMENT OF ANY
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 Know what's below.
 Call before you dig.

DOUGLAS ORTHOPEDIC CONDOMINIUM PLAT
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 SALT LAKE BASE AND MERIDIAN
 TOOELE CITY, TOOELE COUNTY, UTAH



NOTES
 (A) DIVIDING WALL BETWEEN UNITS.

DEVELOPER
 JOHN DOUGLAS D.O.
 2356 N. 400 E.
 TOOELE CITY, UT 84074
 435-849-1595



EN SIGN
 THE STANDARD IN ENGINEERING
 WWW.ENSIGNING.COM

TOOELE
 1655 North Main Street Unit 1
 Tooele, Utah 84074
 Phone: 435.843.3590
 Fax: 435.578.0108

SALT LAKE CITY
 Phone: 801.236.9509
 LAYTON
 Phone: 801.547.1100
 CEDAR CITY
 Phone: 435.865.1453
 RICHFIELD
 Phone: 435.856.2883

SHEET 3 OF 3

PROJECT NUMBER : T1869E
 MANAGER : D. KINSMAN
 DRAWN BY : T. HUSSEY
 CHECKED BY : D. KINSMAN
 DATE : 10/13/23

DOUGLAS ORTHOPEDIC CONDOMINIUM PLAT
 (AMENDING AND VACATING LOT 2 OF STRAWBERRY MINOR SUBDIVISION #1)

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9,
 THE TOWNSHIP 3 SOUTH, RANGE 4 WEST,
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 TOOELE CITY, TOOELE COUNTY, UTAH

TOOELE COUNTY RECORDER

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 STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE
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 DATE : _____ TIME : _____
 FEES : _____ TOOELE COUNTY RECORDER

TOOELE CITY CORPORATION

RESOLUTION 2024-46

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AND RATIFYING AN AGREEMENT WITH J-U-B ENGINEERS FOR PUBLIC IMPROVEMENT INSPECTIONS.

WHEREAS, on August 6, 2014, the City Council approved Resolution 2014-37, approving a Settlement Agreement for the Overlake project in Tooele City, dated the same date; and,

WHEREAS, Section 8 of the Agreement requires the Developer Parties to obtain public improvement inspections from a third-party firm, all costs being advanced to the City, which supervises the inspection and manages the inspection agreement:

- 8. Future Public Improvement Inspections.** For all future developments in Overlake, the Developer Parties shall not be required to pay the City's regular public improvement inspection fee. Instead, public improvement inspections shall be performed by an engineering/inspection firm approved in advance, in writing, by both the City and whichever of the Developer Parties is proposing the development. The City may supervise all third-party inspection activities and evaluate all inspection reports to determine compliance with applicable City standards. The Developer Parties shall advance to the City all reasonably anticipated third-party inspection costs associated with any given subdivision or other development application. The Developer Parties shall also advance to the City all anticipated City costs associated with third-party inspections for any given subdivision plat or other development application, including the reasonable and actual wages of those City employees directly involved in such reviews. The City shall, from time to time, but no less often than the completion of each phase of development, provide a schedule of the actual third-party inspection costs to the Developer Parties. The Developer Parties shall promptly reimburse the City in the event the actual third-party inspection costs are more than those previously advanced, and the City shall promptly refund the balance in the event such costs are less than those previously advanced. The provisions of this paragraph are assignable only to parties affiliated with the Developer Parties as determined by regulations of the Internal Revenue Service. This provision shall expire on August 7, 2024.

WHEREAS, Agreement Section 8 was invoked in 2015 for Overlake Phase 1L, phase 1 (see Horrocks agreement attached as Exhibit A, approved by Resolution 2015-32, July 15, 2015); and,

WHEREAS, at the request of the Developer Parties, Tooele City has agreed to a "Waiver of Section 8" allowing the City to assess its regular inspection fees and to perform its regular inspections, on four occasions (see Waiver of Section 8 agreements attached as Exhibit B):

- July 22, 2019, for Overlake Phase 1L, phase 2 (Resolution 2019-52, approved July 17, 2019)

- August 19, 2020, for Overlake Phase 1A, phase 1 (Resolution 2020-68, approved August 19, 2020)
- May 19, 2021, for Overlake Phase 1L, phase 3 (Resolution 2021-51, approved May 19, 2021)
- March 22, 2022, for Overlake Phase 2A, phase 2 (Resolution 2022-22, approved April 6, 2022)

WHEREAS, Perry Development LLC (“Perry”) has selected J-U-OB Engineers, Inc. (“JUB”) to perform the public improvement inspections for the 3100 North Road Improvement project, under authority of Section 8 (see JUB agreement attached as Exhibit C); and,

WHEREAS, the contractual relationship under the JUB agreement is between JUB and Tooele City, consistent with Section 8, and Perry will pay JUB’s and the City’s costs, according to Section 8:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE CITY COUNCIL that the agreement attached as Exhibit C, is hereby approved, and that the Mayor is authorized to sign the same.

This Resolution shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

2015 Horrocks Agreement

AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and Horrocks Engineers of 2162 West Grove Parkway, Suite 400, Pleasant Grove, Utah 84062, a corporation, (hereinafter "Contractor") enter into this Agreement on the 30th day of June, 2015 (the "Effective Date").

Now, therefore, in consideration of the promises contained in this Agreement, the City and the Contractor agree to the following:

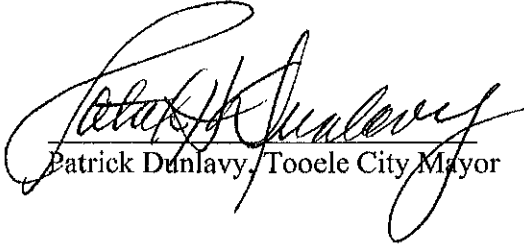
1. Services (Scope of Work). The Contractor shall provide the following services to the City: Provide third party public improvement inspections for, and in behalf of, Tooele City Corporation for the Overlake Phase 1L Subdivision for the purpose of determining compliance with applicable city public improvement standards. See attached fee estimate letter dated June 16, 2015 (Appendix A).
2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor's performance of the Services.
3. Compensation.
 - a. Rate. The City shall pay the Contractor the not to exceed sum of \$38,784 for fully performing the Services, pursuant to invoice.
 - b. Unit Cost Contract. This Agreement is a Unit Cost Contract." The contract Rate includes all costs and expenses associated with the provision of the Services. See Appendix A for unit costs and rates.
 - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by December 31, 2015.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$250,000.
 - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any act or omission of Contractor or its agents in performance of this Agreement. DECLARATION
JRH
 - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.
 - d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.

e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.

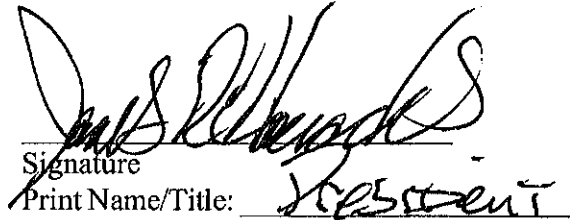
7. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.

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

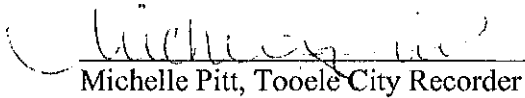
TOOELE CITY CORPORATION


Patrick Dunlavy, Tooele City Mayor

CONTRACTOR


Signature
Print Name/Title: Resident

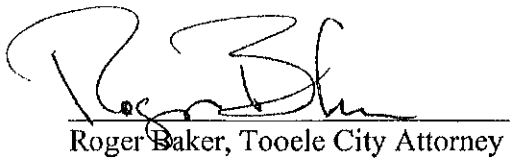
Attest:


Michelle Pitt, Tooele City Recorder

SEAL



Approved as to form:


Roger Baker, Tooele City Attorney

APPENDIX A

2162 West Grove Parkway,
Suite 400
Pleasant Grove, Utah 84062
www.horrocks.com

HORROCKS

E N G I N E E R S

Tel: 801.763.5100
Salt Lake line: 532.1545
Fax: 801.763.5101
In state toll free: 800.662.1644

June 16, 2015

Paul Hansen
Tooele City Engineer
90 N Main Street
Tooele, Utah 84074

Subject: Fee Estimate to provide Overlake Inspection Services

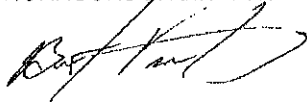
Dear Paul,

We are excited to begin work in this capacity with you and Tooele City. As requested, I have attached our estimated fees for the subject project. As you know, we originally provided a fee estimate based upon Perry Home's estimated trip and project durations. I have attached both the originally estimated cost per trip (Exhibit A) and projected total fees (Exhibit B).

In light of information we received at the preconstruction meeting, I think it would be wise to anticipate at least 30 additional minutes per visit for documentation. As such, I have increased the cost per trip accordingly and attached it in Exhibit C. Additionally, the contractor represented that they project a 120 day project (i.e. 86 working days). Exhibit D illustrates 86 days of inspections using both the original trip cost estimate and our recommended trip cost estimate.

I hope these are helpful in establishing an appropriate escrow for the project. We are aware that inspection hours are determined more by the project and its daily events than by a predetermined set of hours. We will work with Tooele in establishing the appropriate amount of time and documentation on this particular project. If you have any questions, feel free to contact me on my cell phone at (801) 510-7895 or at brentv@horrocks.com.

Sincerely,
HORROCKS ENGINEERS



Brent R. Ventura, P.E.
Principal/Project Manager

Cost per Visit						
Estimated per Perry's Proposed Hours						
Travel Time (hours)	Visit Time (hours)	Total Time (hours)	Rate (per Hour)	Travel Distance (miles)	Cost (per Mile)	Cost* (per visit)
1.5	1	2.5	\$64	80	\$0.63	\$210

*Note: Cost = Total Time (2.5 hours) X Rate (\$64 per hour) + Travel Distance (80 miles) X Cost (\$0.63 per mile)

**Tooele Inspections
Estimated per Perry's Projected Hours
Fee Estimate**

March 20, 2015

Infrastructure	Days for Construction	Visits per Day	Total Visits	Cost per Visit	Total Cost
Sewer	17	2	34	\$210	\$7,154
Water	18	2	36	\$210	\$7,574
Storm Drain	14	2	28	\$210	\$5,891
Roads	6	1	6	\$210	\$1,262
	55		104		\$21,882

Cost per Visit Including Discussed Record Keeping							
Travel Time (hours)	Visit Time (hours)	Documentation Time (hours)	Total Time (hours)	Rate (per Hour)	Travel Distance (miles)	Cost (per Mile)	Cost* (per visit)
1.5	1	0.5	3	\$64	80	\$0.63	\$242

*Note: Cost = Total Time (3 hours) X Rate (\$64 per hour) + Travel Distance (80 miles) X Cost (\$0.63 per mile)

Tooele Inspections
Including 120 Projections and Revised Trip Cost Estimate
Fee Estimate
 June 16, 2015

Infrastructure	Days for Construction	Visits per Day	Total Visits	Cost per Visit	Total Cost
Sewer	25	2	50	\$242	\$12,120
Water	27	2	54	\$242	\$13,090
Storm Drain	22	2	44	\$242	\$10,666
Roads	12	1	12	\$242	\$2,909
	86		160		\$38,784

Tooele Inspections
Including 120 Projections and Original Trip Cost Estimate
Fee Estimate
 June 16, 2015

Infrastructure	Days for Construction	Visits per Day	Total Visits	Cost per Visit	Total Cost
Sewer	25	2	50	\$210	\$10,520
Water	27	2	54	\$210	\$11,362
Storm Drain	22	2	44	\$210	\$9,258
Roads	12	1	12	\$210	\$2,525
	86		160		\$33,664

Exhibit B

Waiver of Section 8 Agreements (4)

WAIVER OF SECTION 8 OF OVERLAKE LITIGATION SETTLEMENT AGREEMENT

WITH RESPECT O PHASE 2 OF OVERLAKE PHASE 1L

This Limited Waiver of Settlement Agreement (this "Limited Waiver") is entered into as of the 22 day of July 2019 by and among L.H. Perry Investments, LLC and Perry Homes, Inc. (the "Waiving Parties") and Tooele City (the "City"). All defined terms not otherwise defined herein shall have the meanings ascribed thereto in that certain Settlement Agreement related to the Overlake Development dated August 6, 2014 to which the Waiving Parties and the City are parties (the "Settlement Agreement").

WHEREAS the City and the Waiving Parties desire by this Limited Waiver to waive the applicability of Section 8 of the Settlement Agreement to that certain real property planned to be developed by the Waiving Parties and commonly known as Phase 2 of Overlake Phase 1L as is further defined on EXHIBIT A, attached hereto (the "1L Phase 2 Property").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Waiving Parties and the City agree as follows:

1. Paragraph 8 of the Settlement Agreement shall be inapplicable to the 1L Phase 2 Property. Instead, the inspections of all public improvements installed by the Waving Parties at the 1L Phase 2 Property shall be subject to the regular public improvement inspection regime (including the payment of public improvement inspection fees) established by the City. There shall be no third-party inspections of the public improvements installed at the 1L Phase 2 Property.
2. Except for the waiver of Paragraph 8 of the Settlement Agreement with respect to the 1L Phase 2 Property, the Settlement Agreement remains in full force and effect. In the event of a conflict between the Settlement Agreement and this Limited Waiver, the provisions of this Limited Waiver shall govern.

IN WITNESS WHEREOF, the Parties have executed this Limited Waiver effective as the date first written above.

PERRY HOMES, INC.

L.H. PERRY INVESTMENTS, LLC

By: [Signature]
William O. Perry, IV, Legal Counsel

By: [Signature]
William O. Perry, IV, Manager

TOOELE CITY

By: [Signature]
Name: Debra E Winn
Title: Mayor

[Signature]
ATTEST: City Recorder



WAIVER OF SECTION 8 OF OVERLAKE LITIGATION SETTLEMENT AGREEMENT

WITH RESPECT TO PHASE 1 OF OVERLAKE PHASE 2A

This Limited Waiver of Settlement Agreement (this "Limited Waiver") is entered into as of the 19th day of August, 2020 by and among L.H. Perry Investments, LLC and Perry Homes, Inc. (the "Waiving Parties") and Tooele City (the "City"). All defined terms not otherwise defined herein shall have the meanings ascribed thereto in that certain Settlement Agreement related to the Overlake Development dated August 5, 2014 to which the Waiving Parties and the City are parties (the "Settlement Agreement").

WHEREAS the City and the Waiving Parties desire by this Limited Waiver to waive the applicability of Section 8 of the Settlement Agreement to that certain real property planned to be developed by the Waiving Parties and commonly known as Phase 1 of Overlake Phase 2A as is further defined on EXHIBIT A, attached hereto (the "2A Phase 1 Property").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Waiving Parties and the City agree as follows:

1. Paragraph 8 of the Settlement Agreement shall be inapplicable to the 2A Phase 1 Property. Instead, the inspections of all public improvements installed by the Waving Parties at the 2A Phase 1 Property shall be subject to the regular public improvement inspection regime (including the payment of public improvement inspection fees) established by the City. There shall be no third-party inspections of the public improvements installed at the 2A Phase 1 Property.
2. Except for the waiver of Paragraph 8 of the Settlement Agreement with respect to the 2A Phase 1 Property, the Settlement Agreement remains in full force and effect. In the event of a conflict between the Settlement Agreement and this Limited Waiver, the provisions of this Limited Waiver shall govern.

IN WITNESS WHEREOF, the Parties have executed this Limited Waiver effective as the date first written above.

PERRY HOMES, INC.

L.H. PERRY INVESTMENTS, LLC

By: [Signature]
William O. Perry, IV, Legal Counsel

By: [Signature]
William O. Perry, IV, Manager

TOOELE CITY

By: [Signature]
Name:
Title:

[Signature]
ATTEST: City Recorder



Approved as to Form:
[Signature]

**WAIVER OF SECTION 8 OF OVERLAKE LITIGATION SETTLEMENT AGREEMENT
WITH RESPECT TO PHASE 3 OF OVERLAKE PHASE 1L**

This Limited Waiver of Settlement Agreement (this "Limited Waiver") is entered into as of the 10th day of May, 2021 by and among L.H. Perry Investments, LLC and Perry Homes, Inc. (the "Waiving Parties") and Tooele City (the "City"). All defined terms not otherwise defined herein shall have the meanings ascribed thereto in that certain Settlement Agreement related to the Overlake Development dated August 6, 2014 to which the Waiving Parties and the City are parties (the "Settlement Agreement").

WHEREAS the City and the Waiving Parties desire by this Limited Waiver to waive the applicability of Section 8 of the Settlement Agreement to that certain real property planned to be developed by the Waiving Parties and commonly known as Phase 3 of Overlake Phase 1L as is further defined on EXHIBIT A, attached hereto (the "1L Phase 3 Property").

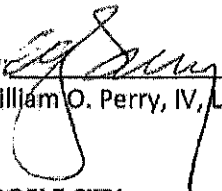
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Waiving Parties and the City agree as follows:

1. Paragraph 8 of the Settlement Agreement shall be inapplicable to the 1L Phase 3 Property. Instead, the inspections of all public improvements installed by the Waiving Parties at the 1L Phase 3 Property shall be subject to the regular public improvement inspection regime (including the payment of public improvement inspection fees) established by the City. There shall be no third-party inspections of the public improvements installed at the 1L Phase 3 Property.
2. Except for the waiver of Paragraph 8 of the Settlement Agreement with respect to the 1L Phase 3 Property, the Settlement Agreement remains in full force and effect. In the event of a conflict between the Settlement Agreement and this Limited Waiver, the provisions of this Limited Waiver shall govern.

IN WITNESS WHEREOF, the Parties have executed this Limited Waiver effective as the date first written above.

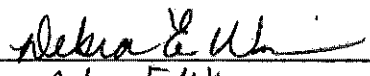
PERRY HOMES, INC.

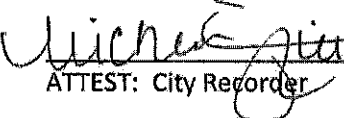
L.H. PERRY INVESTMENTS, LLC

By: 
William O. Perry, IV, Legal Counsel

By: 
William O. Perry, IV, Manager

TOOELE CITY

By: 
Name: Debra E. Winn
Title: Mayor


ATTEST: City Recorder

Approved as to Form:


Tooele City Attorney

**WAIVER OF SECTION 8 OF OVERLAKE LITIGATION SETTLEMENT AGREEMENT
WITH RESPECT TO PHASE 2 OF OVERLAKE PHASE 2A**

This Limited Waiver of Settlement Agreement (this "Limited Waiver") is entered into as of the 15 day of April, 2022 by and among L.H. Perry Investments, LLC and Perry Homes, Inc. (the "Waiving Parties") and Tooele City (the "City"). All defined terms not otherwise defined herein shall have the meanings ascribed thereto in that certain Settlement Agreement related to the Overlake Development dated August 6, 2014 to which the Waiving Parties and the City are parties (the "Settlement Agreement").

WHEREAS the City and the Waiving Parties desire by this Limited Waiver to waive the applicability of Section 8 of the Settlement Agreement to that certain real property planned to be developed by the Waiving Parties and commonly known as Phase 2 of Overlake 2A as is further defined on EXHIBIT A, attached hereto (the "2A Phase 2 Property").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Waiving Parties and the City agree as follows:

1. Paragraph 8 of the Settlement Agreement shall be inapplicable to the 2A Phase 2 Property. Instead, the inspections of all public improvements installed by the Waiving Parties at the 2A Phase 2 Property shall be subject to the regular public improvement inspection regime (including the payment of public improvement inspection fees) established by the City. There shall be no third-party inspections of the public improvements installed at the 2A Phase 2 Property.
2. Except for the waiver of Paragraph 8 of the Settlement Agreement with respect to the 2A Phase 2 Property, the Settlement Agreement remains in full force and effect. In the event of a conflict between the Settlement Agreement and this Limited Waiver, the provisions of this Limited Waiver shall govern.

IN WITNESS WHEREOF, the Parties have executed this Limited Waiver effective as the date first written above.

PERRY HOMES, INC.

L.H. PERRY INVESTMENTS, LLC

By: [Signature]
William O. Perry, IV, Legal Counsel

By: [Signature]
William O. Perry, IV, Manager

TOOELE CITY

By: [Signature]
Name: Debra E Winn
Title: Mayor

[Signature]
ATTEST: City Recorder



Approved as to Form:

[Signature]
Tooele City Attorney

Exhibit C

JUB Agreement



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **JUB Engineers, Inc.** of **392 E. Winchester St. Ste. 300 Salt Lake City, Utah 84107**, a company, (hereinafter “Contractor”) enter into this Agreement on the **May 17, 2024** (the “Effective Date”).

Now, therefore, in consideration of the promises contained in this Agreement, the City and the Contractor agree to the following:

1. Services (Scope of Work). The Contractor shall provide the following services to the City:

See Attachment A – Scope of Services, Basis of Fee, and Schedule for the 3100 North Road Improvement
2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor’s performance of the Services.
3. Compensation.
 - a. Rate. The City shall pay the Contractor the sum of **\$199,600.00** for fully performing the Services, pursuant to invoice.
 - b. Total Cost Contract. This Agreement is a “Total Cost Contract.” The contract Rate includes all costs and expenses associated with the provision of the Services.
 - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by **November 13, 2024**.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$250,000.
 - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage to the extent caused by any breach of contract, or any negligent, reckless or intentional act or omission of Contractor or its agents in performance of this Agreement.
 - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.

- d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.
 - e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
 - f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.
7. Business License. Contractor shall obtain a Tooele City business license as required by Tooele City Code §5-1-1 *et seq.*
 8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.
 9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION


CONTRACTOR



 Debra E. Winn, Tooele City Mayor

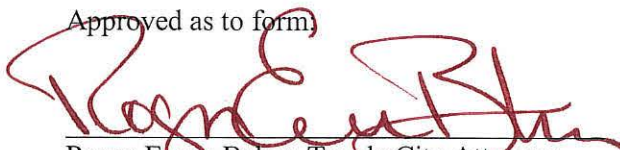
 Signature
 Print Name/Title: _____

Attest:



 Michelle Y. Pitt, Tooele City Recorder



Approved as to form:


 Roger Evans Baker, Tooele City Attorney



UTAH RETIREMENT SYSTEMS POST-EMPLOYMENT/POST-RETIREMENT RESTRICTIONS ACT CERTIFICATION & RELEASE

Tooele City is a Utah Retirement System (URS) participating agency. As a participating agency, post-retirement employment/vendor/contractor rules apply. Post-retirement employment means returning to work either on our payroll or as a vendor/contractor for a URS participating employer following your retirement date with the Utah Retirement Systems. Different standards apply depending on whether you return to work within one year or after one year from your retirement date with URS.

You must separate from employment (including part-time and vendor/contractor arrangements) with any participating employer for one year following your retirement date with URS, unless eligible exclusions apply.

You are responsible for understanding post-retirement employment rules and ensuring there is no violation of such rules by providing services to Tooele City Corporation. **If you have any questions, call the URS office at 801-366-7770 or 800-695-4877 before you begin any work for or provide any services to Tooele City.**

CHECK APPLICABLE BOX:

- Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: _____ Social Security Number: _____

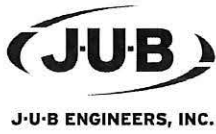
Name: _____ Social Security Number: _____

[State law requires that the City, through Human Resources, provide such information to URS.]

As a condition of doing business with Tooele City, you hereby accept responsibility and waive all claims of joint liability against Tooele City for any violations of the URS post-retirement re-employment/vendor/contractor rules.

Contractor Signature

Date



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: 3100 North Road Improvement, Tooele, Ut

CLIENT: Tooele City, Utah

J-U-B PROJECT NUMBER: 83-24-016

CLIENT PROJECT NUMBER: N/A

ATTACHMENT TO:

AGREEMENT DATED: 5/15/2024; or

AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED: Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

Perry Development, LLC, (DEVELOPER) intends to construct a roadway and utilities at 3100 North for the future Compass Point Development in Tooele, Ut. The City requires a third-party construction inspection of the improvements.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 010: Project Administration

1. Subtask – 001: Project Management

- a. Provide project updates to CLIENT. Oversee project tasks and staffing to manage project status, budget and schedule.
- b. Provide a monthly J-U-B invoice including budget status.

2. Subtask – 002: Project Closeout

- a. Acquire record drawings. The record drawings will be provided by the contractor and reviewed based on information gathered during field observations as well as information provided by others. The Design Engineer will finalize and stamp the Record Drawings.
- b. Archive paper and electronic files and records.
- c. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.

B. Task 020: Construction Inspection Services

1. Subtask - 001: Inspections

- a. Conduct Daily Inspections – This task involves observation, inspection, and reporting of improvements. Inspections will be conducted up to twice a day depending upon work activities. J-U-B inspection staffing will consist of one primary inspector and one lead technical inspector (supervisor) for review and staffing backfill.

- b. Meetings – J-U-B will attend the following anticipated meetings:
 - i. Preconstruction meeting to be conducted by the City.
 - ii. Weekly construction activity meeting at the site.
 - iii. Monthly meeting with the City as required.
- c. Submittals and Shop Drawings - Review submitted shop drawings, Quality Control Plan and all submittals required by the Contract Documents. Submittals shall be delivered to the City for staff review and approval after internal review by J-U-B. Transmit all submittals comments and reviews to the Contractor for their use and/or revisions and resubmittal.
- d. Provide office administration support and assistance to the on-site inspectors as field activities may require.
- e. Quality Control Testing coordination - Monitor and coordinate Contractor Quality Control Testing Program pursuant to current APWA specifications for Quality Assurance. It is assumed that Quality Control will be conducted by a third party Materials Testing Firm.
- f. Conduct Final Inspection and Substantial Completion inspections.
- g. Assumptions:
 - i. Travel and mileage shall be tracked by J-U-B inspector and included in monthly billings. Daily travel is authorized between inspector's J-U-B SLC home office and Tooele City as required for inspections.
 - ii. J-U-B will utilize a City provide online data collection (Google Drive) to download reporting and documentation.
 - iii. Variances and non-conforming work – J-U-B personnel are not authorized to grant variances to City standards. Non-conforming work will follow City protocol for correction notification and re-inspections. In cases where variances are granted by the City, City shall provide supervisory staff available via telephone or in person to answer questions and provide direction on variance requests.
 - iv. Conflicts arising from contractor non-compliance will be deferred to City for resolution.
 - v. Inspection logs – Daily inspection logs will be kept by J-U-B personnel and transmitted daily to supervisory staff for review.
 - vi. Begin construction on May 13, 2024. Scheduled end construction on October 5, 2024. This includes 101 weekday construction days.
 - vii. Included additional 40 days for weekend work and/or an elongated construction schedule if needed.
 - viii. Inspection/Observation workload is assumed to be six hours per day, including daily travel time of 1.5 hours per trip.
 - ix. It is assumed the primary inspector and supervisor will split the weekly inspection workload at 80/20.
 - x. Inspections will conform to the Tooele City Public Works Inspection Requirements, see attached document. J-U-B is not responsible for Third Party Inspections.
- h. Deliverables:
 - i. Inspection Reports (Daily) submitted electronically.
 - i. Exclusions:
 - (a) Quality Control testing will be conducted by a third party.
 - (b) Environmental documentation.

C. Task 003: Additional Inspection Days

- a. The additional inspection days establishes a pre-authorized budget for additional inspection days that may be requested by the CLIENT's Authorized Representative and performed by J-U-B upon mutual agreement of scope, budget, and schedule.
- b. J-U-B will not exceed the pre-authorized amount without CLIENT approval.
- c. Assumed to be \$1,000 per day per additional inspection day outside of items included in Task 002.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. Legal Counsel.
 2. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance of J-U-B's services, or a defect or nonconformance in J-U-B's services, the Work, or in the performance of any contractor.
 3. Arrange for safe access to and make all provisions for J-U-B to enter upon public and private property as required for J-U-B to perform services under the Agreement.
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. **Period of Services**
1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
 2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.
- C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
010	Project Administration	Time and Materials (Estimated Amount Shown)	\$9,900	Start May 13 (Fees based on a 120 calendar day construction period)
020	Construction Inspection Services	Time and Materials (Estimated Amount Shown)	\$169,700	Start May 13 (Fees based on a 120 calendar day construction period)
030	Additional Inspection Days	Time and Materials	\$20,000	As needed
Total:			\$199,600	

E. The above fees were developed from the Work Breakdown Structure (WBS) attached as Exhibit 1-A.

F. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com

Exhibit(s):

- Exhibit 1-A: Work Breakdown Structure
- Tooele City Required Inspections by Public Works and 3rd Party. Third Party Inspections items are not applicable to this agreement.

For internal J-U-B use only:

PROJECT LOCATION (STATE): Utah

TYPE OF WORK: City

R&D: No

GROUP: Municipal

PROJECT DESCRIPTION(S):

1. Traffic/Transportation (T03)
2. Municipal/Utility Engineering (203)

EXHIBIT 1-X: WORK BREAKDOWN STRUCTURE
BASIS OF FEE ESTIMATE



Project Title, Client: 3100 North Road Improvements, Tooele City
 Project Number: 83-24-016
 Prepared By: LKA

		Allen, Lizel	Perea, Richard	Steab, Kara	Holm, Brooke	Marble, Emily				
Task Number	Subtask Number	Task/Subtask Name / Activity Description	Program Manager	Construction Manager - Senior	Project Designer	Project Accountant - Senior	Administrative Assistant - Senior	J-U-B Expenses	Subconsultant Expenses	Total Compensation
010		Project Management	29	0	6	17	0	\$0	\$0	\$9,900
010	001	Project Administration	25	0	0	9	0	\$0	\$0	\$7,100
		Set up project in Vision	1			1		\$0	\$0	\$400
		Project Updates	16					\$0	\$0	\$3,800
		Monthly invoicing	8			8		\$0	\$0	\$2,900
010	002	Project Closeout	4	0	6	8	0	\$0	\$0	\$2,800
		Acquire record drawings			6			\$0	\$0	\$900
		Archive files and records	2			4		\$0	\$0	\$1,000
		Close financial and accounting records	2			4		\$0	\$0	\$1,000
020		Construction Inspection Services	24	165	830	0	20	\$6,600	\$0	\$169,700
020	001	Inspections	24	165	830	0	20	\$6,600	\$0	\$169,700
		Conduct daily inspections		120	726			\$6,600	\$0	\$137,400
		Meetings	20					\$0	\$0	\$4,800
		Submittals and shop drawings review		30	80			\$0	\$0	\$18,100
		Office Administration					20	\$0	\$0	\$1,700
		Quality Control Testing Coordination		15	20			\$0	\$0	\$6,200
		Final and substantial completion inspections	4		4			\$0	\$0	\$1,500
030		Additional Inspection Days - Contingency	0	0	0	0	0	\$20,000	\$0	\$20,000
030	001	Additional Inspection Days	0	0	0	0	0	\$20,000	\$0	\$20,000
		Additional Inspection Days - \$1000/Day						\$20,000	\$0	\$20,000
Total Hours			53	165	836	17	20			1,091
Total Costs			\$12,700	\$36,200	\$120,300	\$2,100	\$1,700	\$26,600	\$0	\$199,600



Public Works Department
90 N Main St. Suite 101
Tooele, Utah 84074
Phone: 435.843.2130

List of required inspections by Public Works and 3rd Party.
Public Works inspections need to be scheduled at least 24 hours in advance.
Public Works Office (435) 843-2130

SEWER

INSPECTIONS

- Placement of pipe/Manholes and GIS shots
- Slope- Main line and laterals to back of walk
- Backfill- Compaction process, Provide density locations
- Review video check for slope, pipe conditions and make correction notes/approval
- Review Density reports for approval, verify spacing meets spec.

~~THIRD PARTY INSPECTIONS:~~

- ~~○ Compaction / Density~~
- ~~○ Video / Cleaning~~
- ~~○ Mandrel~~

WATER

INSPECTIONS:

- Placement of pipe and GIS shots
- Tie-ins to existing system
- Thrust Block both pre and post pour inspection
- Backfill- Compaction process, Provide density locations
- High Chlorine
- Flush and back to low chlorine
- Hydrostatic test
- Bac-T's

~~THIRD PARTY INSPECTIONS:~~

- ~~○ Compaction / Density~~

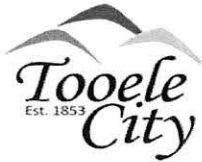
STORM DRAIN

INSPECTIONS:

- Placement of Pipe/Boxes/Manholes/Inlets for GIS
- Tie-ins to existing system
- Boxes/Manholes/Inlets Grout inspection
- Review video and make correction notes/approval
- Review Density reports for approval, verify spacing meets spec.

~~THIRD PARTY INSPECTIONS:~~

- ~~○ Compaction / Density~~
- ~~○ Video~~
- ~~○ Volume of Ponds~~



CURB & GUTTER

INSPECTIONS:

- Forms
- Subgrade proof roll
- Final grade proof roll Provide density locations
- Review Density reports for approval, verify spacing meets spec.
- Placement- concrete is tested and is within spec (Air / Slump / Temp, ect.)
- Verify slope percentages match spec
- Concrete mix design
- Verify flow after pour
- Water ways (Rebar, Concrete tests, Cylinders)

THIRD PARTY INSPECTIONS:-

- ~~Compaction / Density~~
- ~~Truck ticket~~
- ~~Concrete Testing (Air / Slump / Temp, ect.)~~
- ~~Cylinder Breaks~~

SIDEWALK

INSPECTION:

- Forms- 6" full face forms
- Compaction- Proof roll if possible, Review Density reports for approval, verify spacing meets spec.
- Placement- concrete is tested and is within spec (Air / Slump / Temp, ect.)
- 2% max slope
- 2% slope from sidewalk to TBC

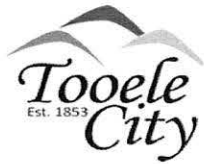
THIRD PARTY INSPECTIONS:-

- ~~Base Compaction / Density~~
- ~~Truck ticket on tested truck~~
- ~~Concrete Testing (Air / Slump / Temp, ect.)~~
- ~~Cylinder Breaks~~
- ~~ADA ramps are poured to spec (as-builts)~~

ROAD

INSPECTIONS:

- Base- proof roll subgrade, proof roll final grade. Call out any areas that need repaired
- Review Density reports for approval, verify spacing meets spec.
- Review mix design for approval
- Placement- Check Ticket verify the right mix design,
- Verify asphalt temp- at placement and before final compaction verify both are within spec
- Review rolling pattern with operator to ensure compaction is met by min temperature, and over compaction is avoided



Public Works Department
90 N Main St. Suite 101
Tooele, Utah 84074
Phone: 435.843.2130

- ~~THIRD PARTY INSPECTIONS:-~~
 - ~~o Compaction / Density (Native and Base)-~~
 - ~~o Density (Asphalt)-~~

STREET LIGHTS

- INSPECTIONS:
 - o Base inspection- Rebar, base, bolt pattern, Concrete ticket
 - o Bolts pattern after poured
 - o Power connection- Inspect: Wire, Junction box/POD box, Fuse, Connectors, conduit placement.
All meet spec
 - o Collect as-builts and supply them to RMP for connection
 - o After install verify street lights are working with a 10 day burn test provided contractor
- ~~THIRD PARTY INSPECTIONS:-~~
 - ~~Concrete testing-~~
 - ~~Electric connection (RMP inspector)-~~

- ❖ Any changes made to the plans should be drawn up by your engineer and submitted to Tooele city for approval and a copy of the new plans (PDF and CAD) should then be used on site moving forward.
- ❖ At the beginning of your Final inspection, As-Builts should be submitted in CAD and PDF format.

TOOELE CITY CORPORATION

RESOLUTION 2024-50

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH BROKEN ARROW, INC., FOR THE 1000 NORTH 100 EAST INTERSECTION AND ROADWAY IMPROVEMENTS.

WHEREAS, Tooele City has more than 225 lane miles of public roadway located within the City limits for which it has maintenance and,

WHEREAS, a significant number of those roadways require maintenance in varying levels of effort in order to maintain reasonably safe and convenient public access and to extend the life of those roadways; and,

WHEREAS, the City receives State roadway assistance (Road "C") funds together with additional funding from the State of Utah, which funds are to be used by the City for public roadway pavement maintenance and repair; and,

WHEREAS, the City needs to make roadway improvements at the intersection of 1000 North and 100 East in conjunction with the installation of a new signal light; and,

WHEREAS, the City solicited bids for the 1000 North 100 East Intersection and Roadway Improvements Project in accordance with the procedures of §72-6-108, Utah Code Annotated, as amended; and,

WHEREAS, Broken Arrow, Inc., has submitted a cost proposal of \$284,550, which is the lowest responsible responsive bid for the Project. A copy of the Bid Tabulation is attached as Exhibit A; and,

WHEREAS, the City Administration requests an additional appropriation of about 5% in the amount of \$14,000 as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that

1. the agreement attached as Exhibit B with Broken Arrow, LLC, is hereby approved, in the amount of \$284,550 for completion of the Project; and,
2. an additional \$14,000 contingency is hereby approved, which may be used for changed conditions as reviewed and approved by the Mayor.

This Resolution shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this _____ day of _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

EXHIBIT A

Bid Tabulation

BID TABULATION
1000 North 100 East Intersection and Roadway Improvements

Bid Opening - May 15, 2024

Bid Item No.	Item Description	Broken Arrow Inc.	England Construction
1-1	Mobilization	\$20,200.00	\$85,000.00
1-2	Traffic Control	\$6,060.00	\$16,000.00
1-3	Construction Staking	\$5,400.00	\$6,000.00
1-4	Quality Control	\$6,000.00	\$6,000.00
1-5	Excavation Grading (Plan Quantity)	\$27,324.54	\$40,905.00
1-6	Remove Fence	\$2,369.13	\$942.00
1-7	Remove Inlet Box	\$1,510.00	\$1,500.00
1-8	Relocate 1" Water Meter	\$13,388.00	\$21,000.00
1-9	Relocate Mailbox	\$2,166.00	\$150.00
1-10	Storm Drain Manhole	\$16,119.00	\$17,500.00
1-11	Single Storm Drain Inlet	\$5,635.00	\$8,000.00
1-12	RCO Ppe - 15" Dia.	\$2,655.72	\$10,800.00
1-13	Concrete Curb and Gutter	\$30,320.55	\$32,193.00
1-14	Concrete Sidewalk	\$15,470.70	\$9,540.00
1-15	Concrete Driveway	\$10,853.88	\$9,584.00
1-16	Pedestrian Curb Ramp	\$9,120.00	\$5,200.00
1-17	Untreated Base Course (Plan Quantity)	\$14,902.86	\$30,414.00
1-18	Hot Mix Asphalt - ½ inch	\$84,348.16	\$70,459.10
1-19	Gravel Driveway Approach	\$2,546.53	\$2,695.00
1-20	Signing and Striping	\$8,160.00	\$20,000.00
Total Bid		\$284,550.07	\$393,882.10

EXHIBIT B

Agreement:

Broken Arrow, Inc.

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

1000 North 100 East Intersection and Roadway Improvements

This Contract is by and between Tooele City Corporation (Owner) and Broken Arrow Inc. (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. 1000 North 100 East Intersection and Roadway Improvements, which includes improvement to the intersection of 1000 North and 100 East by widening the roadway width, utility relocations, and new striping. Coordinate with Cache Valley Electric as they will install the new traffic signals. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located at the 1000 North 100 East intersection of Tooele, Utah (40.55042, -112.29530).

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
1. This Contract.
 2. Performance bond.
 3. Payment bond.
 4. Specifications listed in the Table of Contents.
 5. Drawings as listed on the Drawing Sheet Index.
 6. Addenda.
 7. Exhibits to this Contract (enumerated as follows):
 - a. Exhibit 1 – Contractor’s Bid.
 8. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives (EJCDC C-940).
 - b. Change Orders (EJCDC C-941).
 - c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The Engineer for this Project is Jones & DeMille Engineering, Inc.

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work will be substantially completed on or before August 20, 2024, and completed and ready for final payment on or before September 3, 2024.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$200 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$100 for each day that expires after such time until the Work is completed and ready for final payment.

4.03 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents, the lump sum amount of **Two Hundred Eighty Four Thousand Five Hundred Fifty** Dollars and **Seven** Cents. (**\$ 284,550.07**) for all Work.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers' Compensation:

State:	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>500,000</u>
Bodily Injury By Disease, each Employee	\$ <u>500,000</u>
Bodily Injury/Disease Aggregate	\$ <u>500,000</u>

b. Commercial General Liability:

General Aggregate	\$ <u>2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>1,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>

c. Automobile Liability herein:

Bodily Injury:	
Each Person	\$ <u>1,000,000</u>
Each Accident	\$ <u>1,000,000</u>
Property Damage:	
Each Accident	\$ <u>1,000,000</u>

d. Excess or Umbrella Liability:

Per Occurrence	\$ <u>1,000,000</u>
General Aggregate	\$ <u>1,000,000</u>

e. Contractor's Pollution Liability:

Each Occurrence	\$ <u>1,000,000</u>
General Aggregate	\$ <u>1,000,000</u>

B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.

- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - 1. Products and completed operations coverage maintained for three years after final payment;
 - 2. Blanket contractual liability coverage to the extent permitted by law;
 - 3. Broad form property damage coverage; and
 - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
 - 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 - 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.
- B. The Contractor shall not award work valued more than 50 percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - OWNER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will not be Owner's representative during construction.
- B. Deleted.
- C. Owner will make visits to the Site at intervals appropriate to the various stages of construction.

- D. Owner has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Owner will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Owner will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.03 Changes to Unit Price Work

- A. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
 - 1. If the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Bid Form; and
 - 2. If there is no corresponding adjustment with respect to any other item of Work; and
 - 3. If Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the

quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and

direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.

- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to

Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. The Owner shall retain 5 percent of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer.

Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

Tooele City Corporation

By: _____

Title: Debra E. Winn, Mayor

Attest: _____

Title: _____

Address for giving notices:

90 North Main

Tooele, Utah 84074

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

APPROVED AS TO FORM

Roger Evans Baker
Tooele City Attorney

CONTRACTOR:

Broken Arrow Inc.

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

8960 Clinton Landing Road

Lake Point, Utah 84074

License No.: _____
(where applicable)

TOOELE CITY CORPORATION

RESOLUTION 2024-49

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH SFT CONCRETE LLC FOR THE 2024 TOOELE VALLEY MUSEUM SIDEWALK PROJECT.

WHEREAS, Tooele City owns and operates the Tooele Valley Museum, a predominantly railroad and mining exhibit museum at the corner of Vine Street and Broadway; and,

WHEREAS, the City Administration desires to install new sidewalk for improved mobility and safety at the Museum; and,

WHEREAS, the Parks and Recreation Department solicited bids in compliance with City procurement policies and procedures; and,

WHEREAS, SFT Concrete LLC submitted the lowest responsible responsive bid, with a total bid amount of \$35,800 (see the bid results attached as Exhibit A); and,

WHEREAS, the proposed agreement with SFT is attached as Exhibit B:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL the City Council hereby approves an agreement (Exhibit B) with SFT Concrete LLC for the 2024 Tooele Valley Museum Sidewalk Project, in the amount of \$35,800, and hereby authorizes the Mayor to execute the agreement.

This Resolution shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this _____ day of _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Bid Results

Tooele Valley Museum Sidewalk Project 2024, Bid Results

CONTRACTOR	BID AMOUNT
SFT Concrete LLC	\$35,800.00
C&G Construction Company	\$37,035.00
England Construction Company	\$49,912.00
Dave's Custom Concrete	\$39,480.00

Exhibit B

Agreement



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **SFT Concrete LLC** of **615 South Otto Lane, Grantsville, UT 84029**, an LLC, (hereinafter “Contractor”) enter into this Agreement on the **5th day of June, 2024** (the “Effective Date”).

Now, therefore, in consideration of the promises contained in this Agreement, the City and the Contractor agree to the following:

1. Services (Scope of Work). The Contractor shall provide the following services to the City: Tooele Valley Museum Sidewalk project. Located at 35 N Broadway St, Tooele, UT 84074
 - Site preparation, removal of debris and ground and sod grubbing of the side walk path and previously installed side walk, removal of approximately a 12’ x 12’ asphalt pad.
 - Hauling away of all grubbed material, clean grubbing may be deposited at the Oquirrh Hills Golf course pit, all other debris must be hauled to county landfill
 - Installation of a 4” road base material base for new side walk and porch landing space by foreman’s house.
 - Installation of a 4” thick x 5’ wide side walk and an approximate 4” thick 8’ wide and 16’ long porch landing estimated at 3900 sq ft of new concrete. Concrete path will be placed as previously marked by owner at site.
 - Sprinklers lines, sprinkler heads, and valve boxes will be marked to the best of the ability of the owner. All sprinkler control valve boxes will be maintained in their current location. Contractor will minimize to the best of his ability the damage to sprinkle lateral lines, however owner will repair lines that have been damaged at the result of the grubbing and preparation for this project.
 - Installation of top soil to return grubbed area to same elevation of new sidewalk
 - Installation of new sod to repair the grubbed areas on both sides of the new sidewalk and the East and West side of the foreman’s porch landing.
 - Contractor shall be responsible for removal of all debris related to this project and for maintaining of a clean and safe work site. Museum property will be open to the public during this project. Contractor will need to close the area that they are working in.
2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor’s performance of the Services.
3. Compensation.
 - a. Rate. The City shall pay the Contractor the sum of **\$35,800.00** for fully performing the Services, pursuant to invoice.
 - b. Total Cost Contract. This Agreement is a “Total Cost Contract.” The contract Rate includes all costs and expenses associated with the provision of the Services.
 - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by **June 30, 2024**.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.

- a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000. Contractor shall list the City as an additional insured on endorsements issued under its liability insurance policy. Contractor shall require that all of its subcontractors list the City as an additional insured on endorsements issued under their respective liability insurance policies, with respect to the Services rendered under this Agreement.
 - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any intentional or negligent act or omission of Contractor and/or its agents and subcontractors arising out of or related to this Agreement.
 - c. Contractor Workers' Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers' Compensation Coverage Waiver from the Utah Labor Commission. Contractor shall verify that all its subcontractors have purchased and do maintain workers compensation insurance for their employees or have obtained an exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.
 - d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all Contractor and subcontractor endorsements, and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.
 - e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
 - f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.
7. Business License. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.
 8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.
 9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION

CONTRACTOR

Debra E. Winn, Tooele City Mayor

Signature

Print Name/Title:_____

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

Roger Evans Baker, Tooele City Attorney
(Revised 04/27/2023)



UTAH RETIREMENT SYSTEMS POST-EMPLOYMENT/POST-RETIREMENT RESTRICTIONS ACT CERTIFICATION & RELEASE

Tooele City is a Utah Retirement System (URS) participating agency. As a participating agency, post-retirement employment/vendor/contractor rules apply. Post-retirement employment means returning to work either on our payroll or as a vendor/contractor for a URS participating employer following your retirement date with the Utah Retirement Systems. Different standards apply depending on whether you return to work within one year or after one year from your retirement date with URS.

You must separate from employment (including part-time and vendor/contractor arrangements) with any participating employer for one year following your retirement date with URS, unless eligible exclusions apply.

You are responsible for understanding post-retirement employment rules and ensuring there is no violation of such rules by providing services to Tooele City Corporation. **If you have any questions, call the URS office at 801-366-7770 or 800-695-4877 before you begin any work for or provide any services to Tooele City.**

CHECK APPLICABLE BOX:

- Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

[State law requires that the City, through Human Resources, provide such information to URS.]

As a condition of doing business with Tooele City, you hereby accept responsibility and waive all claims of joint liability against Tooele City for any violations of the URS post-retirement re-employment/vendor/contractor rules.

Contractor Signature

Date

TOOELE CITY CORPORATION

RESOLUTION 2024-48

A RESOLUTION OF THE TOOELE CITY COUNCIL DECLARING SURPLUS CERTAIN TECHNOLOGY-RELATED EQUIPMENT AND AUTHORIZING THE CITY PURCHASING AGENT TO DISPOSE OF SURPLUS PERSONAL PROPERTY

WHEREAS, the Tooele City Police Department has identified a number of technology-related equipment items that are no longer capable of meeting Tooele City's technology needs, and a list of goods that are outdated or no longer need by the department (see list of equipment attached as Exhibit A); and,

WHEREAS, the City Administration implemented a written policy, effective December 6, 2022, for the disposal of surplus technology-related equipment (see policy attached as Exhibit B); and,

WHEREAS, it is in the City's interest to make full use of technology-related equipment and then to dispose of, pursuant to policy, whatever equipment no longer serves the public interest; and,

WHEREAS, wherever possible, the City disposes of technology-related equipment by recycling it with a reputable local recycling company to minimize waste and environmental contamination; and,

WHEREAS, Section VI of the Tooele City Purchasing Policy, Guidelines, and Procedure ("Policy")¹ provides that "When goods are deemed surplus, outdated, or no longer needed by a department, and are valued at \$100 or more, the Purchasing Agent will recommend the transfer or disposal of the goods. If the Purchasing Agent is recommending disposal, he/she will present a list of all goods valued at \$100 or more to the City Council for approval of disposal"; and,

WHEREAS, Policy Section X1(17) defines "goods" to mean "supplies, materials, equipment, wares, merchandise, and similar items"; and,

WHEREAS, the Goods are not evidence in a criminal prosecution, disposed of under UCA Chapter 24-3, and are not lost or mislaid property in the possession of the police department, disposed of under UCA Chapter 77-24a:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby declares the technology-related equipment and the Goods to be surplus to the needs of Tooele City, and hereby authorizes the Purchasing Agent and the City Administration to dispose of the goods through donation, recycling, or other disposal.

¹ Adopted by Ordinance 2022-27 on August 3, 2022.

This Resolution shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

Debra E. Winn

Debra E. Winn

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form: _____
Roger Evans Baker, City Attorney

Exhibit A

List of Surplus Equipment

List of Items	Plan of Disposal
Old uniforms/coats	Incinerate or donate if insignia is removed
29 old computer towers	Recycle
15 laptops	Recycle
4 old desktop phones	Donate
3 projectors	Donate
6 iPads	Recycle/donate
8 power inverters	Donate
7 monitors	Donate
Box of old cell phones	Recycle
40-50 old watchguard body cameras	Recycle/donate to T-Tech Academy
Approximately 40 Glock holsters	Donate to T-Tech Academy

Exhibit B

Disposal of Surplus Technology-Related Equipment Policy

IT Surplus Policy

1. As departments purchase new technology to meet their needs, equipment and/or items (surplus) that are no longer needed will be given to the Information Technology (IT) Department.
2. The IT Department will retain the surplus items for:
 - a. Tier 1 items: Desktops, laptops, tablets, smart phones, networking equipment, servers, or any other items that may contain city data will be stored for 3 months in case data needs to be retrieved.
 - b. Tier 2 items: Monitors, cameras and similar hardware will be stored for 1 month.
 - c. Tier 3 items: Keyboards, mice, speakers, other misc. hardware, software and other items worth less than \$100 will not be stored unless requested.
3. The IT Department will keep a list of Tier 1 and 2 items to be disposed (after parts have been salvaged), by item description, model, serial numbers and whether data has been removed from the device or not (if applicable).
4. Tier 3 items will be removed from inventory upon receipt by IT and can be disposed of immediately unless requested otherwise.
5. Once the retention period has passed, the IT Department will determine if there are parts that can be salvaged from the surplus and remove those for use elsewhere.
6. The completed list of Tier 1 and 2 items will be taken to the City Council by Resolution to be officially declared as surplus, along with a recommendation for the desired method of disposal.
7. Surplus items do not need to be presented to the City Council individually, rather a listing of multiple items and types may be taken at the same time to the City Council to be declared surplus through a single resolution.
8. If several devices of the same type are on the list, such as multiple bad UPS devices, a quantity will be acceptable instead of recording each individually. This excludes any tier 1 items.
9. Surplus property will be disposed of according to the method declared in the resolution.
10. After city council approves the surplus resolution the IT Department will erase all data contained in the equipment/item(s) and dispose of according to the following:
 - a. If the items are deemed unusable, if it previously contained sensitive data, or if their worth is determined to be under \$100, they may be disposed of.
 - b. If equipment/items are to be sold:
 - i. Items will first be made available to local government agencies.
 - ii. The sale of surplus equipment/items will be properly noticed to the public according to city policy.
 - iii. Items will be sold at public auction, with the proceeds going to Tooele City Finance.
 - iv. May be donated to non-profit agencies.
 - c. If the equipment/items are to be donated:
 - i. The donation of surplus equipment/items will be properly recorded.
 - ii. Equipment/items will be donated as is to another state agency or non-profit agency with a written agreement between the two entities

- iii. If equipment/items are to be recycled, the equipment/items will be recycled through a local recycling center or a center near and economically feasible to the city.
11. Any proceeds from the sale or recycling of surplus will be returned to the Tooele City Finance Department.
12. IT will retain records of surplus disposal for 3 years.
13. At no time will any equipment/item(s) be given to an employee, unless an employee is the highest bidder in the sale process listed in Item #10(3) above. Notwithstanding the previous statement, at no time may a member of the IT Department, or any other employee involved in the decision-making process that declared the property as surplus, bid for or repurchase equipment that was declared surplus by the Department.

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

05/29/24

DESCRIPTION OF EXPENDITURE: _____ VENDOR: Black and McDonald 8,575.00

Final Billing for England Acres Trail Lighting

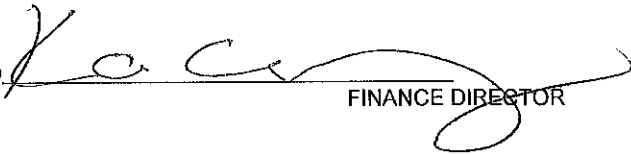
Total \$73,965.95 less the 5% Retention

REVENUE LINE ITEM:	ACCOUNT NUMBER	CURRENT BUDGET	RECEIPTS TO DATE	ADDITIONAL FUNDING	TOTAL FUNDING
					0.00

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
England Acres Phase 2	40 4512 732017	2,420,000.00	1,978,571.67	70,267.66	371,160.67
TOTAL:				70,267.66	

*Will need line item adjustment

REQUESTED _____ DEPARTMENT HEAD

REVIEWED  FINANCE DIRECTOR

APPROVED _____ MAYOR

APPROVED _____ COUNCIL CHAIRMAN



Remit To:

BLACK & MCDONALD
6001 E. FRONT ST
KANSAS CITY MO 64120
Telephone: 816 483-0257
Fax: 816 483-2111
For Inquiries: 801 569-9219

INVOICE

Invoice To:

TOOELE, UT
90 N. MAIN ST
TOOELE UT 84074

For Work At:
England Acres

Invoice No. 76 - 1629181

Invoice Date Apr 26 / 24

Our Division 7638 - SL Maintenance
UT

Our Work Order No. 4120611

Our Customer No. 775014

Your P.O. No.

FINAL BILLING FOR ENGLAND ACRES

Trail lighting

73,965.95

V# 08575

PO#

40-4512-732017

\$ 70,267.65

05-22-2024

D. Ry Cook

Subtotal

73,965.95

Please Pay This Amount:

USD 73,965.95

less
5% Retention (3,698.30)

Terms: Due Upon Receipt
Interest at 18% per
annum charged on
overdue accounts

\$70,267.65

**Tooele City Council and the Tooele City Redevelopment Agency
Work Meeting Minutes**

Date: Wednesday, May 15, 2024

Time: 5:30 p.m.

Place: Tooele City Hall, Council Chambers
90 North Main Street, Tooele, Utah

City Council Members Present:

Maresa Manzione
Melodi Gochis
Justin Brady
Ed Hansen, via phone

City Council Members Excused:

David McCall

City Employees Present:

Mayor Debbie Winn
Adrian Day, Police Department Chief
Michelle Pitt, City Recorder
Loretta Herron, Deputy City Recorder
Roger Baker, City Attorney
Andrew Aagard, Community Development Director
Paul Hansen, City Engineer
Shannon Wimmer, Finance Director
Darwin Cook, Parks and Recreation Director
Jamie Grandpre, Public Works Director
Kami Perkins, HR Director
John Perez, Economic Development Director

Minutes prepared by Katherin Yei

1. Open City Council Meeting

Chairman Brady called the meeting to order at 5:30 p.m.

2. Roll Call

Maresa Manzione, Present
Melodi Gochis, Present
Justin Brady, Present
Ed Hansen, Present via phone
David McCall, Excused

3. Mayors report

Mayor Winn shared the following information:

The Mayor's golf tournament raised \$20,000 to provide scholarships to youth groups throughout the City. Special thanks to the Tooele City Fire Department for honoring Dave Buck at his funeral services.

4. Council Member's Report

The Council Members reported on the events they attended during the week.

5. Discussion Items

A. Budget Discussion

Presented by Shannon Wimmer, Finance Director

Ms. Wimmer presented the budget fiscal year 2025. Staff is recommending to adopt the certified tax rate at .002500. They will not be adopting truth and taxation. The City is looking at an increase in revenues.

The following accounts have these projects planned for the next year:

The par tax projects include playgrounds, pool upgrades, xeriscape, and art events. The park impact projects include England Acre's phase 3 and the Wigwam. The public impact fees include the police and fire facilities. The Road C funds will include the slurry seal projects and road improvements. The capital funds include Fire Station #3, Parks & Recreation building, vehicles, and miscellaneous equipment. The water fund includes Berra Well completion, Red Del Papa, beginning a new well, waterline replacement, generators at well sites, and upgrades to the shops. The sewer funds include the headworks building, Broadway sewer project. Storm water will have Vac Truck lease and Camera Van lease.

Ms. Perkins presented the FY25 Labor Costs. The tentative budget project amount is \$1,749,469. The labor cost projects include 4.25% cost of living adjustment. The increase step projection is 2% across the board. The budget also proposes increasing the salary schedule by 0.07% to offset the newly URS imposed employee contribution to the URS Tier 2 hybrid plans. The Health insurance renewal rate is 2.7%. Some of the changes to staffing include the Library Director cutting the part time position and increasing the hours for full time, adding one new police officer, two crossing guards, one ordinance officer, one full time deputy fire chief, one part time IT tech, and full-time seasonal parks maintenance team. They will be adding \$9,000 for the school district retention officer, removing \$62,000 reimbursement from the school district. The water department does have a long-term military deployed employee whose costs are included on the budget for when he returns. This is an additional water position that will be absorbed with turnover.

Ms. Perkins provided the Council with an overview and additional information on the following: The addition is Utah Retirement Tier 2, PEHP local government risk pool, the update to the consumer price index, salary schedule proposal, and turnover statistics.

The Council asked the following:

What is the turnover rate for the regular workforce?

Ms. Perkins addressed the Council 's question. A healthy turnover rate is 8%-11%. Having a number in the teens is fairly normal.

B. Resolution 2024-43 A Resolution of the Tooele City Council Adopting the Tooele City Active Transportation Plan

Presented by Maresa Manzione, RDA Chair

RDA Chairman Manzione presented the City's Active Transportation Plan. The plan was done through a grant. They are looking to adopt this into the City General Plan.

The Council asked the following:

Biking trail from Tooele county to Salt Lake, end date or funding?

RDA Chairman Manzione addressed the Council's question. The trail from Tooele County to Salt Lake is part of state-wide transportation plan, they are working through the hiccups and working on funding, but it is not in the near future. This plan is to help the City move towards their goals and decide what to prioritize.

Mayor Winn addressed the Council. There is not a lot in the plan that coordinates and connects it to the county system. Currently, you cannot get to the new county trails from any other trails. They will be forming a smaller group of county and city staff to help with trails that connect all the way around.

C. Setting Rules for Public Comment Discussion

Presented by Roger Baker, City Attorney

Mr. Baker presented options for rules and guidelines for the public comment period. Tooele City has had a public comment period. During a recent training, he learned about risks that can happen during the public comment period if no boundaries are in place. Mr. Baker provided a list of potential boundaries the Council can enforce during a public comment period.

The Council asked the following questions:

If the Council decides on specific rules, do they have to list the rules before the public comment begins?

Are the rules different between public comment and public hearing?

Mr. Baker addressed the Council. The Council does not have to read the rules at every meeting. They can publish them on the website for the public to read. The rules are the same for public comment and public hearing, but the context is different. Public hearings are advertised and required by state law and address a narrow topic. The public comment period is more general and can address any city-related topic.

The Council favors having an audible sound when the time is up, having the microphone be turned off when the timer goes off, no signs allowed inside the Council chamber, no booing and

clapping allowed during the public hearings. The Council would like to see a draft put together and discuss changes from there.

6. Closed Meeting - Litigation, Property Acquisition, and/or Personnel

There is no closed meeting.

7. Adjourn

Chairman Brady adjourned the meeting at 6:43 p.m.

The content of the minutes is not intended, nor are they submitted, as a verbatim transcription of the meeting. These minutes are a brief overview of what occurred at the meeting.

Approved this ____ day of May, 2024

Justin Brady, City Council Chair

DRAFT

Tooele City Council Business Meeting Minutes

Date: Wednesday, May 15, 2024

Time: 7:00 p.m.

Place: Tooele City Hall, Council Chambers
90 North Main Street, Tooele, Utah

City Council Members Present:

Melodi Gochis
Justin Brady
Maresa Manzione
Ed Hansen, via phone

City Council Members Excused:

David McCall

City Employees Present:

Mayor Debbie Winn
Adrian Day, Police Department Chief
Michelle Pitt, City Recorder
Loretta Herron, Deputy City Recorder
Roger Baker, City Attorney
Andrew Aagard, Community Development Director
Paul Hansen, City Engineer
Shannon Wimmer, Finance Director
Darwin Cook, Parks and Recreation Director
Jamie Grandpre, Public Works Director
John Perez, Economic Development Director

Minutes prepared by Katherin Yei

Chairman Brady called the meeting to order at 7:00 p.m.

1. Pledge of Allegiance

The Pledge of Allegiance was led by Chairman Brady.

2. Roll Call

Melodi Gochis, Present
Justin Brady, Present
Maresa Manzione, Present
Ed Hansen, Present via phone
Dave McCall, Excused

3. Mayor's Youth Recognition Awards

Mayor Debbie Winn and Chief Day presented youth recognition awards to the following:

Amber Einerson

4. Public Comment Period

The public hearing was opened. No one came forward. The public hearing was closed.

5. Swearing in of John Perez as the Economic Development Director

Presented by Michelle Pitt, City Recorder

Ms. Pitt swore in Mr. Perez into the position of Economic Development Director.

6. Public Hearing and Motion on Ordinance 2024-14 An Ordinance of Tooele City Amending Tooele City Code Section 7-14-4, Table 3, Site Planning and Development Standards for Primary Buildings and Structures Permitting Uncovered Architectural Elements to Encroach Within the Rear Yard Setback in Residential Zones

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented an amendment to the City Code 7-14-4 for rear-yard setbacks. This will bring the ordinance into compliance with recent changes to State law. The setback is measured from property line to foundation. Cities must allow decks, porches, and basement stairwells to be allowed in the setbacks. The proposed changes include the addition of footnotes and language.

The public hearing was opened. No one came forward. The public hearing was closed.

Council Member Manzione motioned to approve Ordinance 2024-14; An Ordinance of Tooele City Amending Tooele City Code Section 7-14-4, Table 3, Site Planning and Development Standards for Primary Buildings and Structures Permitting Uncovered Architectural Elements to Encroach Within the Rear Yard Setback in Residential Zones.

Council Member Gochis seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

7. Public Hearing and Motion on Ordinance 2024-15 An Ordinance of Tooele City Amending Tooele City Code Section 7-14-6, Accessory Structures Requirements, Related to the Permitting of Accessory Structures, Fire Wall Ratings, Lot Coverages and the Use of Metal Shipping Containers as Accessory Structures

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented an amendment to City Code 7-14-6 in regards to accessory structure requirements. The amendment clarifies where someone is able to put an accessory building, language for the three guidelines for the 1-foot setback exception, fire wall ratings, changing 8% to 9% lot coverage, and clarification on prohibiting metal shipping containers as storage sheds in residential zones. The Planning Commission voted against the recommendation of this ordinance.

The City Council asked the following questions:

What happens if the public has shipping containers on their property already?
For City parks, are the shipping containers prohibited?
What is the code enforcement on this?
Is there anything to prohibit the public to dress up a container, allowing them on residential property?

Mr. Aagard addressed the Council's questions. Storage units were constructed for industrial uses. They do not follow the definition of a structure in the code. Staff would like to eliminate the debate and clarify the code. If the park is not zoned residential, they can have the shipping containers. Staff can specify the code to have it state residential use versus residential zone. The community member that has a shipping container would be forwarded to the law office if they did not follow ordinance officer direction. Many other cities do prohibit them or require the accessory structure to resemble the home. The code, designs standards, and definition of a structure should help clarify this code.

The public hearing was opened. No one came forward. The public hearing was closed.

Council Member Gochis motioned to approve Ordinance 2024-15; An Ordinance of Tooele City Amending Tooele City Code Section 7-14-6, Accessory Structures Requirements, related to the Permitting of Accessory Structures, Fire Wall Ratings, Lot Coverages and the Use of Metal Shipping Containers as Accessory Structures in residential zones.

Chairman Brady seconded the motion. The vote was as follows: Council Member Hansen, "Nay," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

8. Resolution 2024-40 A Resolution of the Tooele City Council Consenting to the Mayor's Appointment of Justin Wiker and Re-Appointment of Julie Ann Prescott and Stephen Sagers to the Tooele City Tree Advisory Board

Presented by Darwin Cook, Parks and Recreation Director

Mr. Cook presented the Mayor Winn's appointment of Justin Wiker and re-appointment of Julie Ann Prescott and Stephan Sagers to the Tooele City Tree Advisory Board.

Council Member Manzione motioned to approve Resolution 2024-40; A Resolution of the Tooele City Council Consenting to the Mayor's Appointment of Justin Wiker and Re-Appointment of Julie Ann Prescott and Stephen Sagers to the Tooele City Tree Advisory Board. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

9. Resolution 2024-42 A Resolution of the Tooele City Council Approving an Agreement with Holbrook Asphalt LLC for Roadway Maintenance

Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre presented an agreement with Holbrook Asphalt LLC for roadway maintenance in HA5 in the amount of \$118,667.42. The life expectancy has been seen up to seven years.

Council Member Gochis motioned to approve Resolution 2024-42; A Resolution of the Tooele City Council Approving an Agreement with Holbrook Asphalt LLC for Roadway Maintenance. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

10. Resolution 2024-43 A Resolution of the Tooele City Council Adopting the Tooele City Active Transportation Plan

Presented by Maresa Manzione, RDA Chair

RDA Chairman Manzione presented the City's Active Transportation Plan. This plan has been written through funds from a grant.

Council Member Gochis motioned to approve Resolution 2024-43; A Resolution of the Tooele City Council Adopting the Tooele City Active Transportation Plan. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

11. Invoices & Purchase Orders

There are no invoices to approve.

12. Minutes

There are no changes to the minutes

Council Member Gochis motioned to approve the minutes. Council Member Brady seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

13. Adjourn

Chairman Brady adjourned the meeting at 7:43.

The content of the minutes is not intended, nor are they submitted, as a verbatim transcription of the meeting. These minutes are a brief overview of what occurred at the meeting.

Approved this ___ day of June, 2024

Justin Brady, City Council Chair